# Lehi City Council Meeting
# Agenda
# February 28, 2023

**5:30 PM -** Lehi City Council Chambers (153 N. 100 E., Lehi, Utah)

Pre-Council, 5:30 p.m.

1. Welcome and Opening Comment

2. Presentations and Reports

   2.1. Envision Utah's Earthquake Presentation- Ryan Beck

   2.2. Lehi City Goals Presentation

3. Agenda Questions
   *The Mayor and City Council discuss and ask questions on items on the Regular Session agenda.*

4. Administrative Report

5. Mayor and Council Reports
   *Calendar items and outside Committee reports*

Regular Session, 7:00 p.m.

1. Welcome, Roll Call, Pledge of Allegiance

2. Presentations and Reports

   2.1. Awards Presentation to the Lehi Planning Department

3. 20 Minute Citizen Input
   *(for public comments on items not listed on the agenda. Comments limited to 3 minutes per person with a time limit not to exceed 20 minutes for this item.)*

4. Consent Agenda

   4.1. Approve Purchase Orders
   PO Index.pdf

Stuart C Irby Co -$258500.pdf

4.2. Approve Surplus Items
Fleet Surplus Items for Council Approval.pdf

Regular Agenda

5. Consideration of Resolution #2023-12 approving an architectural and engineering services agreement between Lehi City and VCBO Architecture for the design and construction of a new City Center and Library.
Petitioner: Lehi City
Res 2023-12.docx
Agreement - City Hall Architectural_Engineering Services -Lehi City_VCBO.pdf

6. Consideration of granting a Grading Permit for the Skye Substation on 12.02-acres of property located northwest of Horton Way.
Petitioner: DR Horton
CC Staff Report Skye Substation Grading 02.14.23.docx
Skye Substation Grading Permit DRC 01.04.23.docx
Skye Substation grading narrative.pdf
Skye Substation Grading updated plans.pdf
Aerial Map.pdf
General Plan Map.pdf
Zoning Map.pdf

7. Lamb Annexation located at approximately 1900 South Center Street.
a. Public Hearing
b. Consideration of Resolution #2023-11 approving an annexation agreement with the owners of the property that is the subject of the Lamb Annexation.
c. Consideration of Ordinance #20-2023, approving the Lamb Annexation of 5.601 acres located at approximately 1900 South Center Street with an R-1-22 zoning.

Petitioner: Jamie Lamb
CC Staff Report Lamb Annexation - Final Approval 02.28.23.docx
Lamb Annexation DRC 12.7.22.docx
Ord 20-2023.docx
Res 2023-11.docx
Lamb Annexation AnnexAgreement 02.28.23.docx
narrative.pdf
Lamb Annexation 12.07.22plat.pdf
Lamb Aerial.pdf
Lamb GP.pdf
Lamb Zoning.pdf

8. Consideration of Resolution #2023-10, a Resolution of Intent to adjust the municipal boundary line at approximately 1500 East 2900 North with approximately 1.62 acres going into Highland City.
   Petitioner: Highland City and Lehi City
   CC Staff Report - Highland Municpal Boundary Adjustment Resolution of Intent 02.28.23.docx
   Highland Municpal Boundary Adjustment DRC 02.08.23.docx
   Res 2023-10.docx
   Highland Municipal Boundary Adjustment.pdf

9. Consideration of the Pulham Manor Plat B Plat Amendment, amending lots 1 and 2 of the Pulham Manor Plat A located at 964 North 700 East in the R-1-8 zone.
   Petitioner: Chad Russell
   CC Staff Report Subdivision Pulham Manor Plat Amendment 02.28.23.docx
   Pulham Manor Plat B DRC 01.18.23.docx
   Narrative.pdf
   Pulham Manor Plat B.pdf
   Aerial Map.pdf
   Zoning Map.pdf
   General Plan Map.pdf

10. Consideration of Ordinance #19-2023 a Development Code amendment to Tables 05.030-A and 05.040-B, updating allowed residential uses and the bulk and intensity standards.
    Petitioner: Lehi City
    CC Staff Report Residential Tables Development Code Amendment 02.28.23.docx
    Residential Table of Uses & Bulk and Intensity Development Code Amendment DRC 01.18.23.docx
    Ord 19-2023.docx
    Residential Tables Development Code Amendment 01.18.23 old tables, new tables.pdf

11. Consideration of Ordinance #18-2023 a Development Code amendment to Chapter 12, updating standards for Bed and Breakfasts to correspond with the Table of Uses.
    Petitioner: Lehi City
    CC Staff Report Chapter 12 Development Code Amendment B&B 02.28.23.docx
    Chapter 12 B&B Development Code Amendment DRC 01.18.23.docx
    Ord 18-2023.docx
    Ch 12 Development Code Amendment B&B 01.18.23.pdf

12. Adjournment

- Public is invited to attend all City Council Meetings
- In compliance with the Americans with Disabilities Act, persons in need of special accommodations should contact the City Recorder at 385-201-2269

- This agenda has been properly posted and a copy provided to the local news media.

**Agenda Item No: 2.1**

# City Council Agenda Item Report

Meeting Date: February 28, 2023
Submitted By: Teisha WIlson
Submitting Department:
Item Type: Discussion
Agenda Section: Presentations and Reports

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**Subject:**
Envision Utah's Earthquake Presentation- Ryan Beck

**Suggested Action:**

**Attachments:**

**Agenda Item No: 2.2**

# City Council Agenda Item Report

Meeting Date: February 28, 2023
Submitted By: Teisha WIlson
Submitting Department:
Item Type: Presentation
Agenda Section: Presentations and Reports

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**Subject:**
Lehi City Goals Presentation

**Suggested Action:**

**Attachments:**

**Agenda Item No: 2.1**

# City Council Agenda Item Report

Meeting Date: February 28, 2023
Submitted By: Teisha WIlson
Submitting Department:
Item Type: Presentation
Agenda Section: Presentations and Reports

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**Subject:**
Awards Presentation to the Lehi Planning Department

**Suggested Action:**

**Attachments:**

**Agenda Item No: 4.1**

# City Council Agenda Item Report

Meeting Date: February 28, 2023
Submitted By: Teisha WIlson
Submitting Department:
Item Type: Action Item
Agenda Section: Consent Agenda

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**Subject:**
Approve Purchase Orders

**Suggested Action:**

**Attachments:**

PO Index.pdf

Stuart C Irby Co -$258500.pdf

LEHI CITY
CITY COUNCIL AGENDA
February 28, 2023

Consent Agenda: Approval of Purchase Orders

INFORMATION:

| Company | Description | P O Amount | Budget Balance (before PO) |
|---|---|---|---|
| Stuart C Irby | Construction materials | $258,500.00 | Inventory |

# Lehi City Purchase Requisition Request

| | | | | | |
|---|---|---|---|---|---|
| **Supplier** | **Name** | STUART C. IRBY CO. | | **Vender #** | |
| | **Street** | PO BOX 843959 | | **Date** | 2/16/2023 |
| | **City** | DALLAS | **State** | TX | |
| | **Zip** | 75284 | **Phone** | 801-724-3000 | |

Dean Lundell

| POWER | 53-14-15 | |
|---|---|---|
| **Requesting Department** | **Dept. Account No.** | **Department Head Signature** |

| Quanity | Unit | Materials and Description | Price | Total |
|---|---|---|---|---|
| 2 | | ABB 750 KVA 3-PHASE PADMOUNT | $58,950.00 | $117,900.00 |
| | | TRANSFORMER 12470/7200 PRIMARY | | |
| | | 480Y/277 SECONDARY | | |
| | | | | |
| 2 | | ABB 500 KVA 3-PHASE PADMOUNT | $37,100.00 | $74,200.00 |
| | | TRANSFORMER 12470/7200 PRIMARY | | |
| | | 480Y/277 SECONDARY | | |
| | | | | |
| 2 | | ABB 300 KVA 3-PHASE PADMOUNT | $33,200.00 | $66,400.00 |
| | | TRANSFORMER 12470/7200 PRIMARY | | |
| | | 208Y/120 SECONDARY | | |
| | | | | |
| | | ALL 3-PH TRANSFORMER HAVE A LEAD TIME | | |
| | | OF 99-149 WKS, THESE TRANSFORMERS ARE | | |
| | | ON A PRE ORDER BLANKET PURCHASE WITH | | |
| | | IRBY NO OTHER VENDORS WILL QUOTE ANY | | |
| | | 3-PH TRANSFORMER FOR 2023-2024 | | |
| | | ESTIMATED SHIP DATE MARCH 2025 | | |
| | | POSSIBLE PRICE ESCALATION AT TIME OF SHIP | | |
| | | | | |
| | | THESE ABB TRANSFORMERS ARE SMALLER | | |
| | | IN SIZE CREWS ARE ABLE TO LOAD ON LINE | | |
| | | TRUCK FOR DELIVERY INSTEAD OF PULLING | | |
| | | TRAILER LESS CONGESTION AT DELIVERY SITE | | |
| | | | | $258,500.00 |

| | | |
|---|---|---|
| Justification: | Price Determination | |
| NO OTHER QUOTES AT THIS TIME | Verbal Quote | |
| | Informal Bid | |
| | Written Bid | * |
| | State Bid | |
| | Other | |

# Quotation

irby
A Sonepar Company

**STUART C IRBY BR 1093 SALT LAKE CTY**
**6312 WEST BEAGLEY ROAD**
**WEST VALLEY CITY UT 84128**

| QUOTE DATE | ORDER NUMBER |
|---|---|
| 02/15/23 | S013415407 |

REMIT TO:
STUART C. IRBY CO.
POST OFFICE BOX 843959
DALLAS TX 75284

PAGE NO. 1

SOLD TO:
LEHI CITY CORP
153 NO 100 EAST
LEHI, UT 84043

SHIP TO:
LEHI CITY CORP
560 WEST GLENN CARTER DRIVE
LEHI, UT 84043
801-768-7100

ORDERED BY: KENNY

| CUSTOMER NUMBER | CUSTOMER ORDER NUMBER | JOB/RELEASE NUMBER | OUTSIDE SALESPERSON |
|---|---|---|---|
| 222013 | ABB | | Gregory J McPhie |

| INSIDE SALESPERSON | | REQD DATE | FRGHT ALLWD | SHIP VIA |
|---|---|---|---|---|
| Joseph C Rho | | 02/15/23 | Yes | |

| ORDER QTY | SHIP QTY | LINE | DESCRIPTION | Prc/Uom | Ext.Amt |
|---|---|---|---|---|---|
| | | | ********* Shipping Instructions ********** | | |
| | | | * KENNY 385-201-2612 OFC | * | |
| | | | * 801-655-3042 MBL | * | |
| | | | * CLAY 801-900-0420 | * | |
| | | | ************************************** | ******** | |
| 2EA | | 1 | *ABB 750KVA3PHPAD 750KVA 3PH PADMOUNT TRANSFORMER 12470/7200 480/277 | 58950.000EA | 117900.00 |
| 2EA | | 2 | *ABB 500KVA3PHPAD 500KVA 3PH PADMOUNT TRANSFORMER (2771176) 12470/7200 480/277 TAPS LOOP FEE | 37100.000EA | 74200.00 |
| 2EA | | 3 | *ABB 300KVA3PHPAD 300KVA 3-PHASE PADMOUNT TRANSFORMER 12470GRDY/7200 X 208Y/120 | 33200.000EA | 66400.00 |

*** This is a quotation ***

Prices firm for acceptance within 30 days with the exception of commodity prices which are subject to change daily. Quotation is void if changed. Complete quote must be used unless authorized in writing.

| | |
|---|---|
| Subtotal | 258500.00 |
| S&H CHGS | 0.00 |
| Sales Tax | 0.00 |
| TOTAL | 258500.00 |

OUR PRODUCT AND SERVICES ARE SUBJECT TO, AND GOVERNED EXCLUSIVELY BY, OUR TERMS AND CONDITIONS OF SALE, WHICH ARE INCORPORATED HEREIN AND AVAILABLE AT www.irby.com/terms. ADDITIONAL OR CONFLICTING TERMS ARE REJECTED, VOID AND OF NO FORCE OR EFFECT.

** Reprint ** Reprint ** Reprint **

**Agenda Item No: 4.2**

# City Council Agenda Item Report

Meeting Date: February 28, 2023
Submitted By: Teisha WIlson
Submitting Department:
Item Type: Action Item
Agenda Section: Consent Agenda

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**Subject:**
Approve Surplus Items

**Suggested Action:**

**Attachments:**

Fleet Surplus Items for Council Approval.pdf

# Fleet Surplus Items for Council Approval

# February 28, 2023

| | | | | |
|---|---|---|---|---|
| SW-10-2 | 2012 | Dodge | Ram 1500 | 3C6JD7DP1CG259760 |
| W-11-2 | 2013 | Ford | F150 | 1FTMF1EMXDKE77790 |
| BC11 | 2011 | Ford | Expedition | 1FMJU1G52BEF33727 |
| P-130-3 | 2014 | Dodge | Charger AWD | 2C3CDXKT8EH364658 |
| P-135-3 | 2015 | Dodge | Charger AWD | 2C3CDXKT1FH908211 |
| AC-2-2 | 2006 | Chevrolet | Colorado | 1GCCS196868200008 |
| D-5-2 | 2012 | Dodge | Ram 3500 | 3C7WDTBL1CG318865 |
| W-97 | | Kubota | KX 161-3 (7J0218 Engine Code) | JKUK1613V01H33260 |
| S-94 | 2002 | Lee Boy | Tack Pot Lee boy L250 | 1B9D509162D309224 |
| W-95 | 1990 | | Old Roding machine | |

**Agenda Item No: 5**

# City Council Agenda Item Report

Meeting Date: February 28, 2023
Submitted By: Teisha WIlson
Submitting Department:
Item Type: Resolution
Agenda Section: Regular Agenda

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**Subject:**
Consideration of Resolution #2023-12 approving an architectural and engineering services agreement between Lehi City and VCBO Architecture for the design and construction of a new City Center and Library.

**Suggested Action:**

**Attachments:**

Res 2023-12.docx

Agreement - City Hall Architectural_Engineering Services -Lehi City_VCBO.pdf

RESOLUTION NO. 2023-12

A RESOLUTION OF THE LEHI CITY COUNCIL APPROVING AN ARCHITECTURAL AND ENGINEERING SERVICES AGREEMENT BETWEEN LEHI CITY AND VCBO ARCHITECTURE FOR THE DESIGN AND CONSTRUCTION OF A NEW CITY CENTER AND LIBRARY

WHEREAS, Lehi City ("City") desires to design and build a new City Center and Library;

WHEREAS, Lehi City issued an RFQ and an RFP to identify qualified firms to solicit proposals FROM and VCBO Architecture's proposal was selected to be awarded the project;

WHEREAS, on February 28, 2023, the City Council held a duly noticed public meeting to ascertain the facts regarding this matter, which facts and comments are found in the meeting record; and

WHEREAS, after considering the facts and comments presented to the City Council, the Council finds: (i) that it should approve the Agreement with VCBO Architecture; and (ii) such action furthers the health, safety and welfare of the citizens of Lehi.

NOW, THEREFORE, be it resolved by the City Council of Lehi City, Utah, as follows:

1. The Agreement attached hereto as Exhibit "A" are hereby approved and the Mayor is authorized to execute the agreements and take all other such action as is necessary to make them effective.

2. This resolution shall take effect immediately.

Approved and Adopted by the City Council of Lehi City, Utah this 27th day of February, 2023.

LEHI CITY

_____

Mark Johnson, Mayor

ATTEST

_____

Teisha Wilson, City Recorder

Exhibit “A”

# ARCHITECTURAL AND ENGINEERING SERVICES AGREEMENT

**1.** This *Architectural and Engineering Services Agreement* ("Agreement") is entered into by and between Lehi City ("City" or "the City") and Valentiner Crane Brunjes Onyon Architects, LLC (dba VCBO Architecture) ("Architect") whose principal place of business is located at 524 South 600 East Salt Lake City, UT 84102. This Agreement shall be binding and effective as of the date the last party signs below ("Effective Date").

## 2. Recitals.

WHEREAS, the City desires to obtain architectural and engineering services from an experienced professional for the purpose of designing a new city hall and library ("City Hall");

WHEREAS, City issued an RFQ to solicit qualified firms to provide the City with architectural and engineering services; and

WHEREAS, after reviewing the responses to the RFQ, the City issued an RFP and selected Architect to provide the services described in the RFP and enter into this Agreement;

THEREFORE, in consideration of the promises, covenants, and conditions set forth in this Agreement, and in further consideration of the execution of this Agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and Architect agree as follows:

## 3. Scope of Service.

3.1 As described in the RFQ and RFP, and Architects proposals in response to the RFQ and RFP, attached hereto as Exhibit "A" and Exhibit "B" and incorporated herein by this reference, Architect shall develop design and construction documents, with the City's input and to the City's sole satisfaction, for the City's new City Hall, located at 153 North 100 East Lehi, UT 84043.

The City and Architect may rely on the initial information provided for in the RFQ and Exhibit "D". Both parties, however, recognize that the initial information may materially change, and in that event, the City and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The City shall adjust the City's budget for the Work and the City's anticipated design and construction milestones, as necessary, to accommodate material changes in the initial information. In the event that the City's budget increases due solely to increases in construction materials and labor up to 7.5% of the original budget, the Architect is entitled to adjust its fee based on the fee stated in paragraph 4.1. If the City's budget increases due to construction costs beyond 7.5% and the Scope of Service has not substantially changed, the Architect is not entitled to an additional fee increase.

The work contemplated by this Section 3.1 shall be completed in the following phases:

(i) Initial Design Phase (Program Verification / Schematic Design / Design Development). Architect shall meet with the City to determine what the City's needs are with respect to a new City Hall. Based upon this initial meeting, Architect shall prepare schematic design documents, and will submit the same to the City for review, direction, and approval (in the City's sole discretion). Architect shall complete the schematic design documents no later than May 23, 2023. Based on the City's approval of the schematic design documents, and on the City's authorization of any adjustments in the project requirements and the budget, the Architect shall prepare design development documents for the City's approval. Architect shall complete the design development documents within 8 weeks following approval of the schematic design.

(ii) Final Construction Document Phase. Following final approval of the design development documents, Architect shall prepare a final set of construction documents for the new City Hall, incorporating any changes suggested by the City upon the review of the design development documents. The Architect shall submit a 50% review set of final construction documents within 6 weeks of approval of the design development documents for budget verification and City approval. Once approved by the City, the Architect shall submit an 80% review set of final construction documents within 4 weeks of approval of the 50% Construction Documents review set. The Architect shall advise the City of any adjustments and request the City's approval. Architect shall submit the final construction documents to the steering committee for approval (in the City's sole discretion). During the development of the construction documents, the Architect shall assist the City in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the City and contractor; and (3) the conditions of the contract for construction (general, supplementary and other conditions). The Architect shall also compile a project manual that includes the conditions of the contract for construction and specifications, and may include bidding requirements and sample forms.

Once the City has approved the final set of construction documents, Architect shall assist the City in obtaining the proper approvals and permits to begin construction on the new City Hall. The final construction document phase of the project shall be completed no later than October 17, 2023, unless City reviews and approvals take longer than what is reasonable. If additional time is required due to City reviews, the schedule shall be amended accordingly.

In the event that approving building, zoning, utility providers or land use authorities require changes to the final design and construction documents as a

condition of approval to begin construction on the new City Hall, the final construction documents will be amended to include Architect's corresponding changes as part of the Scope of Service at no additional cost to the City.

(iii) Selecting the Contractor Phase. Following the City's approval of the final construction documents and upon notice from the City, Architect shall assist the City in establishing a list of prospective contractors. Architect shall assist the City in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal pursuant to the City's procurement ordinances and policies. Architect shall review substitution requests initiated by the bidders at no additional cost. If substitution requests are made by the City following the completion of the final construction documents phase, Architect shall review such requests, prepare and distribute addenda as an additional service at City's cost.

(iv) Construction Administration Phase. Once the contractor has been selected and a contract for construction executed by the parties, Architect shall provide administration of the contract between the City and the contractor as set forth below and in the general conditions of the contract for construction.

The Architect shall advise and consult with the City during the construction administration phase. The Architect shall have authority to act on behalf of the City only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the project, nor shall the Architect be responsible for the contractor's failure to perform the work in accordance with the requirements of the contract documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the contractor or of any other persons or entities performing portions of the work for the project.

The Architect's responsibility to provide construction administration services commences with the award of the contract for construction and terminates when the Architect issues the final certificate for payment, provides a complete set of as-builts, and has confirmed that all punch list work is complete and final.

The Architect shall visit the site weekly and participate in Owner Architect Contractor ("OAC") meetings, unless otherwise agreed upon with the City, to become generally familiar with the progress and quality of the work completed, and to determine, in general, if the work observed is being performed in a manner indicating that the work, when fully completed, will be in accordance with the final construction documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the work. On the basis of the site visits, the Architect shall keep the City reasonably informed about the progress and quality of

the work completed, and promptly report to the City (1) known deviations from the construction documents, (2) known deviations from the most recent construction schedule submitted by the contractor, and (3) defects and deficiencies observed in the work.

The City grants Architect with the authority to reject work that does not conform to the construction documents. Whenever the Architect considers it necessary or advisable, the City grants Architect the authority to require inspection or testing of the work in accordance with the provisions of the final construction documents, whether or not the work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the contractor, subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the work.

The Architect shall interpret and decide matters concerning performance under, and requirements of, the final construction documents on written request of either the City or contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the final construction documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both the City and contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the construction documents.

Unless the City and Contractor designate another person to serve as an initial decision maker, the Architect shall render initial decisions on disputes between the City and contractor that arise out of contractor's performance under the final construction documents.

3.2 The City shall work expeditiously and in good faith with Architect during each of the foregoing phases to ensure that Architect has all information possessed by the City in a timely manner.

3.3 Architect shall regularly meet with and provide detailed status reports to the City with respect to the Scope of Service, or any change in the Scope of Service, as follows:

i. Three (3) reviews of each shop drawing, product data item, sample and similar submittals of the contractor;

ii. Site visits at intervals appropriate for the stage of construction which is expected to be a weekly site visit by the Architect for OAC meetings and at appropriate times depending on the stage of construction for the Architect's engineers and consultants;
iii. Three (3) inspections for any portion of the work to determine whether such portion of the work is substantially complete in accordance with the requirements of the final construction documents;
iv. Two (2) inspections for any portion of the work to determine final completion.

When the limits above are reached, the Architect shall notify the City. If additional visits are needed, Architect will prepare an additional service request for City approval. City shall be responsible to pay the cost of the additional service request.

3.4 Architect shall perform the Scope of Service in a manner consistent with applicable professional and technical standards for work similar to the Scope of Service contemplated herein.

3.5 Any work product, including (but not limited to) reports, plans, maps, designs, exhibits, analyses, and the like created in the performance of Architect's duties under this Agreement shall be the exclusive property of the City. However, The Architect and the City warrant that in transmitting instruments of service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the project.

The Architect and the Architect's consultants shall be deemed the authors of their respective instruments of service, including the drawings and specifications, and shall retain all common law, statutory and other reserved rights, including copyrights.

**4. Consideration.**

4.1 In exchange for performing the obligations described in the Scope of Service, the City shall pay Architect an amount equal to six percent (6.00%) of the total construction budget which is $21,000,000.

When compensation for Architect's services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

| | |
|---|---|
| Program Verification | 3% |
| Schematic Design | 15% |
| Design Development | 20% |
| Construction Documents | 40% |
| Bidding | 2% |

Construction Administration 20%

When compensation is on a percentage basis, progress payments for each phase of Architect's services shall be calculated by multiplying the percentages identified in this Section by the City's budget for the work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the City's budget for the work.

When compensation is on a percentage basis and any portions of the project are deleted, provided as shell space, or otherwise not constructed, compensation for those portions of the project shall be payable to the extent services are performed on those portions.

The hourly billing rates for services of the Architect are set forth on Exhibit "C". The rates may be adjusted by Architect on an annual basis. Adjusted hourly billing rates shall go into effect upon the City's approval which shall not be unreasonably withheld.

Compensation for Reimbursable Expenses

Reimbursable expenses are in addition to compensation for design services and include reasonable expenses incurred by the Architect and the Architect's consultants directly related to the project, as follows:

1. Transportation and authorized out-of-state travel and subsistence;
2. Permitting and other fees required by authorities having jurisdiction over the project;
3. Printing, reproductions, plots, and standard form documents;
4. Postage, handling, and delivery;

**4.2** Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid 30 days after the invoice date shall bear interest at the rate of eight percent (8%) per annum

4.3 All changes in performance of this Agreement, or any additional services requested by the City, shall be described in detail on a change order request form, provided by the City, and which must be authorized in writing by an authorized representative of the City prior to commencing any proposed changes in performance or additional services. Architect shall not be entitled to any additional consideration for changes in performance or additional services which were not authorized as contemplated by this Section 4.3, nor for the correction of any mistakes attributable in any way to Architect, or its employees, agents, subcontractors, independent contractors, and the like, once agreed upon by Architect and City.

4.4 The City may withhold or, on account of subsequently discovered evidence, nullify the whole or part of any of the consideration payment to the extent that the City reasonably determines such withholding is necessary to protect itself from loss or liability on the account of: i) defective performance by Architect, including (but not limited to) defective goods or services not remedied; ii) any other failure to comply with the terms and conditions of this Agreement.

4.5 Upon Architect's timely remedy of the grounds for City withholding some or all of the consideration payment as contemplated by Section 4.4, the corresponding amount(s) withheld shall be paid to Architect. However, in the event of Architect's default, the City reserves the right to perform the Scope of Service, or any unfinished portion thereof, itself, or to procure the same from a third party, while holding Architect responsible for any costs if such costs have already paid to Architect. If payment for any default or unfinished work is necessary and Architect has not been compensated for that work, Architect will not be liable for the cost of said work. If the City performs any portion of the Scope of Service itself, or obtains any portion of the Scope of Service from a third party, Architect shall not be entitled to any consideration payment withheld, and Architect shall pay the City any amounts owed as contemplated by this Section 4.5, within thirty (30) days of receiving a notice of indebtedness from the City.

## 5. Termination.

5.1 The City may terminate this Agreement at any time if, in the sole discretion of the City: i) Architect's performance under this Agreement is unsatisfactory (to the sole reasonable satisfaction of the City); ii) Architect fails to perform its duties and obligations required by this Agreement with diligence or within the time specified herein; or iii) Architect has otherwise materially breached this Agreement.

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5.2 Prior to terminating this Agreement as contemplated by Section 5.1, the City must first provide written notice to Architect of the City's intent to terminate this Agreement. Said notice of termination must be provided by the City to Architect at least seven (7) calendar days prior to termination. After receiving such notice of termination from the City, Architect shall have the next five (5) working days in which to cure any deficiency noted by the City. If Architect adequately cures any such deficiency (to the sole satisfaction of the City) this Agreement shall continue. However, in the event Architect fails to adequately cure any such deficiency, this Agreement shall terminate, and Architect shall be liable for any resulting damages associated with said deficiency and breach of this Agreement. The City may pursue any such damages through all available means, whether in law or in equity, or both.

5.3 Architect may terminate this Agreement at any time: i) City defaults in the performance of its duties and obligations required by this Agreement.

5.4 Prior to terminating this Agreement as contemplated by Section 5.3, Architect must first provide written notice to City of its intent to terminate this Agreement. Said notice of termination must be provided by the Architect to the City at least seven (7) calendar days prior to termination. After receiving such notice of termination, City shall have the next five (5) working days in which to cure any deficiency noted by Architect. If City adequately cures any such deficiency, this Agreement shall continue. However, in the event City fails to adequately cure any such deficiency, this Agreement shall terminate, and City shall be liable for any resulting damages associated with said deficiency and breach of this Agreement. The Architect may pursue any such damages through all available means, whether in law or in equity, or both.

5.5 The City may (in its sole discretion) terminate, suspend, or abandon this Agreement without cause at any time by providing written notice to Architect of the City's intention to terminate this Agreement without cause. Said notice of termination must be provided by the City to Architect at least seven (7) calendar days prior to termination. In the event the City terminates, suspends, or abandons this Agreement without cause pursuant to this Section, the City shall pay Architect a proportionate amount of the consideration payment for any of the Scope of Service which was actually performed or provided prior to termination, suspension, or abandonment.

If the City suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. The Architect's fees for the remaining services and the time schedules shall be subject to renegotiation if the suspension is more than 90 cumulative days.

If the City suspends the project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving no less than seven days' written notice.

If the City fails to make payments to the Architect for more than 90 cumulative days, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the City before suspending services. In the event of a suspension of services, the Architect shall have no liability to the City for delay or damage caused the City because of such suspension of services. Before resuming services, the City shall pay the Architect all sums due prior to suspension.

5.6 Any Scope of Service which Architect has completed or performed prior to the date of any termination, suspension, or abandonment, shall be recorded, and tangible work documents and shall be transferred to, and become the sole property of, the City.

## 6. Taxes.

6.1 Each party shall be solely responsible for any tax liability which it may incur as a result of this Agreement.

## 7. Indemnification and Insurance.

7.1 Architect shall be solely responsible for any damage or injury which it, or its employees, agents, subcontractors, independent contractors, and the like, may cause in the performance of this Agreement. Consequently, to the fullest extent permitted by law, Architect shall indemnify, and hold harmless the City, any subsidiary or affiliate of the City, and its past, present and future agents, representatives, and employees from and against all claims, damages, lawsuits, losses, liabilities, liens, cost, citations, penalties, fines and expenses, including (but not limited to) attorneys' fees, arising out of or resulting from Architect's performance of this Agreement, provided that such claims, damages, losses, liabilities, liens, costs, citations, penalties, fines, and expenses are caused in whole or in part by any negligent, grossly negligent, reckless, or intentional act or omission attributable in any way to Architect, or its employees, agents, subcontractors, independent contractors, and the like, or anyone directly or indirectly employed by Architect or any subcontractor, or any party for whose acts Architect may be liable, regardless of whether liability is imposed upon such party. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity, which may otherwise exist in favor of the City. In any and all claims against the City, or any subsidiary or affiliate, or any of its past, present or future agents, representatives, or employees, by Architect, or its current or former employees, agents, subcontractors, independent contractors, and the like, or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

7.2 The City shall indemnify and hold harmless Architect, its parent, subsidiaries, affiliates, agents, shareholders, directors, and employees from and against all damages, costs, liabilities (including reasonable attorneys' fees and expenses) arising from or related to the negligent, grossly negligent, reckless or intentional act or omission of the City with respect to the subject matter of this Agreement and the City's responsibilities during construction.

7.3 Architect, at its own expense, shall provide: Workers' Compensation Insurance: Statutory workers' compensation insurance (Part A). Such insurance shall also include employer's liability (Part B) insurance in a limit of not less than $1,000,000 for each: accident, disease and employee. No owner or officer may be excluded. Rights of subrogation against the city shall be waived.

7.4 Architect, at its own expense, shall maintain General Liability Insurance: Commercial General Liability insurance written on an occurrence basis, arising out of claims for bodily injury (including death), property damage, products liability, completed operations liability, personal injury, advertising injury, damage to premises rented to you, with not less than $2,000,000.00 per occurrence and $4,000,000 aggregate, with the contractor naming the City as Additional Insured for ongoing and completed operations, on a primary and non-contributory basis, with rights of subrogation against the city waived.

7.5 Architect, at its own expense, shall maintain automobile public liability insurance with bodily injury and death limits of at least $250,000.00 for any one person, and $500,000.00 for any one occurrence, and a property damage limit per occurrence of $250,000.00. Such benefits and coverage shall not be deemed to limit Architect' liability under this Agreement. It is intended by this Section 7.5 that the requirements set forth herein will satisfy applicable minimum requirements under Utah law. However, in the event that the foregoing requirements do not satisfy applicable Utah law, Architect must maintain automobile public liability insurance in amounts satisfying applicable Utah law.

7.6 Architect, at its own expense, shall maintain professional liability/errors and omissions insurance appropriate to Architect' profession, with a minimum coverage of $2,000,000.00 per occurrence and $4,000,000.00 in the aggregate. The professional liability/errors and omissions insurance required by this Section 7.6 must be project specific with at least a one-year extended reporting period (or longer upon request by the City. Architect shall, likewise, require its subcontractors, if any, to provide for such benefits and to maintain such insurance at no expense to the City.

7.7 Before commencing the Scope of Service, and at any time thereafter upon written request by the City, Architect shall furnish the City with a copy of certificates of insurance as evidence that policies providing the coverage required by this Agreement are in effect.

7.8 All insurance required by this Agreement, with the exception of worker's compensation and employer's liability policies, shall include the City, its directors, officers, agents, and employees as additional insured persons with respect to the activities of Architect in the performance of this Agreement, or that of its employees, agents, subcontractors, independent contractors, and the like. Any certificate or certificates presented as evidence of insurance shall specify the date when such benefits and insurance expire. Unless a different length of time is expressly set forth in this Agreement, Architect shall maintain any insurance required by this Agreement until after the Scope of Service has been fully performed by Architect, and subsequently approved and accepted by the City. Architect shall provide the City with written notice at least sixty (60) days in advance of any cancellation, termination, or material alteration of said policies of insurance.

## 8. Representations and Warranties.

8.1 Each party represents that: i) its signatory has the authority to the party to this Agreement; and ii) It has not sold, assigned, or otherwise transferred any interest in the claims or subject matter contemplated by this Agreement.

8.2 Architect represents and warrants that:

i) Architect has sufficiently and reasonably researched the requirements of this Agreement, understands the same, and is able to competently perform each of its duties and obligations required hereunder;

ii) Architect shall perform its obligations required by this Agreement in a manner consistent with applicable professional and technical standards for Scope of Service of a similar and comparable nature, and shall ensure that the implementation thereof is also performed in an applicable professional, technical, and workman-like manner. Architect shall correct any defect in its performance at no additional cost to the City. Upon request by the City, Architect must be able to summarize and concisely report pertinent information associated with this Agreement and the performance thereof to the City in a timely manner. Architect shall not make any alterations or variations in or additions to, or omissions from, its duties and obligations contemplated by this Agreement, without the prior written consent of the City; and

iii) Architect's licensure or authority to transact business issued by the Utah Division of Corporations and Commercial Code and the Utah Division of Occupational and Professional Licensing, as well as any other required licensure, is currently active, and shall remain active throughout the performance of this Agreement.

**9. Confidentiality.**

9.1 The parties acknowledge that this Agreement may be subject to public disclosure pursuant to the Government Records Access and Management Act, UTAH CODE ANN. § 63G-2-101, *et seq.*, as the same may be amended from time to time.

9.2 Notwithstanding Section 9.1, Architect agrees that, except as directed by the City, Architect shall not at any time during or after the term of this Agreement disclose to any person or entity any information or document provided by the City which the City has designated as "confidential" or "private." Upon the conclusion or termination of this Agreement, Architect shall turn over to the City all documents, papers, and other matter, including copies thereof, which are in Architect' possession or control, and which are designated "confidential" or "private." Architect further agrees to bind its employees and any sub-contractors to the terms and conditions of this Section 9.2.

**10. Equal Opportunity.** Neither Architect, nor any sub-contractor of Architect, shall discriminate against any employee, applicant for employment, or recipient of services on the basis of race, religion, color, sex, age, disability, or national origin.

**11. Record Keeping and Audits.** Architect shall maintain accurate accounting records for all goods and services provided in the performance of this Agreement and shall retain all such records for a period of at least three (3) years following the termination or completion of this Agreement. Upon forty-eight (48) hours written notice and during normal business hours, the

City shall have access to and the right to audit any records or other documents pertaining to this Agreement. Architect shall furnish copies of any records requested by the City at Architect' expense

## 12. Relationship of the Parties, and Immunity.

12.1 The relationship between the parties shall be that of independent contracting parties. Each party shall be responsible for the manner of its own performance of this Agreement. Nothing herein shall be construed to create an employer-employee, principal-agent, or other similar relationship. Neither party is authorized to, nor shall either party, enter into any contract or commitment on behalf of the other party. Neither party shall be considered an affiliate or subsidiary of the other party. It is expressly understood that this Agreement, including the performance thereof, is not a joint venture, partnership, or any other relationship other than that of independent contracting parties.

12.2 Nothing in this Agreement, nor the performance hereof, shall adversely affect any immunity from suit, or any right, privilege, claim or defense, which the City or its employees, officers, and directors may assert under State of Federal law, including (but not limited to) The Governmental Immunity Act of Utah, UTAH CODE ANN. § 63G-7-101, *et seq*. All claims against the City or its employees, officers, and directors are subject to the provisions of the aforementioned act, which controls all procedures and limitations in connection with any claim of liability.

The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the City's confidential or proprietary information if the City has previously advised the Architect in writing of the specific information considered by the City to be confidential or proprietary. The City shall provide professional credit for the Architect in the City's promotional materials for the Project. This Section 12.2 shall survive the termination of this Agreement unless the City terminates this Agreement for cause.

## 13. Notice.

13.1 If any notice is required to be provided pursuant to the terms and conditions of this Agreement, said notice must be provided as follows:

To the City:
Lehi City Corporation
Attn: Jason Walker
Lehi City Administrator
153 North 100 East
Lehi, Utah 84043

To Architect:
VCBO
Attn: Nathan Leavitt
Principal
524 South 600 East
Salt Lake City, UT 84102

13.2 If notice is sent via regular mail, commercial courier, and the like, receipt thereof shall be presumed on the third Calendar Day thereafter.

13.3 The designation of any address or individual contemplated by this Section 13. may be changed by notice given in the same manner as provided in this Section 13.

**14. Attorneys' Fees and Costs.** Each party shall bear its own attorneys' fees and costs incurred in connection with the drafting, execution, and performance of this Agreement. However, if any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party in such action shall be entitled to recover reasonable attorneys' fees, legal costs, and other collection fees and costs incurred by said prevailing party in connection with the suit, both before and after judgment, in addition to any other relief to which such party may be entitled.

**15. Non-Waiver.** No failure to exercise and no delay in exercising any right, remedy, or power under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right, remedy, or power under this Agreement preclude any other or further exercise thereof, or the exercise of any other right, remedy or power provided herein or by law or in equity.

**16. Binding Effect.** This Agreement is binding upon the parties and their proper and allowable heirs, legatees, representatives, successors, transferees, assignees, and delegatees.

**17. Assignment.** Neither party hereto may assign this Agreement, nor delegate any responsibilities under this Agreement. Any purported assignment or delegation in violation of this Section 17, without prior written consent from the non-assigning party, shall be void, and will be considered a material breach of this Agreement.

**18. Time.** Time is of the essence with this Agreement, as well as every term, covenant, and condition contained herein.

**19. Force Majeure.** Neither party will be liable for any failure or delay in performing an obligation under this Agreement that is due to causes beyond its reasonable control, such as natural catastrophes, pandemics, governmental acts or omissions, laws or regulations, labor strikes or difficulties, transportation stoppages or slowdowns or the inability to procure parts or materials. If any of these causes continue to prevent or delay performance for more than 180 days, the non-delaying party may terminate this Agreement, effective immediately upon notice to the delaying party.

**20. Amendments.** This Agreement may not be modified, amended, or terminated, except by an instrument in writing, signed by each party hereto.

**21. Further Assurances.** The City and Architect mutually agree to execute such other documents and to take such other action as may be reasonably necessary to further the purposes of this Agreement.

**22. Incorporation of Miscellaneous Material.** Each section of this Agreement shall be considered a part hereof, including (but not limited to) Sections 1. and 2., respectively. Likewise, any exhibit referenced in this Agreement is made a part hereof.

**23. Drafting and Voluntary Execution.**

23.1 The negotiation and drafting of this Agreement have been accomplished collectively by each party hereto, and for all purposes this Agreement shall be deemed to have been drafted jointly by each such party. The parties acknowledge that they have been represented by counsel of their choice in all matters connected with the negotiation and preparation of this Agreement, or that they have had the opportunity to be represented by counsel, and that they have reviewed this Agreement with their counsel, or that they have had the opportunity to review this Agreement with their counsel, and that they fully understand the terms of this Agreement and the consequences thereof. Furthermore, the parties hereto have been afforded the opportunity to negotiate as to any and all terms of this Agreement, and each party is executing this Agreement voluntarily and free of any undue influence, duress, or coercion. The parties further acknowledge that they have relied on their own judgment, belief, knowledge, and advice from their own representatives, consultants, affiliates, and agents, as to the extent and effect of the terms and conditions contained herein. The parties are not relying upon any statement or representation made by any other party or any officer, director, employee, agent, servant, adjustor, or attorney acting on behalf of another party, unless such a statement or representation is expressly set forth in this Agreement.

23.3 The headings in this Agreement are for convenience only and shall not be interpreted to limit the meaning of the language contained herein in any way.

**24. Severability.** If any provision of this Agreement is determined to be invalid or unenforceable, the remaining provisions of this Agreement shall, nevertheless, be construed, performed, and enforced as if the invalidated or unenforceable provision had not been included in the text of the Agreement.

**25. Governing Law.**

25.1 This Agreement shall be construed in accordance with the laws of the State of Utah, regardless of any choice or conflict of law rules.

25.2 Each party agrees that any legal action or proceeding with respect to this Agreement may only be brought in the courts of Utah County, in the State of Utah. Consequently, each party hereby submits itself unconditionally to the jurisdiction and venue of the aforementioned courts.

25.3 Notwithstanding the foregoing, other Federal, State, and municipal laws, regulations, rules, orders, and ordinances may be applicable to this Agreement. Architect shall comply with any such applicable law, including (but not limited to) obtaining any permits required to perform the Scope of Service.

**26. Third-Party Beneficiaries.** This Agreement is not meant to create any rights or benefits (whether intended or incidental) for any third party. Only the named parties to this Agreement may enforce the terms and conditions hereof.

**27. Entire Agreement.** All agreements, covenants, representations and warranties – express or implied, oral or written – of the parties concerning the subject matter hereof are contained solely in this Agreement, subject to any implied warranties and conditions imposed upon the parties by Utah law. No other agreements, covenants, representations, or warranties – express or implied, oral or written – have been made by any party to any other party concerning the subject matter hereof. All prior and contemporaneous conversations, negotiations, possible and alleged agreements, representations, covenants, and warranties concerning the subject matter hereof are merged herein. This is an integrated agreement.

**28. Duplicate Originals.** This Agreement may be executed in identical duplicate originals, each of which shall be deemed to be an original, and all of which shall be deemed to constitute one and the same instrument.

**29. Signatures.** The City and Architect voluntarily enter into this Agreement, as evidenced by affixing their respective signatures, below.

City:

_____

By: Mark Johnson
Its: Mayor

Dated: _____

Attest:

_____

Teisha Wilson, City Recorder

Dated: _____

Architect:

_____
By: Nathan Leavitt
Its: Principal Architect

Dated:_____

STATE OF UTAH )

: ss.

COUNTY OF UTAH )

On this _____ day of _____, 2023, personally appeared before me _____, whose identity is personally known to me (or proven on the basis of satisfactory evidence) and who by me duly sworn/affirmed, did say that he/she is the Principal Architect of VCBO Architecture and that said document was signed by him/her in behalf of said VCBO Architecture by Authority of its Articles of Organization, Operating Agreement, or Resolution of its Members/Managers and said _____ acknowledged to me that said Company executed the same.

Witness my hand and official seal.

_____

*(notary signature)*

Dated the _____ day of _____, 2023.

**Agenda Item No: 6**

# City Council Agenda Item Report

Meeting Date: February 28, 2023
Submitted By: Brittney Harris
Submitting Department: Planning Division
Item Type: Action Item
Agenda Section: Regular Agenda

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**Subject:**
Consideration of granting a Grading Permit for the Skye Substation on 12.02-acres of property located northwest of Horton Way.

**Suggested Action:**

**Attachments:**

CC Staff Report Skye Substation Grading 02.14.23.docx

Skye Substation Grading Permit DRC 01.04.23.docx

Skye Substation grading narrative.pdf

Skye Substation Grading updated plans.pdf

Aerial Map.pdf

General Plan Map.pdf

Zoning Map.pdf

# SKYE SUBSTATION GRADING PERMIT

## CITY COUNCIL REPORT

| | |
|---|---|
| **Applicant** | DR Horton |
| **Meeting Date** | February 14, 2023 |
| **Requested Action/Purpose** | Approval of a proposed grading permit |
| **Location** | Approximately 4700 North 100 East |
| **Existing Zoning** | TH-5 |
| **General Plan Designation** | Environmentally Sensitive Area (ESA) |
| **Existing Land Use** | Undeveloped Hillside |
| **Date of DRC Review** | January 4, 2023 |
| **Date of Planning Commission Review** | January 26, 2023 |
| **Assigned Planner** | Brittney Harris |

## REQUIRED ACTION

| | |
|---|---|
| **Planning Commission** | Public hearing and recommendation |
| **City Council** | Final approval |

## APPLICABLE DEVELOPMENT CODE REGULATIONS

**Section 12-B.050 Grading Permit Issuance.**

(a) When considering the approval of the grading permit the Public Works Director, Reviewing Departments, and (when applicable), Planning Commission and City Council, will verify that all of the following criteria are met (in addition to other applicable requirements of this code and other city codes):

(i) Approval of the proposal will not pose a threat to or be detrimental to the public health, safety, and welfare, nor be materially detrimental to fish and wildlife habitat and/or water resources as determined by an expert consultant.

(ii) The proposal is not in a sensitive lands area, as defined by Sections 12.060 (J) (K) of the Lehi City Development Code.

## PROPERTY HISTORY

**August 23, 2022** City Council approved the Draper-Lehi Municipal Boundary Line Adjustment bringing this land into Lehi City. Council also approved the General Plan designation of ESA

## REPORT ANALYSIS

The applicant requests approval of the Skye Substation Grading permit. The applicant intends to build a substation to provide power to the future Skye community. The grading permit will allow them to start creating the buildable pad for the substation. The grading plan includes approximately 12-acres which necessitates the Planning Commission review and the City Council approval of the proposed grading plan.

Following DRC, the applicant provided updated plans and a narrative providing more information. The narrative states that all of the material will be used on site, so they did not provide a haul route map. They also stated that the grading will be completed nine months after City Council approval. They have a note that they will reseed with a native seed mix.

The DRC reviewed the proposed grading plan and had seven redline comments. These were all updated with the revised version.

## POSSIBLE MOTIONS AND FINDINGS

The City Council may approve or deny the proposed grading permit. Any motion should include findings. Possible findings include:

1. The proposed grading will allow for a future substation providing power on the east side of Lehi.
2. The proposed use, at the proposed location, will/will not be detrimental or injurious to property or improvements in the vicinity.
3. The proposed use will be located and conducted in a manner in compliance with the goals and policies of the Lehi City General Plan and the purposes of this Code.
4. Additional findings based upon information presented during the public hearing.

## PLANNING COMMISSION RECOMMENDATION

The Planning Commission reviewed the proposed grading permit on January 26, 2023. The minutes and motion from that meeting follows:

**2.5) Public hearing and recommendation of DR Horton's request for review of the Skye Substation Grading Permit on 12.02-acres of property located northwest of Horton Way.**
Jacob Curtis presented information on the agenda item.

Jeff Stephenson was present with DR Horton. All material will be used on site.

Commission Chair Newall opened the public hearing.

Commission Chair Newall closed the public hearing.

> **Motion:** Commissioner Bunker moved to recommend approval of **DR Horton's request for review of the Skye Substation Grading Permit on 12.02-acres of property located northwest of Horton Way,** including all DRC comments and findings stated in the report. Commissioner Everett seconded.
>
> **Vote:** Commissioner Jackson, yes; Commissioner Bunker, yes; Commissioner Eyre, yes; Commissioner Newall, yes; Commissioner Everett, yes. The motion passed unanimously.

**Skye Substation Grading Permit**
**DRC Redline Comments**

*DR Horton- requests review of the Skye Substation Grading permit on 12.02-acres of property located northwest of Horton Way.*

DRC Members Present: Glade Kirkham, Garion Rowett, Ryan Allred, Jacob Hernandez, Kim Struthers, Gary Smith, Ross Dinsdale, Trent Dyer, Luke Seegmiller, Brittney Harris
Representatives of the Applicant Present:
Date of Plans Reviewed: 12/15/22
Time Start: 3:23pm
Time End: 3:35pm

**DRC REDLINE COMMENTS:**
**Glade – Power:** No comments
**Garion – Fire:**
1. Add Note: "Fire protection must be provided during all grading activities in this Wildland Urban Interface."
**Ryan – Water/Sewer:** No comments
**Trent – Parks:**
2. Show and label existing Bonneville Shoreline Trail that will need to be relocated by a professional trail builder as part of this project.
**Gary – Building/Inspections:** No comments
**Jacob – Public Works:** No comments
**Ross – Engineering:** No comments
**Luke- Traffic:** No comments
**Kim – Planning:**
4. Include a narrative that outlines the relevant information:
   a) The amount of material to be moved and/or removed. Extractable volumes must also be provided in both bank cubic
   yards and loose cubic yards.
   b) The number of estimated total truck loads.
   c) The number of estimated daily trips/truck loads.
   d) A completion date.
   e) Temporary vegetative protection during the time of grading.
   f) Dust control measures.
5. Provide a more detailed vicinity map that includes the land uses in the Skye Area Plan.
6. Recommend contouring the cut slopes in a more natural way since this will be very visible from lower areas of the development and SR-92.
7. Need to show revegetation of the cut slope areas with details of the seed mix, revegetation practices, etc..

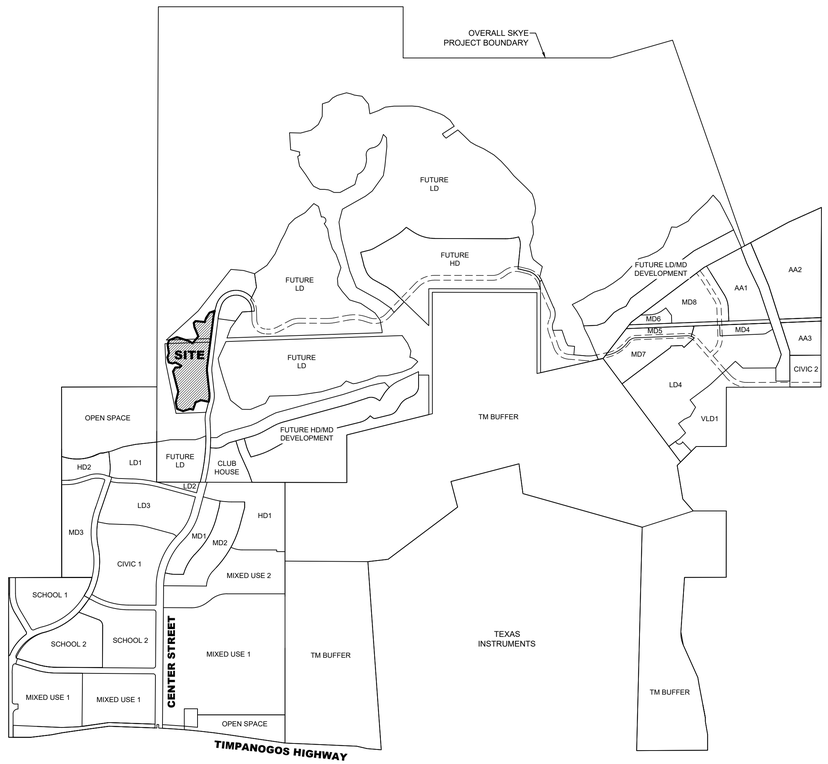
THIS ITEM WILL BE SCHEDULED FOR PLANNING COMMISSION ON JANUARY 26, 2023

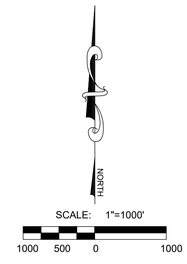
**Note: This list of corrections and deficiencies should not be considered as an all-inclusive or final list. The items listed need to be corrected and resolved and a new set of information submitted for review by the DRC. Further corrections and deficiencies may still be noted as the DRC further reviews the resubmitted information.**

**January 12, 2023**

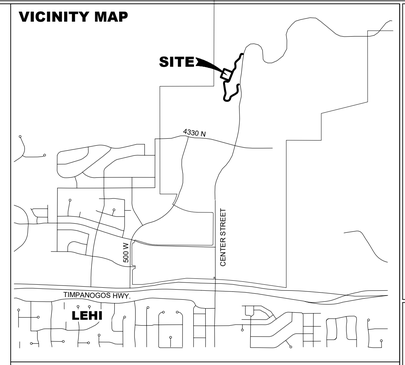
**Narrative for Skye sub-station grading permit.**

1) **Reason is to prepare site for Geotechnical Study and prepare rough grade of access roads**
    a. **Total amount of material to be moved is summarized with the following:**
        i. **126,246 cubic yards (cy) of cut**
        ii. **1,587 cy of fill**
        iii. **Net cut of 124,659 cy**
    b. **No material will be moved off site**
    c. **No material will be moved off site**
    d. **Completion date: 9 months after city council approval**
    e. **Temporary vegetative protection: 4' temporary constructive fence may be installed indicating boundary scope of work**
    f. **Dust Control measure – water truck will be on site**
    g. **Traffic control plans – not applicable**
2) **Plan to reseed with native seed mix, and additional erosion control measures may be used if necessary**
3) **General Vicinity map – see attached**
4) **Metes and bounds description – see attached**
5) **Map of subject area – see attached**
6) **Main haul route- no material will be hauled off site**
7) **Retaining walls - no retaining walls are currently planned**
8) **Required permits for stream or watercourse = N/A**
9) **Storm water pollution prevention plan = silverleaf will provide**
10) **Utah State Notice of Intent – will be completed by silverleaf**




## VICINITY MAP




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## BOUNDARY DESCRIPTION

A portion of the Northwest Quarter of Section 28, Township 4 South, Range 1 East, Salt Lake Base and Meridian, described more particularly as follows:

Beginning at a point being located N0°10'43"E along the Section Line 1121.64 feet and East 723.88 feet from the West Quarter Corner of Section 28, Township 4 South, Range 1 East, Salt Lake Base and Meridian (Basis of Bearing: N89°52'57"E between the Southwest Corner and the South Quarter Corner of Section 22, T4S, R1E, SLB&M); thence N78°15'12"W 109.55 feet; thence S68°20'33"W 81.15 feet; thence S18°56'07"W 108.27 feet; thence N75°24'28"W 43.96 feet; thence S72°06'52"W 103.03 feet; thence N68°57'45"W 89.34 feet; thence N11°35'28"W 93.07 feet; thence N13°44'41"E 151.33 feet; thence N14°31'27"W 293.56 feet; thence N30°14'38"E 64.35 feet; thence N87°34'20"E 57.64 feet; thence N48°23'01"E 33.62 feet; thence N61°04'57"W 90.53 feet; thence S75°19'55"W 45.46 feet; thence N74°55'35"W 53.39 feet; thence N15°29'58"W 73.56 feet; thence N20°14'42"E 62.63 feet; thence N09°13'15"W 119.80 feet; thence N19°12'36"E 65.97 feet; thence N68°25'46"E 118.61 feet; thence S71°40'24"E 184.42 feet; thence S54°36'47"E 51.81 feet; thence N39°44'26"E 126.43 feet; thence N22°34'27"W 140.81 feet; thence N08°59'46"W 60.33 feet; thence N45°33'57"E 35.59 feet; thence S84°14'59"E 128.13 feet; thence N19°35'59"E 62.24 feet; thence N33°24'17"E 86.82 feet; thence N71°47'44"E 75.20 feet; thence along the arc of a non-tangent curve to the left 102.07 feet with a radius of 783.23 feet through a central angle of 07°28'01", chord: S11°00'30"W 102.00 feet; thence S07°16'29"W 670.16 feet; thence along the arc of a curve to the left 101.88 feet with a radius of 431.00 feet through a central angle of 13°32'38", chord: S00°30'10"W 101.65 feet; thence S06°16'09"E 282.17 feet; thence along the arc of a curve to the right 114.57 feet with a radius of 319.00 feet through a central angle of 20°34'42", chord: S04°01'12"W 113.96 feet; thence S14°18'33"W 9.22 feet to the point of beginning.

Contains: ±12.02 acres.

## LEGEND

| EXISTING | PROPOSED | |
|---|---|---|
| | | BOUNDARY LINE |
| | | STREET CENTERLINE |
| | | EASEMENT LINE |
| | | LOT LINES |
| EX SS | SS | SEWER PIPE |
| | | SEWER MANHOLE |
| | | SEWER SERVICE |
| EX SD | SD | STORM DRAIN PIPE (RCP) |
| | | STORM DRAIN MANHOLE |
| | | CURB INLET |
| | | COMBO BOX |
| | | 4'x4' CATCH BASIN |
| | | 3'x3' CATCH BASIN |
| | | INLET/OUTLET W/ GRATE |
| EX W | W | CULINARY WATER PIPE |
| | | 45° PIPE ELBOW (W) |
| | | 22.5° PIPE ELBOW (W) |
| | | 11.25° PIPE ELBOW (W) |
| | | FIRE HYDRANT |
| | | SERVICE & METER (W) |
| | | PRV(W) |
| | | AIR-VAC VALVE (W) |
| | | BLOW-OFF (W) |
| | | TEMP. BLOW-OFF (W) |
| | | VALVE (W & SW) |
| | | TEE |
| | | CROSS |
| EX PI | PI | PRESSURIZED IRRIGATION |
| | | 45° PIPE ELBOW (PI) |
| | | 22.5° PIPE ELBOW (PI) |
| | | 11.25° PIPE ELBOW (PI) |
| | | SINGLE SW SERVICE |
| | | DUAL SW SERVICE |
| | | AIR-VAC VALVE (PI) |
| | | BLOW-OFF (SW) |
| | | TEMP. BLOW-OFF (PI) |
| STOP | STOP | STOP SIGN |
| | | STREET SIGN |
| | | MONUMENT |
| X | X | FENCE |
| | | STREET LIGHT |
| | | POWER POLE |
| | | DITCH |
| EX FO | | FIBER OPTIC |
| EX GAS | | GAS |
| OHP | | OVERHEAD POWER |
| | | FLOW ARROW |
| | | CONTOURS |

## DEVELOPER / OWNER

DR HORTON INC

## ENGINEER

LEI CONSULTING ENGINEERS
3302 NORTH MAIN
SPANISH FORK, UTAH 84660
(801)798-0555

## PROJECT NAME

SKYE


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# SKYE - POWER STATION
LEHI CITY, UTAH

# COVER

| REVISIONS | |
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LEI PROJECT #: 2020-0067
DRAWN BY: RWH
DESIGNED BY: BCT
SCALE: 1"=1000'
DATE: 01/13/2023

SHEET
COVER

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## GENERAL NOTES

1. ALL IMPROVEMENTS SHALL BE CONSTRUCTED AND INSPECTED IN STRICT ACCORDANCE WITH ALL JURISDICTIONAL AUTHORITIES.
2. CONTRACTOR SHALL COMPLY WITH THE STANDARDS INDICATED WITHIN THE CONSTRUCTION DOCUMENTS. THE CONTRACTOR SHALL NOTIFY ALL AGENCIES, OWNERS, ENGINEERS, AND UTILITY COMPANIES FIVE DAYS PRIOR TO A PRE-CONSTRUCTION MEETING.
3. IT IS INTENDED THAT THESE PLANS AND SPECIFICATIONS REQUIRE ALL LABOR AND MATERIALS NECESSARY AND PROPER FOR THE WORK CONTEMPLATED AND THAT THE WORK BE COMPLETED IN ACCORDANCE WITH THEIR TRUE INTENT AND PURPOSE. THE CONTRACTOR SHALL NOTIFY THE ENGINEER IMMEDIATELY REGARDING ANY DISCREPANCIES OR AMBIGUITIES WHICH MAY EXIST IN THE PLANS OR SPECIFICATIONS. THE ENGINEER'S INTERPRETATION THEREOF SHALL BE CONCLUSIVE.
4. WHERE THE PLANS OR SPECIFICATIONS DESCRIBE PORTIONS OF THE WORK IN GENERAL TERMS BUT NOT IN COMPLETE DETAIL, IT IS UNDERSTOOD THAT ONLY THE BEST GENERAL PRACTICE IS TO PREVAIL AND THAT ONLY MATERIALS AND WORKMANSHIP OF THE FIRST QUALITY ARE TO BE USED.
5. CONTRACTOR SHALL INSPECT THE SITE OF THE WORK PRIOR TO BIDDING TO SATISFY THEMSELVES BY PERSONAL EXAMINATION OR BY SUCH OTHER MEANS AS THEY MAY PREFER, OF THE LOCATION OF THE PROPOSED WORK, AND OF THE ACTUAL CONDITIONS OF, AND AT, THE SITE OF WORK. IF, DURING THE COURSE OF THEIR EXAMINATION, A BIDDER FINDS FACTS OR CONDITIONS WHICH APPEAR TO THEM TO BE IN CONFLICT WITH THE LETTER OR SPIRIT OF THE PROJECT PLANS AND SPECIFICATIONS, THEY SHALL CONTACT THE ENGINEER FOR ADDITIONAL INFORMATION AND EXPLANATION BEFORE SUBMITTING THEIR BID. SUBMISSION OF A BID BY THE CONTRACTOR SHALL CONSTITUTE ACKNOWLEDGMENT THAT, IF AWARDED THE CONTRACT, (1) THEY HAVE RELIED AND ARE RELYING ON THEIR OWN EXAMINATION OF THE SITE OF THE WORK, (2) ACCESS TO THE SITE, AND (3) ALL OTHER DATA AND MATTERS REQUISITE TO THE FULFILLMENT OF THE WORK AND ON THEIR OWN KNOWLEDGE OF EXISTING FACILITIES ON AND IN THE VICINITY OF THE SITE OF THE WORK TO BE CONSTRUCTED UNDER THIS CONTRACT. THE INFORMATION PROVIDED BY THE OWNER OR THE ENGINEER IS NOT INTENDED TO BE A SUBSTITUTE FOR, OR A SUPPLEMENT TO THE INDEPENDENT VERIFICATION BY THE CONTRACTOR TO THE EXTENT SUCH INDEPENDENT INVESTIGATION OF SITE CONDITIONS IS DEEMED NECESSARY OR DESIRABLE BY THE CONTRACTOR. CONTRACTOR SHALL ACKNOWLEDGE THAT THEY HAVE NOT RELIED SOLELY UPON OWNER OR ENGINEER FURNISHED INFORMATION REGARDING SITE CONDITIONS IN PREPARING AND SUBMITTING THEIR BID.
6. NO ALLOWANCE WILL BE MADE FOR DISCREPANCIES OR OMISSIONS THAT CAN BE EASILY OBSERVED. VERIFY ALL EXISTING CONDITIONS BEFORE BIDDING AND ANSWER ANY QUESTIONS BEFORE CONSTRUCTION.
7. ALL TRAFFIC CONTROL IS TO CONFORM TO THE CURRENT MUTCD AND UDOT STANDARDS. FOR ALL WORK WITHIN PUBLIC RIGHTS-OF-WAYS OR EASEMENTS, THE CONTRACTOR SHALL PRESERVE THE INTEGRITY AND LOCATION OF ANY AND ALL PUBLIC UTILITIES AND PROVIDE THE NECESSARY CONSTRUCTION TRAFFIC CONTROL. CONTRACTOR SHALL, THROUGH THE ENCROACHMENT PERMIT PROCESS, VERIFY WITH THE NECESSARY REGULATORY AGENCIES, THE NEED FOR ANY TRAFFIC ROUTING PLAN. IF PLAN IS REQUIRED, CONTRACTOR SHALL PROVIDE PLAN AND RECEIVE PROPER APPROVALS PRIOR TO BEGINNING CONSTRUCTION. THE CONTRACTOR SHALL PROVIDE ALL LIGHTS, BARRICADES, SIGNS, FLAGMEN OR OTHER DEVICES NECESSARY FOR PUBLIC SAFETY.
8. THE CONTRACTOR SHALL BE HELD RESPONSIBLE FOR ANY FIELD CHANGES MADE WITHOUT PRIOR WRITTEN AUTHORIZATION FROM THE OWNER AND/OR ENGINEER.
9. CONTRACTOR TO VERIFY EXISTING CONDITIONS, TIE IN POINTS, UTILITY CONNECTIONS, ETC. PRIOR TO CONSTRUCTION AND NOTIFY ENGINEER OF ANY DISCREPANCIES.
10. THE CONTRACTOR SHALL EXERCISE DUE CAUTION AND SHALL CAREFULLY PRESERVE BENCHMARKS, CONTROL POINTS, SECTION CORNERS, REFERENCE POINTS AND ALL SURVEY STAKES, AND SHALL BEAR ALL EXPENSES FOR REPLACEMENT AND/OR ERRORS CAUSED BY UNNECESSARY LOSS OR DISTURBANCE.
11. CONTRACTOR TO FURNISH, MAINTAIN, AND RESTORE ALL SURVEY MONUMENTS AND MONUMENT REFERENCE MARKERS WITHIN THE PROJECT SITE. CONTRACTOR TO CONTACT THE CITY OR COUNTY SURVEYOR FOR MONUMENT PERMITTING, LOCATIONS AND CONSTRUCTION DETAILS.
12. ALL EXISTING ASPHALT WILL BE SAW CUT IN NEAT STRAIGHT LINES BY THE CONTRACTOR PRIOR TO EXCAVATION.

## GENERAL CLEARING AND GRADING NOTES

1. CLEARING, GRUBBING AND DISPOSAL OF VEGETATIVE MATERIAL NEEDS TO BE IN ACCORDANCE WITH STATE AND COUNTY REGULATIONS, WHICH APPLY TO SOLID WASTE.
2. THE EXISTING TOPOGRAPHY SHOWN ON THESE PLANS IS BASED ON DRAWINGS AND A TOPOGRAPHIC SURVEY PERFORMED BY LEI ENGINEERS (UNLESS OTHERWISE NOTED). IF THE EXISTING GRADE IS DIFFERENT FROM WHAT IS SHOWN ON THE GRADING PLAN, CONTRACTOR TO NOTIFY ENGINEER IMMEDIATELY.
3. ALL EARTH WORK SHALL BE PERFORMED IN ACCORDANCE WITH THE GEOTECHNICAL ENGINEER'S REPORT.
4. WHEN USING ELECTRONIC FILES OF MASS GRADING SITES PREPARED BY LEI THE CONTRACTOR MUST USE THE DIGITAL TERRAIN MODEL CREATED BY AUTODESK CIVIL 3D AND NOT A REPRODUCTION OF PROPOSED CONTOURS. LEI IS NOT RESPONSIBLE FOR ANY INACCURACIES, ERRORS AND/OR DISCREPANCIES DUE TO CONVERSION OR USE OF ELECTRONIC FILES.
5. NO CHANGE IN DESIGN LOCATION OR GRADE WILL BE MADE BY THE CONTRACTOR WITHOUT THE WRITTEN APPROVAL OF THE PROJECT ENGINEER.
6. EROSION CONTROL - A STORMWATER POLLUTION PREVENTION PLAN (SWPPP) IS REQUIRED IN ACCORDANCE WITH THE UTAH POLLUTANT DISCHARGE ELIMINATION SYSTEM (UPDES) PERMIT FOR CONSTRUCTION, OUTLINING HOW EROSION AND SILTATION WILL BE CONTROLLED. CONTRACTOR IS RESPONSIBLE FOR OBTAINING AND MAINTAINING THE APPROPRIATE PERMITS AND INSPECTIONS. A COPY OF THE PLAN MUST BE ON SITE AT ALL TIMES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR IMPLEMENTING THE PLAN AND INSTALLING AND MAINTAINING THE EROSION CONTROL FACILITIES WITH EACH PHASE OF WORK. SHOULD SILT LEAVE THE SITE OR EROSION OCCURS, IT WILL BE THE CONTRACTORS RESPONSIBILITY TO TAKE CORRECTIVE ACTION AND REPAIR ANY DAMAGE CAUSED BY THE SILT OR EROSION IMMEDIATELY. ALL COSTS ASSOCIATED WITH THE MODIFICATION AND APPROVAL OF THE PLAN WILL BE THE RESPONSIBILITY OF THE CONTRACTOR.
7. FIRE PROTECTION MUST BE PROVIDED DURING ALL GRADING ACTIVITIES IN THIS WILDLAND URBAN INTERFACE.
8. ALL CUT SLOPES AND DISTURBED AREAS TO BE RE-SEEDED ACCORDING TO THE SEED MIX DETAIL PROVIDED ON THIS SHEET.
9. IN AREAS WITH HIGH VISIBILITY, GRADING WILL BE COMPLETED IN SUCH A WAY AS TO MIRROR EXISTING CONTOURS AND TO ALLOW CUT SLOPES TO HAVE A MORE NATURAL LOOK.

**RE-VEGETATIVE SEED MIX**

| SPECIES | % |
|---|---|
| SLENDER WHEATGRASS | 15 |
| WESTERN WHEATGRASS | 17.5 |
| BLUEBUNCH WHEATGRASS | 16.25 |
| SHEEP FESCUE | 3.5 |
| SANDBERG BLUEGRASS | 2.75 |
| INDIAN RICEGRASS | 10 |
| RUBBER RABBIT BRUSH | 5 |
| WESTERN SAGE | 5 |
| BLANKET FLOWER | 5 |
| BLUE FLAX | 10 |
| CALIFORNIA POPPY | 10 |

NOTES:
1. SEEDING RATE IS 20 LBS PER ACRE
2. SEEDMIX PROVIDED BY GRANITE SEED, LEHI, UT

## GENERAL UTILITY NOTES

1. CONTRACTOR SHALL BE RESPONSIBLE FOR CALLING BLUE STAKES FOR MARKINGS TO VERIFY ALL EXISTING UTILITIES. CONTRACTOR SHALL BE RESPONSIBLE FOR DAMAGES TO EXISTING UTILITIES AND FOR ALL INTERRUPTIONS CAUSED BY THE RESULTS OF HIS WORK.
2. THE LOCATIONS OF UNDERGROUND FACILITIES SHOWN ON THESE PLANS ARE BASED ON FIELD SURVEYS AND LOCAL UTILITY COMPANY RECORDS. IT SHALL BE THE CONTRACTORS FULL RESPONSIBILITY TO CONTACT THE VARIOUS UTILITY COMPANIES TO LOCATE THEIR FACILITIES PRIOR TO PROCEEDING WITH CONSTRUCTION. NO ADDITIONAL COMPENSATION SHALL BE PAID TO THE CONTRACTOR FOR DAMAGE AND REPAIR TO THESE FACILITIES CAUSED BY CONTRACTORS WORK FORCE.
3. START AT THE LOW END OF ALL GRAVITY FEED LINES AND WORK UPHILL. DO NOT DRY START GRAVITY FEED LINES THAT TIE INTO EXISTING GRAVITY LINES. FAILURE TO COMPLY WITH THIS NOTE SHALL RELEASE THE CIVIL ENGINEER OF ALL LIABILITY.
4. CONTRACTOR SHALL LAYOUT AND POTHOLE FOR ALL POTENTIAL CONFLICTS WITH UTILITY LINES ON OR OFF-SITE AS REQUIRED PRIOR TO ANY CONSTRUCTION.
5. ANY POWER, NATURAL GAS, AND COMMUNICATIONS UTILITIES SHOWN ON THE PLANS ARE FOR REFERENCE PURPOSES ONLY AND ARE NOT DESIGN DRAWINGS FOR THE RELOCATION OR REMOVAL OF EXISTING UTILITIES, NOR FOR ANY NEW UTILITY SERVICES. CONTRACTOR TO SUBMIT SITE PLAN TO APPROPRIATE UTILITY PROVIDER FOR DESIGN OF SERVICE CONNECTIONS.
6. ALL DIMENSIONS, GRADES AND UTILITY DESIGNS SHOWN ON THE PLANS SHALL BE VERIFIED BY THE CONTRACTOR PRIOR TO CONSTRUCTION. NOTIFY THE ENGINEER IF ANY DISCREPANCIES EXISTS PRIOR TO CONSTRUCTION FOR NECESSARY PLAN OR GRADE CHANGES.
7. ALL EXISTING MANHOLES, WATER VALVES, CLEAN OUTS, ETC., ARE TO BE RAISED OR LOWERED TO GRADE.
8. THE DRY START OF ANY UTILITY WITHOUT DIRECT CONNECTION TO EXISTING UTILITY INFRASTRUCTURE IS HIGHLY DISCOURAGED UNLESS DIRECTED OTHERWISE BY THE OWNER/DEVELOPER. LEI IS NOT RESPONSIBLE FOR ANY ISSUES OR CHANGES RESULTING FROM SUCH CONSTRUCTION METHODS.
9. NO CHANGE IN DESIGN LOCATION OR GRADE WILL BE MADE BY THE CONTRACTOR WITHOUT THE WRITTEN APPROVAL OF THE PROJECT ENGINEER.
10. AND AT THE SOLE RISK OF THE CONTRACTOR UNLESS DIRECTED OTHERWISE BY THE OWNER/DEVELOPER.
11. CONTRACTOR IS RESPONSIBLE TO REMOVE, SALVAGE, AND REPLACE FENCE LINES WHICH ARE DISTURBED DURING CONSTRUCTION.
12. SANITARY SEWER TO BE INSTALLED A MINIMUM OF 10 FEET HORIZONTALLY AND 18 INCHES VERTICALLY FROM ALL WATER LINES.
13. ALL PIPE LENGTHS SHOWN ON PLANS ARE FROM CENTER OF STRUCTURE TO CENTER OF STRUCTURE UNLESS NOTED OTHERWISE.
14. UTILITY LATERAL TO BE INSTALLED PER CITY STANDARD LOCATION UNLESS OTHERWISE NOTED.

## ELECTRONIC FILE NOTES

1. THE HARD COPIES OF THIS INFORMATION WILL GOVERN OVER THE ELECTRONIC DATA IN THE EVENT ANY DISCREPANCIES ARE FOUND WITH THE INFORMATION. PLEASE CONTACT LEI BEFORE CONSTRUCTION IF ANY DISCREPANCIES ARE FOUND.
2. THE INFORMATION RECORDED ON OR TRANSMITTED AS ELECTRONIC MEDIA WAS CREATED USING AUTODESK CIVIL 3D 2020 SOFTWARE. THEREFORE, THE INFORMATION IS SUBJECT TO UNDETECTABLE ALTERATION, EITHER INTENTIONAL OR UNINTENTIONAL DUE TO, AMONG OTHER CAUSES, TRANSMISSION, CONVERSION, MEDIA DEGRADATION, SOFTWARE ERROR, OR HUMAN ALTERATION.

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# SKYE - POWER STATION
LEHI CITY, UTAH

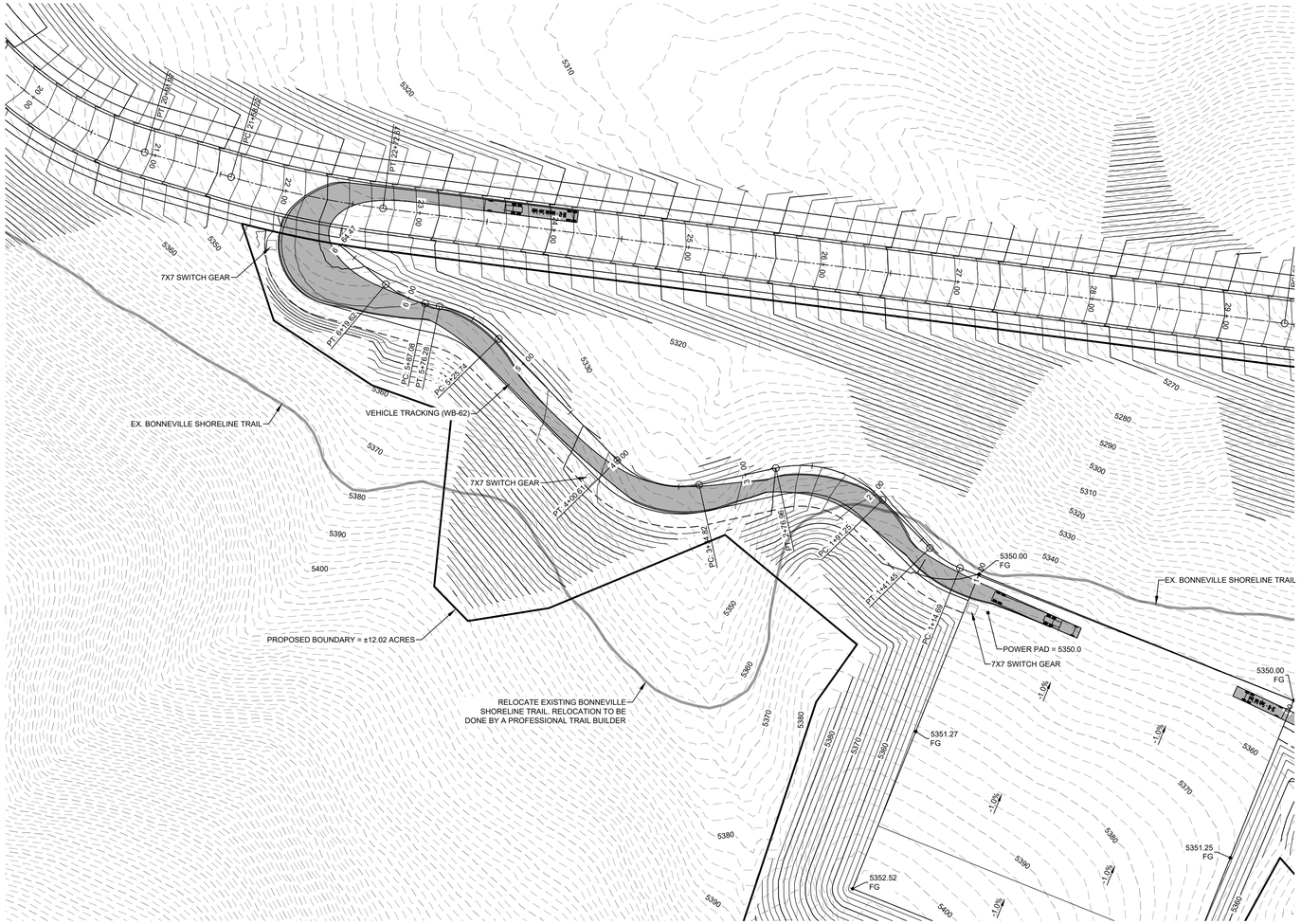
## GENERAL NOTES

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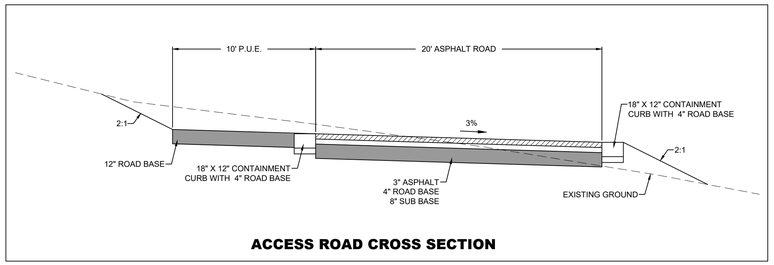
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DRAWN BY: RWH
DESIGNED BY: BCT
SCALE: NONE
DATE: 01/13/2023

SHEET 1

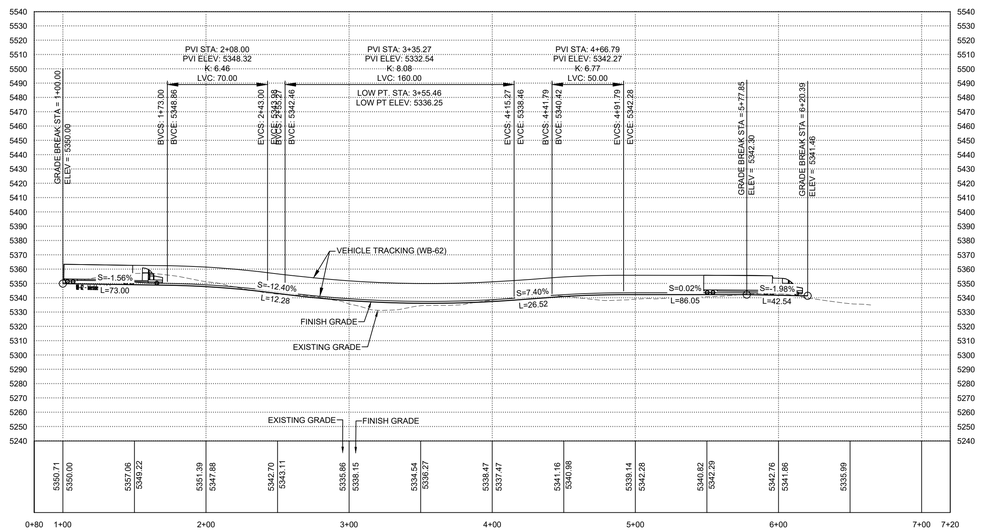
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NOTE: FIRE PROTECTION MUST BE PROVIDED DURING ALL GRADING ACTIVITIES IN THIS WILDLAND URBAN INTERFACE




**ACCESS ROAD CROSS SECTION**




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# SKYE - POWER STATION
LEHI CITY, UTAH

## NORTH POWER ROAD

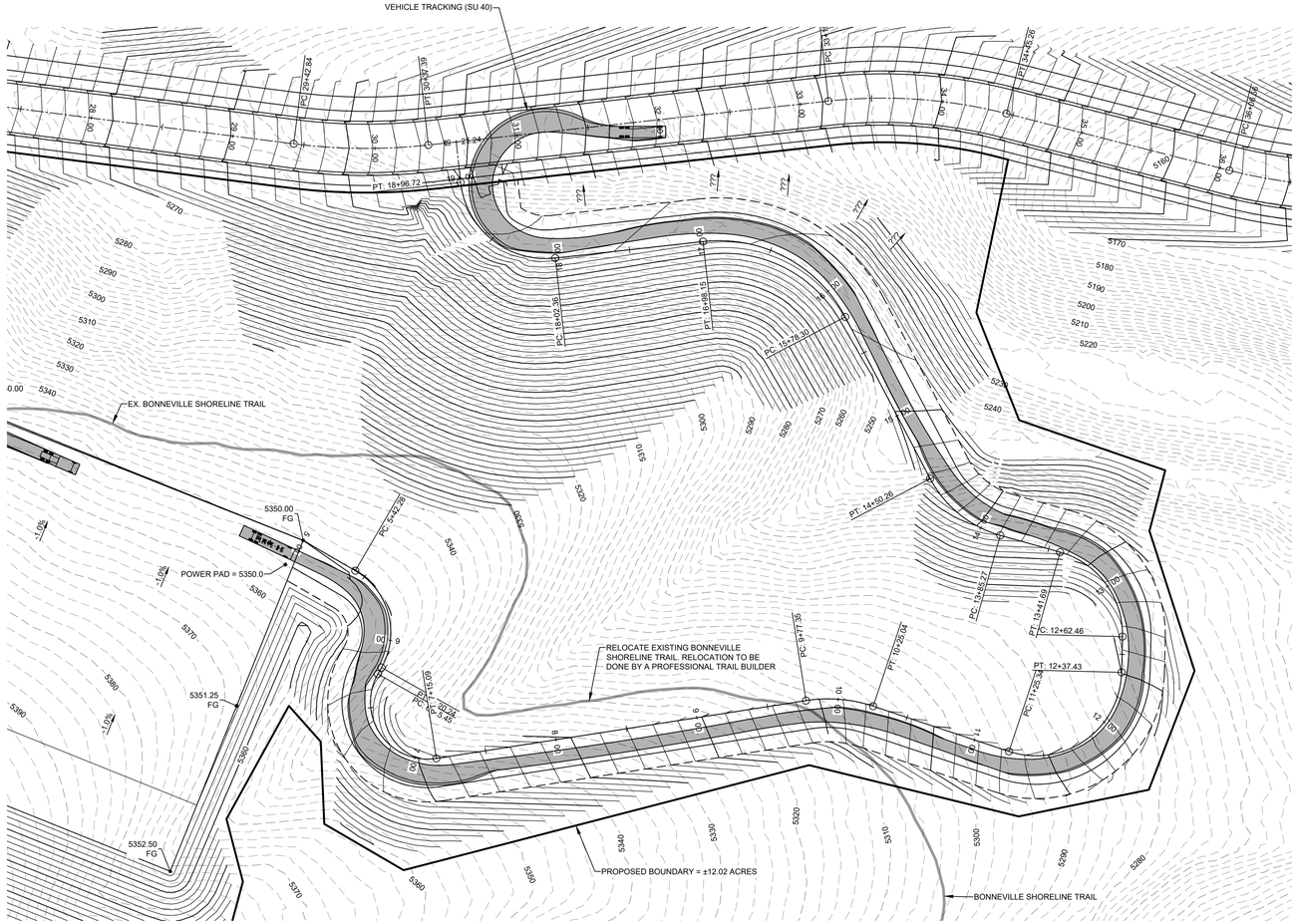
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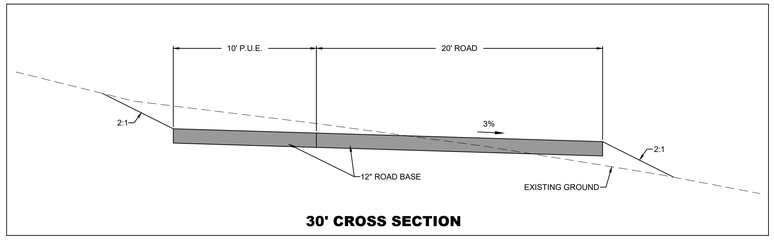
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SHEET 1

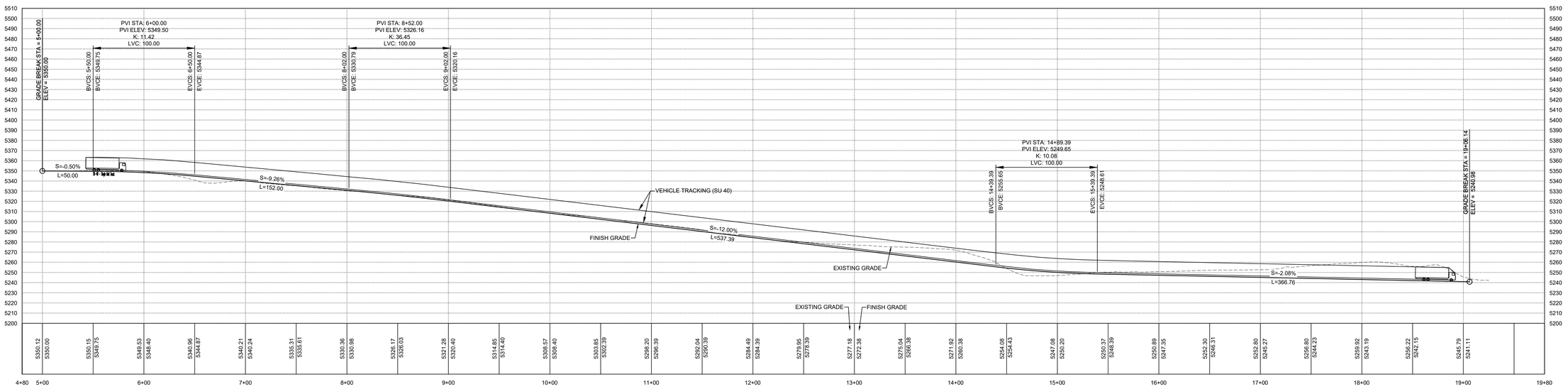
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NOTE: FIRE PROTECTION MUST BE PROVIDED DURING ALL GRADING ACTIVITIES IN THIS WILDLAND URBAN INTERFACE




**30' CROSS SECTION**




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NORTH

SCALE: 1"=50'

50 25 0 50

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# SKYE - POWER STATION

LEHI CITY, UTAH

SOUTH POWER ROAD

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DESIGNED BY: BCT

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DATE: 01/13/2023

SHEET 2

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# SKYE - POWER STATION
LEHI CITY, UTAH

## POWER STATION PAD

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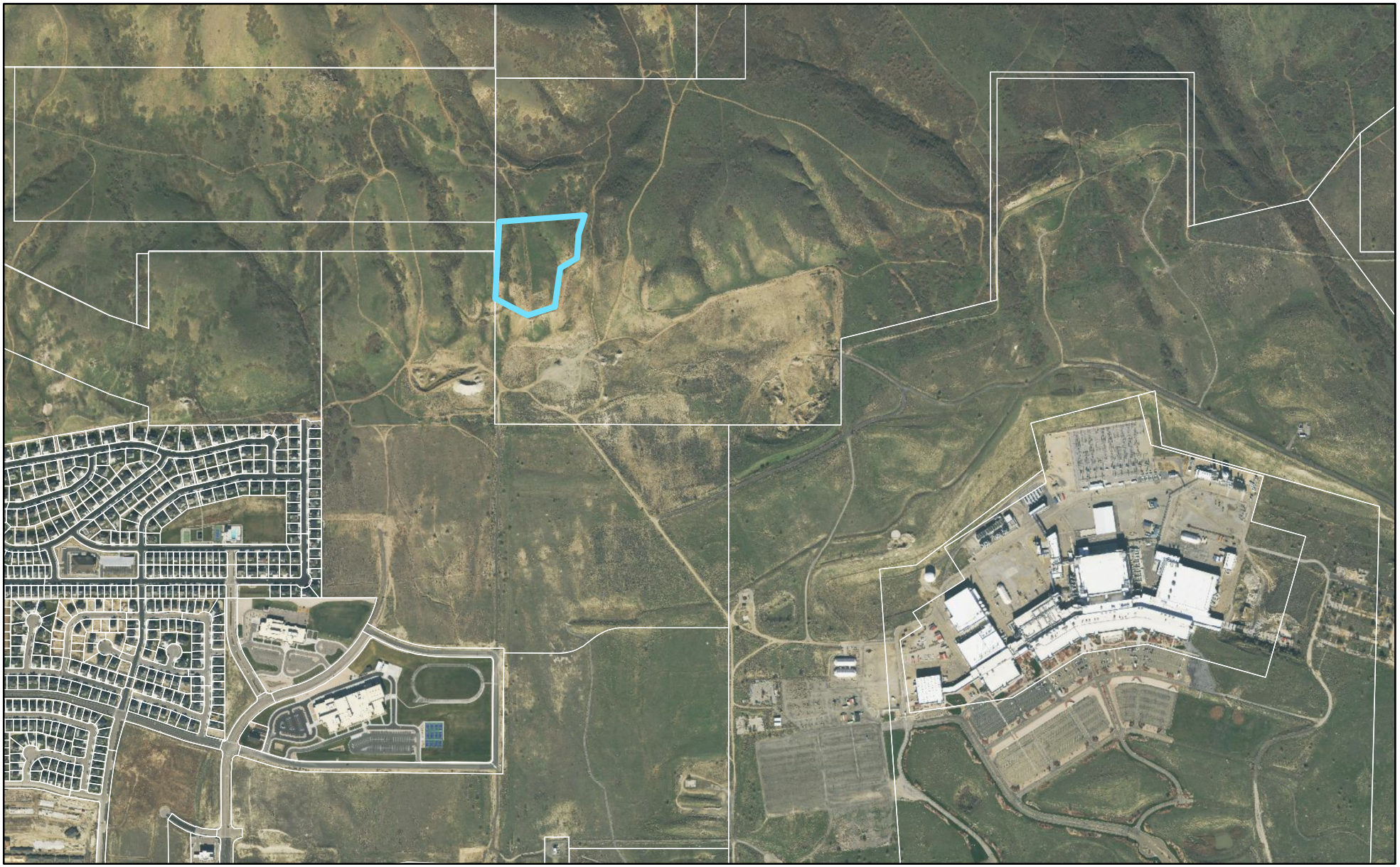
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# Skye Substation Grading

Aerial

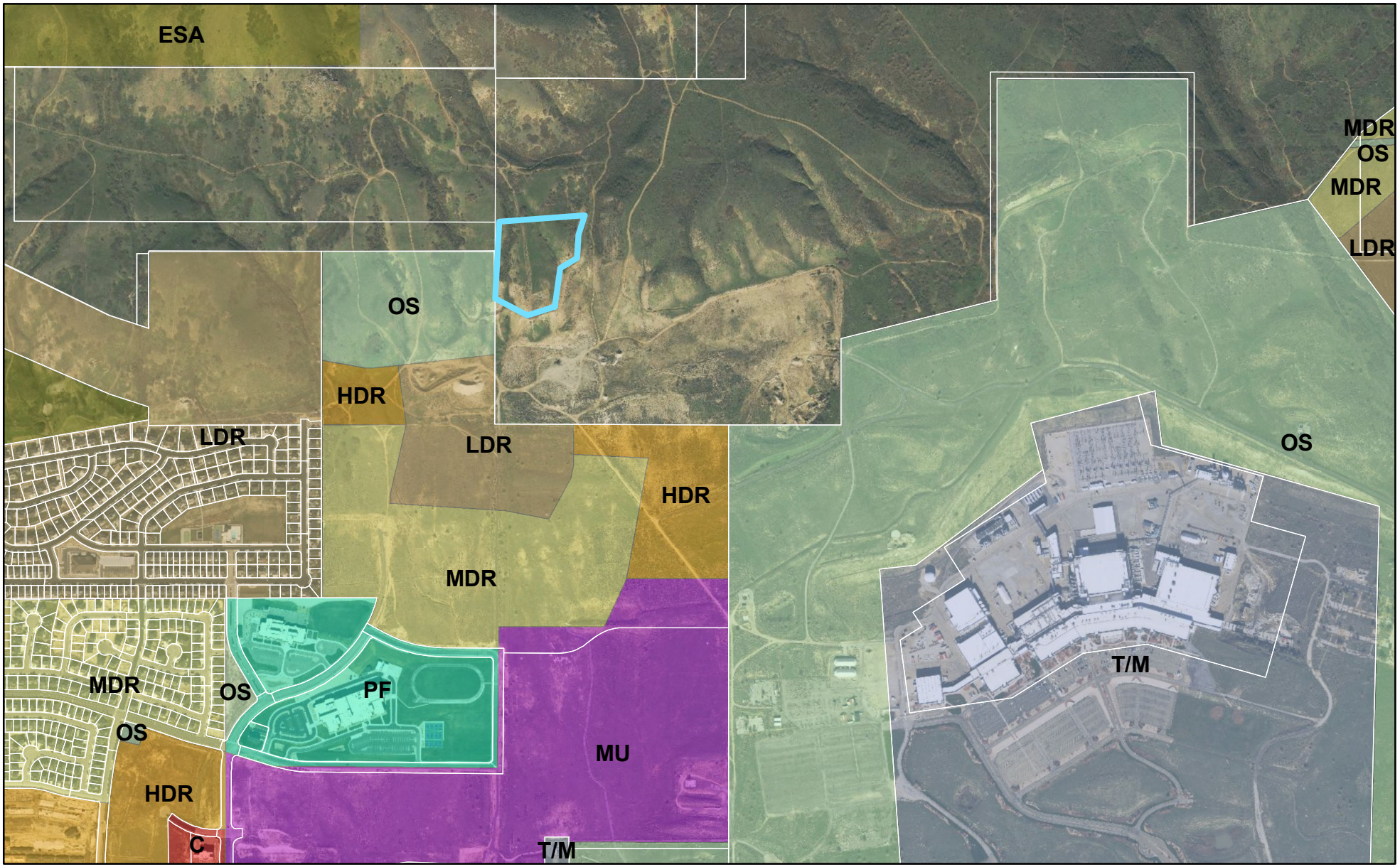


0 1,250 2,500 Feet

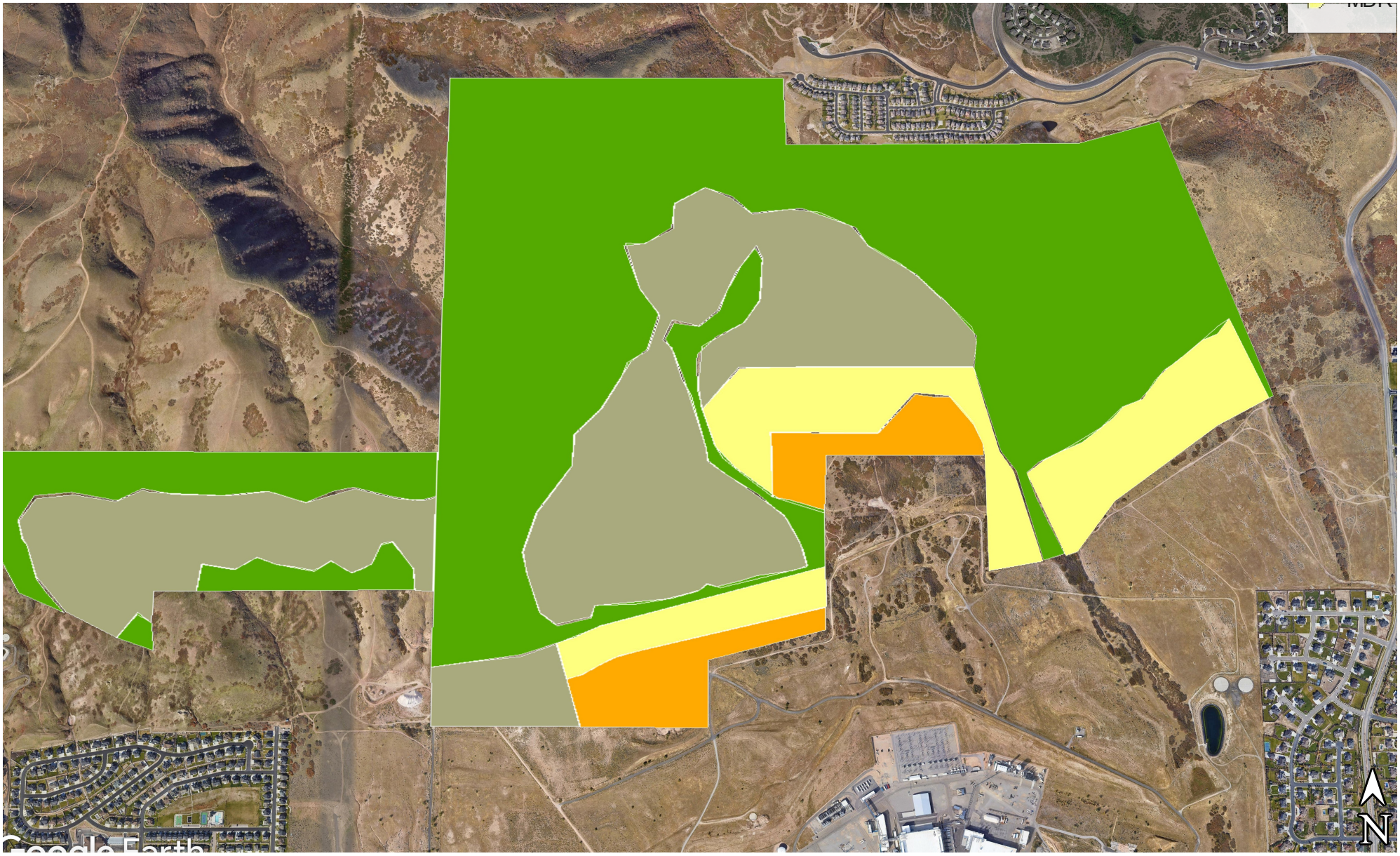
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# Skye Substation Grading

General Plan

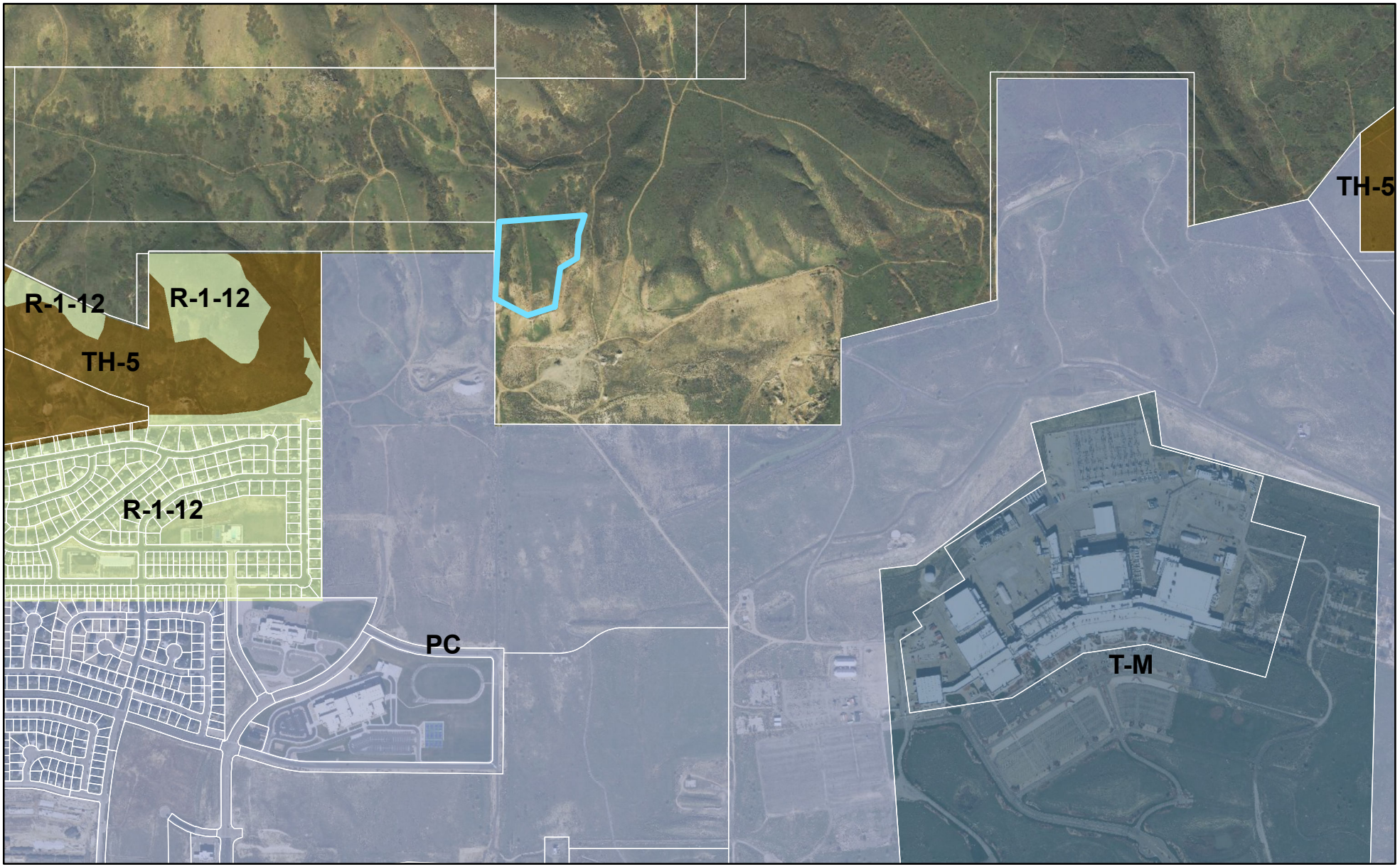



LEHI CITY


Google Earth
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# Skye Substation Grading

Zoning




LEHI CITY

**Agenda Item No: 7**

# City Council Agenda Item Report

Meeting Date: February 28, 2023
Submitted By: Jacob Curtis
Submitting Department: Planning Division
Item Type: Ordinance
Agenda Section: Regular Agenda

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**Subject:**
Lamb Annexation located at approximately 1900 South Center Street.
a. Public Hearing
b. Consideration of Resolution #2023-11 approving an annexation agreement with the owners of the property that is the subject of the Lamb Annexation.
c. Consideration of Ordinance #20-2023, approving the Lamb Annexation of 5.601 acres located at approximately 1900 South Center Street with an R-1-22 zoning.

**Suggested Action:**

**Attachments:**

CC Staff Report Lamb Annexation - Final Approval 02.28.23.docx

Lamb Annexation DRC 12.7.22.docx

Ord 20-2023.docx

Res 2023-11.docx

Lamb Annexation AnnexAgreement 02.28.23.docx

narrative.pdf

Lamb Annexation 12.07.22plat.pdf

Lamb Aerial.pdf

Lamb GP.pdf

Lamb Zoning.pdf

# LAMB ANNEXATION
## CITY COUNCIL REPORT

| | | | |
|---|---|---|---|
| **Applicant** | Jamie Lamb | | |
| **Meeting Date** | February 28, 2023 | | |
| **Requested Action/Purpose** | Approval of a proposed annexation | | |
| **Location** | 7350 N 8000 W (Approximately 1900 S Center Street) | | |
| **Requested Zoning** | R-1-22 | | |
| **General Plan Land Use Designation** | VLDRA | | |
| **Acreage** | 5.601 acres | | |
| **Existing Land Use** | Single family residential | | |
| **Adjacent Zoning and Land Use** | *North* | N/A | Single family residential |
| | *South* | N/A | Vacant |
| | *East* | N/A | Agricultural |
| | *West* | R-1-22 | Anthem Country Lane Estates |
| **Date of DRC Review** | December 7, 2022 | | |
| **Date of City Council Acceptance** | January 10, 2023 | | |
| **Date of Planning Commission Review** | January 26, 2023 | | |
| **Assigned Planner** | Jacob Curtis | | |

## REQUIRED ACTION

| | |
|---|---|
| **City Council** | Acceptance of annexation |
| **Planning Commission** | Review and recommendation on proposed zoning |
| **City Council** | Final approval |

## REPORT ANALYSIS

The applicant requests final approval of the Lamb Annexation. The General Plan designates this property as VLDRA. The applicant proposes R-1-22 zoning for 7350 N 8000 W (Approximately 1900 S Center Street). This proposed zoning complies with the General Plan designation.

The proposed annexation will add a portion of an existing county island and allow the applicant to connect into City water. This area has a general plan land use designation with the intent that it would annex into Lehi at some point.

The DRC reviewed the proposed annexation and had no critical issue concerns. Some of their comments include:

1. Move the Utah County Surveyor signature block into right block with room for their stamp.
2. As a condition of recording the annexation plat, the applicant will need to provide water dedication per Chapter 27 of the Development Code. The rate for the R-1-22 Zone is .79 acre feet per acre of culinary water and 2.9 acre feet per acre of irrigation water.
3. Show the asphalt centerlines on the plat.
4. This property is in the mapped FEMA flood zone AE. Approval from FEMA will be required to develop this property.

These comments were informative for the applicant. Please consider them in the motion.

## POSSIBLE MOTIONS AND FINDINGS

The City Council may approve or deny the proposed annexation. Any motion should include findings. Possible findings include:

1. The proposed annexation helps resolve a portion of a county island.
2. The proposed R-1-22 zoning conforms with the General Plan Land Use designation of VLDRA.
3. The proposed application does/does not conform to the goals and policies of the General Plan.
4. Other findings as determined at the public hearing.

## PLANNING COMMISSION RECOMMENDATION

The Planning Commission reviewed the proposed annexation on January 26, 2023. The minutes and motion from this meeting are as follows:

**2.1) Public hearings and recommendation of Jamie Lamb's request for R-1-22 zoning on the Lamb Annexation, 5.601-acres located at approximately 1900 South Center Street.**
Jacob Curtis presented information on the agenda item.

The applicant, Jamie Lamb, was present.

Commission Chair Newall opened the public hearing.

Commission Chair Newall closed the public hearing.

Luke Seegmiller clarified information on the traffic regulations that were brought up on the on crossing. Luke will continue to collect data and continue to make the crossing safer by adding signage.

**Motion:** Commissioner Everett moved to recommend approval of **Jamie Lamb's request for R-1-22 zoning on the Lamb Annexation, 5.601-acres located at approximately 1900 South Center Street,** including all DRC comments and findings stated in the report. Commissioner Eyre seconded.

**Vote:** Commissioner Jackson, yes; Commissioner Bunker, yes; Commissioner Eyre, yes; Commissioner Newall, yes; Commissioner Everett, yes. The motion passed unanimously.

**Lamb Annexation**
**DRC Redline Comments**

*Jamie Lamb- requests review of the Lamb Annexation, 5.601-acres located at 7350 N 8000 W (Approximately 1900 South Center Street) requesting R-1-22 zoning.*

DRC Members Present: Glade Kirkham, Garion Rowett, Ryan Allred, Jacob Hernandez, Kim Struthers, Gary Smith, Ross Dinsdale, Trent Dyer, Luke Seegmiller
Representatives of the Applicant Present: Gavin West
Date of Plans Reviewed: 11/29/22
Time Start: 1:14 pm
Time End: 1:21 pm

**DRC REPORT:**

1. **Critical Issues: None**

2. **Location of existing and proposed City facilities**
   Existing Lehi City owned utilities in Center Street and 1900 South
   14" PI main
   12" Culinary main

   30" sewer main in Center Street and 54" sewer main in 1900 South is owned by TSSD, connection to this sewer main will require TSSD approval.

   There is no City owned Storm Drain in the area. Connection to the Irrigation ditch in Center Street will require Irrigation Co approval.

3. **Zoning required or recommended**

   **R-1-22**

4. **Distances to schools/parks/shopping**

   **Lehi High School: 2:09 miles**

   **Willowcreek Middle School: 3.5 miles**

   **Dry Creek Elementary School: 1.48 miles**

   **North Lake Park: .42 miles**

   **Kohlers Grocery: 1.78 miles**

5. **Transportation**
   1900 South is master planned as a Major Arterial with an asphalt width of 80 feet. Sidewalk and curb and gutter will be required on the developed portion. Sidewalk is 5 feet wide. Park strip is 7 feet wide.

   Center St. is master planned as a Major Collector with an asphalt width of 48 feet. Sidewalk and curb and gutter will be required on the developed portion. Sidewalk is 5 feet wide. Park strip is 7 feet wide.

**DRC GENERAL COMMENTS:**

1. General: RMP ASSET TRANSFER AGREEMENT required.
2. Move the Utah County Surveyor signature block into right block with room for their stamp.

**Note: This list of corrections and deficiencies should not be considered as an all-inclusive or final list. The items listed need to be corrected and resolved and a new set of information submitted for review by the DRC. Further corrections and deficiencies may still be noted as the DRC further reviews the resubmitted information.**

3. As a condition of recording the annexation plat, the applicant will need to provide water dedication per Chapter 27 of the Development Code. The rate for the R-1-22 Zone is .79 acre feet per acre of culinary water and 2.9 acre feet per acre of irrigation water.
4. An annexation agreement will be required as part of the annexation process. The applicant is responsible to request a copy of the draft agreement prior to the final City Council meeting. An annexation agreement will be required as part of the annexation process. The applicant is responsible to request a copy of the draft agreement prior to the final City Council meeting.
5. A Mylar copy of the annexation plat is required prior to scheduling the annexation for final City Council approval.
6. Show the asphalt centerlines on the plat.
7. Clearly show parcels and zoning on the plat. Legal descriptions are required for all separate zoned areas.
9. This property is in the mapped FEMA flood zone AE. Approval from FEMA will be required to develop this property.
10. The drainage/irrigation pipe on the east side of Center Street is master planned to be 36 inches
11. If they have done a soils report for the new subdivision, and if they are putting in a drain system for the houses. Especially since it is in a flood plan area.

THIS ITEM WILL BE SCHEDULED FOR CITY COUNCIL ON JANUARY 10, 2023
NEED ENVELOPES

(PLANNING STAFF - REMEMBER TO SEND AN ELECTRONIC COPY OF THE ANNEXATION PLAT TO THE COUNTY SURVEYOR'S OFFICE FOR THEIR "PRE CHECK" AND REMEMBER TO CHECK NAME ON ANNEXATION PLAT THAT IT STAYS THE SAME THROUGHOUT THE PROCESS AND ON ALL LEGAL DOCUMENTS)

**Note: This list of corrections and deficiencies should not be considered as an all-inclusive or final list. The items listed need to be corrected and resolved and a new set of information submitted for review by the DRC. Further corrections and deficiencies may still be noted as the DRC further reviews the resubmitted information.**

**ORDINANCE NO: 20-2023**

## AN ORDINANCE APPROVING THE LAMB ANNEXATION

WHEREAS, the Lehi City Council has adopted a resolution of intent to annex real property known as the Lamb Annexation, located at 7350 N 8000 W (Approximately 1900 S Center Street) and further identified by Exhibit "A" pursuant to the provisions of Section 10-2-418 of the Utah Code: and

WHEREAS, the Lehi City Council conducted a public hearing on the 28th day of February 2023, after having published notice as also required by Section 10-2-418 of the Utah Code; and

WHEREAS, the Lehi City Council noted that there were no protests filed to defeat the annexation as required by Section 10-2-418 of the Utah Code.

NOW, THEREFORE, IT IS ORDAINED by the City Council of Lehi City, Utah, as follows:

Section 1. The Lehi City Council finds that the proposed Lamb Annexation as more fully described on the transparent reproducible Annexation Plat and the attached Exhibit "A", in the judgment of Lehi City, meets the standards set forth in Section 10-2-418 of the Utah Code.

Section 2. The area as specifically described in the Annexation Plat is hereby annexed to Lehi City.

Section 3. Pursuant to Utah Code Ann. §10-9-406, the City Council hereby assigns the R-1-22 zoning designation to the territory depicted on the Annexation Plat which is being annexed to Lehi City by this ordinance, and further directs that the Official Zoning District Map of Lehi City be amended to show the area as part of Lehi City with the new zoning district designation.

Section 4. The Mayor is hereby authorized to sign this ordinance. Once all conditions precedent to the Annexation have been complied with, the City Recorder is directed to file the transparent reproducible Annexation Plat, together with a certified copy of this ordinance in the office of the Utah County Recorder

Section 5. This ordinance shall become effective on the date that it is filed in the office of the Utah County Recorder.

Approved and adopted by the Lehi City Council this 28th day of February 2023.

ATTEST

| | |
|---|---|
| _____ | _____ |
| MARK JOHNSON, Mayor | Teisha Wilson, City Recorder |

EXHIBIT “A”

Lamb Annexation Legal Description

# BOUNDARY DESCRIPTION

BEGINNING AT A POINT LOCATED SOUTH 00°01’50” EAST ALONG THE SECTION LINE 1244.33 FEET AND WEST 0.66 FEET FROM THE EAST QUARTER CORNER OF SECTION 20, TOWNSHIP 5 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN; THENCE SOUTH 506.48 FEET; THENCE WEST 478.50 FEET, MORE OR LESS, TO THE EXISTING LEHI CITY BOUNDARY ACCORDING TO OFFICIAL PLAT FOR THE ANTHEM PARK ANNEXATION IN THE UTAH COUNTY RECORDER’S OFFICE; THENCE ALONG SAID EXISTING LEHI CITY BOUNDARY NORTH 513.30 FEET; THENCE SOUTH 89°11’00” EAST 478.55 FEET TO THE POINT OF BEGINNING.

AREA = 243,985 SQ. FT. OR 5.601 ACRES, MORE OR LESS

LEHI CITY

**RESOLUTION NO: 2023-11**

**A RESOLUTION OF THE LEHI CITY COUNCIL APPROVING AN ANNEXATION AGREEMENT WITH THE OWNERS OF THE PROPERTY THAT IS THE SUBJECT OF THE LAMB ANNEXATION**

WHEREAS, the owners desire to annex certain property located at 7350 N 8000 W (Approximately 1900 S Center Street) to the City of Lehi which property is further described in Exhibit "A" of the Annexation Agreement and incorporated by reference herein; and

WHEREAS, owners have specifically requested that said property be annexed to the City, and the City Council having considered the matter is willing to annex the said property only upon certain conditions to be met and fulfilled by the owners, their heirs, executors, assigns and successors in interest; and

WHEREAS, it is expressly agreed and understood by and between the parties that but for the said performance by the owners, the City of Lehi would not, under any circumstance, annex the said property within its corporate boundaries; and

WHEREAS, the conditions, performances and obligations of the owners set forth herein are expressly understood to be independent and in addition to compliance with all of the laws, ordinances, requirements and regulations of the city of Lehi; and

WHEREAS, it is further agreed that this Agreement in no way and under no circumstances infers sketch plan, preliminary plan or final plan approval of any subdivision or development, nor does it assure or represent that the owners and/or developers have complies with all of the requirements set forth by ordinance and statute as pertains to the proposed improvement of development; and

WHEREAS, after considering the facts and comments presented to the City Council, the Council finds: (i) that it should approve an Annexation Agreement with the owners of the property that is the subject of the Lamb Annexation; and (ii) such action furthers the health, safety and welfare of the citizens of Lehi.

NOW, THERFORE, be it resolved by the City Council of Lehi City, Utah, as follows:

1. The Lamb Annexation Agreement attached hereto as Exhibit "A" is herby approved and the Mayor is authorized to execute the Agreement and take all other such actions as is necessary to make it effective.

2. This resolution shall take effect immediately.

Approved and Adopted by the City Council of Lehi City, Utah this 28th day of February 2022.

| LEHI CITY | ATTEST |
| --- | --- |
| _____ | _____ |
| MARK JOHNSON, Mayor | TEISHA WILSON, City Recorder |

**KIENE ADDITION ANNEXATION**
**ANNEXATION AGREEMENT**

THIS AGREEMENT made and entered into this____ day of_____, 20___, by and between **LEHI CITY CORPORATION,** a municipal corporation of the State of Utah and **THE UNDERSIGNED PROPERTY OWNERS,** hereinafter referred to as Owners.

WHEREAS, the Owners desire to annex certain property to the City of Lehi which property is described on Attachment A and incorporated by reference herein; and

WHEREAS, Owners have specifically requested that said property be annexed to the City, and the City Council having considered the matter is willing to annex the said property only upon certain conditions to be met and fulfilled by the Owners, their heirs, executors, assigns and successors in interest.

WHEREAS, it is expressly agreed and understood by and between the parties that but for the said performance by the Owners, the City of Lehi would not, under any circumstance, annex the said property within its corporate boundaries.

WHEREAS, the conditions, performances and obligations of the Owners set forth herein are expressly understood to be independent and in addition to compliance with all of the laws, ordinances, requirements and regulations of the city of Lehi; and

WHEREAS, it is further agreed that this Agreement in no way and under no circumstances infers sketch plan, preliminary plan or final plan approval of any subdivision or development, nor does it assure or represent that the Owners and/or developers have complied with all of the requirements set forth by ordinance and statute as pertains to the proposed improvement of development;

NOW THEREFORE, for and in consideration of the City of Lehi's Agreement to annex said property into the corporate limits of the City of Lehi, the Owners agree to the following:

1. This agreement shall be and is hereby expressly made binding upon all of the heirs, executors, assigns and any and all other successors in interest of the parties hereto.
2. Any improvements stated herein as required to be performed by the Owners prior to annexation shall be and are expressly understood and set forth herein as conditions precedent to annexation; and any requirement which is to be performed after annexation shall be subject to specific performance by the Owner and/or developer, and shall be considered to be a condition subsequent to the annexation and is a requirement to the continued status of the property as having a right to the services, governmental and utility of the City of Lehi.
3. It is agreed that the Owners and/or developers shall pay unto the City of Lehi at such times and places as

required by the ordinance, rules and regulations existing at the time of this Agreement, or as subsequently changed by ordinance, rules of regulations, such sums as are required by the said ordinances, rules and regulations pertaining to development of subdivisions, connections fees, impact fees, and any and all other such fees as are so made and provided.

4. The property will be zoned **R-1-22 Single Family Residential** as shown on the annexation plat map**.**

5. There will be a water right dedication required as a condition of recording the annexation plat because of the R-1-22 zoning designation. The amount of water to be dedicated has been calculated according to Section 27.070 of the Lehi City Development Code, and determined to be .79 acre feet per acre of culinary water and 2.90 acre feet per acre of irrigation water. The annexation plat shall be recorded prior to any application for development being considered other than a concept plan application. When water transfers do occur, they must comply with Exhibit B (attached).

6. As per Utah State Code requirements, Owners agree to work with Lehi City Power to purchase and remove any existing Rocky Mountain Power services to individual customers within the annexation area and connect them to Lehi City Power as a condition of recording the annexation plat and prior to any application for development being considered. This will be at the Owner's expense, and they are required to work with the Lehi City Power Department to provide Lehi City power to the existing customers. If purchase is needed, Lehi City Power will send a request for facility transfer to Rocky Mountain Power, and all costs for the transfer will be passed on to the owner/developer.

7. At the time of development of the property, the Owners and/or Developer will be responsible to purchase, move or remove any existing Rocky Mountain Power main lines and/or facilities affected by the development.

8. As property is developed, roadway dedication may be required to accommodate local roads as identified on the Lehi City Master Transportation Plan.

9. As the property in the annexation is sold or developed, Owners agree to provide notification to all purchasers of the provisions of the Right to Farm chapter of the Lehi City Development Code as it relates to agricultural uses in the area such that all subsequent property owners will be aware of the nature of the farming operations on surrounding properties and the intent to continue present agricultural operations. All individual buyers will be notified of the existing agricultural uses in the surrounding area with the following statements which will be included on the recorded subdivision plats:

> "This area is subject to the normal, everyday sounds, odors, sites, equipment, facilities and any other aspect associated with an agricultural lifestyle. Future residents should also recognize the risks inherent with livestock."

10. The extension of all city utility lines and services will be the responsibility of the Developer.

IN WITNESS WHEREOF, the said parties to this agreement have hereunto signed their names and day and year as written.

_____ _____
MARK JOHNSON, Mayor Date

ATTEST:_____
TEISHA WILSON, City Recorder
Lehi City, Utah

_____ _____ _____ _____
Property Owner Date Property Owner Date

ACKNOWLEDGMENT

STATE OF UTAH
S.S.
COUNTY OF UTAH

ON THE _____DAY OF _____A.D. 20___ PERSONALLY APPEARED BEFORE ME

_____, THE SIGNERS OF THE FOREGOING DOCUMENT WHO DULY ACKNOWLEDGED TO ME THAT THEY DID EXECUTE THE SAME.

MY COMMISSION EXPIRES:_____ _____
NOTARY PUBLIC (SEE SEAL)

**EXHIBIT "A"**

**BOUNDARY DESCRIPTION**

# BOUNDARY DESCRIPTION

BEGINNING AT A POINT LOCATED SOUTH 00°01'50" EAST ALONG THE SECTION LINE 1244.33 FEET AND WEST 0.66 FEET FROM THE EAST QUARTER CORNER OF SECTION 20, TOWNSHIP 5 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN; THENCE SOUTH 506.48 FEET; THENCE WEST 478.50 FEET, MORE OR LESS, TO THE EXISTING LEHI CITY BOUNDARY ACCORDING TO OFFICIAL PLAT FOR THE ANTHEM PARK ANNEXATION IN THE UTAH COUNTY RECORDER'S OFFICE; THENCE ALONG SAID EXISTING LEHI CITY BOUNDARY NORTH 513.30 FEET; THENCE SOUTH 89°11'00" EAST 478.55 FEET TO THE POINT OF BEGINNING.

AREA = 243,985 SQ. FT. OR 5.601 ACRES, MORE OR LESS

**EXHIBIT "B"**

**LEHI CITY**
**WATER RIGHT TRANSFER PROCEDURES**

**The procedures in this exhibit pertain to all transfers of water rights to Lehi City such as transfers related to annexations, zone changes, etc.**

**1. General Requirements. The water right dedication for an annexation is based on the zoning designation assigned at the time of annexation. Should the zone be changed subsequent to annexation, an adjustment will be made in order to conform to the water dedication schedule for the new zone. Acre-feet will be rounded up if the shares/water rights do not exactly match the required amount. Lehi Irrigation Company shares shall be used as the standard in determining the number of shares of water stock to be dedicated. Owner warrants good and marketable title to the Stock/Water Rights and warrants that Stock/Water Rights will be transferred free of all liens, encumbrances and security interests. Owner shall pay all debts, taxes, charges and assessments against said Stock/Water Rights existing as of the date that the Owner transfers Stock/Water Rights to Lehi City.**

**2. Irrigation Company Shares. If the irrigation shares can be used directly in the Lehi pressurized irrigation system, the shares shall be transferred into the name of Lehi City through the Irrigation company and the certificates delivered to Lehi City. If the irrigation company shares cannot be used directly in the Lehi pressurized irrigation system, the change application procedure in item #4 must be followed. When the change application is final, Owner must transfer the shares into the name of Lehi City through the Irrigation company and deliver the certificates to Lehi City.**

**3. Fee in Lieu of Future Assessments. Shares of stock in mutual irrigation companies are subject to payment of an annual fee to cover assessments levied by the irrigation company board of directors pursuant to Utah Code Annotated 16-4-4 et seq. If the city incurs pumping costs in order to use the irrigation water in the city system, then there shall be an additional assessment. In consideration for the City's additional obligation created herein for all future assessments levied by the irrigation company, Owner agrees to make a one-time payment to Lehi City equal to the most recent assessment levied against the shares being**

**transferred to the City multiplied by 15.**

**4. <u>Non-irrigation Company Shares.</u> The Owner must prepare, submit, pay appropriate fees and receive approval from State Engineer's Office for a Joint Change of Water for said water right to be used from an existing City source for municipal use as approved by the Lehi City Engineer. (This will allow quantification and verification of the right by the State Engineer's Office.) The decision on the change application shall be considered final when the time for filing a request for reconsideration with the Utah State Engineer's office (20 days after issuance of the Utah State Engineer's decision) and the time for filing a judicial review action in the district court (30 days after the later of the issuance of the Utah State Engineer's decision or a denial of a request for reconsideration) has run and no judicial review action has been filed. When the change application is final, Owner must:**

**a. Prepare warranty deed to transfer title to Lehi City**

**b. Record deed at the Utah County Recorder's Office**

**c. Transfer title to Lehi City at the State Engineer's Office**

**d. Deliver recorded deed to Lehi City**

Lamb Annexation Statement

The proposed annexation into Lehi City is done with the intention to develop Utah County Parcel No. 13:035:0012 into 7 single-family lots. The annexation extends to adjacent property owners parcels, but not onto them. S&P Lewis Properties L.L.C. owns to the approximate centerline of pavement for Center Street (8000 West - County). Efforts were made to include the entire paved area of Center Street (8000 West – County) in the annexation plat, but the property owner did not agree.

The site of the proposed annexation is very flat and contains a home, barn, sheds, and grassy fields. Much of the site is found within a floodplain. The site will be raised out of the floodplain and the developer will obtain necessary FEMA approvals. The existing structures are to be removed and the site is to be developed into 7 single-family lots complying with R-1-22 zoning requirements.

The current density is 0.2 lots/acre. The proposed density will have 1.4 lots/acre.

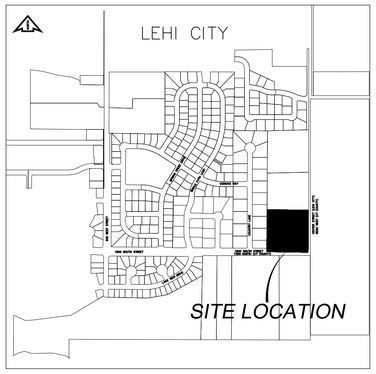
The proposed subdivision will comply with the goals and policies outlined in the Lehi City General Plan. The proposed zoning matches that of the neighboring subdivisions.

Utility connections to culinary, pressurized irrigation, and sewer are found in 7350 North and no offsite work will be required to bring services to the proposed subdivision. Stormwater will be handled with a detention pond restricting flow to conveyances outlined in Lehi City Storm Water Drainage Master Plan.

Necessary water rights will be dedicated to Lehi City with the subdivision.

## VICINITY MAP

NOT TO SCALE



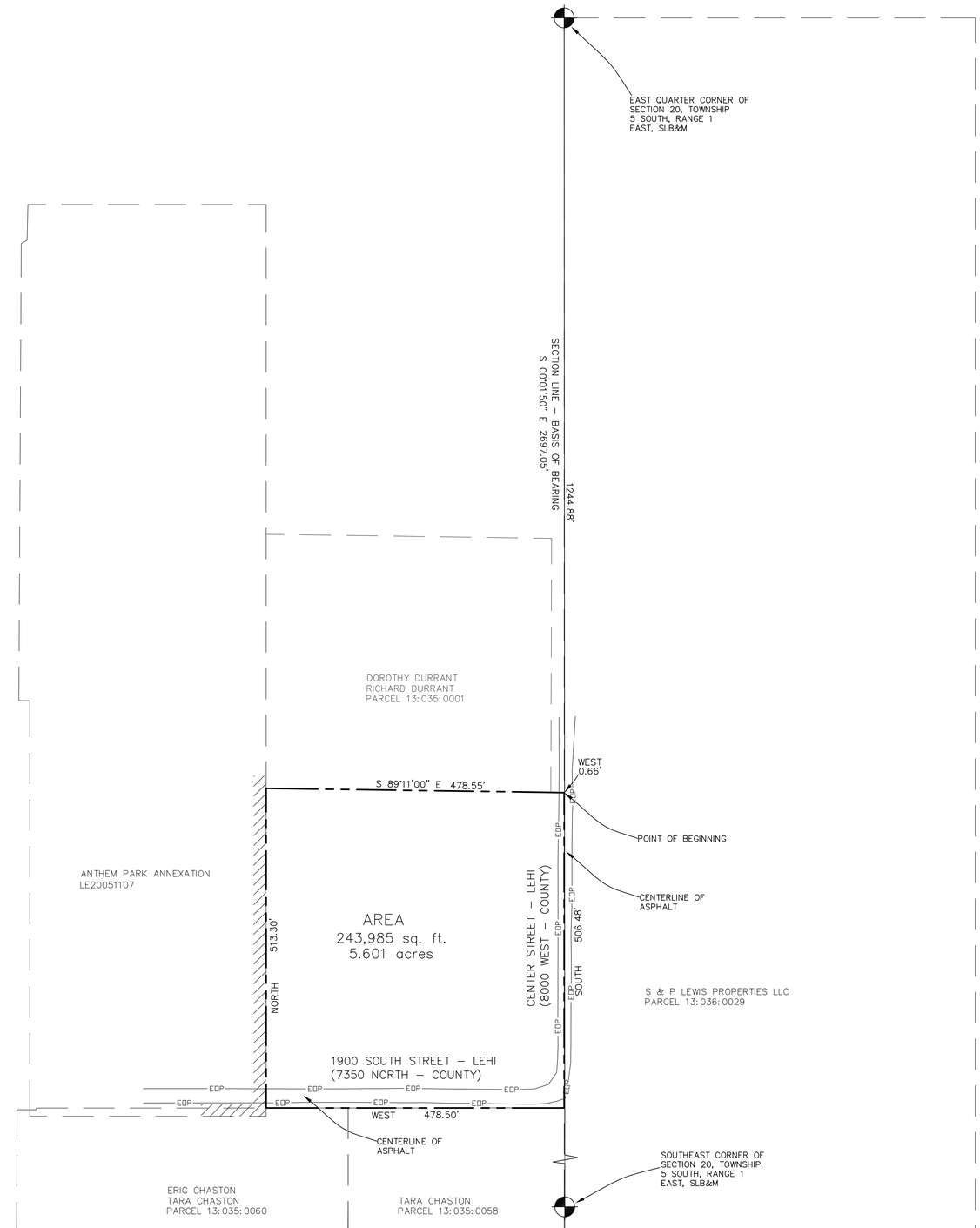

GRAPHIC SCALE

100 0 50 100 200 400

( IN FEET )
1 inch = 100 ft.

(24"x36")
SCALE 1" = 100'
(11"x17")
SCALE 1" = 200'






EXISTING LEHI CITY BOUNDARY

## SURVEYORS CERTIFICATE

I, DAVID F. HUNT, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR, AND THAT I HOLD CERTIFICATE NO. 5243543 AS PRESCRIBED UNDER THE LAWS OF THE STATE OF UTAH. I FURTHER CERTIFY THAT THIS IS A TRUE AND ACCURATE MAP OF THE TRACT, BASED ON UTAH COUNTY NAD83, OF LAND TO BE ANNEXED INTO LEHI CITY, UTAH COUNTY, UTAH.

## BOUNDARY DESCRIPTION

BEGINNING AT A POINT LOCATED SOUTH 00°01'50" EAST ALONG THE SECTION LINE 1244.33 FEET AND WEST 0.66 FEET FROM THE EAST QUARTER CORNER OF SECTION 20, TOWNSHIP 5 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN; THENCE SOUTH 506.48 FEET; THENCE WEST 478.50 FEET, MORE OR LESS, TO THE EXISTING LEHI CITY BOUNDARY ACCORDING TO OFFICIAL PLAT FOR THE ANTHEM PARK ANNEXATION IN THE UTAH COUNTY RECORDER'S OFFICE; THENCE ALONG SAID EXISTING LEHI CITY BOUNDARY NORTH 513.30 FEET; THENCE SOUTH 89°11'00" EAST 478.55 FEET TO THE POINT OF BEGINNING.

AREA = 243,985 SQ. FT. OR 5.601 ACRES, MORE OR LESS

PROFESSIONAL LAND SURVEYOR
11-23-22
DAVID F. HUNT
LICENSE NO. 5243543-2201
STATE OF UTAH

SURVEYOR — 11-23-22 DATE

PARCELS INCLUDED:
ALL OF PARCEL 13:035:0012 OWNED BY ERIK LAMB
AREA = 5 ACRES
REQUESTED ZONE = R-1-22

A PORTION OF PARCEL 13:035:0060 OWNED BY ERIC & TARA CHASTON
AREA = 0.0402 ACRES
REQUESTED ZONE = R-1-22

A PORTION OF PARCEL 13:035:0058 OWNED BY LINDA CLARK
AREA = 0.1077 ACRES
REQUESTED ZONE = R-1-22

A PORTION OF PARCEL 13:036:0029 OWNED BY S & P LEWIS PROPERTIES LLC
AREA = 0.4629 ACRES
REQUESTED ZONE = R-1-22

## ACCEPTANCE BY THE LEGISLATIVE BODY

THIS IS TO CERTIFY THAT WE THE UNDERSIGNED LEHI CITY COUNCIL HAVE ADOPTED A RESOLUTION OF ITS INTENT TO ANNEX THE TRACT OF LAND SHOWN HEREIN AND HAVE SUBSEQUENTLY ADOPTED AN ORDINANCE ANNEXING SAID TRACT INTO LEHI CITY, UTAH AND THAT A COPY OF THE ORDINANCE HAS BEEN PREPARED FOR FILING HEREWITH ALL IN ACCORDANCE WITH UTAH CODE SECTION 10-2-418 AS REVISED AND THAT WE HAVE EXAMINED AND DO HEREBY APPROVE AND ACCEPT THE ANNEXATION OF THE TRACT AS SHOWN AS PART OF SAID CITY AND THAT SAID TRACT OF LAND IS TO BE KNOWN HEREAFTER AS THE LAMB ANNEXATION

DATED THIS_____ DAY OF_____,2022

MAYOR

CLERK RECORDER — DATE

## ACCEPTANCE BY UTAH COUNTY SURVEYOR

THIS PLAT HAS BEEN REVIEWED BY THE COUNTY SURVEYOR AND IS HEREBY CERTIFIED AS A FINAL LOCAL ENTITY PLAT, PERSUANT TO UTAH COUNTY ANN. SECTION 17-23-20 AS AMENDED.

UTAH COUNTY SURVEYOR — DATE

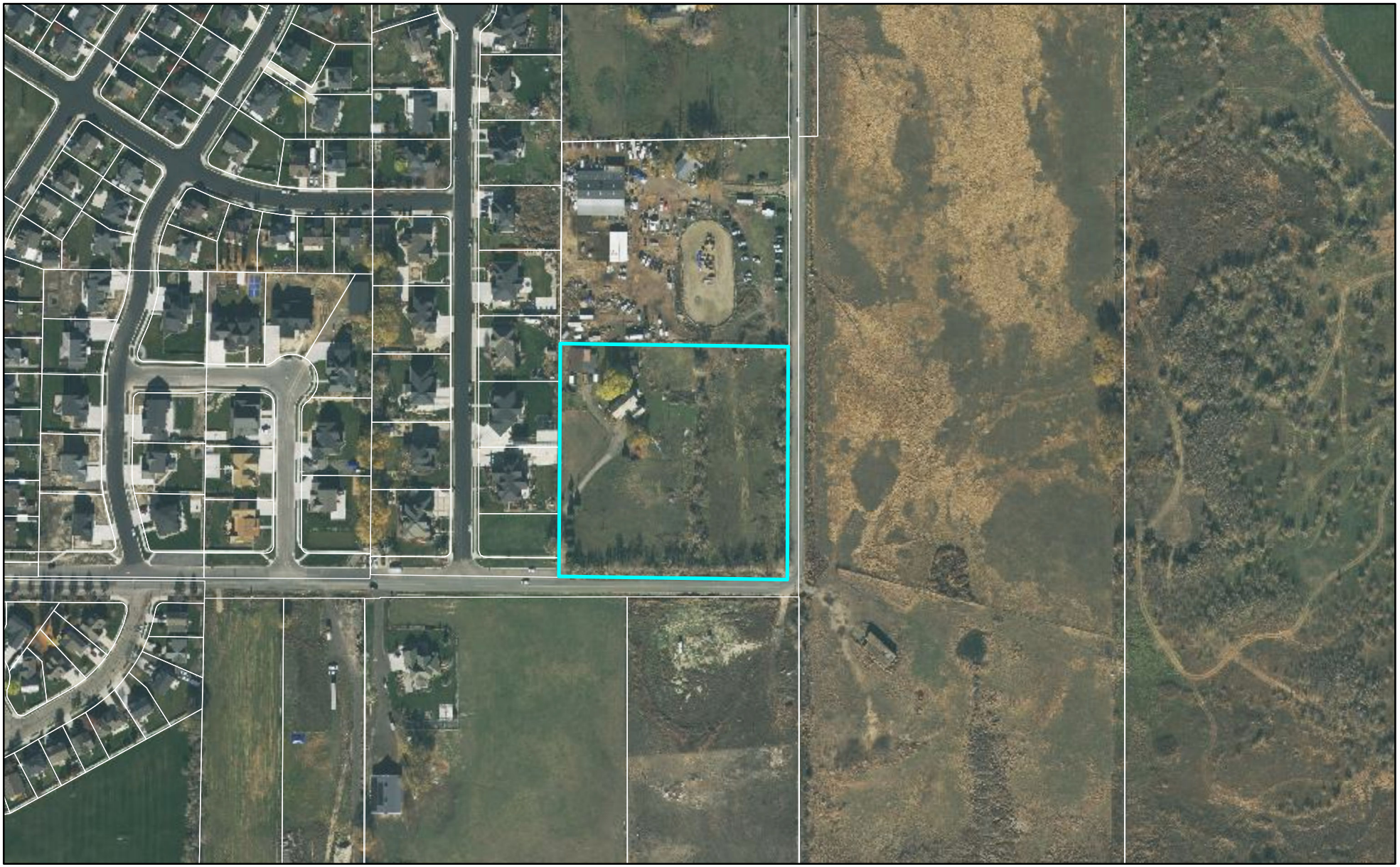
# ANNEXATION PLAT

# LAMB ANNEXATION

LEHI CITY,
UTAH COUNTY, UTAH

# Lamb Annexation

Aerial

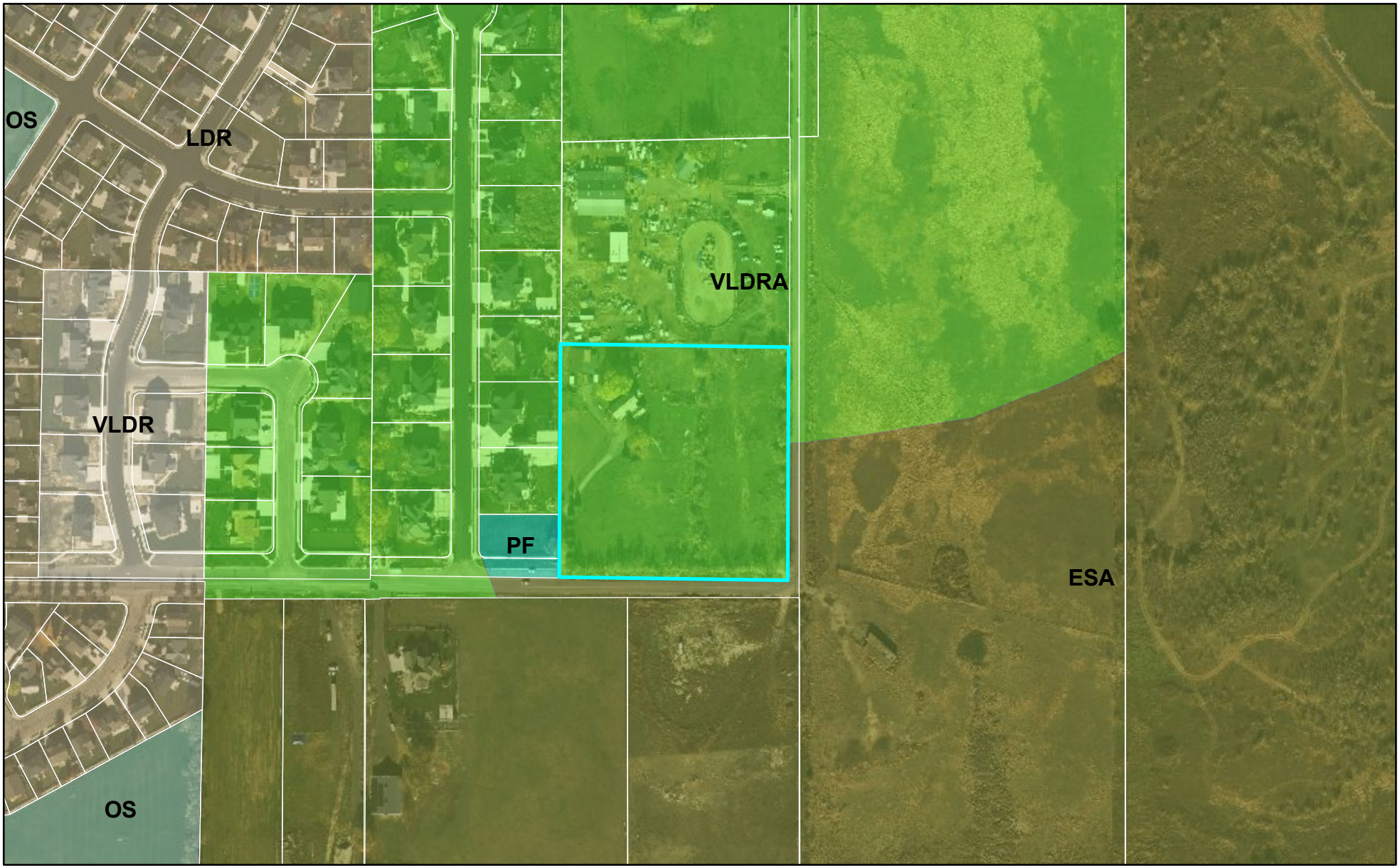


0 330 660 Feet

LEHI CITY

# Lamb Annexation

General Plan




0 330 660 Feet

LEHI CITY

# Lamb Annexation

Zoning




LEHI CITY

**Agenda Item No: 8**

# City Council Agenda Item Report

Meeting Date: February 28, 2023
Submitted By: Brittney Harris
Submitting Department: Planning Division
Item Type: Resolution
Agenda Section: Regular Agenda

---

**Subject:**
Consideration of Resolution #2023-10, a Resolution of Intent to adjust the municipal boundary line at approximately 1500 East 2900 North with approximately 1.62 acres going into Highland City.

**Suggested Action:**

**Attachments:**

CC Staff Report - Highland Municpal Boundary Adjustment Resolution of Intent 02.28.23.docx

Highland Municpal Boundary Adjustment DRC 02.08.23.docx

Res 2023-10.docx

Highland Municipal Boundary Adjustment.pdf

# HIGHLAND MUNICIPAL BOUNDARY ADJUSTMENT

## CITY COUNCIL REPORT

| | | | |
|---|---|---|---|
| **Applicant** | Highland City | | |
| **Meeting Date** | February 28, 2023 | | |
| **Requested Action/Purpose** | Acceptance of a resolution of intent to annex | | |
| **Location** | Approximately 1500 East 2900 North | | |
| **Acreage** | 1.624 acres | | |
| **Existing Land Use** | Highland City Utilities | | |
| **Adjacent Zoning and Land Use** | *North* | Highland | Undeveloped |
| | *South* | Highland | Undeveloped |
| | *East* | Highland | Undeveloped |
| | *West* | TH-5 | Undeveloped |
| **Assigned Planner** | Brittney Harris | | |

## REQUIRED ACTION

| | |
|---|---|
| **City Council** | Acceptance of resolution |
| **Planning Commission** | Review and recommendation on proposed zoning |
| **City Council** | Final approval |

## REPORT ANALYSIS

Highland City requests approval of a resolution of intent to adjust the municipal boundary line. The request will take two parcels currently in Lehi into Highland. These two parcels are owned by Highland City and equal approximately 1.62-acres.

The DRC reviewed the proposed municipal boundary adjustment and had one comment:
1. Need to provide the boundary adjustment plat prior to being scheduled for the final approval City Council meeting

## POSSIBLE MOTIONS AND FINDINGS

The City Council may move to accept or deny the resolution of intent to adjust the municipal boundary line. Any motion should include findings. Possible findings include:

1. The proposed municipal boundary adjustment will move Highland City land into Highland's municipal boundary.
2. The proposed application does/does not conform to the goals and policies of the General Plan.
3. Other findings as determined by the public hearing.

**Highland Municipal Boundary Adjustment**
**DRC Redline Comments**

*Highland City- requests review of a municipal boundary line adjustment located at approximately 1500 East 2900 North*

DRC Members Present: Glade Kirkham, Garion Rowett, Ryan Allred, Jacob Hernandez, Trent Dyer, Kim Struthers, Mike West Gary Smith, Ross Dinsdale, Trent Dyer, Luke Seegmiller, Stefanie Daggs
Assigned Planner: Brittney Harris
Representatives of the Applicant Present: none
Date of Plans Reviewed: 1/26/23
Time Start: 1:08pm
Time End: 1:09pm

**DRC REDLINE COMMENTS:**
**Glade – Power:** No comments
**Garion – Fire:** No comments
**Ryan – Water/Sewer:** No comments
**Trent – Parks:** No comments
**Gary – Building/Inspections:** No comments
**Jacob – Public Works:** No comments
**Ross – Engineering:** No comments
**Luke- Traffic:** No comments
**Kim – Planning:**
1. Need to provide the boundary adjustment plat prior to being scheduled for the final approval City Council meeting

THIS ITEM WILL BE SCHEDULED FOR CITY COUNCIL ON FEBRUARY 28, 2023

**Note: This list of corrections and deficiencies should not be considered as an all-inclusive or final list. The items listed need to be corrected and resolved and a new set of information submitted for review by the DRC. Further corrections and deficiencies may still be noted as the DRC further reviews the resubmitted information.**

**RESOLUTION NO: 2023-10**

**A RESOLUTION OF INENT OF LEHI CITY COUNCIL TO ADJUST A MUNICIPAL BOUNDARY LINE WITH HIGHLAND CITY**

WHEREAS, the Lehi City Council has received a request from Highland to adjust the municipal boundary with Highland City. This area is further identified by Exhibit "A" pursuant to the provisions of Section 10-2-418 of the Utah Code; and

WHEREAS, the boundary line adjustment area is owned by Highland City;

NOW THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. Pursuant to the provision of Section 10-2-418 of the Utah Code, the Lehi City Council hereby intends to adjust the municipal boundary line with Highland City consisting of 1.569 acres and further described by Exhibit "A".

2. Staff is directed to publish notice of this proposed municipal boundary line adjustment in a newspaper of general circulation within Lehi City, once a week for three successive weeks. Said notice shall comply with the requirements of Section 10-2-418(2)(b) of the Utah Code.

3. This Resolution shall be effective upon the date of its adoption.

PASSED AND APPROVED by the City Council of Lehi City, Utah this 28th day of February 2023.

ATTEST

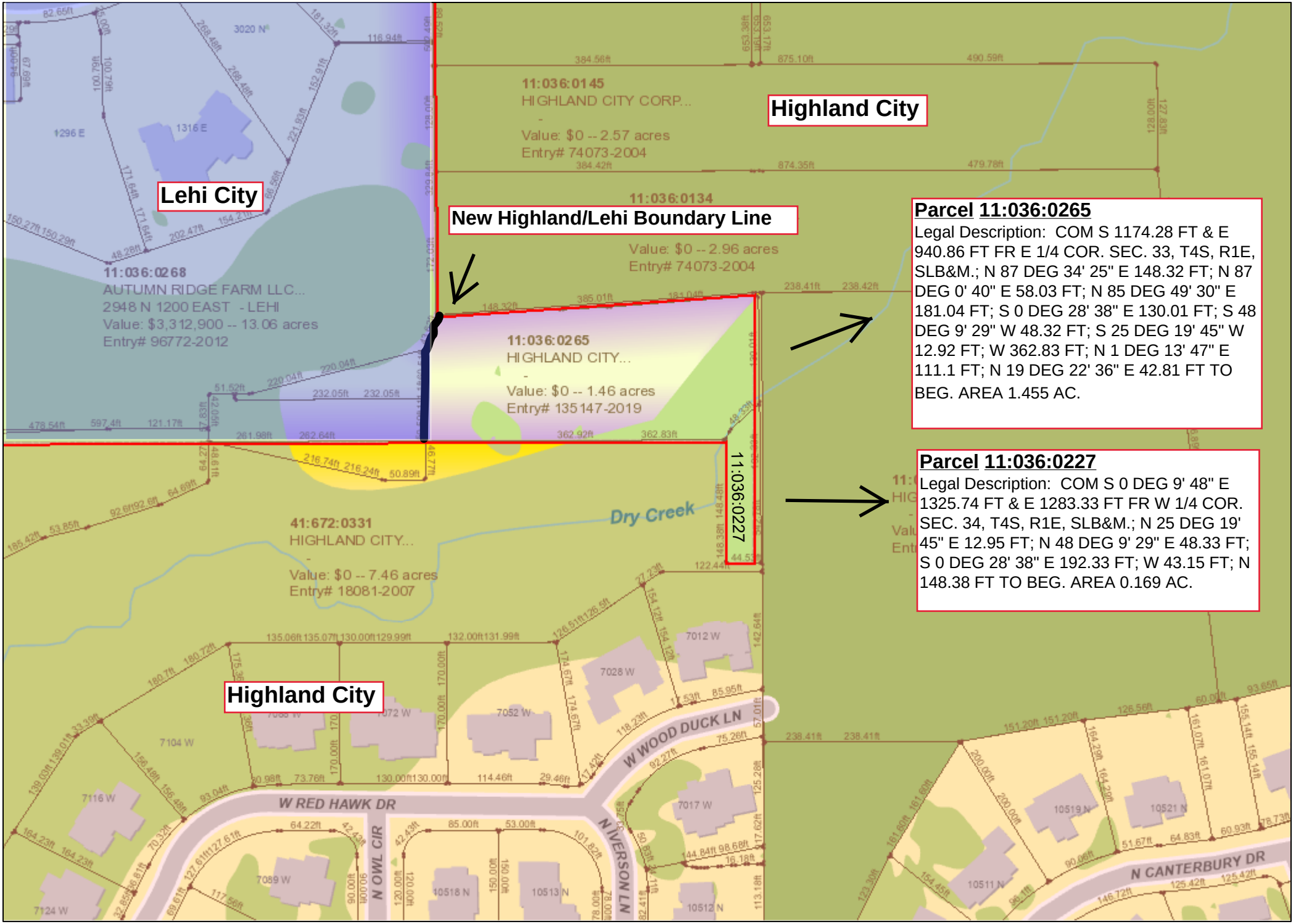
_____ _____

MARK JOHNSON, Mayor Teisha Wilson, City Recorder

EXHIBIT “A”

**Parcel 11:036:0265**
Legal Description: COM S 1174.28 FT & E 940.86 FT FR E 1/4 COR. SEC. 33, T4S, R1E, SLB&M.; N 87 DEG 34' 25" E 148.32 FT; N 87 DEG 0' 40" E 58.03 FT; N 85 DEG 49' 30" E 181.04 FT; S 0 DEG 28' 38" E 130.01 FT; S 48 DEG 9' 29" W 48.32 FT; S 25 DEG 19' 45" W 12.92 FT; W 362.83 FT; N 1 DEG 13' 47" E 111.1 FT; N 19 DEG 22' 36" E 42.81 FT TO BEG. AREA 1.455 AC.

**Parcel 11:036:0227**
Legal Description: COM S 0 DEG 9' 48" E 1325.74 FT & E 1283.33 FT FR W 1/4 COR. SEC. 34, T4S, R1E, SLB&M.; N 25 DEG 19' 45" E 12.95 FT; N 48 DEG 9' 29" E 48.33 FT; S 0 DEG 28' 38" E 192.33 FT; W 43.15 FT; N 148.38 FT TO BEG. AREA 0.169 AC.




# Utah County Parcel Map

Highland-Lehi Boundary Adj (2 Parcels-Dry Creek)

This cadastral map is generated from Utah County Recorder data. It is for reference only and no liability is assumed for any inaccuracies, incorrect data or variations with an actual survey

Date: 1/25/2023

N

**Agenda Item No: 9**

# City Council Agenda Item Report

Meeting Date: February 28, 2023
Submitted By: Brittney Harris
Submitting Department: Planning Division
Item Type: Action Item
Agenda Section: Regular Agenda

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**Subject:**
Consideration of the Pulham Manor Plat B Plat Amendment, amending lots 1 and 2 of the Pulham Manor Plat A located at 964 North 700 East in the R-1-8 zone.

**Suggested Action:**

**Attachments:**

CC Staff Report Subdivision Pulham Manor Plat Amendment 02.28.23.docx

Pulham Manor Plat B DRC 01.18.23.docx

Narrative.pdf

Pulham Manor Plat B.pdf

Aerial Map.pdf

Zoning Map.pdf

General Plan Map.pdf

# PULHAM MANOR PLAT AMENDMENT

## CITY COUNCIL REPORT

| | | | |
|---|---|---|---|
| **Applicant** | Chad Russell | | |
| **Meeting Date** | February 28, 2023 | | |
| **Requested Action/Purpose** | Approval of a proposed plat amendment | | |
| **Location** | 964 North 700 East | | |
| **Existing General Plan Designation** | Low Density Residential (LDR) | | |
| **Existing Zoning** | R-1-8 | | |
| **Existing Land Use** | Single Family Homes | | |
| **Number of Lots/Units** | 2 Lots | | |
| **Adjacent Zoning and Land Use** | *North* | RA-1 | Single Family Homes |
| | *South* | R-1-8 | Single Family Homes |
| | *East* | R-1-8 | Single Family Homes |
| | *West* | R-1-8 | Single Family Homes |
| **Date of DRC Review** | January 18, 2023 | | |
| **Assigned Planner** | Brittney Harris | | |

## REQUIRED ACTION

| | |
|---|---|
| **City Council** | Final approval |

## APPLICABLE DEVELOPMENT CODE REGULATIONS

**Section 11.340. Vacating, Altering, or Amending a Recorded Subdivision Plat. (Amended 07/10/12)**
The City Council may consider, after Reviewing Departments review, any proposed vacation, alteration, or amendment of a subdivision plat, any portion of a subdivision plat, or any road or lot, contained in a subdivision plat.

A. A fee owner of land, as shown on the last county assessment roll, in a subdivision that has been laid out and platted as provided in this part may file an application to have some or all of the plat vacated or amended.
B. The City Council shall hold a public hearing within forty-five (45) days after the day on which the application is filed if:

1. Any owner within the plat notifies the City of the owner's objection in writing within ten (10) days of mailed notification; or

2. A public hearing is required because all of the owners in the subdivision have not signed the revised plat.

C. The public hearing requirement of Subsection B does not apply and the City Council may consider at a public meeting an owner's request to vacate or amend a subdivision plat if the application seeks to:

1. Join two or more of the applicant fee owner's contiguous lots;

2. Subdivide one or more of the applying fee owner's lots, if the subdivision will not result in a violation of a land use ordinance or a development condition;

3. Adjust the lot lines of adjoining lots or parcels if the fee owners of each of the adjoining lots or parcels join in the application, regardless of whether the lots or parcels are located in the same subdivision;

4. On a lot owned by the applying fee owner, adjust an internal lot restriction imposed by the City; or

5. Alter the plat in a manner that does not change existing boundaries or other attributes of lots within

the subdivision that are not:

a. owned by the applicant; or
b. designated as a common area

D. Each request to vacate or amend a plat that contains a request to vacate or amend a public street, right-of-way, or easement is also subject to the State Code requirements for vacation of a public right-of-way.

E. Each request to vacate or amend an entire plat or a portion of a plat shall include:

1. The name and address of each owner of record of the land contained in the entire plat or on that portion of the plat described in the application; and

2. The signature of each owner described in Subsection (E)(1) who consents to the application.

**Section 11.350. Plat Amendment Approval Process and Recordation. (Amended 07/10/12)**

A. Following a review by the Reviewing Departments, the City Council may approve the vacation or amendment of a plat by signing an amended plat showing the vacation or amendment if the Council finds that:

1. There is good cause for the vacation or amendment; and

2. No public street, right-of-way, or easement has been vacated or amended.

B. The City Council shall ensure that the amended plat showing the vacation or amendment is recorded in the office of the County Recorder.

C. An amended plat may not be submitted to the County Recorder for recording unless it is signed, acknowledged, and dedicated by each owner of record of the portion of the plat that is amended.

## PROPERTY HISTORY

**June 15, 1872** Area was part of the original area incorporated into Lehi City

**May 9, 1996** City Council approved the Pulham Manor Plat A subdivision with two residential lots.

## REPORT ANALYSIS

The applicant requests approval of the Pulham Manor Plat B amending lots 1 and 2 of Pulham Manor Plat A. The proposed amendment will not change the number of lots in the original subdivision but will adjust the boundary line. A boundary line adjustment was previously approved and recorded with the County, but the County shows three separate parcels instead of two. And one of the parcel line goes through the existing house. The proposed plat will clean it up to show two parcels as intended. More information on the history of these parcels is provided in the applicant's narrative.

The applicant has expressed their intent to build a detached ADU in the large space behind their house. This is why the plat also shows a 15 foot cross access easement leading to the backyard.

The DRC had the following three comments:

1. Can we get a narrative of what this plat amendment is about?
2. Change the Planning Commission approval to "Lehi City" instead of "Orem City"
3. Lot 2 is a legal nonconforming lot

Lot 2 is a legal nonconforming because it does not meet the side yard setbacks. However, the boundary line adjustment that has already been approved and recorded did not meet the setback. Hence, it is legal nonconforming and it should not stop the City Council from approving this plat amendment.

## POSSIBLE MOTIONS AND FINDINGS

The City Council may approve or deny the proposed plat amendment. Any motion should include findings. Possible findings include:

1. The proposed subdivision will clean up existing parcels to only include two lots as intended.
2. The proposed subdivision meets/does not meet the requirements of the Development Code.
3. Other findings based upon information presented at the public meeting.

**Pulham Manor Plat B**
**DRC Redline Comments**

*Chad Russell- requests review of Pulham Manor Plat B Plat Amendment, amending lots 1 and 2 of Pulham Manor Plat A located at 964 North 700 East in the R-1-8 zone.*

DRC Members Present: Glade Kirkham, Garion Rowett, Ryan Allred, Jacob Hernandez, Kim Struthers, Gary Smith, Ross Dinsdale, Trent Dyer
Representatives of the Applicant Present: Chad Russell
Date of Plans Reviewed: 1/9/23
Time Start: 2:08pm
Time End: 2:21pm

**DRC REDLINE COMMENTS:**
**Glade – Power:** No comments
**Garion – Fire:** No comments
**Ryan – Water/Sewer:** No comments
**Trent – Parks:** No comments
**Gary – Building/Inspections:**
1. Can we get a narrative of what this plat amendment is about?

**Jacob – Public Works:** No comments
**Ross – Engineering:** No comments
**Kim – Planning:**
2. Change the Planning Commission approval to "Lehi City" instead of "Orem City"
3. Lot 2 is a legal nonconforming lot

**PRIOR TO RECORDING OF PLAT:**
1. Provide a Mylar of the final plat for recording with the owners notarized signature(s).
2. Include surveyor's and engineer's stamps and signatures on the plat.

**DRC GENERAL COMMENTS:**
1. On the power, developer will install conduit; Lehi City Power will install all other required power infrastructure shown on the plans and charge the developer for the costs. These costs are separate from power impact fees that are paid with the building permit.
2. Developer is responsible to purchase, move or remove any existing RMP facilities.
3. Developer is responsible to furnish adequate rights of way or easements for construction of off-site power line extensions.
4. Once approved by the Planning Commission or City Council (whichever is applicable) plans may be submitted for check-off. Check-off plans consist of one 24x36 set of plans submitted to the Planning Department. When changes need to be made to a check-off set, revise the affected sheets only. Each new submittal will require a revision date on each new sheet.
5. Prior to the pre-construction meeting, Lehi City Staff will make copies of plans for the meeting from the check-off set and the developer will pay fees for the copies.
6. All signage will require a separate review and approval process
7. All required private improvements (except private landscaping) shall be completed prior to the certificate of occupancy being granted.
8. The approval of a development shall be effective for a period of two (2) years from the date the development is approved by the Planning Commission or City Council, whichever is applicable.
9. Approved vehicle access for firefighting shall be provided to all construction or demolition sites. Vehicle access shall be provided to within 100 feet of temporary or permanent fire department connections. Vehicle access shall be provided by either a twenty (20) foot minimum width temporary or permanent road, capable of supporting vehicle loading under all weather conditions. Vehicle access shall be kept clear of all fencing, barricades, dumpsters, vehicles, construction materials and debris and maintained until permanent fire apparatus access roads are available.

**Note: This list of corrections and deficiencies should not be considered as an all-inclusive or final list. The items listed need to be corrected and resolved and a new set of information submitted for review by the DRC. Further corrections and deficiencies may still be noted as the DRC further reviews the resubmitted information.**

THIS WILL BE SCHEDULED FOR CITY COUNCIL ON FEBRUARY 28, 2023

**Note: This list of corrections and deficiencies should not be considered as an all-inclusive or final list. The items listed need to be corrected and resolved and a new set of information submitted for review by the DRC. Further corrections and deficiencies may still be noted as the DRC further reviews the resubmitted information.**

**Narrative**

We are only requesting that our current plat be amended to match our actual property lines. We are not asking to expand our property, or to subdivide, or anything else-just to match our current property boundaries with the plat.

Our home was built in 1917, and the outbuildings were built in the 40's or 50's. The original property was subdivided in 1996 and our home was parceled out to only include the original home (it was their grandma's house and they thought it would be in the family long term). The Pulhams owned the property and then decided to buy and build next door to the north (1999-2000ish) and had our property resurveyed to include more of the land than the current plat. That map is what we were provided when we purchased the home in 2001.

We were refinancing our home loan in 2012 and the bank contacted us to let us know that our property lines did not match what was on the original loan, based on the appraisal information. We went back to the original surveyor and found that he had a stroke just after surveying our lot in 2000 and never recorded it. We met with the city to find a resolve and it was determined that the best course of action was to do a lot line adjustment. We had an engineering company survey and provide a legal description for the lot line adjustment (including a right of way easement along the north side of our property for access), then had a title company work with our subdivision neighbor to provide and record the deed. It was recorded as two serial numbers with the county-one for the previously recorded parcel, and another for the property that was included in the lot line adjustment. All of that was applied for with Lehi City and approved/recorded with Utah County in 2013.

This past year, our mortgage lender contacted us and said that the two property serial numbers are taxed separately and that only one of them was associated with our current loan, but both need to be. We had the title company rework the paperwork and record it with the county to combine the serial numbers. That did not meet what was needed. We then met with Brittney at Lehi City Planning and she said we needed to do an amendment to a recorded plat. We had an engineer provide a legal description and new parcel map showing the proposed amendment, then met with the DRC, and are hoping to get this approved so we can have a final solution to our property line issues.

# PULHAM MANOR PLAT "B"

Including an amendment of Lots 1 & 2, Plat "A"
Pulham Manor Subdivision

Located in the Northeast quarter of Section 9,
Township 5 South, Range 1 East, S.L.B.&M.

A Residential Subdivision

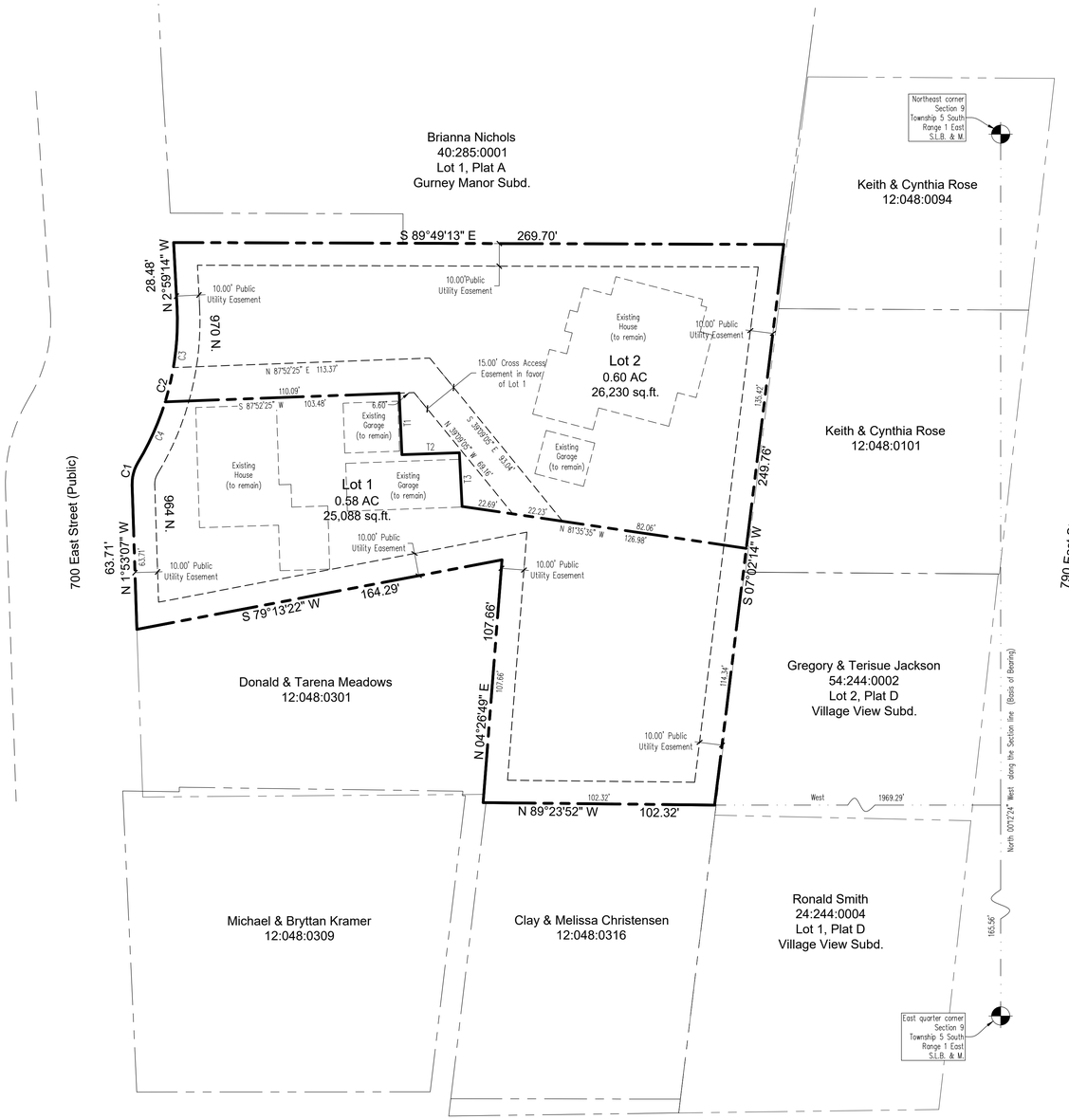
NORTH
1" = 30'

| Curve Data Table | | | | | |
|---|---|---|---|---|---|
| Curve | Radius | Length | Chord | Bearing | Delta |
| C1 | 18.55' | 10.67' | 10.52' | N 14°35'21" E | 32°56'43" |
| C2 | 121.00' | 71.91' | 70.85' | N 14°02'16" E | 34°02'54" |
| C3 | 121.00' | 42.55' | 42.33' | N 7°06'14" E | 20°08'52" |
| C4 | 121.00' | 29.36' | 29.28' | N 24°06'42" E | 13°54'03" |

| Line Table | | |
|---|---|---|
| Line | Length | Direction |
| T1 | 27.20' | N 02°32'39" W |
| T2 | 25.42' | S 88°07'35" W |
| T3 | 23.76' | N 02°54'27" W |




VICINITY MAP




Current property lies within
Zone R 1-8

## Surveyor's Certificate

I, ROGER D. DUDLEY, do hereby certify that I am a registered Land Surveyor and that I hold a license, Certificate No. 147089, in accordance with the Professional Engineers and Land Surveyors Licensing Act found in Title 58, Chapter 22 of the Utah Code. I further certify that by authority of the owners, I have made a survey of the tract of land shown on this plat and described below, have subdivided said tract of land into lots, streets, and easements, have completed a survey of the property described on this plat in accordance with Utah Code Section 17-23-17, have verified all measurements, and have placed monuments as represented on the plat. I further certify that every existing right-of-way and easement grant of record for underground facilities, as defined in Utah Code Section 54-8a-2, and for other utility facilities, is accurately described on this plat, and that this plat is true and correct to the best of my knowledge.

## Boundary Description

Commencing at the Southeast corner of Lot 2, Plat "A", Pulham Manor subdivision as shown on file in the office of the Utah County Recorder, Utah County, Utah, said point located North 00°12'24" West along the Section line 165.56 feet and West 1969.20 feet from the East quarter corner of Section 9, Township 5 South, Range 1 East, Salt Lake Base and Meridian; thence along Plat "A", Pulham Manor Subdivision as follows: South 89°23'52" West 102.31 feet, North 04°26'49" East 107.66 feet, South 79°13'22" West 164.29 feet more or less to 700 East Street; thence along 700 East Street as follows: North 01°53'07" West 63.71 feet, along the arc of a 18.55 foot radius curve to the right 10.67 feet (chord bears North 14°35'21" East 10.52 feet, along the arc of a 121.00 foot radius curve to the left 71.91 feet (chord bears North 14°02'16" East 70.85 feet), North 02°59'14" West 28.48 feet; thence Plat "A", Pulham Manor Subdivision as follows: South 89°49'13" East 283.88 feet; thence South 07°02'14" West 249.76 feet to the point of beginning.

Area = 51,318 sq.ft. or 1.18 Acres

Basis of Bearing is North 00°12'24" West along the Section line from the East quarter corner to the Northeast corner of said Section 9.

DATE

PROFESSIONAL LAND SURVEYOR
(See Seal below)

## Owner's Dedication

Know all by these presents that we, all of the undersigned owners of all the property described in the Surveyor's Certificate hereon and shown on this map, have caused the same to be subdivided into Lots, Blocks, Streets, and Easements and do hereby dedicate the streets and other public areas as indicated hereon for perpetual use of the public.

In witness hereof we have hereunto set our hands this _____ day of _____, A.D. 20___.

Chad Russell

Rachel Russell

Harvey Liston

Pamela Lee Liston

## Acknowledgement

STATE OF UTAH } S.S.
COUNTY OF UTAH }

On this _____ day of _____, in the year 20___, before me, _____, a Notary Public, personally appeared CHAD & RACHAEL RUSSELL, proved on the basis of satisfactory evidence to be the person(s), whose name are subscribed to this instrument, and acknowledged that they executed the same.

My Commission Number _____

Signed (a Notary Public Commissioned in Utah)

My Commission Expires _____

Print name of Notary

STATE OF UTAH } S.S.
COUNTY OF UTAH }

On this _____ day of _____, in the year 20___, before me, _____, a Notary Public, personally appeared Harvey & Pamela Lee Liston, proved on the basis of satisfactory evidence to be the person(s), whose name are subscribed to this instrument, and acknowledged that they executed the same.

My Commission Number _____

Signed (a Notary Public Commissioned in Utah)

My Commission Expires _____

Print name of Notary

## Acceptance by the City of Lehi

The City of Lehi, County of Utah, approves this subdivision and hereby accepts the dedication of all Streets, Easements, and other parcels of land intended for public purposes for the perpetual use of the public. Signed this _____ day of _____ A.D. 20___.

Approved: _____ Mayor

Approved: _____ City Recorder

## Planning Commission Approval

Approved this _____ day of _____ , 20___, by the Orem City Planning Commission.

Director-Secretary | Chair, Planning Commission | Resolution No.

Plat " B "

# PULHAM MANOR

Including an amendment of Lots 1 & 2, Plat "A"
Pulham Manor Subdivision

Located in the Northeast quarter of Section 9,
Township 5 South, Range 1 East, S.L.B.&M.

A Residential Subdivision

Lehi City, _____ Utah County, Utah

Scale: 1" = 30 Feet


Prepared by:

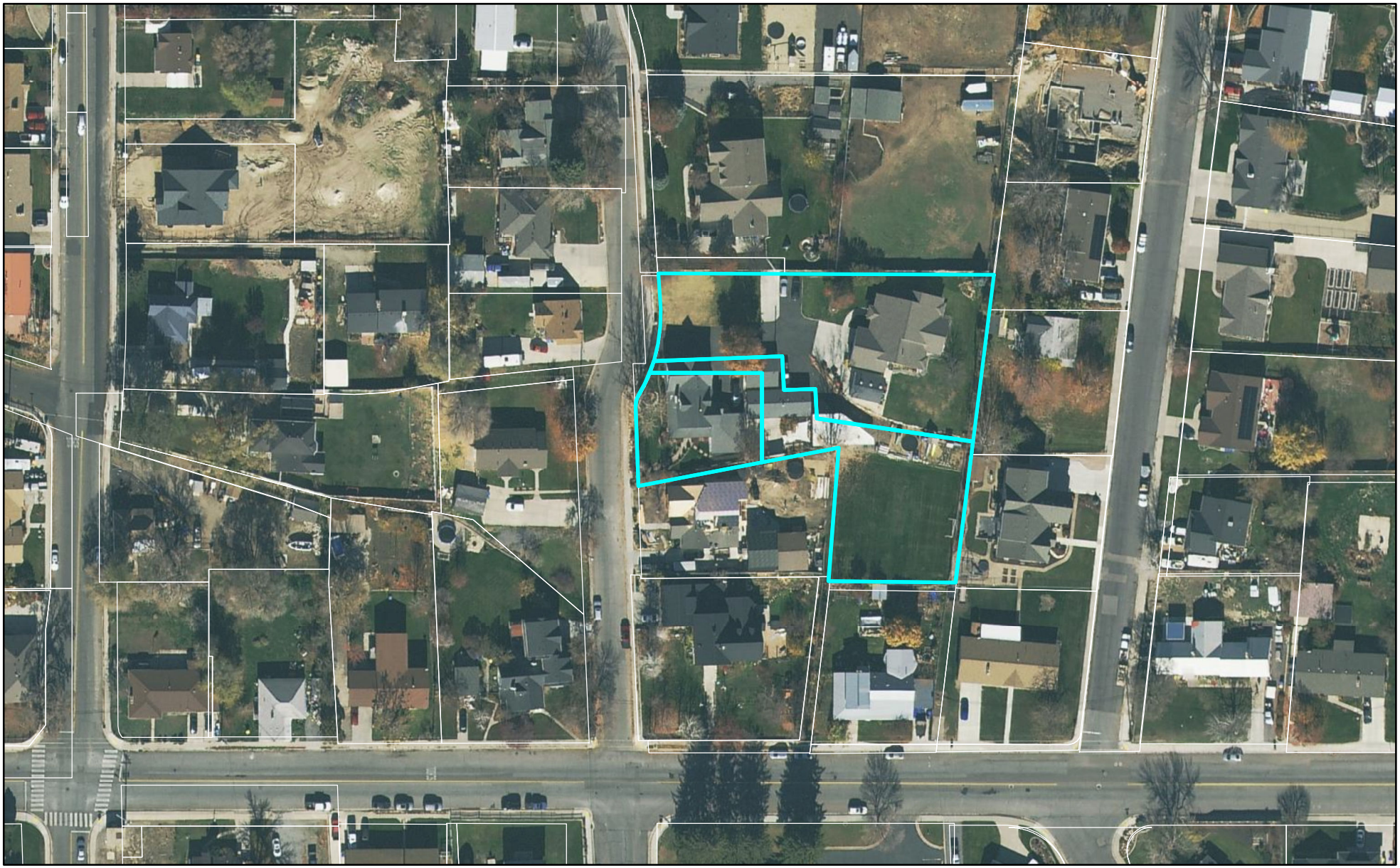
Dudley and Associates, Inc.
353 East 1200 South
Orem, Utah 84058
office 801-224-1252
fax 801-224-1264


GRAPHIC SCALE
30 0 15 30 60 120
( IN FEET )
1 inch = 30 ft.

| County Recorder | SURVEYOR'S SEAL | NOTARY PUBLIC SEAL | CITY-COUNTY ENGINEER SEAL | CLERK-RECORDER SEAL |
|---|---|---|---|---|
| | | | | |

# Pulham Manor Plat B

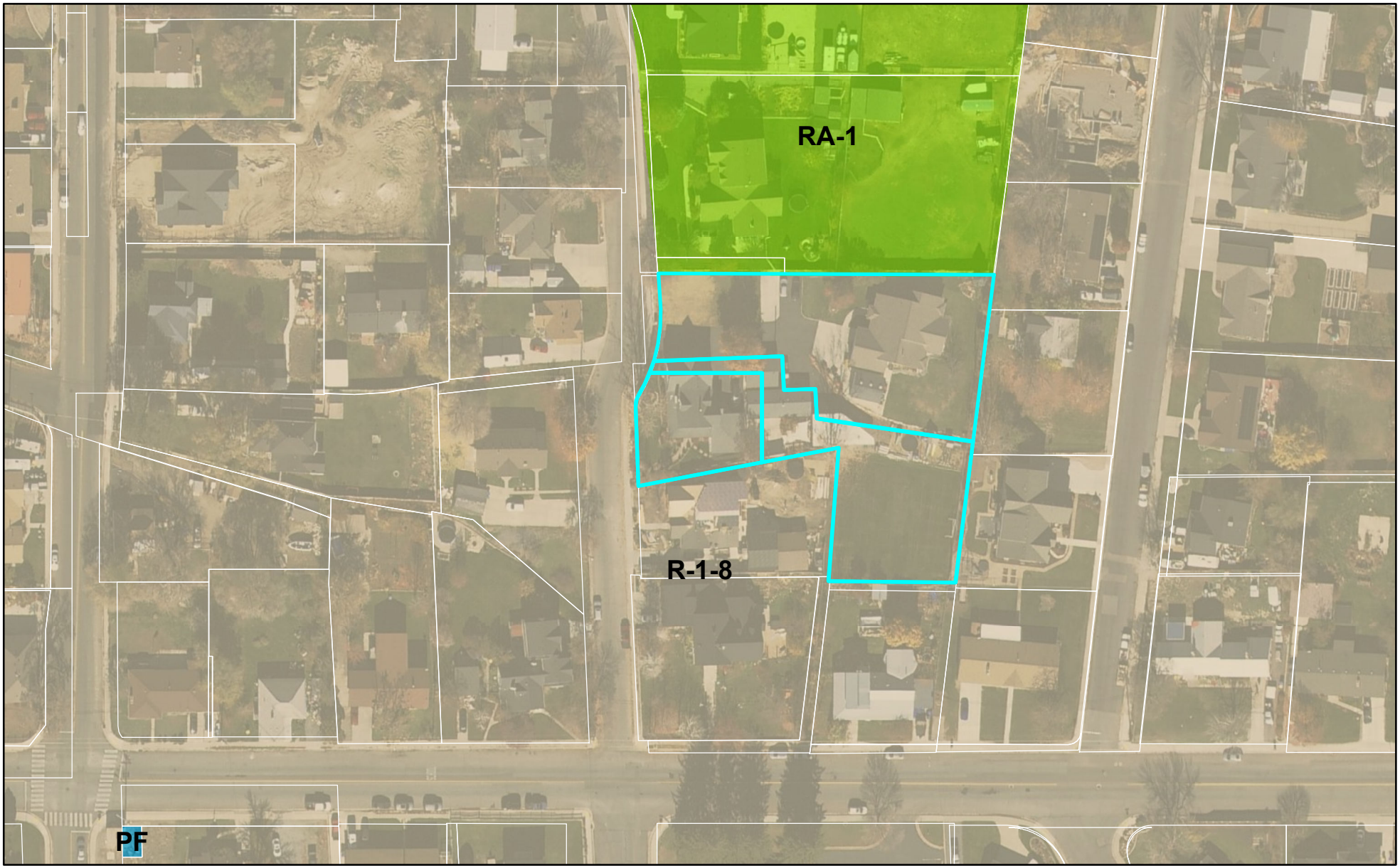
Aerial




LEHI CITY

# Pulham Manor Plat B

Zoning

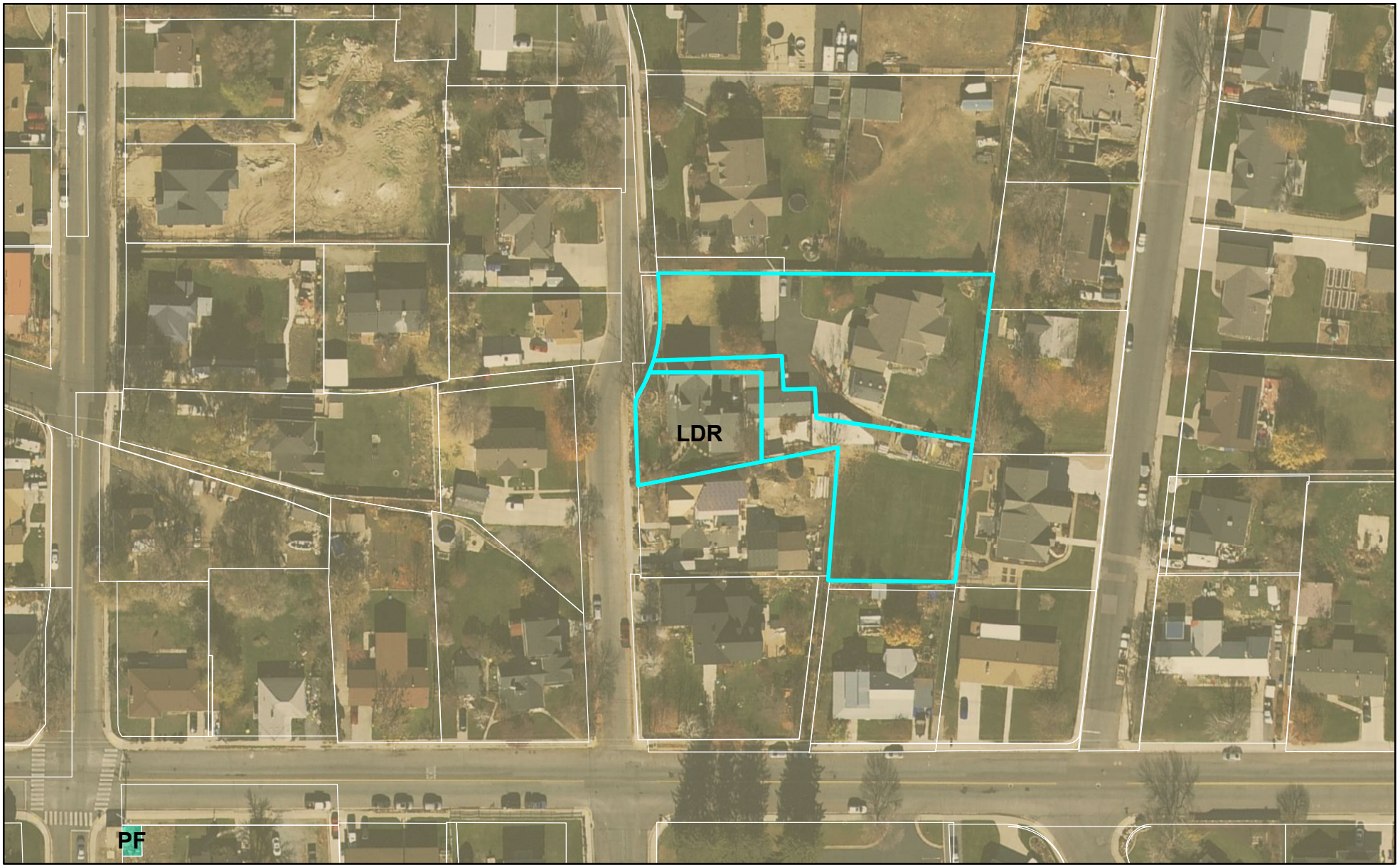



0 130 260 Feet

LEHI CITY

# Pulham Manor Plat B

General Plan




LEHI CITY

**Agenda Item No: 10**

# City Council Agenda Item Report

Meeting Date: February 28, 2023
Submitted By: Jacob Curtis
Submitting Department: Planning Division
Item Type: Ordinance
Agenda Section: Regular Agenda

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**Subject:**
Consideration of Ordinance #19-2023 a Development Code amendment to Tables 05.030-A and 05.040-B, updating allowed residential uses and the bulk and intensity standards.

**Suggested Action:**

**Attachments:**

CC Staff Report Residential Tables Development Code Amendment 02.28.23.docx

Residential Table of Uses & Bulk and Intensity Development Code Amendment DRC 01.18.23.docx

Ord 19-2023.docx

Residential Tables Development Code Amendment 01.18.23 old tables, new tables.pdf

# RESIDENTIAL TABLES DEVELOPMENT CODE AMENDMENT

## CITY COUNCIL REPORT

| | |
|---|---|
| **Applicant** | Lehi City |
| **Meeting Date** | February 28, 2023 |
| **Requested Action/Purpose** | Approval of a proposed amendment to the Lehi City Development Code |
| **Date of DRC Review** | January 18, 2023 |
| **Date of Planning Commission Review** | February 9, 2023 |

## REQUIRED ACTION

| | |
|---|---|
| **Planning Commission** | Review and recommendation |
| **City Council** | Final approval |

## APPLICABLE DEVELOPMENT CODE REGULATIONS

**Section 04.060. Criteria for Approval.**
No amendment to this Code, or the Zoning District Map(s), may be recommended for approval by the Commission nor approved by the City Council unless such amendment or conditions thereto are consistent with the General Plan. In considering a Code amendment, or Zoning District Map(s) amendment, the applicant shall identify, and the City Staff, DRC, Commission, and the City Council may consider the following factors, among others:

1. The effect of the proposed amendment on the character of the surrounding area;
2. Consistency with the goals and policies of the General Plan.
3. Consistency and Compatibility of the proposed zone with the General Plan land uses of nearby and adjoining properties.
4. The suitability of the properties for the uses requested and their suitability for the existing uses identified by the General Plan;
5. Whether a change in the uses allowed for the affected properties will unduly affect the uses, or proposed uses for nearby and adjoining properties;
6. The gain to the public health, safety and welfare from the existing classification to the proposed amendment; and
7. The overall community benefit of the proposed amendment.

## REPORT ANALYSIS

Lehi City requests approval of a Development Code amendment pertaining to the Residential Zoning Districts in Chapters 5 Table of Uses and the Table of Bulk and Intensity. A breakdown of the proposed revisions in each section is given below.

**Table 05-040-A (Bulk and Intensity- Agriculture and Residential Districts)**
The proposed amendment to the table breaks down standards for frontages and setbacks for single family and multi-family uses. Multi-family setbacks will be decided and allowed as per International Building Code requirements. Frontage and setback requirements were reduced for multiple zones, but primarily in the R-2 and R-3 zones.

An additional change was to remove the allowance for a zero-foot driveway length on alley/rear load product. The option is now 2-4 feet or 20 feet minimum.

**Table 05-030-A (Table of Uses- Agriculture and Residential Districts)**
Several changes were made to the table including adding, deleting, and clarifying uses. Though many changes were made, the intent was to clean up the table of uses making it more clear for future development.

Significant changes include the following:

- Allowing for more flexibility in housing types in the R-2 and R-3 zone and making them permitted uses
- Making places of worship and public schools permitted uses in all zones except TH-5
- Adding Commercial Campgrounds as a permitted use in the A-5 zone
- Allowing Commercial Recreational Facilities in certain larger lot zones (tennis facility, equestrian center, etc.)

**DRC Comments**
The DRC had no comments on the proposed Development Code amendment.

## POSSIBLE MOTIONS AND FINDINGS

The City Council may approve or deny the proposed development code amendment. Any motion should include findings. Possible findings include:

1. The proposed Development Code amendment is/is not in conformance with the purposes, intent, and provisions of the General Plan and its various elements.
2. Additional findings based upon information presented during the public hearing.

## PLANNING COMMISSION RECOMMENDATION

The Planning Commission reviewed the proposed amendment on February 9, 2023. The minutes and motion from this meeting are as follows:

**3.3) Public hearing and recommendation of Lehi City's request for review of a Development Code amendment to Tables 05.030-A and 05.040-B, updating allowed residential uses and the bulk and intensity standards.**

Katie Bussell presented information on the agenda item.

Commission Chair Newall opened the public hearing.

Hannah Sheek asked if the item was approved when it would go into effect.

Commission Chair Newall closed the public hearing.

Commissioner Everett asked if there was merit to make it a conditional use.

**Motion**: Commissioner Everett moved to recommend approval of **Lehi City's request for review of a Development Code amendment to Tables 05.030-A and 05.040-B, updating allowed residential uses and the bulk and intensity standards**; including all DRC comments and findings stated in the report. Noting the change of language to read "conditional" instead of "permitted" to allow for flexibility for certain uses and setbacks to be measured from top back curb and adjust the distances accordingly. Commissioner Bunker seconded.

**Vote:** Commissioner Everett, yes; Commissioner Bunker, yes; Commissioner Eyre, yes; Commissioner Newall, yes; Commissioner Jackson, yes. The motion passed unanimously.

**Residential Tables (05.030-A & 05.040-B) Development Code Amendment**
**DRC Redline Comments**

*Lehi City- requests review of a Development Code amendment to Table 05.030-A and 05.040-B, the residential table of uses and table of bulk and intensity.*

DRC Members Present: Glade Kirkham, Garion Rowett, Ryan Allred, Jacob Hernandez, Kim Struthers, Gary Smith, Ross Dinsdale, Trent Dyer, Luke Seegmiller
Representatives of the Applicant Present: N/A
Date of Plans Reviewed: 1/5/23
Time Start: 1:33 pm
Time End: 1:35 pm

**DRC REDLINE COMMENTS:**
**Glade – Power: No comments**
**Garion – Fire: No comments**
**Ryan – Water/Sewer: No comments**
**Trent – Parks: No comments**
**Gary – Building/Inspections: No comments**
**Jacob – Public Works: No comments**
**Ross – Engineering: No comments**
**Luke- Traffic: No comments**
**Kim – Planning: No comments**

THIS ITEM WILL BE SCHEDULED FOR PLANNING COMMISSION ON FEBRUARY 9, 2023.

**Note: This list of corrections and deficiencies should not be considered as an all-inclusive or final list. The items listed need to be corrected and resolved and a new set of information submitted for review by the DRC. Further corrections and deficiencies may still be noted as the DRC further reviews the resubmitted information.**

LEHI CITY

**ORDINANCE NO: 19-2023**

**AN ORDINANCE AMENDING THE LEHI CITY DEVELOPMENT CODE, CHAPTER 5 TABLES 05-040-A AND 05-030-A**

WHEREAS, it has become necessary to amend the residential tables (05-030-A and 05-040-A) in Chapter 5 of the Lehi City Development Code, clarifying allowed uses and updating setback requirements; and

WHEREAS, this amendment seeks to encourage reduce confusion on multifamily setbacks and clean up the table of uses; and

WHEREAS, following a public hearing on February 9, 2023, the Lehi City Planning Commission reviewed the proposed revisions and forwarded a positive recommendation to the City Council; and

WHEREAS, on February 28, 2023, the City Council held a duly noticed meeting to receive public comment and ascertain the facts regarding this matter, which facts and comments are found in the hearing record and which include the staff report, minutes from the Planning Commission meeting of February 9, 2023, and the positive recommendation of the Planning Commission; and,

WHEREAS, after considering the facts and comments presented to the Municipal Council, the Council finds: the residential tables (05-030-A and 05-040-A) in Chapter 5 of the Lehi City Development Code should be amended; and such action furthers the health, safety, and welfare of the citizens of Lehi.

NOW, THEREFORE, BE IT ORDAINED by the City Council of Lehi City, Utah as follows:

PART I:

The residential tables (05-030-A and 05-040-A) in Chapter 5 of the Lehi City Development Code are hereby amended.

PART II:

A. If a provision of this Ordinance -2023 conflicts with a provision of a previously adopted ordinance concerning the same title, chapter, and/or section number amended herein, the provision in this Ordinance shall prevail.

B. This ordinance and its various sections, clauses and paragraphs are hereby declared to be severable. If any part, sentence, clause or phrase is adjudged to be unconstitutional or invalid, the remainder shall not be affected thereby.

C. The City Council hereby directs that the official copy of the Lehi City Code be updated to reflect the provisions enacted by this Ordinance.

D. This Ordinance shall take effect immediately after being posted or published as required by law.

Approved and Adopted by the City Council of Lehi City this 28th day of February 2023.

ATTEST

| | |
|---|---|
| _____ | _____ |
| Mark Johnson, Mayor | Teisha Wilson, City Recorder |

**TABLE 05-030-A**
**TABLE OF USES – AGRICULTURE AND RESIDENTIAL DISTRICTS**
*(Amended 10/10/00; 3/27/01; 04/09/02; 07/09/02; 11/18/03; 09/25/07; 09/09/08; 12/09/08; 04/27/10; 12/14/10; 05/22/12; 11/13/12; 02/24/15; 01/26/16; 05/24/16; 09/13/16; 01/16/18; 09/25/18; 01/22/19; 03/31/20)*

| USE | DISTRICT | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | TH-5 | A-5 | A-1 | RA-1 | R-1-22 | R-1-15 | R-1-12 | R-1-10 | R-1-8/ R-1-Flex | R-2 | R-2.5 | R-3 |
| RESIDENTIAL DWELLING TYPES | | | | | | | | | | | | |
| Single-Family Dwelling | P[1] | P | P | P | P | P | P | P | P | P | P | P |
| Two-Family Dwelling ~~[See Sec. 12.130]~~ | | | | | | | | | | ~~C~~P | ~~C~~P | ~~C~~P |
| Three-Family Dwelling ~~[See Sec. 12.130]~~ | | | | | | | | | | P | ~~C~~P | ~~C~~P |
| Four-Family Dwelling ~~[See Sec. 12.130]~~ | | | | | | | | | | P | ~~C~~P | ~~C~~P |
| Internal Accessory Dwelling Unit (see Sec. 26.030) | P[1] | P | P | P | P | P | P | P | P | P | P | P |
| Detached Accessory Dwelling Unit [>22,000 square foot lot; See Sec. 26.040] | P[1,4] | P[4] | P[4] | P[4] | P[4] | P[4] | P[4] | P[4] | P[4] | P[4] | P[4] | P[4] |
| Group Homes | P[1] | P | P | P | P | P | P | P | P | P | P | P |
| Modular Home | P[1] | P | P | P | P | P | P | P | P | P | P | P |
| Multi-Family Dwellings [>4 dwelling units~~; See Sec. 12.130~~] | | | | | | | | | | P | P | ~~C~~P |
| Townhouses/Condominiums [See Sec.37.040] | | | | | | | | | | ~~C~~P | ~~C~~P | ~~C~~P |
| PUBLIC/CIVIC USES | | | | | | | | | | | | |
| Accessory Parking lot, Municipal | | | | | | | | | | | P[3] | P[3] |
| Churches (places of worship) | | P~~C~~ | P~~C~~ | P~~C~~ | P~~C~~ | P~~C~~ | P~~C~~ | P~~C~~ | P~~C~~ | P~~C~~ | P~~C~~ | ~~C~~P |
| Golf Courses & Country Clubs | | P | P | P | P | C | C | C | C | C | C | C |
| Parks, Playgrounds, Open Space, Trails and Greenways | P[1] | P | P | P | P | P | P | P | P | P | P | P |
| Public/Civic Buildings | | P | P | P | P | P | P | P | P | P | P | P |
| Public Schools | | P | P | P | P | P | P | P | P | P | P | P |
| Private Schools | | C | C | C | C | C | C | C | C | C | C | C |

Notes:
P = Uses allowed as a Permitted Use.
C = Uses allowed as a Conditional Use. Uses not identified as either a Permitted or Conditional Use are deemed to be prohibited.
[1] Permitted to the extent that such use can occur without city culinary or pressurized irrigation water services. However, a building permit will not be issued without compliance with Table 12-060. Such compliance may require a zone change and water dedication pursuant thereto;
[2] Use conditioned upon a finding by the Planning Commission that such use is compatible with surrounding uses.
[3] Requires Site Plan approval by the Planning Commission.
[4] Detached Accessory Dwelling Units require a minimum lot size of 22,000 square feet. May require a conditional use permit based on year built.

| USE | DISTRICT | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | TH-5 | A-5 | A-1 | RA-1 | R-1-22 | R-1-15 | R-1-12 | R-1-10 | R-1-8/ R-1-Flex | R-2 | R-2.5 | R-3 |
| Sporting Facilities, Arenas-Municipal | P[1] | P | P | | | | | | | | | |
| Sporting Facilities, Arenas-Non-Municipal | P[1] | C | C | | | | | | | | | |
| Sports Fields | P[1] | P | P | P | P | P | P | P | P | P | P | P |
| UTILITIES | | | | | | | | | | | | |
| Electrical Substations and Power Transmission Lines, Municipal | | P | P | P | P | P | P | P | P | P | P | P |
| Electrical Substations and Power Transmission Lines, Non-Municipal | | C | C | C | C | C | C | C | C | C | C | C |
| ~~Ground-Mounted Solar Energy System~~ | ~~P~~ | ~~P~~ | ~~P~~ | ~~P~~ | ~~P~~ | ~~P~~ | ~~P~~ | ~~P~~ | ~~P~~ | ~~P~~ | ~~P~~ | ~~P~~ |
| ~~Hybrid Wind and Solar Energy Facility~~ | | ~~C~~ | ~~C~~ | | | | | | | | | |
| Oil & Gas Transmission Lines | | C | C | C | C | C | C | C | C | C | C | C |
| Public and Private (with franchise agreement) Utility Underground Lines, and Rights of Way | | P | P | P | P | P | P | P | P | P | P | P |
| Public and Private (with franchise agreement) Utility Buildings and Other Above Ground, Structures | | C | C | C | C | C | C | C | C | C | C | C |
| ~~Roof-Mounted Solar Energy System~~ | ~~P~~ | ~~P~~ | ~~P~~ | ~~P~~ | ~~P~~ | ~~P~~ | ~~P~~ | ~~P~~ | ~~P~~ | ~~P~~ | ~~P~~ | ~~P~~ |
| ~~Roof-Mounted Wind Energy System~~ | | ~~C~~ | ~~C~~ | ~~C~~ | ~~C~~ | ~~C~~ | ~~C~~ | ~~C~~ | ~~C~~ | ~~C~~ | ~~C~~ | ~~C~~ |
| ~~Small Wind Energy Facility~~ | | ~~C~~ | ~~C~~ | | | | | | | | | |

Notes:
P = Uses allowed as a Permitted Use.
C = Uses allowed as a Conditional Use. Uses not identified as either a Permitted or Conditional Use are deemed to be prohibited.
[1] Permitted to the extent that such use can occur without city culinary or pressurized irrigation water services. However, a building permit will not be issued without compliance with Table 12-060. Such compliance may require a zone change and water dedication pursuant thereto;
[2] Use conditioned upon a finding by the Planning Commission that such use is compatible with surrounding uses.
[3] Requires Site Plan approval by the Planning Commission.
[4] Detached Accessory Dwelling Units require a minimum lot size of 22,000 square feet. May require a conditional use permit based on year built.

| USE | DISTRICT | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | TH-5 | A-5 | A-1 | RA-1 | R-1-22 | R-1-15 | R-1-12 | R-1-10 | R-1-8/ R-1-Flex | R-2 | R-2.5 | R-3 |
| Renewable Energy System (Solar and Small Wind Energy Systems – see Chapter 19) | P | P | P | P | P | P | P | P | P | P | P | P |
| OTHER USES | | | | | | | | | | | | |
| Adult Day Care | | | | | | | | | | C | C | C |
| Agriculture (Horticulture) | P[1] | P | P | P | P | P | P | P | P | P | P | P |
| Animal Rights - Category 1 [See Sec.12-120(D)] | P[1] | P | P | P | P | | | | | | | |
| Animal Rights - Category 2 [See Sec.12-120(D)] | P[1] | P | P | P | P | C[2] | C[2] | | | | | |
| Animal Rights - Category 3 [See Sec.12-120(D)] | P[1] | P | P | P | P | C[2] | C[2] | | | | | |
| Animal Rights - Category 4 [See Sec.12-120(D)] | P[1] | P | P | P | P | P | P | P | P | P | P | P |
| Nursing Home, Rest Home, Assisted Living Facility, or Retirement Home/Center | | | | | | | | | | C | C | C |
| Bed and Breakfast Inn | | C | C | C | C | | | | | | | |
| Beekeeping [See Sec. 12-120(E)] | P[1] | P | P | P | P | P | P | P | P | P | P | P |
| Cannabis Production Establishment | | | P | | | | | | | | | |
| Child Daycare (commercial) | | | | | | | | | | C | C | C |
| Commercial Campgrounds | | P | | | | | | | | | | |
| Commercial Recreation Facilities | C[1] | C | C | C | C | C | C | | | | | |
| ~~Commercial Equestrian Riding Facilities~~ | ~~C[1]~~ | ~~P~~ | ~~C~~ | | | | | | | | | |
| ~~Gravel Pits, Clay Pits~~ | | ~~C~~ | | | | | | | | | | |
| Greenhouses (private, as an accessory use) | | P | P | P | P | C | C | C | C | C | C | C |
| Greenhouses (commercial) | | C | C | C | C | | | | | | | |
| Kennels | | C | C | | | | | | | | | |

Notes:
P = Uses allowed as a Permitted Use.
C = Uses allowed as a Conditional Use. Uses not identified as either a Permitted or Conditional Use are deemed to be prohibited.
[1] Permitted to the extent that such use can occur without city culinary or pressurized irrigation water services. However, a building permit will not be issued without compliance with Table 12-060. Such compliance may require a zone change and water dedication pursuant thereto;
[2] Use conditioned upon a finding by the Planning Commission that such use is compatible with surrounding uses.
[3] Requires Site Plan approval by the Planning Commission.
[4] Detached Accessory Dwelling Units require a minimum lot size of 22,000 square feet. May require a conditional use permit based on year built.

| USE | DISTRICT | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | TH-5 | A-5 | A-1 | RA-1 | R-1-22 | R-1-15 | R-1-12 | R-1-10 | R-1-8/ R-1-Flex | R-2 | R-2.5 | R-3 |
| Model Home [See Sec.12.220] | ~~P~~ | P | P | P | P | P | P | P | P | P | P | P |
| Portable Storage Container [See Sec. 12.130-D] | C | C | C | | | | | | | | | |
| ~~Rest Home, Nursing Home~~ | | | | | | | | | | | ~~C~~ | ~~C~~ |
| ~~Retirement Home/Retirement Center~~ | | | | | | | | | | | ~~C~~ | ~~C~~ |
| Rock, Sand, Gravel, and Topsoil Storage and Distribution ~~Crushers~~ | | C | | | | | | | | | | |
| Short Term Rental | | P | P | P | P | P | P | P | P | P | P | P |
| Swimming Pools (private)/Private Recreation Facilities | P[1] | P | P | P | P | P | P | P | P | P | P | P |
| ~~Temporary Construction Buildings & Yards (12 months maximum)~~ | | ~~P~~ | ~~P~~ | ~~P~~ | ~~P~~ | ~~P~~ | ~~P~~ | ~~P~~ | ~~P~~ | ~~P~~ | ~~P~~ | ~~P~~ |
| ~~Temporary Home Sales Office (12 months maximum)~~ | | ~~P~~ | ~~P~~ | ~~P~~ | ~~P~~ | ~~P~~ | ~~P~~ | ~~P~~ | ~~P~~ | ~~P~~ | ~~P~~ | ~~P~~ |

**Commented [JC1]:** Keep tabs on Ross' new code amendment

Notes:
P = Uses allowed as a Permitted Use.
C = Uses allowed as a Conditional Use. Uses not identified as either a Permitted or Conditional Use are deemed to be prohibited.
[1] Permitted to the extent that such use can occur without city culinary or pressurized irrigation water services. However, a building permit will not be issued without compliance with Table 12-060. Such compliance may require a zone change and water dedication pursuant thereto;
[2] Use conditioned upon a finding by the Planning Commission that such use is compatible with surrounding uses.
[3] Requires Site Plan approval by the Planning Commission.
[4] Detached Accessory Dwelling Units require a minimum lot size of 22,000 square feet. May require a conditional use permit based on year built.

# TABLE 05-040-A
# TABLE OF BULK AND INTENSITY REQUIREMENTS
# AGRICULTURE AND RESIDENTIAL DISTRICTS

*(Am 10/10/00; 3/27/01; 01/08/02; 03/11/03; 03/22/03; 07/08/03; 02/10/04; 12/14/04; 08/09/05; 9/12/06; 09/09/08; 10/11/11; 03/11/14; 02/24/15;02/22/22; DATE TBD)*

| | DISTRICT | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | **TH-5** | **A-5** | **A-1** | **RA-1** | **R-1-22** | **R-1-15** | **R-1-12** | **R-1-10** | **R-1-8** | **R-1-Flex** | **R-2** | **R-2.5** | **R-3** |
| **Minimum Lot Size** | 5 Acres[a] | 5 Acres[a] | 1 Acre[a] | Single-Family Dwelling 15,000 Sq.Ft. [a]<br>Other Allowed Uses 15,000 Sq.Ft. [a] | Single-Family Dwelling 22,000 Sq.Ft. [a]<br>Other Allowed Uses 22,000 Sq.Ft. [a] | Single-Family Dwelling 15,000 Sq.Ft.[a]<br>Other Allowed Uses 15,000 Sq.Ft. [a] | Single-Family Dwelling 12,000 Sq.Ft.[a]<br>Other Allowed Uses 12,000 Sq.Ft. [a] | Single-Family Dwelling 10,000 Sq.Ft.[a]<br>Other Allowed Uses 10,000 Sq.Ft. [a] | Single-Family Dwelling 8,000 Sq.Ft.[a]<br>Other Allowed Uses 8,000 Sq.Ft. [a] | Single-Family Dwelling 8,000 Sq.Ft.[a]<br>Other Allowed Uses 8,000 Sq.Ft. [a] | Single-Family Dwelling 8,000 Sq.Ft.[a]<br>Duplex 10,000 Sq.Ft.[a]<br>Other Allowed Uses 8,000 Sq.Ft. [a] | As per PUD approval. | ~~Single-Family Dwelling 6,000 Sq.Ft.[a] Duplex 8,000 Sq.Ft.[a]~~<br>~~Three Family Dwelling 10,000 Sq.Ft.[a] Four Family Dwelling 12,000Sq.Ft.[a]~~<br>~~For multi family dwellings (>4 units) the m~~Minimum lot size is based on project acreage and the 12 dwelling units per acre maximum<br>Other Allowed Uses 8,000 Sq.Ft.[a] |
| **Maximum Dwelling Units Per Acre** | 0.2[a] | 0.2[a] | 1[a] | 2.5[a] | 1.75[a] | 2.5[a] | 3[a] | 3.5[a] | 4[a] | 3.5[a] for projects > 10acres; 3.25[a] for projects < 10 | 6[a] | 9[a] | 12[a] |
| **Minimum Lot Width/Frontage** | Residential Uses 250 Ft. [a,b] Other Allowed Uses 250 Ft. [a,b] | Residential Uses 250 Ft. [a,b] Other Allowed Uses 250 Ft. [a,b] | Residential Uses 100 Ft. [a,b] Other Allowed Uses 160 Ft. [a,b] | Residential Uses 100 Ft. [a,b] Other Allowed Uses 160 Ft. [a,b] | Residential Uses 100 Ft. [a,b] Other Allowed Uses 160 Ft. [a,b] | Residential Uses 100 Ft. [a,b] Other Allowed Uses 160 Ft. [a,b] | Residential Uses 90 Ft. [a,b] Other Allowed Uses 160 Ft. [a,b] | Residential Uses 80 Ft. [a,b] Other Allowed Uses 160 Ft. [a,b] | Residential Uses 80 Ft. [a,b] Other Allowed Uses 160 Ft. [a,b] | Residential Uses 80 Ft. [a,b] Other Allowed Uses 160 Ft. [a,b] | ~~Single Family Residential Uses~~ 75 Ft. [a,b]<br>Multi-Family<br>As allowed by IBC<br>Other Allowed Uses 150 Ft. [a,b] | As per PUD approval. | ~~Residential Uses~~ Single Family 65 Ft. [a,b]<br>Multi-Family<br>As allowed by IBC<br>Other Allowed Uses 80 Ft. [a,b] |
| **Minimum Front Yard** | 25 Ft. | 25 Ft. | 25 Ft. | 25 Ft. | 25 Ft. | 25 Ft. | 20~~5~~ Ft.[e] | 20~~5~~ Ft.[e] | 20~~5~~ Ft.[e] | 20~~5~~ Ft.[e] | ~~25~~ 15 Ft to dwelling; 20 Ft to garage.[e] | As per PUD approval. | 15 Ft to dwelling; 20 Ft to garage ~~25 Ft.~~[e] |
| **Minimum Rear Yard (Interior Lots)** | 30 Ft. | 30 Ft. | 30 Ft. | 30 Ft. | 30 Ft. | 30 Ft. | 30 Ft. [d] | 30 Ft. [d] | 25 Ft. [d] | 25 Ft. [d] | ~~25~~ Single Family 15 Ft.[d]<br>Multi-Family<br>As allowed by IBC | As per PUD approval. | ~~30~~ Single Family15 Ft.[d]<br>Multi-Family<br>As allowed by IBC |

| | DISTRICT | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | **TH-5** | **A-5** | **A-1** | **RA-1** | **R-1-22** | **R-1-15** | **R-1-12** | **R-1-10** | **R-1-8** | **R-1-Flex** | **R-2** | **R-2.5** | **R-3** |
| **Minimum Rear Yard (Corner Lots)** | 30 Ft. | 30 Ft. | 30 Ft. | 30 Ft. | 30 Ft. | 30 Ft. | 30 Ft. | 15 Ft. | 15 Ft. | 15 Ft. | Single Family 15 Ft. Multi-Family As allowed by IBC | As per PUD approval. | Single Family 15 Ft. Multi-Family As allowed by IBC |
| **Minimum Side Yard** | Residential Uses 10 Ft. Other Allowed Uses 25 Ft. Total Side Yards Not Less Than 50 Ft. | Residential Uses 10 Ft. Other Allowed Uses 25 Ft. Total Side Yards Not Less Than 50 Ft. | Residential Uses 10 Ft. Other Allowed Uses 25 Ft. Total Side Yards Not Less Than 50 Ft. | Residential Uses 10 Ft. Other Allowed Uses 25 Ft. Total Side Yards Not Less Than 50 Ft. | Residential Uses 10 Ft. Other Allowed Uses 25 Ft. Total Side Yards Not Less Than 50 Ft. | Residential Uses 10 Ft. Other Allowed Uses 25 Ft. Total Side Yards Not Less Than 50 Ft. | Residential Uses 10 Ft.[e] Other Allowed Uses 25 Ft. Total Side Yards Not Less Than 50 Ft. | Residential Uses 8 Ft. Total Side Yards Not Less Than 20 Ft.[e] Other Allowed Uses 20 Ft. Total Side Yards Not Less Than 40 Ft. | Residential Uses 8 Ft. Total Side Yards Not Less Than 20 Ft.[e] Other Allowed Uses 20 Ft. Total Side Yards Not Less Than 40 Ft. | Residential Uses 8 Ft. and Total Side Yards Not Less Than 20 Ft.[e] Other Allowed Uses 20 Ft. and Total Side Yards Not Less Than 40 Ft. | Residential Uses 8 Ft. Total Side Yards Not Less Than 20 Ft.[e] Other Allowed Uses 20 Ft. Total Side Yards Not Less Than 40 Ft. | As per PUD approval. | Residential Uses 8 Ft. Total Side Yards Not Less Than 20 Ft.[e] Other Allowed Uses 20 Ft. Total Side Yards Not Less Than 40 Ft. |
| **Minimum Side Yard (Corner Lot)** | 20 Ft. | 20 Ft. | 20 Ft. | 20 Ft. | 20 Ft. | 20 Ft. | 20 Ft.[f] | 20 Ft.[f] | 20 Ft.[f] | 20 Ft.[f] | 20 Ft.[f] | As per PUD approval. | ~~25~~ 20 Ft.[f] |
| **Height** | Max. 35 Ft. or 2 Stories. Min 1 Story | Max. 35 Ft. or 2 Stories. Min. 1 Story | Max. 35 Ft. or 2 Stories. Min. 1 Story | Max. 35 Ft. or 2 Stories. Min. 1 Story | Max. 35 Ft. or 2 Stories. Min. 1 Story | Max. 35 Ft. or 2 Stories. Min. 1 Story | Max. 35 Ft. or 2 Stories. Min. 1 Story | Max. 35 Ft. or 2 Stories. Min. 1 Story | Max. 35 Ft. or 2 Stories. Min. 1 Story | Max. 35 Ft. or 2 Stories. Min. 1 Story | Max. 35 Ft. or 2 Stories. Min. 1 Story | Max. 35 Ft. or 2 Stories. Min. 1 Story | Max. 45 Ft. or 3 Stories. Min. 1 Story |
| **Minimum Ground Floor Area Per Residential Unit** | 1,000 Sq.Ft.[g] | 1,500 Sq.Ft.[h] | 1,500 Sq.Ft.[h] | 1,000 Sq.Ft.[g] | 1,500 Sq.Ft.[h] | 1,000 Sq.Ft.[g] | 1,000 Sq.Ft.[g] | 1,000 Sq.Ft.[g] | 1,000 Sq.Ft.[g] | 1,000 Sq.Ft.[g] | 900 Sq.Ft. (Ground Floor Not Less Than 600 Sq.Ft. With Total of 1,200 Sq.Ft. Min. For Stacked Attached Units)[g] | 900 Sq.Ft. (Ground Floor Not Less Than 600 Sq.Ft. With Total of 1,200 Sq.Ft. Min. For Stacked Attached Units)[g] | 900 Sq.Ft. (Ground Floor Not Less Than 600 Sq.Ft. With Total of 1,200 Sq.Ft. Min. For Stacked Attached Units)[g] |
| **Minimum Driveway Length Front Load** | 20 Ft. | 20 Ft. | 20 Ft. | 20 Ft. | 20 Ft. | 20 Ft. | 20 Ft. | 20 Ft. | 20 Ft. | 20 Ft. | 20 Ft. | 20 Ft. | 20 Ft. |

Notes:

[a] For subdivisions located along a master planned major roadway or master planned trail, the City Council, following review and recommendation from the DRC and Planning Commission, may allow higher density, reduced lot size, reduced frontage, or other design considerations in lieu of payment to the developer for right-of-way and/or other improvements required by the Lehi City General Plan, Master Transportation Plan and/or Lehi City Design Standards and Public Improvements Specifications Manual (concept plan required).

[b] For subdivisions that are designed with curvilinear street layouts, or coving, or that incorporate traffic calming elements in their design, the City Council, following review and recommendation from the DRC and Planning Commission, may allow reduced frontage (concept plan required).

[c] ~~20 ft. for remodeling projects on single family dwellings not less than 2 years old.~~

[d] 15 ft. for remodeling projects on single family dwellings not less than 2 years old.

[e] 6 ft. minimum with total side yards not less than 18 ft. for remodeling projects on single family dwellings not less than 2 years old.

[f] 20 ft. for remodeling projects on single family dwellings not less than 2 years old.

[g] 850 Sq. Ft. on two story single family detached unit with attached 2 car garage (garage not included in calculation of 850 Sq. Ft.) Must have a minimum of 1450 Sq. Ft. total finished floor area.

[h] 1,250 Sq. Ft. on two story single family detached unit with attached 2 car garage (garage not included in calculation of 1,250 Sq. Ft.) Must have a minimum of 1,750 Sq. Ft. total finished floor area. Dwellings existing prior to December 12, 2004 are considered a conforming use.

| | DISTRICT | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | **TH-5** | **A-5** | **A-1** | **RA-1** | **R-1-22** | **R-1-15** | **R-1-12** | **R-1-10** | **R-1-8** | **R-1-Flex** | **R-2** | **R-2.5** | **R-3** |
| **Driveway Length Alley/Rear Load** | ~~02~~ Ft.-4 Ft. or 20 Ft. Min. | ~~20~~ Ft.-4 Ft. or 20 Ft. Min. | ~~20~~ Ft.-4 Ft. or 20 Ft. Min. | ~~20~~ Ft.-4 Ft. or 20 Ft. Min. | ~~20~~ Ft.-4 Ft. or 20 Ft. Min. | ~~20~~ Ft.-4 Ft. or 20 Ft. Min. | ~~20~~ Ft.-4 Ft. or 20 Ft. Min. | ~~20~~ Ft.-4 Ft. or 20 Ft. Min. | ~~20~~ Ft.-4 Ft. or 20 Ft. Min. | ~~20~~ Ft.-4 Ft. or 20 Ft. Min. | ~~20~~ Ft.-4 Ft. or 20 Ft. Min. | ~~20~~ Ft.-4 Ft. or 20 Ft. Min. | ~~20~~ Ft.-4 Ft. or 20 Ft. Min. |
| **Min. Area For PRD** | N/A | 10 Acre min. | 10 Acre min. | 10 Acre min. | 10 Acre min. | 10 Acre min. | 10 Acre min. | 10 Acre min. | 10 Acre min. | 10 Acre min. | 10 Acre min. | 10 Acre min. | 10 Acre min. |

Notes:

[a] For subdivisions located along a master planned major roadway or master planned trail, the City Council, following review and recommendation from the DRC and Planning Commission, may allow higher density, reduced lot size, reduced frontage, or other design considerations in lieu of payment to the developer for right-of-way and/or other improvements required by the Lehi City General Plan, Master Transportation Plan and/or Lehi City Design Standards and Public Improvements Specifications Manual (concept plan required).

[b] For subdivisions that are designed with curvilinear street layouts, or coving, or that incorporate traffic calming elements in their design, the City Council, following review and recommendation from the DRC and Planning Commission, may allow reduced frontage (concept plan required).

~~[c] 20 ft. for remodeling projects on single family dwellings not less than 2 years old.~~

[d] 15 ft. for remodeling projects on single family dwellings not less than 2 years old.

[e] 6 ft. minimum with total side yards not less than 18 ft. for remodeling projects on single family dwellings not less than 2 years old.

[f] 20 ft. for remodeling projects on single family dwellings not less than 2 years old.

[g] 850 Sq. Ft. on two story single family detached unit with attached 2 car garage (garage not included in calculation of 850 Sq. Ft.) Must have a minimum of 1450 Sq. Ft. total finished floor area.

[h] 1,250 Sq. Ft. on two story single family detached unit with attached 2 car garage (garage not included in calculation of 1,250 Sq. Ft.) Must have a minimum of 1,750 Sq. Ft. total finished floor area. Dwellings existing prior to December 12, 2004 are considered a conforming use.

**TABLE 05-030-A**
**TABLE OF USES − AGRICULTURE AND RESIDENTIAL DISTRICTS**
*(Amended 10/10/00; 3/27/01; 04/09/02; 07/09/02; 11/18/03; 09/25/07; 09/09/08; 12/09/08; 04/27/10; 12/14/10; 05/22/12; 11/13/12; 02/24/15; 01/26/16; 05/24/16; 09/13/16; 01/16/18; 09/25/18; 01/22/19; 03/31/20)*

| USE | DISTRICT | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | TH-5 | A-5 | A-1 | RA-1 | R-1-22 | R-1-15 | R-1-12 | R-1-10 | R-1-8/ R-1-Flex | R-2 | R-2.5 | R-3 |
| RESIDENTIAL DWELLING TYPES | | | | | | | | | | | | |
| Single-Family Dwelling | P[1] | P | P | P | P | P | P | P | P | P | P | P |
| Two-Family Dwelling | | | | | | | | | | P | P | P |
| Three-Family Dwelling | | | | | | | | | | P | P | P |
| Four-Family Dwelling | | | | | | | | | | P | P | P |
| Internal Accessory Dwelling Unit (see Sec. 26.030) | P[1] | P | P | P | P | P | P | P | P | P | P | P |
| Detached Accessory Dwelling Unit [>22,000 square foot lot; See Sec. 26.040] | P[1,4] | P[4] | P[4] | P[4] | P[4] | P[4] | P[4] | P[4] | P[4] | P[4] | P[4] | P[4] |
| Group Homes | P[1] | P | P | P | P | P | P | P | P | P | P | P |
| Modular Home | P[1] | P | P | P | P | P | P | P | P | P | P | P |
| Multi-Family Dwellings [>4 dwelling units] | | | | | | | | | | P | P | P |
| Townhouses/Condominiums [See Sec.37.040] | | | | | | | | | | P | P | P |
| PUBLIC/CIVIC USES | | | | | | | | | | | | |
| Accessory Parking lot, Municipal | | | | | | | | | | | P[3] | P[3] |
| Churches (places of worship) | | P | P | P | P | P | P | P | P | P | P | P |
| Golf Courses & Country Clubs | | P | P | P | P | C | C | C | C | C | C | C |
| Parks, Playgrounds, Open Space, Trails and Greenways | P[1] | P | P | P | P | P | P | P | P | P | P | P |
| Public/Civic Buildings | | P | P | P | P | P | P | P | P | P | P | P |
| Public Schools | | P | P | P | P | P | P | P | P | P | P | P |
| Private Schools | | C | C | C | C | C | C | C | C | C | C | C |

Notes:
P = Uses allowed as a Permitted Use.
C = Uses allowed as a Conditional Use. Uses not identified as either a Permitted or Conditional Use are deemed to be prohibited.
[1] Permitted to the extent that such use can occur without city culinary or pressurized irrigation water services. However, a building permit will not be issued without compliance with Table 12-060. Such compliance may require a zone change and water dedication pursuant thereto;
[2] Use conditioned upon a finding by the Planning Commission that such use is compatible with surrounding uses.
[3] Requires Site Plan approval by the Planning Commission.
[4] Detached Accessory Dwelling Units require a minimum lot size of 22,000 square feet. May require a conditional use permit based on year built.

| USE | DISTRICT | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | **TH-5** | **A-5** | **A-1** | **RA-1** | **R-1-22** | **R-1-15** | **R-1-12** | **R-1-10** | **R-1-8/ R-1-Flex** | **R-2** | **R-2.5** | **R-3** |
| Sporting Facilities, Arenas-Municipal | P[1] | P | P | | | | | | | | | |
| Sporting Facilities, Arenas-Non-Municipal | P[1] | C | C | | | | | | | | | |
| Sports Fields | P[1] | P | P | P | P | P | P | P | P | P | P | P |
| UTILITIES | | | | | | | | | | | | |
| Electrical Substations and Power Transmission Lines, Municipal | | P | P | P | P | P | P | P | P | P | P | P |
| Electrical Substations and Power Transmission Lines, Non-Municipal | | C | C | C | C | C | C | C | C | C | C | C |
| Oil & Gas Transmission Lines | | C | C | C | C | C | C | C | C | C | C | C |
| Public and Private (with franchise agreement) Utility Underground Lines, and Rights of Way | | P | P | P | P | P | P | P | P | P | P | P |
| Public and Private (with franchise agreement) Utility Buildings and Other Above Ground, Structures | | C | C | C | C | C | C | C | C | C | C | C |
| Renewable Energy System (Solar and Small Wind Energy Systems – see Chapter 19) | P | P | P | P | P | P | P | P | P | P | P | P |
| OTHER USES | | | | | | | | | | | | |
| Adult Day Care | | | | | | | | | | C | C | C |
| Agriculture (Horticulture) | P[1] | P | P | P | P | P | P | P | P | P | P | P |
| Animal Rights - Category 1 [See Sec.12-120(D)] | P[1] | P | P | P | P | | | | | | | |
| Animal Rights - Category 2 [See Sec.12-120(D)] | P[1] | P | P | P | P | C[2] | C[2] | | | | | |
| Animal Rights - Category 3 [See Sec.12-120(D)] | P[1] | P | P | P | P | C[2] | C[2] | | | | | |
| Animal Rights - Category 4 [See Sec.12-120(D)] | P[1] | P | P | P | P | P | P | P | P | P | P | P |

Notes:
P = Uses allowed as a Permitted Use.
C = Uses allowed as a Conditional Use. Uses not identified as either a Permitted or Conditional Use are deemed to be prohibited.
[1] Permitted to the extent that such use can occur without city culinary or pressurized irrigation water services. However, a building permit will not be issued without compliance with Table 12-060. Such compliance may require a zone change and water dedication pursuant thereto;
[2] Use conditioned upon a finding by the Planning Commission that such use is compatible with surrounding uses.
[3] Requires Site Plan approval by the Planning Commission.
[4] Detached Accessory Dwelling Units require a minimum lot size of 22,000 square feet. May require a conditional use permit based on year built.

| USE | DISTRICT | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | **TH-5** | **A-5** | **A-1** | **RA-1** | **R-1-22** | **R-1-15** | **R-1-12** | **R-1-10** | **R-1-8/ R-1-Flex** | **R-2** | **R-2.5** | **R-3** |
| Nursing Home, Rest Home, Assisted Living Facility, or Retirement Home/Center | | | | | | | | | | C | C | C |
| Bed and Breakfast Inn | | C | C | C | C | | | | | | | |
| Beekeeping [See Sec. 12-120(E)] | P[1] | P | P | P | P | P | P | P | P | P | P | P |
| Cannabis Production Establishment | | | P | | | | | | | | | |
| Child Daycare (commercial) | | | | | | | | | | C | C | C |
| Commercial Campgrounds | | P | | | | | | | | | | |
| Commercial Recreation Facilities | C[1] | C | C | C | C | C | C | | | | | |
| Greenhouses (private, as an accessory use) | | P | P | P | P | C | C | C | C | C | C | C |
| Greenhouses (commercial) | | C | C | C | C | | | | | | | |
| Kennels | | C | C | | | | | | | | | |
| Model Home [See Sec.12.220] | | P | P | P | P | P | P | P | P | P | P | P |
| Portable Storage Container [See Sec. 12.130-D] | C | C | C | | | | | | | | | |
| Rock, Sand, Gravel, and Topsoil Storage and Distribution | | C | | | | | | | | | | |
| Short Term Rental | | P | P | P | P | P | P | P | P | P | P | P |
| Swimming Pools (private)/Private Recreation Facilities | P[1] | P | P | P | P | P | P | P | P | P | P | P |

**Commented [JC1]:** Keep tabs on Ross' new code amendment

Notes:
P = Uses allowed as a Permitted Use.
C = Uses allowed as a Conditional Use. Uses not identified as either a Permitted or Conditional Use are deemed to be prohibited.
[1] Permitted to the extent that such use can occur without city culinary or pressurized irrigation water services. However, a building permit will not be issued without compliance with Table 12-060. Such compliance may require a zone change and water dedication pursuant thereto;
[2] Use conditioned upon a finding by the Planning Commission that such use is compatible with surrounding uses.
[3] Requires Site Plan approval by the Planning Commission.
[4] Detached Accessory Dwelling Units require a minimum lot size of 22,000 square feet. May require a conditional use permit based on year built.

# TABLE 05-040-A
# TABLE OF BULK AND INTENSITY REQUIREMENTS
# AGRICULTURE AND RESIDENTIAL DISTRICTS

*(Am 10/10/00; 3/27/01; 01/08/02; 03/11/03; 03/22/03; 07/08/03; 02/10/04; 12/14/04; 08/09/05; 9/12/06; 09/09/08; 10/11/11; 03/11/14; 02/24/15;02/22/22; DATE TBD)*

| | DISTRICT | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | **TH-5** | **A-5** | **A-1** | **RA-1** | **R-1-22** | **R-1-15** | **R-1-12** | **R-1-10** | **R-1-8** | **R-1-Flex** | **R-2** | **R-2.5** | **R-3** |
| **Minimum Lot Size** | 5 Acres[a] | 5 Acres[a] | 1 Acre[a] | Single-Family Dwelling 15,000 Sq.Ft. [a] Other Allowed Uses 15,000 Sq.Ft. [a] | Single-Family Dwelling 22,000 Sq.Ft. [a] Other Allowed Uses 22,000 Sq.Ft. [a] | Single-Family Dwelling 15,000 Sq.Ft.[a] Other Allowed Uses 15,000 Sq.Ft. [a] | Single-Family Dwelling 12,000 Sq.Ft.[a] Other Allowed Uses 12,000 Sq.Ft. [a] | Single-Family Dwelling 10,000 Sq.Ft.[a] Other Allowed Uses 10,000 Sq.Ft. [a] | Single-Family Dwelling 8,000 Sq.Ft.[a] Other Allowed Uses 8,000 Sq.Ft. [a] | Single-Family Dwelling 8,000 Sq.Ft.[a] Other Allowed Uses 8,000 Sq.Ft. [a] | Single-Family Dwelling 8,000 Sq.Ft.[a] Duplex 10,000 Sq.Ft.[a] Other Allowed Uses 8,000 Sq.Ft. [a] | As per PUD approval. | Minimum lot size is based on project acreage and the 12 dwelling units per acre maximum Other Allowed Uses 8,000 Sq.Ft.[a] |
| **Maximum Dwelling Units Per Acre** | 0.2[a] | 0.2[a] | 1[a] | 2.5[a] | 1.75[a] | 2.5[a] | 3[a] | 3.5[a] | 4[a] | 3.5[a] for projects > 10acres; 3.25[a] for projects < 10 | 6[a] | 9[a] | 12[a] |
| **Minimum Lot Width/Frontage** | Residential Uses 250 Ft. [a,b] Other Allowed Uses 250 Ft. [a,b] | Residential Uses 250 Ft. [a,b] Other Allowed Uses 250 Ft. [a,b] | Residential Uses 100 Ft. [a,b] Other Allowed Uses 160 Ft. [a,b] | Residential Uses 100 Ft. [a,b] Other Allowed Uses 160 Ft. [a,b] | Residential Uses 100 Ft. [a,b] Other Allowed Uses 160 Ft. [a,b] | Residential Uses 100 Ft. [a,b] Other Allowed Uses 160 Ft. [a,b] | Residential Uses 90 Ft. [a,b] Other Allowed Uses 160 Ft. [a,b] | Residential Uses 80 Ft. [a,b] Other Allowed Uses 160 Ft. [a,b] | Residential Uses 80 Ft. [a,b] Other Allowed Uses 160 Ft. [a,b] | Residential Uses 80 Ft. [a,b] Other Allowed Uses 160 Ft. [a,b] | Single Family 75 Ft. [a,b] Multi-Family As allowed by IBC Other Allowed Uses 150 Ft. [a,b] | As per PUD approval. | Single Family 65 Ft. [a,b] Multi-Family As allowed by IBC Other Allowed Uses 80 Ft. [a,b] |
| **Minimum Front Yard** | 25 Ft. | 25 Ft. | 25 Ft. | 25 Ft. | 25 Ft. | 25 Ft. | 20 Ft. | 20 Ft. | 20 Ft. | 20 Ft. | 15 Ft to dwelling; 20 Ft to garage. | As per PUD approval. | 15 Ft to dwelling; 20 Ft to garage |
| **Minimum Rear Yard (Interior Lots)** | 30 Ft. | 30 Ft. | 30 Ft. | 30 Ft. | 30 Ft. | 30 Ft. | 30 Ft. [d] | 30 Ft. [d] | 25 Ft. [d] | 25 Ft. [d] | Single Family 15 Ft. Multi-Family As allowed by IBC | As per PUD approval. | Single Family15 Ft. Multi-Family As allowed by IBC |
| **Minimum Rear Yard (Corner Lots)** | 30 Ft. | 30 Ft. | 30 Ft. | 30 Ft. | 30 Ft. | 30 Ft. | 30 Ft. | 15 Ft. | 15 Ft. | 15 Ft. | Single Family 15 Ft. Multi-Family As allowed by IBC | As per PUD approval. | Single Family 15 Ft. Multi-Family As allowed by IBC |

| | DISTRICT | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | **TH-5** | **A-5** | **A-1** | **RA-1** | **R-1-22** | **R-1-15** | **R-1-12** | **R-1-10** | **R-1-8** | **R-1-Flex** | **R-2** | **R-2.5** | **R-3** |
| **Minimum Side Yard** | Residential Uses 10 Ft. Other Allowed Uses 25 Ft. Total Side Yards Not Less Than 50 Ft. | Residential Uses 10 Ft. Other Allowed Uses 25 Ft. Total Side Yards Not Less Than 50 Ft. | Residential Uses 10 Ft. Other Allowed Uses 25 Ft. Total Side Yards Not Less Than 50 Ft. | Residential Uses 10 Ft. Other Allowed Uses 25 Ft. Total Side Yards Not Less Than 50 Ft. | Residential Uses 10 Ft. Other Allowed Uses 25 Ft. Total Side Yards Not Less Than 50 Ft. | Residential Uses 10 Ft. Other Allowed Uses 25 Ft. Total Side Yards Not Less Than 50 Ft. | Residential Uses 10 Ft.[e] Other Allowed Uses 25 Ft. Total Side Yards Not Less Than 50 Ft. | Residential Uses 8 Ft. Total Side Yards Not Less Than 20 Ft.[e] Other Allowed Uses 20 Ft. Total Side Yards Not Less Than 40 Ft. | Residential Uses 8 Ft. Total Side Yards Not Less Than 20 Ft.[e] Other Allowed Uses 20 Ft. Total Side Yards Not Less Than 40 Ft. | Residential Uses 8 Ft. and Total Side Yards Not Less Than 20 Ft.[e] Other Allowed Uses 20 Ft. and Total Side Yards Not Less Than 40 Ft. | Residential Uses 8 Ft. Total Side Yards Not Less Than 20 Ft.[e] Other Allowed Uses 20 Ft. Total Side Yards Not Less Than 40 Ft. | As per PUD approval. | Residential Uses 8 Ft. Total Side Yards Not Less Than 20 Ft.[e] Other Allowed Uses 20 Ft. Total Side Yards Not Less Than 40 Ft. |
| **Minimum Side Yard (Corner Lot)** | 20 Ft. | 20 Ft. | 20 Ft. | 20 Ft. | 20 Ft. | 20 Ft. | 20 Ft.[f] | 20 Ft.[f] | 20 Ft.[f] | 20 Ft.[f] | 20 Ft.[f] | As per PUD approval. | 20 Ft.[f] |
| **Height** | Max. 35 Ft. or 2 Stories. Min 1 Story | Max. 35 Ft. or 2 Stories. Min. 1 Story | Max. 35 Ft. or 2 Stories. Min. 1 Story | Max. 35 Ft. or 2 Stories. Min. 1 Story | Max. 35 Ft. or 2 Stories. Min. 1 Story | Max. 35 Ft. or 2 Stories. Min. 1 Story | Max. 35 Ft. or 2 Stories. Min. 1 Story | Max. 35 Ft. or 2 Stories. Min. 1 Story | Max. 35 Ft. or 2 Stories. Min. 1 Story | Max. 35 Ft. or 2 Stories. Min. 1 Story | Max. 35 Ft. or 2 Stories. Min. 1 Story | Max. 35 Ft. or 2 Stories. Min. 1 Story | Max. 45 Ft. or 3 Stories. Min. 1 Story |
| **Minimum Ground Floor Area Per Residential Unit** | 1,000 Sq.Ft.[g] | 1,500 Sq.Ft.[h] | 1,500 Sq.Ft.[h] | 1,000 Sq.Ft.[g] | 1,500 Sq.Ft.[h] | 1,000 Sq.Ft.[g] | 1,000 Sq.Ft.[g] | 1,000 Sq.Ft.[g] | 1,000 Sq.Ft.[g] | 1,000 Sq.Ft.[g] | 900 Sq.Ft. (Ground Floor Not Less Than 600 Sq.Ft. With Total of 1,200 Sq.Ft. Min. For Stacked At-tached Units)[g] | 900 Sq.Ft. (Ground Floor Not Less Than 600 Sq.Ft. With Total of 1,200 Sq.Ft. Min. For Stacked Attached Units)[g] | 900 Sq.Ft. (Ground Floor Not Less Than 600 Sq.Ft. With Total of 1,200 Sq.Ft. Min. For Stacked At-tached Units)[g] |
| **Minimum Driveway Length Front Load** | 20 Ft. | 20 Ft. | 20 Ft. | 20 Ft. | 20 Ft. | 20 Ft. | 20 Ft. | 20 Ft. | 20 Ft. | 20 Ft. | 20 Ft. | 20 Ft. | 20 Ft. |
| **Driveway Length Alley/Rear Load** | 2 Ft.-4 Ft. or 20 Ft. Min. | 2 Ft.-4 Ft. or 20 Ft. Min. | 2Ft.-4 Ft. or 20 Ft. Min. | 2Ft.-4 Ft. or 20 Ft. Min. | 2Ft.-4 Ft. or 20 Ft. Min. | 2Ft.-4 Ft. or 20 Ft. Min. | 2Ft.-4 Ft. or 20 Ft. Min. | 2Ft.-4 Ft. or 20 Ft. Min. | 2Ft.-4 Ft. or 20 Ft. Min. | 2Ft.-4 Ft. or 20 Ft. Min. | 2Ft.-4 Ft. or 20 Ft. Min. | 2Ft.-4 Ft. or 20 Ft. Min. | 2Ft.-4 Ft. or 20 Ft. Min. |
| **Min. Area For PRD** | N/A | 10 Acre min. | 10 Acre min. | 10 Acre min. | 10 Acre min. | 10 Acre min. | 10 Acre min. | 10 Acre min. | 10 Acre min. | 10 Acre min. | 10 Acre min. | 10 Acre min. | 10 Acre min. |

Notes:

[a] For subdivisions located along a master planned major roadway or master planned trail, the City Council, following review and recommendation from the DRC and Planning Commission, may allow higher density, reduced lot size, reduced frontage, or other design considerations in lieu of payment to the developer for right-of-way and/or other improvements required by the Lehi City General Plan, Master Transportation Plan and/or Lehi City Design Standards and Public Improvements Specifications Manual (concept plan required).

[b] For subdivisions that are designed with curvilinear street layouts, or coving, or that incorporate traffic calming elements in their design, the City Council, following review and recommendation from the DRC and Planning Commission, may allow reduced frontage (concept plan required).

[d] 15 ft. for remodeling projects on single family dwellings not less than 2 years old.

[e] 6 ft. minimum with total side yards not less than 18 ft. for remodeling projects on single family dwellings not less than 2 years old.

[f] 20 ft. for remodeling projects on single family dwellings not less than 2 years old.

[g] 850 Sq. Ft. on two story single family detached unit with attached 2 car garage (garage not included in calculation of 850 Sq. Ft.) Must have a minimum of 1450 Sq. Ft. total finished floor area.

[h] 1,250 Sq. Ft. on two story single family detached unit with attached 2 car garage (garage not included in calculation of 1,250 Sq. Ft.) Must have a minimum of 1,750 Sq. Ft. total finished floor area. Dwellings existing prior to December 12, 2004 are considered a conforming use.

**Agenda Item No: 11**

# City Council Agenda Item Report

Meeting Date: February 28, 2023
Submitted By: Jacob Curtis
Submitting Department: Planning Division
Item Type: Ordinance
Agenda Section: Regular Agenda

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**Subject:**
Consideration of Ordinance #18-2023 a Development Code amendment to Chapter 12, updating standards for Bed and Breakfasts to correspond with the Table of Uses.

**Suggested Action:**

**Attachments:**

CC Staff Report Chapter 12 Development Code Amendment B&B 02.28.23.docx

Chapter 12 B&B Development Code Amendment DRC 01.18.23.docx

Ord 18-2023.docx

Ch 12 Development Code Amendment B&B 01.18.23.pdf

# CHAPTER 12- BED AND BREAKFAST STANDARDS DEVELOPMENT CODE AMENDMENT

## CITY COUNCIL REPORT

| | |
|---|---|
| **Applicant** | Lehi City |
| **Meeting Date** | February 28, 2023 |
| **Requested Action/Purpose** | Approval of a proposed amendment to the Lehi City Development Code |
| **Date of DRC Review** | January 18, 2023 |
| **Date of Planning Commission Review** | February 9, 2023 |

## REQUIRED ACTION

| | |
|---|---|
| **Planning Commission** | Review and recommendation |
| **City Council** | Final approval |

## APPLICABLE DEVELOPMENT CODE REGULATIONS

**Section 04.060. Criteria for Approval.**
No amendment to this Code, or the Zoning District Map(s), may be recommended for approval by the Commission nor approved by the City Council unless such amendment or conditions thereto are consistent with the General Plan. In considering a Code amendment, or Zoning District Map(s) amendment, the applicant shall identify, and the City Staff, DRC, Commission, and the City Council may consider the following factors, among others:

1. The effect of the proposed amendment on the character of the surrounding area;
2. Consistency with the goals and policies of the General Plan.
3. Consistency and Compatibility of the proposed zone with the General Plan land uses of nearby and adjoining properties.
4. The suitability of the properties for the uses requested and their suitability for the existing uses identified by the General Plan;
5. Whether a change in the uses allowed for the affected properties will unduly affect the uses, or proposed uses for nearby and adjoining properties;
6. The gain to the public health, safety and welfare from the existing classification to the proposed amendment; and
7. The overall community benefit of the proposed amendment.

## REPORT ANALYSIS

The applicant requests approval of a Development Code amendment to Chapter 12- Development Standards. The amendment seeks to make the standards for Bed and Breakfasts consistent with the proposed changes to the residential table of uses.

Specifically, the R-1-22 zone was included as a possible zone for Bed and Breakfasts to be approved as a conditional use. Before the proposed change, the Code allowed for them only in the A-5, A-1, and RA-1 zones. Typically, R-1-22 lots are larger than RA-1 due to the minimum lot size requirements. Staff feels that this amendment should have minimal impact and would make the Code more consistent overall. Because the use is conditional in residential zones, the Planning Commission would then have the ability to place reasonable conditions on potential issues such as hours of operation to mitigate nuisances.

The DRC reviewed the proposed amendment and had no comments.

## POSSIBLE MOTIONS AND FINDINGS

The City Council may approve or deny the proposed development code amendment. Any motion should include findings. Possible findings include:

1. The proposed Development Code amendment is/is not in conformance with the purposes, intent, and provisions of the General Plan and its various elements.
2. Additional findings based upon information presented during the public hearing.

## PLANNING COMMISSION RECOMMENDATION

The Planning Commission reviewed the proposed amendment on February 9, 2023. The minutes and motion from this meeting are as follows:

**3.4) Public hearing and recommendation of Lehi City's request for review of a Development Code amendment to Chapter 12, updating standards for Bed and Breakfasts to correspond with the Table of Uses.**
Katie Bussell presented information on the agenda item.

Commission chair Newall opened the public hearing.

Diedre Clark does not feel like this is necessary and will not fit into the designated zone.

Commissioner chair Newall closed the public hearing.

**Motion:** Commissioner Bunker moved to send a positive recommendation of **Lehi City's request for review of a Development Code amendment to Chapter 12, updating standards for Bed and Breakfasts to correspond with the Table of Uses;** including all DRC comments and findings stated in the report. Commissioner Eyre seconded.

**Vote:** Commissioner Everett, no; Commissioner Bunker, yes; Commissioner Eyre, yes; Commissioner Newall, yes; Commissioner Jackson, yes. The motion passed 4 – 1.

**Chapter 12 B&B Development Code Amendment**
**DRC Redline Comments**

*Lehi City- requests review of a Development Code amendment to Chapter 12, to make standards for Bed and Breakfasts consistent with the proposed changes to the residential table of uses.*

DRC Members Present: Glade Kirkham, Garion Rowett, Ryan Allred, Jacob Hernandez, Kim Struthers, Gary Smith, Ross Dinsdale, Trent Dyer, Luke Seegmiller, Jacob Curtis
Representatives of the Applicant Present: N/A
Date of Plans Reviewed: 1/5/23
Time Start: 1:31 pm
Time End: 1:32 pm

**DRC REDLINE COMMENTS:**
**Glade – Power: No comments**
**Garion – Fire: No comments**
**Ryan – Water/Sewer: No comments**
**Trent – Parks: No comments**
**Gary – Building/Inspections: No comments**
**Jacob – Public Works: No comments**
**Ross – Engineering: No comments**
**Luke- Traffic: No comments**
**Kim – Planning: No comments**

THIS ITEM WILL BE SCHEDULED FOR PLANNING COMMISSION ON FEBRUARY 9, 2023.

**Note: This list of corrections and deficiencies should not be considered as an all-inclusive or final list. The items listed need to be corrected and resolved and a new set of information submitted for review by the DRC. Further corrections and deficiencies may still be noted as the DRC further reviews the resubmitted information.**

**ORDINANCE NO: 18-2023**

**AN ORDINANCE AMENDING THE LEHI CITY DEVELOPMENT CODE CHAPTER 12**

WHEREAS, it has become necessary to amend Chapter 12 of the Lehi City Development Code, making the standards for Bed and Breakfasts consistent with the proposed changes to the residential table of uses; and

WHEREAS, this amendment seeks to clarify Chapter 12; and

WHEREAS, following a public hearing on February 9, 2023, the Lehi City Planning Commission reviewed the proposed revision and forwarded a positive recommendation to the City Council; and

WHEREAS, on February 28, 2023, the City Council held a duly noticed meeting to receive public comment and ascertain the facts regarding this matter, which facts and comments are found in the hearing record and which include the staff report, minutes from the Planning Commission meeting of February 9, 2023, and the positive recommendation of the Planning Commission; and,

WHEREAS, after considering the facts and comments presented to the Municipal Council, the Council finds: Chapter 12 of the Lehi City Development Code should be amended; and such action furthers the health, safety, and welfare of the citizens of Lehi.

NOW, THEREFORE, BE IT ORDAINED by the City Council of Lehi City, Utah as follows:

PART I:

Chapter 12 of the Lehi City Development Code is hereby amended.

PART II:

A. If a provision of this Ordinance -2023 conflicts with a provision of a previously adopted ordinance concerning the same title, chapter, and/or section number amended herein, the provision in this Ordinance shall prevail.

B. This ordinance and its various sections, clauses and paragraphs are hereby declared to be severable. If any part, sentence, clause or phrase is adjudged to be unconstitutional or invalid, the remainder shall not be affected thereby.

C. The City Council hereby directs that the official copy of the Lehi City Code be updated to reflect the provisions enacted by this Ordinance.

D. This Ordinance shall take effect immediately after being posted or published as required by law.

Approved and Adopted by the City Council of Lehi City this 28th day of February 2023.

ATTEST

| | |
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| _____ | _____ |
| Mark Johnson, Mayor | Teisha Wilson, City Recorder |

D. Approval Process. The Planning Commission shall have authority to approve a flag lot as a conditional use in accordance with the requirements of this Section and Chapter 9, Conditional Uses, of this Code. Requests for a flag lot are also subject to the subdivision requirements and approval process as per Chapter 11, Development Application Requirements, of this Code.

## Section 12.220. Model Homes.

*(Amended 01/13/15; 1/16/18)*

Model homes may be allowed pursuant to the following criteria:

A. Model homes will be permitted in all residential zones for the marketing of lots or structures in the subdivision in which they are located.

B. Model homes shall be converted to residential dwellings when the corresponding subdivision becomes 80% developed or has been occupied as a model home for three years, whichever comes first.

C. Adequate off-street parking shall be provided.

D. Hours of operation shall be noted by the applicant, and subsequently approved in accordance with the provisions of this Code.

E. A model home may not be used as a general real estate office, construction management office, or an off-site sales office.

F. The number of model homes per subdivision will be reviewed on a site specific, case-by-case basis. Under no circumstances shall the number of model homes in a particular subdivision exceed the ratio of one model home for every ten houses contemplated by the corresponding recorded plat.

## Section 12.230. Bed and Breakfast Inns.

*(New 03.31.20)*

Bed and breakfast inns are allowed as a commercial use in commercial zones and as a conditional use in the A-5, A-1, R-1-22, and RA-1 zones. They must comply with the following criteria:

A. No bed and breakfast shall be located within 600 feet of an elementary, middle, or junior high school measured from the nearest entrance of the hotel or motel by following the shortest route of ordinary pedestrian travel to the property boundary of the school.

B. Building shall be of a historical nature; or if a new build, the building shall contain architectural features and design reflective of the Pioneer, Victorian, Early Twentieth Century, Period Revival, Early Modern, or Post-War Modern as defined by the Utah Heritage foundation. Different architectural styles can be approved by Planning Commission that are consistent with the vision for the area.

C. The owner or an employee needs to be present at all times on the premise.

D. Each bed and breakfast establishment shall have a sign of sufficient size as to be visible from the street. The sign shall be consistent with the architectural style of the establishment.

E. Every bed and breakfast establishment shall have a current business license; and comply with all other necessary City, State, and Fire Code requirements.

## Section 12.240. Short Term Rentals.

*(New 03.31.20)*

Short Term Rentals (STRs) are an allowed use within all residential zones as long as they meet the following criteria:

A. No STR shall be located within 600 feet of an elementary, middle or junior high school measured from the nearest entrance of the STR by following the shortest route of ordinary pedestrian travel to the property boundary of the school.

B. The home shall be the primary residence of the applicant. Primary residency will be shown by providing the following documentation at the time of application and annually thereafter at the time of business license is renewal.

1. The applicant's most recent state and federal tax returns both listing the property as the applicant's primary residence; and

2. A government issued ID with the address of the applicant listed.

C. The owner, employee, or someone the owner designates as a point of contact shall be able to respond to all calls within one hour while the property is being rented.

D. The number of short-term renters shall be no more than 10 individuals, or as limited by off-street parking availability, whichever is less.