



Lehi City Council Meeting Agenda

December 14, 2010

Pre-Council at 4:30 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, 4:30 p.m.

1. Jamie Davidson- Administrative Report
2. Communication Action Plan Report by Alana Spendlove, UDOT
3. Mayor/Council Round Table

Regular Session, 7:00 p.m.

1. Awards

1.1 Lehi City Employee of the Month Award

Presenter: Jamie Davidson

2. 20 Minute Citizen Input *(for public comments on items not listed on the agenda)*
3. a. Hold public hearing on Matt Gneiting's request for approval of an amendment to the Lehi City Development Code Chapter 5, adding Assisted Living as a Conditional Use in the R-2.5 (Intermediate High Density Residential) and R-3 (High Density Residential) zones, and adding parking requirements for Assisted Living facilities.
b. Consideration of Ordinance #12-14-10.11 amending a Table of the Lehi City Development Code 05-030-A Table of Uses – Agricultural and Residential Districts.
c. Consideration of Ordinance #12-14-10.12 amending a Table of the Lehi City Development Code 04-040-Table of Off Street Parking Requirements.
Presenter: Matt Gneiting
4. a. Hold public hearing on L&T Construction's request for approval of a Zone District and Zone District Map Amendment on 10.7 acres of property located at approximately 350 South 600 East from C (Commercial) to an R-2.5 (Intermediate High Density Residential) zone.
b. Consideration of Ordinance #12-14-10.13 approval of a Zone District and Zone District Map Amendment on 10.7 acres of property located at approximately 350 South 600 East from C (Commercial) to an R-2.5 (Intermediate High Density Residential) zone.
Presenter: L & T Construction
5. a. Hold public hearing on L&T Construction's request for Preliminary Subdivision approval for Broadmoor Park PUD, a 75-lot residential development located at approximately 350 South 600 East in a proposed R-2.5 (Intermediate High Density Residential) zone.
b. Consideration of L&T Construction's request for Preliminary Subdivision approval for Broadmoor Park PUD, a 75-lot residential development located at approximately 350 South 600 East in a proposed R-2.5 (Intermediate High Density Residential) zone.
Presenter: L & T Construction

6. a. Hold public hearing on Micron Technology, Inc.'s request for approval of the Micron II Addition Annexation, approximately 50.58 acres of property located north of SR-92 and West of Highland Blvd. to a proposed TH-5 (Transitional Holding) zone.
- b. Consideration of Resolution # 12-14-10.N approving the Annexation Agreement for the Micron II Addition Annexation.
- c. Consideration of Ordinance # 12-14-10.14 approving the Micron II Addition Annexation, approximately 50.58 acres of property located north of SR-92 and West of Highland Blvd. to a proposed TH-5 (Transitional Holding) zone.

Presenter: Micron Technology, Inc.

7. a. Hold public hearing on Micron Technology, Inc.'s requests approval of a General Plan Land Use Map Amendment on approximately 855 acres of property located approximately on the north side of SR-92 between 500 West and 1700 East, amending the land use designation from TM (Technical Manufacturing) to PC (Planned Community).
- b. Consideration of Ordinance 12-14-10.15 amending a General Plan Land Use Map Amendment on approximately 855 acres of property located approximately on the north side of SR-92 between 500 West and 1700 East, amending the land use designation from TM (Technical Manufacturing) to PC (Planned Community).

Presenter: Micron Technology, Inc.

- 8 .a. Hold public hearing on Micron Technology, Inc.'s requests for Concept Plan approval for a Planned Community on approximately 855 acres of property located approximately on the north side of SR-92 between 500 West and 1700 East.
- b. Consideration of for Concept Plan approval for a Planned Community on approximately 855 acres of property located approximately on the north side of SR-92 between 500 West and 1700 East.

Presenter: Micron Technology, Inc.

9. a. Hold public hearing on Lehi City's request for approval of an amendment to the Lehi City General Plan Land Use Map on 10.02 acres of property located at approximately 1630 South 300 East from a VLDR (Very Low Density Residential Agriculture) to a PF (Public Facilities) land use designation.
- b. Consideration of Ordinance # 12-14-10.16 amending Lehi City General Plan Land Use Map on 10.02 acres of property located at approximately 1630 South 300 East from a VLDR (Very Low Density Residential Agriculture) to a PF (Public Facilities) land use designation.

Presenter: Lorin Powell, City Engineer

10. a. Hold public hearing on Lehi City's request for approval of the Spring Creek Reservoir Annexation, 10.02 acres of property located at 1630 South 300 East to a proposed PF (Public Facilities) zone.

b. Consideration of Ordinance #12-14-10.17 regarding the Spring Creek Reservoir Annexation, 10.02 acres of property located at 1630 South 300 East to a proposed PF (Public Facilities) zone.

Presenter: Lorin Powell, City Engineer

11. a. Hold public hearing on Lehi City's request for review and recommendation of proposed changes to the Lehi City Development Code Chapter 23, Signs.

b. Consideration of Ordinance # 12-14-10.18 amending Lehi City Development Code Chapter 23, Signs.

Presenter: Kim Struthers, Planning Director

12. a. Hold public hearing on amending the Lehi City FY2011 City Fee Schedule.

b. Consideration of Resolution # 12-14-10.O amending the Lehi City FY2011 City Fee Schedule.

Presenter: Brenn Bybee, Management Analyst

13. Consideration of awarding a bid for the Spring Creek Pressure Irrigation Pump Station and Reservoir.

Presenter: Lorin Powell, City Engineer

14. Consideration of awarding a bid for the Jordan Narrows Detention Basin landscaping.

Presenter: Lorin Powell, City Engineer

15. Consideration of Resolution # 12-14-10.P approving an agreement between Lehi City and Thanksgiving Point Development L.C. to trade property.

Presenter: Lorin Powell, City Engineer

16. Consideration of Ordinance # 12-14-10.19 adopting the 2009 edition of the International Wildland-Urban Interface Code.

Presenter: Kerry Evans, Fire Marshall

17. Consideration of LaPuente Restaurant's request for a liquor license.

Presenter: Marilyn Banasky, City Recorder

18. Consideration of approving the 2011 City Council meeting schedule.

Presenter: Marilyn Banasky, City Recorder

19. Approve meeting minutes from:
November 9, 2010, Regular City Council
November 9, 2010, Closed Executive Session

20. City Business

21. 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 AGENDA
December 14, 2010

AGENDA ITEM: 1

SUBJECT: Awards
Lehi City Employee of the month award

PETITIONER: City Administrator

ACTION REQUESTED BY PETITIONER: Information only

INFORMATION: The Lehi City Employee of the Month will be presented at the meeting

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LEHI CITY
CITY COUNCIL AGENDA
December 14, 2010

AGENDA ITEM: 2

SUBJECT: 20 Minute Citizen Input

PETITIONER: Anyone Interested

ACTION REQUESTED BY PETITIONER: Open agenda item provided for any interested person to be able to speak about any topic.

INFORMATION: Per Governing Body desire, this item will be placed on the agenda s a permanent and regular item.

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LEHI CITY
CITY COUNCIL AGENDA
December 14, 2010

AGENDA ITEM: 3

- SUBJECT:**
- a. Hold public hearing on Matt Gneiting's request for approval of an amendment to the Lehi City Development Code Chapter 5, adding Assisted Living as a Conditional Use in the R-2.5 (Intermediate High Density Residential) and R-3 (High Density Residential) zones, and adding parking requirements for Assisted Living facilities.
 - b. Consideration of Ordinance #12-14-10.11 amending a Table of the Lehi City Development Code 05-030-A Table of Uses – Agricultural and Residential Districts.
 - c. Consideration of Ordinance #12-14-10.12 amending a Table of the Lehi City Development Code 04-040-Table of Off Street Parking Requirements

PETITIONER: Matt Gneiting

ACTION REQUESTED BY PETITIONER: Hold public hearing and Approve Ordinances

INFORMATION: [Executive Summary](#)
[Ordinance 12-14-10.11](#)
[Ordinance 12-14-10.12](#)
[Market Survey of Long-Term Care Costs](#)

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Approved: ADW
Date: 12/6/2010

ISSUE

Matt Gneiting – Requests approval of an amendment to the Lehi City Development Code Chapter 5, adding Assisted Living as a Conditional Use in the R-2.5 (Intermediate High Density Residential) and R-3 (High Density Residential) zones, and adding parking requirements for Assisted Living facilities.

A. Ordinance Approving

BACKGROUND

This amendment has been requested by Matt Gneiting, and is related to his current request to place an assisted living facility on 1200 East. This request is two-fold:

- 1) The first request affects Table 05-030-A, Table of Residential Uses. The applicant is requesting to add a line item to the table for “Assisted Living Facility” and is proposing that it be a Conditional Use in the R-2.5 and R-3 Zones.
- 2) The second request affects the parking table, Table 05-050. The request is to add a line item to the table for “Assisted Living Facility” and for the parking requirement to be 1 space for each 4 patient beds plus 1 space for each employee during regular business hours. The DRC recommended that the requirement be based solely on parking stalls per bed, and to remove the requirement based upon employees – the DRC recommendation is 1 space for each 2.25 beds.

RECOMMENDATION

The DRC reviewed this request on November 3, 2010.

The DRC recommends that the requirement be based solely on parking stalls per bed, and to remove the requirement based upon employees. The applicant should change to be one space for each 2.25 beds.

Planning Commission reviewed this request on November 18, 2010 and made the following recommendation: *Ed James moved to recommend approval of Matt Gneiting’s request for an amendment to the Lehi City Development Code Chapter 5, adding Assisted Living as a Conditional Use in the R-2.5 and R-3 zones, and adding parking requirements for Assisted Living Facilities with the finding of fact being based upon the market study and verification of that study by the DRC and include DRC comments. Second by Marilyn Schiess. Motion carried unanimous*

If approved, the suggested motion would authorize the Mayor to sign the ordinance approving Table 05.030A, Table of Uses for Agriculture and Residential districts and Table 05-050 Off- Street Parking Requirements as amended.



ORDINANCE NO. 12-14-10.11

**AN ORDINANCE AMENDING A TABLE OF THE LEHI CITY
DEVELOPMENT CODE--05-030-A--TABLE OF USES –
AGRICULTRURE AND RESIDENTIAL DISTRICTS -- BY REPEALING
THE PRESENTLY EXISTING TABLE AND ENACTING A NEW
CORRESPONDING TABLE NUMBERED THE SAME**

WHEREAS, it has become necessary to make certain revisions and additions in Table 05-030-A Table of Uses, Agriculture and Residential Districts, - of the Lehi City Development Code, for the purpose of adding a references for Assisted Living Facility; and

WHEREAS, the Planning and Zoning Commission approved such recommendations after a public hearing before the Commission on November 18, 2010, and forwarded its recommendation for approval to the City Council; and

WHEREAS, a public hearing was held by the Lehi City Council on December 14, 2010, after proper notice as required by law, for the purpose of receiving public input to the proposed revisions of Table 05-030-A of the Lehi City Development Code; and

WHEREAS, it is the desire of the Lehi City Council to pass the proposed revisions to Table 05-030-A.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF LEHI CITY, UTAH, as follows;

SECTION I

Table 05-030-A of the Lehi City Development Code is hereby repealed and the new Table 05-030-A attached hereto is hereby passed as a replacement table.

SECTION II

This Ordinance shall take effect immediately upon its passage by City Council and first publication as required by law.

PASSED and ordered posted by the City Council of Lehi City this 14th day of December, 2010.

BERT WILSON, Mayor

ATTEST:

MARILYN BANASKY, City Recorder



ORDINANCE NO. 12-14-10.12

AN ORDINANCE AMENDING A TABLE OF THE LEHI CITY DEVELOPMENT CODE--05-050--TABLE OF OFF STREET PARKING REQUIREMENTS -- BY REPEALING THE PRESENTLY EXISTING TABLE AND ENACTING A NEW CORRESPONDING TABLE NUMBERED THE SAME

WHEREAS, it has become necessary to make certain revisions and additions in Table 05-050 Table of Off Street Parking Requirements, - of the Lehi City Development Code, for the purpose of adding a references for Assisted Living Facility parking requirements; and

WHEREAS, the Planning and Zoning Commission approved such recommendations after a public hearing before the Commission on November 18, 2010, and forwarded its recommendation for approval to the City Council; and

WHEREAS, a public hearing was held by the Lehi City Council on December 14, 2010, after proper notice as required by law, for the purpose of receiving public input to the proposed revisions of Table 05-050 of the Lehi City Development Code; and

WHEREAS, it is the desire of the Lehi City Council to pass the proposed revisions to Table 05-050.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF LEHI CITY, UTAH, as follows;

SECTION I

Table 05-050 of the Lehi City Development Code is hereby repealed and the new Table 05-050 attached hereto is hereby passed as a replacement table.

SECTION II

This Ordinance shall take effect immediately upon its passage by City Council and first publication as required by law.

PASSED and ordered posted by the City Council of Lehi City this 14th day of December 2010.

BERT WILSON, Mayor

ATTEST:

MARILYN BANASKY, City Recorder

Lehi City Development Code

TABLE 05-050 (CURRENT)

TABLE OF OFF-STREET PARKING REQUIREMENTS
(Amended 12/12/00; 05/08/01; 10/25/05)

USE

PARKING SPACES REQUIRED

NON RESIDENTIAL/OTHER USES

Nursing Home	1 space for each 4 patient beds plus 1 for each employee during regular hours
Retirement Home/Center	1 space for every 1.5 sleeping unit plus 1 for each employee during regular hours

TABLE 05-050 (REQUESTED)

TABLE OF OFF-STREET PARKING REQUIREMENTS

USE

PARKING SPACES REQUIRED

NON RESIDENTIAL/OTHER USES

Nursing Home	1 space for each 4 patient beds plus 1 for each employee during regular hours
Assisted Living Facility	1 space for each 4 patient beds plus 1 for each employee during regular hours
Retirement Home/Center	1 space for every 1.5 sleeping unit plus 1 for each employee during regular hours



The 2009 MetLife Market Survey of Nursing Home, Assisted Living, Adult Day Services, and Home Care Costs

OCTOBER 2009

MetLife
Mature Market
INSTITUTE

Source: The 2009 MetLife Market Survey of Nursing Home, Assisted Living, Adult Day Services, and Home Care Costs, October 2009 from the National Center for Assisted Living
<http://www.metlife.com/assets/cao/mmi/publications/studies/mmi-market-survey-nursing-home-assisted-living.pdf>

Nursing Homes

A nursing home is a facility which provides residents with a room, meals, personal care, nursing care, and medical services. Nursing homes provide care to residents with chronic conditions requiring long-term care or for those needing a shorter term recovery period after hospitalization. Typically, patients in long-term care facilities require assistance with multiple activities of daily living (ADLs), which include bathing, dressing, eating, toileting, transferring in and out of chairs or beds, and continence, and/or have cognitive limitations due to Alzheimer's disease or another form of dementia.

Admission to a nursing home could be for short-term rehabilitation services; however, for many Americans, the move to a nursing home is a permanent one. The nursing home resident may have a chronic condition or a cognitive impairment requiring a level of care that prevents him or her from living independently. Nursing homes provide a secure environment and an array of services to meet the physical, medical, and social needs of their residents. Services provided at nursing homes typically include:

- › Room and board
- › Nursing care
- › Medication management
- › Personal care (assistance with ADLs)
- › Social and recreational activities

According to the U.S. Census Bureau, in 2008, 68% of nursing home residents were women, and only 15% of all residents were under the age of 65. The median age of residents was 83.2 years.

Assisted Living Communities

In the continuum of care, assisted living bridges the gap between home care and nursing homes. It provides services for those who are not able to live independently, but do not require the level of care provided by a nursing home. Residents of assisted living communities may need personal care assistance with meal preparation, ADLs, and household chores, and/or require supervision due to a cognitive impairment related to disorders such as Alzheimer's.

Assisted living communities provide housing for those who need help in day-to-day living, but who do not need the round-the-clock level of care found in nursing homes. Many communities have nurses on staff and provide health care monitoring.... The average age of an assisted living resident is 86.9 years old, and the average length of stay in assisted living is approximately 28.3 months.

Depending upon their chosen level of service, residents in assisted living communities may have the following services offered:

- › Care management and monitoring
- › Help with ADLs
- › Housekeeping and laundry
- › Medication management

- › Recreational activities
- › Security
- › Transportation
- › Two or more meals per day

Assisted Living Resident Profile

The resident profile is a tool used to describe the characteristics of the resident population in a community. It is used to help determine the level of care and services that are needed for the residents. The profile is based on a survey of residents and their families, and is updated regularly. The profile is used to help determine the level of care and services that are needed for the residents. The profile is based on a survey of residents and their families, and is updated regularly.

Characteristic	Percentage
Male	52%
Female	48%
White	75%
Black	15%
Hispanic	8%
Other	2%

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- › 10% of residents are currently employed
- › 25% of residents are currently unemployed
- › 35% of residents are currently retired
- › 30% of residents are currently widowed

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National Center for Assisted Living



Assisted Living Resident Profile

Age - The average age of residents in assisted living facilities in 2006 was 85 years.

Gender - More than three-quarters of assisted living residents are female; 24 percent are male.

Typical Resident - The typical assisted living resident is an 86-year-old woman who is mobile, but needs assistance with approximately two activities of daily living (ADLs).

Number of Residents - More than 900,000 people nationwide live in assisted living settings.

Activities of Daily Living - On average, assisted living residents need help with two ADLs. The chart below shows the various ADLs and the percentage of residents needing help with them.

Activities of Daily Living	% of Residents Needing Help
Bathing	68%
Dressing	47%
Toileting	34%
Transferring	25%
Eating	22%

Other Common Services -- A full 91 percent of assisted living residents need help with housework, while 86 percent need help managing their medications.

Moving In -- Residents come to assisted living facilities from a variety of settings, including:

- 60 percent moved from a private home or apartment
- 12 percent moved from a retirement or independent living community
- 10 percent moved from a family residence (such as living with adult children)
- 9 percent came from another assisted living residence or group home
- 8 percent came from a nursing facility

Moving Out - The average length of stay in an assisted living residence is about 27 months. Thirty-four percent of residents will move into a nursing facility. Thirty percent will pass away. The remaining will move home or to another location.

Resident Rights -- The National Center for Assisted Living advocates that residents' rights should include the right to:

- Privacy
- Be treated at all times with dignity and respect
- Control personal finances

- Retain and have use of personal possessions
- Interact freely with others both within the assisted living residence and in the community
- Freedom of religion
- Control receipt of health-related services
- Organize resident councils

The information above comes from the "2006 Overview of Assisted Living," published by the American Association of Homes and Services for the Aging, American Seniors Housing Association, Assisted Living Federation of America, National Center for Assisted Living, and National Investment Center for the Seniors Housing & Care Industry, or reflects NCAL's philosophy of assisted living.

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Source: Helpguide.org, a trusted non-profit resource
http://helpguide.org/elder/independent_living_seniors_retirement.htm
October 28, 2010

What is Independent Living for seniors?

Among the many senior housing options available, Independent Living provides the greatest versatility and freedom. Independent Living for seniors refers to residence in a compact, easy-to-maintain, private apartment or house within a community of seniors. Any housing arrangement designed exclusively for seniors (generally those age 55+; in some cases the age requirement is 62+) may be classified as an Independent Living community....As the name implies, Independent Living is just that: the ability to maintain one's residence and lifestyle without custodial or medical assistance. If custodial or medical care becomes necessary, residents in Independent Living for seniors are permitted to bring in outside services of their choice.

The key characteristics of Senior Independent Living include:

Characteristics of Senior Independent Living

Activities of Daily Living (dressing, personal care)	no assistance provided
Community Activities (social events, outings, golf, etc.)	some activities offered
Community Services (laundry, cleaning, etc.)	many services provided
Health Services (medications, nursing care)	none provided
Environment (personal freedom)	residents are independent
Overall Health (physical, emotional)	residents are in generally good health

Differences between Independent Living differ and Assisted Living or Congregate Housing (CCRC)

Seniors who opt for Independent Living must be able to manage their home and personal needs on their own. In an Assisted Living facility, by contrast, residents require and receive some custodial care, such as help with bathing, dressing, grooming, and eating. Medical care is limited. CCRC's allow for independent living in separate houses or apartments, with the addition of both custodial (Assisted Living) care and medical (Nursing Home) care as necessary. CCRC residents can move back and forth between various facilities in the same general location, as their needs for care change over time. Unlike CCRC's, Independent Living by itself is entirely separate from nursing homes or assisted living facilities, which may be quite a distance away from the independent living community.

Good candidates for Independent Living

Independent Living is ideal for seniors who:

- are healthy and able to care for themselves;
- want to live independently;

- desire the security to be found in a seniors-only community;
- no longer want to maintain a house;
- prefer to live among their peers;
- can communicate with doctors and caregivers by themselves, or with the help of family or friends, but without the help of trained, onsite staff;
- have enough money to pay for the kind of home they are looking for, or else can be satisfied with subsidized housing.

If a senior needs occasional personal or medical care, they must be able to bring in health care providers from outside the community.

Parking Use at Utah Assisted Living Facilities

A Parking Analysis Data Sample
created by
Wentworth Senior Living Services
of Seven Operational
Senior Care Communities

Report Data Analysis by
Matthew Gneiting

Study Period from 12.08.2001 – 03.12.2002

Scope of Study

This study data was provided at the request of a client to Wentworth Senior Living Services. Wentworth Senior Living Services specializes in the management of senior living properties and assists clients at all levels in both advisory and operational needs.

The nature of the parking study is to evaluate present parking demands at several operational assisted living facilities to better understand parking patterns and to increase parking planning awareness.

By analyzing parking patterns at consistent intervals over a period of time, the results will be indicative of normal use, low demand periods, and high demand periods, while also analyzing the sufficiency of or need for increased parking supply at existing locations. The study will also provide a foundation for assisted living parking demand at future assisted living developments. Subject locations are located throughout the east and south bench region of the Salt Lake Valley and were taken between December 8, 2001 and March 12, 2002.

Methodology

Study data, as considered in this analysis, may focus on any number of significant factors. Importantly, one methodology is to isolate the number of vehicle stalls needed for a resident population and its facility employee staff combined. An example of this would be 1 parking space for every 2 residents plus 1 space for every employee during working hours. *This is not the focus of this study.*

Rather, the data analysis focuses on the relationship between the number of vehicle stalls needed/used and the total population potential of an assisted living facility. In this latter case, the employee base is ancillary, while the parking stall count compared to the maximum resident count is key. Whether an employee, a health care vendor, a family member guest, or a resident, if a car is parked in a stall, it is the same—the stall is being used. The analysis and conclusion then will be indicative of such an approach.

Significant Factors

The pool of assisted living facilities ranged across several miles of the south and eastern Salt Lake Valley. Data sampling times were at consistent intervals over a range of time to indicate normal patterns and highlight peak demand as well as non-standard use.

Upon recording, the average parking stall count based on total resident occupant count is 1 parking stall per 2.30 residents as shown in the following table:

Assisted Living Facility	Occupant Units	Parking Stalls	Residents per Parking Unit
The Wentworth at East Millcreek	43	18	2.39
Le Chateau at Brickyard	102	45	2.27
Millcreek Retirement Residence	76	32	2.38
Cordia Senior Living (now, Wellington Senior Residence)	119	45	2.64
Cottonwood Creek Retirement	103	51	2.02
The Wentworth At Willow Creek	42	18	2.33
Alta Ridge	44	21	2.10
Average			2.30

While parking use varied at each facility, peak demand for parking use was consistently noticed between 12:00 pm and 1:00 pm. Parking count was highest at this point. At a relative distance in car count, the 5:00 pm to 6:00 pm hour came in at the second highest demand level.

Peak Demand Period

Assisted Living Facility	Parking Stalls	Peak Demand Period	Average # of Stalls Used
The Wentworth at East Millcreek	18	12:00pm - 1:00pm	13
Le Chateau at Brickyard	45	12:00pm - 1:00pm	24
Millcreek Retirement Residence	32	12:00pm - 1:00pm	20
Cordia Senior Living (now, Wellington Senior Residence)	45	12:00pm - 1:00pm	35
Cottonwood Creek Retirement	51	12:00pm - 1:00pm	23
The Wentworth At Willow Creek	18	12:00pm - 1:00pm	12
Alta Ridge	21	12:00pm - 1:00pm	12

- Second most demanding period was 5:00pm - 6:00pm.

Peak Demand Period focuses on the periods of time when a parking lot is used most over the study period of about 3 months. This shows us when parking is most needed and highlights the average number of stalls needed to meet that demand.

Somewhat related is the maximum parking use observed at any time during the study period. This then accounts for day or night use, weekend or weekday. Expectations of maximum demand use are consistent in all cases, as compared to the prior table Peak Demand Period, except in the case of Cottonwood Creek Retirement. As the table notes, one evening between 8:00 pm and 9:00 pm realized a parking need well above the norms. The Wentworth at Willow Creek, while consistently needing only 66% of its stalls during peak demand periods, had one occasion where the facility exceeded its parking unit base of 18 stalls.

Maximum Parking Use

Assisted Living Facility	Occupant Units	Parking Stalls	Maximum # of Stalls Used (among all sample periods)	Excess Supply
The Wentworth at East Millcreek	43	18	14	4
Le Chateau at Brickyard	102	45	27	18
Millcreek Retirement Residence	76	32	28	4
Cordia Senior Living (now, Wellington Senior Residence)	119	45	39	6
Cottonwood Creek Retirement*	103	51	43	8
The Wentworth At Willow Creek	42	18	19	-1
Alta Ridge	44	21	16	5

*Cottonwood Creek saw one spike in demand between 8:00pm - 9:00pm. Second highest use for this property, which seems more representative in nature, is 30 stalls used.

Conclusion

The existing parking facilities each had adequate parking supply to meet normal facility demand considering all parking patrons: employees, health care vendors, family members, as well as resident (i.e. their own vehicles). Also, demand was met in all instances except for two out of a study sample of 185 data readings over a 3 month period.

Average Parking Supply identifies the number of vehicles present in a parking facility routinely and, while not a measure of highest demand, illustrates regular demand at any given point in time. The following table shows this:

Average Parking Supply (at any given time)

Assisted Living Facility	Parking Stalls	Average # of Vehicles At Any Given Time	Average Excess Parking Stall Supply
The Wentworth at East Millcreek	18	9	9
Le Chateau at Brickyard	45	19	26
Millcreek Retirement Residence	32	17	15
Cordia Senior Living (now, Wellington Senior)	45	29	16
Cottonwood Creek Retirement	51	18	33
The Wentworth At Willow Creek	18	9	9
Alta Ridge	21	9	12

As shown, the number of parking stalls used, on average, was a low as 35.29% of the available supply. Conversely, the highest car count observed, on average, is shown at 50% of total supply.

To correlate maximum parking use and available supply, the following table highlights both the maximum stalls used and the ratio of stalls used per the resident population being served, as follows:

Parking Ratio Based On Maximum Parking Use

Assisted Living Facility	Occupant Units	Parking Stalls	Maximum # of Stalls Used (among all sample periods)	Residents per Parking Unit
The Wentworth at East Millcreek	43	18	14.19	3.03
Le Chateau at Brickyard	102	45	26.52	3.85
Millcreek Retirement Residence	76	32	28.12	2.70
Cordia Senior Living (now, Wellington Senior Residence)	119	45	39.27	3.03
Cottonwood Creek Retirement	103	51	43.26	2.38
The Wentworth At Willow Creek	42	18	18.9	2.22
Alta Ridge	44	21	15.84	2.78
Average				2.86

Again, based on 185 data samples, each facility meets normal demands and peak parking demands for all periods except for The Wentworth at Willow Creek which exceeded parking stall units by one during the noon time hour for one data sample.

The Wentworth at East Millcreek
1871 E 3300 S, Salt Lake City, UT 84106



43	Occupant Units
18	Parking Stalls

* indicates a holiday, New Years Day

<i>Date</i>	<i>Day</i>	<i>Time</i>	<i># of Vehicles</i>	<i>Vehicles as a % of Occupant Units</i>
1/1	Monday*	8:30am - 9:30am	9	21%
1/1	Monday*	12:00pm - 1:00pm	13	30%
1/1	Monday*	5:00pm - 6:00pm	13	30%
1/1	Monday*	8:00pm - 9:00pm	7	16%
2/5	Tuesday	8:30am - 9:30am	10	23%
2/1	Tuesday	8:30am - 9:30am	8	19%
2/1	Tuesday	12:00pm - 1:00pm	14	33%
2/5	Tuesday	12:00pm - 1:00pm	15	35%
1/2	Tuesday	5:00pm - 6:00pm	8	19%
2/5	Tuesday	5:00pm - 6:00pm	9	21%
2/5	Tuesday	8:00pm - 9:00pm	6	14%
3/1	Tuesday	8:00pm - 9:00pm	6	14%
1/3	Thursday	8:30am - 9:30am	11	26%
12/2	Thursday	8:30am - 9:30am	9	21%
12/2	Thursday	12:00pm - 1:00pm	14	33%
2/2	Thursday	12:00pm - 1:00pm	14	33%
2/2	Thursday	5:00pm - 6:00pm	4	9%
2/2	Thursday	8:00pm - 9:00pm	4	9%
3/7	Thursday	8:00pm - 9:00pm	6	14%
12/2	Saturday	8:30am - 9:30am	9	21%
12/2	Saturday	8:30am - 9:30am	7	16%
12/8	Saturday	12:00pm - 1:00pm	9	21%
3/2	Saturday	12:00pm - 1:00pm	11	26%
12/2	Saturday	5:00pm - 6:00pm	11	26%
3/2	Saturday	5:00pm - 6:00pm	7	16%
12/1	Saturday	8:00pm - 9:00pm	5	12%
3/2	Saturday	8:00pm - 9:00pm	3	7%

Average (%)

21%

Average # of Vehicles at any given time

9

Le Chateau at Brickyard
 3080 S 1300 E, Salt Lake City, UT 84106



102	Occupant Units
45	Parking Stalls

* indicates a holiday, New Years Day

Date	Day	Time	# of Vehicles	Vehicles as a % of Occupant Units
1/1/2002	Monday*	8:30am - 9:30am	21	21%
1/1/2002	Monday*	12:00pm - 1:00pm	19	19%
1/1/2002	Monday*	5:00pm - 6:00pm	18	18%
1/1/2002	Monday*	8:00pm - 9:00pm	13	13%
2/5/2002	Tuesday	8:30am - 9:30am	15	15%
2/12/2002	Tuesday	8:30am - 9:30am	20	20%
2/5/2002	Tuesday	12:00pm - 1:00pm	25	25%
2/12/2002	Tuesday	12:00pm - 1:00pm	24	24%
2/5/2002	Tuesday	5:00pm - 6:00pm	20	20%
1/22/2002	Tuesday	5:00pm - 6:00pm	16	16%
2/5/2002	Tuesday	8:00pm - 9:00pm	14	14%
3/12/2002	Tuesday	8:00pm - 9:00pm	16	16%
1/3/2002	Thursday	8:30am - 9:30am	17	17%
12/27/2001	Thursday	8:30am - 9:30am	19	19%
12/27/2001	Thursday	12:00pm - 1:00pm	26	25%
2/21/2002	Thursday	12:00pm - 1:00pm	27	26%
2/21/2002	Thursday	5:00pm - 6:00pm	19	19%
2/21/2002	Thursday	8:00pm - 9:00pm	19	19%
3/7/2002	Thursday	8:00pm - 9:00pm	17	17%
12/22/2001	Saturday	8:30am - 9:30am	16	16%
12/22/2001	Saturday	8:30am - 9:30am	15	15%
12/8/2001	Saturday	12:00pm - 1:00pm	24	24%
3/2/2002	Saturday	12:00pm - 1:00pm	23	23%
12/22/2001	Saturday	5:00pm - 6:00pm	25	25%
3/2/2002	Saturday	5:00pm - 6:00pm	21	21%
12/15/2001	Saturday	8:00pm - 9:00pm	12	12%
3/2/2002	Saturday	8:00pm - 9:00pm	17	17%

Average (%)

Average # of Vehicles at any given time

Millcreek Retirement Residence
777 E 3900 S, Salt Lake City, UT 84107



76	Occupant Units
32	Parking Stalls

* Indicates a holiday, New Years Day

<i>Date</i>	<i>Day</i>	<i>Time</i>	<i># of Vehicles</i>	<i>Vehicles as a % of Occupant Units</i>
1/1/2002	Monday*	8:30am - 9:30am	12	16%
1/1/2002	Monday*	12:00pm - 1:00pm	14	18%
1/1/2002	Monday*	5:00pm - 6:00pm	11	14%
1/1/2002	Monday*	8:00pm - 9:00pm	11	14%
2/5/2002	Tuesday	8:30am - 9:30am	19	25%
2/12/2002	Tuesday	8:30am - 9:30am	20	26%
2/5/2002	Tuesday	12:00pm - 1:00pm	27	36%
2/12/2002	Tuesday	12:00pm - 1:00pm	23	30%
1/22/2002	Tuesday	5:00pm - 6:00pm	16	21%
2/5/2002	Tuesday	5:00pm - 6:00pm	28	37%
2/5/2002	Tuesday	8:00pm - 9:00pm	17	22%
3/12/2002	Tuesday	8:00pm - 9:00pm	14	18%
12/27/2001	Thursday	8:30am - 9:30am	16	21%
1/3/2002	Thursday	8:30am - 9:30am	16	21%
12/27/2001	Thursday	12:00pm - 1:00pm	18	24%
2/21/2002	Thursday	12:00pm - 1:00pm	23	30%
2/21/2002	Thursday	5:00pm - 6:00pm	22	29%
2/21/2002	Thursday	8:00pm - 9:00pm	12	16%
3/7/2002	Thursday	8:00pm - 9:00pm	16	21%
12/22/2001	Saturday	8:30am - 9:30am	14	18%
12/22/2001	Saturday	8:30am - 9:30am	15	20%
12/8/2001	Saturday	12:00pm - 1:00pm	17	22%
3/2/2002	Saturday	12:00pm - 1:00pm	19	25%
12/22/2001	Saturday	5:00pm - 6:00pm	18	24%
12/15/2001	Saturday	8:00pm - 9:00pm	11	14%

Average (%) **23%**

Average # of Vehicles at any given time **17**

**Cordia Senior Living (aka Wellington Senior Residence)
4522 S 1300 E, Salt Lake City, UT 84117**



119
45

Occupant Units
Parking Stalls

* indicates a holiday, New Years Day

<i>Date</i>	<i>Day</i>	<i>Time</i>	<i># of Vehicles</i>	<i>Vehicles as a % of Occupant Units</i>
1/1/2002	Monday*	8:30am - 9:30am	21	18%
1/1/2002	Monday*	12:00pm - 1:00pm	28	24%
1/1/2002	Monday*	5:00pm - 6:00pm	34	29%
1/1/2002	Monday*	8:00pm - 9:00pm	20	17%
2/5/2002	Tuesday	8:30am - 9:30am	26	22%
2/12/2002	Tuesday	8:30am - 9:30am	21	18%
2/5/2002	Tuesday	12:00pm - 1:00pm	39	33%
2/12/2002	Tuesday	12:00pm - 1:00pm	33	28%
1/22/2002	Tuesday	5:00pm - 6:00pm	30	25%
2/5/2002	Tuesday	5:00pm - 6:00pm	37	31%
2/5/2002	Tuesday	8:00pm - 9:00pm	27	23%
3/12/2002	Tuesday	8:00pm - 9:00pm	38	32%
12/27/2001	Thursday	8:30am - 9:30am	28	24%
1/3/2002	Thursday	8:30am - 9:30am	21	18%
2/21/2002	Thursday	12:00pm - 1:00pm	33	28%
12/27/2001	Thursday	12:00pm - 1:00pm	38	32%
2/21/2002	Thursday	5:00pm - 6:00pm	23	19%
2/21/2002	Thursday	8:00pm - 9:00pm	18	15%
3/7/2002	Thursday	8:00pm - 9:00pm	18	15%
12/22/2001	Saturday	8:30am - 9:30am	28	24%
12/22/2001	Saturday	8:30am - 9:30am	32	27%
3/2/2002	Saturday	12:00pm - 1:00pm	41	34%
12/8/2001	Saturday	12:00pm - 1:00pm	34	29%
12/22/2001	Saturday	5:00pm - 6:00pm	35	29%
3/2/2002	Saturday	5:00pm - 6:00pm	33	28%
12/15/2001	Saturday	8:00pm - 9:00pm	21	18%
3/2/2002	Saturday	8:00pm - 9:00pm	19	16%

Average (%) 24%

Average # of Vehicles at any given time 29

Cottonwood Creek Retirement
1245 Murray Holladay Rd, Holladay, UT 84117



103	Occupant Units
51	Parking Stalls

* indicates a holiday, New Years Day

<i>Date</i>	<i>Day</i>	<i>Time</i>	<i># of Vehicles</i>	<i>Vehicles as a % of Occupant Units</i>
1/1/2002	Monday*	8:30am - 9:30am	12	12%
1/1/2002	Monday*	12:00pm - 1:00pm	17	17%
1/1/2002	Monday*	5:00pm - 6:00pm	12	12%
1/1/2002	Monday*	8:00pm - 9:00pm	12	12%
2/5/2002	Tuesday	8:30am - 9:30am	22	21%
2/12/2002	Tuesday	8:30am - 9:30am	20	19%
2/12/2002	Tuesday	12:00pm - 1:00pm	30	29%
2/5/2002	Tuesday	12:00pm - 1:00pm	23	22%
1/22/2002	Tuesday	5:00pm - 6:00pm	16	16%
2/5/2002	Tuesday	5:00pm - 6:00pm	19	18%
2/5/2002	Tuesday	8:00pm - 9:00pm	9	9%
3/12/2002	Tuesday	8:00pm - 9:00pm	13	13%
12/27/2001	Thursday	8:30am - 9:30am	17	17%
1/3/2002	Thursday	8:30am - 9:30am	19	18%
2/21/2002	Thursday	12:00pm - 1:00pm	25	24%
12/27/2001	Thursday	12:00pm - 1:00pm	22	21%
2/21/2002	Thursday	5:00pm - 6:00pm	17	17%
2/21/2002	Thursday	8:00pm - 9:00pm	14	14%
3/7/2002	Thursday	8:00pm - 9:00pm	11	11%
12/22/2001	Saturday	8:30am - 9:30am	13	13%
12/22/2001	Saturday	8:30am - 9:30am	17	17%
3/2/2002	Saturday	12:00pm - 1:00pm	26	25%
12/22/2001	Saturday	12:00pm - 1:00pm	17	17%
12/22/2001	Saturday	5:00pm - 6:00pm	15	15%
3/2/2002	Saturday	5:00pm - 6:00pm	16	16%
12/15/2001	Saturday	8:00pm - 9:00pm	8	8%
3/2/2002	Saturday	8:00pm - 9:00pm	43	42%

Average (%) 17%

Average # of Vehicles at any given time 18

The Wentworth At Willow Creek
8325 Highland Drive, Sandy, UT 84093



42	Occupant Units
18	Parking Stalls

* indicates a holiday, New Years Day

<i>Date</i>	<i>Day</i>	<i>Time</i>	<i># of Vehicles</i>	<i>Vehicles as a % of Occupant Units</i>
1/1/2002	Monday*	8:30am - 9:30am	5	12%
1/1/2002	Monday*	12:00pm - 1:00pm	5	12%
1/1/2002	Monday*	5:00pm - 6:00pm	10	24%
1/1/2002	Monday*	8:00pm - 9:00pm	6	14%
2/5/2002	Tuesday	8:30am - 9:30am	16	38%
2/12/2002	Tuesday	8:30am - 9:30am	5	12%
2/12/2002	Tuesday	12:00pm - 1:00pm	15	36%
2/5/2002	Tuesday	12:00pm - 1:00pm	19	45%
1/22/2002	Tuesday	5:00pm - 6:00pm	11	26%
2/5/2002	Tuesday	5:00pm - 6:00pm	13	31%
2/5/2002	Tuesday	8:00pm - 9:00pm	9	21%
3/12/2002	Tuesday	8:00pm - 9:00pm	3	7%
12/27/2001	Thursday	8:30am - 9:30am	6	14%
1/3/2002	Thursday	8:30am - 9:30am	13	31%
2/21/2002	Thursday	12:00pm - 1:00pm	13	31%
12/27/2001	Thursday	12:00pm - 1:00pm	14	33%
2/21/2002	Thursday	5:00pm - 6:00pm	9	21%
2/21/2002	Thursday	8:00pm - 9:00pm	3	7%
3/7/2002	Thursday	8:00pm - 9:00pm	7	17%
12/22/2001	Saturday	8:30am - 9:30am	6	14%
12/22/2002	Saturday	8:30am - 9:30am	11	26%
3/2/2002	Saturday	12:00pm - 1:00pm	12	29%
12/22/2001	Saturday	12:00pm - 1:00pm	6	14%
12/22/2001	Saturday	5:00pm - 6:00pm	6	14%
3/2/2002	Saturday	5:00pm - 6:00pm	8	19%
3/2/2002	Saturday	8:00pm - 9:00pm	8	19%

Average (%) 22%

Average # of Vehicles at any given time 9

Alta Ridge
1360 East 9400 South, Sandy, UT 84093



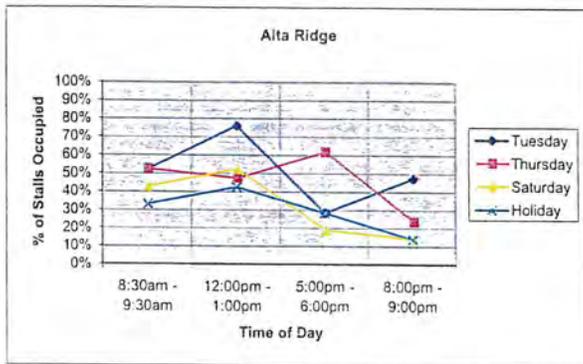
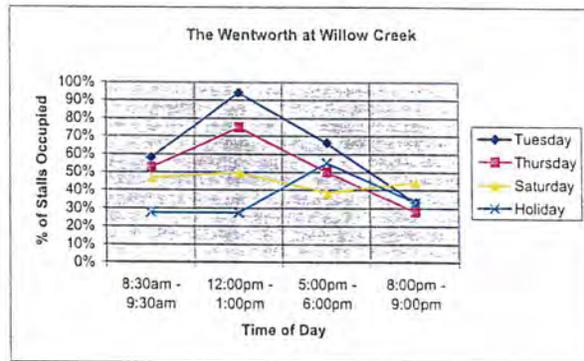
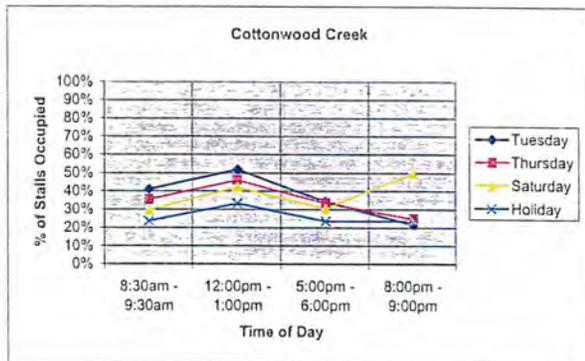
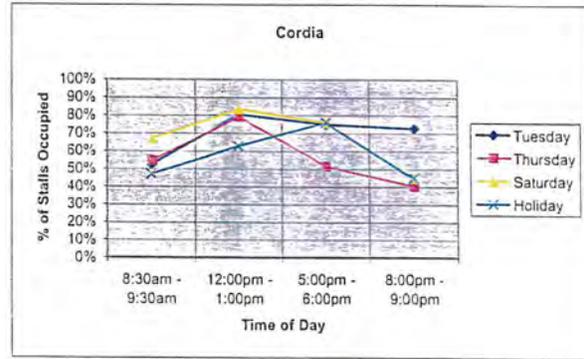
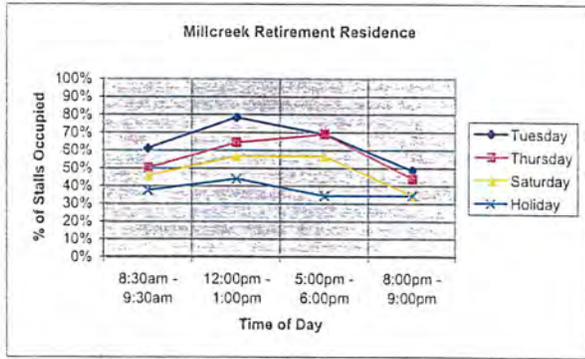
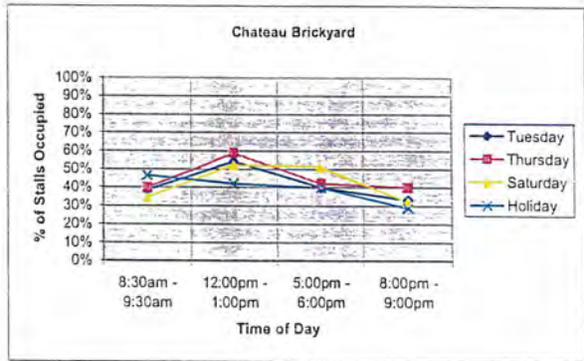
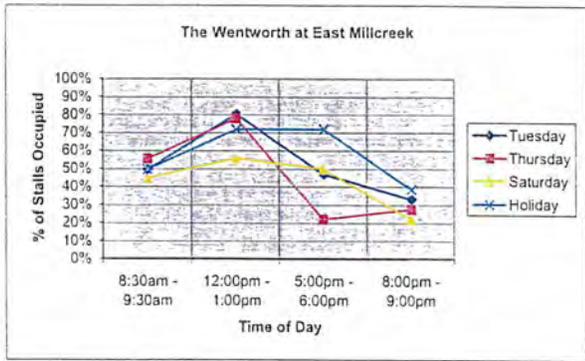
44	Occupant Units
21	Parking Stalls

* indicates a holiday, New Years Day

<i>Date</i>	<i>Day</i>	<i>Time</i>	<i># of Vehicles</i>	<i>Vehicles as a % of Occupant Units</i>
1/1/2002	Monday*	8:30am - 9:30am	7	16%
1/1/2002	Monday*	12:00pm - 1:00pm	9	20%
1/1/2002	Monday*	5:00pm - 6:00pm	6	14%
1/1/2002	Monday*	8:00pm - 9:00pm	3	7%
2/5/2002	Tuesday	8:30am - 9:30am	12	27%
2/12/2002	Tuesday	8:30am - 9:30am	11	25%
2/12/2002	Tuesday	12:00pm - 1:00pm	16	36%
2/5/2002	Tuesday	12:00pm - 1:00pm	16	36%
1/22/2002	Tuesday	5:00pm - 6:00pm	6	14%
2/5/2002	Tuesday	5:00pm - 6:00pm	6	14%
2/5/2002	Tuesday	8:00pm - 9:00pm	4	9%
3/12/2002	Tuesday	8:00pm - 9:00pm	10	23%
12/27/2001	Thursday	8:30am - 9:30am	11	25%
1/3/2002	Thursday	8:30am - 9:30am	11	25%
2/21/2002	Thursday	12:00pm - 1:00pm	11	25%
12/27/2001	Thursday	12:00pm - 1:00pm	9	20%
2/21/2002	Thursday	5:00pm - 6:00pm	13	30%
2/21/2002	Thursday	8:00pm - 9:00pm	4	9%
3/7/2002	Thursday	8:00pm - 9:00pm	6	14%
12/22/2001	Saturday	8:30am - 9:30am	8	18%
12/22/2001	Saturday	8:30am - 9:30am	9	20%
3/2/2002	Saturday	12:00pm - 1:00pm	11	25%
12/22/2001	Saturday	12:00pm - 1:00pm	11	25%
12/22/2001	Saturday	5:00pm - 6:00pm	5	11%
3/2/2002	Saturday	5:00pm - 6:00pm	4	9%
3/2/2002	Saturday	8:00pm - 9:00pm	3	7%

Average (%) **19%**

Average # of Vehicles at any given time **9**



LEHI CITY
CITY COUNCIL AGENDA
December 14, 2010

AGENDA ITEM: 4

- SUBJECT:**
- a. Hold public hearing on L&T Construction's request for approval of a Zone District and Zone District Map Amendment on 10.7 acres of property located at approximately 350 South 600 East from C (Commercial) to an R-2.5 (Intermediate High Density Residential) zone.
 - b. Consideration of Ordinance #12-14-10.13 approval of a Zone District and Zone District Map Amendment on 10.7 acres of property located at approximately 350 South 600 East from C (Commercial) to an R-2.5 (Intermediate High Density Residential) zone.

PETITIONER: L & T Construction

ACTION REQUESTED BY PETITIONER: Hold public hearing and Approve Ordinance

INFORMATION: [Executive Summary](#)
[Ordinance 12-14-10.13](#)

[BACK TO AGENDA](#)

Approved: [Signature]
Date: 12/6/2010

ISSUE

L&T Construction - Requests approval of a Zone District and Zone District Map Amendment on 10.7 acres of property located at approximately 350 South 600 East from C (Commercial) to an R-2.5 (Intermediate High Density Residential) zone.

A. Ordinance Approving

BACKGROUND

Surrounding Zoning and Land Uses:

Adjacent Zoning and Land Use:	North:	TH-5, R-1-8, RA-1	Single family residential
	East:	C	Vacant/undeveloped
	South:	A-1	Peck trucking warehouse and single family residential
	West:	R-1-8	Single family residential

A water dedication will be required prior to recordation of the zone change.

RECOMMENDATION

The DRC reviewed this proposed Zone Change on July 21, 2010 and made the following comment:

Additional water dedication will be required on this property to take into account the difference in the dedication amount between Commercial and IHDR zoning.

The Planning Commission reviewed the proposed Zone Change November 18, 2010 and made the following recommendation:

Ed James moved to recommend approval of L & T Construction's request for a Zone District and Zone District Map Amendment on approximately 24 acres of property located at approximately 350 South 600 East from Commercial to an R-2.5 zone and as part of the motion to include DRC comments and that the finding of fact be found in DRC comments where it talks about the consistency of the elements of the General Plan. Second by Derek Byrne. Motion carried unanimously.

The suggested motion if approved would authorize the Mayor to sign the ordinance changing the Zoning District and Zoning District Map designation from C(Commercial) to a R-2.5 (Intermediate High Density Residential) Zone with the water dedication being completed.



ORDINANCE NO. 12-14-10.13

**AN ORDINANCE APPROVING ZONE DISTRICT DESIGNATION AMENDMENT
AND ZONING DISTRICT MAP AMENDMENT FOR L&T CONSTRUCTION**

WHEREAS, L & T CONSTRUCTION, owner of approximately 10.7 acres located at about 350 South 600 East and further described by the legal description attached as Exhibit “A”, has applied for an amendment to the Zone District Designation and Zoning District Map; and

WHEREAS, the current zone designation of the property is C(Commercial) and said applicants seek to have said parcel designated as R-2.5 (Intermediate High Density Residential ; and

WHEREAS, the request for a Zone District Map Amendment is in compliance with the Lehi City General Plan Land Use Map adopted by the Lehi City Council on May 12, 2009; and

WHEREAS, the Lehi City Planning Commission has received input through a Public Hearing before the Planning Commission on November 18, 2010, after appropriate notice as required by State Law; and

WHEREAS, the Lehi City Council has received the Planning Commission’s recommendation as well as input through a Public Hearing before the City Council on December 14, 2010, after appropriate notice as required by State Law.

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

Section 1. The Zone District Designation of the property owned by L & T CONSTRUCTION is hereby amended from C to R-2.5 and the Zoning District Map is amended to designate said property, in its entirety, as R-2.5(Intermediate High Density Residential).

Section 2. This ordinance shall take effect immediately after passage by the City Council and subsequent publication as required by law. However, this ordinance shall not be published and take effect until the water dedication requirement has been met as required in Sec. 27.070 of the Lehi City Development Code.

PASSED AND ORDERED POSTED by the Lehi City Council this 14th day of December, 2010.

ATTEST

BERT WILSON, Mayor

Marilyn Banasky, City Recorder

EXHIBIT "A"

Survey Description

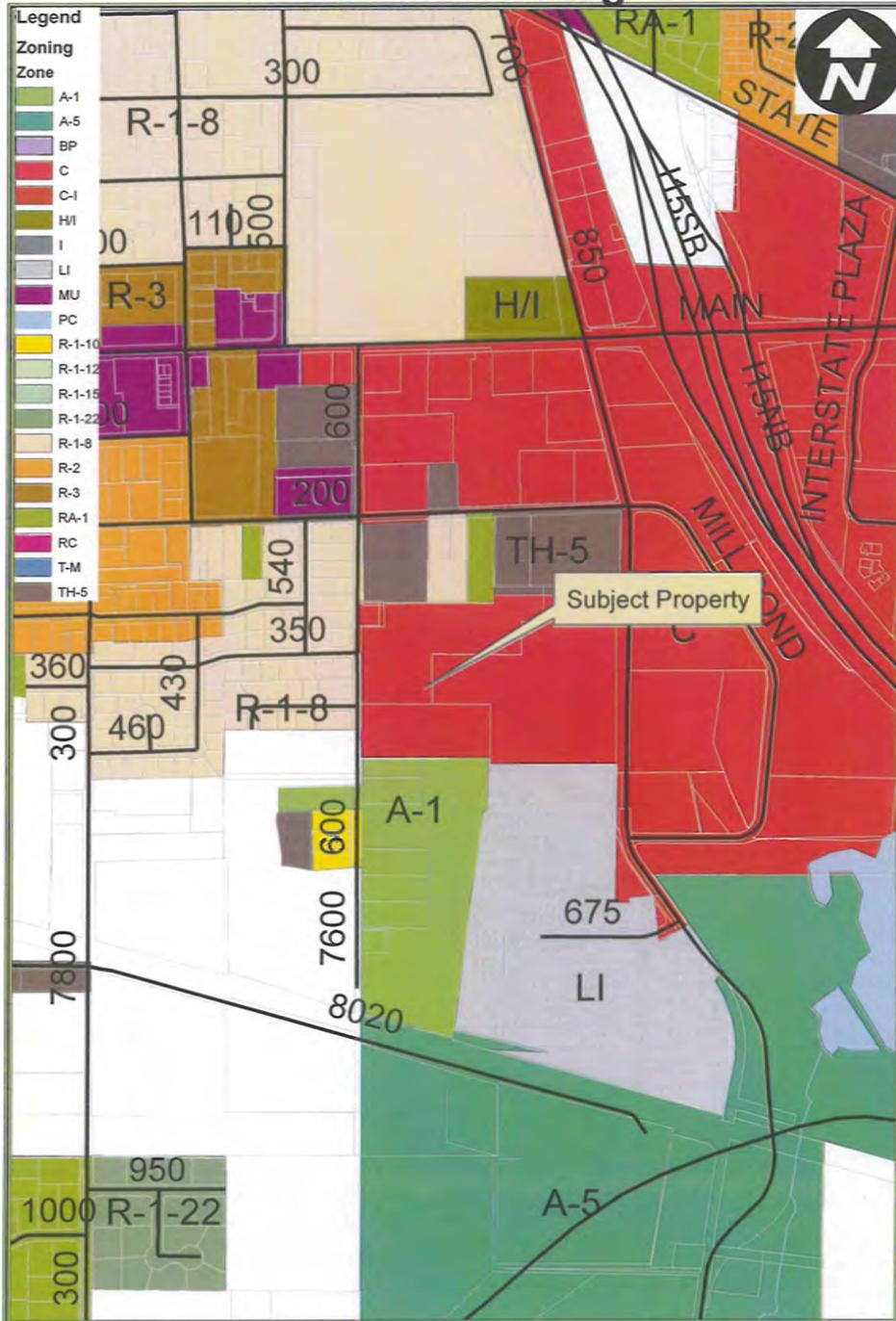
Commencing at a point located North 00°23'09" East along the Section line 177.44 feet and West 1373.68 feet from the found East quarter corner of Section 16, Township 5 South, Range 1 East, Salt Lake Base and Meridian; thence South 00°09'31" West 892.10 feet; thence North 89°25'20" West along a fence line 616.28 feet; thence North 00°02'08" East partially along a fence line 28.66 feet; thence North 89°39'06" West partially along a fence line 633.17 feet; thence North 00°00'24" West 653.59 feet; thence South 89°46'37" East 112.67 feet; thence North 01°34'25" West 114.74 feet; thence North 89°54'35" East along a fence line 398.48 feet; thence South 89°30'20" East along a Boundary Line Agreement Entry # 17766, 136.87 feet; thence North 00°37'32" East partially along said Boundary Line Agreement 81.32 feet; thence North 89°32'58" East partially along a fence line 606.20 feet to the point of beginning.

Area: 1,021,274 Sq Ft or 23.45 Ac.

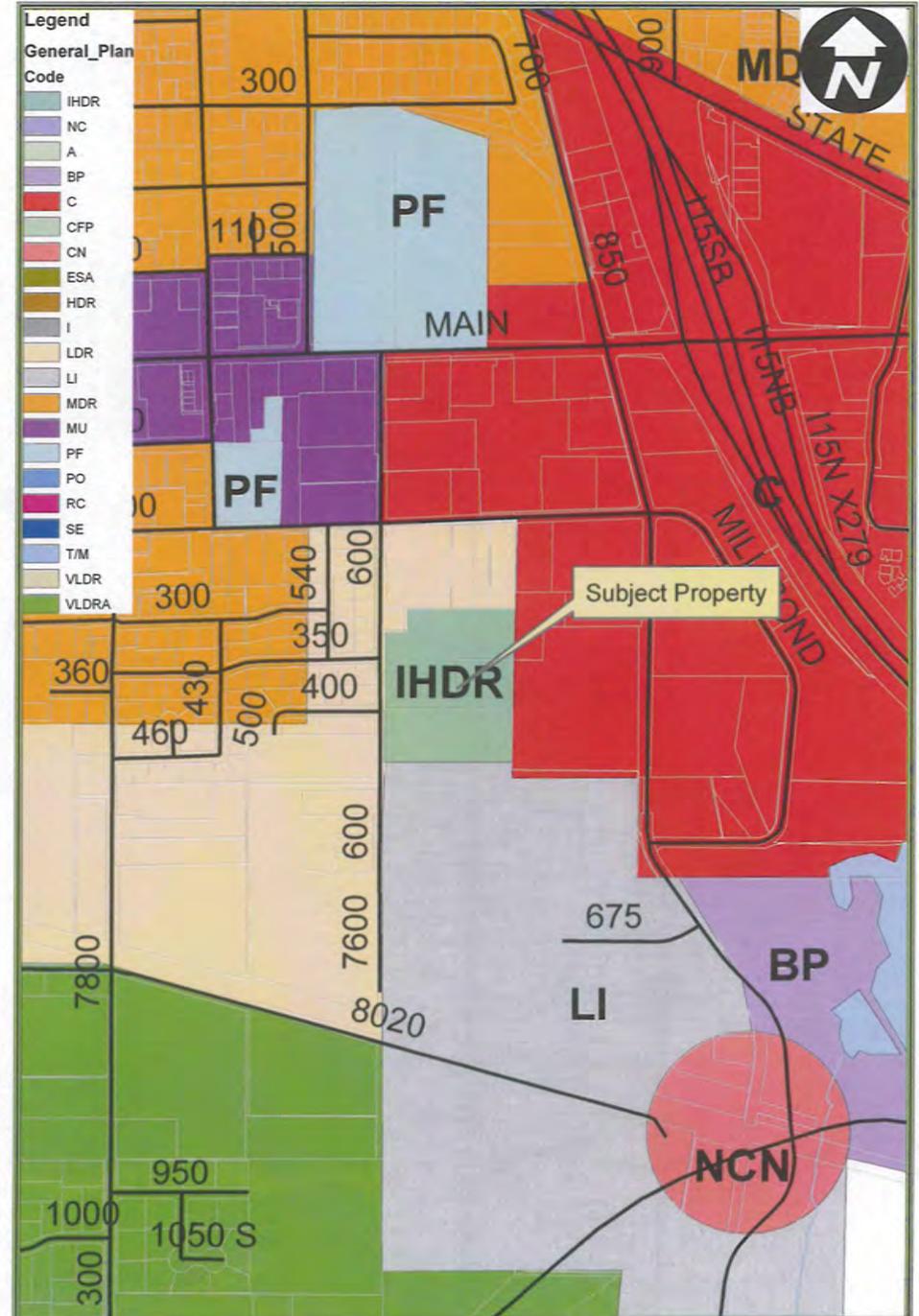


Broadmoore Park PUD Zone Change from Commercial to R-2.5

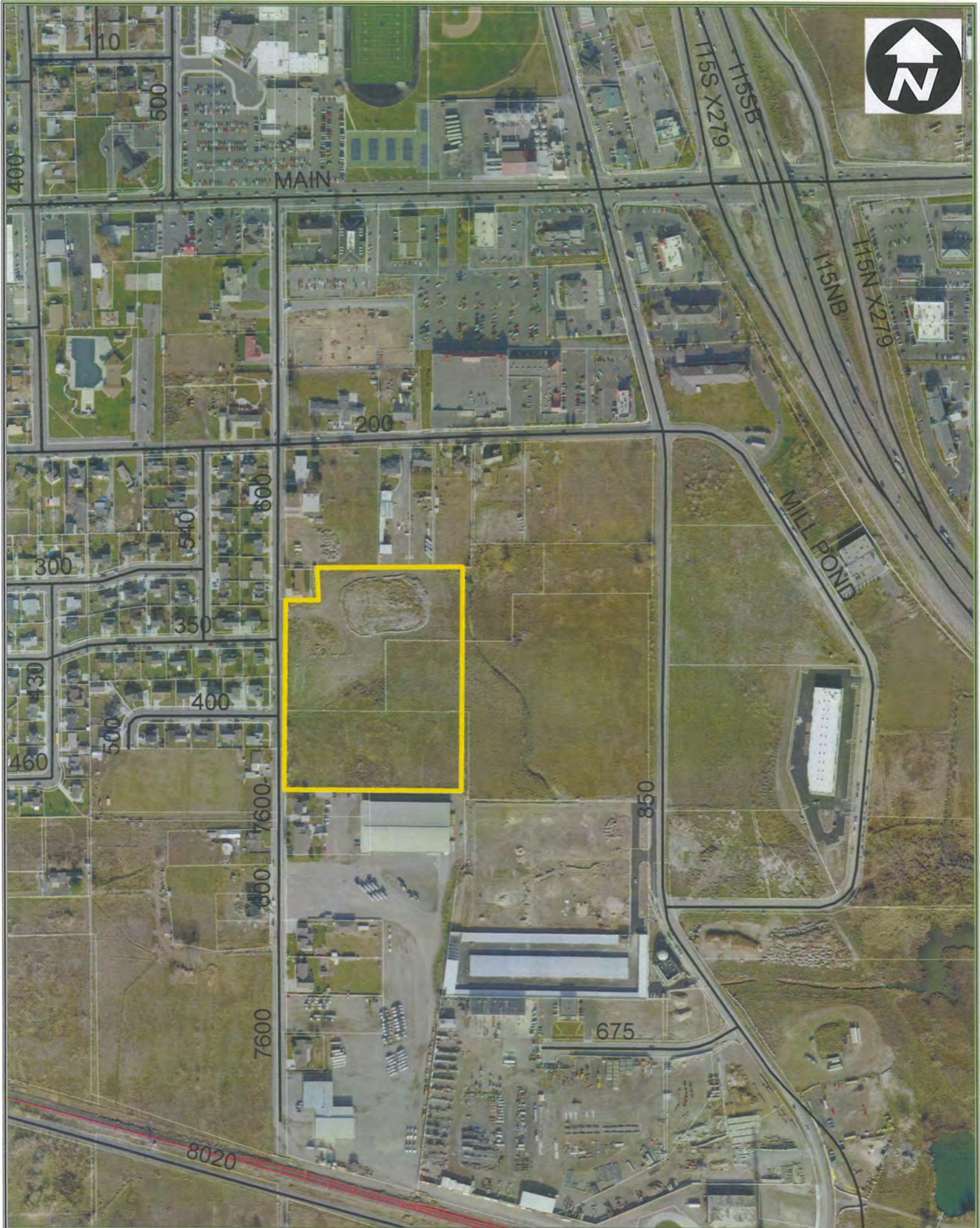
Current Zoning



Current General Plan



Broadmoore Park PUD Zone Change and Preliminary Plat



LEHI CITY
CITY COUNCIL AGENDA
December 14, 2010

AGENDA ITEM: 5

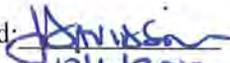
- SUBJECT:**
- a. Hold public hearing on L&T Construction's request for Preliminary Subdivision approval for Broadmoor Park PUD, a 75-lot residential development located at approximately 350 South 600 East in a proposed R-2.5 (Intermediate High Density Residential) zone.
 - b. Consideration of L&T Construction's request for Preliminary Subdivision approval for Broadmoor Park PUD, a 75-lot residential development located at approximately 350 South 600 East in a proposed R-2.5 (Intermediate High Density Residential) zone

PETITIONER: L & T Construction

ACTION REQUESTED BY PETITIONER: Hold public hearing and approve preliminary subdivision for Broadmoor Park PUD

INFORMATION: [Executive Summary](#)
[Map](#)
[Broadmoor Park Project Summary](#)
[Plat/plans](#)

[BACK TO AGENDA](#)

Approved: 
Date: 12/6/2010

ISSUE

L&T Construction – Requests Preliminary Subdivision approval for Broadmoor Park PUD, a 75-lot residential development located at approximately 350 South 600 East in a proposed R-2.5 (Intermediate High Density Residential) zone.

BACKGROUND

Surrounding Zoning and Land Uses:

Adjacent Zoning and Land Use:	<i>North:</i>	TH-5, R-1-8, RA-1	Single family residential
	<i>East:</i>	C	Vacant/undeveloped
	<i>South:</i>	A-1	Peck trucking warehouse and single family residential
	<i>West:</i>	R-1-8	Single family residential

The proposed project consists of 75 single-family homes. The entire project will have “craftsman style” architecture with many different floor plans and elevations, arranged along a private street. There is a large park area in the center of the project, with amenities including a basketball court, walking paths, and clubhouse. The private streets and open space will be owned and maintained by an HOA. Front yard landscaping will be provided by the developer

This subdivision will also be required to meet the architectural requirements of the PUD ordinance. The applicant has provided sample building elevations to give the City an idea of the proposed architecture. All units are a minimum of 1200 finished square feet, but will average between 1700 – 2400, with an attached 2-car garage.

RECOMMENDATION

The DRC reviewed this proposed Zone Change on July 21, 2010 and made the following comment:

1. On the building elevations, the applicant needs to address the following requirements from the PUD chapter of the Development Code (Chapter 17):
 - Attention should be paid to corner lots. At least one home plan per neighborhood shall be designed specifically for corner home sites. This home plan is required to include wrap-around architecture to provide visual interest on both the front and corner side yard of the home, and the ability to turn the garage for side entry. An example would be continuing a full-wrap of material accent onto the side façade, adding a wraparound porch, or facing the home on a diagonal towards the intersection.
 - The home and front yard rather than the garage shall be the primary emphasis of the front elevation. The City encourages house plans where the garage does not extend forward of the main architecture of the home, and also encourages the use of side load/swing-in type garages.
2. Staff suggests the following to minimize the emphasis on the garages:
 - Use shared driveways that will allow swing in garages on some of the lots.
 - Use decorative garage doors (ie. wood or simulated wood, etc.) with valance windows.
 - Use arched garage door entries on some of the units.
 - Use attached trellis beneath the garage roof fascia and above garage door header trims.
3. In the CC&Rs or on the recorded plat, show that the association will maintain landscaping on any landscaped area within the public right-of-way

4. On the entry island detail, show the location of the island, the radius of the nose and the length.
5. Sheet C3 of the utility plan, show a driveway plan so the location of services can be determined

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. 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.
3. At the time of final submittal, show the phasing on the landscape areas with the service locations
4. At the final plat phasing, any road over 150 feet will require a temporary turn around Sheet C6 – on the 600 East cross section, the developer can modestly adjust the sidewalk elevation in comparison with the curb and gutter
5. At final submittal, provide plant tabulations, irrigation plan and show a rain sensor on the irrigation controller
6. Determine if individual lot landscape will be bonded with building permits
7. For final, label the storm drains as public that are intended to be and add a note that the public streets are PUEs
8. Resolve boundary issue with Mini Creek
9. According to Section 17.040 item K, the City can impose the setback requirements of the adjacent residential or agricultural zones to ensure the project is compatible with the adjacent homes. However, staff does not feel that this is necessary for this project. In checking with the City Attorney, item M of that same section gives the Planning Commission and City Council enough discretion to apply (or in this case not apply) any standards and conditions necessary to insure that the PUD will be compatible with adjoining or nearby uses.
10. For final, reference the 2009 Design Standards in all applicable notes
11. At final, add a note that there will be no floor slabs below existing grade unless a foundation drain system is installed
12. On the final plat, show the private park as dedicated to the HOA
13. Recommend using reverse slope curb and gutter on the entry island
14. For final, on the landscape plan, concrete path off the east side, show the grass treatment and re-evaluate the location of the BBQ pits and tot-lot
15. Suggest adding landscaping to the entry feature

The Planning Commission reviewed the proposed Zone Change November 18, 2010 and made the following recommendation:

Ed James moved to recommend approval of L & T Construction's request for Preliminary Subdivision review and recommendation for Broadmoor Park PUD, a 75-lot residential development located at approximately 350 South 600 East in a proposed R-2.5 zone with DRC comments. Second by Marilyn Schiess. Motion carried 5-1 with Kordel Braley opposed.

The suggested motion if approved would be to grant Preliminary Subdivision approval to include the DRC comments and the Planning Commission recommendation.

Broadmoor Park Project Summary

Broadmoor Park is being presented as 75 single family units on over 10.73 acres of ground located at approximately 400 South between 600 and 800 East. The proposed zone would be the R-2.5 zone. It has become very apparent that the current market conditions dictate an appetite for affordable single family homes. Young and old folks are demanding a private yard and separation from neighbors.

The following are bullet points of Broadmoor Park:

- Home Size
 - R-2.5 Zone – Home size shall be no less than 1,200 finished square feet. Developer is proposing homes ranging from 1,700 – 2,400 square feet. It is anticipated that most homes will be two stories.
- Exterior Materials
 - Exterior material types – Exteriors shall be limited to brick, stone, hard board siding or stucco. A minimum of 50% of the homes constructed on the project shall include a brick and/or stone architectural element on a portion of the front elevation of the home.
- Home Plotting Restriction
 - Home plotting criteria – no identical home (i.e. the same floor plan and exterior elevation) shall be plotted within 200 feet of each other. Exterior color schemes – no exterior color schemes may be plotted next to a home with the same scheme.
 - A schematic of homes will be on the final plat showing drive approaches / utility crossing to allow utilities / livability.
- Home Design Elements
 - Garages – each home will have a minimum two (2) car garage.
 - Exterior Elevation – a minimum of three (3) exterior elevations per plan shall be provided. Variation in window, roof design, exterior relief, and window treatments will be provided.
 - Roof Pitch – a minimum roof pitch of 6:12 will be constructed.
- Subdivision Facts
 - Each home will have full front yard landscaping provided by developer. (See CC&R's, section 10.10)
 - Open space to include a smaller area of 10,750 square feet with a tot lot and larger open space area of 32,240 square feet with basketball court and Club house area.
 - Each yard will be fenced for the privacy and livability for all.
 - Restrictive CC&R's will be recorded and enforced.
 - Restrictive use of R.V., boat, trailer, etc parking (See CC&R's, section 6.03)

BROADMORE VILLAGE

The Developers, L&T Construction, wish to create an attractive, reasonably affordable single family development that includes a variety of floor plans, amenities, open space, attractive landscaping and professional maintenance.

The seventy five proposed units will be a mix of single and two story "craftsman style" frame homes of approximately 2000 square feet. The exteriors will be a combination of stucco and stone with maintenance free soffits, fascia and doors. All units will have an attached two car garage and driveway capable of parking two vehicles. Street parking will be limited to one side of the street and will be red curbed under the direction of the city engineer.

The units will be arranged along a private street designed to calm traffic and reduce speeds. A side walk is provided to encourage walking and to limit neighborhood traffic. All units are located as not to back traffic directly on to city streets. The project will be fenced on three sides with a low maintenance vinyl fence; in addition a landscape buffer along 600 East has been provided and will be fenced with a combination of pillars and rails.

Centered in the project is a large park area with amenities such as a basket ball court, walking path and clubhouse. The club house will be single story structure of 1100 square feet and will include a restroom, kitchen, and a multipurpose gathering room. The exterior of the club house will mirror the architecture of the residential units and will be finished with stucco and stone. At the south east corner of the project is a second play area of about 12,000 square feet that will be designed to accommodate younger children. The two park areas will be connected by the walking trail. Centered at the east boundary of the project will be a pedestrian access connecting the project with future commercial to the east.

The project will be controlled by strict CC&R's and a Homeowners Association that will regulate use of common areas, outside maintenance of residences, the club house and manage a fund for future capital improvements. Landscaping for the homes (front and back) will be installed by the developer and maintained under the direction of the association.

The target market for the units is quite broad, ranging from entry level buyers, second time buyers, middle age singles, and retirement age tenants.



BROADMORE VILLAGE
LIST OF AMMENITIES

Detached single family structures
Architecturally compatible exteriors
Two car garage for each living unit
Exteriors finished with maintenance free materials
 Stucco and stone
 Soffits fascia and doors
Two car driveway
Traffic calming private streets
Sidewalks
Trail
Two open space park areas
Separate play area for toddlers
Basketball court
Clubhouse
 Restrooms
 Kitchen
 Meeting room
Picnic areas
All landscaping installed by developer
Automatic sprinkling systems managed by HOA
Homeowners Association
Strict CCR's

BROADMORE VILLAGE
JUSTIFICATION FOR PUD FORMAT

Beginning in the fall of 2007 the developers met with neighbors of the subject property to find an acceptable development plan for the subject property. Subsequently a new medium density classification was added to the master plan and a concept plan with attached units was approved by the City Council in 2008. With the change in the economy the developers have reviewed their plan and now feel single family dwellings in a PUD format would be more appropriate for development.

The Developers, L&T Construction, wish to create an attractive, reasonably affordable single family development that includes a variety of floor plans, amenities, open space, attractive landscaping and professional maintenance. The PUD format will allow the flexibility in design and tools necessary to bring this development to fruition.

The proposed development will be located at 350 South 600 East, buffering an existing single family neighborhood to the west from proposed commercial development to the east.

The development will consist of seventy five units, a mix of single and two story "craftsman style" frame homes of approximately 2000 square feet. The exteriors will be a combination of stucco and stone with maintenance free soffits, fascia and doors. All units will have an attached two car garage and driveway capable of parking two vehicles.

The units will be arranged along a private street designed to calm traffic and reduce speeds. A side walk is provided to encourage walking and to limit neighborhood traffic. All units are located as not to back traffic directly on to city streets. Street parking will be limited to one side of the street and will be red curbed under the direction of the city engineer. The project will be fenced on three sides with a low maintenance vinyl fence; in addition a landscape buffer along 600 East has been provided and will be fenced with a combination of pillars and rails.

Centered in the project is a large park area with amenities such as a basket ball court, walking path and clubhouse. The club house will be single story structure of 1100 square feet and will include a restroom, kitchen, and a multipurpose gathering room. The exterior of the club house will mirror the architecture of the residential units and will be finished with stucco and stone. At the south east corner of the project is a second play area of about 12,000 square feet that will be designed to accommodate younger children. The two park areas will be connected by the walking trail. Centered at the east boundary of the project will be a pedestrian access connecting the project with future commercial to the east.

The project will be controlled by strict CC&R's and a Homeowners Association that will regulate use of common areas, outside maintenance of residences, the club house and manage a fund for future capital improvements. Landscaping for the homes (front and back) will be installed by the developer and maintained under the direction of the association. Use of the PUD format will allow the developers to:

- Allow comfortable housing options for a wide group of city residents
- Allow good design to utilize the property better and adjust to natural conditions
- Maintain a consistency of design,
- Improve affordability,
- Cluster to allow for useable open space and to control the maintenance of all open spaces
- Promote home ownership

Broadmoor Park

Lehi City
Utah



Phase 1 = 2.88 Acres
Includes all improvements along 600 East Street, landscaping of open space area along 600 East Street.

Phase 2 = 1.89 Acres
Includes the Clubhouse and open space improvements.

Phase 3 = 2.11 Acres
Includes the on-site sewer main to 850 East Street, landscaping of open space area in the Southeast corner of the subdivision.

Phase 4 = 1.25 Acres

Phase 5 = 2.60 Acres

Drylie
Headfield
Gillman
Potterson

Preliminary Phasing Map

Lehi City Utah

DUDLEY AND ASSOCIATES
ENGINEERS PLANNERS SURVEYORS
353 EAST 1200 SOUTH, OREM, UTAH
801-224-1252



Revisions	

Date	6-10-2010
Scale	1" = 60'
By	
TD	
Tracing No.	1-13192

Sheet No.
C-4

When Recorded, Mail To:
Daniel K. Watkins
BEARNSON & PECK, L.C.
399 N. Main
Suite 300, Third Floor
Logan, Utah 84321
(435) 787-9700

**DECLARATION OF PROTECTIVE EASEMENTS,
COVENANTS, CONDITIONS AND RESTRICTIONS**

OF

BROADMOOR PARK

A Planned Residential Community

THIS DECLARATION OF PROTECTIVE EASEMENTS, COVENANTS, CONDITIONS AND RESTRICTIONS (this "Declaration") is made this ___ day of October, 2010, by, L & T CONSTRUCTION, INC., a Utah corporation ("Declarant"), in its capacity as the owner and developer of Broadmoor Park, a development in Utah County, Utah.

RECITALS

- A. Declarant is the record title owner of the following described parcel of land, referred to hereinafter as the "Land", which is located in Utah County, State of Utah, as more particularly described on Exhibit "A" hereto.
- B. Declarant intends to subdivide and improve the Land as shown more specifically on the Map (as defined below);
- C. Declarant shall execute and record the Map in the office of the Utah County Recorder concurrently with the recording of this Declaration;
- D. Declarant, by recording this Declaration and the Record of Survey Map as required by statute, intends to submit the Land, buildings and other improvements presently existing or to be constructed upon the Land to the mutually beneficial covenants, conditions and restrictions pursuant to a general plan of improvement for the benefit of all Lots and Units in the Project as well as the Owners thereof;
- E. The administration of the Project shall be governed by this Declaration, and the Articles of Incorporation and Bylaws of the Association as from time to time in effect;

NOW, THEREFORE, pursuant to the foregoing, Declarant hereby makes the following Declaration:

ARTICLE I
PURPOSE AND EFFECTUATION

1.01 Purpose. The purpose of this instrument is to provide for the preservation of the values of both Lots and Common Areas within Broadmoor Park, a development in Utah County, Utah, (the "Development"), and for the maintenance of any private roads, driveways, open spaces, landscaping, and all other Common Areas therein.

1.02 Effectiveness. From and after the effective date hereof: (a) Each part of the Development and each Lot and Unit lying within the boundaries of the Development shall constitute but constituent parts of a single development; (b) The Development shall consist of the Lots and of the Common Areas which are described and depicted on the Plat, together with such additional Lots and Common Areas as may come into existence pursuant to the provisions hereof relating to annexation or expansion of the Development; (c) The Declaration for the Development shall consist of this document as the same may be modified, amended, supplemented, or expanded in accordance with the provisions hereof; and (d) The initial Plat of the Development shall consist of the instrument identified as Broadmoor Park Final Plat, Utah County, Utah, and thereafter recorded concurrently herewith in the Public Records as the same may thereafter be amended.

ARTICLE II
DEFINITIONS

When used in this Declaration each of the following terms shall have the meaning indicated:

2.01 "Articles" shall mean and refer to the Articles of Incorporation of the Association, which are or shall be filed in the Office of the Division of Corporations and Commercial Code, State of Utah, as amended from time to time.

2.02 "Assessment" shall mean the charge which is to be levied and assessed against each Owner and the Owner's Lot and Unit for Association expenses as set forth herein.

2.03 "Association" shall mean Broadmoor Park Homeowners Association, a Utah nonprofit corporation, to be established, its successors and assigns.

2.04 "Board" or "Board of Directors" shall mean the Board of Directors of the Association.

2.05 "Bylaws" shall mean and refer to the Bylaws of the Association.

2.06 "Common Areas" shall mean all portions of the Development except the Lots and Units, and shall include all property to be owned by the Association for the common use and enjoyment of the Owners such as all private undedicated roadways, clubhouses, open spaces,

landscaping, structural common areas, if any, and the like, together with all easements appurtenant thereto, as may be reflected herein or on the Plat.

2.07 “Declarant” shall mean L & T Construction, Inc., a Utah corporation, its successors and assigns, if any, as developers of the Development.

2.08 “Declaration” shall mean this Declaration of Protective Easements, Covenants, Conditions and Restrictions as the same may be supplemented or amended from time to time.

2.09 “Development” shall mean the Broadmoor Park development as it exists at any given time.

2.10 “Lot” shall mean and refer to any of the separately numbered, individually described lots within the Development as designated on the Plat and intended for single family residential use, unless indicated otherwise on the Plat.

2.11 “Managing Agent” shall mean any person or entity appointed or employed as Managing Agent by the Association.

2.12 “Mortgage” shall mean any recorded first mortgage or first deed of trust encumbering a Lot; and Mortgagee shall mean the mortgagee or beneficiary named in a Mortgage.

2.13 “Owner” shall mean any person who is the owner of record (as reflected by the Public Records) of a fee or undivided fee interest in any Lot, and any contract purchaser of any Lot. Notwithstanding any applicable theory relating to mortgages, no Mortgagee nor any trustee or beneficiary of a deed of trust or trust deed shall be an owner of a Lot unless such party acquires fee title thereto pursuant to foreclosure or sale or conveyance in lieu thereof. Declarant shall be an Owner with respect to each Lot owned by it. Multiple owners of a particular Lot shall be jointly and severally liable as to all responsibilities of an Owner.

2.14 “Plat” shall mean the recorded plat map for Broadmoor Park Final Plat, recorded contemporaneously with this Declaration, and any supplemental maps pertaining to the Development and recorded or to be recorded in the office of the County Recorder of Utah County, State of Utah.

2.15 “Property” shall mean all land covered by this Declaration, including Common Areas and Lots. The Property shall consist of the land described on Exhibit “A”, attached hereto.

2.16 “Project” shall mean the Broadmoor Park project.

2.17 “Public Records” shall mean the Office of the Utah County Recorder.

2.18 “Special Assessment” shall mean a charge against a particular Owner or his Lot for the purpose of reimbursing the Association for costs incurred in bringing the Owner or his Lot or Unit into compliance with the provisions of this Declaration, the Articles, Bylaws or

Rules and Regulations of the Association, or any other charge designated as a Special Assessment in this Declaration, the Articles, Bylaws or Rules and Regulations of the Association, together with costs, interest, attorney's fees and other charges payable by such Owner pursuant to the provisions of this Declaration.

2.19 "Rules and Regulations" shall mean and refer to those Rules and Regulations authorized, adopted and promulgated to the Owners from time to time by the Board.

2.20 "Total Votes of the Association" shall mean the total number of votes allocated to the Owners pursuant to Section 7.04 of this Declaration.

2.21 "Unit" shall mean an attached structure which is designed, constructed and intended for use or occupancy as a single family residence on a Lot, including anything located within said Unit.

ARTICLE III PROPERTY DESCRIPTION

3.01 Submission. The Property which initially is and shall be held, transferred, sold, conveyed, and occupied subject to the provisions of this Declaration consists of the real property described on Exhibit "A", attached hereto and made a part hereof.

3.02 Description of Improvements. The improvements included in this Project are now, or will be, located on the Property.

3.03 Legal Status of Units. All Units are residential units that are capable of being independently owned, encumbered, and conveyed.

3.04 Division into Lots. The Development is hereby divided into seventy four (74) Lots, as set forth and described on the Plat, with appurtenant and equal rights and easements of use and enjoyment in and to the Common Areas, as well as appurtenant obligations pertaining to assessments, maintenance, etc., all as set forth in this Declaration.

ARTICLE IV DUTIES AND OBLIGATIONS OF OWNERS

4.01 Maintenance and Repairs. Each Owner shall at his own cost maintain his Lot and any improvements constructed thereon in good condition and repair at all times. In the event of the damage or destruction of any Unit, the Owner of the Lot on which such Unit is situated shall either rebuild the same within a reasonable time or shall raze the remains thereof so as to prevent the unsightly appearance and dangerous condition of a partially destroyed building in the Development. The painting or repainting, remodeling, rebuilding or modification of any Unit exteriors or parts thereof must first be submitted to and approved by the Design Review Committee pursuant to its procedures. No Owner of any Lot in the Development shall openly or wantonly neglect or fail to do everything possible to keep his Lot and Unit in good and attractive condition and repair at all times. Should the Design Review Committee determine that an Owner

has failed to maintain its Lot, and after giving the Owner thirty (30) days written notice to correct the problem, the Design Review Committee may order that the necessary work be done at the Owner's expense.

4.02 Owners Insurance. Notwithstanding any insurance coverage required to be provided herein by the Association, each Unit Owner shall be responsible to procure and maintain in force at his own cost hazard insurance on his Unit and personal contents and such liability coverage as may be customary in projects such as the Development and which is consistent with each Owner's individual circumstances.

4.03 Assessments and Rules Observance. Each Owner shall be responsible for the prompt payment of any Assessments provided for in this Declaration and for the observance of the Rules and Regulations promulgated by the Association from time to time pursuant to the Bylaws.

4.04 Transfer of Interests. Except for obligations already accrued, an Owner who, for other than purposes of security, transfers all of his interests in his Lot to another, either voluntarily or by operation of law, shall be relieved of all obligations under this Declaration following such transfer.

ARTICLE V

PROPERTY RIGHTS AND CONVEYANCES

5.01 Easement Concerning Common Areas. Each Lot shall have appurtenant thereto a nonexclusive right and easement of use and enjoyment in and to the Common Areas for their intended purposes. Such right and easement shall be appurtenant to and shall pass with title to each Lot and shall in no event be separated therefrom.

5.02 Form of Conveyancing; Leases. Any deed, lease, mortgage, deed of trust, purchase contract or other instrument conveying or encumbering title to a Lot shall describe the interest or estate involved substantially as follows:

Lot No. _____ as identified in the Plat recorded in the office of the Utah County Recorder as Entry _____, Map Filing No. _____ contained within Plat _____ of Broadmoor Park, Utah County, Utah, SUBJECT TO the Declaration of Protective Easements, Covenants, Conditions and Restrictions of Broadmoor Park, recorded in the office of the Utah County Recorder as Entry _____, Book _____, at Page _____ (as said Declaration may have heretofore been amended or supplemented), TOGETHER WITH a right and easement of use and enjoyment in and to the Common Areas described, and as provided for, in said Declaration of Protective Easements, Covenants, Conditions and Restrictions (as said Declaration may have heretofore been amended or supplemented).

Whether or not the description employed in any such instrument is in the above-specified form, however, all provisions of this Declaration shall be binding upon and shall inure to the benefit of any party who acquires any interest in a Lot.

5.03 Title to Common Areas; Taxes. Concurrent with or as soon as possible following the recordation of this Declaration and the Plat, Declarant shall convey to the Association title to the various Common Areas free and clear of all liens, if possible, other than the lien of current general taxes and the lien of any nondelinquent assessments, charges, or taxes imposed by governmental or quasi-governmental authorities, which, to the extent possible, shall be prorated equally among all of the Lots in the Development and assessed by the applicable governmental authorities to each Owner as opposed to the Association separately. Declarant shall make every effort to release any liens on Common Areas which secure construction financing for the Development, leaving only the Lots as security therefor.

5.04 Limitation on Easement. Each Lot's appurtenant right and easement of use and enjoyment concerning the Common Areas shall be subject to the following:

(a) The right of the Association to govern by reasonable Rules and Regulations the use of the Common Areas so as to provide for the enjoyment of the Common Areas in a manner consistent with the collective rights of all of the Owners;

(b) The right of any governmental or quasi-governmental body having jurisdiction over the Property within the Development to enjoy access and rights of ingress and egress over and across any street or driveway, parking area, walkway, or open area contained within the Common Areas for the purpose of providing police and fire protection and providing any other governmental or municipal service; and

(c) The right of the Association to dedicate or transfer any part of the Common Areas to any public agency or authority for such purposes and subject to such conditions as may be deemed inconsequential and agreed to by the Association; provided that any such dedication or transfer deemed to have major consequences must first be assented to in writing by (i) the Mortgagee of each and every Mortgage that encumbers any Lot and (ii) the Owners of Lots to which at least sixty percent (60%) of the Total Votes of the Association appertain.

5.05 Utility Easements. Each Lot is subject to appurtenant easements for underground lines for utility purposes under and through such portions of the Common Areas as are comprised of roads, walkways and landscaped areas. If any Owner utilizes such easement rights with respect to his Lot or Unit, he shall be responsible for the restoration to its former state of any portion of the Common Areas which may have been disturbed or damaged as a result.

5.06 Reservation. Declarant reserves for itself such easements and rights of ingress and egress over, across, through, and under the Property and any improvements thereon as may be reasonably necessary for Declarant (in a manner that is reasonable and consistent with the provisions of this Declaration) to complete development of each of the Lots and all of the other improvements described in this Declaration or in the Plat. If, under the foregoing reservations, the Property or any improvement on the Property is traversed or partially occupied by a permanent improvement or utility line, a perpetual easement for such improvement or utility line shall exist. With the exception of such perpetual easements, the reservations provided in this

Subsection 5.06 will, unless sooner terminated, expire 10 years after the date on which this Declaration is recorded in the Public Records.

ARTICLE VI
USE RESTRICTIONS

6.01 Use of Common Area. The Common Areas shall be used only in a manner consistent with their community nature and with the use restrictions applicable to Lots and Units set forth herein.

6.02 Residential Use. The Property is zoned residential and is restricted to single family residential use pursuant to applicable provisions of applicable municipal zoning ordinances. Each Lot, Unit and Owner are subject to the uses and restrictions imposed by such zoning, including parking restrictions, and no Lot or Unit shall be used, occupied, or altered in violation of such ordinances or so as to create a nuisance or to interfere with the rights of any other Owner. All Units shall be used for private single family residential purposes. The term "residential" as used herein shall be held and construed to exclude individual room letting or boarding and commercial and professional uses which are not the subject of a permit granted by the applicable municipality pursuant to its then current home occupation ordinance. The term "family" shall mean one of the following groups of individuals, but not more than one at the same time: (1) an individual living alone; (2) two or more people all of whom are related to one designated occupant of the dwelling by blood, marriage, adoption or legal guardianship and their foster children and up to two other unrelated persons who do not pay rent; (3) up to three related or unrelated individuals who live and cook together as a single housekeeping unit; or (4) two unrelated individuals and any children of either of them living as a single housekeeping unit. The definition of "family" includes up to two guests if the guests live and cook together with the family in a single dwelling unit and do not pay rent or give other consideration for the privilege of staying with the family. A guest under this section is defined as a person who stays with a family for a period of less than thirty days within any rolling one year period and does not utilize the dwelling as a legal address for any purpose. For purposes of the definition of "family", the term "related" shall mean a spouse, parent, child, grandparent, grandchild, brother, sister, uncle, aunt, nephew, niece, great-grandparent, and great-grandchild. The term "related" does not include other, more distant relationships such as cousins.

6.03 Prohibited Use and Nuisances. The following uses and practices are specifically prohibited, in addition to any additional prohibitions which may, from time to time, be adopted by the Board in Rules and Regulations pursuant to the Bylaws:

(a) No Unit or any part thereof shall be used or occupied by any persons not coming within the definition of "Family" as such term is defined and intended in Section 6.02, as set forth above.

(b) No lease of any Unit shall be for less than the whole thereof. Leases shall contain a provision that the same are subject to the provisions of this Declaration.

(c) No animals, livestock, or poultry of any kind shall be permitted on any Lot or within any Unit except such domesticated household pets or birds as are allowed pursuant to the Rules and Regulations, including leash laws, adopted by the Board pursuant to the Bylaws. In no circumstance will an owner be permitted to have more than one (1) cat and one (1) dog, and there will be no animals that weigh more than twenty (20) pounds.

(d) Trailers and RVs will only be allowed in the Development provided that they are parked in a garage and that the garage door can close with the trailer or RV inside. No Owner will be allowed to park more than two (2) vehicles on any given Lot. In addition, the Board may establish Rules and Regulations pursuant to the Bylaws further governing parking.

(e) No private outside television or radio aerial or antenna, or other similar device for reception or transmission shall be permitted on any Lot (except the rear patio area) or on the exterior of any Unit except pursuant to written approval of the Committee pursuant to its standards and procedures.

(f) No Owner shall obstruct the Common Areas or any part thereof. No Owner shall store or cause to be stored in the Common Areas any property whatsoever, unless the Board of Directors shall consent thereto in writing.

(g) No Owner shall, without the prior written consent of the Board in each specific instance, make or cause to be made any alteration, addition, removal, or improvement in or to the Common Areas or any part thereof, or do any act that would impair the structural soundness or integrity of the Improvements, or jeopardize the safety of persons or property or impair any easement or hereditament appurtenant to the Project.

(h) No Owner will be allowed to reduce the amount of landscaping that is initially installed on the front and side yards of a Lot without approval by the Board. No Owner will be allowed to increase the amount of the improved parking area on a Lot without approval by the Board.

(i) No inoperative automobiles shall be placed or remain on any lot or adjacent street for more than forty-eight (48) hours. No commercial vehicles, trailers, mobile homes, trucks with over three-quarter ton capacity, boats, campers not on a truck bed, motor homes, buses, tractors, and maintenance or commercial equipment of any kind may be parked or stored on the public streets or in the front yard setback of any lot, except when those vehicles are temporarily parked in such areas while conducting a trade or business. There will be no on-street parking allowed between the hours of 10:30 p.m. and 6:00 a.m.

6.04 Rules and Regulations. Each Owner shall comply strictly with all rules and regulations adopted by the Association for the governance of the Units, the Common Areas, and the Project, as such rules and regulations may be modified, amended, and construed by the Association in the sole discretion of its Board.

6.05 Construction Period Exemption. During the course of actual construction of any permitted structures or improvements within the Project, the provisions, covenants, conditions, and restrictions contained in this Declaration shall be deemed waived to the extent necessary or convenient to permit such construction; provided, however, that during the course of such construction, nothing shall be done which will result in a violation of any said provisions, covenants, conditions, or restrictions upon completion of the construction.

6.06 Declarant's Right to Sell Units. Until Declarant, or any entity designated by the Declarant in a writing delivered to the Association, has completed and sold all of the Units within the Project, the Unit Owners who have purchased Units from Declarant, or Declarant's successor in interest, shall not interfere with the completion of the contemplated improvements and the sale of all remaining Units. Notwithstanding anything to the contrary in this Declaration, Declarant, or any other entity designated by Declarant in a writing delivered to the Association, may make such use of the unsold Units and the Common Areas as may facilitate such completion and sale, including but not limited to, the maintenance of a sales office and models, the showing of the Units, and the display of signs.

6.07 Signs. No signs or other advertising shall be displayed which are visible from the exterior of any Unit, or on the Common Areas, including "For Sale" signs or "For Rent" signs, except in conformity with the Rules and Regulations established by the Board. No Owner will display any sign advertising a Unit as either "For Sale" or "For Rent" for as long as the Declarant, or any entity designated by the Declarant in a writing delivered to the Association, is continuing to market and sell previously unoccupied Units.

ARTICLE VII **THE ASSOCIATION**

7.01 Membership. Each Owner shall be entitled and required to be a Member of the Association. Membership shall begin immediately and automatically upon becoming an Owner and shall terminate immediately and automatically upon ceasing to be an Owner. If title to a Lot is held by more than one person, the Memberships appurtenant to the Lot shall be shared by all such persons in the same proportionate interest and by the same type of tenancy in which title to the Lot is held. An Owner shall be entitled to one Membership for each Lot owned by him. Each Membership shall be appurtenant to the Lot to which it relates and shall be transferred automatically by conveyance of that Lot. Ownership of a Lot within the Project cannot be separated from Membership in the Association appurtenant thereto, and any attempted devise, encumbrance, conveyance, or other disposition, respectively, of the Owner's Membership in the Association and rights appurtenant thereto separate to Lot ownership shall be null and void ab initio. No person or entity other than an Owner may be a Member of the Association, and Membership in the Association may not be transferred except in connection with the transfer of a Lot.

7.02 Board of Directors. Until such time as the responsibility for appointing the Board of Directors of the Association is turned over to the Owners in accordance with this Declaration,

Declarant shall have the exclusive right to appoint and to remove all such directors. This exclusive right shall terminate after the first to occur of the following:

- (a) Eight (8) years from the date on which the first Lot in the Project is conveyed; or
- (b) The date of the sale of sixty seven (67) of the total Lots in the Project.

The termination of the exclusive right shall not, however, affect Declarant's rights, as an Owner, to exercise the votes allocated to Units which Declarant owns.

7.03 Right to Bind Association. Until such time as the responsibility for electing the Board of Directors of the Association is turned over to the Owners in accordance with Section 7.02., the Board of Directors or officers of the Corporation shall not have any authority to enter into any contracts, agreements or leases on behalf of the Association, either directly or indirectly, unless such contracts, agreements or leases may be terminated by the Association at any time without cause or penalty after such transfer of control upon ninety (90) days prior written notice.

7.04 Votes. The number of votes appurtenant to each respective Lot shall be set forth according to the following principles: each Lot will have one (1) vote, and each Lot that is owned at the time of the vote by Declarant shall have three (3) votes. The number of votes appurtenant to the Lots, as set forth in this paragraph, shall have a permanent character and shall not be altered without the unanimous written consent of all Owners expressed in a duly recorded amendment to this Declaration.

7.05 Amplification. The provisions of this Article VII may be amplified by the Articles and Bylaws; provided, however, that no such amplification shall substantially alter or amend any of the rights or obligations of the Owners set forth in this Declaration.

ARTICLES VIII CERTAIN RIGHTS AND OBLIGATIONS OF THE ASSOCIATION AND BOARD OF DIRECTORS

8.01 The Common Areas. The Board of Directors, acting on behalf of the Association and, subject to the rights and duties of the Owners as set forth in the Declaration, shall be responsible for the exclusive management and control of the Common Areas and all improvements thereon, and shall keep the same in good, clean, attractive, safe, and sanitary condition, order, and repair. All goods and services procured by the Board of Directors in performing its responsibilities under this Section shall be paid for with funds from the Common Expense Fund.

8.02 Manager. If desired by the Board of Directors, the Board of Directors shall retain the services of an experienced, professional Manager to manage the Project. Appropriate fidelity bond coverage shall be required for any employee of the Manager who handles funds for the Association. The Board of Directors may by written contract delegate in whole or in part to a

Manager such of the duties, responsibilities, functions, and powers hereunder of the Board of Directors as are delegable under the Act. The services of any Manager retained by the Board of Directors shall be paid for with funds from the Common Expense Fund. Any management agreement or contract providing for services of Declarant for the Project will be terminable by the Board of Directors for cause upon thirty (30) days written notice thereof, and such Agreement may be terminated by either party without cause and without payment of a termination fee on ninety (90) days written notice. The terms of any such agreement may not exceed one year, renewable by agreement of the parties for successive one-year periods.

8.03 Miscellaneous Goods and Services. The Board of Directors may, on behalf of the Association, obtain and pay for the services of such personnel as the Board of Directors shall determine to be necessary or desirable for the proper operation of the Project, whether such personnel are furnished or employed directly by the Association or by any person or entity with whom or which it contracts. The Board of Directors may, on behalf of the Association, obtain and pay for the legal and accounting services necessary or desirable in connection with the operation of the Project or the enforcement of this Declaration.

8.04 Real and Personal Property. The Association may acquire and hold real, personal, and mixed property of all types for the use or benefit of all of the Owners and may dispose of such property by sale or otherwise; provided that any acquisition or disposition of any real, personal or mixed property by the Association wherein the value of such property exceeds \$5,000.00 must be approved by a vote of at least fifty-one percent (51%) of the Total Votes of the Association at a meeting duly called for that purpose. All such property, including and facilities located in the Common Area, shall be paid for out of the Common Expense Fund and all proceeds from the disposition thereof shall be part of such fund.

8.05 Rules and Regulations. The Board of Directors may make reasonable rules and regulations governing the use of the Common Areas, including the use of any club house or other recreational facilities, which rules and regulations shall be consistent with the rights and duties established for any Owner to enforce compliance with such rules and regulations or other obligations of such Owner arising hereunder, or to obtain such damages for noncompliance therewith, as permitted by law. In the event of judicial action, the Association shall be entitled to recover its costs, including reasonable attorney's fees, from the offending Owner.

8.06 Granting Easements. The Board of Directors may, without the vote or consent of the owners or of any other person, grant or create, on such terms as it deems advisable, easements, licenses and rights-of-way over, under, across, and through the Common Areas for utilities, roads, and other purposes reasonably necessary or useful for the property maintenance or operation of the Project.

8.07 Implied Rights. This Association may exercise any right, power, or privilege given to it expressly by this Declaration or by law, and every other right or privilege reasonably implied from the existence of any right or privilege given to it herein or reasonably necessary to effectuate any such right or privilege.

ARTICLE IX
ASSESSMENTS

9.01 Agreement to Pay Assessments. Declarant, for each Lot owned by it within the Project, and for and as the owner of the Project and every part thereof, hereby covenants and each Owner of any Lot by the acceptance of instruments of conveyance and transfer therefor, whether or not it be so expressed in said instruments, shall be deemed to covenant and agree with each other and with the Association to pay to the Association all assessments made by the Association for the purposes provided in this Declaration. Such assessments shall be fixed, established, and collected from time to time as provided in this Article IX. So long as a Lot shall be owned by Declarant and shall remain vacant and not occupied for actual use by Declarant its guest or invitees, whether for compensation or otherwise, the Association may enter into an agreement with Declarant for the payment of such portion of the costs and expenses actually incurred by the Association in the operation of the Project attributable to the existence of such Lot or Lots owned by Declarant in lieu of payment of assessments for Lots sold to parties other than Declarant.

9.02 Annual Assessments. Annual assessments shall be computed and assessed against all Lots in the Project as follows:

(a) Assessments. Annual assessments shall be based upon advance estimates of the Association's cash requirements to provide for maintenance and operation of the Common Area. Such estimated expenses may include, without limitation, the following: the expenses of management; all expenses to maintain the Common Area; legal and accounting fees; any deficit remaining from a previous period; creation or an adequate contingency reserve, major maintenance reserve, and/or sinking fund; creation of an adequate reserve fund for maintenance repairs, and replacement of those Common Areas that must be replaced on a periodic basis, and such reserve shall be funded by monthly payments rather than extraordinary special assessments; and any other expenses and liabilities which may be incurred by the Association for the benefit of all the Owners under or by reason of this Declaration. Such shall constitute the Common Expense, and all funds received from assessments under this Section 9.02 shall be part of the Common Expense Fund.

(b) Apportionment. All assessments shall be fixed at a uniform rate for all Lots, in the same manner that votes are allocated hereunder.

(c) Annual Budget. Annual assessments shall be determined on the basis of a fiscal year beginning January 1 and ending December 31 next following; provided the first fiscal year shall begin on the date of this Declaration. On or before December 15 of each year thereafter, the Board of Directors shall prepare and furnish to each Owner, or cause to be prepared and furnished to each Owner, an operating budget for the upcoming fiscal year. The budget shall itemize the estimated expenses for such fiscal year, anticipated receipts (if any), and any deficit or surplus from the prior operating period. The budget shall serve as the supporting document for the annual assessment for the

upcoming fiscal year and as the major guideline under which the Project shall be operated during such annual period.

(e) Notice and Payment. Except with respect to the first fiscal year, the Board of Directors shall notify each Owner as to the amount of the annual assessment against his Lot on or before December 31 each year for the fiscal year beginning on January 1 next following. Each annual assessment shall be payable in twelve (12) equal monthly installments, one (1) such installment due on the first day of each calendar month during the fiscal year to which the assessment relates; provided, however, the annual assessment for the first fiscal year shall be based upon such portion of the first fiscal year. The Owners shall commence payment of the full monthly assessments against their respective Lots no later than sixty (60) days after the conveyance of the first Lot in the Project or phase. All unpaid installments of any annual assessment shall bear interest at the rate of eighteen percent (18%) per annum from the date each such installment became due until paid. The failure of the Board of Directors to give timely notice of any annual assessment as provided herein shall not be deemed a waiver or modification in any respect of the provisions of this Declaration, or a release of any Owner from the obligation to pay such assessment or any other assessment; but the date when the payment shall become due in such case shall be deferred to a date fifteen (15) days after notice of such assessment shall have been given to the Owner in the manner provided in this Declaration.

(f) Inadequate Funds. In the event that the Common Expense Fund provides inadequate at any time for whatever reason, including non-payment of any Owner's assessment, the Board of Directors may on behalf of the Association levy additional assessments in accordance with the procedure set forth in Section 9.03. below, except that the vote therein specified shall be unnecessary.

9.03 Special Assessments. In addition to annual assessments authorized by this Article, the Board of Directors may, on behalf of the Association, levy, at any time and from time to time, upon affirmative vote of at least fifty-one percent (51%) of the Total Votes of the Association, Special Assessments, payable over such periods as the Board of Directors may determine for the purpose of defraying, in whole or in part, the cost of any or any part thereof, or of any other expenses incurred or to be incurred as provided in this Declaration (including without limitation Common Expenses). This Section shall not be construed as an independent source of authority for the Association to incur expenses, but shall be construed to prescribe the manner of assessing for expenses authorized by other Sections or Articles hereof. Any amounts assessed pursuant hereto shall be assessed to Owners in proportion to their respective undivided interests in the Common Areas. Notice in writing of the amount of each such Special Assessment and the time for payment thereof shall be given promptly to the Owners; no payments shall be due less than thirty (30) days after such notice shall have been given. All unpaid portions of any Special Assessment shall bear interest at the rate of eighteen percent (18%) per annum from the date such portions become due until paid. All funds received from assessments under this Section shall be part of the Common Expense Fund.

9.04 Collection of Assessments. All sums assessed to Owners of any Lot within the Project pursuant to the provisions of this Article IX, together with penalties and interest thereon as provided herein, shall be secured by a lien on such Lot in favor of the Association. To evidence a lien for sums assessed pursuant to this Article IX, the Board of Directors may prepare a written notice of lien setting forth the amount of the assessment, the date due, the amount remaining unpaid, the name of the Owner of the Lot, and a description of the Lot. Such a notice shall be signed and acknowledged by a duly authorized officer of the Association and may be recorded in the office of the County Recorder of Utah County, State of Utah. No notice of lien shall be recorded until there is a delinquency in payment of the assessment. Such lien may be enforced by sale or foreclosure conducted in accordance with the provisions of law applicable to the exercise of powers of sale or foreclosure in deeds of trust or mortgages or in any other manner permitted by law by the Association in the same manner in which mortgages on real property may be foreclosed under the laws of the State of Utah. In any action taken to collect the payment of assessments, the Owner shall be required to pay the costs and expenses of such proceedings (including reasonable attorney's fees) and such costs and expenses shall be secured by any lien recorded by the Association on the Owner's Lot. The Owner shall also be required to pay to the Association any assessments against the Lot which shall become due during the period of enforcement, and all such assessments shall be secured by any lien recorded by the Association on the Owner's Lot. The Board of Directors shall have the right and power in behalf of the Association to bid in at any foreclosure sale, and to hold, lease, mortgage, or convey the subject Lot in the name of the Association.

9.05 Personal Obligation of Owner. The amount of any annual or special assessment against any Lot shall be the personal obligation of the Owner of such Lot to the Association. Suit to recover a money judgment for such personal obligation shall be maintainable by the Association without foreclosing or waiving the lien securing the same. No Owner may avoid or diminish any such personal obligation by waiver of the use and enjoyment of any of the Common Areas or by abandonment of his Lot or by waiving any services or amenities provided for in this Declaration. In the event of any suit to recover a money judgment for unpaid assessments hereunder, the involved Owner shall pay the costs and expenses incurred by the Association in connection therewith, including reasonable attorney's fees.

9.06 Statement of Account. Upon payment of a reasonable fee not to exceed \$25.00 and upon written request of any Owner, Mortgagee, or prospective purchaser of a Lot, the Board of Directors shall issue a written statement setting forth the following: The amount of the unpaid assessments, if any, with respect to such Lot; the amount of the current annual assessment and the date or dates upon which installments thereof become due; credit for advanced payments or prepaid items, including without limitation the Owner's share of prepaid insurance premiums. Such statements shall be conclusive upon the Association in favor of persons who rely thereon in good faith. In the event that the Board of Directors fails upon written request to issue such a written statement, any unpaid assessments with respect to such Lot which became due prior to the written receipt of such written request by the Board of Directors shall become subordinate to a lien held by the person or entity requesting such statement.

9.07 Personal Liability of Purchaser. Subject to the provisions of Section 9.06, a purchaser of a Lot shall be jointly and severally liable with the seller thereof for all unpaid

assessments against such Lot up to the time of the grant or conveyance; provided, however, that the provisions of this Section shall not prejudice the purchaser's right to recover from the seller the amount paid by the purchaser for such assessments.

9.08 Reserves and Working Capital. The Association shall establish the following funds:

(a) Capital Reserve Fund. The Association may establish and maintain an adequate capital reserve fund for the periodic maintenance, repair and replacement of improvements to the Common Areas. The reserve fund shall be maintained out of regular assessments for common expenses. The purpose of the capital reserve fund is to insure that the Association will have cash available to meet unforeseen expenditures, or to pay the cost of periodic anticipated major repairs or improvements due to normal wear and tear to the Common Areas and facilities. Amounts paid into the capital reserve fund are not to be considered adverse payment of any regular assessment. Each budget shall disclose that percentage of the annual assessment which shall be added to the capital reserve fund and each owner shall be deemed to make a capital contribution to the Association equal to such percentage multiplied by each installment of the annual assessment paid by such Owner.

(b) Working Expense Fund. The Association shall also establish and maintain for the initial months of the Project, a working expense fund equal to at least two (2) months' Common Area charges for each Lot. The purposes of this fund are to provide for the normal day-to-day expenses of operating the Association and the Project. Each Lot's share of the working capital fund must be collected and transferred to the Association at the time of the closing of sale of that Lot. The working expense fund must be budgeted for separately and maintained in a segregated account for the use and benefit of the Association. The contribution to the working expense fund for each unsold Lot in a legal phase of the Project shall be paid to the Association within sixty (60) days after the date of conveyance of the first Lot in such legal phase of the Project.

9.09 Amendment of Article. This Article IX shall not be amended unless seventy-five percent (75%) of the Owners of the Lots in the Project consent and agree to such amendment in a duly recorded instrument.

ARTICLE X **DESIGN REVIEW**

10.01 Original Construction. Declarant intends to develop the Lots and construct the Units pursuant to applicable municipal approvals, planning and zoning approvals and permits, development agreements and construction plans and specifications (herein together called "design guidelines"). All original construction by Declarant pursuant to the design guidelines, as they may be amended from time to time, shall be and hereby are approved.

10.02 Design Review Committee. The Board of Directors of the Association shall appoint a three-member Design Review Committee (the "Committee"), the function of which

shall be to ensure that all improvements and landscaping within the Development harmonize with existing surroundings and structures. The Committee need not be composed of Owners. If such a Committee is not appointed, the Board itself, or certain appointed members thereof, shall perform the duties required of the Committee.

10.03 Submission to Committee. No Unit, accessory of or addition to a Unit, or any accessory building shall be constructed or maintained, and no alteration, repainting, or refurbishing of the exterior of any Unit, accessory building, or any part thereof except glass surfaces, shall be performed, unless complete plans and specifications therefor have first been submitted to and approved by the Committee. This provision shall not apply to any Units that are built by the Declarant, or by an assignee of the Declarant.

10.04 Standard. In deciding whether to approve or disapprove plans and specifications submitted to it, the Committee shall use its best judgment to insure that all improvements, construction, landscaping, and alterations on Lots within the Development conform to and harmonize with the design guidelines and with existing surroundings and structures. Any structure hereafter constructed on any Lot in replacement of the structure previously located thereon shall be constructed in substantially the same configuration, location and architectural style and be approximately the same size as the prior structure; and, if the plans and specifications therefor meet such criteria, the Committee must approve the same.

10.05 Approval Procedure. Any plans and specifications submitted to the Committee shall be approved or disapproved by it in writing within 30 days after submission; provided, however, that plans and specifications for any replacement structure to be constructed in substantially the same configuration, location, architectural style and to be of substantially the same size as its predecessor shall be approved or disapproved within 10 days after submission. In the event the Committee fails to take any action within such specified periods, it shall be deemed to have approved the material submitted except in those respects that such material is not in conformity with the provisions of this Declaration, as to which respects it shall be deemed disapproved.

10.06 Construction. Once begun, any improvements, construction, or alterations approved by the Committee shall be diligently prosecuted to completion. If reasonably necessary to enable such improvement, construction, landscaping, or alteration, the person or persons carrying out the same shall be entitled to temporarily use and occupy portions of the Common Areas in the vicinity of the activity provided that they shall promptly restore such areas to their prior condition when the use thereof is no longer required. The Committee shall have the right to stop any construction that does not conform to the approved plans.

10.07 Liability for Damages. Neither the Committee nor any member thereof shall be held liable for damages by reason of any action, inaction, approval, or disapproval taken or given without malice by such member or the Committee with respect to any request made pursuant to this Article X.

10.08 Declarant's Obligation. Declarant hereby covenants in favor of each Owner (a) that all Units to be erected by it and all improvements of the Common Areas to be accomplished

by it in the Development will be architecturally compatible with respect to one another; and (b) that on the date on which this Declaration is recorded in the Public Records, all Lots and Common Areas of the Development will be located approximately in the locations shown on the Plat.

10.09 Design Requirements.

(a) All Units must have a total finished square footage of no less than 1,200 square feet, and no more than 3,000 square feet.

(b) Upon request by the Committee, any new construction may be required to have a front exterior of on the Unit shall be constructed of stone or brick.

(c) All shingles will be asphalt or fiberglass shingles of architectural grade or better.

10.10 Landscaping.

(a) The Committee may establish rules and regulations relating to the maintenance and upkeep of the landscaping in the Development. In the event that rules and regulations are established and in the event that an Owner fails to comply with the rules and regulations after receiving written notice from the Committee of the non-compliance, the Committee shall have the option to bring the Lot into compliance with the rules and regulations. If the Committee chooses to bring a Lot into compliance with the rules and regulations, the Committee will be entitled to recover all amounts expended, including any attorney fees and costs, in bringing the Lot into compliance and in collecting the amount due, from the Owner as provided in Section 9.04 and Section 9.05 of this Declaration.

(b) In no event will an Owner be allowed to reduce the amount of area that is landscaped in the front or side yard of a Lot. This includes a prohibition of increasing the size or any existing driveway or installing an additional driveway that is not a part of the original construction on a Lot.

(c) At any time, and upon an affirmative vote of fifty one percent (51%) of the Total Votes of the Association, the Owners may elect to have the Association take responsibility for the maintenance the landscaping on the front, back and side yards of each Lot. In no event will this include the obligation to water the landscaping, which obligation will always remain with the Owner. The election to take responsibility for the maintenance of all landscaping on the front, back and side yards of each Lot is not permanent in nature and can be reversed by an affirmative vote of fifty one percent (51%) of the Total Votes of the Association

10.11 Fencing. All fencing designs and locations must be approved by the Committee. Once construction of a fence has begun, it must be fully completed within sixty (60) days.

ARTICLE XI
INSURANCE

11.01 Liability Insurance. The Board shall procure and maintain from a company or companies holding a financial rating of Class A or better from Best's Key Rating Guide a policy or policies of public liability insurance to insure the Association, the Board, the Managing Agent and employees of the Association and the Owners against claims for bodily injury and property damage arising out of the conditions of the Common Areas or activities thereon under a Comprehensive General Liability form. Such insurance shall be for such limits as the Board may decide, but not less than those limits customarily carried in connection with properties of comparable character and usage in the county in which the Development is located nor less than \$1,000,000 for personal injury and property damage arising out of a single occurrence, such coverage to include protection against water damage liability, liability for non-owned and hired automobile, liability for the property of others and such other risks as shall customarily be covered with respect to property similar in construction, location and use. The policy shall contain a "Severability of Interest" endorsement which shall preclude the insurer from denying the claim of any Owner because of negligent acts of the Association or other Owners and a cross-liability endorsement pursuant to which the rights of the named insureds as between themselves are not prejudiced. The policy shall provide that the policy may not be canceled or substantially modified by the insurer unless it gives at least 30 days' prior written notice thereof to each insured. Any such coverage procured by the Board shall be without prejudice to the right of the Owners to insure their personal liability for their own benefit at their own expense.

11.02 Additional Insurance; Further General Requirements. The Board may also procure insurance which shall insure the Common Areas and the Association or the Owners and others against such additional risks as the Board may deem advisable. Insurance procured and maintained by the Board shall not require contribution from insurance held by any of the Owners or their Mortgagees. Each policy of insurance obtained by the Board shall, if reasonably possible, provide:

- (a) a waiver of the insurer's right of subrogation against the Association, the Owners and their respective directors, officers, agents, employees, invitees and tenants;
- (b) that it cannot be canceled, suspended or invalidated due to the conduct of any particular Owner or Owners;
- (c) that it cannot be canceled, suspended or invalidated due to the conduct of the Association without a prior written demand that the defect be cured; and
- (d) that any "no other insurance" clause therein shall not apply with respect to insurance maintained individually by any of the Owners.

11.03 Fidelity Coverage. The Association may maintain fidelity coverage to protect against dishonest acts on the part of officers, trustees, managing agents, directors and employees of the Association and all others (including volunteers) who handle, or are responsible for handling, funds of the Association. In that event, such fidelity bonds shall:

- (a) name the Association as an obligee;
- (b) be written in an amount based upon the best business judgment of the Association and shall not be less than the estimated maximum of funds (including reserve funds) in the custody of the Association or the Managing Agent at any given time during the term of each bond, but in no event be less than a sum equal to three months' assessment on all Lots plus reserve funds;
- (c) contain waivers of any defense based upon the exclusion of volunteers or persons who serve without compensation from any definition of "employee" or similar expression; and
- (d) provide that they may not be canceled or substantially modified (including cancellation for nonpayment of premium) without at least 30 days prior written notice to the insured.

11.04 Review of Insurance. The Board shall periodically, and whenever requested by Owners entitled to exercise at least twenty percent (20%) of the Total Votes of the Association, review the adequacy of the Association's insurance program and shall report in writing the conclusions and action taken on such review to the Owner of each Unit and to the holder of any Mortgage on any Lot who shall have requested a copy of such report. Copies of every policy of insurance procured by the Board shall be available for inspection by any Owner and any Mortgagee.

11.05 Unit Owners Policies. Each Unit Owner shall be responsible to purchase and maintain in force appropriate hazard, content and liability insurance as such Owner shall determine what is appropriate to the Owner's needs and circumstances. The Association will not be required to file claims on any of its policies for any damage or liability claim that either should or would have been covered under any Owner's policy.

11.06 Other Insurance Provisions. All insurance required pursuant to this Article XI shall be written by insurers licensed in the State of Utah. Notwithstanding anything in this Article XI to the contrary, any insurance required to be obtained by the Association pursuant to this Article XI shall be required only to the extent that such coverage is reasonably obtainable at reasonable rates and is customarily obtained with respect to improvements or facilities having the same or similar characteristics of the Common Areas or risks being insured.

ARTICLE XII
RIGHTS OF MORTGAGEES

12.01 Title and Mortgage Protection. A breach of any of the covenants, provisions, or requirements of this Declaration shall not result in any forfeiture or reversion of title or of any other interest in a Lot or any other portion of the Property .A breach of any of the covenants, provisions, or requirements of this Declaration shall not defeat, impair, or render invalid the lien of or other rights under any Mortgage. 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 affecting a Lot or any other portion of the Property 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 Declaration (other than those, if any, concerning a consent or approval to be given by a Mortgagee, in the event a Mortgagee's failure to give the same is wrongful). No amendment to this Declaration shall in any way affect the rights of any Mortgagee interested under a Mortgage which is in effect at the time of the amendment concerned or the rights of any successor in interest or title to such Mortgagee, either before or after such Mortgagee or its successor enters into possession or acquires title pursuant to foreclosure, or any arrangement or proceeding in lieu thereof, unless such Mortgagee has consented in writing to such amendment.

12.02 Preservation of Common Area. The Common Areas shall remain substantially of the same character, type and configuration as when such Common Areas became part of the Development. Unless the Association shall receive the prior written approval of (a) all first Mortgagees of Lots and (b) the Owners of all Lots, the Association shall not be entitled by act or omission to abandon, partition, subdivide, encumber, sell, transfer or materially modify the Common Areas, except to grant reasonable easements for utilities and similar or related purposes.

12.03 Notice of Matters Affecting Security. The Association shall give written notice to any Mortgagee of a Lot requesting such notice whenever:

(a) there is any material default by the Owner of the Lot subject to the Mortgage in performance of any obligation under this Declaration or the Articles of the Association which is not cured within 60 days after default occurs; or

(b) damage to the Common Areas from anyone occurrence exceeds \$10,000;
or

(c) there is any condemnation or taking by eminent domain of any material portion of the Common Areas.

12.04 Notice of Meetings. The Board shall give to any Mortgagee of a Lot requesting the same, notice of all meetings of the Association; and such Mortgagee shall have the right to designate in writing a representative to attend any or all such meetings.

12.05 Right to Examine Association Records. Any Mortgagee shall, upon request, have the same right to inspect the books and records of the Association and receive financial statements as the Owner of the Lot securing the Mortgage.

12.06 Right to Pay Taxes and Charges. Mortgagees may, jointly or singly, pay taxes or other charges which are in default and which may have become a charge against any portion of the Common Areas and may pay overdue premiums on insurance policies pertaining to the Common Areas, or secure new insurance coverage pertaining to the Common Areas on the lapse of a policy; and Mortgagees making such payments shall be owed immediate reimbursement therefor from the Association.

12.07 No Priority Accorded. No provision of this Declaration gives or may give a Lot Owner or any other party priority over any rights of Mortgagees pursuant to their respective Mortgages in the case of a distribution to Lot Owners of insurance proceeds or condemnation awards for loss to or taking of Lots and/or the Common Areas.

12.08 Construction. In the event another provision or clause of this Declaration deals with the same subject matter as is dealt with in any provision or clause of this Article IX, the provision or clause which results in the greatest protection and security for a Mortgagee shall control the rights, obligations, or limits of authority, as the case may be, applicable to the Association with respect to the subject concerned.

ARTICLE XIII **MISCELLANEOUS**

13.01 Notices. Any notice required or permitted to be given to any Owner under the provisions of this Declaration shall be deemed to have been properly furnished if delivered or mailed, postage prepaid, to the person named as the Owner at the latest address for such person, as reflected in the records of the Association at the time of delivery or mailing. Any notice required or permitted to be given to the Association may be given by delivering or mailing the same to the Managing Agent or any officer or Trustee of the Association. Any notice required or permitted to be given to the Design Review Committee may be given by delivering or mailing the same to the Managing Agent or the Association or any member of the Design Review Committee.

13.02 Amendment. This Declaration may be amended (as opposed to terminated) by an instrument recorded in the Public Records, which is executed either by Owners who collectively hold at least sixty percent (60%) of the Total Votes of the Association or by the Association which shall certify that the required sixty percent (60%) vote was obtained in a Member meeting or by consent and is so documented in the records of the Association. No amendment to any provision of this Declaration which has the effect of diminishing or impairing any right, power, authority, privilege, protection, or control accorded to Declarant (in its capacity as Declarant), or to a Mortgagee, Owner or the Association shall be accomplished or effective unless the instrument through which such amendment is purported to be accomplished is specifically consented to in writing by Declarant or by such Mortgagee, Owner or the Association, as the case may be.

13.03 Consent in Lieu of Vote. In any case in which this Declaration requires for authorization or approval of a transaction the assent or affirmative vote of a stated percentage or number of votes outstanding in the Association or of the Owners, such requirement may be fully satisfied by obtaining, with or without a meeting, consents in writing to such transaction from Owners entitled to cast at least the stated percentage or number of all membership votes then outstanding in the Association, unless a higher percentage or a greater number is required by law. The following additional provisions shall govern any application of this Section 13.03:

(a) All necessary consents must be obtained prior to the expiration of 90 days after the first consent is given by any Owner;

(b) The total number of votes required for the applicable authorization or approval shall be determined as of the date on which the last consent is signed;

(c) Any change in ownership of a Lot which occurs after a consent has been obtained from the Owner thereof shall not be considered or taken into account for any purpose; and

(d) Unless the consent of all Owners whose memberships are appurtenant to the same Lot are secured, the consent of none of such Owners shall be effective.

13.04 Declarant's Rights Assignable. All or any portion of the rights of Declarant under this Declaration or in any way relating to the Property or the Additional Land may be assigned.

13.05 Interpretation. The captions which precede the Articles and Sections of this Declaration are for convenience only and shall in no way affect the manner in which any provision hereof is construed. Whenever the context so requires, the singular shall include the plural, the plural shall include the singular, and any gender shall include both other genders. The invalidity or unenforceability of any portion of this Declaration shall not affect the validity or enforceability of the remainder hereof, which shall remain in full force and effect. The laws of the State of Utah shall govern the validity, construction and enforcement of this Declaration.

13.06 Condemnation. If at any time or times an insubstantial or minor part of the Common Areas or any part thereof shall be taken or condemned by any authority having the power of eminent domain, all compensation and damages shall be payable to the Association and shall be used by the Association to the extent necessary for restoring or replacing any improvements on the remainder of the Common Areas. In the event of any other taking or condemnation, the interests of the Association, the Owners and Mortgagees shall be as they may appear.

13.07 Covenants to Run with Land. This Declaration and all the provisions hereof shall constitute covenants to run with the land or equitable servitudes, as the case may be, and shall be binding upon and shall inure to the benefit of Declarant, all parties who heretofore acquired or hereafter acquire any interest in a Lot, their respective grantees, transferees, heirs, devisees, personal representatives, successors, and assigns. Each Owner or occupant of a Lot or Unit shall

comply with, and all interests in all Lots or in the Common Areas shall be subject to, the terms of this Declaration and the provisions of any Rules and Regulations, agreements, instruments, and determinations contemplated by this Declaration. By acquiring any interest in a Lot or Unit, the party acquiring such interest consents to, and agrees to be bound by, each and every provision of this Declaration.

13.08 Enforcement of Restrictions. The Association, any Owner or any Mortgagee shall have the right to exercise or seek any remedy at law or in equity to interpret, to enforce compliance with or to obtain redress for violation of this Declaration. The prevailing party in an action for the interpretation of, the enforcement of or to obtain redress for violation of any provisions of this Declaration shall be entitled to collect court costs and reasonable attorney's fees.

13.09 Duration/Termination. This Declaration shall remain in effect until such time as there is recorded in the Public Records, following the approval of the applicable municipalities authorizing such termination, an instrument of termination which is executed by seventy-five percent (75%) of the Total Votes of the Association, plus the Mortgagee of each and every Lot.

13.10 Effective Date. This Declaration, any amendment or supplement hereto, and any amendment or supplement to the Plat shall take effect upon its being filed for record in the Public Records.

EXECUTED by Declarant on the day and year first above written.

L & T CONSTRUCTION, INC., a Utah
corporation

By:
Its:

EXHIBIT A
PROPERTY DESCRIPTION

Broadmoor Park

Lehi, Utah

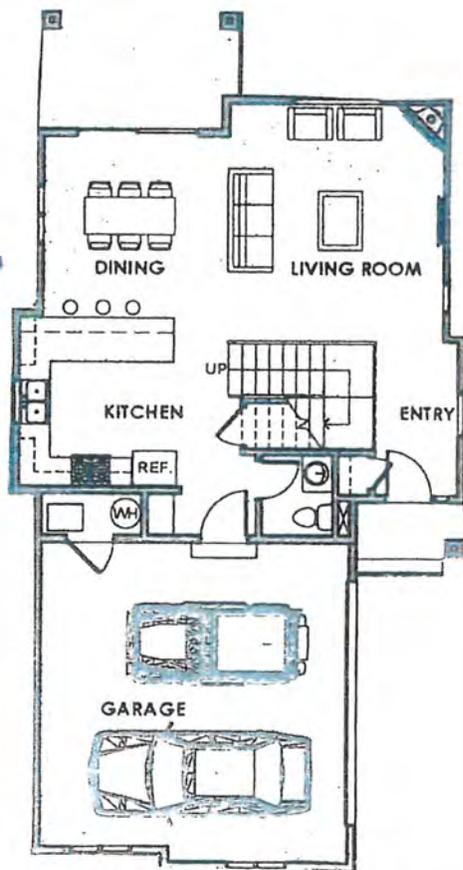


Dudley and Associates, Inc.
Engineers, Planners, Land Surveyors

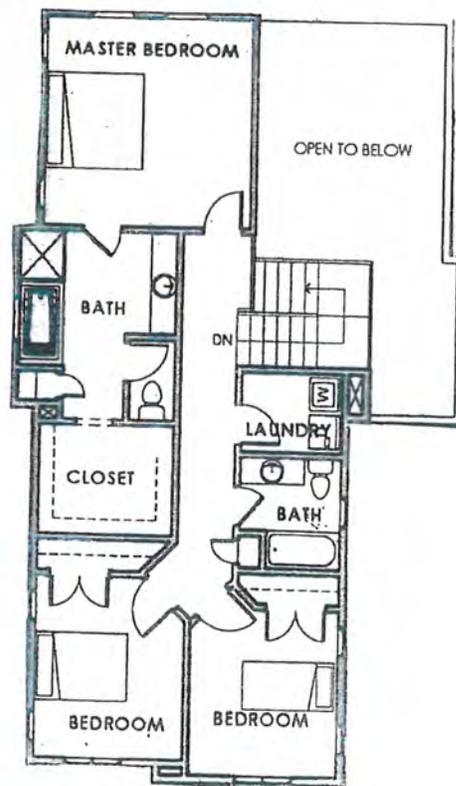
CONCEPT PLAN

PROJECT	
DATE	
SCALE	
BY	
TO	
PROJECT NO.	1-12132

SHEET NO.
C

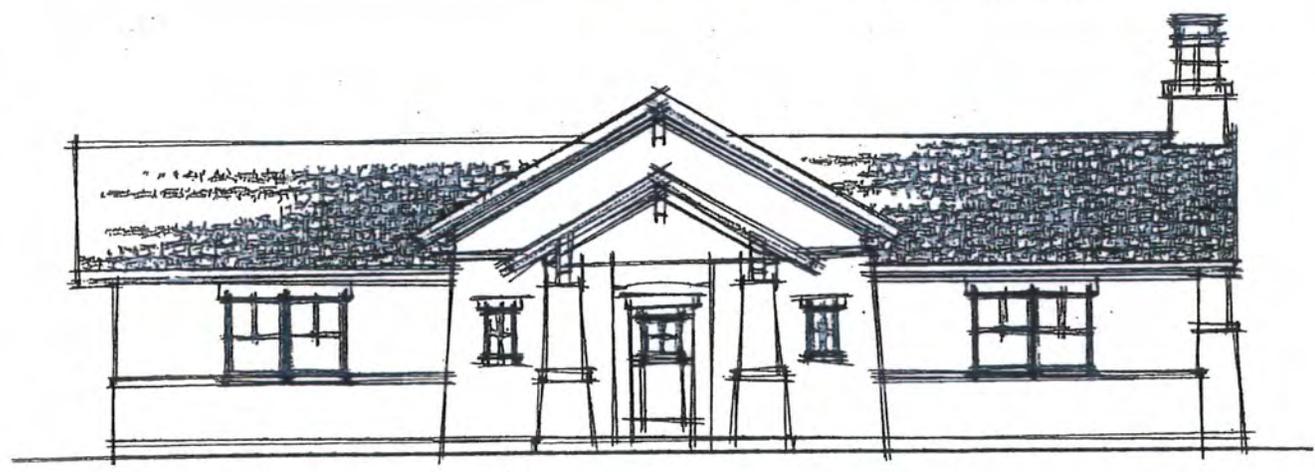


MAIN FLOOR PLAN

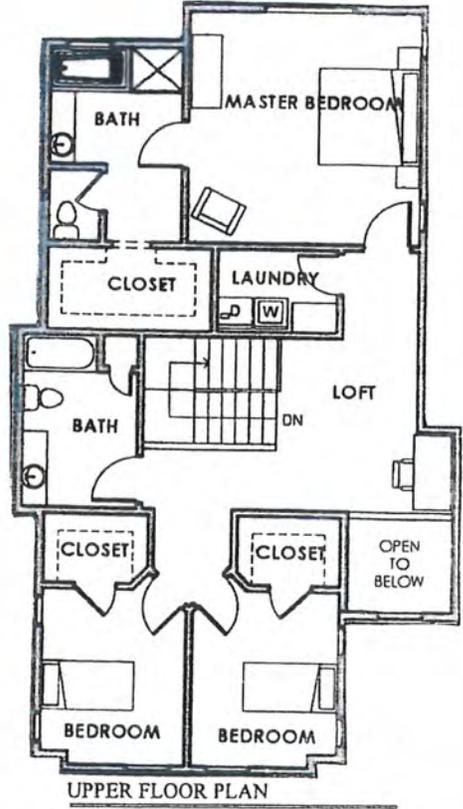
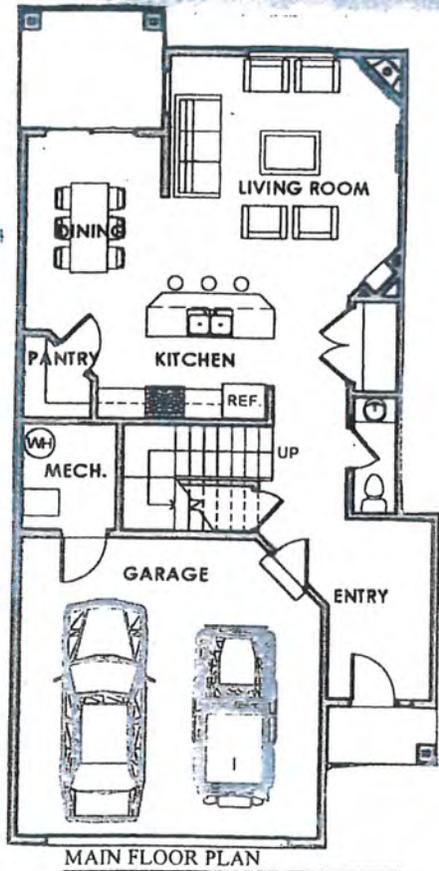


UPPER FLOOR PLAN

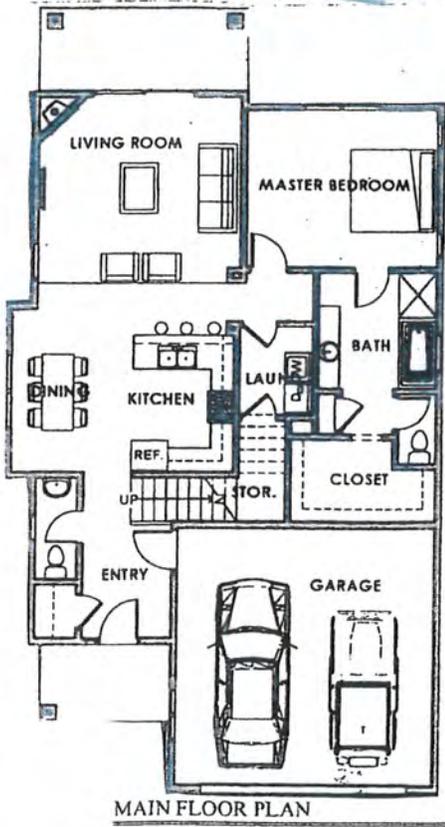
Broadmoor Park Residence #1



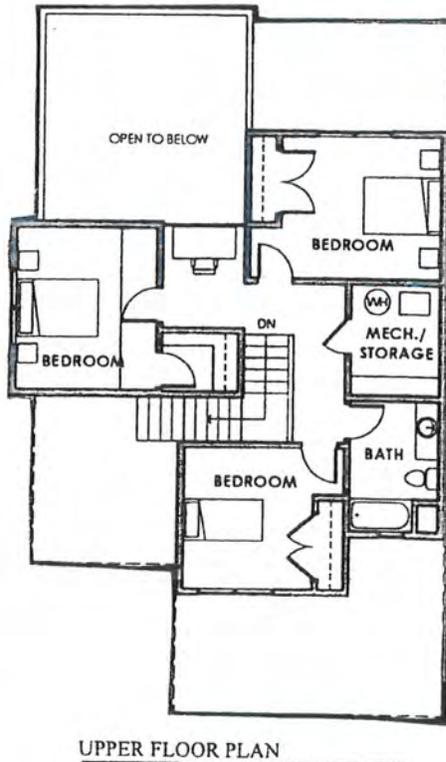
Broadmoor Park Residence #2



Broadmoor Park Residence #3



MAIN FLOOR PLAN



UPPER FLOOR PLAN

Broadmoor Park Residence #4



LOPEZ
DESIGN

RESIDENTIAL
DESIGN



226 West 220 South
Orem, Utah 84058
Phone: 801-318-9181

L&T

DESIGN & CONSTRUCTION CO.
215 South Orem Blvd. Orem, Utah 84058
Phone: 801-226-0080
Fax: 801-226-4799

PRELIMINARY DESIGN
BROADMOOR PARK SUB.
LEHI, UTAH

Design & Drawn by: L&T / ALP

NEIGHBORH'D
CONCEPT
ELEVATIONS

A3.1

08 NOV 2010

Fencing



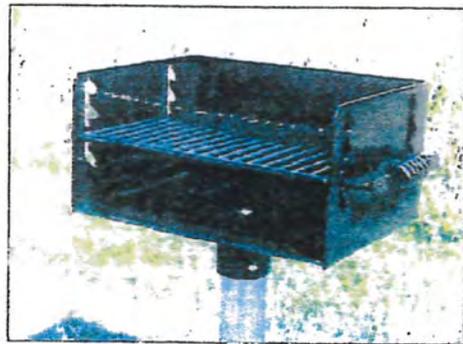
Sport Court



Picnic Tables and BBQ Stand

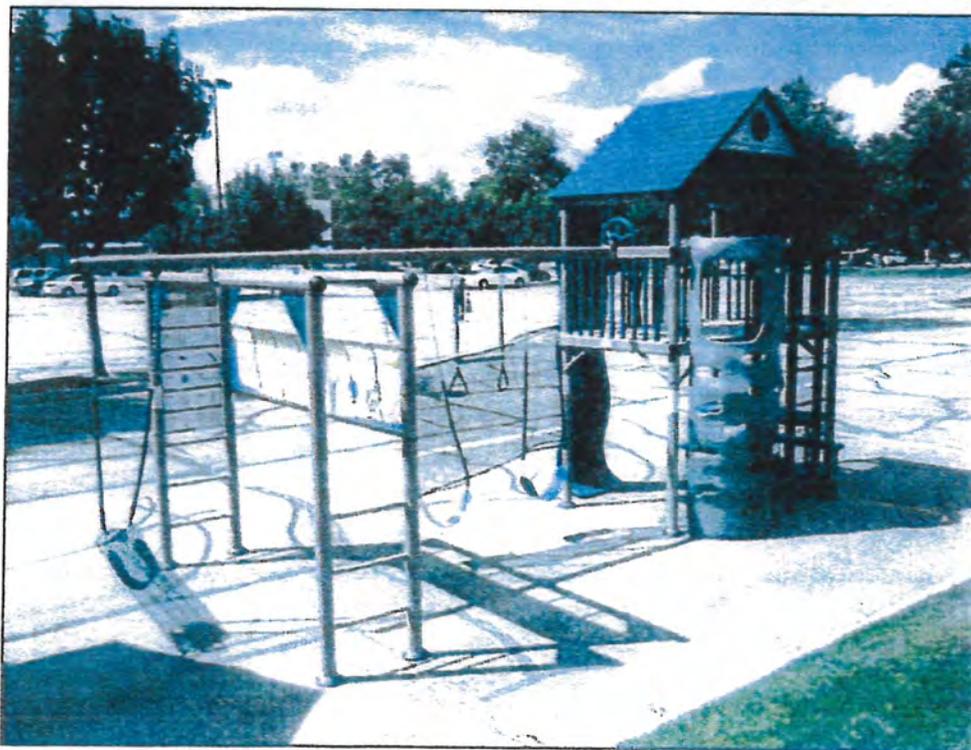


Picnic Table (or equivalent)

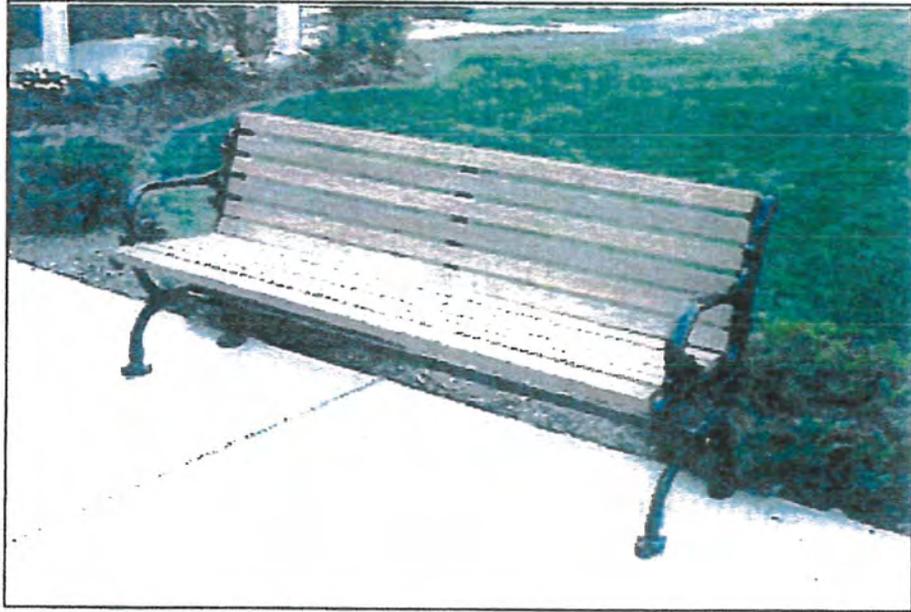


BBQ. Stand (or equivalent)

Tot Lot / Play Area



Benches

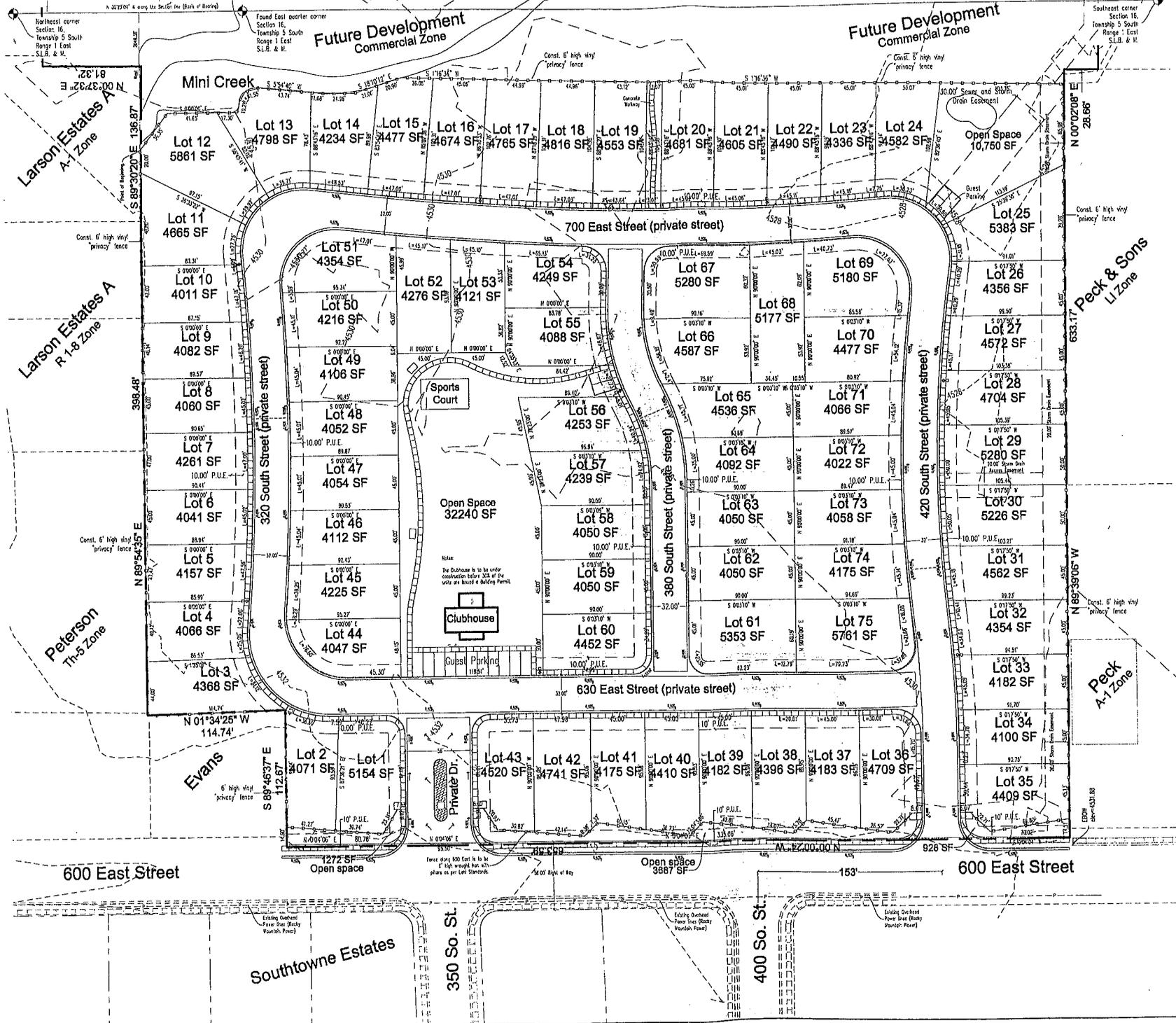


Broadmoor Park

Lehi City Utah



NORTH
1" = 40'



- LEHI CITY CONSTRUCTION NOTES**
1. The (1) new electrical copy of all analysis furnished in accordance with Section 3 of the 2008 edition of the Lehi City Design Standards, and be submitted to the City upon completion of the public improvements, including water, sewer, storm, and gas.
 2. All construction is to be done as per the 2008 edition of the Lehi City Design Standards and Public Improvement Specifications.
 3. All 2008 editions sheets must be coordinated in accordance with the 2008 edition of the Lehi City Design Standards and Public Improvement Specifications.
 4. Prior to construction, an erosion and sedimentation control plan will be submitted to the Public Works Director for approval.
 5. In the event of any conflict, a pre-construction meeting will be held with the Public Works Director, District Building Official, City Engineer, the contractor and property owner.
- The following items will be reviewed at the time of First Plot review:
- a) Per & Parks/Construction drawings of public improvements.
 - b) All pipe types, specific locations & details (manholes, detector base, etc.)
 - c) Notes
 - d) Details including site, type and protection.
 - e) Workman, boxes and related details.
 - f) Note & error notice details.
 - g) Fire hydrant.
 - h) All utility easements.
 - i) Street lights/traffic signs/traffic signs.
 - j) Power line easements & demarcation locations.
 - k) Lot addresses.
 - l) CBS values and road sub-base.
 - m) Substation nomenclature and all corner markers.

Right to Farm Note:
This area is subject to the normal everyday sounds, odors, light, equipment, facilities, and all other aspects associated with an agricultural activity. Future residents should recognize the risks inherent with livestock.

Owner/Developer:
L & T Construction
216 South Oregon Boulevard
Orem, Utah 84058
office 801-226-0080

Engineer:
Dudley and Associates, Inc.
353 East 1200 South
Orem, Utah 84058
801-224-1252

Site Data:
Zone = C (currently); R 2.5 (Proposed)
Total Area = 467,283 sq. ft. or 10.727 Acres
Total number of Lots = 75
Density = 6.99 Units/Acre

Open Space requirement 10% = 46,728 sq. ft.
Open Space provided = 50,176 sq. ft. or 11%

	Square Footage	Acres	Percent of Total
Total Area	467,283	10.73	100
Total Building / Pad Area	112,600	2.58	24
Concrete Driveways	30,000	0.69	6
Asphalt Roadways	74,739	1.72	16
Open Space Areas	50,176	1.15	11
Concrete Improvements	24,842	0.67	6
Total Landscaped Area	225,402	5.17	48

Tabulation Table

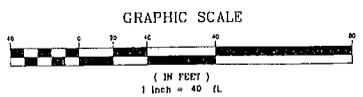
Storm Drain Note:

Storm Drain Detention will be handled as Payment in Lieu as determined by Lehi City.

A Lehi City Power line extension will be required from 200 South Street.

The H.O.A. will maintain the landscaping along any public right of way (600 East St.).

Parking is to be allowed on one side of the street only. Developer to determine the location at the time of final construction drawings.



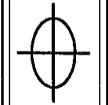
Dudley and Associates, Inc.
Engineers Planners Land Surveyors
353 East 1200 South
Orem, Utah 84058
801-224-1252

Broadmoor Park
A Residential PUD Development
Preliminary Plat

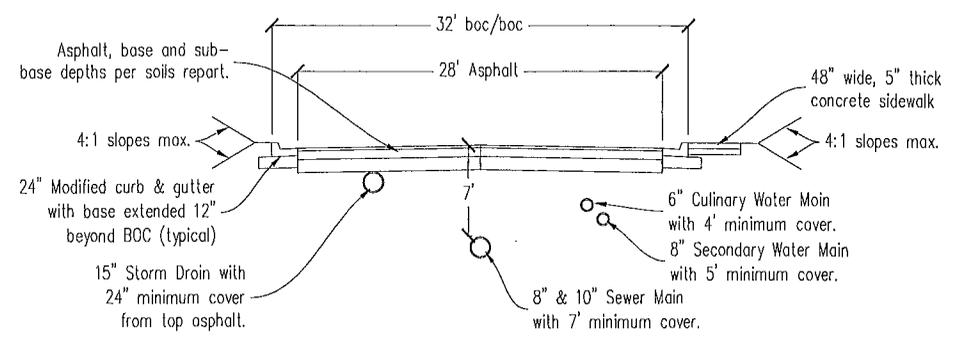
REVISIONS

DATE	June 2010
SCALE	1" = 40'
BY	TD
TRACING NO.	L - 13152

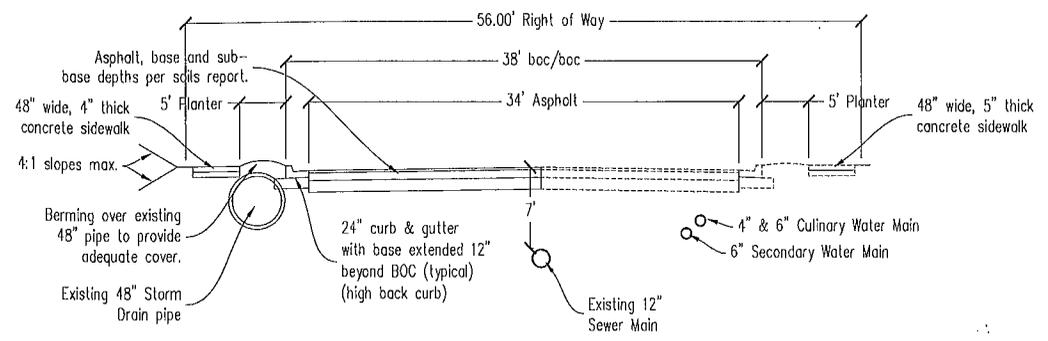
SHEET No.
C - 2



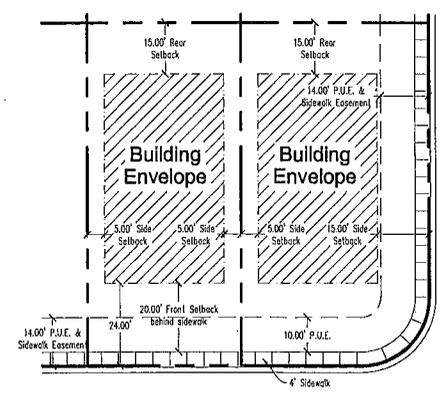
DUDLEY AND ASSOCIATES
 ENGINEERS PLANNERS SURVEYORS
 353 EAST 1200 SOUTH, OREM, UTAH
 801-224-1252



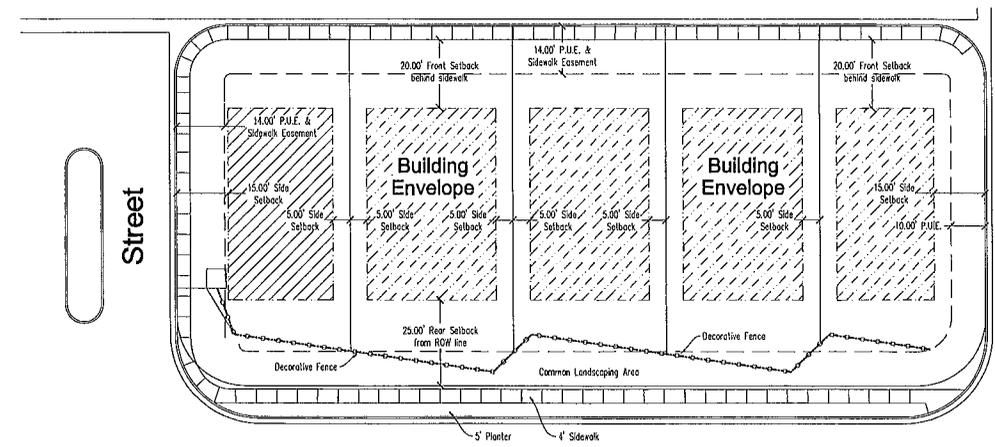
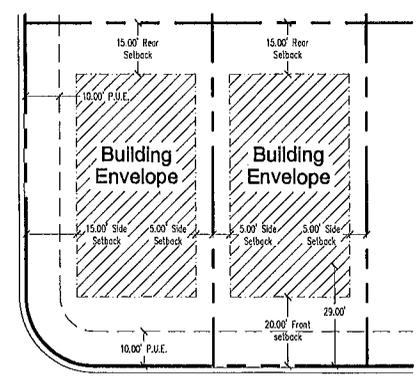
Interior Road Cross Section



600 East Cross Section



**Building Setback Details
 (Interior Street)**



**Building Setback Details
 (600 East Street)**

Detail Sheet
 Utah
 City

Revisions

Date: June 2010
 Scale: not to scale
 By: TD
 Tracing No.: L-13152

Sheet No.
C - 6

LEHI CITY
CITY COUNCIL AGENDA
December 14, 2010

AGENDA ITEM: 6

- SUBJECT:**
- a. Hold public hearing on Micron Technology, Inc.'s request for approval of the Micron II Addition Annexation, approximately 50.58 acres of property located north of SR-92 and West of Highland Blvd. to a proposed TH-5 (Transitional Holding) zone.
 - b. Consideration of Resolution # 12-14-10.N approving the Annexation Agreement for the Micron II Addition Annexation.
 - c. Consideration of Ordinance # 12-14-10.14 approving the Micron II Addition Annexation, approximately 50.58 acres of property located north of SR-92 and West of Highland Blvd. to a proposed TH-5 (Transitional Holding) zone.

PETITIONER: Micron Technology, Inc.

ACTION REQUESTED BY PETITIONER: Hold public hearing and approve
Annexation resolution and ordinance

INFORMATION: [Executive Summary](#)
[Resolution #12-14-10.N](#)
[Ordinance #12-14-10.14](#)

[BACK TO AGENDA](#)

Approved: J. W. [Signature]
Date: 12/6/2010

ISSUE

Micron Technology, Inc. – Request for approval of the Micron II Addition Annexation, approximately 50.58 acres of property located north of SR-92 and West of Highland Blvd. to a proposed TH-5 (Transitional Holding) zone.

- A. Approval of Annexation Agreement
- B. Ordinance Approving

BACKGROUND

Because this property is part of an existing county island, the annexation can be done by resolution.

Surrounding Zoning and Land Use:	<i>North</i>	Draper City	Draper City
	<i>South</i>	PC/RA-1/A-1/C	Ivory Ridge, Brookhaven Villas, single family residential/Renaissance Academy/CenterPointe Commercial project
	<i>East</i>	Highland City	Highland City
	<i>West</i>	TH-5/R-1-12	Future Traverse Mountain Dev/Dave Mast prop

RECOMMENDATION

DRC reviewed this proposed Annexation on October 27, 2010. A copy of their report is attached.

1. *Critical Issues:*
 - Any areas of steep slopes or historic drainage will be addressed through the area plan.
 - Water dedication for this property will be addressed at the time an area plan and zone change for the Planned Community Zone are requested.
2. *Location of existing and proposed City facilities:*
 - Sewer – 1200 East
 - Culinary water – on SR-92. New pressure zone will need to be created for future development.
 - Pressurized irrigation – on SR-92
 - City-owned power – 1200 East – this site is under capacity. Developer to work with Lehi City to resolve power issues.
 - Drainage – Currently at SR-92, but additional master planning will be required for the subject property.
3. *Zoning required or recommended:*
 Currently the General Plan identifies this property as Technical/Manufacturing. The requested zone of TH-5 is consistent with this existing Lehi City General Plan Land Use classification. TH-5 is being requested as a temporary zone, with the intention of a future rezoning to Planned Community. The applicant has filed a General Plan Amendment and Concept Plan for the Planned Community General Plan designation concurrent with this annexation request.
4. *Distances to schools/parks/shopping:*
 - Ridgeline Elementary School – adjacent to site
 - Junior High School – approximately 2.5 miles
 - Lehi High School – approximately 3.5 miles

- Summercrest Park –
 - Shopping center – approximately 0.5 miles
5. *Time table for extension of City utility lines and services identified in the Lehi City Capitol Improvements Plan:*
Extension of utilities will be the responsibility of the developer.
6. *Transportation:*
- The Lehi City Master Transportation Plan does not currently address this area. Any major roads will be addressed with the area plan.
7. *Plat deficiencies/comments:*
- None identified.

The Lehi City Planning Commission reviewed the Micron Technology, Inc. request for zoning on December 9, 2010 and made the following recommendation.

The Planning Commission recommendation will be provided at City Council.

If approved, the suggested motion is for approval of the Micron II Addition, approximately 50.58 acres located at approximately North of SR-92 West of Highland Boulevard and needs to include authorization for the Mayor to sign the Ordinance and the Annexation Agreement.



RESOLUTION NO. 12-14-10.N

A RESOLUTION APPROVING THE MICRON II ANNEXATION AGREEMENT.

WHEREAS, Lehi City Corporation desires to annex certain property to the City of Lehi;
and

WHEREAS, Lehi City has adopted a resolution of intent to annex real property known
as the Micron II Addition Annexation, located at North of SR-92 and West of Highland Blvd.

THEREFORE, BE IT RESOLVED by the City Council of Lehi City that the Mayor is
authorized to execute the Micron II Annexation Agreement which is attached as Exhibit A.

Approved and Adopted by the City Council of Lehi City this 14th day of December, 2010.

Mayor Bert Wilson
Lehi City

Attest:

Marilyn Banasky, City Recorder

MICRON II
ANNEXATION AGREEMENT

THIS AGREEMENT made and entered into this ___ day of _____, 20 __, by and between **LEHI CITY CORPORATION**, a municipal corporation of the State of Utah and **THE UNDERSIGNED PROPERTY OWNERS**, hereinafter referred to as Owners.

WHEREAS, the Owners desire to annex certain property to the City of Lehi which property is described on Attachment A and incorporated by reference herein; and

WHEREAS, Owners have specifically requested that said property be annexed to the City, and the City Council having considered the matter is willing to annex the said property only upon certain conditions to be met and fulfilled by the Owners, their heirs, executors, assigns and successors in interest.

WHEREAS, it is expressly agreed and understood by and between the parties that but for the said performance by the Owners, the City of Lehi would not, under any circumstance, annex the said property within its corporate boundaries.

WHEREAS, the conditions, performances and obligations of the Owners set forth herein are expressly understood to be independent and in addition to compliance with all of the laws, ordinances, requirements and regulations of the city of Lehi; and

WHEREAS, it is further agreed that this Agreement in no way and under no circumstances infers sketch plan, preliminary plan or final plan approval of any subdivision or development, nor does it assure or represent that the Owners and/or developers have complied with all of the requirements set forth by ordinance and statute as pertains to the proposed improvement of development;

NOW THEREFORE, for and in consideration of the City of Lehi's Agreement to annex said property into the corporate limits of the City of Lehi, the Owners agree to the following:

1. This agreement shall be and is hereby expressly made binding upon all of the heirs, executors, assigns and any and all other successors in interest of the parties hereto.
2. Any improvements stated herein as required to be performed by the Owners prior to annexation shall be and are expressly understood and set forth herein as conditions precedent to annexation; and any requirement which is to be performed after annexation shall be subject to specific performance by the Owner

and/or developer, and shall be considered to be a condition subsequent to the annexation and is a requirement to the continued status of the property as having a right to the services, governmental and utility of the City of Lehi.

3. It is agreed that the Owners and/or developers shall pay unto the City of Lehi at such times and places as required by the ordinance, rules and regulations existing at the time of this Agreement, or as subsequently changed by ordinance, rules of regulations, such sums as are required by the said ordinances, rules and regulations pertaining to development of subdivisions, connections fees, impact fees, and any and all other such fees as are so made and provided.

4. The property will be zoned **TH-5 Transitional Holding**.

5. There will be no water right dedication required as a condition of recording the annexation plat because of the TH-5 zoning designation. The water right dedication to Lehi City will be deferred until such time as the owners request a change in zoning on the property. Rezoning of the property, including water dedication to the City, will be required as a condition of any application for development being considered. When water transfers do occur, they must comply with Exhibit B (attached).

6. The extension of all city utility lines and services will be the responsibility of the Developer.

7. At the time of development, Developer will be responsible for the cost of the relocation, removal or purchase of any existing Rocky Mountain Power lines and/or facilities affected by the development.

IN WITNESS WHEREOF, the said parties to this agreement have hereunto signed their names and day and year as written.

Lehi City Mayor

Date

Attest:

Lehi City Recorder

BOUNDARY DESCRIPTION

A portion of the NE1/4 of Section 28, and a portion of the NW1/4 of Section 27, Township 4 South, Range 1 East, Salt Lake Base & Meridian, more particularly described as follows:

Beginning at a point on the existing Draper City Corporate limits, being the Northeast Corner of Section 28, T4S, R1E, S.L.B. & M.; thence S0°01'27"E along the Section line and limits of Draper City 1,133.33 feet to a point located 198.00 feet north of the Southwest Corner of the NW1/4 of the NW1/4 of Section 27; thence N77°15'00"E along said limits of Draper City 30.76 feet to a common point between the Corporate Limits of Draper and Lehi City; thence along said limits of Lehi City the following 4 (four) courses: S0°01'27"E 204.70 feet; thence S89°50'28"W along the 40 acre (1/16th Section) line 30.00 feet to said Southwest Corner of the NW1/4 of the NW1/4 of said Section 27; thence S75°39'13"W 1,485.93 feet; thence N14°00'00"W 30.00 feet to a common point between the Corporate limits of Lehi and Draper City; thence along said limits of Draper City the following 2 (two) courses: N0°01'47"W 1,674.53 feet to the north line of Section 28; thence S89°50'13"E along the Section line 1,447.16 feet to the point of beginning.

Contains: 50.58+/- acres

EXHIBIT “B”

LEHI CITY WATER RIGHT TRANSFER PROCEDURES

The procedures in this exhibit pertain to all transfers of water rights to Lehi City such as transfers related to annexations, zone changes, etc.

1. **General Requirements.** The water right dedication for an annexation is based on the zoning designation assigned at the time of annexation. Should the zone be changed subsequent to annexation, an adjustment will be made in order to conform to the water dedication schedule for the new zone. Acre-feet will be rounded up if the shares/water rights do not exactly match the required amount. Lehi Irrigation Company shares shall be used as the standard in determining the number of shares of water stock to be dedicated. Owner warrants good and marketable title to the Stock/Water Rights and warrants that Stock/Water Rights will be transferred free of all liens, encumbrances and security interests. Owner shall pay all debts, taxes, charges and assessments against said Stock/Water Rights existing as of the date that the Owner transfers Stock/Water Rights to Lehi City.
2. **Irrigation Company Shares.** If the irrigation shares can be used directly in the Lehi pressurized irrigation system, the shares shall be transferred into the name of Lehi City through the Irrigation company and the certificates delivered to Lehi City. If the irrigation company shares cannot be used directly in the Lehi pressurized irrigation system, the change application procedure in item #4 must be followed. When the change application is final, Owner must transfer the shares into the name of Lehi City through the Irrigation company and deliver the certificates to Lehi City.
3. **Fee in Lieu of Future Assessments.** Shares of stock in mutual irrigation companies are subject to payment of an annual fee to cover assessments levied by the irrigation company board of directors pursuant to Utah Code Annotated 16-4-4 et seq. If the city incurs pumping costs in order to use the irrigation water in the city system, then there shall be an additional assessment. In consideration for the City=s additional obligation created herein for all future assessments levied by the irrigation company, Owner agrees to make a one time payment to Lehi City equal to the most recent assessment levied against the shares being transferred to the City multiplied by 15.
4. **Non-irrigation Company Shares.** The Owner must prepare, submit, pay appropriate fees and receive approval from State Engineer=s Office for a Joint Change of Water for said water right to be used from an existing City source for municipal use as approved by the Lehi City Engineer. (This will allow quantification and verification of the right by the State Engineer=s Office.) The decision on the change application shall be considered final when the time for filing a request for reconsideration with the Utah State Engineer=s office (20 days after issuance of the Utah State Engineer=s decision) and the time for filing a judicial review action in the district court (30 days after the later of the issuance of the Utah State Engineer=s decision or a denial of a request for reconsideration) has run and no judicial review action has been filed. When the change application is final, Owner must:
 - a. Prepare warranty deed to transfer title to Lehi City
 - b. Record deed at the Utah County Recorder=s Office
 - c. Transfer title to Lehi City at the State Engineer=s Office
 - d. Deliver recorded deed to Lehi City



ORDINANCE NO. 12-14-10.14

**AN ORDINANCE APPROVING THE ANNEXATION OF
MICRON II ADDITION ANNEXATION TO LEHI CITY**

WHEREAS, the Lehi City Council has adopted a resolution of intent to annex real property known as the Micron II Addition Annexation, located at North of SR-92 and West of Highland Blvd. and further identified by Exhibit AA@ pursuant to the provisions of Section 10-2-418 of the Utah Code; and

WHEREAS, the Lehi City Planning Commission conducted a public hearing on the proposed zoning on December 9, 2010, after having published notice as required by law, and

WHEREAS, the Lehi City Council conducted a public hearing on the 14th day of December 2010, after having published notice as also required by Section 10-2-418 of the Utah Code; and

WHEREAS, the Lehi City Council noted that there were no protests filed to defeat the annexation as required by Section 10-2-418 of the Utah Code.

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

Section 1. The Lehi City Council finds that the proposed annexation of the Micron II Annexation as more fully described on the transparent reproducible Annexation Plat and the attached Exhibit AA@, in the judgment of Lehi City, meets the standards set forth in Section 10-2-418 of the Utah Code.

Section 2. The area as specifically described in the Annexation Plat is hereby annexed to Lehi City, subject to compliance with the terms and provisions of the Annexation Agreement, a copy of which is attached hereto.

Section 3. Pursuant to Utah Code Ann. ' 10-9-406, the City Council hereby assigns the TH-5 zoning district designation to the territory depicted on the Annexation Plat which is being annexed to Lehi City by this ordinance, and further directs that the Official Zoning District Map of Lehi City be amended to show the area as part of Lehi City with the new zoning district designation.

Section 4. The City Recorder is hereby directed to file the transparent reproducible Annexation Plat, together with a certified copy of this ordinance in the office of the Utah County Recorder when all Provisions of the Annexation Agreement have been complied with which are conditions precedent to the Annexation.

Section 5. This ordinance shall become effective following subsequent publication as provided by law. However, this ordinance shall not become effective and the mayor shall not be authorized to sign the same until all conditions and requirements of the annexation agreement have been completed which were conditions precedent to the approval of this annexation.

PASSED AND ORDERED POSTED by the Lehi City Council this 14th day of December, 2010.

BERT WILSON, Mayor

ATTEST:

MARILYN BANASKY, City Recorder

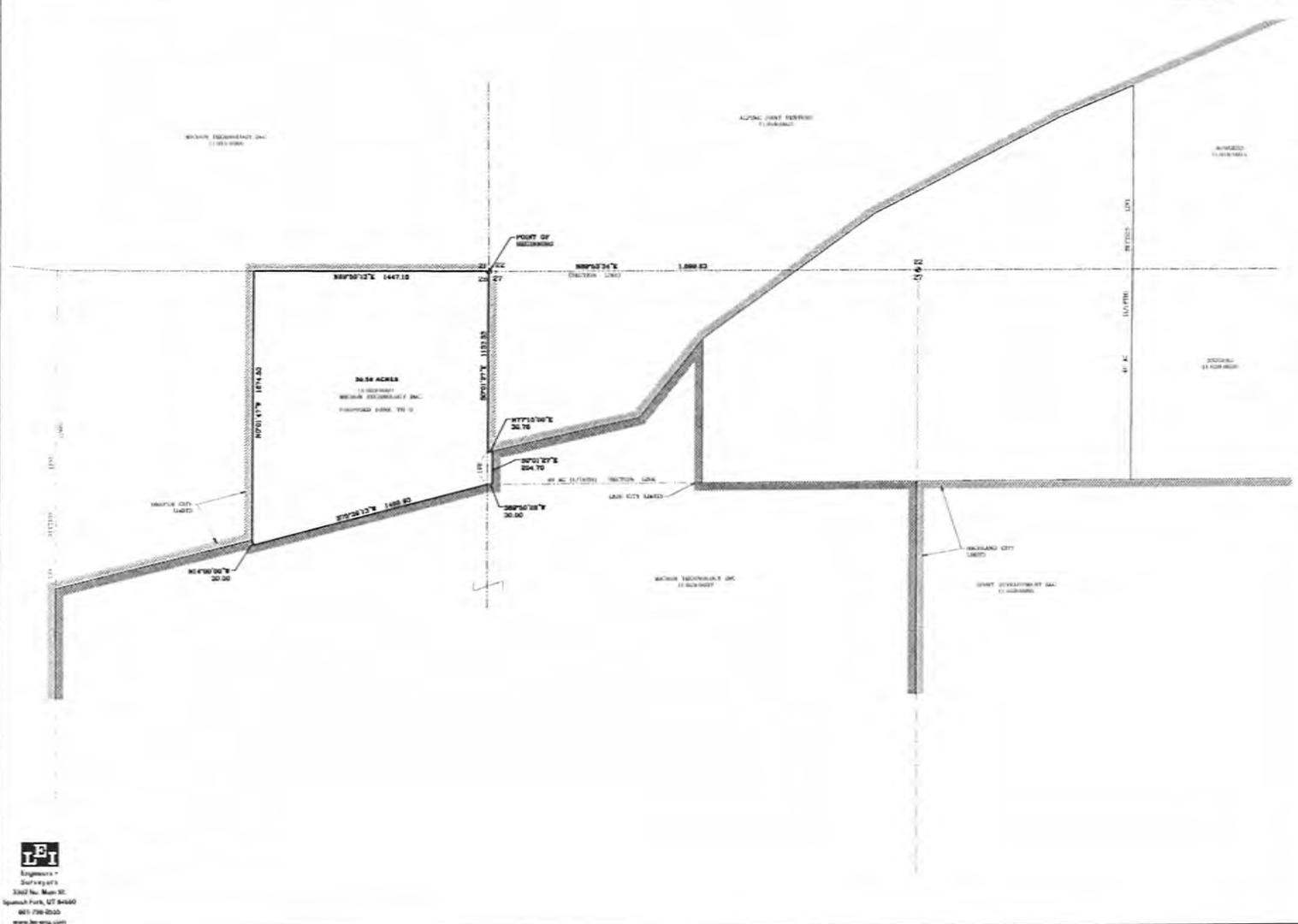
EXHIBIT "A"

BOUNDARY DESCRIPTION

A portion of the NE1/4 of Section 28, and a portion of the NW1/4 of Section 27, Township 4 South, Range 1 East, Salt Lake Base & Meridian, more particularly described as follows:

Beginning at a point on the existing Draper City Corporate limits, being the Northeast Corner of Section 28, T4S, R1E, S.L.B. & M.; thence S0°01'27"E along the Section line and limits of Draper City 1,133.33 feet to a point located 198.00 feet north of the Southwest Corner of the NW1/4 of the NW1/4 of Section 27; thence N77°15'00"E along said limits of Draper City 30.76 feet to a common point between the Corporate Limits of Draper and Lehi City; thence along said limits of Lehi City the following 4 (four) courses: S0°01'27"E 204.70 feet; thence S89°50'28"W along the 40 acre (1/16th Section) line 30.00 feet to said Southwest Corner of the NW1/4 of the NW1/4 of said Section 27; thence S75°39'13"W 1,485.93 feet; thence N14°00'00"W 30.00 feet to a common point between the Corporate limits of Lehi and Draper City; thence along said limits of Draper City the following 2 (two) courses: N0°01'47"W 1,674.53 feet to the north line of Section 28; thence S89°50'13"E along the Section line 1,447.16 feet to the point of beginning.

Contains: 50.58+/- acres



SURVEYOR'S CERTIFICATE

I, Dennis P. Carlsle, do hereby certify that I am a Professional Land Surveyor, and that I hold Certificate No. 112617 as provided under the laws of the State of Utah. I further certify that this plat of annexation to the corporate limits of Lehi City, Utah County, Utah is a true and correct representation of data compiled from records on file in the office of the Utah County Recorder.

BOUNDARY DESCRIPTION

A portion of the NE1/4 of Section 28, and a portion of the NW1/4 of Section 27, Township 4 South, Range 1 East, Salt Lake Base & Meridian, more particularly described as follows:
 Beginning at a point on the existing Lehi City Corporate Limits, being the Northeast Corner of Section 28, T4S, R1E, S1, E1A, M; thence S89°02'27" along the Section line and limits of Lehi City 1,113.33 feet to a point located 100 feet north of the Southwest Corner of the NW1/4 of the SW1/4 of Section 27, thence S77°10'07" along and limits of Lehi City, 30 feet to a common point between the Corporate limits of Lehi City and Lehi City, thence along said limits of Lehi City the following 4 lines: course S89°02'27", Dist 70 feet, thence S89°02'27" along the 100-acre 15th Section line, 3000 feet to said Southwest Corner of the NW1/4 of the SW1/4 of said Section 27, thence S77°10'07" 1,053.93 feet, thence N11°00'07" 30.00 feet to a common point between the Corporate limits of Lehi and Lehi City; thence along said limits of Lehi City the following 2 lines: course S89°02'27", Dist 33 feet to the north line of Section 28, thence S89°02'27" along the Section line 1,113 feet to the point of beginning.

DENNIS P. CARLSLE
 PROFESSIONAL LAND SURVEYOR
 REGISTRATION NO. 112617

DATE

ACCEPTANCE BY LEGISLATIVE BODY

This is to certify that the annexation Lehi City Council have adopted a resolution of its intent to annex the tract of land shown hereon and have subsequently adopted an ordinance annexing said tract into Lehi City, Utah and that every of the ordinances has been prepared for filing herewith all in accordance with Utah Code Section 16-2-213 as revised and that we have examined and do hereby approve and accept the annexation of the tract on which is a part of said city and that said tract of land is to be known hereinafter as the

MICRON 2 ANNEXION

SIGNED THIS _____ DAY OF _____, A.D. 20____

ATTORNEY RECORDER
 MICRON 2 ADDITION

ACCEPTANCE BY COUNTY SURVEYOR

THIS PLAT WAS REVIEWED BY THE COUNTY SURVEYOR AND IS HEREBY CERTIFIED AS A FINAL AND CORRECT PLAT PURSUANT TO UTAH CODE ANNOTATED TO 16-2-213

COUNTY SURVEYOR

COUNTY SURVEYOR'S SEAL

ANNEXATION PLAT

MICRON 2 ADDITION

LEHI CITY UTAH COUNTY, UTAH
 SCALE: 1" = 200 FEET



Engineers & Surveyors
 3362 So. Main St.
 Spanish Fork, UT 84643
 801.796.0200
 www.lpieng.com

LEHI CITY
CITY COUNCIL AGENDA
December 14, 2010

AGENDA ITEM: 7

- SUBJECT:**
- a. Hold public hearing on Micron Technology, Inc.'s requests approval of a General Plan Land Use Map Amendment on approximately 855 acres of property located approximately on the north side of SR-92 between 500 West and 1700 East, amending the land use designation from TM (Technical Manufacturing) to PC (Planned Community).
 - b. Consideration of Ordinance 12-14-10.15 amending a General Plan Land Use Map Amendment on approximately 855 acres of property located approximately on the north side of SR-92 between 500 West and 1700 East, amending the land use designation from TM (Technical Manufacturing) to PC (Planned Community).

PETITIONER: Micron Technology, Inc.

ACTION REQUESTED BY PETITIONER: Hold public hearing and approve Ordinance

INFORMATION: [Executive Summary](#)
[Ordinance #12-14-10.15](#)

[BACK TO AGENDA](#)

Approved: [Signature]
Date: 12/6/2010

ISSUE

Micron Technology, Inc. – Requests approval of a General Plan Land Use Map Amendment on approximately 855 acres of property located approximately on the north side of SR-92 between 500 West and 1700 East, amending the land use designation from TM (Technical Manufacturing) A(Agriculture) and Utah County to PC (Planned Community).

A. Ordinance Approving

BACKGROUND

Existing General Plan Designation: TM, A and Utah County(Technical/Manufacturing, Agriculture & undesignated)

Requested General Plan Designation: PC (Planned Community)

Surrounding Zoning and Land Use:	<i>North</i>	Draper City	Draper City
	<i>South</i>	PC/RA-1/A-1/C	Ivory Ridge, Brookhaven Villas, single family residential/Renaissance Academy/CenterPointe Commercial project
	<i>East</i>	Highland City	Highland City
	<i>West</i>	TH-5/R-1-12	Future Traverse Mountain Dev/Dave Mast prop

The applicant is requesting a change to the General Plan in conjunction with a concept plan and annexation, with the intent to develop the property owned by Micron Technology, Inc as a Planned Community. The property owned by Micron is currently in three jurisdictions: Lehi City, Utah County, and Draper City. As per the Development Code, the applicant has filed this General Plan amendment concurrent with the Area Plan concept. The General Plan amendment and concept at this time includes only the property within Lehi City and Utah County – at this time, the applicant does not plan to include the property currently in Draper, and Highland City is aware that the annexation is being re-filed, and is currently holding ongoing discussions with Highland City, Lehi City Staff and Micron for a potential amendment of the boundary line adjustment.

RECOMMENDATION

The DRC reviewed this proposed change to the General Plan on October 27, 2010.

GENERAL COMMENTS:

- This General Plan Amendment request can only cover the area that the concept plan covers.
- The residential units in the narrative do not match what is shown in the concept plan. The concept plan only shows 388 multi family units and 76 detached single family. Staff considers the concept

plan to be more accurate. Also, the narrative only speaks to multi-family residential, and should also mention the planned single family residential.

- The DRC had no concerns with this request

The Planning Commission reviewed the proposed change to the General Plan on November 18, 2010 and made the following recommendation:

Ed James moved to recommend approval of Micron Technology, Inc's request for a General Plan Land Use Map Amendment on approximately 855 acres of property located approximately on the north side of SR-92 between 500 West and 1700 East, amending the land use designation from Technical Manufacturing to Planned Community and as part of the motion to include DRC comments finding that the change in the General Plan designation improves the character and quality of city, promotes jobs and doesn't impact the city negatively. Second by Carolyn Player. Motion carried unanimous.

If approved as requested the suggested motion would authorize the mayor to sign the ordinance changing the general plan designation from TM(Technical/Manufacturing) A(Agriculture) and Utah County to PC(Planned Community).



ORDINANCE NO. 12-14-10.15

**ORDINANCE AMENDING THE LAND USE ELEMENT OF
THE LEHI CITY GENERAL PLAN AND THE GENERAL PLAN
LAND USE MAP MICRON
(NORTH SIDE OF SR-92 BETWEEN 500 WEST AND 1700 EAST)**

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 November 18, 2010, to review and make a recommendation on the General Plan Amendment located at about North Side of SR-92 between 500 West and 1700 East from TM (Technical/Manufacturing) to PC (Planned Community) as shown in Exhibit "A" and forwarded their recommendation to the City Council; and

WHEREAS, the City Council held a public hearing on December 14, 2010, 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 TM to PC.

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 TM to PC on property located at approximately the North Side of SR-92 between 500 West and 1700 East 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 AND ORDERED POSTED by the Lehi City Council this 14th day of December, 2010.

BERT WILSON, Mayor

ATTEST:

MARILYN BANASKY, City Recorder

LEHI CITY
CITY COUNCIL AGENDA
December 14, 2010

AGENDA ITEM: 8

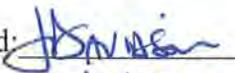
- SUBJECT:**
- a. Hold public hearing on Micron Technology, Inc.'s requests for Concept Plan approval for a Planned Community on approximately 855 acres of property located approximately on the north side of SR-92 between 500 West and 1700 East.
 - b. Consideration of for Concept Plan approval for a Planned Community on approximately 855 acres of property located approximately on the north side of SR-92 between 500 West and 1700 East.

PETITIONER: Micron Technology, Inc.

ACTION REQUESTED BY PETITIONER: Hold public hearing and approve Concept Plan

INFORMATION: [Executive Summary](#)
[Micron Lehi Conceptual Land Use Plan](#)

[BACK TO AGENDA](#)

Approved: 
Date: 12/16/2010

ISSUE

Micron Technology, Inc. – Requests Concept Plan review and recommendation for a Planned Community on approximately 753.8 acres of property located approximately on the north side of SR-92 between 500 West and 1700 East.

BACKGROUND

Existing General Plan Designation: TM, A and Utah County(Technical/Manufacturing, Agriculture & undesignated)

Requested General Plan Designation: PC (Planned Community)

Surrounding Zoning and Land Use:	<i>North</i>	Draper City	Draper City
	<i>South</i>	PC/RA-1/A-1/C	Ivory Ridge, Brookhaven Villas, single family residential/Renaissance Academy/CenterPointe Commercial project
	<i>East</i>	Highland City	Highland City
	<i>West</i>	TH-5/R-1-12	Future Traverse Mountain Dev/Dave Mast prop

The applicant is requesting concept review for a proposed Area Plan, which proposes development for the lands currently owned by Micron Technology. This request is concurrent with a request for annexation and a General Plan Amendment.

The proposed land use is based on the concept of a “workplace neighborhood” with a mix of office, light industrial and residential uses located within walking distance of a retail and mixed use “social heart”. The central theme of the development is to create a leading Class “A” office development, attracting corporate and other quality office users. The retail component is intended primarily to support the office and residential users on or near the site. The retail area, called the “social heart” of the plan includes 2 and 3 story retail/office buildings constructed in a “village format”, with the buildings to the street. The plan also shows light industrial uses on the western edge of the existing IM Flash Technologies building. Anticipated businesses would be involved in assembly and test operations (similar to IMFT), but not heavy raw material manufacturing or chemical processing. The plan does not envision heavy trucking related distribution operations. The residential component will be primarily multi-family, including townhomes and apartment, with a small number of single family units. The multi-family portion of the project is shown on the west side, while the single family residential is at the northwest of the project. It is anticipated that the population would create a requirement for one elementary school and one middle school within the project. The applicant has met with the Alpine School District to determine the best location for future school locations.

The plan shows a series of “greenways” follow existing site features, such as natural drainage corridors, existing scrub oak, and existing detention ponds. The greenways will be dedicated to Lehi City, and reserved as environmentally sensitive. Drainage corridors will be expanded, new detention ponds will be added, and new areas will be planted with scrub oak. These areas will be publicly accessible open spaces, that include recreational areas, trails, and areas of native habitat. Landscaping and planting will focus on native plantings and water-wise practices. The greenways will also connect to the Bonneville Shoreline Trail, and will include new trails heads. The area plan will also show public trails that will interconnect to City Master Planned trails, as well as the trail systems in Traverse Mountain.

Access to the site is off of SR-92, with access points at 500 West, Center Street, 400 East, and Highland Boulevard. The existing access to IMFT at 1200 East will remain. The interior roads are based on three main roads, and a main connector road. Access will also be provided to adjacent property to the west and to Highland Boulevard on the east. The size and classification of roads will be addressed as a part of the Area Plan.

Development standards and guidelines provide controls to create a walkable, socially vibrant “workplace neighborhood”. It is anticipated that the design standards will allow for flexibility in the design of individual buildings while creating a minimum set of standards for design that promotes architecture that fits into the natural landscape. Commercial buildings will be constructed with quality materials appropriate for a “Class A” office park. Structural steel and composite concrete with attractive finishing materials will be used. Colors will blend compatibly with the existing natural colors of the surrounding terrain. Residential properties will be higher quality materials and colors will be consistent with the colors used in the commercial properties.

RECOMMENDATION

The DRC reviewed this proposed change to the General Plan on October 27, 2010.

DRC GENERAL COMMENTS:

1. This is a power deficient area – for this size of a project, a new substation will be required. Negotiations with the Power Department need to begin as soon as possible.
2. The pedestrian and auto easements, arcade areas, and other open/green areas need to be addressed as to the ownership and maintenance of these areas.
3. Natural open space areas must be dedicated to Lehi City – revise City dedicated open space map to reflect possible property trade between Micron and IMFT.
4. Page 19 – the size, function, classification, and proposed use of each road will need to be determined as part of the area plan.
5. Page 21 – during the area plan review, address whether any hazardous wastes will be transported on any roads.
6. Page 23 – there is a concern with using Alpine School District school playgrounds as open space with the project. The project must provide for its own park areas (that may be adjacent to the school areas, but must be separate facilities).
7. Page 26 – on the public/civic sites shown, additional discussion will be needed with the Police, Public Safety and other applicable City departments to determine needs and locations.
8. Provide updated exhibits showing color legends for the land use areas. Also suggest adding the color codes to the table to correlate with the land use map (use the same colors on the table that are used on the map).
9. Page 44 – add a sentence to the end of the storm water comment: “applicability of existing and added storm drainage appurtenances will be evaluated as a part of the area plan.”
10. Page 29 – change the “apartment” to “apartment/condominium”.
11. At the area plan, address the location of water and sewer facilities that will be required to service this property.

The Planning Commission reviewed the proposed change to the General Plan on November 18, 2010 and made the following recommendation:

Ed James moved to recommend approval of Micron Technology, Inc's request for Concept Plan review for a Planned Community on approximately 855 acres of property located approximately on the north side of SR-92 between 500 West and 1700 East and as part of the motion to include the DRC comments and that we suggest concern over the circulation pattern from the east side to the west side and to coordinate resolutions from the various jurisdictions and that the Area Plan have parking minimized as much as possible especially in the center area. Second by Kordel Braley.

Kordel feels that they do need to continue discussions with Alpine School district
Derek said we need to have a clearer plan on the utility issues – water tanks –

Kordel feels we need to look more into the connectivity from east to west

Derek said he appreciates what their looking at with the green space and the walk-able community – granted there are some issues connecting the west and the east –

Kordel said that one of the draws to buying a house up there is that you can live and work together

Ed James moved to amend his motion to include that the Concept in general is of high quality and serves the purposes of the city and is a good plan. Second stands by Kordel Braley. Motion carried unanimous.

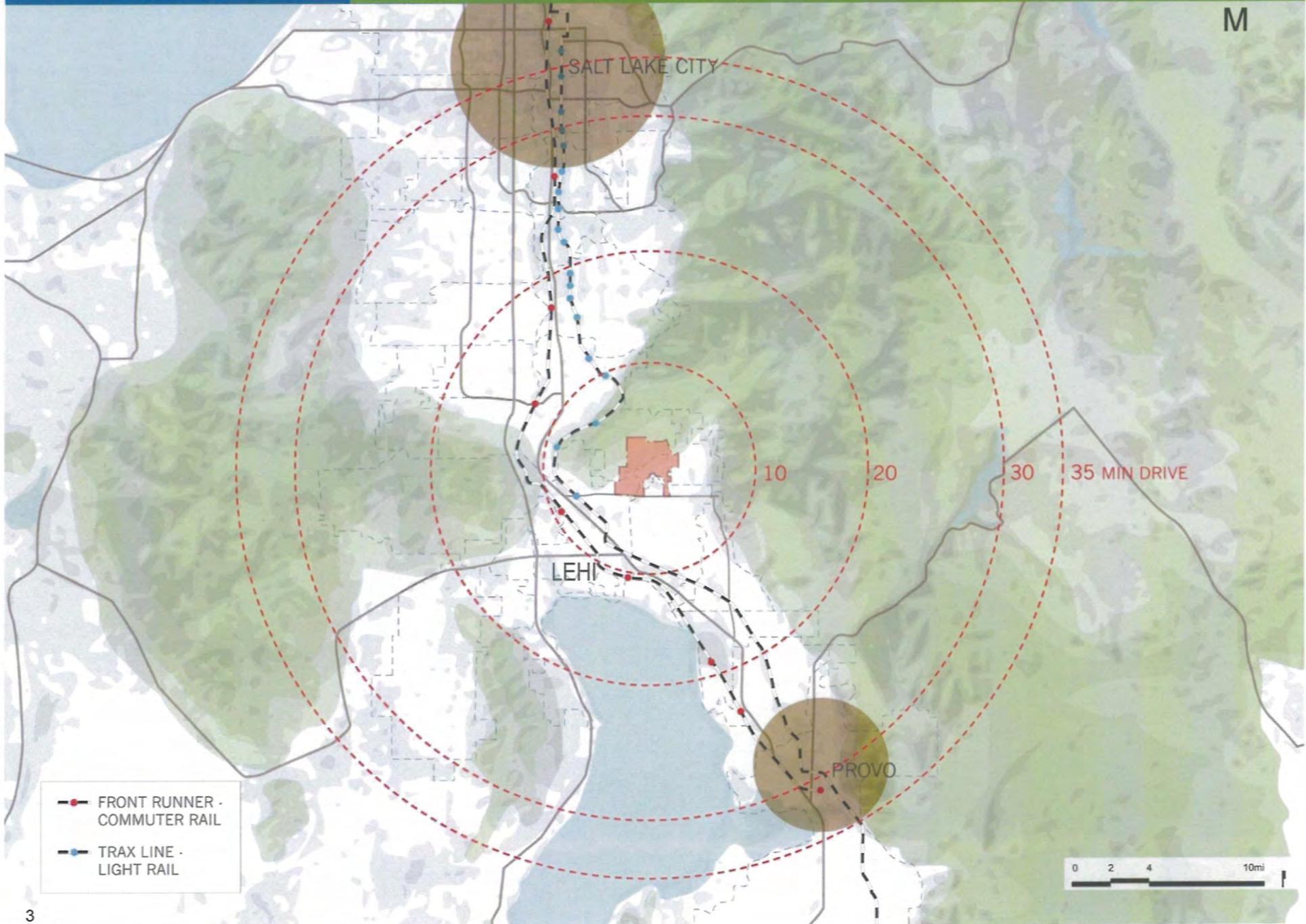
If approved as requested the suggested motion would be grant approval of the Micron Technology, Inc. concept plan.

Micron LEHI Conceptual Land Use Plan

OCTOBER 27, 2010
Skidmore, Owings & Merrill LLP

Regional Context

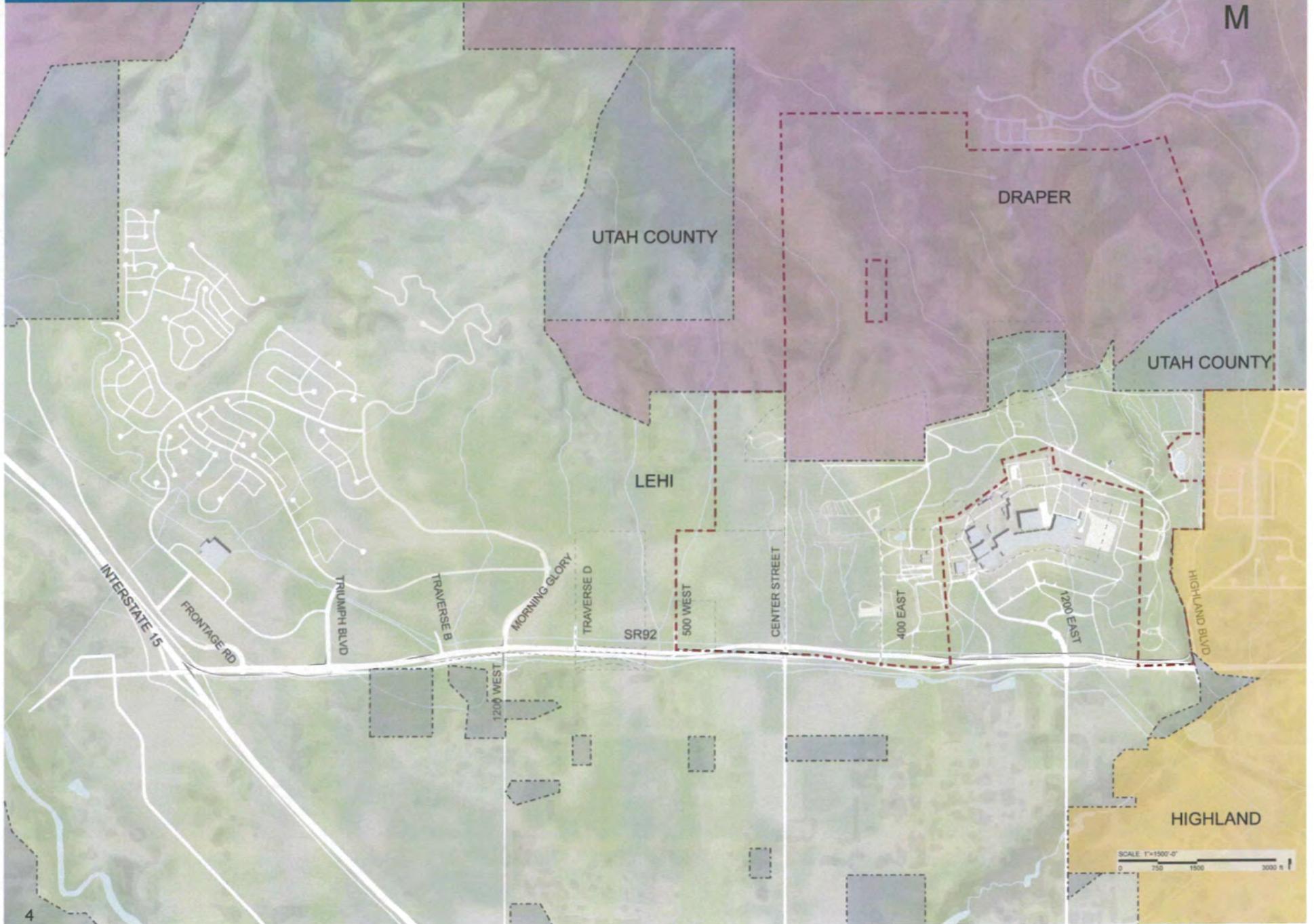




- FRONT RUNNER - COMMUTER RAIL
- TRAX LINE - LIGHT RAIL

EXISTING CITY BOUNDARIES

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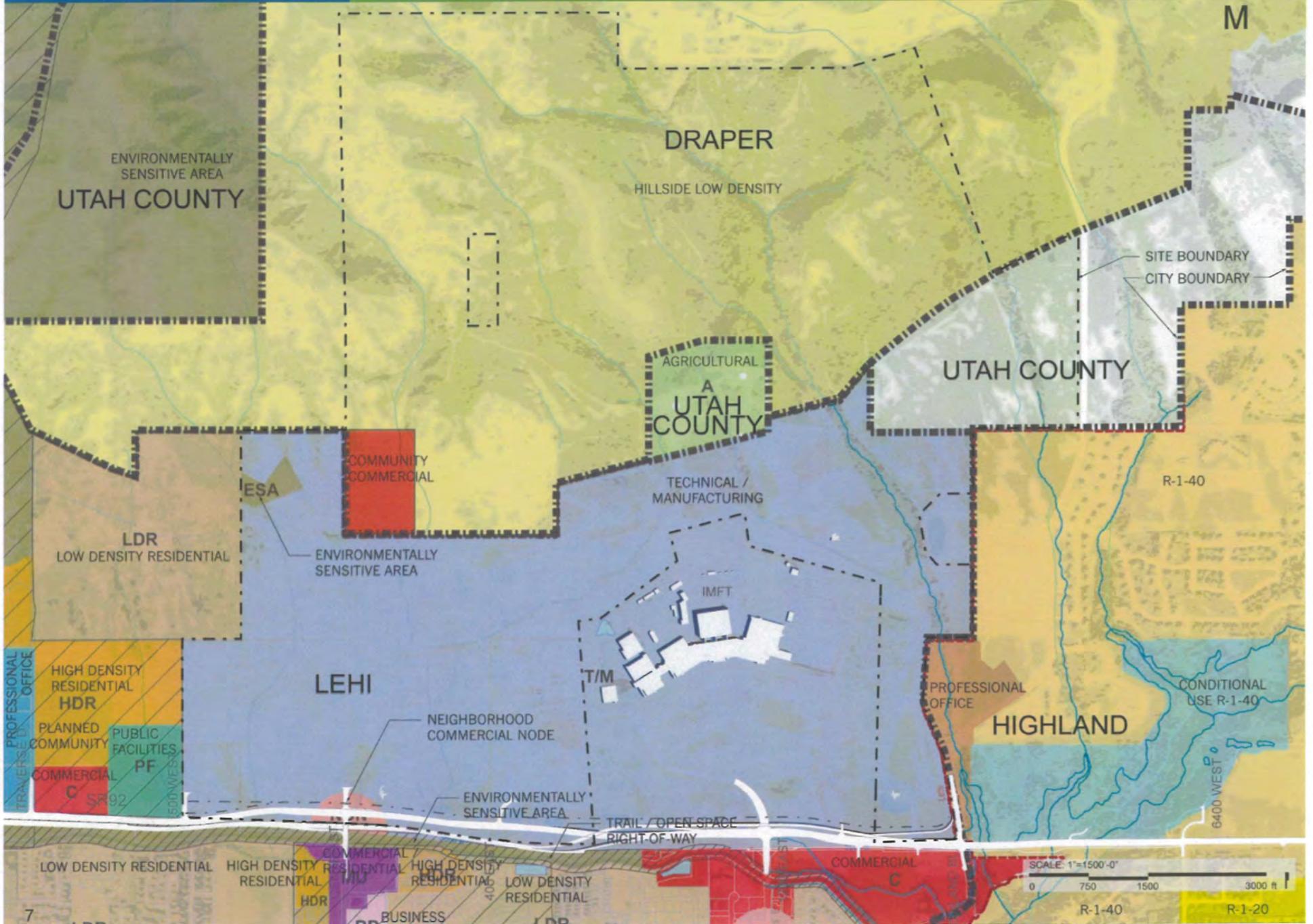
LOCAL ACCESS

SO
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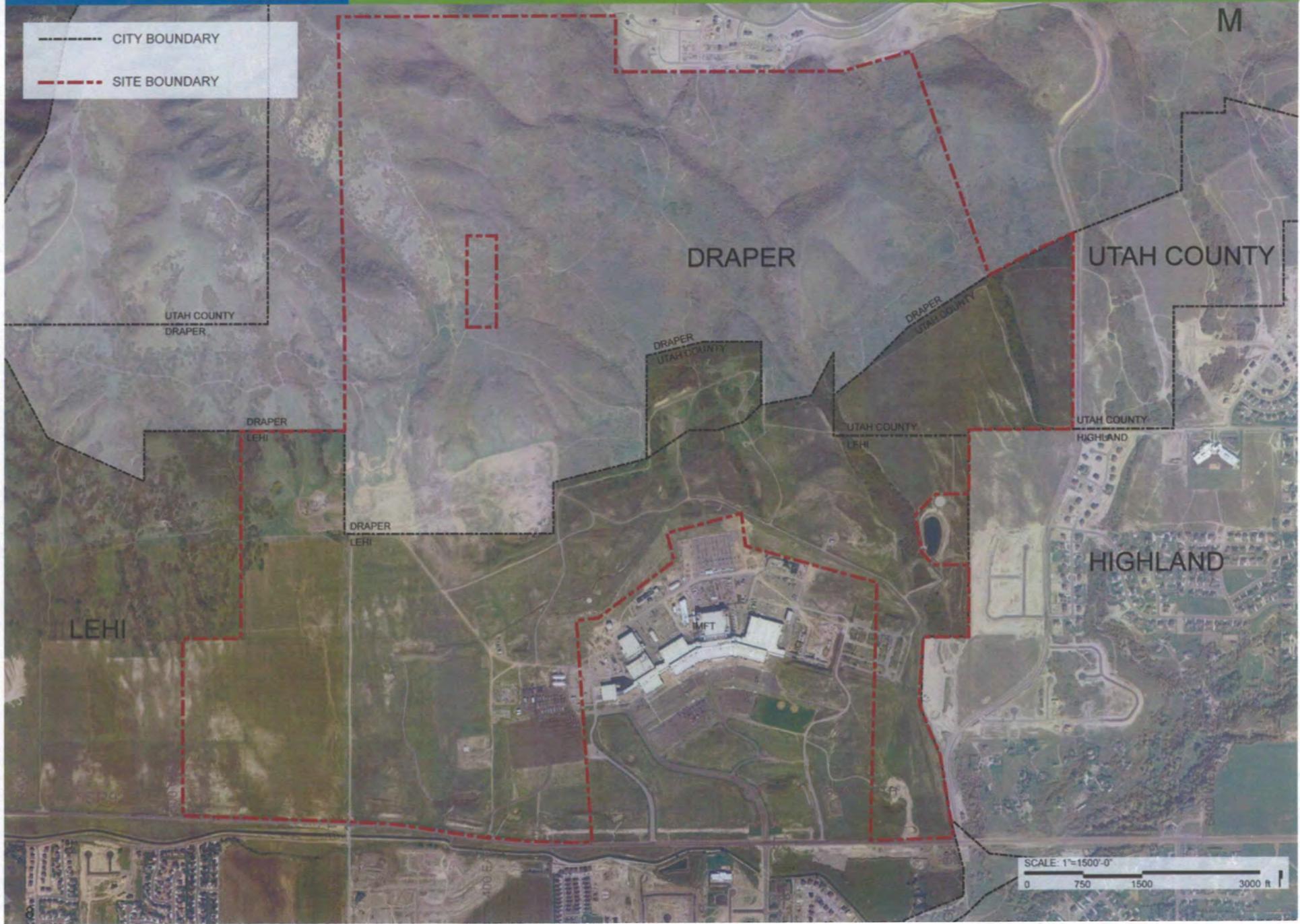




EXISTING LAND USE DESIGNATION



--- CITY BOUNDARY
- - - SITE BOUNDARY



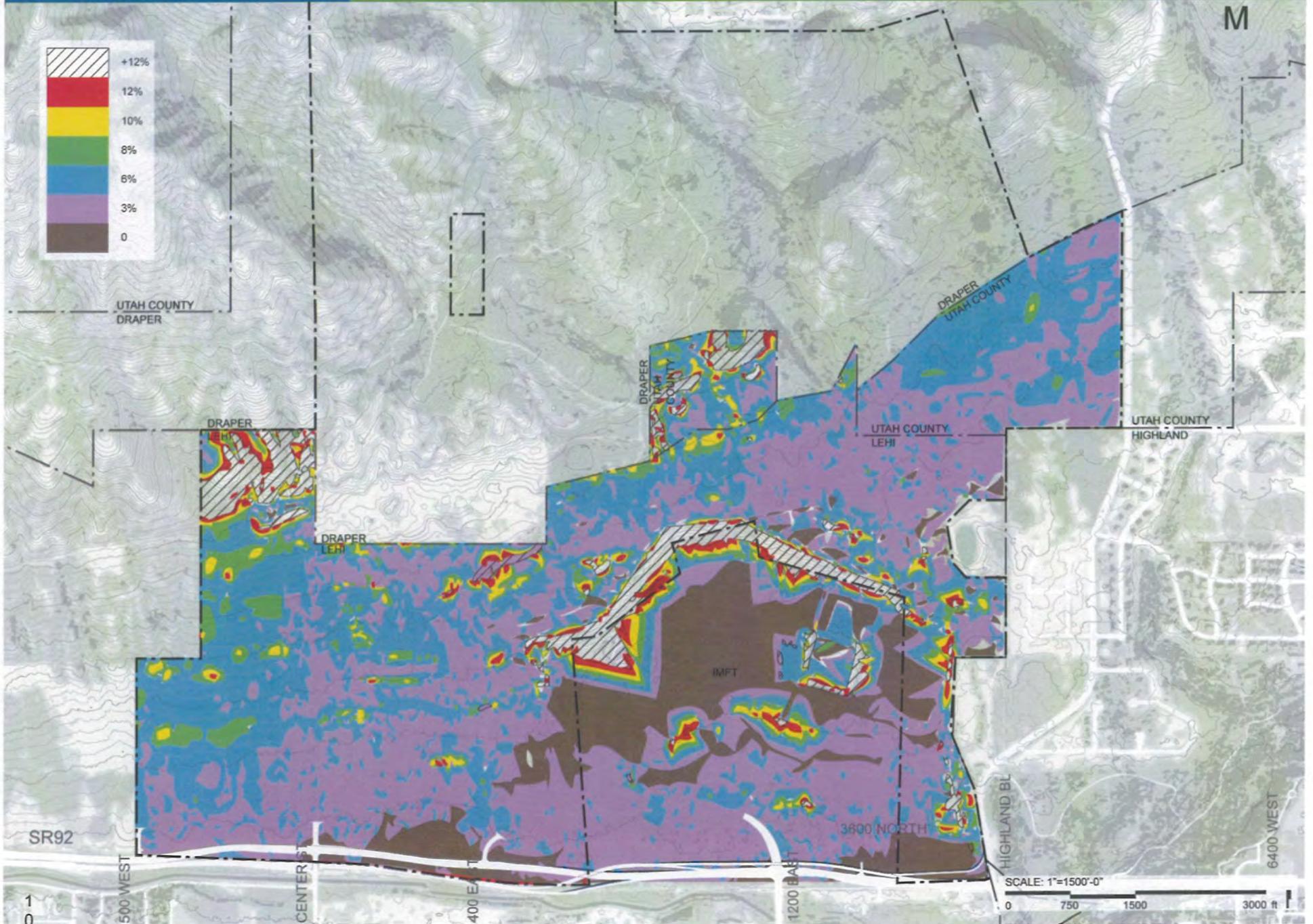
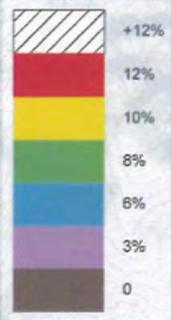
Site Conditions



SLOPE GRADIENT AREAS

Micron LEHI Conceptual Plan

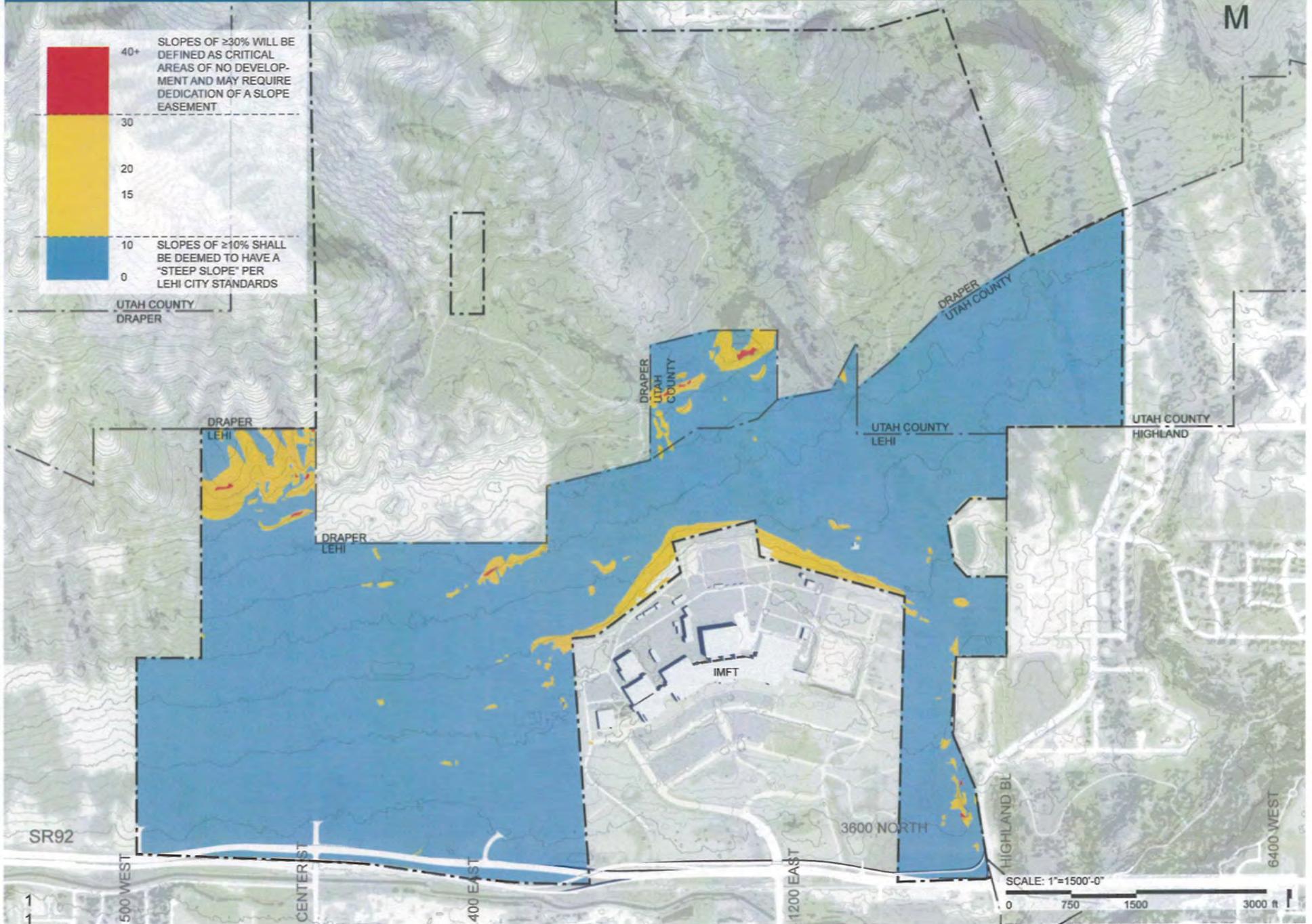
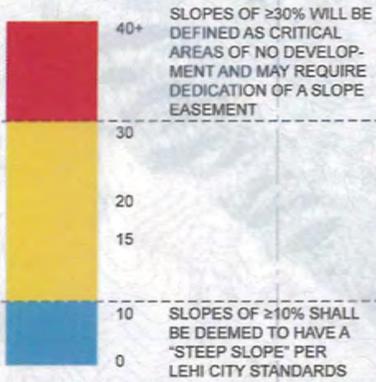
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DEVELOPMENT SLOPE RESTRICTIONS

Micron LEHI Conceptual Plan

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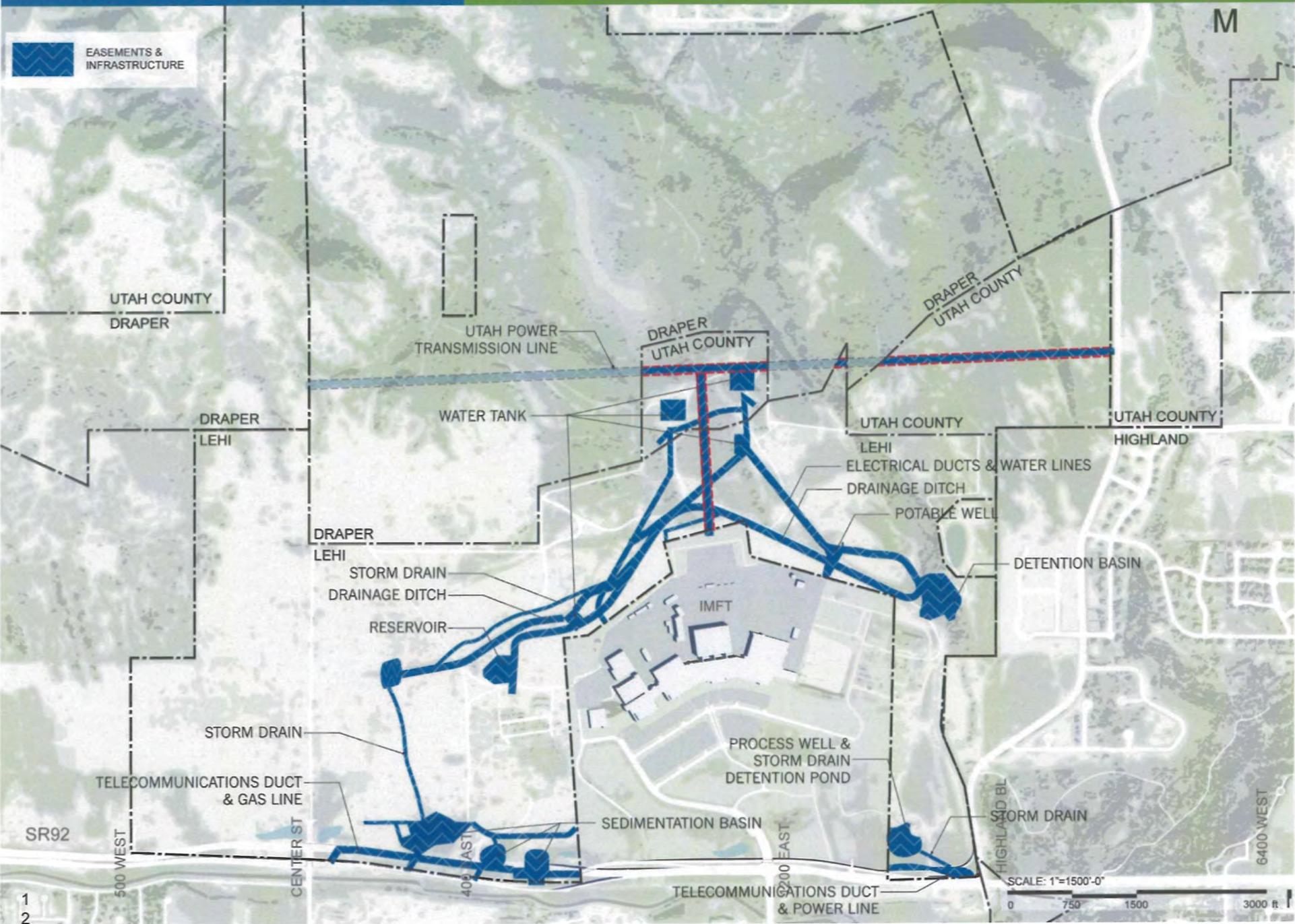


EXISTING EASEMENTS + INFRASTRUCTURE

Micron LEHI Conceptual Plan

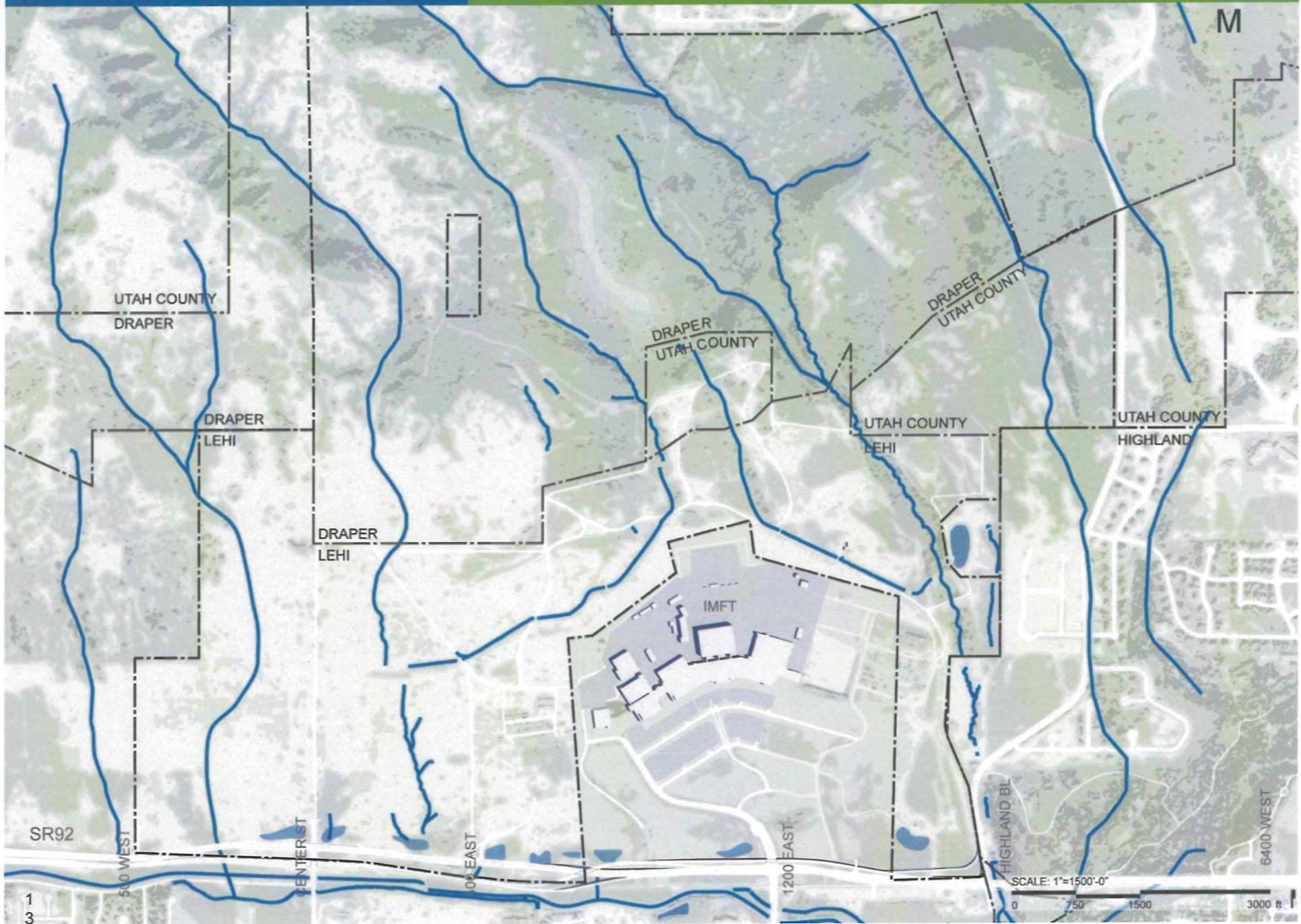
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EASEMENTS & INFRASTRUCTURE



1
2

EXISTING DRAINAGE CORRIDORS



1
3

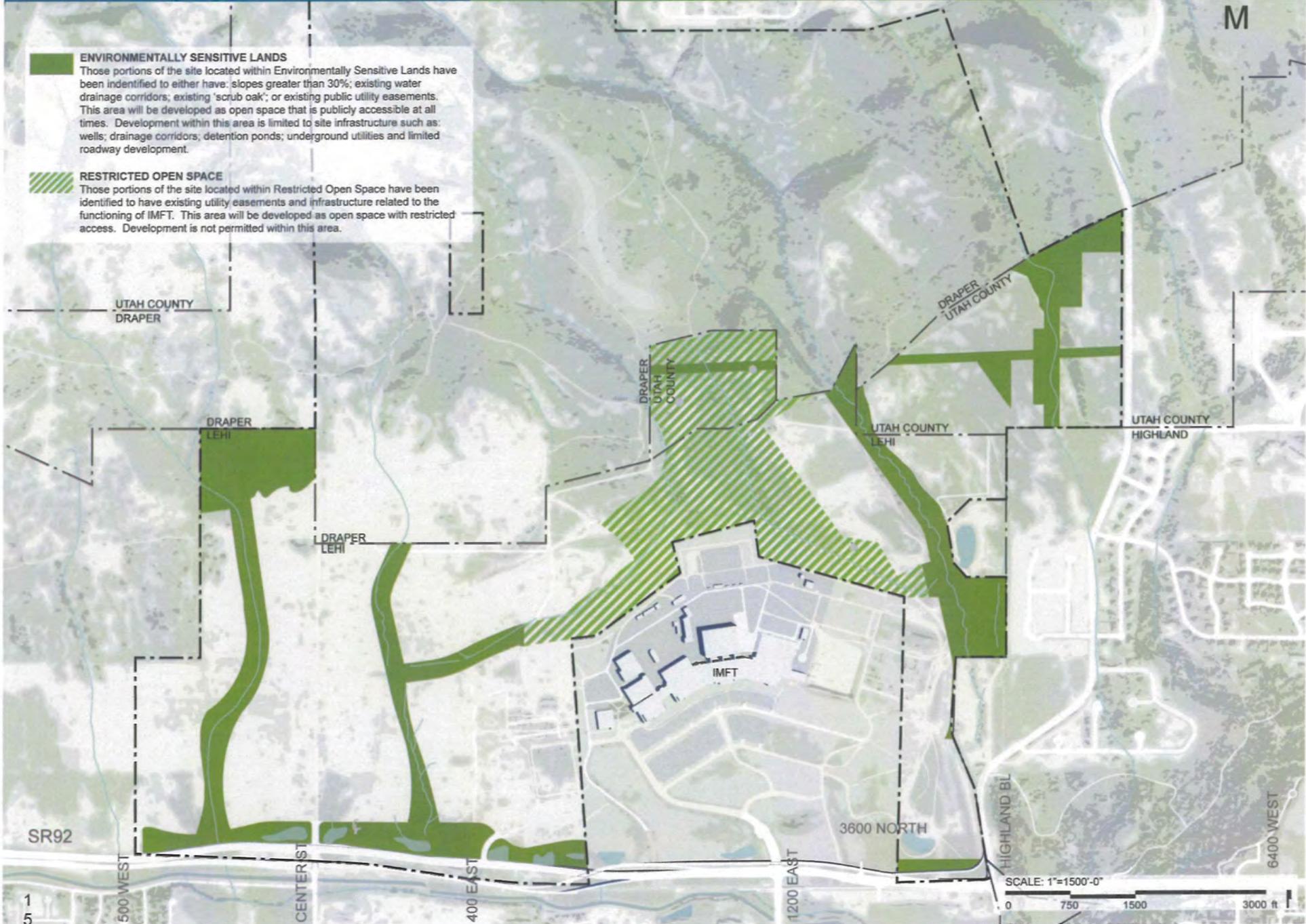
SCALE: 1"=1500'-0"
0 750 1500 3000 ft

EXISTING SCRUB OAK



EXISTING GREEN FRAMEWORK

- ENVIRONMENTALLY SENSITIVE LANDS**
Those portions of the site located within Environmentally Sensitive Lands have been identified to either have: slopes greater than 30%; existing water drainage corridors; existing 'scrub oak'; or existing public utility easements. This area will be developed as open space that is publicly accessible at all times. Development within this area is limited to site infrastructure such as: wells; drainage corridors, detention ponds; underground utilities and limited roadway development.
- RESTRICTED OPEN SPACE**
Those portions of the site located within Restricted Open Space have been identified to have existing utility easements and infrastructure related to the functioning of IMFT. This area will be developed as open space with restricted access. Development is not permitted within this area.



Development Framework



Greenways

A series of “Greenways” follow existing site features such as natural drainage corridors, existing scrub oak and existing detention ponds. Greenways will be dedicated to the City of Lehi and reserved as Environmentally Sensitive Lands. They will include expanded drainage corridors, new detention ponds and new areas planted with scrub oak and will be publicly accessible open spaces that include recreation areas, trails and zones for native habitat. Landscaping and planting will be focused on native plantings and water-wise conservation practices. Greenways will connect to the existing Bonneville Shoreline Trail and will include new trailheads.

As the area plan is developed, public trails that interconnect to Master Planned trails and Traverse Mountain Trails will be added.

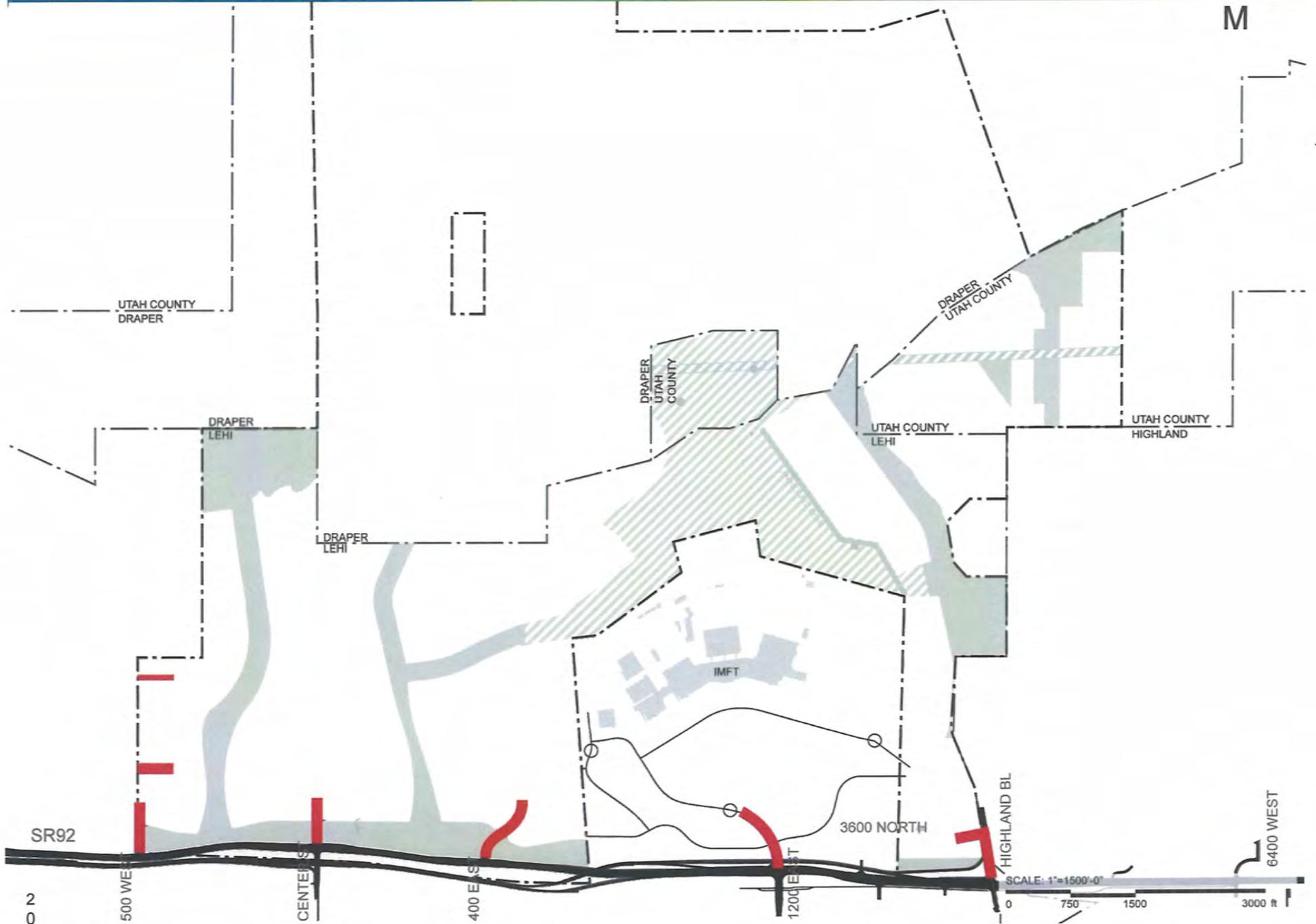


Roadways

Access to the site is primarily off of SR-92 to the south with access points at 500 West, Center Street, 400 East and Highland Boulevard. The existing access to IMFT at 1200 East will remain.

The road geometry for the site is based on the utilization of three main addressing roads and a main connector road. These include a "Commercial Addressing Road", a "Commercial – Technical/Manufacturing Addressing Road", a "Residential Addressing Road" and a "Social Heart Connector Road". In addition there will be access to adjacent properties to the west and Highland Boulevard to the east, allowing east-west connectivity across the Micron property. The Residential Addressing Road (500 West) will continue to the north into Draper in the future.

The size and classification of roads will need to be functionally reclassified as a part of the area plan.



2
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500 WE

CENTER S

400 E S

1200 E S

3600 NORTH

HIGHLAND BL

6400 WEST

SCALE: 1"=1500'-0"

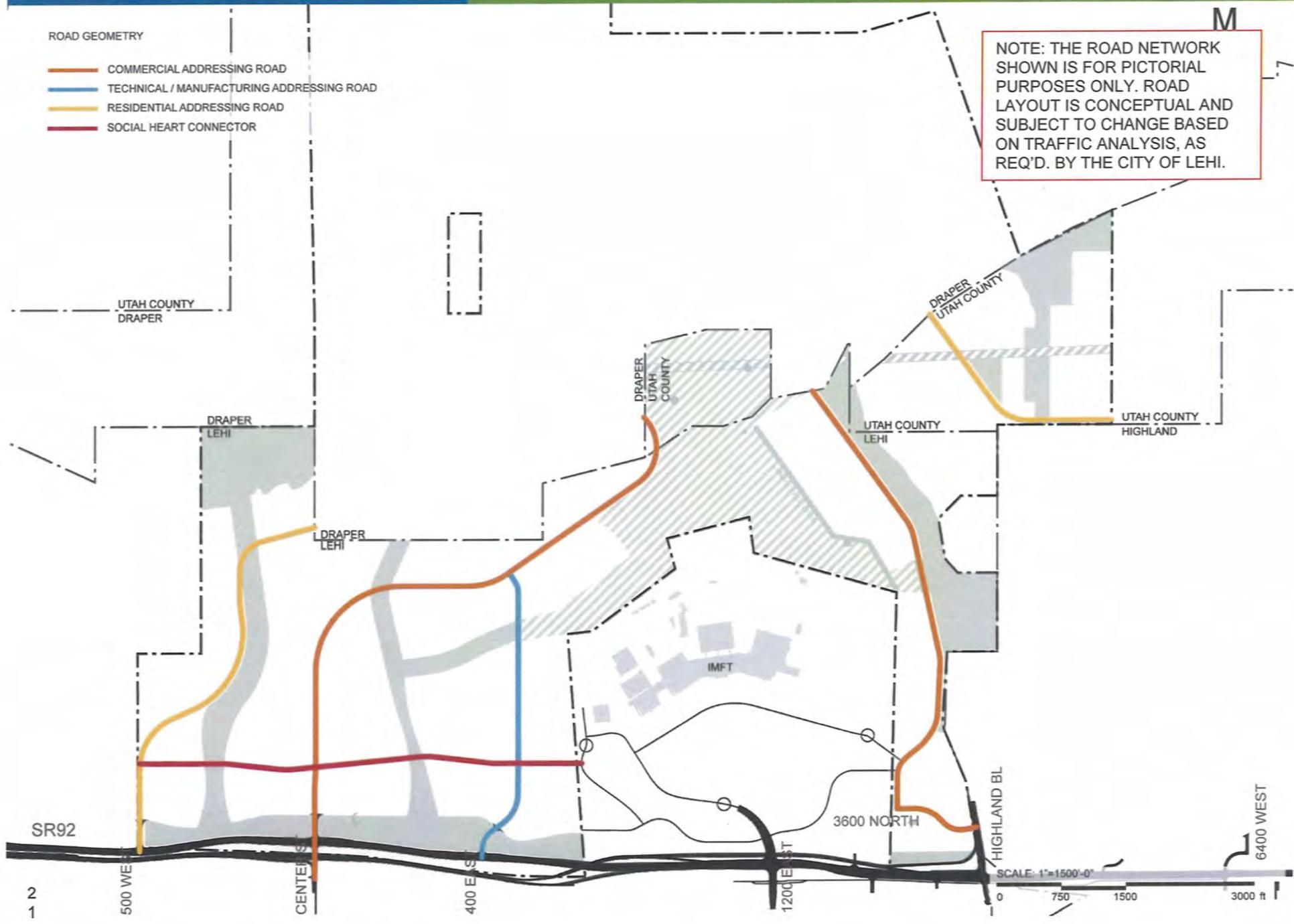
0 750 1500 3000 ft

ROAD GEOMETRY

ROAD GEOMETRY

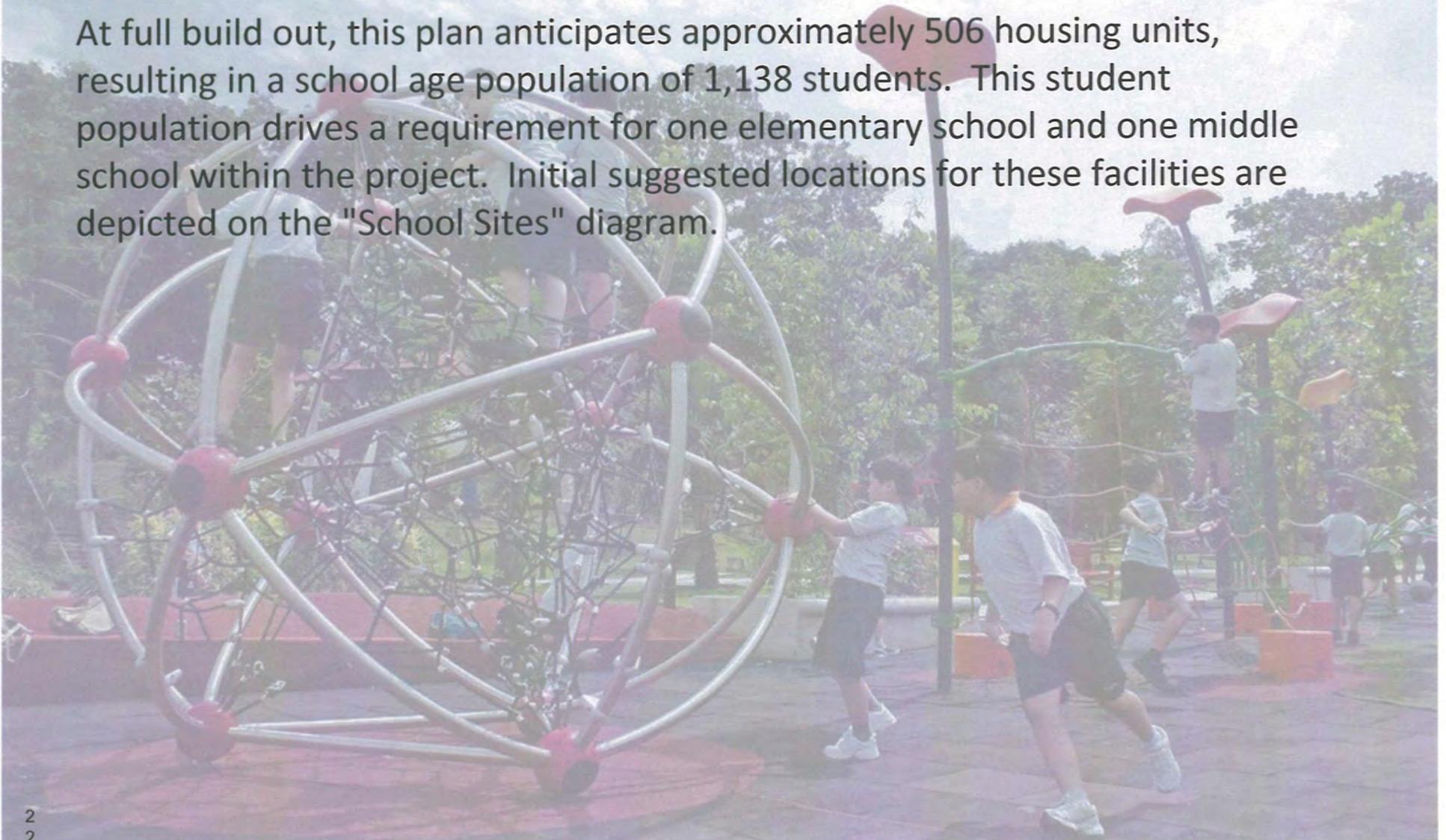
- COMMERCIAL ADDRESSING ROAD
- TECHNICAL / MANUFACTURING ADDRESSING ROAD
- RESIDENTIAL ADDRESSING ROAD
- SOCIAL HEART CONNECTOR

NOTE: THE ROAD NETWORK SHOWN IS FOR PICTORIAL PURPOSES ONLY. ROAD LAYOUT IS CONCEPTUAL AND SUBJECT TO CHANGE BASED ON TRAFFIC ANALYSIS, AS REQ'D. BY THE CITY OF LEHI.



Schools

At full build out, this plan anticipates approximately 506 housing units, resulting in a school age population of 1,138 students. This student population drives a requirement for one elementary school and one middle school within the project. Initial suggested locations for these facilities are depicted on the "School Sites" diagram.



SCHOOL SITES

- PROVIDE 1 ELEMENTARY SCHOOL AND 1 MIDDLE SCHOOL FOR ALPINE SCHOOL DISTRICT

- (2) SCHOOLS = 28.8 AC

- PLAYGROUNDS & PLAYING FIELDS MAY BE SHARED WITH GENERAL PUBLIC

UTAH COUNTY
DRAPER

ELEMENTARY SCHOOL
8.8 AC

DRAPER
UTAH COUNTY

UTAH COUNTY
LEHI

UTAH COUNTY
HIGHLAND

MIDDLE SCHOOL
+ PARK
20.0 AC

DRAPER
LEHI

DRAPER
LEHI

IMFT

SR92

500 WEST

CENTER STREET

400 EAST

1200 EAST

3600 NORTH

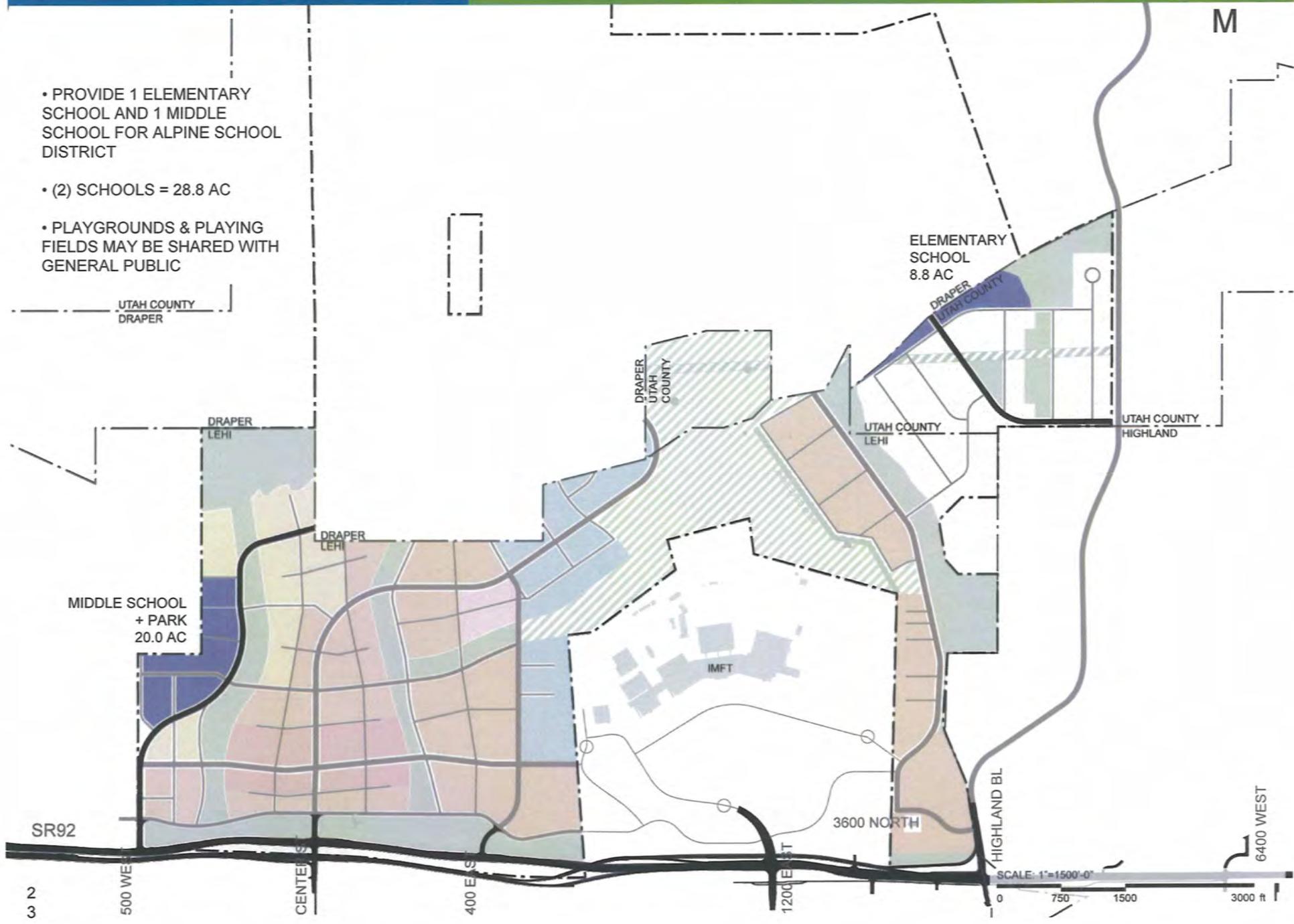
HIGHLAND BL

6400 WEST

SCALE: 1"=1500'-0"

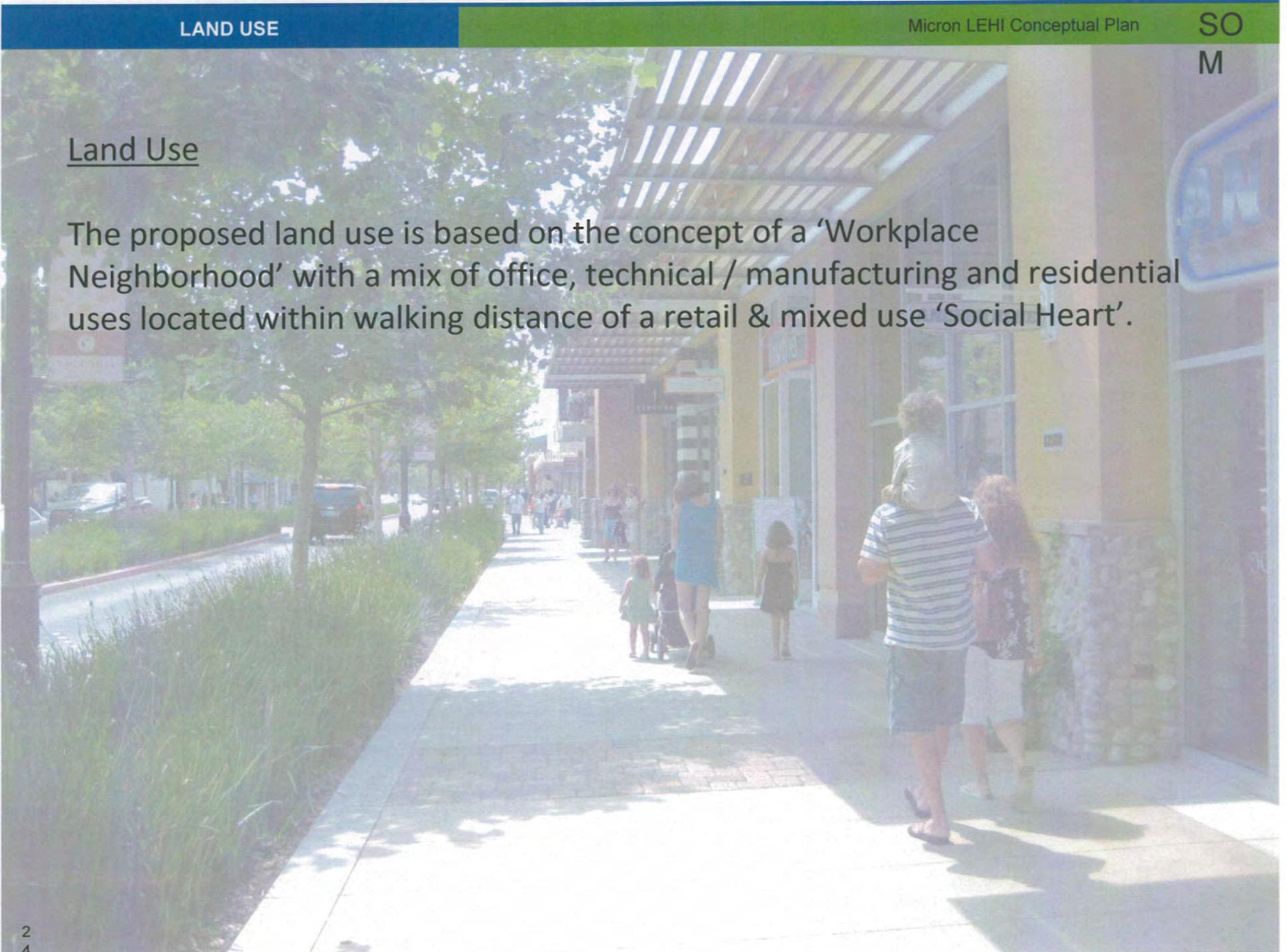


2
3



Land Use

The proposed land use is based on the concept of a 'Workplace Neighborhood' with a mix of office, technical / manufacturing and residential uses located within walking distance of a retail & mixed use 'Social Heart'.



OVERALL VISION PLAN

Micron LEHI Conceptual Plan

SO
M

- OFFICE
- TECHNICAL / MANUFACTURING
- RETAIL & MIXED USE
- PUBLIC
- MULTI-FAMILY HOUSING
- SINGLE FAMILY HOUSING
- SCHOOL / PARK
- OPEN SPACE
- RESTRICTED OPEN SPACE
- NON-DEVELOPABLE AREA

NOTE: THE ROAD NETWORK SHOWN IS FOR PICTORIAL PURPOSES ONLY. ROAD LAYOUT IS CONCEPTUAL AND SUBJECT TO CHANGE BASED ON TRAFFIC ANALYSIS, AS REQ'D. BY THE CITY OF LEHI.



2
5

500 WEST

CENTER ST

400 EAST

1200 EAST

3600 NORTH

HIGHLAND BL

6400 WEST

SCALE: 1"=1500'-0"

0 750 1500 3000 ft

LAND USE PLAN

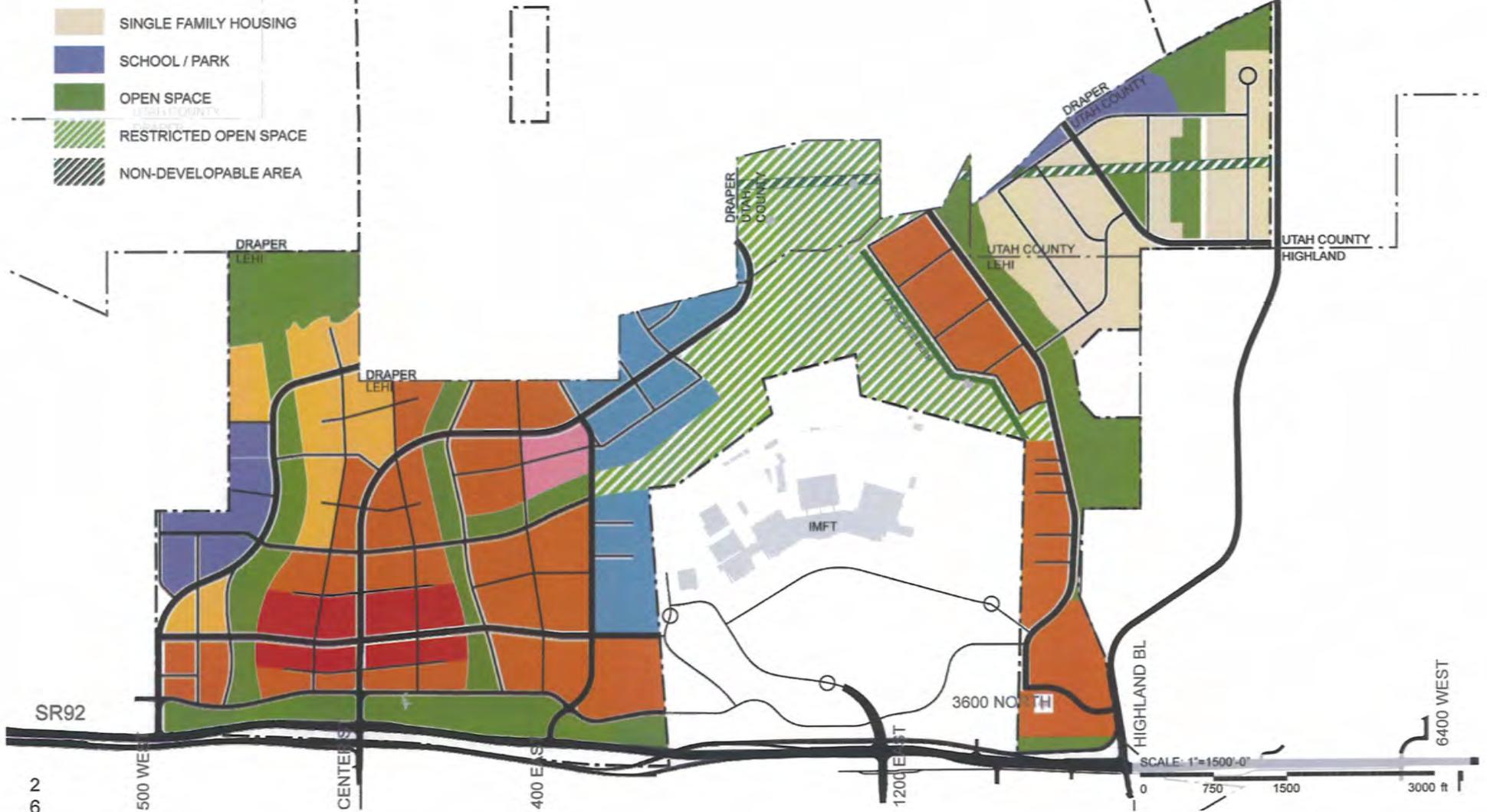
Micron LEHI Conceptual Plan

SO

M

- OFFICE
- TECHNICAL / MANUFACTURING
- RETAIL & MIXED USE
- PUBLIC
- MULTI-FAMILY HOUSING
- SINGLE FAMILY HOUSING
- SCHOOL / PARK
- OPEN SPACE
- RESTRICTED OPEN SPACE
- NON-DEVELOPABLE AREA

NOTE: THE ROAD NETWORK SHOWN IS FOR PICTORIAL PURPOSES ONLY. ROAD LAYOUT IS CONCEPTUAL AND SUBJECT TO CHANGE BASED ON TRAFFIC ANALYSIS, AS REQ'D. BY THE CITY OF LEHI.





Per LAND USE Plan								Parking			Building		Landscape/ Site
Block I.D. No.	Use Type	Development Area (AC)	Development Area (SF)	Parking Area (SF)	Bldg Footprint Area (SF)	Total Bldg Area (SF)	Percentage of Total Development Area (%)	Spaces Required	Parking Area Required	Parking Area Percentage of Dvlpt Area	Bldg Footprint Area (SF) per planning code, based on SOM parking areas	Building Area Percentage of Dvlpt Area	Landscape Area Percentage of Dvlpt Area
	TOTAL OFFICE	191.3	8,547,733	4,702,563	1,651,629	4,954,887	27.5%	14,865	4,459,398	55.0%	1,741,690	19.3%	25.7%
	TOTAL TECHNICAL / MANUFACTURING	46.7	2,034,252	805,800	742,400	742,400	6.5%	1,856	806,731	39.6%	610,276	36.5%	23.9%
	TOTAL RETAIL & MIXED USE	29.3	1,275,954	638,710	297,990	893,970	4.1%	2,682	804,573	50.1%	212,903	23.4%	26.6%
	TOTAL PUBLIC	7.4	324,276				1.0%						
	TOTAL MFH	41.7	1,815,487				5.8%						
	TOTAL SFH	76.6	3,338,780				10.7%						
	TOTAL SCHOOL / PARK	28.8	1,256,808				4.0%						
	TOTAL OPEN SPACE	157.6	6,769,738				21.8%						
	REST. OPEN SPACE	122.5	5,336,937				17.2%						
	NON-DEVELOPABLE SPACE	8.7	376,853				1.2%						
	TOTAL DEVELOPMENT	710.7	31,074,818	1,444,310	1,040,390	1,838,370	100%						
	870 AC (Lehi+Utah Co.), 1765 AC (Total)												

Residential Land Use					
Multi Family Housing					
Block #	Acres	MFH Type	ERU's	Density	
20	1.9	Townhouse	11	6	
21	2.8	Townhouse	17	6	
44	3.2	Townhouse	19	6	
46	3.6	Townhouse	22	6	
64	6.7	Condominium	80	12	
67	3.0	Townhouse	18	6	
68	5.1	Apartment	61	12	
70	4.2	Townhouse	25	6	
71	3.7	Apartment	45	12	
82	5.1	Condominium	61	12	
83	2.4	Apartment	29	12	
Total	41.7		388		

Single Family Housing					
Block #	Acres	SFH Type	ERU's	Density	
131	8.0	Detached	16	2	
131A	2.7	Detached	5	2	
133	6.8	Detached	14	2	
133A	5.4	Detached	11	2	
134	4.2	Detached	8	2	
134A	9.1	Detached	18	2	
135	5.8	Detached	6	1	
136	1.4	Detached	1	1	
139	3.5	Detached	7	2	
141	6.5	Detached	7	1	
142	3.3	Detached	7	2	
143	5.9	Detached	12	2	
144	2.6	Detached	5	2	
146	3.9	Detached	4	1	
147	7.5	Detached	15	2	
Total	76.6		136		

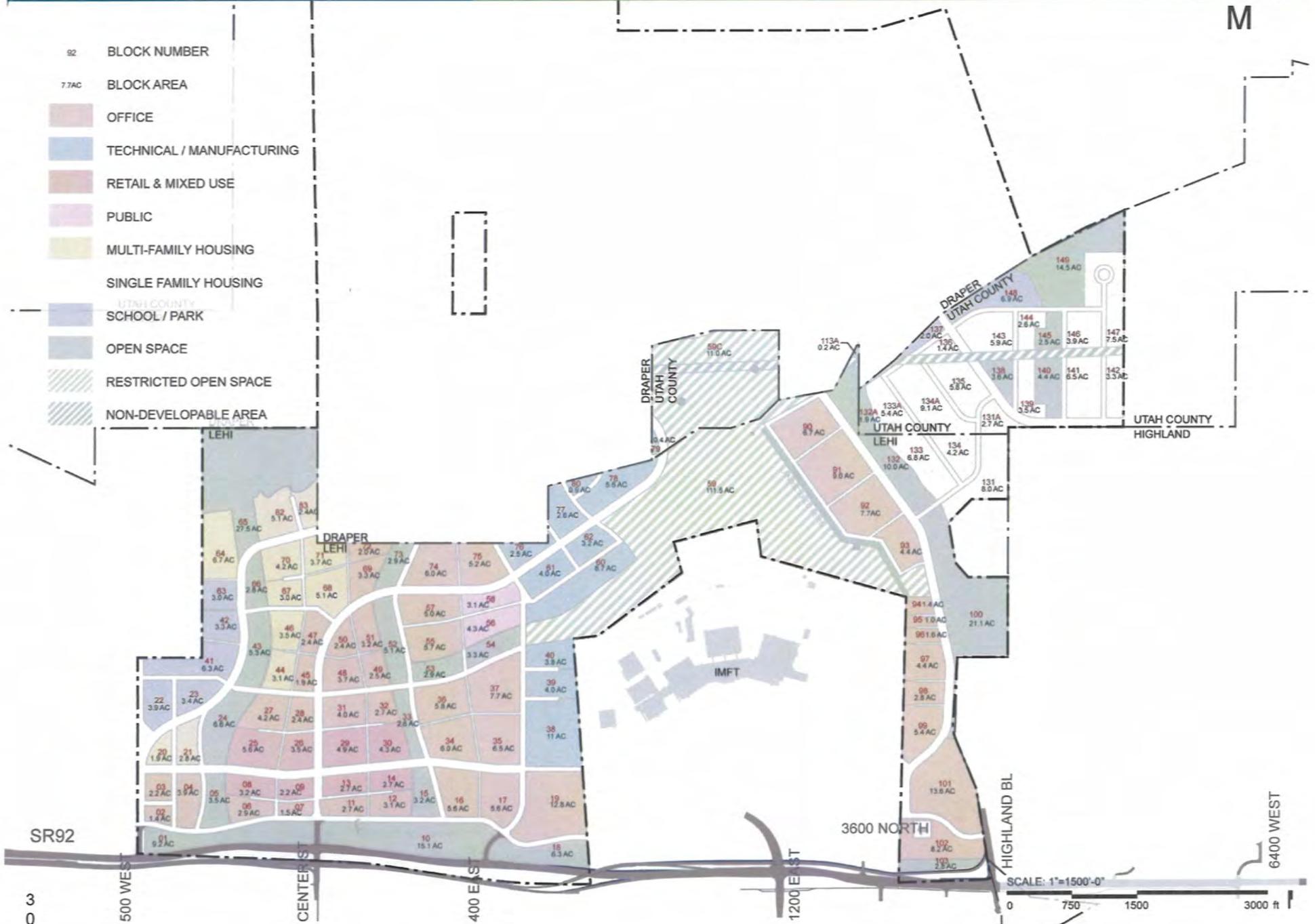
Total MFH + SFH ERU's = 524
 Total Students: 524 x 2.25 = 1,179

LAND USE AREA PLAN

Micron LEHI Conceptual Plan

SO
M

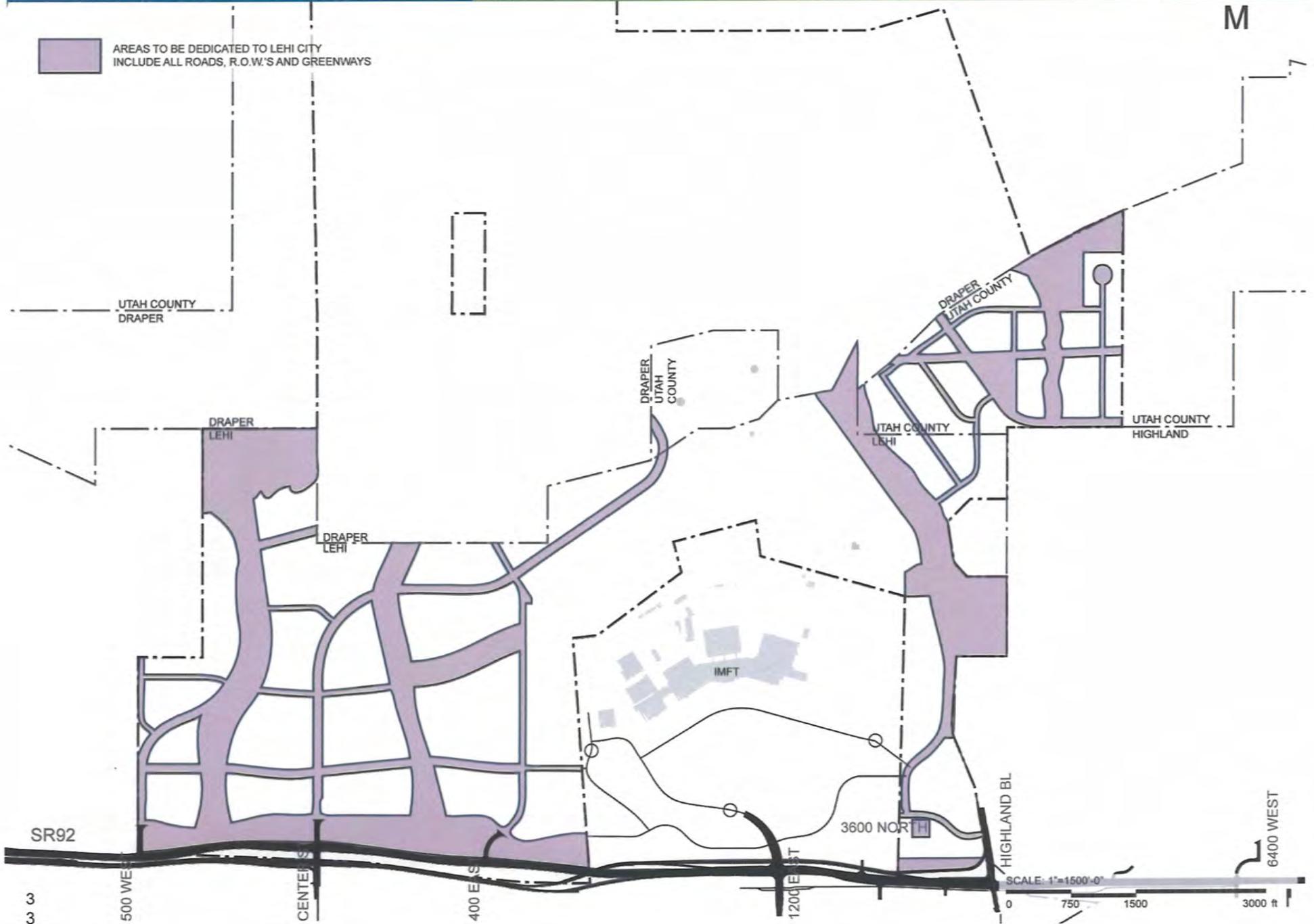
- 92 BLOCK NUMBER
- 7.7AC BLOCK AREA
- OFFICE
- TECHNICAL / MANUFACTURING
- RETAIL & MIXED USE
- PUBLIC
- MULTI-FAMILY HOUSING
- SINGLE FAMILY HOUSING
- UTAH COUNTY SCHOOL / PARK
- OPEN SPACE
- RESTRICTED OPEN SPACE
- NON-DEVELOPABLE AREA





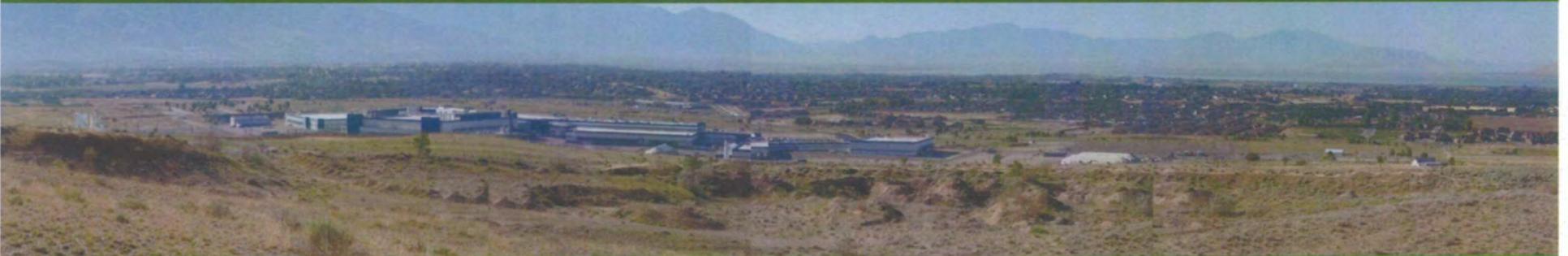
AREAS DEDICATED TO LEHI CITY

AREAS TO BE DEDICATED TO LEHI CITY
INCLUDE ALL ROADS, R.O.W.'S AND GREENWAYS



3
3

Development Standards & Guidelines



Development Standards & Guidelines

Development Standards and Guidelines provide controls for transforming the Micron properties into a walkable, socially vibrant 'Workplace Neighborhood'. The use of these standards and guidelines should achieve an appropriately scaled, cohesive 'Workplace Neighborhood' that is socially engaging, visually attractive and provides a backdrop for a high quality of life. The Design Standards and Guidelines allow for flexibility in the design of individual buildings while imposing a minimum set of reasonable expectations for good design that promote architecture that fits within the natural landscape, streets and paths that promote walking and building designs that foster a direct engagement between the public and private realm.



Fig. 1. Landscaped courtyards & pedestrian paths offer places for people to gather

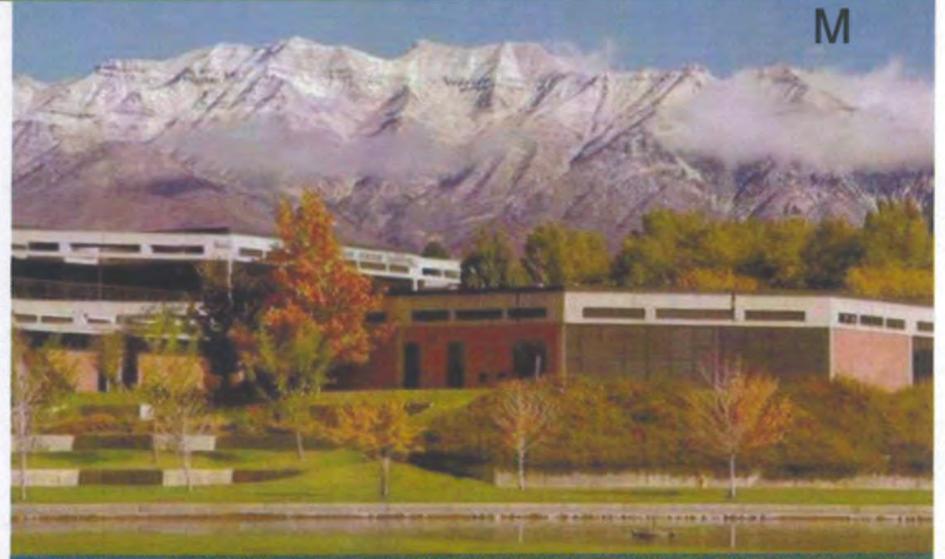


Fig. 2. Buildings are sited with views in mind



Fig. 3. Landscape features include planting, lighting, special pavers & fountains



Fig. 4. Open space facing development incorporates water detention ponds



Fig. 1. Technical / Manufacturing sites to have wide, generously landscaped setbacks, as well as pedestrian sidewalks.



Fig. 2. Monument signs to be sited in the setback, and trees should be planted for shade, but parking should not be in front of the building.



Fig. 1. Retail bays to be every 25-30'. Recessed ground level windows and doors.



Fig. 2. Small professional offices or residential units are above ground-floor retail.

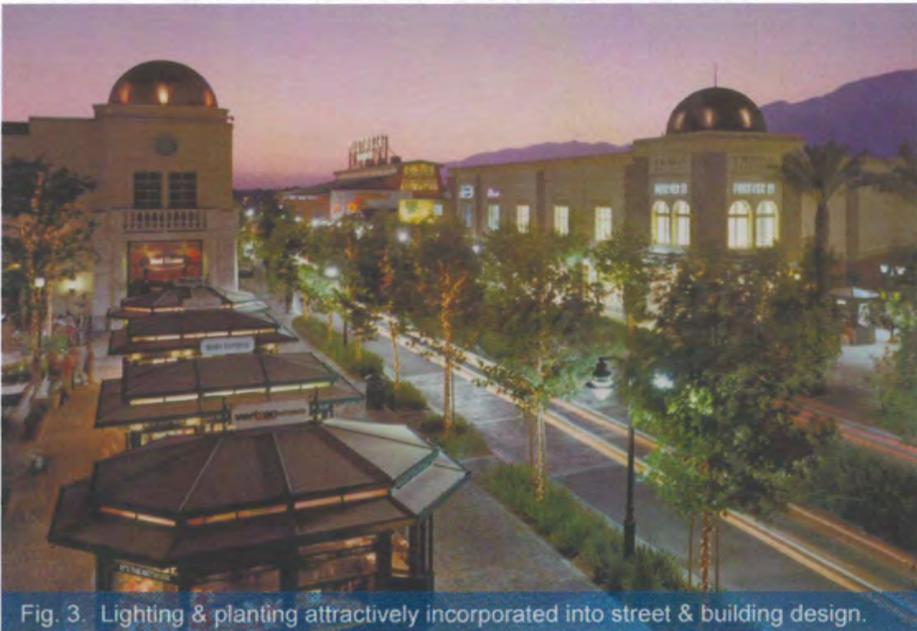


Fig. 3. Lighting & planting attractively incorporated into street & building design.

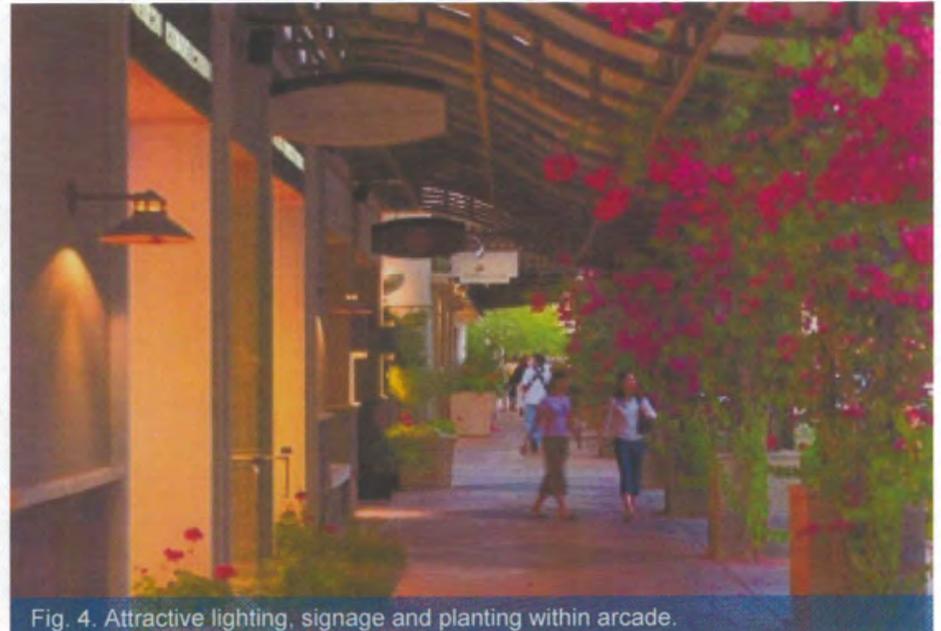


Fig. 4. Attractive lighting, signage and planting within arcade.



Fig. 1. Building materials to be durable and able to respond to harsh weather



Fig. 2. Recessed windows on the façade provide a sense of depth



Fig. 3. Setback provides area for entry stairs, stoop and landscape planting



Fig. 4. Units to have entries, stairs, stoops & porches facing the public R.O.W.



Fig. 1. Building materials to be durable and able to respond to harsh weather

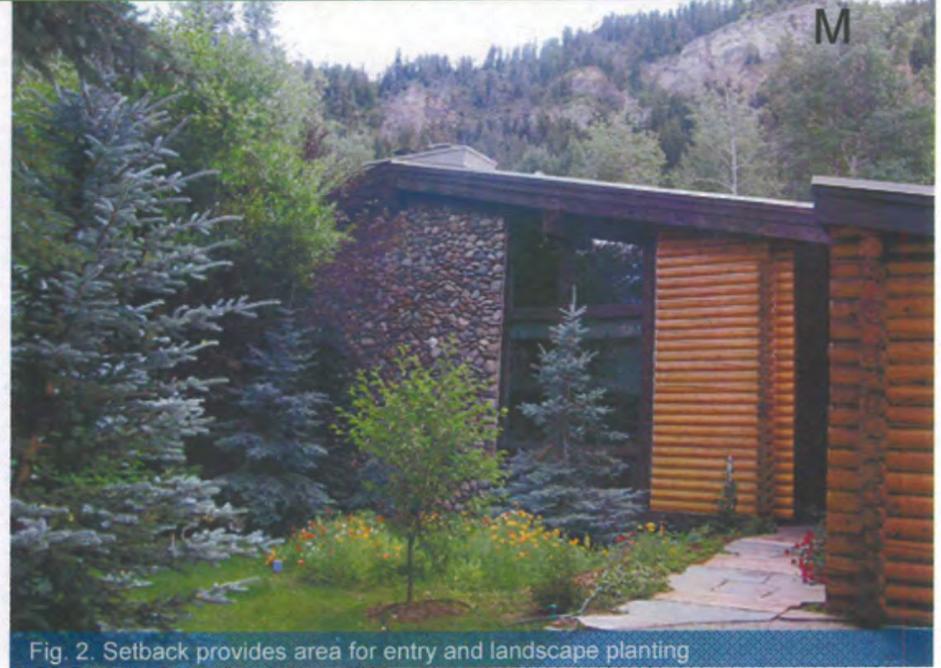


Fig. 2. Setback provides area for entry and landscape planting



Fig. 3. Efficient and sustainable design saves energy, money and materials



Fig. 4. Buildings should be sited with views in mind

- Colors should be comprised of the natural palette of the Wasatch Mountains.



- Colors for Primary Materials should be light in value and warm in tone.
- Earth tones and natural warm tones are encouraged.



- Colors for Secondary Materials should be darker in value and cooler in tone.





Fig. 1. Pavement should be highly reflective and, where possible, pervious.



Fig. 2. Swales help manage stormwater runoff.



Fig. 3. Parking areas may be sloped or terraced to accommodate site grading.



Fig. 4. Tree canopy, or open structures, should provide shade to streets & parking.

Infrastructure

Sewer

The development plans to utilize existing sewer system connection points along SR-92; more particularly, 1200 West, Center Street, 600 East and Highland Boulevard.

Pressurized Irrigation System

A pressurized irrigation system throughout the proposed development will be required including a piping network with reservoirs and sources to serve the development. Surface or subsurface sources may be used depending upon the type of water rights being dedicated to the City.

Culinary Water System

Currently, this area will require a culinary water piping network with tanks and sources to serve the development.

Infrastructure

Storm Water

Existing site waterways will be retained. Existing detention ponds will be retained. Additional detention ponds and reservoirs will be added to meet existing city storm drainage requirements.



LEHI CITY
CITY COUNCIL AGENDA
December 14, 2010

AGENDA ITEM: 9

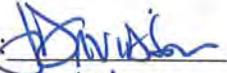
- SUBJECT:**
- a. Hold public hearing on Lehi City's request for approval of an amendment to the Lehi City General Plan Land Use Map on 10.02 acres of property located at approximately 1630 South 300 East from a VLDR (Very Low Density Residential Agriculture) to a PF (Public Facilities) land use designation.
 - b. Consideration of Ordinance # 12-14-10.16 amending Lehi City General Plan Land Use Map on 10.02 acres of property located at approximately 1630 South 300 East from a VLDR (Very Low Density Residential Agriculture) to a PF (Public Facilities) land use designation.

PETITIONER: City Engineer

ACTION REQUESTED BY PETITIONER: Hold public hearing and approve Ordinance

INFORMATION: [Executive Summary](#)
[Ordinance #12-14-10.16](#)

[BACK TO AGENDA](#)

Approved: 
 Date: 12/16/2010

ISSUE

Lehi City – Requests approval of an amendment to the Lehi City General Plan Land Use Map on 10.02 acres of property located at approximately 1630 South 300 East from a VLDR (Very Low Density Residential Agriculture) to a PF (Public Facilities) land use designation.

A. Ordinance Approving

BACKGROUND

Existing General Plan Designation: VLDR (Very Low Density Residential Agriculture)
 Requested General Plan Designation: PF (Public Facilities)

Surrounding Zoning and Land Use:	<i>North</i>	Utah County	Residential/agricultural
	<i>South</i>	A-5	Agricultural
	<i>East</i>	PC	Spring Creek Ranch Townhomes
	<i>West</i>	Utah County	Residential/agricultural

- The Public Facilities (PF) District is established to provide areas for publicly owned buildings and facilities.
1. Lehi City recognizes that, in attempting to serve the general public, there are unique needs that are difficult to address through standard residential or commercial zoning regulations. Therefore, the intent of this zone is to create a balance between the needs of the City and other governmental or public entities and the interests of adjacent property owners, who should be aware of the potential use of neighboring publicly owned lands and have assurance of minimum performance standards.
 2. Some uses in the PF District will be allowed in other zones to initially accommodate public facilities in appropriate areas without undue difficulty; however it is intended that the PF District would then be applied by the City to all such facilities for ease of recognition on the Lehi City Planning Zone Map and accurate statistical indexing of land uses.
 3. The establishment of a PF District may only be initiated by Lehi City; however changes from a PF District to another district may be initiated by any party.
 4. Uses typical to the PF District may include:
 - (a) Public parks, playgrounds, swimming pools, trails and similar public recreation facilities.
 - (b) Public schools.
 - (c) Public cemeteries.
 - (d) Public buildings such as administrative buildings, libraries, courthouse, museums, public safety buildings, and similar structures.
 - (e) Municipal reservoirs, well sites, pump stations, maintenance shops, storage areas and similar public utility buildings and structures.
 - (f) Municipal parking lots and parking areas to serve a public use.

RECOMMENDATION

The DRC reviewed this proposed change to the General Plan on November 10, 2010.

GENERAL COMMENTS:

The DRC has no comments

The Planning Commission reviewed the proposed change to the General Plan on November 18, 2010 and made the following recommendation:

Ed James moved to recommend approval of Lehi City's request for an amendment to the Lehi City General Plan Land Use Map on approximately 10.02 acres of property located at approximately 1530 South 300 East from a VLDRA (Very Low Density Residential Agricultural) to a PF (Public Facilities) land use designation with the recommendation that the City Engineer meet with the surrounding landowners to address water rights, service and concerns and include DRC comments. Second by Carolyn Player. Motion carried unanimous.

If approved as requested the suggested motion would authorize the mayor to sign the ordinance changing the general plan designation from VLDRA(Very Low Density Residential Agriculture) to PF(Public Facilities).



ORDINANCE NO. 12-14-10.16

**ORDINANCE AMENDING THE LAND USE ELEMENT OF
THE LEHI CITY GENERAL PLAN AND THE GENERAL PLAN
LAND USE MAP FOR LEHI CITY
(1630 South 300 East)**

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 November 18, 2010, to review and make a recommendation on the General Plan Amendment located at about 1630 South 300 East from VLDRA(Very Low Density Residential) to PF(Public Facilities) as shown on Exhibit AA@ and forwarded their recommendation to the City Council; and

WHEREAS, the City Council held a public hearing on December 14, 2010, 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 VLDRA to PF.

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 TM to PC on property located at approximately the 1630 South 300 East and more specifically shown on Exhibit AA@ attached hereto.

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

PASSED AND ORDERED POSTED by the Lehi City Council this 14th day of December, 2010.

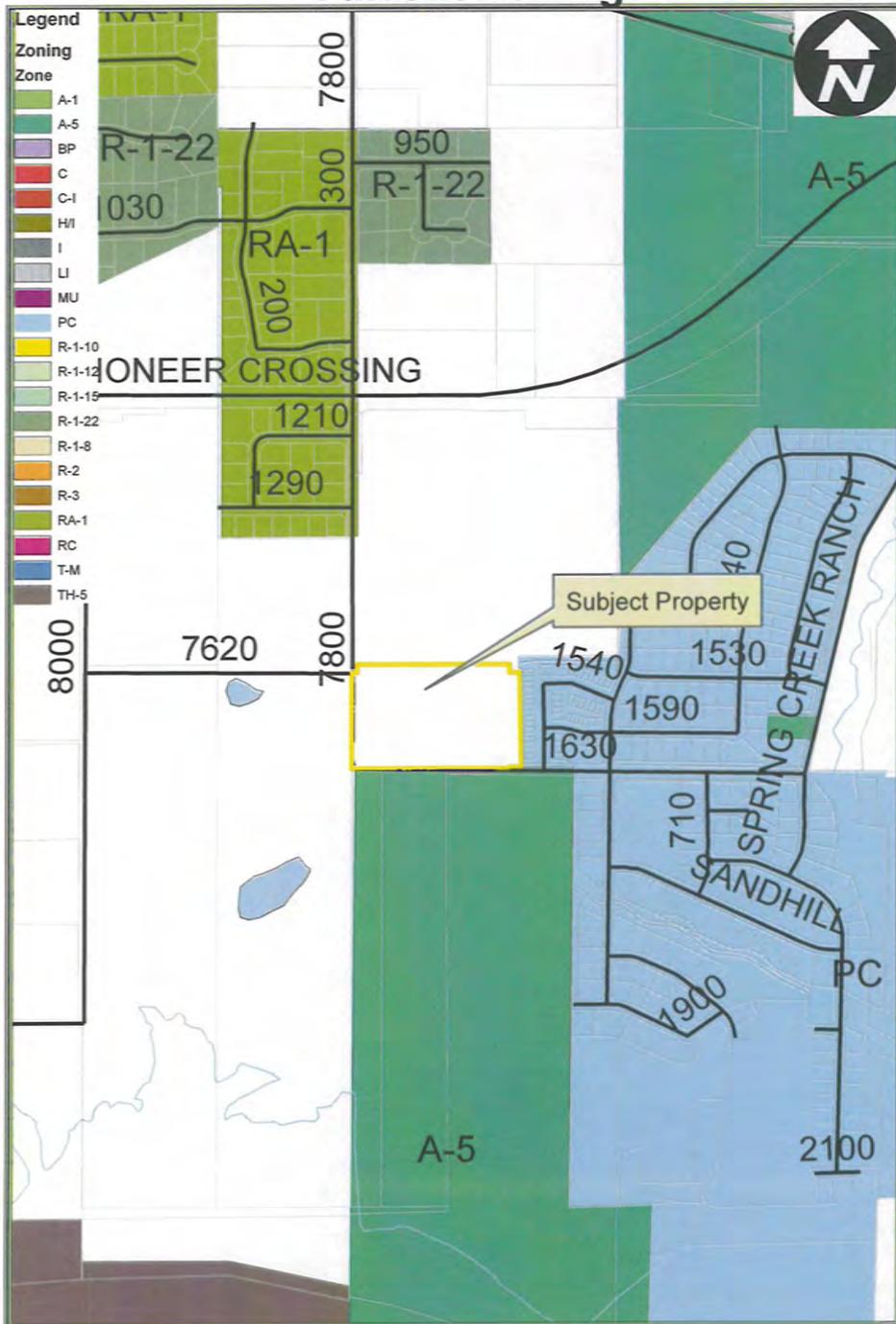
BERT WILSON, Mayor

ATTEST:

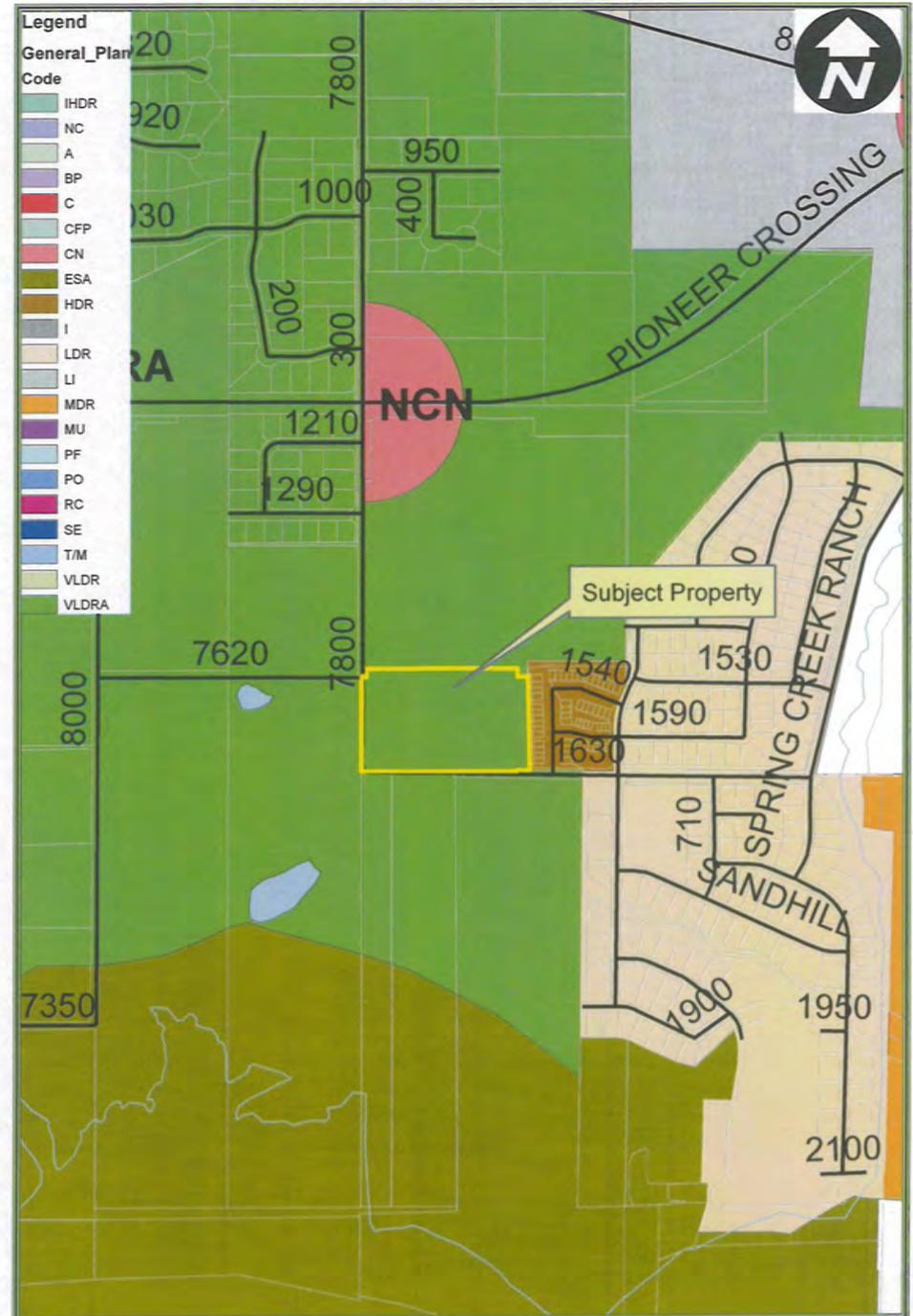
MARILYN BANASKY, City Recorder

Lehi City General Plan Amendment from VLDR to PF

Current Zoning



Current General Plan



LEHI CITY
CITY COUNCIL AGENDA
December 14, 2010

AGENDA ITEM: 10

- SUBJECT:**
- a. Hold public hearing on Lehi City's request for approval of the Spring Creek Reservoir Annexation, 10.02 acres of property located at 1630 South 300 East to a proposed PF (Public Facilities) zone.
 - b. Consideration of Ordinance #12-14-10.17 regarding the Spring Creek Reservoir Annexation, 10.02 acres of property located at 1630 South 300 East to a proposed PF (Public Facilities) zone.

PETITIONER: City Engineer

ACTION REQUESTED BY PETITIONER: Hold public hearing and approve Ordinance

INFORMATION: [Executive Summary](#)
[Ordinance #12-14-10.17](#)

[BACK TO AGENDA](#)

Approved: [Signature]
Date: 12/16/2010

ISSUE

Lehi City – Requests approval of the Spring Creek Reservoir Annexation, 10.02 acres of property located at 1630 South 300 East to a proposed PF (Public Facilities) zone.

- A. Approval of Annexation Agreement
- B. Ordinance Approving

BACKGROUND

Because this property is part of an existing county island, the annexation can be done by resolution.

Surrounding Zoning and Land Use:	<i>North</i>	Utah County	Residential/agricultural
	<i>South</i>	A-5	Agricultural
	<i>East</i>	PC	Spring Creek Ranch Townhomes
	<i>West</i>	Utah County	Residential/agricultural

RECOMMENDATION

DRC reviewed this proposed Annexation on November 4, 2010. A copy of their report is attached.

DRC REPORT:

1. *Critical Issues:*

- None

2. *Location of existing and proposed City facilities:*

- Sewer – 300 East and 1630 South
- Culinary water – 300 East and 1630 South
- Pressurized irrigation – 300 East and 1630 South
- City owned power – Along both roads at 300 East and 1630 South
- Drainage – Drainage would flow to existing open channels

3. *Zoning required or recommended:*

Currently the General Plan identifies this property as VLDR. The requested zone of PF is consistent with this existing Lehi City General Plan Land Use classification. TH-5 is being requested as a temporary zone, with the intention of a future rezoning to Planned Community. The applicant has filed a General Plan Amendment and Concept Plan for the Planned Community General Plan designation concurrent with this annexation request.

4. *Distances to schools/parks/shopping:*
 - Meadow Elementary School – 1.5 miles
 - Junior High School – approximately 2.5 miles
 - Lehi High School – approximately 2 miles
 - North Lake Park – .75 miles
 - Shopping center – approximately 2 miles
5. *Time table for extension of City utility lines and services identified in the Lehi City Capitol Improvements Plan:*

Extension of utilities will be the responsibility of the developer (in this case, the City).
6. *Transportation:*
 - The Lehi City Master Transportation Plan shows 300 East as a Major Arterial Road and 1630 South is a Major Collector. Future road widening will be addressed at the time the reservoir is installed on a phased basis.
7. *Plat deficiencies/comments:*
 - The County Surveyor signature block and verbiage needs to be added to the plat.
 - Need to identify zoning, tax ID # and acreage on the subject parcel on the annexation plat.
 - Need to show the road centerlines on the annexation plat.

The Planning Commission reviewed the proposed change to the General Plan on November 18, 2010 and made the following recommendation:

Ed James moved to recommend approval of Lehi City's request for the Spring Creek Reservoir Annexation, approximately 10 acres of property located at approximately 1630 South 300 East to a proposed Public Facilities zone with the recommendation that the City Engineer meet with the surrounding landowners to address water rights, service and concerns and include DRC comments. Second by Carolyn Player. Motion carried unanimous.

If approved, the suggested motion needs to include authorization for the Mayor to sign the Ordinance and Annexation Agreement in behalf of the City.



ORDINANCE NO. 12-14-10.17

AN ORDINANCE APPROVING THE ANNEXATION OF THE SPRING CREEK RESERVOIR ANNEXATION TO LEHI CITY

WHEREAS, the Lehi City Council has adopted a resolution of intent to annex real property known as the Spring Creek Reservoir Annexation, located at 1630 South 300 East and further identified by Exhibit “A” pursuant to the provisions of Section 10-2-418 of the Utah Code; and

WHEREAS, the Lehi City Planning Commission conducted a public hearing on the proposed zoning on November 18, 2010, after having published notice as required by law, and

WHEREAS, the Lehi City Council conducted a public hearing on the 14th day of December 2010, after having published notice as also required by Section 10-2-418 of the Utah Code; and

WHEREAS, the Lehi City Council noted that there were no protests filed to defeat the annexation as required by Section 10-2-418 of the Utah Code.

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

Section 1. The Lehi City Council finds that the proposed annexation of Spring Creek Reservoir Annexation as more fully described on the transparent reproducible Annexation Plat and the attached Exhibit “A”, in the judgment of Lehi City, meets the standards set forth in Section 10-2-418 of the Utah Code.

Section 2. The area as specifically described in the Annexation Plat is hereby annexed to Lehi City, subject to compliance with the terms and provisions of the Annexation Agreement, a copy of which is attached hereto.

Section 3. Pursuant to Utah Code Ann. §10-9-406, the City Council hereby assigns the PF zoning district designation to the territory depicted on the Annexation Plat which is being annexed to Lehi City by this ordinance, and further directs that the Official Zoning District Map of Lehi City be amended to show the area as part of Lehi City with the new zoning district designation.

Section 4. The City Recorder is hereby directed to file the transparent reproducible Annexation Plat, together with a certified copy of this ordinance in the office of the Utah County Recorder when all Provisions of the Annexation Agreement have been complied with which are conditions precedent to the Annexation.

Section 5. This ordinance shall become effective following subsequent publication as provided by law. However, this ordinance shall not become effective and the mayor shall not be authorized to sign the same until all conditions and requirements of the annexation agreement have been completed which were conditions precedent to the approval of this annexation.

PASSED AND ORDERED POSTED by the Lehi City Council this 14th day of December, 2010.

BERT WILSON, Mayor

ATTEST:

MARILYN BANASKY, City Recorder

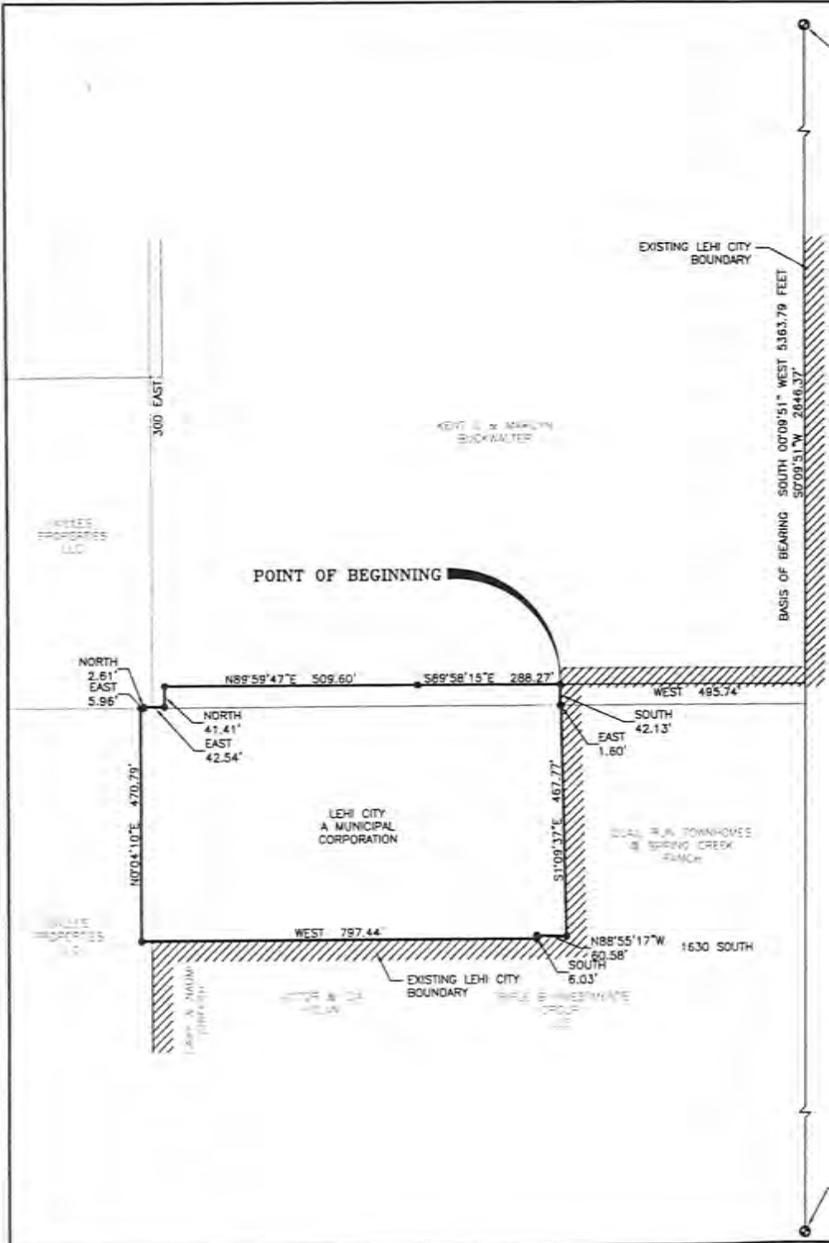
EXHIBIT "A"

COMMENCING AT A POINT WHICH IS SOUTH $00^{\circ}09'51''$ WEST 2646.37 FEET ALONG THE QUARTER SECTION LINE AND WEST 495.74 FEET FROM THE NORTH QUARTER CORNER OF SECTION 21, TOWNSHIP 5 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, SAID POINT ALSO BEING A CORNER OF A FENCE BETWEEN QUAIL RUN TOWNHOMES @ SPRING CREEK RANCH AND KENT G. AND MARILYN BUCKWALTER; THENCE SOUTH 42.13 FEET; THENCE EAST 1.60 FEET; THENCE SOUTH $01^{\circ}09'37''$ EAST 467.77 FEET; THENCE NORTH $88^{\circ}55'17''$ WEST 60.58 FEET; THENCE SOUTH 6.03 FEET; THENCE WEST 797.44 FEET TO AN EXISTING FENCE; THENCE NORTH $0^{\circ}04'10''$ EAST 470.79 FEET ALONG SAID EXISTING FENCE; THENCE EAST 5.96 FEET; THENCE NORTH 2.61 FEET; THENCE EAST 42.54 FEET; THENCE NORTH 41.41 FEET TO AN EXISTING FENCE; THENCE NORTH $89^{\circ}59'47''$ EAST 509.60 FEET ALONG SAID FENCE; THENCE SOUTH $89^{\circ}58'15''$ EAST 288.27 FEET ALONG SAID FENCE TO THE POINT OF BEGINNING.

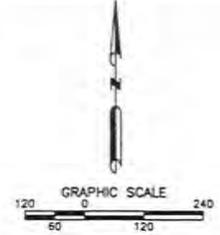
CONTAINING 10.0208 ACRES

BASIS OF BEARING: UTAH STATE PLANE COORDINATE SYSTEM - CENTRAL ZONE:

S. $00^{\circ}09'51''$ W. FROM THE NORTH QUARTER CORNER OF SECTION 21 TO THE SOUTH QUARTER CORNER OF SECTION 21. NAD 27 BEARING.



NORTH QUARTER CORNER OF SECTION 21
T5S, R1E,
S.L.B. & M.



- LEGEND**
- SECTION CORNER
 - ANNEXATION CORNER
 - ANNEXATION BOUNDARY LINE
 - EXISTING PARCEL LINE
 - SECTION LINE
 - ▨ EXISTING LEHI CITY CORPORATE CITY LIMITS

LOCATED IN THE SOUTHWEST QUARTER OF SECTION 21, TOWNSHIP 5 SOUTH, RANGE 1 EAST SALT LAKE CITY BASE & MERIDIAN LEHI CITY, UTAH COUNTY, UTAH



VICINITY MAP
NOT TO SCALE

SOUTH QUARTER CORNER OF SECTION 21
T5S, R1E,
S.L.B. & M.

This drawing is the property of CIVIL SCIENCE and is not to be reproduced, modified or used for any other project or extension of this project except by agreement with said company.

CIVIL SCIENCE
SURVEYING - PLANNING - ENGINEERING
5180 East Clubhouse Drive
Lehi, UT 84042
PHONE (801)768-7800 FAX (801)768-7800

SURVEYOR'S STATEMENT

I HEREBY CERTIFY THAT THIS IS A TRUE AND ACCURATE MAP OF THE TRACT OF LAND TO BE ANNEXED INTO THE
CITY OF LEHI, UTAH COUNTY, UTAH.

BOUNDARY DESCRIPTION

COMMENCING AT A POINT WHICH IS SOUTH 00°09'51" WEST 2646.37 FEET ALONG THE QUARTER SECTION LINE AND WEST 495.74 FEET FROM THE NORTH QUARTER CORNER OF SECTION 21, TOWNSHIP 5 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, SAID POINT ALSO BEING A CORNER OF A FENCE BETWEEN QUAL RUN TOWNHOMES @ SPRING CREEK RANCH AND KENT G. AND MARILYN BUCKWALTER; THENCE SOUTH 42.13 FEET; THENCE EAST 1.60 FEET; THENCE SOUTH 01°09'37" EAST 467.77 FEET; THENCE NORTH 88°55'17" WEST 60.58 FEET; THENCE SOUTH 8.03 FEET; THENCE WEST 787.44 FEET TO AN EXISTING FENCE; THENCE NORTH 0°04'10" EAST 470.79 FEET ALONG SAID EXISTING FENCE; THENCE EAST 5.96 FEET; THENCE NORTH 2.61 FEET; THENCE EAST 42.54 FEET; THENCE NORTH 41.41 FEET TO AN EXISTING FENCE; THENCE NORTH 89°58'47" EAST 508.60 FEET ALONG SAID FENCE; THENCE SOUTH 89°58'15" EAST 288.27 FEET ALONG SAID FENCE TO THE POINT OF BEGINNING.

CONTAINING 10.0208 ACRES
BASIS OF BEARING: UTAH STATE PLANE COORDINATE SYSTEM - CENTRAL ZONE: S. 00°09'51" W. FROM THE NORTH QUARTER CORNER OF SECTION 21 TO THE SOUTH QUARTER CORNER OF SECTION 21. MAG 27 BEARING.

NOTE: THIS ANNEXATION PLAT IS BASED ON AN OFFICE SURVEY DERIVED FROM THE COUNTY GIS MAPPING, ANNEXATION PLATS, PUBLISHED SECTION LINE DATA, AND RECORDED DEEDS. A FIELD SURVEY WAS NOT PERFORMED TO VERIFY BEARINGS OR DISTANCES OR PUBLISHED COUNTY SECTION LINE DATA.

SURVEYOR _____ DATE _____



ACCEPTANCE BY LEGISLATIVE BODY

THIS IS TO CERTIFY THAT WE, THE UNDERSIGNED LEHI CITY COUNCIL, HAVE ADOPTED A RESOLUTION OF ITS INTENT TO ANNEX THE TRACTS OF LAND SHOWN HEREIN AND HAVE SUBSEQUENTLY ADOPTED AN ORDINANCE ANNEXING SAID TRACTS INTO LEHI CITY, UTAH AND THAT A COPY OF THE ORDINANCE HAS BEEN PREPARED FOR FILING HEREWITH, ALL IN ACCORDANCE WITH UTAH CODE SECTION 103-2-418 AS REVISED, AND THAT WE HAVE EXAMINED AND DO HEREBY APPROVE AND ACCEPT THE ANNEXATION OF THE TRACTS AS SHOWN AS A PART OF SAID CITY AND THAT SAID TRACT OF LAND TO BE KNOWN HEREINAFTER AS THE SPRING CREEK RESERVOIR ANNEXATION.

DATED THIS _____ DAY OF _____ 2010

ATTEST: _____
RECORDER



ANNEXATION PLAT

SPRING CREEK RESERVOIR ANNEXATION

THE CITY OF LEHI, UTAH COUNTY, UTAH,
SCALE: 1" = 120'

THIS FORM APPROVED BY UTAH COUNTY AND THE MUNICIPALITIES THEREIN.

Spring Creek Reservoir Annexation and General Plan Amendment



Subject Property

Legend



Lehi

LEHI CITY
CITY COUNCIL AGENDA
December 14, 2010

AGENDA ITEM: 11

- SUBJECT:**
- a. Hold public hearing on Lehi City's request for review and recommendation of proposed changes to the Lehi City Development Code Chapter 23, Signs.
 - b. Consideration of Ordinance # 12-14-10.18 amending Lehi City Development Code Chapter 23, Signs.

PETITIONER: City Planner

ACTION REQUESTED BY PETITIONER: Hold public hearing and approve Ordinance

INFORMATION: [Executive Summary](#)
[Ordinance #12-14-10.18](#)

[BACK TO AGENDA](#)

Approved: [Signature]
Date: 12/6/2010

ISSUE

Lehi City – Requests approval of proposed changes to the Lehi City Development Code Chapter 23, Signs.

A. Ordinance Approving

BACKGROUND

ANALYSIS

This request entails changes to the Development Code. The changes are described as follows:

This amendment is the result of a year of work by the Planning Staff, and changes suggested by the Planning Commission Work Sessions, and contains some considerable changes to the ordinance. Changes include both clean-up items, as well as more significant changes, including clarifications to the types of signs, construction materials, approval procedures, and enforcement policies. All changes are highlighted and underlined, and the text to be removed is indicated by strikethroughs.

RECOMMENDATION

The DRC reviewed the proposed Code amendments on November 3, 2010

Lehi City – Review of proposed changes to Chapter 23, Signs of the Lehi City Development Code – the DRC discussed the proposed changes, and a few comments were made. The DRC recommends approval of the ordinance as proposed.

Planning Commission reviewed the proposed amendments on November 18, 2010 and made the following recommendations:

Kordel Braley moved to recommend approval of Lehi City's request for proposed changes to the Lehi City Development Code, Chapter 23, Signs with any DRC comments. Second by Ed James. Motion carried unanimous.

If approved, the suggested motion would authorize the Mayor to sign the ordinance approving Chapter 20, Chapter 36 as amended.



ORDINANCE NO. 12-14-10.18

**AN ORDINANCE AMENDING LEHI CITY DEVELOPMENT CODE
CHAPTER 23, SIGNS - BY REPEALING THE PRESENTLY EXISTING
CHAPTER AND ENACTING NEW CORRESPONDING CHAPTER
NUMBERED THE SAME.**

WHEREAS, the Planning Commission reviewed the proposed revisions in a regularly scheduled meeting of the Commission, following a public hearing on November 18, 2010, and forwarded a positive recommendation to the City Council; and

WHEREAS, a public hearing was held by the Lehi City Council on December 14, 2010, after proper notice as required by law, for the purpose of receiving public input to the proposed revisions of the Lehi City Development Code; and

WHEREAS, it is the desire of the Lehi City Council to pass the proposed revisions to Chapter 23 of the Lehi City Municipal Code to clarify the placement of signs.

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

SECTION I

Chapter 23 of the Lehi City Development Code is hereby repealed and the new chapter attached as Attachment A is hereto is hereby passed.

SECTION II

This Ordinance shall take effect immediately after passage by the City Council and subsequent publication as required by law.

**PASSED and ordered posted by the City Council of Lehi City this 14th day of
December 2010.**

BERT WILSON, Mayor

ATTEST:

MARILYN BANASKY, City Recorder

CHAPTER 23**SIGNS**

- Section 23.010. Purpose and intent.
- Section 23.020. General Requirements.
- Section 23.030. Sign Permit Required.
- Section 23.040. Exempt Signs.
- Section 23.050. Sign Approvals.
- Section 23.060. Requirements for Permanent Signs.
- Section 23.070. Requirements for Temporary Signs.
- Section 23.080. Requirements for Off Premise Signs.
- Section 23.090. Prohibited Signs.
- Section 23.100. Measurement of Regulated Sign Area.
- Section 23.110. Sign Theme.
- Section 23.120. Design Guidelines.
- Section 23.130. Application Requirements.
- Section 23.140. Construction and Maintenance Standards.
- Section 23.150. Changes to an Existing Sign.
- Section 23.160. Violations.
- Section 23.170. Non-conforming Signs.
- Section 23.180. Exceptions.

Section 23.010. Purpose and Intent.*(Amended 12/09/08)*

The purpose and intent of this Chapter is to eliminate excessive and confusing sign displays that create potential hazards to motorists, pedestrians, and property, and to maintain a responsible communication system by setting requirements for the location, size, height and lighting of signs that will be compatible with adjoining land uses, architecture and landscape, and that will preserve and improve the aesthetic values and visual qualities of Lehi City.

Section 23.020. General Requirements.*(Amended 9/24/02; 2/28/06; 12/09/08; 07/28/09)*

A. The Uniform Sign Code published by the International Conference of Building Officials and issued in book form, is hereby approved and adopted by Lehi City as the standard for construction for all signs located within the City.

B. Except as otherwise provided in this Chapter, no signs shall be allowed in any residential zone. An exception may be allowed in the RA-1, A-1 and A-5 districts allowing offerings for sale of agricultural products raised on the premises, but the sign shall not exceed ~~six (6)~~sixteen (16) square feet in area per side.~~a.~~

C. All signs shall be constructed, mounted or attached in a safe and secure manner.

C.D. Signs shall not be placed on public property, semaphore poles, utility poles, public/street trees, or within the public right-of-way.

D.E. All signs in Lehi City are subject to a clear view zone as defined in Section 12.070. The area of a corner lot closest to an intersection shall be kept free of visual impairment to allow full view of both pedestrian and vehicular traffic. No sign shall be allowed inside this clear view area unless approved otherwise by the Planning Commission. It shall be the burden of the applicant to demonstrate that placement of a sign in the clear view area will not affect safety or visibility at the intersection. Signs that present a safety hazard as determined by the Lehi City Police Department will not be allowed whether permitted by this Chapter or not.

E.F. Signs shall not be located in a public utility easement unless a determination is made by the Development Review Committee (DRC) that sign placement in the easement can be done in a way that provides adequate access to utilities within the easement. If a sign is proposed to be placed in a public utility easement, the applicant shall provide a written agreement stating that they will be responsible for any costs associated with moving the sign if utility work necessitates moving of the sign.

F.G. Every sign erected or proposed to be erected shall be classified by the Zoning Administrator in accordance with the descriptions contained in this Chapter. Any sign that does not clearly fall into one of the classifications shall be placed in the classification which, in the opinion of the Zoning Administrator, is the most closely related. The decision shall be based on the design, location, and purpose of the sign.

Section 23.030. Sign Permit Required. *(Amended 9/24/02)*

It shall be the responsibility of each new business, or change in existing business, to apply for and receive a sign permit from the City prior to the commencement of construction or erection of a sign.

Section 23.040. Exempt Signs. *(Amended 9/24/02; 4/27/04; 2/28/06; 12/09/08)*

This Chapter is intended to regulate the construction of all advertising signs. Official government signs, street signs, and other public safety signs are hereby declared

exempt. Other exempt signs that do not require a permit include the following:

A. Real estate signs indicating property for sale or lease provided that the sign is located on premise, is kept in good repair and does not exceed nine (9) square feet. The size of a real estate sign indicating property for sale or lease may be increased ~~to provide similar advertising opportunities as other properties in the general vicinity if site distance is determined to be a factor~~ by the Zoning Administrator. ~~The Zoning Administrator will determine allowable additional size, if any, and length of time for display,~~ on a site specific case by case basis. It shall be the responsibility of the applicant to provide sufficient information and detail to justify the requested increase. The exemption provisions in this paragraph do not apply to Temporary Project Signs as defined in Section 23.070 of this Chapter.

B. United States, City, State, Boy Scout, and other political flags and flagpoles less than thirty (30) feet in height in residential or agricultural zones and fifty (50) feet in height in non-residential or Mixed Use zones. ~~Additional height for flagpoles over thirty (30) feet in height~~ may be approved by the Planning Commission as a Conditional Use.

C. Signs advertising community events including City celebrations, public fundraisers, school plays, religious activities and other similar nonprofit activities or events of a community nature. Signs must be removed within twenty-four (24) hours after the event.

D. Political signs promoting a political candidate or political position for an election recognized by Lehi City. ~~Political signs may be erected sixty (60) days prior to the election date and should be removed within fourteen (14) days following the election.~~ The City encourages political signs to be removed within fourteen (14) calendar days following an election. No political sign shall be placed on public property, semaphore poles, utility poles, public/street trees, or within the public right-of-way.

E. Holiday decorations associated with any national, local, or religious holiday.

E.F. Signs indicating the use of an on-premise security system; however the signs must be placed by building entrances and may not exceed two (2) square feet.

E.G. Temporary signs advertising work being done on a property (ie. pest control, lawn care); however signs should be removed within seven (7) calendar days after

the completion of work.

E.H. Garage or yard sale signs, however, the following regulations apply:

1. Signs shall be limited to two (2) signs of four (4) square feet on the property where the sale will take place and three (3) directional signs of two (2) square feet.
2. Directional signs must contain the address of sale location and the date of the sale.
3. Directional signs shall not be allowed on private property without the property owner's permission.
4. Signs shall not be placed on public property, semaphore poles, utility poles, public/street trees, or within the public right-of-way. All signs placed illegally will be removed.
5. Signs may be displayed up to forty-eight (48) hours before the sale, and must be removed within twenty four (24) hours after the sale.

Section 23.050. Sign Approvals.

(Amended 9/24/02; 4/27/04; 2/28/06; 12/09/08)

A. Signs Approved by the Zoning Administrator. Unless otherwise stated in this Chapter, the following signs may be approved by the Zoning Administrator or designee provided that a complete sign permit application has been submitted. Prior to submission of a sign permit application to the Building Department the application shall be reviewed by the Planning Department to ensure compliance with this Chapter. The Zoning Administrator may recommend that any sign be reviewed and approved by the DRC and/or Planning Commission prior to issuance of a sign permit.

1. Awning signs.
2. Canopy Signs (including Canopy Signs for Gas Stations).
3. Directional or Instructional Signs (on premise).
4. Institutional Signs.
5. Model Home Signs.
6. Monument Signs.

~~7. Political Signs.~~

8.7. Projecting Signs.

9.8. Suspended signs

10.9. Subdivision Monument Signs or Nameplates.

11.10. Temporary signs.

12.11. Wall Signs.

12. Drive-thru menu boards

B. Signs Approved by the Planning Commission. The following signs may be approved by the Planning Commission as a Conditional Use provided that a complete sign permit application has been submitted and following review by the Development Review Committee (DRC).

1. Electronic Message Displays (EMDs).

2. Marquees.

3. Menu Boards.

4.3. Pole Signs (on premise).

Section 23.060 Sign Regulations For Permanent Signs. (New 12/09/08)

A. Awning and Canopy Signs.



Signs professionally painted, printed, or sewn on the surface of the awning or canopy material may be allowed subject to the following requirements:

1. Awning and Canopy signs shall be limited to street level businesses only.

2. Signage on an awning or canopy shall be limited to ~~50~~ eighty-five percent (85%) of the awning.

2.3. No sign shall be allowed on top of the roof of any awning or canopy.

B. Canopy Signs.



Signs professionally painted, printed, or sewn on the surface of the canopy material may be allowed subject to the following requirements:

~~1.~~ Signage on a canopy shall be limited to 50% of the canopy face.

~~2.~~ No sign shall be allowed on top of the roof of any canopy.

C. Canopy Signs for Gas Stations.



Canopy Signs over fuel islands may be allowed subject to the following requirements:

1. Sign copy, corporate logos, etc., may be a maximum of fifteen percent (15%) of a canopy face.

2. Individual letters, logos, or symbols may not project above or below the canopy face or project out from the surface of the canopy more than eighteen (18) inches.

3. All canopy illumination and lighting shall be shielded and/or directed toward the ground.

D. Directional or Instructional Signs.



Signs that are designed to provide direction or instruction, define entrances or exits, identify parking areas, or limit access may be allowed subject to the following requirements:

1. Directional or instructional signs shall not exceed four (4) square feet in area or four (4) feet in height, except that multi-tenant projects may be six (6) feet in area, unless otherwise approved by the Zoning Administrator.
2. The number allowed shall be determined by the Zoning Administrator during site plan review and shall be the minimum required for the safe circulation of traffic onto and within a development.

E. Electronic Message Displays (EMDs)



Sign displays capable of displaying words, symbols, figures, or images that can be electronically or mechanically changed by remote or automatic means. This includes, but is not limited to Electronic Message Centers and Electronic Reader Boards. EMDs may be allowed subject to the following requirements:

1. Advertising copy may only advertise business on the same property or within the same project as the sign itself with the exception of public service announcements.
2. EMDs may only be allowed as part of a monument sign, marquee sign, institutional sign, or pole sign, unless otherwise approved by the Planning Commission as a Conditional Use. The EMD portion of the sign shall not exceed fifty percent (50%) of the total allowed sign area and shall in no case exceed forty-eight (48) square feet in area.
3. In order to protect the integrity of the historic

commercial areas of the City, no EMDs shall be permitted along Main Street from 100 East to 400 West or along State Street from Center Street to 300 East.

4. Each message/advertisement displayed on an EMD shall remain “on” and static for a minimum of three (3) six (6) seconds with the exception of video presentations. Flashing, starburst or other similar frame effects are prohibited.
5. No sign shall utilize a white background for greater than or equal to fifty percent (50%) of the sign area.
6. All EMDs are required to comply with the following LED sign illumination requirements:
 - (a) Photocell technology is required to be properly installed for all EMDs to allow for automatic dimming of the intensity of the sign illumination and accommodate varying light conditions.
 - (b) Sign Illumination levels for EMDs shall never, at maximum display intensity, exceed the following levels:

Intensity Level (NITS)		
Color	Daytime (6AM-7PM)	Nighttime (7PM-6AM)
Single or dual color	3,000	500
Full Color	6,000	1,500

The manufacturer shall be required to submit written certification that the light intensity shall not exceed the maximum levels specified in the above table and photocell dimming prior to the issuance of a Sign Permit.

F. Institutional Signs.



Signs erected for institutional uses including, but not limited to, churches, schools, hospitals, public utility companies, libraries, governmental buildings, parks, etc.,

are allowed subject to the following requirements:

1. Monument signs for institutional uses are allowed as set forth in this chapter; ~~however the maximum sign height shall be six (6) feet and the maximum area shall be sixty (60) square feet; however the maximum sign height shall be six (6) feet and the maximum sign area shall be sixty (60) square feet unless otherwise approved by the Zoning Administrator.~~ Planning Commission as a conditional use.
2. Wall signs on institutional buildings are allowed as set forth in this Chapter.
3. Institutional signs with a pole sign design must be approved by the Planning Commission as a Conditional Use subject to the design requirements for pole signs as set forth in this Chapter. The maximum sign height for an institutional pole sign shall be twenty-five (25) feet.

G. Marquee Signs.



A sign structure placed over the entrance of a building, typically a hotel or theatre, with signage on the sides. Marquee Signs may be allowed subject to the following requirements:

1. Marquee signs should blend with the aesthetics of the building on which they are placed.
2. The color, style, size, scale and proportion of the sign should enhance the exterior of the building and not place too much bulk nor be an excessive external distraction on the buildings exterior.

H. Menu Boards.



~~Menu Drive-thru menu boards locations for drive-in and drive-up window restaurants are to be reviewed and approved by the Planning Commission as part of the Site Plan and Conditional Use Permit review. They shall be located behind the front landscaped setback area. One (1) sign with a maximum area of ~~35~~ forty-eight (48) square feet and an additional sign with a maximum area of nine (9) square feet are allowed per lot unless otherwise approved by the Planning Commission as a Conditional Use. Neither sign shall exceed eight (8) feet in height. The changing of copy within these signs does not require a permit.~~

I. Monument Signs



Monument signs may be allowed subject to the following requirements:

1. Monument signs are allowed for any size parcel provided that the parcel has at least sixty (60) lineal feet of street frontage on a public street measured at the front property line.
2. The sign height and area allowed for a monument sign is determined according to the following table:

Monument Sign Table

Street Frontage	Max Sign Height Height including pedestal (in feet)	Max Sign Area (sq ft)
60 to 175 feet	6	60
175 to 200	8	80
201 to 225	11	110
226 or more	14	140

3. The height of a monument sign shall be measured as the distance from the highest point of

the sign to the height of the street curb or sidewalk (including the required pedestal). Monument signs placed within bermed areas may have an additional overall height for each vertical inch of berm directly under the sign. In such cases the entire frontage must have existing or equal berming treatment and the berm shall not exceed an overall height of three (3) feet in height.

4. The width of a monument sign shall not exceed twelve (12) feet measured at the widest point of the sign on a horizontal plane.

5. All monument signs must have at least a one (1) foot opaque pedestal designed as part of the foundation-base of the sign which conceals any pole support. The base shall be as wide as or wider than the sign face. There shall be no copy or sign element on the pedestal. The pedestal shall utilize materials and design elements that relate the sign to the associated building(s). The use of stone, brick or other natural materials is strongly encouraged in the design of monument sign pedestals and frames.

6. Commercial projects or parcels with frontage on more than one street are allowed a monument sign on each associated street frontage. However, the signs must be separated by at least eighty (80) feet as measured diagonally across the property from center to center of both signs and shall be no closer than sixty (60) feet to any other sign (monument or pole) located on the same frontage. The allowed area and height of the signs is determined by the length of the frontage on each fronting street according to the monument sign table.

7. Commercial pads that are within/part of a multi-tenant commercial project may have a separate monument sign subject to the following:

- (a) The lot is contiguous to an arterial street and has at least sixty (60) feet of street frontage.
- (b) The sign must be at least sixty (60) feet away from any other sign (monument or pole) located on the same frontage.
- (c) The sign is consistent with an approved sign theme for the project as required in Section 23.100 of this Chapter.
- (d) The allowed area and height of the sign is determined by the length of the frontage according to the monument sign table.

J. Pole Signs (On-premise).



The requirements for the use of pole signs are as follows:

1. For a commercial developments, lots or parcels less than three (3) acres no pole signs are allowed.

2. For a commercial developments lots or parcels of three (3) acres or more the Planning Commission may approve one pole sign per street frontage (must be a collector or arterial class public street).

3. No pole sign shall be allowed for any commercial development lot or parcel that has less than three hundred (300) feet of street frontage measured at the front property line (frontage must be on a collector or arterial class public street).

4. Sign height may not exceed 25-twenty-five (25) feet. However, the height of a Pole Sign may be increased to accommodate commercial uses that are located within three hundred (300) feet of I-15 right-of-way, provided that the use depends upon I-15 traffic for the majority of business and customers (i.e., hotels, service stations, restaurants, etc.), and the sign will be oriented for freeway viewing. Businesses that are adjacent to a freeway overpass or similar view-obscuring structure may request review by the Planning Commission for additional height allowance. The Planning Commission shall approve only minimal additions in height to provide reasonable visibility above the view-obscuring structure. In all cases, the Planning Commission will determine the allowable additional height, if any, on a site

specific, case-by-case basis. In the determination of allowable additional height, the burden of proof will be the responsibility of the applicant. In no case shall the height of a pole sign exceed seventy (70) feet.

5. The height of a pole sign shall be the distance from the highest point of the sign to the top of the curb or sidewalk or crown of the street when there is no curb or sidewalk.

6. The total allowable size of the pole sign is calculated as fifteen percent (15%) of the total square footage for the wall adjacent to the site's street frontage, or two hundred (200) square feet, whichever is less. For example, a wall with a total square footage of two hundred (200) sq. ft. would be permitted a thirty (30) sq. ft. sign (Wall Square Footage X 0.15 = Permitted Size) (200 X 0.15 = 30). For multi-tenant commercial projects the Planning Commission may allow additional sign area on a case by case basis. Additional area shall be based on the number of tenants displayed on the sign. In no case shall the total size of the sign exceed ~~three hundred (300)~~ six hundred (600) square feet.

7. Pole signs shall not extend over any pedestrian or vehicular access area unless specifically approved by the Lehi City Engineer.

8. All pole signs must have the structural supports covered or concealed with pole covers (pylon covers) at least thirty-six (36)-inches wide. The actual structural supports shall not be exposed, and the covers must be architecturally and aesthetically designed to match the building or development to which it is associated.

9. Pole signs must be constructed so as to be an integral part of the overall design of the site and architecturally compatible with the building and materials. All pole signs must be part of an approved sign theme as per Section 23.100.

10. For large, multi-parcel and/or multi-tenant, retail-based projects of at least three (3) acres, exceptions may be allowed by the Planning Commission as a Conditional Use, provided that an overall sign package for the project is established to create consistency in the overall signage for the project. Increase in signage shall be approved on a site specific, case-by-case basis. It shall be the responsibility of the applicant to

provide sufficient information and detail to justify the requested increase.

K. Projecting Signs.



Projecting signs are allowed and in conjunction with wall signs and awning signs if the architecture of the building or commercial center lends itself to that design. The following requirements shall apply:

1. The total sign area allowed for a projecting sign is two percent (2%) of the total square footage of the wall or twenty (20) square feet, whichever is less. For example, a wall with a total square footage of four hundred (400) sq. ft. would be permitted an eight (8) sq. ft. projecting sign (Wall Square Footage X 0.02 = Permitted Size) (400 X 0.02 = 8). The size of the sign shall be calculated by measuring the area of a rectangle that would encompass all features of the sign.

2. The sign should blend with the aesthetics of the building. The color, style, size, scale and proportion of the sign should enhance the exterior of the building and not place too much bulk nor be an excessive external distraction on the buildings exterior. Equal treatment and design consideration should be given to any mounting and supporting structure for the sign.

3. Projecting signs shall not extend more than four (4) feet from the attached vertical wall and shall be no more than twelve (12)-inches thick, unless otherwise approved by the Planning Commission as a Conditional Use.

4. Projecting signs shall have a minimum clearance of eight (8) feet from the sidewalk or finished grade

5. Electronic message displays or changeable copy signs are not allowed as part of a projecting sign.

6. Projecting signs are allowed only for street level tenants in multistory buildings and there

shall be a minimum horizontal distance of thirty (30) feet between projecting signs.

7. There must be a minimum horizontal distance of thirty (30) feet between suspended signs.

L. Subdivision Monument Signs or Nameplates.



Signs indicating the name of a subdivision or development, which are approved as part of the development approval and are intended to be permanent.

M. Suspended Signs.



Suspended signs are allowed and in conjunction with wall signs and awning signs if the architecture of the building or commercial development lends itself to that design. The following shall apply:

1. No suspended sign shall be larger than sixteen (16) square feet.
2. No suspended sign may project beyond the outside limit of the arcade, marquee, or canopy or facade to which they are attached and shall be no more than twelve (12)-inches thick.
3. Suspended signs must have a minimum clearance of eight (8) feet from the sidewalk or finished grade.
4. There must be a minimum horizontal distance of thirty (30) feet between suspended signs.
5. Electronic message displays or changeable copy signs are not allowed as part of a projecting sign.

N. Wall Signs.



Wall signs for businesses may be allowed subject to the following requirements:

1. The square footage of signage allowed on a wall shall be based on the dimensions of the vertical wall to which the sign is attached and according to the following guidelines.

(a) Signage which utilizes molded logos and individual letters may occupy up to fifteen percent (15%) or six hundred (600) square feet, which ever is less, of a primary wall, and five percent (5%) of a secondary wall. Only one wall of a building may be considered the primary wall, typically the front of the building. All other walls are considered secondary walls. Each secondary wall may have a separate sign based on five percent (5%) of the wall area as stated above.



(b) Signage which utilizes box cabinet signs may not occupy more than five percent (5%) or forty (40) square feet, which ever is less, of any wall.



(c) Allowable square footage for wall signs may be broken up into several different signs,

2. Wall signs shall not cover architectural features on buildings and shall blend with the design of the building and surroundings (i.e., the color, style, size, scale and proportion enhance the exterior of the building and do not place too much bulk and external distractions on it). Businesses are

encouraged to utilize multiple materials and lettering styles, different type styles, and logos in conjunction with the lettering for their signs.

3. The wall sign style and design may be limited due to an established sign theme. Refer to Sign Theme requirements in Section 23.400.110

~~3.4. Vinyl banners shall not be allowed as a permanent sign, and shall only be allowed as a Temporary Sign as described in Section 23.070A of this Code, unless otherwise approved by the Planning Commission as a Conditional Use.~~

4.5. Painted signs or murals applied directly to any building face must have specific approval of the Zoning Administrator. If the building is in a recognized historic district, the sign must have approval by the Planning Commission.

~~5.6. Businesses which back onto residential areas may be allowed signs on the rear of the building subject to Planning Commission approval as a Conditional Use.~~

~~6.7. Owners of buildings that have small offices inside, accessory and/or secondary to the main use are required to create a building identification sign instead of trying to obtain signage for every tenant. This is especially true for buildings with two or more levels.~~

~~7.8. No part of any wall sign or of the sign structure shall project above or below the highest or lowest part of the wall upon which the sign is mounted or painted nor shall it project more than 18 inches from the face of the building to which it is attached.~~

~~8.9. Upon review and approval by the Planning Commission as a Conditional Use, a business may request the placement of a business identification wall sign upon a building within the same development not otherwise associated with the named business. The following criteria shall be considered:~~

- (a) The proposed sign is in close proximity to the identified business.
- (b) The proposed sign square footage is counted against the allowable square footage for the wall upon which it is mounted.
- (c) That the proposed sign complies with the established sign theme requirements for the commercial center within which the sign is located.

9.10. The number of wall signs on multi-tenant buildings shall be appropriate to the scale of the building. Multi-tenant buildings may receive a Conditional Use permit so that a wall may exceed the maximum allowed square footage if the Planning Commission judges the additional signage to be consistent with the criteria set forth above.

Section 23.070 Sign Regulations for Temporary Signs. (New 12/09/08)

A. Temporary Promotional Signs.



Temporary promotional signs include posters, banners, A-frame signs, cardboard or plastic signs fastened to wires or stakes, inflatable displays or any other types of signs that are not permanent in nature. Temporary signs may be allowed subject to the following requirements:

- 1. No temporary promotional sign(s) shall be displayed for more than thirty (30) days at any one time or more than ninety (90) days during a calendar year.
- 2. No temporary promotional sign shall be placed in the public right-of-way, a required parking space, driveway, or clear view triangle.
- 3. Temporary promotional signs shall not be used for long term or permanent advertising, and shall only be allowed for grand opening events, seasonal events, or other special one time events and promotions.

B. Temporary Project Signs – On Premise.



Temporary signs advertising a new subdivision, development, construction or other new property improvements may be allowed according to the following requirements:

1. One Project Sign will be permitted per entry street into the development. Individual phases of a subdivision shall not be considered separate subdivisions for the purpose of allowing additional signage.
2. Project Signs shall be displayed only on the property to which the sign pertains.
3. Project Signs shall not exceed twelve (12) feet in height and sixty-four (64) square feet of sign copy per side if double faced. The size of a temporary project sign may be increased by the Planning Commission as a Conditional Use on a site specific, case-by-case basis. It shall be the responsibility of the applicant to provide sufficient information and detail to justify the requested increase.
4. Project signs shall be removed ~~within two (2) years of the issuance of the first building permit in the project or if the lots are sold out before two (2) years,~~ immediately upon sale of the last lot ~~or unit.~~ The Zoning Administrator or designee may grant an extension if a substantial number of the lots have not been sold at the end of the two (2) year period.

C. Temporary Model Home Signs.



In addition to an on premise project sign, one model home sign identifying each different model may be permitted. Said sign shall not exceed sixteen (16) square feet in total area, on each lot where a model home is located. Such model home sign shall be removed when the unit ceases to be a model home.

D. Temporary Directional Signs for Projects.



Temporary off premise directional signs to guide traffic to a new ~~residential subdivision or~~ developments may be allowed subject to the following requirements:

1. New developments containing ~~twenty-five (25)~~ or more total units (based on the total units for all phases) shall be allowed one (1) Directional Sign. New developments containing fifty (50) or more total units shall be allowed two (2) Directional Signs.

~~2. Directional signs shall display only the name of the development, name of the developer or logo, contact telephone number(s), project address, and direction of the project.~~

~~3.2.~~ Directional Signs are limited to thirty-two (32) square feet in total area (sixteen (16) square feet per side) and twelve (12) feet in height and must be placed entirely upon private property with the written permission of the owner.

~~4.3.~~ Two additional Directional Signs may be allowed by the Zoning Administrator or designee if a special need or unusual circumstance can be demonstrated.

~~5.4.~~ Directional Signs may not encroach upon any public right-of-way and may not be located within the thirty-five (35) foot traffic visibility triangle on corners except where they are not more than ~~3-three~~ (3) feet in height as per Section 12.070-D.

~~6.5.~~ Directional Signs shall be designed as ladder type signs and should follow a uniform design theme as illustrated in the sample above.

~~7.6.~~ The City highly encourages the coordination of Directional Signs between different developments located in the same geographical area and for planned developments (PUD, PRD, and PC). In such instances, the individual developers may combine the sign area allowed for directional signs into a single sign. The combined sign may be no larger than the total sign area allowed to the

individual participants up to a maximum of sixty-four (64) square feet per sign allowed. Each participating developer shall be represented on the combined sign(s) as illustrated in the samples below:



8.7. In order to encourage coordination and eliminate visual clutter, no two Directional Signs for any development shall be located closer than four-hundred (400) feet apart as measured along streets.

9.8. Directional Signs shall be removed within two (2) years of the issuance of the first building permit in the project or if the lots are sold out before two (2) years, immediately upon sale of the last lot. The Zoning Administrator or designee may grant an extension if a substantial number of the lots have not been sold at the end of the two (2) year period.

E. Temporary Weekend Directional Signs.



Temporary Weekend Directional signs may be allowed directing traffic to a new subdivision in addition to other allowed signage subject to the following requirements:

1. The applicant shall submit a Sign Permit Application and signage plan including the number, location, dimensions, and proposed sign copy of the proposed signs.
2. Signs shall be temporary in nature, with the sign made of corrugated cardboard, plastic or similar material and fastened to wires or wooden stakes for easy installation and removal (similar to political campaign signs).
3. Signs are limited to eighteen (18) inches by twenty-four (24) inches in size and three (3) feet in height.

4. Signs shall be placed no earlier than Friday evening and shall be removed no later than Sunday evening. The Zoning Administrator or designee may grant exceptions for holidays or other special events on a case-by-case basis.

5. Signs must be placed entirely upon private property with the written permission of the owner.

6. Any other conditions that the Zoning Administrator or designee deem necessary to accomplish the purpose of this Chapter.

Section 23.080 Off Premise Sign Regulations.
(New 9/24/02)

A. As of September 24, 2002, billboards and off premise signs shall not be allowed within the jurisdictional boundaries of the City with the exception of public information and logo signs allowed under subsection B. No new permits shall be issued for the construction of billboards. All lawfully existing billboards are nonconforming uses in all zones of the City.

B. Off premise public information signs for the purpose of directing the traveling public to points of interest, historical sites and other locations of interest, may be approved by the Planning Commission as a Conditional Use. Off premise “logo” signs along the I-15 corridor are allowed for the purpose of directing the traveling and general public to business establishments that provide lodging, food, camping, gas or other services provided they comply with the State of Utah Department of Transportation’s “Logo Sign Program” and any other state and federal regulations.

C. Lehi City may acquire title to nonconforming billboards and off premise signs by gift, purchase, agreement, exchange, or eminent domain.

Section 23.090. Prohibited Signs. *(Amended 9/24/02; 2/28/06; 12/09/08)*

The following signs are prohibited:

A.A-Frame Sign.



Any portable sign, structure, or configuration composed of one (1) or two (2) sign faces mounted or attached back to back in such a manner as to form a basically triangular vertical cross section except as specifically allowed as a temporary sign displayed after securing the required Temporary Use Permit.

B.A. Animated or Flashing Signs.



Animated or flashing signs that include motion or rotation of any part by mechanical or artificial means or any type of flashing, blinking, strobe or intermittent (chaser) lights, whether attached to a sign or not, except Electronic Message Displays, which may be approved by the Planning Commission as a Conditional Use subject to the standards contained in Section 23.060 E.

C.B. Balloon Signs.



Hot or cold air balloons, or inflatables, except as specifically allowed as a temporary sign displayed after securing the required Temporary Use Permit.

D.C. Bus Bench Signs.



Sign advertising on a bus bench.

E.D. Graffiti.



Images or lettering scratched, scrawled, painted or marked in any manner on property.

F.E. Moveable or portable signs.



Signs that are designed to be moved from place to place either by vehicle or manually and not permanently affixed to the ground, except as specifically allowed as a temporary sign. Any movable or portable sign may be immediately impounded by Lehi City, and subject to Section 23.160 of this Code.

G.F. Off premise billboards and wall signs.

Billboard signs or signs painted, posted or otherwise affixed on the walls of a building, fence or other structure which advertises products, services, or business establishments which are not located, conducted, manufactured, or sold upon the same premises upon which the sign is erected.

H.G. Paper, Cloth or Plastic Streamers.



All paper, cloth or plastic streamers and bunting except holiday decorations, or special event signs approved as a temporary use.

I.H. Roof Signs.



Signs that are mounted on the roof of a building or which are wholly dependent upon a building roof for

support.

L.I. Signs on Public Property.

No sign may be placed within or on public property, public right-of-way, street, public building, semaphore pole or utility pole unless specifically authorized by the Municipal Code of Lehi City. Political signs are prohibited on public property, public right-of-ways, streets, public buildings, semaphore poles or utility poles. Generally, the public right-of-way begins at the sidewalk and extends across the pavement to the opposing sidewalk.

K.J. Sound Emitting Signs.

However, order-taking signs at drive-in restaurants, automated bank tellers and drive-through banking facilities may use sound communication.

L.K. Snipe Signs and other Miscellaneous Signs.



Snipe Signs and other miscellaneous signs and posters tacked, painted, posted or posters otherwise affixed on the walls of a building, tree, pole, fence or other structure.

M.L. Spotlights.

Lights directed into the night sky except as part of an approved special promotional period for a temporary sign.

N.M. Statue Signs.



Statuary bearing the likeness or suggestion of any product or logo, unless otherwise approved by the Planning Commission as a Conditional Use.

O.N. Traffic Sign Replicas.

Signs that simulate or imitate in size, color, lettering or design any traffic control signs or device.

P.O. Vehicle Signs.

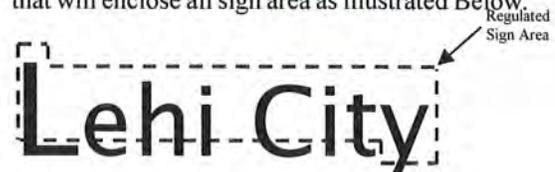
A sign or advertising device attached to or located on a vehicle or trailer parked on a public right-of-way, public property or parking area with access by the general public so as to be visible from a public right-of-way, for the basic purpose of directing people to a business or activity.

Section 23.100 Measurement of Regulated Sign Area. (New 12/09/08)

A. Unless otherwise specified in this Chapter, the regulated area of a sign shall be calculated by measuring the area of the sign that contains identification (words, symbols, logos, etc.) and information, but not including pedestals or structural elements of the sign that do not contain advertising matter.

B. The regulated area for wall signs shall be according to the following standards:

1. Sign copy mounted as individual letters and/or graphics against a wall, window, awning or fascia of a building or other structure that has not been painted, textured or otherwise altered to provide a distinctive background for the sign copy, the area shall be defined as the area enclosed by the smallest eight (8)-sided polygon that will enclose all sign area as illustrated Below.



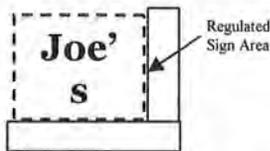
2. Sign copy mounted or painted on a background panel or area distinctly textured or constructed as a background for the sign copy shall be measured as that area contained within the outside dimensions of the background panel or surface as illustrated below.



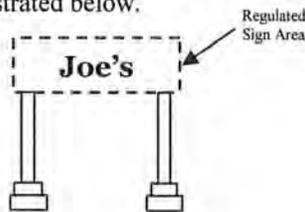
C. Sign copy as an illuminated architectural element of a building, shall be calculated as that portion of the illuminated surface or illuminated element which contains sign copy.



D. The regulated area of a monument sign shall include all parts of the sign or structure that contains identification (words or symbols) and information as illustrated below. Architectural features or enhancements to the sign supports are excluded.



E. The regulated area of a freestanding sign shall include all parts of the sign or structure that contains identification (words or symbols) and information as illustrated below.



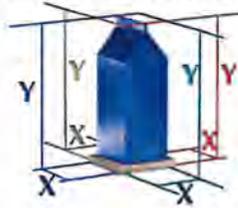
F. The regulated area for multiple face signs shall be as follows:

1. For double panel signs, if the interior angle between two faces is forty-five (45) degrees or less, the area to be measured is a single face. If the angle is greater than forty-five (45) degrees, the sign area to be measured will be the area sum of the areas of the two faces.



2. Three or More. The sign area shall be the sum of the areas of the three or more faces.

G. For spherical, free-form, or other non-planer signs, the sign area shall be the sum of the areas of the four vertical sides of the smallest polyhedron that will encompass the sign structure as illustrated below.



Section 23.110. Sign Theme (New 12/09/08)

All multi-tenant commercial projects such as a strip mall or office park development must submit a sign theme proposal for design and placement of all on-premise signs. The Planning Commission shall review and approve the sign theme either as part of the site plan approval process or as a separate process following site plan approval. All such developments must have an approved sign theme before any sign permits will be issued to a business locating within it. The use of multiple cabinet wall signs is discouraged.

Section 23.120 Design Standards. (Amnd. 12/09/08)

The purpose of these design standards is to establish a set of principles and criteria used by the Zoning Administrator, Development Review Committee, and Planning Commission, when reviewing sign permit applications.

These standards are intended to foster and maintain the integrity and visual quality of the City's commercial areas including the historic downtown areas, to help create a sense of place for residents, and to insure the character of the City will not be diminished as Lehi experiences growth and development.

A. Relationship with Background. A sign should be part of the total composition of the storefront or the building. Its design should be visually integrated with the building it is attached to or the environment it is in.

B. Architectural Considerations. A sign should acknowledge and respect the architecture with which it is involved, and not ignore or intrude upon it. Signs must be constructed so as to be an integral part of the overall design of the site and architecturally compatible with the building.

C. For pole signs, a two pole design or pylon design (where the pole(s) are not visible) is preferred over a single pole design.

D. **Format.** Individual letters and logos usually relate better with a given space than does a sign can or a sign plaque arbitrarily dimensioned and positioned.

E. **Illumination.**

1. Externally illuminated signs and back-lit or front-lit channel letters usually produce less glare and garishness than internally illuminated sign cans with acrylic sign faces. Therefore, externally illuminated signs with incandescent light are encouraged and internally illuminated signs are discouraged. Where internally illuminated signs are used, care must be taken that the light emitted by the sign face does not produce glare and garishness.

2. All sign illumination and lighting shall be directed downward or away from the sky to the greatest extent possible. External lights must be shielded so that all of the direct light falls entirely on the sign and that the lights are mounted above the sign and aimed down.

3. Lighting for signs adjacent to residential uses or zones shall be carefully directed so that the light is not obtrusive or a nuisance to adjacent residential properties.

F. **Materials and Construction.** Signs should be designed so that they are easy to clean and maintain and shall be constructed with durable materials that are compatible with the building. Permanent signs should not be constructed from vinyl, plywood, or unfinished materials unless otherwise approved by the Planning Commission as a Conditional Use.

Section 23.130. Application Requirements.

(New 9/24/02; Amended 12/09/08)

The following information must accompany any application for a sign permit:

A. Accurately dimensioned, scaled drawings of the sign(s) showing height, text, color, square foot dimensions, sign composition, type and intensity of illumination, and how the sign(s) will appear from the street.

B. Details of sign construction including design of support structures and electrical plan.

C. For monument and pole signs, provide a plot plan showing the relationship of the sign to buildings,

property lines, and setback from public right-of-way, intersections, easement, and driveways. Also indicate the number of acres included in the site and the length of lineal frontage of property.

D. For wall signs, provide a profile drawing showing how the sign will appear from the street/parking area and on the building. The drawing must show all existing sign(s) on wall faces and proposed sign(s).

E. For temporary signs, provide a plot plan showing the relationship of sign(s) to buildings, property lines, and setback from public rights-of-way, intersections, easements, and driveways.

Section 23.140. Construction and Maintenance Requirements.

A. All construction drawings for signs must be reviewed by the Building Official or his designee to ensure that materials used will be adequate for safety considerations.

B. All signs are subject to inspection by the City. Fees shall be determined according to the standards set forth in the Uniform Building Code.

C. Maintenance of any sign authorized under this Chapter is the responsibility of the owner. All signs shall be properly maintained. Exposed surfaces shall be clean and painted or otherwise cared for. Defective parts shall be replaced. Lehi City shall have the right to order the repair or removal of any sign that is defective, damaged, or substantially deteriorated, as defined in the Uniform Building Code.

Section 23.150 Changes to an Existing Sign.

(New 12/09/08)

Any changes to an existing sign, including but not limited to change in color, copy, size, and graphics, must be approved by the Zoning Administrator or his designee. Changes to existing pole signs that would increase their size and/or height shall require review and approval by the Planning Commission as a Conditional Use.

23.160 Violations and Enforcement.

(Amended 4/27/04; 2/28/06; 12/09/08)

It is unlawful to erect or maintain a sign contrary to the provisions of this Chapter. ~~If a sign is erected or maintained in violation of this Chapter the Zoning Administrator or Planning Commission may do the following:~~ Any illegal signs, hazardous signs, or signs in violation of this Code shall be enforced in the

following manner:

A.

~~Order the defect corrected within a fixed period of time, not exceeding thirty (30) days, if correction of the defect will bring the subject sign into compliance with the provisions of this chapter; but,~~

~~2.If correction of the defect will result in a violation of the provisions of this chapter, order that the subject sign be removed by, and at the expense of the owner of the sign, within a fixed period of time not exceeding thirty (30) days.~~

~~B.If the owner of the sign contests the order of the Zoning Administrator or Planning Commission, the remedy shall be an appeal to the Board of Adjustment, which appeal shall be taken in the time and manner otherwise provided in Chapter 32 of this Code.~~

~~C.If the owner of the sign fails or refuses to remove the subject sign at the order of the Zoning Administrator or Planning Commission, the City may remove the sign at any time after the owner thereof exhausts his or her administrative remedies in relation thereto, unless otherwise ordered by a court of law. Removal by the City shall be at the expense of the owner, and the City may obtain judgment against the owner in an amount equal thereto, together with reasonable attorney's fees and costs.~~

~~D.Violations related to the illegal placement of temporary Signs, garage/yard sale signs, development signs and development directional signs on private property shall be enforced in the following manner:~~

~~A. The Code Enforcement Officer will investigate all complaints and determine if a violation exists. If a sign is located on public property, impacting line of sight for safe vehicular travel, posing an immediate hazard, or is temporary or portable in nature, the sign shall be removed immediately by the Code Enforcement Officer.Lehi City.~~

~~1. The Code Enforcement Officer will investigate all complaints and determine if a violation exists.~~

~~2.If a permanentsign sign is found to be in violation, the Code Enforcement Officer will issue a written notice of violation.~~

~~3.B.~~

~~4.The sign owner will have fourteen (14) calendar days to respond to the written notice issued by the Code Enforcement Officer either by contacting the Planning Department to obtain approval for the sign, by removing the sign, or by otherwise correcting the violation.~~

~~5.If the violation is not corrected within fourteen (14) calendar days from the date of notification a citation may be issued. The citation for the first offense is \$115.50, the citation for the second offense is \$215.50, and a citation for the third offense is for a mandatory court appearance and a possible fine of \$500.00 plus administrative cost.~~

~~—T
F.he Code Enforcement Officer or his designee may also remove any sign which, after fourteen (14) calendar days from written notification of a violation, has failed to bring the sign into compliance.~~

~~G.~~

~~H.~~

~~I.~~

~~J.~~

~~K.~~

~~L.2.~~

~~M.3. Any sign that has been removed by the City The Code Enforcement Officer or his designee shall immediately confiscate any sign located on public property in violation of this chapter. Confiscated signs shall be stored at a location determined by the Code Enforcement Officer for a period of thirty (30) days, during which time the owner or person having charge, control or benefit of the confiscated sign may redeem the sign after payment of enforcement costs, including but not limited to removal, storage, and disposal of the sign, to the City in an amount determined by the Zoning AdministratorCode Enforcement Officer. Payment of costs to the City shall be made to the Building DepartmentPolice Department. Lehi City shall be held harmless for any damages incurred to signs and/or property as a result of their confiscation. In addition to enforcement costs, sign owners and persons having charge, control and /or benefit of any sign erected in violation of this title shall be liable for any damages caused to public property, public facilities or public utilities by reason of the placement, attachment and/or removal of such~~

unlawful signs. Signs not redeemed within thirty (30) days shall be destroyed.

23.170. Nonconforming Signs. (New 9/24/02)
(Amended 1/10/06; 12/09/08)

In order to minimize confusion and unfair competitive disadvantage to those businesses which are required to satisfy the current standards of this Chapter, the City intends to apply firm regulation of existing nonconforming signs with a view to their eventual elimination. In addition to the provisions contained in Chapter 24, Nonconforming Uses and Structures, of this Code, all nonconforming signs shall comply with the following regulations. In the case of a conflict between the regulations contained in Chapter 24 and these regulations, the more restrictive shall apply.

A. On Premise Signs.

All legally permitted signs existing prior to December 9, 2008 are hereby declared legal non-conforming signs. All on-premise or appurtenant signs which have been made nonconforming by the adoption of provisions contained within this Chapter shall be subject to the following regulations:

~~1. Unsafe Signs. Any on-premise sign or portion thereof declared unsafe by a proper public authority must be restored to a safe condition or removed within thirty (30) days of mailing or otherwise given notice of the unsafe condition.~~

1. Alterations.

~~(a) Excluding normal maintenance and repair a~~ nonconforming on premise sign shall not be altered, reconstructed, raised, moved, extended, or enlarged unless said sign is changed so as to conform to all provisions of this Chapter.

~~(b)~~ Alterations shall also ~~mean that~~ mean the changing of the face of the sign, text or message that the sign is conveying from one (1) use of the premise to another use of the premise ~~and or~~ the changing of the ownership of the sign when that ownership necessitates a change in the text or message of the sign. These types of alterations are prohibited unless the sign is changed so as to conform to all provisions of this chapter.

~~(c)~~ Alterations shall not be interpreted to include changing the text or copy on ~~off-premise~~ advertising signs, theater signs, outdoor bulletins or other similar signs that

are designed to accommodate changeable copy.

(d) Normal maintenance and repair of a nonconforming on premise sign is allowed; however the cost of said maintenance and repair shall not exceed sixty percent (60%) of the replacement cost of the sign. The burden of proof is upon the applicant, and shall be based upon an estimate of the sign provided by a sign company. Re-painting or replacement of a damaged or deteriorated sign face are considered normal maintenance and repair as long as the use of the premises or ownership of the sign has not changed.

~~3.2.~~ Restoration. Nonconforming on premise signs which have been allowed to deteriorate or which have been damaged by fire, explosion, act of God, act of a public enemy, or damaged by any other cause, to the extent of more than sixty percent (60%) ~~percent~~ of its assessed value shall, if repaired or rebuilt, be repaired or rebuilt in conformity with the regulations of this Chapter or shall be removed.

~~4.3.~~ Deterioration and Abandonment. A nonconforming on-premise sign or sign structure that ceases to be used for sign purposes for a period of one year shall be deemed abandoned on the ground that the nonconforming use has been abandoned, the nonconforming use has substantially changed, and/or such other grounds as may be appropriate. Any sign or sign structure which is abandoned or in an unreasonable state of repair is unlawfully maintained and subject to immediate revocation of its permit and removal pursuant to the provisions of Section ~~23.130,~~ 23.160 Lehi City Development Code.

B. Off Premise Signs.

All billboards and off-premise signs which are made nonconforming uses by the provisions of this Chapter shall be subject to the following:

1. Unsafe Signs. Any sign or portion thereof found or declared unsafe in a manner provided by law, which may be repaired without violating subsection (B)(2) of this section, must be restored to a safe condition within thirty (30) days after the owner is given notice of the unsafe condition. Any sign not repaired as required and permitted by this subsection (A) (2) is unlawfully maintained and subject to the provisions of Section 23.160, Lehi City Development Code.

2. Restoration and Alterations. Off premise signs legally existing as of September 24, 2002 may continue as a nonconforming use, and may be maintained, or repaired, or restored in the event the structure is damaged by casualty, act of God, or vandalism. A nonconforming off premise sign may be replaced at the same location with a new sign structure, provided that the new sign or sign structure does not exceed the height or square footage of the sign face or sign structure being replaced. However, if an existing off-premise sign structure existing as of September 24, 2002 has only a single face of advertising, an additional face may be added to the structure provided that the off-premise sign structure is located along the Interstate.

3. Deterioration and Abandonment. A nonconforming off-premise sign or sign structure that ceases to be used for sign purposes for a period of one year shall be deemed abandoned on the ground that the nonconforming use has been abandoned, the nonconforming use has substantially changed, and/or such other grounds as may be appropriate. Any sign or sign structure which is abandoned or in an unreasonable state of repair is unlawfully maintained and subject to immediate revocation of its permit and removal pursuant to the provisions of Section 23.160, Lehi City Development Code.

Section 23.180 Exceptions. *(New 12/09/08)*

Upon DRC review and Planning Commission and City Council approval, the design and placement of on-premise signs for multi-tenant commercial projects may vary from the regulations set forth in this Chapter and shall be considered as a Conditional Use. The Planning Commission and City Council must determine that:

- A. The proposed sign exceptions are not in conflict with the purpose and intent of this Chapter.
- B. The proposed sign(s) are in architectural harmony with the development.

LEHI CITY
CITY COUNCIL AGENDA
December 14, 2010

AGENDA ITEM: 12

- SUBJECT:** a. Hold public hearing on amending the Lehi City FY2011 City Fee Schedule.
b. Consideration of Resolution # 12-14-10.O amending the Lehi City FY2011 City Fee Schedule.

PETITIONER: City Administration

ACTION REQUESTED BY PETITIONER: Hold public hearing and approve Resolution

INFORMATION: [Resolution #12-14-10.O](#)

[BACK TO AGENDA](#)



RESOLUTION NO. 12-14-10.O

A RESOLUTION AMENDING THE LEHI CITY FY2011 CITY FEE SCHEDULE FOR THE LEGACY CENTER, PRESSURIZED IRRIGATION, AND ELECTRIC.

WHEREAS, Ordinances enacted by the Lehi City Council provide for the establishment and revision of the City Fee Schedule by Resolution; and

WHEREAS, it is necessary, from time to time, to update said fee schedule; and

THEREFORE, BE IT RESOLVED by the City Council of Lehi City that the following rates be hereby adopted and implemented as outlined in Exhibit A.

Approved and Adopted by the City Council of Lehi City this 14th day of December, 2010.

Mayor Bert Wilson
Lehi City

Attest:

Marilyn Banasky, City Recorder

EXHIBIT A

Proposed Amendments to Lehi City FY2011 City Fee Schedule

Legacy Center

Fee Information	Approved FY2010		Approved FY2011		Proposed FY2011 Amendment	
	Non-Resident	Resident	Non-Resident	Resident	Non-Resident	Resident
Programs:						
Adult Triathlon Training (if member)	\$80	\$70	\$82	\$72	\$92	\$77
3-Hour Endurance Ride (if bring own bike)	\$72	\$63	\$74	\$65	\$84	\$70
Ski & Snowboarding School (established in conjunction with American Fork City)					\$8	\$5
						\$295
	\$285		\$310			

Pressurized Irrigation

Fee Information	Approved FY2010		Approved FY2011		Proposed FY2011 Amendment	
Service Charges:						
Pre-construction water permit base			\$100		\$85	
+ / 1,000 sq ft of lot					\$1	
or + / lot (whichever is less)			\$10		\$25	
Fire Hydrant Non-Metered Usage			\$110		\$110	
Fire Hydrant Metered Usage			\$100			
+ / lot			\$10			
Metered Fire Hydrant Permit Processing (+ / Utility Sign-up Processing)					\$45	\$30
Base rate / metered fire hydrant connection / month					\$4.14	
+ / 1,000 gallons used					\$0.40	
Minimum / month charge					\$12.47	

Electric

Fee Information	Approved FY2010		Approved FY2011		Proposed FY2011 Amendment	
Pole Attachment Processing Charges:						
Filing fees / pole:						
first 50 poles					\$25	
next 50 poles					\$15	
next 100 poles (200 pole maximum)					\$10	
Make-Ready assessment & report			(Actual labor and equipment costs, including overhead)			
Inspection & engineering assistance			(Actual labor and equipment costs, including overhead)			
Mobilization, transfers, changeouts, & other construction assistance (minimum)			(Actual labor and equipment costs, including overhead)			\$100

*Cover the cost of the program

*New program

*Fee created in conjunction with AF so have to match the pricing

*Wanted to fine-tune to reflect actual time and wages spent

*Wanted it to reflect better the difference in water use for different sized lots

*Also includes 'policing' by Fire Marshall and Hydrant/Valve O&M crew.

But also not have to provide costly meters that would, 'walk off'

*Promotes conservation, construction entity provides their own meter.

LEHI CITY
CITY COUNCIL AGENDA
December 14, 2010

AGENDA ITEM: 13

SUBJECT: Consideration of awarding a bid for the Spring Creek Pressure Irrigation Pump Station and Reservoir.

PETITIONER: City Engineer

ACTION REQUESTED BY PETITIONER: Award bid

INFORMATION: [Executive Summary](#)

[BACK TO AGENDA](#)

**For City Council Consideration
At December 14, 2010 Council Meeting
From Engineering**

ISSUE

Award of a Bid for the Spring Creek Pressure Irrigation Pump Station and Reservoir

BACKGROUND

The Plans to construct a Pressure Irrigation Pump Station and Reservoir at the old wastewater treatment plant property owned by Lehi City have been completed. This facility is part of the PI Master Plan. It will allow the city to use Mini-creek, Spring creek and Well water in the city PI system. The Pump Station is capable of varying the flow into the system to help maintain better operating pressures in the system. The project will be Bid at 2:00PM on December 14, 2010. At the Council meeting on December 14 the engineering staff will bring the results of the bids.

RECOMMENDATION

Award a contract to the lowest qualified Bidder and authorize the Mayor to sign the contract and the staff to administer the contract up to a specified monetary limit.

LEHI CITY
CITY COUNCIL AGENDA
December 14, 2010

AGENDA ITEM: 14

SUBJECT: Consideration of awarding a bid for the Jordan Narrows Detention Basin landscaping.

PETITIONER: City Engineer

ACTION REQUESTED BY PETITIONER: Award bid

INFORMATION: [Executive Summary](#)

[BACK TO AGENDA](#)

**For City Council Consideration
At December 14, 2010 Council Meeting
From Engineering**

ISSUE

Award of a Bid for the Jordan Narrows Detention Basin landscaping

BACKGROUND

The Jordan Narrows Regional Detention Basin piping and general grading is almost complete. The next phase is the fine grading, topsoil installation, and sprinkler installation (the city will do the seeding). The landscape portion will be Bid at 1:00PM on December 14, 2010. At the Council meeting on December 14 the engineering staff will bring the results of the bids.

RECOMMENDATION

Award a contract to the lowest qualified Bidder and authorize the Mayor to sign the contract and the staff to administer the contract up to a specified monetary limit.

LEHI CITY
CITY COUNCIL AGENDA
December 14, 2010

AGENDA ITEM: 15

SUBJECT: Consideration of Resolution # 12-14-10.P approving an agreement between Lehi City and Thanksgiving Point Development L.C. to trade property.

PETITIONER: City Engineer

ACTION REQUESTED BY PETITIONER: Approve Resolution

INFORMATION: [Executive Summary](#)
[Resolution #212-14-10.P](#)

[BACK TO AGENDA](#)

**For City Council Consideration
At December 14, 2010 Council Meeting
From Engineering**

ISSUE

2300W Property trade with Thanksgiving Point

BACKGROUND

For several months the Lehi City staff and Thanksgiving Point have been discussing a property trade for the 2300W roadway near the theatres at Thanksgiving Point. To facilitate an expanded theatre complex the current 2300W roadway will need to be shifted several hundred feet south. This new alignment was approved in the 2300W environmental document and fits the current Lehi City Master Transportation Plan. Lehi City is trading the current 2300W roadway next to the Theatres to Thanksgiving Point and in turn they are trading a like amount to Lehi City for the relocated 2300W roadway.

RECOMMENDATION

Authorize the Mayor to sign the roadway dedication plat.



RESOLUTION NO. 12-14-10.P

**A RESOLUTION APPROVING AN AGREEMENT BETWEEN LEHI CITY AND
THANKSGIVING POINT DEVELOPMENT LC. TO TRADE PROPERTY FOR THE
2300 WEST ROADWAY**

WHEREAS, Thanksgiving Point owns property at the intersection of Thanksgiving Way and 2300 West, Lehi Utah; and

WHEREAS, Lehi City Corporation desires enter into an agreement with Thanksgiving Point Development LC to trade property for the 2300 West roadway.

THEREFORE, BE IT RESOLVED by the City Council of Lehi City that the Mayor is authorized to execute the Agreement between Lehi City and Thanksgiving Point Development LC which is attached as Exhibit A.

Approved and Adopted by the City Council of Lehi City this 14th day of December, 2010.

Mayor Bert Wilson
Lehi City

Attest:

Marilyn Banasky, City Recorder

**AGREEMENT
BETWEEN**

Lehi City (City) and Thanksgiving Point Development LC. (Thanksgiving Point)

WHEREAS, Thanksgiving Point owns property at the intersection of Thanksgiving Way and 2300 West, Lehi, Utah.

WHEREAS, Thanksgiving Point and City desire to relocate a portion of the existing 2300 West Street and its intersection with Thanksgiving Way to facilitate the future construction of an overpass over existing Interstate Highway I-15 and the Thanksgiving Point movie complex expansion.

WHEREAS, City will need to vacate and Quit Claim to Thanksgiving Point a portion of the existing 2300 West road, and Thanksgiving Point will need to dedicate property to City to accommodate a relocation of the 2300 West road.

NOW, THEREFORE, the Parties agree hereto as follows:

1. Thanksgiving Point will sign the attached 2300 West Street Dedication Plat (Exhibit A) to dedicate property to City needed for the relocated 2300 West roadway.
2. City will vacate a portion of the existing 2300 West roadway by signing the attached 2300 West Street Dedication Plat and will retain a permanent utility easement along the vacated 2300 West roadway as shown on Exhibit A. City will also Quit Claim title to this same portion of the 2300 West roadway to Thanksgiving Point.
3. As shown on Exhibit B, City will arrange for and pay all costs associated with engineering and construction and/or reconstruction of:
 - a) the relocated 2300 West roadway to Thanksgiving Way.
 - b) the northern access to Electric Park (Access 1).
 - c) a temporary access to the southern access of the large parking lot north of Electric Park (Access 3).
 - d) the future permanent access to the large parking lot north of Electric Park (Access 2). This future access will be constructed by City at the time of construction of the future overpass across Interstate Highway I-15.
4. City will allow for Thanksgiving Point to construct an access from the relocated 2300 West roadway to the northern access of the large parking lot north of Electric Park (Access 4, Exhibit B).

5. Thanksgiving Point will be allowed to remove and/or use the balance of the vacated 2300 West roadway asphalt as needed for the Thanksgiving Point movie complex expansion. Existing utilities within the vacated portion of the 2300 West road must be preserved. Any cover / alignment modifications to the existing utilities shall be reviewed and approved by the Lehi City Water Dept. prior to construction.

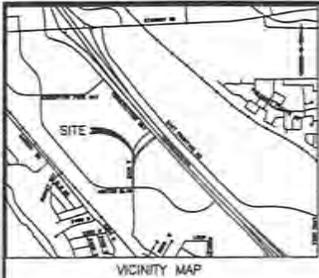
By Beersmink Investments LC, Mgr. , by Mark Rasmussen, Mgr. 11/22/10
Thanksgiving Point Development, LC. Date

Lehi City Mayor

Date

Attest: Lehi City Recorder

Date



VICINITY MAP

BOUNDARY DESCRIPTIONS

PARCEL #1 (VACATED)

A PARCEL OF LAND LYING IN THE SOUTHWEST QUARTER OF SECTION 31, TOWNSHIP 4 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN.

BEGINNING AT A POINT WHICH IS 78.23 FEET SOUTH AND 808.03 FEET EAST FROM THE SOUTHWEST CORNER OF SECTION 31, TOWNSHIP 4 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN RUNNING THEREIN N.07°58'41"W, 887.20 FEET; THENCE NORTHEASTERLY 426.71 FEET ALONG THE ARC OF A 785.00-FOOT RADIUS CURVE TO THE RIGHT (NOTE: CHORD BEARS N.15°09'05"E, 421.20 FEET); THENCE N.47°33'20"E, 447.90 FEET; THENCE S.07°43'56"E, 40.05 FEET; THENCE S.49°35'21"W, 201.93 FEET; THENCE SOUTHWESTERLY 604.56 FEET ALONG THE ARC OF A 605.00-FOOT RADIUS CURVE TO THE LEFT (NOTE: CHORD BEARS S.24°18'20"W, 585.13 FEET); THENCE S.07°58'41"E, 668.85 FEET; THENCE S.09°59'22"W, 80.01 FEET TO THE POINT OF BEGINNING.

CONTAINS 108,184 SQ. FT. OR 2.438 ACRE MORE OR LESS

BASES OF BEARING: THE SECTION LINE BEARING BEING NORTH 07°01'42" WEST FROM THE SOUTHWEST CORNER OF SECTION 31 TO THE WEST QUARTER CORNER OF SECTION 31

PARCEL #2 (DEDICATED)

A PARCEL OF LAND LYING IN THE SOUTHWEST QUARTER OF SECTION 31, TOWNSHIP 4 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN.

BEGINNING AT A POINT WHICH IS 78.23 FEET SOUTH AND 808.03 FEET EAST FROM THE SOUTHWEST CORNER OF SECTION 31, TOWNSHIP 4 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN RUNNING THEREIN N.07°58'41"W, 281.33 FEET; THENCE NORTHEASTERLY 707.82 FEET ALONG THE ARC OF A 802.00-FOOT RADIUS CURVE TO THE RIGHT (NOTE: CHORD BEARS N.24°18'20"E, 688.07 FEET); THENCE N.47°33'21"E, 448.21 FEET; THENCE SOUTHWESTERLY 637.21 FEET ALONG THE ARC OF A 722.00-FOOT RADIUS CURVE TO THE LEFT (NOTE: CHORD BEARS S.24°18'20"W, 616.73 FEET); THENCE S.07°58'41"E, 668.85 FEET; THENCE S.09°59'22"W, 80.01 FEET TO THE POINT OF BEGINNING.

CONTAINS 110,549 SQ. FT. OR 2.538 ACRE MORE OR LESS

BASES OF BEARING: THE SECTION LINE BEARING BEING NORTH 07°01'42" WEST FROM THE SOUTHWEST CORNER OF SECTION 31 TO THE WEST QUARTER CORNER OF SECTION 31

PARCEL #3 (DEDICATED)

A PARCEL OF LAND LYING IN THE SOUTHWEST QUARTER OF SECTION 31, TOWNSHIP 4 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN.

BEGINNING AT A POINT WHICH IS 188.36 FEET SOUTH AND 800.01'42"W, ALONG THE SECTION LINE AND 808.03 FEET EAST FROM THE SOUTHWEST CORNER OF SECTION 31, TOWNSHIP 4 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN RUNNING THEREIN N.07°58'41"W, 17.42 FEET; THENCE NORTHEASTERLY 804.56 FEET ALONG THE ARC OF A 805.00-FOOT RADIUS CURVE TO THE RIGHT (NOTE: CHORD BEARS N.24°18'20"E, 585.13 FEET); THENCE N.47°33'20"E, 57.70 FEET; THENCE SOUTHWESTERLY 802.43 FEET ALONG THE ARC OF A 722.00-FOOT RADIUS CURVE TO THE LEFT (NOTE: CHORD BEARS S.24°18'20"W, 808.06 FEET); TO THE POINT OF BEGINNING.

CONTAINS 1,582 SQ. FT. OR 0.036 ACRE MORE OR LESS

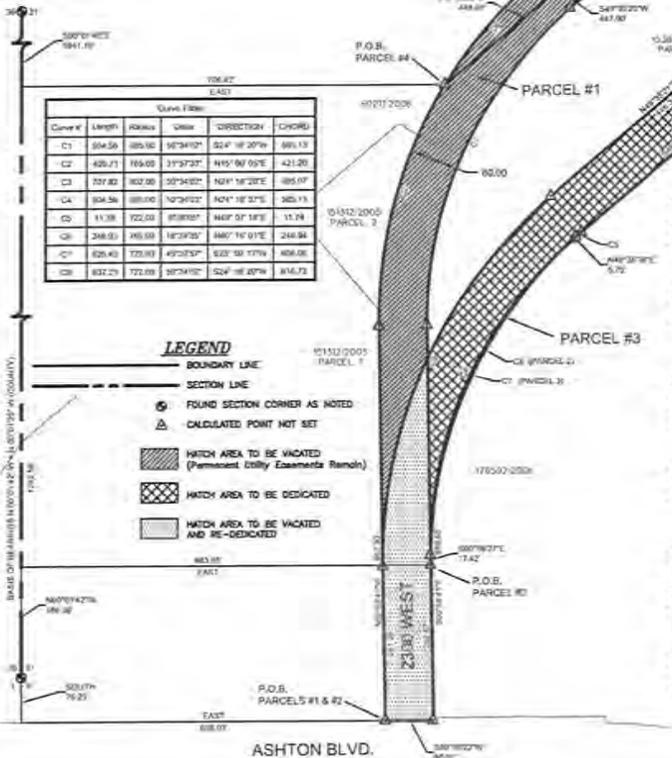
BASES OF BEARING: THE SECTION LINE BEARING BEING NORTH 07°01'42" WEST FROM THE SOUTHWEST CORNER OF SECTION 31 TO THE WEST QUARTER CORNER OF SECTION 31

PARCEL #4 (VACATED)

BEGINNING AT A POINT LOCATED S.07°01'42"E, 1841.10 FEET ALONG THE SECTION LINE AND EAST 708.42 FEET FROM THE WEST 1/4 CORNER OF SECTION 31, T4S, R1E, S18B & M, THENCE NORTHEASTERLY 248.03 FEET ALONG THE ARC OF A 785.00-FOOT RADIUS CURVE TO THE RIGHT (NOTE: CHORD BEARS N.47°19'01"E, 248.94 FEET); THENCE N.47°33'20"E, 208.20 FEET; THENCE S.07°43'56"E, 40.04 FEET; THENCE S.49°35'20"W, 448.01 FEET TO THE POINT OF BEGINNING.

CONTAINS 14,737 SQ. FT. OR 0.338 ACRE MORE OR LESS

BASES OF BEARING: THE SECTION LINE BEARING BEING SOUTH 07°01'42" EAST FROM THE WEST QUARTER CORNER OF SECTION 31 TO THE SOUTHWEST CORNER OF SECTION 31



LEGEND

BOUNDARY LINE

SECTION LINE

FOUND SECTION CORNER AS NOTED

CALCULATED POINT NOT SET

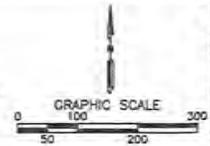
HATCH AREA TO BE VACATED (Permanent Utility Easements Remains)

HATCH AREA TO BE DEDICATED

HATCH AREA TO BE VACATED AND RE-DEDICATED

EXHIBIT A
A STREET VACATION AND DEDICATION PLAT TO LEHI CITY
2300 WEST STREET
DEDICATION PLAT
LEHI CITY, UTAH COUNTY, UTAH

A PROJECT LOCATED IN THE SOUTHWEST 1/4 OF SECTION 31, TOWNSHIP 4 SOUTH, RANGE 1 EAST, SLB&M



SURVEYOR'S CERTIFICATE
I, DAN E. KNOWLTON, DO HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR AND THAT I HOLD CERTIFICATE NO. 175885 AS PRESCRIBED UNDER THE LAWS OF THE STATE OF UTAH. I FURTHER CERTIFY THAT BY AUTHORITY OF THE OWNERS, I HAVE MADE A SURVEY OF THE TRACT OF LAND SHOWN ON THIS PLAT AND DESCRIBED HEREON, AND HAVE SUBDIVIDED SAID TRACT OF LAND INTO A STREET, HEREAFTER TO BE KNOWN AS 2300 WEST STREET DEDICATION AND VACATION AND THAT THE SAME HAS BEEN CORRECTLY SURVEYED AND STAKED ON THE GROUND AS SHOWN ON THIS PLAT.

DAN E. KNOWLTON _____ DATE _____

NARRATIVE

LEHI CITY CORPORATION DESIRES TO RELOCATE A PORTION OF THE EXISTING 2300 WEST STREET AND ITS INTERSECTION WITH THE EXISTING 1-15 FRONTAGE ROAD TO BETTER FACILITATE THE FUTURE CONSTRUCTION OF AN OVERPASS OVER THE EXISTING INTERSTATE 15. THE PURPOSE OF THIS PLAT IS TO VACATE, BY LEHI CITY CORPORATION, THAT CERTAIN 2300 WEST STREET POSITIONS AND THE STREET DEDICATION PLAT FOR THANKSGIVING POINT SPECIAL IMPROVEMENT DISTRICT FILED AS ENTRY NUMBER 662923000 AND A PORTION OF THAT CERTAIN 2300 WEST STREET DEDICATION PLAT FILED AS NUMBER 80717-1989 AND TO HAVE DEDICATED TO THE CITY A PORTION OF THOSE PROPERTIES OWNED BY THANKSGIVING POINT DEVELOPMENT CO. L.C. AND THANKSGIVING POINT DEVELOPMENT L.C. AS SHOWN HEREON.

IT IS UNDERSTOOD BY ALL PARTIES, THAT WITH THE VACATION OF THE EXISTING ROAD DEDICATION PLATS REFERENCED ABOVE, ALL EXISTING UTILITIES CURRENTLY IN SAID 80 FOOT FRONT OF 1515 FRONTAGE ROAD, UNDERGROUND, OVERGROUND, SEWER AND PUBLIC UTILITIES, WILL BE ALLOWED TO REMAIN AND BE GRANTED PERPETUAL ACCESS AND MAINTENANCE EASEMENTS.

OWNER'S DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT WE, THE UNDERSIGNED OWNERS OF THE PROPERTY KNOWN AS PARCELS #1 & #2 AS SHOWN HEREON AND DESCRIBED IN THE SURVEYOR'S CERTIFICATE, DO HEREBY WARRANT THAT WE ARE THE SOLE OWNERS OF SAID PROPERTY DO HEREBY CONSENT TO THE PREPARATION AND RECORDATION OF THIS PLAT, DO HEREBY CONSENT TO LEHI CITY ALL OF THE INTEREST OF THE UNDERSIGNED IN SAID PROPERTY, AND DO HEREBY ACKNOWLEDGE THAT SAID PROPERTY MAY BE UTILIZED BY LEHI CITY AS A PUBLIC STREET, FOR PUBLIC UTILITIES, OR FOR ANY OTHER PURPOSE, AND THAT LEHI CITY MAY GRANT TO PUBLIC UTILITY PROVIDERS, THEIR SUCCESSORS AND ASSIGNS, A PERMANENT EASEMENT AND RIGHT-OF-WAY OVER AND UPON SAID PROPERTY FOR THE CONSTRUCTION AND MAINTENANCE OF ELECTRIC TELEPHONE, NATURAL GAS, SEWER, WATER, AND STORM DRAIN LINES AND APPURTENANCES THERETO, TOGETHER WITH THE RIGHT OF ACCESS THEREON, THE UNDERSIGNED FURTHER ACKNOWLEDGE AND AGREE THAT IN ACCEPTING AND RECORDING THIS DEDICATION, LEHI CITY IS VACATING PARCELS #1 & #2, SUBJECT TO THE ABOVE MENTIONED PERPETUAL ACCESS AND MAINTENANCE EASEMENTS, FOR THE EXISTING UTILITIES WITHIN SAID PARCELS #1 & #2, AND ACCEPT DEDICATION OF THE ABOVE MENTIONED PARCELS #2 AND #3. FUTURE USE OF PARCELS DEDICATED MAY INCLUDE INSTALLATION OF SEWER, WATER, AND OTHER UTILITY LINES AND/OR FUTURE POSSIBLE CONSTRUCTION OF STREETS, THE UNDERSIGNED AGREE AND ACKNOWLEDGE ON BEHALF OF THEMSELVES, THEIR HEIRS, SUCCESSORS, AND ASSIGNS THAT THE RECORDING OF THIS PLAT DOES NOT CONSTITUTE A SUBDIVISION OF THE SUBJECT PROPERTY AND THAT THE VACATION OF SAID PROPERTY AND THE ACCEPTANCE THEREOF BY LEHI CITY CREATES NO RIGHT ON BEHALF OF THE UNDERSIGNED OR THIRD PARTIES TO COMPEL LEHI CITY TO ACCEPT RESPONSIBILITY FOR INSTALLING OR MAINTAINING TRENCHES OR OTHER IMPROVEMENTS, LEHI CITY SHALL ACCEPT SUCH RESPONSIBILITY ONLY WHERE ROADWAYS AND OTHER IMPROVEMENTS MEETING LEHI CITY STANDARDS HAVE BEEN INSTALLED.

ACKNOWLEDGMENT

ON THE _____ DAY OF _____ A.D., 20____, PERSONALLY APPEARED BEFORE ME, _____, PERSONALLY KNOWN TO ME TO BE THE MAYOR OF LEHI CITY, A UTAH MUNICIPAL CORPORATION, WHO ACKNOWLEDGED BEFORE ME THAT HE SIGNED THE FOREGOING INSTRUMENT AS AUTHORIZED AGENT FOR THE CITY OF LEHI CITY, A UTAH MUNICIPAL CORPORATION, AND THAT THE SEAL IMPRESSED ON THE WITHIN INSTRUMENT IS THE SEAL OF SAID CORPORATION, AND THAT SAID INSTRUMENT IS THE FREE AND VOLUNTARY ACT OF SAID CORPORATION, FOR THE USES AND PURPOSES THEREIN AUTHORIZED, AND ON OATH STATED THAT HE WAS AUTHORIZED TO EXECUTE SAID INSTRUMENT ON BEHALF OF SAID CORPORATION AND THAT SAID CORPORATION EXECUTED THE SAME.

WITNESS MY HAND AND OFFICIAL SEAL.

MY COMMISSION EXPIRES _____ COUNTY _____ NOTARY PUBLIC FOR THE STATE OF UTAH _____

SEPTEMBER 13, 2010
A STREET VACATION AND DEDICATION PLAT TO LEHI CITY
2300 WEST STREET
DEDICATION PLAT
LEHI CITY, UTAH COUNTY, UTAH
A PROJECT LOCATED IN THE SOUTHWEST 1/4 OF SECTION 31, TOWNSHIP 4 SOUTH, RANGE 1 EAST, SLB&M
LEHI, UTAH
SCALE: 1" = 100'

CIVIL SCIENCE
DESIGN - SURVEY - PLANNING - RECORDS
3180 West Clubhouse Drive
Lehi, UT 84043
PHONE (801)768-7600 FAX (801)768-7601

CITY APPROVAL

APPROVED AS TO FORM THIS DAY OF _____ A.D., 20____

APPROVED AS TO FORM THIS DAY OF _____ A.D., 20____

CITY ENGINEER

CITY RECORDER

MAYOR

NOTARY PUBLIC SEAL

CITY ENGINEER

RECORDING SEAL

SURVEYOR'S SEAL

NOTARY PUBLIC SEAL

CITY ENGINEER

RECORDING SEAL

LEHI CITY
CITY COUNCIL AGENDA
December 14, 2010

AGENDA ITEM: 16

SUBJECT: Consideration of Ordinance # 12-14-10.19 adopting the 2009 edition of the International Wildland-Urban Interface Code.

PETITIONER: Fire Department

ACTION REQUESTED BY PETITIONER: Approve Ordinance

INFORMATION: [Ordinance # 12-14-10.19](#)

[BACK TO AGENDA](#)



ORDINANCE NO. 12-14-10.19

AN ORDINANCE DESIGNATED AS CHAPTER 15.26 OF THE LEHI CITY MUNICIPAL CODE. ADOPTING THE 2009 EDITION OF THE *INTERNATIONAL WILDLAND-URBAN INTERFACE CODE*, REGULATING AND GOVERNING THE MITIGATION OF HAZARD TO LIFE AND PROPERTY FROM THE INTRUSION OF FIRE FROM WILDLAND EXPOSURES, FIRE FROM ADJACENT STRUCTURES AND PREVENTION OF STRUCTURE FIRES FROM SPREADING TO WILDLAND FUELS IN THE DESIGNATED AREAS; PROVIDING FOR THE ISSUANCE OF PERMITS AND COLLECTION OF FEES THEREFOR; REPEALING THE PRESENTLY EXISTING CHAPTER 15.26 OF THE LEHI CITY MUNICIPAL CODE AND ALL OTHER ORDINANCES AND PARTS OF THE ORDINANCES IN CONFLICT THEREWITH.

WHEREAS, based upon the findings of the Fire Chief of the Lehi City Fire Department as set forth Exhibit A, attached hereto and the representations and explanations from the Fire Chief, the Lehi City Council hereby finds that the Wildland-Urban Interface areas designated as the Dry Creek Corridor and the Traverse Mountain Area identified on maps attached hereto as Exhibit B, have certain climatic, geologic, and topographical features that can have a deleterious effect on emergency services such as fire protection and emergency medical services; and

WHEREAS, the International Wildland-Urban Interface Code, 2009 Edition serves to mitigate to the extent possible, said deleterious effect; and

WHEREAS, the Lehi City council further finds, based upon specific Finding 3 of the Fire Chief set forth on Exhibit A, that one modification to the International Wildland-Urban Interface Code, 2009 Edition, is necessary because of local climatic, geologic and topographical conditions. This modification is identified in Section 2 below as Section 602.1.

Now THEREFOR, be it ordained by the City Council of Lehi City, State of Utah as follows:

Section 1. That a certain document, three (3) copies of which are on file in the office of the Lehi City Recorder, being marked and designated as the *International Wildlife-Urban Interface Code*, 2009 edition, as published by the International Code council, be and is hereby adopted as the *Wildland-Urban Interface Code* of Lehi City, in the State of Utah for regulating and governing the mitigation of hazard to life and property from the intrusion of fire from wildland exposures, fire from adjacent structures and prevention of structure fires from spreading to wildland fuels as herein provided; providing for the issuance of permits and collection of fees therefor; and each and all of the regulations, provisions, penalties, conditions and terms of said *Wildland-Urban Interface Code* on file in the office of the Lehi City Recorder and hereby referred to, adopted, and made a part hereof, as if fully set out in this ordinance, with the additions, insertions, deletions and changes, if any, prescribed in Section 2 of this ordinance.

Section 2. The following sections are hereby revised:

Section 101.1. Insert: Lehi City

Section 109.4.7. Insert: Class B Misdemeanor

Section 114.4. Insert: not less than \$100.00 and not more than \$1000.00.

Section 602.1. Insert: General. An approved automatic sprinkler system shall be installed in all occupancies in new buildings required to meet the requirements for Class 1 and Class 2 ignition-resistant construction in Chapter 5 throughout the Dry Creek Corridor. The installation of the automatic sprinkler systems shall be in accordance with nationally recognized standards.

Section 3. That the presently existing Chapter 15.26 of the Lehi City Municipal Code entitled Wildland-Urban Interface Code and all other ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 4. That if any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this ordinance. The Lehi City Council hereby declares that it would have passed this ordinance, and each section, subsection, clause or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses and phrases be declared unconstitutional.

Section 5. That nothing in this ordinance or in the *Wildland-Urban Interface Code* hereby adopted shall be construed to affect any suit or proceeding impending in any court, or any rights acquired, or liability incurred, or any cause or causes of action acquired or existing, under any act or ordinance hereby repealed as cited in Section 3 of this ordinance; nor shall any just or legal right or remedy of any character be lost, impaired or affected by this ordinance.

Section 6. That the Lehi City Recorder is hereby ordered and directed to cause this ordinance to be published in a newspaper in general circulation.

Section 7. That this ordinance and the rules, regulations, provisions, requirements, orders and matters established and adopted hereby shall take effect and be in full force and effect from and after that date of its passage and publication.

Section 8. Specific boundaries of natural or man-made features of wildland-urban interface areas shall be as shown on the wildland-urban interface area maps attached hereto as Exhibit B and incorporated by reference herein.

PASSED, ADOPTED AND ORDERED POSTED by the City Council of Lehi City, Utah this
14th day of December 2010

BERT WILSON, Mayor

ATTEST:

MARILYN BANASKY, City Recorder

EXHIBIT A

FINDINGS

The Fire Chief does herewith make findings that certain climatic, topographic or geological features exist in Lehi City, and that those features can, under certain circumstances, affect emergency services. Further, certain code amendments are made to the International Fire Code and the International Building Code that are aimed at mitigating, to the extent possible, the impact of those features.

Finding 1

That a portion of Lehi City is situated on the slopes of and at the base of the Traverse Mountain, with drainage from the North, including many established washes that have been in the area for many years, which, when flash floods occur, could overwhelm the drainage system and could result in conditions rendering fire department vehicular traffic access unduly burdensome or impossible.

Further, the flood conditions described above carry the potential for overcoming the ability of the fire department to aid or assist in fire control, evacuations, rescues and the emergency task demands inherent in such situations. The potential for the aforementioned flooding conditions to result in limiting fire department emergency vehicular traffic, with resulting overtaxing fire department personnel, may further cause a substantial or total lack of protection against fire for the buildings and structures located within Traverse Mountain.

The aforementioned conditions support the imposition of fire-protection requirements greater than those set forth in the International Building Code or International Fire Code.

Finding 2

That Lehi City is situated near the Wasatch fault that follows the I-15 corridor and extends through Lehi City, which is capable of generating earthquakes of significant magnitude. These faults are subject to becoming active at any time. There is also known traces of fault with evidence of Holocene in Utah Lake near the Lehi border. Lehi City is particularly vulnerable to devastation should such an earthquake occur. The potential effects of earthquake activity include isolating Traverse Mountain area from the surrounding greater Lehi area and restricting or eliminating internal circulation due to the potential for collapsing of highway overpasses and underpasses, along with other bridges in the area, or an earth slide, and the potential for vertical movement rendering surface travel unduly burdensome or impossible.

Additional potential risks inherent in such an occurrence include loss of the Lehi City water sources; it would be expected to suffer severe damage, along with the pressurized irrigation reservoirs and water mains that the fire hydrants are located and culinary water mains that are used for back-up fire fighting; broken natural gas mains causing structure and other fires; leakage

of hazardous materials; the need for rescues from collapsed structures; and the rendering of first aid and other medical attention to large numbers of people.

The aforementioned conditions support the imposition of fire-protection requirements greater than those set forth in the International Building Code or International Fire Code.

Finding 3

Lehi City is bisected by State Road 92 and Interstate 15. These highways are heavily traveled by transportation vehicles carrying known toxic, flammable, explosive and hazardous materials.

The potential for release or threatened release of a hazardous material along one of these routes is highly probable given the volume transported daily. Incidents of this nature will normally require all available emergency response personnel to prevent injury and loss of life and to prevent, as far as practicable, property loss. Emergency personnel responding to such aforementioned incidents may be unduly impeded and delayed in accomplishing an emergency response as a result of this situation, with the potential result of undue and unnecessary risk to the protection of life and public safety and, in particular, endangering residents and occupants in buildings or structures without the protection of automatic sprinklers in designated areas.

The aforementioned conditions support the imposition of fire-protection requirements greater than those set forth in the International Building Code or International Fire Code.

Finding 4

A portion of Lehi City is situated along the Dry Creek Corridor beginning at 1200 East and extending South to Nuttall Drive. This area is designated part of the flood plain by the Army Corp of Engineers. This area experiences floods each year during the spring runoff typically during the months of April, May and extending into June. When these floods occur, it could result in conditions rendering fire department vehicular traffic access unduly burdensome or impossible.

Further, the flood conditions described above carry the potential for overcoming the ability of the fire department to aid or assist in fire control, evacuations, rescues and the emergency task demands inherent in such situations. The aforementioned flooding conditions have the potential of limiting fire department emergency vehicular traffic and overtaxing fire department personnel, which in turn may cause a substantial or total lack of protection against fire for the buildings and structures located within the Dry Creek Corridor.

The aforementioned conditions support the imposition of fire-protection requirements greater than those set forth in the International Building Code or International Fire Code.

Finding 5

The topography of the Dry Creek Corridor presents problems in delivery of emergency services, including fire protection. There are limited fire hydrants within the Dry Creek Corridor. These hydrants would be inaccessible during wildland firefighting activities due to their location. Accessing these hydrants would place firefighters and equipment too close to any fire that occurs along the corridor. Firefighting activities would have to be accomplished from the outer areas until the fire burns down allowing extinguishment. Evacuations and rescues would be difficult placing emergency responders in extreme danger. In addition some of the road grades within the Dry Creek Corridor are excessive with 1200 east being 12 percent grade and 600 east being 14 percent grade. These steep grades make it difficult for fire apparatus to access fire areas safely.

Hilly terrain has narrow, winding roads with little circulation, preventing rapid access and orderly evacuation. Much of these hills are covered with a build-up of hazardous fuels including noxious and invasive weeds, highly non-fire resistive natural vegetation including grasses, sage brush, heavy dead under growth and nuisance trees such as Elm, Willow and Russian Olive along with ornamental trees such as pine and oak brush. This growth extends to the homes and often covers a portion of the roof systems. In addition to access and evacuation problems, the terrain makes delivery of water extremely difficult. Some areas are so dense that responding fire apparatus could not respond safely to fight fires in high winds, earthquake and other power failure situations.

The aforementioned conditions support the imposition of fire-protection requirements greater than those set forth in the International Building Code or International Fire Code.

Finding 6

Climatic conditions during the summer and fall, including high winds and fires from lightning strikes are likely to occur in dry, dense materials and once started, can expand extremely rapidly. These storms create numerous serious difficulties regarding the control of and protection against fires in Lehi City. The hot, dry weather typical in these areas coupled with low humidity frequently results in wildfires that could threaten the Traverse Mountain area and the Dry Creek Corridor within Lehi City.

The Traverse Mountain area is located in an area that is known to have high winds present throughout the year. The winds in the Traverse Mountain area are fairly common occurrences during the year. From time to time wind speeds can be strong enough to create general mayhem. These episodes are associated with storms that come from the North and are funneled through the Traverse Mountain area. Wind speeds during these events are highly variable in both time and space; at any given location wind speed can increase or decrease significantly over a span of a few minutes. In addition, locations within a mile or two can experience drastically different speeds.

The Dry Creek Corridor has the potential for the aforementioned hazardous weather conditions as well. Lightning storms along with severe winds passing through Lehi City affect the Dry Creek Corridor in a different manner. The long deep depression that surrounds Dry Creek is lined with long stands of old growth trees, brush and grasses that have been unkempt for decades. Intermixed with residential and farm houses, this area is ripe for disaster. These strong seasonal winds have the potential of toppling large pine, willow, elm and Russian olive trees. The trees are subject to uprooting in strong winds due to relatively small root bases compared to the tree itself interfering with emergency vehicle access, delaying or making fire responses difficult or impossible.

The aforementioned Conditions support the imposition of fire-protection requirements greater than those set forth in the International Building Code or International Fire Code.

Finding 7

Lehi City is a semiarid to arid desert area and experiences water shortages from time to time. Those shortages can have a severely adverse effect on water availability for firefighting. Fires starting in sprinklered buildings are typically controlled by one or two sprinkler heads, flowing as little as 13 gallons per minute (0.82 L/s) each.

Hose streams used by engine companies on well-established structure fires operate at about 250 gallons per minute (15.8 L/s) each, and the estimated water need for a typical residential fire is 1,250 to 1,500 gallons per minute (78.9 to 94.6 L/s), according to the Insurance Services Office.

Under circumstances such as earthquakes, when multiple fires start within the community, the limited water demands of residential automatic sprinklers would control and extinguish many fires before they spread from building to building. In such a disaster, water demands needed for conflagration firefighting probably would not be available.

The aforementioned conditions support the imposition of fire-protection requirements greater than those set forth in the International Building Code or International Fire Code.

Due to these findings the following areas are designated as:

Traverse Mountain area is designated Moderate Hazard under Table 603.2 Required Defensible Space.

Dry Creek Corridor is designated from High Hazard to Extreme Hazard under Table 603.2 Required Defensible Space.

SUMMARY

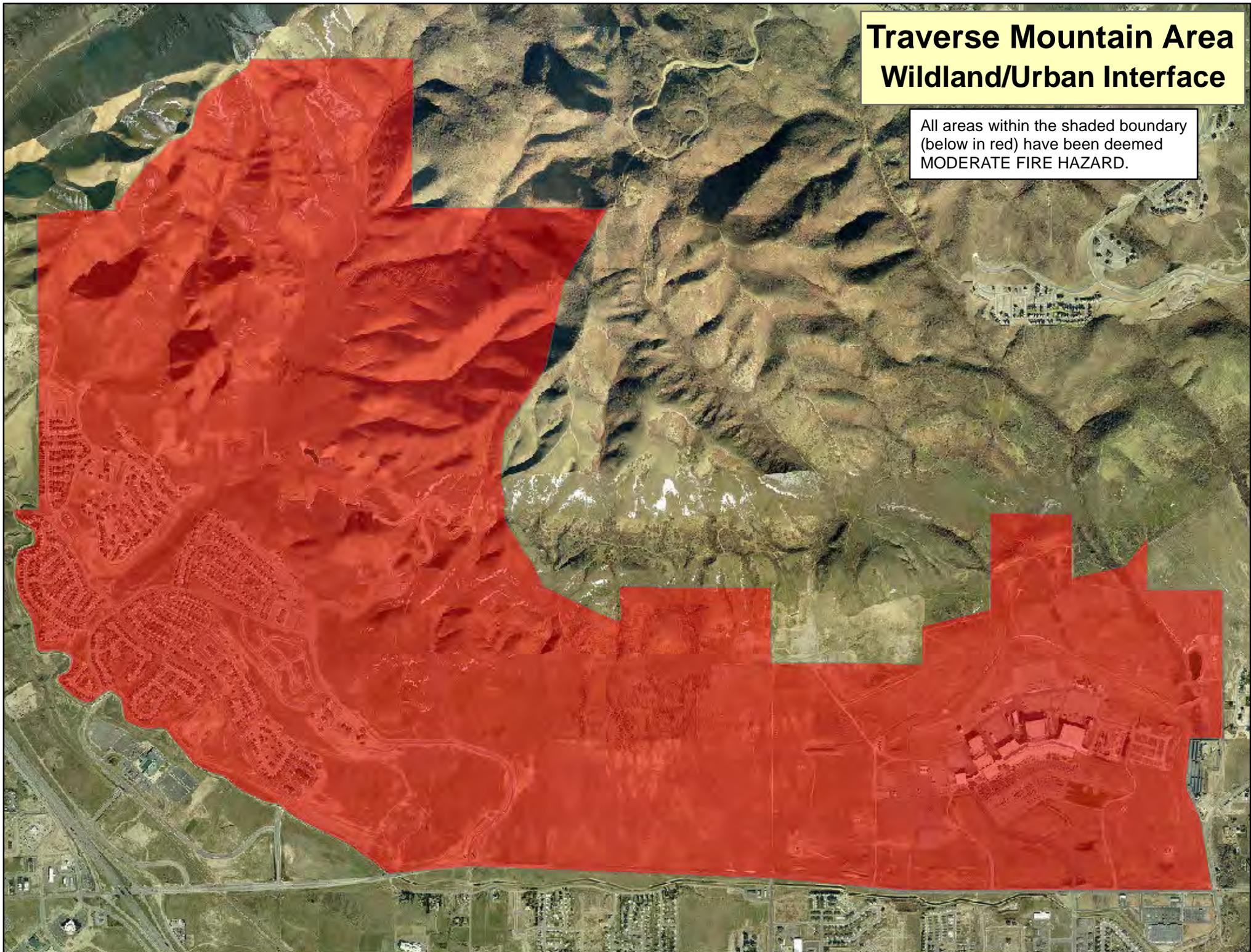
The goal of this ordinance is to assist in reducing costs and loss of life and property from wildfire by protecting assets at risk through focused pre-fire management. Findings 1 thru 7 detail significant problems that face Lehi City and emergency response personnel in the event of fires in these designated areas. The Lehi Fire Department will assess the existing levels of wildland protection services, and identify high-risk and high-value areas that are potential locations for costly and damaging wildfires. As these areas are identified property owners will be notified and a plan of action will be instituted through education and assistance in mitigating any potential wildland fire.

EXHIBIT B

Maps

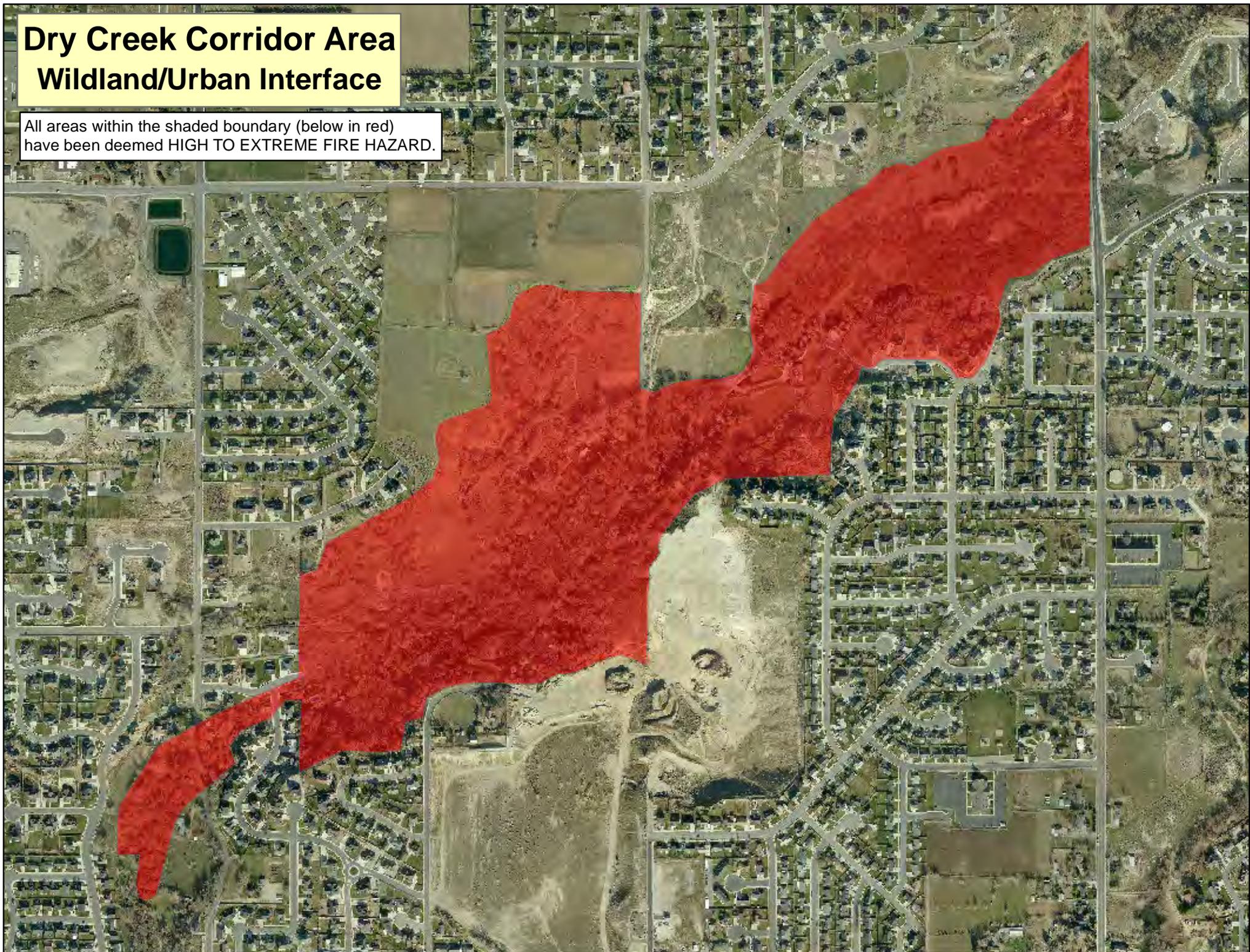
Traverse Mountain Area Wildland/Urban Interface

All areas within the shaded boundary
(below in red) have been deemed
MODERATE FIRE HAZARD.



Dry Creek Corridor Area Wildland/Urban Interface

All areas within the shaded boundary (below in red)
have been deemed HIGH TO EXTREME FIRE HAZARD.



LEHI CITY
CITY COUNCIL AGENDA
December 14, 2010

AGENDA ITEM: 17

SUBJECT: Consideration of LaPuente Restaurant's request for a liquor license.

PETITIONER: Tomas Valerio L

ACTION REQUESTED BY PETITIONER: Approve application for a liquor license

INFORMATION: Mr. Vallerio currently holds a beer license for the La Puente restaurant located at 101 N. 1200 E #A6. He is requesting that he be allowed to serve liquor at the restaurant. The Department of Alcoholic Beverage Control requires that he receive local consent prior to their issuing him a liquor license.

The Planning Department has verified that the restaurant meets the zoning and proximity requirements and has given their approval.

The Police Department should be able to complete the background check and have their recommendation at the meeting.

[Liquor License Application](#)

[BACK TO AGENDA](#)



Liquor Business License Application

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

Business Name (dba): <u>LAPUENTE</u>		Type of Business: <u>RESTAURANT</u>	
Business Address: <u>101 N 1200 E</u>		Apt/Suite: <u>#A6</u>	
City: <u>LEHI</u>	State: <u>UT</u>	Zip Code: <u>84043</u>	Business Telephone: <u>801 766-2619</u>
Mailing Address (if different):			
email:			

Business Owner Name: <u>Tomás Valerio L</u>			
Owner Address: [REDACTED]			
City:	State: <u>UT</u>	Zip Code: [REDACTED]	Telephone: [REDACTED]
Birthdate:		Signature: <u>Tomás Valerio L</u>	

Disclaimer
This form is an application for a business license.

- All fees are non-refundable. Business licenses expire December 31st and renewal is the responsibility of the business. Failure to receive a renewal notice does not excuse this responsibility.
- I/We are aware that this application does not constitute approval to operate a business.
- I/We have read the following and agree to conduct business strictly in accordance with all ordinances, codes and regulations set forth by Lehi City Corporation, Utah County, the State of Utah, and Federal standards, whichever applies. I/WE also agree that no other type of business will be conducted other than what has been stated above.
- I/We attest that all information on this application is true and correct.

Tomás Valerio L 12-2-10
Applicant Signature Date

TOMAS VALERIO L
Please Print Your Name

Office Use Only	
No. of Employees: <u>22</u>	Planning/Zoning _____ Date _____
License Fee: _____	Planning Commission _____ Date _____
Inspection Fee: _____	Building/Inspections _____ Date _____
Bond: _____	Fire Marshal _____ Date _____
Other Fees: _____	County Health Department (If needed) _____ Date _____
Business Type: _____	
State Sales Tax # _____	
Total: _____	

It takes a minimum of two weeks for the business license to be issued. The license is issued when all inspections are complete, compliance with Zoning, Building, Fire, Health or other Divisions have been met, the application was properly completed and the business does not require a conditional use permit.

UDABC "RESTAURANT -LIQUOR" APPLICATION / RE # _____

PROCESSING CHECKLIST

Db: LA PUENTE LEHI Contact: _____ Phone: _____

REVIEW OF ITEMS SUBMITTED

1. \$2,000 Licensing fees: \$250 Filing \$1,750 Annual > expires October 31 Receipts attached _____
2. Application: Signed & notarized Information complete ^{MANUAL INFO} Tax ID #s Background checks _____
3. "Certificate of Exemption" from Sales tax for Liquor purchases at State stores _____
4. Local consent: Incorporated city/town: _____ Unincorporated county: _____
5. Local licenses: Business Alcohol Applied for _____
6. \$10,000 Bond: Surety >--- original >--- rider >--- signed Cash / DABC receipt # _____
7. Certificate of insurance: General liability Liquor liability (dram shop limits) _____
8. Floor plan of premises (alcohol storage, service, consumption areas): New Copied /revised -previous file
9. Business organization papers: not for Individual _____
 Corporation Articles of Incorporation filed -Dept of Commerce _____
 Limited Liability Company Articles of Organization filed -Dept of Commerce _____
 Partnership Written agreement? _____
10. Menus: Food Alcoholic beverage brand & price posting / list _____
11. _____ Dispensing system/records – liquor only: _____ Form filed?
12. _____ Other: Storage? _____ Bar structure / Lockup? _____ Entertainment?

Date

Initials

STAFF PROCESSING

- | | | |
|-------|-------|--|
| _____ | _____ | 1. Application – Submitted: <input type="checkbox"/> Change of ownership <input type="checkbox"/> Pull / copy old file # _____ |
| _____ | _____ | 2. >>> Chris / Database: <input type="checkbox"/> Entered <input type="checkbox"/> Cover sheet <input type="checkbox"/> Label <input type="checkbox"/> Checklist
Multiple applications: <input type="checkbox"/> BE <input type="checkbox"/> CL <input type="checkbox"/> RL <input type="checkbox"/> BC <input type="checkbox"/> PA-4 _____ |
| _____ | _____ | 3. Application – Reviewed: <input type="checkbox"/> Notified of deficient items above: _____ |
| _____ | _____ | 4. Inspection: <input type="checkbox"/> OK-200' / 600' <input type="checkbox"/> Previously done <input type="checkbox"/> Prohibitions-public hearing: _____ |
| _____ | _____ | 5. Background checks (current <one year): <input type="checkbox"/> BC _____ <input type="checkbox"/> FBI _____ <input type="checkbox"/> OK? |
| _____ | _____ | 6. Open? _____ <input type="checkbox"/> Seasonal? _____ |
| _____ | _____ | 7. Application - Complete _____ |
| _____ | _____ | 8. Ready for agenda: <input type="checkbox"/> Earl - issues? _____ <input type="checkbox"/> Sharon <input type="checkbox"/> Chris
>>> <input type="checkbox"/> Y-Active status <input type="checkbox"/> License <input type="checkbox"/> File / Assigned <input type="checkbox"/> Previous license - inactive? |

Marilyn Banasky

From: Kim Struthers
Sent: Monday, December 06, 2010 8:41 AM
To: Marilyn Banasky
Subject: RE: Liquor License Application

Marilyn,

In reviewing the location of LaPuente restaurant, there are no "community locations" as defined in your email below within 600 feet of the restaurant. To the best of my knowledge, the restaurant meets the proximity requirements.

If you need any other information on this, please let me know. Also, I will be in touch with you today on the information you need for the upcoming December 14th City Council meeting.

Thanks,

Kim Struthers, AICP
Planning Director
Lehi City Planning Department
99 W. Main St.
Lehi, UT 84043
801-768-7120 ext. 2
kstruthers@lehi-ut.gov

From: Marilyn Banasky
Sent: Monday, December 06, 2010 8:09 AM
To: Kim Struthers
Subject: Liquor License Application

Kim,

Attached is the liquor license request for the LaPuente restaurant. In looking at our code it appears that we follow the state code regarding liquor licensing procedures. The state code states that a restaurant liquor premise cannot be within 600 feet of a community location, as measured from the nearest entrance of the outlet by following the shortest route of ordinary pedestrian travel to the location; and 200 feet of a community location, measured in a straight line from the nearest entrance of the proposed outlet to the nearest property boundary of the community location. Utah Code also states that educational, religious, and recreational facilities can be used to determine proximity and that an educational facility includes: nursery school, infant day care center, and trade and technical school. These state code references are in 32A-4-101.

Community location as defined in the state code is :

- (a) a public or private school;
- (b) a church;
- (c) a public library;
- (d) a public playground; or
- (e) a public park.

Please review the application to ensure that the license meets the proximity requirements. Once that is done I will place it on the City Council agenda. If you get it done soon enough, I will place it on the December 14th agenda.

Thanks for all your help.

Marilyn Banasky
City Recorder
Lehi City

LEHI CITY
CITY COUNCIL AGENDA
December 14, 2010

AGENDA ITEM: 18

SUBJECT: Consideration of approving the 2011 City Council meeting schedule.

PETITIONER: City Recorder

ACTION REQUESTED BY PETITIONER: Approve 2011 meeting schedule

INFORMATION: As per Utah state code the City Council is required to approve an annual meeting schedule.

[2011 City Council meeting schedule](#)

[BACK TO AGENDA](#)



Lehi City Council 2011 Meeting Schedule

1st Tuesday of each month - Work Session 4:00 p.m.

2nd and 4th Tuesday - Pre-Council 5:30 p.m., Regular Session 7:00 p.m.

Held in the Lehi City Council Chambers, located at 153 North 100 East, Lehi, Utah.

January 4, 2011 Work Session	July 5, 2011 Work Session
January 11, 2011 City Council	July 12, 2011 City Council
January 25, 2011 City Council	July 26, 2011 City Council
February 1, 2011 Work Session	August 2, 2011 Work Session
February 8, 2011 City Council	August 9, 2011 City Council
February 22, 2011 City Council	August 23, 2011 City Council
March 1, 2011 Work Session	September 6, 2011 Work Session
March 8, 2011 City Council	September 27, 2011 City Council
March 22, 2011 City Council	October 4, 2011 Work Session
April 5, 2011 Work Session	October 11, 2011 City Council
April 12, 2011 City Council	October 25, 2011 City Council
April 26, 2011 City Council	November 1, 2011 Work Session
May 3, 2011 Work Session	November 1, 2011 City Council
May 10, 2011 City Council	December 6, 2011 Work Session
May 24, 2011 City Council	December 13, 2011 City Council
June 7, 2011 Work Session	
June 14, 2011 City Council	
June 28, 2011 City Council	

- 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 notice has been properly posted and a copy provided to the local news media.

LEHI CITY
CITY COUNCIL AGENDA
December 14, 2010

AGENDA ITEM: 19

SUBJECT: Approve meeting minutes from:
November 9, 2010 Regular City Council
November 9, 2010 Closed Executive Session

PETITIONER: City Recorder

ACTION REQUESTED BY PETITIONER: Approve minutes

INFORMATION: [November 9, 2010 Regular City Council](#)

November 9, 2010 Closed Executive Session minutes are protected records under Title 63, Chapter 2 Government Records Access and Management Act of the Utah State Code.

[BACK TO AGENDA](#)

**Lehi City Council Meeting
Minutes**

Tuesday, November 9, 2010 7:00 p.m. Council Chambers

Conducting: Mayor Bert Wilson

Mayor and City Council Present: Mayor Bert Wilson, Councilor James Dixon, Councilor Stephen Holbrook, Councilor Mark Johnson, Councilor Johnny Revill, Councilor Kaye Collins

Staff Present: Jamie Davidson, City Administrator; Ron Foggin, Assistant City Administrator; Kim Struthers, City Planner; Lorin Powell, City Engineer; Doug Meldrum, Economic Development; Lee Barnes, Water Superintendent; Judi Johnson, Minutes

Excused: Ken Rushton, City Attorney, Teisha Wilson, Interim City Recorder

Press: Kathy Allred, Daily Herald

The meeting was called to order by Mayor Wilson as a regular session of the Lehi City Council at 7:05 p.m. Notice of the time, place, and agenda was provided to the Daily Herald and was posted in three public places; the Lehi City Library, Planning and Inspection Building, and Lehi City Hall. The meeting agenda was also posted on the Utah State Public Meeting Website and the Lehi City Website at least 24 hours prior to the meeting. Those assembled were led in the Pledge of Allegiance by Jordan Flores, a local scout.

Public Hearing

Mayor Wilson opened the first public hearing at 7:40 p.m.

1. Cadence Capital – Requests Preliminary and Final Subdivision approval for Spring Ranch, a 19-lot residential development located at approximately 2540 West 1500 North in an existing R-1-22 (Residential/Agriculture) zone.

Ryan Bybee, Cadence Capitol, stated that Cadence Capitol was asking for preliminary and final subdivision approval for Spring Ranch. They feel that with information obtained in past meetings that this is a workable solution.

Kim Struthers, City Planner, stated that they had received a favorable recommendation from the Planning Commission.

No public comment.

Mayor Wilson closed the public hearing at 7:45 p.m.

Motion: Councilor Holbrook moved to accept the request for Preliminary and Final Subdivision approval for Spring Ranch, a 19-lot residential development located at approximately 2540 West 1500 North in an existing R-1-22 (Residential/Agriculture) zone, along with recommendations from the DRC, the DRC red lined comments prior to reporting the plat, DRC general comments and Planning and Zoning comments must be adhered to. The motion was seconded by Councilor Revill.

Roll call vote: Revill-yes, Collins-yes, Dixon-yes, Johnson-yes, Holbrook-yes. The motion passed unanimously.

Mayor Wilson opened the second public hearing at 7:47 p.m.

2. Matt Gneiting – Requests approval of an amendment to the Lehi City General Plan Land Use Element on approximately 4 acres of property located approximately at 400 North 1200 East, changing the land use designation from LDR (Low Density Residential) to HDR (High Density Residential).

Matt Gneiting and Mike Stengel, Developers, are proposing at some future point to build a 90 unit assistant living facility at 400 North 1200 East, Lehi, UT. Currently the parcel is zoned low density residential and they are requesting high density residential. The plan is to offer 66 assisted living units and 24 memory care units. They feel that the HDR zoning instead of Commercial zoning would accommodate the concerns of residents living in that area and allow the City to protect the citizens, as well as allow the project to move forward. They are hoping to move forward with the project within the next 12 months.

Kim Struthers, City Planner, reported that Ken Rushton, City Attorney, feels that the Council could make as part of the motion that approval is based upon having an assisted living facility with the Mayor instructed not to sign the ordinance until such time that the zone change and site plan are approved.

Michael Ekins, citizen, inquired as to how close this assisted living unit is to any other assisted living unit that has been approved or functioning in Lehi City. The response given is that it is a greater distance than one mile and fits within the City's restrictions. It also falls into a different category than a group home for the elderly in a single family residential setting.

Councilor Dixon inquired if the City gives approval to amend the General Land Use Map contingent upon a site or concept plan review, would it infringe upon the developer's capability of getting financing. Kim Struthers, City Planner, responded that according to the City Attorney, the City can approve the request but not record it until there is a zone change and a site plan. He stated that it could be treated the same way as a water dedication. Matt Gneiting felt that since the City's intent would be to have the zone change that the financing would be approved.

Councilor Johnson is in support of this type of project to help provide for Lehi's aging population. He likes the project and feels that it can be appropriate in the proposed area. He expressed concern about the traffic on 1200 East as the intersection at 1200 East and State Street is failing. He expressed a concern about a re-zone to HDR and how it will impact that road. He suggested that this is technically "spot zoning", changing the zoning in hopes of a particular application. Councilor Johnson would rather this be handled under the

special exception in the code. He would like to see a traffic impact study and feels that it would be better not to amend the General Plan or the zoning map, but handle it as a special exception. Kim Struthers, City Planner, responded that when the special amendment was used before it was for a Planned Unit Development (PUD). He stated that the PUD chapter allows for an increase in density above the base density of the zone and this is not in the same category of a PUD as it is an assisted living center, retirement home/retirement center. Mr. Struthers felt that he would prefer a Development Agreement because it runs with the land and ties it to the parcel, but that the City Attorney didn't feel that the City needed to go to that extent. Councilor Johnson stated that he is very concerned that it not be zoned HDR with the use changes it allows. Mr. Struthers reported the Planning Commission has approved a concept plan contingent upon the General Plan approval.

Matt Gneiting reported that operation of an assisted living facility has shift changes at odd hours. Typically, the morning shift comes on at 5:00 a.m., the afternoon shift comes on around 3:00 p.m., and the night shift at 9:00 p.m. He stated that very few residents will have any kind of automobile and the typical assisted living resident is 85 years of age. He feels it would be a valuable development being adjacent to the senior community and would provide a nice transition for residences in the area. Currently the only facilities like this in the north county area are the Charleston at Cedar Hills and on a smaller level, River Meadows, in Alpine. Mr. Gneiting stated that they are proposing two unit sizes, one is a studio and the other a one bedroom. The studios would be around 350 square feet, which is larger than what is offered in many assisted living facilities. The one bedroom unit is about 560 square feet and each unit will come with a full kitchenette, a microwave, a small refrigerator, and a private bath. The residents will go to a central dining facility where meals will be prepared for them and the facility will offer additional amenities in addition to 24 hour nursing care staff.

Ed Samuels, Joyce Ann Jones' son-in-law, (owner of the property) expressed a concern about spot zoning. Originally they were told to zone the entire seven acres to a commercial zone, but then they were told it doesn't fit with the General Plan. He feels the residential community itself is spot zoning because every piece of property on State Street is zoned commercial, except for the senior residential community.

Mayor Wilson closed the public hearing at 8:32 p.m.

Motion: Councilor Revill moved to approve an amendment to the Lehi City General Plan Land Use Element on approximately 4 acres of property located approximately at 400 North 1200 East, changing the land use designation from LDR (Low Density Residential) to HDR (High Density Residential) with the condition that the use of the property be for an assisted living center and not authorize the Mayor to sign the ordinance until the zone change, site plan and concept approval have taken place and also subject to any DRC or Planning Commission comments. The motion was seconded by Councilor Dixon.

Roll call vote: Revill-yes, Collins-yes, Dixon-yes, Johnson-no, Holbrook-yes. The motion passed with four in favor and one opposed.

Regular Session

1. Community Awards

Fire Chief Dale Ekins made an award presentation to Battalion Chief Rick Howard. The Exchange Club of Utah County honored Rick Howard as “Firefighter of the Year” for Utah County two weeks ago. Chief Ekins acknowledged Chief Howard’s accomplishment to the Mayor, City Council and citizens of Lehi City.

2. Citizen Input –Twenty Minutes Allowed

There was no citizen input for public comments on items not listed on the agenda at this time.

3. Lehi City- Consideration and approval of an agreement with UDOT and Lehi City for the transfer of ownership of property and drainage basin to Lehi City on the west corner of Pioneer Crossing and 500 West, including a \$20,000 transfer in funds to Lehi City for grading, landscaping, and fence installation on the property

City Engineer, Lorin Powell, explained that he has been working on an agreement to help citizens living on 500 West at Pioneer Crossing. The citizens had concerns about the removal of a decorative fence and the lack of landscaping around a basin that UDOT had built. There was also an issue about a fence further west that needed to be lengthened as a noise barrier. He stated that UDOT is willing to deed the property and transfer \$20,000 in funds to Lehi City to improve the basin and complete the fencing in the area which would allow the City the opportunity to combine the drainage basin with an existing basin, landscape, and care for the property.

Motion: Councilor Dixon moved to authorize the Mayor to sign an agreement with UDOT for the transfer of ownership of property and drainage basin to Lehi City on the west corner of Pioneer Crossing and 500 West, including a \$20,000 transfer in funds to Lehi City for grading, landscaping, and fence installation on the property. The motion was seconded by Councilor Holbrook.

Roll call vote: Revill-yes, Collins-yes, Dixon-yes, Johnson-yes, Holbrook-yes. The motion passed unanimously.

4. Micron Technology, Inc – Requests for approval of Resolution of Intent to Annex the Micron II Addition Annexation, approximately 50.58 acres of property located north of SR-92 and West of Highland Blvd.

Dennis Raney, Micron Technology, explained that Micron owned a 50.58 acre parcel of property directly behind the IMFT facility, surrounded to the north by Draper and the south by Lehi. They requested to annex this property into Lehi.

Motion: Councilor Johnson moved to approve the Resolution of Intent to Annex the Micron II Addition Annexation, approximately 50.58 acres of property located north of SR-92 and West of Highland Blvd. The motion was seconded by Councilor Collins.

The motion passed unanimously.

5. Micron Technology, Inc – Requests for approval of Resolution of Intent to Annex the Micron III Addition Annexation, approximately 107.95 acres of property located north of SR-92 and West of Highland Blvd.

Dennis Raney, Micron Technology, explained that this parcel is 107.95 acres that surrounds IMFT. He expressed the desire to be annexed into Lehi City. He stated that they had been made aware of a previous boundary agreement between Lehi and Highland prohibiting annexation into Lehi. Highland City's major concern is that housing built on that property be consistent with the homes already built in that area as Highland City does not want high density housing. He stated that Micron's plan is to keep that area as low density housing. Mr. Raney stated that they are willing to sign an agreement to that effect in order to facilitate the annexation. Highland City's Council is strongly opposed to allowing the property to be annexed into Lehi and the agreement between the two cities lapses in three years. He stated that it is the property owner's desire to be annexed into Lehi City at this time to allow Micron the capability to plan the development all at once. Lehi City's desire is to facilitate the wish of the property owner. A development agreement would add protection for Highland City's desire to have low density zoning at this time, while in three years the same protection may not be in place. Micron's desire is to be annexed into Lehi City, whether it is now or in three years time.

Motion: Councilor Johnson moved to approve the Resolution of Intent to Annex the Micron III Addition Annexation, approximately 107.95 acres of property located north of SR-92 and West of Highland Blvd. The motion was seconded by Councilor Revill.

Roll call vote: Revill-yes, Collins-yes, Dixon-yes, Johnson-yes, Holbrook-yes. The motion passed unanimously.

Administrator Davidson requested that two Council members meet with Highland City to discuss and review the annexation request. In the interest of working with Highland City concerning the intent to annex, Councilor Dixon and Councilor Johnson have volunteered to meet with Highland City and it's designated representatives.

6. Lehi City- Requests approval of a Resolution of Intent to Annex the Spring Creek Reservoir Annexation approximately 10.0208 acres of property located at approximately 300 East 1630 South.

Lorin Powell, City Engineer, explained that the Spring Creek Reservoir property is the old waste water treatment plant that was abandoned years ago. He has proposed to build a pressure irrigation reservoir there, which will take water from Spring Creek, Mini Creek and a well that Lehi has drilled. There will be left a portion for a possible sub-station in the future. The facility will also act as a drainage facility. The property has never been annexed to the City and should be, before further development takes place.

Motion: Councilor Dixon moved to approve the Resolution of Intent to Annex the Spring Creek Reservoir Annexation approximately 10.0208 acres of property located at approximately 300 East 1630 South. The motion was seconded by Councilor Holbrook.

Roll call vote: Revill-yes, Collins-yes, Dixon-yes, Johnson-yes, Holbrook-yes. The Motion passed unanimously.

7. Action on public hearing items

Actions/Motions are recorded on the public hearing portion of the Minutes.

8. City Business

Engineer Lorin Powell reported some word changes on a proposed Wilderness Trail letter. He suggested the wording could be as follows: "At its sole discretion, Lehi City would also allow on a very limited basis, and with consideration of weather conditions, escorted authorized vehicles by Lehi City officials or staff." Engineer Powell recommended that the Council authorize Mayor Wilson to send the letter to the Wilderness Association.

Motion: Councilor Johnson moved to send the proposed letter with the suggested changes to the Wilderness Association. The motion was seconded by Councilor Revill.

The motion passed unanimously.

Engineer Powell addressed the issue of water rights. The State Engineer had a meeting in Highland concerning water rights in North Utah County last week and had previously set a ruling that any applications for ground water after September 30, 2010, would be held until a future decision is made. In 1984 there was a study done that stated there was 220,000 acre feet of water that was being utilized in the underground in North Utah County. Recently a new study was commissioned and Lehi City participated in this USGS study. The study showed the amount of available water has been reduced to only 153,000 acre feet and the basin has declined over 20 feet. There is no artesian layer remaining. Part of the recent study shows that there are 337,600 paper water rights issued. As a result, underground water rights have been over appropriated. The basin has been closed so there will be no new water being appropriated to the underground. This move effectively stops communities from taking water from the lake area and "putting it into the ground".

Jamie Davidson, City Administrator, asked that Brenn Bybee, Assistant to the City Administrator, take a few minutes to talk to the Mayor and Council about some fee amendments that will be brought to the Council for approval and to pass out copies of the 2011 budget.

Brenn Bybee explained that the budget document is consistent with what is submitted on an annual basis to the Government Finance Officers' Association. He stated that the proposed fee amendment document is for Council review until the next City Council meeting. Councilmembers were asked to contact Mr. Bybee if they have questions or would like greater clarification on any fee amendment.

Mayor Wilson has proposed that a letter be drafted and sent to the newly elected and re-elected members of the State House of Representatives, the Federal Congressional Delegation and the Alpine School Board. The congratulatory letter would also invite them to visit with the Mayor and Council. Administrator Davison proposed that we draft a letter for the Mayor and City Council's signatures

wishing the newly elected officials congratulations and letting them know we look forward to working with them. The Council indicated their support and willingness to sign the proposed letter.

Administrator Davidson suggested that only one Council meeting be held in November and to cancel the meeting dated November 23, 2010 during the week of Thanksgiving. Traditionally the Council has not held the last meetings in November and December. The Council decided to only hold two more meetings this year: December 7, 2010 for Work Session, and December 14, 2010 for a City Council meeting.

Administrator Davidson informed the Mayor and City Council that a productive meeting with Traverse Mountain was held last week. Representatives from Administration and Engineering met with Traverse Mountain to discuss a variety of issues. The Council was made aware of Lehi's conversations with "Beck and Beck" and progress being made. They also followed up on the park dedication associated with the rezone to HDR that took place in September. It is Lehi City's understanding and Traverse Mountain's representation; that they have deeded to Lehi City 11 1/2 acres of park space, which is free and clear. They also talked about area plans and where we have been versus where we are going. Administrator Davidson thinks the City has made progress since the study session. As staff, it is important that the Mayor and City Council be given clear information about what already has been approved. He stated that they need to bring information that clearly delineates what has happened in the past, what approvals and permits were granted, so when there are meetings on the new area plan they have an understanding of what has happened in the past and has been approved versus what they want to do in the future. Kim Struthers and the Planning staff have already begun assembling all the information and approvals granted. Lehi City will be holding regular meetings with Traverse Mountain to address the issues associated with the development. The first meeting helped give staff a better understanding of the direction Traverse Mountain wants to go and opened up an avenue for greater communication.

Mr. Davidson reported that a new City Recorder has been hired and that there were over 80 applications. Administration interviewed ten individuals, all except one are current City Recorders. He reported that they had City Recorders from Brigham City to as far south as Provo. There was an interview panel consisting of Judi Johnson, Human Resources, the City Recorder of Riverton City, the City Manager from South Ogden, who was a former City Recorder and Administrator Davidson. The candidates were narrowed to three possibilities that interviewed with the Mayor, Dave Sanderson, Teisha Wilson and Alyson Alger. The position was offered to Marilyn Banasky, the current City Recorder for Riverdale, a community just outside of Ogden. She has been the City Recorder the past 4-5 years. Before that, she an Administrative Assistant for the Cities of North Las Vegas and Mesquite, Nevada. She has sent back an acceptance to the job offer and will begin work on November 29, 2010. She lives in Springville, UT and has been commuting to Riverdale. Her current employer and past employers have given her very high recommendations. Administrator Davidson stated that as they bring Ms. Banasky on staff, it is important that they look to the long term future and cross-train other city employees to do the job of the City Recorder. He stated that there are some great employees in Planning and in Administration that should be given an opportunity for cross-training.

Administrator Davidson reported that there was a Resolution on the agenda tonight for an "Intent of Bond" that was pulled. He stated that the City is concerned about moving forward with the completion

of a number of projects. He stated that cash flow is a serious ongoing concern as it relates to transportation funding and impact fees and that there are some projects the City can jump on immediately with existing fund balances in our class B and C Road Fund accounts and in a couple of other areas. Administrator Davidson and Engineer Powell, think that the City should closely monitor what funding the City has and what options there are through the winter and then make a decision in early spring to decide if they need to go out and finance additional projects. In the short term, City Engineer Lorin Powell presented the City Council with several projects that he believed could be completed using existing City transportation funds. The projects included the following: (1) reconstruction of the intersection of 1200 West and Bull River Road, (2) the realignment of 300 North from approximately 350 West to 500 West (behind the City's Streets Public Works Facility), and (3) an update of the city's transportation master plan. Engineer Powell noted that timing on the 1200 West project was critical to coincide with construction that is currently underway along State Road 92. He suggested that the project could be completed immediately by Flatiron Construction, the company that is currently mobilized in the area and working on S.R. 92. as the connection from S.R. 92 to 1200 West is important to the overall S.R. 92 project. He stated that Flatiron has agreed to contribute \$160,000 in the improvement of the intersection at 1200 West and Bull River Road, if the intersection work is completed now. Administrator Davidson stated that Class B and C Road funds could be used to pay for the remaining costs associated with the 1200 West and Bull River Road intersection and the 300 North road realignment. He further suggested that transportation impact fee dollars be allocated for the transportation master plan study update.

Motion: Councilor Dixon moved to allow Lorin Powell, City Engineer, to present to the Council a budget amendment to transfer funds from the B and C Road Funds for the cooperative reconstruction of 1200 West at Bull River Road Intersection (in cooperation with Flatiron) and the 300 North realignment to 500 West and authorize impact fees to be used for the Master Transportation Master Plan Study Update. The motion was seconded by Councilor Collins.

Roll call vote: Revill-yes, Collins-yes, Dixon-yes, Johnson-yes, Holbrook-yes. The motion passed unanimously.

Administrator Davidson reported that earlier today, before the 4:00 p.m. meeting with Alpine School District, they had met with representatives from the Alpine School Board, Superintendent Henshaw and other staff to discuss the future of Lehi High School. Administrator Davidson was pleased with the progress made in the meeting regarding the future of the Lehi High School site. He said he will provide more details of their discussions as they proceed forward.

Councilor Johnson also had a conversation with Donna Barnes. She expressed an interest in participating on the Planning Commission. She has been a strong advocate for Lehi City and would continue to be an asset to Lehi City.

9. Minutes approval

Councilor Dixon pointed out a spacing error on page six, top line of the City Council minutes for October 12, 2010.

Motion: Councilor Collins moved to approve the minutes for the City Council meeting held, Tuesday, October 12, 2010. The motion was seconded by Councilor Dixon.

The motion passed unanimously.

Motion: Councilor Dixon moved to approve the minutes for the Council and Planning Combined Work Session held Tuesday, October 5, 2010. The motion was seconded by Councilor Holbrook.

The motion passed unanimously.

Council Roundtable

Councilor Collins informed the Council that she has received a concern from a citizen, Nancy Turner, about a sidewalk going in on 200 South by the railroad tracks. The citizen is worried about flooding because of the way the curb and gutter has been constructed. Engineer Powell will be taking steps to help redo the driveway and finish the project that has been started. Wade Allred, Street Superintendent, will be asked to go by and visit with her.

Councilor Collins and Teisha Wilson have been handling the Youth Council and have not had the time to commit as they would like. Councilor Collins requested that names be recommended for a community volunteer to assist them with Youth Council.

Mayor Wilson stated that we also need a Senior Citizen's Committee to help plan events.

Councilor Johnson requested that someone check the microphones, they are inconsistent in volume and reliability.

10. Adjournment

Motion: Councilor Holbrook moved to adjourn the meeting. The motion was seconded by Councilor Revill.

The motion passed unanimously.

Meeting adjourned at 9:42 p.m.

Approved: December 14, 2010

Attest:

Bert Wilson, Mayor

Marilyn Banasky, City Recorder

LEHI CITY
CITY COUNCIL AGENDA
December 14, 2010

AGENDA ITEM: 20

SUBJECT: City Business

PETITIONER: Governing Body

ACTION REQUESTED BY PETITIONER: Information only

[BACK TO AGENDA](#)