Lehi City Council Meeting
Agenda
August 8, 2023

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.

5. Welcome, Roll Call, Pledge of Allegiance

6. Presentations and Reports

   6.1. Water Wise Landscape Yard of the Month Award Presentation

7. 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.)

8. Consent Agenda

   8.1. Approve Minutes from the July 25, 2023 City Council Meeting
   072523CC.pdf

   8.2. Approve Purchase Orders
   PO Index.pdf
   po #7531 Big T Recreation - Family Park Playground.pdf
   po #7533- Sunroc.pdf
   Ken Garff Police F150 Responders.pdf

9. Regular Agenda

9.1. Consideration of Resolution #2023-51 authorizing the issuance of electric revenue bonds.
Petitioner: Lehi City
Bond Resolution (Electric Rev Bonds)(7-27-23).docx

9.2. Consideration of Resolution #2023-50 approving a second amendment tot he agreement between Lehi City and SIRQ Construction for pre-construction and construction managements/general contractor services for Fire Station 84.
Petitioner: Lehi City
Res 2023-50.docx
Lehi Fire Station #84 (GMP Amendment Exhibit D) 7.28.pdf
Executed Contract SIRQ.pdf

9.3. Consideration of Resolution #2023-49 approving an agreement with Suncroc for the construction for the Oak Hollow tank and pond drains with all associated structures and access roads.
Petitioner: Lehi City
Res 2023-49.docx
Sunroc Agreement.docx

9.4. Consideration of Ordinance #42-2023 the Fox General Plan Amendment from Medium Density Residential to Light Industrial on 2.73 acres located at 501 & 535 North 500 West.
Petitioner: Brent Fox
CC Staff Report Fox Light Industrial General Plan Amendment 08.08.23.docx
Fox Light Industrial GPA DRC 06.21.23.docx
Ord 42-2023.docx
Fox Aerial.pdf
Fox GP.pdf
Fox Zoning.pdf
Fox Light Industrial General Plan Amendment 06.21.23.pdf

9.5. Consideration of Preliminary subdivision approval of Cedar Hollow Plat M, a 7-lot residential development located at 1475 East 1800 North in an RA-1 zone.
Petitioner: Gary Cooper
CC Staff Report Cedar Hollow Plat M Subdivision 08.08.23.docx
Cedar Hollow Plat M DRC 05.31.23.docx
Narrative.pdf
Cedar Hollow Preliminary Plans.pdf
Aerial Map.pdf
General Plan Map.pdf
Zoning Map.pdf

9.6. Consideration of Ordinance #43-2023 the Dry Creek Village Zone Change on 16 acres of

property located at approximately 1450 South 1100 West, changing the zoning from TH-5 (transitional holding) to Mixed Use.
Petitioner: Bronson Tatton
CC Staff Report Dry Creek Village Zone Change 08.08.23.docx
Dry Creek Zone Change DRC 05.03.23.docx
Ord 43-2023.docx
Dry Creek Village ZC Aerial.pdf
Dry Creek Village ZC GP.pdf
Dry Creek Village ZC Zoning.pdf
Dry Creek Village Zone Change DRC 05.03.23.pdf

9.7. Consideration of Concept plan approval for the Dry Creek Village Land Use Plan for the first phase which includes a 142-unit residential development located at approximately 1450 South 1100 West.
Petitioner: Bronson Tatton
CC Staff Report Dry Creek Village Concept 08.08.23.docx
Dry Creek Village Concept DRC 06.28.23.docx
Dry Creek Village Aerial.pdf
Dry Creek Village GP.pdf
Dry Creek Village Zoning.pdf
Dry Creek Architectural & Amenity Exhibits_7.6.2023.pdf
Dry Creek Village Concept 06.28.23.pdf

9.8. Consideration of Ordinance #44-2023 an Area Plan Amendment to the Thanksgiving Point Area Plan.
Petitioner: Stack and Gardner Company
CC Staff Report Thanksgiving Point Area Plan Amendment 08.08.23.docx
Thanksgiving Station Area Plan DRC 06.28.23.docx
Ord 44-2023.docx
Aerial Thanksgiving Point.pdf
General Plan Thanksgiving Point.pdf
Zoning Thanksgiving Point.pdf
Thanksgiving Point Area Plan Amendment 06.28.23 Final.pdf

10. Adjournment

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

Agenda Item No: 6.1

City Council Agenda Item Report

Meeting Date: August 8, 2023
Submitted By: Teisha WIlson
Submitting Department:
Item Type: Presentation
Agenda Section: Presentations and Reports

Subject:
Water Wise Landscape Yard of the Month Award Presentation

Suggested Action:

Attachments:

Agenda Item No: 8.1

City Council Agenda Item Report

Meeting Date: August 8, 2023
Submitted By: Teisha WIlson
Submitting Department:
Item Type: Action Item
Agenda Section: Consent Agenda

Subject:
Approve Minutes from the July 25, 2023 City Council Meeting

Suggested Action:

Attachments:

072523CC.pdf

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

Minutes of the **Pre Council and Regular Session** of the **Lehi City Council** held Tuesday, **July 25, 2023,** at Lehi City in the Council Chamber, 153 N 100 E. Lehi, UT.

Members Present: Paige Albrecht, Council Member
Paul Hancock, Mayor Pro Tempore
Katie Koivisto, Council Member
Mike Southwick, Council Member

Excused: Mark Johnson, Mayor
Chris Condie, Council Member

Others Present: Jason Walker, City Administrator; Criag Chambers, Assistant City Attorney; Lorin Powell, City Engineer; Kim Struthers, Planning Director; Cameron Boyle, Assistant City Administrator; Dean Lundell, Finance Director; Sierra Pierson, Management Analyst; and Teisha Wilson, City Recorder.

Pre Council, 6:30 p.m.

1. Welcome and Opening Comment

Mayor Pro Tempore Hancock welcomed everyone and noted that all Councilmembers were present, except for Councilor Condie and Mayor Johnson who were excused. Councilor Koivisto gave the opening comment.

2. Agenda Questions

None.

3. Administrative Report

None.

4. Mayor and Council Reports

The Mayor and Council reported on their assigned committees.

The meeting recessed at approximately 6:45 p.m.
The meeting resumed at approximately 7:00 p.m.

Regular Session, 7:20 p.m.

1. Welcome, Roll Call, Pledge of Allegiance

Mayor Pro Tempore Hancock welcomed everyone and noted that all Councilmembers were present except for Councilor Condie and Mayor Johnson who are excused. Councilor Southwick led the Pledge of Allegiance.

DRAFT

2. 20 Minute Citizen Input

Jane Rap, a resident of Cranberry Farms neighborhood, expressed her concerns about a rumored punch-through off 2600 West. She mentioned that her neighborhood currently has only two ways out, and adding a punch-through would worsen traffic issues in her neighborhood. She asked that the Council expedite the Clubhouse Drive extension.

Jacob Sperry, another resident from Cranberry Farms neighborhood, shared his concerns about the proposed Clubhouse Drive extension and a punch-through off 2600 West. He worried that routing traffic through the neighborhood would be damaging and problematic, especially with many children playing on the streets. He presented a matrix outlining the proposed traffic changes and pointed out potential issues with the plan. He emphasized the difficulties residents face in getting out of the neighborhood due to traffic congestion.

Erin Baker, another resident of Cranberry Farms, expressed her concern about the proposed traffic changes that would affect the neighborhood. She believes the proposal would destroy the sense of community, make the area less desirable for families, and create safety issues for children walking to school. She suggested an alternative solution, moving the traffic by the Holiday gas station area. She urged the Council not to create more traffic through Cranberry Farms.

3. Consent Agenda

3.1 Approve Minutes from the July 11, and July 18, 2023 City Council meetings.

3.2 Approve a Service Agreement between Lehi City and Nice Healthcare

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

Roll Call Vote: Councilor Albrecht, Yes; Councilor Condie, Absent; Mayor Pro Tempore Hancock, Yes; Councilor Koivisto, Yes; and Councilor Southwick, Yes. The motion passed with 4 in favor and 1 absent.

4. Consideration of Resolution #2023-40 amending the Development Agreement for the Hansen Tennis Facility.

Jacob Hansen was available to answer questions. He suggested a minor adjustment in the agreement regarding the development of the clay courts and the timing of the phases. He wants to ensure that once the clay courts are installed, they can operate as a permanent use even if the rest of the project is not completed.

The Council discussed the wording of the agreement and agreed that if permanent facilities like bathrooms and parking are completed within two years, the clay courts can operate as a permanent use.

Motion: Councilor Southwick moved to approve Resolution #2023-40 amending the Development Agreement for the Hansen Tennis Facility; noting that the clay court use would not terminate within the 2 years. Councilor Koivisto seconded the motion.

Councilor Hancock suggested to include for clarification that the clay courts would not terminate as far as the use after four years, but if that's all it's going to be, then within two years, the temporary facilities need to be changed to permanent facilities.

Amended Motion: Councilor Southwick amended his motion to include Councilor Hancock's comments. Councilor Koivisto seconded the amendment to the motion.

Roll Call Vote: Councilor Albrecht, Yes; Councilor Condie, Absent; Mayor Pro Tempore Hancock, Yes; Councilor Koivisto, Yes; and Councilor Southwick, Yes. The motion passed with 4 in favor and 1 absent.

5. Consideration of Resolution #2023-45 combining the culinary water and pressurized irrigation funds for external reporting purposes.

Dean Lundell, Finance Director, proposed consolidating the culinary water fund and pressurized irrigation fund for a few reasons. The funds currently share debt and have employees working for both. Consolidation would make the financial statements more readable and easier to prepare reports for external purposes. He clarified that internally, they would still track the funds separately to monitor surplus or deficit. However, they wanted to combine them for reporting purposes.

Motion: Councilor Koivisto moved to approve Resolution #2023-45 combining the culinary water and pressurized irrigation funds for external reporting purposes. Councilor Albrecht seconded the motion.

Roll Call Vote: Councilor Albrecht, Yes; Councilor Condie, Absent; Mayor Pro Tempore Hancock, Yes; Councilor Koivisto, Yes; and Councilor Southwick, Yes. The motion passed with 4 in favor and 1 absent.

6. Consideration of Final subdivision approval for Fox Canyon A1 including 23 single family home lots located at approximately 5300 North Fox Canyon Road.

A representative from Perry Home was available to answer questions.

Motion: Councilor Southwick moved to grant Final subdivision approval for Fox Canyon A1 including 23 single family home lots located at approximately 5300 North Fox Canyon Road; including all DRC and Planning Commission comments. Councilor Koivisto seconded the motion.

Roll Call Vote: Councilor Albrecht, Yes; Councilor Condie, Absent; Mayor Pro Tempore Hancock, Yes; Councilor Koivisto, Yes; and Councilor Southwick, Yes. The motion passed with 4 in favor and 1 absent.

7. Consideration of Final subdivision approval for Fox Canyon I1 including 15 single family home lots located at approximately 5400 North Fox Canyon Road.

Motion: Councilor Southwick moved to grant Final subdivision approval for Fox Canyon I1 including 15 single family home lots located at approximately 5400 North Fox Canyon Road; including all DRC and Planning Commission comments. Councilor Koivisto seconded the motion.

Roll Call Vote: Councilor Albrecht, Yes; Councilor Condie, Absent; Mayor Pro Tempore Hancock, Yes; Councilor Koivisto, Yes; and Councilor Southwick, Yes. The motion passed with 4 in favor and 1 absent.

8. Consideration of Final subdivision approval of Fox Canyon J1 including 84 townhome units located at approximately 5350 North Fox Canyon Road.

Motion: Councilor Southwick moved to grant Final subdivision approval of Fox Canyon J1 including 84 townhome units located at approximately 5350 North Fox Canyon Road; including all DRC and Planning Commission comments. Councilor Koivisto seconded the motion.

Roll Call Vote: Councilor Albrecht, Yes; Councilor Condie, Absent; Mayor Pro Tempore Hancock, Yes; Councilor Koivisto, Yes; and Councilor Southwick, Yes. The motion passed with 4 in favor and 1 absent.

9. Consideration of Final subdivision approval for Fox Canyon L1 including 41 townhome units located at approximately 2400 West Northridge Drive.

Motion: Councilor Southwick moved to grant Final subdivision approval for Fox Canyon L1 including 41 townhome units located at approximately 2400 West Northridge Drive; including all DRC and Planning Commission comments. Councilor Koivisto seconded the motion.

Roll Call Vote: Councilor Albrecht, Yes; Councilor Condie, Absent; Mayor Pro Tempore Hancock, Yes; Councilor Koivisto, Yes; and Councilor Southwick, Yes. The motion passed with 4 in favor and 1 absent.

10. Consideration of Resolution #2023-46 approving a reimbursement agreement between X Lehi LLC and Lehi City for storm drain and roadway improvements.

Lorin Powell stated that this is a standard reimbursement for oversizing infrastructure.

Motion: Councilor Albrecht moved to approve Resolution #2023-46 approving a reimbursement agreement between X Lehi LLC and Lehi City for storm drain and roadway improvements. Councilor Koivisto seconded the motion.

Roll Call Vote: Councilor Albrecht, Yes; Councilor Condie, Absent; Mayor Pro Tempore Hancock, Yes; Councilor Koivisto, Yes; and Councilor Southwick, Yes. The motion passed with 4 in favor and 1 absent.

11. Consideration of Resolution #2023-47 approving a road dedication agreement between X Lehi LLC and Lehi City for property necessary for the widening of 2300 West.

There was discussion about how and where the road would be widened. The Council answered resident's questions about future transportation plans to the area.

Motion: Councilor Southwick moved to approve Resolution #2023-47 approving a road dedication agreement between X Lehi LLC and Lehi City for property necessary for the widening of 2300 West. Councilor Koivisto seconded the motion.

Roll Call Vote: Councilor Albrecht, Yes; Councilor Condie, Absent; Mayor Pro Tempore Hancock, Yes; Councilor Koivisto, Yes; and Councilor Southwick, Yes. The motion passed with 4 in favor and 1 absent.

12. Consideration of Resolution #2023-48 appointing Board Members to the Lehi City Public Library Board of Directors.

Motion: Councilor Albrecht moved to approve Resolution #2023-48 appointing Board Members to the Lehi City Public Library Board of Directors. Councilor Southwick seconded the motion.

Roll Call Vote: Councilor Albrecht, Yes; Councilor Condie, Absent; Mayor Pro Tempore Hancock, Yes; Councilor Koivisto, Yes; and Councilor Southwick, Yes. The motion passed with 4 in favor and 1 absent.

13. Adjournment

With no further business to come before the City Council at this time, Councilor Koivisto moved to adjourn the meeting. Councilor Southwick seconded the motion. The motion passed unanimously. The meeting adjourned at approximately 7:43 p.m.

Approved: August 8, 2023 Attest:

_____ _____

Mark Johnson, Mayor Teisha Wilson, City Recorder

DRAFT

Agenda Item No: 8.2

City Council Agenda Item Report

Meeting Date: August 8, 2023
Submitted By: Teisha WIlson
Submitting Department:
Item Type: Action Item
Agenda Section: Consent Agenda

Subject:
Approve Purchase Orders

Suggested Action:

Attachments:

PO Index.pdf

po #7531 Big T Recreation - Family Park Playground.pdf

po #7533- Sunroc.pdf

Ken Garff Police F150 Responders.pdf

LEHI CITY
CITY COUNCIL AGENDA
August 8, 2023

Consent Agenda: Approval of Purchase Orders

INFORMATION:

Company	Description	P O Amount	Budget Balance (before PO)
Big T Recreation	Playground at family park for all abilities	$3,914,020.00	$7,000,000.00
Sunroc	Oak Hollow tank and pond drains	$152,691.25	
Ken Garff Ford	Police F150 responders	$140,831.22	

PURCHASE ORDER

LEHI CITY CORPORATION

153 NORTH 100 EAST
LEHI UT 84043

THIS ORDER NUMBER MUST APPEAR ON YOUR INVOICE

7531

484

ISSUED TO: BIG T RECREATION
11618 SOUTH STATE STREET #1602

DRAPER UT 84020

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

DEPARTMENT:

PURCHASE ORDER DATE: 08/01/2023

REQ #	QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL	GL ACCOUNT
0	1.00	PLAYGROUND AT FAMILY PARK FOR ALL ABILITIES PARK	3,914,020.00	3,914,020.00	32-70-70-241

TOTAL 3,914,020.00

Authorized By:

Stephen Marchbanks
Department Head

City Council Approval Date *

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

Mayor or City Administrator

Lehi City Purchase Requisition Request

Supplier	**Name**	Big T Recreation		**Vendor #**	
	Street	11618 State St. #1602		**Date**	7/31/2021
	City	Draper	**State**		UT
	Zip	84020	**Phone**		(801) 572-0782

Dean Lundell

Stephen Marchbanks

Parks & Buildings	32-70-70-241	
Requesting Department	**Dept. Account No.**	**Department Head Signature**

Quantity	Unit	Materials and Description	Price	Total
1	LS	Playworld Custom Structure for Lehi Family Park	$1,751,255	$1,751,255
1	LS	Construction/Installation of Playground Equipment	$467,806	$467,806
1	LS	Shade Structures - 9 Triangle, 3 Hex, 2 Swingset	$586,079	$586,079
1	LS	Construction/Installation of Shade Structures	$178,890	$178,890
1	LS	Pour In Place Rubber Surfacing	$846,712	$846,712
1	LS	Freight	$83,278	$83,278
		UT Contract Number#		
		MA2568		
		Total		$3,914,020

Justification:

A formal RFQ bid process was used to select Big T Recreation as the vendor for this playground. Playground Equipment was determined in correlation with City Staff, Park Designer, and Citizen Advisory Committee.

Price Determination	
Verbal Quote	
Informal Bid	
Written Bid	
State Bid	**X**
Other: Formal Bid Process	**X**

QUOTE

Big T Recreation
11618 S. State St #1602
Draper, UT 84020
801-572-0782
taft@bigtrec.com

Date	Quote #
07/10/2023	16841

Exp. Date
09/10/2023

Shipping Address
Lehi City 153 N 100 E PO Box 255 Lehi, UT 84043

PRODUCT	DESCRIPTION	QTY	RATE	AMOUNT
	Lehi Family Park All Ability Inclusive Playground			
Playground Structure	Custom Playground By Playworld Includes: All Standard Equipment Net Components, Custom Created Items Themed and Sculpted Play Items.	1	1,751,255.00	1,751,255.00
Installation	Installation and Construction Services for PLAYGROUND EQUIPMENT	1	467,806.25	467,806.25
Shade Structure	Integrated and Free Standing Shade Structures 9 Triangle Shade Structures Free Standing 3 Hex Shade Integrated Structures 2 Swing Set Shade Structures Free Standing Structures Include Stamped Drawings and Engineering	1	586,079.00	586,079.00
Installation	Installation and Construction Services for SHADE STRUCTURES	1	178,890.00	178,890.00
Surfacing	Poured In Place Rubber Surfacing Package 50/50 Black Color Mix, Custom Layout Per Conceptual Based off of current colors of Beige and Green High Velocity Binder ARM Binder Grading and Sub-base Compaction Not Included	1	846,711.60	846,711.60
Freight	Freight Associated Freight For Playground Equipment, Shade Structures and Rubber Materials Includes Unloading at Job Site	1	83,278.00	83,278.00
	Tax Exempt Certificate Due at time of Order Tax had Not been included in this Quote			

SUBTOTAL	
TAX	
TOTAL	$3,914,019.85

Accepted By

Accepted Date

PURCHASE ORDER

LEHI CITY CORPORATION

153 NORTH 100 EAST
LEHI UT 84043

THIS ORDER NUMBER MUST APPEAR ON YOUR INVOICE

7533

4181
ISSUED TO: SUNROC CORP
P.O. BOX 778

OREM UT 84059

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

DEPARTMENT:

PURCHASE ORDER DATE: 08/02/2023

REQ #	QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL	GL ACCOUNT
0	1.00	OAK HOLLOW TANK AND POND DRAINS	77,691.25	77,691.25	55-50-10-001
0	1.00	OAK HOLLOW TANK AND POND DRAINS	75,000.00	75,000.00	57-50-16-004

TOTAL 152,691.25

Authorized By:

Department Head

City Council Approval Date *

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

Mayor or City Administrator

LEHI CITY PURCHASE REQUISITION REQUEST

Supplier

Name Sunroc Corporation
Street 3648 N 1150 W
City Spanish Fork **State** UT
Zip 84660 **Phone** 801.722.2100

Vendor _____

Date 1-Aug-2023

Secondary / Storm Drain — **Requesting Department**

55-50-10-001 / 57-50-16-004 — **Department Account Numbers**

Department Head Signature

Quantity	Unit	Materials and Description	Price	Total
1		Oak Hollow Tank and Pond Drains	$152,691.25	$152,691.25
		55-50-10-001 $77,691.25		
		57-50-16-004 $75,000.00		
				$152,691.25

JUSTIFICATION:

Lehi City is participating in the Bonneville Shoreline trail project to enclose & armor the storm water channel and tank & reservoir overflow/drain near the Oak Hollow Reservoir. HADCO was the lowest bidder for the city portion of the project but it has been determined by Water Department Staff that their proposal was incomplete and not a responsible bid. SUNROC was the lowest bidder for the entire project, City Staff is requesting that SUNROC complete the City's portion as well. Attached are three bids as well as an engineer's estimate for the work.

Price Determination	
Verbal Quote	
Informal Bid	
Written Bid	X
State Bid	
Other	

Sunroc Corporation

Bid Schedule
Oak Hollow Tank and Pond Drains

Item No.	Description	Est. Quantity	Units	Unit Price	Total
A - General					
1	Mobilization (~5%)			see note 1	$8,600.00
2	Best Management Practices (BMPs)			see note 1	
3	Material Testing			see note 1	
4	Permitting and Project Management			see note 1	
				Subtotal	$8,600.00
B - Piping and Structures					
1	Clear & Grub; Strip, Stockpile, Spread Topsoil; Reseed/Revegetation			see note 1	$1,075.00
2	18" DR21 HDPE Drain Pipe	325	LF	$111.75	$36,318.75
3	24" DR21 HDPE Drain Pipe (including connections, and removal of ex. pipe)	30	LF	$198.50	$5,955.00
4	Structure #1, complete (including FES removal and 24" piping as needed)	1	LS	$9,650.00	$9,650.00
5	Structure #2, complete (including connections and new 12" piping as needed)	1	LS	$12,775.00	$12,775.00
6	Structure #3, complete (including 12" piping, fittings, connections, headwall, and fencing as needed)	1	LS	$32,075.00	$32,075.00
7	Settling Basin Structure, complete (including removal of ex. Structure and connections)	1	LS	$17,050.00	$17,050.00
				Subtotal	$114,966.25
C - Channel Improvements					
1	Cut (site grading: existing to subgrade; excluding structures)			see note 1	$3,625.00
2	Fill (site grading: existing to subgrade/finish grade)			see note 1	$1,650.00
3	Export Material (location determined by Contractor/City)			see note 1	$575.00
4	Turf Reinforcement Mat, complete (including subgrade prep and anchor trenches)	1,500	SY	$21.25	$31,875.00
				Subtotal	$37,725.00
				Sunroc Corporation City Total (B + C)	$152,691.25

Notes:
1. See Ensign Engineering's "Bonneville Shoreline Trail and Fox Canyon Reclamation" bid package for general items, earthwork, channel grading, and access road & trail.
2. Unit prices for each item indicated include labor, material, and all ancillary components to provide a complete item.
3. Quantities are approximate and should be verified by the Bidder. All items will be paid on a Lump Sump basis, not by Unit Rate.

J&B Excavating Inc.

Bid Schedule
Oak Hollow Tank and Pond Drains

Item No.	Description	Est. Quantity	Units	Unit Price	Total
A - General					
1	Mobilization (~5%)	see note 1			
2	Best Management Practices (BMPs)	see note 1			
3	Material Testing	see note 1			
4	Permitting and Project Management	see note 1			
				Subtotal	-
B - Piping and Structures					
1	Clear & Grub; Strip, Stockpile, Spread Topsoil; Reseed/Revegetation	see note 1			
2	18" DR21 HDPE Drain Pipe	325	LF	$110.00	$35,750.00
3	24" DR21 HDPE Drain Pipe (including connections, and removal of ex. pipe)	30	LF	$180.00	$5,400.00
4	Structure #1, complete (including FES removal and 24" piping as needed)	1	LS	$8,200.00	$8,200.00
5	Structure #2, complete (including connections and new 12" piping as needed)	1	LS	$7,500.00	$7,500.00
6	Structure #3, complete (including 12" piping, fittings, connections, headwall, and fencing as needed)	1	LS	$28,000.00	$28,000.00
7	Settling Basin Structure, complete (including removal of ex. Structure and connections)	1	LS	$20,000.00	$20,000.00
				Subtotal	$104,850.00
C - Channel Improvements					
1	Cut (site grading: existing to subgrade; excluding structures)	see note 1			
2	Fill (site grading: existing to subgrade/finish grade)	see note 1			
3	Export Material (location determined by Contractor/City)	see note 1			
4	Turf Reinforcement Mat, complete (including subgrade prep and anchor trenches)	1,500	SY	$50.00	$75,000.00
				Subtotal	$75,000.00
				J&B Excavating Inc. City Total (B + C)	$179,850.00

Notes:
1. See Ensign Engineering's "Bonneville Shoreline Trail and Fox Canyon Reclamation" bid package for general items, earthwork, channel grading, and access road & trail.
2. Unit prices for each item indicated include labor, material, and all ancillary components to provide a complete item.
3. Quantities are approximate and should be verified by the Bidder. All items will be paid on a Lump Sump basis, not by Unit Rate.

Hadco LLC

Bid Schedule
Oak Hollow Tank and Pond Drains

Item No.	Description	Est. Quantity	Units	Unit Price	Total
A - General					
1	Mobilization (~5%)	see note 1			
2	Best Management Practices (BMPs)	see note 1			
3	Material Testing	see note 1			
4	Permitting and Project Management	see note 1			
				Subtotal	-
B - Piping and Structures					
1	Clear & Grub; Strip, Stockpile, Spread Topsoil; Reseed/Revegetation	see note 1			
2	18" DR21 HDPE Drain Pipe	325	LF	$137	$44,525
3	24" DR21 HDPE Drain Pipe (including connections, and removal of ex. pipe)	30	LF	$151	$4530
4	Structure #1, complete (including FES removal and 24" piping as needed)	1	LS	$5500	$5500
5	Structure #2, complete (including connections and new 12" piping as needed)	1	LS	$5500	$5500
6	Structure #3, complete (including 12" piping, fittings, connections, headwall, and fencing as needed)	1	LS	$23460	$23460
7	Settling Basin Structure, complete (including removal of ex. Structure and connections)	1	LS	$5500	$5500
				Subtotal	$89015
C - Channel Improvements					
1	Cut (site grading: existing to subgrade; excluding structures)	see note 1			
2	Fill (site grading: existing to subgrade/finish grade)	see note 1			
3	Export Material (location determined by Contractor/City)	see note 1			
4	Turf Reinforcement Mat, complete (including subgrade prep and anchor trenches)	1,500	SY	$4.70	$7050
				Subtotal	$7050
	Hadco LLC			**City Total (B + C)**	$96,065

Notes:
1. See Ensign Engineering's "Bonneville Shoreline Trail and Fox Canyon Reclamation" bid package for general items, earthwork, channel grading, and access road & trail.
2. Unit prices for each item indicated include labor, material, and all ancillary components to provide a complete item.
3. Quantities are approximate and should be verified by the Bidder. All items will be paid on a Lump Sump basis, not by Unit Rate.

Engineer's Opinion of Probable Construction Costs
Oak Hollow Tank and Pond Drains

Item No.	Description	Est. Quantity	Units	Unit Price	Total
A - General					
1	Mobilization (~5%)	see note 1			
2	Best Management Practices (BMPs)	see note 1			
3	Material Testing	see note 1			
4	Permitting and Project Management	see note 1			
				Subtotal	-
B - Piping and Structures					
1	Clear & Grub; Strip, Stockpile, Spread Topsoil; Reseed/Revegetation	see note 1			
2	18" DR21 HDPE Drain Pipe	325	LF	$ 125	$ 40,625
3	24" DR21 HDPE Drain Pipe (including connections, and removal of ex. pipe)	30	LF	$ 200	$ 6,000
4	Structure #1, complete (including FES removal and 24" piping as needed)	1	LS	$ 10,000	$ 10,000
5	Structure #2, complete (including connections and new 12" piping as needed)	1	LS	$ 12,000	$ 12,000
6	Structure #3, complete (including 12" piping, fittings, connections, headwall, and fencing as needed)	1	LS	$ 15,000	$ 15,000
7	Settling Basin Structure, complete (including removal of ex. Structure and connections)	1	LS	$ 12,000	$ 12,000
				Subtotal	$ 95,625
C - Channel Improvements					
1	Cut (site grading: existing to subgrade; excluding structures)	see note 1			
2	Fill (site grading: existing to subgrade/finish grade)	see note 1			
3	Export Material (location determined by Contractor/City)	see note 1			
4	Turf Reinforcement Mat, complete (including subgrade prep and anchor trenches)	1,500	SY	$ 35	$ 52,500
				Subtotal	$ 52,500
				City Total (B + C + 10% Contingency)	**$ 163,000**

Notes:
1. See Ensign Engineering's "Bonneville Shoreline Trail and Fox Canyon Reclamation" bid package for general items, earthwork, channel grading, and access road & trail.
2. Unit prices for each item indicated include labor, material, and all ancillary components to provide a complete item.
3. Quantities are approximate and should be verified by the Bidder. All items will be paid on a Lump Sump basis, not by Unit Rate.

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

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.
Sunroc Corporation

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 ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ 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) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
3468 N 1150 W

Requester's name and address (optional)

6 City, state, and ZIP code
Spanish Fork, UT 84660

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
8	7	–	0	5	5	9	0	1	4

Part II Certification

Under penalties of perjury, I certify that:

1. 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
2. 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
3. I am a U.S. citizen or other U.S. person (defined below); and
4. 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** ▶ Joe Manfredo | **Date** ▶ 10/17/22

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.*

Lehi City Purchase Requisition Request

Supplier	**Name**	Ken Garff Ford		**Vendor#**	
	Street	579 East 1000 South		**Date**	**8/3/2023**
	City	American Fork	**State**	Utah	
	Zip	84003	**Phone**	801-763-6800	

Fleet	64-40-54	Jeremy
Requesting Department	**Dept. Account No.**	**Department Head Signature**

Quanity	Unit	Materials and Description	Price	Total
3		Police F150 Responders	$46,943.74	$140,831.22
		Total		$140,831.22

Justification:	Price Determination	
	Verbal Quote	$140,831.22
	Informal Bid	
	Written Bid	
	State Bid	.
	Other	

2023 F-150 Police Responder 4x4 5.5' box 145" WB XL (W1P)

Price Level: 340



Client Proposal

Prepared by:
Robert Morgan
Office: 801-763-6814
Email: robertm@kengarff.com
Date: 07/20/2023

Prepared by: Robert Morgan
07/20/2023

Ken Garff Ford | 597 East 1000 South American Fork Utah | 840033372

2023 F-150 Police Responder 4x4 5.5' box 145" WB XL (W1P)

Pricing Summary - Single Vehicle

	MSRP
Vehicle Pricing	
Base Vehicle Price	$48,875.00
Options	$2,820.00
Colors	$0.00
Upfitting	$0.00
Fleet Discount	$0.00
Fuel Charge	$0.00
Destination Charge	$1,895.00
Subtotal	$53,590.00

Pre-Tax Adjustments

Code	Description	MSRP
Remotestart	Remote Start	$600.00
UT GOV GPC	State/ Government Discount MA3792 Ken Garff Ford American Fork	-$7,246.26
Total		$46,943.74

Customer Signature

Acceptance Date

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

2023 F-150 Police Responder 4x4 5.5' box 145" WB XL (W1P)

As Configured Vehicle

Code	Description	MSRP
Base Vehicle		
W1P	Base Vehicle Price (W1P)	$48,875.00
Packages		
150A	Equipment Group 150A Base *Includes:* *- Engine: 3.5L V6 EcoBoost* *120-MPH top speed.* *- Transmission: Electronic 10-Speed Automatic* *Includes selectable drive modes: normal/tow-haul/snow-wet/EcoSelect/sport and SelectShift automatic with progressive range select.* *- Electronic Locking w/3.31 Axle Ratio* *- GVWR: 7,050 lbs Payload Package* *- Tires: LT265/70R18 BSW A/T* *- Wheels: 18" 6-Spoke Silver Aluminum* *- Cloth 40/Blank/40 Front-Seats* *Includes reduced bolsters, 8-way power driver/manual passenger, center-section deleted. (Restraint control module cover provided) and vinyl rear bench.* *- Radio: AM/FM Stereo w/6 Speakers* *- SYNC 4* *Includes 8" LCD capacitive touchscreen with swipe capability, wireless phone connection, cloud connected, AppLink with App Catalog, 911 assist, Apple CarPlay and Android Auto compatibility, digital owners manual and wireless software updates capability.*	N/C
Powertrain		
998	Engine: 3.5L V6 EcoBoost *120-MPH top speed.*	Included
44G	Transmission: Electronic 10-Speed Automatic *Includes selectable drive modes: normal/tow-haul/snow-wet/EcoSelect/sport and SelectShift automatic with progressive range select.*	Included
XL3	Electronic Locking w/3.31 Axle Ratio	Included
STDGV	GVWR: 7,050 lbs Payload Package	Included
Wheels & Tires		
STDTR	Tires: LT265/70R18 BSW A/T	Included
64H	Wheels: 18" 6-Spoke Silver Aluminum	Included
Seats & Seat Trim		
P	Cloth 40/Blank/40 Front-Seats *Includes reduced bolsters, 8-way power driver/manual passenger, center-section deleted. (Restraint control module cover provided) and vinyl rear bench.*	Included

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2023 F-150 Police Responder 4x4 5.5' box 145" WB XL (W1P)

As Configured Vehicle (cont'd)

Code	Description	MSRP
Other Options		
145WB	145" Wheelbase	STD
PAINT	Monotone Paint Application	STD
STDRD	Radio: AM/FM Stereo w/6 Speakers *Includes:* *- SYNC 4* *Includes 8" LCD capacitive touchscreen with swipe capability, wireless phone connection, cloud connected, AppLink with App Catalog, 911 assist, Apple CarPlay and Android Auto compatibility, digital owners manual and wireless software updates capability.*	Included
53A	Trailer Tow Package Ordering the Trailer Tow Package does not include Trailer Tow Mirrors. Trailer Tow Mirrors are a standalone option and must be ordered separately. (Option Code: 54Y/59S). *Towing capability up to 11,100 lbs.* *Includes:* *- Class IV Trailer Hitch Receiver* *Includes 4-pin/7-pin wiring harness and smart trailer tow connector (includes BLIS with trailer tow coverage where BLIS available).* *- Integrated Trailer Brake Controller* *- Auxiliary Transmission Oil Cooler* *- Engine Oil Cooler* *- Pro Trailer Backup Assist* *- Tailgate LED*	$1,325.00
18B	Black Platform Running Boards	$250.00
67T	Integrated Trailer Brake Controller	Included
47P	Police Engine Idle Feature *This feature allows you to leave the engine running and prevents your vehicle from unauthorized use when outside of your vehicle. Allows the key to be removed from ignition while vehicle remains idling.*	$260.00
924	Rear Window Fixed Privacy Glass w/Defroster	$320.00
76X	Sideview Mirrors Heated Glass Removal	N/A
582	SiriusXM Radio	N/C
524	SYNC 4 w/Enhanced Voice Recognition *Includes 8" LCD capacitive touchscreen with swipe capability, Ford digital assistant and connected navigation with free 90-day trial.*	$325.00

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2023 F-150 Police Responder 4x4 5.5' box 145" WB XL (W1P)

As Configured Vehicle (cont'd)

Code	Description	MSRP
67P	Remote Keyless-Entry Key Fob w/o Key Pad *Less PATS. Includes 4-key fobs. Note: Available with Keyed Alike. However, key fobs are not fobbed alike when ordered with Keyed Alike. Includes perimeter anti-theft alarm.*	$340.00
Exterior Color		
YZ_01	Oxford White	N/C
Interior Color		
PB_02	Black w/Cloth 40/Blank/40 Front-Seats	N/C
SUBTOTAL		$51,695.00
Destination Charge		$1,895.00
TOTAL		$53,590.00

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2023 F-150 Police Responder 4x4 5.5' box 145" WB XL (W1P)

Selected Equip & Specs

Dimensions

- * **Conventional Capacity: 11,200 lbs.**
- * **Fifth-wheel towing capacity: 9,800 lbs.**
- Cargo box length: 67.1"
- Cargo box volume: 52.8 cu.ft.
- Cargo box max width: 65.2"
- Cargo box length feet: 5.5
- Vehicle body width: 79.9"
- Wheelbase: 145.0"
- Rear track: 67.6"
- Frame section modulus: 5.7 cu.in.
- Front bumper to front axle: 37.6"
- Rear brake diameter: 13.8"
- Max interior rear cargo volume: 50.9 cu.ft.
- Headroom first-row: 40.8"
- Leg room first-row: 43.9"
- Shoulder room first-row: 66.7"
- Hip room first-row: 62.5"
- GCWR: 16,800 lbs.
- * **Gooseneck towing capacity: 9,800 lbs.**
- Cargo box min width: 50.6"
- Pickup box depth: 21.4"
- Cargo box tailgate width: 60.3"
- Vehicle body length: 231.7"
- Vehicle body height: 77.2"
- Front track: 67.6"
- Vehicle turning radius: 23.9'
- Frame yield strength (psi): 49300.0
- Front brake diameter: 13.8"
- Interior rear cargo volume with seats folded: 50.9 cu.ft.
- Total passenger volume: 131.9 cu.ft.
- Headroom second-row: 40.4"
- Leg room second-row: 43.6"
- Shoulder room second-row: 66.0"
- Hip room second-row: 62.6"

Powertrain

- EcoBoost 3.5L V-6 port/direct injection, DOHC, variable valve control, twin turbo, engine with 400HP
- Spark ignition system
- Torque: 500 lb.-ft.@3100 RPM
- Radiator
- Automatic full-time 4WD
- Recommended fuel: regular unleaded
- All-speed ABS and driveline traction control
- Electronic transfer case shift
- Engine cylinders: V-6
- Horsepower: 400 HP@6000 RPM
- * **Engine oil cooler**
- 10-speed automatic
- Four-wheel drive
- Easy Fuel capless fuel filler
- Auto locking hub control
- Driver selectable rear locking differential

Fuel Economy and Emissions

- Fuel economy (city/highway/combined): 17 mpg/23 mpg/19 mpg
- Fuel economy highway: 23 mpg
- Fuel economy combined: 19 mpg
- Fuel economy city: 17 mpg
- Gasoline secondary fuel type
- LEV3-ULEV70 emissions

Suspension and Handling

- Off-road ride suspension
- Heavy-duty rear shock absorbers
- Heavy-duty front shock absorbers

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2023 F-150 Police Responder 4x4 5.5' box 145" WB XL (W1P)

Selected Equip & Specs (cont'd)

Driveability

- 4-wheel disc brakes
- 4-wheel antilock (ABS) brakes
- Electronic parking brake
- Hill Descent Control
- Independent front suspension
- Heavy-duty front anti-roll bar
- Rigid axle rear suspension
- Speed sensitive power steering
- Rack-pinion steering
- Front and rear ventilated disc brakes
- Four channel ABS brakes
- Brake assist system
- Hill Start Assist
- Double wishbone front suspension
- Front coil springs
- Leaf spring rear suspension
- Electric power-assist steering system
- 2-wheel steering system

Body Exterior

- Trailer wiring harness
- * **Trailer hitch light**
- 4 doors
- Pickup bed-rail protectors
- Monotone paint
- Black door handles
- Black front bumper rub strip
- Black rear bumper
- Black grille
- Standard style side mirrors
- Conventional right rear passenger door
- Active grille shutters
- 18 x 8.5-inch front and rear silver aluminum wheels
- * **Pro Trailer Backup Assist trailer backup assist**
- * **Running boards**
- Standard style pickup box
- Clearcoat paint
- Black side window trim
- Black front bumper
- 2 front tow hooks
- Rear bumper step
- Black door mirrors
- Conventional left rear passenger door
- Tailgate
- LT265/70RS18 AT BSW front and rear tires

Convenience

- * **SYNC 4 with Enhanced Voice Recognition (Alexa-Built-In) virtual assistant**
- * **Keyfob activated door locks**
- Auto-locking doors
- Cruise control with steering wheel mounted controls
- Power first-row windows
- Fixed rear windshield
- Front beverage holders
- 6 beverage holders
- Rear door bins
- Dashboard storage
- PRND in IP
- Over the air updates
- Power door locks with 2 stage unlocking
- * **All-in-one remote fob and ignition key**
- Power tailgate/rear door lock
- Day/Night rearview mirror
- * **Rear window defroster**
- Standard glove box
- Rear beverage holders
- Driver and passenger door bins
- Instrument panel bin
- Cabback insulator
- * **Trip computer**

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2023 F-150 Police Responder 4x4 5.5' box 145" WB XL (W1P)

Selected Equip & Specs (cont'd)

Comfort

- Manual climate control
- Rear under seat climate control ducts
- Full headliner coverage
- Full floor coverage
- Carpet rear seatback upholstery
- Manual telescopic steering wheel
- Cabin air filter
- Cloth headliner material
- Full vinyl floor covering
- Vinyl rear seat upholstery
- Manual tilting steering wheel
- Urethane steering wheel

Seats and Trim

- Seating capacity: 5
- Driver seat with 8-way directional controls
- Height adjustable front seat head restraints
- Power reclining driver seat
- Power driver seat fore/aft control
- Manual reclining passenger seat
- Fixed rear seats
- Height adjustable rear seat head restraints
- Cloth front seat upholstery
- 40-40 bucket front seat
- Front passenger seat with 4-way directional controls
- Manual front seat head restraint control
- Power height adjustable driver seat
- Power driver seat cushion tilt
- Manual passenger seat fore/aft control
- Split-bench rear seat
- Driver seat with 2-way power lumbar

Entertainment Features

- 2 total number of 1st row displays
- Primary touchscreen display
- In-vehicle audio
- FM radio
- Seek scan
- SYNC 4 external memory control
- * **3 month satellite trial subscription**
- Standard grade speakers
- * **SYNC 4 with Enhanced Voice Recognition voice activated audio controls**
- Bluetooth wireless audio streaming
- 8 inch primary LCD display
- * **SiriusXM AM/FM/Satellite radio**
- AM radio
- * **SiriusXM satellite radio**
- Radio data system (RDS)
- Internet radio capability
- Speakers number: 6
- Steering wheel mounted audio controls
- Speed sensitive volume
- Fixed audio antenna

Lighting, Visibility and Instrumentation

- Analog instrumentation display
- In-radio display clock
- Exterior temperature display
- Redundant digital speedometer
- Tachometer
- Engine/electric motor temperature gauge
- * **Inclinometer**
- Trip odometer
- Compass
- * **Driver information center**
- Gauge cluster display size (inches): 4.00
- Oil pressure gauge
- Voltmeter
- Transmission fluid temperature gauge

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2023 F-150 Police Responder 4x4 5.5' box 145" WB XL (W1P)

Selected Equip & Specs (cont'd)

- Engine hour meter
- Aero-composite headlights
- Ford Co-Pilot360 - Autolamp auto on/off headlight control
- Delay-off headlights
- Variable intermittent front windshield wipers
- Variable instrument panel light
- Daytime running lights
- Pickup box cargo light
- * **Deep tinted windows**
- Halogen headlights
- Multiple enclosed headlights
- DRL preference setting
- Illuminated entry
- Ambient lighting
- High mounted center stop light
- Fade interior courtesy lights

Technology and Telematics

- * **SYNC 4 Connected Navigation integrated navigation system with voice activation**
- SYNC 4 handsfree wireless device connectivity
- Fleet Telematics Modem selective service internet access
- SYNC 4 911 Assist emergency SOS system via mobile device
- AppLink/Apple CarPlay and Android Auto smart device wireless mirroring
- 1 USB port

Safety and Security

- Driver front impact airbag
- Safety Canopy System curtain first and second-row overhead airbags
- Seat mounted side impact front passenger airbag
- 6 airbags
- Front height adjustable seatbelts
- 2 seatbelt pre-tensioners
- Fleet Telematics Modem vehicle tracker
- Pre-Collision Assist with Automatic Emergency Braking (AEB) forward collision mitigation
- Rear mounted camera
- Reverse Sensing System rear parking sensors
- Seat mounted side impact driver airbag
- Passenger front impact airbag
- Airbag occupancy sensor
- Rear seat center 3-point seatbelt
- Front seatbelt pretensioners
- * **Remote panic alarm**
- * **Security system**
- Pre-Collision Assist with Pedestrian Detection
- AdvanceTrac w/Roll Stability Control electronic stability control system with anti-roll
- Manual rear child safety door locks

Dimensions

General Weights

* **Curb weight**	**5,069 lbs.**	* **Rear curb weight**	**2,107 lbs.**
GVWR	7,050 lbs.	Payload	2,030 lbs.

Trailering Weights

* **Fifth-wheel towing capacity**	**9,800 lbs.**	* **Gooseneck towing capacity**	**9,800 lbs.**
* **Conventional capacity**	**11,200 lbs.**	GCWR	16,800 lbs.

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2023 F-150 Police Responder 4x4 5.5' box 145" WB XL (W1P)

Selected Equip & Specs (cont'd)

Front Weights

* **Front curb weight**	**2,962 lbs.**	GAWR front	3,450 lbs.
Axle capacity front	3,750 lbs.	Spring rating front	3,750 lbs.
Tire/wheel capacity front	4,200 lbs.		

Rear Weights

GAWR rear	3,800 lbs.	Axle capacity rear	4,800 lbs.
Spring rating rear	4,800 lbs.	Tire/wheel capacity rear	4,800 lbs.

Off Road

Min ground clearance	9.4"	Loading floor height	34.9 "

Exterior Measurements

Vehicle body length	231.7"	Vehicle body width	79.9"
Vehicle body height	77.2"	Wheelbase	145.0"
Cargo box length	67.1"	Front brake diameter	13.8"
Cargo box min width	50.6"	Rear brake diameter	13.8"
Cargo box volume	52.8 cu.ft.	Pickup box depth	21.4"
Cargo box max width	65.2"	Cargo box tailgate width	60.3"
Cargo box length feet	5.5	Front track	67.6"
Rear track	67.6"	Vehicle turning radius	23.9'
Frame section modulus	5.7 cu.in.	Frame yield strength (psi)	49300.0
Front bumper to front axle	37.6"		

Interior Measurements

Max interior rear cargo volume	50.9 cu.ft.	Interior rear cargo volume with seats folded	50.9 cu.ft.

Interior Volume

Total passenger volume	131.9 cu.ft.

Headroom

Headroom first-row	40.8"	Headroom second-row	40.4"

Legroom

Leg room first-row	43.9"	Leg room second-row	43.6"

Shoulder Room

Shoulder room first-row	66.7"	Shoulder room second-row	66.0"

Hip Room

Hip room first-row	62.5"	Hip room second-row	62.6"

Powertrain

Engine

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2023 F-150 Police Responder 4x4 5.5' box 145" WB XL (W1P)

Selected Equip & Specs (cont'd)

Engine: EcoBoost 3.5L V-6 port/direct injection, DOHC, variable valve control, twin turbo, engine with 400HP
Valves per cylinder: 4
Engine cylinders: V-6
Engine location: Front mounted engine
Ignition: Spark ignition system
Engine mounting direction: Longitudinal mounted engine
Engine block material: Aluminum engine block
Cylinder head material: Aluminum cylinder head

Engine Specs

Displacement: 3.5L
cc: 213.3 cu.in.
Bore: 3.64"
Stroke: 3.41"
Compression ratio: 10.5
SAEJ1349: AUG2004 compliant

Engine Power

Horsepower: 400 HP@6000 RPM
Torque: 500 lb.-ft.@3100 RPM

Alternator

Alternator amps: 240A
Alternator type: Heavy-duty alternator

Battery

Battery amps: 80Ah
Battery type: Lead acid battery
Battery rating: 800CCA
Battery run down protection: Battery run down protection

Engine Extras

* **Engine cooler**: **Engine oil cooler**
Radiator: Radiator

Transmission

Transmission: 10-speed automatic
Transmission electronic control: Transmission electronic control
Overdrive transmission: Overdrive transmission
Lock-up transmission: Lock-up transmission
First gear ratio: 4.696
Second gear ratio: 2.985
Third gear ratio: 2.146
Fourth gear ratio: 1.769
Fifth gear ratio: 1.52
Sixth gear ratio: 1.275
Reverse gear ratio: 4.866
Seventh gear ratio: 1
Eighth gear ratio: 0.854
Ninth gear ratio: 0.689
Tenth gear ratio: 0.636
Selectable mode transmission: Selectable mode transmission
Sequential shift control: SelectShift Sequential shift control
* **Transmission oil cooler**: **Transmission oil cooler**

Drive Type

4WD type: Automatic full-time 4WD
Drive type: Four-wheel drive

Drivetrain

Axle ratio: 3.31

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2023 F-150 Police Responder 4x4 5.5' box 145" WB XL (W1P)

Selected Equip & Specs (cont'd)

Exhaust

Tailpipe: Stainless steel single exhaust

Fuel

Fuel type: regular unleaded

Fuel Tank

Capless fuel filler: Easy Fuel capless fuel filler

Fuel tank capacity: 25.99 gal.

Drive Feature

Traction control: All-speed ABS and driveline traction control

Locking hub control: Auto locking hub control

Transfer case: Electronic transfer case shift

Rear locking differential: Driver selectable rear locking differential

Provisions

Provisions: Police/fire provisions

Fuel Economy and Emissions

Fuel Economy

Secondary fuel type: Gasoline secondary fuel type

Fuel economy combined: 19 mpg

Fuel economy city: 17 mpg

Fuel economy highway: 23 mpg

Fuel economy (city/highway/combined): 17 mpg/23 mpg/19 mpg

Fuel economy status: Previous year fuel economy status

Emissions

Emissions: LEV3-ULEV70 emissions

Emissions tiers: Tier 3 Bin 70 emissions

Green Values

Energy Impact Score (Barrels per year): 17.3

Carbon FP / Tailpipe and upstream total GHG (CO_2, tons per year): 9.3

Suspension and Handling

Suspension

Suspension: Off-road ride suspension

Front shock absorbers: Heavy-duty front shock absorbers

Rear shock absorbers: Heavy-duty rear shock absorbers

Driveability

Brakes

Brake type: 4-wheel disc brakes

Ventilated brakes: Front and rear ventilated disc brakes

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2023 F-150 Police Responder 4x4 5.5' box 145" WB XL (W1P)

Selected Equip & Specs (cont'd)

ABS brakes Four channel ABS brakes
ABS brakes 4-wheel antilock (ABS) brakes
Electronic parking brake Electronic parking brake

Brake Assistance

Hill start assist Hill Start Assist
Brake assist system Brake assist system
Hill control Hill Descent Control

Front Suspension

Anti-roll bar front Heavy-duty front anti-roll bar
Suspension type front Double wishbone front suspension
Suspension ride type front Independent front suspension

Front Spring

Regular front springs Regular front springs
Springs front Front coil springs

Rear Spring

Springs rear Rear leaf springs
Rear springs Regular grade rear springs

Rear Suspension

Suspension type rear Leaf spring rear suspension
Suspension ride type rear Rigid axle rear suspension

Steering

Steering Electric power-assist steering system
Speed sensitive steering Speed sensitive power steering
Steering type Rack-pinion steering
Steering type number of wheels 2-wheel steering system

Exterior

Front Wheels

Front wheels diameter 18"
Front wheels width 8.5"

Rear Wheels

Rear wheels diameter 18"
Rear wheels width 8.5"

Front And Rear Wheels

Appearance silver
Material aluminum

Front Tires

Aspect 70
Sidewalls BSW
Tread AT
Width 265mm
Diameter 18"
Speed S
Type LT

Rear Tires

Aspect 70
Sidewalls BSW
Tread AT
Diameter 18"
Speed S
Type LT

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2023 F-150 Police Responder 4x4 5.5' box 145" WB XL (W1P)

Selected Equip & Specs (cont'd)

Width 265mm

Body Exterior

Trailering

Towing capability ..... Trailer towing capability
Towing hitch ..... Trailer hitch
* **Towing brake controller** ..... **Trailer brake controller**
* **Towing backup assist** ..... **Pro Trailer Backup Assist trailer backup assist**
Towing class ..... Class IV tow rating
Towing wiring harness ..... Trailer wiring harness
Towing trailer sway ..... Trailer sway control

Exterior Features

Box style ..... Standard style pickup box
* **Running boards** ..... **Running boards**
Number of doors ..... 4 doors
Skid plate ..... 3 underbody skid plates

Body

Body panels ..... Aluminum body panels with side impact beams

Spare Tire

Spare tire ..... Full-size spare tire with steel wheel
Spare tire location ..... Crank-down spare tire

Tires

Front tires LT load rating C
Rear tires LT load rating C

Convenience

Technology

* **Virtual assistant** ..... **SYNC 4 with Enhanced Voice Recognition (Alexa-Built-In) virtual assistant**

Door Locks

Door locks ..... Power door locks with 2 stage unlocking
* **All-in-one key** ..... **All-in-one remote fob and ignition key**
Tailgate control ..... Power tailgate/rear door lock
* **Keyfob door locks** ..... **Keyfob activated door locks**
Auto door locks ..... Auto-locking doors

Cruise Control

Cruise control ..... Cruise control with steering wheel mounted controls

Rear View Mirror

Day/Night rearview mirror ..... Day/Night rearview mirror

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2023 F-150 Police Responder 4x4 5.5' box 145" WB XL (W1P)

Selected Equip & Specs (cont'd)

Exterior Mirrors

Door mirrors ..... Power door mirrors
Folding door mirrors Manual folding door mirrors

Front Side Windows

First-row windows ..... Power first-row windows

Overhead Console

Overhead console ..... Mini overhead console
Overhead console storage ..... Overhead console storage

Passenger Visor

Visor passenger mirror ..... Passenger visor mirror

Power Outlets

12V power outlets ..... 2 12V power outlets

Rear Windshield

* **Rear window defroster** **Rear window defroster**
Rear windshield ..... Fixed rear windshield

Storage

Door bins front Driver and passenger door bins
Door bins rear ..... Rear door bins
Number of beverage holders ..... 6 beverage holders
Beverage holders ..... Front beverage holders
Beverage holders rear ..... Rear beverage holders
Glove box ..... Standard glove box
Instrument panel storage ..... Instrument panel bin
Dashboard storage ..... Dashboard storage

Windows Feature

One-touch up window ..... Driver and passenger one-touch up windows
One-touch down window ..... Driver and passenger one-touch down windows

Windows Rear Side

Second-row windows ..... Power second-row windows

Miscellaneous

Cabback insulator ..... Cabback insulator
* **Trip computer** ..... **Trip computer**
PRND in IP ..... PRND in IP
Over the air updates ..... Over the air updates

Comfort

Climate Control

Climate control ..... Manual climate control
Cabin air filter ..... Cabin air filter
Rear under seat ducts ..... Rear under seat climate control ducts

Headliner

Headliner material ..... Cloth headliner material
Headliner coverage ..... Full headliner coverage

Floor Trim

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Selected Equip & Specs (cont'd)

Floor covering ..... Full vinyl floor covering
Floor coverage ..... Full floor coverage

Second-Row Seat Trim

Rear seat upholstery ... Vinyl rear seat upholstery
Rear seatback upholstery ... Carpet rear seatback upholstery

Steering Wheel

Steering wheel telescopic ..... Manual telescopic steering wheel
Steering wheel material ... Urethane steering wheel
Steering wheel tilt ... Manual tilting steering wheel

Seats and Trim

Seat Capacity

Seating capacity 5

Front Seats

Driver seat direction ..... Driver seat with 8-way directional controls
Height adjustable driver seat ..... Power height adjustable driver seat
Driver seat fore/aft control ..... Power driver seat fore/aft control
Driver seat cushion tilt ... Power driver seat cushion tilt
Passenger seat direction ... Front passenger seat with 4-way directional controls
Split front seats ..... 40-40 bucket front seat
Reclining passenger seat ..... Manual reclining passenger seat
Passenger seat fore/aft control ... Manual passenger seat fore/aft control
Front head restraints ..... Height adjustable front seat head restraints
Front head restraint control ..... Manual front seat head restraint control
Reclining driver seat ... Power reclining driver seat

Rear Seats

Bench seats ..... Split-bench rear seat
Rear seats fixed or removable ... Fixed rear seats
Folding second-row seats ..... 60-40 folding rear seats
Rear seat direction ..... Front facing rear seat
Rear seat folding position ..... Fold-up rear seat cushion
Rear head restraints ... Height adjustable rear seat head restraints
Rear head restraint control ..... Manual rear seat head restraint control
Number of rear head restraints ... 3 rear seat head restraints

Lumbar Seats

Driver lumbar ..... Driver seat with 2-way power lumbar

Front Seat Trim

Front seat upholstery ... Cloth front seat upholstery
Front seatback upholstery ... Cloth front seatback upholstery

Interior Accents

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Selected Equip & Specs (cont'd)

Interior accents ..... Chrome interior accents

Gearshifter Material

Gearshifter material ..... Urethane gear shifter material

Entertainment Features

LCD Displays

Primary touchscreen display ..... Primary touchscreen display
LCD primary display size ..... 8 inch primary LCD display
Number of first-row LCD displays ..... 2 total number of 1st row displays

Radio Features

External memory ..... SYNC 4 external memory control
RDS ..... Radio data system (RDS)
Seek scan ..... Seek scan
Internet radio capability ..... Internet radio capability

Speakers

Speakers ..... Standard grade speakers
Speakers number 6

Audio Features

Steering mounted audio control ..... Steering wheel mounted audio controls
* **Voice activated audio ..... SYNC 4 with Enhanced Voice Recognition voice activated audio controls**
Speed sensitive volume ..... Speed sensitive volume
Wireless streaming ..... Bluetooth wireless audio streaming

Lighting, Visibility and Instrumentation

Instrumentation

Trip odometer ..... Trip odometer
Instrumentation display ..... Analog instrumentation display

Instrumentation Displays

Speedometer ..... Redundant digital speedometer
* **Driver information center ..... Driver information center**
Compass ..... Compass
Temperature display ..... Exterior temperature display
Clock ..... In-radio display clock

Instrumentation Gauges

Tachometer ..... Tachometer
Transmission temperature gauge ..... Transmission fluid temperature gauge
Oil pressure gauge ..... Oil pressure gauge
Voltmeter ..... Voltmeter

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2023 F-150 Police Responder 4x4 5.5' box 145" WB XL (W1P)

Selected Equip & Specs (cont'd)

* **Inclinometer** ..... **Inclinometer**

Gauge cluster display size (inches) 4.00

Engine/electric motor temperature gauge ..... Engine/electric motor temperature gauge

Engine hour meter ..... Engine hour meter

Instrumentation Warnings

Engine temperature warning ..... Engine temperature warning

Oil pressure warning ..... Oil pressure warning

Low fuel warning ..... Low fuel warning

Low brake fluid warning ..... Low brake fluid warning

Battery charge warning ..... Battery charge warning

Headlights on reminder ..... Headlights on reminder

Key in vehicle warning ..... Key in vehicle warning

* **Bulb warning** ..... **Bulb failure warning**

Door ajar warning ..... Door ajar warning

Service interval warning ..... Service interval indicator

Low tire pressure warning ..... Tire specific low air pressure warning

Glass

* **Tinted windows** ..... **Deep tinted windows**

Headlights

Headlights ..... Halogen headlights

Headlight type ..... Aero-composite headlights

Auto headlights ..... Ford Co-Pilot360 - Autolamp auto on/off headlight control

Multiple headlights ..... Multiple enclosed headlights

Delay off headlights ..... Delay-off headlights

DRL preference setting ..... DRL preference setting

Front Windshield

Wipers ..... Variable intermittent front windshield wipers

Interior Lighting

Illuminated entry ..... Illuminated entry

Variable panel light ..... Variable instrument panel light

Ambient lighting ..... Ambient lighting

Lights

Running lights ..... Daytime running lights

Interior courtesy lights ..... Fade interior courtesy lights

High mount stop light ..... High mounted center stop light

Pickup box cargo light ..... Pickup box cargo light

Technology and Telematics

Navigation

* **Integrated navigation** ..... **SYNC 4 Connected Navigation integrated navigation system with voice activation**

Connectivity

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Selected Equip & Specs (cont'd)

Handsfree SYNC 4 handsfree wireless device connectivity

Smart device integration AppLink/Apple CarPlay and Android Auto smart device wireless mirroring

Emergency SOS SYNC 4 911 Assist emergency SOS system via mobile device

Internet Access

Internet access Fleet Telematics Modem selective service internet access

USB Ports

USB ports 1 USB port

Safety and Security

Airbags

Front impact airbag driver Driver front impact airbag

Number of airbags 6 airbags

Front impact airbag passenger Passenger front impact airbag

Front side impact airbag driver Seat mounted side impact driver airbag

Front side impact airbag passenger Seat mounted side impact front passenger airbag

Occupancy sensor Airbag occupancy sensor

Overhead airbags Safety Canopy System curtain first and second-row overhead airbags

Seatbelts

3-point seatbelt Rear seat center 3-point seatbelt

Height adjustable seatbelts Front height adjustable seatbelts

Seatbelt pretensioners Front seatbelt pretensioners

Seatbelt pretensioners number 2 seatbelt pre-tensioners

Security System

* **Remote panic alarm** **Remote panic alarm**

Vehicle tracker Fleet Telematics Modem vehicle tracker

* **Security system** **Security system**

Active Driving Assistance

Forward collision warning Pre-Collision Assist with Automatic Emergency Braking (AEB) forward collision mitigation

Pedestrian detection Pre-Collision Assist with Pedestrian Detection

Cameras

Rear camera Rear mounted camera

Traction Control

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2023 F-150 Police Responder 4x4 5.5' box 145" WB XL (W1P)

Selected Equip & Specs (cont'd)

Electronic stability control . . . AdvanceTrac w/Roll Stability Control electronic stability control system with anti-roll

Parking Sensors

Parking sensors . . Reverse Sensing System rear parking sensors

Occupant Safety

Child door locks . . . Manual rear child safety door locks

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2023 F-150 Police Responder 4x4 5.5' box 145" WB XL (W1P)

Major Equipment

(Based on selected options, shown at right)

10-speed automatic

Exterior: Oxford White

Interior: Black w/Cloth 40/Blank/40 Front-Seats

* Running boards
* Class IV tow rating
* LT265/70RS18 AT BSW front and rear tires
* Lock-up transmission
* Alternator Amps: 240A
* All-speed ABS and driveline traction control
* Battery rating: 800CCA
* Battery run down protection
* SYNC 4 Connected Navigation integrated navigation system with voice activation
* Steering wheel mounted audio controls
* SiriusXM AM/FM/Satellite radio
* Radio data system (RDS)
* Internet radio capability
* Vehicle body length: 231.7"
* Axle capacity rear: 4,800 lbs.
* Axle capacity front: 3,750 lbs.
* Off-road ride suspension
* Rear window defroster
* Manual folding door mirrors
* Daytime running lights
* 18 x 8.5-inch front and rear silver aluminum wheels
* Front tires LT load rating: C
* Overdrive transmission
* Transmission electronic control
* Stainless steel single exhaust
* Driver selectable rear locking differential
* Lead acid battery
* Fuel tank capacity: 25.99 gal.
* 8 inch primary LCD display
* Bluetooth wireless audio streaming
* Seek scan
* SYNC 4 external memory control
* 3 month satellite trial subscription
* Wheelbase: 145.0"
* Tire/wheel capacity rear: 4,800 lbs.
* Spring rating front: 3,750 lbs.
* Trip computer
* Power door mirrors
* DRL preference setting
* Deep tinted windows

As Configured Vehicle

	MSRP
STANDARD VEHICLE PRICE	$48,875.00
Cloth 40/Blank/40 Front-Seats	Included
145" Wheelbase	STD
Monotone Paint Application	STD
Oxford White	N/C
Black w/Cloth 40/Blank/40 Front-Seats	N/C
Trailer Tow Package	$1,325.00
Class IV Trailer Hitch Receiver	Included
Integrated Trailer Brake Controller	Included
Auxiliary Transmission Oil Cooler	Included
Engine Oil Cooler	Included
Pro Trailer Backup Assist	Included
Tailgate LED	Included
Police Engine Idle Feature	$260.00
Black Platform Running Boards	$250.00
SYNC 4 w/Enhanced Voice Recognition	$325.00
SiriusXM Radio	N/C
Remote Keyless-Entry Key Fob w/o Key Pad	$340.00
Equipment Group 150A Base	N/C

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Prepared by: Robert Morgan
07/20/2023

Ken Garff Ford | 597 East 1000 South American Fork Utah | 840033372

2023 F-150 Police Responder 4x4 5.5' box 145" WB XL (W1P)

Major Equipment

* Variable intermittent front windshield wipers
* Manual rear child safety door locks
* Seat mounted side impact driver airbag
* Seat mounted side impact front passenger airbag
* 6 airbags
* Rear under seat climate control ducts
* 60-40 folding rear seats
* Front facing rear seat
* Height adjustable rear seat head restraints
* 3 rear seat head restraints
* Driver seat with 8-way directional controls
* Height adjustable front seat head restraints
* Power reclining driver seat
* Power driver seat fore/aft control
* Manual reclining passenger seat
* Cloth front seat upholstery
* Driver seat with 2-way power lumbar
* 4-wheel antilock (ABS) brakes
* Brake assist system
* Hill Start Assist
* AdvanceTrac w/Roll Stability Control electronic stability control system with anti-roll
* Driver front impact airbag
* Passenger front impact airbag
* Airbag occupancy sensor
* Manual climate control
* Fixed rear seats
* Split-bench rear seat
* Fold-up rear seat cushion
* Manual rear seat head restraint control
* 40-40 bucket front seat
* Front passenger seat with 4-way directional controls
* Manual front seat head restraint control
* Power height adjustable driver seat
* Power driver seat cushion tilt
* Manual passenger seat fore/aft control
* Cloth front seatback upholstery
* 4-wheel disc brakes
* Electronic parking brake
* Hill Descent Control

As Configured Vehicle

	MSRP
Sideview Mirrors Heated Glass Removal	N/A
Rear Window Fixed Privacy Glass w/Defroster	$320.00
Engine: 3.5L V6 EcoBoost	Included
Transmission: Electronic 10-Speed Automatic	Included
Electronic Locking w/3.31 Axle Ratio	Included
GVWR: 7,050 lbs Payload Package	Included
Tires: LT265/70R18 BSW A/T	Included
Wheels: 18" 6-Spoke Silver Aluminum	Included
Radio: AM/FM Stereo w/6 Speakers	Included
SYNC 4	Included
SUBTOTAL	$51,695.00
Destination Charge	$1,895.00
TOTAL	**$53,590.00**

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2023 F-150 Police Responder 4x4 5.5' box 145" WB XL (W1P)

Fuel Economy

City
17 mpg



Hwy
23 mpg

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Agenda Item No: 9.1

City Council Agenda Item Report

Meeting Date: August 8, 2023
Submitted By: Teisha WIlson
Submitting Department:
Item Type: Resolution
Agenda Section: Regular Agenda

Subject:
Consideration of Resolution #2023-51 authorizing the issuance of electric revenue bonds.

Suggested Action:

Attachments:

Bond Resolution (Electric Rev Bonds)(7-27-23).docx

RESOLUTION 2023-51

A Resolution authorizing the issuance and the sale of not to exceed $21,000,000 aggregate principal amount of Electric Revenue Bonds

*** *** ***

WHEREAS, Lehi City (the *"City"*) considers it necessary and desirable and for the benefit of the City to issue its electric revenue bonds as hereinafter provided for the purpose of (a) financing all or a portion of the cost of the acquisition and construction of certain improvements (the *"Project"*) to the City's electric utility system (the *"System"*), including the construction of a power generation facility, (b) funding any necessary reserves in connection with the Bonds, and (c) paying the costs incurred in connection with the issuance and sale of the Bonds pursuant to authority contained in the Local Government Bonding Act, Chapter 14 of Title 11 (the "*Act*"), Utah Code Annotated 1953, as amended (the *"Utah Code"*), and other applicable provisions of law;

WHEREAS, for the purposes set forth above, the City has determined (a) to issue its Electric Revenue Bonds in an aggregate principal amount not to exceed $21,000,000 (the *"Bonds"*) pursuant to the General Indenture of Trust, dated as of May 1, 2009, as amended and supplemented to the date hereof, a copy of which is attached hereto as *Exhibit A* (the *"General Indenture"*), and a Supplemental Indenture in the form attached hereto as *Exhibit B* (the *"Supplemental Indenture"* and, together with the General Indenture, the *"Indenture"*), and (b) to cause the proceeds of the sale of the Bonds to be applied in accordance with the Indenture;

WHEREAS, the City is authorized by the Utah Code to acquire, construct and improve the Project, to enter into the Supplemental Indenture, and to issue the Bonds to finance a portion of the cost of acquisition, construction and improvement of the Project, to fund any necessary reserves, and to pay all related costs authorized by law;

WHEREAS, the City has negotiated for the sale of the Bonds to Stifel, Nicolaus & Co., Incorporated, as purchaser (the *"Underwriter"*), and will execute that certain Bond Purchase Contract (the *"Purchase Contract"*), a form of which is attached hereto as *Exhibit C*, between the City and the Underwriter, and in the opinion of the City it is to the best interests of the City that the offer of the Underwriter to purchase the Bonds as provided in the Purchase Contract be accepted and sale of the Bonds to the Underwriter be ratified and confirmed;

WHEREAS, in the opinion of the City Council, it is in the best interests of the City that the Designated Officer (defined below) be authorized to approve the final principal amount, maturity amounts, interest rates, dates of maturity and other terms and provisions relating to the Bonds and to execute the Purchase Contract (together with the Mayor) containing such terms and provisions;

WHEREAS, Section 11-14-316 of the Act provides for the posting of a Notice of Bonds to be Issued (the *"Notice of Bonds"*) and the running of a 30-day contest period, and the City desires

to cause the publication of such Notice of Bonds at this time in compliance with said section with respect to the Bonds;

WHEREAS, Section 11-14-318 of the Act requires that a public hearing be held to receive input from the public with respect to the issuance of Bonds and the potential economic impact that the Project will have on the private sector and that notice of such public hearing be given as provided by law and, in satisfaction of such requirement, the City desires to post a Notice of Public Hearing with respect to the Bonds (the *"Notice of Public Hearing"*) pursuant to such Section;

WHEREAS, the City desires (a) to provide for the holding of a public hearing and (b) to direct the posting of the Notice of Public Hearing, as required by law; and

WHEREAS, a portion of the expenditures relating to the Project (the *"Expenditures"*) (i) have been paid by the City within the sixty days prior to the passage of this Resolution or (ii) will be paid by the City on or after the passage of this Resolution and prior to the issuance of the Bonds;

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

Section 1. Issuance of Bonds. (a) For the purposes set forth above, there is hereby authorized and directed the execution, issuance, sale and delivery of the Bonds in the aggregate principal amount not to exceed $21,000,000. The Bonds shall be dated as of the date of the initial delivery thereof. The Bonds shall be in authorized denominations, shall be payable, and shall be executed and delivered all as provided in the Indenture. The Bonds shall be subject to redemption prior to maturity as provided in the Indenture.

(b) The form of the Bonds set forth in the form Supplemental Indenture, subject to appropriate insertions and revisions in order to comply with the provisions of the Indenture, is hereby approved.

(c) The Bonds shall be special obligations of the City, payable from and secured by a pledge and assignment of the Net Revenues (as defined in the Indenture) received by the City and of certain other moneys held under the Indenture on a parity with any other Bonds (as defined in the Indenture) issued from time to time under the General Indenture. The Bonds shall not be obligations of the State or any other political subdivision thereof, other than the City, and neither the faith and credit nor the ad valorem taxing or appropriation power of the State or any political subdivision thereof, including the City, is pledged to the payment of the Bonds. The Bonds shall not constitute general obligations of the City or any other entity or body, municipal, state or otherwise.

Section 2. Bond Details; Delegation of Authority. (a) The Bonds shall mature in the years and in the principal amounts, and shall bear interest from the date of their initial delivery, payable at the times, and at the rates per annum , all as provided in the Indenture, provided that the maximums set forth in (b) below are not exceeded.

(b) There is hereby delegated to the Designated Officer, subject to the limitations contained in this resolution, the power to determine and effectuate the following with respect to

the Bonds and the Designated Officer are hereby authorized to make such determinations and effectuations:

(i) the principal amount of each series of the Bonds necessary to accomplish the purpose of the Bonds set forth in the recitals hereto and the aggregate principal amount of each series of the Bonds to be executed and delivered pursuant to the Indenture; *provided* that the aggregate principal amount of the Bonds shall not exceed $21,000,000;

(ii) the maturity date or dates and principal amount of each maturity of the Bonds to be issued; *provided, however*, that the Bonds mature over a period of not to exceed 25 years from their date or dates;

(iii) the interest rate or rates of the Bonds and the date on which payment of such interest commences, *provided, however*, that the interest rate or rates to be borne by any Bond shall not exceed 6.00% per annum;

(iv) the sale of the Bonds and the purchase price to be paid by the purchaser or underwriter of such Bonds; *provided, however*, that the discount from par of each series of the Bonds shall not exceed 2.00% (expressed as a percentage of the principal amount);

(v) the Bonds, if any, to be retired from mandatory sinking fund redemption payments and the dates and the amounts thereof;

(vi) the time and redemption price at which the Bonds may be called for redemption prior to their maturity at the option of the City;

(vii) the amount of reserves, if any, necessary to be maintained in connection with the Bonds, if any;

(viii) the use and deposit of the proceeds of the Bonds; and

(ix) any other provisions deemed advisable by the Designated Officer not materially in conflict with the provisions of this resolution and the Parameters Resolution.

For purposes of this resolution and the Bonds, *"Designated Officer"* means the (i) City Administrator, or (ii) in the event of the absence or incapacity of the City Administrator, the Finance Director, or (iii) in the event of the absence or incapacity of both the City Administrator and the Finance Director, the City Treasurer.

Following the sale of the Bonds, the Designated Officer shall obtain such information as he/she deems necessary to make such determinations as provided above and shall make such determinations as provided above and shall execute or arrange for the execution of the Purchase Contract containing such terms and provisions of such series of the Bonds, which execution shall be conclusive evidence of the action or determination of the Designated Officer as to the matters stated therein.

Section 3. Approval and Execution of the Supplemental Indenture. The Supplemental Indenture, in substantially the form attached hereto as *Exhibit B,* is hereby authorized and approved, and the Mayor or the Deputy Mayor is hereby authorized, empowered and directed to execute and deliver the Supplemental Indenture on behalf of the City, and the City Recorder or any Deputy City Recorder is hereby authorized, empowered and directed to affix to the Supplemental Indenture the seal of the City and to attest such seal and countersign such Supplemental Indenture, with such changes to the Supplemental Indenture from the form attached hereto as are approved by the Mayor or the Deputy Mayor, his or her execution thereof to constitute conclusive evidence of such approval. The provisions of the Supplemental Indenture, as executed and delivered, are hereby incorporated in and made a part of this resolution. The General Indenture and the Supplemental Indenture shall constitute a "system of registration" for all purposes of the Registered Public Obligations Act of Utah.

Section 4. Preliminary Official Statement. The use and distribution of the Official Statement in preliminary form (the *"Preliminary Official Statement"*), in substantially the form presented at this meeting and in the form attached hereto as *Exhibit D*, is hereby authorized and approved, with such changes, omissions, insertions and revisions as the Mayor shall deem advisable. The Mayor and the City Administrator are, and each of them is, hereby authorized to do or perform all such acts and to execute all such certificates, documents and other instruments as may be necessary or advisable to deem final the Preliminary Official Statement within the meaning and for purposes of paragraph (b)(1) of Rule 15c2-12 of the Securities and Exchange Commission, subject to completion thereof with the information established at the time of the sale of the Bonds.

Section 5. Final Official Statement. The Official Statement of the City is hereby authorized in substantially the form presented at this meeting and in the form *as the Preliminary Official Statement*, with such changes, omissions, insertions and revisions as the Mayor shall deem advisable, including the completion thereof with the information established at the time of the sale of the Bonds by the Designated Officer and set forth in the Purchase Contract. The Mayor shall sign and deliver the Official Statement to the Underwriter for distribution to prospective purchasers of the Bonds and other interested persons. The approval of the Mayor of any such changes, omissions, insertions and revisions shall be conclusively established by the Mayor's execution of the Official Statement.

Section 6. Purchase Contract; Other Certificates and Documents Required to Evidence Compliance with Federal Tax and Securities Laws. Each of the Mayor or the Mayor Pro Tem, the City Recorder or any Deputy City Recorder, the City Administrator and the City Treasurer or the Finance Director of the City is hereby authorized and directed to execute (a) the Purchase Contract, (b) such certificates and documents as are required to evidence compliance with the federal laws relating to the tax-exempt status of interest on the Bonds and (c) a Continuing Disclosure Undertaking and such other certificates and documents as shall be necessary to comply with the requirements of Rule 15c2-12 of the Securities and Exchange Commission and other applicable federal securities laws.

Section 7. Other Actions With Respect to the Bonds. The officers and employees of the City shall take all action necessary or reasonably required to carry out, give effect to, and

consummate the transactions contemplated hereby and shall take all action necessary in conformity with the Act to carry out the issuance of the Bonds, including, without limitation, the execution and delivery of any closing and other documents required to be delivered in connection with the sale and delivery of the Bonds. If (a) the Mayor, (b) the City Recorder, (c) the City Treasurer or (d) the City Administrator shall be unavailable or unable to execute or attest and countersign, respectively, the Bonds or the other documents that they are hereby authorized to execute, attest and countersign, the same may be executed, or attested and countersigned, respectively, (i) by the Deputy Mayor, (ii) by any Deputy City Recorder, (iii) by the Finance Director or (iv) an Assistant City Administrator. Without limiting the generality of the foregoing, the officers and employees of the City are authorized and directed to take such action as shall be necessary and appropriate to issue the Bonds.

Section 8. Prior Acts Ratified, Approved and Confirmed. All acts of the officers and employees of the City in connection with the issuance of the Bonds are hereby ratified, approved and confirmed.

Section 9. Notice of Bonds to be Issued; Contest Period. In accordance with the provisions of Section 11-14-316 of the Utah Code, the City Recorder shall cause the Notice of Bonds, in substantially the form attached hereto as *Exhibit E,* to be posted on the Utah Public Notice Website.

For a period of thirty (30) days from and after publication of the Notice of Bonds, any person in interest shall have the right to contest the legality of this Resolution (including the Bond Resolution and the form of the Supplemental Indenture attached hereto) or the Bonds hereby authorized or any provisions made for the security and payment of the Bonds. After such time, no one shall have any cause of action to contest the regularity, formality or legality of this Resolution (including the Bond Resolution and the Supplemental Indenture) or the Bonds or any provisions made for the security and payment of the Bonds for any cause.

Section 10. Publication of Notice of Public Hearing. The City Recorder shall post or cause to be posted the Notice of Public Hearing on the Utah Public Notice Website no less than 14 days before the public hearing. The Notice of Public Hearing shall be in substantially the form attached hereto as *Exhibit F*.

Section 11. Reimbursement of Expenditures. The City reasonably expects to reimburse the Expenditures with proceeds of the Bonds.

Section 12. Resolution Irrepealable. Following the execution and delivery of the Supplemental Indenture, this resolution shall be and remain irrepealable until all of the Bonds and the interest thereon shall have been fully paid, cancelled, and discharged.

Section 13. Severability. If any section, paragraph, clause, or provision of this resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause, or provision shall not affect any of the remaining provisions of this resolution.

Section 14. Effective Date. This resolution shall be effective immediately upon its approval and adoption.

(*Signature page follows.*)

ADOPTED AND APPROVED by the City Council of Lehi City, Utah, this August 8, 2023.

LEHI CITY, UTAH

_____

Mayor

ATTEST:

_____

City Recorder

EXHIBIT A

[ATTACH COPY OF GENERAL INDENTURE]

EXHIBIT B

[ATTACH FORM OF SUPPLEMENTAL INDENTURE]

EXHIBIT C

[ATTACH FORM OF PURCHASE CONTRACT]

EXHIBIT D

[ATTACH FORM OF PRELIMINARY OFFICIAL STATEMENT]

EXHIBIT E

NOTICE OF BONDS TO BE ISSUED

NOTICE IS HEREBY GIVEN pursuant to the provisions of Section 11-14-316, Utah Code Annotated 1953, as amended, that on _____, 2023, the City Council (the *"Council"*) of Lehi City, Utah (the *"City"*), adopted a resolution (the *"Resolution"*) in which it authorized and approved the issuance of its Electric Revenue Bonds (the *"Bonds"*), in an aggregate principal amount of not to exceed $21,000,000 to bear interest at a rate or rates of not to exceed 6.00% per annum and to mature not later than 25 years from their date or dates and to be sold at a discount from par not to exceed 2.00%. The Bonds shall be subject to such optional and mandatory redemption and other provisions as are contained in the General Indenture of Trust, described below, and the final form of the Bonds and Supplemental Indenture, described below.

Pursuant to the Resolution, the Bonds are to be issued for the purpose of (a) financing all or a portion of the cost of acquiring and constructing certain improvements (the *"Project"*) to the City's electric utility system (the *"System"*), including the construction of a power generation facility, (b) funding all or a portion of any necessary reserves in connection with the Bonds, and (c) paying all or a portion of the costs incurred in connection with the issuance and sale of the Bonds. The Bonds are to be issued and sold by the City pursuant to the Resolution and a Supplemental Indenture (the *"Supplemental Indenture"*) and a copy of the General Indenture of Trust, dated as of May 1, 2009, as heretofor amended and supplemented (the *"General Indenture"*), that were before the Council and attached to the Resolution at the time of the adoption of the Resolution. The Council will adopt the bond resolution and the City will cause the Supplemental Indenture to be executed and delivered, in each case in such form and with such changes thereto as the Council shall approve upon the adoption of the bond resolution, *provided* that the principal amount, interest rate or rates, maturity and discount, if any, will not exceed the respective maximums described above.

The repayment of the Bonds will be secured by a pledge of the net revenues from the System (the *"Net Revenues"*).

The City currently has $13,030,000 par amount of bonds currently outstanding that are secured by the Net Revenues. More detailed information relating to the City's outstanding bonds can be found in the City's most recent Comprehensive Annual Financial Report that is available on the Office of the Utah State Auditor's website (www.sao.state.ut.us). The estimated total cost to the City of the proposed Bonds that will be used to finance the costs of the Project, if the Bonds are held until maturity and based on estimated interest rates currently in effect, is $ 27,542,250.

A copy of the Resolution (including the drafts of the Supplemental Indenture and a copy of the General Indenture attached to the Resolution) is on file in the office of the City Recorder at 153 North 100 East, in Lehi, Utah, where the Resolution may be examined during regular business hours of the City Recorder from 8:00 a.m. to 5:00 p.m. The Resolution shall be so available for inspection for a period of at least thirty (30) days from and after the date of the publication of this notice.

NOTICE IS FURTHER GIVEN that, pursuant to law, for a period of thirty (30) days from and after the date of the publication of this notice, any person in interest shall have the right to contest the legality of the Resolution (including the Supplemental Indenture attached thereto) of the City or the Bonds authorized thereby or any provisions made for the security and payment of the Bonds. After such time, no one shall have any cause of action to contest the regularity, formality or legality of the Resolution, the Bonds or any provisions made for their security and payment for any cause.

DATED August 8, 2023.

LEHI CITY, UTAH

EXHIBIT F

LEHI CITY, UTAH
NOTICE OF PUBLIC HEARING WITH RESPECT TO
ELECTRIC REVENUE BONDS

PUBLIC NOTICE IS HEREBY GIVEN that the City Council (the *"Council"*) of Lehi City, Utah (the *"City"*), shall hold a public hearing to receive input from the public with respect to the issuance of its Electric Revenue Bonds (the *"Bonds"*) to finance all or a portion of the cost of acquiring and constructing certain improvements (the *"Project"*) to the City's electric utility system (the *"System"*), including the construction of a power generation facility, and the potential economic impact that the Project will have on the private sector, pursuant to the Local Government Bonding Act, Title 11, Chapter 14, Utah Code Annotated 1953, as amended (the *"Act"*).

PURPOSE FOR ISSUING BONDS

The City intends to issue the Bonds for the purpose of (a) financing all or a portion of the cost of acquiring and constructing certain improvements (the *"Project"*) to the City's electric utility system (the *"System"*), including the construction of a power generation facility, (b) funding all or a portion of any necessary reserves in connection with the Bonds, and (c) paying all or a portion of the costs incurred in connection with the issuance and sale of the Bonds.

MAXIMUM PRINCIPAL AMOUNT OF THE BONDS

The City intends to issue the Bonds in an aggregate principal amount not exceeding $21,000,000.

ELECTRIC REVENUES PROPOSED TO BE PLEDGED

The City proposes to pledge to the payment of the Bonds the net revenues from the System (the *"Net Revenues"*).

TIME, PLACE AND LOCATION OF PUBLIC HEARING

The City will hold a public hearing during its City Council meeting that begins at 7:00 p.m. on September 19, 2023. The public hearing will be held at the regular meeting place of the Council at 153 North 100 East, in Lehi, Utah. All members of the public are invited to attend and participate in the public hearing. Written comments may be submitted to the City, to the attention of the City Recorder, prior to the public hearing.

PURPOSE FOR HEARING

The purpose of the hearing is to receive input from the public with respect to the issuance of the Bonds and the potential economic impact that the Project will have on the private sector.

DATED _____, 2023.

LEHI CITY, UTAH

Agenda Item No: 9.2

City Council Agenda Item Report

Meeting Date: August 8, 2023
Submitted By: Teisha WIlson
Submitting Department:
Item Type: Resolution
Agenda Section: Regular Agenda

Subject:
Consideration of Resolution #2023-50 approving a second amendment tot he agreement between Lehi City and SIRQ Construction for pre-construction and construction managements/general contractor services for Fire Station 84.

Suggested Action:

Attachments:

Res 2023-50.docx

Lehi Fire Station #84 (GMP Amendment Exhibit D) 7.28.pdf

Executed Contract SIRQ.pdf

LEHI CITY

RESOLUTION NO. 2023-50

A RESOLUTION OF THE LEHI CITY COUNCIL APPROVING A SECOND AMENDMENT TO THE AGREEMENT BETWEEN LEHI CITY AND SIRQ CONSTRUCTION, INC. FOR PRE-CONSTRUCTION AND CONSTRUCTION MANAGEMENT/GENERAL CONTRACTOR SERVICES FOR STATION 84

WHEREAS, on or about September 1, 2022 the City and SIRQ Construction, Inc. ("Contractor") entered into an Agreement for Fire Station 84 Preconstruction and Construction Management/General Contractor Services ("Agreement") for the design and construction of Station 84;

WHEREAS, to better assure that the timeline for construction of the project is met, the parties desire to amend the Agreement to add an Exhibit D to the original agreement providing a final Guaranteed Maximum Price Summary incorporating all of the Value Engineering Options, provide a Final Value Engineering Log with Approved Options and make general clarifications.;

WHEREAS, on August 8th, 2023, the City Council held a duly noticed public meeting to ascertain the facts regarding this matter, which facts and comments are found in the meeting record; and

WHEREAS, after considering the facts and comments presented to the City Council, the Council finds: (i) that it should approve the Second Amendment to the Agreement with SIRQ Construction 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 amendment to the Agreement attached hereto as Exhibit "D" is hereby approved and the Mayor is authorized to execute the Agreement and take all other such action as is necessary to make them effective.

2. This resolution shall take effect immediately.

Approved and Adopted by the City Council of Lehi City, Utah this 8th day of August, 2023.

LEHI CITY

_____

Mark Johnson, Mayor

ATTEST

_____

Teisha Wilson, City Recorder

Exhibit “D”

Lehi Fire Station #84 (GMP Amendment Exhibit D)

7/28/2023 17,141 SF

Description of work	% of Total	Total	Bid Subcontractors	Cost/sf
GENERAL CONDITIONS	3.58%	$ 392,000	SIRQ	$ 22.87
SURVEY	0.13%	$ 14,000	Smith Elevations	$ 0.82
CLEANING	0.21%	$ 23,102	SIRQ	$ 1.35
DEMOLITION	0.00%	$ -	See Earthwork	$ -
CONCRETE	7.29%	$ 798,214	Cornerstone	$ 46.57
MASONRY	0.33%	$ 36,000	Wasatch	$ 2.10
STEEL	9.12%	$ 998,921	Precision Welding	$ 58.28
ROUGH CARPENTRY	0.88%	$ 96,618	RJP	$ 5.64
ARCHITECTURAL WOODWORK	1.83%	$ 200,628	Artistic Mill	$ 11.70
DAMPPROOFING	0.00%	$ -	N/A	$ -
INSULATION	0.38%	$ 41,557	Penguin	$ 2.42
EIFS	0.00%	$ -	See Siding	$ -
AIR BARRIER	0.00%	$ -	GWC	$ -
SIDING	9.15%	$ 1,002,828	Combo V.E Option	$ 58.50
ROOFING	2.53%	$ 276,843	Superior	$ 16.15
ROOF ACCESSORIES	0.01%	$ 615	SIRQ	$ 0.04
FIREPROOFING	0.00%	$ -	0	$ -
JOINT SEALANTS	0.20%	$ 22,291	Precision	$ 1.30
DOORS, FRAMES, HARDWARE	0.82%	$ 89,433	LKL	$ 5.22
OVERHEAD DOORS	2.29%	$ 250,739	Crawford	$ 14.63
STOREFRONT	3.96%	$ 433,565	Bountiful Glass	$ 25.29
DRYWALL	4.79%	$ 524,550	Lacem	$ 30.60
TILE	0.42%	$ 45,800	JRC Tile V.E Option	$ 2.67
ACOUSTICAL CEILINGS	1.28%	$ 140,240	Golder Acoustics	$ 8.18
FLOORING	0.76%	$ 83,643	DFS	$ 4.88
PAINTING	0.70%	$ 76,723	C-5	$ 4.48
SIGNAGE	0.56%	$ 60,989	Identity Signs	$ 3.56
SPECIALTIES	0.25%	$ 27,763	Jorgenson	$ 1.62
EQUIPMENT	0.06%	$ 6,900	SIRQ	$ 0.40
WINDOW COVERINGS	0.12%	$ 13,186	Scottco	$ 0.77
FIRE SPRINKLER	1.04%	$ 114,275	Firetrol	$ 6.67
PLUMBING	0.00%	$ -	See HVAC	$ -
HVAC	11.51%	$ 1,260,652	Johnson Air & PJ Plumbing V.E	$ 73.55
ELECTRICAL	8.09%	$ 886,000	GSL V.E Option	$ 51.69
EARTHWORK	16.19%	$ 1,773,750	Sunroc	$ 40.72
ASPHALT	0.00%	$ -	See Earthwork	$ -
FENCING	0.59%	$ 64,933	Vinyl Industries	$ 1.49
SITE FURNISHINGS	0.18%	$ 19,350	SIRQ	$ 0.44
LANDSCAPING	1.38%	$ 151,700	SINC V.E	$ 3.48
Offsite				
Sub Total	90.61%	**$ 9,927,807**		$ 579.18
Indirects				
Building Permit	0.00%	By Owner		$ -
Bond	0.89%	$ 97,506		$ 5.69
General Liability	0.39%	$ 38,619		$ 2.25
Builders Risk (By Owner)		By Owner		By Owner
Warranty	0.180%	$ 18,115.08		
Safety Allocation	0.025%	$ 2,521		
Preconstruction Services	1	$ 9,970		$ 0.58
Contingency				
Inclement Weather Conditions		$ 45,000		$ 2.63
Design Contingency		$ -		$ -
Construction Contingency	4.00%	$ 405,582		$ 23.66
Fee				
Contractors Fee	3.90%	$ 411,260		$ 23.99
Current Design Grand Total - Building and Offsite:		**$ 10,956,379**		**$639.19**
Offsite Deduct:		**$ (839,306)**		
Total with Offsite Removed:		**$10,117,073.24**		**$634.31**

	Clarifications
1	Weed barrier is not included in plans or base bid, $7,000 to include.
2	Visual display units (whiteboard/tackboards) not called out in plans or spec and are not included in bid.

3	Corner guards not called out in plans or spec and are not included in bid.
4	Gear lockers are OFCI per FFE101
5	Foundation waterproofing is not called out in plans or specifications. This is a $4,400 add if wanted.
6	We do not recommend field painting the Sectional Doors to match the four fold fast action doors. We have however, included funds to paint the sectional doors to match.
7	The four fold overhead doors require an immediate submittal review and approval due to lead times.
8	We have bid concrete end sections in place of concrete headwalls per Lehi City Detail SD-11.
9	Bid excludes the demolition of any underground structures suchs as septic tanks, known or unknown.
10	Dewatering not included in bid. Should dewatering be needed, it will be priced via change order on a case by case basis.
11	SIRQ and its subcontractors are not responsible for any surface drainage issues resulting from grades designed at less than 1.5%.
12	Earthwork quantities are based on grades shown on the drawings provided at time of bid. If the onsite grades vary from the grades on the plans, we reserve the right to adjust our pricing accordingly.
13	Bid excludes any water loops.
14	Bid excludes any city connection or impact fees.
15	Bid excludes any monument survey, preservation or installation.
16	Bid excludes any shoring or bracing of excavation other than trenches for utilities. Should additional shoring be found to be needed, additional charges will need to be addressed on a case by case basis.
17	Bid excludes any prime coat, fog coat, or seal coat for asphalt paving.
18	Bid does not include any pinhole remediation.
19	Any damage to valves, hydrants or other onsite utilities during the warranty period, not caused by workmanship or improper installation, will be the responsibility of the owner.
20	Electrical One line drawings currently represent that the generator is furnish and install by GC. After recent discussions it is our understanding that the Generator is now OFCI. We have included costs in the bid above to install the Generator only. If the generator is to be purchased by the GC the approximate cost is $ 90,200.
21	SIRQ and its subcontractors intend to comply with all local, county, state, and federal SWPPP regulations during the construction of this project. This being said, per Utah law, when wind speed exceeds 25 miles per hour onsite, it will be extremely difficult, if not impossible, for dust to be controlled. Normal dust control measures, such as pre-event watering and regular watering, will be provided as possible. Should wind become too intense, work will be halted in order to prevent any additional dust producing operations. This halt of work will be communicated with the owner and the schedule will be adjusted accordingly.
22	The Jordan River is considered by the Utah DEQ as an impaired body of water and thus additional care will be taken to prevent any adverse affects to this water body during the construction process. It is the responsibility of the owner to furnish, obtain, or otherwise provide any and all necessary permits, applications, or other charges required for the offsite storm drain to be installed as designed on the plans, especially any special conditions, permits, applications, or other charges relating to the discharge of storm water at the East end of the line as shown. SIRQ assumes all needed documentations, permissions, discharge allowances, fees, etc. will be obtained and provided by the owner before this work is to commence with any governing entity including the owner itself.
23	We exclude all MechoShade products as the basis of design conflicts with MechoShade and Phifer SW2900 fabric. Mecho does not use this fabric. Alternative has been priced. Should Mecho be required, additional design/specifications will need to be provided and additional charges will apply.
24	The Wallace Delta Cantilever Gate is extremely expensive and our fencing installers will not stand behind the product because it is failing on multiple projects for them. We have thus included an alternate. Pricing for the Wallace Delta Gate available upon request.
25	The Trash Gates are listed on Sheet C601 detail TE-01 as " Opaque", no other information is provided. We have thus included an allowance of $4400.00 for the trash/generator enclosure gates.
26	We have included base bid plans dated: May 25th, Addenda A, B, & C, Specifications, and new door hardware specifications, in this pricing Iteration. We have not included Addenda D which was released after the bid date and per the Architect, will have little impact on costs.
27	We have included pricing of the Door hardware specification - 087110 which we received after the bid date on 6.23.
28	We have been informed that the Rubber Tile - Signature Sports Flooring, Rubberdeck Supertile.Size: 1"x2'x2'. Color: Black Color: Blizzard, has been discontinued. We have thus included an alternate product which is a Recycled Black Rolled rubber 3/4" thick, 4' wide. If the Signature sports flooring is wanted, it will be an added cost.
29	We have included an allowance of $45,000 for Inclement weather conditions. Any unspent dollars will return to the Owner. The timing of the project has the greatest impact on this. If we are able to start sooner, less funds will be needed.
30	We have not included builders risk in this package. It is assumed by owner. If required, please add $14,762 to this bid package.
31	SIRQ reserves the right to switch subcontractors for any reason prior to or during construction.
32	Accepted V.E log savings are included as they are written and understood per subcontractors. If deviations occur between what is written in the V.E log and what is shown in any future conformance plan sets, this will result in a cost change order.
33	The construction contingency is reserved for construction related activities only and is to be managed and allocated by SIRQ. It is not to be used for added scope to the original plan / spec contract documents. Any unspent contingency will be returned to the owner during or at the end of the project.

34	The Principal and its Sureties shall not be held liable under this Bond or under the Contract for any impacts, delays, defaults, or damages related to Principal's work arising from, or related to epidemics, pandemics, medical emergencies, supply line interruptions, or natural disasters impacting the work required by the Contract, regardless of where such events occur, acts of God, terrorism, war, acts of government or administrative suspension, limitation, or shut-down, or the direct or indirect consequences or aftermath of any of the foregoing, and the Contract further provides that the Principal shall be entitled to an extension of the Contract Time and an equitable adjustment of the Contract Price, as a result of any of the exclusions heretofore cited. In the event the provisions for force majeure, time extensions, or equitable adjustment for time and money are more favorable to Principal in the Contract, than in this exclusion, the more favorable shall apply.
35	The Project Owner shall be responsible to procure all utility service agreements in a timeframe that does not hinder the construction progress. Note that power, gas, water etc. will be required for construction purposes. The Contractor will help coordinate installation of such services after the Owner has established the service agreement with each utility provider.
36	Our anticipated construction start date will begin upon receipt of permit. Substantial completion will be 12.2 months after initial construction start.

Owner Signature: **Date:**

Contractor Signature: **Date:**

Lehi Fire 84 Value Engineering Log

Date 7.28.2023

ITEM #	Trade	Reference	ASSGN	ITEM DESCRIPTION	VALUE	CLASS	UNDECIDED (1)	ACCEPTED (2)	INCORPORATED (3)	REJECTED (4)
1	5		Steel	Remove Decorative 1/2" Steel Plate at OH Door Locations	$ (25,000)	4	$ -	$ -	$ -	$ (25,000)
2	6		Millwork	Eliminate built in desks at dorms FF&E	**$ (13,974)**	3	$ -	$ -	$ (13,974)	$ -
3	7	Add 3 : AE201	Wall Panels	Change Steni panels to standardized size ACM panel sizes to gain material efficiencies.	$ (135,000)	4	$ -	$ -	$ -	$ (135,000)
4	7	Add 3: AE201 - A5/E5	Wall Panels	Eliminate architectural Fins at the West elevation	**$ (50,446)**	3	$ -	$ -	$ (50,446)	$ -
5	7	Add 3 : AE201	Wall Panels	Change the Extruded aluminum cladding from Facil (wood Finish) as currently bid and specified to Alum aboard	$ (10,000)	4	$ -	$ -	$ -	$ (10,000)
6	7	Add 3 : AE201	Wall Panels	Change the mineral fiber insulation from Cavity Rock Black to the standard color green-ish Cavity Rock (Only at ACM & Facil Panels)	$ (7,110)	3	$ -	$ -	$ (7,110)	$ -
7	7		Roof	Remove the protection board at roof	**$ (25,600)**	3	$ -	$ -	$ (25,600)	$ -
8	7		Roof	Mechanical Fasted in lieu of Fully adhered	**$ (8,582)**	3	$ -	$ -	$ (8,582)	$ -
9	7		Roof	EPS Crickets in lieu of poly-iso	**$ -**	4	$ -	$ -	$ -	$ -
10	7		Plumbing	Change Cast Iron pipe at roof to PVC	**$ (6,104)**	3	$ -	$ -	$ (6,104)	$ -
11	8		Glazing	Storefront hardware V.E Package	**$ (22,000)**	3	$ -	$ -	$ (22,000)	$ -
12	8		OH Doors	Replace four fold doors with sectional doors	$ (80,000)	4	$ -	$ -	$ -	$ (80,000)
13	9		Gyp	20 GA metal studs at non-load bearing walls	**$ (35,664)**	3	$ -	$ -	$ (35,664)	$ -
14	9		Tile	Use Standard Grout in Lieu of Epoxy	**$ (5,300)**	3	$ -	$ -	$ (5,300)	$ -
15	9	AE401	Tile	Deco-Band Tile 1x6 Mosaic replaced with field tiles on the walls in shower	**$ (5,000)**	3	$ -	$ -	$ (5,000)	$ -
16	10	Add 3 : AE201	Signage	Remove Monument Sign	$ (21,000)	4	$ -	$ -	$ -	$ (21,000)
17	10	Add 3 : AE201	Signage	Remove signage on SW of building. This was not intended to be in the plans.	$ (12,000)	4	$ -	$ -	$ -	$ (12,000)
18	10	Add 2: AS102	Specialties	Reduce flag poles to 30' and 25'	**$ (13,500)**	3	$ -	$ -	$ (13,500)	$ -
19	10	Add 2: AS102	Specialties	Single 25' flag pole	???	4	$ -	$ -	$ -	???
20	10		Specialties	Eliminate mirror at exercise room	**$ (10,000)**	3	$ -	$ -	$ (10,000)	$ -
21	9		ACT	ACT-1 replace with a another type	$ (500)	4	$ -	$ -	$ -	$ (500)
22	9		ACT	Reduce material thickness of felt panels down to 1/2" from 1" All baffles	$ (18,000)	1	$ (18,000)	$ -	$ -	$ -
23	9		ACT	SC-1 4x9 Felt panel replace with dry wall and stick on design graphic	**$ (25,000)**	1	$ (25,000)	$ -	$ -	$ -
24	9		ACT	Change SC-1 in dayroom to ACT cloud ceilings	**$ (70,850)**	1	$ (70,850)	$ -	$ -	$ -
25	9		ACT	Eliminate SC-1 from project completely and replace at dayroom ceiling only (445 SF) with Techstyle Acoustical - Lay in Ceiling by CertainTeed in Oakwood Color, 2'x4' grid size	**$ (61,000)**	3	$ -	$ -	$ (61,000)	$ -
26	22		Plumbing	Eliminate the Radiant Heating in the Driveway Zone Z6,Z7	**$ (156,669)**	4	$ -	$ -	$ -	$ (156,669)
27	22/23		Plumbing/HVAC	Eliminate all in slab Radiantate throughout project Zone Z1-Z5	**$ (163,736)**	4	$ -	$ -	$ -	$ (163,736)

Owner Signature: **Date:**

Contractor Signature: **Date:**

28	22/23		Plumbing/HVAC	Eliminate Radiant Slab at the app bay in favor of radiant tube heaters	**$ (115,095)**	3	$ -	$ -	$ (115,095)	$ -
29	3		Concrete	Reduce concrete section at app bay if radiant is removed	**$ (15,000)**	3	$ -	$ -	$ (15,000)	$ -
30	22		Plumbing	Change TD-1 to 6" wide Grate Class E (Same weight rating as currently designed)	**$ (11,182)**	3	$ -	$ -	$ (11,182)	$ -
31	22		Plumbing	Change TD-1 to 6" wide Grate Class C	**$ (19,447)**	4	$ -	$ -	$ -	$ (19,447)
32	22		Plumbing	Install fiberglass insulation on water lines in corridors that have Techstyle Ceiling with Channel Trim rather than insulation with PVC jacket	$ (5,071)	1	$ (5,071)	$ -	$ -	$ -
33	26		Electrical	More economical lighting package (Projected)	**$ (85,000)**	3	$ -	$ -	$ (85,000)	$ -
34	26		Electrical	Reduce the heat tape amount on project to roof drains	$ (10,000)	1	$ (10,000)	$ -	$ -	$ -
35	26		Electrical	Lighting Package Deduct	$ (51,000)	1	$ (51,000)	$ -	$ -	$ -
36	26		Electrical	MC Cable Deduct (Home Runs only)	$ (36,500)	4	$ -	$ -	$ -	$ (36,500)
37	26		Electrical	Full MC Cable Deduct	**$ (55,500)**	3	$ -	$ -	$ (55,500)	$ -
38	26		Electrical	Alerting and Fire Alarm Free Cable Deduct	**$ (9,000)**	3	$ -	$ -	$ (9,000)	$ -
39	32		Fencing	Eliminate the Cantilever Gate	$ -	4	$ -	$ -	$ -	$ -
40	32		Landscape	V.E Tree Size	$ (10,929)	4	$ -	$ -	$ -	$ (10,929)
41	32		Landscape	V.E Shrub Size	$ (4,904)	4	$ -	$ -	$ -	$ (4,904)
42	32		Landscape	Place Onsite Topsoil Reduced Depths Of 4" Turf And 6" Planters (Non- Amended Soils)	$ (40,174)	4	$ -	$ -	$ -	$ (40,174)
43	32		Landscape	Use onsite soil for topsoil	**$ (14,500)**	3	$ -	$ -	$ (14,500)	$ -
44	32		Earthwork	Spread 4543 CY Offsite trench Spoils on site (630 CY will be used for landscape topsoil. The savings is incorporated in this number)	**$ (12,500)**	3	$ -	$ -	$ (12,500)	$ -
45	32		Earthwork	Vegetation Berm instead of Silt Fence	**$ (9,450)**	3	$ -	$ -	$ (9,450)	$ -
46	32		Earthwork	15" HP Storm instead of 16" DIP for Gravity Irrigation (either 35 or this, not both)	**$ (8,520)**	4	$ -	$ -	$ -	$ (8,520)
47	32		Earthwork	15" SDR35 instead of 16" DIP for Gravity Irrigation (either 34 or this, not both)	**$ (6,816)**	4	$ -	$ -	$ -	$ (6,816)
48	32		Earthwork	15" HP Storm instead of RCP for Onsite	**$ (1,480)**	4	$ -	$ -	$ -	$ (1,480)
49	32		Earthwork	12" HP Storm instead of RCP for Onsite	**$ (837)**	4	$ -	$ -	$ -	$ (837)
50	32		Earthwork	Asphalt in Lieu of Concrete on South side of Station in Parking lot (assuming $9/sf concrete credit, potential to change with road section re-design)	**$ (86,263)**	4	$ -	$ -	$ -	$ (86,263)
51	32		Earthwork	15" HP Storm instead of RCP for Offsite	**$ (2,289)**	4		$ -		
52	32		Earthwork	Find Closer Dumpsite for access Soils	$ -	4	$ -	$ -	$ -	$ -
53	32		Earthwork	Use native soils as backfill from trench Excavations (Onsite)	**$ (91,157)**	4	$ -	$ -	$ -	$ (91,157)
54	32		Earthwork	Use native soils as backfill from trench Excavations (Need to split out between (Offsite)	**$ (142,594)**	4	$ -	$ -	$ -	$ (142,594)
					(1,827,243)	**SUBTOTAL**	**$ (179,921)**	**$ -**	**$ (591,507)**	**$ (1,053,526)**

Owner Signature: **Date:**

Contractor Signature: **Date:**

AGREEMENT FOR FIRE STATION 84 PRE-CONSTRUCTION AND CONSTRUCTION MANAGEMENT/GENERAL CONTRACTOR SERVICES

THIS AGREEMENT is made and entered into this 1ST day of September, 2022, and effective as of the date the last party signs below ("Effective Date") between Lehi City Corporation, 153 North 100 East, Lehi, Utah 84043 ("City") and SIRQ Construction Inc. 3900 North Traverse Mountain Blvd, Suite 202 Lehi, Utah 84043 ("Contractor").

WHEREAS, City desires to build a fire station ("Station 84"); and

WHEREAS, City issued Request for Qualifications (RFQ) 2022-12 to identify firms and companies which would best serve the needs of the City to provide pre-construction and construction management/general contractor services for Station 84; and

WHEREAS, Contractor submitted its qualifications to provide such management services and the City desires to contract with them to perform such work as described in the City's RFQ;

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 Services**. City hereby hires Contractor and Contractor agrees to be bound to the City to perform the Work as described in RFQ No. 2022-12 (including any addendums), and Contractor's response to RFQ No. 2022-12, both of which are attached hereto as Exhibit A, and both of which together with this Agreement are referred to as the "Contract Documents" and by this reference are incorporated herein and made a part hereof.

2. **Term**. Contractor shall commence the Work immediately upon the Effective Date. The Work shall be completed no later than November 1, 2023.

3. **Payment**. City shall pay Contractor as follows:

For Preconstruction Services:	$9,970
For General Conditions:	$392,000
For Construction Management Services:	3.9% of the total project cost

4. **Changes in Performance**. All changes in performance of this Agreement shall be described in detail on a change order request form, provided by the City, and which must be authorized in writing by an authorized representative of the City prior to commencing any proposed changes in performance. Contractor shall not be entitled to any additional consideration for changes in performance which were not

authorized as contemplated by this section, nor for the correction of any mistakes attributable in any way to Contractor, or its employees, agents, subcontractors, independent contractors, and the like.

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

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

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

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

   6.3 Any Work which Contractor has completed or performed prior to the date of any termination, suspension, or abandonment shall be recorded and tangible or electronic copies of the Deliverables shall be transferred to, and upon payment therefore become the property of, the City in accordance with the work product ownership provisions herein. If the City has terminated this Agreement without cause, then subsequently requests Contractor to recommence its performance of the scope of service after more than three (3) months from the date of

termination, the consideration payment amount shall be subject to renegotiation at the request of either party hereto.

If City terminates this Agreement without cause, Contractor shall immediately cease performing the Work and Contractor shall be entitled to payment for all services performed prior to the date of termination.

6.4 If the Lehi City Council decides not to appropriate a sufficient amount of resources to fund the consideration payment, this Agreement shall be void and of no further force or effect. In the event of such non-appropriation of resources, Contractor shall immediately cease performing the work and shall be entitled to payment for all services performed prior to being notified of the non-appropriation event. In no event shall the amount paid to Contractor exceed the Payment.

7. Taxes.

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

8. Indemnification and Insurance.

8.1 Contractor shall be responsible for any damage or injury which it, or its employees, agents, subcontractors, independent contractors, and the like cause in the performance of this Agreement. Consequently, Contractor shall indemnify and hold harmless the City, any subsidiary of the City, and its past, present and future employees from and against all claims, damages, lawsuits, losses, liabilities, liens, cost, citations, penalties, fines and expenses, including but not limited to reasonable attorneys' fees, in each case to the extent caused by the gross negligence, willful misconduct or negligent performance of Contractor, its employees, subcontractors, or anyone for whose acts Contractor is responsible. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity, which may otherwise exist in favor of the City. In any and all claims against the City, or any subsidiary or affiliate, or any of its past, present or future agents, representatives, or employees, by Contractor, or its current or former employees, agents, subcontractors, independent contractors, and the like, or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this paragraph shall not be limited in any way by the amount or types of damages, compensations, or benefits payable by or for Contractor, or any subcontractor, worker's compensation acts, disability benefit acts, or other employee benefit acts.

8.2 Contractor, at its own expense, shall provide for the payment of workers'

compensation benefits to its employees employed on or in connection with the performance of this Agreement, and in accordance with applicable State and Federal laws.

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

8.4 Contractor, at its own expense, shall maintain automobile public liability insurance with bodily injury and death limits of $250,000 for any one person, and $500,000 for any one occurrence, and a property damage limit per occurrence of $250,000. It is intended by this Section that the requirements set forth herein will satisfy applicable minimum requirements under Utah law. However, in the event that the foregoing requirements do not satisfy applicable Utah law, Contractor must maintain automobile public liability insurance in amounts satisfying applicable Utah law.

8.5 Contractor, at its own expense, shall maintain professional liability/errors and omissions insurance appropriate to Contractor's profession, with a limit of $2,000,000.00 per occurrence. The professional liability/errors and omissions insurance required by this Section 8.5 must be project specific with a one-year extended reporting period. Contractor shall, likewise, require its subcontractors, if any, to provide for such benefits and to maintain such insurance at no expense to the City.

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

8.7 All insurance required by this Agreement, with the exception of worker's compensation and employer's liability and professional liability/errors and omissions policies, shall include the City, its directors, officers, and employees as additional insured persons with respect to the activities of Contractor in the performance of this Agreement, or that of its employees, agents, subcontractors, independent contractors, and the like. Any certificate presented as evidence of insurance shall specify the date when such benefits and insurance expire. Unless a different length of time is expressly set forth in this Agreement, Contractor shall maintain any insurance required by this Agreement until after the Work has been fully performed by Contractor, and subsequently approved and accepted by the City. Contractor shall provide the City with written notice at least thirty (30) days in advance of any cancellation, termination, or material alteration of said policies of insurance or ten (10) days due to nonpayment of premium.

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

9. 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 payment and performance bonds for 100% of the Payment and performance of the Work. The completed payment and performance bonds shall be attached hereto as Exhibit B. In the event that Contractor fails to provide payment and performance bonds within 10 days of the Effective Date, this Agreement shall be void.

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

9.3 The payment and performance bonds 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 shall perform its obligations required by this Agreement in a manner consistent with generally accepted applicable professional and technical standards for Scope of Service of a similar and comparable nature existing at the time of performance for the locality where the services are performed ("Standard of Care"), and shall ensure that the implementation thereof is also performed in an applicable professional, and technical manner. Provided it receives written notice thereof withing one year of completing the Work, Contractor shall correct any failure to meet this Standard of Care at no additional cost to the City. Upon request by the City, Contractor must be able to summarize and concisely report pertinent information associated with this Agreement and the performance thereof to the City in a timely manner. Contractor shall not make any alterations or variations in or additions to, or omissions from, its duties and obligations contemplated by this Agreement, without the prior written consent of the City.

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

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

11. Confidentiality and Work Product Ownership.

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

11.2 Notwithstanding Section 11.1 Contractor agrees that, except as directed by the City, Contractor shall not at any time during or after the term of this Agreement disclose to any person or entity any information or document provided by the City which the City has designated as "confidential" or "private. Upon the conclusion or termination of this Agreement, Contractor shall turn over to the City all documents, papers, and other matter, including copies thereof, which are in Contractor's possession or control, and which are designated "confidential" or "private." ." Notwithstanding the foregoing, Contractor may retain a copy of the City's confidential information, subject to the obligations of this Agreement, if Contractor determines such retention is necessary for the sole purpose of documenting the use of such confidential information in the preparation of any work product to which professional liability might attach. Contractor further agrees to bind its employees and any sub-contractors to the terms and conditions of this Section 10.2.

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

12. Notice.

12.1 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: Chief Jeremy Craft
153 North 100 East
Lehi, Utah 84043

To Contractor:
SIRQ
Attn: Joe Reynolds
3900 North Traverse Mountain Blvd
Suite 202
Lehi, Utah 84043

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

12.3 The designation of any address or individual contemplated by this Section 12 may be changed by notice given in the same manner as provided in this Section 12, and shall not be subject to the restrictions contemplated by Section 17.

13. 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.

14. 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.

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

16. 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.

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

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

19. **Force Majeure.** Neither party 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.

20. **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.

21. **Governing Law.**

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

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

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

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

21.2.3 To the fullest extent allowed by law, that:

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

21.2.3.2 The venue of any such action is improper.

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

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

21.4 Any and all disputes, controversies or claims between the parties to this Agreement, not settled within twenty (20) days following written notice of such dispute, shall be referred to senior management of the parties for resolution. In the event that the parties are unable to settle the dispute through senior management negotiations as set forth above, all remaining controversies or claims may then be submitted to mediation upon agreement of both parties. The parties shall share equally the costs and fees of the mediator and each party shall pay its own costs and attorneys' fees incurred in mediation or any subsequent litigation. In the event that the dispute has not been resolved within thirty (30) days following mediation, or such longer period as the parties may agree, either party may initiate formal legal proceedings against the other party.

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

[signature page follows]

Dated the 29th day of August, 2022.

SIRQ Construction, Inc.

By: Joe Reynolds
Its: CEO

STATE OF UTAH)
: ss.
COUNTY OF UTAH)

On this 29th day of August, 2022, personally appeared before me Joe Reynolds, 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 CEO of SIRQ Construction Inc. and that said document was signed by him/her in behalf of said Corporation by Authority of its Bylaws, or (Resolution of its Board) and said _____ acknowledged to me that said Corporation executed the same.

FAITH ANN WEST
NOTARY PUBLIC • STATE OF UTAH
COMMISSION# 719199
COMM. EXP. 07-19-2025

Witness my hand and official seal.

(notary signature)

Dated the 29th day of August, 2022.

Lehi City Corporation

Mayor Mark Johnson

Attest:

Teisha, Wilson, City Recorder

CORPORATE SEAL OF LEHI CITY
STATE OF UTAH

EXHIBIT A – Contract Documents

EXHIBIT B – Payment/Performance Bond

EXHIBIT C – Warranty Bond

Agenda Item No: 9.3

City Council Agenda Item Report

Meeting Date: August 8, 2023
Submitted By: Teisha WIlson
Submitting Department:
Item Type: Resolution
Agenda Section: Regular Agenda

Subject:
Consideration of Resolution #2023-49 approving an agreement with Suncroc for the construction for the Oak Hollow tank and pond drains with all associated structures and access roads.

Suggested Action:

Attachments:

Res 2023-49.docx

Sunroc Agreement.docx

LEHI CITY

RESOLUTION NO. 2023-49

A RESOLUTION OF THE LEHI CITY COUNCIL APPROVING AN AGREEMENT WITH SUNROC CORPORATION FOR THE CONSTRUCTION OF THE OAK HOLLOW TANK AND POND DRAINS WITH ALL ASSOCIATED STRUCTURES AND ACCESS ROADS.

WHEREAS, Lehi City desires to contract for the Construction of the Oak Hollow Tank and Pond Drains with all associated structures and access road; and

WHEREAS, Lehi City issued a complete set of construction drawings from EDM Partners dated April 5th 2023 to potential contractors pursuant to the Lehi City Municipal Code, and Sunroc Corporation submitted a Response to the requested bid which Lehi City determined to be the lowest responsive and most responsible proposal/bid and Lehi City desires to contract with Sunroc Corporation to perform the Work; and

WHEREAS, on August 8th, 2023 the Lehi City Council held a duly-noticed public meeting to ascertain the facts regarding this matter, which facts and comments are found in the meeting record; and,

WHEREAS, after considering the facts and comments presented to the City Council, the Council finds: (i) that it should approve an Agreement with Sunroc Corporation.; 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 Sunroc Corporation. 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 8th day of August, 2023.

LEHI CITY

_____

Mark Johnson, Mayor

ATTEST

_____

Teisha Wilson, City Recorder

EXHIBIT “A”

AGREEMENT FOR Oak Hollow Tank and Pond Drains

THIS AGREEMENT FOR THE Oak Hollow Tank and Pond Drains ("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 Sunroc Corporation, whose principal place of business is located at 3468 North 1150 West Spanish Fork, Utah 84660. ("Contractor").

WHEREAS, City desires to contract for the Construction of the Oak Hollow Tank and Pond Drains with all associated structures and access road. (the "Work"); and

WHEREAS, City issued a complete set of construction drawings from EDM Partners dated April 5th 2023 and Contractor submitted a Response to the requested bid which City determined to be the lowest responsive and most responsible proposal/bid and the City desires to contract with Contractor to perform the Work;

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

1. Scope of Work. City hereby hires Contractor and Contractor agrees to be bound to the City to perform the Work as described in EDM Oak Hollow Tank and Pond Drain plans and Contractor's Response to requested bid dated , May 16th, 2023 both attached hereto as Exhibit A, and referred to as the "Contract Documents" and by this reference are incorporated herein and made a part of this Agreement.

2. Term. The Work shall commence on the Effective Date and shall be completed no later than December 15th, 2023.

3. Payment. City shall pay One Hundred Fifty-Two Thousand Six Hundred Ninety-One Dollars and Twenty Five Cents. ($152,691.25).

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

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

from loss or liability on the account of defective or incomplete performance by Contractor, including but not limited to defective goods or services not remedied, or any other failure to comply with the terms and conditions of this Agreement.

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

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

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

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

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

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

limited to the Payment. In the event of such non-appropriation of resources, Contractor shall be entitled to payment for all services performed prior to being notified of the non-appropriation event.

7. Taxes.

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

8. Indemnification and Insurance.

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

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

8.3 Contractor, at its own expense, shall maintain General Liability Insurance: Commercial General Liability insurance written on an occurrence basis,

arising out of claims for bodily injury (including death), property damage, products liability, completed operations liability, personal injury, advertising injury, damage to premises rented to you, with not less than $3,000,000 per occurrence and $3,000,000 aggregate, with the contractor naming the City as Additional Insured for ongoing and completed operations, on a primary and non-contributory basis, with rights of subrogation against the city waived.

8.4 Contractor, at its own expense, shall maintain automobile 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. 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 property 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:	To Contractor:
Lehi City Corporation	Sunroc Corporation
Attn: Greg Allred	Attn: Doug Veenker
2538 North 300 West	3468 North 1150 West
Lehi, Utah 84043	Spanish Fork, Utah 84660

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 _____, 2023.

Sunroc Corporation

_____
By:
Its:

STATE OF UTAH)
: ss.
COUNTY OF UTAH)

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

Witness my hand and official seal.

_____
(notary signature)

Dated the _____ day of _____, 2023.

Lehi City Corporation

_____
Mayor Mark Johnson

Attest:

_____
Teisha, Wilson, City Recorder

EXHIBIT A – Contract Documents

EXHIBIT B – Performance Bond and Payment Bond

EXHIBIT C – Warrant Bond

Agenda Item No: 9.4

City Council Agenda Item Report

Meeting Date: August 8, 2023
Submitted By: Jacob Curtis
Submitting Department: Planning Division
Item Type: Ordinance
Agenda Section: Regular Agenda

Subject:
Consideration of Ordinance #42-2023 the Fox General Plan Amendment from Medium Density Residential to Light Industrial on 2.73 acres located at 501 & 535 North 500 West.

Suggested Action:

Attachments:

CC Staff Report Fox Light Industrial General Plan Amendment 08.08.23.docx

Fox Light Industrial GPA DRC 06.21.23.docx

Ord 42-2023.docx

Fox Aerial.pdf

Fox GP.pdf

Fox Zoning.pdf

Fox Light Industrial General Plan Amendment 06.21.23.pdf

FOX LIGHT INDUSTRIAL GENERAL PLAN AMENDMENT

CITY COUNCIL REPORT

Applicant	Brent Fox		
Meeting Date	August 8, 2023		
Requested Action/Purpose	Approval of a proposed general plan amendment		
Location	501 & 535 North 500 West		
Acreage	2.73 acres		
Existing Zoning	R-2/A-1		
Existing General Plan Land Use Designation	MDR		
Proposed Land Use Designation	LI (Light Industrial)		
Existing Land Use	Single family residential		
Adjacent Zoning and Land Use	*North*	R-2/A-1	Single family residential
	South	LI	Fox Construction
	East	R-2	Single family residential
	West	LI	Fox Construction yard
Date of DRC Review	June 21, 2023		
Date of Planning Commission Review	July 13, 2023		
Assigned Planner	Jacob Curtis		

REQUIRED ACTION

Planning Commission	Review and recommendation
City Council	Final approval

APPLICABLE DEVELOPMENT CODE REGULATIONS

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

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

APPLICABLE GENERAL PLAN GOALS AND POLICIES

LIGHT INDUSTRIAL (LI) The Light Industrial (LI) classification identifies and provides locations for light industrial uses that produce no appreciable impact on adjacent properties and seek a clean and attractive industrial setting. Uses allowed in the LI classification may include automobile and truck rental, auto and truck repair, furniture

manufacture and repair, tire distribution and retail sales, upholstery shops, industrial assembly, freight terminal, warehousing, moving and storage, and light manufacturing activity.

PROPERTY HISTORY

June 15, 1852 – This property is part of the original incorporated boundaries of Lehi.

REPORT ANALYSIS

The applicant is requesting to amend the General Plan land use designation of this property from Medium Density Residential to Light Industrial on 2.73-acres located at 501 and 535 North 500 West.

Per the applicant's narrative, the request for Light Industrial would facilitate the Fox's being allowed to have additional yard space and the possibility of a future office warehouse building on the property. The applicant feels the request is appropriate because it will provide additional buffer space between the railroad tracks and the nearby residential area.

The City Council should consider the allowed uses in the Light Industrial classification and if the expected use is appropriate on the property.

The DRC had six comments on the proposed General Plan amendment.

1. The council will need to decide whether or not it makes sense to bring impactful uses closer to other existing housing areas. The current General Plan doesn't have Light Industrial in this area, which indicating an intention to phase out Light Industrial in the future. Adding Light Industrial is contrary to what was decided with the 2022 update. This area is also on the edge of the downtown area and should encourage housing and commercial serving residents as shown on the plan.
2. Consider coordinating with these other two property owners to change the GP to LI so that the nonresidential area is more squared off (creates less of an island feel)
3. The yard space will eventually be considered as a conditional use
4. Information for Planning Commission/City Council from General Plan: The Light Industrial (LI) classification identifies and provides locations for light industrial uses that produce no appreciable impact on adjacent properties and seek a clean and attractive industrial setting. Uses allowed in the LI classification may include automobile and truck rental, auto and truck repair, furniture manufacture and repair, tire distribution and retail sales, upholstery shops, industrial assembly, freight terminal, warehousing, moving and storage, and light manufacturing activity.

Please consider the DRC comments in the motion.

POSSIBLE MOTIONS AND FINDINGS

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

1. The proposed General Plan amendment is/is not in conformance with the purposes, intent, and provisions of the General Plan and its various elements.
2. The proposed General Plan amendment is/is not consistent with the land uses and zoning of nearby and adjoining properties.
3. The proposed General Plan amendment will/will not have a substantial adverse effect on surrounding property.
4. The affected site is/is not physically suitable in terms of design, location, shape, size, operating characteristics, and the provision of public services to accommodate any potential future uses, including all land-

scaping, loading areas, open spaces, parking areas, setbacks, buffering/screening, walls, fences, yards, and other required features.

5. Additional findings based upon information presented during the public hearing.

PLANNING COMMISSION RECOMMENDATION

The Planning Commission reviewed the proposed general plan amendment on July 13, 2023. The minutes and motion from this meeting are as follows:

3.9) Public hearing and recommendation of Brent Fox's request for review of the Fox General Plan Amendment from Medium Density Residential to Light Industrial on 2.73 acres located at 501 & 535 North 500 West.

Applicant Brent Fox was available for questions.

Chairperson Newall opened public hearing.

Janet Olsen-expressed her concerns during the meeting. She mentioned that she lives in one of the island homes next to Foxes and had some worries. She noted that gravel brought in by Brant had fallen onto her property, and she was unsure about how the development would look and how much it would impact her property. She wondered if a wall would be put between her house and the back property. While she had some concerns, she acknowledged that Brant had been cooperative in the past and she could talk to him about the issues.

Chairperson Newall closed the public hearing.

Commissioner Eyre made a motion to positive recommendation. Commissioner Bunker seconded.

Motion: Commissioner Eyre moved to recommend approval of **Brent Fox's request for review of the Fox General Plan Amendment from Medium Density Residential to Light Industrial on 2.73 acres located at 501 & 535 North 500 West.** including all DRC comments and findings stated in the report; Commissioner Bunker seconded.

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

Fox Light Industrial General Plan Amendment
DRC Redline Comments

Brent Fox- requests review of a General Plan amendment from MDR to LI on 2.73 acres located at 501 & 535 North 500 West.

DRC Members Present: Glade Kirkham, Garion Rowett, Ryan Allred, Matt Meier, Kim Struthers, Gary Smith, Ross Dinsdale, James Farnsworth
Assigned Planner: Jacob Curtis
Representatives of the Applicant Present: Brent Fox
Date of Plans Reviewed: 6/9/23
Time Start: 10:03 am
Time End: 10:13 am

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
Matt – Public Works: No comments
Ross – Engineering: No comments
Kim – Planning:

1. The council will need to decide whether or not it makes sense to bring impactful uses closer to other existing housing areas. The current General Plan doesn't have Light Industrial in this area, which indicating an intention to phase out Light Industrial in the future. Adding Light Industrial is contrary to what was decided with the 2022 update. This area is also on the edge of the downtown area and should encourage housing and commercial serving residents as shown on the plan.
2. On the General Plan and Zone Map exhibits, need to clarify which properties are included in the application.
3. Consider coordinating with these other two property owners to change the GP to LI so that the nonresidential area is more squared off (creates less of an island feel)
4. The yard space will eventually be considered as a conditional use
5. Note for applicant: If approved, the next step would be a zone change to light industrial.
6. Information for Planning Commission from General Plan: The Light Industrial (LI) classification identifies and provides locations for light industrial uses that produce no appreciable impact on adjacent properties and seek a clean and attractive industrial setting. Uses allowed in the LI classification may include automobile and truck rental, auto and truck repair, furniture manufacture and repair, tire distribution and retail sales, upholstery shops, industrial assembly, freight terminal, warehousing, moving and storage, and light manufacturing activity.

THIS ITEM WILL BE SCHEDULED FOR PLANNING COMMISSION ON JULY 13, 2023.

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

ORDINANCE NO: 42-2023

ORDINANCE AMENDING THE LAND USE ELEMENT OF THE LEHI CITY GENERAL PLAN AND THE GENERAL PLAN LAND USE MAP AT 501 & 535 NORTH 500 WEST

WHEREAS, on August 8, 2023, following all necessary public hearings, the Lehi City Council adopted an amendment to the Lehi City General Plan which included the 2022 Land Use Element together with the Lehi City General Plan Land Use Map; and

WHEREAS, the Lehi City Planning Commission held a public hearing on July 13, 2023, to review and make a recommendation on the General Plan Amendment located at 501 and 535 North 500 West changing the land use designation from Medium Density Residential (MDR) to Light Industrial (LI), as shown on Exhibit "A" and forwarded their recommendation to the City Council; and

WHEREAS, the City Council held a public meeting on August 8, 2023, pursuant to the requirements for amendment of the Land Use Element of the Lehi City General Plan and General Plan Land Use Map from Medium Density Residential (MDR) to Light Industrial (LI).

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

PART 1:

The Land Use Element of the Lehi City General Plan and General Plan Land Use Map is hereby amended to change the subject property from MDR to LI. The total amendment will include 2.73-acres of property located at 501 and 535 North 500 West, more specifically shown on Exhibit "A" attached hereto.

PART II:

If a provision of this Ordinance 42 -2023 conflicts with a provision of a previously adopted ordinance concerning the same title, chapter, and/or section number amended herein, the provision in this Ordinance shall prevail.

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

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

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

Approved and Adopted by the City Council of Lehi City this 8th day of August 2023.

ATTEST

_____ _____

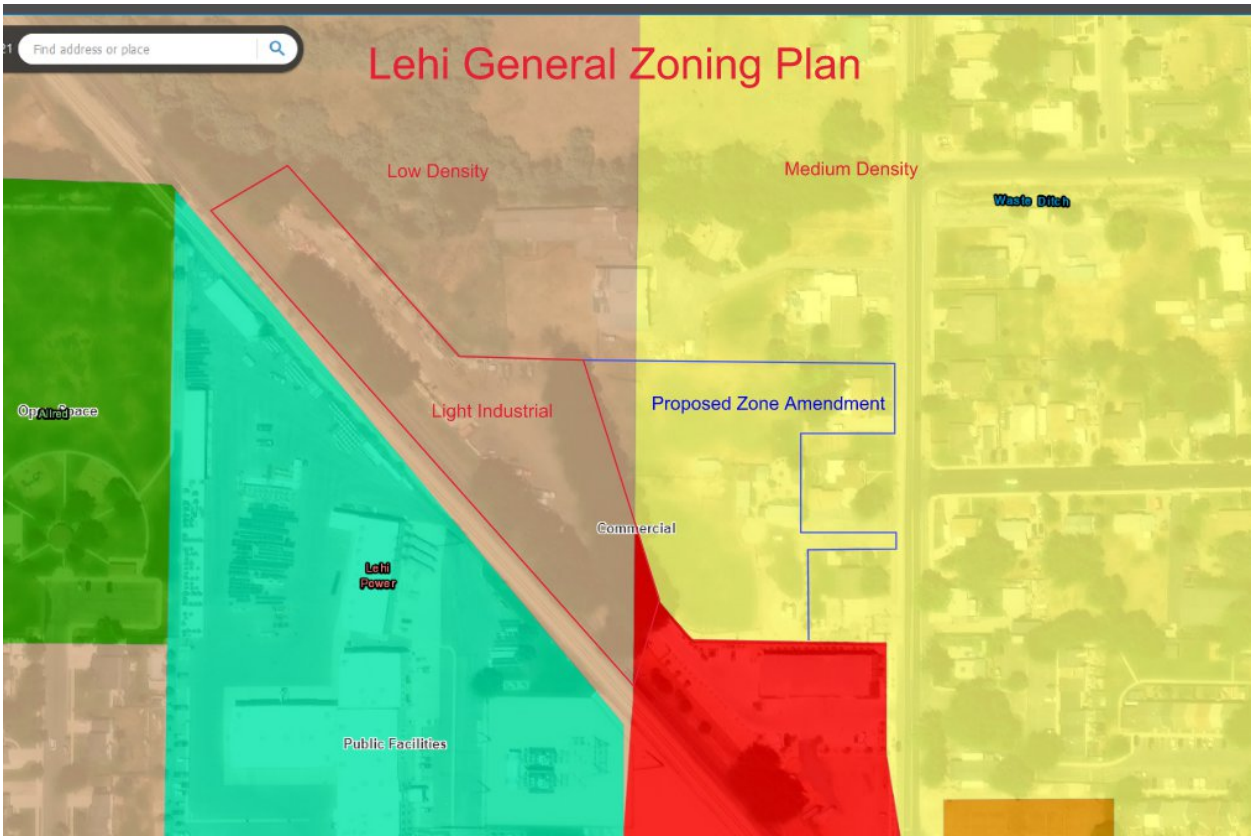
Mark Johnson, Mayor Teisha Wilson, City Recorder

Exhibit A

Legal Description

Parcel ID: 12:041:0025- **Legal Description:** COM N 798.83 FT & E 374.4 FT FR S 1/4 COR. SEC. 8, T5S, R1E, SLB&M.; N 0 DEG 7' 26" E 94.16 FT; S 88 DEG 51' 15" E 133.45 FT; S 0 DEG 24' 0" W 92.87 FT; N 89 DEG 48' 42" W 89.99 FT; N 0 DEG 24' 18" E 1.08 FT; W 42.99 FT; N 0 DEG 24' 6" E 8.09 FT TO BEG. AREA 0.286 AC.

Parcel ID: 12:041:0021- **Legal Description:** COM N 89 DEG 37' 21" E 219.23 FT & N 490.35 FT FR S 1/4 COR. SEC. 8, T5S, R1E, SLB&M.; N 48 DEG 32' 4" W 10.29 FT; N 42 DEG 18' 55" W 29.29 FT; N 40 DEG 18' 0" W 16.24 FT; N 37 DEG 23' 38" W 13.74 FT; N 17 DEG 58' 2" W 376.24 FT; S 88 DEG 30' 2" E 317.77 FT; S 0 DEG 8' 36" W 95.43 FT; S 0 DEG 20' 2" W 143.12 FT; N 88 DEG 37' 5" E 88.81 FT; N 89 DEG 59' 27" E 44.79 FT; S 0 DEG 20' 1" W 30 FT; S 89 DEG 59' 26" W 44.25 FT; S 88 DEG 37' 5" W 80.73 FT; S 0 DEG 21' 45" E 135.99 FT; N 88 DEG 56' 17" W 163.67 FT TO BEG. AREA 2.433 AC.



Fox Light Industrial General Plan Amendment

Aerial

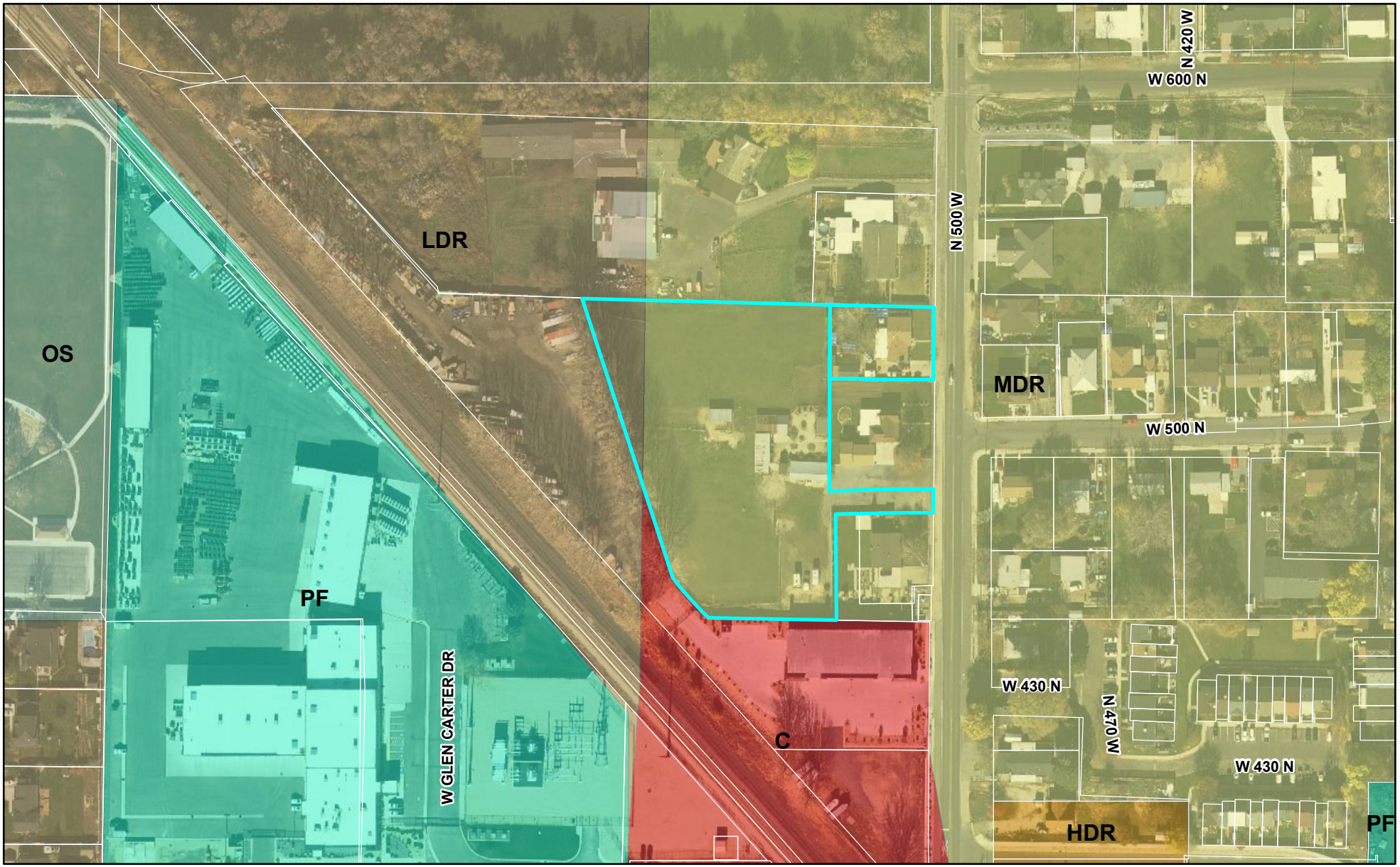


0 210 420 Feet

LEHI CITY

Fox Light Industrial General Plan Amendment

General Plan

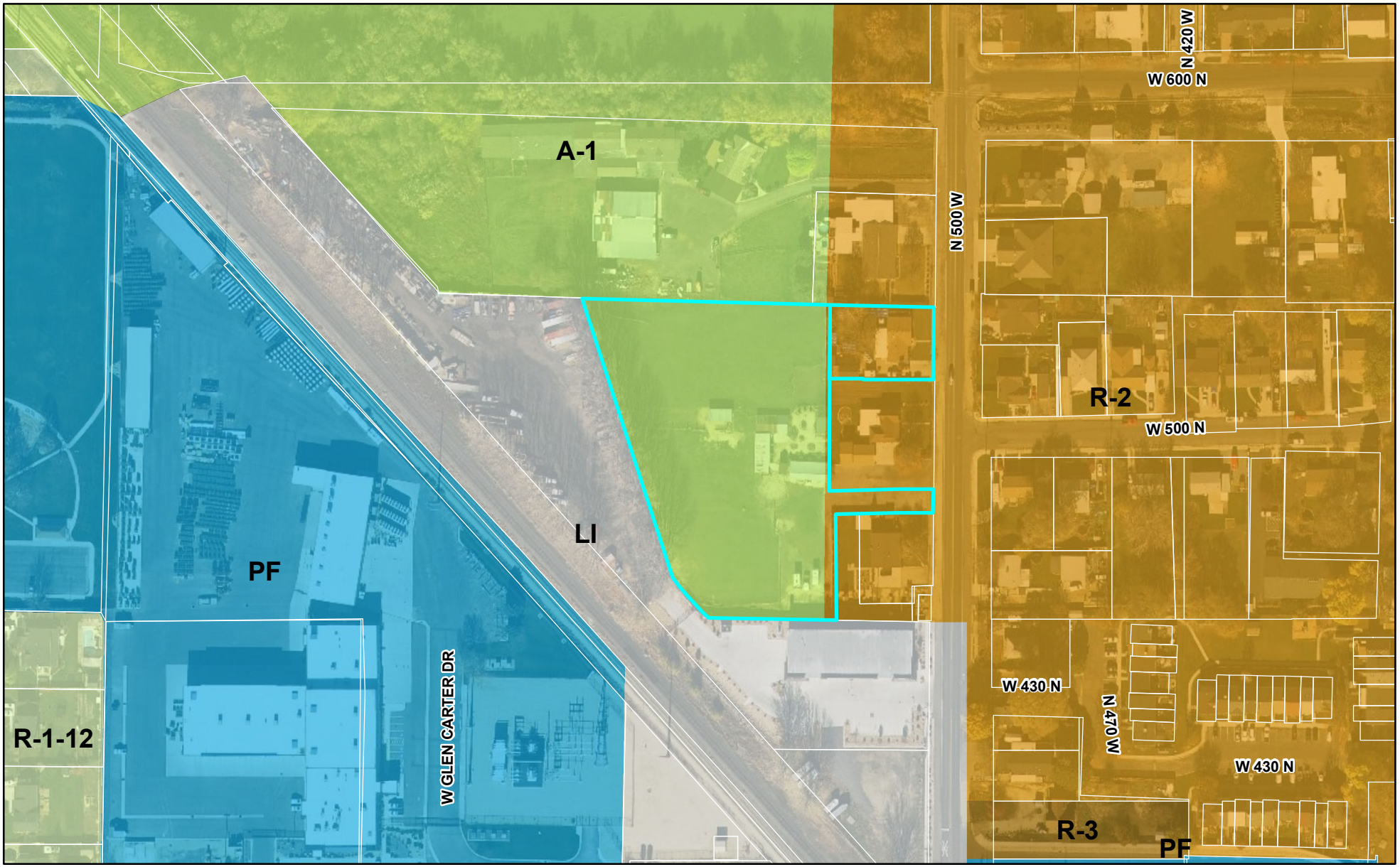


0 210 420 Feet

LEHI CITY

Fox Light Industrial General Plan Amendment

Zoning



LEHI CITY

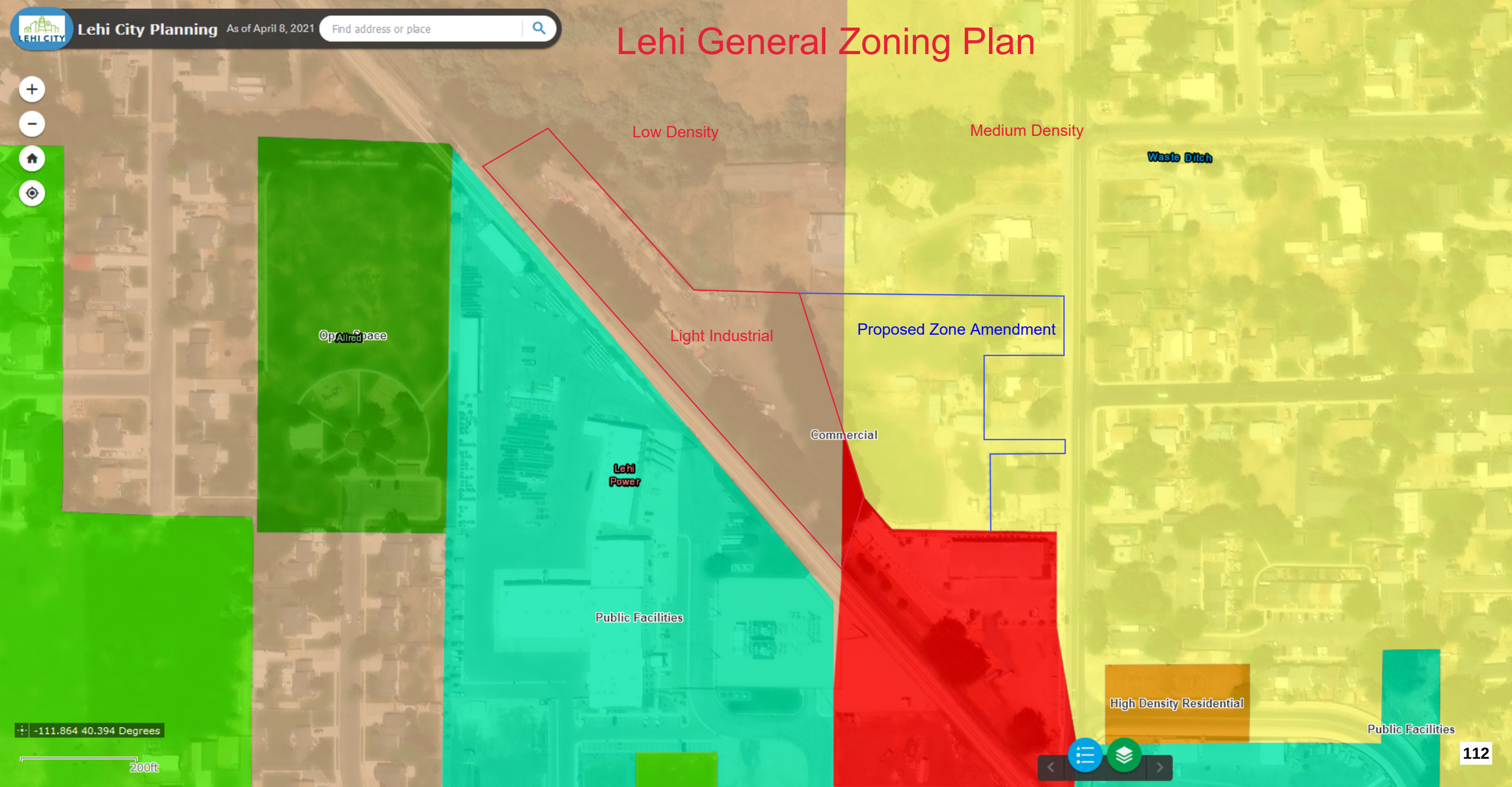
Application for zoning map amendment

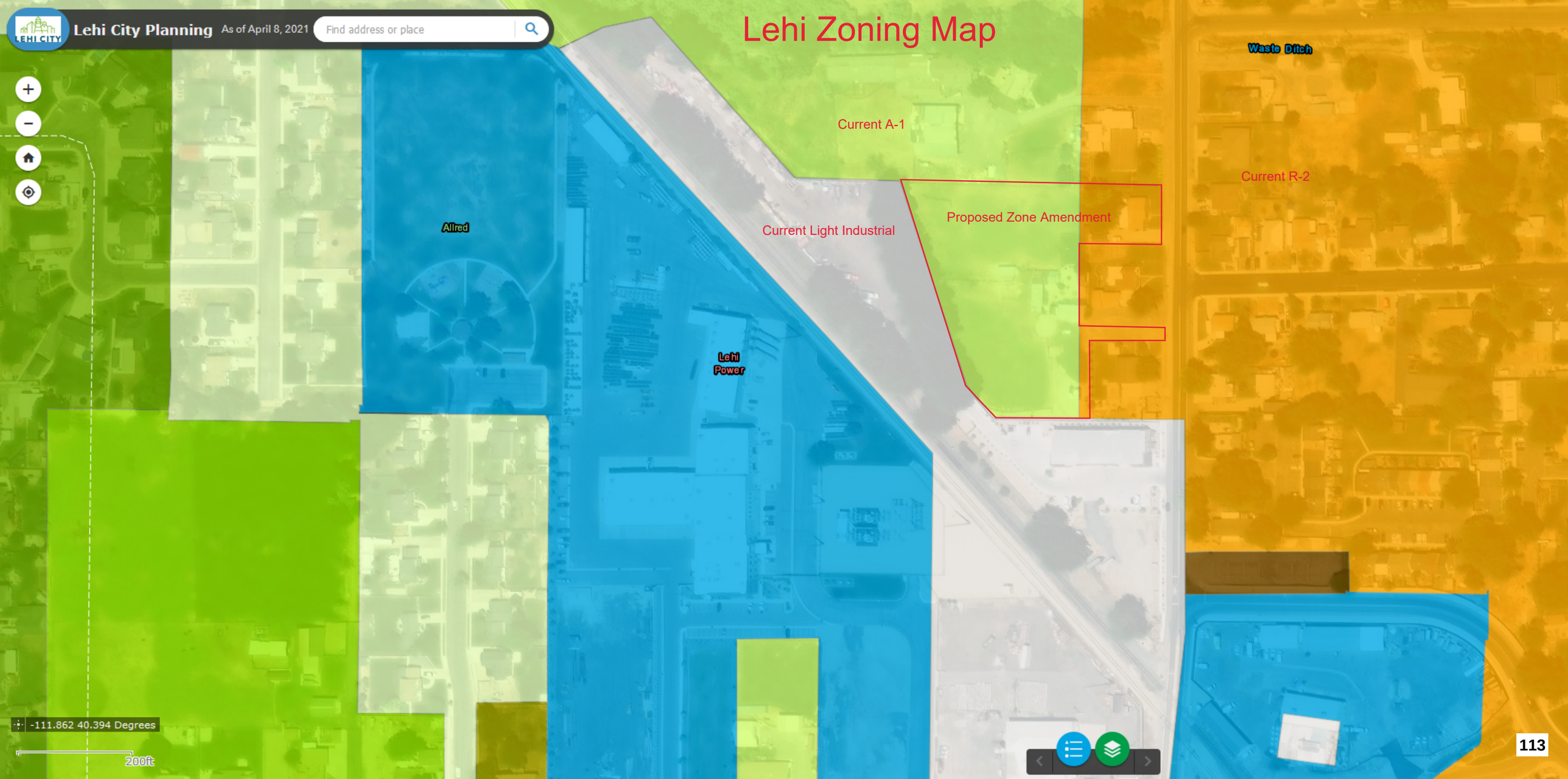
Background

R. Brent Fox purchased 2.44 acres from Glade Peterson in 2022 and in 2023 the home and property (0.29 acres) at 535 N 500 W from Bette Lou Walker Trust. The Peterson property adjoins the property owned by Brent and his brother Brian that is currently zoned Light Industrial. The intention of this process is to change the current A-1 zoning of these properties to Light Industrial.

Application Submittal Requirements

1. Description
    a. The reason for the proposed amendment is to increase the size of the current property owned by R. Brent Fox and Fox Brothers Properties to allow for additional yard space and the possibility of eventually building a building on the property.
    b. The property is currently zoned A-1 and R-2 and the general plan shows the area as medium density residential. The zone change would slightly increase the size of the commercial zone that is shown on the general plan and "square up" the current commercial zone on the maps.
    c. The property in question borders the current light industrial/commercial zone and would complement that zone and area. All other adjacent properties (Janet Olsen, Glade Peterson, John Rockwell and Newbold Payne Co-Op) already share a border with the light industrial zoning.
    d. The proposed zone amendment would not affect the adjoining properties as they currently share a common border with the light industrial zone. In the future this would allow adjoining property owners the possibility of selling/developing their land as either residential or light industrial.
    e. The gain to public health, safety and welfare would create a buffer between the railroad tracks/public facilities to the residential area. The traffic and demand for city services would be lessened with a commercial building vs multiple homes.
2. Supporting documentation included
3. Legal description prepared by Tyler Jenkins, Professional Land Surveyor with EDM Partners included. Tyler Stoker 801.543.9902
4. Mailing list of property owners within 300 ft with map


Lehi City Planning
As of April 8, 2021
Find address or place
Lehi General Zoning Plan
Low Density
Medium Density
Waste Ditch
Open Space
Light Industrial
Proposed Zone Amendment
Commercial
Lehi Power
Public Facilities
High Density Residential
Public Facilities
-111.864 40.394 Degrees
200ft


Lehi City Planning
As of April 8, 2021
Find address or place
Lehi Zoning Map
Waste Ditch
Current A-1
Current R-2
Proposed Zone Amendment
Current Light Industrial
Allred
Lehi Power
-111.862 40.394 Degrees
200ft
113

Agenda Item No: 9.5

City Council Agenda Item Report

Meeting Date: August 8, 2023
Submitted By: Brittney Harris
Submitting Department: Planning Division
Item Type: Action Item
Agenda Section: Regular Agenda

Subject:
Consideration of Preliminary subdivision approval of Cedar Hollow Plat M, a 7-lot residential development located at 1475 East 1800 North in an RA-1 zone.

Suggested Action:

Attachments:

CC Staff Report Cedar Hollow Plat M Subdivision 08.08.23.docx

Cedar Hollow Plat M DRC 05.31.23.docx

Narrative.pdf

Cedar Hollow Preliminary Plans.pdf

Aerial Map.pdf

General Plan Map.pdf

Zoning Map.pdf

CEDAR HOLLOW PLAT M PRELIMINARY SUBDIVISION

CITY COUNCIL REPORT

Applicant	Gary Cooper		
Meeting Date	August 8, 2023		
Requested Action/Purpose	Approval of a proposed preliminary subdivision		
Decision Type	Administrative		
Location	Approximately 1475 East 1800 North		
Existing General Plan Designation	Very Low Density Residential (VLDR)		
Existing Zoning	RA-1		
Existing Land Use	Undeveloped		
Number of Lots/Units	7 Lots		
Adjacent Zoning and Land Use	*North*	RA-1	Single Family Homes
	South	Highland	Single Family Homes
	East	Highland	Single Family Homes
	West	RA-1	Single Family Homes
Date of DRC Review	May 31, 2023		
Date of Planning Commission Review	July 13, 2023		
Assigned Planner	Brittney Harris		

REQUIRED ACTION

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

APPLICABLE DEVELOPMENT CODE AND DESIGN STANDARD REGULATIONS

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

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

Section 37.040. Connectivity Standards.
Cul-de-sac Length Standards. Maximum cul-de-sac lengths allowed shall be required based on the project density as identified on the following table of maximum cul-de-sac lengths:

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

Design Standards Section 2.05. Fencing and Landscaping Standards for Arterial and/ or other Streets as Applicable.
g. It is strongly encouraged in the case of a subdivision with double frontage lots that up to six (6) feet of additional

property is dedicated as right-of-way for additional park strip width. Considerations for right-of-way can be found in the Development Code. If this option is used, the park strip area shall have a five (5) 2 - 9 foot planter strip from back of curb to the sidewalk, a five (5) foot sidewalk, and the additional property between the sidewalk and fence shall be a planter strip. The planter strip areas in this option shall be landscaped according to the standards of this section.

Design Standards Section 2.07. Lot Requirements.
Double frontage lots shall be prohibited except where unusual topography makes it impossible to meet this requirement or where it is necessary to back lots on a nonaccess street.

PROPERTY HISTORY

May 24, 1978 Property came into the City as part of the Cooper Addition

REPORT ANALYSIS

The applicant requests approval of the Cedar Hollow Plat M preliminary subdivision including seven lots located at approximately 1475 East 1800 North. The property is zoned RA-1 which allows for a minimum lots size of 15,000 square feet and 100 feet of frontage. All the lots in this subdivision meet that requirement.

The applicant does request two exceptions. The first one relates to the cul-de-sac length. The Code allows up to 400 feet for a low-density cul-de-sac. The proposed cul-de-sac has a length of just over 500 feet. The location of this proposed subdivision with Highland properties to the south where the road would otherwise extend, may justify allowing this exception. Lehi City cannot dictate that the road does extend in the future so building a permanent cul-de-sac instead of a temporary turn around might provide better emergency access in this situation.

The second exception relates to creating a double fronting lot. Most of the houses already have subdivided lots. However, Lot 24 of Cedar Hollow Plat A is one large lot that, if this subdivision is approved, will be double fronting. Lot 24 is large enough it could subdivide resolving this issue. The Design Standards do state that double fronting lots shall only be created if unusual topography makes it impossible to meet the requirement or where it is necessary to back lots on a nonaccess street. Neither of these requirements are met. However, the Design Standards also state that if double fronting lots are created, that it is strongly encouraged that extra land be dedicated for a larger park strip. The Planning Commission should consider whether they think the design standards give them the ability to grant this exception and if additional right-of-way for a park strip makes sense in this case. One of the solutions the applicant proposed is not building the full road width until the other lots develop. This could arguably make the lots not double fronting. However, the Fire Marshal commented that the proposed road width does not allow for adequate emergency service access.

The DRC reviewed the proposed preliminary subdivision and had 13 redline comments including:
1. 20' required for fire access road. Please reach out to the Fire Marshal if you have any questions or would like to discuss acceptable accommodations/alternative options. Verify Scale.
2. Six-foot fence required along property boundaries for all adjacent agricultural or TH5 property. Along all Western and Southern boundaries.
3. Show water overflow direction on grading plan. Show overflow drainage easement.

Please consider including all DRC comments in your motion.

POSSIBLE MOTIONS AND FINDINGS

The City Council may approve or approve with Code required modifications the proposed preliminary subdivision. Any motion should include findings. Possible findings include:

1. The proposed subdivision does/does not meet the requirements of the Lehi City Development regarding subdivision approvals.
2. The proposed subdivision exceptions should/should not be allowed based on existing development, bordering Highland, safety access concerns, and any other reasons determined during the meeting.
3. The proposed subdivision layout is/ is not the best layout for this lot surrounded by existing development.
4. Other findings based upon information presented at the public hearing.

PLANNING COMMISSION RECOMMENDATION

The Planning Commission reviewed the proposed preliminary subdivision on July 13, 2023. The minutes and motion from the meeting follow:

3.10) Public hearing and recommendation of Gary Cooper's request for preliminary subdivision review of Cedar Hollow Plat M, a 7-lot residential development located at 1475 East 1800 North in an RA-1 zone.

Applicant Gary Cooper was available for questions.

Chairperson Newall opened public hearing.

Katie Gooch- raised several concerns about the development. She mentioned that her home's driveway is on a dead-end street without a stop sign, causing potential safety issues. The street also becomes flooded during heavy rain, posing a hazard. She expressed worries about the machinery coming in and out during the development, especially with her young children around. She mentioned the uncertainty of property lines, as they have reportedly changed multiple times in the past, and she wants to ensure her backyard is not ruined during the development process. She also brought up the issue of vehicles blocking her driveway during previous city work. She sought clarification and answers to these concerns during the meeting.

Chairperson Newall closed the public hearing.

> **Motion:** Commissioner Eyre moved to approve **Gary Cooper's request for preliminary subdivision review of Cedar Hollow Plat M, a 7-lot residential development located at 1475 East 1800 North in an RA-1 zone.;** including the DRC comments, and the findings in the report. Also, that the proposed subdivision should be allowed based on the existing development bordering Highland including safety access concerns. And that the geographical issues now will be improved including the drainage and working on solidifying property lines with the neighboring properties. Commissioner Everett seconded.
>
> **Vote:** Commissioner Newall, yes; Commissioner Briton, yes; Commissioner Everett, yes; Commissioner Bunker, yes; Commissioner Eyre, yes. The motion passed unanimously.

Cedar Hollow Plat M
DRC Redline Comments

Gary Cooper- requests preliminary subdivision review of the Cedar Hollow Plat M, a 7-lot residential development located at 1475 East 1800 North in an RA-1 zone.

DRC Members Present: Glade Kirkham, Garion Rowett, Ryan Allred, Matt Meier, Mike West, Gary Smith, Ross Dinsdale, James Farnsworth
Assigned Planner: Brittney Harris
Representatives of the Applicant Present: Tony Trane
Date of Plans Reviewed: 5/2/23
Time Start: 3:09pm
Time End: 3:25pm

DRC REDLINE COMMENTS:

Glade – Power:
General Comment: Line extension required. Off-site easements will be required for circuit re-build.

Garion – Fire:
1. 20' required for fire access road. Please reach out to the Fire Marshal if you have any questions or would like to discuss acceptable accommodations/alternative options. Verify Scale.

Ryan – Water/Sewer:
2. Add note to all plan sets:
   All Lehi City Sewer, Water, Storm Drain trenches require granular import backfill material. this material must meet an AASHTO A-1-a classification per Lehi City Design standards.
3. Call out hooded grate for curb line on both sumps.
4. 8"Sewer line stub is 325' from manhole
5. Show drive approach on plans for drive approach.
6. Label 6x4 reducer to up size to a 6"
7. Find sewer stub provide FL elevation of stub.
8. 6" C-900 change label.

James – Parks:
9. Six-foot fence required along property boundaries for all adjacent agricultural or TH5 property. Along all Western and Southern boundaries.

Gary – Building/Inspections:
10. A soils report is needed.

Matt – Public Works:

Ross – Engineering:
11. Show water overflow direction on grading plan. Show overflow drainage easement.

Mike – Planning:
12. Cul-de-sac length would need an exception as this exceeds the max length of 400 feet.
13. Double fronting lots aren't allowed on local streets. However, these lots are large with the potential to subdivide and it might make more sense to put in the full road width now. This is not unusual topography but they are unusually large and have potential for subdividing in the future. Will require an exception from the design standards.

PRIOR TO SCHEDULING A PRECONSTRUCTION MEETING:
1. Provide an engineer's cost estimate for the cost of all improvements to Lehi City Engineering. (Stefanie Daggs- Sdaggs@lehi-ut.gov or 385-201-2523)
2. 10% Warranty Escrow Bond or Letter of Credit and Public/Private Improvement Agreement for all public and private improvements must be in place (from a financial institution with a branch in Utah).
3. Pay all necessary inspection fees and any up-front supply costs required by the City for power supplies, water system supplies, public signs (stop signs, address signs, etc.) and any other associated costs so that the City can order all necessary supplies for the development.
4. Provide recorded copy of sewer easement going to 1400 East.

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

5. Include surveyor's and engineer's stamps and signatures on the construction drawings.
6. Show lot addresses on the final plat (must coordinate with Planning Division).
7. Class V UIC Injection well permit required for sump prior to pre-con
8. Submit Storm Water Pollution Prevention Plan (SWPPP) through ComplianceGo.com for review by Lehi Public Works (Matt Meier mmeier@lehi-ut.gov).
9. Schedule a SWPPP inspection through Daniel Hadlock at (801) 836-3523 or Greg Soper at (385) 415-4073). This should be the last item completed prior to scheduling a preconstruction meeting.
10. Obtain PLSS (Public Land Survey System) clearance letter from the Utah County Surveyor Office. If there are PLSS monuments located on or adjacent to property a monument excavation permit may be required.
    Per Utah Code 17-23-14 and 17-23-15. Contact info. Email surveyor@utahcounty.gov Address 2855 South State Street, Provo, UT 84606 (801) 851-8671 or (801) 851-8669.
11. Address any comments or conditions from City Council approval.
12. Plans need to be signed by Community Development Director and Public Works Director before precon can be scheduled
13. Planner needs to sign off on building plans prior to the precon meeting

PRIOR TO RECORDING OF PLAT:

1. Provide a Mylar of the final plat for recording with the owners notarized signature(s).
2. Include surveyor's and engineer's stamps and signatures on the plat.
3. Submit a title report to be reviewed by Lehi City Attorney.
4. Provide a signed easement verification sheet (for proposed public utility easements on the plat).
5. All City utilities/infrastructure has been accepted and signed off by all Lehi City Inspectors.

DRC GENERAL COMMENTS:

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

THIS ITEM WILL BE SCHEDULED FOR PLANNING COMMISSION ON JULY 13th

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

April 20, 2023

Lehi City

Subject: Cedar Hollow Plat 'M' Development

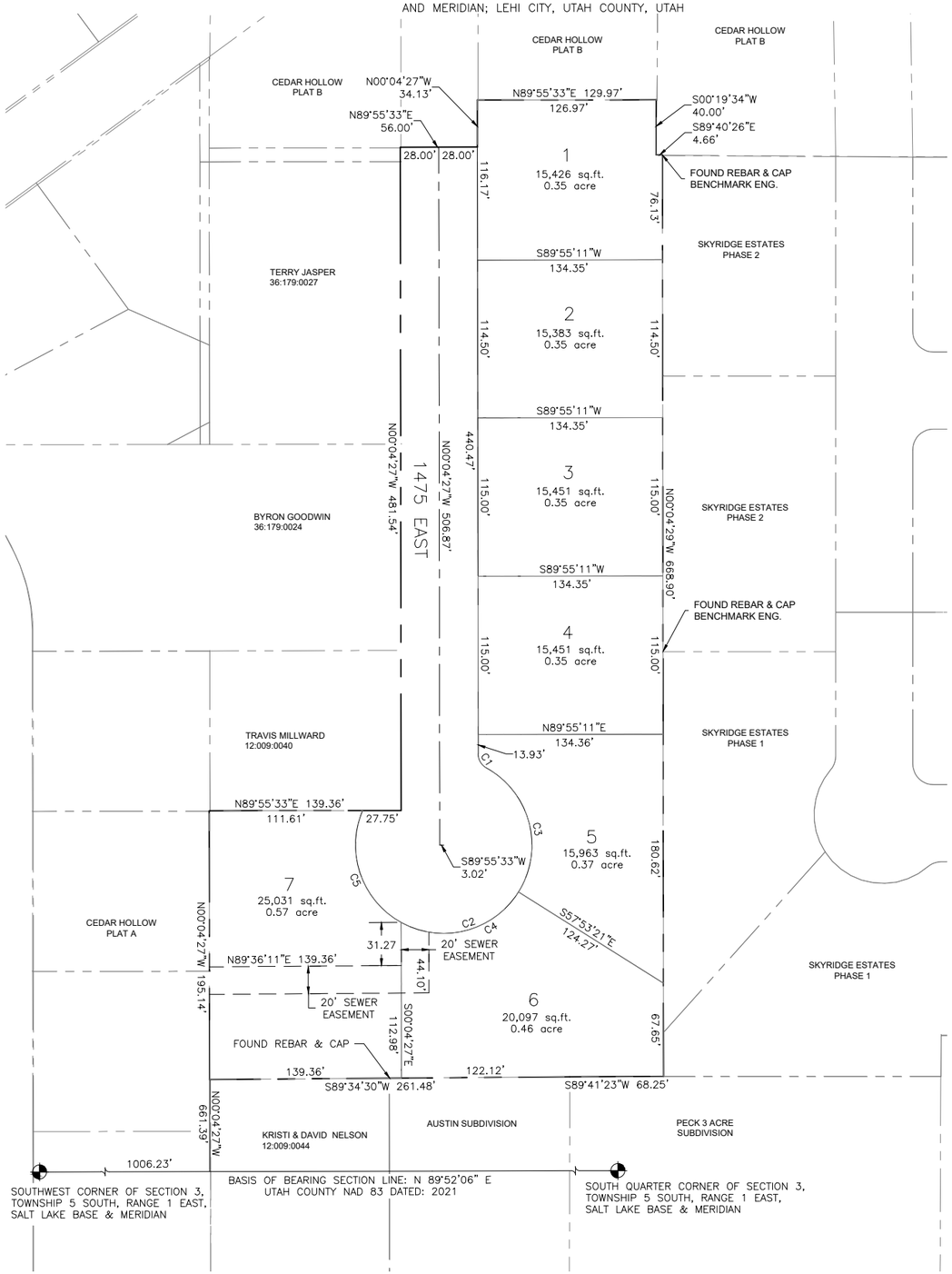
The property is approximately located at 1475 East 1800 North and is proposed to be a residential development with seven lots. This area of the development is the last portion of property to be development in this area for the Cedar Hollow property. The property owned by the Coopers is the majority of the development and will be six lots. The Petersons own some property that will be adjacent to the west side of the proposed cul-de-sac. The existing sewer line is running through this section of property and Mr. Peterson has signed the application along with Mr Cooper to move forward with this development. There are three remaining property owners along the west side of 1475 West that will be able to complete the roadway when those properties develop.

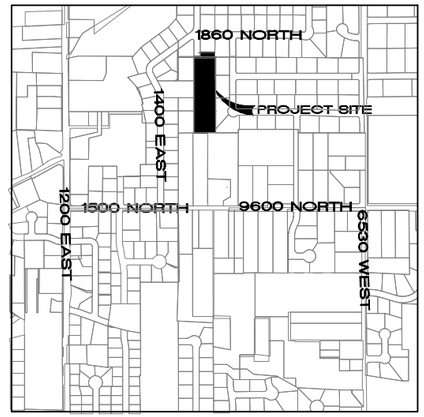
The drainage for this area has historically been accommodated with Sumps. This is the proposed design for this area as well, a sump will be place at the cul-de-sac and the percolation rates will be verified during construction to assure adequate capacity for this section of road. Historically, some areas through the bench have had very high percolations rates but will need to be verified during construction.

This proposal was given to the City conceptually to discuss options once the adjacent property in Highland was proposed. This approach was considered appropriate based on the surrounding conditions.

PRELIMINARY PLAT
CEDAR HOLLOW PLAT M

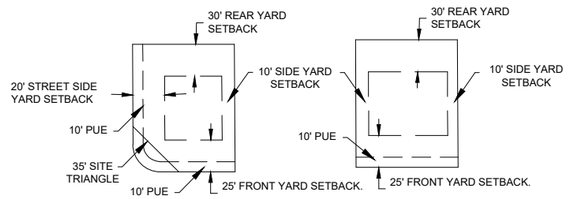
LOCATED IN THE SOUTHWEST QUARTER OF SECTION 3, TOWNSHIP 5 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN; LEHI CITY, UTAH COUNTY, UTAH





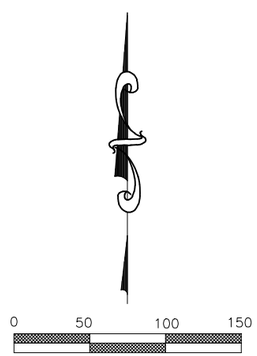
VICINITY MAP

Curve Table					
Curve #	Length	Radius	Delta	Chord	Chord Bearing
C1	12.75	12.00	60°53'11"	12.16	S30°31'03"E
C2	295.11	64.00	264°11'39"	94.98	N71°08'11"E
C3	103.96	64.00	93°04'17"	92.90	N14°25'30"W
C4	96.97	64.00	86°48'39"	87.96	N75°30'59"E
C5	94.18	64.00	84°18'43"	85.91	S18°55'20"E



TYPICAL CORNER LOT TYPICAL INTERIOR LOT

SETBACK AND EASEMENT DETAIL



SCALE: 1" = 50'

SURVEYOR'S CERTIFICATE

I, TRAVIS TRANE, do hereby certify that I am a Professional Land Surveyor, and that I hold License No. 5152741, as prescribed under the laws of the State of Utah. I further certify that by authority of the owners, I have made a survey of the tract of land shown on this plat and described heron, and have subdivided said tract of land into lots and streets, together with easements, hereafter to be known as CEDAR HOLLOW PLAT M and that the same has been correctly surveyed and monumented on the ground as shown on this plat.

BOUNDARY DESCRIPTION

Beginning at a point on the East line of Cedar Hollow Plat "A" which is North 89°52'06" East 1006.23 feet along the section line and North 00°04'27" West 661.39 feet from the Southwest Corner of Section 3, Township 5 South, Range 1 East Salt Lake Base and Meridian; thence North 00°04'27" West 195.14 feet along the East line of Cedar Hollow Plat "A"; thence North 89°55'33" East 139.36 feet; thence North 00°04'27" West 481.54 feet; thence along Cedar Hollow Plat "B" the following five courses 1) North 89°55'33" East 56.00 feet 2) North 00°04'27" West 34.13 feet 3) North 89°55'33" East 129.97 feet 4) South 00°19'34" West 40.00 feet 5) South 89°40'26" East 4.66 feet; thence South 00°04'29" East 668.90 feet along the West lines of Skyridge Estates Phases 1 and 2; thence South 89°41'23" West 68.25 feet along Peck 3 Acre Subdivision; thence South 89°34'30" West 261.48 feet along Austin Subdivision and the extension thereof to the point of beginning.

Parcel contains 3.67 acres

Basis of Bearing: the line between the Southwest Corner and the South Quarter Corner of Section 3, Township 5 South, Range 1 East, Salt Lake Base and Meridian which bears North 89°52'06" East.

DEVELOPER:
GARY COOPER
1656 N 1200 E
LEHI, UT 84043

PREPARED BY:
TRANE ENGINEERING
27 EAST MAIN STREET
LEHI, UT 84043
PHONE (801) 768-4544

PRELIMINARY PLAT
CEDAR HOLLOW PLAT M

LOCATED IN THE SOUTHWEST QUARTER OF SECTION 3, TOWNSHIP 5 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN; LEHI CITY, UTAH COUNTY, UTAH

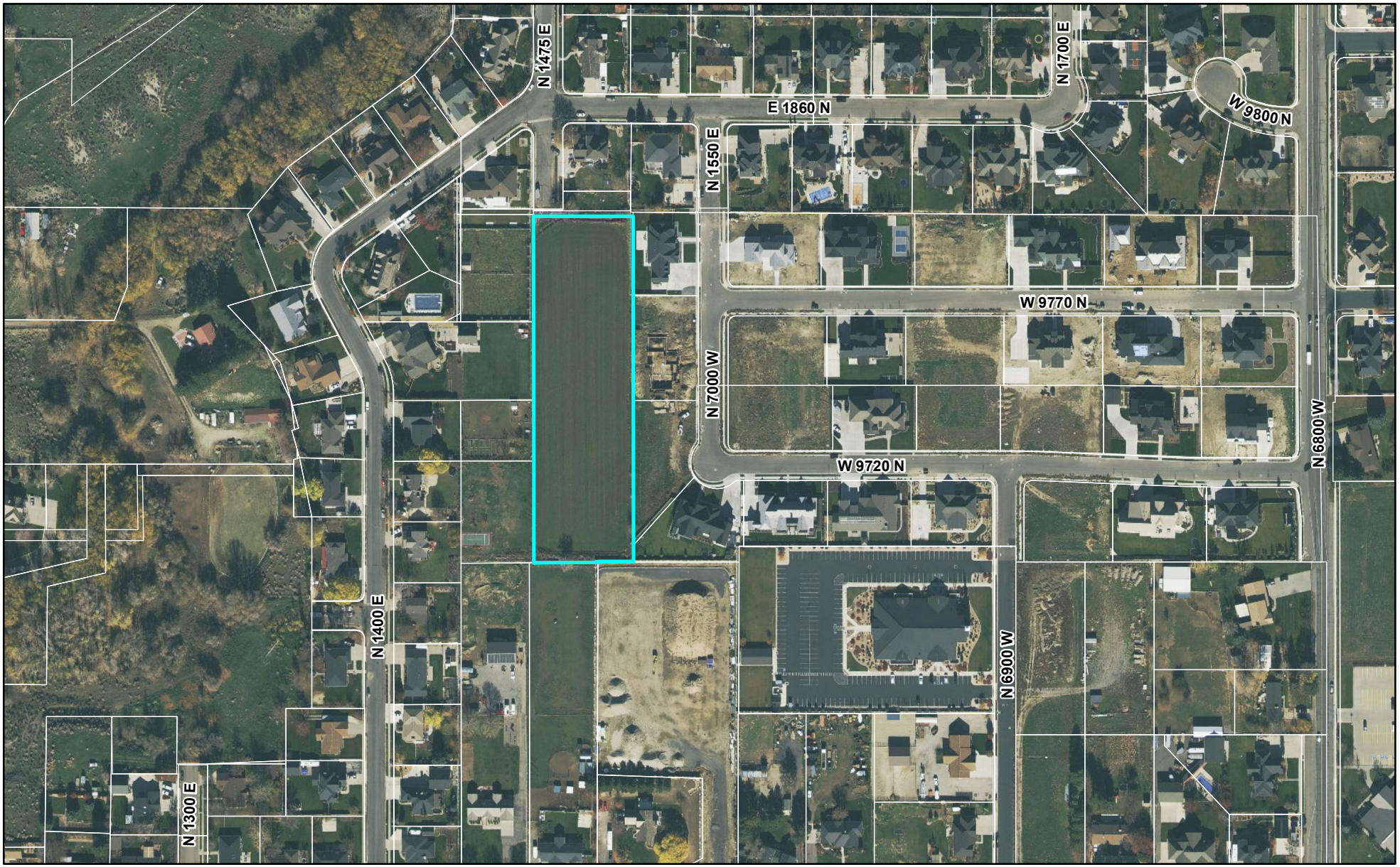
A RESIDENTIAL SUBDIVISION

SCALE: 1"= 50 FEET

SURVEYOR SEAL	CITY ENGINEER SEAL	CLERK-RECORDER SEAL	COUNTY RECORDER

Cedar Hollow Plat M

Aerial

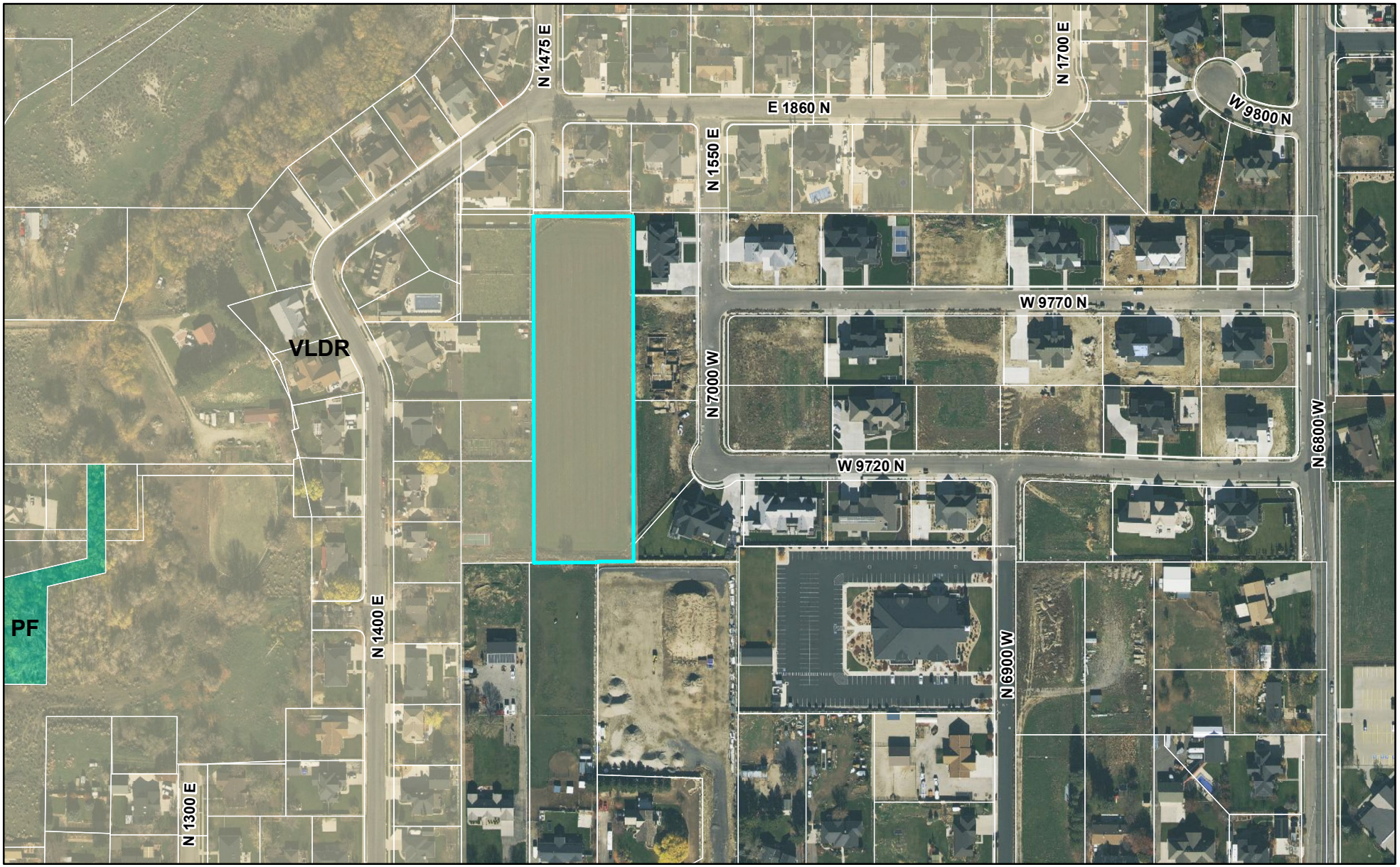


0 310 620 Feet

LEHI CITY

Cedar Hollow Plat M

General Plan

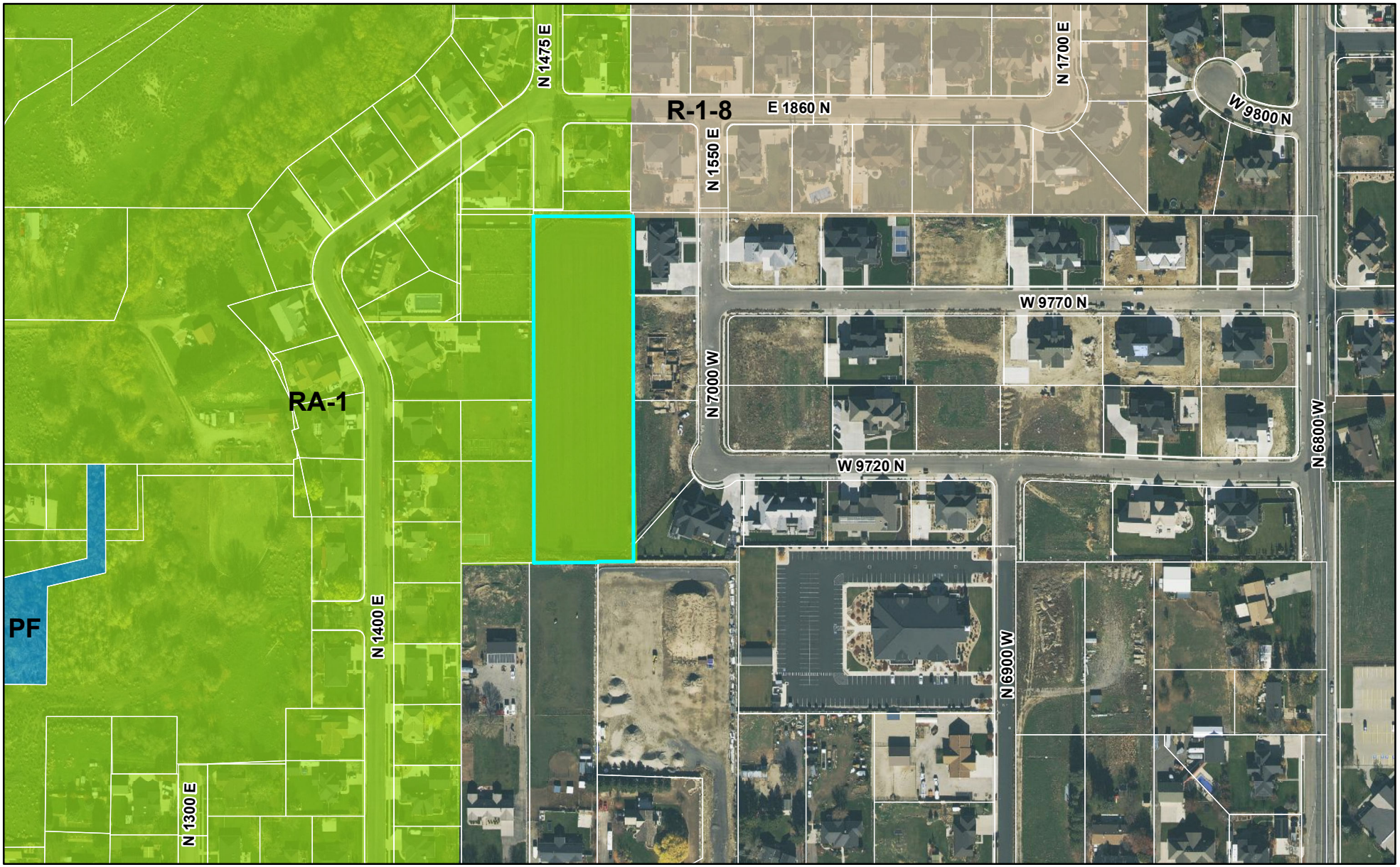


0 310 620 Feet

LEHI CITY

Cedar Hollow Plat M

Zoning



0 310 620 Feet

LEHI CITY

Agenda Item No: 9.6

City Council Agenda Item Report

Meeting Date: August 8, 2023
Submitted By: Jacob Curtis
Submitting Department: Planning Division
Item Type: Ordinance
Agenda Section: Regular Agenda

Subject:
Consideration of Ordinance #43-2023 the Dry Creek Village Zone Change on 16 acres of property located at approximately 1450 South 1100 West, changing the zoning from TH-5 (transitional holding) to Mixed Use.

Suggested Action:

Attachments:

CC Staff Report Dry Creek Village Zone Change 08.08.23.docx

Dry Creek Zone Change DRC 05.03.23.docx

Ord 43-2023.docx

Dry Creek Village ZC Aerial.pdf

Dry Creek Village ZC GP.pdf

Dry Creek Village ZC Zoning.pdf

Dry Creek Village Zone Change DRC 05.03.23.pdf

DRY CREEK VILLAGE ZONE CHANGE
CITY COUNCIL REPORT

Applicant	Bronson Tatton		
Meeting Date	August 8, 2023		
Requested Action/Purpose	Approval of a proposed zone change		
Location	Approximately 1450 South 1100 West		
Project Area	16 acres		
Existing Zoning	TH-5		
Proposed Zoning	MU (Mixed-Use)		
Existing General Plan Land Use Designation	VLDRA with Mixed Use Village Overlay		
Adjacent Zoning and Land Use	*North*	TH-5	Undeveloped
	South	PF	Dry Creek Elementary School
	East	TH-5	Single family residential
	West	PF	Future City Park
Date of DRC Review	May 3, 2023		
Date of Planning Commission Review	July 13, 2023		
Assigned Planner	Jacob Curtis		

REQUIRED ACTION

Planning Commission	Review and recommendation
City Council	Final approval

APPLICABLE GENERAL PLAN GOALS AND POLICIES

MIXED USE DEVELOPMENT
Create walkable and vibrant districts with a complimentary mix of land uses and densities in the historic downtown, urban center, transit-oriented development areas, and other areas of concentrated density.
Strategy 1
Implement the 3 D's (diversity, density and design) of mixed-use development that supports alternative modes of transportation such as walking, biking, and transit.

Transit Oriented Development: Strategy 5

Provide a range of housing options for people of different income levels and at different stages of life.
TOD areas should include a range of housing types of varying should be constructed near transit stations and major corridors, with a transition towards townhomes and small missing middle housing types near existing neighborhoods and other less-intense existing uses.

APPLICABLE DEVELOPMENT CODE REGULATIONS

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

1. The effect of the proposed amendment on the character of the surrounding area;
2. Consistency with the goals and policies of the General Plan;
3. Consistency and compatibility of the proposed zone with the General Plan land uses of nearby and adjoining properties;
4. The suitability of the properties for the uses requested and their suitability for the existing uses identified by the General Plan;

5. Whether a change in the uses allowed for the affected properties will unduly affect the uses, or proposed uses for nearby and adjoining properties;
6. The gain to the public health, safety, and welfare from the existing classification to the proposed amendment; and
7. The overall community benefit of the proposed amendment.

PROPERTY HISTORY

September 13, 2022: The BCP Annexation was approved by the City Council.

REPORT ANALYSIS

The applicant is seeking approval of a proposed zone change from TH-5 to MU on 16 acres of property located at approximately 1450 South 1100 West. The General Plan designation of VLDRA with the Village Overlay is consistent with the zone change request to MU due to the Overlay. To receive the allotted density, the design must meet criteria as envisioned by Planning Staff, Planning Commission, and the City Council.

The rezone application will allow the applicant to increase the allowed density on the property subject to the design elements, open space provisions, and amenities as agreed upon ultimately by the City Council. The maximum total units for the Village Overlay area is 500 units. The applicant concurrently submitted a concept plan for a first phase of the project that would build 150 of the available units. The Mixed-Use Village Overlay intends to allow the additional density as part of creating a livable, human centric community prioritizing walking and biking for all ages and abilities, taking advantage of existing and planned community destinations, and providing some non-residential uses of a neighborhood scale. Added amenities, trails, architecture, and other items agreed upon in the overall development are envisioned to be paid for by the development in exchange for the increased amount of housing.

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

1. Existing development agreement for Stan Lewis property shall remain in place and not be superseded by this zone change and concept plan.
2. In approving this zone change for a portion of the Village Overlay, it is the City's and the Developer's understanding that the other properties within the Village Overlay will comply with the Land Use Plan that has been approved for the overall area. A memorandum of understanding between all of the owners in the Village Overlay will be recorded as an exhibit with the Zone Change ordinance.

Please consider the DRC comments in the motion.

POSSIBLE MOTIONS AND FINDINGS

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

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

PLANNING COMMISSION RECOMMENDATION

The Planning Commission reviewed the proposed zone change on July 13, 2023. The minutes and motion from this meeting are as follows:

3.6) Public hearing and recommendation of Bronson Tatton's request for review of the Dry Creek Village Zone Change on 16 acres of property located at approximately 1450 South 1100 West, changing the zoning from TH-5 (transitional holding) to Mixed Use.
Mr. Curtis did a presentation on this item.

Mr. Curtis made clarification about the number of units. In the staff report, there were references to different numbers of units for a development project. Initially, it was mentioned as 142 units, but later, it was revised to 150 units. The issue arose because eight units were not included in the initial application, and they belong to the Alpine school district. However, the current review is for phase one of the project, which comprises 150 units, and there is no request for a density increase.

The overall land use plan allows for up to 500 units due to an overlay, but this is subject to approval based on the applicant's proposal and compliance with requirements. The city council has the discretion to approve or reject the project based on its layout and other considerations.

There were also comments and questions from the Commissioners regarding the layout and zone change for the project submitted by the public through Engage Lehi online platform. The zone change is aimed at transitioning the area from a holding zone to the next zone, allowing for water dedication to facilitate development.

The applicant Bronson Tatton was present for questions.

Chairperson Newall opened public hearing for 3.6

Justin Crop- expressed his concerns about the proposed high-density development in the area. He moved to the region because it was originally zoned for very low density, and he prefers living in a less crowded environment. He worries that the new development will bring more traffic and safety issues, especially near the school and churches. He disagrees with the idea that high density means affordability, as he believes Lehi is already unaffordable, and increasing density won't change that. He urges the authorities to stick to the previous plans for low-density zoning to maintain the character of the area and avoid excessive traffic and safety problems.

Jennifer Davis- a resident living east of the proposed development, expressed concerns about the high-density housing concept. She acknowledges the inevitability of change but emphasizes that the area lacks adequate infrastructure to support such density. She mentions increased traffic on 1100 West, especially during peak times, and the need for safer sidewalks and bike paths for children. She cites previous issues with Maverick's development and the lack of proper traffic management. She highlights the strain on Dry Creek Elementary due to recent developments and a failed school bond. She urges the planning commission and city council to consider the impact on the surrounding area and match the proposed development with the existing low-density neighborhoods.

Ricky Perry- urged the planning commission to keep the area zoned as it is currently. He pointed out the negative consequences of high-density development in nearby Saratoga Springs, where traffic has become problematic with no visible solutions. Ricky advocates for proactive planning rather than reactive decision-making, emphasizing the importance of considering the future and learning from neighboring cities. He believes that the existing low-density zoning in the area should be maintained, as it aligns with the preferences of current residents and reflects the desired progression for Lehi.

Larry Hadfield- Larry Hadfield expressed his concerns about the proposed high-density housing development during the meeting. He mentioned that Tony approached him with the concept, which initially included a road going through his property, but he later decided against it. Larry's main worries were related to the school located south of the proposed development. He believed that the current dead-end road leading to the school could pose a problem for emergency services. Additionally, he raised concerns about the heavy traffic during school hours and on Sundays, as the road was narrow and in poor condition. He estimated that the addition of 150 homes could result in around 200 more cars using the road, exacerbating the traffic situation. He suggested reevaluating the plan and possibly considering an alternative road, like extending 1700 West, to address these issues.

Tony Trane- discussed the development plan, which was initiated by the city and later joined by the developer. They

emphasized the importance of evaluating the benefits of a walkable community and addressed the challenges of having commercial zoning near half-acre lots. He also highlighted the need to plan roads effectively and expressed the desire to work with the city to find solutions for traffic concerns. They mentioned suggestions for making the plan more viable for the area, including considering transportation options to the school and exploring alternatives for the church situation. He reassured that discussions were ongoing about the road going through Larry's property.

Casey Glade- expressed concerns about the development, including issues with the public facility property and the overlay plan lacking clear direction. They urged the commission to reject the proposal, citing it didn't align with the community's desire for low-density residential agricultural land. He also criticized misleading road representations and raised objections to existing properties causing traffic problems. They called for a clearer understanding of the overall plan before voting on 3.6 and 3.7.

Randy Miller- expressed appreciation for the commission's time and the concerns raised by other attendees. He echoed the worries about 1100 West and the elementary school. He emphasized that the area was purchased for its low-density character and requested the commission to table the proposal and maintain the property as low-density.

Rachel Crob- expressed gratitude to the commission for listening to everyone's concerns, even if they differed from the planning. Rachel's main worry was about the elementary school as her child attends there, and class sizes were already large. She believed that the proposed homes would likely house families with small children, adding to the overcrowding issue. Rachel also highlighted the traffic problems, especially with 1900 South currently closed, causing more vehicles to use 1100 West to 1900 South. She feared that the situation would worsen with increased traffic from the development and Pioneer Crossing. Rachel emphasized her desire to avoid further traffic issues and thanked the commission once again.
Chairperson Newall acknowledge the comment on Engage Lehi for 3.6

Chairperson Newall closed the public hearing for 3.6.

Chairperson Newall opened the public hearing on 3.7

Casey Glade- raised concerns about the concept plan's feasibility, citing traffic congestion on 1100 West due to the single access point. They highlighted issues with existing properties and urged the city to address them before proceeding with the development. He criticized the placement of commercial facilities near low-density residential areas, leading to heavy equipment vehicles driving through the neighborhood. He called on the commission to send a clear message to the city council for necessary changes to create a harmonious community and address traffic and planning problems.

Justin Crop- expressed concern about the road north of the lake being currently closed and its impact on traffic planning for the development. They mentioned the potential increase in traffic from a nearby large development in Saratoga Springs, which could worsen congestion on 1700 North and 1100 West. Justin acknowledged that the road wasn't their property but emphasized how it affected the residents. They believed that adding higher density in the area would exacerbate the traffic problem once the road reopened, especially if people cut across due to congestion. Justin wanted this consideration to be part of the planning to explain why the proposed layout might not work effectively.

Ricky Perry- asked questions about the plan, specifically regarding the housing options. They inquired about the specifics of the proposed mixed-use development, such as whether it includes apartments, condos, or townhomes with shared roofs. Ricky sought clarification on whether each townhome would have its own roof or if they would be grouped with two townhomes sharing one global roof.

Mr. Curtis summarized the comments on Engage Lehi. Several residents expressed negative views and concerns about the proposed development. The main issues raised included traffic congestion on 1100 West, particularly on Sundays due to the church and during school days, water concerns, and the need for 1450 to be a through street. Residents questioned the impact of high-density housing on the neighborhood, including potential increases in crime. Some also mentioned that the school, Dry Creek Elementary, is already overwhelmed by the current number of students. Requests for a traffic study were made by some participants. These were the key points highlighted during the public comments.

In the meeting, the applicant expressed gratitude for public input and discussed the concept plan's potential impact on traffic. They proposed a road connection through the park to address traffic concerns and highlighted safety measures for children going to school. The focus was on creating a mixed-use village center, but the plan was still in the concept

stage. Tony Trane and the applicant clarified that the main concern was the appropriateness of the village center concept for the area and emphasized the need for collaboration with property owners and the city to find solutions. They showcased amenities and architectural elevations as part of the proposed plan and conveyed their willingness to address concerns while working with the city.

Casey Glade- wants to understand that you are voting against the entire community.

Chairperson Newell closed the public hearing.

During the meeting, the Commissioners asked for clarification about the history of the overlay and how it came into play. They expressed concerns about potential hodgepodge development if property owners did not agree to the overlay. Kim Struthers discussed the general plan update and the adoption of the village overlay in January 2022. The commissioners and applicant emphasized the need for collaboration between the city and property owners to address issues and create a cohesive masterplan community. Some members raised concerns about traffic, school access, and the need for city improvements before approving the project. The meeting concluded with a discussion about the city's role in making necessary improvements and ensuring the project aligns with the overall land use philosophy.

3.6 Commission Everett made a motion. with the fact that they didn't approve a concept. Emily seconded no nays.

> **Motion:** Commissioner Bunker moved for a negative recommendation of **Bronson Tatton's request for review of the Dry Creek Village Zone Change on 16 acres of property located at approximately 1450 South 1100 West, changing the zoning from TH-5 (transitional holding) to Mixed Use.**; including all DRC comments and findings stated in the report; with the fact that the concept was not approved in 3.7. Commissioner Briton seconded.
>
> **Vote:** Commissioner Newall, yes; Commissioner Briton, yes; Commissioner Everett, yes; Commissioner Bunker, yes; Commissioner Eyre, yes. The motion passed unanimously.

3.7) Public hearing and recommendation of Bronson Tatton's request for review of the Dry Creek Village Land Use Plan with Concept plan for the first phase which includes a 150-unit residential development located at approximately 1450 South 1100 West.

> **Motion:** Commissioner Bunker moved to recommend approval of **Bronson Tatton's request for review of the Dry Creek Village Land Use Plan with Concept plan for the first phase which includes a 150-unit residential development located at approximately 1450 South 1100 West.**; including all DRC comments and findings stated in the report; include the findings at 1100 West is one of those areas that needs to be addressed. The traffic there prior any mitigation that needs to be done to allow for those residents to find some relief and also provide opportunities for this development to continue so that other connections can be designed and developed. The finding that the road 1450 south where the school is located and a lot of these problems already exist. Also that serious consideration is given to mitigation efforts that can be done on that road, whether for now and or in the future because of other property issues that exist concurrently. Park design was re-designed to resolve connection issues and other road issues. That cause problems currently with 1100 West 1450 South etc. and that also that that North Road should be serious consideration and approval on that road being i resolved to allow for another connection through that park to mitigate the concerns and needs of the neighbors in this neighborhood. Commissioner Eyre seconded.
>
> **Vote:** Commissioner Newall, no; Commissioner Briton, no; Commissioner Everett, no; Commissioner Bunker, yes; Commissioner Eyre, yes. The motion did not pass.
>
> **Motion:** Commissioner Bunker moved to a negative recommendation of **Bronson Tatton's request for review of the Dry Creek Village Land Use Plan with Concept plan for the first phase which includes a 150-unit residential development located at approximately 1450 South 1100 West.**; including all DRC comments and findings stated in the report; with the findings that there are still a lot of infrastructure needs to make this feasible to fit into the neighborhood and not have a negative impact or increase the negative impact that's already there, such as the ones you described in your motion relative to 1100 West and 14 to the south in the public road that's anticipated but not yet on the plan in order to increase the accessibility both in and out not only for this development, but for the surrounding neighborhoods as well. And until those are ameliorated

this will have a negative impact on the community nearby. And so with our negative recommendation, and an encouragement that those be looked at and maybe prioritized and, and to work with the developer in the future for look relooking at this particular concept once those structural issues have been better than further down the road, in terms of in place to make this more viable for everyone. That's potentially impacted not only future residents, but current residents. Also, finding the fact that it's not yet not yet zoned for the particular land use, so it'd be tied to 3.6. Commissioner Briton seconded.

Vote: Commissioner Newall, yes; Commissioner Briton, yes; Commissioner Everett, yes; Commissioner Bunker, yes; Commissioner Eyre, no. The motion passed.

Dry Creek Village Mixed Use Zone Change
DRC Redline Comments

Bronson Tatton- requests review of the Dry Creek Village Zone Change on 16-acres of property located at approximately 1450 South 1100 West, changing the zoning from TH-5 to MU.

DRC Members Present: Glade Kirkham, Garion Rowett, Ryan Allred, Jacob Hernandez, Kim Struthers, Gary Smith, Ross Dinsdale, James Farnsworth
Assigned Planner: Jacob Curtis
Representatives of the Applicant Present: Tony Trane, Bronson Tatton
Date of Plans Reviewed: 4/25/23
Time Start: 1:22 pm
Time End: 1:30 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
Jacob– Public Works: No comments
Ross – Engineering:
1. Existing development agreement for Stan Lewis property shall remain in place and not be superseded by this zone change and concept plan.

Kim – Planning:
2. As a condition of recording the zone change ordinance, the applicant will need to provide water dedication per Chapter 27 of the Development Code.
3. In approving this zone change for a portion of the Village Overlay, it is the City's and the Developer's understanding that the other properties within the Village Overlay will comply with the Land Use Plan that has been approved for the overall area. A memorandum of understanding between all of the owners in the Village Overlay will be recorded as an exhibit with the Zone Change ordinance.

General Comment
1. City Staff should check with the County on the annexation of this property (not showing up as in Lehi on the parcel map)

THIS ITEM WILL BE SCHEDULED FOR PLANNING COMMISISON WITH THE CONCEPT ON JUNE 8TH. (NEED ENVELOPES BEFORE SCHEDULING)

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: 43-2023

AN ORDINANCE APPROVING A ZONE DISTRICT DESIGNATION AMENDMENT AND ZONING DISTRICT MAP AMENDMENT LOCATED AT APPROXIMATELY 1450 SOUTH 1100 WEST

WHEREAS, Bronson Tatton, agent for owner of property located at approximately 1450 South 1100 West and further described by the legal description attached as Exhibit "A", has applied for an amendment to the Zone District and Zoning District Map; and

WHEREAS, the applicant seeks to have said parcel designated as MU (mixed-use); and

WHEREAS, following a public hearing on July 13, 2023, the Lehi City Planning Commission reviewed the proposed Zoning District Designation and Zoning District Map amendment and forwarded it to the City Council to decide on the proposed amendment; and

WHEREAS, on August 8, 2023, City Council held a duly noticed meeting to receive public comment and ascertain the facts regarding this matter, which facts and comments are found in the hearing record and which include the staff report, minutes from the Planning Commission meeting of July 13, 2023; and

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

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

PART I:

The Zone District Designation and the Zoning District Map of the property described on Exhibit "A" are hereby amended to MU (mixed-use).

PART II:

A. If a provision of this Ordinance 43 -2023 conflicts with a provision of a previously adopted ordinance concerning the same title, chapter, and/or section number amended herein, the provision in this Ordinance shall prevail.

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

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

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

Approved and Adopted by the City Council of Lehi City this 8th day of August 2023.

ATTEST

_____	_____
Mark Johnson, Mayor	Teisha Wilson, City Recorder

EXHIBIT “A”

DRY CREEK VILLAGE ZONE CHANGE

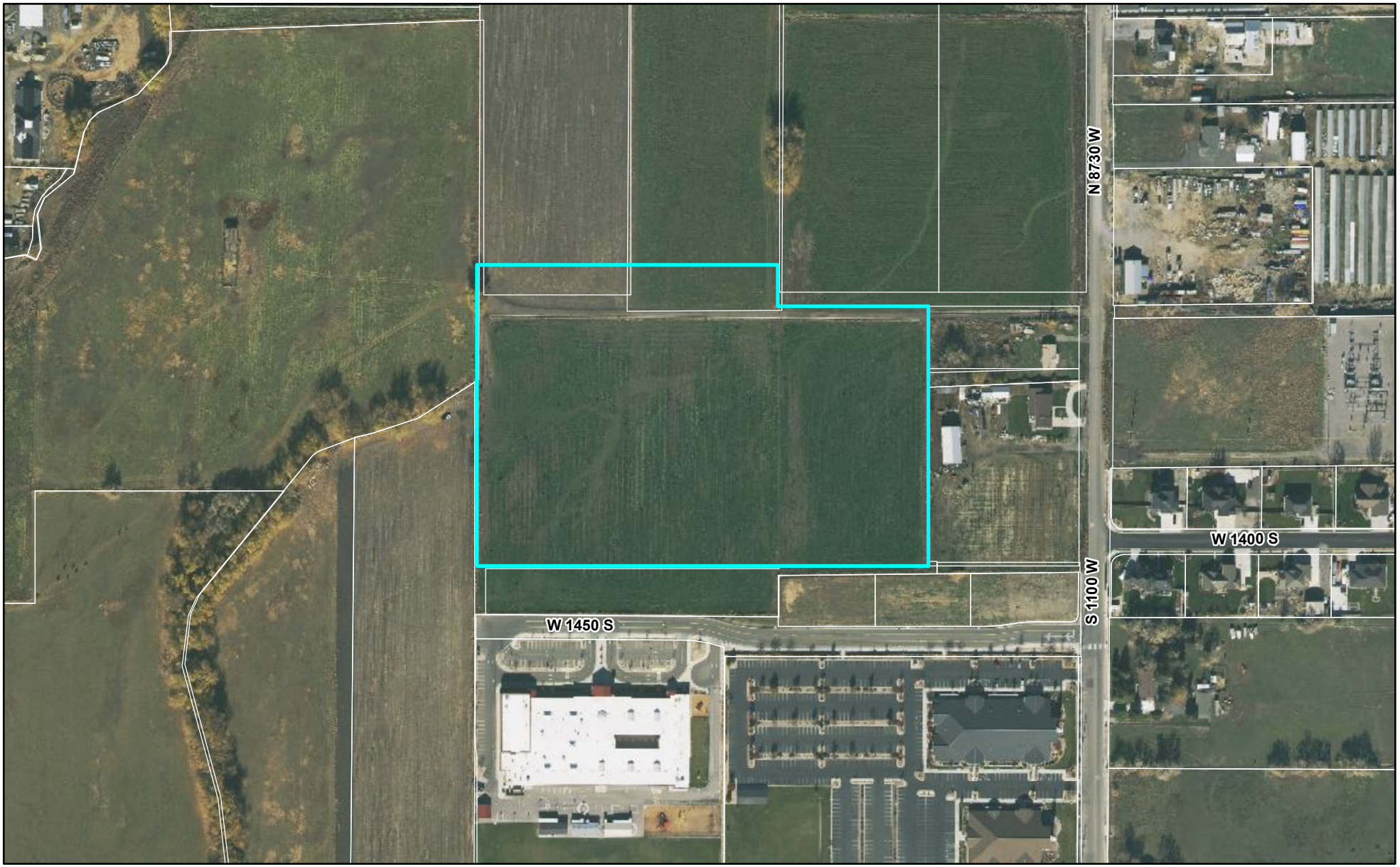
PARCEL - 13:030:0018

ZONE CHANGE DESCRIPTION

Beginning at a Great Basin rebar & cap which is North 00°04'59" East 402.81 feet along the section line and West 16.37 feet from the calculated East Quarter Corner of Section 19, Township 5 South, Range 1 East, Salt Lake Base and Meridian: thence along the Lehi South Elementary Addition to Lehi City the following three courses 1) South 89°22'47" West 331.28 feet; 2) South 00°01'43" East 90.61 feet; 3) North 89°38'48" West 663.48 feet; thence North 00°38'25" East 263.00 feet along a wire fence line; thence North 00°13'17" East 252.50 feet along a wire fence line; thence North 17°28'01" West 7.39 feet; thence North 00°20'21" East 180.33 feet along the MELLOR–FORREST ANNEXATION; thence along the STAN LEWIS ANNEXATION the following four courses 1) South 89°39'39" East 13.38 feet; 2) South 00°00'14" East 34.83 feet; 3) North 89°52'55" East 649.84 feet; 4) North 00°27'55" East 8.01 feet; thence East 325.41 feet; thence South 177.75 feet; thence North 87°37'57" East 5.83 feet; thence South 00°21'55 West 409.69 feet along the LARRY HADFIELD ANNEXATION to the point of beginning.

Dry Creek Village Zone Change

Aerial

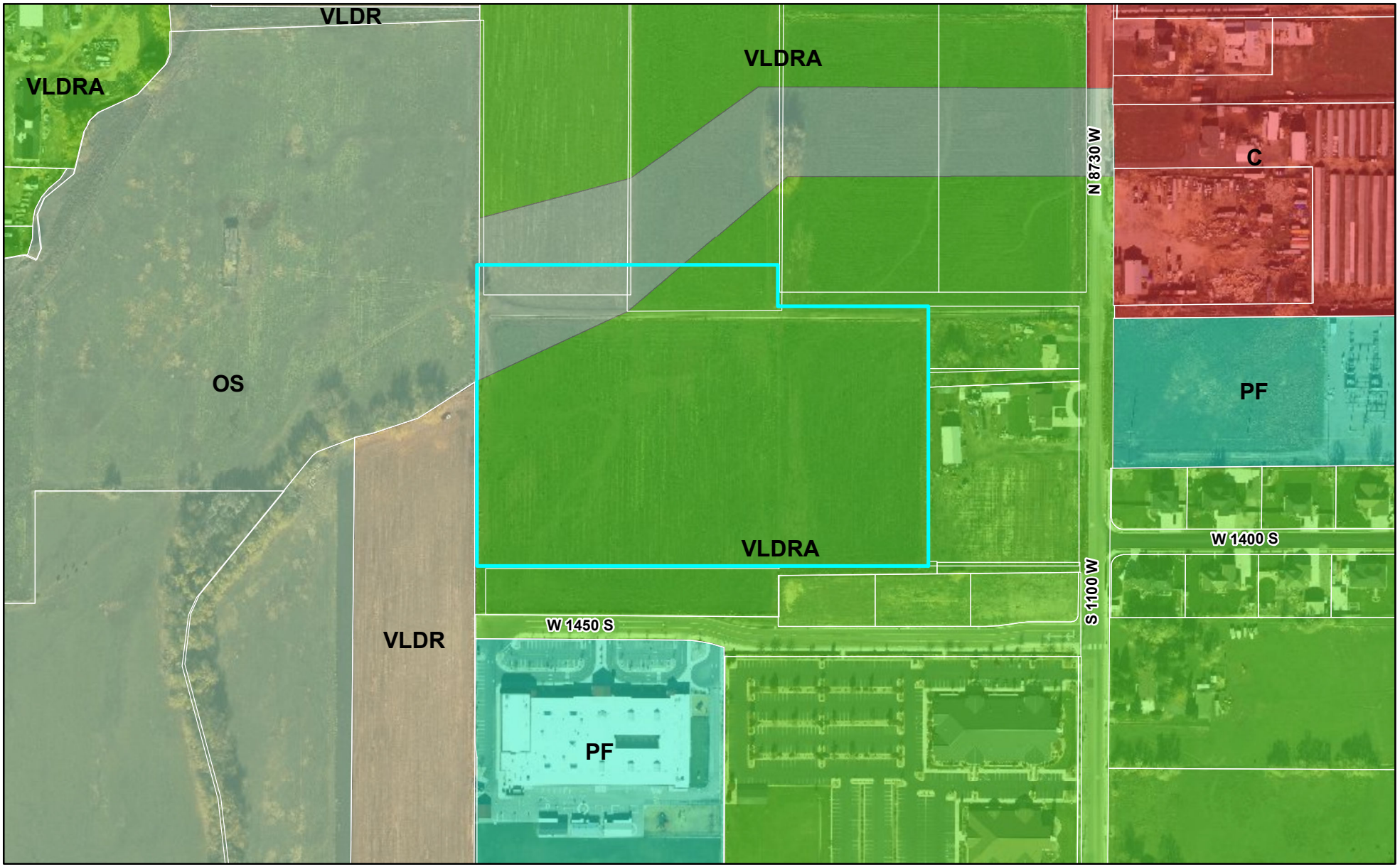


0 360 720 Feet

LEHI CITY

Dry Creek Village Zone Change

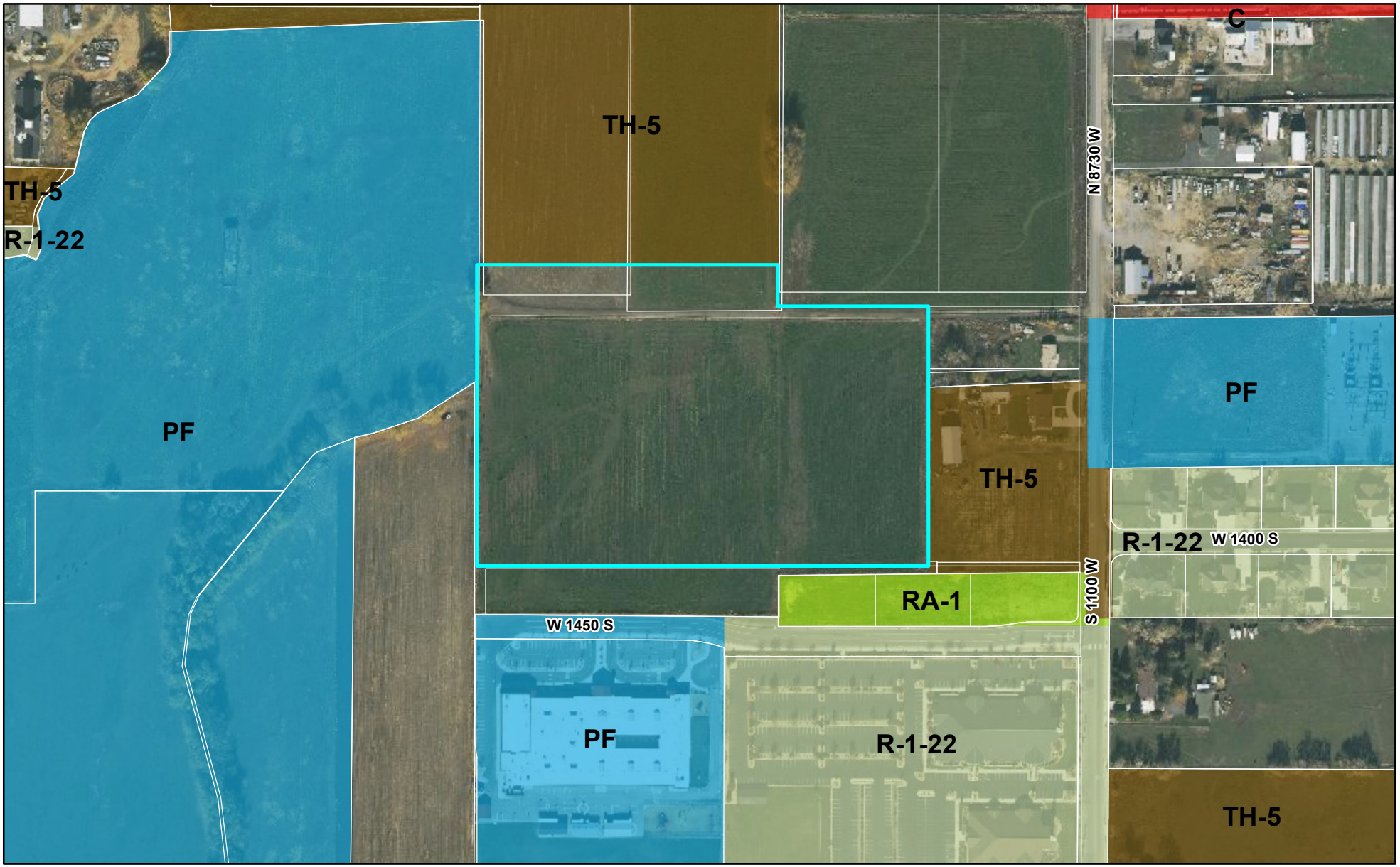
General Plan



LEHI CITY

Dry Creek Village Zone Change

Zoning



0 360 720 Feet

LEHI CITY

4/10/23

Lehi City
Attn: City Council and Staff

Subject: Pioneer Village Zone Change

The property owner, BCP Development, located at 1450 South 1300 East (serial numbers 13:030:0018 and 13:030:0089) is requesting a zone change for the Lehi City zoning map of for a portion of the property (approximately 14.67 acres) within the general plan designation for the mixed-use village overlay. This zone change submittal is requesting approximately 14.67 acres to change the zoning designation to Mixed-use Village Overlay zoning from the current TH-5 zoning. The overall property in the overlay designation is approximately 67 acres with the remaining property will stay at its current designation. We feel this is an appropriate request based on the criteria below:

(a) In general, the topography, vegetation, and other natural features present on the property of the proposed zone change is flat farm land.

(b) The existing land use(s) of the property proposed for zone change and those requested by the owner are currently used as farm land.

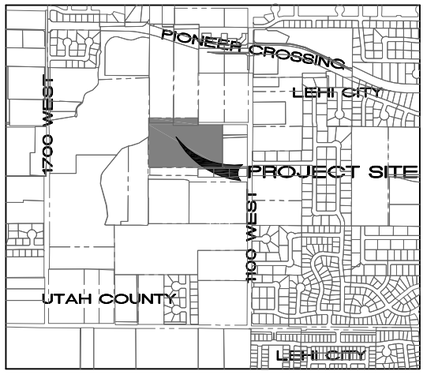
(c) The current and potential (if the property were developed) population and residential density of the proposed area has been outlined in the City General Plan. The intent of the overlay zone in the general plan was to designate a mixed use overlay master planned area that would create more of a walkable community and uses to compliment each other. The General Plan designation for density was defined at 500 units for this overlay and a land use exhibit has been provided showing the anticipated division of those units based on discussions with City staff and the surrounding property owners.

(d) The proposed zone change will comply with and achieve Lehi City's land use(s), goals and policies outlined in the Lehi City General Plan by flowing the recommendation in the General Plan amendment recently adopted by Lehi City and through the direction and collaboration with City Staff. The mixed-use designation is appropriate in this location due to the proximity of facilities such as a school, a church, a regional park, close proximity to a major transportation corridor in Pioneer Crossing and commercial areas along Pioneer Crossing.

The overall direction from Lehi City is to coordinate an area within the City that has the potential to be a cohesive area due to the surrounding features an amenities along with creating a mixed use of different types of commercial and residential units. We feel that this initial proposal is in line with the goals and direction of the intent for the Village Overlay.

PIONEER VILLAGE ZONE CHANGE

LOCATED IN THE NORTHEAST QUARTER OF SECTION 19, TOWNSHIP 5 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN



ZONE CHANGE DESCRIPTION

Beginning at a Great Basin rebar & cap which is North 00°04'59" East 402.81 feet along the section line and West 16.37 feet from the calculated East Quarter Corner of Section 19, Township 5 South, Range 1 East, Salt Lake Base and Meridian: thence along the Lehi South Elementary Addition to Lehi City the following three courses 1) South 89°22'47" West 331.28 feet; 2) South 00°01'43" East 90.61 feet; 3) North 89°38'48" West 663.48 feet; thence North 00°38'25" East 263.00 feet along a wire fence line; thence North 00°13'17" East 252.50 feet along a wire fence line; thence North 17°28'01" West 7.39 feet; thence North 00°20'21" East 180.33 feet along the MELLOR–FORREST ANNEXATION; thence along the STAN LEWIS ANNEXATION the following four courses 1) South 89°39'39" East 13.38 feet; 2) South 00°00'14" East 34.83 feet; 3) North 89°52'55" East 649.84 feet; 4) North 00°27'55" East 8.01 feet; thence East 325.41 feet; thence South 177.75 feet; thence North 87°37'57" East 5.83 feet; thence South 00°21'55 West 409.69 feet along the LARRY HADFIELD ANNEXATION to the point of beginning.

LEGEND

- SECTION CORNER
- SECTION LINE
- ZONE CHANGE BOUNDARY
- EXISTING PARCELS

STAN LEWIS (TH–5)

KENNETH ROYLE (COUNTY)

NORTHEAST CORNER OF SECTION 19, TOWNSHIP 5 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN. FOUND BRASS CAP

S89°39'41"E 13.39'

S0°00'14"E 34.83'

N89°52'55"E 649.84

N0°27'55"E 8.01'

EAST 325.41

LEHI CITY (CITY PARK)

N0°20'21"E 180.33

SOUTH 177.75

CHRISTINE AND RICHARD STRAIN (COUNTY)

N17°28'01"W 7.39'

N87°37'57"E 5.83'

N0°13'17"E 252.50

PIONEER VILLAGE ZONE CHANGE
14.67 ACRES

BCP DEVELOPMENT INC
TAX ID: 13:030:0018

S0°21'55"W 409.69

BASIS OF BEARING UTAH COUNTY NAD 83 PUBLISHED 2021
SECTION LINE N 00°04'59" E 2640.80'

LARRY HADFIELD

STAN LEWIS (COUNTY)

N0°38'25"E 263.00

POB
REBAR & CAP
GREAT BASIN

S89°22'47"W 331.28

WEST 16.37'

402.81'

BCP DEVELOPMENT INC
TAX ID: 13:030:0089

S0°01'43"E 90.61'

ALPINE SCHOOL DISTRICT

N76°15'48"E 338.56'

N89°38'48"W 663.48

LEHI SOUTH ELEMENTARY ADDITION TO LEHI CITY

EAST QUARTER OF SECTION 19, TOWNSHIP 5 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN. NOT FOUND (CALCULATED)

RC EAST QUARTER OF SECTION 19, TOWNSHIP 5 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN. FOUND BRASS CAP 2016

0 60 120 180

SCALE: 1" = 60'

TRANE ENGINEERING, P.C.
CONSULTING ENGINEERS AND LAND SURVEYORS
27 EAST MAIN STREET, LEHI, UTAH 84043 (801) 768-4544

PIONEER VILLAGE ZONE CHANGE
LOCATED IN THE NORTHEAST QUARTER OF SECTION 19, TOWNSHIP 5 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN

Agenda Item No: 9.7

City Council Agenda Item Report

Meeting Date: August 8, 2023
Submitted By: Jacob Curtis
Submitting Department: Planning Division
Item Type: Action Item
Agenda Section: Regular Agenda

Subject:
Consideration of Concept plan approval for the Dry Creek Village Land Use Plan for the first phase which includes a 142-unit residential development located at approximately 1450 South 1100 West.

Suggested Action:

Attachments:

CC Staff Report Dry Creek Village Concept 08.08.23.docx

Dry Creek Village Concept DRC 06.28.23.docx

Dry Creek Village Aerial.pdf

Dry Creek Village GP.pdf

Dry Creek Village Zoning.pdf

Dry Creek Architectural & Amenity Exhibits_7.6.2023.pdf

Dry Creek Village Concept 06.28.23.pdf

DRY CREEK VILLAGE CONCEPT & LAND USE PLAN

CITY COUNCIL REPORT

Applicant	Bronson Tatton		
Meeting Date	August 8, 2023		
Requested Action/Purpose	Approval of a proposed concept plan		
Location	Approximately 1450 South 1100 West		
Project Area	16 acres		
Existing Zoning	TH-5		
General Plan Land Use Designation	VLDRA with Mixed Use Village Overlay		
Adjacent Zoning and Land Use	*North*	TH-5	Undeveloped
	South	PF	Dry Creek Elementary School
	East	TH-5	Single family residential
	West	PF	Future City Park
Date of DRC Review	July 28, 2023		
Date of Planning Commission Review	July 13, 2023		
Assigned Planner	Jacob Curtis		

REQUIRED ACTION

Planning Commission	Review and recommendation
City Council	Final approval

APPLICABLE DEVELOPMENT CODE REGULATIONS

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

Section 37.020. Multi-Family Residential Design Standards

1. Developments containing two or more buildings shall possess a similar design theme, and the site shall be designed such that the overall development is cohesive. Building architecture, exterior materials and colors shall coordinate. If a development contains more than one building, structures shall be varied to prevent repetitive design.
2. Side and Rear Facades. These design standards shall be applicable to all sides of a building, with each facade being required to meet the terms of this section.
3. The majority of each facade, meaning 51 percent or more of the wall area excluding windows and doors, shall be constructed of brick, stone, architectural textured concrete, fiber cement siding, wood, or other durable building material as approved by the Planning Commission. Stucco, EIFS, or untreated concrete block (CMU) shall be allowed only as an accent or secondary material.
4. All buildings within a development shall have a coordinating color scheme; however not every building should be constructed from the same color scheme. Building colors should be varied to give diversity and variety to the project.
5. Townhome Building Entrances. The primary entrance and front façade of individual townhomes within a new development shall be oriented toward the following, listed in primary order:
    a. public streets
    b. parks, courtyards, or public open space;
    c. primary internal streets;
    d. secondary internal streets or alleys
6. Pedestrian circulation. Multi-family residential projects shall provide a circulation plan and include the following

improvements to improve pedestrian circulation and safety:

a. Pedestrian walkways that interconnect the adjacent streets, open spaces, parking areas, building entrys, adjacent sites and adjacent master planned trails where applicable. Each building located along a public road shall provide a sidewalk connection from the building entrance to the public sidewalk.
b. Walkways shall be hard surfaced with concrete, brick pavers or asphalt.
c. Crosswalks shall be placed where pedestrian walkways cross streets and internal roads and shall be painted or made of concrete or brick pavers.

Section 37.030. Single-Family Residential Design Standards

1. Lot sizes and frontage widths within each subdivision plat shall be varied to encourage a variety of floor plans including rambler and two-story homes.
2. Product Mix and Diversity. A variety of home styles shall be provided to insure a diverse and interesting street scene. Single-family developments that have nearly identical homes without variation in product placement and form shall not be allowed. In order to ensure that the development is non-repetitive, homes with the same floor plan and elevation shall not be built on adjacent lots or on lots fronting directly or diagonally across the same street or open space from one another.
3. Single-family developments shall include a diversity of floor plans, color schemes, and combinations of building materials.
4. All corner lots shall include wraparound architecture. The development shall include floor plans designed specifically for corner lots. These home plans are required to include wrap-around architecture to provide visual interest on both the front and corner side yard of the home.
5. Roofline Variation. Rooflines on the fronts of all homes, and the rear side of homes that are double fronting (that back onto a collector or arterial street) shall be varied on the same street. Roofline variations include the following:
    a. Decorative gables, curved gables and dormers with 2 x 6 fascia that break up otherwise long, uninterrupted rooflines.
    b. Hip roof or Dutch hip roof with 2 x 6 fascia.
    c. 8/12 roof pitch or greater with 2 x 6 fascia.
    d. Decorative chimney or chimney accents and details
    e. Opposing roof lines (modern)
    f. Flat roof lines (modern)

APPLICABLE GENERAL PLAN GOALS AND POLICIES

MIXED USE DEVELOPMENT

Create walkable and vibrant districts with a complimentary mix of land uses and densities in the historic downtown, urban center, transit-oriented development areas, and other areas of concentrated density.

Mixed use development is designed to allow people to live, work, shop, and play in one place. It is defined by a combination of two or more uses (residential, retail, office, institutional, cultural, industrial) within a single development. Mixed use development should include public space amenities and a comfortable, well-designed pedestrian network. As mixed-use developments are often regional destinations, they should be well-connected to surrounding communities and transportation networks. There are two types of mixed-use development:

• Vertical mixed use - typically a mid- to high-rise building with retail on the ground floor and residential or office on the upper floors. This is a more efficient use of land within high intensity areas. Current market conditions have limited support for this type of mixed use.

• Horizontal mixed-use- single- or multi-story buildings that each contain one types of use, with a variety of uses present within walking distance throughout a development.

Strategy 1

Implement the 3 D's (diversity, density and design) of mixed-use development that supports alternative modes of transportation such as walking, biking, and transit.

Strategy 3

Create outdoor public spaces in mixed use areas. In addition to commercial destinations, mixed use developments should include outdoor spaces where community members can gather or find respite. These spaces can include plazas, outdoor dining, benches, or other design features.

PROPERTY HISTORY

January 25, 2022: **The General Plan Land Use Element was updated and approved the Mixed-Use Village Overlay.**

September 13, 2022: **The BCP Annexation was approved by the City Council.**

REPORT ANALYSIS

The applicant requests approval of the Dry Creek Village Land Use Plan with Concept plan located at 1450 South 1100 West. The Concept Plan is for the first phase which includes a 150-unit residential development. The applicant proposes the conceptual subdivision to be similar to a Planned Unit Development. The Village Overlay designation, allows for a zone change to the Mixed-Use zone and the entire Village Overlay is planned for 500 units. As part of establishing the mixed-use zone, the overlay requires a land use map to show the general street layout, land uses, circulation, trails, open spaces, and list the features and amenities to be included in the development. To receive the allotted density, the design must meet criteria as envisioned by Planning Staff, Planning Commission, and the City Council.

The City Council should consider the site layout, the building elevations, land use plan, and the DRC comments.

Site Layout
The first phase of the proposed development site is shown on 16 acres of property. The plan shows 108 townhome units and 42 single family units along private roads. There is also landscaped space with lawn and trees, connected by several bike and pedestrian paths. The primary amenity space is located along a path that leads directly to the front door of the elementary school. Amenities include a play space, shaded picnic tables, and fire pits. Traffic calming features are proposed to create a human-first environment that still allows localized car access. It was suggested by the DRC that the center public street be eliminated and instead have private street connection into the internal loop and adding open space to the center to reduce cut-through traffic and a more connected network of greenways.

Building Elevations
The conceptual elevations show several different variations in the façade. The final elevations will be reviewed with final submittal and will need to meet the building materials and features requirements.

Land Use Plan
The land use plan shows a mixed-use area, northern area, and southern area. The mixed-use area is 5.3 acres along Pioneer Crossing and 1100 West. The northern area is 33.6 acres and the southern area is 28.1 acres. The first phase comprises a section of the southern area. The mixed-use area is programmed for 40 units, the northern area for 250 units, and the southern area for 210 units. Trail corridors are shown throughout the land use plan and are shown connecting into the future park area to the west and to connect to the Dry Creek Trail and undercrossing to the north.

DRC Comments
The DRC reviewed the proposed concept plan and had ten comments. Most of these are informational for the future site plan submittal. Comments include:

1. Development Code requires at least one tree per unit
2. As per Development Code, turf is not allowed in park strips.
3. Our State Highway design standards require a 30' setback from State roadways; show a 30' buffer along Pioneer that all lots, trails, and streets stay out of. Also note a wide enough trail corridor so it doesn't feel closed off. The street could shift up parallel to the trail to open it up and ensure visibility; and a lot of trees could be planted in the 30' buffer to help buffer noise and pollution from the highway.
4. On the conceptual layout for Phase 1, the School District's lots west of the trail access need to be rear-facing lots.

5. The design of these homes backing onto the park show engage the space rather than turn their backs to it. An example is the setup and design of homes that front Oquirrh Lake in Daybreak - there is a 4' fence, line of landscaping, back porch, and the homeowner's yard space.
6. Show the 10' trail width to match the trail plan.
7. We should be clear the amenity and architectural standards are required as part of the development to obtain the additional density. Add a minimum size to the porches so it allows residents to have outdoor porch seating. Additional details will be needed such as for the fencing standards. Also, in return for the density proposed to be given on this overall project, these amenities would be at the developer's cost.
8. The middle porches on the conceptual townhomes aren't large enough to allow outdoor porch seating. Allowing the ability to place seating on the front porch is an important detail to get people spending time there and increasing sociability of the community and eyes on the street.
9. Need to include different models of townhome architectural styles dispersed throughout the project.

Please consider the DRC comments in a motion.

POSSIBLE MOTIONS AND FINDINGS

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

1. The proposed Concept is/is not consistent with the Lehi City Development Code
2. The proposed Concept does/does not conform to the goals and policies of the General Plan.
3. Other findings as determined by the public hearing.

PLANNING COMMISSION RECOMMENDATION

The Planning Commission reviewed the proposed concept plan on July 13, 2023. The minutes and motion from this meeting are as follows:

3.6) Public hearing and recommendation of Bronson Tatton's request for review of the Dry Creek Village Zone Change on 16 acres of property located at approximately 1450 South 1100 West, changing the zoning from TH-5 (transitional holding) to Mixed Use.
Mr. Curtis did a presentation on this item.

Mr. Curtis made clarification about the number of units. In the staff report, there were references to different numbers of units for a development project. Initially, it was mentioned as 142 units, but later, it was revised to 150 units. The issue arose because eight units were not included in the initial application, and they belong to the Alpine school district. However, the current review is for phase one of the project, which comprises 150 units, and there is no request for a density increase.

The overall land use plan allows for up to 500 units due to an overlay, but this is subject to approval based on the applicant's proposal and compliance with requirements. The city council has the discretion to approve or reject the project based on its layout and other considerations.

There were also comments and questions from the Commissioners regarding the layout and zone change for the project submitted by the public through Engage Lehi online platform. The zone change is aimed at transitioning the area from a holding zone to the next zone, allowing for water dedication to facilitate development.

The applicant Bronson Tatton was present for questions.

Chairperson Newall opened public hearing for 3.6

Justin Crop- expressed his concerns about the proposed high-density development in the area. He moved to the region because it was originally zoned for very low density, and he prefers living in a less crowded environment. He worries

that the new development will bring more traffic and safety issues, especially near the school and churches. He disagrees with the idea that high density means affordability, as he believes Lehi is already unaffordable, and increasing density won't change that. He urges the authorities to stick to the previous plans for low-density zoning to maintain the character of the area and avoid excessive traffic and safety problems.

Jennifer Davis- a resident living east of the proposed development, expressed concerns about the high-density housing concept. She acknowledges the inevitability of change but emphasizes that the area lacks adequate infrastructure to support such density. She mentions increased traffic on 1100 West, especially during peak times, and the need for safer sidewalks and bike paths for children. She cites previous issues with Maverick's development and the lack of proper traffic management. She highlights the strain on Dry Creek Elementary due to recent developments and a failed school bond. She urges the planning commission and city council to consider the impact on the surrounding area and match the proposed development with the existing low-density neighborhoods.

Ricky Perry- urged the planning commission to keep the area zoned as it is currently. He pointed out the negative consequences of high-density development in nearby Saratoga Springs, where traffic has become problematic with no visible solutions. Ricky advocates for proactive planning rather than reactive decision-making, emphasizing the importance of considering the future and learning from neighboring cities. He believes that the existing low-density zoning in the area should be maintained, as it aligns with the preferences of current residents and reflects the desired progression for Lehi.

Larry Hadfield- Larry Hadfield expressed his concerns about the proposed high-density housing development during the meeting. He mentioned that Tony approached him with the concept, which initially included a road going through his property, but he later decided against it. Larry's main worries were related to the school located south of the proposed development. He believed that the current dead-end road leading to the school could pose a problem for emergency services. Additionally, he raised concerns about the heavy traffic during school hours and on Sundays, as the road was narrow and in poor condition. He estimated that the addition of 150 homes could result in around 200 more cars using the road, exacerbating the traffic situation. He suggested reevaluating the plan and possibly considering an alternative road, like extending 1700 West, to address these issues.

Tony Trane- discussed the development plan, which was initiated by the city and later joined by the developer. They emphasized the importance of evaluating the benefits of a walkable community and addressed the challenges of having commercial zoning near half-acre lots. He also highlighted the need to plan roads effectively and expressed the desire to work with the city to find solutions for traffic concerns. They mentioned suggestions for making the plan more viable for the area, including considering transportation options to the school and exploring alternatives for the church situation. He reassured that discussions were ongoing about the road going through Larry's property.

Casey Glade- expressed concerns about the development, including issues with the public facility property and the overlay plan lacking clear direction. They urged the commission to reject the proposal, citing it didn't align with the community's desire for low-density residential agricultural land. He also criticized misleading road representations and raised objections to existing properties causing traffic problems. They called for a clearer understanding of the overall plan before voting on 3.6 and 3.7.

Randy Miller- expressed appreciation for the commission's time and the concerns raised by other attendees. He echoed the worries about 1100 West and the elementary school. He emphasized that the area was purchased for its low-density character and requested the commission to table the proposal and maintain the property as low-density.

Rachel Crob- expressed gratitude to the commission for listening to everyone's concerns, even if they differed from the planning. Rachel's main worry was about the elementary school as her child attends there, and class sizes were already large. She believed that the proposed homes would likely house families with small children, adding to the overcrowding issue. Rachel also highlighted the traffic problems, especially with 1900 South currently closed, causing more vehicles to use 1100 West to 1900 South. She feared that the situation would worsen with increased traffic from the development and Pioneer Crossing. Rachel emphasized her desire to avoid further traffic issues and thanked the commission once again.
Chairperson Newall acknowledge the comment on Engage Lehi for 3.6

Chairperson Newall closed the public hearing for 3.6.

Chairperson Newall opened the public hearing on 3.7

Casey Glade- raised concerns about the concept plan's feasibility, citing traffic congestion on 1100 West due to the single access point. They highlighted issues with existing properties and urged the city to address them before proceeding with the development. He criticized the placement of commercial facilities near low-density residential areas, leading to heavy equipment vehicles driving through the neighborhood. He called on the commission to send a clear message to the city council for necessary changes to create a harmonious community and address traffic and planning problems.

Justin Crop- expressed concern about the road north of the lake being currently closed and its impact on traffic planning for the development. They mentioned the potential increase in traffic from a nearby large development in Saratoga Springs, which could worsen congestion on 1700 North and 1100 West. Justin acknowledged that the road wasn't their property but emphasized how it affected the residents. They believed that adding higher density in the area would exacerbate the traffic problem once the road reopened, especially if people cut across due to congestion. Justin wanted this consideration to be part of the planning to explain why the proposed layout might not work effectively.

Ricky Perry- asked questions about the plan, specifically regarding the housing options. They inquired about the specifics of the proposed mixed-use development, such as whether it includes apartments, condos, or townhomes with shared roofs. Ricky sought clarification on whether each townhome would have its own roof or if they would be grouped with two townhomes sharing one global roof.

Mr. Curtis summarized the comments on Engage Lehi. Several residents expressed negative views and concerns about the proposed development. The main issues raised included traffic congestion on 1100 West, particularly on Sundays due to the church and during school days, water concerns, and the need for 1450 to be a through street. Residents questioned the impact of high-density housing on the neighborhood, including potential increases in crime. Some also mentioned that the school, Dry Creek Elementary, is already overwhelmed by the current number of students. Requests for a traffic study were made by some participants. These were the key points highlighted during the public comments.

In the meeting, the applicant expressed gratitude for public input and discussed the concept plan's potential impact on traffic. They proposed a road connection through the park to address traffic concerns and highlighted safety measures for children going to school. The focus was on creating a mixed-use village center, but the plan was still in the concept stage. Tony Trane and the applicant clarified that the main concern was the appropriateness of the village center concept for the area and emphasized the need for collaboration with property owners and the city to find solutions. They showcased amenities and architectural elevations as part of the proposed plan and conveyed their willingness to address concerns while working with the city.

Casey Glade- wants to understand that you are voting against the entire community.

Chairperson Newell closed the public hearing.

During the meeting, the Commissioners asked for clarification about the history of the overlay and how it came into play. They expressed concerns about potential hodgepodge development if property owners did not agree to the overlay. Kim Struthers discussed the general plan update and the adoption of the village overlay in January 2022. The commissioners and applicant emphasized the need for collaboration between the city and property owners to address issues and create a cohesive masterplan community. Some members raised concerns about traffic, school access, and the need for city improvements before approving the project. The meeting concluded with a discussion about the city's role in making necessary improvements and ensuring the project aligns with the overall land use philosophy.

3.6 Commission Everett made a motion. with the fact that they didn't approve a concept. Emily seconded no nays.

> **Motion:** Commissioner Bunker moved for a negative recommendation of **Bronson Tatton's request for review of the Dry Creek Village Zone Change on 16 acres of property located at approximately 1450 South 1100 West, changing the zoning from TH-5 (transitional holding) to Mixed Use.**; including all DRC comments and findings stated in the report; with the fact that the concept was not approved in 3.7. Commissioner Briton seconded.
>
> **Vote:** Commissioner Newall, yes; Commissioner Briton, yes; Commissioner Everett, yes; Commissioner

Bunker, yes; Commissioner Eyre, yes. The motion passed unanimously.

3.7) Public hearing and recommendation of Bronson Tatton's request for review of the Dry Creek Village Land Use Plan with Concept plan for the first phase which includes a 150-unit residential development located at approximately 1450 South 1100 West.

Motion: Commissioner Bunker moved to recommend approval of **Bronson Tatton's request for review of the Dry Creek Village Land Use Plan with Concept plan for the first phase which includes a 150-unit residential development located at approximately 1450 South 1100 West.**; including all DRC comments and findings stated in the report; include the findings at 1100 West is one of those areas that needs to be addressed. The traffic there prior any mitigation that needs to be done to allow for those residents to find some relief and also provide opportunities for this development to continue so that other connections can be designed and developed. The finding that the road 1450 south where the school is located and a lot of these problems already exist. Also that serious consideration is given to mitigation efforts that can be done on that road, whether for now and or in the future because of other property issues that exist concurrently. Park design was re-designed to resolve connection issues and other road issues. That cause problems currently with 1100 West 1450 South etc. and that also that that North Road should be serious consideration and approval on that road being i resolved to allow for another connection through that park to mitigate the concerns and needs of the neighbors in this neighborhood. Commissioner Eyre seconded.

Vote: Commissioner Newall, no; Commissioner Briton, no; Commissioner Everett, no; Commissioner Bunker, yes; Commissioner Eyre, yes. The motion did not pass.

Motion: Commissioner Bunker moved to a negative recommendation of **Bronson Tatton's request for review of the Dry Creek Village Land Use Plan with Concept plan for the first phase which includes a 150-unit residential development located at approximately 1450 South 1100 West.**; including all DRC comments and findings stated in the report; with the findings that there are still a lot of infrastructure needs to make this feasible to fit into the neighborhood and not have a negative impact or increase the negative impact that's already there, such as the ones you described in your motion relative to 1100 West and 14 to the south in the public road that's anticipated but not yet on the plan in order to increase the accessibility both in and out not only for this development, but for the surrounding neighborhoods as well. And until those are ameliorated this will have a negative impact on the community nearby. And so with our negative recommendation, and an encouragement that those be looked at and maybe prioritized and, and to work with the developer in the future for look relooking at this particular concept once those structural issues have been better than further down the road, in terms of in place to make this more viable for everyone. That's potentially impacted not only future residents, but current residents. Also, finding the fact that it's not yet not yet zoned for the particular land use, so it'd be tied to 3.6. Commissioner Briton seconded.

Vote: Commissioner Newall, yes; Commissioner Briton, yes; Commissioner Everett, yes; Commissioner Bunker, yes; Commissioner Eyre, no. The motion passed.

Dry Creek Village Concept
DRC Redline Comments

Bronson Tatton- requests review of the Dry Creek Village Concept, a 142-unit residential development located at approximately 1450 South 1100 West.

DRC Members Present: Glade Kirkham, Garion Rowett, Ryan Allred, Matt Meier, Kim Struthers, Gary Smith, Ross Dinsdale, James Farnsworth, Luke Seegmiller
Assigned Planner: Jacob Curtis
Representatives of the Applicant Present: Tony Trane, Bronson Tatton
Date of Plans Reviewed: 6/20/23
Time Start: 3:14 pm
Time End: 3:34 pm

DRC REDLINE COMMENTS:
Glade – Power: See General Comments
Garion – Fire: See General Comments
Ryan – Water/Sewer: See General Comments
James – Parks:
1. Development Code requires at least one tree per unit
2. As per Development Code, turf is not allowed in park strips.

Gary – Building/Inspections: No comments
Matt – Public Works: No comments
Ross – Engineering: See General Comments
Luke- Traffic: See General Comments
Kim – Planning:
3. Our State Highway design standards require a 30' setback from State roadways; show a 30' buffer along Pioneer that all lots, trails, and streets stay out of. Also note a wide enough trail corridor so it doesn't feel closed off. The street could shift up parallel to the trail to open it up and ensure visibility; and a lot of trees could be planted in the 30' buffer to help buffer noise and pollution from the highway.
4. On the conceptual layout for Phase 1, the School District's lots west of the trail access need to be rear-facing lots.
5. The design of these homes backing onto the park show engage the space rather than turn their backs to it. An example is the setup and design of homes that front Oquirrh Lake in Daybreak - there is a 4' fence, line of landscaping, back porch, and the homeowner's yard space.
6. Show the 10' trail width to match the trail plan.
7. We should be clear the amenity and architectural standards are required as part of the development to obtain the additional density. Add a minimum size to the porches so it allows residents to have outdoor porch seating. Additional details will be needed such as for the fencing standards. Also, in return for the density proposed to be given on this overall project, these amenities would be at the developer's cost.
8. The middle porches on the conceptual townhomes aren't large enough to allow outdoor porch seating. Allowing the ability to place seating on the front porch is an important detail to get people spending time there and increasing sociability of the community and eyes on the street.
9. Include parking tabulation table.
10. Need to include different models of townhome architectural styles dispersed throughout the project.

PLANNING RECOMMENDATIONS
1. Recommend removing this segment of public street and using private streets to access the inner loop. This will provide connectivity but traffic calm and limit cut-through traffic. The reduced amount of overall roadway cuts down on long-term fiscal liability and also provides more green space for homes to front onto.

DRC GENERAL COMMENTS:
2. The concept plan shall not constitute a development permit. (Does not vest).
3. I strongly recommend you avoid the use of private roads less than 28' of drivable surface.

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.

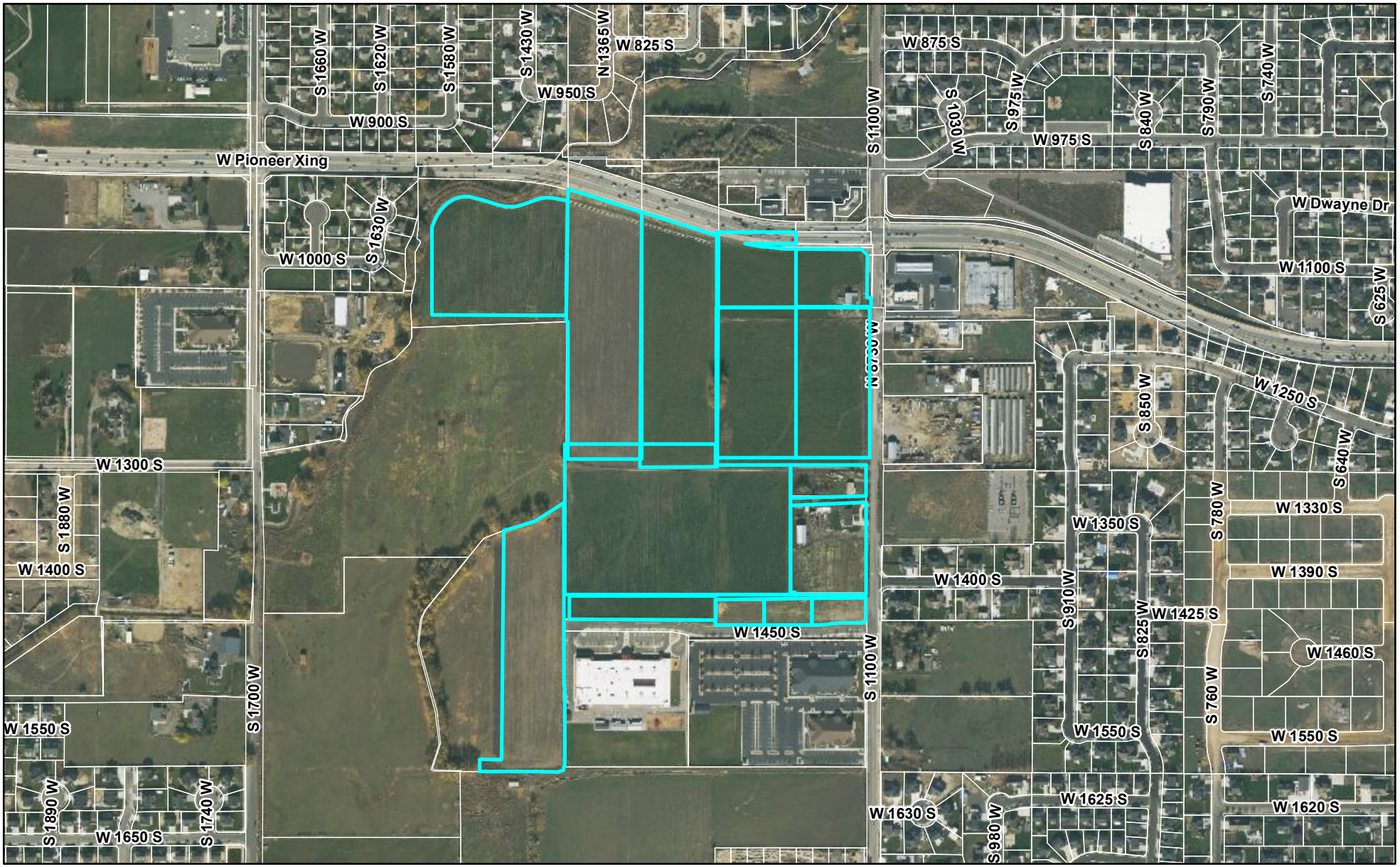
4. A power circuit study is required.
5. Where there is no park strip for water meters, blow-offs, hydrants; a 15’ PUE is required.
6. A line extension and loop feed is required.
7. 10" PI Main, 8" Culinary main. 10" sewer main. No storm drain outfall.
8. 15" Sewer main.
9. 12" Pi main, 8" culinary main ends at south property line of Maverick.
10. 8" culinary main,12" Pi main ends at property line.
11. 36" RCP is missing in ditch line in this lot.
12. No sewer or storm Drain outfall.
13. A soil report will be required if this moves past concept.
14. If this moves past concept, we will require a traffic impact study.
15. Landscaping and irrigation plans will be required.
16. Existing development agreement for Stan Lewis property shall remain in place and not be superseded by this zone change and concept plan
17. Development will need to meet detention and retention standards.
18. Road size and type may need to change to accommodate needed utilities.

THIS ITEM WILL BE SCHEDULED FOR PLANNING COMMISSION ON JULY 13, 2023.

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

Dry Creek Village Concept

Aerial

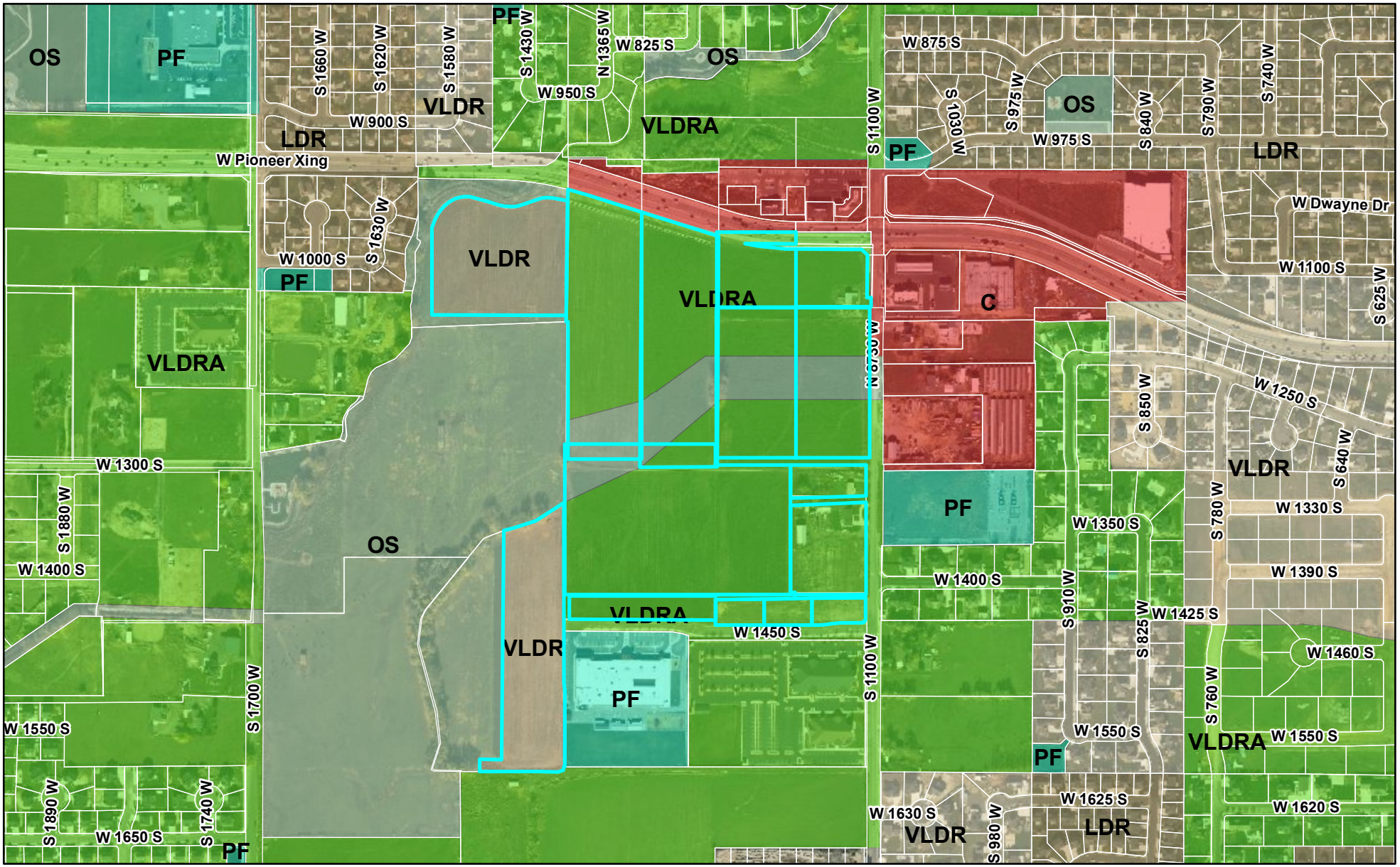


0 720 1,440 Feet

LEHI CITY

Dry Creek Village Concept

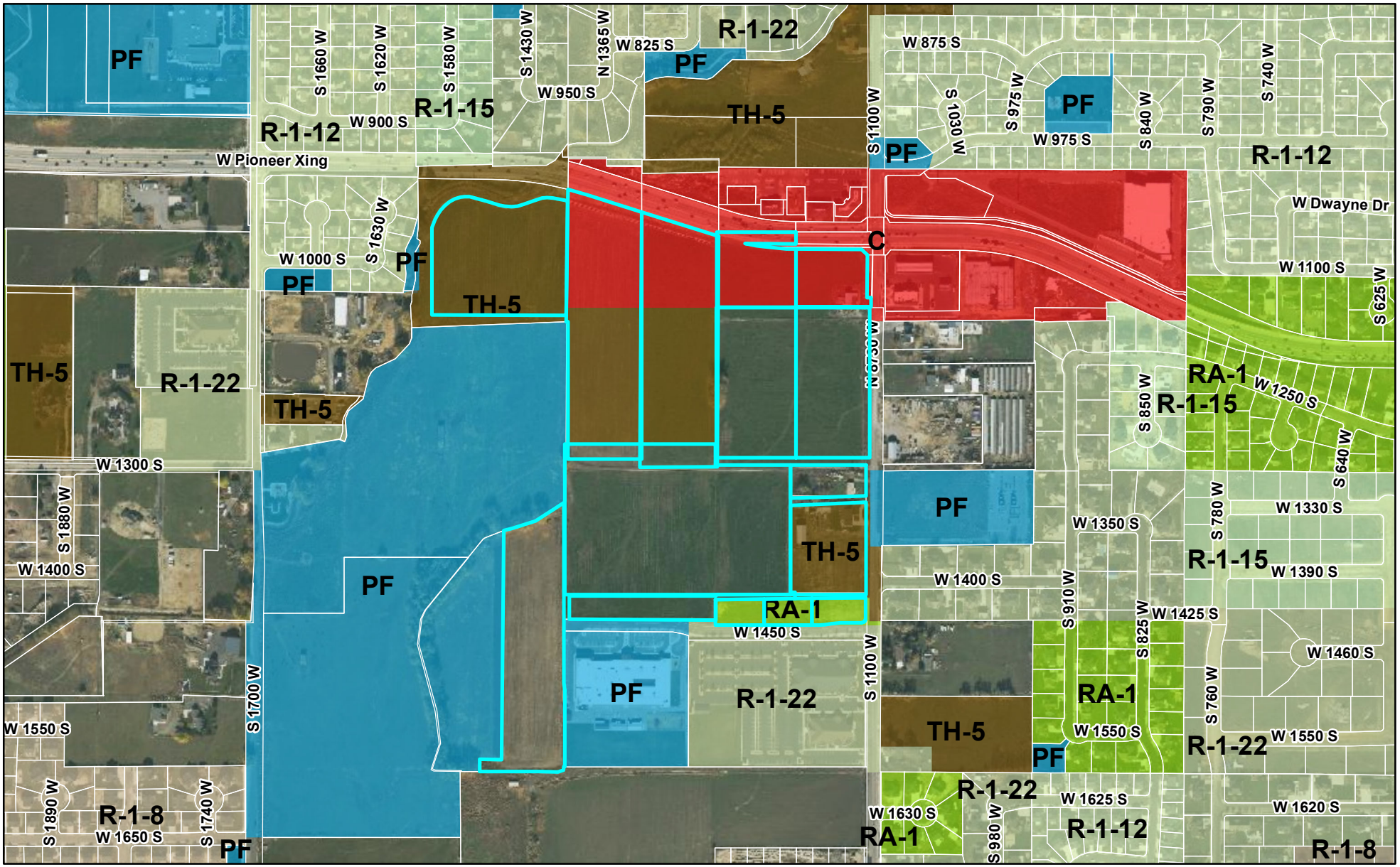
General Plan



LEHI CITY

Dry Creek Village Concept

Zoning



LEHI CITY



SITE AMENITIES

1. PLAY SPACE
2. SHADED PICNIC TABLES & FIRE PIT
3. OPEN LAWN AREAS
4. COMMUNITY TRAIL (10' ASPHALT TRAIL)
5. TRAFFIC CALMING MEASURE

WATER WISE LANDSCAPES THROUGHOUT

DWELLING UNIT TABULATION

SINGLE FAMILY HOMES
43 (LOTS 1-43)

LOTS 22-30 OWNED BY ALPINE SCHOOL DISTRICT
MAY BE FRONT LOADED

LOTS 1-21 AND 31-43 ALLEY LOADED SINGLE FAMILY HOMES

MULTI-FAMILY UNITS
108 TOWNHOMES (LOTS 44-151)
ALL ALLEY LOADED

1 INCH
0' 25' 50' 100'
scale 1"=50' on 22x34 sheet
scale 1"=100' on 11x17 sheet

DRY CREEK VILLAGE | Conceptual Site Plan for Phase 1 - Flagship
City Review July 6th, 2023

COMMUNITY FEATURES/AMENITIES

FRONT PORCHES

COMMUNITY GATHERING SPACES

PLAY SPACE

SHADED PICNIC TABLES & FIRE PIT

OPEN LAWN AREAS

COMMUNITY TRAIL NETWORK

TRAFFIC CALMING MEASURES - TRAIL CROSSINGS

WATER WISE LANDSCAPES

TREE LINED STREETS

COHESIVE FENCING STANDARDS

































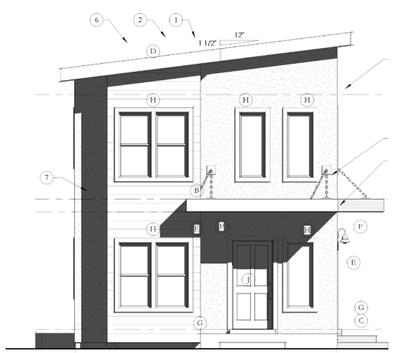


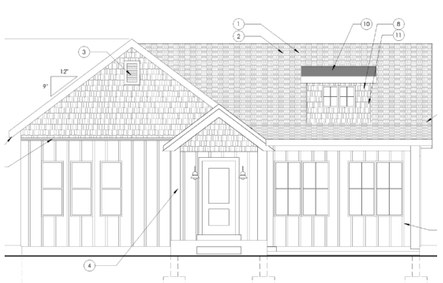


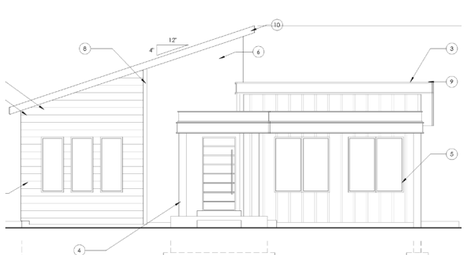












DRY CREEK VILLAGE | Conceptual Site Plan for Phase 1 - Flagship
City Review July 6th, 2023

***PRELIMINARY FRONT ELEVATIONS OF ALLEY LOADED SINGLE FAMILY**

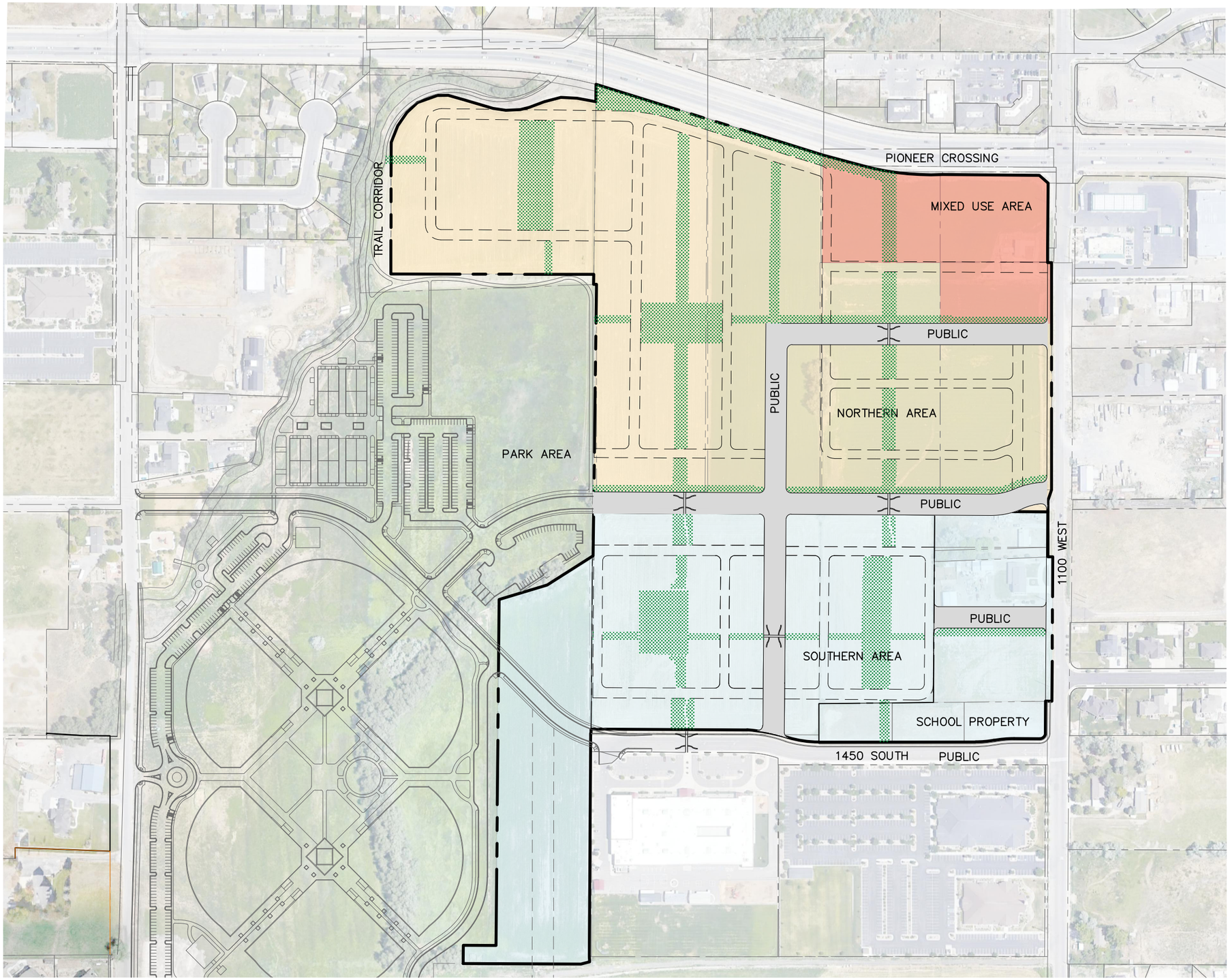


PROPOSED 6-PLEX ALLEY LOADED TOWNHOME



PROPOSED 4-PLEX ALLEY LOADED TOWNHOME

DRY CREEK VILLAGE | Conceptual Site Plan for Phase 1 - Flagship
City Review April 25th, 2023



LEGEND

- MIXED USE AREA (5.3 ACRES)
- NORTHERN AREA (33.6 ACRES)
- SOUTHERN AREA (28.1 ACRES)
- ROADWAY CORRIDORS
- TRAIL CORRIDORS
- POTENTIAL INTERIOR ROADWAYS
- OVERALL BOUNDARY

LAND USE

OVERALL AREA =	67.0 ACRES
MIXED USE AREA =	5.3 ACRES
NORTHERN AREA =	33.6 ACRES
SOUTHERN AREA =	28.1 ACRES
OVERALL DENSITY =	500 UNITS
BREAKDOWN:	
MIXED USE	40 UNITS
NORTHERN AREA	250 UNITS
SOUTHERN AREA	210 UNITS

0 150 300 450

(24"x36")
SCALE: 1" = 150'
(11"x17")
SCALE: 1" = 300'

REVISIONS					
NO.	DATE	DESCRIPTION	BY		
1				DESIGNED BY:	TGT
2				DRAWN BY:	TT
3				CHECK BY:	TGT
4				DATE:	2/10/23
				COGO FILE:	

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TRANE ENGINEERING, P.C.
CONSULTING ENGINEERS AND LAND SURVEYORS
27 EAST MAIN LEHI, UTAH 84043 (801) 768-4544

LEHI, UTAH

PIONEER VILLAGE MIXED USE OVERLAY
A MIXED USE DEVELOPMENT

LAND USE

JOB LMUFLAG

SHEET NO. 1



LAND USE

BCP DEVELOPMENT AREA =	14.2 ACRES
SCHOOL DISTRICT AREA =	1.7 ACRES
BREAKDOWN OF UNITS:	
SINGLE FAMILY	42 UNITS
TOWNHOME UNIT	108 UNITS
TOTAL	150 UNITS

0 100 200 300

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

REVISIONS					
NO.	DATE	DESCRIPTION	BY		
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TRANE ENGINEERING, P.C.
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27 EAST MAIN LEHI, UTAH 84043 (801) 768-4544

LEHI, UTAH

PIONEER VILLAGE MIXED USE OVERLAY
A MIXED USE DEVELOPMENT

CONCEPT

JOB
LMUFLAG

SHEET NO.
1

Agenda Item No: 9.8

City Council Agenda Item Report

Meeting Date: August 8, 2023
Submitted By: Jacob Curtis
Submitting Department: Planning Division
Item Type: Ordinance
Agenda Section: Regular Agenda

Subject:
Consideration of Ordinance #44-2023 an Area Plan Amendment to the Thanksgiving Point Area Plan.

Suggested Action:

Attachments:

CC Staff Report Thanksgiving Point Area Plan Amendment 08.08.23.docx

Thanksgiving Station Area Plan DRC 06.28.23.docx

Ord 44-2023.docx

Aerial Thanksgiving Point.pdf

General Plan Thanksgiving Point.pdf

Zoning Thanksgiving Point.pdf

Thanksgiving Point Area Plan Amendment 06.28.23 Final.pdf

THANKSGIVING POINT AREA PLAN AMENDMENT

CITY COUNCIL REPORT

Applicant	Stack Development
Meeting Date	August 8, 2023
Requested Action/Purpose	Approval of a proposed area plan
Date of DRC Review	June 28, 2023
Date of Planning Commission Review	July 13, 2023
Assigned Planner	Jacob Curtis

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.
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

December 26, 1995	A portion of this property was included in the Thanksgiving Point annexation.
February 28, 1996	A portion of this property was included in the H. Keith Bushman annexation.
March 19, 1998	A portion of this property was included in the Keith Bushman 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.

REPORT ANALYSIS

The applicant requests approval of a comprehensive amendment to the Thanksgiving Point Area Plan. The amendment is for the entire 800 acres of property but is primarily focused around the 77.8 acres of property near the Thanksgiving Point Frontrunner Station and property to the east of Triumph Boulevard. The Frontrunner Station property is shown on this plan, but the development of the property and uses will be determined by the UTA Station Area Plan.

The City Council approved a concept plan for this amendment on March 10, 2022. The approval of the concept plan determined the total number of new housing units to be dispersed throughout the project and capped that number at 2,000 units. Approval of the concept plan started the process of amending the full Thanksgiving Point Area Plan. The applicant worked with staff over the course of the last year and a half to prepare an updated area plan that will guide development in this area. Once approved, the area plan will precede the Development Code in regulating development in the area. However, if the area plan does not address an issue that the Development Code

will govern.

The proposed Area Plan includes sixteen sections:

- Land Use Map
- Resort Community Map & Residential Allocations
- Private & Public Street Designation Map
- Legal Descriptions
- Traffic Improvements & TOD Street Design
- Table of Bulk & Intensity Requirements (Non-TOD)
- Thanksgiving Station TOD Area Requirements
- Thanksgiving Station TOD Design Standards
- Power Gear Placement and Access
- Bike Facilities Map & Cost Allocations
- Water Dedication Conditions
- Chapter 28 Resort Community Zone
- Utilities
- Fiscal Analysis
- Table of Land Uses

Some of these sections will be discussed in more detail below.

Conceptual Site Plan/Land Use Map/Introduction

This section contains information about the purpose of the project and a clear description of the acreages of each land use anticipated at built-out. The land use plan shows areas designated as transit-oriented development, mixed-use, commercial, educational, business park, golf course/gardens/river, existing single family residential, railroad, and public right-of-way. A conceptual site plan is shown that will provide inspiration and guide the direction of the project.

The properties nearest the Frontrunner Station (labeled as the Future TOD on the plans) are proposed to be a mixed-use development. This area includes residential, office, retail, and a potential grocer. Open space will be provided within the development to create a gathering point and a connection to other Thanksgiving Point amenities such as Farm Country and Electric Park. The southern properties are proposed to be a combination of mixed-use residential, commercial, and business park developments.

Resort Community Map & Residential Allocations

This map outlines the number of allowed new dwelling units with an overall cap at 2,000. It shows the locations and allotments for each area. This map also includes information about development triggers, resort and non-resort use percentages, and the UTA parcel. It does not specify a number of units per acre for the buildings. The development triggers and traffic improvement information is more specifically called out in the Traffic Improvements & TOD Street Design section.

Bike Facilities Map & Cost Allocations

The overall development proposes to add shared use paths or protected bike facilities along Triumph Boulevard, Ashton Boulevard, and Executive Parkway. These enhanced facilities will allow for increased alternative forms of transportation in the area. The map shows a general layout of the paths within this development. The Construction Cost Responsibility Map clarifies who will pay for each improvement to the active transportation network.

Table of Land Uses
The applicant provided a Table of Uses that covers the residential and nonresidential zones, which are broken out into several categories for zones. Uses that are less appropriate for walkable and bikeable areas were removed from the Thanksgiving Station TOD and Mixed-Use zones.

TOD Design Standards/TOD Area Requirements
These sections include site design and architectural requirements such as what is found in Chapter 38 of the Development Code relating to TODs. These standards are proposed to ensure a more human-scale built environment as should be the case for a TOD, but with some flexibility on specific architectural features to allow for design creativity.

Power Gear Placement and Access/Utilities
These sections review the requirements for power, water, and sewer. The applicant worked with the Power Department and Public Works to make sure utilities will work throughout the site.

Fiscals
The fiscal section outlines the reimbursable public improvements that the developer will build and dedicate to the City. The impact fees generated by this project will cover these public improvements. This section outlines the cost for power, roadways, sewer, storm water, culinary, pressurized irrigation, and parks and trails.

DRC Comments
The DRC reviewed the proposed Area Plan and had four redline comments, including the following:

1. Please be more specific on what "tree requirement" you are asking for a variance on (i.e. number of trees? size of trees? types of trees?). If number of trees (code is 1 per dwelling unit), are you asking to be completely exempt or to have a reduction in the required number of trees.
2. Just keep the note at the bottom and remove the word hypothetical. (Conceptual)

Special Consideration Items
The Planning Commission may want to consider the $3,830,820 identified in the Parks and Trails/Active Transportation impact fee analysis page to determine if that number should be separated into separate funds for parks and trails versus bike and pedestrian improvements or if it should contribute to the general pot of impact fees that can be used anywhere in the city, including the ability to draw and use them in Thanksgiving Point though with no set guaranteed amount.

The Planning Commission should also consider the proposed tree per unit requirement exception request and if a being completely exempt or a reduction in the number of trees has appropriate justification from the developer.

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 area plan does/does not meet the requirements of the Lehi City Development Code in regards to area plan approval.
3. The proposed concept meets/does not meet TOD requirements found in Chapter 38 of the Lehi City Development Code.
4. The proposed application does not affect the health, safety, welfare, and morals of the City.
5. Other findings as determined by the public hearing.

PLANNING COMMISSION RECOMMENDATION

The Planning Commission reviewed the proposed area plan on July 13, 2023. The minutes and motion from this meeting are as follows:

3.5) Public hearing and recommendation of Stack and Gardner Company's request for review of an amendment to the Thanksgiving Point Area Plan.

Commissioner Everett expressed confusion about the plan analysis and its impact on the property on the east side, excluding the front runner station. He inquired if the changes proposed could still affect the front runner station. Staff clarified that the station already had its own area plan approved, and although the UTA parcel had a separate plan, Commissioners raised concerns about limiting parking for residents outside Thanksgiving Point, affecting front runner usage, and the potential impact on mass transit. They also discussed the reduction of trees and questioned the applicant's exemption. Staff then noted that the concerns about parking standards and trails were thoroughly reviewed during multiple DRC meetings and acknowledged the need to ensure proper use of park impact fees for trails within Thanksgiving Point.

Applicant Ryan Thomas from Stack Real Estate expressed excitement to present the plan, mentioning previous work sessions and concept plans. Not much had changed since the last meeting in December. Over the past seven months, they worked with staff and consultants to address utility calculations, minor traffic improvements, and fiscal analysis for impact fees. The plan had undergone revisions over five years to address city feedback and create a world-class development for the Thanksgiving Point area. Mr. Thomas welcomed questions and assured that there were no major surprises or changes in the plan.

Chairperson Newall opened public hearing.

Granger Peck- a resident of Thanksgiving Village on the golf course, shared his views on the development proposal in the past tense. As a retired sociologist and philosopher, he thoroughly examined the issue. He referred to Thanksgiving Point's original vision of being a blessing to the community and creating a family-friendly atmosphere. Granger expressed concerns that the proposed high-density development and rental properties were not in line with the preferences of Westerners and Utahns. He emphasized the desire for low-density living and personal transportation options. In his opinion, the project did not align with the community's quality of living standards.

Floyd Clark- expressed his concerns about the potential risks associated with the development proposal in the past tense. He referred to a past incident in 2007 where a developer went bankrupt, leaving a sinkhole in the city of Holiday. Floyd questioned the protections in place if a developer were to face financial issues or if there were a downturn in the market. He emphasized the need for safeguards, such as bonds or commitments from developers and residents, to protect the city of Lehi from potential losses if the project does not proceed as planned. Floyd hoped that the commission would take these considerations into account.

Jody Horner- shared her worries about the potential for the project's principles to step away after it starts, leading to potential issues with maintaining the beauty of the development. Jody emphasized the need to preserve and protect the resort community zoning and questioned the extension of Clubhouse Drive, suggesting it should continue all the way west to Redwood Road. She also raised concerns about water usage and the impact of traffic on 2150. Jody urged for careful consideration and solutions to address these issues before proceeding further with the project.

Enoch- an office owner in Lehi for several years, expressed his concern about the oversight and limitations in city planning across the state. He highlighted the importance of following constitutional limitations when creating special districts, such as public infrastructure districts, to ensure that they are governed by the city's authority and not delegated to third parties. Enoch emphasized the need to avoid mixing private interests with public ones, as it violates the state constitution. He urged the commissioners to consider these constitutional limitations when making decisions about the area's development.

Brett Summers- a resident of the cranberry farms neighborhood, expressed his concern about the severe traffic congestion at the intersection of 2150 and Triumph. He mentioned a proposition to add an additional outlet within the cranberry farms neighborhood leading to 2100, but Brad believed that this solution would not effectively fix the traffic issue. He stated that most of the traffic in their neighborhood goes either straight or east/south, not west, and adding another road would worsen the situation. Brad urged the commission to consider alternative solutions that would address the traffic problem without negatively impacting the cranberry farms neighborhood.

Diane Tufts- a long-standing resident of Utah, spoke about starting a political movement in Utah to transform the state into the first car-independent state in the nation. She advocated for mixed housing and pedestrian-prioritized cities to reduce traffic and improve the functionality of cities. Ms. Tufts pointed out the negative effects of car-

centric infrastructure, such as isolation, high housing costs, and limited autonomy for children. She emphasized the need for high-density housing and well-designed cities that prioritize walkability, bike ability, and convenient public transportation. Ms. Tufts highlighted that many European cities have successfully implemented such urban planning. She urged for better-designed cities to accommodate the influx of people and provide a safer, more functional, and affordable living environment for Utah families.

Christy Hencha- the Utah County Republican Party chair, expressed her appreciation for driving and the benefits of living in a spacious environment in the West. She raised concerns about high-density development and the creation of special districts, particularly related to a proposed Tod development. Christie urged the commission to take their time and thoroughly consider the implications of such development, expressing worries about losing jurisdiction and potential smart city characteristics. She advised the commission to understand the legal difference between local and special districts and recommended seeking a different lobbyist for protecting the city's interests. Christie emphasized the importance of controlling the planning and zoning process and encouraged the commission to fight for it. She cited the impact of well-designed cities, using Park City as an example, and encouraged the commission to pause and reevaluate the proposed development in light of legislative considerations.

Rachel Asbury- the president of the Thanksgiving Village HOA, expressed frustration and disappointment with the lack of accountability for developers in adhering to the area plan over the past decade. She highlighted the existing traffic challenges in the area and voiced concern about adding more density without addressing these issues first. Rachel criticized the current proposal, stating that it cherry-picks aspects of the area plan that suit the developer's pursuit of higher density. She called for an honest and comprehensive discussion about improving infrastructure and mitigating traffic problems before considering additional density. Rachel questioned the plausibility of hypothetical residents forgoing cars and urged the commission to prioritize the interests of current residents and address their concerns.

Sheila Van Orden- a resident of Thanksgiving Village, expressed concern about the proposed high-density housing and its affordability for young people. She questioned the plan's potential expansion with additional TLDs and the impact on traffic in the area. She emphasized the need for better infrastructure planning to accommodate the increasing population and ensure that recreational places like the Museum of Natural Curiosity remain accessible and enjoyable for residents and visitors alike. She questioned the feasibility of relying solely on public transportation, especially during harsh weather conditions like winter. Sheila urged the commission to consider the lack of infrastructure planning and suggested that a comprehensive approach is necessary before proceeding with further development.

Collette Pearson- a realtor and resident of Thanksgiving Village, expressed her opposition to the proposed high-density housing development. She mentioned that there are plenty of areas available for construction without cramming them near the tracks and Front Runner lines. Ms. Pearson highlighted her disappointment with a previous bait-and-switch regarding the location of the FrontRunner hub, which impacted her neighborhood. She emphasized that the proposed development, consisting of apartments rather than homes, would lead to overcrowding and difficulty accessing the neighborhoods. Ms. Pearson also raised concerns about crime rates in urban areas and the potential negative impact on the community's safety. She argued that the proposed development is primarily driven by financial motives, and it would result in an increase in sales taxes that would benefit UDOT for up to 45 years, while leaving residents burdened with the consequences.

Carolyn Morris – Is concerned about the amount of cars and traffic and that we need to fix what is going on before we allow additional growth. Feels like TOD's are important, but this isn't the right place.

Dayna Dashrup – feels that there are many constitutional laws being broken.

Spencer Tuft- He feels that having a walkable area isn't feasible because you will have to travel somewhere else and you can have many jobs, but you don't always move when you find a new job so that is why the walkability isn't as feasible.

Michelle Stallings- expressed her concerns about the triggers for the proposed development, particularly the extension of Clubhouse Drive, which she believes will have a negative impact on the community and is not needed at the current stage of development. She also highlighted the lack of a retail trigger, which she believes is essential for creating a walkable community. Ms. Stallings raised concerns about the parking reduction and emphasized the need for

accessibility to the transit station to encourage public transit usage. She mentioned her disapproval of HDRC financing, which diverts property taxes away from the city and school district. Ms. Stallings urged the commission to take their time and thoroughly consider the development proposal, as it is a significant project that will have a profound impact on the area.

Mark Balliger - expressed his proposal for a high-rise Costco as part of the high-density plan. He mentioned the importance of having one tree per unit in the high-density area and urged the commission not to overlook this requirement. He emphasized the need for Lehi to have its own Central Park and highlighted the significance of preserving open spaces. He expressed concern about the complexity of the plan's rules and regulations and worried that overlooking certain aspects might lead to negative consequences in the future.

Larry Lacroix- from Thanksgiving Village raised three points: past, present, and future. He reflected on the technological changes he witnessed, mentioning the evolution of TV systems and the importance of cars for personal freedom. Moving on to the present, he expressed his dissatisfaction with the Planning Commission's decision to allow the construction of 350 multifamily units south of 2100 North, causing severe traffic congestion on 2100 South during rush hour. He urged the Planning Commission to prioritize infrastructure planning and road development before focusing on housing density to address traffic issues effectively.

Nancy- a resident with a background in International Relations, spoke about the importance of multigenerational families and the impact of urbanization on family dynamics. She highlighted the significance of extended family support for children's well-being and learning. Nancy expressed concerns about a perceived global agenda related to urban sprawl and emphasized Lehi's role as a linchpin between valleys. She also mentioned COVID-related issues and the allocation of funds.

Chairperson Newall closed the public hearing.

Commissioner Bunker asked for clarification on what they were voting on tonight.

The Planning Commission and staff discussed different topics and questions for this project.
During the discussion, various topics were addressed, including concerns about traffic, water availability, affordable housing, tree density, and the impact of the development on the Front Runner station. The applicant emphasized the need for alternative housing options, while some commissioners expressed concerns about the overall planning and potential traffic impacts.

The meeting concluded with a reminder that the Planning Commission is a recommendation body, and that the final decision lies with the City Council.

Commissioner Bunker made a motion to recommend approval. emphasize move forward with one tree per unit as original planned and expected. That made a requirement to connect trails and also in regards to parking strong recommendation for UTA that the building footprint is minimal so that we can utilize that space as well.

> **Motion:** Commissioner Bunker moved to recommend approval of **Stack and Gardner Company's request for review of an amendment to the Thanksgiving Point Area Plan.**; including all DRC comments and findings stated in the report; with the requirement that there is one tree per unit and stick to that as it was originally determined and expected. Also make note of DRC comments under general comments in regards to the trails. And encouraged that those are are not only taking into consideration but they made a requirementof the plan and included in there. Commissioner Eyre seconded.
>
> **Vote:** Commissioner Newall, yes; Commissioner Briton, yes; Commissioner Everett, no; Commissioner Bunker, yes; Commissioner Eyre, yes. The motion passed.

Thanksgiving Point Area Plan
DRC Redline Comments

Stack and Tony Trane – requests review of the comprehensive amendment to the Thanksgiving Point Area Plan.

DRC Members Present: Glade Kirkham, Garion Rowett, Ryan Allred, Matt Meier, Kim Struthers, Gary Smith, Ross Dinsdale, James Farnsworth, Luke Seegmiller
Assigned Planner: Jacob/Katie
Representatives of the Applicant Present: Dave, Ryan Thomas, Tony Trane
Date of Plans Reviewed: 6/20/23
Time Start: 3:59 pm
Time End: 4:18 pm

DRC REDLINE COMMENTS:
Glade – Power: No comments. (Note: the TGP "Farm Country" is taking an additional 250 kVA from the area capacity).
Garion – Fire: No comments
Ryan – Water/Sewer: No comments
James – Parks:
1. Please be more specific on what "tree requirement" you are asking for a variance on (i.e. number of trees? size of trees? types of trees?). If number of trees (code is 1 per dwelling unit), are you asking to be completely exempt or to have a reduction in the required number of trees.
2. Where is the appendix for Parks and Trails Projects?

Gary – Building/Inspections: No comments
Matt – Public Works: No comments
Ross – Engineering:
3. Re-designate this road - conflicts with Farm Country design.

Luke- Traffic: No comments
Kim – Planning:
4. Just keep the note at the bottom and remove the word hypothetical. (Conceptual)
5. Trails and active transportation are an integral part of making the Thanksgiving Point TOD function as a true TOD. If we don't commit the necessary resources to put a solid bike and pedestrian system in place, this will become just a typical high density project. The $3,830,820 identified in the Parks and Trails/Active Transportation impact fee analysis page is necessary to bring the master planned TOD components together, just like any of the other fiscal items that have been analyzed (water, sewer, power, etc.). The Thanksgiving Point Area Plan is unique in that there is not a public park proposed. Had there been a public park, parks and recreation impact fees would have been identified to cover the cost of those park improvements. In this case, trails, bike and pedestrian amenities have been identified that are necessary for the project to function, and funds should be dedicated to making sure those improvements can be done.

Recommendations
1. PDF pg 35 - Could the proximity distance be left open to the approval body of the shared parking agreement? The proximity could be different for varying uses.

THIS ITEM WILL BE SCHEDULED FOR PLANNING COMMISSION ON JULY 13, 2023

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

ORDINANCE NO: 44-2023

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 13, 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 August 8, 2023, 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 13, 2023, 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 Area Plan together with all the attached exhibits, maps and supporting documents designated as the "Thanksgiving Point Area Plan" dated August 8, 2023, 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 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 -2023 conflicts with a provision of a previously adopted ordinance concerning the same title, chapter, and/or section number amended herein, the provision in this Ordinance shall prevail.

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 8th day of August 2023.

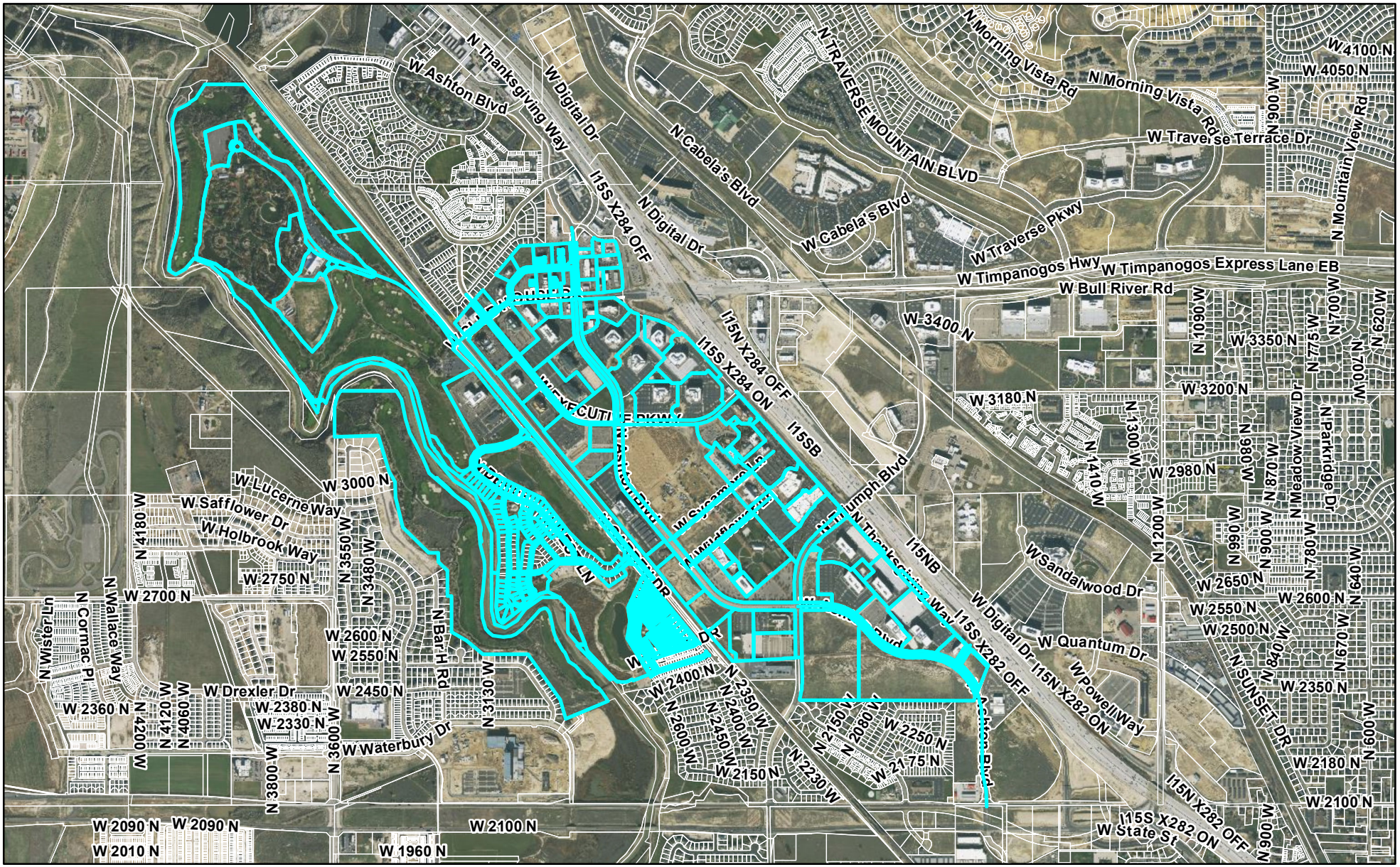
ATTEST

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Mark Johnson, Mayor Teisha Wilson, City Recorder

Thanksgiving Point Area Plan Amendment

Aerial

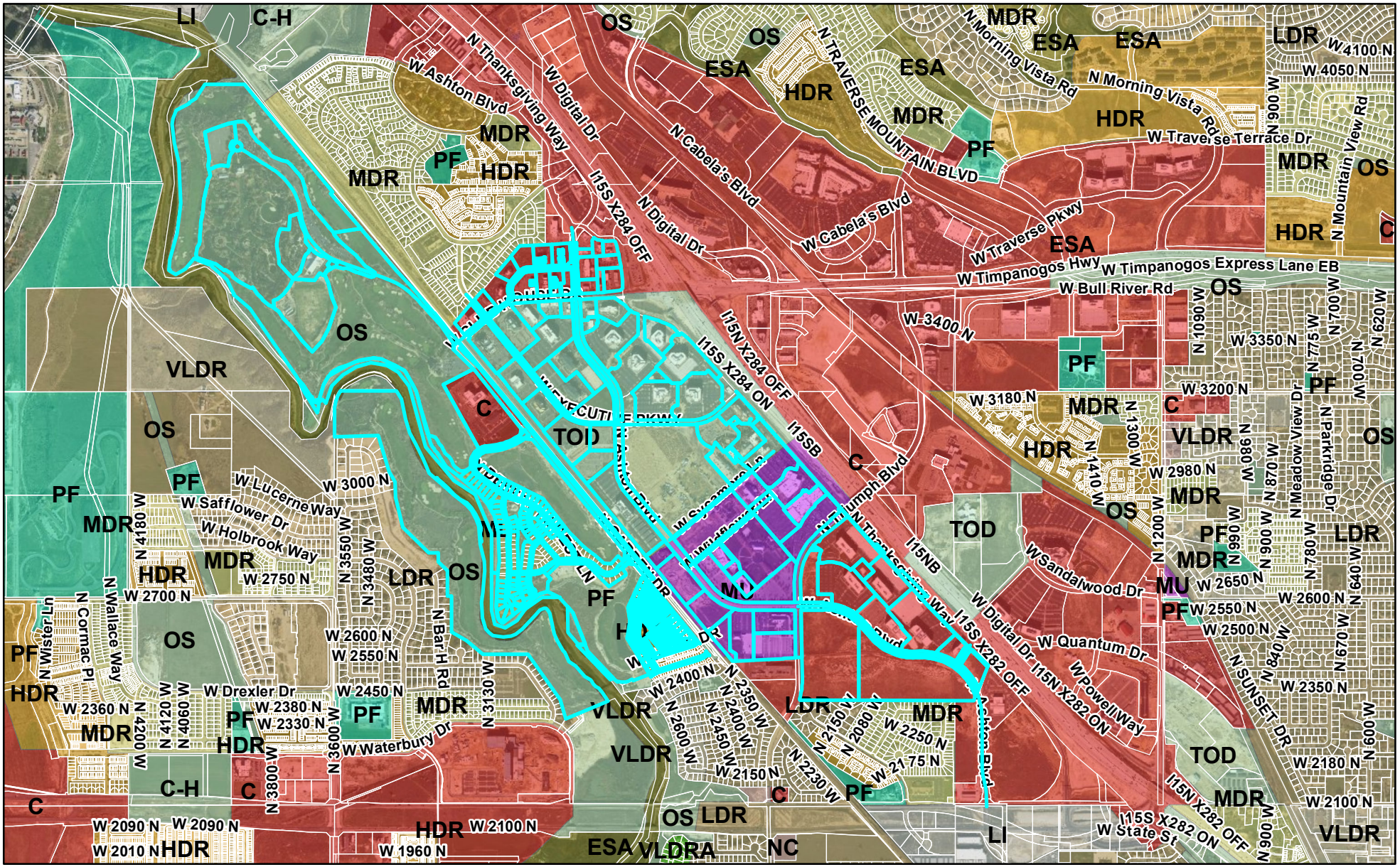


0 2,100 4,200 Feet

LEHI CITY

Thanksgiving Point Area Plan Amendment

General Plan

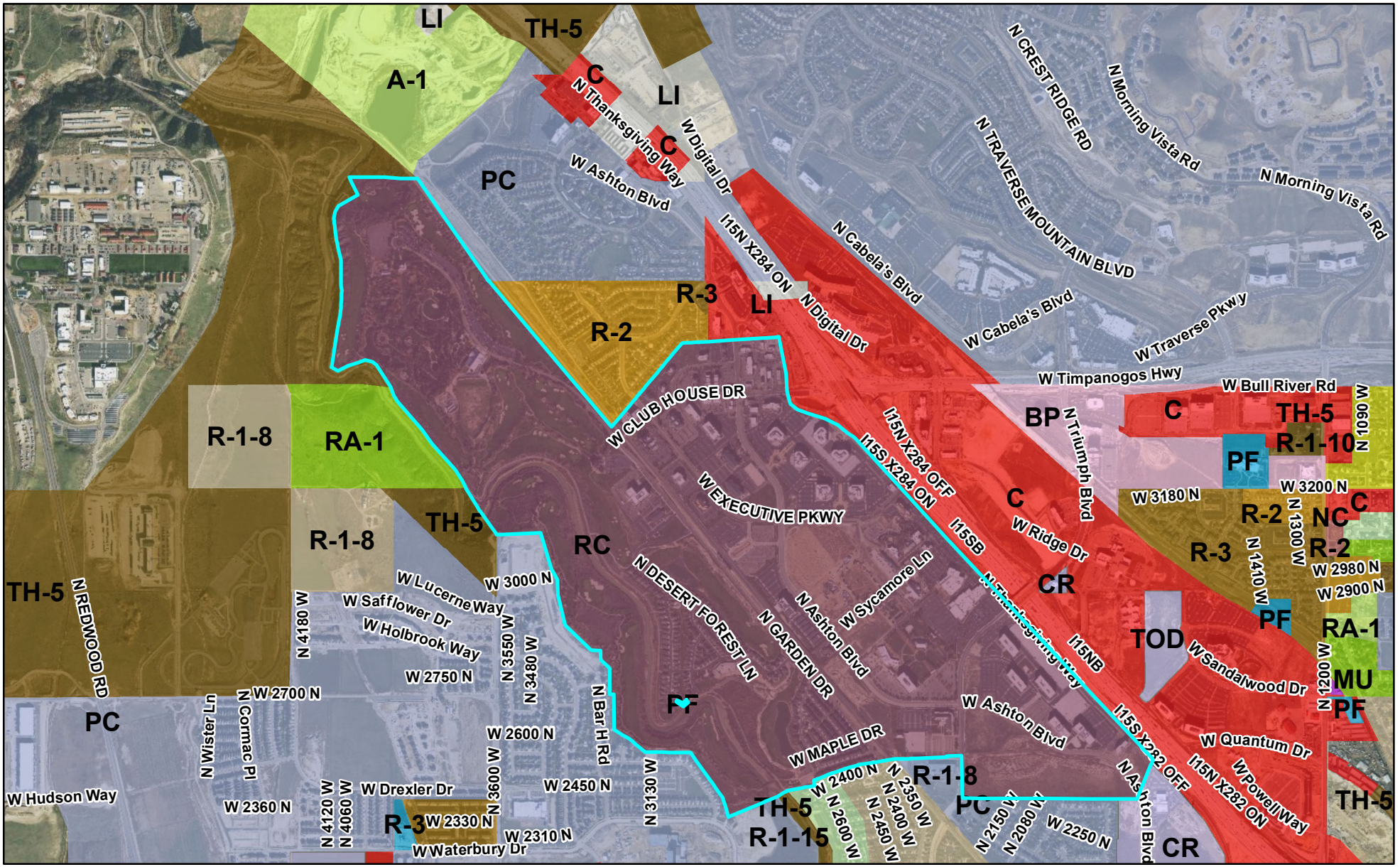


0 2,100 4,200 Feet

LEHI CITY

Thanksgiving Point Area Plan Amendment

Zoning



0 2,100 4,200 Feet

LEHI CITY



Thanksgiving Point Area Plan

June 20, 2023



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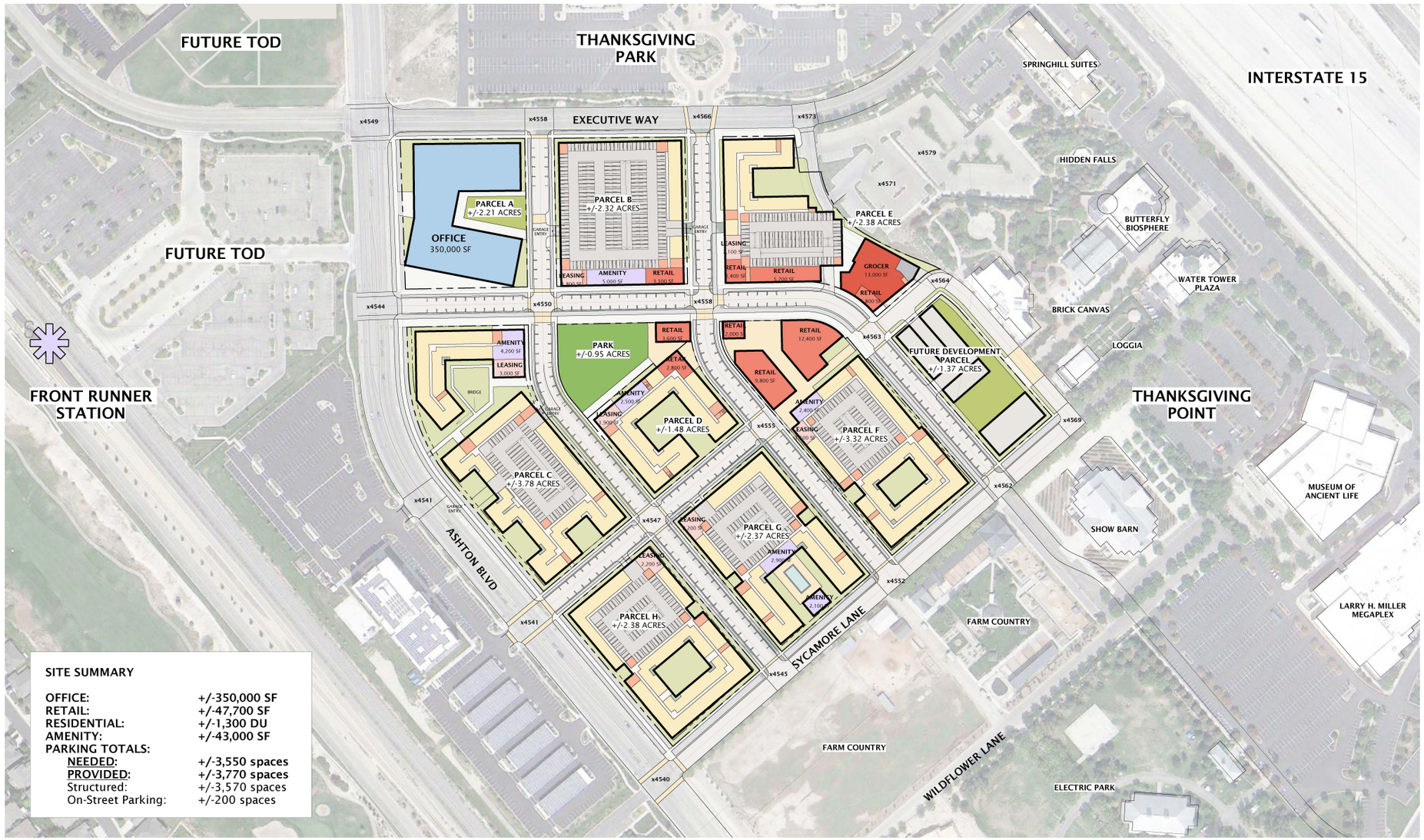
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Hypothetical Site Plan



SITE SUMMARY

OFFICE:	**+/-350,000 SF**
RETAIL:	**+/-47,700 SF**
RESIDENTIAL:	**+/-1,300 DU**
AMENITY:	**+/-43,000 SF**
PARKING TOTALS:	
NEEDED:	**+/-3,550 spaces**
PROVIDED:	**+/-3,770 spaces**
Structured:	+/-3,570 spaces
On-Street Parking:	+/-200 spaces

Final project may differ from site plan shown

Introduction

The Thanksgiving Point Area Plan is established to create a self-sustaining, walkable & bikable community, in which residents, employees, and visitors have multiple transportation options to access neighborhood amenities, employment, open space, and mass transit. The Thanksgiving Station area is located in Lehi, Utah and consists of approximately 800 acres which includes the following development types:

Development Type	Acres
Thanksgiving Station TOD	±51.5
Mixed-Use	±98.0
Commercial	±123.9
Educational	±46.3
Business Park	±24.8
Golf Course/Gardens/River	±340.3
Existing Single Family Residential	±51
Railroad (UTA)	±15.5
Public R.O.W.	±46.4
Total	**800.3**

Land Use Map



Note: Open Space will be provided as required by the Thanksgiving Point Area Plan

Thanksgiving Station Transit Oriented Development (TOD) is an approximately 51.5 acre neighborhood in Lehi, Utah. This neighborhood is an important gateway development linking the FrontRunner Station, Thanksgiving Park, and Thanksgiving Point. The FrontRunner Station provides access to commuter rail (Route 750), bus, and future transit corridors. Route 750 offers direct access to Provo and Ogden, Utah with a full UTA system providing access to such destinations as Downtown Salt Lake City, Salt Lake City International Airport, Brigham Young University (BYU), and University of Utah. Thanksgiving Park is an employment hub in North Utah County consisting of 850,000 square feet of Class A office space. Thanksgiving Point is a premier indoor and outdoor farm, garden, and museum complex with venues and programs designed to build curiosity about science and the natural world. Thanksgiving Point is a major destination not only for the region but for the whole state.

The Thanksgiving Station TOD's proximity to FrontRunner, future bus rapid transit (BRT) or light rail, Thanksgiving Point, and significant employment base presents an opportunity to create a unique and sustainable TOD neighborhood within Lehi. The Thanksgiving Station TOD Design Standards and Requirements collectively ensure the function, physical form, and overall character of development enhance the human experience, neighborhood identity, and are complementary to Thanksgiving Point.

The addition of both the Thanksgiving Station TOD and the 2,000 residential units further enhances the overall area plan by making it a true mixed-use development with live, work and entertainment options all of which are enhanced themselves by accessible transit.

This area plan should build upon the community's existing identity and serve as a mechanism for communicating that identity to others. The development should create a community focus at which people will be present at all times of the day, creating a stimulating and meaningful public environment. New development should create a sustainable neighborhood, in which residents and business owners make a long-term investment in the community.







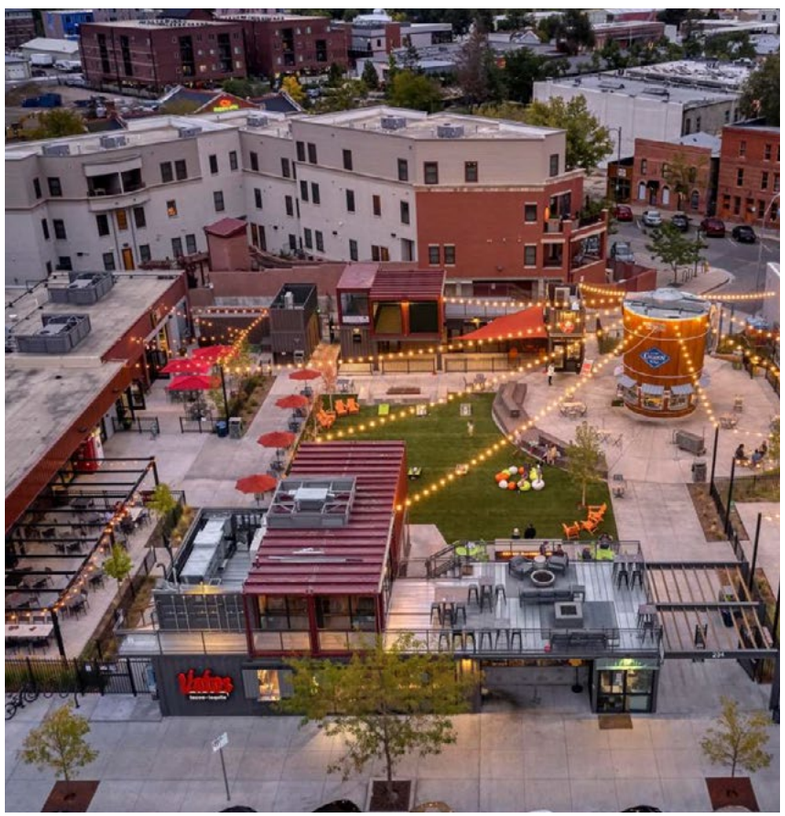
- Vibrant
- Walkable
- Bikeable
- Live, Work and Play



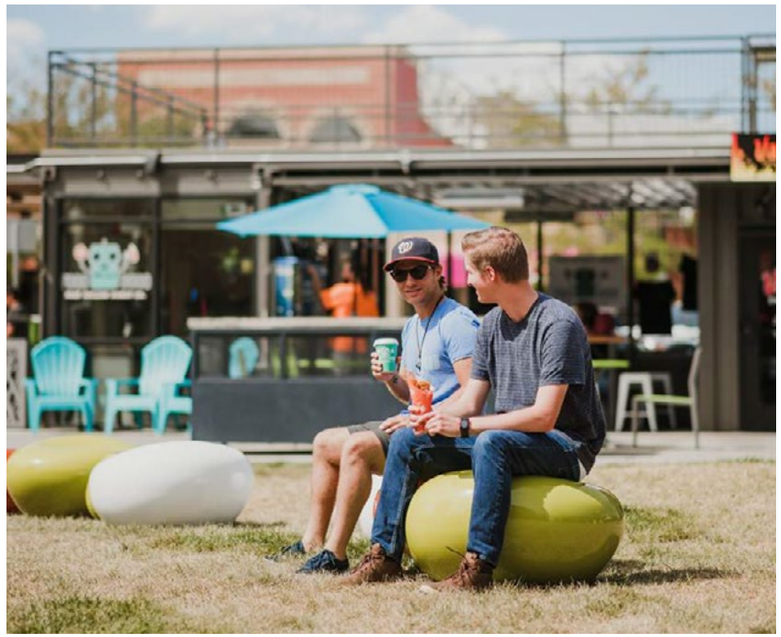
Rendering of Front Climbing Gym



Character of Place









Precedent imagery. Not renderings of actual project.

Character of Place











Precedent imagery. Not renderings of actual project.

Character of Multifamily











Precedent imagery. Not renderings of actual project.

Completion of 2100 North Freeway Interchange and Extension





Rendering View

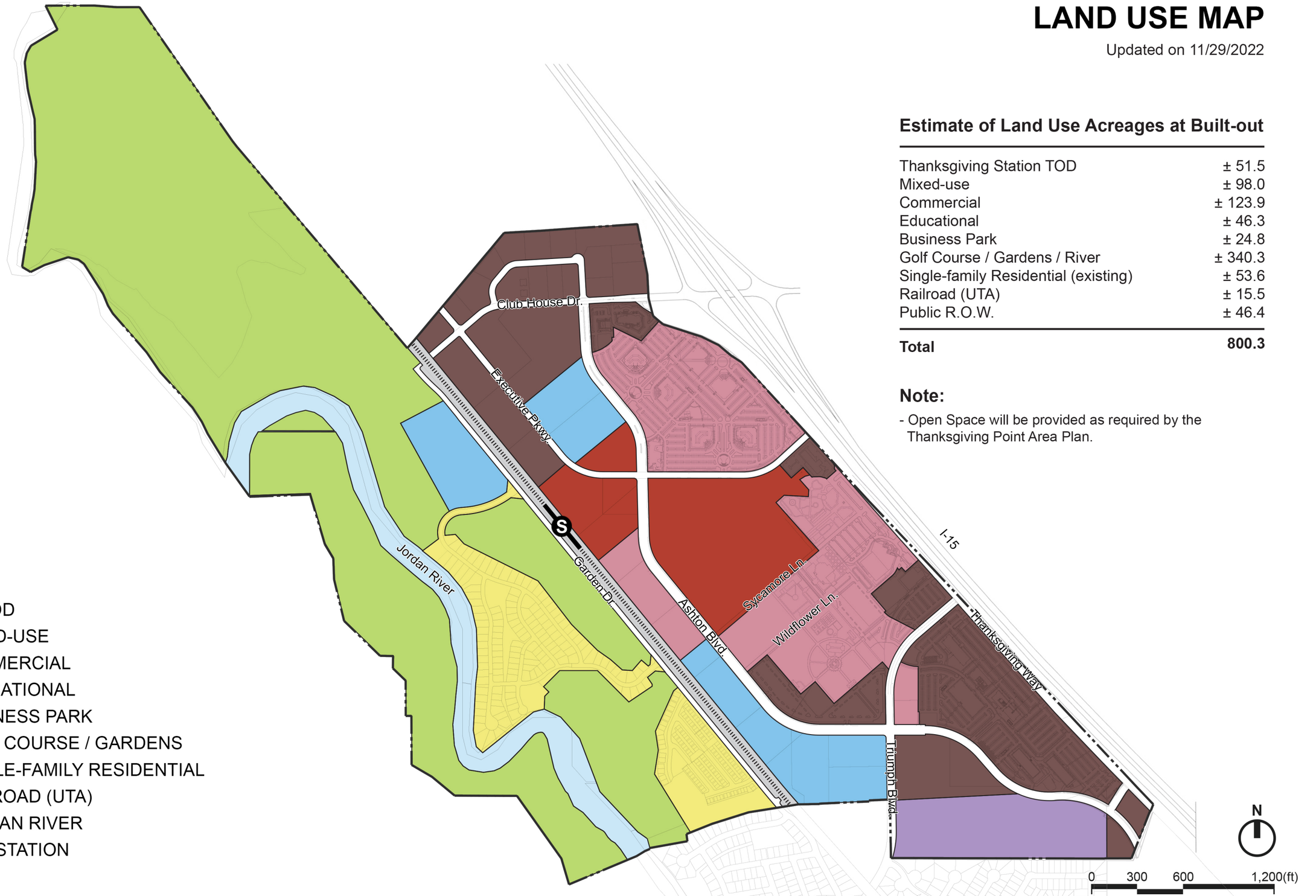


This Thanksgiving Point Area Plan made in partnership with Thanksgiving Point, STACK Real Estate, Gardner Group, UTA, and Lehi City.

Land Use Map

LAND USE MAP

Updated on 11/29/2022



Estimate of Land Use Acreages at Built-out

Thanksgiving Station TOD	± 51.5
Mixed-use	± 98.0
Commercial	± 123.9
Educational	± 46.3
Business Park	± 24.8
Golf Course / Gardens / River	± 340.3
Single-family Residential (existing)	± 53.6
Railroad (UTA)	± 15.5
Public R.O.W.	± 46.4
Total	**800.3**

Note:

- Open Space will be provided as required by the Thanksgiving Point Area Plan.

Resort Community Map and Residential Allocations

RESORT COMMUNITY ZONE ALLOCATIONS

Updated on 11/29/2022

New Multi-family Residential Locations

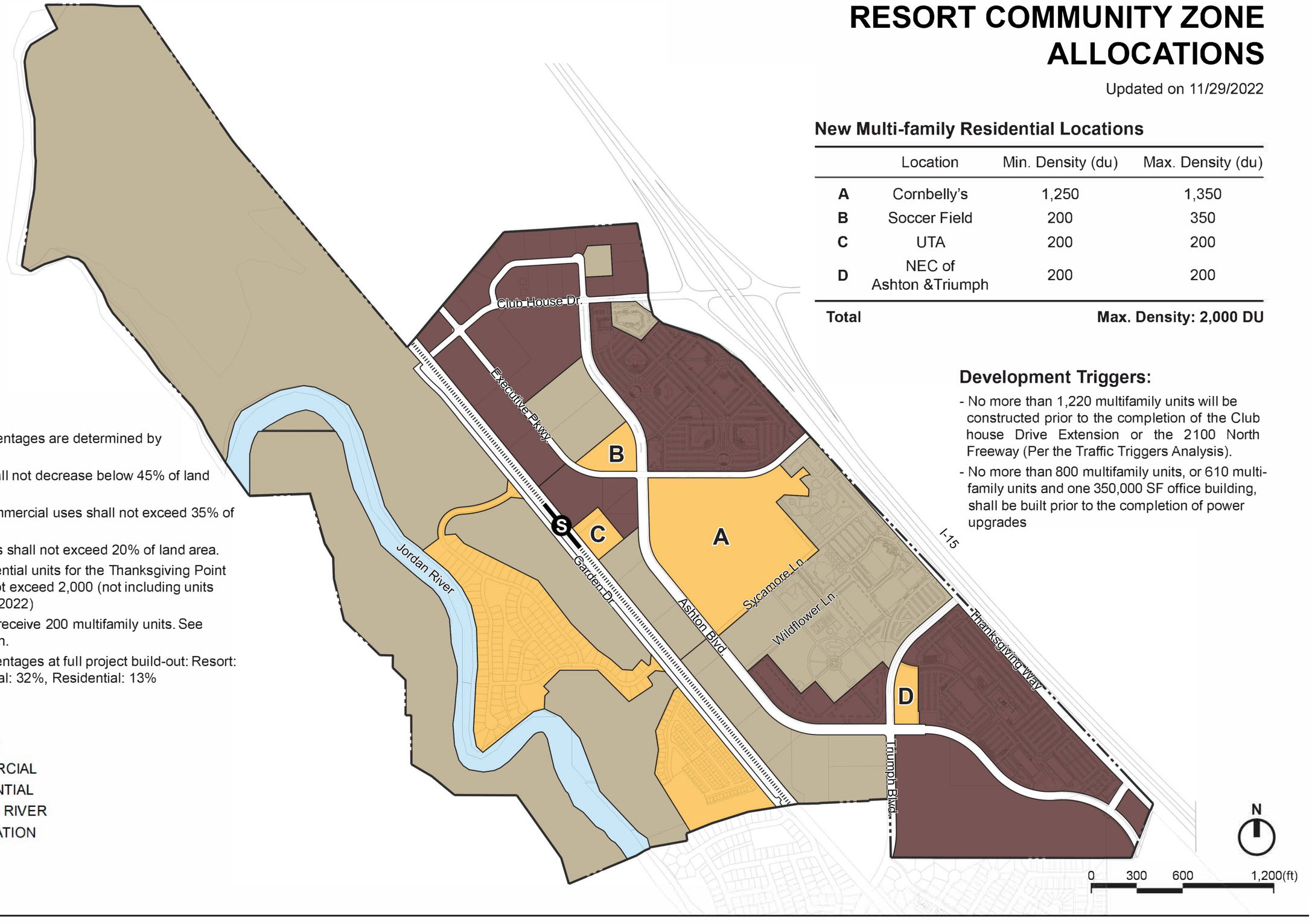
	Location	Min. Density (du)	Max. Density (du)
A	Cornbelly's	1,250	1,350
B	Soccer Field	200	350
C	UTA	200	200
D	NEC of Ashton &Triumph	200	200
Total			**Max. Density: 2,000 DU**

Development Triggers:

- No more than 1,220 multifamily units will be constructed prior to the completion of the Club house Drive Extension or the 2100 North Freeway (Per the Traffic Triggers Analysis).
- No more than 800 multifamily units, or 610 multi-family units and one 350,000 SF office building, shall be built prior to the completion of power upgrades

Note:

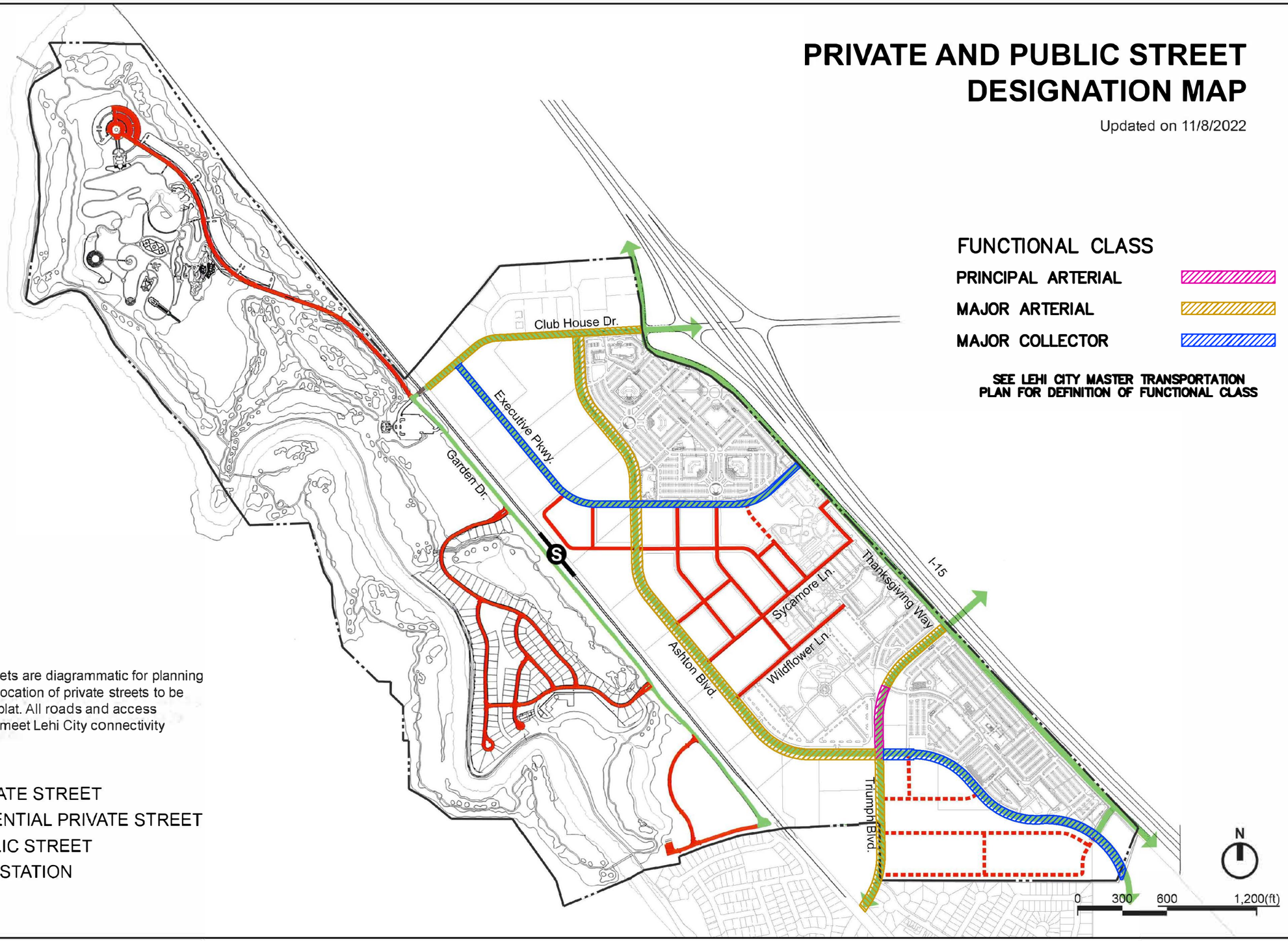
- Land uses percentages are determined by acreage.
- Resort uses shall not decrease below 45% of land area.
- Non-Resort Commercial uses shall not exceed 35% of land area.
- Residential uses shall not exceed 20% of land area.
- Total new residential units for the Thanksgiving Point Area Plan will not exceed 2,000 (not including units existing prior to 2022)
- UTA Parcel will receive 200 multifamily units. See Station Area Plan.
- Estimated Percentages at full project build-out: Resort: 55%, Commercial: 32%, Residential: 13%



Private and Public Street Designation Map

PRIVATE AND PUBLIC STREET DESIGNATION MAP

Updated on 11/8/2022



FUNCTIONAL CLASS

- PRINCIPAL ARTERIAL
- MAJOR ARTERIAL
- MAJOR COLLECTOR

SEE LEHI CITY MASTER TRANSPORTATION PLAN FOR DEFINITION OF FUNCTIONAL CLASS

Note:

- Location of streets are diagrammatic for planning purpose. Final location of private streets to be determined by plat. All roads and access locations shall meet Lehi City connectivity standards.

- PRIVATE STREET
- POTENTIAL PRIVATE STREET
- PUBLIC STREET
- S LEHI STATION

Legal Descriptions (undeveloped land)

THANKSGIVING POINT 2023 AREA PLAN UPDATE DESCRIPTIONS



TP LAND HOLDINGS LLC TAX ID: 53:333:0004

LOT 4, PLAT C, THANKSGIVING POINT BUSINESS PARK SUBDIVISIOIN.

TPARK TOD ONE LLC TAX ID: 53:485:0005

LOT 5, PLAT F, THANKSGIVING PARK SUBDIVISION.

WHISTLE STOP DEVELOPMENT CORP TAX ID: 53:573:0001

LOT 1, PLAT G, THANKSGIVING POINT AMENDED SUBDIVISION.

WHISTLE STOP DEVELOPMENT CORP TAX ID: 53:573:0016

LOT 16, PLAT G, THANKSGIVING POINT AMENDED SUBDIVISION.

UTAH COUNTY TAX ID: 53:573:0015

LOT 15, PLAT G, THANKSGIVING POINT AMENDED SUBDIVISION.

THANKSGIVING POINT DEVELOPMENT COMPANY LLC TAX ID: 53:573:0002

A portion of Lot 2, Plat G, Thanksgiving Point Amended Subdivision described as follows:

Beginning at the Southeasterly corner Lot 1 of said Subdivision, which is South 00°01'25" East 1242.93 feet along the section line and West 180.36 feet from the East Quarter corner of Section 36; thence North 41°44'04" West 530.39; thence North 48°19'51" East 100.58 feet; thence North 19°51'19" East 133.79 feet; thence South 41°14'04" East 165.86 feet; thence North 76°01'07" East 15.03 feet; South 41°44'30" East 199.50 feet; thence North 48°15'31" East 45.67 feet; thence South 53°05'44" East 233.57 feet to the North corner Lot 4 of said subdivision; thence South 49°35'06" West 321.90 feet along said Lot 4 to the point of beginning.

UTAH TRANSIT AUTHORITY SPECIAL WARRANTY DEED ENTRY NO. 102490:2007 TAX ID: 53:264:0021

SURVEYED BOUNDARY:

A parcel of land located in the Southeast Quarter of Section 36, Township 4 South, Range 1 West, Salt Lake Base and Meridian, Including all of Lot 4, Lot 5 and a portion of Lot 6, Thanksgiving Point Business Park Plat "A" Amended, as recorded in the Office of the Utah County Recorder, more particularly described as follows:

Beginning at the common corner of said Lot 4 and Lot 3 of said plat, which is 299.22 feet South 00°01'17" East along the section line and 2370.75 feet North 89°58'00" West from the East Quarter corner of said Section 36 (the basis of bearing is South 00°01'17" East 2638.95 feet measured between the Utah County Survey monuments found marking the East Quarter corner and Southeast corner of said Section 36); and running thence Easterly 380.42 feet along the arc of a 530.00 foot radius curve to the left, through a central angle of 41°07'32" (chord bears South 69°24'14" East 372.31 feet) to a tangent line: thence South 89°58'00" East 285.00 feet to a point o curvature with a 32.00 foot radius curve to the right; thence Southeasterly 49.43 feet along the arc of said curve through a central angle of 88°30'01" (chord bears South 45°42'59" East 44.66 feet) to a tangent line; thence South 01°27'59" East 427.15 feet; thence South 50°41'45" West 479.97 feet; thence North 39°18'15" West 877.39 feet; thence North 49°27'46" East 329.95 feet to the point of beginning.

THANKSGIVING PARK FIVE LLC TAX ID: 12:028:0069

Commencing at a point South 00°14'20" East 178.34 feet along the Section line and East 689.01 feet from the Northwest Corner of Section 6, Township 5 South, Range 1 East, Salt Lake Base and Meridian; thence along the right-of-way line of Ashton Blvd. the next three courses: East 285.83 feet; thence North 00°00'03" West 11.0 feet; thence 540.88 feet along the arc of a non-tangent 635 foot radius curve to the right (chord bears: South 65°35'55" East 524.68 feet); thence South 41°11'49" East 211.15 feet; thence 658.90 feet along the arc of 715 foot radius curve to the left (chord bears: South 67°35'49" East 635.83 feet); thence 973.52 feet along the arc of 735 foot radius curve to the right (chord bears: South 56°03'08" East 903.90 feet); thence 22.83 feet along the arc of 960 foot radius curve to the right (chord bears: South 17°24'17" East 22.83 feet) to Meadow Pointe Plat "B" Subdivision; thence along said Subdivision the following four courses 1) North 89°59'08" West 13.21 feet; 2) South 21°58'38" West 30.23 feet; 3) North 89°59'08" West 249.58 feet; 4) South 00°05'17" East 0.52 feet; thence North 89°44'51" West 1987.26 feet along the following Subdivisions Pointe Meadows Phase IX, Pointe Meadows Phase VIII, Pointe Meadows Phase III and Pointe Meadows Phase II; thence 16.43 feet along the arc of a 26 foot radius curve to the right (chord bears North 16°02'00" West 16.16 feet); thence 253.73 feet along the arc of a 840 foot radius curve to the left (chord bears North 07°40'06" East 252.77 feet); thence North 00°59'06" West 280.96 feet; thence North 00°58'24" West 606.37 feet to the point of beginning.

THANKSGIVING STATION LLC TAX ID: 11:032:0481 & 11:032:0488 WARRANTY DEED ENTRY 139479:2019

Beginning at a point which is South 76.34 feet and East 688.04 feet from the Southwest Corner of Section 31, Township 4 South, Range 1 East, Salt Lake Base and Meridian; thence North 00°58'24" West 262.72 feet; thence Northeasterly 434.86 feet along the arc of a 722.00 foot radius curve to the right, through a central angle of 34°30'34", the chord of which bears North 16°16'53" East 428.32 feet: thence Northeasterly 75.28 feet along the arc of a non-tangent 652.50 foot radius curve to the right, through a central angle of 06°36'39", the chord of which bears North 38°20'57" East 75.24 feet along Warranty Deed Entry No. 5212:2018; thence South 57°24'34" East 121.26 feet; thence Southwesterly 109.94 feet along the arc of a non-tangent 199.00 foot radius curve to the left, through a central angle of 31°39'15", the chord of which bears South 16°43'39" West 108.55 feet: thence South 00°54'02" West 54.92 feet; thence Westerly 13.22 feet along the arc of a non-tangent 425.00 foot radius curve to the right, through a central angle of 01°46'58", the chord of which bears North 87°37'40" West 13.22 feet: thence South 00°16'42" West 402.88 feet; thence East 181.87 feet; thence South 126.07 feet; thence Westerly 111.99 feet along the arc of a non-tangent 715.00 foot radius curve to the left, through a central angel of 08°58'26", the chord of which bears North 85°30'48" West 111.87 feet: thence North 00°00'03" East 11.00 feet; thence West 287.54 feet to the point of beginning.

Basis of Bearing: North 00°01'25" West along the section line from the Southwest Corner to the West Quarter Corner of Section 31, Township 4 South Range 1 East Salt Lake Base and Meridian.

THANKSGIVING STATION LLC TAX ID: 12:029:0050 & 12:029:0023

Beginning at the intersection of the southwesterly highway right of way line of the southwesterly frontage road of I-15 as per Quit Claim Deed Entry No. 19286:2020 which point is 696.47 feet South 00°14'20" East along the section line and 2876.11 feet South 89°59'34" East from the Northwest Corner of Section 6, Township 5 South, Range 1 East, Salt Lake Base and Meridian; thence South 44°29'21" East 298.01 feet along said Quit Claim; thence South 18°00'25" West 322.21 feet along Meadow Pointe Plat "B" Subdivision; thence along ASTON BLVD. ROAD DEDICATION PLAT the following five courses 1) Northwesterly 405.88 feet along the arc of a non-tangent 815.00 foot radius curve to the left, through a central angle of 28°32'02", the chord of which bears North 36°04'02" West 401.70 feet 2) Northerly 21.57 feet along the arc of a 15.00 foot radius curve to the right, through a central angle of 82°23'25", the chord of which bears North 09°08'21" West 19.76 feet 3) North 32°03'22" East 170.80 feet 4) Northeasterly 35.13 feet along the arc of a 160.00 foot radius curve to the right, through a central angle of 12°34'46", the chord of which bears North 38°20'45" East 35.06 feet 5) Northeasterly 19.51 feet along the arc of a 15.00 foot radius curve to the right, through a central angle of 74°32'18", the chord of which bears North 81°54'17" East 18.17 feet to the point of beginning.

REVISIONS					
NO.	DATE	DESCRIPTION	BY		
1				DESIGNED BY:	TGT
2				DRAWN BY:	TJT
3				CHECK BY:	TGT
4				DATE:	10/18/2022
				COGO FILE:	

J:\tpbp ricks\AREA PLAN UPDATE\01_Cover.dwg

TRANE ENGINEERING, P.C.
CONSULTING ENGINEERS AND LAND SURVEYORS
27 EAST MAIN LEHI, UTAH 84043 (801) 768-4544

LEHI, UTAH

THANKSGIVING POINT
AREA PLAN DESCRIPTIONS

AREA PLAN UPDATE

JOB
TGP AP

SHEET NO.
1

Traffic Improvements and TOD Street Design

Lehi Thanksgiving Station – Improvement & Trigger Summary

Updated 03/17/2023

Year	Occupied Project Phasing	Improvement	Responsibility
2023		None	-
2024		**Triumph Blvd / 2100 North**: Install SB and NB RT pockets	Lehi
		Triumph Blvd / 2100 North: Install EB dual LT lanes and side-by-side LT lanes in center, and extend WB storage length	UDOT
		Triumph Blvd: Widen to 5 lanes south of 2100 North (Lehi/MAG - 2024)	Lehi/MAG
		Ashton Blvd / Triumph Blvd: Install EB and WB dual LT and a 3rd SB thru lane (Project – 2024)	Project
		Triumph Blvd / 2100 North: Install WB dual LT lanes (UDOT – 2024)	UDOT
2025		**2150 North / Triumph Blvd:** Install raised median on Triumph Blvd to restrict NB and EB LTs	Lehi
		2100 North: Construct east access directly onto 2100 North	Lehi
		2100 North: Construct west access directly onto 2100 North	Lehi
		Ashton Blvd / Triumph Blvd: Add SB and WB RT pockets, dual EB RT lanes, and coordinate	Lehi
2026		**Sycamore Ln / Ashton Blvd:** Signalize	Project
2027		None	-
2028	*1,220 DU's, 1,030.5 ksf comm.*	**SB Frontage Road / S.R. 92:** Install second SB RT lane, remove inside thru lane	UDOT
		Station Main St / Ashton Blvd: Signalize	Project
		2100 North: Build freeway	UDOT
2029		None	-
2030		**NB Frontage Road / Triumph Blvd:** Install SWB right-turn pocket	UDOT
2031	*2,000 DU's, 1,380 ksf comm.*	None	-
Beyond 2031	***Thanksgiving Point Completed (Lehi/MAG/UDOT Projects beyond 2031)***		
	Waterbury Dr / 3600 West: *Signalize*		
	2450 North / 3600 West: *Signalize*		
	2700 North / 3600 West: *NB approach to a shared thru/LT lane and thru lane*		
	3600 West / 2100 North: *Add 2nd NB and SB thru lanes through middle and EB and WB dual LT lanes*		
	Ashton Blvd / Clubhouse Dr: *Convert SB RT pocket into shared thru/RT pocket*		
	Ashton Blvd / Clubhouse Dr: *Coordinate signal E-W, add WB and SB RT pockets and SB dual LT lanes, and implement NB and EB PM/PT LT phasing*		
	2700 North / 3600 West: *Signalize (with Clubhouse Drive extension)*		
	Clubhouse Drive: *Extend to the west over the Jordan River*		
	North Lehi Interchange: *Build interchange with west connections*		

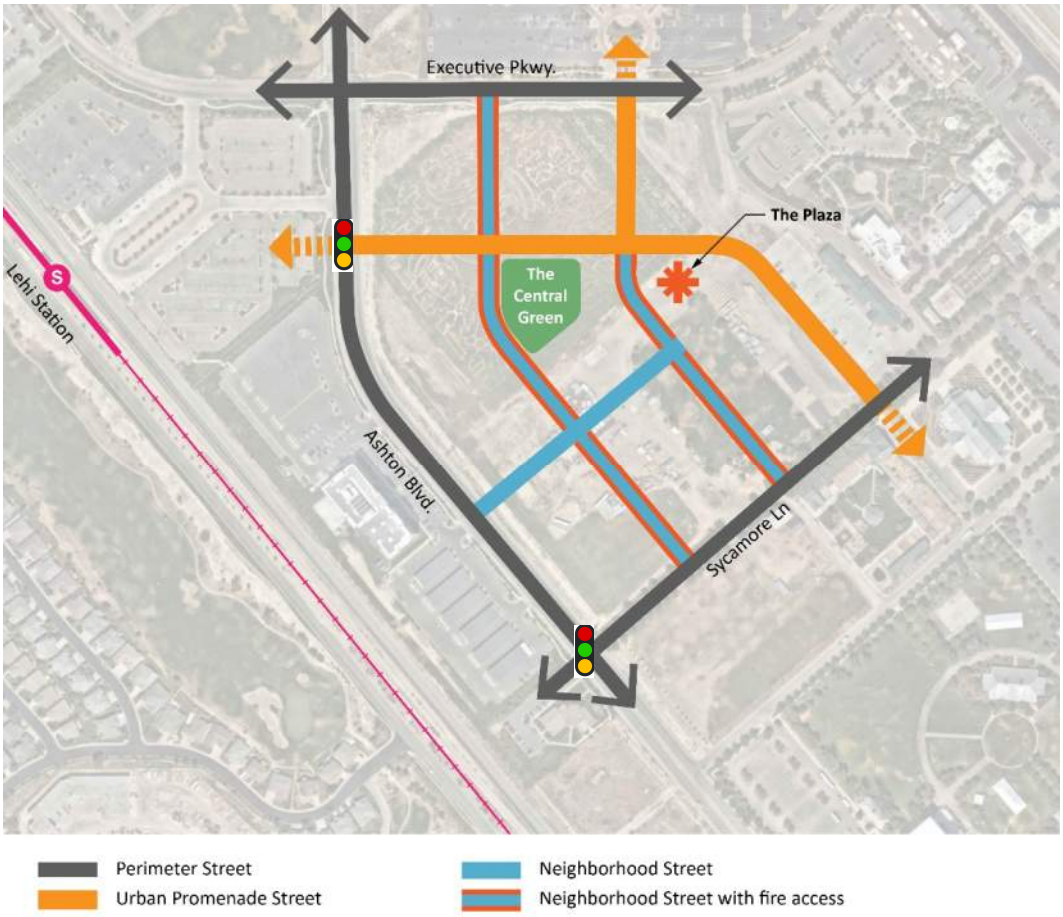


Figure 1. Conceptual street type locations.

1. **Perimeter Streets.** Perimeter Streets provide context and identity; these streets use a design aesthetic rooted in the Resort Community Aesthetic to harmonize with surrounding development, while also incorporating unique design features that identify Thanksgiving Station as a place. Perimeter streets emphasize ground level plantings as an enhancement to a traditional tree lawn approach to street design and incorporation of multi-use trails that connect to existing and future regional trails.

2. **Neighborhood Streets.** Neighborhood Streets draw the 'green' of the perimeter streets into the development, but in a stylized way that shows a distinct transition to urban patterning. These streets are the intermediate link between plant-intensive perimeter streets and the urban aesthetic of the 'Urban Promenade Streets'. Ground level uses on these streets may vary, but there is a significant presence of ground floor residential uses that reinforces the gentler, greener feel of the streets.

3. **Urban Promenade Streets.** Urban Promenade Streets are expected to have higher pedestrian activity and active ground floor uses may incorporate more detailing and upgraded paving materials. Main Street focuses on an activated, intensely pedestrian-scale retail environment. Where perimeter streets draw from the low-key character of adjacent parkways, 'main street' draws from the high energy of the transit station and downtown connectivity. Vibrant retail uses ensure a high level of street life, while significant upper-level residential uses contribute to the urban feel.

A menu of conceptual street sections is proposed to guide streetscape design based upon their intended function within the TOD. The intent is to balance the desire for a more urban and walkable human-scaled street network; vehicular circulation; pedestrian and last mile connectivity, fire access and utility requirements. These sections propose a street hierarchy that will guide conceptual R.O.W. widths and building setbacks based upon anticipated adjacent use while allowing for the creation of developable, four-sided blocks. Ultimate design may vary from these sections as long as the final design meets or exceeds the intent. See section IV Design Requirements for requirements regarding amenity zone widths and tree spacing.

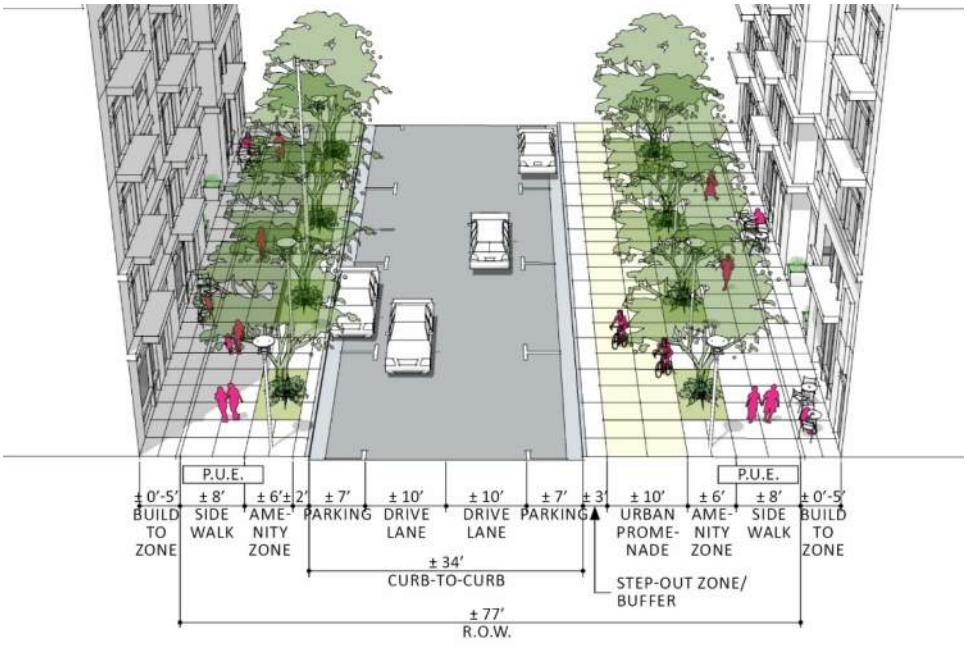


Figure 2: Urban Promenade Street adjacent to Commercial Ground Floor Use

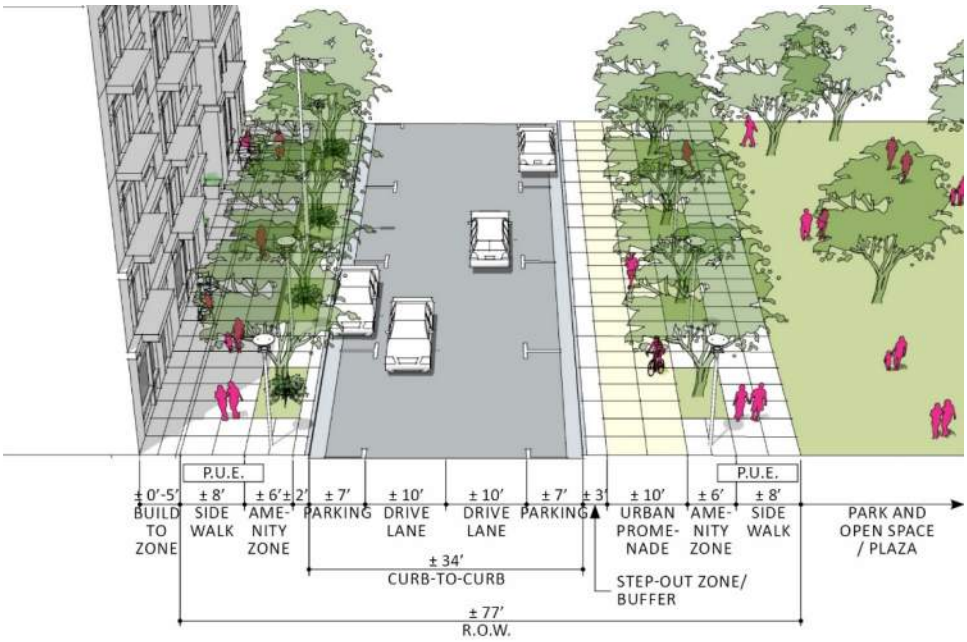


Figure 3. Urban Promenade Street adjacent to park/open space

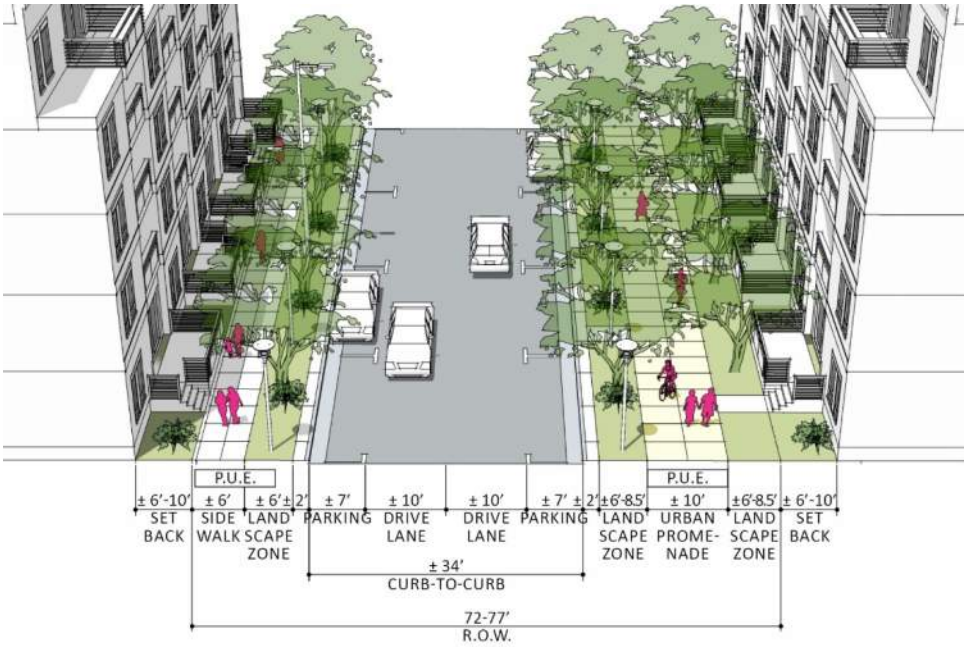


Figure 4. Urban Promenade Street adjacent to Residential Use



Figure 5. Mixed-Use Street 1: adjacent to Commercial Ground Floor Use with fire access

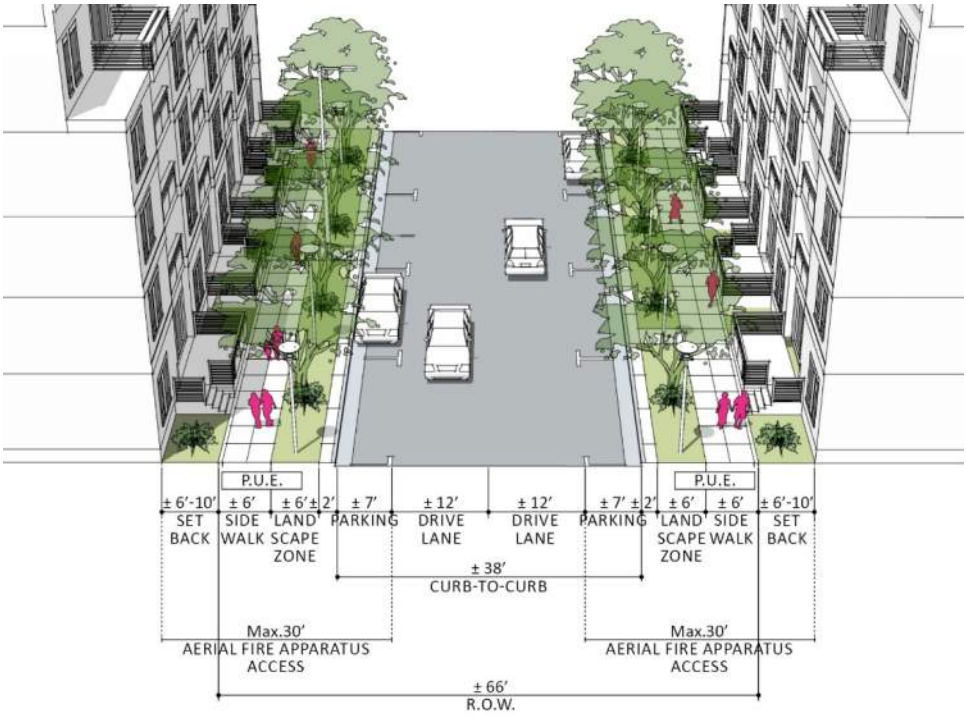


Figure 6. Mixed-Use Street 2: adjacent to Residential with fire access

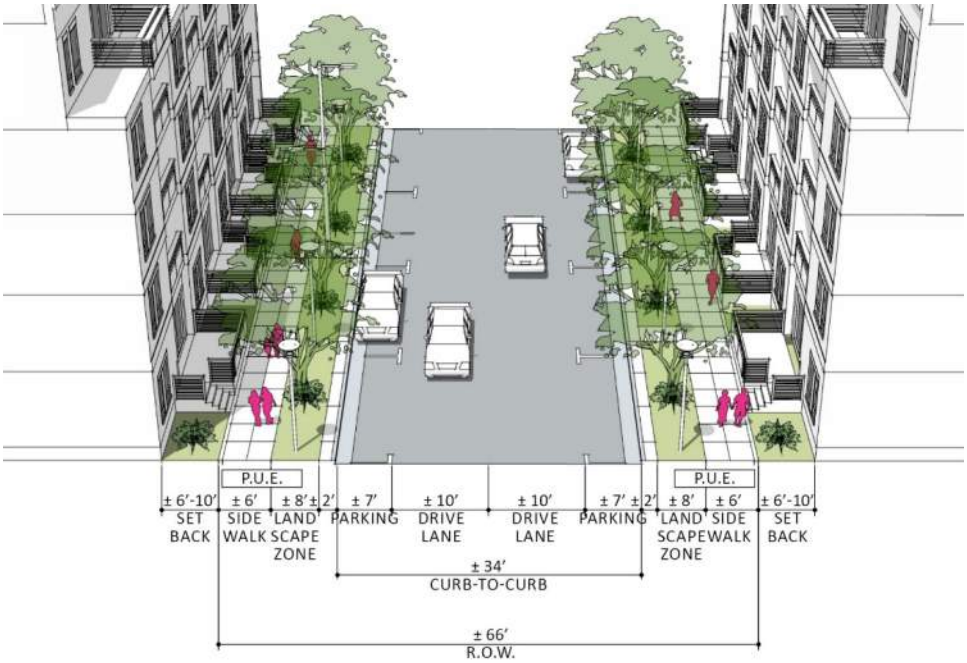


Figure 7. Mixed-Use Street 3: typical street

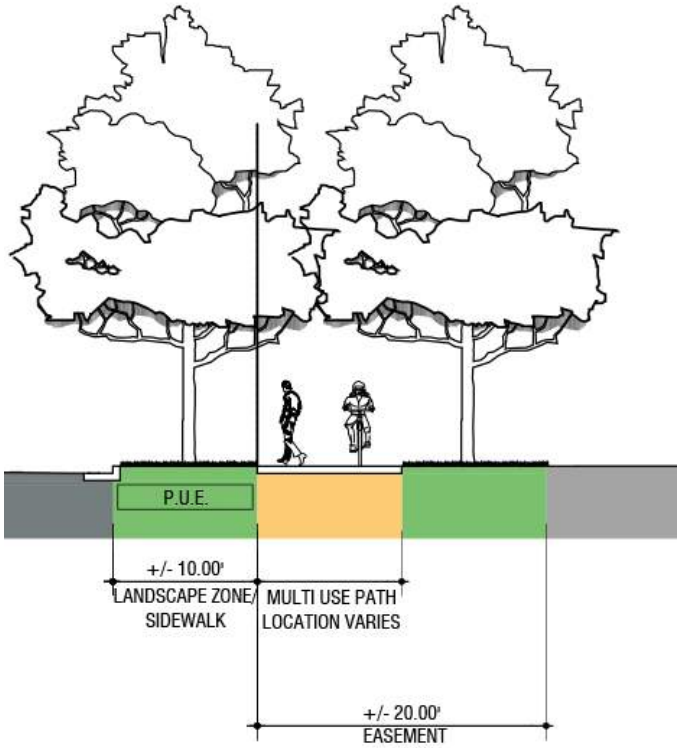


Figure 8. Perimeter Street: Trail side of Ashton Blvd.

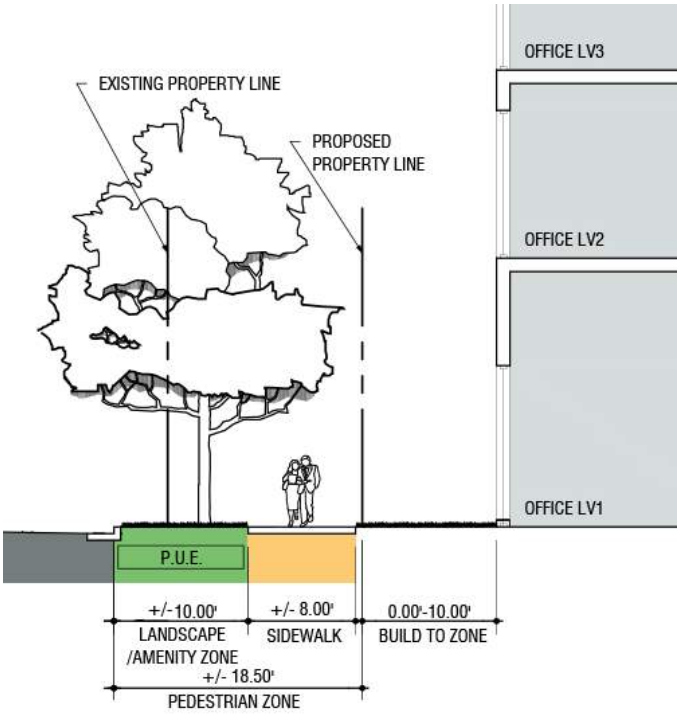


Figure 9. Perimeter Street: South side of Executive Pkwy

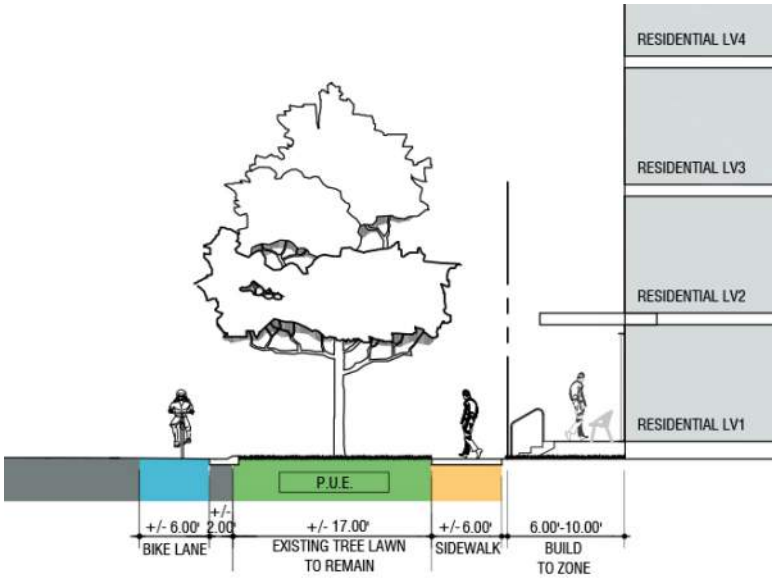


Figure 10. Perimeter Street: North side of Sycamore Lane w/bike lanes

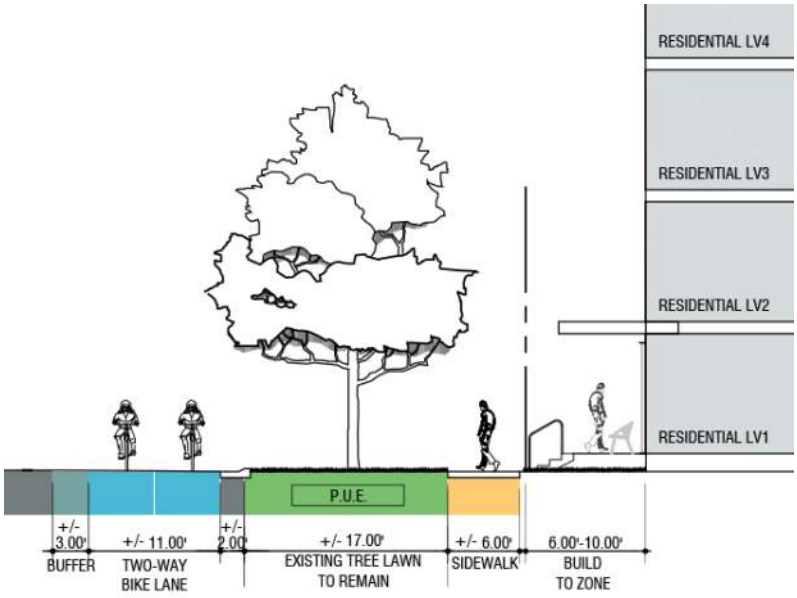


Figure 11. Perimeter Street: North side of Sycamore Lane w/ cycle-track

1. **C. Streetscape / Landscape.** The TOD landscape should create a comfortable, cohesive and sustainable urban environment. The landscape should be designed to unify the TOD over time so that individually designed parts of the TOD relate properly to one another, regardless of when they are built. The design of streets and parks should consider the aesthetics of design, as well as placemaking, intended function of the space, ecology, water conservation, and long-term maintenance.

   a. The landscape design for the public realm should primarily use a water-wise landscape palette.
   b. Trees should be located in public parks and the amenity/landscape zone to provide shade and contribute towards an urban forest. Tree species should be selected that is appropriate in an arid, urban environment.
   c. Landscaping shall be maintained in good condition according to an approved landscape plan. Typical maintenance shall include mowing of grass, removing weeds, pruning and replacing dead plants.
   d. The park strip may utilize wood mulch, rock mulch, and water-wise shrubs and grasses to reduce irrigation requirements.

Section 7. Implementation

A. Exceptions from the Thanksgiving Station TOD Design Standards. In the process of approving a development, the Planning Commission may approve exceptions from these standards provided that the following conditions are met:

a. The applicant shall show clear and convincing evidence that the TOD standards significantly negatively impact the ability to conduct the proposed use on the subject property.

b. The applicant shall provide justification on how the proposed project fits in with the purpose and vision of these Standards.

c. As part of the consideration for an exception, the applicant shall provide an alternative conceptual plan showing how it is not practical to meet a requirement of these Standards.

B. Exceptions from City of Lehi Code.

a. The number of street trees required shall be based upon 1 tree per 30' of parcel frontage, as measured along the right-of-way line. To allow for innovative street design and placemaking strategies, trees may be grouped together, spaced at less than 30' on center, or located in other publicly accessible open space such as parks, plazas, or easements along multi-use paths.

b. One typical tree per unit is not required for development within Thanksgiving Station.

Table of Bulk and Intensity Requirements (South Non-TOD Parcels)

Table of Bulk and Intensity Requirements - Thanksgiving Point South Parcels (Non-TOD)	Business Park	Commercial	High Density Residential
Minimum Lot Area	N/A	N/A	N/A
Maximum Dwelling Units Per Acre (as allowed by the Area Plan)	N/A	N/A	None
Minimum Lot Width/Frontage	N/A	N/A	N/A
Minimum Front Yard and Corner Yard	No minimum but must comply with the IBC	No minimum but must comply with the IBC	No minimum but must comply with the IBC
Minimum Rear Yard (Corner Lots)	No minimum but must comply with the IBC	No minimum but must comply with the IBC	No minimum but must comply with the IBC
Minimum Side Yard	No minimum but must comply with the IBC	No minimum but must comply with the IBC	No minimum but must comply with the IBC
Minimum Side Yard (Corner Lot)	No minimum but must comply with the IBC	No minimum but must comply with the IBC	No minimum but must comply with the IBC
Maximum Height of Occupied Structures	38'	No maximum but must comply with the IBC	None
Maximum Height of Unoccupied Structure	38'	No maximum but must comply with the IBC	None
Minimum Ground Floor Area Per Residential Unit	N/A	N/A	N/A
Minimum Living Area Per Residential Unit Where Allowed Above Commercial	N/A	N/A	N/A
Minimum Landscape Requirement	5%	5%	5%
Minimum Open Space (including urbanized open space)	10%	10%	10%

Thanksgiving Station TOD Area Requirements

Thanksgiving Station TOD Area Requirements

Updated on December 6th, 2022

Ⅰ Purpose and Intent 1

Ⅱ TOD Area Description 2

Ⅲ Required Open Space 2

Ⅳ Design Requirements 3

Ⅴ Parking Requirements 12

Ⅵ Implementation 13

Ⅰ. Purpose and Intent

The Thanksgiving Station Transit Oriented Development (TOD) area is established to create a self-sustaining, livable neighborhood prioritizing the use of transit, walking and biking to connect amenities, employment, services, entertainment, and open spaces. The neighborhoods' proximity to Frontrunner, future BRT, Thanksgiving Point, and significant employment base could create a unique and sustainable urban center for Lehi along Frontrunner. TODs benefit the general health and welfare of the inhabitants of Lehi City by supporting increased transit service; providing increased safe walking and biking routes to transit, services, shopping, employment, recreation, and neighborhoods; encouraging sustainable living by reducing car dependency, reduced water use per capita, reduced pollutions emissions; providing housing options for a greater part of the life-cycle housing spectrum. While a TOD does not preclude the choice of using an automobile, it prioritizes an alternative for those who cannot drive or prefer not to use personal vehicles for every trip. It also balances street design to accommodate driving, walking, biking, and utilizing transit. The purpose and intent of the TOD Zone is to:

A. require a complementary mix of land uses, including moderate and/or high density residential, horizontally or vertically mixed, within a half mile walking distance of transit stations to increase accessibility to the region;

B. to create an urban center for the city of Lehi that facilitates productive economic activity and greater access to employment, shopping, dining, recreation, and culture;

C. foster a sense of place through the creation of mixed-use centers that combine residential uses with diverse economic activity;

D. create a human-scale environment to prioritize and encourage walking, bicycling and transit use, and reduce automobile dependency;

E. provide an alternative to traditional development by emphasizing mixed use, compact site design, and land uses oriented to people walking and biking;

F. provide a more environmentally sustainable development type;

G. create a neighborhood identity that promotes pedestrian activity, social interactions, safety, and long-term livability;

H. reduce auto dependency and roadway congestion by locating multiple destinations and trip purposes within walking distance and biking of one another; and

I. provide a range of housing options for people of different income levels and at different stages of life.

J. Safe and comfortable bike routes shall connect to existing planned bicycle facilities, neighborhoods, open spaces, and employment areas to further promote alternative modes of transportation and reduce auto dependency.

A TOD should build upon the community's existing identity and serve as a mechanism for communicating that identity to others. The development should create a community focus at which people will be present at all times of the day, creating a stimulating and meaningful public environment. New development should create a sustainable neighborhood, in which residents and business owners make a long-term investment in the community.

Ⅱ. TOD Area Description

Thanksgiving Station TOD includes a cohesive mix of complementary land uses, including retail, office, institutional, entertainment, restaurant and other neighborhood-oriented uses, which will provide service and employment opportunities to residents within the community (see Figure 1). The highest densities shall be located in proximity to transit stops or to the extent where it is feasible while balancing market demand and absorption, phasing strategies, significant views, and strong urban design principles.

Residential development shall employ a variety of urban housing, sizes and price-points, and shall be designed in a manner that promotes human-scale neighborhoods and streetscapes. Open spaces shall be designed to enhance the pedestrian experience, linking Lehi Station to existing and future amenities, and shall be designed in coordination with ground floor uses in the adjacent buildings. The incorporation of one or two of these elements does not make the TOD; the combination of all these elements is necessary for the TOD.



Figure 1. A mix of uses and intensity of development is focused along the primary connection to the transit station.

Ⅲ. Required Open Space

A minimum of 10 percent of the total gross acreage in a TOD shall be developed as open space. The open space areas within a TOD must be constructed and paid for by the developer as a part of the TOD project and shall include "urbanized" open spaces, in addition to more traditional open spaces areas such as parks and playgrounds. Each landowner within the TOD district shall provide proportionate share of open space unless another arrangement is agreed upon by all landowners.

A. Urbanized open spaces are defined in this section as built open spaces for public congregation and recreational opportunities, as opposed to natural open spaces consisting mainly of plantings. Urbanized open spaces may be located on the roofs of buildings or an interior courtyard located at ground level and directly accessible to the public realm. All open spaces shall be easily observed and accessed from the street or pedestrian areas and should be improved with seating, plantings, plazas, fountains, pavilions, gardens, or other similar amenities. Urbanized open spaces shall be designed in a way to prioritize pedestrian travel and the pedestrian experience. An urbanized open space should be designed to increase the comfort, safety, and visibility of pedestrians.

B. Urbanized open spaces shall be included in the Thanksgiving Station TOD area and should include the following:

1. consist of a minimum two percent of the overall acreage.
2. include a central prominent gathering space with a focal feature such as a statue, water feature, shade structure, clock tower, public art, signature architectural element, or other feature as approved by the Thanksgiving Station Architectural Review Committee. The central feature should be commensurate with the size and scale of the gathering space.
3. A mix of differing scale spaces include planters, benches, trees, pedestrian scale lighting, firepits, and durable paving.

C. Open spaces within a TOD should be engaging, high quality public spaces (e.g. small parks or plazas) as organizing features and gathering places for the neighborhood.

D. The open space may be held in common, administered by a metro district, Business Improvement District (BID), General Improvement District (GID) or other similar governance and maintenance entity. Maintenance of the open space is the responsibility of the owner of the development if held in single ownership, or a metro district, BID, GID or other similar entity.

IV. Design Requirements

The public realm design (streets and public spaces) shall be of a consistent character utilizing high quality, durable, and lasting material palette that creates a unifying element for the entire district. The scale, form and programmatic function of public space shall be considered in the larger context of creating a central “place” for the TOD as well as the greater Lehi community.

Building form, scale, massing, and orientation across the district shall provide variety within a context of architectural compatibility, rather than an aggregation of individual, unrelated buildings located on separate lots. The Thanksgiving Station TOD Design Standards (provided under a separate section of the Thanksgiving Station Area Plan) are intended to create a pedestrian friendly environment by ensuring good building and overall site design, good architectural design and visual appearance, street layout, parking design, pedestrian design, lasting value, and other provisions of this Code relating to public health, safety, and general welfare of the overall community.

Each building should orient the primary façade towards a street, open space, or plaza. Facades should be designed using high quality, durable material and articulated at a human scale. Architectural variety and scale through minor variations in the facade and building massing, including expression of the buildings structure, changes in wall plane or height, patterns of window, door, or other openings.

All buildings and structures, including residential buildings and dwellings, shall conform to the Thanksgiving Station Design Requirements.

A. Architecture

1. **Orientation.** The primary façade of all principal buildings shall face the primary street, public open space or plaza, and shall not be oriented towards a parking lot or parking structure. (see Figure 2).

2. **Roof Design.** Multi-family apartment and mixed use residential/commercial buildings shall utilize flat roof designs. (See Figure 3 and Section 1,2 and 3 in the Design Standard).



Figure 2. The building is oriented with the entrance facing the street and the parking located to the side and rear of the building.



Figure 3. The apartment building includes a flat roof design with varying parapet heights and an architectural hierarchy to the street corner.

3. **Entries.** Primary public entries shall be defined by roof overhangs, awnings, recessed entry ways, or other architectural façade elements. Ground floor residences/apartments along local streets shall have porches and front doors that provide direct access to the streets. Exceptions may be at site development

plan process in order to accommodate special circumstances with regard to site grading, mechanical equipment location, or utility easements. A combination of vertical separation (stoops/porches), low architectural fencing, and landscape buffer zones may be utilized to designate a distinction between private and public space. Residences/apartments along arterial streets may have porches and front doors if designed in a context sensitive manner.

4. **Non-residential Street Frontage.** For non-residential, retail, and office buildings, a minimum of 50 percent of the ground level façade shall be transparent, consisting of true window or door openings allowing views into and out of the interior of the building (see Figure 4).



Figure 4. Retail building with clear windows on the ground floor exceeding 50% of the front façade.

5. **Form and Massing**. Varied form and façade articulation shall be used to break up long wall faces. Upper-level step-backs are encouraged to break down the vertical scale of the building and promote a pedestrian scale streetscape. Retail and commercial spaces shall utilize a higher ceiling bay. (see Figure 5)
6. **Building Façade Features.** Building facades shall be designed in a manner that breaks down the overall vertical and horizonal mass of the building. The ground floor façade shall be designed in a manner that provides human scale, interest, and variety along the sidewalk experience.
7. **Architectural Style.** Architectural style, colors, and materials shall be harmonious within each building and select signature architecture located judiciously at prominent locations and visual termini. A palette of colors and building materials should be submitted with the concept plan.



Figure 5. The ground floor for mixed use buildings should have greater height and massing, and larger windows proportional to the use.

8. **Mechanical Equipment Screening**

In an urban environment with smaller blocks and streets on all sides, there are challenges to fully screening utility equipment, such as transformers, meters, utility boxes, and other equipment. If possible, while maintaining NESC clearance, electrical equipment may be screened by landscape.

a) Utility equipment shall be located in a manner that does not impede view triangles at intersections nor impede bicycle or pedestrian routes.

b) Utility equipment shall be screened by landscape elements or artfully located and treated to blend in with the environment and adjacent uses.

c) Primary public utility equipment, such as switch-gates, shall be located, when applicable, along Ashton Boulevard and Executive Way to protect more pedestrian-oriented internal streets.

d) Utility equipment on private property servicing a specific building should be in areas where buildings have deeper setbacks and away from primary pedestrian areas, such as retail frontages, public spaces, resident amenities, promenades, and lobbies, or should be located withing parking garages.

e) Public Utility structures and boxes shall be screened from public view with landscaping or low walls and shall be located in a manner that does not impede pedestrian movement or site triangles at intersections.

f) Private Utility equipment shall be located at the rear of buildings, internal to buildings or screened from public view with landscape, low walls, or decorative fence.

B. Street Patterns

Street patterns shall be oriented along a grid, as opposed to cul-de-sac and curvilinear street designs. Within the grid are sidewalks and streetscapes that encourage walking and biking. Narrow streets and other traffic calming features shall be utilized that favor pedestrian activities. Traffic calming features may include curb extensions,

pedestrian refuges within arterial medians, raised bike and pedestrian crossings, raised intersections, continuous sidewalks and bike paths, brick pavers or other textured street surface materials, chokers, or other features.

C. **Streetscapes**

1. **Parking lots** shall not be located between a building primary façade and primary street, but at the rear of buildings. Parking lots and ground floors of parking structures shall be screened from street view with landscaping, buildings, or other screening features.

2. **Street Trees.** Street trees shall be provided on all street frontages and located in manner that works with street lighting requirements, tree canopy spread, vehicular site triangles and separation from fire hydrants. Street trees may be clustered and need not be evenly spaced. Trees shall be placed within the landscape/amenity zone located adjacent to the curb. Any street tree may be located in a cut-out planter with a minimum dimension of 6 feet by 10 feet. Structural soil shall be used adjacent to the tree planter to increase root zone to a minimum of 7' wide. Trees located within a tree grate or other hardscape condition shall be planted in appropriate structure soils or modular suspended pavement system.

3. **Clear View Area at Street Intersections.** No obstruction to public or private street views in excess of three feet in height above the finished road grade shall be placed on any corner within a triangular area formed by face of curbs and/or curb-extensions and a line connecting them 35 feet from the intersection.

4. **The number of street trees** required shall be based upon 1 tree per 30' of parcel frontage, as measured along the right-of-way line. To allow for innovative street design and placemaking strategies, trees may be grouped together, spaced at less than 30' on center, or located in other publicly accessible open spaces such as parks, plazas, or easements along multi-use paths.

5. **Residential / Non-Residential Street Design**
   a) General Treatments.

      i. All streets shall include sidewalks with a minimum of six feet in width.

      ii. Sidewalks shall be a minimum of eight feet in width along the primary street connection to the Frontrunner station and streets with retail frontages.

      iii. Amenity zones and tree planter areas shall be placed along all public and private streets. Trees shall be planted in a cut-out planter area with a minimum dimension of 6 feet by 10 feet. Structural soil shall be used adjacent to the tree planter to increase root zone to a minimum of 7' wide.

      iv. Landscape or amenity zones and sidewalks are not required on alleys. Alleys should be a minimum of 20 feet in width and only provide access to building service areas, garages, or parking areas.

   b) Non-Residential Street Design. Streets that include non-residential and mixed uses shall include three elements within the side treatments. These elements are as follows:

      i. Pedestrian Through Zone – This is a sidewalk area that serves as the primary pathway for

pedestrians. The pedestrian through zone must not be impeded by street furniture, landscaped beds, signage, displays, or sidewalk cafes. The minimum pedestrian through zone width shall be eight feet. It is encouraged that pervious materials be used.

ii. Amenity Zone (Furniture/Landscape/Curb Zone, etc.) – This is the area located between the sidewalk and the street curb. Features may include street furniture, trees, planter areas, light poles, bike racks, signage, and curb extensions at crosswalks. The minimum street furniture/curb zone width shall be six feet, measured between the face of curb and Pedestrian Zone, which does not include the additional width required for curb extensions. This is the minimum distance allowed for ADA accessible ramps.

iii. Build-to Zone – A section of streetscape located between the R.O.W and adjacent building frontage that allows building entry, sidewalk cafes, sales displays, and raised planter beds. The build-to zone shall be between zero and five feet commensurate with the building use. Planter areas may be allowed between the frontage zone area and the building.

iv. Arterial Streets that include protected, dedicated bike lanes, or paths shall place the bike facility behind the landscape zone. The minimum separated bike lane or path width shall be six feet for a one- way facility and 10 feet for a two-way facility.

v. Curb-management zones may be utilized to balance the desire for delivery areas, drop-off areas, outdoor dining, or outdoor "living room" amenities.

6. **Alleys and Interior Block Spaces.** Alleys and interior block spaces are allowed and encouraged in all TODs. Alleys serve as alternate routes to garages and loading docks that are unseen by the public and therefore contribute to a pedestrian-friendly environment. The private, interior portions of the lots (toward the alley) allow commercial operators to utilize these spaces as efficient working environments unseen by the public and allow residents to have private and semi-private gardens and courtyards. Alleys are to be the primary access to parking areas and garages. Alley access should be designed to minimize pedestrian and bicycle conflicts.

D. Street Design

1. **Traffic Calming.** Traffic calming is intended to slow or reduce motor-vehicle traffic to improve pedestrian safety. TODs shall provide traffic calming measures, which may include curb-extensions, chokers, special paving at crosswalks, special paving at intersections, elevated intersections, sharrows, narrow lanes, and pedestrian refuge islands. Directional pedestrian ramps and crosswalks located at street grade shall be utilized as opposed to rollover curbs. Directional ramps including curbs that assist visually impaired cross streets perpendicular to traffic and slow traffic by creating tighter turning radii. Final design of intersection will be determined during site design plat.

2. **Bicycle Parking.** Outdoor short-term bicycle parking facilities shall be located in well-lit areas in proximity to building or common facility entrances. Bicycle parking locations shall not impede pedestrian traffic or open space. Strategically located bicycle parking zones, either on or off-street, may be considered in lieu of bike racks at every building entry. Long-term secure bicycle parking is required for office, institutional, and multi-family residential uses (see Figure 6). Long-term bicycle parking shall have dedicated and convenient access.

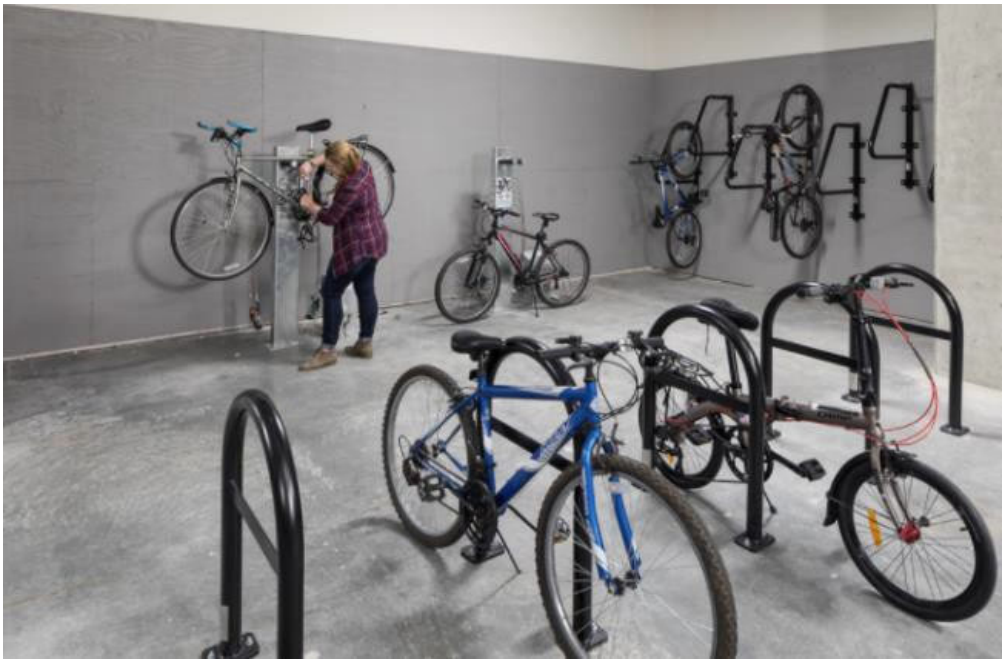


Figure 6. Secure bike parking provided within an apartment building.

3. **Bike Facilities.** Bike facilities shall be provided to ensure safe and convenient local transportation options. At buildout, bike infrastructure should connect to the regional bike and trails network. Bike infrastructure should be designed based on the design speed and volume of a street. The following types of bike facilities should be provided with the given street criteria:

    a. Shared bicycle and vehicular lanes and bike boulevards (see Figure 7) may be used where the street's posted speed is 20 miles per hour or less and the existing or projected vehicular traffic volumes are 2,500 average annual daily trips or less.



Figure 7. Bike boulevards include shared lanes on a low-volume, low speed street with bike and pedestrian prioritization features.

b. Protected bike lanes or shared use paths should be provided along roadways with a posted and designed speed greater than 25 miles per hour or where the existing or projected vehicular traffic volumes are greater than 2,500 average annual daily trips. Streets with two or more travel lanes in a single direction should provide two-way multi-use path on both sides of the street. Streets with one travel lane in each direction may design a two-way protected bike lane (see Figure 9) on one side of the street or include single direction protected bike lanes on both sides of the street.

c. Shared use paths may be used to provide bike connectivity in an independent right-of-way or easement through the center of a block if it interconnects with the local and regional network of bike facilities. Shared use paths are appropriate in areas with lower amounts of foot traffic to limit bike and pedestrian user conflicts or built wider or with separate sidewalks.

4. **Medians.** Street medians are encouraged for all major collector and arterial rights-of-way. Medians serve to improve the aesthetic quality of the area, provide traffic calming, and create pedestrian refuges for street crossings, as well as a mid-block resting place for street crossings. Medians should be a minimum of six feet wide at intersections and crosswalks and a minimum of three feet wide at other portions of the road. Where medians are not included in the design of an arterial or major collector street, bike and pedestrian crossings should include refuge islands at intersections and mid-block crossings. Center medians and crossing islands should be designed with plowable end sections to ensure ease of winter maintenance.

E. Sidewalks and Pedestrian Circulation

1. **Pedestrian Circulation.** Convenient and safe pedestrian circulation systems shall be provided to minimize pedestrian-auto conflict and shall be provided continuously throughout the Thanksgiving Station TOD. All streets, except for alleys, should include sidewalks and landscape/amenity zones on both sides of the right-of-way as described here-in.
2. **Walkway Connections.** Pedestrian walkways should interconnect all building entrances, sidewalks, parking areas, open spaces, public and private streets, and transit stations.
3. **Urban Promenade.** An urban promenade shall be developed through a TOD to collect pedestrians and bicyclists and direct them to the transit station and should meet the following requirements:

a) The promenade should include, at minimum, a 10-foot-wide walkway constructed of concrete or other durable paving material.

b) the corridor must be visible from adjacent buildings, parking areas, and the transit station.

c) wayfinding signs should be placed judiciously and at strategic locations to direct users to the transit station and to other nearby destinations.

d) benches and trash receptacles should be placed along the walkway.

e) the walkway should be well lit with pedestrian scale lighting.

f) crime prevention through environmental design (CPTED) standards should be considered to increase natural surveillance and deter crime. The following should be incorporated in the design of the walkway:

i. the walkway should not be obstructed with opaque fencing,

ii. entrapment zones (areas with low visibility and no alternative exits) should not be created with the placement of fencing, buildings, or other features; and

iii. windows facing the walkway should have clear glass.

g) the walkway should connect directly to the transit station and interconnect adjacent buildings, streets, open spaces, and parking areas.

h) sidewalks from adjacent buildings and streets should connect to the walkway.

4. **Pedestrian Crossings.** Raised mid-block pedestrian crossings or walkways should be constructed of a material differing in texture, material, or color.

5. **Continuous Sidewalks and Bike Facilities.** Drive approaches that ramp up to the sidewalk and bike path level or other raised crossing should be used where local private streets, alleys, driveways, commercial accesses, and any other private access crosses a sidewalk, trail, protected bike lane, or other bike path. The paving material and color for sidewalks and bike facilities are maintained through the crossing to establish priority. Crossings along arterial roads shall be deflected by a single car length to provide a waiting area for vehicles entering or exiting so they do not block the sidewalk, bike path, or travel lanes of the arterial roadway.

F. Signage

1. **General Signage Concepts.** Proper design and placement of signs and their lighting should be compatible with structures and uses. Signs will need approval from the Thanksgiving Station Architectural Review Committee.

2. **Number of Signs.** The number of signs on a structure shall be limited and placed in areas that contribute to the architecture of the building. Signs shall not overpower a storefront nor obscure display windows or significant building features.

3. **Encouraged Signs.** Wall signs, awning signs, canopy signs, projecting signs (see Figure 8), and suspended signs should be encouraged.



Figure 8. Projecting sign is pedestrian oriented and contributes to the character of the building.

4. **Discouraged Signs.** Monument signs and directional signs are discouraged and must be approved by the Thanksgiving Station Architectural Review Committee. Directional signs should be used to direct vehicles to public parking, where upon arriving, pedestrian signage shall be used to direct people to specific destinations. A well thought out and coordinated wayfinding and branding strategy should be created for the project.

5. **Pylon Signs.** Pylon signs shall not be permitted in the TOD area.

V. Parking requirements.

A. A successful TOD can significantly reduce per capita motor vehicle travel, thus parking requirements within a TOD may be reduced from the minimum standards as required by Table 37.090 of the city of Lehi Code. As the intent of a TOD is to encourage walking, biking, and transit ridership, a developer may request a reduction in the number of parking spaces by City approval, providing that the developer submit information as to the forecasted trips generated in contrast to what is forecasted for transit ridership for the TOD. Requests for a reduction in parking may be approved by the Planning Commission, following review of a parking study by the DRC.

B. Shared parking agreements should be encouraged between all uses within the TOD.

C. On-street parking is permitted and encouraged and shall be included in the total development required parking calculations, if incorporated. On-street parking shall be included in the required parking calculations for a use or structure that is directly adjacent to the on-street parking stall.

D. Ingress and egress for parking lots should be from side streets or alleys.

E. All parking lots should be located behind or on the side of the primary building. Parking and maneuvering areas should not be located between the primary entrance to a building and the abutting street unless its purpose is to provide a direct life-safety function. If parking is located on the side of the building, rather than at the rear, screening and buffering shall be provided to minimize the visual impact.

F. Parking stall shall be approximately 9' x 18' for 90-degree parking. Drive isles shall be approximately 24' wide.

G. A parking lot or garage may not be adjacent to or opposite a street intersection, nor may any portion of a parking lot front a collector-size or larger classified street.

H. Temporary parking lots shall be allowed during build-out to allow for construction worker parking and to support early phase retail until full parking requirements are satisfied in permanent parking lots and/or structures. Temporary parking lots should do their best to minimize visual impact but are not subject to permanent parking lot screening requirements.

I. For all parking structures within a TOD, the physical and visual presence of garages and parking structures shall be minimized. Particular attention should be given to the design of all structured parking garages, so they offer convenience and accessibility to residents and visitors alike. All structures shall be wrapped with active uses or architectural screening along public streets, plazas and public spaces and places. Parking structures shall be wrapped with occupiable building uses or utilize screening to block view of parked vehicles. Particular attention should be given to screening vehicular headlights and ceiling lighting from adjacent uses. Where a parking structure façade is exposed to the street, it shall be designed in a similar architectural character and quality of the building.

J. To help reduce parking demand, increase use of transit and active transportation, and increase social equity to moderate- or low-income households, unbundled parking strategies are allowed. If this strategy is used, on-street parking should be metered to avoid over parking of streets by tenants that do not pay for structured parking. Parking fees may be charged separately for residents who would like to have a designated parking space. It is encouraged that annual transit passes be provided to all residents within a multi-family residential project to encourage greater transit use. This option is intended to reduce the number of needed parking spaces and should be approved with a reduction to required parking.

K. The uses of existing parking lots may be shared as part of a phasing plan or longer-term parking agreement if within 300 feet of the intended building.



Figure 9. The primary residential structure conceals the parking structure.

VI. Implementation

A. Exceptions from the Standards

In the process of approving a development, the Planning Commission may approve variations from these requirements provided that the following conditions are met:

1. The applicant shall show clear and convincing evidence that the TOD Standards significantly negatively impact the ability to conduct the proposed use on the subject property.
2. The applicant shall provide justification on how the proposed project fits in with the purpose and vision of the TOD Standards.
3. As part of the consideration for an exception, the applicant shall provide an alternative conceptual plan showing how it is not practicable to meet a requirement of the TOD Standards.

B. Variations from City of Lehi Zoning Code

1. The Thanksgiving Station TOD shall be exempt from the Lehi City Code tree requirement. The number of street trees required shall be based upon 1 tree per 30’ of parcel frontage, as measured along the right-of-way line. To allow for innovative street design and placemaking strategies, trees may be grouped together, spaced at less than 30’ on center, or located in other publicly accessible open space such as parks, plazas, or easements along multi-use paths.
2. Thanksgiving Station TOD shall be exempt from the requirement to provide one tree per dwelling unit.
3. The Thanksgiving Station TOD area requirements shall replace Lehi City Code Chapter 38: Transit Oriented Development Zone (TOD).

Thanksgiving Station TOD Design Standards

Thanksgiving Station Transit Oriented Development (TOD) Design Standards

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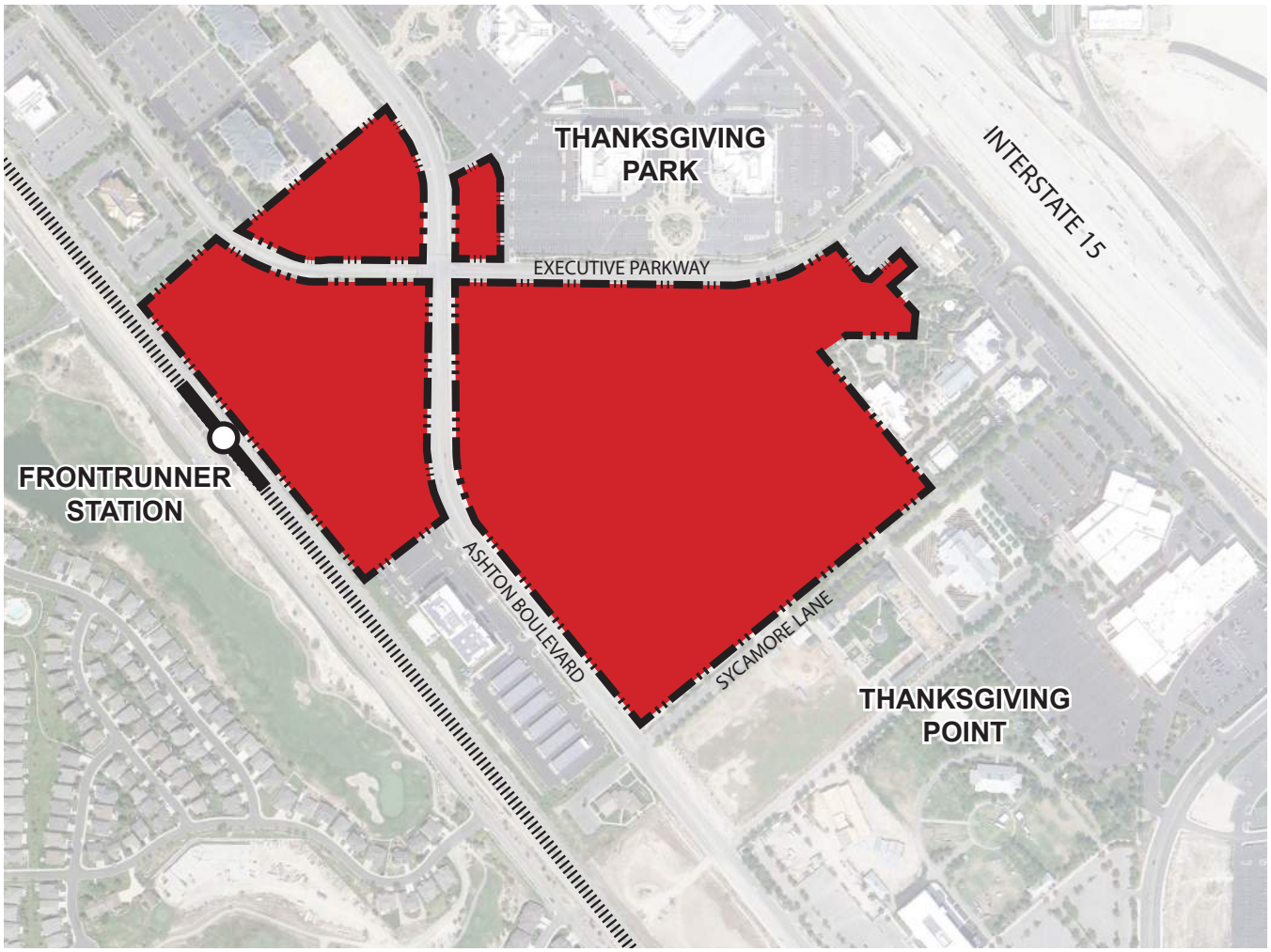
Section 1. Introduction

A. Purpose and Intent. The Thanksgiving Station Transit Oriented Development (TOD) area is established to create a self-sustaining, walkable neighborhood, in which residents, employees, and visitors have multiple transportation options to access neighborhood amenities, employment, open space and mass transit. The neighborhood's proximity to FrontRunner, future bus rapid transit (BRT) or light rail, Thanksgiving Point, and significant employment base presents an opportunity to create a unique and sustainable TOD neighborhood within Lehi. The purpose of the Thanksgiving Station TOD Design Standards ('Standards') is to provide a road map for new retail, office and residential development set within a public realm framework that collectively ensure the function, physical form, and overall character of development, enhance the human experience, neighborhood identity, and are complimentary to Thanksgiving Point.

B. Site Area & Context. Thanksgiving Station TOD is an approximately 50-acre neighborhood in Lehi, Utah. This neighborhood is an important gateway development linking the FrontRunner Station, Thanksgiving Park, and Thanksgiving Point. The FrontRunner Station provides access to commuter rail (Route 750), bus, and future bus rapid transit (BRT). Route 750 offers direct access to Provo and Ogden, Utah with a full UTA system providing access to such destinations as Downtown Salt Lake City, Salt Lake City International Airport, Brigham Young University (BYU), and University of Utah.

Thanksgiving Park is an employment hub in North Utah County consisting of 850,000 square feet of Class A office space. Thanksgiving Point is a premier indoor and outdoor farm, garden, and museum complex with venues and programs designed to build curiosity about science and the natural world. Thanksgiving Point is a major destination not only for the region but for the whole state.

C. Guiding Principles. The urban design and built environment blend time-tested placemaking practices with sustainable and healthy city building strategies to create a unique and authentic Thanksgiving Station TOD. The guiding principles establish an overarching vision which reflects the input from various landowners, city staff, and elected officials.



Thanksgiving Station TOD Area

1. **Create an authentic TOD for Lehi and Thanksgiving Point for the current and future citizens of Lehi that will be cherished for generations.**

   a. Create a flexible plaza/open space that can be activated year-round.
   b. Create a hierarchy of public and private spaces.
   c. Provide density necessary to support a TOD.
   d. Create a neighborhood that will last generations.
   e. Activate the ground floor of buildings along plazas and promenades with commercial uses and entrances of residential uses.

2. **Create a signature TOD that is unique to Lehi and Thanksgiving Point.**

   a. Design the public space and buildings in a harmony with one another to create a truly special experience unlike any other along the Wasatch Range.
   b. Utilize durable materials in the public realm and architecture that ground the community in our time and place in history.
   c. Curate a successful mix of retail/restaurants to support the TOD and wider community.

d. Locate and design public spaces in a manner that is central to Thanksgiving Point and the broader TOD Area.
e. Incorporate special architecture at prominent locations that create identity and visual interest.

3. Establish an interconnected and pedestrian friendly network of streets, promenades, trails and public spaces that knit Thanksgiving Station into the surrounding community.

a. Provide safe and intuitive pedestrian and bicycle connections to the existing and planned network.
b. Connect to the regional public spaces and places network.
c. Create safe pedestrian street crossings.
d. Provide intuitive and direct access to public parking facilities.
e. Provide direct and intuitive access to Lehi Station.
f. Integrate space for contemporary personal mobility technologies seamlessly into the design (e.g.; scooters, e-bikes, ride-hail, carshare, etc.) in a manner that is congruent with a walkable urban experience.

4. Create a built environment that encourages a healthy lifestyle and community.

a. Develop well-connected street networks that encourage walking and biking.
b. Design pedestrian-scale streetscapes with an emphasis on scale, comfort, safety, amenities, and connectivity.
c. Design for all ages and abilities
d. Employ principles of universal design.
e. Create a variety of scale and types of public spaces and places.
f. Locate, orient, and design lobbies, stairways, and interior public spaces to be visible, comfortable, and connected from inside to outside.
g. Incorporate multiple opportunities for food, drink, entertainment and gathering that may include casual dining, sit down dining, pub, coffee shop, restaurant, food truck, and farmers markets.
h. Emphasize visibility and access to nature and outdoor spaces.
i. Facilitate social engagements through an interconnected public realm with multiple gathering places.
j. Create a public realm lighting strategy that respects dark skies, circadian rhythm of humans, and bio-diverse habitats. Lighting strategies should include adaptive dimming; limits on backlight, uplight and glare; light source spectrum; and light trespass.
k. Design the public realm to be comfortable and safe during all four seasons.
l. Affordable housing should be offered on site. Diversity of dwelling unit sizes and price points will allow for an inclusive community.

5. Create a district that embodies resilient and environmentally sustainable strategies into the construction and function of the public realm and built environment.

a. Utilize low carbon, durable, high performance materials that will stand the test of time.
b. Source material locally and with low embedded energy.
c. Work toward the incremental development of district systems for stormwater, parking, low energy lighting, fiber infrastructure, and energy.

d. Work toward the development of car share and bike share facilities, electric vehicle plug-in, coordinated BRT and/or shuttle systems, and district parking strategies.
e. Site and building design should strive to meet LEED Gold Criteria.
f. Allow for a mix of office, residential, neighborhood retail, restaurant uses to locate in the TOD.
g. Encourage buildings that reduce energy consumption and have user-friendly features such as operable windows, light handling and shading devices, natural daylighting, low VOC materials, and other materials and systems that support healthy indoor air quality.

D. Related Controls and Documents. The Thanksgiving Station TOD Design Standards are designed to supplement the regulations established in the Thanksgiving Station TOD Area Requirements ('Requirements'). The regulations set forth in the Requirements replaces Chapter 38 Transit Oriented Development Zone (TOD) and the Standards replace Chapter 37 Design Standards in the Lehi City Development Code. This document provides detailed design criteria on urban design, landscape, and architecture to guide a comprehensive approach to the aesthetic quality, functionality, and livability of the overall development. These Standards will ensure Thanksgiving Station TOD becomes a special place for Lehi residents and functions as a true TOD by leveraging the benefits of alternative modes of transportation to shape an urban neighborhood focused on the pedestrian experience.

All developments within Thanksgiving Station are subject to review by the Thanksgiving Station Architectural Review Committee (ARC) for final approvals to ensure that proposed building design satisfies the requirements set forth in this document.

Section 2. Multi-Family Residential Design Standards

A. Purpose and Application. This section is intended to create multi-family developments that will establish a distinct neighborhood for Thanksgiving Station, with sustained quality and adequate amenities, and will enhance a sense of community. Reference imagery contained in this section is emblematic of farm/agrarian industrial, contemporary farm/agrarian industrial, and contemporary architectural style and character. This style and character should influence the design of multi-family development within Thanksgiving Station.

B. Architectural Standards

1. **General Design Concepts.** New development should be designed for its specific context within Thanksgiving Station. Each building should be designed such that the overall development is cohesive. Building architecture, exterior materials and colors should be coordinated to prevent repetitive design and give the impression of a neighborhood built over time.

2. **Side and Rear Facades.** These Standards shall be applicable to all sides of a building fronting a street, public or private, or public park, with each applicable façade required to meet the terms of this section.



(Left). Lighter more contemporary palette with dark accents. (Right). Warmer material palette with dark accents. Both buildings utilize similar building materials but are varied to give diversity and variety.

3. **Building Materials.** The majority of each façade, meaning 51 percent or more of the wall area excluding windows and doors, shall be constructed of brick, stone, architectural textured concrete, fiber cement siding, wood, metal, luxury EIFS, or other durable building material. Stucco and EIFS shall not be used on prominent corners or hierarchal architectural features. Building materials should coordinate; however, materials should be varied to give diversity and variety to the project.

4. **Color.** Each building should have a coordinated color scheme, however not every building should be constructed from the same color scheme. Building colors should be selected to establish diversity and variety within the project.



(Left). Townhome style ground floor units include stoops and raised planters to create privacy through a grade separated entrance in the base of a multi-family building. (Right). These townhome style units ground floor entrances that orient to a publicly accessible open space.

5. **Townhome Building Entrances.** The primary entrance and front façade of individual townhomes or townhome-style ground floor units within a development shall be oriented toward streets, parks, courtyards, or public open space.



Left). Lobby entrance facing the street is recessed and articulated with more glass, awning, signage, and lighting to clearly distinguish within the architectural treatment of the base. (Right). Ground floor unit is elevated slightly above the street but has direct access via a stoop to the street as well as from a corridor internal to the building access from a shared building lobby.

6. **Building Entrances.** Multi-family buildings, whether apartments or condominiums, shall provide the following building entrances facing a street:

   a. One primary street entrance connecting to interior hallways, stairwells, and elevators for all residents to use.

b. Individual street entrances, patios, porches, and stoops shall connect ground floor units to sidewalks to the best extent possible. Exceptions are ground floor units facing Ashton Boulevard or Executive Parkway, or where topographic conditions create physical limitations.



Left). Even with a simple material and color palette, the building utilizes a central massing break to create two symmetrical but smaller building frontage elements to avoid a monolithic frontage. (Right). Building utilizes an asymmetrical break and change in material to provide variation in the facade plane.

7. **Architectural Variation.** Multi-family buildings, apartment or condominium style, shall be designed so that a single building frontage should not be longer than 200 feet without a change in plane of at least 2 feet deep and 15 feet wide.



(Left). Sawtooth treatment of the roofline gives a distinct form to the building. (Right). Building design uses smaller building forms, step downs, and low-rise building forms to create visual interest and movement in the collective roofline of the building.

8. **Form and Massing.** Building form should be considered when designing multi-family dwellings to create visually engaging compositions. The following architectural features shall be incorporated into the design of all multi-family buildings:

   a. **Varied Roof Lines.** Buildings shall be designed with variations in building roof lines to create visual interest and a distinctive street frontage. The dominant building height should not exceed 70% of a building frontage. This may be done through varied parapet heights, recessed

elements, articulated rooftops, step downs, hip and/or vaulted roofs, loft-style units with higher ceilings on highest floor, framed elements, or any other similar building features that vary roof profiles.



(Left). Building utilizes both a variation in size of windows and staggered window spacing to create visual interest within the facade, while highlighting the resident entrance through more glass vertically expressed. (Right). Building utilizes a more regular grid pattern for windows but groups windows to emphasize vertical expressions in the building facade.

b. Architectural Window Articulation. Each façade should be designed to create visual interest and distinctive buildings through variation in opening size, varied and/or orderly grouping of windows, articulation of windows (sills, mullions, fins, etc.), or the use of recessed windows.



(Left). Building composition includes recessed elements and a step back on the top floor for a corner rooftop amenity covered with a unique canopy structure. These features bring visual interest and enhance the overall public realm experience providing an elevated amenity space with an outward public expression. (Right). The break in the building creates small building massing of differing material compositions while introducing natural light by exposing the corridor and creating visual connections with the external environment.

c. Façade Articulation. Each façade shall have variation in plane depth, accomplished through elements such as: variation in footprint setbacks, upper-level step backs, recessed entries, or offsets in the general plane of the façade, including columns, pilasters, fins, or ribs.

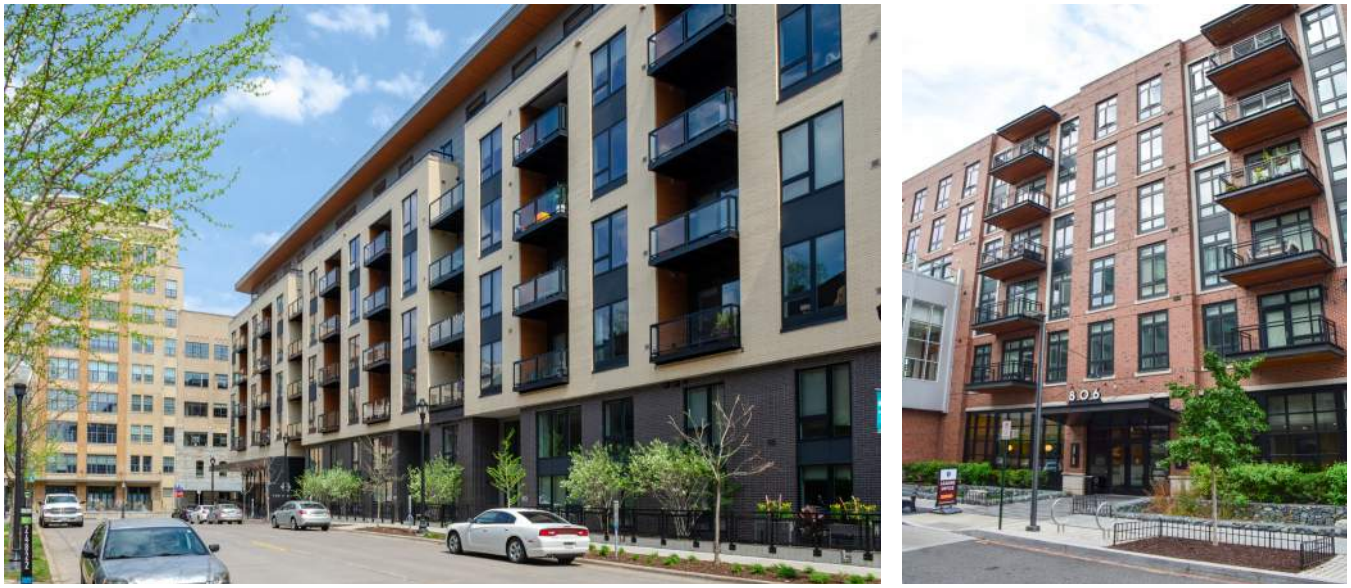


(Left). Recessed base, increased use of glass, and material change helps to distinguish the lower level from the upper floors of the building. (Right). While material changes and how the building expresses itself through the full height of the building to create the impression of a collection of smaller urban buildings, the increased use of glass compared to the smaller window openings on the upper floors of the building help distinguish the base and ground the building.

d. Vertical Separation. Buildings in excess of 2 stories in height should generally exhibit architectural detailing that establishes a vertical separation between lower and upper stories. This may be accomplished by a change in material, style or color, recessed base, enhanced floor-to-floor dimensions, or other methods. Upper floor building treatments are permitted to express themselves to grade, so long as the ground floor use is articulated as follows:

i. Storefront or increasing glazing, awnings or more glazing for retail, amenity, lobby, and other common building areas.

ii. Articulated individual entries for residential, such as stoops, patios, or porches.



(Left). Recessed balconies are utilized to create unique patterning within the building facade. (Right) Building uses projecting balconies to create depth and articulation within the building facade.

e. Balconies, Porches, and Patios. Balconies, porches, and patios shall be incorporated to articulate building facades and activate the ground floor. Balconies, porches and patios may

be recessed and/or projecting with a minimum depth of 5 feet and at least 50 square feet in size. Incorporation of Juliet balconies may also be considered.



(Left). Corner feature includes enhanced materials and recessed entry to help emphasize the entry to the building. (Right) Building uses a recess in building massing, awning, and signage to highlight the entrance.

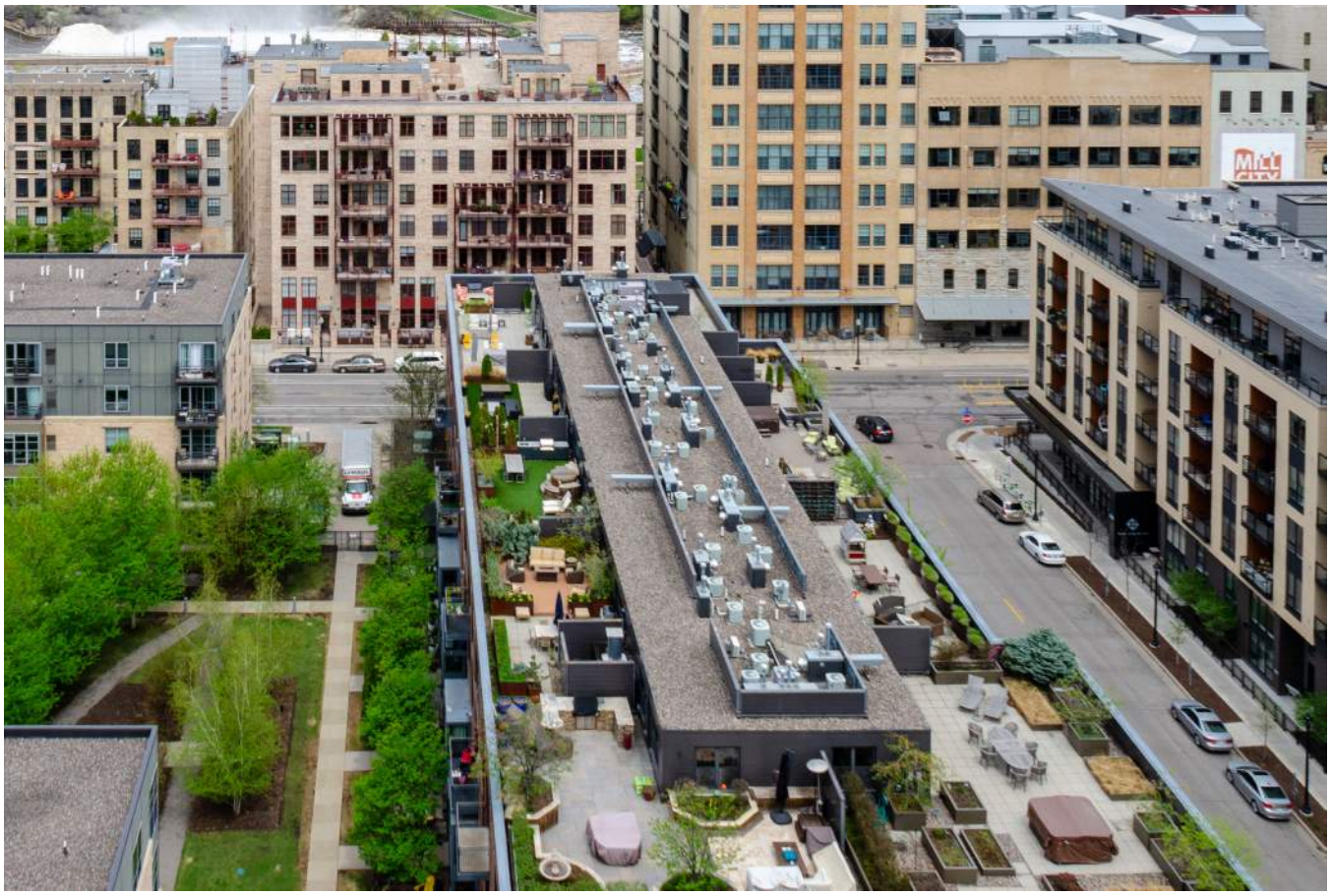
f. Entrances. Primary entries of each building shall be emphasized through changes in wall plane and building massing. Exterior stairs and other entry accesses shall be integrated into the overall building design.



(Left). The angled facade planes create unique massing and building forms that create visual movement in how light, shade and shadow change throughout the day influencing how the building is perceived from various perspectives. (Right). Building setback at the corner creates a small plaza that is activated by ground floor commercial uses and public art.

g. Public Street Orientation. Large windows, porches, entryways, and other entry features shall be oriented toward public streets and active common spaces. Prominent corners shall receive special treatment to create visual focal points. Corner treatments may include but are not limited to:

i. Tower elements
ii. Variations in height (step downs or low-rise building elements)
iii. Larger scale windows, openings, and entry ways
iv. Enhanced or articulated massing/materials
v. Setbacks for public spaces and/or public art



(Above). Mechanical and utility equipment is located away from perimeter building edges and/or behind low parapet walls to not only screen from view but create opportunities for rooftop amenity spaces.

9. **Screening.** Mechanical and utility equipment on the roofs of buildings shall be located or screened so as not to be visible from public and private streets. Screens shall be aesthetically incorporated into the design of the building and may include such treatments as balustrades and parapet walls. If visible from public view, screening materials should be compatible with those of the building.

Section 3. Retail Design Standards

A. Purpose and Application. This section is intended to guide the development of an urban, walkable, pedestrian-oriented retail destination for Thanksgiving Station TOD, Thanksgiving Point, and Lehi as a whole. Reference imagery contained in this section is emblematic of farm/agrarian industrial, contemporary farm/agrarian industrial, and contemporary architectural style and character. This style and character should influence the design of retail development within Thanksgiving Station, especially for free standing retail structures that provide the opportunity to create distinct placemaking moments through their design.

B. Architectural Standards



(Top Left). Enhanced fenestration, operable windows, and outdoor dining areas gives the building a strong relationship to the sidewalk experience both day and night. (Top Right). Ground floor retail in the base of a residential building includes operable storefronts to increase glass along street frontage and outdoor dining space. (Bottom Left). Barn structure is a restaurant fronting onto a public plaza with a minimum of 40% of frontage being glass. (Bottom Right). Grocery store with operable windows for the cafe function of the store.

1. Street Facades.

a. Retail uses should maintain a strong physical and visible relationship with the sidewalk experience.

b. The façade facing the street frontage shall include large windows with transparent, non-reflective glass. Opaque, heavily tinted, or reflective glass should not be used on the first

floor of a building facing the street. When glass is tinted, it should allow for a minimum of 60 percent light to pass through the windows into the building.

c. A minimum of 40 percent of the façade area on the first floor facing the street shall consist of glass. Where a building is located on a corner lot, a minimum of 40 percent of each retail façade on the first floor should consist of glass.

d. Where appropriate, retail uses should include an operable storefront to allow encourage stronger indoor/outdoor relationships with the public realm (streets, parks, plazas, paseos, etc).



(Top Left and Bottom Right). Hierarchal massing features should be designed with adjacent buildings in mind to highlight entrances, create focal points, and visual interest through layer massing elements within public spaces. (Top Right and Bottom Left). Buildings utilize different materials, textures, facade plane changes, and roof pitch angles to highlight storefront entries.

2. Architectural Features.

a. The hierarchal architectural features at building entrances shall include at least two of the following features:

i. differing exterior materials;
ii. awnings or canopies;
iii. decorative lighting;
iv. increase amount of glass such as side or transom windows; and
v. articulations in the facade.

b. Buildings with multiple entrances should have at least two separate hierarchal features to distinguish entrance locations.



(Top Left and Top Right). Freestanding retail building illustrating different ways in which to articulate a similar building form to create visually attractive retail buildings. (Bottom Left). Mixed use buildings that integrate retail and active storefronts into the overall design of the building. (Bottom Right) Unique building form for an ice cream shop that creates a unique building form that helps activate an urban plaza.

3. Massing:

a. Buildings shall be designed as three-dimensional forms with articulations in each façade. Façade articulations are typically included at building entrances, hierarchal building features, and to breakup long sections of wall area on the ground floor. In a mixed use building, ground floor retail should be clearly defined, have an increased floor-to-floor height, and designed in conjunction with the broader building.





(Left). Freestanding retail building on a park space designed with operable windows and outdoor seating areas. (Right) Retail base includes operable windows, outdoor dining, and an accessible rooftop terrace offering views and additional pedestrian spaces overlooking a plaza.

b. Free-standing retail buildings should be designed with rooflines utilizing stepped parapets, hip and/or vaulted roofs, domes, and/or other distinct roof forms.

c. Free-standing retail buildings located on a park or plaza space should be designed in a manner that helps activate those spaces, such as operable windows, rooftop decks, unique building forms, or similar treatments.




(Left). Grocery store is accessed from a pedestrian paseo that has direct access to the street sidewalk. (Right). Multiple retail tenants within the facade have individual entries with the corner retail use having its entry at the corner.

4. Building Entrances:

a. Public entrances shall be developed on all buildings to face streets, paseos, courtyards, plazas, or other public spaces.

b. Buildings located on a street corner should either provide a corner entrance or provide two individual entrances facing each street.



(Above). All images show examples of buildings appropriately applying approved exterior building materials.

5. Building Materials:

a. Brick, stone, architectural grade metal, fiber cement, concrete, and wood are required as primary building materials. Stucco and EIFS shall not be used on architectural features and pop-outs in a façade, but are allowed on recessed wall areas, walls between entrances, and between hierarchal architectural features for no more than 25% of the facade.





(Left). Freestanding retail frontage uses varying parapet heights to screen mechanical and utility equipment on the roof. (Right) Retail village with farm-style shed roofs with clerestory roof projections create voids within roof forms to discretely hide mechanical and utility equipment

6. Screening:

a. Mechanical and utility equipment on the roofs of buildings shall be located or screened so as not to be visible from public and private streets. Screens shall be aesthetically incorporated into the design of the building and may include such treatments as balustrades and parapet walls. If visible from public view, screening materials should be compatible with those of the building.

Section 4. Office Design Standards

A. Purpose and Application. This section is intended to guide the development of urban office building(s) within the Thanksgiving Station TOD. Office is an important part of creating true live-work environment by transit and is envisioned for a prominent corner within the TOD neighborhood. Reference imagery contained in this section is emblematic of farm/agrarian industrial, contemporary farm/agrarian industrial, and contemporary architectural style and character. This style and character should influence the design of office development within Thanksgiving Station and presents the potential to create a distinct visual gateway into the neighborhood from the transit station.

B. Architectural Standards



(Left). Office building utilizes larger clear glass on base and smaller windows on the upper floors. (Right). Building compositionally consists of two architectural treatments to create the appearance of two smaller buildings. A portion of the building is predominantly all glass with horizontal metal panels and spandrel glass juxtaposed alongside a more solid facade with punched openings.

1. Street Facades.

a. The façade facing the street frontage shall include large clear glass windows on the street level and smaller windows may be allowed on the upper floors. Opaque, heavily tinted, or reflective glass should not be used on the first floor of a building facing the street. When glass is tinted, it should allow for a minimum 60 percent light to pass through the windows into the building.

b. Buildings fronting a street shall provide glass at a minimum of 30 percent of the façade area on the first floor facing the street. Where a building is located on a corner lot, a minimum of 30 percent of each façade facing the street on the first floor shall consist of glass.



(Left). Building uses a central recessed element to create articulation in the facade combined with more glass, awning, and signage to identify building entrance. (Right). Increase fenestration, material changes, and a projecting trellis structure creates a portal to highlight the building entrance and provides articulation in the building facade.

2. Architectural Features:

a. Buildings shall have hierarchal massing at building entrances. Building entrances shall include at least one of the following features:

i. roof tower feature;
ii. pitched roof feature;
iii. parapet extensions or height variation;
iv. articulation in the façade; and
v. other comparable features as approved by the ARC.



(Left). Glass is used to contrast more solid facade planes, create feature elements compositionally that illuminate differently at night, and to bring focus to primary building entries. (Right). Rooftop step back creates movement in the roofline of the building.

b. The hierarchal architectural features at building entrances shall include at least two of the following features:

i. differing exterior material types;
ii. awnings or canopies;

iii. decorative lighting; and
iv. increased amount of glass.

c. When applicable and/or grade changes allow, through-lobbies should be considered to connect internal courtyards to streets.



(Top Left) Office design included covered walkways made with perforated metal screens to reduce solar heat gain from the southern exposure. (Top Right). The unique form of the building gives the impression a 'shed' structure floating over a glass box, with vertical circulation (elevator and stair tower) being celebrated with a mural as well as breaking down the horizontal scale of the building. (Bottom) Office building with a flat roof line utilizes vertical fins, cantilevered upper floors, recessed wall areas, and angled facades to create facade articulations and visual interest.

d. An office building façade shall include at least three of the following features:

i. awnings or canopies;
ii. covered walkways;
iii. decorative lighting;
iv. string course;
v. spandrel glass or curtain wall systems;

vi. fins, louvers, or other shade devices;
vii. angled, cantilevered, curved building forms;
viii. projecting and/or recessed building elements;
ix. wainscot of a minimum 30 inches in height except for under windows; and
x. other comparable architectural features as approved by the ARC.



(Left) Office utilizes distinct fenestration patterning on the upper floor, recessed base, and enhanced glazing at the entry that connects to a rooftop amenity to create building articulation. (Right). Building composition includes several changes in facade plane creating movement and depth while emphasizing the corner condition.

3. Massing:

a. Buildings shall be designed as three-dimensional forms with articulation in each façade. Façade articulations are typically included at building entrances and hierarchal building features to break up long sections of wall area.

b. Buildings shall be designed so that a single building frontage does not exceed 200 feet without a change in plane of at least 2 feet deep and 15 feet wide.

c. Office buildings may have flat roof lines with architectural variations occurring through other means as required by this section.

d. Sites that have changes in grade should integrate the grade change into the design of the building. The building and its foundation may be used as a method of retaining grade.



(Left and Right) Both office buildings include stepping in the facade to hold an urban street frontage on a sloping site.




(Left) In addition to holding a perimeter street, office building actively engages a central plaza. (Right). Office building frames an active courtyard space with a covered walkway that links the lobby directly to an adjacent parking facility.

4. Building Entrances:

a. Public entrances shall be developed on all new buildings to face streets. Entrances are optional along Executive Parkway and Ashton Boulevard to prioritize internal streets to promote better connectivity within the broader development and associated parking areas.

b. Where a building(s) orients around a courtyard or plaza space, through lobbies are encouraged to create secondary entrances and facilitate better connectivity between open space amenities and streets.




(Left) Darker material palette consists of architectural grade metal panel and glass with two recessed elements, one to highlight the lobby entrance and the other to highlight a rooftop deck. (Right). Lighter material palette consisting of brick, wood metal, and regular window pattern. A building recess provides a common outdoor balcony on each floor, breaking up the buildings massing to create smaller facade elements and creates movement in the roofline.

5. Building Materials:

a. Brick, stone, architectural grade metal, fiber cement, spandrel or curtainwall glass, wood, or luxury EIFS are required for primary exterior building materials.
b. Stucco and split face CMU may be used as a secondary material only. These materials shall not be used on main architectural features.

c. Luxury EIFS and architectural grade metal should not be used on the ground floor of a building near entries or heavily trafficked pedestrian areas.



(Above) Mechanical and utility equipment is screened behind tall parapet walls with materials and colors designed to blend into the overall buildings design and composition.

6. Screening:

a. Mechanical and utility equipment on the roofs of buildings shall be located or screened so as not to be visible from public and private streets. Screens shall be aesthetically incorporated into the design of the building and may include such treatments as balustrades and parapet walls. If visible from public view, screening materials should be compatible with those of the building.

Section 5. Parking Structure Design Standards

A. Purpose and Application. Parking structures allow for the consolidation of parking in order to shape a more pedestrian-oriented experience within a TOD. This section is intended to guide the development of freestanding parking garages that expose edges to a street versus being lined by another land use. Parking structures when treated like a building or artfully screened have the ability to be integrated into urban environments in a manner that can enhance the human experience. Reference imagery contained in this section is emblematic of the type of treatments that should be explored to treat exposed parking garage edges within the TOD.

B. Architectural Standards





(Left) Ground floor retail use in the base of the parking structure would follow the Retail Design Standards in the document. (Right). Example of a liner condition on a parking garage and the intent of limiting the parking structure from project no more than one floor above the liner building, which factors in the appearance of a step back to the building on the upper floor.

1. Street Facades.

a. Above grade parking structures shall incorporate liner buildings, or liner, with active uses (i.e. residential, office, and/or retail land uses). For residential buildings, where parking serves predominantly residential uses, a liner is required on all sides of an above grade garage facing a street, paseo, or park. For shared office/residential parking structures, liner is required on at least two sides at a height no less than one story, or 10 feet, below the top surface level of parking structure. Example, if a parking structure parks on the roof at level 7, the roof of a liner residential building would need to be at level 6, which is equivalent to a 5-story liner building.

b. When two sides of a parking garage are exposed, façade treatments should screen while allowing for natural ventilation, to the extent possible.

c. Liner buildings shall utilize the appropriate combination, as applicable, of architectural standards from this section. For example, ground floor retail frontages shall meet the Retail Design Standards and upper floors for residential uses shall meet the Multi-family Design Standards.











(Top 2 Images) Example of when a parking structure is treated artful it can be a terminus or focal point contributing to the overall placemaking experience. (Bottom 3 Images). Parking structure was designed in a manner that integrates with the mixed use campus that it serves utilizing the elevator and stair to create a tower feature and opportunity for signage and branding.

2. Architectural Features (Exposed Parking Structure):

a. Design shall clearly identify lobbies and entrances not associated with liner buildings or uses.

b. Parking structure pedestrian and vehicular entrances and/or access points should consider the following features to improve access and wayfinding:

i. differing exterior material types;
ii. awnings or canopies;
iii. decorative or enhanced lighting; and
iv. increased amount of glass, as applicable.

c. Street-oriented parking structure facades should conceal or effectively reduce the impact of parked cars and light sources from the exterior view for the full height of the structure.



(Left) Example of exposed parking structure in pedetrian-oriented urban neighborhood that utilizes a series of decorative panels, feature walls, and changes in facade plane to create a visually attrative parking structure. (Right). Parking structure facade is organized compositionally like a building with a distinct base, fenestrations, and a series of features walls of varying materials, one of which was use for signage.

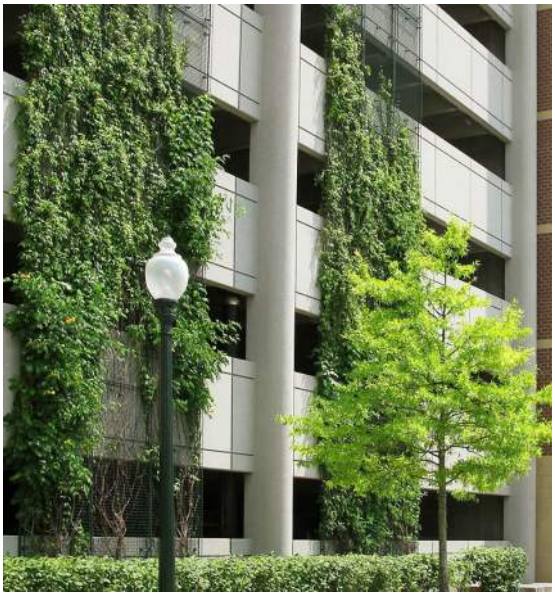
d. A parking structure façade shall include screening elements for at least 30 percent of exposed parking structure, designed to coordinate or compliment the design of liner buildings and/or associated buildings. Parking structure facades shall include at least one or a combination of the following screening elements, as appropriate:

i. patterned and/or dimensional metal perforated screens;
ii. decorative concrete panels;
iii. awnings or canopies;
iv. feature walls with punched opening and/or murals;
v. spandrel glass or curtain wall systems;
vi. fins, louvers, or other shade devices;
vii. plant materials (vines, etc.); and
viii. other comparable architectural features as approved by the ARC.









(All Above Images) Examples of exposed parking structure using appropriate materials.

3. Building Materials:

a. Brick, stone, architectural textured concrete, architectural grade metal, perforated metal panels, fiber cement, spandrel or curtainwall glass, plant materials, and wood shall be used for exterior parking structure materials.

Section 6. Urban Design Standards

A. Public Spaces and Places. The public spaces and places network is comprised of a variety of public spaces and places, of different sizes and scales, connected to each other by highly pedestrianized streets, trails, and pedestrian walkways.

Each park, plaza, or promenade has a distinct character and function within the overall network and are intended to be enjoyed at various times of the day and week by residents, employees, and visitors alike. Each space should be intentionally designed to provide a unique experience and program elements intended to allow people to gather, play, stroll, relax, dine, and shop.

1. **The Urban Promenade.**

    a. The Urban promenade will be a linear park/promenade that links the Lehi Front Runner station, new development, Thanksgiving Point, and existing office development to one-another. This should be designed in a manner that allows for a variety of low-speed, personal mobility options (pedestrians, bicycles, e-scooters, etc.) to co-exist in an off-street environment.

2. **The Central Green.**

    a. The Central Green will provide a mix of both soft and hardscape environments that allows for a variety of programmed and non-programmed events to take place. This should be designed in a manner that promote its use by residents, employees, visitors, and the greater Lehi Community.

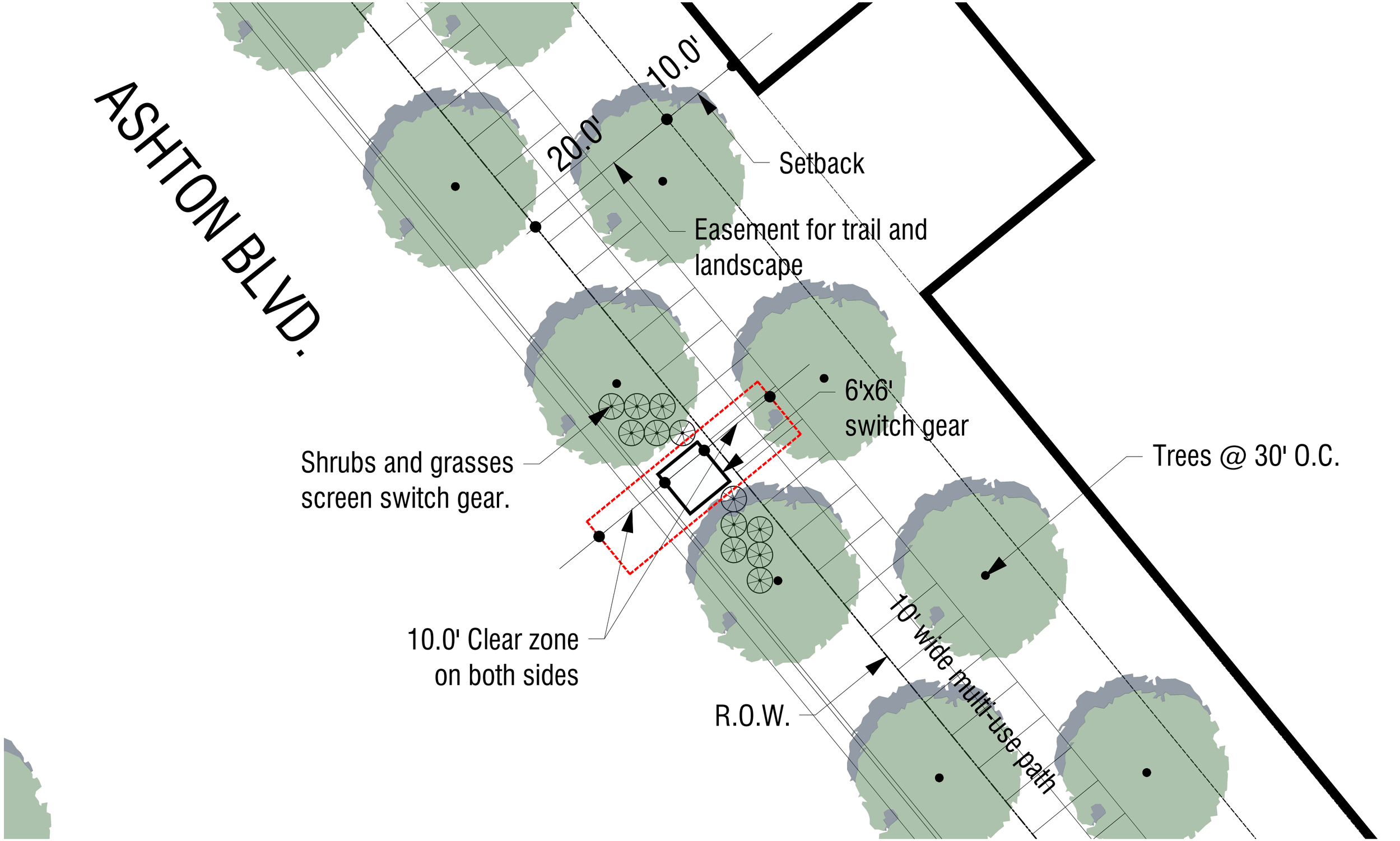
3. **The Plaza.**

    a. The Plaza will be the heart of the TOD for generations to come. Designed as primarily a hardscape urban plaza, this will be where the Christmas tree is lit, farmers markets and art fairs are held, families bring relatives, and the community comes together. This will include the highest concentration of neighborhood retail, restaurants, and active ground floor uses both adjacent to and within the piazza.

4. **Streetscape.** Streetscape design will establish the overall character of the TOD creating rhythm and visual impact and highlighting areas of significance. Because there will be multiple users in the TOD, the streetscape and open spaces are intended to provide a common thread that ties all the various land uses and user groups together. Common materiality, furnishings, and wayfinding helps visitors understand they are within the Thanksgiving Station TOD.

A hierarchy of Streetscape design varies based upon specific street functions. Due to the mixed-use nature of the project, mixing uses vertically and horizontally, streets are classed not on specific uses on them, but on the role each street will play in the development and how the streets will interact with each other. The street network forms a coordinated whole, where each is different but carries common threads that create a unified development.

Power Gear Placement and Access



THANKSGIVING POINT | POWER - SWITCH GEAR ALONG ASHTON

All information provided is conceptual for discussion and/or illustrative purposes only, and subject to change without notice.

SCALE: 1"=10'

12/6/2022



THANKSGIVING POINT | POWER - SECTIONALIZER ALONG PRIAVE STREET

All information provided is conceptual for discussion and/or illustrative purposes only, and subject to change without notice.

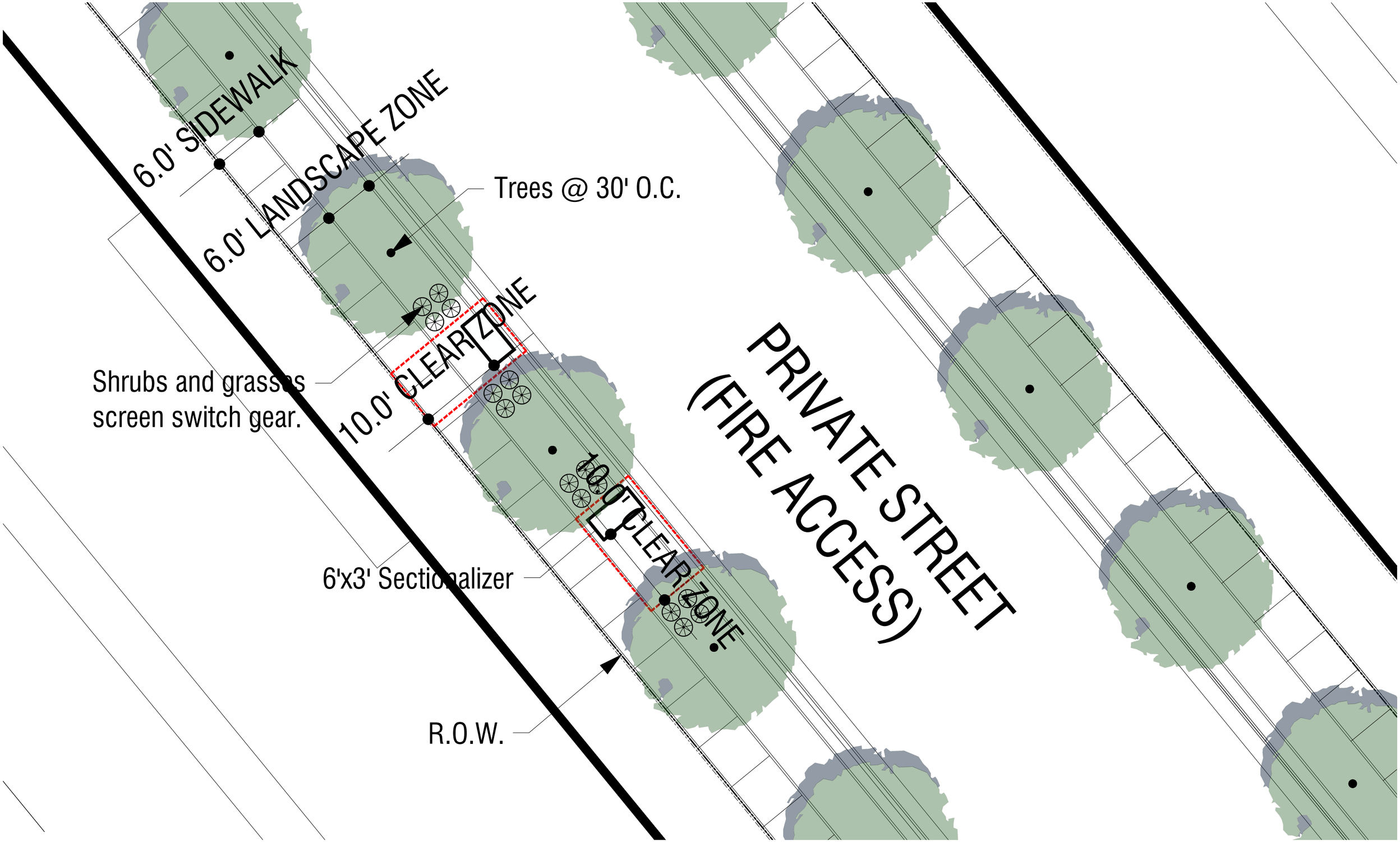
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12/6/2022

CIVIL 250



THANKSGIVING POINT | POWER - SECTIONALIZER ALONG PRIAVE STREET

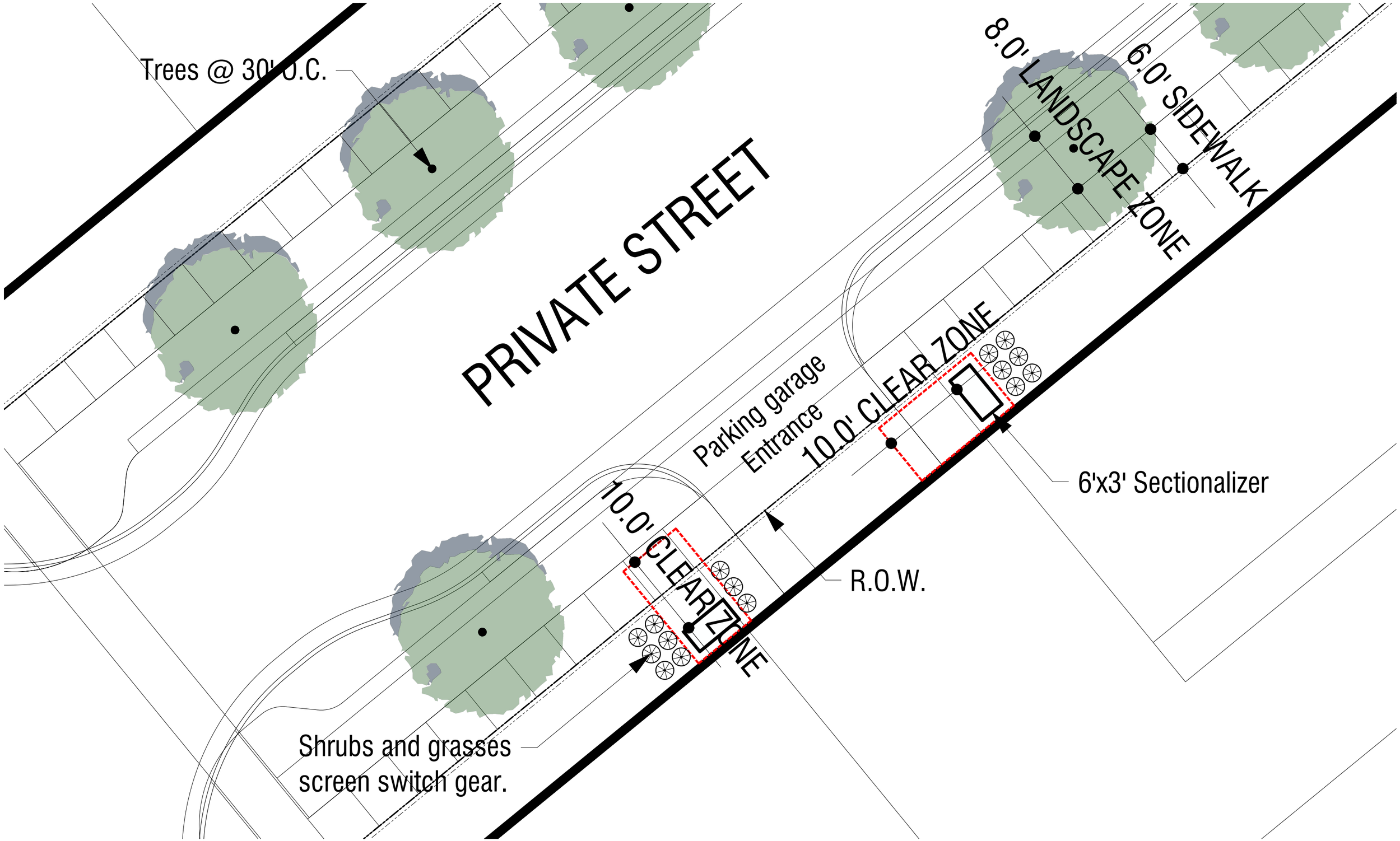
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CIVIL 251



THANKSGIVING POINT | POWER - SECTIONALIZER NEAR GARAGE ENTRANCE

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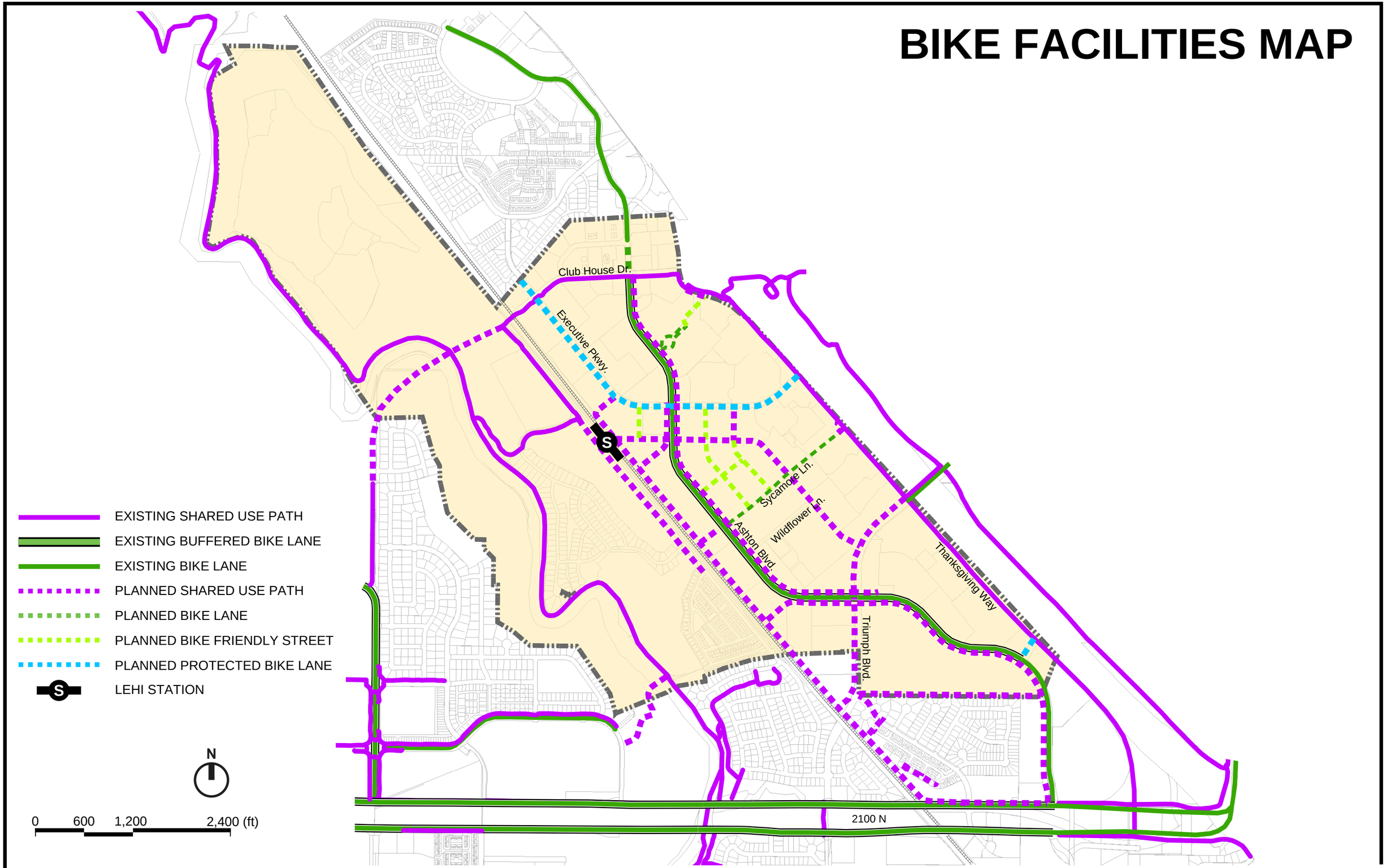
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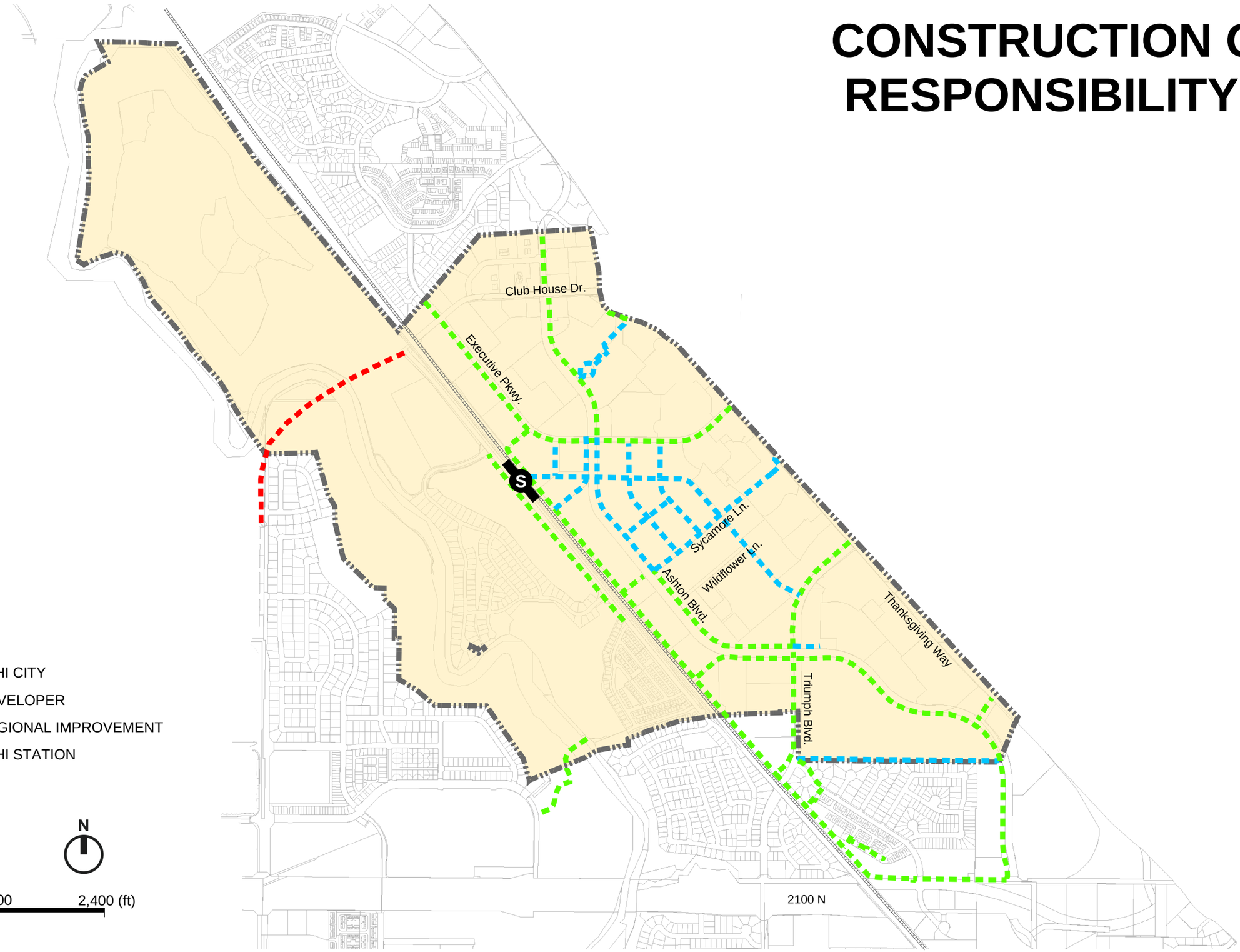
CIVIL 252

Bike Facilities Map and Cost Allocations

BIKE FACILITIES MAP



CONSTRUCTION COST RESPONSIBILITY MAP



255

Water Dedication Conditions

Water Dedication Conditions – Utah Transit Authority Property

Thanksgiving Point Area Plan

03/02/2023

Water dedications will be provided, in the required amounts, at Area Plan recording for all 1,800 multifamily residential units not located on the parcel currently owned by the Utah Transit Authority ("UTA"). Water dedication for all 200 multifamily residential units to be located on the UTA parcel shall be required prior to site plan approval by the Planning Commission for any portion of the UTA property. All water dedications for existing developed property in the area have been satisfied.

Chapter 28
Resort Community Zone

CHAPTER 28

RESORT COMMUNITY ZONE (RC)

(Amended 09/11/18; 08/09/22)

Section 28.010. Purpose and Intent.
Section 28.020. Resort Description.
Section 28.030. Minimum Eligibility Requirements.
Section 28.040. Allowed Uses.
Section 28.050. Public Support Requirements.
Section 28.060. Procedures for Establishment of a Resort Community Zone.
Section 28.070. Development Standards.
Section 28.080. Residential Design Standards.
Section 28.090. Development Approvals and Permits.
Section 28.100. Hospitality Incentives.
Section 28.110. Inspection and Occupancy.
Section 28.120. Variations from Development Code and Design Standards.

Section 28.010. Purpose and Intent.

The intent of the Resort Community Zone and this Chapter is to recognize and provide for the orderly development of certain properties as a tourist, convention, hospitality, business, and gathering destination and to provide for the implementation of the Lehi City General Plan. Furthermore, this ordinance and the standards for development contained herein are intended specifically to accomplish the following:

A. Recognize and promote the potential of Lehi City as the premier destination community in Utah and the Western States, with its strategic locale centralized among major population centers, public transit, and interstate transportation ways.

B. Recognize the uniqueness of Lehi's position in: Utah's technology sector, family-oriented tourist destination, and proximity to public transit. Encourage the development and operation of facilities catering to tourists, businesses, employees, local families, and convention/group-related events which will ultimately bring all levels of consumers to the City.

C. Capture previously unreachable tax revenues by providing an incentive for business owners, new residents, and retail operators from outside the state to locate in the new destination community of Lehi City.

D. Accommodate the mixed and progressive development of land, facilities, and buildings that intermingle various uses while maintaining a harmonious relationship, and while protecting the health, safety, and long-term welfare of the community.

E. Enhance local property values by creating a property use zone that is completely unique to the State and surrounding states, and that attracts world-class business operators.

F. Support public service entities such as Police and Fire Departments by dedicating land or utilizing certain space within the Resort Community Zone at no cost to the City.

G. Allow the City to more quickly realize retail tax revenues by providing for the timely development of the resort property through an expedited approval and permit process of individual projects.

H. Allow the City to encourage and facilitate more detailed and specific planning and analysis for certain areas of the City.

I. 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.

An application for approval of a Resort 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 Resort Community Zone is preferable to traditional zoning. Approval for use of the Resort Community Zone lies at the discretion of the City Council.

Section 28.020. Resort Descriptions.

A Resort Community Zone may include a cohesive and complimentary mixture of land uses, including commercial, residential, recreational, and/or business park. A Resort Community Zone shall largely include facilities and venues that have a destination orientation, commercial uses and residential projects that encourage use by tourists and visitors from outside the City as well as residents and employees that live and work in the Resort Area. Uses should focus on services for tourists, visitors, and the local community.

A unifying design and operating theme should unite the varied and mixed uses. Development should promote creative property configuration with usable public and private recreation areas, parks, pedestrian areas, and open space.

Section 28.030. Minimum Eligibility Requirements.
A property that is eligible for establishment as a Resort Community Zone must meet the following requirements:

A. The property must include a minimum area of seven hundred (700) contiguous acres.

B. Forty-five (45%) of the property shall be used for facilities and venues that are considered tourist, hospitality, or resort destinations. 35% of the property may be used as non-resort commercial. 20% of the property may be used as residential (residential uses not to exceed 20% of total property by acreage) as defined in an approved Area Plan.

Definitions:
Residential – Residential is a parcel used for permanent dwelling. Residential designation includes private roads, single family residences, multifamily dwellings, condominiums, apartments, townhomes, etc.
Commercial – Commercial uses shall be parcels whose use includes commercial office, convenience stores, and non-food service retail uses.
Resort – Resort uses are parcels used for hospitality and tourism. Hospitality is defined as the reception, housing and entertainment of visitors or guests. The following uses may be considered: hospitality, food service, convenience stores, educational, entertainment, parks, golf course, civic uses, and museums.

C. The property in a Resort Community Zone is considered highly dependent upon traffic and visitors from outside the City and shall be located in the I-15 corridor, being immediately adjacent to the Interstate or adjacent to a major arterial transportation corridor. If the arterial corridor is not an existing corridor, the developer of the proposed Resort Community Zone shall be responsible for the construction of the corridor.

Section 28.040. Allowed Uses.
Each requested use must be authorized through an Area Plan that has been approved and adopted by the City Council pursuant to the provisions of Chapter 15, Area Plans, of this Code. Proposed uses will be reviewed for compatibility within the Resort Community Zone as well as compatibility with allowed uses in adjacent zones.

Section 28.050. Public Support Requirements
The large scale and public nature of a Resort Community Zone requires the specialized support of various public services. As part of the approval process, the City may require the property owners to make certain allowances within the Resort Community Zone property for public facilities and public support operations as follows:

A. Fire/EMS Sub-station. One half (1/2) acre of property shall be dedicated to the City, if deemed necessary by Lehi City, without cost whereon a Fire Substation may be constructed and operated by the City.

B. Police Sub-station. A facility or space within a facility shall be provided to the City, if deemed necessary by Lehi City, without cost wherein a Police Substation may be operated.

Section 28.060. Procedures for Establishment of Resort Community Zone. *(Amended 07/28/09)*

A. General Plan Amendment. All areas proposed for development as a Resort Community Zone shall require a General Plan Amendment in accordance with Chapter 4, Amendments, of this Code.

B. Master Development Concept Plan. Concurrent with any request to amend the Land Use Element of the General Plan to a Resort Community designation, a Master Development Concept Plan shall be submitted. A Master Development Concept Plan must be reviewed by the City Council, following Planning Commission and Reviewing Departments' evaluation, prior to property being designated as a Resort Community Land Use.

1. The Master Development Concept Plan gives the applicant, Reviewing Departments, Planning Commission, and City Council an opportunity to discuss the development prior to the General Plan land use being established and prior to the preparation of a more detailed Area Plan. The applicant can use the Master Development Concept Plan meetings to ask questions and receive direction on project layout, as well as discuss the procedure for approval, specifications and requirements for layout of streets, drainage, water, sewerage, fire protection, mitigation of environmental impacts, and similar matters, and the availability of existing services.

2. The Master Development Concept Plan shall cover the entire area proposed as a RC Zone and shall identify in general terms the following:
   (a) proposed land uses.

(b) overall layout and locations of uses including potential civic/religious uses.
(c) major infrastructure improvements that may be necessary.
(d) proposed site-planning standards including architecture and materials of buildings.
(e) park areas, open space areas, trails and other community amenities.
(f) proposed landscaping, buffering, and transitioning treatments.
(g) location of any critical lands.
(h) all other issues that must be addressed to allow a thorough informed review by the Reviewing Departments, Planning Commission, and City Council of the proposed Master Development Concept Plan.

3. To accommodate requests for changes to the Master Development Concept Plan, the City may allow the Master Development Concept Plan to be amended. Amendments shall follow the same requirements for initial review of a Master Development Concept Plan including review by the Reviewing Departments, Planning Commission, and City Council.

4. A Master Development Concept Plan shall be effective for a period of two years from the date that the Master Development Concept Plan is reviewed by the City Council, at the end of which time an application for a Zoning Map amendment and Area Plan shall have been submitted and under review by the City. If an application for Area Plan approval in conjunction with an application for a Zoning Map Amendment to the Resort Community Zone has not been filed within the two year period, the Master Development Concept Plan shall be void. The City Council may grant an extension of the Concept Plan according to the provisions of Section 10.120.

5. Properties designated as a Resort Community Land Use for which the Master Development Concept Plan has become void shall require the applicant to submit a new Master Development Concept Plan for review subject to the then existing provisions of this Code and General Plan.

C. Zoning Map Amendment and Area Plan. Following approval of a General Plan Amendment and review of a Master Development Concept Plan by the City Council, the applicant may prepare a Zoning Map Amendment and an Area Plan pursuant to the provisions of Chapter 4 and Chapter 15 of this Code. The establishment of a Resort Community Zone requires the City Council to review, approve, and adopt an Area Plan for those properties proposed for a Resort Community Zone, following receipt of a Reviewing Departments and Planning Commission recommendation, prior to approval and adoption of an Area Plan, the Reviewing Departments, Planning Commission, and City Council shall verify that the Resort development follows the general layout of the Master Development Concept Plan. The Area Plan must comply as closely as possible with the Master Development Concept Plan and shall cover the entire Resort Community Zone.

D. Effect of Area Plan Approval. If a proposed Area Plan is adopted by the City pursuant to Chapter 15 of this Code, all permits, licenses, and development must comply with the adopted Area Plan. Additionally, developers and builders must comply with the Lehi City General Plan, the Lehi City Development Code, and all other codes and ordinances of the City unless modified by the adopted Area Plan.

Section 28.070. Development Standards.

Where a Resort Community Zone proposes a mix of recreational and commercial or business park uses, the following development standards shall apply in addition to any other commercial development standards and TOD standards contained in this Code or the Design Standards and Public Improvement Specifications Manual, unless modified through an approved Area Plan:

A. Building Design. The proposed structures shall be complimentary to the surrounding architecture in terms of scale, massing, and exterior materials. Buildings adjacent to single family detached units shall be limited to 2 stories or 38 feet.

B. Parking. Large expanses of asphalt shall be reduced and broken into smaller parking areas through the use of parking lot landscaping. Parking lots shall include ample landscaping to buffer cars from neighboring properties including the use of berms and landscaped islands (see Section 12.090(C).

C. Access and Traffic. Adequate vehicular and pedestrian access must be provided. A traffic impact study shall be required as part of the Area Plan, in order to project auto and truck traffic generated by the uses proposed.

D. Roof Design. Roof design may be further defined as part of an approved Area Plan.

E. Materials. New buildings shall blend with the materials of surrounding buildings. Building materials

may be further defined as part of an approved Area Plan.

F. Signage. Signage of buildings shall be part of a coordinated signage system for the entire Resort development. Signage shall help unify the development and provide a positive image. Natural materials such as wood, stone, rock and metal with external illumination shall be used. The size and location of signage shall conform to the requirements and design guidelines of Chapter 23, Signs, of this Code.

G. Lighting. Outdoor lighting shall be screened by shields or hoods to prevent glare onto adjacent properties. The intensity of large fixtures shall be reduced by utilizing a larger number of smaller light poles of twelve (12) to eighteen (18) feet. Incandescent lights shall be used in smaller pedestrian spaces where quality light is especially important.

Section 28.080. Residential Design Standards.
The following design standards shall apply to any residential developments within a RC Zone including any defined sub-area or pod, or any residential project or development or any portion of a residential project or development. These standards are considered as minimum requirements for residential areas.

A. Single Family Design Standards. For all single family detached units, the following standards shall apply:

1. Product Mix. Single family detached areas shall provide a *variety* of home styles to ensure a diverse and interesting street scene. Neighborhoods that have nearly identical homes and streets without variation in product placement and form are not allowed. In order to ensure that the neighborhood is non-repetitive, the same home elevation or homes with the same color scheme shall not be built on adjacent lots on the same street or on lots directly or diagonally across the street from one another.

2. Corner Lots. Attention should be paid to corner lots. At least one home plan per neighborhood shall be designed specifically for corner home sites. This home plan is required to include wrap-around architecture to provide visual interest on both the front and corner side yard of the home, and the ability to turn the garage for side entry. An example would be continuing a full-wrap of material accent onto the side façade, adding a wrap-around porch, or facing the home on a diagonal towards the intersection.

3. Garages. The home and front yard rather than the garage shall be the primary emphasis of the front elevation. The garage shall not extend forward of the main architecture of the home. The use of side load/swing-in type garages is highly encouraged.

4. Wall Variations. Each exterior wall of the home shall have architectural variations. At least four (4) or more of the following architectural features shall be incorporated into the design: a change in building materials, building projections measuring at least three (3) feet in depth, roof line variations measuring at least three (3) feet in height, awnings and lighting, or another architectural variation that creates visual interest.

B. Multi-Family Design Standards. The standards found in Section 37.040 of this Code shall apply to all multi-family attached residential projects, unless the Area Plan provides alternative standards.

Section 28.090. Development Approvals and Permits.
Following the establishment of a Resort Community Zone, and approval and adoption of an Area Plan by the City Council, the applicant may prepare and submit applications for development approval including subdivision and site plan approval pursuant to Chapter 11, Application Requirements, of this Code with the exceptions to the review and approval procedures as noted below. The Applicant must make a complete submittal according to the requirements specified in Chapter 11 and the City's current application form(s) prior to the review of any development request by the City.

The City recognizes the importance of timely reviews when dealing with large scale resort projects. In order to facilitate and expedite the review process, the following review provisions shall apply to site plan and subdivision applications within the Resort Community Zone:

A. Expedited Subdivision Review Process.

1. Minor subdivisions. Subdivision review and approval may be granted by the Zoning Administrator and Public Works Director if all of the following provisions apply:
   (a) The subdivision includes less than ten (10) lots.
   (b) The subdivision does not require the construction of any public improvements or the dedication of any public right of way.

The Preliminary and Final plans may be submitted and reviewed simultaneously, and the Zoning Administrator and Public Works Director are designated by the City Council as the officers having authority, on behalf of the City Council, to approve and sign the final Document(s) or plat. The lots in a minor subdivision can be divided by a metes and bounds document or a plat. The Zoning Administrator or the Public Works Director may request input from the Reviewing Departments, Planning Commission, or City Council as deemed necessary. The requirement for a public hearing and noticing shall be waived for all minor subdivisions.

2. All other subdivisions shall require the City's standard procedures for review and approval of a subdivision plat.

B. Expedited Site Plan Review Process.

1. Site Plans with a total valuation, including building and all associated site improvements, less than 20,000,000 dollars may be granted review and approval by the Zoning Administrator and Public Works Director. The Zoning Administrator or the Public Works Director may request input from the Reviewing Departments, Planning Commission, or City Council as deemed necessary.

2. Site Plans with a total valuation, including building and all associated improvements, greater than 20,000,000 dollars shall follow the City's standard procedures for review and approval of a site plan including approval by the Planning Commission, following a review by the Reviewing Departments.

C. Subdivision and Site Plan submittals which qualify for review and approval by the Zoning Administrator and Public Works Director should be reviewed within one week of the date a complete submittal is filed with the City, and in no case shall the time to review the submittal exceed two (2) weeks.

Section 28.100. Hospitality Incentives.

The universal success of the City and the private developer within the Resort Community Zone is considered largely dependent upon the participation and use of certain hospitality services within the Zone.

One half (1/2) of the City Innkeeper Tax from the Resort Community Zone will be used to support advertising and promotional activities as mutually agreed upon by the City Council and principal owner in the Resort Community Zone or their designees.

Section 28.110. Inspection and Occupancy.

A. All development and construction shall be subject to inspection approval by City Building Officials. The applicant must make a complete submittal according to Lehi City Building Department's building permit submittal checklist prior to review of any building permit by the City.

B. If development exceeds the capacity of the City Inspection Staff, independent professional inspection services may be secured. The hiring of the independent professional shall be the responsibility of the City and the cost of inspection services shall be borne by the owner(s) of the Resort. The hiring of the independent professional shall be done in mutual agreement between the City and the owners of the resort.

C. All development and construction shall be subject to occupancy approval by City Building Officials.

Section 28.120. Variations from Development Code and Design Standards.

In the process of approving an Area Plan for a Resort Community Zone, the Planning Commission may recommend, and City Council may approve variations from applicable standards of this Code or the Lehi City Design Standards and Public Improvements Specifications Manual if all of the following conditions are met:

A. That the granting of the variation will not adversely affect the rights of adjacent landowners or residents.

B. That the variation desired will not adversely affect the public health, safety or general welfare.

C. That the granting of the variation will not be opposed to the general spirit and intent of this Chapter or the General Plan.

Utilities

THANKSGIVING POINT AREA PLAN
CULINARY WATER (Amended)

Introduction

Lehi City performed a water model analysis of the Thanksgiving Point Area. The provided information and documents represent a water system analysis specific to the amended Thanksgiving Point Area plan. For this analysis the following assumptions have been made:

1. Water source from connection to existing Lehi City water system
2. Future water source of Lehi City connection to Central Utah Water Conservancy District (CWP) pipeline.
3. Tank elevation of 4762 (Sand Pit Tank)

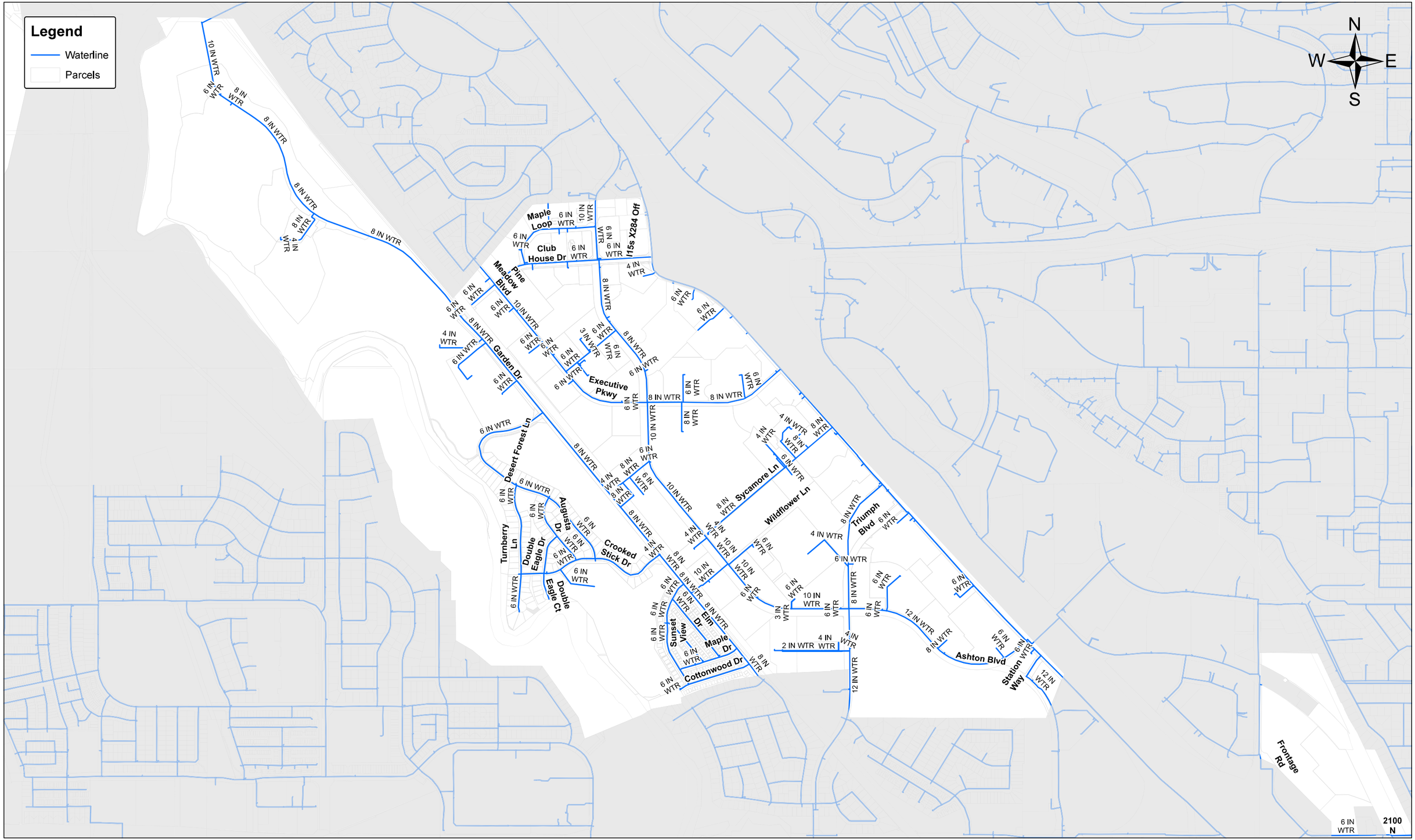
Design Criteria

-Minimum Pipe Size 6" Pipe (Roughness Coefficient = 130)
-ERU (Capita per Unit) = 3.8
-Average Flow 100 gallons per day per person
-Peak Instantaneous Flow 400 gallons per day per person (Peaking Factor = 4)
-Peak Hourly Flow 0.8 GPM/ERU
-Storage 400 gallons per day per connection ERU
-Source 800 gallons per day per connection or ERU
-Minimum Pressure 50 psi at peak flow at Junction J8892

Summary of Results

-Design Peak Hourly Flow = 1,600 gallons per minute
-Source Required 1,111 gallons per minute
-Storage Required, Tank 800,000 gallons (2.45 ac-ft)

Peak Instantaneous flow
Minimum Pressure 50.0 psi @ Junction 8892



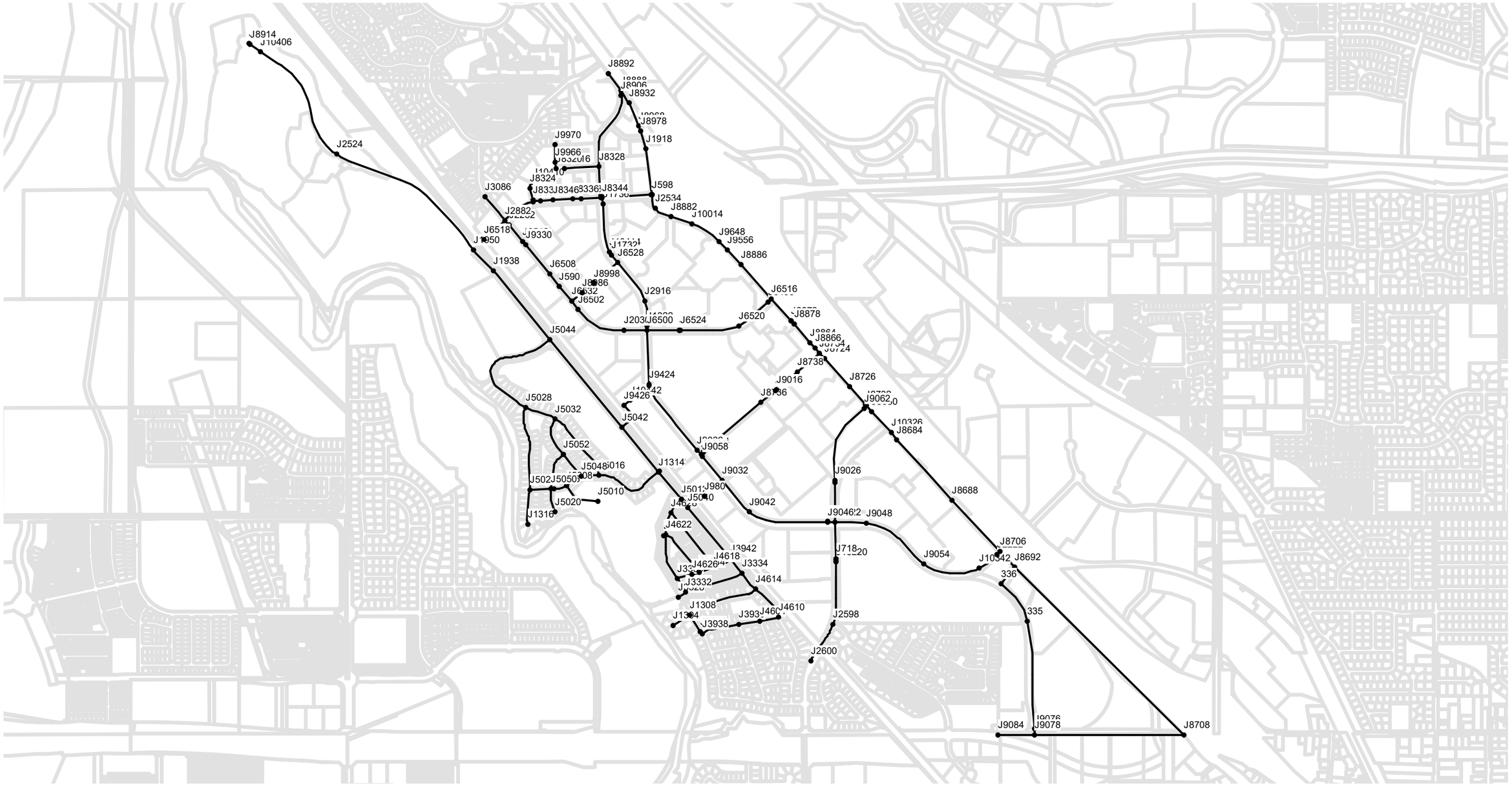
THANKSGIVING POINT

EXISTING CULINARY WATER SYSTEM

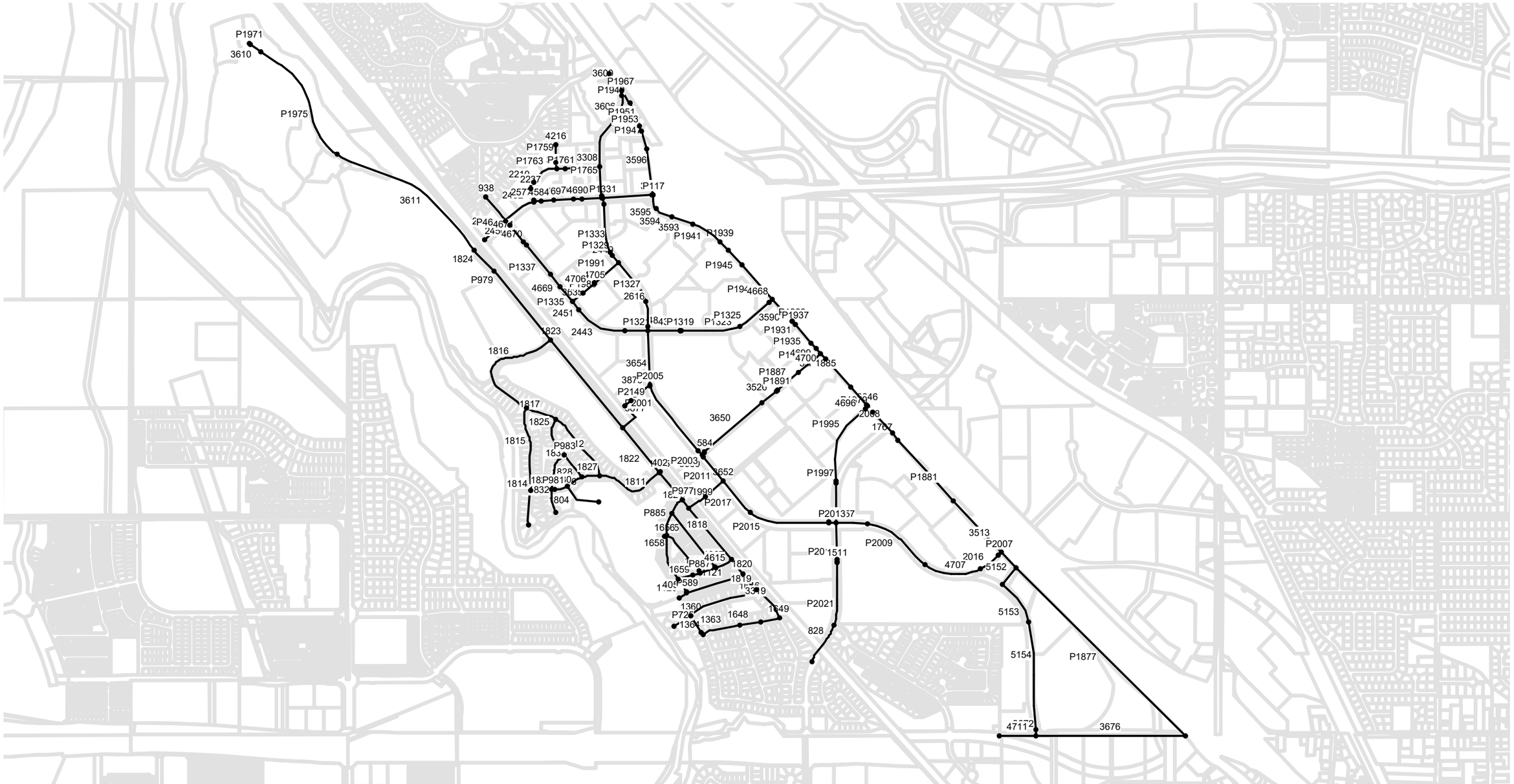
0 250 500 1,000 1,500 Feet

1 inch = 500 feet

CULINARY JUNCTION MAP



CULINARY PIPES MAP



CULINARY SYSTEM PRESSURE TABLE

Node ID	Elevation (ft)	Base Demand (gpm)	Pressure (psi)
Junc J10014	4611.45	0.00	62.51
Junc J10216	4552.17	0.00	90.76
Junc J10220	4552.17	0.00	90.76
Junc J10326	4595.14	0.00	67.71
Junc J10342	4566.76	0.00	80.01
Junc J10406	4580.05	0.00	75.57
Junc J10410	4570.01	0.00	80.19
Junc J10414	4568.47	1.42	81.09
Junc J10442	4547.24	0.04	91.17
Junc J1304	4524.67	0.44	103
Junc J1308	4526.71	2.50	102.12
Junc J1312	4550.13	0.00	90.33
Junc J1314	4549.57	0.68	90.57
Junc J1316	4508.23	1.50	108.23
Junc J1322	4559.02	0.00	85.34
Junc J1732	4568.18	0.00	81.23
Junc J1736	4583.10	1.19	74.66
Junc J1892	4548.98	0.00	90.08
Junc J1894	4548.95	0.00	90.09
Junc J1918	4623.52	0.00	57.06
Junc J1938	4563.12	0.00	83.89
Junc J1942	4580.09	0.82	75.52
Junc J1950	4572.87	0.00	79.57
Junc J2030	4556.00	0.00	86.68
Junc J2034	4550.85	0.00	89.57
Junc J2160	4531.10	0.27	99.27
Junc J2222	4573.10	0.00	77.26
Junc J2252	4561.78	0.00	83.77
Junc J2524	4566.01	25.41	81.98
Junc J2534	4606.92	4.98	64.37
Junc J2538	4567.26	0.00	81.4
Junc J2598	4544.85	0.00	94.39
Junc J2600	4522.41	0.00	104.43
Junc J2878	4568.73	2.54	80.66
Junc J2882	4562.40	0.17	83.49
Junc J2916	4562.86	1.65	83.63
Junc J3086	4568.64	0.29	80.7
Junc J3324	4524.41	0.00	102.23
Junc J3328	4518.11	0.37	104.96
Junc J3330	4525.75	0.82	101.6
Junc J3332	4524.48	0.00	102.21
Junc J3334	4539.86	1.19	95.74
Junc J3916	4524.87	0.10	103.02

Node ID	Elevation (ft)	ase Deman (gpm)	Pressure (psi)
Junc J6518	4574.08	0.00	78.43
Junc J6520	4590.85	1.07	71.68
Junc J6524	4567.19	0.00	81.91
Junc J6528	4567.59	0.00	81.5
Junc J6532	4552.43	0.00	88.07
Junc J6534	4566.04	0.00	81.92
Junc J718	4552.30	0.00	90.69
Junc J8316	4581.96	0.14	75
Junc J8320	4578.87	0.00	76.34
Junc J8322	4587.11	0.00	72.77
Junc J8324	4568.04	1.23	81.05
Junc J8328	4591.73	7.32	70.75
Junc J8332	4577.59	0.00	76.99
Junc J8336	4575.10	0.84	78.06
Junc J8338	4565.75	0.00	82.05
Junc J8342	4584.55	0.00	74.01
Junc J8344	4585.24	0.00	73.72
Junc J8346	4569.68	0.00	80.38
Junc J8680	4599.05	0.00	66.02
Junc J8684	4594.00	0.00	68.21
Junc J8688	4583.04	0.00	72.95
Junc J8692	4573.75	0.00	76.98
Junc J8706	4574.38	0.00	76.71
Junc J8708	4568.60	0.00	79.22
Junc J8710	4599.97	0.00	68.24
Junc J8724	4608.50	0.00	64.31
Junc J8726	4603.35	0.00	66.68
Junc J8732	4600.30	0.03	68.09
Junc J8734	4609.71	0.00	63.76
Junc J8736	4569.09	0.00	81.36
Junc J8738	4589.07	0.02	72.71
Junc J8864	4611.68	0.00	62.87
Junc J8866	4610.70	0.00	63.32
Junc J8870	4615.32	0.00	61.19
Junc J8872	4615.16	0.00	61.26
Junc J8876	4614.57	0.00	61.53
Junc J8878	4614.50	0.00	61.56
Junc J8882	4607.22	0.00	64.29
Junc J8886	4615.52	0.00	60.9
Junc J8888	4638.58	0.00	50.42
Junc J8892	4640.68	0.00	49.42
Junc J8906	4636.02	0.00	51.53
Junc J8914	4580.54	0.00	75.33

Junc J3936	4531.43	2.18	100.2
Junc J3938	4524.80	0.92	103.06
Junc J3940	4536.84	1.50	96.79
Junc J3942	4541.24	1.03	94.95
Junc J3944	4531.30	1.23	99.19
Junc J4604	4535.89	1.16	98.24
Junc J4610	4540.06	0.94	96.34
Junc J4614	4540.45	0.70	95.81
Junc J4618	4536.88	2.02	96.77
Junc J4620	4524.87	0.29	101.92
Junc J4622	4524.80	5.14	101.95
Junc J4626	4528.38	0.34	100.45
Junc J4628	4536.29	1.94	96.88
Junc J4630	4548.52	0.13	91.38
Junc J5008	4528.51	0.50	99.45
Junc J5010	4499.31	0.04	112.11
Junc J5012	4548.52	0.31	91.38
Junc J5016	4533.73	0.90	97.22
Junc J5020	4516.63	0.60	104.59
Junc J5022	4520.01	1.04	103.12
Junc J5028	4538.65	3.26	95.02
Junc J5032	4539.14	1.98	94.84
Junc J5036	4525.72	0.12	100.66
Junc J5040	4546.46	1.42	92.31
Junc J5042	4543.64	0.00	92.8
Junc J5044	4549.11	0.00	90.25
Junc J5046	4530.61	2.37	98.54
Junc J5048	4531.92	1.44	97.98
Junc J5050	4525.46	0.53	100.77
Junc J5052	4530.61	1.94	98.54
Junc J590	4553.31	0.00	87.64
Junc J592	4607.94	0.00	63.9
Junc J594	4607.91	0.00	63.91
Junc J596	4607.91	0.00	63.91
Junc J598	4607.94	0.00	63.9
Junc J640	4584.42	0.00	74.06
Junc J642	4584.38	0.00	74.07
Junc J6488	4566.83	0.00	82.06
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Junc J6492	4566.86	0.00	82.05
Junc J6494	4566.86	0.00	82.05
Junc J6498	4614.57	0.00	61.42
Junc J6500	4558.60	288.00	85.62
Junc J6502	4552.89	0.48	87.9
Junc J6508	4554.89	2.01	86.92
Junc J6512	4559.38	0.00	84.86
Junc J6516	4616.60	0.00	60.54
Junc J8932	4637.14	1.39	51.07
Junc J8968	4631.10	3.49	53.73
Junc J8978	4629.66	0.78	54.36
Junc J8982	4556.04	2.15	86.51
Junc J8986	4556.10	0.00	86.48
Junc J8990	4559.78	0.00	84.89
Junc J8994	4559.71	0.00	84.91
Junc J8998	4559.71	0.00	84.91
Junc J9006	4577.20	0.00	77.85
Junc J9012	4576.54	0.00	78.14
Junc J9016	4577.17	0.00	77.87
Junc J9020	4562.11	0.00	85.71
Junc J9022	4554.59	32.00	89.43
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Junc J9032	4547.51	0.00	91.85
Junc J9036	4547.90	0.00	91.41
Junc J9038	4547.64	0.00	91.56
Junc J9042	4549.67	0.00	91.12
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Junc J9076	4558.53	0.00	83.57
Junc J9078	4556.92	0.00	84.27
Junc J9084	4553.87	0.00	85.58
Junc J9330	4558.96	0.97	85.05
Junc J9424	4550.92	0.00	89.54
Junc J9426	4548.72	0.00	90.54
Junc J9556	4614.93	0.00	61.1
Junc J9648	4614.24	0.00	61.38
Junc J980	4545.01	0.00	92.93
Junc J9966	4581.99	0.00	74.99
Junc J9970	4587.11	1.81	72.77
Junc 335	4564.00	1.03	81.2
Junc 336	4566.00	0.00	80.34

270

THANKSGIVING POINT AREA PLAN
Pressure Irrigation (Amended)

Introduction

Lehi City performed a water model analysis of the Thanksgiving Point Area. The provided information and documents represent a Pressure Irrigation system analysis specific to the amended Thanksgiving Point Area plan amendment. For this analysis the following assumptions have been made:

1. Water source from connection to existing Lehi City Pressure Irrigation system.
2. Pond elevation of 4750 (Sand Pit Reservoir)

Design Criteria

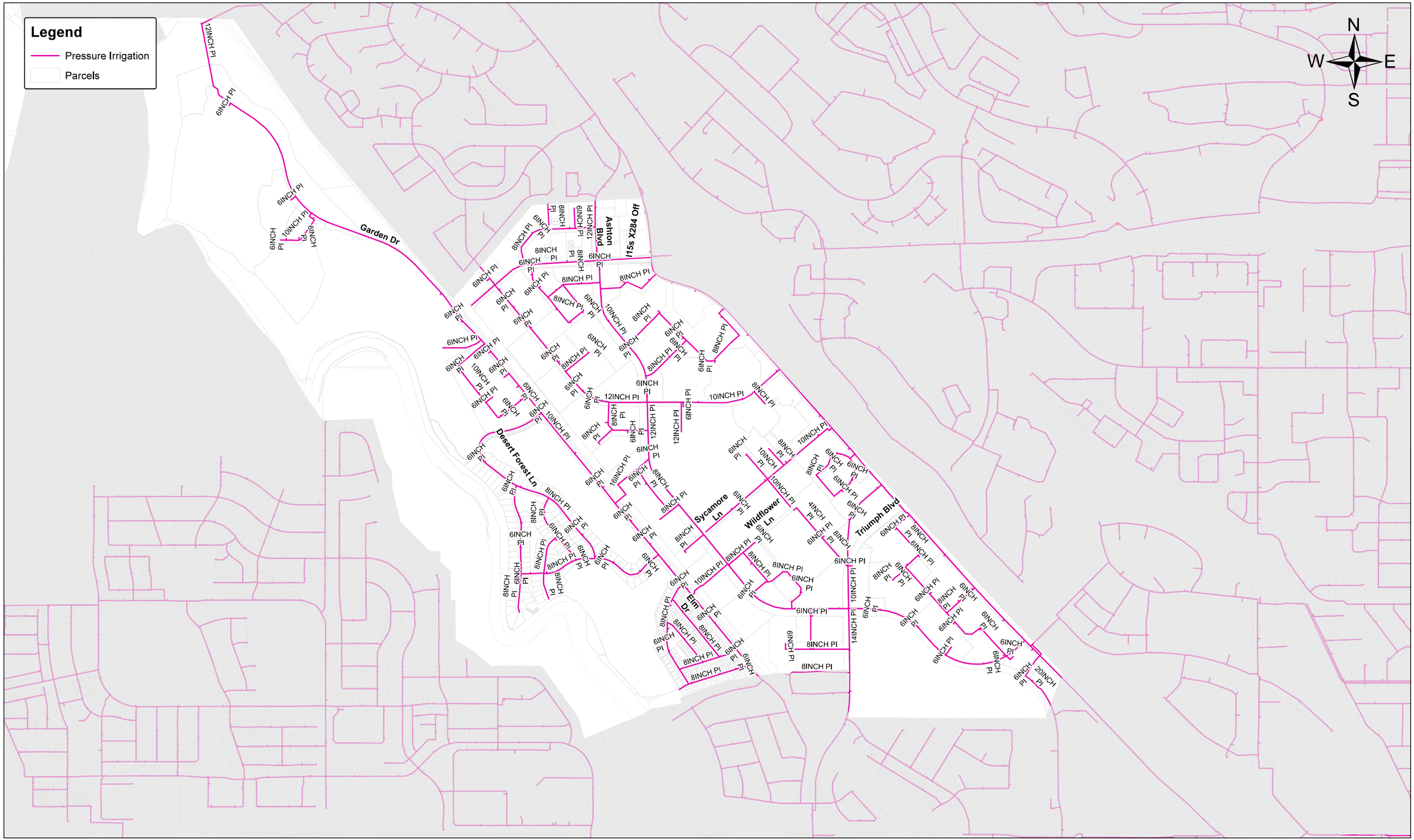
-Minimum Pipe Size: 8" Pipe (Roughness Coefficient = 130)
-Average Daily Flow: 3.5 gallons per minute per acre
-Peak Hourly Flow: 7 gallons per minute per acre (Peaking Factor = 2)
-Fire Flow: 1500 gallons per minute
-Storage: 5040 gallons per acre
-Source: 3.5 gallons per minute per acre
-Minimum Pressure: 50 psi at peak flow, 20 psi at peak flow with fire flow .

Summary of Results

-Design Peak Hourly Flow: 2729 gallons per minute
-Source Required: 70 gallons per minute
-Storage Required: Tank 105,840 gallons + 180,000 gallons fire storage = 258,840 gallons (0.88 ac-ft)

Model: Peak Hourly with 1500 GPM Fire Flow
Minimum Pressure 43.6 psi at JuncJ13782

Notes
1: All other areas outside the amendment descriptions to remain as currently defined with the original area plan. Some areas such as the North American Museum of Ancient Life (NAMAL) were defined with the approval of the individual building.



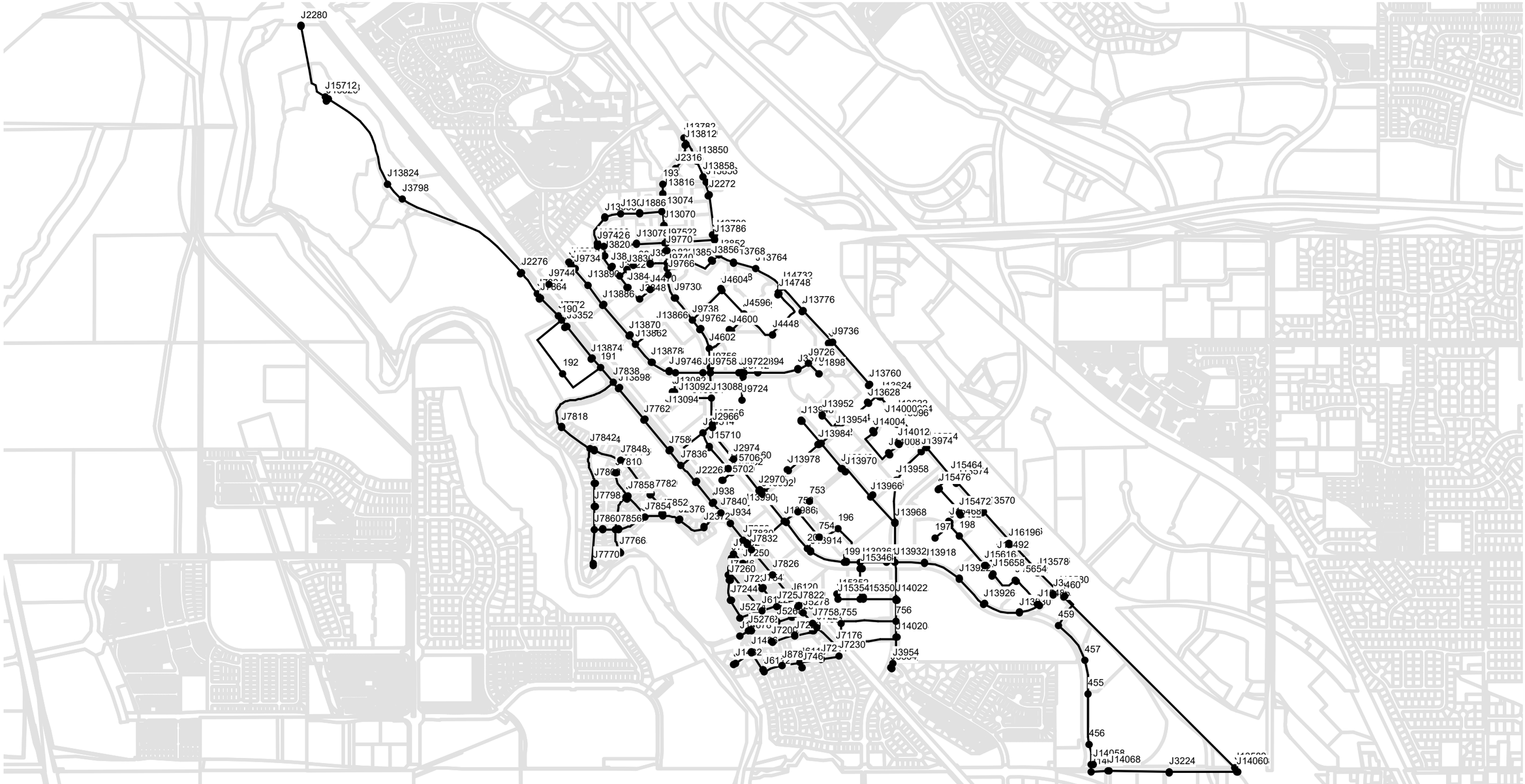
THANKSGIVING POINT

EXISTING PRESSURIZED IRRIGATION SYSTEM

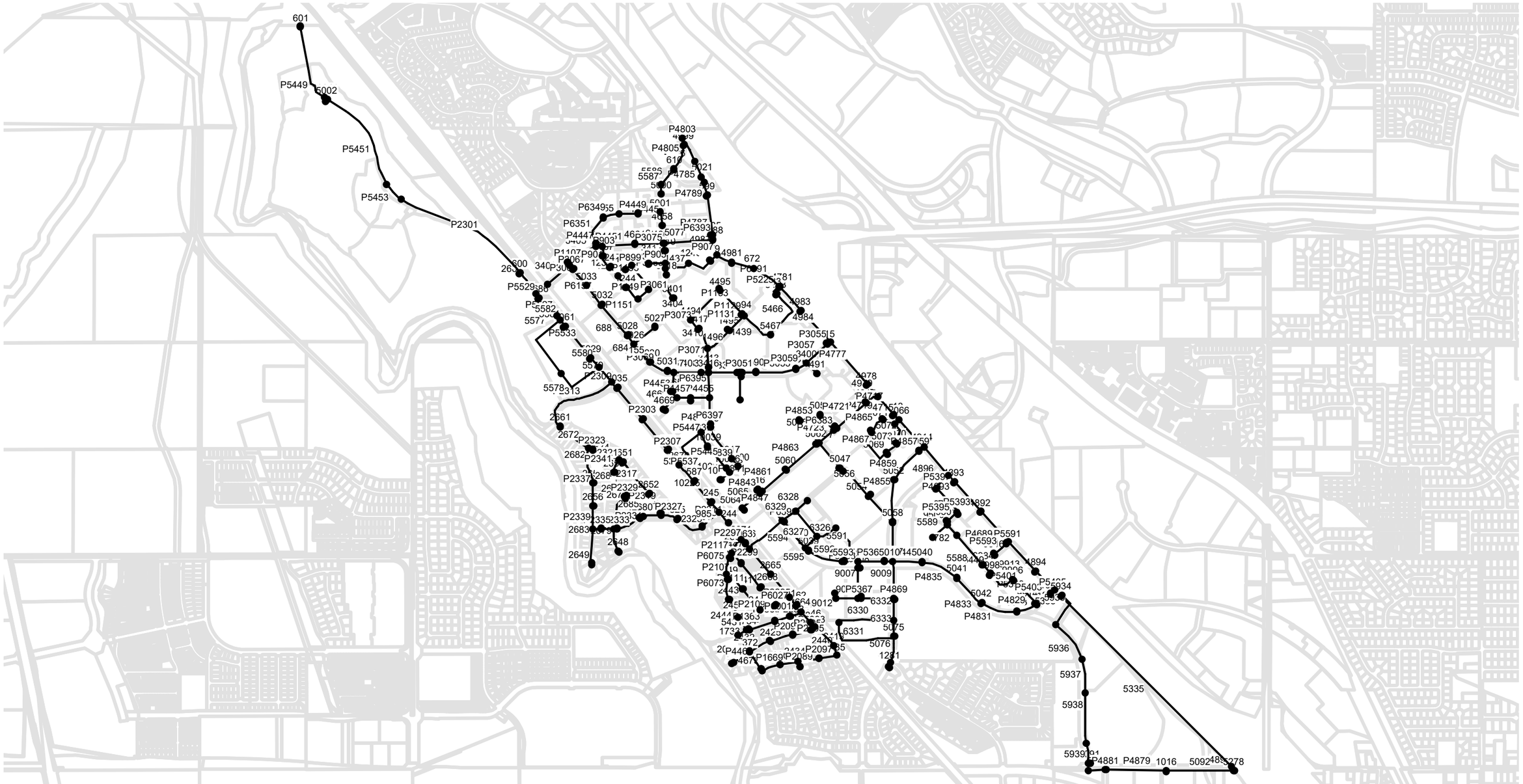
0 250 500 1,000 1,500 Feet

1 inch = 500 feet

PRESSURE IRRIGATION JUNCTION MAP



PRESSURE IRRIGATION PIPES



Node ID	Elevation	Demand	Pressure
	(ft)	(gpm)	(psi)
Junc J12688	4587.4	16.5	65.0
Junc J13056	4574.1	2.6	71.3
Junc J13058	4573.9	0.0	71.4
Junc J13060	4578.9	1.6	69.2
Junc J13064	4566.1	4.6	74.7
Junc J13066	4566.5	0.0	74.6
Junc J13068	4589.1	1.4	64.8
Junc J13070	4588.5	2.3	65.1
Junc J13072	4584.8	4.1	66.6
Junc J13074	4591.6	4.0	63.8
Junc J13076	4575.5	4.0	70.6
Junc J13078	4575.2	0.7	70.7
Junc J13080	4555.2	12.7	78.6
Junc J13082	4555.1	0.0	78.6
Junc J13084	4553.7	0.0	79.1
Junc J13086	4553.5	5.8	79.2
Junc J13088	4553.3	0.0	79.2
Junc J13090	4551.1	0.0	80.3
Junc J13092	4554.6	0.0	78.8
Junc J13094	4552.1	7.4	79.9
Junc J13568	4587.5	0.0	65.3
Junc J13570	4588.4	0.0	64.9
Junc J13572	4593.0	0.0	62.8
Junc J13574	4593.7	0.0	62.5
Junc J13576	4577.5	0.0	70.0
Junc J13578	4576.8	0.0	70.3
Junc J13580	4574.2	0.0	71.5
Junc J13582	4568.6	0.0	71.6
Junc J13584	4599.8	0.0	59.6
Junc J13586	4582.9	0.0	67.4
Junc J13588	4568.6	0.0	71.5
Junc J13620	4605.1	0.0	57.3
Junc J13622	4606.0	0.0	56.9
Junc J13624	4609.5	0.0	55.4
Junc J13626	4599.0	0.0	59.9
Junc J13628	4598.4	0.0	60.2
Junc J13630	4568.6	0.0	73.1
Junc J13632	4579.8	0.0	68.2
Junc J13634	4578.6	0.0	68.7
Junc J13758	4611.2	0.0	54.6
Junc J13760	4611.7	0.0	54.4
Junc J13762	4611.3	7.0	54.9
Junc J13764	4611.4	0.0	54.8
Junc J13766	4606.7	0.0	56.9

Node ID	Elevation	Demand	Pressure
Junc J2370	4541.7	1.6	83.0
Junc J2372	4541.5	1.6	83.1
Junc J2374	4534.9	1.4	85.9
Junc J2376	4534.5	0.0	86.1
Junc J2964	4551.5	0.0	79.5
Junc J2966	4550.9	0.0	79.8
Junc J2968	4548.3	0.0	80.5
Junc J2970	4547.9	0.0	80.7
Junc J2972	4550.4	0.0	79.8
Junc J2974	4549.8	0.0	80.1
Junc J3222	4559.7	0.0	75.2
Junc J3224	4561.0	0.0	74.7
Junc J3324	4572.7	7.8	72.1
Junc J3326	4572.8	0.0	72.1
Junc J3350	4557.0	1.3	77.2
Junc J3352	4556.3	0.0	77.5
Junc J3368	4588.9	0.0	64.2
Junc J3370	4589.0	0.0	64.2
Junc J3562	4543.0	2.8	80.5
Junc J3564	4542.3	0.0	80.8
Junc J3790	4564.5	5.8	75.2
Junc J3792	4564.3	26.5	75.3
Junc J3794	4565.9	0.0	74.6
Junc J3796	4566.1	0.0	74.5
Junc J3798	4566.3	0.0	74.4
Junc J3800	4565.2	0.0	74.9
Junc J3818	4564.0	0.0	75.6
Junc J3820	4564.3	0.0	75.4
Junc J3822	4564.8	0.0	75.2
Junc J3824	4567.7	2.8	73.9
Junc J3826	4567.3	5.2	74.2
Junc J3828	4565.9	4.9	74.7
Junc J3830	4564.5	0.0	75.3
Junc J3832	4577.6	0.0	69.6
Junc J3834	4564.9	0.0	75.1
Junc J3836	4564.4	0.0	75.4
Junc J3838	4575.1	1.8	70.7
Junc J3840	4574.3	0.0	71.1
Junc J3842	4563.0	0.0	76.0
Junc J3844	4563.8	14.2	75.6
Junc J3846	4562.5	0.0	76.2
Junc J3848	4562.7	0.0	76.1
Junc J3850	4588.3	5.7	64.9
Junc J3852	4606.9	0.0	56.9
Junc J3854	4599.1	0.0	60.3

Node ID	Elevation	Demand	Pressure
Junc J13768	4607.1	0.0	56.7
Junc J13770	4613.1	0.0	54.0
Junc J13772	4614.2	0.0	53.5
Junc J13774	4614.5	0.5	53.3
Junc J13776	4615.5	0.0	52.9
Junc J13778	4608.6	3.9	56.2
Junc J13780	4608.9	0.0	56.1
Junc J13782	4638.5	0.0	43.6
Junc J13784	4607.9	0.0	56.5
Junc J13786	4607.9	0.4	56.5
Junc J13810	4635.7	0.0	44.9
Junc J13812	4635.2	0.0	45.1
Junc J13814	4603.3	2.3	58.8
Junc J13816	4602.9	1.5	59.0
Junc J13818	4580.3	0.0	70.0
Junc J13820	4580.5	0.0	69.9
Junc J13822	4568.3	133.2	73.7
Junc J13824	4568.2	0.0	73.8
Junc J13848	4630.8	1.9	46.9
Junc J13850	4634.6	1.1	45.3
Junc J13856	4628.6	0.9	47.8
Junc J13858	4629.8	0.0	47.3
Junc J13862	4552.3	7.5	80.2
Junc J13864	4559.5	13.3	77.1
Junc J13866	4559.7	11.9	77.0
Junc J13868	4552.6	0.0	80.1
Junc J13870	4552.7	8.5	80.1
Junc J13872	4551.4	0.4	79.6
Junc J13874	4551.8	28.3	79.4
Junc J13876	4553.9	0.0	79.4
Junc J13878	4553.7	0.0	79.5
Junc J13880	4554.7	0.0	79.0
Junc J13882	4554.7	0.0	79.0
Junc J13884	4556.7	0.0	78.6
Junc J13886	4556.9	0.0	78.5
Junc J13888	4560.2	10.5	77.2
Junc J13890	4559.4	10.4	77.5
Junc J13892	4562.5	2.4	76.4
Junc J13894	4562.3	0.9	76.4
Junc J13896	4548.9	0.0	80.6
Junc J13898	4549.0	0.0	80.6
Junc J13900	4554.6	0.0	77.6
Junc J13902	4554.1	0.0	77.8
Junc J13904	4548.8	0.0	80.1
Junc J13906	4547.8	0.0	80.5

Node ID	Elevation	Demand	Pressure
Junc J3856	4599.7	0.0	60.0
Junc J3954	4544.9	0.0	79.8
Junc J440	4614.4	2.1	53.2
Junc J442	4614.8	0.0	53.1
Junc J4440	4587.4	0.1	65.3
Junc J4442	4585.5	1.6	65.8
Junc J4444	4588.6	0.0	64.5
Junc J4446	4588.9	16.0	64.4
Junc J4448	4588.8	0.0	64.4
Junc J4468	4566.3	0.0	74.6
Junc J4470	4566.0	0.0	74.7
Junc J4514	4562.4	0.0	76.4
Junc J4594	4584.1	17.4	66.4
Junc J4596	4584.3	0.0	66.3
Junc J4598	4578.1	0.0	68.9
Junc J4600	4577.7	0.0	69.1
Junc J4602	4562.1	0.0	75.8
Junc J4604	4586.4	0.0	65.4
Junc J5262	4537.0	0.4	83.2
Junc J5264	4536.8	0.3	83.3
Junc J5266	4533.2	2.0	85.0
Junc J5268	4532.9	3.2	85.1
Junc J5270	4525.7	3.4	88.4
Junc J5272	4525.6	0.3	88.5
Junc J5274	4525.7	3.1	88.6
Junc J5276	4524.7	0.1	88.9
Junc J5278	4540.0	0.2	81.9
Junc J6086	4524.8	1.2	86.6
Junc J6088	4524.9	2.4	86.6
Junc J6110	4531.3	3.0	83.8
Junc J6112	4524.8	3.7	86.6
Junc J6114	4537.5	0.5	83.5
Junc J6116	4537.2	0.2	83.6
Junc J6118	4536.8	0.1	83.8
Junc J6120	4541.3	0.3	81.8
Junc J6122	4531.4	2.2	86.1
Junc J7174	4540.9	0.0	80.1
Junc J7176	4540.9	2.6	80.1
Junc J7186	4536.4	2.6	81.7
Junc J7188	4536.1	1.9	81.8
Junc J7194	4540.4	1.2	80.8
Junc J7196	4540.2	1.9	80.9
Junc J7198	4529.6	3.6	85.0
Junc J7200	4529.7	3.7	85.0
Junc J7214	4536.0	1.6	81.8

PRESSURE IRRIGATION PIPE SEGMENTS

Link ID	Diameter (in)	Flow (gpm)
Pipe 10000	8	-130.5
Pipe 10033	8	-130.5
Pipe 10034	8	0.0
Pipe 10035	6	0.0
Pipe 10036	6	0.0
Pipe 10039	6	0.0
Pipe 10041	10	617.5
Pipe 10057	16	634.5
Pipe 1016	6	0.0
Pipe 10225	10	-497.6
Pipe 1054	6	0.0
Pipe 1061	6	-1.3
Pipe 1067	6	0.0
Pipe 11200	6	0.0
Pipe 115	6	-2.1
Pipe 1150	6	-2.8
Pipe 1229	6	-5.8
Pipe 1230	6	0.0
Pipe 1231	10	32.3
Pipe 1237	6	0.0
Pipe 1238	8	68.0
Pipe 1239	8	-109.3
Pipe 1240	6	-4.9
Pipe 1241	8	92.3
Pipe 1242	6	0.0
Pipe 1243	6	-1.8
Pipe 1244	6	0.0
Pipe 1245	6	0.0
Pipe 1246	8	-42.5
Pipe 1247	6	0.0
Pipe 1281	14	2273.5
Pipe 1437	8	36.7
Pipe 1438	6	-0.1
Pipe 1439	8	-90.4
Pipe 1440	6	-16.0
Pipe 1450	6	0.0
Pipe 1494	6	-17.4
Pipe 1495	6	0.0
Pipe 1496	8	-119.4
Pipe 1513	8	41.2
Pipe 1730	6	-0.4
Pipe 1731	6	-2.0
Pipe 1732	6	-3.4
Pipe 1733	8	251.6

Link ID	Diameter (in)	Flow (gpm)
Pipe 5069	6	-6.4
Pipe 5070	6	0.0
Pipe 5071	8	15.7
Pipe 5072	8	14.1
Pipe 5073	8	14.1
Pipe 5074	6	0.0
Pipe 5075	6	0.0
Pipe 5076	14	-1928.8
Pipe 5077	8	24.5
Pipe 5090	16	3429.6
Pipe 5091	6	0.0
Pipe 5092	10	124.0
Pipe 5095	12	-2010.4
Pipe 5278	10	-124.0
Pipe 5310	16	482.4
Pipe 5431	8	3.4
Pipe 5466	8	-106.4
Pipe 5467	8	16.0
Pipe 5483	6	-14.7
Pipe 587	6	0.0
Pipe 599	6	-6.0
Pipe 600	6	-165.4
Pipe 601	6	0.0
Pipe 610	6	-2.3
Pipe 624	6	-1.6
Pipe 625	6	-1.4
Pipe 7601	6	-3.6
Pipe 9007	8	-269.2
Pipe 9008	6	-8.4
Pipe 9009	14	-1689.4
Pipe 9010	12	321.1
Pipe 9011	6	0.0
Pipe 9012	6	-10.3
Pipe 9013	8	-10.3
Pipe 9014	8	-249.1
Pipe 915	6	0.0
Pipe 916	6	0.0
Pipe 917	6	0.0
Pipe 9500	8	137.8
Pipe 9501	6	0.0
Pipe 9502	6	0.0
Pipe 9503	6	-17.7
Pipe 9511	6	0.0
Pipe 9512	8	86.4

Link ID	Diameter	Flow
	(in)	(gpm)
Pipe 1734	8	248.1
Pipe 196	6	-1.3
Pipe 198	6	-2.5
Pipe 199	6	0.0
Pipe 2032	6	2.4
Pipe 2038	8	-9.6
Pipe 2040	8	-43.9
Pipe 2041	6	-0.5
Pipe 2042	8	0.9
Pipe 2043	8	-4.4
Pipe 230	6	6.7
Pipe 2419	6	0.0
Pipe 2422	6	-2.6
Pipe 2424	6	-1.2
Pipe 2425	6	3.7
Pipe 2430	6	-3.4
Pipe 2432	8	-302.4
Pipe 2434	8	157.6
Pipe 2435	8	304.3
Pipe 244	6	0.0
Pipe 2440	10	-760.9
Pipe 2441	6	-1.0
Pipe 2442	6	-0.1
Pipe 2443	6	0.3
Pipe 2444	8	141.3
Pipe 2445	8	-111.3
Pipe 2446	6	-1.5
Pipe 2447	8	209.5
Pipe 2448	8	530.5
Pipe 2449	6	-1.4
Pipe 245	6	0.0
Pipe 2450	8	-113.4
Pipe 2646	6	-0.2
Pipe 2647	6	-5.8
Pipe 2648	6	-2.8
Pipe 2649	6	2.2
Pipe 2650	6	5.2
Pipe 2651	6	-50.6
Pipe 2652	6	-2.0
Pipe 2653	6	-1.1
Pipe 2654	6	-1.7
Pipe 2655	6	-0.6
Pipe 2656	6	-1.8
Pipe 2657	6	-6.6
Pipe 2658	6	-1.8

Link ID	Diameter	Flow
	(in)	(gpm)
Pipe 9912	8	-83.9
Pipe 9913	12	-607.9
Pipe 9914	14	-1545.0
Pipe 9916	6	-17.5
Pipe 9984	8	137.8
Pipe 9996	6	-20.6
Pipe 9998	6	-11.9
Pipe P1107	12	730.5
Pipe P1129	8	-30.6
Pipe P1131	8	-119.4
Pipe P1133	8	-47.9
Pipe P1149	8	27.1
Pipe P1151	8	27.1
Pipe P1153	8	27.1
Pipe P1363	8	244.3
Pipe P1365	8	239.1
Pipe P1669	8	-54.0
Pipe P1671	8	196.0
Pipe P2089	8	-198.5
Pipe P2091	8	-309.7
Pipe P2093	8	-326.3
Pipe P2095	8	-323.1
Pipe P2097	8	299.8
Pipe P2105	10	-763.6
Pipe P2107	8	-113.2
Pipe P2109	8	202.1
Pipe P2111	8	206.1
Pipe P2115	8	143.9
Pipe P2117	8	320.4
Pipe P2293	10	-1090.2
Pipe P2295	10	-852.2
Pipe P2297	10	-35.1
Pipe P2299	10	-659.6
Pipe P2301	10	-452.0
Pipe P2303	10	-35.3
Pipe P2307	10	-29.5
Pipe P2309	10	-35.3
Pipe P2311	10	-565.8
Pipe P2313	8	-214.0
Pipe P2317	8	-31.0
Pipe P2319	8	-27.7
Pipe P2321	8	-81.6
Pipe P2323	8	-112.4
Pipe P2325	8	-71.8
Pipe P2327	8	-73.3

THANKSGIVING POINT AREA PLAN
Sewer System (Amended)

Design Criteria

- Minimum Pipe Size = 8" dia.
- Minimum Pipe Slope = 0.4%
- ERU = 3.8
- Design Flow:

Residential –	100 gallons per person per day 3.8 per Capita/Unit Peak Factor of 4
Commercial/Office -	30 gallons per person per day 1 person per 250 sqft of building floor area Peak Factor of 4

Summary of Results

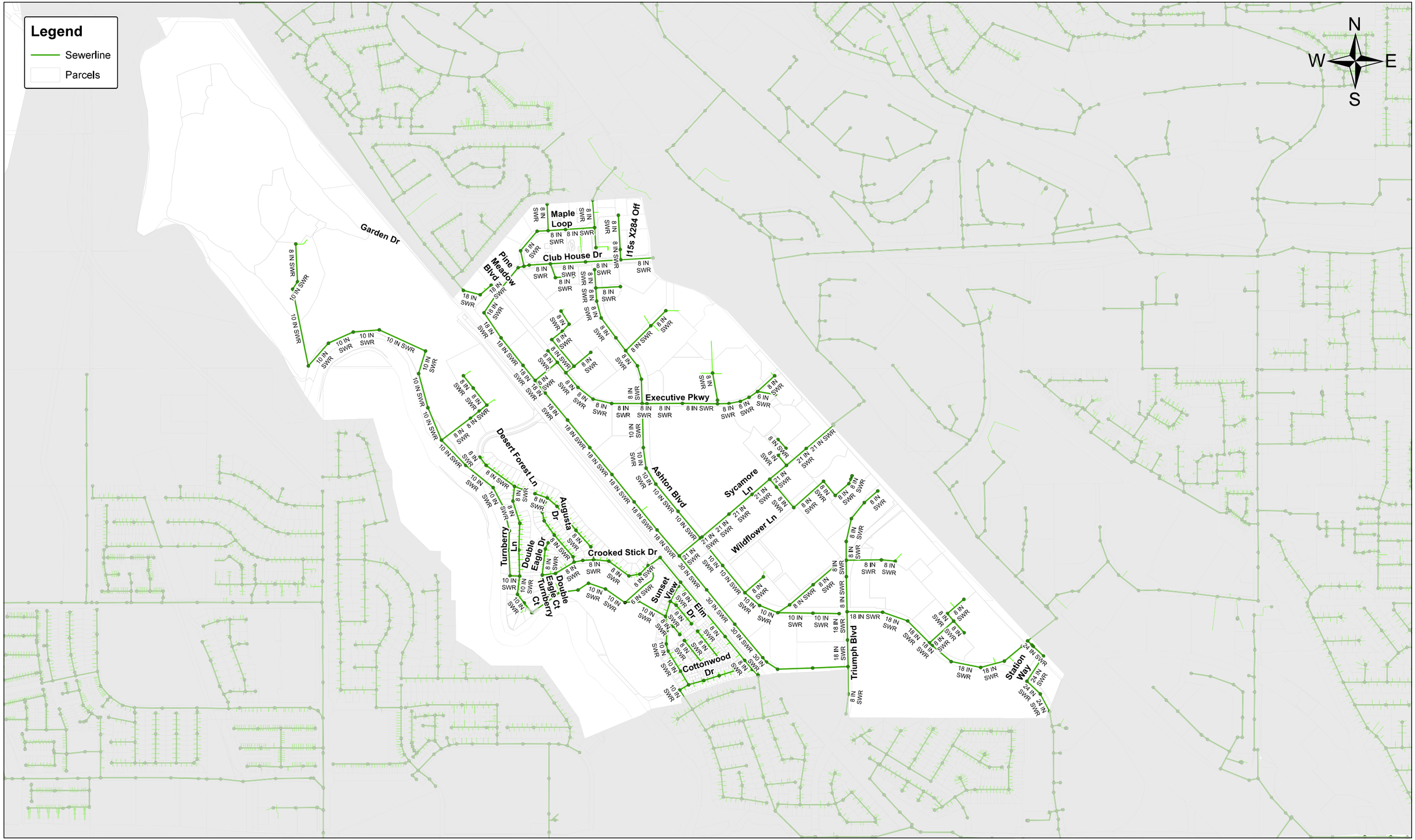
Area #1- Cornbelly's area to connect to existing 21" main in Sycamore Lane.
Flow = 1502 gpm, (3.35cfs), Capacity 10" min. @ 3.0% min. slope

Area #2- Areas North of Executive Parkway to connect to existing 8" main in Executive
Flow = 200 gpm

Area #3- UTA area to connect to existing 10" main in Ashton Blvd.
Flow = 307 gpm Capacity

The sewer system for the area that is included in the Thanksgiving Point Area Plan amendment has adequate capacity for the proposed amendments including the additional residential. The offsite system located at the southwest area of the City is in need of upgrades to accommodate the future master planned development along the west side of the City.

The project will contribute the impact fees generated to the West Side sewer main project located at the southwest area of the City as outlined in the Lehi City Sewer System Master Plan.



THANKSGIVING POINT

EXISTING SEWER SYSTEM

106

0 250 500 1,000 1,500 Feet

1 inch = 500 feet

THANKSGIVING POINT AREA PLAN
Storm Drainage System (Amended)

Design Criteria

- Minimum Pipe Size = 12" dia.
- All grading plans for development will require the approval of Lehi City prior to construction. In addition to the requirements in the Area Plan, all parcels will be required to comply with Lehi City ordinances and specifications.
- Each lot will be required to have detention located on the lot and allow a limited amount of storm water to leave the site. Each lot will be required to detain with a release rate of 0.2 cfs per acre.
- The design is based on information from the Lehi City Drainage Study and compiled from as-built and design drawings within the Thanksgiving Point area.
- Use the 10-year design flow for flows in pipes and roadways: use the 100-year design flow for storm water detention.

Summary of Results

The area that is included in the Thanksgiving Point Area Plan amendment was re-evaluated for the master storm drain plan and for the existing and proposed developments. The overall areas are separated into 3 sub-basins based on development area and the existing storm drain outfall lines that are located under the railroad tracks to provide drainage to the west. (See sub-basin map) The areas included are both private and public development areas. The areas break down as follows:

Master Storm Drain Sub-Basin Areas

Sub-Basin	Development Area (acres)	Road Right-of-Way Area (acres)	Total Area (acres)
Area 1	157.8	12.0	169.8
Area 2	72.8	9.0	81.8
Area 3	102.3	9.5	111.8
Totals	332.9	30.5	363.5

The Design for each sub-basin along with the recommendations/conclusions for that area is as follows:

Area 1

- The flow from Area 1 flows into the existing 48" storm drain line along the back of the lots along the tracks and connects to the existing 60" drain that directs the water under the tracks and to the Thanksgiving Point Golf Course Pond.
- Public Roads = 12 acres
- Development Property = 157.8
- Total Flow Required = 45 cfs

Recommendation/Conclusion – Each lot will be required to detain storm water on the lot at a release rate of 0.2 cfs per acre. The roadway is being detained along the back of the lots along the railroad tracks. These basins need to be cleaned up and reconstructed to original designs.

Area 2

- The flow from Area 2 flows into the existing private storm drain system owned and maintained by Thanksgiving Point, under the railroad tracks and into the irrigation pond.
- Public Roads = 9 acres
- Development Property = 72.8 acres
- Existing 18" dia. pipe flow available = 12.9

Recommendation/Conclusion – Each lot will be required to detain storm water on the lot at a release rate of 0.2 cfs per acre. The drainage for the UTA site can be coordinated with the expansion of the future TOD to install an additional pipe under the tracks for the Trax Station. The additional piping could take the storm drain flow to the existing pond on the west side of the tracks. The station could also install additional detention within the TOD area to accommodate the detained flows and will be calculated at the time of development.

Area 3

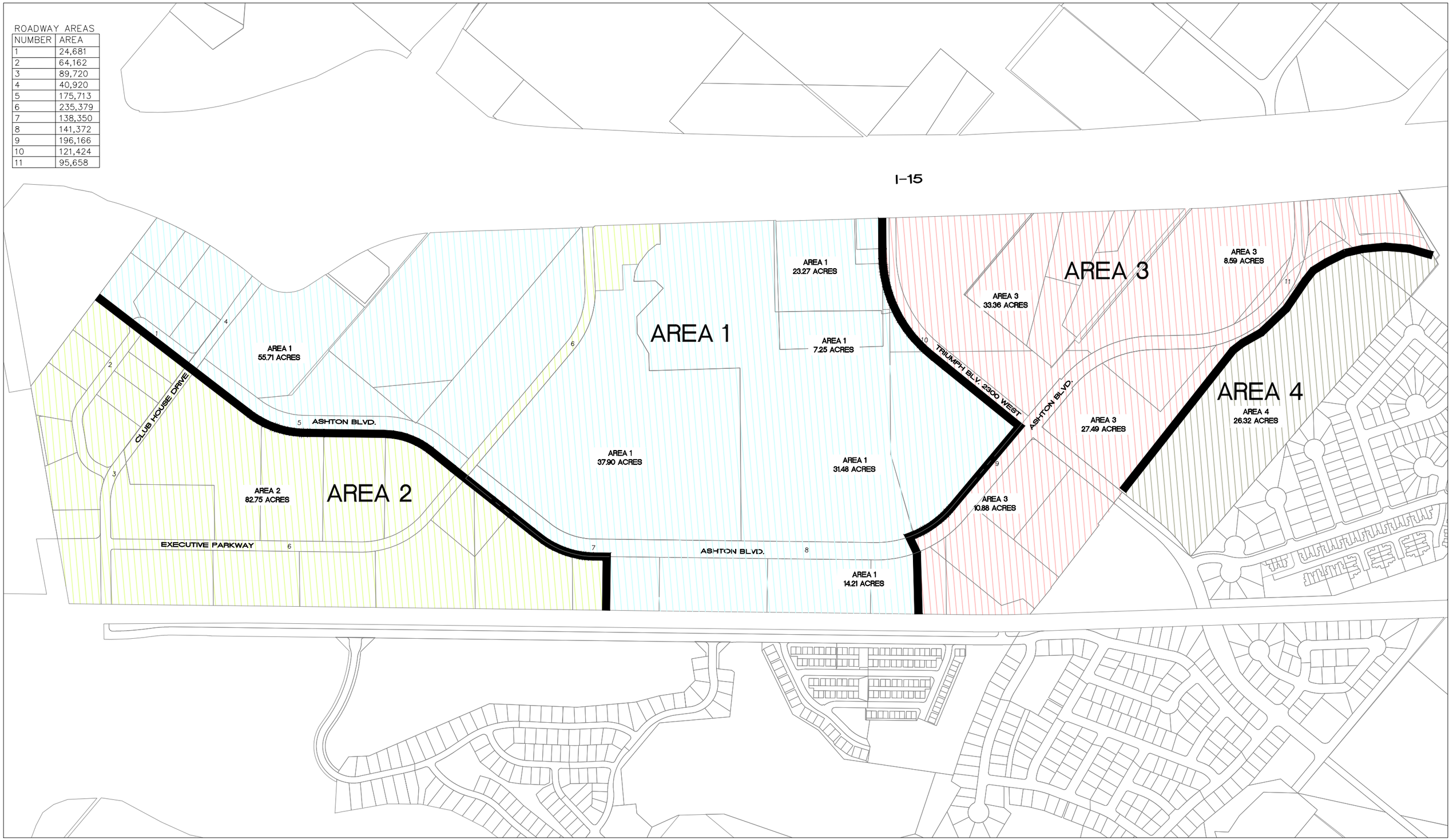
- The drainage from this area will flow into the existing storm drain along Ashton Blvd. and ultimately into the existing 60" dia. storm drain pipe that goes under the tracks. This area is also serving flows from the freeway and areas to the east including tail water from the Lehi Irrigation System. The flow then dumps into the Thanksgiving Point Golf Course Pond.
- Public Roads within the area = 9.5 acres
- Development Property = 102.3 acres
- Anticipated Flow Required = 26.51 cfs

Recommendation/Conclusion – The property will be required to provide detention on each parcel for the lots and allow 0.2 cfs/acre to drain into the system. The roads will drain into the lots along the tracks and be detained within the easement areas as defined by the subdivision plat for those lots. The resulting flow (26.51 cfs) will flow into the existing 60" pipe and be directed to the golf course pond.

THANKSGIVING POINT STORM DRAIN SUB BASIN AREAS AND ROADWAY AREAS

ROADWAY AREAS

NUMBER	AREA
1	24,681
2	64,162
3	89,720
4	40,920
5	175,713
6	235,379
7	138,350
8	141,372
9	196,166
10	121,424
11	95,658



THANKSGIVING POINT EXISTING STORM DRAIN FOR REMAINING DEVELOPMENT AREAS

EXISTING PARCEL LINE

AMENDMENT AREA

EXISTING STORM DRAIN PIPING

NOTES
1- DRAINAGE FROM THIS AMENDED AREA DISCHARGES IN THE THANKSGIVING POINT GOLF COURSE PONDS AS PER ORIGINAL AREA PLAN AGREEMENT WHICH ARE PRIVATE PROPERTY.
2- ALL DISCHARGE FROM LOTS TO BE RESTRICTED TO 0.2 CFS PER ACRE AND ALL ONSITE DETENTION AREAS TO BE OWNED AND MAINTAINED BY THE PROPERTY OWNERS.
3- PIPE SIZING AND DETENTION LAYOUT AREAS WITHIN THE DEVELOPMENT TO BE SIZED AT FINAL DESIGN AND INSTALLED IN ACCORDANCE TO LEHI CITY STANDARDS.

INTERSTATE 15

CLUB HOUSE DRIVE

ASHTON BLVD.

EXECUTIVE PARKWAY

1.25 ACRES

3.64 ACRES

11.01 ACRES

30.72 ACRES

3.74 ACRES

10.0 ACRES

1.90 ACRES

37.98 ACRES

TRIUMPH BLVD. 2900 WEST

EXISTING 15" SD

EXISTING 18" SD

EXISTING 24" SD

EXISTING 36" SD

EXISTING 48" SD

EXISTING 60" SD

48" STORM DRAIN PIPE

DETENTION

THANKSGIVING POINT POND

JORDAN RIVER

Fiscal Analysis

Thanksgiving Point Area Plan Amendment

Capital Improvement vs Projected Impact Fee

Culinary Water

Capital Improvements

Item	Quantity	Unit	Note	Unit Cost	Total Cost
Regional Facility (Sand Pit Tank)	800,000	Gal	Portion	$2	$1,600,000
1500 North 12" piping Extension (8" Project)	4,134	LF		$105	$434,070
Booster Pumping Station (Center Street)	1	LUMP	Portion	$700,000	$700,000
TOTAL					**$2,734,070**

Impact Fee Generation

Item	Quantity	Unit	ERU's	Impact Fee	Total Impact Fee
Residential	2,000	Unit		$1,194.07	$2,388,140
Commercial/Retail/Office	106.6	Acres	320	$1,194.07	$381,720
TOTAL IMPACT FEE FROM ADJUSTMENT					**$2,769,860**

Notes:

1- Costs include all engineering and surveying including contingency fees

2- Facilities have been or will be constructed by Lehi City and Impact Fees will be used to reimburse the Projects portion of the improvements

3- Culinary Impact fee assumes a 3/4" meter

Thanksgiving Point Area Plan Amendment

Capital Improvement vs Projected Impact Fee

Pressure Irrigation

Capital Improvements

Item	Quantity	Unit	Note	Unit Cost	Total Cost
Regional Facility (Sand Pit Storage)	1	LUMP	Acre Ft	$143,619	$143,619
TOTAL					**$143,619**

Impact Fee Generation

Item	Quantity	Unit		Impact Fee	Total Impact Fee
PI (Pervious Acre)	21	Acre	20% of Overall	$6,736.35	$143,619
TOTAL TOD					**$143,619**
TOTAL IMPACT FEE FROM ADJUSTMENT					**$143,619**

Notes:

1- Costs include all engineering and surveying including contingency fees

2- Facilities have been constructed by Lehi City and Impact Fees will be used to reimburse for the Projects portion of improvements

3- Quantity calculated as 20% of the overall acreage of 106.6 acres

Thanksgiving Point Area Plan Amendment

Capital Improvement vs Projected Impact Fee

Sewer System

Capital Improvements

Item	Total Contribution
Southwest Interconnect to1900 South City Trunk Line 42"	$1,766,365

Impact Fee Generation

Item	Quantity	Unit	ERU's	Impact Fee	Total Impact Fee
Residential	2,000	Unit		$761.43	$1,522,860
Commercial/Retail/Office	106.6	Acres	320	$761.43	$243,505
Total Impact Fee From Amendment					**$1,766,365**

Notes:

1- Costs include all engineering and surveying including contingency fees

2- Southwest Interconnect to be constructed by Lehi City and Impact Fees will be used to reimburse the Projects portion of the improvements

Thanksgiving Point Area Plan Amendment
Capital Improvement vs Projected Impact Fee

Storm Drain System

Capital Improvements

Item	Total Cost
Upgrade Connection to Thanksgiving Point Pond (Regional Facilities)	$148,281

Impact Fee Generation

Item	Quantity	Unit	Impact Fee	Total Impact Fee
All Uses	106.6	Acres	$1,391	$148,281

Total Impact Fee From Amendment **$148,281**

Notes:
1- Costs include all engineering and surveying including contingency fees
2- Capital improvements to be installed by developer and reimbursed by generated impact fees

Thanksgiving Point Area Plan Amendment

Capital Improvement vs Projected Impact Fee

Roadways

Capital Improvements

Improvements

Item	Total Cost
Triumph Blvd/2100 North SB and NB RT Pockets	$300,000
Triumph Blvd/2150 North Raised Median	$70,000
2100 Direct Connection for East Lots	$150,000
2100 Direct Connection for West Lots	$350,000
Right-of-way Contribution from Project	$670,000
TOTAL	**$1,540,000**

Impact Fee Generation

Item	Quantity	Unit	ERU	Impact Fee	Total Impact Fee
Residential	2,000	Unit		$708	$1,416,000
Commercial/Retail/Office	106.6	Acres	320	$1,163	$123,976
Total Impact Fee From Amendment					**$1,539,976**

Notes:

1- Costs include all engineering and surveying including contingency fees

2- Facilities to be constructed by Lehi City and Impact Fees will be used to reimburse the Projects portion of improvements

3- Right-of-Way for direct connections to 2100 North to be coordinated by Lehi City.

Additional Projects:

Project - Ashton Blvd / Triumph Blvd: Install EB and WB dual LT and a 3rd SB thru lane (Project – 2024)

Project - Ashton Blvd / Triumph Blvd: Add SB and WB RT pockets, dual EB RT lanes

Project - Sycamore Ln / Ashton Blvd: Signalize

Project - Station Main St / Ashton Blvd: Signalize

UDOT - Triumph Blvd/2100 North EB Dual LT and extend WB storage length

UDOT - SB Frontage Road / S.R. 92: Install second SB RT lane, remove inside thru lane

UDOT - Build Freeway

UDOT- NB Frontage Road / Triumph Blvd: Install SWB right-turn pocket

Lehi City - Triumph Blvd / 2100 North: Install SB and NB RT pockets

Lehi City/MAG - Triumph Blvd: Widen to 5 lanes south of 2100 North

Thanksgiving Point Area Plan Amendment

Capital Improvement vs Projected Impact Fee

Power

Capital Improvements

Improvements (From Lehi City Power Study)

Item	Quantity	Unit	ERU	Impact Fee	Total Cost
Transformers (See Note 3)	2	Ea		$1,300,000	$2,600,000
Switchgear (See Note 3)	2	Ea		$1,000,000	$2,000,000
Substation Property (See Note 3)	1	Lump		$1,200,000	$1,200,000
Substation Components (See Note 4)	2	Ea		$8,000,000	$8,000,000
TOTAL					**$13,800,000**

Impact Fee Generation

Item	Quantity	Unit	ERU	Impact Fee	Total Impact Fee
Residential	2,000	Unit		$1,484.64	$2,969,280
Commercial/Retail/Office	7,282	kVA		$247.44	$1,801,858
Total Impact Fee From Amendment					**$4,771,138**

Notes:

1- Panel size for apartments assumed to be 125 A per unit

2- Panel size for Commercial/Retail/Office areas assumed to be 125 A per ERU (3 Phase)

3- Costs paid upfront by developer and reimbursed with impact fee credits to the project

4- Costs included in regional impact fees and paid upfront by Lehi Power

Additional Project Costs: Direct assigned costs to developer

Distribution Circuits - 3 @ $800,000 = $2,400,000

Distribution Easements - TBD

Conduit/Excavation - TBD

Thanksgiving Point Area Plan Amendment

Capital Improvement vs Projected Impact Fee

Parks and Trails

Capital Improvements

Item	Quantity	Unit	ERU's	Unit Cost	Total Cost
Parks and Trails Impact Fee					$4,830,820

Impact Fee Generation

Item	Quantity	Unit	ERU's	Impact Fee	Total Impact Fee
Residential	2,000	Unit		$2,415.41	$4,830,820

Total Impact Fee From Amendment **$4,830,820**

Notes:

1- Developer to dedicate property for trails within the project boundaries.

2- See appendix for breakdown of Parks and Trails Projects and Cost Estimates

3- For regional trails and active transportation facilities, the City will seek additional funds through Mountainland Association of Governments and funds available through other governmental entities or grant sources.

Table of Land Uses

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		

Financial Institutions and Services	P	P	P		P		
Financial Institutions and Services with drive through facilities			P		P		
Funeral home			P				
Hardware Store	P	P	P		P		
Health Care Facility	P	P	P	P	P		
Health Club	P	P	P	P	P		
Heliport			C		C		
Hospital (Small Animals)	P	P		P	P		
Laboratory, medical, dental, optical	P	P	P		P		
Launderette, Laundromat	P	P	P				
Light Office/Warehouse Combination			P		P		
Liquor Store/Bar/Private Club	P	P	P		P		
Manufactured homes sales and service							
Medical Research Facility	C	C	P	C	P		
Medical and Dental Clinics	P	P	P	P	P		
Moving and storage facilities							
Offices, professional	P	P	P	P	P		
Outdoor sales, display	P	P	P		P		
Outdoor storage of materials, products and equipment incidental an allowed use					P		
Personal services	P	P	P	P	P		
Pet Grooming Facility	P	P	P				
Plant Nursery with outside display		P	P	P	P		
Recreational vehicle sales and services with no outside storage			P				
Research and development facilities			P	P	P		
Retail facilities and services accessory to principal use	P	P	P	P	P		
Retail sale, general and goods establishments including general retail, departments store, grocery store, drug store, variety store	P	P	P	P	P		
Schools - Vocational Technical				P			
Climate Controlled Indoor Storage Units			P		P		
Temporary Construction buildings & yards (12 months maximum)	P	P	P	P	P		
Temporary sales office (12 months maximum)	P	P	P	P	P		
Veterinary Office, operating entirely within an enclosed building and keeping animals overnight only for treatment purposes	P	P	P		P		

Transportation, Communication, & Utilities	TS TOD	Mixed-Use	Commercial	Educational	Business Park	Golf Course/Gardens	Single Family Res.
Communication facilities and towers	C	C	C	C	C	C	P
Electrical substations, transmission lines	P	P	P	P	P	C	P
Oil & Gas transmission lines							
Utility lines, and structures	P	P	P	P	P	P	P

Manufacturing	TS TOD	Mixed-Use	Commercial	Educational	Business Park	Golf Course/Gardens	Single Family Res.
Brick manufacture							
Building materials storage and wholesaling					P		
Cabinet and woodworking shop							
Commercial storage or distribution (excluding junkyards and salvage yards)							
Concrete block manufacture							
Contractor's storage yard							
Gasoline and oil storage (wholesale)							
Heavy industrial assembly							
Light manufacturing and assembly which are not obnoxious or offensive by reason of emission of odor, dust, smoke, noxious gases, noise, vibration, glare, heat orother impacts nor hazardous by way of materials, process, product, or waste, and. which: a. do not process animal, vegetable or fish products or the rendering and refining of fats and oils; b. Encloses all equipment, compressors, generators and other ancillary equipment within a building or structure.					P		
Lumberyard							
Manufacture, processing or packaging of food and beverage products, personal hygiene products and cosmetics, drugs and pharmaceuticals and which are not obnoxious or offensive. by reason of emission of odor, dust, smoke, noxious gases, noise, vibration, glare, heat or other impacts, nor hazardous by way of a materials, process, product, or waste and where all activities are conduced within a completely enclosed building and where all equipment, compressors, and other ancillary equipment is enclosed.					P		
Printing and publishing facilities					P		
Repair shop, with no outside storage					C		
Recycling center							
Recycling collection stations							
Rock, sand gravel storage distribution							
Truck and large equipment sales and rental							
Tradesmen shops with no outside storage					C		
Truck and large equipment repair							
Truck freight terminal							
Warehousing and wholesale distribution with no outside storage					P		
Welding shop							
Resource Production							
Agriculture (Horticulture)	P	P	P	P	P	P	P

Data Center - A data center is a building, a dedicated space within a building, or a group of buildings used to house computer systems and associated components, such as telecommunications and storage systems