Lehi City Council Meeting
Agenda
August 10, 2021

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

Pre-Council, 5:30 p.m.

1. Welcome and Opening Comment

2. Presentations and Reports

   2.1. PARC tax discussion

   2.2. Pressurized Irrigation Water Update- Water Department

   2.3. Discussion of Water's Edge TOD application submittal- Patrick Nelson

   2.4. Park Proposal Presentation- Jason Harris

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

4. Administrative Report

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

Regular Session, 7:00 p.m.

1. Welcome, Roll Call, Pledge of Allegiance

2. 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. Consent Agenda

   3.1. Approve Minutes from the July 27, 2021 City Council Meeting.
   072721CC.pdf

Regular Agenda

4. Power Engineers Contract and Purchase Order
   a. Consideration of Resolution #2021-48, approving an agreement with Power Engineers and Lehi City for Consulting Services for the North Point Substation.
   b. Approve Purchase Order

   Petitioner: Lehi City
   Res 2021-48.docx
   Agreement-Power Engineers Consulting Services (clean).docx
   Power Engineers PO.pdf

5. SPX Transformer Solutions Contract and Purchase Order
   a. Consideration of Resolution #2021-49, approving an agreement with SPX Transformer Solutions for the Purchase of Power Substation Transformers.
   b. Approve Purchase Order

   Petitioner: Lehi City
   Res 2021-49.docx
   Agreement-North Point Substation Transformers (clean).docx
   SPX Transformer Solutions PO.pdf

6. Consideration of Ordinance #35-2021, a Zone Change on 0.73-acres located at 105 South 500 West changing the zoning from RA-1(residential/agriculture) to R-1-Flex (residential).
   Petitioner: James Karren
   CC Staff Report Karren Zone Change 08.10.21.docx
   Karren Zone Change DRC 06.30.21.docx
   Ord 35-2021.docx
   Karren ZC aerial.pdf
   Karren ZC General Plan.pdf
   Karren ZC Zoning.pdf
   Karren Zone Change 06.30.21.pdf

7. Consideration of Preliminary subdivision approval for Robinson Ranch, a 3-lot residential subdivision located at 1251 South 500 West. (This item was tabled at the July 27, 2021 meeting)
   Petitioner: GavinoÂ Gutierrez
   CC Staff Report Robinson Ranch Preliminary Subdivision 08.10.21.docx
   Robinson Ranch Preliminary Subdivision DRC 06.23.21.docx
   Robinson Ranch Aerial.pdf
   Robinson Ranch General Plan.pdf
   Robinson Ranch Zoning.pdf
   Robinson Ranch Preliminary Subdivision 06.23.21 plans.pdf

8. Consideration of Preliminary and Final subdivision approval for the Gerber Plat C, consisting of 4 single family lots located at 2295 North Center Street.

Petitioner: Andrew Spencer
CC Staff Report Gerber Plat C Subdivision 08.10.21.docx
Gerber Plat C Preliminary and Final Subdivision DRC 07.07.21.docx
Gerber Plat C Narrative.pdf
Gerber Plat C Plat.pdf
Gerber Plat C Plan.pdf
Aerial Map.pdf
General Plan Map.pdf
Zoning Map.pdf

9. Consideration of Preliminary subdivision approval of Vivian Estates Phase 3, a 22- lot single family residential subdivision located at 2530 North 300 East in an RA-1 zone.
Petitioner: Hadco Construction
CC Staff Report Vivian Estates 3 Preliminary Subdivision 08.10.21.docx
Vivian Estates 3 Preliminary Subdivision DRC 06.30.21.docx
Vivian Estates Phase 3 Plans.pdf
Aerial Map.pdf
General Plan Map.pdf
Zoning Map.pdf

10. Consideration of Ordinance #34-20201, a Zone Change from A-5 (agriculture) to Neighborhood Commercial and R-1-Flex (residential) on 20.10-acres of property located at 2100 North 2300 West.
Petitioner: X Development
CC Staff Report X Development Zone Change 08.10.21.docx
X Development Zone Change DRC 04.07.21.docx
Ord 34-2021.docx
X Development aerial.pdf
X Development General Plan.pdf
X Development Zoning.pdf
X Development Zone Change narrative.pdf
X Development Zone Change 04.07.21.pdf

11. Consideration of Concept approval for the 2100 North Subdivision Concept, a 66-lot residential development located at approximately 2100 North 2300 West. (This item was tabled at the June 29th meeting)
Petitioner: X Development
CC Staff Report X Development Concept 08.10.21.docx
X Development Concept DRC 05.26.21.docx

X Development aerial.pdf
X Development General Plan.pdf
X Development Zoning.pdf
Lehi Zoning - PUD Narrative.pdf
2100 North Subdivision Concept.pdf

12. Consideration of Resolution #2021-50, a Resolution of Intent to Annex for the Micron East Annexation, including 111.51 acres located at approximately 1800 East 4800 North with proposed TH-5 Zoning.
    Petitioner: DR Horton
    CC Report Micron East Annexation - Resolution of Intent.docx
    Micron East Annexation DRC 07.28.21.docx
    Res 2021-50.docx
    Micron East Annexation narrative.pdf
    Micron East Annexation Plat.pdf
    Aerial Map.pdf
    General Plan Map.pdf
    Zoning Map.pdf

13. Consideration of Ordinance #36-2021, a General Plan Amendment on 8.18-acres from Neighborhood Commercial and Very Low Density Residential to Medium Density Residential located at approximately 2900 North and 1200 West.
    Petitioner: Symphony Homes
    CC Staff Report Lehi Terrace General Plan Amendment 08.10.21.docx
    Lehi Terrace General Plan Amendment DRC 07.07.21.docx
    Ord 36-2021.docx
    Narrative General Plan Amendment.pdf
    Lehi Terrace Aerial Map.pdf
    Lehi Terrace General Plan Map.pdf
    Lehi Terrace Zoning Map.pdf

14. Consideration of Concept approval for the Lehi Terrace Concept Plan, a 39-lot single family subdivision located at approximately 2900 North 1200 West.
    Petitioner: Symphony Homes
    CC Staff Report Lehi Terrace Concept 08.10.21.docx
    Lehi Terrace Concept DRC 07.07.21.docx
    Lehi Terrace Narrative.pdf
    Lehi Terrace Concept Plan.pdf
    Single Family Elevations.pdf
    Lehi Terrace Aerial Map.pdf
    Lehi Terrace General Plan Map.pdf
    Lehi Terrace Zoning Map.pdf

15. 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 768-7100 ext. 2254.
- This agenda has been properly posted and a copy provided to the local news media.

Agenda Item No: 2.1

City Council Agenda Item Report

Meeting Date: August 10, 2021
Submitted By: Teisha WIlson
Submitting Department:
Item Type: Discussion
Agenda Section: Presentations and Reports

Subject:
PARC tax discussion

Suggested Action:

Attachments:

Agenda Item No: 2.2

City Council Agenda Item Report

Meeting Date: August 10, 2021
Submitted By: Teisha WIlson
Submitting Department:
Item Type: Discussion
Agenda Section: Presentations and Reports

Subject:
Pressurized Irrigation Water Update- Water Department

Suggested Action:

Attachments:

Agenda Item No: 2.3

City Council Agenda Item Report

Meeting Date: August 10, 2021
Submitted By: Teisha WIlson
Submitting Department:
Item Type: Discussion
Agenda Section: Presentations and Reports

Subject:
Discussion of Water's Edge TOD application submittal- Patrick Nelson

Suggested Action:

Attachments:

Agenda Item No: 2.4

City Council Agenda Item Report

Meeting Date: August 10, 2021
Submitted By: Teisha WIlson
Submitting Department:
Item Type: Presentation
Agenda Section: Presentations and Reports

Subject:
Park Proposal Presentation- Jason Harris

Suggested Action:

Attachments:

Agenda Item No: 3.1

City Council Agenda Item Report

Meeting Date: August 10, 2021
Submitted By: Teisha WIlson
Submitting Department:
Item Type: Action Item
Agenda Section: Consent Agenda

Subject:
Approve Minutes from the July 27, 2021 City Council Meeting.

Suggested Action:

Attachments:

072721CC.pdf

LEHI CITY

153 North 100 East
Lehi, UT 84043
(801) 768-7100

Minutes of the **Pre Council and Regular Session** of the **Lehi City Council** held Tuesday, **July 13, 2021,** at Lehi City in the Council Chamber, 153 N 100 E. Lehi, UT.

Members Present: Paige Albrecht, Council Member
Chris Condie, Council Member (joined the Regular Meeting electronically)
Paul Hancock, Council Member
Katie Koivisto, Council Member
Mike Southwick, Mayor Pro Tempore

Excused: Mark Johnson, Mayor

Others Present: Jason Walker, City Administrator; Cameron Boyle, Assistant City Administrator; Beau Thomas, Assistant to the City Administrator; Kim Struthers, Community Development Director; Ryan Wood, City Attorney; Lorin Powell, City Engineer; Dean Lundell, Finance Director; Chief Jeremy Craft, Fire Department; Andy Gowans, Management Analyst; and Teisha Wilson, City Recorder.

Pre-Council, 5:30 p.m.

1. Welcome and Invocation

Mayor Pro Tem Southwick welcomed everyone and noted that all Councilmembers were present except for Councilor Condie who will be joining the Regular Meeting electronically. Mayor Johnson was excused. Councilor Koivisto gave the invocation.

2. Presentations and Reports

2.1 Presentation on CharityVision's SightBuddies program.

Melanie Davey stated that she's an intern with CharityVision and explained the SightBuddies program to the Council. She said that they provide free glasses for kids that need them. She said that they are looking for community partners and local eye doctors and asked for recommendations.

2.2. Mountainland Association of Governments presentation on Pre-Disaster Mitigation Plan

Shauna Mecham with MAG presented the updated mitigation plan to the Council. She said that the plan identified things that can be done before a major event occurs to mitigate the impact. She also presented a map that showed various events, such as earthquake or flood, and what areas of the city could be affected.

2.3 Waste Management Recycling Diversion Report

Todd Munger, with Lehi City, and Blake Leonelli, with Waste Management, gave on update to the Council on the success of the City's recycling program. He stated that they were able to save $251,408 with recycling efforts.

2.4 Discussion of Water's Edge TOD application submittal- Patrick Nelson
This item was moved to the August 10th meeting.

3. Agenda Questions
None.

4. Administrative Report
There was discussion about holding an Open House for the new General Plan update.

5. Mayor and Council Reports
The Council gave an update on the various committees they serve on.

The Council recessed at approximately 6:30 p.m.
The meeting reconvened at approximately 7:00 p.m.

Regular Session, 7:10 p.m.

1. Welcome, Roll Call, Pledge of Allegiance
Mayor Pro Tem Southwick welcomed everyone and noted that all Councilmembers were present. Mayor Johnson was excused. Councilor Hancock led the Pledge.

2. Presentations and Reports
2.1 Miss Lehi Presentaiton
The Miss Lehi Royalty attended the meeting and thanked the Council for their support and also informed the Council of their service initiatives.

3. 20 Minute Citizen Input
None.

4. Consent Agenda
4.1 Approve Minutes from the July 6, Work Session and the July 13, City Council Meeting

Motion: Councilor Koivisto moved to approve the consent agenda items. Councilor Hancock seconded the motion.

Roll Call Vote: Councilor Albrecht, Yes; Councilor Condie, Yes; Councilor Hancock, Yes; Councilor Koivisto, Yes; and Councilor Southwick, Yes. The motion passed unanimously.

5. Amending the compensation schedule for the Mayor in Lehi City Code Chapter 1-6-4.
Councilor Albrecht stated that the Mayor should be fairly compensated for their time. She supports the increase but would like more discussion on the amount.

Councilor Koivisto stated that she doesn't feel that they need to increase the salary. She also wanted to make it clear that the salary increase was not initiated by Mayor Johnson. She felt that the increase wasn't justified because Lehi is structured with a part time Mayor, and usually elected officials aren't in office for the money, it's because they want to serve. She would like

to see where the Council plans to take the money from in the budget that will be used to cover the increase.

Paul stated that he was in support of some type of increase. He felt that it was important for this increase to not take affect until January 1, 2022.

Councilor Condie stated that when a Mayor signs up for office, they don't often realize the time commitment that comes with that office. He stated that they don't want to make the increase so attractive that they get people that are in it just for the money. He said that great Mayors want to serve regardless of the pay.

a. Public Hearing

Rob Ludlow stated that there is a lack in compensation for the job that's being done. He would like to see the salary increased to 85,000-95,000 per year. He said it's a matter of fairness and they need to increase this to bring in and attract a strong leader.

Jason Harris stated that he supports an increase and believes the Mayor should be well compensated.

Michelle Stallings stated that she is against an increase. This is a part time position, and it should be paid as such. If the City wants to look at this as more then a part time job then they should change the form of government.

Heather Newall stated that Lehi deserves to have the best Mayors and there's nothing wrong with correctly valuing the position.

Dave Scoville stated that he was in support of an increase.

Councilor Koivisto stated that she would like to table this item to a time that Mayor Johnson can be here so they know where he stands and can have him speak to the matter.

Councilor Hancock stated that he doesn't believe it's necessary for the Mayor to be here because this is a Council decision.

b. Consideration of Ordinance #30-2021, amending Lehi City Code Chapter 1-6-4.

Motion: Councilor Koivisto moved table this item to a time that the Mayor could be here. The motion failed for lack of a second.

Motion: Councilor Condie moved to approve Ordinance #30-2021, amending Lehi City Code Chapter 1-6-4, the Mayor's salary to $50,000 per year. Councilor Hancock seconded the motion and suggested that the motion be amended to included that the ordinance take affect January 1, 2022.

Amended Motion: Councilor Condie amended the motion to include the suggestion by Councilor Hancock. Councilor Hancock seconded the amendment to the motion.

Roll Call Vote: Councilor Albrecht, Yes; Councilor Condie, Yes; Councilor Hancock, Yes; Councilor Koivisto, No; and Councilor Southwick, Yes. The motion passed 4-1.

6. **Consideration of Resolution #2021-46, approving an agreement for drainage easement acquisition and an access easement agreement with the Church of Jesus Christ of Latter-Day Saints.**

Motion: Councilor Koivisto moved to approve Resolution #2021-46, approving an agreement for drainage easement acquisition and an access easement agreement with the Church of Jesus Christ of Latter-Day Saints. Councilor Hancock seconded the motion.

Roll Call Vote: Councilor Albrecht, Yes; Councilor Condie, Yes; Councilor Hancock, Yes; Councilor Koivisto, Yes; and Councilor Southwick, Yes. The motion passed unanimously.

7. **Consideration of Resolution #2021-45, approving an agreement with Valley Design & Construction for the construction of Monument Park.**

Jason Bond, with the Parks Department, was representing the applicant.

Motion: Councilor Albrecht moved to approve Resolution #2021-45, approving an agreement with Valley Design & Construction for the construction of Monument Park. Councilor Hancock seconded the motion.

Roll Call Vote: Councilor Albrecht, Yes; Councilor Condie, Yes; Councilor Hancock, Yes; Councilor Koivisto, Yes; and Councilor Southwick, Yes. The motion passed unanimously.

8. **Consideration of Resolution #2021-44, placing the question of whether or not Lehi City should impose a .1% local sales and use tax to fund recreational amenities, park facilities, and cultural arts facilities and organizations in Lehi City.**

Motion: Councilor Condie moved to Resolution #2021-44, placing the question of whether or not Lehi City should impose a .1% local sales and use tax to fund recreational amenities, park facilities, and cultural arts facilities and organizations in Lehi City. Councilor Koivisto seconded the motion.

Roll Call Vote: Councilor Albrecht, Yes; Councilor Condie, Yes; Councilor Hancock, Yes; Councilor Koivisto, Yes; and Councilor Southwick, Yes. The motion passed unanimously.

9. **Consideration of Final subdivision approval for Hunting Farms, an 8-lot residential development located at 143 South 1100 West.**

Adam Albrecht was representing the applicant.

Motion: Councilor Koivisto moved to grant Final subdivision approval for Hunting Farms, an 8-lot residential development located at 143 South 1100 West; including all

Development Review Committee Comments and Planning Commission Comments. Councilor Hancock seconded the motion.

Roll Call Vote: Councilor Albrecht, Yes; Councilor Condie, Yes; Councilor Hancock, Yes; Councilor Koivisto, Yes; and Councilor Southwick, Yes. The motion passed unanimously.

10. Consideration of Preliminary and Final subdivision approval for the Cedar Hollow 2-lot subdivision located at 705 East Cedar Hollow Road.

Motion: Councilor Hancock moved to grant Preliminary and Final subdivision approval for the Cedar Hollow 2-lot subdivision located at 705 East Cedar Hollow Road; including all Development Review Committee Comments and Planning Commission Comments. Councilor Koivisto seconded the motion.

Roll Call Vote: Councilor Albrecht, Yes; Councilor Condie, Yes; Councilor Hancock, Yes; Councilor Koivisto, Yes; and Councilor Southwick, Yes. The motion passed unanimously.

11. Consideration of Ordinance #32-2021, approving a zone change for Vivian Estates Phase 4, 13.4 acres located at 2200 North 400 East changing the zoning from TH-5 (transitional holding) to RA-1 (residential agriculture).

Motion: Councilor Koivisto moved to approve Ordinance #32-2021, approving a zone change for Vivian Estates Phase 4, 13.4 acres located at 2200 North 400 East changing the zoning from TH-5 (transitional holding) to RA-1 (residential agriculture); including all Development Review Committee Comments and Planning Commission Comments. Councilor Albrecht seconded the motion.

Roll Call Vote: Councilor Albrecht, Yes; Councilor Condie, Yes; Councilor Hancock, Yes; Councilor Koivisto, Yes; and Councilor Southwick, Yes. The motion passed unanimously.

12. Consideration of Preliminary subdivision approval for the Holbrook Place Phase 5 & 6, a 102-lot residential development located at 2700 North and Twin Flower Way.
Brad Mackay was representing the applicant.

Motion: Councilor Albrecht moved to grant Preliminary subdivision approval for the Holbrook Place Phase 5 & 6, a 102-lot residential development located at 2700 North and Twin Flower Way; including all Development Review Committee Comments and Planning Commission Comments. Councilor Koivisto seconded the motion.

Roll Call Vote: Councilor Albrecht, Yes; Councilor Condie, Yes; Councilor Hancock, Yes; Councilor Koivisto, Yes; and Councilor Southwick, Yes. The motion passed unanimously.

13. Consideration of Ordinance #33-2021, approving a zone change from TH-5 (transitional holding) to R-1-22 (residential/agriculture) on approximately 1-acre of property located at 1199 West 900 North.

Joan Gurney was representing the applicant.

Motion: Councilor Koivisto moved to approve Ordinance #33-2021, approving a zone change from TH-5 (transitional holding) to R-1-22 (residential/agriculture) on approximately 1-acre of property located at 1199 West 900 North; including all Development Review Committee Comments and Planning Commission Comments. Councilor Hancock seconded the motion.

Roll Call Vote: Councilor Albrecht, Yes; Councilor Condie, Yes; Councilor Hancock, Yes; Councilor Koivisto, Yes; and Councilor Southwick, Yes. The motion passed unanimously.

14. Consideration of Preliminary subdivision approval of Robinson Ranch, a 3-lot residential subdivision located at 1251 South 500 West.

Motion: Councilor Koivisto moved to table the item to a time that the applicant can attend. Councilor Hancock seconded the motion.

Roll Call Vote: Councilor Albrecht, Yes; Councilor Condie, Yes; Councilor Hancock, Yes; Councilor Koivisto, Yes; and Councilor Southwick, Yes. The motion passed unanimously.

15. Consideration of Final subdivision approval for the Taylor Meadows Plat A, a 32-lot residential subdivision located at approximately 700 West 1400 South.

Motion: Councilor Hancock moved to grant Final subdivision approval for the Taylor Meadows Plat A, a 32-lot residential subdivision located at approximately 700 West 1400 South; including all Development Review Committee Comments and Planning Commission Comments. Councilor Albrecht seconded the motion.

Roll Call Vote: Councilor Albrecht, Yes; Councilor Condie, Yes; Councilor Hancock, Yes; Councilor Koivisto, Yes; and Councilor Southwick, Yes. The motion passed unanimously.

16. Consideration of Final subdivision approval for the Taylor Meadows Plat B, a 31-lot residential subdivision located at approximately 1550 South 500 West.

Motion: Councilor Albrecht moved to grant Final subdivision approval for the Taylor Meadows Plat B, a 31-lot residential subdivision located at approximately 1550 South 500 West; including all Development Review Committee Comments and Planning Commission Comments. Councilor Southwick seconded the motion.

Roll Call Vote: Councilor Albrecht, Yes; Councilor Condie, Yes; Councilor Hancock, Yes; Councilor Koivisto, Yes; and Councilor Southwick, Yes. The motion passed unanimously.

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17. Consideration of Ordinance #34-2021, a zone change from A-5 (agriculture) to Neighborhood Commercial and R-1-Flex (residential) on 20.10-acres of property located at 2100 North 2300 West.

This item was withdrawn from the agenda.

18. Consideration of Ordinance #31-2021, an amendment to the Lehi City Development Code Chapter 26, Accessory Uses, clarifying maximum building heights for accessory dwellings.

Motion: Councilor Hancock moved to approve Ordinance #31-2021, an amendment to the Lehi City Development Code Chapter 26, Accessory Uses, clarifying maximum building heights for accessory dwellings; including all Development Review Committee Comments and Planning Commission Comments. Councilor Koivisto seconded the motion.

Roll Call Vote: Councilor Albrecht, Yes; Councilor Condie, Yes; Councilor Hancock, Yes; Councilor Koivisto, Yes; and Councilor Southwick, Yes. The motion passed unanimously.

Garrett Gronowski, with Bird Scooters, stated that they are seeking approval to be a second scooter operator in the City. The city will determine the location, but they will study the data to know where the high demand areas are. Mr. Wood stated that this was supposed to be on the agenda, but was missed, so Mr. Gronowski was allowed to present, but the Council could not take action on the item because it's not on the agenda. It will be added as an action item to the August 3rd Work Session Agenda.

Motion: Councilor Condie moved to adjourn into a Closed Session to discuss the character professional competence, or physical or mental health of an individual. Councilor Hancock seconded the motion.

Roll Call Vote: Councilor Albrecht, Yes; Councilor Condie, Yes; Councilor Hancock, Yes; Councilor Koivisto, Yes; and Councilor Southwick, Yes. The motion passed unanimously.

The meeting recessed into a Closed Session at approximately 8:50 p.m.
The meeting reconvened at approximately 9: 40 p.m.

19. Adjournment

With no further business to come before the City Council at this time, Councilor Hancock moved to adjourn the meeting. Councilor Koivisto seconded the motion. The motion passed unanimously. The meeting adjourned at approximately 9:41 p.m.

Approved: August 10, 2021

Attest:

_____

Mark Johnson, Mayor

_____

Teisha Wilson, City Recorder

DRAFT

Agenda Item No: 4

City Council Agenda Item Report

Meeting Date: August 10, 2021
Submitted By: Teisha WIlson
Submitting Department:
Item Type: Action Item
Agenda Section: Regular Agenda

Subject:
Power Engineers Contract and Purchase Order
a. Consideration of Resolution #2021-48, approving an agreement with Power Engineers and Lehi City for Consulting Services for the North Point Substation.
b. Approve Purchase Order

Suggested Action:

Attachments:

Res 2021-48.docx

Agreement-Power Engineers Consulting Services (clean).docx

Power Engineers PO.pdf

LEHI CITY

RESOLUTION NO. 2021-48

A RESOLUTION OF THE LEHI CITY COUNCIL APPROVING AN AGREEMENT WITH POWER ENGINEERS INC FOR CONSULTING SERVICES

WHEREAS, Lehi City ("City") desires to contract for engineering consulting services for its North Point 128kV Substation;

WHEREAS, the City issued RFP No. 2021-13 to invite qualified firms and companies to bid on the proposed work; and

WHEREAS, based on Power Engineer's RFP submittal, the City selected and now desires to contract with Power Engineers to perform the work as specified in the RFP; and

WHEREAS, on August 10th, 2021, the City Council held a duly noticed public meeting to ascertain the facts regarding this matter, which facts and comments are found in the meeting record; and,

WHEREAS, after considering the facts and comments presented to the City Council, the Council finds: (i) that it should approve an Agreement with Power Engineers, Inc.; 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 Power Engineers, Inc. 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 10th day of August, 2021.

LEHI CITY

_____

Mark Johnson, Mayor

ATTEST

_____

Teisha Wilson, City Recorder

EXHIBIT “A”

AGREEMENT FOR CONSULTING SERVICES

THIS AGREEMENT is made and entered into and effective as of the date the last party signs below ("Effective Date") between Lehi City, 153 North 100 East, Lehi, Utah 84043 ("City") and Power Engineers, 11907 W 48th Ave, Suite B, Wheat Ridge, Colorado 80033 ("Contractor").

WHEREAS, City desires to hire an engineer to provide consulting services for its North Point 138kV Substation as described in RFP 2021-13 ("Work"); and

WHEREAS, City determined Contractor's response to RFP 2021-13 to be the lowest responsive and most responsible response and 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 Service. City hereby hires Contractor and Contractor agrees to be bound to the City to perform the Work as described in RFP No. 2021-13 (including all addendums) attached hereto as Exhibit A, and Contractor's Proposal attached hereto as Exhibit B, all of which are referred to as the "Contract Documents" and by this reference are incorporated herein and made a part hereof.

2. Term. This Work shall commence immediately upon the Effective Date. The Work shall be completed no later than September 1, 2022.

3. Payment. City shall pay Contractor a total of One Hundred Sixty-Seven Thousand Five Hundred and Nineteen Dollars ($167,519) ("Payment"), which price shall not be exceeded without prior written approval as described in this Agreement.

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 and Non-Appropriation. 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 or electronic copies of the Deliverables shall be transferred to, and upon payment therefore become the property of, the City in accordance with the work product ownership provisions herein. If the City has terminated this Agreement without cause, then subsequently requests Contractor to recommence its performance of the scope of service 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 of resources

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, 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 responsible for any damage or injury which it, or its employees, agents, subcontractors, independent contractors, and the like cause in the performance of this Agreement. Consequently, Contractor shall indemnify, defend, and hold harmless the City, any subsidiary or affiliate of the City, and its past, present and future employees from and against all claims, damages, lawsuits, losses, liabilities, liens, cost, citations, penalties, fines and expenses, including but not limited to reasonable attorneys' fees, in each case to the extent caused by the gross negligence, willful misconduct or negligent performance of Contractor, its employees, subcontractors, or anyone for whose acts Contractor is responsible. 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 for the payment of workers' compensation benefits to its employees employed on or in connection with the performance of this Agreement, and in accordance with applicable State and Federal laws.

8.3 Contractor, at its own expense, shall maintain comprehensive general liability insurance in amounts of $1,000,000 per occurrence and $3,000,000 general aggregate.

8.4 Contractor, at its own expense, shall maintain automobile public liability insurance with bodily injury and death limits of $250,000 for any one person, and

$500,000 for any one occurrence, and a property damage limit per occurrence of $250,000. 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 public liability insurance in amounts satisfying applicable Utah law.

8.5 Contractor, at its own expense, shall maintain professional liability/errors and omissions insurance appropriate to Contractor's profession, with a limit of $3,000,000.00 per occurrence. The professional liability/errors and omissions insurance required by this Section 8.6. 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.

8.7 All insurance required by this Agreement, with the exception of worker's compensation and employer's liability and professional liability/errors and omissions policies, shall include the City, its directors, officers, 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 thirty (30) days in advance of any cancellation, termination, or material alteration of said policies of insurance or ten (10) days due to nonpayment of premium.

8.8 Neither Contractor nor the City nor either party's suppliers, agents, officers, and directors shall have any liability regardless of the theory of recovery, including breach of contract or negligence, to the other party or any other person or entity for any indirect, incidental, special, or consequential damages, cost or expense whatsoever, including but not limited to loss of revenue or profit, whether actual or anticipated, loss of use, failure to realize anticipated savings, loss of or damage to data or other commercial or economic loss. This waiver of consequential damages is made regardless that (i) either party has been advised of the possibility of such damages and (ii) that such damages may be foreseeable.

9. Representations and Warranties.

9.1 Each party represents that:

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

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

9.2 Contractor represents and warrants that:

9.2.1 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.

9.2.2 Contractor shall perform its obligations required by this Agreement in a manner consistent with generally accepted applicable professional and technical standards for Scope of Service of a similar and comparable nature existing at the time of performance for the locality where the services are performed ("Standard of Care"), and shall ensure that the implementation thereof is also performed in an applicable professional, and technical manner. Provided it receives written notice thereof withing one year of completing the Work, Contractor shall correct any failure to meet this Standard of Care 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.

9.2.3 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.

10. Confidentiality and Work Product Ownership.

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

10.2 Notwithstanding Section 10.1 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." ." Notwithstanding the foregoing, Contractor may retain a copy of the City's confidential information, subject to the obligations of this Agreement, if Contractor determines such retention is necessary for the sole purpose of documenting the use of such confidential information in the preparation of any work product to which professional liability might attach. Contractor further agrees to bind its employees and any sub-contractors to the terms and conditions of this Section 10.2.

10.3 Any reports, studies, audits, models, tools, code, materials or other work product prepared under this Agreement by Contractor or Contractor's personnel (collectively, "Work Product") shall remain the property of Contractor. Upon receipt of payment by Contractor, the City shall gain ownership of all tangible or electronic versions of any Work Product prepared under this Agreement with the intent of being furnished to, and ultimately delivered to, the City ("Deliverables"). The City shall not gain ownership of any intellectual property of Contractor that was used to create or is otherwise embodied in the Work Product or Deliverables. Contractor shall grant to the City a nonexclusive, perpetual, royalty-free, world-wide, limited license under copyright to use solely for its own benefit, for internal purposes only, and only with its own personnel and without rights to sublicense, such Contractor intellectual property as is necessary for the City to make the agreed use of the Deliverables as contemplated by this Agreement. The City acknowledges that Contractor's Work Product is comprised of instruments of service for use solely with respect to the project for which they were developed or created, and if the City uses such Work Product or Deliverables other than for the purposes for which the Deliverables were prepared, the City shall do so at its own risk and shall indemnify, defend and hold Contractor harmless from any claims or damages arising therefrom.

11. Notice.

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

<u>To the City</u>:	<u>To Contractor</u>:
Lehi City Corporation	Contractor
Attn:	Attn:

153 North 100 East
Lehi, Utah 84043

[address]
[address]

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

11.3 The designation of any address or individual contemplated by this Section 11 may be changed by notice given in the same manner as provided in this Section 11, and shall not be subject to the restrictions contemplated by Section 16.

12. 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.

13. 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.

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

15. 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.

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

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

18. 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.

19. 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.

20. Governing Law.

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

20.2 Each party agrees that any legal action or proceeding with respect to this Agreement may only be brought in the courts of Utah County, in the State of Utah. Consequently, each party hereby submits itself unconditionally to the jurisdiction and venue of the aforementioned courts. Each party hereby waives, and agrees not to assert by way of motion, as a defense, counterclaim, or otherwise, in any action associated with this Agreement that:

20.2.1 Any party hereto it is not personally subject to the jurisdiction of the aforementioned courts for any reason other than the failure to properly serve process.

20.2.2 Any party or its property is exempt or immune from jurisdiction of the aforementioned courts, or from any legal action commenced in said courts (whether before or after judgment).

20.2.3 To the fullest extent allowed by law, that:

20.2.3.1 The action in any such court set forth above is brought in an inconvenient forum.

20.2.3.2 The venue of any such action is improper.

20.2.3.3 This Agreement, or the subject matter hereof, may not be heard by said courts.

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

20.4 Any and all disputes, controversies or claims between the parties to this Agreement, not settled within twenty (20) days following written notice of such dispute, shall be referred to senior management of the parties for resolution. In the event that the parties are unable to settle the dispute through senior management negotiations as set forth above, all remaining controversies or claims shall then be submitted to mediation within ten (10) days from written

notice by either party to the other of the conclusion of senior management negotiations. Mediation shall follow the Commercial Mediation Rules published by the American Arbitration Association. The parties shall share equally the costs and fees of the mediator and each party shall pay its own costs and attorneys' fees incurred in mediation or any subsequent litigation. This agreement to mediate and any other agreement or consent to mediate entered into in accordance with this Agreement shall be specifically enforceable under the prevailing law of any court having jurisdiction. In the event that the dispute has not been resolved within thirty (30) days following mediation, or such longer period as the parties may agree, either party may initiate formal proceedings against the other party.

21. 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.

[*signature page follows*]

Dated the _____ day of _____, 2021.

Power Engineers Inc.

_____
By:
Its:

STATE OF UTAH)
: ss.
COUNTY OF UTAH)

On this _____ day of _____, 2021, 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 Power Engineers Inc. and that said document was signed by him/her in behalf of said Corporation by Authority of its Bylaws, or (Resolution of its Board) and said _____ acknowledged to me that said Corporation executed the same.

Witness my hand and official seal.

_____
(notary signature)

Dated the _____ day of _____, 2021.

Lehi City Corporation

_____
Mayor Mark Johnson

Attest:

_____
Teisha, Wilson, City Recorder

EXHIBIT B – Contractor's Response to RFP 2021-13

PURCHASE ORDER

LEHI CITY CORPORATION

153 NORTH 100 EAST
LEHI UT 84043

THIS ORDER NUMBER MUST APPEAR ON YOUR INVOICE

6952

LEHI CITY

592151
ISSUED TO: POWER ENGINEERS INC.
P.O. BOX 855321

MINNEAPOLIS MN 55485-5321

SHIP TO: POWER
560 W GLEN CARTER DRIVE
LEHI UT 84043

DEPARTMENT:

PURCHASE ORDER DATE: 07/21/2021

REQ #	QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL	GL ACCOUNT
0	1.00	NORTHPOINT SUBSTATION ENGINEERING	167,519.00	167,519.00	73-50-22-001

TOTAL 167,519.00

Authorized By:

Department Head

City Council Approval Date *

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

Mayor or City Administrator

6950

Lehi City Purchase Requisition Request

Supplier	**Power En**	**Name**	Power Engineers, Inc.	**Vender #**	
		Street	11907 W. 48th ave. suite B	**Date**	**7/20/2021**
		City	Wheat Ridge	**State**	Colorado
		Zip	80033	**Phone**	425-213-0027

Dean Lundell

Power	73-50-22-001	
Requesting Department	**Dept. Account No.**	**Department Head Signature**

Quantity	Unit	Materials and Description	Price	Total
1		Northpoint substation engineering	$204,769.00	$204,769.00
		(Less commissioning and testing)	-$37,250.00	-$37,250.00
		Total		$167,519.00

Justification: *Bid on Cyquest*	Price Determination	
one response	Verbal Quote	
	Informal Bid	
	Written Bid	X
	State Bid	
	Other	

Notes:

$1,000,000.00

North Point Substation Consulting RFP Decision Matrix

Step 1: List options as rows
Step 2: Determine important attributes and add/remove columns, as appropriate
Step 3: Assign relative weights to each attribute in row 9
Step 4: Assign objective 0-100 scores for how option satisfies each attribute
Step 5: Options with the higest scores should be considered

		15	30	15	25	15	100
		15%	30%	15%	25%	15%	100%
Option	Cost	Reputation & Past Performance	Timeline	Experience	Fit/Vision	Score	
Alliance Consulting Engineers	100	37.5	62.5	60	46.25	58	
Electric Power Systems E&D	60	37.5	62.5	61.25	53.75	53	
Intermountain Consumer Prof	90	66.25	67.5	72.5	66.25	72	
Peterson Company	70	51.25	62.5	60	50	58	
Power Engineers	80	78.75	62.5	80	81.25	77	

Notes:

Alliance Consulting Engineers	Cost	Reputation & Past Performance	Timeline	Experience	Fit/Vision
Rater 1	100	30	50	60	40
Rater 2	100	70	100	70	70
Rater 3	100	25	50	60	40
Rater 4	100	25	50	50	35
Total Average	100	37.5	62.5	60	46.25

Electric Power Systems E&D	Cost	Reputation & Past Performance	Timeline	Experience	Fit/Vision
Rater 1	60	30	50	60	50
Rater 2	60	70	100	80	70
Rater 3	60	25	50	50	50
Rater 4	60	25	50	55	45
Total Average	60	37.5	62.5	61.25	53.75

Intermountain Consumer Professional Engineers	Cost	Reputation & Past Performance	Timeline	Experience	Fit/Vision
Rater 1	90	50	50	70	60
Rater 2	90	85	100	90	80
Rater 3	90	60	50	65	65
Rater 4	90	70	70	65	60
Total Average	90	66.25	67.5	72.5	66.25

Peterson Company	Cost	Reputation & Past Performance	Timeline	Experience	Fit/Vision

	15	30	15	25	15	100
	15%	30%	15%	25%	15%	100%

Option	Cost	Reputation & Past Performance	Timeline	Experience	Fit/Vision	Score
Rater 1	70	40	50	50	40	
Rater 2	70	70	100	90	70	
Rater 3	70	45	50	55	50	
Rater 4	70	50	50	45	40	
Total Average	70	51.25	62.5	60	50	

Power Engineers	Cost	Reputation & Past Performance	Timeline	Experience	Fit/Vision
Rater 1	80	80	50	80	75
Rater 2	80	95	100	90	95
Rater 3	80	70	50	75	80
Rater 4	80	70	50	75	75
Total Average	80	78.75	62.5	80	81.25

Agenda Item No: 5

City Council Agenda Item Report

Meeting Date: August 10, 2021
Submitted By: Teisha WIlson
Submitting Department:
Item Type: Action Item
Agenda Section: Regular Agenda

Subject:
SPX Transformer Solutions Contract and Purchase Order
a. Consideration of Resolution #2021-49, approving an agreement with SPX Transformer Solutions for the Purchase of Power Substation Transformers.
b. Approve Purchase Order

Suggested Action:

Attachments:

Res 2021-49.docx

Agreement-North Point Substation Transformers (clean).docx

SPX Transformer Solutions PO.pdf

LEHI CITY

RESOLUTION NO. 2021-49

A RESOLUTION OF THE LEHI CITY COUNCIL APPROVING AN AGREEMENT WITH SPX TRANSFORMER SOLUTIONS, INC. FOR THE PURCHASE OF POWER SUBSTATION TRANSFORMERS

WHEREAS, Lehi City ("City") desires to purchase two transformers for its North Point 138kV Substation;

WHEREAS, the City issued RFP No. 2021-12 to invite qualified firms and companies to bid on the proposed purchase; and

WHEREAS, based on SPX Transformer Solutions' RFP submittal, the City selected and now desires to contract with SPX Transformer Solutions' to purchase the substation transformers as specified in the RFP; and

WHEREAS, on August 10th, 2021, the City Council held a duly noticed public meeting to ascertain the facts regarding this matter, which facts and comments are found in the meeting record; and,

WHEREAS, after considering the facts and comments presented to the City Council, the Council finds: (i) that it should approve an Agreement with SPX Transformer Solutions, Inc.; 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 SPX Transformer Solutions, Inc. 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 10th day of August, 2021.

LEHI CITY

_____

Mark Johnson, Mayor

ATTEST

_____

Teisha Wilson, City Recorder

EXHIBIT “A”

AGREEMENT FOR PURCHASING POWER SUBSTATION TRANSFORMERS

THIS AGREEMENT is made and entered into this ____ day of _____, 2021 between Lehi City, 153 North 100 East, Lehi, Utah 84043 ("City") and SPX Transformer Solutions, Inc., 9011 Governors Row, Dallas, Texas 75247 ("Contractor").

RECITALS

WHEREAS, Lehi City desires to purchase two (2) transformers for its North Point 138-12.47kV Substation; and

WHEREAS, the City prepared the Request for Proposal 2021-12 inviting interested firms to submit a proposal for services to complete design, fabrication, inspection, testing, delivery, dressing, and filling of two (2) three-phase power transformers; and

WHEREAS, Contractor submitted a quotation to provide the transformers, which quote City determined to be the lowest responsible and responsive proposal received, and the City desires to purchase the transformers from Contractor;

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. Agreement and Scope of Work. As requested in RFP 2021-12, attached hereto as Exhibit A and which by this reference is made a part hereof, City hereby agrees to purchase from Contractor and Contractor agrees to sell to City two (2) substation transformers as stated and according to the terms of Quotation 70011159 dated 06/21/2021, attached hereto as Exhibit B, which by this reference is made a part hereof. Units will be designed, manufactured, tested, shipped, sold and invoiced in accordance with SPX Transformer Solutions' Quotation 70011159, dated 06/21/2021 (the "Work").

2. Term. The Work shall commence immediately upon the Effective Date. The Work shall be completed no later than one year from the Effective Date.

3. Consideration Payment. City agrees to pay Contractor One Million Nine Hundred Seventy-Four Thousand Eight Hundred and Seventy-Four Dollars ($1,974,874.00) for the Work which price shall not be exceeded without prior written approval as described in this Agreement.

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. Taxes.

5.1 The price includes all taxes on materials and components required to manufacture the Work. The price does not include state and local sales and use tax applicable to the transaction at the destination location and those taxes will be added to the invoice as a separate item.

6. Indemnification and Insurance.

6.1 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 third-party claims, damages, lawsuits, losses, liabilities, liens, cost, citations, penalties, fines and expenses, including but not limited to reasonable attorneys' fees, but only to the extent 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 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 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 t benefits payable by or for Contractor, or any subcontractor, worker's compensation acts, disability benefit acts, or other employee benefit acts.

6.2 Contractor, at its own expense, shall provide for the payment of workers' compensation benefits to its employees employed on or in connection with the performance of this Agreement, and in accordance with applicable State and

Federal laws.

6.3 Contractor, at its own expense, shall maintain comprehensive general liability insurance, including but not limited to $3,000,000 per occurrence and $4,000,000 in the aggregate.

6.4 Contractor, at its own expense, shall maintain automobile public liability insurance with bodily injury and death limits of at least $250,000 for any one person, and $500,000 for any one occurrence, and a property damage limit per occurrence of $250,000 and $1,000,000 in the aggregate. 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 public liability insurance in amounts satisfying applicable Utah law.

6.5 Before commencing the Scope of Service, 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.

6.6 To the extent permitted by law, 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 Scope of Service has been fully performed by Contractor, and subsequently approved and accepted by the City. Contractor shall provide the City with written notice at least thirty (30) days in advance of any cancellation, termination, or material alteration of said policies of insurance.

7. Section Not Used

8. 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.

9. 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.

10. 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.

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

12. 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.

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

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

15. 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, 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.

16. 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.

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

18. Cancellation or Delay. Any delay, suspension or termination for convenience of an order by City will be subject to Contractor's Cancellation and Delay Policy, as included in Exhibit B.

19. Limitation of Liability. Neither Party shall in any event be liable to the other Party for any indirect, special or consequential damages whatsoever, under any theory of relief, including without limitation, breach of warranty, breach of contract, tort (including negligence), strict liability, or otherwise, arising out of or related to that Party's acts or omissions.

20. 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.

[*signature page follows*]

Dated the _____ day of _____, 2021.

SPX Transformer Solutions, Inc.

_____
By:
Its:

STATE OF UTAH)
: ss.
COUNTY OF UTAH)

On this _____ day of _____, 2021, 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 SPX Transformer Solutions, Inc. and that said document was signed by him/her in behalf of said Corporation by Authority of its Bylaws, or (Resolution of its Board) and said _____ acknowledged to me that said Corporation executed the same.

Witness my hand and official seal.

_____
(notary signature)

Dated the _____ day of _____, 2021.

Lehi City Corporation

_____
Mayor Mark Johnson

Attest:

_____
Teisha, Wilson, City Recorder

EXHIBIT A – RFP 2021-12

EXHIBIT B – Contractor's Response to RFP 2021-12

PURCHASE ORDER

LEHI CITY CORPORATION
153 NORTH 100 EAST
LEHI UT 84043

THIS ORDER NUMBER MUST APPEAR ON YOUR INVOICE **# 6951**

LEHI CITY

589081
ISSUED TO: SPX TRANSFORMER SOLUTIONS, INC
P.O. BOX 277311

ATLANTA GA 30384-7311

SHIP TO: POWER
560 W GLEN CARTER DRIVE
LEHI UT 84043

DEPARTMENT:

PURCHASE ORDER DATE: 07/21/2021

REQ #	QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL	GL ACCOUNT
0	1.00	NORTHPOINT SUBSTATION TRANSFORMERS	1,974,874.00	1,974,874.00	73-50-22-001

TOTAL 1,974,874.00

Authorized By:

Department Head

City Council Approval Date *

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

Mayor or City Administrator

6951

Lehi City Purchase Requisition Request

Supplier	**Name**	SPX Transformer		**Vender #**	
	Street	2701 US Hwy 117 South		**Date**	7/20/2021
	City	Goldsboro	**State**	NC	
	Zip	27530	**Phone**	(800) 758-4384	

Dawn Lundell

Power	73-50-22-001	
Requesting Department	**Dept. Account No.**	**Department Head Signature**

Quantity	Unit	Materials and Description	Price	Total
2		Northpoint Substation Transformers	$987,437.00	$1,974,874.00
		(Replacement for Smaller Bull River transformer)		
		(Unit at Bull River will be placed at Glen Carter sub)		
		Total		$1,974,874.00

Justification:	Price Determination	
See bid evaluaiton documentation	Verbal Quote	
	Informal Bid	
	Written Bid	X
	State Bid	
	Other	

Notes:

$1,000,000.00

North Point Power Transformer Decision Matrix

Step 1: List options as rows
Step 2: Determine important attributes and add/remove columns, as appropriate
Step 3: Assign relative weights to each attribute in row 9
Step 4: Assign objective 0-100 scores for how option satisfies each attribute
Step 5: Options with the higest scores should be considered

	25	25	10	25	15	100
	20%	30%	10%	20%	20%	100%
Option	Cost	Reputation & Past Performance	Timeline	Experience	Fit	Score
Equipment Marketing and Listing Service	80	38	50	35	32	46
Gexpro	30	47	50	47	28	40
HEES Enterprises	40	66	65	73	29	55
Pacific Power Reps	100	31	63	35	29	48
Power West Engineering LLC	70	43	63	43	29	47
Rogers-Strong Associates, Inc	60	79	63	80	80	74
Irby Electrical Distributor	50	45	63	51	71	54
WEG Transformers USA LLC	90	33	63	40	31	48

Notes:

Equipment Marketing and Listing Service	Cost	Reputation & Past Performance	Timeline	Experience	Fit
Rater 1	80	30	100	30	30
Rater 2	80	40	50	40	40
Rater 3	80	35	50	35	25
Rater 4	80	40	50	30	30
Total Average	80	38	50	35	32

Gexpro	Cost	Reputation & Past Performance	Timeline	Experience	Fit
Rater 1	30	30	100	30	30
Rater 2	30	50	50	60	30
Rater 3	30	45	50	45	25
Rater 4	30	45	50	35	30
Total Average	30	47	50	47	28

HEES Enterprises	Cost	Reputation & Past Performance	Timeline	Experience	Fit
Rater 1	40	70	100	70	30
Rater 2	40	75	60	70	30
Rater 3	40	60	50	70	25
Rater 4	40	60	50	80	30
Total Average	40	66	65	73	29

	25	25	10	25	15	100
	20%	30%	10%	20%	20%	100%
Option	Cost	Reputation & Past Performance	Timeline	Experience	Fit	Score

Pacific Power Reps	Cost	Reputation & Past Performance	Timeline	Experience	Fit
Rater 1	100	30	100	30	30
Rater 2	100	20	50	30	30
Rater 3	100	35	50	35	25
Rater 4	100	40	50	45	30
Total Average	100	31	63	35	29

Power West Engineering LLC	Cost	Reputation & Past Performance	Timeline	Experience	Fit
Rater 1	70	30	100	30	30
Rater 2	70	50	50	60	30
Rater 3	70	45	50	45	25
Rater 4	70	45	50	35	30
Total Average	70	43	63	43	29

Rogers-Strong Associates, Inc	Cost	Reputation & Past Performance	Timeline	Experience	Fit
Rater 1	60	90	100	90	90
Rater 2	60	80	50	80	80
Rater 3	60	65	50	70	75
Rater 4	60	80	50	80	75
Total Average	60	79	63	80	80

Troy Electrical Distributor	Cost	Reputation & Past Performance	Timeline	Experience	Fit
Rater 1	50	50	100	50	70
Rater 2	50	50	50	50	70
Rater 3	50	30	50	45	75
Rater 4	50	50	50	60	70
Total Average	50	45	63	51	71

WEG Transformers USA LLC	Cost	Reputation & Past Performance	Timeline	Experience	Fit
Rater 1	90	30	100	30	30
Rater 2	90	30	50	50	30
Rater 3	90	25	50	40	25
Rater 4	90	45	50	40	40
Total Average	90	33	63	40	31

Agenda Item No: 6

City Council Agenda Item Report

Meeting Date: August 10, 2021
Submitted By: Jacob Curtis
Submitting Department: Planning Division
Item Type: Ordinance
Agenda Section: Regular Agenda

Subject:
Consideration of Ordinance #35-2021, a Zone Change on 0.73-acres located at 105 South 500 West changing the zoning from RA-1(residential/agriculture) to R-1-Flex (residential).

Suggested Action:

Attachments:

CC Staff Report Karren Zone Change 08.10.21.docx

Karren Zone Change DRC 06.30.21.docx

Ord 35-2021.docx

Karren ZC aerial.pdf

Karren ZC General Plan.pdf

Karren ZC Zoning.pdf

Karren Zone Change 06.30.21.pdf

KARREN ZONE CHANGE
CITY COUNCIL REPORT

Applicant	James Karren		
Meeting Date	August 10, 2021		
Requested Action/Purpose	Approval of a proposed zone change		
Location	105 South 500 West		
Project Area	0.73 acres		
Existing Zoning	RA-1		
Proposed Zoning	R-1-Flex		
Existing General Plan Land Use Designation	LDR (Low Density Residential)		
Adjacent Zoning and Land Use	*North*	RA-1	Single family residential
	South	RA-1	Single family residential
	East	RA-1	Detached historic secondary structure
	West	RA-1	Single family residential
Date of DRC Review	June 30, 2021		
Date of Planning Commission Review	July 22, 2021		
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. For the efficient implementation of this General Plan Land Use category, and to achieve the goals of the General Plan, the City has created the Flex Zone, which provides a diversity of lot sizes and promotes diversification and stability of neighborhoods. The applicable Zoning District classifications are R-1-12 and R-1-Flex. In cases where a parcel of property is immediately adjacent to existing R-1-10 or R-1-8 Zoning on at least 3 sides, the City may allow zoning/re-zoning of the parcel to an R-1-8 or R-1-10 Zone based on the contiguous zoning.



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, 1852 – This property is part of the original incorporated boundaries of Lehi.

REPORT ANALYSIS

The applicant is seeking approval of a proposed zone change from RA-1 to R-1-Flex for 0.73 acres located at 105 South 500 West. This zone change is consistent with the approved General Plan designation of LDR for the property. The applicant is seeking a zone change as it will allow future development of the property. The applicant has limited street frontage and would not be able to develop a standard lot in the RA-1 zone due to the larger frontage requirement. The overall acreage of the property would limit the applicant to only developing one additional lot because of size constraints.

The DRC had three comments on the proposed zone change, including the following:

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. The applicant needs to be aware that the R-1-Flex Zone has a minimum lot frontage requirement of 80'. Also, on the existing home, enough property needs to be left to meet the minimum rear yard setback of 15' and side yard of 8'. With those limitations, the subdivision of the lot may not be feasible as shown.

Please include the DRC comment in the motion.

POSSIBLE ACTIONS/FINDINGS

The City Council may approve or deny the proposed Zone Change. Please remember to include findings and DRC comments as a part of the motion. Possible findings include:

1. The proposed zone change is consistent with the Low Density Residential designation of the General Plan.
2. The proposed zone change is/is not consistent with the goals and policies of the General Plan;
3. The proposed zone change will/will not unduly affect the uses or proposed uses for nearby properties.
4. The proposed zone change will/will not adversely affect the public health, safety, and welfare of the neighborhoods.

PLANNING COMMISSION RECOMMENDATION

The Planning Commission reviewed the proposed zone change on July 22, 2021. The minutes and motion from this meeting are as follows:

Karren Residential Zone Change
DRC Redline Comments

*James Karren - requests review of a **zone change** on 0.73-acres located at 105 South 500 West changing the zoning from RA-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
Date of Plans Reviewed: 6/22/21
Time Start: 2:23 pm
Time End: 2:25 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. Recommend eventually removing this page from the submittal to avoid confusing the PC and CC. He wants to rezone his entire property.
3. The applicant needs to be aware that the R-1-Flex Zone has a minimum lot frontage requirement of 80'. Also, on the existing home, enough property needs to be left to meet the minimum rear yard setback of 15' and side yard of 8'. With those limitations, the subdivision of the lot may not be feasible as shown.

THIS ITEM WILL BE SCHEDULED FOR PLANNING COMMISSION ON JULY 22, 2021.

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: 325-2021

AN ORDINANCE APPROVING A ZONE DISTRICT DESIGNATION AMENDMENT AND ZONING DISTRICT MAP AMENDMENT LOCATED AT 105 SOUTH 500 WEST

WHEREAS, James Karren, authorized agent for the owner of property located at 105 South 500 West 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 July 22, 2021, 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 August 10, 2021, 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 July 22, 2021; 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 October 25, 2011 (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 35 -2021 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 10th day of August 2021.

ATTEST

_____ _____

Mark Johnson, Mayor Teisha Wilson, City Recorder

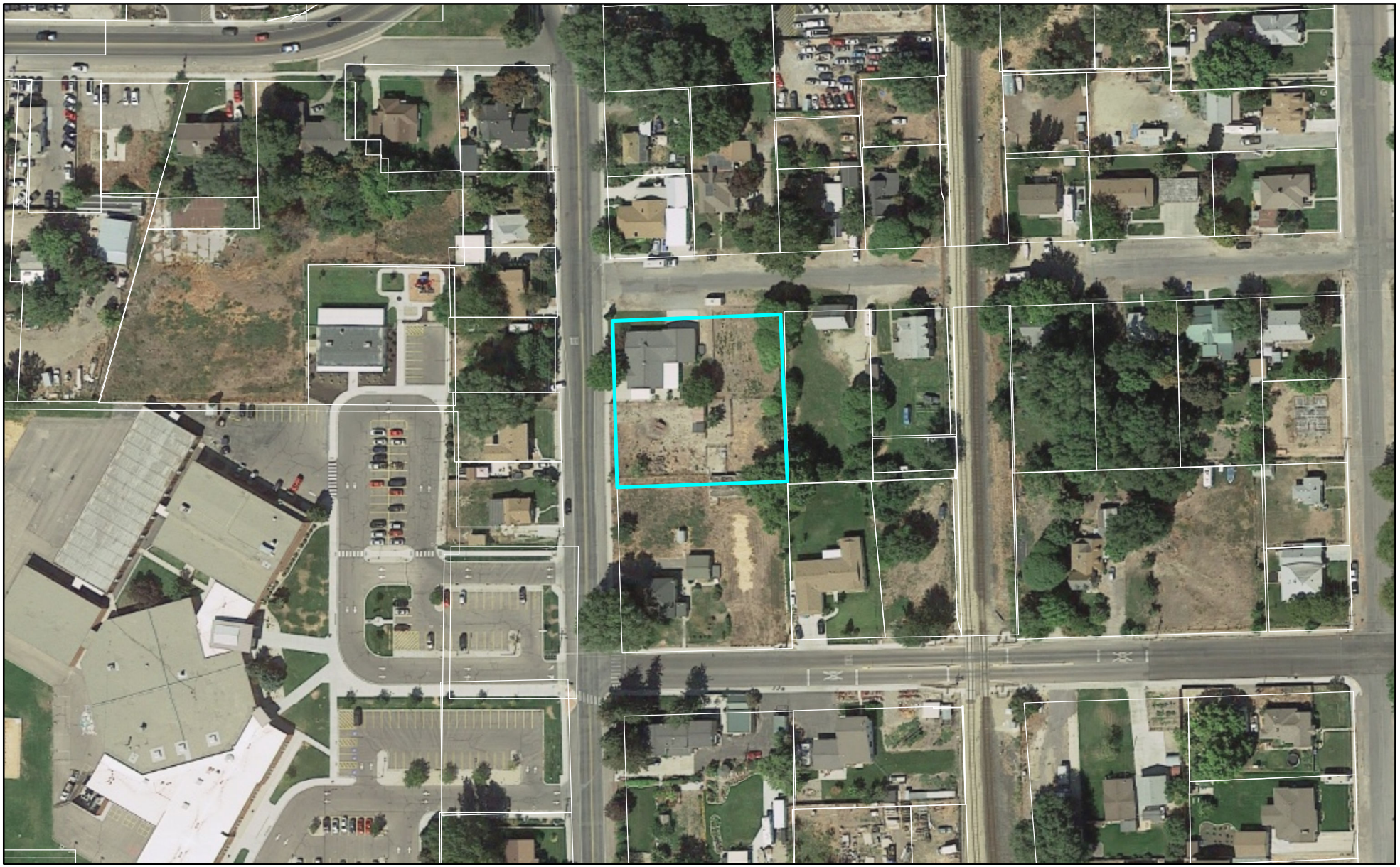
EXHIBIT “A”

KARREN ZONE CHANGE PROPERTY LEGAL DESCRIPTION

ALL OF LOT 3, BLK 22, PLAT A, LEHI CITY SUR.

Karren Zone Change

Aerial

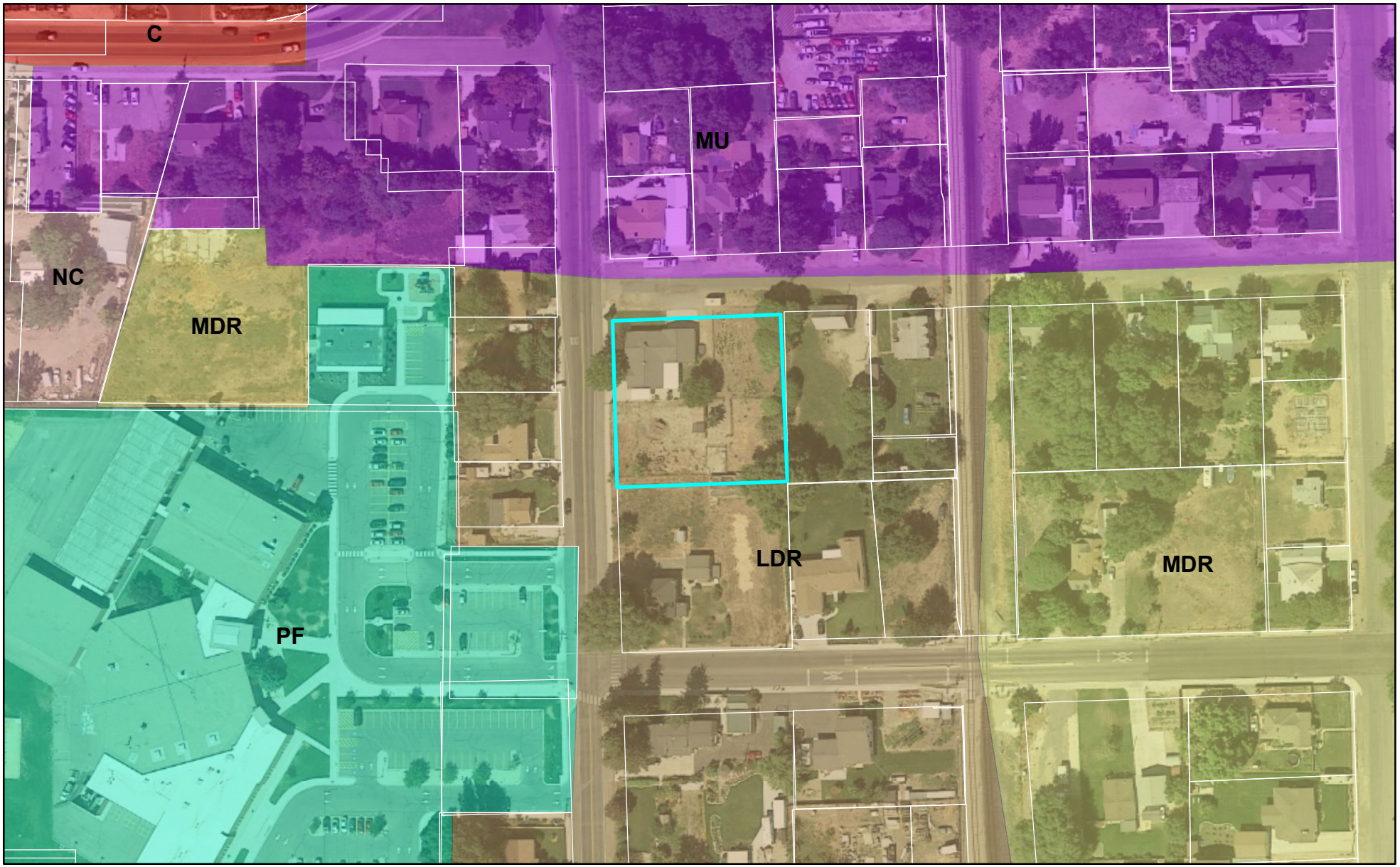


0 175 350 Feet

LEHI CITY

Karren Zone Change

General Plan

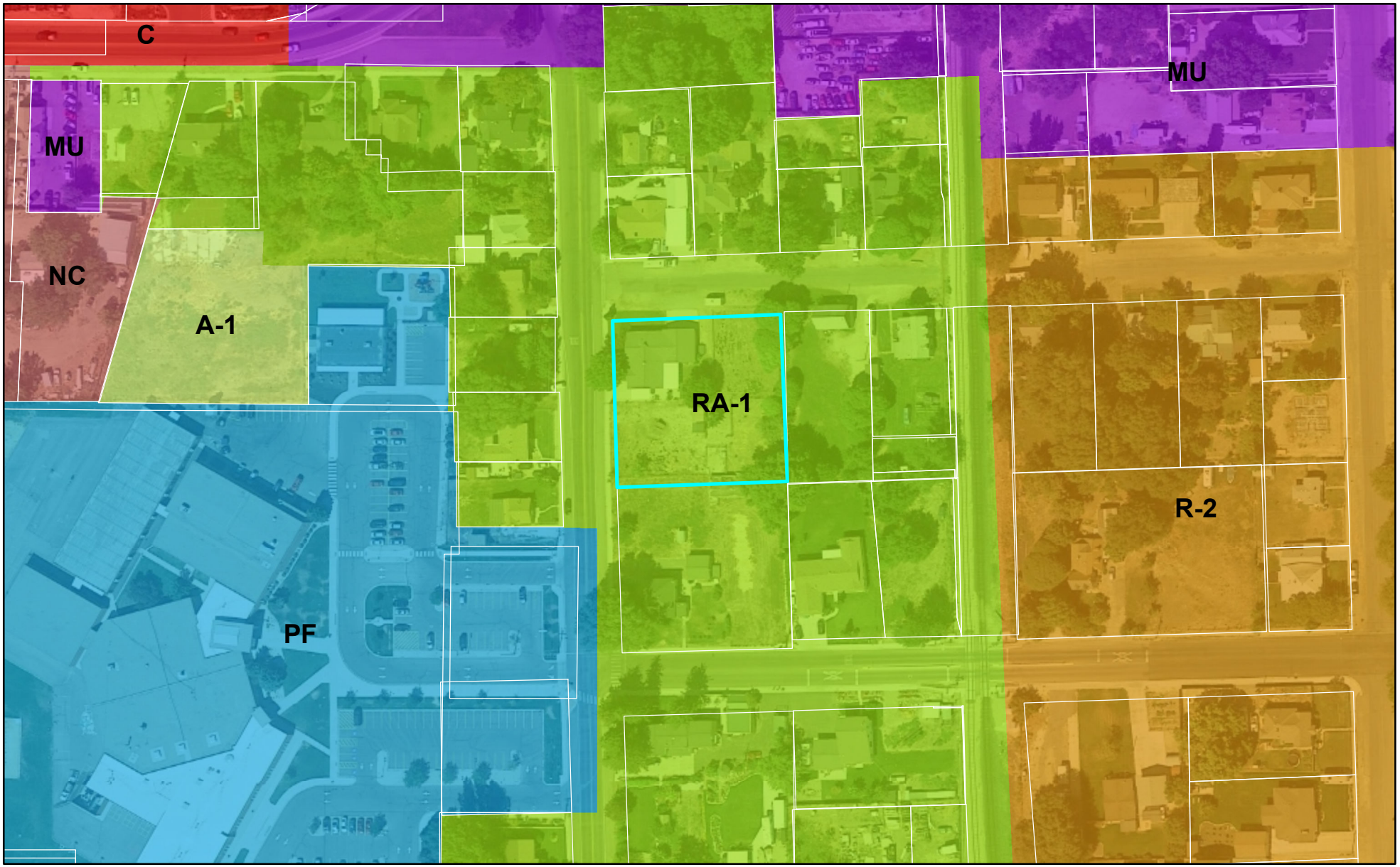


0 175 350 Feet

LEHI CITY

Karren Zone Change

Zoning



0 175 350 Feet

LEHI CITY

I WOULD LIKE TO HAVE MY ZONE CHANGED FROM RA-1 TO R-1-FLEX IN ORDER TO UTILIZE APPROXIMATELY 20,000 SQUARE FEET OF VACANT LAND SURROUNDING MY HOME. THIS ZONING CHANGE GIVES ME THE OPPORTUNITY TO SUB DIVIDE MY PROPERTY ON EITHER SIDE OF ME. EACH PROPERTY WOULD CONSIST OF APPROXIMATELY 13,500 TO 14,900 SQUARE FEET, WHICH GIVES THE HOMEOWNER(S) PLENTY OF RECREATIONAL AREA. MY NEIGHBORS EAST OF ME ARE ALREADY IN THE PROCESS OF BUILDING A NICE HOME. I AM SURE THAT IN THE NEAR FUTURE MORE HOMES WILL BE BUILT NEAR ME. I LOVE MY NEIGHBORHOOD, BUT IT COULD USE AN INFUSION OF YOUNG FAMILIES AND NEW HOMES INSTEAD OF WEEDS AND CLUTTERED YARDS. LIVESTOCK AND AGRICULTURE ZONES HAVE THEIR USES, BUT OUR NEIGHBORHOOD HASN,T SEEN THIS IN YEARS. I FORESEE NOTHING BUT POSITIVE OUTCOMES FROM HOME BUILDING IN MY NEIGHBORHOOD.

THANK YOU

JAMES T. KARREN

Utah County
HEART of UTAH

PROPERTY INFORMATION

mobile view

Serial Number: 01:018:0003 **Serial Life:** 1981...



Total Photos: 2

Property Address: 105 S 500 WEST - LEHI
Mailing Address: 105 S 500 W LEHI, UT 84043-2039
Acreage: 0.73
Last Document: 82346-2014
Subdivision Map Filing
Legal Description: ALL OF LOT 3, BLK 22, PLAT A, LEHI CITY SUR.

Owner Names | Value History | Tax History | Location | Photos | Documents | Aerial Image

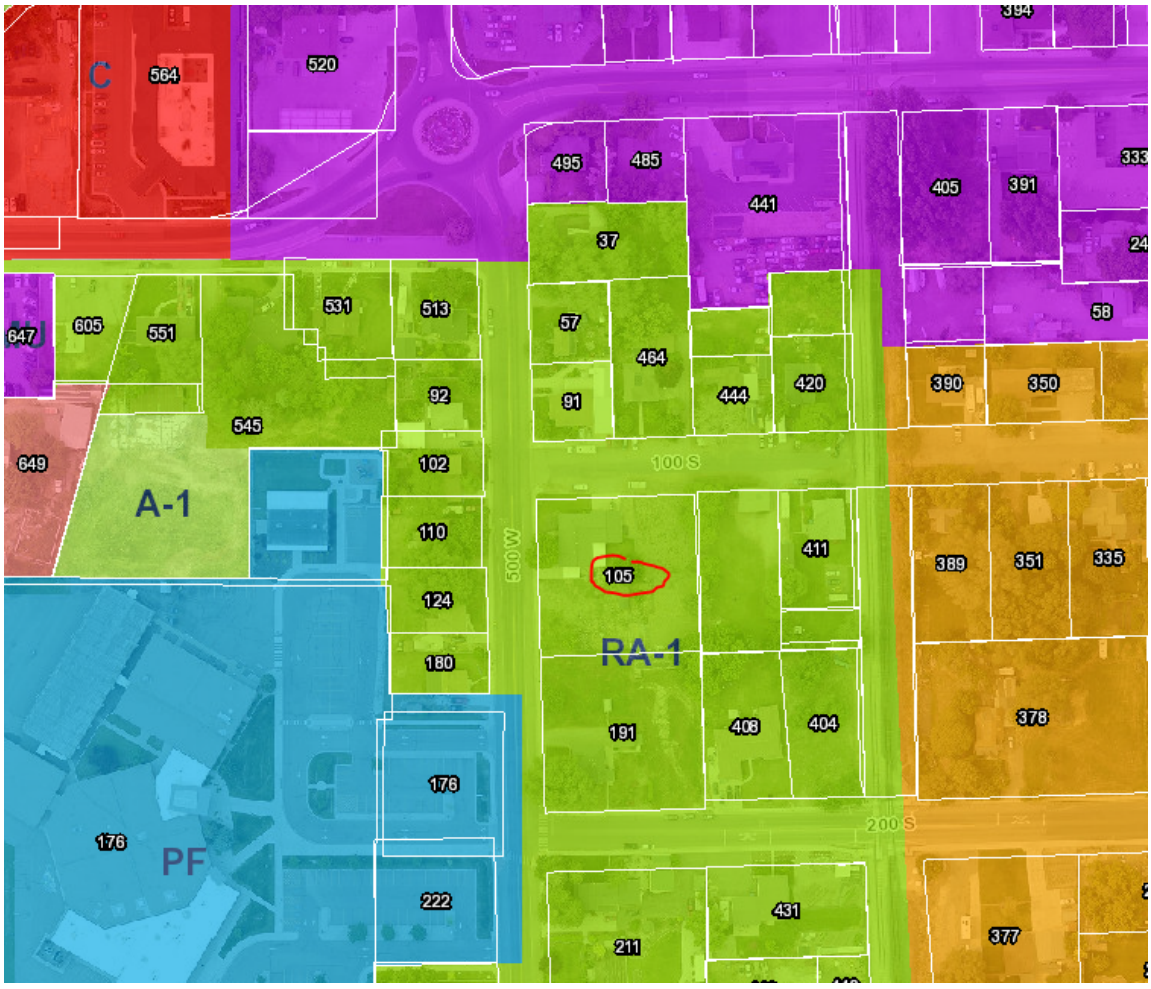
2015...	KARREN, BLAINE W
2015...	KARREN, JAMES T
2015...	KARREN, PATRICIA E
2015NV	KARREN, BLAINE W
2015NV	KARREN, JAMES D
2015NV	KARREN, PATRICIA E
2015NV	KARREN, BLAINE W
2015NV	KARREN, PATRICIA E
2015NV	KARREN, BLAINE W
2015NV	KARREN, PATRICIA E
2015NV	KARREN, PATRICIA E
2007-2014	KARREN, BLAINE W
2007-2014	KARREN, BLAINE W
2007-2014	KARREN, PATRICIA E
2007-2014	KARREN, PATRICIA E
1993-2006	KARREN, BLAINE W
1993-2006	KARREN, PATRICIA E
1981-1992	KARREN, BLAINE

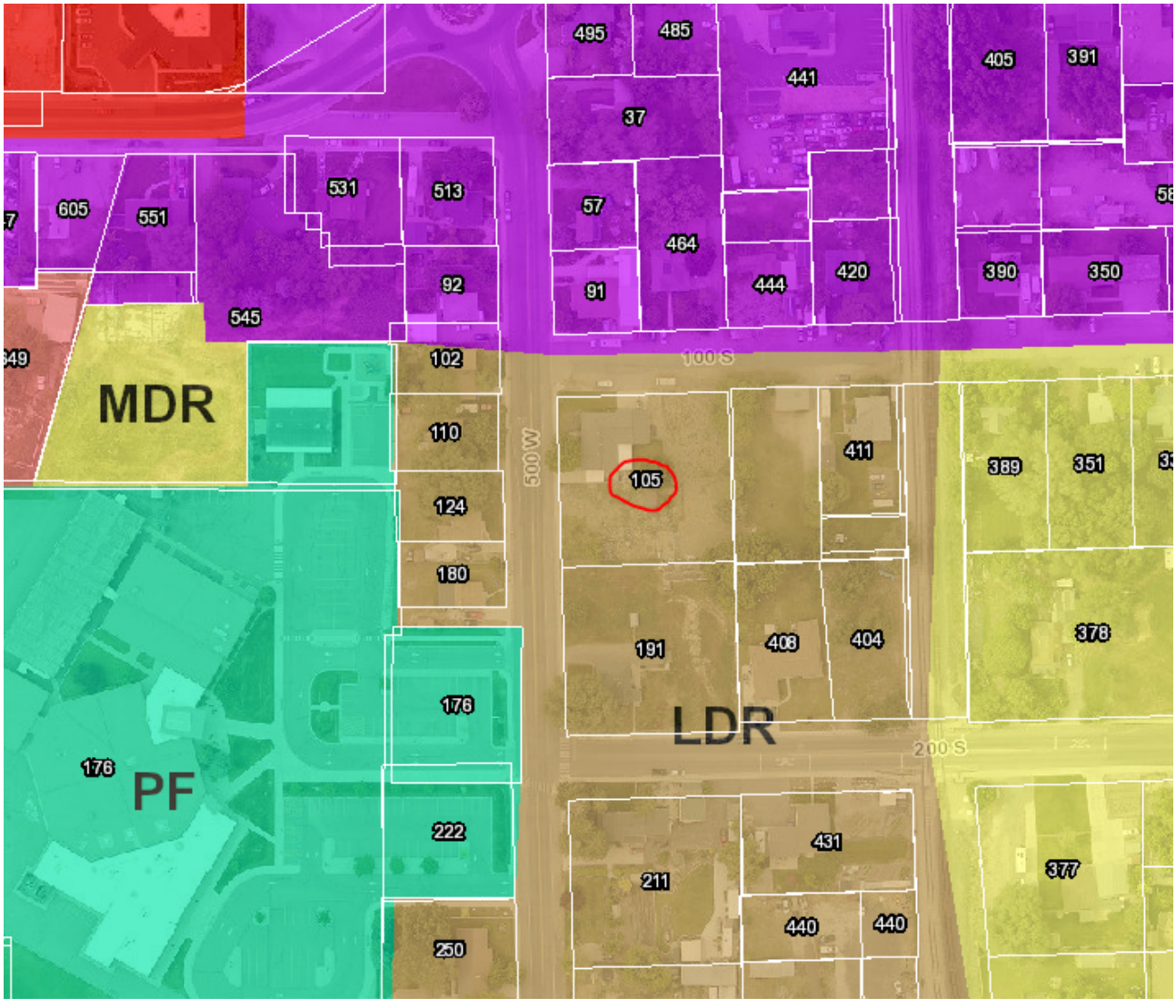
Appraisal Information

Main Menu

Comments or Concerns on Value/Appraisal - Assessor's Office
Documents/Owner/Parcel information - Recorder's Office
Address Change for Tax Notice

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Agenda Item No: 7

City Council Agenda Item Report

Meeting Date: August 10, 2021
Submitted By: Jacob Curtis
Submitting Department: Planning Division
Item Type: Action Item
Agenda Section: Regular Agenda

Subject:
Consideration of Preliminary subdivision approval for Robinson Ranch, a 3-lot residential subdivision located at 1251 South 500 West. (This item was tabled at the July 27, 2021 meeting)

Suggested Action:

Attachments:

CC Staff Report Robinson Ranch Preliminary Subdivision 08.10.21.docx

Robinson Ranch Preliminary Subdivision DRC 06.23.21.docx

Robinson Ranch Aerial.pdf

Robinson Ranch General Plan.pdf

Robinson Ranch Zoning.pdf

Robinson Ranch Preliminary Subdivision 06.23.21 plans.pdf

ROBINSON RANCH PRELIMINARY SUBDIVISION
CITY COUNCIL REPORT

Applicant	Gavino Gutierrez		
Meeting Date	August 10, 2021		
Requested Action/Purpose	Approval of a proposed preliminary subdivision		
Location	1251 South 500 West		
Existing General Plan Designation	VLDR		
Existing Zoning	RA-1 & TH-5		
Existing Land Use	Single family residential		
Number of Lots/Units	3 lots		
Adjacent Zoning and Land Use	*North*	TH-5	Undeveloped
	South	RA-1	Lehi Park View Subdivision
	East	RA-1	Lehi Park View Subdivision
	West	R-1-22	Cottonwood Estates Plat D Subdivision
Date of DRC Review	June 23, 2021		
Date of Planning Commission Review	July 8, 2021		
Assigned Planner	Jacob Curtis		

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.

PROPERTY HISTORY

August 14, 2007 – This property was annexed into Lehi as part of the 500 West 1100 South Annexation.
September 22, 2020 – A zone change on part of this property was approved to change the zoning to RA-1.

REPORT ANALYSIS

The applicant is requesting preliminary subdivision approval of the Robinson Ranch Subdivision. The proposed subdivision will include two developable single-family lots in the RA-1 zone and leave the remainder of the property in an undevelopable TH-5 parcel. This report will discuss the proposed layout and DRC comments.

Proposed Layout

The proposed subdivision will include two single-family lots on 0.925 acres. This results in a density of 2.16 units per acre, which meets the requirement of the RA-1 zone. The lots are 25,310 square feet and 15,000 square feet. Both lots meet the minimum size and frontage requirements for the RA-1 zone.

The DRC did work with the applicant to show future improvements on the remainder parcel, including future 1200 South road layout and the Powerline Trail alignment. The remainder parcel is not a buildable parcel without the future improvements.

DRC Comments

The DRC had four comments including the following:

1. Recommend payment in lieu of detention at time of final subdivision

Please consider all DRC comments in the motion.

POTENTIAL FINDINGS

The City Council may approve, approve with modifications, or deny the proposed Robinson Ranch Preliminary Subdivision. Please remember to include findings and DRC comments as a part of the motion. Possible findings include:

1. The proposed subdivision is consistent with the VLDR (Very Low Density Residential) General Plan land use designation and RA-1 zoning.
2. The proposed subdivision meets the requirements of the Lehi City Development Code regarding subdivision approvals.
3. Other findings based upon information presented at the public hearing.

PLANNING COMMISSION RECOMMENDATION

The Planning Commission reviewed the proposed preliminary subdivision on July 8, 2021. The minutes and motion from this meeting are as follows:

2.4) Public hearing and recommendation of Gavino Gutierrez's request for preliminary subdivision review of Robinson Ranch, a 3-lot residential subdivision located at 1251 South 500 West.

Brittney Harris presented information on the agenda item.

The applicant, Gavion Gutierrez, was present.

Commissioner Nielsen opened and closed the public comment, noting there were not any online comments.

Motion: Commissioner Eyre moved to send a positive recommendation, with the findings??? including all DRC comments and findings stated in the report. Commissioner Ellis seconded. All in favor.

> **Motion:** Commissioner Eyre moved to send a positive recommendation of **Gavino Gutierrez's request for preliminary subdivision review of Robinson Ranch, a 3-lot residential subdivision located at 1251 South 500 West**; including all DRC comments and findings stated in the report. Commissioner Ellis seconded.
>
> **Vote**: Commissioner Nielsen, yes; Commissioner Everett, no; Commissioner Hemmert, yes; Commissioner Ellis; Commissioner Bunker, yes; Commissioner Eyre, yes; Commissioner Newall, yes. The motion passed unanimously.

Robinson Ranch Preliminary Subdivision
DRC Redline Comments

Gavino Gutierrez – requests preliminary subdivision review of Robinson Ranch, a 3-lot residential subdivision located at 1251 South 500 West.

DRC Members Present: Glade Kirkham, Garion Rowett, Kevin Beck, Greg Allred, Kim Struthers, Gary Smith, Joshua Bunnell, Ross Dinsdale, Trent Dyer, Luke Seegmiller
Date of Plans Reviewed: 06/14/21

DRC REDLINE COMMENTS:
Glade – Power: No comments
Garion – Fire: No comments
Greg – Water/Sewer:
1. Remove catch basin, piping and pour in place manhole. Water with sheet flow in the curb to existing catch basin to the South.
2. Cut of 3.05' to FL of 24" RCP does not work.

Trent – Parks: No comments
Gary – Building/Inspections: No comments
JD – Streets:
3. Add Lehi City curb and gutter detail.

Ross – Engineering:
4. Recommend payment in lieu of detention at time of final subdivision

Kim – Planning: No comments

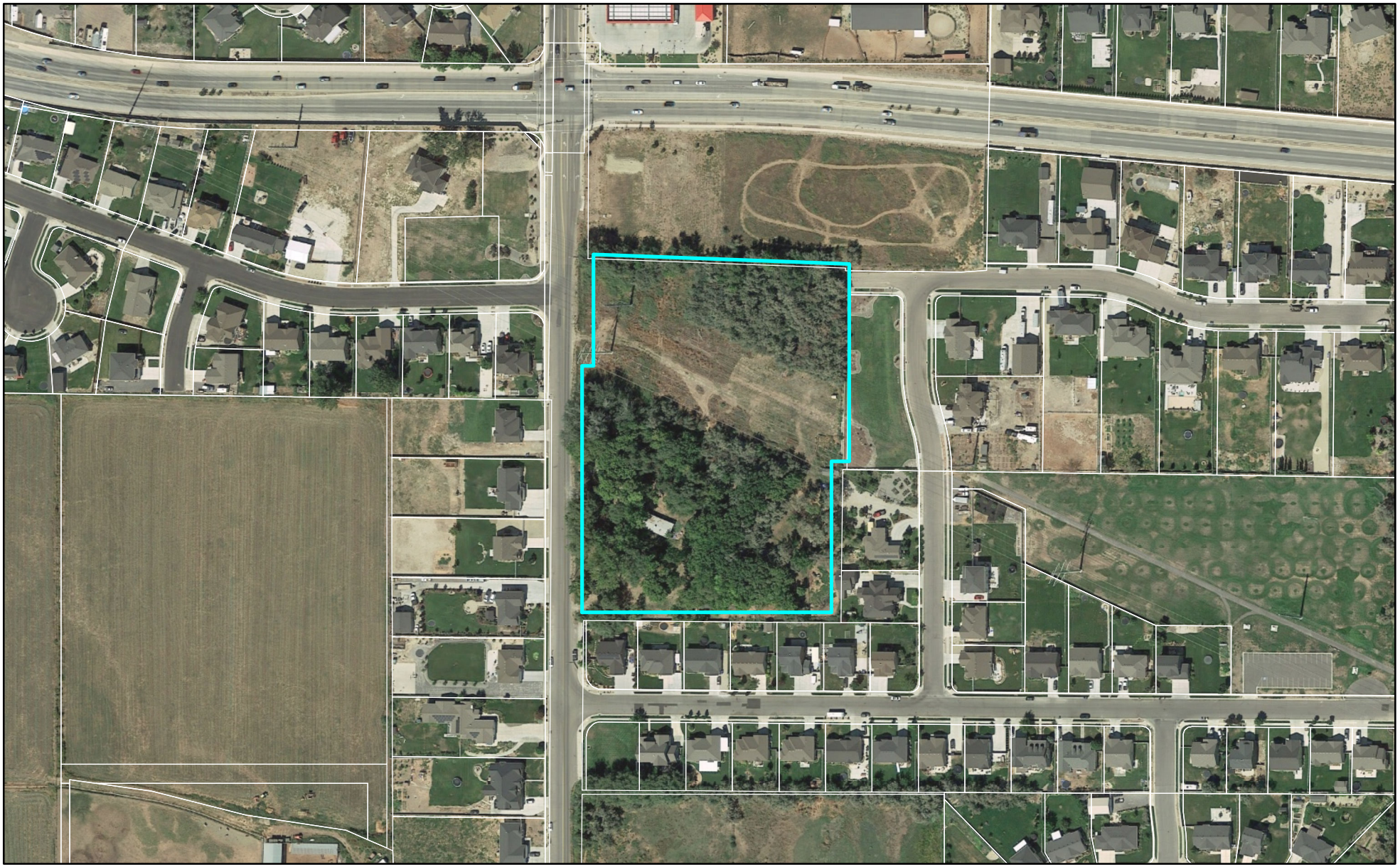
General Comments
1. RMP asset transfer agreement required. All ATA costs by developer.
2. Recommend that when the trail has a final design and is built that it curves near 500 W to run north along the east side of the road so it heads towards Pioneer Crossing. The 500 W and 1200 S sidewalks can just tie in perpendicularly to the trail.

THIS ITEM WILL BE SCHEDULED FOR PLANNING COMMISSION ON JULY 8, 2021

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.

Robinson Ranch Preliminary Subdivision

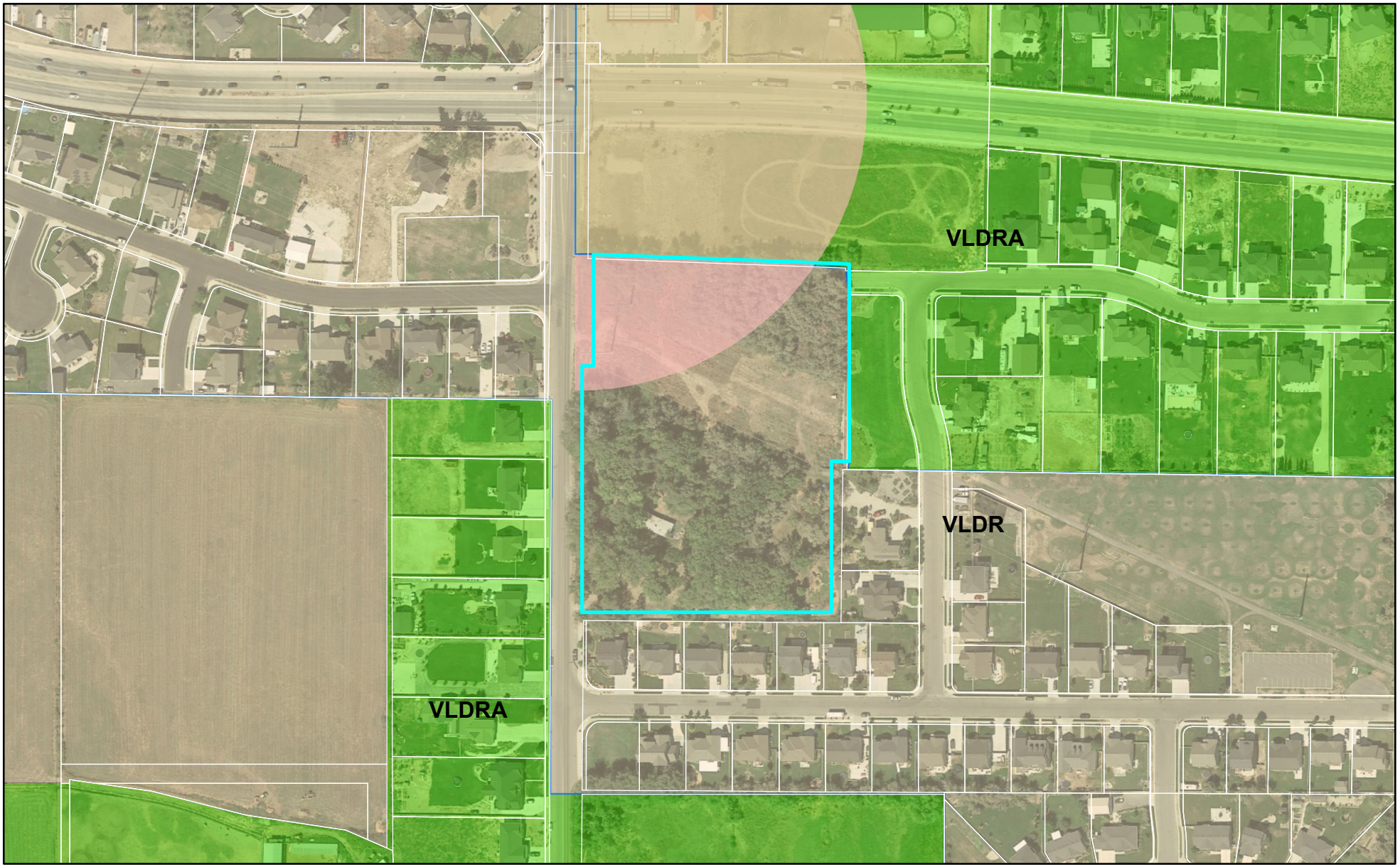
Aerial



LEHI CITY

Robinson Ranch Preliminary Subdivision

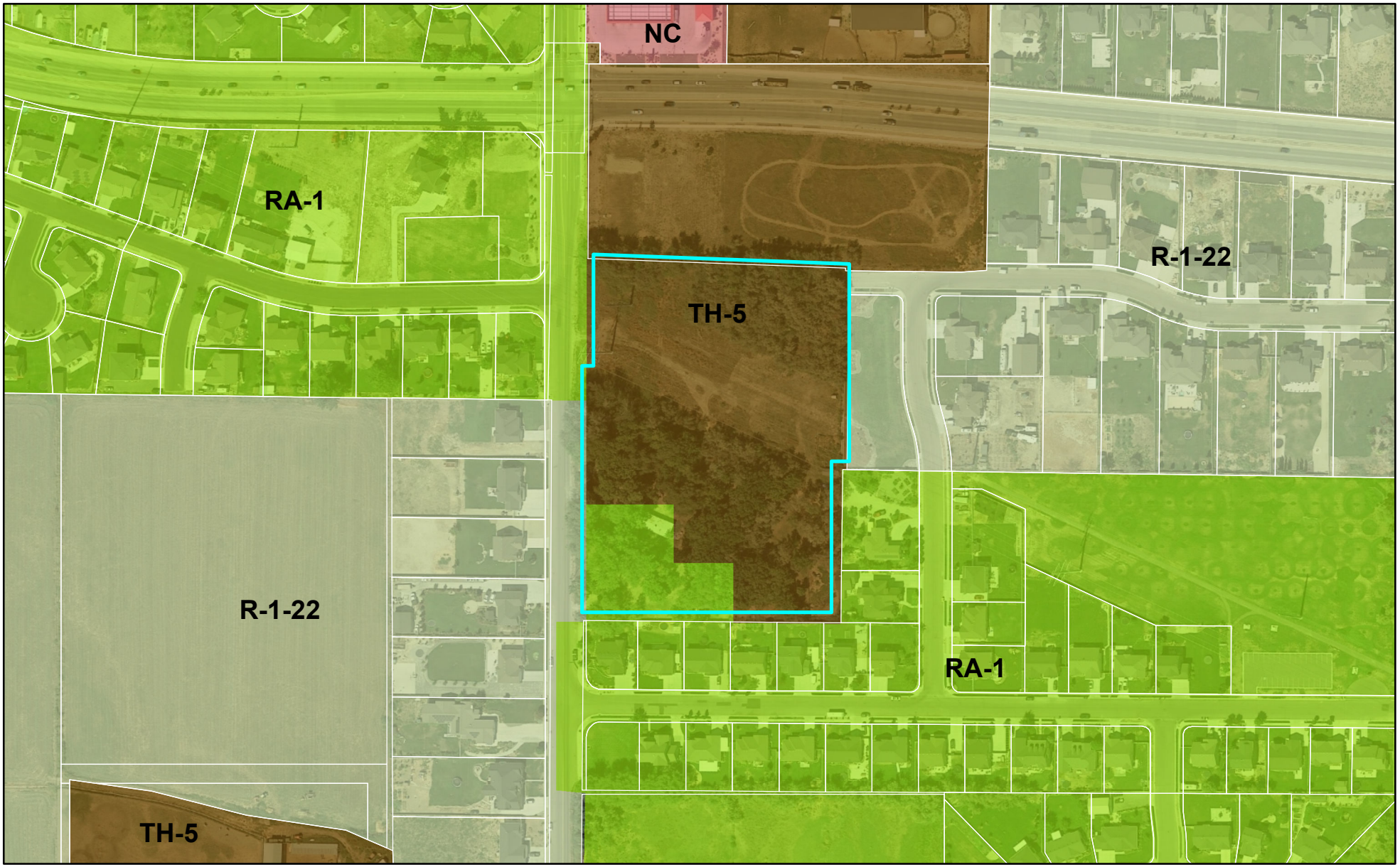
General Plan



LEHI CITY

Robinson Ranch Preliminary Subdivision

Zoning

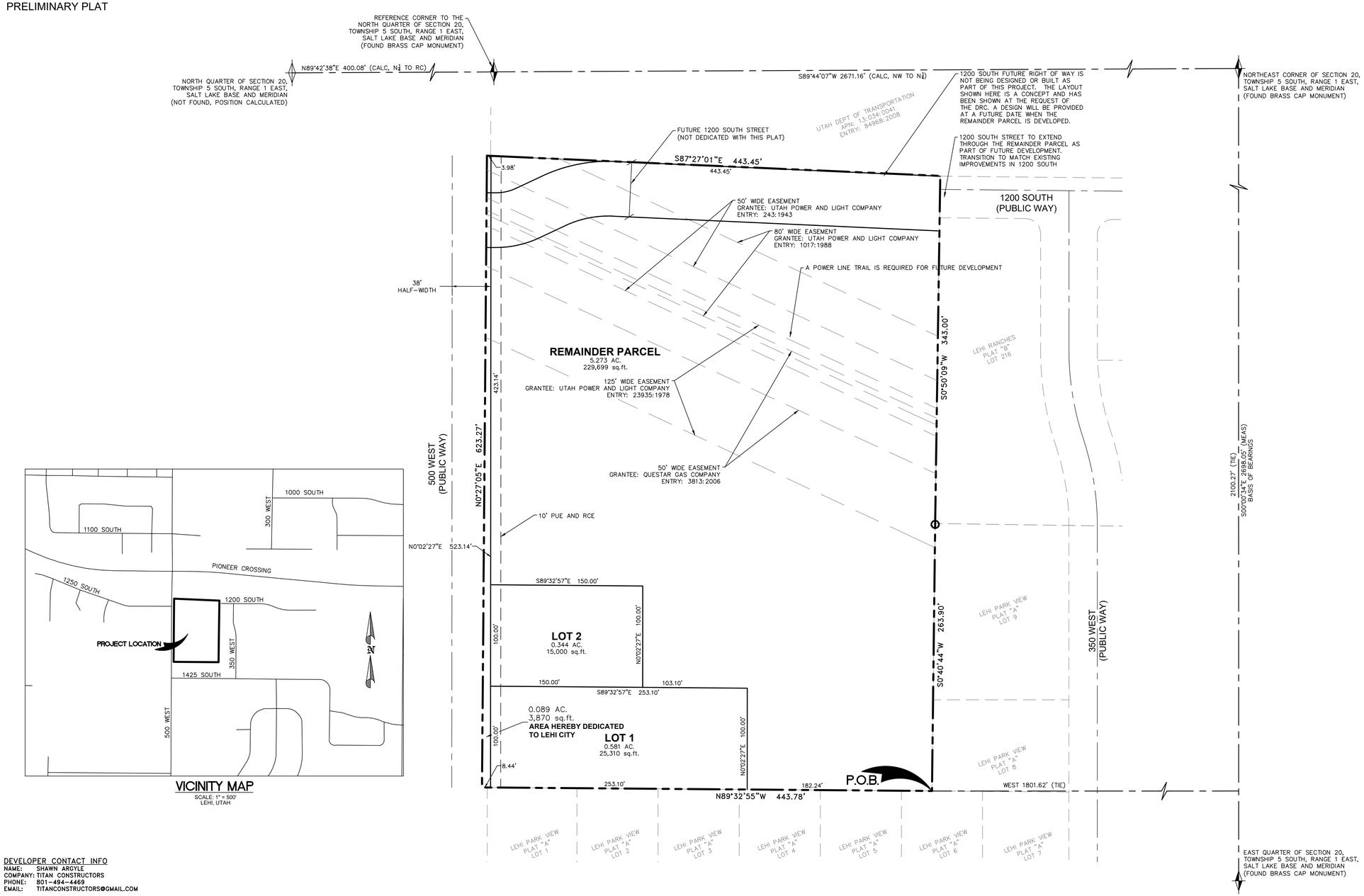


0 280 560 Feet

LEHI CITY

THE ROBINSON RANCH SUBDIVISION

LOCATED IN THE NORTHEAST QUARTER OF SECTION 20,
TOWNSHIP 5 SOUTH, RANGE 1 EAST,
SALT LAKE BASE AND MERIDIAN
RESIDENTIAL SUBDIVISION
PRELIMINARY PLAT



VICINITY MAP
SCALE: 1" = 500'
LEHI, UTAH

DEVELOPER CONTACT INFO
NAME: SHAWN ARGYLE
COMPANY: TITAN CONSTRUCTORS
PHONE: 801-494-4469
EMAIL: TITANCONSTRUCTORS@GMAIL.COM

WILDING ENGINEERING
14721 South Heritage Crest Way
Bluffdale, Utah 84065
801.553.8112
www.wildingengineering.com

NOTES:
1. THE REMAINDER PARCEL IS NOT A BUILDABLE PARCEL WITHOUT FUTURE IMPROVEMENTS.

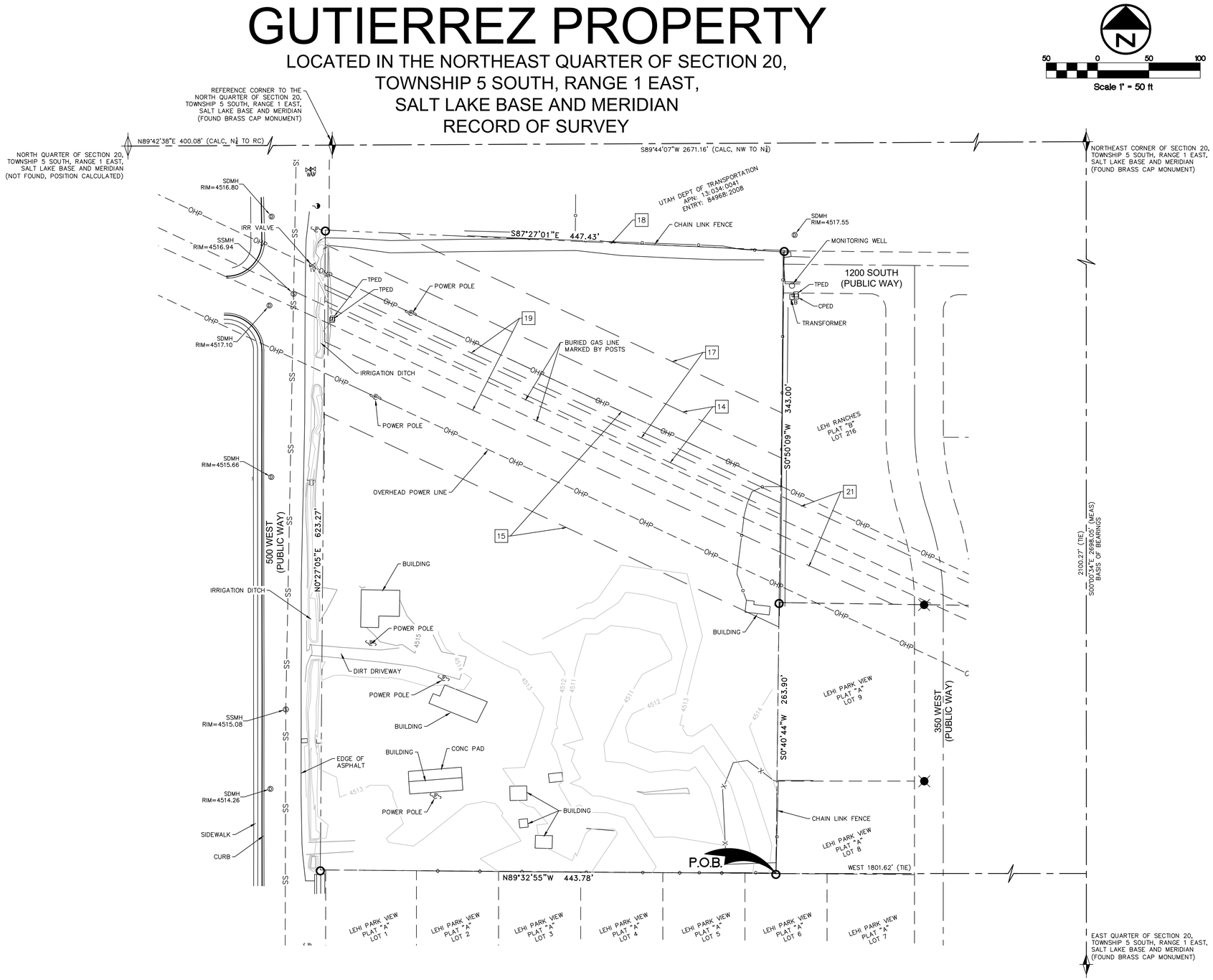
AREA TABULATIONS

TOTAL ACREAGE:	6.287
LOTS:	3
UNITS PER ACRE:	0.48
DEDICATION ACREAGE:	0.043

G:\DATA\20153 1351 S 500 W Lehi Subdivision - Titan Construction\dwg\20153 Plat.dwg
PLOT DATE: May 13, 2021

GUTIERREZ PROPERTY

LOCATED IN THE NORTHEAST QUARTER OF SECTION 20, TOWNSHIP 5 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN RECORD OF SURVEY



50 0 50 100

Scale 1" = 50 ft

SURVEYOR'S CERTIFICATE:

I, KAGAN M. DIXON, SALT LAKE CITY, UTAH, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR AND THAT I HOLD LICENSE NO. 9061091 AS PRESCRIBED BY THE LAWS OF THE STATE OF UTAH; THAT I HAVE MADE A SURVEY OF THE FOLLOWING DESCRIBED PROPERTY; THAT THIS PLAT CORRECTLY SHOWS THE TRUE DIMENSIONS OF THE BOUNDARIES SURVEYED AND OF THE VISIBLE IMPROVEMENTS AFFECTING THE BOUNDARIES AND THEIR POSITION IN RELATIONSHIP TO SAID BOUNDARIES.

KAGAN M. DIXON No. 9061091 8/11/2020 STATE OF UTAH

BOUNDARY DESCRIPTION

COMMENCING EAST 26.5 RODS AND NORTH 600 FEET FROM THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF SECTION 20, TOWNSHIP 5 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN; THENCE NORTH 424.886 FEET; THENCE EAST 19.945 FEET; THENCE NORTH 191.434 FEET; THENCE SOUTH 87°54'44" EAST 440.347 FEET; THENCE SOUTH 340.279 FEET; THENCE WEST 30 FEET; THENCE SOUTH 260 FEET; THENCE WEST 430 FEET; THENCE NORTH 15°57'35" EAST .001 FEET TO THE POINT OF BEGINNING.

AS-SURVEYED DESCRIPTION

A TRACT OF LAND BEING SITUATE IN THE NORTHEAST QUARTER OF SECTION 20, TOWNSHIP 5 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, HAVING A BASIS OF BEARINGS OF SOUTH 00°00'34" EAST BETWEEN THE NORTHEAST AND THE EAST QUARTER OF SAID SECTION 20, SAID TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT WHICH IS SOUTH 00°00'34" EAST ALONG THE SECTION LINE A DISTANCE OF 2100.27 FEET AND WEST 1801.62 FEET FROM THE EAST QUARTER OF SAID SECTION 20, SAID POINT BEING THE SOUTHWEST CORNER OF LOT 8, LEHI PARK VIEW PLAT "A", ON FILE WITH THE OFFICE OF THE SALT LAKE COUNTY RECORDER; THENCE NORTH 89°32'55" WEST ALONG THE NORTH LINE OF SAID SUBDIVISION A DISTANCE OF 443.78 FEET; THENCE NORTH 00°27'05" EAST 623.27 FEET; THENCE SOUTH 87°27'01" EAST 447.43 FEET TO A POINT ON THE PROLONGATION OF THE WEST LINE OF LEHI RANCHES PLAT "B" SUBDIVISION, ON FILE WITH THE OFFICE OF THE UTAH COUNTY RECORDER; THENCE SOUTH 00°50'09" WEST ALONG SAID WEST LINE A DISTNACE OF 343.00 FEET TO THE NORTHWEST CORNER OF SAID LEHI PARK VIEW PLAT "A" SUBDIVISION; THENCE SOUTH 00°40'44" WEST ALONG THE WEST LINE OF SAID SUBDIVISION A DISTANCE OF 263.90 FEET TO THE POINT OF BEGINNING.

CONTAINS 273,879 SQUARE FEET OR 6.287 ACRES, MORE OR LESS.

BASIS OF BEARINGS

THE BASIS OF BEARINGS FOR THIS SURVEY IS SOUTH 00°00'34" EAST BETWEEN THE NORTHEAST CORNER AND THE EAST QUARTER OF SECTION 20, TOWNSHIP 5 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN.

NARRATIVE OF BOUNDARY

WILDING ENGINEERING WAS RETAINED BY THE CLIENT TO ESTABLISH ON THE GROUND THE SURVEYED PROPERTY AS SHOWN HEREON. THE TITLE DESCRIPTION DOES NOT APPEAR TO MATCH ADJOINING PROPERTIES. THE SOUTH AND EAST LINES WERE HELD ALONG ADJOINING SUBDIVISIONS. OCCUPATION LINES OF THIS AGREES WITH THE LOCATION OF THE BOUNDARY IN THIS POSITION. THE NORTH LINE WAS ESTABLISHED BASED UPON THE "BEST FIT" LOCATION OF AN EXISTING FENCE WHICH IS CALLED TO AND ALONG IN A BOUNDARY LINE AGREEMENT RECORDED AS ENTRY NO. 37056:1990. THE WEST LINE WAS ESTABLISHED BY EXTENDING THE WEST BOUNDARY OF LEHI RANCHES PLAT "B" TO THE NORTH LINE OF THE SURVEYED PROPERTY. UPON REDEVELOPMENT OF THE PROPERTY, DEDICATION WILL BE LIKELY BE REQUIRED TO MEET THE 70' RIGHT-OF-WAY (35' HALF-WIDTH) WIDTH DEDICATED WITH OTHER PLATS.

TOPOGRAPHIC CONTOURS SHOWN HEREON ONLY ARE WITHIN THE AREA REQUESTED BY THE CLIENT.

GENERAL NOTES

(1) OTHER DOCUMENTS USED IN THE PREPARATION OF THIS SURVEY:
1. ALTA COMMITMENT FOR TITLE INSURANCE ISSUED BY OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY AS FILE NO. L36118E, DATED JUNE 30, 2020.
2. OTHER DOCUMENTS AS SHOWN ON THIS MAP

(2) WILDING ENGINEERING SURVEYED ABOVE GROUND VISIBLE EVIDENCE OF STRUCTURES THAT WOULD INDICATE THE POSSIBILITY OF AN EXISTING EASEMENT OR ENCUMBRANCE ON THE PROPERTY, HOWEVER WE RELIED UPON THE TITLE COMPANY TO RESEARCH THE COUNTY RECORDS FOR RECORDED EASEMENTS AND OTHER RECORDED ENCUMBRANCES THAT WOULD AFFECT THE PROPERTY AND THAT MAY OR MAY NOT BE READILY VISIBLE ON THE SITE TO BE SURVEYED AND SHOWN ON THIS MAP. WE REFERRED TO SCHEDULE B, PART 2 OF THE TITLE REPORT TO OBTAIN THIS INFORMATION.

(3) EXCEPTIONS AS SHOWN IN THE ABOVE REFERENCED TITLE REPORT HAVE BEEN ADDRESSED AS FOLLOWS:

1-13 NOT ADDRESSED BY THIS SURVEY.

14 THE EFFECTS OF THAT CERTAIN EASEMENT IN FAVOR OF UTAH POWER & LIGHT COMPANY RECORDED JANUARY 13, 1943 AS ENTRY NO. 243:1943 IN THE OFFICIAL RECORDS OF THE UTAH COUNTY RECORDER'S OFFICE.
SURVEY NOTE: SHOWN HEREON.

15 THE EFFECTS OF THAT CERTAIN EASEMENT IN FAVOR OF UTAH POWER & LIGHT COMPANY RECORDED JUNE 19, 1978 AS ENTRY NO. 23935:1978 IN THE OFFICIAL RECORDS OF THE UTAH COUNTY RECORDER'S OFFICE.
SURVEY NOTE: SHOWN HEREON.

16 THE EFFECTS OF THAT CERTAIN EASEMENT IN FAVOR OF UTAH POWER AND LIGHT COMPANY RECORDED JANUARY 14, 1988 AS ENTRY NO. 1016:1988 IN THE OFFICIAL RECORDS OF THE UTAH COUNTY RECORDER'S OFFICE.
SURVEY NOTE: DOES NOT AFFECT OR TOUCH THE SURVEYED PROPERTY.

17 THE EFFECTS OF THAT CERTAIN EASEMENT IN FAVOR OF UTAH POWER AND LIGHT COMPANY RECORDED JANUARY 14, 1988 AS ENTRY NO. 1017:1988 IN THE OFFICIAL RECORDS OF THE UTAH COUNTY RECORDER'S OFFICE.
SURVEY NOTE: SHOWN HEREON.

18 THE EFFECTS OF THAT CERTAIN BOUNDARY LINE AGREEMENT BY AND BETWEEN NYLE MARLIN COX AND LAUREL KAY H. COX RECORDED NOVEMBER 07, 1990 AS ENTRY NO. 37056:1990.
SURVEY NOTE: THIS IS THE NORTH LINE OF THE SURVEYED PROPERTY SHOWN HEREON.

19 THE EFFECTS OF THAT CERTAIN EASEMENT IN FAVOR OF QUESTAR GAS COMPANY RECORDED JANUARY 11, 2006 AS ENTRY NO. 3813:2006 IN THE OFFICIAL RECORDS OF THE UTAH COUNTY RECORDER'S OFFICE.
SURVEY NOTE: SHOWN HEREON.

20 NOT ADDRESSED BY THIS SURVEY.

21 THE EFFECTS OF THAT CERTAIN EASEMENT IN FAVOR OF QUESTAR GAS COMPANY RECORDED JULY 21, 2006 AS ENTRY NO. 92719:2006 IN THE OFFICIAL RECORDS OF THE UTAH COUNTY RECORDER'S OFFICE.
SURVEY NOTES: THIS EASEMENT IS NOT CONTAINED WITHIN THE SURVEYED PROPERTY. HOWEVER, IT DOES ADJOIN THE GAS EASEMENT WHICH IS LOCATED WITHIN THE PROPERTY NOTED AS EXCEPTION 19.

22 NOT ADDRESSED BY THIS SURVEY.

LEGEND

- FOUND SECTION CORNER
- SECTION LINE
- EXISTING ROW CENTERLINE
- SET 5/8 REBAR AND CAP (WILDING ENGINEERING)
- (BOUNDARY LINE)
- ADJACENT PROPERTY / ROW LINE
- FOUND PLUG

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G:\DATA\20153 1351 S 500 W Lehi Subdivision - Titan Construction\dwg\20153 ROS.dwg
PLOT DATE: Jun 14, 2021

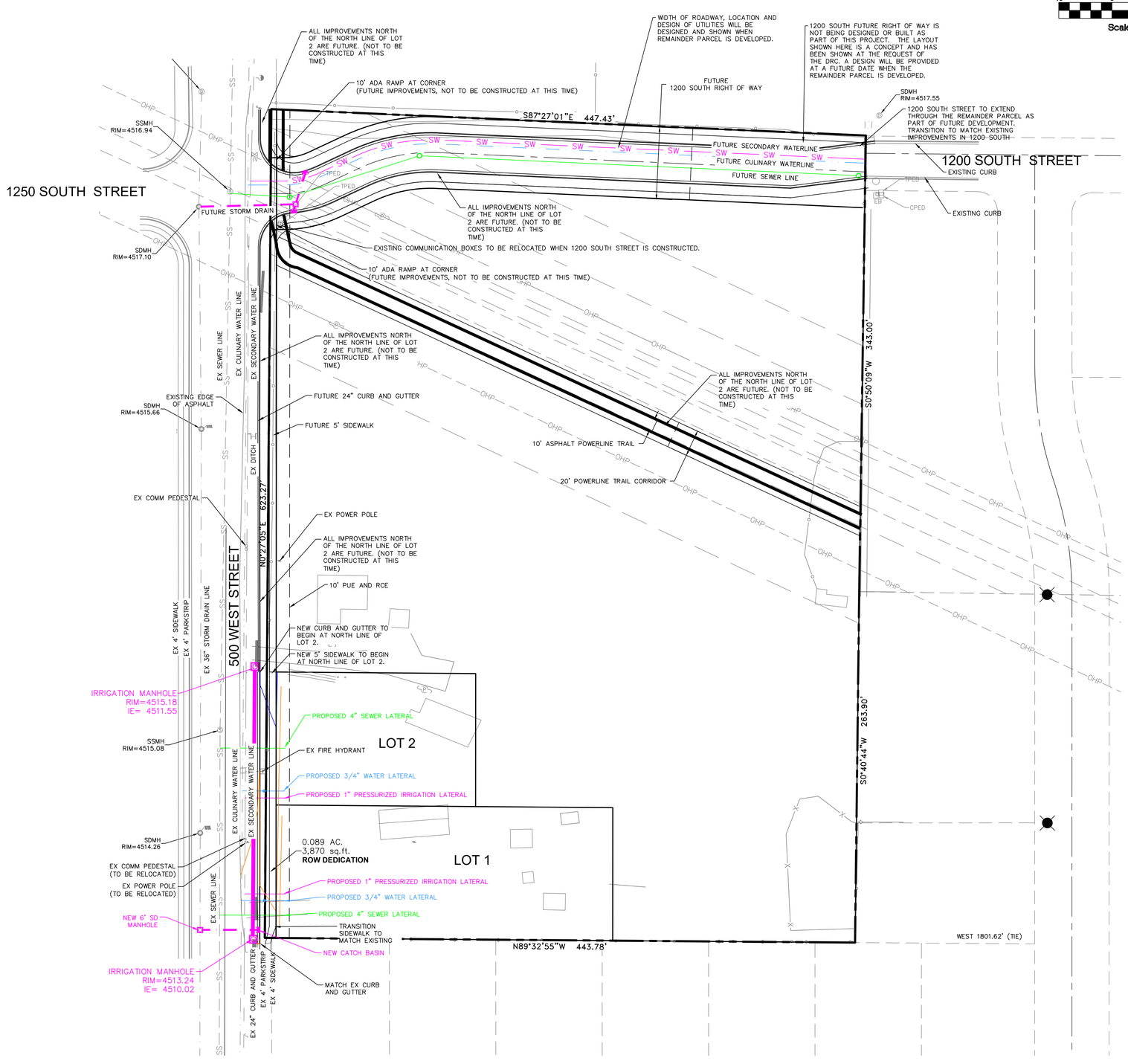
UTILITY STATEMENT:
THE UNDERGROUND UTILITIES SHOWN HEREON HAVE BEEN LOCATED FROM FIELD OBSERVATIONS AND UTILITY MARKINGS. THE SURVEYOR MAKES NO GUARANTEE THAT THE UNDERGROUND UTILITIES SHOWN HEREON COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN HEREON ARE IN THE EXACT LOCATION INDICATED, ALTHOUGH THE SURVEYOR DOES STATE THAT THE UTILITIES SHOWN HEREON ARE LOCATED AS ACCURATELY AS POSSIBLE, FROM INFORMATION AVAILABLE AT THE TIME THE SURVEY WAS CONDUCTED. THE SURVEYOR HAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES AND THE EXACT LOCATION OF SOME UTILITIES MAY REQUIRE FURTHER FIELD INVESTIGATION OR EXCAVATION TO DETERMINE THEIR PRECISE LOCATIONS.

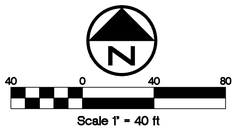
NO.	REVISION	DATE

DRAWING TITLE	RECORD OF SURVEY
PROJECT NAME	GUTIERREZ PROPERTY
LOCATION	1251 S 500 W
DRAWN	KMD
CHECKED	KMD
COUNTY	UTAH
DATE	08/10/2020
SCALE	1" = 50'
SHEET	1 OF 1

THE ROBINSON RANCH SUBDIVISION

SITE AND UTILITY PLAN





WILDING ENGINEERING
14721 South Heritage Crest Way
Bluffdale, Utah 84065
801.553.8112
www.wildingengineering.com

DRAWING NOTES:
1. DRAINAGE ON LOTS TO BE RETAINED ON EACH INDIVIDUAL LOT.

G:\DATA\20153 1351 S 500 W Lehi Subdivision - Titan Construction\dwg\20153 Base.dwg
PLOT DATE: May 13, 2021

NO.	REVISION	DATE

PROJECT INFORMATION

THE ROBINSON RANCH SUBDIVISION

SITE AND UTILITY PLAN

LEHI, UTAH

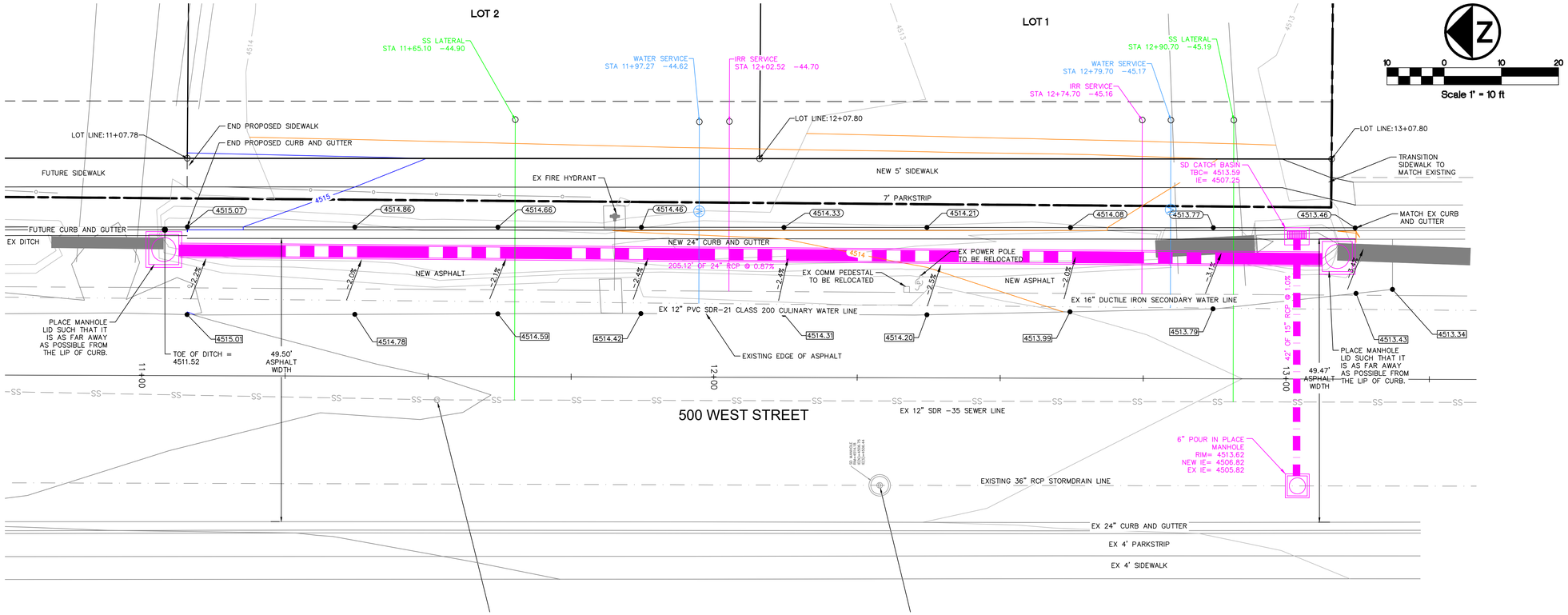
DRAWN	CHECKED	PROJECT #
JRP	JRP	20153

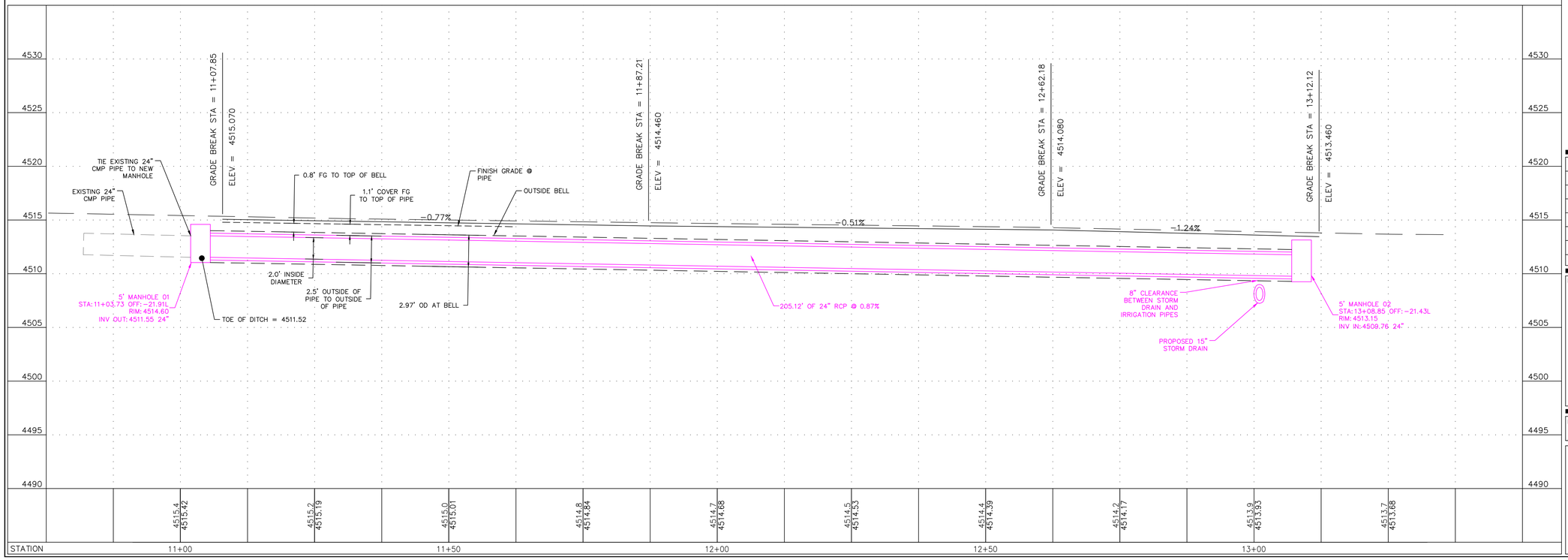
DATE: 11/04/20

SCALE: 1" = 40'

SHEET: C101

ENGINEER'S STAMP





WILDING
ENGINEERING
14721 South Heritage Crest Way
Bluffdale, Utah 84065
801.553.8112
www.wildingengineering.com

DRAWING NOTES:

1. ALL IMPROVEMENTS WITHIN PUBLIC RIGHT OF WAY SHALL MEET LEHI CITY STANDARDS AND SPECIFICATIONS.
2. THE DRIVEWAY FOR LOT 2 SHALL BE LOCATED NORTH OF THE EXISTING FIRE HYDRANT.
3. THE MANHOLES FOR THE EXISTING IRRIGATION LINE ARE TO BE LOCATED TO BE OUTSIDE THE PROPOSED CURB.

G:\DATA\20153 1351 S 500 W Lehi Subdivision - Titan Construction\dwg\20153 Base.dwg
PLOT DATE: May 13, 2021

NO.	REVISION	DATE

PROJECT INFORMATION

THE ROBINSON RANCH SUBDIVISION

FRONTAGE IMPROVEMENTS
STA 11+00 - 13+25
LEHI, UTAH

DRAWN	CHECKED	PROJECT #
JRP	JRP	20153

DATE 01/25/21
HORIZONTAL SCALE 1" = 10'
VERTICAL SCALE 1" = 5'
SHEET C102
ENGINEER'S STAMP

Agenda Item No: 8

City Council Agenda Item Report

Meeting Date: August 10, 2021
Submitted By: Brittney Harris
Submitting Department: Planning Division
Item Type: Action Item
Agenda Section: Regular Agenda

Subject:

Consideration of Preliminary and Final subdivision approval for the Gerber Plat C, consisting of 4 single family lots located at 2295 North Center Street.

Suggested Action:

Attachments:

CC Staff Report Gerber Plat C Subdivision 08.10.21.docx

Gerber Plat C Preliminary and Final Subdivision DRC 07.07.21.docx

Gerber Plat C Narrative.pdf

Gerber Plat C Plat.pdf

Gerber Plat C Plan.pdf

Aerial Map.pdf

General Plan Map.pdf

Zoning Map.pdf

GERBER PLAT C PRELIMINARY AND FINAL SUBDIVISION
CITY COUNCIL REPORT

Applicant	The Signe Johnson Gerber Trust		
Meeting Date	August 10, 2021		
Requested Action/Purpose	Approval of a proposed preliminary and final subdivision		
Location	2295 North Center Street		
Existing General Plan Designation	Very Low Density Residential (VLDR)		
Existing Zoning	R-1-15/A-1		
Existing Land Use	Single Family Home and Undeveloped Lot		
Number of Lots/Units	Four Lots		
Adjacent Zoning and Land Use	*North*	R-1-12	Single Family Homes
	South	R-1-15	Single Family Homes
	East	R-1-12/A-1	Single Family Homes
	West	RA-1	Single Family Homes
Date of DRC Review	July 7, 2021		
Date of Planning Commission Review	July 22, 2021		
Assigned Planner	Brittney Harris		

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.

Section 37.030. Connectivity Standards.

1. Cul-de-sac Length Standards. Maximum cul-de-sac lengths allowed shall be required based on the project density as identified on the following table of maximum cul-de-sac lengths:

Density	Cul-de-sac Length
0-2.5 DU/AC	400 ft.
2.6+ DU/AC	250 ft.

PROPERTY HISTORY

May 30, 1990 Property came into the City as part of the Gerber Annexation

May 25, 1993 City Council approved the Gerber Plat A Subdivision

REPORT ANALYSIS

The applicant requests approval of the Gerber Plat C subdivision, subdividing Lot 3 of Gerber Plat A. The proposed subdivision includes three new residential lots and one large lot with the existing home on it. The large lot has the potential for further subdividing in the future.

This proposed subdivision has split zoning and includes a cul-de-sac.

Zoning
The proposed subdivision includes two different zones. Lots one to three have R-1-15 zoning, while lot 4 is zoned A-1. All the lots meet the minimum lot size for their zone and the frontage requirements.

Connectivity
The proposed subdivision includes a cul-de-sac that is 267 feet in length. Because no stub roads exist on neighboring properties and this is infill development with all the surrounding lots already developed, an exception can be made allowing the cul-de-sac. The cul-de-sac length works for the density of the project. This does not meet the 1.5 index score required for this density; however, with the existing conditions it justifies an exception.

DRC Comments
The DRC reviewed the proposed subdivision and had eight redline comments. They mostly related to cleaning up the plat and providing more information. Please consider including all DRC comments in your motion.

POSSIBLE MOTIONS AND FINDINGS

The City Council can make a motion to approve or deny the proposed subdivision. Any motion should include findings. Possible findings include:

1. The proposed subdivision meets the requirements for both zones.
2. The proposed subdivision meets the requirements of the Lehi City Development Code in regards to subdivision approvals.
3. The proposed subdivision justifies exceptions to the connectivity standards due to the existing adjacent development.
4. Other findings based upon information presented at the public hearing.

PLANNING COMMISSION RECOMMENDATION

The Planning Commission reviewed the proposed preliminary subdivision on June 22, 2021. The minutes and motion from that meeting follow:

2.6) Public hearing and recommendation of the Signe Johnson Geber Trust's request for preliminary subdivision review of Gerber Plat C, 4 single family lots located at 2295 North Center Street.

Chairman Nelson asked clarifying questions.

Applicant was present but chose not to address the commissioners.

Chairman Nelson opened public hearing.

Chairman Nelson closed public hearing.

Motion: Commissioner Ellis moved to send a positive recommendation of **the Signe Johnson Geber Trust's request for preliminary subdivision review of Gerber Plat C, 4 single family lots located at 2295 North Center Street**; including all DRC and findings stated in the report. Commissioner Bunker seconded..

Vote: Commissioner Nielsen, yes; Commissioner Ellis; Commissioner Bunker, yes; Commissioner Hereth, yes; Commissioner Jackson, yes; Commissioner Newell, yes. The motion passed unanimously.

Gerber Plat C Preliminary and Final Subdivision
DRC Redline Comments

Andrew Spencer- request preliminary and final subdivision review of the Gerber Plat C, a 4-lot residential development located at 2295 North Center Street in an R-1-15 zone.

DRC Members Present: Glade Kirkham, Garion Rowett, Greg Allred, Kim Struthers, Gary Smith, Joshua Bunnell, Ross Dinsdale, Trent Dyer, Luke Seegmiller
Representatives of the Applicant Present: Andy Spencer
Date of Plans Reviewed: 6/29/21
Time Start: 2:43
Time End: 2:53

DRC REDLINE COMMENTS:
Glade – Power:
1. Provide PUE/power easement to west boundary from the end of the cul-de-sac (To serve RMP purchase). RMP Customer purchase (ATA) required. - Estimate in progress.

Garion – Fire: No comments
Greg – Water/Sewer:
2. Provide FL elevation for 12" pipe linking sumps together.
3. This proposed 4' manhole will need to be a cast in place box. FL depth of 2.86' will not allow for a prefab manhole.
4. Specify location of driveway for lot 2 on the plat.

Trent – Parks: No comments
Gary – Building/Inspections:
5. Remove “other than residential” setback note from plat.

JD – Streets:
6. Remove note Min. place thickened concrete at driveway
7. Fix Labeling

Ross – Engineering: No comments
Luke- Traffic: No comments
Kim – Planning:
8. Change "chairman" to "chair" on Planning Commission signature block and remove "men" from beginning of owner's dedication.

PRIOR TO PRECONSTRUCTION MEETING:
1. Provide an engineer’s cost estimate for the cost of all improvements.
2. 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).
3. 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.
4. Include surveyor’s and engineer’s stamps and signatures on the construction drawings.
5. Show lot addresses on the final plat (must coordinate with Planning Division).
6. Submit Storm Water Pollution Prevention Plan (SWPPP) through ComplianceGo.com for review by Lehi Public Works (call Rochelle with Public Works at 385-201-1900 with questions).
7. Schedule a SWPPP inspection through Lehi City Water Dept. (call 385-201-1900). This should be the last item completed prior to scheduling a preconstruction meeting.
8. Provide a Long Term Storm Water Management Plan and Agreement to Planning Division for review and approval (signed by Mayor). Final Agreement to be recorded by developer.
9. Provide evidence of a recorded IV Injection Well with the State (for sump and stormbrixx)
10. Address any comments or conditions from City Council approval.
11. Plans need to be signed by Community Development Director and Public Works Director before precon can be scheduled
12. Planner needs to sign off on building plans prior to the precon meeting

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.

PRIOR TO RECORDING OF PLAT:

1. Provide a Mylar of the final plat for recording with the owners notarized signature(s).
2. Include surveyor's and engineer's stamps and signatures on the plat.
3. Submit a title report to be reviewed by Lehi City Attorney.
4. 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.
5. Provide a signed easement verification sheet (for proposed public utility easements on the plat).
6. Provide a recorded copy of required boundary line agreement(s).
7. Provide a signed original copy of the CC&Rs to record with the plat (to be reviewed by City Attorney).
8. Warranty deed/title insurance (open space, detention, City park property, City trails, some road dedication). Title insurance policies on each to be obtained through Marnae at Vanguard Title 801-610-1670
9. All City utilities/infrastructure has been accepted and signed off by all Lehi City Inspectors.

DRC GENERAL COMMENTS:

1. Please note that ALL of the DRC Redline and Prior to Recording of Plat comments MUST be completed before a preconstruction meeting can be scheduled.
2. 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 set of 24x36-inch plans submitted to the Planning Division office. When changes need to be made to a check set, revise the affected sheets only. Each new submittal will require a revision date on each new sheet. It is the responsibility of the applicant to follow through with completing the check-off items.
3. 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.
4. 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.
5. Developer is responsible to purchase, move or remove any existing Rocky Mountain Power facilities. Additionally, the Developer is responsible for all costs associated for the purchase of RMP equipment by Lehi City Power. These costs are separate from infrastructure, impact fees, and connection fees.
6. Developer is responsible to furnish adequate rights of way or easements for construction of off-site power line extensions.
7. Residential developments shall complete all required private improvements prior to commencing construction on units totaling more than 80% of the allowed units in the development.
8. The approval of a development shall be effective for a period of two (2) years from the date the development is approved by the Planning Commission or City Council, whichever is applicable.
9. Approved vehicle access for firefighting shall be provided to all construction or demolition sites. Vehicle access shall be provided to within 100 feet of temporary or permanent fire department connections. Vehicle access shall be provided by either a twenty (20) foot minimum width temporary or permanent road, capable of supporting vehicle loading under all weather conditions. Vehicle access shall be kept clear of all fencing, barricades, dumpsters, vehicles, construction materials and debris and maintained until permanent fire apparatus access roads are available.

THIS ITEM WILL BE SCHEDULED FOR PLANNING COMMISSION ON JULY 22nd

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.

April 26, 2021

Brittney Harris, Planner

Lehi City Planning and Zoning

153 North 100 East

Lehi, Utah 84043

Subject: Gerber Property – 2295 North Center Street – Preliminary Plat and Final Plat Application

Ms. Harris,

Please find attached the completed application for the Gerber Subdivision, Plat 'C'. As you are aware, our intent in applying for the R-1-15 zone designation was to facilitate a small subdivision containing three new +/- 15,000 square foot lots and one remainder lot containing the existing home. The new lots conform with the requirements of the R-1-15 zone.

The property contains a detention basin that was placed in a temporary location when family property was developed to the north of our parcel. We have discussed with Lehi City Engineering the challenges of the detention basin relocation given the adjacent steep slopes to the south and soil composition of the property. We are requesting that as a part of the development approvals, the easement that was dedicated for the temporary detention basin be vacated. Our proposal is that the subdivision meet the Low-Impact Design (LID) requirement via an underground sump system. Any remaining detention that is more than this sump system can process be piped to the City storm drain in Center street. We request that a "fee-in-lieu" approach to satisfying the detention requirement be implemented.

Scott Gerber
Wayne Gerber

GERBER SUBDIVISION, PLAT 'C'

NOTES:
1. THE PUBLIC UTILITY EASEMENTS DEDICATED HERON MAY BE CHANGED, OR REMOVED WITHOUT FURTHER MODIFICATION OF THE SUBDIVISION PLAT, PROVIDED THE MODIFICATION IS APPROVED IN WRITING BY LEHI CITY AND THE ASSOCIATED DOCUMENTATION RECORDED WITH THE OFFICE OF THE UTAH COUNTY RECORDER.

2. THIS SUBDIVISION IS A MODIFICATION OF LOT 3, PLAT "A", GERBER SUBDIVISION, ENTRY NO. 35620, AS RECORDED IN THE UTAH COUNTY RECORDER'S OFFICE. LESS AND EXCEPTING A TRACT OF LAND CONVEYED TO LEHI CITY, ENTRY 27870:2017 AS RECORDED IN THE UTAH COUNTY RECORDER'S OFFICE.

ZONING/DENSITY TABLE		
ZONE	LOTS	AVERAGE AREA
R-1-15	1-3	15,580
A-1	4	136,560

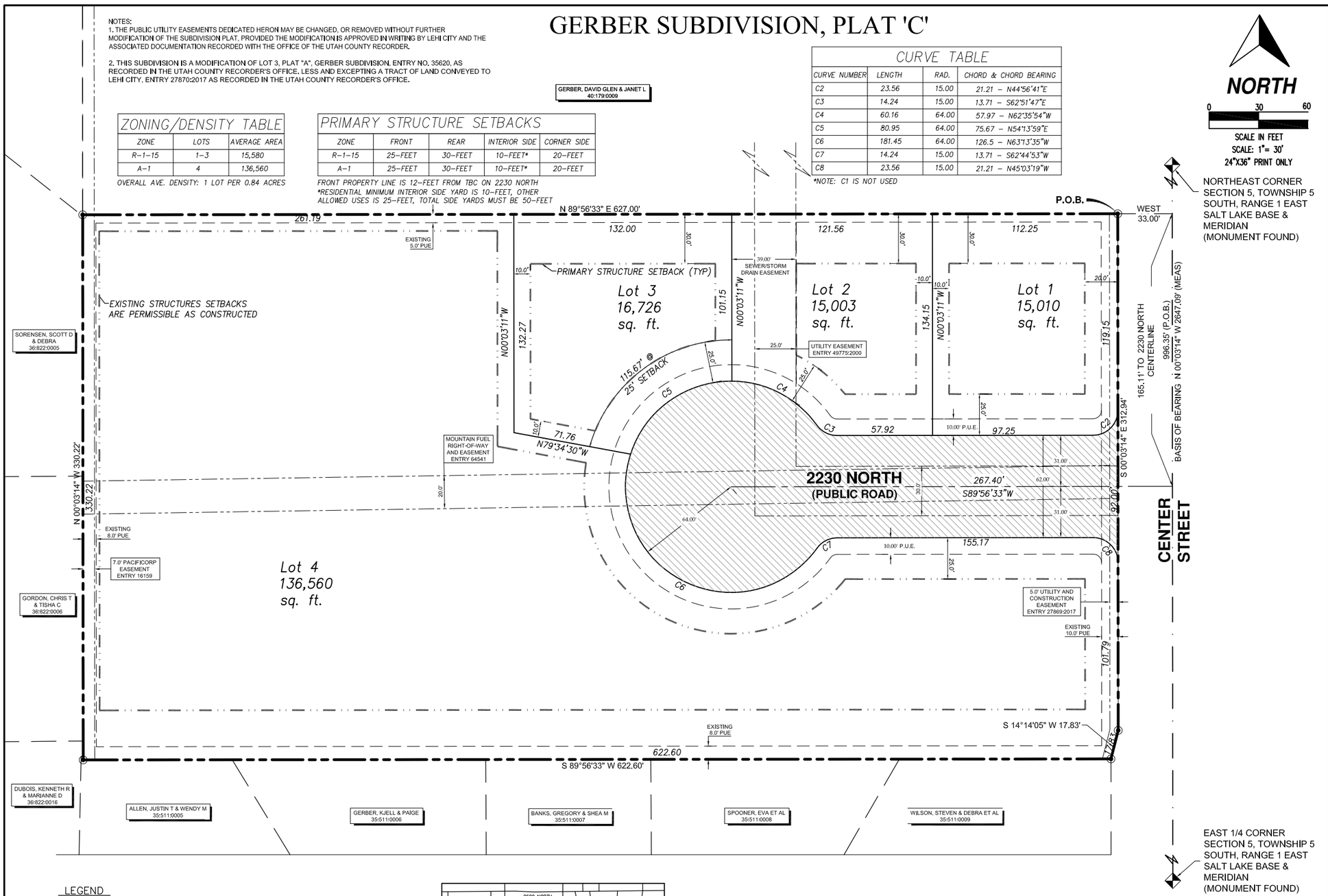
OVERALL AVE. DENSITY: 1 LOT PER 0.84 ACRES

PRIMARY STRUCTURE SETBACKS				
ZONE	FRONT	REAR	INTERIOR SIDE	CORNER SIDE
R-1-15	25-FEET	30-FEET	10-FEET*	20-FEET
A-1	25-FEET	30-FEET	10-FEET*	20-FEET

FRONT PROPERTY LINE IS 12-FEET FROM TBC ON 2230 NORTH
*RESIDENTIAL MINIMUM INTERIOR SIDE YARD IS 10-FEET, OTHER ALLOWED USES IS 25-FEET, TOTAL SIDE YARDS MUST BE 50-FEET

CURVE TABLE			
CURVE NUMBER	LENGTH	RAD.	CHORD & CHORD BEARING
C2	23.56	15.00	21.21 – N44°56'41"E
C3	14.24	15.00	13.71 – S62°51'47"E
C4	60.16	64.00	57.97 – N62°35'54"W
C5	80.95	64.00	75.67 – N54°13'59"E
C6	181.45	64.00	126.5 – N63°13'35"W
C7	14.24	15.00	13.71 – S62°44'53"W
C8	23.56	15.00	21.21 – N45°03'19"W

*NOTE: C1 IS NOT USED



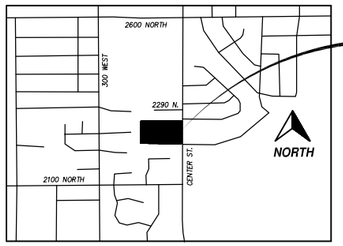
NORTH

0 30 60

SCALE IN FEET
SCALE: 1" = 30'
24"X36" PRINT ONLY

LEGEND

- SECTION LINE
- SUBDIVISION BOUNDARY LINE
- CENTERLINE OF ROADWAY
- PROP. LOT LINE
- PROP./EXISTING P.U.E. AND EASEMENTS
- RECORD DEEDS (ADJ. PROPERTIES)
- REBAR & CAP TO BE SET (REAR LOT CORNERS)
- 1/2" CURB PIN TO BE SET IN CURB AS LOT LINE EXTENSION (FRONT LOT CORNERS)
- PUBLIC ROADWAYS DEDICATED TO LEHI CITY



PROPERTY LOCATION

VICINITY MAP
N.T.S.

SURVEYOR'S CERTIFICATE

I, ROBERT LAW, DO HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR, AND THAT I HOLD CERTIFICATE NO. 9679988, AS PRESCRIBED UNDER THE LAWS OF THE STATE OF UTAH. I FURTHER CERTIFY BY AUTHORITY OF THE OWNERS, I HAVE MADE A SURVEY OF THE TRACT OF LAND SHOWN ON THIS PLAT AND DESCRIBED BELOW, AND HAVE SUBDIVIDED SAID TRACT OF LAND IN TO LOTS, BLOCKS, STREETS, AND EASEMENTS AND THE SAME HAS BEEN CORRECTLY SURVEYED AND WILL BE STAKED ON THE GROUND AS SHOWN ON THIS PLAT AND THAT THIS PLAT IS TRUE AND CORRECT.

BOUNDARY DESCRIPTION

ALL OF LOT 3, PLAT "A", GERBER SUBDIVISION, ENTRY NO. 35620, AS RECORDED IN THE UTAH COUNTY RECORDER'S OFFICE. LESS AND EXCEPTING A TRACT OF LAND CONVEYED TO LEHI CITY, ENTRY 27870:2017 AS RECORDED IN THE UTAH COUNTY RECORDER'S OFFICE.

BEING MORE PARTICULARLY DESCRIBED BELOW:

BEGINNING AT THE NORTHEAST CORNER OF LOT 3A, PLAT "A", GERBER SUBDIVISION, ENTRY NO. 35620, AS RECORDED IN THE UTAH COUNTY RECORDER'S OFFICE; SAID POINT BEING NORTH 00°03'14" WEST, ALONG THE SECTION LINE, 996.35 FEET AND WEST, 33.00 FEET FROM THE EAST QUARTER CORNER OF SECTION 5, TOWNSHIP 5 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN; SAID POINT ALSO BEING ON THE WESTERLY RIGHT OF WAY LINE OF CENTER STREET; AND RUNNING THENCE ALONG SAID WESTERLY RIGHT OF WAY LINE THE FOLLOWING TWO (2) COURSES: SOUTH 00°03'14" EAST, 312.94 FEET; THENCE SOUTH 14°14'05" WEST, 17.83 FEET TO A POINT ON THE NORTHERLY BOUNDARY LINE OF BANBURY COURT PLAT "A" SUBDIVISION; THENCE SOUTH 89°56'33" WEST, ALONG SAID NORTHERLY BOUNDARY LINE, 622.60 FEET TO A POINT ON THE EASTERLY BOUNDARY LINE OF COUNTRY PARK ESTATES PLAT "A" SUBDIVISION; THENCE NORTH 00°03'14" WEST, ALONG SAID EASTERLY BOUNDARY LINE, 330.22 FEET; THENCE NORTH 89°56'33" EAST, 627.00 FEET TO THE POINT OF BEGINNING.

CONTAINS: 4.75 ACRES

DATE

SURVEYOR (See Seal Below)

OWNERS' DEDICATION

KNOW ALL MEN BY THESE PRESENTS 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, STREETS AND EASEMENTS.

IN WITNESS HEREOF WE HAVE HEREUNTO SET OUR HANDS THIS _____ DAY OF _____, A.D. 20___

ACKNOWLEDGMENT

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

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____DAY OF , 20____, BY_____, _____, AND, _____WHO REPRESENTED THAT HE/SHE (THEY) ARE THE OWNER(S) OF THE ABOVE-DESCRIBED PROPERTY AND HAVE THE AUTHORITY TO EXECUTE THIS INSTRUMENT.

NOTARY'S FULL NAME (PRINT) _____ COMMISSION NUMBER

MY COMMISSION EXPIRES _____ NOTARY PUBLIC - COMMISSIONED IN UTAH

UTILITY AND RIGHT-OF-WAY DEDICATION

THE ABOVE NAMED OWNER(S) OF THE ABOVE DESCRIBED PARCEL OF LAND DOES (DO) HEREBY OFFER AND CONVEY TO LEHI CITY AND THEIR SUCCESSORS AND ASSIGNS A PERMANENT EASEMENT (S) AND RIGHT(S)-OF-WAY AS SHOWN BY THE AREAS MARKED AS PUBLIC UTILITY EASEMENTS (P.U.E.) AND PUBLIC RIGHT-OF-WAY (ROADWAYS) ON THE WITHIN PLAT.

ACCEPTANCE BY THE CITY OF LEHI

THE CITY OF LEHI, COUNTY OF UTAH, APPROVES THIS SUBDIVISION AND HEREBY ACCEPTS THE DEDICATION OF ALL STREETS, EASEMENTS, AND OTHER PARCELS OF LAND INTENDED FOR PUBLIC PURPOSES FOR THE PERPETUAL USE OF THE PUBLIC THIS_____DAY OF , A.D. 20_____.

MAYOR

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.

CHAIRMAN, PLANNING COMMISSION

GERBER SUBDIVISION
PLAT 'C'

A RESIDENTIAL SUBDIVISION
A MODIFICATION OF LOT 3, PLAT "A", GERBER SUBDIVISION
LEHI CITY, UTAH COUNTY, UTAH
SCALE: 1" = 30' FEET

SURVEYOR SEAL	CITY ENGINEER SEAL	CLERK-RECORDER SEAL	COUNTY RECORDER

DATE: JUNE 29, 2021

INDEX OF CIVIL/SITE CONSTRUCTION SHEETS

SITE DEVELOPMENT CONSTRUCTION PLANS

GERBER SUBDIVISION, PLAT 'C'

2230 NORTH CENTER STREET

LEHI, UTAH 84043

JUNE 29, 2021

GENERAL NOTES:

1. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE LEHI CITY DESIGN AND CONSTRUCTION STANDARDS. FOR AREAS NOT COVERED BY LEHI CITY STANDARDS AND SPECIFICATIONS, CONSTRUCTION MUST COMPLY WITH 2017 A.P.W.A. STANDARDS AND SPECIFICATIONS. THE WORK SHALL ALSO COMPLY WITH THE PROJECT PLANS, PROJECT SPECIFICATIONS, AND PROJECT GEOTECHNICAL REPORT WHICHEVER IS THE MOST STRINGENT.

2. ALL MATERIALS AND WORKMANSHIP SHALL BE SUBJECT TO INSPECTION BY THE ENGINEER AND LEHI CITY ENGINEERING DIVISION. THE OWNER (CITY) RESERVES THE RIGHT TO ACCEPT OR REJECT ANY SUCH MATERIALS AND WORKMANSHIP THAT DOES NOT CONFORM TO ITS STANDARDS AND SPECIFICATIONS.

3. THE CONTRACTOR SHALL NOTIFY LEHI CITY ENGINEERING DIVISION INSPECTION SECTION, A MINIMUM OF 48 HOURS AND A MAXIMUM OF 96 HOURS PRIOR TO STARTING CONSTRUCTION.

4. THE CONTRACTOR IS SPECIFICALLY CAUTIONED THAT THE LOCATION AND/OR ELEVATION OF EXISTING UTILITIES AS SHOWN ON THESE PLANS IS BASED ON THE RECORDS OF THE VARIOUS UTILITY COMPANIES AND WHERE POSSIBLE, MEASUREMENTS TAKEN IN THE FIELD. THE INFORMATION IS NOT TO BE RELIED ON AS BEING EXACT OR COMPLETE. THE CONTRACTOR IS RESPONSIBLE FOR LOCATING AND PROTECTING ALL UTILITIES WHETHER SHOWN OR NOT SHOWN ON THE PLANS.

5. EXISTING WATER, SANITARY, AND STORM SEWER LINES ARE SHOWN BASED ON BEST AVAILABLE INFORMATION. PRIOR TO CONSTRUCTION, THE CONTRACTOR SHALL VERIFY PERTINENT LOCATIONS AND ELEVATIONS SPECIFICALLY AT CONNECTION POINTS AND AT POTENTIAL POINTS OF CONFLICT PRIOR TO CONSTRUCTION.

6. CONTRACTOR SHALL BE RESPONSIBLE FOR:
   A) OBTAINING ALL PERMITS AND LICENSES.
   B) PREPARING A TRAFFIC CONTROL PLAN, PROVIDING ALL TRAFFIC DEVICES AS MAY BE REQUIRED BY THE WORK.
   C) COORDINATING WITH ALL UTILITY COMPANIES INVOLVED WITH REGARD TO RELOCATIONS OR ADJUSTMENTS OF EXISTING UTILITIES DURING CONSTRUCTION TO ASSURE THAT THE WORK IS ACCOMPLISHED IN A TIMELY FASHION AND WITH NO DISRUPTION OF SERVICE.
   D) ALL PROJECT SAFETY INCLUDING BUT NOT LIMITED TO, TRENCH EXCAVATION AND SHORING, TRAFFIC CONTROL, AND SECURITY.
   E) OBTAINING TEMPORARY POWER AND WATER TO THE SITE.
   F) PAYING ALL FEES EXCLUDING CONNECTION FEES AND SYSTEM DEVELOPMENT FEES.
   G) OBTAINING NECESSARY PERMISSION FROM THE CITY FOR ALL WORK IN AND ADJACENT TO THE PUBLIC RIGHT OF WAY.
   H) SETTING ALL MANHOLE COVERS, INLET GRATES, WATER VALVES, CLEAN OUTS, AND OTHER ACCESS COVERS TO FINISHED PAVEMENT SURFACE OR FINISHED GRADE.
   I) RECORDING AS-BUILT INFORMATION ON A SET OF RECORD DRAWINGS KEPT ON THE CONSTRUCTION SITE.
   J) PROVIDING ALL MANHOLES, VALVES, ETC. WITH CONCRETE COLLARS PER CITY SPECIFICATIONS.
   K) KEEPING ADJACENT STREETS FREE AND CLEAN OF ALL DEBRIS AND DIRT FROM THE JOB SITE.
   L) REFER TO ARCHITECTURAL PLANS FOR THE EXACT LOCATION, AND DIMENSIONS OF BUILDING EXITS, RAMPS, TRUCK DOORS, AND UTILITIES ENTRANCE LOCATIONS.
   M) VERIFYING ELEVATION OF ALL UTILITY POINTS OF CONNECTION PRIOR TO ANY UTILITY INSTALLATION.

7. IF, DURING THE CONSTRUCTION PROCESS, CONDITIONS ARE ENCOUNTERED WHICH INDICATE AN UNIDENTIFIED SITUATION IS PRESENT, THE CONTRACTOR SHALL CONTACT THE OWNER AND ENGINEER IMMEDIATELY.

8. BENCHMARK:
   SEE BOUNDARY SURVEY

9. BASIS OF BEARING:
   SEE BOUNDARY SURVEY

10. TOPOGRAPHIC MAPPING PREPARED BY:
    PEPG CONSULTING, LLC

11. DIMENSIONS FOR LAYOUT AND CONSTRUCTION ARE NOT TO BE SCALED FROM ANY DRAWING. IF PERTINENT DIMENSIONS ARE NOT SHOWN CONTACT THE ENGINEER FOR CLARIFICATION.

DUST AND EROSION CONTROL NOTES

1. DUST, MUD AND EROSION SHALL BE ADEQUATELY CONTROLLED BY WHATEVER MEANS NECESSARY, AND THE ROADWAY SHALL BE KEPT FREE OF MUD AND DEBRIS, AT ALL TIMES.

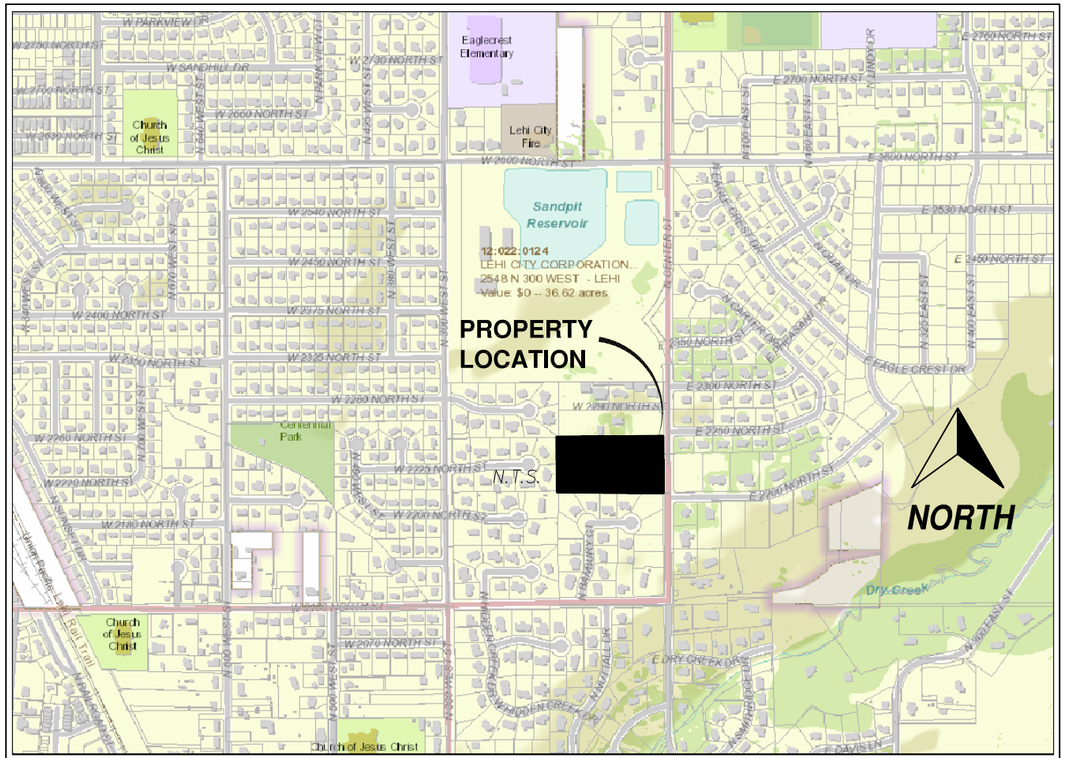
2. ALL DUST, MUD AND EROSION CONTROL DEVICES SHALL BE CHECKED BY THE CONTRACTOR AS NEEDED. NEEDED CLEANING AND REPAIRS SHALL BE DONE IMMEDIATELY UPON DISCOVERY.

3. ALL STORM DRAIN FACILITIES ON THE SITE AND ADJACENT TO THE SITE SHALL BE PROTECTED FROM SOIL EROSION FLOWS. INLET PROTECTION DEVICES SHALL BE INSTALLED IMMEDIATELY AS INDIVIDUAL INLETS ARE INSTALLED. ALL PIPE LINES THAT AREA CONNECTED TO THE PUBLIC SYSTEM SHALL BE KEPT FREE OF DIRT AND DEBRIS.

4. EROSION CONTROL METHODS AND STRUCTURES SHALL REMAIN IN PLACE AND SHALL BE MAINTAINED BY THE CONTRACTOR AS LONG AS NEEDED TO PREVENT EROSION.

5. ALL WASH WATER (CONCRETE TRUCKS, VEHICLE CLEANING, ETC.) SHALL BE DISPOSED OF IN A MANNER THAT PREVENTS CONTACT WITH STORM WATER DISCHARGES FROM THE SITE.

6. THE USE OF MOTOR OILS AND OTHER PETROLEUM-BASED OR TOXIC LIQUIDS, FOR DUST SUPPRESSION, IS ABSOLUTELY PROHIBITED.



VICINITY MAP

INDEX OF SHEETS

#	DESCRIPTION	SHEET DATE
T1	CIVIL TITLE SHEET	06-29-21
1 OF 1	BOUNDARY SURVEY	01-05-21
1 OF 1	FINAL PLAT	N/A
SP1	SITE PLAN	06-29-21
U1	UTILITY PLAN	06-29-21
G1	GRADING PLAN	06-29-21
PL1	PLAN AND PROFILE - 2230 NORTH	06-29-21
D1	ROAD CROSS-SECTION & DETAILS	06-29-21
D2	UTILITY DETAILS	06-29-21

REVISIONS

	DESCRIPTION	DATE	SHEETS AFFECTED

OWNER
CONTACT:
SCOTT AND SIGNE GERBER
2295 NORTH CENTER ST.
LEHI, UTAH 84043

GEOTECH ENGINEER
CMT ENGINEERING LABS.
909 W 500 N, UNIT F
LINDON, UTAH 84042
PHONE: 801-492-4132
CONTACT: JEFF EGBERT

ENGINEER
ALPINE CIVIL DESIGN
154 NORTH 200 EAST
ALPINE, UTAH 84004
PHONE: (801) 367-4387
CONTACT: ANDY SPENCER

NOTES

REVISIONS — NO. | DESCRIPTION | DATE

GERBER SUBDIVISION
SITE CONSTRUCTION PLANS
TITLE SHEET

SCOTT GERBER (PROJECT NUMBER) | DWG\TITLE-01 (DRAWING FILE)

PRELIMINARY NOT FOR CONSTRUCTION

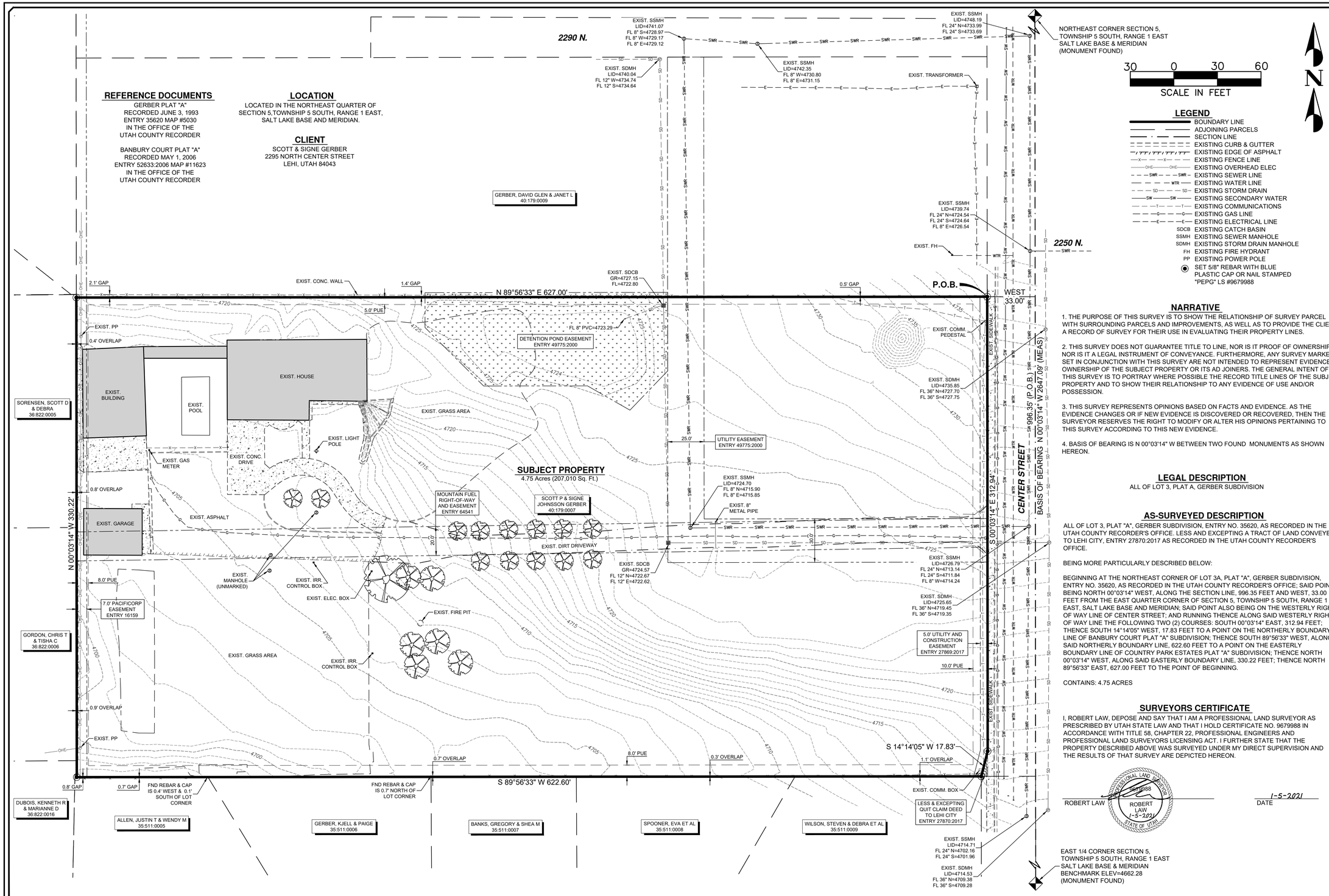
ALPINE CIVIL DESIGN INC
154 NORTH 200 EAST
ALPINE, UTAH 84004
PH: (801) 367-4387

PLOT DATE: 06-29-2021

TITLE SHEET

T1

SHEET NO.



REFERENCE DOCUMENTS

GERBER PLAT "A"
RECORDED JUNE 3, 1993
ENTRY 35620 MAP #5030
IN THE OFFICE OF THE
UTAH COUNTY RECORDER

BANBURY COURT PLAT "A"
RECORDED MAY 1, 2006
ENTRY 52633:2006 MAP #11623
IN THE OFFICE OF THE
UTAH COUNTY RECORDER

LOCATION

LOCATED IN THE NORTHEAST QUARTER OF SECTION 5,TOWNSHIP 5 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN.

CLIENT

SCOTT & SIGNE GERBER
2295 NORTH CENTER STREET
LEHI, UTAH 84043

LEGEND

- BOUNDARY LINE
- ADJOINING PARCELS
- SECTION LINE
- EXISTING CURB & GUTTER
- EXISTING EDGE OF ASPHALT
- EXISTING FENCE LINE
- EXISTING OVERHEAD ELEC
- EXISTING SEWER LINE
- EXISTING WATER LINE
- EXISTING STORM DRAIN
- EXISTING SECONDARY WATER
- EXISTING COMMUNICATIONS
- EXISTING GAS LINE
- EXISTING ELECTRICAL LINE
- SDCB EXISTING CATCH BASIN
- SSMH EXISTING SEWER MANHOLE
- SDMH EXISTING STORM DRAIN MANHOLE
- FH EXISTING FIRE HYDRANT
- PP EXISTING POWER POLE
- SET 5/8" REBAR WITH BLUE PLASTIC CAP OR NAIL STAMPED "PEPG" LS #9679988

NARRATIVE

1. THE PURPOSE OF THIS SURVEY IS TO SHOW THE RELATIONSHIP OF SURVEY PARCEL WITH SURROUNDING PARCELS AND IMPROVEMENTS, AS WELL AS TO PROVIDE THE CLIENT A RECORD OF SURVEY FOR THEIR USE IN EVALUATING THEIR PROPERTY LINES.

2. THIS SURVEY DOES NOT GUARANTEE TITLE TO LINE, NOR IS IT PROOF OF OWNERSHIP, NOR IS IT A LEGAL INSTRUMENT OF CONVEYANCE. FURTHERMORE, ANY SURVEY MARKERS SET IN CONJUNCTION WITH THIS SURVEY ARE NOT INTENDED TO REPRESENT EVIDENCE OF OWNERSHIP OF THE SUBJECT PROPERTY OR ITS AD JOINERS. THE GENERAL INTENT OF THIS SURVEY IS TO PORTRAY WHERE POSSIBLE THE RECORD TITLE LINES OF THE SUBJECT PROPERTY AND TO SHOW THEIR RELATIONSHIP TO ANY EVIDENCE OF USE AND/OR POSSESSION.

3. THIS SURVEY REPRESENTS OPINIONS BASED ON FACTS AND EVIDENCE. AS THE EVIDENCE CHANGES OR IF NEW EVIDENCE IS DISCOVERED OR RECOVERED, THEN THE SURVEYOR RESERVES THE RIGHT TO MODIFY OR ALTER HIS OPINIONS PERTAINING TO THIS SURVEY ACCORDING TO THIS NEW EVIDENCE.

4. BASIS OF BEARING IS N 00°03'14" W BETWEEN TWO FOUND MONUMENTS AS SHOWN HEREON.

LEGAL DESCRIPTION

ALL OF LOT 3, PLAT A, GERBER SUBDIVISION

AS-SURVEYED DESCRIPTION

ALL OF LOT 3, PLAT "A", GERBER SUBDIVISION, ENTRY NO. 35620, AS RECORDED IN THE UTAH COUNTY RECORDER'S OFFICE. LESS AND EXCEPTING A TRACT OF LAND CONVEYED TO LEHI CITY, ENTRY 27870:2017 AS RECORDED IN THE UTAH COUNTY RECORDER'S OFFICE.

BEING MORE PARTICULARLY DESCRIBED BELOW:

BEGINNING AT THE NORTHEAST CORNER OF LOT 3A, PLAT "A", GERBER SUBDIVISION, ENTRY NO. 35620, AS RECORDED IN THE UTAH COUNTY RECORDER'S OFFICE; SAID POINT BEING NORTH 00°03'14" WEST, ALONG THE SECTION LINE, 996.35 FEET AND WEST, 33.00 FEET FROM THE EAST QUARTER CORNER OF SECTION 5, TOWNSHIP 5 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN; SAID POINT ALSO BEING ON THE WESTERLY RIGHT OF WAY LINE OF CENTER STREET; AND RUNNING THENCE ALONG SAID WESTERLY RIGHT OF WAY LINE THE FOLLOWING TWO (2) COURSES: SOUTH 00°03'14" EAST, 312.94 FEET; THENCE SOUTH 14°14'05" WEST, 17.83 FEET TO A POINT ON THE NORTHERLY BOUNDARY LINE OF BANBURY COURT PLAT "A" SUBDIVISION; THENCE SOUTH 89°56'33" WEST, ALONG SAID NORTHERLY BOUNDARY LINE, 622.60 FEET TO A POINT ON THE EASTERLY BOUNDARY LINE OF COUNTRY PARK ESTATES PLAT "A" SUBDIVISION; THENCE NORTH 00°03'14" WEST, ALONG SAID EASTERLY BOUNDARY LINE, 330.22 FEET; THENCE NORTH 89°56'33" EAST, 627.00 FEET TO THE POINT OF BEGINNING.

CONTAINS: 4.75 ACRES

SURVEYORS CERTIFICATE

I, ROBERT LAW, DEPOSE AND SAY THAT I AM A PROFESSIONAL LAND SURVEYOR AS PRESCRIBED BY UTAH STATE LAW AND THAT I HOLD CERTIFICATE NO. 9679988 IN ACCORDANCE WITH TITLE 58, CHAPTER 22, PROFESSIONAL ENGINEERS AND PROFESSIONAL LAND SURVEYORS LICENSING ACT. I FURTHER STATE THAT THE PROPERTY DESCRIBED ABOVE WAS SURVEYED UNDER MY DIRECT SUPERVISION AND THE RESULTS OF THAT SURVEY ARE DEPICTED HEREON.

PROFESSIONAL LAND SURVEYOR — 9679988 — ROBERT LAW 1-5-2021 — STATE OF UTAH

ROBERT LAW — 1-5-2021 DATE

NO.	DESCRIPTION	DATE	APP'D

ORIG. DATE : 12/2020
SURVEY BY : PEPG CREW
DRAWN BY : BCB
DESIGNED BY : N/A
CHECKED BY : RSL
SCALE : 1"=30'

PEPG CONSULTING L.L.C.
9270 SOUTH 300 WEST • SANDY, UT 84070
PHONE: (801) 562-2321 • FAX: (801) 562-2551
CIVIL ENGINEERING • LAND SURVEYING • PROJECT MANAGEMENT
GEOTECHNICAL • MATERIALS TESTING • INSPECTIONS

SCOTT & SIGNE GERBER
BOUNDARY SURVEY

2295 NORTH CENTER STREET
LEHI, UTAH

JANUARY 5, 2021 — LAST REVISED
DWG\BNDSV-01 — DRAWING FILE
1470.2010 — PROJECT NUMBER

LEHI
CITY

SHEET NO. 1

NORTH

0 30 60

SCALE IN FEET

SCALE: 1"= 30' (24"X36" PRINT)

SCALE: 1"=60' (11"X17" PRINT)

NOTES

NOTES

REVISIONS

NO.	DESCRIPTION	DATE

EXISTING POWER EASEMENT

ALL EXISTING STRUCTURES ARE TO REMAIN. (HOME AND TWO ACCESSORY BUILDINGS)

EXISTING EDGE OF GRASS

EXISTING DETENTION BASIN EASEMENT TO BE VACATED

EXISTING 5' SIDEWALK

Lot 3
16,726
sq. ft.

Lot 2
15,003
sq. ft.

Lot 1
15,010
sq. ft.

PRIMARY STRUCTURE SETBACK (TYP.)

EXISTING SEWER & STORM EASEMENT

PROPERTY LINE IS 12' FROM THE TBC

APPROX. LOCATION OF EXISTING CURB ON EAST SIDE OF CENTER (NOT VERIFIED BY SURVEY)

PROP. 10' FRONT YARD PUE

STREET LIGHT REQ'D

2230 NORTH

EXISTING GAS EASEMENT

5' SIDEWALK

STREET LIGHT REQ'D

STOP & ADDRESS SIGN REQ'D

EXISTING UTILITY EASEMENT

Lot 4
136,560
sq. ft.

EXISTING TREES (TYP) TO REMAIN

EXISTING TREES (TYP) TO BE REMOVED

EXISTING EASEMENT (TYP)

EXISTING 5' SIDEWALK

CENTER STREET

SECTION LINE

261.19 132.00 121.56 112.25 622.60 330.22 132.27 101.15 134.15 119.15 101.79 71.76 57.92 97.25 155.17 115.67' @ 25' SETBACK R=64 80.96 R=15' 14.24 R=64 60.16 R=64 181.45 R=15' 23.56 R=15' 23.56 30.0' 39.0' 10.0' 20.0' 5.00' 25.0' 64.00' 50.00' 120.00' 7.00' 34.00' 38.00' 62.00'

SCOTT AND SIGNE GERBER
2295 NORTH CENTER STREET
LEHI, UTAH 84043

SCOTT GERBER	DWG\SITE-01
PROJECT NUMBER	DRAWING FILE

PRELIMINARY NOT FOR CONSTRUCTION CITY PC/CC MTG REVIEW COPY

ALPINE CIVIL DESIGN INC
154 NORTH 200 EAST
ALPINE, UTAH 84004
PH: (801) 367-4387

PLOT DATE: JUNE 29, 2021

OVERALL SITE PLAN

SP1

SHEET NO.

06

Lot 3
16,726
sq. ft.

Lot 2
15,003
sq. ft.

Lot 1
15,010
sq. ft.

Lot 4
136,560
sq. ft.

REMOVE/REPLACE LIMINT. FOR EX. CONC. AS DIRECTED BY OWNER

COORD. W/ HOME OWNER ON MATCH POINTS

STREET LIGHT

7+00

7+07.76

6+00

5+00

4+00

3+00

2+00

1+00

STA. 6+10
(SAWCUT & MATCH EX. DRIVEWAY GRADE)

RECONSTRUCT PRIVATE DRIVEWAY (MATCH ROADWAY ASPHALT)

20' WIDE DRIVE APPROACH & SIDEWALK PER LEHI CITY STD. DWG. (ROAD 11)

11.25° BEND
8" PI AND 6"CW

FH, 4" CW
BLOW-OFF, VALVES

6" WTR & 8" PI

DIP BACK OF WALK TO PROVIDE LANDING FOR CURB RAMP TO MEET ADA, TYP. BOTH SIDES

EXISTING 5' SIDEWALK

STREET LIGHT

5' SIDEWALK
7' PARKING STRIP

2' C&G
EXISTING 8" SWR

CUT IN 6" TEE, (3 VALVE CLUSTER) , 6" VALVES TO EXISTING 6" WATER LINE
FLANGE VALVES TO TEE

CUT IN TEE W/ 8" VALVES (3 VALVE CLUSTER) TO EXISTING 8" PI (VERIFY EX. LINE SIZE PRIOR TO CONST.)
FLANGE VALVES TO TEE

EXISTING POWER SECTIONALIZER

EX. FH LOCATED ON THIS CORNER

EX. LID=±14.53
Ex. FL (S)=9.28

OHE

SWR

SD

WTR

wpi

NORTH

0 30 60

SCALE IN FEET

SCALE: 1"= 30' (24"X36" PRINT)
SCALE: 1"=60' (11"X17" PRINT)
VERTICAL SCALE: 1"=4' (24"X36" PRINT)
VERTICAL SCALE: 1"=8' (11"X17" PRINT)

NOTES

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REVISIONS

NO.	DESCRIPTION	DATE

HIGH POINT ELEV = 4725.7539
HIGH POINT STA = 3+34.44
PVI STA = 3+60
PVI ELEV = 4725.8650
A.D. = -5.4000
K = 11.1111

PVI STA = 4+50
PVI ELEV = 4722.4340
A.D. = -8.5000
K = 4.1176

PVI STA = 5+65
PVI ELEV = 4708.63
A.D. = 6.9245
K = 8.6649

STA. 4+14.53
℄ 5' DIAM. SUMP

STA. 6+10
MATCH (SAWCUT) EXISTING DRIVEWAY

STA. 3+52.7
EX. SD CATCH BASIN (REBUILD TO NEW MH)

STA. 3+37.49
EX. SSMH

STA. 2+75
5' SDMH CAST IN PLACE

STA = 1+40
APPROX. LOC. EX. SSMH

STA = 0+90.48
EX. SDMH

60.0' VC

35.0' VC

EVCS: 4+67.50
EVCE: 4720.33

BVCS: 4+32.50
BVCE: 4723.05

PVI STA = 4+31.40
PVI ELEV = 4723.0850

PVI STA = 4+19.40
PVI ELEV = 4722.33

PVI STA = 4+17.40
PVI ELEV = 4722.00

EVCS: 3+90
EVCE: 4724.37

BVCS: 3+30
BVCE: 4725.75

PVI STA = 2+75
PVI ELEV = 4725.53

PVI STA = 1+26.25
PVI ELEV = 4726.1200

PVI STA = 1+07.25
PVI ELEV = 4726.1700

BVCS: 5+35
BVCE: 4712.23

EVCS: 5+95
EVCE: 4707.11

-12.00%
3.50%
-2%
-5.0%
0.40%
-0.4000%
-5.08%
-0.2630%
-0.2897%

EX. 2'x2' CB
EX. GRT=24.67

EX. 12" Pipe FL(N)=22.67
EX. 12" Pipe FL(S)=22.62

EX. SSMH
LID=24.70
(ADJ TO FG)

EXIST 12" RCP S.D. @ ±0.35% (TO REMAIN)

CAST-IN-PLACE
5' SDMH
LID=4725.45
FL (EX.)=4722.35
FL 12" EACH SIDE
(MATCH EX)

EX. FL (N)=15.90
EX. FL (E)=15.85

16.17' (DEEP) SUMP REQ'D

BTM INTERIOR OF SUMP
=4706.00

ADJUST LID TO F.G.
EX. ELEV. UNKNOWN

EX. 8" SEWER

EX. SDMH LID=25.65

EX. FL (W)=±21.70
(12" RCP FL DIFFICULT TO MEASURE, FIELD VERIFY BEFORE MH OR FIELD CONST.)

EX. 36" Pipe FL(N)=19.45
EX. 36" Pipe FL(S)=19.35

EX. 24" Pipe FL (S)=11.84

COORD. WITH HOME OWNER BEFORE DEMOLITION TO VERIFY MATCH POINT

EX. ASPHALT
=±4706.35

4704.2
STA. 7+00

4706.4
4706.86
STA. 6+00

4712.3
4716.43
STA. 5+00

4720.2
4723.86
STA. 4+00

4724.7
4725.62
STA. 3+00

4724.9 EG (TYP.)
4725.82 FG (TYP.)
STA. 2+00

4726.2
4726.12
STA. 1+00

7+90 7+60 7+30 7+00 6+70 6+40 6+10 5+80 5+50 5+20 4+90 4+60 4+30 4+00 3+70 3+40 3+10 2+70 2+50 2+20 1+90 1+60 1+30 1+00 0+70 0+40 0+10

4740 4738 4736 4734 4732 4730 4728 4726 4724 4722 4720 4718 4716 4714 4712 4710 4708 4706 4704 4702 4700

SCOTT AND SIGNE GERBER
2295 NORTH CENTER
LEHI, UTAH 84043

SCOTT GERBER
PROJECT NUMBER

DWG\PLPRO-01
DRAWING FILE

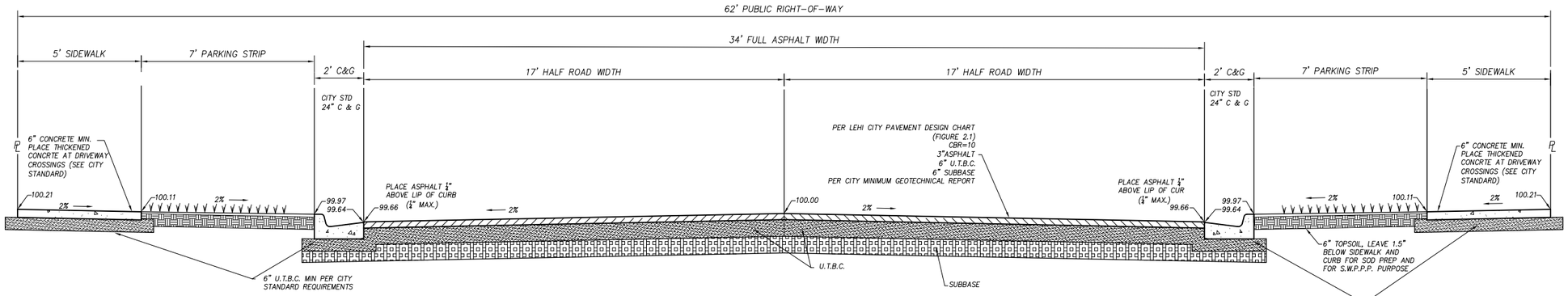
PRELIMINARY NOT FOR CONSTRUCTION CC/PC REVIEW COPY

ALPINE CIVIL DESIGN INC
154 NORTH 200 EAST
ALPINE, UTAH 84004
PH: (801) 367-4387

PLOT DATE: 06/29/2021

PLAN + PROFILE

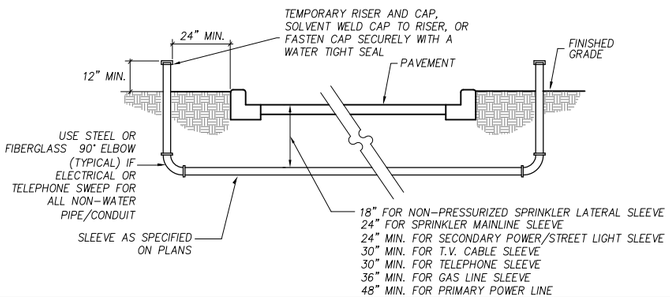
PPL1
SHEET NO.



ROADWAY SECTION (2230 NORTH) — 1/D1

*ASPHALT SECTION SHOWN IS FOR ALL LOCAL STREETS

N.T.S.



CONTRACTOR SHALL PLAN/COORDINATE/AND INSTALL ALL ROADWAY CROSSINGS PRIOR TO C & G PLACEMENT

CONTRACTOR SHALL COORDINATE WITH STREET LIGHT, POWER, PHONE, DATA, AND NATURAL GAS UTILITY COMPANIES TO ENSURE SERVICE WITHOUT ROADWAY CUTS FOLLOWING INSTALLATION

*NOTE: THE END OF ALL SLEEVES SHALL BE PLACED TO ALLOW FUTURE ACCESS TO END OF SLEEVE AND AVOID CONFLICT WITH OTHER PROPOSED UTILITIES, ROADWAY IMPROVMENTS, CURB & GUTTER, SIDEWALK, ETC.

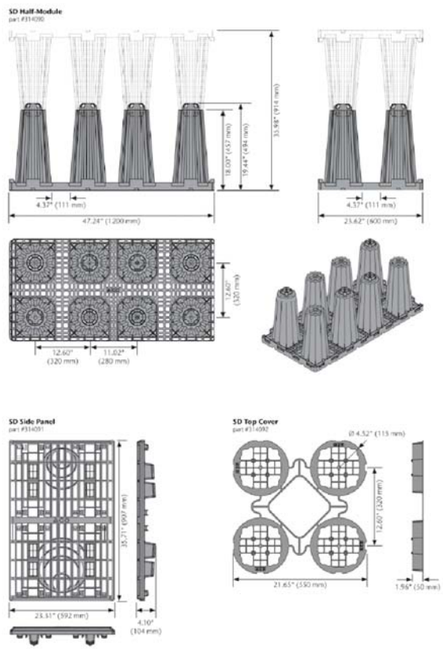
** PAINT END OF SLEEVES TO IDENTIFY INTENDED PURPOSE.

SLEEVE INSTALLATION DETAIL — 2/D1

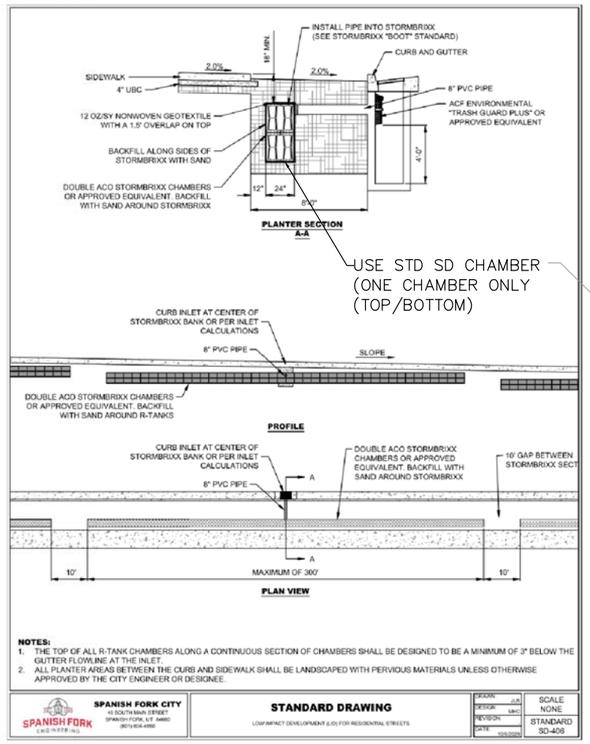
N.T.S.

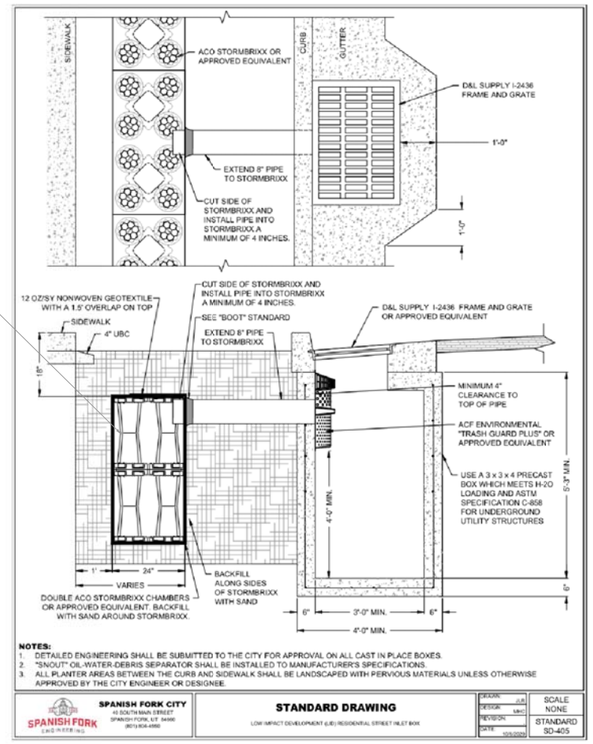
ACO StormBrixx® SD May 2020

Stormwater Detention/Infiltration/Retention System



ACO Specification Information





NOTE: LEHI CITY DOES NOT HAVE A STANDARD DRAWING FOR STORM BRIX; AS SUCH, SPANISH FORK IS SHOWN.

NOTES

REVISIONS

NO.	DESCRIPTION	DATE

SCOTT AND SIGNE GERBER
2295 NORTH CENTER STREET
LEHI, UTAH 84043

SCOTT GERBER — PROJECT NUMBER
DWG\DETAIL-01.DWG — DRAWING FILE

PRELIMINARY NOT FOR CONSTRUCTION CC/PC REVIEW COPY

ALPINE CIVIL DESIGN INC
154 NORTH 200 EAST
ALPINE, UTAH 84004
PH: (801) 367-4387

PLOT DATE: 06-29-2021

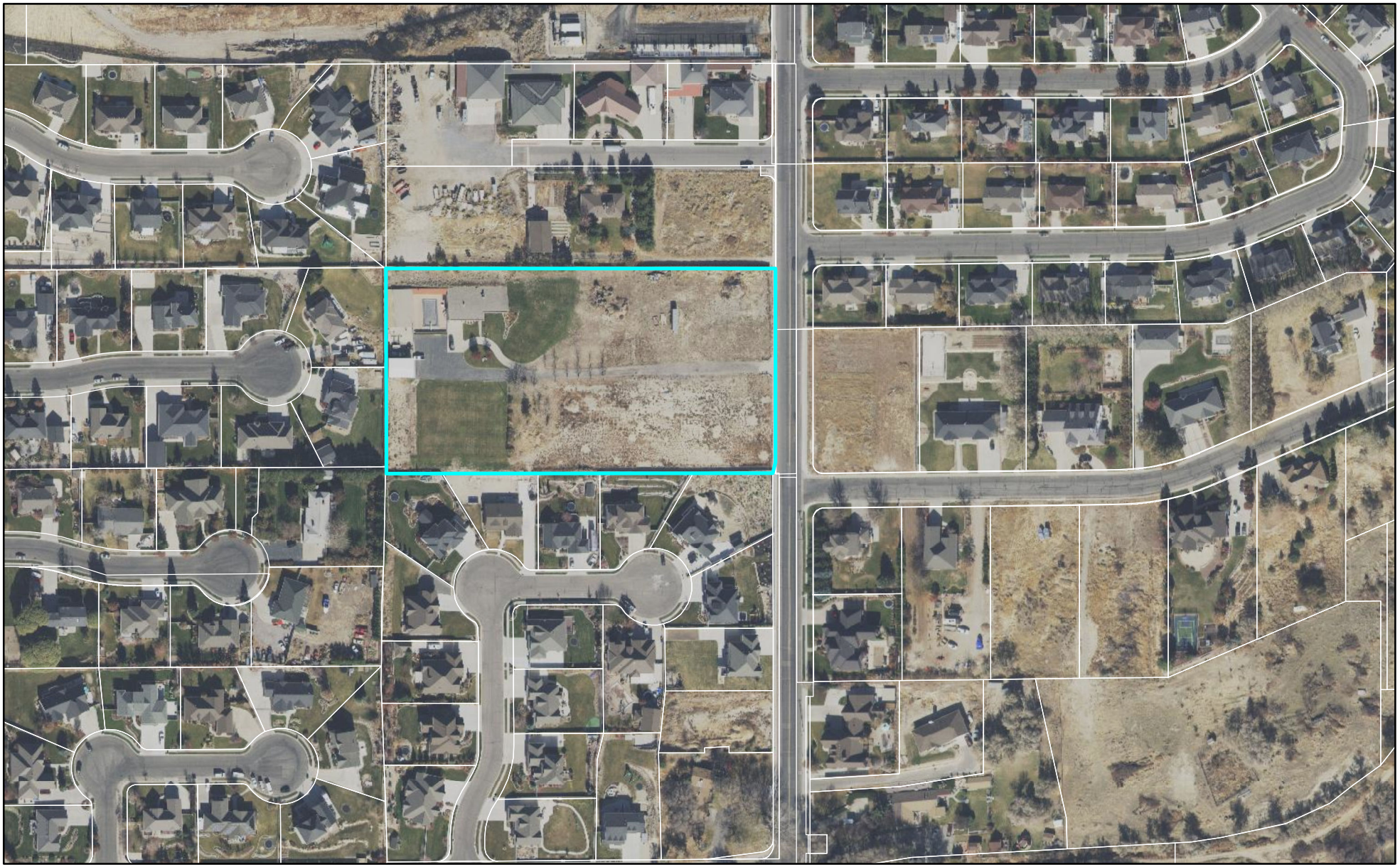
SITE DETAILS

D1

SHEET NO.

Gerber Plat C

Aerial

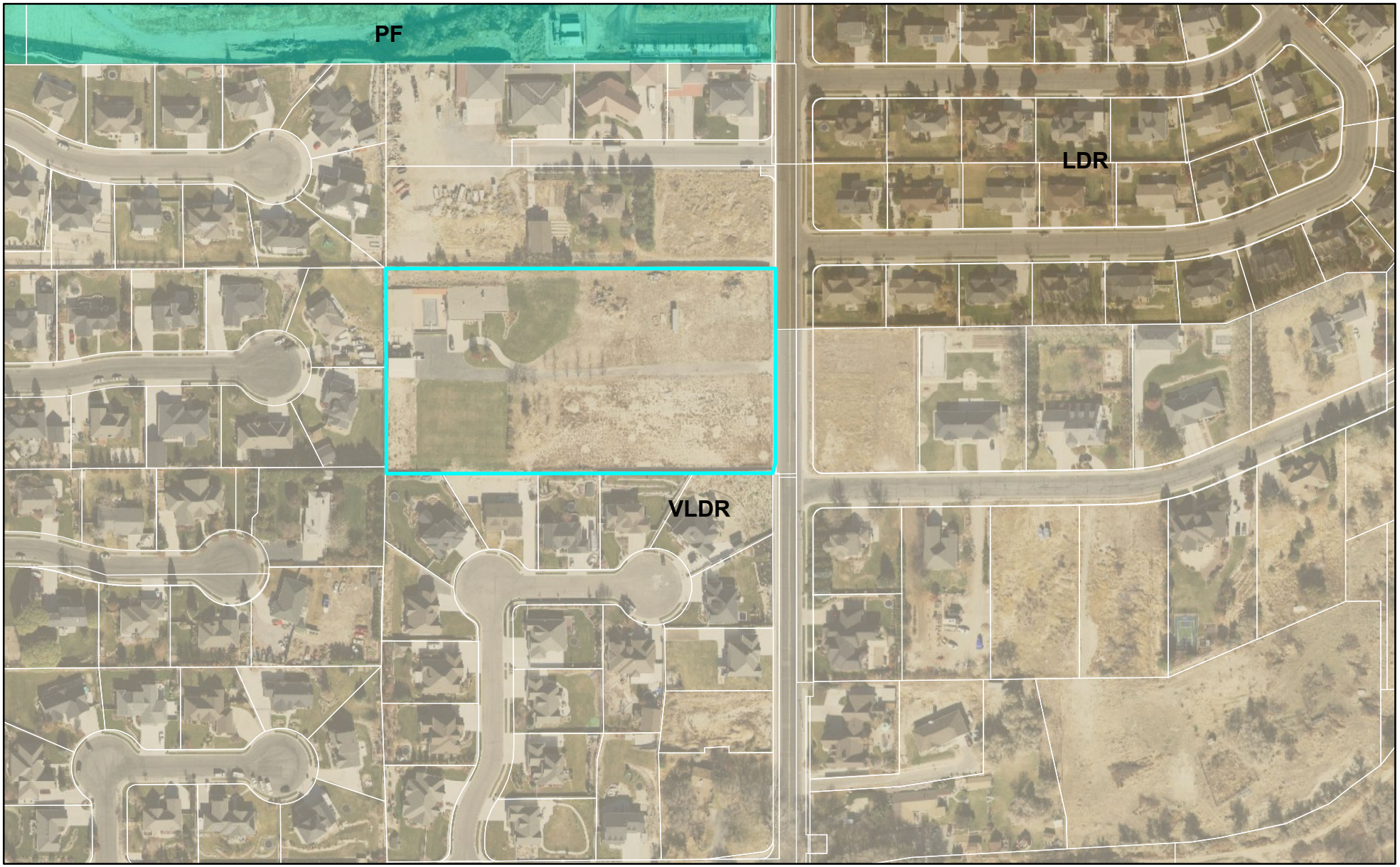


0 260 520 Feet

LEHI CITY

Gerber Plat C

General Plan

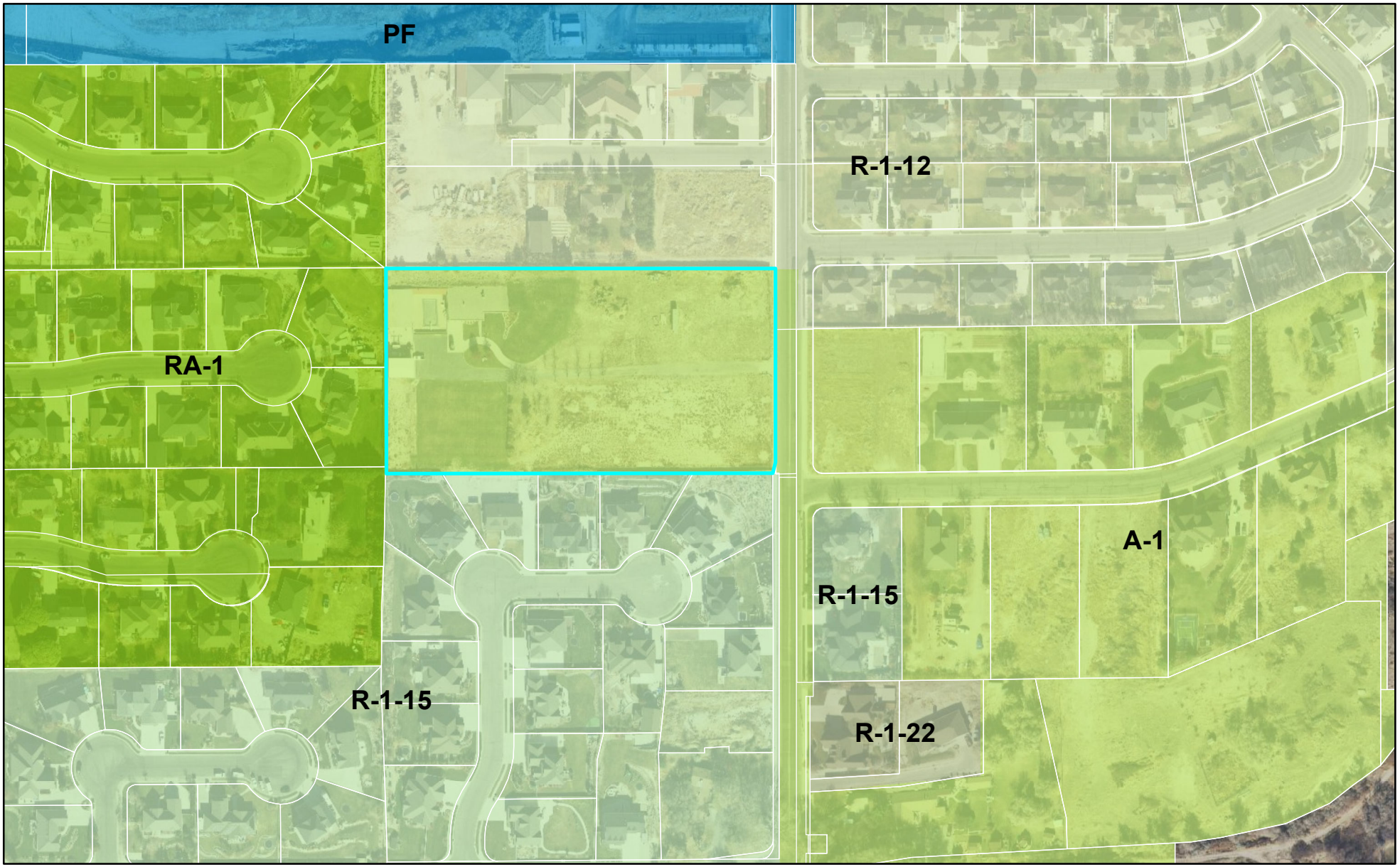


0 260 520 Feet

LEHI CITY

Gerber Plat C

Zoning



LEHI CITY

Agenda Item No: 9

City Council Agenda Item Report

Meeting Date: August 10, 2021
Submitted By: Brittney Harris
Submitting Department: Planning Division
Item Type: Action Item
Agenda Section: Regular Agenda

Subject:
Consideration of Preliminary subdivision approval of Vivian Estates Phase 3, a 22- lot single family residential subdivision located at 2530 North 300 East in an RA-1 zone.

Suggested Action:

Attachments:

CC Staff Report Vivian Estates 3 Preliminary Subdivision 08.10.21.docx

Vivian Estates 3 Preliminary Subdivision DRC 06.30.21.docx

Vivian Estates Phase 3 Plans.pdf

Aerial Map.pdf

General Plan Map.pdf

Zoning Map.pdf

VIVIAN ESTATES PHASE 3 PRELIMINARY SUBDIVISION

CITY COUNCIL REPORT

Applicant	Hadco Construction		
Meeting Date	August 10, 2021		
Requested Action/Purpose	Approval a proposed preliminary subdivision		
Decision Type	Administrative		
Location	2530 North 300 East		
Existing General Plan Designation	Very Low Density Residential (VLDR)		
Existing Zoning	RA-1		
Existing Land Use	Undeveloped		
Number of Lots/Units	22 Lots		
Adjacent Zoning and Land Use	*North*	RA-1	Vivian Estates 2A Subdivision
	South	TH-5	Dry Creek Corridor
	East	TH-5/RA-1	Undeveloped
	West	RA-1	Vivian Estates D Subdivision
Date of DRC Review	June 30, 2021		
Date of Planning Commission Review	July 22, 2021		
Assigned Planner	Brittney Harris		

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.

Section 37.030. Connectivity Standards.

a. Reduction in Required Connectivity Index. The required connectivity index may be reduced if the applicant provides clear and convincing evidence that it is impracticable to achieve due to:

   i. road grades that exceed ten percent;

   ii. Jordan River;

   iii. Utah Lake;

   iv. delineated wetlands;

   v. other significant natural or historic features;

vi. existing adjacent development;

vii. rail corridors; or

viii. limited access roadways.

Section 12-A.020. Hillside Preservation General Provisions.

A. The hillside preservation standards contained in this Chapter shall be applied to all properties containing slopes of ten percent (10%) or greater. Any land or parcel having a slope of greater than ten (10%) percent shall be deemed to be land having a "steep slope" within the meaning of this Chapter.

B. In the event that any provisions of this chapter conflict with other sections of the Lehi City Development Code, the most restrictive provision shall apply.

C. Unless specifically stated by this chapter, the underlying zone shall determine density, minimum lot sizes, widths, frontages, etc.; except in the case of slopes exceeding thirty percent (30%) no density will be given. When determining density calculations, areas with slopes above thirty percent (30%) must be subtracted from the overall project area.

Section 12-A.030. Hillside Preservation Development Standards.

A. No person shall be permitted to grade, excavate, fill, erect any structure, or otherwise disturb any slope over thirty percent (30%) unless appropriate engineering measures are taken to address any associated hazards, as recommended by an engineering analysis and accepted by the Lehi City Council.

PROPERTY HISTORY

March 22, 2017 Property came into the City as part of the Vivian Carter Addition.

REPORT ANALYSIS

The applicant requests approval of the Vivian Estates Phase 3 Preliminary Subdivision including 22 single family lots located at approximately 2530 North 300 East in an RA-1 zone.

Density Bonus

The proposed subdivision shows three lots with sizes smaller than 15,000 square feet as required by the zone. It also contains a few lots with reduced frontages. These reflect a requested density bonus for the trail and open space dedication along Dry Creek as well as the 600 East Trail. The reduction in lot size and frontages may be granted as the proposed density is 1.26 units per acre which is below the 2.5 units per acre maximum.

Environmental Considerations

The area of the proposed subdivision has steep slopes as well as the Dry Creek Corridor. The applicant shows a slope conservation easement on the west and north sides of the proposed subdivision. The conservation easement states that no additional grading can take place and only landscaping improvements can be made on the land.

The applicant proposes dedicating the land along the Dry Creek Corridor to the City.

Connectivity

The steep slopes greater than 30 percent allow for an exception to the connectivity standards allowing for the cul-de-sacs. If the City Council approves this preliminary subdivision it will include the exception for the cul-de-sacs.

The applicant shows a road stub and temporary turn around to the west for connectivity with a future phase.

DRC Comments

DRC reviewed the proposed preliminary subdivision and had 10 redline comments including:

1. Critical Issue: Line extension from 2600 N. is required for this phase. A road design for 600 East is required for the line extension design. A constructed road is required for line extension installation.
2. Geotech must address existing spring issues

With this only being the preliminary subdivision, DRC decided to move it forward with the critical issue. The critical issue will need to be resolved before final subdivision approval.

Please consider including all DRC comments in your motion.

POSSIBLE ACTIONS AND FINDINGS

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

1. The proposed subdivision will dedicate land along the Dry Creek Corridor and provide the 600 East Trail.
2. The proposed subdivision will conserve the steep slopes (greater than 30 percent) in the area.
3. The proposed subdivision meets the requirements of the Lehi City Development Code in regards to subdivision approvals.
4. The proposed exceptions to the connectivity requirements are justified due to the steep slopes on the property.
5. Other findings based upon information presented at the public hearing.

PLANNING COMMISSION RECOMMENDATION

The Planning Commission reviewed the proposed preliminary subdivision on June 22, 2021. The minutes and motion from that meeting follow:

2.4) Public hearing and recommendation of Hadco Construction's request for preliminary subdivision review of Vivian Estates Phase 3, a 22- lot single family residential subdivision located at 2530 North 300 East in an RA-1 zone.

No questions for staff.

Applicant wasn't present.

Chairman Nelson opened public hearing
Chairman Nelson closed public hearing.

Mr. Curtis mentioned that there was one e-comment related to another parcel request for a fence along the property line.
Commissioner Ellis motioned for a positive recommendation. Commissioner Bunker seconded. No nays.

Motion: Commissioner Ellis moved to send a positive recommendation of **Hadco Construction's request for preliminary subdivision review of Vivian Estates Phase 3, a 22- lot single family residential subdivision located at 2530 North 300 East in an RA-1 zone**; including all DRC comments and findings stated in the report. Commissioner Bunker seconded.

Vote: Commissioner Nielsen, yes; Commissioner Everett, yes; Commissioner Hemmert, yes; Commissioner Ellis; Commissioner Bunker, yes; Commissioner Eyre, yes; Commissioner Newall, yes. The motion passed unanimously.

Vivian Estates Phase 3 Preliminary Subdivision
DRC Redline Comments

Hadco Construction- requests preliminary subdivision review of Vivian Estates Phase 3, a 22-lot residential subdivision located at 2530 North 300 East in an RA-1 zone.

DRC Members Present: Glade Kirkham, Garion Rowett, Greg Allred, Gary Smith, Joshua Bunnell
Representatives of the Applicant Present: Toby Cordova
Date of Plans Reviewed: 6/22/21
Time Start: 2:40
Time End: 2:48

DRC REDLINE COMMENTS:

Glade – Power:

1. Critical Issue: Line extension from 2600 N. is required for this phase. A road design for 600 East is required for the line extension design. A constructed road is required for line extension installation.
2. Provide 10' PUE & RCE at all road frontages public and private. Grading in the easement area must accommodate access for utility cabinets and power construction equipment.

Garion – Fire: No comments

Greg – Water/Sewer:

3. All lots will require a 1" service according to note 6 on the plat
4. Sewer is 7.32' deep at SSMH #113?
5. Reconfigure sewer and SD laterals to lots 313 and 314, eliminate crossed laterals
6. Fox Ditch re-routing plans must be approved by Lehi Irrigation Co prior to final plan approval. This note references sheet C10 but it is missing from this plan set
7. Design on re-routed Fox Ditch must consider construction and rebuild of 600 East. This section of CMP will be removed and replaced with the work on 600 East.
8. Lots 301-306 do not have land drain laterals

Trent – Parks: No comments

Gary – Building/Inspections:

9. Geotech must address existing spring issues

JD – Streets:

10. Add same note here referring to concrete and road base.

Ross – Engineering: No comments

Kim – Planning: No comments

PRIOR TO PRECONSTRUCTION MEETING:

1. Provide an engineer's cost estimate for the cost of all improvements.
2. 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).
3. 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.
4. Required water dedication must be completed.
5. Include surveyor's and engineer's stamps and signatures on the construction drawings.
6. Show lot addresses on the final plat (must coordinate with Planning Division).
7. Schedule a SWPPP inspection through Lehi City Water Dept. (call 385-201-1900). This should be the last item completed prior to scheduling a preconstruction meeting.
8. Provide a Long Term Storm Water Management Plan and Agreement to Planning Division for review and approval (signed by Mayor). Final Agreement to be recorded by developer.
9. Address any comments or conditions from City Council approval.
10. Plans need to be signed by Community Development Director and Public Works Director before precon can be scheduled
11. Planner needs to sign off on building plans prior to the precon meeting

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.

PRIOR TO RECORDING OF PLAT:

1. Provide a Mylar of the final plat for recording with the owners notarized signature(s).
2. Include surveyor's and engineer's stamps and signatures on the plat.
3. Provide a signed easement verification sheet (for proposed public utility easements on the plat).
4. Provide a signed original copy of the CC&Rs to record with the plat (to be reviewed by City Attorney).
5. Warranty deed/title insurance (open space, detention, City park property, City trails, some road dedication). Title insurance policies on each to be obtained through Marnae at Vanguard Title 801-610-1670
6. All City utilities/infrastructure has been accepted and signed off by all Lehi City Inspectors.

DRC GENERAL COMMENTS:

1. Will need a stream alteration permit for connection to and any work adjacent to Dry Creek
2. Keep detention pond grading away from stream channel.
3. Please note that ALL of the DRC Redline and Prior to Recording of Plat comments MUST be completed before a preconstruction meeting can be scheduled.
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 set of 24x36-inch plans submitted to the Planning Division office. When changes need to be made to a check set, revise the affected sheets only. Each new submittal will require a revision date on each new sheet. It is the responsibility of the applicant to follow through with completing the check-off items.
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. 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.
7. Developer is responsible to purchase, move or remove any existing Rocky Mountain Power facilities. Additionally, the Developer is responsible for all costs associated for the purchase of RMP equipment by Lehi City Power. These costs are separate from infrastructure, impact fees, and connection fees.
8. Developer is responsible to furnish adequate rights of way or easements for construction of off-site power line extensions.
9. Residential developments shall complete all required private improvements prior to commencing construction on units totaling more than 80% of the allowed units in the development.
10. 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.
11. 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 SCHEDULED FOR JULY 22nd AFTER WE RECEIVE ENVELOPES

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.

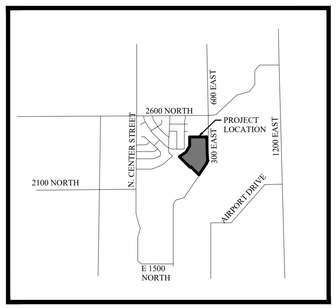
VIVIAN ESTATES PHASE 3

PREPARED FOR:

HADCO CONSTRUCTION

LOCATED IN:

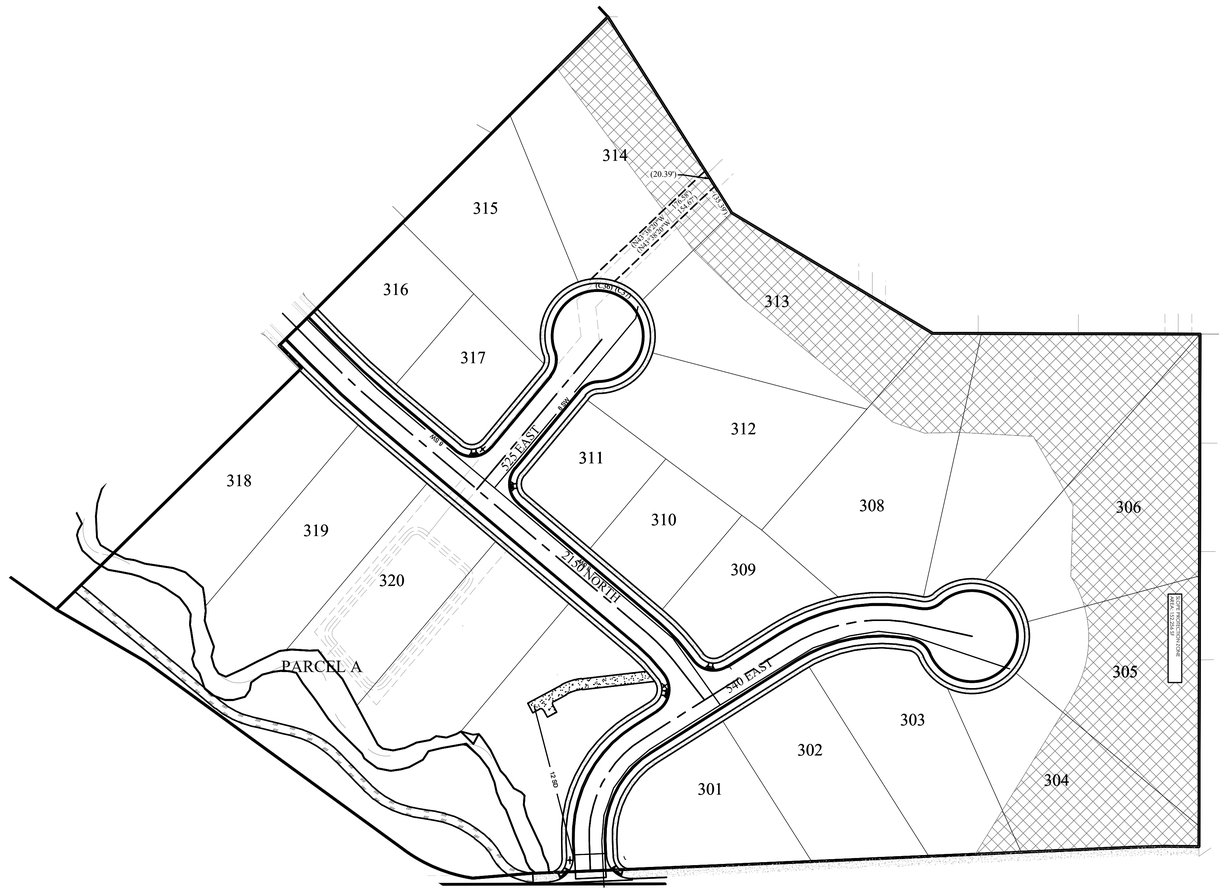
RESIDENTIAL SUBDIVISION IN LEHI, UT



VICINITY MAP

NTS

Sheet List Table	
Sheet Number	Sheet Title
C1.0	COVER
C2.0	FINAL PLAT
C2.1	FINAL PLAT
C3.0	SITE PLAN
C4.0	GRADING PLAN
C4.1	GRADING PLAN
C4.2	GRADING PLAN
C4.3	GRADING PLAN
C4.4	GRADING PLAN
C5.0	DRAINAGE PLAN
C6.0	SEWER PLAN
C6.1	OFFSITE SEWER PLAN
C7.0	WATER PLAN
C8.0	EROSION CONTROLPLAN
C9.0	CIRCILATION PLAN



SITE MAP

LEHI CITY NOTES

1. ONE (1) COLOR ELECTRONIC COPY OF AS-BUILT DRAWINGS, FORMATTED IN ACCORDANCE WITH SECTION 3 OF THE 2016 EDITION OF LEHI CITY DESIGN STANDARDS, SHALL BE SUBMITTED TO THE CITY UPON COMPLETION OF THE PUBLIC IMPROVEMENTS; INCLUDING, WATER, SEWER, STORM DRAIN, AND POWER.
2. ALL CONSTRUCTION IS TO BE DONE AS PER THE 2016 EDITION OF THE LEHI CITY DESIGN STANDARDS AND PUBLIC IMPROVEMENTS SPECIFICATIONS AND 2016 LEHI CITY POWER SPECIFICATIONS.
3. ALL ADA ACCESSIBLE SIDEWALK RAMPS WILL BE CONSTRUCTED IN ACCORDANCE WITH THE 2016 EDITION OF THE LEHI CITY DESIGN STANDARDS AND PUBLIC IMPROVEMENT SPECIFICATIONS.
4. PRIOR TO CONSTRUCTION, AN EROSION AND SEDIMENTATION CONTROL PLAN WILL BE SUBMITTED TO THE PUBLIC WORKS DIRECTOR FOR APPROVAL WHICH IS INCLUDED IN SHEETS M6-D1.
5. PRIOR TO COMMENCEMENT OF ANY WORK, A PRE-CONSTRUCTION MEETING WILL BE HELD WITH THE PUBLIC WORKS DIRECTOR, CHIEF BUILDING OFFICIAL, CITY INSPECTORS, THE CONTRACTOR AND THE PROPERTY OWNER.
6. LEHI POWER WILL NOT SET EQUIPMENT OR PULL CONDUCTOR PRIOR TO CONCRETE FOR CURB AND SIDEWALK BEING PLACED.

NOTICE

BEFORE PROCEEDING WITH THIS WORK, THE CONTRACTOR SHALL CAREFULLY CHECK AND VERIFY ALL CONDITIONS, QUANTITIES, DIMENSIONS, AND GRADE ELEVATIONS, AND SHALL REPORT ALL DISCREPANCIES TO THE ENGINEER.

GENERAL NOTES

1. CONTRACTOR TO FIELD VERIFY HORIZONTAL AND VERTICAL LOCATIONS OF ALL EXISTING UTILITIES PRIOR TO COMMENCEMENT OF CONSTRUCTION, AND REPORT ANY DISCREPANCIES TO THE ENGINEER.

2. ANY AND ALL DISCREPANCIES IN THESE PLANS ARE TO BE BROUGHT TO THE ENGINEER'S ATTENTION PRIOR TO COMMENCEMENT OF CONSTRUCTION.

3. ALL CONSTRUCTION SHALL ADHERE TO LEHI CITY STANDARD PLANS AND SPECIFICATIONS.

4. ALL UTILITIES AND ROAD IMPROVEMENTS SHOWN ON THE PLANS HEREIN SHALL BE CONSTRUCTED USING REFERENCE TO SURVEY CONSTRUCTION STAKES PLACED UNDER THE SUPERVISION OF A PROFESSIONAL LICENSED SURVEYOR WITH A CURRENT LICENSE ISSUED BY THE STATE OF UTAH. ANY IMPROVEMENTS INSTALLED BY ANY OTHER VERTICAL OR HORIZONTAL REFERENCE WILL NOT BE ACCEPTED OR CERTIFIED BY THE ENGINEER OF RECORD.

5. THIS DRAWING SET IS SCALED TO BE PRINTED ON A 24" X 36" SIZE OF PAPER (ARCH. D). IF PRINTED ON A SMALLER PAPER SIZE, THE DRAWING WILL NOT BE TO SCALE AND SHOULD NOT BE USED TO SCALE MEASUREMENTS FROM THE PAPER DRAWING. ALSO USE CAUTION, AS THERE MAY BE TEXT OR DETAIL THAT MAY BE OVERLOOKED DUE TO THE SMALL SIZE OF THE DRAWING.

6. ALL LOTS THAT FALL WITHIN THE WILDLAND URBAN INTERFACE WILL BE FIRE SPRINKLERED. TYPICAL ¾" RESIDENTIAL WATERLINES WILL BE UP-SIZED TO 1" TO ACCOMMODATE THE FIRE SPRINKLERS AS NECESSARY.

ENGINEER'S NOTES TO CONTRACTOR

1. THE EXISTENCE AND LOCATION OF ANY UNDERGROUND UTILITY PIPES, CONDUITS OR STRUCTURES SHOWN ON THESE PLANS WERE OBTAINED BY A SEARCH OF THE AVAILABLE RECORDS, TO THE BEST OF OUR KNOWLEDGE, THERE ARE NO EXISTING UTILITIES EXCEPT AS SHOWN ON THESE PLANS. THE CONTRACTOR IS REQUIRED TO TAKE DUE PRECAUTIONARY MEASURES TO PROTECT THE UTILITY LINES SHOWN ON THESE DRAWINGS. THE CONTRACTOR FURTHER ASSUMES ALL LIABILITY AND RESPONSIBILITY FOR THE UTILITY PIPES, CONDUITS OR STRUCTURES SHOWN OR NOT SHOWN ON THESE DRAWINGS. IF UTILITY LINES ARE ENCOUNTERED DURING CONSTRUCTION THAT ARE NOT IDENTIFIED BY THESE PLANS, CONTRACTOR SHALL NOTIFY ENGINEER IMMEDIATELY.

2. CONTRACTOR AGREES THAT HE SHALL ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THIS PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY; THAT THIS REQUIREMENT SHALL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS; AND THAT THE CONTRACTOR SHALL DEFEND, INDEMNIFY AND HOLD THE CITY, THE OWNER, AND THE ENGINEER HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT, EXCEPTING FOR LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF THE OWNER OR THE ENGINEER.

3. UNAUTHORIZED CHANGES & USES: THE ENGINEER PREPARING THESE PLANS WILL NOT BE RESPONSIBLE FOR, OR LIABLE FOR, UNAUTHORIZED CHANGES TO OR USES OF THESE PLANS. ALL CHANGES TO THE PLANS MUST BE IN WRITING AND MUST BE APPROVED BY THE PREPARER OF THESE PLANS.

4. ALL CONTOUR LINES SHOWN ON THE PLANS ARE AN INTERPRETATION BY CAD SOFTWARE OF FIELD SURVEY WORK PERFORMED BY A LICENSED SURVEYOR. DUE TO THE POTENTIAL DIFFERENCES IN INTERPRETATION OF CONTOURS BY VARIOUS TYPES OF GRADING SOFTWARE BY OTHER ENGINEERS OR CONTRACTORS, FOCUS DOES NOT GUARANTEE OR WARRANTY THE ACCURACY OF SUCH LINEWORK. FOR THIS REASON, FOCUS WILL NOT PROVIDE ANY GRADING CONTOURS IN CAD FOR ANY TYPE OF USE BY THE CONTRACTOR. SPOT ELEVATIONS AND PROFILE ELEVATIONS SHOWN IN THE DESIGN DRAWINGS GOVERN ALL DESIGN INFORMATION ILLUSTRATED ON THE APPROVED CONSTRUCTION SET. CONSTRUCTION EXPERTISE AND JUDGMENT BY THE CONTRACTOR IS ANTICIPATED BY THE ENGINEER TO COMPLETE BUILD-OUT OF THE INTENDED IMPROVEMENTS.

CONTACTS

ENGINEER & SURVEYOR
FOCUS ENGINEERING & SURVEYING, LLC
6949 S. HIGH TECH DRIVE SUITE 200
MIDVALE, UTAH 84047
(801) 352-0075
PROJECT MANAGER: BEN DUZETT
SURVEY MANAGER: SPENCER LLEWELYN

OWNER/DEVELOPER
HADCO CONSTRUCTION
1450 WEST 1850 NORTH
LEHI, UTAH 84043
(559) 367-3134
CONTACT: JASON RICKARDS

Know what's below. Call 811 before you dig.

GRAPHIC SCALE

80 0 40 80 160 320

(IN FEET)
1 inch = 80 ft.

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

LICENSED PROFESSIONAL ENGINEER — No. 8026850-2202 — THOMAS M. ROMNEY — 11 22 12 — STATE OF UTAH

VIVIAN ESTATES PHASE 3
RESIDENTIAL SUBDIVISION IN LEHI, UT
COVER

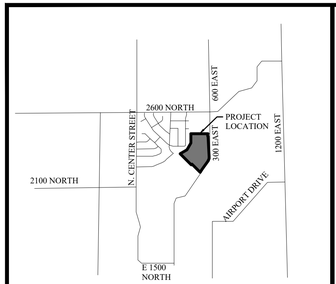
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COVER

Scale: 1"=80' | Drawn: SGA
Date: 06/22/2021 | Job #: 20-0567
Sheet: C1.0

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VICINITY MAP

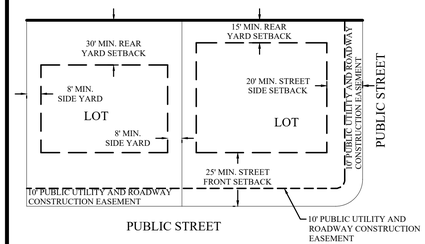
N.T.S

NOTES:

1. THIS AREA IS SUBJECT TO NORMAL EVERYDAY SOUNDS, ODORS, SITES, 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 (FOCUS ENG.) TO BE SET AT ALL REAR LOT CORNERS. PLUG TO BE SET IN CURB AT PROJECTION OF SIDE LOT LINES.
4. BONUS DENSITY, REDUCED BUILDING SETBACKS AND LOT SIZE FLEXIBILITY HAS BEEN GRANTED TO THIS SUBDIVISION FOR OPEN SPACE DEDICATION ALONG DRY CREEK AND THE 600 EAST TRAIL.
5. PARCEL A AND B ARE HEREBY DEDICATED TO AND MAINTAINED BY LEHI CITY.
6. ALL LOTS ARE LOCATED WITHIN THE WILDLAND/URBAN INTERFACE AND ARE DEEMED HIGH TO EXTREME FIRE HAZARD.
7. NO ADDITIONAL GRADING, CONSTRUCTION, ETC. IS ALLOWED IN THE SLOPE EASEMENT AREA, THAT IT CAN BE LANDSCAPED, BUT OTHERWISE IS TO BE LEFT UNDISTURBED

TABULATIONS:

CURRENT ZONE:	RA-1
TOTAL AREA:	17.41 ACRES
SINGLE FAMILY LOTS:	22
OPEN SPACE:	0.98 ACRES
DENSITY:	1.26 UNITS/ACRE
ROADWAY AREA:	2.13 ACRES
ROADWAY LENGTH:	1409.68 FEET



TYPICAL BUILDING SETBACKS

N.T.S.

LEGEND

- BOUNDARY
- SECTION LINE
- EASEMENT
- RIGHT-OF-WAY LINE
- BUILDING SETBACK
- EXISTING PROPERTY LINE
- SECTION MONUMENT (FOUND)
- STREET MONUMENT (TO BE SET)
- BOUNDARY MARKERS
- 30% NO DISTURBANCE SLOPE EASEMENT

GRAPHIC SCALE

80 0 40 80 160 320

(IN FEET)
1 inch = 80 ft.

N

S

BASIS OF BEARING: N0°03'14"W (ALONG SECTION LINE) MEASURED: 2,647.15 (NAD83: N0°03'48"W 2,646.90)

T4S T5S 32 33 5 4

NORTHWEST CORNER OF SECTION 4, T5S, R1E, SLB&M 2000 UTAH COUNTY MONUMENT

N89°55'58"E 2,651.96 (NAD83: N89°55'20"E 2,652.02)

NORTH 1/4 CORNER OF SECTION 4, T5S, R1E, SLB&M 1996 UTAH COUNTY MONUMENT 33 4

823.27' (TIE)

East 2,041.78'

CENTER STREET

400 EAST

EAGLE CREST DRIVE

VIVIAN ESTATES PLAT B ENTRY: 60520:2018

VIVIAN ESTATES PLAT D ENTRY: 152582020

VIVIAN ESTATES PHASE 2 ENTRY: _____

POINT OF BEGINNING

N90°00'00"E 572.87'

R=1029.00' Δ=4°16'11" L=76.68' CH=S0°34'03"E 76.67'

N0°00'00"E 298.95'

N89°55'58"E 2,651.96 (NAD83: N89°55'20"E 2,652.02)

N57°34'05"E 259.45'

N30°49'45"E 261.91'

S2°42'09"E 460.23'

S2°31'08"E 212.41'

S4°50'33"E 62.97'

N45°13'53"W 463.39'

N44°38'58"W 56.00'

S29°54'17"W 116.10'

S35°57'08"W 357.81'

N44°38'58"W 384.86'

S45°21'02"W 35.39'

525 EAST (PUBLIC - 62' ROW)

2150 NORTH (PUBLIC - 62' ROW)

540 EAST (PUBLIC - 62' ROW)

600 EAST

301	0.52 acres	22450 sqft
302	0.57 acres	24825 sqft
303	0.64 acres	27897 sqft
304	0.67 acres	29046 sqft
305	0.77 acres	33577 sqft
306	0.87 acres	37708 sqft
307	0.98 acres	42868 sqft
308	0.88 acres	38267 sqft
309	0.35 acres	15239 sqft
310	0.33 acres	14205 sqft
311	0.32 acres	13867 sqft
312	0.68 acres	29693 sqft
313	0.90 acres	39118 sqft
314	0.97 acres	42463 sqft
315	0.57 acres	24794 sqft
316	0.36 acres	15874 sqft
317	0.33 acres	14539 sqft
318	0.62 acres	27128 sqft
319	0.66 acres	28943 sqft
320	0.53 acres	23095 sqft
321	0.59 acres	25587 sqft
322	0.62 acres	26972 sqft
PARCEL A	0.36 acres	15824 sqft
PARCEL B	0.98 acres	42665 sqft

30% NO DISTURBANCE SLOPE EASEMENT (HATCHED AREA) SEE NOTE 7

20' STORM DRAIN EASEMENT ENTRY: 125536:2020

20' STORM DRAIN EASEMENT

TEMPORARY TURNAROUND EASEMENT ENTRY: _____

RIGHT OF WAY EASEMENT ENTRY: 6456 BK: 1114 PG: 270

SEE SHEET 2 DETAIL "A"

FEMA FLOOD ZONE X

FEMA FLOOD ZONE AE

VIVIAN ESTATES PLAT C ENTRY: 60521:2018

CARTER FAMILY INVESTMENT LLC ENTRY: 150588:2020

LAYNE & SARAH JENSEN 40.00 ac

TBT PROPERTY MANAGEMENT, INC. 24157:2006

WEST 1/4 CORNER OF SECTION 4, T5S, R1E, SLB&M 1996 UTAH COUNTY MONUMENT 5 4

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SURVEYOR'S CERTIFICATE

I, Spencer W. Llewelyn, do hereby certify that I am a Professional Land Surveyor, and that I hold Certificate No. 10516507 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, blocks, streets, and easements, and the same has, or will be correctly surveyed, staked and monumented on the ground as shown on this Plat, and that this Plat is true and correct.

Spencer W. Llewelyn
Professional Land Surveyor
Certificate No. 10516507

Date

BOUNDARY DESCRIPTION

A portion of the NW1/4 of Section 4, Township 5 South, Range 1 East, Salt Lake Base and Meridian, Lehi City, Utah, more particularly described as follows;

Beginning at a point on the Easterly line of PLAT D, VIVIAN ESTATES, according to the Official Plat recorded August 21, 2020 as Entry No. 125536:2020 in the Office of the Utah County Recorder, located S00°03'14"E along the Section line 823.27 feet and East 2,041.78 feet from the Northeast Corner of Section 4, T5S, R1E, SLB&M; thence East 572.87 feet; thence Southerly along the arc of a non-tangent curve to the left having a radius of 1,029.00 feet (radius bears: S88°25'57"E) a distance of 76.68 feet through a central angle of 04°16'11" Chord: S00°34'03"E 76.67 feet; thence S02°42'09"E 460.23 feet; thence S02°31'08"E 212.41 feet; thence S04°50'33"E 62.97 feet; thence along the arc of a curve to the right having a radius of 174.00 feet a distance of 83.41 feet through a central angle of 27°27'52" Chord: S22°13'12"W 82.61 feet; thence S35°57'08"W 357.81 feet; thence S29°54'17"W 116.10 feet; thence N44°38'58"W 384.66 feet; thence S45°21'02"W 35.39 feet; thence N44°38'58"W 56.00 feet; thence N45°13'53"W 463.59 feet to the Southwesterly Corner of Lot 406 of said PLAT D, VIVIAN ESTATES; thence along said plat the following three (3) courses: 1) N57°34'05"E 259.45 feet; 2) N30°49'45"E 261.91 feet; 3) North 298.95 feet to the point of beginning.

Contains: 17.41 acres+/-

PHASE 3

VIVIAN ESTATES

PRELIMINARY
RESIDENTIAL SUBDIVISION
LOCATED IN THE NW1/4 OF SECTION 4, T5S, R1E,
SALT LAKE BASE & MERIDIAN
LEHI CITY, UTAH COUNTY, UTAH

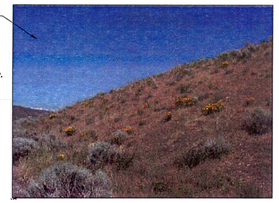
FOR REVIEW ONLY

Z:_2020\20-0567 Vivian Estates Phase 3\design 20-0567\dwg\sheets\C2 FINAL PLAT.dwg

NOTES:
ALL DISTURBED HILLSIDES THAT ARE 3:1 SLOPES OR GREATER WILL BE RE-SEEDED WITH THE NATIVE SEED MIX BELOW. ALL AREAS DEEMED TO BE 30% OR GREATER WILL BE DEFINED AT FINAL DESIGN OF THE PROJECT.

SLOPE AREAS CREATED FOR DETENTION BASIN WILL ALSO BE RESEEDED.

Exhibit A
The re-vegetated slope indicated represents a 2:1 slope located on the Traverse Mountain property which was seeded in 2004. Plantings indicated are representative of the proposed Revegetative Seed Mix below.



RE-VEGATATIVE SEED MIX:

SPECIES	%
Slender wheatgrass	15
Western wheatgrass	17.5
Bluebunch wheatgrass	16.25
Sheep fescue	3.5
Sandberg bluegrass	2.75
Indian ricegrass	10
Rubber rabbit brush	5
Western sage	5
Blanket flower	5
Blue flax	10
California poppy	10

SEEDING RATE IS 20 POUNDS PER ACRE

(Seedmix provided by Granite Seed, Lehi, Utah)

RE-VEGETATION DETAIL

CONTRACTOR NOTES:

1. DISTURBED HILLSIDE MUST BE STABILIZED TO PREVENT EROSION. AMERICAN EXCELSIOR, OR APPROVED EQUIVALENT, STRAW WATTLES SHALL BE INSTALLED PER SPACING TABLE SHOWN ON THE WATTLE DETAIL (THIS SHEET). DISTURBED HILLSIDE SHALL BE SEEDED PER ATTACHED RE-VEGETATION DETAIL AND SEED VENDOR'S RECOMMENDATIONS. HILLSIDES WITH SLOPES GREATER THAN 3V:1H SHALL BE HYDROSEEDED WITH DYDROSEED WITH TACKIFIER.
2. CONTRACTOR SHALL PROVIDE FIRE PROTECTION WHILE GRADING IN THE WILDLAND URBAN INTERFACE.



LEGEND

BOUNDARY	
ROW	
CENTERLINE	
LOT LINE	
PUE	
15" ADS SD	15 SD
8" PVC SDR-35 SEWER	8 SS
6" PVC DR-18 C900 WATER	6 W
8" PVC DR-18 C900 SEC. WATER (PURPLE PIPE)	8 SW
EXIST. 24"RCP SD	Ex 24 SD
EXIST. 18"RCP SD	Ex 18 SD
EXIST. 8" SDR-35 SEWER	Ex 8 SS
EXIST. 14" DR-18 C900 WATER	Ex 14 W
EXIST. 12" DR-18 C900 SEC. WATER (PURPLE PIPE)	Ex 12 SW
EXIST. FENCE	
EXIST. CONTOUR MAJOR	XXXX
EXIST. CONTOUR MINOR	XXXX
SD MH, INLET, AND COMBO	
SEWER MANHOLE	
VALVE, TEE & BEND	
WATER BLOW-OFF	
FIRE HYDRANT	
STREET MONUMENT (TO BE SET)	
EXIST. SD INLET & MH	
EXIST. SEWER MH	
EXIST. VALVE, TEE, & BEND	
EXIST. FIRE HYDRANT	
EXIST. POWER POLE	
SPOT ELEVATION	○ XXXX.XX

GRAPHIC SCALE

70 0 35 70 140 280

(IN FEET)
1 inch = 70 ft.

Know what's **below.** **Call 811** before you dig.

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www.focusutah.com

LICENSED PROFESSIONAL ENGINEER
No. 9028590-2202
THOMAS M. ROMNEY
9/22/21
STATE OF UTAH

VIVIAN ESTATES PHASE 3

RESIDENTIAL SUBDIVISION IN LEHI, UT

GRADING PLAN

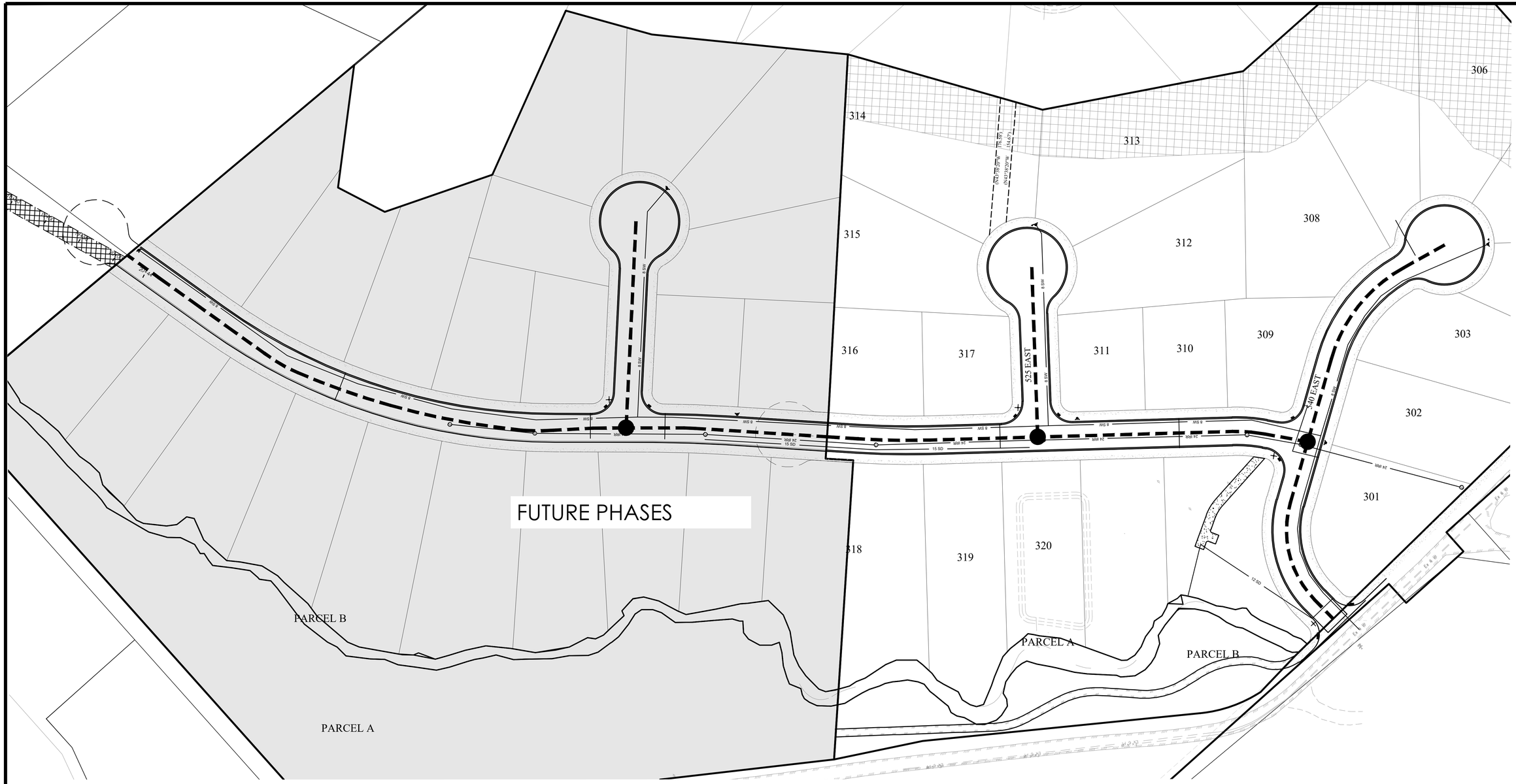
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GRADING PLAN

Scale: 1"=70' | Drawn: SGA
Date: 06/22/2021 | Job #: 20-0567
Sheet: C4.0

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CONNECTIVITY TABULATIONS:

ZONE : RA-1	
DENSITY: 7.16 UNITS/ACRE	
MINIMUM INDEX SCORE	1.21
CONNECTIVITY LINKS	7
CONNECTIVITY NODES	3
CONNECTIVITY INDEX SCORE	2.33

GRAPHIC SCALE

50 0 25 50 100 200

(IN FEET)
1 inch = 50 ft.

Know what's below. Call 811 before you dig.

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LICENSED PROFESSIONAL ENGINEER
No. 9028850-2202
THOMAS M. ROMNEY
5-21-21
STATE OF UTAH

VIVIAN ESTATES PHASE 3

RESIDENTIAL SUBDIVISION IN LEHI, UT

CIRCULATION PLAN

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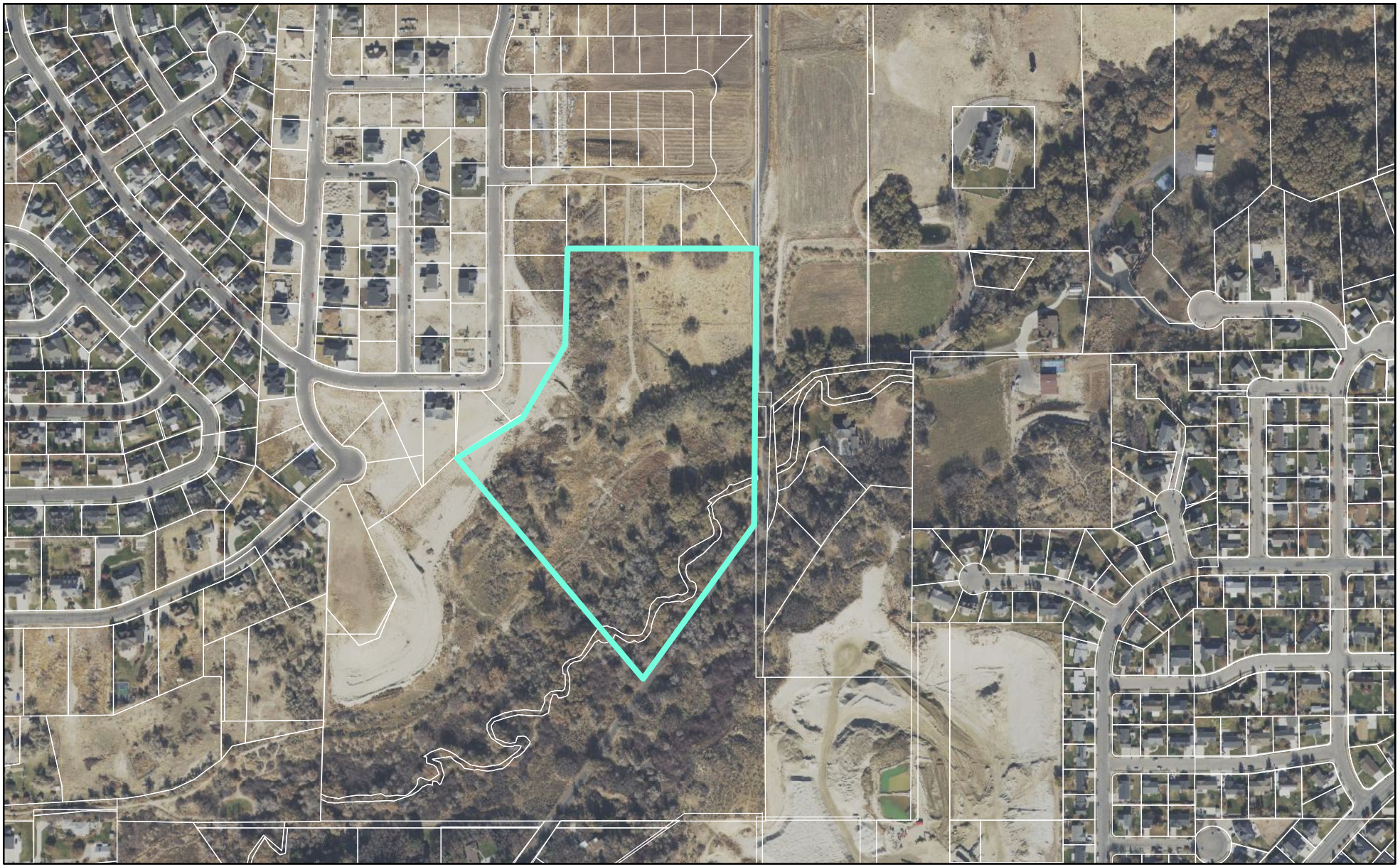
CIRCLATION PLAN

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Sheet:	C9.0		

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Vivian Estates Phase 3

Aerial

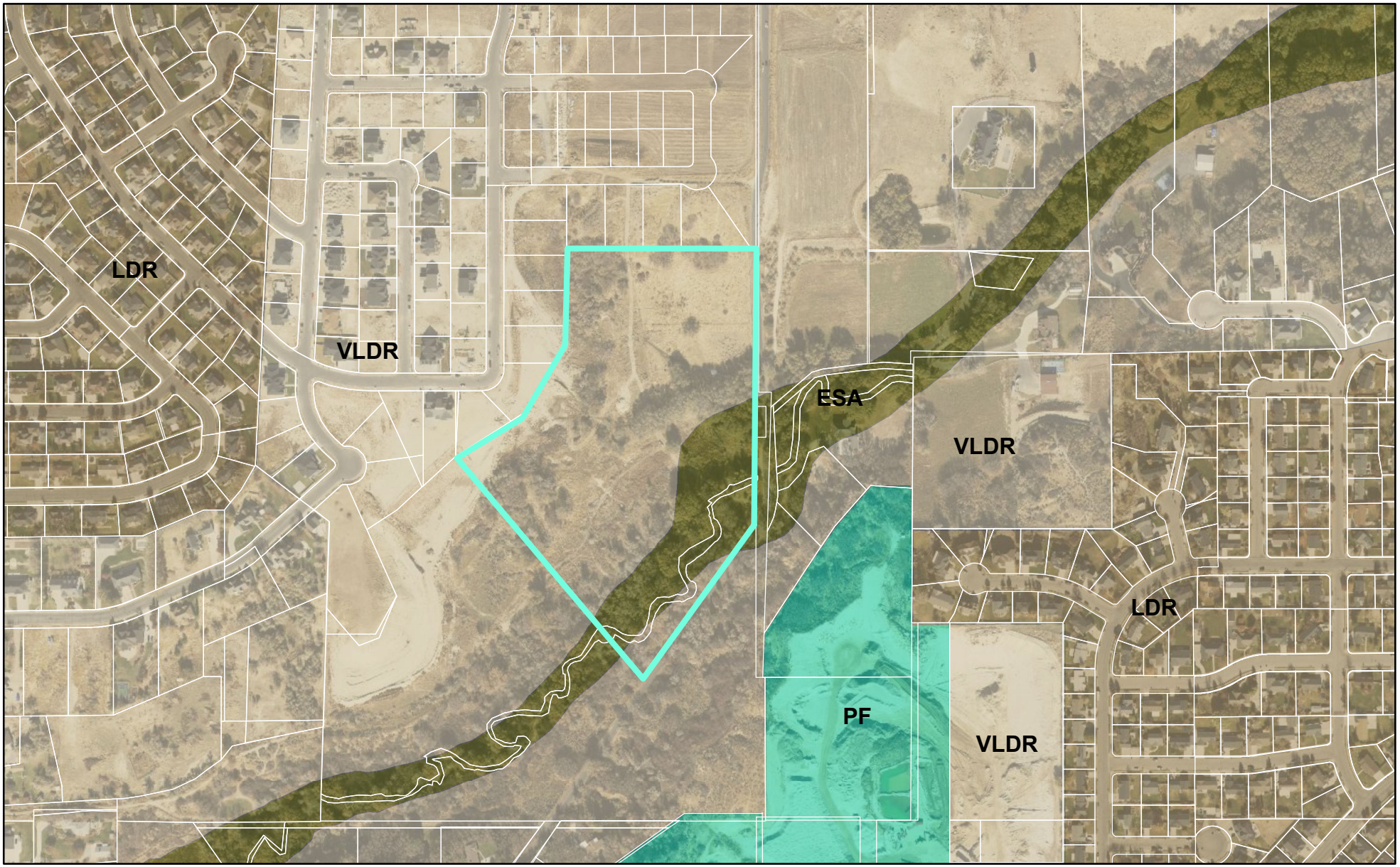


0 525 1,050 Feet

LEHI CITY

Vivian Estates Phase 3

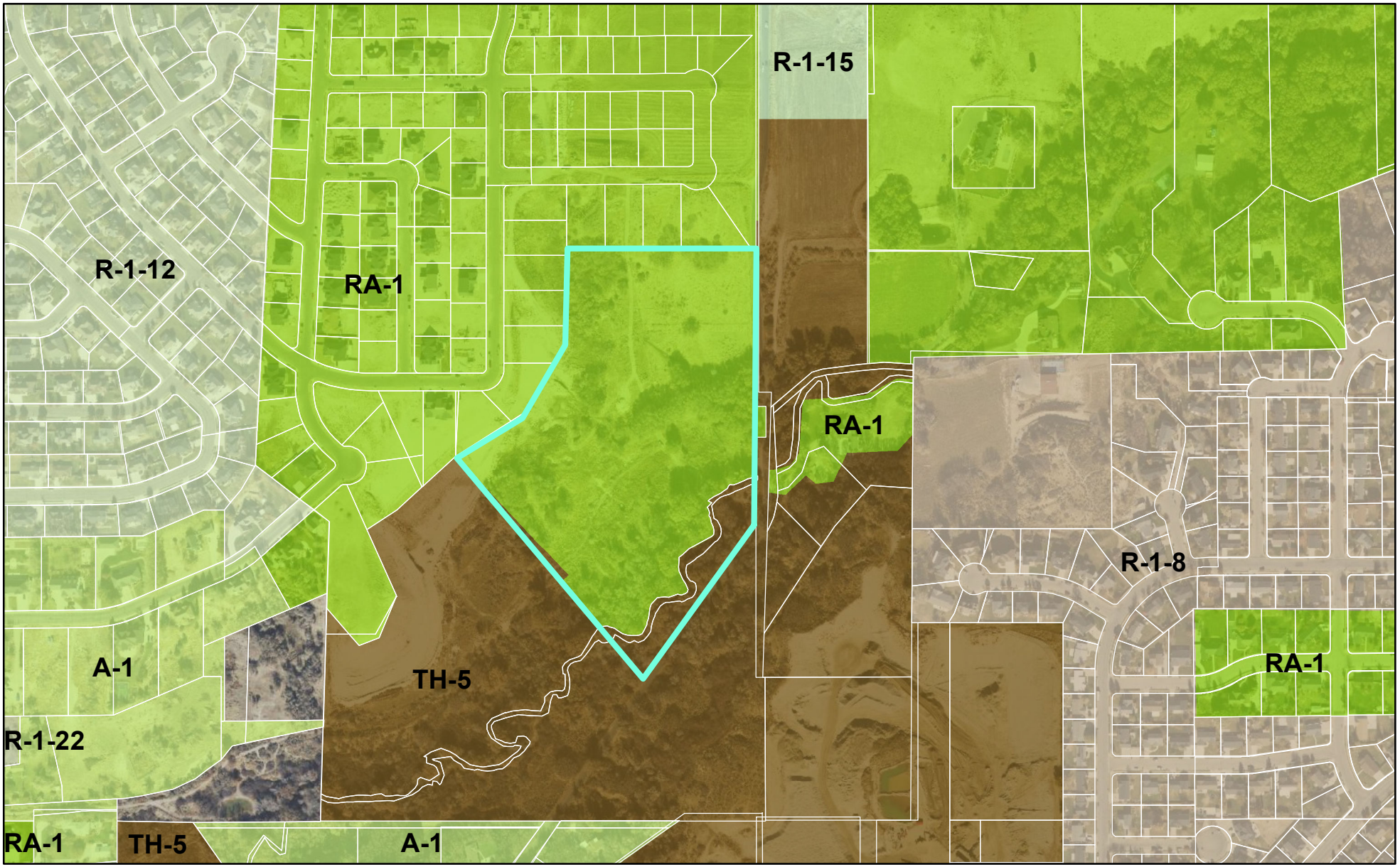
General Plan



LEHI CITY

Vivian Estates Phase 3

Zoning



0 525 1,050 Feet

LEHI CITY

Agenda Item No: 10

City Council Agenda Item Report

Meeting Date: August 10, 2021
Submitted By: Jacob Curtis
Submitting Department: Planning Division
Item Type: Ordinance
Agenda Section: Regular Agenda

Subject:
Consideration of Ordinance #34-20201, a Zone Change from A-5 (agriculture) to Neighborhood Commercial and R-1-Flex (residential) on 20.10-acres of property located at 2100 North 2300 West.

Suggested Action:

Attachments:

CC Staff Report X Development Zone Change 08.10.21.docx

X Development Zone Change DRC 04.07.21.docx

Ord 34-2021.docx

X Development aerial.pdf

X Development General Plan.pdf

X Development Zoning.pdf

X Development Zone Change narrative.pdf

X Development Zone Change 04.07.21.pdf

X DEVELOPMENT ZONE CHANGE

CITY COUNCIL REPORT

Applicant	X Development		
Meeting Date	August 10, 2021		
Requested Action/Purpose	Approval of a proposed zone change		
Location	Approximately 2100 North 2300 West		
Project Area	Approximately 20 acres		
Existing Zoning	A-5		
Proposed Zoning	R-1-Flex and NC (Neighborhood Commercial)		
Existing General Plan Land Use Designation	LDR (Low Density Residential) with NC overlay (Neighborhood Commercial)		
Adjacent Zoning and Land Use	*North*	A-5	2100 North
	South	R-1-12	Jordan Meadows Subdivision
	East	R-1-12 & C	Green Park Plat B Subdivision & Rail Corridor
	West	R-1-8 & PF	Cranberry Ridge Subdivision & North Point Elementary School
Date of DRC Review	April 7, 2021		
Date of Planning Commission Review	July 8, 2021		
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. For the efficient implementation of this General Plan Land Use category, and to achieve the goals of the General Plan, the City has created the Flex Zone, which provides a diversity of lot sizes and promotes diversification and stability of neighborhoods. The applicable Zoning District classifications are R-1-12 and R-1-Flex. In cases where a parcel of property is immediately adjacent to existing R-1-10 or R-1-8 Zoning on at least 3 sides, the City may allow zoning/re-zoning of the parcel to an R-1-8 or R-1-10 Zone based on the contiguous zoning.



Neighborhood Commercial Node (Overlay) (NCN)



The purpose of the Neighborhood Commercial classification is to allow for smaller-scale retail and service-oriented businesses that are compatible with adjacent neighborhoods and can provide basic goods and services that are available in close proximity to residential areas. Developments within this zone should be designed for a sensitive transition between commercial uses and surrounding

residential uses.

Several of these nodes occur within the City. The purpose of Neighborhood Commercial Nodes (NCNs) is to allow for the implementation of the Neighborhood Commercial designation at designated major intersections as shown on the Land Use Map. Neighborhood Commercial Nodes are considered an overlay designation. Therefore, if a determination is made by the City that commercial land uses are not appropriate at any given NCN or portion of a NCN, the underlying General Plan Land Use designation(s) apply.

An estimation of how the land may develop in the Neighborhood Commercial Node areas is as follows:

Retail – 55%
Office/employment – 25%
Residential – 5%
Roads & institutional – 15%

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

September 23, 1998 The property was annexed into Lehi City with the Alpine School District Annexation.
September 22, 2020 A General Plan amendment to MDR and C (Commercial) was denied by the City Council.

REPORT ANALYSIS

The applicant is seeking approval of a proposed zone change from A-5 to R-1-Flex and NC for approximately 20 acres located at approximately 2100 N 2300 W on the southeast corner. This zone change is consistent with the approved General Plan designations of LDR with a NC overlay for the property. The applicant proposes to rezone approximately two of the 20 acres to Neighborhood Commercial and the remaining 18 acres to R-1-Flex. The Neighborhood Commercial area is shown on the northwest corner of the property.

The purpose of Low Density Residential Districts, such as R-1-Flex, is to provide for single-family residential areas and dwelling units on individual lots.

The purpose of the Neighborhood Commercial (NC) District is to provide an area where goods and services are available near residential areas. It allows for the development of smaller-scale retail and service-oriented businesses that are compatible with the adjacent neighborhoods. Developments within this zone should be designed for a sensitive transition between the commercial uses and surrounding residential uses. Buildings are limited in size to a 5,000 square foot footprint unless otherwise approved by the Planning Commission based on a determination that the building meets the intent of this zone.

The DRC had five comments on the proposed zone change including the following:

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 and NC Zones. For the R-1-Flex, the amount of culinary water is 1.58-acre feet per acre and irrigation water is 2.11-acre feet per acre. For the NC Zone the amount of culinary is 1.35-acre feet per acre and irrigation is 1.25-acre feet per acre.
2. Where this is just a zone change, you can remove the open space note on the map. Also, indicate the requested R-1-Flex Zoning on the map with the General Plan designation.
3. For future reference. We would require a traffic study including:
   1) Analysis of access locations on 2300 W and on 2100 N (likely RIRO pending UDOT access permit approval, acceleration/deceleration lanes). The 2300 W access probably should line up with Cranberry Ridge Rd.
   2) Evaluate what roadway improvements to 2300 W would be need to address the increase in traffic volumes.
   3) Analysis of daily and peak hour traffic increases in neighborhoods to the south and east.

Please include the DRC comment in the motion.

POSSIBLE ACTIONS/FINDINGS

The City Council may approve or deny the proposed Zone Change. Please remember to include findings and DRC comments as a part of the motion. Possible findings include:

1. The proposed zone change is consistent with the Low Density Residential and Neighborhood Commercial designation of the General Plan.
2. The proposed zone change is/is not consistent with the goals and policies of the General Plan;
3. The proposed zone change will/will not unduly affect the uses or proposed uses for nearby properties.
4. The proposed zone change will/will not adversely affect the public health, safety, and welfare of the neighborhoods.

PLANNING COMMISSION RECOMMENDATION

The Planning Commission reviewed the proposed zone change on July 8, 2021. The minutes and motion from this meeting are as follows:

2.10) Public hearing and recommendation of X Development's request for review of a zone change from A-5 (agriculture) to Neighborhood Commercial and R-1-Flex (residential) on 20.10-acres of property located at 2100 North 2300 West.

Brittney Harris presented information on the agenda item.

Commissioner Nielsen asked if there was a traffic study required. Ross Dinsdale stated there was not a study that was required right now, but that it would be required in the future.

The applicant, Keaton Morton, was present.

Commissioner Nielsen opened the public hearing.

Brian McQuiston was present and stated he is in support of the zone change.

Commissioner Nielsen closed the public hearing.

Motion: Commissioner Eyre moved to send a positive recommendation of **X Development's request for review of a zone change from A-5 (agriculture) to Neighborhood Commercial and R-1-Flex (residential) on 20.10-acres of property located at 2100 North 2300 West;** including DRC comments and positive findings stated in the report. Commissioner Newall seconded.

Vote: Commissioner Nielsen, yes; Commissioner Everett, yes; Commissioner Hemmert, yes; Commissioner Ellis; Commissioner Bunker, yes; Commissioner Eyre, yes; Commissioner Newall, yes. The motion passed unanimously.

X Development Residential Zone Change
DRC Redline Comments

X-Development- requests review of a zone change from A-5 to NC and R-1-Flex on 20.10-acres of property located at 2100 North 2300 West.

DRC Members Present: Glade Kirkham, Garion Rowett, Greg Allred, Kim Struthers, Gary Smith, Joshua Bunnell, Ross Dinsdale, Trent Dyer, Luke Seegmiller
Date of Plans Reviewed: 03/25/21

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- meets the general plan.
Luke – Traffic:
1. For future reference. We would require a traffic study including:
   1) Analysis of access locations on 2300 W and on 2100 N (likely RIRO pending UDOT access permit approval, acceleration/deceleration lanes). The 2300 W access probably should line up with Cranberry Ridge Rd.
   2) Evaluate what roadway improvements to 2300 W would be need to address the increase in traffic volumes.
   3) Analysis of daily and peak hour traffic increases in neighborhoods to the south and east.

Kim – Planning:
2. 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 and NC Zones. For the R-1-Flex, the amount of culinary water is 1.58-acre feet per acre and irrigation water is 2.11-acre feet per acre. For the NC Zone the amount of culinary is 1.35-acre feet per acre and irrigation is 1.25-acre feet per acre.
3. Provide a separate legal description for the proposed NC area.
4. Question: Is the applicant still interested in acquiring the City and School District parcels? If so, recommend coordinating with them now and including those parcels in this zone change application.
5. Where this is just a zone change, you can remove the open space note on the map. Also, indicate the requested R-1-Flex Zoning on the map with the General Plan designation.

General comment
1. The sidewalk along 2100 N is proposed to be widened to a 10' master planned trail width.

THIS ITEM WILL BE SCHEDULED FOR PLANNING COMMISSION ON APRIL 22, 2021.

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: 34-2021

AN ORDINANCE APPROVING A ZONE DISTRICT DESIGNATION AMENDMENT AND ZONING DISTRICT MAP AMENDMENT LOCATED AT 2100 NORTH 2300 WEST

WHEREAS, X Development, authorized agent for the owner of property located at 2100 North 2300 West 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 parcels designated as R-1-Flex and Neighborhood Commercial (NC); and

WHEREAS, following a public hearing on July 8, 2021, 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 July 27, 2021, 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 July 8, 2021; 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 October 25, 2011 (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 and Neighborhood Commercial (NC).

PART II:

A. If a provision of this Ordinance 34 -2021 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 27th day of July 2021.

ATTEST

_____ _____

Mark Johnson, Mayor Teisha Wilson, City Recorder

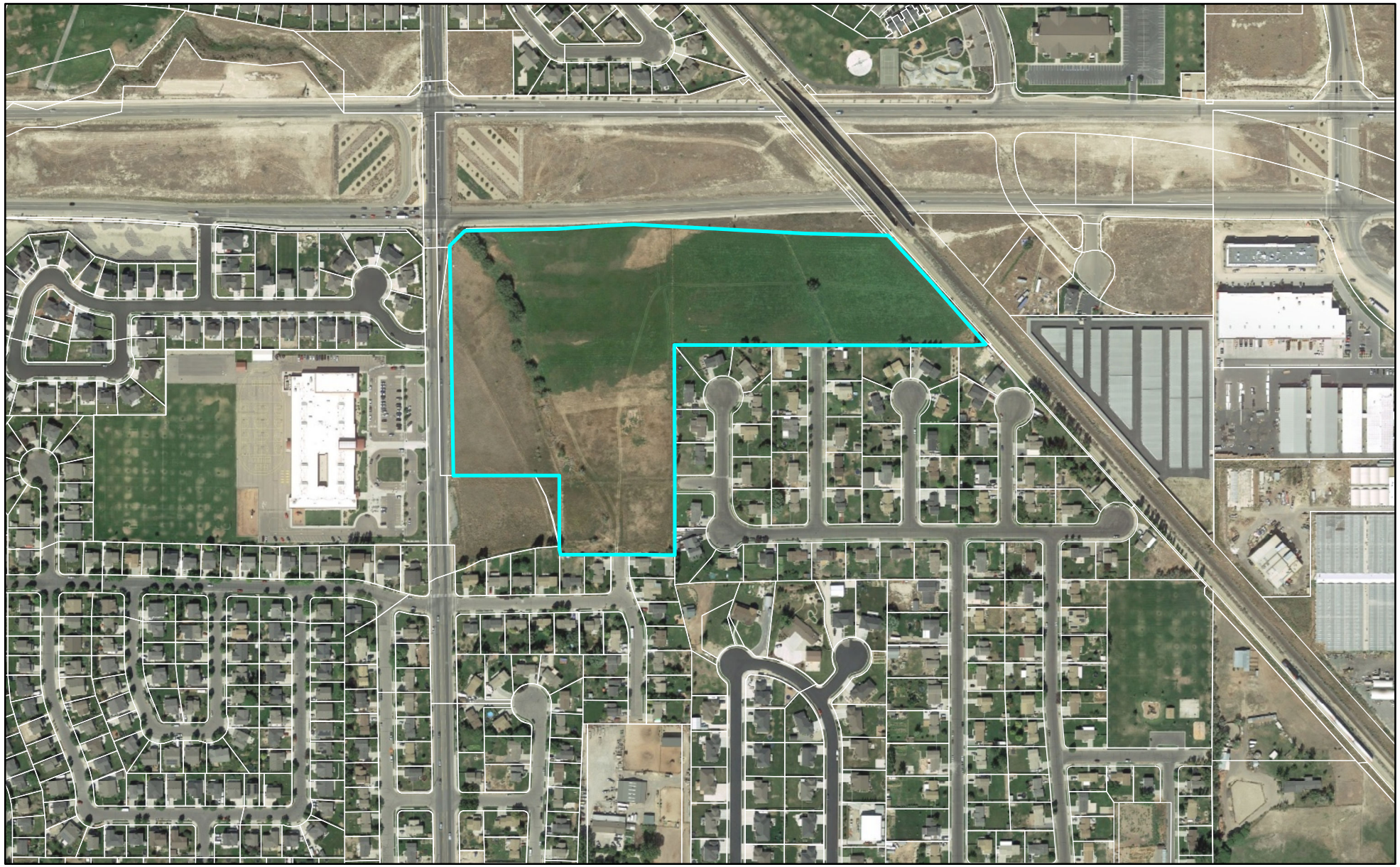
EXHIBIT “A”

X DEVELOPMENT ZONE CHANGE PROPERTY LEGAL DESCRIPTION
STILL NEED SEPARATE LEGAL DESCRIPTIONS

COM N 0 DEG 4' 52" W 1541.96 FT & E 333.68 FT FR SW COR. SEC. 6, T5S, R1E, SLB&M.; N 0 DEG 53' 18" W 701.76 FT; N 43 DEG 48' 51" E 64.35 FT; N 88 DEG 56' 6" E 280.62 FT; N 86 DEG 17' 40" E 167.89 FT; N 86 DEG 49' 15" E 68.7 FT; S 86 DEG 51' 57" E 524.97 FT; S 88 DEG 53' 1" E 252.64 FT; S 42 DEG 34' 9" E 198.98 FT; S 41 DEG 15' 0" E 248.66 FT; S 86 DEG 16' 38" W 42.09 FT; N 89 DEG 56' 52" W 908.33 FT; S 0 DEG 5' 13" E 407.02 FT; S 0 DEG 5' 15" E 234.94 FT; N 88 DEG 51' 28" W 99.67 FT; W 249.68 FT; N 12 DEG 50' 31" W 16.37 FT; N 225.03 FT; W 323.38 FT TO BEG. AREA 20.108 AC.

X Development Zone Change

Aerial

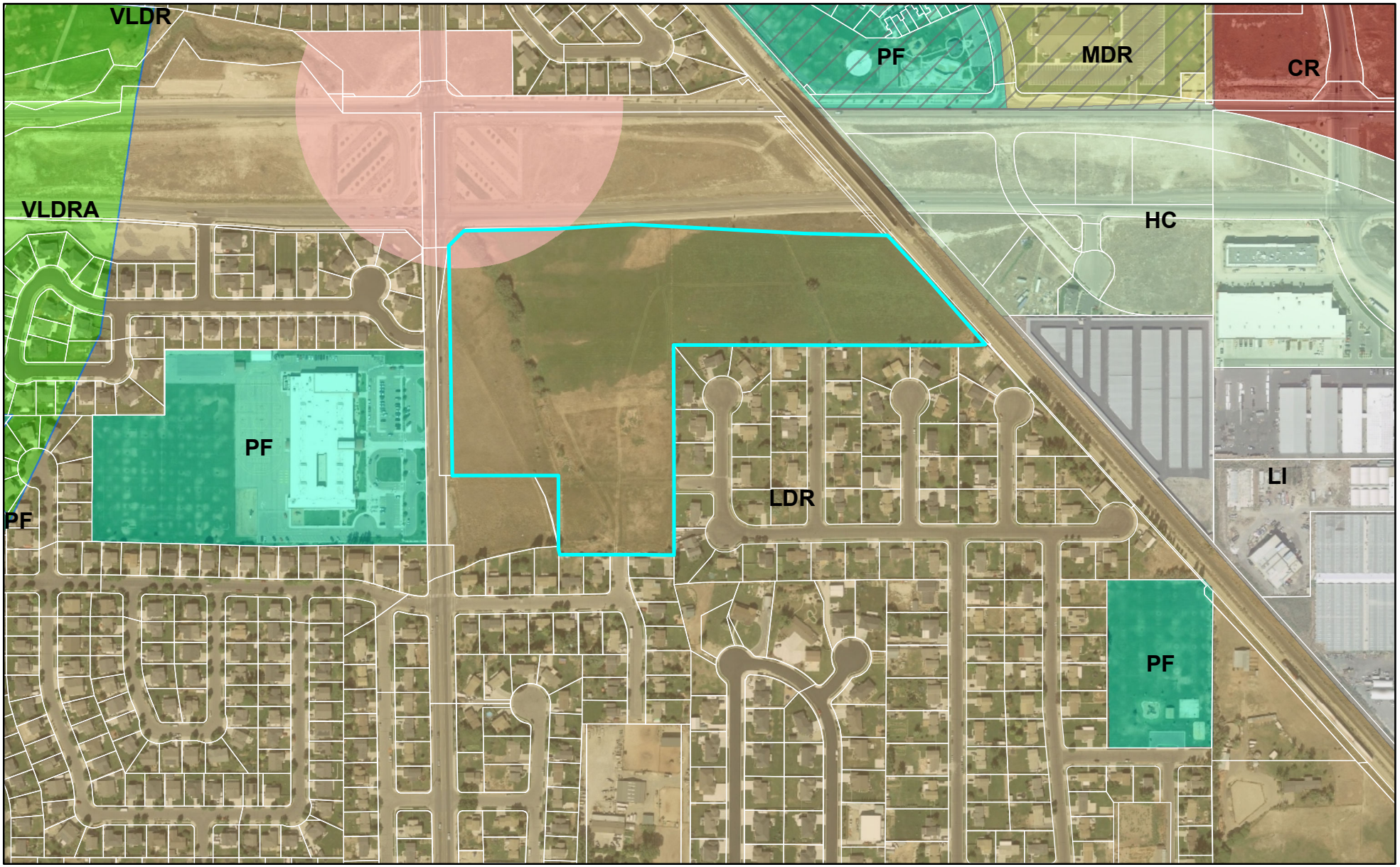


0 500 1,000 Feet

LEHI CITY

X Development Zone Change

General Plan

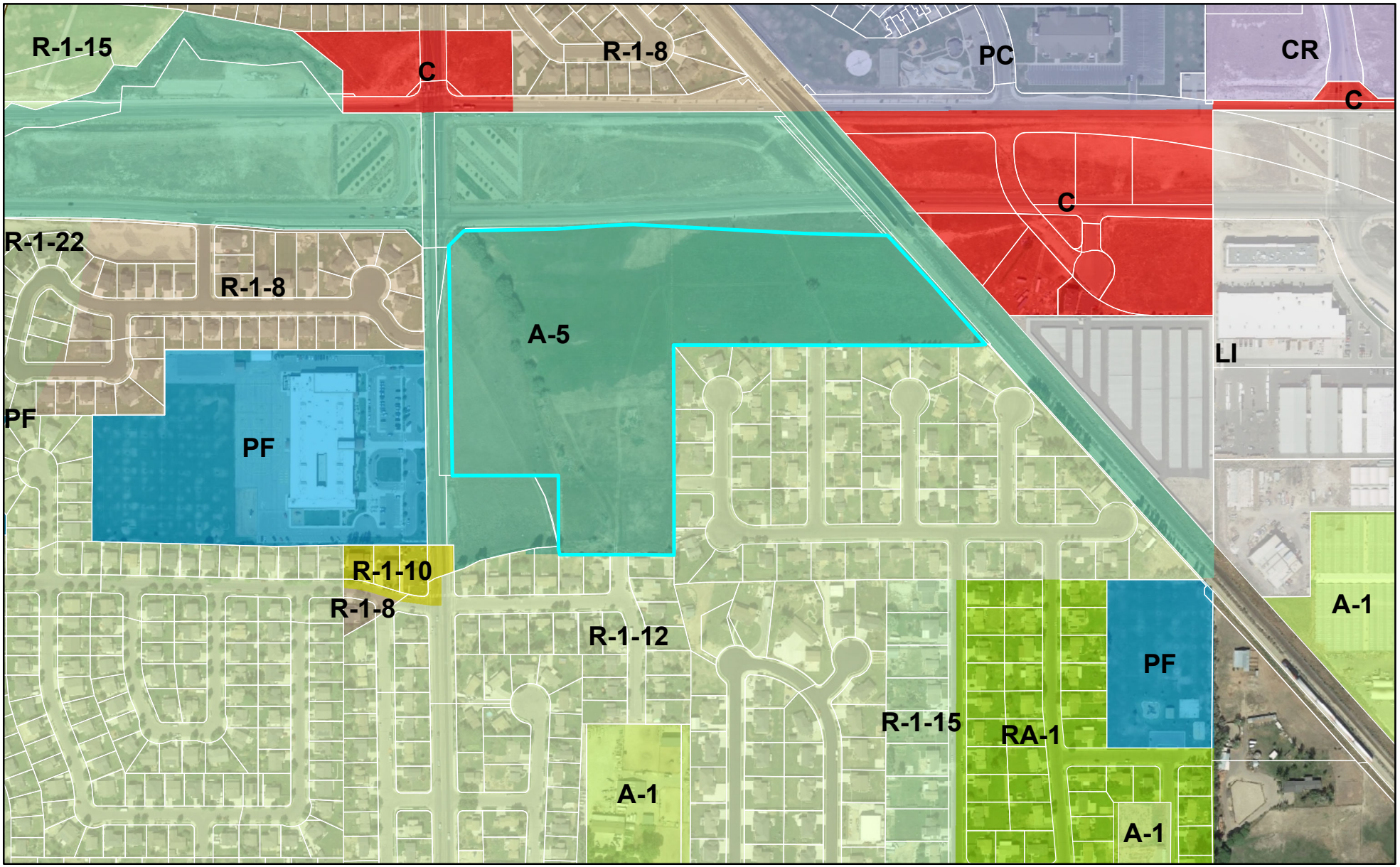


0 500 1,000 Feet

LEHI CITY

X Development Zone Change

Zoning



LEHI CITY

I. Description of Request

The purpose of this request is to obtain zoning approval for approximately 20 gross acres along the 2100 North corridor generally located at the southeast corner of 2300 West and 2100 North *(see Exhibit 1-Vicinity Map)*. The site is within the City of Lehi, Utah. The owner will also take the steps toward processing a Preliminary Plat subsequent to zoning approval.

The application is to change the existing agriculture zoning to mixed use of Neighborhood Commercial (NC) and Low Density Residential (LDR) R-1-Flex. The existing Neighborhood Commercial land use area borders are not well defined. The proposal is to specify an area of approximately two acres and designate the use as Neighborhood Commercial. The Neighborhood Commercial zoning would allow for appropriate uses on the highly visible corner of 2100 North and 2300 West. The remaining 18 acres of Low Density Residential yield would allow for approximately 63 dwelling units.

II. Project Location

The property is currently vacant and undeveloped. The property sits on the corner of 2300 West and 2100 North. 2100 North is a highway and 2300 West serves an arterial road for the City of Lehi. The property has approximately 1,200 linear feet of frontage on 2100 North and 1,000 linear feet of frontage on 2300 West. The property also has 500 linear feet adjacent to the Union Pacific Railroad. The project consists of several existing parcels: 12:027:0107, 12:027:0075, 12:027:0056

III. Narrative

a. The reason and justification for the new zoning for this property is primarily due to the guidance for the property as designated in the planned land use shown in the Lehi City General Plan. The location of the property is at the corner of two major roadways. 2100 North is planned to become a freeway and the existing highway is planned to convert into a frontage road (see Exhibit 2-UDOT Plan). The proposed Zoning will serve the community with access to commercial services in an area that is currently under served.

b. Lehi City is at the center of Utah's future. The proposed change in zoning would allow for smaller locally-owned businesses to establish a place of business apart from the major business hubs where they do not fit. It would provide central access and visibility needed for the smaller business to thrive. The community nearby would benefit from services that are currently not available without having to traverse highways or freeways.

c. The proposed zoning will be extremely compatible with the already developed adjacent properties. The proposal includes new development similar to the existing properties at the shared boundary lines. The new residential development will serve as a good buffer between the existing homes and the future neighborhood commercial. It will also help to insulate the existing homes from the highway.

d. The proposed project is surrounded by residential to the south and southeast. 2100 North is to the North, Union Pacific Railroad is to the east and 2300 West is to the West. Farther west on the other side of the road is North Point Elementary School. The Character of the surrounding area is diverse as

there exists a mix of older and newer development. The project would enhance the area and serve as a good mix combining the older character with the new feel of a major intersection and the constant movement that comes from being located closely to mass transit and a highway.

e. The development of the proposed project would add significant gains and benefit the overall community immensely. The project would provide much needed access to North Point Elementary School where several students are unable today to access by biking or walking. The proposed project would also benefit the community with additional options for shopping as well as traffic routes. The zoning approval will start the process to develop the project which will greatly enhance the community.

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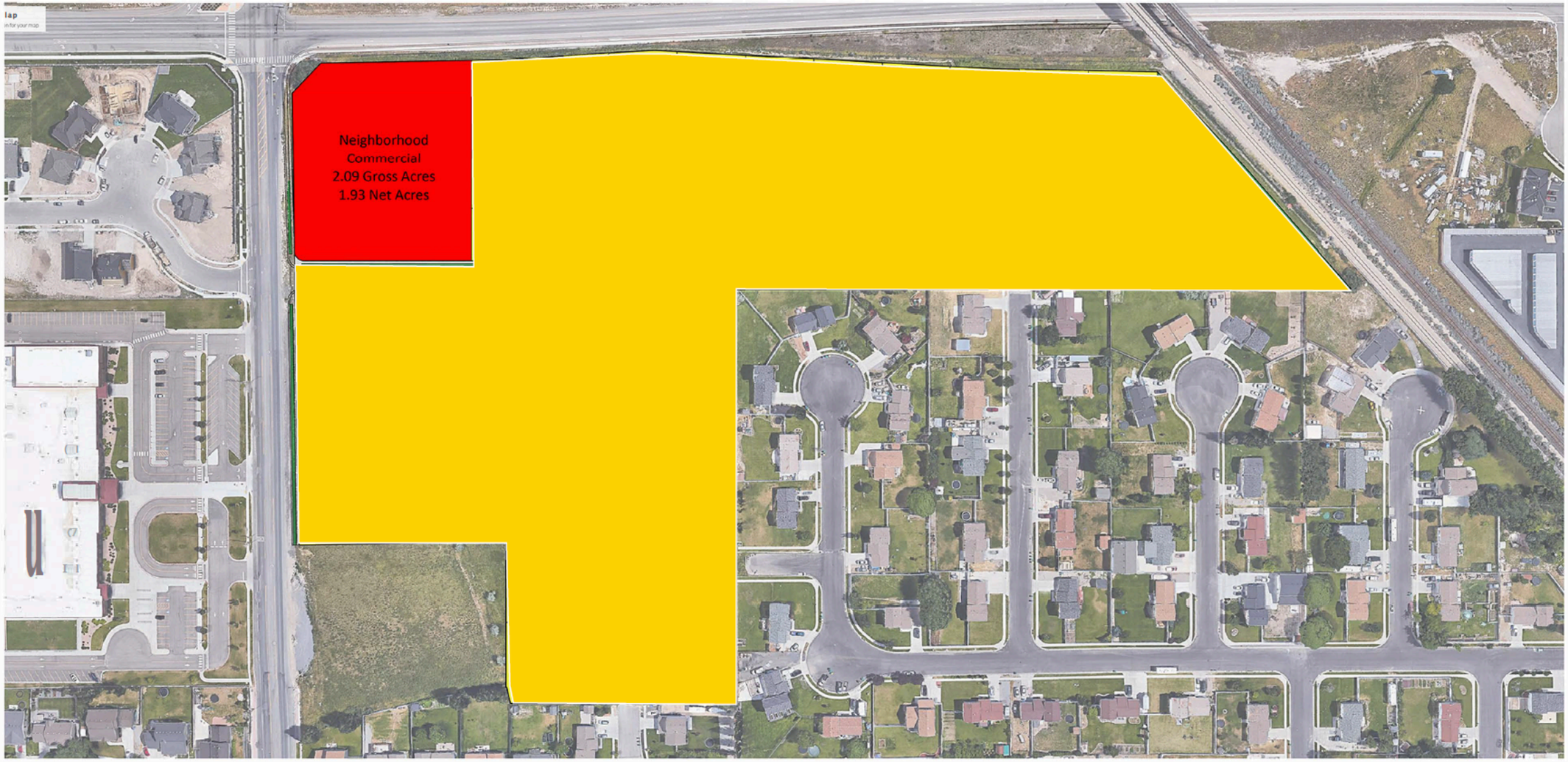
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Overall Gross Acres:	20.09
Neighborhood Commercial Gross Acres:	2.09
Neighborhood Commercial Net Acres:	1.93

Residential Gross Acres:	18.00
Low Density Residential	B

Open Space Acres Provided (11.1%):

North

Agenda Item No: 11

City Council Agenda Item Report

Meeting Date: August 10, 2021
Submitted By: Jacob Curtis
Submitting Department: Planning Division
Item Type: Action Item
Agenda Section: Regular Agenda

Subject:
Consideration of Concept approval for the 2100 North Subdivision Concept, a 66-lot residential development located at approximately 2100 North 2300 West. (This item was tabled at the June 29th meeting)

Suggested Action:

Attachments:

CC Staff Report X Development Concept 08.10.21.docx

X Development Concept DRC 05.26.21.docx

X Development aerial.pdf

X Development General Plan.pdf

X Development Zoning.pdf

Lehi Zoning - PUD Narrative.pdf

2100 North Subdivision Concept.pdf

X DEVELOPMENT CONCEPT
CITY COUNCIL REPORT

Applicant	X Development		
Meeting Date	August 10, 2021		
Requested Action/Purpose	Approval of a proposed concept plan		
Location	Approximately 2100 North 2300 West		
Project Area	20.10 acres		
Existing Zoning	A-5		
General Plan Land Use Designation	LDR (Low Density Residential)/NCN (Neighborhood Commercial Node)		
Adjacent Zoning and Land Use	*North*	A-5/R-1-8	2100 North/Cranberry Farms Plat A
	South	R-1-15	Jordan Meadows/Green Park Plat B
	East	C/LI	Frontrunner Tracks/Jordan Pointe Phase 1
	West	PF/R-1-8	North Lehi Elementary/Cranberry Ridge
Date of DRC Review	May 26, 2021		
Date of Planning Commission Review	June 10, 2021		
Assigned Planner	Jacob Curtis		

REQUIRED ACTION

Planning Commission	Review and recommendation
City Council	Final approval

APPLICABLE DEVELOPMENT CODE REGULATIONS

Section 11.010. Concept Plan – Applicability:
The Concept Plan gives the applicant, staff, Planning Commission and City Council an opportunity to discuss the project in the conceptual stage. The applicant can use the Concept Plan meeting to receive direction on project layout as well as discuss the procedure for approval, the specifications and requirements that may be required for layout of streets, drainage, water, sewerage, fire protection, and similar matters prior to the preparation of a more detailed preliminary subdivision plat.

Section 17.010. Purpose and Intent.

A. A Planned Unit Development may be allowed at the discretion of the Planning Commission and City Council in any zoning district by complying with the provisions of this Chapter. No permit shall be issued for a Planned Unit Development unless and until the following requirements have been met. The intent of allowing Planned Unit Developments in certain districts within the city is:

1. to encourage the construction of affordable housing units within the City under conditions and requirements that will ensure development of residential environments of sustained desirability and stability;

2. to permit development of housing and commercial projects within residential or commercial districts which are characterized by a harmonious grouping of attractive buildings situated on spacious surroundings and landscaped with well kept lawns, trees and shrubs;

3. to allow more flexibility in the location of buildings on the land, the grouping of open spaces and the number of dwelling units in one building; and

4. to improve the overall quality of the built environment, maintain property values, and enhance the image of Lehi City and the character of its major corridors that serve as primary access into and through the City.

B. A Planned Unit Development is intended to be an "overlay district" in that the proposed use shall be consistent with the zoning district in which it is proposed as to the requirements of density, use and purpose, except that single family attached housing may be permitted in traditional single family residential zones to allow for preservation of sensitive lands or agricultural areas, or for transitioning housing types when adjacent to differing land uses.

Section 17.040. Development Standards.

All Planned Unit Developments shall conform to the following standards and requirements:

A. Qualifying Districts**.** Planned Unit Developments may be allowed at the discretion of the Planning Commission and City Council in all agricultural and residential districts within the City. To ensure that PUD projects are able to achieve the purposes stated in Section 17.010, and to ensure that projects are large enough to support a private homeowners association, property management agency, or corporation responsible for maintenance of open space, all Planned Unit Developments shall have a minimum area requirement of ten acres. Exceptions may be allowed for infill projects at the discretion of the Planning Commission and City Council. However, it is still the burden and responsibility of the applicant to demonstrate that the purposes of this chapter can be met, and that the adequate guarantees can be made for the maintenance of all required open space and common areas. For the purposes of this section, an infill project is defined as the development, or redevelopment within an existing developed area where street networks, utilities and other infrastructure are already present as opposed to starting with raw land in a relatively undeveloped or pristine area.

A. Ownership. The area proposed for the Planned Unit Development shall be in one ownership, or if in several ownerships, the application for the permit shall be filed jointly by all of the owners of the property included in the plan.

B. Designer/Engineer. The plan for the Planned Unit Development shall be prepared by a designer, architect or civil engineer licensed to practice in the state of Utah.

C. Density. The overall project may not exceed the density allowed by the underlying zoning district plus any additional density bonus allowed at the discretion of the Planning Commission and City Council.

D. Calculation of Density. The number of dwelling units allowed in a Planned Unit Development is to be calculated in the following manner.

1. The following areas shall be subtracted from the gross site area to determine net usable area:
   (a) areas of steep slopes, wetlands, or areas below the high water level of Utah Lake as defined in Section 12.060-K of this Code;
   (b) the area of any perennial channels, measured from top of bank to top of bank of the flow channel;
   (c) existing public streets, or any areas of additional right of way required to comply with the Lehi City Master Transportation Plan; and
   (d) areas to be set aside for public buildings or institutional uses such as churches and schools.

2. Net usable site area is multiplied by the density allowed by the underlying zoning district as established in Table 05-040-A to identify the maximum number of allowed units.

3. Density for areas in the 100-year flood plain as shown on the FEMA Flood Insurance Rate Maps shall be calculated at a rate of one unit per five acres regardless of the density allowed by the underlying zone.

4. If the Planned Unit Development is located in more than one zoning district, the total allowed number of units shall be calculated by adding the number of units allowed by each zoning district. However, the dwelling units may be placed without regard to district boundaries, provided the total units do not exceed that allowed by the underlying zoning districts.

F. Density Bonus Amenities: The list below represents items for which a density bonus may be granted subject to Planning Commission and City Council approval. Other items not included in this list may warrant a density bonus on a case by case basis.

1. Active Recreation: master planned trails, swimming pools, sports courts, tennis courts, pickleball courts, splash pads, clubhouse, trails, pedestrian bridges, and other similar amenities beyond those required.

2. Pedestrian and Bicycle Enhancements: raised planters, bulb-outs or curb extensions, pedestrian plazas, additional bike lanes or facilities not already required.

3. Additional Open Space: beyond the required 10 percent.

4. Improvements to Master Planned Infrastructure: master planned roads, utilities, trails, property for civic buildings, or other similar items.

G. Lot Sizes. The dwellings may be situated in one building or buildings may be clustered. Individual lot sizes may be reduced below the requirements of the zone in which the development is located. The remaining land not within individual lots shall be set aside for parks, playgrounds, open space or other open areas. Setbacks may be reduced but shall be sufficient to allow for the installation of all required public utilities. No permanent structure shall be allowed in the public utility easement space. Public utility easements shall be free and clear of building footings, foundation walls, window wells, or any other permanent structure that does not meet utility clearance requirements. All buildings and structures shall maintain a minimum five-foot setback from any public utility easement, water line easement, sewer easement, storm drain easement, power easement, detention easement, or any other utility easement in order to ensure property utility clearances are maintained.

H. Required Open Space. For all Planned Unit Developments, not less than ten percent of the gross area of the project site shall be set aside for the use of the occupants for parks, playgrounds, open space or other open areas. All areas required for vehicular access, parking areas, and land which is otherwise required to comply with the minimum yard requirements around buildings, shall not be included in computing the area required for parks, playgrounds or other open space areas.

I. Open Space Design.

1. The required open space shall be landscaped with sod and irrigation sprinklers and a minimum 25% of the proposed open space shall be water-wise landscaped as defined in Chapter 39 of this Code.

2. Trees shall be provided within the open space at a rate of ten trees per acre of provided open space. Deciduous trees shall be a minimum 2” caliper and coniferous trees shall be a minimum six feet in height.

3. Detention and retention basins shall not be counted toward meeting the minimum open space requirement. Open space design and location issues shall be kept separate and independent of drainage issues.

J. Location of Open Space. The location of open space conserved through a Planned Unit Development shall be consistent with the policies contained in the General Plan Parks, Open Space and Recreational Facilities Element. Required open space areas shall be well planned, walkable, and connected, not a collection of remnants. Where possible, units shall front onto the open space(s). Yard areas within lots shall not be counted toward meeting the minimum open space requirement.

K. Open Space Adjacent to Major Roads. Where a Planned Unit Development is required for projects adjacent to a master planned arterial or limited access collector road, the area between the property line/ROW line and the required decorative fence shall be enlarged and landscaped as part of the required open space. The enlarged parkway area shall be counted towards meeting the minimum open space requirement and shall include decorative fencing, street tree plantings and other applicable improvements required in the Lehi City Design Standards and Public Improvement Specifications Manual. The landscaped area may also include shrubs, rocks, flowerbeds and ground cover. Maintenance of the landscaped parkway shall be insured by the developer and owner by means of a property management agency or by establishing a private association or corporation responsible for such maintenance, which shall levy the cost thereof as an assessment on the property owners within the Planned Unit Development.

L. Utilities. All buildings shall be served by public sewer and water systems and shall conform to the requirements of the Lehi City Design Standards and Public Improvement Specifications.

M. Compatibility. Wherever the Planned Unit Development site shares a common property line with a lower density residential or agricultural district, then for that portion of the Planned Unit Development site the setback requirements of the adjacent or contiguous zoning district shall apply. For example, if the rear yards of units in a PUD share a common property line with a lower density residential district, then the rear yard of the PUD units shall be the same as the required rear yards of the adjacent lower density district.

N. Landscaping. All areas not covered by buildings, or by off-street car parking areas or driveways, shall be planted in lawn, trees and shrubs, or otherwise landscaped and maintained in accordance with an approved landscape plan. All required front yard and side yard areas which are adjacent to a public street shall not be used for automobile parking areas, except for permitted driveways, but shall be landscaped and maintained with lawns, trees and shrubs, or other landscape materials.

O. Design Standards and Conditions. Design standards and conditions of development approval in addition to those required by the underlying zoning district may be required as conditions of approval, by the Reviewing Departments, Planning Commission and City Council when deemed necessary to ensure that a Planned Unit Development will be compatible with adjoining or nearby uses.

P. Parking. Developments shall provide adequate parking based on the requirements of Table 37.070. In addition to those requirements, developments with single-family detached units on lots with less than 50' of frontage shall provide guest parking at a rate of one space for every six dwelling units.

PROPERTY HISTORY

September 23, 1998 The property was annexed into Lehi City with the Alpine School District Annexation.
September 22, 2020 A General Plan amendment to MDR and C (Commercial) was denied by the City Council.

REPORT ANALYSIS

The applicant is requesting approval of the X Development Concept located at 2100 North and 2300 West. The applicant has indicated in their narrative that the proposed development is a concept plan for a PUD (planned unit development). The proposed development would include 66 single family lots and a two-acre commercial parcel. This report will describe the PUD requirements, proposed layout, and DRC comments.

PUD Requirements

Planned Unit Developments or PUD is a residential overlay that allows applicants to cluster development to provide varied lot sizes and open space. A PUD is allowed at the discretion of the Planning Commission and the City Council in all residential districts. The Planning Commission and City Council will need to determine if this site would warrant having a PUD. This concept plan is the first step for review of a planned unit development. If approved, the applicant would submit a preliminary subdivision followed by a final subdivision plat.

A development must also meet the requirements of a PUD. This includes the open space requirement of a minimum of 10% the residential area and meeting the open space design requirements. This development would remove the two-acre commercial development from the calculation to determine the open space amount. The location and design of the open space requires that the open space be contiguous and not be a collection of remnants. In addition, any detention and yard areas could not be counted towards the open space areas.

The density for PUDs is determined based on the underlying zoning district. The two-acre commercial development included on this site would not be included in the density calculations. The DRC issued a comment that the density shown in this concept exceeds the maximum 3.5 units per acre allowed for this project as set by the R-1-Flex zone for a property over 10 acres in size. The current zoning of the property is A-5; however, the applicant has filed a zone change amendment to Neighborhood Commercial and R-1-Flex. When the commercial area is removed, the maximum allowed units would be 63 units and the proposed plan shows 66 units (based on the approval for the R-1-Flex zone). The applicant may ask for a density bonus to reach the 66 units, but it will be based on providing additional amenities listed in Chapter 17 of the Lehi City Development Code. The City Council and Planning Commission would need to approve

any additional density for amenities provided in this development.

Proposed Layout

The proposed plan shows two acres of commercial at the corner of 2300 W and 2100 North. The remaining 18 acres shows 66 lots of single family residential on lots ranging from 5,457 square feet to 10,752 square feet. The site proposes connections to 2300 West and the Green Park Plat B Subdivision to the east to provide connectivity to the site. The DRC issued a comment that some of the block lengths exceed what is allowed in the Connectivity Standards. Exceptions could be made for the existing adjacent development and 2100 North being a state facility if UDOT does not allow access. In addition, a trail is being shown along 2100 North and another is shown going north/south in the site to provide additional connectivity through the neighborhood. The widening of the sidewalk on 2100 N to a 10' trail and the connecting neighborhood trail could contribute towards a density bonus.

The DRC did issue concerns regarding the layout of the northern portion of the site. The proposed plan shows single-family lots coming off of dead-end shared driveways. The DRC commented that single family homes on larger lots should front a city street. In this instance, the Development Code does not address single family homes fronting off alleys. The DRC discussed that typically this is only allowed with flag lots where there is only one home coming off what could be considered an alley or driveway. In addition, the DRC stated that this would reduce pedestrian connectivity as none of the alleys would have sidewalks.

The proposed plan shows areas for open space. The DRC had some comments about labeling and showing tabulations for open space being provided with this plan. The open space is in the center of the development, with additional pieces being located along the north/south trail and along the railroad tracks. The DRC did comment that if this were to be approved as a PUD, the open space requirements of having well planned, walkable, and connected open space would be required.

The proposed plan was tabled for further review at the June 29th City Council meeting.

DRC Comments

The DRC had 23 comments including the following:

1. This layout with the proposed private alleys, reduced frontages and lot sizes, etc. would be required to be done as a PUD. As such, need to provide information on the open space (minimum of 10%), amenities, proposed private road standards, etc.
2. If this is a PUD or PRD, certain open space requirements will need to be met. Detention and yard areas cannot count towards meeting open space requirements and required open space areas shall be well planned, walkable, and connected, not a collection of remnants.
3. The density for the residential portion of the project exceeds the maximum of 3.5 units per acre. PUDs are only allowed in a residential zone (see Section 17.040 A of the Lehi City Development Code), so the commercial acreage needs to be excluded. The County parcel data shows 20.11 acres total. Subtracting the commercial area leaves 18.137 acres. 3.5 x 18.137 = 63 units.
4. Do not recommend narrow alleys where the homeowners will not have access to a sidewalk, trail or other pedestrian facility from their homes.
5. Large lot single family homes should front a city street.

Please consider all DRC comments as part of the motion.

POSSIBLE ACTIONS/FINDINGS

The City Council could approve with the exception(s), approve without the exception(s), or deny the proposed concept. The motion should include findings, possible findings include:

1. The proposed concept meets/does not meet the requirements for a Planned Unit Development (PUD) listed in Chapter 17 of the Lehi City Development Code.
2. The proposed concept is/is not consistent with the Lehi City Development Code.

3. The proposed concept conforms to the goals and policies of the General Plan.
4. The proposed concept does not affect the health, safety, welfare, and morals of the City.
5. Other findings based upon information presented at the public hearing.

PLANNING COMMISSION RECOMMENDATION

The Planning Commission reviewed the proposed concept plan on June 10, 2021 and minutes are not yet available.

X Development Concept
DRC Redline Comments

*X Development- requests review of the **2100 North Subdivision Concept,** a 65-lot residential development located at approximately 2100 North 2300 West.*

DRC Members Present: Glade Kirkham, Garion Rowett, Kevin Beck, Greg Allred, Kim Struthers, Gary Smith, Joshua Bunnell, Ross Dinsdale, Trent Dyer, Luke Seegmiller
Applicants Present: Eric, Brady, Steve Hutchings
Date of Plans Reviewed: 05/18/21

DRC REDLINE COMMENTS:

Glade – Power:

1. Wet utilities go in the road. Dry utilities go behind the walk in a PUE; relocate existing sewer per Lehi City Standards
2. Show any/all existing utilities and easements

Garion – Fire:

3. Remove the parking stalls at the end of the access alleys it turns these into dead ends that are longer than 150'.

Greg – Water/Sewer:

4. Existing sewer runs through lots 14 & 15. There should be an existing 20' easement for this sewer line, if no easement has been recorded, one will be required.
5. Existing storm drain runs through lots 16 & 17. There should be an existing 20' easement for this sewer line, if no easement has been recorded, one will be required.
6. Access to all Sewer or Storm drain structures must be provided.
7. Existing irrigation ditch for this property runs under the RR tracks. This irrigation ditch must be abandoned at the head gate or turn out structure to the East. Lehi Irrigation Co approval will be required.

Trent – Parks:

8. If this is a PUD or PRD, certain open space requirements will need to be met. Detention and yard areas cannot count towards meeting open space requirements and required open space areas shall be well planned, walkable, and connected, not a collection of remnants.
9. Double fronting lots will have certain landscape and wall requirements; these are enlarged next to master planned arterial/collector roads
10. Maintain park strips along roadways.

Gary – Building/Inspections:

11. A soil report will be needed if this moves past concept.

JD – Streets: No comments

Ross – Engineering:

12. Large lot single family homes should front a city street.

Luke- Traffic: No comments

Kim – Planning:

13. This layout with the proposed private alleys, reduced frontages and lot sizes, etc. would be required to be done as a PUD. As such, need to provide information on the open space (minimum of 10%), amenities, proposed private road standards, etc.
14. The maximum density for the residential area is 3.5 units per acre.
15. The city is proposing a master planned trail along the south side of 2100 N. This could allow the potential for a small density bonus. Trail connections from the neighborhood to the 2100 N trail would be required and it seems the best location may be between Lots 50 and 51. The driveway/alley may need to be extended to provide garage access to the homes and a trail connection could come right off the driveway.
16. Just a note - some of the block lengths are exceeded, but exceptions are allowed due to adjacent existing development.
17. A street connection to 2100 N is required to meet the superblock connectivity standards; however, State facilities that don't allow access could be granted an exception.
18. Show widened 2100 N trail, this improvement could count towards a small density increase
19. The density for the residential portion of the project exceeds the maximum of 3.5 units per acre. PUDs are only allowed in a residential zone (see Section 17.040 A of the Lehi City Development Code), so the commercial acreage

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.

needs to be excluded. The County parcel data shows 20.11 acres total. Subtracting the commercial area leaves 18.137 acres. 3.5 x 18.137 = 63 units.

20. Do not recommend narrow alleys where the homeowners will not have access to a sidewalk, trail or other pedestrian facility from their homes.
21. Label the roads as public or private.
22. Include tabulation with number of units, overall density, and open space
23. Need to label the open space areas as open space.

General Comments:

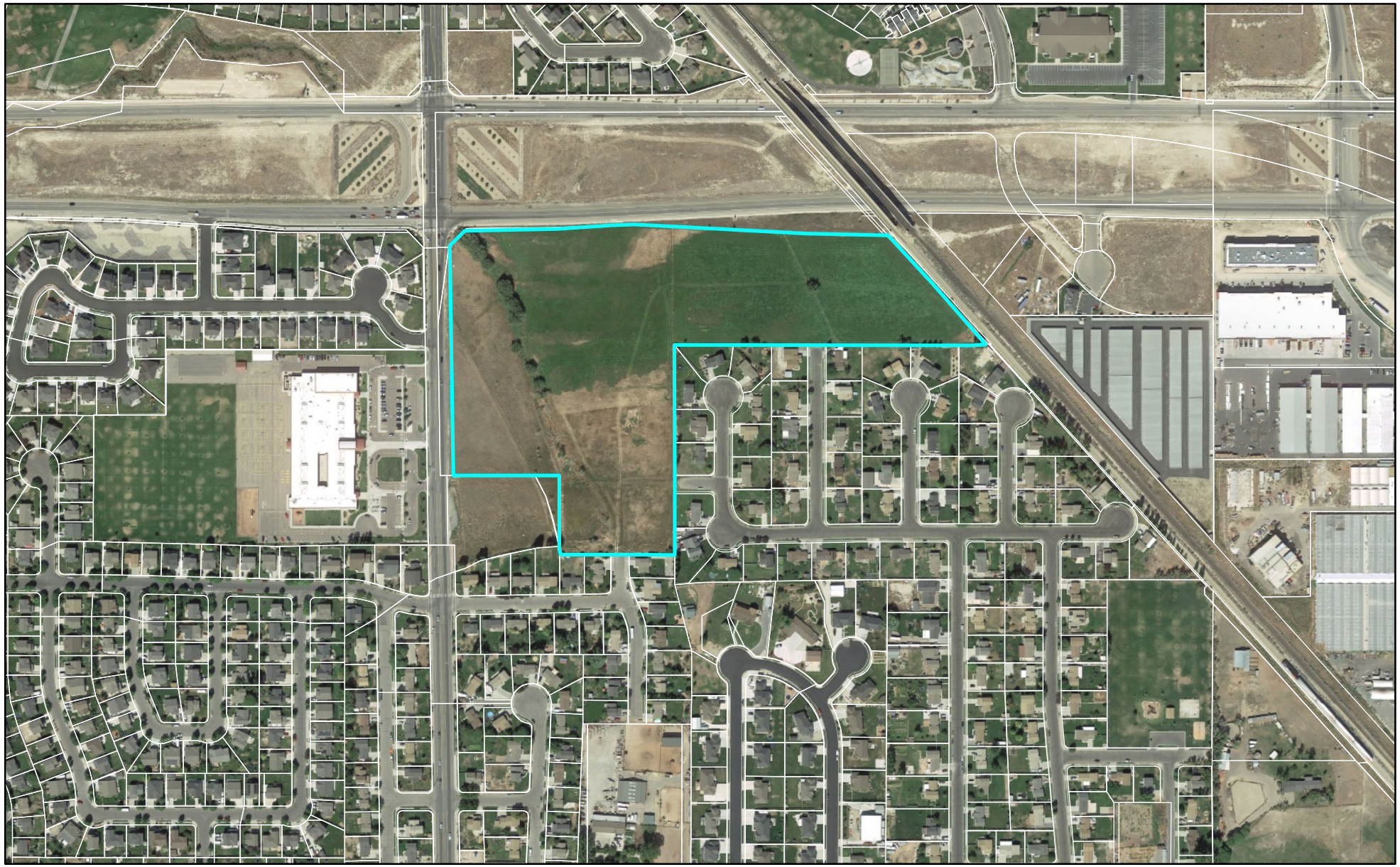
1. A SWPPP and LTSWMP will be needed for the site

THIS ITEM WILL BE SCHEDULED FOR PLANNING COMMISSION ON JUNE 10th and NEEDS ENVELOPES

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.

X Development Zone Change

Aerial

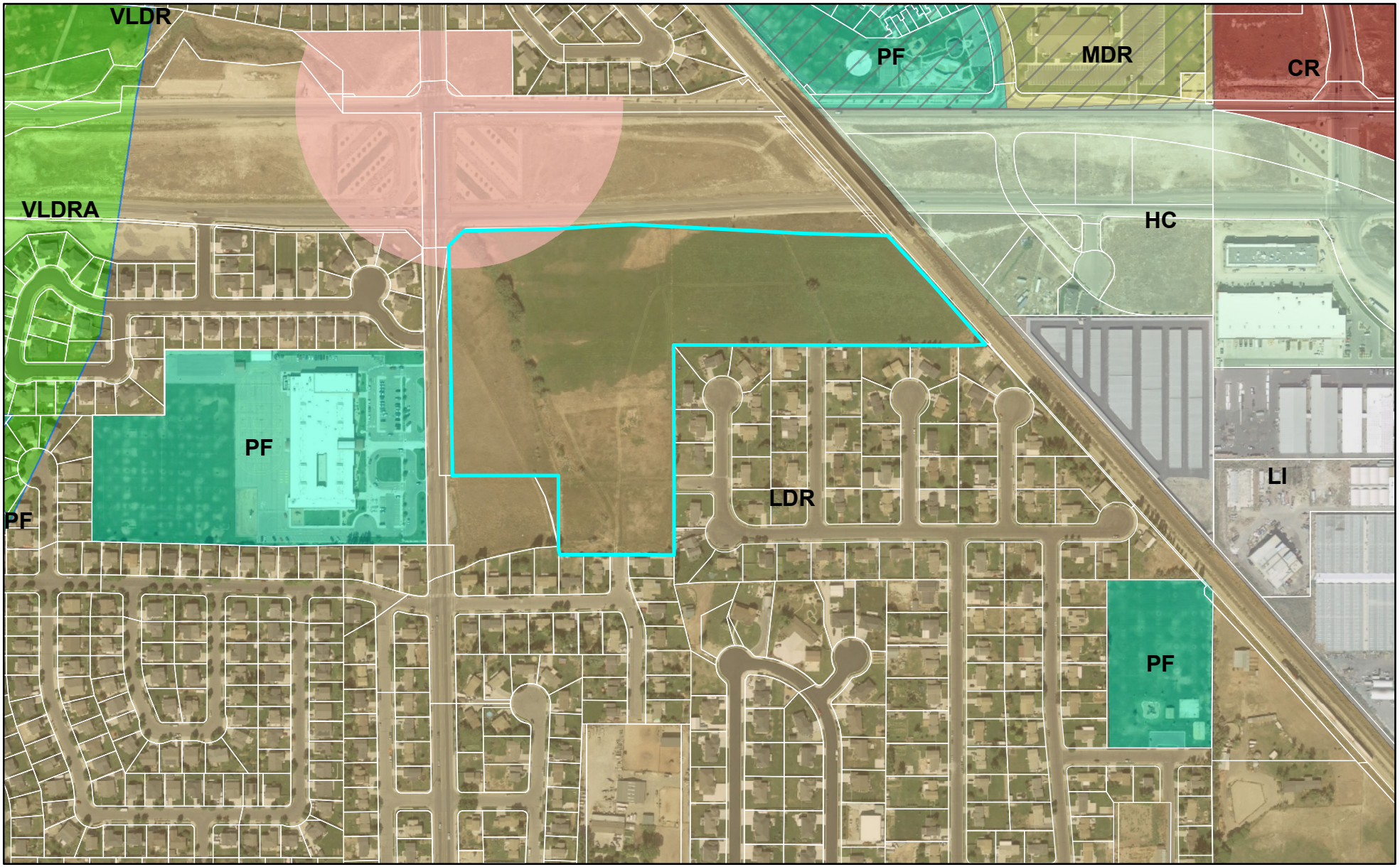


0 500 1,000 Feet

LEHI CITY

X Development Zone Change

General Plan

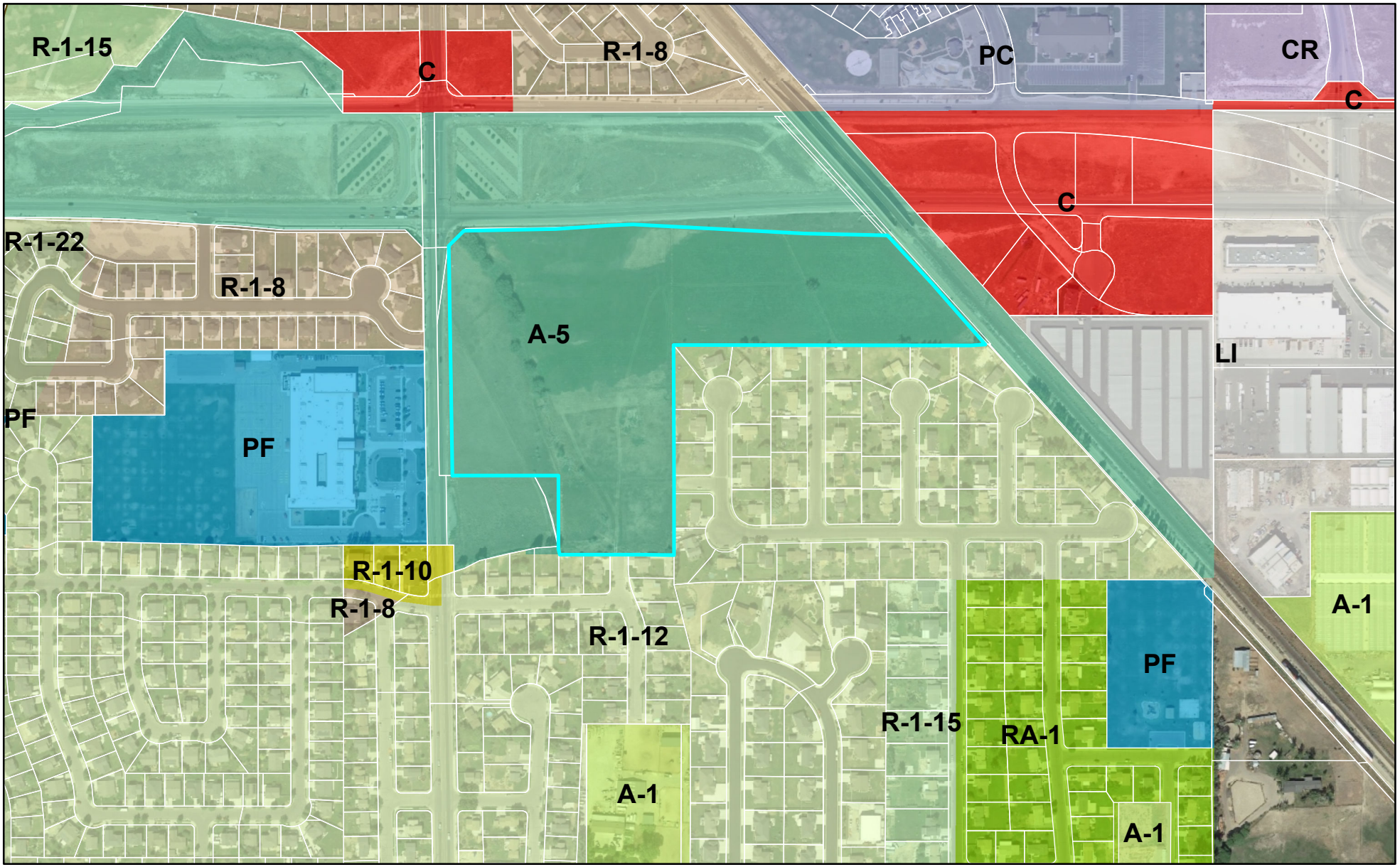


0 500 1,000 Feet

LEHI CITY

X Development Zone Change

Zoning



LEHI CITY

Zoning
For
X Development
March 4, 2020

Property Owner/Applicant	**X Lehi, LLC** 9537 South 700 East Sandy, UT 84070 Attn. Steve Hutchings 801-915-1911 steve@xdevco.com
Engineering/Planning/ Landscape Consultant	**Ensign Engineering** 45 Sego Lily Dr #500 Sandy, Utah 84070 Attn. Brady Morris 801-255-0529 bmorris@ensignutah.com
	Hales Engineering 1220 North 500 West, Ste 2020 Lehi, UT 84043 Attn. Josh Gibbons 801-766-4343 josh@halesengineering.com
Legal Counsel	**Snell & Wilmer** 15 W. South Temple, Suite 1200 Salt Lake City, UT 84101 Attn. Craig Jenson 801-257-1881 cjenson@swlaw.com

I. Description of Request

The purpose of this request is to obtain zoning approval and PUD Concept approval for approximately 20 gross acres along the 2100 North corridor generally located at the southeast corner of 2300 West and 2100 North *(see Exhibit 1-Vicinity Map)*. The site is within the City of Lehi, Utah. The owner will also take the steps toward processing a Preliminary Plat subsequent to zoning approval.

The application is to change the existing agriculture zoning to mixed use of Neighborhood Commercial (NC) and Low Density Residential (LDR) R-1-Flex. The existing Neighborhood Commercial land use area borders are not well defined. The proposal is to specify an area of approximately two acres and designate the use as Neighborhood Commercial. The Neighborhood Commercial zoning would allow for appropriate uses on the highly visible corner of 2100 North and 2300 West. The remaining 18 acres of Low Density Residential yield would allow for approximately 63 dwelling units.

II. Project Location

The property is currently vacant and undeveloped. The property sits on the corner of 2300 West and 2100 North. 2100 North is a highway and 2300 West serves an arterial road for the City of Lehi. The property has approximately 1,200 linear feet of frontage on 2100 North and 1,000 linear feet of frontage on 2300 West. The property also has 500 linear feet adjacent to the Union Pacific Railroad. The project consists of several existing parcels: 12:027:0107, 12:027:0075, 12:027:0056

III. Narrative

a. The reason and justification for the new zoning for this property is primarily due to the guidance for the property as designated in the planned land use shown in the Lehi City General Plan. The location of the property is at the corner of two major roadways. 2100 North is planned to become a freeway and the existing highway is planned to convert into a frontage road (see Exhibit 2-UDOT Plan). The proposed Zoning will serve the community with access to commercial services in an area that is currently under served.

b. Lehi City is at the center of Utah's future. The proposed change in zoning would allow for smaller locally-owned businesses to establish a place of business apart from the major business hubs where they do not fit. It would provide central access and visibility needed for the smaller business to thrive. The community nearby would benefit from services that are currently not available without having to traverse highways or freeways.

c. The proposed zoning will be extremely compatible with the already developed adjacent properties. The proposal includes new development similar to the existing properties at the shared boundary lines. The new residential development will serve as a good buffer between the existing homes and the future neighborhood commercial. It will also help to insulate the existing homes from the highway. The proposed Concept also features a pedestrian trail that connects to the Lehi City planned trail system.

d. The proposed project is surrounded by residential to the south and southeast. 2100 North is to the North, Union Pacific Railroad is to the east and 2300 West is to the West. Farther west on the other

side of the road is North Point Elementary School. The Character of the surrounding area is diverse as there exists a mix of older and newer development. The project would enhance the area and serve as a good mix combining the older character with the new feel of a major intersection and the constant movement that comes from being located closely to mass transit and a highway.

e. The development of the proposed project would add significant gains and benefit the overall community immensely. The project would provide much needed access to North Point Elementary School where several students are unable today to access by biking or walking. The proposed project would also benefit the community with additional options for shopping as well as traffic routes. The zoning and PUD concept approvals will start the process to develop the project which will greatly enhance the community.

2100 NORTH STREET (EAST BOUND)
(UDOT CONTROLLED)

2100 NORTH STREET (EAST BOUND)
(UDOT CONTROLLED)

FUTURE COMMERCIAL
85,935 sq.ft.
1.973 acres

LOT 60 6,362 sq.ft. 0.146 acres
LOT 59 5,918 sq.ft. 0.136 acres
LOT 58 6,167 sq.ft. 0.142 acres
LOT 57 6,406 sq.ft. 0.147 acres
4,987 sq.ft. 0.114 acres
LOT 56 7,826 sq.ft. 0.180 acres
LOT 51 7,215 sq.ft. 0.166 acres
LOT 50 6,604 sq.ft. 0.152 acres
LOT 45 5,980 sq.ft. 0.137 acres
LOT 44 5,951 sq.ft. 0.137 acres
LOT 39 5,747 sq.ft. 0.132 acres
LOT 38 6,186 sq.ft. 0.142 acres
2 PARKING STALLS
LOT 55 5,735 sq.ft. 0.132 acres
LOT 52 5,735 sq.ft. 0.132 acres
LOT 49 5,735 sq.ft. 0.132 acres
LOT 46 5,735 sq.ft. 0.132 acres
LOT 43 5,457 sq.ft. 0.125 acres
LOT 40 5,457 sq.ft. 0.125 acres
LOT 37 10,026 sq.ft. 0.230 acres
LOT 61 6,448 sq.ft. 0.148 acres
LOT 66 5,943 sq.ft. 0.136 acres
LOT 62 5,736 sq.ft. 0.132 acres
LOT 65 5,730 sq.ft. 0.132 acres
LOT 63 5,735 sq.ft. 0.132 acres
LOT 64 5,735 sq.ft. 0.132 acres
8,622 sq.ft. 0.198 acres
LOT 54 5,735 sq.ft. 0.132 acres
LOT 53 5,735 sq.ft. 0.132 acres
LOT 48 5,735 sq.ft. 0.132 acres
LOT 47 5,735 sq.ft. 0.132 acres
LOT 42 5,458 sq.ft. 0.125 acres
LOT 41 5,457 sq.ft. 0.125 acres
ASPHALT PATH
UTAH TRANSIT AUTHORITY

LOT 25 7,675 sq.ft. 0.176 acres
LOT 26 7,002 sq.ft. 0.161 acres
LOT 27 7,000 sq.ft. 0.161 acres
LOT 28 7,000 sq.ft. 0.161 acres
LOT 29 7,000 sq.ft. 0.161 acres
LOT 30 7,000 sq.ft. 0.161 acres
LOT 31 7,647 sq.ft. 0.176 acres
LOT 32 7,957 sq.ft. 0.183 acres
LOT 33 7,000 sq.ft. 0.161 acres
LOT 34 7,000 sq.ft. 0.161 acres
LOT 35 7,231 sq.ft. 0.166 acres
LOT 36 9,865 sq.ft. 0.226 acres
17,570 sq.ft. 0.403 acres

LOT 24 7,700 sq.ft. 0.177 acres
LOT 23 7,700 sq.ft. 0.177 acres
LOT 22 7,700 sq.ft. 0.177 acres
LOT 21 7,700 sq.ft. 0.177 acres
LOT 20 8,645 sq.ft. 0.198 acres
LOT 19 8,853 sq.ft. 0.203 acres
LOT 18 10,752 sq.ft. 0.247 acres

GREEN PARK SUBDIVISION PLAT B
GREEN PARK SUBDIVISION PLAT B

2300 WEST STREET
(PUBLIC STREET)

LOT 5 7,029 sq.ft. 0.161 acres
LOT 6 7,029 sq.ft. 0.161 acres
LOT 7 7,029 sq.ft. 0.161 acres
LOT 8 7,029 sq.ft. 0.161 acres
LOT 9 7,105 sq.ft. 0.163 acres
46,362 sq.ft. 1.064 acres
LOT 4 9,531 sq.ft. 0.219 acres
LOT 3 8,000 sq.ft. 0.184 acres
LOT 2 8,000 sq.ft. 0.184 acres
LOT 1 8,008 sq.ft. 0.184 acres
LOT 10 8,456 sq.ft. 0.194 acres
LOT 11 7,938 sq.ft. 0.182 acres
LOT 12 7,627 sq.ft. 0.175 acres
LOT 13 7,643 sq.ft. 0.175 acres
3,841 sq.ft. 0.088 acres
LOT 15 8,983 sq.ft. 0.206 acres
LOT 14 8,607 sq.ft. 0.198 acres
1,872 sq.ft. 0.043 acres
LOT 16 8,621 sq.ft. 0.198 acres
LOT 17 7,840 sq.ft. 0.180 acres
1,998 sq.ft. 0.046 acres
2 PARKING STALLS
ASPHALT PATH

2145 WEST STREET
(PUBLIC STREET)
2060 WEST STREET
(PUBLIC STREET)
2000 WEST STREET
(PUBLIC STREET)

1850 NORTH STREET
(PUBLIC STREET)

1750 NORTH STREET
(PUBLIC STREET)

ALPINE SCHOOL DISTRICT
LEHI CITY CORPORATION
JORDAN MEADOWS PLAT A

HORIZONTAL GRAPHIC SCALE
60 0 30 60 120
(IN FEET)
HORZ: 1 inch = 60 ft.

ENSIGN
THE STANDARD IN ENGINEERING

SALT LAKE CITY
45 W. 10000 S., Suite 500
Sandy, UT 84070
Phone: 801.255.0529

LAYTON
Phone: 801.547.1100

TOOELE
Phone: 435.843.3590

CEDAR CITY
Phone: 435.865.1453

RICHFIELD
Phone: 435.896.2983

WWW.ENSIGNENG.COM

FOR:
X DEVELOPMENT
9537 SOUTH 700 EAST
SANDY, UT 84070
CONTACT:
ERIC TOWNER
PHONE: 801-586-5250

2100 NORTH SUBDIVISION

2100 NORTH 2300 WEST
LEHI, UTAH

CONCEPT PLAN

PROJECT NUMBER 8018C
PRINT DATE 5/17/21
DRAWN BY
CHECKED BY
PROJECT MANAGER

1 of 1

Agenda Item No: 12

City Council Agenda Item Report

Meeting Date: August 10, 2021
Submitted By: Brittney Harris
Submitting Department: Planning Division
Item Type: Resolution
Agenda Section: Regular Agenda

Subject:
Consideration of Resolution #2021-50, a Resolution of Intent to Annex for the Micron East Annexation, including 111.51 acres located at approximately 1800 East 4800 North with proposed TH-5 Zoning.

Suggested Action:

Attachments:

CC Report Micron East Annexation - Resolution of Intent.docx

Micron East Annexation DRC 07.28.21.docx

Res 2021-50.docx

Micron East Annexation narrative.pdf

Micron East Annexation Plat.pdf

Aerial Map.pdf

General Plan Map.pdf

Zoning Map.pdf

+

MICRON EAST ANNEXATION

CITY COUNCIL REPORT

Applicant	D.R. Horton		
Meeting Date	August 10, 2021		
Requested Action/Purpose	Acceptance of a resolution of intent to annex		
Location	Approximately 1800 East 4800 North		
Requested Zoning	TH-5		
General Plan Land Use Designation	VLDR/PF/ESA		
Acreage	111.51		
Existing Land Use	Undeveloped		
Adjacent Zoning and Land Use	*North*	Draper	Undeveloped Hillside
	South	Highland	Single Family Homes
	East	Highland	Single Family Homes
	West	PC	Undeveloped
Assigned Planner	Brittney Harris		

REQUIRED ACTION

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

REPORT ANALYSIS

The applicant requests acceptance of the resolution of intent to annex. Acceptance of the resolution comes before the annexation goes to Planning Commission for a public hearing and review of the proposed TH-5 zoning. Following Planning Commission, the City Council will vote to approve the annexation.

Though requesting TH-5 zoning, the applicant intends to include this in the Micron Area Plan. If annexed, the rezone to Planned Community will take place with the adoption of the amended area plan.

The applicant represents the majority landowner of the area proposed to be annexed. All the landowners do not have to sign the application. The other landowners have the opportunity to protest the annexation during the protest time period dictated by the State.

Lehi City has an agreement with Highland called the Inter-local Cooperation Agreement Establishing an Annexation Boundary Line. This agreement was adopted in 1999 and is still in effect. This agreement indicates this land should go into Highland City. The agreement states “Lehi City shall not annex, or encourage, or entertain, or accept a petition for annexation of any land located east of the line… without the written consent of Highland City”.

Subsequently, in 2014 Highland City sent an official letter to Lehi City consenting to Lehi annexing this property under the condition that it “will be developed with an overall density not to exceed 2 units per acre”.

The applicant’s attorney has corresponded with Highland’s and Lehi’s attorney offices. Some level of agreement was reached that the 1999 agreement never should have been made because it binds future city councils. The City accepted the annexation petition because of this determination.

The DRC reviewed the proposed annexation and informed the applicant no Lehi City utilities exist in close proximity to this property. The applicant plans to provide the utilities as part of the Micron Area Planned Community.

POSSIBLE ACTIONS AND FINDINGS

The City Council may make a motion to approve or deny the resolution of intent to annex. Any motion should include findings, possible findings include:

1. The proposed application conforms to the goals and policies of the General Plan.
2. The proposed annexation does/ does not comply with the Inter-local Cooperation Agreement that was lawfully/ not lawfully established.
3. Other findings as determined by the public hearing.

Micron East Annexation
DRC Redline Comments

D.R. Horton- requests review of the Micron East Annexation of 111.51 acres located at approximately 1800 East 4800 North with proposed TH-5 zoning

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: Scott Bishop
Date of Plans Reviewed: 7/20/21
Time Start: 1:05 pm
Time End: 1:23pm

DRC REPORT:

1. **Critical Issues:**
    a. There is an Inter-local Cooperation Agreement Establishing an Annexation Boundary Line (1999) between Lehi City and Highland City that is still in effect. Per the agreement and the boundary line established, "Lehi City shall not annex, or encourage, entertain, or accept a petition for annexation of any land located east of the line...without the prior written consent of Highland City." There is also a subsequent letter (2014) from Highland City to Lehi City consenting to annex this property as long as it "will be developed with an overall density not to exceed 2 units per acre".

2. **Location of existing and proposed City facilities:**
    a. Existing Lehi City owned culinary water line runs along the south, assuming there is an existing easement. If there is not an existing easement one must be provided.
    No Lehi City Irrigation water north of the reservoir located approximately 1,050 feet south of the proposed annexation
    No sewer in the area and agreement between Lehi City and TSSD will be required to serve this property.
    No master planned roads
    No storm drain
    No power

3. **Zoning required or recommended:**
    a. Applicant request TH-5 zoning which allows for annexation without water dedication. The applicant has expressed the intent to change the land use designation on this property with the Micron Area Plan Amendment which would require water dedication based on the land use designations.

4. **Distances to schools/parks/shopping**
    a. School
        i. Ridgeline Elementary School (Highland)
            1. 2 minutes
        ii. New Micron Middle School
            1. 6 minutes
        iii. Skyridge High School
            1. 8 minutes
    b. Park
        i. Dry Creek Lake Park
            1. 4 minutes
    c. Shopping
        i. Center Pointe Shopping Center
            1. 4 minutes

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.

5. **Transportation**
    a. Highland Boulevard (in Highland)

DRC GENERAL COMMENTS:

1. Be consistent with name "Micron East Annexation" on all documentation. If there are discrepancies in the name it can cause problems getting it recorded.
2. A Mylar copy of the annexation plat is required prior to scheduling the annexation for final City Council approval.
3. An annexation agreement will be required as part of the annexation process. The applicant is responsible to request a copy of the draft agreement prior to the final City Council meeting.

THIS ITEM WILL BE SCHEDULED FOR CITY COUNCIL ON AUGUST 10th

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

RESOLUTION NO: 2021-50

RESOLUTION OF INTENT OF LEHI CITY COUNCIL TO ANNEX REAL PROPERTY ("MICRON EAST" ANNEXATION)

WHEREAS, the Lehi City Council has determined that a certain parcel of real property described in Exhibit A constitutes a portion of land contiguous to Lehi City Corporation and should be annexed to Lehi City Corporation; and

WHEREAS, the area to be annexed consists of one or more unincorporated islands or unincorporated peninsulas contiguous to the municipality, each of which has fewer than 800 residents; and

WHEREAS, Lehi City Corporation can provided one or more municipal-type services to the area; and

NOW THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. Pursuant to the provision of Section 10-2-418 of the Utah Code, the Lehi City Council hereby intends to annex the parcels of real property owned by D.R. Horton, MRFP LLC, Alpine School District Board of Education, Karen S Carling and Ronald L Carling Family Trust, Korby M and Cherylin A Siggard Family Trust, Kipley John Siggard Revocable Trust, Kayce Rinersten Declaration of Trust, consisting of 111.51 acres and further described by Attachment "A".

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

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

PASSED AND APPROVED by the City Council of Lehi City, Utah this 10th day of August 2021.

ATTEST:

_____ _____

MARK JOHNSON, Mayor TEISHA WILSON, City Recorder

Exhibit A

NOTICE OF INTENT TO ANNEX REAL PROPERTY

Notice is hereby given that Lehi City Corporation has adopted a resolution indicating its intent to annex real property majority owned by D.R. Horton located at Approximately 1800 East 4800 North, Lehi, Utah, consisting of approximately 111.51 acres, and further described as follows:

Legal Description:

A PORTION OF THE SOUTHWEST QUARTER AND SOUTHEAST QUARTER OF SECTIONS 22, AND THE NORTHEAST QUARTER AND THE NORTHWEST QUARTER OF SECTION 27, TOWNSHIP 4 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, DESCRIBED BY SURVEY AS FOLLOWS:

BEGINNING AT A POINT ON THE EXISTING DRAPER CITY MUNICIPAL BOUNDARY AS DEFINED BY THE *TRAVERSE MOUNTAIN ANNEXATION PLAT*, LOCATED N89°52'57"E ALONG THE SECTION LINE 30.75 FEET AND SOUTH 1126.60 FEET FROM THE SOUTHWEST CORNER OF SECTION 22, TOWNSHIP 4 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN; THENCE ALONG SAID MUNICIPAL BOUNDARY THE FOLLOWING SIX (6) COURSES: N77°15'00"E 924.26 FEET; THENCE N38°15'00"E 630.96 FEET; THENCE N53°15'00"E 1310.10 FEET; THENCE N62°30'00"E 304.92 FEET; THENCE N62°15'00"E 989.34 FEET; THENCE N66°30'00"E 515.64 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF HIGHLAND BOULEVARD AS DESCRIBED BY DEED ENTRY NO. 153953:2002 AND 154716:2002 IN THE OFFICIAL RECORDS OF THE UTAH COUNTY RECORDER; THENCE ALONG SAID RIGHT-OF-WAY LINE THE FOLLOWING TWO (2) COURSES: ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT 42.42 FEET WITH A RADIUS OF 623.00 FEET THROUGH A CENTRAL ANGLE OF 3°54'05" CHORD: S1°49'45"E 42.41 FEET; THENCE S0°07'18"W 2441.30 FEET TO THE NORTH LINE OF THE EXISTING HIGHLAND CITY MUNICIPAL BOUNDARY AS DEFINED BY THE *TAYLOR, SIGGARD, BULL RIVER, IVORY HOMES ANNEXATION PLAT;* THENCE ALONG SAID MUNICIPAL BOUNDARY THE FOLLOWING TWO (2) COURSES: S89°49'52"W 1341.05 FEET; THENCE S0°02'55"W 47.43 FEET TO THE EXISTING LEHI CITY MUNICIPAL BOUNDARY AND DEFINED BY THE *MICRON ANNEXATION PLAT;* THENCE ALONG SAID MUNICIPAL BOUNDARY THE FOLLOWING FIVE (5) COURSES: S89°59'46"W 1323.50 FEET; THENCE N0°00'14"W 905.52 FEET; THENCE S38°14'46"W 630.52 FEET; THENCE S77°14'46"W 924.71 FEET; THENCE N0°02'17"W 38.56 FEET TO THE POINT OF BEGINNING.

CONTAINS: ±111.51 ACRES

A public hearing has been scheduled before the Lehi City Council on the 10th day of August 2021, at 7 p.m. for the purpose of receiving public comment.

The Lehi City Council will annex the above described parcels unless, at or before the public hearing, written protests to the annexation are filed by the owners of real property located within the area proposed for annexation covering a majority of the total private land area within the entire area proposed for annexation and also is equal to at least ½ the value of all private real property within the entire area proposed for annexation.

ANNEXATION INFORMATION SUMMARY
FOR
D.R. Horton – Micron Area Plan

(a) _____ In general, what is the topography, vegetation, and other natural features present on the property proposed to be annexed?

(b) _____ What is the existing land use(s) of the property proposed for annexation and those requested by the owners?

(c) _____ What is the current and potential (if the property were developed) population and residential density of the proposed area?

(d) _____ How will the proposed annexation comply with and achieve Lehi City=s land use(s), goals and policies outlined in the Lehi City General Plan?

(e) _____ What are the current and potential (if the property were developed) demands for City provided facilities and services to the area proposed for annexation, including culinary water, irrigation water, wastewater, transportation facilities, drainage, fire protection, solid waste, parks and recreation, and police protection?

(f) _____ Are the water rights necessary for annexation, found in Section 27-040 of the Lehi Development Code available for dedication to Lehi City upon annexation?

In answer to the above questions and to provide some information and a summary of the proposed annexation from Utah County into Lehi City named "D.R. Horton – Micron Area Plan Annexation":

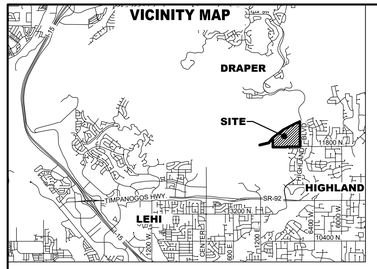
The topography is very mild and consistent throughout as it slopes from the North to the South East at an approximately 6% to 7% grade. There are a few natural drainage channels that run through the land and while one of them is moderately thick with scrub oak, the other drainage ways are barren and mild. At the northern-most border, there are a few more scrub oak and vegetation than what is to be found on the rest of the land. The rest of the land is filled with field grass and small sage brush bushes.

Currently the land is completely vacant and is not used for anything. D.R. Horton intends to improve the land for residential homes to be built at an approximate density of 3 units per acre. These parcels have already been anticipated to be annexed into Lehi City as part of a previously approved Area Plan is consistent with what the Lehi City General Plan indicates.

As the Area Plan is amended to include this portion of land, we will need to plan and install the needed infrastructure for all utilities for residential homes. The city sewer capacity and tie-in location has been determined and identified. We will need to build additional water (culinary and P.I) tanks and infrastructure and are currently performing studies and calculations to determine the size, scope and locations.

The needed water shares are either already dedicated to the city for the Area Plan or we are and will be purchasing the needed rights. We plan to have all the water needed and ready to be dedicated to the city at the time the Area Plan Amendment is approved.

VICINITY MAP



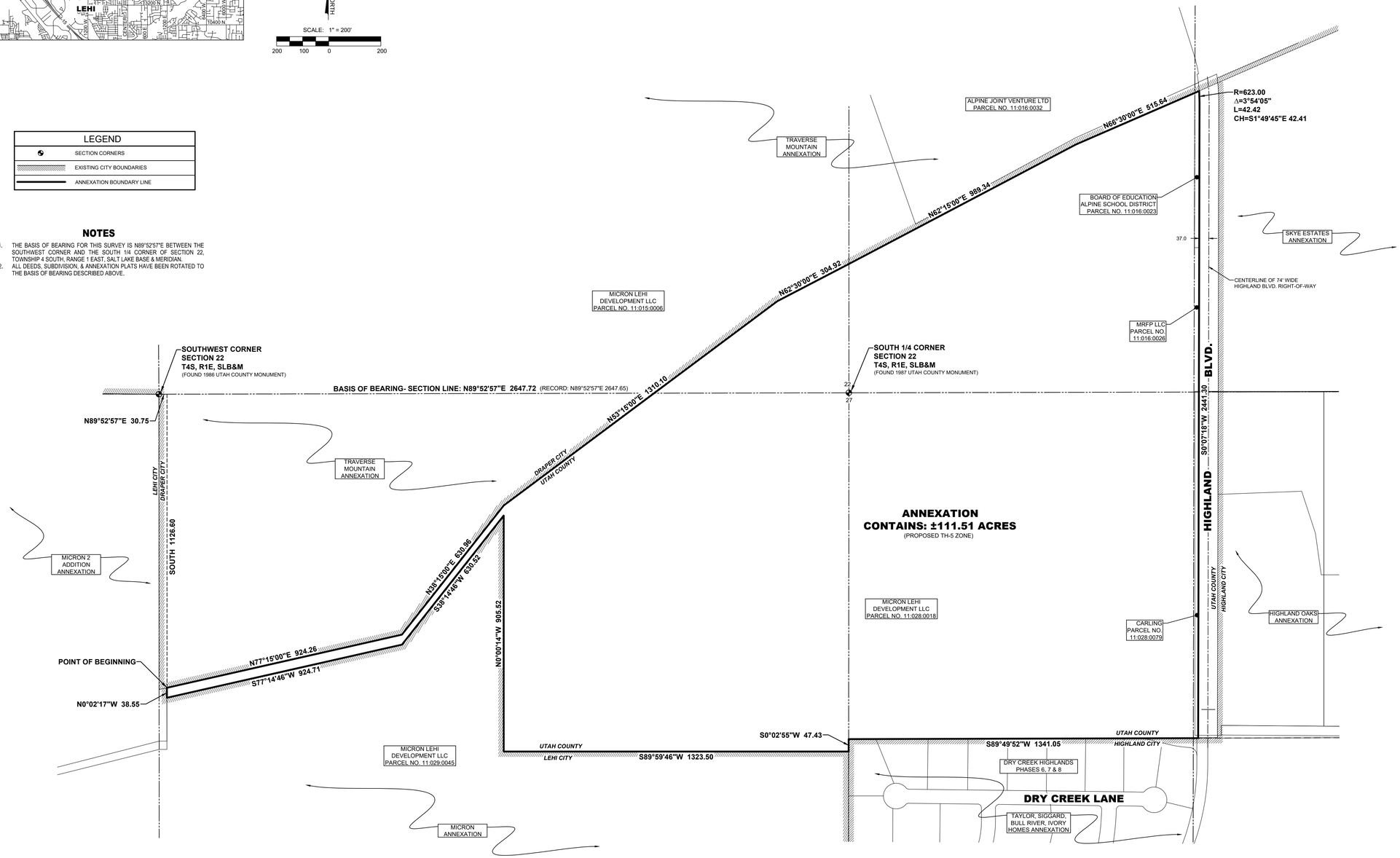


LEGEND

- SECTION CORNERS
- EXISTING CITY BOUNDARIES
- ANNEXATION BOUNDARY LINE

NOTES

1. THE BASIS OF BEARING FOR THIS SURVEY IS N89°52'57"E BETWEEN THE SOUTHWEST CORNER AND THE SOUTH 1/4 CORNER OF SECTION 22, TOWNSHIP 4 SOUTH, RANGE 1 EAST, SALT LAKE BASE & MERIDIAN.
2. ALL DEEDS, SUBDIVISION, & ANNEXATION PLATS HAVE BEEN ROTATED TO THE BASIS OF BEARING DESCRIBED ABOVE.



SURVEYOR'S CERTIFICATE

I, CAHD A. POULSEN, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR, AND THAT I HOLD CERTIFICATE NO. 501182 AS PRESCRIBED UNDER THE LAWS OF THE STATE OF UTAH. I FURTHER CERTIFY THAT THIS PLAT OF ANNEXATION TO THE CORPORATE LIMITS OF LEHI CITY, UTAH COUNTY, UTAH, IS A TRUE AND CORRECT REPRESENTATION OF DATA COMPILED FROM RECORDS ON FILE IN THE OFFICE OF THE UTAH COUNTY RECORDER.

BOUNDARY DESCRIPTION

A PORTION OF THE SOUTHWEST QUARTER AND SOUTHEAST QUARTER OF SECTIONS 22, AND THE NORTHEAST QUARTER AND THE NORTHWEST QUARTER OF SECTION 27, TOWNSHIP 4 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, DESCRIBED BY SURVEY AS FOLLOWS:

BEGINNING AT A POINT ON THE EXISTING DRAPER CITY MUNICIPAL BOUNDARY AS DEFINED BY THE *TRAVERSE MOUNTAIN ANNEXATION PLAT*, LOCATED N89°52'57"E ALONG THE SECTION LINE 30.75 FEET AND SOUTH 1126.60 FEET FROM THE SOUTHWEST CORNER OF SECTION 22, TOWNSHIP 4 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN; THENCE ALONG SAID MUNICIPAL BOUNDARY THE FOLLOWING SIX (6) COURSES: N77°15'00"E 924.26 FEET; THENCE N38°15'00"E 630.96 FEET; THENCE N53°15'00"E 1310.10 FEET; THENCE N62°30'00"E 304.92 FEET; THENCE N62°15'00"E 989.34 FEET; THENCE N66°30'00"E 515.64 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF HIGHLAND BOULEVARD AS DESCRIBED BY DEED ENTRY NO. 153953:2002 AND 154716:2002 IN THE OFFICIAL RECORDS OF THE UTAH COUNTY RECORDER; THENCE ALONG SAID RIGHT-OF-WAY LINE THE FOLLOWING TWO (2) COURSES: ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT 42.42 FEET WITH A RADIUS OF 623.00 FEET THROUGH A CENTRAL ANGLE OF 3°54'05" CHORD: S1°49'45"E 42.41 FEET; THENCE S0°07'18"W 2441.30 FEET TO THE NORTH LINE OF THE EXISTING HIGHLAND CITY MUNICIPAL BOUNDARY AS DEFINED BY THE *TAYLOR, SIGGARD, BULL RIVER, IVORY HOMES ANNEXATION PLAT*; THENCE ALONG SAID MUNICIPAL BOUNDARY THE FOLLOWING TWO (2) COURSES: S89°49'52"W 1341.05 FEET; THENCE S0°02'55"W 47.43 FEET TO THE EXISTING LEHI CITY MUNICIPAL BOUNDARY AND DEFINED BY THE *MICRON ANNEXATION PLAT*; THENCE ALONG SAID MUNICIPAL BOUNDARY THE FOLLOWING FIVE (5) COURSES: S89°59'46"W 1323.50 FEET; THENCE N0°00'14"W 905.52 FEET; THENCE S38°14'46"W 630.52 FEET; THENCE S77°14'46"W 924.71 FEET; THENCE N0°02'17"W 38.56 FEET TO THE POINT OF BEGINNING.

CONTAINS: ±111.51 ACRES

CHAD A. POULSEN
PROFESSIONAL LAND SURVEYOR
REGISTRATION NO. 501182

July 7, 2021
DATE

STATE OF UTAH — CHAD A. POULSEN — No. 501182 — PROFESSIONAL LAND SURVEYOR
SURVEYOR'S SEAL

ACCEPTANCE BY COUNTY SURVEYOR

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

COUNTY SURVEYOR

COUNTY SURVEYOR SEAL

ACCEPTANCE BY LEGISLATIVE BODY

THIS IS TO CERTIFY THAT WE, THE LEHI CITY COUNCIL HAVE RECEIVED A PETITION SIGNED BY A MAJORITY OF THE OWNERS OF THE TRACT SHOWN HEREON, REQUESTING THAT SAID TRACT BE ANNEXED TO THE CITY OF LEHI AND THAT A COPY OF THE ORDINANCE HAS BEEN PREPARED FOR FILING HEREWITH ALL IN ACCORDANCE WITH THE UTAH CODE ANNOTATED (1953) 10-2-401 THRU 428 (AS REVISED) AND THAT WE HAVE EXAMINED AND DO HEREBY APPROVE AND ACCEPT THE ANNEXATION OF THE TRACT OF LAND AS SHOWN HEREON, AS A PART OF THE CITY OF LEHI TO BE KNOWN HEREAFTER AS THE

MICRON EAST ANNEXATION.

DATED THIS _____ DAY OF _____, A.D. 20 ____

MAYOR

ATTEST: _____
RECORDER

RECORDER'S SEAL

LEI
- A Utah Corporation -
ENGINEERS
SURVEYORS
PLANNERS
3302 N. Main Street
Spanish Fork, UT 84660
Phone: 801.798.0555
Fax: 801.798.9394
office@lei-eng.com
www.lei-eng.com

ANNEXATION PLAT

MICRON EAST ANNEXATION

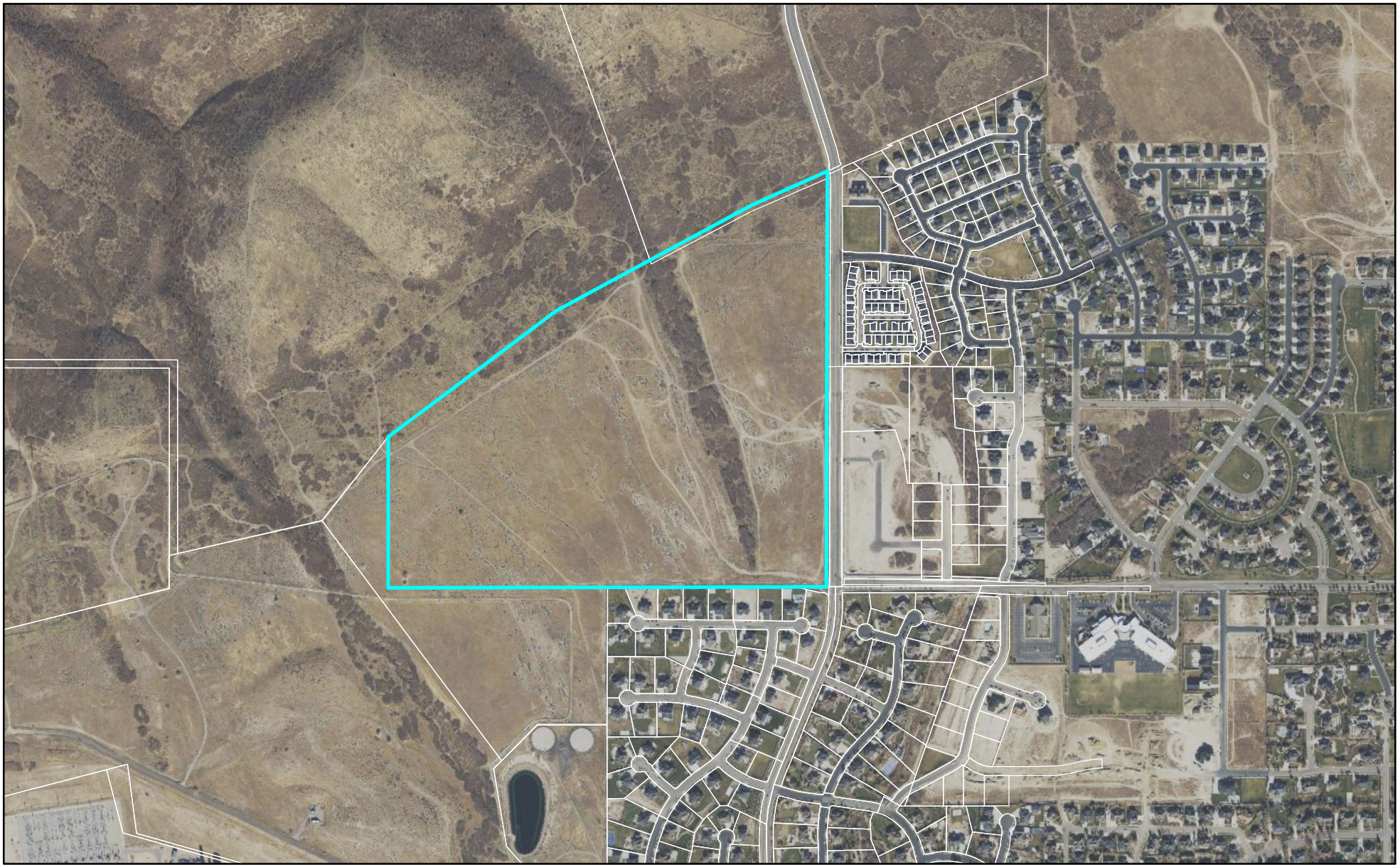
LEHI CITY — UTAH COUNTY, UTAH
SCALE: 1" = 200 FEET

SHEET: 1 OF 1

UTAH COUNTY RECORDER

Micron East Annexation

Aerial

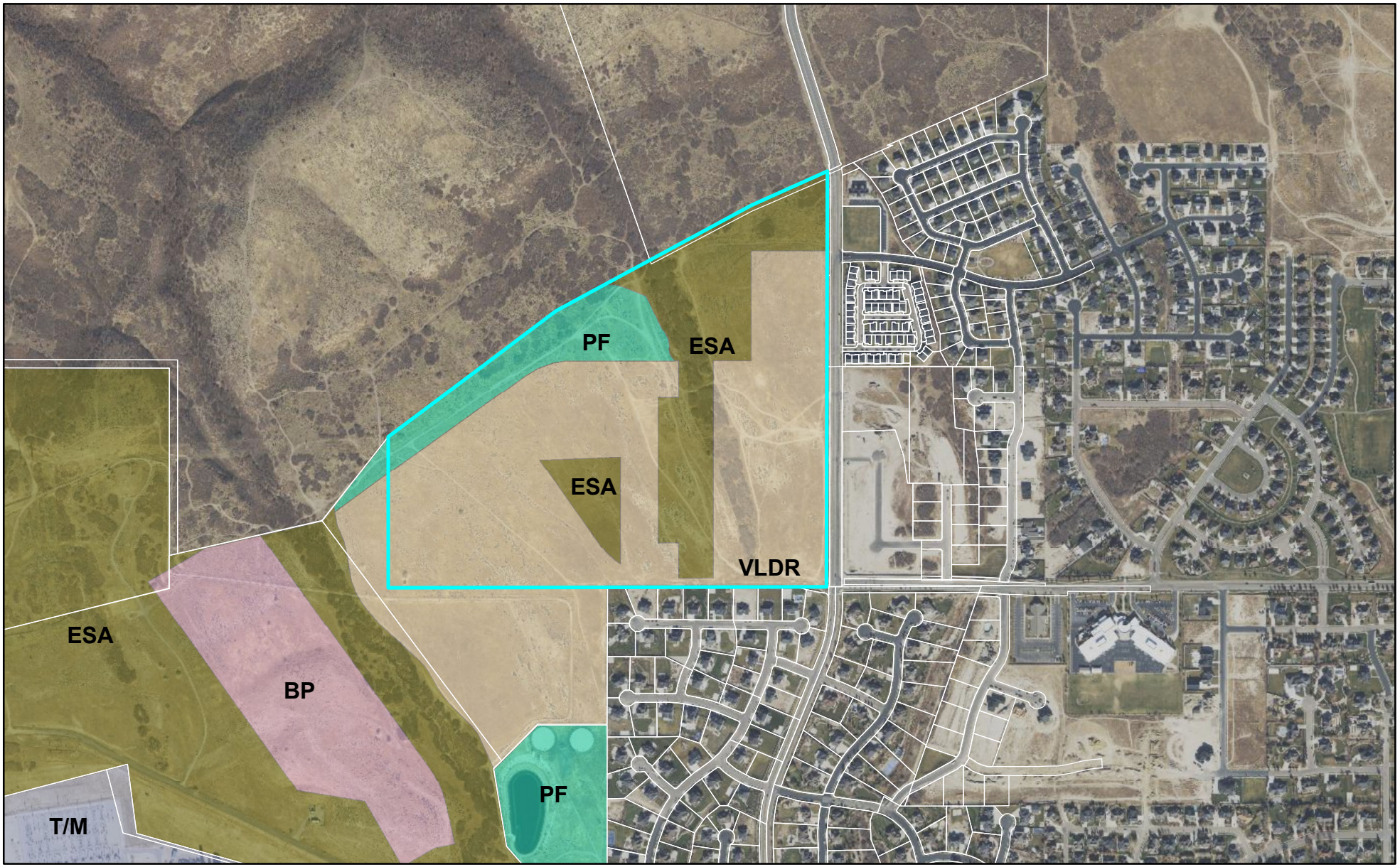


0 1,000 2,000 Feet

LEHI CITY

Micron East Annexation

General Plan Map

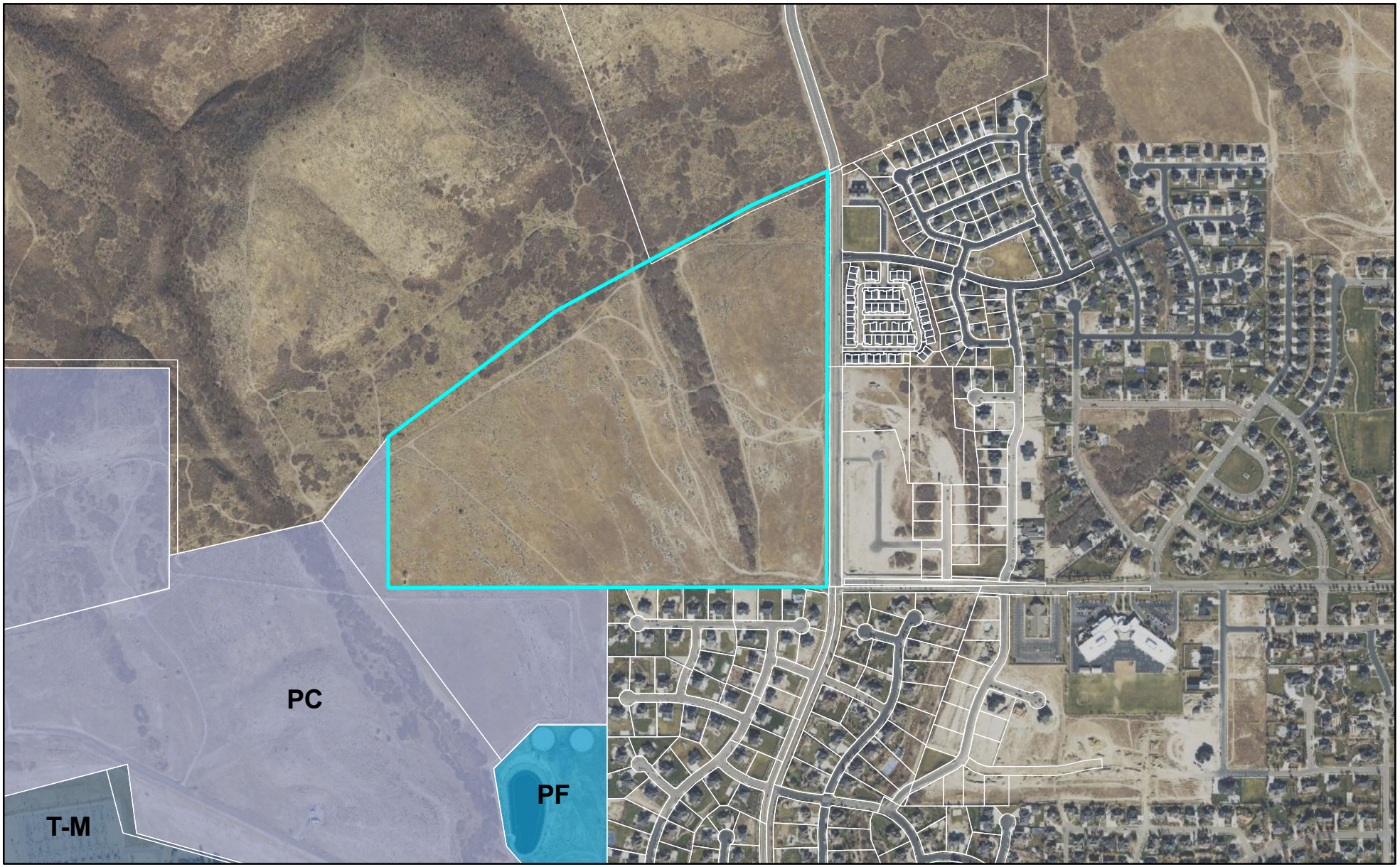


0 1,000 2,000 Feet

LEHI CITY

Micron East Annexation

Zoning



0 1,000 2,000 Feet

LEHI CITY

Agenda Item No: 13

City Council Agenda Item Report

Meeting Date: August 10, 2021
Submitted By: Brittney Harris
Submitting Department: Planning Division
Item Type: Ordinance
Agenda Section: Regular Agenda

Subject:
Consideration of Ordinance #36-2021, a General Plan Amendment on 8.18-acres from Neighborhood Commercial and Very Low Density Residential to Medium Density Residential located at approximately 2900 North and 1200 West.

Suggested Action:

Attachments:

CC Staff Report Lehi Terrace General Plan Amendment 08.10.21.docx

Lehi Terrace General Plan Amendment DRC 07.07.21.docx

Ord 36-2021.docx

Narrative General Plan Amendment.pdf

Lehi Terrace Aerial Map.pdf

Lehi Terrace General Plan Map.pdf

Lehi Terrace Zoning Map.pdf

LEHI TERRACE GENERAL PLAN AMENDMENT

CITY COUNCIL REPORT

Applicant	Symphony Homes		
Meeting Date	August 10, 2021		
Requested Action/Purpose	Approval of a proposed amendment to the General Plan		
Decision Type	Legislative		
Location	Approximately 2900 North 1200 West		
Acreage	8.18 acres		
Existing Zoning	TH-5		
Existing General Plan Land Use Designation	Neighborhood Commercial (NC) and VLDR		
Proposed Land Use Designation	Medium Density Residential (MDR)		
Existing Land Use	Undeveloped		
Adjacent Zoning and Land Use	*North*	RA-1	Single Family Homes
	South	A-1	Hobby Farms
	East	TH-5	Hobby Farms
	West	R-3	Single Family Homes/ Townhomes
Date of DRC Review	July 7, 2021		
Date of Planning Commission Review	July 22, 2021		
Assigned Planner	Brittney Harris		

REQUIRED ACTION

Planning Commission	Review and recommendation
City Council	Final approval

APPLICABLE DEVELOPMENT CODE REGULATIONS

Section 04.060 Criteria for Approval
The Planning Commission should consider the following factors, among others, when reviewing a General Plan 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.

APPLICABLE GENERAL PLAN GOALS AND POLICIES

Best Practice 3.1: Encourage the development of neighborhood commercial units to cater to the needs of area residents.

Best Practice 7.1: All new development should meet its infrastructure needs and not negatively impact existing residents.

Goal 8: Create sustainable housing for new residents with access to neighborhood and community services, education, transportation, recreation, and cultural opportunities.

PROPERTY HISTORY

February 1, 2016	Property came into the City as part of the Hans Follie Addition
May 28, 2019	City Council approved the Creative Campus General Plan Amendment changing the land use designation on the front part of this property from VLDR to NC.

REPORT ANALYSIS

The applicant requests approval of a General Plan Amendment from Neighborhood Commercial and Very Low Density Residential (VLDR) to Medium Density Residential (MDR).

In May 2019, the City Council approved a General Plan Amendment changing the front 5.6 acres to Neighborhood Commercial. A few separate neighborhood commercial concept plans came through following the Amendment. They showed different office building configurations. These previous plans were met with resistance by residents in the area and none of the plans moved past concept.

The applicant suggests that this area is not the most conducive area for commercial uses and proposes a small lot single family use instead. Running concurrently with this General Plan Amendment is the Lehi Terrace Concept Plan that shows the proposed layout of these single-family lots.

The City Council should consider the viability of commercial uses in this area and if small lot single family or neighborhood commercial best fit in this area.

The DRC had two redline comments:

1. Capacity of existing power infrastructure for this area is limited. A line extension/circuit upgrades will be required to service the added density.
2. The City Council and Planning Commission have indicated that any increases in density should be limited to TOD areas and a few select areas. This property is close to, but outside of the TOD area

These comments do not need to be included in the motion.

POSSIBLE ACTIONS AND FINDINGS

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

1. The proposed General Plan amendment is/is not in conformance with the purposes, intent, and provisions of the General Plan and its various elements.
2. The proposed General Plan amendment is/is not consistent with the land uses and zoning of nearby and adjoining properties.
3. The proposed General Plan amendment will/will not have a substantial adverse effect on surrounding property.
4. The affected site is/is not physically suitable in terms of design, location, shape, size, operating characteristics, and the provision of public services to accommodate any potential future uses, including all landscaping, loading areas, open spaces, parking areas, setbacks, buffering/screening, walls, fences, yards, and other required features.
5. Additional findings based upon information presented during the public hearing.

PLANNING COMMISSION RECOMMENDATION

The Planning Commission reviewed the proposed preliminary subdivision on June 22, 2021. The minutes and motion from that meeting follow:

2.7) Public hearing and recommendation of Symphony Home's request for review of a General Plan Amendment on 8.18-acres from Neighborhood Commercial and Very Low Density Residential to Medium Density Residential located at approximately 2900 North and 1200 West.

The Applicant showed a PowerPoint presentation.

Chairman Nelson opened public hearing.
There was two e-comments.

Lauren Shriner- felt that residential was a better fit here then neighborhood residential and would like to see this amended back to residential.

Ryan Hill- seconded Lauren Shriner's comments.

Nolan Johnson- was wanting a turn around so people don't come in his property and was concerned his property would be unloaded in his property.

Tyler Anderson- they would prefer low density. Asked for a contingency for single family homes if a project fell through and then it's a completely different starting point.

Mike Shriner- agreed with Laura Shriner concerned about the problem of others taking advantage of medium size

Whitney Wells wanted a contingency plan.

Rebecca Wells- Didn't like neighborhood and wanted contingency

Mary wants a contingency also

Chairman Nelson closed public hearing.

Mr. Curtis clarified about the leeway they can place contingencies. Mr. Dinsdale stated the only way to reduce traffic is allowing neighborhood commercial.

Chairman Nelson felt like there was a good argument either way. Commissioner Bunker felt that he would support the medium density. Commissioner Newell had concern about increasing density because of the financial liability. Commissioner Jackson felt like he it would reduce traffic. Commissioner Ellis and Hereth felt that it was rare to have a developer work with the neighbors.

Motion: Commissioner Ellis moved to send a positive recommendation of **Symphony Home's request for review of a General Plan Amendment on 8.18-acres from Neighborhood Commercial and Very Low Density Residential to Medium Density Residential located at approximately 2900 North and 1200 West** including all DRC comments and findings stated in the report. Stating that he felt that it met the needs of the area. The propose general plan amendment is consistent and that it won't have an adverse effect on existing properties. Commissioner Hereth seconded. All in favor.

Vote: Commissioner Nielsen, no; Commissioner Ellis; Commissioner Bunker, yes; Commissioner Hereth, yes; Commissioner Jackson, yes; Commissioner Newell, no. The motion passed.

Lehi Terrace General Plan Amendment
DRC Redline Comments

Symphony Homes- requests review of the Lehi Terrace General Plan Amendment from NC and VLDR to MDR located at 2900 North 1200 West.

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:
Date of Plans Reviewed: 6/29/21
Time Start: 2:17
Time End: 2:21

DRC REDLINE COMMENTS:
Glade – Power:
1. Capacity of existing power infrastructure for this area is limited. A line extension/circuit upgrades will be required to service the added density.

Garion – Fire: No comments
Greg – Water/Sewer: No comments
Trent – Parks: No comments
Gary – Building/Inspections: No comments
JD – Streets: No comments
Ross – Engineering:
2. The City Council and Planning Commission have indicated that any increases in density should be limited to TOD areas and a few select areas. This property is close to, but outside of the TOD area

Luke- Traffic: No comments
Kim – Planning: No comments

DRC COMMENTS:
Consistency with the elements of the Lehi City General Plan.
The only General Plan Element affected by the proposed amendment is the Land Use Element.

Effect of the proposed amendment on the existing goals, objectives, and policies of the Lehi City General Plan.

Neighborhood Commercial Node (Overlay) (NCN)



The purpose of the Neighborhood Commercial classification is to allow for smaller-scale retail and service-oriented businesses that are compatible with adjacent neighborhoods and can provide basic goods and services that are available in close proximity to residential areas. Developments within this zone should be designed for a sensitive transition between commercial uses and surrounding residential uses.

Several of these nodes occur within the City. The purpose of Neighborhood Commercial Nodes (NCNs) is to allow for the implementation of the Neighborhood Commercial designation at designated major intersections as shown on the Land Use Map. Neighborhood Commercial Nodes are considered an overlay designation. Therefore, if a determination is made by the City that commercial land uses are not appropriate at any given NCN or portion of a NCN, the underlying General Plan Land Use designation(s) apply.

An estimation of how the land may develop in the Neighborhood Commercial Node areas is as follows:

Retail – 55%

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.

Office/employment – 25%
Residential – 5%
Roads & institutional – 15%

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. For the efficient implementation of this General Plan Land Use category, and to achieve the goals of the General Plan, the City has created the Flex Zone, which provides a diversity of lot sizes and promotes diversification and stability of neighborhoods. The applicable Zoning District classifications are R-1-12 and R-1-Flex. In cases where a parcel of property is immediately adjacent to existing R-1-10 or R-1-8 Zoning on at least 3 sides, the City may allow zoning/re-zoning of the parcel to an R-1-8 or R-1-10 Zone based on the contiguous zoning.

Medium Density Residential (MDR)

The Medium Density Residential (MDR) classification is used to identify and encourage the development of a variety of moderate density housing types, including single family dwellings and two-family dwellings, with an overall density not to exceed 6 dwelling units per acre. The applicable Zoning District classification for MDR is R-2.

THIS ITEM WILL BE SCHEDULED FOR PLANNING COMMISSION ON JULY 22nd AFTER WE RECEIVE ENVELOPES

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: 36-2021

ORDINANCE AMENDING THE LAND USE ELEMENT OF THE LEHI CITY GENERAL PLAN AND THE GENERAL PLAN LAND USE MAP FOR LEHI TERRACE

WHEREAS, on August 10, 2021, following all necessary public hearings, the Lehi City Council adopted an amendment to the Lehi City General Plan which included the 2017 Land Use Element together with the Lehi City General Plan Land Use Map; and

WHEREAS, the Lehi City Planning Commission held a public hearing on July 22, 2021, to review and make a recommendation on the General Plan Amendment located at approximately 2900 North 1200 West changing the land use designation from Neighborhood Commercial and Very Low Density Residential to Medium Density Residential, as shown on Exhibit "A" and forwarded their recommendation to the City Council; and

WHEREAS, the City Council held a public meeting on August 10, 2021, pursuant to the requirements for amendment of the Land Use Element of the Lehi City General Plan and General Plan Land Use Map from Neighborhood Commercial and Very Low Density Residential to Medium Density Residential.

NOW, THEREFORE, IT IS ORDAINED BY THE CITY COUNCIL OF LEHI CITY, UTAH AS FOLLOWS:

PART 1:

The Land Use Element of the Lehi City General Plan and General Plan Land Use Map is hereby amended to change the subject properties from Neighborhood Commercial and Very Low Density Residential to Medium Density Residential. The total amendment will include approximately 8.18-acres of property located at approximately 29000 North 1200 West, more specifically shown on Exhibit "A" attached hereto.

PART II:

If a provision of this Ordinance 36 -2021 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.

A. 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.

B. The City Council hereby directs that the official copy of the Lehi City General Plan

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 10th day of August 2021.

ATTEST

_____	_____
Mark Johnson, Mayor	Teisha Wilson, City Recorder

Exhibit A

11:033:0311
COM S 966.53 FT & E 37.59 FT FR W 1/4 COR. SEC. 32, T4S, R1E, SLB&M.; N 89 DEG 54' 0" E 69.74 FT; N 0 DEG 9' 30" E 100 FT; N 89 DEG 54' 0" E 489.01 FT; S 0 DEG 4' 0" E 436.9 FT; S 89 DEG 54' 0" W 164.33 FT; N 0 DEG 4' 0" W 100 FT; S 89 DEG 54' 0" W 394.59 FT; N 0 DEG 7' 15" W 236.91 FT TO BEG. AREA 4.538 AC.

11:033:0315
COM S 1203.43 FT & E 38.08 FT FR W 1/4 COR. SEC. 32, T4S, R1E, SLB&M.; N 89 DEG 54' 0" E 394.59 FT; S 0 DEG 4' 0" E 100 FT; N 89 DEG 54' 0" E 164.33 FT; N 0 DEG 4' 0" W 356.4 FT; N 89 DEG 54' 0" E 106.32 FT; S 364.65 FT; S 89 DEG 54' 0" W 664.72 FT; N 0 DEG 7' 15" W 108.25 FT TO BEG. AREA 1.899 AC.

11:033:0313
COM N 1328.26 FT & E 45.77 FT FR SW COR. SEC. 32, T4S, R1E, SLB&M.; S 89 DEG 55' 56" E 287.99 FT; S 0 DEG 9' 44" W 264 FT; N 89 DEG 55' 56" W 286.82 FT; N 0 DEG 5' 28" W 264 FT TO BEG. AREA 1.741 AC.



Symphony Development
RUSSELL T. WILSON
Land Acquisition & Development
C 801.691.4843
O 801.298.8555
111 SOUTH FRONTAGE ROAD
CENTERVILLE, UT 84014
rwilson@symphonyhomes.com

June 29, 2021

Lehi City Planning & Zoning
C/O Ms. Brittney Harris
153 North 100 East
Lehi, Utah 84043

RE: Application for General Plan Amendment for 8.18 acres at approximately 2900 North 1200 West

Dear Ms. Harris,

Symphony Homes is proposing a General Plan Amendment for approximately 8.18 acres located at 1200 West and 2900 North, Lehi. Please see the enclosed Application for General Plan Amendment to amend the General Plan designation from Neighborhood Commercial and Very Low Density Residential to Medium Density Residential.

Reasons and justification for the proposed amendment

There are several reasons and justifications for the proposed amendment. The majority of the property is currently designated as Neighborhood Commercial. Historically, commercial uses have struggled to survive along the central and northern parts of 1200 West. There is a high turnover rate for businesses in this area because it is surrounded by residential zoning and businesses aren't able to attract an adequate amount of traffic and patronage due to a lower visibility. Because the property is completely surrounded by residential or agricultural uses, it would better serve the community by designating it for a residential use.

A lesser portion of the property is currently designated as Very Low Residential, but by changing the use of the entire property to Medium Density Residential, the common planning practice can be applied to place medium-density housing along the busy corridor and allow a transition to the existing lower-density neighborhoods to the North-East. With 1200 West recently becoming an 80 foot wide major arterial road, it makes sense from a planning perspective to create a buffer area between the busy road and the existing neighborhoods to the North-East. Several other medium-density and high-density neighorhoods in the immediate area have adopted these same planning principles.

Another important justification for the proposed amendment would be to provide more affordable housing options in close proximity to Lehi City's ever-growing employment hub.

Consistency of the proposed amendment with the goals and policies of the General Plan

One goal of Lehi City's General Plan is to "Create sustainable housing for new residents with access to neighborhood and community services, education, transportation, recreation, and cultural opportunities." With the proposed amendment, there is a unique opportunity not only to provide more affordable housing, but to provide it in one of last remaining locations in close proximity to many of those services Lehi City has worked so hard to create in the Thanksgiving Point and Traverse Mountain areas.

A "Best Practice" mentioned in Lehi City's General Plan is to "encourage vision in new residential developments" and to do that by providing "a variety of housing types" and "density".

Compatibility of the proposed land use with the existing land uses of nearby and adjoining properties

The proposed land use is compatible with existing land uses nearby. Located immediately across 1200 West, the existing land use is High Density Residential which contains several communities that were developed under the R-3 zone and that consist of a clustered mix of attached and detached housing types. Our proposal is to create a medium-density neighborhood under the R-2 zone, to provide a smoother transition between the high-density and low-density neighborhoods. This development would also act as a buffer and insulation between the busy road and slightly lower-density Fox Run neighborhood on the North-East.

Our concept plan includes a continuous open space area adjacent to Fox Run subdivision to act as an additional buffer and delineation between the two zoning types.

The effect of the proposed amendment on the character of the surrounding area

The majority of the area surrounding our property consists of high-density housing. One of these areas located immediately to the west is the Pheasant Pointe P.U.D. which includes a variety of housing types consisting of townhomes, condos, and single-family lots ranging in size from 4,700 SF to 9,975 SF. The Country Lane P.U.D. townhomes are also directly west of the property. These two subdivisions also use 1200 West as their main access point. Another high density housing project located nearby is the Parkside at Ivory Ridge subdivision consisting of smaller lots (3,000 SF to 5,000 SF) and townhomes which were just developed recently. The Fox Run P.U.D. located to the north and east of the property contains single-family lots ranging in size from 8,625 SF to 19,428 SF. The effect of the proposed amendment would match the existing character of the surrounding area and once again provide a better transition between the two existing zoning designations.

With the proposed design, architecture, and quality of construction, we believe the overall effect of the proposed amendment will enhance the character of the surrounding area and provide a more affordable single-family home option that is currently lacking in this unique part of Lehi.

The gain to the public health, safety, welfare, and overall community benefit

The proposed amendment to the General Plan would allow a highly desirable and affordable housing development to be located within close proximity to Lehi City's thriving employment hub and other nearby amenities. The community would create a much needed buffer/transitional area between a major arterial road and slightly lower-density neighborhoods, and provide another variety of housing that would enhance the beautification and enjoyment of the area. Connectivity would also be provided to increase public safety.

We appreciate your consideration of the proposed amendment to Lehi City's General Plan, and we look forward to working with you to create a beautiful community that Lehi City and it's residents can be proud of for many generations to come.

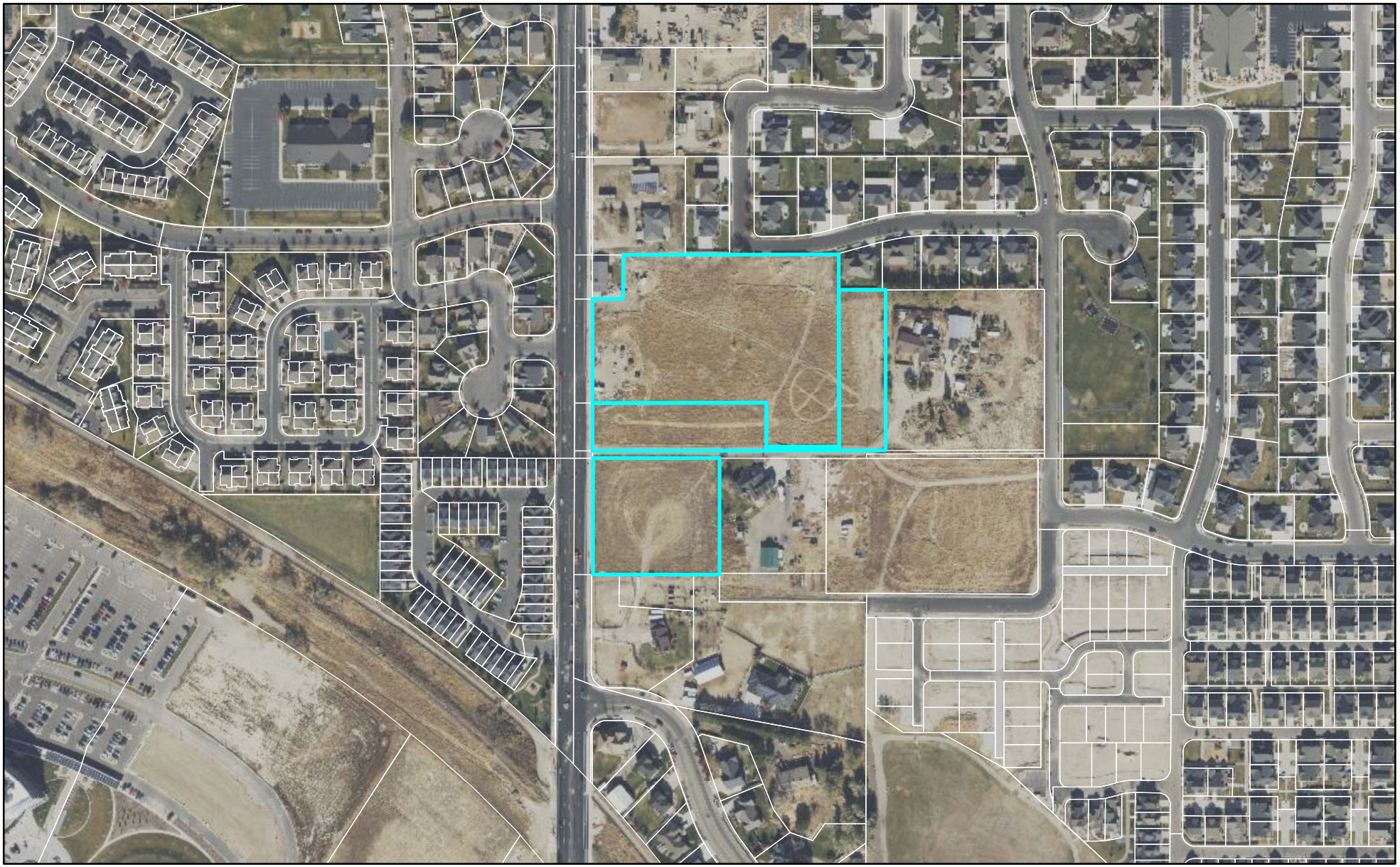
Sincerely,

Russell Wilson

Russell Wilson

Lehi Terrace

Aerial

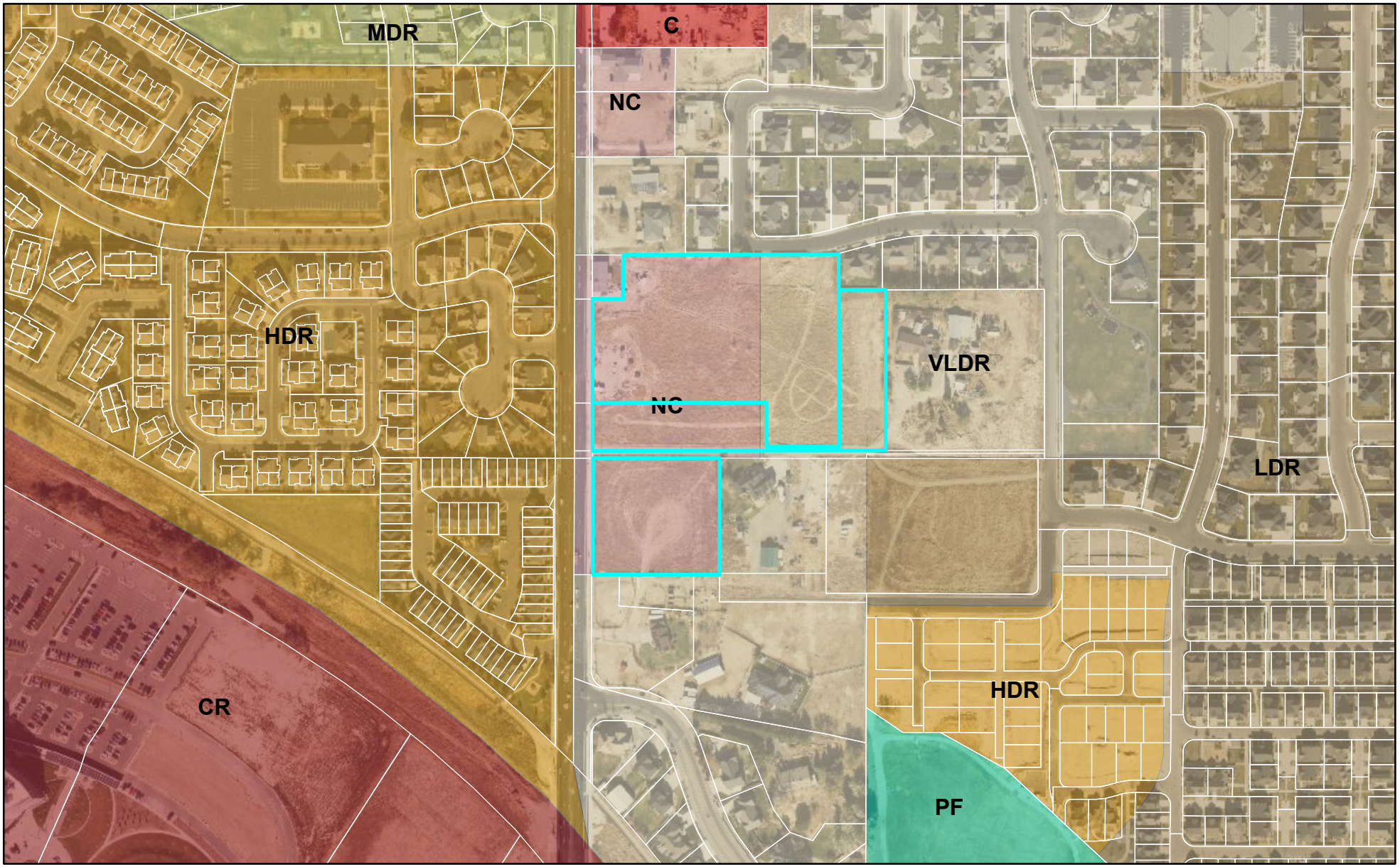


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LEHI CITY

Lehi Terrace

General Plan

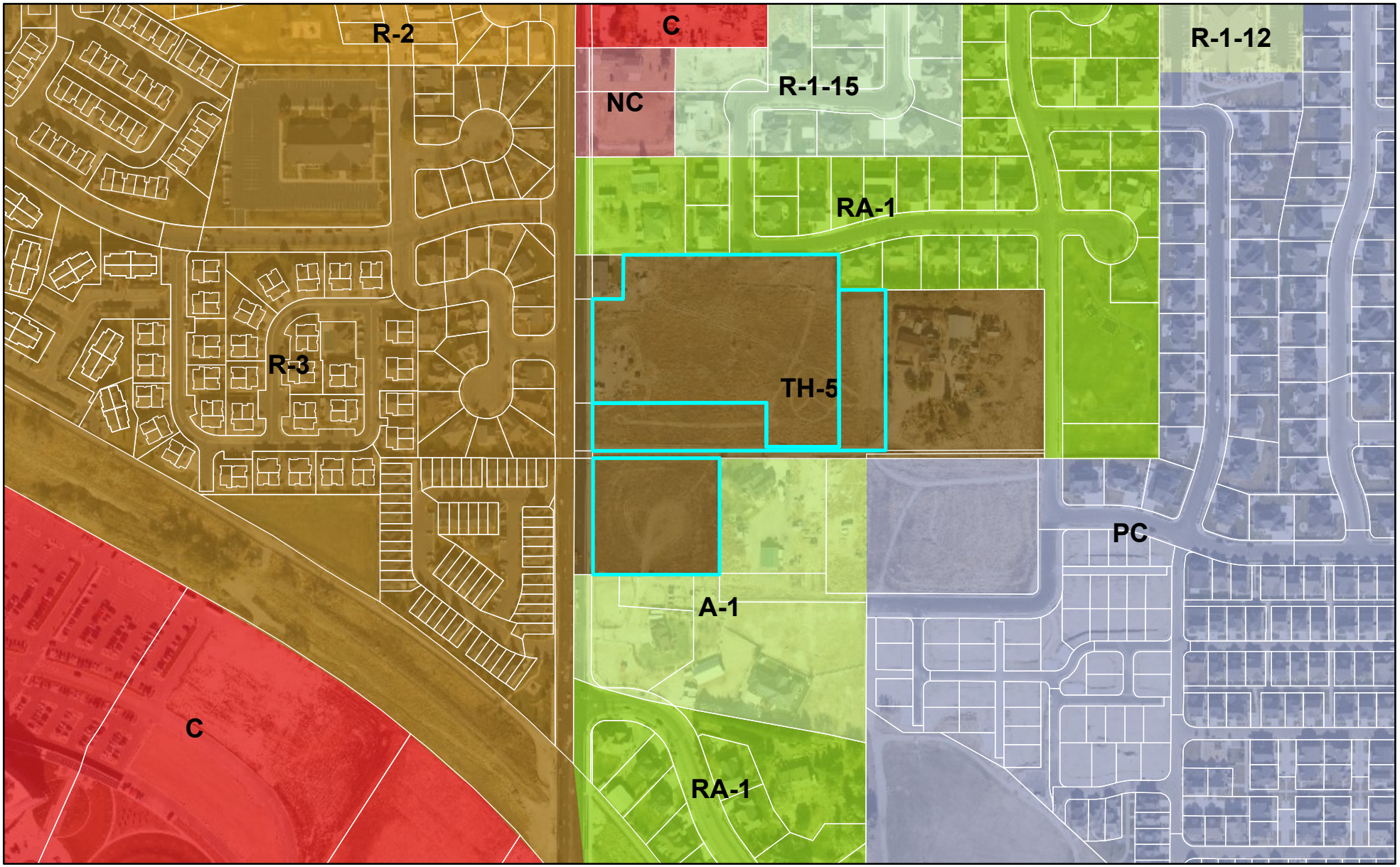


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LEHI CITY

Lehi Terrace

Zoning



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LEHI CITY

Agenda Item No: 14

City Council Agenda Item Report

Meeting Date: August 10, 2021
Submitted By: Brittney Harris
Submitting Department: Planning Division
Item Type: Action Item
Agenda Section: Regular Agenda

Subject:
Consideration of Concept approval for the Lehi Terrace Concept Plan, a 39-lot single family subdivision located at approximately 2900 North 1200 West.

Suggested Action:

Attachments:

CC Staff Report Lehi Terrace Concept 08.10.21.docx

Lehi Terrace Concept DRC 07.07.21.docx

Lehi Terrace Narrative.pdf

Lehi Terrace Concept Plan.pdf

Single Family Elevations.pdf

Lehi Terrace Aerial Map.pdf

Lehi Terrace General Plan Map.pdf

Lehi Terrace Zoning Map.pdf

LEHI TERRACE CONCEPT PLAN
CITY COUNCIL REPORT

Applicant	Symphony Homes		
Meeting Date	August 10, 2021		
Requested Action/Purpose	Approval of a subdivision concept plan		
Location	Approximately 2900 North 1200 West		
Project Area	8.18 acres		
Existing Zoning	TH-5		
General Plan Land Use Designation	Proposed MDR (running concurrently) Existing NC and VLDR		
Adjacent Zoning and Land Use	*North*	RA-1	Single Family Homes
	South	A-1	Hobby Farms
	East	TH-5	Hobby Farms
	West	R-3	Single Family Homes/ Townhomes
Date of DRC Review	July 7, 2021		
Date of Planning Commission Review	July 22, 2021		
Assigned Planner	Brittney Harris		

REQUIRED ACTION

Planning Commission	Review and recommendation
City Council	Final Approval

APPLICABLE DEVELOPMENT CODE REGULATIONS

Section 11.010. Concept Plan – Applicability.
The Concept Plan gives the applicant, staff, Planning Commission and City Council an opportunity to discuss the project in the conceptual stage. The applicant can use the Concept Plan meeting to receive direction on project layout as well as discuss the procedure for approval, the specifications and requirements that may be required for layout of streets, drainage, water, sewerage, fire protection, and similar matters prior to the preparation of a more detailed preliminary subdivision plat..

Section 17.010. Purpose and Intent.

A. A Planned Unit Development may be allowed at the discretion of the Planning Commission and City Council in any zoning district by complying with the provisions of this Chapter. No permit shall be issued for a Planned Unit Development unless and until the following requirements have been met. The intent of allowing Planned Unit Developments in certain districts within the city is:

1. to encourage the construction of affordable housing units within the City under conditions and requirements that will ensure development of residential environments of sustained desirability and stability;

2. to permit development of housing and commercial projects within residential or commercial districts which are characterized by a harmonious grouping of attractive buildings situated on spacious surroundings and landscaped with well kept lawns, trees and shrubs;

3. to allow more flexibility in the location of buildings on the land, the grouping of open spaces and the number of dwelling units in one building; and

4. to improve the overall quality of the built environment, maintain property values, and enhance the image of Lehi City and the character of its major corridors that serve as primary access into and through the City.

Section 17.020. Approval Process.

A. Planned Unit Development (PUD) projects are to be reviewed in a three-step process: Concept Plan, Preliminary Plat, and Final Plat.

1. Concept Plan. The Concept Plan gives the applicant, staff, Planning Commission and City Council an opportunity to discuss the project in the conceptual stage. The applicant can use the Concept Plan meetings to receive direction on project layout as well as discuss the procedure for approval, specifications, and requirements that may be required for layout of streets, drainage, water, sewerage, fire protection, and similar matters prior to the preparation of a more detailed preliminary subdivision plat. Overall density of the proposed PUD will be discussed as part of the Concept Plan; however, the total density of the PUD shall be established as part of the preliminary plat approval. Sections 11.010 – 11.040 of the Development Code identify the requirements for Concept Plan.

Section 17.040. Development Standards.

All Planned Unit Developments shall conform to the following standards and requirements:

A. Qualifying Districts**.** Planned Unit Developments may be allowed at the discretion of the Planning Commission and City Council in all agricultural and residential districts within the City. To ensure that PUD projects are able to achieve the purposes stated in Section 17.010, and to ensure that projects are large enough to support a private homeowners association, property management agency, or corporation responsible for maintenance of open space, all Planned Unit Developments shall have a minimum area requirement of ten acres. Exceptions may be allowed for infill projects at the discretion of the Planning Commission and City Council. However, it is still the burden and responsibility of the applicant to demonstrate that the purposes of this chapter can be met, and that the adequate guarantees can be made for the maintenance of all required open space and common areas. For the purposes of this section, an infill project is defined as the development, or redevelopment within an existing developed area where street networks, utilities and other infrastructure are already present as opposed to starting with raw land in a relatively undeveloped or pristine area.

A. Density. The overall project may not exceed the density allowed by the underlying zoning district plus any additional density bonus allowed at the discretion of the Planning Commission and City Council.

F. Lot Sizes. The dwellings may be situated in one building or buildings may be clustered. Individual lot sizes may be reduced below the requirements of the zone in which the development is located. The remaining land not within individual lots shall be set aside for parks, playgrounds, open space or other open areas. Setbacks may be reduced but shall be sufficient to allow for the installation of all required public utilities. No permanent structure shall be allowed in the public utility easement space. Public utility easements shall be free and clear of building footings, foundation walls, window wells, or any other permanent structure that does not meet utility clearance requirements. All buildings and structures shall maintain a minimum five-foot setback from any public utility easement, water line easement, sewer easement, storm drain easement, power easement, detention easement, or any other utility easement in order to ensure property utility clearances are maintained.

G. Required Open Space. For all Planned Unit Developments, not less than ten percent of the gross area of the project site shall be set aside for the use of the occupants for parks, playgrounds, open space or other open areas. All areas required for vehicular access, parking areas, and land which is otherwise required to comply with the minimum yard requirements around buildings, shall not be included in computing the area required for parks, playgrounds or other open space areas.

H. Open Space Adjacent to Major Roads. Where a Planned Unit Development is required for projects adjacent to a master planned arterial or limited access collector road, the area between the property line/ROW line and the required decorative fence shall be enlarged and landscaped as part of the required open space. The enlarged parkway area shall be counted towards meeting the minimum open space requirement and shall include decorative fencing, street tree plantings and other applicable improvements required in the Lehi City Design Standards and Public Improvement Specifications Manual. The landscaped area may also include shrubs, rocks, flowerbeds and ground cover. Maintenance of the landscaped parkway shall be insured by the developer and owner by means of a property management agency or by establishing a private association or corporation responsible for such maintenance, which shall levy the cost thereof as an assessment on the property owners within the Planned Unit Development.

REPORT ANALYSIS

The applicant requests approval of the Lehi Terrace Concept Plan located at approximately 2900 North 1200 West. Concurrent with this Concept Plan is a proposed General Plan Amendment from NC and VLDR to MDR. Approval of the concept is contingent on approval of the General Plan Amendment and future zone change.

The included narrative states the applicant's intent to rezone to R-2 with a PUD overlay. This report considers the concept's conformance with the requirements of a PUD. The City Council must decide if this project should receive the PUD overlay designation.

Area and Density
The concept PUD includes 8.18 acres. The Code requires 10 acres for a PUD with the ability for the City Council to approve smaller acreage for infill development. This might qualify for infill development with most of the adjacent parcels having a home built on them.

PUD's allow for reduced lot size and frontage as long as the overall density does not exceed that of the zone. The R-2 zone has a maximum density of 6 units per acre. The proposed PUD has a density of 4.76 units per acre.

Open Space
The applicant shows open space along 1200 West as a 20 foot landscape buffer and also along the north as Parcel A. The open space meets the 10 percent requirement for a PUD. As shown, the open space comprises 10.8 percent of the Development.

Because the applicant proposes single family homes there are no amenity requirements in the open space.

DRC Comments
The DRC had eleven comments on the concept plan including:
1. Agricultural fencing will be required along adjacent properties.
2. Do we really need a bulb out to channelize traffic for 4 lots? It seems more of a nuisance to the city and homeowners.
3. The road layout looks good. The proposed roads line up with the existing roads on the west side of 1200 West and provide connectivity to the east and north
4. A traffic impact study (TIS) would be required should this concept be approved. It reaches the threshold that triggers the need for the TIS. Also, we have TIS requirements that I can provide to the consultant that conducts the study.
5. Would you consider as part of the approval for the GP amendment and concept plan widening this sidewalk to 10' to create a trail connection along the east side of 1200 W?

Please consider including all DRC Comments in your motion.

POSSIBLE MOTIONS AND FINDINGS

The City Council may approve or deny the proposed concept. They can also provide feedback on things they would like to see in the future preliminary and final subdivision. Either motion should include findings. Possible findings include:

1. The proposed concept meets/does not meet the intent of the PUD overlay.
2. The proposed concept will provide smaller single lot family homes, adding some diversity to the existing housing type in the neighborhood.
3. The proposed concept is/is not consistent with the Lehi City Development Code.
4. The proposed concept conforms/does not conform to the goals and policies of the General Plan.
5. The proposed concept does not affect the health, safety, welfare, and morals of the City.
6. Other findings based upon information presented at the public hearing.

PLANNING COMMISSION RECOMMENDATION

The Planning Commission reviewed the proposed preliminary subdivision on June 22, 2021. The minutes and motion from that meeting follow:

2.8) Public hearing and recommendation of Symphony Home's request for review of the Lehi Terrace Concept Plan a 39-lot single family subdivision located at approximately 2900 North 1200 West.

Chairman Nelson opened public hearing.

Mike Shriner- felt that the developers have been very good to work with, but they were hoping some contingencies attached to it. Precast concrete to be a must and green space for a buffer from the neighborhood. He was hoping for a lot or two less by the Johnson property.

Ryan Hill- He appreciate Symphony Homes time and effort. He was concerned that it would be like Ivory Homes where the driveways were too small for two cars to park so parking is more on the street. He also wanted a fence to deter parking.

Ceri Curtis- She also appreciates Symphony. The one thing is that the stub road concerns. She wants to move 35 and 34 down so it looks more like a driveway, so it doesn't look like a turnaround into Nolan Johnson's property. Also was hoping for a few more lots for a transition.

Whitney Wells- Wanted to agree everything that was just said.

Chairman Nelson closed public hearing.

Applicant address reducing numbers and the wall. He felt they are fine to include the wall as a condition since they are already do that. They will also make sure that the driveways can get to cars in the garage. As far as density goes, he wasn't sure the best way to answer that since they've gone through several variations. They aren't opposed to moving the properties if the city is good with moving the stub street.

Mr. Dinsdale discussed the stub road, and the 2900 North does need a stub. There are a handful options to discourage people from going in there.

Commissioners asked Mr. Struthers clarifying questions. Mr. Dinsdale let them know that this was more to help utilize the space.

Chairman Nelson reopened public hearing.

Nolan Johnson- He doesn't want it to be further north. He is good with the placement. Feels that modify lot 34 to make it more open.

Applicant thinks the can extend wall. As far as putting a turnaround will do what they can to make people aware it's not a turnaround or driveway.

Chairman Nelson closed public hearing.

Commissioner Hereth send a positive recommendation based on the finding that it the concept meets the intent of the PUD overlay and adding diversity and is consistent on the general plan and is contingent on the general plan amendment. Also, holding the developer for the fence and wider driveways for two vehicles. That the city staff work with the developer to discourage people to entering Mr. Johnson's property.

Commissioner Jackson seconded.

Commissioner Newell was a nay. The item passed.

Motion: Commissioner Hereth moved to approve **Symphony Home's request for review of the Lehi Terrace Concept Plan a 39-lot single family subdivision located at approximately 2900 North 1200 West.** He stated that is was based on the finding that the concept meets the intent of the PUD overlay and adding diversity and is consistent on the general plan and is contingent on the general plan amendment. Also, holding the developer for the fence and wider driveways for two vehicles. That the city staff work with the developer to discourage people to entering Mr. Johnson's property including all DRC comments, with a note that all applicable codes need to be adhered to with the exception of the drive aisle. Commissioner Jackson seconded.

Vote: Commissioner Nielsen, no; Commissioner Ellis; Commissioner Bunker, yes; Commissioner Hereth, yes; Commissioner Jackson, yes; Commissioner Newall no. The motion passed.

Lehi Terrace Concept Plan
DRC Redline Comments

Symphony Homes- requests review of the Lehi Terrace Concept Plan showing 39 single family lots located at 2900 North 1200 West.

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:
Date of Plans Reviewed: 6/29/21
Time Start: 2:21
Time End: 2:42

DRC REDLINE COMMENTS:
Glade – Power:
1. A 10' PUE space is required at all road frontages, public or private. Where water meters are not located in a planter strip, a 15' PUE is required.

Garion – Fire: No comments
Greg – Water/Sewer: No comments
Trent – Parks:
2. Agricultural fencing will be required along adjacent properties.

Gary – Building/Inspections: No comments
JD – Streets:
3. Do we really need a bulb out to channelize traffic for 4 lots? It seems more of a nuisance to the city and homeowners.

Ross – Engineering:
4. The road layout looks good. The proposed roads line up with the existing roads on the west side of 1200 West and provide connectivity to the east and north

Luke- Traffic:
5. A traffic impact study (TIS) would be required should this concept be approved. It reaches the threshold that triggers the need for the TIS. Also, we have TIS requirements that I can provide to the consultant that conducts the study.

Kim – Planning:
6. Need to show a radius at the corner of 3020 North and 1120 West.
7. Would you consider as part of the approval for the GP amendment and concept plan widening this sidewalk to 10' to create a trail connection along the east side of 1200 W?
8. Consider an island in the bulb out on 2900 N to reduce hard surface area and channelize traffic a little.
9. The connectivity standards look to be met with this layout, but just as an FYI, the standards would require a future connection to the south when that develops.
10. This project is under the required 10 acres for a PUD development, the Planning Commission will have to determine if this qualifies as infill development.
11. The open space appears to only be accessible to lots 1-8. From CH 17 of the development code
    L. Location of Open Space. The location of open space conserved through clustered residential development shall be consistent with the policies contained in the General Plan Parks, Open Space, and Recreational Facilities Element. Required open space areas shall be contiguous, not a collection of remnants. Yard areas within lots shall not be counted toward meeting the minimum open space requirement.

THIS ITEM WILL BE SCHEDULED FOR PLANNING COMMISSION ON JULY 22nd AFTER WE RECEIVE ENVELOPES

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.

June 29, 2021

Symphony Development
RUSSELL T. WILSON
Land Acquisition & Development
C 801.691.4843
O 801.298.8555
111 SOUTH FRONTAGE ROAD
CENTERVILLE, UT 84014
rwilson@symphonyhomes.com

Lehi City Planning & Zoning
C/O Ms. Brittney Harris
153 North 100 East
Lehi, Utah 84043

RE: Concept Plan Application for Lehi Terrace Subdivision located at approximately 2900 North 1200 West

Dear Ms. Harris,

We appreciate this opportunity to present the attached Concept Plan Application for the proposed Lehi Terrace subdivision located at approximately 2900 North and 1200 West. The proposed subdivision consists of 39 single-family residential lots ranging in size from 4,275 SF to 10,719 SF.

Over the past several months, we have hosted several meetings with surrounding neighbors and have worked closely with them to achieve a layout and design that most of the neighbors support. There is a common consensus among us that neighborhood commercial is not a good fit for this property. Many of the ideas as shown on the concept plan have stemmed from these collabarotive meetings with the neighbors.

Following an amendment to the General Plan, the proposed zoning for this project would be R-2 with a PUD overlay. The proposed land use is compatible with existing land uses nearby. Located immediately across 1200 West, the existing land use is High Density Residential which contains several communities that were developed under the R-3 zone and that consist of a clustered mix of attached and detached housing types. Our proposal is to create a medium-density neighborhood to provide a smoother transition between the high-density and lower-density neighborhoods. This development would also act as a buffer and insulation between the busy road and slightly lower-density Fox Run neighborhood on the North-East.

The subject property is just under the 10 acre minimum for a PUD, but with this being an infill property, Symphony Homes is asking for an exception to this as provided by Section 17.040 (A) of the PUD ordinance which states that "exceptions may be allowed for infill projects at the discretion of the Planning Commission and City Council."

Newly updated 62' City right-of-way widths have been included with connectivity to 1200 West, 3020 North, and a stub street to the east for a future 980 West connection.

These single-family homes will include product which will be a minimum of 35 foot wide and 60 feet deep. The proposed building set-backs for the lots are listed on the concept plan. Homes in this neighborhood will have covered patio areas included within the 60 foot depth. Allowed home styles will include traditional and craftsman designs and building materials will consist of a combination of stone or brick, and fiber cement board and stucco. Each home will have a minimum of a 2-car garage and driveway lengths and widths that will accommodate large vehicles to reduce on-street parking. Allowed home designs and building materials will be governed by restrictive covenants.

The PUD ordinance requires a minimum of ten percent of the gross area of the project to be open space. The proposed concept plan includes 0.89 acres of open space which is just over this requirement. A 20 foot open space buffer has been provided along 1200 West which will be composed of water-wise landscaping and a solid fence which will be designed to meet Lehi City standards. The concept plan also includes a continuous open space area adjacent to Fox Run subdivision to act as an additional buffer and delineation between the two zoning types. In regard to fencing, we have agreed with the neighbors to provide solid fencing along our southern boundary, northern boundary, and 1200 West. All open space areas and the detention pond will be owned and maintained by the HOA.

We again appreciate the opportunity to present this Concept Plan Application and are looking forward to working with Lehi City to provide another quality project that will be an asset to the community for many years to come. Please feel free to reach out to me with any questions.

Sincerely,

Russell Wilson

Russell Wilson

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GRAPHIC SCALE

50 0 25 50 100 200

(IN FEET)
1 inch = 50 ft.

CONCEPT TABULATIONS

TOTAL ACREAGE	±8.18 ACRES
SINGLE FAMILY LOTS	39
TOTAL DENSITY	4.76 UNITS/ACRE
OPEN SPACE (PARCELS A-D)	0.89 ACRES (0.82 REQD.)
POND AREA (PARCEL E)	0.24 ACRES (13,905 CUBIC FEET)
RIGHT OF WAY WIDTH	62'
CUL-DE-SAC RADIUS	64'

SETBACK REQUIREMENTS

FRONT YARD (PORCH)	15'
FRONT YARD (GARAGE)	20'
SIDE YARD	5'; 10' TOTAL
CORNER SIDE YARD	15'
REAR YARD	15'



LEHI TERRACE concept plan J

LEHI CITY, UTAH COUNTY
6/29/2021
20-0257

Note: This plan is for illustrative purposes only. Boundaries may be based on parcels obtained through public GIS data. It is recommended that a survey be performed to determine actual boundary size and dimensions as well as other potential boundary conflicts.

FOCUS ENGINEERING AND SURVEYING, LLC

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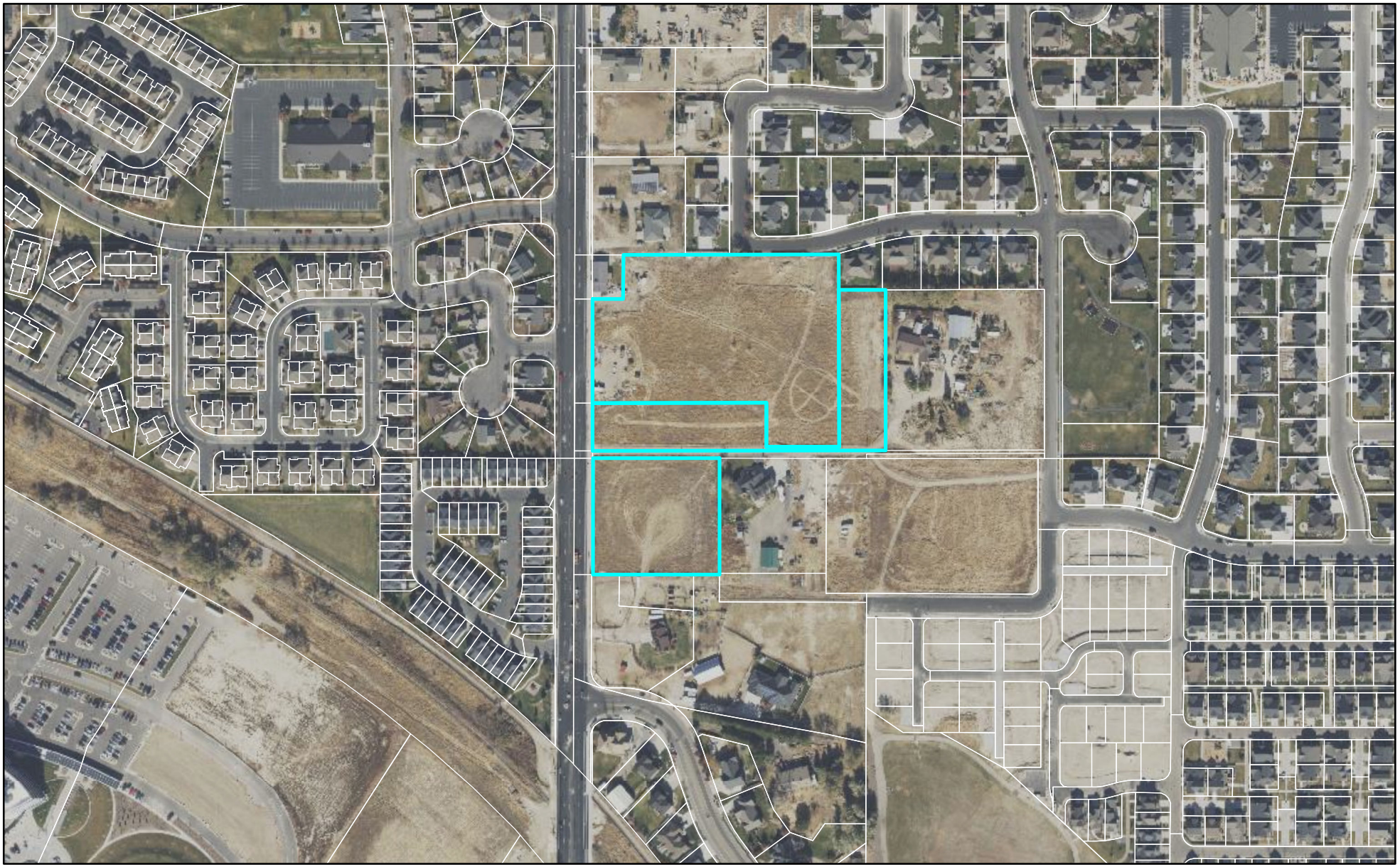

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Lehi Terrace

Aerial

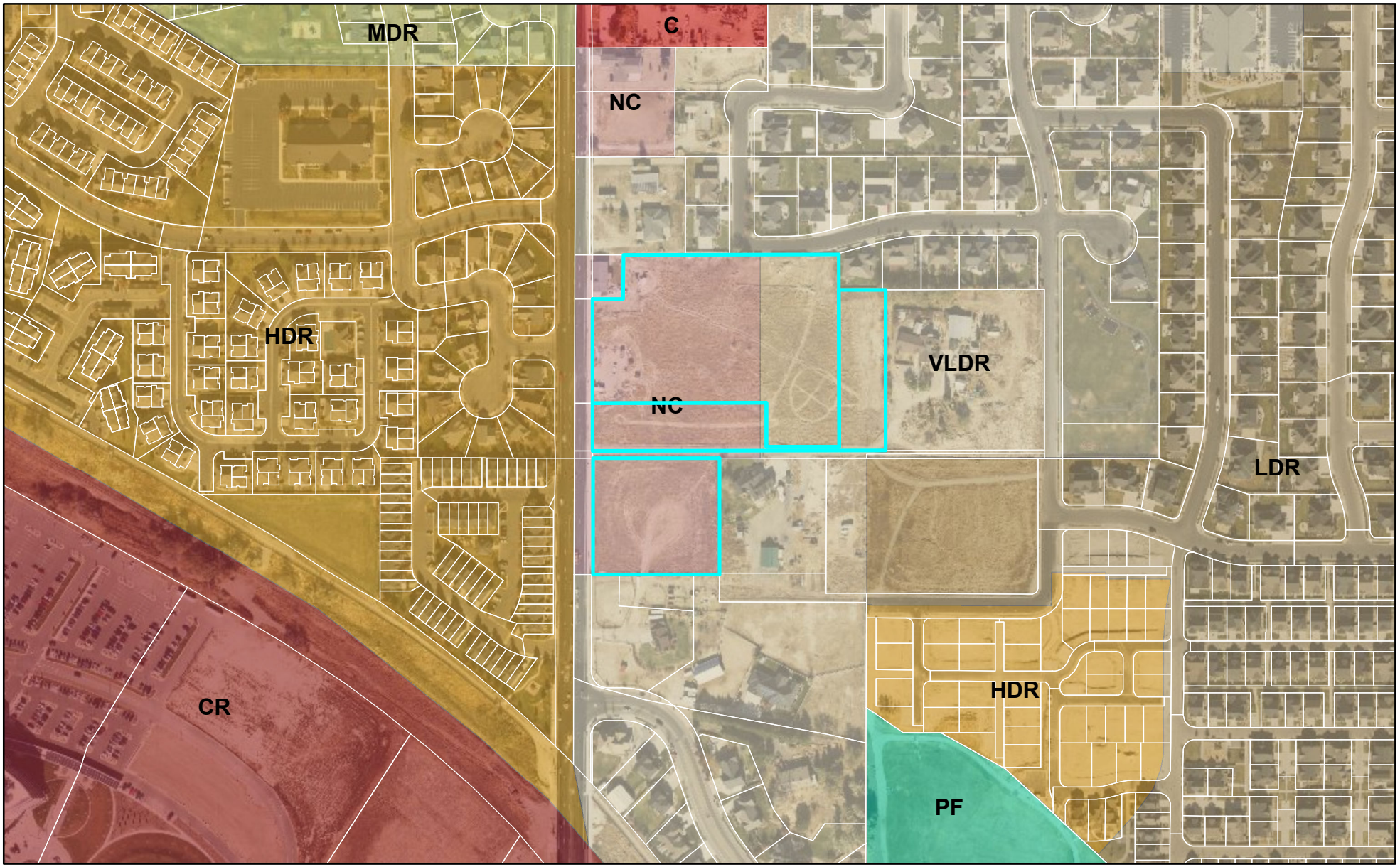


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LEHI CITY

Lehi Terrace

General Plan

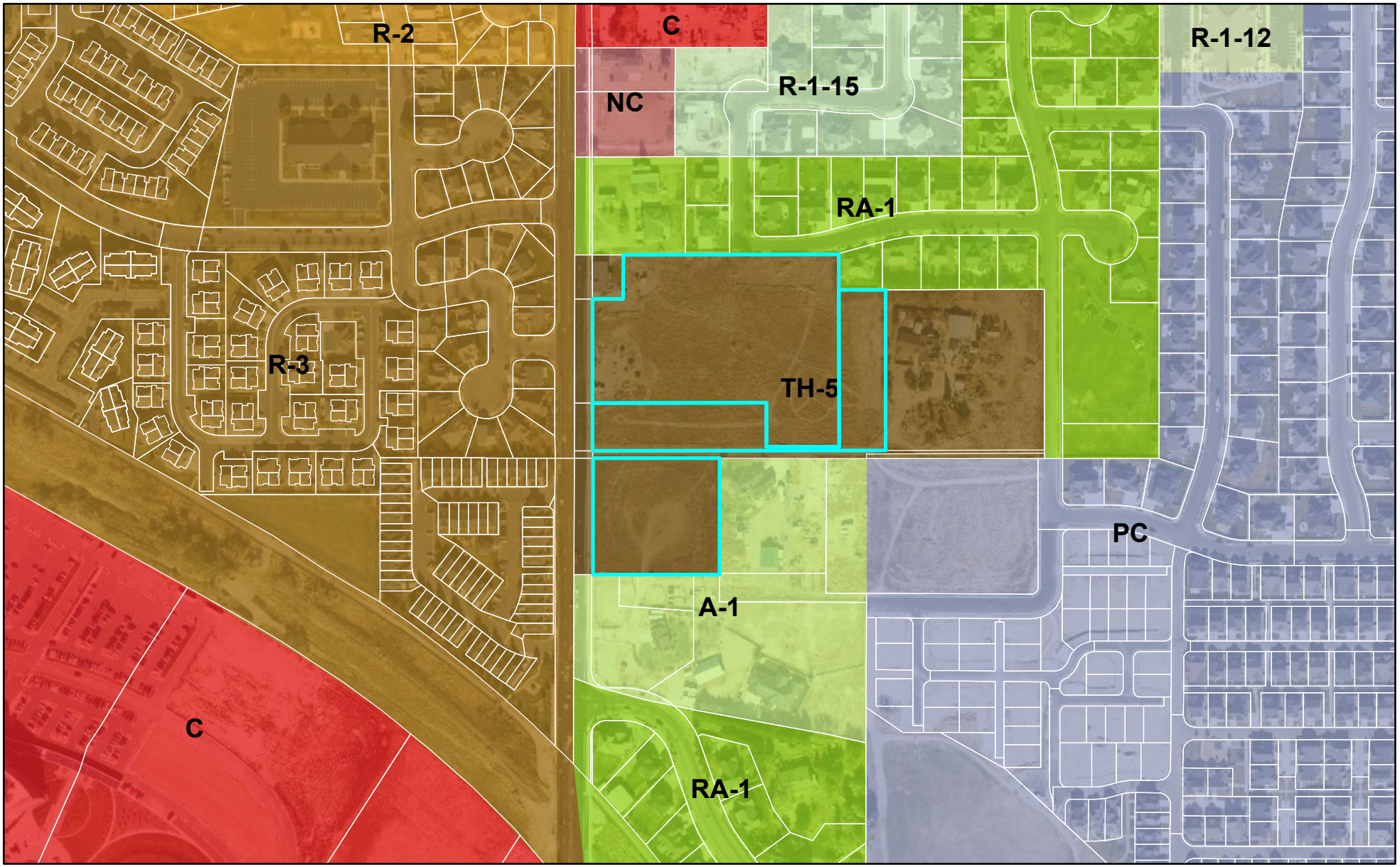


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LEHI CITY

Lehi Terrace

Zoning



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