



Lehi City Council Meeting Agenda March 8, 2016

12:00 PM Budget Retreat - Lehi City Council Chambers (153 N. 100 E., Lehi, Utah)

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

7:00 PM City Council - Lehi City Council Chambers (153 N. 100 E., Lehi, Utah)

Budget Retreat: 12:00 p.m.

1. Lunch and Community Survey Results: Presentation by Y2.
2. Training on new Council Agenda software: Marilyn Banasky, City Recorder
3. Visioning Exercise.
4. Team Building Exercise
5. Miscellaneous Items: Budget Schedule, Vendors, Emergency Management.
6. Dinner
7. Pre Council: 6:00 p.m.
8. Welcome and Opening Comment
9. Agenda Review
10. Administrative Report
11. Mayor and Council Reports

Regular Session, 7:00 p.m.

1. Welcome, Roll Call, Pledge of Allegiance
2. Presentations and Reports
 - a. Presentation of Award to Lehi City by the Utah Local Government Trust.
3. 20 Minute Citizen Input (for public comments on items not listed on the agenda. Comments limited to 3 minutes per person with a time limit not to exceed 20 minutes for this item.)

4. Consent Agenda
 - a Approval of meeting minutes from:
February 23, 2016 Pre Council
February 23, 2016 City Council
 - b Re-approve the Lehi City Council Minutes from February 9, 2016.
 - c Approval of Purchase Orders
 - d Consideration of Resolution #2016-13 approving a Skate/Bike Park Agreement between Lehi City and Spohn Ranch, Inc.
5. Consideration of Preliminary Subdivision approval for Traverse Estates, a 167-lot residential development located off Seasons View Drive in an existing Planned Community zone.
Petitioner: Paul Willie
6. Consideration of Preliminary Subdivision approval of Mountain Point Village, a 37-lot residential development located at 4800 North Traverse Mountain Boulevard in an existing Planned Community zone.
Petitioner: Rob Clauson/The 3Ns
7. Consideration of Final Subdivision approval of Creekside Farms, a 19-lot residential development located at 925 West 700 South in an existing R-1-8 zone.
Petitioner: Mussentuchit Holdings
8. Consideration of Ordinance #16-2016, a General Plan Amendment on 8.2 acres of property located at approximately 2500 West Main Street changing the land use designation from VLDRA (very low density residential agriculture) to LDR (low density residential).
Petitioner: The Boyer Company
9. Consideration of Ordinance #17-2016 approving a Zone Change on approximately 12.518 acres of property located at approximately 1500 North 2950 West from a TH-5 (transitional holding) to an R-1-22 (single-family residential agriculture) zone.
Petitioner: Andrade Christensen
10. Consideration of Concept Plan approval for River Park, a 20-lot residential development located at approximately 1500 North 2950 West in a proposed R-1-22 (single-family residential agriculture) zone.
Petitioner: Andrade Christensen
11. Consideration of Ordinance #15-2016 amending the Lehi City Development Code Chapter 36-B, Jordan River Protection Overlay Zone.
Petitioner: Lehi City

12. Consideration of approving the final concept design of Forrest-Mellor Park.
Petitioner: Lehi City
13. Consideration of adjourning into a Closed Executive Session to discuss pending or reasonably imminent litigation.
14. 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.



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

Minutes of the **Pre-Council** of the **City Council** held Tuesday, **February 23, 2016**, at 5:30 p.m. at the Lehi City Administration Building, 153 North 100 East, Lehi, Utah.

Members Present: Bert Wilson, Mayor
 Paige Albrecht, Council Member
 Chris Condie, Council Member
 Paul Hancock, Council Member
 Johnny Revill, Council Member
 Mike Southwick, Council Member

Others Present: Jason Walker, City Administrator; Ryan Wood, City Attorney, Kim Struthers, Planning Director; Lorin Powell, City Engineer; Joel Eves, Power Director; Todd Munger, Public Works Director; Craig Barrett, Parks Manager; Bill Loveridge, Police Sargent; Tamara Seletos, City Prosecutor; Cameron Boyle, Assistant to the City Administrator; Beau Thomas, Management Analyst; Jody Burnett, Attorney; Marilyn Banasky, City Recorder; and approximately 7 citizens.

1. Welcome and Opening Comment

Mayor Wilson welcomed all the Council and noted that everyone was present. Councilor Condie gave the opening comment.

2. Discussion of Forest-Mellor Park: Landmark Design

Cameron Boyle introduced Landmark Design and gave an update of the process to date. Jennie Hale from Landmark Design presented the proposed design of Forest-Mellor Park. The proposed design includes a 5-plex baseball park as the central focus of the park. In the center of the park is the road with the majority of the parking coming off that road. In the top of the park are 3 multi-use fields. There will also be two playgrounds. Councilor Southwick stated that he loves the design, but wondered if there is enough parking as there is always a need for parking at sport venues. Ms. Hale replied that they feel there is adequate parking with 50 stalls per baseball field and additional parking for other facilities. They estimated that they would need 330 stalls and staff asked for more, so there is now 515 parking stalls. Councilor Revill inquired if this plan allow for on-street parking on 1700 West. Mayor Wilson replied that it will allow parallel parking. Councilor Revill expressed concern that the large playground is across the road inside the park and away from the baseball complex. Ms. Hall replied that the placement of the large playground was a request to move it up to the multi-use fields for the protection of the kids so they don't get hit by a baseball. Councilor Albrecht inquired if Dry Creek would stay natural. Lorin Powell replied that he doesn't think it will be totally natural but will be armored with boulders and rocks. Jason Walker reported that the plan is to bring this plan back next Council meeting for final approval.

47 **3. Consideration of adjourning into a Closed Executive Session to discuss pending or**
48 **reasonably imminent litigation.**

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50 **Motion:** Councilor Condie moved to adjourn into a Closed Executive Session to discuss
51 pending or reasonably imminent litigation. Councilor Revill seconded the
52 motion:
53

54 **Roll Call Vote:** Councilor Revill, Yes; Councilor Hancock Yes; Councilor Southwick Yes;
55 Councilor Albrecht, Yes; and Councilor Condie Yes. The motion passed unanimously.
56

57 The meeting adjourned into a Closed Executive Session at 5:44 p.m.

58 The meeting reconvened at 6:08 p.m.
59

60 **4. Agenda Review**

61 Mayor Wilson reviewed the Council Agenda. Mayor Wilson stated that he will move Item
62 #12 after Item #4. Councilor Southwick inquired where the extra lot is in Item #7 (Park
63 Estates at Ivory Ridge). Kim Struthers stated that he doesn't remember an extra lot being a
64 part of that, but there is an extra lot in #5 (Larsen-Schoonover-Scott subdivision). Councilor
65 Southwick stated that Item #5 is getting the extra lot because of road improvements, but Item
66 #7 has an extra lot as per the Development Review Committee comments. He wondered if
67 that is that part of the 24 lots. Mr. Struthers replied that when they compared the current plat
68 to the preliminary plat, it was found that they squeezed in another lot, which is within their
69 total units. Councilor Hancock inquired as to how the extra lots are monitored to ensure they
70 don't go over the total density allowed. Mr. Struthers replied that they keep a tally of the lots
71 to ensure the overall density is met. Councilor Albrecht inquired if the sewer issues were
72 resolved on Item #8 (General Plan Amendment for Edge Land 16). Lorin Powell stated that
73 he is comfortable with the sewer issue as he found out the pipe is large enough to ensure
74 plenty of flow in that area.
75

76 **5. Administrative Report**

77 Mayor Wilson stated that Sergeant Bill Loveridge and City Prosecutor Tamara Seletos want
78 to address the Council. Sergeant Loveridge and Prosecutor Saletos discussed the trend of
79 private and predatory towing in Lehi. Sergeant Loveridge reported that the Police
80 Department is getting complaints from residents who live in HOA's. He stated that they
81 have looked at Provo City's towing ordinance and they want to make a change to require
82 towing companies to have an office in Lehi and a business license in Lehi. He stated before
83 they can tow a car there has to be a complaint and the tow company must have adequate
84 signage. The changes would make it so all tow companies have a marked tow truck, the
85 employee has a name tag and is in a shirt with the company's logo on it. It will also ensure
86 that the tow company is licensed and insured. Mayor Wilson stated that he would like to
87 discuss this in either a work session or pre council meeting.
88

89 a. Power Department Update – Joel Eves, Power Director.

90 Joel Eves reported that he has had some concerns with the growth of the City and keeping
91 up with power needs through the summer and into the future. He gave an overview of the
92 power system. He discussed adding a new substation to help with the current load from

93 the Roller Mills to Costco and that the City also needs another substation to help with the
94 Thanksgiving Point area.

95

96 **6. Mayor and Council Reports**

97 Councilor Albrecht reported that she attended the Parks, Trails and Trees Committee meeting
98 and that they picked out color schemes for playground equipment at various parks.

99

100 Councilor Revill discussed the purchase order for the skate park construction. Craig Barratt
101 stated that Spohn Ranch will be doing the skate park and that they selected Point Meadow as
102 a possible location.

103

104 With no further business to come before the City Council at this time the meeting adjourned at
105 approximately 6:52 p.m.

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108 Approved: March 8, 2016

Attest:

109

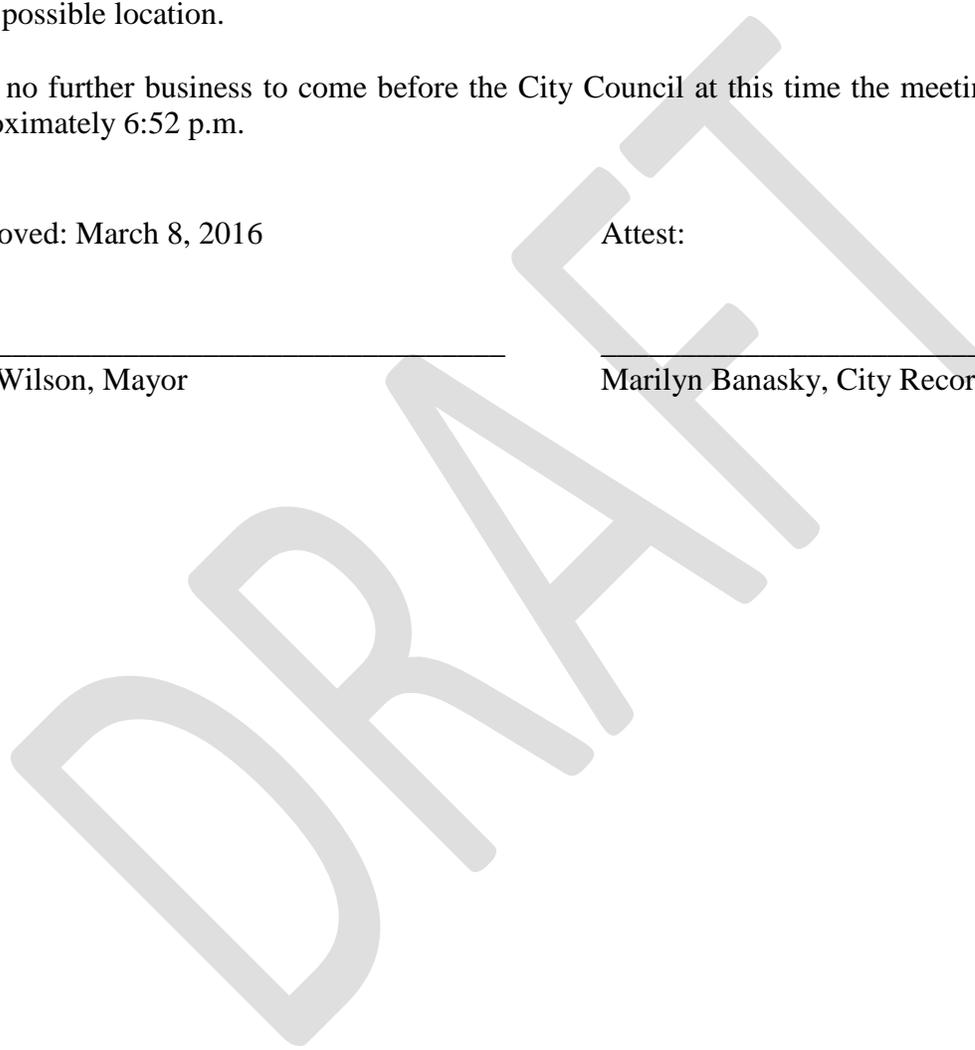
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Bert Wilson, Mayor

Marilyn Banasky, City Recorder





LEHI CITY

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

Minutes of the **Regular Session** of the **City Council** held Tuesday, **February 23, 2016**, at 7:00 p.m. at the Lehi City Administration Building, 153 North 100 East, Lehi, Utah.

Members Present: Bert Wilson, Mayor
Paige Albrecht, Council Member
Chris Condie, Council Member
Paul Hancock, Council Member
Mike Southwick, Council Member
Johnny Revill, Council Member

Others Present: Jason Walker, City Administrator; Ryan Wood, City Attorney, Kim Struthers, Planning Director; Lorin Powell, City Engineer; Darren Paul, Police Chief; Todd Munger, Public Works Director; Cameron Boyle, Assistant to the City Administrator; Beau Thomas, Management Analyst; Marilyn Banasky, City Recorder; and approximately 62 citizens.

1. Welcome, Roll Call, Pledge of Allegiance

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

2. Presentations and Reports

a. Presentation of Eagle Scout Awards

Mayor Wilson presented the Eagle Scout Awards.

b. Lehi Employee of the Month Award: Chris Hadlock

Jason Walker presented Sergeant Chris Hadlock with the Lehi Employee of the Month Award.

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

Chad Martin lives in Canyon Hills on Mountain View Road which intersects with 4100 North. He stated that is a 4-way intersection without any stop or yield signs. He is pleading for the City to have someone look at this area as he would hate to have something happen. Mayor Wilson replied that he will try to get someone out there tomorrow. Mr. Martin reported that he found out that an easement means he doesn't own the property. He lives on a corner lot and Comcast has built a third utility box on his lot. He would like to limit those utility boxes on lots under an acre and encouraged them to look at that as well.

4. Consent Agenda

a. Approval of meeting minutes from:

February 9, 2016 Pre Council

February 9, 2016 City Council

b. Approval of Purchase Orders.

96 Johnson stated that they will extend one power pole and run all underground lines from that
97 point on.
98

99 **Motion:** Councilor Condie moved to grant Concept Plan approval for the Larsen-
100 Schoonover-Scott subdivision, a 5-lot residential subdivision located at 1150
101 North 300 East in an existing R-1-8 zone; subject to the completion of all
102 Development Review Committee comments with the exception of Development
103 Review Committee comment #5, and all Planning Commission comments.
104 Councilor Southwick seconded the motion.
105

106 **Roll Call Vote:** Councilor Southwick, Yes; Councilor Albrecht, Yes, Councilor Condie,
107 Yes; Councilor Revill, Yes; and Councilor Hancock, Yes. The motion passed unanimously.
108

109 Mark Johnson distributed a handout of an aerial view of the above mentioned project. It
110 outlined the portion of 300 East between 1100 North and 1350 North where improvements
111 could be made. He stated that the blue line shows the surface improvements that will be built
112 with the above mentioned development and the red lines show the sidewalk improvements
113 that haven't been done. He felt it would be nice to consider these improvements so
114 everything ties in as they do 1150 North. Mayor Wilson stated that he will have Lorin
115 Powell and Todd Munger look at this area.
116

117 **6. Consideration of Preliminary Subdivision approval of Rockwell Estates Plat B, a 20-lot**
118 **residential subdivision located at approximately Grey Hawk Drive and Chestnut in an**
119 **existing Planned Community zone.**
120

121 **Motion:** Councilor Hancock moved to grant Preliminary Subdivision approval of
122 Rockwell Estates Plat B, a 20-lot residential subdivision located at approximately
123 Grey Hawk Drive and Chestnut in an existing Planned Community zone; subject
124 to the completion of all Development Review Committee comments. Councilor
125 Albrecht seconded the motion.
126

127 **Roll Call Vote:** Councilor Albrecht, Yes, Councilor Condie, Yes; Councilor Revill, Yes;
128 Councilor Hancock, Yes; and Councilor Southwick, Yes. The motion passed unanimously.
129

130 **7. Consideration of Final Subdivision approval for Park Estates at Ivory Ridge Plat G, a**
131 **24-lot residential development located at 875 West Ridgeline Drive in an existing**
132 **Planned Community zone.**
133

134 **Motion:** Councilor Southwick moved to grant Final Subdivision approval for Park Estates
135 at Ivory Ridge Plat G, a 24-lot residential development located at 875 West
136 Ridgeline Drive in an existing Planned Community zone; subject to the
137 completion of all Development Review Committee and Planning Commission
138 comments. Councilor Albrecht seconded the motion.
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140 **Roll Call Vote:** Councilor Condie, Yes; Councilor Revill, Yes; Councilor Hancock, Yes;
141 Councilor Southwick, Yes; and Councilor Albrecht, Yes. The motion passed unanimously.
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143

144 **8. Consideration of Ordinance #14-2016 a General Plan Amendment on approximately 8.9**
145 **acres of property located at 2300 West Main Street changing the land use designation**
146 **from C (Commercial) to HDR (High Density Residential).**

147 Steve Maddox from Edge Homes stated that he will take care of the stop sign that was
148 discussed in Citizen Input. Councilor Condie asked Mr. Maddox why they want to change
149 the one piece, east of the corner, to High Density Residential (HDR) and leave the corner
150 commercial. Steve Maddox reported that about a year ago they were approached by Alpine
151 School District about why there was a commercial zone that was contiguous to the school.
152 That is when they looked to do a neighborhood commercial/commercial zone. They did a
153 feasibility study and developers told them that even if the land was free, they would still not
154 build commercial here, except for the corner. They then began looking at a joint use that
155 would be harmonious with Main Street and a commercial element on the corner. Councilor
156 Condie inquired about the icon on the concept plan for a monument sign and wondered if that
157 was just conceptual. Mr. Maddox replied that will be a "Welcome to Lehi" monument sign
158 and will be built to be harmonious with the roundabout. Kim Struthers reported that this
159 amendment will also have a Development Agreement with it. He stated that they are still
160 working on the percentage of brick and hardy board. They are suggesting that there be 100%
161 hard surface on the Main Street side but they are still not there on the percentage of brick
162 versus hardy board. He asked for flexibility to finalize that agreement. Councilor Condie
163 inquired if the Development Agreement is part of this item. Mr. Struthers replied that it
164 would be approved subject to finalizing that agreement.
165

166 **Motion:** Councilor Condie moved to approve Ordinance #14-2016 a General Plan
167 Amendment on approximately 8.9 acres of property located at 2300 West Main
168 Street changing the land use designation from C (Commercial) to HDR (High
169 Density Residential); subject to the completion of all Development Review
170 Committee and Planning Commission comments; and that the Development
171 Agreement be completed between Lehi City Staff and the Developer. Councilor
172 Southwick seconded the motion.
173

174 **Roll Call Vote:** Councilor Revill, Yes; Councilor Hancock, Yes; Councilor Southwick,
175 Yes; Councilor Albrecht, Yes; and Councilor Condie, Yes. The motion passed unanimously.
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177 **9. Consideration of Concept Plan approval for Willow Creek, a 113-unit residential**
178 **development located at approximately 2300 West Main Street.**
179

180 **Motion:** Councilor Condie moved to grant Concept Plan approval for Willow Creek, a
181 113-unit residential development located at approximately 2300 West Main
182 Street); subject to the completion of all Development Review Committee and
183 Planning Commission comments. Councilor Hancock seconded the motion.
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185 **Roll Call Vote:** Councilor Hancock, Yes; Councilor Southwick, Yes; Councilor Albrecht,
186 Yes; Councilor Condie, Yes; and Councilor Revill, Yes. The motion passed unanimously.
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10. Consideration of Final Subdivision approval for Hidden Hollow, a 9-lot residential development located at 1000 North Trinnaman Lane in existing RA-1 and R-2 zones.

Motion: Councilor Revill moved to grant Final Subdivision approval for Hidden Hollow, a 9-lot residential development located at 1000 North Trinnaman Lane in existing RA-1 and R-2 zones; subject to the completion of all Development Review Committee comments. Councilor Condie seconded the motion.

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

11. Consideration of Resolution #2016-11 appointing Board Members to the Lehi City Board of Adjustment.

Motion: Councilor Condie moved to approve Resolution #2016-11 appointing Board Members to the Lehi City Board of Adjustment as follows:

1. Re-appoint current Board Member Kerry Schwartz to a second term which will begin immediately and expires on September 30, 2018.
2. Re-appoint current Board Member Dave Scoville to a second term which will begin immediately and expires on January 31, 2019.
3. Appoint Alternate Judd Kirkham to fill the unexpired term of Board Member Casey Voeks, who moved to Eagle Mountain, whose term expires October 31, 2016.

Councilor Southwick seconded the motion.

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

12. Consideration of Resolution #2016-12 approving a settlement agreement and General Release of all Claims between Lone Peak Investment Partners, LLC; Glacier Investments Lehi, LLC; and Lehi City.

This item was heard after Item #4.

13. Consideration of adjourning into a Closed Executive Session to hold a strategy session to discuss the purchase, exchange, or lease of real property and to hold a strategy session to discuss the sale of real property.

Motion: Councilor Hancock moved to adjourn into a Closed Executive Session to hold a strategy session to discuss the purchase, exchange, or lease of real property and to hold a strategy session to discuss the sale of real property. Councilor Albrecht seconded the motion.

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

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237 The meeting recessed into the Closed Executive Session at 7:42 pm.
238 The meeting reconvened at 8:51 p.m.

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240 **26. Adjournment**

241 With no further business to come before the City Council at this time, Councilor Southwick
242 moved to adjourn the meeting. Councilor Hancock seconded the motion. The motion
243 passed unanimously. The meeting adjourned at approximately 8:51 p.m.

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245
246 Approved: March 8, 2016

Attest:

247
248
249 _____
250 Bert Wilson, Mayor

Marilyn Banasky, City Recorder

DRAFT

For Lehi City Council Consideration
At June 2, 2015 Council Meeting
From: City Recorder



ISSUE

Consideration of re-approving the Lehi City Council meeting minutes from February 9, 2016.

BACKGROUND

The Lehi City Council Minutes from February 9, 2016 were approved at the February 23, 2016 City Council meeting.

Cody Black called City Recorder, Marilyn Banasky, and stated that his remarks during the Citizen Input section were incorrect. He stated that he didn't say that taxes should be raised to pay for more parks as was indicated in the minutes. Ms. Banasky listened to the recording and made the changes as attached.

RECOMMENDATION

Approve the re-approval of the February 9, 2016 Lehi City Council minutes.



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

Minutes of the **Regular Session** of the **City Council** held Tuesday, **February 09, 2016**, at 7:00 p.m. at the Lehi City Administration Building, 153 North 100 East, Lehi, Utah.

Members Present: Bert Wilson, Mayor
 Paige Albrecht, Council Member
 Chris Condie, Council Member
 Paul Hancock, Council Member
 Mike Southwick, Council Member
 Johnny Revill, Council Member

Others Present: Jason Walker, City Administrator; Robert Ranc, Assistant City Administrator; Ryan Wood, City Attorney, Kim Struthers, Planning Director; Lorin Powell, City Engineer; Darren Paul, Police Chief; Todd Munger, Public Works Director; Dave Norman, Water Director; Mike West, Planner; Cameron Boyle, Assistant to the City Administrator; Beau Thomas, Management Analyst; Marilyn Banasky, City Recorder; and approximately 42 citizens.

1. Welcome, Roll Call, Pledge of Allegiance

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

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

Cody Black reported that the City's sports programs and percentages of residents vs non-residents was discussed. He stated that he was a baseball coach for the 3-4 grade teams and that the City has modified the rules of the games to accommodate all the players. He stated that there are 14 kids per team and 28 teams and that there were 60-80 kids in that age group on the waiting list. His perspective is that this is a problem of management of that department or the City not allowing managers to get what they need, or there are not enough parks. He studied American Fork and they have nine baseball parks and Lehi has nine baseball parks. To be comparable, he feels that Lehi should have twice the parks since it has double the population. He wondered what the formula was for population and parks. He stated that he didn't know if maybe Lehi needs to raise the taxes is the answer, but nobody wants to raise taxes to accommodate what we need. Mayor Wilson reported that Lehi is building more parks.

Dave Norman, Lehi City Water Director, gave an overview of the water optimizing study that he is requesting. He reported that this study will help Lehi determine what water they have and how to use it. It will allow him to do models for both the culinary and pressurized irrigation systems and determine how well they are using water resources.

4. Consent Agenda

- a. Approval of meeting minutes from:
January 26, 2016 Pre Council
January 26, 2016 City Council

b. Approval of Purchase Orders.

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

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

4. Public Hearing and Consideration of Site Plan approval for Holiday Inn Express to be located at 3851 Thanksgiving Way in an existing Commercial zone.

Mayor Wilson opened the public hearing

Dan Dixon stated that he is a resident of Lehi and lives in Thanksgiving Meadows. He was recently the President of the HOA and is a realtor and appraiser. He does 95% of his business in Lehi and is an expert in values and feels that a hotel immediately abutting homes would negatively affect home values. He understands that the hotel fits in the code but has a lot of concerns about the safety of that structure being immediately next to homes as there is a slope between the homes and the hotel. He stated that there is little to zero barrier to homes, children, and windows to the bedrooms, which is a concern as this business runs 24/7. He feels that it would also negatively affect the curb appeal of those homes. He feels there is a huge difference between an office building and a hotel as they are Mon-Fri and are open 8:00 a.m. to 5:00 p.m. He stated that a hotel, by nature, is a transient location and there are people coming and going with no pride of ownership. He feels that an office structure would be kept better. He is strongly against a hotel with a 24/7 business style that keeps people through the night. He feels it is the wrong place for it and strongly encouraged the City Council to have the hotel go elsewhere.

Melanie Platt lives adjacent to the hotel and has three daughters. They feel that all aspects of the code are necessary for approval and one phrase in the Development Code is to protect the health, safety, and welfare of the residents. She also feels that this will conflict with the noise ordinance. She stated that they do not feel this project meets that standard when it comes to their children. She reported that she talked to Kim Struthers and asked him for a definition of health, safety, and welfare. He told her that the City hasn't defined that. She looked it up and gave the definition. She stated that in the hotels and motels section of the Development Code it states the Lehi Police can provide recommendations for security, but this is not mentioned anywhere else in the code. She stated that there is another area in that section that talks about a hotel not being within 600 feet of a school and she feels that a home is the same as a school.

Haley Dye stated that her home is adjacent to the hotel and that this hotel has no more restrictions than any other commercial use. She stated that the trees would be the same as an office building and she feels this is different. She feels the trees won't shield hotel guests from looking into her home. She would like to think that good intentioned, hard working, men and women staying there are not staring into their back yard, but the world is not like that anymore. She stated that there are very sick people out there. She guarantees that will incentivize people to stay there to watch her children play in the back yard. She stated that

the Planning Commission felt their hands were being force due to legality. The Planning Commission originally stated it did not meet the standard of health, welfare, and safety, but two months later the hotel developer came back and it was approved. They say they will do everything to be safe but the hotel developer hasn't met with the residents, even though they have asked. She stated that they have tried to meet with the developer several times and have made requests for a wall higher than 6 feet. It has been suggested to grade the land to make it level with the yards and add security cameras. She stated that they believe this issue calls for an immediate amendment to the zoning ordinance.

Bruce Baird, Counsel for the applicant, thanked the staff for doing a good job under the circumstances. He stated that the vested rights law and advisory opinions from the Ombudsman make it clear the approvals and zoning code take precedent. He stated that there is no possible way this will be addressed under a challenge. He stated that the visual barrier exceeds the code and setbacks as well. He reported that they looked at a different location on the parcel but it doesn't work. The building is where it is due to the topography, shape of the property, roads, and code. He understands the statement of general purposes of the code but the Ombudsman opinion made it clear that specific standards of the code go over general purpose language. He stated that a hotel has windows that will look into back doors of people for a time, until the trees grow, and that is not a compelling interest. He stated that this has been approved on findings by the Planning Commission twice and it is impossible to find a countervailing, compelling interest to deny this request. He stated that they have looked at options and they don't work, given the layout of the property.

Councilor Southwick inquired why they didn't meet with the residents. Mr. Baird replied that he hasn't heard that raised before and doesn't know the answer. Councilor Albrecht stated that she is surprised that they didn't meet with the residents. Mr. Baird replied that he didn't know of that request until six minutes ago. Councilor Albrecht replied that he was at the Planning Commission meeting where it was requested. Mr. Baird replied that he was at the second Planning Commission meeting and not the first. He stated that this complies with the law. Councilor Hancock stated that one of the letters suggested a window covering blocking and the response was that it would make it economically challenging and there were safety concerns. Mr. Baird replied that the louvers didn't fit with the way a hotel is designed and that the louvers would be a safety issue in case of a fire. He stated that there was a choice made by the design team to do what is normal in a hotel and it wouldn't be required in an office building. Councilor Hancock stated that there is another applicant here tonight that has went back and redesigned their project due to the neighbors concerns. He wondered if they have any consideration to window treatments. Mr. Baird replied they have, but it was determined not to do it. Councilor Condie stated that if he is going to a hotel he would want a curtain. Mr. Baird replied that there is a curtain. Councilor Hancock stated that he is talking about something opaque when the curtains are open.

Mayor Wilson closed the public hearing

Councilor Condie stated that he understands the residents' concerns but one of the things he did when he was elected was take an oath to abide the law. He stated that they could receive a proposal of an office building that is eight stories high instead of four and would have twice the amount of people instead of a hotel. He understands where the residents are coming from

but he has to abide by the oath he took. He stated that it is a vested right according to the General Plan and hopes they understand.

Councilor Revill stated that he has been on the Council for 12 years and can honestly say, over that amount of time, they have had issues where residents don't like it and the applicant has the legal right, but he doesn't remember a time when an applicant hasn't met with residents to help mediate the situation. He has never had an applicant come up and threaten them with a lawsuit if they vote this thing down. He stated that is what they will do and they will probably win. He is disappointed in the applicant. He stated that they have every right to build it, however, he is disappointed.

Motion: Councilor Condie moved to grant the Site Plan approval for Holiday Inn Express to be located at 3851 Thanksgiving Way in an existing Commercial zone; subject to the completion of all Development Review Committee and Planning Commission comments with the strong recommendation that the applicant work with neighbors to see if any concerns can be resolved.

Councilor Southwick inquired if they can state that the developer has to meet with the residents before they proceed. Ryan Wood replied that can't be a requirement.

Councilor Hancock seconded the motion.

Roll Call Vote: Councilor Hancock, No; Councilor Southwick, No; Councilor Albrecht, No, Councilor Condie, Yes; and Councilor Revill, No. The motion failed with one in favor and four opposed.

5. Consideration of Final Subdivision approval for Seasons Towns, a 1-lot development located at Morning Vista Drive & Seasons View Drive in an existing Planned Community zone.

Motion: Councilor Condie moved to grant Final Subdivision approval for Seasons Towns, a 1-lot development located at Morning Vista Drive & Seasons View Drive in an existing Planned Community zone; subject to the completion of all Development Review Committee and Planning Commission comments. Councilor Albrecht seconded the motion.

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

6. Consideration of Final Subdivision approval for Newman Ranch, a 52-lot residential development located at 1100 West Main Street in R-2 and R-1-22 zones.

Councilor Albrecht stated that it had been mentioned earlier that this has been a long process and there has been a lot of cooperation and she appreciates it.

Motion: Councilor Revill moved to grant Final Subdivision approval for Newman Ranch, a 52-lot residential development located at 1100 West Main Street in R-2 and R-1-22 zones; subject to the completion of all Development Review Committee and Planning Commission comments. Councilor Southwick seconded the motion.

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

7. Consideration of Ordinance #11-2016 approving a Development Code amendment to Chapter 23 regarding electronic billboards.

Councilor Condie stated that he is ready to make a motion. Wade Budge requested to speak.

Wade Budge from Top Ad Media stated that they have been meeting with the City since December, 2014. He thinks the product is good and can recommend it with a couple of changes that are not reflected in the proposed ordinance. He stated that Planning Commission motion asked that the ordinance include the additional figures for single faced and double faced, as proposed by the industry, for clarification; and to add that the 45 degree angle be measured from the freeway and not from the interior angle.

Wade Budge proposed additional changes and distributed a handout outlining them. He proposed removing the scenic area language found in the last sentence of section 23.170(B)(2)(c) as they feel this is unnecessary. He stated that it is not their intent to propose any new billboards but to convert some billboards. He discussed the overlay zone and spacing requirement. He thinks the overlay zone makes sense, but feels the spacing requirement has problems as it creates a race in that overlay zone. He suggested allowing a EDS to be closer than 1,000 feet if the sign is owned by a different sign company. That would allow a 500 foot spacing requirement. He stated that he has made this recommendation in other cities and they have agreed. He likes the overlay but feels the spacing requirement is problematic. Councilor Revill stated that there are only two companies. Mr. Budge replied there are six but the real player is one.

Wade Budge discussed the curfew. He stated that right now these signs are emitting light 24 hours a day. He is requesting that the sign go static at 11:00 p.m. instead of going off at night. He stated that because the sign is directional the light impact is less than it is now.

Wade Budge discussed the pole enhancement language. He thinks that could be good but wants leeway to look at them on a case by case basis. He suggested language that would allow pole painting or decorative features.

Wade Budge discussed the City's proposed section to remove two billboards in order to convert one billboard. He asked for that section to be removed. He feels that the way it is written, no one will give up two signs to get one conversion. He thinks this is a provision that will not make a difference.

Councilor Revill inquired about the spacing requirement. Kim Struthers replied that even in the overlay zone they still want to keep the spacing requirement so they don't have all the electronic signage together. He explained that the federal recommendation is 500 feet and the City wants more space at 1,000 feet. He stated that it does allow an incentive to go less than 1,000 feet if they remove signage elsewhere. Councilor Hancock doesn't like that the first to apply for the conversion wins. He doesn't have an issue with spacing. He discussed the quality of materials for signage. Mr. Budge reported that he spent time with the Planning Commission and took them on a tour to look at the electronic signs and stated that there is a

requirement that will be an improvement. He stated that if spacing is important, he did propose language that would allow for closer spacing if the adjacent signs are owned by different billboard companies. Councilor Albrecht wondered why Mr. Budge didn't like the pole enhancement. Mr. Budge stated that it will have to be case by case basis and could make a larger footprint that the landlord doesn't want. Councilor Hancock feels they could leave the requirement for an enhanced pole and the landlord could ask for a conditional use permit for a lesser footprint. Ryan Wood stated that a conditional use is when the use is permitted but they need to mitigate the impact the sign would have. He stated that if that is what they, it would need to be written in the ordinance. Mayor Wilson felt if they offered a waiver for one, everyone would want one. Mr. Budge stated that they will be ensuring that the poles are nice, as they will be holding up a very expensive sign. Kim Struthers stated that staff wanted that language as some on premise signs have some great architectural structures and they wanted off-premise signs to have the same requirement. Mr. Budge suggested adding verbiage to 3a which states "or as proposed by both applicant and the landlord and found acceptable by the Planning Commission". Councilor Condie stated that he won't include that in his motion.

Nate Seacrest from Reagan Signs stated that they have seen a lot of clumping of billboards and that happens because of zoning. He discussed the concept of a "Billboard Bank". He stated that the billboard bank allows a company to take down their sign without losing the sign. He explained that they can take the sign down, then find a location, and put it up in a different place at a later date. He stated that the City makes a record of the billboard that was taken down and gives the sign company a credit in the "bank" for that sign and then when the billboard company is ready to put the sign back up in a different location, they use the sign credit in the bank. He stated that this is a way to allow them to work within the restrictions of the City. He stated that the places that have adopted this it has worked well and he would encourage the Council to engage in this. Councilor Hancock stated that concept sounds great but wondered what the public perception is when they now have a billboard. Mr. Seacrest stated that it depends on the resident. He stated that they can already move signs but they have to do it quick, as per state law. Mayor Wilson inquired how long that timeframe is. Mr. Seacrest replied that state law is silent in that but they move quickly. Ryan Wood inquired what is the length of time they are requesting sign credits remain in the bank. Forever? Mr. Seacrest replied that is how it is now written. He stated that some cities put in a five year limit. Councilor Revill stated that the Planning Commission liked this idea but it didn't get in the ordinance. Mr. Struthers replied that it was discussed and he is not sure of the reason they didn't include it. He stated that they had a couple of billboard by the new hospital where this was discussed. He stated if they do banking, the City will always have the number of billboards it currently has and this would eliminate ever reducing billboards. Mr. Seacrest wondered if it is an appropriate use of city power to limit their business. He stated that they are not asking for new signs but to keep the amount of signs they have now. He feels the goal of the City should be to minimize any negative impact. Councilor Hancock wondered if they go down the banking path and there is resistance from the landlord are they legally obligated even though the landlord is opposed. Mr. Seacrest stated that the City has to agree with a location, but they can't say no location will work. He explained that they can't put billboards in a neighborhood. Councilor Albrecht stated that they are not trying to take away any signs but doesn't want to close that door in the future. Mr. Seacrest stated that the way the ordinance is written there is a curfew and if they have a sign that is close to a residence and they want to move it, he feels the billboard bank gives them a way to do that.

Mayor Wilson asked if there was any comments from the public.

Cal Baumgartner wants to ensure that the content of the billboards will adhere to the culture of Lehi. Ryan Wood explained that content becomes a First Amendment issue and they can't get any narrower and say there is a Lehi standard. He explained that they would have to challenge it case by case basis. Mr. Baumgartner wanted to know what type of assurance they have. Mr. Wood stated that there aren't any assurances and they would just have to take down the offense language or content as soon as they could.

Kyle Brineholt stated that he is an Illumination Engineer by trade. He has driven down the freeway and had the billboard change from light to dark which he feels is a safety hazard. Kim Struthers reported that there are illumination standards.

Jared Johnson with Yesco stated that they worked closely with the Planning Commission and staff in coming up with the lighting standard. He explained that the lighting standard is consistent with other cities and is a higher standard. He stated that he discussed the spacing requirement for signs going the same way. He is concerned that a double faced sign on the same pole wouldn't be considered to be 1,000 feet apart and wouldn't allow double facing signs. Councilor Revill wondered if that will that allow them to put double sided signs where they are currently single sided. Kim Struthers replied that all of the billboards are double sided now. He is fine with the current spacing language and stated that they would never expect to take down one side. Mr. Johnson suggested adding "and facing the same direction" to (h).

Jared Johnson discussed the curfew language and stated that none of the other cities have applied a curfew to turn off a sign that is placed along the interstate, but only near residences. He explained that the standard allows the sign to return to a static held message rather than shutting it off. He discussed the technical advantages to that and that the advertiser gets to hold a single message all night. He thinks it is appropriate to have the signs along the interstate go static at 11:00 p.m. and not be turned off. Councilor Revill stated that they don't have a curfew on the current billboard signs. Mr. Johnson stated that it would only be applied to electronic signs and if they are within 400 feet of a residence. He stated that they have the ability to orient the sign away from a residence.

Councilor Southwick stated that he likes the idea of the sign going static. Councilor Albrecht agreed. Councilor Condie stated that if they adopt the language proposed by Mr. Budge that would take care of it. Councilor Revill stated that Mr. Budge's other suggestion of the spacing requirement being 1,000 feet for the same sign company and 500 feet if a different sign company. Councilor Hancock stated that he is okay with that. Councilor Condie stated that he is fine with that too. He stated that he is inclined to suggest take out #4 which would incentivize the sign company to take down two signs to convert one. Mayor Wilson stated that he doesn't see any harm of leaving that language in.

Motion: Councilor Condie moved to approve Ordinance #11-2016 approving a Development Code amendment to Chapter 23 regarding electronic billboards. Recommend that the language stay the same except in the following areas as noted before. Recommend removing the scenic area language found in the last sentence of 23.170.B(2)(c); that the language is changed 2(h) – Spacing

Requirements to the industry's proposed language; and recommend that we leave section 4 – Exceptions to Spacing Requirements for off-premise EDSs as is. Section 2(j) – Curfew that during the times of 11:00 p.m. to 6:00 a.m. that the signs go static according to the Industry's proposed language; subject to the completion of all Development Review Committee and Planning Commission comments.

Councilor Hancock inquired if Councilor Condie wanted to leave 3(a) Decorative Pole Structure as is. Councilor Condie replied yes. Councilor Hancock stated that there was nothing about a billboard bank in the motion. Councilor Condie stated that he left that out. Councilor Albrecht pointed out that the City's language in section 2(j) Curfew is more restrictive as the sign would be required to go static if the sign is within hundred (400) foot of a residence instead of the industry proposed language of three hundred (300) feet.

Amended Motion: Councilor Condie amended his motion to include the City's proposed language of four hundred (400) feet in section 2(j) Curfew.

Councilor Hancock seconded the motion.

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

8. Consideration of Ordinance #13-2016 adopting amendments to Chapter 8-7 - City Cemetery.

Motion: Councilor Southwick moved to approve Ordinance #13-2016 adopting amendments to Chapter 8-7 - City Cemetery and that this change doesn't apply to previously purchased family plots. Councilor Revill seconded the motion.

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

9. Consideration of Resolution #2016-06 appointing a Board Member to the Timpanogos Special Service District.

Resolution #2016-06 proposes to appoint Chris Condie to the Timpanogos Special Service District from January 1, 2016 to December 31, 2019.

Motion: Councilor Hancock moved to approve Resolution #2016-06 appointing a Board Member to the Timpanogos Special Service District. Councilor Revill seconded the motion.

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

10. Consideration of Resolution #2016-07 appointing a Member to the Tri-City Golf Course Governing Body (Fox Hollow Golf Course).

Resolution #2016-07 proposes to appoint Johnny Revill to the Tri-City Golf Course Governing Body (Fox Hollow Golf Course) from January 1, 2016 to December 31, 2019.

Motion: Councilor Southwick moved to approve Resolution #2016-07 appointing a Member to the Tri-City Golf Course Governing Body (Fox Hollow Golf Course). Councilor Condie seconded the motion.

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

11. Consideration of Resolution #2016-08 appointing a new Member Representative to the North Pointe Solid Waste Special Services District.

Resolution #2016-08 proposes to appoint Johnny Revill to the North Pointe Solid Waste Special Services District from January 1, 2016 to December 31, 2019.

Motion: Councilor Condie moved to approve Resolution #2016-08 appointing a new Member Representative to the North Pointe Solid Waste Special Services District. Councilor Southwick seconded the motion.

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

12. Consideration of Resolution #2016-09 appointing Planning Commissioners to the Lehi Planning Commission.

Resolution #2016-09 proposes to appoint Alternate Commissioner Kelly Ash as a Planning Commissioner to fill the unexpired term of Paige Albrecht whose term will expire December 31, 2016; and appoint Alternate Commissioner Mark Hampton to as a Planning Commissioner whose term will expire December 31, 2018.

Motion: Councilor Condie moved to approve Resolution #2016-09 appointing Planning Commissioners to the Lehi Planning Commission. Councilor Hancock seconded the motion.

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

13. Consideration of Resolution #2016-10 appointing Board Members to the Lehi City Public Library Board of Directors.

Resolution #2016-10 proposes to reappoint Kellie Mecham and Jeffrey Driggs as Board members which began July 1, 2015 and will expire June 30, 2018.

Motion: Councilor Revill moved to approve Resolution #2016-10 appointing Board Members to the Lehi City Public Library Board of Directors. Councilor Southwick seconded the motion.

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

14. Consideration of adjourning into a Closed Executive Session to discuss pending or reasonably imminent litigation and to discuss the character, professional competence, or physical or mental health of an individual.

Motion: Councilor Condie moved to adjourn into a Closed Executive Session to discuss pending or reasonably imminent litigation and to discuss the character, professional competence, or physical or mental health of an individual. Councilor Southwick seconded the motion.

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

The meeting recessed into the Closed Executive Session at 8:48 pm.
The meeting reconvened at 9:20 p.m.

26. Adjournment

With no further business to come before the City Council at this time, Councilor Condie moved to adjourn the meeting. Councilor Albrecht seconded the motion. The motion passed unanimously. The meeting adjourned at approximately 9:20 p.m.

Approved: February 23, 2016

Attest:

Bert Wilson, Mayor

Marilyn Banasky, City Recorder



LEHI CITY
CITY COUNCIL AGENDA
March 8, 2016

Consent Agenda: Approval of Purchase Orders

INFORMATION:

Company	Description	P O Amount	Budget Amt (before PO)
High Country Concrete	Downtown curb and sidewalk extension	\$75,000.00	\$115,164.68
Codale Electric Supply	Trans 1-PH 25 KVA/37.5 KVA/50 KVA	\$69,870.00	Inventory
JLR	Mitchell Hollow Well Pump House	\$210,000.00	\$172,324.00
Corrio Construction Inc.	Peterson Well	\$45,000.00	\$272,877.00
Codale Electric Supply	Transformers for West Side Substation	\$1,299,660.00	New Account
	Transformers for Spring Creek Substation	<u>\$643,396.00</u>	No Budget
		\$1,943,056.00	
Lake Mountain Mutual Water Company	3.752 Acres of Ground for Current & Future Water Tanks	\$300,000.00	\$157,810.00

PURCHASE ORDER

LEHI CITY CORPORATION

153 NORTH 100 EAST
LEHI UT 84043

THIS ORDER
NUMBER
MUST APPEAR
ON YOUR
INVOICE

4543



1447
ISSUED TO: HIGH COUNTRY CONCRETE
579 NORTH 1100 WEST
LEHI UT 84043

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

DEPARTMENT:

PURCHASE ORDER DATE: 02/22/2016

<u>REQ #</u>	<u>QUANTITY</u>	<u>DESCRIPTION</u>	<u>UNIT PRICE</u>	<u>TOTAL</u>	<u>GL ACCOUNT</u>
0	1.00	DOWNTOWN CURB AND SIDEWALK EXTENSION	75,000.00	75,000.00	32-70-70-170

TOTAL 75,000.00

Department Head

Council Approval

PURCHASE ORDER

LEHI CITY CORPORATION

153 NORTH 100 EAST
LEHI UT 84043

THIS ORDER
NUMBER
MUST APPEAR
ON YOUR
INVOICE

4547



ISSUED TO: 6625
 CODALE ELECTRIC SUPPLY, INC.
 P.O. BOX 740525
 LOS ANGELES CA 90074-0525

SHIP TO: STREETS
 439 WEST 300 NORTH
 LEHI UT 84043

DEPARTMENT:

PURCHASE ORDER DATE: 03/01/2016

<u>REQ #</u>	<u>QUANTITY</u>	<u>DESCRIPTION</u>	<u>UNIT PRICE</u>	<u>TOTAL</u>	<u>GL ACCOUNT</u>
0	1.00	TRANS 1-PH 25 KVA/37.5 KVA/50 KVA	69,870.00	69,870.00	53-1415

TOTAL 69,870.00

 Department Head

 Council Approval

Serviced By: 362 South Commerce Loop
OREM, UT 84058
Phone # : 801-724-3000

** Acknowledgement **
Order #: S5609359
P/O #: PO TO FOLLOW FROM CI
Release#:SINGLE PHASE XFRM
Page #: 1

Bill To:
LEHI CITY POWER
153 NORTH 100 EAST
ATTN:PENNY JENSEN
LEHI, UT 84043

Ship To:
LEHI CITY POWER/ SHOPS
560 WEST GLENN CARTER DRIVE
LEHI, UT 84043

Ord-Date	Ship-Date	Writer Terms	Ship Via	Ordered By
02/11/16	02/26/16	JENSTE NET 30 DAY	WEB WC	KENNY NORRIS
	Ship Br:2	Slsman Phone		Freight
	Prc Br:2	MCPGRE 801-768-7100		Billable

Ord Qty	Product Description	Unit Price	Net
	***** Shipping Instructions *****		
	* DELIVER ON CODALE TRUCK ONCE PO IS	*	
	* APPROVED BY CITY COUNCIL AND PO IS	*	
	* GIVEN TO STEVE JENSEN **EMAIL:	*	
	* knorris@lehi-ut.gov	*	

17ea	HOWARD 25KVA 12470GRDY/7200 HV TO 240/120 LV SINGLE PHASE PAD MOUNT TRANSFORMER DEAD FRONT LOOP FEED BUSHING WELL & INSERTS WITH 5/8-IN SECONDARY STUD BAYONET FUSING NO TAPS TANK:MILD STEEL	1178.000	20026.00
22ea	HOWARD 37.5KVA 12470GRDY/7200 HV TO 240/120 LV SINGLE PHASE PAD MOUNT TRANSFORMER DEAD FRONT LOOP FEED WELL AND INSERTS SECONDARY STUD BAYONET FUSING NO TAPS TANK:MILD STEEL	1424.000	31328.00
12ea	HOWARD 50KVA 12470GRDY/7200 HV TO 240/120 LV SINGLE PHASE PAD MOUNT TRANSFORMER DEAD FRONT LOOP FEED BUSHING WELL & INSERTS WITH 5/8-IN SECONDARY STUD BAYONET FUSING NO	1543.000	18516.00
	Subtotal Thru Page # 1 ----		69870.00

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Serviced By: 362 South Commerce Loop
OREM, UT 84058
Phone # : 801-724-3000

** Acknowledgement **
Order #: S5609359
P/O #: PO TO FOLLOW FROM CI
Release#:SINGLE PHASE XFRM
Page #: 2

Bill To:
LEHI CITY POWER
153 NORTH 100 EAST
ATTN:PENNY JENSEN
LEHI, UT 84043

Ship To:
LEHI CITY POWER/ SHOPS
560 WEST GLENN CARTER DRIVE
LEHI, UT 84043

Ord-Date	Ship-Date	Writer Terms	Ship Via	Ordered By
02/11/16	02/26/16	JENSTE NET 30 DAY	WEB WC	KENNY NORRIS
	Ship Br:2	Slsman Phone		Freight
	Prc Br:2	MCPGRE 801-768-7100		Billable

Ord Qty	Product Description	Unit Price	Net
	TAPS TANK:MILD STEEL		

	ORDER TOTAL		69870.00

	Invoice Amount		69870.00

.. Reprint .. Reprint .. Reprint ..



3624 South Main Street
SOUTH SALT LAKE, UT 84115

GE PROLEC 1PH PAD MOUNT
QUOTE

www.anixterpowersolutions.com

Phone: 801.288.2831
Fax: 801.288.2837

Quotation: U00453327.00

To: **LEHI CITY POWER**
POWER DEPT WAREHOUSE
560 WEST GLEN CARTER BLVD
LEHI, UT 84043-3670

Attn: **KENNY**

Phone:

Fax:

Issued Date: **Feb 22, 2016**
Expiration Date: **Mar 23, 2016**

Sales Contact: **Judd D Green**
(P) 801.288.2831
(F) 801.288.2837
Judd.Green@hdsupply.com

Item	CustLine	Product and Description	Quantity	Price	Unit	Extended
1		25KVA 1PH PAD MOUNT PLEASE SEE THE SPEC IN THE E-MAIL ATTACHMENT. DEL: 7 WEEKS	12	1,295.000	EA	15,540.00
2		37.5KVA 1PH PAD MOUNT PLEASE SEE THE SPEC IN THE E-MAIL ATTACHMENT. DEL: 7 WEEKS	12	1,430.000	EA	17,160.00
3		50KVA 1PH PAD MOUNT PLEASE SEE THE SPEC IN THE E-MAIL ATTACHMENT. DEL: 7 WEEKS	12	1,560.000	EA	18,720.00

SECTION TOTAL: \$51,420.00

QUOTE TOTAL: \$51,420.00

Special Notes

- 1) All items are In Stock unless otherwise noted.
- 2) All item pricing on this quote is valid for thirty days unless otherwise specified.
- 3) All applicable taxes apply.

For the latest terms & conditions please visit: <https://www.anixterpowersolutions.com/site/legal/purchase-terms.html>

Anixter Power Solutions offers the industry's most extensive and dynamic portfolio of products, services and solutions for the Public Power, Investor-owned Utilities, Construction and Industrial markets.



3624 South Main Street
SOUTH SALT LAKE, UT 84115

LEHI CITY

www.anixterpowersolutions.com

Phone: 801.288.2831
Fax: 801.288.2837

Quotation: U00453256.00

To: LEHI CITY POWER
POWER DEPT WAREHOUSE
560 WEST GLEN CARTER BLVD
LEHI, UT 84043-3670

Issued Date: Feb 22, 2016
Expiration Date: Mar 23, 2016

Sales Contact: Judd D Green
(P) 801.288.2831
(F) 801.288.2837
Judd.Green@hdsupply.com

Attn: KENNY

Phone:

Fax:

Item	CustLine	Product and Description	Quantity	Price	Unit	Extended
1		25KVA 1 PH PAD MOUNT PLEASE SEE THE SPEC IN THE E-MAIL DEL: 8-10 WEEKS	12	1,220.000	EA	14,640.00
2		37.5KVA 1PH PAD MOUNT PLEASE SEE THE SPEC IN THE E-MAIL DEL: 8-10 WEEKS	12	1,340.000	EA	16,080.00
3		50KVA 1PH PAD MOUNT PLEASE SEE THE SPEC IN THE E-MAIL DEL: 8-10 WEEKS	12	1,498.000	EA	17,976.00

SECTION TOTAL: \$48,696.00

QUOTE TOTAL: \$48,696.00

Special Notes

- 1) All items are In Stock unless otherwise noted.
- 2) All item pricing on this quote is valid for thirty days unless otherwise specified.
- 3) All applicable taxes apply.

For the latest terms & conditions please visit: <https://www.anixterpowersolutions.com/site/legal/purchase-terms.html>

Anixter Power Solutions offers the industry's most extensive and dynamic portfolio of products, services and solutions for the Public Power, Investor-owned Utilities, Construction and Industrial markets.

HOWARD INDUSTRIES

Howard Industries, Inc.
Utility Transformer Division
P.O. Box 1588
Laurel, MS 39441-1588
Phone: 601 425 3151
Fax: 601 649 8090

QUOTATION CUSTOMER COPY

NORTHERN POWER EQUIP
1168 WEST 500 NORTH
CENTERVILLE, UT 84014

FOB: DESTINATION
PRICING: FIRM FOR QUOTED SHIPMENT
AGENT: CARLSON SALES INC

VALIDITY: 30 DAYS
TERMS: NET 30 DAYS
INQUIRY: LEHI CITY

QUOTATION NO: SJ-8213
QUOTATION DATE: 02/18/2016
PAGE NO: 1

Item	Qty	Description	Unit Price	Shipment ARO
ITEM 1	12	PRODUCT: 1-PHASE PADMOUNT ANSI C57.12.25 TYPE 2 DEAD FRONT SINGLE VOLTAGE KVA: 25 KVA HV: 12470GRDY/7200 95KV BIL LV: 240/120 30KV BIL 3 BUSHINGS TAPS: NO TAPS TANK: MILD STEEL LOSSES: NO LOAD = 74, LOAD = 246, TOTAL = 320 IMPED = 2.0 OIL TYPE: MINERAL	1305-	06-08 WKS
ITEM 2	12	PRODUCT: 1-PHASE PADMOUNT ANSI C57.12.25 TYPE 2 DEAD FRONT SINGLE VOLTAGE KVA: 37.5 KVA HV: 12470GRDY/7200 95KV BIL LV: 240/120 30KV BIL 3 BUSHINGS TAPS: NO TAPS TANK: MILD STEEL LOSSES: NO LOAD = 98, LOAD = 351, TOTAL = 449 IMPED = 1.7 OIL TYPE: MINERAL	1505-	06-08 WKS

-31-

UNCONTROLLED COPY

UNLESS VIEWED ON A PC FROM THE 'QCShare on Howardpc Drive

CONTINUED ON NEXT PAGE

Document: 2.3.01
Revision: 1
Authorized: RAS

Howard Industries, Inc.
 Utility Transformer Division
 P.O. Box 1588
 Laurel, MS 39441-1588
 Phone: 601 425 3151
 Fax: 601 649 8090

NORTHERN POWER EQUIP
 1168 WEST 500 NORTH
 CENTERVILLE, UT 84014

FOB: DESTINATION
 PRICING: FIRM FOR QUOTED SHIPMENT
 AGENT: CARLSON SALES INC

VALIDITY: 30 DAYS
 TERMS: NET 30 DAYS
 INQUIRY: LEHI CITY

QUOTATION NO: SJ-8213
 QUOTATION DATE: 02/18/2016
 PAGE NO: 2

Item	Qty	Description	Unit Price	Shipment ARO
ITEM 3	12	<p>PRODUCT: 1-PHASE PADMOUNT ANSI C57.12.25 TYPE 2 DEAD FRONT SINGLE VOLTAGE KVA: 50 KVA HV: 12470GRDY/7200 95KV BIL LV: 240/120 30KV BIL 3 BUSHINGS TAPS: NO TAPS TANK: MILD STEEL LOSSES: NO LOAD = 114, LOAD = 452, TOTAL = 566 IMPED = 2.0 OIL TYPE: MINERAL</p> <p>QUOTED PER CUSTOMER SPEC. /INQUIRY DATED 02/16/16 EVALUATED: NO LOAD = 5.00 LOAD = 2.00 SINGLE PHASE PADMOUNT, DEAD FRONT, LOOP FEED, WELLS AND INSERTS, BAYONET FUSING WITH CLF. DOE COMPLIANT.</p> <p>ORDERS REQUIRING APPROVAL DRAWINGS: LEADTIMES QUOTED ASSUME THAT APPROVAL DRAWINGS WILL BE SIGNED AND RETURNED TO HOWARD INDUSTRIES WITHIN TWO WEEKS OF RECEIPT OF SAID DRAWING. SHOULD THE PROCESS REQUIRE ANY ADDITIONAL TIME BEYOND THESE TWO WEEKS, THAT ADDITIONAL TIME WILL BE ADDED TO THE QUOTED LEADTIME.</p> <p>TRANSFORMERS ON THIS QUOTATION ARE DESIGNED TO COMPLY WITH DOE EFFICIENCY REQUIREMENTS EFFECTIVE FOR COVERED TRANSFORMERS COMPLETING MANUFACTURE BEGINNING JANUARY 1, 2016.</p>	1704-	06-08 WKS

-32-

UNCONTROLLED COPY

NLES:3 VIEWED ON A PC FROM THE *QCShare on Howardpdc Drive

LAST PAGE

SUBMITTED BY SANDY BENOIT

Document: 2.3.01
 Revision: 1
 Subcontract: N/A

QUOTE NO. SJ8213001

HOWARD INDUSTRIES

LAUREL, MS USA 39440

SINGLE PHASE PAD DISTRIBUTION TRANSFORMER

CUSTOMER: LEHI CITY CORP EL. DPT.

SPEC. NO: PER CUSTOMER SPEC. DATE: 21616.

KVA: 25.0; BIL: 95; TAPS: NONE

HIGH VOLTAGE: 12470GRDY/7200

LOW VOLTAGE: 240/120

APPROX. CORE AND COIL WEIGHT: 239

APPROX. TANK AND ACCESS. WEIGHT: 221

GAL. OF OIL: 35; APPROX. WEIGHT: 263

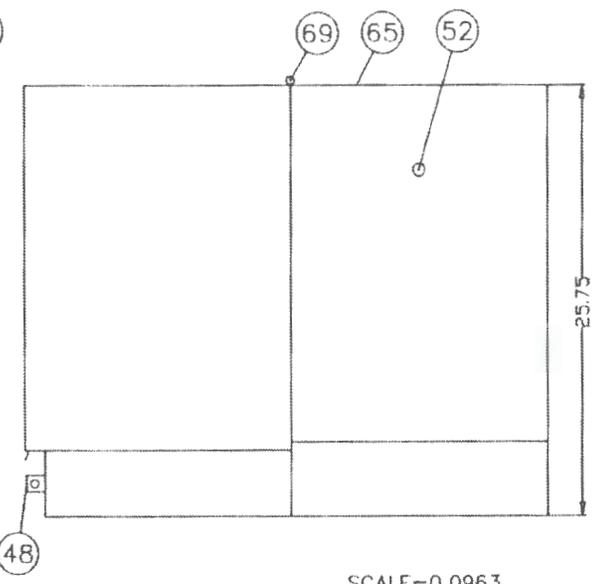
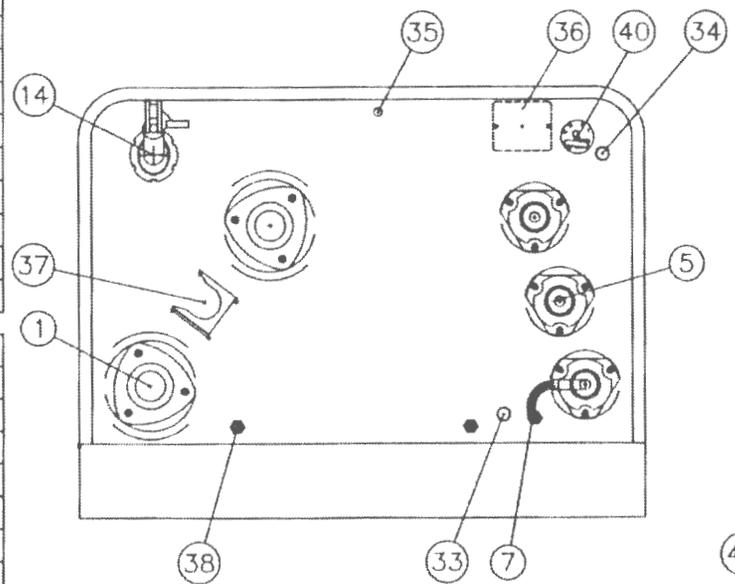
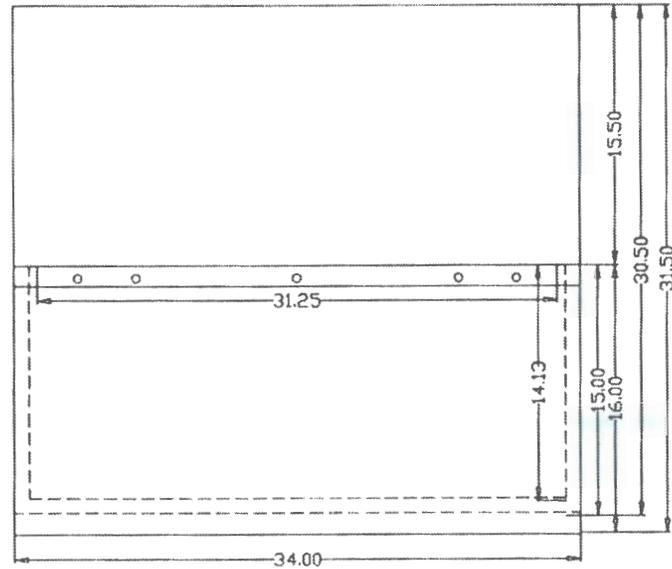
APPROX. TOTAL WEIGHT: 723

REV.	DATE	DESCRIPTION	BY	APP
A				
B				

NOTE: THE WEIGHTS, DIMENSIONS, AND COMPONENT PLACEMENT ARE APPROXIMATE AND SUBJECT TO CHANGE WITHIN THE CUSTOMER SPECIFIED LIMITS.

DESCRIPTION

1	HV
5	LV
7	REMOVABLE COPPER GRD STRAP
14	HV FUSE HOLDER
33	DRAIN PLUG
34	FILL PLUG
35	PRESSURE RELIEF VALVE
36	NAMEPLATE
37	PARKING STAND
38	GROUND PADS
40	LV BREAKER
48	SECURITY BOLT
51	STANDARD SILL (REMOVABLE)
52	SS LIFTING LUGS
58	MUNSELL 7GY3.29/1.5
65	MILD STEEL TANK
69	SS HINGES AND PINS



SCALE=0.0963

SPECIAL NOTES

ANSI ARC RADIUS

CONTAINS LESS THAN 1PPM PCB

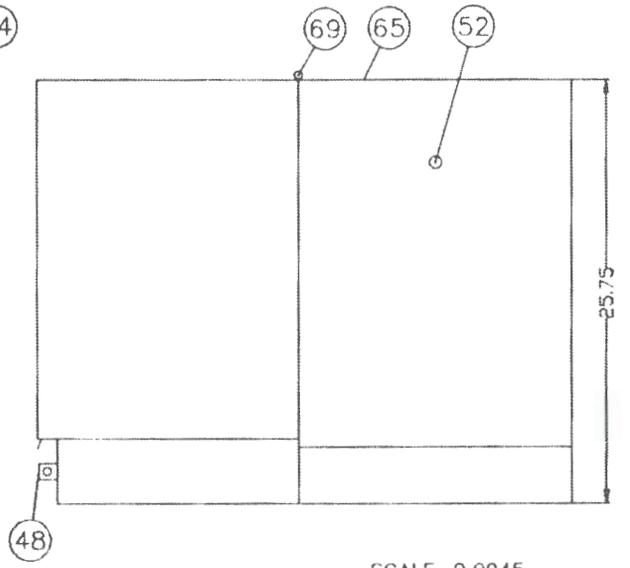
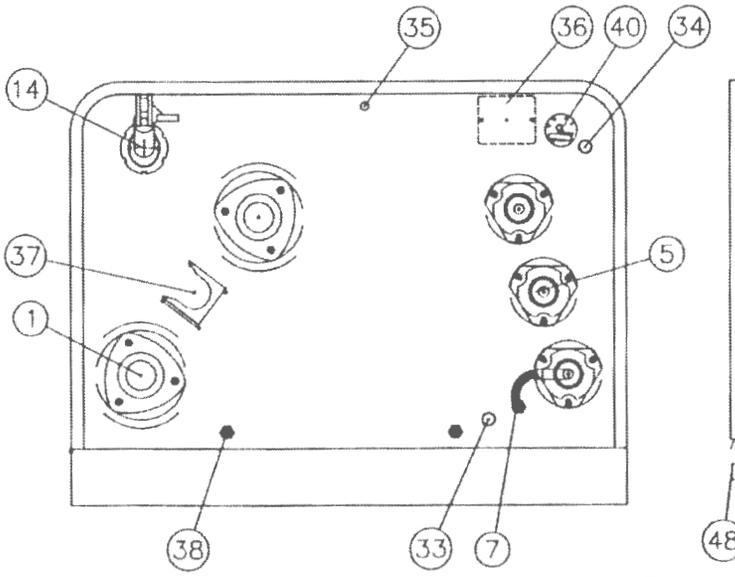
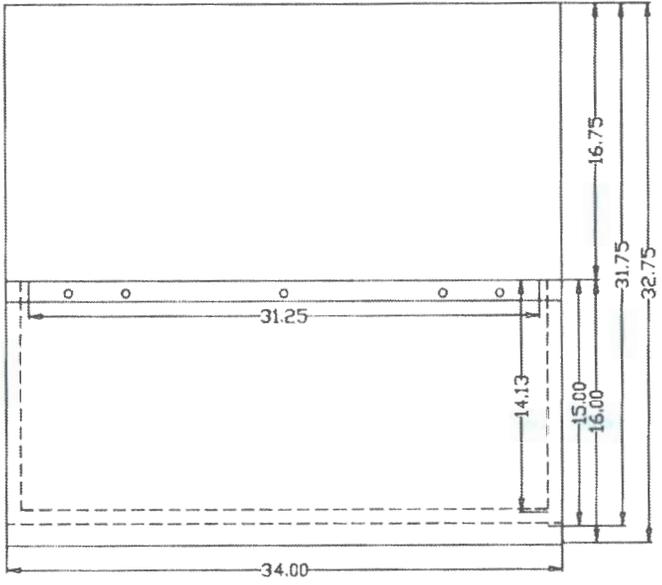
DWG NO	1910008213001	
DWG BY	EH	DATE: 02/18/16
APP BY		CC. 745

DESCRIPTION

1	HV
5	LV
7	REMOVABLE COPPER GRD STRAP
14	HV FUSE HOLDER
33	DRAIN PLUG
34	FILL PLUG
35	PRESSURE RELIEF VALVE
36	NAMEPLATE
37	PARKING STAND
38	GROUND PADS
40	LV BREAKER
48	SECURITY BOLT
51	STANDARD SILL (REMOVABLE)
52	SS LIFTING LUGS
58	MUNSELL 7GY3.29/1.5
65	MILD STEEL TANK
69	SS HINGES AND PINS

SPECIAL NOTES
ANSI ARC RADIUS
CONTAINS LESS THAN 1PPM PCB

DWG NO	1910008213002	
DWG BY	EH	DATE: 02/18/16
APP BY		CC. 745



SCALE=0.0945

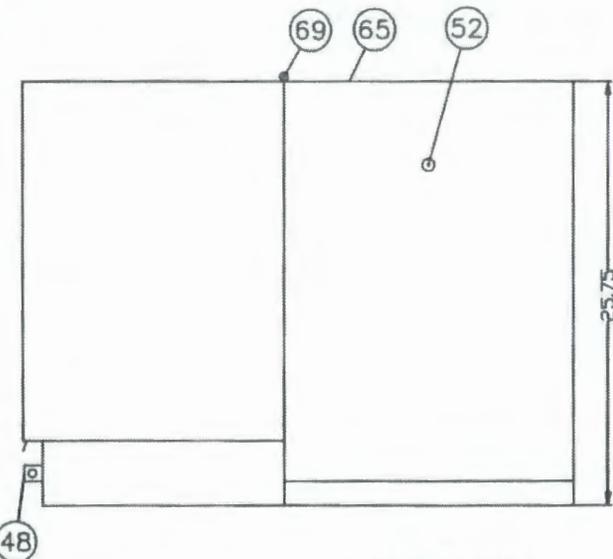
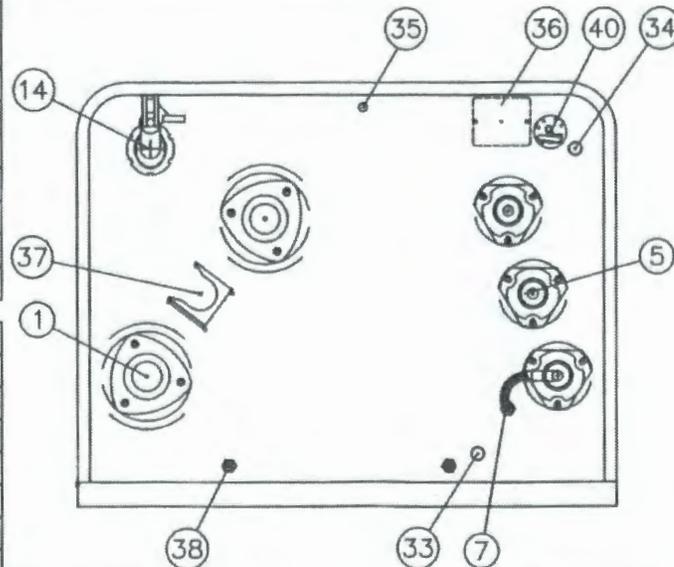
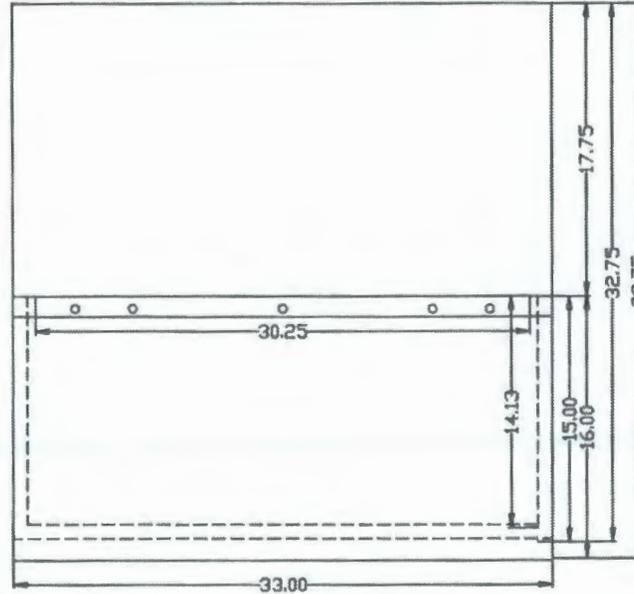
QUOTE NO.	SJ8213002		
HOWARD INDUSTRIES			
LAUREL, MS USA 39440			
SINGLE PHASE PAD DISTRIBUTION TRANSFORMER			
CUSTOMER: LEHI CITY CORP EL. DPT.			
SPEC. NO: PER CUSTOMER SPEC. DATE: 21616.			
KVA: 37.5; BIL: 95; TAPS: NONE			
HIGH VOLTAGE: 12470GRDY/7200			
LOW VOLTAGE: 240/120			
APPROX. CORE AND COIL WEIGHT:			320
APPROX. TANK AND ACCESS. WEIGHT:			225
GAL. OF OIL: 39; APPROX. WEIGHT:			295
APPROX. TOTAL WEIGHT:			840
REV.	DATE	DESCRIPTION	BY APP
A			
B			
NOTE: THE WEIGHTS, DIMENSIONS, AND COMPONENT PLACEMENT ARE APPROXIMATE AND SUBJECT TO CHANGE WITHIN THE CUSTOMER SPECIFIED LIMITS.			

DESCRIPTION

1	HV
5	LV
7	REMOVABLE COPPER GRD STRAP
14	HV FUSE HOLDER
33	DRAIN PLUG
34	FILL PLUG
35	PRESSURE RELIEF VALVE
36	NAMEPLATE
37	PARKING STAND
38	GROUND PADS
40	LV BREAKER
48	SECURITY BOLT
51	STANDARD SILL (REMOVABLE)
52	SS LIFTING LUGS
58	MUNSELL 7GY3.29/1.5
65	MILD STEEL TANK
69	SS HINGES AND PINS

SPECIAL NOTES
ANSI ARC RADIUS
CONTAINS LESS THAN 1PPM PCB

DWG NO	1910008213003	
DWG BY	EH	DATE: 02/18/16
APP BY		CC. 745



QUOTE NO. SJ8213003

HOWARD INDUSTRIES

LAUREL, MS USA 39440

SINGLE PHASE PAD DISTRIBUTION TRANSFORMER

CUSTOMER: LEHI CITY CORP EL. DPT.

SPEC. NO: PER CUSTOMER SPEC. DATE: 21616.

KVA: 50.0; BIL: 95; TAPS: NONE

HIGH VOLTAGE: 12470GRDY/7200

LOW VOLTAGE: 240/120

APPROX. CORE AND COIL WEIGHT: 396

APPROX. TANK AND ACCESS. WEIGHT: 223

GAL. OF OIL: 44; APPROX. WEIGHT: 327

APPROX. TOTAL WEIGHT: 947

REV.	DATE	DESCRIPTION	BY	APP
A				
B				

NOTE: THE WEIGHTS, DIMENSIONS, AND COMPONENT PLACEMENT ARE APPROXIMATE AND SUBJECT TO CHANGE WITHIN THE CUSTOMER SPECIFIED LIMITS.

SCALE=0.0945

PURCHASE ORDER

LEHI CITY CORPORATION

153 NORTH 100 EAST
LEHI UT 84043

THIS ORDER
NUMBER
MUST APPEAR
ON YOUR
INVOICE

4549



ISSUED TO: 590028
JLR
2705 N 550 E
PROVO UT 84604

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

DEPARTMENT:

PURCHASE ORDER DATE: 03/01/2016

<u>REQ #</u>	<u>QUANTITY</u>	<u>DESCRIPTION</u>	<u>UNIT PRICE</u>	<u>TOTAL</u>	<u>GL ACCOUNT</u>
0	1.00	MITCHELL HOLLOW WELL PUMP HOUSE	210,000.00	210,000.00	71-50-14-003

TOTAL 210,000.00

Department Head

Council Approval

**Bid Results For Lehi City Mitchell Hollow Well - Pump House
Monday, Feb. 29, 2016 at 1:00 p.m. - Lehi City Water Dept.**

Item	Description	Unit	Qty	JLR		Dennis Leird		Nelson Brothers Const.		Vancon, Inc		Hills Const. Inc.		Corrio Const.		Great Basin		CounterPoint	
				Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
1	Mobilization	Lump Sum	1	\$8,950.00	\$ 8,950.00	\$9,500.00	\$ 9,500.00	\$11,661.00	\$ 11,661.00	\$7,500.00	\$ 7,500.00	\$12,500.00	\$ 12,500.00	\$13,000.00	\$ 13,000.00	\$12,145.00	\$ 12,145.00	\$14,994.00	\$ 14,994.00
2	Site Work	Lump Sum	1	\$4,950.00	\$ 4,950.00	\$15,000.00	\$ 15,000.00	\$41,796.00	\$ 41,796.00	\$11,000.00	\$ 11,000.00	\$23,000.00	\$ 23,000.00	\$4,380.00	\$ 4,380.00	\$12,300.00	\$ 12,300.00	\$9,945.00	\$ 9,945.00
3	Building Structure	Lump Sum	1	\$29,600.00	\$ 29,600.00	\$35,000.00	\$ 35,000.00	\$32,944.00	\$ 32,944.00	\$35,000.00	\$ 35,000.00	\$43,000.00	\$ 43,000.00	\$28,940.00	\$ 28,940.00	\$36,602.00	\$ 36,602.00	\$49,280.00	\$ 49,280.00
4	Piping and Plumbing	Lump Sum	1	\$27,700.00	\$ 27,700.00	\$48,000.00	\$ 48,000.00	\$36,952.00	\$ 36,952.00	\$40,000.00	\$ 40,000.00	\$43,000.00	\$ 43,000.00	\$38,090.00	\$ 38,090.00	\$39,134.00	\$ 39,134.00	\$42,848.00	\$ 42,848.00
5	Electrical System	Lump Sum	1	\$84,950.00	\$ 84,950.00	\$65,000.00	\$ 65,000.00	\$95,487.00	\$ 95,487.00	\$126,250.00	\$ 126,250.00	\$102,000.00	\$ 102,000.00	\$147,190.00	\$ 147,190.00	\$137,321.00	\$ 137,321.00	\$124,837.00	\$ 124,837.00
6	Chlorine System	Lump Sum	1	\$16,350.00	\$ 16,350.00	\$20,000.00	\$ 20,000.00	\$14,333.00	\$ 14,333.00	\$18,000.00	\$ 18,000.00	\$16,000.00	\$ 16,000.00	\$16,870.00	\$ 16,870.00	\$17,677.00	\$ 17,677.00	\$24,557.00	\$ 24,557.00
7	Culinary Water 12-inch	Foot	44	\$89.50	\$ 3,938.00	\$45.00	\$ 1,980.00	\$178.00	\$ 7,832.00	\$155.00	\$ 6,820.00	\$118.00	\$ 5,192.00	\$111.00	\$ 4,884.00	\$160.00	\$ 7,040.00	\$182.00	\$ 8,008.00
8	Culinary Water 6-inch	Foot	100	\$83.50	\$ 8,350.00	\$35.00	\$ 3,500.00	\$111.00	\$ 11,100.00	\$100.00	\$ 10,000.00	\$83.00	\$ 8,300.00	\$85.00	\$ 8,500.00	\$148.00	\$ 14,800.00	\$209.63	\$ 20,963.00
9	Import Pipe Bedding	Ton	60	\$13.75	\$ 825.00	\$20.00	\$ 1,200.00	\$28.00	\$ 1,680.00	\$11.00	\$ 660.00	\$75.00	\$ 4,500.00	\$12.00	\$ 720.00	\$16.50	\$ 990.00	\$35.40	\$ 2,124.00
					\$183,613.00		\$199,180.00		\$253,785.00		\$255,230.00		\$257,492.00		\$262,574.00		\$278,009.00		\$297,556.00



PURCHASE ORDER
LEHI CITY CORPORATION
153 NORTH 100 EAST
LEHI UT 84043

THIS ORDER
NUMBER
MUST APPEAR
ON YOUR
INVOICE
4550

ISSUED TO: 590029
CORRIO CONSTRUCTION INC
1770 E 6400 S

SALT LAKE CITY UT 84121

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

DEPARTMENT:

PURCHASE ORDER DATE: 03/01/2016

<u>REQ #</u>	<u>QUANTITY</u>	<u>DESCRIPTION</u>	<u>UNIT PRICE</u>	<u>TOTAL</u>	<u>GL ACCOUNT</u>
0	1.00	PETERSON WELL	45,000.00	45,000.00	75-50-16-003

TOTAL 45,000.00

Department Head

Council Approval

Lehi City Pump Project (2375 W. 900N.)-Bid Results
February 29, 2026; 2:00 PM
Lehi City Water Division-2538N N. 300 W. Lehi, UT 84043

Item	Description	Quant	Unit	Corrio Const.		Cole Peck		A/C Excavation		Hills Const.		VanCon		S&L	
				Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
1	Furnish and Install 4" DR18 PVC PI Water Line w Connection to Storm Drain Box	20	Linear Feet	\$92.00	\$1,840.00	\$107.00	\$2,140.00	\$50.00	\$1,000.00	\$350.00	\$7,000.00	\$70.00	\$1,400.00	\$200.00	\$4,000.00
2	Furnish and Install Pump Station Electrical Complete and Operable	1	Lump Sum	\$10,592.00	\$10,592.00	\$11,735.00	\$11,735.00	\$7,900.00	\$7,900.00	\$9,800.00	\$9,800.00	\$10,500.00	\$10,500.00	\$15,000.00	\$15,000.00
3	Furnish and Install Discharge Piping with Meter	1	Lump Sum	\$12,314.00	\$12,314.00	\$10,310.00	\$10,310.00	\$18,000.00	\$18,000.00	\$12,000.00	\$12,000.00	\$22,500.00	\$22,500.00	\$14,000.00	\$14,000.00
4	Furnish and Install 5 HP Submersible Pump, Submersible Wire, Discharge Head and 40'-4" T&C Column Pipe, Complete and Operable	1	Lump Sum	\$8,859.00	\$8,859.00	\$9,103.00	\$9,103.00	\$8,550.00	\$8,550.00	\$8,250.00	\$8,250.00	\$9,000.00	\$9,000.00	\$13,000.00	\$13,000.00
5	Remove and Reinstall Existing 4" Pump, Motor, Column, Shaft and Discharge Fitting With Shown Appurtenances.	1	Lump Sum	\$4,949.00	\$4,949.00	\$5,670.00	\$5,670.00	\$5,000.00	\$5,000.00	\$6,750.00	\$6,750.00	\$6,500.00	\$6,500.00	\$8,500.00	\$8,500.00
Total of All Base Bid Items					\$38,554.00		\$38,958.00		\$40,450.00		\$43,800.00		\$49,900.00		\$52,500.00

PURCHASE ORDER

LEHI CITY CORPORATION

153 NORTH 100 EAST
LEHI UT 84043

THIS ORDER
NUMBER
MUST APPEAR
ON YOUR
INVOICE

4551



ISSUED TO: 6625
 CODALE ELECTRIC SUPPLY, INC.
 P.O. BOX 740525
 LOS ANGELES CA 90074-0525

SHIP TO: POWER
 560 W GLEN CARTER DRIVE
 LEHI UT 84043

DEPARTMENT:

PURCHASE ORDER DATE: 03/02/2016

<u>REQ #</u>	<u>QUANTITY</u>	<u>DESCRIPTION</u>	<u>UNIT PRICE</u>	<u>TOTAL</u>	<u>GL ACCOUNT</u>
0	1.00	TRANSFORMERS FOR WEST SIDE SUBSTATION	1,299,660.00	1,299,660.00	73-50-16-003
0	1.00	TRANSFORMERS FOR SPRING CREEK SUBSTATION	643,396.00	643,396.00	73-50-16-005

TOTAL 1,943,056.00

 Department Head

 Council Approval



2/29/2016

To: Jason Walker
From: Joel Eves
Subject: Substation transformer purchase

After detailed review of the Substation transformer bids it is my recommendation that we proceed with the purchase and award the transformer bid to ABB offered by Codale. The evaluation consisted of a thorough evaluation based upon the following criteria (listed in order of weighted priority):

1. Product currently used by Lehi
2. Total cost of ownership
3. Local vendor
4. Lead time

With all of these factors considered and weighted appropriately multiple employees reviewed and scored the bids which were then combined to assist in the selection of the vendor. For details see attachment "transformer rfp assessment". After this process it is recommended that we proceed with the purchase of the Power transformers from ABB.

If you have any further input or additional questions please let me know,

Sincerely,



Joel Eves
Lehi City Corporation
Power Department Director

Power Transformer RFP Analysis Summary

Analysis details

Criteria	Alternatives	Raters
Cost	SPX	1
Lead time	ABB	2
Local rep	Virginia	3
On system		

Analysis Results

Alternatives	Analysis Rank
SPX	2
ABB	1
Virginia	3

Weighted Ranking Input

80%	Cost	Lead time	20%
80%	Cost	Local rep	20%
40%	Cost	On system	60%
40%	Lead time	Local rep	60%
40%	Lead time	On system	60%
25%	Local rep	On system	75%

Weighted Ranking Results

Cost	37%
Lead time	5%
Local rep	17%
On system	41%

Pricing Results

	Manufacturer A	Manufacturer B	Manufacturer C	Manufacturer D	Manufacturer E
Manufacturer	Virginia	ABB	Waukesha (20)	Waukesha (10)	Wasatch
Lead Time (weeks)	24	28	30	28	?
Bid Price	\$ 574,536	\$ 655,650	\$ 706,385	\$ 701,580	\$ 944,203
Options Cost	\$ -	\$ -	\$ -	\$ -	\$ -
Unadjusted Cost	\$ 574,536	\$ 655,650	\$ 706,385	\$ 701,580	\$ 944,203
Loss Cost Adder	\$ 390,927	\$ 328,106	\$ 437,172	\$ 385,806	\$ 222,152
Adjusted Cost	\$ 965,463	\$ 983,756	\$ 1,143,557	\$ 1,087,386	\$ 1,166,355
Post-Inflation Cost	\$ 1,422,287	\$ 1,449,234	\$ 1,684,648	\$ 1,601,899	\$ 1,718,233
Cost difference	\$ -	\$ 26,947	\$ 262,361	\$ 179,613	\$ 295,946

Quotation

#c

Date: 2/25/2016
 Quote: ABB SUBSTATION TRANSFORMER
 Valid until:



CODALE
 ELECTRIC SUPPLY, INC.

To: LEHI POWER
 Attn: JOEL EVES

Steve Jensen
 Utility Sales
stevej@codale.com

362 South Commerce Loop
 Orem, UT 84058
 Phone 801.724.3004
 FAX 801.724.3095
www.codale.com

WESTSIDE SUBSTATION

ITEM	QTY	MFR	PART NUMBER	DESCRIPTION	UNIT PRICE	U	TOTAL	LEAD TIMES / NOTES
1	2	ABB	2200/29333/36667/41067 VRLTC	MINERAL OIL FILLED SUBSTATION 3PHASE, 60HERTZ, 10%+-7.5% IMPEDANCE AT 22MVA HV: 138000 V DELTA, 650KVBIL LV: 13200 V WYE, 110KVBIL	\$649,830.000	E	\$1,299,660.00	
2	1	ABB	2200/29333/36667/41067 VRLTC	MINERAL OIL FILLED SUBSTATION 3PHASE, 60HERTZ, 10%+-7.5% IMPEDANCE AT 22MVA HV: 138000 V DELTA, 650KVBIL LV: 13200 V WYE, 110KVBIL	\$843,396.000	E	\$843,396.00	
Freight Terms: FOB: SHIPPING POINT, PREPAID AND ALLOWED					<i>Subtotal</i>		\$1,943,056.00	
							\$ -	
					<i>Total</i>		\$1,943,056.00	

Codale Electric Supply, Inc. Standard Terms and Conditions of Sale apply to this quotation

All sales of material or equipment by Codale Electric Supply Inc. are expressly conditioned upon the terms and conditions set forth below. Any additional or different terms or conditions set forth in the purchase order of the Purchaser or in any similar such communication are hereby objected to by Codale Electric Supply, Inc. and shall not be binding nor effective unless assented to in writing by an authorized representative of Codale Electric Supply Inc.

PRICES AND TERMS

Unless otherwise stated, all prices by Codale Electric Supply, Inc., hereafter referred to as Seller, are subject to change without notice. Prices do not include sales, use, excise, value added or similar taxes and, where applicable, such taxes shall be as a separate item and paid by the Purchaser. All items shown as freight allowed pertain to particular items and quantities. Any deviation after placement of order such as changes in quantity or partial release will be subject to the manufacturer's terms and conditions where applicable. Unless otherwise noted, all sales are made f.o.b. point of shipment with freight allowed to common free delivery point nearest destination within the United States, except Alaska and Hawaii; in all cases, title shall pass upon delivery to the center at point of shipment and thereafter all risk of loss or damage shall be upon the Purchaser. Extra labor or mechanical facilities required to unload shall be provided by Purchaser without any cost to Seller.

Cost escalation by the manufacturer of any material or component thereof shall be passed on to the buyer.

Quote pricing expires 30-days from date listed on the quote, unless otherwise noted on the quote.

PVC & wire pricing good for 1-day. Quoted PVC or wire must be released the day of the quote.

DELIVERY

Factory shipping dates given in advance of actual shipment are estimates by the manufacturer and are based upon prompt receipt of all necessary information. Quoted shipping dates are based on time after receipt of order at factory, with complete information, until merchandise is delivered to common center. Seller shall not be liable for failure to deliver or for delays in delivery or performance due to (1) causes beyond its reasonable control, or (2) acts of God, acts of Purchaser, acts of civil or military authority priorities or other governmental allocations or controls, fires, strikes or other labor difficulties, riots and other civil disturbances, delays in its usual source of supply, delays in transportation, or (3) any other commercial impracticability. In the event of any such delay, the date of delivery or performance shall be extended for a period equal to the time lost by reason of the delay.

PAYMENT

Each shipment or delivery shall be deemed to have been sold under a separate and independent contract. If, in the judgment of Seller, the financial condition of the Purchaser at the time of manufacture or shipment does not justify the terms of payment specified. Seller reserves the right to require full or partial payment before manufacture or shipment and to suspend any further performance until such payment has been received.

WARRANTIES

Material and equipment distributed by Seller are the products of reputable manufacturers sold under their respective brand or trade names. Seller shall use its best efforts to obtain from each manufacturer, in accordance with the manufacturer's warranty (copies of which will be furnished upon request) or customary practice, the repair or replacement of products that may prove defective in material or workmanship. The foregoing shall constitute the exclusive remedy of the purchaser and the sole obligation of Seller. Except as to title, THERE ARE NO WARRANTIES, EITHER WRITTEN, ORAL, IMPLIED, OR STATUTORY relating to the described material or equipment which extend beyond that described in this paragraph. NO WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR PURPOSE SHALL APPLY.

LIMITATION OF LIABILITY

Seller's liability on any claim for loss or damage arising out of this contract or from the performance or breach thereof or connected with the supplying of material or equipment hereunder, or its sale, resale, operation or use, whether based on warranty, contract, negligence or other grounds shall not exceed the price allowable to such material or equipment or part thereof involved in the claim. Seller shall not, under any circumstances, be liable for any labor charges unless agreed upon in advance by Seller. Seller shall not in any event be liable for special or consequential damages including, but not limited to, loss of profits or revenue, loss of use of the product or any associated product, cost of capital, cost of substitute products, facilities or services, downtime costs, or claims of customers of the Purchaser for such damages.

CANCELLATION

Purchaser may cancel any order by mutual agreement based upon payment to Seller of reasonable and proper cancellation charges.

RETURNED GOODS

Material and equipment must not be returned without the advance written consent of Seller.

ASSIGNMENT

Any assignment of any contract involving this order, or any rights thereunder, by the Purchaser without the advance written consent of Seller shall be void.

HAZARDOUS BUSINESS

Material and equipment distributed by Seller has been designed and manufactured for use in standard commercial, industrial and residential applications. If the material or equipment is to be applied in any location which might be of a hazardous nature, such as atomic installations, commercial or military aircraft missile installations, space explorations or other critical applications where a failure of a single component could cause substantial harm to persons or property, Seller disclaims all responsibility unless it has received a complete description of the application and has concurred that the product in question is suitable for the proposed application. Such concurrence must be signed by an officer of the Codale Electric Supply, Inc. Any questions should be referred to the manufacturer through Purchaser's local Codale Electric Supply, Inc. office.

GENERAL TERMS

Any of the terms and provisions of Buyer's order which are inconsistent with the terms and provisions hereof shall not be binding on Seller and shall not be considered applicable to the sale or shipment of the merchandise referred to herein. Unless Buyer shall notify Seller in writing to the contrary as soon as practicable after receipt of this quotation by Buyer, acceptance of the terms and conditions hereof by Buyer shall be indicated, and, in the absence of such notification, the sale and shipment by Seller of the merchandise covered hereby shall be conclusively deemed to be subject to the terms and conditions herein. A standard, form purchase order or similar document shall not constitute written objection to the terms herein. Rather a written objection must be separately stated, and addressed to "Attn: Credit Manager, Codale Electric Supply, Inc., 3150 South 900 West, Salt Lake City, UT 84119," and must state with particularity those specific terms to which Buyer objects. In the event this written notice is not timely sent, before shipment or delivery of the product, then Buyer waives any and all rights to object to the terms herein.

ATTORNEY'S FEES, JURISDICTION, AND VENUE

Buyer agrees that in the event there is a dispute between Buyer and Seller, the prevailing party shall pay all costs of such proceedings, including but not limited to attorney fees, court costs and other costs (including without limitation all expert witness or other fees incurred, and any and all costs charged by any law firm or attorney). Buyer agrees that any and all disputes with Seller, including not just contract but also tort claims, shall be resolved in the state or federal courts situated in Salt Lake County, Utah, and that these courts shall have the exclusive jurisdiction over all such disputes.

Any legal action brought by Buyer against Seller shall be filed in one of the above referenced jurisdictions within one (1) year after the cause of action arises or it shall be deemed forever waived.

INTELLECTUAL PROPERTY AND INDEMNIFICATION

Seller makes no warranty or representation with regard to any patent, trademark, copyright, trade dress, or trade secret, relating to or claimed to arise from any product sold to Buyer. Seller will not and does not indemnify or otherwise hold harmless Buyer from any claim of misappropriation or infringement of any patent, trademark, trade dress, trade secret, copyright or other rights relating to any merchandise. Buyer agrees that Buyer will not make any such claim, or seek any such indemnification, and that such a claim or demand by Buyer constitutes a breach of these Standard Terms, and that Buyer shall pay all attorney fees and other court costs incurred by Seller in defending against any such claim or demand, whether or not a legal action is commenced or filed.



**** Quotation ****

#c
5225 W. 2400 S
Salt Lake City, UT 84120
P.O. Box 702070
Salt Lake City, UT 84170-2070
Phone (801) 975-7300
Fax (801) 977-8833

Send P/O To:
Codale Electric Supply, Inc.
362 South Commerce Loop
OREM, UT 84058
Phone # : 801-724-3000

Bid #: S5620400
Page #: 1

Bid To:
LEHI CITY POWER
153 NORTH 100 EAST
ATTN: PENNY JENSEN
LEHI, UT 84043
Phone # : 801-768-7100

Ship To:
LEHI CITY POWER/ SHOPS
560 WEST GLENN CARTER DRIVE
LEHI, UT 84043
JOB: WESTGATE SUBSTATION

~~Bid-Date-Expr-Date-Writer~~ ~~Salesman~~ ~~Ship Via~~
02/26/16 03/02/16 Steven Jensen Greg McPhie 203AM PROVO NOR

Qty	Description	Net Prc	Ext Prc
2	ABB 22MVA SUBSTATION TRANSFORMER 22000/29333/36667/41067 KVA 55/65 C RISE ONAN/ONAF/ONAF 3PHASE 60HERTZ 10% +/- 7.5% IMPEDANCE AT 22 MVA HV: 138000V DELTA 650KVBIL DETC:+2-2@2.5% LV: 13200V WYE 110KVBIL OLTC:+16-16@0.625% *WITH ABB VACUUM REACTANCE LOAD TAP CHANGER (VRLTC)* N/S Item: Mfg Return Policy Applies ACTIVITY LOCATION: 9AAE304285 PDC: 9AAF401866 PTXN-SX171 APPROVAL DRAWINGS 6-8 WEEKS EQUIPMENT IN FULL: 24-28 WEEKS Pn: 3600570	649830.000ea	1299660.00
1	ABB 22MVA SUBSTATION TRANSFORMER 22000/29333/36667/41067 KVA 55/65 C RISE ONAN/ONAF/ONAF 3PHASE 60HERTZ 10% +/- 7.5% IMPEDANCE AT 22 MVA HV: 138000V DELTA 650KVBIL DETC:+2-2@2.5% LV: 13200V WYE 110KVBIL	643396.000ea	643396.00

*** Continued on Next Page ***

All Sales subject to Codale's Terms and Conditions (T&C's) available at www.codale.com/terms. Price listed on this quotation are subject to change without notice beyond expiration date. Sales Tax is not included in any Bid. Payment terms are subject to approved credit. Prices are exclusive of applicable taxes unless noted.

All sales subject to Codale's Terms and Conditions ("T&C's") Available at www.codale.com/terms
Sales Tax is Not included in any Bid



** Quotation **

5225 W. 2400 S
Salt Lake City, UT 84120
P.O. Box 702070
Salt Lake City, UT 84170-2070
Phone (801) 975-7300
Fax (801) 977-8833

Send P/O To:

Codale Electric Supply, Inc.
362 South Commerce Loop
OREM, UT 84058
Phone # : 801-724-3000

Bid #: S5620400
Page #: 2

Bid To:

LEHI CITY POWER
153 NORTH 100 EAST
ATTN: PENNY JENSEN
LEHI, UT 84043
Phone # : 801-768-7100

Ship To:

LEHI CITY POWER/ SHOPS
560 WEST GLENN CARTER DRIVE
LEHI, UT 84043

JOB: WESTGATE SUBSTATION

Bid-Date	Expr-Date	Writer	Salesman	Ship Via
02/26/16	03/02/16	Steven Jensen	Greg McPhie	203AM PROVO NOR

Qty	Description	Net Prc	Ext Prc
	OLTC:+16-16@0.625% *WITH ABB VACUUM REACTANCE LOAD TAP CHANGER (VRLTC)* N/S Item: Mfg Return Policy Applies ACTIVITY LOCATION: 9AAE304285 PDC: 9AAF401866 PTXN-SX171 APPROVAL DRAWINGS 6-8 WEEKS EQUIPMENT IN FULL: 24-28 WEEKS Pn: 3600570		

Bid Total	1943056.00
Bid Amount	1943056.00

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Proponents are urged to give special attention to the insurance and bond/letter of credit requirements set forth in Attached Agreement Template. The aforementioned bonds/letters of credit must be provided on one of the forms attached hereto as Attachments WST01 through WSTXX, respectively, and shall become part of the final contract.

4.4 RIGHT TO REJECT

The City reserves the right to reject any and all proposals and to waive any formality in the proposals received, to accept or reject any or all of the items in the proposal, and award the contract subject to this RFP, in whole or in part, if it is deemed in the City's best interest. The City reserves the right to negotiate any and all elements of the proposals if any such action is deemed in the best interest of the city.

SECTION 5: PROPOSAL SUMMARY SHEET—WESTSIDE SUBSTATION TRANSFORMERS GENERAL

- A. The Seller shall complete this section in its entirety and submit it with their proposal.
- B. "Seller" Virginia Transformer Corp
- C. Location of factory Pocatello, ID

PROPOSAL DATA

Base Price-FOB Transformer Foundation	QUANTITY TWO (2)	<u>\$ 1,149,072</u>
Shipping Dates	Approval Drawings:	<u>6 to 8 weeks ARO</u>
	Equipment in full:	<u>24 to 26 weeks ARO</u>
Service Engineering Including travel, lodging and expenses (3 days required)		<u>\$ Included in Base Bid Price</u>
Cost of additional days of Service Engineer		<u>\$ 1,600 /day</u>
Cost of Spare HV Bushing		<u>\$ 6,345</u>
Cost of Spare LV Bushing		<u>\$ 2,450</u>

Amount and type of oil filling required in field	<u>Approx 245 gallons, Type II Mineral Oil</u>
Location of factory	<u>Pocatello, ID</u>
Ship by truck or rail	<u>Truck</u>
Rail siding name if by rail	<u>N/A</u>

LOSS SUBMITTALS

The Seller shall guarantee that their proposed transformer loss values will not be exceeded. The certified test values will be compared and evaluated with the losses provided in the Seller's proposal. If the loss guarantees are exceeded, the difference between the total bid loss evaluation and the total certified test report loss evaluation will be deducted from the transformer invoice.

Losses

No-load losses at rated nominal voltage	<u>15.37</u>	<u>kW</u>
No-load losses at 110% rated nominal voltage	<u>22.13</u>	<u>kW</u>
Full-load losses (65°C ONAN/ONAF/ONAF rating) (Corrected to 75°C)	<u>259.6</u>	<u>kW @ 37.3 MVA</u>
Auxiliary losses (65°C ONAN/ONAF/ONAF rating) (Corrected to 75°C)	<u>5.0</u>	<u>kW</u>

EXPECTED ELECTRICAL DATA

Submit data which demonstrates that transformer meets short-circuit requirements listed in paragraph 7 of IEEE C57.12.00 by one of the following methods:

Certified test data showing that transformer with core and coil identical in design and construction and identical or similar with respect to kVA capacity, kV ratings, BIL, impedance, and voltage taps have been tested without failure for short-circuit strength.

History of successful experience with transformers of identical or similar ratings, design and construction. List transformers in service with core and coils which are essentially identical in design, construction and

manufacture to transformer covered by this Specification and provide information on date of installation, locating and failures if any.

Exciting current at 100% rated nominal voltage	<u>Approx 0.279%</u>
Exciting current at 110% rated nominal voltage	<u>Approx 1.115%</u>
Percent positive sequence impedance based on 65°C ONAN rating	<u>10.0% +/- 7.5% @ 20 MVA, 55 deg C</u>
Positive sequence impedance X/R ratio	<u>26.83</u>
Nominal High Voltage Rating	<u>138</u> kV
Nominal Low Voltage Rating	<u>13.2</u> kV
Transformer MVA Ratings	<u>20 / 26.67/33.3MVA @ 55 deg C</u> <u>ONAN/ONAF/ONAF</u>
RIV per NEMA TR-1 not to exceed	<u>100</u> mV
Audible sound level not to exceed	<u>70</u> dBA @ ONAN <u>73</u> dBA @ <u>ONAN/ONAF/ONAF</u>
Regulation at ONAN rating (Calculated per ANSI/IEEE C57.12.90)	<u>0.87</u> % @ 1.0 pf <u>6.58</u> % @ 0.8 pf

MECHANICAL DATA

Bushing manufacturer and catalog number:	<u>PCORE POC650G0800S</u> (HV)
	<u>PCORE 89123-70</u> (LV)
Weights and Volumes: Approximate	Core and Coils <u>62,500</u> lb
	Tank & Access <u>47,500</u> lb
	Oil <u>50,000</u> lb

Total	<u>167,000</u>	lb
Shipping Weight	<u>147,500</u>	lb
Oil Volume	<u>6666</u>	gal

Dimensions:

Height to top of tank	<u>137</u>	in
Height to top of HV bushings	<u>205</u>	in
Height to top of LV bushings	<u>159</u>	in
Bearing Dimensions:	Width <u>92</u>	in
	Length <u>151</u>	in
Overall dimensions including radiators:	Width <u>209</u>	in
	Length <u>270</u>	in

ADDITIONAL INFORMATION

Anticipated timeline for delivery of drawings to be approved by the Engineer. Delivery of drawings is the number of weeks after receipt of order.

Outline, general arrangement, assembly, installation, and foundation arrangement drawings.	<u>6 to 8</u>	Weeks
Drawings of transformer nameplate with schematic and phasor diagram, electrical ratings, weights and winding tap data in tabular format per ANSI standards.	<u>6 to 8</u>	Weeks
Schematic and wiring diagrams for tap arrangements of wiring of accessories.	<u>6 to 8</u>	Weeks
Wiring and connection diagrams for all control, current, potential and alarm circuits.	<u>6 to 8</u>	Weeks

BID FORM: SIGNATURE OF RESPONDENT

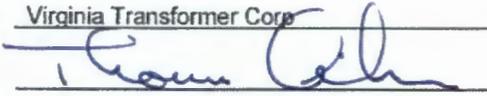
By submitting a proposal pursuant to this RFP, each proponent acknowledges that its proposal may be subject to public disclosure pursuant to the Government Records Access and Management Act, UTAH CODE ANN. § 63G-2-101, *et seq.* ("GRAMA"), as the same may be amended from time to time. If a proponent desires to have specific information contained in its proposal protected from public disclosure, the proponent may provide a written claim and description of business confidentiality with respect to any such information. Filing a written claim and description of business confidentiality does not guarantee that any information will remain protected or private as the City will strictly comply with GRAMA. As a general rule, RFP pricing shall not be considered protected or private information.

I hereby acknowledge that I have received, read, and understand the foregoing WESTSIDE SUBSTATION TRANSFORMERS (RFP No. 2016-01). The proposal that has been submitted herewith complies with the requirements of said RFP and applicable provisions of the Lehi City Municipal Code.

Upon acceptance of this RFP, the undersigned agrees to complete all required work as described in this RFP according to the terms and conditions described herein.

Please complete this form and return no later than the RFP deadline, as indicated on the cover page.

Company Virginia Transformer Corp

By 

Title Utility Market Manager

Signature Thomas Aikens

Address 220 Glade View Drive
Roanoke, VA 24012

Phone 540-345-9892

Email tom_aikens@vatransformer.com

Date January 28, 2016

Any exceptions to these specifications shall be clearly stated and attached to the bid data sheets.

Attach all bid submittal documentation as required by Submittal Section of this Specification.

Manufacturer and model of load tap changer

AUTHORIZED SIGNATURE

Seller: Virginia Transformer Corp

Signature & Title:  Market Manager

Address: 220 Glade View Drive

City: Roanoke State: VA Zip: 24012

Date: January 28, 2016

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Proponents are urged to give special attention to the insurance and bond/letter of credit requirements set forth in Attached Agreement Template. The aforementioned bonds/letters of credit must be provided on one of the forms attached hereto as Attachments WST01 through WSTXX, respectively, and shall become part of the final contract.

4.4 RIGHT TO REJECT

The City reserves the right to reject any and all proposals and to waive any formality in the proposals received, to accept or reject any or all of the items in the proposal, and award the contract subject to this RFP, in whole or in part, if it is deemed in the City's best interest. The City reserves the right to negotiate any and all elements of the proposals if any such action is deemed in the best interest of the city.

SECTION 5: PROPOSAL SUMMARY SHEET—WESTSIDE SUBSTATION TRANSFORMERS

GENERAL

- A. The Seller shall complete this section in its entirety and submit it with their proposal.
- B. "Seller" Codale Electric Supply, Inc.
- C. Location of factory ABB-Kuhlman, Crystal Springs, MS

PROPOSAL DATA

Base Price-FOB Transformer Foundation (off-loading not included)	QUANTITY TWO (2) ¹	<u>\$ 655,650.00</u>	RMV-II
		<u>\$ 649,830.00</u>	VRLTC
Shipping Dates	Approval Drawings:	<u>6 - 8 weeks</u>	
	Equipment in full:	<u>24 - 28 weeks</u>	
Service Engineering Including travel, lodging and expenses (3 days required)		<u>\$ N/A</u>	
Cost of additional days of Service Engineer		<u>\$ 2,480 /day</u>	
Cost of Spare HV Bushing		<u>\$ 5,800</u>	
Cost of Spare LV Bushing		<u>\$ 2,500</u>	

Amount and type of oil filling required in field	<u>Mineral Oil (6790 gal)</u>
Location of factory	<u>Crystal Springs, MS</u>
Ship by truck or rail	<u>Truck</u>
Rail siding name if by rail	<u>N/A</u>

LOSS SUBMITTALS

The Seller shall guarantee that their proposed transformer loss values will not be exceeded. The certified test values will be compared and evaluated with the losses provided in the Seller's proposal. If the loss guarantees are exceeded, the difference between the total bid loss evaluation and the total certified test report loss evaluation will be deducted from the transformer invoice.

Losses

No-load losses at rated nominal voltage	<u>17.15</u>	<u>kW</u>
No-load losses at 110% rated nominal voltage	<u>TBD</u>	<u>kW</u>
Full-load losses (65°C ONAN/ONAF/ONAF rating) (Corrected to 75°C)	<u>72.50</u>	<u>kW</u>
Auxiliary losses (65°C ONAN/ONAF/ONAF rating) (Corrected to 75°C)	<u>6.3</u>	<u>kW</u>

EXPECTED ELECTRICAL DATA

Submit data which demonstrates that transformer meets short-circuit requirements listed in paragraph 7 of IEEE C57.12.00 by one of the following methods:

Certified test data showing that transformer with core and coil identical in design and construction and identical or similar with respect to kVA capacity, kV ratings, BIL, impedance, and voltage taps have been tested without failure for short-circuit strength.

History of successful experience with transformers of identical or similar ratings, design and construction. List transformers in service with core and coils which are essentially identical in design, construction and

manufacture to transformer covered by this Specification and provide information on date of installation, locating and failures if any.

Exciting current at 100% rated nominal voltage	<u>0.69</u>	
Exciting current at 110% rated nominal voltage	<u>2.57</u>	
Percent positive sequence impedance based on 65°C ONAN rating	<u>10%</u>	
Positive sequence impedance X/R ratio	<u>27.5680</u>	
Nominal High Voltage Rating	<u>138</u>	<u>kV</u>
Nominal Low Voltage Rating	<u>13.2</u>	<u>kV</u>
Transformer MVA Ratings	<u>20 / 26.7 / 33.3MVA</u> <u>ONAN/ONAF/ONAF</u>	
RIV per NEMA TR-1 not to exceed	<u>TBD</u>	<u>mV</u>
Audible sound level not to exceed	<u>70 dBA @ ONAN</u> <u>dBa @</u> <u>ONAN/ONAF/ONAF</u>	
Regulation at ONAN rating (Calculated per ANSI/IEEE C57.12.90)	<u>0.86</u>	<u>% @ 1.0 pf</u>
	<u>6.59</u>	<u>% @ 0.8 pf</u>

MECHANICAL DATA

Bushing manufacturer and catalog number:	<u>138W0800AA</u>	<u>(HV)</u>
	<u>025W2000BE</u>	<u>(LV)</u>
Weights and Volumes:	Core and Coils	<u>55900</u> <u>lb</u>
	Tank & Access	<u>42300</u> <u>lb</u>
	Oil	<u>51000</u> <u>lb</u>

Total	<u>149100</u>	<u>lb</u>
Shipping Weight	<u>81500</u>	<u>lb</u>
Oil Volume	<u>6790</u>	<u>gai</u>

Dimensions:

Height to top of tank	<u>183</u>	<u>in</u>
Height to top of HV bushings	<u>TBD</u>	<u>in</u>
Height to top of LV bushings	<u>TBD</u>	<u>in</u>
Bearing Dimensions:		
Width	<u>TBD</u>	<u>in</u>
Length	<u>TBD</u>	<u>in</u>
Overall dimensions including radiators:		
Width	<u>237</u>	<u>in</u>
Length	<u>178</u>	<u>in</u>

ADDITIONAL INFORMATION

Anticipated timeline for delivery of drawings to be approved by the Engineer. Delivery of drawings is the number of weeks after receipt of order.

Outline, general arrangement, assembly, installation, and foundation arrangement drawings.	<u>6 - 8</u>	<u>Weeks</u>
Drawings of transformer nameplate with schematic and phasor diagram, electrical ratings, weights and winding tap data in tabular format per ANSI standards.	<u>6 - 8</u>	<u>Weeks</u>
Schematic and wiring diagrams for tap arrangements of wiring of accessories.	<u>6 - 8</u>	<u>Weeks</u>
Wiring and connection diagrams for all control, current, potential and alarm circuits.	<u>6 - 8</u>	<u>Weeks</u>

Any exceptions to these specifications shall be clearly stated and attached to the bid data sheets.

Attach all bid submittal documentation as required by Submittal Section of this Specification.

Manufacturer and model of load tap changer

AUTHORIZED SIGNATURE

Seller: Codale Electric Supply, Inc.

Signature & Title:  Utility Sales Manager

Address: 362 Commerce Loop

City: Orem State: UT Zip: 84058

Date: 1/27/2016

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SECTION 5: PROPOSAL SUMMARY SHEET—WESTSIDE SUBSTATION TRANSFORMERS

GENERAL

- A. The Seller shall complete this section in its entirety and submit it with their proposal.
- B. “Seller” SPX Transformer Solutions, Inc.
- C. Location of factory Waukesha, WI

PROPOSAL DATA

Base Price-FOB Transformer Foundation	QUANTITY TWO (2)	<u>\$ 1,412,770.00 - Qty. 2</u> <u>(706,385.00 EA)</u>
Shipping Dates	Approval Drawings:	<u>12-14 weeks ARO</u>
	Equipment in full:	<u>24-28 weeks ARO</u>
Service Engineering Including travel, lodging and expenses (3 days required)		<u>Five (5) days are included on \$ the above net price.</u>
Cost of additional days of Service Engineer		<u>\$ 1,425.00* /day</u> <small>* Beyond the five (5) days</small>
Cost of Spare HV Bushing		<u>\$ 2,985.00 EA</u>
Cost of Spare LV Bushing		<u>\$ 1,010.00 EA</u>

Amount and type of oil filling required in field	<u>6,416 gallons</u>
Location of factory	<u>Waukesha, WI</u>
Ship by truck or rail	<u>Truck</u>
Rail siding name if by rail	<u>N/A</u>

LOSS SUBMITTALS

The Seller shall guarantee that their proposed transformer loss values will not be exceeded. The certified test values will be compared and evaluated with the losses provided in the Seller's proposal. If the loss guarantees are exceeded, the difference between the total bid loss evaluation and the total certified test report loss evaluation will be deducted from the transformer invoice.

Losses

No-load losses at rated nominal voltage	<u>15.8</u>	<u>kW</u>
No-load losses at 110% rated nominal voltage	<u>21.7*</u>	<u>kW</u>
		*Not guaranteed
Full-load losses (65°C ONAN/ONAF/ONAF rating) (Corrected to 75°C)	ONAN @ 20 MVA, 75°C = 84.2 kW ONAF @ 33.33 MVA, 75°C = 233.8 kW *	ONAF @ 37.33 MVA (corrected to 75°C) = 293.3 kW *
Auxiliary losses (65°C ONAN/ONAF/ONAF rating) (Corrected to 75°C)	<u>6.4**</u>	<u>kW</u>

**The above values for cooling loss do not include ancillary equipment (heaters, control devices, etc.) losses of 3 kW

EXPECTED ELECTRICAL DATA

Submit data which demonstrates that transformer meets short-circuit requirements listed in paragraph 7 of IEEE C57.12.00 by one of the following methods:

Please refer to quote 70005780

Certified test data showing that transformer with core and coil identical in design and construction and identical or similar with respect to kVA capacity, kV ratings, BIL, impedance, and voltage taps have been tested without failure for short-circuit strength.

History of successful experience with transformers of identical or similar ratings, design and construction. List transformers in service with core and coils which are essentially identical in design, construction and

manufacture to transformer covered by this Specification and provide information on date of installation, locating and failures if any.

Exciting current at 100% rated nominal voltage	<u>0.50</u>	
Exciting current at 110% rated nominal voltage	<u>1.00</u>	
Percent positive sequence impedance based on 65°C ONAN rating	<u>10 %</u>	
Positive sequence impedance X/R ratio	<u>23.75</u>	
Nominal High Voltage Rating	<u>138</u>	<u>kV</u>
Nominal Low Voltage Rating	<u>13.2</u>	<u>kV</u>
Transformer MVA Ratings	<u>20 /26.67 /33.3 MVA//37.33 ONAN/ONAF/ONAF</u>	
RIV per NEMA TR-1 not to exceed	<u>100</u>	<u>mV</u>
Audible sound level not to exceed	<u>71 dBA @ ONAN</u>	
	<u>74 dBA @ ONAN/ONAF/ONAF</u>	
Regulation at ONAN rating (Calculated per ANSI/IEEE C57.12.90)	<u>0.92</u>	<u>% @ 1.0 pf</u>
	<u>6.61</u>	<u>% @ 0.8 pf</u>

MECHANICAL DATA

Bushing manufacturer and catalog number:	<u>PCORE - POC650G0800S or equal (HV)</u>
	<u>PCORE - B89123-70 or equal (LV)</u>
Weights and Volumes:	Core and Coils <u>61,034 lb</u>
	Tank & Access <u>61,034 lb</u>
	Oil <u>48,170 lb</u>

Total	<u>163,693</u>	lb
Shipping Weight	<u>94,919</u>	lb
Oil Volume	<u>6,416</u>	gal

Dimensions:

Height to top of tank	<u>142</u>	in
Height to top of HV bushings	<u>209</u>	in
Height to top of LV bushings	<u>142</u>	in
Bearing Dimensions:		
Width	<u>170 base</u>	in
Length	<u>76 base</u>	in
Overall dimensions including radiators:		
Width	<u>269</u>	in
Length	<u>192</u>	in

ADDITIONAL INFORMATION

Anticipated timeline for delivery of drawings to be approved by the Engineer. Delivery of drawings is the number of weeks after receipt of order.

Outline, general arrangement, assembly, installation, and foundation arrangement drawings.	<u>12-14</u>	Weeks	ARO
Drawings of transformer nameplate with schematic and phasor diagram, electrical ratings, weights and winding tap data in tabular format per ANSI standards.	<u>12-14</u>	Weeks	ARO
Schematic and wiring diagrams for tap arrangements of wiring of accessories.	<u>12-14</u>	Weeks	ARO
Wiring and connection diagrams for all control, current, potential and alarm circuits.	<u>12-14</u>	Weeks	ARO

Any exceptions to these specifications shall be clearly stated and attached to the bid data sheets. Please refer to quote 70005780

Attach all bid submittal documentation as required by Submittal Section of this Specification. Please refer to quote 70005780

Manufacturer and model of load tap changer
RMVII-2000

AUTHORIZED SIGNATURE

Seller: SPX Transformer Solutions, Inc.

Signature & Title: Ana Martinez / Application Engineer 

Address: 400 S. Prairie Avenue

City: Waukesha State: WI Zip: 53186

Date: 01/27/2016

Template are non-negotiable, and may not be changed or conditioned upon the contents of any proposal submitted pursuant to this RFP. The City may consider adding additional terms and conditions suggested by the proponent to said contract, but is not required to implement any such terms and conditions into the final contract.

Proponents are urged to give special attention to the insurance and bond/letter of credit requirements set forth in Attached Agreement Template. The aforementioned bonds/letters of credit must be provided on one of the forms attached hereto as Attachments WST01 through WSTXX, respectively, and shall become part of the final contract.

4.4 RIGHT TO REJECT

The City reserves the right to reject any and all proposals and to waive any formality in the proposals received, to accept or reject any or all of the items in the proposal, and award the contract subject to this RFP, in whole or in part, if it is deemed in the City's best interest. The City reserves the right to negotiate any and all elements of the proposals if any such action is deemed in the best interest of the city.

SECTION 5: PROPOSAL SUMMARY SHEET—WESTSIDE SUBSTATION TRANSFORMERS

GENERAL

A. The Seller shall complete this section in its entirety and submit it with their proposal.

B. "Seller" SPX Transformer Solutions, Inc.

C. Location of factory Goldsboro, NC

PROPOSAL DATA

Base Price-FOB Transformer Foundation **QUANTITY TWO (2)** \$ 1,403,160.00 - Qty. 2
(701,580.00 EA)

Shipping Dates Approval Drawings: 12-14 weeks ARO

Equipment in full: 42-46 weeks ARO

Service Engineering Including travel, lodging and expenses (3 days required) Five (5) days are included on \$ the above net price.

Cost of additional days of Service Engineer \$ 1,425.00* /day
* Beyond the five (5) days

Cost of Spare HV Bushing \$ 2,985.00 EA

Cost of Spare LV Bushing \$ 1,010.00 EA

Amount and type of oil filling required in field	<u>7,040 gallons</u>
Location of factory	<u>Goldsboro, NC</u>
Ship by truck or rail	<u>Truck</u>
Rail siding name if by rail	<u>N/A</u>

LOSS SUBMITTALS

The Seller shall guarantee that their proposed transformer loss values will not be exceeded. The certified test values will be compared and evaluated with the losses provided in the Seller's proposal. If the loss guarantees are exceeded, the difference between the total bid loss evaluation and the total certified test report loss evaluation will be deducted from the transformer invoice.

Losses

No-load losses at rated nominal voltage	<u>16.0</u>	<u>kW</u>
No-load losses at 110% rated nominal voltage	<u>22.3*</u>	<u>kW</u> *Not guaranteed
Full-load losses (65°C ONAN/ONAF/ONAF rating) (Corrected to 75°C)	ONAN @ 20 MVA, 75°C = 73 kW ONAF @ 33.33 MVA, 75°C = 202.7 kW * ONAF @ 37.33 MVA (corrected to 75°C) = 254.3 kW *	
Auxiliary losses (65°C ONAN/ONAF/ONAF rating) (Corrected to 75°C)	<u>5.5**</u>	<u>kW</u>

**The above values for cooling loss do not include ancillary equipment (heaters, control devices, etc.) losses of 3 kW

EXPECTED ELECTRICAL DATA

Submit data which demonstrates that transformer meets short-circuit requirements listed in paragraph 7 of IEEE C57.12.00 by one of the following methods:

Please refer to quote 70005780

Certified test data showing that transformer with core and coil identical in design and construction and identical or similar with respect to kVA capacity, kV ratings, BIL, impedance, and voltage taps have been tested without failure for short-circuit strength.

History of successful experience with transformers of identical or similar ratings, design and construction. List transformers in service with core and coils which are essentially identical in design, construction and

manufacture to transformer covered by this Specification and provide information on date of installation, locating and failures if any.

Exciting current at 100% rated nominal voltage	<u>0.50</u>	
Exciting current at 110% rated nominal voltage	<u>1.00</u>	
Percent positive sequence impedance based on 65°C ONAN rating	<u>10 %</u>	
Positive sequence impedance X/R ratio	<u>27.40</u>	
Nominal High Voltage Rating	<u>138</u>	kV
Nominal Low Voltage Rating	<u>13.2</u>	kV
Transformer MVA Ratings	<u>20 /26.67 /33.3 MVA//37.33 ONAN/ONAF/ONAF</u>	
RIV per NEMA TR-1 not to exceed	<u>100</u>	mV
Audible sound level not to exceed	<u>71 dBA @ ONAN</u>	
	<u>74 dBA @ ONAN/ONAF/ONAF</u>	
Regulation at ONAN rating (Calculated per ANSI/IEEE C57.12.90)	<u>0.86</u>	% @ 1.0 pf
	<u>6.57</u>	% @ 0.8 pf

MECHANICAL DATA

Bushing manufacturer and catalog number:	<u>PCORE - POC650G0800S or equal (HV)</u>
	<u>PCORE - B89123-70 or equal (LV)</u>
Weights and Volumes:	Core and Coils <u>60,560 lb</u>
	Tank & Access <u>59,420 lb</u>
	Oil <u>49,485 lb</u>

Total	<u>152,040</u>	lb
Shipping Weight	<u>90,080</u>	lb
Oil Volume	<u>7,040</u>	gal

Dimensions:

Height to top of tank	<u>146</u>	in
Height to top of HV bushings	<u>213</u>	in
Height to top of LV bushings	<u>146</u>	in
Bearing Dimensions:		
Width	<u>175 base</u>	in
Length	<u>83 base</u>	in
Overall dimensions including radiators:		
Width	<u>254</u>	in
Length	<u>191</u>	in

ADDITIONAL INFORMATION

Anticipated timeline for delivery of drawings to be approved by the Engineer. Delivery of drawings is the number of weeks after receipt of order.

Outline, general arrangement, assembly, installation, and foundation arrangement drawings.	<u>12-14</u>	<u>Weeks</u>	ARO
Drawings of transformer nameplate with schematic and phasor diagram, electrical ratings, weights and winding tap data in tabular format per ANSI standards.	<u>12-14</u>	<u>Weeks</u>	ARO
Schematic and wiring diagrams for tap arrangements of wiring of accessories.	<u>12-14</u>	<u>Weeks</u>	ARO
Wiring and connection diagrams for all control, current, potential and alarm circuits.	<u>12-14</u>	<u>Weeks</u>	ARO

Any exceptions to these specifications shall be clearly stated and attached to the bid data sheets. Please refer to quote 70005780

Attach all bid submittal documentation as required by Submittal Section of this Specification. Please refer to quote 70005780

Manufacturer and model of load tap changer
RMVII-2000

AUTHORIZED SIGNATURE

Seller: SPX Transformer Solutions, Inc.

Signature & Title: Ana Martinez / Application Engineer 

Address: 400 S. Prairie Avenue

City: Waukesha State: WI Zip: 53186

Date: 01/27/2016

BID FORM: SIGNATURE OF RESPONDENT

By submitting a proposal pursuant to this RFP, each proponent acknowledges that its proposal may be subject to public disclosure pursuant to the Government Records Access and Management Act, UTAH CODE ANN. § 63G-2-101, *et seq.* ("GRAMA"), as the same may be amended from time to time. If a proponent desires to have specific information contained in its proposal protected from public disclosure, the proponent may provide a written claim and description of business confidentiality with respect to any such information. Filing a written claim and description of business confidentiality does not guarantee that any information will remain protected or private as the City will strictly comply with GRAMA. As a general rule, RFP pricing shall not be considered protected or private information.

I hereby acknowledge that I have received, read, and understand the foregoing WESTSIDE SUBSTATION TRANSFORMERS (RFP No. 2016-01). The proposal that has been submitted herewith complies with the requirements of said RFP and applicable provisions of the Lehi City Municipal Code.

Upon acceptance of this RFP, the undersigned agrees to complete all required work as described in this RFP according to the terms and conditions described herein.

Please complete this form and return no later than the RFP deadline, as indicated on the cover page.

Company SPX Transformer Solutions, Inc.

By Ana Martinez

Title Application Engineer

Signature 

Address 400 S. Prairie Avenue
Waukesha, WI 53186

Phone 262-547-0121

Email ana.martinez@spx.com

Date 01/27/2016

Template are non-negotiable, and may not be changed or conditioned upon the contents of any proposal submitted pursuant to this RFP. The City may consider adding additional terms and conditions suggested by the proponent to said contract, but is not required to implement any such terms and conditions into the final contract.

Proponents are urged to give special attention to the insurance and bond/letter of credit requirements set forth in Attached Agreement Template. The aforementioned bonds/letters of credit must be provided on one of the forms attached hereto as Attachments WST01 through WSTXX, respectively, and shall become part of the final contract.

4.4 RIGHT TO REJECT

The City reserves the right to reject any and all proposals and to waive any formality in the proposals received, to accept or reject any or all of the items in the proposal, and award the contract subject to this RFP, in whole or in part, if it is deemed in the City's best interest. The City reserves the right to negotiate any and all elements of the proposals if any such action is deemed in the best interest of the city.

SECTION 5: PROPOSAL SUMMARY SHEET—WESTSIDE SUBSTATION TRANSFORMERS

GENERAL

- A. The Seller shall complete this section in its entirety and submit it with their proposal.
- B. "Seller" Wasatch Electric, A Division of Dynalectric Company
- C. Location of factory Medford, Oregon

PROPOSAL DATA

Base Price-FOB Transformer Foundation	QUANTITY TWO (2)	<u>\$ 1,888,406.00</u>
Shipping Dates	Approval Drawings:	<u>Please refer to PCT Terms and</u>
	Equipment in full:	<u>Conditions Doc # PCT.2009.RS</u>
Service Engineering Including travel, lodging and expenses (3 days required)		<u>\$ 5,000.00</u>
Cost of additional days of Service Engineer		<u>\$ 1,000.00 /day + Expenses</u>
Cost of Spare HV Bushing		<u>\$ 7,950.00</u>
Cost of Spare LV Bushing		<u>\$ 600.00</u>

Amount and type of oil filling required in field	<u>515 Mineral Oil/ Vacuum</u>
Location of factory	<u>Medford, Oregon</u>
Ship by truck or rail	<u>Truck</u>
Rail siding name if by rail	<u>N/A</u>

LOSS SUBMITTALS

The Seller shall guarantee that their proposed transformer loss values will not be exceeded. The certified test values will be compared and evaluated with the losses provided in the Seller's proposal. If the loss guarantees are exceeded, the difference between the total bid loss evaluation and the total certified test report loss evaluation will be deducted from the transformer invoice.

Losses

No-load losses at rated nominal voltage	<u>26.586</u>	<u>kW</u>
No-load losses at 110% rated nominal voltage	<u>35.700</u>	<u>kW</u>
Full-load losses (65°C ONAN/ONAF/ONAF rating) (Corrected to 75°C)	<u>108.086</u>	<u>kW</u>
Auxiliary losses (65°C ONAN/ONAF/ONAF rating) (Corrected to 75°C)	<u>1.92</u>	<u>kW</u>

EXPECTED ELECTRICAL DATA

Submit data which demonstrates that transformer meets short-circuit requirements listed in paragraph 7 of IEEE C57.12.00 by one of the following methods:

Certified test data showing that transformer with core and coil identical in design and construction and identical or similar with respect to kVA capacity, kV ratings, BIL, impedance, and voltage taps have been tested without failure for short-circuit strength.

History of successful experience with transformers of identical or similar ratings, design and construction. List transformers in service with core and coils which are essentially identical in design, construction and

manufacture to transformer covered by this Specification and provide information on date of installation, locating and failures if any.

Exciting current at 100% rated nominal voltage	<u>0.401 %</u>
Exciting current at 110% rated nominal voltage	<u>1.185 %</u>
Percent positive sequence impedance based on 65°C ONAN rating	<u>9.5 %</u>
Positive sequence impedance X/R ratio	<u>19.31</u>
Nominal High Voltage Rating	<u>138</u> kV
Nominal Low Voltage Rating	<u>13.2</u> kV
Transformer MVA Ratings	<u>22 / 33.3 / 37.3 MVA</u> ONAN/ONAF/ONAF
RIV per NEMA TR-1 not to exceed	Take Exception - <u>Excluded</u> mV
Audible sound level not to exceed	<u>73</u> dBA @ ONAN <u>74 / 76 / 77</u> dBA @ ONAN/ONAF/ONAF
Regulation at ONAN rating (Calculated per ANSI/IEEE C57.12.90)	<u>0.938</u> % @ 1.0 pf <u>6.336</u> % @ 0.8 pf

MECHANICAL DATA

Bushing manufacturer and catalog number:	<u>Pcore POC 650G0B00S</u> (HV)
	<u>Kenalloy #3783-2</u> (LV)
Weights and Volumes:	Core and Coils <u>80200</u> lb
	Tank & Access <u>32135</u> lb
	Oil <u>69912</u> lb

Total	<u>199402</u>	<u>lb</u>
Shipping Weight	<u>85700</u>	<u>lb</u>
Oil Volume	<u>9448</u>	<u>gal</u>

Dimensions:

Height to top of tank	<u>167</u>	<u>in</u>
Height to top of HV bushings	<u>233</u>	<u>in</u>
Height to top of LV bushings	<u>182</u>	<u>in</u>
Bearing Dimensions:	Width	<u>85.5</u> <u>in</u>
	Length	<u>168</u> <u>in</u>
Overall dimensions including radiators:	Width	<u>221</u> <u>in</u>
	Length	<u>183</u> <u>in</u>

ADDITIONAL INFORMATION

Anticipated timeline for delivery of drawings to be approved by the Engineer. Delivery of drawings is the number of weeks after receipt of order.

Outline, general arrangement, assembly, installation, and foundation arrangement drawings.	<u>Excluded</u>	<u>Weeks</u>
Drawings of transformer nameplate with schematic and phasor diagram, electrical ratings, weights and winding tap data in tabular format per ANSI standards.	<u>6</u>	<u>Weeks</u>
Schematic and wiring diagrams for tap arrangements of wiring of accessories.	<u>6</u>	<u>Weeks</u>
Wiring and connection diagrams for all control, current, potential and alarm circuits.	<u>6</u>	<u>Weeks</u>

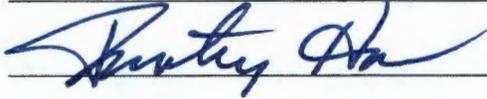
Any exceptions to these specifications shall be clearly stated and attached to the bid data sheets.

Attach all bid submittal documentation as required by Submittal Section of this Specification.

Manufacturer and model of load tap changer Reinhausen, model RUM 11
15KV, 1000A

AUTHORIZED SIGNATURE

Seller: Wasatch Electric, A Division of Dynalectric Company

Signature & Title: 

Address: 2455 West 1500 South, Suite A

City: Salt Lake City State: UT Zip: 84104

Date: 1/28/16

BID FORM: SIGNATURE OF RESPONDENT

By submitting a proposal pursuant to this RFP, each proponent acknowledges that its proposal may be subject to public disclosure pursuant to the Government Records Access and Management Act, UTAH CODE ANN. § 63G-2-101, *et seq.* ("GRAMA"), as the same may be amended from time to time. If a proponent desires to have specific information contained in its proposal protected from public disclosure, the proponent may provide a written claim and description of business confidentiality with respect to any such information. Filing a written claim and description of business confidentiality does not guarantee that any information will remain protected or private as the City will strictly comply with GRAMA. As a general rule, RFP pricing shall not be considered protected or private information.

I hereby acknowledge that I have received, read, and understand the foregoing WESTSIDE SUBSTATION TRANSFORMERS (RFP No. 2016-01). The proposal that has been submitted herewith complies with the requirements of said RFP and applicable provisions of the Lehi City Municipal Code.

Upon acceptance of this RFP, the undersigned agrees to complete all required work as described in this RFP according to the terms and conditions described herein.

Please complete this form and return no later than the RFP deadline, as indicated on the cover page.

Company Wasatch Electric, A Division of Dynalectric Company

By Tim Homer

Title President

Signature 

Address 2455 West 1500 South, Suite A

Salt Lake City, UT 84104

Phone 801-487-4511

Email thomer@wasatchelectric.com

Date 1/28/16

PURCHASE ORDER

LEHI CITY CORPORATION

153 NORTH 100 EAST
LEHI UT 84043

THIS ORDER
NUMBER
MUST APPEAR
ON YOUR
INVOICE

4559



ISSUED TO: 590037
LAKE MOUNTAIN MUTUAL WATER COMPANY
BOX 37

LEHI UT 84043

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

DEPARTMENT:

PURCHASE ORDER DATE: 03/07/2016

<u>REQ #</u>	<u>QUANTITY</u>	<u>DESCRIPTION</u>	<u>UNIT PRICE</u>	<u>TOTAL</u>	<u>GL ACCOUNT</u>
0	1.00	3.752 ACRES OF GROUND FOR CURRENT & FUTURE WATER TA	300,000.00	300,000.00	71-50-16-003

TOTAL 300,000.00

Department Head

Council Approval



REAL ESTATE PURCHASE CONTRACT FOR LAND



This is a legally binding Real Estate Purchase Contract ("REPC"). If you desire legal or tax advice, consult your attorney or tax advisor.

OFFER TO PURCHASE AND EARNEST MONEY DEPOSIT

On this 26th day of January, 2016 ("Offer Reference Date") Lehi City ("Buyer") offers to purchase from Lake Mountain Mutual Water Company ("Seller") the Property described below and delivers to the Buyer's Brokerage with this offer, or agrees to deliver no later than four (4) calendar days after Acceptance (as defined in Section 23), Earnest Money in the amount of \$1000 in the form of Check. After Acceptance of the REPC by Buyer and Seller, and receipt of the Earnest Money by the Brokerage, the Brokerage shall have four (4) calendar days in which to deposit the Earnest Money into the Brokerage Real Estate Trust Account.

Buyer's Brokerage Keystone Title Phone: 801-362-4320

Received by: _____ on _____
(Signature above acknowledges receipt of Earnest Money) (Date)

OTHER PROVISIONS

1. PROPERTY: known by APN# 58-021-0072
also described as: _____

City of Lehi, County of Utah State of Utah, Zip 84045 (the "Property"). Any reference below to the term "Property" shall include the Property described above, together with the Included Items and water rights/water shares, if any, referenced in Sections 1.1, and 1.3.

1.1 Included Items. (specify) As-Is

1.2 Excluded Items. (specify) any water appurtenant to the property

1.3 Water Service. The Purchase Price for the Property shall include all water rights/water shares, if any, that are the legal source for Seller's current culinary water service and irrigation water service, if any, to the Property. The water rights/water shares will be conveyed or otherwise transferred to Buyer at Closing by applicable deed or legal instruments. The following water rights/water shares, if applicable, are specifically excluded from this sale: all water excluded from purchase

2. PURCHASE PRICE. The Purchase Price for the Property is \$300,000. Except as provided in this Section, the Purchase Price shall be paid as provided in Sections 2(a) through 2(d) below. Any amounts shown in 2(b) and 2(d) may be adjusted as deemed necessary by Buyer and the Lender.

\$1000 (a) Earnest Money Deposit. Under certain conditions described in the REPC, this deposit may become totally non-refundable.

\$ _____ (b) New Loan. Buyer may apply for mortgage loan financing (the "Loan") on terms acceptable to Buyer.

\$ _____ (c) Seller Financing. (see attached Seller Financing Addendum)

\$299000 (d) Balance of Purchase Price in Cash at Settlement

\$300000 PURCHASE PRICE. Total of lines (a) through (d)

3. SETTLEMENT AND CLOSING.

3.1 Settlement. Settlement shall take place no later than the Settlement Deadline referenced in Section 24(d), or as otherwise mutually agreed by Buyer and Seller in writing. "Settlement" shall occur only when all of the following have been completed: (a) Buyer and Seller have signed and delivered to each other or to the escrow/closing office all documents required by the REPC, by the Lender, by the title insurance and escrow/closing offices, by written escrow instructions (including any split closing instructions, if applicable), or by applicable law; (b) any monies required to be paid by Buyer or Seller under these documents

Page 1 of 6 Buyer's Initials _____ Date _____ Seller's Initials _____ Date _____

(except for the proceeds of any new loan) have been delivered by Buyer or Seller to the other party, or to the escrow/closing office, in the form of cash, wire transfer, cashier's check, or other form acceptable to the escrow/closing office.

3.2 Prorations. All prorations, including, but not limited to, homeowner's association dues, property taxes for the current year, rents, and interest on assumed obligations, if any, shall be made as of the Settlement Deadline referenced in Section 24(d), unless otherwise agreed to in writing by the parties. Such writing could include the settlement statement. The provisions of this Section 3.2 shall survive Closing.

3.3 Greenbelt. If any portion of the Property is presently assessed as "Greenbelt" the payment of any roll-back taxes assessed against the Property shall be paid for by: Seller Buyer Split Equally Between Buyer and Seller Other (explain)

3.4 Special Assessments. Any assessments for capital improvements as approved by the HOA (pursuant to HOA governing documents) or as assessed by a municipality or special improvement district, prior to the Settlement Deadline shall be paid for by: Seller Buyer Split Equally Between Buyer and Seller Other (explain)

The provisions of this Section 3.4 shall survive Closing.

3.5 Fees/Costs/Payment Obligations. Unless otherwise agreed to in writing, Seller and Buyer shall each pay one-half (1/2) of the fee charged by the escrow/closing office for its services in the settlement/closing process. Tenant deposits (including any prepaid rents) shall be paid or credited by Seller to Buyer at Settlement. Buyer agrees to be responsible for homeowners' association and private and public utility service transfer fees, if any, and all utilities and other services provided to the Property after the Settlement Deadline. The escrow/closing office is authorized and directed to withhold from Seller's proceeds at Closing, sufficient funds to pay off on Seller's behalf all mortgages, trust deeds, judgments, mechanic's liens, tax liens and warrants. The provisions of this Section 3.5 shall survive Closing.

3.6 Closing. For purposes of the REPC, "Closing" means that: (a) Settlement has been completed; (b) the proceeds of any new loan have been delivered by the Lender to Seller or to the escrow/closing office; and (c) the applicable Closing documents have been recorded in the office of the county recorder. The actions described in 3.6 (b) and (c) shall be completed within four calendar days after Settlement.

4. POSSESSION. Seller shall deliver physical possession of the Property to Buyer as follows: Upon Closing; ___ Hours after Closing; ___ Calendar Days after Closing; Other (explain)

Any contracted rental of the Property prior to or after Closing, between Buyer and Seller, shall be by separate written agreement. Seller and Buyer shall each be responsible for any insurance coverage each party deems necessary for the Property. Seller agrees to deliver the Property to Buyer free of debris and personal belongings. The provisions of this Section 4 shall survive Closing.

5. CONFIRMATION OF AGENCY DISCLOSURE. Buyer and Seller acknowledge prior written receipt of agency disclosure provided by their respective agent that has disclosed the agency relationships confirmed below. At the signing of the REPC:

Seller's Agent NONE, represents Seller both Buyer and Seller as a Limited Agent;
Seller's Brokerage NONE, represents Seller both Buyer and Seller as a Limited Agent;
Buyer's Agent _____, represents Buyer both Buyer and Seller as a Limited Agent;
Buyer's Brokerage _____, represents Buyer both Buyer and Seller as a Limited Agent.

6. TITLE & TITLE INSURANCE.

6.1 Title to Property. Seller represents that Seller has fee title to the Property and will convey marketable title to the Property to Buyer at Closing by general warranty deed. Buyer does agree to accept title to the Property subject to the contents of the Commitment for Title Insurance (the "Commitment") provided by Seller under Section 7, and as reviewed and approved by Buyer under Section 8. Buyer also agrees to accept title to the Property subject to any existing leases rental and property management agreements affecting the Property not expiring prior to Closing which were provided to Buyer pursuant to Section 7(e). The provisions of this Section 6.1 shall survive Closing.

6.2 Title Insurance. At Settlement, Seller agrees to pay for and cause to be issued in favor of Buyer, through the title insurance agency that issued the Commitment, the most current version of an ALTA standard coverage owner's policy of title insurance. Any additional title insurance coverage desired by Buyer shall be at Buyer's expense.

7. SELLER DISCLOSURES. No later than the Seller Disclosure Deadline referenced in Section 24(a), Seller shall provide to Buyer the following documents in hard copy or electronic format which are collectively referred to as the "Seller Disclosures":

- (a) a written Seller Property Condition Disclosure (Land) for the Property, completed, signed and dated by Seller as provided in Section 10.2;
- (b) a Commitment for Title Insurance as referenced in Section 6.1;
- (c) a copy of any restrictive covenants (CC&R's), rules and regulations affecting the Property;
- (d) a copy of the most recent minutes, budget and financial statement for the homeowners' association, if any;
- (e) a copy of any lease, rental, and property management agreements affecting the Property not expiring prior to Closing;
- (f) evidence of any water rights and/or water shares referenced in Section 1.3;
- (g) written notice of any claims and/or conditions known to Seller relating to environmental problems; and violation of any CC&R's, federal, state or local laws, and building or zoning code violations; and
- (h) Other (specify) _____

8. BUYER'S CONDITIONS OF PURCHASE.

8.1 DUE DILIGENCE CONDITION. Buyer's obligation to purchase the Property: IS IS NOT conditioned upon Buyer's Due Diligence as defined in this Section 8.1(a) below. This condition is referred to as the "Due Diligence Condition." If checked in the affirmative, Sections 8.1(a) through 8.1(c) apply; otherwise they do not.

(a) **Due Diligence Items.** Buyer's Due Diligence shall consist of Buyer's review and approval of the contents of the Seller Disclosures referenced in Section 7, and any other tests, evaluations and verifications of the Property deemed necessary or appropriate by Buyer, such as: the physical condition of the Property; the existence of any hazardous substances, environmental issues or geologic conditions; the square footage or acreage of the Property; the costs and availability of flood insurance, if applicable; water source, availability and quality; the location of property lines; regulatory use restrictions or violations; fees for services such as HOA dues, municipal services, and utility costs; convicted sex offenders residing in proximity to the Property; and any other matters deemed material to Buyer in making a decision to purchase the Property. Unless otherwise provided in the REPC, all of Buyer's Due Diligence shall be paid for by Buyer and shall be conducted by individuals or entities of Buyer's choice. Seller agrees to cooperate with Buyer's Due Diligence. Buyer agrees to pay for any damage to the Property resulting from any such inspections or tests during the Due Diligence.

(b) **Buyer's Right to Cancel or Resolve Objections.** If Buyer determines, in Buyer's sole discretion, that the results of the Due Diligence are unacceptable, Buyer may either: (i) no later than the Due Diligence Deadline referenced in Section 24(b), cancel the REPC by providing written notice to Seller, whereupon the Earnest Money Deposit shall be released to Buyer without the requirement of further written authorization from Seller; or (ii) no later than the Due Diligence Deadline referenced in Section 24(b), resolve in writing with Seller any objections Buyer has arising from Buyer's Due Diligence.

(c) **Failure to Cancel or Resolve Objections.** If Buyer fails to cancel the REPC or fails to resolve in writing any objections Buyer has arising from Buyer's Due Diligence, as provided in Section 8.1(b), Buyer shall be deemed to have waived the Due Diligence Condition.

8.2 APPRAISAL CONDITION. Buyer's obligation to purchase the Property: IS IS NOT conditioned upon the Property appraising for not less than the Purchase Price. This condition is referred to as the "Appraisal Condition." If checked in the affirmative, Sections 8.2(a) and 8.2(b) apply; otherwise they do not.

(a) **Buyer's Right to Cancel.** If after completion of an appraisal by a licensed appraiser, Buyer receives written notice from the Lender or the appraiser that the Property has appraised for less than the Purchase Price (a "Notice of Appraised Value"), Buyer may cancel the REPC by providing written notice to Seller (with a copy of the Notice of Appraised Value) no later than the Financing & Appraisal Deadline referenced in Section 24(c); whereupon the Earnest Money Deposit shall be released to Buyer without the requirement of further written authorization from Seller.

(b) **Failure to Cancel.** If the REPC is not cancelled as provided in this section 8.2(a), Buyer shall be deemed to have waived the Appraisal Condition.

8.3 FINANCING CONDITION. Buyer's obligation to purchase the property: IS IS NOT conditioned upon Buyer obtaining the Loan referenced in Section 2(b). This condition is referred to as the "Financing Condition." If checked in the affirmative, Sections 8.3(a) and 8.3(b) apply; otherwise they do not. If the Financing Condition applies, Buyer agrees to work diligently and in good faith to obtain the Loan.

(a) **Buyer's Right to Cancel Before the Financing & Appraisal Deadline.** If Buyer, in Buyer's sole discretion, is not satisfied with the terms and conditions of the Loan, Buyer may cancel the REPC by providing written notice to Seller no later than the Financing & Appraisal Deadline referenced in Section 24(c); whereupon the Earnest Money Deposit shall be released to Buyer without the requirement of further written authorization from Seller.

(b) **Buyer's Right to Cancel After the Financing & Appraisal Deadline.** If after expiration of the Financing & Appraisal Deadline referenced in Section 24(c), Buyer fails to obtain the Loan, meaning that the proceeds of the Loan have not been delivered by the Lender to Seller or to the escrow/closing office as required under Section 3.6 of the REPC, then Buyer or Seller may cancel the REPC by providing written notice to the other party; whereupon the Earnest Money Deposit, or Deposits, if applicable (see Section 8.4 below), shall be released to Seller without the requirement of further written authorization from Buyer.

In the event of such cancellation, Seller agrees to accept as Seller's exclusive remedy, the Earnest Money Deposit, or Deposits, if applicable, as liquidated damages. Buyer and Seller agree that liquidated damages would be difficult and impractical to calculate, and the Earnest Money Deposit, or Deposits, if applicable, is a fair and reasonable estimate of Seller's damages in the event Buyer fails to obtain the Loan.

8.4 ADDITIONAL EARNEST MONEY DEPOSIT. If the REPC has not been previously cancelled by Buyer as provided in Sections 8.1, 8.2 or 8.3(a), then no later than the Due Diligence Deadline referenced in Section 24(b), or the Financing & Appraisal Deadline referenced in Section 24(c), whichever is later, Buyer: WILL WILL NOT deliver to the Buyer's Brokerage, an Additional Earnest Money Deposit in the amount of \$_____. The Earnest Money Deposit and the Additional Earnest Money Deposit, if applicable, are sometimes referred to herein as the "Deposits". The Earnest Money Deposit, or Deposits, if applicable, shall be credited toward the Purchase Price at Closing.

9. ADDENDA. There ARE ARE NOT addenda to the REPC containing additional terms. If there are, the terms of the following addenda are incorporated into the REPC by this reference: Addendum No. ____ Seller Financing Addendum Other (specify) _____

10. AS-IS CONDITION OF PROPERTY.

10.1 Condition of Property/Buyer Acknowledgements. Buyer acknowledges and agrees that in reference to the physical condition of the Property: (a) Buyer is purchasing the Property in its "As-Is" condition without expressed or implied warranties of any kind; (b) Buyer shall have, during Buyer's Due Diligence as referenced in Section 8.1, an opportunity to completely inspect and evaluate the condition of the Property; and (c) if based on the Buyer's Due Diligence, Buyer elects to proceed with the purchase of the Property, Buyer is relying wholly on Buyer's own judgment and that of any contractors or inspectors engaged by Buyer to review, evaluate and inspect the Property.

10.2 Condition of Property/Seller Acknowledgements. Seller acknowledges and agrees that in reference to the physical condition of the Property, Seller agrees to: (a) disclose in writing to Buyer defects in the Property known to Seller that materially affect the value of the Property that cannot be discovered by a reasonable inspection by an ordinary prudent Buyer; (b) carefully review, complete, and provide to Buyer a written Seller Property Condition Disclosure (Land) as stated in Section 7(a); and (c) deliver the Property to Buyer in substantially the same general condition as it was on the date of Acceptance, as defined in Section 23. The provisions of Sections 10.1 and 10.2 shall survive Closing.

11. FINAL PRE-SETTLEMENT INSPECTION.

11.1 Pre-Settlement Inspection. At any time prior to Settlement, Buyer may conduct a final pre-Settlement inspection of the Property to determine only that the Property is "as represented", meaning that the items referenced in Sections 1.1, 1.3 and 8.1(b)(ii) ("the items") are respectively present, repaired or corrected as agreed. The failure to conduct a pre-Settlement inspection or to claim that an item is not as represented shall not constitute a waiver by Buyer of the right to receive, on the date of possession, the items as represented. If the items are not as represented, Seller agrees to cause all applicable items to be corrected, repaired or replaced (the "Work") prior to the Settlement Deadline referenced in Section 24(d).

11.2 Escrow to Complete the Work. If, as of Settlement, the Work has not been completed, then Buyer and Seller agree to withhold in escrow at Settlement a reasonable amount agreed to by Seller, Buyer (and Lender, if applicable), sufficient to pay for completion of the Work. If the Work is not completed within thirty (30) calendar days after the Settlement Deadline, the amount so escrowed may, subject to Lender's approval, be released to Buyer as liquidated damages for failure to complete the Work. The provisions of this Section 11.2 shall survive Closing.

12. CHANGES DURING TRANSACTION. Seller agrees that from the date of Acceptance until the date of Closing, none of the following shall occur without the prior written consent of Buyer: (a) no changes in any leases, rental or property management agreements shall be made; (b) no new lease, rental or property management agreements shall be entered into; (c) no substantial alterations or improvements to the Property shall be made or undertaken; (d) no further financial encumbrances to the Property shall be made, and (e) no changes in the legal title to the Property shall be made.

13. AUTHORITY OF SIGNERS. If Buyer or Seller is a corporation, partnership, trust, estate, limited liability company or other entity, the person signing the REPC on its behalf warrants his or her authority to do so and to bind Buyer and Seller.

14. COMPLETE CONTRACT. The REPC together with its addenda, any attached exhibits, and Seller Disclosures (collectively referred to as the "REPC"), constitutes the entire contract between the parties and supersedes and replaces any and all prior negotiations, representations, warranties, understandings or contracts between the parties whether verbal or otherwise. The REPC cannot be changed except by written agreement of the parties.

15. MEDIATION. Any dispute relating to the REPC arising prior to or after Closing: SHALL MAY AT THE OPTION OF THE PARTIES first be submitted to mediation. Mediation is a process in which the parties meet with an impartial person who helps to resolve the dispute informally and confidentially. Mediators cannot impose binding decisions. The parties to the dispute

must agree before any settlement is binding. The parties will jointly appoint an acceptable mediator and share equally in the cost of such mediation. If mediation fails, the other procedures and remedies available under the REPC shall apply. Nothing in this Section 15 prohibits any party from seeking emergency legal or equitable relief, pending mediation. The provisions of this Section 15 shall survive Closing.

16. DEFAULT.

16.1 Buyer Default. If Buyer defaults, Seller may elect one of the following remedies: (a) cancel the REPC and retain the Earnest Money Deposit, or Deposits, if applicable, as liquidated damages; (b) maintain the Earnest Money Deposit, or Deposits, if applicable, in trust and sue Buyer to specifically enforce the REPC; or (c) return the Earnest Money Deposit, or Deposits, if applicable, to Buyer and pursue any other remedies available at law.

16.2 Seller Default. If Seller defaults, Buyer may elect one of the following remedies: (a) cancel the REPC, and in addition to the return of the Earnest Money Deposit, or Deposits, if applicable, Buyer may elect to accept from Seller, as liquidated damages, a sum equal to the Earnest Money Deposit, or Deposits, if applicable; or (b) maintain the Earnest Money Deposit, or Deposits, if applicable, in trust and sue Seller to specifically enforce the REPC; or (c) accept a return of the Earnest Money Deposit, or Deposits, if applicable, and pursue any other remedies available at law. If Buyer elects to accept liquidated damages, Seller agrees to pay the liquidated damages to Buyer upon demand.

17. ATTORNEY FEES AND COSTS/GOVERNING LAW. In the event of litigation or binding arbitration to enforce the REPC, the prevailing party shall be entitled to costs and reasonable attorney fees. However, attorney fees shall not be awarded for participation in mediation under Section 15. This contract shall be governed by and construed in accordance with the laws of the State of Utah. The provisions of this Section 17 shall survive Closing.

18. NOTICES. Except as provided in Section 23, all notices required under the REPC must be: (a) in writing; (b) signed by the Buyer or Seller giving notice; and (c) received by the Buyer or the Seller, or their respective agent, or by the brokerage firm representing the Buyer or Seller, no later than the applicable date referenced in the REPC.

19. NO ASSIGNMENT. The REPC and the rights and obligations of Buyer hereunder, are personal to Buyer. The REPC may not be assigned by Buyer without the prior written consent of Seller. Provided, however, the transfer of Buyer's interest in the REPC to any business entity in which Buyer holds a legal interest, including, but not limited to, a family partnership, family trust, limited liability company, partnership, or corporation (collectively referred to as a "Permissible Transfer"), shall not be treated as an assignment by Buyer that requires Seller's prior written consent. Furthermore, the inclusion of "and/or assigns" or similar language on the line identifying Buyer on the first page of the REPC shall constitute Seller's written consent only to a Permissible Transfer.

20. INSURANCE & RISK OF LOSS.

20.1 Insurance Coverage. As of Closing, Buyer shall be responsible to obtain such casualty and liability insurance coverage on the Property in amounts acceptable to Buyer and Buyer's Lender, if applicable.

20.2 Risk of Loss. If prior to Closing, any part of the Property is damaged or destroyed by fire, vandalism, flood, earthquake, or act of God, the risk of such loss or damage shall be borne by Seller; provided however, that if the cost of repairing such loss or damage would exceed ten percent (10%) of the Purchase Price referenced in Section 2, Buyer may elect to either: (i) cancel the REPC by providing written notice to the other party, in which instance the Earnest Money, or Deposits, if applicable, shall be returned to Buyer; or (ii) proceed to Closing, and accept the Property in its "As-Is" condition.

21. TIME IS OF THE ESSENCE. Time is of the essence regarding the dates set forth in the REPC. Extensions must be agreed to in writing by all parties. Unless otherwise explicitly stated in the REPC: (a) performance under each Section of the REPC which references a date shall absolutely be required by 5:00 PM Mountain Time on the stated date; and (b) the term "days" and "calendar days" shall mean calendar days and shall be counted beginning on the day following the event which triggers the timing requirement (e.g. Acceptance). Performance dates and times referenced herein shall not be binding upon title companies, lenders, appraisers and others not parties to the REPC, except as otherwise agreed to in writing by such non-party.

22. ELECTRONIC TRANSMISSION AND COUNTERPARTS. Electronic transmission (including email and fax) of a signed copy of the REPC, any addenda and counteroffers, and the retransmission of any signed electronic transmission shall be the same as delivery of an original. The REPC and any addenda and counteroffers may be executed in counterparts.

23. ACCEPTANCE. "Acceptance" occurs only when all of the following have occurred: (a) Seller or Buyer has signed the offer or counteroffer where noted to indicate acceptance; and (b) Seller or Buyer or their agent has communicated to the other party or to the other party's agent that the offer or counteroffer has been signed as required.

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

- (a) Seller Disclosure Deadline March 10, 2016 (Date)
- (b) Due Diligence Deadline March 14, 2016 (Date)
- (c) Financing & Appraisal Deadline March 14, 2016 (Date)
- (d) Settlement Deadline April 1, 2016 (Date)

25. OFFER AND TIME FOR ACCEPTANCE. Buyer offers to purchase the Property on the above terms and conditions. If Seller does not accept this offer by: 5:00 [] AM [X] PM Mountain Time on March 9, 2016 (Date), this offer shall lapse; and the Brokerage shall return any Earnest Money Deposit to Buyer.

(Buyer's Signature) (Offer Date) (Buyer's Signature) (Offer Date)

(Buyer's Names) (PLEASE PRINT) (Notice Address) (Zip Code) (Phone)

(Buyer's Names) (PLEASE PRINT) (Notice Address) (Zip Code) (Phone)

ACCEPTANCE/COUNTEROFFER/REJECTION

CHECK ONE:

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

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

REJECTION: Seller rejects the foregoing offer.

For Lake Mountain Mutual Water Company Scott C. McEachlan 3/2/16
 (Seller's Signature) (Date) (Time) (Seller's Signature) (Date)(Time)

Scott C. McEachlan Box 37 Lehi UT 84043 801-766-1305
 (Seller's Names) (PLEASE PRINT) (Notice Address) (Zip Code) (Phone)

Scott C. McEachlan
 (Seller's Names) (PLEASE PRINT) (Notice Address) (Zip Code) (Phone)

THIS FORM APPROVED BY THE UTAH REAL ESTATE COMMISSION AND THE OFFICE OF THE UTAH ATTORNEY GENERAL, EFFECTIVE AUGUST 27, 2008. AS OF JANUARY 1, 2009, IT WILL REPLACE AND SUPERSEDE THE PREVIOUSLY APPROVED VERSION OF THIS FORM.



RESOLUTION NO. 2016-13

A RESOLUTION APPROVING A SKATE/BIKE PARK AGREEMENT BETWEEN LEHI CITY AND SPOHN RANCH INC.

WHEREAS, Lehi City owns a certain parcel of real property located in Lehi, Utah which will be determined in the process of site inspection and evaluation (Subject Property); and

WHEREAS, Lehi City desires to have approximately ten thousand (10,000) square feet of the Subject Property improved and landscaped in accordance with the terms and conditions of the attached agreement; and

WHEREAS, Spohn Ranch, Inc is capable of performing, and desires to perform, the improvements and landscaping in accordance with the terms and conditions of the attached agreement; and

THEREFORE, BE IT RESOLVED by the City Council of Lehi City that the Mayor is authorized to sign the Skate/Bike Park Agreement as attached as Exhibit A.

Approved and Adopted by the City Council of Lehi City this 8th day of March, 2016.

ATTEST

Bert Wilson, Mayor

Marilyn Banasky, City Recorder

EXHIBIT A

SKATE/BIKE PARK AGREEMENT

1. Introduction.

1.1. This *Skate/Bike Park Agreement* is entered into by and between Lehi City and SPOHN RANCH Inc. This Agreement shall be binding and effective as of the Effective Date.

2. Recitals.

2.1. WHEREAS, the City owns a certain parcel of real property located in Lehi, Utah, which will be determined in the process of site inspection and evaluation, Lehi, Utah (hereinafter, "Subject Property" or "Skate/Bike Park"); and;

2.2. WHEREAS, the City desires to have approximately ten thousand 10,000 square feet of the Subject Property improved and landscaped in accordance with the terms and conditions of this Agreement; and

2.3. WHEREAS, the Contractor is capable of performing, and desires to perform, the improvements and landscaping in accordance with the terms and conditions of this Agreement.

2.4. THEREFORE, in consideration of the promises, covenants, and conditions set forth in this Agreement, and in further consideration of the execution of this Agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and SPOHN RANCH agree as follows.

3. Definitions.

3.1. The following capitalized words or terms shall have the corresponding meanings or definitions as follows:

3.1.1. Agreement. This *Skate/Bike Park Agreement*.

3.1.2. Attachment A. Project Description

3.1.3. Attachment B. SPOHN RANCH proposal

3.1.4. Calendar Days. Monday, Tuesday, Wednesday, Thursday, Friday, Saturday, and Sunday.

3.1.5. City. Lehi City.

3.1.6. Consideration Payment. The goods, services, payments, etc. constituting the consideration contemplated by Section 5.

3.1.7. Contractor. SPOHN RANCH Inc.

3.1.8. Effective Date. The date when both parties have affixed their respective signatures to this Agreement. If the second party has not affixed its signature to this Agreement within sixty (60) days of when the first party affixed its signature, this Agreement shall be void.

3.1.9. SPOHN RANCH. SPOHN RANCH Inc.

3.1.10. Scope of Service. The performance contemplated by Section 4., for which the Consideration Payment shall be made.

3.1.11. Scope of Work. *See, Scope of Service.*

3.1.12. Warranty Period. The 365-day period following the City's approval and acceptance of the Scope of Service.

3.1.13. Working Days. Monday, Tuesday, Wednesday, Thursday, and Friday.

4. Terms of the Scope of Service.

4.1. The Contractor shall complete the following improvements and landscaping in accordance with all specifications as contained in "Attachment A" "Project Description," and "Attachment B" "SPOHN RANCH proposal" no later than October 15, 2016 with the following:

4.1.1.1. Contractor will design, construct, install, and complete a ten thousand plus square foot skate/bike park with amenities like bowls, ramps, tables, ¼ pipe, and like features.

4.1.1.2. In the event of any conflict between or among this Agreement, Attachment A, and Attachment B, the terms and conditions of this Agreement shall prevail.

4.2. Should the landscaping and improvement contemplated by this Agreement not be completed by October 15, 2016, the consideration owed to the Contractor as contemplated by Section 5. shall be reduced by \$700 per day for every day after October 20, 2016 for which said landscaping and improvements remain incomplete. This reduction is meant to be in addition to any other damages available to the City at law or in equity, or both.

4.3. While the City shall generally supervise the improvements and landscaping contemplated by Section 4., the Contractor shall, nevertheless, be responsible for the manner

of performance and completion of said improvements and landscaping, as well as the performance of this Agreement. All improvements and landscaping shall be completed in a professional and skilled manner, and of the highest quality in the applicable industries. The City will inspect the Contractor's work at the following stages before the Contractor shall be allowed to proceed with any additional work contemplated by this Agreement: grading prior to concrete being poured, compaction prior to cement pouring, all irrigation lines prior to backfill, plant and tree stock prior to planting, the planting of trees and shrubs. As requested by the City, the Contractor must be able to summarize and concisely report pertinent information associated with this Agreement and the performance thereof to the City in a timely manner.

4.3.1. SPOHN RANCH is solely responsible for job site security, as well as the security of any goods or materials located on said job site. The City shall not be responsible for the theft or destruction of any such goods or materials, and SPOHN RANCH agrees not to bill the City for such goods or materials which may be stolen or destroyed in the course of SPOHN RANCH's performance of this Agreement.

4.4. The City, by and through its designated representatives, shall be the sole decision maker as to whether the improvements and landscaping performed by the Contractor satisfy the requirements of this Agreement. In determining whether the improvements and landscaping are acceptable and comply with the terms and conditions contemplated by this Agreement, the City shall apply a commercially reasonable standard. Upon approval and acceptance of the improvements and landscaping contemplated by Section 4., the Contractor's performance under this Agreement shall be deemed complete, subject to any provision herein which expressly survives beyond the term or termination of this Agreement.

4.4.1.1. Within thirty (30) days of receiving written notice of completion from the Contractor, the City shall make a final inspection of the improvements and landscaping performed by the Contractor to determine whether said performance satisfies the requirements of this Agreement. After completing its final inspection, the City shall provide written notice to the Contractor approving and accepting the Contractor's performance of this Agreement, or indicating specific tasks yet to be performed by the Contractor before the city approves and accepts the Contractor's performance.

4.5. The Contractor shall be responsible to pay for any applicable royalties and licensing fees. The Contractor shall also defend all suits or claims for infringement of any intellectual property rights (whether brought against the Contractor or the City), and shall hold the City harmless from any such suits, claims, or resulting damages.

5. Consideration.

5.1. In exchange for the Scope of Service, the City shall pay SPOHN RANCH the total amount of \$470,000, as follows:

5.1.1. The Consideration contemplated by Section 5.1. shall be paid to the Contractor within thirty (30) days of the City's approval, acceptance, and inspected improvements and landscaping contemplated by Section 4.

5.1.1.1. At the sole option of the City, the City may disburse portions of the Consideration Payment to SPOHN RANCH at various times throughout SPOHN RANCH's performance of the Scope of Service when significant portions of the Scope of Service have been completed. For example (and for illustrative purposes only), the City may disburse an amount it deems appropriate after the sod has been installed and established. However, any disbursements made pursuant to this Section 5.1.1.1. shall not constitute any approval and acceptance contemplated by Section 9.2.3.

5.2. All changes in performance of this Agreement shall be described in detail on a change order request form, provided by the City, and which must be authorized in writing by an authorized representative of the City prior to commencing any proposed changes in performance. SPOHN RANCH shall not be entitled to any additional consideration for changes in performance which were not authorized as contemplated by this Section 5.2., nor for the correction of any mistakes attributable in any way to SPOHN RANCH, or its employees, agents, subcontractors, independent contractors, and the like.

5.3. The City may withhold or, on account of subsequently discovered evidence, nullify the whole or part of any of the Consideration Payment to the extent that the City reasonably determines such withholding is necessary to protect itself from loss or liability on the account of:

5.3.1. Defective performance by SPOHN RANCH, including (but not limited to) defective goods or services not remedied.

5.3.2. Any other failure to comply with the terms and conditions of this Agreement.

5.4. Upon SPOHN RANCH's timely remedy of the grounds for withholding some or all of the Consideration Payment as contemplated by Section 5.3., the corresponding amount withheld shall be paid to SPOHN RANCH. However, in the event of SPOHN RANCH's default, the City reserves the right to perform the Scope of Service, or any unfinished portion thereof, itself, or to procure the same from a third party, while holding SPOHN RANCH responsible for

any costs occasioned thereby. If the City performs any portion of the Scope of Service itself, or obtains any portion of the Scope of Service from a third party, SPOHN RANCH shall not be entitled to any Consideration Payment withheld, and SPOHN RANCH shall pay the City any amounts owed as contemplated by this Section 5.4., within thirty (30) days of receiving a notice of indebtedness from the City.

5.5. In the event the City terminates, suspends, or abandons this Agreement without cause pursuant to Section 6.3., the City shall pay SPOHN RANCH a proportionate amount of the Consideration Payment for any of the Scope of Service which was actually performed or provided prior to termination, suspension, or abandonment.

6. Termination and Non-Appropriation.

6.1. The City may terminate this Agreement at any time if, in the sole discretion of the City:

6.1.1. SPOHN RANCH's performance under this Agreement is unsatisfactory. The standard which the City shall apply in determining whether SPOHN RANCH's performance is satisfactory shall be a commercially reasonable standard.

6.1.2. SPOHN RANCH fails to perform its duties and obligations required by this Agreement with diligence or within the time specified herein.

6.1.3. SPOHN RANCH has otherwise materially breached this Agreement.

6.2. Prior to terminating this Agreement as contemplated by Section 6.1., the City must first provide written notice to SPOHN RANCH of the City's intention to terminate this Agreement. Said notice of termination must be provided by the City to SPOHN RANCH at least seven (7) Calendar Days prior to termination. After receiving such notice of termination from the City, SPOHN RANCH shall have the next fifteen (15) Working Days in which to cure any deficiency noted by the City. If SPOHN RANCH adequately cures any such deficiency, to the sole satisfaction of the City, this Agreement shall continue. However, in the event SPOHN RANCH fails to adequately cure any such deficiency, this Agreement shall terminate, and SPOHN RANCH shall be liable for any resulting damages associated with said deficiency and breach of this Agreement. The City may pursue any such damages through all available means, whether in law or in equity, or both.

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

6.4. Any Scope of Service which SPOHN RANCH has completed or performed prior to the date of any termination, suspension, or abandonment, shall be recorded, and tangible work

documents shall be transferred to, and become the sole property of, the City. If the City has terminated this Agreement without cause as contemplated by Section 6.3., then subsequently requests SPOHN RANCH to recommence its performance of the Scope of Service after more than three (3) months from the date of termination, the Consideration Payment amount shall be subject to renegotiation at the request of either party hereto.

6.5. If the Lehi City Council decides not to appropriate a sufficient amount of resources to fund the Consideration Payment, this contract shall be void. In the event of such non-appropriation of resources, the City shall be relieved of all of its obligations contemplated by this Agreement, including (but not limited to) the Consideration Payment.

7. Taxes.

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

7.2. The City is exempt from the payment of any Federal excise or any Utah sales tax (State of Utah Sales Tax Exemption Number: 11891541-002-STC). Such taxes will not apply to the City, unless otherwise noted in writing by the City. Any price listed by SPOHN RANCH on a purchase order, or equivalent, must be net, exclusive of taxes. However, when under established trade practices, any Federal excise tax is included in the list price, SPOHN RANCH may quote the list price, and shall show separately the amount of Federal tax, either as a flat sum or as a percentage of the list price, which shall be deducted from any payments made by the City.

8. Indemnification and Insurance.

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

employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this paragraph shall not be limited in any way by the amount or types of damages, compensations, or benefits payable by or for SPOHN RANCH, or any subcontractor, worker's or workman's compensation acts, disability benefit acts, or other employee benefit acts.

8.2. The City shall indemnify and hold harmless SPOHN RANCH, its parent, subsidiaries, affiliates, agents, shareholders, directors, and employees from and against all damages, costs, liabilities (including reasonable attorneys' fees and expenses) arising from or related to the actions of the City with respect to the subject matter of this Agreement.

8.3. SPOHN RANCH, at its own expense, shall provide for the payment of worker's compensation benefits to its employees employed on or in connection with the performance of this Agreement, and in accordance with applicable State and Federal laws.

8.4. SPOHN RANCH, at its own expense, shall maintain comprehensive general liability insurance, including (but not limited to) \$3,000,000.00 per occurrence.

8.5. SPOHN RANCH, at its own expense, shall maintain automobile public liability insurance with bodily injury and death limits of at least \$250,000.00 for any one person, and \$500,000.00 for any one occurrence, and a property damage limit per occurrence of \$250,000.00. Such benefits and coverage shall not be deemed to limit SPOHN RANCH's liability under this Agreement. It is intended by this Section 8.5. that the requirements set forth herein will satisfy applicable minimum requirements under Utah law. However, in the event that the foregoing requirements do not satisfy applicable Utah law, SPOHN RANCH must maintain automobile public liability insurance in amounts satisfying applicable Utah law.

8.6. SPOHN RANCH, at its own expense, shall maintain professional liability/errors and omissions insurance appropriate to SPOHN RANCH's profession, with a minimum coverage of \$3,000,000.00 per occurrence. The professional liability/errors and omissions insurance required by this Section 8.6. must be project specific with at least a one-year extended reporting period (or longer upon request by the City). SPOHN RANCH shall, likewise, require its subcontractors, if any, to provide for such benefits and to maintain such insurance at no expense to the City.

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

8.8. All insurance required by this Agreement, with the exception of worker's compensation and employer's liability policies, shall include the City, its directors, officers, agents, and employees as additional insured persons with respect to the activities of SPOHN RANCH in the performance of this Agreement, or that of its employees, agents, subcontractors,

independent contractors, and the like. Any certificate or certificates presented as evidence of insurance shall specify the date when such benefits and insurance expire. Unless a different length of time is expressly set forth in this Agreement, SPOHN RANCH shall maintain any insurance required by this Agreement until after the Scope of Service has been fully performed by SPOHN RANCH, and subsequently approved and accepted by the City. SPOHN RANCH shall provide the City with written notice at least sixty (60) days in advance of any cancellation, termination, or material alteration of said policies of insurance.

9. Performance and Warranty Bonds or Letters of Credit.

9.1. Prior to commencing work on the Scope of Service, SPOHN RANCH must provide the City with a performance bond/performance letter of credit in the amount of the Consideration Payment. The completed performance bond/performance letter of credit is attached hereto as Exhibit A. In the event that SPOHN RANCH fails to provide a performance bond/performance letter of credit within 10 days of the Effective Date, this Agreement shall be void.

9.1.1. The purpose of the performance bond/performance letter of credit is to guarantee the proper completion by SPOHN RANCH of the Scope of Service as contemplated by this Agreement.

9.1.2. The performance bond/performance letter of credit shall remain valid until the City approves of and accepts the Scope of Service, as set forth in Section 9.2.

9.2. Prior to the City's approval and acceptance of the Scope of Service, SPOHN RANCH must provide the City with a warranty bond/warranty letter of credit in the amount of \$216,500.00.

9.2.1. The purposes of the warranty bond/letter of credit is to guarantee that the Scope of Service:

9.2.1.1. (1) complies with this Agreement; and

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

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

9.2.3. Approval and acceptance of the Scope of Service shall be deemed to have occurred when each of the following events have been satisfied:

9.2.3.1. SPOHN RANCH provides written notice to the City that SPOHN RANCH considers the Scope of Service to be complete.

9.2.3.2. The City provides written approval and acceptance of the Scope of Service, or fails to provide a written response to SPOHN RANCH, within thirty (30) days after receiving the notification contemplated by Section 9.2.3.1., indicating the additional work which the City considers incomplete pursuant to this Agreement.

10. Representations and Warranties.

10.1. Each party represents that:

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

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

10.2. SPOHN RANCH represents and warrants that:

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

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

10.2.3. SPOHN RANCH shall perform its obligations required by this Agreement in a manner consistent with applicable professional and technical standards for Scope of Service of a similar and comparable nature, and shall ensure that the implementation thereof is also performed in an applicable professional, technical, and workman-like manner. SPOHN RANCH shall correct any defect in its performance at no additional cost to the City. Upon request by the City, SPOHN RANCH must be able to summarize and concisely report pertinent information associated with this Agreement and the performance thereof to the City in a timely manner. SPOHN RANCH shall not make any alterations or variations in or additions to, or omissions

from, its duties and obligations contemplated by this Agreement, without the prior written consent of the City

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

11. Confidentiality.

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

11.2. Notwithstanding Section 11.1., SPOHN RANCH agrees that, except as directed by the City, SPOHN RANCH shall not at any time during or after the term of this Agreement disclose to any person or entity any information or document provided by the City which the City has designated as "confidential" or "private." Upon the conclusion or termination of this Agreement, SPOHN RANCH shall turn over to the City all documents, papers, and other matter, including copies thereof, which are in SPOHN RANCH 's possession or control, and which are designated "confidential" or "private." SPOHN RANCH further agrees to bind its employees and any sub-contractors to the terms and conditions of this Section 11.2.

12. Equal Opportunity.

12.1. Neither SPOHN RANCH, nor any sub-contractor of SPOHN RANCH, shall discriminate against any employee, applicant for employment, or recipient of services on the basis of race, religion, color, sex, age, disability, or national origin.

13. Record Keeping and Audits.

13.1. SPOHN RANCH shall maintain accurate accounting records for all goods and services provided in the performance of this Agreement, and shall retain all such records for a period of at least three (3) years following the termination or completion of this Agreement. Upon forty-eight (48) hours written notice and during normal business hours, the City shall have access to and the right to audit any records or other documents pertaining to this Agreement. SPOHN RANCH shall furnish copies of any records requested by the City at SPOHN RANCH 's expense

14. Relationship of the Parties, and Immunity.

14.1. The relationship between the parties shall be that of independent contracting parties. Each party shall be responsible for the manner of its own performance of this Agreement. Nothing herein shall be construed to create an employer-employee, principal-

agent, or other similar relationship. Neither party is authorized to, nor shall either party, enter into any contract or commitment on behalf of the other party. Neither party shall be considered an affiliate or subsidiary of the other party. It is expressly understood that this Agreement, including the performance thereof, is not a joint venture, partnership, or any other relationship other than that of independent contracting parties.

14.2. Nothing in this Agreement, nor the performance hereof, shall adversely affect any immunity from suit, or any right, privilege, claim or defense, which the City or its employees, officers, and directors may assert under State or Federal law, including (but not limited to) The Governmental Immunity Act of Utah, UTAH CODE ANN. § 63G-7-101, *et seq.* All claims against the City or its employees, officers, and directors are subject to the provisions of the aforementioned act, which controls all procedures and limitations in connection with any claim of liability.

15. Notice.

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

To the City:

Lehi City Corporation
Attn: Beau Thomas
153 North 100 East
Lehi, Utah 84043

To SPOHN RANCH:

SPOHN RANCH Inc.
Attn: Aaron Spohn
6824 S Centinela Ave.
Los Angeles, CA 90230

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

15.3. The designation of any address or individual contemplated by this Section 15 may be changed by notice given in the same manner as provided in this Section 15., and shall not be subject to the restrictions contemplated by Section 22.

16. Attorneys' Fees and Costs.

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

17. Non-Waiver.

17.1. No failure to exercise and no delay in exercising any right, remedy, or power under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of

any right, remedy, or power under this Agreement preclude any other or further exercise thereof, or the exercise of any other right, remedy or power provided herein or by law or in equity.

18. Binding Effect.

18.1. This Agreement is binding upon the parties and their proper and allowable heirs, legatees, representatives, successors, transferees, assignees, and delegates.

19. Assignment.

19.1. Neither party hereto may assign this Agreement, nor delegate any responsibilities under this Agreement. Any purported assignment or delegation in violation of this Section 19., without prior written consent from the non-assigning party, shall be void, and will be considered a material breach of this Agreement.

20. Time.

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

21. Force Majeure.

21.1. Neither party will be liable for any failure or delay in performing an obligation under this Agreement that is due to causes beyond its reasonable control, such as natural catastrophes, governmental acts or omissions, laws or regulations, labor strikes or difficulties, transportation stoppages or slowdowns or the inability to procure parts or materials. If any of these causes continue to prevent or delay performance for more than 180 days, the non-delaying party may terminate this Agreement, effective immediately upon notice to the delaying party.

22. Amendments.

22.1. This Agreement may not be modified, amended, or terminated, except by an instrument in writing, signed by each party hereto.

23. Further Assurances.

23.1. The City and SPOHN RANCH mutually agree to execute such other documents and to take such other action as may be reasonably necessary to further the purposes of this Agreement.

24. Incorporation of Miscellaneous Material.

24.1. Each section of this Agreement shall be considered a part hereof, including (but not limited to) Sections 1. and 2., respectively. Likewise, any exhibit referenced in this Agreement is made a part hereof.

25. Drafting and Voluntary Execution.

25.1. The negotiation and drafting of this Agreement have been accomplished collectively by each party hereto, and for all purposes this Agreement shall be deemed to have been drafted jointly by each such party. The parties acknowledge that they have been represented by counsel of their choice in all matters connected with the negotiation and preparation of this Agreement, or that they have had the opportunity to be represented by counsel, and that they have reviewed this Agreement with their counsel, or that they have had the opportunity to review this Agreement with their counsel, and that they fully understand the terms of this Agreement and the consequences thereof. Furthermore, the parties hereto have been afforded the opportunity to negotiate as to any and all terms of this Agreement, and each party is executing this Agreement voluntarily and free of any undue influence, duress, or coercion. The parties further acknowledge that they have relied on their own judgment, belief, knowledge, and advice from their own representatives, consultants, affiliates, and agents, as to the extent and effect of the terms and conditions contained herein. The parties are not relying upon any statement or representation made by any other party or any officer, director, employee, agent, servant, adjustor, or attorney acting on behalf of another party, unless such a statement or representation is expressly set forth in this Agreement.

25.2. The headings in this Agreement are for convenience only and shall not be interpreted to limit the meaning of the language contained herein in any way.

26. Severability.

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

27. Governing Law.

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

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

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

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

27.2.3. To the fullest extent allowed by law, that:

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

27.2.3.2. The venue of any such action is improper.

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

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

28. Third-Party Beneficiaries.

28.1. This Agreement is not meant to create any rights or benefits (whether intended or incidental) for any third party. Only the named parties to this Agreement may enforce the terms and conditions hereof.

29. Entire Agreement.

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

30. Duplicate Originals.

30.1. This Agreement may be executed in identical duplicate originals, each of which shall be deemed to be an original, and all of which shall be deemed to constitute one and the same instrument.

31. Signatures.

31.1. The City and SPOHN RANCH voluntarily enter into this Agreement, as evidenced by affixing their respective signatures, below.

City:

SPOHN RANCH:

Lehi City
By: Bert Wilson
Its: Mayor

SPOHN RANCH Inc.
By:
Its:

Dated: _____

Dated: _____

Attest:

Marilyn Banasky, City Recorder

Dated: _____

**Traverse Estates Preliminary Subdivision
DRC Redline Comments**

Paul Willie – Requests Preliminary Subdivision review for Traverse Estates, a 167-lot residential development located off Seasons View Drive in an existing Planned Community zone.

DRC Members Present: Glade Kirkham, Kerry Evans, Greg Allred, Todd Munger, Kim Struthers, Gary Smith, Mike Howell, Ross Dinsdale, Steve Marchbanks

Representatives of the Applicant Present: Tom Romney, Taylor Morgan, Sean Olybrando, Scott Overman, and Paul Willie

Date of Plans Reviewed: 1/21/16

Time Start: 2:00 PM

Time End: 2:40 PM

CRITICAL ISSUE:

1. The grading for this project is tied to the grading of the rest of East Canyon. As per the Grading section of the Area Plan, all of the grading must be done simultaneously in one phase. This project cannot be allowed to be constructed until there is a preliminary plat approval on the remaining East Canyon Area as well as an approved grading permit for this project and the other East Canyon property so that it can all be graded together.
2. Traverse Mountain water source is deficient for this development and must be resolved with the Engineering Department prior to final plat approval.

DRC REDLINE COMMENTS:

Brent (Glade) – Power: No comments

Kerry – Fire: No comments

Greg – Water/Sewer: No comments

Todd – Public Works: No comments

Kim – Planning:

1. Need to show slope easements in the backs of the lots that would keep the slopes in a natural condition.
2. Need to address fencing standards within the subdivision. Fencing should be uniform/consistent, and fencing on the 30% slope areas should be prohibited.
3. The north and east boundaries should match fairly close to the development pod boundaries shown on the Traverse Mountain Area Plan with any areas outside the pod boundary to be dedicated to Lehi City to remain as natural open space.

Gary – Building/Inspections:

4. Correct PUEs on setback details to show PUEs only on street frontages. Also ensure the setbacks are consistent with the Traverse Mountain Area Plan MDR designation.

Mike – Public Works: No comments

Ross – Engineering: No comments

Craig (Steve) – Parks:

5. The sidewalk needs to be widened to the 8-foot trail on the east side of Seasons View Drive as part of this project.

DRC GENERAL COMMENTS:

1. The power circuit must be looped from Seasons View Drive up to Vialetto.
2. Retaining structures may be required for some of the electrical equipment.
3. Power boxes are up to 6 feet in width which will take up some space on lot frontages
4. The developer must coordinate with the Water and Engineering departments to evaluate water needs.
5. Suggest hydroseeding for any areas that require revegetation.
6. Summer View Drive and Autumn View Drive connecting to Vialetto must be 8% or less.
7. For final plats - address any offsite drainage coming onto the site and how to protect homes.
8. Coordinate with Engineering on storm drain detention requirements.
9. Comply with all other area plan requirements.

THIS ITEM WILL BE SCHEDULED FOR PLANNING COMMISSION FEBRUARY 11, 2016

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

ISSUE

Paul Willie – Requests Preliminary Subdivision approval for Traverse Estates, a 167-lot residential development located off Seasons View Drive in an existing Planned Community zone.

BACKGROUND

Existing General Plan Designation:	MDR/PF/ESA	
Existing Zoning:	Planned Community	
Existing Land Use:	Undeveloped	
Number of Lots:/Units	167	
Adjacent Zoning and Land Use:	North:	PC Violetto Subdivision under construction
	South:	PC Season’s Apartment
	East:	R-1-12/TH-5 Canyon Hills Subdivision/Undeveloped
	West:	PC Undeveloped
Date of Last DRC Review:	January 27, 2016	

HISTORY

July 26, 1997 – This property was annexed to Lehi City as the Deerfield Annexation included the subject property and most of what is now within the Traverse Mountain Planned Community.

Dec 4, 2000 – The Fox Ridge Area Plan was recorded for what is now Traverse Mountain which designated Planned Community zoning to the subject property.

September 24, 2015 – The Planning Commission reviewed and recommended approval for the Seasons Phases 4 and 5 concept plan which included the subject property.

October 13, 2015 – The City Council approved the concept plan for Seasons Phases 4 and 5.

ANALYSIS

The applicant is requesting approval of a proposed preliminary subdivision for Traverse Estates which includes 167 single family lots. The area included with this subdivision has an MDR designation with a maximum of 196 lots allowed. The proposed density is less than what could be allowed according to the Area Plan.

The DRC made a critical issue comment that this subdivision is tied to the mass grading of the rest of East Canyon. The Seasons Towns site plan has been submitted concurrently with this item which includes the townhome phase shown on the concept plan. The Planning Commission approved the site plan for the Seasons Towns on February 11, 2016. A grading permit was submitted for the required areas in East Canyon which includes Planning Areas B, D, and C2 and will trail behind the site plan and preliminary subdivision applications.

The proposed lot sizes range from approximately 6,000 to 76,000 square feet in size. The lot sizes and frontages are consistent with the requirements of the Area Plan. The layout of the subdivision includes a road connecting from Seasons View Drive up to Violetto with a grade of 8% or less as required by the Area Plan. The connecting road provides two points of access for the subdivision which is required for any development with more than 50 lots.

The total amount of open space to be dedicated to Lehi City is shown at 17.09 acres. Approximately 7 acres is shown to be natural open space and 11 acres is to be dedicated for the required public park designated in the Area

Plan as planning area D6. The Area Plan requires 13 acres for the park and the remaining two acres will be dedicated when the adjacent property develops. The Area Plan requires that the park be mass graded to include 69% of the 13 acres to be graded at 3% slope or less. The Area Plan also designates this park for the future location of the Lehi City recreation center. The recreation center will be constructed separately from this project when sufficient impact fees are collected to cover the construction cost. The final design of the park has not yet been determined may require some additional grading in the future to complete. The applicant and the DRC discussed having the City create a conceptual design of the park area to get a better idea of how it will need to be graded to reduce the amount of future grading that would take place.

The Area Plan shows an 8 foot master planned trail to connect from Morning Vista Road up to the Vialetto subdivision. The proposed plan shows the 8 foot trail along the connecting road which also maintains a grade of 8% or less which is ideal for a trail. The DRC commented that the existing sidewalk adjacent to the Seasons Apartments must be widened to the 8 foot trail in order to make a connection to Morning Vista Road.

RECOMMENDATIONS

Planning Division Staff Recommendation:

Planning staff recommends **APPROVAL** of the proposed Traverse Estates preliminary subdivision including the DRC and Planning Commission comments. The proposed subdivision meets the requirements of the Traverse Mountain Area Plan and has proposed less density than what is allowed for this planning district.

Planning Commission Recommendation:

Planning Commission reviewed this request for a preliminary subdivision on February 11, 2016 and made the following recommendation:

Scott Dean moved to recommend approval of Paul Willie’s request for Preliminary Subdivision for Traverse Estates, a 167-lot residential development located off Seasons View Drive in an existing Planned Community zone subject to DRC comments; subject to the representations of the developer and subject also to a special note from staff relative to water sources and storage that it be thoroughly vetted at the time of each individual plat coming forward and the access trails that the developer alluded to may be added to the plat to make it more inclusive to the connectivity and that there be a clear designation on the plat for no-build areas on the lots which would include no building of fences finding that it is a health benefit to the management of the City and is contingent on the grading permit being approved. Second by Matt Hemmert. Motion carried unanimous.

Minutes from the Planning Commission meeting on February 11, 2016 are as follows:

5.3 PAUL WILLIE – REQUESTS PRELIMINARY SUBDIVISION REVIEW AND RECOMMENDATION FOR TRAVERSE ESTATES, A 167-LOT RESIDENTIAL DEVELOPMENT LOCATED OFF SEASONS VIEW DRIVE IN AN EXISTING PLANNED COMMUNITY ZONE.

Tippe Morlan presented the request and stated that this is within what is allowed for density. This is also tied to the mass Grading for the East Canyon. There will be 17.9 acres of open space and there will be a City rec center that will go there in the future. There will be an 8 foot trail that ties into Morning Vista Road.

Discussed the lot boundaries and the footprint of the Area Plan.

Jared Peterson asked about the long large lots and the buildable area.

Mike West said that there are 30% slopes there so they would not be able to build a structure on those areas of the lots.

Thomas Romney was present and stated that they brought this through as a concept so it wasn't a surprise when it came through for subdivision. Every lot will be limited by topography. The mass grading permit is coming through. There will be a building pad for the lots but there will be an easement that will restrict any other building on the other areas of the lot. We've reduced our lot count and we will be grading the 13 acre park. There will be an 8% road from the Seasons to Vialeto.

Discussed whether they would be able to put in a fence on the easement areas and that there will be a note on the final plat to say they could not build in certain areas.

Kelly Ash asked about an easement between lots 133 and 134.

Thomas Romney said that is an access to the trail and there would be others depending on the topography. These will provide access to biking and hiking trails.

Brad Kenison asked that the motion include a comment about the water source and storage at the final plat stage – it needs to be evaluated at time of final plat.

Rob Ludlow lives in Traverse Mountain and said that this will increase the density by 17%. He said we need to encourage mass grading responsibly and we need to do it in a narrow period of time. He said that the impact fees tie into west canyon and we need to figure out an interim plan that allows for that park to be built.

Brandon Floyd lives in Traverse Mountain and agreed with Rob's comments.

Public Hearing closed at 8:30 p.m.

Scott Dean mentioned Mr. Ludlow's comments and asked about the scarring from grading in the past.

Kim Struthers said that with the new Area Plan there is a standard that talks about revegetation; they can't drag the grading out, they have to do it in two seasons.

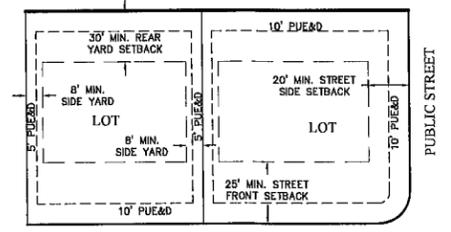
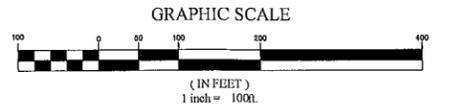
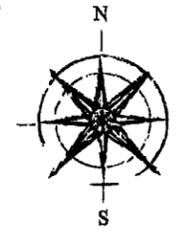
Scott Dean said that the other point was the City Park there and wonders what condition that property will be in when we get ready to put in the park.

Kim Struthers said that it will have to be graded. There will be a conceptual plan laid out for the park and it will have to be revegetated until we actually build it.

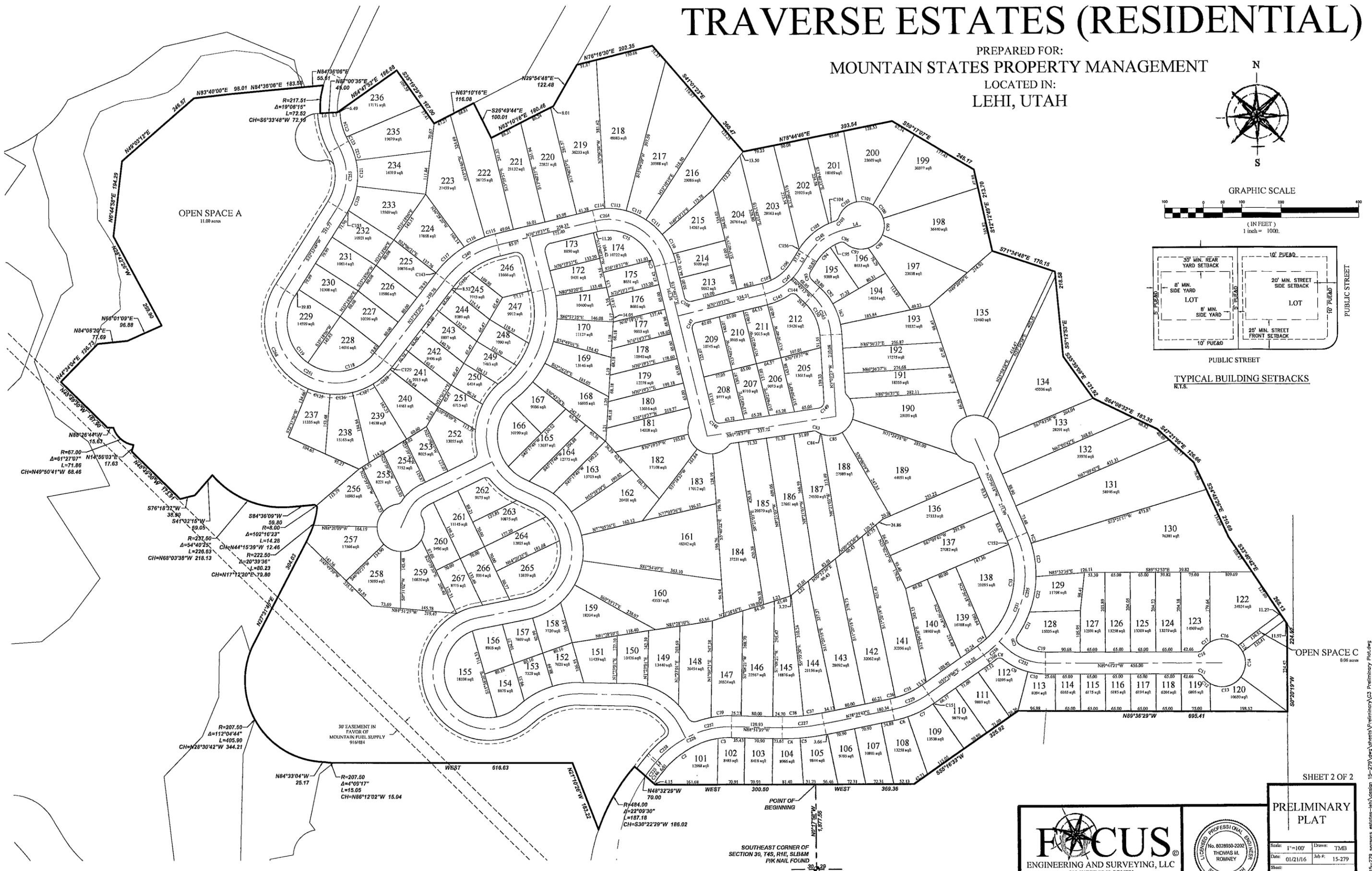
Motion: *Scott Dean moved to recommend approval of Paul Willie's request for Preliminary Subdivision for Traverse Estates, a 167-lot residential development located off Seasons View Drive in an existing Planned Community zone subject to DRC comments; subject to the representations of the developer and subject also to a special note from staff relative to water sources and storage that it be thoroughly vetted at the time of each individual plat coming forward and the access trails that the developer alluded to may be added to the plat to make it more inclusive to the connectivity and that there be a clear designation on the plat for no-build areas on the lots which would include no building of fences finding that it is a health benefit to the management of the City and is contingent on the grading permit being approved. Second by Matt Hemmert. Motion carried unanimous.*

TRAVERSE ESTATES (RESIDENTIAL)

PREPARED FOR:
MOUNTAIN STATES PROPERTY MANAGEMENT
LOCATED IN:
LEHI, UTAH



TYPICAL BUILDING SETBACKS
N.T.S.



-107-

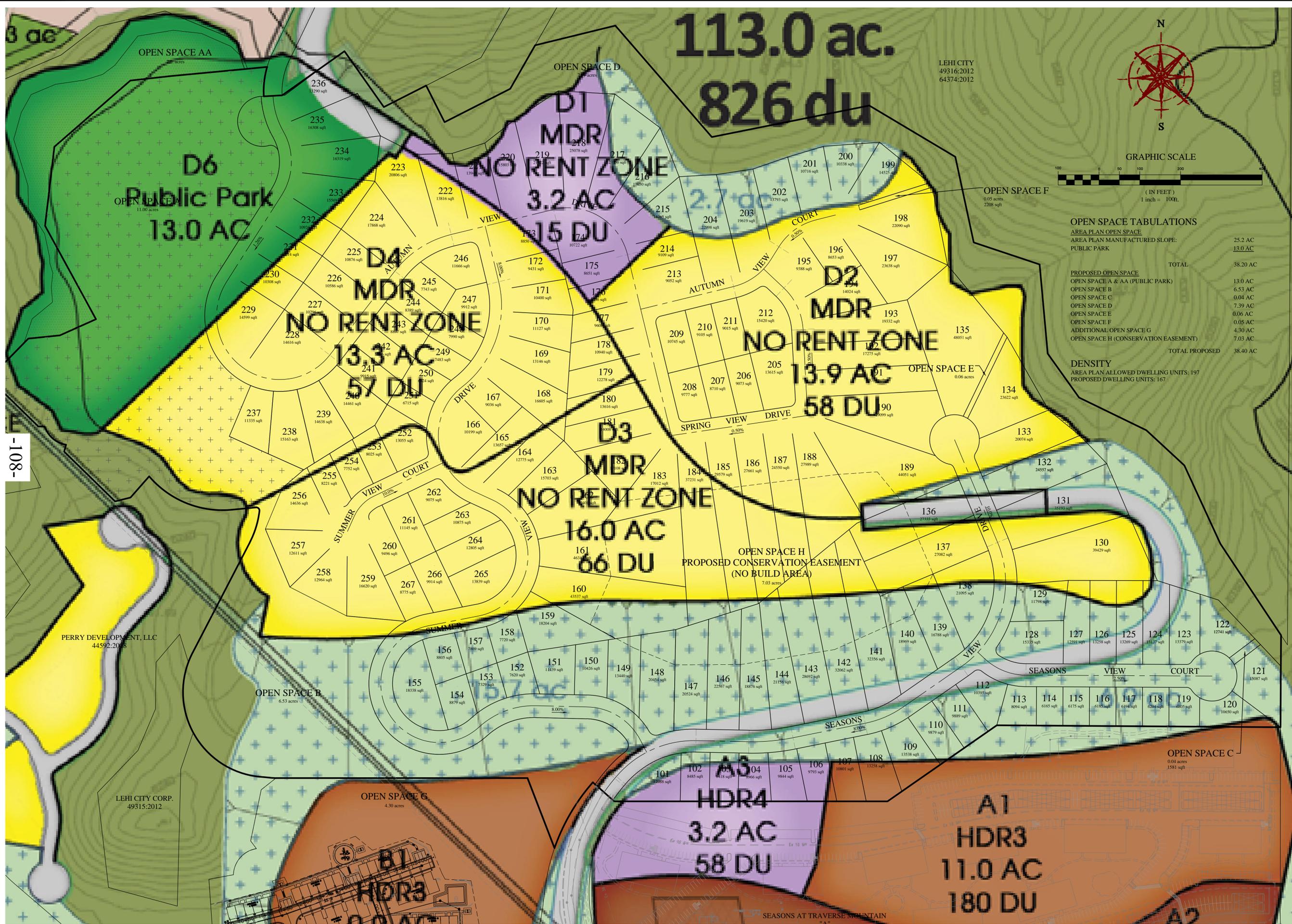
SHEET 2 OF 2

FOCUS
ENGINEERING AND SURVEYING, LLC
502 WEST 8360 SOUTH
SANDY, UTAH 84070 PH: (801) 352-0075
www.focusutah.com



PRELIMINARY PLAT	
Scale: 1"=100'	Drawn: TMD
Date: 01/21/16	Job #: 15-279
Sheet:	C3

15-279.dwg (sheet) - 1/21/16 1:55:29 PM



113.0 ac.
826 du

LEHI CITY
49316:2012
64374:2012



GRAPHIC SCALE

(IN FEET)
1 inch = 100ft.

OPEN SPACE TABULATIONS

AREA PLAN OPEN SPACE	TOTAL
AREA PLAN MANUFACTURED SLOPE: PUBLIC PARK	25.2 AC
	13.0 AC
TOTAL	38.20 AC

PROPOSED OPEN SPACE	TOTAL PROPOSED
OPEN SPACE A & AA (PUBLIC PARK)	13.0 AC
OPEN SPACE B	6.53 AC
OPEN SPACE C	0.04 AC
OPEN SPACE D	7.39 AC
OPEN SPACE E	0.06 AC
OPEN SPACE F	0.05 AC
ADDITIONAL OPEN SPACE G	4.30 AC
OPEN SPACE H (CONSERVATION EASEMENT)	7.03 AC
TOTAL PROPOSED	38.40 AC

DENSITY
AREA PLAN ALLOWED DWELLING UNITS: 197
PROPOSED DWELLING UNITS: 167

TRAVERSE ESTATES
AREA PLAN OVERLAY

REVISION BLOCK

#	DATE	DESCRIPTION
1		
2		
3		
4		
5		
6		

-108-

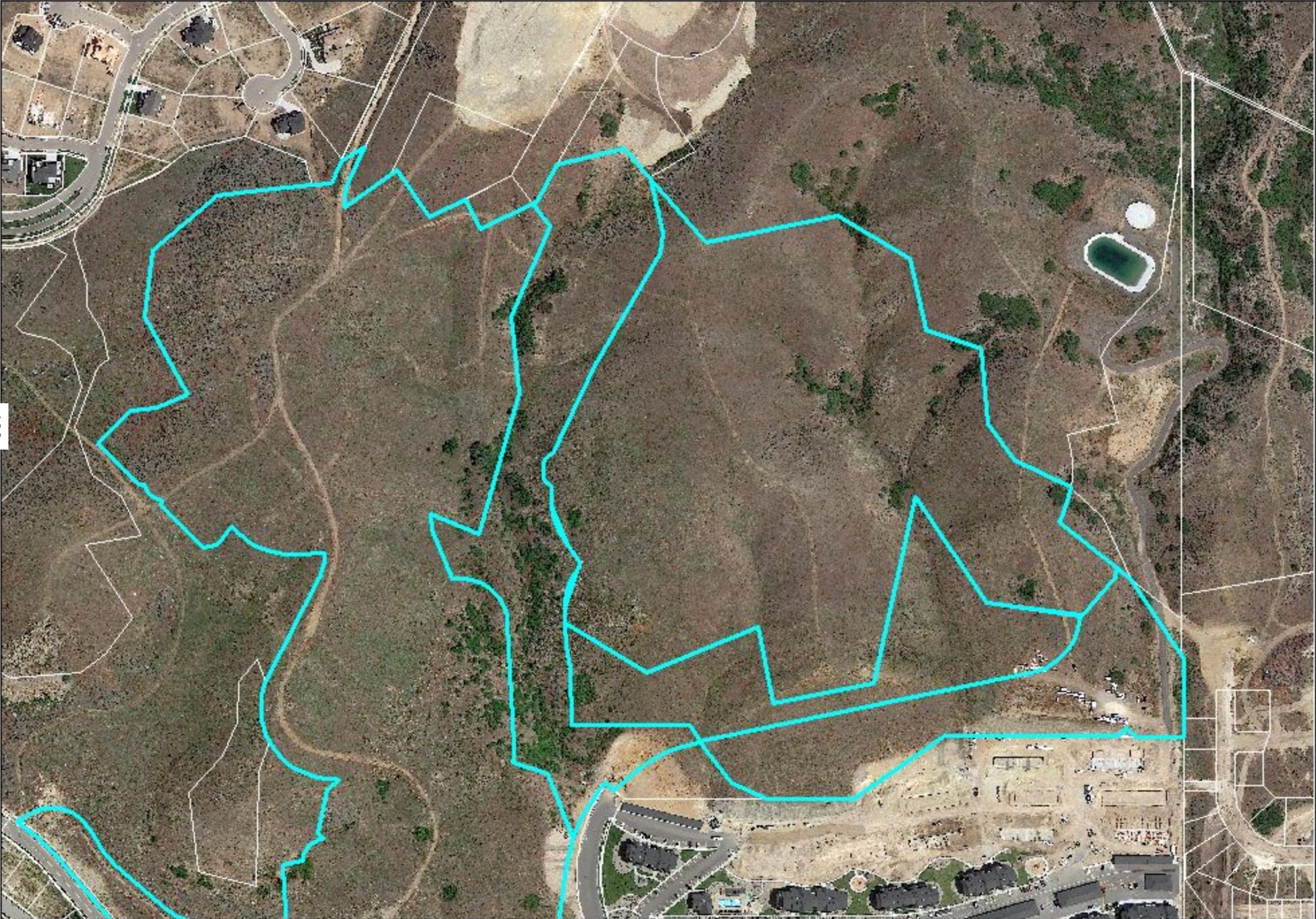
PERRY DEVELOPMENT, LLC
44592:2008

LEHI CITY CORP.
49315:2012

SEASONS AT TRAVERSE MOUNTAIN

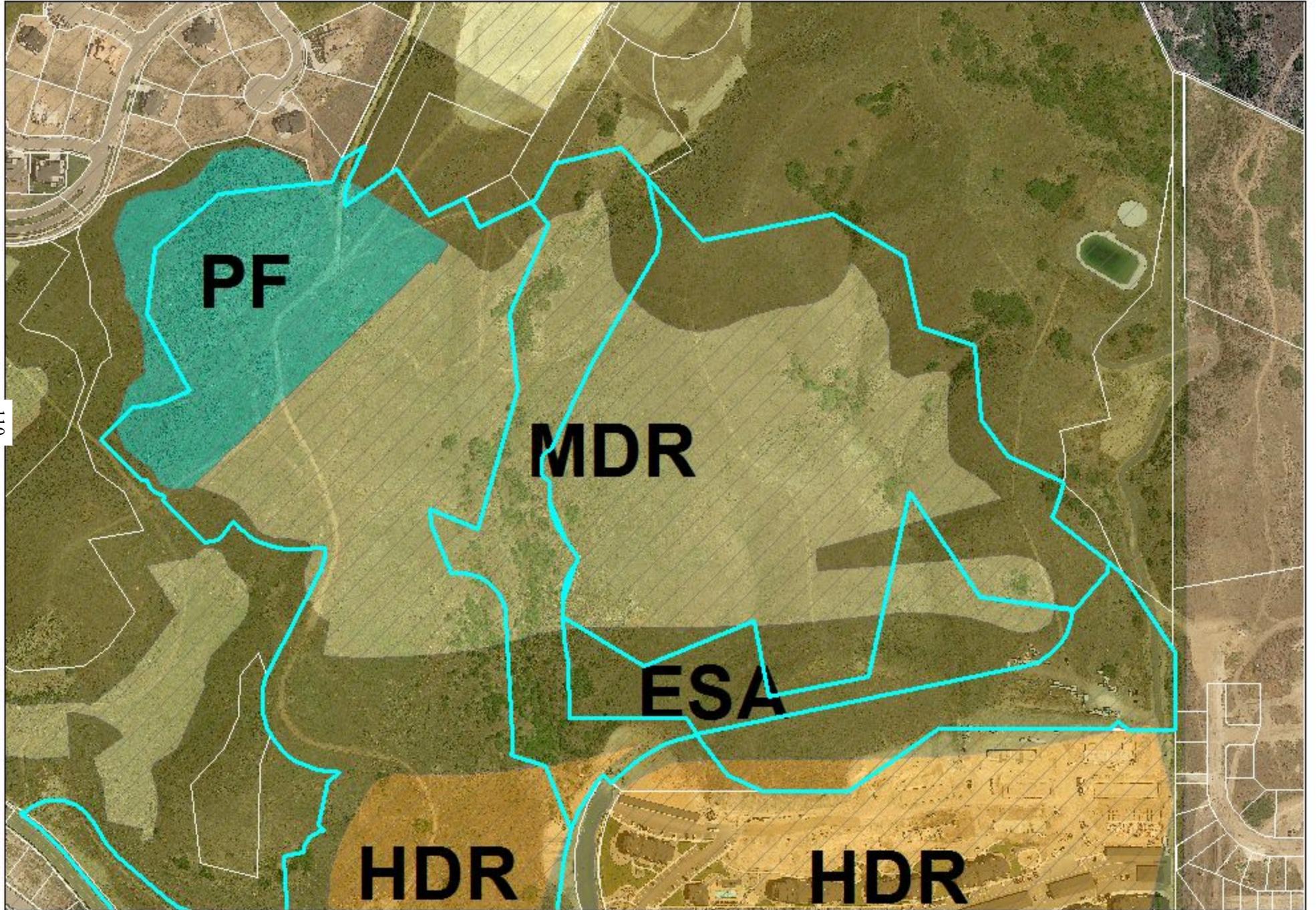
Traverse Estates

Aerial



-109-

**Traverse Estates
General Plan**



-110-



-112-

PUBLIC
NOTICE





-114-



#5.

-115-



ISSUE

Rob Clauson/The 3Ns – Requests Preliminary Subdivision approval of Mountain Point Village, a 37-lot residential development located at 4800 North Traverse Mountain Boulevard in an existing Planned Community zone.

BACKGROUND

Existing General Plan Designation:	HDR		
Existing Zoning:	Planned Community		
Existing Land Use:	Undeveloped		
Number of Lots:/Units	37		
Adjacent Zoning and Land Use:	North:	PC	Single family residential
	South:	PC	Traverse Mountain Elementary
	East:	PC	Single family residential
	West:	PC	Church/Traverse Mountain Boulevard
Date of Last DRC Review:	January 27, 2016		

HISTORY

July 26, 1997 – This property was annexed to Lehi City as the Deerfield Annexation included the subject property and most of what is now within the Traverse Mountain Planned Community.

Dec 4, 2000 – The Fox Ridge Area Plan was recorded for what is now Traverse Mountain which designated Planned Community zoning to the subject property.

July 30, 2015 – The Planning Commission reviewed the Mountain Point Village concept plan and recommended approval.

August 25, 2015 – The City Council reviewed and approved the concept plat for Mountain Point Village.

ANALYSIS

The applicant is requesting approval for a proposed preliminary subdivision for Mountain Point Village located at Traverse Mountain and Fox Canyon Road. The proposed subdivision includes 33 townhome lots and 4 single family lots. The Area Plan designates this property as HDR B with a maximum of 66 units allowed. The townhome lots range in size from 1,144 to 1,408 square feet and the single family lots range from 13,940 to 25,821 square feet. The previous concept plan that was submitted included 48 townhome lots and was reduced for the preliminary plat to 33 townhome lots.

The plan shows 2.71 acres of open space which accounts for 42% of the overall site. Parking is shown with two stalls per unit within an enclosed garage and there are 20 surface parking stalls for a total of 86 stalls which meet the parking requirements. The units along Traverse Mountain Boulevard and Fox Canyon Road are oriented to the street with rear-loading garages and front entrances which meets the requirements of the Development Code.

The building elevations on the townhomes show the use of fiber cement and stone for exterior materials which meet the hard surface material requirement 100%. The elevations also show extensive use of pop-outs, roof line variations, dormer windows, entryway awning features, and columns. It seems that the elevations meet and exceed the architectural variations requirements.

Proposed amenities include 2 playgrounds, a sports court, and 4 picnic areas which meet the multi-family amenities requirements of the Development Code.

RECOMMENDATIONS

Planning Division Staff Recommendation:

Planning staff recommends **APPROVAL** of the proposed Mountain Point Village preliminary subdivision including the DRC and Planning Commission comments. The proposed subdivision meets the requirements of the Traverse Mountain Area Plan and has proposed less density than what is allowed for this planning district.

Planning Commission Recommendation:

Planning Commission reviewed this request for a preliminary subdivision on February 11, 2016 and made the following recommendation:

Scott Dean moved to recommend approval of Rob Clauson/The 3 N's request for Preliminary Subdivision for Mountain Point Village, a 37-lot residential development located at 4800 North Traverse Mountain Blvd in an existing Planned Community zone with some concerns of addressing the concerns expressed tonight by the neighbors for traffic impacts not only caused by this development but by existing developments and others recently approved and ask the City Council to give some thought to the necessity of traffic studies before approving this development if they choose to do so and also with a recommendation that the City Council consider the meeting to be open to the public for comments so that the neighbors could be heard; also considering the statements by the developers that if it is the concern of the neighbors that they will relocate the park if needed; that the DRC comments be included and that otherwise it is in keeping with the overall master plan that has previously been approved and in general keeping with the health, safety and welfare of the citizens of Lehi; and that the developer has indicated that there are no entrances into the park except internally, that its elevated, and that through the discussion, we feel much better with where it is than what we originally did. Second by Matt Hemmert. Motion carried 5-1 with Janys Hutchings opposed.

Minutes from the Planning Commission meeting on February 11, 2016 are as follows:

- 5.4 ROB CLAUSON/THE 3N'S – REQUESTS PRELIMINARY SUBDIVISION REVIEW AND RECOMMENDATION OF MOUNTAIN POINT VILLAGE, A 37-LOT RESIDENTIAL DEVELOPMENT LOCATED AT 4800 NORTH TRAVERSE MOUNTAIN BLVD IN AN EXISTING PLANNED COMMUNITY ZONE.

Tippe Morlan presented the request and stated that this also came through as a concept. The Area Plan designated this area as HDR-B which allows for townhome units and they are within the density allowed. This meets the parking standards and the elevations exceed the requirements. They also meet the amenity requirements.

Rob Clauson was present for the request and stated that there is a trail that will be deeded back to the HOA. The play area will be fenced and there is a topography difference.

Jill Smith urged the commission to look at this space stating that this is an interesting corner to put a playground. She doesn't feel that this is planned well. There will be a huge amount of people on that road. You can't create this environment and give it an ok without thinking about the children. There is a school right next to this and a church on the other side. Think about what is best for the children at that school and the ones that walk to the school. She doesn't feel that this is the best plan for this land.

Brandon Floyd went over the surrounding developments and traffic in the area. He is concerned with the density and the volume of people that go through that 4-way stop.

Rob Ludlow stated that there will be a back flow of traffic and East Canyon channels back in and exits through Fox Canyon. He said to put a park at that intersection is not the best planning. He would suggest relooking at this – also look again at the grading for this.

Laurie Todd mentioned the traffic flow and she wonders about a north exit. She is concerned with fire safety.

Public Hearing closed at 8:59 p.m.

Jany's Hutchings asked about the northern access.

Brad Kenison said that we're working through the budgeting right now so it should go on the budget in the next year and a half. There is a fire station going in up there and they are hoping it will open in 2018.

Scott Dean asked about the process with the new residents up there now and putting a hold on the building up there at this point.

Kim Struthers said as long as they are operating within the confines of the Traverse Mountain Area Plan you can't just shut it off and they are operating within those limits, in fact they are requesting lower density that what is approved up there.

Scott Dean asked about a traffic study to address the concerns.

Kim Struthers said that when Hidden Canyon came in they did do a study showing when improvements needed to go in.

Brad Kenison said that the Area Plan does address traffic signals, etc. He doesn't know if there has been warranted a study to be done on this intersection yet or not.

Kim Struthers said that the parks and connections are in the Area Plan.

Discussed if a light went in at the intersection by the school. There are different things that are required at different stages of the Area Plan.

Kim Struthers said that with Hidden Canyon they have to have a second access out of that if they exceed 50 units.

Scott Dean asked if this development triggers a traffic study and do the issues raised by the citizens go to the City Council.

Jared Peterson said that there is plenty of room to have the playground to not be on that corner.

Rob Clauson said it can be moved by unit 9: if you're concerned that the park is too close then we can move it.

Dave Scoville lives in Eagle Summit and asked to be part of this project. This area is approved for 66 units and this has been brought down to 37. This road will be 20 feet wider.

Rob Ludlow said that he didn't realize that this will be walled off. He likes it where it is if there is no outside access from the street.

Kim Struthers said that staff would suggest a 4 foot fence instead of a 6 foot fence since we want that to look like the front of the buildings along there.

Motion:

Scott Dean moved to recommend approval of Rob Clauson/The 3 N's request for Preliminary Subdivision for Mountain Point Village, a 37-lot residential development located at 4800 North Traverse Mountain Blvd in an existing Planned Community zone with some concerns of addressing the concerns expressed tonight by the neighbors for traffic impacts not only caused by this development but by existing developments and others recently approved and ask the City Council to give some thought to the necessity of traffic studies before approving this development if they choose to do so and also with a recommendation that the City Council consider the meeting to be open to the public for comments so that the neighbors could be heard; also considering the statements by the developers that if it is the concern of the neighbors that they will relocate the park if needed; that the DRC comments be included and that otherwise it is in keeping with the overall master plan that has previously been approved and in general keeping with the health, safety and welfare of the citizens of Lehi; and that the developer has indicated that there are no entrances into the park except internally, that its elevated, and that through the discussion, we feel much better with where it is than what we originally did. Second by Matt Hemmert. Motion carried 5-1 with Janys Hutchings opposed.

**Mountain Point Village Preliminary Subdivision
DRC Redline Comments**

Rob Clauson/The 3Ns – Requests Preliminary Subdivision review of Mountain Point Village, a 37-lot residential development located at 4800 North Traverse Mountain Boulevard in an existing Planned Community zone. (second submittal – date of last review 1/13/16)

DRC Members Present: Glade Kirkham, Kerry Evans, Greg Allred, Todd Munger, Kim Struthers, Gary Smith, Ross Dinsdale, Steve Marchbanks

Representatives of the Applicant Present: Matt Brown, AJ Delpivo, Rob Clauson, Dave Scoville

Date of Plans Reviewed: 1/21/16

Time Start: 11:30

Time End: 12:00

CRITICAL ISSUE: Traverse Mountain water source is deficient for this development and must be resolved with the Engineering Department prior to final plat approval

DRC REDLINE COMMENTS:

Glade – Power: No comments

Kerry – Fire: No comments

Greg – Water/Sewer: No comments

Todd – Public Works: No comments

Kim – Planning:

1. Address the revegetation of the slope areas that will not be landscaped. Must meet the revegetation standards specified in the TM Area Plan.
2. Relabel open space area lots 1 and 2 to make it clear that it is open space and use a different label to differentiate from building lots

Gary – Building/Inspections: No comments

Mike – Public Works: No comments

Ross – Engineering: No comments

Steve – Parks:

3. Provide irrigation plan including overall irrigated area

DRC GENERAL COMMENTS:

1. Maintain all PUEs
2. PI and culinary impact fees need to be paid up front with certificates issued
3. Locate the existing power equipment on the drawing and show existing locations
4. At the time of final plat, label the backyard sewer as private for the single family lots
5. At final, provide an erosion control plan with BMPs
6. Staff would support small changes to the building elevations that allow for variety in product while still maintaining the overall theme and compliance with the Design Standards for Chapter 37

THIS ITEM WILL BE SCHEDULED FOR PLANNING COMISSION FEBRUARY 11, 2016

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



MEMO

To: Lehi City
Date: December 30, 2015
Subject: Mountain Point Village

The Mountain Point Village Subdivision will be a new 37 lot residential subdivision on the northeast corner of Traverse Mountain Blvd and Fox Canyon Road. It will consist of 4 single-family lots and 33 townhome units. The single-family lots will have driveway accesses onto Ravencrest Lane and the townhomes will have new streets with an access onto Traverse Mountain Blvd and Fox Canyon Road. The current zoning of the parcel is PC. The new subdivision will have driveways, sidewalks, curb and gutter, recreation areas and open space. There will be two phases, with the townhomes in one phase and the single-family homes in another phase.

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Mountain Pointe Village

Description:

Travers Mountain, Eagle Summit phase 2 lot #296, 6.4 acres, tax identification number 38 - 366 - 0296/.

Mountain Pointe Village is a planned development within Travers Mountain witch has vested rights of 66 dwelling units.

The project will be for 33 townhomes. 37 in phase 1, 11 in phase 2 and 4 single-family lots.

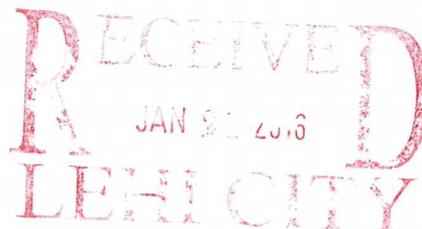
The property is on the corner of Travers Mountain Boulevard and Fox Canyon Road the property is vacant with no structures on site. The property is just north of the elementary school on Travers Mountain Boulevard and South of the LDS church.

The project for the 5 single-family homes is located on Raven Crest Road. Lot number 5 with the trail will be sold to the TM HOA.

Mountain Pointe Village will be a private community with a significant amount of amenities for the homeowners. All owners shall be members of Travers Mountain homeowners Association/Mountain pointe Village homeowners Association. Which will maintain all on-site amenities. Amenities will be built by the developed to the standards of Lehi city with landscaped areas,4 picnic areas, one sport court 25'x20', and 2 playground's.

Mountain Pointe Village will maintain a high standard of building material meeting and exceeding the city's architectural standard chapter 37.040 A -3 of 51% or more of each facade shall be constructed of the following exterior building material: brick, stone, fiber/cement siding, hardy board or other durable material. See attached for some proposed building elevations and floor plans. Units 5 thur 12, 19 thur 25 will be stepped to reduce the impact of retaining walls. The Middle units building envelope will be 26 x 48 1,248 square foot with a design landscaped courtyard. The end units building envelope will be 30 x 48 1,440 square foot with a design landscape courtyard. (see attach 1 photo and renderings)

Unit entrance are oriented towards the street like Fox Canyon and Traverse Mountain Boulevard will have read-loading garages. (See attach 2 photo's). Standards chapter 37.040 A-5



Amenities:

Street lighting shall be patterned after subdivisions existing in Traverse Mountain. Within the proposed site we will have quality Street furnishings park benches drinking fountain. The landscaping of pocket parks and open areas will be landscape within the design patterns of Traverse Mountain HOA and the city of Lehi design standards. One sports court 25 x 20, 2- Tod lots will be 5 to 12-year-old age, for 15 to 25 kids with softfall underneath. (See attached 3 photo). Community picnic pavilion area (15x10) and a mailbox will have the same design theme with arching roofs, community logo or brand, matching brick or stone used throughout the community and a community barbecue (See attached 4 sketch) community mailbox will have a similar to the community picnic pavilion area community brand logo on the side and recessed lighting (see attached 4 sketch). Fencing will match existing fence styles within Travers Mountain wrought iron with stone pillars in between (see attach 5 photo).

The project will have over 1400 ft.² of trail. currently along Travers Mountain Boulevard there is 645 ft.² of 8 foot wide asphalt trail. Up Fox Canyon Road is approximately 500 ft.² of eight-foot wide asphalt trail. (see attach 6 photos)

Any areas that will require of retaining shall be certified by a licensed engineer and proper permits from the city of Lehi. Any wall design will match existing wall standards within Travers Mountain (see attached 7 photo).

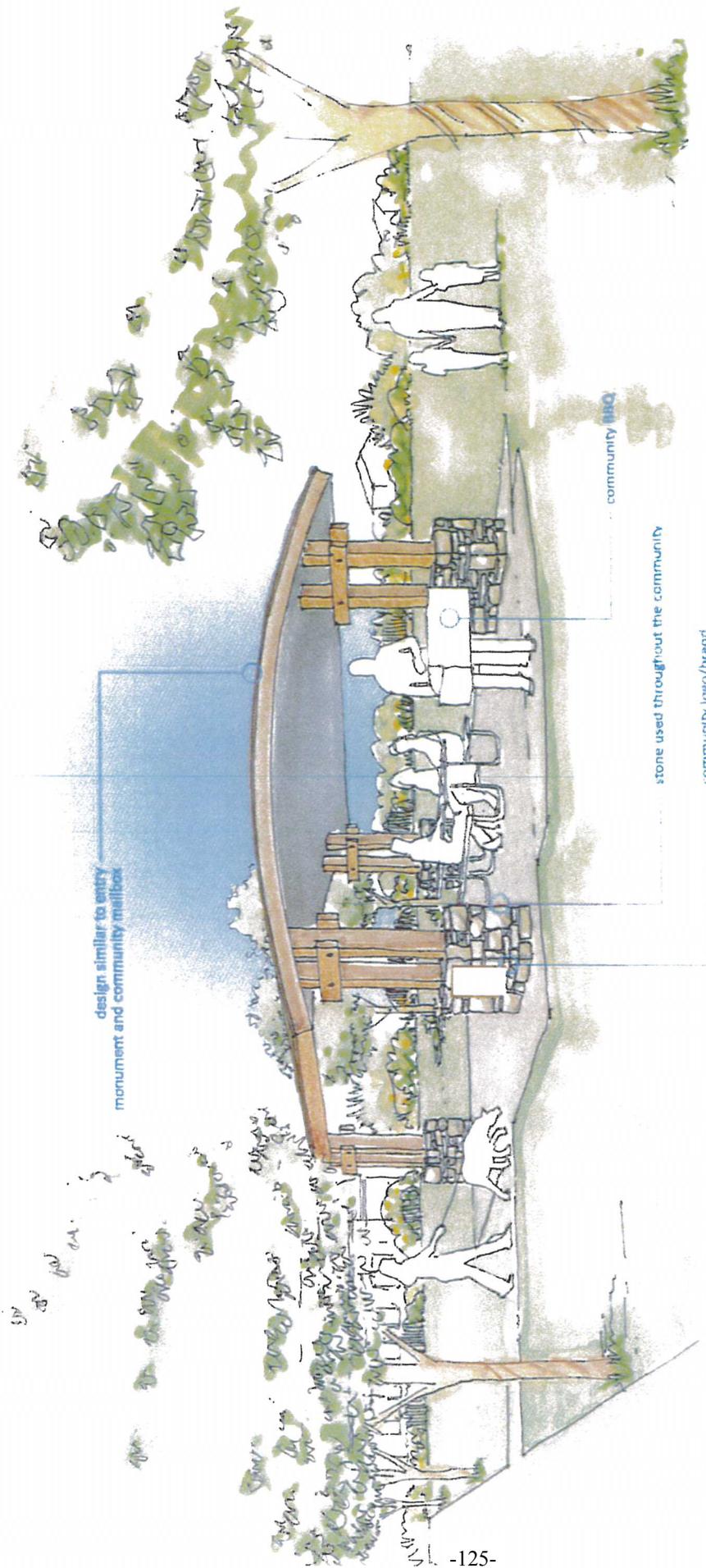
The project will have guest parking stalls to accommodate 33 Townhome units.

The project will have two landscape monuments one on the corner of Fox Canyon and Travers Mountain Boulevard. The other will be on the main entry off of Travelers Mountain Boulevard (see attached 8 photo).

Attach 9 area photo



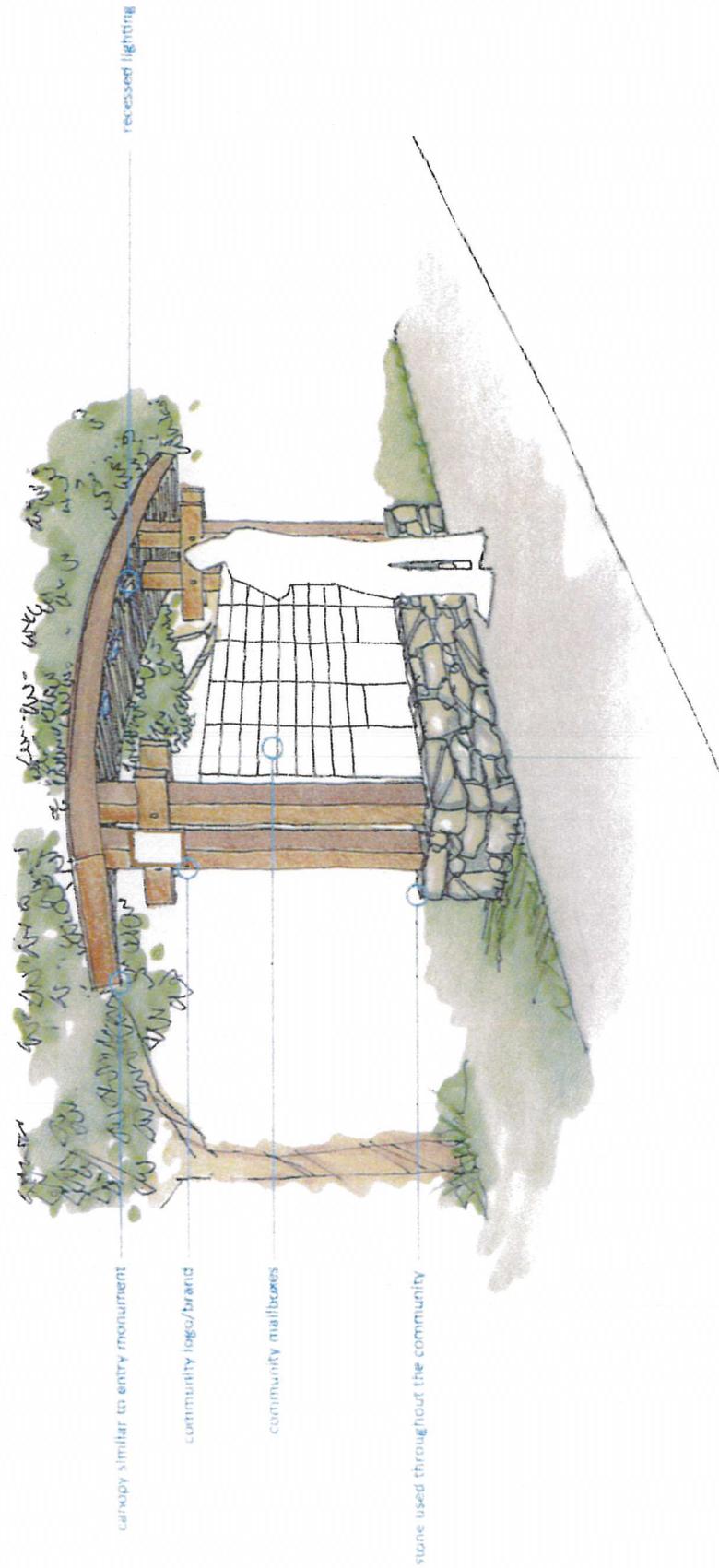
sample of playground equipment



blū

community

540 West 42nd Street
 4th Floor, Suite 401
 Chicago, IL 60609
 p 312.911.7592



blū community mailbox

the blue design
45 W. COBBLE, 4th floor
Smyrna, GA 30080
p. 404.433.7324



sample of picnic area



If any fencing is required we'll match what was currently within Traverse Mountain



Asphalt trail on Travers Mountain Boulevard and Fox Canyon Road over 1200 ft.² of trails by 8 feet wide. picture above is on Travers Mountain Boulevard picture below is on Fox Canyon Road





Retaining walls matching what is currently in Travers Mountain.



Entry monuments on the corner of Fox Canyon and Travers Mountain Boulevard





1 Mountain Pointe Village Traverse Mountain Boulevard and Fox Canyon Road

Utah County Parcel Map

369880025



Date: 5/15/2015

This plat is for reference only and no liability is assumed for any inaccuracies, incorrect data or variations with an actual survey

Generated from the Recorder's Online Parcel Map



single-family lots Raven Crest



**TABLE 37.080
MULTI-FAMILY DEVELOPMENT AMENITIES REQUIREMENTS**

# UNITS	PICNIC AREA	SPORTS COURT	PLAYGROUND	CLUB HOUSE	POOL/TENNIS COURT/SPLASH PAD
10-30	2	1	1	-	-
30-50	4	1	2	-	-
50-100	6	1	2	1 – Min 750 Sq. Ft.	-
100-200	8	1	3	1 – Min 750 Sq. Ft.	1
200-300	10	2	4	1 – Min 750 Sq. Ft.	1
300-400	12	2	5	1 – Min 1,500 Sq. Ft.	2
400-500	14	2	6	1 – Min 1,500 Sq. Ft.	2
500+	16	2	7	1 – Min 2,000 Sq. Ft.	2

*Amenities may be combined into upgraded amenities at the discretion of the Planning Commission.

MOUNTAIN POINT VILLAGE

A RESIDENTIAL SUBDIVISION

LOCATED IN A PORTION OF SECTIONS 30 & 31,
TOWNSHIP 4 SOUTH, RANGE 1 EAST,
SALT LAKE BASE AND MERIDIAN
LEHI CITY, UTAH COUNTY, UTAH

DECEMBER 30, 2015

ZONE: PC

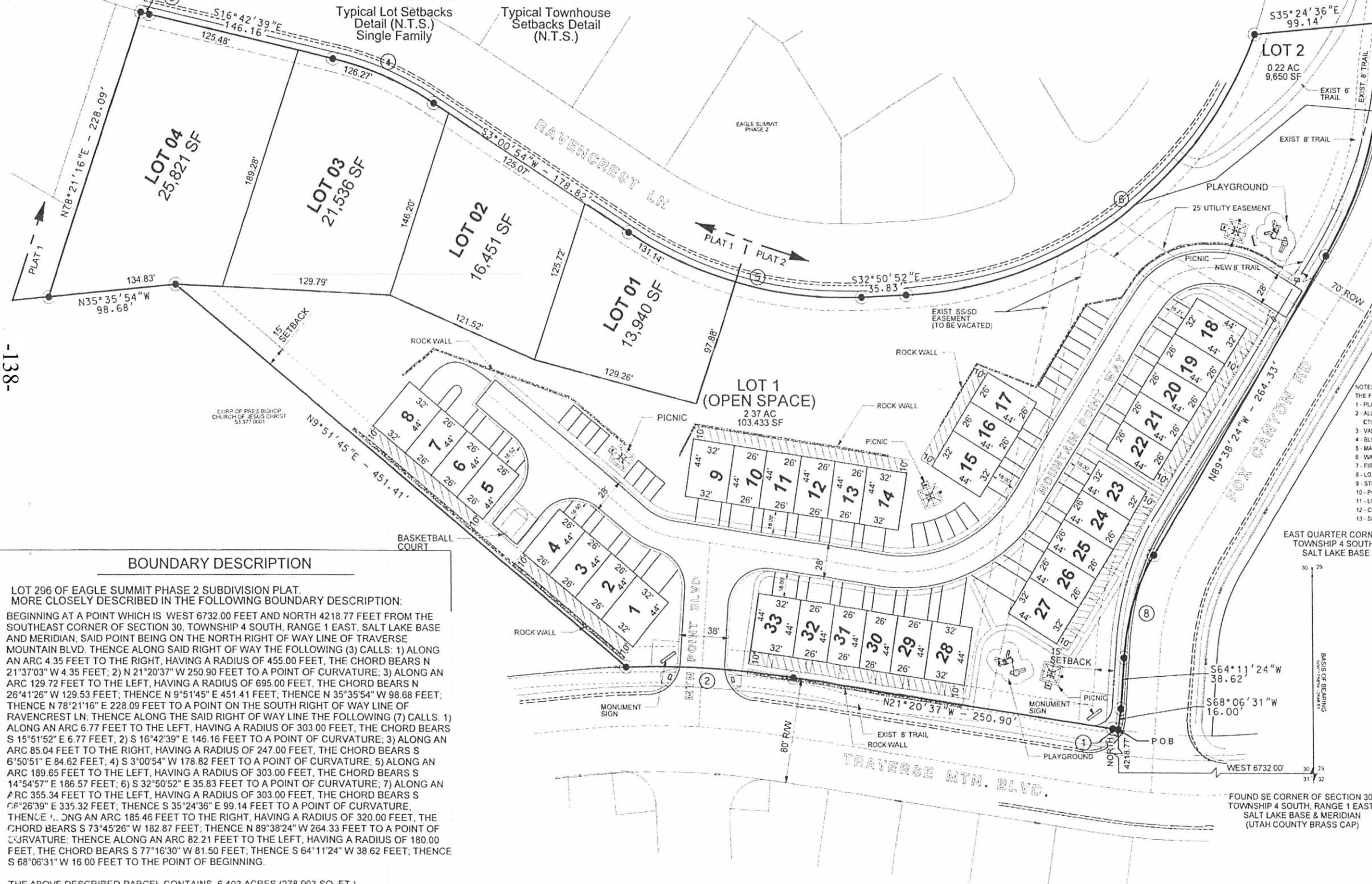
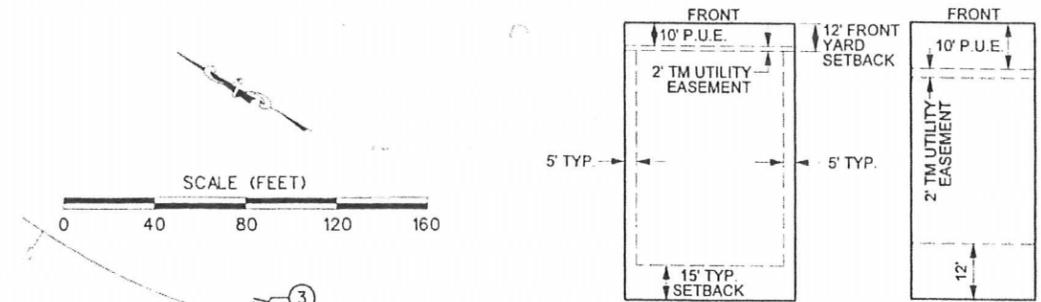
CURVE	DELTA	RADIUS	LENGTH	CHORD	BEARING
1	0° 32' 52"	455.00	4.35	4.35	N 21° 37' 03" W
2	10° 41' 38"	695.00	129.72	129.53	N 26° 41' 26" W
3	1° 16' 46"	303.00	6.77	6.77	S 15° 51' 52" E
4	19° 43' 35"	247.00	85.04	84.62	S 6° 50' 51" E
5	35° 51' 43"	303.00	189.65	186.57	S 14° 54' 57" E
6	67° 11' 35"	303.00	355.34	335.32	S 66° 26' 39" E
7	33° 12' 21"	320.00	185.46	182.87	S 73° 45' 26" W
8	26° 10' 09"	180.00	82.21	81.50	S 77° 16' 30" W



MW BROWN ENGINEERING, INC.
Office: (801) 372-1700 Fax: (801) 372-1780
578 East 770 North, Orem UT 84057



REV.	DATE	DESCRIPTION



VICINITY MAP

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- NOTES
- THE FOLLOWING ITEMS WILL BE REVIEWED AT THE TIME OF FINAL PLAT REVIEW
 - PLAN & PROFILE CONSTRUCTION DRAWINGS OF PUBLIC IMPROVEMENTS
 - ALL PIPE TYPES, SPECIFIC LOCATIONS & DETAILS (BENDS, DETECTOR TAPE ETC.)
 - VALVES
 - BLOWOFFS INCLUDING SIZE TYPES & PROTECTION
 - MAN-HOLES, BOXES AND RELATED DETAILS
 - WATER & SEWER SERVICES DETAILS
 - FIRE HYDRANTS
 - LOT LINE UTILITY EASEMENTS
 - STREET LIGHTS/STREET SIGNS/TRAFFIC SIGNS
 - POWER LINE EXTENSIONS & DOME/TRANSFORMER LOCATIONS
 - LOT ADDRESSES
 - CBR VALUES AND ROAD SUB-BASE
 - SUBDIVISION MONUMENTATION AND LOT CORNER MARKERS

EAST QUARTER CORNER OF SECTION 30,
TOWNSHIP 4 SOUTH, RANGE 1 EAST,
SALT LAKE BASE AND MERIDIAN

NOTE:
THE EASEMENTS WILL BE SHOWN ON THE PLAT.

SITE PLAN AREAS	
TOTAL ACREAGE	6.403 ACRES
NUMBER OF LOTS	33 LOTS
UNITS PER ACRE	6.08 UNITS
OPEN SPACE	2.71 AC.

LEGEND	
	SUBDIVISION BOUNDARY
	LOT LINE
	2' TM UTILITY EASEMENT
	PUBLIC UTILITY EASEMENT
	FOUND SECTION CORNER
	SUBDIVISION BOUNDARY CORNER
	UNIMPROVED COMMON AREA

BOUNDARY DESCRIPTION

LOT 296 OF EAGLE SUMMIT PHASE 2 SUBDIVISION PLAT. MORE CLOSELY DESCRIBED IN THE FOLLOWING BOUNDARY DESCRIPTION:
BEGINNING AT A POINT WHICH IS WEST 6732.00 FEET AND NORTH 4218.77 FEET FROM THE SOUTHEAST CORNER OF SECTION 30, TOWNSHIP 4 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, SAID POINT BEING ON THE NORTH RIGHT OF WAY LINE OF TRAVERSE MOUNTAIN BLVD., THENCE ALONG SAID RIGHT OF WAY LINE OF TRAVERSE MOUNTAIN BLVD. THENCE ALONG SAID RIGHT OF WAY LINE OF THE FOLLOWING (3) CALLS: 1) ALONG AN ARC 4.35 FEET TO THE RIGHT, HAVING A RADIUS OF 455.00 FEET, THE CHORD BEARS N 21° 37' 03" W 4.35 FEET; 2) N 21° 20' 37" W 250.90 FEET TO A POINT OF CURVATURE; 3) ALONG AN ARC 129.72 FEET TO THE LEFT, HAVING A RADIUS OF 695.00 FEET, THE CHORD BEARS N 26° 41' 26" W 129.53 FEET; THENCE N 9° 51' 45" E 451.41 FEET; THENCE N 35° 35' 54" W 98.68 FEET; THENCE N 78° 21' 16" E 228.09 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF RAVENCREST LN.; THENCE ALONG THE SAID RIGHT OF WAY LINE OF THE FOLLOWING (7) CALLS: 1) ALONG AN ARC 6.77 FEET TO THE LEFT, HAVING A RADIUS OF 303.00 FEET, THE CHORD BEARS S 15° 51' 52" E 6.77 FEET; 2) S 16° 42' 39" E 146.16 FEET TO A POINT OF CURVATURE; 3) ALONG AN ARC 85.04 FEET TO THE RIGHT, HAVING A RADIUS OF 247.00 FEET, THE CHORD BEARS S 6° 50' 51" E 84.62 FEET; 4) S 3° 00' 54" W 178.82 FEET TO A POINT OF CURVATURE; 5) ALONG AN ARC 189.65 FEET TO THE LEFT, HAVING A RADIUS OF 303.00 FEET, THE CHORD BEARS S 14° 54' 57" E 186.57 FEET; 6) S 32° 50' 52" E 35.83 FEET TO A POINT OF CURVATURE; 7) ALONG AN ARC 355.34 FEET TO THE LEFT, HAVING A RADIUS OF 303.00 FEET, THE CHORD BEARS S 66° 26' 39" E 335.32 FEET; THENCE S 35° 24' 36" E 99.14 FEET TO A POINT OF CURVATURE, THENCE ALONG AN ARC 185.46 FEET TO THE RIGHT, HAVING A RADIUS OF 320.00 FEET, THE CHORD BEARS S 73° 45' 26" W 182.87 FEET; THENCE N 89° 38' 24" W 264.33 FEET TO A POINT OF CURVATURE; THENCE ALONG AN ARC 82.21 FEET TO THE LEFT, HAVING A RADIUS OF 180.00 FEET, THE CHORD BEARS S 77° 16' 30" W 81.50 FEET; THENCE S 64° 11' 24" W 38.62 FEET; THENCE S 68° 06' 31" W 16.00 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL CONTAINS 6.403 ACRES (278,903 SQ. FT.)

DEVELOPER / LAND OWNER:
THE 3 N'S
ROB OLSON
3940 N TRAVERSE MTN BLVD
SUITE 200
HIGHLAND, UT 84003
PHONE: 801-368-0349
ENGINEER / SURVEYOR:
M. W. BROWN ENGINEERING
MATT BROWN
578 E. 770 N.
OREM, UT 84057
PHONE: 801-372-1700

1-800-662-4111
811
Know what's below.
Call before you dig.

PROJECT NO. 2015-056
SHEET NO. 1.00

MOUNTAIN POINT VILLAGE
TRAVERSE MOUNTAIN, LEHI UTAH
PRELIMINARY PLAT

Title: _____
Location: _____
Drawing Name: _____

#9

-139-



-140-



#6.



ARIVE HOMES
www.arivehomes.com

NEW RESIDENCE FOR:

Art City
Townhomes

ADDRESS:

Approx. 700 North 100 East
Springville, Utah

11/13/2015 10:36:50 AM

PROJECT #Project Number



Cover Sheet

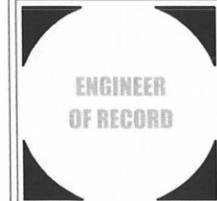
DRAWING TITLE:

SCALE:

1 3D View 3
A-1 WHEN PRINTED ON 24"x36"

Art City Townhomes

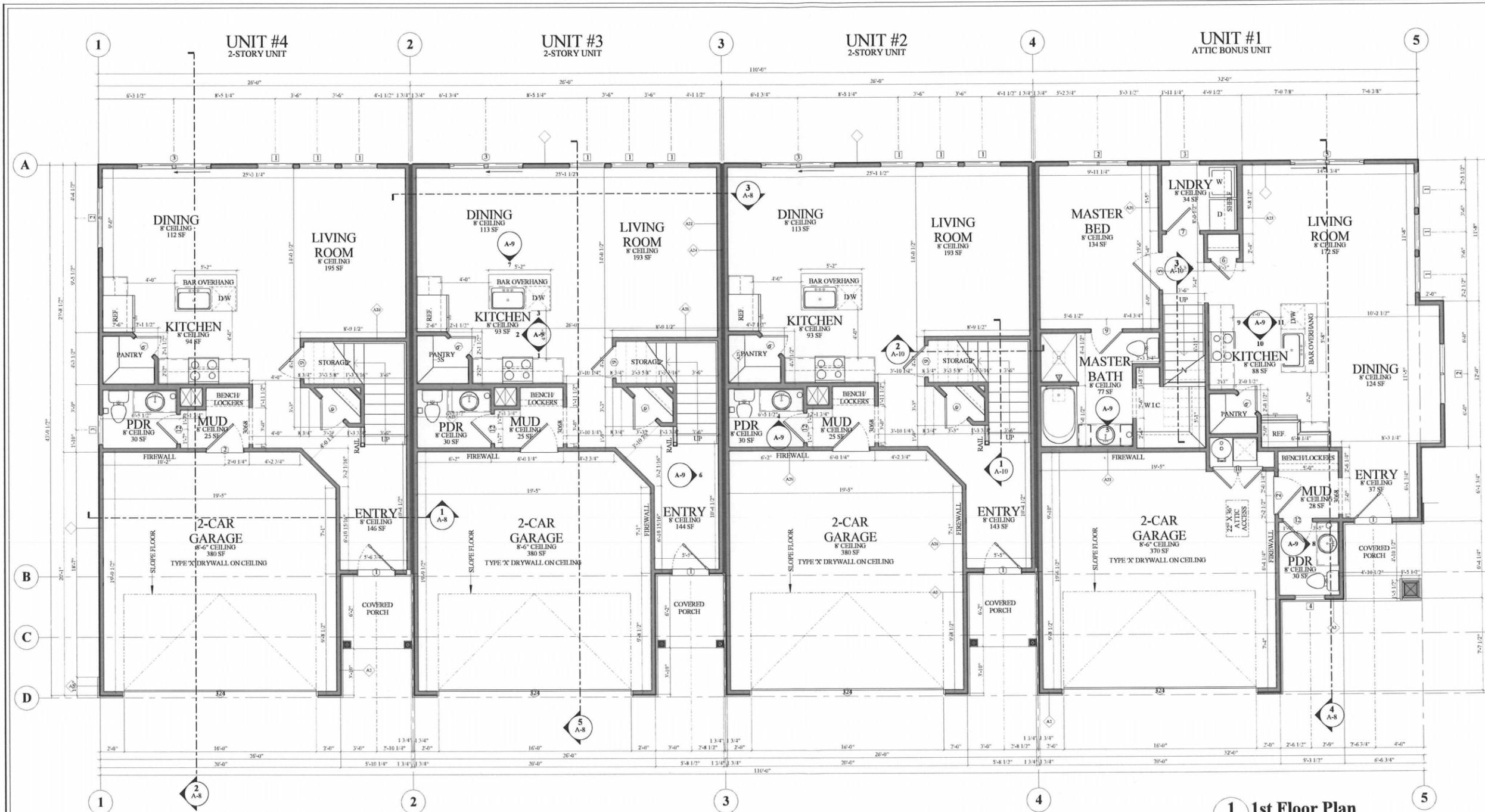
Springville, Utah



DATE	REVISION

Drawn: Author | Checked: JDC

SHEET:
A-1



1 1st Floor Plan
A-4 1/4" = 1'-0" WHEN PRINTED ON 24"x36"

Door Schedule						
Type Mark	Type	Description	Swing	Width	Rough Width	Height Count
1	Door_Exterior Single Swing 1/3 Lite 3068	Ext. Single Swing Door - 1/3 Lite		3'-0"	3'-2"	6'-8" 4
2	Door_Exterior Single Swing Fire Rated 3068	Ext. Single Swing Fire Rated Door		3'-0"	3'-2"	6'-8" 4
3	Door_Exterior Sliding Glass 6068	Ext. Sliding Glass Door		3'-0"	6'-2"	6'-8" 4
5	Door_Interior Single Swing 3068	Int. Single Swing Door	L	3'-0"	3'-2"	6'-8" 7
6	Door_Interior Single Swing 2068	Int. Single Swing Door		2'-0"	2'-2"	6'-8" 6
7	Door_Interior Single Swing 2868	Int. Single Swing Door	L	2'-8"	2'-10"	6'-8" 1
8	Door_Interior Single Swing 1668	Int. Single Swing Door	L	1'-6"	1'-8"	6'-8" 3
9	Door_Interior Single Swing 2668	Int. Single Swing Door		2'-6"	2'-8"	6'-8" 19
10	Door_Exterior Double Swing 2068	Ext. Double Swing Door		4'-0"	4'-2"	6'-8" 1
12	Door_Interior Single Swing 2468	Int. Single Swing Door		2'-4"	2'-6"	6'-8" 16
13	Door_Interior Double Swing 2668	Int. Double Swing Door		2'-6"	5'-2"	6'-8" 8
324	Garage Door_Carriage Style w/ Lite 16080	2 Car Garage Door - Carriage Style w/ Lite		16'-0"	16'-3"	8'-0" 4

Window Schedule			
Type Mark	Type	Description	Count
1	Window_Single Hung 3050	Single Hung Window	14
2	Window_Glider 5050	Glider Window	3
3	Window_Single Hung 2640	Single Hung Window	3
4	Window_Fixed 2626	Fixed Window	1
5	Window_Single Hung 3650	Single Hung Window	4
6	Window_Glider 3010	Glider Window	3
7	Window_Glider 5046	Glider Window	4
8	Window_Single Hung 3046	Single Hung Window	1
9	Window_Glider 4040	Glider Window	3
10	Window_Twin Fixed 2010	Twin Fixed Window	3
11	Vent_Round Louver - 12"x18"	Louver Vent - Square	6
12	Vent_Foundation 24"x12"	Foundation Vent - Square	6
13	Vent_Foundation 12"x6"	Foundation Vent - Square	6

Wall Schedule	
Type Mark	Type
A1	Ext_2x4 Hardie - Gypsum
A2	Ext_2x4 Hardie - Gypsum Band
A3	Ext_2x4 Hardie - Unfinished
A4	Ext_2x4 Hardie Siding - Unfinished
	Ext_2x4 Shake - Gypsum
A5	Ext_2x4 Stone - Gypsum
A6	Ext_2x4 Stone - Unfinished
	Ext_2x4 Stucco - Gypsum
A7	Ext_2x4 Vertical - Gypsum
A8	Ext_2x4 Vertical - Unfinished
A9	Ext_2x4 Vertical - Unfinished Bottom Band

Wall Schedule	
Type Mark	Type
A13	Ext_2x6 Hardie - Unfinished
A17	Fndn Footing_8x20
	Fndn Footing_10x20
A18	Fndn Wall_Bin
A19	Fndn Wall_10In
A20	Int_2x4 Gypsum - Gypsum
A21	Int_2x4 Gypsum - Unfinished
	Int_2x4 Unfinished
A22	Int_2x4 Unfinished - Gypsum
A23	Int_2x6 Gypsum - Gypsum
A24	Shaft Liner

SQUARE FOOTAGE	
Unit #1	
1st Floor Livable	893 SF
2nd Floor Livable	488 SF
Unit #2	
1st Floor Livable	893 SF
2nd Floor Livable	893 SF
Unit #3	
1st Floor Livable	893 SF
2nd Floor Livable	1666 SF
Unit #4	
1st Floor Livable	684 SF
2nd Floor Livable	1005 SF
Grand Total	5402 SF



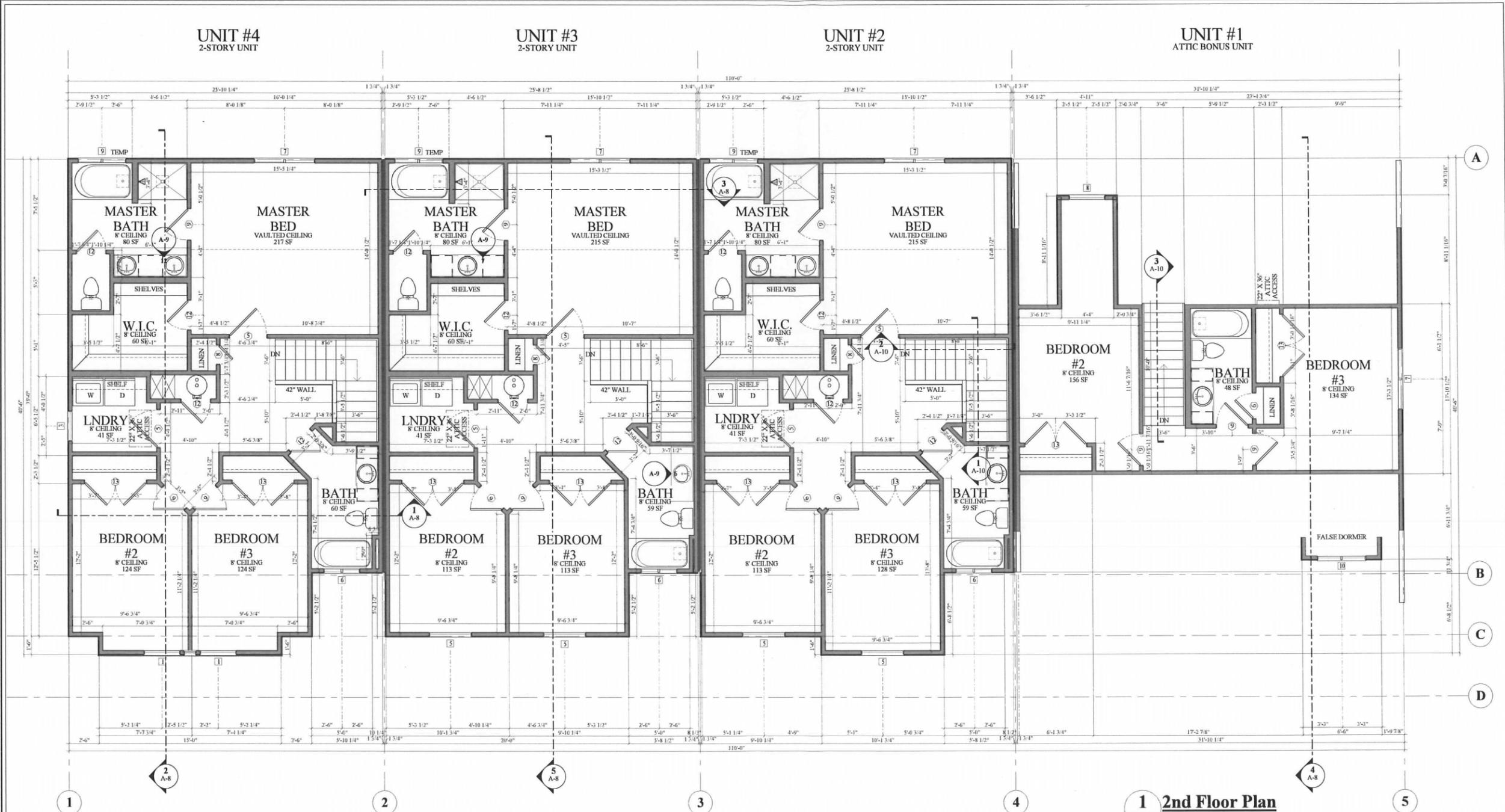
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Art City Townhomes
ADDRESS:
Approx. 700 North 100 East
Springville, Utah
11/13/2015 10:36:52 AM
PROJECT #Project Number

DRAWING TITLE:
1st Floor Plan
SCALE:
1/4" = 1'-0"



DATE	REVISION

Drawn: Author | Check: Checker
SHEET:
A-4



Door Schedule

Type Mark	Type	Description	Swing	Width	Rough Width	Height	Count
1	Door_Exterior Single Swing 1/3 Lite 3068	Ext. Single Swing Door - 3/4 Lite		3'-0"	3'-2"	6'-8"	4
2	Door_Exterior Single Swing Fire Rated 3068	Ext. Single Swing Fire Rated Door		3'-0"	3'-2"	6'-8"	4
3	Door_Exterior Sliding Glass 6068	Ext. Sliding Glass Door		3'-0"	6'-2"	6'-8"	4
5	Door_Interior Single Swing 3068	Int. Single Swing Door	L	3'-0"	3'-2"	6'-8"	7
6	Door_Interior Single Swing 2068	Int. Single Swing Door		2'-0"	2'-2"	6'-8"	6
7	Door_Interior Single Swing 2868	Int. Single Swing Door	L	2'-8"	2'-10"	6'-8"	1
8	Door_Interior Single Swing 1668	Int. Single Swing Door	L	1'-6"	1'-8"	6'-8"	3
9	Door_Interior Single Swing 2668	Int. Single Swing Door		2'-6"	2'-8"	6'-8"	19
10	Door_Exterior Double Swing 2068	Ext. Double Swing Door		4'-0"	4'-2"	6'-8"	1
12	Door_Interior Single Swing 2468	Int. Single Swing Door		2'-4"	2'-6"	6'-8"	16
13	Door_Interior Double Swing 2668	Int. Double Swing Door		2'-6"	5'-2"	6'-8"	8
324	Garage Door_Carriage Style w/ Lite 16080	2 Car Garage Door - Carriage Style w/ Lite		16'-0"	16'-3"	8'-0"	4

Window Schedule

Type Mark	Type	Description	Count
1	Window_Single Hung 3050	Single Hung Window	14
2	Window_Glider 5050	Glider Window	3
3	Window_Single Hung 2640	Single Hung Window	3
4	Window_Fixed 2626	Fixed Window	1
5	Window_Single Hung 3650	Single Hung Window	4
6	Window_Glider 3010	Glider Window	3
7	Window_Glider 5046	Glider Window	4
8	Window_Single Hung 3046	Single Hung Window	1
9	Window_Glider 4040	Glider Window	3
10	Window_Twin Fixed 2010	Twin Fixed Window	3
11	Vent_Round Louver - 12"x18"	Louver Vent - Square	6
12	Vent_Foundation 24"x12"	Foundation Vent - Square	6
13	Vent_Foundation 12"x6"	Foundation Vent - Square	6

Wall Schedule

Type Mark	Type
A1	Ext_2x4 Hardie - Gypsum
A2	Ext_2x4 Hardie - Gypsum Band
A3	Ext_2x4 Hardie - Unfinished
A4	Ext_2x4 Shake - Gypsum
A5	Ext_2x4 Stone - Gypsum
A6	Ext_2x4 Stone - Unfinished
A7	Ext_2x4 Stucco - Gypsum
A8	Ext_2x4 Vertical - Gypsum
A9	Ext_2x4 Vertical - Unfinished Bottom Band

Wall Schedule

Type Mark	Type
A13	Ext_2x6 Hardie - Unfinished
A17	Fndn Footing_8x20
A18	Fndn Footing_10x20
A19	Fndn Wall_8in
A20	Int_2x4 Gypsum - Gypsum
A21	Int_2x4 Gypsum - Unfinished
A22	Int_2x4 Unfinished - Gypsum
A23	Int_2x6 Gypsum - Gypsum
A24	Shaft Liner

SQUARE FOOTAGE

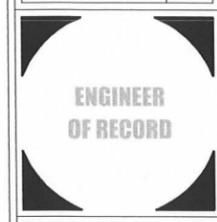
Unit	Room	Area
Unit #1	1st Floor Livable	883 SF
	2nd Floor Livable	488 SF
Unit #2	1st Floor Livable	883 SF
	2nd Floor Livable	883 SF
Unit #3	1st Floor Livable	983 SF
	2nd Floor Livable	883 SF
Unit #4	1st Floor Livable	684 SF
	2nd Floor Livable	1005 SF
Grand Total		6402 SF

1 2nd Floor Plan
A5
1/4" = 1'-0" WHEN PRINTED ON 24"x36"



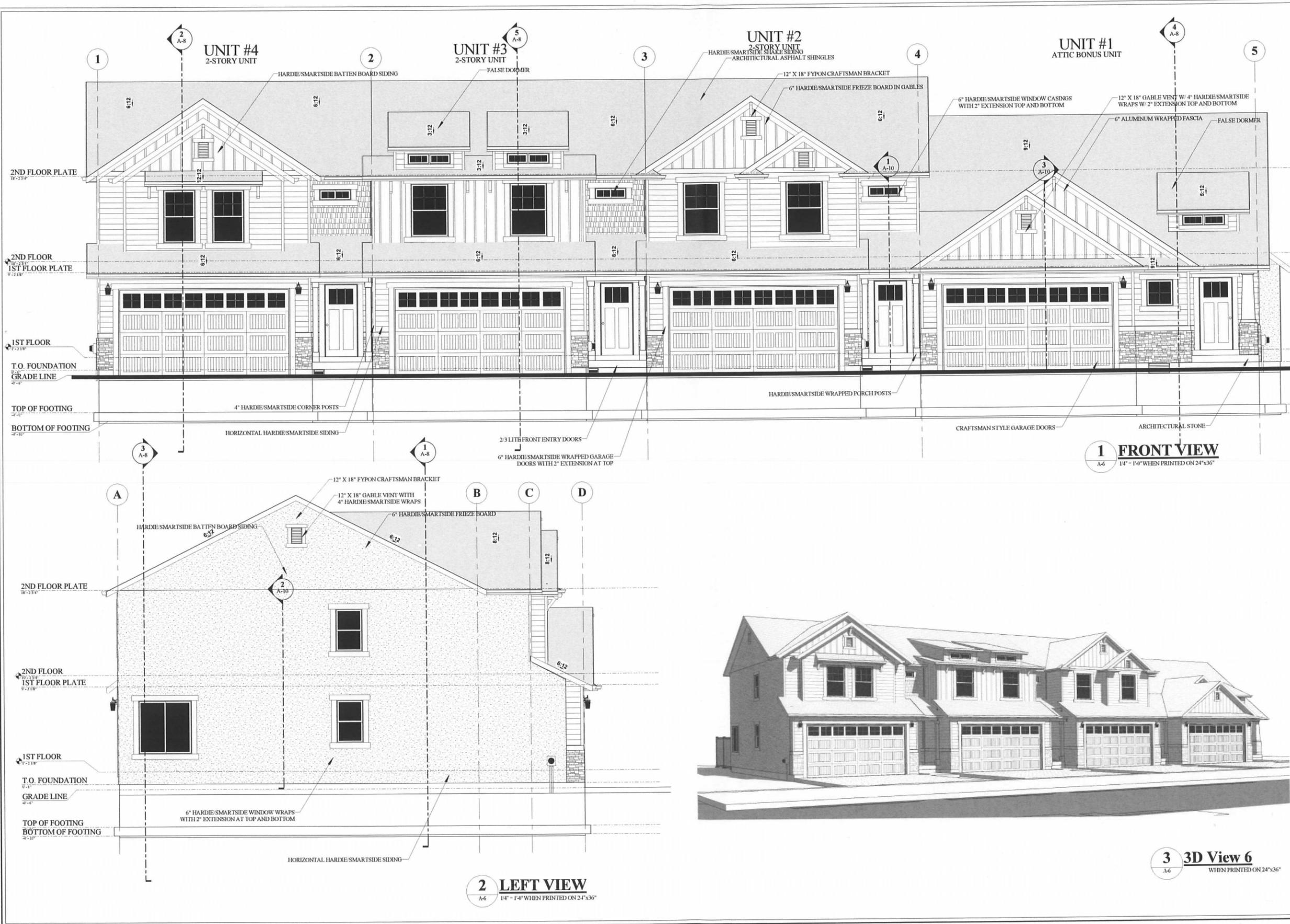
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Art City Townhomes
ADDRESS:
Approx. 700 North 100 East
Springville, Utah
11/13/2015 10:36:53 AM
PROJECT #Project Number

DRAWING TITLE:
2nd Floor Plan
SCALE:
1/4" = 1'-0"



DATE	REVISION

Drawn: Author | Check: Checker
SHEET:
A-5



NEW RESIDENCE FOR:
Art City Townhomes
ADDRESS:
Approx. 700 North 100 East
Springville, Utah
11/13/2015 10:36:58 AM
PROJECT #Project Number

Elevations

DRAWING TITLE:

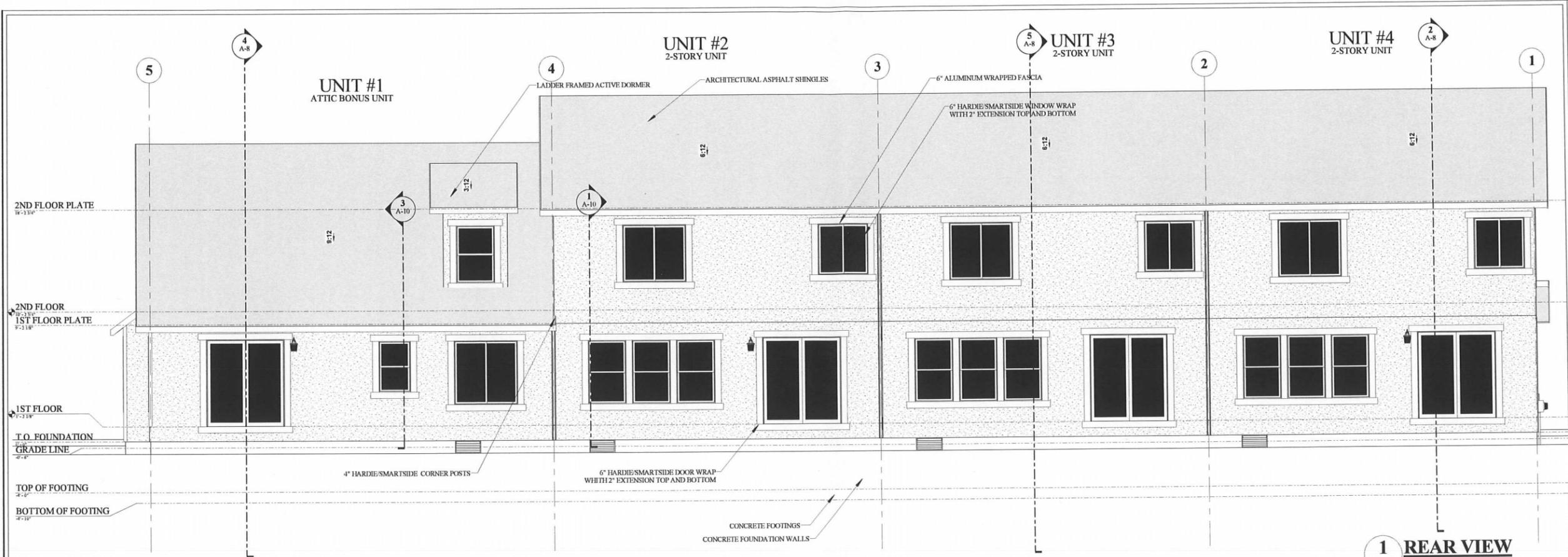
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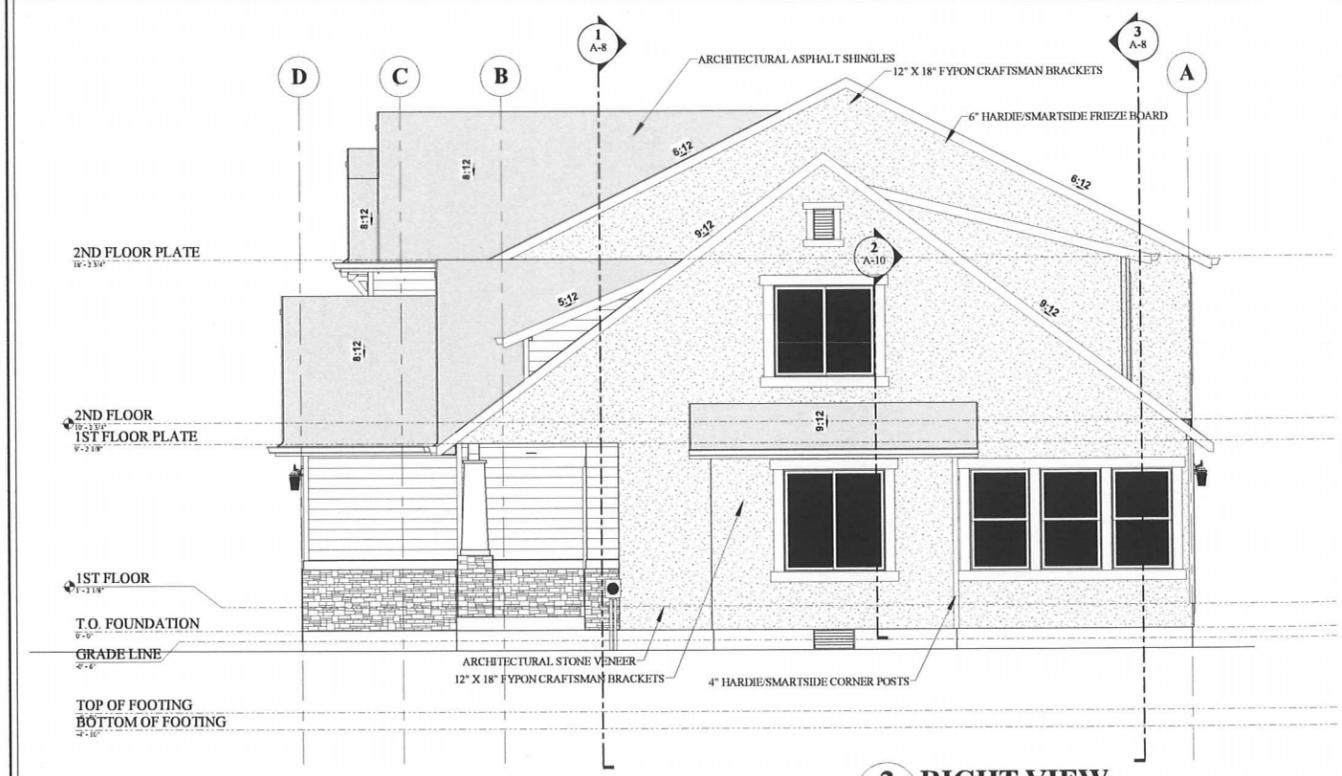
DATE	REVISION

Drawn: Author | Check: Checker

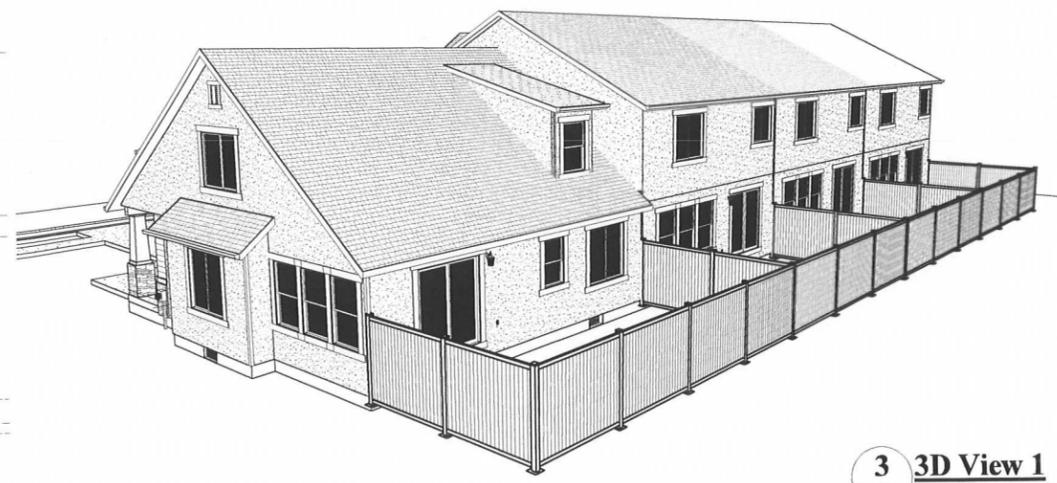
SHEET:
A-6



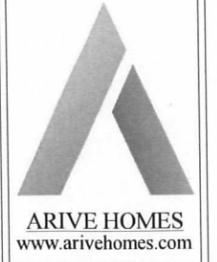
1 REAR VIEW
A-7 1/4" = 1'-0" WHEN PRINTED ON 24"x36"



2 RIGHT VIEW
A-7 1/4" = 1'-0" WHEN PRINTED ON 24"x36"



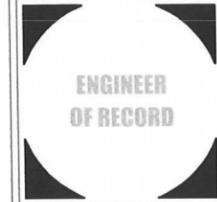
3 3D View 1
A-7 WHEN PRINTED ON 24"x36"



NEW RESIDENCE FOR:
Art City Townhomes
ADDRESS:
Approx. 700 North 100 East
Springville, Utah
11/13/2015 10:37:00 AM
PROJECT #Project Number

DRAWING TITLE: Elevations

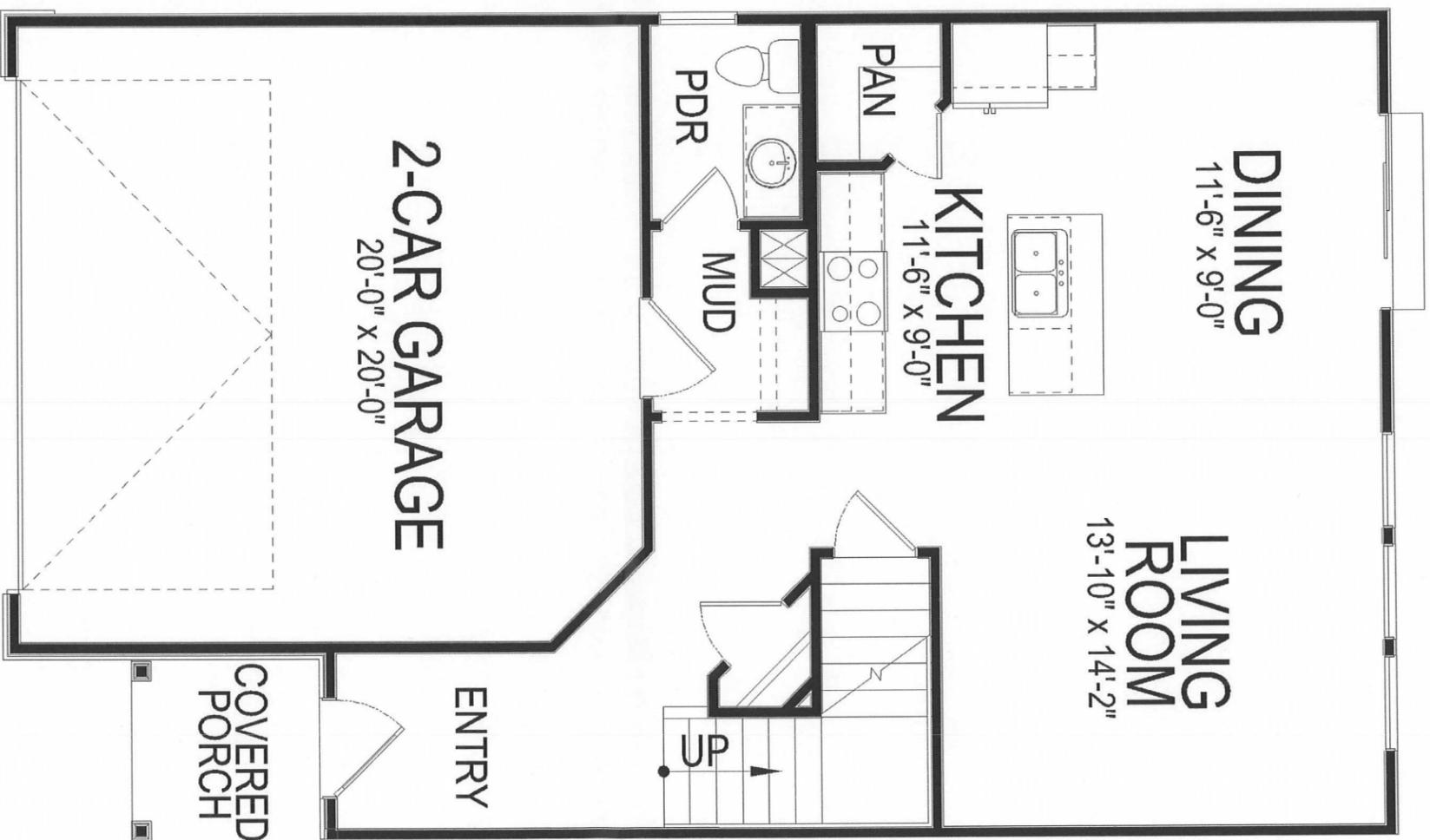
SCALE: 1/4" = 1'-0"



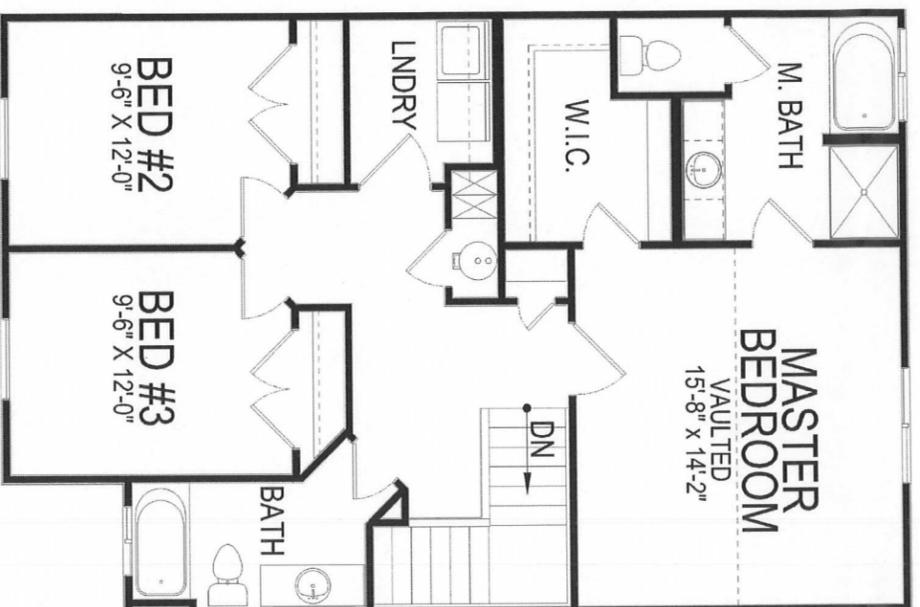
DATE	REVISION

Drawn: Author | Check: Checker

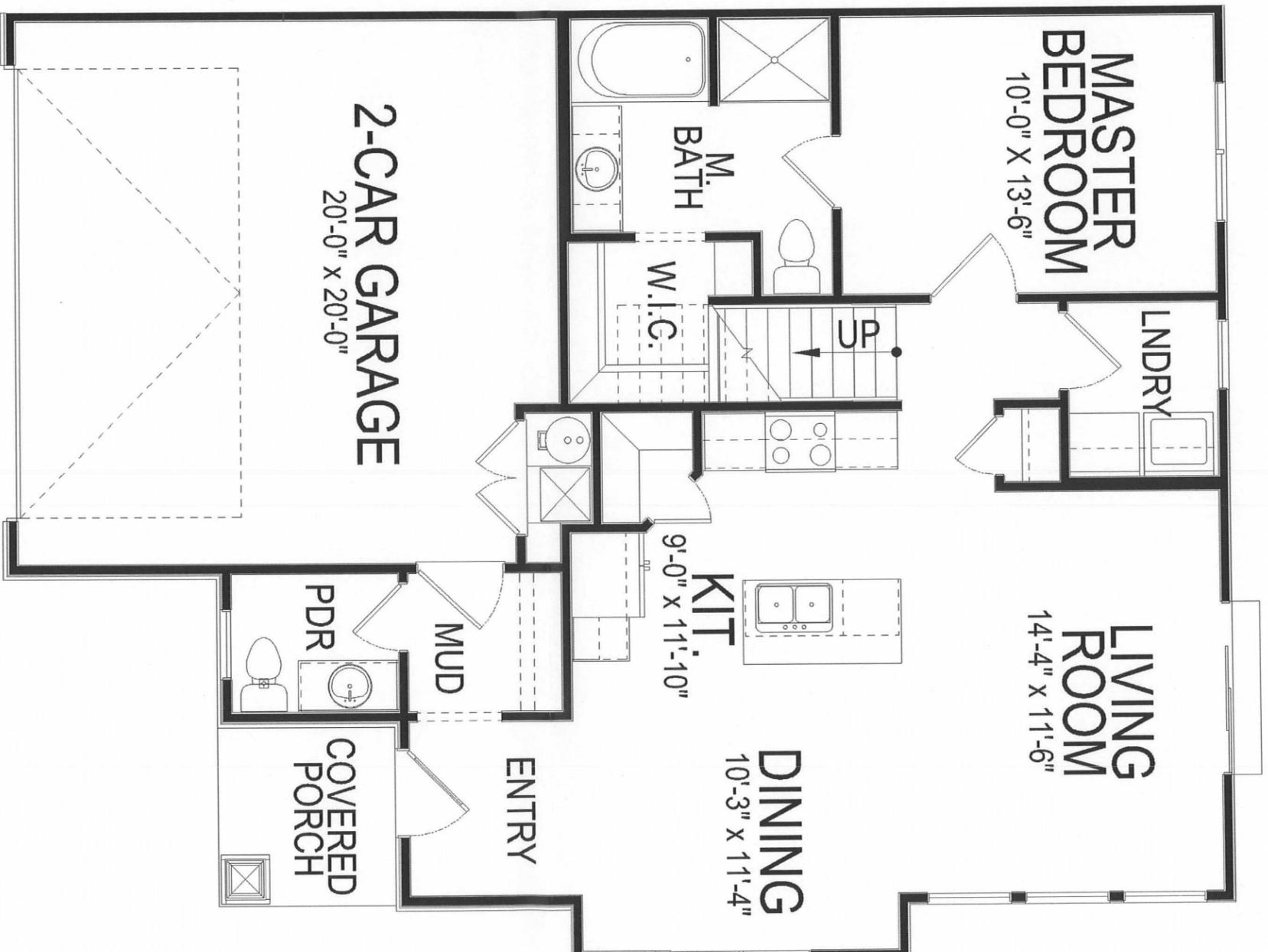
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A-7



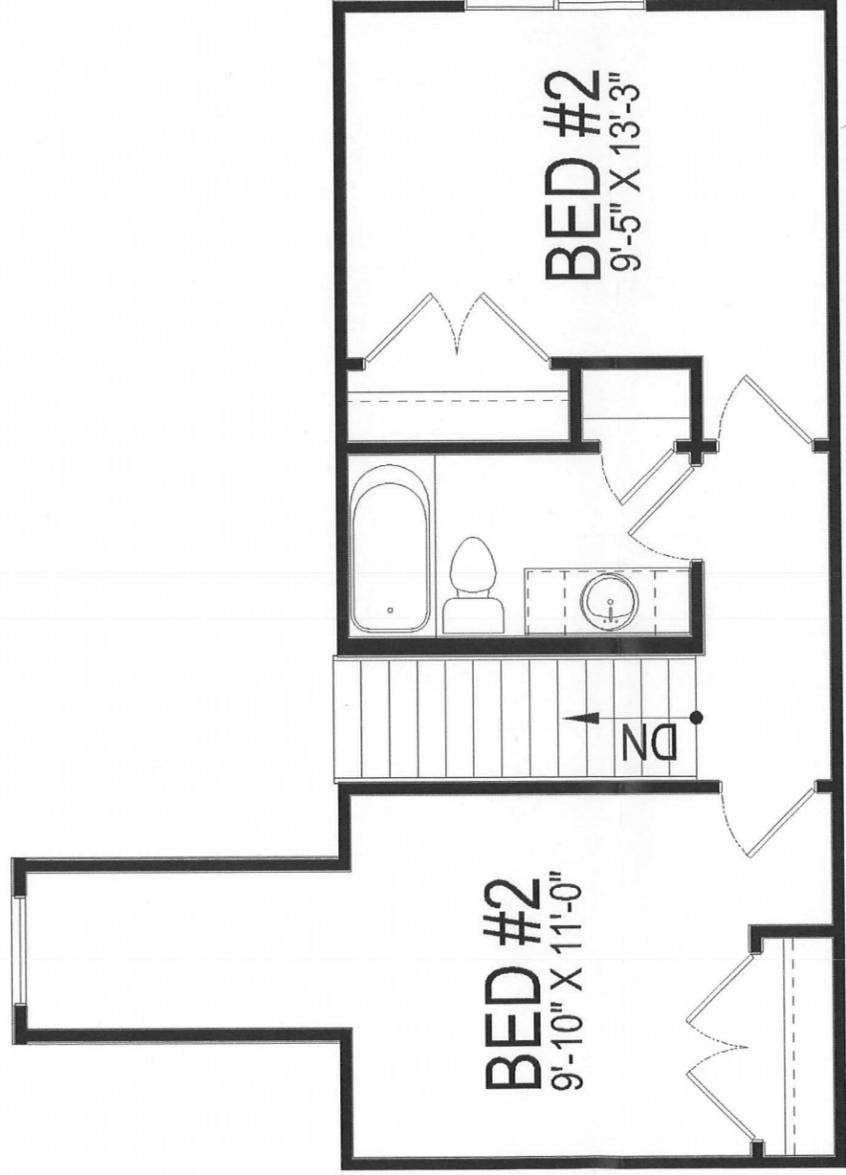
MAIN FLOOR
683 SQ. FT.



SECOND FLOOR
983 SQ. FT.



MAIN FLOOR
893 SQ. FT.



SECOND FLOOR
488 SQ. FT.





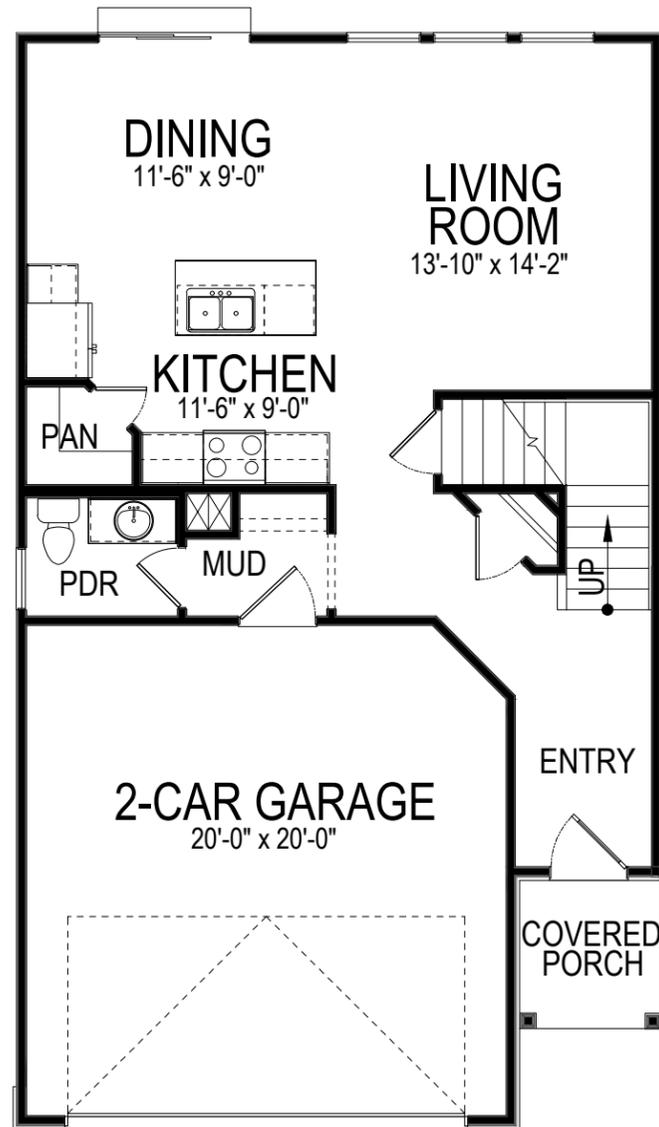


-152-

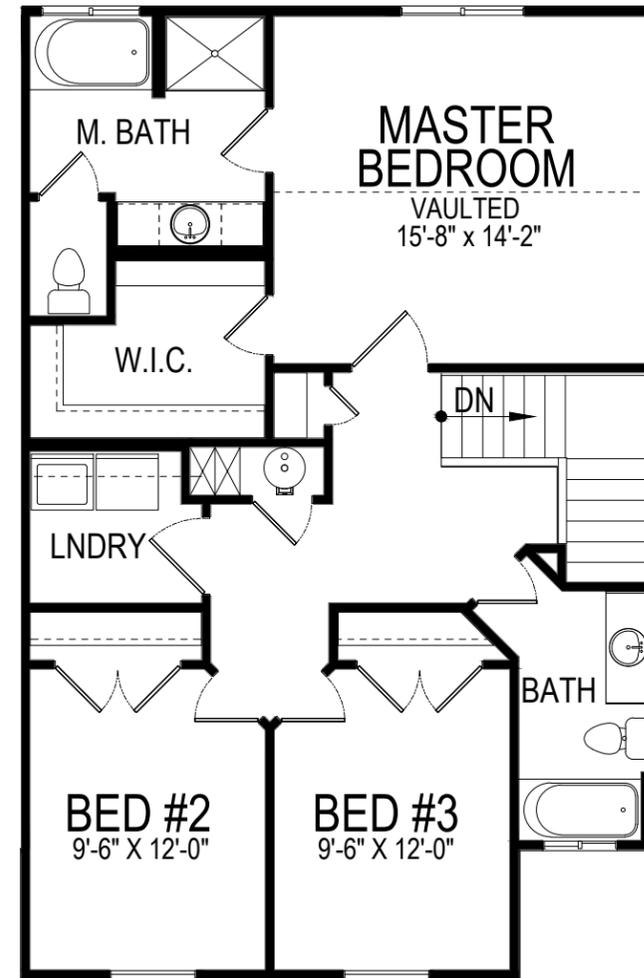
Front Elevation



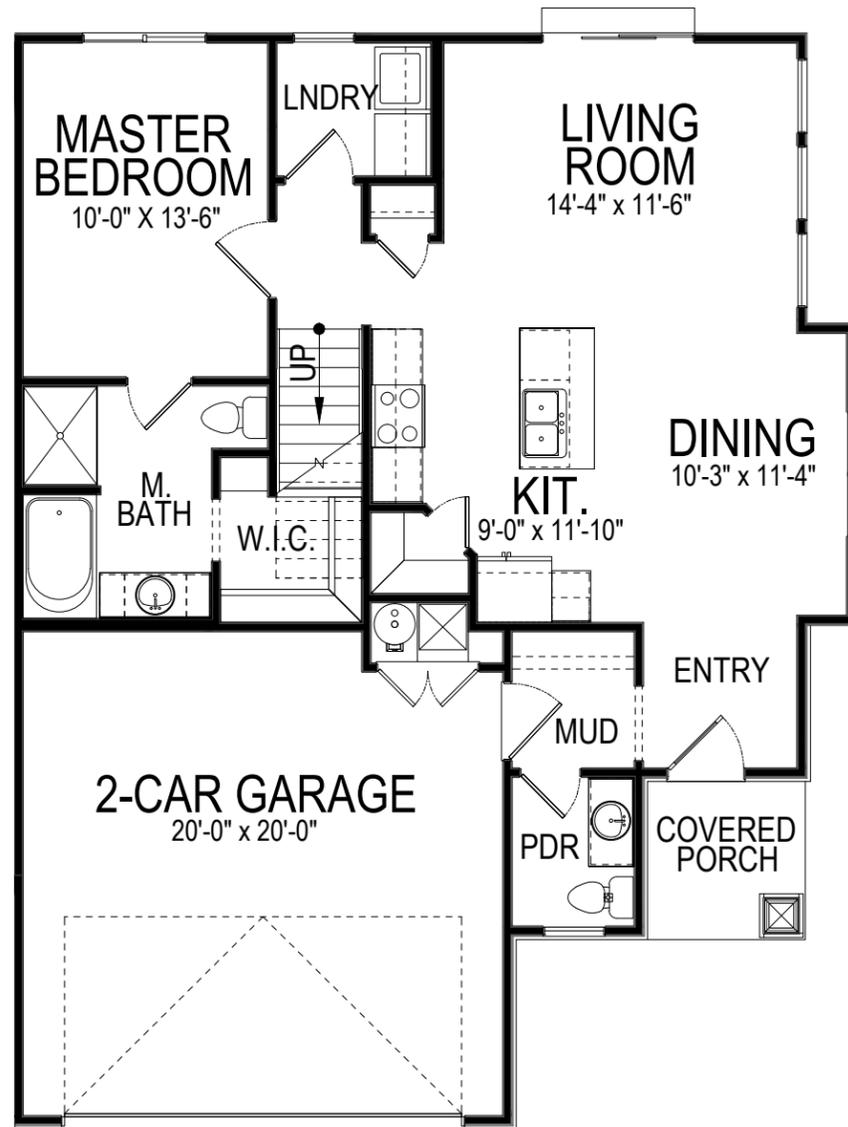
Front Elevation



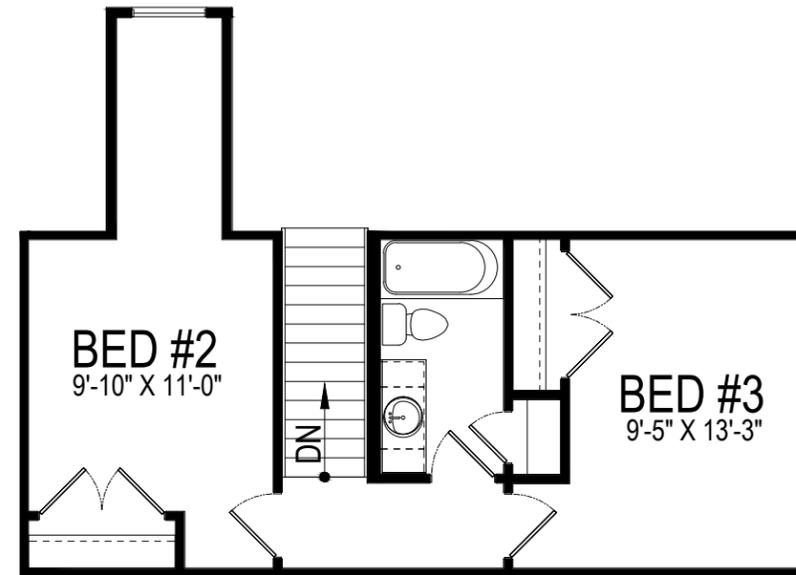
MAIN FLOOR
683 SQ. FT.



SECOND FLOOR
983 SQ. FT.



MAIN FLOOR
893 SQ. FT.



SECOND FLOOR
488 SQ. FT.

-156-



Front Elevation

-157-



Front Elevation

-158-



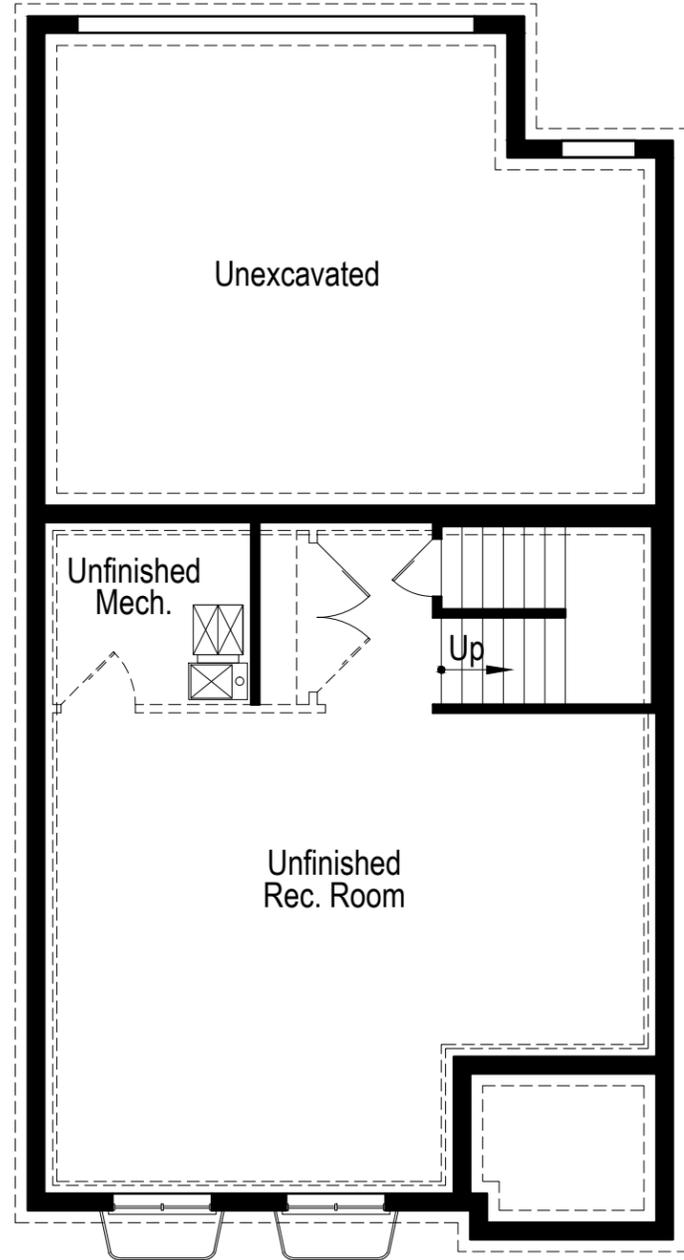
Front Elevation

-159-

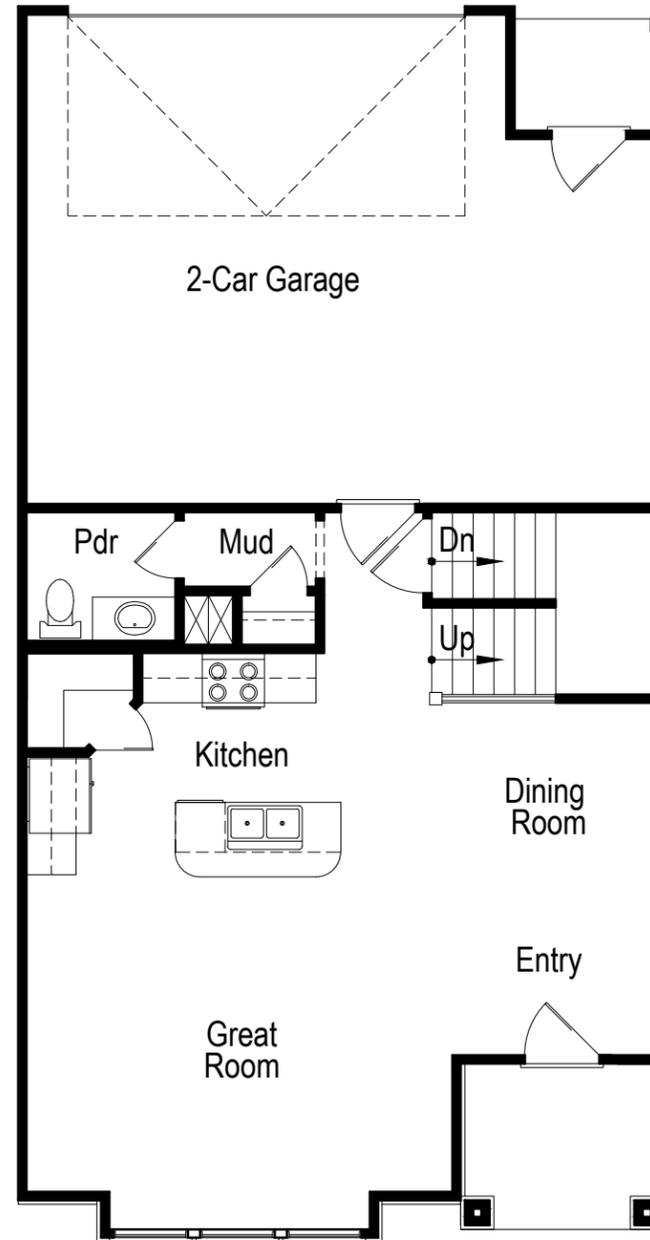


Rear Elevation

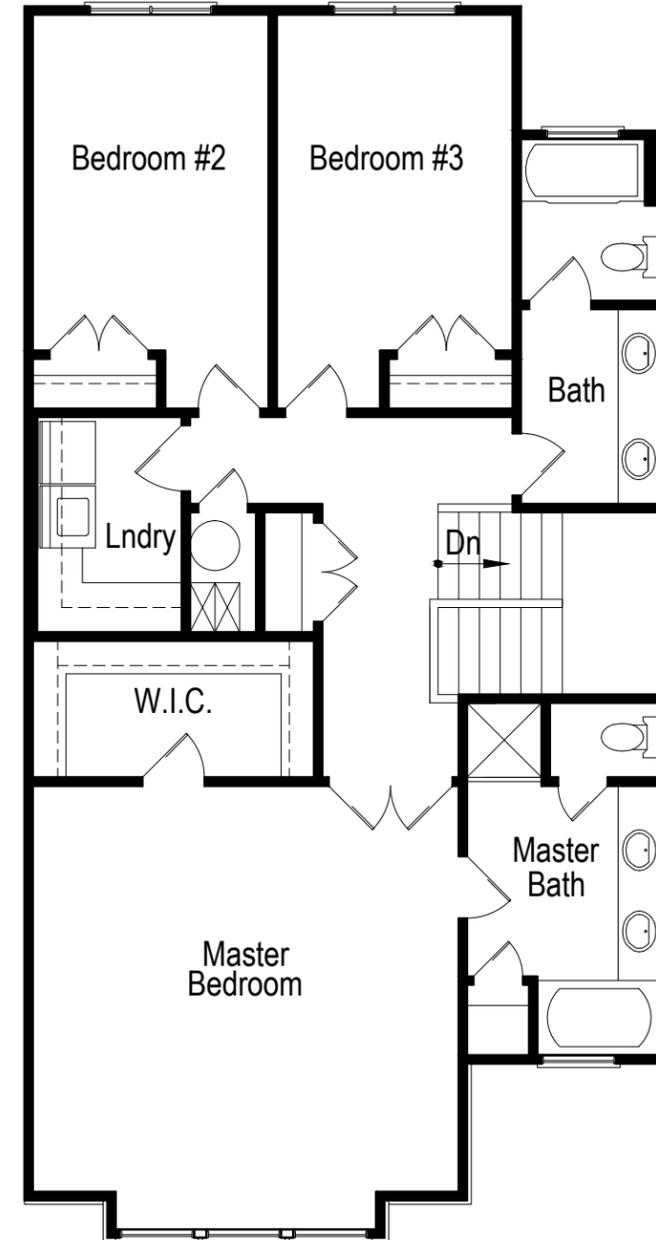
-160-



Basement Floor Plan
692 Sq. Ft.

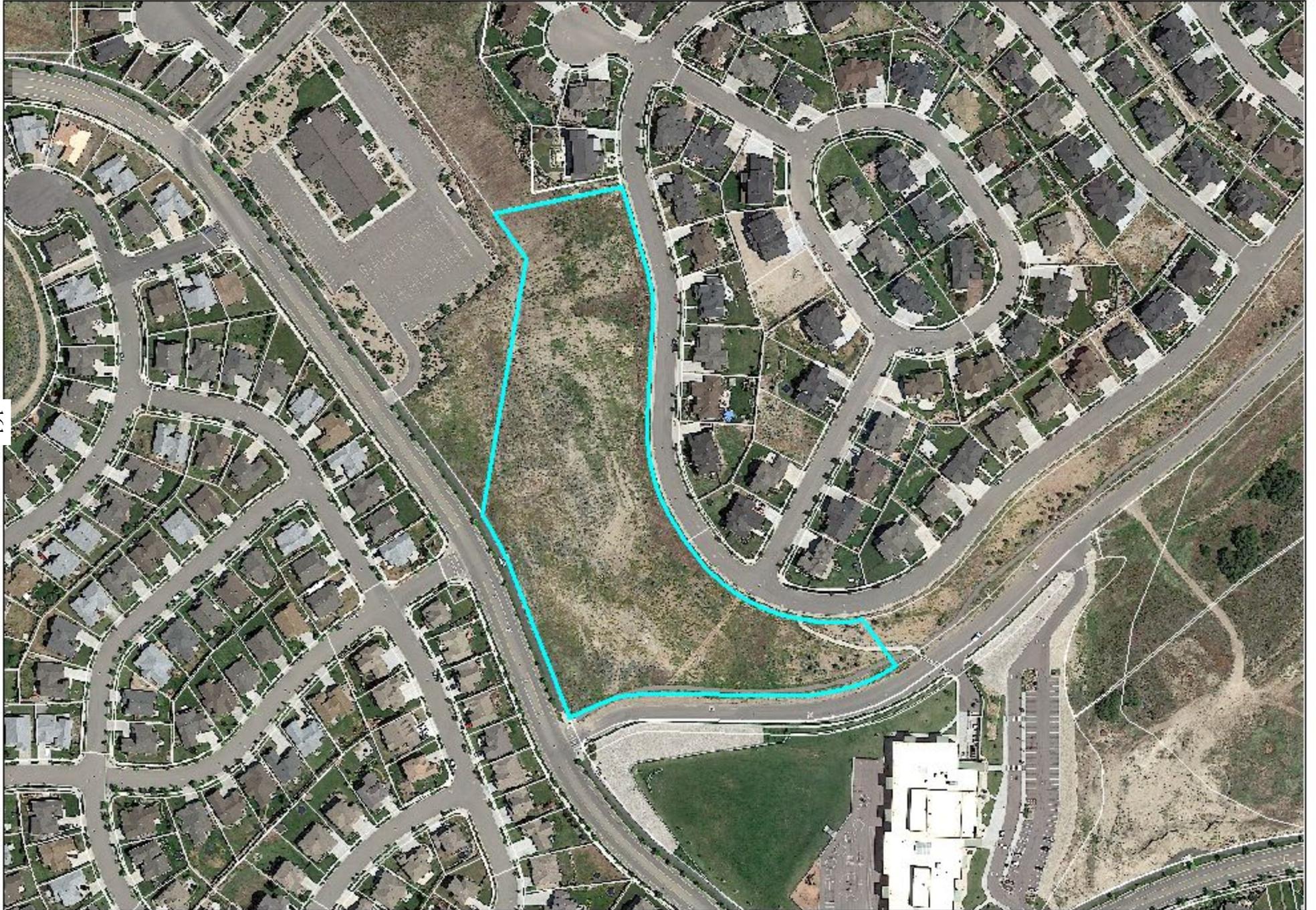


Main Floor Plan
700 Sq. Ft.



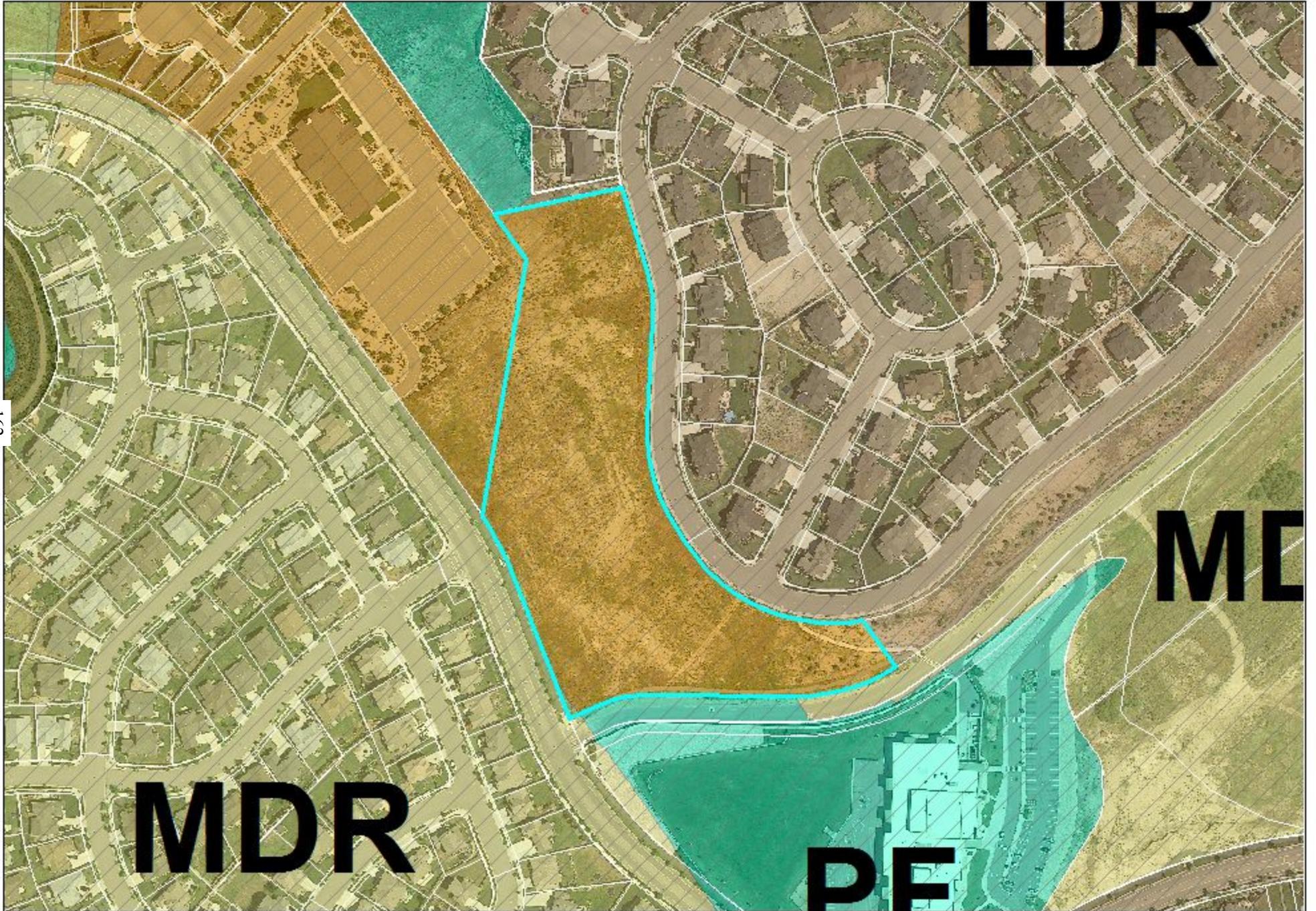
Second Floor Plan
1189 Sq. Ft.

Mountain Point Village
Aerial



-161-

Mountain Point Village
General Plan



-162-



-164-



#6.



-165-



-166-

ISSUE

Mussentuchit Holdings – Requests Final Subdivision approval of Creekside Farms, a 19-lot residential development located at 925 West 700 South in an existing R-1-8 zone

BACKGROUND

Existing General Plan Designation:	Low Density Residential	
Existing Zoning:	R-1-8	
Existing Land Use:	Undeveloped	
Number of Lots/Units	19 lots	
Adjacent Zoning and Land Use:	North:	A-1 Undeveloped
	South:	R-1-12 Chappel Valley Plat E
	East:	R-1-8 Dairy Creek Meadows
	West:	RA-1 Undeveloped
Date of Last DRC Review:	January 27, 2016	

HISTORY

- June 15, 1872 The subject property was a part of the original Lehi City incorporation in 1872.
- Jan 27, 2015 The Creekside Farm concept plan was approved by the City Council.
- Nov 10, 2015 The Creekside Farm preliminary subdivision plan was approved by the City Council.

ANALYSIS

The applicant is requesting approval of a 19-lot single-family residential subdivision to be located at 925 West 700 South in an existing R-1-8 zone. The proposed subdivision is a standard subdivision with no PUD or PRD overlay. The applicant has submitted a plan with a density bonus of 3 lots given for right-of-way dedication for the Dry Creek Trail, construction of the trail on this property (including the pedestrian bridge referred to in the DRC comments), and improvements to Dry Creek.

The applicant is addressing the issue regarding the north detention pond reflected in the DRC comments by working with the Engineering Department on a payment in lieu of detention set-up. The detention pond on 700 South will remain as shown and will detain most of the runoff from this project.

The developer also needs to provide agricultural fencing or a letter from each neighboring property owner where the property line is adjacent to an agricultural use stating that the proposed fencing arrangements are acceptable. This item is not identified in the DRC comments, so please include this in the motion. Please consider all DRC comments as a part of the motion.

RECOMMENDATIONS

Planning Division Staff Recommendation:

The Planning Division recommends **APPROVAL** of the proposed Creekside Farms final subdivision, including the requirement that the developer provide agricultural fencing or a letter from each adjacent agricultural property owner that the proposed fencing arrangements are acceptable, and also including the DRC comments and

Planning Commission recommendation as it meets the requirements of the development code. This recommendation is also based upon the applicant’s work with City Staff, especially in the Engineering, Planning, and Parks Departments to work out improvements to Dry Creek and the Dry Creek Trail.

If approved, the suggested motion would include approval with DRC Redline, Prior to Recording and General Comments.

Planning Commission Recommendation:

Planning Commission reviewed this request for a preliminary subdivision on October 8, 2015 and made the following recommendation:

Donna Barnes moved to recommend approval of Matthew Hess’s request for Preliminary Subdivision review for Creekside Farms, a 19-lot residential subdivision located at 925 West 700 South in an existing R-1-8 zone including DRC comments with the finding that it is not detrimental to the safety and welfare of citizens of Lehi. Second by Paige Albrecht. Motion carried unanimous.

Minutes from the Planning Commission meeting on October 22, 2015 are as follows:

5.5 MATTHEW HESS – REQUESTS PRELIMINARY SUBDIVISION REVIEW AND RECOMMENDATION FOR CREEKSIDE FARMS, A 19-LOT RESIDENTIAL SUBDIVISION LOCATED AT 925 WEST 700 SOUTH IN AN EXISTING R-1-8 ZONE.

Public Hearing opened at 7:03 p.m.

Tippe Morlan presented the request and stated it is a standard subdivision. There is an approved concept plan. The applicant is requesting a density bonus of 3 lots for 700 South asphalt, ROW dedication for trail and creek, and trail construction. The DRC noted that a no climb fence or letters are required for neighboring agricultural properties.

Discussed the detention areas.

Matthew Hess was present for the request.

Public Hearing closed at 9:03 p.m.

Donna Barnes moved to recommend approval of Matthew Hess’s request for Preliminary Subdivision review for Creekside Farms, a 19-lot residential subdivision located at 925 West 700 South in an existing R-1-8 zone including DRC comments with the finding that it is not detrimental to the safety and welfare of citizens of Lehi. Second by Paige Albrecht. Motion carried unanimous.

**Creekside Farms Final Subdivision
DRC Redline Comments**

Mussentuchit Holdings – Requests Final Subdivision review of Creekside Farms, a 19-lot residential development located at 925 West 700 South in an existing R-1-8 zone. (second submittal – date of last review 1/6/16)

DRC Members Present: Glade Kirkham, Kerry Evans, Greg Allred, Todd Munger, Kim Struthers, Gary Smith, Mike Howell, Ross Dinsdale, Steve Marchbanks

Representatives of the Applicant Present: Matthew Hess and Isaac Riches

Date of Plans Reviewed: 1/21/16

Time Start: 11:10

Time End: 11:30

DRC REDLINE COMMENTS:

Glade – Power:

1. Existing power pole in front of lot 102, show the sidewalk to meander around the existing pole

Kerry – Fire: no comments

Greg – Water/Sewer:

2. Page 7 - move the PI valves outside of the intersection and move behind the sidewalk
3. Page 7 – remove the random 8-inch water line note
4. Page 8 – show the PI in a casing as well as culinary

Todd – Public Works: No comments

Kim – Planning:

5. Staff and the applicant to evaluate whether the pedestrian bridge is a requirement as a part of the density in lieu of improvements

Gary – Building/Inspections:

6. Add a note on the front yard setback on lots 113 and 114 and lots 115-119, clarify the rear yard setback
7. Add a note on the final plat that “no floor slab is permitted below existing grade and at least three feet above existing ground water, as per the soils report”.

Mike – Public Works:

8. On the road cross sections, show road base extending 1-foot beyond curb and gutter. (see City’s standard detail) and only need 6-inches of road base (currently shows 10)

Ross – Engineering:

9. The north detention pond needs to be designed such that Dry Creek does not back up into the pond

Steve – Parks: No comments

PRIOR TO RECORDING OF PLAT:

1. Provide an engineer’s cost estimate for the cost of all improvements.
2. Escrow or Letter of Credit Bond Agreement and Public/Private Improvement Agreement for all public and private improvements must be in place.
3. Reimbursement Agreement for any reimbursable improvement items must be in place.
4. Provide a Mylar of the final plat for recording with the owners notarized signature(s).
5. Include surveyor’s and engineer’s stamps and signatures on the plat and construction drawings.
6. Submit a title report to be reviewed by Lehi City Attorney (current within 60 days of recording)
7. Provide evidence that all property taxes (including rollback taxes) are paid. Developer shall provide a letter with an exhibit of the property covered from their title company guaranteeing that the greenbelt taxes have been paid.
8. Show lot addresses on the final plat.
9. Provide a disc with the final plat and design drawings in dxf format.
10. Provide a signed easement verification sheet (for proposed public utility easements on the plat).
11. New property line adjacent to existing roads must be staked and reviewed by the City.
12. Irrigation Company signature on the construction drawings for the irrigation piping.
13. New project startup form for Lehi City Storm Water
14. Warranty deed/title insurance for the Dry Creek. Title insurance policies on each to be obtained through Marnae at Keystone Title 801-610-1670
15. Address any comments or conditions from City Council approval.

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

DRC GENERAL COMMENTS:

1. Please note that ALL of the DRC Redline and Prior to Recording of Plat comments MUST be completed before a preconstruction meeting can be scheduled.
2. Once approved by the City Council plans may be submitted for check-off. Check-off plans consist of one complete set of 24x36-inch plans submitted to the Planning Division office. When changes need to be made to a check set, revise the affected sheets only. Each new submittal will require a revision date on each new sheet. It is the responsibility of the applicant to follow through with completing the check-off items.
3. Prior to the pre-construction meeting, Lehi City Staff will make copies of plans for the meeting from the check-off set and the developer will pay fees for the copies.
4. 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.
5. Developer is responsible to purchase, move or remove any existing Rocky Mountain Power facilities. Additionally, the Developer is responsible for all costs associated for the purchase of RMP equipment by Lehi City Power. These costs are separate from infrastructure, impact fees, and connection fees.
6. Developer is responsible to furnish adequate rights of way or easements for construction of off-site power line extensions.
7. The approval of a development shall be effective for a period of two (2) years from the date the development is approved by the City Council

THIS ITEM WILL BE SCHEDULED FOR CITY COUNCIL FEBRUARY 23, 2016 TO ALLOW TIME TO WORK THROUGH THE DENSITY IN LIEU ITEMS

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

CREEKSIDE FARM

LANDSCAPE PLAN

Creekside Farm is not a PUD and contains no public or HOA open space. Accordingly, there is no need for a formal landscape plan.

Included within the boundaries of Lots 102 and 113 and the two drainage detention basins. Because those basins are within the private lots, landscaping responsibility for the basin areas will fall to the owners of Lots 102 and 113. To that end, the CC&Rs provide:

The owners of Lots 102 and 113 agree to maintain the Detention Basin portion of their respective Lots with either grassy vegetation or xeriscaping that conforms to Lehi City standards and requirements. All vegetation shall be regularly trimmed or mowed, with the trimmings removed from the Detention Basin and disposed of offsite. Additionally, the owners of Lots 102 and 113 shall promptly remove all vegetation and refuse that obstructs any device, pipe, orifice, or structure located within the Detention Basins; and, if such owners are unable to effect such removal, they shall promptly notify Lehi City.

RECEIVED
JAN 21 2016
LEHI CITY

LEHI



RIGHT TO FARM ANALYSIS
(Section 18-010 Through 18-040 Lehi City Development Code)

Name Mussenruchir Holdings LLC Authorized Agent (if applicable) Matthew Hess

Phone # (801) 664-9182 Fax # (801) 359-5578 Project Plan File Number (if applicable) _____

Mailing Address 572 S. Woodland Hills Dr., Bountiful, UT 84010

Name of Proposed Project Creekside Farm

Address of Proposed Project 925 W. 700 S.

Purpose:

The City of Lehi values its rich agricultural heritage and values agricultural uses as a component of the City's community fabric, quality of life, amenities, and contributions to the City's economic base. The City of Lehi places value on its agricultural areas and the protection and preservation of agricultural land and agricultural activities within the City.

Right to Farm Analysis Required:

All new uses, buildings and structures that are adjacent to or in close proximity to the following uses and activities shall provide an analysis to be reviewed as part of the development approval process indicating any potential conflicts with, or impacts to, the adjoining agricultural uses and activities:

- (A) An existing agricultural area or activity, or;
- (B) An agricultural or irrigation right-of-way or easement, or;
- (C) Agricultural open space or agricultural preservation area,

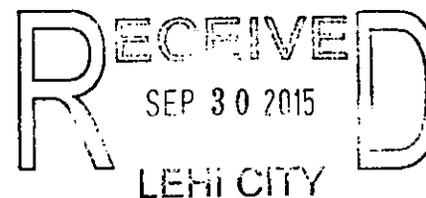
Minimization of Conflicts:

The Zoning Administrator, Development Review Committee, Planning Commission and City Council may consider actions and site planning options that may assist to minimize any conflicts between the proposed new uses, buildings and structures and the existing agricultural operations. The goal of the City is to minimize or eliminate, to the fullest extent possible all potential conflicts and to assure a continuation of a right to farm for the existing agricultural use without undue burden on the proposed new development(s).

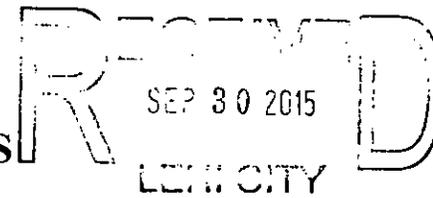
Right to Farm Analysis Requirements:

The developer shall address the following issues in writing and identify any potential incompatibilities, and identify actions to minimize possible conflicts:

- (1) Protection of irrigation access and maintenance of ditches and canals.
- (2) Safety and protection of the public from ditches, canals, ponds and drainage systems.
- (3) Safety and protection of livestock and farm equipment movement corridors
- (4) Existing and proposed fencing on all agricultural property adjacent to the proposed development.
- (5) Erosion and soil protection and conservation concerns.
- (6) Drainage of subdivision areas and designs to minimize the discharge or impact on agricultural lands and soils.
- (7) Weeds, pests and household pet controls in subdivision areas.



RIGHT TO FARM ANALYSIS
Creekside Farm



1. *Protection of irrigation access and maintenance of ditches and canals.*

A ditch for Lehi Irrigation Company bisects the property parallel to the Dry Creek channel. The engineering plans for Creekside Farm Subdivision call for that ditch to be piped across the entire development. An application to do so has been submitted to Lehi Irrigation. Also, the property to the immediate West of Creekside Farm flood irrigates his land using a small ditch that crosses the extreme North boundary of Creekside Farm. That ditch will also be piped. The CC&Rs will prohibit owners of all lots adjoining that ditch from disturbing the pipes or diverting water from the pipes.

2. *Safety and protection of the public from ditches, canals, ponds and drainage systems.*

The piping of the Lehi Irrigation ditches is being done primarily to protect the public, especially Creekside Farm residents, from the dangers of an open ditch.

3. *Safety and protection of livestock and farm equipment movement corridors.*

There are no livestock or farm equipment movement corridors within Creekside Farm. If anything the newly-constructed roadway will make it easier for owners of adjacent farmlands to access their properties via the public street to be constructed within Creekside Farm. That street will intersect the adjacent farmlands.

4. *Existing and proposed fencing on all agricultural property adjacent to the proposed development.*

Parcels to the West and North of Creekside Farm have historically not been cultivated, but have been used for livestock grazing. Existing fencing has proved adequate for that use, but some is well worn. Accordingly, the developer has agreed to replace the fencing along Creekside Farm's west boundary, prior to the time construction of subdivision improvements commences. That fence will not exactly conform to the fencing required by the right-to-farm ordinance. However, the owners of that parcel, Dale and Bobby Madsen, have made a written waiver of the right-to-farm fencing requirement, which is attached.

Two parcels of open land are adjacent to Creekside Farm's north boundary. Ivory Homes owns one parcel. Because Ivory is not engaged in farming activities, and has not leased its land for farming uses, no improvement to that fenceline is required under the right-to-farm ordinance.

The other parcel adjacent to Creekside Farm's north boundary is owned by Bud Holmes. Until recently that property was used by Bud's son, Lec, for livestock grazing. However, currently the Holmes property is not being used for agricultural purposes. If that property returns to agricultural use prior to the date the application for final plat is submitted, then the developer will construct along that boundary the type of fence required by the Lehi Right-To-Farm ordinance.

M. DALE & BOBBY G. MADSEN

950 West 700 South

Lehi, Utah 84043

801-768-4075

September 17, 2014

Lehi City Planning Department
Kim D. Struthers, Director
99 West Main Street, Suite 100
Lehi, Utah 84043

Re: Proposed Creekside Farm Subdivision – Right To Farm Compliance

Dear Mr. Struthers:

We own and occupy the 4+ acre parcel of real property that lies immediately West of the proposed Creekside Farm Subdivision. Historically we have devoted a substantial portion of our parcel to livestock grazing and related agricultural uses.

The developer of the Creekside Farm Subdivision has informed us of Lehi City's Right-To-Farm ordinance. The Right-To-Farm ordinance requires that, among other things, the developer construct a fence along our common boundary that meets certain specifications.

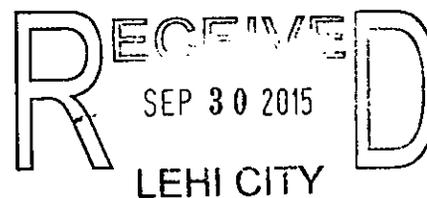
We hereby agree, however, to modify the fencing specifications set forth in the Right-To-Farm ordinance. The developer has entered into a binding written agreement with us to replace portions of the existing common fence between our parcels with four foot high wire mesh topped by two strands of barbed wire. Some of the existing fence posts will also be replaced with new steel T-posts or railroad ties. Accordingly, we hereby waive the developer's compliance with the exact specifications of the Right-To-Farm ordinance.

Respectfully Submitted,

Dale Madsen

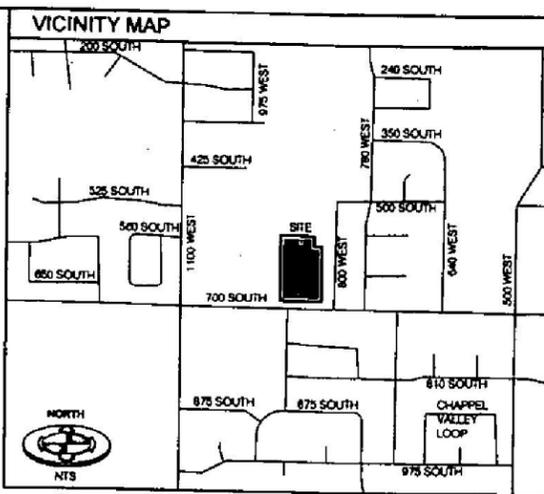
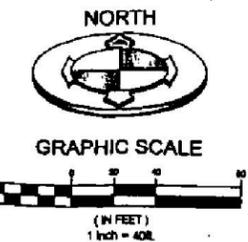


Bobby Madsen



CREEKSIDE FARM RESIDENTIAL SUBDIVISION

LOCATED IN THE SOUTHWEST QUARTER OF SECTION 17,
TOWNSHIP 5 SOUTH, RANGE 1 EAST,
SALT LAKE BASE AND MERIDIAN
LEHI CITY, UTAH COUNTY, UTAH
ZONE R-1-B



SURVEYOR'S CERTIFICATE
I, KAGAN M. DIXON DO HEREBY CERTIFY THAT I AM A REGISTERED PROFESSIONAL LAND SURVEYOR, AND THAT I HOLD CERTIFICATE NO. 9061091, AS PRESCRIBED UNDER THE LAWS OF THE STATE OF UTAH. I FURTHER CERTIFY THAT BY AUTHORITY OF THE OWNERS, A SURVEY HAS BEEN MADE OF THE TRACT OF LAND SHOWN ON THIS PLAT AND DESCRIBED BELOW, AND HAVE SUBDIVIDED SAID TRACT OF LAND INTO LOTS AND STREETS HEREAFTER TO BE KNOWN AS:

CREEKSIDE FARM RESIDENTIAL SUBDIVISION

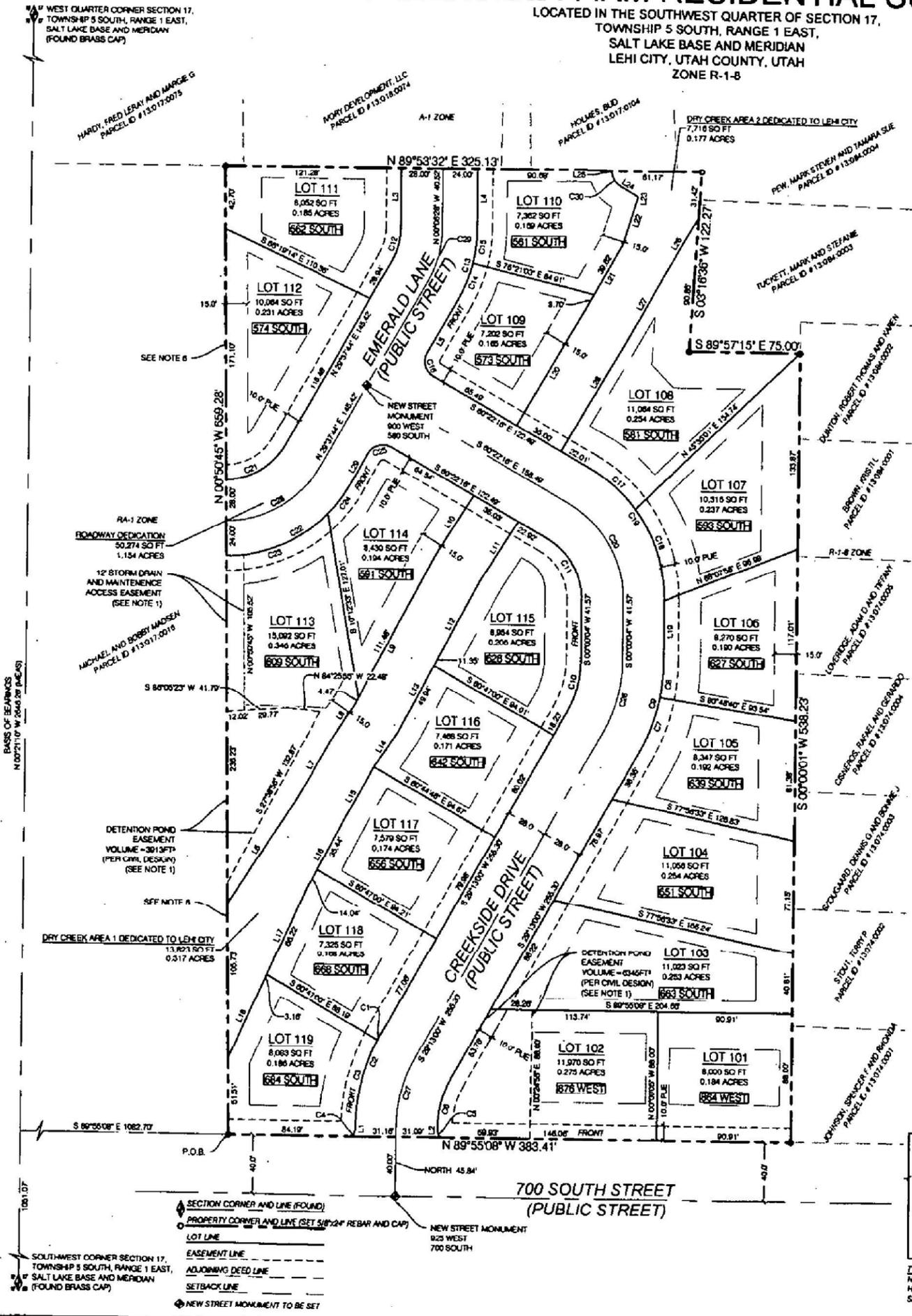
AND THAT THE SAME HAS BEEN CORRECTLY SURVEYED AND STAKED ON THE GROUND AS SHOWN ON THIS PLAT. I FURTHER CERTIFY THAT ALL LOTS MEET MINIMUM AREA, WIDTH AND FRONTAGE REQUIREMENTS OF THE APPLICABLE ZONING ORDINANCE.

BOUNDARY DESCRIPTION

BEGINNING AT A POINT ON THE NORTH RIGHT-OF-WAY LINE OF 700 SOUTH STREET, SAID POINT ALSO BEING NORTH 102°17'10" WEST ALONG THE SECTION LINE A DISTANCE OF 105.07 FEET AND SOUTH 89°50'08" EAST 102.70 FEET FROM THE SOUTHWEST CORNER OF SECTION 17, TOWNSHIP 5 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE NORTH 09°50'48" WEST 202.28 FEET; THENCE NORTH 80°53'32" EAST 325.13 FEET TO THE WEST LINE OF CREEK MEADOWS PLAT 19, ON FILE WITH THE OFFICE OF THE UTAH COUNTY RECORDER, THENCE ALONG SAID SUBDIVISION THE FOLLOWING TWO (2) COURSES, 1) SOUTH 03°10'59" WEST 122.27 FEET, 2) SOUTH 89°27'18" EAST 75.00 FEET TO THE WEST LINE OF CREEK MEADOWS PLAT 1A, ON FILE WITH THE OFFICE OF THE UTAH COUNTY RECORDER, THENCE SOUTH 00°00'01" WEST ALONG SAID WEST LINE A DISTANCE OF 538.23 FEET TO THE NORTH RIGHT-OF-WAY LINE OF 700 SOUTH STREET; THENCE NORTH 89°50'08" WEST ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 383.41 FEET TO THE POINT OF BEGINNING.

CONTAINS 5.681 ACRES, MORE OR LESS
10 LOTS

KAGAN M. DIXON
No. 9061091
STATE OF UTAH



- NOTES:**
- PERMANENT DETENTION FACILITY TO BE OWNED AND MAINTAINED BY THE OWNERS OF THIS PROPERTY NOT TO BE ALTERED WITHOUT APPROVAL BY LEHI CITY COUNCIL AND CITY ENGINEER.
 - THIS AREA IS SUBJECT TO THE NORMAL EVERYDAY SOUNDS, ODORS, SIGHTS, EQUIPMENT, FACILITIES, AND ALL OTHER ASPECTS ASSOCIATED WITH AN AGRICULTURAL LIFESTYLE. FUTURE RESIDENTS SHOULD ALSO RECOGNIZE THE RISKS INHERENT WITH LIVESTOCK.
 - AGGREGATE AREAS:
LOTS: 4.033 ACRES
DRY CREEK: 0.494 ACRES
ROADWAY: 1.154 ACRES
 - DENSITY BONUS IN LIEU OF TRAIL ROW DEDICATION & IMPROVEMENTS, & 700 SOUTH ADDITIONAL PAYMENT: 3 LOTS ACCORDING TO WESTERN TECHNOLOGIES INC.'S GEOTECHNICAL EVALUATION, WT JOB NO. 812JUM162
 - GROUNDWATER WAS ENCOUNTERED AT A DEPTH OF 8 FEET BELOW THE EXISTING GRADE. WESTERN TECHNOLOGIES RECOMMENDS THAT THE BASEMENT FLOOR ELEVATION BE A MINIMUM OF THREE (3) FEET ABOVE THE GROUNDWATER ELEVATION AND THAT A FOUNDATION DRAIN BE PLACED AROUND THE BASEMENT AREAS OF THE HOUSE.
 - FEMOND TO BE INSTALLED PER AGREEMENT BETWEEN OWNER AND DALE/BOBBY MADSEN, DATED SEPTEMBER 17, 2014

CURVE TABLE

CURVE #	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
C1	2.94'	128.00'	171.850'	S 28°33'38" W	2.94'
C2	62.34'	128.00'	27°54'10"	S 13°10'05" W	61.72'
C3	62.34'	128.00'	27°54'10"	S 13°10'05" W	61.72'
C4	6.23'	5.50'	64°32'27"	N 32°20'19" E	5.90'
C5	6.15'	5.50'	64°32'27"	S 32°10'12" E	5.83'
C6	26.71'	72.00'	29°13'00"	S 14°36'30" W	26.32'
C7	40.74'	128.00'	18°14'13"	N 20°06'53" E	40.57'
C8	24.53'	128.00'	10°58'43"	N 05°27'29" E	24.49'
C9	40.74'	128.00'	18°14'13"	N 20°06'53" E	40.57'
C10	36.71'	72.00'	29°13'00"	N 14°36'30" E	36.32'
C11	48.52'	47.00'	60°22'20"	N 30°11'09" W	47.28'
C12	24.35'	47.00'	29°44'12"	N 14°53'38" E	24.12'
C13	27.61'	99.00'	15°58'47"	N 21°38'21" E	27.52'
C14	27.61'	99.00'	15°58'47"	N 21°38'21" E	27.52'
C15	23.77'	99.00'	13°45'28"	N 08°48'14" E	23.71'
C16	18.80'	12.00'	90°00'00"	S 15°22'18" E	18.97'
C17	42.38'	103.00'	23°34'23"	N 48°30'04" W	42.08'
C18	66.13'	103.00'	38°47'58"	N 18°23'58" W	65.02'
C19	79.02'	75.00'	60°22'20"	S 30°11'09" E	75.42'
C20	48.83'	47.00'	59°31'31"	N 59°23'30" E	48.09'
C21	77.58'	99.00'	44°54'18"	N 09°42'07" E	75.02'
C22	77.58'	99.00'	44°54'18"	N 09°42'07" E	75.02'
C23	25.28'	99.00'	14°37'19"	N 38°58'22" E	25.19'
C24	18.80'	12.00'	90°00'00"	S 74°37'44" W	18.97'
C25	50.99'	100.00'	20°12'58"	S 14°30'32" W	50.44'
C26	50.99'	100.00'	20°12'58"	S 14°30'32" W	50.44'
C27	77.52'	75.00'	59°31'31"	N 59°23'30" E	74.48'
C28	38.92'	75.00'	29°44'12"	N 14°40'38" E	38.49'
C29	12.01'	12.00'	57°21'59"	S 31°02'18" E	11.52'

PARCEL LINE TABLE

LINE #	BEARING	DISTANCE
L1	S 00°00'00" W	0.82'
L2	S 00°00'00" W	0.94'
L3	N 00°08'28" W	40.32'
L4	S 00°08'28" E	40.52'
L5	S 20°37'44" W	41.11'
L6	N 33°10'34" E	86.42'
L7	N 29°37'14" E	40.78'
L8	N 33°29'13" E	28.90'
L9	N 27°46'37" E	115.99'
L10	N 32°01'54" E	47.44'
L11	N 32°01'54" E	47.72'
L12	N 28°08'27" E	54.68'
L13	N 27°28'00" E	61.30'
L14	N 33°23'27" E	30.12'
L15	N 29°37'15" E	44.01'
L16	N 27°57'01" E	48.47'
L17	N 24°14'22" E	69.38'
L18	N 24°30'20" E	58.00'
L19	S 00°00'04" W	41.07'
L20	N 29°33'50" E	65.04'
L21	N 29°48'40" E	48.32'
L22	N 17°02'44" E	32.24'
L23	N 04°04'22" E	1.48'
L24	N 59°43'18" W	13.81'
L25	N 02°21'18" W	0.47'
L26	S 30°16'42" W	39.45'
L27	S 28°48'45" W	49.91'
L28	S 29°53'57" W	66.21'
L29	N 29°37'44" E	24.31'

OWNER'S DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT THE UNDERSIGNED OWNER(S) OF THE ABOVE DESCRIBED TRACT OF LAND, HAVING CAUSED SAME TO BE SUBDIVIDED INTO LOTS AND STREETS TO BE HEREAFTER KNOWN AS THE

CREEKSIDE FARM RESIDENTIAL SUBDIVISION

DO HEREBY DEDICATE FOR PERPETUAL USE OF THE PUBLIC ALL PARCELS OF LAND SHOWN ON THIS PLAT AS INTENDED FOR PUBLIC USE, IN WITNESS WHEREBY I HAVE HERETO SET THIS _____ DAY OF _____ A.D. 20____

ACKNOWLEDGMENT

STATE OF UTAH)
County of Utah) S.S.

ON THE _____ DAY OF _____ A.D. 20____, PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, _____ FOR SAID COUNTY OF UTAH, THE SIGNER(S) OF THE ABOVE OWNERS DEDICATION, _____ IN NUMBER WHO DULY ACKNOWLEDGED TO ME THAT SIGNED TRULY AND VOLUNTARILY AND FOR THE USES AND PURPOSES THEREIN MENTIONED.

MY COMMISSION EXPIRES: **JAN 21 2016**

APPROVAL BY LEGISLATIVE BODY

THE CITY COUNCIL OF THE CITY OF LEHI, COUNTY OF UTAH, APPROVES THIS SUBDIVISION SUBJECT TO THE CONDITIONS AND RESTRICTIONS STATED HEREON, AND HEREBY ACCEPTS THE DEDICATION OF ALL STREETS, EASEMENTS AND OTHER PARCELS OF LAND INTENDED FOR THE PUBLIC PURPOSE OF THE PERPETUAL USE OF SAID PUBLIC.

THIS _____ DAY OF _____ A.D. _____

CITY MAYOR _____ ATTEST:
CITY ENGINEER (SEE SEAL BELOW) _____ CLERK-RECORDER (SEE SEAL BELOW) _____

PLANNING COMMISSION APPROVAL

APPROVED THIS _____ DAY OF _____ A.D. 20____, BY THE LEHI CITY COUNCIL

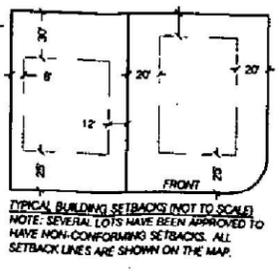
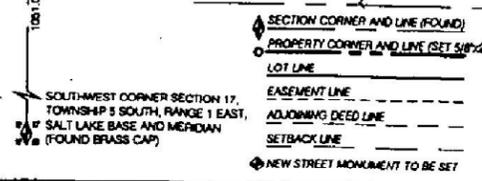
DIRECTOR - SECRETARY _____ CHAIRMAN, PLANNING COMMISSION _____

CITY COUNCIL APPROVAL

APPROVED THIS _____ DAY OF _____ A.D. 20____, BY THE LEHI CITY COUNCIL

DIRECTOR - SECRETARY _____ CHAIRMAN, CITY COUNCIL _____

-175-



BENCHMARK CIVIL
BENCHMARK ENGINEERING & LAND SURVEYING
1838 SOUTH BRADY STREET SUITE # 100
LEHI, UTAH 84043 (801) 464-7168
www.benchmarkcivil.com

NOTARY PUBLIC SEAL
RECORDER SEAL
CITY ENGINEER SEAL

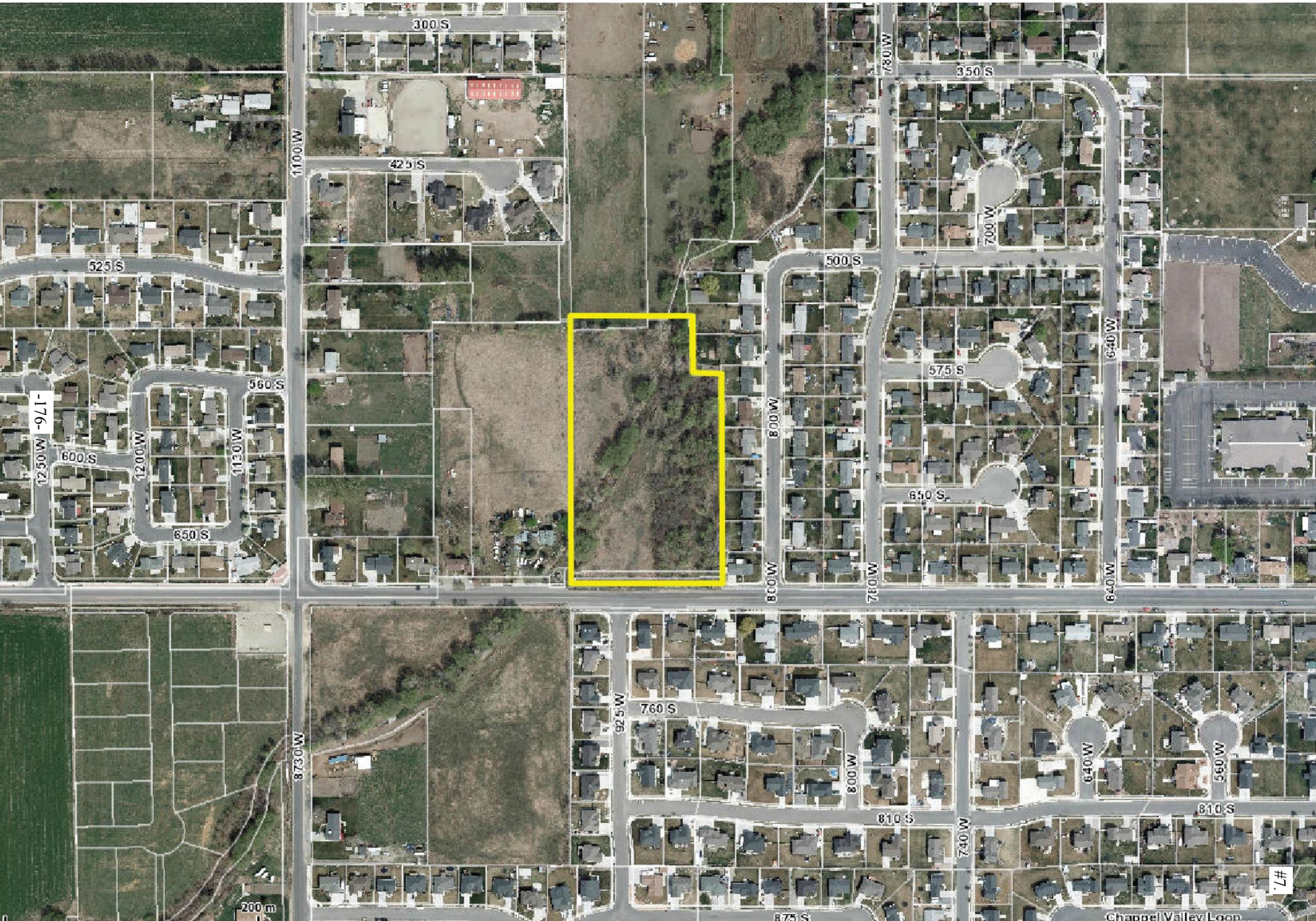
CREEKSIDE FARM RESIDENTIAL SUBDIVISION
LOCATED IN THE SOUTHWEST QUARTER OF SECTION 17,
TOWNSHIP 5 SOUTH, RANGE 1 EAST,
SALT LAKE BASE AND MERIDIAN
LEHI CITY, UTAH COUNTY, UTAH

RECORDED # _____
STATE OF UTAH, COUNTY OF UTAH, RECORDED AND FILED AT THE REQUEST OF _____
DATE _____ TIME _____ BOOK _____ PAGE _____
FEE \$ _____ UTAH COUNTY RECORDER

#7

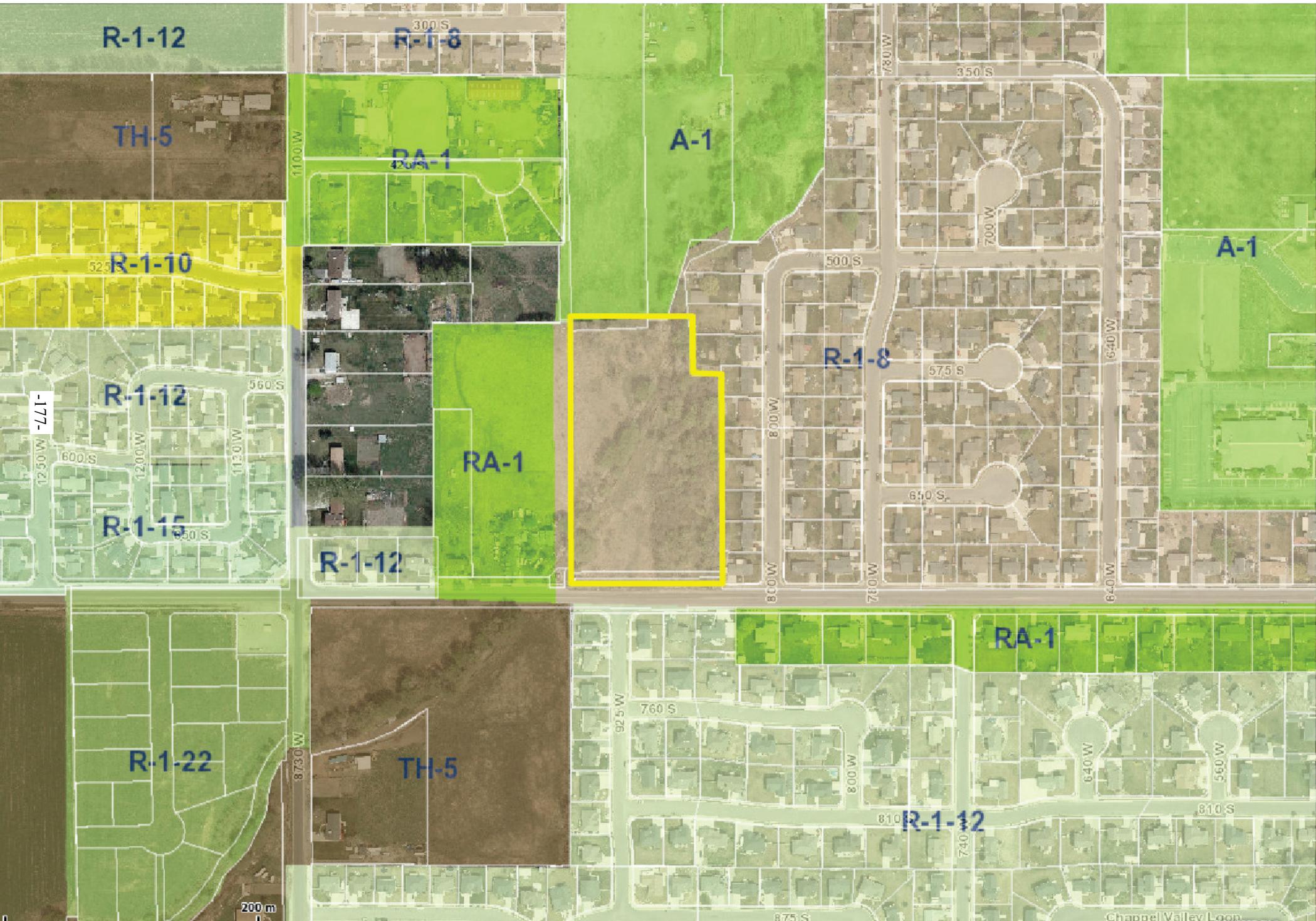
Creekside Farms

Aerial



Creekside Farms

Zoning



-178-



#7.

-179-

PUBLIC NOTICE
SUBDIVISION





-180-

#7.

-181-

RED
STOP



ISSUE

The Boyer Company – Requests approval of a General Plan Amendment on 8.2 acres of property located at approximately 2500 West Main Street changing the land use designation from VLDR (very low density residential agriculture) to LDR (low density residential).

A. Ordinance Approving

BACKGROUND

Applicant:	Spencer Moffat with The Boyer Company			
Requested Action/Purpose:	Review and recommendation for an amendment to the General Plan			
Location:	Approximately 2300 West Main Street			
Acreage:	8.2 acres			
Existing Zoning:	A-5			
Existing General Plan Land Use Designation:	VLDR			
Proposed Land Use Designation:	LDR			
Existing Land Use:	Residential/agricultural			
Surrounding Zoning/GP/ Land Use:	<i>North</i>	R-1-22	VLDR	Future single family
	<i>South</i>	A-5	VLDR	Agricultural
	<i>East</i>	A-5	MDR	Agricultural/Commercial greenhouse
	<i>West</i>	A-5	VLDR	Residential/agricultural
Date of Last DRC Review:	January 20, 2016			

HISTORY

February 10, 1999 – This property was annexed to the City as a TH-5 Zone as a part of the Lehi West Crossroads Annexation

ANALYSIS

The applicant is requesting review and recommendation of an amendment to the General Plan land use designation of this property from VLDR to LDR. The current property is owned and operated as the Evans Family Farm, which has seasonal farm-type uses such as a pumpkin patch in the autumn and a Christmas tree lot during the holiday season. The subject parcel is located on the north side of Main Street with higher density developments on the north and east sides. Upon DRC review, staff noted that the proposed amendment may provide a better transition from the Commercial and MDR uses to the east and lower densities to the north and west. Also, with Main Street bordering on the south of this property, LDR may be a more appropriate designation than the existing VLDR.

RECOMMENDATION

Planning Division Staff Recommendation:

Planning staff recommends **APPROVAL** of the proposed General Plan Amendment from VLDR to LDR finding that the request is consistent with surrounding land uses and the density increase along Main Street is a compatible land use, including all DRC comments. If approved as requested, the suggestion motion would authorize the Mayor to sign the ordinance changing the General Plan Land Use designation from VLDR to LDR.

Planning Commission Recommendation:

Planning commission reviewed this proposed amendment on February 11, 2016 at a public hearing. The minutes and motion are as follows:

5.1 THE BOYER COMPANY – REQUESTS REVIEW AND RECOMMENDATION OF A GENERAL PLAN AMENDMENT ON 8.2 ACRES OF PROPERTY LOCATED AT APPROXIMATELY 2500 WEST MAIN STREET CHANGING THE LAND USE DESIGNATION FROM VLDR TO LDR.

Tippe Morlan presented the request and stated that this is currently the Evans Family Farm. This would be a good transition from the surrounding areas.

Jared Peterson asked about the subdivisions next to this.

Tippe Morlan said that there is an R-2 and an R-1-22 with a PRD overlay.

Spencer Moffatt was present for the request and said that they are under the acreage for a PRD so we are seeking this amendment.

Jared Peterson asked about the little piece to the east.

Tippe Morlan said it's about 3 acres.

Kim Struthers said it's a hydroponics farm.

Spencer Moffat said that we may look at the R-1-Flex zoning.

Public Hearing closed at 7:40 p.m.

Jany's Hutchings said that she is fundamentally opposed to going to smaller lots along there. She asked if they would get density bonuses with the road on Main Street.

Brad Kenison said that they will have to grant right of way but we can choose to not grant an extra lot; we can just pay them for that right of way.

Janys Hutchings would feel more comfortable with VLDR because with LDR they could come in with an R-1-8 request for zoning.

Kim Struthers said that R-1-Flex is the only option on this piece of property.

Spencer Moffat said that their intent is to have the R-1-Flex. We can look at payment for the right of way instead of density.

Sue Spencer is the owner of the property and stated that she feels that her property should match what's around this.

Janys Hutchings said that she does feel that this would be a good mix to this piece but she hates taking anything out of the VLDR.

Scott Dean said that the only ones that really fight this are the neighbors who don't want to see the smaller lots but want the larger lots with animal rights.

Motion: *Kelly Ash moved to recommend approval of The Boyer Company's request for a General Plan Amendment on 8.2 acres of property located at approximately 2500 West Main Street changing the land use designation from VLDR to LDR finding that it is consistent with the surrounding land uses and is not detrimental to the health, safety or welfare of the community; also noting that the developer has expressed agreement to the R-1-Flex and include DRC comments. Second by Scott Dean. Motion carried 4-2 with Janys Hutchings and Jared Peterson opposed.*

Brad Kenison asked about the statement on the dedication of the right of way.

Spencer Moffat said he is not offering the right of way – he would work with the City for payment.

**The Boyer Company General Plan Amendment
DRC Report**

The Boyer Company – Requests review of a General Plan Amendment on 8.2 acres of property located at approximately 2500 West Main Street changing the land use designation from VLDRA to LDR.

DRC members present: Brent Thomas, Kerry Evans, Greg Allred, Todd Munger, Kim Struthers, Gary Smith, Steve Marchbanks

Representatives for the applicant: Spencer Moffatt

Date of plans reviewed: 1/12/16

Time Start: 1:05 PM

Time End: 1:15 PM

DRC COMMENTS:

Consistency with the elements of the Lehi City General Plan.

The only General Plan Element affected by the proposed amendment is the Land Use Element.

Effect of the proposed amendment on the existing goals, objectives, and policies of the Lehi City General Plan.

Very Low Density Residential/Agricultural (VLDRA)

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

The VLDRA designation is also intended to encourage creativity and flexibility of planning and design through the use of Planned Residential Design projects and Planned Unit Developments, where clustering and open space, with a variety of lot sizes and a range of housing choices can be accomplished while still maintaining a base density of 1.75 units per acre. Applicable Zoning District classifications, depending on the area, include R-1-22 and A-1. RA-1 may also be permitted on properties that are no larger than 2 acres in size. Although new development in VLDRA areas is allowed, the existing agricultural uses will be encouraged to remain, and leap frog development into primarily agricultural areas will be discouraged. Growth should be directed in an orderly manner, growing outward from existing developed areas where public facilities are available.

Low Density Residential (LDR)

The Low Density Residential (LDR) classification provides for predominantly single family residential areas and single family dwelling units with an overall neighborhood density not to exceed 4 units per acre. For the efficient implementation of this General Plan Land Use category, and to achieve the goals of the General Plan, the City has created the Flex Zone, which provides a diversity of lot sizes and promotes diversification and stability of neighborhoods. The applicable Zoning District classifications are R-1-12 and R-1-Flex. In cases where a parcel of property is immediately adjacent to existing R-1-10 or R-1-8 Zoning on at least 3 sides, the City may allow zoning/re-zoning of the parcel to an R-1-8 or R-1-10 Zone based on the contiguous zoning.

GENERAL DRC COMMENTS

1. Circuits for the power in that area may need to be upgraded above and beyond what would be required in this area to accommodate increased loads.
2. Developer would need to widen Main Street at the time of development.
3. Main Street is a 102' Major Arterial.

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

4. Storm Drain – There may be a ditch crossing under Main Street on the south east side of the property that could potentially be used as an outfall. Developer will need to verify.
5. Will need detention to 0.2 cfs/acre.
6. Culinary water and pressure irrigation are available in main street and stubbed out from the property to the north. The two will need to be connected with the development.
7. Sewer is not available in Main Street. There is sewer in the new development to the north, but is probably too high in elevation to connect to. Sewer will likely need to be extended to 2300 West.
8. Water dedication would be required as part of the zone change process if the General Plan amendment is approved.
9. The proposed amendment may provide a better transition from the Commercial and Medium Density Residential uses to the east and to lower densities to the north and west. Also, with Main Street bordering the south property line, LDR may be a more appropriate designation.
10. At the time the property develops, Staff recommends that the owner/developer work with the City on additional density in lieu of providing a more substantial landscaped buffer along Main Street.
11. The map provided by the applicant needs to be corrected, the current General Plan land use designation is VLDR, not VLDR.

THIS ITEM WILL BE SCHEDULED FOR PLANNING COMMISSION ON FEBRUARY 11, 2016.

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



General Plan Amendment Application

Subject Property Location: Main Street and 2500 West (8.2 acres)

Current General Plan Designation: VLDRA

Proposed General Plan Designation: LDR

Reason and Justification for Proposed Amendment

The subject property is adjacent to Main Street which serves as a major collector road for the City. Additionally, existing lots to the north and east of the subject property are much smaller than the 1/2 acre lots permitted under the VLDRA designation. VLDRA and 1/2 acre lots may not be the best designation for the subject property because large lots with animal rights will be surrounded on the north and east by small lots, and a heavily trafficked road to the south. The VLDRA designation could create future conflicts between new owners of 1/2 acre lots with animal rights, and existing lot owners on smaller lots without animal rights. The intent of the amendment would be to provide a transition from MDR (property to the east), to LDR (subject property), to VLDRA (property west of subject property), providing a gradual transition from small lots to large lots.

Consistency of Proposed Amendment with Goals and Policies of General Plan

Amending the General Plan as proposed would provide a density transition which is in harmony with the goal of the General plan to facilitate an "overall pattern of planned and orderly development."

Compatibility of the Proposed Land Use with Existing Land Uses of Nearby Property

The property directly east of the subject property is shown on the general plan as Medium Density Residential (MDR). Developed subdivisions to the north and east of the subject property already have lots that average about 1/4 of an acre. Willow Park to the north features 63 single family lots that average .23 acres. Willow Springs to the east features 20 lots that average .21 acres. The proposed amendment would allow the subject property to more closely match the existing lots in surrounding subdivisions.

Effect of the Proposed Amendment on the Character of Surrounding Area

The development of the property in accordance with the proposed general plan amendment will create a neighborhood that will more closely match existing lot sizes of surrounding neighborhoods. Development of the property will also be beneficial to the surrounding area because it would connect a stub road north of the subject property back to Main Street, increasing the connectivity of the roads in the area.

Gain to Public Health, Safety, and Overall Community Benefit from Existing Classification to Proposed Amendment

As mentioned above, development of the property will increase road connectivity in the area enhancing safety and traffic flows.

RECEIVED
JAN 12 2016
LEHI CITY



LEHI CITY

ORDINANCE NO. 16-2016

AN ORDINANCE AMENDING THE LAND USE ELEMENT OF THE LEHI CITY GENERAL PLAN AND THE GENERAL PLAN LAND USE MAP FOR THE BOYER COMPANY. (2500 West Main Street)

WHEREAS, on March 8, 2016, following all necessary public hearings, the Lehi City Council adopted a comprehensive amendment to the Lehi City General Plan which included the 2016 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 February 11, 2016 to review and make a recommendation on the General Plan Amendment located at 2500 West Main Street from VLDR (Very Low Density Residential/Agriculture) to LDR (Low Density Residential) as shown on Exhibit “A” and forwarded their recommendation to the City Council; and

WHEREAS, the City Council held a public hearing on March 8, 2016 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 VLDR to LDR;

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 VLDR to LDR on 8.2 acres of property located at 2500 West Main Street and more specifically shown on Exhibit “A” attached hereto.

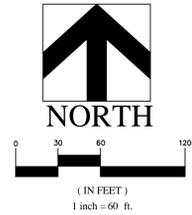
SECTION II: This ordinance shall take effect immediately upon its passage by the City Council and publication, as required by law.

PASSED AND ADOPTED by the Lehi City Council this 8th day of March 2016.

ATTEST:

Bert Wilson, Mayor

Marilyn Banasky, City Recorder

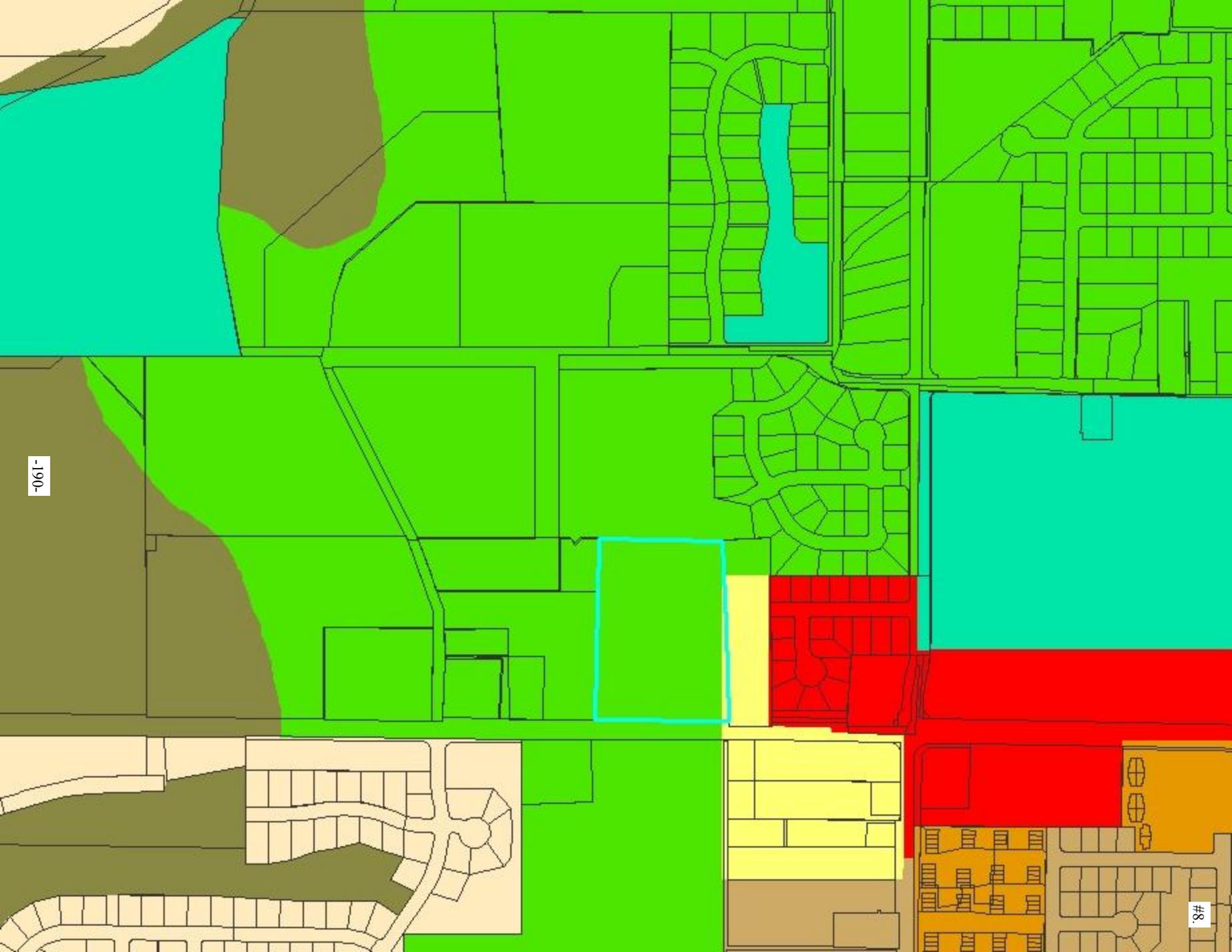


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GENERAL NOTE:
 INFORMATION PROVIDED ON THIS PLAN IS BASED ON THE BEST AVAILABLE DATA AT THE TIME OF PREPARATION AND MAY CHANGE AT ANYTIME FOR ANY REASON. THIS PLAN IS FOR ILLUSTRATIVE PURPOSES ONLY.

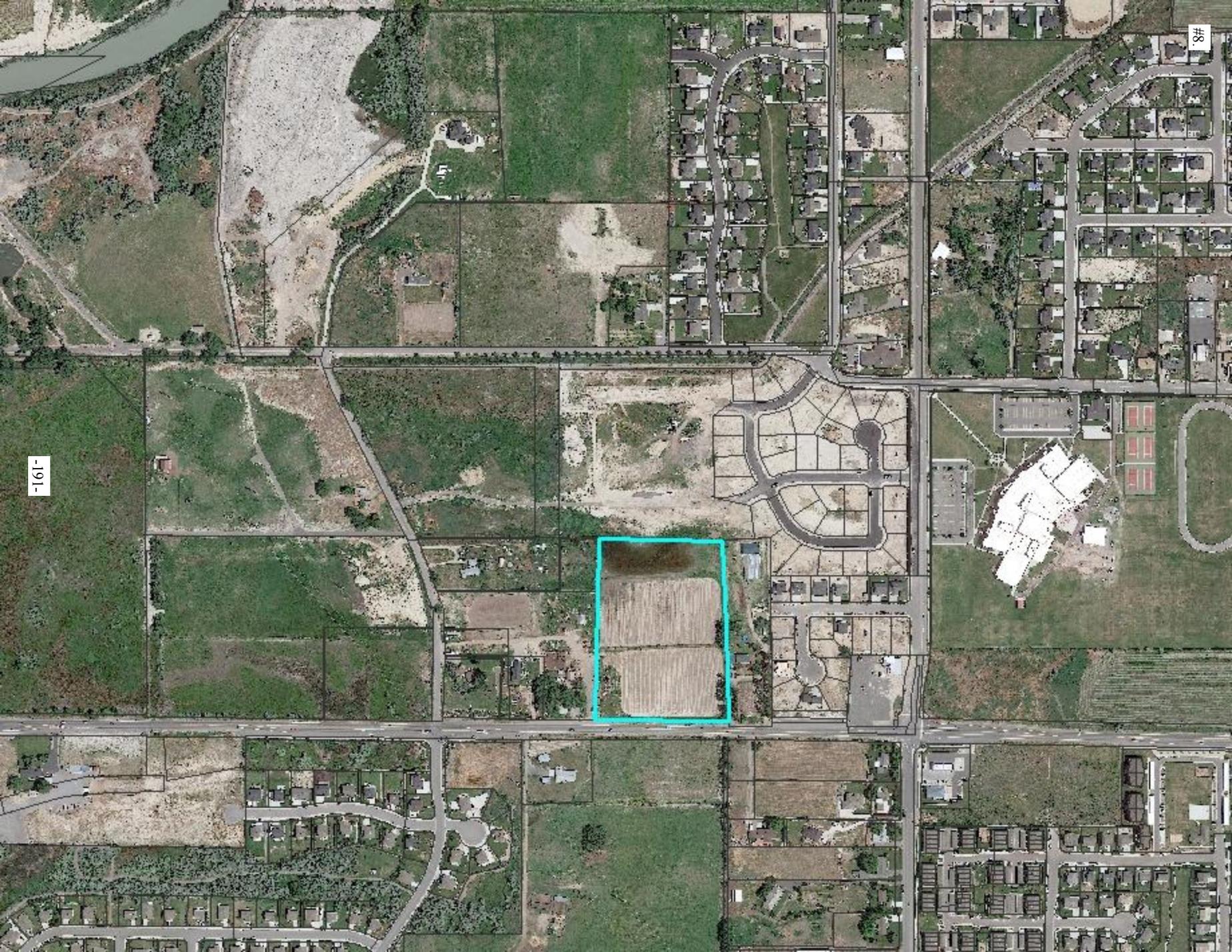
DESIGNED BY:
FOCUS[®]
 ENGINEERING AND SURVEYING, LLC
 502 WEST 8360 SOUTH
 SANDY, UTAH 84070 PH: (801) 352-0075
 www.focusutah.com

Z:\2015\15-284 Main Street Lehi Boyer\Design 15-284.dwg\exhibits\General Plan Exhibit.dwg



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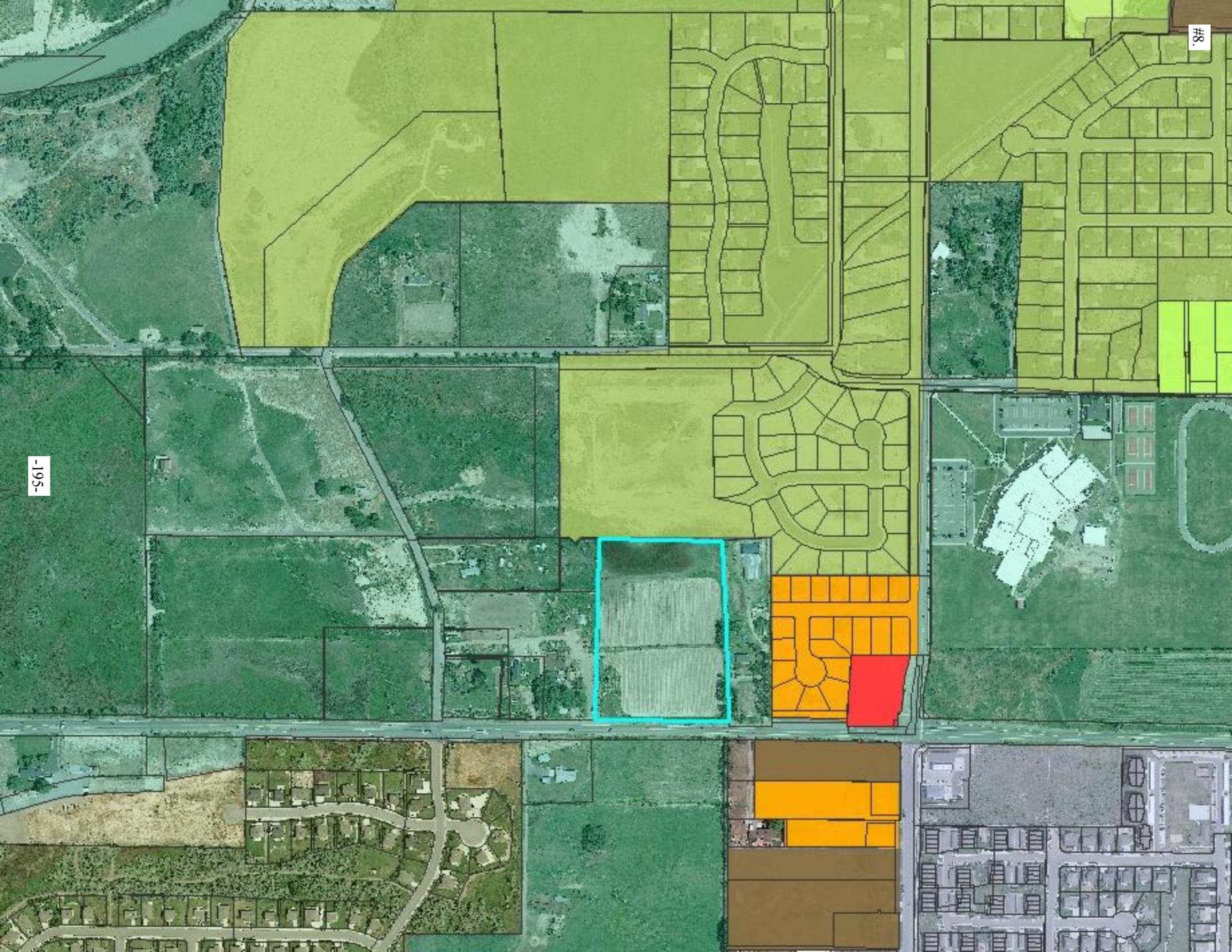




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ISSUE

Andrade Christensen – Requests approval of a Zone Change on approximately 12.518 acres of property located at approximately 1500 North 2950 West from a TH-5 (transitional holding) to an R-1-22 (single-family residential agriculture) Zone.

A. Ordinance Approving

BACKGROUND

Applicant:	ATC Development (Andrade Christensen)	
Requested Action/Purpose:	Review and recommendation for a zone district map amendment	
Location:	Approximately 1500 North 2950 West	
Project Area:	12.518 acres	
Existing Zoning:	A-5	
Proposed Zoning:	R-1-22	
Existing General Plan Land Use Designation	VLDRA	
Adjacent Zoning and Land Use:	<i>North:</i>	RA-1 Newly approved Brailsford Subdivison
	<i>South:</i>	Jordan River Jordan River
	<i>East:</i>	TH-5 Residential/agricultural
	<i>West:</i>	TH-5 Agricultural/undeveloped
Date of Last DRC Review:	January 20, 2016	

HISTORY

9/26/2008 – This property was annexed to a TH-5 Zone as a part of the Holbrook Annexation

ANALYSIS

The applicant is requesting an amendment to the Zone District Map from TH-5 to R-1-22. The requested zoning is consistent with the General Plan Land Use Map designation of VLDRA. Prior to recordation of the zone change, a water dedication will be required.

RECOMMENDATION

Planning Division Staff Recommendation:

Planning Division Staff recommends **APPROVAL** of the proposed zone change, as the request is consistent with the General Plan Land Use Map designation of VLDRA, including the requirement for a water dedication to be made prior to recording. If approved as requested, the suggested motion would authorize the mayor to sign the ordinance changing the zone designation from TH-5 to R-1-22.

Planning Commission Recommendation:

The Planning Commission reviewed this proposed zone change on February 11, 2016 at a public hearing and made the following recommendation:

Janys Hutchings moved to recommend approval of Andrade Christensen's request for a Zone Change on approximately 12.518 acres of property located at approximately 1500 North 2950 West from a TH-5 to an R-1-22 zone seeing it meets with the General Plan and the Concept does not affect the health, safety, welfare or morals of the City. Second by Jared Peterson. Motion carried unanimous.

There was no public comment received for this item.

**Andrade Christensen Zone Change
DRC Comments**

Andrade Christensen – Requests review of a Zone Change on approximately 12.518 acres of property located at approximately 1500 North 2950 West from a TH-5 to an R-1-22 zone.

DRC Members Present: Brent Thomas, Kerry Evans, Greg Allred, Kim Struthers, Gary Smith, Mike Howell, Ross Dinsdale, Craig Barratt

Representatives of the Applicant: None Present.

Date of Plans Reviewed: 1/14/16

Time Start: 1:45 PM

Time End: 1:50 PM

DRC COMMENTS:

Consistency with the elements of the Lehi City General Plan.

This area has a Very Low Density Residential Agricultural (VLDR) designation on the General Plan. As per the General Plan Land Use Text:

Very Low Density Residential/Agricultural (VLDR)

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

The VLDR designation is also intended to encourage creativity and flexibility of planning and design through the use of Planned Residential Design projects and Planned Unit Developments, where clustering and open space, with a variety of lot sizes and a range of housing choices can be accomplished while still maintaining a base density of 1.75 units per acre. Applicable Zoning District classifications, depending on the area, include R-1-22 and A-1. RA-1 may also be permitted on properties that are no larger than 2 acres in size. Although new development in VLDR areas is allowed, the existing agricultural uses will be encouraged to remain, and leap frog development into primarily agricultural areas will be discouraged. Growth should be directed in an orderly manner, growing outward from existing developed areas where public facilities are available.

Effect of the proposed amendment on the existing goals, objectives, and policies of the Lehi City General Plan.

From the Lehi City General Plan Land Use Element the following goals and policies related to residential development should be considered:

1. Maximize opportunities to create an overall pattern of planned and orderly development with a system of land uses, adequately and efficiently served by a balanced and energy-efficient system of transportation, and community services that are sensitive to the natural physical qualities of the area.
2. Provide diverse economic and employment opportunities and encourage multiple scales of commercial development to serve the needs of the region, the community, and individual neighborhoods.
3. Promote variety in commercial spaces, densities, and locations.

DRC GENERAL COMMENTS:

1. As a condition of recording the zone change ordinance, and prior to submission of a preliminary subdivision application, the owner/developer needs to complete the required water dedication for the R-1-22 Zone. The rate is .79 acre feet per acre of culinary water and 2.9 acre feet per acre of irrigation water.

THIS ITEM WILL BE SCHEDULED FOR PLANNING COMMISSION ON FEBRUARY 11, 2016.

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



ORDINANCE NO. 17-2016

AN ORDINANCE APPROVING A ZONE DISTRICT DESIGNATION AMENDMENT AND ZONING DISTRICT MAP AMENDMENT FOR PROPERTY LOCATED AT APPROXIMATELY 1500 NORTH 2950 WEST

WHEREAS, Andrade Christensen, owner of approximately 12.518 acres of property located at approximately 1500 North 2950 West and further described by the legal description attached as Exhibit “A”, has applied for an amendment to the Zone District and Zoning District Map; and

WHEREAS, the current zone designation of the property is TH-5 (Transitional Holding) and said applicant seeks to have said parcel designated as R-1-22 (single-family residential); and

WHEREAS, following a public hearing on February 11, 2016, the Lehi City Planning Commission reviewed the proposed Zoning District Designation and Zoning District Map amendment and forwarded a recommendation that the City Council adopt the proposed amendments; and

WHEREAS, on March 8, 2016, the City Council held a duly noticed meeting to receive public comment and ascertain the facts regarding this matter, which facts and comments are found in the hearing record and which include the staff report, minutes from the Planning Commission meeting of February 11, 2016 and the recommendation of the Planning Commission; and

WHEREAS, after considering the facts and comments presented to the Municipal Council, the Council finds: (i) the request for a Zone District Designation amendment and Zoning District amendment is consistent with the Lehi City General Plan Land Use Map adopted by the Lehi City Council on October 25, 2011 (and as subsequently amended); and (ii) such action furthers the health, safety and welfare of the citizens of Lehi.

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

PART I:

The Zone District Designation and the Zoning District Map of the property described on Exhibit “A” are hereby amended from TH-5 (Transitional Holding) to R-1-22 (single-family residential). However, this ordinance shall not be published and take effect until the water dedication requirement has been met as required in Sec. 27-040-G of the Lehi City Development Code.

PART II:

A. If a provision of this Ordinance #17-2015 conflicts with a provision of a previously adopted ordinance concerning the same title, chapter, and/or section number amended herein, the provision in this Ordinance shall prevail.

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

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

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

Approved and Adopted by the City Council of Lehi City this 8th day of March 2016.

ATTEST

Bert Wilson, Mayor

Marilyn Banasky, City Recorder

Exhibit "A"

Legal Description for Andrade Christensen Zone Change

A.P.N.: 58-026-0059

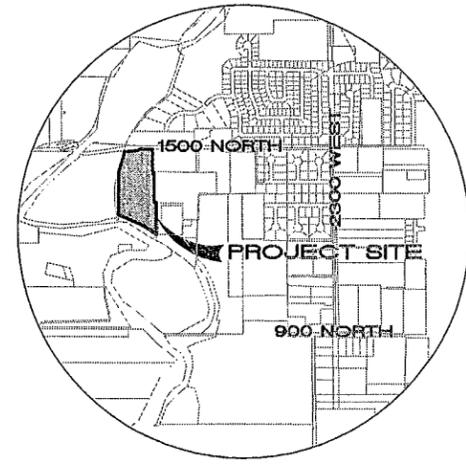
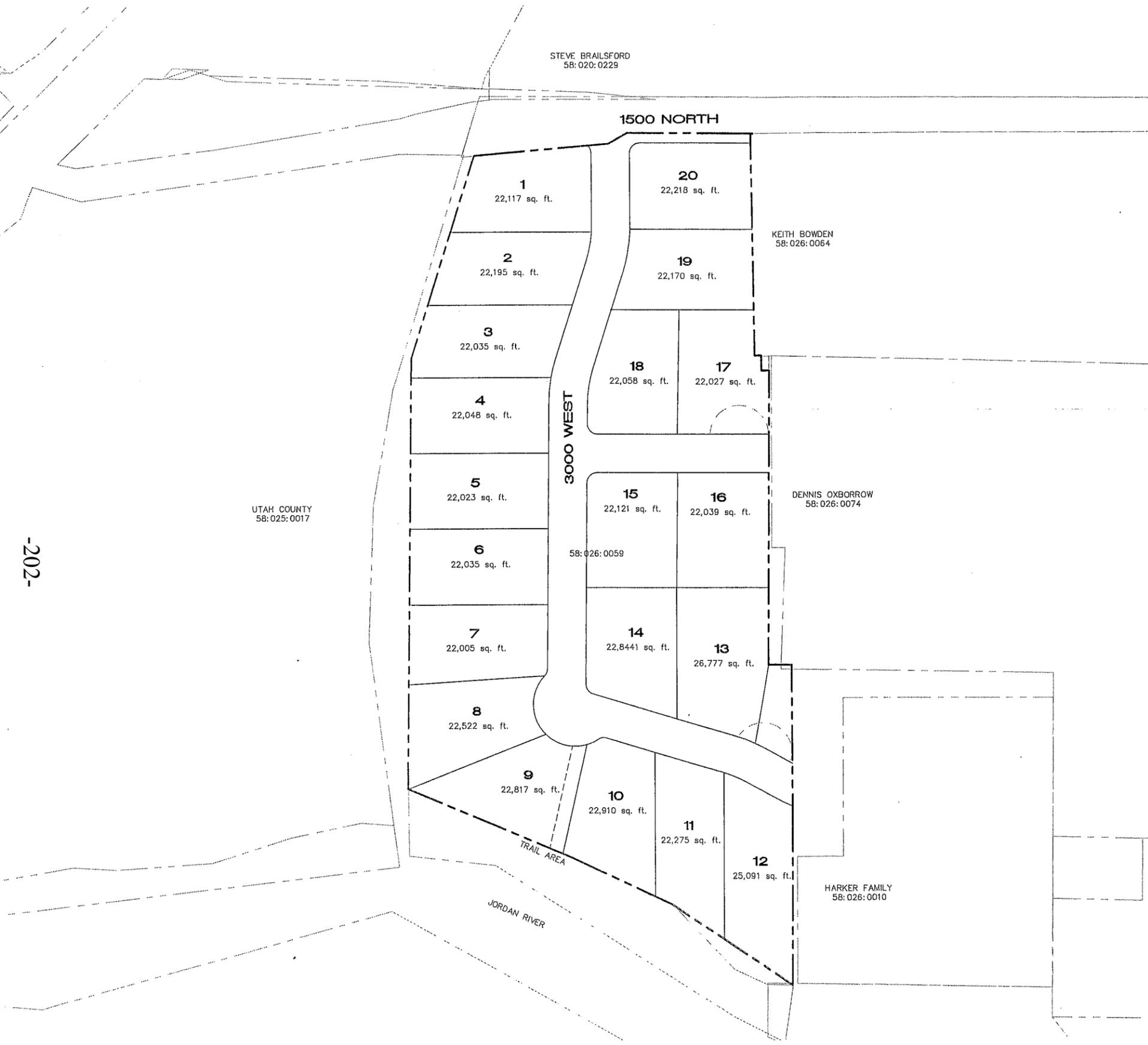
BEGINNING AT A POINT EAST 977.01 FEET AND SOUTH 292.34 FEET FROM THE NORTH QUARTER CORNER OF SECTION 12, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; SAID POINT BEING LOCATED ON AN EXISTING FENCE LINE; THENCE ALONG AN EXISTING FENCE NORTH 88°48'12" WEST 634.55 FEET TO THE POINT OF BEGINNING, THENCE ALONG AN EXISTING FENCE LINE SOUTH 00°15'45" WEST 449.16 FEET; THENCE ALONG AN EXISTING FENCE LINE NORTH 89°41'50" EAST 34.16 FEET; THENCE ALONG AN EXISTING FENCE LINE SOUTH 00°19'18" EAST 228.14 FEET; THENCE ALONG AN EXISTING FENCE LINE SOUTH 00°07'49" WEST 237.26 FEET; THENCE NORTH 88°39'25" WEST 38.34 FEET; ALONG AN EXISTING FENCE LINE; THENCE NORTH 65°06'40" WEST 51.92 FEET ALONG AN EXISTING FENCE LINE; THENCE NORTH 43°30'57" WEST 129.85 FEET TO AN EXISTING FENCE LINE; THENCE NORTH 65°14'56" WEST 163.73 FEET; THENCE NORTH 67°06'53" WEST 255.82 FEET; THENCE NORTH 00°36'31" EAST 626.73 FEET; THENCE NORTH 17°25'06" EAST 308.47 FEET; THENCE NORTH 84°55'08" EAST 196.41 FEET; THENCE NORTH 59°28'37" EAST 31.42 FEET; THENCE SOUTH 89°51'20" EAST 155.63 FEET; THENCE NORTH 89°48'53" EAST 26.55 FEET; THENCE SOUTH 00°10'59" EAST 324.20 FEET; THENCE SOUTH 88°48'12" EAST 21.45 FEET TO THE PLACE OF BEGINNING.

LESS AND EXCEPTING THAT PORTION CONVEYED TO UTAH COUNTY DESCRIBED AS FOLLOWS: COMMENCING AT A POINT ON AN EXISTING FENCE LINE; SAID POINT BEING LOCATED SOUTH 1193.45 FEET AND EAST 376.16 FEET FROM THE NORTH QUARTER CORNER OF SECTION 12, TOWNSHIP 5 SOUTH, RANGE 1 WEST SALT LAKE BASE AND MERIDIAN; SAID POINT HAVING UTAH STATE PLANE COORDINATES OF X+1,889,949.54 FEET BASED ON THE LAMBERT CONFORMAL PROJECTION, UTAH CENTRAL ZONE; THENCE NORTH 88°39'25" WEST 38.35 FEET; THENCE NORTH 65°06'40" WEST 51.92 FEET; THENCE NORTH 43°30'57" WEST 129.85 FEET; THENCE SOUTH 56°13'47" EAST 210.34 FEET TO THE POINT OF BEGINNING.

ALSO LESS AND EXCEPTING: BEGINNING AT A POINT EAST 331.87 FEET AND NORTH 43.10 FEET FROM THE NORTH QUARTER CORNER OF SECTION 12, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN. SAID POINT BEING LOCATED ON THE EXISTING SOUTH RIGHT OF WAY FENCE LINE OF UTAH CO. ROAD 9600 NORTH; THENCE ALONG SAID FENCE LINE NORTH 89°48'53" EAST 663.15 FEET; THENCE SOUTH 00°06'10" WEST 346.53 FEET; THENCE NORTH 89°53'50" WEST 663.14 FEET THENCE NORTH 00°06'10" EAST 343.19 FEET TO THE POINT OF BEGINNING.

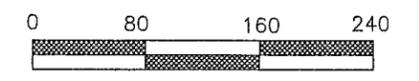
ALSO TOGETHER WITH AND LESS AND EXCEPTING THOSE PORTIONS DESCRIBED IN BOUNDARY LINE AGREEMENT, RECORDED JANUARY 22, 2004, AS ENTRY NO. 7375:2004.

-202-



VICINITY MAP

LAND USE:	
PROJECT AREA=	12.51 ACRES
ZONING=	R-1-22
TOTAL LOTS=	20 LOTS
OVERALL DENSITY=	1.60 LOTS PER ACRE



(24"x36")
SCALE: 1" = 80'
(11"x17")
SCALE: 1" = 160'

RECEIVED
JAN 14 2016
LEHI CITY

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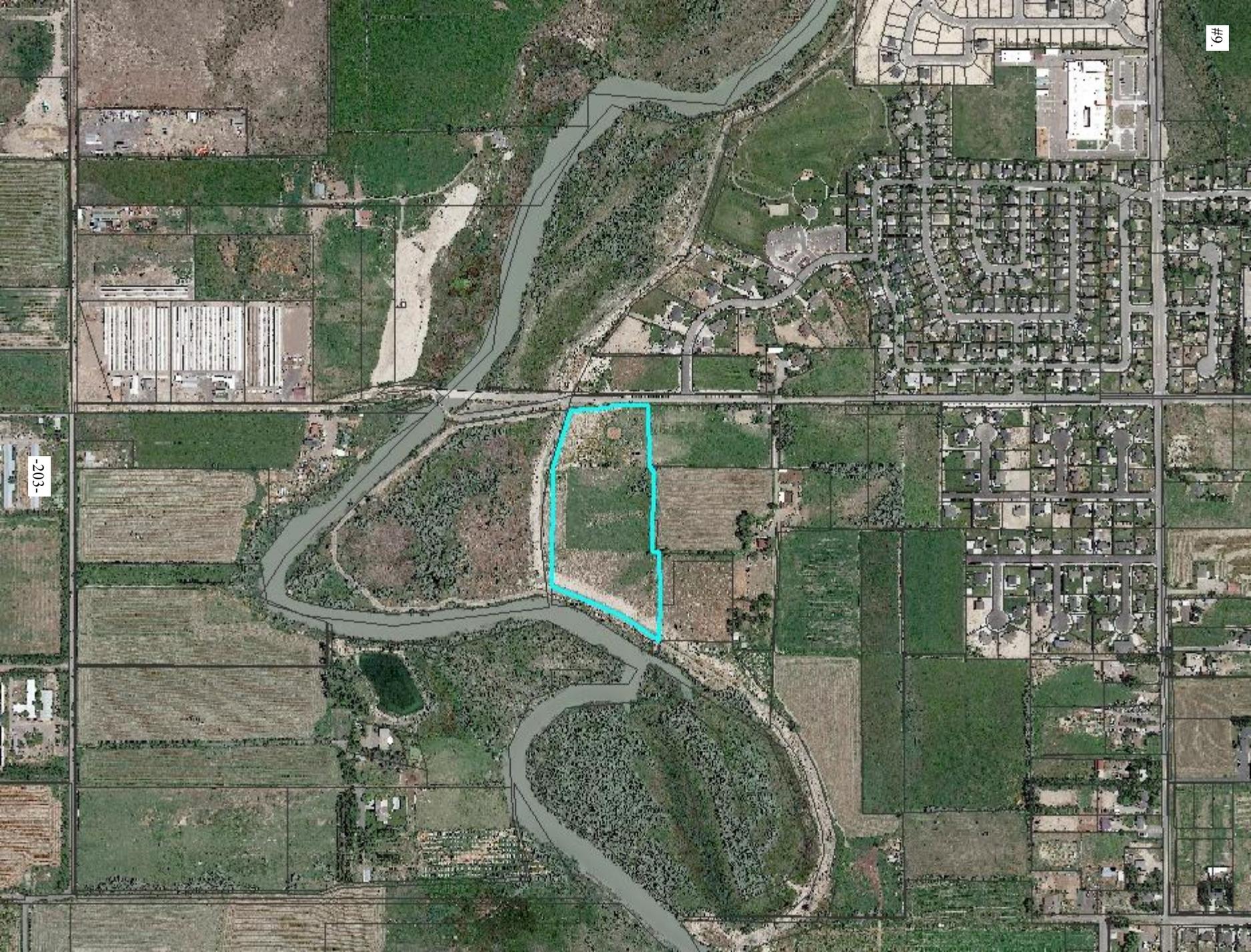
TRANE ENGINEERING, P.C.
CONSULTING ENGINEERS AND LAND SURVEYORS
27 EAST MAIN LEHI, UTAH 84043 (801) 768-4544

LEHI, UTAH

1500 NORTH ALLRED
A RESIDENTIAL SUBDIVISION

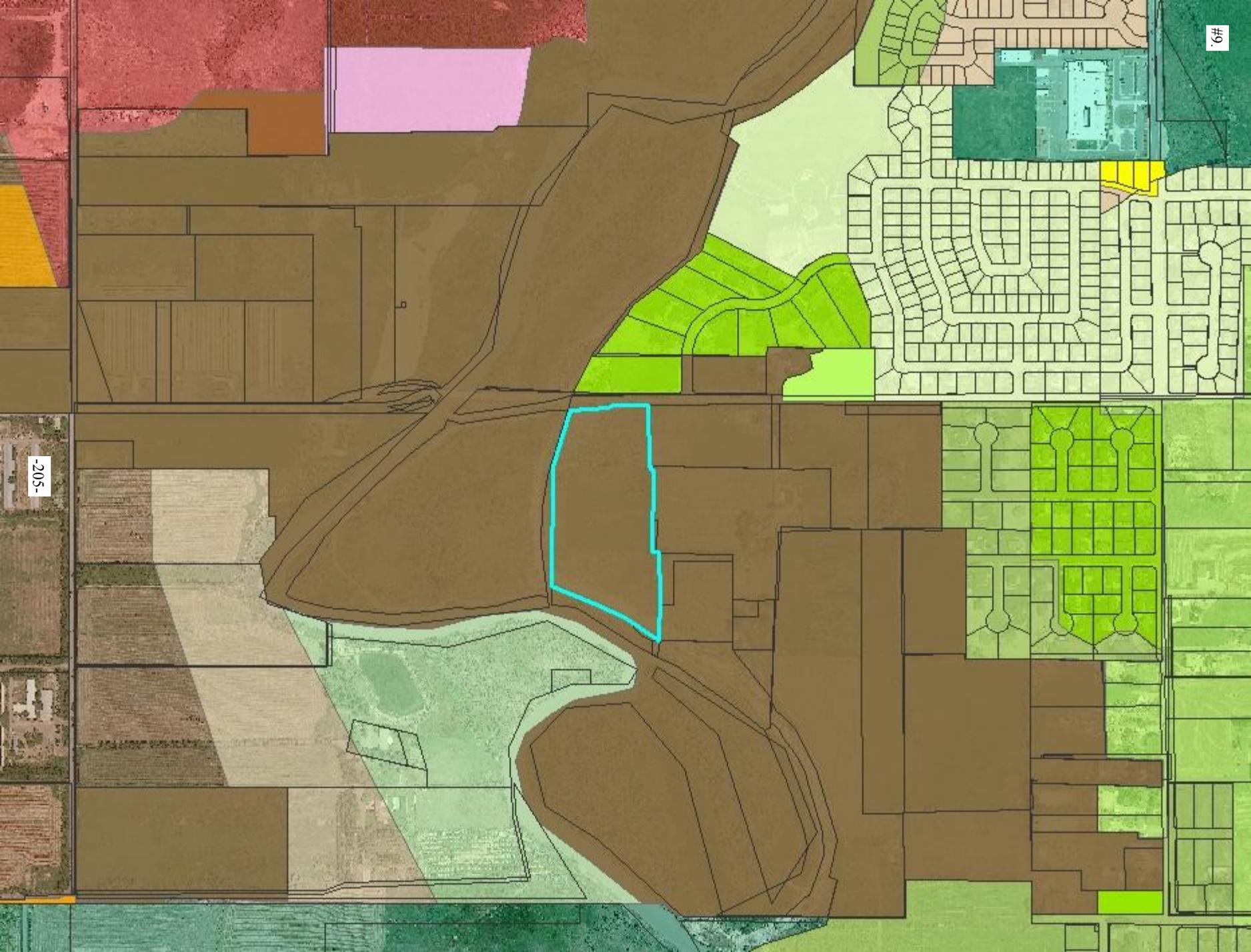
CONCEPT

JOB
CHBROS
SHEET 1
1 OF 6 #





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LAND FOR SALE
12.5 Acres
realty path **JODY TUFT**
801-347-4591

-209-



ISSUE

Andrade Christensen – Requests Concept Plan approval for River Park, a 20-lot residential development located at approximately 1500 North 2950 West in a proposed R-1-22 (single-family residential agriculture) zone.

BACKGROUND

Applicant:	ATC Development (Andrade Christensen)	
Requested Action/Purpose:	Review and recommendation for a proposed concept for residential development	
Location:	Approximately 1500 North 2950 West	
Project Area:	12.518 acres	
Existing Zoning:	A-5	
Proposed Zoning:	R-1-22	
Existing General Plan Land Use Designation	VLDRA	
Adjacent Zoning and Land Use:	<i>North:</i>	RA-1 Newly approved Brailsford Subdivison
	<i>South:</i>	Jordan River Jordan River
	<i>East:</i>	TH-5 Residential/agricultural
	<i>West:</i>	TH-5 Agricultural/undeveloped
Date of Last DRC Review:	January 20, 2016	

HISTORY

9/26/2008 – This property was annexed to a TH-5 Zone as a part of the Holbrook Annexation

ANALYSIS

Concurrent with the proposed zone change to R-1-22, the applicant has filed a concept for 20 single family residential lots. The subject parcel is located along the Jordan River and Jordan River Trail. As per the draft Jordan River Overlay ordinance, lots 9-12 on the south should be moved such that the roadway is adjacent to the river trail (so the road fronts the river trail to eliminate having the trail in backyards, which could be a potential safety issue, providing access and visibility to the trail and river). As per DRC review, it was noted that the City could consider design considerations, such as reduced setbacks, lot sizes, frontages, etc, in lieu of the developer providing a layout

RECOMMENDATION

Planning Division Staff Recommendation:

The Planning Division recommends **APPROVAL** of the proposed River Park Concept contingent upon the City Council approval of the concurrently filed zone change to R-1-22, including the requirement to have the road moved towards the Jordan River so there are no lots backing the existing Jordan River Trail. If approved, the suggested motion would include approval with all DRC comments.

Planning Commission Recommendation:

The Planning Commission reviewed this item on February 11, 2016, and the following motion was made:

Janys Hutchings moved to recommend approval of Andrade Christensen's request for a Concept Plan for River Park, a 20-lot residential development located at approximately 1500 North 2950 West in a proposed R-1-22 zone and that this is contingent on City Council's approval of item 5.2, including all DRC comments; including the DRC comment especially about the moving of the road towards the Jordan River Trail; noting that this does not adversely affect the health, safety and welfare of the City and it fits in with the General Plan. Second by Scott Dean. Motion carried unanimous.

There was no public comment received for this item.

**River Park Concept
DRC Redline Comments**

Andrade Christensen – Requests Concept Plan review for River Park, a 20-lot residential development located at approximately 1500 North 2950 West in a proposed R-1-22 zone.

DRC Members Present: Brent Thomas, Kerry Evans, Greg Allred, Todd Munger, Kim Struthers, Gary Smith, Mike Howell, Ross Dinsdale, Craig Barratt

Representatives of the Applicant Present: None present.

Date of Plans Reviewed: 1/14/16

Time Start: 1:45 PM

Time End: 1:52 PM

DRC REDLINE COMMENTS:

Brent – Power:

1. The closest power is on 2650 West. A line extension will be required from that point.

Kerry – Fire: No comments.

Greg – Water/Sewer:

2. There is a Lehi Irrigation ditch that will need to be addressed at the time of development. Contact Tony Trane.

Todd – Public Works: No comments.

Kim – Planning:

3. Suggest considering a layout that puts the southern roadway along the County's trail right of way to open up the river corridor along the south side of the road. The City may consider design considerations (reduced setbacks, lot sizes, frontages, etc.) in lieu of the developer being willing to look at a more creative road layout as suggested.
4. Need to address the small remnant parcel on the east side of lot 13.
5. Work with the City to provide a trail connection in the easement if the standard 22,000 square foot lot layout is approved. Coordination with the County will be needed for connection to the trail.

Gary – Building/Inspections:

6. A soils report will be required at the time of preliminary subdivision.

Mike – Public Works: No comments.

Ross – Engineering:

7. Sewer is available on the south side of the project adjacent to the Jordan River Trail. Will need to maintain an easement and access to the existing sewer on the south side of the proposed development.
8. Storm Drain – most likely outfall is to the river or to nearby wetlands adjacent to the river. Will need to go through permitting with the state and other applicable agencies.
9. Water and pressure irrigation will need to be extended to the project from Parkside Drive.
10. The project is ever expanded it will need looped waterlines after 36 units. (there are already 10 units connected on park side drive, and an additional 4 approved)
11. 1500 North is a 70' Master Planned Major Collector.
12. Will need to pipe the storm drain/ditch on along 1500 North in a 36" pipe
13. There is a 10" culinary water line master planned to come through the project from north to south.
14. There is a 12" pressure irrigation water line master planned to come through the project from north to south.
15. Recommend providing access to the Jordan River Trail through the south side of the development, recommend fronting the road along the trail, along the south boundary of the property.

Craig – Parks: No comments.

THIS ITEM WILL BE SCHEDULED FOR PLANNING COMMISSION ON FEBRUARY 11, 2016.

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

TRANE ENGINEERING, P.C.**Engineering, Surveying & Planning***27 East Main Street Lehi, UT. 84043 (801) 768-4544 Fax (801) 768-3733*

12/20/15

Lehi City

Attn: City Council and Staff

Subject: 1500 NORTH ALLRED PROPERTY ZONE CHANGE AND CONCEPT REQUEST.

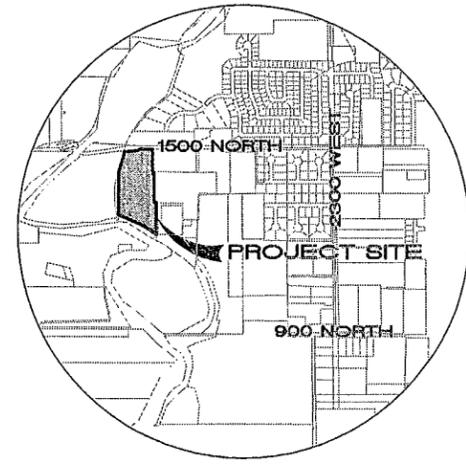
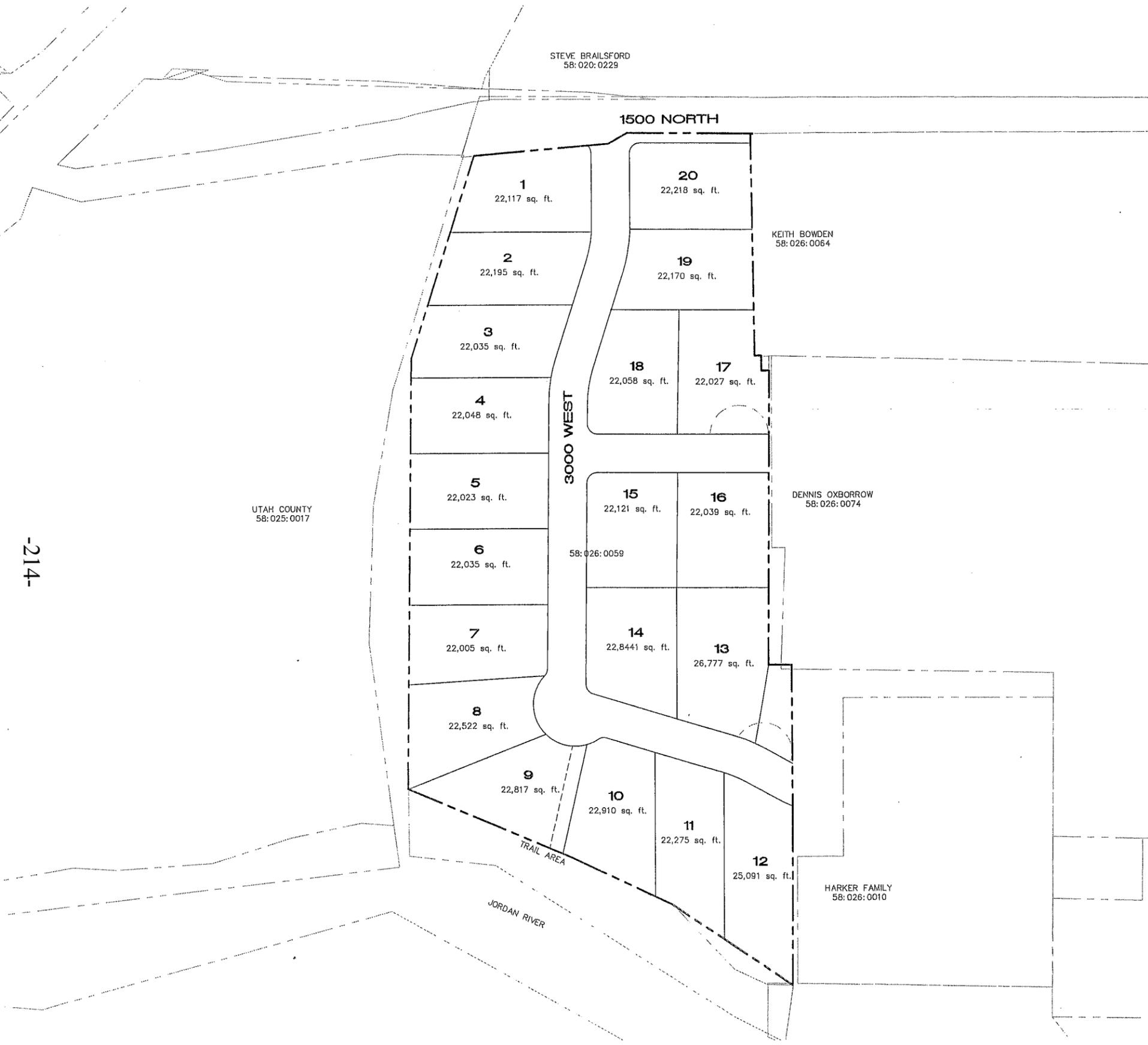
The property of approximately 12.51 acres located at 3000 West 1500 North is proposing to modify the zone of the property to R1-22. The zone change is in line with the recent zone changes requested with in the vicinity of this property. The property is proposed to be developed anticipating 20 half acre lots. The property is along the Jordan River and the Jordan River Trail corridor. A discussion with staff and the Council is anticipated for a potential trail connection in the vicinity of this proposed development.

The development proposal is consistent with current development in the area.

Thank you for your consideration of this matter.

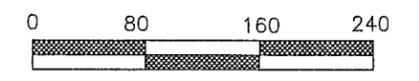
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LEHI CITY

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VICINITY MAP

LAND USE:	
PROJECT AREA=	12.51 ACRES
ZONING=	R-1-22
TOTAL LOTS=	20 LOTS
OVERALL DENSITY=	1.60 LOTS PER ACRE



RECEIVED
JAN 14 2016
LEHI CITY

(24"x36")
SCALE: 1" = 80'
(11"x17")
SCALE: 1" = 160'

REVISIONS			
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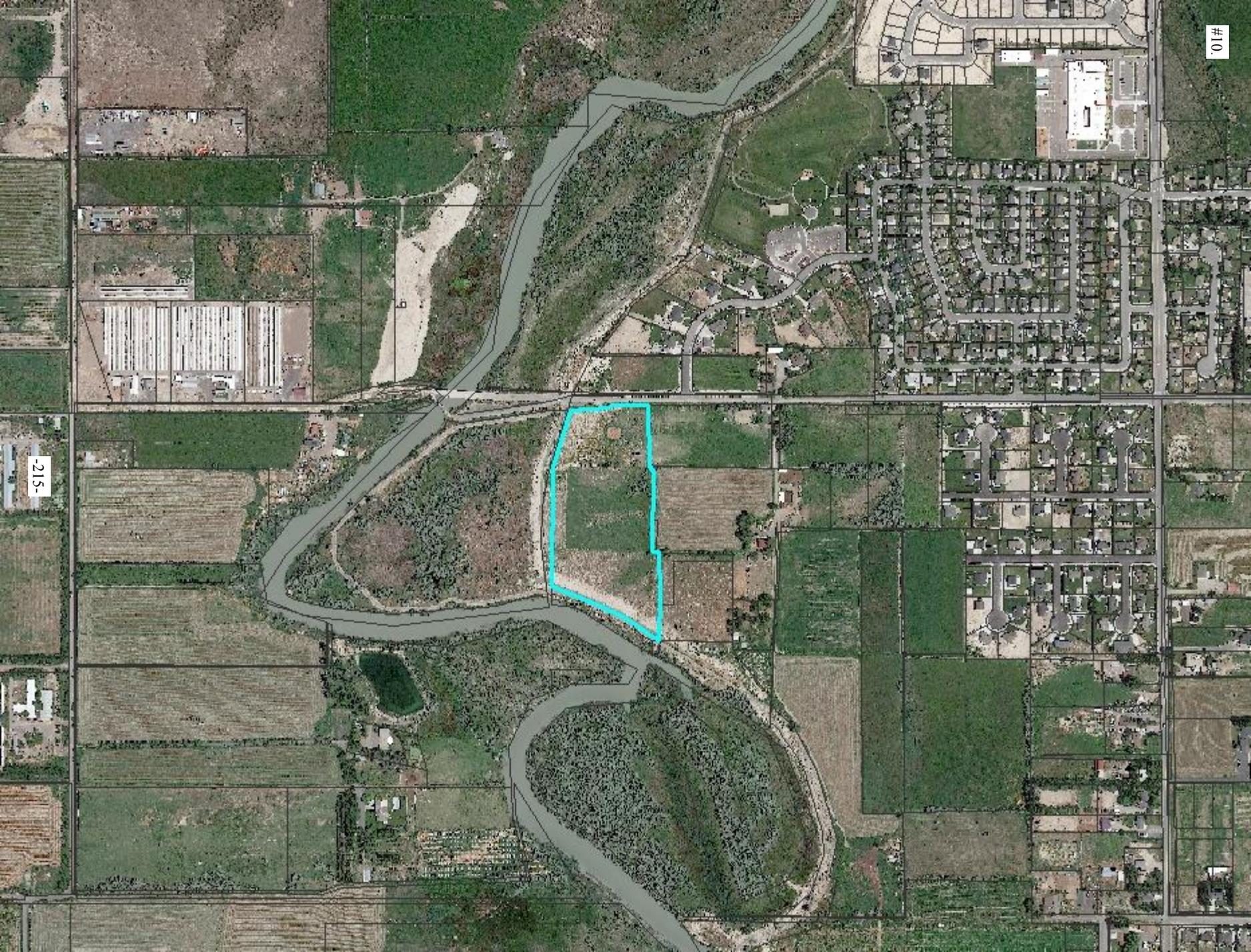
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LEHI, UTAH

1500 NORTH ALLRED
A RESIDENTIAL SUBDIVISION

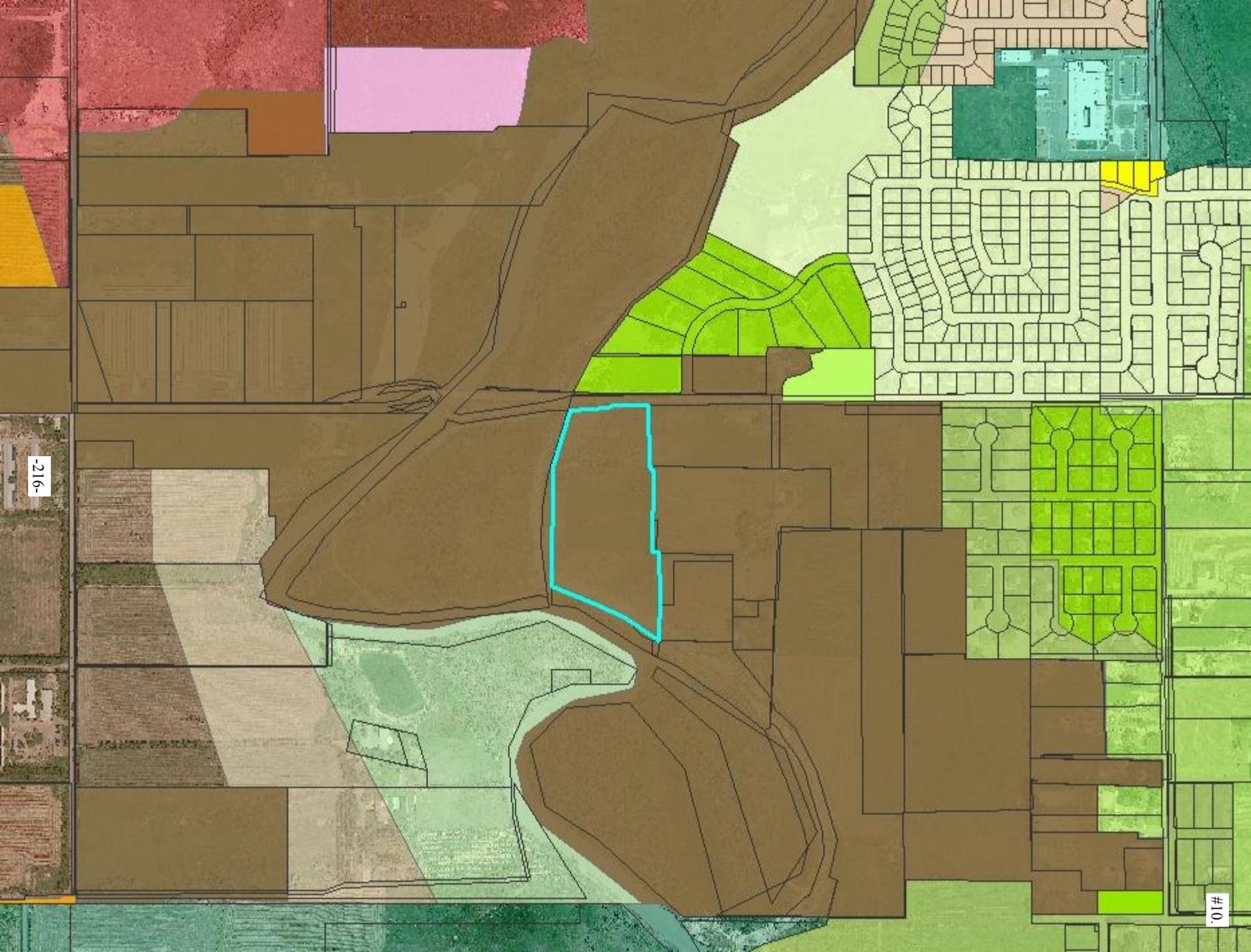
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LAND FOR SALE
12.5 Acres
realty path **JODY TUFT**
801-347-4591

#10.



ISSUE

Lehi City – Requests approval of an amendment to the Lehi City Development Code Chapter 36-B, Jordan River Protection Overlay Zone.

A. Ordinance Approving

BACKGROUND

Lehi City requests review and recommendation of a proposed Development Code amendment to create a new Chapter 36-B for the Jordan River Overlay Zone. This item has been reviewed by the Planning Commission on June 11, 2015 where the Commission tabled the item to give the property owners along the Jordan River the opportunity to work with staff to provide input for the ordinance. As part of the process, a public meeting was held on September 3, 2015 to receive input for the redraft of the ordinance. Since the public meeting, staff has met with many property owners along the Jordan River to discuss their concerns and ideas on their individual properties.

Staff has since created a new draft of the ordinance based on the public comment. The most notable items in the new ordinance are as follows:

- The determination of ownership of the buffer area is done on a case-by-case basis and can be publicly owned, privately owned, or owned by an HOA.
- The buffer area shown on the maps will have a final determination of the buffer location at the time of development and is based on the required concept plan and site features map.
- General design standards are included and only restrict rear-facing lots where a proposed development is adjacent to the Jordan River Parkway Trail. Limiting rear-facing lots is encouraged on the west side of the Jordan River but will not be required. In either case, design considerations and/or a density bonus can be provided for proposed developments.
- Permitted uses are listed and restrict buildings larger than 750 square feet from being located within the buffer unless otherwise approved by the Planning Commission and City Council. There is a clause that allows the Zoning Administrator to consider other uses not addressed in the permitted uses section.

The proposed ordinance allows flexibility and the consideration of ownership on a case-by-case basis that was not included in the previous ordinance. The proposed ordinance is essential to achieve Goal 6 of the General Plan to preserve and protect the Jordan River as a natural feature and community asset while also providing some flexibility for land owners along the River.

The proposed river buffer is shown on that maps included in the packet and is wider in some areas and more narrow in other areas. The location of the river buffer is based on topography, existing development, natural features, General Plan land use designations, and input received from property owners along the Jordan River.

RECOMMENDATION

Planning Division Staff Recommendation:

Planning staff recommends **APPROVAL** of the proposed Jordan River Overlay Zone and adding a new Chapter 36-B to the Development Code including any DRC or Planning Commission comments. This proposed Jordan River Overlay Zone is essential in achieving Goal 6 from the Lehi City General Plan to preserve and protect the Jordan River. The Jordan River is a valuable asset to the community for recreational opportunities, preservation of open space, and enjoyment of nature. The overlay zone limits development from encroaching up to the River which provides an additional degree of protection from flooding or danger to structures from river bank erosion over time. This proposed ordinance also furthers the goals of the Jordan River Commission to protect the river and provide an open space buffer.

Planning Commission Recommendation:

Planning commission reviewed this proposed amendment on February 25, 2016 at a public hearing. The Commission made the following recommendation:

Commissioner Hemmert moved to recommend approval to the City Council for the amendment to the Lehi City Development Code, Chapter 36-B, Jordan River Protection Overlay Zone; including the DRC comments; with the findings that the staff has met and worked with many of the property owners near the Jordan River to create the ordinance that addresses the property owners concerns and still achieves the goals of preserving the open space along the river; the proposed Jordan River Overlay Zone is essential to implementation of goal 6 of the General Plan and would enhance and preserve the areas adjacent to the Jordan River for future generations of Lehi residents; third finding of fact that the proposed amendment to the development code is not detrimental to the public health, safety and general welfare of the city; also a note to the Council to look at the old iron bridge and see what can be done to preserve and maintain the bridge, and look at turning the jumping and other recreational uses from an illegal activity to a legal and supervised activity. Commissioner Dean seconded the motion.

Minutes from the Planning Commission meeting on February 25, 2016 are as follows:

- 5. *Lehi City – Requests review and recommendations of an amendment to the Lehi City De-
- 2 development Code, Chapter 36-B, Jordan River Protection Overlay Zone.

Mr. West gave a brief overview of the purpose of the Jordan River Protection Overlay Zone. He said that the overall goal is to preserve and protect the Jordan River. He said that one of the notable items to the draft is that the determination of ownership of the buffer area when property is developed is determined on a case by case basis.

Commissioner Hemmert inquired about noticing to the property owners within the overlay zone. Mr. West stated that he did notify the property owners of the meeting tonight and that he was able to meet separately with several of the owners.

Commissioner Dean inquired about the logic of the overlay zone with some parts being much wider than others. Mr. West stated that mostly the geography and flood plain determined the overlay zone. He said that the Jordan River Commission’s goal is to have a 200 feet buffer, which is the case in most areas, but some areas do fall under the 200 feet. He also said that some areas are planned for parks and open space. He said the widest area is 800 feet and is master planned for parks/open space.

Chair Roll asked for public comment.

Lisa Hardman thanked the Planning Commission and staff for being willing to work with the property owners. She inquired about roads fronting the river. Mr. West stated that roads are covered in the design standards and everything on the east side will be determined on a case by case basis. Ms. Hardman also inquired about how to obtain a more detailed map of the overlay. Mr. West stated that the Planning Office can provide that.

Craig Johnson, a resident at 1500 North 3333 West, stated that he has about 800 feet of frontage with a view of the iron bridge. He also thanked the Planning staff for their work on this and being responsive to their comments. He asked about the city's long term goal of the bridge. Mr. West stated that it could be a crossing for the trail. Mr. Johnson expressed concerns with the policing of the bridge as people jump from the bridge. He says it's difficult to enforce and suggested that rather than policing the bridge, that the city provide a lifeguard there. He also expressed concern for the lack of maintenance on the bridge and was concerned that someone may get hurt on the structure. He also expressed concern with the new address assignments not being updated to Google Earth and the postal office. Mr. West stated that the planning staff promptly reports the new addresses to the county.

Joe Nielsen thanked the Planning Commission for their work. He still has concerns with the overlay zone, but appreciates the thought that was put into creating the zone.

Michelle Holbrook, representing the Holbrook family and Brian Richards, with Sahara Construction, representing the Holbrook family on the Curtis Center commented on the overlay zone. Mrs. Holbrook appreciated the process to establish the overlay zone and appreciated the open dialog with the city. She said that she understands why some of the property cannot be developed anyway because of wetland designations. She also appreciates that as development occurs on the property that it will be looked at on a case by case basis. She also stated that she likes the permitted uses within the zone.

Chair Roll closed the Public Hearing on this item at 7:52 p.m.

Motion: Commissioner Hemmert moved to recommend approval to the City Council for the amendment to the Lehi City Development Code, Chapter 36-B, Jordan River Protection Overlay Zone; including the DRC comments; with the findings that the staff has met and worked with many of the property owners near the Jordan River to create the ordinance that addresses the property owners concerns and still achieves the goals of preserving the open space along the river; the proposed Jordan River Overlay Zone is essential to implementation of goal 6 of the General Plan and would enhance and perverse the areas adjacent to the Jordan River for future generations of Lehi residents; third finding of fact that the proposed amendment to the development code is not detrimental to the public health, safety and general welfare of the city; also a note to the Council to look at the old iron bridge and see what can be done to preserve and maintain the bridge, and look at turning the jumping and other recreational uses from an illegal activity to a legal and supervised activity. Commissioner Dean seconded the motion.

If approved, the suggested motion would authorize the Mayor to sign the ordinance creating Chapter 36-B of the Lehi City Development Code.



ORDINANCE NO. 15-2016

AN ORDINANCE AMENDING THE LEHI CITY DEVELOPMENT CODE, CREATING CHAPTER 36-B, JORDAN RIVER OVERLAY ZONE

WHEREAS, it has become necessary to amend the Lehi City Development Code to create Chapter 36-B, creating the Jordan River Overlay Zone; and

WHEREAS, this amendment is essential to meet Goal 6 of the Lehi City General Plan Land Use Element to preserve and protect the Jordan River corridor as a natural feature and community asset for recreation, trails, wildlife habitat, and natural beauty in Lehi City; and

WHEREAS, this amendment includes development requirements and implements a river buffer that preserves open spaces along the Jordan River corridor but continues to allow appropriate development; and

WHEREAS, following a public hearing on February 25, 2016, the Lehi City Planning Commission reviewed the proposed revisions and forwarded a positive recommendation to the City Council; and

WHEREAS, on March 8, 2016, the City Council held a duly noticed meeting to receive public comment and ascertain the facts regarding this matter, which facts and comments are found in the hearing record and which include the staff report, minutes from the Planning Commission meeting of February 25, 2016, and the positive recommendation of the Planning Commission; and,

WHEREAS, after considering the facts and comments presented to the Municipal Council, the Council finds: Chapter 36-B of the Lehi City Development Code should be created; and such action furthers the health, safety, and welfare of the citizens of Lehi.

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

PART I:

Chapter 36-B of the Lehi City Development Code is hereby created.

PART II:

A. If a provision of this Ordinance #15-2016 conflicts with a provision of a previously adopted ordinance concerning the same title, chapter, and/or section number amended herein, the provision in this Ordinance shall prevail.

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

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

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

Approved and Adopted by the City Council of Lehi City this 8th day of March, 2016.

ATTEST

Bert Wilson, Mayor

Marilyn Banasky, City Recorder

DRC CITY BUSINESS

DRC Members Present: Brent Thomas, Kerry Evans, Greg Allred, Todd Munger, Kim Struthers, Gary Smith, Mike Howell, Brad Kenison, Craig Barratt
Date of Plans Reviewed: 2/4/16

DRC REDLINE COMMENTS:

Lehi City – Requests review of amendments to the Lehi City Development Code:

- Chapter 11, Preliminary Subdivision Requirements – #13D – only require setbacks to be shown on the preliminary when a variation is being requested. Also on #29 and #31, easements for offsite are not required
- Chapter 36-B Jordan River Overlay – the DRC had no comments

Lehi City – Requests review of amendments to the Design Standards and Public Improvements Specifications Manual.- individual members should meet with Ross on a case-by-case basis

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

Chapter 36-B

Jordan River Protection Overlay Zone

- Section 36B.010. Purpose and Intent
- Section 36B.020. Applicability
- Section 36B.030. Relationship to Other Regulations
- Section 36B.040. Definitions
- Section 36B.050. Permitted Uses
- Section 36B.060. River Buffer
- Section 36B.070. Concept Plan
- Section 36B.080. Site Features Mapping
- Section 36B.090. Design Standards
- Section 36B.100. Ownership of Open Lands
- Section 36B.110. Maintenance of Open Lands

Section 36-B.010. Purpose and Intent.

Purpose and Intent. The Jordan River Protection Overlay Zone provides an open space buffer between the river and adjacent residential and non-residential development. The specific purposes and intent of this Chapter include:

- A. Creating a buffer adjacent to the Jordan River to limit encroaching development;
- B. Conserving natural and cultural resources and features adjacent to the river;
- C. Providing for and protecting public ownership and access to the river where it is deemed appropriate;
- D. Preserving and enhancing the existing Jordan River Parkway Trail;
- E. Improving the use and water quality of the Jordan River;
- F. Protecting the scenic view corridors along the Jordan River;
- G. Minimize flood hazards; and
- H. Creating recreational opportunities.



Figure 1. Jordan River Parkway Trail.

Section 36-B.020. Applicability.

The Jordan River Protection Overlay Zone applies to all parcels or properties located within the Jordan River Buffer Area as identified on the Lehi City General Plan Land Use Map.

Section 36-B.030. Relationship to Other Regulations.

The requirements of this Overlay Zone shall apply in addition to the applicable regulations for each underlying zoning district. In the event that regulations imposed by this ordinance conflict with regulations of an underlying zoning district, the most restrictive regulation shall apply.

All development within the Jordan River Protection Overlay Zone shall also comply with all applicable State and Federal regulations. Documentation of compliance with applicable State and Federal regulations shall be required prior to approval of subdivision plats or other development approvals.

Section 36-B.040. Definitions.

Cultural Resources - Human artifacts and remains older than fifty years that are identified by the state Historic Preservation Office (SHPO) as cultural and historic resources under State law.

Habitat - The place or environment where plants and/or animals naturally or normally live and grow.

Natural Resources - Fresh water, air, wildlife, and wildlife habitat areas that are supplied by nature.

River Buffer - A strip of land between the Jordan River and adjacent development.

Riparian Area - An area adjacent to surface water bodies such as streams and lakes that is characterized by periodic inundation and hydrophilic (water-loving) vegetative types.

Wetland - Land that has been determined by the Army Corps of Engineers to be regulated under the federal Clean Air Act.

Section 36-B.050. Permitted Uses.

The following uses are permitted within the Jordan River Overlay Zone:

- A. Open space
- B. Parks and associated improvements
- C. Agricultural uses
- D. Golf Course
- E. Trails – paved and unpaved
- F. Accessory buildings incidental to a principal use with less than seven hundred fifty (750) gross square feet (unless otherwise approved by Planning Commission and City Council)
- G. Outdoor amphitheatres
- H. Public facilities including utilities, detention and drainage facilities, wells, etc.
- I. Other similar uses deemed appropriate within the river buffer as approved by the Zoning Administrator

Section 36-B.060. River Buffer.

The Jordan River Overlay Zone implements a river buffer as identified on the Lehi City General Plan Land Use Map. The final boundary of the river buffer will be determined on a case-by-case basis at the time of development based on existing site features.

Single family homes shall not be located within the river buffer and no permanent buildings shall be placed within fifty (50) feet of the top of the riverbank with the exception of any flood control or river-related facilities.

Section 36-B.070. Concept Plan

Concept Plan of Proposed Development. A concept Plan is required for all development within the Jordan River Protection Overlay Zone before a preliminary subdivision or site plan may be submitted. The Concept Plan gives the applicant, staff, Planning Commission and City Council an opportunity to discuss the project in the conceptual stage. The applicant can use the Concept Plan meetings to receive direction on project layout as well as discuss the procedure for approval, the specifications and requirements that may be required for layout of streets, drainage, water, sewerage, fire protection, and similar matters prior to the preparation of a more detailed preliminary subdivision plat. Sections 11.010–11.030 of the Development Code identify the requirements for a Concept Plan.

In addition to the concept requirements set forth in Chapter 11 of the Development Code, the required concept plan must include the following items:

- A. Topographic contours at 2 feet or closer intervals may be required to determine river buffer;
- B. Limits of all floodplains;
- C. Water supply source protection areas;
- D. Proposed trail and open space locations; and
- E. Significant trees and vibrant areas of native vegetation.

Section 36-B.080. Site Features Mapping.

Site Features Map Required. Concurrent with the submission of a Concept Plan application, the applicant shall prepare and submit a site features map. The applicant is only required to map site features located within the Overlay Zone and areas located within fifty (50) feet of the Overlay Zone (to help finalize the river buffer location).

The purpose of the site features map is to identify and locate site features to facilitate creation of a site development design that mitigates impacts to the natural and cultural resources of the development area, and reduce risks associated with flooding, high ground water, and unstable soils. The site features map shall identify and locate the following features within the buffer area:

- A. The Jordan River, streams, tributaries, ponds, wetlands, and other hydrologic features;
- B. Riparian areas;
- C. Known habitat of endangered, threatened, or State sensitive species;
- D. Existing public and recreational access and uses;
- E. Cultural and historical resources;

Section 36-B.090. Design Standards.

The following design standards are intended to improve the character and aesthetic qualities of developments in the Jordan River Protection Overlay Zone and to minimize impacts on important natural and other site features. Variations from these standards may be granted by the appropriate decision making body depending on the nature of the application (example - subdivisions are approved by the City Council) provided that the overall intent of this section is achieved by the alternative design.

- A. General Standards.
 1. Lot Sizes. Lots should be designed to generally increase in size as they are placed

closer to the Jordan River with clustering of smaller lots farther away from the River.

2. Rear Facing Lots Located Adjacent to Jordan River Parkway. Rear facing lots shall be prohibited where a development is located along the Jordan River Parkway. A public road shall be placed between lots and the Jordan River Parkway trail to provide public access and to improve visibility and safety within the river buffer area and on the trail. Subdivision design considerations and/or a density bonus may be allowed at the discretion of Lehi City for proposed developments due to additional costs that may be placed on the developer (see Figure 2).

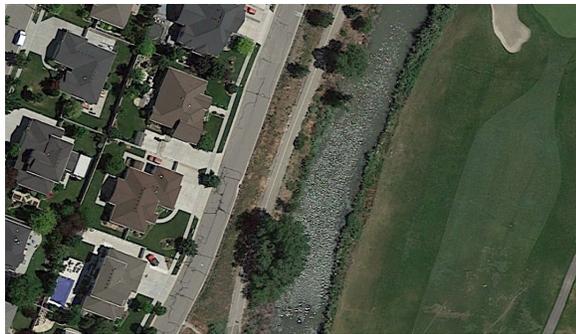


Figure 2. A road is shown located between the homes and the Jordan River Parkway Trail.

3. Rear Facing Lots Not Located Adjacent to Jordan River Parkway. Limit rear-facing lots as much as possible where a development is located adjacent to the Jordan River with no trail located along the river frontage. To provide public access and to improve visibility and safety within the river buffer area, it is the City's preference to have a road located between the lots and the Jordan River. This standard will be encouraged and reviewed on a case-by-case basis. Subdivision design considerations and/or a density bonus may be allowed at the discretion of Lehi City for developments that utilize this form of development.

4. Jordan River Parkway Trail Connections. Where located adjacent to the Jordan River Parkway Trail or other master planned trails as identified in the Lehi City Trails Master Plan and Lehi City Bicycle and Pedestrian Master Plan, a minimum of one (1) hard surface trail connection with a minimum of ten (10) feet in width shall be provided to the trail for each subdivision with a maximum spacing of one (1) connection per half mile (see Figure 3).

Access points to designated public trails and open areas should be clearly identified on plans and posted with permanent signage approved by the Planning Commission and/or City Council.



Figure 3. Trail connection is provided from the subdivision to the Jordan River Parkway.

5. Site Features Preservation. All development shall preserve important site features in their natural condition as approved by the Planning Commission or City Council.

Site features identified in Section 36-B.080 should be treated as fixed determinants of road and lot configuration rather than malleable elements that can be changed to allow for a preferred development scheme.

6. Vegetation. Significant trees, boundary trees, wetlands, streams and other important site features should be incorporated into open spaces, along the edges of individual lots, along a path, or roadway.

7. Any design standard not addressed in this Chapter shall be referred to other sections of the Development Code and Lehi City Design Standards and Public Improvements Specifications Manual.

Section 36-B.100. Ownership and Maintenance of Open Lands.

The ownership and responsibility for maintenance of the required river buffer areas and other areas left undeveloped to protect natural resources and avoid hazards will be decided on a case-by-case basis at the time development occurs. In general, areas planned to be open for use by the general public should be in public ownership. Areas planned to be kept private can remain in private ownership. Options for ownership and maintenance include:

A. Lehi City Ownership. Lehi City will accept any portion of the river buffer or other open land, provided that:

- 1. The land is in an acceptable condition to Lehi City at the time of transfer with regard to size, shape, location, and improvement; and,
- 2. At Lehi City’s discretion and as part of a development agreement, the applicant may be required to provide funding for one year of maintenance.
- 3. The land is free of any encumbrances.

B. Public Ownership Other than Lehi City. Public ownership may also be addressed through other governmental entities such as the Division of Natural Resources and Utah County.

C. Private Ownership. Unless otherwise approved by Lehi City, the underlying fee ownership of the land may remain in single ownership and may be owned and maintained by one of the following entities: land trust, conservation organization, or private individual.

D. Owners’ Association. Land may be held in common ownership by a homeowners’ association or other acceptable owners’ association, subject to all of the provisions for owners’ associations set forth in State regulations and Lehi City’s subdivision regulations. In addition, the following requirements shall be met:

- 1. A description of the organization of the proposed association, including its bylaws, and all documents governing ownership, maintenance, and use restrictions for river buffer and open lands, including restrictive covenants for the Subdivision, shall be submitted by the developer with the Final Plat application.
- 2. The proposed association shall be established and operating (with financial subsidization, if necessary) prior to or concurrent with the recording of the Final Plat for the Subdivision.
- 3. Membership in the association shall be mandatory for all purchasers of property within the Subdivision and their successors in title.

4. The association shall be responsible for maintenance and insurance of the river buffer and other open lands.

5. The bylaws of the association and restrictive covenants for the Subdivision shall confer legal authority on the association to place a lien on the real property of any member who falls delinquent in dues. Such dues shall be paid with the accrued interest before the lien may be lifted.

The City shall have no obligation to enforce and of the foregoing private bylaws, but may enforce the maintenance requirements contemplated in this Section against applicable Owner’s Association by any means contemplated by the Lehi City Development Code.

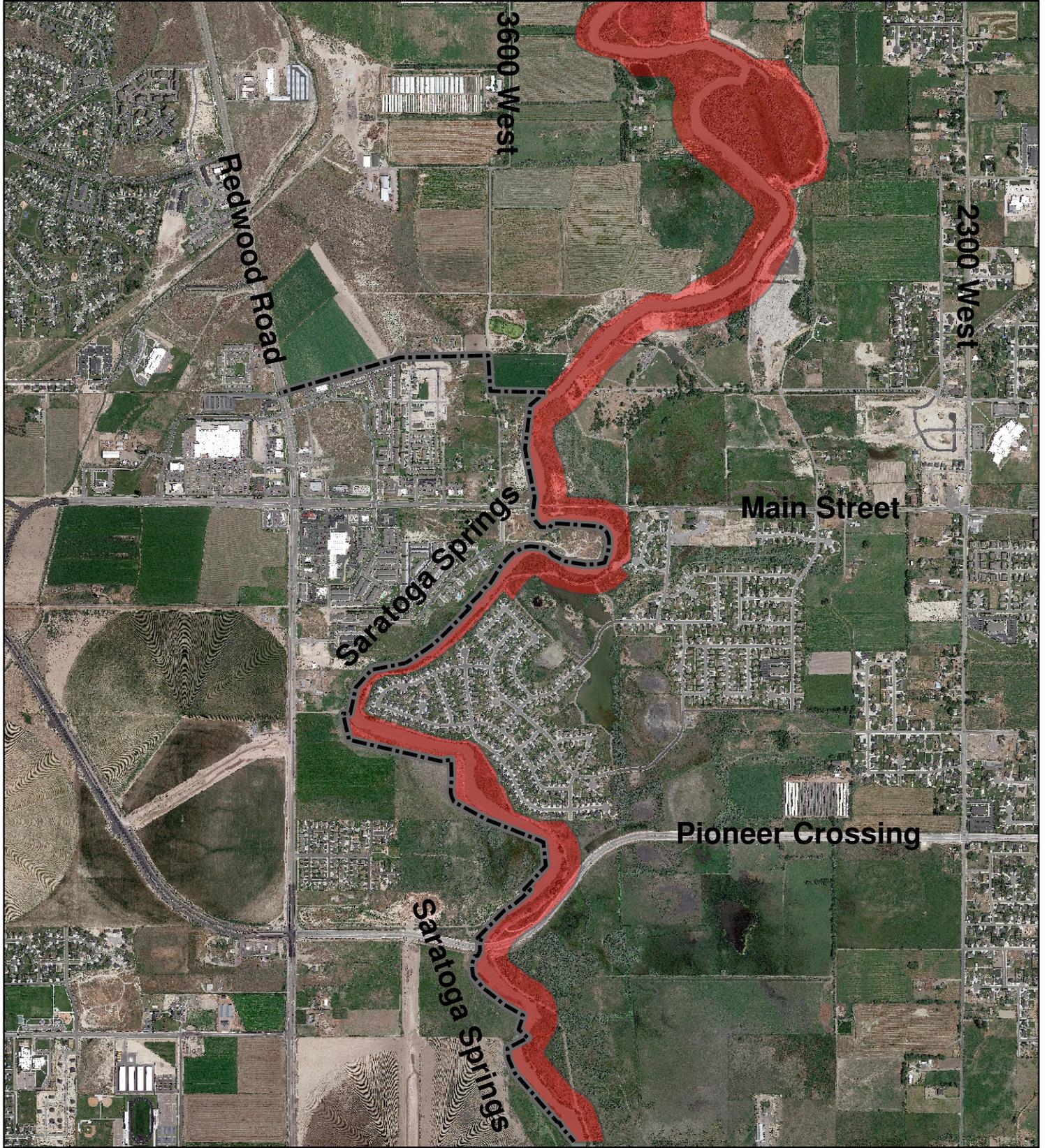
Jordan River Overlay Zone

North



0 500 1,000 2,000 3,000 Feet

#11. **Jordan River Overlay Zone**
South



0 500 1,000 2,000 3,000 Feet



Staff Report: Forrest-Mellor Park

Office of the City Administrator
March 8, 2016

Issue

City Staff and Landmark Design present the final concept design of Forrest-Mellor Park for City Council Approval.

Background

Landmark Design has been working with city staff to complete a concept design for Forrest-Mellor Park since May 2015. The design has gone through a number of revisions due to changes in property lines and needed amenities. The final concept was presented to the City Council on February 23, 2016. Based on positive feedback, we present the concept for final approval.

Summary

Based on the assessment from the recently completed Parks Master Plan and recommendations from parks and recreation staff, Forrest-Mellor Park will be a sports-centric park with a five diamond baseball complex and three soccer/multi-purpose fields. A regional trail will weave through the park and connect to the proposed Dry Creek Trail. The existing mini park (with a playground and pavilion) will connect to the larger Forrest-Mellor Park by a walking bridge that crosses the creek.

The concept also includes two additional playgrounds, two small pavilions, restroom facilities, and two plazas. There are an estimated 515 parking stalls to meet the demands of the sports programs and facilities. The concept identifies a future road connection on the east side for future development.

This design is intended to only be a concept of the amenities that will be included in this park. Once funding is approved for construction, the Parks Division will hire a contractor to prepare final landscape and construction documents. Forrest-Mellor Park will follow the standard development process to be reviewed by the Development Review Committee and Planning Commission.

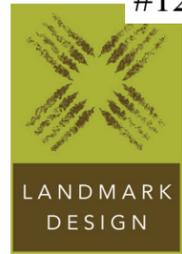
The final cost for the park is estimated to be between \$18.7 million to \$27.9 million. A cost estimate from Landmark Design is included with this briefing. The cost may vary depending on the costs to develop necessary infrastructure on and around Forrest-Mellor Park. The final cost will be fine-tuned through the budget process and when we have construction documents.

Staff Recommendation

Based on previous discussion and briefings, staff recommends final approval of the Forrest-Mellor Park concept plan.

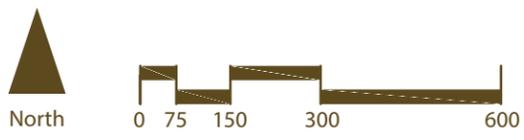
Prepared By: Cameron Boyle, Assistant to the City Administrator

Staff Contact: Cameron Boyle, Assistant to the City Administrator (385-201-2266; cboyle@lehi-ut.gov)



Forrest Mellor Park

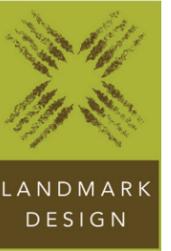
Sports-Centric Park



Parking Calculations	
50 stalls per acre of baseball field	250
15 stalls per multi-use field	45
15 stalls per large pavilion	15
10 stalls per large play area	10
5 stalls per play area	10
	330
Total # of Parking Stalls (this plan) =515*	
*Actual number of spaces shown on this plan is 531. This number is adjust to reflect accessible parking requirements.	

Forrest Mellor Park

Image Board



Multi-Use Sports Fields



Ballfields



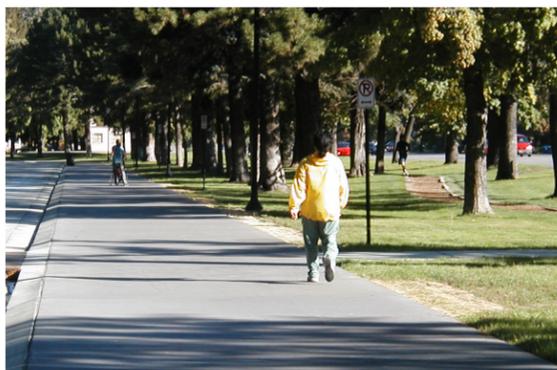
Farm-Themed Play Area



Centrally-Located Play Area



Large Pavilions



Regional Trail

Perimeter Walking Pa -237-

LANDMARK DESIGN INC.
 FORREST MELLOR PARK - +/- 2,395,800 SF (+/- 55 Acres)
 CONCEPT OPINION OF PROBABLE COST
 Date: March 2, 2016

BASE BID

ITEM	QUANTITY	UNIT	COST	TOTAL
General				
Mobilization / Demobilization 6%	1	LS	\$850,536.00	\$850,536.00
Soil Mitigation Allowance	1	LS	\$200,000.00	\$200,000.00
Section Subtotal				\$1,050,536.00
Engineering				
SWPPP	1	LS	\$10,000.00	\$10,000.00
Survey and Layout	1	LS	\$30,000.00	\$30,000.00
Clear and Grub (55 Acres), Mass Grading, Finish Grading	1	LS	\$500,000.00	\$500,000.00
Asphalt Parking	198,000	SF	\$3.00	\$594,000.00
Asphalt Roadway (Includes future local road connection)	88,000	SF	\$3.50	\$308,000.00
Concrete Curb and Gutter (Includes future local road connection)	14,600	LF	\$18.00	\$262,800.00
Concrete Plazas	50,000	SF	\$8.00	\$400,000.00
Concrete Sidewalks and Ramps	122,000	SF	\$7.00	\$854,000.00
Utility Water	1	LS	\$75,000.00	\$75,000.00
Utility Irrigation Water	1	LS	\$75,000.00	\$75,000.00
Utility Sewer	1	LS	\$50,000.00	\$50,000.00
Utility Electrical Site	1	LS	\$100,000.00	\$100,000.00
Utility Electrical Parking	1	LS	\$250,000.00	\$250,000.00
Utility Electrical Structures	12	Each	\$10,000.00	\$120,000.00
Utility Storm Drain	1	LS	\$75,000.00	\$75,000.00
Section Subtotal				\$3,703,800.00
Sports Fields				
Sports fields (Grass, irrig, fences, infield, etc.)	5	LS	\$500,000.00	\$2,500,000.00
Field Drainage	5	LS	\$70,000.00	\$350,000.00
Utility Service	1	LS	\$150,000.00	\$150,000.00
Building (Two-story with restroom, storage, etc.)	1	LS	\$1,200,000.00	\$1,200,000.00
Seating	5	LS	\$35,000.00	\$175,000.00
Concrete Flatwork	76,000	SF	\$8.00	\$608,000.00
Section Subtotal				\$4,983,000.00
Hardscape and Furnishings				
Restroom, Utility	2	EACH	\$250,000.00	\$500,000.00
Maintenance, Utility (Location to be determined)	1	EACH	\$750,000.00	\$750,000.00
Pavilion - structure 30 x 40, Concrete flatwork, picnic tables	1	EACH	\$75,000.00	\$75,000.00
Pavilion - structure 20 x 20, Concrete flatwork, picnic tables	2	EACH	\$30,000.00	\$60,000.00
Picnic - structure 12 x 12 concrete flatwork, 1 picnic table	8	EACH	\$15,000.00	\$120,000.00
Furnishings - Benches, Trash Receptacles, Bike Racks, Etc.	1	LS	\$100,000.00	\$100,000.00
Special Planting Considerations - tree grates, planters, soils, etc.	1	LS	\$150,000.00	\$150,000.00
Playground - Large, Equipment, Edging, Surfacing	1	EACH	\$500,000.00	\$500,000.00
Playground - Medium Equipment, Edging, Surfacing	1	EACH	\$300,000.00	\$300,000.00
Bridge Link	1	EACH	\$100,000.00	\$100,000.00
Section Subtotal				\$2,655,000.00
Softscape				
Plant Material, Trees and Shrubs	1	LS	\$400,000.00	\$400,000.00
Sod	1,241,000	SF	\$0.60	\$744,600.00
Soil Amendments/Topsoil	1,241,000	SF	\$0.10	\$124,100.00
Hydroseed and Fine Grading Fescue Blend	0	SF	\$0.10	\$0.00
Irrigation Systems	1,241,000	SF	\$1.10	\$1,365,100.00
Section Subtotal				\$2,633,800.00
SUBTOTAL				\$15,026,136.00
General with % Calculations				
Contingency		15%	\$2,253,920.40	\$2,253,920.40
Design Fees		10%	\$1,728,005.64	\$1,728,005.64
SUBTOTAL				\$3,981,926.04
TOTAL COST				\$19,008,062.04