



Lehi City Council Meeting Agenda September 27, 2022

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

Pre-Council, 5:30 p.m.

1. Welcome and Opening Comment
2. Presentations and Reports
 - 2.1. North Pointe Solid Waste Special Service District Update
3. Agenda Questions
The Mayor and City Council discuss and ask questions on items on the Regular Session agenda.
4. Administrative Report
5. Mayor and Council Reports
Calendar items and outside Committee reports

Regular Session, 7:00 p.m.

1. Welcome, Roll Call, Pledge of Allegiance
2. 20 Minute Citizen Input
(for public comments on items not listed on the agenda. Comments limited to 3 minutes per person with a time limit not to exceed 20 minutes for this item.)
3. Consent Agenda
 - 3.1. Approve Minutes from the September 13, 2022 City Council Meeting.
[091322CC.pdf](#)
 - 3.2. Approve Purchase Orders
[PO Request - Stuart C Irby \\$170000.pdf](#)

Regular Agenda

4. Consideration of Resolution #2022-85, approving an agreement between Lehi City and Earth Services for the installation of a pressurized irrigation pipeline stubbed into Willow Park.
Petitioner: Lehi City
[Res 2022-85.docx](#)
[Agreement-Cold Springs PI \(Earth Services\).docx](#)
5. Consideration of Resolution #2022-86, approving an agreement for the Flight Park Well drilling.
Petitioner: Lehi City
[Flight Park Well Agreement - to City Council.pdf](#)
6. Consideration of Resolution #2022-82, approving a Development Agreement between Lehi City and Kevin and Sarah Gordan for the Gordon Daycare Project located at approximately 860 North 2300 West.

Petitioner: Lehi City and Kevin and Sarah Gordan
[Res 2022-82.docx](#)
[Gordon Development Agreement 08.24.22.docx](#)
7. Consideration of Final subdivision approval for the Lehi Medical Phase 2, a 7-lot single family lot development located at 1090 W 3300 North in an R-1-10 zone.
Petitioner: Fort Street Partners
[CC Staff Report Lehi Medical Phase 2 Final 09.27.22.docx](#)
[Lehi Medical Phase 2 Subdivison DRC 9.7.22.docx](#)
[Lehi Medical Phase 2 FInal Subdivision Plans.pdf](#)
[Aerial Map.pdf](#)
[General Plan Map.pdf](#)
[Zoning Map.pdf](#)
8. Consideration of Ordinance #55-2022, approval of the Downtown Civic Campus zone change on various City owned properties changing the zoning from R-3 (high density residential) and Mixed Use to Public Facility.
Petitioner: Lehi City
[CC Staff Report Downtown Civic Campus Zone Change 09.27.22.docx](#)
[Downton Civic Campus Zone Change DRC 8.17.22.docx](#)
[Ord 55-2022.docx](#)
[Downtown Civic Campus Zone Change 08.17.22.pdf](#)
[Downtown Aerial.pdf](#)
[Downtown GP.pdf](#)
[Downtown Zoning.pdf](#)
9. Consideration of Ordinance #56-2022, a Development Code Amendment to Table 05-030 C,

adding Portable Storage Containers as a permitted use in the Public Facility zone.

Petitioner: Lehi City

[CC Staff Report Development Code Amendment TBL 05.030-C Storage Containers 09.27.22.docx](#)

[Development Code Table 05-030 C DRC 8.17.22.docx](#)

[Ord 56-2022.docx](#)

[TBL05.030-C Special use zones Portable Storage Containers in PF Zone.pdf](#)

10. Consideration of Ordinance #57-2022, an amendment to the Design Standards and Public Improvements Specifications Manual Section 3.09 - Fire Department Access, amending the requirements to provide emergency access to construction sites.

Petitioner: Lehi City

[CC Staff Report Design Standards Amendment for Emergency Vehicle Access 09.27.22.docx](#)

[Manual Section 3.09- Fire Department Access DRC 8.24.22.docx](#)

[Ord 57-2022.docx](#)

[Design Standards and Public Improvements Manual Section 3.09 - Amendment for Vehicle Access.pdf](#)

11. Consideration of Resolution #2022-83, appointing a member to the Lehi City Parks, Arts, Recreation, and Cultural (PARC) Advisory Committee.

Petitioner: Lehi City

[Res 2022-83.docx](#)

12. Consideration of Resolution #2022-84, appointing a member to the Lehi City Parks, Trails and Trees Advisory Committee.

Petitioner: Lehi City

[Res 2022-84.docx](#)

13. Adjournment

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

City Council Agenda Item Report

Meeting Date: September 27, 2022

Submitted By: Teisha Wilson

Submitting Department:

Item Type: Action Item

Agenda Section: Presentations and Reports

Subject:

North Pointe Solid Waste Special Service District Update

Suggested Action:

Attachments:

City Council Agenda Item Report

Meeting Date: September 27, 2022

Submitted By: Teisha Wilson

Submitting Department:

Item Type: Action Item

Agenda Section: Consent Agenda

Subject:

Approve Minutes from the September 13, 2022 City Council Meeting.

Suggested Action:

Attachments:

[091322CC.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, **September 13, 2022**, at Lehi City in the Council Chamber, 153 N 100 E. Lehi, UT.

Members Present: Mark Johnson, Mayor
Paige Albrecht, Council Member
Chris Condie, Council Member
Katie Koivisto, Council Member
Paul Hancock, Council Member
Mike Southwick, Council Member

Others Present: Jason Walker, City Administrator; Ryan Wood, City Attorney; Lorin Powell, City Engineer; Kim Struthers, Planning Director; Dean Lundell, Finance Director; Chief Jeremy Craft, Fire Department; Andy Gowans, Management Analyst; and Teisha Wilson, City Recorder.

Pre Council, 5:30 p.m.

1. Welcome and Opening Comment

Mayor Johnson welcomed everyone and noted that all Councilmembers were present, except for Councilor Albrecht who will join the Regular Meeting electronically at 7:00 p.m., and Councilor Koivisto who will join at 4:30 p.m. Councilor Condie gave the opening comment.

2. Presentations and Reports

2.1 Bond Discussion

Nathan Roberts stated that they are beginning the process to issue bonds for the new library and city center building. Mr. Roberts stated that the bonds should be issued through a Local Building Authority (LBA). The creation of the LBA is on the agenda tonight for consideration.

2.2 Station 84 Update

Chief Craft presented on the proposed renderings for the new Fire Station in west Lehi. He said it's a modern building that matches the architecture of the area.

2.3 Discussion of Water Efficient Landscape Standards

Kim Struthers stated that they began looking at standards or recommendations that would improve water conservancy. He then reviewed the proposed changes with the Council.

2.4 Discussion of Stockpiling Materials in City Rights-of-Way

There was discussion regarding City Code that does not allow for landscape materials to be dumped in City Streets or on the curb. Mayor Johnson stated that there should be some allotted time to allow for residents to improve their yard, especially when the company making the delivery of materials refuses to drive on the residential driveway.

Dave Norman, Public Works Director, stated that he was concerned with allowing materials in the public rights of way due to safety concerns, but also because it could damage the streets, curb and gutters. It could also lead to SWPPP violations.

Mayor Johnson suggested drafting an Ordinance that would allow for some flexibility for homeowners when they make yard improvements.

3. Agenda Questions

None.

4. Administrative Report

None.

5. Mayor and Council Reports

The Mayor and Council reported on their committee assignments.

6. Consideration of Adjourning into a Closed Session to discuss the purchase, exchange, or lease of real property; and to discuss the character, professional competence, or physical or mental health of an individual.

Motion: Councilor Condie moved to Adjourn into a Closed Session to discuss the purchase, exchange, or lease of real property; and to discuss the character, professional competence, or physical or mental health of an individual. Councilor Koivisto seconded the motion.

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

The meeting adjourned into a Closed Session at approximately 5:37 p.m.

The meeting resumed at approximately 7:00 p.m.

Regular Session, 7:00 p.m.

1. Welcome, Roll Call, Pledge of Allegiance

Mayor Johnson welcomed everyone and noted that all Councilmembers were present. Councilor Albrecht joined electronically. Councilor Southwick led the Pledge of Allegiance.

2. Presentations and Report

2.1) Constitution Week Proclamation

Katie Madsen presented on the upcoming Constitution Week. Mayor Johnson read and signed the Proclamation.

3. 20 Minute Citizen Input

Dennis Schoonover stated that he has a business on State Street that is expanding, and he is being required to place a pressurized irrigation meter on his building. He doesn't believe this is fair

because he is not expanding his landscape and the city has already allocated money to retrofit and install pressurized irrigation meters on homes and commercial buildings.

Anne Marie Mickelson expressed concerns with the street trees being removed in the Olympic Park neighborhood. She was concerned that all trees were being replaced, even if they aren't an issue. She also felt that the \$200 reimbursement was not enough. She would like to see more of a phased approach to remove the trees.

Sterling Bronson informed the Council of the fundraiser event for the Boots and Badges Foundation.

Ron Smith stated that he appreciated how the tax increase was handled. He also was pleased to see the Mayor and Council at the Heritage Days event.

Austen Mecham was also concerned with the tree removal and believed it would decrease their home values.

Sunshine Cardell disagreed with the tree removal. She would like to have more discussion with the residents and explore other solutions.

Tori Cardell stated that she hopes to see a solution and does not want to see the trees removed.

Jordan Jensen stated that he would like to have more discussion on the issue with the residents.

Rob Craig suggested a neighborhood meeting for more discussion. He appreciates the efforts to maintain the safety of residents. He's more concerned with safety then removing the trees.

Shawn Dorsey was also concerned with removing the trees.

4. Consent Agenda

4.1) Approve Minutes from the August 16, and August 23, 2022 City Council Meetings.

4.2) Approve Purchase Orders

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

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

5. Consideration of Resolution #2022-81, creation of a Local Building Authority by Lehi City, Utah; authorizing official action; declaring the official intent of the city to reimburse itself from the proceeds of bonds for certain capital expenditures advanced by the city; establishing the maximum principal amount of such expenditures and providing an effective date.

Motion: Councilor Southwick moved to approve Resolution #2022-81, creation of a Local Building Authority by Lehi City, Utah; authorizing official action; declaring the official intent of the city to reimburse itself from the proceeds of bonds for certain capital expenditures advanced by the city; establishing the maximum principal amount of such expenditures and providing an effective date. Councilor Koivisto seconded the motion.

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

6. Consideration of Resolution #2022-80, approving an agreement between Lehi City and Chase Bank for an equipment lease.

Motion: Councilor Condie moved to approve Resolution #2022-80, approving an agreement between Lehi City and Chase Bank for an equipment lease. Councilor Hancock seconded the motion.

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

7. Consideration of Final subdivision approval for the Hidden Canyon Phase D Plat 5, a 19 single family lot development located in the Central Canyon of Traverse Mountain.

Grant Smith with Fieldstone Homes was representing the applicant. He said that they were able to work with the city on the trail head and park space.

Motion: Councilor Southwick moved to grant Final subdivision approval for the Hidden Canyon Phase D Plat 5, a 19 single family lot development located in the Central Canyon of Traverse Mountain; including any Development Review Committee and Planning Commission comments. Councilor Hancock seconded the motion.

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

8. Consideration of Final subdivision approval for the Hidden Canyon Phase D Plat 6, a 36 single family lot development located at approximately 5900 North Canyon Rim Road.

Motion: Councilor Hancock moved to grant Final subdivision approval for the Hidden Canyon Phase D Plat 6, a 36 single family lot development located at approximately 5900 North Canyon Rim Road; including any Development Review Committee and Planning Commission comments. Councilor Southwick seconded the motion.

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

- 190 **9. Consideration of Preliminary subdivision approval for the Harmony Townhomes Phase**
191 **4, a 30-unit residential development located at approximately 900 North Hilltop Drive.**
192 Justine Wade with Arive Homes was representing the applicant.

193
194 **Motion:** Councilor Southwick moved to grant Preliminary subdivision approval for the
195 Harmony Townhomes Phase 4, a 30-unit residential development located at
196 approximately 900 North Hilltop Drive; including any Development Review
197 Committee and Planning Commission comments. Councilor Condie seconded the
198 motion.

199
200 **Roll Call Vote:** Councilor Albrecht, Yes; Councilor Condie, Yes; Councilor Hancock, Yes;
201 Councilor Koivisto, Yes; and Councilor Southwick, Yes. The motion passed unanimously.

- 202
203
204 **10. Consideration of Resolution #2022-77, approving an agreement between Lehi City and**
205 **Patterson Homes for the Center Pointe Townhomes Development Agreement.**

206
207 **Motion:** Councilor Hancock moved to approve Resolution #2022-77, approving an
208 agreement between Lehi City and Patterson Homes for the Center Pointe
209 Townhomes Development Agreement. Councilor Koivisto seconded the motion.

210
211 **Roll Call Vote:** Councilor Albrecht, Yes; Councilor Condie, Yes; Councilor Hancock, Yes;
212 Councilor Koivisto, Yes; and Councilor Southwick, Yes. The motion passed unanimously.

- 213
214
215 **11. The Andersen Property No 1. Annexation on 1.25-acres located at 8282 North 8730 West**
216 **(approximately 530 South 1100 West) with proposed R-1-12 zoning.**

217 a. Public Hearing

218 Mayor Johnson opened the public hearing. Here were no comments.

219
220 b. Consideration of Resolution #2022-79, approving an Annexation Agreement with the
221 owners of the property that is the subject of the Andersen No 1 Annexation

222
223 **Motion:** Councilor Condie moved to approve Resolution #2022-79, approving an
224 Annexation Agreement with the owners of the property that is the subject of the
225 Andersen No 1 Annexation. Councilor Koivisto seconded the motion.

226
227 **Roll Call Vote:** Councilor Albrecht, Yes; Councilor Condie, Yes; Councilor Hancock, Yes;
228 Councilor Koivisto, Yes; and Councilor Southwick, Yes. The motion passed unanimously.

229
230 c. Consideration of Ordinance #53-2022, approving the Andersen No 1 Property Annexation
231 with R-1-12 zoning.

232
233 **Motion:** Councilor Hancock moved to approve Ordinance #53-2022, approving the
234 Andersen No 1 Property Annexation with R-1-12 zoning; including any
235 Development Review Committee and Planning Commission comments. Councilor
236 Koivisto seconded the motion.

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

12. The BCP Annexation on 14.67-acres located at approximately 1450 South 1300 West with proposed TH-5 zoning

Tony Trane was representing the applicant.

a. Public Hearing

Mayor Johnson opened the public hearing. Here were no comments.

b. Consideration of Resolution #2022-78, approving an Annexation Agreement with the owners of the property that is the subject of the BCP Annexation.

Motion: Councilor Hancock moved to approve Resolution #2022-78, approving an Annexation Agreement with the owners of the property that is the subject of the BCP Annexation. Councilor Southwick seconded the motion.

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

c. Consideration of Ordinance #54-2022, approving the BCP Annexation with TH-5 zoning.

Motion: Councilor Condie moved to approve Ordinance #54-2022, approving the BCP Annexation with TH-5 zoning; including any Development Review Committee and Planning Commission comments. Councilor Southwick seconded the motion.

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

13. Consideration of Ordinance #50-2022, approving the Gemstone zone change, from RA-1 (residential agriculture) to R-3 (high density residential) on 1.33-acres located at 690 East 200 South.

Skylar Berry was representing the applicant.

Motion: Councilor Southwick moved to approve Ordinance #50-2022, approving the Gemstone zone change, from RA-1 (residential agriculture) to R-3 (high density residential) on 1.33-acres located at 690 East 200 South; including any Development Review Committee and Planning Commission comments. Councilor Albrecht seconded the motion.

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

284 **14. Consideration of Ordinance #51-2022, approval of the Clark Main Street General Plan**
285 **amendment, from Neighborhood Commercial to Mixed-Use on 1-acre located at 1064**
286 **West Main Street.**

287 Curtis Paine was representing the applicant.
288

289 **Motion:** Councilor Condie moved to approve Ordinance #51-2022, approval of the Clark
290 Main Street General Plan amendment, from Neighborhood Commercial to Mixed-
291 Use on 1-acre located at 1064 West Main Street; including any Development
292 Review Committee and Planning Commission comments. Councilor Southwick
293 seconded the motion.
294

295 **Roll Call Vote:** Councilor Albrecht, Yes; Councilor Condie, Yes; Councilor Hancock, Yes;
296 Councilor Koivisto, Yes; and Councilor Southwick, Yes. The motion passed unanimously.
297
298

299 **15. Consideration of Ordinance #52-2022, approval of the Davis Main Street General Plan**
300 **amendment, from Neighborhood Commercial to Mixed-Use on 0.82-acres located at 1054**
301 **West Main Street.**
302

303 **Motion:** Councilor Southwick moved to approve Ordinance #52-2022, approval of the
304 Davis Main Street General Plan amendment, from Neighborhood Commercial to
305 Mixed-Use on 0.82-acres located at 1054 West Main Street; including any
306 Development Review Committee and Planning Commission comments.
307 Councilor Condie seconded the motion.
308

309 **Roll Call Vote:** Councilor Albrecht, Yes; Councilor Condie, Yes; Councilor Hancock, Yes;
310 Councilor Koivisto, Yes; and Councilor Southwick, Yes. The motion passed unanimously.
311
312

313 **16. Adjournment**

314 With no further business to come before the City Council at this time, Councilor Hancock
315 moved to adjourn the meeting. Councilor Condie seconded the motion. The motion passed
316 unanimously. The meeting adjourned at approximately 8:30 p.m.
317
318

319 Approved: September 27, 2022

Attest:

320
321
322
323
324 _____
Mark Johnson, Mayor

Teisha Wilson, City Recorder

City Council Agenda Item Report

Meeting Date: September 27, 2022

Submitted By: Teisha Wilson

Submitting Department:

Item Type: Action Item

Agenda Section: Consent Agenda

Subject:

Approve Purchase Orders

Suggested Action:

Attachments:

[PO Request - Stuart C Irby \\$170000.pdf](#)

Supplier

STUART C. IRBY CO.

PO BOX 843959

9/14/2022

DALLAS

State

TX

75284

Phone

801-724-3000

Dean Lundell

53-14-15

Dept. Account No.

Department Head Signature

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



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

Quotation

QUOTE DATE	ORDER NUMBER
09/12/22	S013189275
REMIT TO: STUART C. IRBY CO. POST OFFICE BOX 843959 DALLAS TX 75284	PAGE NO. 1

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

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

ORDERED BY: KENNY

CUSTOMER NUMBER		CUSTOMER ORDER NUMBER		JOB/RELEASE NUMBER		OUTSIDE SALESPERSON	
222013		750/1000				Gregory J McPhie	
INSIDE SALESPERSON				REQD DATE	FRGHT ALLWD	SHIP VIA	
Joseph C Rho				09/12/22	Yes		
ORDER QTY	SHIP QTY	LINE	DESCRIPTION			Prc/Uom	Ext.Amt
			***** Shipping Instructions *****				
			* KENNY 385-201-2612 OFC			*	
			* 801-655-3042 MBL			*	
			* CLAY 801-900-0420			*	

2EA		1	*ABB 750KVA3PPAD2 750KVA PAD HV 12470/7200 LV 208Y/120 LOOP FEED ITEM #10			52500.000EA	105000.00
1EA		2	*ABB T10007212-LP 3PH PAD-MT 1000KVA HV: 12470GRDY/7200 LV: 208Y/120 LOOP FEED ITEM #17			65000.000EA	65000.00

*** This is a quotation ***

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

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

Subtotal	170000.00
S&H CHGS	0.00
Sales Tax	0.00
TOTAL	170000.00

** Reprint ** Reprint ** Reprint **

City Council Agenda Item Report

Meeting Date: September 27, 2022

Submitted By: Teisha Wilson

Submitting Department:

Item Type: Resolution

Agenda Section: Regular Agenda

Subject:

Consideration of Resolution #2022-85, approving an agreement between Lehi City and Earth Services for the installation of a pressurized irrigation pipeline stubbed into Willow Park.

Suggested Action:

Attachments:

[Res 2022-85.docx](#)

[Agreement-Cold Springs PI \(Earth Services\).docx](#)



RESOLUTION NO. 2022-85

A RESOLUTION OF THE LEHI CITY COUNCIL APPROVING AN AGREEMENT BETWEEN
LEHI CITY AND EARTH SERVICES LLC FOR THE INSTALLATION OF A PRESSURIZED
IRRIGATION PIPELINE AND BRIDGE CROSSING

WHEREAS, Lehi City ("City") needs to have approximately 474 feet of 6-inch DIP PI installed across a pedestrian bridge and stubbed into Willow Park;

WHEREAS, Lehi City issued an RFP to solicit proposals and Earth Services LLC's proposal was selected to be awarded the project;

WHEREAS, on September 27, 2022, the City Council held a duly-noticed public meeting to ascertain the facts regarding this matter, which facts and comments are found in the meeting record; and

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

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

1. The Agreement attached hereto as Exhibit "A" 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 27th day of September, 2022.

LEHI CITY

ATTEST

Mark Johnson, Mayor

Teisha Wilson, City Recorder

Exhibit "A"

AGREEMENT FOR THE INSTALLATION OF PRESSURIZED
IRRIGATION PIELINE AND BRIDGE CROSSING

THIS AGREEMENT FOR THE REPAIR OF THE VIALETTO WATER TANK ("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 Earth Services LLC, 3400 W. Mayflower Way, Lehi, Utah 84043 ("Contractor").

WHEREAS, City desires to contract for the installation of approximately 474 feet of 6-inch DIP PI connecting from existing POC across a pedestrian bridge stubbed into Willow Park (the "Work"); and

WHEREAS, City issued RFP 2022-14 and Contractor submitted a proposal which City determined to be the lowest responsive and most responsible proposal and the City desires to contract with Contractor to perform the Work;

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

1. Scope of Work. City hereby hires Contractor and Contractor agrees to be bound to the City to perform the Work as described in City's RFP 2022-14 and in Contractor's response to RFP 2022-14 both attached hereto as Exhibit A, and in addition to this Agreement referred to as the "Contract Documents" which by this reference is incorporated herein and made a part hereof.
2. Term. The Work shall commence on the Effective Date and shall be completed no later than November 11, 2022.
3. Payment. City shall pay Contractor a total of One Hundred and Sixty Thousand Three Hundred and Seventy-three Dollars (\$160,373.00) ("Payment"), which price shall not be exceeded without prior written approval as described in this Agreement.
4. Changes in Performance. All changes in performance of this Agreement shall be described in detail on a change order request form, provided by the City, and which must be authorized in writing by an authorized representative of the City prior to commencing any proposed changes in performance. Contractor shall not be entitled to any additional consideration for changes in performance which were not authorized as contemplated by this section, nor for the correction of any mistakes attributable in any way to Contractor, or its employees, agents, subcontractors, independent contractors, and the like.
5. Withholding Payment for Defective Performance. The City may withhold or, on

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

6. Termination. 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 of its obligations contemplated by this Agreement, including but not limited to the Payment. In the event of such non-appropriation of resources, Contractor shall be entitled to payment for all services performed prior to being notified of the non-appropriation event.

7. Taxes.

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

8. Indemnification and Insurance.

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

8.2 Contractor, at its own expense, shall provide 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 including \$3,000,000 per occurrence.
- 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 Work, Contractor must provide the City with a performance bond and payment bond in the amount of the Payment. The completed performance bond and payments bond are attached hereto as Exhibit B. In the event that Contractor fails to provide a performance bond and 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 is to guarantee the proper completion by Contractor of the Work as contemplated by this Agreement and payment to subcontractors.

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 9.4.

9.4 Prior to the City's approval and acceptance of the Work, Contractor must provide the City with a one-year ("Warranty Period") warranty bond in the amount of 10% of the Payment. The completed warranty bond is attached as Exhibit C.

9.4.1 The purposes of the warranty bond 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 shall remain valid for the entire Warranty Period.

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

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

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

10. Representations and Warranties.

10.1 Each party represents that:

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

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

10.2 Contractor represents and warrants that:

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

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

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

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

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

Notwithstanding the above, Contractor agrees that, except as directed by the City, Contractor shall not at any time during or after the term of this Agreement disclose to any person or entity any information or document provided by the City which the City

has designated as “confidential” or “private.” Upon the conclusion or termination of this Agreement, Contractor shall turn over to the City all documents, papers, and other matter, including copies thereof, which are in Contractor’s possession or control, and which are designated “confidential” or “private.” Contractor further agrees to bind its employees and any sub-contractors to the terms and conditions of this Section 11.

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

13. Notice.

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

To the City:

Lehi City Corporation
Attn: Greg Allred
2538 North 300 West
Lehi, Utah 84043

To Contractor:

Earth Services, LLC
Attn: Mike Cooper
3400 W Mayflower Way
Lehi, Utah 84043

- 13.2 If notice is sent via regular mail, commercial courier, and the like, receipt thereof shall be presumed on the third Calendar Day thereafter.
14. Attorneys’ Fees and Costs. Each party shall bear its own attorneys’ fees and costs incurred in connection with the drafting, execution, and performance of this Agreement. However, if any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party in such action shall be entitled to recover reasonable attorneys’ fees, legal costs, and other collection fees and costs incurred by the prevailing party in connection with the suit, both before and after the judgment, in addition to any other relief to which such party may be entitled.
15. Non-Waiver. No failure to exercise and no delay in exercising any right, remedy, or power under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right, remedy, or power under this Agreement preclude any other or further exercise thereof, or the exercise of any other right, remedy or power provided herein or by law or in equity.
16. Binding Effect. This Agreement is binding upon the parties and their proper and allowable heirs, legatees, representatives, successors, and assignees.
17. Assignment. Neither party may assign this Agreement nor delegate any responsibilities under this Agreement without prior written consent. Any purported assignment or delegation in violation of this Section without prior written consent

from the non-assigning party, shall be void and will be considered a material breach of this Agreement.

18. Amendments. This Agreement may not be modified, amended, or terminated, except by an instrument in writing.
19. Time. Time is of the essence with this Agreement, as well as every term, covenant, and condition contained herein.
20. Force Majeure. Neither party shall be liable for any failure or delay in performing an obligation under this Agreement that is due to causes beyond its reasonable control, such as natural catastrophes, governmental acts or omissions, laws or regulations, labor strikes or difficulties, pandemics, transportation stoppages or slowdowns or the inability to procure parts or materials. If any of these causes continue to prevent or delay performance for more than 180 days, the non-delaying party may terminate this Agreement, effective immediately upon notice to the delaying party.
21. Severability. If any provision of this Agreement is determined to be invalid or unenforceable, the remaining provisions of this Agreement shall, nevertheless, be construed, performed, and enforced as if the invalidated or unenforceable provision had not been included in the text of the Agreement.
22. Governing Law. This Agreement shall be construed in accordance with the laws of the State of Utah.
23. Entire Agreement. All agreements, covenants, representations and warranties, express or implied, oral or written, of the parties concerning the subject matter hereof are contained solely in this Agreement, subject to any implied warranties and conditions imposed upon the parties by Utah law. No other agreements, covenants, representations, or warranties have been made by any party to any other party concerning the subject matter hereof. All prior and contemporaneous conversations, negotiations, possible and alleged agreements, representations, covenants, and warranties concerning the subject matter hereof are merged herein. This is an integrated agreement.

[signature page follows]

Dated the ____ day of _____, 2022.

Earth Services LLC

By:
Its:

STATE OF UTAH)
 : ss.
COUNTY OF UTAH)

On this ____ day of _____, 2022, 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 Earth Services LLC and that said document was signed by him/her in behalf of said Limited Liability Company by Authority of its 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 _____, 2022.

Lehi City Corporation

Mayor Mark Johnson

Attest:

Teisha, Wilson, City Recorder

EXHIBIT A – Contract Documents

EXHIBIT B – Performance/Payment Bonds

EXHIBIT C – Warranty Bond

City Council Agenda Item Report

Meeting Date: September 27, 2022

Submitted By: Teisha Wilson

Submitting Department:

Item Type: Resolution

Agenda Section: Regular Agenda

Subject:

Consideration of Resolution #2022-86, approving an agreement for the Flight Park Well drilling.

Suggested Action:

Attachments:

[Flight Park Well Agreement - to City Council.pdf](#)

DOCUMENT 00 52 00
AGREEMENT

This Agreement is by and between Lehi City ("Owner") and _____ ("Contractor").

Terms used in this Agreement have the meanings stated in the General Conditions and the Supplementary Conditions.

Owner and Contractor hereby agree as follows:

ARTICLE 1—WORK

1.01 CONTRACTOR SHALL COMPLETE ALL WORK AS SPECIFIED OR INDICATED IN THE CONTRACT DOCUMENTS. THE WORK IS GENERALLY DESCRIBED AS FOLLOWS:

Description and Scope of Work: Drilling of a production borehole while advancing casing for the construction of a production water well. The well is to be drilled to a total depth not to exceed 1500 feet. The well will be drilled with 20-inch casing advanced to a minimum depth of 800 feet deep. The well casing will be perforated, and test-pump developed to determine anticipated yield and water quality. Anticipated production is from a fractured bedrock (quartzite) aquifer. The well is to be used in the Lehi City drinking water system.

ARTICLE 2—THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: **Lehi City – Flight Park Well Drilling Project.**

ARTICLE 3—ENGINEER

3.01 The Owner has retained Hansen, Allen & Luce, Inc. ("Engineer") to act as Owner's representative, assume all duties and responsibilities of Engineer, and have the rights and authority assigned to Engineer in the Contract.

3.02 The part of the Project that pertains to the Work has been designed by Engineer.

ARTICLE 4—CONTRACT TIMES

4.01 *Time is of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Contract Times: Dates*

A. The Work will be substantially complete within 135 Days of the Notice to Proceed (00 50 00) and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within 165 Days of the Notice to Proceed (00 50 00).

4.03 *Liquidated Damages*

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the Contract Times, as duly modified. The parties also recognize the delays, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):
1. *Substantial Completion:* Contractor shall pay Owner \$200.00 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for Substantial Completion, until the Work is substantially complete.
 2. *Completion of Remaining Work:* After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner \$200.00 for each day that expires after such time until the Work is completed and ready for final payment.
 3. Liquidated damages for failing to timely attain Milestones, Substantial Completion, and final completion are not additive, and will not be imposed concurrently.
- B. If Owner recovers liquidated damages for a delay in completion by Contractor, then such liquidated damages are Owner's sole and exclusive remedy for such delay, and Owner is precluded from recovering any other damages, whether actual, direct, excess, or consequential, for such delay, except for special damages (if any) specified in this Agreement.

ARTICLE 5—CONTRACT PRICE

- 5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents, the amounts that follow, subject to adjustment under the Contract:
- A. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.
- All specific cash allowances are included in the above price in accordance with Paragraph 13.02 of the General Conditions.

ARTICLE 6—PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

- A. Owner shall make progress payments on the basis of Contractor's Applications for Payment on or about the 30th day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on

the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract.

- a. 95 percent of the value of the Work completed (with the balance being retainage).

- 1) If 50 percent or more of the Work has been completed, as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and

- b. 95 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 97.5 percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less 100 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

6.03 *Final Payment*

- A. Upon final completion and acceptance of the Work, Owner shall pay the remainder of the Contract Price in accordance with Paragraph 15.06 of the General Conditions.

6.04 *Consent of Surety*

- A. Owner will not make final payment, or return or release retainage at Substantial Completion or any other time, unless Contractor submits written consent of the surety to such payment, return, or release.

6.05 *Interest*

- A. All amounts not paid when due will bear a maximum interest rate of up to or equal to Owner's maximum interest rate, but in no case greater than 4 percent per annum.

ARTICLE 7—CONTRACT DOCUMENTS

7.01 *Contents*

- A. The Contract Documents consist of all of the following:

1. This Agreement.
 2. Bonds:
 - a. Performance bond (together with power of attorney).
 - b. Payment bond (together with power of attorney).
 3. General Conditions.
 4. Supplementary Conditions.

5. Specifications as listed in the table of contents of the project manual (copy of list attached).
6. Drawings (Well Schematics) with each sheet bearing the following general title:
Lehi City – Flight Park Well Drilling Project.
7. Drawings listed on the attached sheet index.
8. Addenda (numbers _____ to _____ , inclusive).
9. Exhibits to this Agreement (enumerated as follows):
 - a. _____
10. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed.
 - b. Work Change Directives.
 - c. Change Orders.
 - d. Field Orders.
 - e. Warranty Bond, if any.
- B. The Contract Documents listed in Paragraph 7.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 7.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.

ARTICLE 8—REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS

8.01 Contractor's Representations

- A. In order to induce Owner to enter into this Contract, Contractor makes the following representations:
 1. Contractor has examined and carefully studied the Contract Documents, including Addenda.
 2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 3. Contractor is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
 4. Contractor has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
 5. Contractor has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been

identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.

6. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (c) Contractor's safety precautions and programs.
7. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
8. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
9. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
10. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

8.02 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 8.02:
 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

8.03 *Standard General Conditions*

- A. Owner stipulates that if the General Conditions that are made a part of this Contract are EJCDC® C-700, Standard General Conditions for the Construction Contract (2018), published by the Engineers Joint Contract Documents Committee, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or “track changes” (redline/strikeout), or in the Supplementary Conditions.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on _____ (which is the Effective Date of the Contract).

Owner:

Lehi City

(typed or printed name of organization)

By:

(individual's signature)

Date:

(date signed)

Name:

(typed or printed)

Title:

(typed or printed)

Attest:

(individual's signature)

Title:

(typed or printed)

Address for giving notices:

Designated Representative:

Name:

(typed or printed)

Title:

(typed or printed)

Address:

Phone:

Email:

(If **[Type of Entity]** is a corporation, attach evidence of authority to sign. If **[Type of Entity]** is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)

Contractor:

(typed or printed name of organization)

By:

(individual's signature)

Date:

(date signed)

Name:

(typed or printed)

Title:

(typed or printed)

(If **[Type of Entity]** is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest:

(individual's signature)

Title:

(typed or printed)

Address for giving notices:

Designated Representative:

Name:

(typed or printed)

Title:

(typed or printed)

Address:

Phone:

Email:

License No.:

(where applicable)

State:

City Council Agenda Item Report

Meeting Date: September 27, 2022

Submitted By: Jacob Curtis

Submitting Department: Planning Division

Item Type: Resolution

Agenda Section: Regular Agenda

Subject:

Consideration of Resolution #2022-82, approving a Development Agreement between Lehi City and Kevin and Sarah Gordan for the Gordon Daycare Project located at approximately 860 North 2300 West.

Suggested Action:

Attachments:

[Res 2022-82.docx](#)

[Gordon Development Agreement 08.24.22.docx](#)



RESOLUTION NO. 2022-82

A RESOLUTION OF THE LEHI CITY COUNCIL APPROVING A DEVELOPMENT
AGREEMENT BETWEEN KEVIN AND SARAH GORDON AND LEHI CITY

WHEREAS, Kevin and Sarah Gordon (“Developer”) have a legal interest in certain real property and desires to develop a commercial child daycare project on the property;

WHEREAS, On July 12, 2022, the City Council approved the Gordon General Plan Amendment and directed staff to work on this Agreement to limit neighborhood commercial development on this site in accordance with the terms and conditions set forth in this agreement (“Development Agreement”);

WHEREAS, on September 27th, 2022, 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 Development Agreement with Kevin and Sarah Gordon; 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 Development Agreement 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 27th day of September, 2022.

LEHI CITY

ATTEST

Mark Johnson, Mayor

Teisha Wilson, City Recorder

EXHIBIT A

GORDON DEVELOPMENT AGREEMENT

This DEVELOPMENT AGREEMENT (“Agreement”) effective as of the date the last Party signs below (“Effective Date”) by and among Lehi City, a political subdivision of the State of Utah (“City”) and Kevin and Sarah Gordon whose principal place of business is located at 13294 S Nashi Ln, Draper, UT 84020. (“Developer”). The City and the Developer are hereinafter referred to individually as a “Party” and collectively as the “Parties.”

RECITALS

A. City, acting pursuant to its authority under Municipal Land Use, Development, and Management Act, Utah Code Ann. §§ 10-9a-101, -803, as amended, and in furtherance of its land use policies, goals, objectives, ordinances, and regulations of Lehi City, in the exercise of its legislative discretion, has elected to approve and enter into this Agreement.

B. On July 12, 2022, the City Council approved the Gordon General Plan Amendment to Neighborhood Commercial (NC) and directed staff to work on this Agreement to limit NC development on this site in accordance with the terms and conditions set forth in this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises, covenants, and provisions set forth herein, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

ARTICLE 1

1.1 Use Approval. The City agrees, and this Agreement confirms, that Child Daycare (the Approved Use), shall be allowed as an approved Use in the Neighborhood Commercial Zone, and the ONLY allowed commercial use on the property as of the Effective Date of this Agreement, subject to the terms of this Agreement.

ARTICLE 2

2.1 Developer agrees to the following:

2.1.1 Child Daycare is the only commercial allowed use on the property and will be subject to the Site Plan approval process outlined in the Lehi City Development Code.

2.1.2 Developer will install a six foot tall sight obscuring fence around the perimeter of the property but less and subject to any line-of-sight or setback standards as required by the City.

2.1.3 Developer will apply for, and receive approval of, a zone change (“Zone Change”) from the current A-1 Zone to the Neighborhood Commercial Zone and meet the water dedication requirements of Chapter 27 of the Development Code in order to develop the Approved Use of the property.

2.2 Condition Precedent. As a condition precedent to the obligations of the Parties hereunder, this Agreement is contingent upon and shall only become effective at such time, and in the event that, the City Council, in the independent exercise of its legislative discretion, elects to approve the Zone Change. This Agreement is not intended to and does not affect or in any way bind or supersede the independent exercise of legislative discretion by the City Council in deciding whether to approve or deny the Zone Change.

2.3 Should Developer not apply for and receive approval for the Neighborhood Commercial Zone within two years of the date of the City Council's approval of this Agreement, the General Plan Land Use designation will revert back to the Very Low Density Residential/Agricultural (VLDRA) designation.

ARTICLE 3

3.1 Breach and Cure. Any material failure by any Party to perform any term or provision of this Agreement, which breach continues uncured for a period of ten (10) days following written notice of such failure from the non-defaulting Party, unless such period is extended by written mutual consent, shall constitute a default under this Agreement. Any notice given pursuant to the preceding sentence shall specify the nature of the alleged breach and, where appropriate, the manner in which said breach satisfactorily may be cured. If the nature of the alleged breach is such that it cannot reasonably be cured within such 10-day period, then the commencement of the cure within such time period, and the diligent prosecution to completion of the cure thereafter, shall be deemed to be a cure within such 10-day period. Upon the occurrence of an uncured breach or default under this Agreement as described above, the non-defaulting party may terminate this Agreement by written notice to the breaching party, and the non-defaulting Party may pursue any and all available legal or equitable remedies.

ARTICLE 4

4.1 Indemnification. Developer agrees to indemnify, hold harmless and defend the City from and against any and all loss, damage, or expense which the City may suffer or for which the City may be held liable by reason of any injury (including death) or damage to any property to the extent arising out of the Developer's breach of this Agreement. This indemnity provision shall not apply to claims arising from or attributable to the negligence or intentional conduct of the City.

4.2 No Agency, Joint Venture or Partnership. It is specifically understood and agreed to by and between the Parties that this Agreement does not create any form of agency relationship, joint venture, or partnership expressed or implied between them.

4.3 Severability. If any term or provision of this Agreement, or the application of any term or provision of this Agreement to a particular situation, is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining terms and provisions of this Agreement, or the application of this Agreement to other situations, shall continue in full force and effect unless amended or modified by mutual consent of the Parties.

4.4 Other Necessary Acts. Each Party shall execute and deliver to the other any further instruments and documents as may be reasonably necessary to carry out the objectives and intent of this Agreement.

4.5 Construction/Interpretation. The Parties acknowledge that each has had the opportunity to have this Agreement reviewed and revised by legal counsel and no presumption or rule that ambiguities shall be construed against the drafting Party shall apply to the interpretation or enforcement of this Agreement.

4.6 Other Miscellaneous Terms. The singular shall include the plural; the masculine gender shall include the feminine; “shall” is mandatory; “may” is permissive.

4.7 Waiver. No action taken by any Party shall be deemed to constitute a waiver of compliance by such Party with respect to any representation, warranty, or condition contained in this Agreement. Any waiver by any Party of a breach of any provision of this Agreement shall not operate or be construed as a waiver by such Party of any subsequent breach, except as outlined in Article 4.1 above.

4.8 Utah Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Utah.

4.9 Covenant of Good Faith and Fair Dealing. Each Party shall use its best efforts and take and employ all necessary actions in good faith consistent with this Agreement to ensure that the rights secured by the other Parties through this Agreement can be enjoyed.

4.10 Representations. Each Party hereby represents and warrants to each other Party that the following statements are true, complete and not misleading as regards the representing warranting Party;

(a) Such Party is duly organized, validly existing and in good standing under the laws of the state of its organization.

(b) Such Party has full authority to enter into this Agreement and to perform all of its obligations hereunder. The individual(s) executing this Agreement on behalf of such Party do so with the full authority of the Party that those individual(s) represent.

(c) This Agreement constitutes the legal, valid and binding obligation of such Party enforceable in accordance with its terms, subject to the rules of bankruptcy, moratorium and equitable principles.

4.11 No Third-Party Beneficiaries. This Agreement is between the City and the Developer. No other party shall be deemed a third-party beneficiary or have any rights under this Agreement.

4.12 Force Majeure. No liability or breach of this Agreement shall result from delay in performance or nonperformance caused, directly or indirectly, by circumstances beyond the reasonable control of the Party affected (“Force Majeure”), including, but not limited to, fire, extreme weather, terrorism, explosion, flood, war, power interruptions, pandemics and related governmental restrictions or actions, the act of other governmental bodies, accident, labor trouble or the shortage or inability to obtain material, service, personnel, equipment or transportation, failure of performance by a common carrier, failure of performance by a public utility, or vandalism.

4.13 Notices.

Any notice or communication required hereunder between the parties must be in writing, and may be given either personally or by registered or certified mail, return receipt requested. If given by registered or certified mail, such notice or communication shall be deemed to have been given and received on the first to occur of (i) actual receipt by any of the addressees designated below as the Party to whom notices are to be sent, or (ii) five (5) days after a registered or certified letter containing such notice, properly addressed, with postage prepaid, is deposited in the United States mail. If personally delivered, a notice shall be deemed to have been given when delivered to the Party to whom it is addressed. Any Party may at any time, by giving ten (10) days written notice to the other Party, designate any other address to which notices or communications shall be given. Such notices or communications shall be given to the Parties at their addresses set forth below:

If to the City:

The Honorable Mayor Mark Johnson
Lehi City
153 North 100 East
Lehi, UT 84043

With Copies to:

Ryan Wood
Lehi City Attorney
153 North 100 East
Lehi, UT 84043

If to Developer:

Kevin and Sarah Gordon
13294 S Nashi Ln
Draper, UT 84020

4.14 Entire Agreement, Counterparts and Exhibits. Unless otherwise noted herein, this Agreement is the final and exclusive understanding and agreement of the Parties and supersedes all negotiations or previous agreements between the Parties with respect to all or any part of the subject matter hereof. All waivers of the provisions of this Agreement shall be in writing and signed by the appropriate authorities of City and Developer. This Agreement may only be modified as mutually agreed by both Parties in a writing signed by appropriate authorities of City and Developer.

4.15 Non-Assignability; Agreement to Run with the Land. This Agreement shall not be assignable by Developer except upon the express written consent of the City in its sole discretion; provided however, that Developer may fully assign this Agreement to its corporate parent, a corporate affiliate or a subsidiary. Notwithstanding the foregoing or any other provision of this Agreement to the contrary, this Agreement shall be recorded against the property described on Exhibit "A" and shall be deemed to run with the land and shall be binding on and inure to the benefit of the City and all successors and assigns of Developer in the ownership or development of any portion of such property. To avoid any doubt, all future owners of the property described

on Exhibit “A” shall be permitted to develop and use the same for the Approved Use as permitted under this Agreement, unless the Approved Use has been terminated as provided in Sections 2.1.4, 2.1.5 or 3.1 of this Agreement.

[Remainder of page intentionally left blank; signature page to follow]

IN WITNESS WHEREOF, this Agreement has been entered into by and between City, and Developer as of the Effective Date.

LEHI CITY CORPORATION

By: Mark Johnson
Its: Mayor

ATTEST:

Teisha Wilson
City Recorder

KEVIN AND SARA GORDON
13294 S Nashi Ln
Draper, UT 84020

By: _____

Its: _____

STATE OF UTAH)
 ss:
COUNTY OF _____)

On this _____ day of _____, 2022 before me, _____ a notary public, 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 is the _____ of Gordon Holdings LLC and that said document was signed by him in behalf of said Company by Authority of its operating agreement, or member or manager consent, and said _____ acknowledged to me that said Company executed the same.

Witness my hand and official seal.

Notary Public

(notary seal)

Exhibit "A"

PT. LOT 2, PLAT A, WILLOW CREEK ACRES SUB DESCRIBED AS FOLLOWS; COM S 329.43 FT & E 356.64 FT FR W 1/4 COR. SEC. 7, T5S, R1E, SLB&M.; S 89 DEG 12' 53" E 411.11 FT; S 0 DEG 46' 41" W 173.36 FT ACTUAL COURSE = S00-46-42W 173.36; N 89 DEG 15' 6" W 408.08 FT ACTUAL COURSE = N89-15-08W 408.08; N 89 DEG 15' 6" W .31 FT ACTUAL COURSE = N89-15-08W 0.31; N 0 DEG 7' 3" W 173.65 FT TO BEG. AREA 1.632 AC.



City Council Agenda Item Report

Meeting Date: September 27, 2022

Submitted By: Brittney Harris

Submitting Department: Planning Division

Item Type: Action Item

Agenda Section: Regular Agenda

Subject:

Consideration of Final subdivision approval for the Lehi Medical Phase 2, a 7-lot single family lot development located at 1090 W 3300 North in an R-1-10 zone.

Suggested Action:

Attachments:

[CC Staff Report Lehi Medical Phase 2 Final 09.27.22.docx](#)

[Lehi Medical Phase 2 Subdivison DRC 9.7.22.docx](#)

[Lehi Medical Phase 2 FInal Subdivision Plans.pdf](#)

[Aerial Map.pdf](#)

[General Plan Map.pdf](#)

[Zoning Map.pdf](#)

LEHI MEDICAL PHASE 2 FINAL SUBDIVISION CITY COUNCIL REPORT

Applicant	Fort Street Partners		
Meeting Date	September 27, 2022		
Requested Action/Purpose	Approval of a final subdivision		
Location	1090 West 3300 North		
Existing General Plan Designation	Low Density Residential (LDR)		
Existing Zoning	R-1-10		
Existing Land Use	Undeveloped		
Number of Lots/Units	7		
Adjacent Zoning and Land Use	<i>North</i>	R-1-10	Single Family Homes
	<i>South</i>	R-1-10	Single Family Homes
	<i>East</i>	R-1-10	Single Family Homes
	<i>West</i>	Commercial	Undeveloped
Date of DRC Review	September 7, 2022		
Assigned Planner	Brittney Harris		
REQUIRED ACTION			
City Council	Final approval		

APPLICABLE DEVELOPMENT CODE REGULATIONS

Section 11.180. Effective Period of Final Subdivision Plat Approval.

The approval of a final subdivision plat shall be effective for a period of two (2) years from the date the final plat is approved and signed by the City Council, at the end of which time such final subdivision plat shall have been recorded in the office of the Utah County Recorder.

Table 05-040-A Table of Bulk and Intensity Requirements. Agricultural and Residential Districts.

	R-1-10
Minimum Lot Size	Single-Family Dwelling 10,000 Sq.Ft. ^a Other Allowed Uses 10,000 Sq.Ft. ^a
Maximum Dwelling Units Per Acre	3.5 ^a
Minimum Lot Width/Frontage	Residential Uses 80 Ft. ^{a,b} Other Allowed Uses 160 Ft. ^{a,b}
Minimum Front Yard	25 Ft. ^c
Minimum Rear Yard (Interior Lots)	30 Ft. ^d
Minimum Rear Yard (Corner Lots)	15 Ft.

	R-1-10
Minimum Side Yard	Residential Uses 8 Ft. Total Side Yards Not Less Than 20 Ft. ^e Other Allowed Uses 20 Ft. Total Side Yards Not Less Than 40 Ft.
Minimum Side Yard (Corner Lot)	20 Ft. ^f
Height	Max. 35 Ft. or 2 Stories. Min. 1 Story
Minimum Ground Floor Area Per Resi- dential Unit	1,000 Sq.Ft. ^g
Min. Area For PRD	10 Acre min.

PROPERTY HISTORY

March 26, 2013	Property came into the City as part of the Aces Athletics South Annexation
April 26, 2022	City Council approved the Fort Street Zone Change from TH-5 to Commercial and R-1-10
May 10, 2022	City Council approved the Lehi Medical Phase 1 Subdivision create one commercial lot
August 9, 2022	City Council approved the Lehi Medical Phase 2 Preliminary Subdivision

REPORT ANALYSIS

The applicant requests approval of the Lehi Medical Phase 2 final subdivision, a 7-lot residential development located at 1090 West 3300 North in the R-1-10 zone.

The proposed subdivision will create seven residential lots to the east of the approved Lehi Medical building. The proposed lots all exceed the 10,000 square foot lot minimum of the R-1-10 zone and have more than the required 80 feet of frontage. The proposed lots are similar in size to the surrounding lots.

The subdivision also includes the connection of 1090 West Street increasing the connectivity in the area and allowing greater access in this neighborhood.

The DRC reviewed the proposed subdivision and had three redline comments and one recommendation:

1. Move all PI service next to culinary services. With past experience and knowledge, the PI can will be in the drive-way. We do not allow water cans being in driveways.
2. On plat add note to mark all property corners and to add pins it the top of curb
3. Update payment in lieu of detention note
4. Recommend directional detectable tiles, they would be good here since this ramp is for bikes and is not a pedestrian street crossing. Directional tiles run parallel to the sidewalk to indicate to those with vision impairment to keep walk and not to enter the street.

Please include all DRC comments in your motion.

POSSIBLE MOTIONS AND FINDINGS

The City Council may approve or deny the Lehi Medical Phase 2 Final subdivision. Any motion should include findings. Possible findings include:

1. The proposed subdivision includes lots of a similar size and shape to the existing lots in the surrounding neighborhood.
2. The proposed subdivision will increase connectivity in the neighborhood.
3. The proposed subdivision does/does not meet the requirements of the Lehi City Development Code in regards to subdivision approvals.
4. Other findings based upon information presented at the public hearing.

**Lehi Medical Phase 2 Final Subdivision
DRC Redline Comments**

Fort Street Partners- requests final subdivision review of Lehi Medical Phase 2, a 7 single family lot development located at 1090 W 3300 North in an R-1-10 zone.

DRC Members Present: Glade Kirkham, Garion Rowett, Greg Allred, Ryan Allred, Jacob Hernandez, Kim Struthers, Gary Smith, Ross Dinsdale, Trent Dyer

Representatives of the Applicant Present: Mike Carlton

Date of Plans Reviewed: 8/29/22

Time Start: 1:06pm

Time End: 1:11pm

DRC REDLINE COMMENTS:

Glade – Power: No comments

Garion – Fire: No comments

Greg/Ryan – Water/Sewer:

1. Move all PI service next to culinary services. With past experience and knowledge the PI can will be in the driveway. We do not allow water cans being in driveways.

Trent – Parks: No comments

Gary – Building/Inspections:

2. On plat add note to mark all property corners and to add pins it the top of curb

Jacob – Public Works: No comments

Ross – Engineering:

3. Update payment in lieu of detention note

Kim – Planning:

4. Recommend directional detectable tiles, they would be good here since this ramp is for bikes and is not a pedestrian street crossing. Directional tiles run parallel to the sidewalk to indicate to those with vision impairment to keep walk and not to enter the street.

PRIOR TO SCHEDULING A PRECONSTRUCTION MEETING:

1. Provide an engineer's cost estimate for the cost of all improvements to Lehi City Engineering. (Duane Butler- dbutler@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. Include surveyor's and engineer's stamps and signatures on the construction drawings.
5. Show lot addresses on the final plat (must coordinate with Planning Division).
6. Submit Storm Water Pollution Prevention Plan (SWPPP) through ComplianceGo.com for review by Lehi Public Works (Contact Jacob Hernandez- jhernandez@lehi-ut.gov or 385-201-2435).
7. 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.
8. 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.
9. Address any comments or conditions from City Council approval.
10. Plans need to be signed by Community Development Director and Public Works Director before precon can be scheduled
11. Planner needs to sign off on building plans prior to the precon meeting

PRIOR TO RECORDING OF PLAT:

1. Provide a Mylar of the final plat for recording with the owners notarized signature(s).

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.

2. Include surveyor's and engineer's stamps and signatures on the plat.
3. Submit a title report to be reviewed by Lehi City Attorney.
4. Developer shall provide a letter with an exhibit of the property covered from their title company guaranteeing that the property taxes including rollback/greenbelt taxes have been paid of open space or right of way is being dedicated.
5. Provide a signed easement verification sheet (for proposed public utility easements on the plat).
6. 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 CITY COUNCIL ON SEPTEMBER 27th

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

LEHI MEDICAL - PHASE 2

A RESIDENTIAL SUBDIVISION

FINAL CONSTRUCTION DRAWINGS

LEHI CITY GENERAL NOTES

- ALL MATERIALS AND CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF THE LEHI CITY STANDARDS AND PUBLIC IMPROVEMENT SPECIFICATIONS, AND THE 2007 LEHI CITY POWER SPECIFICATIONS. CONTRACTOR TO OBTAIN CURRENT STANDARDS, SPECIFICATIONS, AND CITY GENERAL NOTES FROM LEHI CITY.
- CONTRACTOR RESPONSIBLE FOR PROTECTION OF ALL UTILITIES SHOWN OR NOT SHOWN.
- CONTRACTORS SHALL ATTEND ALL PRE-CONSTRUCTION CONFERENCES AND ABIDE BY DIRECTIVES AND DECISIONS MADE THEREIN.
- CONTRACTOR SHALL BE RESPONSIBLE FOR ALL PUBLIC SAFETY AND OSHA STANDARDS.
- LOCATION AND INSTALLATION OF GAS, POWER, TELEPHONE, AND CABLE LINES TO BE DONE IN ACCORDANCE WITH LEHI CITY STANDARDS.
- CONTRACTOR TO FIELD VERIFY LOCATION AND ELEVATION OF ALL EXISTING UTILITIES PRIOR TO CONSTRUCTION.
- CONTRACTOR IS RESPONSIBLE TO OBTAIN ALL NECESSARY PERMITS FOR WORK.
- CONTRACTOR IS RESPONSIBLE TO KEEP A COPY OF THE STORM WATER POLLUTION PREVENTION PLAN (SWPPP) AND THE UTAH POLLUTANT DISCHARGE ELIMINATION SYSTEM PERMIT ON SITE DURING THE COURSE OF CONSTRUCTION. CONTRACTOR IS RESPONSIBLE FOR COMPLIANCE WITH THESE STATE REQUIRED DOCUMENTS.
- WHEN INSTALLING PROPOSED UTILITIES, CONTRACTOR TO IDENTIFY POTENTIAL CONFLICTS BETWEEN STORM DRAIN, CULINARY WATER, AND/OR SECONDARY WATER. IN ALL CASES, STORM DRAIN DESIGN SHALL GOVERN.
- IF CONSTRUCTION WORK IS IN EXISTING ASPHALT AREAS, CONTRACTOR TO SAWCUT EXISTING ASPHALT FOR MATCH.
- DURING THE CONSTRUCTION PROCESS, THE ENGINEER SHALL BE NOTIFIED IMMEDIATELY BY THE CONTRACTOR IF MORE OR LESS WORK IS REQUIRED THAN WHAT THESE PLANS SHOW.
- CONTRACTOR IS RESPONSIBLE FOR COMPLIANCE WITH ALL REQUIREMENTS OF THE AMERICANS WITH DISABILITIES ACT. ADA ACCESSIBLE SIDEWALK RAMPs WILL BE CONSTRUCTED IN ACCORDANCE WITH THE LATEST EDITION OF THE LEHI CITY DESIGN STANDARDS AND PUBLIC IMPROVEMENTS SPECIFICATIONS.
- ALL UTILITY TIE-INS TO BE FIELD VERIFIED BY THE CONTRACTOR PRIOR TO CONSTRUCTION.
- ANY EXISTING WELL LOCATED ON THIS PROPERTY MUST BE ELIMINATED BY A CERTIFIED WELL DRILLER, PROPER DOCUMENTATION SHALL BE PROVIDED TO LEHI CITY WATER DEPARTMENT.
- ROAD STUBS CONSTRUCTED FOR FUTURE CONNECTION SHALL BE BLOCKED OFF WITH BARRICADED AND/OR APPROPRIATE SIGNAGE PER MUTCD REQUIREMENTS.
- ALL HYDRANTS AND BLOW OFF VALVES NOT LOCATED IN A PLANTER STRIP REQUIRE TRAFFIC PROTECTION.
- PRIOR TO A PRE-CONSTRUCTION MEETING, IRRIGATION OWNERS SIGNATURE FOR ALL IRRIGATION DITCH MODIFICATIONS WILL BE REQUIRED.
- A COLOR ELECTRONIC COPY OF AS-BUILT DRAWINGS, FORMATTED IN ACCORDANCE WITH SECTION 3 OF THE 2016 EDITION OF THE LEHI CITY DESIGN STANDARDS, SHALL BE SUBMITTED TO THE CITY UPON COMPLETION OF THE PUBLIC IMPROVEMENTS; INCLUDING WATER, SEWER, STORM DRAIN, AND POWER.
- PRIOR TO CONSTRUCTION, AN EROSION AND SEDIMENT CONTROL PLAN WILL BE SUBMITTED TO THE PUBLIC WORKS DIRECTOR FOR APPROVAL.
- PRIOR TO COMMENCEMENT OF ANY WORK, A PRE-CONSTRUCTION MEETING WILL BE HELD WITH THE PUBLIC WORKS DIRECTOR, CHIEF BUILDING OFFICIAL, CITY INSPECTORS, THE CONTRACTOR, AND PROPERTY OWNER.

PROJECT BASIS OF BEARING AND BENCHMARK

PROJECT BASIS OF BEARING:
THE PROJECT BASIS OF BEARING IS SOUTH 89°56'53" EAST BETWEEN THE WEST QUARTER OF SECTION 32 (TOWNSHIP 4 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN), A FOUND BRASS CAP, AND THE EAST QUARTER OF SAID SECTION SECTION 32, A FOUND BRASS CAP.

PROJECT BENCHMARK:
THE PROJECT BENCHMARK IS THE WEST QUARTER OF SAID SECTION SECTION 32, A FOUND BRASS CAP, HAVING AN ELEVATION OF 4717.18'.

PROJECT TOPOGRAPHY: THE PROJECT WAS DESIGNED WITH PHOTOGRAMMETRIC TOPOGRAPHY BY WILDING ENGINEERING.

LEHI CITY UTILITY NOTES

WATERLINE NOTES:

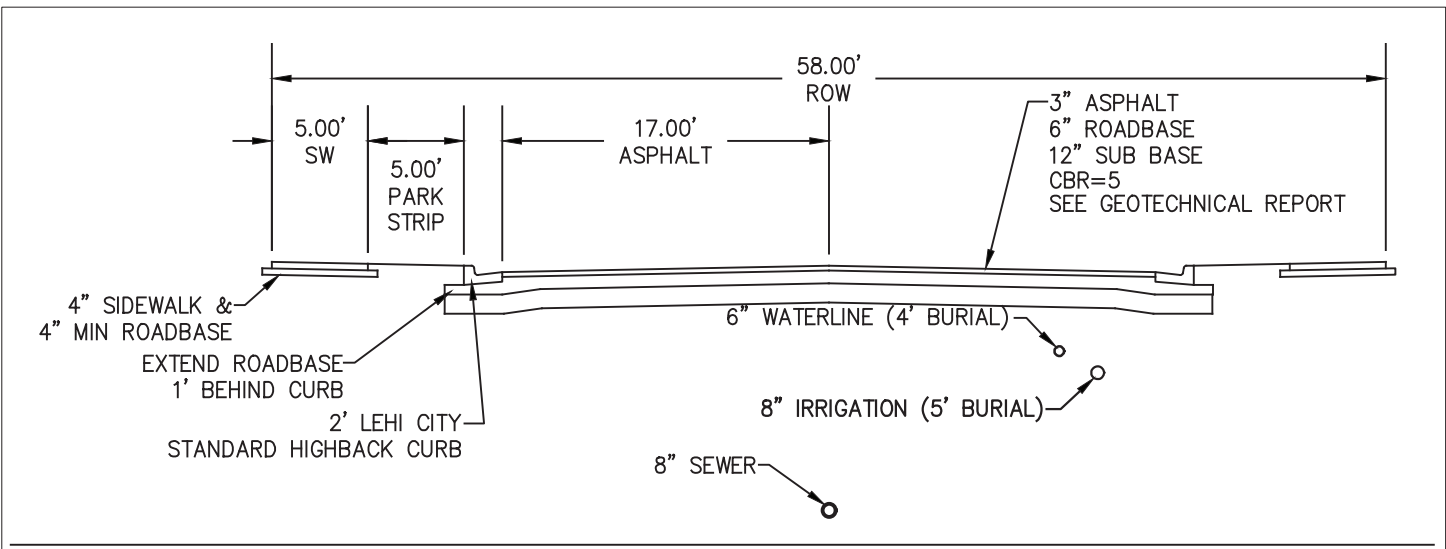
- CULINARY SERVICE LATERALS TO BE 3/4" SERVICES.
- ALL CULINARY WATERLINES SHALL BE 48" BELOW FINISHED GRADE TO TOP OF PIPE.
- ALL VALVE COVERS TO BE RAISED OR LOWERED TO FINISHED GRADE.
- CULINARY WATER SERVICE LATERALS TO FOLLOW THE LEHI CITY STANDARDS.
- WATER LATERALS TO BE STUBBED 15' INSIDE PROPERTY AND MARKED WITH A TREATED 2X4 PAINTED BLUE.
- CONTRACTOR TO ADJUST DEPTH OF WATERLINE TO CLEAR STORM DRAIN LINES.
- EXISTING UTILITY SERVICES WILL NEED TO BE ELIMINATED PER LEHI CITY STANDARDS
- ALL WATER AND PI METERS TO BE INSTALLED IN THE PLANTER STRIP.

SEWER NOTES:

- ALL SANITARY SEWER CONSTRUCTION AND MATERIALS SHALL COMPLY WITH LEHI CITY STANDARDS AND CONSTRUCTION SPECIFICATIONS.
- CONTRACTOR SHALL FIELD VERIFY LOCATIONS AND INVERT ELEVATIONS OF EXISTING MANHOLES AND OTHER UTILITIES BEFORE STAKING OR CONSTRUCTING ANY NEW SEWER LINES.
- FOUR FEET MINIMUM OF COVER IS REQUIRED OVER ALL SEWER LINES.
- ALL MANHOLE LIDS TO BE RAISED OR LOWERED TO FINISHED GRADE.
- SEWER LATERALS TO BE STUBBED 15' INSIDE PROPERTY AND MARKED WITH A TREATED 2X4 PAINTED GREEN.
- ALL SEWER TO BE BACKFILLED WITH DISTRICT APPROVED SELECT BACKFILL, AND COMPACTED PER DISTRICT STANDARDS.

EROSION CONTROL NOTES:

- CONTRACTOR TO PROVIDE DUST CONTROL AT ALL TIMES. CONTRACTOR SHALL PROVIDE THE NECESSARY MITIGATION TO KEEP DUST TO THE ACCEPTABLE LIMITS IDENTIFIED IN THE AIR QUALITY PERMIT OBTAINED FROM THE STATE OF UTAH, DEPARTMENT OF AIR QUALITY. IGNORANCE OF THESE CODES AND STATUTES IS NOT AN ACCEPTABLE REASON FOR NOT COMPLYING WITH THESE REQUIREMENTS. THE CITY INSPECTOR MAY REQUIRE SOIL ADDITIVES TO CONTROL DUST. PROVISIONS TO CONTROL DUST MUST BE ON SITE AND OPERATIONAL PRIOR TO ANY LAND DISTURBANCE.
- EXISTING PAVED ROADWAYS ARE TO BE KEPT CLEAN AT ALL TIMES. CONTRACTOR TO MAINTAIN STREETS TO BE FREE FROM DIRT AND DEBRIS.
- SILT FENCES, TEMPORARY SEDIMENT TRAPS, TEMPORARY BERMS, AND OTHER EROSION CONTROL DEVICES ARE TO BE INSPECTED AND MAINTAINED WITHIN 24 HOURS AFTER EACH SIGNIFICANT STORM EVENT (0.5 INCHES) OR TWICE MONTHLY.
- CONTRACTOR TO REPLACE DAMAGED EROSION CONTROL DEVICES, OR DEVICES THAT DO NOT FUNCTION PROPERLY.
- ENVIRONMENTAL FENCE NOT NEEDED WHERE EXISTING FENCES EXIST ON ADJACENT PROPERTY.



STREET CROSS SECTION
1090 WEST STREET

VICINITY MAP



SHEET INDEX

C101	COVER SHEET
1 OF 1	LEHI MEDICAL PROPERTY RECORD OF SURVEY
1 OF 1	LEHI MEDICAL -- PHASE 2 PLAT
C201	MASTER UTILITY PLAN
C202	MASTER GRADING PLAN
C203	MASTER EROSION CONTROL PLAN
C301	1090 WEST PLAN & PROFILE
C401	CONSTRUCTION DETAILS

CONTACT INFORMATION:

OWNER:
LEHI MEDICAL PARTNERS, LLC

DEVELOPER:
FORT STREET PARTNERS
CONTACT: HEATHER LLEWELYN
PHONE: 801.503.5760
heather@fortstreetpartners.com

ENGINEER:
WILDING ENGINEERING
CONTACT: MIKE CARLTON
PHONE: 801.553.8112
mcarlton@wildingengineering.com

SURVEYOR:
WILDING ENGINEERING
CONTACT: KAGAN DIXON
PHONE: 801.553.8112
kdixon@wildingengineering.com



DRAWING NOTES:

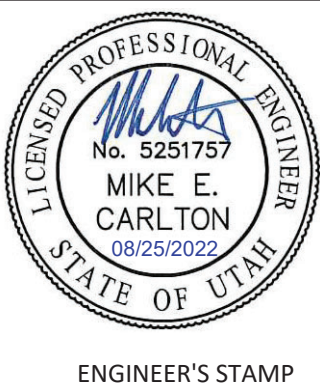
1	LEHI CITY COMMENT	8/25/22
NO.	REVISION	DATE

PROJECT INFORMATION

LEHI MEDICAL - PHASE 2
A RESIDENTIAL SUBDIVISION

COVER SHEET
LEHI CITY, UTAH

DRAWN TMC	CHECKED MEC	PROJECT # 22016
DATE 8/8/22		
SCALE NONE		
SHEET C101		



LEHI MEDICAL - PHASE 2
A RESIDENTIAL SUBDIVISION
LOCATED IN THE NORTHWEST QUARTER OF SECTION 32,
TOWNSHIP 4 SOUTH, RANGE 1 EAST; SALT LAKE BASE AND
MERIDIAN
SHEET 1 OF 1

NORTHWEST CORNER OF SECTION 32,
TOWNSHIP 4 SOUTH,
RANGE 1 EAST,
SALT LAKE BASE AND MERIDIAN
(FOUND NAIL & STRADDLES)

N00°09'22"E 2636.91' (MEAS)

LEHI MEDICAL
PHASE 1

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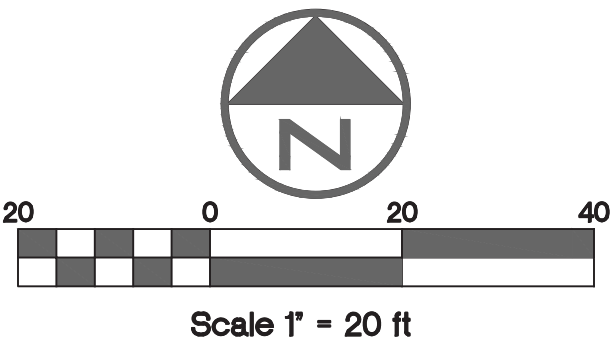
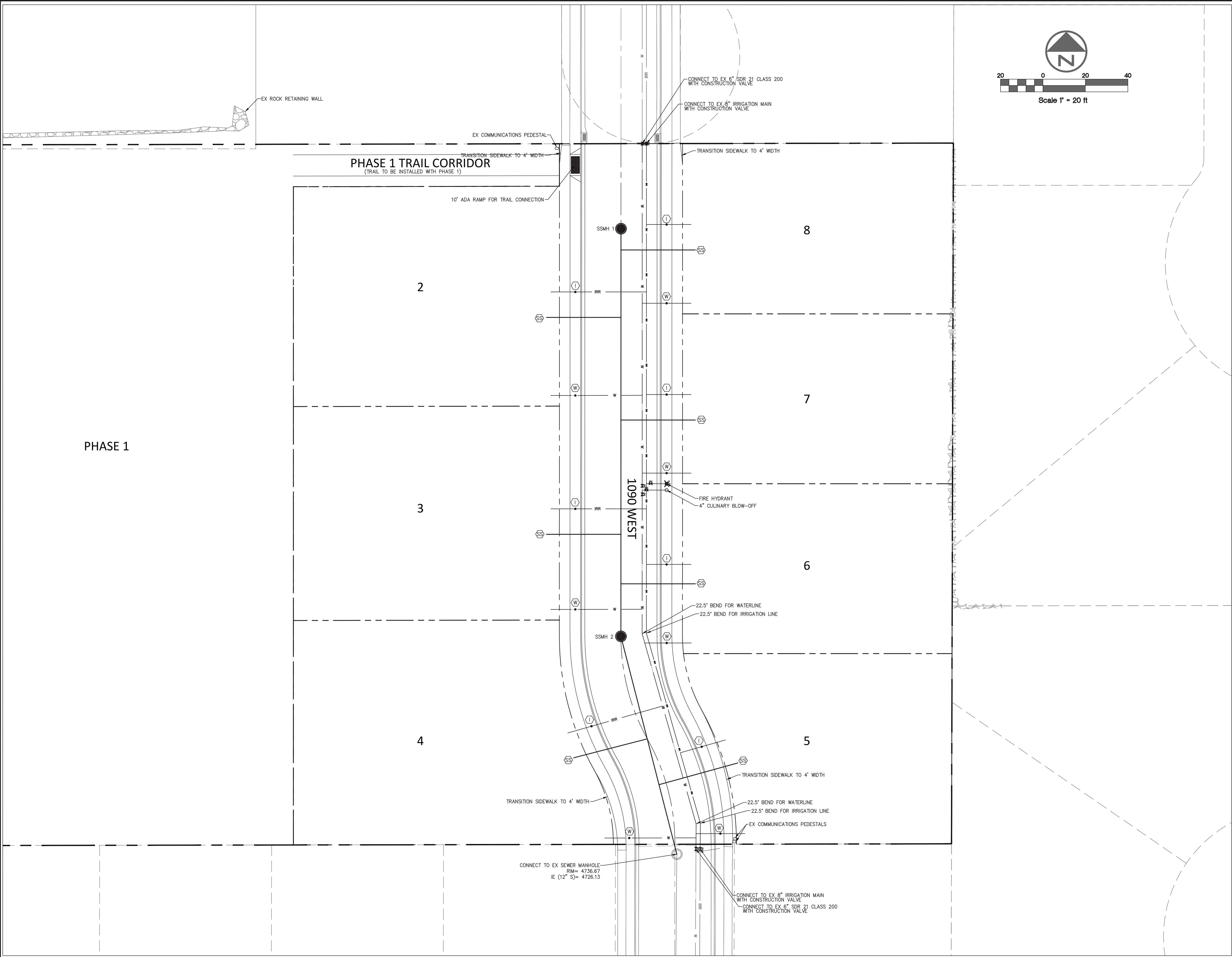
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WILDING

ENGINEERING

14721 SOUTH HERITAGE CREST WAY
BLUFFDALE, UTAH 84065
801.553.8112
WWW.WILDINGENGINEERING.COM

DRAWING NOTES:

LEGEND	
	EXISTING WATERLINE
	PROPOSED WATERLINE
	3/4" WATER SERVICE
	EXISTING IRRIGATION LINE
	PROPOSED IRRIGATION LINE
	PROPOSED FIRE HYDRANT
	1" IRRIGATION SERVICE
	EXISTING SEWER
	PROPOSED SEWER
	4" SEWER LATERAL

NO.	REVISION	DATE
1	LEHI CITY COMMENT	8/25/22

PROJECT INFORMATION

LEHI MEDICAL - PHASE 2
A RESIDENTIAL SUBDIVISION

MASTER UTILITY PLAN
LEHI CITY, UTAH

DRAWN
TMC

CHECKED
MEC

PROJECT #
22016

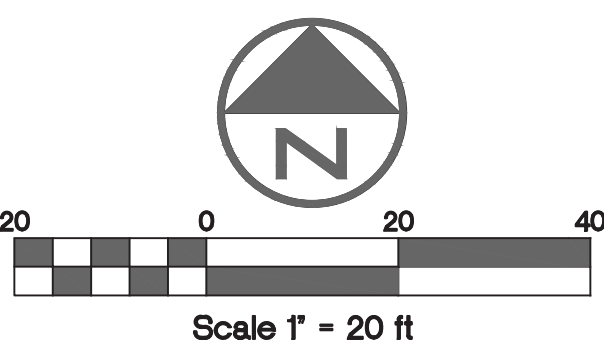
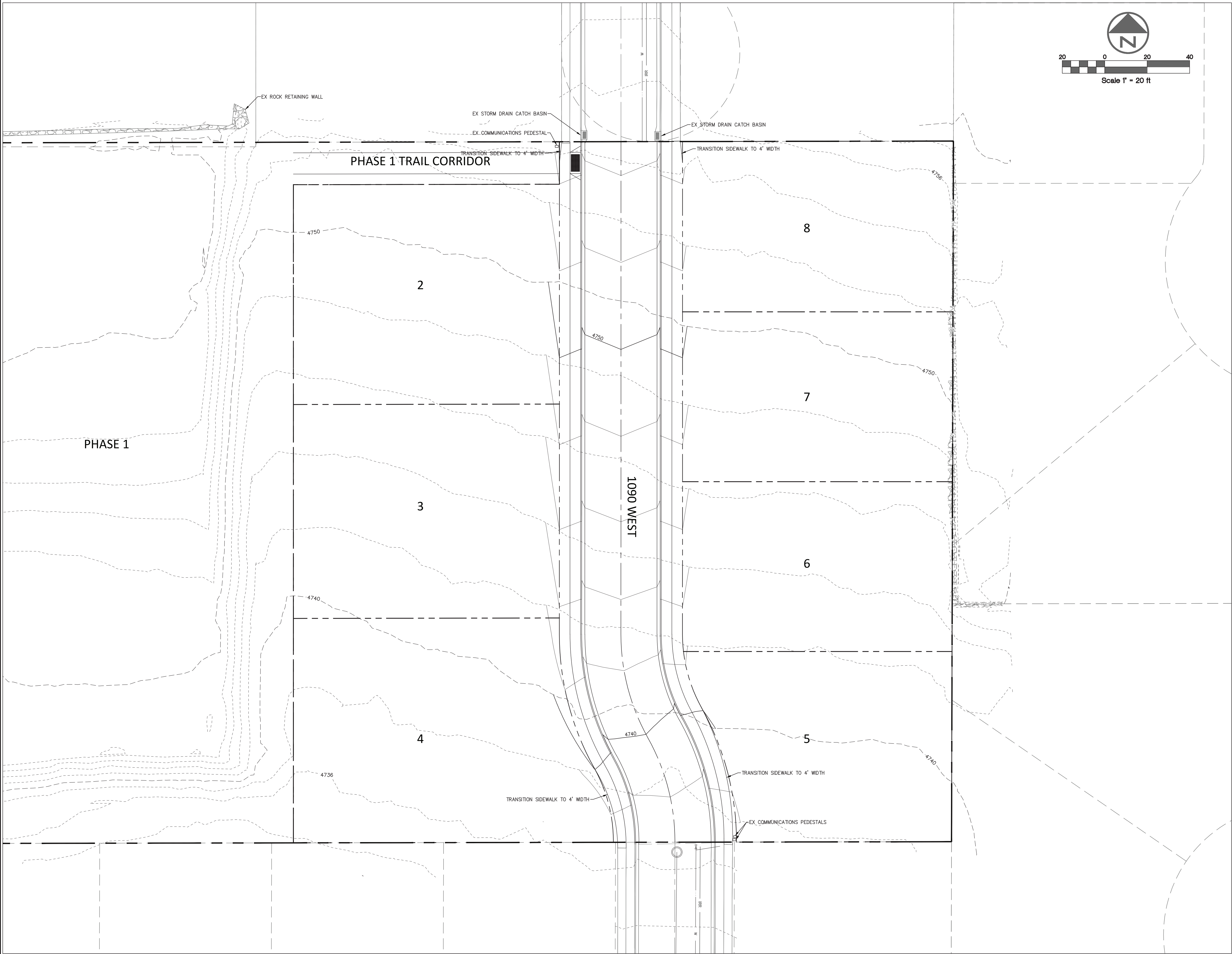
DATE
8/8/22

SCALE
1" = 20'

SHEET
C201

ENGINEER'S STAMP

S:\DATA\22016 Lehi Medical\dwg\22016 Lehi Medical Phase 2 Final C101 Overall.dwg
PLOT DATE: Aug 23, 2022





WILDING
ENGINEERING

14721 SOUTH HERITAGE CREST WAY
BLUFFDALE, UTAH 84065
801.553.8112
WWW.WILDINGENGINEERING.COM

DRAWING NOTES:

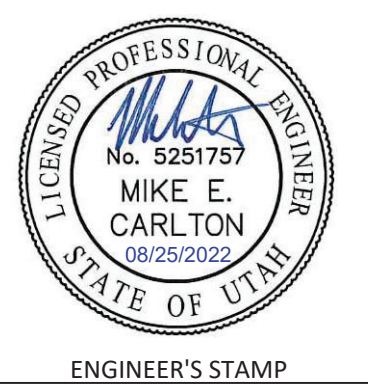
LEGEND	
	EXISTING INDEX CONTOUR (10')
	EXISTING CONTOUR (2')
	PROPOSED INDEX CONTOUR (10')
	PROPOSED CONTOUR (2')

1	LEHI CITY COMMENT	8/25/22
NO.	REVISION	DATE

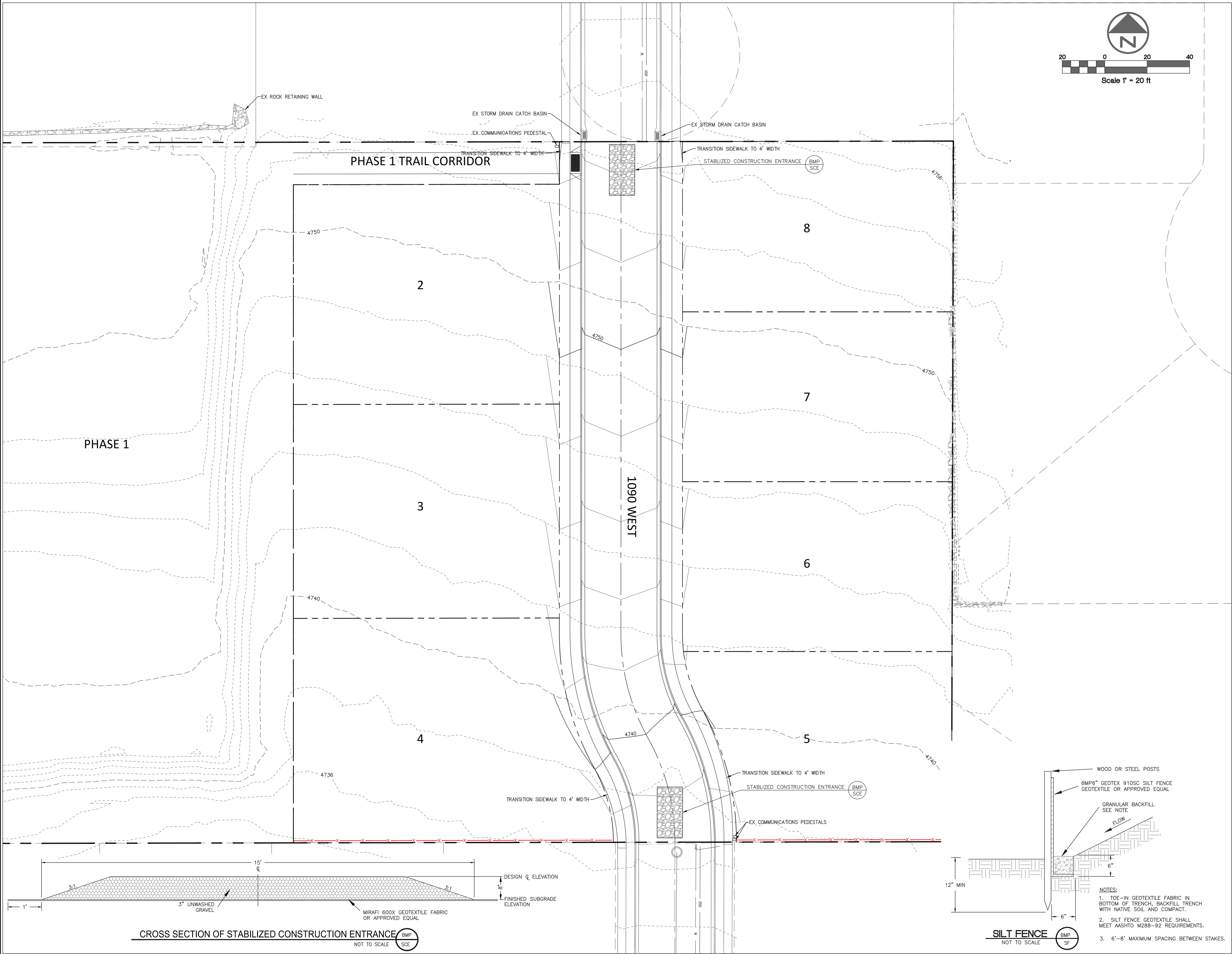
PROJECT INFORMATION

LEHI MEDICAL - PHASE 2
A RESIDENTIAL SUBDIVISION

GRADING AND DRAINAGE PLAN
LEHI CITY, UTAH

DRAWN TMC	CHECKED MEC	PROJECT # 22016
		DATE 8/8/22
		SCALE 1" = 20'
		SHEET C202

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PLOT DATE: Aug 25, 2022





WILDING

ENGINEERING

14721 SOUTH HERITAGE CREST WAY
BLUFFDALE, UTAH 84065
801.553.8112
WWW.WILDINGENGINEERING.COM

DRAWING NOTES:

LEGEND	
	EXISTING INDEX CONTOUR (10')
	EXISTING CONTOUR (2')
	PROPOSED INDEX CONTOUR (10')
	PROPOSED CONTOUR (2')
	SILT FENCE

1	LEHI CITY COMMENT	8/25/22
NO.	REVISION	DATE

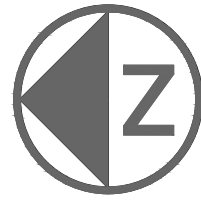
PROJECT INFORMATION

LEHI MEDICAL - PHASE 2
A RESIDENTIAL SUBDIVISION

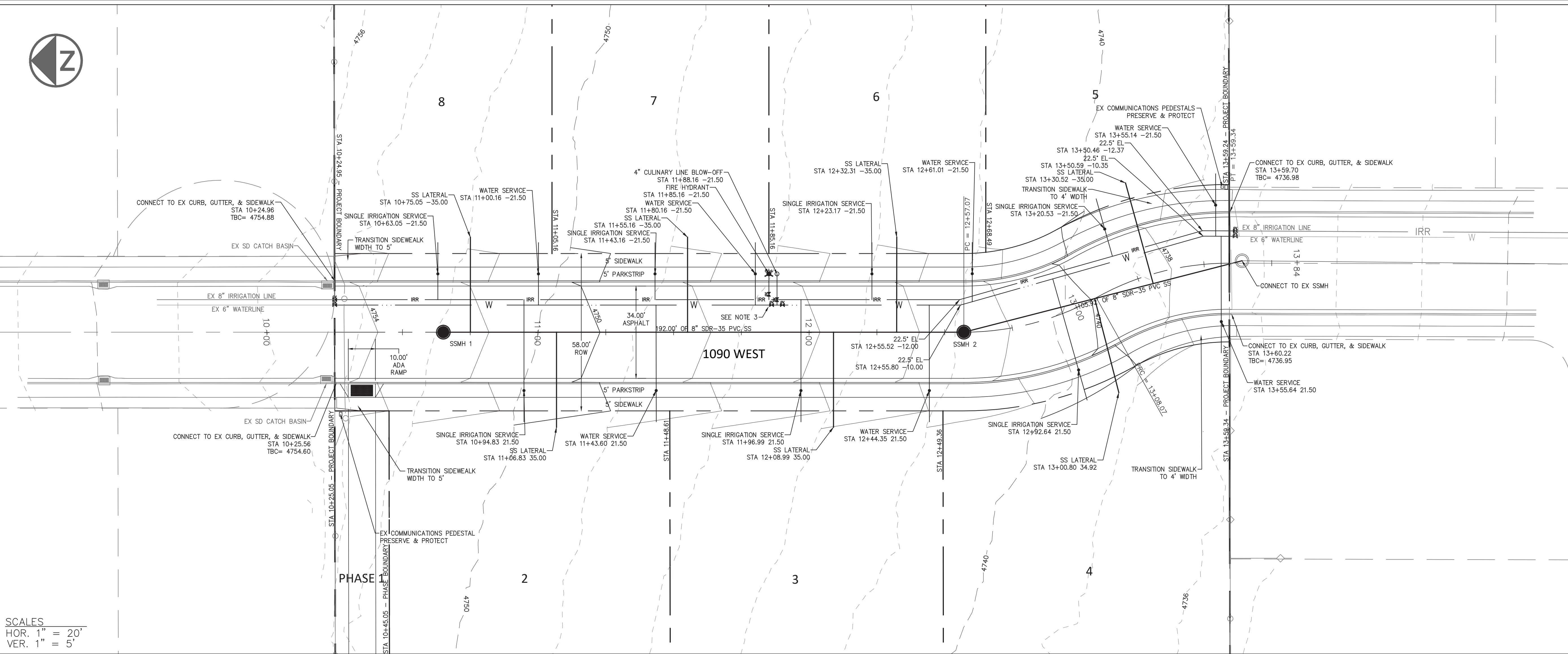
EROSION CONTROL PLAN
LEHI CITY, UTAH

DRAWN TMC	CHECKED MEC	PROJECT # 22016
		
DATE 8/8/22		
SCALE 1" = 20'		
SHEET C203		

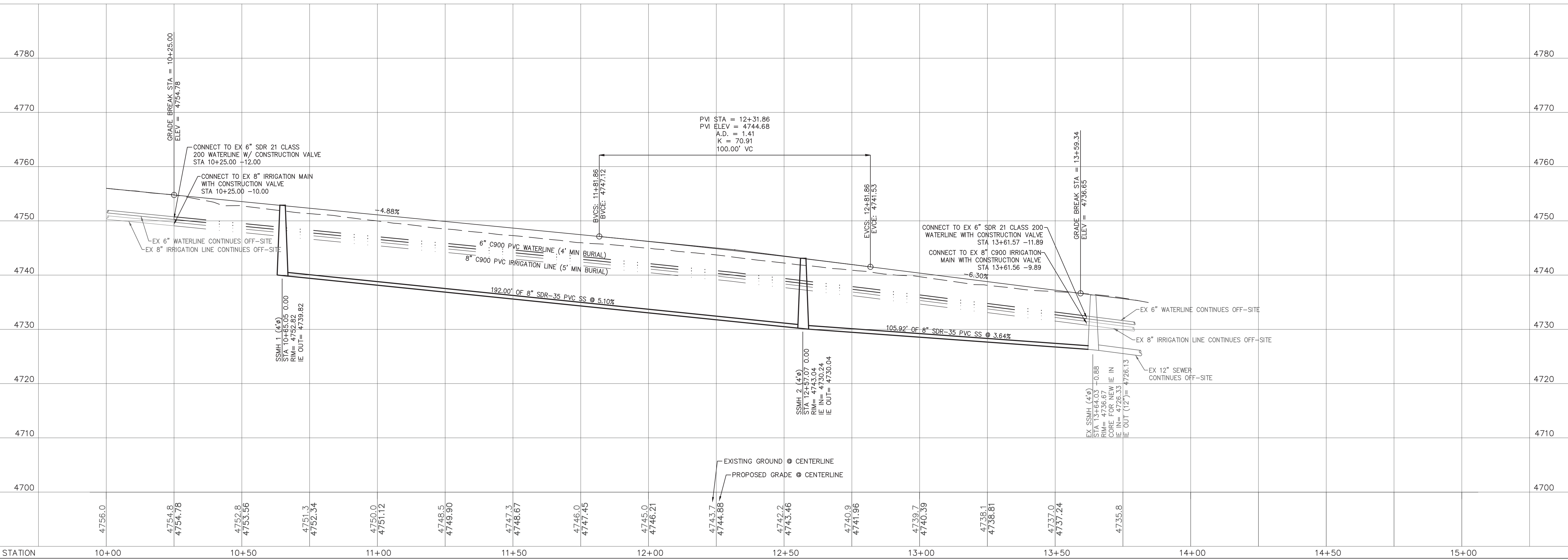
G:\DATA\22016 Lehi Medical\dwg\22016 Lehi Medical Phase 2 Final C101 Overall.dwg
PLOT DATE: Aug 25, 2022



- DRAWING NOTES:
- SEE SHEET C101 FOR STREET CROSS SECTION DETAIL.
 - ALL MECHANICAL JOINTS REQUIRE A MEGA LUG OR OTHER APPROVED EQUAL JOINT RESTRAINT.
 - THE FIRE HYDRANT REQUIRES (1) MAINLINE VALVE FLANGED TO THE TEE, THE 4" CULINARY LINE REQUIRES (3) VALVES.



SCALES
HOR. 1" = 20'
VER. 1" = 5'



1	LEHI CITY COMMENT	8/25/22
NO.	REVISION	DATE

PROJECT INFORMATION

LEHI MEDICAL PHASE 2
A RESIDENTIAL SUBDIVISION

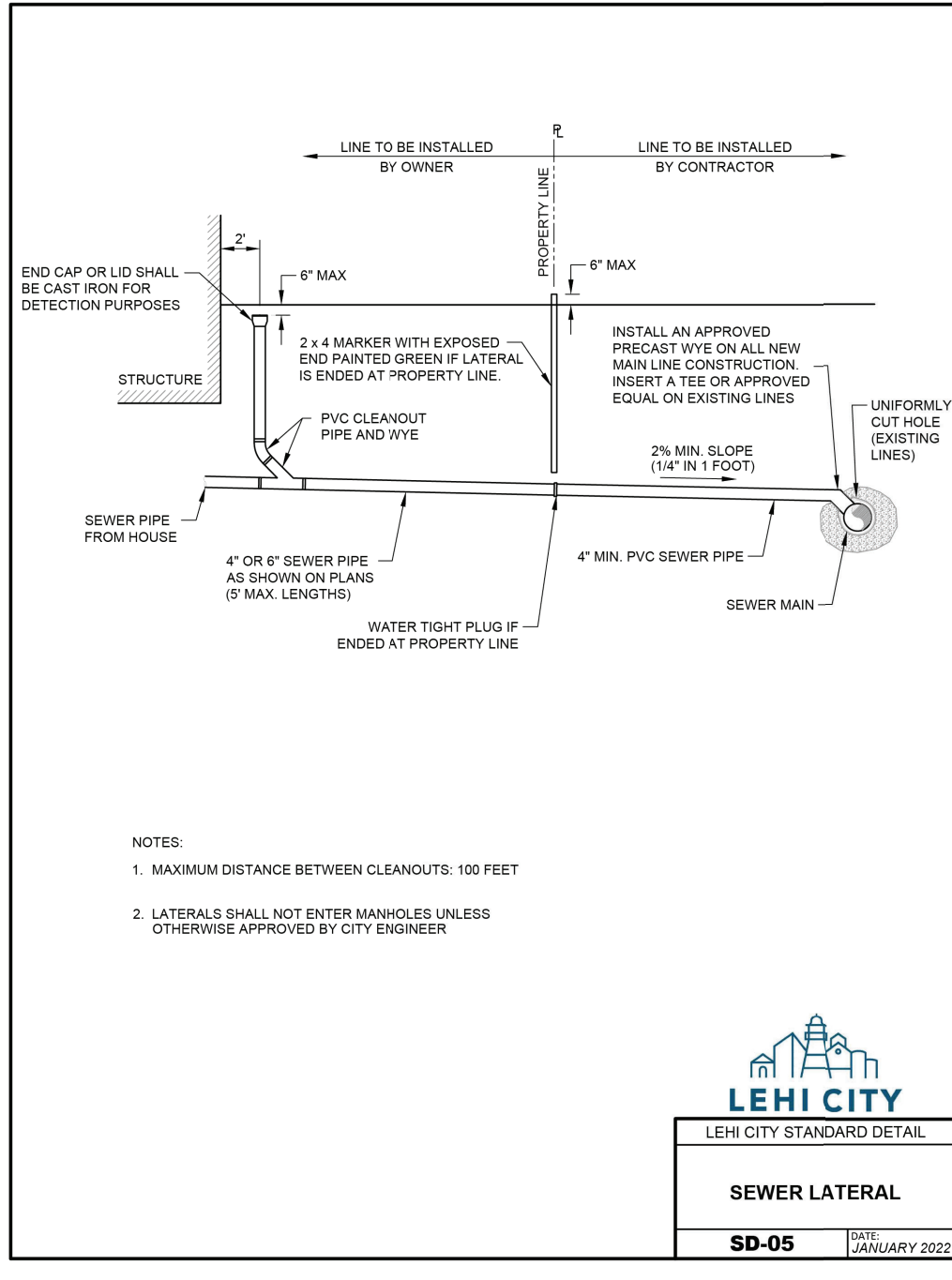
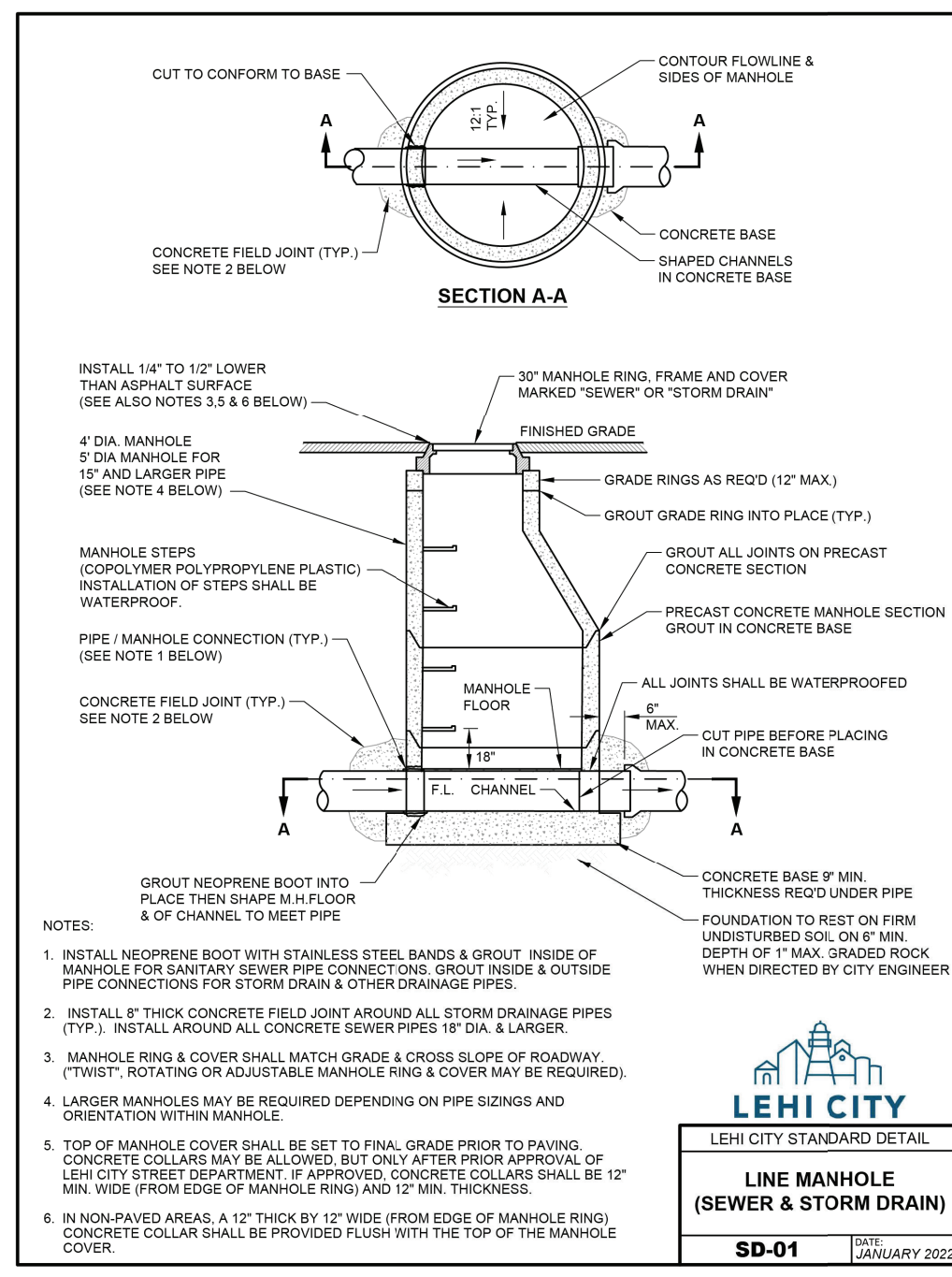
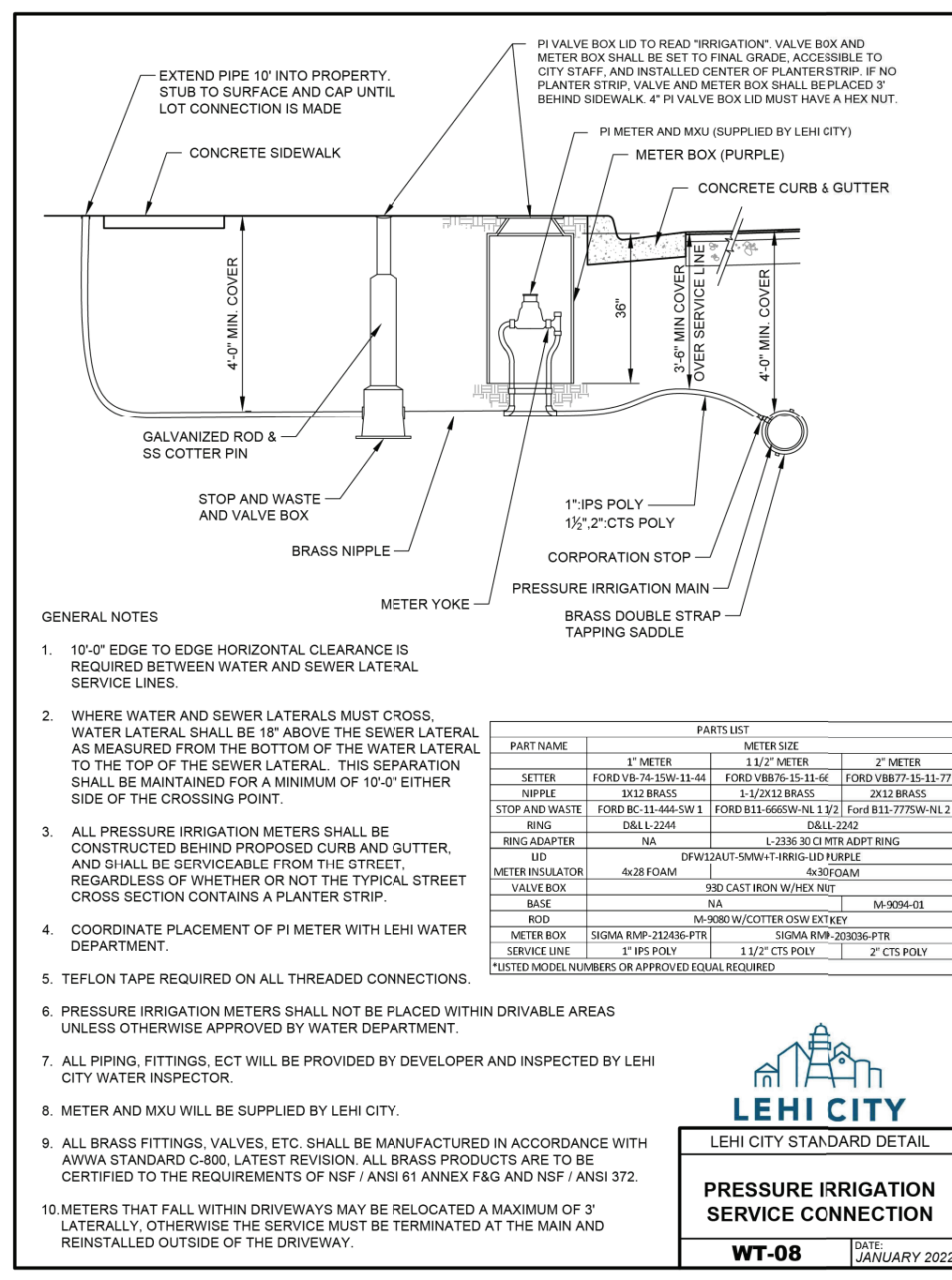
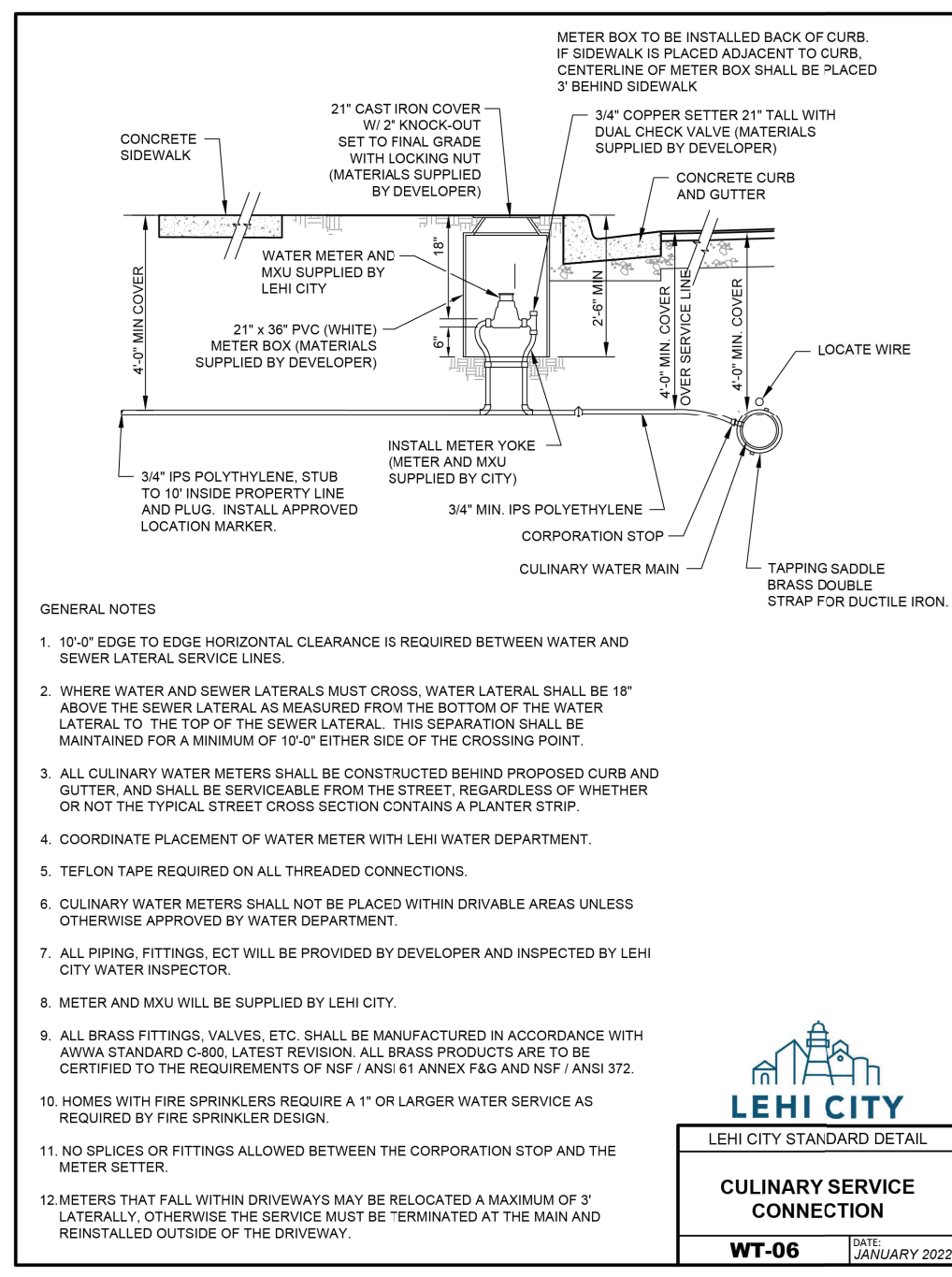
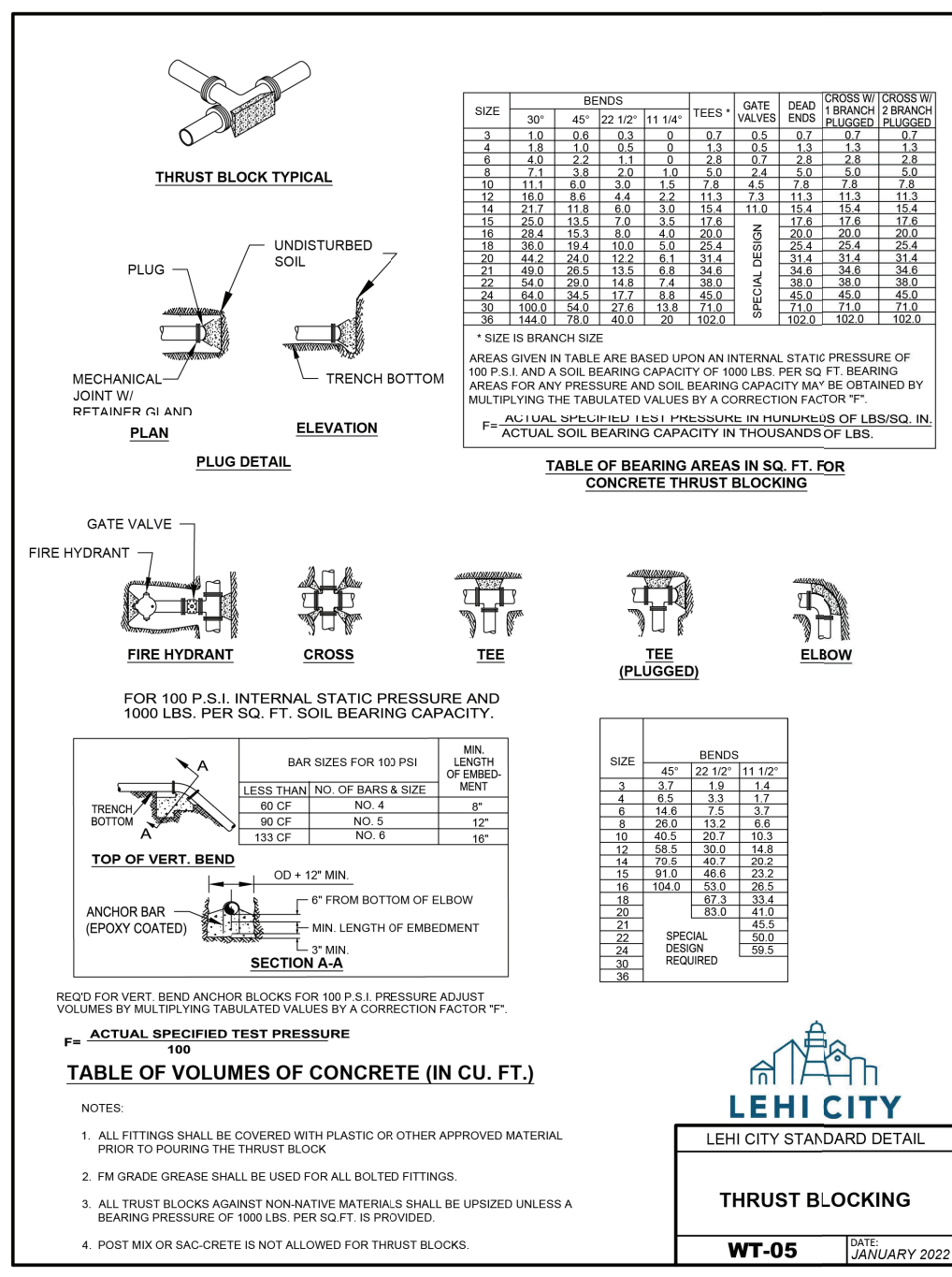
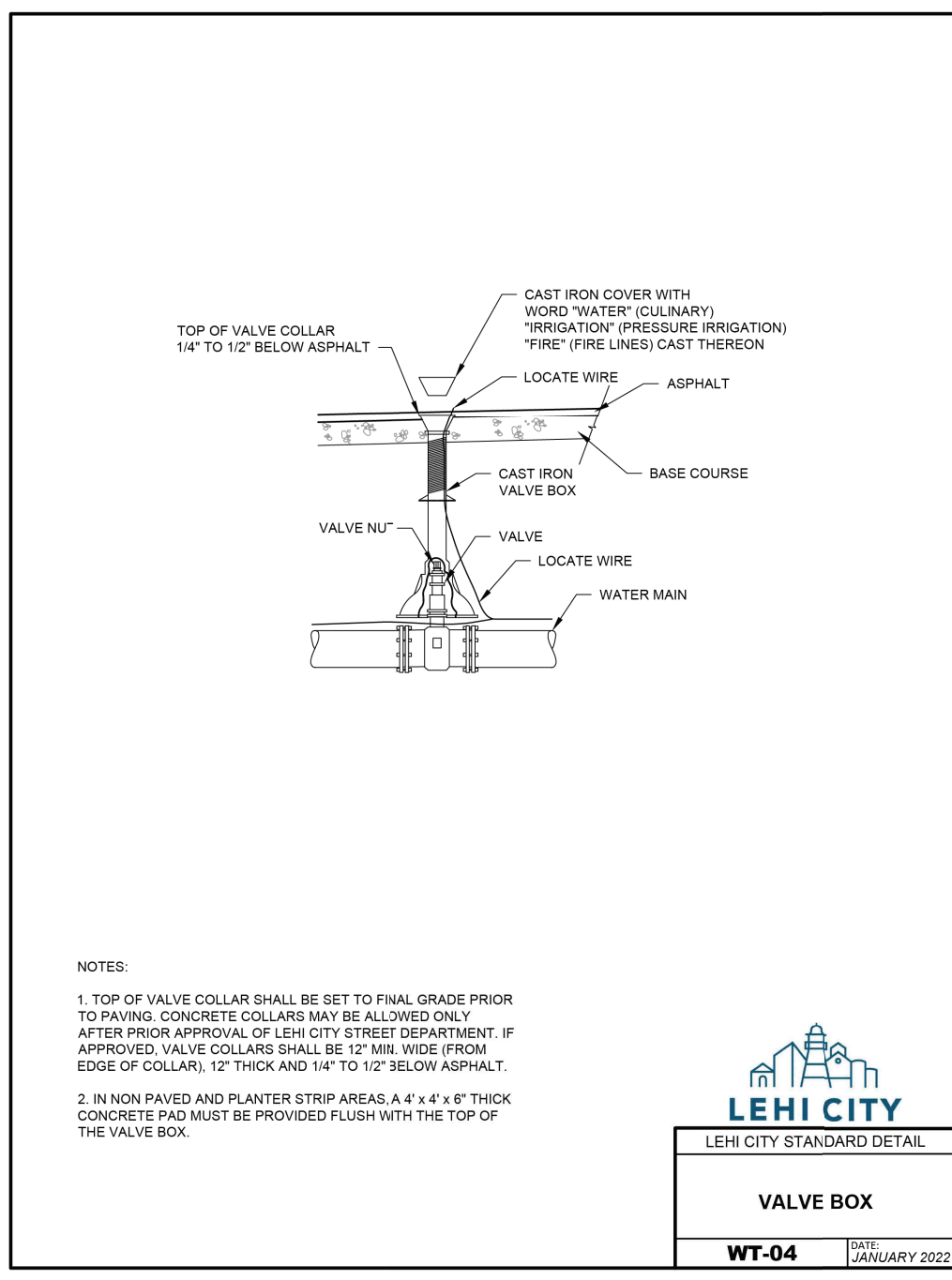
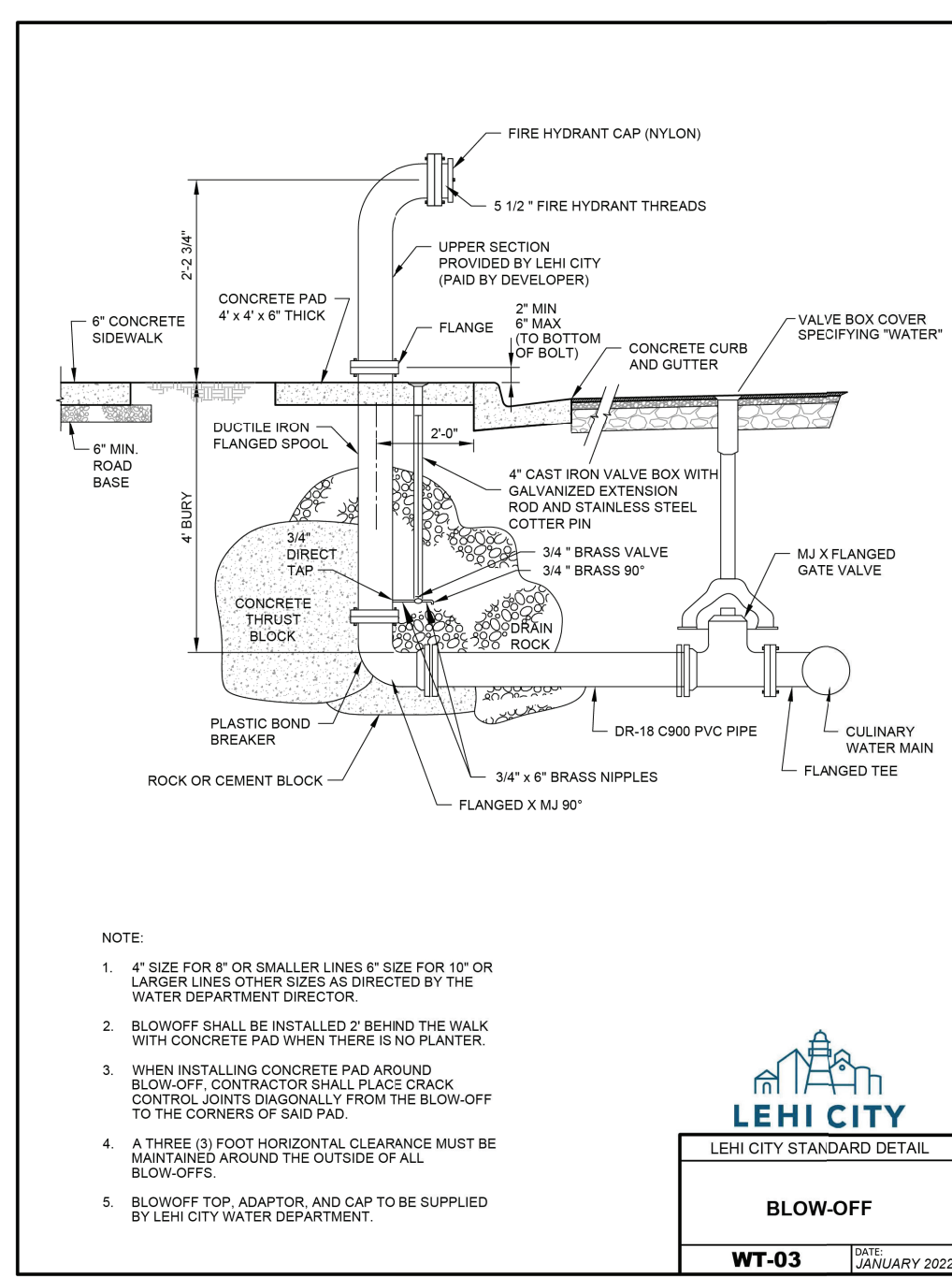
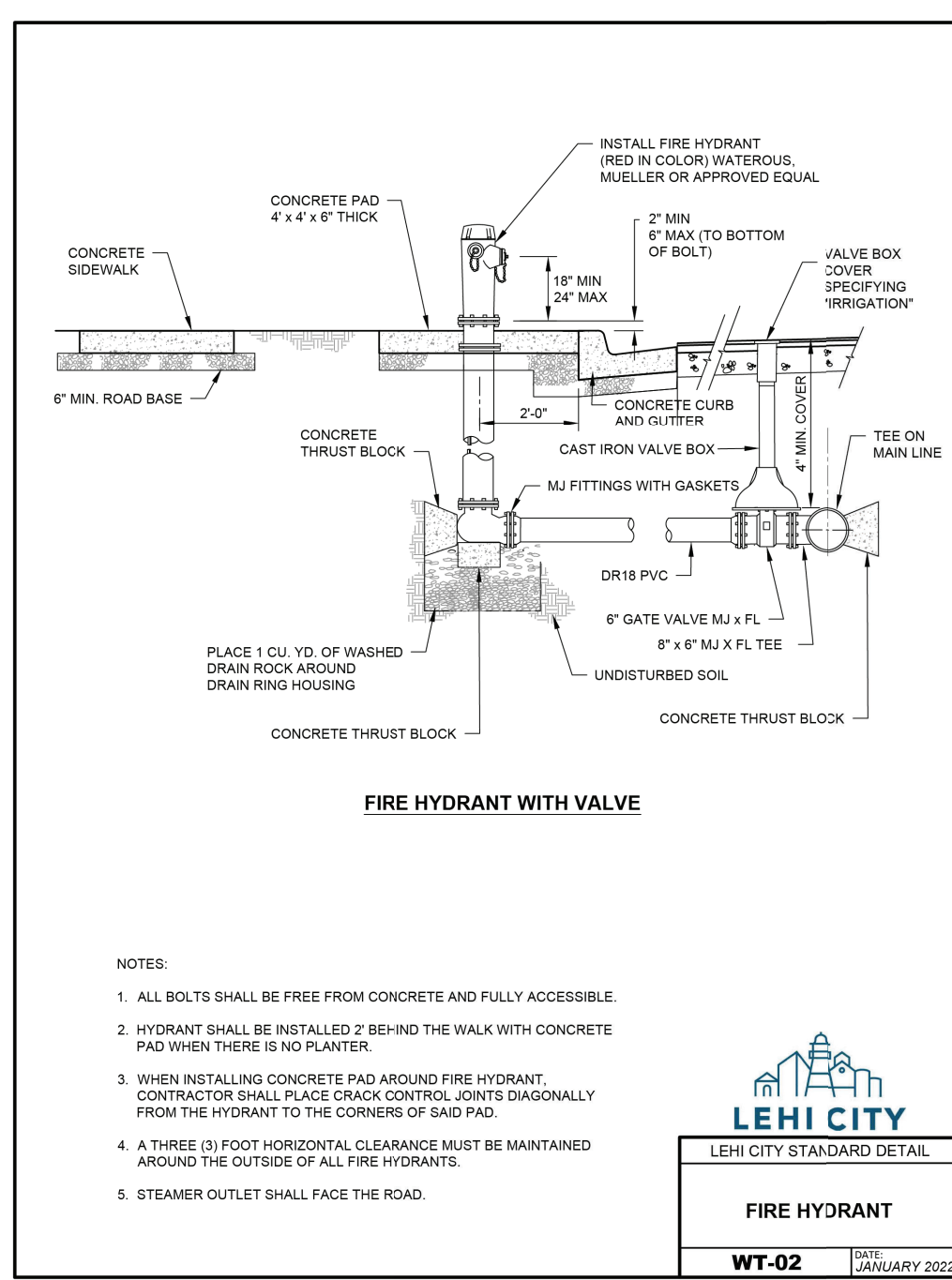
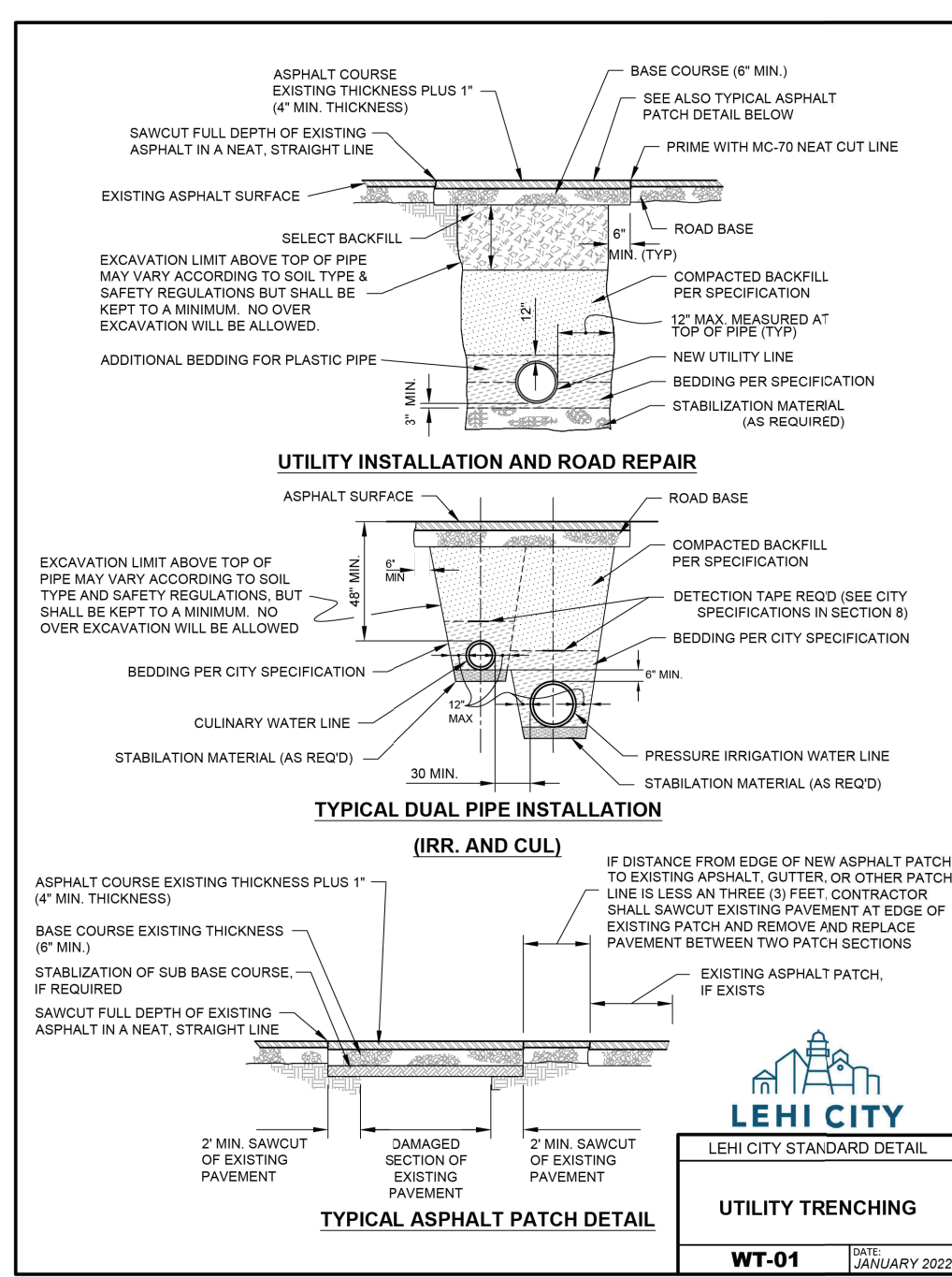
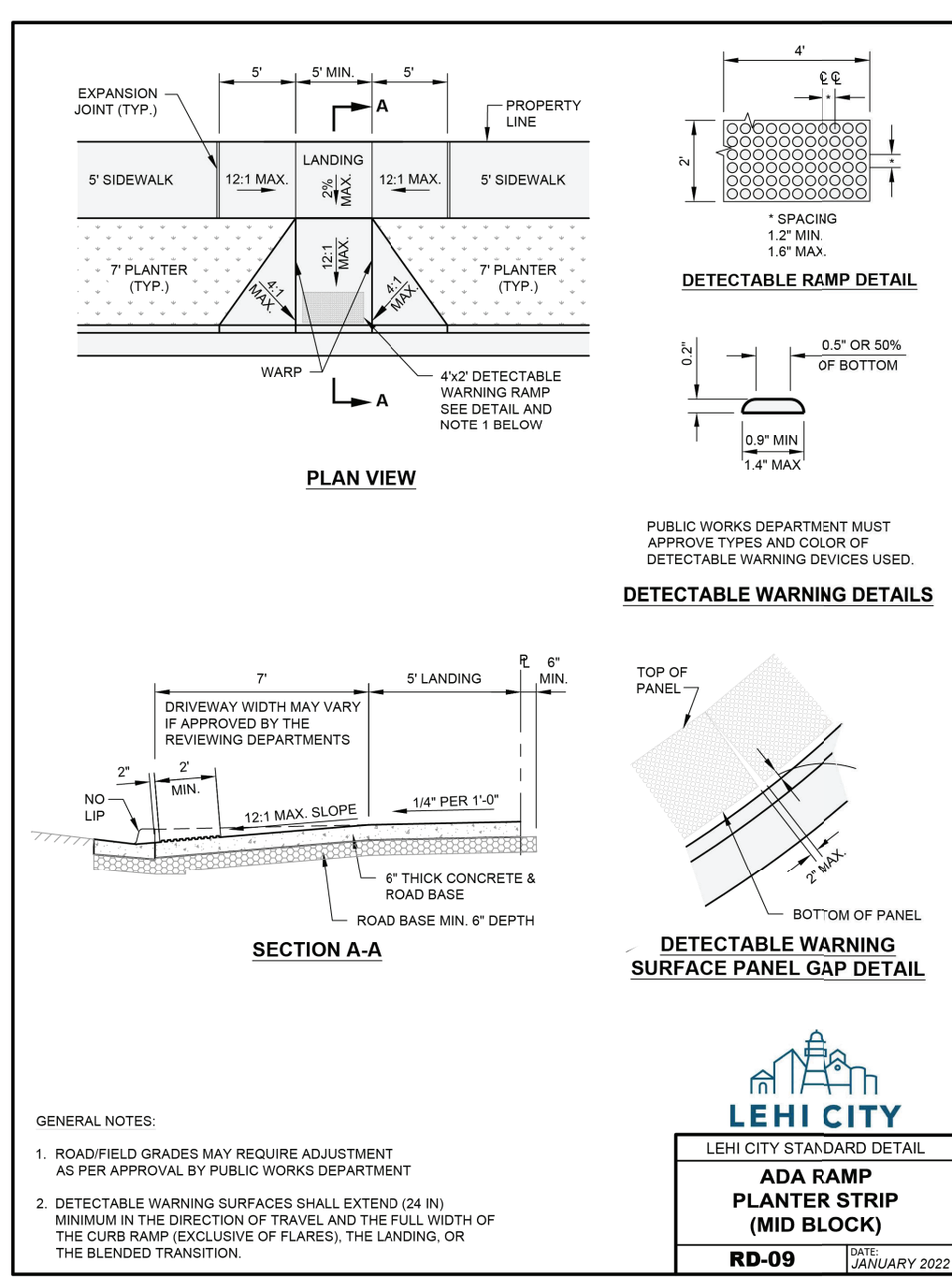
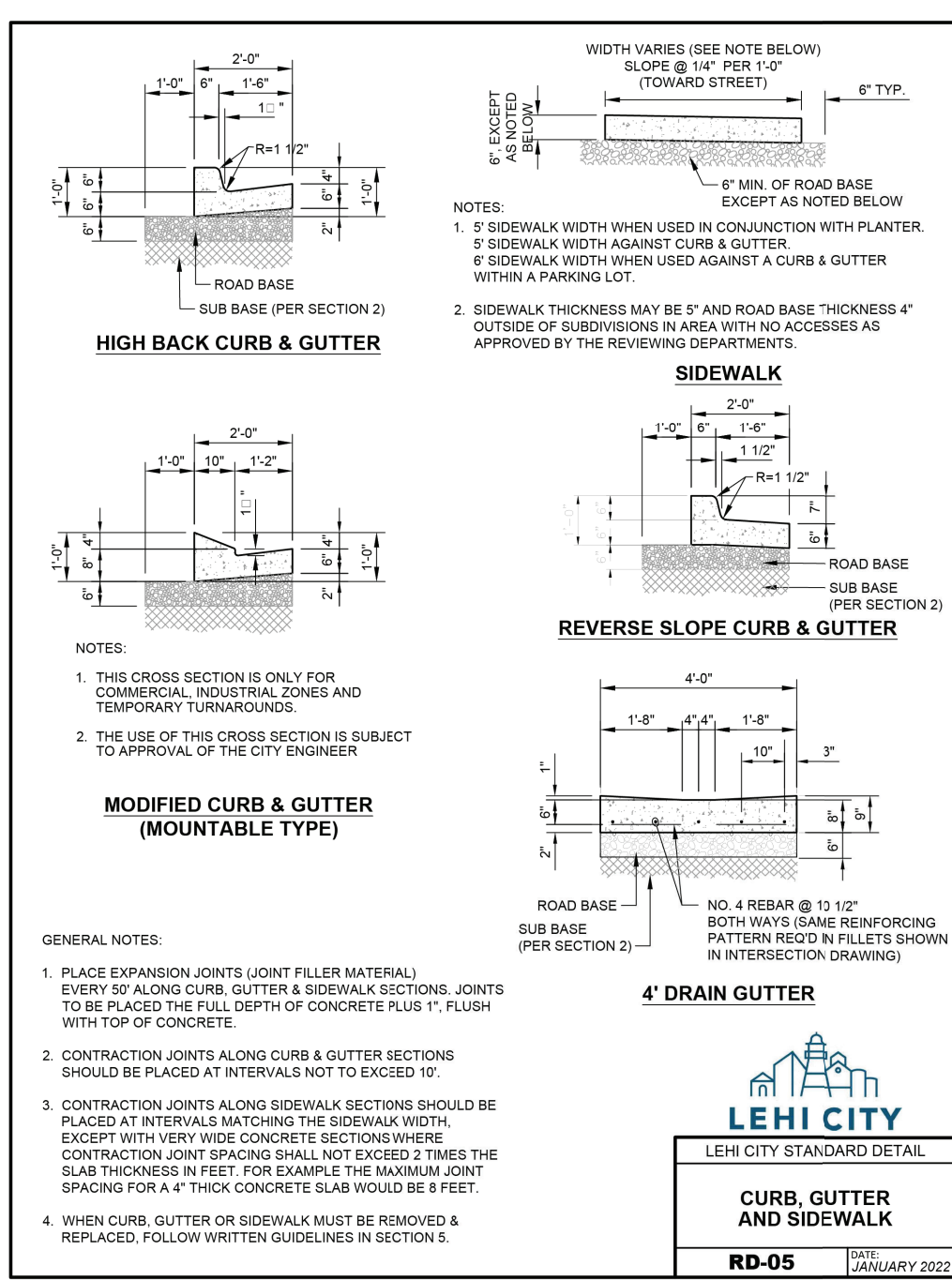
1090 WEST STREET

LEHI CITY, UTAH

DRAWN TMC	CHECKED MEC	PROJECT # 22016
DATE 8/8/22		
HORIZONTAL SCALE 1" = 20'		
VERTICAL SCALE 1" = 10'		
SHEET C301		



G:\DATA\22016 Lehi Medical\dwg\22016 Lehi Medical Phase 2 Final C301 1090 West.dwg
PLOT DATE: Aug 25, 2022



DRAWING NOTES:

1. LATEST MAPLETON CITY DETAILS ARE AVAILABLE AT mapleton.org/departments/public-works/
2. FOR OTHER DETAILS, SEE APWA STANDARD SPECIFICATIONS AND PLANS.

1 LEHI CITY COMMENT 8/25/22

NO. REVISION DATE

PROJECT INFORMATION

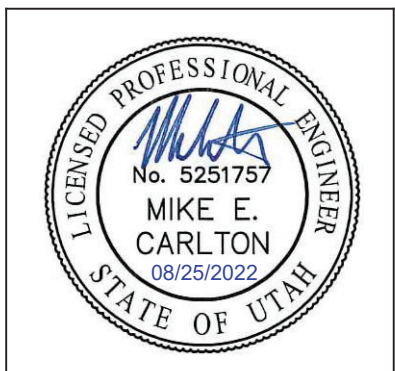
LEHI MEDICAL - PHASE 2
A RESIDENTIAL SUBDIVISION

CONSTRUCTION DETAILS

LEHI CITY, UTAH

DRAWN TMC CHECKED MEC PROJECT # 22016

DATE 8/8/22
SCALE NONE
SHEET C401



ENGINEER'S STAMP

G:\DATA\22016 Lehi Medical\dwg\Lehi Medical Phase 2 Final C401 Details.dwg
PLOT DATE: Aug 25, 2022

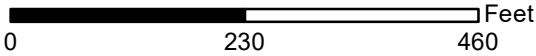
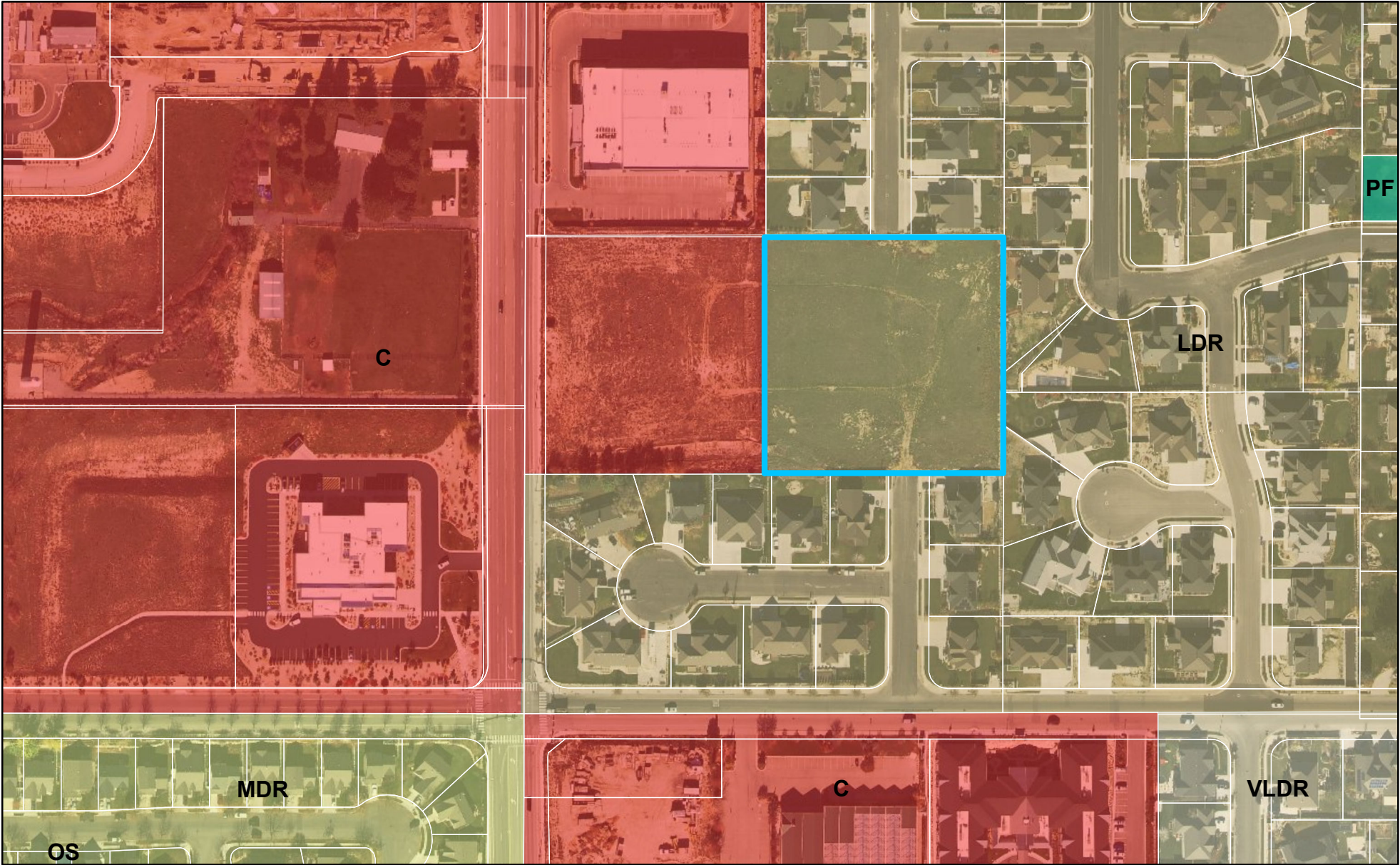
Lehi Medical Phase 2

Aerial



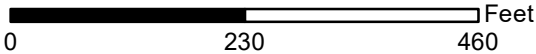
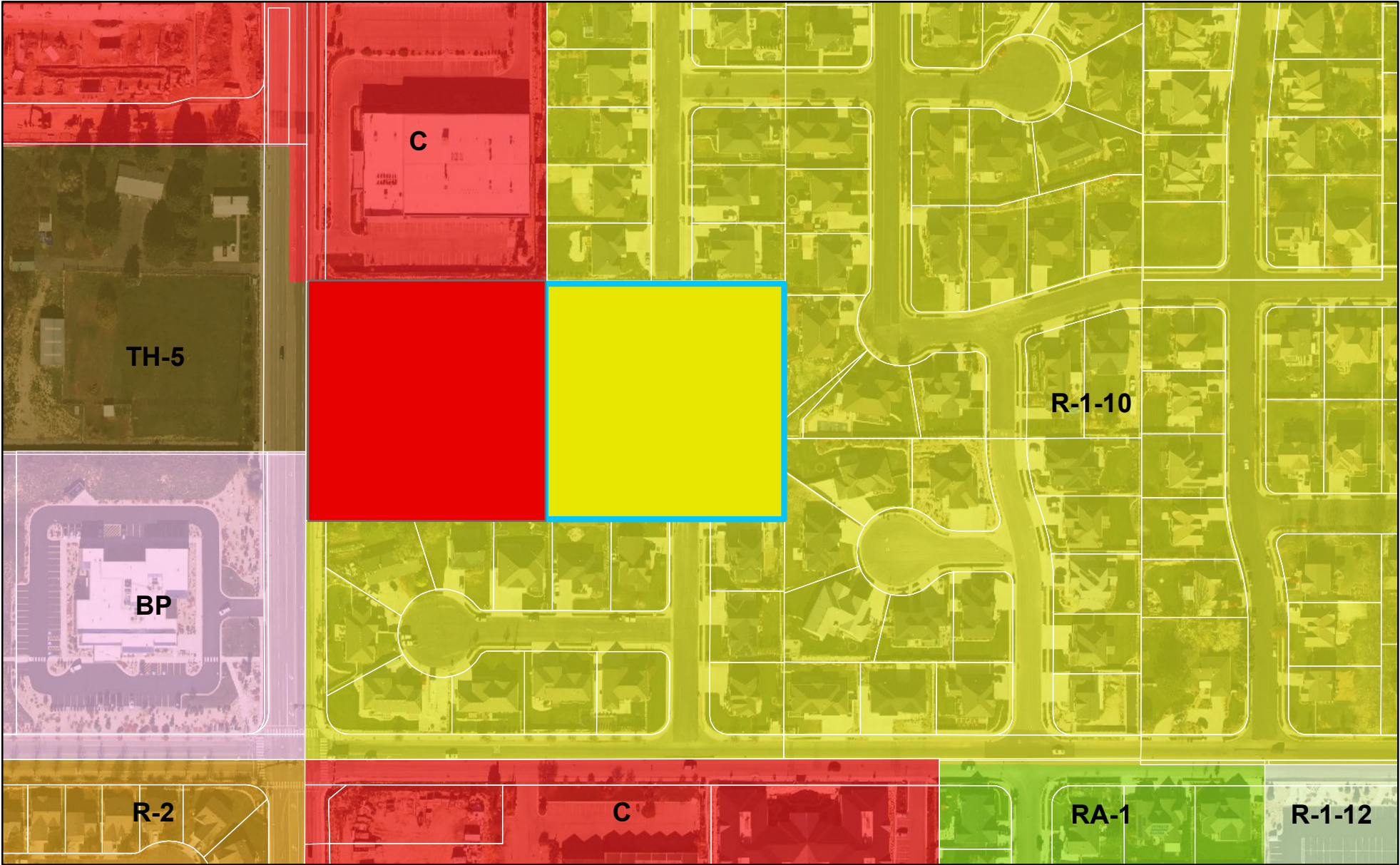
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Lehi Medical Phase 2
General Plan



Lehi Medical Phase 2

Zoning



City Council Agenda Item Report

Meeting Date: September 27, 2022

Submitted By: Jacob Curtis

Submitting Department: Planning Division

Item Type: Ordinance

Agenda Section: Regular Agenda

Subject:

Consideration of Ordinance #55-2022, approval of the Downtown Civic Campus zone change on various City owned properties changing the zoning from R-3 (high density residential) and Mixed Use to Public Facility.

Suggested Action:

Attachments:

[CC Staff Report Downtown Civic Campus Zone Change 09.27.22.docx](#)

[Downtown Civic Campus Zone Change DRC 8.17.22.docx](#)

[Ord 55-2022.docx](#)

[Downtown Civic Campus Zone Change 08.17.22.pdf](#)

[Downtown Aerial.pdf](#)

[Downtown GP.pdf](#)

[Downtown Zoning.pdf](#)

DOWNTOWN CIVIC CAMPUS ZONE CHANGE

CITY COUNCIL REPORT

Applicant	Lehi City
Meeting Date	September 27, 2022
Requested Action/Purpose	Approval of a proposed zone change
Location	Various Locations
Existing Zoning	R-3 & MU
Proposed Zoning	PF
Existing General Plan Land Use Designation	PF (Public Facility)
Date of DRC Review	August 17, 2022
Date of Planning Commission Review	September 8, 2022
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, of the Lehi City Development Code, the Planning Commission should consider the following factors, among others, when reviewing a zone amendment:

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

PROPERTY HISTORY

June 15, 1872 These properties were part of the original area incorporated into Lehi City.

REPORT ANALYSIS

The applicant is seeking approval of a proposed zone change for various City owned properties from R-3 and Mixed-Use to Public Facility located in the Downtown area between 100 E and 100 W from Main Street to 200 North.

This zone change is consistent with the approved General Plan designation of PF for the properties. These properties are either existing public parking lots or being currently constructed. This zone change will also clearly mark on the City Zoning Map that these areas are both currently used as public facilities and included in planned future public areas as part of the Downtown Civic Campus.

The DRC had no comments on the proposed zone change.

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 consistent with the Public Facility designation of the General Plan.
2. The proposed zone change is/is not consistent with the goals and policies of the General Plan.
3. The proposed change is/is not consistent and compatible with the General Plan land uses of nearby and adjoining properties.
4. 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 September 8, 2022. The minutes and motion from this meeting are as follows:

**Downtown Civic Campus Zone Change
DRC Redline Comments**

*Lehi City- requests review of the **Downtown Civic Campus Zone Change**, changing the zoning on various city-owned properties from R-3 and MU to Public Facility.*

DRC Members Present: Glade Kirkham, Garion Rowett, Greg Allred, Ryan Allred, Jacob Hernandez, Kim Struthers, Gary Smith, Ross Dinsdale, Trent Dyer

Representatives of the Applicant Present: None

Date of Plans Reviewed: 8/5/22

Time Start: 2:36 pm

Time End: 2:37 pm

DRC REDLINE COMMENTS:

Glade – Power: No comments

Garion – Fire: No comments

Greg/Ryan – Water/Sewer: No comments

Trent – Parks: No comments

Gary – Building/Inspections: No comments

Jacob– Public Works: No comments

Ross – Engineering: No comments

Kim – Planning: No comments

THIS ITEM WILL BE SCHEDULED FOR PLANNING COMMISSION ON SEPTEMBER 8, 2022.

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: 55-2022

**AN ORDINANCE APPROVING A ZONE DISTRICT DESIGNATION
AMENDMENT AND ZONING DISTRICT MAP AMENDMENT
LOCATED AT VARIOUS CITY OWNED LOCATIONS**

WHEREAS, Lehi City, owner of properties located at various locations between 100 E and 100 W from Main Street to 200 North 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 PF (Public Facility);
and

WHEREAS, following a public hearing on September 8, 2022, 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 September 27, 2022, the City Council held a duly noticed meeting to receive public comment and ascertain the facts regarding this matter, which facts and comments are found in the hearing record and which include the staff report, minutes from the Planning Commission meeting of September 8, 2022; 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 PF.

PART II:

A. If a provision of this Ordinance 55 -2022 conflicts with a provision of a previously
Lehi City 1 Ordinance #_55-2022

adopted ordinance concerning the same title, chapter, and/or section number amended herein, the provision in this Ordinance shall prevail.

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

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

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

Approved and Adopted by the City Council of Lehi City this 27th day of September 2022.

ATTEST

Mark Johnson, Mayor

Teisha Wilson, City Recorder

EXHIBIT "A"

DOWNTOWN CIVIC CAMPUS ZONE CHANGE

01:037:0007- COM. AT NW COR OF BLK 41, PLAT A, LEHI CITY SUR; E 1.25 CHS; S 1.57 CHS; W 1.25 CHS; N 1.57 CHS TO BEG.

01:037:0014- COM AT SW COR OF LOT 3, BLK 41, PLAT A, LEHI CITY; E 1.24 CHS; N 1.14 CHS; W 1.24 CHS; S 1.14 CHS TO BEG.

01:037:0008- COM. 242.42 FT W OF NE COR OF LOT 4, BLK 41, PLAT A, LEHI CITY SURVEY; W 94.14 FT; S 178.2 FT; E 94.14 FT; N 178.2 FT TO BEG.

01:037:0009- COM. IN S LINE OF 100 N ST, LEHI UTAH, 2.37 CHS W FR NE COR OF LOT 4, BLK 41, PLAT A LEHI CITY SUR; W 90 FT; S 178.2 FT; E 90 FT; N 178.2 FT TO BEG.

01:037:0012- COM. AT PT IN S LINE OF 100 N ST, LEHI WHICH PT IS W ALONG SD ST LINE 104.75 FT FR NE COR OF BLK 41, PLAT A, LEHI CITY SUR; S 63 FT; W .58 FT; S 48 FT; W 51.42 FT; N 111 FT TO S LINE OF SD 100 N ST; E 52 FT TO BEG.

01:037:0010- COM. AT NE COR OF BLK 41, PLAT A, LEHI CITY SUR; S 63 FT; W 104.75 FT; N 63 FT; E 104.75 FT TO BEG

01:037:0011- COM. 63 FT S OF NE COR OF LOT 4, BLK 41, PLAT A, LEHI CITY SUR; W 105.33 FT; S 52 FT; E 105.33 FT; N 52 FT TO BEG.

01:037:0015- COM N 89 DEG 51'30"W 116.75 FT FR SE COR LOT 4, BLK 41, PLAT , LEHI CITY SURVEY; N 68.10 FT; N 89 DEG 51'30"W 40 FT; S 68.10 FT; S 89 DEG 51'30"E 40 FT TO BEG. AREA .06 ACRE.

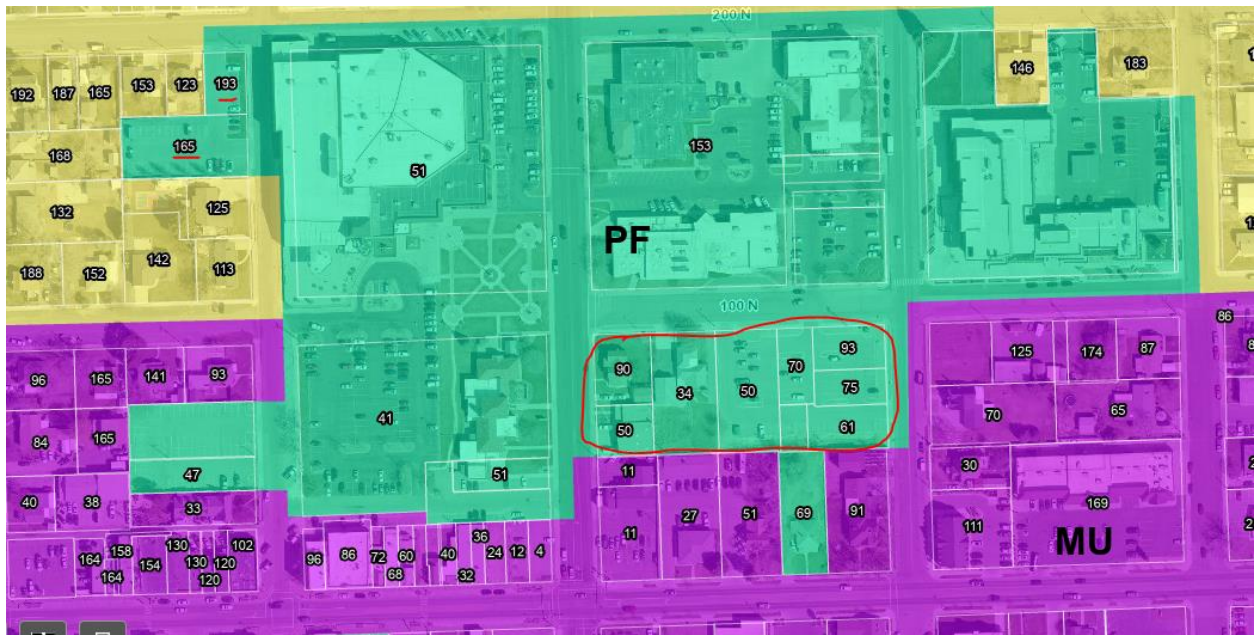
01:037:0016- COM SE COR LOT 4, BLK 41, PLAT A, LEHI CITY SURVEY; W 116.75 FT; N 68.1 FT; E 11.42 FT; S 4 FT; E 105.33 FT; S 64.1 FT TO BEG. AREA .17 ACRE.

01:046:0014- S1/2 OF LOT 4 OF BLK 50, PLAT A, LEHI CITY SURVEY.

01:046:0011- COM AT NE COR LOT 4, BLK 50, PLAT A, LEHI CITY SUR; S 90.5 FT; W 60.5 FT; N 90.5 FT; E 60.5 FT TO BEG.

Narrative: Lehi City seeks to rezone multiple properties from R-3 (High Density Residential) or MU (Mixed-Use) to Public Facilities. The proposed zone change conforms with the current General Plan designation of PF for the properties. All three properties are either existing public parking lots or being constructed as such with future plans for expansion of the civic campus.

General Plan



Current Zoning



01:037:0007- COM. AT NW COR OF BLK 41, PLAT A, LEHI CITY SUR; E 1.25 CHS; S 1.57 CHS; W 1.25 CHS; N 1.57 CHS TO BEG.

01:037:0014- COM AT SW COR OF LOT 3, BLK 41, PLAT A, LEHI CITY; E 1.24 CHS; N 1.14 CHS; W 1.24 CHS; S 1.14 CHS TO BEG.

01:037:0008- COM. 242.42 FT W OF NE COR OF LOT 4, BLK 41, PLAT A, LEHI CITY SURVEY; W 94.14 FT; S 178.2 FT; E 94.14 FT; N 178.2 FT TO BEG.

01:037:0009- COM. IN S LINE OF 100 N ST, LEHI UTAH, 2.37 CHS W FR NE COR OF LOT 4, BLK 41, PLAT A LEHI CITY SUR; W 90 FT; S 178.2 FT; E 90 FT; N 178.2 FT TO BEG.

01:037:0012- COM. AT PT IN S LINE OF 100 N ST, LEHI WHICH PT IS W ALONG SD ST LINE 104.75 FT FR NE COR OF BLK 41, PLAT A, LEHI CITY SUR; S 63 FT; W .58 FT; S 48 FT; W 51.42 FT; N 111 FT TO S LINE OF SD 100 N ST; E 52 FT TO BEG.

01:037:0010- COM. AT NE COR OF BLK 41, PLAT A, LEHI CITY SUR; S 63 FT; W 104.75 FT; N 63 FT; E 104.75 FT TO BEG

01:037:0011- COM. 63 FT S OF NE COR OF LOT 4, BLK 41, PLAT A, LEHI CITY SUR; W 105.33 FT; S 52 FT; E 105.33 FT; N 52 FT TO BEG.

01:037:0015- COM N 89 DEG 51'30"W 116.75 FT FR SE COR LOT 4, BLK 41, PLAT , LEHI CITY SURVEY; N 68.10 FT; N 89 DEG 51'30"W 40 FT; S 68.10 FT; S 89 DEG 51'30"E 40 FT TO BEG. AREA .06 ACRE.

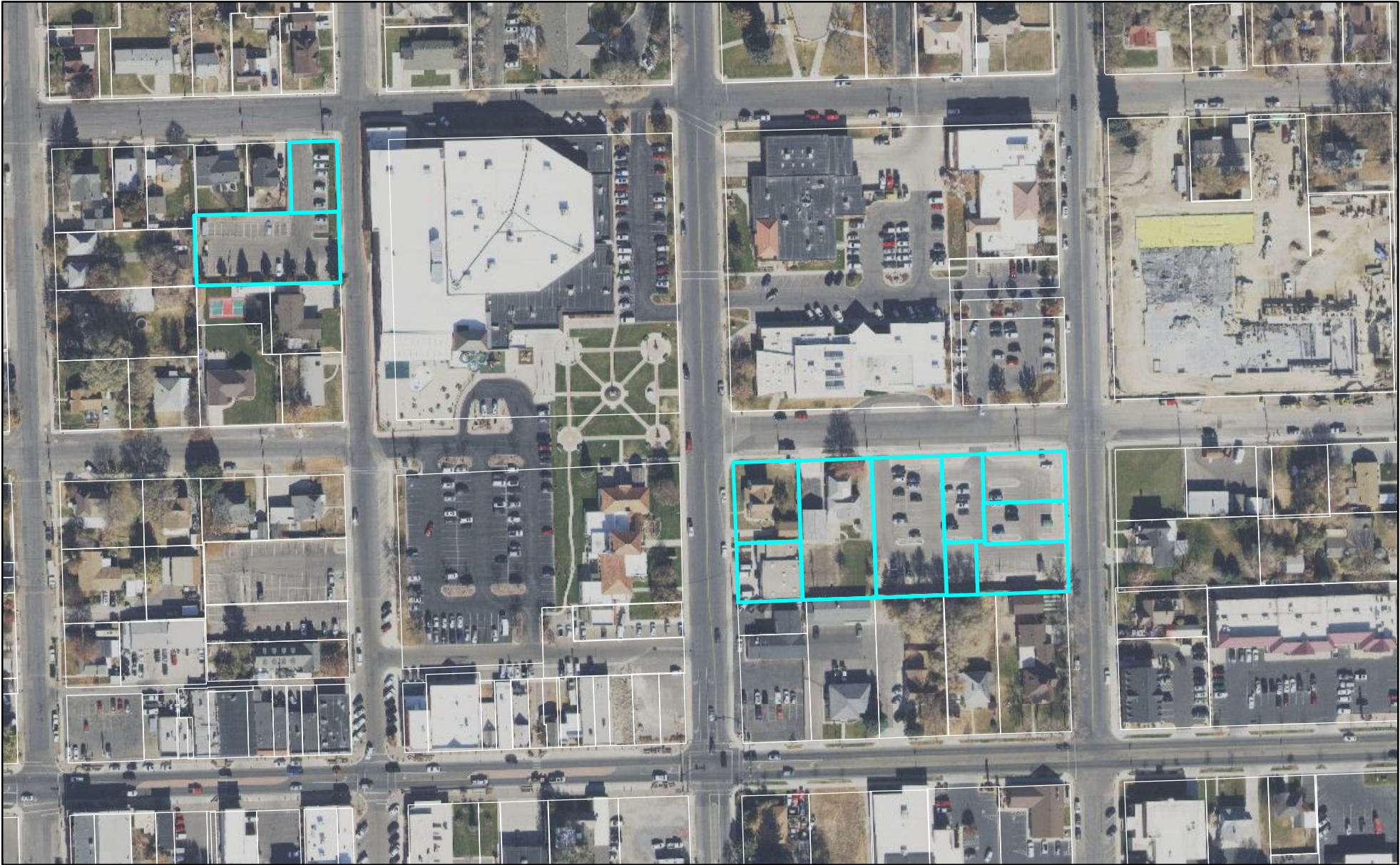
01:037:0016- COM SE COR LOT 4, BLK 41, PLAT A, LEHI CITY SURVEY; W 116.75 FT; N 68.1 FT; E 11.42 FT; S 4 FT; E 105.33 FT; S 64.1 FT TO BEG. AREA .17 ACRE.

01:046:0014- S1/2 OF LOT 4 OF BLK 50, PLAT A, LEHI CITY SURVEY.

01:046:0011- COM AT NE COR LOT 4, BLK 50, PLAT A, LEHI CITY SUR; S 90.5 FT; W 60.5 FT; N 90.5 FT; E 60.5 FT TO BEG.

Downtown Civic Campus Zone Change

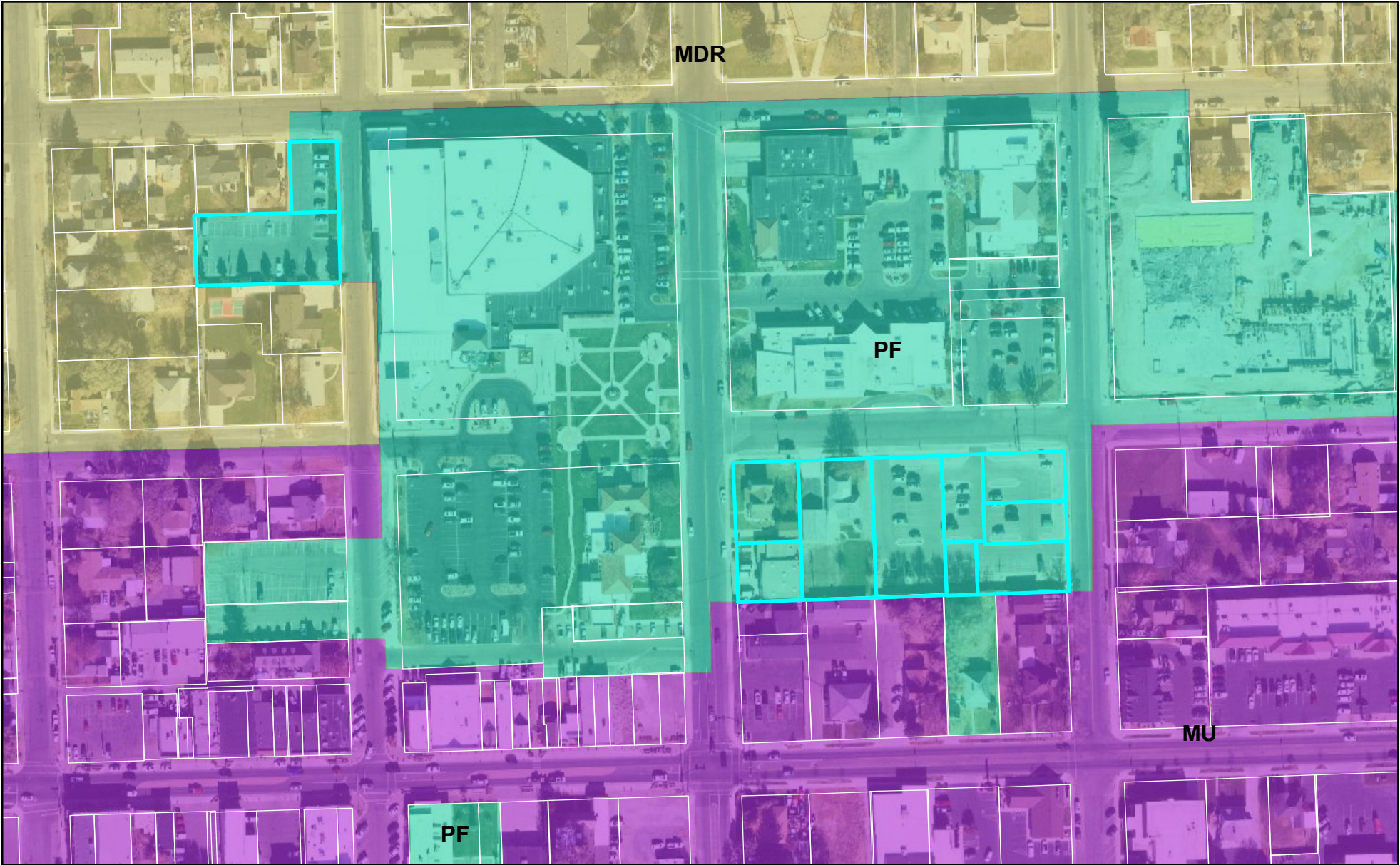
Aerial



0 210 420 Feet

Downtown Civic Campus Zone Change

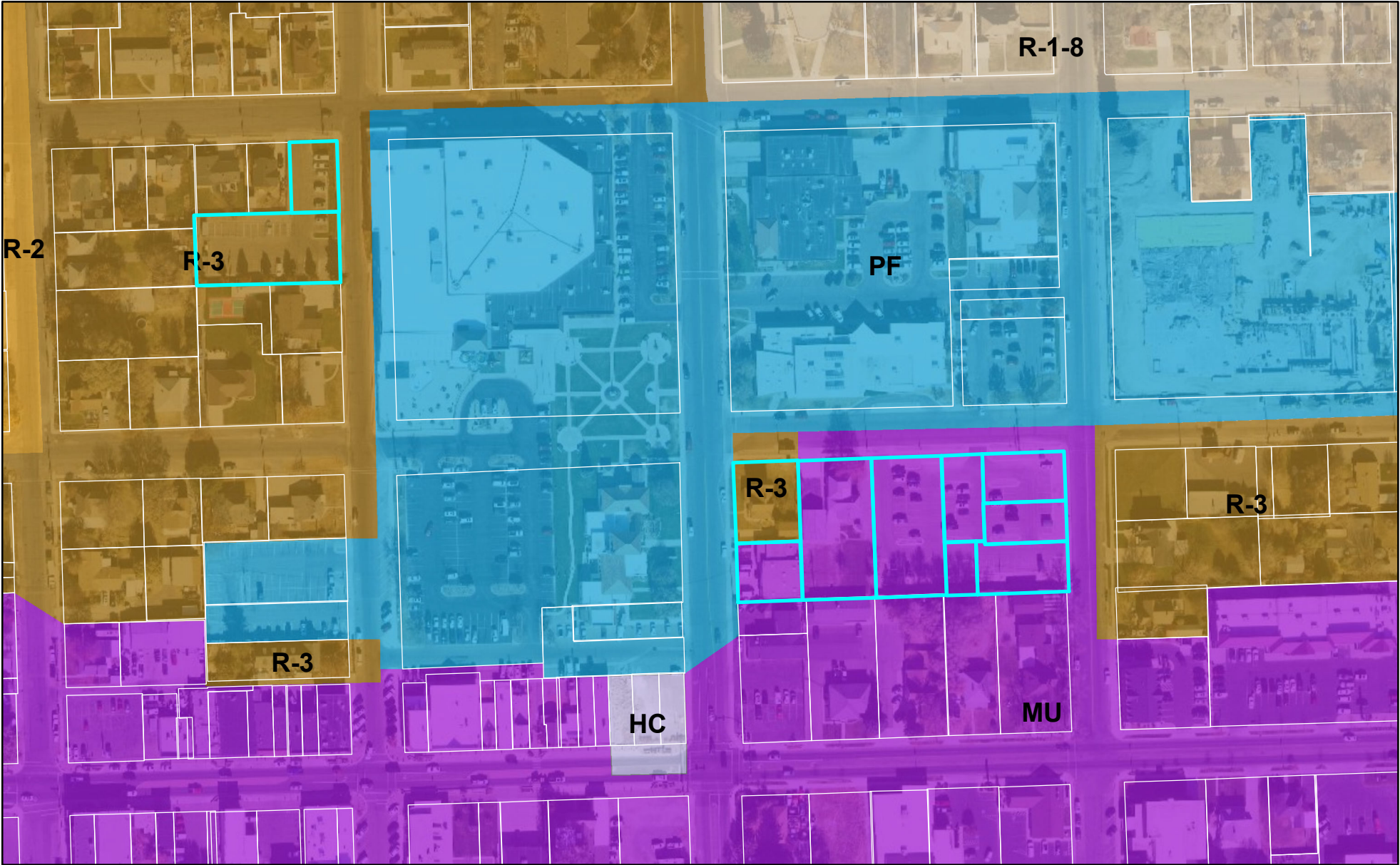
General Plan



0 210 420 Feet

Downtown Civic Campus Zone Change

Zoning



0 210 420 Feet

City Council Agenda Item Report

Meeting Date: September 27, 2022

Submitted By: Jacob Curtis

Submitting Department: Planning Division

Item Type: Ordinance

Agenda Section: Regular Agenda

Subject:

Consideration of Ordinance #56-2022, a Development Code Amendment to Table 05-030 C, adding Portable Storage Containers as a permitted use in the Public Facility zone.

Suggested Action:

Attachments:

[CC Staff Report Development Code Amendment TBL 05.030-C Storage Containers 09.27.22.docx](#)

[Development Code Table 05-030 C DRC 8.17.22.docx](#)

[Ord 56-2022.docx](#)

[TBL05.030-C Special use zones Portable Storage Containers in PF Zone.pdf](#)

TABLE 05-030 C PORTABLE STORAGE CONTAINERS DEVELOPMENT CODE AMENDMENT CITY COUNCIL REPORT

Applicant	Lehi City
Meeting Date	September 27, 2022
Requested Action/Purpose	Approval of a proposed amendment to the Lehi City Development Code
Date of DRC Review	August 17, 2022
Date of Planning Commission Review	September 8, 2022
REQUIRED ACTION	
Planning Commission	Review and recommendation
City Council	Final approval

APPLICABLE DEVELOPMENT CODE REGULATIONS

Section 04.060. Criteria for Approval.

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

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

REPORT ANALYSIS

The applicant requests approval of a proposed change to the Table of Uses to add Portable Storage Containers as a permitted use in the Public Facility zone. The proposed change comes from a Public Works request to have locations for ordering surplus materials and then storing them due to recent supply chain issues. These storage containers would have minimal impact and the DRC recommended adding text to Chapter 12 of the Development Code to limit the duration that these could be kept on-site at City improvement projects.

The DRC reviewed the proposed amendments and had 3 redline comments:

1. Request that language be included that would allow the fire department to use a storage container or multiple as a permanent structure to execute burns and training in.
2. Make sure this carries over to our proposed mega rehaul of the table of uses

3. Include paragraph in Chapter 12- Portable Storage Container that reads: "Allowed for the duration of a project with appropriate screening in the Public Facility zone, but shall be removed upon completion of the project.

Please consider including all DRC comments in your motion.

POSSIBLE MOTIONS AND FINDINGS

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

1. The proposed Development Code Amendment will/ will not allow for the City to better serve the public by having supplies on hand.
2. The proposed Development Code amendment is/is not in conformance with the purposes, intent, and provisions of the General Plan and its various elements.
3. Additional findings based upon information presented during the public hearing.

PLANNING COMMISSION RECOMMENDATION

The Planning Commission reviewed the proposed amendment on September 8, 2022. The minutes and motion from this meeting are as follows:

**Development Code Table 05-030 C
DRC Redline Comments**

*Lehi City – Requests review of an amendment to the **Lehi City Development Code Table 05-030 C**, adding Portable Storage Containers as a permitted use in the Public Facilities zone.*

DRC Members Present: Glade Kirkham, Garion Rowett, Greg Allred, Ryan Allred, Jacob Hernandez, Kim Struthers, Gary Smith, Ross Dinsdale, Trent Dyer

Representatives of the Applicant Present: None

Date of Plans Reviewed: 8/8/22

Time Start: 3:00 pm

Time End: 3:05 pm

DRC REDLINE COMMENTS:

Glade – Power: No comments

Garion – Fire:

1. Request that language be included that would allow the fire department to use a storage container or multiple as a permanent structure to execute burns and training in.

Greg/Ryan – Water/Sewer: No comments

Trent – Parks: No comments

Gary – Building/Inspections: No comments

Jacob – Public Works: No comments

Ross – Engineering: No comments

Kim – Planning:

2. Make sure this carries over to our proposed mega rehaul of the table of uses
3. Include paragraph in Chapter 12- Portable Storage Container that reads: "Allowed for the duration of a project with appropriate screening in the Public Facility zone, but shall be removed upon completion of the project."

THIS ITEM WILL BE SCHEDULED FOR PLANNING COMMISSION ON SEPTEMBER 8, 2022

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: 56-2022

**AN ORDINANCE AMENDING THE LEHI CITY DEVELOPMENT
CODE, TABLE 05.030-C, PORTABLE STORAGE CONTAINERS AS A
PERMITTED USE**

WHEREAS, it has become necessary to amend Table 05.030-C of the Lehi City Development Code, adding Portable Storage Containers as a permitted use in the Public Facility zone; and

WHEREAS, this amendment seeks to allow locations for Public Works to store surplus materials; and

WHEREAS, following a public hearing on September 8, 2022, the Lehi City Planning Commission reviewed the proposed revisions and forwarded a positive recommendation to the City Council; and

WHEREAS, on September 27, 2022, the City Council held a duly noticed meeting to receive public comment and ascertain the facts regarding this matter, which facts and comments are found in the hearing record and which include the staff report, minutes from the Planning Commission meeting of September 8, 2022, and the positive recommendation of the Planning Commission; and,

WHEREAS, after considering the facts and comments presented to the Municipal Council, the Council finds: Table 05.030-C of the Lehi City Development Code should be amended; and such action furthers the health, safety, and welfare of the citizens of Lehi.

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

PART I:

Table 05.030-C of the Lehi City Development Code is hereby amended.

PART II:

A. If a provision of this Ordinance 56 -2022 conflicts with a provision of a previously adopted ordinance concerning the same title, chapter, and/or section number amended herein, the provision in this Ordinance shall prevail.

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

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

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

Approved and Adopted by the City Council of Lehi City this 27th day of September, 2022.

ATTEST

Mark Johnson, Mayor

Teisha Wilson, City Recorder

USE	DISTRICT			
	MU	HC	PC/SE/RC	PF
Light Office/Warehouse Combination	C		*	
Medical and Dental Clinics	P	P	*	
Model Home [See Sec. 09.070]			*	
Neighborhood Commercial/Retail Sales including General Retail and Pharmacies (maximum 5,000 square foot bld. footprint or as approved by Planning Commission)	P	P	*	
Nightclub	C	C	*	
Offices, Professional	P	P	*	
Office/Warehouse			*	
Outdoor Sales and Display	C	P	*	
Outdoor Storage of Materials, Products and Equipment incidental to an allowed use (excluding junk yards and salvage yards)	C		*	
Personal Services	P	P	*	
Personal Services including a Body Art Facility (see Definitions Chapter 38)	C	P	*	
Pet Grooming Facility	P	P	*	
Plant Nursery with outside display	C		*	
Portable Storage Container [See Sec. 12.130-D]	C		*	<u>P</u>
Public Dance Hall		C	*	
Race Tracks for Electric Go-Carts (as an accessory use to a Commercial Recreation Facility: [See Sec. 12.130-H])	C			
Restaurant	P	P	*	
Restaurant, with drive up window(s)	C		*	
Retail Facilities and Services accessory to a principal use	P	P	*	
Retail Facilities and Services with drive-up window(s)	C		*	
Retail Sales, General and Goods Establishments including General Retail, Department Store, Grocery Store, Drug Store, Variety Store	P	P	*	
Schools - Vocational and Technical	P	P	*	

Notes:

P = Uses allowed as a Permitted Use.

C = Uses allowed as a Conditional Use. Uses not identified as either a Permitted or Conditional Use are deemed to be prohibited.

* All uses in the Planned Community, Resort Community and Sports Entertainment Zones must be authorized through an Area Plan pursuant to Chapter 15, Area Plans, of this Code.

1 = Single family homes that existed at the time this code was adopted (9/11/12) shall continue; however new single family dwellings shall not be permitted

City Council Agenda Item Report

Meeting Date: September 27, 2022

Submitted By: Jacob Curtis

Submitting Department: Planning Division

Item Type: Ordinance

Agenda Section: Regular Agenda

Subject:

Consideration of Ordinance #57-2022, an amendment to the Design Standards and Public Improvements Specifications Manual Section 3.09 - Fire Department Access, amending the requirements to provide emergency access to construction sites.

Suggested Action:

Attachments:

[CC Staff Report Design Standards Amendment for Emergency Vehicle Access 09.27.22.docx](#)

[Manual Section 3.09- Fire Department Access DRC 8.24.22.docx](#)

[Ord 57-2022.docx](#)

[Design Standards and Public Improvements Manual Section 3.09 - Amendment for Vehicle Access.pdf](#)

SECTION 3.09- FIRE DEPARTMENT ACCESS DESIGN STANDARDS AMENDMENT CITY COUNCIL REPORT

Applicant	Lehi City
Meeting Date	September 27, 2022
Requested Action/Purpose	Approval of a proposed amendment to the Lehi City Design Standards
Date of DRC Review	August 24, 2022
Date of Planning Commission Review	September 8, 2022
REQUIRED ACTION	
Planning Commission	Review and recommendation
City Council	Final approval

APPLICABLE DEVELOPMENT CODE REGULATIONS

Section 04.060. Criteria for Approval.

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

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

REPORT ANALYSIS

The applicant requests approval of a proposed change to the Design Standards and Public Improvements Specifications Manual Section 3.09- Fire Department Access to amend the requirements for emergency access to construction sites.

The proposed changes will allow for improved emergency vehicular access and response time to construction sites. Additionally, it will require that developments with narrower road widths provide temporary off-site parking for workers so that access can be maintained. An off-site parking plan will be part of the DRC review process. This amendment also allows, if necessary, the City to require temporary fencing around a construction area if on-site parking is not successfully managed.

The DRC reviewed the proposed amendments and had 3 redline comments:

1. Review proposed parking regulations with the legal department and incorporate any comments from them
2. Change word loading to load in first paragraph
3. Change title to include “During Construction”

Please consider including all DRC comments in your motion.

POSSIBLE MOTIONS AND FINDINGS

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

1. The proposed Design Standards amendment will/will not increase safety around construction sites.
2. The proposed Design Standards amendment is/is not in conformance with the purposes, intent, and provisions of the General Plan and its various elements.
3. Additional findings based upon information presented during the public hearing.

PLANNING COMMISSION RECOMMENDATION

The Planning Commission reviewed the proposed amendment on September 8, 2022. The minutes and motion from this meeting are as follows:

**Section 3.09 - Fire Department Access
DRC Redline Comments**

*Lehi City- requests review of an amendment to the **Design Standards and Public Improvements Specifications Manual Section 3.09 - Fire Department Access**, amending the requirements to provide emergency access to construction sites.*

DRC Members Present: Glade Kirkham, Garion Rowett, Greg Allred, Ryan Allred, Jacob Hernandez, Kim Struthers, Gary Smith, Ross Dinsdale, Trent Dyer, Jacob Curtis

Representatives of the Applicant Present: None

Date of Plans Reviewed: 8/15/22

Time Start: 2:10 pm

Time End: 2:15 pm

DRC REDLINE COMMENTS:

Glade – Power: No comments

Garion – Fire: No comments

Greg/Ryan – Water/Sewer: No comments

Trent – Parks: No comments

Gary – Building/Inspections: No comments

Jacob – Public Works: No comments

Ross – Engineering:

1. Review proposed parking regulations with the legal department and incorporate any comments from them.

Kim – Planning:

2. Change word loading to load in first paragraph
3. Change title to include “During Construction”

THIS ITEM WILL BE SCHEDULED FOR PLANNING COMMISSION ON SEPTEMBER 8, 2022

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: 57-2022

**AN ORDINANCE UPDATING THE LEHI CITY DESIGN STANDARDS
AMENDING REQUIREMENTS FOR EMERGENCY ACCESS TO
CONSTRUCTION SITES**

WHEREAS, the City sees a need to update the Design Standards to improve emergency vehicular access and response time to construction sites;

WHEREAS, a public meeting was held by the Lehi City Council on September 27, 2022, after proper notice as required by law, and

WHEREAS, it is the desire of the Lehi City Council to pass the proposed revisions to provide improved response time in the case of emergencies. Additionally, to require that developments with narrower road widths provide temporary off-site parking for workers so that access can be maintained.

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

PART I:

The Lehi City Design Standards are hereby updated.

PART II:

A. If a provision of this Ordinance 57 -2022 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 Design Standards be updated to reflect the provisions enacted by this Ordinance.

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

Approved and Adopted by the City Council of Lehi City this 27th day of September, 2022.

ATTEST

Mark Johnson, Mayor

Teisha Wilson, City Recorder

closed without the authorization of the Public Works Department.

SECTION 3.09 ~~FIRE DEPARTMENT ACCESS~~

EMERGENCY VEHICLE ACCESS

- A. 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.

SECTION 3.10 MATERIALS TESTING

20 foot vehicle access

- A. All costs associated with testing (compaction, concrete, etc.), from an independent testing agency (approved by the Lehi City Public Works Department), as required herein shall be the responsibility of the Developer/Contractor.

B. Developments containing road widths less than 28 feet are required to provide off site parking in order to maintain 20 feet of emergency vehicle access and reduce the amount of on site vehicles. Only vehicles with a parking permit (provided by the developer and in clear view) will be allowed to be parked on site. The developer is required to provide an off site parking plan when the site plan or final subdivision documents are submitted to Lehi City for review. The off site parking area may be located within a later/earlier phase of the same project.

C. Temporary fencing around a construction area (with an individual controlling vehicle access) may be required if on site parking has not been successfully managed. The aforementioned requirement will be provided by the developer/contractor.

City Council Agenda Item Report

Meeting Date: September 27, 2022

Submitted By: Teisha Wilson

Submitting Department:

Item Type: Resolution

Agenda Section: Regular Agenda

Subject:

Consideration of Resolution #2022-83, appointing a member to the Lehi City Parks, Arts, Recreation, and Cultural (PARC) Advisory Committee.

Suggested Action:

Attachments:

[Res 2022-83.docx](#)



RESOLUTION NO. 2022-83

A RESOLUTION OF THE LEHI CITY COUNCIL MEMBERS TO THE LEHI CITY PARKS, ARTS, RECREATION, AND CULTURAL (PARC) ADVISORY COMMITTEE

WHEREAS, the Lehi Development Code Chapter 3, Section 3.06 outlines the qualification for membership, terms and vacancies for The Parks, Arts, Recreation, and Cultural (PARC) Advisory Committee; and

WHEREAS, in accordance with that section the term of Shaye Ruitenbeek needs to be filled for the remainder of her term; and

WHEREAS, the Mayor of Lehi City wishes to appoint, along with the advice and consent of the City Council, the following individuals to the Parks, Arts, Recreation, and Cultural (PARC) Advisory Committee.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF LEHI, UTAH, as follows:

1. Appoint Sierra Pierson as a member of the PARC Advisory Committee whose term shall begin immediately.
2. The provisions of this resolution shall take effect immediately upon passage.

PASSED and APPROVED this 27th day of September, 2022

Lehi City Corporation

Mark Johnson, Mayor

Teisha Wilson, City Recorder

City Council Agenda Item Report

Meeting Date: September 27, 2022

Submitted By: Teisha Wilson

Submitting Department:

Item Type: Resolution

Agenda Section: Regular Agenda

Subject:

Consideration of Resolution #2022-84, appointing a member to the Lehi City Parks, Trails and Trees Advisory Committee.

Suggested Action:

Attachments:

[Res 2022-84.docx](#)



RESOLUTION NO. 2022-84

A RESOLUTION OF THE LEHI CITY COUNCIL APPOINTING COMMITTEE MEMBERS TO THE LEHI CITY PARKS, TRAILS AND TREES ADVISORY COMMITTEE

WHEREAS, the Lehi City Municipal Code Title 3, Chapter 4, outlines the qualification for membership, terms and vacancies for the Lehi Parks, Trails, and Trees Advisory Committee; and

WHEREAS, in accordance with that section, committee member Jason Oviatt has resigned, and that position need to be filled; and

WHEREAS, the Mayor of Lehi City wishes to appoint, along with the advice and consent of the City Council, the following individuals to the Parks, Trails and Trees Advisory Committee.

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

1. Appoint Beau Jones as a Committee Member to serve the remainder of Jason Oviatt's term, which shall begin immediately and will expire May 31, 2023.
2. The provisions of this resolution shall take effect immediately upon passage.

Approved and Adopted by the City Council of Lehi City this 27th day of September, 2022.

LEHI CITY

Attest:

Mark Johnson, Mayor

Teisha Wilson, City Recorder