



Lehi City Council Meeting Agenda July 23, 2024

6:30 PM - Lehi City Council Chambers (153 N. 100 E., Lehi, Utah)

Pre-Council, 6:30 p.m.

1. Welcome and Opening Comment
2. Agenda Questions
The Mayor and City Council discuss and ask questions on items on the Regular Session agenda.
3. Administrative Report
4. 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 City Council Meeting Minutes
 - 3.2. Approve Purchase Orders
[PO Index.pdf](#)
[Custom Truck One Source PO.pdf](#)
[CTOS W9 LLC.pdf](#)
 - 3.3. Approve Surplus Items
[Fleet Department Surplus.pdf](#)

Regular Agenda

4. Consideration of Ordinance #45-2024 amending the Lehi Municipal Code, Title 6, Chapter 1 Fire Regulations, to include regulations for hyperbaric facilities and chambers.
Petitioner: Lehi City
[IFC IBC \(003\) Leagal proposal.docx](#)
5. Consideration of Resolution #2024-42 approving an agreement with Ice America for the construction of a temporary ice rink.
Petitioner: Lehi City
[Res 2024-41.docx](#)
[Agreement-Temporary Ice Rink 2024_25.docx](#)
6. Consideration of Resolution #2024-42 approving an agreement with Quicksilver Concrete for concrete removal and replacement services.
Petitioner: Lehi City
[Res 2024-42.docx](#)
[Agreement-Concrete Removal and Replacement \(Quicksilver Concrete\).docx](#)
7. Consideration of Resolution #2024-43 approving an agreement with Parkin Tennis Courts for the construction of pickleball courts at Shadow Ride Park.
Petitioner: Lehi City
[Res 2024-43.docx](#)
[Agreement-Shadow Ridge Park Pickleball Courts.docx](#)
8. Consideration of Plat Amendment approval for the Gardner Point Phase 5 Plat Amendment, relocating the PUE, located at approximately 1180 North 3960 West.
Petitioner: Edge Homes
[CC Staff Report Gardner Point Phase 5 Subdivision Plat Amendment 07.23.24.docx](#)
[Gardner Point Phase 5 Plat Amendment DRC 6.5.2024.docx](#)
[Gardner Point Phase 5 Plat Amendment 06.05.24.pdf](#)
[Aerial map.pdf](#)
[General Plan Map.pdf](#)
[Zoning map.pdf](#)
9. Consideration of Ordinance #44-2024 approval of the Thanksgiving Point Area Plan Amendment to allow automotive repair as a permitted use in the commercial zone.
Petitioner: Mike Ballard
[CC Staff Report Thanksgiving Point Area Plan Amendment 07.23.24.docx](#)
[Thanksgiving Point Area Plan Amendment - Automotive Repair DRC 7.3.2024.docx](#)
[Ord 44-2024.docx](#)
[TP Area Plan Amendment - Narrative.pdf](#)
[TP Area Plan Amendment - Auto Repair 07.03.24.pdf](#)
[Aerial map.pdf](#)
[Zoning map.pdf](#)
[General plan map.pdf](#)

10. Public Hearing to receive input respective to the LBR study, report, and recommendation for the Creation of a New School District.

Petitioner: Lehi City

[New-Central-School-District-Findings-6.18.2024.pdf](#)

[New-Central-School-District-Feasibility-Study-6.18.2024-Work-Session.pptx.pdf](#)

11. Adjournment

- Public is invited to attend all City Council Meetings
- In compliance with the Americans with Disabilities Act, persons in need of special accommodations should contact the City Recorder at 385-201-2269
- This agenda has been properly posted and a copy provided to the local news media.

City Council Agenda Item Report

Meeting Date: July 23, 2024

Submitted By: Teisha Wilson

Submitting Department:

Item Type: Action Item

Agenda Section: Consent Agenda

Subject:

Approve City Council Meeting Minutes

Suggested Action:

Attachments:

City Council Agenda Item Report

Meeting Date: July 23, 2024

Submitted By: Teisha Wilson

Submitting Department:

Item Type: Action Item

Agenda Section: Consent Agenda

Subject:

Approve Purchase Orders

Suggested Action:

Attachments:

[PO Index.pdf](#)

[Custom Truck One Source PO.pdf](#)

[CTOS W9 LLC.pdf](#)



LEHI CITY
CITY COUNCIL AGENDA
July 23, 2024

Consent Agenda: Approval of Purchase Orders

INFORMATION:

Company	Description	P O Amount	Budget Balance (before PO)
Custom Truck One Source	Ford F550	\$187,500.00	\$1,500,000.00

Lehi City Purchase Requisition Request

Supplier

Name

Custom Truck One Source

Vendor#

Street

7701 E 24 Highway

Date

7/16/2024

City

Kansas City

State

MO

Zip

64125

Phone

888-684-8146

Dean Lundell

Power Department

64-40-54

Jeremy Estes

Requesting Department

Dept. Account No.

Department Head Signature

[illegible]

Terex LTM40

Ford F550

Item Number(s): 100_04287



(888) 684-8146 | www.customtruck.com

Chassis Specifications		Bucket Specifications		Body Specifications	
Chassis Make/Model	Ford F550	Bucket Make/Model	Terex LTM40	Body Type	Line Body
Axle Configuration	4x4	Working Height	44' 5"	Body Length	132"
Cab Type	Regular	Side Reach	30' 7"	Body Material	Steel
Engine Make/Model	Ford 6.7L V-8 Power Stroke Diesel	Rotation	Continuous Unrestricted	Body Features	Adjustable Shelves and/or Material Hooks in Compartments
Fuel Type	Diesel	Hydraulic Oil Reservoir	20 gal		
Engine Horsepower	330 hp	Jib	Hydraulic Extendable		
Transmission Make/Model	Ford 10 Speed Automatic	Winch	Hydraulic		
Engine Block Heater	Included	ANSI Standards	Meets or Exceeds ANSI/SIA A92.2-2015		
Engine Brake	Not Applicable	Boom Specifications		Wheel Chock Storage	(2) Chock Holders Passenger Side Included
Brakes	Hydraulic	Upper Boom Material	Steel and Fiberglass	Outrigger Storage	Hotstick Storage
Air Dryer	Not Applicable	Lower Boom Material	Steel and Fiberglass	Hotstick Storage	Rear Access Door for Hotstick Shelf
Fuel Tank Capacity	40 gal	Upper Boom Articulation	-20 deg to +80 deg	Anti-Skid	Compartment Tops, Bed Space, Tail Shelf
DEF Tank Capacity	Small	Lower Boom Articulation	-5 deg to 90 deg	Level Indicators	Included
		Lower Boom Articulation	-5 deg to 90 deg	Body Access	Curb Side Body Access
		Boom Insulation Rating	46 KV	Body Color	White
Axles and Suspension					

\$187,500.00

\$2,860.69/mo

Custom Truck Capital sample 60 month lease payment subject to approval

If applicable FET is included in price
Ex Works: Kansas City, MO
Expiration: 09/30/2024

Disclaimer: Specifications are believed to be correct, but may contain errors and/or omissions. Pictures are representative and may not be identical. Price is subject to change without notice and is not guaranteed due to fluctuation in material or component prices, including manufacturer's surcharges.

Last Modified By: ND
Last Modified: 06/25/2024

Request for Taxpayer Identification Number and Certification

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the
requester. Do not
send to the IRS.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Custom Truck One Source, L.P.	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor or single-member LLC ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. ☐ Other (see instructions) ► _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
5 Address (number, street, and apt. or suite no.) See instructions. 7701 E. 24 Highway	Requester's name and address (optional)
6 City, state, and ZIP code Kansas City, MO 64125	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
			-			-			
or									
Employer identification number									
4	7	-	2	8	1	4	3	3	6

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ► <i>Mary Ann Panijan</i>	Date ► 25-JAN-2022
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

City Council Agenda Item Report

Meeting Date: July 23, 2024

Submitted By: Teisha Wilson

Submitting Department:

Item Type: Action Item

Agenda Section: Consent Agenda

Subject:

Approve Surplus Items

Suggested Action:

Attachments:

[Fleet Department Surplus.pdf](#)

Fleet Department Surplus
July 23, 2024

P-121-3	1649	2014	Ford	Explorer	
P-122-3	1649	2014	Ford	Explorer (Red)	
P-114-3		2013	Dodge	Charger	
P-120-3	1348	2014	Dodge	Charger	
P-124-3	1348	2014	Dodge	Charger	
P-141-3	1648	2016	Ford	Interceptor Utility (K9)	
P-135-3		2015	Dodge	Charger	
P-155-3	1348	2016	Dodge	Charger AWD	
PA-23-2	1527	2012	Ford	F150	
E-46-2	1614	2018	Ford	Escape	
E-25-4	6743	2007	International	4300 SBA 4X2 (Bucket)	
E-26-4	6743	2006	International	DT466/4400 (Bucket)	
E-2-2	5743	2002	Ford	F-550	
PA-114			Hustler	Mower	
C-99		2011	Hustler	Z - Mower	
PW-5-2		2012	Ford	F150	
E-91		1989	Hyster	Forklift	
P-123-3		2014	Dodge	Charger	

City Council Agenda Item Report

Meeting Date: July 23, 2024

Submitted By: Teisha Wilson

Submitting Department:

Item Type: Ordinance

Agenda Section: Regular Agenda

Subject:

Consideration of Ordinance #45-2024 amending the Lehi Municipal Code, Title 6, Chapter 1 Fire Regulations, to include regulations for hyperbaric facilities and chambers.

Suggested Action:

Attachments:

[IFC IBC \(003\) Leagal proposal.docx](#)

Hyperbaric Facilities

6-1-X

- A. All Hyperbaric facilities within the City shall meet the requirements contained in Chapter 14 of NFPA 99, section 609 of the International Fire Code and section 425 of the International Building Code.
- B. Mild Hyperbaric Chambers (Chamber) may be exempt from 6-1-XX (A), and may be permitted in the City only if they have obtained a valid Mild Hyperbaric Therapy Permit, and can meet all of the following:
 - a. The Chamber is a soft-shell chamber.
 - b. An onsite individual is designated as the Hyperbaric Safety Coordinator.
 - c. Anyone operating the Chamber has completed the minimum training requirements.
 - d. There is an Emergency Management Plan in place
 - e. There are safeguards to ensure continuous supervision while the Chamber is in use.
 - f. Maintain, and have available for Fire Marshall or his designee, records of all scheduled and unscheduled Maintenance.
 - g. Maintain, and have available for Fire Marshall or his designee's, records of all uses and duration of each use of Chamber.
 - h. Provide proof of pressure relief valves with normal working pressure not to exceed 1.4 bar or 20.3 PSI.
 - i. Provide proof the Oxygen concentrations do not exceed 23.5% or drop below 20%.
 - j. Provide proof of a functioning visual or audible communication method within the interior of the Chamber.
 - k. The life span of any Chamber shall not exceed 15 years or 25,000 hours.
- C. All permits obtained under this chapter shall be reviewed and renewed annually by the Fire Marshall or his designee.
- D. Any person who violates any of the provisions of this chapter, or fails to comply therewith, or who violates or fails to comply with any order made thereunder, shall severally for each and every such violation and noncompliance respectively, be guilty of a class B misdemeanor.

City Council Agenda Item Report

Meeting Date: July 23, 2024

Submitted By: Teisha Wilson

Submitting Department:

Item Type: Resolution

Agenda Section: Regular Agenda

Subject:

Consideration of Resolution #2024-42 approving an agreement with Ice America for the construction of a temporary ice rink.

Suggested Action:

Attachments:

[Res 2024-41.docx](#)

[Agreement-Temporary Ice Rink 2024_25.docx](#)



RESOLUTION NO. 2024-41

A RESOLUTION OF THE LEHI CITY COUNCIL APPROVING
AN AGREEMENT WITH ICE AMERICA FOR THE
CONSTRUCTION OF A TEMPORARY ICE RINK

WHEREAS, City desires to contract for the construction of a temporary ice rink; and

WHEREAS, the City selected Ice America as the lowest responsive and responsible bidder;
and

WHEREAS, on July 23, 2024, the Lehi City Council held a duly-noticed public meeting to ascertain the facts regarding this matter, which facts and comments are found in the meeting record; and,

WHEREAS, after considering the facts and comments presented to the City Council, the Council finds: (i) that it should approve an Agreement for the construction of a temporary ice rink with Ice America; 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 Ice America 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 23rd day of July, 2024.

LEHI CITY

ATTEST

Mark Johnson, Mayor

Teisha Wilson, City Recorder

EXHIBIT “A”

AGREEMENT FOR TEMPORARY ICE RINK

THIS AGREEMENT FOR THE TEMPORARY ICE RINK ("Agreement") is made and entered into and effective as of the date the last party signs below ("Effective Date") by and between Lehi City, 153 North 100 East, Lehi, Utah 84043 ("City") and Ice-America, whose principal place of business is located at 807 Sprucelake Drive, Harbor City, CA 90710 ("Contractor").

WHEREAS, City desires to contract for the design, manufacture, and installation of an ice rink and relevant equipment for Lehi City residents to use for a two-month duration from November 9, 2024 to January 11, 2025 (the "Work"); and

WHEREAS, City previously contracted with Contractor in Response to RFP 2023-13 after City determined Contractor to be the lowest responsive and most responsible proposal/bid, and the City desires to contract with Contractor to perform similar Work for a subsequent 2024 ice rink season;

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

1. Scope of Work. City hereby hires Contractor and Contractor agrees to be bound to the City to perform the Work as described in RFP 2023-13 and Contractor's Response to RFP 2023-13 dated May 31, 2023, with the revisions as listed in Exhibit A, and referred to as the "Contract Documents" and by this reference are incorporated herein and made a part of this Agreement.

2. Term. The Work shall commence on the Effective Date and shall be completed no later than February 2, 2025.

3. Payment. City shall pay a total Payment of \$330,811. Half of the payment plus the amount of Contractor's first invoice will be made within ten (10) days of the receipt of Contractor's first invoice. Subsequent payments up to the total Payment amount will be made within 10 days of the City's receipt of Contractor's invoice for the Work. All payments to be made only by either check to: Ice-America, 807 Sprucelake Drive, Harbor City, CA 90710; or by ACH or wire transfer to: Seaside Ice, LLC dba Ice-America, Bank of America, Routing #121000358, Account #325035930244, SWIFT BOFAUS3N.

4. Changes in Performance. All changes in performance of this Agreement shall be described in detail on a change order request form, provided by the City, and which must be authorized in writing by an authorized representative of the City prior to commencing any proposed changes in performance. Contractor shall not be entitled to any additional consideration for changes in performance which were not authorized as contemplated by this section, nor for the correction of any mistakes attributable in any way to Contractor, or its

employees, agents, subcontractors, independent contractors, and the like.

5. Withholding Payment for Defective Performance. The City may withhold or, on account of subsequently discovered evidence, nullify the whole or part of any of the Payment to the extent that the City reasonably determines such withholding is necessary to protect itself from loss or liability on the account of defective or incomplete performance by Contractor, including but not limited to defective goods or services not remedied, or any other failure to comply with the terms and conditions of this Agreement.

6. Termination. The City may terminate this Agreement at any time if, in the sole and reasonable discretion of the City, 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 fails to perform its duties and obligations required by this Agreement, 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 and reasonable satisfaction of the City, this Agreement shall continue. However, in the event Contractor fails to adequately cure any such deficiency, this Agreement shall terminate.

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

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

If City terminates this Agreement without cause, Contractor shall be paid \$75,000 for the reasonable value of the Work that Contractor has completed or performed prior to the date of termination.

7. Taxes.

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

8. Indemnification and Insurance.

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

The City agrees to indemnify and hold Ice-America harmless from all liability resulting from the use of Ice-America's equipment, excluding the providing of defective equipment, by City or its affiliates or any other matters under this Agreement. The parties warrant they have full authority to enter into an agreement of this nature and be bound by terms hereof. Nothing in this Agreement shall be construed to constitute City as the employee or agent of Ice-America nor shall either party have any authority to bind the other in any respect, it being intended that each shall remain an independent entity responsible only for its own actions. City will promptly deliver to Ice-America any notices or papers served upon it in any proceeding covered by this indemnity, and Ice-America reserves the right to defend same at its expense.

8.2 Contractor, at its own expense, shall provide: Workers' Compensation Insurance: Statutory workers' compensation insurance (Part A). Such insurance shall also include employer's liability (Part B) insurance in a limit of not less than \$1,000,000

for each: accident, disease and employee. No owner or officer, other than Scott Williams may be excluded. Rights of subrogation against the city shall be waived.

8.3 Contractor, at its own expense, shall maintain General Liability Insurance: Commercial General Liability insurance written on an occurrence basis, arising out of claims for bodily injury (including death), property damage, products liability, completed operations liability, personal injury, advertising injury, damage to premises rented to you, with not less than \$2,000,000 per occurrence and \$3,000,000 aggregate, with the contractor naming the City as Additional Insured for ongoing and completed operations, on a primary and non-contributory basis, with rights of subrogation against the city waived.

8.4 Contractor, at its own expense, shall maintain automobile 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. 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.

8.5 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.

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

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

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

9.3 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. Use Location. The City agrees that the Equipment will only be used at the designated location, with its address at 2000 West 700 South, Lehi, UT 84043. Using the equipment at any other location is prohibited without express written approval from Ice-America.

11. Equipment Security. The City will store the Equipment in a secure method during the provided period. Producer agrees to monitor the Equipment when not in use (i.e., overnight) in a secure, locked location in order to avoid unauthorized access to and use of the Equipment.

12. Insurance. The City hereby agrees that he shall obtain insurance (Property Insurance for Replacement Value, Workers Compensation, Personal Injury and General Liability, and any and all other insurance as required by local, state and federal jurisdictions) and fully indemnify Ice-America for any and all injury or loss to any persons who may use or come in contact with the Equipment except that which shall be determined to be caused by a fault or defect of the Equipment. Proof of insurance including waiver of subrogation with primary wording and non-contributory wording must be forwarded to Ice-America prior to delivery and installation of the Equipment.

13. Operation Protocol. The City agrees:

13.1.1. to direct users to skate safely at all times;

13.1.2. that the Producer will only allow those wearing ice skates on the ice (except employees when required for ice maintenance);

13.1.3 that skaters will not be allowed on the ice during resurfacing or any time the ice is not in a safe condition as determined by a reasonable person;

13.1.4. that there will be no more than one person sitting on the skating aids at any time;

14. City Responsibilities. The City will provide Ice-America with the following:

14.1.1. Dedicate the necessary meeting time to Ice-America in order to facilitate the accomplishment of assigned task and to provide necessary prioritization of those tasks;

14.1.2. Promptly review Ice-America's reports, invoices and expenses and provide feedback and/or timely approvals where appropriate to facilitate payment in accordance with the terms outlined in this agreement.

14.1.3. Provide the required items and services listed in Exhibit A, and at Producer's sole discretion the optional items and services listed in Exhibit A.

15. Other City Expenses. The City will be responsible for any expenses not included in Ice-America's equipment and services responsibilities as listed in Exhibit A. These expenses include, but are not limited to the items listed in Exhibit A.

16. Return of Equipment to Ice-America. Ice-America supervisors will return at the end of the season to supervise the dismantling and packing for shipping of the ice rink equipment according to the schedule in Exhibit A, subject to change with approval from both parties. The City hereby agrees to provide all labor for dismantling and return of said Equipment to the Ice-America trucks arriving at the Event location at the end of each seasonal period.

17. Maintenance of Equipment. The City agrees to assist Ice-America staff in performing the following normal daily and weekly maintenance to the Equipment:

18.1.1. Equipment Cleanliness – the equipment should be cleaned and washed regularly.

18.1.2. Check for rubber hose leaks and perform any required minor hose/clamp repairs with supplied repair kit.

18.1.3. Maintain recommended glycol temperatures, glycol mixture percentage, and ice thickness.

18.1.4. Ensure that no contaminants are added to glycol to protect system from corrosion.

18.1.5. Check chiller pump pressure and ensure it stays within recommended limits of 15-20psi.

18.1.6. Repair ice cracks immediately and follow resurfacer manual maintenance schedule.

18.1.7. All other necessary maintenance will be the responsibility of Ice-America and/or their Authorized Dealers.

18. Decals, Advertising, Graphics. The City may apply decals, advertising and or graphics to the Equipment (such as sponsor advertising) as long as it is removed before the Equipment is returned to Ice-America. The Producer is responsible for damage to the paint from the labels and/or wraps and/or decals and must pay for repairs.

19. Damage. The City is responsible for paying for Equipment damage not considered due to "normal use." "Normal Use" is defined as skaters pushing the aid across the ice alone, skaters pushing the Bobby aid across the ice with another skater sitting on the aid, and any noted unreturned retnail ice skates will result in a charge of \$75.00 per incomplete pair.

19.1.1. For the Ice Floor Elements, any dents to the aluminum headers or tubes is not part of normal use. Any such damage will result in a charge of \$21.50 per damaged tube and \$595.00 per damaged header.

19.1.2. Corrosion to the aluminum tubes due to an impure glycol mixture is not considered part of normal use. Damage from the Resurfacer running into or pushing against dasher boards or hockey pucks cracking the plastic is not considered part of normal use. Any such damage will result in a charge of \$356.00 per damaged dasher board or \$542.00 per damaged dasher board door.

19.1.3. Resurfacer repairs for noted damage not due to reasonable wear and tear will be billed at cost of parts plus labor only.

19.1.4. For the Bobby and Tommy Skating Aids, cracks, dents, or broken plastic from purposefully ramming the aid into the boards, other aids, or other skaters and collisions at speeds of over 10mph are not normal use. Any such damage noted will result in a charge of \$425 per unit damaged.

19.1.5 Dasher Boarding repairs noted for damage not due to reasonable wear and tear will be billed at cost of parts plus labor only.

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

Notwithstanding the above, Contractor agrees that, except as directed by the City, Contractor shall not at any time during or after the term of this Agreement disclose to any person or entity any information or document provided by the City which the City has designated as “confidential” or “private.” Upon the conclusion or termination of this Agreement, Contractor shall turn over to the City all documents, papers, and other matter, including copies thereof, which are in Contractor’s possession or control, and which are designated “confidential” or “private.” Contractor further agrees to bind its employees and any sub-contractors to the terms and conditions of this Section 11.

21. 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.

22. Notice.

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

To the City:

To Contractor:

Lehi City Corporation
Attn: Steve Marchbanks
153 North 100 East
Lehi, Utah 84043

Ice-America
Attn: Scott Williams
807 Sprucelake Drive
Harbor City, CA 90710

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

23. 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.

24. 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.

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

26. 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.

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

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

29. 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.

30. 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.

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

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

Dated the ____ day of _____, 2024.

Ice-America

By:
Its:

STATE OF UTAH)
 : ss.
COUNTY OF UTAH)

On this ____ day of _____, 2024, 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 Ice-America and that said document was signed by him/her in behalf of said Ice-America by Authority of its Articles of Organization, Operating Agreement, or Resolution of its Members/Managers and said _____ acknowledged to me that said Company executed the same.

Witness my hand and official seal.

(notary signature)

Dated the ____ day of _____, 2024.

Lehi City Corporation

Mayor Mark Johnson

Attest:

Teisha, Wilson, City Recorder

EXHIBIT A – Contract Documents



807 Sprucelake Drive
Harbor City, CA 90710
323-776-9423

Production Price List
Holiday Rink 2024.2

PRICE LIST / PRODUCTION BUDGET

Project No:	Seasonal Rink Production Price List 2024.2	Prepared By:	SWW	CATEGORY SUMMARY
Title:	Lehi Seasonal Outdoor Ice Skating Rink	Date:	1/31	Product: Ice Rink Production
Production Dates:	TBD -	Revised:	7/11	Purpose: recreational ice rink installation
Location:	Sports Park, 2000 W 700 S, Lehi, UT	Actual:		
Open Dates:	Nov 9 (7 for soft opening), 2024 through January 11, 2025			

PRODUCTION DESCRIPTION: Production of portable ice rink & ancillary equipment, shipping & transportation, installation, training, operations consulting
Optional benches

ASSUMPTIONS: Budget is based on ice surface size: 100' x 82' (30 x 25m elements)

Not included in this budget: tax, permits, electricity, water, toilets, trash, on-site storage, lighting, audio, heated tents, hose ramps/truss level subfloor, heated office trailer, standard 5K forklift, crane for chiller(s) if required, local labor for install & rink operations staffing

EXPENSES:

		Unit Price	No.	Term	Total Price	
1	Portable Ice Rink				\$ 100,502	
	Portable Ice Rink	\$ 0.85	8250	7	\$ 49,088	provision of: 100'x82' ice floor = approx. 8,250sf
					\$ -	includes ICE-WORLD ice rink elements, headers, header covers
	Pump	\$ 2,052	1	1	\$ 2,052	system pump for glycol, etc.
	Glycol, Liner, Insulation	\$ 2.50	8250	1	\$ 20,625	glycol, plastic sheet, insulation
	Resurfacers	\$ 2,975	1	8	\$ 23,800	full size ice resurfacers with snow tank & auger
	Skate lace area rubber mats	\$ 3.95	1250	1	\$ 4,938	estimate for skate lace area rubber mats
2	Chiller & Boiler Rental				\$ 121,250	
	Chiller rental package	\$ 125	300	2.80	\$ 105,000	monthly rental of chiller(s), pump, tank
	Delivery, install, pickup	\$ 4,500	1	2	\$ 9,000	delivery, installation, removal, startup
	*new Forklift 20K+	\$ 1,750	1	2	\$ 3,500	20K or larger forklift for chiller placement
	*required Boiler rental package	\$ 3,750	1	1	\$ 3,750	load-out rental of 420kW boiler (500 amps)
3	Dasher Boards				\$ 24,500	
	Hockey Dasherboards	\$ 8.75	400	7	\$ 24,500	hockey dasher boarding w/ freeze in footplates
	Hockey Board Plexiglas	\$ 6.90			\$ -	NOT INCLUDED: plexiglas shielding for hockey play
	*to be determined Protective Netting				\$ -	to be determined
4	Other Ice Rink Equipment				\$ 24,199	
	Skates	\$ 4.57	300	7	\$ 9,597	Roxa skates w/buckles
	Helmets	\$ 2.95	40	7	\$ 826	helmets (s, m, l)
	Skate Rack	\$ 82	7	7	\$ 4,018	portable skate racks - collapsing with wheels
	Skate Rack Shelves	\$ 39	1	7	\$ 273	shelves for in between portable racks
	Skate Sharpener	\$ 175	1	7	\$ 1,225	portable skate sharpener
	Skate aid "Bobby" & "Tommy"	\$ 35.00	20	7	\$ 4,900	provision of skating aid "seal" and "reindeer"
	Benches	\$ 24.00	20	7	\$ 3,360	benches for skate lace area
5	Installation, Training, Transportation				\$ 54,435	
	Rink installation supervisors	\$ 3,860	2	2	\$ 15,440	Rink installation supervisors (in/out) / warehouse
	*host to provide Local labor				\$ -	labor for load-in and load-out to be provided by host
	Production fee	\$ 19,995	1	1	\$ 19,995	travel, project management, legal & admin, production for in/out/maint
	Hotel for install crew/mgr	\$ 200	2	15	\$ 6,000	hotel for supervisors (30 nights)
	Shipping & Trucking - Rink	\$ 3,250	2	2	\$ 13,000	Estimated trucking/shipping ice rink equipment (subject to change)
6	Site Build-Out				\$ -	
	Ticket Office, Tents, Fencing				\$ -	NOT INCLUDED: provided by host or can be added
	Leveling Options					
	Platform				\$ -	NOT INCLUDED: rental of specialized ice rink low scaffolding platform
	Installation				\$ -	NOT INCLUDED: platform installation supervisors & labor
	Skate lace area ramps & finish				\$ -	NOT INCLUDED: carpentry to finish outside of rink/deck & carpet
	Shipping & Trucking - Platform				\$ -	NOT INCLUDED: trucking/shipping platform
	Lighting Package				\$ -	NOT INCLUDED: available upon request
	Audio Package				\$ -	NOT INCLUDED: available upon request
7	Operations & Training				\$ 5,925	
	Setup/Training/Ops Consulting	\$ 5,925	1	1	\$ 5,925	staff training, operations consulting
	General Manager fee	\$ 3,500			\$ -	NOT INCLUDED: GM weekly rate (60 hrs/wk)
	Maintenance fee	\$ 2,950			\$ -	NOT INCLUDED: Ice Tech Mgr and ice maintenance
	Management Housing	\$ 165			\$ -	not required: accommodations for GM &/or Ice Tech Mgr
	Weekly operations staffing fee				\$ -	NOT INCLUDED: variable staffing payroll reconciled bi-weekly; \$30.00/hr
	*Estimated payroll	\$ 6,900			\$ -	*variable estimated billed payroll (subject to change)
	Operations liability ins.	\$ 0.95			\$ -	NOT INCLUDED: special event ins. to operate ice rink at \$.95/skater
	Other	\$ 1,750			\$ -	NOT INCLUDED: production consumables, office supplies, POS, etc.
	BASIC HOLIDAY ICE RINK PRODUCTION				\$ 324,886	includes items listed in 1-5 totals above only
	BASIC HOLIDAY ICE RINK PRODUCTION W/SITE BUILD-OUT				\$ 324,886	includes items listed in 1-6 totals above only
	HOLIDAY ICE RINK PRODUCTION W/SELECTED TRAINING				\$ 330,811	includes items listed in 1-7 totals above only

807 Sprucelake Drive
Harbor City, CA 90710
323-776-9423



Production Price List
Holiday Rink 2024.1

OPTIONS

☐ Deposit \$ 165,406

TERMS:

Please check all requested services and include signature below.
50% deposit due to reserve. 25% due after opening & 25% due at mid-season.

Name: _____

Organization: _____

Signature: _____

Date: _____

DIRECT ALL INQUIRIES TO:

Scott Williams
tel: 310-323-776-9423
e-mail: swilliams@ice-america.com

MAKE ALL CHECKS PAYABLE TO:

Seaside Ice, LLC - dba Ice-America
Attn: Scott Williams
807 Sprucelake Drive
Harbor City, CA 90710

We also accept Visa, Mastercard for an additional fee

Legal: Estimate is subject to change. Lessee is responsible for any applicable state & local taxes that may be due.

City Council Agenda Item Report

Meeting Date: July 23, 2024

Submitted By: Teisha Wilson

Submitting Department:

Item Type: Resolution

Agenda Section: Regular Agenda

Subject:

Consideration of Resolution #2024-42 approving an agreement with Quicksilver Concrete for concrete removal and replacement services.

Suggested Action:

Attachments:

[Res 2024-42.docx](#)

[Agreement-Concrete Removal and Replacement \(Quicksilver Concrete\).docx](#)



RESOLUTION NO. 2024-42

A RESOLUTION OF THE LEHI CITY COUNCIL APPROVING
AN AGREEMENT WITH QUICKSILVER CONCRETE INC. FOR
CONCRETE REMOVAL AND REPLACEMENT SERVICES

WHEREAS, City desires to contract for the removal and replacement of concrete throughout the city; and

WHEREAS, the City selected Quicksilver Concrete Inc. as the lowest responsive and responsible bidder; and

WHEREAS, on July 23, 2024, the Lehi City Council held a duly-noticed public meeting to ascertain the facts regarding this matter, which facts and comments are found in the meeting record; and,

WHEREAS, after considering the facts and comments presented to the City Council, the Council finds: (i) that it should approve an Agreement for the removal and replacement of concrete with Quicksilver Concrete 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 Quicksilver Concrete 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 23rd day of July, 2024.

LEHI CITY

ATTEST

Mark Johnson, Mayor

Teisha Wilson, City Recorder

EXHIBIT “A”

AGREEMENT FOR CONCRETE REMOVAL AND REPLACEMENT SERVICES

THIS AGREEMENT FOR CONCRETE REMOVAL AND REPLACEMENT SERVICES SERVICES (“Agreement”) is made and entered into and effective as of the date the last party signs below (“Effective Date”) by and between Lehi City, 153 North 100 East, Lehi, Utah 84043 (“City”) and Quicksilver Concrete, Inc. a corporation authorized to conduct business in Utah, whose principal place of business is located at 548 South 600 East, Lehi, Utah 84043 (“Contractor”).

WHEREAS, City desires to contract for the removal and replacement of concrete (the “Work”); and

WHEREAS, City issued RFP #2024-08 and Contractor submitted a response to RFP #2024-08 (“Contractor’s Response”) which City determined to be the lowest responsive and most responsible proposal and the City desires to contract with Contractor to perform the Work;

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

1. Scope of Work. City hereby hires Contractor and Contractor agrees to be bound to the City to perform the Work as described in RFP #2024-08 and Contractor’s Response both attached hereto as Exhibit A, and referred to as the “Contract Documents” and by this reference are incorporated herein and made a part of this Agreement.

1.1 Contractor shall perform services in conformance with the schedule established by the City. Contractor will keep City apprised of the status of the Work as reasonably requested by the City. Should Contractor fall behind on the established schedule, it shall employ such resources so as to comply with the schedule.

1.2 In its discretion, City may cancel or postpone any scheduled service by giving the contractor at least two (2) business days’ notice. City will not be charged for such cancellations.

2. Term. The initial term shall commence on the Effective Date and shall run for two years from the Effective Date. Upon the completion of the initial term, the parties may mutually agree to extend the contract no more than two additional one-year terms.

3. Payment. Contractor shall only perform the Work as directed by the City in writing and City shall pay Contractor (“Payment”) as Contractor shall invoice City for Work completed, inspected, and accepted by City. City shall pay Contractor’s invoices within 30 days of receipt.

4. Changes in Performance. All changes in performance of this Agreement shall

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

5. **Withholding Payment for Defective Performance.** The City may withhold or, on account of subsequently discovered evidence, nullify the whole or part of any of the Payment to the extent that the City reasonably determines such withholding is necessary to protect itself from loss or liability on the account of defective or incomplete performance by Contractor, including but not limited to defective goods or services not remedied, or any other failure to comply with the terms and conditions of this Agreement.

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

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

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

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

subject to renegotiation at the request of either party hereto.

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

7. Taxes.

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

8. Indemnification and Insurance.

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

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

8.3 Contractor, at its own expense, shall maintain General Liability Insurance: Commercial General Liability insurance written on an occurrence basis, arising out of claims for bodily injury (including death), property damage, products liability, completed operations liability, personal injury, advertising injury, damage to premises rented to you, with not less than \$3,000,000 per occurrence and \$3,000,000 aggregate, with the contractor naming the City as Additional Insured for ongoing and completed operations, on a primary and non-contributory basis, with rights of subrogation against the city waived.

8.4 Contractor, at its own expense, shall maintain commercial automobile liability insurance with combined single limits of at least \$1,000,000. 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 commercial automobile liability insurance in amounts satisfying applicable Utah law.

8.5 [intentionally left blank]

8.6 Before commencing the Work, and at any time thereafter upon written request by the City, Contractor shall furnish the City with a copy of certificates of insurance as evidence that policies providing the coverage required by this Agreement are in effect. The City reserves the right to require complete, certified copies of all required insurance policies, with all endorsements, at any time.

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

9. Performance and Warranty Bonds or Letters of Credit.

9.1 Prior to commencing work on the Scope of Service, Contractor must provide the City with a performance bond and a payment bond in the amount of the Payment. The completed performance bond and payment bond are attached hereto as

Exhibit B. In the event that Contractor fails to provide a performance bond and a payment bond within 10 days of the Effective Date, this Agreement shall be void.

9.2 The purpose of the performance bond and payment bond are to guarantee the proper completion by Contractor of the Work as contemplated by this Agreement and proper payment to subcontractors; if any.

9.3 The performance bond and payment bond shall remain valid until the City approves of and accepts the Work, as set forth in Section 9.6.

9.4 Prior to the City's approval and acceptance of the Work, Contractor must provide the City with a warranty bond/warranty letter of credit in the amount of 10% of the Payment. The completed warranty bond/warranty letter of credit is attached as Exhibit C.

9.4.1 The purposes of the warranty bond/letter of credit is to guarantee that the Work:

(A) complies with this Agreement; and

(B) will not fail in any material respect as a result of poor workmanship or materials within the Warranty Period.

9.5 The warranty bond/warranty letter of credit shall remain valid for the entire Warranty Period.

9.6 Approval and acceptance of the Work shall be deemed to have occurred when each of the following events have been satisfied:

(A) Contractor provides written notice to the City that Contractor considers the Work to be complete.

(B) The City provides written approval and acceptance of the Work, or fails to provide a written response to Contractor, within thirty (30) days after receiving the notification contemplated by Section 9.6(A), indicating the additional work which the City considers incomplete pursuant to this Agreement.

10. Representations and Warranties.

10.1 Each party represents that:

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

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

10.2 Contractor represents and warrants that:

10.2.1. Contractor has sufficiently and reasonably researched the requirements of this Agreement, understands the same, and is able to competently perform each of its duties and obligations required hereunder.

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

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

10.3 Contractor's licensure or authority to transact business issued by the Utah Division of Corporations and Commercial Code and the Utah Division of Occupational and Professional Licensing, as well as any other required licensure,

is currently active, and shall remain active throughout the performance of this Agreement.

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

Notwithstanding the above, Contractor agrees that, except as directed by the City, Contractor shall not at any time during or after the term of this Agreement disclose to any person or entity any information or document provided by the City which the City has designated as “confidential” or “private.” Upon the conclusion or termination of this Agreement, Contractor shall turn over to the City all documents, papers, and other matter, including copies thereof, which are in Contractor’s possession or control, and which are designated “confidential” or “private.” Contractor further agrees to bind its employees and any sub-contractors to the terms and conditions of this Section 11.

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

13. Notice.

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

To the City:

Lehi City Corporation
Attn: Steve Marchbanks
153 N 100 E
Lehi, Utah 84043

To Contractor:

Quicksilver Concrete, Inc.
Attn: Grady Allred
548 S 600 E
Lehi, Utah 84043

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

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

15. Non-Waiver. No failure to exercise and no delay in exercising any right, remedy, or power under this Agreement shall operate as a waiver thereof, nor shall any single

or partial exercise of any right, remedy, or power under this Agreement preclude any other or further exercise thereof, or the exercise of any other right, remedy or power provided herein or by law or in equity.

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

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

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

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

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

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

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

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

Dated the ____ day of _____, 2024.

Quicksilver Concrete, Inc.

By:
Its:

STATE OF UTAH)
 : ss.
COUNTY OF UTAH)

On this ____ day of _____, 2024, 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 Quicksilver Concrete, Inc. and that said document was signed by him/her in behalf of said Corporation by Authority of its Articles of Incorporation, Bylaws, or Resolution of its Board of Directors and said _____ acknowledged to me that said Corporation executed the same.

Witness my hand and official seal.

(notary signature)

Dated the ____ day of _____, 2024.

Lehi City Corporation

Mayor Mark Johnson

Attest:

Teisha, Wilson, City Recorder

EXHIBIT A – Contract Documents

EXHIBIT B – Performance Bond and Payment Bond

EXHIBIT C – Warranty Bond

City Council Agenda Item Report

Meeting Date: July 23, 2024

Submitted By: Teisha Wilson

Submitting Department:

Item Type: Resolution

Agenda Section: Regular Agenda

Subject:

Consideration of Resolution #2024-43 approving an agreement with Parkin Tennis Courts for the construction of pickleball courts at Shadow Ride Park.

Suggested Action:

Attachments:

[Res 2024-43.docx](#)

[Agreement-Shadow Ridge Park Pickleball Courts.docx](#)



RESOLUTION NO. 2024-43

A RESOLUTION OF THE LEHI CITY COUNCIL APPROVING
AN AGREEMENT WITH PARKIN TENNIS COURTS FOR
THE CONSTRUCTION OF PICKELBALL COURTS AT SHADOW RIDGE PARK

WHEREAS, City desires to contract for the construction of pickleball courts at Shadow Ridge Park; and

WHEREAS, the City selected Parkin Tennis Courts as the lowest responsive and responsible bidder; and

WHEREAS, on July 23, 2024, the Lehi City Council held a duly-noticed public meeting to ascertain the facts regarding this matter, which facts and comments are found in the meeting record; and,

WHEREAS, after considering the facts and comments presented to the City Council, the Council finds: (i) that it should approve an Agreement for the construction of pickleball courts at Shadow Ridge Park with Parkin Tennis Courts; 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 Parkin Tennis Courts 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 23rd day of July, 2024.

LEHI CITY

ATTEST

Mark Johnson, Mayor

Teisha Wilson, City Recorder

EXHIBIT “A”

AGREEMENT FOR SHADOW RIDGE PARK PICKLEBALL CONSTRUCTION SERVICES

THIS AGREEMENT FOR SHADOW RIDGE PARK PICKLEBALL CONSTRUCTION SERVICES ("Agreement") is made and entered into and effective as of the date the last party signs below ("Effective Date") by and between Lehi City, 153 North 100 East, Lehi, Utah 84043 ("City") and Parkin Tennis Courts, Inc. whose principal place of business is located at 3208 N 2200 W, Salt Lake City, Utah 84116 ("Contractor").

WHEREAS, City desires to contract for the construction of a pickleball courts at Shadow Ridge Park (the "Work"); and

WHEREAS, City issued requested bids and Contractor submitted a bid ("Contractor's Bid") which City determined to be the lowest responsive and most responsible proposal and the City desires to contract with Contractor to perform the Work;

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

1. Scope of Work. City hereby hires Contractor and Contractor agrees to be bound to the City to perform the Work as described in the City's bid solicitation and Contractor's Bid attached hereto as Exhibit A, and referred to as the "Contract Documents" and by this reference are incorporated herein and made a part of this Agreement.

2. Term. The Work shall commence on the Effective Date and shall be completed no later than October 31, 2024 ("Term"). Failure to complete the Work by the end of the Term constitutes an event of default. The actual damages to the City for the delay in completion may be difficult or impossible to determine. Therefore, in lieu of actual damages, the Contractor shall pay to the City, liquidated damages for each calendar day in completing performance of the Work past the end of the Term, in an amount of \$500 per day. The final costs for liquidated damages shall be deducted from the Payment amount identified in Section 3 below.

3. Payment. City shall pay Contractor a total contract payment ("Payment") not to exceed \$213,575. Contractor shall invoice City for Work completed, inspected, and accepted by City. City shall pay Contractor's invoices within 30 days of receipt.

4. Changes in Performance. All changes in performance of this Agreement shall be described in detail on a change order request form, provided by the City, and which must be authorized in writing by an authorized representative of the City prior to commencing any proposed changes in performance. Contractor shall not be entitled to any additional consideration for changes in performance which were not authorized as contemplated by this section, nor for the correction of any mistakes attributable in any way to Contractor, or its

employees, agents, subcontractors, independent contractors, and the like.

5. Withholding Payment for Defective Performance. The City may withhold or, on account of subsequently discovered evidence, nullify the whole or part of any of the Payment to the extent that the City reasonably determines such withholding is necessary to protect itself from loss or liability on the account of defective or incomplete performance by Contractor, including but not limited to defective goods or services not remedied, or any other failure to comply with the terms and conditions of this Agreement.

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

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

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

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

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

7. Taxes.

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

8. Indemnification and Insurance.

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

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

8.3 Contractor, at its own expense, shall maintain General Liability Insurance: Commercial General Liability insurance written on an occurrence basis, arising out of claims for bodily injury (including death), property damage, products liability, completed operations liability, personal injury, advertising injury, damage to premises rented to you, with not less than \$3,000,000 per occurrence and \$3,000,000

aggregate, with the contractor naming the City as Additional Insured for ongoing and completed operations, on a primary and non-contributory basis, with rights of subrogation against the city waived.

8.4 Contractor, at its own expense, shall maintain commercial automobile liability insurance with combined single limits of at least \$1,000,000. 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 commercial automobile liability insurance in amounts satisfying applicable Utah law.

8.5 [intentionally left blank]

8.6 Before commencing the Work, and at any time thereafter upon written request by the City, Contractor shall furnish the City with a copy of certificates of insurance as evidence that policies providing the coverage required by this Agreement are in effect. The City reserves the right to require complete, certified copies of all required insurance policies, with all endorsements, at any time.

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

9. Performance and Warranty Bonds or Letters of Credit.

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

9.2 The purpose of the performance bond and payment bond are to guarantee the proper completion by Contractor of the Work as contemplated by this Agreement and proper payment to subcontractors; if any.

9.3 The performance bond and payment bond shall remain valid until the City approves of and accepts the Work, as set forth in Section 9.6.

9.4 Prior to the City's approval and acceptance of the Work, Contractor must provide the City with a warranty bond/warranty letter of credit in the amount of 10% of the Payment. The completed warranty bond/warranty letter of credit is attached as Exhibit C.

9.4.1 The purposes of the warranty bond/letter of credit is to guarantee that the Work:

(A) complies with this Agreement; and

(B) will not fail in any material respect as a result of poor workmanship or materials within the Warranty Period.

9.5 The warranty bond/warranty letter of credit shall remain valid for the entire Warranty Period.

9.6 Approval and acceptance of the Work shall be deemed to have occurred when each of the following events have been satisfied:

(A) Contractor provides written notice to the City that Contractor considers the Work to be complete.

(B) The City provides written approval and acceptance of the Work, or fails to provide a written response to Contractor, within thirty (30) days after receiving the notification contemplated by Section 9.6(A), indicating the additional work which the City considers incomplete pursuant to this Agreement.

10. Representations and Warranties.

10.1 Each party represents that:

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

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

10.2 Contractor represents and warrants that:

- 10.2.1. Contractor has sufficiently and reasonably researched the requirements of this Agreement, understands the same, and is able to competently perform each of its duties and obligations required hereunder.
- 10.2.2. Contractor warrants the workmanship, materials, proper functioning, and manner of the Work contemplated by this Agreement for the entire Warranty Period. In the event that any portion of the Work does not remain in good and operating condition (in the sole judgment of the City) during the Warranty Period (ordinary wear and tear excepted), Contractor, at its own expense, shall immediately perform all necessary repairs and replacements to maintain such inadequate Work in good and operating condition (to the City's sole satisfaction). Should any portion of the Work imminently jeopardize the health and safety of the City, or any other individual, the City may perform any necessary repairs and replacements (or arrange for a third party to perform such services) at Contractor's expense – to be paid by Contractor within thirty (30) days of receiving a notice of indebtedness from the City.
- 10.2.3. Contractor shall perform its obligations required by this Agreement in a manner consistent with applicable professional and technical standards for Work of a similar and comparable nature, and shall ensure that the implementation thereof is also performed in an applicable professional, technical, and workman-like manner. Contractor shall correct any defect in its performance at no additional cost to the City. Upon request by the City, Contractor must be able to summarize and concisely report pertinent information associated with this Agreement and the performance thereof to the City in a timely manner. Contractor shall not make any alterations or variations in or additions to, or omissions from, its duties and obligations contemplated by this Agreement, without the prior written consent of the City

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

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

Notwithstanding the above, Contractor agrees that, except as directed by the City, Contractor shall not at any time during or after the term of this Agreement disclose to any person or entity any information or document provided by the City which the City has designated as “confidential” or “private.” Upon the conclusion or termination of this Agreement, Contractor shall turn over to the City all documents, papers, and other matter, including copies thereof, which are in Contractor’s possession or control, and which are designated “confidential” or “private.” Contractor further agrees to bind its employees and any sub-contractors to the terms and conditions of this Section 11.

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

13. Notice.

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

To the City:

Lehi City Corporation
Attn: Steve Marchbanks
153 N 100 E
Lehi, Utah 84043

To Contractor:

Parkin Tennis Courts
Attn: Sean Larsen
3208 N 2200 W
Salt Lake City, Utah 84116

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

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

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

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

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

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

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

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

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

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

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

Dated the ____ day of _____, 2024.

Parkin Tennis Courts

By:
Its:

STATE OF UTAH)
 : ss.
COUNTY OF UTAH)

On this ____ day of _____, 2024, 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 Parkin Tennis Courts Inc. and that said document was signed by him/her in behalf of said Corporation by Authority of its Articles of Incorporation, Bylaws, or Resolution of its Board of Directors and said _____ acknowledged to me that said Corporation executed the same.

Witness my hand and official seal.

(notary signature)

Dated the ____ day of _____, 2024.

Lehi City Corporation

Mayor Mark Johnson

Attest:

Teisha, Wilson, City Recorder

EXHIBIT A – Contract Documents

EXHIBIT B – Performance Bond and Payment Bond

EXHIBIT C – Warranty Bond

City Council Agenda Item Report

Meeting Date: July 23, 2024

Submitted By: Katie Bussell

Submitting Department: Planning Division

Item Type: Action Item

Agenda Section: Regular Agenda

Subject:

Consideration of Plat Amendment approval for the Gardner Point Phase 5 Plat Amendment, relocating the PUE, located at approximately 1180 North 3960 West.

Suggested Action:

Attachments:

[CC Staff Report Gardner Point Phase 5 Subdivision Plat Amendment 07.23.24.docx](#)

[Gardner Point Phase 5 Plat Amendment DRC 6.5.2024.docx](#)

[Gardner Point Phase 5 Plat Amendment 06.05.24.pdf](#)

[Aerial map.pdf](#)

[General Plan Map.pdf](#)

[Zoning map.pdf](#)

GARDNER POINT PAHSE 5 PLAT AMENDMENT CITY COUNCIL REPORT

Applicant	Edge Homes		
Meeting Date	July 23 rd , 2024		
Requested Action/Purpose	Approval of a proposed plat amendment		
Location	Approximately 1180 North 3960 West		
Existing General Plan Designation	HDR – High Density Residential		
Existing Zoning	R-3		
Existing Land Use	Townhomes		
Number of Lots/Units	19		
Adjacent Zoning and Land Use	<i>North</i>	R-3	Condos
	<i>South</i>	R-3	Single-family homes
	<i>East</i>	R-3	Single-family homes
	<i>West</i>	R-3	Condos
Date of DRC Review	June 5 th , 2024		
Assigned Planner	Katie Bussell		
REQUIRED ACTION			
City Council	Final approval		

APPLICABLE DEVELOPMENT CODE REGULATIONS

Section 11.340. Vacating, Altering, or Amending a Recorded Subdivision Plat. (Amended 07/10/12)

The City Council may consider, after Reviewing Departments review, any proposed vacation, alteration, or amendment of a subdivision plat, any portion of a subdivision plat, or any road or lot, contained in a subdivision plat.

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

1. Any owner within the plat notifies the City of the owner's objection in writing within ten (10) days of mailed notification; or
2. A public hearing is required because all of the owners in the subdivision have not signed the revised plat.

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

1. Join two or more of the applicant fee owner's contiguous lots;
2. Subdivide one or more of the applying fee owner's lots, if the subdivision will not result in a violation of a land use ordinance or a development condition;
3. Adjust the lot lines of adjoining lots or parcels if the fee owners of each of the adjoining lots or parcels join in the application, regardless of whether the lots or parcels are located in the same subdivision;
4. On a lot owned by the applying fee owner, adjust an internal lot restriction imposed by the City; or
5. Alter the plat in a manner that does not change existing boundaries or other attributes of lots within

the subdivision that are not:

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

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

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

1. The name and address of each owner of record of the land contained in the entire plat or on that portion of the plat described in the application; and
2. The signature of each owner described in Subsection (E)(1) who consents to the application.

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

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

1. There is good cause for the vacation or amendment; and
2. No public street, right-of-way, or easement has been vacated or amended.

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

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

PROPERTY HISTORY

March 22, 2022 Gardner Point Phase 5 subdivision approved by Lehi City Council.

April 4, 2024 Property recorded as part of the Gardner Point Phase 5 subdivision.

REPORT ANALYSIS

The applicant is requesting approval of a plat amendment to the Gardner Point Phase 5 residential subdivision. This plat amendment is being proposed to remedy a construction error. When the buildings were being constructed, they were built off from the original surveyed boundaries of the plat. To remedy this, Edge has worked with City staff to expand the Public Utility Easement into the public right of way to maintain the 10-foot Public Utility Easement required by City code. The Power Department is comfortable with this change and has worked with the developer to achieve this solution.

The DRC had two redline comments, including:

1. Power – Use a longer taper/sweep as shown. Make sure you have enough space for window wells and HVAC units.
2. Engineering – Provide survey information so that the updated PUE's can be defined on the Plat.

Please consider all DRC comments in your motion.

POSSIBLE MOTIONS AND FINDINGS

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

1. The proposed subdivision meets/does not meet the requirements of the Development Code.
2. Other findings based upon information presented at the public meeting.

**Gardner Point Phase 5 Plat Amendment
DRC Redline Comments**

Edge- requests review of the Gardner Point Phase 5 Plat Amendment, relocating the PUE, located at approximately 1180 North 3960 West.

DRC Members Present: Glade Kirkham, Garion Rowett, Ryan Allred, Shelby Brewer, Kim Struthers, Gary Smith, Brad Kenison, James Farnsworth, Luke Seegmiller

Assigned Planner: Katie Bussell

Representatives of the Applicant Present: Park Sorenson, Spencer Llewellyn

Date of Plans Reviewed: 5/28/2024

Time Start: 2:05 PM

Time End: 2:10 PM

DRC REDLINE COMMENTS:

Glade – Power:

1. Use a longer taper/sweep as shown. Make sure you have enough space for window wells and HVAC units.

Garion – Fire: No comments.

Ryan – Water/Sewer: No comments.

James – Parks: No comments.

Gary – Building/Inspections: No comments.

Shelby – Public Works: No comments.

Brad – Engineering:

2. Provide survey information so that the updated PUE's can be defined on the Plat

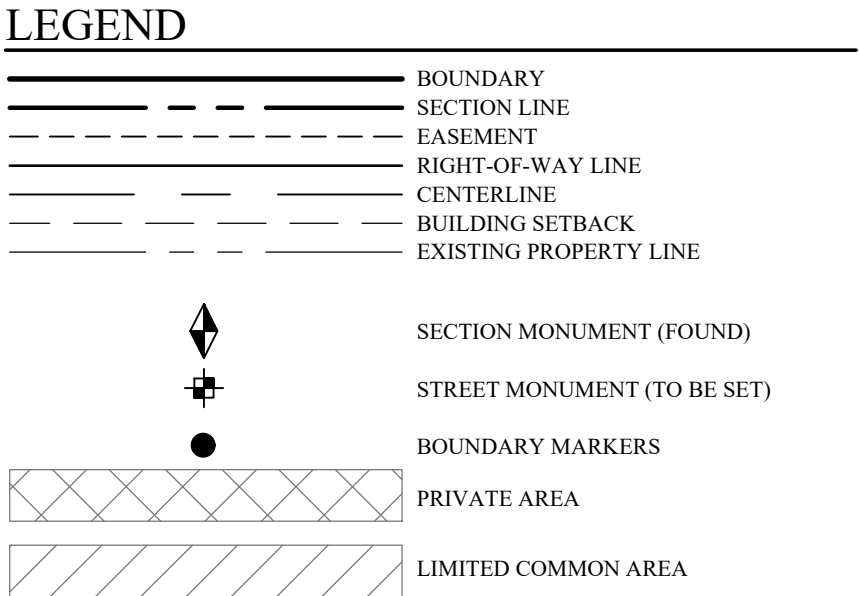
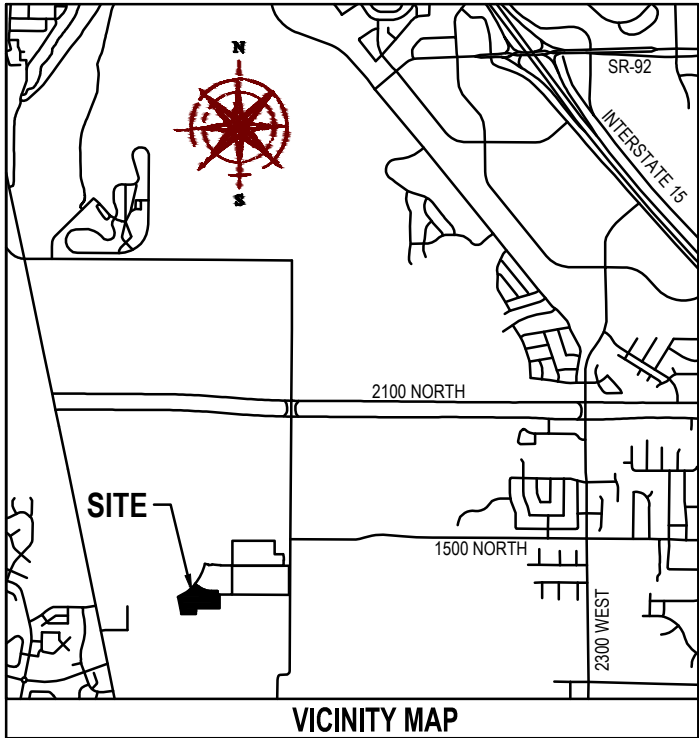
Luke- Traffic: No comments.

Kim – Planning: No comments.

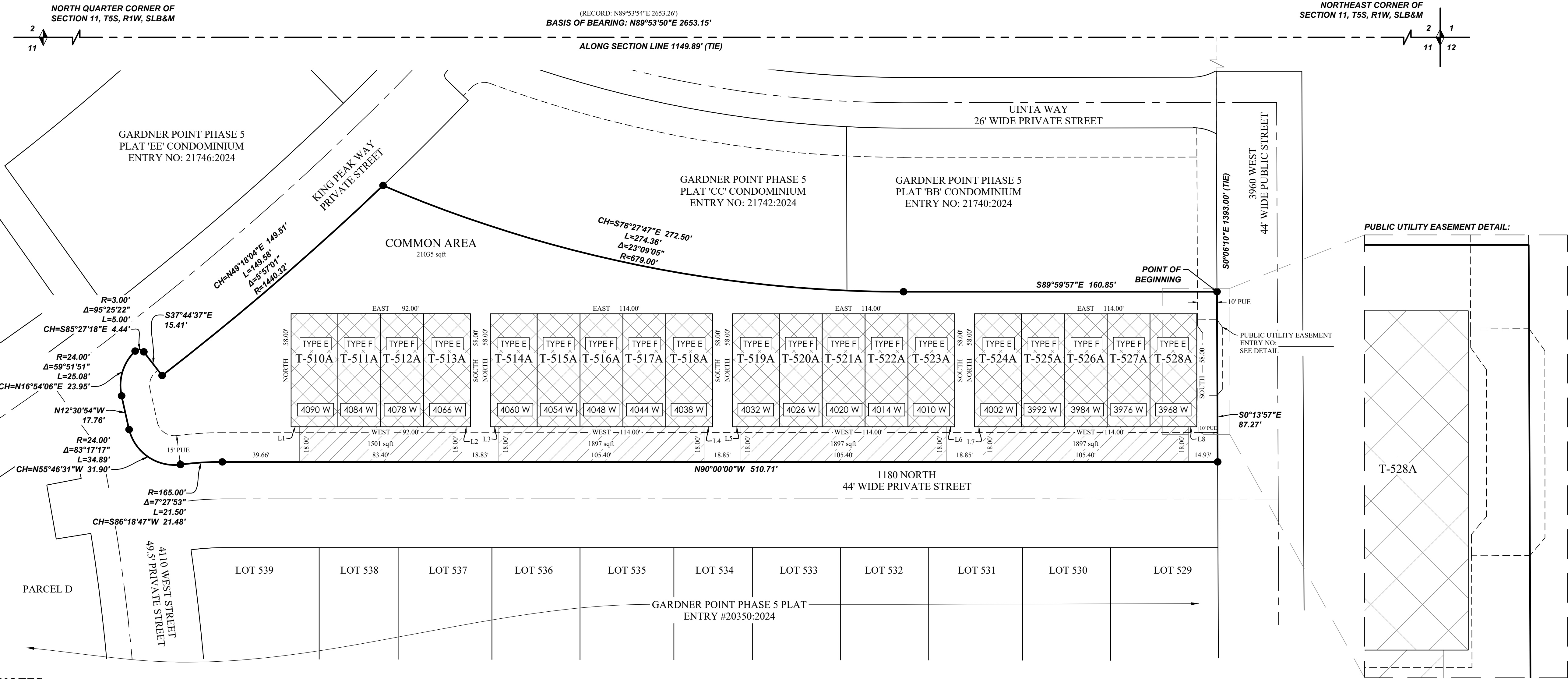
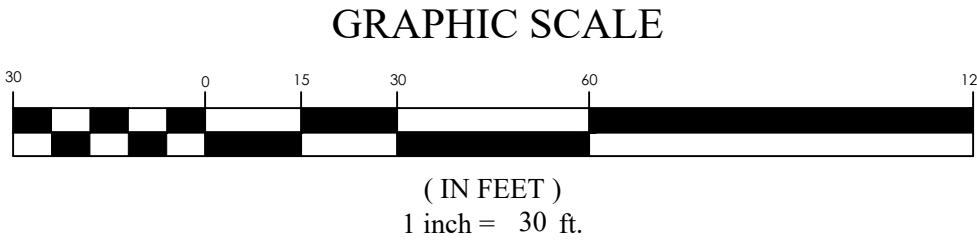
THIS ITEM WILL BE SCHEDULED FOR CITY COUNCIL JULY 9TH.

PRECON MEETING REQUIRED? (FULL, TAILGATE, NONE)

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.



GARDNER POINT PHASE 5 AMENDED



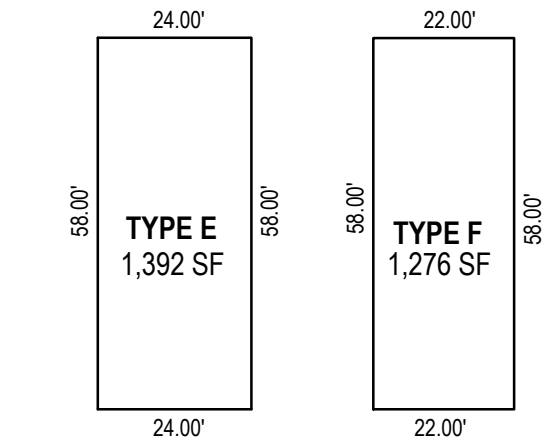
NOTES:

- 1. BRASS PINS TO BE PLACED AT THE TOP BACK OF CURB AT EACH PROJECTED PROPERTY LINE
- 2. STORM DRAIN DETENTION CANNOT BE MODIFIED WITHOUT PERMISSION FROM THE LEHI CITY ENGINEER.
- 3. THIS AREA IS SUBJECT TO THE NORMAL EVERYDAY SOUNDS, ODORS, SIGHTS, FACILITES, AND ASPECTS ASSOCIATED WITH AN AGRICULTURAL LIFESTYLE. RESIDENTS SHOULD ALSO RECOGNIZE THE RISKS INHERENT WITH LIVESTOCK.
- 4. COMMON SPACE AREAS AND PRIVATE STREETS TO BE MAINTAINED BY THE HOME OWNERS ASSOCIATION.
- 5. LAND DRAIN LATERALS ARE NOT REQUIRED FOR THE PROJECT AS STATED IN THE LETTER PROVIDED BY THE INTERMOUNTAIN GEOENVIRONMENTAL SERVICES, INC. AND DATED MAY 1, 2018.
- 6. ALL PROJECT AMENITIES INCLUDING CLUBHOUSE, TOT LOT, SPORT COURT BENCHES, AND TRAILS WITHIN COMMON AREAS WILL BEGIN CONSTRUCTION AT 60% OF BUILING PERMITS ISSUED FOR THE OVERALL PROJECT AND BE COMPLETED BY 80% OF BUILDING PERMITS ISSUED.

RIGHT TO FARM :
THIS AREA IS SUBJECT TO THE NORMAL, EVERYDAY SOUNDS ODORS, SIGHTS, EQUIPMENT, FACILITIES, AND ANY OTHER ASPECTS ASSOCIATED WITH AGRICULTURAL LIFESTYLE, FUTURE RESIDENTS SHOULD ALSO RECOGNIZE THE RISK INHERENT WITH LIVESTOCK.

FRONT SETBACKS FROM TBC FOR TOWNHOMES UNITS 508A-528A:18'

IRRIGATION SERVICES		
LOCATION	AREA (SQ FT)	SIZE (INCHES)
EAST COMMON AREA	44,216	2
WEST COMMON AREA	73,865	2
WEST RIM DRIVE COMMON AREA	64,968	2



CORPORATE ACKNOWLEDGMENT

STATE OF UTAH
S.S.
COUNTY OF _____
ON THE _____ DAY OF _____, A.D. 20____ PERSONALLY APPEARED BEFORE ME _____, THE UNDERSIGNED NOTARY PUBLIC, IN AND FOR THE COUNTY OF _____, IN SAID STATE OF UTAH, _____, WHO AFTER BEING DULY SWORN, ACKNOWLEDGED TO ME THAT HE IS THE _____ OF _____ A UTAH INC. AND THAT HE SIGNED THE OWNERS' DEDICATION FREELY AND VOLUNTARILY FOR AND IN BEHALF OF SAID COMPANY FOR THE PURPOSES THEREIN MENTIONED.
MY COMMISSION EXPIRES: _____
A NOTARY PUBLIC COMMISSIONED IN UTAH RESIDING IN _____ COUNTY
MY COMMISSION No. _____
PRINTED FULL NAME OF NOTARY _____

Line Table		
LINE	DIRECTION	LENGTH
L1	N90°00'00"E	4.30
L2	N90°00'00"E	4.30
L3	N90°00'00"E	4.30
L4	N90°00'00"E	4.30
L5	N90°00'00"E	4.30
L6	N90°00'00"E	4.30
L7	N90°00'00"E	4.35
L8	N90°00'00"E	4.25

SURVEYOR'S CERTIFICATE

I, Justin Lundberg, do hereby certify that I am a Professional Land Surveyor, and that I hold Licence No. 12554439 in accordance with Title 58, Chapter 22 of Utah State Code. I further certify by authority of the owner(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, parcels, streets, and easements, and the same has, or will be correctly surveyed, staked and monumented on the ground as shown on this Plat.

Justin Lundberg
Professional Land Surveyor
Licence No. 12554439

Date 05/28/24

BOUNDARY DESCRIPTION

A part of the Northeast Quarter of Section 11, Township 5 South, Range 1 West, Salt Lake Base and Meridian, located in Lehi City, Utah County, Utah, being more particularly described as follows:

Beginning at a point located along the Westerly Right of Way of 3960 West, established by the Gardner Point Phase 5 Plat, on file in the Office of the Utah County Recorder as Entry No. 20350:2024 said point also being located N89°53'50"E 1149.89 feet along the Section line and S0°06'10"E 1393.00 feet from the North Quarter Corner of Section 11, Township 5 South, Range 1 West, Salt Lake Base and Meridian; thence S00°13'57"E 87.27 feet; thence West 510.71 feet; thence Westerly along the arc of a non-tangent curve to the left having a radius of 165.00 feet (radius bears: S00°02'43"W) a distance of 21.50 feet through a central angle of 07°27'53" Chord: S86°18'47"W 21.48 feet; to a point of reverse curvature; thence along the arc of a curve to the right having a radius of 24.00 feet a distance of 34.89 feet through a central angle of 83°17'17" Chord: N55°46'31"W 31.90 feet; thence N12°30'54"W 17.76 feet; thence Northerly along the arc of a non-tangent curve to the right having a radius of 24.00 feet (radius bears: N76°58'10"E) a distance of 25.08 feet through a central angle of 59°51'51" Chord: N16°54'06"E 23.95 feet; to a point of compound curvature; thence along the arc of a curve to the right with a radius of 3.00 feet a distance of 5.00 feet through a central angle of 95°25'22" Chord: S85°27'18"E 4.44 feet; thence S37°44'37"E 15.41 feet; thence Northeasterly along the arc of a non-tangent curve to the left having a radius of 1,440.32 feet (radius bears: N37°43'25"W) a distance of 149.58 feet through a central angle of 05°57'01" Chord: N49°18'04"E 149.51 feet; thence Easterly along the arc of a non-tangent curve to the left having a radius of 679.00 feet (radius bears: N23°06'45"E) a distance of 274.36 feet through a central angle of 23°09'05" Chord: S78°27'47"E 272.50 feet; thence S89°59'57"E 160.85 feet to the point of beginning.

Containing 1.23 acres +/-

RESERVATION OF COMMON AREAS

BY EXECUTION OF THIS PLAT, THE OWNER(S) SHOW BELOW DOES HEREBY RESERVE ALL AREAS SHOWN ON THIS PLAT "COMMON AREA" FOR THE COMMON ENJOYMENT OF ALL OWNERS AND SUCH OWNERS GUESTS AND INVITEES TO THE PROJECT.

OWNER'S DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT I/WE, THE UNDERSIGNED OWNER(S), OF THE ABOVE DESCRIBED TRACT OF LAND, HAVING CAUSED SAME TO BE SUBDIVIDED, HEREAFTER KNOWN AS THE

GARDNER POINT PHASE 5 AMENDED

DO HEREBY DEDICATE THE STREETS, EASEMENTS AND OTHER PUBLIC AREAS AS INDICATED HERON FOR THE PERPETUAL USE OF THE PUBLIC. PURSUANT TO CODE 10-9A-604D THE OWNER HEREBY CONVEYS THE COMMON AREA AND PRIVATE STREETS AS INDICATED HERON TO GARDNER POINT MASTER ASSOCIATION, 12227 BUSINESS PARK DR. SUITE 200, DRAPER, UTAH 84020. IN WITNESS WHEREOF I/WE HAVE HEREUNTO SET OUR HAND(S) THIS _____ DAY OF _____ AD, 2024.

BY: _____
(PRINTED NAME)

ITS: _____

ACKNOWLEDGMENT

STATE OF UTAH
S.S.
COUNTY OF _____

ON THE _____ DAY OF _____, 20____ PERSONALLY APPEARED BEFORE ME, THE SIGNERS OF THE FOREGOING DEDICATION WHO DULY ACKNOWLEDGED TO ME THAT THEY DID EXECUTE THE SAME.

MY COMMISSION EXPIRES: _____
A NOTARY PUBLIC COMMISSIONED IN UTAH RESIDING IN UTAH COUNTY

MY COMMISSION No. _____
PRINTED FULL NAME OF NOTARY _____

ACCEPTANCE BY LEGISLATIVE BODY

THE CITY COUNCIL OF LEHI CITY, 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____

ATTEST: _____
APPROVED BY MAYOR _____ CLERK-RECORDER
(SEE SEAL BELOW)

PLANNING COMMISSION APPROVAL

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

DIRECTOR - SECRETARY _____ CHAIR, PLANNING COMMISSION _____

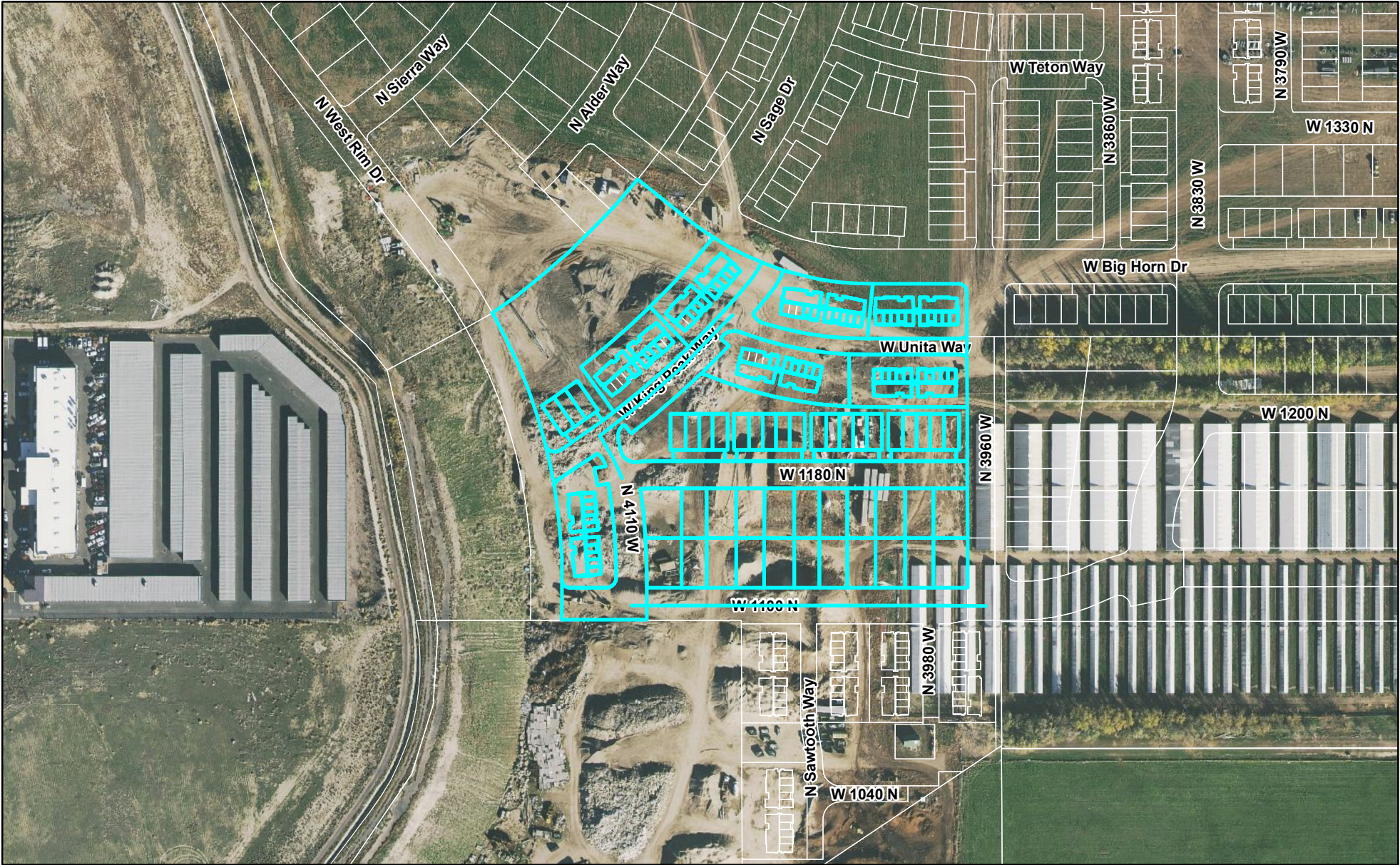
GARDNER POINT PHASE 5 AMENDED

AMENDING LOTS T-510 - T-528 AND
THE COMMON AREA OF GARDNER POINT PHASE 5 PLAT
LOCATED IN THE NORTHEAST QUARTER OF SECTION 11, T5S, R1W,
SALT LAKE BASE & MERIDIAN
LEHI CITY, UTAH COUNTY, UTAH

SURVEYOR'S SEAL	NOTARY PUBLIC SEAL	LEHI CITY ENGINEER SEAL	LEHI CITY RECORDER SEAL	COUNTY RECORDER'S SEAL

Gardner Point Phase 5 Plat Amendment

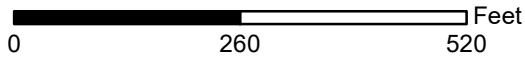
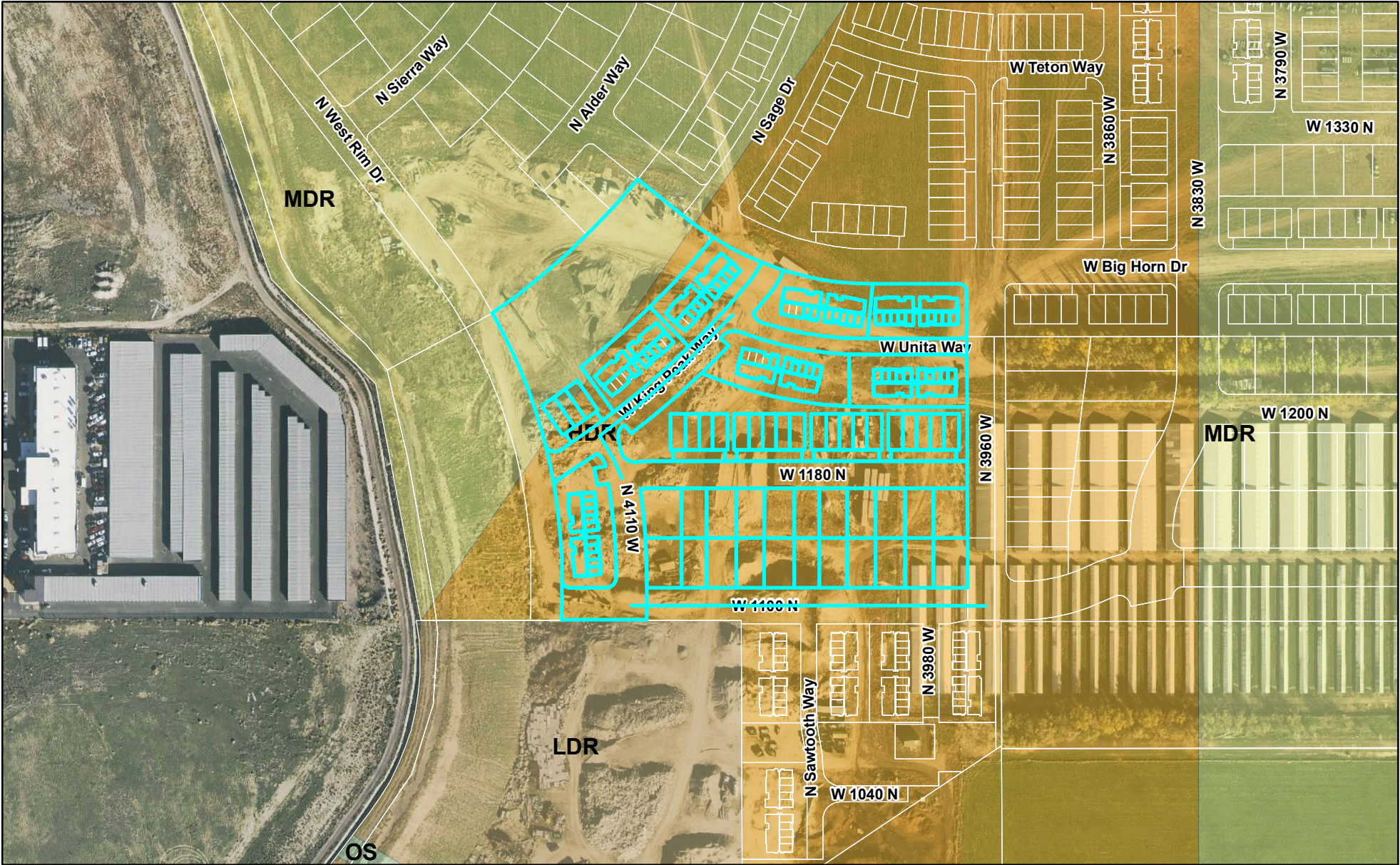
Aerial Map



0 260 520 Feet

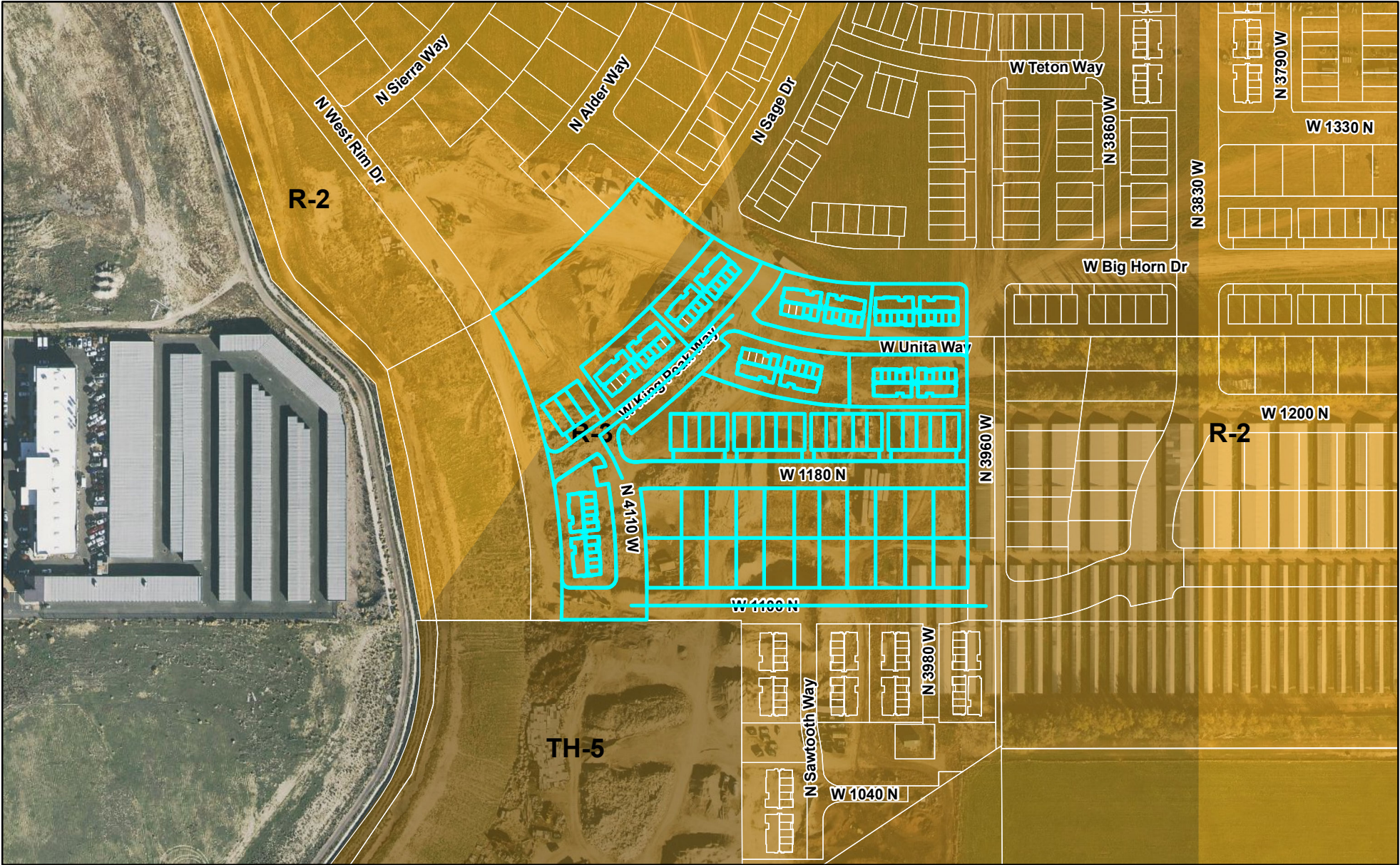
Gardner Point Phase 5 Plat Amendment

General Plan Map



Gardner Point Phase 5 Plat Amendment

Zoning Map



0 260 520 Feet



City Council Agenda Item Report

Meeting Date: July 23, 2024

Submitted By: Katie Bussell

Submitting Department: Planning Division

Item Type: Ordinance

Agenda Section: Regular Agenda

Subject:

Consideration of Ordinance #44-2024 approval of the Thanksgiving Point Area Plan Amendment to allow automotive repair as a permitted use in the commercial zone.

Suggested Action:

Attachments:

[CC Staff Report Thanksgiving Point Area Plan Amendment 07.23.24.docx](#)

[Thanksgiving Point Area Plan Amendment - Automotive Repair DRC 7.3.2024.docx](#)

[Ord 44-2024.docx](#)

[TP Area Plan Amendment - Narrative.pdf](#)

[TP Area Plan Amendment - Auto Repair 07.03.24.pdf](#)

[Aerial map.pdf](#)

[Zoning map.pdf](#)

[General plan map.pdf](#)

THANKSGIVING POINT AREA PLAN AMENDMENT CITY COUNCIL REPORT

Applicant	Mike Ballard
Meeting Date	July 23, 2024
Requested Action/Purpose	Approval of a proposed area plan
Date of DRC Review	Legislative
Date of Planning Commission Review	July 11 th , 2024
Assigned Planner	Katie Bussell

REQUIRED ACTION

Planning Commission	Review and recommendation
City Council	Final approval

APPLICABLE DEVELOPMENT CODE REGULATIONS

Chapter 6 of the Development Code contains all of the regulations and standards that govern the creation of Planned Communities. Included below are some of the sections that contain general information that may be helpful to the Planning Commission in their review of the Thanksgiving Point Area Plan amendment.

Section 06.010 Purpose and Intent.

The intent of the Planned Community Zone and this Chapter is to:

- A. Allow the City to encourage and facilitate more detailed and specific planning and analysis for certain areas of the City.
- B. Establish provisions and requirements which enable the City to address unique areas of the City or where other characteristics exist that warrant a comprehensive set of land use policies and standards which will encourage an efficient and imaginative development pattern.
- C. Provide an opportunity for flexibility from the constraints of traditional zoning and allow for development on a performance basis. Higher density and intensity of uses may be achieved as higher quality development and performance standards are implemented within the zone.
- D. Provide a consolidated and structured framework for the processing of preliminary and final subdivision plat(s), preliminary and final site plans, and other permits and licenses required by this Code.

An application for approval of a Planned Community Zone is a request by the applicant for additional flexibility beyond that allowed by the traditional zones within the City. It is the sole responsibility and burden of the applicant to convince the Planning Commission and City Council that the proposed Planned Community Zone is preferable to traditional zoning. Approval for use of the Planned Community Zone lies at the discretion of the City Council.

Section 06.020 Planned Community Description.

1. Each Planned Community Zone should include a cohesive mixture of land uses, including commercial and/or business park uses, which will provide services and employment opportunities to residents within the community. Residential uses should provide a range of housing types and densities to accommodate a variety of age and income groups and residential preferences, so that the community's demographic diversity is maintained. Commercial uses should focus on retail services for the residents of the community and must include a unifying design theme which compliments the residential areas. Residential and commercial land uses should be integrated to promote a walkable, sustainable community.

Development should promote creative lot configuration with usable public and private recreation areas, parks, trails and open space with assurance of maintenance. Preservation of open space and critical environmental areas is also highly encouraged through the use of clustering and other innovative development options where a standard lot pattern is not practical or desirable due to physical constraints.

Section 06.030 Design Compatibility.

Development within a Planned Community Zone should promote attractive, unified architectural design. Development should be planned as one complex land use with a common architectural design theme that provides variety within a context of architectural compatibility, rather than an aggregation of individual, unrelated buildings located on separate, unrelated lots. In order to ensure that development within the Planned Community Zone is compatible and meets the purposes of this Chapter, the Planning Commission may recommend and the City Council may require that certain design guidelines be employed as part of the approval of an Area Plan for a PC Zone. The design guidelines may include, but are not limited to, architectural controls, colors, materials, building mass, innovative design of buildings and access, and any other features deemed appropriate by the City Council. As part of the design guidelines for any Planned Community Zone each single family detached or attached dwelling shall include, as a minimum standard, an enclosed one (1) car garage.

PROPERTY HISTORY

April 16, 1999	The property was recorded as part of the West Annexation.
December 14, 1999	The Thanksgiving Point Area Plan was approved.
February 8, 2001	The Thanksgiving Point Area Plan was amended and approved by Planning Commission to extend the areas covered in the plan.
May 23, 2002	The Thanksgiving Point Area Plan was amended and approved by Planning Commission to conform to requirements of the Resort Community zone.
July 10, 2003	The Thanksgiving Point Area Plan was amended and approved by Planning Commission to allow residential development within the plan.
December 14, 2021	The City Council denied a concept plan submittal for this property with 5,398 new housing units
March 10, 2022	The City Council approved a concept plan submittal for this property with 2,000 new dwelling units.
January 10, 2023	The City Council approved the Thanksgiving Point Station Area Plan Concept from UTA that moves 200 of the 2,000 dwelling units to the station property.
July 13, 2023	The City Council approved the Thanksgiving Point Area Plan Amendment to update the land uses and design standards for the Thanksgiving Point Area.

REPORT ANALYSIS

The applicant requests review and recommendation of a minor amendment to the 1999 Thanksgiving Point Area Plan. The amendment is to change automobile service and repair from “Not Permitted” to “Permitted”. This amendment is being requested to allow the applicant to move forward with their business; changing the Washbarn located at 2840 Clubhouse Drive from a car wash to an oil change and car repair shop. The new Thanksgiving Point Area Plan Amendment that was approved by the City Council last July allows automobile service and repair as a permitted use in the Commercial area, where the applicants business is located. The new Thanksgiving Point Area Plan, however, has not yet been recorded. As such, legally the applicant is required to follow the original area plan from 1999. This prohibits automobile service and repair in the area plan. The applicant is requesting this minor amendment since the use is already allowed under the new area plan.

There were no comments from the DRC.

POSSIBLE MOTIONS AND FINDINGS

The City Council may move to approve or deny the proposed area plan. 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 application does not affect the health, safety, welfare, and morals of the City.
3. Other findings as determined by the public hearing.

PLANNING COMMISSION RECOMMENDATION

The Planning Commission reviewed the proposed area plan on July 11, 2024. The minutes and motion from this meeting are as follows:

2.3) Public hearing and recommendation of Mike Ballard's request for approval of the Thanksgiving Point Area Plan Amendment to allow for automotive repair.

Brittney Harris presented information on the item.

Commissioner Lockhart asked why the development hadn't been recorded yet. Kim Struthers stated they were working through DRC comments and finance.

The applicant, Mike Ballard, was present. He stated they were negotiating with the group to have the use be recorded and has been working with Stack since Dec of 2023. It needs to be recorded by Aug 1 or the contract will expire.

Commissioner Everett stated he did not see an issue with the development agreement as the applicant is trying to do due diligence to get the development going.

Commission Chair Jackson opened the public hearing.

Brittney Harris read the online comment.

Commission Chair Jackson closed the public hearing.

Motion: Commissioner Kunze moved to recommend approval of **Mike Ballard's request for approval of the Thanksgiving Point Area Plan Amendment to allow for automotive repair**; including all DRC comments and findings stated in the report. Commissioner Everett seconded.

Vote: Commissioner Jackson, yes; Commissioner Everett, yes; Commissioner Eyre, yes; Commissioner Lockhart, yes; Commissioner Kunze, yes. The motion passed unanimously.

**Thanksgiving Point Area Plan Amendment
DRC Redline Comments**

*Mike Ballard- requests review of the **Thanksgiving Point Area Plan Amendment** to allow automotive repair under the current area plan.*

DRC Members Present: Glade Kirkham, Garion Rowett, Ryan Allred, Shelby Brewer, Kim Struthers, Gary Smith, Brad Kenison, James Farnsworth, Luke Seegmiller

Assigned Planner: Katie Bussell

Representatives of the Applicant Present: Mike Ballard

Date of Plans Reviewed: 6/24/2024

Time Start: 1:15 PM

Time End: 1:15 PM

DRC REDLINE COMMENTS:

Glade – Power: No comments.

Garion – Fire: No comments.

Ryan – Water/Sewer: No comments.

James – Parks: No comments.

Gary – Building/Inspections: No comments.

Shelbey – Public Works: No comments.

Brad – Engineering: No comments.

Luke- Traffic: No comments.

Kim – Planning: No comments.

THIS ITEM WILL BE SCHEUDLED FOR PLANNING COMMISSION ON JULY 11TH.

PRECON MEETING REQUIRED? (FULL, TAILGATE, **NONE**)

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: 44-2024

**AN ORDINANCE APPROVING AND ADOPTING THE THANKSGIVING
POINT AREA PLAN AMENDMENT**

WHEREAS, it has become necessary to comprehensively amend the Thanksgiving Point Area Plan; and

WHEREAS, the Lehi City Council, acting pursuant to its authority and Utah Code, and in furtherance of its land use policies, goals, objectives, ordinances and other requirements, has made certain determinations with respect to the proposals for the Thanksgiving Point Area Plan; all as set forth in that certain area plan designated as the Thanksgiving Point Area Plan, a copy of which has been filed with the office of the Lehi City Planning Division;

WHEREAS, following a public hearing on July 11, 2023, the Lehi City Planning Commission reviewed the proposed Area Plan Amendment and forwarded a positive recommendation that the City Council adopt the proposed request; and

WHEREAS, on July 23, 2024, the City Council held a duly noticed meeting to ascertain the facts regarding this matter, which facts and comments are found in the public record and which include the staff report, minutes from the Planning Commission meeting of July 11, 2024, and the recommendation of the Planning Commission; and,

WHEREAS, after considering the facts and comments presented to the Municipal Council, the Council finds: (i) the request for an Area Plan Amendment is consistent with the Lehi City General Plan Land Use Map adopted by the Lehi City Council on January 25, 2022 (and as subsequently amended); and (ii) such action furthers the health, safety and welfare of the citizens of Lehi.

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

SECTION 1. The amended Area Plan together with all the attached exhibits, maps and supporting documents designated as the “Thanksgiving Point Area Plan” dated July 23, 2024, copies of which are on file with the Planning Division of the Community Development Department, is hereby adopted as the Area Plan for the development of Thanksgiving Point.

SECTION 2. Unless specifically modified by the Thanksgiving Point Area Plan, the owner of the Subject Property (Mike Ballard) or its assigned agents will be required to comply with all applicable requirements of Lehi City necessary for approval of the Project, including payment of fees and compliance with applicable ordinances, regulations, policies and procedures of Lehi City including but not limited to, the Lehi City Municipal Code, the Lehi City Development Code, and the Lehi City Design Standards and Public Improvements Specifications.

SECTION 3. The action of the City undertaken hereby is administrative in nature, falling within the general purpose and policy of the General Plan and zoning ordinances, and pursuant to the provisions of the Lehi City Development Code, and the obligations and requirements imposed on the City by ordinance and agreement.

SECTION 4. If a provision of this Ordinance 44 -2024 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.

SECTION 5. 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.

SECTION 6. This Ordinance adopting the Area Plan shall be effective immediately after being posted or published as required by law.

Approved and Adopted by the City Council of Lehi City this 23rd day of July, 2024.

ATTEST

Mark Johnson, Mayor

Teisha Wilson, City Recorder

Exhibit A

Thanksgiving Point Institute Property

Beginning at intersection of the west line of the 1-15 Frontage Road and the south line of Thanksgiving Point Business Park Plat "A" as found and on file at the Utah County Recorders Office, Map No. 8411 , said point being South 0°01'17" East 63.82 feet along the section line and South 89°58'43" West 83.23 feet from the East Quarter Comer of Section 36, Township 4 South, Range 1 West, Salt Lake Base and Meridian, and running;

thence South 41°44'00" East 1713.63 feet along the west line of the 1-15 Frontage Road; thence South 49°35'37" West 460.65 feet along the northwest line of said 2300 West Street; thence Southwesterly 426.71 feet along the arc of a 765.00 foot radius curve to the left, (center bears South 59°00'51" East and the long chord bears South 15°00'22" West 421.20 feet with a central angle of 31°57'33"), along the northwest line of said 2300 West Street; thence South 0°58'24" East 667.30 feet along the west line of said 2300 West Street; thence North 90°00'00" West 617.98 feet along the north line of said Ashton Boulevard; thence Northwesterly 507.88 feet along the arc of a 574.00 foot radius curve to the left, (center bears North 0°00'00" East and the long chord bears North 64°39'08" West 491.47 feet with a central angle of 50°41'45") along the north line of said Ashton Boulevard; thence North 39°18' 15" West 1643.66 feet along the Northeast line of said Ashton Boulevard; thence Northerly 280.01 feet along the arc of a 424.00 foot radius curve to the right, (center - bears North 50°41'45" East and the long chord bears North 20°23'06" West 274.95 feet with a central angle of 37°50'17"), along the northeast line of said Ashton Boulevard; thence North 1°27'59" West 513.57 feet along the east line of said Ashton Boulevard; thence Northeasterly 51.10 feet along the arc of a 32.00 foot radius curve to the right, (center bears North 88°32'01" East and the long chord bears North 44°17'01" East 45.84 feet with a central angle of 91°29'59"); thence South 89°58'00" East 851.74 feet along the south line of said Executive Parkway; thence Northeasterly 392.83 feet along the arc of a 530.00 foot radius curve to the left, (center bears North 0°02'00" East and the long chord bears North 68°48'00" East 383.90 feet with a central angle of 42°28'00"); along the south line of said Executive Parkway; thence North 47°34'00" East 338.42 feet along the southeasterly line of said Executive Parkway; thence Easterly 31.66 feet along the arc of a 20.00 foot radius curve to the right, (center bears South 42°26'00" East and the long chord bears South 87°05'00" East 28.46 feet with a central angle of 90°42'00") to the point of beginning. Area 97.50 Acres.

Thanksgiving Point Business Park / Retail Property Description

Beginning at intersection of the west line of the 1-15 Frontage Road and the south line of Thanksgiving Point Business Park Plat "A" as found and on file at the Utah County Recorders Office, Map No. 8411, said point being South 0°01'17" East 63.82 feet along the section line and South 89°58'43" West 83.23 feet from the East Quarter Corner of Section 36, Township 4 South, Range 1 West, Salt Lake Base and Meridian, and running;

thence Westerly 31.66 feet along the arc of a 20.00 foot radius curve to the right, (center bears South 48°15'59" West and the long chord bears North 87°05'00" West 28.46 feet with a central angle of 90°42'00");

thence South 47°34'00" West 338.42 feet along the southeasterly line of said Executive Parkway;

thence Southwesterly 392.83 feet along the arc of a 530.00 foot radius curve to the left, (center bears North 89°58'00" West and the long chord bears South 68°48'00" West 383.90 feet with a central angle of 42°28'00"); along the south line of said Executive Parkway;

thence North 89°58'00" West 851.74 feet along the south line of said Executive Parkway; thence Southwesterly 51.10 feet along the arc of a 32.00 foot radius curve to the right, (center bears South 0°02'00" West and the long chord bears South 44°17'01" West 45.84 feet with a central angle of 91°29'59");

thence South 1°27'59" East 513.57 feet along the east line of said Ashton Boulevard;

thence Southerly 280.01 feet along the arc of a 424.00 foot radius curve to the right, (center bears North 88°32'02" East and the long chord bears South 20°23'06" East 274.95 feet with a central angle of 37°50'17"), along the northeast line of said Ashton Boulevard;

thence South 39°18' 15" East 1643.66 feet along the Northeast line of said Ashton Boulevard; thence Southeasterly 507.88 feet along the arc of a 774.00 foot radius curve to the left, (center bears North 50°41'45" East and the long chord bears South 64°39'08" East 491.47 feet with a central angle of 50°41'45") along the north line of said Ashton Boulevard;

thence South 90°00'00" East 617.98 feet along the north line of said Ashton Boulevard; thence North 0°58'24" West 667.30 feet along the west line of said 2300 West Street;

thence Northeasterly 426.71 feet along the arc of a 765.00 foot radius curve to the left, (center bears North 89°01'36" East and the long chord bears North 15°00'22" East 421.20 feet with a central angle of 31°57'33"), along the northwest line of said 2300 West Street;

thence North 49°35'37" East 460.65 feet along the northwest line of said 2300 West Street; thence South 41°44'00" East 1702.57 feet along the west line of said 1-15 Frontage Road; thence

Southeasterly 292.33 feet along the arc of a 5769.58 foot radius curve to the left, (center bears North 48°16'00" East and the long chord bears South 43°11'05" East 292.30 feet with a central angle of 2°54'11") along the west line of said I-15 Frontage Road;

thence South 44°38'11" East 385.23 feet along the west line of said I-15 Frontage Road; thence South 00°06'36" East 36.60 feet along the west line of said 1-15 Frontage Road; thence South 89°57'57" East 36.09 feet along the west line of said 1-15 Frontage Road; thence South 44°38'11" East 281.23 feet along the west line of said 1-15 Frontage Road; thence South 89°57'57" East 14.06 feet along the west line of said 1-15 Frontage Road; thence South 44°38'11" East 262.61 feet along the west line of said I-15 Frontage Road; thence South 21°57'46" West 489.72 feet;

thence South 00°00'00" West 247.12 feet;

thence South 0°49'35" West 1.19 feet;

PREPARED BY

thence North 89°44'51" West 1993.14 feet;
 thence North 0°58'26" West 546.34 feet;
 thence South 87°27'44" West 193.97 feet; thence South 1°47'20" East 9.57 feet; thence South
 87°33'52" West 463.56 feet; thence South 0°10'05" West 3.29 feet;
 thence South 89°10'40" West 196.43 feet to the east line of the Denver & Rio Grande Railway right-
 of-way;
 thence Northwesterly 342.52 feet along the arc of a 7850.00 foot radius curve to the
 left, (center bears North 48°11'45" East and the long chord bears North 40°33'15" West 342.49 feet
 with a central angle of 2°30'00"), along the east line of said Denver & Rio Grande Railway right—of-
 way;
 thence North 39°18'15" West 5279.14 feet along the east line of said Denver & Rio Grande Railway
 right-of-way;
 thence North 40°05'30" East 1130.20 feet along the north line Thanksgiving Point Business Park
 Plat "A".
 thence North 40°01'45" East 162.73 feet; thence North 86°48'47" East 1228.96 feet;
 thence Southeasterly 588.35 feet along the arc of a 2241.83 foot radius curve to the
 right, (center bears South 72°59'26" West and the long chord bears South 9°29'28" East 586.66 feet
 with a central angle of 15°02'13"), along the west line of the 1-15 Frontage Road;
 thence South 1°58'21" East 68.14 feet along the west line of said 1-15 Frontage Road to the north
 line of Club House Drive as called for in a Quit Claim Deed recorded as Entry No. 20838 on
 February 22, 1999, in Book 4983, Page 393 of the Official Records;
 thence South 01°58'21" East 70.02 feet along the west line of said I-15 Frontage Road; thence South
 01°58'21" East 10.32 feet along the west line of said 1-15 Frontage Road;
 thence Southeasterly 278.82 feet along the arc of a 225.00 foot radius curve to the left, (center
 bears North 88°01'39" East and the long chord bears South 37°28'21" East 261.32 feet with a central
 angle of 71°00'00") along the west line of said 1-15 Frontage Road;
 thence South 72°58'21" East 124.10 feet along the west line of said I-15 Frontage Road; thence
 South 0°10'52" East 299.17 feet;
 thence South 89°56'48" East 568.78 feet to the west line of the 1-15 Frontage Road; thence
 Southeasterly 80.47 feet along the arc of a 1095.92 foot radius curve to the right,
 (center bears South 44°03'35" West and the long chord bears South 43°50'12" East 80.45 feet with a
 central angle of 4°12'25") along the west line of said I-15 Frontage Road;
 thence South 41°44'00" East 811.82 feet along the west line of said 1-15 Frontage Road; thence
 South 89°58'00" East 13.41 feet along the west line of said 1-15 Frontage Road; thence South
 41°44'00" East 85.67 feet along the west line of said 1-15 Frontage Road to the
 point of beginning. Area 267.50 Acres.

Thanksgiving Point Gardens and Golf Course (Between Railroad and Jordan River)

COM S 847.87 FT & W 310.16 FT FR SE COR. SEC. 36, T4S, RIW, SLB&M.; S 81 DEG 2'5" W 352.18 FT; S 72 DEG 37'26" W 359.8 FT; S 68 DEG 14'41" W 254.41 FT; S 7 DEG 22'28" E 67.38 FT; S 79 DEG 54'29" W 360.58 FT; N 15 DEG 26'46" W 98.18 FT; N 54 DEG 42'20" W 109.01 FT; N 43 DEG 16'41" W 513.54 FT; N 20 DEG 50'54" W 528.01 FT; N 41 DEG 28'37" W 266.55 FT; N 64 DEG 21'10" W 170.16 FT; S 74 DEG 57'58" W 103.14 FT; S 51 DEG 14'57" W 90.67 FT; N 49 DEG 4'32" W 59.9 FT; N 53 DEG 34'44" E 228.58 FT; N 25 DEG 28'39" W 54.42 FT; ALONG A CURVE TO R (CHORD BEARS: N 9 DEG 22'58" E 169.23 FT, RADIUS—148 FT) ARC LENGTH = 180.15 FT; N 45 DEG 0'0" E 89.55 FT; ALONG A CURVE TO R (CHORD BEARS: N 47 DEG 28'59" E 21.54 FT, RADIUS=248 FT) ARC LENGTH = 21.55 FT; ALONG A CURVE TO L (CHORD BEARS: N 3 DEG 43'47" E 21.68 FT, RADIUS=15 FT) ARC LENGTH = 24.23 FT; N 42 DEG 32'31" W 108.24 FT; N 48 DEO 44'29"E 56.04 FT; S 42 DEG 32'30" E 125.45 FT; ALONCr A CURVE TO L (CHORD BEARS: S 76 DEG 37'46"E 16.91 FT, RADIUS=15 FT) ARC LENGTH — 17.96 FT; ALONG A CURVE TO R (CHORD BEARS: N 79 DEG 37'29" E 89.34 FT, RADIUS=250 FT) ARC LENGTH = 89.92 FT; E 233.68 FT; ALONG A CURVE TO R (CHORD BEARS: S 87 DEG 40'51" E 16.8 FT, RADIUS=208 FT) ARC LENGTH = 16.80 FT; N 4 DEG 3'13" W 147.26 FT; N 45 DEG 0'6"W 229.25 FT; S 54 DEG 57'50" W 134.37 FT; N 77 DEG 54'54"W 28.56 FT; ALONG A CURVE TO R (CHORD BEARS: S 32 DEG 18'52"W 30.85 FT, RADIUS—59 FT) ARC LENGTH — 31.21 FT; S 47 DEG 27'36"W 156.51 FT; ALONG A CURVE TO L (CHORD BEARS: S 2 DEG 28'2"W 21.14 FT, RADIUS=15 FT) ARC LENGTH — 23.46 FT; S 42 DEG 32'30"E 5.18 FT; S 48 DEG 44'29" W 223.46 FT; S 33 DEG 22'17"E 37.89 FT; S 52 DEG 16'35"W 109.26 FT; S 38 DEG 1'2"W 62.12 FT; S 73 DEG 2'46"W 93.35 FT; S 89 DEG 22'17"W 49.22 FT; ALONG A CURVE TO L (CHORD BLARS: S 2 DEG 33'21"E 52.25 FT, RADIUS=432 FT) ARC LENGTH = 52.28 FT; ALONG A CURVE TO R (CHORD BEARS: S 3 DEG 56'48"W 160.25 FT, RADIUS=463 FT) ARC LENGTH — 161.06 FT; ALONG A CURVE TO R (CHORD BEAIIIS: S 43 DEG 19'14"W 93.14 FT, RADIUS=95 FT) ARC LENGTH — 97.34 FT; S 37 DEF 9'31"E 185.83 FT; S 51 DEG 14'57"W 285.73 FT; N 47 DEG 0'37"W 81.6 FT; N 10 DEG 14'22"W 154.42 FT; N 2 DEG 53'41"E 431.63 FT; N 6 DEG 30'29"E 159.13 FT; N 1 DEG 48'7"W 355.1 FT; N 12 DEG 57'43"W 222.18 FT; N 28 DEG 16'43"W 184.1 FT; N 39 DEG 43'32"W 193.55 FT; N 49 DEG 55'56"W 368.05 FT; N 53 DEG 30'44"W 160.11 FT; N 33 DEG 22'15" W 330.51 FT; N 16 DEG 37'24"W 725.16 FT; N 27 DEG 21'10"W 272.62 FT; N 57 DEG 2'33"W 161.28 FT; N 65 DEG 35'23"W 198.39 FT; N 82 DEG 16'29"W 105.43 FT; S 78 DEG 44'5" W 222.06 FT; S 67 DEG 25'31"W 101.87 FT; S 59 DEG 59'0"W 308.28 FT; S 30 DEG 51'52"W 122.89 FT; S 16 DEG 7'42" W 183.65 FT; S 6 DEG 45'7"W 140.96 FT; S 18 DEG 8'6"W 48.24 FT; N 31 DEG 14'25" W 323.43 FT; N 25 DEG 57'1"W 206.98 FT; N 34 DEG 43'23"W 1066.83 FT; N 48 DEG 32'6"W 268.99 FT; N 24 DEG 41'12" W 209.63 FT; N 48 DEG 11'1"W 217.94 FT; N 51 DE t 46'30"W 67.43 FT; N 67 DEG 28'7"W 229.39 FT; S 39 DEG 21'17"W 173.95 FT; S 60 DEG 48'30"W 142.13 FT; N 58 DEG 30'56" W 99.66 FT; N 4 DEG 42'1"E 140.78 FT; N 14 DEG 58'0"E 348.95 FT; N 7 DEG 26'43" E 382.02 FT; N 2 DEG 30'14" W 521.36 FT; N 12 DEG 30'51" W 266.96 FT; N 7 DEG 40'54" W 242.17 FT; N 10 DEG 9'24" E 75.6 FT; N 21 DEG 50'49" E 117.09 FT; N 59 DEG 25'19"E 286.49 FT; N 33 DEG 17'32" E 286.49 FT; N 33 DEG 17'32" E 217.62 FT' E 507.1 PT; S 39 DEG 18'15" E 2392.48 FT; S 40 DEG 21'14"E 2728.8 FT; S 39 DEG 18'15" E 4243.51 FT; ALONG A CURVE TO L (CHORD BEARS: S 40 DEG 19'21" E 282.62 FT, RADIUS—7950 FT) ARC LENCrTH = 282.63 FT TO BEG.
AREA 300.649 AC,

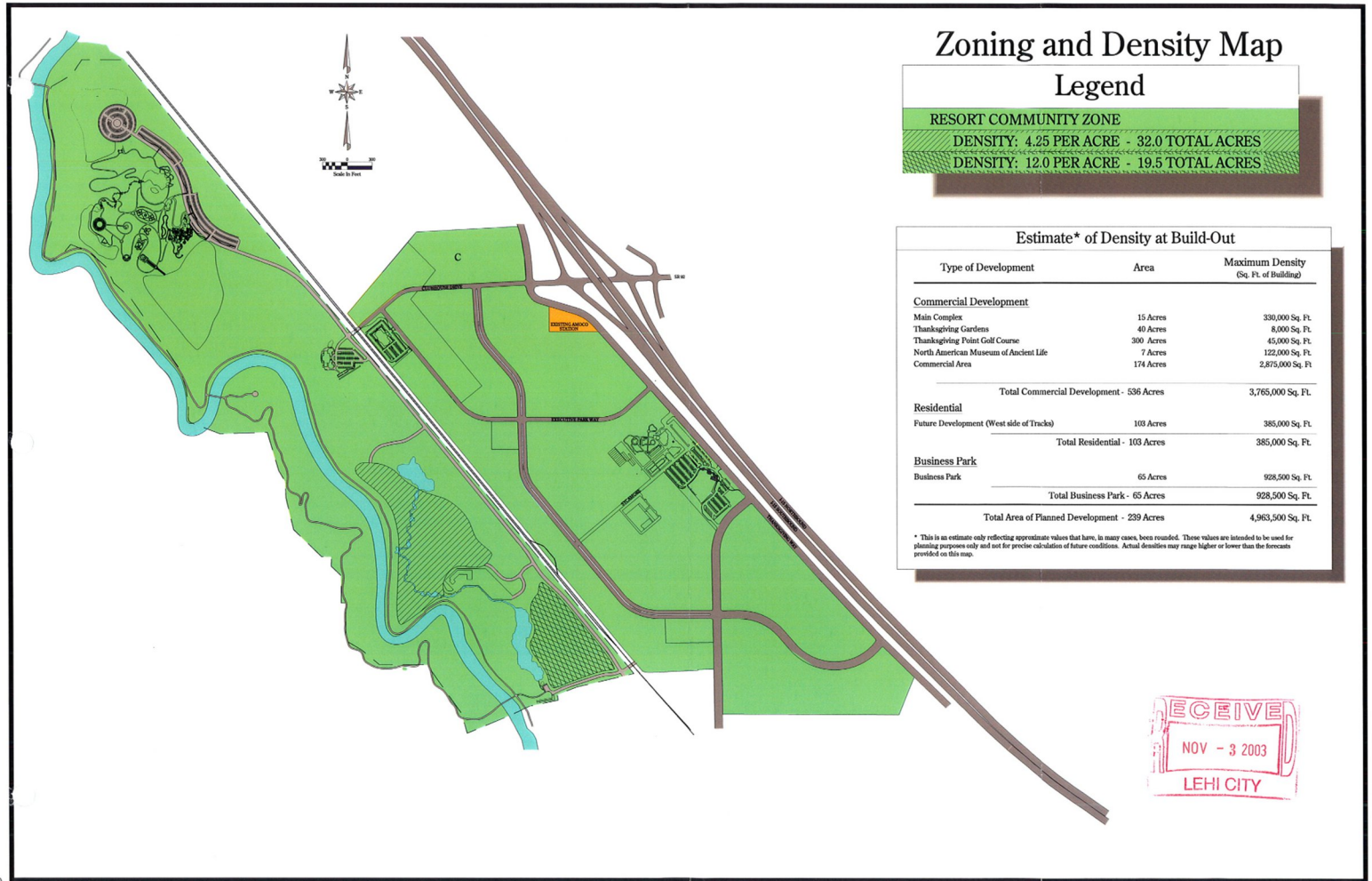
Thanksgiving Point Gardens and Golf Course (West Side of Jordan River)

COM E 78.85 FT FR W Ü4 COC SEC. 36 T4S RIW SLB&M.; S 89 DEG 58'1"E 719.17 FT; S 31 DEG 52'48"E 123.12 FT; S 11 DEG 39'50"Y 262.3 FT; S 15 DEG 38'57" w-E182.36 FT; S 28 DEG 17'19"E 157.49 FT; S 26 DEG 53'35" E 225.36 FT; S 23 DEG 4'1"E 195.29 FT; S 47 DEG 29'31"E 126.19 FT; S 49 DEG 15'28"E 240.06 FT; S 50 DEG 1'35" E 144.88 FT; S 52 DEG 47'56"E 119.15 FT; S 39 DEG 38'26"E 96.96 FT; S 28 DEG 18'20" E 122.12 FT; S 20 DEG 55'7" E 104.63 FT; S 4 DEG 11'45" E 226.36 FT; S 14 DEG 21'6"E 221.2 FT; S 1 DEG i 6'3"W 131.75 FT; S 5 DEG 53'42" W 130.95 FT; S 4 DEG 53'35" W 140.26 FT; S 7 DEG 10'58" W 135.59 FT; S 4 DEG 16'39" E 194.75 FT; S 16 DEO 20'54" E 146.22 FT; S 37 DEG 47'2" E 65.41 FT; S 56 DEG 1'52" E 66.5 FT; S 80 DEG 47'16"E 136.23 FT; N 81 DEG 50'5" E 99.42 FT; N 66 DEG 26'6" E 61.23 FT; N 52 DEG 55'24" E 102.23 FT; N 44 DEG 19'35" E 163.11 FT; N 40 DEG 17'16"E 101.21 FT; N 43 DEG 58' 46" E 75.31 FT; N 56 DEO 48'54" E 22.46 FT; N 68 DEG 51'19" E 18.98 FT; N 77 DEG 55'24" E 15.58 FT; N 81 DEG 26'51" E 15.06 FT; S 81 DEG 58'31" E 14.82 FT; S 50 DEG 8'51" E 14.89 FT; S 36 DEG 24'26" E 10.3 FT; S 29 DEG 59'48" E 50.32 FT, S 13 DEG 4'2" E 278.65 FT; S 22 DEG 59'44" E 97.72 FT, S 28 DEG 52'6" E 141.02 FT; S 47 DEG 5' 56" E 32.36 FT; S 24 DEG 15'28" E 127.33 FT; S 55 DEO 53'46" E 106.42 FT; S 41 DEG 54'35" E 177.82 fiT; S 60 DEG 36'21" E 79.16 FT; S 46 DEG 51'27" E 19.24 FT; S 33 DEG 4'34" E 53.83 FT; S 43 DEG 22'29" E 43.53 FT; S 58 DEO 56'21"E 42.32 FT; S 41 DEG 10'5" E 79.18 FT; S 33 DEG 30'33"E 126.2 FT; S 67 DE(I 23'54" W 590.61 FT; N 16 DEG 17'58" W 251.45 FT; N 35 DEG I3'44"W 716.19 FT; N 89 DEG 35'35"W 581.25 FT; N 50 DEG 21'9" W 274.81 FT; N 59 DEG 30'1"W 219.99 FT; N 0 DEG 9'5" W 456.67 FT; N 89 DEG S5'18"W 52.72 FT; N 0 DEG 4'8" W 329.17 FT; N 45 DEG 57'46"W 165.1 FT; N 1 DEG 0'28" E 114.51 FT; N 8b DEG 47'16"W 121.58 FT; N 45 DEG 45'7"W 467.35 FT; N 13 DEG 28'44"W 397.08 FT; N 1 DEG 56'29" W 196.16 FT; N 30 DEG 45'52" W 153.78 FT; N 16 DEG 18'35" W 484.38 FT; S 88 DEG 0'27" W 567.05 FT; N 0 DQG 6'45" E 383.55 FT; N 12 DEG 19'17" E 83.55 FT; N 20 DEG 32'54" E 70.72 FT; N 31 DEG 2'56" E 71.18 FT TO BEG. AREA 64.657 AC.

Thanksgiving Point Golf Course (West Side of Jordan River)

COM N 63.47 FT & E 108.61 FT FR W /< COR. SEC. 36 T4S RIW SLB&M.; N 39 DEG 41'19" E 2.59 FT; N 54 DEG 58'51" E 78.65 FT; N 60 DEG 23.'34" E 100.27 FT; N 60 DEG 48' 59" E 85.16 FT; N 70 DEG 34'8" E 100,03 FT; N 77 DEG 34'20"E 84.03 FT; S 76 DEG 10 '14" E 80.11 FT; S 59 DEG 47'38" E 86.93 FT; S 42 DEG 31'9"E 171.86 FT; W 673.05 FT TO BEG. AREA 1.803 AC.

Exhibit B



Action Requested:

Amend the current Thanksgiving Point Area Plan to permit Automobile service and repair. Specifically, modify line 24 from “Not Permitted” to “Permitted” as shown in the attached.

1. Reason and Justification for the Proposed Amendment

The proposed amendment seeks to modify the current Thanksgiving Point Area Plan to include “Automobile service and repair” as a permissible use in the designated area – see attached pdf entitled “Proposed Amendment - Thanksgiving Point Area Plan - 2024-06-24.”

The proposed use of Automobile service and repair has already been approved by the Planning Committee and City Council. As evidence, please see the relevant page from STACK DEVELOPMENT’s Table of Land Uses that demonstrates “Automobile service and repair” as a permitted use – see attached pdf entitled “STACK Amendment Automobile service and repair TP Area Plan.”

The purpose in moving forward independent of STACK DEVELOPMENT is due to the pending sale of the subject property to a group that offers automobile service and repair services, specifically, oil changing services. The contract for sale includes a provision that requires the land use amendment to be recorded by August 1st.

We, as the seller, have been relying upon STACK DEVELOPMENT for the recordation of the above referenced amendment since the beginning of 2024. However, despite continual yet unmet recordation timelines given to us by STACK, it’s unclear whether Stack will record the amendment prior to the referenced August 1st deadline. As such, we are trying to move forward independent from STACK (we have no affiliation with STACK) to ensure we don’t jeopardize the pending sale.

As support for this already approved amendment, this change is justified by the growing demand for automotive-related services due to the increasing number of residents and businesses in the area. As the population and commercial activities expand, the need for accessible and convenient automotive services, including maintenance, repairs, and other related functions, becomes essential. By permitting automotive services, the community can better meet the needs of its residents and businesses, thereby enhancing overall satisfaction and functionality within the area.

2. Effect of the Proposed Amendment on the Approved Area Plan and Surrounding Area

The proposed amendment will integrate seamlessly with the existing approved area plan. The inclusion of automotive services will complement the current mix of fueling stations, hotels, restaurants, and office buildings. This addition will not disrupt the existing land uses but rather provide a necessary service that supports the daily operations of these establishments. Automotive services are a logical extension of the current uses, as they directly support both individual transportation needs and the operational efficiency of businesses. Moreover, careful planning and zoning regulations will ensure that the introduction of automotive services does not negatively impact the aesthetic or environmental quality of the area.

3. Suitability of the Properties for the Use Requested

The properties identified for the inclusion of automotive services are ideally suited for this purpose. They are strategically located near major transportation routes, Maverik fueling station and various restaurants, making them easily accessible for residents and businesses alike. The current area plan, which includes fueling stations, hotels, restaurants, and office buildings, indicates a high traffic flow and a need for related automotive services. The properties' size, location, and infrastructure make them perfect candidates for accommodating automotive service facilities without requiring significant alterations or causing disruption to the existing land uses. Additionally, these properties possess adequate space for the safe and efficient operation of automotive services, ensuring minimal interference with surrounding businesses and residential areas.

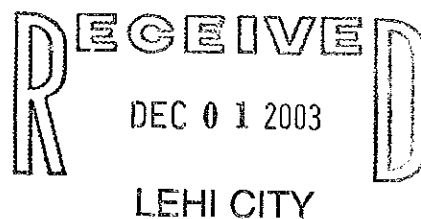
4. Gain to the Public Health, Safety, and Welfare and Overall Community Benefit

The proposed amendment will significantly enhance public health, safety, and welfare by providing essential automotive services that support the community's transportation infrastructure. Easy access to automotive services ensures that vehicles are well-maintained, reducing the likelihood of accidents due to mechanical failures. This contributes to safer road conditions for all users. Additionally, the availability of nearby automotive services reduces travel time and distance for maintenance and repairs, leading to decreased vehicle emissions and a lower environmental impact.

From an economic perspective, the introduction of automotive services will create job opportunities and stimulate local economic growth. The presence of these services can attract more businesses and visitors to the area, further enhancing the vitality and attractiveness of the community. Overall, the proposed amendment will foster a more self-sufficient, resilient, and economically vibrant community, ultimately benefiting all stakeholders.

In conclusion, the proposed amendment to include automotive services in the land use map is a well-justified, strategic enhancement that aligns with the current and future needs of the community. It promises substantial benefits in terms of public health, safety, welfare, and economic growth, ensuring the area continues to thrive and serve its residents and businesses effectively.

	COMMERICAL/ NONRESIDENTIAL USES	ACCEPTANCE
21	Accessory buildings and uses incidental to an authorized use	Permitted
22	Adult day care	Not Permitted
23	Automobile sales/ rental	Permitted
24	Automobile service and repair	~~Not Permitted~~ Permitted
25	Building maintenance services	Conditional
26	Building Materials Supply Store with no outside storage	Permitted
27	Building Materials Supply Store with outside storage	Conditional
28	Campground	Permitted
29	Car Wash	Permitted
30	Commercial Laundries, Linen Service, Diaper Service	Not Permitted
31	Commercial Parking Lot/ Structure	Permitted
32	Commercial Recreations Facility	Permitted
33	Conference Center, Convention Center	Permitted
34	Convenience store, with or without gasoline sales	Permitted
35	Child Day-care (in home)	Conditional
36	Child Day- care (Commercial)	Permitted
37	Construction Sales (No outside storage or yard)	Permitted
38	Construction Service	Not Permitted
39	Equipment Sales and Rental	Not Permitted
40	Financial Institutions and Services	Permitted
41	Financial Institutions and Services with drive through facilities	Permitted
42	Funeral home	Not Permitted
43	Furniture Repair	Not Permitted



Thanksgiving Point
Table of Land Uses

Conditional: Use may be permitted if formally accepted by. Arch Committee and City at a public hearing

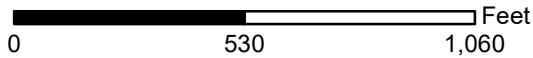
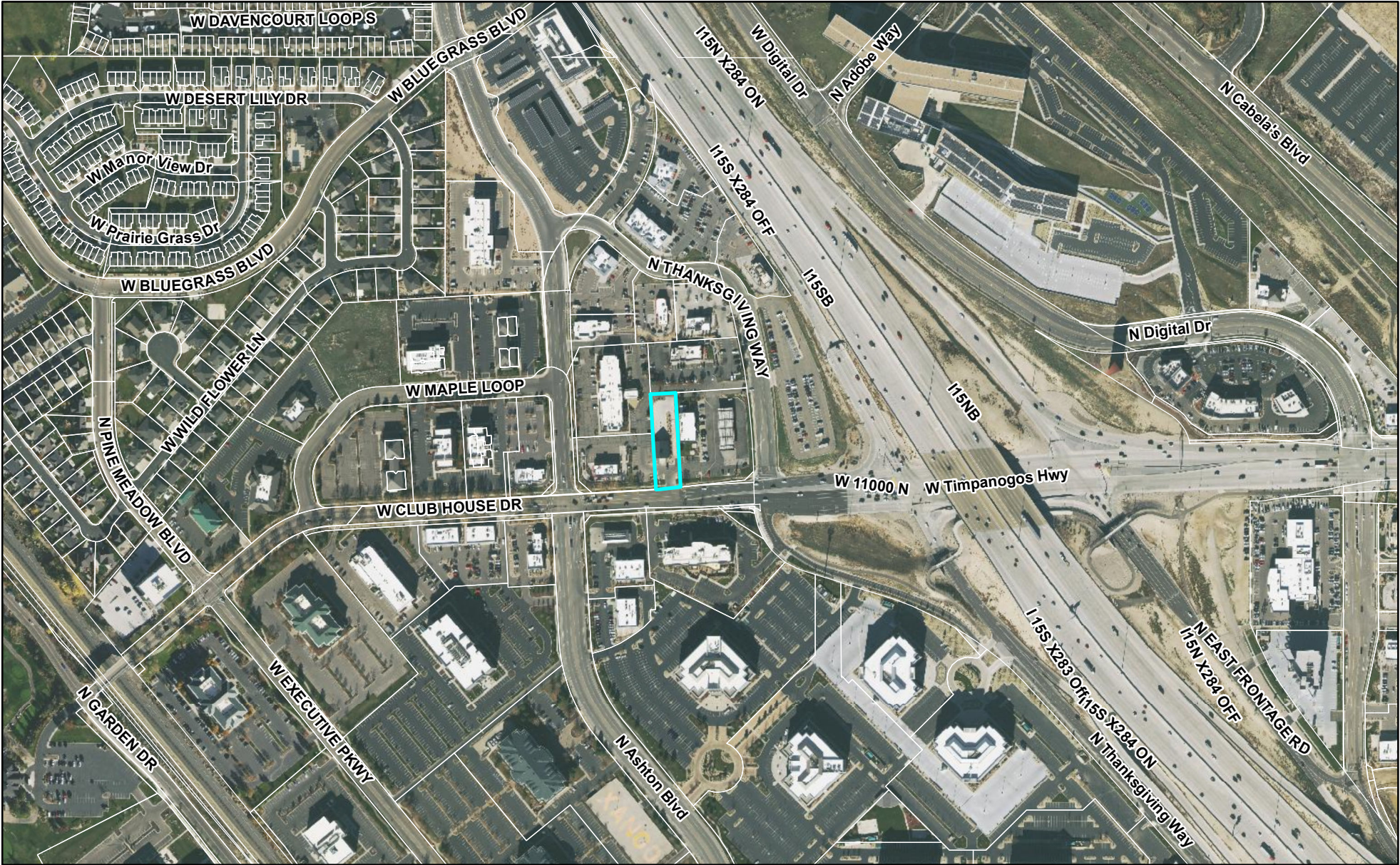
Permitted: The use shall be permitted by Ordinance within the boundaries of the property

Not Permitted: The use shall be restricted by Ordinance from being within the boundaries of the property(Blanks represent Not Permitted)

Residential Uses	TS TOD	Mixed-Use	Commercial	Educational	Business Park	Golf Course/Gardens	Single Family Res.
Accessory Dwelling Unit (refer to Lehi ADU Restricted Areas Map)							
Bed and Breakfast Inn	P	P	P				
Dwelling unit above ground floor	P	P					
Dwelling unit for caretaker/security guard (must be with in primary structure and not as an accessory unit)	P	P	P	P	P		
Juvenile Group Home							
Modular Home							
Mixed-use single family residential and commercial structure/project complying with the use and development standards	P	P					
Nursing Home			P				
Residential Facilities for Elderly Persons	P	P	P				
Residential Facilities for Persons with Disability	C	C		C			
Retirement Home/Center	P	P	P				
Single-Family Dwelling							P
Townhouses/Condominiums	P	P					
Mixed-use Commercial and Stacked Residential above Commercial	P	P					
Multi-family Dwelling	P	P					
Resort Uses	TS TOD	Mixed-Use	Commercial	Educational	Business Park	Golf Course/Gardens	Single Family Res.
Convenience store, with gasoline sales			P		P		
Convenience store, without gasoline sales	P	P	P	P	P		
Church (places of worship)	P	P	P	P	P		P
Cultural, artistic, and educational uses, such as museums, galleries, performing arts studios	P	P	P	P		P	
Golf Courses and Country Clubs						P	
Hotels & Motels	P	P	P		P		
Open Space, Trails and Greenways	P	P	P	P	P	P	P
Parks and Playgrounds	P	P	P	P	P	P	P
Public Buildings, Utility Buildings and Facilities	P	P	P	P	P	P	P
Restaurant	P	P	P	P	P		
Restaurant, fast food with drive up window(s)			P		P		
Schools	P	P	P	P	P		P
Sporting Facilities, Arenas	P	P	P	P	P	P	
Sports Field	P	P	P	P	P	P	P
Theater	P	P	P	P	P		
Non-Resort Commercial Uses	TS TOD	Mixed-Use	Commercial	Educational	Business Park	Golf Course/Gardens	Single Family Res.
Accessory buildings and uses incidental to an authorized use	P	P	P	P	P		
Adult day care	P	P	P	P	P		
Artisan Shop	P	P	P	P	P		
Athletic Instruction, including Dance, Gymnastics, and Martial Arts	P	P	P	P	P		
Automobile sales/rental			P				
Automobile service and repair			P				
Bakery, Retail	P	P	P	P	P		
Brewpub	P	P	P		P		
Building maintenance services							
Building Materials Supply Store with no outside storage			P		P		
Campground							
Car Wash			P				
Commercial Laundries, Linen Service, Diaper Service					P		
Commercial Parking Lot/Structure	P	P	P	P	P		
Commercial Recreations Facility	P	P	P	P	P		
Conference Center, Convention Center	P	P		P			
Child Day-care (Commercial)	P	P	P	P			
Construction Sales (No outside storage or yard)					C		
Construction Service					C		
Data Center (Less than 30,000 SF Footprint)		P	P		P		
Data Center					P		
Dog Care Facility	P	P	P	P	P		
Dry Cleaners	P	P	P	P	P		
Equipment Sales and Rental					C		

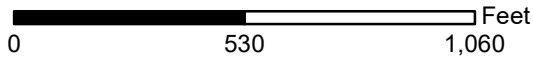
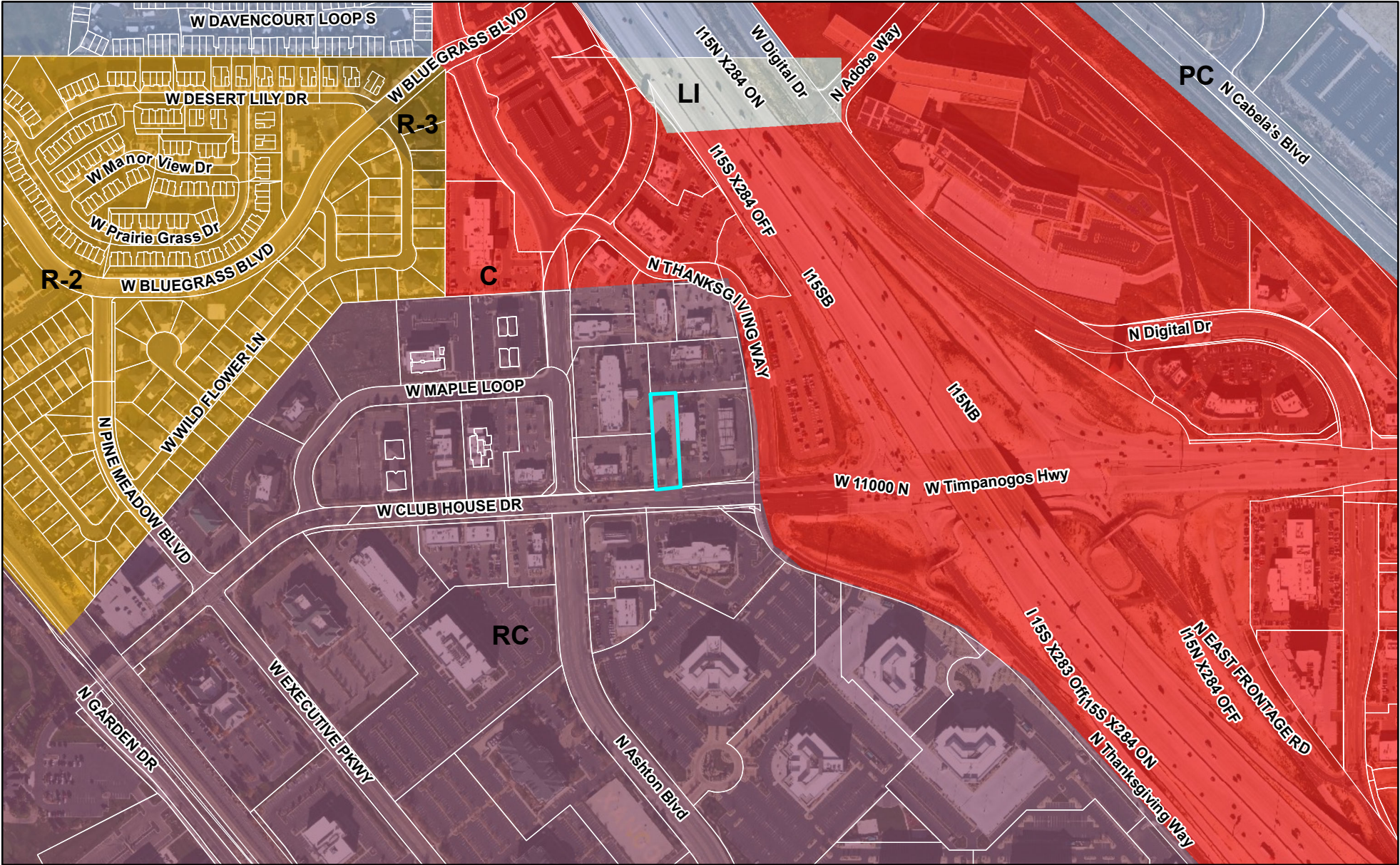
Thanksgiving Point Area Plan Amendment - Automobile Service

Aerial Map



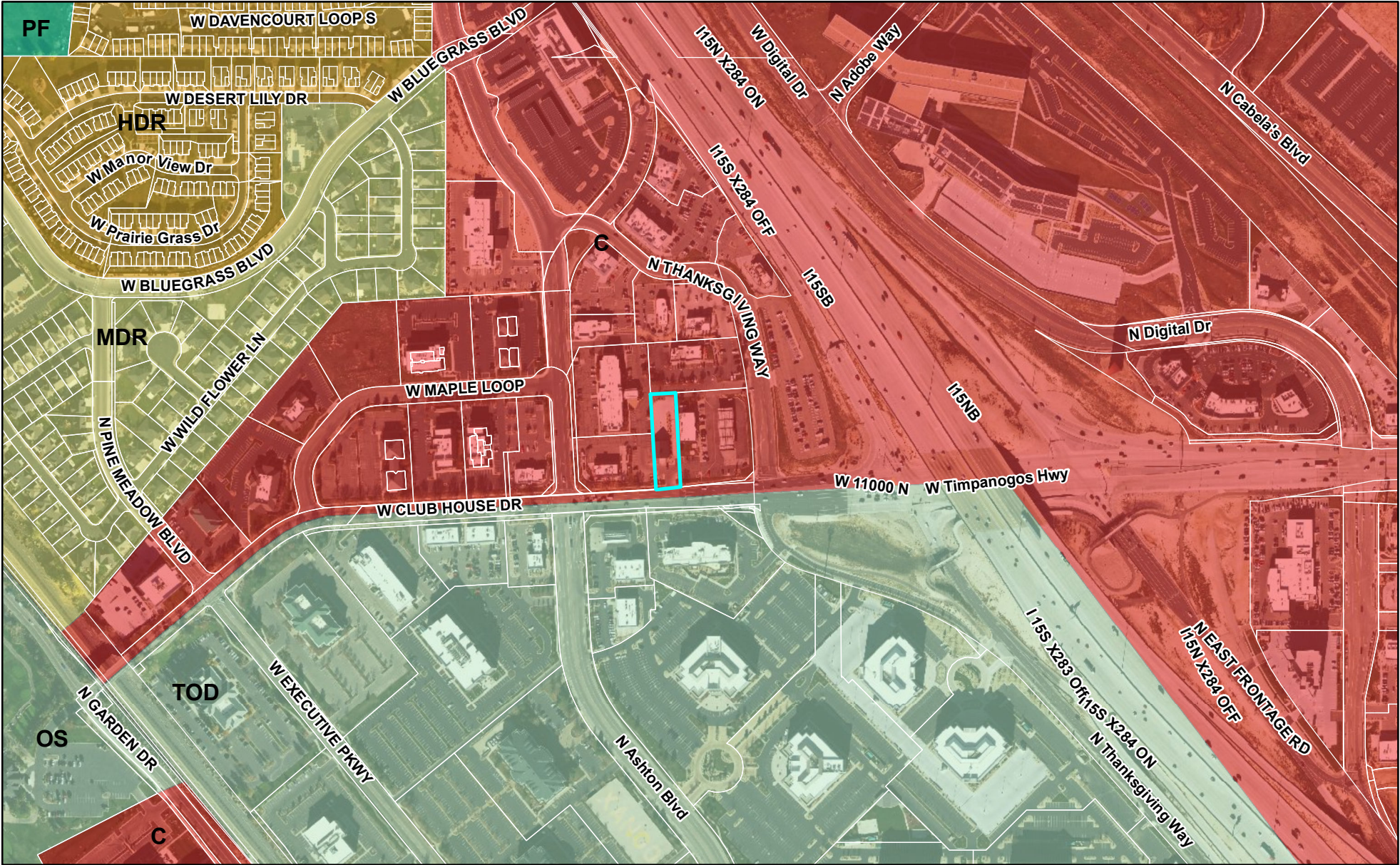
Thanksgiving Point Area Plan Amendment - Automobile Service

Zoning Map



Thanksgiving Point Area Plan Amendment - Automobile Service

General Plan Map



0 530 1,060 Feet

City Council Agenda Item Report

Meeting Date: July 23, 2024

Submitted By: Teisha Wilson

Submitting Department:

Item Type: Public Hearing

Agenda Section: Regular Agenda

Subject:

Public Hearing to receive input respective to the LBR study, report, and recommendation for the Creation of a New School District.

Suggested Action:

Attachments:

[New-Central-School-District-Findings-6.18.2024.pdf](#)

[New-Central-School-District-Feasibility-Study-6.18.2024-Work-Session.pptx.pdf](#)

MEMORANDUM

To: David Bunker, David Dobbins, Chandler Goodwin, Shane Sorensen, Jason Walker, Erin Wells
From: LRB Public Finance Advisors
Date: June 18, 2024
RE: New Central School District Feasibility Study Findings

Pursuant to UCA 53G-3-301.4(7)(b), LRB was commissioned to assess the financial viability, the financial impact, and the tax impact of the creation of a new school district made up of the municipal boundaries of Lehi, Highland, Alpine, Cedar Hills, American Fork, and the portion of Draper that is within Utah County (the New Central District). This analysis focuses primarily on the impacts of creating a new school district and reviewing the impacts to major funds including the General Fund, Capital Projects Fund and Debt Service Fund. It outlines projections based on reasonable assumptions and available data from Alpine School District (ASD), the Utah State Board of Education (USBE) and other sources. This report also includes projections regarding start-up costs and the potential for new capital facilities as currently contemplated by ASD. The financial analysis concludes by outlining the tax burden on property owners within the proposed new school district.

This study assumes that a new district consisting of the municipalities of Eagle Mountain, Saratoga Springs, Cedar Fort, and Fairfield (the New West District) will be created, as the New West District has entered into an Interlocal Agreement to begin the creation of a new school district.¹ Therefore, the Reorganized District in this study includes the cities of Lindon, Orem, Vineyard, and Pleasant Grove.

BASE FINANCIAL ASSUMPTIONS

The enrollment projections developed use FY 2023 projected enrollment growth from ASD as the base. For purposes of determining the projected enrollment, LRB evaluated historic enrollment data from ASD for each City within ASD and applied an annual average growth rate (AAGR) to subsequent years that aligns with those findings.

The ratio of enrollment for each district was used to forecast weighted pupil units (WPU). The number of WPUs provided to each school district within the State is based on number of students enrolled, number of special education students, and other weighted factors. Beginning in 2025, the forecasted WPUs are calculated based on an historic average of 0.996 WPUs per student (calculated using WPU data from ASD FY 2024 estimates). WPUs are calculated for each district based on percent enrollment and average WPUs per student.

TABLE 1.1: ENROLLMENT AND WPU PROJECTIONS

FISCAL YEAR	ASD (AS CURRENTLY CONSTITUTED)		NEW CENTRAL DISTRICT		REORGANIZED ^[2] ASD		NEW CENTRAL DISTRICT % OF TOTAL	REORGANIZED DISTRICT % OF TOTAL
	ENROLLMENT	WPUs	ENROLLMENT	WPUs	ENROLLMENT	WPUs		
2023 ^[1]	84,668	81,170	34,812	33,374	25,672	24,611	41.12%	30.32%
2024	84,250	83,939	34,606	34,478	24,964	24,872	41.08%	29.63%
2025	85,252	84,937	35,078	34,948	24,632	24,542	41.15%	28.89%
2026	86,323	86,005	35,579	35,448	24,311	24,221	41.22%	28.16%
2027	87,466	87,144	36,111	35,978	24,000	23,911	41.29%	27.44%

¹ Saratoga Springs. (May 21, 2024). *Notice of the Possible Creation of a New School District, Receipt of Feasibility Studies, the Beginning of a 45-Day Public Comment Period, and Public Hearings with the City Council*. <https://www.saratogasprings-ut.gov/492/Public-Notices>

FISCAL YEAR	ASD (AS CURRENTLY CONSTITUTED)		NEW CENTRAL DISTRICT		REORGANIZED ^[2] ASD		NEW CENTRAL DISTRICT % OF TOTAL	REORGANIZED DISTRICT % OF TOTAL
	ENROLLMENT	WPUs	ENROLLMENT	WPUs	ENROLLMENT	WPUs		
2028	88,682	88,355	36,674	36,539	23,698	23,610	41.35%	26.72%
2029	89,973	89,641	37,269	37,131	23,405	23,319	41.42%	26.01%

^[1] Projections reflect ASD projections (see *Alpine School District Reconfiguration Data, May 8, 2024*).

^[2] Reorganized ASD assumes New West District creation due to the notice to begin the creation of a new school district.

Taxable value is fundamental to projections of future fiscal impact on the New Central District and the division of assets and liabilities, including debt. Taxable value forms the basis for local revenues, as well as the ability of a district to bond for capital infrastructure.² Based on historic certified tax rate data for Lehi, Highland, Alpine, Cedar Hills, American Fork, and the portion of Draper, this analysis assumes the New Central District would experience an estimated three percent new growth multiplier, with the Reorganized District at 0.5 percent. To determine taxable value growth for ASD, new growth from the New Central District, New West District (Eagle Mountain, Saratoga Springs, Cedar Fort, and Fairfield) and the Reorganized District were added together to reflect total new growth for ASD. Based on these assumptions, it is estimated that the New Central District's taxable value will slightly decrease from 45 percent of the taxable value in 2025 to 44 percent by 2029, due to higher projected growth in the New West District.

TABLE 1.2: FORECASTED TAXABLE VALUE

FISCAL YEAR	ASD	NEW CENTRAL DISTRICT	REORGANIZED ^[1] ASD	NEW CENTRAL DISTRICT % OF TOTAL	REORGANIZED DISTRICT % OF TOTAL
2025	\$55,064,613,951	\$24,662,757,432	\$18,940,115,371	45%	34%
2026	\$56,816,136,543	\$25,402,640,155	\$19,034,815,948	45%	34%
2027	\$58,663,684,263	\$26,164,719,359	\$19,129,990,028	45%	33%
2028	\$60,613,793,784	\$26,949,660,940	\$19,225,639,978	44%	32%
2029	\$62,673,491,241	\$27,758,150,768	\$19,321,768,178	44%	31%
AAGR	3.29%	3.00%	0.50%		

^[1] Reorganized ASD assumes New West District creation due to the notice to begin the creation of a new school district.

A comparison of the taxable value per student illustrates that the New Central District is slightly higher than projected for the Reorganized ASD. The higher taxable value will provide the New Central District with more local revenues per pupil but will impact to some degree some decrease in State revenues relative to ASD, as discussed in the General Fund analysis of this report.

TABLE 1.3: COMPARISON OF TAXABLE VALUE RATIOS (FY 2023)

	TOTAL VALUE	TV % OF TOTAL	ENROLLMENT	% ENROLLMENT	TV PER STUDENT
ASD	\$50,111,489,706	100%	84,668	100%	\$591,859
New Central District	\$23,247,014,263	46%	34,812	41%	\$667,787
Reorganized ASD ^[1]	\$17,037,879,808	34%	25,672	30%	\$663,676

^[1] Reorganized ASD assumes New West District creation due to the notice to begin the creation of a new school district.

GENERAL FUND ANALYSIS

The General Fund includes all financial resources necessary for the general operation of the District, including instructional employment costs (72 percent of the 2024 budget). The General Fund is comprised of three major revenue sources: local, state and federal. Local funding is generated through the property taxes collected by

² UCA 53G-3-307(3)

the County. State Funds are distributed based on WPU assumptions and federal funds are earmarked for special purposes such as special education, special programs, vocational education, and nutrition services.

As a ratio of local revenues per pupil, the New Central District is projected to receive higher local revenues per pupil than the other scenarios due to a higher taxable value per student. It is anticipated that State funds³ will be decreased to account for increased local revenues as illustrated in Table 1.4.

TABLE 1.4: FORECASTED GENERAL FUND REVENUES

FY	LOCAL REVENUE	STATE REVENUE	STATE ADD-ON	FEDERAL	TOTAL	PER STUDENT					DIFFERENCE FROM ASD
						LOCAL	STATE	STATE ADD-ON	FEDERAL	TOTAL	
ASD											
2025	\$203,639,934	\$542,516,755	\$51,863,517	\$34,492,270	\$832,512,476	\$2,389	\$6,364	\$608	\$405	\$9,765	
2026	\$209,985,402	\$565,798,557	\$53,639,244	\$35,624,369	\$865,047,572	\$2,433	\$6,554	\$621	\$413	\$10,021	
2027	\$216,673,754	\$591,322,675	\$55,842,371	\$36,818,045	\$900,656,845	\$2,477	\$6,761	\$638	\$421	\$10,297	
2028	\$223,728,072	\$618,386,599	\$58,146,958	\$38,076,521	\$938,338,150	\$2,523	\$6,973	\$656	\$429	\$10,581	
2029	\$231,173,158	\$647,085,882	\$60,620,904	\$39,403,198	\$978,283,141	\$2,569	\$7,192	\$674	\$438	\$10,873	
NEW CENTRAL DISTRICT											
2025	\$91,203,898	\$220,728,779	\$22,100,242	\$14,192,223	\$348,225,143	\$2,600	\$6,293	\$630	\$405	\$9,927	\$162
2026	\$93,889,874	\$230,736,753	\$22,903,912	\$14,683,020	\$362,213,558	\$2,639	\$6,485	\$644	\$413	\$10,181	\$159
2027	\$96,656,679	\$241,724,834	\$23,918,653	\$15,200,569	\$377,500,735	\$2,677	\$6,694	\$662	\$421	\$10,454	\$157
2028	\$99,506,747	\$253,408,862	\$25,011,003	\$15,746,270	\$393,672,883	\$2,713	\$6,910	\$682	\$429	\$10,734	\$154
2029	\$102,442,584	\$265,833,418	\$26,213,959	\$16,321,599	\$410,811,559	\$2,749	\$7,133	\$703	\$438	\$11,023	\$150
REORGANIZED DISTRICT ^[1]											
2025	\$70,130,307	\$151,397,116	\$13,038,817	\$9,966,153	\$244,532,393	\$2,847	\$6,146	\$529	\$405	\$9,927	\$162
2026	\$70,539,843	\$153,976,526	\$13,081,693	\$10,032,868	\$247,630,929	\$2,902	\$6,334	\$538	\$413	\$10,186	\$165
2027	\$70,953,586	\$156,876,561	\$13,230,935	\$10,102,433	\$251,163,515	\$2,956	\$6,537	\$551	\$421	\$10,465	\$168
2028	\$71,371,629	\$159,871,121	\$13,387,711	\$10,174,893	\$254,805,354	\$3,012	\$6,746	\$565	\$429	\$10,752	\$171
2029	\$71,794,065	\$162,963,168	\$13,571,294	\$10,250,293	\$258,578,820	\$3,067	\$6,963	\$580	\$438	\$11,048	\$175

^[1] Reorganized ASD assumes New West District creation due to the notice to begin the creation of a new school district.

General fund expenditures for each district scenario have been estimated based on existing ASD budget expenditures. LRB used ASD FY 2024 budget growth rates, analyzed each expenditure function to determine any duplication of expenditures, and apportioned expenditures based on two financial scenarios.

SCENARIO 1

The first financial scenario primarily apportioned general fund expenditures on a percentage of enrollment basis for the following expenditure functions: instruction, student support services, instructional support services, and student transportation services. Operation and maintenance of plant expenditures are apportioned based on the percent of district facilities within each district, with district administration and central support functions primarily being based on the percent of full-time equivalent (FTE) employees, including duplicate administrative facilities. Last, school administration expenditures were determined using the percentage of schools within each district. Under this scenario, the most recent ASD budget estimates were

³ UCA 53F-3

used as the base (FY 2024) and LRB inflated expenditures for subsequent years,⁴ (2.5% for employment costs 1% for other) plus an additional enrollment multiplier based on WPU growth.

TABLE 1.5. GENERAL FUND EXPENSE ASSUMPTIONS COMPARISON

	2024 ENROLLMENT % OF TOTAL	WPU GROWTH MULTIPLIER	CURRENT SCHOOL COUNT % OF TOTAL	CURRENT FACILITIES COUNT % OF TOTAL	ALL FACILITIES COUNT % OF TOTAL	MGT STUDY EXPENSE ALLOCATION
ASD	100%	1.50%	100%	100%	100%	100%
New Central District	41%	1.70%	40%	60%	42%	43%
Reorganized ASD	30%	-1.20%	36%	20%	35%	34%

Under Scenario 1, it is anticipated that the division of ASD could result in a combined duplicated O&M cost of approximately \$4.9M in 2025 for all districts. This is a result of duplicate administrative expenses necessary for multiple districts. For the first financial scenario, the New Central District is projected to have higher per pupil expenditures relative to ASD in the early years. This is a result of the higher ratio of duplicate administrative costs as well as the enrollment multiplier, in which the New Central District has higher projection growth relative to the District as shown in **Table 1.6**.

TABLE 1.6. SCENARIO 1 GENERAL FUND SUMMARY

YEAR	TOTAL GF REVS	GF REVS PER STUDENT	TOTAL GF EXPENDITURES	GF EXPENDITURES PER STUDENT	NET GF	NET GF PER STUDENT
ASD						
2025 ²	\$832,512,476	\$9,765	\$849,702,675	\$9,967	(\$17,190,199)	(\$202)
2026	\$865,047,572	\$10,021	\$881,120,853	\$10,207	(\$16,073,281)	(\$186)
2027	\$900,656,845	\$10,297	\$913,731,490	\$10,447	(\$13,074,645)	(\$149)
2028	\$938,338,150	\$10,581	\$947,580,697	\$10,685	(\$9,242,548)	(\$104)
2029	\$978,283,141	\$10,873	\$982,716,394	\$10,922	(\$4,433,253)	(\$49)
NEW CENTRAL DISTRICT						
2025	\$348,225,143	\$9,927	\$355,054,804	\$10,122	(\$6,829,660)	(\$195)
2026	\$362,213,558	\$10,181	\$368,845,241	\$10,367	(\$6,631,683)	(\$186)
2027	\$377,500,735	\$10,454	\$383,184,751	\$10,611	(\$5,684,016)	(\$157)
2028	\$393,672,883	\$10,734	\$398,095,597	\$10,855	(\$4,422,714)	(\$121)
2029	\$410,811,559	\$11,023	\$413,600,958	\$11,098	(\$2,789,399)	(\$75)
REORGANIZED DISTRICT^[1]						
2025	\$244,532,393	\$9,927	\$251,283,519	\$10,201	(\$6,751,126)	(\$274)
2026	\$247,630,929	\$10,186	\$253,571,859	\$10,430	(\$5,940,929)	(\$244)
2027	\$251,163,515	\$10,465	\$255,890,244	\$10,662	(\$4,726,729)	(\$197)
2028	\$254,805,354	\$10,752	\$258,239,048	\$10,897	(\$3,433,695)	(\$145)
2029	\$258,578,820	\$11,048	\$260,618,648	\$11,135	(\$2,039,828)	(\$87)

^[1] Reorganized ASD assumes New West District creation due to the notice to begin the creation of a new school district.

^[2] ASD begins at a slight deficit due to changes in projected state funding and inflation in General Fund expenses. While ASD may adjust spending to mitigate this funding shortfall for comparison purposes, this analysis assumes the calculated funding and expense when making comparison between scenarios.

⁴ See ASD FY2024 Budget, p. 147 for inflationary increases utilized.

SCENARIO 2

Under the second financial scenario, expenditure functions are largely allocated based on the percentages used in the existing April 2024 MGT Reconfiguration Feasibility Study (see Table 1.5)⁵, with operation and maintenance of plant expenditure functions allocated based on the proportion of total education and district facilities within each district and student transportation services expenditures allocated on an enrollment basis. Similarly, the most recent ASD budget estimates were utilized as the base (FY 2024) and LRB inflated expenditures for subsequent years. However, this scenario does not apply the additional enrollment multiplier based on WPU growth to the expense projections. Instead, new operational and maintenance (O&M) costs were added to the projected cost to capture the additional costs of the proposed school buildings.⁶ New O&M costs were calculated using general fund expenditure by location data from the District.

Under Scenario 2, it is anticipated that the division of ASD could result in a combined duplicated O&M cost of approximately \$6.1M in 2025 for all districts. This is a result of duplicate administrative expenses necessary for multiple districts. Using the MGT allocation methodology, the New Central District is projected to have higher per pupil expenditures relative to ASD in the early years. Similar to the first scenario, this is a result of the higher ratio of duplicate administrative costs as well as the higher ratio of expense apportioned the New Central District as shown in **Table 1.7**.

TABLE 1.7. GENERAL FUND SUMMARY BASED ON MGT ALLOCATION

YEAR	TOTAL GF REVS	GF REVS PER STUDENT	TOTAL GF EXPENDITURES	GF EXPENDITURES PER STUDENT	NET GF	NET GF PER STUDENT
ASD						
2025	\$832,512,476	\$9,765	\$837,145,493	\$9,820	(\$4,633,016)	(\$54)
2026	\$865,047,572	\$10,021	\$877,152,177	\$10,161	(\$12,104,605)	(\$140)
2027	\$900,656,845	\$10,297	\$921,562,814	\$10,536	(\$20,905,970)	(\$239)
2028	\$938,338,150	\$10,581	\$949,871,962	\$10,711	(\$11,533,813)	(\$130)
2029	\$978,283,141	\$10,873	\$970,719,922	\$10,789	\$7,563,219	\$84
NEW CENTRAL DISTRICT						
2025	\$348,225,143	\$9,927	\$357,221,191	\$10,184	(\$8,996,048)	(\$256)
2026	\$362,213,558	\$10,181	\$371,481,067	\$10,441	(\$9,267,509)	(\$260)
2027	\$377,500,735	\$10,454	\$379,541,605	\$10,510	(\$2,040,871)	(\$57)
2028	\$393,672,883	\$10,734	\$387,789,982	\$10,574	\$5,882,901	\$160
2029	\$410,811,559	\$11,023	\$396,230,727	\$10,632	\$14,580,833	\$391
REORGANIZED DISTRICT^[1]						
2025	\$244,532,393	\$9,927	\$265,932,200	\$10,796	(\$21,399,808)	(\$869)
2026	\$247,630,929	\$10,186	\$271,646,582	\$11,174	(\$24,015,653)	(\$988)
2027	\$251,163,515	\$10,465	\$277,493,465	\$11,562	(\$26,329,950)	(\$1,097)
2028	\$254,805,354	\$10,752	\$283,476,037	\$11,962	(\$28,670,684)	(\$1,210)
2029	\$258,578,820	\$11,048	\$289,597,566	\$12,373	(\$31,018,745)	(\$1,325)

^[1] Reorganized ASD assumes New West District creation due to the notice to begin the creation of a new school district.

⁵ District Configuration Information, Alpine School District, <https://alpineschools.org/configuration/>

⁶ It is assumed that increases to O&M expenses due to the construction of new elementary and high schools are accounted for based on the first scenario's methodology based on enrollment. However, to capture the impacts of the new schools on ASD, the New District and the Reorganized District, additional O&M expenses are added to the pro forma for the second scenario.

While the New Central District is projected to have a fund deficit initially upon creation, both financial scenarios presented illustrate the New Central District may overcome the General Fund deficit within the study period or within the 10-year horizon.

CAPITAL PROJECTS ANALYSIS

Based on the current tax levies provided from ASD, LRB projected future capital outlay revenues for each scenario. The Capital Projects Fund can be augmented by state support programs titled Enrollment Growth and Foundation Guarantee. Through these funds, districts with a smaller tax base (per pupil) and higher growth can receive additional support revenues. LRB projected these funds using state allocation formulas provided by the Utah State Board of Education (USBE).

Expenditures are allocated to each district based primarily on the percentage of education buildings within each district, including technical and specialty schools, which are inflated at one percent. Land acquisition, land improvement, building acquisition and construction, and building improvement costs from the ASD budget were removed for future projections to prevent a duplication of costs as the known capital cost were accounted for in the Debt Service Fund (see **Table 1.6**). This results in a positive fund balance within the Capital Projects Fund for each district and thus there is no tax increase within the Capital Projects Fund.

DEBT SERVICE ANALYSIS

The majority of the Debt Service Fund revenues come from local property taxes, with a small portion of revenue coming from interest and other categories. The current ASD Debt Service tax rate is 0.001020. As a result of the Debt Service Fund revenue relying on local property tax, the feasibility of a New Central District will be influenced by the level of debt needed versus the taxable value available to assess the necessary revenues. Thus, the capital facility needs above the capital fund rates combined with each district's taxable value per pupil will likely result in a need to increase the rate necessary for the repayment of debt in the short term within the new school district.

There are three major components included in the analysis of this fund: the allocation of outstanding bonds, new bonding needs as identified by ASD, and start-up costs. Utah Code stipulates the transfer of outstanding debt is based on the adjusted assessed value of the new school district and reorganized district.⁷ For the purposes of this analysis the ratio of total taxable value in the year immediately preceding the creation of the New Central District, which is 2024, is applied to apportion debt to each district scenario. This approach is utilized as opposed to changing the percentage annually based on each district's adjusted assessed value given the uncertainty of future growth. As a result, the New Central District would be responsible for 45 percent of the outstanding debt.

TABLE 1.8: CAPITAL COST INCLUDED IN DEBT SERVICE CALCULATIONS

	ASD	NEW CENTRAL DISTRICT	NEW WEST DISTRICT	REORGANIZED ASD
Start Up Funds	\$0	\$2,556,812	\$10,029,512	\$0
High School Buildings	\$155,000,000	\$0	\$155,000,000	\$0
Middle School Buildings	\$0	\$0	\$0	\$0
Elementary Buildings	\$140,000,000	\$35,000,000	\$105,000,000	\$0
Renovation and Remodel	\$200,000,000	\$75,000,000	\$0	\$125,000,000
Land	\$9,000,000	\$0	\$9,000,000	\$0
Additional Projects	\$8,000,000	\$0	\$8,000,000	\$0

⁷ UCA 53G-3-307(3)(a)(ii)

New bonding in this analysis is based on existing ASD recommendations. ASD identified \$512M in capital needs for the district, with \$110M attributed to the New Central District, \$277M to the New West District, and \$125M to the Reorganized District. Last, start-up costs relative to legal fees, computer system, and moving costs were also identified. It is important to note that \$12.5M in unassigned fund balance from ASD was allocated to each district based on the ratio of enrollment for purposes of funding start-up costs, in which the New Central District makes up 41% of total ASD enrollment.⁸

TABLE 1.9: DEBT SERVICE SUMMARY

YEAR	AUTHORIZED DEBT	PROPOSED NEW DEBT	TOTAL	OBLIGATION PER STUDENT
ASD				
2025	\$68,255,190	\$37,956,410	\$106,211,600	\$1,246
2026	\$46,585,605	\$37,956,410	\$84,542,015	\$979
2027	\$44,711,305	\$37,956,410	\$82,667,715	\$945
2028	\$39,645,005	\$37,956,410	\$77,601,415	\$875
2029	\$39,652,255	\$37,956,410	\$77,608,665	\$863
NEW CENTRAL DISTRICT				
2025	\$30,603,715	\$8,344,243	\$38,947,959	\$1,110
2026	\$20,887,681	\$8,344,243	\$29,231,924	\$822
2027	\$20,047,297	\$8,344,243	\$28,391,540	\$786
2028	\$17,775,710	\$8,344,243	\$26,119,953	\$712
2029	\$17,778,961	\$8,344,243	\$26,123,204	\$701
REORGANIZED DISTRICT^[1]				
2025	\$24,087,199	\$9,266,702	\$33,353,901	\$1,354
2026	\$16,440,021	\$9,266,702	\$25,706,723	\$1,057
2027	\$15,778,582	\$9,266,702	\$25,045,284	\$1,044
2028	\$13,990,689	\$9,266,702	\$23,257,391	\$981
2029	\$13,993,248	\$9,266,702	\$23,259,949	\$994

^[1] Reorganized ASD assumes New West District creation due to the notice to begin the creation of a new school district.

TAX IMPACT

Pursuant to UCA 53G-3-102(4)(a)(ii)(C), the following tables address the tax impact on taxpayers within the boundaries of the proposed New Central District. In summary, this analysis combines the General Fund, Capital Projects Fund, and Debt Service Fund into a comprehensive table based on the tax impact per \$500,000 primary residential home. The tables below show the projected tax rate needed within the three funds analyzed should a district division occur, with both general fund expense scenarios shown in **Tables 1.10** and **1.11**. It is important to note that for the purposes of evaluating impacts, the study assumes a starting period of FY 2025.

TABLE 1.10: NEW CENTRAL DISTRICT GENERAL FUND TAX IMPACT SCENARIO 1

YEAR	TOTAL GF EXPENDITURES	TOTAL REVENUES	NET GENERAL FUND	BASELINE TAX RATE	TAX RATE UNDER ASD	TAX RATE NEEDED	TAX RATE INCREASE
2025	\$355,054,804	\$348,225,143	(\$6,829,660)	0.003495	0.003807	0.003772	(0.000035)
2026	\$368,845,241	\$362,213,558	(\$6,631,683)	0.003495	0.003778	0.003756	(0.000022)
2027	\$383,184,751	\$377,500,735	(\$5,684,016)	0.003495	0.003718	0.003712	(0.000006)
2028	\$398,095,597	\$393,672,883	(\$4,422,714)	0.003495	0.003647	0.003659	0.000012
2029	\$413,600,958	\$410,811,559	(\$2,789,399)	0.003495	0.003566	0.003595	0.000029

⁸ UCA 53G-3-302(4)(b)

TABLE 1.11: NEW CENTRAL DISTRICT GENERAL FUND TAX IMPACT SCENARIO 2

YEAR	TOTAL GF EXPENDITURES	TOTAL REVENUES	NET GENERAL FUND	BASELINE TAX RATE	TAX RATE UNDER ASD	TAX RATE NEEDED	TAX RATE INCREASE
2025	\$357,221,191	\$348,225,143	(\$8,996,048)	0.003495	0.003579	0.003860	0.000281
2026	\$371,481,067	\$362,213,558	(\$9,267,509)	0.003495	0.003708	0.003860	0.000152
2027	\$379,541,605	\$377,500,735	(\$2,040,871)	0.003495	0.003851	0.003573	(0.000278)
2028	\$387,789,982	\$393,672,883	\$5,882,901	0.003495	0.003685	0.003277	(0.000408)
2029	\$396,230,727	\$410,811,559	\$14,580,833	0.003495	0.003374	0.002970	(0.000404)

TABLE 1.12: NEW CENTRAL DISTRICT CAPITAL OUTLAY TAX IMPACT

YEAR	CAPITAL OUTLAY EXPENDS	TOTAL REVENUES	NET CAPITAL OUTLAY	BASELINE TAX RATE	TAX RATE UNDER ASD	TAX RATE NEEDED	TAX RATE INCREASE
2025	\$12,126,565	\$27,220,066	\$15,093,502	0.001065	0.001065	0.001065	-
2026	\$12,189,793	\$27,806,295	\$15,616,502	0.001065	0.001065	0.001065	-
2027	\$12,253,653	\$28,853,578	\$16,599,925	0.001065	0.001065	0.001065	-
2028	\$12,318,152	\$29,835,863	\$17,517,711	0.001065	0.001065	0.001065	-
2029	\$12,383,296	\$30,774,501	\$18,391,205	0.001065	0.001065	0.001065	-

TABLE 1.13: NEW CENTRAL DISTRICT DEBT SERVICE TAX IMPACT

YEAR	TOTAL DEBT	TAXABLE VALUE	TAX RATE UNDER ASD	TAX RATE NEEDED	TOTAL TAX RATE INCREASE
2025	\$38,947,959	\$24,662,757,432	0.0019290	0.0015790	(0.0003500)
2026	\$29,231,924	\$25,402,640,155	0.0014880	0.0011510	(0.0003370)
2027	\$28,391,540	\$26,164,719,359	0.0014090	0.0010850	(0.0003240)
2028	\$26,119,953	\$26,949,660,940	0.0012800	0.0009690	(0.0003110)
2029	\$26,123,204	\$27,758,150,768	0.0012380	0.0009410	(0.0002970)

When all major funds are considered (General Fund, Capital Projects and Debt Service), property owners within the New Central District may experience tax savings under both methodologies. This is primarily driven by the proportional allocation of new capital needs in the New Central District when compared to ASD as a whole.

VIABLE CONCLUSION

In conclusion, based on this analysis, we are of the opinion that the new school district is a viable alternative to the existing school district, providing the following benefits:

- Potential tax savings relative to ASD.
- The opportunity for more localized control.
- Allow the Central District greater control to meet the needs of students in the New District.

TABLE 1.14: NEW CENTRAL DISTRICT TOTAL TAX IMPACT (SCENARIO 1)

YEAR	TOTAL TAX RATE NEEDED	TAX PER HOUSEHOLD (\$500,000 RESIDENTIAL) (ANNUALLY)	TAX PER HOUSEHOLD (MONTHLY)
2025	(0.000385)	(\$105.88)	(\$8.82)
2026	(0.000359)	(\$98.73)	(\$8.23)
2027	(0.000330)	(\$90.75)	(\$7.56)
2028	(0.000299)	(\$82.23)	(\$6.85)
2029	(0.000268)	(\$73.70)	(\$6.14)

TABLE 1.15: NEW CENTRAL DISTRICT TOTAL TAX IMPACT (SCENARIO 2)

YEAR	TAX RATE NEEDED	TAX PER HOUSEHOLD (\$500,000 RESIDENTIAL) (ANNUALLY)	TAX PER HOUSEHOLD (MONTHLY)
2025	(0.000069)	(\$18.98)	(\$1.58)
2026	(0.000185)	(\$50.88)	(\$4.24)
2027	(0.000602)	(\$165.55)	(\$13.80)
2028	(0.000719)	(\$197.73)	(\$16.48)
2029	(0.000701)	(\$192.78)	(\$16.06)

APPENDIX A. EXISTING STUDY COMPARISON – OPERATIONAL COSTS

TABLE: MGT STUDY FINDINGS (BASE YEAR 2023)

DISTRICT	ENROLLMENT	% OF TOTAL ENROLLMENT	TAXABLE VALUE	% OF TOTAL TAXABLE VALUE	GF REVENUE	% OF TOTAL REVENUE	GF EXPENSES	% OF TOTAL EXPENSE	SURPLUS DEFICIT
ASD	84,414	100%	\$49,249,675,861	100%	\$767,657,401	100%	\$754,733,592	100%	\$12,923,809
West District	24,623	29%	\$9,144,295,315	19%	\$223,920,537	29%	\$196,397,796	26%	\$27,522,741
Central District	34,616	41%	\$22,203,419,402	45%	\$314,796,463	41%	\$323,009,732	43%	(\$8,213,269)
Reorganized District	25,175	30%	\$17,901,961,144	36%	\$228,940,402	30%	\$235,326,064	31%	(\$6,385,662)

TABLE: LRB STUDY FINDINGS (BASE YEAR 2024) – FACILITIES METHODOLOGY SCENARIO

DISTRICT	ENROLLMENT	% OF TOTAL ENROLLMENT	TAXABLE VALUE	% OF TOTAL TAXABLE VALUE	GF REVENUE	% OF TOTAL REVENUE	GF EXPENSES	% OF TOTAL EXPENSE	SURPLUS DEFICIT
ASD	84,250	100%	\$53,403,033,918	100%	\$806,124,568	100%	\$819,432,580	100%	(\$13,308,012)
West District	24,680	29%	\$10,612,723,286	20%	\$234,562,463	29%	\$215,543,686	26%	\$19,018,777
Central District	34,606	41%	\$23,944,424,691	45%	\$336,772,813	42%	\$349,678,842	43%	(\$12,906,030)
Reorganized District	24,964	30%	\$18,845,885,941	35%	\$242,817,360	30%	\$260,347,207	32%	(\$17,529,846)

TABLE: LRB STUDY FINDINGS (BASE YEAR 2024) – ENROLLMENT METHODOLOGY SCENARIO

DISTRICT	ENROLLMENT	% OF TOTAL ENROLLMENT	TAXABLE VALUE	% OF TOTAL TAXABLE VALUE	GF REVENUE	% OF TOTAL REVENUE	GF EXPENSES	% OF TOTAL EXPENSE	SURPLUS DEFICIT
ASD	84,250	100%	\$53,403,033,918	100%	\$806,124,568	100%	\$819,432,580	100%	(\$13,308,012)
West District	24,680	29%	\$10,612,723,286	20%	\$234,562,463	29%	\$234,750,930	29%	(\$188,467)
Central District	34,606	41%	\$23,944,424,691	45%	\$336,772,813	42%	\$341,792,052	42%	(\$5,019,239)
Reorganized District	24,964	30%	\$18,845,885,941	35%	\$242,817,360	30%	\$249,024,858	30%	(\$6,207,497)



LEWIS | ROBERTSON | BURNINGHAM

CITIES OF LEHI, HIGHLAND, ALPINE, CEDAR HILLS, AMERICAN FORK, AND DRAPER

SCHOOL DISTRICT FEASIBILITY STUDY

JUNE 18, 2024

HIGHLAND CITY HALL
5400 W CIVIC CENTER DRIVE
HIGHLAND, UT 84003

BACKGROUND

- **A feasibility study was initiated based on requirement of Utah Code Section §53G-3-102(4)(a)(ii).**
- **The scope of the feasibility study is within the discretion of the interlocal legislative bodies.**
- **This analysis focuses primarily on the financial impacts of creating a new district.**
- **Reorganized District results assume New West District creation**

METHODOLOGY

- **ANALYSIS FOCUSED ON THE FOLLOWING ELEMENTS:**
 - **Enrollment and Taxable Value Analysis**
 - **General Fund Financial Analysis**
 - **Capital Projects Fund Financial Analysis**
 - **Debt Service Fund Financial Analysis**
 - **Summary of Tax Impacts**

BASE ASSUMPTIONS

ENROLLMENT

	ASD		NEW CENTRAL DISTRICT		REORGANIZED DISTRICT		NEW DISTRICT % OF TOTAL	REORGANIZED DISTRICT % OF TOTAL
	ENROLLMENT	WPUs	ENROLLMENT	WPUs	ENROLLMENT	WPUs		
2023	84,668	81,170	34,812	33,374	25,672	24,611	41.12%	30.32%
2024	84,250	83,939	34,606	34,478	24,964	24,872	41.08%	29.63%
2025	85,252	84,937	35,078	34,948	24,632	24,542	41.15%	28.89%
2026	86,323	86,005	35,579	35,448	24,311	24,221	41.22%	28.16%
2027	87,466	87,144	36,111	35,978	24,000	23,911	41.29%	27.44%
2028	88,682	88,355	36,674	36,539	23,698	23,610	41.35%	26.72%
2029	89,973	89,641	37,269	37,131	23,405	23,319	41.42%	26.01%

BASE ASSUMPTIONS

TAXABLE VALUE

	ASD	NEW CENTRAL DISTRICT	REORGANIZED DISTRICT	NEW DISTRICT % OF TOTAL	REORGANIZED DISTRICT % OF TOTAL
2025	\$55,064,613,951	\$24,662,757,432	\$18,940,115,371	46%	34%
2026	\$56,816,136,543	\$25,402,640,155	\$19,034,815,948	45%	34%
2027	\$58,663,684,263	\$26,164,719,359	\$19,129,990,028	45%	33%
2028	\$60,613,793,784	\$26,949,660,940	\$19,225,639,978	45%	32%
2029	\$62,673,491,241	\$27,758,150,768	\$19,321,768,178	45%	31%
AAGR	3.29%	3.00%	0.50%		

BASE ASSUMPTIONS

- **New Central District enrollment and taxable value growth higher than Reorganized District.**
- **New District has a slightly higher taxable value per student relative to ASD**
- **Future taxable values will be influenced by actual new growth, new commercial development and any changes to the certified tax rate system.**
- **Future revenue from property taxes will be affected by establishment or promotion of redevelopment areas which could reduce tax revenues to school districts for a time to promote economic growth.**
- **Further analysis of these issues would shed additional light on the feasibility of the New District.**

GENERAL FUND

- **REVENUES COMPRISED OF LOCAL, STATE AND FEDERAL FUNDS:**
 - **Local:** New District projected to receive slightly higher local funds per pupil.
 - **State:** New District projected to receive less funds due to higher local revenues and decreased revenues from State support programs.
 - **Federal:** Equalized per pupil.

GENERAL FUND

- **BASE EXPENDITURES ARE BASED ON SEVERAL KEY FACTORS:**
 - **Existing FY2024 ASD budget expenditures and growth rates, as well as updated revenue assumptions based on revised State worksheets; and,**
 - **Identifying salaries and benefits from duplicated administrative full-time equivalent employees**
 - **Two Allocation Scenarios: Enrollment & Facilities**

GENERAL FUND

SCENARIO ONE EXPENDITURES:

- **Primarily driven by % of Enrollment**
 - Instruction expense accounts for largest portion of General Fund expense
- **Inflation and WPU Growth Multiplier**
- **Duplicate administrative expense**
- **Exceptions:**
 - Operation & Maintenance of Plant - % All Facilities
 - District Administrative Functions - % of FTEs
 - School Administrative Functions - % of Schools

GENERAL FUND

NEW DISTRICT UNDER SCENARIO 1

	TOTAL GF REVS	GF REVS PER STUDENT	TOTAL GF EXPENSE	GF EXPENSE PER STUDENT	NET GF	NET GF PER STUDENT
2025	\$348,225,143	\$9,927	\$355,054,804	\$10,122	(\$6,829,660)	(\$195)
2026	\$362,213,558	\$10,181	\$368,845,241	\$10,367	(\$6,631,683)	(\$186)
2027	\$377,500,735	\$10,454	\$383,184,751	\$10,611	(\$5,684,016)	(\$157)
2028	\$393,672,883	\$10,734	\$398,095,597	\$10,855	(\$4,422,714)	(\$121)
2029	\$410,811,559	\$11,023	\$413,600,958	\$11,098	(\$2,789,399)	(\$75)

- The New District is projected to have a fund deficit, with expenditures exceeding revenues.
- The deficit is projected to decrease over time due to higher local revenue generation.

GENERAL FUND

SCENARIO TWO EXPENDITURES:

- **Primarily driven by % of Facilities (MGT/ASD Allocation)**
- **Inflation + New Facilities (No WPU Growth Multiplier)**
- **Added O&M expense based on new elementary school**
- **Duplicate administrative expense**

BASE ASSUMPTIONS

NEW DISTRICT UNDER SCENARIO 2

	TOTAL GF REVS	GF REVS PER STUDENT	TOTAL GF EXPENSE	GF EXPENSE PER STUDENT	NET GF	NET GF PER STUDENT
2025	\$348,225,143	\$9,927	\$357,221,191	\$10,184	(\$8,996,048)	(\$256)
2026	\$362,213,558	\$10,181	\$371,481,067	\$10,441	(\$9,267,509)	(\$260)
2027	\$377,500,735	\$10,454	\$379,541,605	\$10,510	(\$2,040,871)	(\$57)
2028	\$393,672,883	\$10,734	\$387,789,982	\$10,574	\$5,882,901	\$160
2029	\$410,811,559	\$11,023	\$396,230,727	\$10,632	\$14,580,833	\$391

- The New District is projected to have a larger fund deficit initially, with expenditures exceeding revenues.
- The deficit is projected to decrease sooner.

CAPITAL PROJECTS

- **CAPITAL PROJECTS FUND REVENUES:**

- **Primary Funding Source is Local Property Tax**
- **The data indicates ASD and the New District may be eligible for state support within the Enrollment programs**
- **ASD, New District, and Reorganized District will not be eligible for Foundation programs**

CAPITAL PROJECTS

- **CAPITAL PROJECTS FUND EXPENDITURES:**
 - **Analysis assumes Capital Projects Fund will have a positive balance, with revenues exceeding expenditures.**
 - **No tax increase for Central District**
 - **Allocated 100 percent of the proposed bond recommendations to the Debt Service Fund**

DEBT SERVICE FUND

- **Outstanding Debt**
 - **Series 2014**
 - **Series 2017 Refunding**
 - **Series 2017A**
 - **Series 2017B**
 - **Series 2019**
 - **Series 2019B**
 - **Series 2021**
 - **Series 2021B**
 - **Series 2022**
- **Assumes 45% allocated to New District**

DEBT SERVICE FUND

START-UP COSTS

Legal fees, moving costs, unemployment insurance, etc.*	\$3,932,299
Computer / Network System*	\$3,758,934
Total New District Start-up Costs	\$7,691,233
41% Unassigned Fund Balance (Enrollment)	\$5,134,421
Total Start Up Bonding Needs	\$2,556,812

***Inflationary estimates from previous feasibility studies**

DEBT SERVICE FUND

PROPOSED NEW BONDING NEEDS (BASED ON ASD)

	ASD	NEW CENTRAL DISTRICT	REORGANIZED DISTRICT
Start Up Funds	\$0	\$2,556,812	\$0
High School Buildings	\$155,000,000	\$0	\$0
Middle School Buildings	\$0	\$0	\$0
Elementary Buildings	\$140,000,000	\$35,000,000	\$0
Renovation and Remodel	\$200,000,000	\$75,000,000	\$125,000,000
Land	\$9,000,000	\$0	\$0
Additional Projects	\$8,000,000	\$0	\$0
Total	\$512,000,000	\$112,556,812	\$125,000,000

DEBT SERVICE FUND

- **\$112M Bond**
- **Longer Term Structure (20 Years)**

SUMMARY OF FINANCIAL IMPACTS

- **General Fund** will likely result in a deficit but may overcome the deficit within/beyond the study period
- **Capital Outlay** surplus possible
- **Debt Service** reduction due to less of a need for new bonding

SUMMARY OF TAX IMPACTS

CENTRAL DISTRICT TAX IMPACT RELATIVE TO ASD (GENERAL FUND EXPENSE SCENARIO 1)

	TAX RATE NEEDED	TAX PER HOUSEHOLD (\$500,000 RESIDENTIAL) ANNUALLY	TAX PER HOUSEHOLD (\$500,000 RESIDENTIAL) MONTHLY
2025	(0.000385)	(\$105.88)	(\$8.82)
2026	(0.000359)	(\$98.73)	(\$8.23)
2027	(0.000330)	(\$90.75)	(\$7.56)
2028	(0.000299)	(\$82.23)	(\$6.85)
2029	(0.000268)	(\$73.70)	(\$6.14)

Property owners will likely experience tax savings as compared to ASD

However, tax impact per household slightly increases annually

SUMMARY OF TAX IMPACTS

CENTRAL DISTRICT TAX IMPACT RELATIVE TO ASD (GENERAL FUND EXPENSE SCENARIO 2)

	TAX RATE NEEDED	TAX PER HOUSEHOLD (\$500,000 RESIDENTIAL) ANNUALLY	TAX PER HOUSEHOLD (\$500,000 RESIDENTIAL) MONTHLY
2025	(0.000069)	(\$18.98)	(\$1.58)
2026	(0.000185)	(\$50.88)	(\$4.24)
2027	(0.000602)	(\$165.55)	(\$13.80)
2028	(0.000719)	(\$197.73)	(\$16.48)
2029	(0.000701)	(\$192.78)	(\$16.06)

Property owners will likely experience tax savings as compared to ASD

QUESTIONS

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