Lehi City Council Meeting
Agenda
January 28, 2025

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

Tour of City Hall/Library Building, 4:00 p.m.

Pre-Council, 5:30 p.m.

1. Welcome and Opening Comment

2. Hearing to consider whether to revoke the Business License for Corner Shop.

3. Presentations and Reports

   3.1. Presentation on the City's Financial Audit- Dana Howell

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

5. Administrative Report

6. Mayor and Council Reports
   Calendar items and outside Committee reports

7. Consideration of holding a Closed Session to discuss pending or reasonably imminent litigation and to discuss the purchase, exchange or lease of real property.

Regular Session, 7:00 p.m.

1. Welcome, Roll Call, Pledge of Allegiance

2. 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.)

3. Presentations and Reports

   3.1. Presentation and Public Input on priorities for the Community Development Block Program (CDBG)- Claudia Saldana, Mountainland Association of Governments (MAG).

magutah.gov/lehicdbg

4. Consent Agenda

4.1. Approve Purchase Orders
PO Index.pdf
PO #7943.pdf
Boat Ramp PO.pdf

Regular Agenda

5. Consideration of Resolution #2025-07 approving an agreement with LRB Public Finance Advisors for a Pressurized Irrigation Rate Study.
Petitioner: Lehi City
Resolution-Approval of Pressurized Irrigation Rate Study Agreement (LRB).docx
Agreement-Template for Professional Services - PI Rate Study (ryan's redlines).docx

6. Consideration of Ordinance #03-2025 approval of the Cardenas Zone Change on 0.16 acres located at 610 East State Street changing the zoning from R-2 to Commercial.
Petitioner: Nelly Cardenas
CC Staff Report Cardenas Zone Change 01.28.25.docx
Cardenas Zone Change DRC 12.11.24.docx
Ordinance - Cardenas Zone Change 01.28.25.docx
Cardenas narrative.pdf
Cardenas Zone Change DRC 12.11.24.pdf
Cardenas Aerial.pdf
Cardenas GP.pdf
Cardenas Zoning.pdf

7. Consideration of Ordinance #04-2025 the Garden Park Zone Change on 1.29 acres located at 515 South 100 West changing the zoning from A-1 to R-1-Flex.
Petitioner: Adam Albrecht
CC Staff Report Garden Park Zone Change 01.28.25.docx
Garden Park Zone change DRC 12.18.24.docx
Ordinance - Garden Park Zone Change 01.28.25.docx
Garden Park narrative.pdf
Garden Park Updated Zone Change DRC 12.18.24.pdf
Garden Park Aerial.pdf
Garden Park GP.pdf
Garden Park Zoning.pdf

8. Consideration of Preliminary Subdivision approval for the Holbrook Place Phase 12, a 14-lot single-family subdivision located at approximately 3600 West Turpin Lane.
Petitioner: Ivory Development

CC Staff Report Holbrook Place Phase 12 Preliminary Subdivision 01.28.25.docx
Holbrook Place Phase 12 DRC 11.20.24.docx
Holbrook Place Phase 12 narrative.pdf
Holbrook Place Phase 12 Preliminary - Civil 11.20.24.pdf
Aerial map.pdf
General Plan Map.pdf
Zoning map.pdf

9. Consideration of Ordinance #05-2025 a Development Code Amendment to Chapter 12, to update standards regarding barbed wire fencing.
   Petitioner: Lehi City
   CC Staff Report Barb Wire Dev Code Amendment 01.28.25.docx
   Barbed Wire Fencing DCA Ch. 12 DRC 12.18.24.docx
   Ordinance -Chapter 12 Barbed Wire Fencing 1.28.25.docx
   Barb Wire Fencing Code Amendment.pdf

10. 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: 3.1

City Council Agenda Item Report

Meeting Date: January 28, 2025
Submitted By: Teisha WIlson
Submitting Department:
Item Type: Presentation
Agenda Section: Presentations and Reports

Subject:
Presentation on the City's Financial Audit- Dana Howell

Suggested Action:

Attachments:

Agenda Item No: 3.1

City Council Agenda Item Report

Meeting Date: January 28, 2025
Submitted By: Teisha WIlson
Submitting Department:
Item Type: Presentation
Agenda Section: Presentations and Reports

Subject:

Presentation and Public Input on priorities for the Community Development Block Program (CDBG)- Claudia Saldana, Mountainland Association of Governments (MAG).
magutah.gov/lehicdbg

Suggested Action:

Attachments:

Agenda Item No: 4.1

City Council Agenda Item Report

Meeting Date: January 28, 2025
Submitted By: Teisha WIlson
Submitting Department:
Item Type: Action Item
Agenda Section: Consent Agenda

Subject:
Approve Purchase Orders

Suggested Action:

Attachments:

PO Index.pdf

PO #7943.pdf

Boat Ramp PO.pdf

LEHI CITY
CITY COUNCIL AGENDA
January 28, 2025

Consent Agenda: Approval of Purchase Orders

INFORMATION:

Company	Description	P O Amount	Budget Balance (before PO)
Rayd Inc	Salix Boat Ramp	$209,876.00	$2,468,179.00

PURCHASE ORDER

LEHI CITY CORPORATION

153 NORTH 100 EAST
LEHI UT 84043

THIS ORDER NUMBER MUST APPEAR ON YOUR INVOICE

7943

5531

ISSUED TO: RAYD INC.
P.O. BOX 877

SALEM UT 84653

SHIP TO: LEHI CITY CORPORATION
153 NORTH 100 EAST
LEHI UT 84043

PURCHASE ORDER DATE: 01/15/2025

DEPARTMENT:

QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL	GL ACCOUNT
1.00	SALIX BOAT RAMP	209,876.00	209,876.00	47-70-70-186

Comments/Notes

TOTAL 209,876.00

Authorized By:

smarchbanks@city-owned.lehi-ut.gov

Digitally signed by smarchbanks@city-owned.lehi-ut.gov
DN: C=US, S=Utah, L=Lehi, OU=IT, O=Lehi City Corporation, CN=smarchbanks@city-owned.lehi-ut.gov
Date: 2025.01.15 16:20:28-07'00'

Department Head

City Council Approval Date *

* City Council approval required if greater than $125,000

Mayor or City Administrator

Lehi City Purchase Requisition Request

Supplier	**Name**	RAYD INC		**Vendor #**	5531
	Street	PO BOX 877		**Date**	1/15/2025
	City	SALEM	**State**		UT
	Zip	84653	**Phone**		801-372-5753

Stephen Marchbanks

PARKS — **Requesting Department**

47-70-70-186 — **Dept. Account No.**

Department Head Signature

Quantity	Unit	Materials and Description	Price	Total
1	1	SALIX BOAT RAMP	$209,876.00	$209,876.00
		Total	$209,876.00	$209,876.00

Justification:	**Price Determination**	
The price determination is a Sole Source due to the nature of the project in the Jordan River andw orking directly eith multiple state agencies for permitting approval. They are the preferred contractor who has worked on the same type of project along the Jordan River in SL County. We do have a grant to reimburse $97,850 of the project costs.	**Verbal Quote**	
	Informal Bid	
	Written Bid	✓
	State Bid	
	Other	

Signature: Stephen Marchbanks
Stephen Marchbanks (Jan 15, 2025 08:38 MST)

Email: smarchbanks@lehi-ut.gov

COST PROPOSAL JRT LEHI BOAT RAMP

801-372-5753
raydinc@yahoo.com

p.o. box 877
Salem, UT 84653

Attention: Lehi City Office & Sandy Davenport, P.L.A.
Lehi City
153 N 100 E,
Lehi City, Utah 84043
Date: 7/20/2024

Project Title: Jordan River Water Trail Lehi Boat Ramp Project.

Project Description: Installing new concrete boat ramp & fishing access platform to provide access to existing river. Scope of work includes; mobilization, clearing & grubbing, site survey, excavation, dewatering system, installing boat ramp & fishing access platform with rock stabilization & boulders, metal railing, new signage, & plant material w/seeding

Reference: Drawing/ Specification.
Terms: 30 Days

Description Item #1	Quantity	Unit Price	Cost
Boat Ramp & Fishing Platform Project lump sum	1	$ 209,876	$ 209,876
		Subtotal	$ 209,876
		0.00%	$ 0
		0.00%	$ 0
		Total	$ 209,876

Thank you for your business. It's a pleasure to work with you on your project



Sincerely yours,

Jared Jensen

Agenda Item No: 5

City Council Agenda Item Report

Meeting Date: January 28, 2025
Submitted By: Teisha WIlson
Submitting Department:
Item Type: Resolution
Agenda Section: Regular Agenda

Subject:
Consideration of Resolution #2025-07 approving an agreement with LRB Public Finance Advisors for a Pressurized Irrigation Rate Study.

Suggested Action:

Attachments:

Resolution-Approval of Pressurized Irrigation Rate Study Agreement (LRB).docx

Agreement-Template for Professional Services - PI Rate Study (ryan's redlines).docx

LEHI CITY

RESOLUTION NO. 2025-__

A RESOLUTION OF THE LEHI CITY COUNCIL APPROVING AN AGREEMENT WITH LRB PUBLIC FINANCE ADVISORS FOR A PRESSURIZED IRRIGATION RATE STUDY

WHEREAS, City desires to contract for the research of the city's pressurized irrigation schedule, design a metered rate structure, and implementation of a schedule for billing, and;

WHEREAS, the City selected LRB Public Finance Advisors' proposal as the lowest responsive and responsible proposal; and

WHEREAS, on January 28, 2025, the Lehi 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 an Agreement with LRB Public Finance Advisors; 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 between Lehi City and LRB Public Finance Advisors attached hereto as Exhibit "A" is hereby approved and the Mayor is authorized to execute the Agreement and take all other such action 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 January, 2025.

LEHI CITY

_____

Mark Johnson, Mayor

ATTEST

_____

Teisha Wilson, City Recorder

EXHIBIT “A”

AGREEMENT FOR PRESSURIZED IRRIGATION RATE STUDY

THIS AGREEMENT FOR THE PRESSURIZED IRRIGATION RATE STUDY ("Agreement") is made and entered into and effective as of the date the last party signs below ("Effective Date") by and between Lehi City, 153 North 100 East, Lehi, Utah 84043 ("City") and LRB Public Finance Advisors, whose principal place of business is located at 41 N. Rio Grande, Suite 101, Salt Lake City, UT 84101 ("Contractor").

WHEREAS, City desires to contract for the research of the city's pressurized irrigation schedule, design a metered rate structure, and implementation of a schedule for billing (the "Work"); and

WHEREAS, City issued RFP 2024-7 and Contractor submitted a Response to RFP 2024-7 which City determined to be the lowest responsive and most responsible proposal/bid and the City desires to contract with Contractor to perform the Work;

NOW, THEREFORE, in consideration of the premises, the 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, City and Contractor agree as follows:

1. Scope of Work. City hereby hires Contractor and Contractor agrees to be bound to the City to perform the Work as described in RFP 2024-7 and Contractor's Response to RFP 2024-7 dated July 19, 2024, both attached hereto as Exhibit A, and referred to as the "Contract Documents" and by this reference are incorporated herein and made a part of this Agreement.

2. Term. The Work shall commence on the Effective Date and shall be completed on or before 12/31/2026. This agreement may be extended by the City up to two additional two-year terms if, prior to 90 days of the end of the then current term, the City gives written notice to Contractor of its intent to extend the then current term of the Agreement.

3. Payment. City shall pay the Contractor monthly upon invoice.

4. Changes in Performance. All changes in performance of this Agreement 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. Contractor shall not be entitled to any additional consideration for changes in performance which were not authorized as contemplated by this section, nor for the correction of any mistakes attributable in any way to Contractor, or its employees, agents, subcontractors, independent contractors, and the like.

5. Withholding Payment for Defective Performance. The City may withhold or, on account of subsequently discovered evidence, nullify the whole or part of any of the Payment to the extent that the City reasonably determines such withholding is necessary to protect itself from loss or liability on the account of defective or incomplete performance by Contractor,

including but not limited to defective goods or services not remedied, or any other failure to comply with the terms and conditions of this Agreement.

6. Termination. The City may terminate this Agreement at any time if, in the sole discretion of the City, Contractor's performance under this Agreement is unsatisfactory, Contractor fails to perform its duties and obligations required by this Agreement with diligence or within the time specified herein, or Contractor has otherwise materially breached this Agreement.

6.1 Before terminating this Agreement if Contractor's performance is unsatisfactory, the City shall first provide written notice to Contractor of the City's intention to terminate this Agreement. The notice of termination must be provided by City to Contractor at least seven (7) calendar days prior to termination. After receiving such notice of termination from City, Contractor shall have the next five (5) working days in which to cure any deficiency noted by the City. If Contractor adequately cures any such deficiency to the sole satisfaction of the City, this Agreement shall continue. However, in the event Contractor fails to adequately cure any such deficiency, this Agreement shall terminate and Contractor shall be liable for any resulting damages associated with the 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.

6.2 The City may, in its sole discretion, terminate, suspend, or abandon this Agreement without cause at any time by providing written notice to Contractor of the City's intention to terminate this Agreement without cause. The notice of termination shall be provided by the City to Contractor at least seven (7) calendar days prior to termination.

6.3 Any Work which Contractor has completed or performed prior to the date of any termination, suspension, or abandonment shall be recorded and tangible work documents shall be transferred to, and become the sole property of, the City. If the City has terminated this Agreement without cause, then subsequently requests Contractor to recommence its performance of the Work after more than three (3) months from the date of termination, the consideration payment amount shall be subject to renegotiation at the request of either party hereto.

If City terminates this Agreement without cause, Contractor shall be paid a pro rata portion of the Payment for the reasonable value of the Work that Contractor has completed or performed prior to the date of termination.

6.4 If the Lehi City Council decides not to appropriate a sufficient amount to fund the consideration payment, this Agreement shall be void and of no further force or effect. In the event of such non-appropriation of resources, the City shall be relieved of all of its obligations contemplated by this Agreement, including but not limited to the Payment. In the event of such non-appropriation of resources, Contractor shall be

entitled to payment for all services performed prior to being notified of the non-appropriation event.

7. Taxes.

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

8. Indemnification and Insurance.

8.1 Contractor 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, Contractor shall indemnify, defend, 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 Contractor'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 Contractor, or its employees, agents, subcontractors, independent contractors, and the like, or anyone directly or indirectly employed by Contractor or any subcontractor, or any party for whose acts Contractor 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 Contractor, 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, the indemnification obligation under this paragraph shall not be limited in any way by the amount or types of damages, compensations, or benefits payable by or for Contractor, or any subcontractor, worker's compensation acts, disability benefit acts, or other employee benefit acts.

8.2 Contractor, 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.

8.3 Contractor, 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 $3,000,000 per occurrence and $3,000,000 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.

8.4 Contractor, at its own expense, shall maintain automobile liability insurance with bodily injury and death limits of at least $2,000,000 each accident. Such benefits and coverage shall not be deemed to limit Contractor's liability under this Agreement. It is intended by this Section 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, Contractor must maintain automobile liability insurance in amounts satisfying applicable Utah law.

8.5 Contractor, at its own expense, shall maintain Contractors Professional Liability (Errors & Omissions) Insurance: Professional Liability Insurance for Contractor's liability arising out of the rending of professional services, including faulty workmanship, or any other professional service, including construction management and design related work, with limits not less than $1,000,000 per occurrence and $1,000,000 aggregate. The professional liability/errors and omissions insurance required by this Section 8.5 must be project specific with a one-year extended reporting period. Contractor shall, likewise, require its subcontractors, if any, to provide for such benefits and to maintain such insurance at no expense to the City.

8.6 Before commencing the Work, and at any time thereafter upon written request by the City, Contractor 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. The City reserves the right to require complete, certified copies of all required insurance policies, with all endorsements, at any time.

8.7 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 Contractor in the performance of this Agreement, or that of its employees, agents, subcontractors, independent contractors, and the like. Any certificate 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, Contractor shall maintain any insurance required by this Agreement until after the Work has been fully performed by Contractor, and subsequently approved and accepted by the City. Contractor 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.

9. Performance and Warranty Bonds or Letters of Credit.

9.1 Prior to commencing work on the Scope of Service, Contractor must provide the City with a performance bond in the amount of the Payment. The completed performance bond is attached hereto as Exhibit B. In the event that Contractor fails to provide a performance bond within 10 days of the Effective Date, this Agreement shall be void.

9.2 The purpose of the performance bond is to guarantee the proper completion by Contractor of the Work as contemplated by this Agreement.

10. Representations and Warranties.

10.1 Each party represents that:

10.1.1. Its signatory has the authority to the party to this Agreement.

10.1.2 It has not sold, assigned, or otherwise transferred any interest in the claims or subject matter contemplated by this Agreement.

10.2 Contractor represents and warrants that:

10.2.1. Contractor 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.

10.2.2. Contractor warrants the workmanship, materials, proper functioning, and manner of the Work contemplated by this Agreement for the entire Warranty Period. In the event that any portion of the Work does not remain in good and operating condition (in the sole judgment of the City) during the Warranty Period (ordinary wear and tear excepted), Contractor, at its own expense, shall immediately perform all necessary repairs and replacements to maintain such inadequate Work in good and operating condition (to the City's sole satisfaction). Should any portion of the Work imminently jeopardize the health and safety of the City, or any other individual, the City may perform any necessary repairs and replacements (or arrange for a third party to perform such services) at Contractor's expense – to be paid by Contractor within thirty (30) days of receiving a notice of indebtedness from the City.

10.2.3. Contractor shall perform its obligations required by this Agreement in a manner consistent with applicable professional

and technical standards for Work 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. Contractor shall correct any defect in its performance at no additional cost to the City. Upon request by the City, Contractor 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. Contractor 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

10.3 Contractor'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.

11. Confidentiality. 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.

Notwithstanding the above, Contractor agrees that, except as directed by the City, Contractor 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, Contractor shall turn over to the City all documents, papers, and other matter, including copies thereof, which are in Contractor's possession or control, and which are designated "confidential" or "private." Contractor further agrees to bind its employees and any sub-contractors to the terms and conditions of this Section 11.

12. Authority. Each individual signing this Agreement warrants and represents that he or she has been authorized by appropriate action of the party which he or she represents and has authority to enter into this Agreement on behalf of the party.

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:	To Contractor:
Lehi City Corporation	LRB Public Finance Advisors
Attn: Dean Lundell	Attn: Fred Philpot

153 North 100 East
Lehi, Utah 84043

41 N. Rio Grande, Suite 101
Salt Lake City, Utah 84101

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.

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 the prevailing party in connection with the suit, both before and after the 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, and assignees.

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

18. Amendments. This Agreement may not be modified, amended, or terminated, except by an instrument in writing.

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

20. Force Majeure. Neither party shall 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, governmental acts or omissions, laws or regulations, labor strikes or difficulties, pandemics, 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.

21. 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.

22. Governing Law. This Agreement shall be construed in accordance with the laws of the State of Utah.

23. 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 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.

Dated the _____ day of _____, 2025.

LRB Public Finance Advisors

_____
By:
Its:

STATE OF UTAH)
: ss.
COUNTY OF UTAH)

On this _____ day of _____, 2025, 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 _____ of LRB Public Finance Advisors and that said document was signed by him/her in behalf of said LLC 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 _____, 2025.

Lehi City Corporation

_____
Mayor Mark Johnson

Attest:

_____
Teisha, Wilson, City Recorder

EXHIBIT A – Contract Documents

EXHIBIT B – Performance Bond and Payment Bond

EXHIBIT C – Warrant Bond

Agenda Item No: 6

City Council Agenda Item Report

Meeting Date: January 28, 2025
Submitted By: Jacob Curtis
Submitting Department: Planning Division
Item Type: Ordinance
Agenda Section: Regular Agenda

Subject:
Consideration of Ordinance #03-2025 approval of the Cardenas Zone Change on 0.16 acres located at 610 East State Street changing the zoning from R-2 to Commercial.

Suggested Action:

Attachments:

CC Staff Report Cardenas Zone Change 01.28.25.docx

Cardenas Zone Change DRC 12.11.24.docx

Ordinance - Cardenas Zone Change 01.28.25.docx

Cardenas narrative.pdf

Cardenas Zone Change DRC 12.11.24.pdf

Cardenas Aerial.pdf

Cardenas GP.pdf

Cardenas Zoning.pdf

CARDENAS ZONE CHANGE
CITY COUNCIL REPORT

Applicant	Nelly Cardenas		
Meeting Date	January 28, 2025		
Requested Action/Purpose	Approval of a proposed zone change		
Location	610 East State Street		
Project Area	0.16 acres		
Existing Zoning	R-2		
Proposed Zoning	C (Commercial)		
Existing General Plan Land Use Designation	C		
Adjacent Zoning and Land Use	*North*	MU	State Street
	South	MU	Harding Shops
	East	MU	Dollar Tree
	West	R-2	Single family residential
Date of DRC Review	December 11, 2024		
Date of Planning Commission Review	January 9, 2025		
Assigned Planner	Jacob Curtis		

REQUIRED ACTION

Planning Commission	Review and recommendation
City Council	Final approval

APPLICABLE GENERAL PLAN GOALS AND POLICIES

COMMERCIAL (C)

The Commercial (C) land use classification is to provide controlled and compatible locations for retail, office, business, and other commercial activities. The classification is intended to enhance employment opportunities, encourage the efficient use of land, enhance property values and the City tax base, and ensure high quality design and function of commercial areas. The Commercial classification may typically include retail sales and services, offices and institutional uses.

APPLICABLE DEVELOPMENT CODE REGULATIONS

Section 04.060 Criteria for Approval, of the Lehi City Development Code, the Planning Commission should consider the following factors, among others, when reviewing a zone amendment:

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.

PROPERTY HISTORY

June 15, 1872- This property was incorporated with the original boundaries of Lehi City.

REPORT ANALYSIS

The applicant is seeking approval of a proposed zone change from R-2 to Commercial on 0.16 acres located at 610 East State Street. This will allow the property owner to explore future redevelopment opportunities. This zone change request is in line with the City's General Plan designation for the property. This change is consistent with the surrounding area as well, which has a mix of residential and commercial uses.

There were two technical DRC comments on the proposed zone change that included the following:

1. Record a 15' PUE&RCE along the State Street frontage
2. Recommend working on a boundary line agreement with neighbor to the west. (overlap in parcels)

Please consider the DRC comments in the motion.

POSSIBLE MOTIONS AND FINDINGS

The City Council may move to approve or deny the proposed zone change. Any motion should include findings. Possible findings include:

1. The proposed zone change is/is not consistent with the goals and policies of the General Plan.
2. The proposed change is/is not consistent and compatible with the General Plan land uses of nearby and adjoining properties.
3. The proposed change will/will not unduly affect the uses, or proposed uses for nearby and adjoining properties.

PLANNING COMMISSION RECOMMENDATION

The Planning Commission reviewed the proposed zone change on January 9, 2025. The minutes and motion from this meeting are as follows:

3.1) Public hearing and recommendation of Nelly Cardenas' request for review of the Cardenas zone change on 0.16 acres located at 610 East State Street changing the zoning from R-2 (medium density residential) to Commercial.

Jacob Curtis presented the item. The zone change aligns with the general plan for the city.

Commissioner Jones expressed concern about the change to commercial zoning when it is surrounded by mixed-use zoning that may be used residentially. Curtis explained that regardless of the zoning change, there will not be residential density in the area.

The applicant, Mr. Cardenas, was present. He stated that the zoning change would help his accounting business.

Commissioner Everett opened and closed public comment.

Motion: Commissioner Roberts moved to give a positive recommendation to the city council, finding that the zone change is consistent with the goals and policies of the general plan and that it is compatible with the proposed zone change in the general plan. He included all DRC comments.

Vote: Commissioner Everett, yes. Commissioner Eyre, yes. Commissioner Kunze, yes. Commissioner Jones, yes. Commissioner Roberts, yes.

Motion passed unanimously.

Cardenas Residential Zone Change
DRC Redline Comments

Nelly Cardenas- requests review of the Cardenas zone change on 0.16 acres located at 610 East State Street changing the zoning from R-2 to Commercial.

DRC Members Present: Glade Kirkham, Garion Rowett, Ryan Allred, Shelbey Brewer, Kim Struthers, Gary Smith, Gary Ellis, James Farnsworth
Assigned Planner: Jacob Curtis
Representatives of the Applicant Present: N/A
Date of Plans Reviewed: 11/26/24
Time Start: 1:10
Time End: 1:10

DRC REDLINE COMMENTS:
Glade – Power:
1. Record a 15' PUE&RCE along the State Street frontage

Garion – Fire: No comments
Ryan – Water/Sewer: No comments
James – Parks: No comments
Gary S.– Building/Inspections: No comments
Shelbey– Public Works: No comments
Gary E. – Engineering: No comments
Kim – Planning:
2. Recommend working on a boundary line agreement with neighbor to the west. (overlap in parcels)

THIS ITEM WILL BE SCHEDULED FOR PLANNING COMMISSION ON JANUARY 9TH.

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: 2025-__

AN ORDINANCE APPROVING A ZONE DISTRICT DESIGNATION AMENDMENT AND ZONING DISTRICT MAP AMENDMENT LOCATED AT 610 EAST STATE STREET

WHEREAS, Nelly Cardenas, applicant for property located at 610 East State Street and further described by the legal description attached as Exhibit "A", has applied for an amendment to the Zone District and Zoning District Map; and

WHEREAS, the applicant seeks to have said parcel designated as C (Commercial); and

WHEREAS, following a public hearing on January 9, 2025, the Lehi City Planning Commission reviewed the proposed Zoning District Designation and Zoning District Map amendment and forwarded it to the City Council to decide on the proposed amendment; and

WHEREAS, on January 28, 2025, the Lehi 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 January 9, 2025; and

WHEREAS, after considering the facts and comments presented to the Municipal Council, the Council finds: (i) the request for a Zone District Designation amendment and Zoning District amendment is consistent with the Lehi City General Plan Land Use Map adopted by the Lehi City Council on January 25, 2022 (and as subsequently amended); and (ii) 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 Zone District Designation and the Zoning District Map of the property described on Exhibit "A" are hereby amended to Commercial.

PART II:

A. If a provision of this Ordinance -2025 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 section, 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 January 2025.

ATTEST

_____	_____
Mark Johnson, Mayor	Teisha Wilson, City Recorder

EXHIBIT “A”

CARDENAS ZONE CHANGE

12:049:0054- Taxing Description: COM N 660.76 FT & W 36.44 FT FR S 1/4 COR. SEC. 9, T5S, R1E, SLB&M.; N 1 DEG 26' 0" W 116 FT; S 62 DEG 42' 0" E 87.01 FT; S 0 DEG 29' 31" E .87 FT; S 0 DEG 29' 31" E 71.86 FT; S 89 DEG 59' 59" W 72.15 FT; S 2 DEG 15' 0" E 1.9 FT; W 3.22 FT TO BEG. AREA 0.162 AC.

December 12th, 2024

Dear Lehi City Planning and Zoning Department,

I am writing to formally request a zoning change for my property located at 610 E State Street, Ut 84043. Currently the property is zoned as residential. The reason for this request is driven mainly by the property location and the potential for economic growth. I believe that this change will not only benefit the local economy but also enhance the neighborhood by providing positive impacts such as job creation, increased property value, or improved infrastructure.

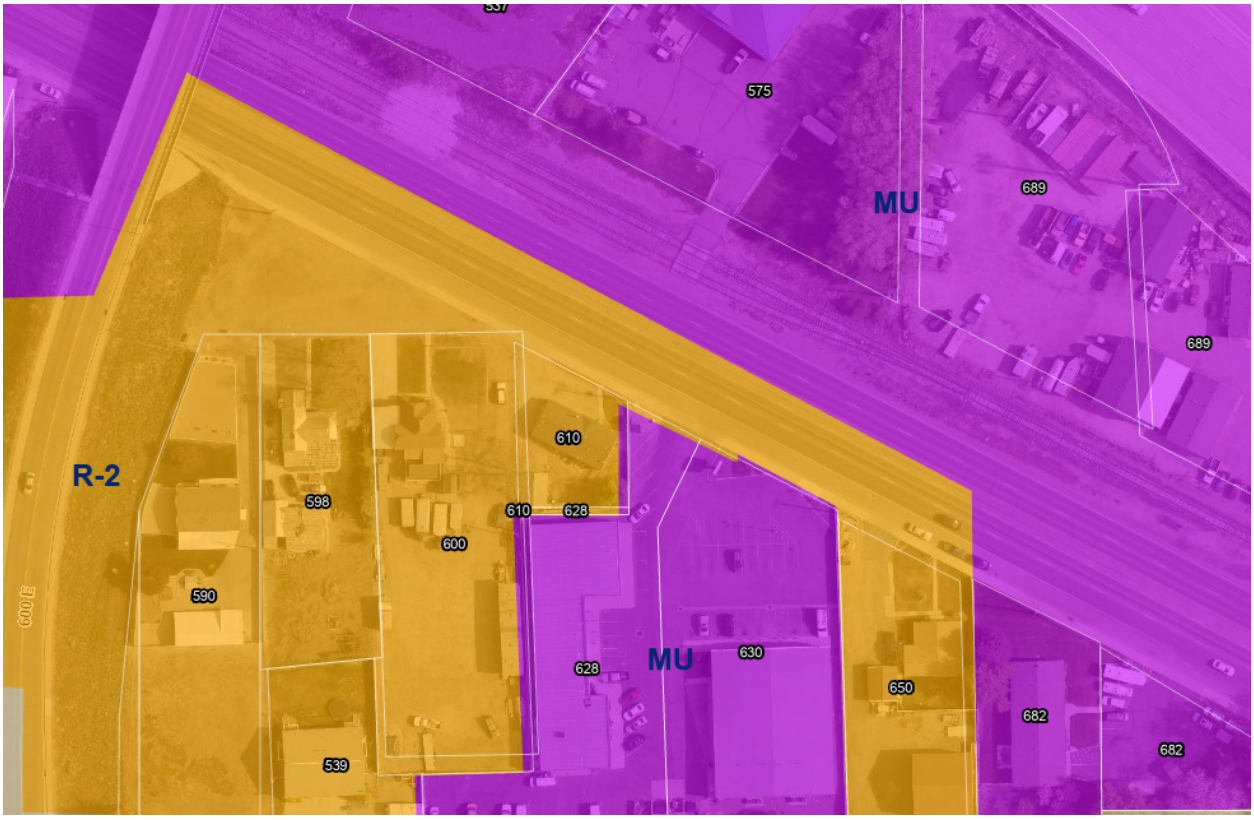
The zoning change also supports Lehi's general plan by fostering balanced growth and encouraging the efficient use of land in areas suitable for commercial development.

I am confident that this change will be a positive step for the property, the surrounding neighborhood, and the city.

I kindly request an opportunity to discuss this matter further with the appropriate city officials. Please let me know if there are additional documents or steps required to proceed with this request.

Sincerely,

Yesika Cardenas



Current Zoning

EST 1852
LEHI CITY
PIONEERING UTAH'S FUTURE

APPLICATION FOR ZONING MAP AMENDMENT

(Section 04-050 - 04-070 Lehi City Development Code)

For Office Use Only

File #:_____ Application Date:_____ Receipt #:_____ Planner:_____

Fee: $400

Name of Applicant Nelly Cardenas Authorized Agent (if applicable): _____

Address: 741 W 2450 N City: lehi State: UT Zip: 84043

Phone#: 3857696117 Cell#:_____ Email: neycardenas@hotmail.com

Name of Owner(s) (if other than applicant): _____

(if more than one owner, attach additional information for each owner to this application)

Address: _____ City: _____ State:_____ Zip: _____

Phone#: _____ Cell#:_____ Email: _____

Owner's Signature of Authorization to file: _____

(if more than one owner, attach the signature of each owner to this application)

Address of Proposed Amendment: 610 E state street Acres included Amendment: 0.16

Current Zone District Assignment: R2 Proposed Zone District Assignment: commercial

Is the amendment consistent with the General Plan? Yes X No_____

APPLICATION SUBMITTAL PROCEDURES

(1) _____ The applicant shall contact a member of the Planning Staff before submitting plans electronically.

(2) _____ The applicant shall create an account and submit all required information electronically through the following link https://www.lehi-ut.gov/government/public-meetings/planning/applications/ (Agency Code Leh02), including:

(a) _____ the completed application and all other required information from the checklist outlined below.

(3) _____ **Staff will then review the submittal and send out an email with a link for the payment of fees.**

(4) _____ The applicant shall provide stamped, addressed #10 business envelopes for all property owners within 300 feet, including a mailing list.

The names and addresses for the most recently available Utah County tax assessment records can be found by using the following link https://maps.utahcounty.gov/PropertyNotification/PropertyNotification.htm. It shall be the sole responsibility of the applicant to verify that the mailing list and envelopes are complete and accurate.

The deadline for submittal for the meeting of the Reviewing Departments is 5:00 pm on Tuesday for review the following week on Wednesday. All fees need to be paid by noon on Wednesday (a week before the meeting). ***It is the applicant's responsibility to call and confirm their scheduled DRC time.***

APPLICATION SUBMITTAL REQUIREMENTS

Please read the applicable sections of the Lehi City Development Code in detail before submitting any type of project application. Attach to the application all necessary documentation as per the following Checklist. Missing information may be cause for denial of application.

The following items, at a minimum, shall be included with the application for any Zoning Map Amendment:

APPLICANT(S) CERTIFICATION

I (we) certify under penalty of perjury that this application and all information submitted as a part of this application is true, complete and accurate to the best of my knowledge. Should any of the information or representations submitted in connection with this application be incorrect or untrue, I (we) understand that Lehi City may rescind any approval or take any other legal or appropriate action. I (we) also acknowledge that I (we) have reviewed the applicable sections of the Lehi City Development Code and that items and checklists contained in this application are basic and minimum requirements only and that other requirements may be imposed that are unique to individual projects or uses. I (we) also agree to allow the Staff, Planning Commission, or City Council or appointed agent(s) of the City to enter the subject property to make any necessary inspections thereof. I (we) also acknowledge that I (we) understand the water rights conveyance requirements for Zoning Map Amendments contained in Section 27-040 of the Lehi City Development Code.

Applicant's Signature_____ Title_____ Date_____

Owner's Signature (if not the applicant)_____ Date 12/04/24

(If the proposed Zoning Map Amendment involves more than one property owner, please include the signatures of each owner)

Name_____ Phone_____ Tax I.D./Parcel # (s)_____

Current Zone District Assignment_____ Proposed Zone District Assignment_____

Address_____ Signature_____

Name_____ Phone_____ Tax I.D./Parcel # (s)_____

Current Zone District Assignment_____ Proposed Zone District Assignment_____

Address_____ Signature_____

Each owner and signer for himself says: I have personally signed this Application; I am aware of the requested Zoning Amendment and understand the terms and conditions of this Application; I am an owner of a portion of the property above mentioned and located at or near Lehi, Utah County, State of Utah, and my post office address is correctly written after my name. (attach additional sheets as necessary)

Please Note:

Attendance at Planning Commission & City Council meetings is <u>required</u> by the applicant or a representative. It is the applicant's responsibility to call for meeting dates and times. Fee payment is required at time of application submittal.

December 12th, 2024

Dear Lehi City Planning and Zoning Department,

I am writing to formally request a zoning change for my property located at 610 E State Street, Ut 84043. Currently the property is zoned as residential. The reason for this request is driven mainly by the property location and the potential for economic growth. I believe that this change will not only benefit the local economy but also enhance the neighborhood by providing positive impacts such as job creation, increased property value, or improved infrastructure.

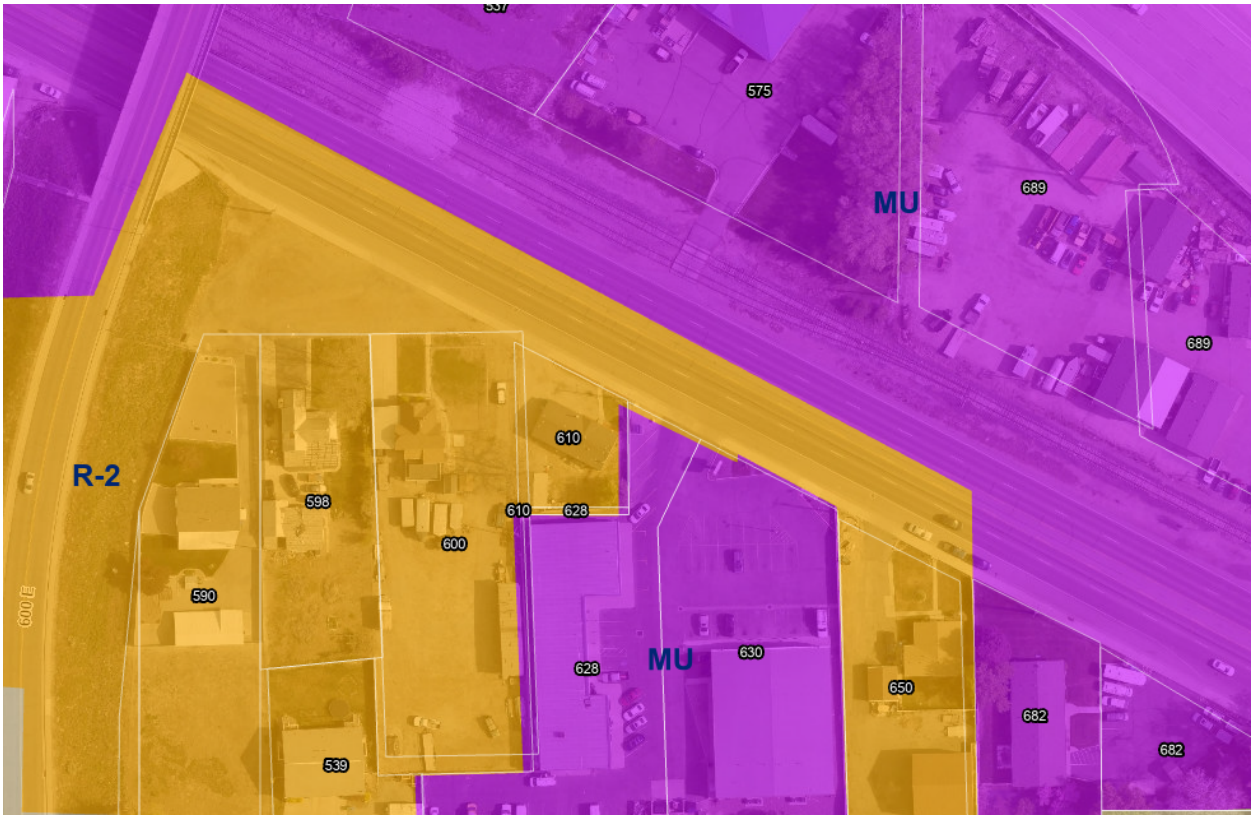
The zoning change also supports Lehi's general plan by fostering balanced growth and encouraging the efficient use of land in areas suitable for commercial development.

I am confident that this change will be a positive step for the property, the surrounding neighborhood, and the city.

I kindly request an opportunity to discuss this matter further with the appropriate city officials. Please let me know if there are additional documents or steps required to proceed with this request.

Sincerely,

Yesika Cardenas



Current Zoning



General Plan Map




HARDING SHOPS
DOLLAR TREE
AIR EXPRESS
HEATING
AIR CONDITIONING
266-8589
FOUNDATION CHIROPRACTIC
801-766-1366


HARDING SHOPS
DOLLAR TREE
AIR EXPRESS
HEATING
AIR CONDITIONING
766-6589
FOUNDATION CHIROPRACTIC
801-766-1366
American Fork
Main St

OBALT
FRIGERATION INC.

Cardenas Zone Change

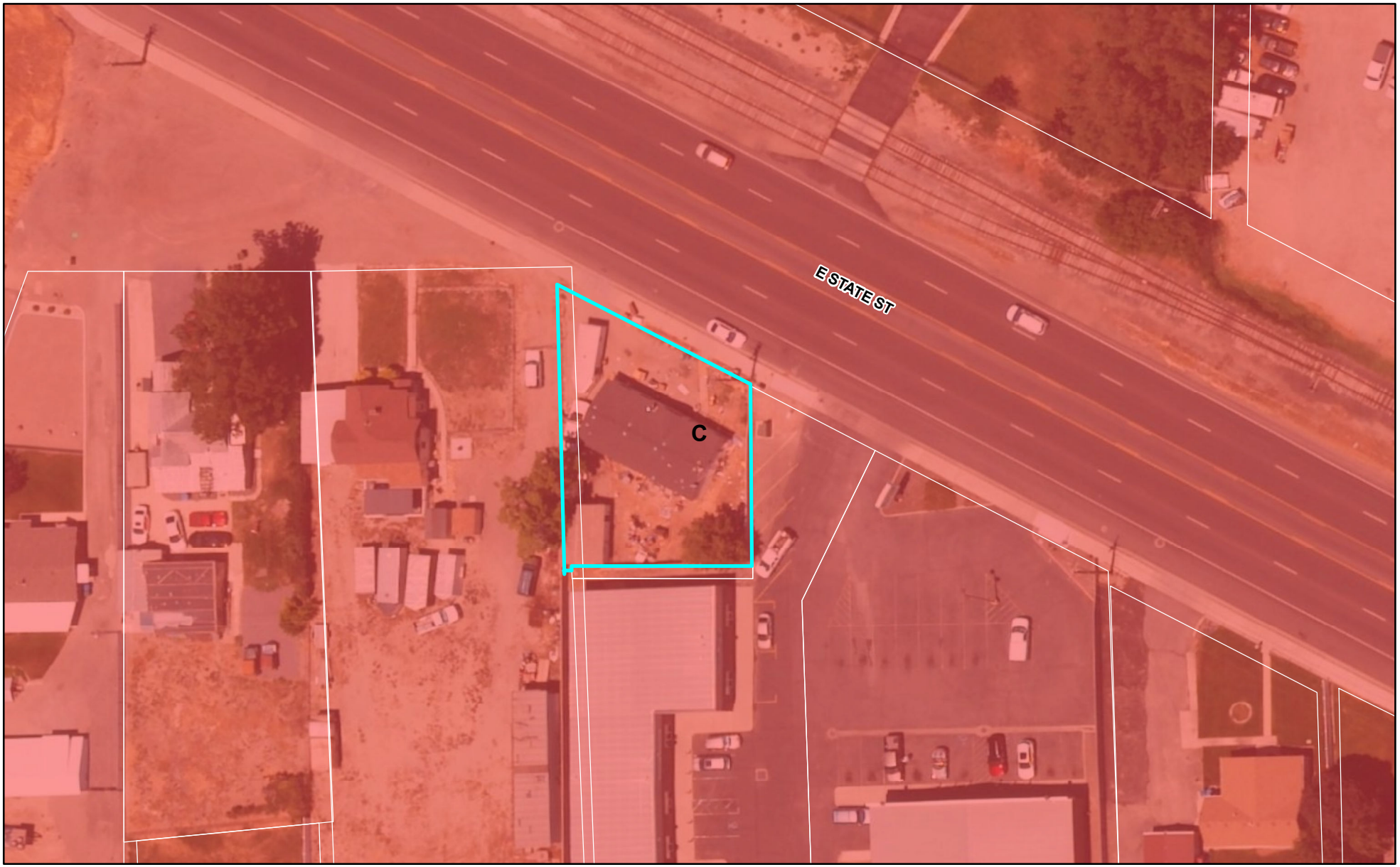
Aerial



LEHI CITY

Cardenas Zone Change

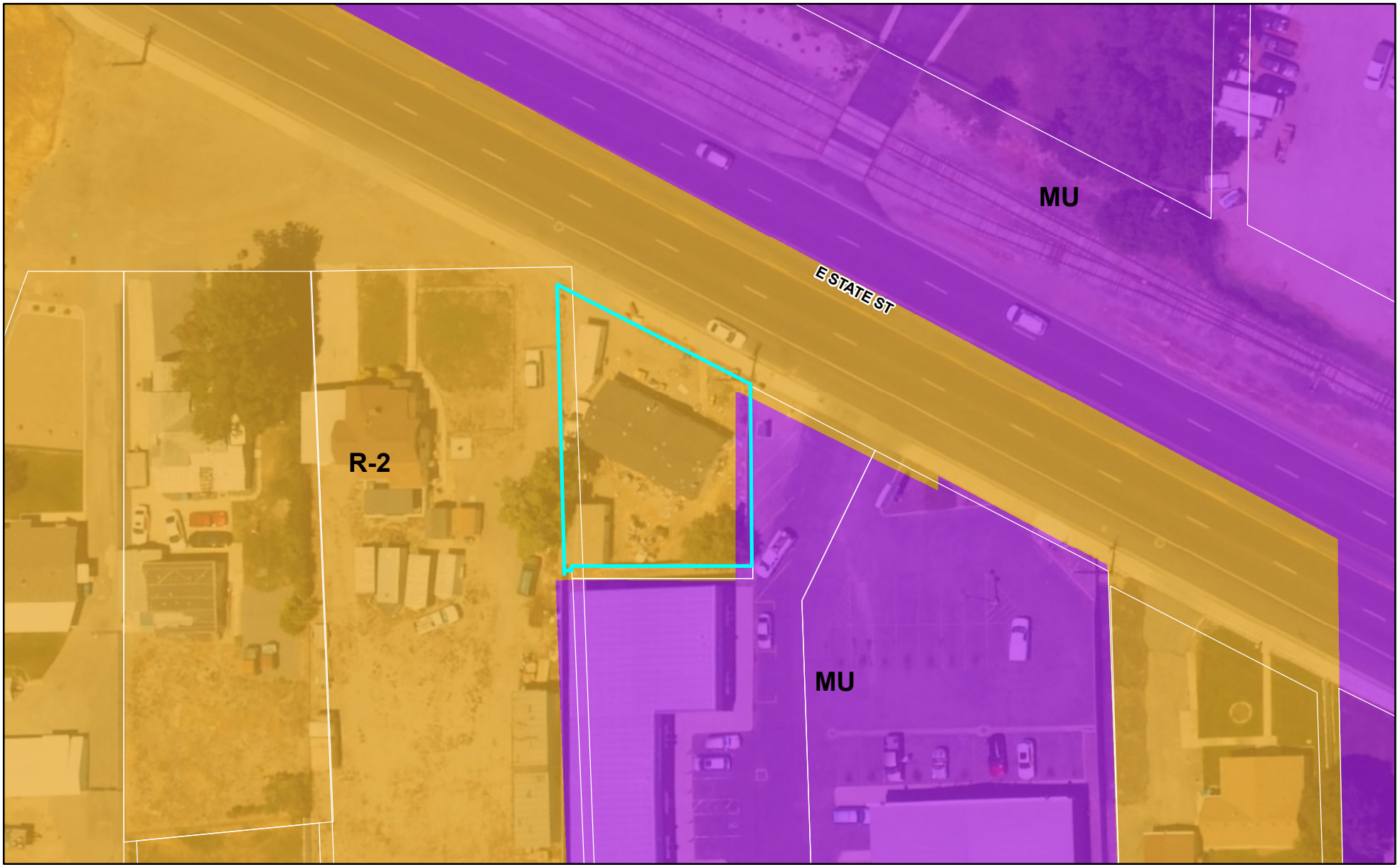
General Plan



LEHI CITY

Cardenas Zone Change

Zoning



0 60 120 Feet

LEHI CITY

Agenda Item No: 7

City Council Agenda Item Report

Meeting Date: January 28, 2025
Submitted By: Jacob Curtis
Submitting Department: Planning Division
Item Type: Ordinance
Agenda Section: Regular Agenda

Subject:
Consideration of Ordinance #04-2025 the Garden Park Zone Change on 1.29 acres located at 515 South 100 West changing the zoning from A-1 to R-1-Flex.

Suggested Action:

Attachments:

CC Staff Report Garden Park Zone Change 01.28.25.docx

Garden Park Zone change DRC 12.18.24.docx

Ordinance - Garden Park Zone Change 01.28.25.docx

Garden Park narrative.pdf

Garden Park Updated Zone Change DRC 12.18.24.pdf

Garden Park Aerial.pdf

Garden Park GP.pdf

Garden Park Zoning.pdf

GARDEN PARK ZONE CHANGE
CITY COUNCIL REPORT

Applicant	Adam Albrecht		
Meeting Date	January 28, 2025		
Requested Action/Purpose	Approval of a proposed zone change		
Location	Approximately 500 S Center Street		
Project Area	1.29 acres		
Existing Zoning	A-1		
Proposed Zoning	R-1-Flex		
Existing General Plan Land Use Designation	LDR (Low Density Residential)		
Adjacent Zoning and Land Use	*North*	A-1	Single family residential
	South	A-1	UTA Rail Corridor
	East	RA-1	Single family residential
	West	A-1	Single family residential
Date of DRC Review	December 18, 2024		
Date of Planning Commission Review	January 9, 2025		
Assigned Planner	Jacob Curtis		

REQUIRED ACTION

Planning Commission	Review and recommendation
City Council	Final approval

APPLICABLE GENERAL PLAN GOALS AND POLICIES

LOW DENSITY RESIDENTIAL (LDR)

The Low Density Residential (LDR) classification provides for predominantly single family residential areas and single family dwelling units with an overall neighborhood density not to exceed 4 units per acre.

APPLICABLE DEVELOPMENT CODE REGULATIONS

Section 04.060 Criteria for Approval, of the Lehi City Development Code, the Planning Commission should consider the following factors, among others, when reviewing a zone amendment:

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.

Section 05.020. Zoning Districts Purpose.

E. The purpose of the Low Density Residential Districts (R-1-12, R-1-10, R-1-8, and R-1-Flex) is to provide for

single-family residential areas and dwelling units on individual lots.

1. The standard zones for the Low Density Residential District are the R-1-Flex zone and R-1-12.

F. 1. All developments within the R-1-Flex District that are less than ten gross acres in size shall meet the following requirements:

(a) maximum density of three and one quarter (3.25) units per acre; and
(b) minimum lot size of 8,000 square feet.

PROPERTY HISTORY

June 15, 1872- This property was incorporated with the original boundaries of Lehi City.

November 18, 2021- The Planning Commission gave a positive recommendation to the Garden Park zone change at the same location. The applicant did not move forward to City Council at that time.

REPORT ANALYSIS

The applicant is seeking approval of a proposed zone change from A-1 to R-1-Flex on 1.29 acres of property located at approximately 500 South Center Street. The General Plan designation of LDR is consistent with the requested zoning of R-1-Flex.

The rezone application will allow the applicant to build four single-family homes on the property. The applicant submitted a concept plan that went to DRC and showed the layout.

The DRC reviewed the proposed zone change and had two redline comments.

1. As a condition of recording the zone change ordinance and prior to submission of an application for preliminary subdivision, the owner needs to complete the required water dedication for the R-1-Flex Zone. The amount of culinary water is 1.58 acre feet per acre and irrigation water is 2.11 acre feet per acre.
2. In the application and narrative, clarify that the current zoning is A-1, not RA-1.

Please consider the DRC comments in the motion.

POSSIBLE MOTIONS AND FINDINGS

The City Council may move to approve or deny the proposed zone change. Any motion should include findings. Possible findings include:

1. The proposed zone change is/is not consistent with the goals and policies of the General Plan.
2. The proposed change is/is not consistent and compatible with the General Plan land uses of nearby and adjoining properties.
3. The proposed change will/will not unduly affect the uses, or proposed uses for nearby and adjoining properties.

PLANNING COMMISSION RECOMMENDATION

The Planning Commission reviewed the proposed zone change on January 9, 2025. The minutes and motion from this meeting are as follows:

3.2) Public hearing and recommendation of Adam Albrecht's request for review of the Garden Park zone change on 1.29 acres located at 515 South 100 West changing the zoning from A-1 (agriculture) to R-1-Flex (residential).

Jacob Curtis presented the item. The plan is to place four single-family homes on the lot.

The applicant, Adam Albrecht, was present. He clarified that the decision to put four single-family homes on the lot is due to a deed restriction. He plans to have two homes facing 500 South, and two facing Center Street on recommendation from the planning division.

Commissioner Everett opened and closed public comment.

Motion: Commissioner Kunze moved to give a positive recommendation to the city council, finding that the effect of the proposed amendment on the character of the surrounding area is positive, it is consistent with the goals and policies of the general plan, and it is consistent and compatible with the general plan land uses of nearby and adjoining properties. She included all DRC comments. Commissioner Jones seconded.

Vote: Commissioner Everett, yes. Commissioner Eyre, yes. Commissioner Kunze, yes. Commissioner Jones, yes. Commissioner Roberts, yes.

Motion passed unanimously.

Garden Park Residential Zone Change
DRC Redline Comments

*Adam Albrecht - requests review of the **Garden Park Zone Change**, changing the zoning on 1.29 acres from A-1 to R-1-Flex.*

DRC Members Present: Glade Kirkham, Garion Rowett, Greg Allred, Matthew Meier, Kim Struthers, Gary Smith, Joshua Bunnell, Ross Dinsdale, Trent Dyer, Luke Seegmiller
Representatives of the Applicant Present: Adam Albrecht
Date of Plans Reviewed: **12/10/24**
Time Start: 3:40 pm
Time End: 3:41 pm

DRC REDLINE COMMENTS:
Glade – Power: No comments
Garion – Fire: No comments
Greg – Water/Sewer: No comments
Trent – Parks: No comments
Gary – Building/Inspections: No comments
JD – Streets: No comments
Ross – Engineering: No comments
Luke- Traffic: No comments
Kim – Planning:
1. As a condition of recording the zone change ordinance and prior to submission of an application for preliminary subdivision, the owner needs to complete the required water dedication for the R-1-Flex Zone. The amount of culinary water is 1.58 acre feet per acre and irrigation water is 2.11 acre feet per acre.
2. In the application and narrative, clarify that the current zoning is A-1, not RA-1.

THIS ITEM WILL BE SCHEDULED FOR PLANNING COMMISION ON JANUARY 9, 2025

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: 2025-__

AN ORDINANCE APPROVING A ZONE DISTRICT DESIGNATION AMENDMENT AND ZONING DISTRICT MAP AMENDMENT LOCATED AT APPROXIMATELY 500 SOUTH CENTER STREET

WHEREAS, Adam Albrecht, applicant for property located at approximately 500 South Center Street and further described by the legal description attached as Exhibit "A", has applied for an amendment to the Zone District and Zoning District Map; and

WHEREAS, the applicant seeks to have said parcel designated as R-1-Flex; and

WHEREAS, following a public hearing on January 9, 2025, the Lehi City Planning Commission reviewed the proposed Zoning District Designation and Zoning District Map amendment and forwarded it to the City Council to decide on the proposed amendment; and

WHEREAS, on January 28, 2025, the Lehi 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 January 9, 2025; and

WHEREAS, after considering the facts and comments presented to the Municipal Council, the Council finds: (i) the request for a Zone District Designation amendment and Zoning District amendment is consistent with the Lehi City General Plan Land Use Map adopted by the Lehi City Council on January 25, 2022 (and as subsequently amended); and (ii) 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 Zone District Designation and the Zoning District Map of the property described on Exhibit "A" are hereby amended to R-1-Flex.

PART II:

A. If a provision of this Ordinance -2025 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 section, 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 January 2025.

ATTEST

_____ _____

Mark Johnson, Mayor Teisha Wilson, City Recorder

EXHIBIT “A”

Garden Park ZONE CHANGE

BEGINNING AT A POINT WHICH IS SOUTH 00°22’25” EAST A DISTANCE OF 846.17 FEET ALONG THE SECTION LINE; THENCE LEAVING SAID SECTION LINE NORTH 89°31’43” WEST A DISTANCE OF 2.38 FEET TO A POINT ON A FENCE LINE FROM THE EAST QUARTER CORNER OF SECTION 17, TOWNSHIP 5 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE SOUTH 01°08’10” WEST A DISTANCE OF 375.73 FEET ALONG SAID FENCE LINE TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF THE SOUTHERN PACIFIC RAILROAD; THENCE LEAVING SAID FENCE LINE NORTH 74°28’08” WEST A DISTANCE OF 158.82 FEET ALONG SAID NORTHERLY RIGHT OF WAY; THENCE LEAVING SAID NORTHERLY RIGHT OF WAY NORTH 00°38’10” WEST A DISTANCE OF 334.48 FEET TO A POINT ON A DECORATIVE FENCE; THENCE ALONG A SERIES OF DECORATIVE AND CHAIN FENCES SOUTH 89°32’01” EAST A DISTANCE OF 164.19 FEET TO THE POINT OF BEGINNING.

Garden Park Concept & Zone Change Narrative

We are asking for a zone change from RA-1 to R-1-Flex. This request is consistent with the current General Plan and the recent zone changes that have taken place in the immediate area.

This will be a four lot development with very little impact on existing infrastructure. All utilities are currently adjacent to the site.

We anticipate the homes will sell in the 800’s which will have a positive effect on neighboring property values.

We hope that the staff, Planning Commission and City Council will support our proposal.

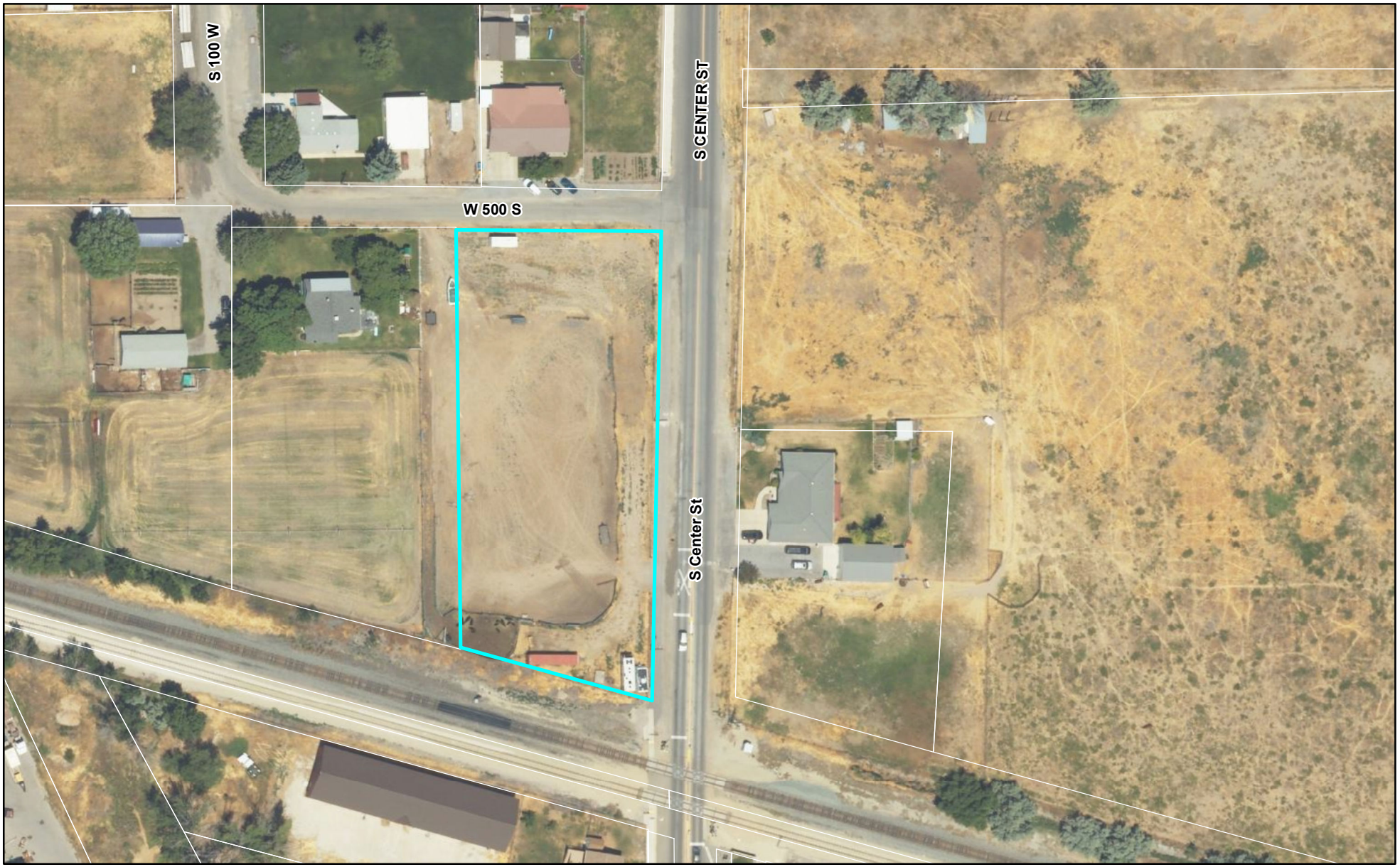


Here is the legal description for the 1.29 acre parcel:

BEGINNING AT A POINT WHICH IS SOUTH 00°22’25” EAST A DISTANCE OF 846.17 FEET ALONG THE SECTION LINE; THENCE LEAVING SAID SECTION LINE NORTH 89°31’43” WEST A DISTANCE OF 2.38 FEET TO A POINT ON A FENCE LINE FROM THE EAST QUARTER CORNER OF SECTION 17, TOWNSHIP 5 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE SOUTH 01°08’10” WEST A DISTANCE OF 375.73 FEET ALONG SAID FENCE LINE TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF THE SOUTHERN PACIFIC RAILROAD; THENCE LEAVING SAID FENCE LINE NORTH 74°28’08” WEST A DISTANCE OF 158.82 FEET ALONG SAID NORTHERLY RIGHT OF WAY; THENCE LEAVING SAID NORTHERLY RIGHT OF WAY NORTH 00°38’10” WEST A DISTANCE OF 334.48 FEET TO A POINT ON A DECORATIVE FENCE; THENCE ALONG A SERIES OF DECORATIVE AND CHAIN FENCES SOUTH 89°32’01” EAST A DISTANCE OF 164.19 FEET TO THE POINT OF BEGINNING.

Garden Park Zone Change

Aerial

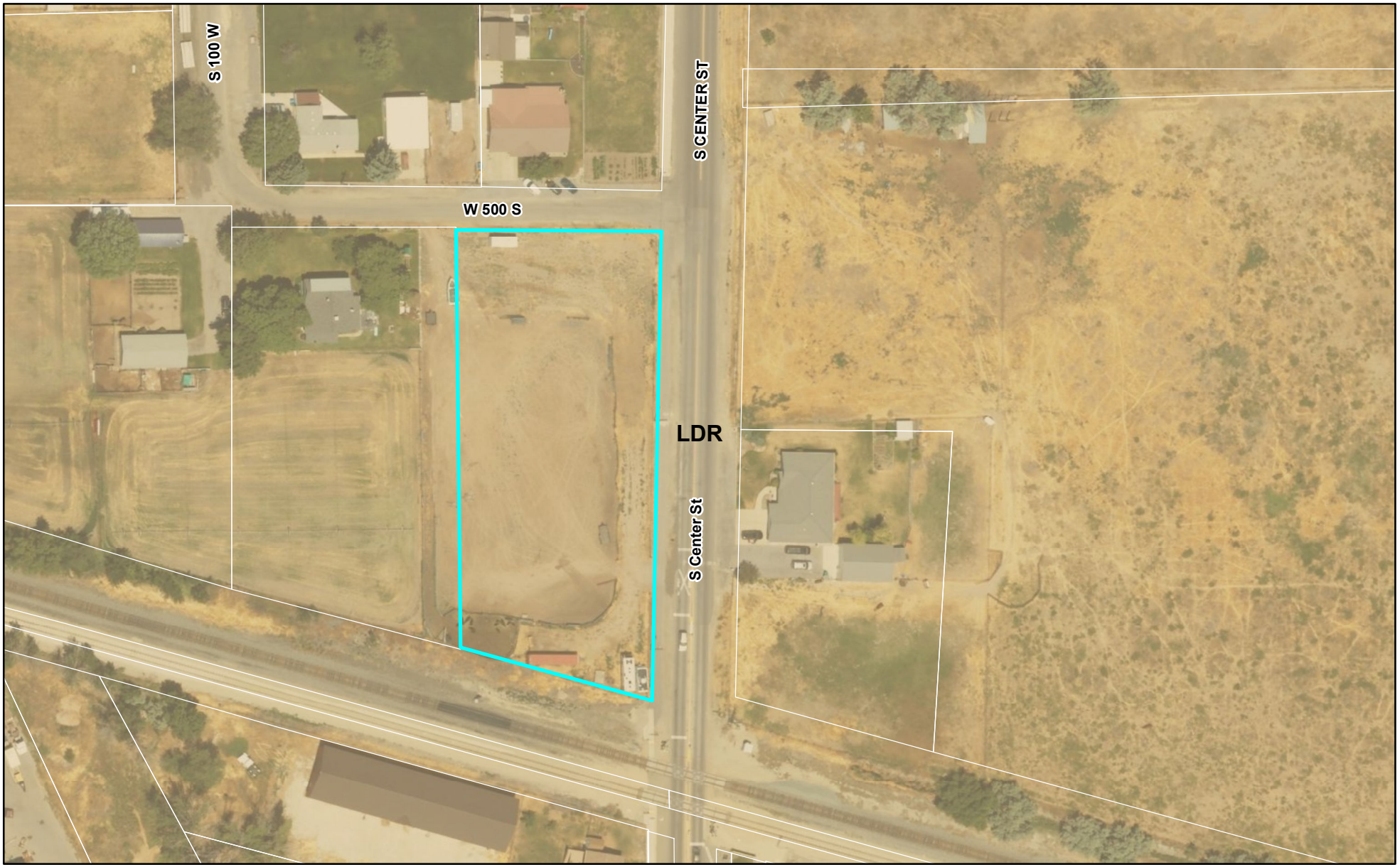


0 130 260 Feet

LEHI CITY

Garden Park Zone Change

General Plan

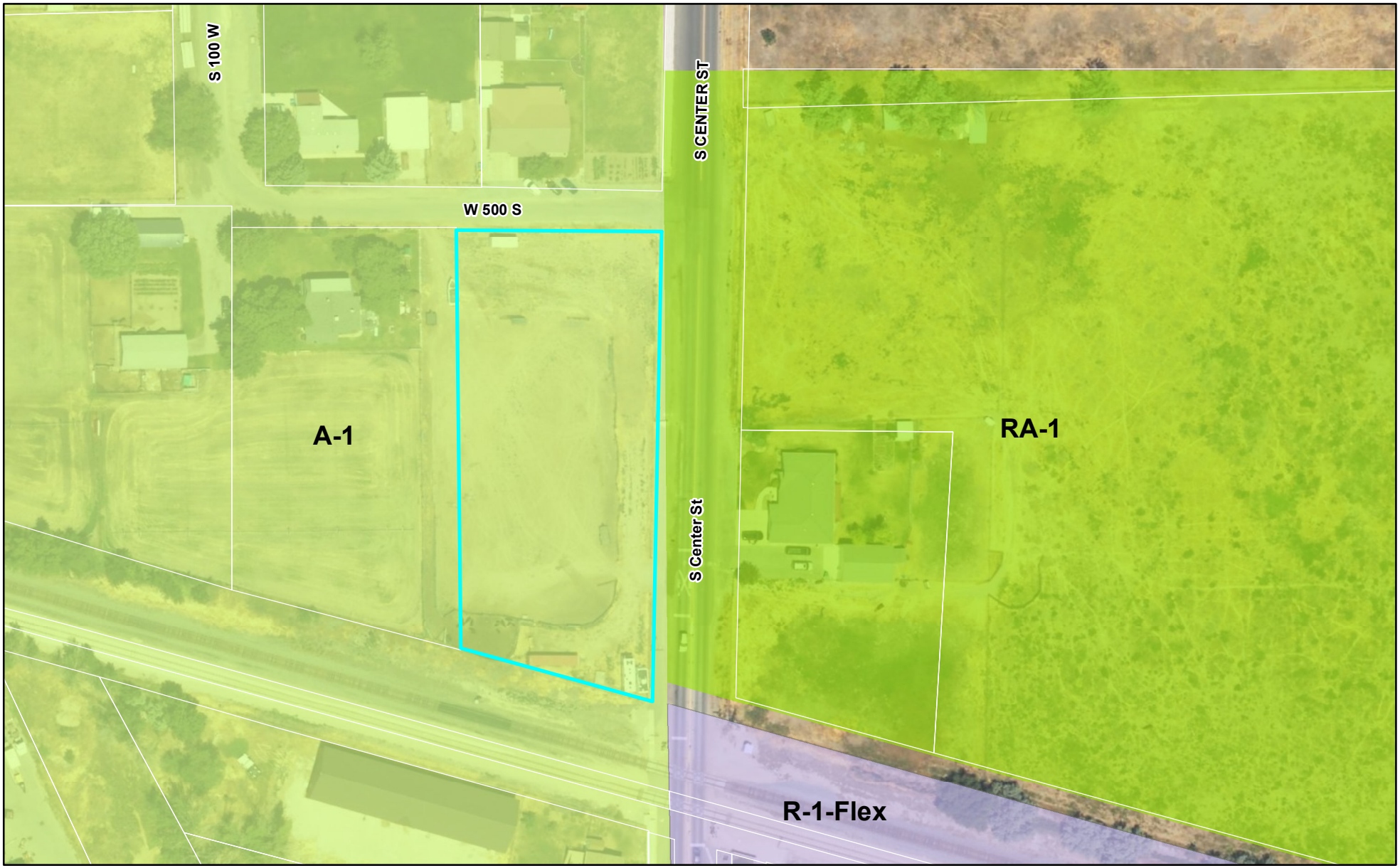


0 130 260 Feet

LEHI CITY

Garden Park Zone Change

Zoning



0 130 260 Feet

LEHI CITY

Agenda Item No: 8

City Council Agenda Item Report

Meeting Date: January 28, 2025
Submitted By: Katie Bussell
Submitting Department: Planning Division
Item Type: Action Item
Agenda Section: Regular Agenda

Subject:
Consideration of Preliminary Subdivision approval for the Holbrook Place Phase 12, a 14-lot single-family subdivision located at approximately 3600 West Turpin Lane.

Suggested Action:

Attachments:

CC Staff Report Holbrook Place Phase 12 Preliminary Subdivision 01.28.25.docx

Holbrook Place Phase 12 DRC 11.20.24.docx

Holbrook Place Phase 12 narrative.pdf

Holbrook Place Phase 12 Preliminary - Civil 11.20.24.pdf

Aerial map.pdf

General Plan Map.pdf

Zoning map.pdf

HOLBROOK PLACE PHASE 12 PRELIMINARY SUBDIVISION

CITY COUNCIL REPORT

Applicant	Ivory Homes		
Meeting Date	January 28th, 2025		
Requested Action/Purpose	Approval of a proposed preliminary subdivision		
Location	Approximately 3600 West Turpin Lane		
Existing General Plan Designation	Very Low Density Residential (VLDR)		
Existing Zoning	PC – Planned Community		
Existing Land Use	Vacant		
Number of Lots/Units	14		
Adjacent Zoning and Land Use	*North*	RC and RA-1	Thanksgiving Point Golf Course, vacant
	South	Planned Community	Holbrook Farms Place Phase 10 and 11
	East	Planned Community	Holbrook Farms Plat A Phase 12
	West	R-1-8	Single-family home
Date of DRC Review	November 20, 2024		
Date of Planning Commission Review	January 9th, 2025		
Assigned Planner	Katie Bussell		

REQUIRED ACTION

Planning Commission	Public hearing, review, and recommendation
City Council	Final approval

APPLICABLE DEVELOPMENT CODE REGULATIONS

Section 11.080. Preliminary Plat Approval Process.
The review and approval process for a Preliminary Subdivision Plat is identified in the appendix of this code, including review by the Development Review Committee, review and recommendation following a public hearing by the Planning Commission and review and approval by the City Council.

Section 11.100. Effect of Preliminary Subdivision Plat Approval.
A preliminary subdivision plat shall not authorize the development of land. After a preliminary subdivision plat has been approved by the City Council, the applicant may file an application for final subdivision plat approval.

Holbrook Farms Land Development Regulations and Development Code Variations

- The approval process for Holbrook Farms Subdivision Plat approval will be as follows:
    - A Preliminary Plat application and fees will be filed along with a preliminary plat that follows the guidelines listed on the City Checklist with the exceptions listed above. There will be a 7 day noticing period for the public hearing at Planning Commission for recommendation. City Council will follow with no public comment for final preliminary approval.

Section 36-B.050. Permitted Uses.
The following uses are permitted within the Jordan River Overlay Zone:

A. open space;

B. parks and associated improvements;

C. agricultural uses;

D. golf courses;

E. trails, both paved and unpaved;

F. accessory buildings incidental to a principal use with less than 750 gross square feet, unless otherwise approved by Planning Commission and City Council;

G. outdoor amphitheaters;

H. public facilities, including utilities, detention and drainage facilities, and wells; and

I. other similar uses deemed appropriate within the river buffer as approved by the Zoning Administrator.

Section 36-B.060. River Buffer.

A. The Jordan River Overlay Zone implements a river buffer as identified on the Lehi City General Plan Land Use Map. The final boundary of the river buffer will be determined on a case-by-case basis at the time of development based on existing site features.

B. Single family homes shall not be located within the river buffer and no permanent buildings shall be placed within 50 feet of the top of the riverbank, with the exception of any flood control or river-related facilities.

PROPERTY HISTORY

May 8, 2018	The Turpin Zone Change and Turpin Holbrook Farms Area Plan Amendment was approved by the City Council.
November 10, 2016	The Holdbrook Farms Area Plan was approved by the City Council.
September 26, 2008	This property was annexed to Lehi City as part of the Holbrook Annexation.

REPORT ANALYSIS

The applicant requests approval of the Holbrook Place Phase 12 subdivision, a 14-lot single-family subdivision located at approximately 3600 West Turpin Lane. These units are entitled to Ivory Homes under the Holbrook Farms Area Plan. This report will discuss the area plan requirements, the overall layout of the subdivision, and the Jordan River Overlay requirements.

Area Plan Requirements
This subdivision is part of the Holbrook Farms Area Plan. The property that the subdivision is on was added into the Holbrook Farms Area Plan in 2018. It was determined the number of equivalent residential units (ERU's) that would be allowed on this property was between 9 to 24 ERU's. As there are only 14 lots proposed in this subdivision, the preliminary subdivision meets the area plan requirement for the ERU's.

Layout
The overall layout of the subdivision meets all Development Code requirements, and requirements in the Holbrook Farms Area Plan. The minimum lot size according to the Holbrook Farms Area Plan is 8,000 square feet, and these lots are all over 16,000 square feet. They also all exceed the minimum frontage requirement of 50-feet.

Jordan River Overlay
Lots 1206, 1207 and 1208 appear to fall within the Jordan River Overlay Zone. The Jordan River Overlay Zone has certain requirements to protect the integrity of the Jordan River from further degradation. One of the requirements of the Jodan River Overlay Zone is that no permanent structures be placed within 50 feet of the top of the riverbank. This would include homes and accessory structures. It does not appear any homes will be within this 50-foot buffer, but Staff has asked the applicant to hatch the buffer on the final plat and add a note stating no permanent structures can be placed within the hatched area. This will help future homeowners be aware they cannot place an accessory structure within the 50-foot buffer.

DRC Comments
There were 9 comments from the DRC. Many of these were informational comments for the final plat. Some of note include:

1. Show alignment of the trial continuing to the north property line. Add a note that the trail will be constructed after the temporary turnaround is removed.
2. Some of the lots appear to fall within the Jordan River Overlay Zone. No permanent structures shall be placed within 50' of the top of the riverbank. Add hatching on the plat where the 50' buffer ends, and a note that says there is no permanent structures allowed within the buffer.

Please consider all DRC comments in your motion.

POSSIBLE MOTIONS AND FINDINGS

The City Council may move to approve or deny the proposed preliminary subdivision. Any motion should include findings. Possible findings include:

1. The proposed subdivision meets/does not meet the requirements of the Lehi City Development Code regarding subdivision approvals.
2. The proposed subdivision meets/does not meet the requirements of the Holbrook Farms Area Plan.
3. The proposed subdivision conforms/does not conform with the goals and policies of the General Plan.
4. Other findings based upon information presented at the public hearing.

PLANNING COMMISSION RECOMMENDATION

The Planning Commission reviewed the proposed preliminary subdivision on January 9th, 2025. The minutes and motion from this meeting are as follows:

3.6) Public hearing and recommendation of Ivory Development's request for preliminary subdivision review of Holbrook Place Phase 12, a 14-lot residential subdivision located at approximately 3600 Turpin Lane.

Jacob Curtis presented the item. All lots meet the frontage and size requirements. Three lots fall within the Jordan River overlay. The planning division has asked for a 50 foot overlay so that no permanent structures are placed too close to the river.

Commissioner Roberts asked about the grading of the river bank, and where the 50 foot zone would start. Mike West clarified that the zone begins where the land drops off. Vegetation and small structures (such as sheds) will be allowed in the zone.

The applicant, Brad Mackey, was present. The lots have been configured so that they have as little slope as possible. Access will still be available for future developers.

Commissioner Eyre asked where the subdivision is in relation to the proposed Clubhouse Drive. The planning division

showed that they are adjacent to each other.

Commissioner Everett opened public comment.

Laura Hardman represented the Hardman family and Jordan properties. She expressed appreciation for the Joran River Overlay Zone, and suggested that the Commission visit the property on foot. She had concerns about building too close to the river, especially considering points where the ground is sandy and erodes easily in the rain. She expressed concern over destruction of wildlife habitats along the river, and with storm runoff potentially going into the river. Additionally, there is a piece of land owned by the federal government that she advised obtaining permission to build on before starting the project. She mentioned that other than these concerns, she thinks it is a great plan for the area.

Commissioner Everett closed public comment.

Mackey highlighted a historic discharge path and explained that the plan is to maintain it for a small portion of the storm drainage. The rest will be going into the system on 3600 West. He also mentioned that he had been in talks with representatives about acquiring the government property she mentioned, but that they had led nowhere, and that the acquisition likely won't happen.

Commissioner Eyre asked about the grading plans for parcel A. Mackey explained that the only plan there currently is for parcel A is the placement of a park between two lots. Commissioner Roberts asked if there was any other use for parcel A. Mackey stated that it would be open space for the HOA.

> **Motion:** Commissioner Eyre moved to offer a positive recommendation to the city council, with the findings that the proposed subdivision meets the requirements of the Lehi City Development Code regarding subdivision approvals, and that the proposed subdivision meets the requirements of the Holbrook Farms area plan, including the distance of structure from the overlay area. He included all DRC comments. Commissioner Jones seconded.

Mackey asked a clarifying question about State Law requirements for public meetings. Mike West assured him that he should be fine, but said he would double-check to make sure everything was above ground.

> **Vote:** Commissioner Everett, yes. Commissioner Eyre, yes. Commissioner Kunze, yes. Commissioner Jones, yes. Commissioner Roberts, yes.
>
> Motion passed unanimously.

Holbrook Place Phase 12
DRC Redline Comments

Ivory- requests preliminary subdivision review of Holbrook Place Phase 12, a 14-lot single-family subdivision located at approximately 3600 West Turpin Lane.

DRC Members Present: Glade Kirkham, Garion Rowett, Ryan Allred, Shelbey Brewer, Kim Struthers, Gary Smith, Gary Ellis, James Farnsworth
Assigned Planner: Katie Bussell
Representatives of the Applicant Present: Ben
Date of Plans Reviewed: 11/12/24
Time Start: 2:45 PM
Time End: 3:15 PM

DRC REDLINE COMMENTS:
Glade – Power:
1. General: must provide gate access to installed equipment prior to any conductor installation.

Garion – Fire: No comments.
Ryan – Water/Sewer:
2. End culinary main with permanent 4" blow off and valve.
3. Show how you are going to get services for lot 1212, 1213
4. Show piping of irrigation ditch and storm drain behind lots with flared end section and rip rap.
5. Informational comments for final plat:
    a. Provide 20' easement in Favor for Lehi City. storm drain in USA parcel.
    b. 30' easement for sewer and storm drain in Favor of Lehi city.
    c. Provide 30' easement in favor of Lehi City In USA parcel for both water mains and storm drain.

Emma/James – Parks:
6. Is there a plan for the maintenance of this vacant parcel. Residents will likely call the city to complain that this stretch is overgrown and unmaintained.

A. Informational comment for final plat:
    a. Add dedication of Parcel A to Lehi City onto the Plat (future park)
    b. Please provide landscape plan for park strip areas.

Gary S. – Building/Inspections: No comments.
Shelbey – Public Works: No comments.
Gary E.– Engineering: No comments.
Kim – Planning:
7. Use standard Lehi plat template, which includes a larger County Recorder box in the title block.
8. Show alignment of the trail continuing to the north property line. Add a note that the trail will be constructed after the temporary turnaround is removed.
9. Some of the lots appear to fall within the Jordan River Overlay Zone. No permanent structures shall be placed within 50' of the top of the riverbank. Add hatching on the plat where the 50' buffer ends, and a note that says there is no permanent structures allowed within the buffer.

A. Informational comments for the final plat:
    a. Label what will be the front on corner lots on the plat.
    b. Label Street A as public.
    c. Indicate this is a residential subdivision on the plat in the title block.
    d. What would you like Street A to be called?

PRECON MEETING REQUIRED? (FULL, TAIILGATE, NONE)

ITEMS TO COMPLETE PRIOR TO SCHEDULING A PRECONSTRUCTION MEETING:
APPLICANT

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.

1. For checkoff plans, a full plan submission is required including, where applicable: erosion control plan with BMPS, landscape plans, civil plans, building elevations, power plans, etc.
2. Provide an engineer's cost estimate for the cost of all improvements to Lehi City Engineering. (Stefanie Daggs- Sdaggs@lehi-ut.gov or 385-201-2523)
3. 10% Warranty Escrow Bond or Letter of Credit and Public/Private Improvement Agreement for all public and private improvements must be in place (from a financial institution with a branch in Utah).
4. Pay all necessary inspection fees and any up-front supply costs required by the City for power supplies, water system supplies, public signs (stop signs, address signs, etc.) and any other associated costs so that the City can order all necessary supplies for the development.
5. Reimbursement Agreement for any reimbursable improvement items must be in place.
6. Incomplete landscaping and/or irrigation plans may require additional comments to be addressed as part of the check-off process.
7. Include surveyor's and engineer's stamps and signatures on the construction drawings.
8. New property line adjacent to existing roads and any new trails must be staked and reviewed by the City.
9. Schedule a SWPPP inspection through Daniel Hadlock at (801) 836-3523 or Greg Soper at (385) 415-4073). This should be the last item completed prior to scheduling a preconstruction meeting.
10. Provide a Long Term Storm Water Management Plan and Agreement to Planning Division and Public Works (Shelbey Brewer at lehicitystormwater@gmail.com and CC Planner) for review and approval (signed by Mayor). Final signed agreement must be recorded by developer and a copy submitted to the City.

STAFF

11. Address any comments or conditions from Planning Commission approval of the preliminary
12. Plans need to be signed by Community Development Director and Public Works Director before precon can be scheduled

PRIOR TO RECORDING OF PLAT:

1. Submit a digital copy of the plat to the planner after receiving addresses but before printing the mylar.
2. Provide a Mylar of the final plat for recording with the owners notarized signature(s).
3. Include surveyor's and engineer's stamps and signatures on the plat.
4. Submit a title report to the planner over the project for review.
5. Developer shall provide a letter with an exhibit of the property covered from their title company guaranteeing that the property taxes including rollback/greenbelt taxes have been paid of open space or right of way is being dedicated.
6. Provide a signed easement verification sheet (for proposed public utility easements on the plat).
7. Provide a recorded copy of required boundary line agreement(s).
8. Provide a signed original copy of the CC&Rs to record with the plat (to be reviewed by City Attorney).
9. All City utilities/infrastructure has been accepted and signed off by all Lehi City Inspectors.

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.

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.

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.

THIS ITEM WILL BE SCHEUDLED FOR PLANNING COMMISSION ON JANUARY 9TH.

AREA PLAN REQUIRES PLANNING COMMISSION AND CITY COUNCIL APPROVAL FOR PRELIMINARY.

PLANNER REMEMBER TO SEND PLAN SET TO POWER

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.

Memorandum

To: Lehi City

CC: Ivory Homes

From: Focus Engineering and Surveying

Date: 11/13/2024

Re: Holbrook Place Phase 12 Preliminary Submittal

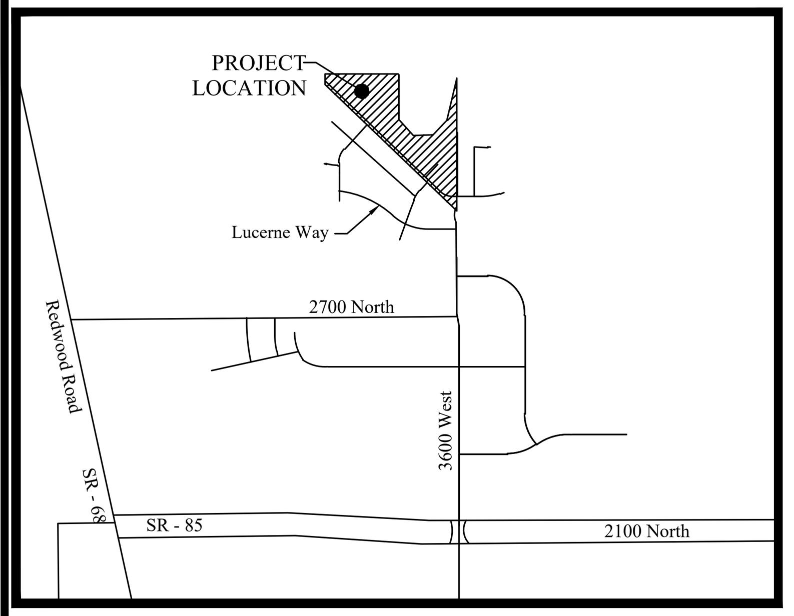
The proposed development is approximately 15.54 acres located in Holbrook Place. We are proposing a development of 14 single family lots. The proposed density for the Holbrook Place Phase 12 is 0.9 units/acre

The proposed home construction will meet the Holbrook Area Plan architectural design requirements. The home construction will complement the existing developments in the Holbrook Area Plan.

HOLBROOK PLACE PHASE 12

SUBDIVISION

LOCATED IN THE SOUTHEAST 1/4 OF SECTION 35, T4S, R1W,
SALT LAKE BASE & MERIDIAN
LEHI CITY, UTAH COUNTY, UTAH



VICINITY MAP

N.T.S

LEGEND

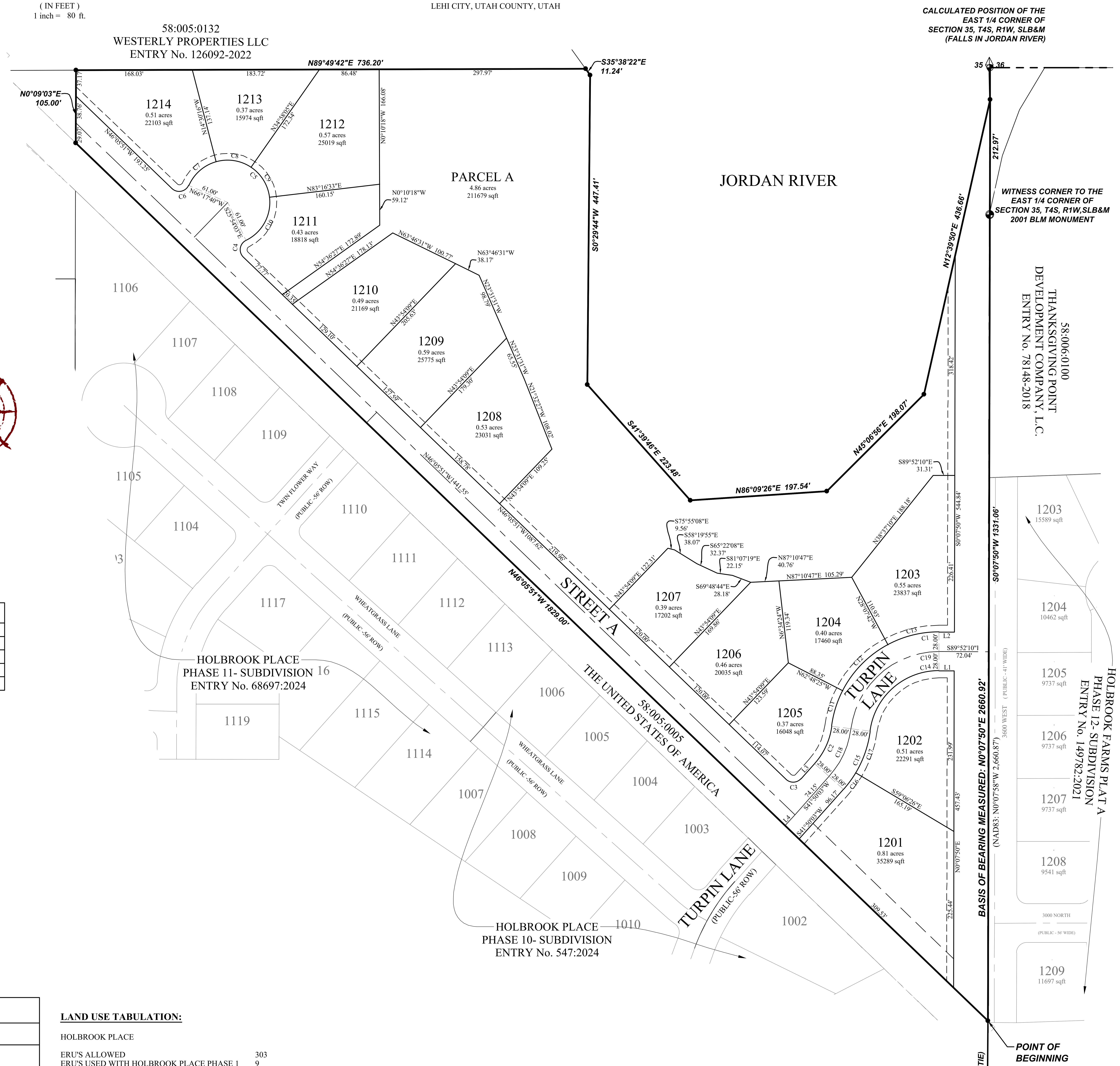
- BOUNDARY
- SECTION LINE
- EASEMENT
- RIGHT-OF-WAY LINE
- CENTERLINE
- BUILDING SETBACK
- EXISTING PROPERTY LINE
- SECTION MONUMENT (FOUND)
- SECTION MONUMENT (NOT FOUND)
- WITNESS MONUMENT(FOUND)
- BOUNDARY MARKERS

NOTES:

1. THIS AREA IS SUBJECT TO NORMAL EVERYDAY SOUNDS, ODORS, SIGHTS, EQUIPMENT, FACILITIES, AND ANY OTHER ASPECTS ASSOCIATED WITH AGRICULTURAL LIFESTYLE. FUTURE RESIDENTS SHOULD ALSO RECOGNIZE THE RISKS INHERENT WITH LIVESTOCK.
2. 10' PUBLIC UTILITY AND ROADWAY CONSTRUCTION EASEMENT ALONG ALL ROADWAYS (AS SHOWN).
3. #5 REBAR AND CAP TO BE SET AT ALL REAR LOT CORNERS. PLUG TO BE SET IN CURB AT PROJECTION OF SIDE LOT LINES.
4. CONSISTENT WITH THE MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS, AND RESERVATION OF EASEMENTS FOR HOLBROOK FARMS (THE "MASTER DECLARATION"), THE COMMON AREAS AND FACILITIES CREATED HEREBY ARE DESIGNATED AS BENEFITED COMMON AREA, AS DEFINED IN THE MASTER DECLARATION, BENEFITED COMMON AREA EXPENSES MAY BE ASSESSED TO THE UNITS AND LOTS HEREIN. THE UNITS AND LOTS HEREIN ARE FURTHER DESIGNATED AS A SEPARATE SERVICE AREA.
5. STORM WATER WILL BE CONVEYED TO A REGIONAL POND THROUGH EXISTING AND PROPOSED INFRASTRUCTURE.
6. LAND DRAIN LATERALS ARE NOT REQUIRED PER GEO-TECHNICAL RECOMMENDATION BY IGES, PROJECT NO. 00145-018, DATED SEPTEMBER 19, 2019.

GRAPHIC SCALE

(IN FEET)
1 inch = 80 ft.



Curve Table					
CURVE	RADIUS	DELTA	LENGTH	CHORD DIRECTION	CHORD LENGTH
C1	156.00	82°45'11"	225.31	S48°45'14"W	206.23
C2	100.00	34°27'24"	60.14	S24°36'21"W	59.24
C3	15.00	93°00'54"	24.36	S88°20'50"W	21.77
C4	15.00	110°11'48"	28.85	N09°00'03"E	24.60
C5	61.00	220°23'37"	234.64	N46°05'51"W	114.50
C6	15.00	110°11'48"	28.85	S78°48'14"W	24.60
C7	61.00	50°21'26"	53.61	N48°53'03"E	51.90
C8	61.00	49°38'29"	52.85	S81°07'00"E	51.21
C9	61.00	49°19'55"	52.52	S31°37'48"E	50.91
C10	61.00	71°03'47"	75.66	S28°34'03"W	70.90
C11	156.00	19°48'56"	53.95	N17°17'07"E	53.68
C12	156.00	34°40'43"	94.42	N44°31'56"E	92.99
C13	156.00	28°15'32"	76.94	N76°00'04"E	76.16
C14	100.00	82°45'11"	144.43	S48°45'14"W	132.20
C15	156.00	34°27'24"	93.82	S24°36'21"W	92.41
C16	156.00	10°56'30"	29.79	N36°21'48"E	29.75
C17	156.00	23°30'55"	64.03	N19°08'06"E	63.58

Line Table		
LINE	DIRECTION	LENGTH
L1	N89°52'10"W	22.04
L2	N89°52'10"W	22.04
L3	S41°50'03"W	29.57
L4	S41°50'03"W	21.01

1 OF 1	11/12/2024

OWNER/DEVELOPER
IVORY DEVELOPMENT
3340 NORTH, CENTER STREET
LEHI, UTAH 84043
(801) 407-6841
CONTACT: BRAD MACKAY

FOCUS ©
ENGINEERING AND SURVEYING, LLC
6949 S. HIGH TECH DRIVE SUITE 200
MIDVALE, UTAH 84047 PH: (801) 352-0075
www.focus-es.com

LOW/MEDIUM DENSITY SINGLE FAMILY SETBACKS	
FRONT YARD	20'
REAR YARD (INTERIOR LOTS)	25'
REAR YARD (CORNER LOTS)	15'
SIDE YARD (PERIMETER)	RESIDENTIAL USES 8' TOTAL SIDE YARDS NOT LESS THAN 16' OTHER ALLOWED USES 20' TOTAL SIDE YARDS NOT LESS THAN 40'
SIDE YARD (CORNER LOT)	20'

NOTE: WHERE A PUBLIC UTILITY EASEMENT WITHIN THE BUILD-ABLE AREA OF A LOT EXISTS: THE PUE WILL TAKE PRECEDENCE OVER THE SETBACK

LAND USE TABULATION:

HOLBROOK PLACE

ERU'S ALLOWED	303
ERU'S USED WITH HOLBROOK PLACE PHASE 1	9
ERU'S USED WITH HOLBROOK PLACE PHASE 2	26
ERU'S USED WITH HOLBROOK PLACE PHASE 3	24
ERU'S USED WITH HOLBROOK PLACE PHASE 4	29
ERU'S USED WITH HOLBROOK PLACE PHASE 5	50
ERU'S USED WITH HOLBROOK PLACE PHASE 6	51
ERU'S USED WITH HOLBROOK PLACE PHASE 7	19
ERU'S USED WITH HOLBROOK PLACE PHASE 8	25
ERU'S USED WITH HOLBROOK PLACE PHASE 9	30
ERU'S USED WITH HOLBROOK PLACE PHASE 10	10
ERU'S USED WITH HOLBROOK PLACE PHASE 11	19
ERU'S USED WITH HOLBROOK PLACE PHASE 12	14
ERU'S REMAINING	0

SITE TABULATIONS

TOTAL ACREAGE	15.54 ACRES
TOTAL SINGLE FAMILY LOTS	14 LOTS
TOTAL ACREAGE IN LOTS	6.98 ACRES
TOTAL OPEN SPACE	4.86 ACRES
TOTAL ACREAGE IN ROW	3.70 ACRES (PUBLIC)
TOTAL UNITS PER ACRE	0.90 UNITS/ACRE

SURVEYOR'S CERTIFICATE

I, Justin Lundberg, do hereby certify that I am a Professional Land Surveyor, and that I hold License No. 12554439 in accordance with Title 58, Chapter 22 of Utah State Code. I further certify by authority of the owners(s) that I have completed a Survey of the property described on this Plat in accordance with Section 17-23-17 of said Code, and have subdivided said tract of land into lots, streets, and easements, and the same has, or will be correctly surveyed, staked and monumented on the ground as shown on this Plat,

Justin Lundberg — Date
Professional Land Surveyor
License No. 12554439

BOUNDARY DESCRIPTION

A part of the Southeast 1/4 of Section 35, Township 4 South, Range 1 West, Salt Lake Base and Meridian, located in Lehi City, Utah County, Utah, being more particularly described as follows:

Beginning at a point N0°07'50" E 1283.67 feet along the Section line from the Southeast corner of Section 35, Township 4 South, Range 1 West, Salt Lake Base and Meridian; running thence N 46°05'51" W 1,829.00 feet; thence N 00°09'03" E 105.00 feet to the southerly line of a Warranty Deed recorded as Entry No: 126092:2022 on December 20, 2022 in the Utah County Recorder's Office; thence along said deed line N 89°49'42" E 736.20 feet; thence S 35°38'22" E 11.24 feet; thence S 00°29'44" W 447.41 feet; thence S 41°39'46" E 223.48 feet; thence N 86°09'26" E 197.54 feet; thence N 45°06'56" E 198.07 feet; thence N 12°39'50" E 436.66 feet to the Section Line; thence along said Section Line S 00°07'50" W 1,331.06 feet to the point of beginning.

Containing 15.54 acres +/-.

OWNER'S DEDICATION

KNOW ALL MEN BY THESE PRESENT THAT WE, ALL OF THE UNDERSIGNED OWNERS OF ALL OF 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 ANY PUBLIC STREETS AND OTHER PUBLIC AREAS AS INDICATED HEREON FOR PERPETUAL USE OF THE PUBLIC.

IN WITNESS WHEREOF WE HAVE HEREUNTO SET OUR HANDS THIS_____ DAY OF ________________________________ A.D. 20__

CHRISTOPHER P. GAMVROULAS
PRESIDENT, IVORY DEVELOPMENT LLC

LIMITED LIABILITY ACKNOWLEDGMENT

STATE OF UTAH
S.S.
COUNTY OF __________

ON THE ________DAY OF ________________A.D. 20 ___ PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, IN AN FOR THE COUNTY OF SALT LAKE, IN SAID STATE OF UTAH, CHRISTOPHER P. GAMVROULAS, WHO AFTER BEING DULY SWORN, ACKNOWLEDGED TO ME THAT HE IS THE PRESIDENT OF IVORY DEVELOPMENT LLC, A UTAH LLC AND THAT HE SIGNED THE OWNERS DEDICATION FREELY AND VOLUNTARILY FOR AND IN BEHALF OF SAID LIMITED LIABILITY COMPANY FOR THE PURPOSES THEREIN MENTIONED.

MY COMMISSION EXPIRES:______________ — A NOTARY PUBLIC COMMISSIONED IN UTAH RESIDING IN ___________ COUNTY

MY COMMISSION No.____________________ — PRINTED FULL NAME OF NOTARY

ACCEPTANCE BY LEGISLATIVE BODY

THE CITY OF LEHI, COUNTY OF UTAH, APPROVES THIS SUBDIVISION SUBJECT TO THE CONDITIONS AND RESTRICTIONS STATED HEREON 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 THIS _____ DAY OF _________________, A.D. 20__

APPROVED BY MAYOR

APPROVED______________________________ ATTEST: ______________________________
CITY ENGINEER (SEE SEAL BELOW) — CLERK/RECORDER (SEE SEAL BELOW)

PLANNING COMMISSION APPROVAL

APPROVED THIS _______ DAY OF ____________________, A.D. 20____, BY THE LEHI CITY PLANNING COMMISSION.

DIRECTOR - SECRETARY — CHAIR, PLANNING COMMISSION

HOLBROOK PLACE

PHASE 12

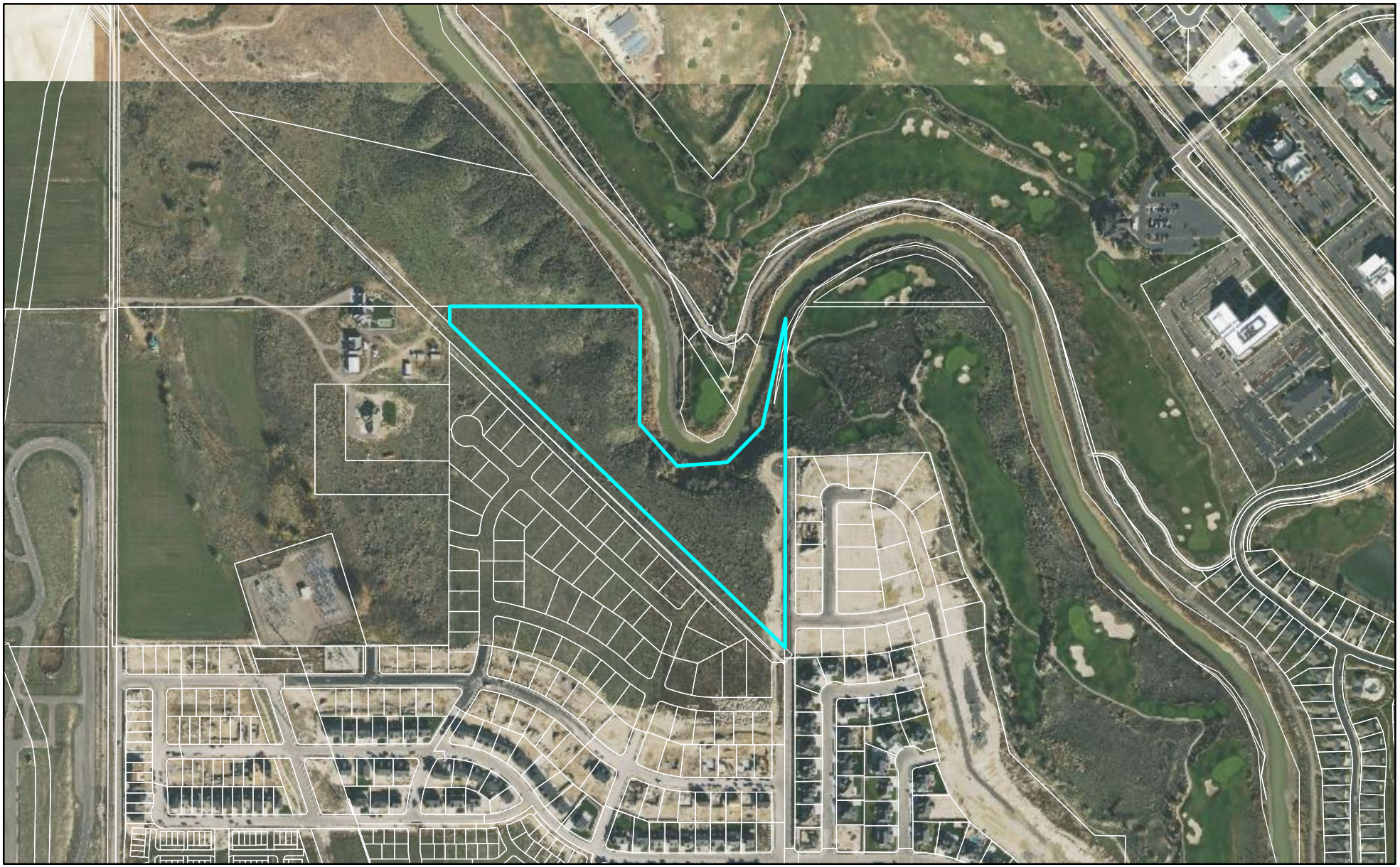
SUBDIVISION

LOCATED IN THE SOUTHEAST 1/4 OF SECTION 35, T4S, R1W,
SALT LAKE BASE & MERIDIAN
LEHI CITY, UTAH COUNTY, UTAH

SURVEYOR'S SEAL	CITY ENGINEER'S SEAL	CITY RECORDER'S SEAL	COUNTY RECORDER'S SEAL

Holbrook Place Phase 12 Preliminary Subdivision

Aerial Map

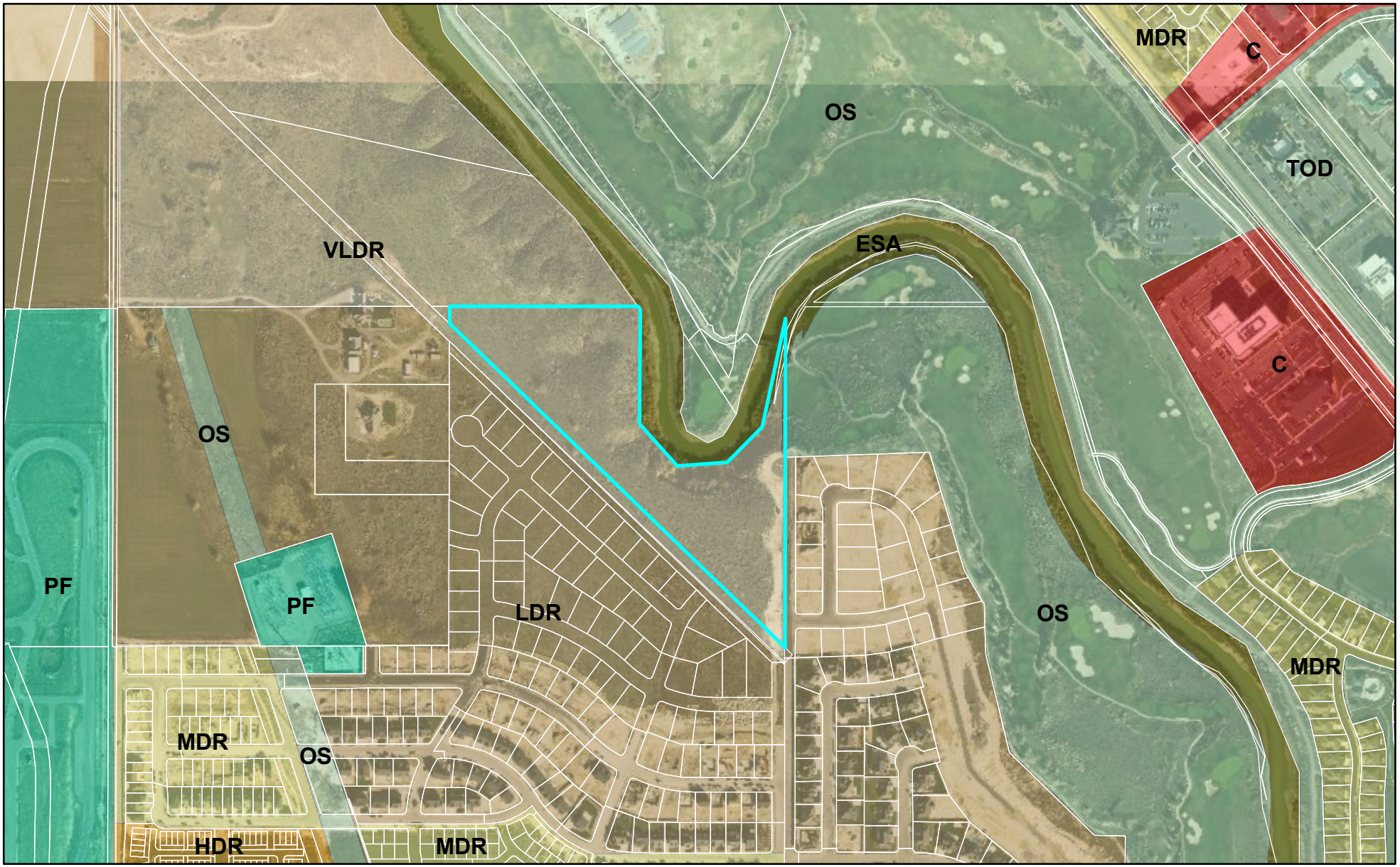


Feet
0 650 1,300

LEHI CITY

Holbrook Place Phase 12 Preliminary Subdivision

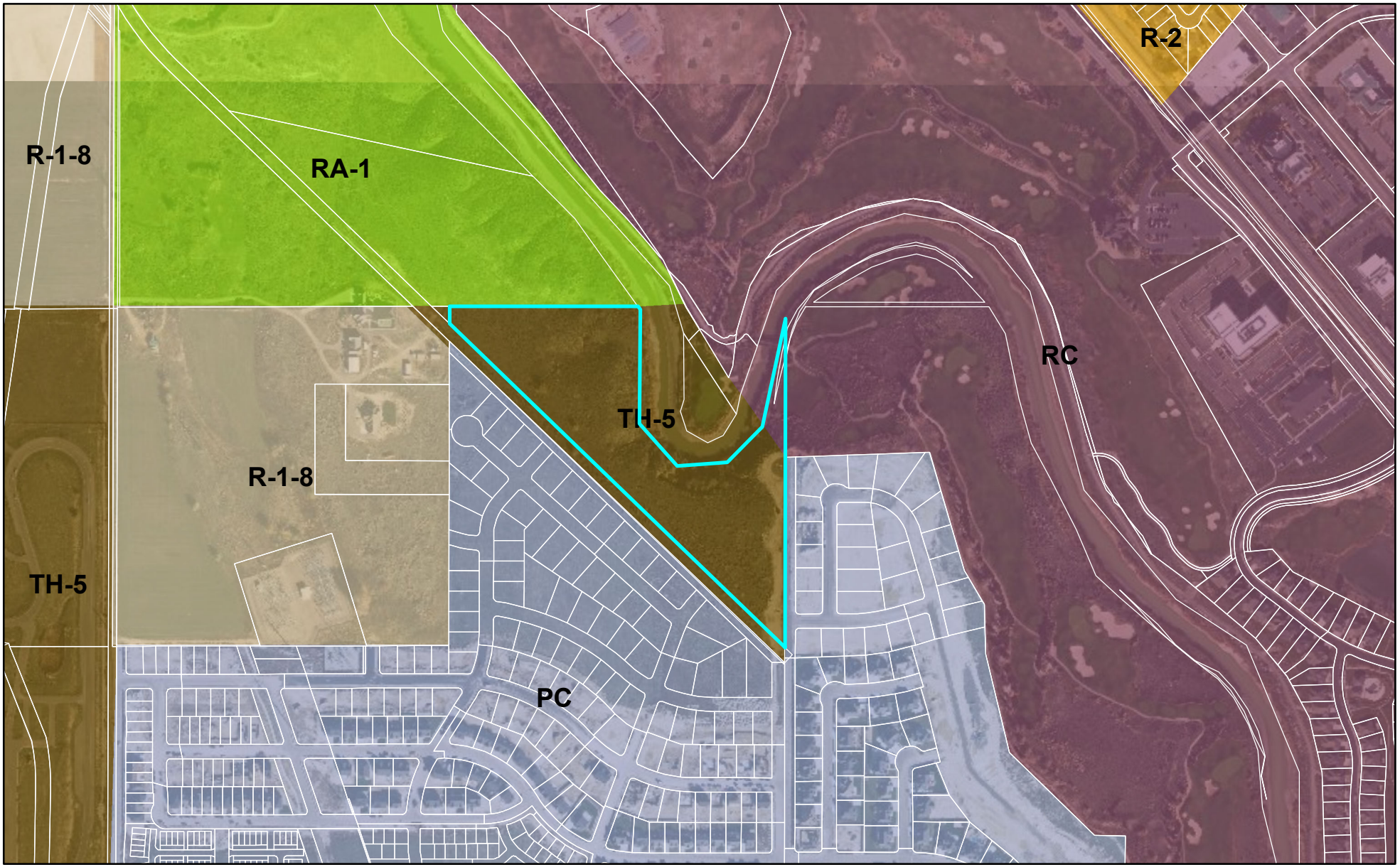
General Plan Map



LEHI CITY

Holbrook Place Phase 12 Preliminary Subdivision

Zoning Map



0 650 1,300 Feet

LEHI CITY

Agenda Item No: 9

City Council Agenda Item Report

Meeting Date: January 28, 2025
Submitted By: Brittney Harris
Submitting Department: Planning Division
Item Type: Ordinance
Agenda Section: Regular Agenda

Subject:
Consideration of Ordinance #05-2025 a Development Code Amendment to Chapter 12, to update standards regarding barbed wire fencing.

Suggested Action:

Attachments:

CC Staff Report Barb Wire Dev Code Amendment 01.28.25.docx

Barbed Wire Fencing DCA Ch. 12 DRC 12.18.24.docx

Ordinance -Chapter 12 Barbed Wire Fencing 1.28.25.docx

Barb Wire Fencing Code Amendment.pdf

CHAPTER 12 BARB WIRE DEVELOPMENT CODE AMENDMENT
CITY COUNCIL REPORT

Applicant	Lehi City
Meeting Date	January 28, 2025
Requested Action/Purpose	Approval of proposed amendments to the Lehi City Development Code
Decision Type	Legislative
Date of DRC Review	December 18, 2024
Date of Planning Commission Review	January 9, 2025

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 proposed amendment to Chapter 12 of the Development Code, which aims to provide clarification on the circumstances under which barbed wire is permitted.

The existing code specifies that barbed wire is allowed in the A-5, A-1, RA-1, I, and LI zones. The proposed amendment updates this Code as there are no Industrial (I) zoned areas left in the City. The designation was also removed from the General Plan. In its place, the Code amendment would include Public Facility (PF) areas as allowed for barbed wire.

The amendment additionally clarifies that barbed wire is permitted in these zones only when associated with agricultural uses or for security purposes. The proposed amendment also allows the temporary use of barbed wire for construction activities. Lastly, the amendment explicitly states that razor wire is prohibited unless mandated for safety reasons.

Barbed wire is required by state and federal regulations around private irrigation ponds, power stations, and other

potentially hazardous utilities. This amendment will formalize the use of barbed wire in these areas where it is already in place to comply with state and national safety standards.

The DRC reviewed the proposed amendment and made no comments.

POSSIBLE MOTIONS AND FINDINGS

The City Council may approve or deny the proposed amendments to the Lehi City Development Code. 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 January 9, 2025. The minutes and motion from that meeting follow.

3.10) Public hearing and recommendation of Lehi City's request for review of a Development Code amendment to Chapter 12, to update standards regarding barbed wire fencing.

Jacob Curtis presented the item. The planning division wants to adjust the zones in the code that are allowed to use barbed wire, removing industrial zones and adding public facility zones. Additionally, they clarify that barbed wire is allowed for agricultural purposes, and that it may be used temporarily in construction sites. Razor wire will be prohibited in all zones.

Commissioner Eyre asked if razor wire is considered a type of barbed wire. Mike West, representing the city, clarified that it is not.

Commissioner Everett opened and closed public comment.

Commissioner Everett worried about the possibility of the city wanting to use razor wire in the future and being unable to, such as in the use of water security. He mentioned his preference for remaining silent in the code if possible. West stated that there are no plans to use razor wire for water facilities. He also clarified that the code states that anything not directly outlined as allowed is automatically not allowed, so in this case remaining silent would have the same effect as the clause forbidding razor wire.

Motion: Commissioner Kunze moved to give a positive recommendation to the city council, finding that the proposed development code amendment is in conformance with the purposes, intent, and provisions of the general plan and its various elements. Commissioner Eyre seconded.

Vote: Commissioner Everett, yes. Commissioner Eyre, yes. Commissioner Kunze, yes. Commissioner Jones, yes. Commissioner Roberts, yes.

Motion passed unanimously.

Barbed Wire Fencing Development Code Amendment Chapter 12
DRC Redline Comments

*Lehi City- requests review of a Development Code amendment to **Chapter 12,** to update standards regarding barbed wire fencing.*

DRC Members Present: Glade Kirkham, Garion Rowett, Ryan Allred, Shelbey Brewer, Kim Struthers, Gary Smith, Gary Ellis, James Farnsworth, Luke Seegmiller
Assigned Planner: Jacob Curits
Representatives of the Applicant Present: None
Date of Plans Reviewed: 12/5/24
Time Start: 2:23 pm
Time End: 2:25 pm

DRC REDLINE COMMENTS:
Glade – Power: No comments
Garion – Fire: No comments
Ryan – Water/Sewer: No comments
James – Parks: No comments
Gary S. – Building/Inspections: No comments
Shelbey – Public Works: No comments
Gary E. – Engineering: No comments
Luke- Traffic: No comments
Kim – Planning: No comments

THIS ITEM WILL BE SCHEDULED FOR PLANNING COMMISSION ON JANUARY 9, 2025.

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: 2025 - __

AN ORDINANCE AMENDING THE LEHI CITY DEVELOPMENT CODE CHAPTER 12, BARBED WIRE FENCING

WHEREAS, it has become necessary to amend Chapter 12 of the Lehi City Development Code; and

WHEREAS, this amendment seeks to clarify what zones barbed wire fencing is allowed in; and

WHEREAS, following a public hearing on January 9, 2025, the Lehi City Planning Commission reviewed the proposed revisions and forwarded a positive recommendation to the City Council; and

WHEREAS, on January 28, 2025, 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 January 9, 2025, 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 -2025 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 January 2025.

ATTEST

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

hedge of up to six feet in height may be erected in the rear yard of a double frontage lot.

8. Barbed wire. ~~—~~Barbed wire fencing is allowed when associated with agricultural uses in the A-5, A-1, and RA-1 zones. It is also allowed in the~~,~~ LI~~,~~ and PFI ~~Z~~zones for security purposes. In all zones, barbed wire may be installed temporarily during construction activities.

~~8.~~ 9. Razor wire. Razor wire fencing is prohibited in all zones unless explicitly required by state or federal law for security purposes.

~~9.~~ 10. Exceptions. The provisions of this section shall not apply to certain other fences such as tennis court backstops or patio enclosures as approved by the Zoning Administrator, if it is determined that such do not create a hazard or violation of other sections of this Code or other City ordinances.

D. Clear View Area at Street Intersections. In all zoning districts, no obstruction to public or private street views in excess of three feet in height above the finished road grade shall be placed on any corner within a triangular area formed by face of curbs and a line connecting them 35 feet from the intersection, (see Figure 3).

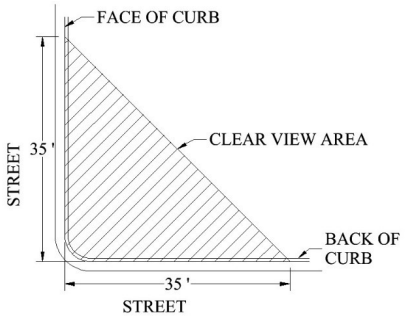


Figure 3. The hatched area represents the clear view area that cannot be obstructed with landscaping, fencing, utilities, or any other feature over three feet in height.

Exceptions may be made and AASHTO sight triangle requirements be enforced at the discretion of the City Engineer or designee.

E. Front Yards. The front yard shall be measured from the property line to the front face of the building, covered porch, covered terrace, deck, porch, or attached accessory building.

F. Side and Rear Yards.

1. Every part of the required side or rear yard shall be open and unobstructed except for accessory buildings as permitted by this Code and the ordinary projection of windowsills, belt courses, and other ornamental features projecting not more than 12 inches.

2. Open or lattice enclosed fire escapes, fireproof outside stairways, balconies opening upon fire towers and ordinary projections of chimneys and flues may be allowed by the Chief Building Official to project into a required yard area up to a maximum distance of three feet.

G. Privacy. Developments shall protect on-site privacy and the privacy of those occupying adjacent sites. Privacy may be protected through setbacks, buffering, screening or structural elements, and other design strategies.

H. Ridgelines. All developments shall locate structures away from areas that are prominently visible against the sky. No building, roof, or other appurtenant device shall encroach or visually intrude upon a ridgeline area as defined in this Code.

I. Trail System. Developments shall construct the portions of master planned trails identified in the Lehi City Bike and Pedestrian Master Plan running through and along their site meeting the design guidelines of the Lehi City Public Improvement and Specifications Manual and the requirements in the Development Code. The following shall be incorporated into the design of new developments that include construction of trails:

1. The area dedicated to trails shall be included in the calculation of any open space provided, or required, even though the trail surfaces may be impervious.

2. Trails located along a roadway shall include a minimum 12-foot public utility easement as measured from the back edge of the trail surface to ensure a two-foot shoulder is maintained along the edge of a trail and to ensure required clearances between utilities within the easement.

3. Trails shall be designed with a two-foot shoulder and clear area. Buildings, utility struc-

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