Lehi City Council Meeting
Agenda
August 22, 2023

6:00 PM - Lehi City Council Chambers (153 N. 100 E., Lehi, Utah)

Pre-Council, 6:00 p.m.

1. Welcome and Opening Comment

2. Presentations and Reports

   2.1. Discussion of Pressurized Irrigation Water Contamination

   2.2. Point of the Mountain Chamber Report

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. Presentations and Reports

   2.1. Presentation of Certificate of Achievement for Excellence in Financial Reporting from Government Finance Officers Association (GFOA).

   2.2. Recognition of Jonah Petersen, Community Development Department, for achieving the Master Code Professional designation.

3. 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.)

4. Consent Agenda

4.1. Approve Minutes from the August 1, 2023 Work Session Meeting

4.2. Approve Purchase Orders
PO Request-Stuart C Irby $374580.pdf

Regular Agenda

5. Consideration of Resolution #2023-55 approving an energized line clearance work agreement with Peterson Tree Care.
Petitioner: Lehi City
Res 2023-55.docx
Agreement-Energized Line Clearance Project (Peterson).docx

6. Consideration of Resolution #2023-57 approving a commercial real estate purchase contract for 55 West Main Street.
Petitioner: Lehi City
Res 2023-57.docx
Commercial Real Estate Purchase Contract 55 West Main Street.pdf
Addendum 1 55 West Main Street.pdf

7. Consideration of Resolution #2023-54 approving a Development Agreement for a light industrial development located at 501 & 535 North 500 West in A-1 (agricultural) and R-2 (medium density) zones.
Petitioner: Brent Fox and Lehi City
Res 2023-54.docx
Brent Fox Development Agreement 08.17.23.docx

8. Consideration of Ordinance #42-2023 the Fox General Plan Amendment from Medium Density Residential to Light Industrial on 2.73 acres located at 501 & 535 North 500 West. (Tabled from August 8th meeting)
Petitioner: Brent Fox
CC Staff Report Fox Light Industrial General Plan Amendment 08.22.23.docx
Fox Light Industrial GPA DRC 06.21.23.docx
Ord 42-2023.docx
Fox Light Industrial General Plan Amendment 06.21.23.pdf
Fox Aerial.pdf
Fox GP.pdf
Fox Zoning.pdf

9. Consideration of approval for the Emmetts Commercial Subdivision Plat A, a 2-lot subdivision with no improvements located at 90 East Main Street.
Petitioner: Scott Litke

CC Staff Report Emmetts Commercial Subdivision Plat A Final Subdivision with no improvements 08.22.23.docx
Emmetts Commercial Subdivision DRC 08.09.23.docx
Emmetts Commercial Subdivision Plat A Final Subdivision with no improvements DRC 08.09.23.pdf
Emmetts Aerial.pdf
Emmetts GP.pdf
Emmetts Zoning.pdf

10. Consideration of Ordinance #45-2023 the Clark Zone Change on 1.46 acres of property located at 1460 North 1700 West, changing the zoning from A-1 (agriculture) to RA-1 (residential/agriculture).
Petitioner: Gary Clark
CC Staff Report Clark Zone Change 08.22.23.docx
Clark Zone Change DRC 06.14.23.docx
Ord 45-2023.docx
Clark Zone Change DRC 06.14.23 Narrative.pdf
Clark Aerial.pdf
Clark General Plan.pdf
Clark Zoning.pdf

11. Consideration of Ordinance #46-2023 a Development Code Amendment to Table 05-030-B, allowing limited drive through facilities in the Neighborhood Commercial Zoning District.

Petitioner: Jason Boal
CC Staff Report Neighborhood Commercial Development Code Amendment 08.22.23.docx
Table 05.030.B Neighborhood Commercial Drive-Thru DRC 07.19.23.docx
Ord 46-2023.docx
Neighborhood Commercial Development Code Amendment DRC 07.19.23.pdf
Table 05-030-B text amendment 7-25.pdf

12. Consideration of approval for the College Farms Plat D Plat Amendment, consolidating lots 70 and 71 into one lot, with no improvements located at approximately 1285 North 2650 West.
Petitioner: Symphony Homes
CC Staff Report College Farms Plat D Subdivision Plat Amendment.docx
Colledge Farms Plat D Amendment DRC 08.09.23.docx
Colledge Farms Plat D Plat Amendment - 08.09.23.pdf
Colledge Farms Plat D Plat Amendment Narrative.pdf
Aerial map.pdf
General Plan.pdf
Zoning map.pdf

13. Consideration of Resolution #2023 approving a Development Agreement for a single lot development located at 560 West 900 North in an A-1 (agricultural) zone.
    Petitioner: Josh Pulham and Lehi City
    Res 2023-53.docx
    Josh Pulham Development Agreement - 07.25.23.docx

14. Consideration of Ordinance #47-2023 an amendment to the Lehi City Development Code Chapter 4, Amendments, changing when General Plan amendments are allowed to be processed.
    Petitioner: Lehi City
    CC Staff Report Chapter 4 Development Code Amendment 08.22.23.docx
    Chapter 4 Development Code Amendment DRC 07.12.23.docx
    Ord 47-2023.docx
    Chapter 4 Development Code Amendment 07.12.23.pdf

15. Consideration of Ordinance #48-2023 an amendment to the Lehi City Development Code Chapter 12, clarifying requirements for Rehabilitation and Treatment Facilities and reasonable accommodation exceptions for Group Homes.
    Petitioner: Lehi City
    CC Staff Report Chapter 12 Development Code Amendment 08.22.23.docx
    Chapter 12 Dev Code Amendment DRC 06.07.23.docx
    Ord 48-2023.docx
    Ch 12 Development Code Amendment Updated Text PDF.pdf

16. Consideration of Ordinance #49-2023 an amendment to the Lehi City Development Code Chapter 37, Design Standards, adding a height limit of 3 stories in the Historic Downtown Design District.
    Petitioner: Lehi City
    CC Staff Report Chapter 37 Historic Height Limit Development Code Amendment 08.22.23.docx
    Chapter 37 Dev Code Amendment DRC 06.07.23.docx
    Ord 49-2023.docx
    Ch37DesignStandards - building height.pdf

17. Consideration of Ordinance #50-2023 an amendment to the Lehi City Development Code Chapter 38, Transit Oriented Development, adding a requirement for for-sale housing as a part of the residential mix.
    Petitioner: Lehi City
    CC Staff Report Chapter 38 Development Code Amendment 08.22.23.docx
    Chapter 38 Dev Code Amendment DRC 06.07.23.docx
    Ord 50-2023.docx
    Ch 38 Updated Text.pdf

18. Consideration of Ordinance #51-2023 a comprehensive amendment to the Lehi City Development Code Chapter 39, Definitions.
    Petitioner: Lehi City
    CC Staff Report Chapter 39 Development Code Amendment 08.22.23.docx
    Chapter 39 Dev Code Amendment DRC 07.12.23.docx
    Ord 51-2023.docx
    Development Code Amendment Ch39Definitions 07.12.23.pdf

19. Consideration of Ordinance #52-2023 an amendment to the Lehi City Development Code Chapter 11, Application Requirements, amending when site plans go to Planning Commission for approval.
    Petitioner: Lehi City
    CC Staff Report Chapter 11 Dev Code Amendment Site Plan Approval 08.22.23.docx
    Chapter 11 Site Plan Amendment DRC 06.14.23.docx
    Ordinance - Dev Code Chapter 11 Site Plan Approvals 08.22.23.docx
    Ch11 development code application site plan valuation.pdf

20. Consideration of Ordinance #53-2023 an amendment to the Lehi City Development Code Chapter 37, Design Standards, changing the bike parking requirements.
    Petitioner: Lehi City
    CC Staff Report Bike Parking Dev Code Amendment 08.22.23.docx
    Chapter 37 Bike Parking DRC 06.14.23.docx
    Ord 53-2023.docx
    Chapter 37 Development Code Amendment Bike Parking.pdf

21. Consideration of Ordinance #54-2023 an amendment to the Lehi City Development Code Chapter 26, Accessory Uses, Buildings and Structures, clarifying height and setback requirements for accessory buildings and requirements for Accessory Dwelling Units.
    Petitioner: Lehi City
    CC Staff Report Chapter 26 Dev Code Amendment 08.22.23.docx
    Chapter 26 Dev Code Amendment DRC 06.07.23.docx
    Ord 54-2023.docx
    Chapter 26 Development Code Amendment 2.pdf

22. Consideration of Ordinance #55-2023 clarifying that Lehi City will conduct a Primary Election using Instant Runoff Voting as described in Utah Code.
    Petitioner: Lehi City
    Ord 55-2023.docx

23. Consideration of Resolution #2023-58 directing the City's Election Officer not to notify a candidate of the failure to file a campaign financial statement by the deadline or accept from a candidate a campaign financial statement filed after the deadline set forth in Utah code section 10-3-208.
    Petitioner: Lehi City

Res 2023-58.docx

24. Consideration of Resolution # 2023-56 consenting to the reorganization of the Timpanogos Special Service District as a Special District.
    Petitioner: Lehi City
    Res 2023-56.docx

25. Consideration of Resolution #2023-52 appointing a new Board Member to the Lehi City Historic Preservation Commission.
    Petitioner: Lehi City
    Res 2023-52.docx

26. Adjournment

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

Agenda Item No: 2.1

City Council Agenda Item Report

Meeting Date: August 22, 2023
Submitted By: Teisha WIlson
Submitting Department:
Item Type: Discussion
Agenda Section: Presentations and Reports

Subject:
Discussion of Pressurized Irrigation Water Contamination

Suggested Action:

Attachments:

Agenda Item No: 2.2

City Council Agenda Item Report

Meeting Date: August 22, 2023
Submitted By: Teisha WIlson
Submitting Department:
Item Type: Presentation
Agenda Section: Presentations and Reports

Subject:
Point of the Mountain Chamber Report

Suggested Action:

Attachments:

Agenda Item No: 2.1

City Council Agenda Item Report

Meeting Date: August 22, 2023
Submitted By: Teisha WIlson
Submitting Department:
Item Type: Presentation
Agenda Section: Presentations and Reports

Subject:
Presentation of Certificate of Achievement for Excellence in Financial Reporting from Government Finance Officers Association (GFOA).

Suggested Action:

Attachments:

Agenda Item No: 2.2

City Council Agenda Item Report

Meeting Date: August 22, 2023
Submitted By: Teisha WIlson
Submitting Department:
Item Type: Presentation
Agenda Section: Presentations and Reports

Subject:
Recognition of Jonah Petersen, Community Development Department, for achieving the Master Code Professional designation.

Suggested Action:

Attachments:

Agenda Item No: 4.1

City Council Agenda Item Report

Meeting Date: August 22, 2023
Submitted By: Teisha WIlson
Submitting Department:
Item Type: Action Item
Agenda Section: Consent Agenda

Subject:
Approve Minutes from the August 1, 2023 Work Session Meeting

Suggested Action:

Attachments:

Agenda Item No: 4.2

City Council Agenda Item Report

Meeting Date: August 22, 2023
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 $374580.pdf

Lehi City Purchase Requisition Request

Supplier	**Name**	STUART C. IRBY CO.		**Vender #**	
	Street	PO BOX 843959		**Date**	**8/8/2023**
	City	DALLAS	**State**	TX	
	Zip	75284	**Phone**	801-724-3000	

Dean Lundell

POWER	53-14-15	
Requesting Department	**Dept. Account No.**	**Department Head Signature**

Quanity	Unit	Materials and Description	Price	Total
15		S&C 65152R1 (PME-9) 15KV DEADFRONT	$17,800.00	$267,000.00
		AIR INSULATED PAD MOUNTED SWITCH GEAR		
		WITH (2) 600 AMP SWITCHED WAYS AND		
		(2) 200 AMP FUSED WAYS FOR SME-20 FUSING		
4		S&C 65162R1 (PME-11) 15KV DEADFRONT	$18,900.00	$75,600.00
		AIR INSULATED PAD MOUNTED SWITCH GEAR		
		WITH (3) 600 AMP SWITCHED WAYS AND		
		(1) 200 AMP FUSED WAYS FOR SME-20 FUSING		
19		CONCAST FC74-76-20-6264 FIBERCRETE	$1,020.00	$19,380.00
		BOX PAD 74-X 76-X-20-IN DEEP FOR PME-9		
		PME-11 PME-10 PME-12		
24		SANC 612030 FUSE UNIT SMU-20 30E	$175.00	$4,200.00
		STANDARD SPEED 14.4KV		
24		SANC 612080 FUSE UNIT SMU-20 80E	$175.00	$4,200.00
		STANDARD SPEED 14.4KV		
24		SANC 612015 FUSE UNIT SMU-20 15E	$175.00	$4,200.00
		STANDARD SPEED 14.4KV		
		SKYE PROJECT, LOW HILLS BOOSTER PUMP		
				$374,580.00

Justification:	Price Determination	
SEE ATT. LETTER	Verbal Quote	
	Informal Bid	
	Written Bid	*
	State Bid	
	Other	

Quotation

irby
A Sonepar Company

STUART C IRBY BR 1093 SALT LAKE CTY
6312 WEST BEAGLEY ROAD
WEST VALLEY CITY UT 84128
385-285-3199

QUOTE DATE	ORDER NUMBER
08/07/23	S013671096

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	PME'S		Gregory J McPhie

INSIDE SALESPERSON		REQD DATE	FRGHT ALLWD	SHIP VIA
Joseph C Rho		08/07/23	Yes	120 UTAH COUNTY

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	*	
			**********	*********	
15EA		1	+SANC 65152R1 PME-9 PD MTG GEAR	17800.000EA	267000.00
4EA		2	*SANC 65162R1 PME-11 SWITCHGEAR, PDMT, DEADFRONT, 15KV, 95KV BIL, 3 SWITCH CABINETS, 1 FUSE CABINET, SMU-20	18900.000EA	75600.00
19EA		3	*CONC FC-74-76-20-6264 FIBERCRETE BOX PAD WITH 62"X64" OPENING	1020.000EA	19380.00
24EA		4	+SANC 612030 FUSE UNIT SMU-20 30E STANDARD SPEED 14.4KV	175.000EA	4200.00
24EA		5	+SANC 612080 FUSE UNIT SMU-20 80E STANDARD SPEED 14.4KV	175.000EA	4200.00
24EA		6	+SANC 612015 FUSE UNIT SMU-20 15E STANDARD SPEED 14.4KV	175.000EA	4200.00

*** 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.

Subtotal	**374580.00**
S&H CHGS	**0.00**
Sales Tax	**0.00**
TOTAL	**374580.00**

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.

** Reprint ** Reprint ** Reprint **

LEHI CITY
POWER DEPARTMENT

8/8/2023

To: Jason Walker
Cc: Dean Lundell
From: Joel Eves
Re: PME-9 & PME-11,PME-10 PME-12, VISTA MODEL 550 Switch Gear

We have an immediate need for the PME-9 & PME-11& PME-10 & PME-12 Dead Front (S & C #65152R1 and S & C #65162R1 S & C #65242R1 S & C #65172R1) VISTA MODEL 550 #935502R1-P6-S144 Switch gears for work on Commercial & Residential projects currently underway in the city.

We would like to continue purchasing these switch gears from Stuart C. Irby Co. based on the following reasons:

- Currently they are the only vendor that carries these switches in stock.
- The fuse holders needed for these switches are already stocked in our warehouse.
- We have put the switches out to bid in the past and Stuart C. Irby has always been awarded the bid.
- 70-80% of switches on our system are S & C.
- To keep our system standardized.
- Ensure safety of lineman working on switches.
- Our Lineman stock only this type of fuse holder on our service trucks.

While there may be other companies who could possibly provide these switches. At the present time Stuart C. Irby is the only company we can purchase these switches from and receive them in a timely manner.

Sincerely,

Joel Eves
Lehi City Corporation
Power Department Director

Agenda Item No: 5

City Council Agenda Item Report

Meeting Date: August 22, 2023
Submitted By: Teisha WIlson
Submitting Department:
Item Type: Resolution
Agenda Section: Regular Agenda

Subject:
Consideration of Resolution #2023-55 approving an energized line clearance work agreement with Peterson Tree Care.

Suggested Action:

Attachments:

Res 2023-55.docx

Agreement-Energized Line Clearance Project (Peterson).docx

LEHI CITY

RESOLUTION NO. 2023-55

A RESOLUTION OF THE LEHI CITY COUNCIL APPROVING AN ENERGIZED LINE CLEARANCE WORK AGREEMENT WITH DENDRO GROUP LLC dba PETERSON TREE CARE

WHEREAS, City desires to contract for energized line clearance work; and

WHEREAS, the City issued RFP #2023-14 and selected Dendro Group LLC dba Peterson Tree Care as the lowest responsive and responsible proposal; and

WHEREAS, on August 22, 2023, the Lehi City Council held a duly-noticed public meeting to ascertain the facts regarding this matter, which facts and comments are found in the meeting record; and,

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

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

1. The Agreement between Lehi City and Dendro Group LLC dba Peterson Tree Care 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 22nd day of August, 2023.

LEHI CITY

_____

Mark Johnson, Mayor

ATTEST

_____

Teisha Wilson, City Recorder

EXHIBIT “A”

AGREEMENT FOR ENERGIZED LINE CLEARANCE WORK

This Agreement for the Energized Line Clearance Project ("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 Dendro Group LLC dba Peterson Tree Care, whose principal place of business is located at 1534 Bear Hollow Lane, Elk Ridge, UT 84651. ("Contractor").

WHEREAS, City desires to contract with Contractor for the Energized Line Clearance Project for the proposed 2 Year Tree Trimming Contract with optional 3rd year (the "Work"); and

WHEREAS, City issued RFP 2023-14 and Contractor submitted a Response to RFP 2023-14 which City determined to be the lowest responsive and most responsible proposal/bid and the City desires to contract with Contractor to perform the Work;

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

1. Scope of Work. City hereby hires Contractor and Contractor agrees to be bound to the City to perform the Work as described in RFP 2023-14 and Contractor's Response to RFP 2023-14 dated June, 19, 2023, both attached hereto as Exhibit A, and referred to as the "Contract Documents" and by this reference are incorporated herein and made a part of this Agreement.

2. Term. The term of the Agreement shall run until June 30, 2025, with an additional year at the City's option. If, in its sole discretion, the City wishes to extend the Agreement for an additional year it shall give Contractor 90 days' notice prior to the termination date of June 30, 2025.

3. Payment. City shall pay Contractor per the hourly rates provided in Contractor's Response to RFP 2023-14, attached as Exhibit B, upon monthly invoices received from Contractor and work performance verification. Invoices shall be submitted within 30 days of Contractor's performance, and City's verification of, the Work. Total payments shall not exceed One Hundred Thousand Dollars ($100,000.00) annually.

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 the Contractor's performance is unsatisfactory, the City shall first provide written notice to the Contractor of the City's intention to terminate this Agreement. The notice of termination must be provided by the City to the Contractor at least seven (7) calendar days prior to termination. After receiving such notice of termination from City, the Contractor shall have the next five (5) working days in which to cure any deficiency noted by the City. If the 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 the Contractor of the City's intention to terminate this Agreement without cause. The notice of termination shall be provided by the City to Contractor at least seven (7) calendar days prior to termination.

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

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

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

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

7. Taxes .

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

8. Indemnification and Insurance.

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

or for Contractor, or any subcontractor, worker's compensation acts, disability benefit acts, or other employee benefit acts.

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

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

8.4 Contractor, at its own expense, shall maintain commercial 4 automobile liability insurance with combined single limits of at least $1,000,000. Such benefits and coverage shall not be deemed to limit Contractor's liability under this Agreement. It is intended by this Section that the requirements set forth herein will satisfy applicable minimum requirements under Utah law. However, in the event that the foregoing requirements do not satisfy applicable Utah law, the Contractor must maintain commercial automobile 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. The City reserves the right to require complete, certified copies of all required insurance policies, with all endorsements, at any time.

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

9. Performance and Warranty Bonds or Letters of Credit.

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

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

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

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

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

(A) complies with this Agreement; and

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

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

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

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

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

pursuant to this Agreement.

10. Representations and Warranties.

10.1 Each party represents that:

10.1.1. Its signatory has the authority to be 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 subcontractors to the terms and conditions of this Section 11.

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

13. Notice.

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

To the City :	To Contractor :
Lehi City Corporation	Peterson Tree Care
Attn: Kenneth Bringhurst	Attn: Derek Peterson
153N 100 E	1534 Bear Hollow Lane
Lehi, Utah 84043	Elk Ridge, UT 84651

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

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

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

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

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

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

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

20. Force Majeure. Neither party shall be liable for any failure or delay in performing an obligation under this Agreement that is due to causes beyond its reasonable control, such as natural catastrophes, governmental acts or omissions, laws or regulations, labor strikes or difficulties, pandemics, transportation stoppages or slowdowns or the inability to procure parts

or materials. If any of these causes continue to prevent or delay performance for more than 180 days, the non-delaying party may terminate this Agreement, effective immediately upon notice to the delaying party.

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

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

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

Dated the _____ day of _____, 2023.

Denbo Group LLC dba Peterson Tree Care

_____

By:

Its:

STATE OF UTAH)

: ss.

COUNTY OF UTAH)

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

Witness my hand and official seal.

_____

(notary signature)

Dated the _____ day of _____, 2023.

Lehi City Corporation

_____

Mayor Mark Johnson

Attest:

_____

Teisha, Wilson, City Recorder

EXHIBIT A – Contract Documents

EXHIBIT B – Performance Bond and Payment Bond

EXHIBIT C – Warranty Bond

Agenda Item No: 6

City Council Agenda Item Report

Meeting Date: August 22, 2023
Submitted By: Teisha WIlson
Submitting Department:
Item Type: Resolution
Agenda Section: Regular Agenda

Subject:
Consideration of Resolution #2023-57 approving a commercial real estate purchase contract for 55 West Main Street.

Suggested Action:

Attachments:

Res 2023-57.docx

Commercial Real Estate Purchase Contract 55 West Main Street.pdf

Addendum 1 55 West Main Street.pdf

LEHI CITY

RESOLUTION NO. 2023-__

A RESOLUTION OF THE LEHI CITY COUNCIL APPROVING
A REAL ESTATE PURCHASE CONTRACT

WHEREAS, Lehi City desires to purchase the property at 55 West Main Street, Lehi, Utah ("Property"),

WHEREAS, The City is willing to purchase the Property for $900,000, subject to the terms and conditions contained in the Real Estate Purchase Contract ("Agreement"); and

WHEREAS, on August 22nd, 2023, the City Council held a duly-noticed public meeting to ascertain the facts regarding this matter, which facts and comments are found in the meeting record; and,

WHEREAS, after considering the facts and comments presented to the City Council, the Council finds: (i) that it should approve a Real Estate Purchase Contract with Faye Torgerson; 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 Real Estate Purchase Contract between Lehi City and Faye Torgerson 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 22nd day of August, 2023.

LEHI CITY

_____
Mark Johnson, Mayor

ATTEST

_____
Teisha Wilson, City Recorder

EXHIBIT “A”

Utah Association of REALTORS®

COMMERCIAL REAL ESTATE PURCHASE CONTRACT

EQUAL HOUSING OPPORTUNITY

This is a legally binding contract. It has been prepared by the Utah Association of REALTORS® for the use of its members only, in their transactions with clients and customers. Parties to this Commercial Real Estate Contract ("Contract") may agree, in writing, to alter or delete provisions of this Contract. Seek advice from your attorney or tax advisor before entering into a binding contract.

EARNEST MONEY RECEIPT

On this 08/22/2023 ("Offer Reference Date") Mark Johnson ("Buyer") offers to purchase from Faye Torgerson ("Seller") the *Property* described below and hereby delivers to the Brokerage or Title/Escrow Company, as *Earnest Money*, the amount of $25,000 in the form of ACH Transfer which, upon Acceptance of this offer by all parties (as defined in Section 23), shall be deposited in accordance with state law.

Brokerage or Title/Escrow Company _____ Address _____

Received by: _____ on _____

(Signature above acknowledges receipt of Earnest Money) (Date)

OFFER TO PURCHASE

1. PROPERTY (General Description): 4,353 Square Foot Commercial Property

Address 55 West Main Street City Lehi

County UT State of Utah, ZIP 84043

County Tax I.D. # 01:027:0009 (the *"Property"*)

For a legal description **(Check Applicable Box):** ☐ **SEE ADDENDUM #** _____ ☐ **COMMITMENT FOR TITLE INSURANCE** as provided in Section 7(b).

1.1 INCLUDED ITEMS: Unless excluded herein, this sale includes all fixtures presently attached to the *Property.* The following personal property shall also be included in this sale and conveyed under separate *Bill of Sale* with warranties as to title:

1.2 Excluded Items. These items are excluded from this sale:

2. PURCHASE PRICE The Purchase Price for the *Property* is $900,000
The Purchase Price will be paid as follows:

$25,000.00 **(a) *Earnest Money Deposit.***

$_____ **(b) New Loan.** Buyer will apply for one or more of the following loans: ☐ **Conventional** ☐ **SBA** ☐ **Other** (specify) _____ Buyer shall have the right to approve the terms and conditions of the new loan as provided in *Section 8 (f)*.

$_____ **(c) Loan Assumption Addendum** (see attached *Assumption Addendum* if applicable)

$_____ **(d) Seller Financing** (see attached *Seller Financing Addendum* if applicable)

$_____ **(e) Other (specify)** _____

$875,000 **(f) Balance of Purchase Price in Cash at Settlement**

$900,000 **PURCHASE PRICE. Total of lines (a) through (f)**

3. SETTLEMENT AND CLOSING. Settlement shall take place on the Settlement Deadline referenced in *Section 24(c)*, or on a date upon which Buyer and Seller agree in writing. "Settlement" shall occur only when **all** of the following have been completed: (a) Buyer and Seller have signed and delivered to each other or to the escrow/closing office all documents required by this Contract, by the lender, by written escrow instructions or by applicable law; (b) any monies required to be paid by Buyer under these documents (except for the proceeds of any new loan) have been delivered by Buyer to Seller or to the escrow/closing office in the form of collected or cleared funds; and (c) any monies required to be paid by Seller under these documents have been delivered by Seller to Buyer or to the escrow/closing office in the form of collected or cleared funds. Seller and Buyer shall each

pay one-half (½) of the fee charged by the escrow/closing office for its services in the settlement/closing process. Taxes and assessments for the current year, rents, and interest on assumed obligations shall be prorated at Settlement as set forth in this Section. Tenant deposits (including, but not limited to, security deposits and prepaid rents) shall be paid or credited by Seller to Buyer at Settlement. Prorations set forth in this Section shall be made as of the Settlement Deadline date referenced in *Section 24(c)*, unless otherwise agreed to in writing by the parties. Such writing could include the settlement statement. For purposes of this Contract, "Closing" means that: (i) Settlement has been completed; (ii) the proceeds of any new loan have been delivered by the lender to Seller or to the escrow/closing office; and (iii) the applicable Closing documents have been recorded in the office of the county recorder.

4. POSSESSION. Seller shall deliver physical possession to Buyer within: ☑ 6 **HOURS AFTER CLOSING;** ☐ _____ **DAYS AFTER CLOSING;** ☐ **OTHER (SPECIFY)** _____
Any rental of the *Property* prior to or after Closing, between Buyer and Seller, shall be by separate written agreement.

5. CONFIRMATION OF BROKERAGE FEES & AGENCY DISCLOSURE. Buyer and Seller acknowledge prior receipt of written agency disclosure provided by their respective Buyer's Agent or Seller's Agent that has disclosed the agency relationships that are confirmed below. Buyer and Seller further acknowledge that Brokerage Fees due as a result of this transaction are being paid based upon the terms of a separate written agreement. At the signing of this Contract:

Seller's Agent, Spencer Croshaw represents ☑ **Seller** ☐ **Buyer** ☐ **both Buyer and Seller as a Limited Agent;**
Seller's Brokerage, Colliers represents ☐ **Seller** ☐ **Buyer** ☐ **both Buyer and Seller as a Limited Agent;**
Buyer's Agent, W Marlin Eldred represents ☐ **Seller** ☑ **Buyer** ☐ **both Buyer and Seller as a Limited Agent;**
Buyer's Brokerage, Equity Solid Real Estate represents ☐ **Seller** ☑ **Buyer** ☐ **both Buyer and Seller as a Limited Agent;**

6. TITLE TO PROPERTY & TITLE INSURANCE.
(a) Seller represents that Seller has fee simple title to the Property and will convey good and marketable title to Buyer at Closing by: ☐ **GENERAL WARRANTY DEED** ☑ **SPECIAL WARRANTY DEED**, free of financial encumbrances except as provided under *Section 10.1.*
(b) At Settlement, Seller agrees to pay for a standard-coverage owner's policy of title insurance insuring Buyer in the amount of the Purchase Price. The title policy shall conform with Seller's obligations under *Section 10.1* and with the *Commitment for Title Insurance* as agreed to by Buyer under *Section 8.*
(c) ☐ **BUYER ELECTS TO OBTAIN A FULL-COVERAGE EXTENDED ALTA POLICY OF TITLE INSURANCE.** The cost of this coverage (including the ALTA survey), above that of the standard-coverage Owner's policy, shall be paid for at Settlement by: ☐ **BUYER** ☐ **SELLER** ☐ **OTHER** _____.

7. SELLER DISCLOSURES. No later than the Seller Disclosure Deadline referenced in *Section 24(a)*, Seller shall provide to Buyer the following documents which are collectively referred to as the "Seller Disclosures":
(a) a Seller property condition disclosure for the *Property*, signed and dated by Seller;
(b) a *Commitment for Title Insurance* on the *Property*;
(c) a copy of all leases and rental agreements now in effect with regard to the *Property* together with a current rent roll;
(d) operating statements of the Property for its last 2 full fiscal years of operation plus the current fiscal year through July 1, 2023 certified by the Seller or by an independent auditor;
(e) copies in Seller's possession, if any, of any studies and/or reports which have previously been done on the *Property*, including without limitation, environmental reports, soils studies, site plans and surveys;
(f) written notice of any claims and/or conditions known to Seller relating to environmental problems and building or zoning code violations; and
(g) Other (specify) Current Tenant Lease Agreements, past 5 years maintenance records

8. BUYER'S RIGHT TO CANCEL BASED ON BUYER'S DUE DILIGENCE. Buyer's obligation to purchase under this Contract (**check applicable boxes**):
(a) ☐ **IS** ☑ **IS NOT** conditioned upon Buyer's approval of the content of all the *Seller Disclosures* referenced in *Section 7*;
(b) ☐ **IS** ☑ **IS NOT** conditioned upon Buyer's approval of a physical condition inspection of the *Property*;
(c) ☐ **IS** ☑ **IS NOT** conditioned upon Buyer's approval of a survey of the *Property* by a licensed surveyor ("Survey");
(d) ☐ **IS** ☑ **IS NOT** conditioned upon Buyer's approval of applicable federal, state and local governmental laws, ordinances and regulations affecting the *Property*; and any applicable deed restrictions and/or CC&R's (covenants, conditions and restrictions) affecting the *Property*;

(e) ☑ **IS** ☐ **IS NOT** conditioned upon the *Property* appraising for not less than the Purchase Price.
(f) ☐ **IS** ☑ **IS NOT** conditioned upon Buyer's approval of the terms and conditions of any mortgage financing referenced in *Section 2*.
(g) ☐ **IS** ☐ **IS NOT** conditioned upon Buyer's approval of the following tests and evaluations of the *Property*: (specify)

_____

If any of the items *8(a) through 8(g)* are checked in the affirmative, then *Sections 8.1, 8.2, 8.3 and 8.4* apply; otherwise, they do not apply. The items checked in the affirmative above are collectively referred to as "Buyer's Due Diligence." Unless otherwise provided in this Contract, the Buyer's Due Diligence shall be paid for by Buyer and shall be conducted by individuals or entities of Buyer's choice. Buyer shall conduct Buyer's Due Diligence in such manner as not to unreasonably disrupt the activities and business of Seller, and shall indemnify Seller and hold Seller harmless from and against any and all liability, claim, or damages which arise from, is caused by, or is in any manner connected with Buyer's Due Diligence, including without limitation, claims for payment for inspection services, claims for mechanics liens, and physical damage to the Property. Seller agrees to cooperate with Buyer's Due Diligence and with a site inspection under *Section 11*.

8.1 Due Diligence Deadline. No later than the Due Diligence Deadline referenced in *Section 24(b)* Buyer shall: (a) complete all of Buyer's Due Diligence; and (b) determine if the results of the Buyer's Due Diligence are acceptable to Buyer.

8.2 Right to Cancel or Object. If Buyer, in Buyer's sole discretion, determines that the results of the Buyer's Due Diligence are unacceptable, Buyer may, no later than the Due Diligence Deadline, either: (a) cancel this Contract by providing written notice to Seller, whereupon the Earnest Money Deposit shall be released to Buyer; or (b) provide Seller with written notice of objections.

8.3 Failure to Respond. If by the expiration of the Due Diligence Deadline, Buyer does not: (a) cancel this Contract as provided in *Section 8.2*; or (b) deliver a written objection to Seller regarding the Buyer's Due Diligence, the results of the Buyer's Due Diligence shall be deemed approved by Buyer; and the contingencies referenced in *Sections 8(a) through 8(g)*, including but not limited to, any financing contingency, shall be deemed waived by Buyer.

8.4 Response by Seller. If Buyer provides written objections to Seller, Buyer and Seller shall have 5 **CALENDAR DAYS** after Seller's receipt of Buyer's objections (the "Response Period") in which to agree in writing upon the manner of resolving Buyer's objections. Except as provided in *Section 10*, Seller may, but shall not be required to, resolve Buyer's objections. If Buyer and Seller have not agreed in writing upon the manner of resolving Buyer's objections, Buyer may cancel this Contract by providing written notice to Seller no later than **THREE CALENDAR DAYS** after expiration of the *Response Period*; whereupon the *Earnest Money Deposit* shall be released to Buyer. If this Contract is not canceled by Buyer under this *Section 8.4*, Buyer's objections shall be deemed waived by Buyer. This waiver shall not affect those items warranted in *Section 10*.

9. ADDITIONAL TERMS. There ☑ **ARE** ☐ **ARE NOT** addenda to this Contract containing additional terms. If there are, the terms of the following addenda are incorporated into this Contract by this reference: ☑ **Addendum No.** 1
☐ **Seller Financing Addendum** ☐ **Assumption Addendum** ☑ **Lead-Based Paint Disclosure & Acknowledgement**
☐ **Other (specify):** _____

10. SELLER'S WARRANTIES & REPRESENTATIONS.

10.1 Condition of Title. Buyer agrees to accept title to the *Property* subject to the contents of the *Commitment for Title Insurance* as agreed to by Buyer under *Section 8*. Buyer also agrees to take the *Property* subject to existing leases affecting the *Property* and not expiring prior to Closing. Buyer agrees to be responsible for taxes, assessments, association fees and dues, utilities, and other services provided to the *Property* after Closing. Except for any loan(s) specifically assumed by Buyer under *Section 2*, Seller will cause to be paid off by Closing all mortgages, trust deeds, judgments, mechanic's liens, tax liens and warrants. Seller will cause all assessments to be paid current by Closing.

10.2 Condition of Property. Seller warrants that **ON THE DATE SELLER DELIVERS PHYSICAL POSSESSION TO BUYER**, the *Property* and improvements will be broom-clean and free of debris and personal belongings, and in the same general condition as they were on the date of *Acceptance*.

10.3 Other Seller Warranties. Seller further warrants that, to the best of Seller's knowledge, each of the following statements is true: (a) the consummation of the transactions contemplated by this Contract will not constitute a default or result in the breach of any term or provision of any contract or agreement to which Seller is a party so as to adversely affect the consummation of such transactions; (b) there is no action, suit, legal proceeding or other proceeding pending or threatened against Seller and/or the *Property* which may adversely affect the transactions contemplated by this Contract, in any court or before any arbitrator of any kind or before or by any governmental body which may adversely affect the transactions contemplated by this Contract; (c) all work which will be performed in, on or about the *Property* or materials furnished thereto which might in any circumstances give rise to a mechanic's or materialman's lien, will be paid and all necessary waivers of rights to a mechanic's or materialman's lien for such work will be obtained; (d) Seller has not received any written notice indicating that the *Property* is in violation of any Federal, State or local Environmental Law; (e) there are no Hazardous Substances on, under, or about the *Property*, nor has Seller undertaken, permitted, authorized or suffered, and will not undertake, permit, authorize or suffer the presence, use, manufacture, handling, generation, storage, treatment, discharge, release, burial or disposal on, under or about the *Property*, of any Hazadous Substances, or the transportation to or from the *Property*, of any Hazardous Substances. As used herein, "Hazardous Substance" shall mean any substance, material or matter that may give rise to liability under any Federal, State, or local Environmental Laws; and (f) Seller is not a "foreign person" as that term is defined in Section 1445 of the U.S. Internal

Revenue Code of 1986, as amended. (In that regard, Seller shall deposit into Escrow, at or prior to Closing, an affidavit in such form as may be required by the U.S. Internal Revenue Service, setting forth Seller's full name, address and taxpayer identification number and stating under penalty of perjury that Seller is not a "foreign person" as so defined).

11. FINAL PRE-CLOSING INSPECTION. Before Settlement, Buyer may, upon reasonable notice and at a reasonable time, conduct a final pre-closing inspection of the *Property* to determine **only** that the *Property* is "as represented," meaning that the items referenced in *Sections 1.1, 8.4 and 10.2 and 10.3* ("the items") are respectively present, repaired/changed as agreed, and in the warranted condition. If the items are not as represented, Seller will, prior to Settlement, replace, correct or repair the items or, with the consent of Buyer (and Lender if applicable), escrow an amount at Settlement to provide for the same. The failure to conduct a final pre-closing inspection or to claim that an item is not as represented, shall not constitute a waiver by Buyer of the right to receive, on the date of possession, the items as represented.

12. CHANGES DURING TRANSACTION. Seller agrees that from the date of Acceptance until the date of Closing, Seller shall not, without the prior written consent of Buyer: (a) make any changes in any existing leases; (b) enter into any new leases; (c) make any substantial alterations or improvements to the *Property*; or (d) incur any further financial encumbrances against the *Property*.

13. AUTHORITY OF SIGNERS. If Buyer or Seller is a corporation, partnership, trust, estate, limited liability company or other entity, the person executing this Contract on its behalf warrants his or her authority to do so and to bind Buyer and Seller. Seller further warrants that the execution and delivery of this Contract by Seller have been duly and validly authorized, and all requisite action has been taken to make this Contract binding upon Seller.

14. COMPLETE CONTRACT/ASSIGNMENT. This Contract together with its addenda, any attached exhibits, and Seller Disclosures, constitutes the entire Contract between the parties and supersedes and replaces any and all prior negotiations, representations, warranties, understandings or contracts between the parties. This Contract cannot be changed except by written agreement of the parties. This Contract ☐ **SHALL** ☑ **SHALL NOT** be assignable by Buyer. Except as so restricted, this Contract shall inure to the benefit of and be binding upon the heirs, personal representatives, successors and assigns of the parties.

15. MEDIATION. Any dispute relating to this Contract that arise prior to or after Closing:
☑ **SHALL**
☐ **MAY AT THE OPTION OF THE PARTIES**
first be submitted to mediation. Mediation is a process in which the parties meet with an impartial person who helps to resolve the dispute informally and confidentially. Mediators cannot impose binding decisions. The parties to the dispute must agree before any settlement is binding. The parties will jointly appoint an acceptable mediator and will share equally in the cost of such mediation. The mediation, unless otherwise agreed, shall terminate in the event the entire dispute is not resolved **THIRTY (30) CALENDAR DAYS** from the date written notice requesting mediation is sent by one party to the other(s). If mediation fails, the other procedures and remedies available under this Contract shall apply. Nothing in this *Section 15* shall prohibit any party from seeking emergency equitable relief pending mediation.

16. DEFAULT. If Buyer defaults, Seller may elect either to retain the Earnest Money Deposit as liquidated damages, or to return it and sue Buyer to specifically enforce this Contract or pursue other remedies available at law. If Seller defaults, in addition to return of the Earnest Money Deposit, Buyer may elect either to accept from Seller a sum equal to the Earnest Money Deposit as liquidated damages, or may sue Seller to specifically enforce this Contract or pursue other remedies available at law.

17. ATTORNEY FEES AND COSTS. In the event of litigation or binding arbitration to enforce this Contract, the prevailing party shall be entitled to costs and reasonable attorney fees. However, attorney fees shall not be awarded for participation in mediation under *Section 15*.

18. NOTICES. Except as provided in *Section 23*, all notices required under this Contract must be: (a) in writing; (b) signed by the party giving notice; and (c) received by the other party or the other party's agent no later than the applicable date referenced in this Contract.

19. ABROGATION. Except for the provisions of *Sections 8.4, 10.1, 10.3, 15 and 17* and any other express warranties made in this Contract, the provisions of this Contract shall not apply after Closing.

20. RISK OF LOSS. All risk of loss to the *Property*, including physical damage or destruction to the *Property* or its improvements due to any cause except ordinary wear and tear and loss caused by a taking in eminent domain, shall be borne by Seller until Closing.

21. TIME IS OF THE ESSENCE. Time is of the essence regarding the dates set forth in this Contract. Extensions must be agreed to in writing by all parties. Unless otherwise explicitly stated in this Contract: (a) performance under each Section of this Contract

which references a date shall absolutely be required by 5:00 PM Mountain Time on the stated date; and (b) the term "days" shall mean calendar days and shall be counted beginning on the day following the event which triggers the timing requirement (i.e., Acceptance, etc.). If the performance date falls on a Saturday, Sunday, State or Federal legal holiday, performance shall be required on the next business day. Performance dates and times referenced herein shall not be binding upon title companies, lenders, appraisers and others not parties to this Contract, except as otherwise agreed to in writing by such non-party.

22. FAX TRANSMISSION AND COUNTERPARTS. Facsimile (fax) transmission of a signed copy of this Contract, any addenda and counteroffers, and the retransmission of any signed fax shall be the same as delivery of an original. This Contract and any addenda and counteroffers may be executed in counterparts.

23. ACCEPTANCE. "Acceptance" occurs when Seller or Buyer, responding to an offer or counteroffer of the other: (a) signs the offer or counteroffer where noted to indicate acceptance; and (b) communicates to the other party or to the other party's agent that the offer or counteroffer has been signed as required.

24. CONTRACT DEADLINES. Buyer and Seller agree that the following deadlines shall apply to this Contract:

(a) Seller Disclosure Deadline	09/01/2023	(Date)
(b) Due Diligence Deadline	09/14/2023	(Date)
(c) Settlement Deadline	09/29/2023	(Date)

25. OFFER AND TIME FOR ACCEPTANCE. Buyer offers to purchase the *Property* on the above terms and conditions. If Seller does not accept this offer by: 5:00pm Mountain Time on 08/25/2023 (Date), this offer shall lapse; and the Brokerage or Title/Escrow Company shall return the *Earnest Money Deposit* to Buyer.

(Buyer's Signature)	(Title, if any)	(Date)	(Buyer's Signature)	(Title, if any)	(Date)

Mark Johnson	153 N 100 E Lehi, 84043-1852		8017198234	
(Buyers' Names) **(PLEASE PRINT)**	(Address)	(Zip Code)	(Phone)	(Fax)
(Buyers' Names) **(PLEASE PRINT)**	(Address)	(Zip Code)	(Phone)	(Fax)

ACCEPTANCE/COUNTEROFFER/REJECTION

CHECK ONE:

☐ **ACCEPTANCE OF OFFER TO PURCHASE:** Seller Accepts the foregoing offer on the terms and conditions specified above.

☐ **COUNTEROFFER:** Seller presents for Buyer's Acceptance the terms of Buyer's offer subject to the exceptions or modifications as specified in the attached ADDENDUM NO. _____

(Seller's Signature)	(Date)	(Time)	(Seller's Signature)	(Date)	(Time)

Faye Torgerson	1526 W. Gordan Creek Rd, Price, UT 84501		801-702-4689	
(Sellers' Names) **(PLEASE PRINT)**	(Address)	(Zip Code)	(Phone)	(Fax)
(Sellers' Names) **(PLEASE PRINT)**	(Address)	(Zip Code)	(Phone)	(Fax)

☐ **REJECTION:** Seller Rejects the foregoing offer.

(Seller's Signature)	(Date)	(Time)	(Seller's Signature)	(Date)	(Time)

****

DOCUMENT RECEIPT

State law requires Broker to furnish Buyer and Seller with copies of this Contract bearing all signatures. (Fill in applicable section below.)

A. I acknowledge receipt of a final copy of the foregoing Contract bearing all signatures:

(Buyer's Signature)	(Date)	(Buyer's Signature)	(Date)
(Seller's Signature)	(Date)	(Seller's Signature)	(Date)

B. I personally caused a final copy of the foregoing Contract bearing all signatures to be ☐ **faxed** ☐ **mailed** ☐ **hand delivered** on _____, postage prepaid, to the ☐ **Seller** ☐ **Buyer.**

Sent/Delivered by (specify) _____

This form is COPYRIGHTED by the UTAH ASSOCIATION OF REALTORS® for use solely by its members. Any unauthorized use, modification, copying or distribution without written consent is prohibited. NO REPRESENTATION IS MADE AS TO THE LEGAL VALIDITY OR ADEQUACY OF ANY PROVISION OF THIS FORM IN ANY SPECIFIC TRANSACTION. IF YOU DESIRE SPECIFIC LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL.

COPYRIGHT© UTAH ASSOCIATION OF REALTORS® -- 1994 -- REVISED 10.13.04 -- ALL RIGHTS RESERVED **UAR FORM 3**

ADDENDUM NO. 1
TO
REAL ESTATE PURCHASE CONTRACT

THIS IS AN [☑] ADDENDUM [☐] COUNTEROFFER to that REAL ESTATE PURCHASE CONTRACT (the "REPC") with an Offer Reference Date of 08/22/2023, including all prior addenda and counteroffers, between Mark Johnson as Buyer, and Faye Torgerson as Seller, regarding the Property located at 55 West Main Street, Lehi, UT 84043. The following terms are hereby incorporated as part of the REPC:

Buyer will pay for an appraisal of the property through a licensed appraiser. Buyer will pay appraised value or $900,000 offer price whichever is the lesser amount. Seller shall have the option to obtain or provide an appraisal from a licensed appraiser within 30 days before or after of the offer date. If the two appraisals are different the appraisals will be added together and divided by 2 to come up with a blended appraisal. The blended appraisal or $900,000 offer price whichever is lower will become the settlement price or purchase price.

To the extent the terms of this ADDENDUM modify or conflict with any provisions of the REPC, including all prior addenda and counteroffers, these terms shall control. All other terms of the REPC, including all prior addenda and counteroffers, not modified by this ADDENDUM shall remain the same. **[☐] Seller [☐] Buyer** shall have until _____ **[☐] AM [☐] PM** Mountain Time on _____ (Date), to accept the terms of this ADDENDUM in accordance with the provisions of Section 23 of the REPC. Unless so accepted, the offer as set forth in this ADDENDUM shall lapse.

[☐] Buyer [☐] Seller Signature (Date) (Time)	[☐] Buyer [☐] Seller Signature (Date) (Time)

ACCEPTANCE/COUNTEROFFER/REJECTION

CHECK ONE:

[☐] ACCEPTANCE: [☐] Seller [☐] Buyer hereby accepts the terms of this ADDENDUM.

[☐] COUNTEROFFER: [☐] Seller [☐] Buyer presents as a counteroffer the terms of attached ADDENDUM NO. _____.

(Signature) (Date) (Time)	(Signature) (Date) (Time)

[☐] REJECTION: [☐] Seller [☐] Buyer rejects the foregoing ADDENDUM.

(Signature) (Date) (Time)	(Signature) (Date) (Time)

THIS FORM APPROVED BY THE UTAH REAL ESTATE COMMISSION AND THE OFFICE OF THE UTAH ATTORNEY GENERAL, EFFECTIVE JANUARY 1, 2020. IT REPLACES AND SUPERSEDES ALL PREVIOUSLY APPROVED VERSIONS OF THIS FORM.

Agenda Item No: 7

City Council Agenda Item Report

Meeting Date: August 22, 2023
Submitted By: Jacob Curtis
Submitting Department: Planning Division
Item Type: Resolution
Agenda Section: Regular Agenda

Subject:
Consideration of Resolution #2023-54 approving a Development Agreement for a light industrial development located at 501 & 535 North 500 West in A-1 (agricultural) and R-2 (medium density) zones.

Suggested Action:

Attachments:

Res 2023-54.docx

Brent Fox Development Agreement 08.17.23.docx

LEHI CITY

RESOLUTION NO. 2023-54

A RESOLUTION OF THE LEHI CITY COUNCIL APPROVING A DEVELOPMENT AGREEMENT BETWEEN BRENT FOX AND LEHI CITY

WHEREAS, Brent Fox ("Developer") has a legal interest in certain real property and desires to develop a Contractor's Storage Yard on the property;

WHEREAS, On August 8, 2023, the City Council directed staff to work on this Agreement to allow the use on this site without amending the General Plan in accordance with the terms and conditions set forth in this agreement ("Development Agreement");

WHEREAS, on August 22, 2023, the City Council held a duly noticed public meeting to ascertain the facts regarding this matter, which facts and comments are found in the meeting record; and,

WHEREAS, after considering the facts and comments presented to the City Council, the Council finds: (i) that it should approve the Development Agreement with Fox Construction; 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 22nd day of February, 2023.

LEHI CITY

_____

Mark Johnson, Mayor

ATTEST

_____

Teisha Wilson, City Recorder

EXHIBIT A

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 Brent Fox, whose principal place of business is located at 459 N 500 W Lehi, Utah, 84043 ("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. Developer has a legal interest in certain real property, as described in Exhibit A attached hereto (Property).

C. On August 8, 2023, the City Council held a discussion regarding uses of the Property and their willingness to pursue a development agreement that would allow the proposed use in the current A-1 and R-2 Zones as a permitted use.

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 Contractors Storage Yard shall be a Conditional Use on the property described herein on Exhibit "A" as of the Effective Date of this Agreement, subject to the terms of this Agreement. The Approved Use is for outside storage only, and does not include any permanent structures.

1.2 Developer agrees to the following:

1.2.1 Develop the site in conformance with all City standards including the buffering and screening requirements described in Chapter 12 of the Lehi City Development Code. No additional structures will be allowed on any part of the Property.

1.2.2 Obtain a conditional use permit through the City's development process for the Approved Use.

1.3 This Agreement and Developer's right to use the Property for the Approved Use shall begin on the Effective Date and expire only upon termination of this Agreement.

1.4 This Agreement will terminate without further action by either party if Developer has not received Conditional Use Permit approval for the Approved Use within two years of the Effective Date of this Agreement ("Termination Date").

1.5 Should Developer abandon the Approved Use for one full year at any time after receiving Conditional Use approval, or if Developer decides to sell the Property as a separate parcel, and not as a part of his construction business, the Approved Use shall expire, this Agreement shall terminate, and only those uses allowed in the current A-1 Agricultural and R-2 Medium Density Residential Zones (or the then current zonings of the property) will be allowed.

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:

xxxxxx

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. This Agreement will be a covenant that runs with the land and will be recorded against property.

[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

Brent Fox

_____

By: XXXX
Its: _____

STATE OF UTAH)
ss:
COUNTY OF _____)

On this_____ day of _____, 2023 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 Fox Construction 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”

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

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

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 Brent Fox, whose principal place of business is located at 459 N 500 W Lehi, Utah, 84043 ("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. Developer has a legal interest in certain real property, as described in Exhibit A attached hereto (Property).

C. On August 8, 2023, the City Council held a discussion regarding uses of the Property and their willingness to pursue a development agreement that would allow the proposed use in the current A-1 and R-2 Zones as a permitted use.

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 Contractors Storage Yard shall be a Conditional Use on the property described herein on Exhibit "A" as of the Effective Date of this Agreement, subject to the terms of this Agreement. The Approved Use is for outside storage only, and does not include any permanent structures.

1.2 Developer agrees to the following:

1.2.1 Develop the site in conformance with all City standards including the buffering and screening requirements described in Chapter 12 of the Lehi City Development Code. No additional structures will be allowed on any part of the Property.

1.2.2 Obtain a conditional use permit through the City's development process for the Approved Use.

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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.

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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.

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(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.

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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:

xxxxxx

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. This Agreement will be a covenant that runs with the land and will be recorded against property.

[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

Brent Fox

_____

By: XXXX
Its: _____

STATE OF UTAH)
ss:
COUNTY OF _____)

On this_____ day of _____, 2023 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 Fox Construction 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"

Property Legal Description

Agenda Item No: 8

City Council Agenda Item Report

Meeting Date: August 22, 2023
Submitted By: Jacob Curtis
Submitting Department: Planning Division
Item Type: Ordinance
Agenda Section: Regular Agenda

Subject:
Consideration of Ordinance #42-2023 the Fox General Plan Amendment from Medium Density Residential to Light Industrial on 2.73 acres located at 501 & 535 North 500 West. (Tabled from August 8th meeting)

Suggested Action:

Attachments:

CC Staff Report Fox Light Industrial General Plan Amendment 08.22.23.docx

Fox Light Industrial GPA DRC 06.21.23.docx

Ord 42-2023.docx

Fox Light Industrial General Plan Amendment 06.21.23.pdf

Fox Aerial.pdf

Fox GP.pdf

Fox Zoning.pdf

FOX LIGHT INDUSTRIAL GENERAL PLAN AMENDMENT

CITY COUNCIL REPORT

Applicant	Brent Fox		
Meeting Date	August 22, 2023		
Requested Action/Purpose	Approval of a proposed general plan amendment		
Location	501 & 535 North 500 West		
Acreage	2.73 acres		
Existing Zoning	R-2/A-1		
Existing General Plan Land Use Designation	MDR		
Proposed Land Use Designation	LI (Light Industrial)		
Existing Land Use	Single family residential		
Adjacent Zoning and Land Use	*North*	R-2/A-1	Single family residential
	South	LI	Fox Construction
	East	R-2	Single family residential
	West	LI	Fox Construction yard
Date of DRC Review	June 21, 2023		
Date of Planning Commission Review	July 13, 2023		
Assigned Planner	Jacob Curtis		

REQUIRED ACTION

Planning Commission	Review and recommendation
City Council	Final approval

APPLICABLE DEVELOPMENT CODE REGULATIONS

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

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

APPLICABLE GENERAL PLAN GOALS AND POLICIES

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

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

PROPERTY HISTORY

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

REPORT ANALYSIS

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

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

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

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

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

Please consider the DRC comments in the motion.

POSSIBLE MOTIONS AND FINDINGS

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

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

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

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

PLANNING COMMISSION RECOMMENDATION

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

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

Applicant Brent Fox was available for questions.

Chairperson Newall opened public hearing.

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

Chairperson Newall closed the public hearing.

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

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

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

Fox Light Industrial General Plan Amendment
DRC Redline Comments

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

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

DRC REDLINE COMMENTS:
Glade – Power: No comments
Garion – Fire: No comments
Ryan – Water/Sewer: No comments
James – Parks: No comments
Gary – Building/Inspections: No comments
Matt – Public Works: No comments
Ross – Engineering: No comments
Kim – Planning:

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

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

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

ORDINANCE NO: 42-2023

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

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

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

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

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

PART 1:

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

PART II:

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

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

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

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

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

ATTEST

_____ _____

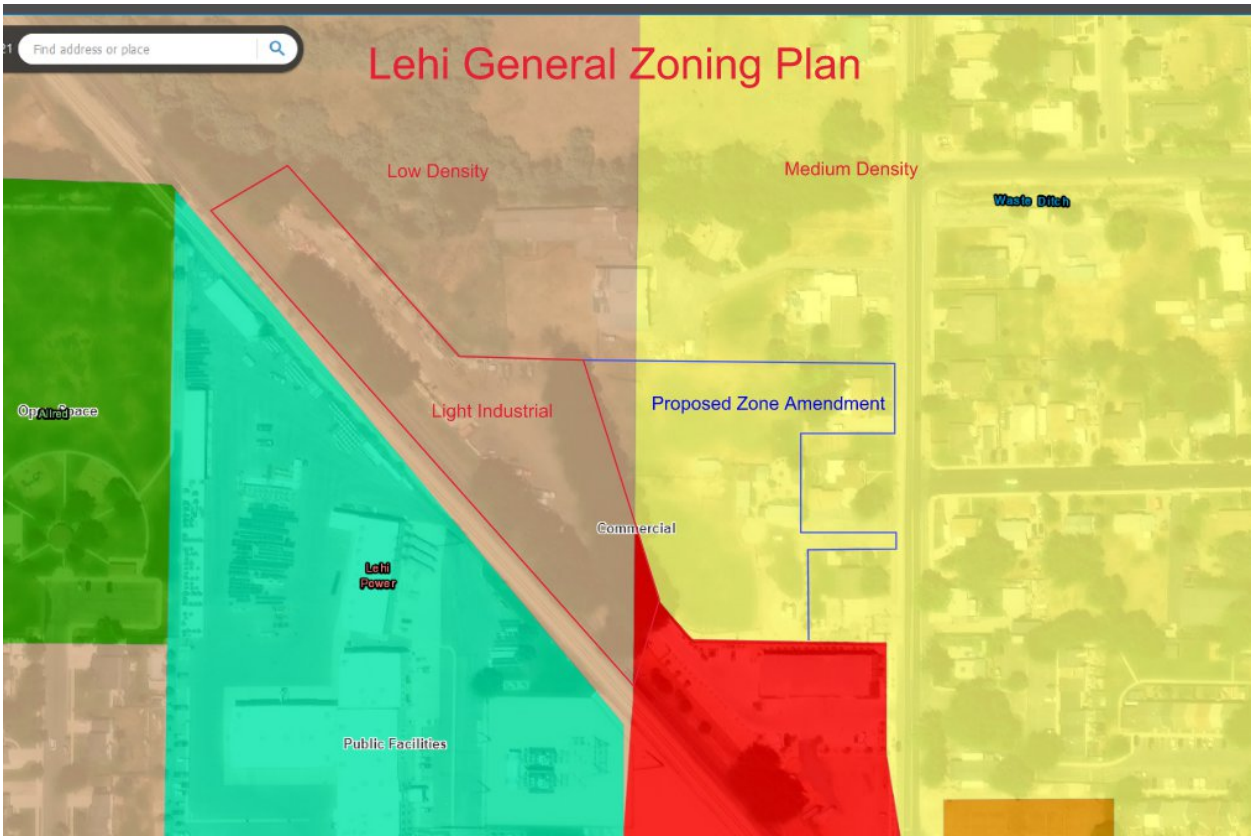
Mark Johnson, Mayor Teisha Wilson, City Recorder

Exhibit A

Legal Description

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

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



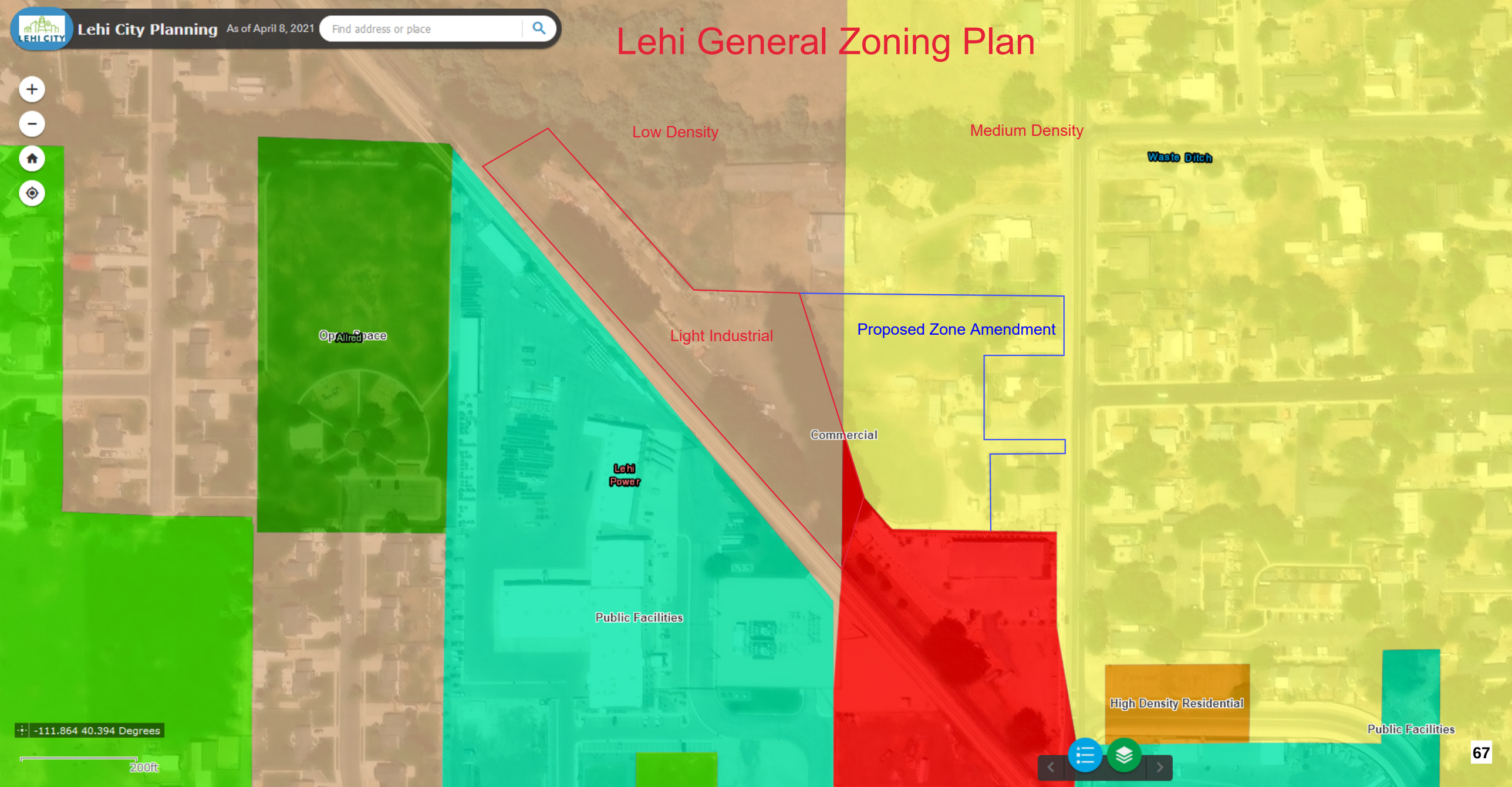
Application for zoning map amendment

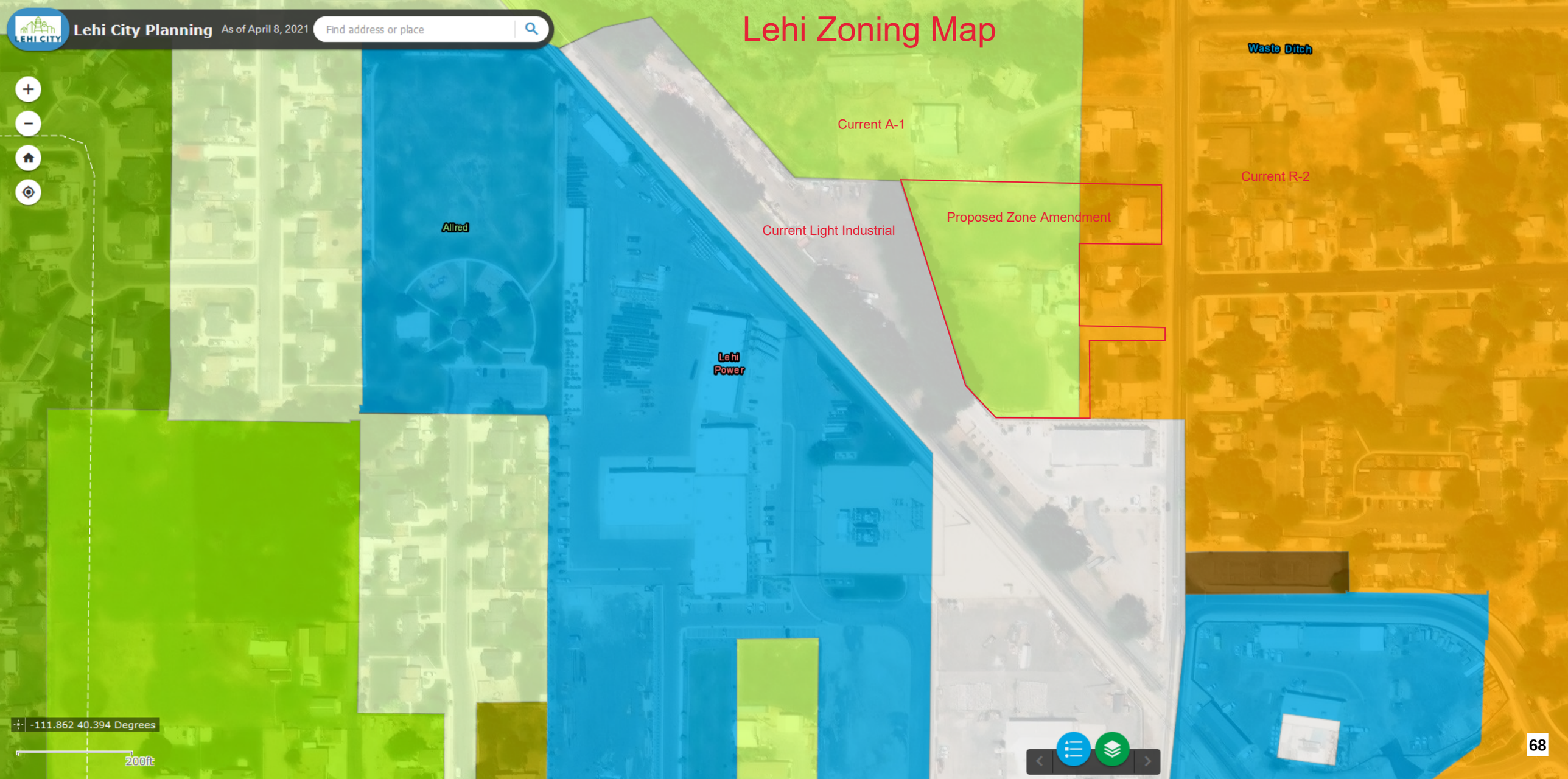
Background

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

Application Submittal Requirements

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


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


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

Fox Light Industrial General Plan Amendment

Aerial

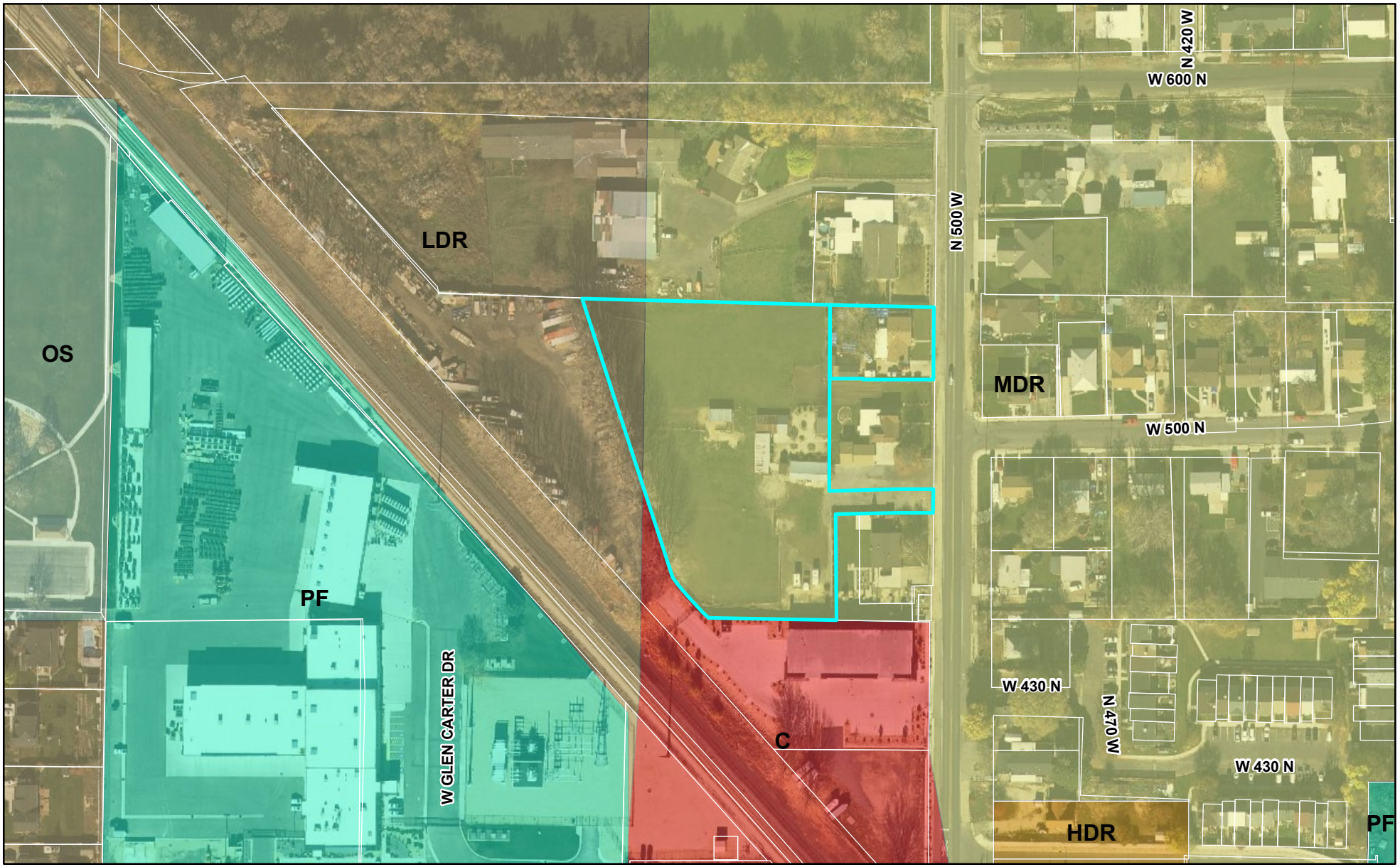


0 210 420 Feet

LEHI CITY

Fox Light Industrial General Plan Amendment

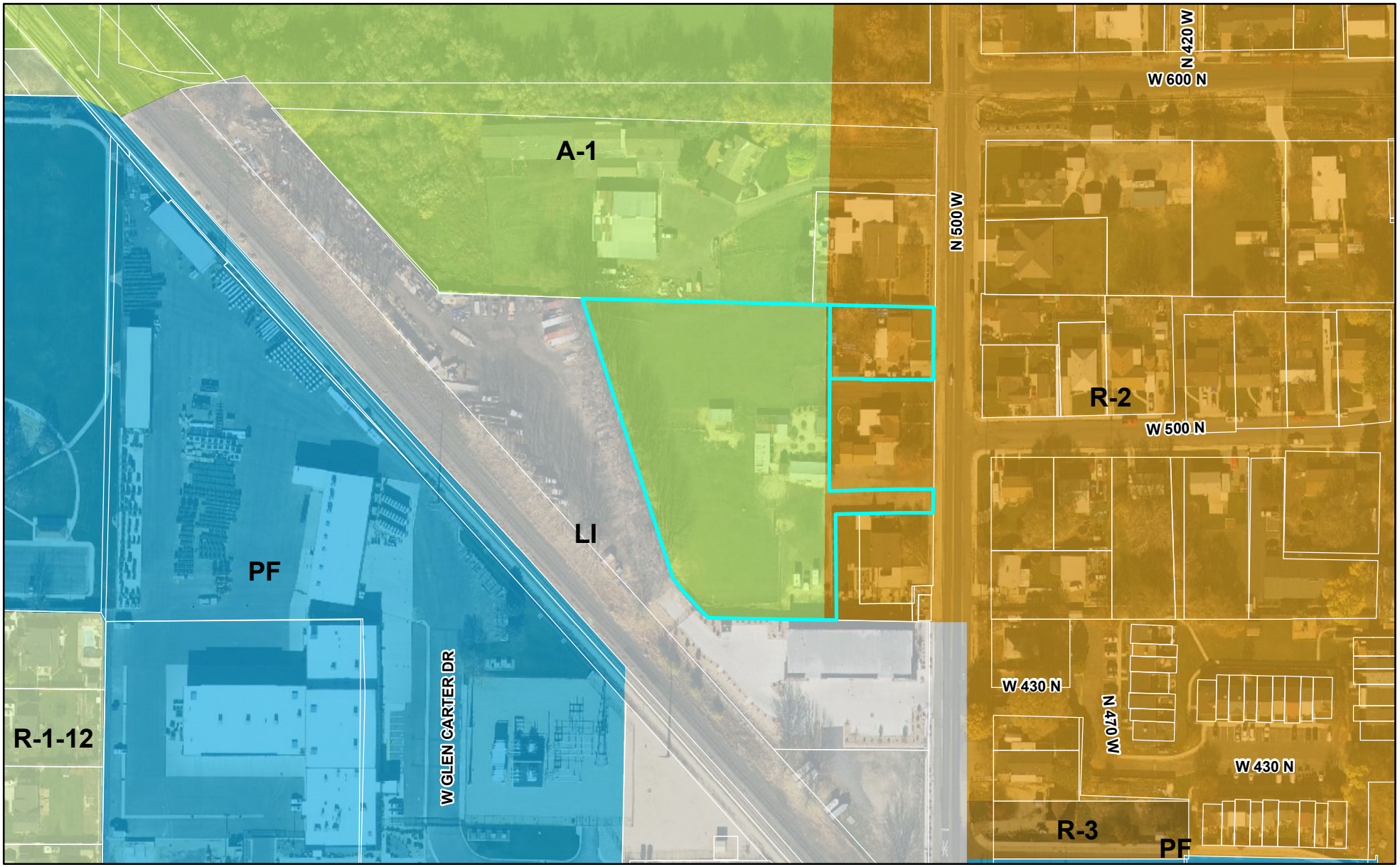
General Plan



LEHI CITY

Fox Light Industrial General Plan Amendment

Zoning



LEHI CITY

Agenda Item No: 9

City Council Agenda Item Report

Meeting Date: August 22, 2023
Submitted By: Jacob Curtis
Submitting Department: Planning Division
Item Type: Action Item
Agenda Section: Regular Agenda

Subject:
Consideration of approval for the Emmetts Commercial Subdivision Plat A, a 2-lot subdivision with no improvements located at 90 East Main Street.

Suggested Action:

Attachments:

CC Staff Report Emmetts Commercial Subdivision Plat A Final Subdivision with no improvements 08.22.23.docx

Emmetts Commercial Subdivision DRC 08.09.23.docx

Emmetts Commercial Subdivision Plat A Final Subdivision with no improvements DRC 08.09.23.pdf

Emmetts Aerial.pdf

Emmetts GP.pdf

Emmetts Zoning.pdf

EMMETTS COMMERCIAL SUBDIVSION PLAT A
FINAL SUBDIVISION WITH NO IMPROVEMENTS
CITY COUNCIL REPORT

Applicant	Scott Litke		
Meeting Date	August 22, 2023		
Requested Action/Purpose	Approval of a final subdivision with no improvements		
Location	90 East Main Street		
Existing Land Use	Restaurant & accessory building		
Existing Zoning	MU		
General Plan Land Use Designation	MU		
Number of Lots/Units	2 Lots		
Adjacent Zoning and Land Use	*North*	MU	Main Street/Single family home
	South	MU	Parking lot
	East	MU	Wing Mortuary
	West	MU	Hutch's Home Furnishings
Date of DRC Review	August 8, 2023		
Assigned Planner	Jacob Curtis		

REQUIRED ACTION

City Council	Final approval

APPLICABLE DEVELOPMENT CODE REGULATIONS

Section 11.130. Final Subdivision with No Improvements.
The Final Plat Subdivision with No Improvements Application allows for a legal subdivision of land but does not allow for the construction of any new utilities, roads, or other improvements. The following information is required for all final subdivision with no improvement plats. The Reviewing Departments or City Council may require additional information as needed to evaluate the merits of the proposed subdivision:

A. General Requirements. The final plat shall be prepared by a land surveyor licensed to practice in the State of Utah and the final copy for recording shall be printed on Mylar.

All other sections in this Code applicable to final plat subdivisions are also applicable to Final Plat Subdivisions with No Improvements.

PROPERTY HISTORY

June 15, 1872 This property is part of the original incorporated boundary of the City.

April 28, 2011 Planning Commission approved a site plan and conditional use for a woodworking shop on the property.

REPORT ANALYSIS

The applicant requests approval of the Emmetts Commercial Plat A Subdivision with no improvements located at 90 East Main Street in a Mixed Use Zone.

The applicant wants to legally subdivide an existing parcel into two parcels. No improvements will happen with this subdivision. The purpose of the subdivision is to divide off the land with the existing restaurant so the applicant can sell that piece to the current tenant. The Mixed Use zone provides flexibility on lot size and setbacks, and the required frontage is met for both lots.

The DRC reviewed the proposed subdivision and had four redline comments:

1. Need 20' easement centered on existing 8" sewer main that goes through the property in favor of Lehi city.
2. The building has the address 32 S 100 E on it. Label on the plat.
3. Remove most of the surrounding parcels from the plat, so that it's focused on just the two lots that are part of this subdivision. Blow up the two lots to fit the sheet rather than the whole block as shown.
4. Label existing zoning of the two parcels. The current zoning is Mixed Use.

Please consider all DRC comments in your motion.

POSSIBLE MOTIONS AND FINDINGS

The City Council may move to approve or approve with modifications the proposed final subdivision. Any motion should include findings. Possible findings include:

1. The proposed subdivision does/does not meet the requirements of the Development Code in regard to subdivision approvals.
2. The proposed subdivision is a legal subdivision of land and does not include any improvements.
3. Other findings based upon information presented at the public meeting.

Emmetts Commercial Subdivision
DRC Redline Comments

Scott Litke- requests review of the Emmetts Commercial Subdivision Plat A, a 2-lot subdivision with no improvements located at 90 east Main Street.

DRC Members Present: Glade Kirkham, Garion Rowett, Ryan Allred, Matt Meier, Kim Struthers, Gary Smith, Ross Dinsdale, James Farnsworth
Assigned Planner: Jacob Curtis
Representatives of the Applicant Present: Scott Litke
Date of Plans Reviewed: 8/1/23
Time Start: 1:30 pm
Time End: 1:42 pm

DRC REDLINE COMMENTS:
Glade – Power: No comments
Garion – Fire: No comments
Ryan – Water/Sewer:
1. Need 20' easement centered on existing 8" sewer main that goes through the property in favor of Lehi city.

James – Parks: No comments
Gary – Building/Inspections: No comments
Matt – Public Works: No comments
Ross – Engineering: No comments
Kim – Planning:
2. The building has the address 32 S 100 E on it. Label on the plat.
3. Remove most of the surrounding parcels from the plat, so that it's focused on just the two lots that are part of this subdivision. Blow up the two lots to fit the sheet rather than the whole block as shown.
4. Label existing zoning of the two parcels. The current zoning is Mixed Use.

PRIOR TO RECORDING OF PLAT:
1. Provide a Mylar of the final plat for recording with the owners notarized signature(s).
2. Include surveyor's and engineer's stamps and signatures on the plat.
3. Submit a title report to be reviewed by Lehi City Attorney.
4. Developer shall provide a letter with an exhibit of the property covered from their title company guaranteeing that the property taxes including rollback/greenbelt taxes have been paid of open space or right of way is being dedicated.
5. Provide a signed easement verification sheet (for proposed public utility easements on the plat).
6. 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.

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.

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 AUGUST 22, 2023.

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



SURVEYOR'S CERTIFICATE

I, AARON D. THOMAS, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR, AND THAT I HOLD CERTIFICATE NO. 6418780 AS PRESCRIBED UNDER THE LAWS OF THE STATE OF UTAH, I FURTHER CERTIFY BY AUTHORITY OF THE OWNERS, I HAVE MADE A SURVEY OF SAID TRACT OF LAND SHOWN ON THIS PLAT AND DESCRIBED BELOW, AND HAVE SUBDIVIDED SAID TRACT OF LAND INTO LOTS, STREETS, COMMON AREA, AND EASEMENTS AND THAT THE SAME HAS BEEN CORRECTLY SURVEYED AND STAKED ON THE GROUND AND THAT THIS IS TRUE AND CORRECT.

_____ _____
SURVEYOR (SEE SEAL BELOW) DATE

BOUNDARY DESCRIPTION

Beginning at the Northeast Corner of Lot 4, Block 30, Lehi City Survey Plat "A", said point being located South 0°21'58" East along section line 1397.52 feet and East 486.57 feet from the Northwest Corner of Section 16, Township 5 South, Range 1 East, Salt Lake Base and Meridian;

thence South 1°19'28" East along the westerly right-of-way of 100 East Street a distance of 183.80 feet; thence South 88°14'18" West 91.37 feet; thence North 1°19'28" West 183.80 feet; thence North 88°14'18" East along the southerly right-of-way of Main Street a distance of 91.37 feet to the point of beginning.

Area = 0.386 Acres

OWNER'S DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT I (WE), THE UNDERSIGNED OWNER(S), OF ALL THE PROPERTY DESCRIBED IN THE SURVEYOR'S CERTIFICATE HEREON AND SHOWN ON THIS MAP, HAVE CAUSED THE SAME TO BE SUBDIVIDED INTO LOTS, BLOCKS, STREETS, AND EASEMENTS AND DO HEREBY DEDICATE THE STREETS AND OTHER PUBLIC AREAS AS INDICATED HEREON FOR PERPETUAL USE OF THE PUBLIC.

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

_____ _____
_____ _____
_____ _____
PRINTED NAME OF OWNER(S) AUTHORIZED SIGNATURE(S)

ACKNOWLEDGMENT

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

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

_____
NUMBER

_____ _____ _____
NOTARY PUBLIC (SIGNATURE) PRINTED NAME MY COMMISSION EXPIRES
RESIDING IN UTAH COUNTY, STATE OF UTAH

PLANNING COMMISSION APPROVAL

APPROVED THIS _____ DAY OF _____, 20__, BY THE LEHI CITY PLANNING COMMISSION.

_____ _____
DIRECTOR – SECRETARY CHAIRPERSON, PLANNING COMMISSION.

ACCEPTANCE BY LEGISLATIVE BODY

THE CITY OF LEHI, COUNTY OF UTAH, APPROVES THIS SUBDIVISION SUBJECT TO THE CONDITIONS AND RESTRICTIONS STATED HEREON AND HEREBY ACCEPTS THE DEDICATION OF ALL STREETS, EASEMENTS, AND OTHER PARCELS OF LAND INTENDED FOR PUBLIC PURPOSES FOR THE PERPETUAL USE OF THE PUBLIC THIS _____ DAY OF _____, 20__

MAYOR: _____

APPROVED _____ ATTEST _____
CITY ENGINEER (SEE SEAL BELOW) CLERK/RECORDER (SEE SEAL BELOW)

PLAT "A"

EMMETTS

COMMERCIAL SUBDIVISION

LOCATED IN THE NORTHWEST QUARTER OF SECTION 16, TOWNSHIP 5 SOUTH, RANGE 1 EAST, S.L.B.&M., UTAH COUNTY, UTAH

LEHI CITY UTAH COUNTY, UTAH

SCALE: 1" = 20 FEET

Surveyor's Seal	City Engineer's Seal	Clerk–Recorder Seal

SURVEYOR:
AZTEC ENGINEERING
732 N. 780 W. AMERICAN FORK, UT. 84003
aztecengineering@gmail.com

Emmetts Commercial Subdivision Plat A

Aerial

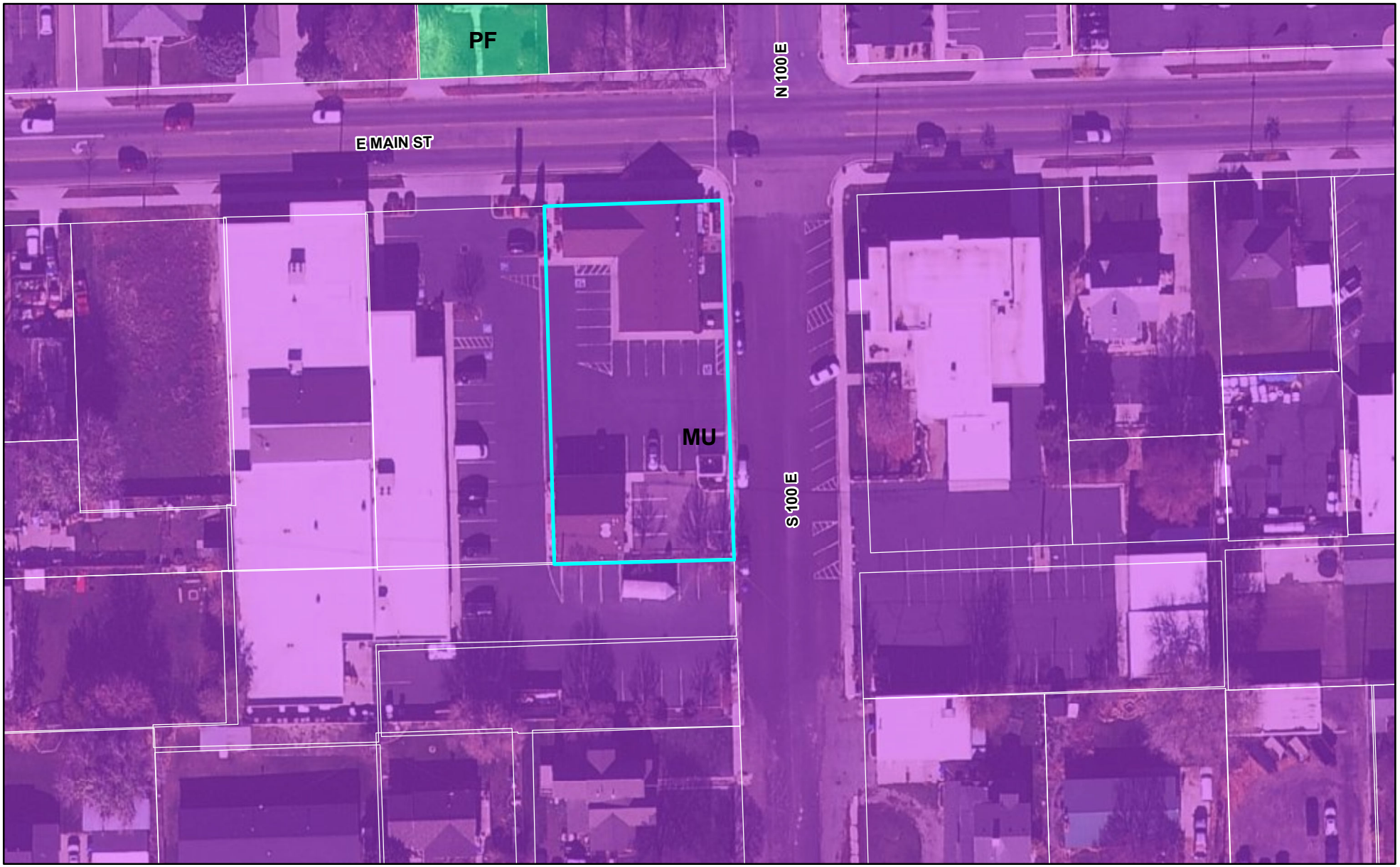


0 80 160 Feet

LEHI CITY

Emmetts Commercial Subdivision Plat A

General Plan

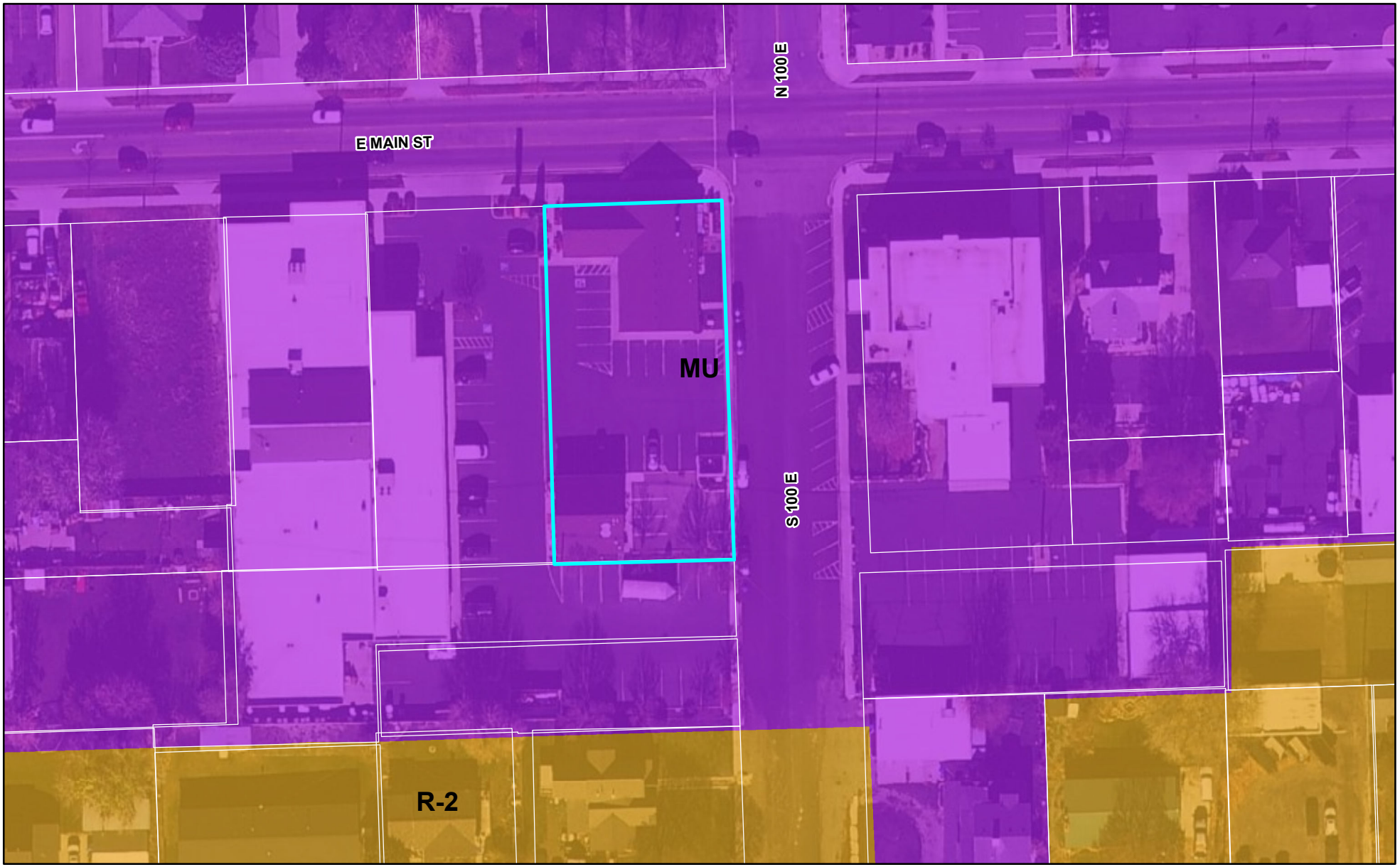


0 80 160 Feet

LEHI CITY

Emmetts Commercial Subdivision Plat A

Zoning



0 80 160 Feet

LEHI CITY

Agenda Item No: 10

City Council Agenda Item Report

Meeting Date: August 22, 2023
Submitted By: Jacob Curtis
Submitting Department: Planning Division
Item Type: Ordinance
Agenda Section: Regular Agenda

Subject:
Consideration of Ordinance #45-2023 the Clark Zone Change on 1.46 acres of property located at 1460 North 1700 West, changing the zoning from A-1 (agriculture) to RA-1 (residential/agriculture).

Suggested Action:

Attachments:

CC Staff Report Clark Zone Change 08.22.23.docx

Clark Zone Change DRC 06.14.23.docx

Ord 45-2023.docx

Clark Zone Change DRC 06.14.23 Narrative.pdf

Clark Aerial.pdf

Clark General Plan.pdf

Clark Zoning.pdf

CLARK ZONE CHANGE
CITY COUNCIL REPORT

Applicant	Gary Clark		
Meeting Date	August 22, 2023		
Requested Action/Purpose	Approval of a proposed zone change		
Location	1460 North 1700 West		
Project Area	1.46 acres		
Existing Zoning	A-1		
Proposed Zoning	RA-1		
Existing General Plan Land Use Designation	VLDRA		
Adjacent Zoning and Land Use	*North*	R-1-22	Single family residential
	South	R-1-22	Single family residential
	East	R-1-22	Single family residential
	West	RA-1	Single family residential
Date of DRC Review	June 14, 2023		
Date of Planning Commission Review	July 27, 2023		
Assigned Planner	Jacob Curtis		

REQUIRED ACTION

Planning Commission	Review and recommendation
City Council	Final approval

APPLICABLE GENERAL PLAN GOALS AND POLICIES

Very Low Density Residential District (VLDRA)

The purpose of the Very Low Density Residential/Agricultural (VLDRA) classification is to provide for single-family residential areas within a rural setting, with an overall neighborhood density not to exceed 1.75 units per acre. Much of the area designated as VLDRA is located where small-scale farming, hobby farming, or other agricultural uses are present. Where new development is allowed adjacent to existing agricultural areas, the new development must be sensitive to the existing uses. Larger lot sizes and lower density zones that allow for animal rights will be encouraged where adjacent to such agricultural areas. In particular, provision should be made for hobby farms, ranchettes, or equestrian-related developments where the development is to be located adjacent to similar existing uses.

The VLDRA designation is also intended to encourage creativity and flexibility of planning and design through the use of Planned Residential Design projects and Planned Unit Developments, where clustering and open space, with a variety of lot sizes and a range of housing choices can be accomplished while still maintaining a base density of 1.75 units per acre. Although new development in VLDRA areas is allowed, the existing agricultural uses will be encouraged to remain. Growth should be directed in an orderly manner, growing outward from existing developed areas where public facilities are available.

APPLICABLE DEVELOPMENT CODE REGULATIONS

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

1. The effect of the proposed amendment on the character of the surrounding area;
2. Consistency with the goals and policies of the General Plan;

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

Section 05.020. Zoning Districts Purpose.

The purpose of the Very Low Density Residential Agricultural Districts (A-5, A-1, and R-1-22) is to provide for single-family residential areas within a rural setting. RA-1 may also be permitted on properties that are no larger than two acres in size.

PROPERTY HISTORY

December 11, 1978 This property was annexed into Lehi City as part of the Lehi Meadows Addition.

REPORT ANALYSIS

The applicant is seeking approval of a proposed zone change from A-1 to RA-1 on 1.46 acres of property located at 1460 North 1700 West. The General Plan designation of VLDRA is consistent with the zone change request because the property is under two acres in size. The rezone application will allow the applicant to subdivide the property into two separate lots because the RA-1 has a smaller minimum lot size requirement than the R-1-22 zone.

The DRC had one informational redline comment about providing water dedication.

Please consider the DRC comment in the motion.

POSSIBLE MOTIONS AND FINDINGS

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

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

PLANNING COMMISSION RECOMMENDATION

The Planning Commission reviewed the proposed zone change on July 27, 2023. The minutes and motion from this meeting are as follows:

Clark Residential Zone Change
DRC Redline Comments

Gary Clark- requests review of the Clark Zone Change, changing the zoning from A-1 to RA-1 on 1.46 acres of property located at 1460 N 1200 W in a commercial zone.

DRC Members Present: Glade Kirkham, Garion Rowett, Ryan Allred, Matt Meier, Kim Struthers, Gary Smith, Ross Dinsdale, James Farnsworth
Assigned Planner: Jacob Curtis
Representatives of the Applicant Present: None
Date of Plans Reviewed: 6/6/23
Time Start: 1:33 pm
Time End: 1:34 pm

DRC REDLINE COMMENTS:
Glade – Power: No comments
Garion – Fire: No comments
Ryan – Water/Sewer: No comments
James – Parks: No comments
Gary – Building/Inspections: No comments
Matt– Public Works: No comments
Ross – Engineering: No comments
Kim – Planning:

1. As a condition of recording the zone change ordinance, water dedication will be required. The amount of water for the RA-1 Zone is 1.13 acre feet per acre of culinary water and 2.56 acre feet per acre of irrigation water.

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

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

ORDINANCE NO: 45-2023

AN ORDINANCE APPROVING A ZONE DISTRICT DESIGNATION AMENDMENT AND ZONING DISTRICT MAP AMENDMENT LOCATED AT 1460 NORTH 1700 WEST

WHEREAS, Gary Clark, owner of property located at 1460 North 1700 West and further described by the legal description attached as Exhibit "A", has applied for an amendment to the Zone District and Zoning District Map; and

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

WHEREAS, following a public hearing on July 27, 2023, the Lehi City Planning Commission reviewed the proposed Zoning District Designation and Zoning District Map amendment and forwarded it to the City Council to decide on the proposed amendment; and

WHEREAS, on August 22, 2023, City Council held a duly noticed meeting to receive public comment and ascertain the facts regarding this matter, which facts and comments are found in the hearing record and which include the staff report, minutes from the Planning Commission meeting of July 27, 2023; and

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

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

PART I:

The Zone District Designation and the Zoning District Map of the property described on Exhibit "A" are hereby amended to RA-1.

PART II:

A. If a provision of this Ordinance 45 -2023 conflicts with a provision of a previously adopted ordinance concerning the same title, chapter, and/or section number amended herein, the

provision in this Ordinance shall prevail.

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

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

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

Approved and Adopted by the City Council of Lehi City this 22nd day of August 2023.

ATTEST

_____ _____

Mark Johnson, Mayor Teisha Wilson, City Recorder

EXHIBIT “A”

CLARK ZONE CHANGE

Legal Description: COM W 2228.16 FT FR NE COR. SEC. 7, T5S, R1E, SLB&M.; S 2 DEG 0' 0" W 1320 FT; E 19.23 FT; N 1 DEG 38' 46" E 654.02 FT; N 1 DEG 30' 16" E 247.2 FT; S 88 DEG 4' 21" E 225.72 FT; N 19 DEG 19' 23" E 182.81 FT; N 88 DEG 34' 34" W 281.65 FT; N 1 DEG 52' 6" E 246.54 FT; W 10.99 FT TO BEG. AREA 1.459 AC.

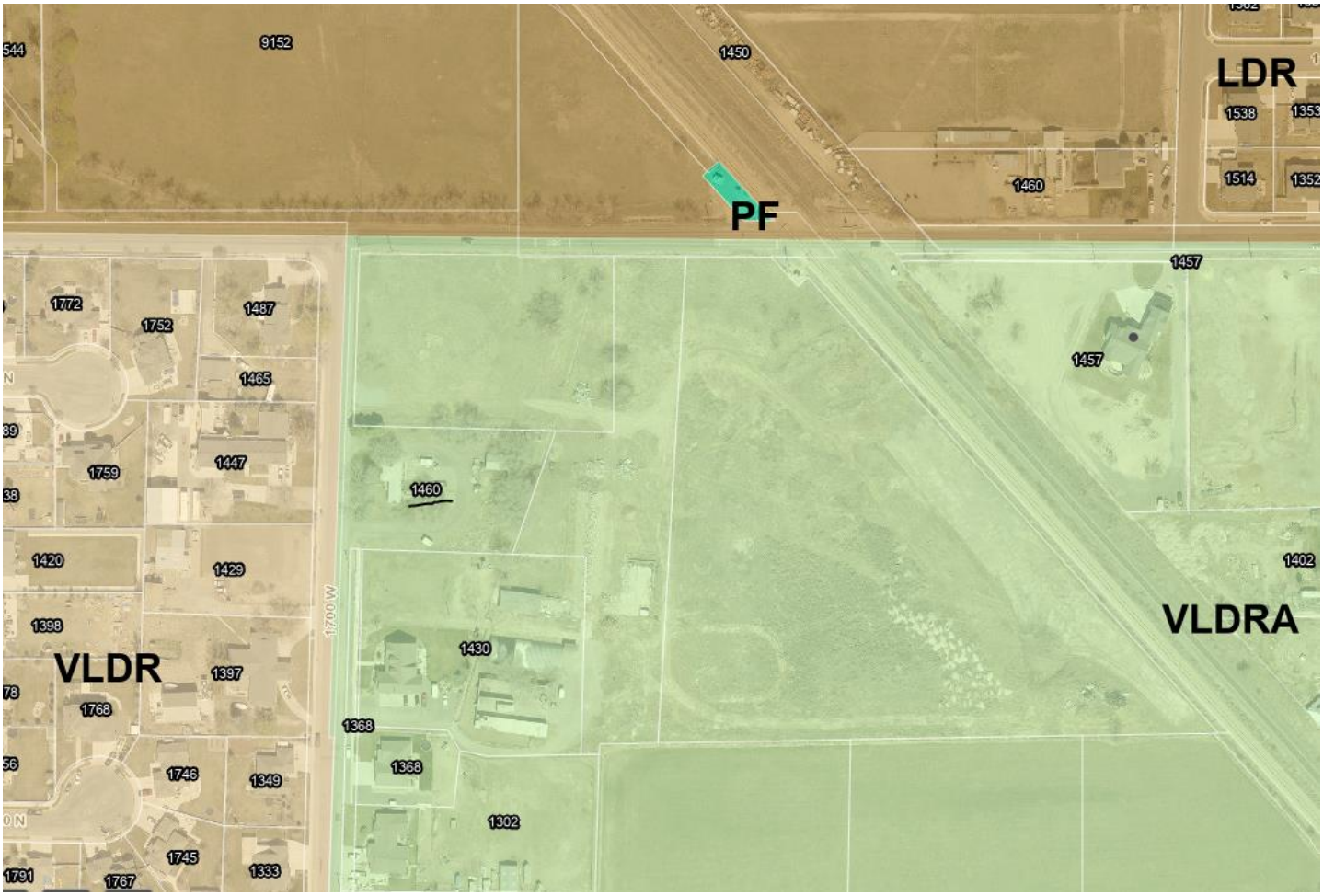
Zone change request from A-1 to RA-1 at 1457 W 1500 N (12:033:0061). RA-1 matches General Plan Designation of VLDRA because it is under 2 acres.

Legal Description: COM W 2228.16 FT FR NE COR. SEC. 7, T5S, R1E, SLB&M.; S 2 DEG 0' 0" W 1320 FT; E 19.23 FT; N 1 DEG 38' 46" E 654.02 FT; N 1 DEG 30' 16" E 247.2 FT; S 88 DEG 4' 21" E 225.72 FT; N 19 DEG 19' 23" E 182.81 FT; N 88 DEG 34' 34" W 281.65 FT; N 1 DEG 52' 6" E 246.54 FT; W 10.99 FT TO BEG. AREA 1.459 AC.

Current Zoning:

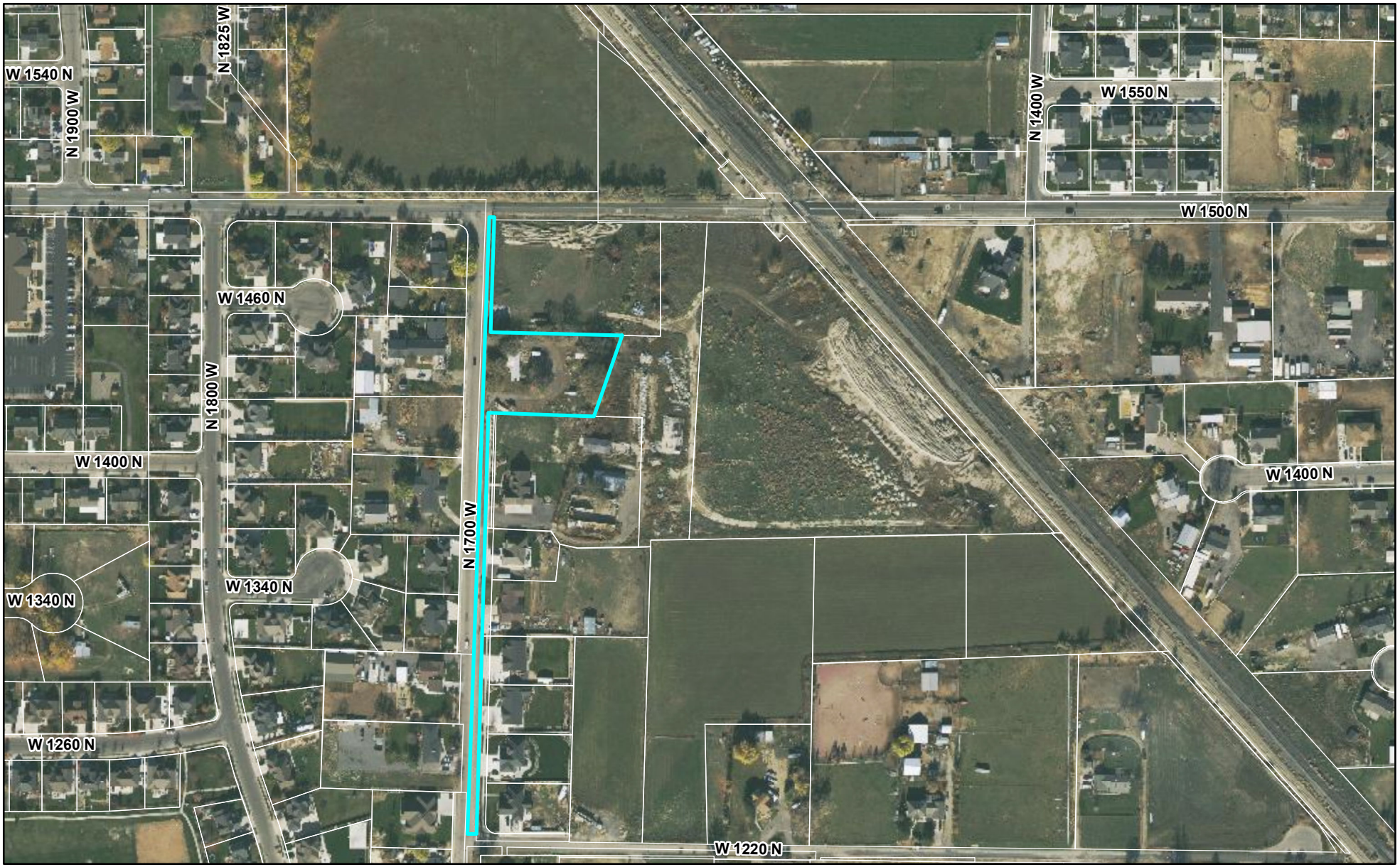


Current General Plan:



Clark Zone Change

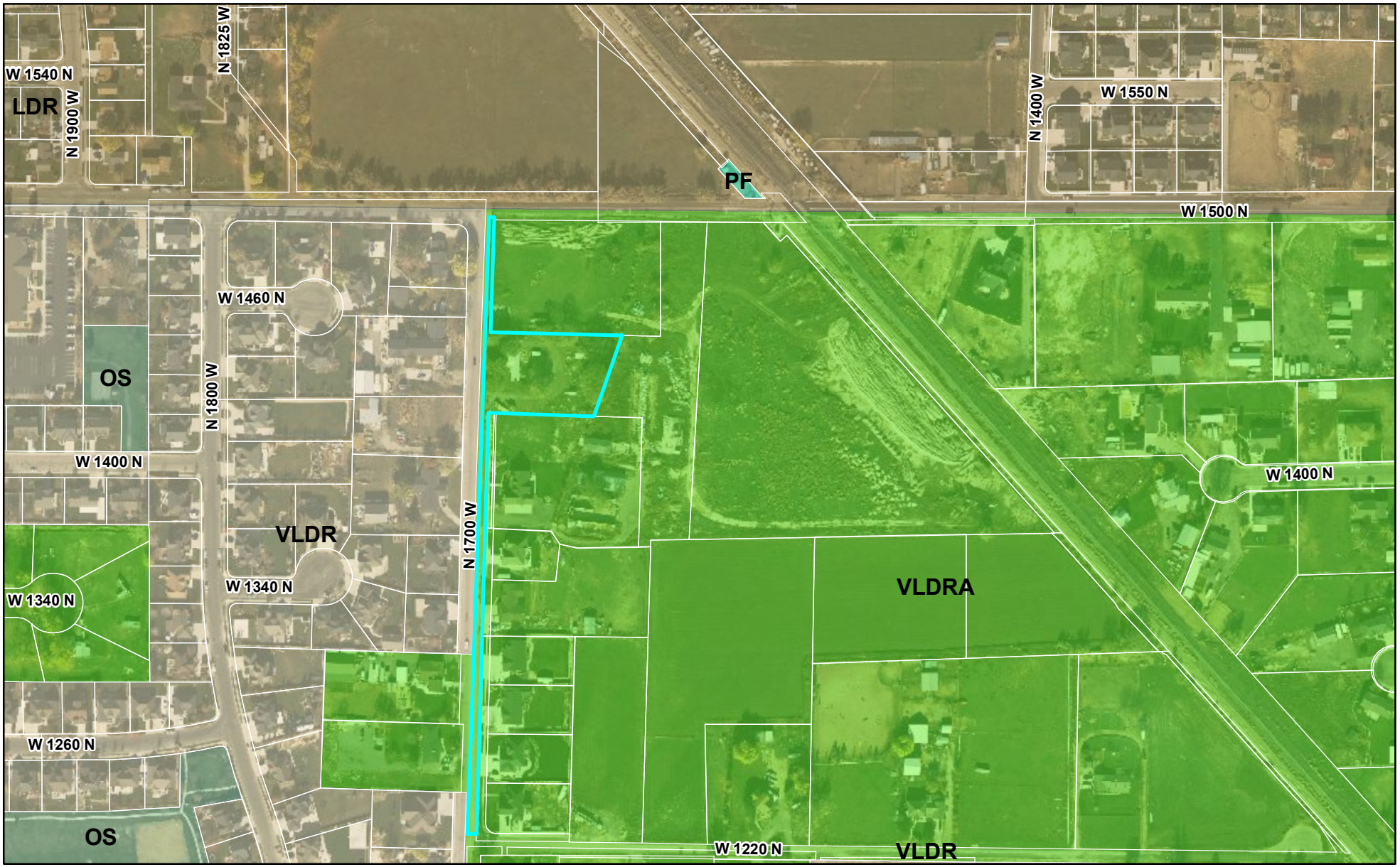
Aerial



LEHI CITY

Clark Zone Change

General Plan

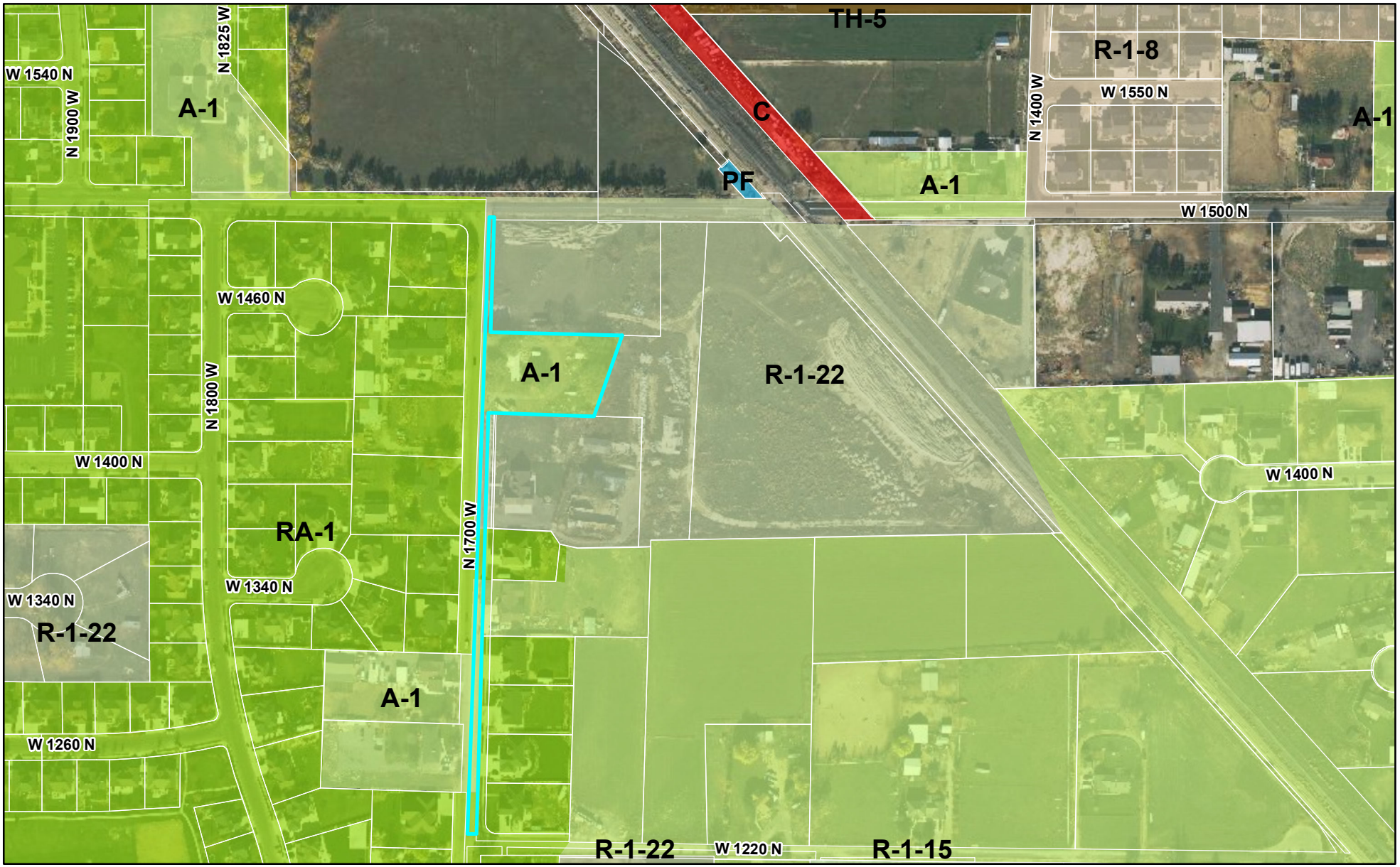


0 350 700 Feet

LEHI CITY

Clark Zone Change

Zoning



LEHI CITY

Agenda Item No: 11

City Council Agenda Item Report

Meeting Date: August 22, 2023
Submitted By: Jacob Curtis
Submitting Department: Planning Division
Item Type: Ordinance
Agenda Section: Regular Agenda

Subject:

Consideration of Ordinance #46-2023 a Development Code Amendment to Table 05-030-B, allowing limited drive through facilities in the Neighborhood Commercial Zoning District.

Suggested Action:

Attachments:

CC Staff Report Neighborhood Commercial Development Code Amendment 08.22.23.docx

Table 05.030.B Neighborhood Commercial Drive-Thru DRC 07.19.23.docx

Ord 46-2023.docx

Neighborhood Commercial Development Code Amendment DRC 07.19.23.pdf

Table 05-030-B text amendment 7-25.pdf

NEIGHBORHOOD COMMERCIAL (TABLE 05-030-B) DEVELOPMENT CODE AMENDMENT

CITY COUNCIL REPORT

Applicant	Jason Boal
Meeting Date	August 22, 2023
Requested Action/Purpose	Approval of a proposed amendment to the Lehi City Development Code
Date of DRC Review	July 19, 2023
Date of Planning Commission Review	August 10, 2023

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 review and recommendation of a proposed development code amendment to Table 05-030-B, Table of Uses- Nonresidential Zones. The proposed text amendment specifies that drive through facilities incidental to an allowed use are permitted in the Neighborhood Commercial zone under the following provisions:

1. The drive through is only permitted for Financial Services and Pharmacy Uses
2. The property is on a parcel adjacent to a UDOT Principal Arterial or along the 2100 North Corridor
3. The design is pedestrian oriented, and those elements are shown in the site plan
4. The design shields headlights from adjacent properties

The DRC had five comments on the proposed Code amendment, including the following:

1. Allowing any kind of drive thru in the NC zone will start to erode the intent of the Zone, which is to provide goods and services within close proximity to the adjacent residential areas that are walkable and not auto-oriented.
2. An alternative to changing the table of uses, would be to request a General Plan amendment to Commercial which allows for drive-thrus and may be suitable for this location considering the high volume of traffic on 2300 W and 2100 N.

The applicant worked with Staff after DRC to update the text amendment and resolve the comments to the best of their ability. This included some updates to the wording and the addition of the provisions. While Staff still has some concerns about allowing drive throughs in the Neighborhood Commercial zone at all, the applicant's proposed update has tailored the Code text to meet a very specific set of criteria which will limit the proliferation of more drive throughs if approved.

Please consider the DRC comments in the 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 is/is not in conformance with the purposes, intent, and provisions of the General Plan and its various elements.
2. Additional findings based upon information presented during the public hearing.

PLANNING COMMISSION RECOMMENDATION

The Planning Commission reviewed the proposed amendment on August 10, 2023. The minutes and motion from this meeting are as follows:

Development Code Amendment to Table 05.030.B
DRC Redline Comments

Jason Boal- requests review of a Development Code Amendment to Table 05-030-B allowing limited drive through facilities in the Neighborhood Commercial Zoning District.

DRC Members Present: Glade Kirkham, Garion Rowett, Ryan Allred, Matt Meier, Kim Struthers, Gary Smith, Ross Dinsdale, James Farnsworth, Luke Seegmiller
Assigned Planner: Jacob Curtis
Representatives of the Applicant Present: Jason Boal, Glen Goins, Eric Towner, Karla Mata
Date of Plans Reviewed: 7/11/23
Time Start: 3:20 pm
Time End: 3:30 pm

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

1. Maybe it should stay a conditional use.
2. Capitalize the P in pharmacy
3. Allowing any kind of drive thru in the NC zone will start to erode the intent of the Zone, which is to provide goods and services within close proximity to the adjacent residential areas that are walkable and not auto-oriented.
4. An alternative to changing the table of uses, would be to request a General Plan amendment to Commercial which allows for drive-thrus and may be suitable for this location considering the high volume of traffic on 2300 W and 2100 N.
5. Recommend if Code amendment is approved the applicant utilize pedestrian oriented designs in the future site plan

THIS ITEM WILL BE SCHEDULED FOR PLANNING COMMISSION ON AUGUST 10, 2023.

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

ORDINANCE NO: 46-2023

AN ORDINANCE AMENDING THE LEHI CITY DEVELOPMENT CODE, CHAPTER 5 TABLE 05-030-B

WHEREAS, it has become necessary to amend the nonresidential table of uses (05-030-B) in Chapter 5 of the Lehi City Development Code, updating the neighborhood commercial zone to allow drive through facilities for financial services and pharmacy uses; and

WHEREAS, this amendment seeks to specifically tailor the proposed change to only a few properties and still maintain a pedestrian oriented design; and

WHEREAS, following a public hearing on August 10, 2023, the Lehi City Planning Commission reviewed the proposed revisions and forwarded a positive recommendation to the City Council; and

WHEREAS, on August 22, 2023, 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 August 10, 2023, and the positive recommendation of the Planning Commission; and,

WHEREAS, after considering the facts and comments presented to the Municipal Council, the Council finds: the nonresidential table of uses (05-040-B) in Chapter 5 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:

The nonresidential table of uses (05-040-B) in Chapter 5 of the Lehi City Development Code is hereby amended.

PART II:

A. If a provision of this Ordinance 46 -2023 conflicts with a provision of a previously adopted ordinance concerning the same title, chapter, and/or section number amended herein, the provision in this Ordinance shall prevail.

B. This ordinance and its various 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 22nd day of August 2023.

ATTEST

_____	_____
Mark Johnson, Mayor	Teisha Wilson, City Recorder

Snell & Wilmer
15 WEST SOUTH TEMPLE
SUITE 1200
GATEWAY TOWER WEST
SALT LAKE CITY, UT 84101
801.257.1900 P
801.257.1800 F

Jason Boal, AICP
(801) 257-1917
jboal@swlaw.com

July 3, 2023

Kim Struthers, AICP
Lehi City
153 N 100 E
Lehi, UT 84043

Re: Lehi City Zoning Code Amendment

Dear Mr. Struthers

On behalf of our client, X Lehi LLC, the property owner of Parcel No. 12:027:0111, we are making an application for a Development Code Amendment of the Lehi City Zoning Code. This request is made pursuant to Lehi City's Development Code Chapter 10 and Chapter 4.

We are seeking to add a provision to the Lehi City Code that would allow limited drive through facilities in the Neighborhood Commercial zoning district. This amendment is being requested in order to facilitate a drive through facility for future development.

As required in Lehi City Code §4.010.C and the Application for Development Code Ament form, we have included a redlined version of Table 05-030.B. Our proposal is to simply add a provision to the existing code that would allow an incidental drive through facility, that is related to Financial Services or pharmacy primary use, to be permitted in the Neighborhood Commercial zoning district. All other standards related to a drive through facility would remain applicable.

The Lehi City General Plan[1], which was adopted in 2022 defines Neighborhood Commercial as:

> *The Neighborhood Commercial (NC) classification is to allow for smaller-scale retail and service-oriented businesses and can provide basic goods and services to residential areas. Developments within this zone should be designed for a sensitive transition between commercial and residential uses.*

[1] https://www.lehi-ut.gov/wp-content/uploads/2022/02/General-Plan-Final-Document-2022.pdf

The purpose of the code amendment is to ensure the small scall banks and pharmacies, which provide basic services for Lehi residents can be located in the Neighborhood Commercial zoning district in order to make the access to the services more convenient. This approach aligns with Strategy #1 for Commercial Development in the General Plan. It states:

> ***Strategy 1*** *Designate local neighborhood commercial nodes that provide day to day small-scale businesses and services.*
>
> *Neighborhood commercial nodes allow residents to meet daily needs within close proximity to their homes, reducing the distance required to travel by car, or eliminating it altogether. These services could include small grocery stores, cafes, professional services, and small medical offices. New developments should be encouraged to provide access to neighborhoods by alternative modes of transportation such as biking or walking.*

Additionally, ensuring commercial uses are viable and suceesful in the neighborhood commercial areas is supported by the General Plan as well. The Neighborhood Scall Commercial Opportunities Objective is:

> *To create shopping and other neighborhood-scale commercial opportunities closer to where people live, to reduce the distance needed to drive to reach these amenities, or eliminate the need to drive altogether. Neighborhood commercial opportunities could include small markets, cafes, professional services, and small medical offices*

Finally, the proposed amendment aligns and supports the existing code as well. The purpose statement of the Neighborhood Commercial District can be found in Lehi City Code §5.020.O:

> *The Neighborhood Commercial (NC) District is created to provide an area where goods and services are available in close proximity or adjacent to residential areas. The purpose of this zone is to allow for the development of smaller-scale retail and service-oriented businesses that are compatible with the adjacent neighborhoods. Developments within this zone should be designed for a sensitive transition between the Neighborhood Commercial uses and surrounding residential uses. In order to prevent disturbance to neighboring residential areas, businesses operating hours shall be between the hours of 6 AM and 11 PM Sunday through Thursday and 6 AM to 12 AM Friday and Saturday. Structures in this zone are limited in size to a 5,000 square foot footprint unless otherwise approved by the Planning Commission based on a determination that the building meets the intent of this zone.*

The proposed text amendment aligns with the purpose of the Neighborhood Commercial zone, in that it will ensure small scale commercial uses, such as a bank and/or pharmacy, which provide necessary services to city residents, can exist in the Neighborhood Commercial zoning

district. The limited scope of the proposal will ensure that the proposed drive through is compatible with residential uses in the vicinity.

We ask for the opportunity to present our proposed Code amendment to the Planning Commission for their recommendation and ultimately the City Council. We are pleased to have for the opportunity to work with the City through this Code amendment request.

If you have any questions or concerns, please feel free to reach out to us.

Sincerely,

Snell & Wilmer

Jason Boal, AICP

CC Lehi X LLC

Enclosures:
Redlined proposal of Table 05-030.B

Table 05-030-B

Use	DISTRICT										
	NC	C	C-H	CR	C-1	BP	LI	MU	T/M	PF	HI
Drive through facilities incidental to an allowed use	P[3]	C	P	P		P	P				

Notes:
P = Uses allowed as a Permitted Use.
P[1]= Single family homes that existed at the time this code was adopted (9/11/12) shall continue; however new single-family dwellings shall only be permitted in
areas with remaining density per Map 05.010 Maximum TOD and Mixed Use Density Map.
P[2]= Allowed provided there is remaining density as allocated per Map 05.010 Maximum TOD and Mixed Use Density Map.
P[3]= Only permitted for Financial Services and Pharmacy uses that: 1) are on a parcel adjacent to a UDOT Principal Arterial or along the 2100 North Corridor, 2) incorporate pedestrian-oriented design elements into the site plan (such as pedestrian walkway or trail), and 3) are designed to shield headlights from adjacent properties.
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 and Resort Community Zones must be authorized through an Area Plan pursuant to Chapter 15or through a Land Use Plan
pursuant to Chapters 38 and 39. All uses in the Transit Oriented Development Zone must be authorized by a Land Use Plan pursuant to Chapter 38 and 39.

Agenda Item No: 12

City Council Agenda Item Report

Meeting Date: August 22, 2023
Submitted By: Katie Bussell
Submitting Department: Planning Division
Item Type: Action Item
Agenda Section: Regular Agenda

Subject:
Consideration of approval for the College Farms Plat D Plat Amendment, consolidating lots 70 and 71 into one lot, with no improvements located at approximately 1285 North 2650 West.

Suggested Action:

Attachments:

CC Staff Report College Farms Plat D Subdivision Plat Amendment.docx

Colledge Farms Plat D Amendment DRC 08.09.23.docx

Colledge Farms Plat D Plat Amendment - 08.09.23.pdf

Colledge Farms Plat D Plat Amendment Narrative.pdf

Aerial map.pdf

General Plan.pdf

Zoning map.pdf

COLLEGE FARMS PLAT D PLAT AMENDMENT
CITY COUNCIL REPORT

Applicant	Symphony Homes		
Meeting Date	August 22, 2023		
Requested Action/Purpose	Approval of a proposed plat amendment		
Location	Approximately 1285 North 2650 West		
Existing General Plan Designation	VLDRA		
Existing Zoning	R-1-22		
Existing Land Use	Single-family lot		
Number of Lots/Units	2		
Adjacent Zoning and Land Use	*North*	R-1-22	Single-family lot
	South	R-1-22	Single-family lot
	East	R-1-22	Single-family lot
	West	R-1-22	Single-family lot
Date of DRC Review	August 8, 2023		
Assigned Planner	Katie Bussell		

REQUIRED ACTION

City Council	Final approval

APPLICABLE DEVELOPMENT CODE REGULATIONS

Section 11.340. Vacating, Altering, or Amending a Recorded Subdivision Plat. (Amended 07/10/12)
The City Council may consider, after Reviewing Departments review, any proposed vacation, alteration, or amendment of a subdivision plat, any portion of a subdivision plat, or any road or lot, contained in a subdivision plat.

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

1. Any owner within the plat notifies the City of the owner's objection in writing within ten (10) days of mailed notification; or

2. A public hearing is required because all of the owners in the subdivision have not signed the revised plat.

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

1. Join two or more of the applicant fee owner's contiguous lots;

2. Subdivide one or more of the applying fee owner's lots, if the subdivision will not result in a violation of a land use ordinance or a development condition;

3. Adjust the lot lines of adjoining lots or parcels if the fee owners of each of the adjoining lots or parcels join in the application, regardless of whether the lots or parcels are located in the same subdivision;

4. On a lot owned by the applying fee owner, adjust an internal lot restriction imposed by the City; or

5. Alter the plat in a manner that does not change existing boundaries or other attributes of lots within the subdivision that are not:
   a. owned by the applicant; or
   b. designated as a common area

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

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

1. The name and address of each owner of record of the land contained in the entire plat or on that portion of the plat described in the application; and

2. The signature of each owner described in Subsection (E)(1) who consents to the application.

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

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

1. There is good cause for the vacation or amendment; and

2. No public street, right-of-way, or easement has been vacated or amended.

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

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

PROPERTY HISTORY

January 18, 2022	This property was recorded as part of the College Farms Plat D subdivision.

REPORT ANALYSIS

The applicant is requesting approval of a plat amendment to the College Farms Plat D subdivision. This plat amendment is being proposed to consolidate two lots into one – Lot 70 and Lot 71. The proposed change would create one lot of 0.7 acres in size. This parcel is designated as R-1-22, meaning the lot size must be a minimum of 22,000 square feet, or 0.5 acres. The proposed consolidation exceeds the minimum lot size requirement of the zone.

The DRC had three redline comments, including:
1. Power is to be preserved in place.
2. Provide utilities sheet for lot 70, 71 sewer lateral, PI, and culinary water services that will be abandoned at main line connection for one of the lots. Lehi City can provide you with location of services.
3. Include addresses on plat.

Please consider all DRC comments in your motion.

POSSIBLE MOTIONS AND FINDINGS

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

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

College Farms Plat D Amendment
DRC Redline Comments

Symphony Homes- requests review of a Plat Amendment for College Farms Plat D, combining two lots into one located at approximately 1285 North 2650 West.

DRC Members Present: Glade Kirkham, Garion Rowett, Ryan Allred, Matt Meier, Kim Struthers, Gary Smith, Ross Dinsdale, James Farnsworth, Luke Seegmiller
Assigned Planner: Katie Bussell
Representatives of the Applicant Present: Kirk Olsen
Date of Plans Reviewed: 8/1/23
Time Start: 1:45 PM
Time End: 1:50 PM

DRC REDLINE COMMENTS:
Glade – Power:
1. Power to be preserved in place.

Garion – Fire: No comment.
Ryan – Water/Sewer:
2. Provide utilities sheet for lot 70,71 Sewer lateral And PI, Culinary water services will be abandon at main line connection for one of the lots. Lehi city can provide you with location of services.

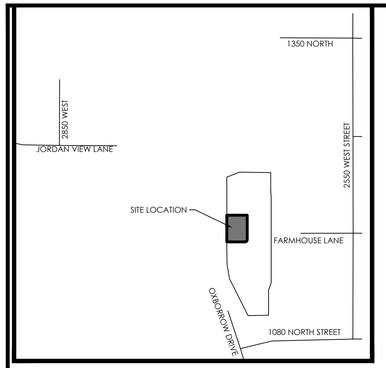
James – Parks: No comments.
Gary – Building/Inspections: No comments.
Matt – Public Works: No comment.
Ross – Engineering: No comment.
Luke- Traffic: No comment.
Kim – Planning:
3. Include address on plat.

THIS ITEM WILL BE SCHEDULED FOR CITY COUNCIL ON AUGUST 22ND.

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

COLLEDGE FARMS PLAT D FIRST AMENDMENT

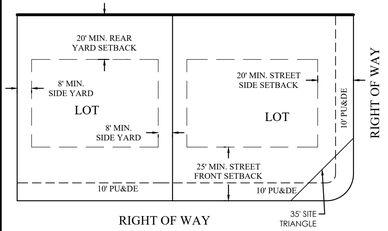
VACATING AND AMENDING ALL OF LOT 70 & 71 OF COLLEDGE FARMS PLAT D
LOCATED IN THE NE 1/4 OF SECTION 12, T5S, R1W,
SALT LAKE BASE & MERIDIAN
LEHI CITY, UTAH COUNTY, UTAH



VICINITY MAP
N.T.S

LEGEND

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



TYPICAL BUILDING SETBACKS
N.T.S.

NOTES

1. #5 X 24" REBAR & CAP (FOCUS ENG) TO BE SET AT ALL LOT CORNERS. NAILS OR PLUGS TO BE SET IN TOP BACK OF CURB AT EXTENSION OF SIDE LOT LINES, IN LIEU OF REBAR AND CAPS AT FRONT LOT CORNERS.

SITE TABULATIONS

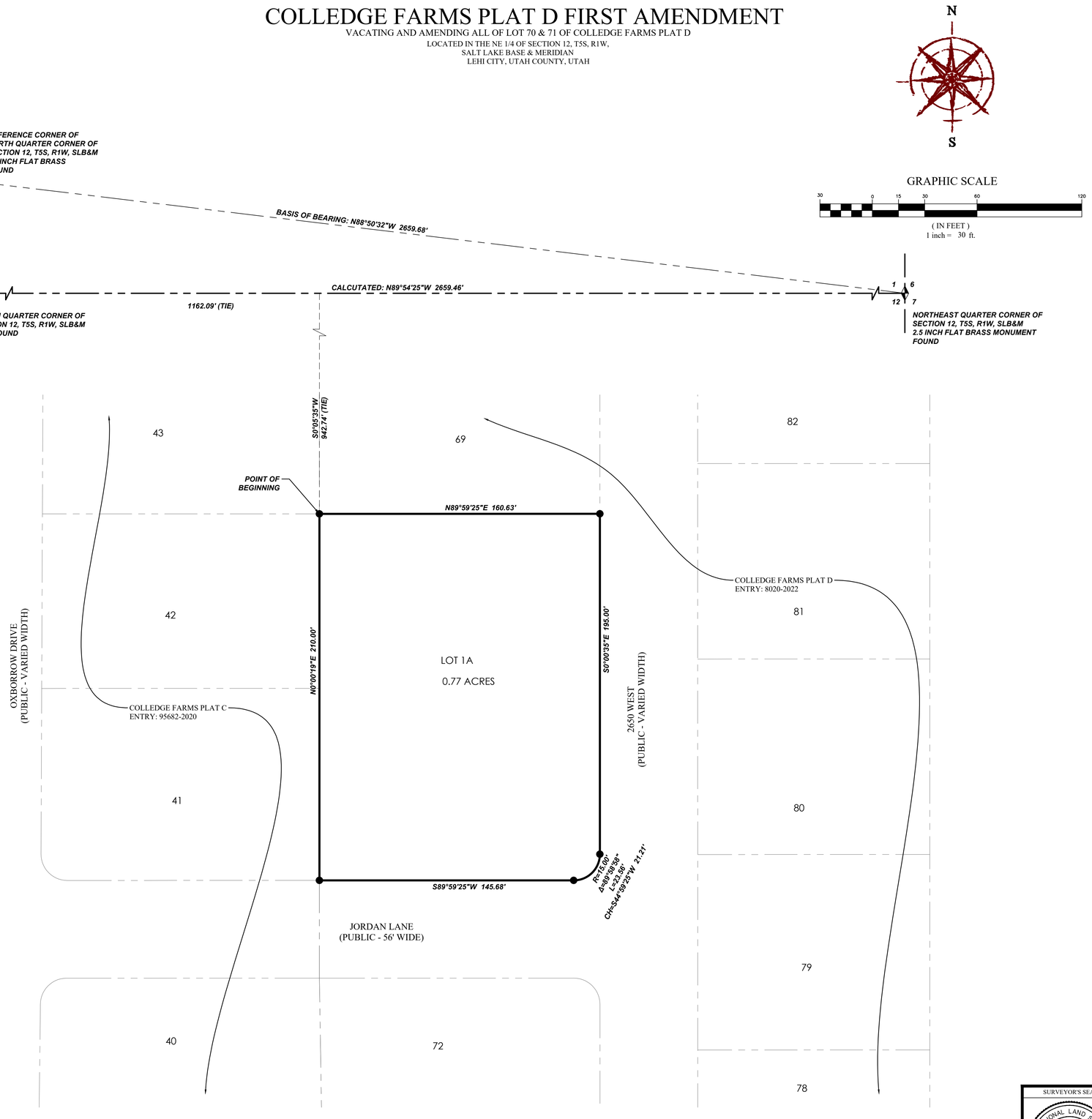
TOTAL ACREAGE	0.77 ACRES
TOTAL SINGLE FAMILY LOTS	1 LOT
TOTAL ACREAGE IN LOTS	0.77 ACRES
TOTAL OPEN SPACE (PARCEL ?)	0.00 ACRES
TOTAL ACREAGE IN ROW	0.00 ACRES
LANE MILES OF ROAD	0.00 MILES
TOTAL UNITS PER ACRE	0.77 UNITS/ACRE

1 OF 1	07/07/2023

PREPARED FOR

OWNER/DEVELOPER
SYMPHONY HOMES
111 S. FRONTAGE ROAD
CENTERVILLE, UTAH 84014
(801) 298-8555
CONTACT: RUSSELL WILSON

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



N

S

GRAPHIC SCALE

30 0 15 30 60 120

(IN FEET)
1 inch = 30 ft.

SURVEYOR'S CERTIFICATE

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

07/14/23
Justin Lundberg — Date
Professional Land Surveyor
License No. 12554439

RECORD DESCRIPTION

All of Lot 70 and 71 of Colledge Farms Plat D recorded January 19, 2022 as Entry No. 8020:2022 in the Utah County Recorder's Office.

AS SURVEY DESCRIPTION

A part of the Northeast Quarter of Section 12, Township 5 South, Range 1 West, Salt Lake Base and Meridian, located in Lehi City, Utah Lake County, Utah, being more particularly described as follows:

Beginning at a point on the westerly boundary line of COLLEDGE FARMS PLAT D according to the official plat thereof recorded January 19, 2022 as Entry No. 8020:2022 in the Utah County recorder's Office; said point being S89°54'25"E 1162.09 feet along the section line and S00°05'35"W 942.74 feet from the North Quarter Corner of Section 12, Township 5 South, Range 1 West, Salt Lake Base and Meridian; running thence along the southerly lot line of Lot 69 of said plat N89°59'25"E 160.63 feet to the easterly right-of-way line of 2650 WEST ; thence along said right-of-way the following two (2) courses: (1) S00°00'35"E 195.00 feet; thence (2) Southwesterly along the arc of a non-tangent curve to the right having a radius of 15.00 feet (radius bears: S89°59'56"W) a distance of 23.56 feet through a central angle of 89°58'58" Chord: S44°59'25"W 21.21 feet to the northerly right-of-way line of JORDAN LANE; thence along said right-of-way S89°59'25"W 145.68 feet to the westerly boundary line of said COLLEDGE FARMS PLAT D; thence along said plat N00°00'19"E 210.00 feet to the point of beginning.

Containing 0.77 acres +/-

OWNER'S DEDICATION

KNOW ALL MEN BY THESE PRESENT THAT WE, ALL OF THE UNDERSIGNED OWNERS OF ALL OF THE PROPERTY DESCRIBED IN THE SURVEYOR'S CERTIFICATE HEREON AND SHOWN ON THIS MAP, HAVE CAUSED THE SAME TO BE SUBDIVIDED INTO LOTS, BLOCKS, STREETS AND EASEMENTS AND DO HEREBY DEDICATE ANY PUBLIC STREETS AND OTHER PUBLIC AREAS AS INDICATED HEREON FOR PERPETUAL USE OF THE PUBLIC.

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

BY:_____
(PRINTED NAME)

ITS:_____

LIMITED LIABILITY ACKNOWLEDGMENT

STATE OF UTAH
S.S.
COUNTY OF _____

ON THE ____ DAY OF _____ A.D. 20___ PERSONALLY APPEARED BEFORE ME , THE UNDERSIGNED NOTARY PUBLIC, IN AND FOR THE COUNTY OF _____, IN SAID STATE OF UTAH, _____, WHO AFTER BEING DULY SWORN, ACKNOWLEDGED TO ME THAT HE/SHE IS THE _____ OF _____ L.L.C., A UTAH L.L.C. AND THAT HE/SHE SIGNED THE OWNER'S DEDICATION FREELY AND VOLUNTARILY FOR AND IN BEHALF OF SAID LIMITED LIABILITY COMPANY FOR THE PURPOSES THEREIN MENTIONED.

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

MY COMMISSION No._____ _____
PRINTED FULL NAME OF NOTARY

ACCEPTANCE BY LEGISLATIVE BODY

THE CITY OF LEHI, COUNTY OF UTAH, APPROVES THIS SUBDIVISION SUBJECT TO THE CONDITIONS AND RESTRICTIONS STATED HEREON AND HEREBY ACCEPTS THE DEDICATION OF ALL STREETS, EASEMENTS AND OTHER PARCELS OF LAND INTENDED FOR PUBLIC PURPOSES FOR THE PERPETUAL USE OF THE PUBLIC THIS _____ DAY OF _____, A.D. 20__

_____ _____
APPROVED BY MAYOR

APPROVED_____ ATTEST: _____
CITY ENGINEER (SEE SEAL BELOW) CLERK/RECORDER (SEE SEAL BELOW)

PLANNING COMMISSION APPROVAL

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

_____ _____
DIRECTOR - SECRETARY CHAIRMAN, PLANNING COMMISSION

COLLEDGE FARMS PLAT D FIRST AMENDMENT

LOCATED IN THE NE1/4 OF SECTION 12, T5S, R1W,
SALT LAKE BASE & MERIDIAN
LEHI CITY, UTAH COUNTY, UTAH

SURVEYOR'S SEAL	CITY ENGINEER'S SEAL	CITY RECORDER'S SEAL	COUNTY RECORDER'S SEAL
PROFESSIONAL LAND SURVEYOR 07/14/23 No. 12554439 JUSTIN LUNDBERG STATE OF UTAH			

Z:_2023\23-0198 Colledge Farms Plat D Amendment\design 23-0198\dwg\sheets\23-0198 First Amendment.dwg

Symphony Development

Kirk Olsen
Development
C 801.870.0773
O 801.298.8555
111 SOUTH FRONTAGE ROAD
CENTERVILLE, UT 84014
kolsen@symphonydev.com

August 1st, 2023

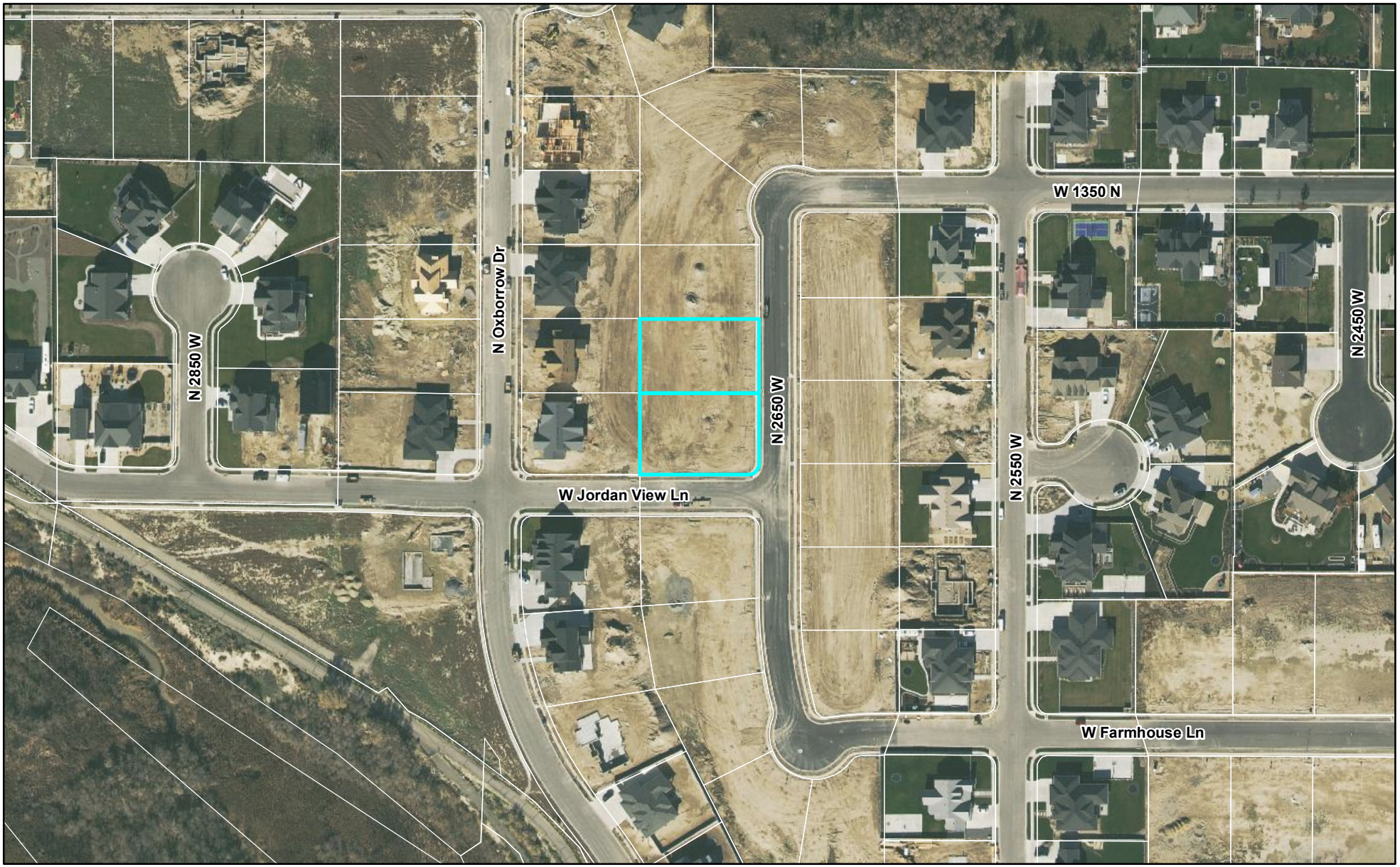
Lehi City Planning
Attn: Katie Bussell
153 North 100 E
Lehi, Utah 84043

Dear Katie,
Thank you for taking the time to review the application for the proposed plat amendment in Colledge Farms (Riverwalk). The purpose of the plat amendment is to combine two lots (70 and 71) to create one larger lot. This amendment will allow us to accommodate an enlarged home plan for one of our customers. We hope this will be a simple adjustment to the plat. We look forward to working with the city during this process. Let me know if you have any questions.

Sincerely,
Kirk Olsen
Symphony Development

College Farms Plat D Amendment

Aerial Map



0 220 440 Feet

LEHI CITY

College Farms Plat D Amendment

General Plan

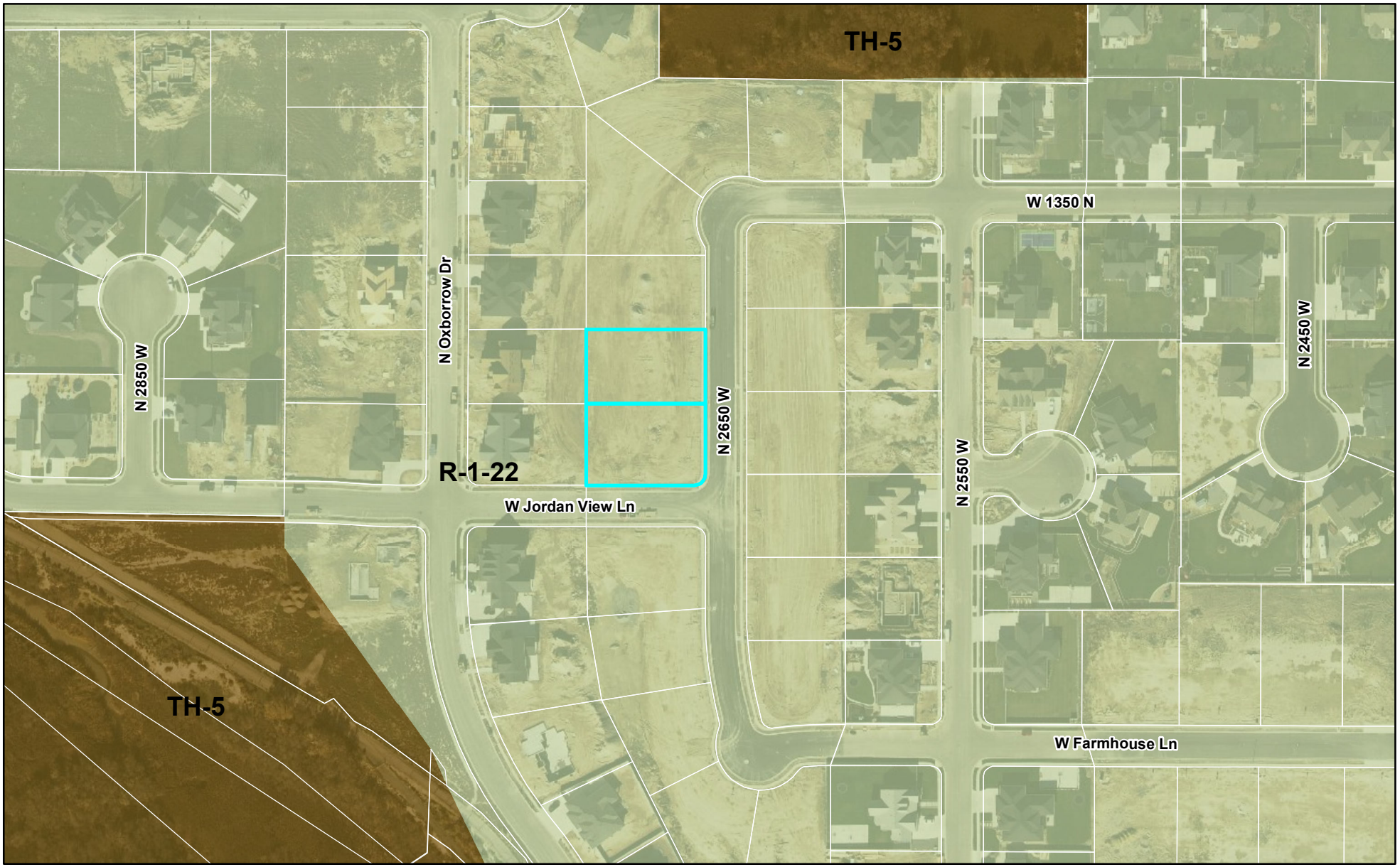


0 220 440 Feet

LEHI CITY

College Farms Plat D Amendment

Zoning Map



0 220 440 Feet

LEHI CITY

Agenda Item No: 13

City Council Agenda Item Report

Meeting Date: August 22, 2023
Submitted By: Jacob Curtis
Submitting Department: Planning Division
Item Type: Resolution
Agenda Section: Regular Agenda

Subject:
Consideration of Resolution #2023 approving a Development Agreement for a single lot development located at 560 West 900 North in an A-1 (agricultural) zone.

Suggested Action:

Attachments:

Res 2023-53.docx

Josh Pulham Development Agreement - 07.25.23.docx

RESOLUTION NO. 2023-__

A RESOLUTION OF THE LEHI CITY COUNCIL APPROVING A DEVELOPMENT AGREEMENT BETWEEN JOSH PULHAM AND LEHI CITY

WHEREAS, Josh Pulham ("Developer") has a legal interest in certain real property and desires to develop a single family home on the property;

WHEREAS, on August 22, 2023, the City Council held a duly noticed public meeting to ascertain the facts regarding this matter, which facts and comments are found in the meeting record; and,

WHEREAS, after considering the facts and comments presented to the City Council, the Council finds: (i) that it should approve the Development Agreement with Josh Pulham; 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 22nd day of August, 2023.

LEHI CITY

_____

Mark Johnson, Mayor

ATTEST

_____

Teisha Wilson, City Recorder

EXHIBIT A

JOSH PULHAM 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 Josh Pulham whose principal place of business is located at XXXXX ("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. Developer has a legal interest in certain real property, as described in Exhibit A attached hereto (Property).

C. On XXXXX, the City Council held a discussion regarding development of the Property and their willingness to pursue a development agreement that would allow the proposed residential development in the A-1 Agricultural Zone.

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 City agrees to the following:

1.1.1 Allow the proposed home to face south, with the driveway and utility access to 560 West.

1.1.2 Allow a change of address affidavit to be filed with the County so that the Property is addressed from 560 West street.

ARTICLE 2

2.1 Developer agrees to the following:

2.1.1 Dedicate to the City the necessary right-of-way on 900 North by deed. This will be for a 38' half-width right-of-way, using the bearing in the Hadfield Subdivision plat C. A 10' public utility easement will also be granted by recorded document.

2.1.2 Install a sidewalk along 900 North. This will be a 5' wide concrete sidewalk along the new right of way line. A design will be completed to demonstrate elevations

compatible with the existing 900 North edge of asphalt and the future curb & gutter elevation (not installed).

2.1.3 Pipe the existing irrigation ditch along 900 North. A design will be completed to show proper slope of pipe and any required boxes or inlet grates. Approval of the design will be obtained from the Lehi Irrigation Company.

2.1.4 Relocate the existing power pole along 900 North, if it's current location is not within the future 7' wide parkstrip.

2.1.5 The north end of 560 West will be finished off with curb & gutter, 4' sidewalk, and a 5' parkstrip. An easement will be granted by recorded document that encompasses these improvements plus 10' behind the sidewalk for a public utility easement.

2.1.6 Install a water service, irrigation service, and sewer lateral from the existing City utilities in 560 West to serve the future home.

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.

4.13Notices.

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:
Josh Pulham
XXXXX
Lehi, UT 84043

4.14Entire 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.

4.15Non-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. This Agreement will be a covenant that runs with the land and will be recorded against property.

[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

JOSH PULHAM

_____

By: Josh Pulham
Its: _____

STATE OF UTAH)
ss:
COUNTY OF _____)

On this_____ day of _____, 2023 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 that said document was signed by him.

Witness my hand and official seal.

_____
Notary Public

(notary seal)

PULHAM RESIDENCE
EXHIBIT 1 - DEDICATIONS

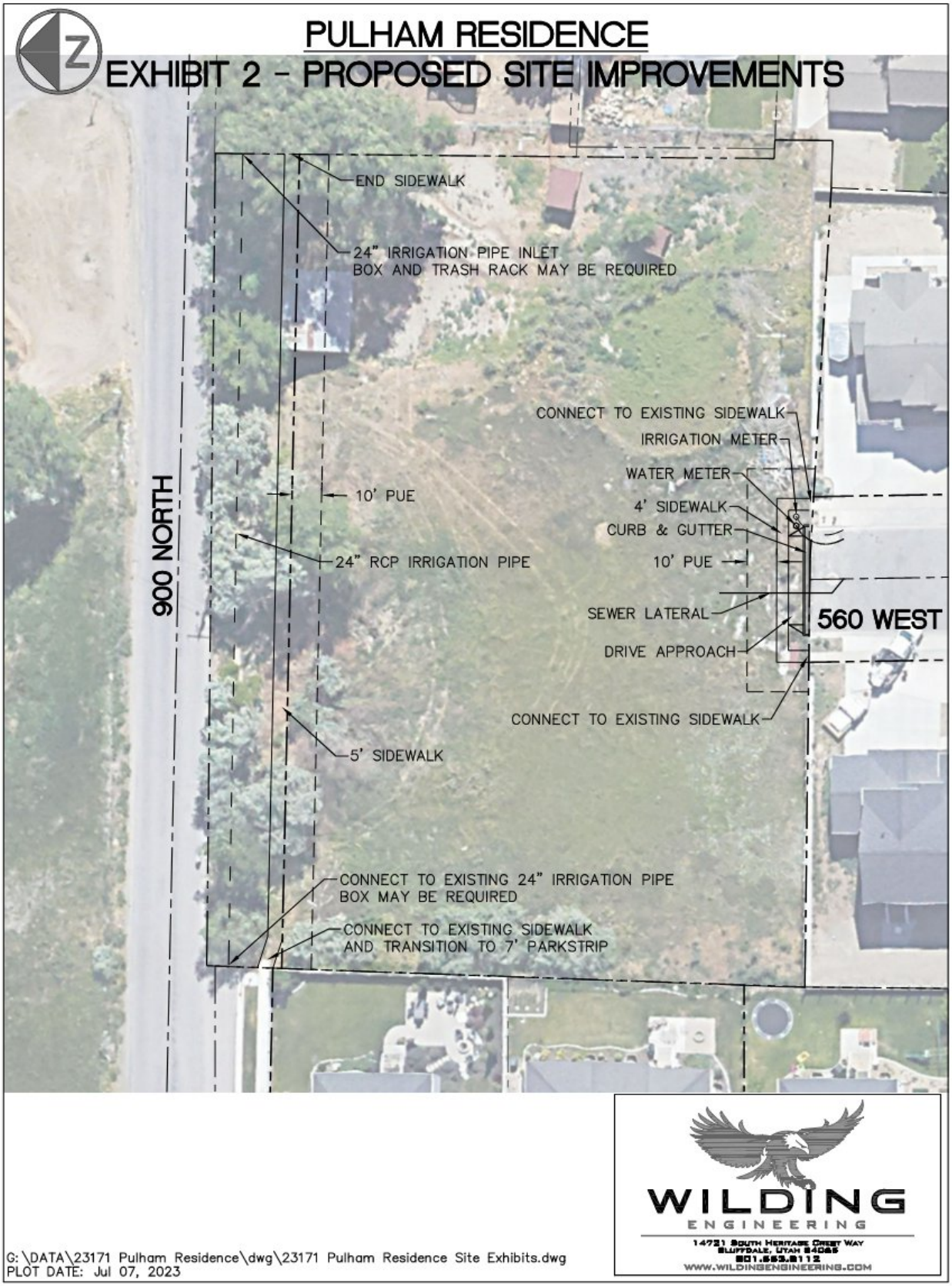


WILDING
ENGINEERING
14721 South Heritage Crest Way
Bluffdale, Utah 84065
801.553.8112
www.wildingengineering.com

G:\DATA\23171 Pulham Residence\dwg\23171 Pulham Residence Site Exhibits.dwg
PLOT DATE: Jul 07, 2023

PULHAM RESIDENCE

EXHIBIT 2 - PROPOSED SITE IMPROVEMENTS



G:\DATA\23171 Pulham Residence\dwg\23171 Pulham Residence Site Exhibits.dwg
PLOT DATE: Jul 07, 2023

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

Exhibit 3

PROPERTY LEGAL DESCRIPTION

COM S 130.98 FT & E 154.96 FT FROM CENTER OF SEC 8, T 5 S, R 1 E, SLM; S 89 24' E 275.5 FT; S 0 32' W 194.14 FT; S 78 26' W 57.16 FT; N 86 44' W 215.0 FT; N 0 52' W 196.3 FT TO BEG. 1.24 ACRES

JOSH PULHAM DEVELOPMENT AGREEMENT

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B. Developer has a legal interest in certain real property, as described in Exhibit A attached hereto (Property).

C. On XXXXX, the City Council held a discussion regarding development of the Property and their willingness to pursue a development agreement that would allow the proposed residential development in the A-1 Agricultural Zone.

AGREEMENT

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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.

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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:
Josh Pulham
XXXXX
Lehi, UT 84043

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. This Agreement will be a covenant that runs with the land and will be recorded against property.

[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

JOSH PULHAM

_____
By: Josh Pulham
Its: _____

STATE OF UTAH)
ss:
COUNTY OF _____)

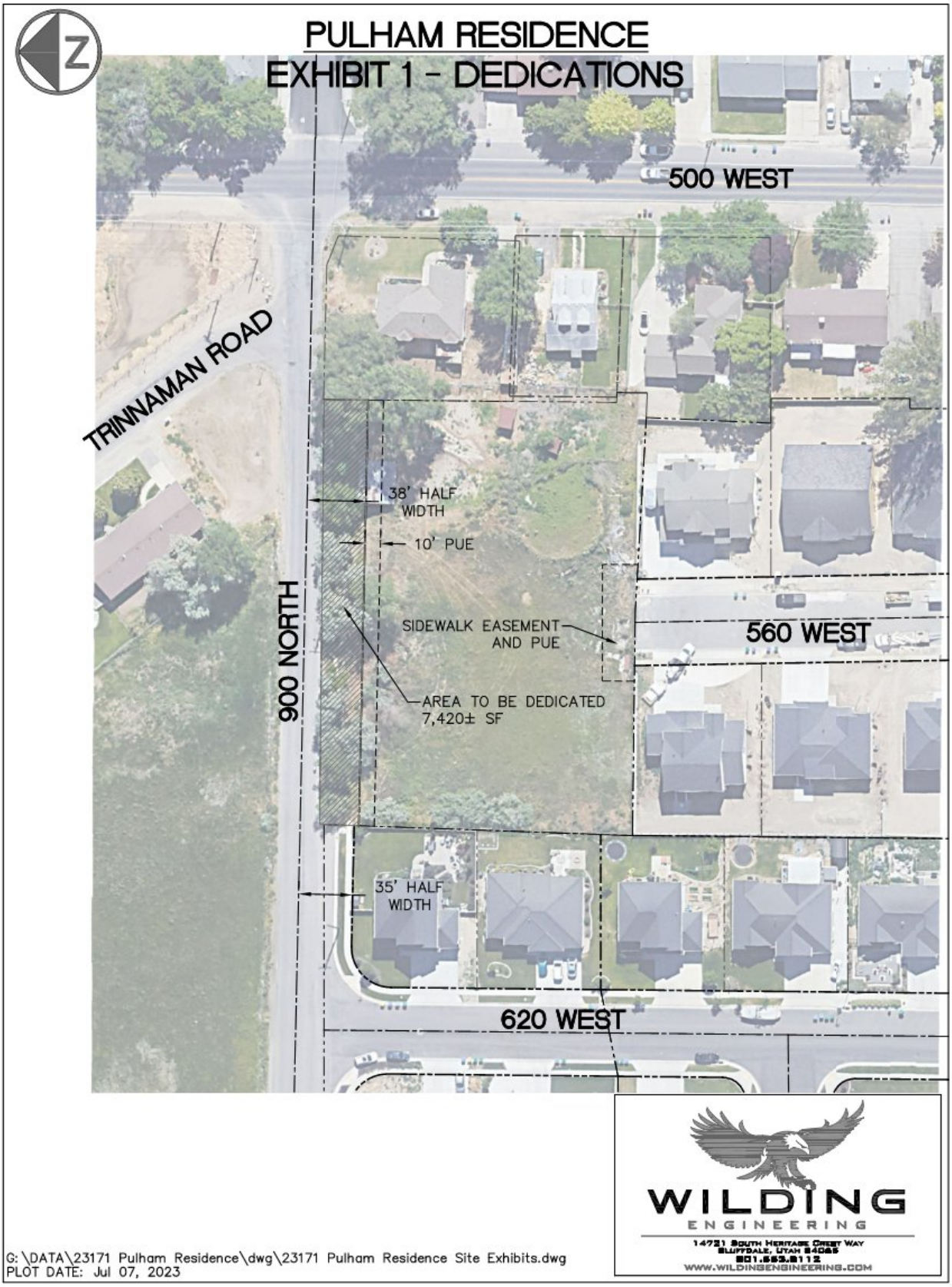
On this_____ day of _____, 2023 before me, _____ a notary public, personally appeared before me _____, whose identity is personally known to me (or proven on the basis of satisfactory evidence) and that said document was signed by him.

Witness my hand and official seal.

_____

Notary Public

(notary seal)


PULHAM RESIDENCE
EXHIBIT 1 - DEDICATIONS
500 WEST
TRINNAMAN ROAD
38' HALF WIDTH
10' PUE
900 NORTH
SIDEWALK EASEMENT AND PUE
560 WEST
AREA TO BE DEDICATED
7,420± SF
35' HALF WIDTH
620 WEST
WILDING
ENGINEERING
14721 South Heritage Crest Way
Bluffdale, Utah 84065
801.553.8112
www.wildingengineering.com
G:\DATA\23171 Pulham Residence\dwg\23171 Pulham Residence Site Exhibits.dwg
PLOT DATE: Jul 07, 2023

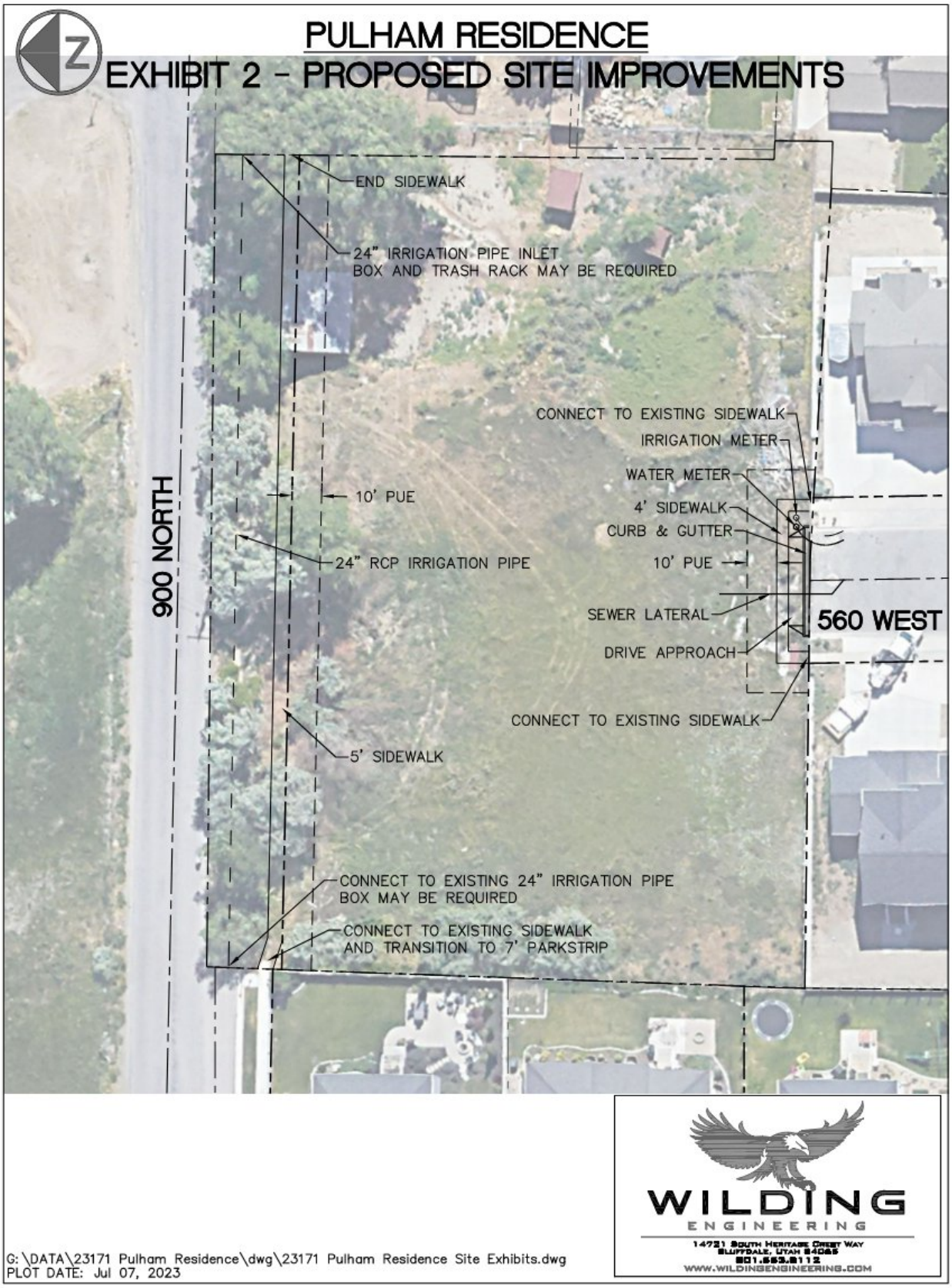

PULHAM RESIDENCE
EXHIBIT 2 - PROPOSED SITE IMPROVEMENTS
END SIDEWALK
24" IRRIGATION PIPE INLET
BOX AND TRASH RACK MAY BE REQUIRED
CONNECT TO EXISTING SIDEWALK
IRRIGATION METER
WATER METER
10' PUE
4' SIDEWALK
CURB & GUTTER
24" RCP IRRIGATION PIPE
10' PUE
SEWER LATERAL
560 WEST
DRIVE APPROACH
CONNECT TO EXISTING SIDEWALK
900 NORTH
5' SIDEWALK
CONNECT TO EXISTING 24" IRRIGATION PIPE
BOX MAY BE REQUIRED
CONNECT TO EXISTING SIDEWALK
AND TRANSITION TO 7' PARKSTRIP
WILDING
ENGINEERING
14721 South Heritage Crest Way
Bluffdale, Utah 84065
801.563.8112
www.wildingengineering.com
G:\DATA\23171 Pulham Residence\dwg\23171 Pulham Residence Site Exhibits.dwg
PLOT DATE: Jul 07, 2023

Exhibit 3

PROPERTY LEGAL DESCRIPTION

COM S 130.98 FT & E 154.96 FT FROM CENTER OF SEC 8, T 5 S, R 1 E, SLM; S 89 24' E 275.5 FT; S 0 32' W 194.14 FT; S 78 26' W 57.16 FT; N 86 44' W 215.0 FT; N 0 52' W 196.3 FT TO BEG. 1.24 ACRES

Agenda Item No: 14

City Council Agenda Item Report

Meeting Date: August 22, 2023
Submitted By: Jacob Curtis
Submitting Department: Planning Division
Item Type: Ordinance
Agenda Section: Regular Agenda

Subject:
Consideration of Ordinance #47-2023 an amendment to the Lehi City Development Code Chapter 4, Amendments, changing when General Plan amendments are allowed to be processed.

Suggested Action:

Attachments:

CC Staff Report Chapter 4 Development Code Amendment 08.22.23.docx

Chapter 4 Development Code Amendment DRC 07.12.23.docx

Ord 47-2023.docx

Chapter 4 Development Code Amendment 07.12.23.pdf

CHAPTER 4 DEVELOPMENT CODE AMENDMENT
CITY COUNCIL REPORT

Applicant	Lehi City
Meeting Date	August 22, 2023
Requested Action/Purpose	Approval of a proposed amendment to the Lehi City Development Code
Date of DRC Review	June 7, 2023
Date of Planning Commission Review	July 27, 2023

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 development code amendment to Chapter 4, Amendments to the City General Plan, Development Code and District Map. The proposed text amendment specifies that applications for a General Plan amendment may only be accepted during the months of February and August, unless initiated by the City.

This Development Code amendment will make the Code consistent with the General Plan section that specifies the same limitation on submittals.

The DRC had no comments on the proposed Code amendment.

POSSIBLE MOTIONS AND FINDINGS

The City Council may approve or deny the proposed development code amendment. Any motion should in-

clude findings. Possible findings include:

1. The proposed Development Code amendment is/is not in conformance with the purposes, intent, and provisions of the General Plan and its various elements.
2. Additional findings based upon information presented during the public hearing.

PLANNING COMMISSION RECOMMENDATION

The Planning Commission reviewed the proposed amendment on July 27, 2023. The minutes and motion from this meeting are as follows:

Chapter 4 Development Code Amendment
DRC Redline Comments

Lehi City – requests review of a Lehi City Development Code Amendment to Chapter 4 amending when General Plan amendments are allowed to be processed.

DRC Members Present: Glade Kirkham, Garion Rowett, Ryan Allred, Matt Meier, Kim Struthers, Gary Smith, Ross Dinsdale, James Farnsworth, Luke Seegmiller
Assigned Planner: Kim/Jacob
Representatives of the Applicant Present: N/A
Date of Plans Reviewed: 8/23/23
Time Start: 10:49 am
Time End: 10:52 am

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

THIS ITEM WILL BE SCHEDULED FOR PLANNING COMMISSION ON JULY 27, 2023.

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

ORDINANCE NO: 47-2023

AN ORDINANCE AMENDING THE LEHI CITY DEVELOPMENT CODE CHAPTER 4

WHEREAS, it has become necessary to amend Chapter 4 of the Lehi City Development Code, specifying that applications for General Plan amendments may only be accepted during the months of February and August; and

WHEREAS, this amendment seeks to make the Development Code consistent with the General Plan; and

WHEREAS, following a public hearing on July 27, 2023, the Lehi City Planning Commission reviewed the proposed revisions and forwarded a positive recommendation to the City Council; and

WHEREAS, on August 22, 2023, the City Council held a duly noticed meeting to receive public comment and ascertain the facts regarding this matter, which facts and comments are found in the hearing record and which include the staff report, minutes from the Planning Commission meeting of July 27, 2023, and the positive recommendation of the Planning Commission; and,

WHEREAS, after considering the facts and comments presented to the Municipal Council, the Council finds: Chapter 4 of the Lehi City Development Code should be amended; and such action furthers the health, safety, and welfare of the citizens of Lehi.

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

PART I:

Chapter 4 of the Lehi City Development Code is hereby amended.

PART II:

A. If a provision of this Ordinance 47 -2023 conflicts with a provision of a previously adopted ordinance concerning the same title, chapter, and/or section number amended herein, the provision in this Ordinance shall prevail.

B. This ordinance and its various 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 22nd day of August 2023.

ATTEST

_____	_____
Mark Johnson, Mayor	Teisha Wilson, City Recorder

CHAPTER 04

(Amended 11/14/17; 11/16/21)

AMENDMENTS TO THE CITY GENERAL PLAN, DEVELOPMENT CODE AND ZONING DISTRICT MAP

Section 04.010. Amendments to Lehi City General Plan; General Procedures.
Section 04.020. Procedures for Amending the Lehi City General Plan and Maps.
Section 04.030. Criteria for Approval of General Plan Text and Map Amendments.
Section 04.040. Effect of General Plan Amendment.
Section 04.050. Procedure for Amending the Lehi City Development Code and Lehi City Zoning District Map.
Section 04.060. Criteria for Approval.
Section 04.070. Effect of an Amendment to the Lehi City Development Code and Lehi City Zoning District Map.

Section 04.010. Amendments to Lehi City General Plan; General Procedures.

(Amended 09/08/08; 12/13/16)

A. A proposed amendment to the Lehi City General Plan may be initiated by any property owner, any person residing in the City, any business owner, the Hearing Examiner, the Planning Commission, the City Council, the Reviewing Departments, or the City Staff by filing an application for a General Plan amendment.

B. An application for an amendment to the Lehi City General Plan or General Plan Land Use Map shall be filed with the City on the applicable application form as established pursuant to the provisions of this Code. Applications shall only be accepted during the months of February and August unless the amendment is initiated by the City.

C. If such amendment is approved, the applicant may then proceed to file an application for development approval if the development is consistent with the approved General Plan amendment.

Section 04.020. Procedures for Amending the Lehi City General Plan Text and Maps.

(Amended 07/10/07; 07/10/12)

A. The Planning Division shall prepare a report of the findings of the Reviewing Departments within 21 days and not less than seven days prior to the meeting with the Commission indicating whether the proposed amendment is consistent with the Elements of the General Plan including, the effect of the proposed amendment on the existing goals, objectives and policies of the General Plan, and listing any revisions to this Code that would be needed to implement the proposed amendment.

B. Prior to recommending the adoption, rejection or revision of any General Plan amendment, the Planning Commission shall hold a public hearing in accordance with the procedures of this Code and the Utah Code, after receiving the report of the findings of the Reviewing Departments and providing at least ten days' notice.

C. After the Planning Commission has reviewed the application and made its recommendation, the Planning Division shall submit a copy of the General Plan amendment as recommended by the Commission, the report of the findings of the Reviewing Departments, and the transcripts or minutes of the proceedings before the Commission to the City Council. The City Council shall then schedule a public meeting to consider the Planning Commission recommendation. The City Council shall consider the proposed General Plan amendment and the recommendation of the Commission pursuant to the procedures established by this Code and the Utah Code including the required notice for a public meeting. The City Council shall approve the amendment, revise and approve the proposed amendment, or reject the proposed amendment. If the City Council approves the proposed amendment as submitted or as revised, the City Council shall adopt the General Plan amendment by ordinance.

Section 04.030. Criteria for Approval of General Plan Text and Map Amendments.

In considering a proposed amendment to the Lehi City General Plan, the applicant shall identify, and the City Staff, Reviewing Departments, Planning Commission, and the City Council will 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 with the

Agenda Item No: 15

City Council Agenda Item Report

Meeting Date: August 22, 2023
Submitted By: Jacob Curtis
Submitting Department: Planning Division
Item Type: Ordinance
Agenda Section: Regular Agenda

Subject:
Consideration of Ordinance #48-2023 an amendment to the Lehi City Development Code Chapter 12, clarifying requirements for Rehabilitation and Treatment Facilities and reasonable accommodation exceptions for Group Homes.

Suggested Action:

Attachments:

CC Staff Report Chapter 12 Development Code Amendment 08.22.23.docx

Chapter 12 Dev Code Amendment DRC 06.07.23.docx

Ord 48-2023.docx

Ch 12 Development Code Amendment Updated Text PDF.pdf

CHAPTER 12 DEVELOPMENT CODE AMENDMENT
CITY COUNCIL REPORT

Applicant	Lehi City
Meeting Date	August 8, 2023
Requested Action/Purpose	Approval of a proposed amendment to the Lehi City Development Code
Date of DRC Review	June 7, 2023
Date of Planning Commission Review	July 27, 2023

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 development code amendment to Chapter 12, clarifying requirements for rehabilitation and treatment facilities and reasonable accommodation exceptions for group homes.

The proposed text amendment clarifies the requirement that a reasonable accommodation exception for a group home requires approval by the Planning Commission following a public hearing. Group homes are permitted uses in residential zones, so the Code amendment also clarifies that the Reviewing Departments (DRC) are the final approving authority except in the case of the reasonable accommodation exception request.

Section 12.170 of the Code was updated to clarify that the rehabilitation and treatment facilities are for persons with current chemical dependencies. This change was meant to clearly distinguish between the group home use and the rehabilitation and treatment facilities use. The rehabilitation and treatment facility use is restricted to the light industrial zone, and is not allowed in any residential zoned area.

The DRC had three minor grammatical and text recommendations on the proposed Code amendment which were updated prior to this meeting. The version included in the agenda packet reflects the updates.

Please consider the DRC comments in the 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 is/is not in conformance with the purposes, intent, and provisions of the General Plan and its various elements.
2. Additional findings based upon information presented during the public hearing.

PLANNING COMMISSION RECOMMENDATION

The Planning Commission reviewed the proposed amendment on July 27, 2023. The minutes and motion from this meeting are as follows:

Chapter 12 Development Code Amendment
DRC Redline Comments

Lehi City- requests review of amendments to the Lehi City Development Code Chapter 12, clarifying requirements for Rehabilitation and Treatment Facilities and reasonable accommodation exceptions for Group Homes.

DRC Members Present: Glade Kirkham, Garion Rowett, Ryan Allred, Matt Meier, Kim Struthers, Gary Smith, Ross Dinsdale, James Farnsworth, Luke Seegmiller
Assigned Planner: Jacob
Representatives of the Applicant Present:
Date of Plans Reviewed: 5/18/23
Time Start:
Time End:

DRC REDLINE COMMENTS:
Glade – Power: No comments
Garion – Fire: No comments
Ryan – Water/Sewer: No comments
James – Parks: No comments
Gary – Building/Inspections: No comments
Matt – Public Works: No comments
Ross – Engineering: No comments
Luke- Traffic: No comments
Kim – Planning:
1. These do not need to be capitalized. Other references in Chapter 12 to these applications are lower case.
2. Update page 29 of the text too. See image.
3. add a comma

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

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

ORDINANCE NO: 48-2023

AN ORDINANCE AMENDING THE LEHI CITY DEVELOPMENT CODE CHAPTER 12

WHEREAS, it has become necessary to amend Chapter 12 of the Lehi City Development Code, clarifying requirements for rehabilitation and treatment facilities and reasonable accommodation exceptions for group homes; and

WHEREAS, this amendment seeks to clarify who is the final approval body for each application; and

WHEREAS, following a public hearing on July 27, 2023, the Lehi City Planning Commission reviewed the proposed revision and forwarded a positive recommendation to the City Council; and

WHEREAS, on August 22, 2023, the City Council held a duly noticed meeting to receive public comment and ascertain the facts regarding this matter, which facts and comments are found in the hearing record and which include the staff report, minutes from the Planning Commission meeting of July 27, 2023, and the positive recommendation of the Planning Commission; and,

WHEREAS, after considering the facts and comments presented to the Municipal Council, the Council finds: Chapter 12 of the Lehi City Development Code should be amended; and such action furthers the health, safety, and welfare of the citizens of Lehi.

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

PART I:

Chapter 12 of the Lehi City Development Code is hereby amended.

PART II:

A. If a provision of this Ordinance 48 -2023 conflicts with a provision of a previously adopted ordinance concerning the same title, chapter, and/or section number amended herein, the provision in this Ordinance shall prevail.

B. This ordinance and its various 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 22nd day of August 2023.

ATTEST

_____	_____
Mark Johnson, Mayor	Teisha Wilson, City Recorder

with a disability resides and is licensed or certified by the Department of Human Services under Utah Code Title 62A, Chapter 2, Licensure of Programs and Facilities.

5. "Group Home" does not include a health care facility as defined by Section 26-21-2 of the Utah State Code, as the same may be amended from time to time. This includes, but is not limited to, assisted living facilities and nursing homes.

C. Use.

1. A group home is a permitted use in any zoning area where residential dwellings are allowed.

2. Group homes will be regulated according to the standard residential zoning requirements applicable to the subject property.

3. A permitted group home use may be revoked under the following circumstances:
   (a) The facility is devoted to a use other than a group home as approved by the Reviewing Departments; or
   (b) Any license or certification issued by the Utah Department of Health or the Department of Human Services for such a facility is revoked or terminated; or
   (c) The facility fails to comply with the requirements set forth in this chapter.

4. A group home is limited to up to four unrelated persons (see the definition of "Family," Chapter 39), with the allowance of up to eight unrelated persons with a reasonable accommodation exception in the case of a Group Home for Persons with Disabilities. A reasonable accommodation exception requires approval by the Planning Commission following a public hearing.

5. Any group home facility shall provide off-street parking as per Table 37.090: Table of Off-Street Parking Requirements. The creation of a parking area shall not change the residential character of the property.

6. Any group home facility shall comply with development standards, design standards, and building, safety, and health regulations applicable to similar residential structures within the zone in which the facility is located.

7. Any group home facility shall not fundamentally alter the structure's residential character or the character of the neighborhood where the facility is located.

D. Reasonable Accommodation. Reasonable accommodation exceptions may be made to rules, policies, practices, and/or services when the request is reasonable and necessary to afford a person with disability an equal opportunity to use or enjoy a dwelling.

1. A group home may have up to eight unrelated residents if the scope and magnitude of the requested accommodation does not alter the character of the surrounding neighborhood. Such considerations may include impacts on parking, traffic, noise, utility use, architectural compatibility, and other typical concerns of zoning.

2. Exceptions based on reasonable accommodations shall be based on the following factors:
   (a) The residence shall be inhabited by an individual or individuals with disabilities protected under fair housing laws;
   (b) The request shall be necessary to afford persons with a disability equal opportunity to use and enjoy a dwelling compared to similarly situated persons or groups without a disability;
   (c) The request shall not impose undue financial or administrative burden on the City;
   (d) The request shall not fundamentally alter the City's land use, zoning, or building regulations;
   (e) The request shall be reasonable;
   (f) The request makes a dwelling available to an individual whose tenancy would not result in substantial physical damage to the property of others; and
   (g) The request abides by any other relevant considerations under federal or state law.

3. The applicant bears the burden of proof to demonstrate that the requested accommodation is necessary and reasonable under the standards and definitions set forth in federal and state law, including federal and state case law.

E. Approval Process.

1. The applicant shall provide evidence of compliance with all applicable requirements to the City, as well as regulations and standards of the Department of Human Services of the State

of Utah governing the licensing and operation of the facility.

~~2. The Reviewing Departments shall be the final approving authority, subject to the applicant's right of appeal pursuant to Section 12.190. Upon determination of compliance with all of the requirements of this section, the Reviewing Departments shall provide notice of approval for the proposed facility. However, where, in the opinion of the Reviewing Departments, the information provided by the applicant is insufficient or the facility is not in compliance with the requirements of this section, the application may be denied.~~

~~3.~~2. The Reviewing Departments shall be the final approving authority except in the case of a reasonable accommodation exception request. A reasonable accommodation exception requires approval by the Planning Commission following a public hearing.

~~4.~~3. A permit to operate a group home is non-transferable.

~~5.~~4. The operator of the facility will provide assurances that the residents of the facility will be properly supervised on a 24-hour basis.

~~6.~~5. The applicant shall obtain and maintain all licenses from the State of Utah Department of Human Services required to operate the facility and shall provide the City with proof of such licenses.

F. Noncompliance.

1. Reviewing Departments. If there is cause to believe that grounds for revocation or modification of a group home permit exists, the Reviewing Departments shall hold a meeting on the question of modification or revocation of a permit granted pursuant to the provisions of this Chapter 12.

2. Revocation. A group home permit may be revoked if the Reviewing Departments find, by a preponderance of the evidence, that:

(a) the group home permit was obtained in a fraudulent manner;

(b) the use for which the group home permit was granted has now ceased for at least six consecutive calendar months; or

(c) the basis for reasonable accommodation for the Group Home permit has not been substantially met.

3. Modification. A group home permit granted may be modified by the Review Departments without the consent of the property owner or operator if the Reviewing Departments find, by a preponderance of the evidence, that the group home constitutes or is creating a nuisance.

Section 12.160. Supplementary Requirements for Juvenile Group Facilities. *(Amended 01/26/16)*

A. As used in this section, a juvenile group facility means a 24-hour group living environment for adolescents under the age of 18, unrelated to an owner or operator that offers room, board, or specialized services to residents.

B. Special Permit Standards and Approval Process.

1. Any person, business or entity desiring to establish a juvenile group home shall obtain approval by following the procedures set forth herein. This process shall be initiated by submitting an application to the Reviewing Departments and paying a fee in the amount of $300.00.

2. The application shall include sufficiently detailed site plans, building plans, or remodeling plans, and other information necessary to determine compliance with building, safety, and health regulations and standards applicable to similar dwellings. The Reviewing Departments shall review the site and building or remodeling plans and specify any modifications and improvements necessary to bring the structure and site into compliance with all applicable local and state codes. Any alterations shall be approved by the Planning Commission before a conditional use permit is approved. Additionally, the facility shall conform to all applicable building, fire, health, and safety codes and requirements for facilities of this type.

3. Occupancy of the structure shall be such that each resident is provided adequate personal space. A residential facility shall ensure that each bedroom space in the facility has a floor area, exclusive of closet space, of at least 74 square feet for an initial occupant and an additional 50 square feet for each other occupant of this space. In the event that state laws, regulations or guidelines exceed these requirements, compliance with state requirements will be enforced.

4. The applicant shall verify compliance with all applicable requirements, regulations, and standards of the Department of Human Services of the State of Utah governing the licensing and operation of juvenile group facilities.

5. The application, together with comments and conditions required by the Reviewing Departments, shall be submitted to the Planning Commission for a public hearing for the purpose of receiving public input regarding the application and for final approval. At least 14 days before the public hearing, the applicant shall provide written notification, either in person or by first class mail, to all citizens living within or owning property within 1000 feet of the proposed site of the group home.

6. The Planning Commission shall be the final approving authority, subject to the applicant's right of appeal pursuant to this section. Upon determination of compliance with all of the requirements of this section, the Planning Commission shall provide notice of approval for the proposed facility. However, where, in the opinion of the Planning Commission, the information provided by the applicant is insufficient or the facility is not in compliance with the requirements of this section, the application may be denied.

7. A permit to operate a juvenile group home shall be:
   (a) nontransferable; and
   (b) terminable if at any time it is demonstrated to the Planning Commission, or City Council, that:
      (i) the structure is devoted to a use other than as a juvenile group home; or
      (ii) the structure fails to comply with the requirements of this section; or
      (iii) the program has failed to operate in accordance with the requirements of this section.

8. If the Planning Commission specifically finds that the tenancy of an individual in a juvenile group home would constitute or pose a direct or serious threat to the health or safety of other individuals, or whose tenancy would result in substantial physical damage to the property of others, based on the reasonable medical judgment of health care professionals, and the judgment of such other professionals as the Planning Commission may deem necessary, it may impose appropriate conditions or deny occupancy to that individual. The Planning Commission shall have authority to request sufficient information to make an informed judgment with respect to this provision, but such information shall not become a matter of public record and shall be obtained in a manner which respects the privacy of the individual resident or occupant of the facility. The applicant's refusal to provide such information shall be justification for denial of occupancy of the individual in question.

9. The facility shall provide one off-street parking space for each four residents, plus adequate parking for visitors and staff as determined by the Reviewing Departments in accordance with applicable City codes. The facility shall at a minimum provide three parking spaces. Tandem parking will not be considered in this determination.

10. The operator of the facility will provide assurances that the residents of the facility will be properly supervised on a 24-hour basis.

11. Placement in the facility is on a strictly voluntary basis and is not part of or in lieu of, confinement, rehabilitation, or treatment in a correctional facility.

12. The applicant shall obtain and maintain all licenses from the State of Utah Department of Human Services required to operate a juvenile group home and provide the City with proof of such licenses.

C. The responsibility to license programs or entities which operate juvenile group homes, as well as to require and monitor the provision of adequate services to persons residing in those facilities, shall rest with the Department of Human Services as provided in Utah Code Section 62A-2-114.

Section 12.170. Supplementary Requirements for Rehabilitation and Treatment Facilities, Drug and Alcohol. *(Amended 4/14/09; 01/26/16)*

As used in this section, a rehabilitation and treatment facility means a 24-hour group living environment for individuals, unrelated to an owner or operator, that offers room or board and specialized treatment, rehabilitation, or habilitation services for persons with current chemical dependencies. ~~that offers room, board, or specialized services to residents. Any such facility that has up to four residents, or up to eight residents if reasonable accommodation is required, falls under the regulations of a group home.~~

A. Special Permit Standards and Approval Process.

1. Any person, business, or entity desiring to establish a rehabilitation and treatment facility shall obtain approval by following the procedures set forth herein. This process shall be initiated by submitting ~~a~~ complete site plan and conditional use applications, including all applicable fees, to the City.

2. The site plan application shall include sufficiently detailed site plans, building plans, or remodeling plans, and other information necessary to determine compliance with building, safety, and health regulations and standards applicable to similar dwellings. The Reviewing Departments shall review the site and building or remodeling plans and specify any modifications and improvements necessary to bring the structure and site into compliance with all applicable local and state codes. Any alterations shall be approved by the Planning Commission before a conditional use permit is approved. Additionally, the facility shall conform to all applicable building, fire, health, and safety codes and requirements for facilities of this type.

3. Occupancy of the structure shall be such that each resident is provided adequate personal space. A residential facility shall ensure that each bedroom space in the facility has a floor area, exclusive of closet space, of at least 74 square feet for an initial occupant and an additional 50 square feet for each occupant of this space. In the event that state laws, regulations or guidelines exceed these requirements, compliance with state requirements will be enforced.

4. The applicant shall verify compliance with all applicable requirements, regulations, and standards of the Department of Human Services of the State of Utah governing the licensing and operation of drug and alcohol treatment facilities.

5. The application, together with comments and conditions required by the Reviewing Departments, shall be submitted to the Planning Commission for a public hearing for the purpose of receiving public input regarding the application and for final approval. At least ten days before the public hearing, the applicant shall provide written notification, either in person or by first class mail, to all citizens living within or owning property within 300 feet of the proposed site of the group home.

6. The Planning Commission shall be the final approving authority, subject to the applicant's right of appeal pursuant to this section. Upon determination of compliance with all of the requirements of this section, the Planning Department shall provide notice of approval for the proposed facility. However, where, in the opinion of the Planning Commission, the information provided by the applicant is insufficient or the facility is not in compliance with the requirements of this section, the application may be denied.

7. A permit to operate a rehabilitation and treatment facility shall be:
   (a) nontransferable; and
   (b) terminable if at any time it is demonstrated to the Planning Commission, or City Council, that:
      (i) the structure is devoted to a use other than as was approved;
      (ii) the structure fails to comply with the requirements of this section; or
      (iii) the program has failed to operate in accordance with the requirements of this section.

8. If the Planning Commission specifically finds that the tenancy of an individual in a rehabilitation and treatment facility would constitute or pose a direct or serious threat to the health or safety of other individuals, or whose tenancy would result in substantial physical damage to the property of others, based on the reasonable medical judgment of health care professionals, and the judgment of such other professionals as the Planning Commission may deem necessary, it may impose appropriate conditions or deny occupancy to that individual. The Planning Commission shall have authority to request sufficient information to make an informed judgment with respect to this provision, but such information shall not become a matter of public record and shall be obtained in a manner which respects the privacy of the individual resident or occupant of the facility. The applicant's refusal to provide such information shall be justification for denial of occupancy of the individual in question.

9. The facility shall provide one off-street parking space for each four residents, plus adequate parking for visitors and staff as determined by the Reviewing Departments in accordance with applicable City codes. The facility shall at a minimum provide three parking spaces. Tandem

parking will not be considered in this determination.

10. The operator of the facility will provide assurances that the residents of the facility will be properly supervised on a 24-hour basis.

11. The applicant shall obtain and maintain all licenses from the State of Utah Department of Human Services required to operate a rehabilitation and treatment facility and provide the City with proof of such licenses.

12. Rehabilitation and Treatment Facilities for Drug and Alcohol shall not be allowed in any zone that allows for residential uses.

B. The responsibility to License programs or entities which operate rehabilitation and treatment facilities, as well as to require and monitor the provision of adequate services to persons residing in those facilities, shall rest with the Department of Human Services as provided in Utah Code Section 62A-2-114.

Section 12.180. Denial of Group Home Application *(Amended 01/26/16)*

Upon denial of an application for a group home, the applicant shall have 30 days to file an appeal of the decision of the Reviewing Departments or Planning Commission directly to the City Council.

A. The applicant shall file a notice of appeal with the city recorder.

B. At least 14 days before City Council hears the appeal of the denial of the application for the group home, the applicant shall provide all bases for the appeal to the City and notice thereof by first-class mail to all citizens living within or owning property within 1000 feet of the proposed site of the group home.

C. Any decision by the City Council on an appeal of a denial of an application for a group home, shall:

1. be issued in writing within 14 days of the City Council meeting at which the appeal was heard;

2. shall set forth the findings of the City Council; and

3. shall be delivered in person or by first-class mail to the applicant.

12.190. Zoning Requirements for Sexually-Oriented Businesses. (New 03/26/02)

A. Purpose. The purpose of this Section is to establish requirements that reasonably govern the location of sexually-oriented businesses in order to avoid adverse secondary effects which may result from the operation of such businesses. This Section shall be construed to protect the governmental interests recognized by this Code in a manner consistent with protections provided by the United States Constitution and the Utah Constitution. These provisions shall not be construed as permitting any use or activity that is otherwise prohibited or made punishable by law.

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B. Definitions. Terms involving sexually-oriented businesses shall have the meaning set forth in Title 4, Chapter 5 – Sexually Oriented Business and Employee Licensing Ordinance of the Lehi City Municipal Code.

C. Zoning and Location Requirements.

1. Sexually-oriented businesses, including any business licensed as an adult business, outcall service business, or semi-nude entertainment business, shall be permitted only within the Light Industrial, Industrial, or Technology and Manufacturing Zones, as shown on the Zone Map of Lehi City.

2. No sexually-oriented business shall be constructed or operated within 1,000 feet of any of the following:

(a) an Agriculture, Residential/Agriculture, Residential, Mixed Use, or Planned Community Zoning District boundary line as shown on the Zone Map of Lehi City;

(b) the property boundary of any church, public park, public library, or public or private school; or

(c) the boundary of any property for which a sexually-oriented business license earlier has been issued and has not expired.

3. No church, public park, public library, or school shall be established closer than 1,000 feet from any sexually-oriented business.

4. For the purpose of this Section, the distance from any church, public park, public library, or school shall be measured in a straight line from the nearest point of the line of any property on which a sexually-oriented business is operating, or is proposed to operate, to the nearest residential zone boundary line or property boundary line of any church, public park, public library, or school, as the case may be.

Agenda Item No: 16

City Council Agenda Item Report

Meeting Date: August 22, 2023
Submitted By: Jacob Curtis
Submitting Department: Planning Division
Item Type: Ordinance
Agenda Section: Regular Agenda

Subject:
Consideration of Ordinance #49-2023 an amendment to the Lehi City Development Code Chapter 37, Design Standards, adding a height limit of 3 stories in the Historic Downtown Design District.

Suggested Action:

Attachments:

CC Staff Report Chapter 37 Historic Height Limit Development Code Amendment 08.22.23.docx

Chapter 37 Dev Code Amendment DRC 06.07.23.docx

Ord 49-2023.docx

Ch37DesignStandards - building height.pdf

CHAPTER 37 HISTORIC DISTRICT HEIGHT LIMIT DEVELOPMENT CODE AMENDMENT
CITY COUNCIL REPORT

Applicant	Lehi City
Meeting Date	August 22, 2023
Requested Action/Purpose	Approval of a proposed amendment to the Lehi City Development Code
Date of DRC Review	June 7, 2023
Date of Planning Commission Review	July 27, 2023

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 development code amendment to Chapter 37, Design Standards. The proposed development code amendment only includes two changes to the Historic District.

The first change in the proposed text amendment is to limit building heights to three stories. This was meant to mitigate concerns over the perceived scale of buildings in the Historic District and to avoid buildings feeling too imposing.

The second change was to require building frontages along Main Street, State Street, and 100 East to have non-residential uses planned on the first floor. This requirement does not include vehicular parking. This proposal is meant to provide spaces for residents to shop, play, or congregate when not at home. The introduction of more non-residential space on the ground floor serves to make areas more active and give people places to stay and visit.

The DRC had no comments on the proposed Code amendment.

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 is/is not in conformance with the purposes, intent, and provisions of the General Plan and its various elements.
2. Additional findings based upon information presented during the public hearing.

PLANNING COMMISSION RECOMMENDATION

The Planning Commission reviewed the proposed amendment on July 27, 2023. The minutes and motion from this meeting are as follows:

Chapter 37 Development Code Amendment
DRC Redline Comments

Lehi City- requests review of amendments to the Lehi City Development Code Chapter 37, Design Standards, adding a height limit of 3 stories in the Historic Downtown Design District.

DRC Members Present: Glade Kirkham, Garion Rowett, Ryan Allred, Matt Meier, Kim Struthers, Gary Smith, Ross Dinsdale, James Farnsworth, Luke Seegmiller
Assigned Planner: Jacob
Representatives of the Applicant Present:
Date of Plans Reviewed: 5/18/23
Time Start:
Time End:

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

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

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

ORDINANCE NO: 49-2023

AN ORDINANCE AMENDING THE LEHI CITY DEVELOPMENT CODE, CHAPTER 37

WHEREAS, it has become necessary to amend Chapter 37 of the Lehi City Development Code, modifying the regulations for buildings in the Historic Design District; and

WHEREAS, this amendment limits building heights to three stories and requires non-residential uses on the first floor in certain locations; and

WHEREAS, following a public hearing on July 27, 2023, the Lehi City Planning Commission reviewed the proposed revisions and forwarded a positive recommendation to the City Council; and

WHEREAS, on August 22, 2023, the City Council held a duly noticed meeting to receive public comment and ascertain the facts regarding this matter, which facts and comments are found in the hearing record and which include the staff report, minutes from the Planning Commission meeting of July 27, 2023, and the positive recommendation of the Planning Commission; and,

WHEREAS, after considering the facts and comments presented to the Municipal Council, the Council finds: Chapter 37 of the Lehi City Development Code should be amended; and such action furthers the health, safety, and welfare of the citizens of Lehi.

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

PART I:

Chapter 37 of the Lehi City Development Code are hereby amended.

PART II:

A. If a provision of this Ordinance 49 -2023 conflicts with a provision of a previously adopted ordinance concerning the same title, chapter, and/or section number amended herein, the provision in this Ordinance shall prevail.

B. This ordinance and its various 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 22nd day of August 2023.

ATTEST

_____	_____
Mark Johnson, Mayor	Teisha Wilson, City Recorder

a. Purpose and Vision:

i. The purpose of the Historic District is to create a vibrant and walkable downtown center of Lehi with housing, offices, retail, restaurants, entertainment uses, and municipal buildings. The Historic District is designated as along Main Street from 500 West to 500 East, or along State Street from Center Street to 400 East.

ii. The built environment of the Historic District is envisioned to preserve and build on the existing historic commercial buildings by orienting new buildings to the public sidewalks, providing quality outdoor public gathering spaces, engaging the street with outdoor dining and sidewalk sales, and incorporating municipal buildings. The architecture is envisioned to include a traditional style with ornamental features, brick, awnings, and large panes of glass facing the public street. The Historic District is intended to provide opportunities to live, work, play, and visit in a unique and inviting atmosphere. The mixture of uses may require a shared and off-site parking, and parking may ultimately be provided by a future public parking structure.

iii. All new development projects or exterior renovations to existing buildings located within the boundaries of the Historic District shall receive additional review by the Historic Preservation Commission. The Commission, acting in an advisory role, provides input to assist in the implementation of the vision of the Historic District. If input from the Commission is provided, it shall be submitted prior to final review and approval.

~~iii.~~iv. Building frontages along Main Street, State Street and 100 East shall have space planned for a non-residential use on the first floor. This does not include vehicle parking.

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b. Architectural standards. New developments in the Historic District shall comply with the following architectural standards:

i. Street transparency:

1. The facades facing street frontages shall include large clear glass windows on the street level with smaller windows allowed on the upper floors. Opaque, heavily tinted, or reflective glass is inappropriate, and shall not be used. When glass is tinted, it shall allow for a minimum 60 percent light to pass through into the building.

2. A minimum of 50 percent of the facade area on the first floor facing Main Street and State Street shall consist of glass (see Figure 2).

3. A minimum of 40 percent of the facade area on the first floor facing other public streets and walkways shall consist of glass.

i. Other comparable architectural features as approved by the Zoning Administrator and Planning Commission.

iii. Massing:

1. Building rooflines shall be flat without visible pitch from the public right-of-way other than for parapet extensions or a corner tower feature (see Figure 3).



Figure 3. Building rooflines are flat other than on the corner tower feature.

2. Features such as parapet extensions, corner towers, or recessed upper floors shall be used to create a varied roofline (see Figure 4).



Figure 4. Building rooflines are flat with parapet extensions to create a varied roofline.

3. Buildings located on corner lots shall be a minimum of two stories in height.

3.4. Building height shall be limited to three stories in height.

4.5. Buildings shall include breaks in the facade and design with a maximum 100-foot spacing to reduce the perceived scale of buildings (see Figures 5 and 6). Breaks in the facade may include articulations, balconies, changes in material, compatible changes in architecture, or other features as approved by the Planning Commission.

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Agenda Item No: 17

City Council Agenda Item Report

Meeting Date: August 22, 2023
Submitted By: Jacob Curtis
Submitting Department: Planning Division
Item Type: Ordinance
Agenda Section: Regular Agenda

Subject:
Consideration of Ordinance #50-2023 an amendment to the Lehi City Development Code Chapter 38, Transit Oriented Development, adding a requirement for for-sale housing as a part of the residential mix.

Suggested Action:

Attachments:

CC Staff Report Chapter 38 Development Code Amendment 08.22.23.docx

Chapter 38 Dev Code Amendment DRC 06.07.23.docx

Ord 50-2023.docx

Ch 38 Updated Text.pdf

CHAPTER 38 DEVELOPMENT CODE AMENDMENT
CITY COUNCIL REPORT

Applicant	Lehi City
Meeting Date	August 22, 2023
Requested Action/Purpose	Approval of a proposed amendment to the Lehi City Development Code
Date of DRC Review	June 7, 2023
Date of Planning Commission Review	July 27, 2023

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 development code amendment to Chapter 38, Transit Oriented Developments. The proposed text amendment requires that at least ten percent of the housing units in a TOD be a for-sale product. The Code amendment would serve to ideally provide more stability and affordability in TOD areas with owners who potentially choose to live there in contrast to solely being owned by management companies renting out units.

The DRC had two grammatical recommendations on the proposed Code amendment which were updated prior to this meeting. The version included in the agenda packet reflects the updates.

Please consider the DRC comments in the 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 is/is not in conformance with the purposes, intent, and provisions of the General Plan and its various elements.
2. Additional findings based upon information presented during the public hearing.

PLANNING COMMISSION RECOMMENDATION

The Planning Commission reviewed the proposed amendment on July 27, 2023. The minutes and motion from this meeting are as follows:

Chapter 38 Development Code Amendment
DRC Redline Comments

Lehi City- requests review of amendments to the Lehi City Development Code Chapter 38, Transit Oriented Development adding a requirement for for-sale housing as a part of the residential mix.

DRC Members Present: Glade Kirkham, Garion Rowett, Ryan Allred, Matt Meier, Kim Struthers, Gary Smith, Ross Dinsdale, James Farnsworth, Luke Seegmiller
Assigned Planner: Jacob
Representatives of the Applicant Present: None
Date of Plans Reviewed: 5/18/23
Time Start:
Time End:

DRC REDLINE COMMENTS:
Glade – Power: No comments
Garion – Fire: No comments
Ryan – Water/Sewer: No comments
James – Parks: No comments
Gary – Building/Inspections: No comments
Matt – Public Works: No comments
Ross – Engineering: No comments
Luke- Traffic: No comments
Kim – Planning:
1. Shall
2. percent

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

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

ORDINANCE NO: 50-2023

AN ORDINANCE AMENDING THE LEHI CITY DEVELOPMENT CODE, CHAPTER 38

WHEREAS, it has become necessary to amend Chapter 38 of the Lehi City Development Code, specifying that ten percent of housing units in a TOD should be a for-sale product; and

WHEREAS, this amendment seeks to provide more stability and affordability in TOD areas; and

WHEREAS, following a public hearing on July 27, 2023, the Lehi City Planning Commission reviewed the proposed revisions and forwarded a positive recommendation to the City Council; and

WHEREAS, on August 22, 2023, the City Council held a duly noticed meeting to receive public comment and ascertain the facts regarding this matter, which facts and comments are found in the hearing record and which include the staff report, minutes from the Planning Commission meeting of July 27, 2023, and the positive recommendation of the Planning Commission; and,

WHEREAS, after considering the facts and comments presented to the Municipal Council, the Council finds: Chapter 38 of the Lehi City Development Code should be amended; and such action furthers the health, safety, and welfare of the citizens of Lehi.

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

PART I:

Chapter 38 of the Lehi City Development Code are hereby amended.

PART II:

A. If a provision of this Ordinance 50 -2023 conflicts with a provision of a previously adopted ordinance concerning the same title, chapter, and/or section number amended herein, the provision in this Ordinance shall prevail.

B. This ordinance and its various 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 22nd day of August 2023.

ATTEST

_____	_____
Mark Johnson, Mayor	Teisha Wilson, City Recorder

allowed by traditional zoning within the City. It is the sole responsibility and burden of the applicant to convince the Planning Commission and City Council that the proposed TOD zone is preferable to traditional zoning. Approval is at the discretion of the City Council.

Section 38.020. TOD Zoning Description.

(Amended 02/28/17)

Each TOD shall include a cohesive mixture of complementary land uses, including retail, office, institutional, entertainment, restaurant and other service-oriented uses, which will provide service and employment opportunities to residents within the community (see Figure 1).

Residential uses shall employ a variety of housing types and unit sizes and shall be pedestrian-oriented neighborhoods, designed in a manner as to encourage walkability and transit uses. At least 10 percent of the housing shall be a for-sale product. The highest densities should be centered adjacent to transit stops. Open spaces should be designed to enhance the pedestrian experience and enable the use of public transit opportunities. The incorporation of one or two of these elements does not make a TOD; the combination of all of these elements is necessary for a TOD.



Figure 1. A mixture of uses and intensity of uses are centered around a transit station.

Section 38.030. Minimum Eligibility Requirements. *(Amended 02/28/17)*

In order to achieve the purposes of this Chapter, the establishment of a TOD requires that the site must be:

B. Within one half mile walking or biking distance of an existing or future transit station along a rail line; and

C. designated as TOD on the Lehi City General Plan Land Use Map.

Section 38.040 Allowed Uses.

A. Any use identified as a permitted or conditional use by this Code, or other use proposed by the applicant, may be an allowed use in a TOD; however each requested use must be authorized through a TOD land use plan as defined herein, which has been approved and adopted by the City Council. Proposed uses will be reviewed for compatibility within the TOD as well as compatibility with allowed uses in adjacent zones.

Agenda Item No: 18

City Council Agenda Item Report

Meeting Date: August 22, 2023
Submitted By: Jacob Curtis
Submitting Department: Planning Division
Item Type: Ordinance
Agenda Section: Regular Agenda

Subject:
Consideration of Ordinance #51-2023 a comprehensive amendment to the Lehi City Development Code Chapter 39, Definitions.

Suggested Action:

Attachments:

CC Staff Report Chapter 39 Development Code Amendment 08.22.23.docx

Chapter 39 Dev Code Amendment DRC 07.12.23.docx

Ord 51-2023.docx

Development Code Amendment Ch39Definitions 07.12.23.pdf

CHAPTER 39 DEVELOPMENT CODE AMENDMENT

CITY COUNCIL REPORT

Applicant	Lehi City
Meeting Date	August 22, 2023
Requested Action/Purpose	Approval of a proposed amendment to the Lehi City Development Code
Date of DRC Review	June 7, 2023
Date of Planning Commission Review	July 27, 2023

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 development code amendment to Chapter 39, Definitions. The proposed development code amendment is a comprehensive update meant to bring the Code definitions into consistency with the Table of Uses.

The DRC had four comments on the proposed Code amendment, including the following:

1. The development code has preschool included with in-home child instruction. Do you want the two to match? Change to Child In-Home Instruction.
2. Ch. 39 Definitions – any wall, not just load bearing. (For Addition)
3. include field, court, or similar facility (Look at Sporting Facilities)
4. Look at other cities for definition options on structure, building and structure, other

Please consider the DRC comments in the 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 is/is not in conformance with the purposes, intent, and provisions of the General Plan and its various elements.
2. Additional findings based upon information presented during the public hearing.

PLANNING COMMISSION RECOMMENDATION

The Planning Commission reviewed the proposed amendment on July 27, 2023. The minutes and motion from this meeting are as follows:

Chapter 39 Development Code Amendment
DRC Redline Comments

Lehi City- requests review of amendments to the Lehi City Development Code Chapter 39, Definitions comprehensive update.

DRC Members Present: Glade Kirkham, Garion Rowett, Ryan Allred, Matt Meier, Kim Struthers, Gary Smith, Ross Dinsdale, James Farnsworth, Luke Seegmiller
Assigned Planner: Jacob
Representatives of the Applicant Present: None
Date of Plans Reviewed: 6/29/23
Time Start: 10:52 am
Time End: 11:07 am

DRC REDLINE COMMENTS:

Garion – Fire:
1. The development code has preschool included with in-home child instruction. Do you want the two to match? Change to Child In-Home Instruction.

Glade – Power:
2. Ch. 39 Definitions – any wall, not just load bearing. (For Addition)

Ryan – Water/Sewer: No comments

James – Parks: No comment

Gary – Building/Inspections: No comments

Matt – Public Works: No comments

Ross – Engineering: No comments

Luke- Traffic: No comments

Kim – Planning:
3. include field, court, or similar facility (Look at Sporting Facilities)
4. Look at other cities for definition options on structure, building and structure, other

THIS ITEM WILL BE SCHEDULED FOR PLANNING COMMISSION ON JULY 27, 2023

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

ORDINANCE NO: 51-2023

AN ORDINANCE AMENDING THE LEHI CITY DEVELOPMENT CODE, CHAPTER 39

WHEREAS, it has become necessary to amend Chapter 39 of the Lehi City Development Code, providing a comprehensive update to the Definitions Chapter; and

WHEREAS, this amendment seeks to bring the Code definitions into consistency with the Table of Uses ; and

WHEREAS, following a public hearing on July 27, 2023, the Lehi City Planning Commission reviewed the proposed revisions and forwarded a positive recommendation to the City Council; and

WHEREAS, on August 22, 2023, the City Council held a duly noticed meeting to receive public comment and ascertain the facts regarding this matter, which facts and comments are found in the hearing record and which include the staff report, minutes from the Planning Commission meeting of July 27, 2023, and the positive recommendation of the Planning Commission; and,

WHEREAS, after considering the facts and comments presented to the Municipal Council, the Council finds: Chapter 39 of the Lehi City Development Code should be amended; and such action furthers the health, safety, and welfare of the citizens of Lehi.

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

PART I:

Chapter 39 of the Lehi City Development Code are hereby amended.

PART II:

A. If a provision of this Ordinance 51 -2023 conflicts with a provision of a previously adopted ordinance concerning the same title, chapter, and/or section number amended herein, the provision in this Ordinance shall prevail.

B. This ordinance and its various 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 22nd day of August 2023.

ATTEST

_____	_____
Mark Johnson, Mayor	Teisha Wilson, City Recorder

CHAPTER 39

DEFINITIONS

(Amended 5/27/97; 5/25/99; 3/26/02; 7/09/02; 2/14/06; 3/11/08; 3/25/08; 4/22/08; 7/08/08; 7/29/09; 12/08/09; 4/27/10; 7/27/10; 11/15/11; 4/24/12; 5/22/12; 09/11/12; 01/08/13; 11/12/13; 3/11/14; 05/13/14; 07/08/14; 08/26/14; 01/13/15; 01/12/16; 01/26/16; 09/13/16; 1/16/18, 4/10/18; 05/22/18; 08/28/18; 01/08/19; 01/22/19; 3/12/19; 8/27/19; 03/31/20; 08/11/20)

Abandon or Abandonment - To leave, desert, or discontinue a use for a period of at least twelve (12) months.

Accessory - Refers to a minor use or structure that is clearly secondary~~subordinate~~ to a principal use or structure that has been issued a permit under this Code; includes signs.

Accessory Building - A structure detached from a principal or primary building located on the same lot and incidental and ~~subordinate~~secondary to the principal building or use.

Accessory Dwelling Unit, Internal – A completely independent dwelling, occupied by a separate family/housekeeping unit, that is located within or added to an existing dwelling, and that contains all of the following features:

1. separate entrance.
2. physical separation from the primary dwelling that does not allow passage between the units such as a wall, a locking door or other means of separation.
3. separate cooking, eating, sanitation and sleeping facilities.

Accessory Dwelling Unit, Detached – An independent dwelling not attached to the primary dwelling, occupied by a separate family/housekeeping unit, that is located on the same parcel as the primary existing dwelling, and that contains separate cooking, eating, sanitation and sleeping facilities.

~~**Accessory Building** - A structure detached from a principal or primary building located on the same lot and incidental and subordinate to the principal building or use.~~

Accessory Use - A use of a portion of land or structure ~~or portion~~ related to the principal use but ~~thereof customarily~~ incidental and secondary~~subordinate~~ to the principal use of the land or structure and located on the same parcel ~~with~~as ~~the principal use~~. ~~No additional dwelling unit built on the lot either attached or separate from the principal unit without a conditional use permit authorizing such use shall be considered an accessory use.~~

Addition - Any walled or roofed expansion of a building connected to an existing building by a common load-bearing wall ~~other than a firewall~~. ~~Any walled and roofed addition that is connected by a firewall or is separated by independent perimeter load-bearing walls in new construction.~~

Adjacent - All properties immediately contiguous to a ~~development~~subject property ~~site~~, ~~including those that are separated from the site only by a road or other right-of-way or easement.~~

Adult Day Care - A non-medical facility for the daytime care of adult persons, and not exceeding twelve (12~~)~~ hours, who due to age or disability require assistance, companionship, association and or supervision during the day by staff members.

Agriculture (Horticultural) - An operation~~establishment~~ devoted to the tilling of the soil, the raising of crops, horticulture, orchards and gardens, but not including any agricultural industry or business such as fruit packing plants, canneries or agricultural processing facilities. ~~Agriculture (horticultural production) includes agricultural support housing, including the occupancy of any dwelling unit by the owner or agricultural employees and their families, without regard to duration, which occurs exclusively in association with the performance of agricultural labor.~~

Agriculture (Livestock) - An operation~~establishment~~ devoted to ~~the tilling of the soil, the raising of crops, pasture, and~~ livestock, but not including any agricultural industry or business such as fur farms, animal hospitals, feed lots or similar uses. ~~, and include~~~~ing~~Includes such uses as ~~crop farms,~~ dairy farms, livestock farms, poultry farms, general farms, horse farms, and similar uses. Agriculture (livestock production) includes agricultural support housing, including the occupancy of any dwelling unit by the owner or agricultural employees and their families, without regard to duration, which occurs exclusively in association with the performance of agricultural labor.

Alter or Alteration - To change, rearrange, enlarge, extend, or reduce any structure or part thereof on the same site.

Animal Rights – The right to keep animals on a property, including the number and type of animals allowed ~~on a property~~.

~~**Appliance Store** – An establishment primarily engaged in the retail sale of household appliances, radio or television supplies, or music supplies. Typical uses include establishments providing the following products or services; vacuum cleaners; radios; television sets; electric and gas appliances for household use; air-conditioning units; freezers; kitchen appliances including ranges, stoves and refrigerators; sewing machines; tape recorders; video cameras and recorders; computers and computer software.~~

Applicant - The property owner, or authorized agent of the property owner who files an application for development approval pursuant to this Code.

Application for Development Approval or Application - Any written request for approval or issuance of a development order, permit, or license including but not limited to General Plan or Development Code amendments, subdivision plats, site plans, building and development permits, variances, area plans and conditional use permits.

Apartment - Any room or suite of rooms in a multiple-family structure which is arranged, designed or used as a single housekeeping unit and has bathroom and kitchen facilities permanently installed.

Artisan Shop – A small shop, no larger than ~~one thousand five hundred~~five thousand (~~1,500~~5,000) square feet, involving the limited on-site production of custom prepared goods ~~by hand manufacturing, which involves only the use of hand tools,~~ and the incidental direct sale to customers. Typical production includes, but is not limited to: custom furniture, ceramic studios, glass blowing, candle making, custom jewelry, stained and leaded glass, woodworking, shoe repair, arts studio, photography studio, custom textile manufacturing, and crafts production.

Assisted Living Facility – A residential facility with a home-like setting that provides an array of coordinated supportive personal and healthcare services, available ~~twenty-four (~~24~~)~~ hours per day, to residents who have been assessed under Utah State Department of Health rules to need any of these services. Each resident shall have a service plan based on the assessment which may include:

1. specified services of intermittent nursing care;
2. administration of medication; and
3. support services promoting residents' independence and self-sufficiency.

For the purpose of defining assisted living facilities and associated words and terms, the following words shall have the following meanings:

1. Assisted Living Facility, Large Capacity – An assisted living facility accommodating more than eight residents, excluding staff. A large capacity assisted living facility is regulated under the assisted living facility use.
2. Assisted Living Facility, Limited Capacity – An assisted living facility accommodating not more than eight residents, excluding staff. All residents must be ambulatory which means a person who is capable of achieving mobility sufficient to exit a structure without the assistance of another person. If such a facility is located in an existing home and/or in a residential zone, this use is regulated as a Group Home as per Section 12.150. A limited capacity assisted living facility that does not meet the requirements of a Group Home use must be regulated under the assisted living facility use.

Athletic Instruction- The instruction of one or more types of athletic activities including dance, gymnastics, martial arts, sports and other related activities.

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Authorized Agent - Any person with valid authority provided by the Owner, as evidenced by a document, filed with the City, authorizing the Agent to represent the Owner, and acting on behalf of the Owner of land seeking a development order or development permit approval.

Automobile Rental - The business of renting, or leasing ~~or bailing of~~ vehicles for a term not exceeding four months and for a fixed rate or price.

Automobile Service and Repair ~~Services~~ - An establishment primarily engaged in the repair of automobiles, trucks less than 10,000 pounds of ~~G.V.W.~~gross vehicle weight, motorcycles, motor homes, recreational vehicles, or boats, including the sale, installation, and servicing of equipment and parts. Typical uses include muffler shops, auto repair garages, tire sales and installation, wheel and brake shops, body and fender shops, and similar repair and service activities, but excluding dismantling or salvage.

Automobile Service and Repair, Large - An establishment primarily engaged in the repair of large vehicles greater than 10,000 pounds of gross vehicle weight, including the sale, installation, and servicing of equipment and parts. Typical uses include large equipment repair, semi-truck repair, and similar repair and service activities, but excluding dismantling or salvage.

Automobile Sales - An establishment primarily engaged in the sale or rental of automobiles, noncommercial trucks, motorcycles, motor homes, recreational vehicles, or boats, including incidental storage, maintenance, and servicing. Typical uses include new and used car dealerships, motorcycle dealerships, and boat, trailer, or recreational vehicle dealerships.

~~**Automotive and Equipment Services** - An establishment primarily engaged in automotive-related or heavy equipment services. The following are automotive and equipment use types: automobile rentals, automobile washing, automotive repair services, commercial off-street parking, equipment repair services, equipment sales, service stations, and vehicle storage.~~

Auxiliary - Functioning in a subsidiary capacity.

Bakery, Retail – An establishment that produces and sells flour-based foods baked for consumption including bread, cookies, cakes, pastries, and pies.

~~**Bar** **Private Club** - An establishment serving alcoholic beverages for consumption on the premises. The term "bar" shall also include taverns, discotheques, nightclubs, private liquor clubs, and saloons.~~

~~**Barns, Stables, Stalls** - A roofed structure, with or without walls, used to shelter and keep horses, sheep, or other Category 1, 2, or 3 animals allowed in Section 12.120 D of this Code.~~

Basement - That portion of a building elevation in which 50% or more of the height (as measured from top of finished floor to top of foundation) is below finished grade.

Bed and Breakfast Inn - An owner-occupied detached single-family residence in which rooms are rented out separately for overnight lodging, and where at least a breakfast meal is served to the guests at no extra cost and where an innkeeper or employee is present at all times. Length of stay cannot exceed 30 consecutive days.

Bee Colony – An aggregation of bees in any type of hive that includes queens, workers, drones, or brood.

Bee Hive – A frame hive, box hive, box, barrel, log, gum skep, or other artificial or natural receptacle that may be used to house bees.

Berm - A man-made mound of earth contoured so as to form a mound above the general elevation of the adjacent ground or surface and used to shield and buffer various land uses or other activity.

Billboard – See Section 23.030 of the Lehi City Development Code.~~A freestanding sign used, designed or intended to direct attention to a business, product, or service that is not sold, offered, or existing on the property on which the sign is located.~~

~~**Boarding House** - A single family dwelling where rooms are provided for lodging for definite periods of times to one or more unrelated individuals. Meals may or may not be provided, but there is one common kitchen facility. No meals are provided to outside guests.~~

Body Art - The practice of physical body adornment by permitted establishments, operators, and registered body art technicians utilizing, but not limited to the following techniques: tattooing, branding, and scarification. This definition does not include microblading, fine-line tattoos, permanent cosmetics or body piercing, nor shall it include practices that are considered medical procedures by the state medical board, such as implants under the skin, which shall not be performed by a body art facility. Also excluded from this definition are semi-permanent tattoos such as henna.

Brewpub – A restaurant-type establishment that also has a beer brewery, producing beer in batch sizes not less than seven ~~(7)~~ U.S. barrels (31 gallons) on the same property which produces only enough beer for sale and consumption on-site or for retail carryout sale in containers holding less than two ~~(2)~~ liters. Automated bottle or canning production is prohibited. Revenue from food sales shall constitute at least ~~fifty~~ 50 percent ~~(50%)~~ of the total business revenues, including retail carryout sales of beer.

Building - Any walled structure used or intended for supporting or sheltering any use or occupancy.

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Building, Accessory - A building or walled structure which is ~~subordinate~~secondary to, and the use of which is incidental to, that of the principal building, structure or use on the same lot.

Building Area - The portion of a lot which is within the envelope formed by the required yards or setbacks and non-critical areas.

Building Frontage - That side of a building which faces and is parallel to or most nearly parallel to a public or private road.

Building Height - A vertical distance from the average finished grade to the highest point of the building.

Building and Property Maintenance Services - An establishment primarily engaged in the provision of maintenance and custodial services to firms or dwelling units. Typical uses include exterminating services, disinfecting services, janitorial services, landscape maintenance, or window cleaning services.

Building Material Supply Store - An establishment primarily engaged in retail or wholesale sale of materials used in the construction of buildings; lumber, paint, fixtures and hardware; but excludes those classified as one of the Automotive and Equipment Services use types. Typical uses include building material stores, tool and equipment rental or sales, and incidental storage.

~~**Building Material Storage and Wholesaling:**~~

Building Official - An employee of the City authorized to issue Building Permits and Certificates of Occupancy.

Building, Principal - A building in which is conducted the principal use of the lot on which it is situated. In a residential zoning district, any dwelling is deemed to be the principal building on the lot on which it is situated.

~~**Building Sign** - Any sign attached to and supported by a wall of a building or a wall of a structure, including a mansard roof. Any permanent sign placed on or behind glass or within a building and located in such a manner as to have an obvious intent to capture interest of those outside the building, shall be considered a building sign and shall be treated in the same manner.~~

Building Site - That part of a parcel of land designed to be occupied by the principal building and any accessory buildings.

Bulk - The size and shape of buildings, structures, and non-building uses; and the relationship of their exterior walls or their location to lot lines and other buildings or structures; and all open spaces required in connection with a building or structure. Bulk regulations include regulations dealing with lot area, ~~lot area per d~~welling units per acre, lot frontage, lot width, building height, required yards, ~~courts,~~ usable open space, the ratio of aggregate gross floor area to the area of the lot, spacing between buildings on a single lot, and the length of buildings in a row.

~~**Business Office** - An establishment primarily engaged in the provision of executive, management, or administrative services. Typical uses include administrative offices and services including real estate, insurance, property management, investment, personnel, travel, secretarial services, telephone answering, photocopy and reproduction, and business offices of public utilities, organizations and associations, or other use classifications when the service rendered is that customarily associated with administrative office services.~~

Cabinet and Woodworking Shop - a large-scale commercial (over 5,000 square feet) establishment for the purpose of manufacturing, sales, refinishing, or repair of cabinets, furniture, or other wood products.

Cannabis Cultivation - See Section 12.130 of the Lehi City Development Code

Cannabis Production - See Section 12.130 of the Lehi City Development Code

Capital Improvement - An existing public facility or improvement with a life expectancy of six or more years, owned and/or operated by or on behalf of the City, a public entity or a private service provider.

Carport - A roofed automobile structure open and unobstructed on two (2) or more sides.

Car Wash - An establishment primarily engaged in the washing and cleaning of passenger or recreational vehicles using automated equipment operated by one or more attendants or self-service facilities using customer operated equipment activated by a coin, token, card, or other similar means.

Cemetery - The use or intended use of land for the burial of the dead and dedicated for cemetery purposes, including columbaria, crematoriums, mausoleums, and mortuaries when operated in conjunction with and within the boundaries of such cemetery.

Change of Use - Any use which substantially differs from the previous use of a building or land or is classified as a different use on the Table of Uses., ~~*i.e.*, the previous use is in a different zoning district, as defined in this Code, than the proposed use.~~

Check cashing, Title Loans & Other Credit Services – An establishment engaging in the business of a check casher as defined in the Utah Check Cashing Registration Act, Utah Code Section 7-23-101 et.seq. (as amended). Check cashing is also defined as providing loans, cash advances, or other forms of credit upon presentation of a personal check or title to a vehicle to be held by the person or entity making the loan, cash advance, or providing the credit. Check cashing includes uses commonly known as payday advances/loans, deferred deposit loans, title loans, and other businesses of a similar nature. However, the definition of check cashing does not include the providing of credit to finance the initial purchase of personal property or the sale of such debt obligations to a factor or financial institution that purchases debt instruments connected with such transactions in the normal course of its business. Banks, credit unions, and pawnshops are not included in the definition of check cashing.

Child Day Care, Home Occupation - Is any activity that meets the requirements of Utah Admin. Code § R430-50-3, including the number of children allowed. ~~described in Utah Admin. Code § R430-50-3. The number of children allowed in attendance at one time must conform to the Utah State Regulations for residential child care found at Utah Admin. Code § R430-50-1, *et seq*. Any child day care must also comply with all other requirements set forth in Utah Admin. Code § R430-50-1, *et seq*.~~ The facility must also comply with any applicable IFC and IBC Codes.

Child Day Care, Commercial - Is the care of children within a residential or nonresidential structure providing for the care, supervision and protection for 13~~seven (7)~~ or more children and complying with all the requirements as licensed and monitored by the State of Utah Department of Human Services. For the purposes of this Code Child Day Care (Commercial) includes preschools offering educational programs to ~~thirteen (~~13~~)~~ or more children at any one time. The facility must also comply with any applicable IFC and IBC Codes.

Child Preschool, Home Occupation – Is the care of children within a residential structure, providing for the instruction and/or education of no more than ~~twelve (~~12~~)~~ children for less than three ~~(3)~~ hours at one time. All children participating in a preschool program must be a minimum of three ~~(3)~~ years of age. The facility must also comply with any applicable IFC and IBC Codes.

Church - An institution that persons regularly attend to participate in religious services, meetings, and other related activities.

~~**Cleaner** – An establishment primarily engaged in providing the following services: pressing and finishing, dry cleaning, tailoring, or clothing repair or alteration.~~

~~**Clothing Store** - An establishment primarily engaged in the retail sale of apparel and clothing.~~

~~**Climate Controlled Indoor Storage** – A fully enclosed facility providing temperature regulated individual and private storage spaces of varying sizes, leased or rented on individual leases for varying periods of time. All units must be accessible from an interior hallway and located inside of a larger structure. Wholesale or resale uses are prohibited. Any climate controlled indoor storage development must have the appearance of a storefront from all pubic roadways the development fronts upon.~~

Club - An association of persons for the promotion of some common object, members of which are admitted only upon invitation, and the chief activity of which is not conducted for profit.

Cluster - A development design technique that concentrates buildings in specific areas on a site to allow the remaining land to be used for recreation, common open space, other open space and for preservation of environmentally-sensitive and critical areas.

Commercial Campgrounds - Any plot of ground upon which two or more campsites are located, established, or maintained for occupancy by camping units as temporary living quarters for recreation, education, or vacation purposes.

Commercial Entertainment Facility – A recreation facility operated as a business on private or public property and open to the public for a fee, such as an

~~skating rink, mini-golf,~~ amusement park, laser tag facility, indoor go-cart race track, water park, paintball facility, or substantially similar uses, and support facilities customarily associated with the development.

Commercial Laundries, Linen Service- An industrial scale establishment where clothing, linens, rags, rugs, or other articles are washed.

Commercial Recreational Facility -A recreation facility operated as a business on private or public property and open to the public for a fee, such as a golf course, driving range, tennis court, skating rink, equestrian center, or substantially similar uses, and support facilities customarily associated with the development. ~~, skating rink, mini-golf, amusement park, water park, or substantially similar uses, and support facilities customarily associated with the development.~~

~~**Commercial Storage or Distribution** -~~

Commercial Uses - Retail business and service establishment, professional and governmental offices, and developed recreational uses.

Communications Tower - A structure intended for transmitting or receiving television, radio, or telephone communications.

Common Open Space - Facilities, land and yard areas identified within projects for the use and enjoyment of residents and maintained and operated by the City or an organization accepted by the City.

Commission - The planning commission of the City of Lehi, Utah.

Communications Facilities and Towers – See Section 12.140 of the Lehi City Development Code. ~~, **Communication Systems, Cellular and Mobile Phone Towers and other Antennas and Facilities**;~~

~~Antenna – A transmitting or receiving device used in telecommunication that radiates or transmits radio or phone signals.~~

~~Guyed Wire Tower – An open framed structure supported by guyed wires which extend away from the structure and are fastened to the ground, building or structure.~~

~~Lattice Tower – a self-supporting, multiple sided open framed structure used to support telecommunications equipment.~~

~~Low Power Radio Services Facility – An structure consisting of equipment used to transmit, receive, and transfer voice or data through radio wave or radio transmissions. Such facilities typically require the construction of support structures to which antenna equipment is attached.~~

~~Monopole – A single cylindrical pole that acts as the support structure for antennas.~~

~~Roof Mounted Antenna – An antenna or series of antenna mounted on an existing roof or mechanical room.~~

~~Wall Mounted Antenna – An antenna or series of antenna on the existing vertical wall of a building or structure.~~

~~Whip Antenna – An antenna that is generally cylindrical in shape that can be direction of omni-directional and which vary in size depending on the frequency and gain for which they are designed.~~

~~**Sketch Plan**~~**Concept Plan** - A sketch preparatory to the preparation of the preliminary plat or preliminary site plan to enable a property owner/developer to gain an understanding of City policies and development requirements that may be considered by the City in reviewing a development application.

Concrete Manufacture - an operation that produces concrete products used in construction including the stockpiling of bulk materials used in the production process or a finished product manufactured on the premise.~~:~~

Conditional Use - A use requiring special consideration and review in the manner identified in Chapter 9 of this Code.

Condominium - Any structure or group of structures, in which units are owned individually, and the structure(s), common areas and facilities are owned by all the owners on a proportional, undivided basis and which has been submitted to condominium ownership under the provisions of the Utah Condominium Ownership Act.

Conference Center, Convention Center, Reception Center – Facilities designed to host conferences, exhibitions, trade shows, receptions, ~~-~~ and other similar large group events. This use may also provide office

facilities and a range of leisure activities but does not include any residential, housing, or lodging uses, even on a temporary basis.

~~**Constitutional Taking** – Actions by the city involving the physical taking or exaction of private real property that might require compensation to a private real property owner because of:~~

1. ~~The Fifth or Fourteenth Amendment to the Constitution of the United States;~~
2. ~~Article I, Section 22, of the Utah Constitution;~~
3. ~~Any Court ruling governing the physical taking or exaction of private real property by a government entity.~~

~~Actions by the city involving the physical taking or exaction of private real property are not a Constitutional Taking if the physical taking or exaction:~~

1. ~~Bears an essential nexus to a legitimate governmental interest; and~~
2. ~~Is roughly proportionate and reasonably related, on an individualized property basis, both in nature and extent, to the impact of the proposed development on the legitimate government interest.~~

~~**Construction Sales** – An establishment primarily engaged in retail or wholesale sale of materials used in the construction of buildings; the wholesale sales of paint, fixtures and hardware; but excludes those classified as one of the Automotive and Equipment Services use types. Typical uses include building material stores, tool and equipment rental or sales, and incidental storage on lots other than construction sites.~~

Construction Service - An establishment providing services relating to the construction, maintenance or repair of dwellings and buildings, including plumbing, heating, air conditioning, painting, electrical services, masonry, carpentry, and roofing. Typical uses include building contractors, sub-contractors, and handyman services.

Construction Storage Yard - storage of large equipment, vehicles, or other materials commonly used for construction.

Convenience Store - A retail establishment smaller than 5,000 square feet offering for sale a limited range of prepackaged food products, ~~fast foods,~~ snacks, beverages, and household items.

Corral, Pen - A fenced, unroofed enclosure used to contain livestock or animals. The enclosure may be permanent or temporary and may consist of dirt or vegetation. Although similar to a corral, a pen is usually smaller in size and used to keep an animal(s) in a confined area such as a holding pen.

Country Club - A facility providing land area and buildings containing golf courses, recreational facilities, a clubhouse, and customary accessory uses, open only to members and their guests.

~~**Coving** - A method of subdivision design characterized by staggered setbacks with non-uniform home placement and lot shapes. Coving is used as an alternative to conventional "grid" subdivision layout to enhance aesthetics. When combined with winding roads, lot area can be increased while road area and infrastructure costs can be reduced.~~

Crematory- A place where the bodies of the dead are cremated.

Cultural and artistic uses – A facility for entertainment purposes that include but are not limited to museums, galleries, libraries, and performing art studios.

Day Treatment - A facility providing specialized treatment for less than 24 hours a day for four or more persons who are unrelated to the owner or provider and who have emotional, psychological, developmental, physical, or behavioral dysfunctions, impairments, or chemical dependencies. Day treatment is provided in lieu of, or in coordination with, a more restrictive residential or inpatient environment or service.

Dedication - The legal transference of land without sale by a property owner to a public agency.

Density - The number of dwelling units per acre with respect to residential land uses.

~~**Department Store** – A retail establishment offering a wide variety of merchandise and services usually organized in separate departments.~~

Developer - The owner or authorized agent of land proposed to be subdivided or developed who is responsible for any undertaking that requires review and/or approval pursuant to this Code.

Development or Development Activity - Any of the following activities requiring a permit pursuant to this Code:

1. Change in use.
2. Construction, clearing, filling, excavating,

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grading, paving, dredging, mining, drilling or otherwise significantly disturbing the soil of a site.
3. Building, installing, enlarging, replacing or substantially restoring a structure, impervious surface, or central water system and including the long-term storage of materials.
4. Erection of a permanent sign.
5. Alteration of a historic property for which authorization is required under this Code.
6. Any activity increasing the need for parking.
7. Construction, elimination or alteration of a driveway onto a public road.

Development Permit - Any building permit; conditional use permit; preliminary subdivision plat; final subdivision plat or other plat approval; preliminary site plan; final site plan; rezoning; or any other official action of the City or any state or local government commission, board, agency, department or official having the effect of permitting the development of land located within the corporate boundaries of Lehi City and subject to the provisions of this Code.

~~**District** - A portion of the city within which certain uses of land and buildings are permitted or prohibited and in which other buildings or land restrictions may be specified as set forth herein.~~

Dog Care Facility - A facility in which three or more dogs are trained, cared for, and boarded over-night. A dog care facility may include a permanent, fenced, outdoor enclosure used to contain dogs during daytime hours between 7:00 AM and 9:00 PM. Dogs shall be maintained indoors during over-night hours between 9:00 PM and 7:00 AM. As a requirement of approval, the Dog Care Facility shall conform with the standards set forth in Chapter 4 of the Municipal Code with respect to Kennel Standards and maintain a current Kennel Permit at all times.

Driveway - A way providing the most direct access for vehicles from a right-of-way to a garage, dwelling, other structure or parking space.

Drive Through Facility - A feature or characteristic of a use involving sales or products or provision of services to occupants in vehicles, including drive-in or drive- up windows.

Dwelling- Any structure designed or used for residential ~~purposes with~~purposes with cooking, sleeping and bathroom facilities that has been constructed to comply with all building codes of Lehi City, but not including hotels, ~~motels,~~ bed and breakfast, facilities nursing home rooms, etc., or structures used for short term residential leases.

Dwelling Unit - One or more rooms in a building or portion thereof designed, occupied, or intended as a residence for a family with complete and independent facilities for living, sleeping, eating, cooking, and sanitation provided within the dwelling unit. ~~See also Dwelling, Single Family.~~

Dwelling, Detached Single Family - A building arranged or designed to include only one dwelling unit occupied by one family (See definition of Family) located on a lot containing no other dwelling units other than an approved ADU (see definition for accessory dwelling unit) and containing no connected buildings across lot lines.

~~**Dwelling, Duplex** - A detached building under one ownership designed for, or altered to provide dwelling units for occupancy by two families living independently of each other with separate kitchens in each unit.~~

Dwelling, Two-Family (Duplex) - A building under single ownership designed for occupancy by two (2) families in separate dwelling units.

Dwelling, Three-Family - A building under one ownership arranged or designed to be occupied by three (3) families living independently of each other with each unit having its own kitchen, including apartment houses, but not including hotel ~~motels~~.

Dwelling, Four-Family - A building under one ownership arranged or designed to be occupied by four families living independently of each other with each unit having its own kitchen, including apartment houses, but not including hotel ~~motels~~.

Dwelling, Multi-Family - A building, or portion thereof, used and designed as a residence for Five (5) or more families living independently of each other with each unit having its own kitchen, including apartment houses, but not including hotel ~~motels~~. Individual units may be owned as condominiums or offered for rent.

Dwelling, Townhouse – An attached single-family dwelling unit constructed in a group of three or more attached units. Each unit extends from foundation to roof and with open space on at least two sides.

Dwelling, Twin Home – An attached single-family dwelling unit constructed in a group of two attached

units with each unit on its own lot with differing ownership. Each unit extends from foundation to roof and with open space on at least two sides.

Dwelling, Condominium - A single unit in a multi-unit project or structure which is separately owned which may be combined with an undivided interest in the common areas and facilities of the property.

Easement - An authorization by a property owner for the use by another or others, and for a specified purpose of any part of the property.

Electrical Substations and Power Transmission Lines, Municipal- Facilities used to transmit or distribute electricity which are owned by the City.

Electrical Substations and Power Transmission Lines, Non-Municipal- Facilities used to transmit or distribute electricity which are not owned by the City.

Equipment Sales and Rental - An establishment primarily engaged in the sale or rental of trucks of one ton or greater capacity, tractors, construction equipment, agricultural implements, or similar equipment, including incidental storage, maintenance, and servicing. Typical uses include truck dealerships, construction equipment dealerships, and mobile home sales establishments.

~~External~~ **Buffer** - A vegetated area along the exterior boundaries of a development which is maintained as open space in order to eliminate or minimize conflicts between such development and adjacent land uses.

Family – A person living alone or one, but not more than one, of any of the following groups living together as a single, nonprofit housekeeping unit, sharing common living, sleeping, sanitation, cooking, and eating facilities:

1. A head of household and any number of people who are all related to the head of household by blood, marriage, adoption, or court sanctioned guardianship; or
2. No more than four (4) persons when at least one of the individuals is unrelated; or
3. No more than two (2) unrelated adults and their children and other related family members.

Fence - A man-made barrier of any material or combination of materials erected to enclose or screen areas of land.

~~Final~~ **Site Plan** - ~~The map of a proposed development to be filed after approval by the City and any accompanying material as described in this Code.~~ A detailed plan showing the proposed placement of structures, parking areas, open space, landscaping, and other development features.

Final Subdivision Plat - The map of a subdivision to be recorded after approval by the City and any accompanying material as described in this Code.

Financial Institution and Services - An establishment engaged in the business of lending money and/or guaranteeing loans. Typical uses include banks, savings and loan institutions, stock and bond brokers loan, and lending activities.

~~**Financial Services** - An establishment primarily engaged in the provision of financial and banking services. Typical uses include banks, savings and loan institutions, stock and bond brokers loan and lending activities.~~

Food Processing, Animal~~—~~ – An establishment including the slaughtering processing, and packaging of livestock (excluding feed lots, outdoor corrals or pes for the
~~An establishment in which foods, grains, or raw materials are processed or otherwise prepared for human consumption, including dairy manufacturing, canning and preserving foods, grain milling, bakery products and beverage manufacturing.~~

Food Truck - A business that serves food or beverages from a self-contained unit either motorized or towed, and conducts all or part of its operations and commercial transactions on premises other than its own and is readily movable, without disassembling, for transport to another location.

Lot Frontage - the width of a lot, measured parallel to the street right-of-way at the front building setback. ~~All property abutting on one side of a street, between two intersecting streets, measured along the street line.~~

Funeral Home - An establishment engaged in undertaking services such as preparing the ~~human~~ dead for burial and arranging and managing funerals. Typical uses include funeral home or mortuaries but exclude cremation services.

Furniture Store - An establishment primarily engaged in the retail sale of furniture and furniture accessories. Typical uses include establishments providing the following products: furniture, floor

coverings (including carpet), draperies, curtains, upholstery, china, glassware, metal ware, and fireplace screens and accessories.

Garage, Private - A detached accessory building, or a portion of a principal building, used for the storage of motor vehicles for the tenants or occupants of a specific building and not by the general public.

General Plan - A plan for the city, allowed by state law, prepared and adopted by the Planning Commission and City Council, and including maps, texts, charts, and graphs.

Golf Course - A parcel of land laid out for at least nine holes for playing the game of golf and improved with trees, greens, fairways, and hazards and that may include a clubhouse and shelter.

~~**Governmental** C~~ **Use** - A building or structure primarily used for the provision of services by governmental or public agencies, including the city, state or federal agencies. Typical uses include public administrative offices, animal shelters, maintenance facilities, active open space owned and operated by a public entity, fire stations, police stations, utility buildings and similar services.

Grade - The average of the existing ground level at the center of all walls of a building. In case walls are parallel to, and within five feet of, a sidewalk, the ground level shall be measured at the sidewalk.

Greenhouse, Commercial - A building with glass or plastic walls and roof in which plants are raised under controlled conditions for commercial use including experimental purposes, for transplanting, or for sale.

Greenhouse, Private - A building with glass or plastic walls and roof in which plants are raised under controlled conditions for personal use on the property where the greenhouse is located.

Grocery Store - A store that sells food and household supplies and is larger than 25,000 square feet in size.

Grocery Store - Small - A store that sells food and household supplies and is 25,000 square feet in size or smaller.

Group Home – A living arrangement where a group of unrelated individuals live together in a single dwelling unit and does not constitute a healthcare facility.

Group Home for Persons w~~W~~ith a Disability - A residence in which more than one person with a disability resides and is licensed or certified by the Department of Human Services under Utah Code Title 62A, Chapter 2, Licensure of Programs and Facilities.

Guarantee - Escrow bond in an amount and form satisfactory to the City. All guarantees shall be approved by the City wherever required by these regulations.

Hardware Store - An establishment primarily engaged in the retail sale of a number of basic hardware lines, such as tools, builders' hardware, paint and glass, house wares and household appliances, and cutlery.

Health/Fitness Facility - A facility that offers its users amenities for exercising and physical conditioning.

~~**Health Service** - An office, clinic, laboratory or any other facility engaged in furnishing medical, surgical or other services including a physician, dentist, dental technician, chiropractor, acupressurist, acupuncturist, therapist, counselor or other similar occupation.~~

Health Care Facility - ~~General acute hospitals, s~~Specialty hospitals, home health agencies, hospices, nursing care facilities, residential health care facilities, birthing centers, ambulatory surgical facilities, small health care facilities, facilities owned or operated by health maintenance organizations, and any other health care facility as defined by the Utah Health Care Facility Licensure and Inspection Act, Utah Code '26-1-2. Health care facility does not include the offices of private physicians or dentists, whether for individual or group practice.

Health Club - Private clubs (athletic, health or recreational), with full service facilities including but not limited to showers, lockers, pools and saunas.

Hedge - A compact planting of any type of plant or shrub, which acts or is intended to act as a fence.

Heliport - any helicopter landing area used, designed or intended to be used for the receiving or discharging of passengers and cargo and shall include any appurtenant facilities for passengers, cargo, or for the servicing, repair, shelter or storage of helicopters.

Hobby Garage - individual condominiumized units used for personal use that Is not considered a residential, business or retail use, such as a hobby or storage of vehicles and personal property.

Home Occupation - Is any gainful occupation or profession conducted in a dwelling unit engaged in by an occupant of the unit.

Hospital - An establishment providing primary health services and medical or surgical care to persons, primarily inpatients, suffering from illness, disease, injury, deformity, and other abnormal physical or mental conditions and including, as an integral part of the institution, related facilities, such as laboratories, emergency treatment facilities, diagnostic services, out-patient facilities, training facilities, medical offices, or staff residences.

Hotel - An establishment containing sleeping rooms for the temporary occupancy of guests including a lobby, meeting rooms, recreation facilities, group dining facilities and/or other facilities or activities customarily associated with hotels, but not including boarding houses or apartments. Hotels may include the use of extended stay facilities provided they meet the occupancy and design requirements of Section 12.130-B of this Code.

Indoor Shooting Range - a specialized facility designed for firearm usage qualifications, training, practice, or competitions.

~~**Indoor Entertainment and Theaters** - A permanent structure containing facilities for entertainment purposes for drama, dance, musical, or other live performances.~~

Juvenile Group Facility – A 24-hour group living environment for adolescents under the age of 18, unrelated to an owner or operator that offers room, board or specialized services to residents.

Kennel - Any lot or premises or portion thereof on which three (3) or more dogs, cats and other household domestic animals are maintained, boarded, bred or cared for in return for compensation or kept for sale.

Laboratory (Medical, Dental, Optical) - An establishment primarily engaged in commercial or noncommercial physical and biological research, development, and production of products for the medical, dental, or optical profession.

~~**Laundromat**~~**Laundry Services** - An establishment primarily engaged in providing the following services: pressing and finishing, dry cleaning, washing, tailoring, or clothing repair or alteration. The establishment can include ~~An establishment within which clothes~~ washing and drying machines, and clothes dry cleaning machines, either coin operated or attendant operated, and are provided on a rental basis for use by individuals doing their own laundry and dry cleaning. ~~Laundromat~~ Does not include outdoor drying facilities.

Light Manufacturing, Processing, and Assembly - An establishment engaged in the manufacture, predominantly from previously prepared materials, of finished products or parts, which are not obnoxious or offensive by reason of emission of odor, dust, smoke, noxious gases, noise, vibration, glare, heat or other impacts. Also, ~~,~~ includes~~ing~~ the processing, fabrication, assembly, treatment, and packaging of such products, and incidental storage, sales and distribution. ~~Light manufacturing includes the manufacturing of the following items and similar goods: professional instruments, photographic equipment, watches/clocks, jewelry, musical instruments, toys/sporting goods, office supplies and equipment.~~This use does not include the processing of animal, vegetable or fish products or the rendering and refining of fats and oils. It also encloses all equipment, compressors, generators and other ancillary equipment within a building or structure. Light manufacturing includes the manufacturing of the following items and similar goods: professional instruments, watches/clocks, jewelry, musical instruments, toys/sporting goods, office supplies and equipment, and other similar products as approved by the Planning Commission.

Light Office/Warehouse Combination – A commercial building, no larger than thirty thousand (30,000) square feet, designed for office and light warehouse uses. Usable office space shall comprise a minimum of fifty percent (50%) of the total square footage, and usable warehouse space shall not exceed fifty percent (50%) of the total square footage. Facades fronting roadways shall have an office/storefront appearance. Roll-up doors shall be on facades not fronting roadways. Tilt-up concrete construction is prohibited.

~~**Limited Warehousing and Distribution** - An establishment offering wholesaling, storage and warehousing services within enclosed structures. Typical uses include wholesale distributors, storage warehouses,~~

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~~and moving and storage firms.~~

Liquor Store – A State-run facility engaged in the retail sale of packaged alcoholic beverages, such as ale, beer, wine, and liquor, for consumption off the premises.

Loading and Unloading Spaces - A permanently maintained space on the same lot as the principal building with access to a road and not less than ten (10) feet in width, twenty (20) feet in length, and fourteen (14) feet in height.

Lot - A parcel or unit of land described by metes and bounds and held or intended to be held in separate lease or ownership, or shown as a lot or parcel on a recorded subdivision, or shown on a plat used in the lease or sale or offer of lease or sale of land resulting from the division of a larger lot, parcel, or tract into two (2) or more smaller lots or units.

Lot Area - The area of a horizontal plane within the lot lines of a lot.

Lot, Corner - A lot which has an interior angle of one hundred thirty-five (135) degrees or less at the intersection of two (2) road lines. A lot abutting upon a curved road is considered a corner lot if the tangents to the curve at the points of intersection of the side lot lines intersect at an interior angle of one hundred thirty-five (135) degrees or less.

Lot Coverage - The percentage of the area of a lot that is occupied by all buildings, and other covered structures and impervious surfaces.

~~**Lot Depth** - For lots having front and rear lot lines which are parallel, the shortest horizontal distance between such lines; for lots having front and rear lot lines which are not parallel, the shortest horizontal distance between the midpoint of the front lot line and the midpoint of the rear lot line; and for triangular shaped lots, the shortest horizontal distance between the front lot line and a line within the lot parallel to and at a maximum distance from the front lot line, having a length of not less than ten (10) feet.~~

Lot, Double-Sided - A lot having frontage on two parallel or approximately parallel streets.

Lot, Interior - A lot other than a corner lot.

Lot Line - Any line defining the boundaries of a lot.

Lot Line, Front - The boundary of a lot that separates the lot from the road. In the case of the corner lot, the front lot line is the shorter of the two (2) lot lines separating the lot from the road except that where these lot lines are equal or within fifteen (15) feet of being equal, either lot line may be designated the front lot line but not both.

Lot Line, Rear - The boundary of a lot which is most distant from, and is most nearly, parallel to the front lot line; except that in the absence of a rear lot line as is the case of the triangular shaped lot, the rear lot line may be considered as a line within the lot, parallel to and at a maximum distance from the front lot line, having a length of not less than ten (10) feet.

Lot Line, Side - The boundary of a lot, which is not a front lot line or a rear lot line.

Lot of Record - A lot, which is part of a subdivision, the plat of which has been recorded in the office of the County Recorder. "Lot of record" does not include any subsequent conveyance that divides the lot into two or more parcels without a duly approved resubdivision.

~~**Lot Width** - For rectangular lots, lots having side lot lines not parallel, and lots on the outside of the curve of a road, the distance between side lot lines measured at the required minimum front yard line on a line parallel to the road or street chord; and for lots on the inside of the curve of a road, the distance between side lot lines measured at the required minimum front yard line on a line parallel to the road.~~

Lumber~~y Y~~ard - An establishment that contains facilities for the sawing, loading or storage of lumber or timber, but not including industrial milling or planning operations.

Main Floor - Split Entry - That portion of the building that fronts on a dedicated city street and is entered at or above finished grade between floors and is the upper level.

Main Floor - Split Level - That portion of the building that fronts on a dedicated city street and is entered at or above finished grade and includes the entry level and the next level up.

Main Floor - Two-Story - The level of that portion of the building that fronts on a dedicated city street and is entered at or above finished grade.

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Commented [KS1]: This is how we determine where the rear lot line is for building setbacks for a triangular shaped lot, but it's not really clear that this is what we are determining here. Maybe we need to combine this with a definition of rear lot line?

Commented [JC2R1]: Talk to Gary

Commented [KS3]: So what about Main Floor – single story?

Commented [JC4R3]: Talk to Gary

Manufacturing, Processing, and Assembly — An establishment specializing in the manufacture, processing or packaging of food and beverage products, technology products, electronic components, personal hygiene products and cosmetics, drugs and pharmaceuticals, and other similar materials or products as approved by the Planning Commission. Also includes the processing, fabrication, assembly, treatment, and packaging of such products, and incidental storage, sales and distribution.

Manufactured Home - A multisectional transportable mobile home not exceeding two (2) stories in height and manufactured after June 15, 1976, and Department of Housing and Urban Development approved which is subject to and complies with the federal manufactured home construction and safety standards (42 U.S.C. ' 5403), that when joined forms a residence for human occupancy that measures twenty (20) feet by forty (40) feet or larger and is designed to be installed on a permanent foundation system which can be a permanent foundation wall.

Manufactured Home Sales - A place where prefabricated housing (assembled in factories and transported to the site of use) is sold.

Marina - a harbor with docks, launching ramps, or other supporting facilities designed for small boats and other watercraft.

Medical Cannabis Pharmacy- See Section 12.130 of the Lehi City Development Code

Medical, Dental, and Optical ~~and Dental~~ Clinics – The office of practitioners of the healing arts, and the primary use is the delivery of health care services and where no overnight accommodations are provided.

~~**Medical Laboratory** - An establishment primarily engaged in providing professional analytic or diagnostic services to the medical profession, or to the patient on prescription of a physician.~~

~~**Medical Research Facility** - An establishment primarily engaged in commercial or noncommercial physical and biological research and development for the medical profession.~~

~~**Mixed Use Development or Mixed Use Project** - a proposed development that includes primary nonresidential and primary residential uses on the same development site.~~

~~**Mixed Use Residential/Commercial Structure**~~**Vertical Mixed Use** - A structure in which residential and commercial uses ~~permitted in a zoning district authorizing mixed use structures~~ are located within the same building ~~in any arrangement.~~with residential located above commercial.

Modular Home - A dwelling unit constructed in accordance with the standards set forth by the Department of Housing and Urban Development and composed of components substantially assembled in a manufacturing plant and transported to the building site for final assembly on a permanent foundation.

~~**Motel** - An establishment containing sleeping rooms for the temporary occupancy of guests, which may or may not have individual room entrances from outside. Motels may include a lobby, meeting rooms, recreation facilities, group dining facilities and/or other facilities or activities customarily associated with motels, but not including boarding houses, apartments, mobile home parks, or travel trailer parks. All motels must meet the occupancy and design requirements of Section 12.140 B of this Code.~~

Movie Theater - An establishment primarily engaging in the presentation of motion pictures.~~.~~

Moving and Storage Facilities – A facility engaged in the moving of household or office furniture, appliances, and equipment from one location to another, including the temporary indoor storage of those same items.

Nightclub/Dance Hall – Any establishment that provides dancing involving a dance floor with two hundred (200) square feet of floor area or greater with music or live entertainment and may include~~in conjunction with~~ the sale, service, or consumption of alcoholic beverages.

Nonconforming structure - A structure that does not conform to the yard coverage, height, setback or other physical dimensional requirement of the district but was legal when originally built.

Nonconforming use - An activity which is not an allowed use within the Zoning District and which may not conform to the use standards, including parking, regulations in the district in which it is situated but was legal when originally built.

Nursing Home - An establishment described also as a "rest home," or "convalescent home," other than a

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hospital, in which persons are lodged and furnished with care rather than diagnoses and treatment.

~~**Office** - A room or group of rooms used for conducting the affairs of a business, profession, service, industry or government; unless specifically excluded it includes financial institutions, health services and real estate offices.~~

Offices, Professional - A room or group of rooms used for conducting the affairs of a business, profession, service, industry, or government and generally furnished with desks, tables, files, and communication equipment.

Office Warehouse - A commercial building, no larger than one hundred thousand (100,000) square feet designed for office and warehouse uses. Usable office space shall comprise a portion of the total square footage.

Oil & Gas Transmission Lines- Utility lines used to transport oil and natural gas from their respective gathering systems to refining, processing, or storage facilities, as well as refined products to customers.

Open Space - means and refers to the following:

1. Active open space, or any park and recreational facility that is not dependent upon a specific environmental or natural resource, which is developed with recreation and support facilities that can be provided anywhere for the convenience of the user. Activity-based recreation areas include, but are not limited to, baseball or softball fields, football or soccer fields, basketball courts, tennis courts, picnic areas, playgrounds, and trails; and
2. Passive open space, or areas in and located due to the presence of a particular natural or environmental setting and which may include conservation lands providing for both active and passive types of resource-based outdoor recreation activities that are less formalized and more program-oriented than activity-based recreation. Resource-based outdoor recreation means and refers to activities requiring a natural condition that cannot easily be duplicated by man and includes, but is not limited to, boating, fishing, camping, enhancement areas, nature trails, nature study, and view areas.
3. Roadway areas including rights of way, parking lots, lawns, setback areas or other undisturbed portions of building lots shall not constitute open space.

Outdoor Sales and Display – The display of goods and materials, incidental to an allowed use, on the premises of the existing business. ~~–~~Items must be placed on a hard-surface, outside of public right-of-way ~~and required parking areas~~. For the purposes of this definition, occasional sidewalk sales shall not be considered as outdoor sales and display.

Outdoor Storage - ~~The keeping, in an unroofed area, of any products and equipment, excluding any company passenger vehiclesgoods, material, merchandise, in the same place for more than 24 hours.~~ The keeping, in an unroofed area, of any goods, supplies, equipment, or materials, in the same place for more than 24 hours.

~~**Outdoor Race Tracks for ATV and Motocross or other Motorized Sports Recreational Facilities** - **Motorized Sports Recreational Facilities (includes private or commercial)**- an outdoor track designated for recreational motorized sports, such as ATV's or Motocross.~~

~~**Outdoor Recreation** – An area used primarily for recreational activities occurring in an outdoor, unenclosed area, including amusement parks, fairgrounds, driving ranges, drive-in theaters, amphitheaters, and similar uses.~~

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Owner - Any person, or group of persons, firm or firms, corporation or corporations, or any other legal entity having legal title to or sufficient proprietary interest in the land sought to be developed or subdivided under these regulations.

Parking Lot - An unenclosed area, other than a road or right-of-way, devoted to parking spaces for four or more motor vehicles.

Parking Lot, Commercial - A parking lot used for the parking of automobiles for compensation.

Parking Space - An area maintained for the parking or storage of a motor vehicle, which is graded for proper drainage and is hard surfaced with asphalt, brick pavers, concrete or similar material~~porous paved~~.

Parking Structure - A fully enclosed structure designed and intended for parking or storage of more

than four vehicles.

Pasture – a fenced area of land covered with at least 50% grass or other living vegetation used or suitable for the grazing of livestock or animals.

Pawn Shop – An individual or business entity who loans money on deposits of personal property or deals in the purchase, exchange or possession of personal property, on condition of selling the same back again to the pledgor or depositor, or who loans or advances money on personal property by taking chattel mortgage security thereon and takes or receives such personal property into his possession, and who sells the unredeemed pledges together with such new merchandise as will facilitate the sale of the same.

Permitted Use - A use of allowed by right under the provision of the Code.

Personal Services - A business which provides a service, such as a beauty salon, a barbershop, hair, nail, massage services and tanning salons. Also includes microblading, fine line tattoos, henna tattoos, permanent cosmetics, and body piercings. Personal services does not include Sexually-oriented Businesses or Body Art Facilities; except that a licensed and approved personal services business may include body art as a portion of provided services, so long as body art does not comprise more than 10% (ten percent) of the total business and the body art facility is located towards the rear of the establishment in an area separated from the rest of the business by a door that can be shut.

Pet Grooming Facility – A business dedicated to the grooming and care of household pets, including dogs, cats, birds, and other similar animals. This use does not include overnight boarding (kennel) or medical care (veterinary office) for animals.

Pharmacy – A business where medicinal drugs and medicine are prepared, preserved, dispensed, and sold.

~~**Photo finishing Laboratory, Retail** - An establishment primarily engaged in developing film and in making photographic prints and enlargements for the general public.~~

~~**Photo finishing Laboratory, Commercial/Industrial** An establishment primarily engaged in developing film and in making photographic prints and enlargements for other commercial, industrial, service or retail businesses.~~

Plat Amendment - A change in a map of an approved or recorded subdivision plat if such affects any street layout in such map or area reserved thereon for public use, or any lot line; or if it affects any map or plan legally recorded prior to the adoption of any regulations controlling subdivisions.

Plant Nursery – A business where plants are grown for transplanting or for sale. ~~:~~

Point Source - Any discernible confined and discrete conveyance, including but not limited to any pipe, ditch, channel, tunnel, conduit, well, fissure, container, rolling stock, concentrated animal feeding operation, or vessel or other floating craft, from which pollutants are or may be discharged.

Portable Storage Container - ~~A container that is either rented or purchased that is specifically designed and manufactured for use as a temporary storage device, not exceeding 8 feet in width by 40 feet in length or a total enclosed area of 320 square feet. This definition does not include truck trailers, used semi boxes or other similar containers that have been modified from a previous use.~~Generally a repurposed intermodal shipping container, which are available in various modular sizes that can be conveniently moved, and not exceeding 8 feet in width by 40 feet in length or a total enclosed area of 320 square feet. This definition does not include truck trailers, used semi boxes or other similar containers that have been modified from a previous use.

Portable Storage Container Sales- a location where portable storage containers are sold.

Preliminary Plat - The preliminary drawing or drawings, described in this Code, indicating the proposed manner or layout of the subdivision.

Preliminary Site Plan - The preliminary drawing or drawings, described in the Code, indicating the proposed manner or layout of a proposed nonresidential, attached residential or mixed-use development.

Premises - Land and/or buildings or other improvements thereon.

Principal Use - The main use of land or a building (as distinguished from an accessory use).

Printing and Publishing Facility - An establishment

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devoted to the processing, binding, or distribution of reading materials including newspaper, periodical, book publishing, commercial printing, business forms, greeting card manufacturing, book-binding, printing, typesetting and similar uses.

Private School - An educational institution, not operated by a political entity of the State for which entrance or tuition fees are charged for attendance.

Private Utilities - Includes power, telephone, natural gas, cable television and private water supply service.

~~**Public Dance:** Any dance other than those conducted and supervised by a church or public school to which admission can be had by the payment of a fee, or by the purchase, possession, or presentation of a ticket or token; or in which a charge is made for caring for clothing or other property; or by the payment of a fee for music for the dance; or any other dance to which the public generally gain admission, with or without payment of a fee.~~

~~**Public Dance Hall** – Any room, place or space in which a public dance may be held. The on-premise sales, service, or consumption of alcoholic beverages is not permitted in conjunction with this use. (see *nightclub* definition)~~

Public Improvement - Any drainage ditch or system, roadway, parkway, sidewalk, pedestrian way, tree, lawn, off-street parking area, lot improvement, water or sewer system, or any other facility for which the City may ultimately assume the responsibility for maintenance and operation, or which may affect an improvement for which City responsibility is established. All such improvements shall be properly guaranteed and installed as per City codes, specifications and regulations.

Public Use - A use operated exclusively by a public body, or quasi-public body, such use having the purpose of serving the public health, safety, or general welfare, and including uses such as public schools, parks, playgrounds, and other recreational facilities, administrative and service facilities.

Public Utility - Any company, or municipal department, duly authorized to furnish under public regulation, electricity, gas, steam, telephone, and transportation. water, or sewer service.

Public Utility Building - Any buildings or premises used for the administration of public utility repair, maintenance and installation crews, including parking for vehicles not to exceed two tons rated capacity, but not including warehouses or storage yards.

~~**Real estate** - The occupation of real estate broker or agent, title insurance, real estate investment, real estate management, real estate developer or similar business.~~

Recreation, Private - A recreation facility operated on private property and not open to the public, including recreation facilities owned by a homeowner or home~~property~~ owners association for private use by members.

Recreation, Public - A recreation facility or service provided through the use of recreational facilities, systems or improvements operated by a public agency and open to the public with or without a fee.

Recycling Center - A building, structure, or land area used for the collection, processing or transfer of recyclable materials such as glass, paper, plastic, cans, or other household scrap materials.

Recycling Collection ~~Center~~Station – A building or structure used for the collection of recyclable materials such as glass, paper, plastic, cans, or other household scrap materials.

Rehabilitation and Treatment Facility, Drug and Alcohol - A 24-hour group living environment for individuals unrelated to the owner or operator that offers room or board and specialized treatment, rehabilitation, or habilitation services for persons with current chemical dependencies.

Research and Development Facilities – An establishment or complex of structures located in a building whose dimension are intended to foster physical, chemical, and biological research and/or experimentation involving but not limited to controlled simulation of factors, development of prototypes, chemicals, commodities, pharmaceuticals, information technology, electronics and instrumentation for academic and industrial purposes. Light manufacturing may be included as an ancillary use depending on the impact of activity on neighboring property and scale of the premises.

Restaurant - A building in which food is prepared and served for consumption within the premises. Typical uses include buffets; cafes; cafeterias; caterers; coffee shops; dairy bars; diners; dining rooms;

dinner theaters; fast food restaurants; food bars; frozen custard, ice cream and yogurt stores; luncheonettes; pizza parlors and pizzerias; sandwich bars; and snack shops. Alcohol may be served on the premises; however revenue from food sales shall constitute at least fifty percent (50%) of the total business revenue.

~~**Restaurant, Drive-in, or Drive-up Window** - A building in which food is prepared and served for consumption on the premises, and which includes a facility which allows food to be ordered and taken from the premises for consumption elsewhere, without leaving a vehicle.~~

Retail Sales, General - An establishment primarily engaged in the sale or rental of commonly used goods and merchandise for personal or household use, but excluding those classified more specifically in this section. Typical uses include department stores~~, grocery stores~~, sporting goods stores, home furnishings, electronics and appliances, wallpaper, carpeting and floor-covering, or automotive parts and accessories excluding service and installation. ~~(excluding service and installation)~~.

Ridgeline - An area including the crest of a hill or slope and a vertical, perpendicular distance of one-hundred and fifty (150) feet on either side of the crest.

Right-of-Way - Land acquired and owned by a governmental agency or public utility and reserved for public use.

Rock, Sand, Gravel, and Topsoil Storage and Distribution - a facility that stores and sells rock, sand, gravel, and topsoil. This use includes all associated screening, transportation, and distribution infrastructure, but does not include mining.

School - Any building or part thereof that is designed, constructed or used for education or instruction, whether public or private, in any branch of knowledge, and which is State licensed and accredited by the Northwest Association of Schools and Colleges.

Schools- Vocational and Technical - An educational facility that offers an organized sequence of courses which directly relate to preparing individuals for employment in a specialized field.

~~**Service Station** - An establishment in which gasoline and other petroleum products are sold and/or light maintenance activities such as engine tune-ups, lubrication, minor repairs, and carburetor cleaning are conducted. Service stations shall not include premises where heavy automobile maintenance activities such as engine overhauls, automobile painting, and body fender work are conducted.~~

Setback - The shortest distance between the property and the closest projection of the building excluding uncovered steps or roof eaves, but including pillars or posts supporting roofs or patio covers. A roof overhang may extend a maximum of 18 inches beyond the hardwall, pillar or post from which the setback is measured. To the extent that such overhang exceeds 18 inches, the setback is calculated from the 18-inch overhang line.

Setback line - The line which is the required minimum distance from the property line that establishes the area within which any structure may be erected or placed.

Sexually-oriented Business – For the purpose of defining sexually-oriented businesses and associated words and terms see Title 4, Chapter 5 – Sexually Oriented Business and Employee Licensing Ordinance of the Lehi City Municipal Code. ~~, the following words shall have the following meanings:~~

~~(1) "Adult Bookstore", "Adult Novelty Store" or "Adult Video Store" means a commercial establishment:~~

~~(a) Which excludes minors from more than fifteen percent of the retail floor or shelf space of the premises; or~~

~~(b) Which, as one of its principal purposes, offers for sale or rental, for any form of consideration, any one or more of the following: books, magazines, periodicals, or other printed matter; or photographs, films, motion pictures, video cassettes, or video reproductions, slides, or other visual representations, the central theme of which depicts or describes "specified sexual activities" or "specified anatomical areas"; or instruments, devices, or paraphernalia which are designated for use in connection with "specified sexual activities," except for legitimate medically recognized contraceptives.~~

~~(2) "Adult Business" means an adult motion picture theater, adult theater, adult bookstore, novelty store or adult video store.~~

~~(3) "Adult Motion Picture Theater" means~~

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a commercial establishment which:

(a) Excludes minors from the showing of two consecutive exhibitions (repeated showings of any single presentation shall not be considered a consecutive exhibition); or

(b) As its principal business, shows, for any form of consideration, films, motion pictures, video cassettes, slides, or similar photographic reproductions which are primarily characterized by the depiction or description of "specified sexual activities" or "specified anatomical areas."

(4) "Adult Theater" means a theater, concert hall, auditorium, or similar commercial establishment which:

(a) Holds itself out as such a business; or

(b) Excludes minors from the showing of two consecutive exhibitions (repeated performance of the same presentation shall not be considered a consecutive exhibition); or

(c) As its principal business, features persons who appear in live performances in a state of semi-nudity or which are characterized by the exposure of specified anatomical areas or by specified sexual activities.

(5) "Employ" means hiring an individual to work for pecuniary or any other form of compensation, whether such person is hired on the payroll of the employer, as an independent contractor, as an agent, or in any other form of employment relationship.

(6) "Escort" means any person who, for pecuniary compensation, dates, socializes, visits, consorts with, or accompanies or offers to date, consort, socialize, visit, or accompany another or others to or about social affairs, entertainment, or places of amusement, or within any place of public or private resort or any business or commercial establishment or any private quarters. "Escort" shall not be construed to include persons who provide business or personal services, such as licensed private nurses, aides for the elderly, or handicapped, social secretaries or similar service personnel whose relationship with their patron is characterized by a bona fide contractual relationship having a duration of more than twelve hours and who provide a service not principally characterized as dating or socializing. "Escort" shall also not be construed to include persons providing services such as singing telegrams, birthday greetings, or similar activities characterized by appearances in a public place, contracted for by a party other than the person for whom the service is being performed and of a duration not longer than one hour.

(7) "Escort Service" means an individual or entity who, for pecuniary compensation, furnishes or offers to furnish escorts, or provides or offers to introduce patrons to escorts.

(8) "Escort Service Runner" means any third person, not an escort, who, for pecuniary compensation, acts in the capacity of an agent or broker for an escort service, escort, or patron by contacting or meeting with escort services, escorts, or patrons at any location within the City, whether or not such third person is employed by such escort service, escort, patron, or by another business, or is an independent contractor or self-employed.

(9) "Operator" means the manager or other natural person principally in charge of a sexually-oriented business.

(10) "Outcall Services" means services of a type performed by a sexually-oriented business employee outside of the premises of the licensed sexually-oriented business, including but not limited to escorts, models, dancers and other similar employees.

(11) "Patron" means any person who contracts with or employs any escort services or escort or the customer of any business licensed pursuant to this Chapter.

(12) "Pecuniary Compensation" means any commission, fee, salary, tip, gratuity, hire, profit, reward, or any other form of consideration.

(13) "Person" means any person, unincorporated association, corporation, partnership, or other legal entity.

(14) "Semi-nude" means a state of dress in which:

(a) Fully opaque clothing completely covers the human female breast below a point immediately above the top of the areola, and in the case of a female performer, covers the areola and nipple of such performer in a shape and color other than the natural shape and color of the nipple and areola; and

(b) The male or female genitals, pubic region, buttocks, and anus, are covered by fully opaque clothing no narrower than four inches wide in the front and five inches wide in the back, which shall not taper to less than one inch wide at the narrowest point.

(15) "Semi-nude Dancing Agency" means any person, agency, firm, corporation, partnership, or any other entity or individual which furnishes, books, or otherwise engages or offers to furnish, book, or otherwise engage the service of a professional dancer licensed pursuant to this Chapter for performance or appearance at a business licensed for adult theaters.

(16) "Semi-nude Entertainment Business" means a business, including adult theater, where employees perform or appear in the presence of patrons of the business in a state of semi-nudity. A business shall also be presumed to be a semi-nude entertainment business if the business holds itself out as such a business.

(17) Sexually-oriented Business means semi-nude entertainment businesses, sexually-oriented outcall services, adult businesses, and semi-nude dancing agencies, as defined by this Chapter.

(18) "Sexually-oriented Business Employees" means those employees who work on the premises of a sexually-oriented business in activities related to the sexually-oriented portion of the business. This includes all managing employees, dancers, escorts, models, and other similar employees, whether or not hired as employees, agents, or as independent contractors. Employees shall not include individuals whose work is unrelated to the sexually-oriented portion of the business, such as janitors, bookkeepers, and similar employees. Sexually-oriented business employees shall not include cooks, serving persons, and similar employees, except where they may be managers or supervisors of the business. All persons making outcall meetings under this Chapter, including escorts, models, guards, escort runners, drivers, chauffeurs, and other similar employees, shall be considered sexually oriented business employees.

(19) "Specified Anatomical Areas" means the human male or female pubic area, genitalia, buttocks, or anus; or the human female breast below a point immediately above the top of the areola.

(20) "Specified Sexual Activities" means:

(a) Acts, whether real or simulated, of: (i) masturbation, (ii) human sexual intercourse, (iii) sodomy, (iv) fellatio, (v) cunnilingus, or (vi) bestiality.

(b) Manipulating, caressing, or fondling, or simulating the manipulation, caressing, or fondling by any person of: (i) the genitals of a human, (ii) the pubic area of a human, (iii) any part of the breast or breasts of a human female; or (iv) any part of the human buttocks or anus.

(c) Actual or simulated sadomasochistic acts, flagellation, or torture by or upon a person clad in undergarments, a mask or bizarre costume, or the condition of being fettered, bound or otherwise physically restrained on the part of the one so clothed.

(d) The actual or simulated display of human male genitalia in a discernibly turgid state, even if completely and opaquely covered.

Short Term Rental- An owner's primary residence that is also used, The use, occupancy occupied, rented or leased, for direct or indirect remuneration compensation, of a structure or any portion thereof constructed for single family or multi-family occupancy or of any other residential property or portion of the residential property for an effective term of thirty (30) days or less. Typical uses may include rentals such as Airbnb or Vrbo. Residential Lease, Short Term shall also mean the commercial use, by any person, of residential property for hostel, hotel, inn, lodging, motel, resort or other transient lodging uses where the term of occupancy, possession or tenancy of the property by the person entitled to such occupancy, possession or tenancy is for thirty (30) consecutive calendar days or less. For the purposes of this definition remuneration means compensation, money, rent, or other bargained for consideration given in return for occupancy, possession or use of real property.

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Shopping Center - A group of two (2) or more commercial establishments or functional units which are planned, built, and managed as one development with off-street parking provided on the property.

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Site Plan - A development plan of one or more lots on which is shown (1) the existing and proposed con-

ditions of the lot, including but not limited to topography, vegetation, drainage, flood plains, wetlands and waterways; (2) the location of all existing and proposed buildings, drives, parking spaces, walkways, means or ingress and egress, drainage facilities, utility services, landscaping, structures, signs, lighting and screening devices; (3) the location of building pads for all residential and nonresidential buildings; and (4) the location and extent of all external buffers from surrounding areas.

~~**Sketch Plan** - A sketch preparatory to the preparation of the preliminary plat or preliminary site plan to enable a property owner/developer to gain an understanding of City policies and development requirements that may be considered by the City in reviewing a development application.~~

Sign ~~-~~ – See Section 23.030 of the Lehi City Development Code.

~~Awning A shelter projecting from and supported by the exterior wall of a building constructed of non-rigid materials on a supporting framework.~~

~~Billboard A sign displaying advertisement for an offsite good or service.~~

~~Canopy Sign A sign affixed or applied to the exterior facing surface or surfaces of a building or freestanding canopy.~~

~~Changeable Sign A sign whose informational content can be changed or altered by manual or electric, electro-mechanical, or electronic means.~~
~~Copy The graphic content of a sign surface in either permanent or removable letter, pictographic, symbolic, or alphabetic form.~~

~~Frontage The length of the property line of any one premise along a public right-of-way on which it borders.~~

~~Height The height of a sign is the vertical distance measured from the highest point of the sign to the grade of the adjacent street or the surface grade beneath the sign, whichever is less.~~

~~Monument Sign A sign mounted directly to the ground with dimensions as allowed by this Code.~~

~~Nonconforming Sign A sign which was erected legally, but which does not comply with subsequently enacted sign restrictions and regulations.~~

~~Pole Coating A coating enclosing or decorating poles or other structural supports of a sign.~~
~~Political Sign A temporary sign used in connection with a local, state or national election or referendum.~~

~~Roof Sign Any sign erected over or on the roof of a building.~~

~~Snipe Sign A temporary sign or poster affixed to a tree, fence, etc.~~

~~Temporary Sign A sign not constructed or intended for longterm use.~~

~~Wall Sign A sign attached essentially parallel to and extending not more than eight (8) inches from the wall of a building with no copy on the sides or edges. This definition includes sign painted directly on the wall of a building.~~

~~**Small Breed Dog Care Facility** - A facility in which three or more small breed (under 30 pounds) dogs are trained, cared for, and boarded over night. A small breed dog care facility may include a permanent, fenced, outdoor enclosure used to contain dogs during daytime hours between 7:00 AM and 9:00 PM. Small breed dogs shall be maintained indoors during overnight hours between 9:00 PM and 7:00 AM. As a requirement of approval, the Small Breed Dog Care Facility shall conform with the standards set forth in Chapter 4 of the Municipal Code with respect to Kennel Standards.~~

Smoke Shop - a retail establishment that derives thirty-five percent (35%) or more of its gross revenue from the sale of loose tobacco, plants, or herbs and cigars, cigarettes, pipes, and other smoking devices for burning tobacco and related smoking accessories, including e-cigarettes and vapor cigarettes, as defined by the Utah State Code § 76-10-101.3, as may be amended from time to time and in which the sale of other products is merely incidental.

Sporting Facilities, Arenas- A sports field including permanent, or semi-permanent seating areas.

Sports Fields- A space designated for a specific sport or activity at a given time.

Storage Units, Outdoor – Access~~Mini~~ - A facility providing storage services with outdoor access primarily for personal effects and household goods

within enclosed storage areas having individual access, but excluding use as workshops, hobby shops, manufacturing, or commercial activity.
~~Typical uses include mini-warehousing.~~
Storage Units, Climate Controlled Indoor – A fully-enclosed facility providing temperature regulated individual and private storage spaces of varying sizes, leased or rented on individual leases for varying periods of time. All units must be accessible from an interior hallway and located inside of a larger structure. Wholesale or resale uses are prohibited. Any climate controlled indoor storage development must have the appearance of a storefront from all pubic roadways the development fronts upon.

Storage, Vehicles – A facility providing services primarily for storage of vehicles including personal automobiles, RVs, ATVs, trailers, boats, aircraft, trucks, tractor-trailers, and other similar items.

Story -That portion of any building included between the surface of any floor and the surface of the next floor or ceiling above it, or any portion of a building elevation in which 50% or more of the height (as measured from top of finished floor to top of foundation) is above finished grade.

Street - The land dedicated to, or established by, use as a public thoroughfare, or a public or private thoroughfare, which affords principal means of access to abutting property.

Structure - A building or other edifice that is constructed or ~~combination of materials to form a construction for use,~~ installed on, above, or below the surface of land ~~or water~~ including a walled and roofed building~~, as well as a manufactured home on a permanent foundation~~. The term includes a building while in the course of construction, alteration or repair. For the purposes of this Code, the term "structure" does not include un-walled yard features such as uncovered decks, and un-walled pergolas and trellises.~~, but does not include building materials or supplies intended for use in such construction, alteration or repair, unless such materials or supplies are within an enclosed building on the premises.~~

Subdivide - The act or process of creating a subdivision.

Subdivider - Any person who (1) having an interest in land, causes it, directly or indirectly, to be divided into a subdivision or who (2) directly or indirectly, sells, leases, or develops, or offers to sell, lease, or develop, or advertises to sell, lease, or develop, any interest, lot, parcel site, unit, or plat in a subdivision, or, who (3) engages directly or through an agent in the business of selling, leasing, developing, or offering for sale, lease, or development a subdivision or any interest, lot, parcel site, unit or plat in a subdivision, and who (4) is directly or indirectly controlled by, or under direct or indirect common control with any of the foregoing.

Subdivision - Any land, vacant or improved, which is divided or proposed to be divided or re-subdivided into two ~~(2)~~ or more lots, parcels, sites, units, plots, condominiums, tracts or other division for the purpose of offer, sale, lease or development whether immediate or future, either on the installment plan or upon any and all other plans, terms, and conditions. Subdivision includes the division or development of land, whether by deed, metes and bounds description, devise, intestacy, lease, map, plat or other recorded instrument. Subdivision includes re-subdivision and condominium creation or conversion.

Subdivision Plat - The final map or drawing, described in this Code, of a plan of subdivision to be presented to the City for approval and when approved, may be submitted to the Utah County Recorder for filing.

Tandem Parking - The parking of one vehicle behind another.

Temporary - Not to exceed a period of one (1) year.

~~**Theater** – An establishment primarily engaged in the presentation of plays, motion pictures, or other dramatic performances~~.

~~**Tobacco Products Shop** – Also commonly referred to as a "smoke shop", a Tobacco Sales Shop is a retail establishment that derives thirty-five percent (35%) or more of its gross revenue from the sale of loose tobacco, plants, or herbs and cigars, cigarettes, pipes, and other smoking devices for burning tobacco and related smoking accessories, including e-cigarettes and vapor cigarettes, as defined by the Utah State Code § 76-10-101.3, as may be amended from time to time and in which the sale of other products is merely incidental.~~

Towing and Impound Yard – An establishment engaged in the temporary storage of vehicles that have been towed, carried, hauled or otherwise moved from

public or private property for impoundment in a public or private impound yard. This use includes vehicle transport companies engaged in similar activities as described above. This use does not include vehicle rental or sales of new or used vehicles or parts (except for necessary sales of unclaimed impounded vehicles), vehicle repair, automobile wrecking yard, junk or salvage yard, or a freight terminal. All towing and impound yards must meet the requirements found in Section 12.1340 (G) of this Code.

~~**Tradesman Shop** - A business providing specialized services and/or products requiring skills and abilities generally acquired through training and apprenticeship, which does not maintain any outside storage of materials, supplies, or equipment. Tradesman shops may include limited retail or wholesale sales, as well as repair of furniture, electronics, or other items.~~

Trailer - A vehicle designed for carrying property or persons on its own structure and for being drawn by a motor vehicle.

Transit Station - A facility or area where trains, buses, and other forms of public transportation stop to load or unload passengers, freight, or both.

~~**Two-Family Dwelling (Duplex)** – A building designed for occupancy by two (2) families in separate dwelling units.~~

Unoccupied Structures - a structure that is not designed or intended for human occupancy and is only accessed occasionally for persons performing support services for the intended use of the structure and does not fall under any other use found in this Code.

Use - The purpose or purposes for which land or a building is occupied, maintained, arranged, designed, or intended.

Vehicle - A device by which any person or property may be propelled, moved or drawn upon a highway, excepting a device moved by human power.

Vertical Mixed Use (Residential Above Commercial)- A building that contains a mix of residential and commercial uses. Typically, commercial uses (i.e., retail shops, restaurants, offices) are located on the lower levels, while residential units (condominiums or apartments) are located on upper levels.

Veterinary Office - Any facility providing medical or surgical treatment, clipping, bathing or other services, including incidental boarding to dogs, cats, and other animals. Services are entirely within an enclosed building.

Warehousing and Wholesale Distribution - ~~An establishment primarily engaged in wholesaling, storage, distribution, and handling of materials and equipment other than live animals and plants, including Limited Warehousing and Distribution and General Warehousing and Distribution.~~ A commercial building primarily engaged in wholesaling, storage, distribution, and handling of materials and equipment other than live animals.

Water Wise Landscaping (Xeriscaping) – Landscaping in ways that conserves water and requires less supplemental irrigation. Ground covers used typically include native soils, bark mulch, and rock mulch without the use of turf sod. Plants used in water wise landscaping shall be drought tolerant and it is recommended that plants and trees are used that are native to our climate. See Section 35.230 for Water Efficiency Standards. ~~A minimum of 70 percent of the total landscaped area shall be covered with plant material at maturity. Plantings shall include a variety of coniferous and deciduous perennials, shrubs, and trees. Landscape boulders and varying types of ground cover shall be used in a water wise landscape.~~

Welding Shop – An establishment primarily engaged in the fabrication process of joining metals through the process of using high heat to melt the parts together and then allowing them to cool.

Wetland - Those areas that are inundated or saturated by surface or ground water at a frequency and duration sufficient to support, and that under normal circumstances do support, a prevalence of vegetation typically adapted for life in saturated soil conditions. Wetlands generally include swamps, marshes, bogs and similar areas. Wetlands shall be designated in accordance with the procedures of the U.S. Army Corps of Engineers.

~~**Wholesale Trade** - An establishment or place of business primarily engaged in selling merchandise to retailers; to industrial, commercial, institutional, or professional business users; to other wholesalers; or acting as agents or brokers and buying merchandise for, or selling merchandise to, such individuals or companies.~~

Window - An opening in an exterior wall, normally

glazed, to admit light and/or air.

Yard - An open area between buildings, structures, or uses and the adjoining lot line, which is unoccupied and unobstructed by any building structure or use from the ground up except as otherwise provided in this Code.

Yard, Front (corner lot) - See Figure 15.

Yard, Front (interior lot) - See Figure 16.

Yard, Rear (corner lot) - See Figure 15.

Yard, Rear (interior lot) - See Figure 16.

Yard, Side (corner lot) - See Figure 15.

Yard, Side (interior lot) - See Figure 16.

~~**Yard, Front (interior lot)** - A yard extending across the front of the lot between the inner side lines and measured between the front line of the lot and the front line of the building.~~

~~**Yard, Rear (interior lot)** - A yard extending across the width of the lot and measured between the rear line of the lot and the rear line of the main building.~~

~~**Yard, Side (interior lot)** - A yard between the building and the sideline of the lot and extending from the street line of the lot to the rear yard.~~

Zoning Administrator - A person appointed by the City Council charged with the administration, management, and enforcement of this Code.

Zoning District - A mapped area to which a uniform set of regulations applies, and which are designed to implement the goals and policies of the Lehi City General Plan.

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Agenda Item No: 19

City Council Agenda Item Report

Meeting Date: August 22, 2023
Submitted By: Brittney Harris
Submitting Department: Planning Division
Item Type: Ordinance
Agenda Section: Regular Agenda

Subject:
Consideration of Ordinance #52-2023 an amendment to the Lehi City Development Code Chapter 11, Application Requirements, amending when site plans go to Planning Commission for approval.

Suggested Action:

Attachments:

CC Staff Report Chapter 11 Dev Code Amendment Site Plan Approval 08.22.23.docx

Chapter 11 Site Plan Amendment DRC 06.14.23.docx

Ordinance - Dev Code Chapter 11 Site Plan Approvals 08.22.23.docx

Ch11 development code application site plan valuation.pdf

CHAPTER 11 SITE PLAN APPROVALS DEVELOPMENT CODE AMENDMENT

CITYC COUNCIL REPORT

Applicant	Lehi City
Meeting Date	August 22, 2023
Requested Action/Purpose	Approval of proposed amendments to the Lehi City Development Code
Decision Type	Legislative
Date of DRC Review	June 14, 2023
Date of Planning Commission Review	July 27, 2023

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 changes to Chapter 11 Development Code Application Requirements for Site Plans. The proposal will change the approval process for site plans. Currently site plans valued at $500,000 or more must go to Planning Commission for approval. The proposed changes would allow the Reviewing Departments (DRC) to approve any site plans that do not ask for exceptions and that are permitted uses. The Planning Commission would still review all plans that request an exception or are a conditional use.

Permitted use site plans are administrative and if they meet the Code they must be approved. City Staff knows the Development Code requirements the best and can best do this review.

Conditional uses and exceptions require a level of discretion, this can better be provided by the Planning Commission.

The DRC reviewed the proposed amendment and had two comments to add specific language. Including a comment to allow the Reviewing Departments to forward any site plan to the Planning Commission.

POSSIBLE MOTIONS AND FINDINGS

The City Council may approve or deny the proposed amendments to the Lehi City Development Code. Any motion should include findings. Possible findings include:

1. The proposed Development Code will better use Planning Commission time and also leave fully administrative items to City Staff.
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 this proposed Development Code Amendment on July 27, 2023, and provided a positive recommendation. The minutes and motion from this meeting will be uploaded separately.

Chapter 11 Application Requirements Site Plan's that go to Planning Commission
DRC Redline Comments

Lehi City- requests review of an amendment to Chapter 11 Application Requirements amending when site plans go to Planning Commission for approval.

DRC Members Present: Glade Kirkham, Garion Rowett, Ryan Allred, Matt Meier, Kim Struthers, Gary Smith, Ross Dinsdale, James Farnsworth, Luke Seegmiller
Assigned Planner: Brittney Harris
Representatives of the Applicant Present:
Date of Plans Reviewed:
Time Start: 1:14pm
Time End: 1:15pm 11

DRC REDLINE COMMENTS:
Glade – Power:
1. Add language to check-off list "easements for line extensions, distribution lines and related equipment"

Garion – Fire: No comments
Ryan – Water/Sewer: No comments
James – Parks: No comments
Gary – Building/Inspections: No comments
Matt – Public Works: No comments
Ross – Engineering: No comments
Luke- Traffic: No comments
Kim – Planning:
2. Add: The Reviewing Departments may require that the approval of a site plan be forwarded to the Planning Commission if they determine the standards in the Development Code are unclear, or that the project is likely to have extenuating or unforeseen impacts beyond what would normally be expected on issues such as traffic, lighting, or compatibility of uses.

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

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

ORDINANCE NO: 2023 - __

AN ORDINANCE AMENDING THE LEHI CITY DEVELOPMENT CODE CHAPTER 11

WHEREAS, it has become necessary to amend Chapter 11 of the Lehi City Development Code, changing the approval process for permitted use Site Plans without exceptions; and

WHEREAS, this amendment seeks to streamline the approval process; and

WHEREAS, following a public hearing on July 27, 2023, the Lehi City Planning Commission reviewed the proposed revisions and forwarded a positive recommendation to the City Council; and

WHEREAS, on August 22, 2023, the City Council held a duly noticed meeting to receive public comment and ascertain the facts regarding this matter, which facts and comments are found in the hearing record and which include the staff report, minutes from the Planning Commission meeting of July 27, 2023, and the positive recommendation of the Planning Commission; and,

WHEREAS, after considering the facts and comments presented to the Municipal Council, the Council finds: Chapter 11 of the Lehi City Development Code should be amended; and such action furthers the health, safety, and welfare of the citizens of Lehi.

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

PART I:

Chapter 11of the Lehi City Development Code is hereby amended.

PART II:

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

B. This ordinance and its various 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 22nd day of August 2023.

ATTEST

_____	_____
Mark Johnson, Mayor	Teisha Wilson, City Recorder

determine the amount of subbase required on the cross section;
(e) location of power line extensions, streetlights, domes, and transformers;
(f) street signs and traffic control signs;
(g) two eight-inch utility casings where required at intersections and utility crossings;
(h) a note stating that three sets of as-built drawings shall be submitted to the City upon completion of the public improvements;
(i) all other specifications, details, and references required by the Design Standards and Public Improvements Specifications and Standard Drawings.

C. Additional Information Required. In addition to the site plan, the applicant shall provide:

1. proposed building elevations including dimensions, colors, and proposed building materials with a breakdown showing percentages of each material;

2. a development phasing schedule if applicable, including the sequence for each phase, approximate size in area of each phase, and proposed phasing of construction of public improvements, recreation, and common open space areas;

3. drainage system calculations and an explanatory narrative sealed by a licensed engineer, and for detention and retention basins, calculations to justify sizing based on 100-year design storm;

4. a statement from the appropriate agency accepting responsibility for all surface and subsurface drainage that is directed into channels owned by the agency;

5. a written statement from the appropriate agency such as irrigation companies and private land owners, regarding the effect of the proposed subdivision on any irrigation channels or ditches, and any piping or other mitigation required;

6. a letter from the Army Corp of Engineers regarding any wetland areas within the boundaries of the proposed plat;

7. if the site plan is proposed as a PUD, an application for a PUD providing detailed information regarding proposed features including building elevations, materials, and amenities;

8. where required, three copies of the California bearing ratio test results;

9. prepared easements for any necessary offsite water, sewer, or drainage easements across privately owned land, and for temporary turnarounds;

10. any deeds or boundary line agreements necessary for approval of the site plan;

11. any required UDOT approvals for access;

12. an engineer's estimate of costs for construction of all required public improvements;

13. a preliminary title report covering all the property located within the site plan, prepared or updated within 30 days of the date of the site plan approval;

14. a final copy of any restrictive covenants, reservations, or private easements;

15. a letter from the Utah County Health Department regarding any proposed septic tanks or leach fields;

28. prior to issuance of a building permit, staking of the new property line adjacent to existing roads; and

29. other information required by the Reviewing Departments, Commission, or City Council necessary to evaluate the merits of the proposed site plan.

Section 11.250. Site Plan Approval Process.
(Amended 5/22/01; 08/13/02; 11/09/04; 10/11/22)
The review and approval process for a site plan shall be as follows:

A. Permitted Uses.

~~1.~~ Site plans associated with a permitted use ~~and with a total valuation, including building and all associated site improvements, of less than $500,000~~ require review and approval by ~~the~~ the Reviewing Departments~~Zoning Administrator and Public Works Director~~. ~~The Zoning Administrator or the Public Works Director may request that the approval of a site plan be forwarded to the Planning Commission following a Reviewing Departments review, if they determine a project is likely to have a significant impact on traffic, environmental quality, lighting, compatibility of uses, or the health, safety, or general welfare of the surrounding properties, property values, or residents.~~ Site Plans requesting exceptions to

Code requirements require approval by the Planning Commission for the requested exceptions.

~~2.~~1. ~~Site plans associated with a permitted use and with a total valuation, including building and all associated improvements, of $500,000 or more require approval by the Planning Commission, following a review by the Reviewing Departments. The Planning Commission may require that the approval of a site plan be forwarded to the City Council if they determine a project is likely to have a significant impact on traffic, environmental quality, lighting, compatibility of uses, or the health, safety, or general welfare of the surrounding properties, property values, or residents. The Planning Commission and or City Council may hold a public hearing on any project likely to have a significant impact on the surrounding property, values, or residents.~~

B. Conditional Uses. The approval process for Site Plans associated with a Conditional Use shall be the same as that required for the issuance of a Conditional Use Permit as outlined in Section 09.020, including review by the Reviewing Departments and approval by the Planning Commission following a public hearing.

C. All new development projects or exterior renovations to existing buildings located within the boundaries of the Historic District shall receive additional review by the Historic Preservation Commission. The Commission, acting in an advisory role, provides input to assist in the implementation of the vision of the Historic District. If input from the Commission is provided, it shall be submitted prior to final review and approval.

Section 11.260. Lack of Site Plan Information. *(Amended 08/13/02)*
The lack of information under any item specified in Section 11.210, or improper information supplied by the applicant, may be cause to find the application incomplete or for disapproval of a site plan application.

Section 11.270. Multiple Sheets and Plan Accuracy.
Multiple sheet site plans may be used. All sheets shall be numbered and referenced to an index map, and all required certificates shall appear on a single sheet along with the index and vicinity maps. Bearings shall be shown to the nearest second, lengths to the nearest hundredth foot, and areas to the nearest hundredth acre.

Section 11.280. Nature and Effect of Site Plan Approval. *(Amended 08/13/02)*
It is the intent of this Code that approval of a site plan be a ministerial action by the City assuring compliance with the requirements of Section 11.210 and Section 11.250 of this Code and any conditions imposed by the Reviewing Departments, Planning Commission or City Council for site plan approval. After a site plan has been approved by the Reviewing Departments, Planning Commission, or City Council and no subdivision plat is required, the applicant may apply for building permits consistent with the approved site plan. No building permit application may be approved by the Chief Building Official unless the approved building permit conforms to the approved site plan.

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Section 11.290. Effective Period of Site Plan Approval. *(Amended 08/13/02; 07/28/09)*
The approval of a site plan shall be effective for two years from the date that the site plan is approved by the City, by the end of which time construction shall have commenced or a building permit application shall have been submitted and a building permit issued. If site improvements have not commenced within the two-year period or as extended according to the provisions of Section 10.120, or if a building permit application has not been submitted and a building permit issued, the site plan approval shall be void and the applicant shall be required to submit a new site plan for review and approval subject to the then existing provisions of this Code and General Plan.

Section 11.300. Proceeding With Construction. *(Amended 2/13/01; 08/13/02; 08/09/16)*
Following the approval of a site plan the developer or owner may proceed with construction in accordance with the applicable provisions of the Lehi City Design Standards and the Public Improvement Specifications. A grading permit application is not required for an approved site plan to proceed with construction if all preconstruction meeting prerequisites have been satisfied, including posting the bond. A grading permit may be obtained in advance of site plan approval in accordance with Development Code Chapter 12-B, Grading Permits.

Section 11.310. Guarantees and Bonds.
(Amended 02/13/01; 3/11/03; 11/18/03; 11/15/05; 05/22/07; 01/08/08:07/28/09; 04/26/11; 02/28/17)

A. Based on a cost estimate submitted by the developer's or owner's engineer, the City Engineer or designee shall prepare the bond estimate, revising the costs as required to match prevailing conditions for the construction and installation of all required public

Agenda Item No: 20

City Council Agenda Item Report

Meeting Date: August 22, 2023
Submitted By: Brittney Harris
Submitting Department: Planning Division
Item Type: Public Hearing
Agenda Section: Regular Agenda

Subject:
Consideration of Ordinance #53-2023 an amendment to the Lehi City Development Code Chapter 37, Design Standards, changing the bike parking requirements.

Suggested Action:

Attachments:

CC Staff Report Bike Parking Dev Code Amendment 08.22.23.docx

Chapter 37 Bike Parking DRC 06.14.23.docx

Ord 53-2023.docx

Chapter 37 Development Code Amendment Bike Parking.pdf

CHAPTER 37 BIKE PARKING DEVELOPMENT CODE AMENDMENT

CITY COUNCIL REPORT

Applicant	Lehi City
Meeting Date	August 22, 2023
Requested Action/Purpose	Review and recommendation on proposed amendments to the Lehi City Development Code
Decision Type	Legislative
Date of DRC Review	June 14, 2023
Date of Planning Commission Review	July 27, 2023

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 changes to the bike parking requirements in Chapter 37 of the Development Code. The proposed changes include a bike parking table. The table includes all the uses included in the vehicle parking table and specify the amount of parking required for both short- and long-term bike parking.

The proposed amendment also specifies the location, type of racks allowed, and the spacing between racks. It also includes graphics to illustrate the requirements.

The DRC reviewed the proposed changes and had one redline comment to change the language for one of the types of racks.

POSSIBLE MOTIONS AND FINDINGS

The City Council may approve or deny the proposed amendment to the Lehi City Development Code. Any motion should include findings. Possible findings include:

1. The proposed Development Code amendment will/ will not increase the bike parking opportunities in the City.
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 Development Code Amendment on July 27, 2023, and provided a positive recommendation with changes. The minutes and motion from that meeting are attached separately.

Chapter 37 Design Standards
DRC Redline Comments

Lehi City- requests review of a Development Code amendment to Chapter 37 Design Standards, changing the bicycle parking requirements.

DRC Members Present: Glade Kirkham, Garion Rowett, Ryan Allred, Matt Meier, Kim Struthers, Gary Smith, Ross Dinsdale, Trent Dyer, Luke Seegmiller
Assigned Planner: Brittney/Mike
Representatives of the Applicant Present:
Date of Plans Reviewed: 06/02/23
Time Start: 1:15pm
Time End: 1:16pm

DRC REDLINE COMMENTS:
Glade – Power: No comments
Garion – Fire: No comments
Ryan – Water/Sewer: No comments
Trent – Parks: No comments
Gary – Building/Inspections: No comments
Matt – Public Works: No comments
Ross – Engineering:
1. Remove but they are not recommended since bikes cannot easily be locked to the frame and bike wheels can be bent.

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

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

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

ORDINANCE NO: 53-2023

AN ORDINANCE AMENDING THE LEHI CITY DEVELOPMENT CODE, CHAPTER 37

WHEREAS, it has become necessary to amend Chapter 37 of the Lehi City Development Code, changing the bicycle parking requirements; and

WHEREAS, this amendment seeks to add more specification for the type and quantity of bicycle parking; and

WHEREAS, following a public hearing on July 27, 2023, the Lehi City Planning Commission reviewed the proposed revisions and forwarded a positive recommendation to the City Council; and

WHEREAS, on August 22, 2023, the City Council held a duly noticed meeting to receive public comment and ascertain the facts regarding this matter, which facts and comments are found in the hearing record and which include the staff report, minutes from the Planning Commission meeting of July 27, 2023, and the positive recommendation of the Planning Commission; and,

WHEREAS, after considering the facts and comments presented to the Municipal Council, the Council finds: Chapter 37 of the Lehi City Development Code should be amended; and such action furthers the health, safety, and welfare of the citizens of Lehi.

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

PART I:

Chapter 37 of the Lehi City Development Code are hereby amended.

PART II:

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

B. This ordinance and its various 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 22nd day of August 2023.

ATTEST

_____	_____
Mark Johnson, Mayor	Teisha Wilson, City Recorder

County Recorder.

4. The building entrances shall be no greater than 300 feet from the nearest edge of the parking lot.

5. The applicant shall provide a parking analysis completed by a licensed traffic engineer with the following information:

a. projected peak parking hours for each use;

b. number of required parking stalls for each use; and

c. number of existing and proposed parking stalls.

H. Bicycle Parking Standards. Active transportation continually becomes more popular as a healthy alternative to automobiles and as such the demand for bicycle parking facilities has grown. The following standards are to provide secure and accessible bicycle parking facilities and to encourage continual growth in active transportation ~~and~~ to lessen~~ing of~~ traffic congestion, provide mobility options, increase quality of life, and reduce land consumption for vehicular parking.

1. Required Number of Bicycle Parking Stalls. The minimum number of required bicycle parking stalls shall conform to Table 37.100 Table of Bike Parking Requirements, including the number of short and long-term bike parking for each listed use. ~~for any use shall be five percent of the total required number of vehicular parking stalls with a minimum two stalls. Where a project is located within a half mile of a permanent transit station or located adjacent to a master planned trail or other regional bicycle facility, a minimum ten percent bicycle parking stalls of the total required vehicular parking shall be provided. In all cases, the number of bicycle parking stalls shall be exclusive of required vehicular parking stalls.~~

2. Bicycle Parking Design Standards.

a. Required bicycle parking shall be located on the same site as the principal use and shall be easily accessible from adjacent public streets, bike lanes, and trails.

b. Outdoor bicycle parking shall be located within 50 feet of ~~near~~ the building entrance in a visible location, but not to interfere with the entrance or outdoor plazas (see Figure 179) ~~or if located away from the entrance a pedestrian path leading to the entry shall be provided. In addition, outdoor bicycle parking shall be located such that it is visible to help prevent theft~~. Multi-building projects shall distribute bike parking to ensure convenient parking near building entrances. Excetions may be allowed to the 50-foot distance requirement if it can be shown the bicycle parking location is still convenient to use and visible.



Figure 179. Bicycle parking is in a visible location near the building entrance in such a way it does not interfere with pedestrian traffic and has easy access to a protected bike lane.~~Bicycle parking is located near the building entrance in such a way it does not interfere with pedestrian traffic.~~

c. Outdoor bicycle parking pads and rack spacing shall meet the following:
   a. Racks shall be placed on a hard surfaced pad;
   b. Racks shall be placed parallel to each other and be spaced a minimum of 36 inches apart;
   c. Racks shall be placed a minimum of 36 inches from the edges of the pad on all four sides; and
   d. Where there are multiple rows of racks, the rows shall be placed a minimum of 8-feet apart;
   e. Other parking configurations may be approved by the Zoning Administrator if it provides the needed space for access.

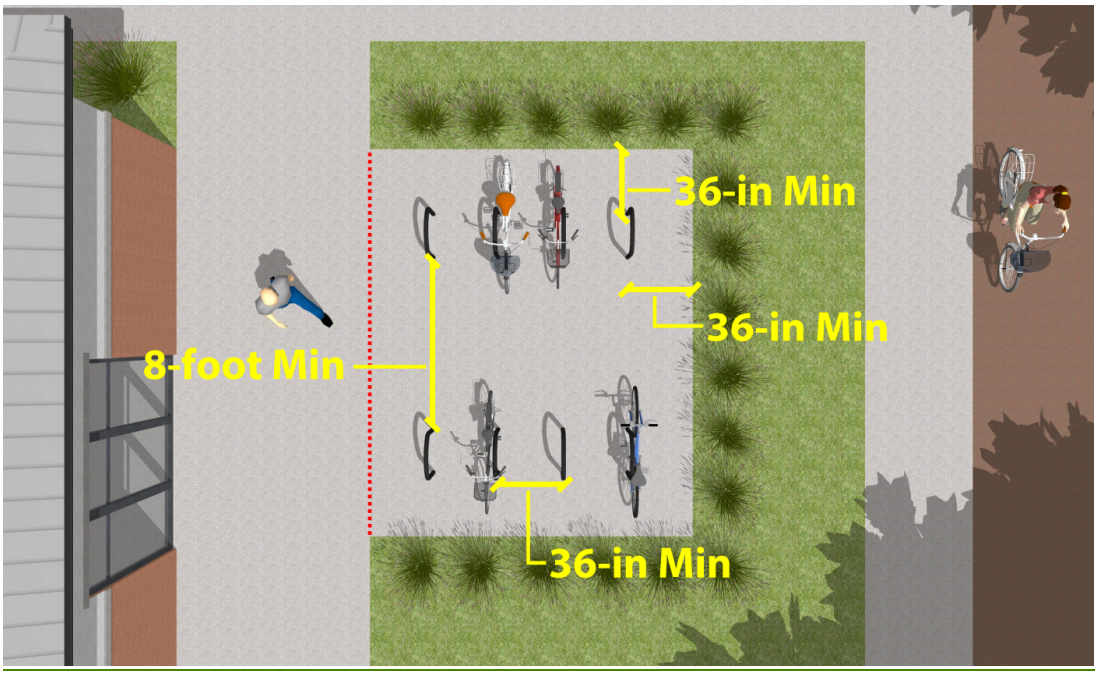


Figure 180. Bicycle parking must meet spacing requirements to ensure ease of access for people to park at any rack.

~~a.~~d. Bicycle racks shall be an inverted "U" or wheelwell secure design that allows for bicycles to be locked on the frame (see Figure 180). Bicycle racks shall be anchored to the ground to resist rust and prevent removal by vandalism. Schools and churches may utilize schoolyard type bike racks, but they are not recommended since bikes cannot easily be locked to the frame and bike wheels can be bent. ~~Other creative or artistic bicycle racks may be approved by the Zoning Administrator if the subject rack provides two locking points for the parked bicycle.~~



Figure 180. Inverted U and wheelwell secure bicycle racks are basic, intuitive to use, and allows the frame to be locked. Inverted "U" racks better accommodate different bike types, such as cargo bikes.
~~Inverted U bicycle rack is basic and provides two locking points with space for two bicycles.~~

~~b.~~e. Long-term bicycle parking is required for uses that create the need for parking beyond two hours and includes uses such as transit stations, office, and institutional uses. ~~Long Term Bicycle Storage. Uses such as office or institutional uses where a person may stay for a long period of time and benefit from long term bicycle parking.~~ Long term and secure bicycle parking encourages an increased number of bicycle trips and helps to prevent theft. ~~Office or institutional uses with a vehicular parking requirement greater than 250 stalls~~ Long-term bike parking shall be placed ~~required bicycle parking either~~ within a secure covered parking area (see Figure 181), bike lockers, or an indoor bicycle storage room or area (see Figure 182). ~~It is encouraged to provide secure bicycle parking areas or indoor bicycle storage rooms for office uses with less than 250 required vehicular stalls as well as other uses with a long term bicycle storage need.~~ Long-term bike parking shall be convenient to use within a building and accessible from the street, bike lane, or trail to ensure it encourages use.



Figure 181. Covered secure bicycle parking area allows access only to those who use it to prevent theft.

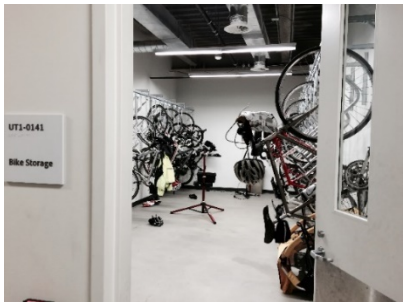


Figure 182. Indoor bicycle storage room provides maximum security for stored bicycles and encourages bicycle use.

~~c.~~f. Reduction in Vehicular Parking. A reduction in the required vehicular parking for office and institutional uses is allowed at a reduction rate of one vehicular stall for every two indoor bicycle parking stalls provided in addition to any required indoor or secure bicycle

parking stalls. A maximum ten percent reduction in vehicular parking stalls shall be allowed for additional indoor bicycle parking.

~~d.~~g. It is highly encouraged to provide bicycle user end facilities for uses that have long term bicycle parking and higher bicycle use. User end facilities include showers, lockers, and dressing areas. A five percent reduction in vehicular parking stalls in addition to other reductions or a two percent reduction in parking lot landscape area may be approved if user end facilities are provided within the principal building. User end facilities shall provide separate showers, lockers, and dressing rooms specifically for the use of bicycle users.

I. Reduction in Required Parking.

1. For all uses and activities located within the Mixed Use or Historic Commerce Districts, no minimum parking requirements are identified. It is the policy of the City to maintain all existing uses that do not meet the parking requirements of this Code within the Mixed Use or Historic Commerce Districts and to encourage additional uses and activities. However, in reviewing and approving new uses within the Mixed Use (MU) and Historic Commerce (HC) districts the Zoning Administrator, Reviewing Departments, and Planning Commission shall be guided by the parking requirements as contained in Table 37.090. Parking requirements for the Mixed Use (MU) and Historic Commerce (HC) districts shall be as approved by the Zoning Administrator, Reviewing Departments, and Planning Commission.

2. In all other zones, an applicant may request a reduction in the amount of parking stalls. The applicant shall demonstrate by clear and convincing evidence that the required number of parking stalls is unnecessary for the proposed use and any possible future use of the building. Requests to lower the amount of parking stalls shall be approved by the Planning Commission following a recommendation by the Reviewing Departments. Any request which lowers the amount of parking stalls by more than 20 percent shall not be approved by the Planning Commission.

J. Landscaping.

1. Minimum parking lot landscaping. An area equal to ten percent of the total size of the parking lot shall be landscaped and pervious, exclusive of all required open space, perimeter plantings and required setback areas (see Figure 183). For uses requiring less than 20 parking stalls, the ten percent requirement shall not be required to be located within the parking area but shall be added to and provided within the other required landscape, buffer and screening areas.

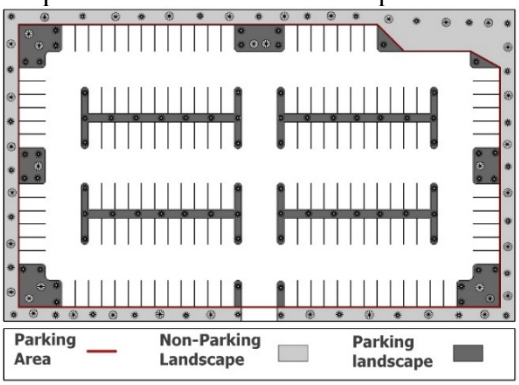


Figure 183. Shaded areas indicate what landscape areas are included in parking lot landscape requirement.

2. Landscaped islands and peninsulas shall be included in the design of parking areas. Landscaped islands shall be a minimum of ten feet in width and are required at the ends of parking rows at a

TABLE 37.100
TABLE OF BIKE PARKING REQUIREMENTS

USE	SHORT-TERM SPACES	LONG-TERM SPACES
RESIDENTIAL USES		
Single Family Dwelling	No spaces required	No spaces required
Two-Family Dwelling	No spaces required	No spaces required
Three Family Dwelling	No spaces required	No spaces required if the unit has a fully enclosed garage; If no garage, 0.5 spaces per unit with minimum of two per development
Four-Family Dwelling	No spaces required	No spaces required if the unit has a fully enclosed garage; If no garage, 0.5 spaces per unit with minimum of two per development
Multi-Family 4< Dwellings	0.05 spaces per unit	0.5 spaces per unit with minimum of two per development
Townhouses	0.05 spaces per unit	No spaces required if the unit has a fully enclosed garage; If no garage, 0.5 spaces per unit with minimum of two per development
Condominiums	0.05 spaces per unit	No spaces required if the unit has a fully enclosed garage; If no garage, 0.5 spaces per unit with minimum of two per development
Clubhouse	1 space per 300 square feet of clubhouse area; 1 space per 200 square feet of pool area	No spaces required
Manufactured Home	No spaces required	No spaces required
Group Homes	No spaces required	No spaces required if the unit has a fully enclosed garage; If no garage, 0.5 spaces per unit with minimum of two per development
Nursing Home/Assisted Living Facility	0.05 spaces per patient bed	0.05 spaces per patient bed
Retirement Home/Center	0.05 spaces per unit	0.1 spaces per unit
PUBLIC/CIVIC USES		
Churches	1 for every 8 seats in the assembly area	No spaces required
Civic/Public Buildings/Public Facilities/Museums	As approved by the Planning Commission	0.2 spaces per employee
Elementary Schools	5 spaces per classroom	0.2 spaces per classroom
Junior High Schools	5 spaces per classroom	0.2 spaces per classroom
High Schools	5 spaces per classroom	0.2 spaces per classroom
Parks and Playgrounds	As approved by the Planning	No spaces required

	Commission	
Open Space, Trails, and Greenways	As approved by the Planning Commission	No spaces required
NON RESIDENTIAL/OTHER USES		
Athletic Instruction, including Dance, Gymnastics, and Martial Arts	1 per 5,000 square feet of gross floor area	1 space per 10 employees
Automobile Sales	1 space per 10,000 square feet of gross floor area	1 space per 10 employees
Automobile Service and Repair	1 space per service bay	1 space per 10 employees
Bed and Breakfast Inn	1 space per 10 sleeping units	1 space per 10 employees
Commercial Recreational Facility – Without tournament seating	1 space per each 2,000 square feet of gross floor area	1 space per 8 employees
Commercial Recreational Facility – With tournament seating	1 space per each 2,000 square feet of gross floor area plus 1 space per each 6 seats at maximum capacity	1 space per 8 employees
Corporate Offices, Business Offices, Business Offices and Financial Institutions	1 space per each 10,000 square feet of gross floor area	1 space per each 3,000 square feet of gross floor area
Day-care (in home)	No spaces required	No spaces required
Day-care (commercial)	1 space for each 6,000 square feet of gross floor area	1 space per 10 employees
Funeral Homes	1 space for each 3,000 square feet of total assembly areas	1 space per 10 employees
Hospitals	1 space for each 10 patient beds	1 space per each 5 employees
Grocery Store	1 space for each 2,000 square feet of gross floor area	1 space per each 5,000 square feet of gross floor area
Hotels/Motels	1 space for each 40 sleeping units	1 space per each 10 employees and 1 space for each 20 sleeping units
Manufacturing, Industrial, Wholesale establishments	1 space for each 20,000 square feet of gross floor area	1 space for each 5 employees
Medical Clinics	1 space for each 5,000 square feet of gross floor area	1 space for each 5,000 square feet of gross floor area
Night Club	1 space for each 3,000 square feet of gross floor area	1 space for each 3,000 square feet of gross floor area
Personal Services	1 space per each 1,500 square feet of gross floor area	1 space per each 1,500 square feet of gross floor area
Plant Nursery with Outdoor Display	1 space per acre	1 space per 5 employees
Research and Development Facilities/Medical or Dental Laboratory	1 space per each 10,000 square feet of gross floor area	1 space for each 3,000 square feet of gross floor area
Restaurants Dine-in/Brew Pub	1 space per each 400 square feet of gross floor area	1 space per 2,000 square feet of gross floor area
Restaurants – Drive-thru (Food establishment with large proportion of take-out business)	1 space per each 600 square feet of gross floor area	1 space per 2,000 square feet of gross floor area
Retail stores	1 space per each 1,500 square feet of gross floor area	1 space per each 1,500 square feet of gross floor area
Schools – Vocational and Technical	1 space per each 4 students	1 space per each 5 employees
Short Term Rentals	No spaces required	No spaces required
Sports Fields, Sporting Facilities	As approved by the Planning Commission and should be sufficient to encourage convenient	No spaces required

	use by bike	
Theaters, Sports Arenas, Public Assembly Areas	1 stall per each 5 seats at maximum capacity or otherwise approved by the Planning Commission	1 stall per each 5 employees
Veterinary Office	1 space per each 5,000 square feet of gross floor area	1 space for each 5 employees
Other non-residential uses not otherwise listed	As approved by the Planning Commission and should be enough to encourage convenient bike use	As approved by the Planning Commission and should be enough to encourage convenient bike use
MIXED-USES		
Mixed Use – Residential/Commercial	Spaces shall be provided according to the sum of required spaces for all uses. Bike racks shall be place in the furniture zone of streets and shall be placed coordinated with any utilities in the space. Additional bike parking may need to be located off-street on the edges of plazas or other visible locations that do not impede pedestrian walking paths.	Spaces shall be provided according to the sum of required spaces for all uses.
Transit Oriented Development – As defined by Chapter 38 of the Development Code	Spaces shall be provided according to the sum of required spaces for all uses. Bike racks shall be place in the furniture zone of streets and shall be placed coordinated with any utilities in the space. Additional bike parking may need to be located off-street on the edges of plazas or other visible locations that do not impede pedestrian walking paths.	Spaces shall be provided according to the sum of required spaces for all uses.

Agenda Item No: 21

City Council Agenda Item Report

Meeting Date: August 22, 2023
Submitted By: Katie Bussell
Submitting Department: Planning Division
Item Type: Ordinance
Agenda Section: Regular Agenda

Subject:
Consideration of Ordinance #54-2023 an amendment to the Lehi City Development Code Chapter 26, Accessory Uses, Buildings and Structures, clarifying height and setback requirements for accessory buildings and requirements for Accessory Dwelling Units.

Suggested Action:

Attachments:

CC Staff Report Chapter 26 Dev Code Amendment 08.22.23.docx

Chapter 26 Dev Code Amendment DRC 06.07.23.docx

Ord 54-2023.docx

Chapter 26 Development Code Amendment 2.pdf

CHAPTER 26 ACCESSORY USES DEVELOPMENT CODE AMENDMENT

CITY COUNCIL REPORT

Applicant	Lehi City
Meeting Date	July 13, 2023
Requested Action/Purpose	Approval of a proposed amendment to the Lehi City Development Code
Date of DRC Review	June 7, 2023
Date of Planning Commission Review	July 27, 2023

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 review and recommendation of a proposed development code amendment to Chapter 26, clarifying height and setback requirements for accessory buildings.

The proposed text amendment clarifies that as accessory buildings and structures increase in height, they must have a larger setback. It was determined by staff that structures less than 16 feet in height could have a minimum setback of 18 inches. Structures in height between 16 and 24 feet could have a minimum setback of 5 feet. And, the threshold was determined that for structures larger than 24 feet in height, the minimum rear and side yard setback should increase to eight feet. A table was added after the DRC reviewed the amendment to further clarify the breakdown of the side and rear setback requirements relating to the height of the accessory structure. Staff is also looking to add figures to give a visual representation of what an applicant can do within the parameters of the setbacks.

The DRC had two grammatical recommendations on the proposed Code amendment which were updated prior to this meeting. The version included in the agenda packet reflects the updates.

Please consider the DRC comments in the motion.

POSSIBLE MOTIONS AND FINDINGS

The Planning Commission may move to recommend approval or denial of the proposed amendments to the Lehi City Development Code. Any motion should include findings. Possible findings include:

1. The proposed Development Code amendment is/is not in conformance with the purposes, intent, and provisions of the General Plan and its various elements.
2. Additional findings based upon information presented during the public hearing.

PLANNING COMMISSION RECOMMENDATION

The Planning Commission reviewed the proposed amendment on July 27, 2023. The minutes and motion from this meeting will be provided at the City Council meeting on August 22nd.

Chapter 26 Development Code Amendment
DRC Redline Comments

Lehi City- requests review of amendments to the Lehi City Development Code Chapter 26, Accessory Uses, Buildings and Structures, clarifying height and setback requirements for accessory buildings and requirements for Accessory Dwelling Units.

DRC Members Present: Glade Kirkham, Garion Rowett, Ryan Allred, Matt Meier, Kim Struthers, Gary Smith, Ross Dinsdale, James Farnsworth, Luke Seegmiller
Assigned Planner: Jacob
Representatives of the Applicant Present:
Date of Plans Reviewed: 5/18/23
Time Start:
Time End:

DRC REDLINE COMMENTS:
Glade – Power:
1. four
Garion – Fire: No comments
Ryan – Water/Sewer: No comments
James – Parks: No comments
Gary – Building/Inspections:
2. pg4 5 or 8'
Matt – Public Works: No comments
Ross – Engineering: No comments
Luke- Traffic: No comments
Kim – Planning: No comments

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

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

ORDINANCE NO: 54-2023

AN ORDINANCE AMENDING THE LEHI CITY DEVELOPMENT CODE CHAPTER 26

WHEREAS, it has become necessary to amend Chapter 26 of the Lehi City Development Code, clarifying requirements for the setbacks of accessory structures; and

WHEREAS, this amendment seeks to clarify who is the final approval body for each application; and

WHEREAS, following a public hearing on July 27, 2023, the Lehi City Planning Commission reviewed the proposed revision and forwarded a positive recommendation to the City Council; and

WHEREAS, on August 22, 2023, the City Council held a duly noticed meeting to receive public comment and ascertain the facts regarding this matter, which facts and comments are found in the hearing record and which include the staff report, minutes from the Planning Commission meeting of July 27, 2023, and the positive recommendation of the Planning Commission; and,

WHEREAS, after considering the facts and comments presented to the Municipal Council, the Council finds: Chapter 26 of the Lehi City Development Code should be amended; and such action furthers the health, safety, and welfare of the citizens of Lehi.

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

PART I:

Chapter 26 of the Lehi City Development Code is hereby amended.

PART II:

A. If a provision of this Ordinance 54 -2023 conflicts with a provision of a previously adopted ordinance concerning the same title, chapter, and/or section number amended herein, the provision in this Ordinance shall prevail.

B. This ordinance and its various 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 22nd day of August 2023.

ATTEST

_____	_____
Mark Johnson, Mayor	Teisha Wilson, City Recorder

CHAPTER 26

ACCESSORY USES, BUILDINGS AND STRUCTURES *(Amended 11/28/06; 01/20/23)*

Section 26.010. Purpose.
Section 26.020. General Requirements.
Section 26.030. Internal Accessory Dwelling Units
Section 26.040. Detached Accessory Dwelling Units
Section 26.050. Location of Accessory Buildings.
Section 26.060. Maximum Coverage of Accessory Buildings.
Section 26.070. Maximum Height of Accessory Buildings.
Section 26.080. Architectural Considerations for Accessory Buildings and Structures.
Section 26.090. Handicapped Access.
Section 26.100. Accessory Uses.
Section 26.110. Accessory Dwelling Unit Restricted Areas Map

Section 26.010. Purpose.

This Chapter identifies the requirements and general provisions, applicable in all zoning districts, for accessory uses, buildings and structures which are incidental and subordinate to the principal use and which are located on the same lot.

Accessory uses, buildings and structures, incidental and subordinate to an established and authorized use as defined in Chapter 39, may be approved by the Zoning Administrator, provided that such accessory use, building and structure conform to the requirements of this Chapter. Approval of an accessory use, building or structure may be reviewed and approved concurrently with the review and approval of the principal use or as an independent review and approval following the establishment of the principal use.

Section 26.020. General Requirements.

(Amended 11/18/08; 01/12/21)

In addition to the use limitations and other regulations for the zoning district in which the accessory use, building or structure is proposed, no accessory use, building or structure shall be allowed unless it complies with the following requirements:

A. All accessory use(s), building(s) or structure(s) shall be incidental and subordinate to the principal use or structure in area, extent, and purpose.

B. An accessory use, building or structure shall be under the same ownership or control as the principal use or structure.

C. No accessory use, building or structure shall be established or constructed before the principal use is in operation or the structure is under construction in accordance with the requirements of this Code.

D. No signage shall be approved or maintained in connection with an accessory use or structure.

E. An accessory detached garage may be allowed to have an accessory dwelling unit subject to the conditions listed in Section 26.030 and Section 26.040.

F. Agricultural buildings used for agricultural purposes only, such as barns, silos, bins, and farm machinery sheds in the TH-5, A-5, A-1 and RA-1 Agricultural zoning districts shall not be considered accessory buildings. Such buildings are principal agricultural buildings and shall comply with the bulk and intensity requirements of the zoning district they are located in.

~~F.~~G. Accessory buildings and structures must comply with any applicable requirements of the International Building Code and International Fire Code.

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Section 26.030. Internal Accessory Dwelling Units.

(New 08/28/18; amended 03/26/19; 06/11/19; 12/08/20; 9/14/21; 07/12/22)

One Accessory Dwelling Unit (ADU) may be allowed in an owner-occupied single-family detached home after obtaining all required permits and approvals. Any person constructing or causing the construction of an ADU shall first obtain a permit from the Planning Division. As long as the unit is rented and in use, an active ADU license is required, and the ADU shall meet the following:

A. Owner Occupancy Required. The owner of the primary residence shall live in the dwelling in which the ADU was created. The owner shall sign an affidavit therein stating that the primary dwelling will be owner occupied. This affidavit shall be recorded against the property and is required for all owners of the property who operate an accessory dwelling unit.

B. Appearance. The ADU shall not alter the appearance of the structure as a single-family residence. The structure shall not show external

evidence of occupancy by more than one family.

C. Parking. ADUs shall provide one off-street parking stall. The parking stall shall be separate from, and not in tandem with the required parking for the primary dwelling. The minimum stall size is 9x20 feet. A lighted walkway must connect from the parking area to the entrance of the ADU. Parking areas shall be constructed of an appropriate material as set forth in Section 37.070(B)(4).

D. Zoning. ADUs shall only be allowed in single-family detached residential homes. ADUs shall not be allowed in any areas identified on the ADU Restricted Area Map.

E. Lot Size. The lot for a single-family home with an ADU shall be a minimum of 6,000 square feet in size.

F. Connection between units. There must be a physical connection (such as a locking door) between the primary dwelling and the ADU. The connection must be such that if the ADU was discontinued, the ADU living space could be accessed and used as part of the primary dwelling.

~~F.~~G. Building Division Approval. In addition to the approval required from the Planning Division, all ADUs shall be required to obtain a building permit from the Building Division and shall conform to all applicable standards in the City's adopted building codes. The applicant shall obtain all necessary building permits and pay all applicable fees, including impact fees, prior to constructing the ADU.

~~G.~~H. Both an Accessory Dwelling Unit and a Short-Term Rental permit may be obtained; however, only one of these uses may be active at a time. Only one accessory dwelling unit shall be in service at any given time per single-family dwelling lot.

Section 26.040. Detached Accessory Dwelling Units. *(Amended 07/27/21; 01/11/22)*

1. All accessory buildings with an accessory dwelling unit require:
   (a) A minimum 22,000 square foot lot size
   (b) Only one accessory dwelling unit is allowed per lot, meaning an ADU cannot be approved in the main structure and in a detached building.
   (c) All lighting shall comply with Section 12.110.
   (d) A separate address (assigned by the City) is required to be displayed in a size and location that is clearly visible from the street
   (e) All utility services shall be connected to the primary dwelling.
   (f) Adequate all-weather access shall be provided for emergency service vehicles and utilities.
   (g) The accessory dwelling must meet all other requirements of Section 26.030 for Accessory Dwelling Units.

2. New build construction will be a permitted use if it meets the following requirements:
   (a) must meet the side and rear yard setbacks of the zone.
   (b) The height of the accessory building shall be no greater than the primary structure to a maximum of 35 feet.
   (c) The dwelling portion of the accessory building must be at least 300 square feet and attached (either above or on the rear or side) to at least a 12x20 foot one-car garage.
   (d) Review of a new build ADU will be done by the Reviewing Departments to determine adequate access, utilities, address location, and other design features.

3. Conversion of an existing accessory building (permitted prior to 2021) into an ADU requires a Conditional Use Permit
   (a) The dwelling portion of the accessory building must be at least 300 square feet and does not require a garage
   (b) The dwelling portion of the building must have a minimum setback of 5 feet from the property line.
   (c) If the building is built within the required setback for the zone no windows can be on the side(s) of the structure within the required setback.
   (d) The conditional use approval will include review by the Reviewing Departments to determine adequate access, utilities, address location, and other design features.

Section 26.050. Location of Accessory Buildings. *(Amended 10/25/05; 7/10/07; 05/08/18)*

A. Accessory buildings and structures shall not be located within any required utility easement(s).

B. Accessory buildings and structures shall not be located closer than 12 feet to a dwelling on an

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adjacent lot or property.

C. All required setbacks include any eave, overhang, or projection.

D. Detached accessory dwelling units shall comply with the location standards in Section 26.040.

~~A.~~E. ~~Front Yards.~~ All accessory buildings and structures are prohibited in any required front yard area.

~~B.~~F. ~~Side Yards.~~ The location of all accessory buildings and structures in side yards shall be as follows:

1. Agriculture, Residential, Mixed Use and Planned Community Districts.

(a) ~~All a~~Accessory buildings and structures shall maintain the side yard required for the principal building as identified in Table 05-040A except for the following:

~~(a)~~ Accessory buildings and structures with a total height of less than sixteen (16) feet~~, except that accessory buildings and structures~~ that are located either at least six (6) feet to the rear of the principal building or have a minimum 10 foot side-yard setback from the principal building can~~ may~~ have a minimum side yard of ~~sixteen~~ eighteen (~~16~~18) inches. This also applies to accessory buildings and structures with an area of six hundred (600) square feet or less, of light-frame construction, with an eave height of ten (10) feet or less,~~, provided the accessory building or structure complies with the requirements of the International Building Code and International Fire Code.~~

(b) Accessory buildings and structures with a total height of sixteen (16) feet to twenty for (24) feet that are located either at least six (6) feet to the rear of the principal building or have a minimum 10 foot side-yard setback from the principal building can have a minimum side yard of five (5) feet.

(c) Accessory buildings and structures with a total height greater than twenty four (24) feet that are located either at least six (6) feet to the rear of the principal building or have a minimum 10 foot setback from the principal building can have a minimum side yard of eight (8) feet.

~~(b)~~(d) ~~Accessory buildings and structures shall not be located closer than 12 feet to a dwelling on an adjacent lot or property and shall not be located within any required utility easement(s).~~

2. Other Districts.

(a) Accessory buildings and structures may be built to the side lot line in the Commercial (C), Technology and Manufacturing (T-M), Business Park (BP), Light Industrial (LI), Historical/Industrial (HI) and Industrial (I) districts provided the building and structure complies with all applicable requirements of the International Building Code, the International Fire Code and is not located within any required utility easement(s) and is not subject to the requirements of Section 12-080(A)(2) of this Code.

3. Corner Lots.

(a) Notwithstanding Section 26.~~030~~ 050 (~~B~~E) (1) and Section 26.030 (~~B~~E) (2) all accessory buildings and structures shall maintain the minimum corner side yard required for the principal building as identified in Table 05-040-A, Table 05-040-B and Table 05-040-C.

~~C.~~G. ~~Rear Yards.~~ The location of accessory buildings and structures in rear yards shall be as follows:

1. Agriculture, Residential, Mixed Use and Planned Community Districts.

(a) Accessory buildings and structures shall maintain the rear yard requirements for the principle structure as identified in Table 05-040-A except for the following:

(b) Accessory buildings and structures with a total height of less than sixteen (16) feet that are located at least six (6) feet to the rear of the principal building can have a minimum rear yard of eighteen (18) inches. This also applies to accessory buildings and structures with an area of six hundred (600) square feet or less, of light-frame construction, with an eave height of ten (10) feet or less,

(c) ~~, but may be located within sixteen (16) inches of the rear property line provided that the accessory building or structure is not subject to the requirements of Section 12-080 of this Code and it meets all the applicable requirements of the International Building Code and the International Fire Code; except that~~

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(d) Accessory buildings and structures with a total height of sixteen (16) feet to twenty four (24) feet that are located at least six (6) feet to the rear of the principal building can have a minimum rear yard of five (5) feet.
(e) Accessory buildings and structures with a total height greater than twenty four (24) feet that are located at least six (6) feet to the rear of the principal building can have a minimum rear yard of eight (8) feet.
(f)

Setbacks of Secondary Structure

Building Height	Side Yard	Rear Yard
Less than 16 ft	18 inches	18 inches
16-24 ft	5 ft	5 ft
Greater than 24 ft	8 ft	8 ft

Accessory buildings must be 10 feet to the side or 6 feet to the rear of the primary dwelling for the setbacks of this table to apply. If the 10-foot side or 6-foot rear setbacks are not met then the standard setbacks for the zone apply to the accessory building.

~~(a) accessory buildings and structures located in the rear yards of corner lots, located adjacent to the side yard of an adjacent lot shall not be closer than ten (10) feet to the rear property line and is not located within any required utility easement(s).~~

2. Other Districts.
(a) Accessory buildings and structures may be built to the rear lot line in the Commercial (C), Technology and Manufacturing (T-M), Business Park (BP), Light Industrial (LI), Historical/Industrial (HI) and Industrial (I) districts provided the building or structure is not subject to the requirements of Section 12-080 of this Code and it complies with all applicable requirements of the International Building Code and the International Fire Code and is not located within any required utility easement(s).

Section 26.060. Maximum Coverage of Accessory Buildings and Structures.
No accessory building(s) or structure(s) shall cover more than 30% of the rear yard of any lot or parcel as identified in Table 05-040-A, Table 05-040-B and Table 05-040-C, consistent with the requirements of Section 12-020(G) of this Code.

Section 26.070. Maximum Height of Accessory Buildings and Structures.
(Amended 11/18/08; 07/27/21; 01/11/22)

A. A~~ll a~~ccessory buildings and structures shall be limited to one story except where the property is greater than 22,000 square feet or an accessory dwelling unit has been approved.

B. The maximum height of an accessory building shall be according to the following table:

Zone District Classification	Max. bld. Height
TH-5, A-5, A-1, RA-1(>22,000 sq. ft.), R-1-22	No taller than the principle structure,~~Mat h the primary home~~ with a 35 ~~foot~~ft. maximum
RA-1 (< 22,000 sq. ft.), R-1-15, R-1-12, R-1-10, R-1-8, R-2, R-2.5, R-3, MU, PC, RC, all other non-residential zones.	No taller than the principle structure with a 24 ft. maximum
Detached Accessory Dwelling Units (with 22,000 square foot lot)	No taller than the principle structure,~~Mat h the primary home~~ with a 35 ~~foot~~ ft maximum

Section 26.080. Architectural Considerations.
(New 11/18/08)
Exterior building materials including roofing and architectural designs and colors used for accessory buildings and structures shall be comparable to, or architecturally harmonious with, the existing main residential structure.

Section 26.090. Handicapped Access.
(Amended 11/28/06)
Uncovered handicapped access ramps are required to comply with the provisions of Section 12-020(E)(1). Covered handicapped ramps or any other covered facilities for handicapped access that encroach into required setback and yard areas may be authorized by

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the Planning Commission as a Conditional Use by following the requirements and procedures of Chapter 9.

Section 26.100. Accessory Uses.
(Amended 10/14/03)
Tennis courts are required to maintain a minimum setback from side and rear property lines of fifteen feet and must not be located within any required utility easements. Swimming pools are required to maintain a minimum setback from side and rear property lines of four feet as identified in Section 12.020(E)(2) and must not be located within any required utility easements.

Agenda Item No: 22

City Council Agenda Item Report

Meeting Date: August 22, 2023
Submitted By: Teisha WIlson
Submitting Department:
Item Type: Resolution
Agenda Section: Regular Agenda

Subject:
Consideration of Ordinance #55-2023 clarifying that Lehi City will conduct a Primary Election using Instant Runoff Voting as described in Utah Code.

Suggested Action:

Attachments:

Ord 55-2023.docx

LEHI CITY

ORDINANCE NO. 55-2023 (UNCODIFIED)

AN ORDINANCE CLARIFYING THAT LEHI CITY WILL CONDUCT A PRIMARY ELECTION USING INSTANT RUNOFF VOTING AS DESCRIBED IN UTAH CODE SECTION 20A-4-603(9)

WHEREAS, Lehi City Code Section 1-9-2 states that "the nonpartisan primary system for municipal elections in the city is adopted as authorized by Utah Code Annotated section 20A-9-404;

WHEREAS, Utah Code Section 20A-9-404 states that "except as otherwise provided in this section of Chapter 4, Part 6, Municipal Alternate Voting Methods Pilot Project", candidates for municipal office in all municipalities shall be nominiated at a municipal primary election.";

WHEREAS, by resolution of the Lehi City Council, Lehi City opted into conducting municipal primary election using the instant running vote off method described in Utah Code Section 20A-4-603(9);

WHEREAS, on April 26, 2023, the Utah County Clerk Aaron Davidson sent a letter to cities considering using instant runoff voting about a potential conflict with city code that requires cities to hold a primary;

WHEREAS, when informed by Ryan Wood, Lehi City Attorney, that Lehi City had opted to conduct a primary election using instant runoff voting, Mr. Davidson responded with a new concern that unless Lehi City adopted a resolution "suspend[ing] its current statute on conducting a primary and us[ing] the primary process as outlined in UCA Section20A-4-603(9)" the Lehi City and the Utah County Clerk's office "may be subject to possible law suits or injunctions that might be filed for not following Lehi City Code.";

WHEREAS, on August 22, 2023, in order to resolve the concern of the Utah County Clerk, 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) adopting an ordinance temporarily amending Lehi City Code Section 1-9-2 to make it clear that Lehi City will conduct a primary election using instant runoff voting as allowed by Utah Code Section 20A-4-603(9) furthers the health, safety and welfare of the citizens of Lehi.

NOW, THEREFORE, be it ordained by the City Council of Lehi City:

PART I:

A. Lehi City Code Section 1-9-2 is temporarily amended as follows:

"The nonpartisan primary system for municipal elections in the city using instant runoff voting is adopted as authorized by Utah Code Annotated Section 20a-4-603(9) is hereby adopted."

B. This ordinance will expire six months from the date it becomes effective.

PART II:

A. If a provision of this Ordinance No. ??-2023 conflicts with a provision of a previously adopted ordinance concerning the same title, chapter, and/or section number amended herein, the provision in this Ordinance shall prevail.

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

C. This Ordinance will remain uncodified.

D. This Ordinance shall take effect immediately.

Approved and Adopted by the City Council of Lehi City, Utah this 22nd day of August, 2023.

LEHI CITY

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Mark Johnson, Mayor

ATTEST

_____

Teisha Wilson, City Recorder

Agenda Item No: 23

City Council Agenda Item Report

Meeting Date: August 22, 2023
Submitted By: Teisha WIlson
Submitting Department:
Item Type: Ordinance
Agenda Section: Regular Agenda

Subject:
Consideration of Resolution #2023-58 directing the City's Election Officer not to notify a candidate of the failure to file a campaign financial statement by the deadline or accept from a candidate a campaign financial statement filed after the deadline set forth in Utah code section 10-3-208.

Suggested Action:

Attachments:

Res 2023-58.docx

LEHI CITY

RESOLUTION NO. 2023-58

A RESOLUTION OF THE LEHI CITY COUNCIL DIRECTING THE CITY'S ELECTION OFFICER NOT TO NOTIFY A CANDIDATE OF THE FAILURE TO FILE A CAMPAIGN FINANCIAL STATEMENT BY THE DEADLINE OR ACCEPT FROM A CANDIDATE A CAMPAIGN FINANCIAL STATEMENT FILED AFTER THE DEADLINE SET FORTH IN UTAH CODE SECTION 10-3-208

WHEREAS, Utah Code Section 10-3-208(11) provides that "a municipal clerk or recorder *may* send electronic notice to a candidate who fails to timely file a campaign finance statement that: i) the candidate failed to timely file the campaign finance statement; and ii) that, if the candidate fails to file the report within 24 hours after the deadline for filing the report, the candidate will be disqualified";

WHEREAS, the state elections office recommends that a city's legislative body provide direction to the municipal clerk or recorder on whether to exercise the discretion allowed in in Utah Code Section 10-3-208(11);

WHEREAS, on August 22nd, 2023, the City Council held a duly-noticed public meeting to ascertain the facts regarding this matter, which facts and comments are found in the meeting record; and,

WHEREAS, after considering the facts and comments presented to the City Council, the Council finds: (i) that it should direct the city's election officer not exercise her discretion to notify a candidate of the failure to file a campaign financial statement by the deadline or accept from a candidate a campaign financial statement filed after the deadline as set forth in Utah Code Section 10-3-208(11); 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 city's election officer is directed not to exercise her discretion to notify a candidate of the failure to file a campaign financial statement by the deadline or accept from a candidate a campaign financial statement filed after the deadline set forth in Utah Code Section 10-3-208(11).

2. This resolution shall take effect immediately.

Approved and Adopted by the City Council of Lehi City, Utah this 22nd day of August, 2023.

LEHI CITY

_____

Mark Johnson, Mayor

ATTEST

_____

Teisha Wilson, City Recorder

EXHIBIT “A”

Agenda Item No: 24

City Council Agenda Item Report

Meeting Date: August 22, 2023
Submitted By: Teisha WIlson
Submitting Department:
Item Type: Resolution
Agenda Section: Regular Agenda

Subject:
Consideration of Resolution # 2023-56 consenting to the reorganization of the Timpanogos Special Service District as a Special District.

Suggested Action:

Attachments:

Res 2023-56.docx

RESOLUTION NO. 2023-56

A RESOLUTION OF THE LEHI CITY COUNCIL CONSENTING TO REORGANIZATION OF THE TIMPANOGOS SPECIAL SERVICE DISTRICT AS A SPECIAL DISTRICT

RECITALS

WHEREAS on September 29, 1976, the County Commission of Utah County (the "Commission") established a special service district known as the Timpanogos Special Service District ("TSSD") for the provision of wastewater collection and treatment services in the northern portions of Utah County, including the cities of Alpine, American Fork, Lehi and Pleasant Grove (the "Original Cities") and nearby unincorporated areas of Utah County.

WHEREAS after the organization of TSSD, large portions of the original unincorporated area of TSSD have been either annexed into the Original Cities or have become incorporated within the boundaries of newly organized municipalities, namely Cedar Hills, Eagle Mountain, Highland and Saratoga Springs.

WHEREAS some of the communities within the boundaries of TSSD receive only a portion of their wastewater collection and treatment from TSSD; said communities are Draper City (a small portion of the Suncrest development), Eagle Mountain (the portion of the city that lies roughly on the east slope of Lake Mountain) and Vineyard (most of the city's wastewater needs are provided by TSSD but a portion of its wastewater is conveyed to and treated by Orem City);

WHEREAS at the time TSSD was created, the Commission established an Administrative Control Board (the "ACB") to govern and manage the operations of TSSD.

WHEREAS at the present time the ACB is composed of thirteen board members who are appointed as follows:

(1) a total of nine city-appointed members, with one each from Alpine, American Fork, Cedar Hills, Draper (the general manager of the South Valley Sewer District), Eagle Mountain, Highland, Lehi, Pleasant Grove, and Saratoga Springs[1]; and

[1] The board members from these cities are appointed by the governing body of each city.

(2) four who are at-large appointees of the Commission.[2]

WHEREAS by resolutions adopted by the County, the authority for the day-to day-and long-range operations of TSSD, has been delegated to the ACB, including without limitation hiring and retention of employees, acquisition of real and personal property, construction of facilities for conveyance and treatment of wastewater, setting of rates for service, financing/bonding authority, etc.[3]

WHEREAS the law of the State of Utah provides a process under which a special service district, which is subject to the governance of and oversight by the County, may be reorganized and become an independent "service district" (see U.C.A. §17D-1-604, the "Reorganization Statute").

WHEREAS the County has advised the City of the County's determination that it will be in the best interests of the County and in the best interests of the cities for TSSD to become fully independent from the County and to be reorganized as a special district, governed by the provisions of Title 17B of the Utah Code. The ACB agrees with the County's determination that it is in the best interests of the cities and their residents for TSSD to become fully independent as a service district.

WHEREAS in order for TSSD to be reorganized to become a special district, each city within TSSD must consent to the reorganization.

WHEREAS the City of Lehi has determined that it is in the best interests of the City, its residents and property owners that TSSD be reorganized as a fully independent special district as provided by law, and by this resolution the City desires to memorialize and give its consent to the same;

WHEREAS, on July 25, 2023, the City Council held a duly noticed public meeting to ascertain the facts regarding this matter, which facts and comments are found in the meeting record; and

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

1. The Recitals set forth above are incorporated within this Resolution as though fully set forth herein.

2. Lehi City hereby expressly consents to the reorganization of TSSD as a fully independent special district under Title 17B of the Utah Code, and requests that the Utah County Commission take all such actions as are required to do so.

[2] One of the four at-large appointees has generally been an individual to represent Vineyard City.
[3] There are areas where the Commission has not delegated authority such as, for example, the authority to levy and collect real property taxes.

3. The reorganization of TSSD as a special district under Section 17D-1-604 shall be made under substantially the following terms:

a. The name of TSSD will be the Timpanogos Service District (TSD).

b. The current boundaries of TDS will remain the same as TSSD.

c. TSD shall be designated and operated as an "Improvement District" as provided by U.C.A. §17B-2a-401, *et seq.*

d. The services authorized to be provided by TSD, namely wastewater collection and treatment, will remain the same, but may also include reuse of wastewater and other water and resource conservation by the utilization of means allowed by law.

e. The governing board of trustees of TSD shall initially be composed of nine (9) voting members and two (2) *ex-officio* non-voting members as follows:

i. The governing body of each city whose boundaries lie entirely within the boundaries of TSD shall appoint one member of the board of trustees; said cities are to include Alpine, American Fork, Cedar Hills, Highland, Lehi, Pleasant Grove, and Saratoga Springs;

ii. The Commission shall appoint two voting members to the board of trustees, nominated by the governing body of two cities whose boundaries do not lie entirely within the boundaries of TSD, namely Eagle Mountain and Vineyard;

iii. The nine voting members of the board of trustees shall serve for a term of four years, provided however that four members of the initial board, selected by lot, are to be appointed to a two (2) year term so that the term of approximately one-half of the board expires every two (2) years;

iv. There shall be no limitation on the re-appointment of a voting member of the board of trustees;

v. Each voting member of the board of trustees shall meet the registered voter and residence requirements of U.C.A. §17B-1-302(1);

vi. The Commission shall appoint two (2) non-voting *ex-officio* members of the board as follows:

A. The current Director of the Utah County Department of Public Works or a designee from the Utah County Department of Public Works with knowledge and experience in wastewater treatment;

B. Representing the portion of the Suncrest development in Draper City that lies within the boundaries of TSD, an executive of the South Valley Sewer District ("SVSD") nominated by the SVSD board of trustees; said executive shall be either the SVSD General Manager, its Chief Financial Officer, or the Facility Manager of the Jordan Basin Water Reclamation Facility;

C. There shall be no limitation of time for service on the board by the above-described non-voting *ex-officio* members; the only limitation being that throughout a term, any such individual shall hold the position with Utah County or SVSD as designated in subsections 1 and 2, above.

4. This Resolution shall take effect immediately upon its passage.

5. If any section, part, or provision of this Resolution is held invalid or unenforceable, such invalidity or unenforceability shall not affect any other portion of this Resolution, and all sections, parts and provisions of this Resolution shall be severable.

6. In the event of any conflict between this Resolution and any other enactment of the City, this Resolution shall control.

Approved and Adopted by the City Council of Lehi City, Utah this 22nd day of August, 2023.

LEHI CITY

_____

Mark Johnson, Mayor

ATTEST

_____

Teisha Wilson, City Recorder

VOTING:	Aye	Nay	Not Present
Mayor _____ (tie vote only)			

Agenda Item No: 25

City Council Agenda Item Report

Meeting Date: August 22, 2023
Submitted By: Teisha WIlson
Submitting Department:
Item Type: Resolution
Agenda Section: Regular Agenda

Subject:
Consideration of Resolution #2023-52 appointing a new Board Member to the Lehi City Historic Preservation Commission.

Suggested Action:

Attachments:

Res 2023-52.docx

LEHI CITY

RESOLUTION NO. 2023-52

A RESOLUTION OF THE LEHI CITY COUNCIL APPOINTING A NEW BOARD MEMBER TO THE LEHI CITY HISTORIC PRESERVATION COMMISSION

WHEREAS, the Lehi City Municipal Code Title 3, Chapter 1, outlines the qualification for membership, terms and vacancies for the Lehi Historic Preservation Commission; and

WHEREAS, the Mayor of Lehi City wishes to appoint 1 new member, along with the advice and consent of the City Council, to the Historic Preservation Commission.

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

1. Appoint Laura Bangerter as a Committee Member whose term shall begin immediately and expire December 31, 2026.

2. The provisions of this resolution shall take effect immediately upon passage.

Approved and Adopted by the City Council of Lehi City this 22nd day of August, 2023.

LEHI CITY

_____
Mark Johnson, Mayor

Attest:

_____
Teisha Wilson, City Recorder