



Lehi City Council Meeting Agenda

February 22, 2011

Pre-Council at 5:30 p.m.- Lehi City Administration Conference Room (153 N 100 E, Lehi)

Regular Session at 7:00 p.m.- Lehi City Council Chambers (153 N 100 E, Lehi)

Pre-Council, 5:30 p.m.

1. Jamie Davidson- Administrative Report
 - a. Outdoor Pool Discussion - Ron Foggin, Assistant City Administrator
 - b. Discussion of the Traverse Mountain Park Dedication - Kim Struthers, City Planner
 - c. Discussion of allowing graveyard shift work at 600 E. and State and I-15 - Jim Hewitson, Public Works Director
 - d. Discussion of North Utah County Metro Fire Agency – Lehi City Fire Department
2. Mayor/Council Round Table

Regular Session, 7:00 p.m.

1. Welcome, Roll Call, Pledge of Allegiance
2. Citizen Input (for public comments on items not listed on the agenda)
3. Awards
 - a. Eagle Scout Awards
 - b. Lehi City Employee of the Month
4. Consent Agenda
 - a. Approval of meeting minutes from:
 - February 1, 2011 Work Session
 - February 1, 2011 Closed Executive Session
 - February 8, 2011 Pre-Council
 - February 8, 2011 City Council

5. Hold Public Hearing on Bryan Fox's request for approval of a proposed amendment to the Lehi City General Plan for approximately 3.17 acres of property located at 459 North 500 West from MDR (Medium Density Residential) and LDR (Low Density Residential) land use designations to an LI (Light Industrial) land use designation.

Presenter: Bryan Fox

6. Consideration of Ordinance #04-2011 amending the Land Use Element of the Lehi City General Plan and the General Plan Land Use Map for Bryan Fox located at 459 North 500 West.

Presenter: Bryan Fox

7. Consideration of the Boyer Company/ Spencer Moffat's request for final subdivision approval for Lehi Ranches Plat B, a 15-lot residential development located at approximately 400 West 1200 South in an R-1-22(Residential/Agriculture) zone.

Presenter: Boyer Company/ Spencer Moffat

8. Consideration of Resolution # 2011-09 authorizing the Mayor to sign an Airspace and Structural Support Easement for Adobe Systems, Inc. over a portion of Cabelas Boulevard to allow the construction, maintenance and operation of a four (4) story building across Cabelas Blvd public right-of-way.

Presenter: Kim Struthers, City Planner

9. Consideration of increasing the maximum contract amount on the 500 West Well Equipping Project.

Presenter: Lorin Powell, City Engineer

10. Consideration of increasing the Spring Creek Well Construction Contract to allow the well to be equipped.

Presenter: Lorin Powell, City Engineer

11. Consideration of Ordinance #03-2011 repealing Section 2.04.050(B) of the Lehi City Municipal Code and adopting a new Section 2.04.050(B) entitled Hiring of Full Time Employees and Residency and Response Time Requirements.

Presenter: Ken Rushton, City Attorney

12. City Business

13. Adjournment

- Public is invited to attend all City Council Meetings
- In compliance with the Americans with Disabilities Act, persons in need of special accommodations should contact the City Recorder at 768-7100 ext. 2254.
- This agenda has been properly posted and a copy provided to the local news media.



LEHI CITY
CITY COUNCIL PRE COUNCIL AGENDA
February 22, 2011

AGENDA ITEM: 1(D)

Discussion of North Utah County Metro Fire Agency

PRESENTER: Lehi City Fire Department

INFORMATION: [Executive Summary](#)
[Interlocal Agreement](#)

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For Lehi City Council Consideration
At February 22, 2011 Council Meeting
From: Fire Department



ISSUE

Lehi City has discussed the possibility of creating a Utah County Metro Fire Agency with surrounding cities. At present, there are six cities (Lehi, Saratoga Springs, Eagle Mountain, Alpine, Highland and Cedar Hills) actively involved in the creation of the agency. However, additional communities in Utah County (Provo, Orem, Pleasant Grove and American Fork) have been contacted about the agency and are reviewing whether it would be beneficial to be associated with the proposed agency. The agency would be created by an Interlocal Agreement between all participating communities.

BACKGROUND

In becoming a member of the Utah County Metro Fire Agency, Lehi City would benefit from the following:

- Benefitting from the expertise of neighboring departments, but at the same time, maintaining local control
- An automatic aid relationship with member agencies. For example, if there was a structure fire or other incident, all member agencies would automatically backfill our department, when necessary
- Resources would be more readily available on an “as needed” basis
- Purchasing power would be increased, especially as it relates to medical supplies, turnout gear, SCBAs, fire apparatus, etc.
- Providing specialized teams without additional training costs
- Eliminating the need to have equipment to meet the needs of every situation in every department
- Reducing response times, especially when experiencing multiple calls
- Reducing capital equipment needs and costs
- Reducing the amount of reserve equipment required in the department
- Utilizing expertise from other municipalities to create specialized teams
- Opportunities to call upon additional trained personnel and expertise, especially during long, challenging incidents
- Formalizing existing standard operating procedures with member agencies

RECOMMENDATION

Staff requests that the Mayor and City Council consider the merits of the proposed interlocal agreement and schedule time on the March 8, 2011 City Council Agenda to consider a resolution authorizing the mayor to sign the interlocal agreement.

**UTAH COUNTY METRO FIRE AGENCY
INTERLOCAL AGREEMENT**

This Interlocal Agreement (“Agreement”) is entered into this ____ day of February 2011, by and among **EAGLE MOUNTAIN CITY**, a municipal corporation of the State of Utah; **LEHI CITY**, a municipal corporation of the State of Utah; **LONE PEAK PUBLIC SAFETY DISTRICT**, a special service district of the State of Utah; and **SARATOGA SPRINGS CITY**, a municipal corporation of the State of Utah or other agencies accepted by the Board of Trustees as defined herein (herein individually a “Party” or collectively the “Parties”).

WITNESSETH

WHEREAS, the Parties have determined that the formation of a metro fire agency will assist in furthering the protection of the citizens of their respective cities; and

WHEREAS, the creation of a metro fire agency will allow for increased benefits regarding purchasing, mutual aid assistance, and efficient use of resources to the Parties and the citizens of their cities; and

WHEREAS, the Parties currently have mutual aid and automatic aid agreements and systems in place to assist with the provision of fire service to citizens and such agreements have demonstrated the Parties ability to work together in an effective and efficient manner; and

WHEREAS, the Parties desire to broaden the scope of their cooperation to other beneficial areas of their operations; and

WHEREAS, each of the undersigned cities have participated in the discussion and negotiation of the creation of this agency;

NOW THEREFORE, in consideration of the mutual promises and covenants herein, the Parties agree as follows:

AGREEMENT

1. PURPOSE. The Purpose of this Agreement is to promote the health, safety and welfare of the collective citizens of the Parties, to provide improved fire protection for the participating municipalities and to provide immediate unified and cooperative action to guard against potential multiple threats to individual cities. The Parties declare that there is a community-wide need to provide for an inter-local fire protection agency, and declare that this compelling need requires a state-of-the-art “all hazards” emergency response system. Such a system requires the creation of a metro fire agency under the Utah Interlocal Cooperation Act, Title 11, Chapter 13, Utah Code Annotated (“Interlocal Act”). This Agency will allow all participating municipalities to combine and share their collective capabilities and resources for themselves and their neighbors. It is the purpose of this Agreement to provide for the accomplishment thereof in the manner provided herein.

2. AUTHORITY. The Interlocal Act permits local governmental units to make the most efficient use of their powers and to provide the benefit of economies of scale; authorizes municipalities to enter into cooperative agreements with one another for the purpose of exercising, on a joint and cooperative basis, any powers, privileges and authority exercised by such public agencies individually; and authorizes such public agencies, pursuant to such agreements, to create a separate legal entity to accomplish the purposes of their joint cooperative action.

3. CONSIDERATION. The consideration for this Agreement consists of the mutual benefits and exchange of promises provided herein.

4. EFFECTIVE DATE. This Agreement shall become effective when two or more of the Parties named above each execute an original or copy of this Agreement as required by law.

5. TERM. The term of this Agreement shall be five (5) years from the effective date, unless sooner terminated as provided in Item 16 herein. The Agreement may be renewed in writing upon terms and conditions acceptable to 2/3 of the Parties, who are then parties, for a period of up to fifty (50) years.

6. NAME. The name of the new legal entity is the Utah County Metro Fire Agency (“Agency”).

7. GOVERNANCE. The Agency shall be governed by a Board of Trustees (“Trustees”) which shall have sole authority to conduct the business of the Agency.

a. Trustees membership shall consist of each Member City=s Manager/Administrator, or Chairman of the Special Service District Managing Board, as dictated by the Member City=s form of government. Each Party may appoint, through compliance with its own legal requirements that govern such Board appointments for that Party, up to two empowered designees to serve as interim Trustee in the absence of that Party’s member and that designee shall have the same rights as that member.

b. Trustees are responsible for all decisions related to the organizational and operational conduct of the Agency. Trustees will have responsibility for overseeing reciprocity within the Agency.

c. Trustees decisions shall be based on a majority vote of its members, and each member city shall have one vote.

d. If a Trustee representing a Party does not agree with a majority decision made by the Trustees, that Trustee may (through written notice) abstain from participating in the specific issue being addressed and that Party will not be bound by that decision.

e. Trustees officers shall consist of a chair, vice-chair and secretary, and shall be elected by the Trustees from among its members and shall serve for such terms and perform such duties as shall be provided in the by-laws.

f. The chair shall be the presiding officer of Trustees, and the vice-chair shall serve at the request of the chair or in the absence of the chair. The secretary shall keep minutes of Trustees' meetings and shall attest to the signature of the chair as needed. Trustees may also appoint additional officers and representatives, and may assign duties to existing officers, as it deems necessary for the administration of the Agency.

g. Trustees shall have regular meetings at least once every three months and more frequently if needed or as provided in any by-laws. Meetings will be held at a location to be determined by the Trustees.

h. The chair shall give reasonable notice to all Trustees members of the time and place of each meeting subject to the provisions of Item 24 herein.

i. Trustees may establish from time to time standing or ad-hoc committees as shall be deemed appropriate or necessary to carry out the business of the Agency.

j. Trustees is a public body and its members shall in all respects follow the requirements of the Open and Public Meeting laws, Title 52, Chapter 4, Utah Code Annotated, the Government Records Access Management Act, Title 63, Chapter 2, Utah Code Annotated, and all other applicable laws.

k. Trustees shall have the power to adopt, amend, and repeal rules, by-laws, policies and procedures to regulate the affairs and conduct the business of the Agency.

l. Trustees shall have the right to apply for and utilize grants in behalf of the agency.

8. OPERATIONS ADVISORY COMMITTEE. In addition to any standing or ad-hoc committee that the Trustees may deem appropriate or necessary to carry out the business of the Agency, an Operations Advisory Committee ("Operations") shall be established under the direction and supervision of the Trustees.

a. Operations membership shall be composed of the Fire Chief from each Party.

b. Operations shall provide advice and recommendations to the Trustees for planning, system coordination, policies, procedures, and standards utilized by the Agency, and may be given other responsibilities and authority as approved by the Trustees.

c. Operations decisions shall be based on a majority vote of its members and each member city shall have one vote.

d. Operations officers shall consist of a chair, vice chair and secretary, who shall be elected by Operations from among its members and shall serve for such terms and perform such

duties as shall be provided in the by-laws. Operations may also appoint additional officers and representatives as it deems necessary for the administration of its duties.

e. Operations shall meet as provided in the by-laws or as directed by the Trustees.

f. Operations is a public body and its members shall in all respects follow the requirements of the Open and Public Meeting laws, Title 52, Chapter 4, Utah Code Annotated, the Government Records Access Management Act, Title 63, Chapter 2, Utah Code Annotated, and all other applicable laws.

9. PARTY CONTROL. Each Party shall continue to control, own, and maintain its individual fire facilities, apparatus, and equipment at its sole expense. Each Party shall continue to maintain its separate purchasing processes although Agency-wide purchasing contracts may be used and purchasing alliances may be formed among some or all of the Members within the Agency for submitting bids to vendors. Each Party shall continue to maintain its own paramedic and ambulance licenses. Each Party shall continue to handle its own human resource functions to include payroll and benefits, personnel and staffing decisions, and employee compensation with respect to its own employees.

a. The Agency, in making decisions that impact the organizational and functionality of local fire departments representing each Party, acknowledges the right of each Party to choose whether or not to participate in recommendations that are made and accepted by the Trustees.

b. The Agency may contract with any person or entity for the provisions of services or materials in compliance with contracting and purchasing policies established by the Trustees, including legal and accounting services.

10. AGENCY SERVICES. The Agency, as determined by the Trustees, may provide to each Party emergency and non-emergency services which the Agency has the capability of providing, to include, but not limited to, firefighting, emergency medical response, hazardous materials response, bomb response, search and rescue, technical rescue, fire and safety prevention, environmental protection, and public education.

11. SUPPORT STAFF. Support staff can be provided by the Parties on an as-required basis at no cost to the Agency.

12. BYLAWS. Policies, procedures, other agency related business, and other operational and organizational issues will be governed through by-laws to be adopted by resolution by the Trustees.

13. ADDITIONAL PARTIES. Any municipality within Utah County department or a public safety special service district which has its own individual full time fire may apply for membership to the Agency. Trustees may accept the applicant only by a unanimous vote of member agencies. If accepted, the applicant must agree in writing to be bound by the terms and conditions of this Agreement.

14. TERMINATION. A Party may withdraw from the Agency at the beginning of any new fiscal year, defined as July 1, by giving at least six (6) months prior written notice of withdrawal to the Trustees and to the other Parties as provided in Item 24. The notice of withdrawal shall be in writing, signed by the Party's Mayor or Manager/Administrator, and approved and authorized by resolution of Party's City Council. Notwithstanding the foregoing, no Party may withdraw from the Agency during the term of any agreement entered into by the Agency to finance the acquisition or construction of capital improvements for the Agency, unless mutually acceptable provisions are made whereby such existing agreement is assumed by another Party, and such provisions are approved in writing under such agreement. Unless the withdrawal of a Party results in the dissolution of the Agency, any withdrawing Party shall be entitled, subject to equitable adjustment for any prior credits given, to receive back any real or personal property (not consumed) provided by such Party for use by the Agency under this Agreement, and all leases of such property shall automatically terminate. Agency-acquired property shall remain with the Agency.

15. DISSOLUTION. This Agreement may be terminated and the Agency may be dissolved by a 2/3 vote of Trustees, provided there is no then existing agreement entered into by the Agency to finance the acquisition or construction of capital improvements for the Agency, unless mutually acceptable provisions are made whereby such existing agreement is assumed by one or more Parties, and such provisions are approved in writing under such lease / purchase agreement. Upon dissolution, each Party shall be entitled, subject to equitable adjustment for any prior credits given, to receive back any original equipment or asset the Party leased, donated, or otherwise provided to the Agency. Any remaining real or personal property acquired under this Agreement shall be allocated as agreed upon by the Parties.

16. INDEMNIFICATION. The Agency and the Parties are governmental entities as set forth in the Utah Governmental Immunity Act, Title 63, Chapter 30d, Utah Code Annotated ("Immunity Act"). Consistent with terms of the Immunity Act, and as provided herein, it is mutually agreed that the Agency and the Parties are each responsible for their own wrongful and negligent acts which are committed by them or their agents, officials or employees. The Agency and the Parties do not waive any defenses otherwise available under the Immunity Act, nor does any Party or the Agency waive any limits of liability provided by the Immunity Act which immunity and damage caps are expressly preserved and retained. Moreover, the Agency and each Party agrees to indemnify, defend and hold harmless the other Parties from any damage, loss, expense, judgment or assessment arising in connection with any action or inaction by the Agency or the Party, their agents, officials or employees.

17. INSURANCE. Each Party shall be solely responsible for providing workers compensation and benefits for its own officials, employees and volunteers who provide services under this Agreement. Each Party shall obtain insurance, become a member of a risk pool, or be self insured to cover the liability arising out of negligent acts or omissions of its own personnel rendering services under this Agreement. The Agency shall purchase insurance in amounts required by law, independent of the insurance or other coverage maintained by each Party, to provide protection for its operations including, but not limited to, liability insurance and worker's compensation insurance.

18. GOVERNMENTAL APPROVAL. This Agreement shall be conditioned upon its approval and execution by the Parties pursuant to and in accordance with the provisions of the Interlocal Act including the adoption of resolutions of approval by the legislative bodies of the Parties.

19. LAWS OF UTAH. It is understood and agreed by the Parties that this Agreement shall be governed by the laws of the State of Utah both as to interpretation and performance.

20. SEVERABILITY OF PROVISIONS. If any provision of this Agreement is held invalid, the remainder shall continue in full force and effect; except that if Items 14 or 15 herein are held invalid, this Agreement shall be held invalid and shall be of no further force or effect.

21. THIRD PARTIES. This Agreement is not intended to benefit any party or person not named as a Party specifically herein, or which does not later become a Party hereto as provided herein.

22. TITLES AND CAPTIONS. The titles and captions of this Agreement are for convenience only and in no way define, limit, augment, extend or describe the scope, content or intent of any part or parts of this Agreement.

23. NON ASSIGNABILITY. Neither the Agency nor the Parties shall transfer or delegate any of their rights, duties, powers or obligations under this Agreement without a 2/3 consent of Trustees.

24. NOTICES. All notices and other communications provided for in this Agreement shall be in writing and shall be sufficient for all purposes if (a) sent by email to the address the Party may designate, or by fax to the fax number the Party may designate, and concurrently sent by first class mail to the Party and to the Party's legal office, (b) personally delivered, or (c) sent by certified or registered United States Mail addressed to the Party at the address the Party may designate, return receipt requested.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed on their behalf by the following duly authorized representatives as of the date appearing opposite their signature below.

CITY

ATTEST

By: _____
XXXXXXXXXX, Mayor

XXXXXXXXXXXXXXXXXX, City Recorder

Date: _____

Approved as to legal form and compliance with applicable law:

XXXXXXXXXXXXXXXXXX, Attorney



LEHI CITY
CITY COUNCIL AGENDA
February 22, 2011

AGENDA ITEM: 3(b)

Awards - Lehi City Employee of the Month

PRESENTER: Jamie Davidson, City Administrator

INFORMATION: [Nomination](#)

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Employee Of the Month
Nomination Form



Your Name: Alyson Alger

The name of the employee you wish to nominate: Sue Gray

I nominate this employee for the employee of the month because _____

See Attached

Attach additional sheets in needed. Once you have completed this form, submit it to your supervisor or to the City Administrator for processing. If the employee you have nominated does not receive the Award, try again next month. Remember, no employee can get the award if they are not nominated!

Supervisor Signature: _____

Personnel Officer Signature: _____

EAC Chairman Signature: _____

The signature of the EAC Chairman indicates that this individual has been selected by the EAC to Receive this award.

OK John G.



Memo

To: Frankie Christofferson and Lehi City Employee Committee
From: Alyson Alger, Senior Accountant
Date: 1/25/2011
RE: NOMINATION FOR FEBRUARY EMPLOYEE OF THE MONTH

I would like to nominate Sue Asay for Employee of the Month for February. Over the past year, Sue has worked tirelessly on the court's database preparing for the conversion to Choris (the new State mandated court system). In January, the Court converted to the new system. The conversion went almost seamless and they had very little problems with the conversion, which I attribute to all of Sue's hard work (most of which was behind the scenes) to get the database clean and free of errors. She worked extra days and hours to make the conversion as painless on the court staff as possible.

Sue takes pride in her work and I think that she should be recognized for the efforts she puts in every day.



LEHI CITY
CITY COUNCIL AGENDA
February 22, 2011

AGENDA ITEM: 4(a)

Consent Agenda

Approval of meeting minutes from:

[February 1, 2011 Work Session](#)

February 1, 2011 Closed Executive Session

[February 8, 2011 Pre-Council](#)

[February 8, 2011 City Council](#)

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Minutes of the **Work Session** of the **City Council** held Tuesday, **February 1, 2011**, at 4:07 p.m. at the Lehi City Administration Building, 153 North 100 East, Lehi, Utah.

Members Present: Bert Wilson, Mayor
Kaye Collins, Council Member
James Dixon, Council Member
Steve Holbrook, Council Member
Mark Johnson, Council Member
Johnny Revill, Council Member

Others Present: Jamie Davidson, City Administrator; Ron Foggin, Assistant City Administrator; Ken Rushton, City Attorney; Kim Struthers, Planning Director; Lorin Powell, City Engineer; Travis Ball, Power Director; Jim Hewitson, Public Works Director; Dave Sanderson, Finance Director; Chad Skinner, IT Manager; Doug Meldrum, Economic Development Manager; Brenn Bybee, Assistant to the Administrator; Jody Burnett, Attorney; Marilyn Banasky, City Recorder; and 7 citizens.

1. Welcome and Opening Comment

Mayor Wilson welcomed everyone and noted that all Council members were present. Lorin Powell gave an opening comment.

2. a. Consideration of adjourning into a Closed Executive Session to discuss pending or reasonably imminent litigation as per UCC 52-4-205(c).

A discussion was held as to whether or not to hold the Closed Executive Session at this point or after item 3 in order to accommodate the citizens who were in attendance. Jamie Davidson reported that Jody Burnett has another meeting that he needs to attend in Draper and recommended holding the Closed Executive Session now.

Motion: Councilor Dixon moved to adjourn into a Closed Executive Session. Councilor Johnson seconded the motion.

Roll Call Vote: Councilor Revill, Yes; Councilor Collins, No; Councilor Dixon, Yes; Councilor Johnson, Yes; and Councilor Holbrook, Yes. The motion passed with four in favor and one opposed.

The meeting adjourned into a Closed Executive Session at 4:12 p.m.
The meeting reconvened at 5:25 p.m.

b. Consideration of action from Closed Executive Session

No action was taken.

3. Discussion of residency/response time requirements for City employees.

Mayor Wilson reported that this item was discussed at the last City Council meeting and the proposed policy and ordinance were denied. He inquired if there were any feelings or thoughts toward making any changes. Councilor Collins stated that it bothers her that they are in this situation as she thinks they have a code and that they should follow it. She stated that she and Councilor Revill came up with a middle-of-the-road proposal and distributed it.

The proposal outlined the following:

- 1) Administration and Department Heads/Managers should live within the City Boundaries within 12 months of beginning their position unless an extension is authorized by the Mayor and City Council;
- 2) Sworn officers, certified, professional EMS positions, essential public works positions, essential power workers should live within a 20 minute response time of the city office complex based on the city's GIS system;
- 3) The City Attorney and deputy attorney need not live within the city;
- 4) Those positions not listed in this policy are not required to live within the boundaries or within a response time area.
- 5) Changes must be made to the code AND in the policy handbook so they match as of the date of adoption and that they require a vote of the City Council to be changed.
- 6) All city employees who currently work for the city will be grandfathered into the positions to which they are currently assigned as of the date of adoption. If that employee chooses to apply for and receives an offer for an administrative or managerial position, at that time they will be subject to the residency or response requirements.
- 7) If we can agree on this policy, we need to give it a head nod and then wait. In the event that the citizen initiative that has been presented to us receives enough signatures to be placed on a ballot, then we are able to place a competing question on the ballot. We could place our policy on the ballot and let the citizens decide what they want. If the citizen initiative does not get enough signatures to go on the ballot, then we can move to approve the policy.

Councilor Collins feels they need to have some flexibility as a City Council to grant relief for the Administration/Department Heads to live within Lehi in 12 months, as she doesn't want to impose a hardship on employees. She stated that she has always wanted key personnel to have response time but not everyone. She feels that waiting for the initiative process to be completed is important because if they grandfather current employees and the Citizen Initiative passes, she thinks there are people who would lose their jobs. Councilor Revill stated that he wants to establish who the Department Heads/Managers are and who is considered Administration. A discussion was held regarding which employees fall into the above mentioned categories and who should have a 20 minute response time. Jamie Davidson stated that he and the Assistant City Administrator currently serve under the Mayor as Administration and there are eight specific Department Heads that are as follows: 1) City Engineer; 2) Planning Director; 3) Power Director; 4) Finance Director; 5) Police Chief; 6) Fire Chief; 7) Public Works Director; and 8) Judge. He reported that all the others are division managers. He recommended that the Judge be excluded from the residency requirement as that position is regulated by state law and the City has no jurisdiction to impose a residency requirement. He suggested that the policy only apply to full-time

employees as there are part-time positions that a response time could affect such as paramedics who may work part-time in multiple jurisdictions.

A discussion was held regarding the Citizen Initiative petition process. Ken Rushton reported that the City Council has choices once the petition is completed. He explained that if the required number of signatures are obtained then the petition is presented to the City Council. He stated that the Mayor and City Council can then reject it; pass it as an Ordinance without going to ballot; or sent it to the ballot with or without a competing ordinance, which would provide two alternatives on the ballot. He explained that if the initiative is passed by the voters, the City Council can accept the ordinance as written or can make changes to it. Councilor Dixon stated that he has yet to see any evidence that proves that residency makes for a more qualified employee. He believes employees should be hired based on their education, qualifications, experience, and performance. He questions if requiring Department Heads to live in the City is defensible and whether or not it is discriminatory. He feels they need to acknowledge study of 36 cities and their hiring policies with regard to residency. He thinks the idea of grandfathering employees is a touchy-feely way of solving the problem. He stated that he wants to see the best, most qualified people hired, and residency is the last thing he feels qualifies an employee to work for the City. He stated that he would have approved the proposed ordinance that was offered at the last Council Meeting and feels that employees should be invited to live within the City boundaries and give preference to a Lehi residence if the qualifications are equal between two candidates. He suggested that they accept the verbiage, with regard to residency as proposed to them at the last Council meeting, and then separate out response time from the policy and put those requirements in the hands of the Department Heads to make a judgment on response time.

Mayor Wilson stated that he has done a lot of thinking since last Tuesday and still goes back to the fact that 36 cities have a response time requirement or feel that residency/response times don't matter. He feels that if the Department Head needs a response time it should be their prerogative to put that into a policy. He thinks the City Administrator, Fire Chief and Police Chief should be the only employees required to live in Lehi.

Ken Greenwood stated that he feels the decision makers and Department Heads should live in the City limits. He thinks they are talking about what is good for the employees and not good for the City.

James Roberts reported that he has lived in multiple states and chose to live in Lehi. He stated that there was a lot of resentment from his family in his home town as it changed due to the employees not being from there and gambling was allowed because of that. He feels that they can find someone to fill positions from the 50,000 residents, even though they may not be the best candidate, but could do the job. He feels they will be part of the neighborhood and have more pride in the community. He stated that he is representing 8-10 neighbors who feel there is a law on the books and it was sidestepped.

Councilor Johnson reported that it is difficult for some employees that may want to live in Lehi but can't due to various reasons. He stated concern with allowing the Mayor and

Council to authorize extensions past the 12 months to move to Lehi as he feels that could be discriminatory. He wondered what the extension would be based on and how it would be determined. He expressed concern that extensions could become political issues and not be handled fairly for all employees. He thinks that whatever is passed needs to be written with exactness. He thinks it is appropriate to grandfather people in as they may not have known there was a residency requirement. He stated that as far as the initiative is concerned, he feels they should let it run its course and he is not sure why it is part of this discussion. He stated that they were elected to establish the legislative laws they feel are best for the community and that they need to decide what is appropriate for their community. He stated that more than anything else they need a law on the books that is fair to the employees and residents. Councilor Holbrook stated that it is easy to see both sides and that he is in the middle on this issue.

Jim Hewitson reported that he moved to Lehi when he was hired, but feels it is easy to meet a residency requirement when moving 500 miles instead of 15 miles. He suggested that the City provide compensation for moving expenses, etc. if they require an employee to live within the City limits.

Mayor Wilson inquired if the Council is in favor of grandfathering in current employees in their existing positions, and when hiring new employees in supervisory or administrative positions that they must be willing to relocate to Lehi within 12 months and the positions would be advertised as such. Councilor Revill stated that they are talking about nine positions that would have a residency requirement. He suggested having the ordinance address the residency requirement and the response time requirement would be addressed in the employee handbook and set by departments. Mayor Wilson suggested having Mr. Rushton draft an ordinance addressing residency and stating that response times would be addressed in the employee handbook. Councilor Revill stated that he liked the idea of helping with moving and relocation expenses and would like to offer that to current employees as well. Mr. Rushton stated that he wouldn't recommend that they legislate that but suggested that could be handled on a case by case basis through an employment agreement. Councilor Johnson stated that they should adjust the policy manual to match the ordinance and that individual department response time policies be approved by the City Council. Mr. Rushton stated that they need to have an ordinance that provides for the enablement of policy to be established and that the current ordinance either needs to be amended or repealed. He recommended that the essential residency framework, with a flexibility provision, be put in the ordinance and a provision that response times be determined by departments with the policy approved by the City Council.

Councilor Collins inquired if there is wisdom in holding off with the ordinance/policy until the Citizen's Initiative petition works through the process and getting a head nod from the Council to move forward with the ordinance/policy then. Mr. Rushton stated that he doesn't think it will make any difference in terms of liability. He thinks there is tons of liability if the Citizen's Initiative passes. He feels it would be a positive thing if they pass an ordinance that addresses the current deficiencies. Councilor Collins stated that she is not willing to vote against the Citizen's Initiative if it is voted in and wonders if it is strategically better to hold back. Councilor Johnson stated that this is the Council's proposal and feels they should

move forward with it. Mr. Rushton stated that the City can show that they have addressed this issue and that they believe the new policy is workable and recommends it to the citizens.

A discussion was held regarding letting the employees know what the Council is considering in order to ease their concerns. **Mayor Wilson asked for consensus to let the employees know what the Council is considering. Consensus was reached.** It was decided that Mr. Rushton will have a draft ordinance to hand out at the February 8, 2011, Pre Council Meeting for the Council to look over. The ordinance would then be placed on the February 22, 2011, agenda for consideration.

4. Discussion of Capital Outlay Items for Outdoor Swimming Pool 2011

This item was withdrawn from the agenda.

5. Discussion of implementing a Consent Agenda

Jamie Davidson reported that this was discussed in January and information about a consent agenda was included in their packet. He stated that a consent agenda item is one that generally doesn't require discussion or debate. He explained that all the information related to the item would be included in their packets and that any item placed on the Consent Agenda can be removed and discussed. A discussion was held regarding the pros and cons of a consent agenda. **Mayor Wilson asked for consensus to implement a Consent Agenda. Consensus was reached.**

6. City Business

None

7. Mayor/Council Round Table

Mayor Wilson reported that Flatiron Construction talked to Streets Manager, Wade Allred, yesterday and stated that they need to work 24 hours a day for a period of time on SR-92. He stated that Flatiron is backfilling and the ground is freezing so it is taking them 5 hours to do a 2 hour job. He reported that this work is going to be in the Triumph Boulevard area and that they have an April 30th deadline. **Mayor Wilson asked for consensus to allow Flatiron Construction to work 24 hours a day in the Triumph Boulevard area until April 30, 2011. Consensus was reached.**

Councilor Holbrook reminded the Mayor and Council that the Green Eggs and Ham event will be held on February 21, 2011.

Councilor Revill reported that he got a phone call from a soccer group who is asking about improvements to soccer fields. He inquired as to the progress on the Thanksgiving Point drainage. Lorin Powell stated that it will be ready the following year and that the Ivory one might be ready this year. Councilor Revill stated that the soccer group wants to make a proposal to help with the City's soccer leagues.

9. Adjournment

With no further business to come before the City Council at this time, Councilor Collins moved to adjourn the meeting. Councilor Johnson seconded the motion. The motion passed unanimously. The meeting adjourned at approximately 7:29 p.m.

Approved February 22, 2011

Attest:

Bert Wilson, Mayor

Marilyn Banasky, City Recorder

DRAFT

Minutes of the **Pre-Council** of the **City Council** held Tuesday, **February 8, 2011**, at 5:35 p.m. at the Lehi City Administration Building, 153 North 100 East, Lehi, Utah.

Members Present: Bert Wilson, Mayor
Kaye Collins, Council Member
James Dixon, Council Member
Steve Holbrook, Council Member
Mark Johnson, Council Member
Johnny Revill, Council Member

Others Present: Jamie Davidson, City Administrator; Ron Foggin, Assistant City Administrator; Ken Rushton, City Attorney; Kim Struthers, Planning Director; Lorin Powell, City Engineer; Jim Hewitson, Public Works Director; Travis Ball, Power Director; Dave Sanderson, Finance Director; Wade Allred, Streets Manager; Brenn Bybee, Assistant to the Administrator; Marilyn Banasky, City Recorder; and 6 citizens.

Mayor Wilson welcomed everyone and noted that all Council members were present. Councilor Dixon gave the opening comment.

1. Administrative Report – Jamie Davidson City Administrator

Adobe

Jamie Davidson introduced John Bankhead and Jonathan Francom from Adobe and reported that they will give a presentation on the status of their project. Jonathan Francom stated that Lehi City has been a pleasure to work with. He reported that the Adobe campus will make a statement and will be an iconic building that won't look like other buildings along the Wasatch Front. He stated that they just finished the schematic design and that the property has a lot of challenges to it which has forced them to think creatively. John Bankhead gave a Power Point presentation of the design concepts. He reported that the master plan is for three buildings with the main building in phase 1. He discussed traffic flow and explained that they have tried to hide the parking stalls and wanted to tuck the parking behind and underneath the buildings. He stated that the campus will have a lot of landscaping which will utilize windrows, retaining walls, orchards, and possibly a garden to help support the café. Mayor Wilson inquired as to how many stories the buildings will have. Mr. Francum replied that there will be four stories. Mr. Bankhead discussed pedestrian and bike traffic as well as the Trax line and UTA stops. He stated that Adobe wants to have civic events and large gatherings at the campus. He reported that the building materials will mainly be concrete, glass, aluminum fins, and zinc. He discussed the bridge over Cabellas Way and stated that they are working to make the columns and underside look good and fit into the architectural flow of the campus. He reported that they want to be in the building by October 1, 2012, and are planning to start vertical construction the first week of June, 2011.

Discussion of Capital Outlay Items for Outdoor Swimming Pool 2011

Jamie Davidson reported that they are faced with the prospect of opening the outdoor pool again and wanted to have a conversation with the Mayor and Council regarding that. He feels there is an ongoing long term commitment on the part of the Mayor and Council to make this part of Lehi City services and in order to accommodate that, they need to continue to invest in that facility to ensure that they have a quality facility going forward. He stated that Dan Harrison, Legacy Center Manager, and Kim Cooper who manages the Outdoor Pool are present to speak on the issue tonight. He reported that Ron Foggin put together a list of expenditures that are needed to maintain the facility. Ron Foggin reported that the City has traditionally subsidized the Outdoor Pool at a cost of approximately \$90,000 a year. He stated that it broke even last year, but that they didn't spend any capital dollars on the facility. He explained that the outdoor pool facility makes more money when the slide is open than when it is closed. He stated that the slide did remain open last year, but that there were many injuries due to the poor condition of the slide surface and that the City's Risk Manager has said he wouldn't allow the slide to reopen in its current condition.

Kim Cooper stated that there are three things that he feels needs to be done to upgrade the facility: 1) New slide surface; 2) Plaster the entire pool; and 3) install new lockers. He feels that if they are going to open the Outdoor Pool then they need to at least do those three things, or not open it at all. Mr. Foggin stated that they had the slide resurfaced and it lasted one year. He feels they can't continue to patch the slide for \$50,000 to \$100,000 every other year and that they need to look at installing a new slide and remove the existing structure. He suggested possibly adding two slides and expanding to offer splashpad activities and toys to attract more people. He reported that there are two choices to refinish the pool surface. He explained they can replaster the surface or use a Myrtha pool lining system which is a PVC lining over stainless steel plates. He stated that the Myrtha system has a 15 year warranty and an expected life of 25 years, where plastering lasts approximately 5 years. He reported that the Myrtha system costs approximately \$100,000 versus plastering at \$90,000.

Councilor Collins inquired how much it would cost to replace the slide. Mr. Davidson replied that it would be between \$120,000 to \$130,000 for a slide out of the box. Councilor Johnson stated that they keep dumping money in the facility and that he thinks the slide structure looks bad. He wants to do something to encourage people to come and use the facility. He suggested purchasing two out of the box slides and have them installed. Mayor Wilson stated that if they are willing to spend money on slides, he wondered what they wanted to do about the pool resurfacing and lockers and stated that the roof and pumps are also in need of repair. He wondered how they will pay for all of it. Mr. Davidson suggested that another option would be to come up with a 3 to 4 year Capital Improvement Plan for the Outdoor Pool. He stated that they could do the plaster or Myrtha system on the pool this year and the next year they could address the slide and future amenities. Councilor Johnson inquired if there was any bond money available that they could use. Mr. Davidson replied that there isn't but that they could borrow from themselves for \$150,000 to \$200,000. Councilor Dixon stated that he would like to see the area completely redesigned and include a splashpad area with slides. He would like to see it go that direction rather than add two slides and patch the building up. A discussion was held regarding the priority of repairs. It

was determined that the number one priority was resurfacing the pool and that a price would be obtained on the Myrtha pool lining system. It was also determined that the slide and slide structure would be removed and a new slide concept would be developed.

Gerber Construction's request to close 1200 East

Wade Allred reported that he was approached last week regarding closing 1200 East at SR-92 to put a pedestrian crossing under the road. He replied that until Center Street is open he is not allowing any other road closures. He feels that this needs to be looked at from an emergency response standpoint as the emergency response vehicles are already being detoured 24 blocks and if 1200 East is closed it will make their detour 36 blocks. Jeremy Miner and Kyle Lieshman representing Gerber construction were introduced. Jeremy Miner reported that the Murdock Canal Trail is 16 miles long and will come through Lehi. He stated that it will cross or go under a lot of roads and that they are proposing to temporarily close 1200 East in order to install a cast-in-place undercrossing for the trail. He explained that these structures are 100 feet long and 19 feet wide and that closing the road would facilitate speeding up the process and allow them to construct the undercrossing in one phase. Mr. Allred stated that he is against closing 1200 East while Center Street is also closed. He stated that they need to talk to Flatiron Construction to see when Center Street will be reopened. Mr. Lieshman reported that they are looking to start mid-March or early April to coordinate with the pipeline schedule. He stated that there are benefits to installing the undercrossing and installing the pipe for the pipeline at the same time in order to prevent two different impacts. Mr. Allred stated that it makes sense to close the road from a construction point of view, but that he is worried about the emergency response times. He inquired if Gerber Construction could switch and install the undercrossing at 3200 North first. Casey Brown, from J-U-B Engineers, stated that the pipe has already been installed there and that they can work at 3200 North when water is there. He stated that they are staging the areas that will be difficult to work in when water is there. A discussion was held regarding closing the road. The Mayor and Council stated that they feel comfortable closing no more than one road at a time. Mr. Allred will talk to Flatiron Construction to see what their timeframe is to open Center Street and he will report back to the Council on further road closures in the area. Councilor Johnson stated that he would like to see the same advertising that was done for the Traverse Mountain road closures be done for any other road closures in the area.

2. Mayor/Council Round Table

None

With no further business to come before the City Council at this time the meeting adjourned at approximately 7:09 p.m.

Approved February 22, 2011

Attest:

Bert Wilson, Mayor

Marilyn Banasky, City Recorder

Minutes of the **Regular Session** of the **City Council** held Tuesday, **February 8, 2011**, at 7:13 p.m. at the Lehi City Administration Building, 153 North 100 East, Lehi, Utah.

Members Present: Bert Wilson, Mayor
Kaye Collins, Council Member
James Dixon, Council Member
Steve Holbrook, Council Member
Mark Johnson, Council Member
Johnny Revill, Council Member

Others Present: Jamie Davidson, City Administrator; Ron Foggin, Assistant City Administrator; Ken Rushton, City Attorney; Kim Struthers, Planning Director; Lorin Powell, City Engineer; Jim Hewitson, Public Works Director; Travis Ball, Power Director; Brenn Bybee, Assistant to the Administrator; Marilyn Banasky, City Recorder; and approximately 38 citizens.

1. Welcome, Roll Call, Pledge of Allegiance

Mayor Wilson welcomed everyone and noted that all Council members were present. Caleb Walker led the Pledge of Allegiance.

2. Citizen Input (for public comments on items not listed on the agenda)

Fire Chief, Dale Ekins, presented Ron Berenson with a plaque honoring him for his 30+ years of service with the Lehi City Fire Department.

3. Consent Agenda

a. Approval of meeting minutes from:

January 25, 2011 Pre-Council

January 25, 2011 City Council

Mayor Wilson reported that Councilor Collins submitted an addition to her motion on Item 11 of the January 25, 2011 City Council meeting minutes.

Motion: Councilor Collins moved to approve the Consent Agenda with the addition to the minutes. Councilor Revill seconded the motion.

The motion passed unanimously.

4. Public hearing on Mountain Home Development's request for approval for Eagle Summit Subdivision Phase 7, a 3 lot residential subdivision located at 5269 Eagle View Drive in an existing PC (Planned Community) zone.

Carl Karen, reported that he is from the Traverse Mountain Master Association, who is the property owner. He stated that there is a utility easement going through two lots and the Home Owners Association (HOA) wants to divide that into three parcels. He explained that instead of the property being open space and owned by the HOA, it would be attached to the

property owners to maintain and the property would become part of the property owner's parcels. Councilor Collins stated that because the parcel has utilities going through it, the Development Review Committee recommended that no fences be allowed down the center of the easement and that no permanent structures can be constructed within the easement. Mr. Karen stated that he is familiar with the Development Review Committee's comments and the home owners are aware that they can't fence the middle of the easement.

Mayor Wilson opened the public hearing at 7:23 p.m.

No public comments were made.

Mayor Wilson closed the public hearing at 7:23 p.m.

5. Consideration of Mountain Home Development's request for approval for Eagle Summit Subdivision Phase 7, a 3 lot residential subdivision located at 5269 Eagle View Drive in an existing PC (Planned Community) zone.

Motion: Councilor Johnson moved to grant approval of the request from the Traverse Mountain Master Association for Eagle Summit Subdivision Phase 7, a 3 lot residential subdivision located at 5269 Eagle View Drive, and that all of the Development Review Committee's comments be considered and taken care of before the recording of the plat. Councilor Dixon seconded the motion.

Roll Call Vote: Councilor Revill, Yes; Councilor Collins, Yes; Councilor Dixon, Yes; Councilor Johnson, Yes; and Councilor Holbrook, Yes. The motion passed unanimously.

6. Public hearing on Don Lilyquist/Maverik's request for approval for Thanksgiving Point Business Park Plat E, a 2-lot commercial subdivision located at 3569 North Thanksgiving Way in an existing RC (Resort Community) zone.

Don Lilyquist reported that Maverik has an existing convenience store at Thanksgiving Point and they have been approached to sell the property in back of the store for another commercial development. He stated that they need to subdivide the property in order to do that. Councilor Revill stated that the information in their packet states that the commercial development is for a possible car wash and wondered if Maverick has car washes. Mr. Lilyquist replied that they don't. Councilor Collins inquired if they were proposing to change existing traffic flows. Mr. Lilyquist replied that the traffic flow won't change and the accesses and driveways will remain the same.

Mayor Wilson opened the public hearing at 7:28 p.m.

No public comments were made.

Mayor Wilson closed the public hearing at 7:28 p.m.

7. Consideration of Don Lilyquist/Maverik's request for approval for Thanksgiving Point Business Park Plat E, a 2-lot commercial subdivision located at 3569 North Thanksgiving Way in an existing RC (Resort Community) zone.

Motion: Councilor Revill moved to grant approval of Don Lilyquist/Maverik's request for approval for Thanksgiving Point Business Park Plat E, a 2-lot commercial subdivision located at 3569 North Thanksgiving Way, subject to the completion of all Development Review Committee's redline and general comments, and Planning and Zoning comments on cross access easement between lots. Councilor Johnson seconded the motion.

Roll Call Vote: Councilor Dixon, Yes; Councilor Johnson, Yes; Councilor Holbrook, Yes; Councilor Revill, Yes; and Councilor Collins, Yes. The motion passed unanimously.

8. Public hearing on Ivory Development's request for Preliminary Subdivision approval for Platinum Fields, a 48-lot Planned Residential Development located at approximately 2300 West 300 North in an existing R-1-22 (Residential/Agriculture) zone.

Chris Gamvroulis, from Ivory Development, reported that Ivory Homes recently purchased this property from the FDIC and is requesting to move forward with a 48 lot Planned Residential Development called Platinum Fields. He stated that they have worked hard to ensure that the engineering on the roads and infrastructure works and that they will raise the site to allow for homes with basements. He stated that they will be doing the bridge and open space in the first phase.

Mayor Wilson opened the public hearing at 7:35 p.m.

No public comments were made.

Mayor Wilson closed the public hearing at 7:35 p.m.

9. Consideration of Ivory Development's request for Preliminary Subdivision approval for Platinum Fields, a 48-lot Planned Residential Development located at approximately 2300 West 300 North in an existing R-1-22 (Residential/Agriculture) zone.

Motion: Councilor Revill moved to approve the request from Ivory Development for Preliminary Subdivision approval for Platinum Fields, a 48-lot Planned Residential Development located at approximately 2300 West 300 North, subject to the completion of the Development Review Committee's redline and general comments, and any Planning and Zoning comments. Councilor Johnson seconded the motion.

Roll Call Vote: Councilor Holbrook, Yes; Councilor Revill, Yes; Councilor Collins, Yes; Councilor Dixon, Yes; and Councilor Johnson, Yes. The motion passed unanimously.

10. Consideration of Scott Woffinden's request for an Extension of Approval for Powell Subdivision, a 2-lot commercial subdivision located at 575 East State Street in an existing MU (Mixed Use) zone.

Scott Woffinden reported that he recently purchased the Powell property and is requesting an extension of time to record the Powell subdivision. Mayor Wilson thanked him for the good work that has been done to improve the property. Councilor Johnson inquired if the extension could be granted for one year from today as the original extension expired on May 26, 2010, and the City code only allows for extensions to be granted in one year increments. A discussion was held regarding this issue and it was determined that due to the extraordinary circumstances of this property it would suffice to grant the extension for one year from today's meeting.

Motion: Councilor Johnson moved to grant Scott Woffinden's request for an Extension of Approval for the Powell Subdivision, a 2-lot commercial subdivision located at 575 East State Street as presented, subject to the Development Review Committee's comments. The extension will expire on February 8, 2012, because of extraordinary circumstances of the change of ownership on this piece of property. Councilor Holbrook seconded the motion.

Roll Call Vote: Councilor Revill, Yes; Councilor Collins, No; Councilor Dixon, Yes; Councilor Johnson, Yes; and Councilor Holbrook, Yes. The motion passed with four in favor and one opposed.

11. Consideration of Epperson and Owens, P.C. law firm's request to reduce an invoice from the Lehi Police Department.

Jamie Davidson reported that a number of months ago the Police Department was served with a subpoena on a civil matter for the Ragsdale homicide. He stated that the City produced 48 CD's at \$50/each and 3 case reports at \$25/each for a total invoice amount of \$2,475.00. He explained that the attorney wrote the City requesting reconsideration of the bill, due to what the attorney felt was an extraordinarily high cost of producing the CD's and said his client would be willing to pay \$1,425.00, of \$25/CD. Mr. Davidson reported that staff feels a more appropriate amount to charge is \$25 per CD and \$15 per case report which would reduce the amount by \$1,080 and making the total invoice \$1,395.00. He stated that going forward the City will work with Police Department to establish an evidence CD charge on the Consolidated Fee schedule.

Motion: Councilor Holbrook moved to reduce the billing from \$2,475.00 to \$1,395.00 as presented. Councilor Dixon seconded the motion.

Roll Call Vote: Councilor Collins, Yes; Councilor Dixon, Yes; Councilor Johnson, Yes; Councilor Holbrook, Yes; and Councilor Revill, Yes. The motion passed unanimously.

12. City Business

Residency/Response Time Proposed Ordinance

Jamie Davidson reported that Ken Rushton distributed a revised ordinance during the Pre-Council meeting regarding residency and response time requirements for full-time employees. He stated that they want to review the proposed ordinance tonight and place it on the next City Council agenda for consideration. Ken Rushton, City Attorney discussed the proposed ordinance that would change section 2.04.050(B) of the current Lehi City code. Mr. Rushton stated that the language in Section B1 was taken from the prior ordinance. He stated that Section B2 of the proposed ordinance allows employees who are hired and have a residency requirement move to the City within 12 months and that two additional 12 month extensions could be granted at the discretion of the City Council. Councilor Dixon stated that he doesn't see a suggestion that there is discretion as the proposal sets out a time frame but doesn't say anything about extenuating circumstances or hardships. Mr. Rushton replied that an extension would require some sort of extenuating circumstances beyond the initial 12 months period and that he may need to add language suggesting that extensions are discretionary with the City Council based upon circumstances presented by the employee. Section B2 was discussed regarding allowing extensions, how many extensions should be allowed, and under what circumstances should an extension be granted to an employee as outlined in this section. It was determined that the second sentence in paragraph B2 would read as follows: Such extensions shall not exceed an additional 12 month period and ~~no more than two~~ additional extensions may be granted for a total of ~~36 months from the hire date~~.

Mr. Rushton stated that he questions that the Director of Finance and Administrative Services position be included in the residency requirement as he feels that position is not an essential employee as outlined in the ordinance's preamble. He stated that all the other positions that are listed in Section B2 are involved in emergency circumstances or supervises those in emergency circumstances. Mayor Wilson suggested that position could be required to have a 20 minute response time rather than be required to be a resident. Mr. Rushton stated that either way the City needs to have a rational basis for the residency or response time requirement and demonstrate the need for that in order to survive a legal challenge. Councilor Johnson stated that the listed positions are the directors of the City and he believes that establishes the nexus. He understands the nexus is emergency response but thinks that some people could construct an argument that finance needs to be here, depending on the type of emergency. He feels that positions with director level status need to be included.

Mr. Rushton discussed paragraph B3. He stated that he provided two alternatives regarding establishing a 20 minute response time for employees. Alternate #1 lists specific positions and Alternate #2 gives the department directors the latitude to develop an emergency response time policy, which would then be approved by the Mayor and City Council. Mr. Davidson stated that response time could be outlined in a job description and the employee would have to comply with that. He suggested going through each position in the department and specify those employees who would be categorized as emergency responders and put a response time requirement in their job description rather than outlining specific positions in the ordinance. Councilor Johnson reported that he likes the policy procedure and would rather have department directors struggle with this issue and let them develop a policy that

fits their departmental needs. He stated that as long as department policies come to the City Council for review and approval, he is fine with Alternative #2. Mr. Rushton stated that the departments may have policies that address this issue, but he doubts that they have been approved by the City Council. He stated that the policies need to be adopted by the City Council to have the force of law. A discussion was held regarding departmental policies and having them approved by the City Council. It was discussed that they could be reviewed annually and changes would need to come before the City Council. It was determined that Section B3 Alternate #2 be placed in the proposed ordinance and keep the language that the response time would be calculated from the City Administrative Offices. The rest of the proposed ordinance was discussed and no changes were proposed. Mr. Rushton stated that he will make the discussed changes to the ordinance and place it on the next City Council agenda for consideration.

Animal Shelter/PETA Update

Ron Foggin, Assistant City Administrator, gave an update on PETA's activities in relation to the Animal Shelter selling animals to the University of Utah research facility. He stated that PETA members are beginning to attend City Council meetings to discuss their displeasure of the selling of the animal shelter animals and have also placed some door hangers in Orem. He stated that the Animal Shelter Board is resolute to continue selling the animals to the research facility.

General Plan Land Use Element Update

Kim Struthers, Planning Director, stated that CRSA will be at the next Planning Commission meeting to introduce themselves and start the process of the General Plan Land Use Element Update. He stated that CRSA needs to work on a public preference survey to solicit input and has requested input on survey questions. Mr. Struthers distributed a draft of the City of Lehi Land Use Survey and asked the Mayor and Council to review it and submit any additional questions they would like to see included. He stated that the survey will go out in the City's newsletter and will also be available on-line. He stated that they need to have the survey ready by February 15th in order to get it in the March newsletter. He reported that CRSA will also hold four community workshops throughout the City where the survey will also be available.

Legislative Update

Jamie Davidson reported that the legislative session is in full swing. He stated that he attended a meeting regarding the proposed immigration bill and how it would impact law enforcement departments. He stated that there is a ground swell of concern from local government regarding the fiscal impact of the proposed bill. He reported that the State's budget is also a discussion item as well as the lag of the economic recovery in relation to the money coming into the State coffers. He stated that the legislature has come up with a 7% across the board cut. Mr. Davidson reported that Governor Herbert will be holding a meeting tomorrow at 9:00 a.m. at the State Capital with Lehi City and encouraged the Mayor and City Council to attend. He reported that he continues to look for any bills that could be submitted to the legislature regarding SR-73. He stated that he plans to talk to Governor Herbert about SR-73 and economic development at their meeting.

Micron Annexation Update

Jamie Davidson stated that he and Kim Struthers had a meeting with John Park, City Administrator for Highland City, regarding the Micron Annexation and reported progress. He stated that Highland City is starting to see the value to working out an agreement that would outline Highland City's concerns and make them party to the Micron annexation agreement. He stated that Highland City is interested in extending the boundary line agreement and if the annexation moves forward, they would amend the existing agreement. He stated that Highland City is requesting that they be allowed to be part of the overall planning of the Dry Creek area regarding open space, and trail connectivity. He stated that both cities mutually agreed that they want the area to remain passive open space.

Planning Commission Update

Councilor Johnson reported that the Planning Commission is asking for direction from the City Council regarding what level of improvements the Planning Commission should require when an existing commercial business changes hands or the owner rents to a tenant. He thinks that if a Conditional Use changes that the Planning Commission has the right to ask for improvements to be made by the new owner or tenant. Councilor Dixon stated that they could discuss this subject at their next joint meeting. He stated that they could mitigate it by the zoning itself, regardless of the use on the property. He feels that what was required for one carries over for landscape, parking, and street improvements. He stated that the responsibility for these improvements ultimately needs to be placed back on the property owners. Councilor Johnson stated that the Planning Commission can insist that improvements be made, but they want to know if that is the direction the City Council wants them to go. Lorin Powell suggested giving a new owner or tenant a time frame to complete the improvements and not require that they all be done at once. Councilor Johnson stated that he is not sure that it is appropriate to ask a new owner or tenant to make street improvements without some type of assistance from the City. Kim Struthers reported that he did a survey of how other cities handle this and found that one common way was if the new owner or tenant is adding on 10% or the site is changing by a specific dollar amount, then the site gets improved. If the changes to the site do not meet those requirements, then the property would not need to be improved. Councilor Johnson suggested having the new owner or tenant put 5% of the property value in improvements. Councilor Dixon suggested having a small business apply for an Economic Development Area in order to help them out with the costs. Councilor Johnson asked the City Council to give it some thought and he will let the Planning Commission know they are working on it.

Councilor Johnson reported that he met with John Mellor, VP of Adobe, and reported that he wants to be on the Planning Commission. Councilor Johnson stated that he finds Mr. Mellor an attractive candidate for an alternate to the Planning Commission as his family is from Lehi.

Electronic Packet Update

Councilor Johnson inquired to the status of the electronic media i-Pads. Jamie Davidson reported that this agenda was created with the City's new software package and that the new software is best used with Internet Explorer which is problematic for i-Pads. He reported that

they are waiting on an Android based pad, that is currently backordered, that will be compatible with the new software. Councilor Johnson reported that a number of employees are still carrying two cell phones and thought that a policy was in place to allow them to carry one phone and reimburse the employee. Mr. Davidson replied that it would cost more to administer the policy and a revised cell phone policy has been submitted to him.

16. Adjournment

With no further business to come before the City Council at this time, Councilor Holbrook moved to adjourn the meeting. Councilor Johnson seconded the motion. The motion passed unanimously. The meeting adjourned at approximately 9:59 p.m.

Approved: February 22, 2011

Attest:

Bert Wilson, Mayor

Marilyn Banasky, City Recorder

DRAFT



LEHI CITY
CITY COUNCIL AGENDA
February 22, 2011

AGENDA ITEM: 5

Hold Public Hearing on Bryan Fox's request for approval of a proposed amendment to the Lehi City General Plan for approximately 3.17 acres of property located at 459 North 500 West from MDR (Medium Density Residential) and LDR (Low Density Residential) land use designations to an LI (Light Industrial) land use designation.

Presenter: Bryan Fox

INFORMATION: [Executive Summary](#)

[Zone Change Request](#)

[Back to Agenda](#)



Approved: [Signature]
Date: 2/15/11

ISSUE

Bryan Fox – Requests approval of a proposed amendment to the Lehi City General Plan for approximately 3.17 acres of property located at 459 North 500 West from MDR (Medium Density Residential) and LDR (Low Density Residential) land use designations to an LI (Light Industrial) land use designation.

A. Ordinance Approving

BACKGROUND

Existing General Plan Designation: LDR(Low Density Residential) and MDR(Medium Density Residential)
Requested General Plan Designation: LI(Light Industrial)

Surrounding Zoning/GP/ Land Use:	North	A-1/R-2	LDR
	South	LI	MDR
	East	R-2	MDR
	West	Railroad	Railroad

The applicant is requesting a change to the General Plan from LDR(Low Density Residential) and MDR(Medium Density Residential) to LI(Light Industrial). The subject property is currently split zoning – the southern portion of the lot that fronts onto 500 West is zoned LI(Light Industrial) and the northern portion of the property which goes along the railroad, is A-1 (Agriculture). The Development Code states the following in regard to properties that lie in two zones:

*Section 02.030 Lots in Two or More Districts. (Amended 3/28/00)
Where a lot of record at the time of passage of this Code or any amendments thereto falls into two or more districts, the more restrictive zoning district provisions shall apply. However the TH-5 District shall not be considered for this purpose.*

Thus, the controlling zoning regulations for this parcel would be those of the A-1 Zone. The applicant currently has the subject property under contract to purchase, and is hoping to locate a contractor’s storage yard on the property (approval of the storage yard is pending General Plan amendment, and subsequent zone change and site plan approval). Staff has discussed potential options for the parcel, including splitting of the lot along the zone boundary. Subdivision of the property is not feasible, because the A-1 portion of the property does not have frontage onto 500 West, thus creating a landlocked parcel. The applicant feels his best course of action is to request a General Plan amendment, and subsequent zone change to bring the entire parcel into the LI Zone.

Following the General Plan amendment, a zone change and conditional use/site plan approval would be required before any facility could be constructed.

RECOMMENDATION

The DRC reviewed this proposed change to the General Plan on January 5, 2011.

GENERAL COMMENTS:

- Although there is existing Light Industrial zoning in this area, the City's long range land use plan shows that the City's preference is to transition away from light industrial, and to direct future development in a residential direction. **Planning Staff recommends keeping with the current direction of the General Plan, and not creating a new light industrial area on the General Plan at this location.**
- **The location of light industrial uses in this area would impact adjacent residential and agricultural property owners. Because of the shape of the property, it would be difficult to provide an adequate buffer or any kind of transitional uses between the proposed light industrial uses and existing and future residential areas.**
- There are Lehi Irrigation Company easements and a piped ditch through the property.
- **There is a concern that this parcel is too small for light industrial uses.**

The Planning Commission reviewed the proposed change to the General Plan on January 27, 2011 and made the following recommendation:

Marilyn Schiess moved to recommend approval of Bryan Fox's request for a proposed amendment to the Lehi City General Plan for approximately 3.17 acres of property located at 459 North 500 West from MDR (Medium Density Residential) and LDR (Low Density Residential) to an LI (Light Industrial) land use designation with the following findings:

- *The proposed amendment to the Lehi City General Plan is not detrimental to the public health, safety, and welfare of Lehi City;*
- *The proposed General Plan Amendment is in conformance with the purposes, intent, and provisions of the General Plan and its various elements;*
- *The proposed General Plan Amendment is consistent with the land uses and zoning of nearby and adjoining properties;*
- *The proposed General Plan Amendment will not have a substantial adverse effect on surrounding property;*
- *The affected site is physically suitable in terms of design, location, shape, size, operating characteristics, and the provisions of public services to accommodate any potential future uses, including all landscaping, loading areas, open spaces, parking areas, setbacks, buffering/screening, walls, fences, yards, and other required features;*

And include the 3rd bullet point under the DRC General Comments:

- *There are Lehi Irrigation Company easements and a piped ditch through the property.*

Second by Carolyn Player. Motion carried 5-2 with Kordel Braley and Ed James opposed. Ed James justified his opposition saying that since this is a General Plan change he doesn't find it in the best interest for the City and he considers it spot zoning with the light rail bisecting that area.

If approved as requested the suggested motion would authorize the mayor to sign the ordinance changing the general plan designation from LDR(Low Density Residential) and MDR(Medium Density Residential) to LI(Light Industrial).

December 28, 2010

Lehi City
Planning Department
Lehi, UT 84043

RE: Proposed Zone Change for:
459 North 500 West
Lehi, UT 84043
Serial Number: 12:035:0112(Utah County)

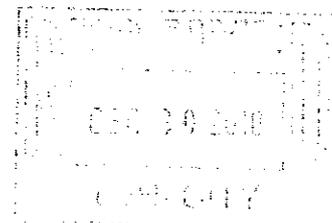
Planning Department:

We would like to propose to make a zone change amendment for the property listed above. Currently about half of the property is zoned as mixed use and the other half is zoned as residential. Due to this one piece of property having two different zoning designations, the property reverts to the more restrictive covenant which is residential. We would propose to re zone the property to be all light industrial.

We would like to build our business here and use this piece of property as our yard. In the future, we plan to put a shop to have a place to keep our property out of the weather and locked up.

Sincerely,

Bryan Fox
Fox Concrete & General Construction



Parcel Map

Utah County GIS

Tools Help

12-035-0112

(Enter parcel number(s) in any standard format.)

(Separate multiple parcels with a comma.)

Search for Parcel

Additional Information for Parcel: 12-035-0112

Street (123 E 456 South)

City

Find an Address

Section Township Range

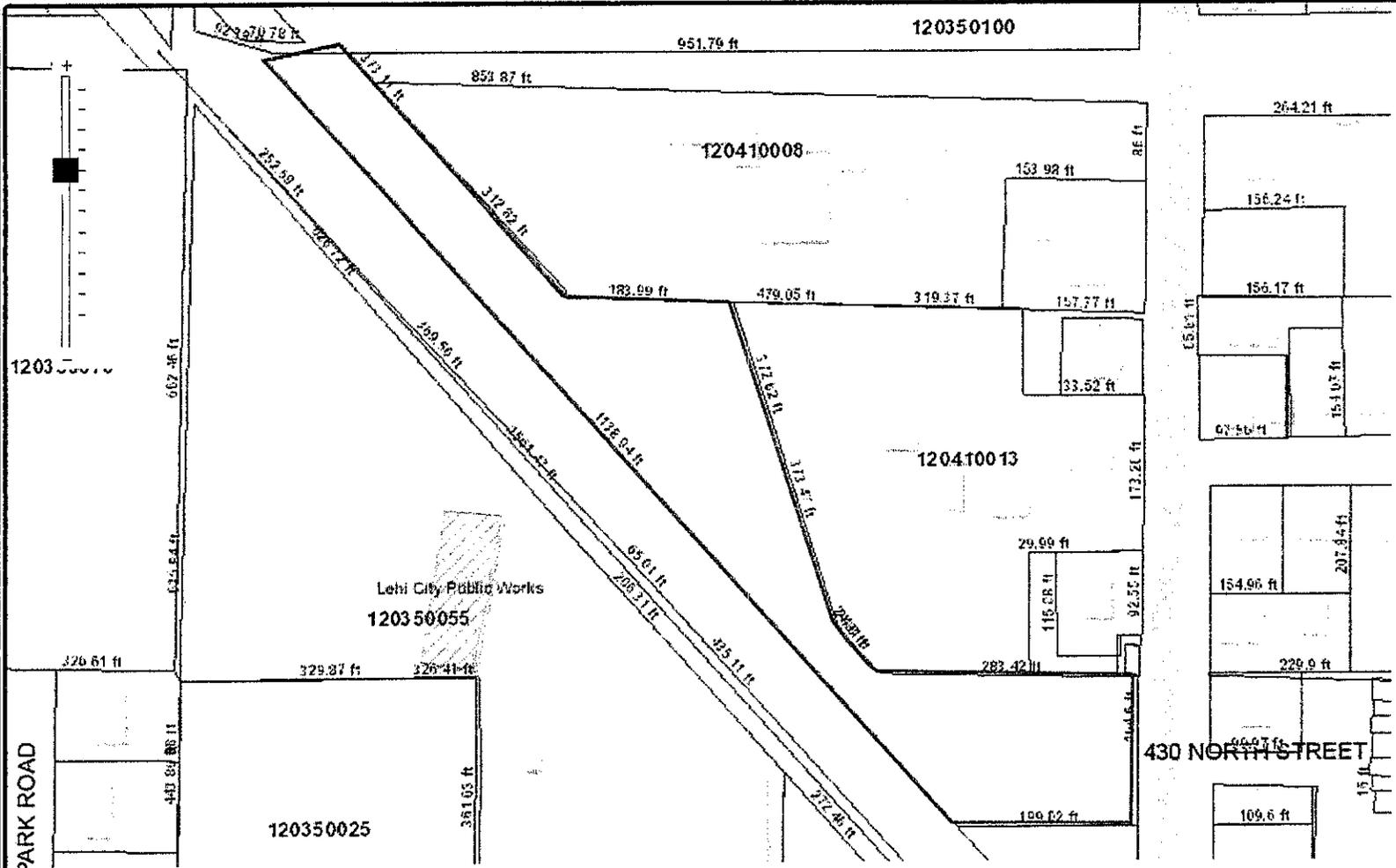
Zoom To STR

- Map Contents

- Parcels For Aerial Images
- Parcels
- Historical Parcels
- Section, Township, Range
- Aerial Images
- Base Map

Select Layer for Transparency:

Change Layer's Transparency:





LEHI CITY
CITY COUNCIL AGENDA
February 22, 2011

AGENDA ITEM: 6

Consideration of Ordinance #04-2011 amending the Land Use Element of the Lehi City General Plan and the General Plan Land Use Map for Bryan Fox located at 459 North 500 West.

Presenter: Bryan Fox

INFORMATION: [Ordinance #04-2011](#)

[Back to Agenda](#)



ORDINANCE NO. 04-2011

**ORDINANCE AMENDING THE LAND USE ELEMENT OF THE LEHI CITY
GENERAL PLAN AND THE GENERAL PLAN LAND USE MAP FOR BRYAN FOX
(459 North 500 West)**

WHEREAS, on July 14, 2009, following all necessary public hearings, the Lehi City Council adopted a comprehensive amendment to the Lehi City General Plan which included the 2001 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 January 27, 2011, to review and make a recommendation on the General Plan Amendment located at about 459 North 500 West from LDR(Low Density Residential) and MDR(Medium Density Residential) to LI(Light Industrial) as shown on Exhibit "A" and forwarded their recommendation to the City Council; and

WHEREAS, the City Council held a public hearing on February 22, 2011 pursuant to the requirements for amendment of the Land Use Element of the Lehi City General Plan and General Plan Land Use Map and desires to amend the plan from LDR and MDR to LI.

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

SECTION 1: The Land Use Element of the Lehi City General Plan and General Plan Land Use Map is hereby amended to change the land use designation from LDR and MDR to LI on property located at approximately 459 North 500 West and more specifically shown on Exhibit "A" attached hereto.

SECTION II: This ordinance shall take effect immediately upon its passage by the City Council and publication, as required by law.

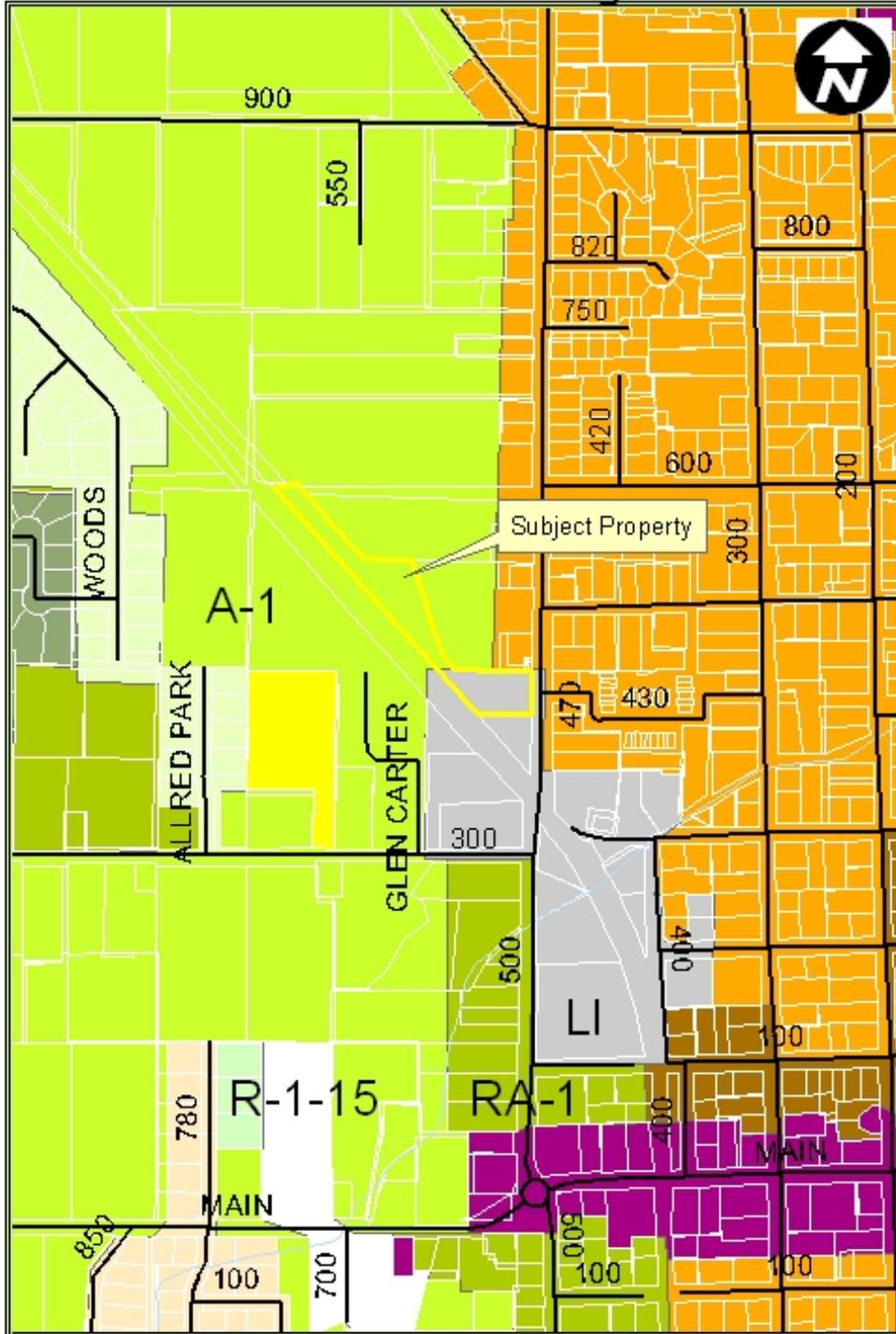
PASSED ADOPTED, AND ORDERED POSTED by the Lehi City Council this 22nd day of February, 2011.

BERT WILSON, Mayor

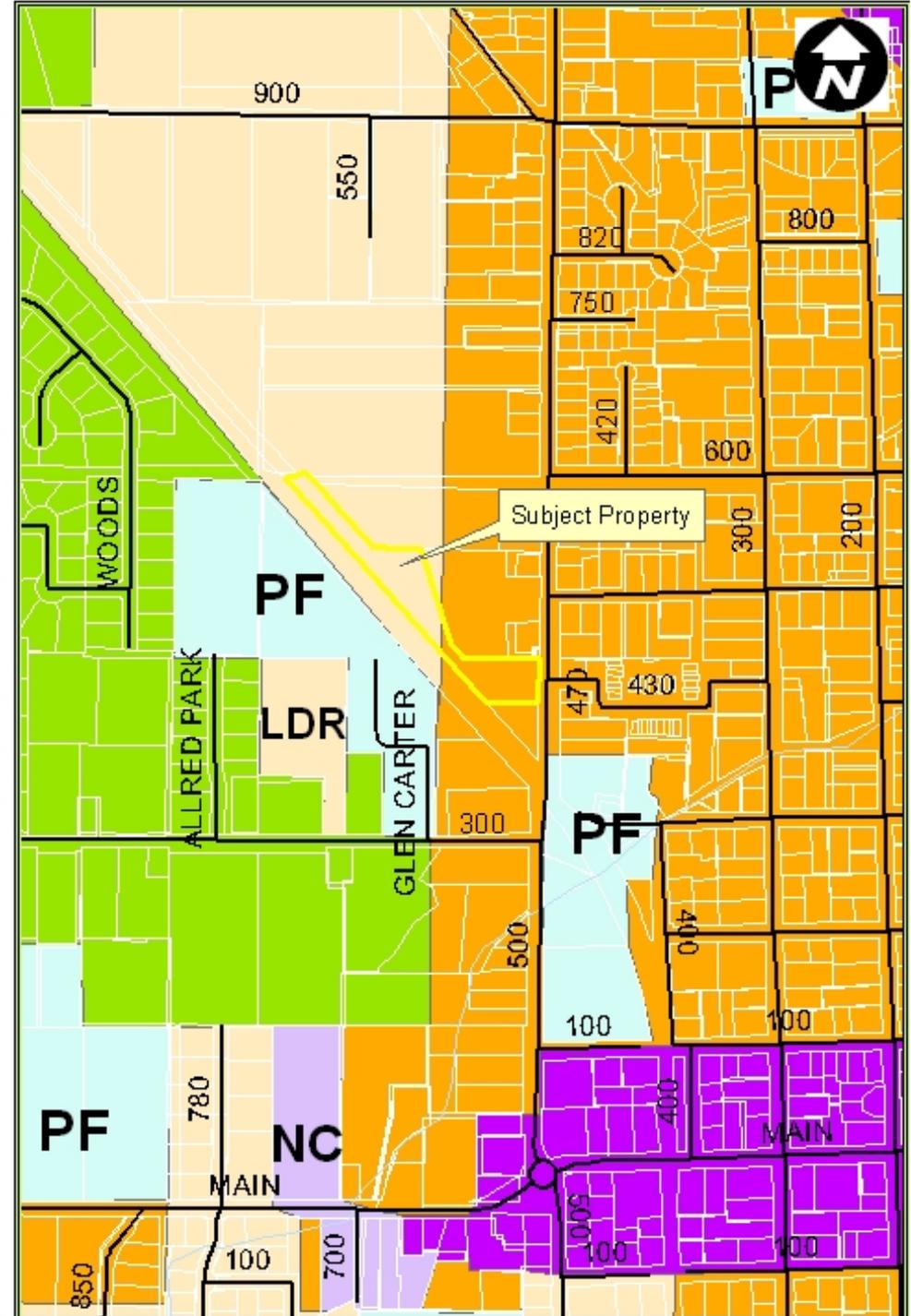
ATTEST:

MARILYN BANASKY, City Recorder

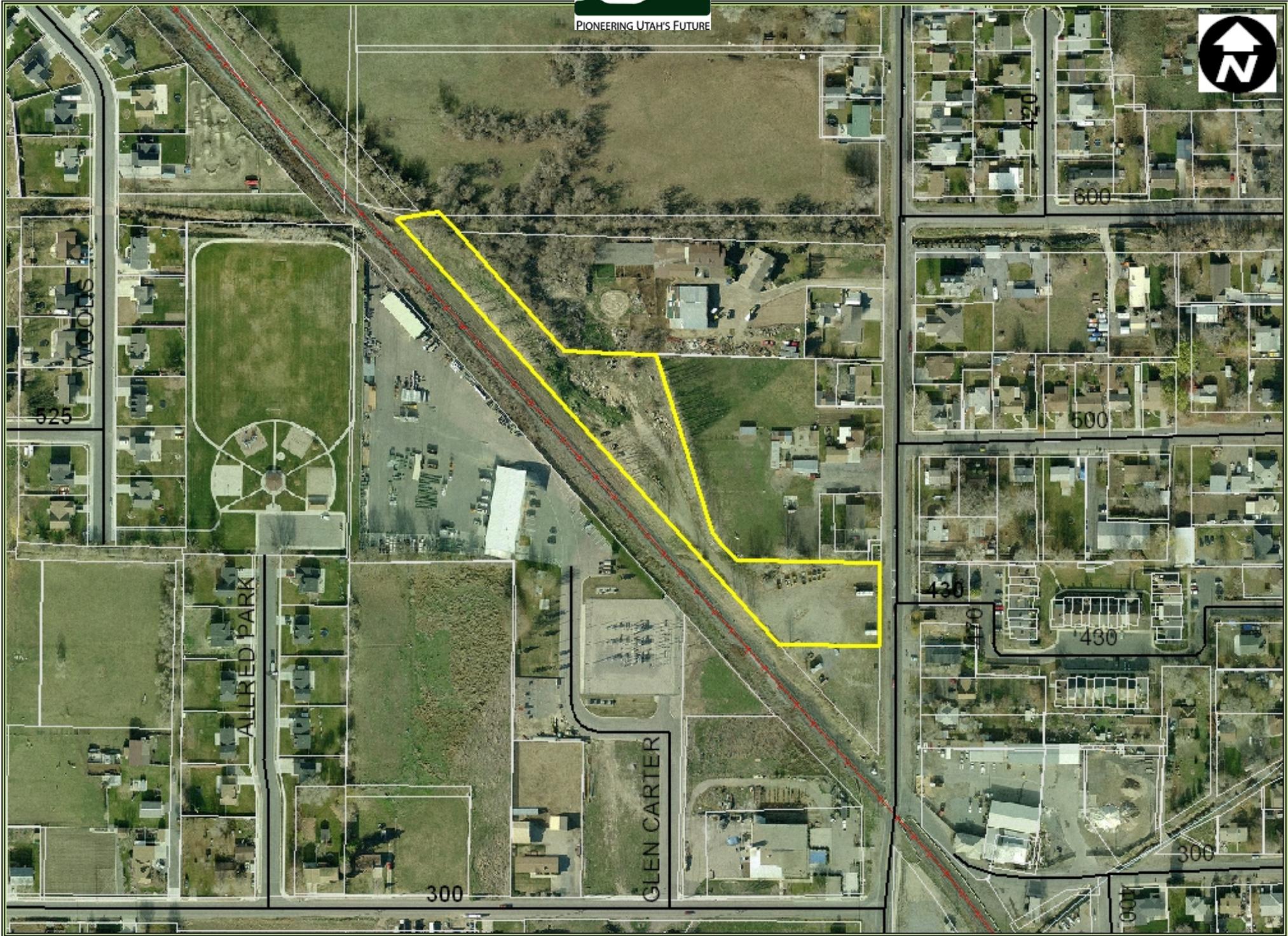
Current Zoning



Current General Plan



Bryan Fox General Plan Amendment





LEHI CITY
CITY COUNCIL AGENDA
February 22, 2011

AGENDA ITEM: 7

Consideration of the Boyer Company/ Spencer Moffat's request for final subdivision approval for Lehi Ranches Plat B, a 15-lot residential development located at approximately 400 West 1200 South in an R-1-22(Residential/Agriculture) zone.

Presenter: Boyer Company / Spencer Moffat

INFORMATION: [Executive Summary](#)

[Maps](#)

[Back to Agenda](#)



Approved: *[Signature]*
Date: 2/15/11

ISSUE

The Boyer Company/Spencer Moffat – Requests Final Subdivision approval for Lehi Ranches Plat B, a 15-lot residential development located at approximately 400 West 1200 South in an R-1-22(Residential/Agriculture) zone.

BACKGROUND

General Plan Land Use Designation: VLDR
Surrounding zoning/land use:

Surrounding Zoning:	<i>North:</i>	R-1-22	Pioneer Crossing Residential/Agricultural
	<i>South:</i>	RA-1	Parkview PRD
	<i>East:</i>	A-1 & Ut. Co.	Agriculture
	<i>West:</i>	TH-5	Transitional Holding

This approval is for a standard subdivision, with no PRD or PUD overlay. The majority of the lots conform to the Table of Bulk and Intensity requirements for an R-1-22 Zone, including a minimum of 100 foot frontages and 22,000 square feet. Lots 202-207, have been allowed to go below 22,000 square feet and have shorter frontages due to the construction of Pioneer Crossing.

This property is affected by the master planned power line trail.

RECOMMENDATION

D.R.C. reviewed this request for Preliminary on February 2, 2011 and made the following recommendations.

DRC RED LINE COMMENTS:

1. Show a lot square footage (remove roadways) - add tabulation to plat and utility plan
2. On the utility plan, show the easement for the storm and irrigation piping and label the existing 8-inch sewer line between lots 201 and 202 as existing.
3. On the utility plan, blowoff on the west end of 1200 South, add protection.
4. On the east end where manhole #7 ends, hold the manhole back to the west so it can be accessed by the water department (also show on sheet #2)

5. Sheet 2 – on the existing combo boxes that have been installed, add to the note that the 10-foot spacing must be maintained to comply with State regulations.
6. Cover & Sheet 1 – Show proposed/existing fence for the ½ plus 13' road @ 41' from the southern property line – show and label on the bottom right-of-way section.
7. Provide a letter from landowner to the east regarding acceptance of fill across property. Additionally, show grading on sheet 1 so that temporary turnaround can be constructed within lot 208.
8. Sheet 1 – modify the fence note to indicate that the existing 3-wire fence will be removed and specify the type of fencing to be installed adjacent to Pioneer Crossing right of way – should be making the fencing similar/consistent with the other sections of fencing that have been installed along Pioneer Crossing. Also coordinate the removal of fencing with UDOT.

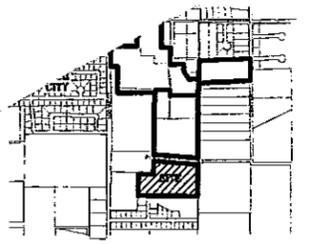
PRIOR TO RECORDING OF PLAT:

1. Provide an engineer's cost estimate for the cost of all improvements.
2. Bonding for improvements must be in place
3. Provide a Mylar of the final plat for recording with the owners notarized signature(s).
4. Include surveyor's and engineer's stamps and signatures on the plat and construction drawings.
5. Submit a title report to be reviewed by Lehi City Attorney.
6. Provide evidence that all property taxes (including rollback) are paid.
7. Developer shall provide a letter with exhibit of property covered from their title company guaranteeing that the greenbelt taxes have been paid.
8. Show lot addresses on the final plat.
9. Provide a disc with the final plat and design drawings in dxf format.
10. Provide a signed easement verification sheet (for proposed public utility easements on the plat).
11. City Engineer to verify subdivision closure
12. City to sign as an owner on the plat

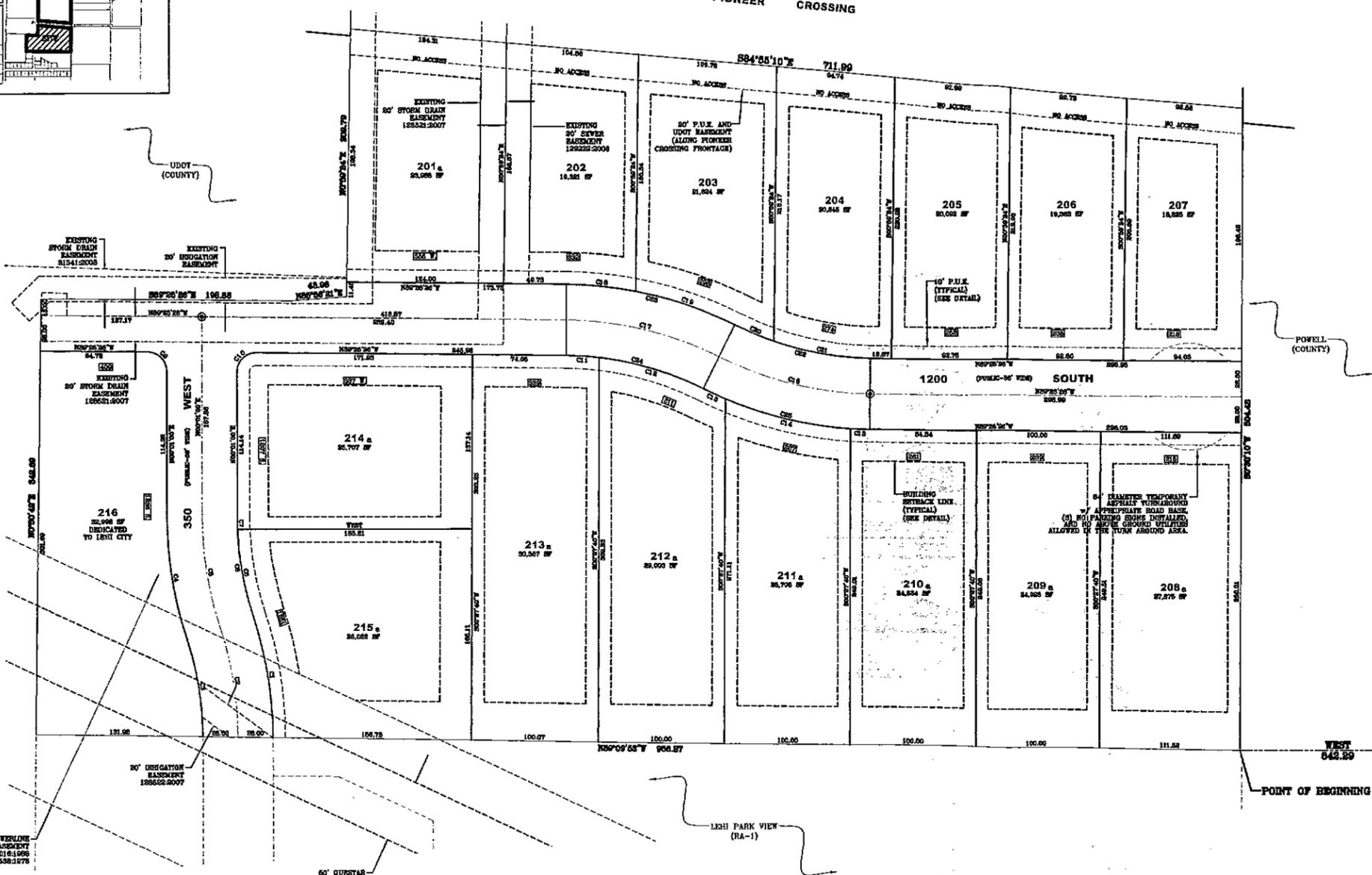
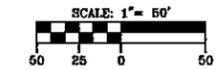
DRC GENERAL COMMENTS:

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. Prior to the pre-construction meeting, Lehi City Staff will make copies of plans for the meeting from the check set and the developer will pay fees for the copies. When changes need to be made to a check set, revise the affected sheets only. Each new submittal will require a revision date on each new sheet.
3. The approval of a development shall be effective for a period of one (1) year from the date the development is approved by the Planning Commission or City Council, whichever is applicable.

The suggested motion would include approval with DRC Redline and General Comments



NORTHEAST CORNER OF SECTION 20, T6S, R1E, S1/4 S.E.A.M. 1999 UTAH COUNTY MONUMENT



SURVEYOR'S CERTIFICATE
 I, RYAN W. HALL, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR AND THAT I HOLD CERTIFICATE NO. 631073 IN ACCORDANCE WITH TITLE 68, CHAPTER 22, OF UTAH STATE CODE. I FURTHER CERTIFY BY AUTHORITY OF THE OWNERS THAT I HAVE COMPLETED A SURVEY OF THE PROPERTY DESCRIBED ON THIS PLAY IN ACCORDANCE WITH SECTION 17-25-17 OF SAID CODE AND HAVE SUBDIVIDED SAID TRACT OF LAND INTO LOTS, BLOCKS, STREETS, AND EASEMENTS, AND THE SAME HAS OR WILL BE CORRECTLY SURVEYED, STAKED, AND MONUMENTED ON THE GROUND AS SHOWN ON THIS PLAY, AND THAT THIS PLAY IS TRUE AND CORRECT.

BOUNDARY DESCRIPTION
 BEGINNING AT A POINT LOCATED 80'00"01" E 1,850.28 FEET AND WEST 642.29 FROM THE NORTHEAST CORNER OF SECTION 20, TOWNSHIP 6 SOUTH, RANGE 1 EAST, SALT LAKE BASE & MERIDIAN THENCE AS FOLLOWS:

COURSE	DISTANCE	REMARKS
N89°09'55"W	656.27	
N0°50'42"E	342.69	
S88°25'26"E	198.88	
N85°56'31"E	43.96	
N0°58'24"E	209.79	
S84°55'10"E	711.99	ALONG THE PIONEER CROSSING RIGHT-OF-WAY
S0°30'10"W	504.43	TO THE POINT OF BEGINNING.

CONTAINS 10.59± ACRES

BASIS OF BEARING: ALONG THE SECTION LINE AS SHOWN HEREOF

OWNER'S DEDICATION
 KNOW ALL MEN BY THESE PRESENTS THAT WE, ALL OF THE UNDERSIGNED OWNERS OF ALL OF THE PROPERTY DESCRIBED IN THE SURVEYOR'S CERTIFICATE HEREOF 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 HEREOF FOR PERPETUAL USE OF THE PUBLIC.

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

CORPORATE ACKNOWLEDGMENT
 STATE OF UTAH S.S.
 COUNTY OF UTAH
 ON THIS _____ DAY OF _____ 20____ PERSONALLY APPEARED BEFORE ME _____ WHOSE IDENTITY IS PERSONALLY KNOWN TO ME OR PROVEN IN THE BASIS OF SATISFACTORY EVIDENCE AND WHO BY ME DULY SWORN/AFFIRMED, DID SAY THAT HE/SHE IS THE _____ OF _____ AND THAT SAID DOCUMENT WAS SIGNED BY HIM/HER IN BEHALF OF SAID CORPORATION BY AUTHORITY OF ITS BYLAWS, OR RESOLUTION OF ITS BOARD OF DIRECTORS, AND SAID ACKNOWLEDGEMENT TO ME THAT SAID CORPORATION EXECUTED THE SAME.

ACCEPTANCE BY LEGISLATIVE BODY
 THE _____ OF _____ COUNTY OF UTAH, APPROVES THIS SUBDIVISION AND HEREBY ACCEPTS THE DEDICATION OF ALL STREETS, EASEMENTS, AND OTHER PARCELS OF LAND INTENDED FOR PUBLIC PURPOSES FOR THE PERPETUAL USE OF THE PUBLIC THIS _____ DAY OF _____ A.D. 20____

ENGINEER (See Seal Below) ATTEST: CLERK-RECORDER (See Seal Below)

BOARD OF HEALTH
 APPROVED SUBJECT TO THE FOLLOWING CONDITIONS _____
 CITY-COUNTY HEALTH DEPARTMENT

PLANNING COMMISSION APPROVAL
 APPROVED THIS _____ DAY OF _____ A.D. 20____ BY THE _____ PLANNING COMMISSION.
 DIRECTOR-SECRETARY CHAIRMAN, PLANNING COMMISSION

PLAT "B"
LEHI RANCHES
 A RESIDENTIAL SUBDIVISION

LEHI UTAH COUNTY, UTAH

SCALE: 1" = 50 FEET

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

APPROVED THIS _____ DAY OF _____ 20____

QUESTAR GAS COMPANY

BY: _____

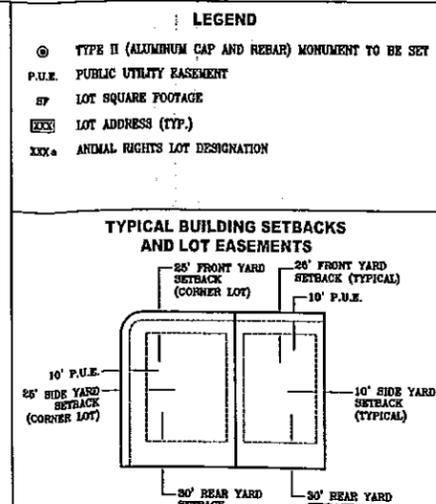
TITLE: _____

LEI Consulting Engineers and Surveyors, Inc.
 14441 South 980 West
 Bluffdale, Utah 84065
 801-495-2844
 Fax 801-495-2847

CURVE	RADIUS	DELTA	LENGTH	CHORD
C1	300.00	18°24'59"	97.39	N0°08'10"W 96.97
C2	276.00	18°20'19"	88.02	N0°10'30"W 87.64
C3	247.00	18°14'38"	78.85	N0°13'51"W 78.51
C4	303.00	18°21'38"	97.10	S0°09'50"E 96.88
C5	276.00	18°21'38"	88.13	S0°09'50"E 87.75
C6	247.00	18°08'08"	69.42	S1°17'36"E 69.19
C7	247.00	2°16'51"	9.74	S01°08'48"E 9.74
C8	247.00	18°21'38"	79.10	S0°09'50"E 78.82
C9	16.00	89°28'28"	23.42	N44°48'15"W 21.11
C10	15.00	90°38'34"	23.71	S48°17'47"W 21.52
C11	247.00	8°02'56"	28.03	N86°23'02"W 28.03
C12	247.00	2°01'51"	95.35	N7°21'34"W 95.81
C13	303.00	3°37'51"	18.20	S6°09'53"E 18.20
C14	303.00	10°29'10"	103.05	S7°43'04"E 102.55
C15	303.00	2°37'46"	15.67	S87°56'52"E 15.67
C16	276.00	28°04'48"	125.17	S7°23'02"E 124.10
C17	276.00	28°04'48"	125.17	N7°23'02"W 124.10
C18	303.00	10°28'31"	55.13	N84°12'40"W 55.09
C19	303.00	10°28'17"	52.78	N71°11'47"E 52.83
C20	247.00	7°44'06"	33.58	S87°12'41"W 33.52
C21	247.00	18°20'41"	79.08	S87°15'05"E 78.75
C22	247.00	28°04'48"	112.43	S7°23'02"E 111.46
C23	303.00	28°04'48"	137.92	N7°23'02"W 136.73
C24	247.00	28°04'48"	112.43	N7°23'02"W 111.46
C25	303.00	28°04'48"	137.92	S7°23'02"E 136.73

NOTES

- THIS AREA IS SUBJECT TO THE NORMAL, EVERYDAY SOUNDS, ODORS, VIBRATIONS, FACILITIES, AND ANY OTHER ASPECTS ASSOCIATED WITH AGRICULTURAL LIFESTYLE. FUTURE RESIDENTS SHOULD ALSO RECOGNIZE THE RISKS INHERENT WITH LIVESTOCK.
- THIS PROPERTY IS LOCATED IN THE VICINITY OF AN ESTABLISHED AGRICULTURE PROTECTION AREA IN WHICH NORMAL AGRICULTURAL USES AND ACTIVITIES HAVE BEEN AFFORDED THE HIGHEST PRIORITY USE STATUS. IT CAN BE ANTICIPATED THAT SUCH AGRICULTURAL USES AND ACTIVITIES MAY NOW OR IN THE FUTURE BE CONDUCTED ON PROPERTY INCLUDED IN THE AGRICULTURE PROTECTION AREA. THE USE AND ENJOYMENT OF THIS PROPERTY IS EXPRESSLY CONDITIONED ON ACCEPTANCE OF ANY ANNOTATION OR INCONVENIENCE WHICH MAY RESULT FROM SUCH NORMAL AGRICULTURAL USES AND ACTIVITIES.
- 10-FOOT PUBLIC UTILITY EASEMENT (P.U.E.) ALONG ALL ROADWAYS (AS SHOWN).
- AS REBAR & CAP TO BE SET AT ALL LOT CORNERS. NAIL AND BRASS WASHER TO BE SET IN CURB AT PROJECTION OF SIDE LOT LINES.
- ALL ROADWAYS SHOWN ON THIS PLAY ARE DEDICATED FOR PUBLIC USE AND ARE 56' WIDE AT FULL DEDICATION.
- STORM DRAINAGE FOR THIS PLAY IS BEING DETAINED IN AN EXISTING DETENTION POND OWNED BY LEHI CITY AND LOCATED ON LOT 216 OF THIS SUBDIVISION. POND CAPACITY IS 44,340 CUBIC FEET. THE PROJECT REQUIREMENT IS 67,000 CUBIC FEET. OFF-SITE 48" STORM DRAIN PIPE WAS INSTALLED IN USE OF ADDITIONAL DETENTION.
- NO FLOOR SLABS SHALL BE PERMITTED BELOW EXISTING GRADE.



TABULATIONS

ZONE DEVELOPMENT TYPE	R-1-22 RESIDENTIAL
AREA	10.59 ACRES
DENSITY	1.48 UNITS/ACRE
TOTAL LOTS	16
RESIDENTIAL LOTS	16
LEHI CITY DETENTION	1

QUESTAR APPROVAL

QUESTAR APPROVES THIS PLAY SOLELY FOR THE PURPOSE OF CONFIRMING THAT THE PLAY CONTAINS PUBLIC UTILITY EASEMENTS. QUESTAR MAY REQUIRE OTHER EASEMENTS IN ORDER TO SERVE THIS DEVELOPMENT. THIS APPROVAL DOES NOT CONSTITUTE ACCEPTANCE, APPROVAL OR ACKNOWLEDGMENT OF ANY TERMS CONTAINED IN THIS PLAY, INCLUDING THOSE SET FORTH IN THE OWNER'S DEDICATION AND THE NOTES AND DOES NOT CONSTITUTE A GUARANTEE OF PARTICULAR TERMS OF NATURAL GAS SERVICE. FOR FURTHER INFORMATION PLEASE CONTACT QUESTAR'S RIGHT OF WAY DEPARTMENT AT 1-800-868-8532.

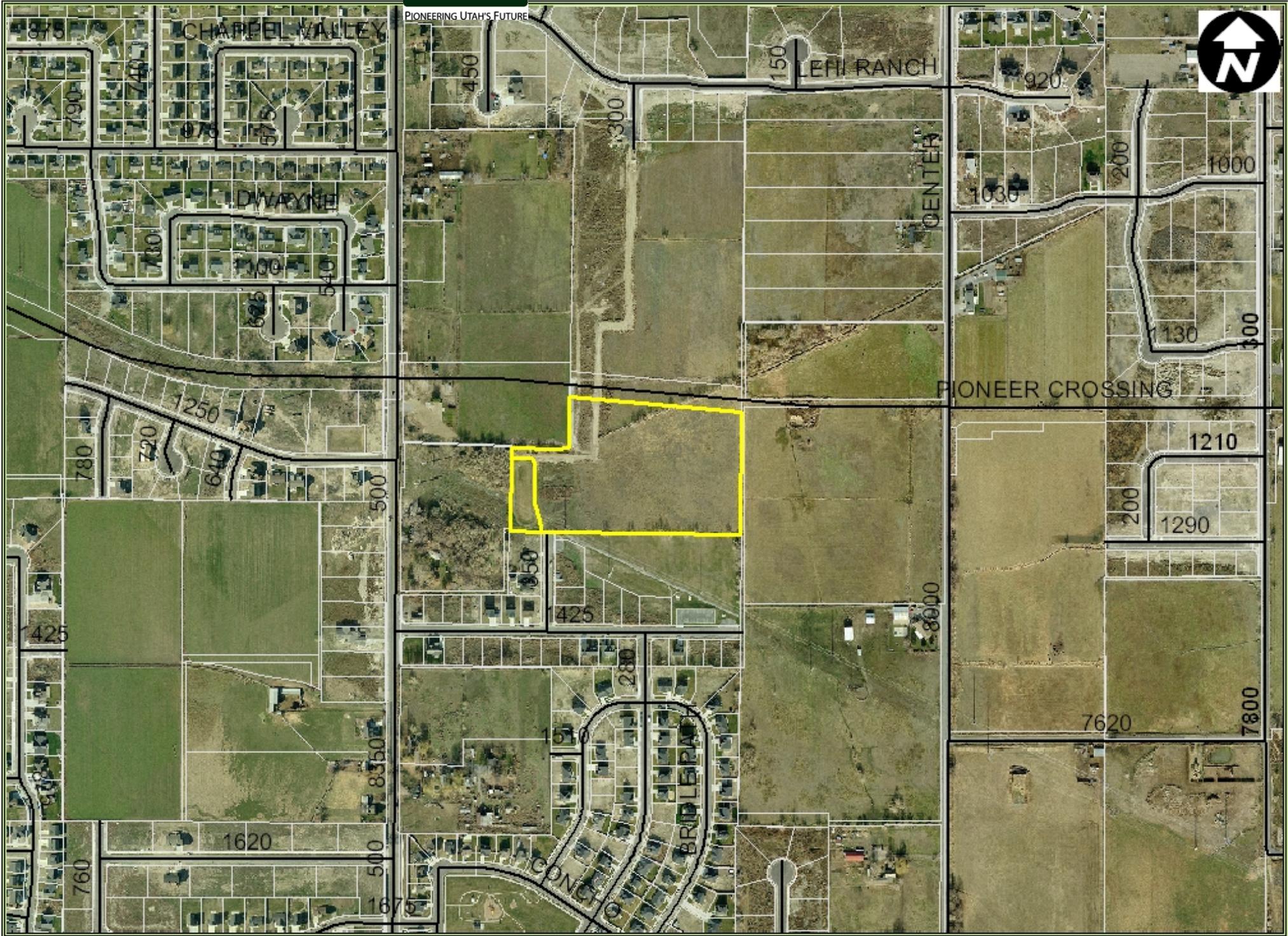
APPROVED THIS _____ DAY OF _____ 20____

QUESTAR GAS COMPANY

BY: _____

TITLE: _____

Lehi Ranches Plat B





LEHI CITY
CITY COUNCIL AGENDA
February 22, 2011

AGENDA ITEM: 8

Consideration of Resolution # 2011-09 authorizing the Mayor to sign an Airspace and Structural Support Easement for Adobe Systems, Inc. over a portion of Cabelas Boulevard to allow the construction, maintenance and operation of a four (4) story building across Cabelas Blvd public right-of-way.

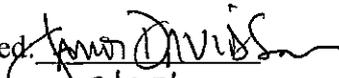
Presenter: Kim Struthers, City Planner

INFORMATION: [Executive Summary](#)

[Resolution #2011-09](#)

[Back to Agenda](#)



Approved: 
Date: 2/15/11

ISSUE

Consideration of authorizing the Mayor to sign an Airspace and Structural Support Easement for Adobe Systems, Inc. over a portion of Cabelas Boulevard to allow the construction, maintenance and operation of a four (4) story building across Cabelas Blvd public right-of-way.

BACKGROUND

This easement is being proposed by Adobe in order to allow them to construct a portion of their planned office campus over the top of Cabela's Boulevard. Adobe owns two separate parcels of property on either side of Cabela's Blvd. and as part of their corporate strategy to create a unified office campus, they are proposing to connect the two pieces by way of constructing the phase 1 office building over the top of the road. The easement would allow construction, maintenance, repair and replacement of the building and any structural support components. There is a minimum clearance called out in the easement of 17.5 feet to ensure continued access for large trucks and emergency vehicles on Cabela's Blvd.

RECOMMENDATION

The proposed easement has been reviewed by Staff (including Public Safety, Legal Counsel and Streets Departments) and all Staff comments and suggestions have been incorporated into this final version of the easement.

The suggested motion would allow the Mayor to sign the Adobe Airspace and Structural Support Easement in order to accommodate the construction, maintenance and operation of a four (4) story building for Adobe Systems, Inc. over a portion of Cabelas Blvd. public right-of-way.



RESOLUTION NO. 2011-09

A RESOLUTION APPROVING AN AGREEMENT FOR AIR SPACE AND STRUCTURAL SUPPORT EASEMENTS BETWEEN LEHI CITY AND ADOBE.

WHEREAS, Adobe owns two separate parcels of real property located within Utah County, Utah and generally located east of Interstate 15 and west of the Union Pacific road right-of-way; and

WHEREAS, the Adobe parcels are located within the municipal boundaries of Lehi City and are intersected by Cabelas Boulevard, a City public street right-of-way (Boulevard ROW); and

WHEREAS, Adobe requires an easement over, across and above a portion of the Boulevard ROW for the purposes of constructing, maintaining, repairing, replacing, operating and inspecting a portion of a four story building to be constructed upon the Adobe Parcels; and

WHEREAS, Lehi City has determined to create and grant to Adobe a perpetual easement and right-of-way over, across and above the Boulevard ROW.

THEREFORE, BE IT RESOLVED by the City Council of Lehi City that the Mayor be authorized to sign the agreement as outlined in Attachment "A".

Approved and Adopted by the City Council of Lehi City this 22nd day of February, 2011.

Mayor Bert Wilson
Lehi City

Attest:

Marilyn Banasky, City Recorder

AFTER RECORDING, PLEASE RETURN TO:

Parr Brown Gee & Loveless
185 South State Street, Suite 800
Salt Lake City, Utah 84111
Attn: Robert A. McConnell

Space above for Recorder's use

**AGREEMENT
FOR
AIR SPACE AND STRUCTURAL SUPPORT EASEMENTS**

THIS AGREEMENT FOR AIR SPACE AND STRUCTURAL SUPPORT EASEMENTS (this "**Agreement**"), is entered into as of _____, 2011, by and between LEHI CITY CORPORATION, a Utah municipal corporation, acting by and through its City Council ("**City**"), whose address is 153 North 100 East, Lehi, Utah 84043, and Adobe Systems Incorporated a Delaware corporation ("**Adobe**"), whose primary place of business is located at 345 Park Avenue, San Jose, California 95110.

RECITALS

WHEREAS, Adobe owns two separate parcels of real property located within Utah County, Utah and generally located east of Interstate 15 and west of the Union Pacific rail road right-of-way, which parcels are more particularly described on Exhibit A hereto as the "**Adobe North Parcel**" and the "**Adobe South Parcel**" (the "Adobe North Parcel" and the "Adobe South Parcel" are sometimes referred to herein collectively as the "**Adobe Parcels**"); and

WHEREAS, the Adobe Parcels are located within the municipal boundaries of Lehi City and are intersected by Cabelas Boulevard, a City public street right-of-way (the "**Boulevard ROW**"); and

WHEREAS, Adobe requires an easement over, across and above a portion of the Boulevard ROW for the purpose of constructing, maintaining, repairing, replacing, operating and inspecting a portion (the "**Overpass Component**") of a four (4) story building (the "**Building**") to be constructed upon the Adobe Parcels; and

WHEREAS, Adobe also requires an easement on, under and through a portion of the Boulevard ROW for the purpose of constructing, maintaining, repairing, replacing, operating and inspecting such structural supporting elements (collectively, the "**Structural Components**," and together with the Overpass Component, the "**Improvements**") as are necessary and desirable for the purpose of constructing and supporting the Overpass Component; and

WHEREAS, City has determined to create and grant to Adobe a perpetual easement and right-of-way over, across and above the Boulevard ROW for the purpose of constructing, maintaining, repairing, replacing, operating and inspecting the Overpass Component, together with a perpetual easement and right-of-way on, through and under the Boulevard ROW for the purpose of constructing, maintaining, repairing, replacing, operating and inspecting the Structural Components, all as more particularly set forth in this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and further agreements contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

City hereby grants to Adobe the following (collectively, the “**Easements**”): (a) a perpetual and exclusive right to construct, install, operate, maintain, inspect, repair and replace the Overpass Component within that portion of the Boulevard ROW identified on Exhibit B hereto as the “**Air Space Easement Area**” (the “**Air Space Easement**”); and (b) a perpetual and exclusive right to construct, install, operate, maintain, inspect, repair and replace the Structural Components within that portion of the Boulevard ROW identified on Exhibit B hereto as the “**Structural Component Easement Area**” (the “**Structural Component Easement**”). The Air Space Easement Area and the Structural Component Easement Area are sometimes referred to herein collectively as the “**Easement Areas**” and are depicted generally on Exhibit C hereto. The Easement Areas are located within a portion of the Boulevard ROW.

The Easements are granted with and subject to the following rights, restrictions and conditions:

1. **Scope.** The Air Space Easement includes the right to construct, install, operate, maintain, inspect, repair and replace the Overpass Component in accordance with the grant set forth above. Except in the event of an emergency, whereupon Adobe shall endeavor to provide the City with as much advance notice as is possible, Adobe agrees to provide City, not less than fifteen (15) days prior to any proposed construction, repair or replacement of the Improvements, a written notice describing the proposed construction, repair or replacement, including the proposed need for ingress and egress over and across the Boulevard ROW in connection with such construction, repair or replacement.
2. **Limitations.** Except as expressly provided herein, Adobe will not make any use of the Easements that will unreasonably interfere with the usual and customary operations of the Boulevard ROW or the maintenance or repair of the street improvements and other installations and improvements located on the Boulevard ROW outside of the Easement Areas.
3. **Reservation by City.** City shall have the right to construct in the future any improvements under and upon the Boulevard ROW so long as such improvements do not unreasonably interfere with the use of the Easement Areas by Adobe for the uses permitted hereunder. City shall not attempt to remove, alter, modify, or attempt to repair, maintain or service the Improvements except as expressly provided in Section 6(c) below. Except to the extent the

same may impact any rights of Adobe under this Agreement, City reserves the non-exclusive right to utilize (and may grant to its Franchisees (defined below) the non-exclusive right to utilize) for utility, landscaping and any other lawful purpose the portions of the Structural Component Easement Area not actually occupied by the Structural Components, or reasonably contemplated to be occupied by the Structural Components, but only if and to the extent such use by the City or its Franchisees does not materially interfere with the use of such Structural Components by Adobe as contemplated by this Agreement. For purposes of this Agreement, the term "**Franchisees**" shall mean any person or entity which has the legal right to use any portion of the City's right-of-way arising by, through or under the City on a basis other than as a member of the general public, pursuant to a franchise, lease, permit, ordinance or otherwise.

4. **Construction.**

- a. **Plan Submission.** The construction of the Improvements by Adobe shall be performed in accordance with Governmental Requirements (defined below) and otherwise in a manner reasonably satisfactory to the City and in a manner so as to provide sub-adjacent and lateral support for all right-of-way improvements within the Boulevard ROW and adequate space for non-relocated utilities. Adobe may redesign and reconstruct the Improvements at any time and from time to time as it deems appropriate, subject to Governmental Requirements. Prior to the commencement of any construction or reconstruction of the Improvements, Adobe shall furnish the City with a copy of the proposed plans and specifications for said Improvements for review and approval, which approval shall not be unreasonably withheld, conditioned or delayed. The approval of the City shall not be construed as a waiver of any obligation on the part of Adobe to comply with Governmental Requirements, any covenants under this Agreement or any other legal obligations of Adobe, nor constitute a representation or warranty by the City that such Governmental Requirements, any covenants under this Agreement or any other legal obligations of Adobe have been or can be satisfied. For purposes of this Agreement, the term "**Governmental Requirements**" shall mean all laws, ordinances, rules, requirements, resolutions, procedures, policy statements and regulations of governmental authorities bearing on the construction, alteration, rehabilitation, maintenance, use, or operation, of improvements in the Easement Areas including, without limitation, those relating to land use, subdivision, zoning, environmental, hazardous materials or other toxic substance, occupational health and safety, water, earthquake hazard reduction, permitting and building and fire codes.
- b. **Construction.** Adobe shall construct the Improvements in accordance with the approved plans and specifications and all applicable Governmental Requirements. Excavation by Adobe will be required in connection with the installation of the Structural Components that may affect the sub-adjacent and lateral support of right-of-way improvements within the Boulevard ROW. Adobe shall employ all means and methods necessary to protect, support, and maintain the structural integrity, functionality and serviceability of the existing

right-of-way improvements within the affected portion of the Boulevard ROW for so long as this Agreement shall be in force and effect.

- c. **Use of Boulevard ROW.** In addition to the easement, rights, and privileges herein conveyed, Adobe shall have the right to use so much of the Boulevard ROW surface (including reasonable access thereto) as may be reasonably necessary to install, repair, maintain and replace the Improvements within the Easement Areas, including the construction and application of soffit, exterior skin and other surface applications. Upon completion of construction, maintenance or repair, Adobe, at its sole cost and expense, shall restore to its condition prior to such construction, maintenance, or repair, such portions of the Boulevard ROW as were utilized by Adobe in connection with the installation, construction or repair of the Improvements.

5. **Required Street Closures.** In connection with the Easements granted herein, City acknowledges and agrees that City shall from time-to-time be required to close Cabelas Boulevard to through traffic in and around the Easement Areas, either in whole or in part. City and Adobe shall jointly coordinate the schedule for such street closures so as to minimize, to the extent reasonably possible, the frequency, scope and duration of such street closures. Except in the event of an emergency closure, Adobe shall provide the City with not less than 24 hours prior notice of a required street closure.

6. **Maintenance of Improvements.** Adobe shall maintain the Improvements in good condition and repair at its sole cost and expense.

- a. **General Maintenance.** With such prior written notice to Adobe as may be reasonable in connection with the proposed activities, City and its Franchisees shall have the right to enter the Easement Areas for the purpose of maintaining, altering, replacing, removing or relocating their respective improvements within the Boulevard ROW. With such prior written notice to City as may be reasonable in connection with the proposed activities, Adobe shall have the right to enter the Boulevard ROW and any tracts of land owned by the City adjacent thereto for the purpose of maintaining, altering, replacing, removing or relocating the Improvements, subject to Governmental Requirements. Notwithstanding the foregoing, notification of Adobe or City, as the case may be, shall not be required in the case of an emergency requiring immediate access; provided that Adobe or the City, as the case may be, shall notify the other party entitled to notice of such entry verbally and in writing as soon as reasonably possible.
- b. **Maintenance of Surface Right-of-Way Improvements.** Following construction or reconstruction of the Improvements by Adobe, Adobe shall not be responsible for, nor shall it bear any portion of, the costs of maintaining and repairing the right-of-way improvements within the Boulevard ROW, except as otherwise provided in this Agreement. Except for periods of construction or reconstruction, which may require temporary closure of the

Boulevard ROW, Adobe agrees that its development or use of the Improvements shall not materially jeopardize the integrity or condition of the public streets or sidewalks located within the Boulevard ROW. Any material deterioration of the Improvements or any deterioration impacting the structural integrity of the Improvements shall be corrected by Adobe prior to any adverse long-term impact on any right-of-way improvements within the Structural Support Easement Area.

- c. **Remedies for Failure to Maintain.** In the event Adobe shall fail to reasonably maintain, repair or replace the Improvements in accordance with this Agreement, the City may give written notice of such failure to Adobe and each Mortgagee (defined below) demanding that corrective action be undertaken. Should Adobe or such Mortgagees not begin to correct the failures or breaches within thirty (30) days or such other shorter time as reasonably necessary to cure an exigent circumstance, the City, upon notice to Adobe and such Mortgagees, shall have the right, but not the obligation, to maintain, repair and replace the Improvements at Adobe's cost and expense. However, if Adobe or any Mortgagee is pursuing corrective action with commercially reasonable diligence, the foregoing thirty (30) day period shall be extended by the City, as reasonably necessary to allow completion of maintenance, repair or replacement by Adobe or any Mortgagee. If the City performs such maintenance, repair or replacement for Adobe in accordance with the terms of this Section, Adobe shall reimburse the City within thirty (30) days after written demand for payment is made. This remedy is in addition to any and all other legal and equitable remedies of the City at law or in equity, which are hereby all expressly reserved. For purposes of this Agreement, the term "**Mortgagee**" means mortgagee under a recorded mortgage, the beneficiary under a recorded deed of trust or the secured party under any security instrument, in each case recorded on or against the Adobe Parcels or any portion thereof.

7. **Maintenance of Support.** Each of City and Adobe covenant and agree that they will not take any action with respect to the Adobe Parcels or the Boulevard ROW that will jeopardize the soundness or safety of the improvements located upon the adjoining Adobe Parcels or ROW, nor shall City or Adobe otherwise impair the structural integrity, electrical systems, or mechanical systems or lessen the sub-adjacent or lateral support of any portion of the improvements located on such adjoining Adobe Parcels or ROW including, without limitation, the existing improvements to the Boulevard ROW and the Building, as the case may be.

8. **Damage or Destruction.**

- a. **Damage to Improvements and Boulevard ROW.** If the Improvements shall be damaged or destroyed by any cause whatsoever, then, to the extent such damage or destruction to the Improvements adversely affects the use by the City or the public of the right-of-way improvements within the Boulevard ROW, Adobe shall proceed with due diligence to remove any debris and

restore the right-of-way improvements to substantially the same condition as immediately prior to such damage or destruction.

- b. **Insurance.** Adobe shall obtain and maintain commercial general liability and property damage insurance against liability for any Claims (defined below) or Losses (defined below) arising out of any damage to property or injuries to persons or loss of life in connection with the construction, operation, use or maintenance of the Improvements. Such insurance shall be in an amount and with such terms as the City may reasonably approve. City shall be named as an additional insured on all commercial general liability policies procured pursuant to this Section 10(b). For purposes of this Agreement “**Claims**” shall mean any and all claims, liens, demands, causes of action, controversies, offsets, obligations, losses, damages and liabilities of every kind and character whatsoever, including, without limitation, any action, omission, misrepresentation or other basis for liability founded either in tort, contract or otherwise and the duties arising thereunder, whether currently existing or which may hereafter accrue, whether known or unknown, whether anticipated or unanticipated, whether in law or in equity, whether liquidated or unliquidated, contingent or otherwise, and a “**Loss**” means any award, cost, expense or loss including, without limitation, attorneys’ fees and reasonable investigative and discovery costs, liabilities and judgments.
- c. **Indemnification.** Adobe hereby indemnifies, holds harmless and agrees to defend the City from and against all Claims and Losses on account of injury to persons, loss of life, or damage to property occurring in connection with or arising from the construction, operation, use or maintenance of the Improvements; provided, however, the foregoing indemnification and agreement to hold harmless and defend does not extend to any Claims or Losses which are caused by the gross negligence or intentional wrongful act of City or its agents, servants or employees, or claims or losses which are not caused by or arise as a result of the construction, operation, use or maintenance of the Improvements. Nothing in this Section shall be construed as a waiver of any defense, claim or right of immunity on the part of the City, existing at common law or by statute, and Adobe shall not be obligated to indemnify or hold City harmless against any claim as to which City is finally determined to be immune.

9. **Title.** Title in and to the Improvements shall at all times remain exclusively with Adobe, or its assignees, successors or assigns, and no portion of the Building or the Improvements will be deemed to be a fixture of the Boulevard ROW, notwithstanding any applicable law or doctrine relating to fixtures.

10. **Mortgages: Mortgagee Protection.** Adobe and any successor owner of the Adobe Parcels may execute and record one or more mortgages, deeds of trust or other security instruments with respect to the Adobe Parcels or the Easement Areas or any portion of the Adobe

Parcels or the Easement Areas, and Adobe's or such successor owner's interest under this Agreement. Each Mortgagee of record with respect to the Adobe Parcels, the Easement Areas or the rights of Adobe or its successor owner's interest under this Agreement which provides written notice of its mortgage, deed of trust or security instrument and its address to the City, shall be given a copy of any notice to Adobe or such successor owner under this Agreement, including, without limitation, any notice of default, and an opportunity to cure any default as provided in this Agreement. Failure to deliver the required notice to a particular Mortgagee shall not operate to extend or suspend the effectiveness of any notice which was properly delivered to any other Mortgagee or to Adobe or its successor in interest. Unless and until it enters into possession or acquires title pursuant to foreclosure or any arrangement or proceeding in lieu thereof, any Mortgagee interested under any mortgage, deed of trust or security instrument affecting the Adobe Parcels or Easement Areas or any portion of the Adobe Parcels or Easement Areas shall have no obligation to take any action to comply with, and may not be compelled to take any action to comply with, any of the covenants, provisions, or requirements of this Agreement.

11. **Duration; Abandonment.** This Agreement and each easement, covenant, restriction and undertaking of this Agreement shall be perpetual but shall cease as to any Easement Area if, at any time after December 31, 2020, such Easement Area is not used for the purposes set forth herein for a period of thirty-six (36) consecutive months (as extended by periods during which use is impractical due to circumstances beyond the control of Adobe or its successor in interest). Adobe shall have the unilateral right to abandon the Easements, or any portion thereof, by filing a written notice of abandonment, in form and substance satisfactory to City, in the official records of the Utah County Recorder. Adobe shall promptly remove all improvements or other facilities installed by Adobe and located on, over, or under any portion of the Easement Areas for which the Easements have been abandoned or for which the Easement has terminated as set forth above in this Section 11.

12. **Encroachments.** In the event that any portion of the Overpass Component or Structural Components encroach or come to encroach upon the Boulevard ROW outside of the Air Space Easement Area or the Structural Support Easement Area as a result of errors or inadequacies in plans, as a result of minor errors in construction, or as a result of repair, shifting, settlement, or movement of the Overpass Component or Structural Components, there shall be an exclusive easement for such encroachment and for the continuance and maintenance thereof so long as such encroachment exists; provided, however, in no event shall the Overpass Component be allowed to encroach beyond the bottom of the Air Space Easement Area such that the clearance from the roadway surface to the bottom of the Overpass Component is less than seventeen feet six inches (17'6").

13. **Runs with Land.**

- a. **Appurtenant to Adobe Parcel; Transfers.** Each and all of the easements, restrictions, covenants and rights granted or created herein are appurtenances to the Adobe Parcels and each portion of the Adobe Parcels, and none of the easements, restrictions, covenants and rights may be transferred, assigned, or encumbered except as an appurtenance to the Adobe Parcels and each portion

of the Adobe Parcels. For the purposes of the easements, restrictions, and rights, the Adobe Parcels and each portion of the Adobe Parcels shall constitute the dominant estate, and the Easement Areas shall constitute the servient estate.

- b. **Equitable Servitude.** Each and all of the covenants, restrictions, conditions, and provisions contained in this Agreement, whether affirmative or negative in nature:
- i. are made for the direct, mutual and reciprocal benefit of the Adobe Parcels and each portion of the Adobe Parcels;
 - ii. will create mutual equitable servitude upon the Easement Areas in favor of the Adobe Parcels and shall constitute covenants running with the land;
 - iii. will bind every person or entity having any fee, leasehold, or other interest in any portion of the Easement Areas or the Adobe Parcels at any time or from time to time to the extent that such portion is affected or bound by the covenant, restriction, condition, or provision in question, or that the covenant, restriction, condition or provision is to be performed on such portion; and
 - iv. will inure to the benefit of the Adobe and its respective successors and assigns as to the Adobe Parcels and each portion of the Adobe Parcels

14. **Modification.** Subject to Section 11 hereof, this Agreement and any right-of-way, easement, covenant or restriction contained in this instrument may not be terminated, extended, modified, or amended without the consent of City and Adobe, and any such termination, extension, modification, or amendment shall be effective only on recordation in the official records of Utah County, Utah, of a written document effecting the same, executed and acknowledged by City and Adobe; provided, however, that no such termination, extension, modification, or amendment shall affect the rights of any Mortgagee unless such Mortgagee consents to the same in writing.

15. **Governing Law.** This Agreement shall be construed in accordance with and governed by the laws of the State of Utah. Whenever possible, each provision of this instrument shall be interpreted in a manner as to be valid under applicable law; but if any provision of this instrument shall be invalid or prohibited under applicable law, such provision shall be ineffective to the extent of such invalidity or prohibition without invalidating the remainder of such provision or the remaining provisions of this Agreement.

16. **Attorneys' Fees.** If any legal action or proceeding arising out of or relating to this Agreement is brought by any party to this Agreement, the prevailing party shall be entitled to receive from the other party, in addition to any other relief that may be granted, the reasonable attorneys' fees, costs and expenses that may be incurred in any action or proceeding by the prevailing party.

17. **Taxes.** If and to the extent that real property taxes, assessments or privilege taxes or other similar charges are levied on Adobe's interest in the Easement Areas as created pursuant to this Agreement, Adobe shall pay such taxes, assessments or charges.

18. **Miscellaneous Provisions.**

- a. **No Partnership.** The parties do not by this Agreement, in any way or for any purpose, become partners or joint venturers of each other in the conduct of their respective businesses or otherwise.
- b. **No Deemed Waivers.** Failure of a party to insist upon the strict performance of any provision or to exercise any election under this Agreement shall not be construed as a waiver for the future of any such provision or election.
- c. **Waivers in Writing.** No provision of this Agreement shall be deemed to have been waived unless such waiver is in writing signed by each other party.
- d. **Severability.** If any provision of this Agreement or the application thereof to any person or circumstance shall to any extent be invalid, the remainder of this Agreement or the application of such provision to persons or circumstances other than those as to which it is held invalid shall not be affected thereby and each provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.
- e. **Successors and Assigns.** All provisions herein shall be binding upon and shall inure to the benefit of the parties, their legal representatives, heirs, successors and assigns.
- f. **Authorization.** Each person executing this Agreement individually and personally represents and warrants that he is duly authorized to execute and deliver the same on behalf of the party for which it is signing (whether it be a corporation, general or limited partnership or otherwise), and that this Agreement is binding upon said party in accordance with its terms.

[Signatures appear on the next two pages.]

IN WITNESS WHEREOF, City and Adobe have entered into this Agreement for Air Space and Structural Support Easements as of the _____ day of _____, 2011.

CITY:

ATTEST:

LEHI CITY CORPORATION

MARILYN BANASKY, City Recorder

BERT WILSON, Mayor

STATE OF UTAH)
 : ss.
COUNTY OF UTAH)

The foregoing Agreement was acknowledged before me this _____ day of _____, 2011, by Bert Wilson, the Mayor of Lehi City Corporation.

Notary Public

ADOBE:

ADOBE SYSTEMS INCORPORATED

By: _____
Name: _____
Title: _____

State of California
County of Santa Clara

On _____, 2011, before me _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS, my hand and official seal.

Signature of Notary

EXHIBIT A
TO
AIR SPACE AGREEMENT
(Legal Description of Adobe Parcels)

Adobe North Parcel:

Adobe Campus Site - North Parcel

(December 27, 2010)

Beginning at a point on the Northerly Right-of-Way Line of Cabelas Boulevard, said point being North 89°53'10" West 1275.66 feet along the Section Line from the Southeast Corner of Section 25, Township 4 South, Range 1 West, Salt Lake Base and Meridian; and running

thence South 42°21'59" West 91.92 feet along the Northerly Right-of-Way Line of said Cabelas Boulevard;

thence Southwesterly 38.12 feet along the arc of a 456.00 foot radius curve to the right (center bears North 47°38'01" West and the chord bears South 44°45'41" West 38.11 feet with a central angle of 04°47'25") along the Northerly Right-of-Way Line of said Cabelas Boulevard;

thence Southwesterly 31.83 feet along the arc of a 31.00 foot radius curve to the right (center bears North 42°50'37" West and the chord bears South 76°34'29" West 30.45 feet with a central angle of 58°50'11") along the Northerly Right-of-Way Line of said Cabelas Boulevard to the Northeasterly Right-of-Way of the Frontage Road;

thence North 37°12'00" West 1,038.40 feet along the Northeasterly Right-of-Way of said Frontage Road;

thence North 31°42'24" West 310.01 feet along the Northeasterly Right-of-Way of said Frontage Road;

thence North 37°22'21" West 200.56 feet along the Northeasterly Right-of-Way of said Frontage Road;

thence North 33°15'00" West 102.69 feet along the Northeasterly Right-of-Way of said Frontage Road;

thence North 56°45'00" East 381.01 feet to the Westerly Right-of-Way of the Utah Transit Authority Corridor;

thence Southeasterly 341.77 feet along the arc of a 1,054.93 foot radius curve to the left (center bears North 60°55'43" East and the chord bears South 38°21'09" East 340.28 feet with a central angle of 18°33'44") along the Westerly Right-of-Way of said Utah Transit Authority Corridor;

thence South 47°38'01" East 1,214.40 feet along the Westerly Right-of-Way of said Utah Transit Authority to the Northerly Right-of-Way Line of said Cabelas Boulevard;

thence South 42°21'59" West 14.00 feet along the Northerly Right-of-Way Line of said Cabelas Boulevard;

thence South 53°40'35" West 50.99 feet along the Northerly Right-of-Way Line of said Cabelas Boulevard;

thence South 42°21'59" West 429.36 feet along the Northerly Right-of-Way Line of said Cabelas Boulevard to the point of beginning.

Contains 800,110 Square Feet or 18.368 Acres

Adobe South Parcel:

Adobe Campus Site - South Parcel (September 23, 2010)

Beginning at a point on the Westerly Right-of-Way of the Utah Transit Authority Corridor, said point being North 89°53'10" West 541.93 feet along the Section Line from the Southeast Corner of Section 25, Township 4 South, Range 1 West, Salt Lake Base and Meridian; and running

thence South 47°38'01" East 296.60 feet along the Westerly Right-of-Way of the Utah Transit Authority Corridor;

thence Southeasterly 452.65 feet along the arc of a 5,629.58 foot radius curve to the right (center bears South 42°14'53" West and the chord bears South 45°26'54" East 452.53 feet with a central angle of 04°36'25") along the Westerly Right-of-Way of said Utah Transit Authority Corridor to the Section Line;

thence South 00°01'58" West 292.25 feet along the Section Line to the Northerly Right-of-Way of the Frontage Road;

thence Southwesterly 71.96 feet along the arc of a 411.00 foot radius curve to the left (center bears South 03°25'22" West and the chord bears South 88°24'24" West 71.87 feet with a central angle of 10°01'56") along the Northerly Right-of-Way of said Frontage Road;

thence South 83°23'26" West 105.67 feet along the Northerly Right-of-Way of said Frontage Road;

thence South 81°21'16" West 248.26 feet along the Northerly Right-of-Way of said Frontage Road;

thence Northwesterly 126.93 feet along the arc of a 306.00 foot radius curve to the right (center bears North 06°34'24" West and the chord bears North 84°41'25" West 126.02 feet with a central angle of 23°45'57") along the Northeasterly Right-of-Way of said Frontage Road;

thence North 58°00'00" West 282.66 feet along the Northeasterly Right-of-Way of said Frontage Road;

thence Northwesterly 675.18 feet along the arc of a 1,859.86 foot radius curve to the right (center bears North 32°00'00" East and the chord bears North 47°36'00" West 671.48 feet with a central angle of 20°48'00") along the Northeasterly Right-of-Way of said Frontage Road;

thence North 37°12'00" West 7.46 feet along the Northeasterly Right-of-Way of said Frontage Road to the Southerly Right-of-Way Line of Cabelas Boulevard;

thence North 53°07'03" East 5.46 feet along the Southerly Right-of-Way Line of said Cabelas Boulevard;

thence Northeasterly 125.87 feet along the arc of a 91.00 foot radius curve to the right (center bears North 53°07'03" East and the chord bears North 02°44'31" East 116.07 feet with a central angle of 79°14'56") along the Southerly Right-of-Way Line of said Cabelas Boulevard;

thence North 42°21'59" East 522.17 feet along the Southerly Right-of-Way Line of said Cabelas Boulevard;

thence North 38°55'58" East 50.09 feet along the Southerly Right-of-Way Line of Cabelas Boulevard;

thence North 42°21'59" East 14.00 feet along the Southerly Right-of-Way Line of Cabelas Boulevard to the Westerly Right-of-Way of the Utah Transit Authority Corridor;

thence South 47°38'01" East 465.10 feet along the Westerly Right-of-Way of said Utah Transit Authority Corridor to the point of beginning.

Contains 848,034 Square Feet or 19.468 Acres

EXHIBIT B
TO
AIR SPACE AGREEMENT
(Easement Areas)

Air Space Easement Area:

Air Space Easement across Cabelas Boulevard (February 11, 2011)

Beginning at a point on the Southerly Right-of-Way Line of the Cabelas Boulevard, said point being North 89°53'10" West 1,138.26 feet along the Section Line and North 30.71 feet from the Southeast Corner of Section 25, Township 4 South, Range 1 West, Salt Lake Base and Meridian; and running

thence South 42°21'59" West 95.14 feet along the Southerly Right-of-Way Line of said Cabelas Boulevard;
thence North 56°31'05" West 81.98 feet to the Northerly Right-of-Way Line of said Cabelas Boulevard;
thence North 42°21'59" East 95.14 feet along the Northerly Right-of-Way Line of said Cabelas Boulevard;
thence South 56°31'05" East 81.98 feet to the point of beginning.

Contains 7,706 Square Feet or 0.177 Acres

Structural Component Easement Area:

North Structural Component Easement (February 11, 2011)

Beginning at a point on the Northerly Right-of-Way Line of the Cabelas Boulevard, said point being North 89°53'10" West 1,269.61 feet along the Section Line and North 6.64 feet from the Southeast Corner of Section 25, Township 4 South, Range 1 West, Salt Lake Base and Meridian; and running

thence North 42°21'59" East 51.50 feet along the Northerly Right-of-Way Line of said Cabelas Boulevard;
thence South 33°28'55" West 50.88 feet;
thence North 56°31'05" West 7.95 feet to the point of beginning.

Contains 202 Square Feet

South Structural Component Easement (February 11, 2011)

Beginning at a point on the Southerly Right-of-Way Line of the Cabelas Boulevard, said point being North 89°53'10" West 1,144.96 feet along the Section Line and North 23.35 feet from the Southeast Corner of Section 25, Township 4 South, Range 1 West, Salt Lake Base and Meridian; and running

thence South 42°21'59" West 44.85 feet along the Southerly Right-of-Way Line of said Cabelas Boulevard;
thence North 33°28'55" East 44.31 feet;
thence South 56°31'05" East 6.93 feet to the point of beginning.

Contains 153 Square Feet

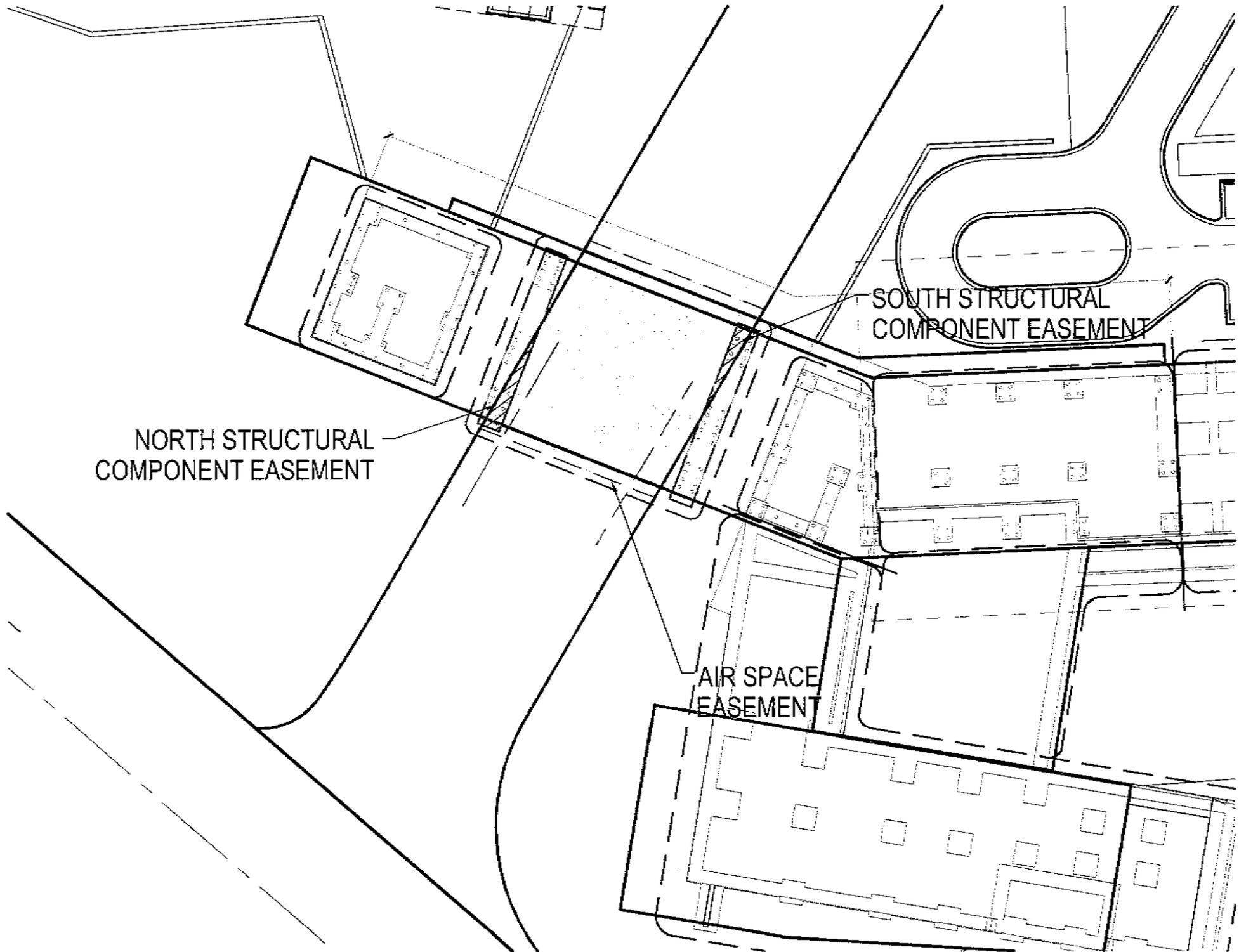
EXHIBIT C

TO

AIR SPACE AGREEMENT

(General Depiction of Easement Areas)

[See Attached.]



NORTH STRUCTURAL
COMPONENT EASEMENT

SOUTH STRUCTURAL
COMPONENT EASEMENT

AIR SPACE
EASEMENT



LEHI CITY
CITY COUNCIL AGENDA
February 22, 2011

AGENDA ITEM: 9

Consideration of increasing the maximum contract amount on the 500 West Well Equipping Project.

Presenter: Lorin Powell, City Engineer

INFORMATION: [Executive Summary](#)

[Back to Agenda](#)



ISSUE

Increase the maximum contract amount on the 500 West Well Equipping Project.

BACKGROUND

The city staff felt they could remove the old pump house etc. That turned out to be very difficult so the contractor demolished the facility and removed it from the site. During the pot holing of the old existing pipelines, it was determined that the large 16" line went right under a trailer. To better access the line and prevent current and future problems the line needed to be relocated to the street and re-arrange the other on- site piping.

RECOMMENDATION

Increase the maximum contract amount from \$240,000 to \$310,000.



LEHI CITY
CITY COUNCIL AGENDA
February 22, 2011

AGENDA ITEM: 10

Consideration of increasing the Spring Creek Well Construction Contract to allow the well to be equipped.

Presenter: Lorin Powell, City Engineer

INFORMATION: [Executive Summary](#)

[Back to Agenda](#)



ISSUE

Increase the Spring Creek Well Construction Contract to allow the well to be equipped.

BACKGROUND

The well has been drilled, the ground around the well has been stabilized, and surfacing water has been contained. Since the contractor is still mobilized, gave us a reasonable price and is also working on the 500 West Well it seemed appropriate to have him also equip the well to discharge into the Spring Creek Reservoir which is under construction.

RECOMMENDATION

Increase the maximum contract amount from \$195,000 to \$225,000.



LEHI CITY
CITY COUNCIL AGENDA
February 22, 2011

AGENDA ITEM: 11

Consideration of Ordinance #03-2011 repealing Section 2.04.050(B) of the Lehi City Municipal Code and adopting a new Section 2.04.050(B) entitled Hiring of Full Time Employees and Residency and Response Time Requirements.

Presenter: Ken Rushton, City Attorney

INFORMATION: [Ordinance #03-2011](#)

[Excerpt from the draft February 8, 2011 City Council Minutes](#)

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Ordinance No: 03-2011

AN ORDINANCE REPEALING SECTION 2.04.050 (B) OF THE LEHI CITY MUNICIPAL CODE AND ADOPTING A NEW SECTION 2.04.050 (B) ENTITLED HIRING OF FULL TIME EMPLOYEES AND RESIDENCY AND RESPONSE TIME REQUIREMENTS

WHEREAS, the Governing Body of Lehi City has, after much debate and discussion, determined that the residency requirements of Section 2.04.050(B) of the Lehi City Municipal Code should be amended to better accommodate the needs of the City while at the same time recognizing the regional nature of the residential community in the adjacent Wasatch Front area; and

WHEREAS, the modifications and amendments of this ordinance represent a compromise and consensus of the many concerns and considerations of the Governing Body of Lehi City; and

WHEREAS, the City Council specifically finds that the employees who are subject to the residency or response time requirements occupy positions that require prompt response in the event of emergencies and therefore are considered essential employees; and

WHEREAS, the Lehi City Council specifically finds that the residency requirements and response time requirements imposed upon essential employees as designated in this ordinance are necessary for the preservation of the health, safety and general welfare of the residents of Lehi City as well as non-resident visitors to the City.

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

SECTION I

Section 2.04.050(B) of the Lehi City Municipal Code is hereby repealed and the new
Lehi City 1 Ordinance # 03-2011

Section 2.04.050(B) is hereby passed in its place.

SECTION II

B. Hiring of Full Time Employees and Residency and Response Time Requirements:

1. The mayor shall, in his capacity as executive officer of the City, have charge of all full time City employees. He shall hire such personnel from time to time as the need arises and, in so doing, shall follow such rules, regulations and laws established for such hiring.

2. Individuals hired into the positions listed below shall be required to reside within the corporate boundaries of the City within 12 months of being hired unless an extension is authorized by the Mayor and approved by the City Council. Such extension shall not exceed an additional 12 month period. Additional extensions may be granted at the discretion of the Mayor and City Council upon a showing of hardship by the employee. The positions are as follows:

- a). City Administrator
- b). Assistant City Administrator
- c). Police Chief
- d). Fire Chief
- e). City Engineer
- f). Public Works Director
- g). Director of Finance and Administrative Services
- h). Planning Director
- I). Power Director

3. In addition to the essential employee positions identified in paragraph 2 above, several City departments have essential employee positions that require prompt response in the event of emergencies or service outage occurrences. These departments are the Police Department, Fire Department, Public Works Department and the Power Department. Each of these departments will specify, in department policies, such essential positions. Employees occupying these specified positions will be required to reside within a 20 minute response time of the City Administrative Offices as determined by the City's G.I.S. calculations.

4. There are no residency or response time requirements for all other employees not identified in paragraphs 2 and 3 above.

5. City Departments may establish, by department policy, residency and/or response time requirements more restrictive than the policies described in paragraphs 2 and 3 above. However, those policies must be related to the preservation of the health, safety or welfare of the residents of the City and approved by the City Council.

6. All current employees who hold positions with residency or response time requirements as identified in paragraphs 2 and 3 above and who do not currently meet those requirements are grandfathered in their current positions and are therefore not required to comply with the residency or response time requirements so long as they hold their current positions. Should such employees accept another position which has such requirements, compliance will be required. However, this grandfathering provision does not apply if residency or response time was a condition of employment imposed by the department when the employee was hired.

7. The Lehi City Personnel Policies and Procedures / Safety Manual will be amended to conform with the requirements of this ordinance and approved by the City Council. All department policies in conflict with the requirements of this ordinance must be amended to comply with this ordinance and must also be approved by the City Council.

SECTION III

Any provision of the Lehi City Municipal Code found to be in conflict with this ordinance is hereby repealed.

SECTION IV

If any provision of this ordinance is declared to be invalid by a court of competent jurisdiction, the remainder shall not be affected thereby.

SECTION V

This ordinance shall take effect immediately upon its adoption and posting or publication as required by law.

PASSED, ADOPTED AND ORDERED POSTED by the Lehi City Council this _____ day of _____, 2011.

Bert Wilson, Mayor

Attest:

Marilyn Banasky, City Recorder

12. City Business

Residency/Response Time Proposed Ordinance

Jamie Davidson reported that Ken Rushton distributed a revised ordinance during the Pre-Council meeting regarding residency and response time requirements for full-time employees. He stated that they want to review the proposed ordinance tonight and place it on the next City Council agenda for consideration. Ken Rushton, City Attorney discussed the proposed ordinance that would change section 2.04.050(B) of the current Lehi City code. Mr. Rushton stated that the language in Section B1 was taken from the prior ordinance. He stated that Section B2 of the proposed ordinance allows employees who are hired and have a residency requirement move to the City within 12 months and that two additional 12 month extensions could be granted at the discretion of the City Council. Councilor Dixon stated that he doesn't see a suggestion that there is discretion as the proposal sets out a time frame but doesn't say anything about extenuating circumstances or hardships. Mr. Rushton replied that an extension would require some sort of extenuating circumstances beyond the initial 12 months period and that he may need to add language suggesting that extensions are discretionary with the City Council based upon circumstances presented by the employee. Section B2 was discussed regarding allowing extensions, how many extensions should be allowed, and under what circumstances should an extension be granted to an employee as outlined in this section. It was determined that the second sentence in paragraph B2 would read as follows: Such extensions shall not exceed an additional 12 month period and ~~no more than two~~ additional extensions may be granted for a total of 36 months from the hire date.

Mr. Rushton stated that he questions that the Director of Finance and Administrative Services position be included in the residency requirement as he feels that position is not an essential employee as outlined in the ordinance's preamble. He stated that all the other positions that are listed in Section B2 are involved in emergency circumstances or supervises those in emergency circumstances. Mayor Wilson suggested that position could be required to have a 20 minute response time rather than be required to be a resident. Mr. Rushton stated that either way the City needs to have a rational basis for the residency or response time requirement and demonstrate the need for that in order to survive a legal challenge. Councilor Johnson stated that the listed positions are the directors of the City and he believes that establishes the nexus. He understands the nexus is emergency response but thinks that some people could construct an argument that finance needs to be here, depending on the type of emergency. He feels that positions with director level status need to be included.

Mr. Rushton discussed paragraph B3. He stated that he provided two alternatives regarding establishing a 20 minute response time for employees. Alternate #1 lists specific positions and Alternate #2 gives the department directors the latitude to develop an emergency response time policy, which would then be approved by the Mayor and City Council. Mr. Davidson stated that response time could be outlined in a job description and the employee would have to comply with that. He suggested going through each position in the department and specify those employees who would be categorized as emergency responders and put a response time requirement in their job description rather than outlining specific positions in the ordinance. Councilor Johnson reported that he likes the policy procedure and would rather have department directors struggle with this issue and let them develop a policy that fits their departmental needs. He stated that as long as department policies come to the City

Council for review and approval, he is fine with Alternative #2. Mr. Rushton stated that the departments may have policies that address this issue, but he doubts that they have been approved by the City Council. He stated that the policies need to be adopted by the City Council to have the force of law. A discussion was held regarding departmental policies and having them approved by the City Council. It was discussed that they could be reviewed annually and changes would need to come before the City Council. It was determined that Section B3 Alternate #2 be placed in the proposed ordinance and keep the language that the response time would be calculated from the City Administrative Offices. The rest of the proposed ordinance was discussed and no changes were proposed. Mr. Rushton stated that he will make the discussed changes to the ordinance and place it on the next City Council agenda for consideration.

Animal Shelter/PETA Update

Ron Foggin, Assistant City Administrator, gave an update on PETA's activities in relation to the Animal Shelter selling animals to the University of Utah research facility. He stated that PETA members are beginning to attend City Council meetings to discuss their displeasure of the selling of the animal shelter animals and have also placed some door hangers in Orem. He stated that the Animal Shelter Board is resolute to continue selling the animals to the research facility.

General Plan Land Use Element Update

Kim Struthers, Planning Director, stated that CRSA will be at the next Planning Commission meeting to introduce themselves and start the process of the General Plan Land Use Element Update. He stated that CRSA needs to work on a public preference survey to solicit input and has requested input on survey questions. Mr. Struthers distributed a draft of the City of Lehi Land Use Survey and asked the Mayor and Council to review it and submit any additional questions they would like to see included. He stated that the survey will go out in the City's newsletter and will also be available on-line. He stated that they need to have the survey ready by February 15th in order to get it in the March newsletter. He reported that CRSA will also hold four community workshops throughout the City where the survey will also be available.

Legislative Update

Jamie Davidson reported that the legislative session is in full swing. He stated that he attended a meeting regarding the proposed immigration bill and how it would impact law enforcement departments. He stated that there is a ground swell of concern from local government regarding the fiscal impact of the proposed bill. He reported that the State's budget is also a discussion item as well as the lag of the economic recovery in relation to the money coming into the State coffers. He stated that the legislature has come up with a 7% across the board cut. Mr. Davidson reported that Governor Herbert will be holding a meeting tomorrow at 9:00 a.m. at the State Capital with Lehi City and encouraged the Mayor and City Council to attend. He reported that he continues to look for any bills that could be submitted to the legislature regarding SR-73. He stated that he plans to talk to Governor Herbert about SR-73 and economic development at their meeting.