Lehi City Council Meeting
Agenda
March 18, 2025

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

Pre-Council, 5:30 p.m.

1. Welcome and Opening Comment

2. Presentations and Reports

   2.1. North Station Area Plan Presentation

   2.2. Business License Ordinance Discussion
   Ordinance-Business License Revisions (clean).docx
   Ordinance-Business License Revisions (redlined).docx

   2.3. Discussion regarding the closure of 1870 N connection to State Street and adding a traffic signal at 1800 N State Street

   2.4. Lehi City Grant Program Update

   2.5. Discussion of staffing plans for Family Park.

3. Agenda Questions
   The Mayor and City Council discuss and ask questions on items on the Regular Session agenda.

4. Administrative Report

5. Mayor and Council Reports
   Calendar items and outside Committee reports

Regular Session, 7:00 p.m.

1. Welcome, Roll Call, Pledge of Allegiance

2. 20 Minute Citizen Input
   (for public comments on items not listed on the agenda. Comments limited to 3 minutes per person with a time limit not to exceed 20 minutes for this item.)

3. Consent Agenda

3.1. Approve City Council Meeting Minutes
012825 CC.docx
020425 Budget Retreat.docx
021125 CC.docx
030425 WS.docx

Regular Agenda

4. Consideration of Resolution #2025-14, authorizing the issuance and sale of not more than $20,000,000 aggregate principal amount of franchise and sales tax and revenue bonds, series 2025; and related matters.
Petitioner: Lehi City
Res 2025-14- Bonds.docx
Bond Purchase Contract - Lehi Franchise & Sales Tax Revenue Bonds 2025 (Broadband Project).docx
Net Network Revenue Pledge Agreement - Lehi Franchise & Sales Tax Revenue Bonds 2025 (Broadband Project).docx
Sales Tax Eighth Supplemental Indenture -Lehi Franchise & Sales Tax Revenue Bonds 2025 (Broadband Project).docx
Sales Tax Pledge Agreement - Lehi Franchise & Sales Tax Revenue Bonds 2025 (Broadband Project).docx
Second Supplemental Indenture - Lehi Franchise & Sales Tax Revenue Bonds 2025 (Broadband Project).docx
Preliminary Official Statement - Lehi Franchise & Sales Tax Rev 2025 (Broadband Project).docx

5. Community Development Block Grant (CDBG)- Mountainland Association of Governments
a. Applicant Presentations
b. Consideration of Project Approval and Funding Allocation for the Community Development Block Grant
Lehi City_PY2025 Family Haven.pdf
Lehi City_PY2025 FriendsofUtahCountyChildren'sJusticeCenter.pdf
Lehi City_PY2025 Lehi Engineering.pdf
Lehi City_PY2025 Tabitha'sWayLocalFoodPantry.pdf
LehiCity_PY2025_30512_HolbrookCenter (2).pdf
LehiCity_PY2025_UnitedWayofUtahCountyVITA.pdf
FY25 Lehi CDBG application awards draft - Final allocation.pdf

6. Consideration of Ordinance #07-2025 approving the Cardenas Zone Change on 0.16 acres located at 610 East State Street changing the zoning from R-2 to Commercial. (Tabled from the January 28, 2025 meeting)

Petitioner: Nelly Cardenas
CC Staff Report Cardenas Zone Change 03.18.25.docx
Cardenas Zone Change DRC 12.11.24.docx
Ord 07-2025.docx
Cardenas narrative.pdf
Cardenas GP.pdf
Cardenas Zoning.pdf
Cardenas Aerial.pdf
Cardenas Zone Change DRC 12.11.24.pdf

7. Consideration of Resolution #2025-12 intent to annex the Bart Christofferson Annexation #2 located at 440 South 300 East.
Petitioner: Tony Trane
CC Staff Report - Resolution of Intent Bart Chrisofferson Annexation #2 03.18.25.docx
Bart Christofferson Annexation #2 DRC 02.26.25.docx
Res 2025-12.docx
Bart Christofferson annexation Narrative.pdf
Bart Christofferson annexation #2 plat.pdf

8. Consideration of Ordinance #08-2025 approving the Heaton Zone Change on 0.73 acres from RA-1 to R-1-Flex located at 285 South 500 West.
Petitioner: Travis Heaton
CC Staff Report Heaton Zone Change 03.18.25.docx
Heaton Zone Change DRC 02.05.25.docx
Ord 08-2025.docx
Heaton Zone Change DRC 02.05.25 narrative.pdf
Heaton Aerial.pdf
Heaton GP.pdf
Heaton Zoning.pdf

9. Consideration of Ordinance #13-2025 approving the KAZ Design Build Zone Change on 0.99 acres from RA-1 to R-1-Flex located at 850 North 1200 East.
Petitioner: Lydon Dangerfield
CC Staff Report KAZ Design Build Zone Change 03.18.25.docx
KAZ Design Build DRC 02.05.25.docx
Ord 13-2025.docx
KAZ narrative and explanation.pdf
Aerial Map.pdf
General Plan Map.pdf
Zoning Map.pdf

10. Consideration of Ordinance #09-2025 approving the Holbrook Farms Area Plan Amendment

and concept plan to add 7.15 acres of property to the area plan at approximately 2100 North Miller Campus Drive.
Petitioner: Boyer Holbrook
CC Staff Report Holbrook Farms Area Plan Amendment 03.18.25.docx
Holbrook Farms Area Plan Amendment DRC 01.22.25.docx
Ord 09-2025.docx
Holbrook Farms Area Plan Amendment - narrative.pdf
Holbrook Farms Land Use Plan 013025.pdf
Holbrook Plat K2 Town Concept.pdf
Holbrook Plat K2 Phasing.pdf
Aerial Map.pdf
General Plan Map.pdf
Zoning Map.pdf

11. Consideration of Ordinance #10-2025 approval of a Development Code Amendment, amending Table 05.030-B to allow auto sales and rental on parcels larger than an acre in the Commercial zone.
Petitioner: ProSteel Customs
CC Staff Report ProSteel Customs Development Code Amendment 03.18.25.docx
ProSteel Customs Develpoment Code Amendment 01.22.25.docx
ProSteel Customs Development Code Amendment 01.22.25.pdf
Ord 10-2025.docx

12. Consideration of Ordinance #11-2025 approving a Development Code amendment to Chapter 12-B, removing the requirement that property owners cannot purchase property from the City.
Petitioner: Lehi City
CC Staff Report Chapter 12-B Development Code Amendment 03.18.25.docx
Chapter 12B Development Code Amendment DRC 01.15.25.docx
Ord 11-2025.docx
Ch12B grading ordinance 01.09.25.pdf

13. Consideration of Ordinance #14-2025 approving a Development Code Amendment to Chapter 12 to update buffer and screening requirements for non-residential zones adjacent to residential zones.
Petitioner: Lehi City
CC Staff Report Ch 12 Buffer and Screening Dev Code Amendment 03.18.25 1.docx
Chapter 12 Buffering Standards DRC 01.22.25.docx
Ord 14-2025.docx
Ch12 Development Standards - Buffering Requirements 01.09.25.pdf

14. Consideration of Ordinance #15-2025 approving a Development Code Amendment to Chapter 5 to create the Starter Home Attainability Residential (SHAR) General Plan overlay.

Petitioner: Lehi City
CC Staff Report SHAR Development Code Amendment 03.18.25.docx
Critical Homeownership Overlay Zone DRC 10.23.24.docx
Ord 15-2025.docx
SHAR Proposal.docx

15. Consideration of Ordinance #12-2025, adopting the Morning Vista Community Reinvestment Project Area Plan, as approved by the Redevelopment Agency of Lehi City.
Petitioner: Lehi City
Ord 12-2025.docx

16. Consideration of Resolution #2025-15, approving the Interlocal Agreement between the Lehi Redevelopment Agency and Lehi City regarding the Morning Vista Community Reinvestment Project Area.
Petitioner: Lehi City
Res 2025-15.docx
Interlocal Agreement With Lehi City and RDA Mar 18 2025.doc

17. Consideration of Resolution #2025-16, appointing members to the Lehi City Parks, Arts, Recreation, and Cultural (PARC) Advisory Committee.
Petitioner: Lehi City
Res 2025-16.docx

18. Consideration of Resolution #2025-13, adopting the Lehi City Privacy Space Compliance Plan to address state law requirements for privacy spaces.
Petitioner: Lehi City
Res 2025-13.docx

19. Adjournment

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

Agenda Item No: 2.1

City Council Agenda Item Report

Meeting Date: March 18, 2025
Submitted By: Kate Morgan
Submitting Department:
Item Type: Presentation
Agenda Section: Presentations and Reports

Subject:
North Station Area Plan Presentation

Suggested Action:

Attachments:

Agenda Item No: 2.2

City Council Agenda Item Report

Meeting Date: March 18, 2025
Submitted By: Kate Morgan
Submitting Department:
Item Type: Discussion
Agenda Section: Presentations and Reports

Subject:
Business License Ordinance Discussion

Suggested Action:

Attachments:

Ordinance-Business License Revisions (clean).docx

Ordinance-Business License Revisions (redlined).docx

TITLE 4
BUSINESS AND LICENSE REGULATIONS

CHAPTER 1
BUSINESS LICENSE PROVISIONS GENERALLY

SECTION:

4-1-1: License Required

4-1-2: Application; Issuance; Recordkeeping; Deposit

4-1-3: Fee For License

4-1-4: Content Of License; Nontransferable

4-1-5: Term; Fee Due And Payable; Remedy

4-1-6: Denial Suspension Or Revocation

4-1-7: Enforcement

4-1-8: Each Day a Separate Violation

4-1-9: Notice of Denial, Suspension, or Revocation

4-1-10: Administrative Hearing

4-1-11: Unlawful to Engage in Business after Revocation

4-1-12: Issuance of New License After Denial or Revocation – Waiting Period.

4-1-13: Penalty

4-1-14: License Not to Authorize Unlawful Activities

4-1-1: LICENSE REQUIRED:

It is unlawful for any person to maintain or operate a place of business within the city without first obtaining the license required by this chapter. (1984 Code § 5.04.010; amd. 2015 Code)

4-1-2: APPLICATION; ISSUANCE; RECORDKEEPING; DEPOSIT:

All applications for licenses shall be made in writing to the city, and the amount of the license fee shall be paid at the time of such application. All licenses shall be issued by the city and signed by the mayor and city recorder, and attested under the seal of the city. The city shall

keep a record of the licenses issued, stating the name of the person to whom the license is issued, the kind of business licensed, together with the amount paid for such license. All license fees shall be deposited with the city treasurer. (1984 Code § 5.04.020; amd. 2015 Code)

4-1-3: FEE FOR LICENSE:

A. Amount Fixed By City Council: The city council shall by resolution or ordinance fix the amount of license fees and the terms and conditions thereof, which shall be found in the consolidated fee schedule. (1984 Code § 5.04.040; amd. 2015 Code)

B. Evidence Of Liability: In any action brought under, or arising out of the provisions of this title, the fact that a person represented himself as engaged in any business for the transaction of which a license is by ordinance required, or that such person exhibited a sign indicating such business, shall be prima facie evidence of the liability of such person to pay for a license. (1984 Code § 5.04.060; amd. 2015 Code)

4-1-4: CONTENT OF LICENSE; NONTRANSFERABLE:

A. Every license shall specify by name the person, firm or corporation to whom the license is issued, and shall designate the address at which the business shall be carried on.

B. No license granted or issued under the provisions of this title, or otherwise, shall be in any manner assignable or transferable, or authorize any person other than the person to whom the license is issued, to do business, or authorize any other business than is indicated on the license; or the business therein mentioned or named to be done or transacted at any other place than therein mentioned or named. (1984 Code § 5.04.030; amd. 2015 Code)

4-1-5: TERM; FEE DUE AND PAYABLE; REMEDY:

A. Term; Fee Due and Payable: All licenses issued shall be valid for a twelve (12) month period. All license fees that are imposed by this chapter, except the initial license fee, shall be due and payable the last day of the month in which the license expires.

B. Late Renewal Fee; Penalties: If any license renewal fee is not paid by the due date, a penalty of thirty-five percent (35%) of the amount of such license fee shall be added to the original amount thereof, and, if such amount is not paid within forty-five (45) days of the due date, an additional penalty of sixty-five percent (65%) shall be added to the original amount thereof for a total of one hundred percent (100%) of such license fee.

C. Any licensee whose license renewal fee is not paid within ninety (90) days of the due date shall terminate business operations at the previously licensed location. No business shall be conducted thereafter at said location unless and until the City approves an application, notice or petition for renewal of a license or for a new license.

D. Solicitor, Temporary, and Mobile Food Truck business licenses must re-apply each year for a business license.

4-1-6: SUSPENSION OR REVOCATION:

An application for a new business license, or for renewal of an existing business license, may be denied, or an existing business license may be suspended or revoked, for the following reasons:

The applicant or licensee, or his or her business, does not meet zoning or other requirements set forth in this Code or the city Development Code;

B. False or incomplete information was provided on a business license application;

C. The licensee or applicant has violated without full remediation, or is violating, any provision of this title, or any other provision of the City Code, state or federal statutes, or other regulations relating to or governing the applicant's or licensee's business;

D. The licensee has obtained, the applicant has attempted to obtain, or the licensee or applicant has aided another Person to obtain, a license by fraud or deceit;

E. The applicant for a renewal, or licensee, has failed to pay Utah County ad valorem property taxes and/or personal property taxes, or Lehi City utility service charges, sales tax, or any other fee or fine owed to the City;

F. The applicant or licensee has refused to allow authorized representatives of the City and/or any other authorized agency to make a lawful inspection of the business or has interfered with such representatives while in the lawful performance of their duty in making such an inspection;

G. The applicant or licensee fails to comply with a requirement or condition established by i) the Planning Commission or Community Development Department, if applicable; ii) under a conditional use permit issued by the land use authority, if applicable; iii) the conditions of a variance or special exception; or iv) by other agreement with the City;

H. Violation of this chapter or title by the agents or employees of a licensee or applicant, and violations of other laws by the agents or employees of the applicant or licensee

while acting as an agent or employee of the licensee or applicant; or any other reason expressly provided for in this chapter.

4-1-7 ENFORCEMENT:

A. The Mayor, or his designee as the Business License Official (Official), shall have the authority, without a hearing, to deny an application for a new business license for any reason provided for in this Chapter.

B. The Official shall have the authority to deny an application for renewal of an existing business license or to suspend or revoke a business license, without a hearing, for any reason provided for in this Chapter. A denial, suspension, or revocation by the business license official shall become effective upon service of written notice to the business licensee or their representative or delivered to the place of business and is subject to a review hearing by the City Council.

C. The Official shall have the authority, on his or her own initiative or in response to complaints from the public or any City department, to investigate and gather evidence of violations of this Code or other circumstances which may give rise to a denial, suspension, or revocation of a license. Upon a finding that one of the conditions described in this Chapter for denial of an application or suspension or revocation of license exists, the Official may deny an application, or suspend or revoke a license.

4-1-8 EACH DAY A SEPARATE VIOLATION:

A. Unless otherwise specified, a Person convicted of violating any provision of this chapter shall be guilty of a Class C misdemeanor punishable by a fine, imprisonment, or both as allowed by state law.

B. Each day that a violation of this chapter occurs is deemed to constitute a separate offense.

4-1-9 NOTICE OF DENIAL, SUSPENSION, OR REVOCATION:

Upon a denial of a business license application, or suspension, or revocation of a business license, the Official shall provide written notice of his or her decision to deny an application or suspend or revoke a license to the applicant or license holder, by personal service or regular mail, at the address listed on the business license application or license. Such notice shall include the reasons for the denial, suspension, or revocation and any accompanying documentation relating to the business license official's decision to deny an application or suspend or revoke business license. Such notice shall also include a description, if applicable, of the applicant's or licensee's right to appeal the decision of the business license official. Notice shall be deemed served as follows:

A. Personal service is deemed served on the day of service; and

B. Service by mail is deemed served three (3) calendar days after the notice is deposited in the United States mail.

4-1-10 ADMINISTRATIVE HEARING:

A. Any Person adversely affected by a decision of the Official or any other City official made pursuant to this Title, shall have the right to request an administrative hearing before the City Council at the next scheduled City Council meeting.

B. The licensee shall have the right to appear and respond to any allegations made and to present reasons why the application should not have been denied, or the license should not remain suspended or revoked.

C. The hearing shall be conducted informally. Formal rules of evidence and court procedure shall not apply. Hearsay evidence is admissible but must have some probative weight and reliability to be considered. The standard of proof shall be a preponderance of the evidence.

D. The City Council shall have the authority to modify any sanction imposed by the Official if it appears from the evidence presented that the sanction is not warranted.

E. If the City Council upholds a decision by the Official to suspend a license, the City Council may impose graduated sanctions upon businesses that fail to comply with the conditions of their suspension. The laws and ordinances of Lehi City, the state of Utah, and the United States shall be controlling in all appeals.

F. The City Council shall not have the authority to waive compliance with any of the applicable provisions of the business license ordinance, nor shall the City Council extend deadlines set forth in such ordinances or change the substance or form of such ordinances.

G. The City Council shall make a ruling and decision based upon the evidence presented at the hearing and shall enter a written decision and may impose or limit sanctions as it deems proper based upon the evidence presented. In the event the City Council upholds a sanction of suspension, the City Council may impose conditions that the licensee must meet before the suspension is lifted. If a license revocation or suspension is upheld, the sanction shall apply to the licensee and to the business at the premises in question for the full term of the imposed sanction. The order or decision entered by the City Council shall be final.

The licensee may appeal the decision or order of the city council to a court of competent jurisdiction within thirty (30) days.

4-1-6-11 UNLAWFUL TO ENGAGE IN BUSINESS AFTER REVOCATION:

If any license is suspended, revoked or an application for a license is denied as provided in this Title, it shall thereafter be unlawful for any person to open, operate, maintain, manage, or conduct any business, trade, profession, or calling for which a license is required at the premises where the license was suspended, revoked or the application denied until the suspension period has run, or a new license is granted by the City.

4-1-6-12 ISSUANCE OF NEW LICENSE AFTER DENIAL OR REVOCATION—WAITING PERIOD:

No person whose application for a business license has been denied, or whose license has been revoked, and no person associated or connected with such a Person in the conduct of his business, shall be allowed to reapply or to be granted a new license for a period of at least six (6) months after such denial or revocation.

4-1-13: PENALTY:

Unless otherwise provided, any person violating any provision of this chapter shall be guilty of a class B misdemeanor. (2015 Code)

4-1-14 LICENSE NOT TO AUTHORIZE UNLAWFUL ACTIVITIES:

A business license issued in conflict with the laws or ordinances of the state of Utah or Lehi City is void. A valid business license does not authorize a lawful business to be conducted in an unlawful manner.

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A. Every license shall specify by name the person, firm or corporation to whom the license is issued, and shall designate the address at which the business shall be carried on.

B. No license granted or issued under the provisions of this title, or otherwise, shall be in any manner assignable or transferable, or authorize any person other than the person to whom the license is issued, to do business, or authorize any other business than is indicated on the license; or the business therein mentioned or named to be done or transacted at any other place than therein mentioned or named. (1984 Code § 5.04.030; amd. 2015 Code)

4-1-5: TERM; FEE DUE AND PAYABLE; REMEDY:

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C. Any licensee whose license renewal fee is not paid within ninety (90) days of the due date shall terminate business operations at the previously licensed location. No business shall be conducted thereafter at said location unless and until the City approves an application, notice or petition for renewal of a license or for a new license.

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The applicant or licensee, or his or her business, does not meet zoning or other requirements set forth in this Code or the city Development Code;

B. False or incomplete information was provided on a business license application;

C. The licensee or applicant has violated without full remediation, or is violating, any provision of this title, or any other provision of the City Code, state or federal statutes, or other regulations relating to or governing the applicant's or licensee's business;

D. The licensee has obtained, the applicant has attempted to obtain, or the licensee or applicant has aided another Person to obtain, a license by fraud or deceit;

E. The applicant for a renewal, or licensee, has failed to pay Utah County ad valorem property taxes and/or personal property taxes, or Lehi City utility service charges, sales tax, or any other fee or fine owed to the City;

F. The applicant or licensee has refused to allow authorized representatives of the City and/or any other authorized agency to make a lawful inspection of the business or has interfered with such representatives while in the lawful performance of their duty in making such an inspection;

G. The applicant or licensee fails to comply with a requirement or condition established by i) the Planning Commission or Community Development Department, if applicable; ii) under a conditional use permit issued by the land use authority, if applicable; iii) the conditions of a variance or special exception; or iv) by other agreement with the City;

H. Violation of this chapter or title by the agents or employees of a licensee or applicant, and violations of other laws by the agents or employees of the applicant or licensee

while acting as an agent or employee of the licensee or applicant; or any other reason expressly provided for in this chapter.

4-1-7 ENFORCEMENT:

A. The Mayor, or his designee as the Business License Official (Official), shall have the authority, without a hearing, to deny an application for a new business license for any reason provided for in this Chapter.

B. The Official shall have the authority to deny an application for renewal of an existing business license or to suspend or revoke a business license, without a hearing, for any reason provided for in this Chapter. A denial, suspension, or revocation by the business license official shall become effective upon service of written notice to the business licensee or their representative or delivered to the place of business and is subject to a review hearing by the City Council.

C. The Official shall have the authority, on his or her own initiative or in response to complaints from the public or any City department, to investigate and gather evidence of violations of this Code or other circumstances which may give rise to a denial, suspension, or revocation of a license. Upon a finding that one of the conditions described in this Chapter for denial of an application or suspension or revocation of license exists, the Official may deny an application, or suspend or revoke a license.

4-1-8 EACH DAY A SEPARATE VIOLATION:

A. Unless otherwise specified, a Person convicted of violating any provision of this chapter shall be guilty of a Class C misdemeanor punishable by a fine, imprisonment, or both as allowed by state law.

B. Each day that a violation of this chapter occurs is deemed to constitute a separate offense.

4-1-9 NOTICE OF DENIAL, SUSPENSION, OR REVOCATION:

Upon a denial of a business license application, or suspension, or revocation of a business license, the Official shall provide written notice of his or her decision to deny an application or suspend or revoke a license to the applicant or license holder, by personal service or regular mail, at the address listed on the business license application or license. Such notice shall include the reasons for the denial, suspension, or revocation and any accompanying documentation relating to the business license official's decision to deny an application or suspend or revoke business license. Such notice shall also include a description, if applicable, of the applicant's or licensee's right to appeal the decision of the business license official. Notice shall be deemed served as follows:

A. Personal service is deemed served on the day of service; and

B. Service by mail is deemed served three (3) calendar days after the notice is deposited in the United States mail.

4-1-10 ADMINISTRATIVE HEARING:

A. Any Person adversely affected by a decision of the Official or any other City official made pursuant to this Title, shall have the right to request an administrative hearing before the City Council at the next scheduled City Council meeting.

B. The licensee shall have the right to appear and respond to any allegations made and to present reasons why the application should not have been denied, or the license should not remain suspended or revoked.

C. The hearing shall be conducted informally. Formal rules of evidence and court procedure shall not apply. Hearsay evidence is admissible but must have some probative weight and reliability to be considered. The standard of proof shall be a preponderance of the evidence.

D. The City Council shall have the authority to modify any sanction imposed by the Official if it appears from the evidence presented that the sanction is not warranted.

E. If the City Council upholds a decision by the Official to suspend a license, the City Council may impose graduated sanctions upon businesses that fail to comply with the conditions of their suspension. The laws and ordinances of Lehi City, the state of Utah, and the United States shall be controlling in all appeals.

F. The City Council shall not have the authority to waive compliance with any of the applicable provisions of the business license ordinance, nor shall the City Council extend deadlines set forth in such ordinances or change the substance or form of such ordinances.

G. The City Council shall make a ruling and decision based upon the evidence presented at the hearing and shall enter a written decision and may impose or limit sanctions as it deems proper based upon the evidence presented. In the event the City Council upholds a sanction of suspension, the City Council may impose conditions that the licensee must meet before the suspension is lifted. If a license revocation or suspension is upheld, the sanction shall apply to the licensee and to the business at the premises in question for the full term of the imposed sanction. The order or decision entered by the City Council shall be final.

The licensee may appeal the decision or order of the city council to a court of competent jurisdiction within thirty (30) days.

4-1-6-11 UNLAWFUL TO ENGAGE IN BUSINESS AFTER REVOCATION:

If any license is suspended, revoked or an application for a license is denied as provided in this Title, it shall thereafter be unlawful for any person to open, operate, maintain, manage, or conduct any business, trade, profession, or calling for which a license is required at the premises where the license was suspended, revoked or the application denied until the suspension period has run, or a new license is granted by the City.

4-1-6-12 ISSUANCE OF NEW LICENSE AFTER DENIAL OR REVOCATION—WAITING PERIOD:

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4-1-13: PENALTY:

Unless otherwise provided, any person violating any provision of this chapter shall be guilty of a class B misdemeanor. (2015 Code)

4-1-14 LICENSE NOT TO AUTHORIZE UNLAWFUL ACTIVITIES:

A business license issued in conflict with the laws or ordinances of the state of Utah or Lehi City is void. A valid business license does not authorize a lawful business to be conducted in an unlawful manner.

Agenda Item No: 2.3

City Council Agenda Item Report

Meeting Date: March 18, 2025
Submitted By: Kate Morgan
Submitting Department:
Item Type: Discussion
Agenda Section: Presentations and Reports

Subject:
Discussion regarding the closure of 1870 N connection to State Street and adding a traffic signal at 1800 N State Street

Suggested Action:

Attachments:

Agenda Item No: 2.4

City Council Agenda Item Report

Meeting Date: March 18, 2025
Submitted By: Kate Morgan
Submitting Department:
Item Type: Presentation
Agenda Section: Presentations and Reports

Subject:
Lehi City Grant Program Update

Suggested Action:

Attachments:

Agenda Item No: 2.5

City Council Agenda Item Report

Meeting Date: March 18, 2025
Submitted By: Teisha WIlson
Submitting Department:
Item Type: Action Item
Agenda Section: Presentations and Reports

Subject:
Discussion of staffing plans for Family Park.

Suggested Action:

Attachments:

Agenda Item No: 3.1

City Council Agenda Item Report

Meeting Date: March 18, 2025
Submitted By: Teisha WIlson
Submitting Department:
Item Type: Action Item
Agenda Section: Consent Agenda

Subject:
Approve City Council Meeting Minutes

Suggested Action:

Attachments:

012825 CC.docx

020425 Budget Retreat.docx

021125 CC.docx

030425 WS.docx

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

Minutes of the **Pre Council and Regular Session** of the **Lehi City Council** held Tuesday, **January 28, 2025,** at Lehi City in the Council Chamber, 153 N 100 E. Lehi, UT.

Members Present: Mark Johnson, Mayor
Paige Albrecht, Council Member
Chris Condie, Council Member
Paul Hancock, Council Member
Heather Newall, Council Member
Michelle Stallings, Council Member

Others Present: Jason Walker, City Administrator; Ryan Wood, City Attorney; Lorin Powell, City Engineer; Kim Struthers, Community Development Director; Cameron Boyle, Assistant City Administrator; Marlin Eldred, Economic Development Director; Beau Thomas, Deputy Administrator; Dean Lundell, Finance Director; Matthew Lee, Management Analyst; Steve Marchbanks, Park and Facilities Manager; and Teisha Wilson, City Recorder.

Tour of City Hall/Library Building, 4:00 p.m.

The Mayor, members of the Council, and staff toured the new Civic Center building currently under construction.

Pre Council, 5:30 p.m.

1. Welcome and Opening Comment

Mayor Johnson welcomed everyone and noted that all Councilmembers were present. Councilor Hancock gave the opening comment.

2. Hearing to consider whether to revoke the Business License for the Corner Shop.

Ryan Wood, City Attorney, provided some context around the business license revocation hearing. He explained that the business owner's attorney had notified the city the previous Tuesday that they would be voluntarily surrendering their business license, so they would not be opposing the revocation. Wood noted that the city's code does not have a specific mechanism for a voluntary surrender, so they wanted to still make a brief record of the findings to properly document the revocation process. This included noting that they had received the email from the business owner's attorney about the voluntary surrender. Wood indicated they wanted to ensure that proper procedures were followed, even though the business was not contesting the revocation.

Craig Chambers, Assistant City Attorney, stated that Lehi Municipal Code 4-1-6 lists the conditions for which a business license may be suspended or revoked for one or more violations. The city is asking for a revocation of license for violating the following conditions: 1. Because the license should not have been issued; 2. Because of licensee's failure or refusal to permit or cooperate with an audit or inspection; 3. If continued operation of the licensed activity would constitute a nuisance, or present a danger to the health, safety or general welfare of the community;

and 4. Because of a violation of this title or any other applicable provision of law. Chambers stated that his hope was to provide enough evidence to the Council that the business violated 4 of the conditions for revocation. Chambers continued by stating that a 10 day notice dated January 16, 2025 was sent to the owner of the business listed on the business license application, and the city received confirmation that the letter was received by her attorney, Mr. Brown.

Craig Chambers then presented evidence for each violation. First, Chambers asserted the license should never have been issued in the first place. He explained that based on the business's own application, they indicated they would not be selling e-cigarettes, vaping products, or tobacco. However, the city later determined the Corner Shop was operating as an illegal "smoke shop" within 1,000 feet of a school, which is prohibited by city ordinances. Chambers said the city had evidence that when staff followed up with the business, they claimed they would be operating as a convenience store, not a smoke shop. He argued this was false information provided on the initial license application. Secondly, Chambers stated that during their investigation in December, the Corner Shop refused to cooperate with required inspections by the Utah State Health Department and Utah Department of Agriculture. Lastly, Chambers asserted the continued operation of the Corner Shop would constitute a nuisance and present a danger to the health, safety, and welfare of the community. He indicated that Sergeant Lewis, Lehi Police Department, would speak to the finding of their investigation to support this claim.

Sergeant Lewis stated that the Lehi Police Department became aware of the Corner Shop around December 10th. They received a report of some juveniles who had purchased e-cigarettes and marijuana gummies from the store. This prompted the police to conduct a sting operation over the course of about 4 days. During this sting, the police observed numerous underage individuals, as young as 14 years old, going into the Corner Shop and leaving with vaping products and THC edibles. The officers would then stop the juveniles' vehicles and the kids would admit to purchasing these items without being ID'd by the store clerks. Sergeant Lewis said they served two search warrants on the Corner Shop and confiscated around $13,000 worth of illegal products like THC gummies. However, they noticed that as soon as the police left, more underage customers would go right back into the store to make purchases. The police cited the store clerks, both a daytime and nighttime employee, with numerous counts of selling nicotine and tobacco products to minors. Sergeant Lewis described the Corner Shop as essentially operating as a "smoke shop" rather than a convenience store, with the majority of its inventory being drug paraphernalia and illicit substances.

Mayor Johnson asked if there was anyone present that would like to respond in defense. No one spoke in response.

Motion: Councilor Condie moved to revoke the business permit for the Corner Shop with the findings that they have violated the conditions of Lehi City Municipal Code 4-1-6 which include that the license should not have been issued, the business refused to cooperate with inspections, the business is a nuisance or presents danger to the health, safety or general welfare of the community, and the business is in violation of Title 4-1-6 or any other applicable provision of law, therefore the business license is revoked. Councilor Hancock seconded the motion.

Council Hancock asked to include in the findings that on their license application, they said it was not a smoke shop, and then we had an employee actually follow up, and they again inclined or denied that it was going to be used as a smoke shop, so the business license should not have been issued; and the business is a nuisance or presents danger to the health, safety or general welfare of the community because not only is it within 1000 feet of the schools, but during the sting, it was observed that roughly 90% of the patrons were juvenile.

There was also a suggestion to include the address in the motion.

Amended Motion: Council Condie amended the motion to also include Councilor Hancock's comments and add that the business license being revoked is for the City Corner Shop LLC, located at 147 East State Street, Lehi, UT. Councilor Hancock seconded the amendment to the motion.

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

3. Presentations and Reports

3.1 Financial Audit Presentation

Dana Howell, the city's auditor, provided an overview of the annual financial report. She stated that the main goal of the audit was to ensure the financial statements were presented fairly in accordance with accounting principles. Dana spoke to some of the financial highlights from the from the analysis, such as the bonds issued in the electric fund and changes to the net pension asset and liability. She also discussed the single audit package, which included reports on internal control, compliance with federal grants, and state legal compliance. Dana noted there were no significant issues identified in these reports. Regarding the governance letter, Dana explained this is a standard letter outlining things like no changes to accounting policies, use of estimates, and lack of any disagreements with management. She stated there were no material matters to report. Overall, she indicated the audit went smoothly and the financial statements were properly presented. She thanked the city staff for their cooperation throughout the audit process.

4. Agenda Questions

None.

5. Administrative Report

Jason Walker thanked those that attended the tour today and mentioned the budget retreat next week.

6. Mayor and Council Reports

The Mayor and Council gave an update on their assigned Committees.

Councilor Albrecht stated that staff organized a successful retreat for the Youth Council with some planning and visioning exercises and activities. She said they have a great Youth Council this year.

Councilor Condie reported on the progress being made at the Hutchings Museum with different activities, presentations, and opportunities to learn about history and the state of Utah. One of their most popular events, Night at the Museum, is coming up on February 7th.

Councilor Stallings asked about the agenda for the upcoming Interlocal Board meeting (creation of a new school district). Mayor Johnson explained the board would discuss logistical steps needed to start the new school districts, as the South and West districts are already ahead on preparations. Mayor Johnson said they want to talk to someone experienced in this process to get guidance. Councilor Stallings expressed concern about spending money before seeing the details of a potential state bill on this issue. Mayor Johnson responded they are working with lobbyists to understand the bill and protect Lehi's interests, wanting to be proactive while also remaining cautious about committing funds until the legislation is finalized. Jason Walker clarified that a contract will not be approved at the meeting, there will only be a discussion.

Councilor Hancock stated that the Lehi Irrigation Board had their annual meeting earlier that month, and things are in a good spot. He mentioned that the board received some federal funding, which is being used for a $10-11 million project to rebuild a weir at the mouth of AF Canyon. Hancock explained that the existing weir has been there for over 100 years, so the rebuilding project is long overdue.

Mayor Johnson noted that he presented Lehi's proposed affordable house plan to the League of Cities and Towns Board. He was encouraged by the positive responses and interest from the League and others.

Lehi Redevelopment Agency Meeting
Mayor Johnson asked for a motion to go into the Lehi Redevelopment Agency Meeting.

Motion: Councilor Hancock moved to recess this meeting to then hold a Lehi Redevelopment Agency (RDA) Meeting. Councilor Albrecht seconded the motion.

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

The meeting recessed at approximately 6:17 p.m.
The meeting resumed at approximately 6:23 p.m.

7. Consideration of holding a Closed Session to discuss pending or reasonably imminent litigation and to discuss the purchase, exchange or lease of real property.

Motion: Councilor Albrecht moved to hold a Closed Session to discuss pending or reasonably imminent litigation and to discuss the purchase, exchange or lease of real property. Councilor Stallings seconded the motion.

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

Regular Session, 7:00 p.m.

1. Welcome, Roll Call, Pledge of Allegiance

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

2. 20 Minute Citizen Input

Donald West, Darlene Van Werkhoven, and Carl Farnsworth were representing the Stice family and expressed concerns with the closure of the train museum. They requested that Lehi City cancel the agreement with the Hutchings Museum and reopen the museum.

Chance Lundgren from Gary Price studios asked for an update the city's approval for permanent installation of a sculpture at the Museum. The Mayor directed Mr. Lundgren to follow up with staff on receiving the letter of support.

Jose Juliea raised concerns about subcontracting practices. Mayor Johnson explained the limitations of the city's control over general contractors and advised him to contact the Office of Professional Licensing.

3. Presentations and Reports

3.1) Presentation and Public Input on priorities for the Community Development Block Program (CDBG)- Claudia Saldana, Mountainland Association of Governments (MAG)

The CDBG funds prioritization discussion focused on Lehi City's annual $300,000 allocation from HUD to invest in lower to moderate income neighborhoods. Claudia Saldana presented on the process for approving the projects. The city council had previously provided their priorities for CDBG funding, with the top items being sidewalks, street improvements, water and sewer improvements, parks and recreation projects, and housing rehabilitation programs.

Mayor Johnson asked if anyone from the public would like to provide their input.

Residents Jenny Allred and Geraldine Daly expressed concerns about the lack of sidewalks on 400 East, citing safety risks for children and high school students. The mayor and staff discussed the process for obtaining funding through the Safe Routes to School program and the challenges of meeting the criteria for CDBG projects in that area.

The Council discussion highlighted the importance of citizen input in determining the priorities for the CDBG funds and the ongoing efforts to address infrastructure needs in the community.

4. Consent Agenda

4.1) Approve Purchase Orders

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

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

5. **Consideration of Resolution #2025-07 approving an agreement with LRB Public Finance Advisors for a Pressurized Irrigation Rate Study.**
Alyson Alger presented the agreement to conduct a rate study. She noted that the study would include a proposed rate structure for pressurized irrigation meters and would also consider implementation.

Motion: Councilor Hancock moved to approve Resolution #2025-07 approving an agreement with LRB Public Finance Advisors for a Pressurized Irrigation Rate Study. Councilor Newall seconded the motion

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

6. **Consideration of Ordinance #03-2025 approval of the Cardenas Zone Change on 0.16 acres located at 610 East State Street changing the zoning from R-2 to Commercial.**
The applicant was not present. This item was pulled and will be presented at a future Council meeting.

7. **Consideration of Ordinance #04-2025 the Garden Park Zone Change on 1.29 acres located at 515 South 100 West changing the zoning from A-1 to R-1-Flex.**
Adam Albrecht was the applicant. He noted that there will be a deed restriction limiting the development to four single-family lots.

Motion: Councilor Condie moved to approve Ordinance #04-2025 the Garden Park Zone Change on 1.29 acres located at 515 South 100 West changing the zoning from A-1 to R-1-Flex; and include all Development Review Committee comments, and Planning Commission Comments. Councilor Hanock seconded the motion.

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

8. **Consideration of Preliminary Subdivision approval for the Holbrook Place Phase 12, a 14-lot single-family subdivision located at approximately 3600 West Turpin Lane.**
Brad Macky was representing the applicant, Ivory Homes, and highlighted the unique lots and development plans.

Motion: Councilor Condie moved to grant Preliminary Subdivision approval for the Holbrook Place Phase 12, a 14-lot single-family subdivision located at approximately 3600 West Turpin Lane; including the Development Review Committee Comments and Planning Commission comments. Councilor Newall seconded the motion.

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

9. Consideration of Ordinance #05-2025 a Development Code Amendment to Chapter 12, to update standards regarding barbed wire fencing.

Kim Struthers, Community Development Director, explained the update that includes clarification of allowed uses for barbed wire and the prohibition of razor wire unless required by law.

Motion: Councilor Hancock moved to approve Ordinance #05-2025 a Development Code Amendment to Chapter 12, to update standards regarding barbed wire fencing; including all Development Review Committee Comments. Councilor Albrecht seconded the motion.

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

10. Adjournment

With no further business to come before the City Council at this time, Councilor Albrecht moved to adjourn the meeting. Councilor Hancock seconded the motion. The motion passed unanimously. The meeting was adjourned at approximately 7:57 p.m.

Approved: March 18, 2025

Attest:

_____

Mark Johnson, Mayor

_____

Teisha Wilson, City Recorder

Minutes of the **Budget Retreat and City Council Meeting** of the **Lehi City Council** held Tuesday, **February 4, 2024,** at the Public Safety Building, 128 North 100 East, Lehi, Utah; and Lehi City Council Chambers, 153 N 100 E, Lehi, Utah. The meeting began at approximately 8:30 AM.

Present: Mark Johnson, Mayor
Paige Albrecht, Council Member
Chris Condie, Council Member
Paul Hancock, Council Member
Heather Newall, Council Member
Michelle Stallings, Council Member

Others Present: Jason Walker, City Administrator; Cameron Boyle, Assistant City Administrator; Ryan Wood, City Attorney; Kim Struthers, Community Development Director; Brad Kenison, Assistant City Engineer; Marlin Eldred, Economic Development Director; Beau Thomas Deputy City Manager; Dean Lundell, Finance Director; Steve Marchbanks, Parks Superintendent; Shaye Ruitenbeek, Fiber Business Manager; Teisha Wilson, City Recorder; Scott Sampson, Risk Manager; Jeremy Estes, Fleet Manager; Chief Jeremy Craft, Fire Department; David Kitchen, Human Resources Director; Alyson Alger, Treasure; Karma Bentson, Accountant; Tyler Kelsey, IT Manager; Brent Thomas, Power Department; Michelle Maughan; Information Center Manager; Morgan Cummings, Justice Court; Dan Harrison, Legacy Center Director; Kristi Seeley, Library Director; Heather Tucker, Literacy Center Director; Chief Darren Paul, Police Department; Sierra Pierson, Management Analyst; Melanie Hansen, Events Manager; Greg Allred, Water Department Manager; Mike West, Planner; and Andy Gowans, Management Analyst.

City Council Budget Retreat, 8:30 a.m.

1. Welcome, Opening Comment, and Breakfast
Mayor Johnson welcomed everyone and noted that all Councilmembers were present. Councilor Newall gave the opening comment.

Morning Session Presentation and Discussion Items, 9:00 a.m.

1. **Financial Update and Policies**- Dean Lundell, Finance Director covered the city's financial updates, including the status of various utility funds. The culinary water fund is in a strong position, allowing the city to avoid a rate increase. However, the pressurized irrigation (PI), sewer and storm drain funds are facing pressure, prompting a possible rate increase. Regarding financial policies, the city is considering establishing a $21.6 million "rainy day" fund to cover recession and disaster risks, as well as reserves for physical and liability needs. The general fund balance is currently around 24-25 million, with a 30% target.

2. **Fiber Network** - Shaye Ruitenbeek, Fiber Network Manager, stated that the project is near completion but an additional bonding of approximately $24-25 million will be needed to cover

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remaining costs and future connections. The impact of proposed state legislation on the city's bonding abilities for the fiber project was also discussed.

3. **Elections Update -** Teisha Wilson, City Recorder, presented a proposal to increase filing fees for candidates, ranging from the current $35 to fees as high as $150. The council emphasized not making the fees so high as to deter potential candidates. Comparisons were made to state legislative filing fees. Ultimately, the council directed further research on the actual administrative costs, aiming to find a balance between covering expenses and not creating barriers to participation in the democratic process.

4. **Power Purchase Adjustment Clause**- Joel Eves, Power Director- Joel Eves, Power Director, led a discussion of the city's power purchase adjustment clause (PPAC) which allows the city to adjust electricity rates based on fluctuations in wholesale power costs. He explained that the city is on track to fully recover a previous shortfall by July 2025 through the PPAC and other cost-saving measures. Joel proposed lowering the PPAC, which will result in rate decreases for residential customers. The city's efforts to manage wholesale power costs through hedging, resource acquisition, and project delays were highlighted. Joel also introduced the concept of a "rate stabilization fund" to help smooth future rate increases as new, more expensive power generation projects come online. Overall, the discussion demonstrated the city's proactive approach to maintaining affordable and stable electricity rates for residents.

5. **Legislative Update-** Sierra Pierson, Senior Management Analyst, reported that the League of Cities and Towns is tracking approximately 180 bills that could impact municipalities. Several key bills were highlighted, including House Bill 90, which would require cities to allow by-right development of small lots, and House Bill 256, which would allow cities to work with short-term rental platforms to enforce licensing requirements. The update also covered election-related bills, such as proposals to require ID at ballot drop boxes and make mail-in voting opt-in, as well as Senate Bill 165, which could limit the city's flexibility in financing its fiber optic project. The council was encouraged to provide feedback on any other bills they would like the city to monitor during the legislative session.

Mayor Johnson asked for a closed session.

Motion: Councilor Condie moved to adjourn for the Closed session to discuss the character or professional competence of an individual. Councilor Stallings seconded the motion.

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

The closed session ended at approximately 12:17 p.m.

6. Lunch

<u>Afternoon Session- Presentation and Discussion Items, 1:00 p.m.</u>

1. **AI and Government**- Michael Atkinson, Guest Speaker. Mr. Atkinson presented on the potential of AI, describing it as a powerful tool that can quickly analyze data and enhance

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productivity. He explained generative AI, specifically ChatGPT, as an advanced autocomplete system that uses natural language processing. There was discussion regarding the various roles AI can play, including as a tool to assist with tasks, a tutor to enhance learning, and a thought partner to improve cognitive processes and creativity. Mr. Atkinson encouraged the participants to use AI for upskilling, learning, and leveraging it as a collaborative partner.

2. **Citizen Survey Results**- Y2 Analytics Tatiana Flaxman presented the results to the Council. The survey results indicate that overall, residents of Lehi report high levels of satisfaction with the city, with 75% saying they would recommend it as a great place to live and an average quality of life score of 75 out of 100. However, there are consistent concerns about growth, traffic, infrastructure, and housing prices impacting the city. Residents are interested in more frequent communication from the city on issues like development plans, events, and road closures. The survey found that 85% of residents feel the city is growing too quickly, with the west and lakeside areas being most concerned. Residents are generally satisfied with city services, with fire, emergency medical, and garbage collection receiving the highest ratings. The survey also looked at residents' attitudes towards the city's goals, communication, and transportation issues.

3. **Council Priorities-** Jason Walker, City Administrator. The council and mayor discussed proposed changes to the community vision. They were then asked to participate in an activity and list out their key priorities and goals. The purpose was to capture not just the projects they want to undertake, but also operational improvements they'd like to focus on, such as adding more park staff to better maintain the parks. Additionally, the council was encouraged to consider any policy changes they feel are important.

The Council then took a break to see a demonstration of Flash, an electronic smelling dog. The Officer explained that E-dogs are trained to detect a chemical on storage devices, which helps locate hidden evidence in special victim cases.

There was a break from 3:35- 3:55.

4. **Goals and Visioning**- Jason Walker, City Administrator, and Lehi City Mayor & Council. The Council’s priorities and goals were then discussed. Highlights from the council include completing the full build-out of Family Park, including adding an ice rink, to make it a year-round attraction. There was also a focus on increasing the library budget to expand offerings, especially with the new civic center coming. The possibility of exploring a theater performance space to complement the existing children's theater was also mentioned. Maintaining competitive wages and benefits to retain the best police, fire, first responder. Improving the city's web presence and communication, including a high-tech website with an AI bot for better navigation, was another priority. The discussion also covered focusing on transportation and transit solutions, such as the freeway connector, and coordinating with neighboring cities. The discussion also included the need for more sidewalks, and preparing for future financial challenges.

5. **Council Assignment**- Paige Albrecht, Mayor Pro Tempore, led the discussion which focused on aligning Council members’ assignments with their interests, availability, and expertise to best serve the city’s needs. Changes in assignments were made. Most assignments will continue. One key change included adding Dave Norman, Pubic Works Director to the TSSD Board.

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6. **Miscellaneous Updates including Business Licensing, Downtown Revitalization, Station Area Plans, Affordable Housing, Parental Leave, and PARC Tax**.
Regarding business licensing, the council discussed the challenges of monitoring home occupations and ensuring compliance with city code. The staff noted that they currently rely on an "honor system" for home occupation licenses, but lack the resources to proactively enforce the regulations. The council explored options to either increase staffing for monitoring and enforcement, or potentially review and modify the code requirements to better reflect the changing nature of businesses. The council also discussed pursuing federal funding for an environmental impact study on the proposed North Shore Freeway alignment. This was seen as an important step to determine the feasibility of this transportation solution, which has been a long-standing priority for the city. On the affordable housing front, the council reviewed the city's current goals and timeline, and discussed the need to update these to reflect evolving priorities and challenges. Reducing regulations on internal or detached ADUs, as well as considering more multi-family housing options, were identified as potential focus areas. Finally, the HR department presented challenges around retaining and attracting quality employees, particularly in areas like public safety. The council explored ideas like flexible leave policies, collaboration on recruitment and training programs, and better marketing of the benefits of public sector employment.

Mayor Johnson was excused from the meeting at approximately 5:25 p.m.

7. Adjournment

With no further business to come before the City Council at this time, Councilor Albrecht moved to adjourn the meeting. Councilor Hancock seconded the motion. The motion passed unanimously. The meeting was adjourned at approximately 5:40 p.m.

Approved: March 18, 2025 Attest:

_____ _____

Mark Johnson, Mayor Teisha Wilson, City Recorder

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

Minutes of the **Pre Council and Regular Session** of the **Lehi City Council** held Tuesday, **February 11, 2025,** at Lehi City in the Council Chamber, 153 N 100 E. Lehi, UT.

Members Present: Mark Johnson, Mayor
Paige Albrecht, Council Member
Paul Hancock, Council Member
Heather Newall, Council Member
Michelle Stallings, Council Member

Excused: Chris Condie, Council Member

Others Present: Jason Walker, City Administrator; Ryan Wood, City Attorney; Lorin Powell, City Engineer; Kim Struthers, Community Development Director; Cameron Boyle, Assistant City Administrator; Beau Thomas, Deputy Administrator; Matthew Lee, Management Analyst; Steve Marchbanks, Park and Facilities Manager; and Kate Morgan, Deputy City Recorder.

Pre Council, 5:00 p.m.

1. Welcome and Opening Comment

Mayor Johnson welcomed everyone and noted that all Councilmembers were present except for Councilor Condie. Councilor Hancock gave the opening comment.

2. Presentations and Reports

2.1 Environmental Sustainability Committee Annual Report- Todd Munger

The committee has just elected a new Chair. Todd Munger outlined some of the projects the committee undertook in 2024. Highlights included the Radon Gas Meter Checkout at the Lehi Public Library, the Traverse Mountain Conservation Easement, the Rain Harvest Utah initiative, new Jordan River Interpretive Signage, and the Water Wise Landscape of the month program. For 2025, the ESC is planning on continuing the Trex Plastic recycling Challenge and the Hefty Renew Program, both of which collect single-use plastics which are then turned into patio and decking material. Additionally, they would like to have a dedicated spot for hard to recycle plastic and glass. They would also like to expand the Water Wise Landscape program to include businesses and other sustainable practices beyond landscaping. The mayor expressed his appreciation for the work the ESC has done.

2.2 Lehi Cares Coalition Report

The coalition recently began reaching out to people who work directly with youth (teachers, coaches, doctors, etc.) to communicate the top four risk factors they see, namely low commitment to school, depressive symptoms, and anti-social and apathetic behaviors on the part of parents and students. This data, collected through the SHARP survey, will benefit the coalition as it will support grant applications in the future. Lehi Cares focuses on an upstream

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approach, meaning they will try and stop the root sources of risk factors rather than treating the symptoms. Their goal in the coming year is to develop relationships between schools and the police department. There was a brief discussion about parental concerns over the SHARP survey. The coalition is open to alternative paths, however since funding is dependent on data and the survey is opt-in rather than opt-out, it is acceptable to them until a new method is introduced.

3. Agenda Questions

There were no agenda questions from the council.

4. Administrative Report

There were no administrative reports at this time.

5. Mayor and Council Reports

The Mayor and Council gave an update on their assigned Committees.

The meeting went into recess at approximately 6:35 p.m.

Regular Session, 7:00 p.m.

1. Welcome, Roll Call, Pledge of Allegiance

Mayor Johnson welcomed everyone and noted that all Councilmembers were present except for Councilor Condie who is excused. Mayor Johnson led the Pledge of Allegiance.

2. 20 Minute Citizen Input

There was no citizen comment.

3. Consent Agenda

3.1) Approve traffic signal reimbursement agreement with Smith's.
3.2) Approve minutes from the January 7, 2025 Work Session meeting and the January 14, 2025 City Council meeting.
3.3) Approve fleet surplus items.
3.4) Approve purchase orders.
3.5) Consideration of Resolution #2025-08 appointing a Board Member to the Timpanogos Special Service District.

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

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

4. Consideration of Resolution #2025-10 approving an agreement with Strong Solutions for Northridge Park and Hidden Canyon Trailhead Construction Services.

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Steve Marchbanks explained that Strong Solutions won the bid, and as the parks department has worked with them before, they feel comfortable with the choice. Councilor Albrecht asked if there was a timeline for completion. Marchbanks answered September for both.

Motion: Councilor Hancock moved to approve Resolution #2025-10 approving an agreement with Strong Solutions for Northridge Park and Hidden Canyon Trailhead Construction Services. Councilor Newall seconded the motion.

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

5. Consideration of Resolution #2025-11 amending the Frances Martens Comer Perpetual Library Fund.

Christie from the library system was present to speak on the proposed amendments. The motion went through the Library Board in October. The Comer family, after talking with the board, said they would like it to be a perpetual fund with the interest used by the library every year. The library is asking that the previous resolution be revoked so that they can make the necessary changes and honor the Comer family's wishes.

Motion: Councilor Newall moved to approve Resolution #2025-11 amending the Frances Martens Comer Perpetual Library Fund. Councilor Albrecht seconded the motion

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

6. Consideration of Ordinance #03-2025 approval of the Cardenas zone change on 0.16 acres located at 610 East State Street changing the zoning from R-2 to Commercial. (Moved from the January 28, 2025 meeting).

This item was delayed to a later meeting, as the applicant was not present.

7. Consideration of Ordinance #06-2025 approval of a comprehensive Development Code amendment to Table 05.030.A, the residential table of uses.

Kim Struthers presented the ordinance. While in the process of looking at the nonresidential table, the planning division took the opportunity to clarify and simplify the residential table. Most of the items being taken off are already covered in the accessory uses chapter. Animal rights will be located exclusively in chapter 12, rather than in the table as well.

Councilor Stallings asked if private schools should remain conditional use, even if all other types of schools are permitted now. Struthers communicated the desire of the Planning Commission to eliminate as many conditional use situations as possible. Councilor Stallings clarified that requirements could still be placed on schools if they were permitted. She supports minimizing conditional use instances.

Councilor Stallings asked if golf courses could be a conditional use situation instead of a permitted one. Ryan Wood stated that litigation when it comes to golf courses and damage to personal property is difficult to litigate because it is the individual golfers who are legally responsible, not the course itself. Councilor Albrecht asked if there was space anywhere in Lehi for another golf course to be constructed. The mayor could only think of one location. He shared an anecdote about people building intentionally by nuisances to highlight the fact that the council will never be able to prevent all complaints or problems.

Councilor Hancock and Councilor Newall both agreed with minimizing conditional use situations, as they are frustrating for both commissioners and citizens. Councilor Newall worries that complete elimination will leave the planning commission with no alternatives once they approve something.

Motion: Councilor Albrecht moved to approve Ordinance #06-2025 approving a comprehensive Development Code amendment to Table 05.030.A, the residential table of uses. Councilor Hancock seconded the motion.

Councilor Stallings asked that the approval be amended to permit all schools in residential areas.

Amended Motion: Councilor Albrecht moved to approve Ordinance #06-2025 approving a comprehensive Development Code amendment to Table 05.030.A, the residential table of uses, with the amendment that all schools be permitted in residential areas. Councilor Hancock seconded the motion.

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

8. Consideration of Resolution #2025-09 approving the amended Planning Commission Bylaws.

Kim Struthers presented the two changes. The first adds a citation to the city code where the duties of the planning commission were outlined. The second makes the final action of the commission the point at which appeals are based off, rather than the approval of the minutes. This is now possible because of technical advances that give citizens access to meeting recordings.

Motion: Councilor Hancock moved to approve Resolution #2025-09 approving the amended Planning Commission Bylaws. Councilor Newall seconded the motion.

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

10. Adjournment

With no further business to come before the City Council at this time, Councilor Hancock moved to adjourn the meeting. Councilor Newall seconded the motion. The motion passed unanimously. The meeting was adjourned at approximately 7:27 p.m.

Approved: March 18, 2025

Attest:

_____

Mark Johnson, Mayor

_____

Teisha Wilson, City Recorder

DRAFT

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

Minutes of the **Work Session** of the **Lehi City Council** held Tuesday, **March 4, 2025,** at Lehi City Hall, 153 North 100 East, Lehi, Utah. The meeting began at approximately 4:00 PM.

Present: Mark Johnson, Mayor
Paige Albrecht, Council Member
Chris Condie, Council Member
Paul Hancock, Council Member
Heather Newall, Council Member
Michelle Stallings, Council Member

Others Present: Cameron Boyle, Assistant City Administrator; Ryan Wood, City Attorney; Kim Struthers, Community Development Director; Lorin Powell, City Engineer; Dean Lundell, Finance Director; Steve Marchbanks, Parks Superintendent; Beau Thomas, Assistant to the City Administrator; and Teisha Wilson, City Recorder

1. **Welcome and Opening Comment**
Mayor Johnson welcomed everyone and noted that all Councilmembers were present. Councilor Condie offered the opening comment.

2. **Action Items**
2.a. Arbor Day Proclamation
Jessica Smith presented the Arbor Day Proclamation and mentioned the upcoming events, including "Mulch Madness". The council reached consensus in support. Mayor Johnson signed the proclamation.

2.b. Approve Purchase Orders

Motion: Councilor Hancock moved to approve the purchase orders. Councilor Albrecht seconded the motion.

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

3. **Presentation and Discussion Items**
Presentation and Discussion Items
3.a) Presentation of 2100 North Project Update- Andrew Jordan and Matt Parker, UDOT
The 2100 North project was presented by Andrew Jordan from UDOT. He provided an overview of UDOT's extensive program for the area over the next 8 years, including the Mountain View Corridor project and the 2100 North project. The 2100 North project plans to

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add freeway lanes between the existing frontage roads, with grade separations at key cross streets. It will also include shared use path enhancements, a crossing of the Jordan River, and a grade separation to connect with the city's trail network. The Council discussed details of the project, such as the noise wall analysis, and project esthetics. The Council preferred not to include potential betterment opportunities, like upgraded fencing, due to the high cost incurred by the city.

Matt Parker from UDOT provided an overview of the Pioneer Crossing project. He explained that it will implement flex lanes to increase capacity, with additional lanes in the peak direction during AM and PM hours, and less lanes in the opposite direction. The project will remove the existing raised median and add the flex lanes, with the outside lanes being through-right lanes. Parker noted this would impact the dedicated turn lanes at intersections. He also discussed the need for extensive signage and lane control signals to manage the reversible lanes. The council asked questions about the impact on sidewalks, the phasing of the project, and the coordination with other nearby developments and infrastructure projects. Parker emphasized the need for night work and maintaining access during construction to minimize disruptions.

3.b) Presentation and Discussion of Lehi Block Mixed Use Concept - Gardner Group

The Garner Group and Wasatch Group presented a new concept plan for a mixed-use development in Lehi, located near the Weave building. The key changes in the new plan include reducing the amount of office space and increasing the retail and residential components to create a more balanced, true mixed-use development. The developers believe this revised plan will better meet the market demand for mixed-use environments. The council discussion focused on several key points. They expressed concerns about the impact on city infrastructure, including sewer, water, transportation, and power capacity, and the need for a thorough analysis before approving any changes. There was also debate over the appropriate balance between residential and office/commercial uses. The council suggested including a portion of for-sale residential units to promote homeownership opportunities. Despite these concerns, the council acknowledged the benefits of mixed-use, walkable developments in this area of Lehi. Concerns were also raised about the close proximity to the TOD land use designation, and this new proposal would reduce the number of units allowed in the future TOD. However, the council indicated that further analysis would be needed before approving any changes to the existing development agreement.

3.c) Presentation of Lehi City Department Goals- Cameron Boyle, Assistant City Administrator

Cameron Boyle, Assistant City Administrator presented an overview of the city's goals and strategies based on feedback from the budget retreat. The vision for the city is to “foster a thriving, family-centered community while providing diverse opportunities and a high quality of life”. Boyle highlighted some of the key accomplishments from the previous year, such as building new parks, updating transportation plans, and improving emergency management plans. He then outlined the priorities and goals for each department. The highlights included focusing on regional transportation and transit solutions through collaboration. Updating the city website and improving customer service were included. Ensuring competitive staffing and wages, especially in parks, police, and fire. Promoting better regional collaboration on issues like transportation and recreation. Maintaining sound budget and financial planning. Improving code enforcement and zoning. Enhancing parks, recreation, and public works offerings. Lastly

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completing key capital projects like the downtown revitalization plan. Boyle emphasized that this will guide the city's budget decisions this year.

3.d) Discussion of Family Park Employees- Parks Department

Steve Marchbanks from the Parks and Recreation department discussed the challenges of staffing Family Park, which opened last year. He explained that the park is currently being staffed for 98 hours per week, which equates to 2.5 full-time employees at a cost of around $110,000 annually. Marchbanks emphasized that having a consistent staff presence at the park is critical to prevent vandalism and damage to the facilities, especially the expensive playground equipment. He noted that the department is already stretched thin with 24 employees maintaining 900 acres of park space. The council discussed several options, including keeping the park open on Sundays without staffing the splash pad, or potentially sharing staff between Family Park and Ivory Ridge Splash Pad. However, there were concerns that this could lead to divided attention and inadequate oversight. Ultimately, the council acknowledged the need for additional staffing to properly maintain and secure Family Park. Suggestions were made to reallocate funds from other departments or use the city's fund balance to cover the costs temporarily. The mayor agreed to work with the parks department to identify funding solutions. The discussion highlighted the challenges of balancing resident demands for park amenities with the city's limited resources and staffing capacity.

3.e) Presentation of Lehi City Grant Program Update- Matthew Lee, Analyst

This item will be presented at the next Council meeting.

3.f) Discussion on Attainable Housing Overlay Zone- Planning Department

Brittany Harris from the city's Community Development department presented the proposed attainable housing overlay zone, which aims to facilitate the development of affordable, owner-occupied single-family homes. The key elements include limiting the sales price to under $400,000, restricting the overlay to detached single-family homes, requiring smaller lot sizes, and including design requirements such as no garages. The council discussion focused on several areas, including concerns about enforcing owner-occupancy requirements. Jason Harris, resident and home builder, cautioned the council on potentially over-regulating and limiting flexibility to meet the target price point. The council acknowledged the importance of balancing regulatory requirements with market feasibility to ensure the success of the attainable housing program. They discussed ways to provide more flexibility for developers while still maintaining the core goals of the overlay zone, such as affordability and owner-occupancy.

4. Adjournment

With no further business to come before the City Council at this time the meeting adjourned at approximately 6:30 p.m.

DRAFT

Approved: March 18, 2024 Attest:

_____ _____

Mark Johnson, Mayor Teisha Wilson, City Recorder

DRAFT

Agenda Item No: 4

City Council Agenda Item Report

Meeting Date: March 18, 2025
Submitted By: Teisha WIlson
Submitting Department:
Item Type: Resolution
Agenda Section: Regular Agenda

Subject:
Consideration of Resolution #2025-14, authorizing the issuance and sale of not more than $20,000,000 aggregate principal amount of franchise and sales tax and revenue bonds, series 2025; and related matters.

Suggested Action:

Attachments:

Res 2025-14- Bonds.docx

Bond Purchase Contract - Lehi Franchise & Sales Tax Revenue Bonds 2025 (Broadband Project).docx

Net Network Revenue Pledge Agreement - Lehi Franchise & Sales Tax Revenue Bonds 2025 (Broadband Project).docx

Sales Tax Eighth Supplemental Indenture -Lehi Franchise & Sales Tax Revenue Bonds 2025 (Broadband Project).docx

Sales Tax Pledge Agreement - Lehi Franchise & Sales Tax Revenue Bonds 2025 (Broadband Project).docx

Second Supplemental Indenture - Lehi Franchise & Sales Tax Revenue Bonds 2025 (Broadband Project).docx

Preliminary Official Statement - Lehi Franchise & Sales Tax Rev 2025 (Broadband Project).docx

Lehi, Utah
March 18, 2025

The City Council (the "Council") of Lehi City, Utah (the "City"), met in regular session at the regular meeting place of the Council, at 7:00 p.m. on March 18, 2025, with the following members present:

Mark Johnson	Mayor
Paige Albrecht	Councilmember
Chris Condie	Councilmember
Paul Hancock	Councilmember
Heather Newall	Councilmember
Michelle Stallings	Councilmember

Also present:

Teisha Wilson	City Recorder

Absent:

After the meeting had been duly called to order and after other matters not pertinent to this Resolution had been discussed, the City Recorder presented to the Council a Certificate of Compliance with Open Meeting Law with respect to this March 18, 2025, meeting, a copy of which is attached hereto as Exhibit A.

Thereupon, the following Resolution was introduced in writing, read in full and pursuant to motion duly made by Councilmember _____ and seconded by Councilmember _____ adopted by the following vote:

AYE:

NAY:

The Resolution was later signed by the Mayor and recorded by the City Recorder in the official records of Lehi City, Utah. The Resolution is as follows:

RESOLUTION NO. 2025-_____

A RESOLUTION OF THE CITY COUNCIL OF LEHI CITY, UTAH (THE "ISSUER"), AUTHORIZING THE ISSUANCE AND SALE OF NOT MORE THAN $20,000,000 AGGREGATE PRINCIPAL AMOUNT OF FRANCHISE AND SALES TAX REVENUE BONDS, SERIES 2025 (THE "SERIES 2025 BONDS"); FIXING THE MAXIMUM AGGREGATE PRINCIPAL AMOUNT OF THE SERIES 2025 BONDS, THE MAXIMUM NUMBER OF YEARS OVER WHICH THE SERIES 2025 BONDS MAY MATURE, THE MAXIMUM INTEREST RATE WHICH THE SERIES 2025 BONDS MAY BEAR, AND THE MAXIMUM DISCOUNT FROM PAR AT WHICH THE SERIES 2025 BONDS MAY BE SOLD; DELEGATING TO CERTAIN OFFICERS OF THE ISSUER THE AUTHORITY TO APPROVE THE FINAL TERMS AND PROVISIONS OF THE SERIES 2025 BONDS WITHIN THE PARAMETERS SET FORTH HEREIN, SUBJECT TO FINAL APPROVAL BY THE CITY COUNCIL; AUTHORIZING THE PUBLICATION OF A NOTICE OF PUBLIC HEARING AND BONDS TO BE ISSUED; PROVIDING FOR THE RUNNING OF A CONTEST PERIOD AND SETTING OF A PUBLIC HEARING DATE; AUTHORIZING AND APPROVING THE EXECUTION OF A SECOND SUPPLEMENTAL FRANCHISE TAX INDENTURE, A SUPPLEMENTAL SALES TAX INDENTURE, AN OFFICIAL STATEMENT, A BOND PURCHASE AGREEMENT, A SALES TAX PLEDGE AGREEMENT, A NET NETWORK REVENUE PLEDGE AGREEMENT, AND OTHER DOCUMENTS REQUIRED IN CONNECTION THEREWITH; AUTHORIZING THE TAKING OF ALL OTHER ACTIONS NECESSARY TO THE CONSUMMATION OF THE TRANSACTIONS CONTEMPLATED BY THIS RESOLUTION; AND RELATED MATTERS.

WHEREAS, the City Council (the "Council") of the Issuer desires to (a) finance all or a portion of a fiber telecommunications system (the "System") and any related improvements (the "Series 2025 Project"), (b) fund any necessary debt service reserve fund, (c) pay any capitalized interest, and (d) pay costs of issuance with respect to the Series 2025 Bonds herein described; and

WHEREAS, to accomplish the purposes set forth in the preceding recital, and subject to the limitations set forth herein, the Issuer desires to issue the Series 2025 Bonds (to be issued from time to time as one or more series and with such other series or title designation(s) as may be determined by the Issuer), pursuant to (a) the Local Government Bonding Act, Title 11, Chapter 14, Utah Code Annotated 1953, as amended (the "Act"), (b) this Resolution, and (c) a General Indenture of Trust dated March 1, 2021 (the "General Franchise Tax Indenture"), as supplemented by a Second Supplemental Indenture of Trust (the "Second Supplemental Franchise Tax Indenture" and together with the General Franchise Tax Indenture, the "Franchise Tax Indenture"), with such Franchise Tax Indenture in substantially the form presented to the meeting at which this Resolution was adopted and which is attached hereto as Exhibit B; and

WHEREAS, the Issuer has previously issued its Franchise and Sales Tax Revenue Bonds, Series 2021 (the "Series 2021 Bonds"),") pursuant to the General Franchise Tax Indenture in which the Issuer pledged certain of its franchise tax revenues, and under the First Supplemental Indenture

of Trust dated March 1, 2021, pledged certain of its net network revenues and sales tax revenues for the repayment of the Series 2021 Bonds; and

WHEREAS, in order to pledge its sales tax revenues (up to 50% of the average aggregate annual debt service requirement on the Series 2025 Bonds), and all of its net network revenues for the repayment of the Series 2025 Bonds, the Issuer desires to enter into a Pledge Agreement (the "Pledge Agreement"), and a Net Network Revenue Pledge Agreement (the "Net Network Pledge Agreement") in substantially the forms attached hereto as Exhibit E between the Issuer and the trustee, pursuant to a Supplemental Sales Tax Indenture and the Second Supplemental Franchise Tax Indenture, respectively, in substantially the forms attached hereto as Exhibits B and F; and

WHEREAS, the Act provides that prior to issuing bonds, an issuing entity must (a) give notice of its intent to issue such bonds and (b) hold a public hearing to receive input from the public with respect to (i) the issuance of the bonds and (ii) the potential economic impact that the improvement, facility or property for which the bonds pay all or part of the cost will have on the private sector; and

WHEREAS, the Issuer desires to post a Notice of Public Hearing and Bonds to be Issued in Compliance with the Act with respect to the Series 2025 Bonds attached as Exhibit G; and

WHEREAS, there has been presented to the Council at this meeting a form of a bond purchase agreement (the "Bond Purchase Agreement"), in substantially the form attached hereto as Exhibit C to be entered into between the Issuer and the underwriter or the purchaser (the "Underwriter/Purchaser") selected by the Issuer; and

WHEREAS, in the event that the Designated Officers (defined below) determine that it is in the best interests of the Issuer to publicly offer all or a portion of the Series 2025 Bonds, the Issuer desires to authorize the use and distribution of one or more of a Preliminary Official Statement (the "Preliminary Official Statement") in substantially the form attached hereto as Exhibit D, and to approve a final Official Statement (the "Official Statement") in substantially the form as the Preliminary Official Statement, and other documents relating thereto; and

WHEREAS, in order to allow the Issuer (with the consultation and approval of LRB Public Finance Advisors Inc., acting as the Issuer's municipal advisor (the "Municipal Advisor")) flexibility in setting the pricing date of the Series 2025 Bonds to optimize debt service costs to the Issuer, the Council desires to grant to any one of the Mayor (including his designee or any Mayor pro tem), the City Administrator, or Finance Director of the Issuer (each a "Designated Officer") the authority to (a) determine whether all or a portion of the Series 2025 Bonds should be sold pursuant to a private placement or a public offering (including via a negotiated underwriting or public bid); (b) approve the principal amounts, interest rates, terms, pledged revenues, maturities, redemption features, and purchase price at which the Series 2025 Bonds shall be sold; and (c) make any changes with respect thereto from those terms which were before the Council at the time of adoption of this Resolution, provided such terms do not exceed the parameters set forth for such terms in this Resolution (the "Parameters"); and

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

Section 1. For the purpose of (a) financing the Series 2025 Project; (b) funding a deposit to a debt service reserve fund, if necessary; (c) paying capitalized interest; and (d) paying costs of issuance of the Series 2025 Bonds, the Issuer hereby authorizes the issuance of the Series 2025 Bonds which shall be designated "Lehi City, Utah Franchise and Sales Revenue Bonds, Series 2025" (to be issued from time to time as one or more series and with such other series or title designation as may be determined by the Issuer) in the initial aggregate principal amount of not to exceed twenty million dollars ($20,000,000). The Series 2025 Bonds shall mature in not more than thirty (30) years from their date or dates, shall be sold at a price not less than ninety-seven (97%) of the total principal amount thereof, shall bear interest at a rate or rates not to exceed six (6%) per annum, as shall be approved by any one of the Designated Officers, all within the Parameters set forth herein, and subject to final approval by the Council. The Series 2025 Bonds shall recite that the Series 2025 Bonds are issued under the authority of the Constitution of the State of Utah, the Act and other applicable law. The issuance of the Series 2025 Bonds shall be subject to the final approval of Bond Counsel and to the approval of the City Attorney for the Issuer, and subject to the final approval of the Council.

Section 2. The Designated Officers are hereby authorized to specify and agree as to the method of sale, the final principal amounts, terms, pledged revenues, discounts, maturities, interest rates, redemption features, and purchase price with respect to the Series 2025 Bonds for and on behalf of the Issuer, provided that such terms are within the Parameters set by this Resolution. The Designated Officers are hereby authorized to select the Underwriter/Purchaser. The selection of the method of sale via a private placement, negotiated underwriting, or competitive sale, the selection of the Underwriter/Purchaser and the determination of the final terms and redemption provisions for the Series 2025 Bonds by the Designated Officers shall be evidenced by the execution of a Bond Purchase Agreement if the Series 2025 Bonds are sold at a private or negotiated underwriting sale in substantially the form attached hereto as Exhibit C. The form of the Bond Purchase Agreement is hereby authorized, approved and confirmed.

Section 3. Should the Designated Officers determine to have the Series 2025 Bonds underwritten, the Issuer hereby authorizes the utilization of the Preliminary Official Statement in the form attached hereto as Exhibit D in the marketing of the Series 2025 Bonds and hereby approves the Official Statement in substantially the same form as the Preliminary Official Statement.

Section 4. The Second Supplemental Franchise Tax Indenture, the Bond Purchase Agreement, the Preliminary Official Statement, the Official Statement, Net Network Pledge Agreement, the Pledge Agreement, and the Supplemental Sales Tax Indenture in substantially the forms presented to this meeting and attached hereto as Exhibits B, C, D, E, and F respectively, are hereby authorized, approved, and confirmed. The Mayor and City Recorder are hereby authorized to execute and deliver the Second Supplemental Franchise Tax Indenture, Supplemental Sales Tax Indenture, and the Bond Purchase Agreement in substantially the forms and with substantially the content as the forms presented at this meeting for and on behalf of the Issuer, with final terms as may be established by the Designated Officers, in consultation with the Municipal Advisor, within the Parameters set forth herein, and with such alterations, changes or additions as may be necessary or as may be authorized by Section 5 hereof. The Designated Officers are hereby authorized to

select the Underwriter/Purchaser and to specify and agree as to the final principal amounts, terms, discounts, maturities, interest rates, redemption features, and purchase price with respect to the Series 2025 Bonds for and on behalf of the Issuer, provided that such terms are within the Parameters set by this Resolution.

Section 5. The Designated Officers and other appropriate officials of the Issuer are authorized to make any alterations, changes or additions to the Second Supplemental Franchise Tax Indenture, the Series 2025 Bonds, the Bond Purchase Agreement, the Preliminary Official Statement, the Official Statement, the Supplemental Sales Tax Indenture, the Pledge Agreement, the Net Network Pledge Agreement or any other document herein authorized and approved which may be necessary to conform the same to the final terms of the Series 2025 Bonds (within the Parameters set by this Resolution), to conform to any applicable bond insurance or reserve instrument or to remove the same, to correct errors or omissions therein, to complete the same, to remove ambiguities therefrom, or to conform the same to other provisions of said instruments, to the provisions of this Resolution or any resolution adopted by the Council or the provisions of the laws of the State of Utah or the United States.

Section 6. The form, terms, and provisions of the Series 2025 Bonds and the provisions for the signatures, authentication, payment, registration, transfer, exchange, redemption, and number shall be as set forth in the Franchise Tax Indenture. The Mayor or Mayor pro tem (the "Mayor") and the City Recorder or Deputy City Recorder (the "City Recorder") are hereby authorized and directed to execute and seal the Series 2025 Bonds and to deliver said Series 2025 Bonds to the trustee for authentication. The signatures of the Mayor and the City Recorder may be by facsimile or manual execution.

Section 7. The Designated Officers and other appropriate officials of the Issuer are hereby authorized and directed to execute and deliver to the trustee the written order of the Issuer for authentication and delivery of the Series 2025 Bonds in accordance with the provisions of the Indenture.

Section 8. Upon their issuance, the Series 2025 Bonds will constitute special limited obligations of the Issuer payable solely from and to the extent of the sources set forth in the Series 2025 Bonds and the Franchise Tax Indenture. No provision of this Resolution, the Franchise Tax Indenture, the Series 2025 Bonds, or any other instrument, shall be construed as creating a general obligation of the Issuer, or of creating a general obligation of the State of Utah or any political subdivision thereof, or as incurring or creating a charge upon the general credit of the Issuer or its taxing powers.

Section 9. The Designated Officers and appropriate officials of the Issuer, and each of them, are hereby authorized and directed to execute and deliver for and on behalf of the Issuer any or all additional certificates, documents and other papers (including, without limitation, tax compliance procedures and/or any reserve instrument guaranty agreements permitted by the Franchise Tax Indenture) and to perform all other acts they may deem necessary or appropriate in order to implement and carry out the matters authorized in this Resolution and the documents authorized and approved herein.

Section 10. After the Series 2025 Bonds are delivered by the trustee to the Underwriter/Purchaser, and upon receipt of payment therefor, this Resolution shall be and remain

irrepealable until the principal of, premium, if any, and interest on the Series 2025 Bonds are deemed to have been duly discharged in accordance with the terms and provisions of the Franchise Tax Indenture.

Section 11. In accordance with the provisions of the Act, the Issuer directs its officers and staff to cause a "Notice of Public Hearing and Bonds to be Issued" (the "Notice"), to be published in substantially the form attached hereto as Exhibit G. The Issuer shall hold a public hearing on April 8, 2025 to receive input from the public with respect to the issuance of the Series 2025 Bonds and the potential economic impact that the improvements to be financed with the proceeds of the Series 2025 Bonds will have on the private sector, which hearing date shall not be less than fourteen (14) days after the Notice is published (a) as a Class A notice under Section 63G-30-102 Utah Code Annotated 1953, as amended ("Utah Code") (i) on the Utah Public Notice Website created under Section 63A-16-601, Utah Code, (ii) on the Issuer's official website, and (iii) in a public location within the Issuer's boundaries that is reasonably likely to be seen by residents of the Issuer and (b) as required in Section 45-1-101, Utah Code. The City Recorder shall cause a copy of this Resolution (together with all exhibits hereto) to be kept on file in the office of the City Recorder, for public examination during the regular business hours of the Issuer until at least thirty (30) days from and after the initial date of publication thereof:

Section 12. The Issuer hereby reserves the right to opt not to issue the Series 2025 Bonds for any reason.

Section 13. All resolutions or parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed and this Resolution shall be in full force and effect immediately upon its approval and adoption.

Section 14. Upon issuance of the Series 2025 Bonds, this Resolution shall be and remain irrepealable until the principal of, premium, if any, and interest on the Series 2025 Bonds are deemed to have been duly discharged in accordance with the terms and provisions of the Franchise Tax Indenture.

Section 15. The Issuer hereby declares its intention and reasonable expectation to use proceeds of tax-exempt bonds to reimburse itself for initial expenditures for costs of the Series 2025 Project. The Series 2025 Bonds are to be issued, and the reimbursements made, by the later of 18-months after the payment of the costs or after the Project is placed in service, but in any event, no later than three years after the date the original expenditure was paid. The maximum principal amount of the Series 2025 Bonds which will be issued to finance the reimbursed costs of the Project is not expected to exceed $20,000,000.

APPROVED AND ADOPTED this March 18, 2025.

(SEAL)

By:_____
Mayor

ATTEST:

By:_____
City Recorder

(Other business not pertinent to the foregoing appears in the minutes of the meeting.)

Upon the conclusion of all business on the Agenda, the meeting was adjourned.

(SEAL)

By:_____
Mayor

ATTEST:

By:_____
City Recorder

STATE OF UTAH)
: ss.
COUNTY OF UTAH)

I, Teisha Wilson, the duly appointed and qualified City Recorder of Lehi City, Utah (the "City"), do hereby certify according to the records of the City Council of the City (the "City Council") in my official possession that the foregoing constitutes a true and correct excerpt of the minutes of the meeting of the City Council held on March 18, 2025, including a resolution (the "Resolution") adopted at said meeting as said minutes and Resolution are officially of record in my possession.

I further certify that the Resolution, with all exhibits attached, was deposited in my office on March 18, 2025, and pursuant to the Resolution, a Notice of Public Hearing and Bonds to be Issued was published no less than fourteen (14) days before the public hearing date (a) as a Class A notice under Section 63G-30-102 Utah Code Annotated 1953, as amended ("Utah Code") (i) on the Utah Public Notice Website created under Section 63A-16-601, Utah Code, (ii) on the City's official website, and (iii) in a public location within the City that is reasonably likely to be seen by residents of the City and (b) as required by Section 45-1-101, Utah Code.

IN WITNESS WHEREOF, I have hereunto subscribed my signature and impressed hereon the official seal of said City, this March 18, 2025.

(SEAL)

By:_____
City Recorder

EXHIBIT A

CERTIFICATE OF COMPLIANCE WITH
OPEN MEETING LAW

I, Teisha Wilson, the undersigned City Recorder of Lehi City, Utah (the "Issuer"), do hereby certify, according to the records of the Issuer in my official possession, and upon my own knowledge and belief, that in accordance with the requirements of Section 52-4-202, Utah Code Annotated, 1953, as amended ("Utah Code"), I gave not less than twenty-four (24) hours public notice (the "Notice") of the agenda, date, time and place of the March 18, 2025, public meeting held by the City Council of the Issuer (the "City Council") by causing a Notice, in the form attached hereto as Schedule 1:

(i) to be posted at the Issuer's principal offices at least twenty-four (24) hours prior to the convening of the meeting, said Notice having continuously remained so posted and available for public inspection until the completion of the meeting;

(ii) to be posted to the Utah Public Notice Website (http://pmn.utah.gov) at least twenty-four (24) hours prior to the convening of the meeting; and

(iii) to be posted on the Issuer's official website at least twenty-four (24) hours prior to the convening of the meeting.

In addition, the Notice of 2025 Annual Meeting Schedule for the City Council (attached hereto as Schedule 2) was given specifying the date, time and place of the regular meetings of the City Council to be held during the year, by causing said Notice to be posted at least annually (a) on the Utah Public Notice Website, (b) on the Issuer's official website, and (c) in a public location within the Issuer that is reasonably likely to be seen by residents of the Issuer.

IN WITNESS WHEREOF, I have hereunto subscribed my official signature this March 18, 2025.

(SEAL)

By:_____
City Recorder

SCHEDULE 1 -- NOTICE OF MEETING
SCHEDULE 2 -- ANNUAL MEETING SCHEDULE

EXHIBIT B

FORM SUPPLEMENTAL FRANCHISE TAX INDENTURE

EXHIBIT C

FORM OF BOND PURCHASE AGREEMENT

EXHIBIT D

FORM OF PRELIMINARY OFFICIAL STATEMENT

EXHIBIT E

FORM OF PLEDGE AGREEMENTS

EXHIBIT F

FORM OF SUPPLEMENTAL SALES TAX INDENTURE

EXHIBIT G

NOTICE OF PUBLIC HEARING AND BONDS TO BE ISSUED

NOTICE IS HEREBY GIVEN pursuant to the provisions of the Local Government Bonding Act, Title 11, Chapter 14, Utah Code Annotated 1953, as amended (the "Act"), that on March 18, 2025, the City Council (the "Council") of Lehi City, Utah (the "Issuer"), adopted a resolution (the "Resolution") in which it authorized the issuance of the Issuer's Franchise and Sales Tax Revenue Bonds, Series 2025 (the "Series 2025 Bonds") (to be issued in one or more series and with such other series or title designation(s) as may be determined by the Issuer), and called a public hearing to receive input from the public with respect to (a) the issuance of the Series 2025 Bonds under the Act and (b) any potential economic impact that the Series 2025 Project (defined below) to be financed with the proceeds of the Series 2025 Bonds issued under the Act may have on the private sector.

PURPOSE, TIME, PLACE AND LOCATION OF PUBLIC HEARING

The Issuer shall hold a public hearing on April 8, 2025, at the hour of 7:00 pm. at 153 North 100 East, Lehi City, Utah. The purpose of the hearing is to receive input from the public with respect to (a) the issuance of the Series 2025 Bonds under the Act and (b) any potential economic impact that the Series 2025 Project to be financed with the proceeds of that portion of the Series 2025 Bonds issued under the Act may have on the private sector. All members of the public are invited to attend and participate.

PURPOSE FOR ISSUING THE SERIES 2025 BONDS

The Series 2025 Bonds will be issued for the purpose of (a) financing all or a portion of a fiber telecommunications system (the "System") and any related improvements (the "Series 2025 Project"); (b) funding any debt service reserve funds, as necessary; (c) paying any capitalized interest; and (d) paying costs of issuance of the Series 2025 Bonds.

PARAMETERS OF THE SERIES 2025 BONDS

The Issuer intends to issue the Series 2025 Bonds in the aggregate principal amount of not more than twenty million dollars ($20,000,000), to mature in not more than thirty (30) years from their date or dates, to be sold at a price not less than ninety-seven percent (97%) of the total principal amount thereof, and to bear interest at a rate or rates not to exceed six (6%) per annum. The Series 2025 Bonds are to be issued and sold by the Issuer pursuant to the Resolution, including as part of said Resolution, a General Indenture of Trust dated March 1, 2021 (the "General Indenture"), and a Second Supplemental Indenture (the "Supplemental Indenture" and together with the General Indenture, the "Indenture"), which were before the Council in substantially final form at the time of the adoption of the Resolution and said Indenture is to be executed by the Issuer in such form and with such changes thereto as shall be approved by the Issuer; provided that the principal amount, interest rate or rates, maturity, and discount of the Series 2025 Bonds will not exceed the maximums set forth above. The Issuer reserves the right to not issue the Series 2025 Bonds for any reason and at any time up to the issuance of the Series 2025 Bonds.

REVENUES PROPOSED TO BE PLEDGED

The Issuer proposes to pledge all or any portion of the (a) Municipal Energy Sales and Use Tax revenues received by the Issuer pursuant to Title 10, Chapter 1, Part 3, Utah Code Annotated 1953, as amended, (the "Energy Sales and Use Tax Revenues"), and (b) net network revenues from fees charged to users of the System pledged by the Issuer to the trustee pursuant to a Net Network Revenue Pledge Agreement (the "Net Network Revenues"). The Issuer further proposes to pledge a portion of its local sales and use tax revenues received by it pursuant to the Local Sales and Use Tax Act, Title 59, Chapter 12, Part

2 of the Utah Code Annotated 1953, as amended, of up to 50% of the aggregate annual debt service on the Series 2025 Bonds pursuant to a Sales Tax Pledge Agreement between the Issuer and trustee dated April 1, 2025 (the "Local Sales and Use Tax Revenues") a General Sales Tax Indenture dated December 1, 2003 (the "General Sales Tax Indenture"), a Supplemental Sales Tax Indenture dated April 1, 2025 (the "Supplemental Sales Tax Indenture" and together with the General Sales Tax Indenture, the "Sales Tax Indenture")(The Energy Sales and Use Tax Revenues, the Net Network Revenues, and the Local Sales and Use Tax Revenues shall hereafter collectively be referred to as (the "Pledged Revenues")).

OUTSTANDING BONDS SECURED BY PLEDGED REVENUES

The Issuer currently has $72,570,000 of bonds outstanding secured by the Pledged Revenues.

OTHER OUTSTANDING BONDS OF THE ISSUER

Additional information regarding the Issuer's outstanding bonds may be found in the Issuer's financial report (the "Financial Report") at: https://reporting.auditor.utah.gov/SearchReport. For additional information, including any information more recent than as of the date of the Financial Report, please contact Dean Lundell, Finance Director at (385) 201-2289.

TOTAL ESTIMATED COST OF BONDS

Based on the Issuer's current plan of finance and a current estimate of interest rates, the total principal and interest cost of the Series 2025 Bonds to be issued under the Act to finance the Series 2025 Project, if held until maturity, is [$31,462,000].

A copy of the Resolution, Indenture and the Sales Tax Indenture are on file in the office of the Lehi City Recorder, 153 North 100 East, Lehi City, Utah where they may be examined during regular business hours of the City Recorder from 7:00 a.m. to 6:00 p.m. Monday through Thursday, for a period of at least thirty (30) days from and after the date of publication of this notice.

NOTICE IS FURTHER GIVEN that a period of thirty (30) days from and after the date of the publication of this notice is provided by law during which any person in interest shall have the right to contest the legality of the Resolution, the Indenture or Sales Tax Indenture, or the Series 2025 Bonds, or any provision made for the security and payment of the Series 2025 Bonds, and that after such time, no one shall have any cause of action to contest the regularity, formality, or legality thereof for any cause whatsoever.

DATED this March 18, 2025.

/s/ Teisha Wilson
City Recorder

BOND PURCHASE CONTRACT

$_____
Lehi City, Utah
Franchise and Sales Tax Revenue Bonds, Series 2025
(Broadband Project)

_____, 2025

Lehi City
153 North 100 East
Lehi, Utah

The undersigned, Stifel, Nicolaus & Company, Incorporated, as the underwriter of the hereinafter defined Series 2025 Bonds (the "Underwriter"), acting on behalf of the Underwriter and not as fiduciary or agent for you, offer to enter into this Bond Purchase Contract (the "Purchase Contract") with Lehi City, Utah (the "Issuer") which, upon the acceptance by the Issuer of this offer, shall be in full force and effect in accordance with its terms and shall be binding upon you and the Underwriter.

This offer is made subject to your acceptance and approval on or before 11:59 p.m. Utah Time, on the date hereof. Terms not otherwise defined herein shall have the same meanings as are set forth in the hereinafter referred to Official Statement.

ARTICLE I

SALE, PURCHASE AND DELIVERY

Section 1.1. (a) On the basis of the representations, warranties and agreements contained herein and upon the terms and conditions herein set forth, the Underwriter hereby agrees to purchase, and the Issuer hereby agrees to sell to the Underwriter, all, but not less than all, of the Issuer's $_____ aggregate principal amount of Franchise and Sales Tax Revenue Bonds, Series 2025 (Broadband Project) (the "Series 2025 Bonds"), at a purchase price of $_____ (representing the principal amount of the Series 2025 Bonds, plus a [net] reoffering premium of $_____ and less an Underwriter's discount of $_____) plus accrued interest, if any, from their dated date to the Closing Date (as hereinafter defined). The Series 2025 Bonds will mature on the dates and in the amounts and bear interest at the rates per annum as set forth in Exhibit A hereto.

(b) The Series 2025 Bonds shall be as described in the Official Statement dated _____, 2025, of the Issuer relating to the Series 2025 Bonds (together with all appendices thereto, the "Official Statement"), shall be issued and secured under and pursuant to (i) the Local Government Bonding Act, Title 11, Chapter 14, Utah Code Annotated 1953, as amended (the "Act"), and other applicable provisions of law; (ii) a General Indenture of Trust dated as of March 1, 2021 (the "General Indenture"), as heretofore supplemented and as further supplemented by a Second Supplemental Indenture

of Trust dated as of [April 1, 2025] (the "Second Supplemental Indenture" and together with the General Indenture, the "Indenture") each by and between the Issuer and U.S. Bank National Association, as trustee (the "Trustee"); and all as authorized pursuant to a resolution adopted by the City Council of the Issuer on March 18, 2025 (the "Resolution"). The Series 2025 Bonds are payable from and secured solely by the Revenues and all funds (other than the Rebate Fund) described and established by the Indenture, including certain sales tax revenues pursuant to a pledge agreement between the Issuer and the Trustee (the "Sales Tax Pledge Agreement") and certain net revenues from the operation of the Issuer's fiber-optic network that will be financed in part by the Series 2025 Bonds (the "Net Network Revenue Pledge Agreement" and together with the Sales Tax Pledge Agreement, the "Pledge Agreements"). The Series 2025 Bonds are being issued pursuant to the Resolution, the Indenture, and the Act.

(c) The Series 2025 Bonds are being issued for the purpose of (i) financing the acquisition, construction, installation and equipping of a fiber-optic network and related facilities and improvements (the "Broadband Project"); (ii) paying capitalized interest; and (iii) paying costs of issuance with respect to the Series 2025 Bonds.

(d) The Indenture, the Series 2025 Bonds, the Resolution, the Pledge Agreements, and the Continuing Disclosure Undertaking (defined below), and this Purchase Contract are sometimes referred to collectively herein as the "Transaction Documents."

(e) The Underwriter agrees to make an initial public offering of the Series 2025 Bonds at the offering prices or yields set forth on the inside front cover page of the Official Statement. The Underwriter may, however, change such initial offering prices or yields as it may deem necessary in connection with the marketing of the Series 2025 Bonds and offer and sell the Series 2025 Bonds to certain dealers (including dealers depositing the Series 2025 Bonds into investment trusts) and others at prices lower than the initial offering prices or yields set forth in the Official Statement. The Underwriter also reserves the right (i) to engage in transactions that stabilize, maintain or otherwise affect the market prices of the Series 2025 Bonds and (ii) to discontinue such transactions, if commenced, at any time without prior notice.

Section 1.2. (a) The Underwriter agrees to assist the Issuer in establishing the issue price of the Series 2025 Bonds and shall execute and deliver to the Issuer at Closing an "issue price" or similar certificate, together with the supporting pricing wires or equivalent communications, substantially in the form attached hereto as Exhibit B, with such modifications as may be appropriate or necessary, in the reasonable judgment of the Underwriter, the Issuer and Bond Counsel, to accurately reflect, as applicable, the sales price or prices or the initial offering price or prices to the public of the Series 2025 Bonds. All actions to be taken by the Issuer under this section to establish the issue price of the Series 2025 Bonds may be taken on behalf of the Issuer by the Issuer's municipal advisor identified herein and any notice or report to be provided to the Issuer may be provided to the Issuer's municipal advisor.

(b) Except as otherwise set forth in Exhibit A attached hereto, the Issuer will treat the first price at which 10% of each maturity of the Series 2025 Bonds (the "10% test") is sold to the

public as the issue price of that maturity. At or promptly after the execution of this Purchase Contract, the Underwriter shall report to the Issuer the price or prices at which it has sold to the public each maturity of Series 2025 Bonds. If at that time the 10% test has not been satisfied as to any maturity of the Series 2025 Bonds, the Underwriter agrees to promptly report to the Issuer the prices at which it sells the unsold Series 2025 Bonds of that maturity to the public. That reporting obligation shall continue, whether or not the Closing Date (as defined herein) has occurred, until either (i) the Underwriter has sold all Series 2025 Bonds of that maturity or (ii) the 10% test has been satisfied as to the Series 2025 Bonds of that maturity; provided that, the Underwriter's reporting obligation after the Closing Date may be at reasonable periodic intervals or otherwise upon request of the Issuer or bond counsel. For purposes of this Section, if Series 2025 Bonds mature on the same date but have different interest rates, each separate CUSIP number within that maturity will be treated as a separate maturity of the Series 2025 Bonds.

(c) The Underwriter confirms that it has offered the Series 2025 Bonds to the public on or before the date of this Purchase Contract at the offering price or prices (the "initial offering price"), or at the corresponding yield or yields, set forth in Exhibit A attached hereto, except as otherwise set forth therein. Exhibit A also sets forth, as of the date of this Purchase Contract, the maturities, if any, of the Series 2025 Bonds for which the 10% test has not been satisfied and for which the Issuer and the Underwriter agree that the restrictions set forth in the next sentence shall apply, which will allow the Issuer to treat the initial offering price to the public of each such maturity as of the sale date as the issue price of that maturity (the "hold-the-offering-price rule"). So long as the hold-the-offering-price rule remains applicable to any maturity of the Series 2025 Bonds, the Underwriter will neither offer nor sell unsold Series 2025 Bonds of that maturity to any person at a price that is higher than the initial offering price to the public during the period starting on the sale date and ending on the earlier of the following:

(1) the close of the fifth (5th) business day after the sale date; or

(2) the date on which the Underwriter has sold at least 10% of that maturity of the Series 2025 Bonds to the public at a price that is no higher than the initial offering price to the public.

The Underwriter will advise the Issuer promptly after the close of the fifth (5th) business day after the sale date whether it has sold 10% of that maturity of the Series 2025 Bonds to the public at a price that is no higher than the initial offering price to the public.

(d) The Underwriter confirms that:

(i) any selling group agreement and any third-party distribution agreement relating to the initial sale of the Series 2025 Bonds to the public, together with the related pricing wires, contains or will contain language obligating each dealer who is a member of the selling group and each broker-dealer that is a party to such third-party distribution agreement, as applicable:

(A) (i) to report the prices at which it sells to the public the unsold Series 2025 Bonds of each maturity allocated to it, whether or not the Closing Date has occurred, until either all Series 2025 Bonds of that maturity allocated to it have

been sold or it is notified by the Underwriter that the 10% test has been satisfied as to the Series 2025 Bonds of that maturity, provided that, the reporting obligation after the Closing Date may be at reasonable periodic intervals or otherwise upon request of the Underwriter, and (ii) to comply with the hold-the-offering-price rule, if applicable, if and for so long as directed by the Underwriter,

(B) to promptly notify the Underwriter of any sales of Series 2025 Bonds that, to its knowledge, are made to a purchaser who is a related party to an underwriter participating in the initial sale of the Series 2025 Bonds to the public (each such term being used as defined below), and

(C) to acknowledge that, unless otherwise advised by the dealer or broker-dealer, the Underwriter shall assume that each order submitted by the dealer or broker-dealer is a sale to the public.

(ii) any selling group agreement relating to the initial sale of the Series 2025 Bonds to the public, together with the related pricing wires, contains or will contain language obligating each dealer that is a party to a third-party distribution agreement to be employed in connection with the initial sale of the Series 2025 Bonds to the public to require each broker-dealer that is a party to such third-party distribution agreement to (A) report the prices at which it sells to the public the unsold Series 2025 Bonds of each maturity allocated to it, whether or not the Closing Date has occurred, until either all Series 2025 Bonds of that maturity allocated to it have been sold or it is notified by the Underwriter or the dealer that the 10% test has been satisfied as to the Series 2025 Bonds of that maturity, provided that, the reporting obligation after the Closing Date may be at reasonable periodic intervals or otherwise upon request of the Underwriter or the dealer, and (B) comply with the hold-the-offering-price rule, if applicable, if and for so long as directed by the Underwriter or the dealer and as set forth in the related pricing wires.

(e) The Issuer acknowledges that, in making the representations set forth in this section, the Underwriter will rely on (i) in the event a selling group has been created in connection with the initial sale of the Series 2025 Bonds to the public, the agreement of each dealer who is a member of the selling group to comply with the requirements for establishing issue price of the Series 2025 Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Series 2025 Bonds, as set forth in a selling group agreement and the related pricing wires, and (ii) in the event that a third-party distribution agreement was employed in connection with the initial sale of the Series 2025 Bonds to the public, the agreement of each broker-dealer that is a party to such agreement to comply with the requirements for establishing issue price of the Series 2025 Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Series 2025 Bonds, as set forth in the third-party distribution agreement and the related pricing wires. The Issuer further acknowledges that the Underwriter shall not be liable for the failure of any dealer who is a member of a selling group, or of any broker-dealer that is a party to a third-party distribution agreement, to comply with its corresponding agreement to comply with the requirements for establishing issue price of the Series 2025 Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Series 2025 Bonds.

(f) The Underwriter acknowledges that sales of any Series 2025 Bonds to any person that is a related party to an underwriter participating in the initial sale of the Series 2025 Bonds to the public (each such term being used as defined below) shall not constitute sales to the public for purposes of this section. Further, for purposes of this section:

(i) "public" means any person other than an underwriter or a related party,

(ii) "underwriter" means (A) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Series 2025 Bonds to the public and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) to participate in the initial sale of the Series 2025 Bonds to the public (including a member of a selling group or a party to a third-party distribution agreement participating in the initial sale of the Series 2025 Bonds to the public),

(iii) a purchaser of any of the Series 2025 Bonds is a "related party" to an underwriter if the underwriter and the purchaser are subject, directly or indirectly, to (A) more than 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (B) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (C) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other), and

(iv) "sale date" means the date of execution of this Purchase Contract by all parties.

Section 1.3. (a) By acceptance and approval of this Purchase Contract, the Issuer hereby authorizes the use of copies of the Official Statement. The Issuer hereby agrees to provide to the Underwriter within seven (7) business days of the date hereof sufficient copies of the Official Statement to enable the Underwriter to comply with the requirements of paragraph (b)(4) of Rule 15c2-12 under the Securities Exchange Act of 1934, as amended ("Rule 15c2-12"), and with the requirements of Rule G-32 of the Municipal Securities Rulemaking Board. The Issuer has heretofore "deemed final" the Preliminary Official Statement dated _____, 2025, and relating to the Series 2025 Bonds (the "Preliminary Official Statement") for purposes of paragraph (b)(1) of Rule 15c2-12 and the Issuer acknowledges and ratifies the use by the Underwriter prior to the date hereof of the Preliminary Official Statement in connection with the public offering of the Series 2025 Bonds.

(b) In order to assist the Underwriter in complying with paragraph (b)(5) of Rule 15c2-12, the Issuer will undertake, pursuant to a Continuing Disclosure Undertaking (the "Continuing Disclosure Undertaking"), to be dated as of the Closing Date to provide annual reports and notices of certain events. A form of the Continuing Disclosure

Undertaking is set forth as Appendix E to the Preliminary Official Statement and will also be set forth as Appendix E to the Official Statement.

Section 1.4. At approximately 9:00 a.m., Utah time, on _____, 2025, or on such later date as shall be agreed upon in writing by the Issuer and the Underwriter (the "Closing Date"), the Issuer will cause the Series 2025 Bonds to be delivered to or for the account of the Underwriter in definitive form, duly executed and authenticated, at such place designated by the Underwriter and will deliver to the Underwriter the other documents herein mentioned at the offices of Bond Counsel, or such other location as may be mutually agreed upon by the Issuer and the Underwriter. The Underwriter will accept such delivery and pay the purchase price of the Series 2025 Bonds as set forth in paragraph 1.1(a) hereof by wire transfer, payable in federal funds or other immediately available funds to the order of the Trustee (such delivery and payment are herein called the "Closing"). The Series 2025 Bonds shall be initially issued in the form of one fully registered Bond for each maturity of the Series 2025 Bonds, shall be registered in the name of Cede & Co., as nominee for The Depository Trust Company ("DTC"), and shall be made available to DTC or its agent for the account of the Underwriter in New York, New York (or such other place designated by the Underwriter).

ARTICLE II

REPRESENTATIONS, WARRANTIES AND AGREEMENTS OF ISSUER

By its acceptance hereof, the Issuer represents and warrants to and covenants with the Underwriter that:

Section 2.1. The Issuer is a political subdivision and body politic duly organized and existing under the laws of the State of Utah with full power and authority to consummate the transactions contemplated by the Transaction Documents, including the execution, delivery and/or approval of all documents and agreements referred to herein or therein.

Section 2.2. The City Council of the Issuer has duly adopted the Resolution, has duly authorized and approved the distribution of the Preliminary Official Statement and the Official Statement, and has duly authorized and approved the execution and delivery of, and the performance by the Issuer of the obligations on its part contained in the Transaction Documents and, as of the Closing Date, each will be in full force and effect and, as of the Closing Date, neither the Resolution nor any of the Transaction Documents will have been amended, supplemented, rescinded, repealed or otherwise modified except with the approval of the Underwriter.

Section 2.3. The adoption of the Resolution, the execution and delivery of the Transaction Documents, the compliance by the Issuer with the provisions of any or all of the foregoing documents, and the application of the proceeds of the Series 2025 Bonds for the purposes described in the Official Statement do not and will not conflict with or result in the material breach of any of the terms, conditions or provisions of, or constitute a default under, any existing law, court or administrative regulation, decree or order, agreement, indenture, mortgage, lease or instrument to which the Issuer is a party or by which the Issuer or any of its property is or may be bound.

Section 2.4. The Issuer has duly authorized all necessary action to be taken by it for the adoption of the Resolution; the issuance and sale of the Series 2025 Bonds by the Issuer upon the terms and conditions set forth herein, in the Official Statement, and the Transaction Documents; and the execution, delivery and receipt of the Transaction Documents, and any and all such agreements, certificates and documents as may be required to be executed, delivered and received by the Issuer in order to carry out, effectuate and consummate the transactions contemplated hereby and by the Official Statement, including but not limited to such certifications as may be necessary to establish and preserve the excludability from gross income for federal income tax purposes of interest on the Series 2025 Bonds.

Section 2.5. Except as described in the Official Statement, there is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, public board or body, pending or threatened against the Issuer or others (a) affecting the existence of the Issuer or the titles of its officers to their respective offices; (b) seeking to prohibit, restrain or enjoin the sale, issuance or delivery of the Series 2025 Bonds or the revenues or assets of the Issuer mortgaged, appropriated, encumbered or pledged pursuant to the Indenture; (c) in any way contesting or affecting the validity or enforceability of the Series 2025 Bonds or any of the Transaction Documents or the transactions contemplated thereby; (d) contesting in any way the completeness or accuracy of the Preliminary Official Statement or the Official Statement; or (e) contesting the powers of the Issuer or any authority for the issuance of the Series 2025 Bonds or the execution and delivery of any of the Transaction Documents.

Section 2.6. When delivered to and paid by the Underwriter at the Closing in accordance with the provisions of this Purchase Contract, the Series 2025 Bonds will have been duly authorized, executed, issued and delivered and will constitute valid and binding special limited obligations of the Issuer in conformity with, and entitled to the benefit and security of the Indenture.

Section 2.7. The Issuer is not in breach of or in default under any material existing law, court or administrative regulation, decree or order, ordinance, resolution, agreement, indenture, mortgage, lease, sublease or other instrument to which the Issuer is a party or by which the Issuer or its property is bound; and the execution and delivery of the Series 2025 Bonds, the Transaction Documents, and this Purchase Contract, and compliance with the provisions thereof, will not conflict with or constitute a material breach or a default under any law, administrative regulation, judgment, decree, loan agreement, mortgage, indenture, deed of trust, note, resolution, agreement or other instrument to which the Issuer or its property is or may be bound.

Section 2.8. No event has occurred or is continuing which, with the passage of time or the giving of notice, or both, would constitute a default or an event of default under the Transaction Documents, or which could have a material adverse effect on the financial condition of the Issuer, receipt by the Issuer of the Revenues, or the transactions contemplated by the Transaction Documents, or have a material adverse effect on the validity or enforceability in accordance with their respective terms of the Transaction Documents or this Purchase Contract or in any way adversely affect the existence or any powers of the Issuer or the titles of its officers to their respective positions or the excludability from gross income for federal income tax purposes of interest on the Series 2025 Bonds.

Section 2.9. The information contained in the Preliminary Official Statement (except as changed by the Official Statement) was, as of its date and as of the date hereof, and the information in the Official Statement will be, as of the Closing Date, true and correct in all material respects. The Preliminary Official Statement does not contain, and the Official Statement, as of its date and as of the Closing Date, will not contain any untrue statement of a material fact, and the Preliminary Official Statement does not omit and the Official Statement, as of its date and as of the Closing Date, will not omit to state a material fact required to be stated therein or necessary to make the statements made therein, in the light of the circumstances under which they were made, not misleading; provided, however, that this representation and warranty shall not be deemed to cover or apply to (x) information provided to the Issuer in writing by the Underwriter and included on the inside front cover page of the Preliminary Official Statement or the Official Statement regarding the principal amount, interest rates, maturities and initial public offering prices of the Series 2025 Bonds or (y) statements in the Preliminary Official Statement or the Official Statement under the captions "THE SERIES 2025 BONDS—Book-Entry Only System," "UNDERWRITER," "APPENDIX G."

Section 2.10. The Issuer will not take or omit to take any action which will in any way cause the proceeds from the sale of the Series 2025 Bonds to be applied or result in such proceeds being applied in a manner inconsistent with the Transaction Documents.

Section 2.11. The Issuer hereby authorizes the use of the Official Statement, including all amendments and supplements thereto, by the Underwriter in connection with the public offering and sale of the Series 2025 Bonds and consents to the use by the Underwriter prior to the date hereof of the Preliminary Official Statement in connection with the public offering and sale of the Series 2025 Bonds.

Section 2.12. The Issuer agrees to reasonably cooperate with the Underwriter in any endeavor to qualify the Series 2025 Bonds for offering and sale under the securities or "Blue Sky" laws of such jurisdictions of the United States as the Underwriter may request; provided, however, that the Issuer shall not be required with respect to the offer or sale of the Series 2025 Bonds to file written consent to suit or to file written consent to service of process in any jurisdiction. The Issuer hereby consents to the use of the Official Statement by the Underwriter in obtaining such qualification.

Section 2.13. If between the date of this Purchase Contract and 25 days following the "end of the underwriting period" (which the Issuer can assume is the Closing Date unless otherwise notified in writing by the Underwriter) any event shall occur which might or would cause the Official Statement to contain any untrue statement of a material fact or to omit to state any material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstance under which they were made, not misleading, the Issuer shall notify the Underwriter and if, in the opinion of the Underwriter, such event requires the preparation and publication of a supplement or amendment to the Official Statement, the Issuer will supplement or amend the Official Statement in a form and in a manner approved by the Underwriter. If the Official Statement is amended or supplemented subsequent to the date hereof and prior to the Closing, the Underwriter may terminate this Purchase Contract by notification to the Issuer at any time prior to the Closing if, in the reasonable judgment of the Underwriter, such amendment or supplement has or will have a material adverse effect on the marketability of the Series 2025 Bonds.

Section 2.14. When executed by the respective parties thereto, this Purchase Contract and the Transaction Documents will constitute legal, valid and binding obligations of the Issuer enforceable in accordance with their respective terms except that the rights and obligations under the Transaction Documents, and this Purchase Contract are subject to bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance and other similar laws affecting creditors' rights, to the application of equitable principles if equitable remedies are sought, to the exercise of judicial discretion in appropriate cases and to limitations on legal remedies against public agencies in the State of Utah.

Section 2.15. The Issuer has complied, and, will at the Closing be in compliance in all respects, with the obligations on its part contained in the Transaction Documents and this Purchase Contract and any and all other agreements relating thereto.

Section 2.16. Each representation, warranty or agreement stated in any certificate signed by any officer of the Issuer and delivered to the Underwriter at or before the Closing shall constitute a representation, warranty, or agreement by the Issuer upon which the Underwriter shall be entitled to rely.

Section 2.17. Except as described in the Official Statement, the Issuer has not otherwise pledged or assigned the Revenues.

Section 2.18. To the best of its knowledge, the Issuer has never failed to pay principal and interest when due on any of its bonded indebtedness or other obligations nor has the Issuer ever failed to appropriate sufficient amounts to timely pay any of its lease obligations;

Section 2.19. The Issuer's audited financial statements as of, and for the year ended June 30, 2024, a copy of which is included in the Preliminary Official Statement and will be included in the Official Statement, present fairly the financial position of the Issuer at June 30, 2024, and the results of its operations and changes in financial position for the year then ended; any other statements and data submitted in writing by the Issuer to the Underwriter in connection with this Purchase Contract are true and correct in all material respects as of their respective dates; except as described in the Official Statement and except as otherwise disclosed by the Issuer to the Underwriter, since June 30, 2024, there has been no material adverse change in the condition, financial or otherwise, of the Issuer from that set forth in the audited financial statements as of and for the year ended that date, and the Issuer has not since June 30, 2024, incurred any material liabilities, directly or indirectly, whether or not arising in the ordinary course of its operations;

Section 2.20. For the past five years, the Issuer has not failed to comply in all material respects with each and every continuing disclosure undertaking it has entered into pursuant to Rule 15c2-12, except as disclosed in the Official Statement.

Section 2.21. The Issuer will not take or omit to take any action that will in any way cause the proceeds from the sale of the Series 2025 Bonds to be applied or result in such proceeds being applied in a manner inconsistent the Indenture.

ARTICLE III

UNDERWRITER'S CONDITIONS

Section 3.1. The Underwriter has entered into this Purchase Contract in reliance upon the representations and warranties of the Issuer contained herein, and in reliance upon the representations and warranties to be contained in the documents and instruments to be delivered prior to and at the Closing and upon the performance by the Issuer of its obligations hereunder, as of the date hereof and as of the date of the Closing. Accordingly, the Underwriter's obligations under this Purchase Contract to purchase, to accept delivery of and to pay for the Series 2025 Bonds shall be conditioned upon the performance by the Issuer of its obligations to be performed hereunder and under such documents and instruments at or prior to the Closing, and shall also be subject to the following additional conditions:

(a) At the time of Closing for the Series 2025 Bonds, (1) the Transaction Documents shall be in full force and effect and shall not have been revoked, rescinded, repealed, amended, modified or supplemented, except as therein permitted or as may have been agreed to in writing by the Underwriter, and (2) the Issuer shall have duly adopted and there shall be in full force and effect such resolutions and ordinances as, in the opinion of Gilmore & Bell, P.C., bond counsel to the Issuer ("Bond Counsel"), shall be necessary in connection with the transactions contemplated hereby.

(b) At the time of the Closing, the Official Statement shall not have been supplemented or amended, except in any such case as otherwise provided in this Purchase Contract or as may have otherwise been agreed to in writing by the Underwriter

(c) The Underwriter may terminate its obligations hereunder by written notice to the Issuer if, at any time subsequent to the date hereof and on or prior to the Closing Date:

(i) the marketability of the Series 2025 Bonds or the market price thereof, in the opinion of the Underwriter, has been materially adversely affected by an amendment to the Constitution of the United States or by any legislation (A) enacted by the United States Congress, (B) recommended to the Congress for passage by the President of the United States or the Treasury Department of the United States, or (C) officially presented by any member of the Committee on Finance of the United States Senate or the Committee on Ways and Means of the United States House of Representatives for formal action by such Committee, or officially presented as an option for formal consideration by either such Committee, by the staff of such Committee or by the staff of the Joint Committee on Taxation of the United States Congress, favorably reported for passage to either House of the Congress by any Committee of such House to which such legislation has been referred for consideration, or by the occurrence of any other Congressional action, but only, however, if the occurrence of any of the foregoing events is generally accepted by the municipal bond market as potentially affecting the federal tax status of the Issuer, its property or income, or the interest on its bonds or notes (including the Series 2025 Bonds) by any decision of any court of the United States or by any

ruling or regulation (final, temporary or proposed) on behalf of the Treasury Department of the United States, the Internal Revenue Service or any other authority of the United States affecting the federal tax status of the Issuer, its property or income, or the interest on its bonds (including the Series 2025 Bonds); or

(ii) legislation introduced in or enacted (or resolution passed) by the Congress or an order, decree or injunction issued by any court of competent jurisdiction, or an order, ruling, regulation (final, temporary, or proposed), press release or other form of notice issued or made by or on behalf of the Securities and Exchange Commission, or any other governmental agency having jurisdiction over the subject matter, to the effect that obligations of the general character of the Series 2025 Bonds, including any or all underlying arrangements, are not exempt from registration under or other requirements of the Securities Act of 1933, as amended (the "Securities Act"), or that the Indenture is not exempt from qualification under or other requirements of the Trust Indenture Act, or that the issuance, offering or sale of obligations of the general character of the Series 2025 Bonds, including any or all underlying arrangements, as contemplated hereby or by the Official Statement or otherwise, is or would be in violation of the federal securities law as amended and then in effect; or

(iii) the State of Utah shall have taken any action, whether administrative, legislative, judicial or otherwise, which would have a material adverse effect on the marketing or sale of the Series 2025 Bonds, including any action relating to (i) the tax-exempt status under Utah law of the interest to be received by any owner of the Series 2025 Bonds, or (ii) a limitation on the ability of the Issuer to collect Pledged Revenues; or

(iv) any state blue sky or securities commission or other governmental agency or body shall have withheld registration, exemption or clearance of the offering of the Series 2025 Bonds as described herein, or issued a stop order or similar ruling relating thereto; or

(v) the United States shall have become engaged in hostilities which have resulted in a declaration of war or a national emergency or there shall have occurred any other outbreak or escalation of hostilities or a national or international calamity or crises, financial or otherwise, or the material escalation of such calamity or crisis, the effect of which, in the reasonable judgment of the Underwriter, would make it impracticable for the Underwriter to market the Series 2025 Bonds or to enforce contracts for the sale of the Series 2025 Bonds; or

(vi) there shall have occurred the declaration of a general banking moratorium by any authority of the United States or the States of New York or Utah; or.

(vii) there shall be in force a general suspension of trading on the New York Stock Exchange or other major exchange shall be in force, or minimum or

maximum prices for trading shall have been fixed and be in force, or maximum ranges for prices for securities shall have been required and be in force on any such exchange, whether by virtue of determination by that exchange or by order of the SEC or any governmental authority having jurisdiction; or the New York Stock Exchange or other national securities exchange or any governmental authority, shall impose, as to the Series 2025 Bonds or as to obligations of the general character of the Series 2025 Bonds, any material restrictions not now in force, or increase materially those now in force, with respect to the extension of credit by, or the charge to the net capital requirements of, the Underwriter; or

(viii) any rating of the Issuer's obligations (including the Series 2025 Bonds) shall have been downgraded or withdrawn by a national rating service, or any notice shall have been given of any intended downgrading, suspension, withdrawal or negative change in credit watch status by any national rating service, and such action, in the opinion of the Underwriter, will materially adversely affect the market price of the Series 2025 Bonds; or

(ix) there shall have occurred since the date of this Purchase Contract any materially adverse change in the affairs or financial condition of the Issuer which, in the reasonable opinion of the Underwriter, has or will have a material adverse effect on the marketability of the Series 2025 Bonds; or

(x) the purchase of and payment for the Series 2025 Bonds by the Underwriter, or the resale of the Series 2025 Bonds by the Underwriter, on the terms and conditions herein provided shall be prohibited by any applicable law, governmental authority, board, agency or commission; or

(xi) an event shall have occurred which in the reasonable opinion of the Underwriter has or will have a material adverse effect on the marketability of the Series 2025 Bonds or the market price thereof.

(d) At or prior to the Closing, the Underwriter shall receive the following:

(i) The approving opinion of Gilmore & Bell, P.C., Bond Counsel, dated the Closing Date, in substantially the form attached as Appendix E to the Official Statement;

(ii) The letter of Gilmore & Bell, P.C., as disclosure counsel to the Issuer, dated the Closing Date and addressed to the Underwriter, in standard form for similar transactions;

(iii) The opinion of Ryan Wood, as City Attorney for the Issuer, in standard form for similar transactions and satisfactory to Bond Counsel and the Underwriter;

(iv) The Issuer’s certificate, dated the Closing Date, signed by the Mayor and the City Recorder of the Issuer and in form and substance satisfactory to the Underwriter and Bond Counsel, to the effect that (A) the representations of the

Issuer herein are true and correct in all material respects as of the Closing Date as if made on the Closing Date; (B) except as disclosed in the Official Statement, no litigation is pending or, to the best of their knowledge, threatened against the Issuer (i) to restrain or enjoin the issuance or delivery of any of the Series 2025 Bonds or the collection of Revenues pledged under the Indenture, (ii) in any way contesting or affecting the authority for the issuance of the Series 2025 Bonds or the adoption of the Resolution or the execution and delivery of the Transaction Documents, the validity or enforceability of the Series 2025 Bonds and the Transaction Documents, or the excludability from gross income for federal income tax purposes of interest on the Series 2025 Bonds, (iii) questioning or challenging any power of the Issuer, including its ability to levy taxes, or (iv) in any way contesting the organization, existence or powers of the Issuer or the titles of its officers to their respective offices, or (v) contesting or attempting to restrain or enjoining the application of the proceeds thereof or the payment, collection or application of the Revenues or the pledge of the Revenues, or of other moneys, rights and interests pledged pursuant to the Indenture or the adoption of the Resolution; (C) the descriptions and information contained in the Official Statement relating to the Issuer, its organization and financial and other affairs, and the application of the proceeds of sale of the Series 2025 Bonds are correct in all material respects, as of the date of the Official Statement and as of the Closing Date; (D) such descriptions and information, as of the date of the Official Statement did not, and as of said Closing Date do not, contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements made therein, in the light of the circumstances under which they were made, not misleading; (E) no event affecting the Issuer has occurred since the date of the Official Statement that should be disclosed in the Official Statement for the purpose for which it is to be used or that is necessary to be disclosed therein in order to make the statements and information therein not misleading in any material respect; (F) the Transaction Documents have been duly authorized, executed and delivered by the Issuer and, assuming due authorization, execution and delivery by the other parties thereto, the Transaction Documents constitute legal, valid and binding agreements of the Issuer enforceable in accordance with their respective terms except as enforcement may be limited by bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting creditors' rights and by the availability of equitable remedies; (G) the Resolution authorizing the execution and delivery of the Transaction Documents has been duly adopted and has not been modified, amended or repealed; and (H) the execution and delivery of the Transaction Documents and this Purchase Contract and compliance with the provisions thereof, under the circumstances contemplated thereby, do not and will not in any material respect conflict with or constitute on the part of the Issuer a breach of or default under any indenture, mortgage, deed of trust, agreement or other instrument to which the Issuer is a party or any law, public administrative rule or regulation, court order or consent decree to which the Issuer is subject;

(v) Copies of each of the Resolution and the Transaction Documents, duly executed by each of the parties thereto;

(vi) Copies of the Tax Certificate of the Issuer, relating to matters affecting the excludability from gross income for federal income tax purposes of interest on the Series 2025 Bonds, including the use of proceeds of sale of the Series 2025 Bonds and matters relating to arbitrage rebate pursuant to Section 148 of the Code and the applicable regulations thereunder, in form and substance satisfactory to Bond Counsel;

(vii) A copy of the Preliminary Official Statement and the Official Statement;

(viii) Evidence satisfactory to the Underwriter that the Series 2025 Bonds have received a rating of "_____" from [S&P];

(ix) [The bond insurance policy of _____ with respect to the Series 2025 Bonds;]

(x) All documents, certificates and opinions required by the Indenture; and

(xi) Such additional legal opinions, certificates, instruments and other documents as the Underwriter or Bond Counsel may reasonably request.

All the opinions, letters, certificates, instruments and other documents mentioned above or elsewhere in this Purchase Contract shall be deemed to be in compliance with the provisions hereof if, but only if, they are in form and substance satisfactory to the Underwriter, and the Underwriter shall have the right to waive any condition set forth in this Section.

ARTICLE IV

EXPENSES

All expenses and costs in connection with the authorization, issuance and sale of the Series 2025 Bonds to the Underwriter, including rating agency fees, the costs of printing the Official Statement and the Preliminary Official Statement, advertising costs, the initial fees of the Trustee in connection with the issuance of the Series 2025 Bonds, the fees and expenses of Bond Counsel, the fees and expenses of counsel to the Issuer, the Issuer's municipal advisor, and travel and other expenses shall be costs and expenses of the Issuer and shall be paid by the Issuer.

ARTICLE V

The Issuer hereby acknowledges and agrees that:

(a) the Underwriter has heretofore provided the Issuer an engagement letter (the "*Engagement Agreement*"), setting forth the role and responsibilities of the Underwriter in connection with the offering of the Series 2025 Bonds and making disclosures pertinent thereto, which disclosures have previously been and are hereby acknowledged by the Issuer; and

(b) the Issuer has heretofore acknowledged in the Engagement Agreement and hereby acknowledges and agrees that:

(i) Municipal Securities Rulemaking Board ("MSRB") Rule G-17 requires the Underwriter to deal fairly at all times with both municipal issuers and investors;

(ii) the primary role of the Underwriter, as underwriter, is to purchase securities, for resale to investors, in an arm's length, commercial transaction with the Issuer, and the Underwriter has financial and other interests that differ from those of the Issuer;

(iii) the Underwriter is acting solely as a principal and are not acting as a municipal advisor, financial advisor or fiduciary to the Issuer and has not assumed any advisory or fiduciary responsibility to the Issuer with respect to the transaction contemplated hereby and the discussions, undertakings and procedures leading thereto (irrespective of whether the Underwriter has provided other services or is currently providing other services to the Issuer on other matters);

(iv) the only obligations the Underwriter has to the Issuer with respect to the transaction contemplated hereby are expressly set forth in this Purchase Contract;

(v) the Issuer has consulted with its own financial and/or municipal, legal, accounting, tax, financial and other advisors, as applicable, to the extent it deemed appropriate in connection with the issuance and offering of the Series 2025 Bonds;

(vi) the Underwriter has a duty to purchase securities from the Issuer at a fair and reasonable price, but must balance that duty with its duty to sell municipal securities to investors at prices that are fair and reasonable; and

(vii) the Underwriter will review the Official Statement in accordance with, and as part of, its responsibilities under the federal securities law, as applied to the facts and circumstances of the transaction. However, the Issuer has primary responsibility for disclosure to investors. Accordingly, the Underwriter's review of the Official Statement should not be construed by the Issuer as a guarantee of the accuracy or completeness of the information in the Official Statement.

(c) By entering into this Purchase Contract, the Underwriter certifies that it and its parent company, wholly or majority owned subsidiaries, and other affiliates, if any, are not currently engaged in, or for the duration of this Purchase Contract will not engage in, a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel. The Underwriter understands that “boycott” means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to

penalize, inflict economic harm on, or limit commercial relations, but does not include an action made for ordinary business purposes.

ARTICLE VI

GENERAL

Any notice or other communication to be given to the Underwriter under this Purchase Contract may be given by delivering the same in writing to the Underwriter at 15 West South Temple, #1040, Salt Lake City, Utah 84101, Attention: John Crandall. Any notice or other communication to be given to the Issuer under this Purchase Contract may be given by delivering the same in writing to Lehi City, 135 North 100 East, Lehi, Utah 84043, Attention: Mayor, with a copy thereof to the City Attorney at the same address.

This Purchase Contract is made solely for the benefit of the Issuer and the Underwriter (including its successors or assigns) and no other person shall acquire or have any right hereunder or by virtue hereof. All the representations, warranties, covenants and agreements contained herein shall remain operative and in full force and effect and shall survive delivery of and payment of the Series 2025 Bonds hereunder and regardless of any investigation made by the Underwriter or on their behalf.

This Purchase Contract shall be governed by the laws of the State of Utah.

The Issuer acknowledges and agrees that (i) the purchase and sale of the Series 2025 Bonds pursuant to this Purchase Contract is an arm's-length commercial transaction between the Issuer and the Underwriter, (ii) in connection therewith and with the discussions, undertakings and procedures leading up to the consummation of such transaction, the Underwriter is and has been acting solely as a principal and is not acting as the agent, advisor or fiduciary of the Issuer, (iii) the Underwriter has not assumed an advisory or fiduciary responsibility in favor of the Issuer with respect to the offering contemplated hereby or the discussions, undertakings and procedures leading thereto (irrespective of whether the Underwriter has provided other services or is currently providing other services to the Issuer on other matters) and the Underwriter has no obligation to the Issuer with respect to the offering contemplated hereby except the obligations expressly set forth in this Purchase Contract, (iv) the Underwriter is not acting as municipal advisor (as defined in Section 15B of the Securities Exchange Act of 1934, as amended), and (v) the Issuer consulted its own legal, financial and other advisors to the extent it deemed appropriate in connection with the offering of the Series 2025 Bonds. The Issuer has retained Lewis Young Robertson & Burningham, Inc., as its Independent Registered Municipal Advisor in this transaction.

This Purchase Contract contains the entire agreement between the parties relating to the subject matter hereof, and all previous representations, endorsements, promises, agreements or understandings, oral, written or inferred, between the parties relating to the subject matter hereof are superseded hereby.

The Underwriter represents and warrants that it is not currently engaged in a boycott of the State of Israel or an economic boycott of a boycotted company, as such terms are defined in the

immediately succeeding two sentences. As currently defined in Section 63G-27-102(5) of the Utah Code, "economic boycott" means an action targeting a "boycotted company" with the intention of penalizing or inflicting economic harm to such company. Furthermore, as currently defined in Section 63G-27-102(3) of the Utah Code "boycotted company" means a company that (1) engages in the exploration, production, utilization, transportation, sale, or manufacture of fossil fuel-based energy, timber, mining, or agriculture, (2) engages in, facilitates, or supports the manufacture, distribution, sale, or use of firearms, (3) does not meet or commit to meet environmental standards, including standards for eliminating, reducing, offsetting, or disclosing greenhouse gas-emissions, beyond applicable state and federal law requirements or (4) does not facilitate or commit to facilitate access to abortion or sex characteristic surgical procedures. The Underwriter covenants and agrees not to engage in a boycott of the State of Israel or an economic boycott of a boycotted company for the duration of any contractual arrangement with the City, including this Purchase Contract.

This Purchase Contract and all documents necessary or required to complete the sale of the Bonds may be executed in multiple counterparts, all of which taken together will constitute one and the same instrument. Pursuant to the Uniform Electronic Transactions Act, Title 46, Chapter 4 Utah Code Annotated 1953, as amended, the Underwriter and the City hereby agree and consent to the use of electronic signatures and electronic records in connection with the Bond transaction; provided, however, that such consent and agreement only permits the use of, but does not require, electronic signatures or electronic records, including on documents delivered in counterparts.

This Purchase Contract may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

This Purchase Contract shall become effective upon the execution by Stifel, Nicolaus & Company, Incorporated and the acceptance hereof by the Issuer.

Very truly yours,

STIFEL, NICOLAUS & COMPANY,
INCORPORATED

By: _____

Its: _____

LEHI CITY, UTAH

By:_____

Its:_____

ATTEST:

By:_____
City Recorder

(SEAL)

EXHIBIT A

$_____
Lehi City, Utah
Franchise and Sales Tax Revenue Bonds, Series 2025
(Broadband Project)

Maturity Date [(February 1)]	Principal Amount	Interest Rate	Yield	Pricing Rule

* [General Rule Maturities.]
** [Hold-the-offering-price Maturities]

EXHIBIT B

FORM OF

UNDERWRITER'S RECEIPT FOR BONDS
AND ISSUE PRICE CERTIFICATE

$_____
Lehi City, Utah
Franchise and Sales Tax Revenue Bonds, Series 2025
(Broadband Project)

The undersigned, on behalf of Stifel, Nicolaus & Company, Incorporated (the "Original Purchaser"), as the Original Purchaser of the above-described bonds (the "Bonds"), being issued on the date of this Certificate by Lehi City, Utah (the "Issuer"), certifies and represents as follows:

1. Receipt of the Bonds. The Original Purchaser hereby acknowledges receipt of the Bonds pursuant to the Bond Purchase Contract (the "Purchase Contract") by and between the Original Purchaser, and the Issuer, dated _____, 2025 (the "Sale Date"). The Bonds are issued as fully registered bonds, and are dated, mature on the dates, bear interest at the rates per annum, and are numbered as set forth in the Indenture (as defined in the Purchase Contract.)

2. Issue Price. For purposes of this certificate the following definitions apply:

"Effective Time" means the time on the Sale Date that the Agreement to purchase the Bonds became enforceable.

"Holding Period" means with respect to each Undersold Maturity the period beginning on the Sale Date and ending on the earlier of the following:

(1) the close of the fifth (5th) business day after the Sale Date; or

(2) the date and time at which the Purchaser has sold at least 10% of that Undersold Maturity of the Bonds to the Public at one or more prices that are no higher than the Initial Offering Price.

"Initial Offering Price" means the price listed on Exhibit A for each Maturity.

"Maturity" means Bonds with the same credit and payment terms; Bonds with different maturity dates, or Bonds with the same maturity date but different stated interest rates, are treated as separate maturities.

"Public" means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriting Firm or a related party to an Underwriting Firm. An Underwriting Firm and a person are related if it and the person are subject, directly or indirectly, to (A) more than 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (B) more than 50% common ownership of their capital interests or profits interests, if both entities

are partnerships (including direct ownership by one partnership of another), or (C) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other.

"Purchaser" means the Original Purchaser, on its own behalf and as representative of each Underwriting Firm.

"Undersold Maturity" or "Undersold Maturities" means any Maturity for which less than 10% of the principal amount of Bonds of that Maturity were sold as of the Effective Time.

"Underwriting Firm" means (A) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public, and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) of this definition to participate in the initial sale of the Bonds to the Public (including a member of a selling group or a party to a third-party distribution agreement participating in the initial sale of the Bonds to the Public).

The Original Purchaser represents as follows:

1. Attached as Attachment 1 is a copy of the pricing wire or similar communication used to communicate the Initial Offering Price of each Maturity to the Public.

2. As of the Effective Time all the Bonds were the subject of an initial offering to the Public.

3. As of the Effective Time none of the Bonds were sold to any person at a price higher than the Initial Offering Price for that Maturity.

4. [As of the Effective Time there were no Undersold Maturities. For any Undersold Maturity, during the Holding Period each Underwriting Firm did not offer nor sell Bonds of the Undersold Maturity to the Public at a price that is higher than the respective Initial Offering Price for that Undersold Maturity.]

5. [Any separate agreement among any Underwriting Firm related to the sale of an Undersold Maturity during the Holding Period contained the agreement referenced in 4 above.]

STIFEL, NICOLAUS & COMPANY,
INCORPORATED

By: _____

Its: _____

EXHIBIT A – [*same as in Bond Purchase Contract*]
ATTACHMENT 1 -- Initial Offering Price Documentation
[Attach Pricing Wire or Other Offering Price Documentation]

NET NETWORK REVENUE PLEDGE AGREEMENT

This NET NETWORK REVENUE PLEDGE AGREEMENT (the "Agreement") is entered into as of [April 1, 2025], by and between LEHI CITY, UTAH, (the "City") a municipal corporation and U.S. BANK NATIONAL ASSOCIATION, as trustee (the "Trustee")

W I T N E S S E T H:

WHEREAS, pursuant to the terms of a General Indenture of Trust dated as of March 1, 2021 and a Second Supplemental Indenture, dated as of [April 1, 2025] (collectively, the "Franchise Tax Indenture"), and each by and between the City and the Trustee, the City intends to issue its Franchise and Sales Tax Revenue Bonds, Series 2025 (Broadband Project) (the "Series 2025 Bonds") to (a) finance a portion of the cost of the acquisition, construction, installation and equipping of a fiber optic telecommunications network and related facilities and improvements (collectively, the "Series 2025 Project"), (b) pay capitalized interest, and (c) pay costs of issuance; and

WHEREAS, a portion of the Series 2025 Bonds are payable from the Net Network Revenues (as defined herein); and

WHEREAS, the Net Network Revenues are currently pledged to pay the principal and interest on certain previously issued bonds issued under the Franchise Tax Indenture (the 'Series 2021 Bonds") the City desires to pledge said Net Network Revenues toward the payment of the principal and interest on the Series 2025 Bonds which pledge of the Net Network Revenues shall be on parity with the pledge toward the Series 2021 Bonds under the Franchise Tax Indenture; and

WHEREAS, pursuant to the Local Government Bonding Act, Title 11, Chapter 14, Utah Code Annotated 1953, as amended, , the City is authorized to issue its bonds payable from a special fund into which the Network Revenues of the City may be pledged; and

WHEREAS, the City recognizes that many benefits will flow to the City because of the Series 2025 Project including, but not limited to, improved quality of life and increased employment opportunities within the City; and

WHEREAS, the City has found and determined that the pledge of City funds will promote economic and community development and the health, safety, and welfare of the City and its inhabitants, and is in the best interest of the City and its inhabitants;

NOW, THEREFORE, in consideration of the mutual promises, the covenants contained herein, and other good and valuable consideration, the receipt of which is acknowledged, the parties hereto agree as follows:

Section 1. All capitalized terms not defined in this Agreement shall have the meanings set forth in the Franchise Tax Indenture, unless the context clearly indicates otherwise. All terms used herein which are defined in the recitals hereto shall have the meanings therein given to the same unless the context requires otherwise and, in addition, the following terms shall have the meanings specified below:

"City Network" means the City's broadband facilities, equipment and improvements, together with any additions, repairs, renewals, replacements, expansions, extensions and improvements to said facilities, or any part thereof, hereafter acquired or constructed, and together with all lands, easements, interests in land, licenses, rights of way of the City and all other property, structures, equipment of the City and contract rights and other tangible and intangible assets of the City now or hereafter owned or used in connection with or related to said network.

"Net Network Revenues" means the Network Revenues after provision has been made for the payment therefrom of Operation and Maintenance Expenses.

"Network Revenues" means all gross income and revenues of any kind, from any source whatsoever, derived from the ownership or operation of the City Network, including moneys received from the imposition of fees and charges to providers to and end users of the City Network, together with all interest earned by and profits derived from the sale of investments in the related funds thereof including, without limitation, all fees, Direct Payments.

"Operation and Maintenance Expenses" means all expenses reasonably incurred in connection with the operation and maintenance of the City Network, whether incurred by the City or paid to any other entity pursuant to contract or otherwise, repairs and renewals (other than capital improvements) necessary to keep the City Network in efficient operating condition, including cost of audits hereinafter required, payment of promotional and marketing expenses and real estate brokerage fees, payment of premiums for the insurance hereinafter required, Administrative Costs and, generally all expenses, exclusive of depreciation (including depreciation related expenses of any joint venture) and, any in-lieu of tax transfers to City funds, interest expense for interfund loans from City funds, and reimbursement to the City for general overhead and administration of the City, which under generally accepted accounting practices are properly allocable to operation and maintenance; however, only such expenses as are reasonably and properly necessary to the efficient operation and maintenance of the City Network shall be included.

Section 2. The City agrees that upon issuance of the Series 2025 Bonds it will use the net proceeds of such Series 2025 Bonds to finance the Series 2025 Project, fund any necessary reserve funds, pay capitalized interest, and pay costs of issuance.

Section 3. The City hereby pledges to the Trustee for the benefit of the holders of the Series 2025 Bonds, all Net Network Revenues on or before the date on which said moneys are due and owing during each Bond Year until the Series 2025 Bonds are paid in full.

Section 4. The City may create or incur additional debt on a parity to the pledge created pursuant to this Agreement.

Section 5. The City may create or incur additional debt senior to the pledge created pursuant to this Agreement (the "Senior Debt") so long as the Net Network Revenues received by the City during the fiscal year immediately preceding the fiscal year in which the Senior Debt is to be issued is not less than 100% of the maximum annual Debt Service of the Series 2025 Bonds plus the additional Senior Debt and any Senior Debt issued and outstanding for said fiscal year. The City's pledge created pursuant to this Agreement may be subordinated to a pledge by the City

of its Net Network Revenues to secure Senior Debt, if any, such that the Net Network Revenues shall be applied first to the payment of the City's payment obligations with respect to the Senior Debt, and second to the City's pledge created pursuant to this Agreement and to any City obligation issued or created on a parity with the pledge created herein.

Section 6. The Trustee agrees to apply such Net Network Revenues received pursuant to this Agreement pursuant to the Franchise Tax Indenture, including the payment of the Series 2025 Bonds, replenishing any reserve funds or to deposit amounts to any reserve instrument fund thereunder, if necessary.

Section 7. Nothing contained in this Agreement shall be construed to create a general obligation liability of the City. The Series 2025 Bonds shall not be a debt of the City pursuant to any constitutional or statutory debt limitations, and the issuance of the Series 2025 Bonds and the execution of this Agreement shall not require the City to levy any form of taxation or to appropriate any moneys for the payment of the Series 2025 Bonds or amounts otherwise due under this Agreement.

Section 8. This Agreement shall be effective upon the date it is executed by both parties and filed with the keeper of the records of each party. The obligation and pledge of this Agreement shall terminate at such time as the Series 2025 Bonds are no longer outstanding.

Section 9. The City's obligation to make such payments and to perform and observe the other agreements and covenants on its part contained in this Agreement shall be absolute and unconditional, irrespective of any rights of set off, recoupment or counterclaim it might otherwise have against the Trustee or any holder of the Series 2025 Bonds

Section 10. This Agreement shall be governed by the laws of the State of Utah.

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement as of the day and year first written above.

LEHI CITY, UTAH

(SEAL)

By: _____
Mayor

ATTEST:

By: _____
City Recorder

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, as Trustee

By:_____

Its:_____

EIGHTH SUPPLEMENTAL INDENTURE OF TRUST

Dated as of [April 1, 2025]

by and between

LEHI CITY, UTAH

and

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION
as Trustee

and supplementing
General Indenture of Trust
Dated as December 1, 2003

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EIGHTH SUPPLEMENTAL INDENTURE OF TRUST

This Eighth Supplemental Indenture of Trust, dated as of [April 1, 2025], by and between Lehi City, Utah, a political subdivision and body politic duly organized and existing under the Constitution and laws of the State of Utah (the "Issuer") and U.S. Bank Trust Company, National Association, a national banking association authorized by law to accept and execute trusts and having its principal office in Salt Lake City, Utah, as trustee (the "Trustee"):

W I T N E S S E T H:

WHEREAS, the Issuer has entered into a General Indenture of Trust, dated as of December 1, 2003, as heretofore supplemented (the "General Indenture") with the Trustee; and

WHEREAS, pursuant to the General Indenture, Bonds includes other obligations authorized pursuant to the General Indenture; and

WHEREAS, the Issue has entered into a General Indenture dated as of March 1, 2021, as supplemented (the "General Franchise Tax Indenture") with the Trustee; and

WHEREAS, the Issuer desires to issue its Franchise and Sales Tax Revenue Bonds, Series 2025 (Broadband Project) (the "Series 2025 Bonds") for the purpose of (i) financing the acquisition, construction, installation and equipping of a fiber-optic network and related facilities and improvements (the "Series 2025 Project"); (ii) paying capitalized interest, and (iii) paying costs of issuance.

WHEREAS, the Local Government Bonding Act, Title 11, Chapter 14, Utah Code Annotated 1953, as amended, authorizes the issuance of non-voted excise tax revenue bonds payable solely from the excise tax revenues of cities, towns or counties, levied and collected by the said government entity or levied by the State of Utah and rebated pursuant to law; and

WHEREAS, based upon the information available to the Issuer, the Series 2025 Bonds shall not at any one time exceed an amount for which the average annual installments of principal and interest will exceed eighty percent (80%) of the taxes included in the Revenues received by the Issuer (or would have been received by the Issuer had such taxes been in place) during its fiscal year immediately preceding the fiscal year in which the Series 2025 Bonds will be issued; and

WHEREAS, the Series 2025 Bonds will be issued pursuant to the General Franchise Tax Indenture and a Second Supplemental Indenture, dated as of [April 1, 2025] (the "Second Supplemental Franchise Tax Indenture" and together with the General Franchise Tax Indenture, the "Franchise Tax Indenture"), by and between the Issuer and the Trustee; and

WHEREAS, the Series 2025 Bonds will be secured by a Pledge Agreement, attached as Exhibit A hereto (the "Pledge Agreement") pledging Revenues (as defined in the General Indenture) pursuant to which the Issuer has pledged up to 50% of average annual debt service on the Series 2025 Bonds per year to the payment of the Series 2025 Bonds; and

WHEREAS, the Pledge Agreement and the obligations of the Issuer thereunder constitute Additional Bonds under and pursuant to the General Indenture and this Eighth Supplemental

Indenture (the "Eighth Supplemental Indenture," collectively with the General Indenture, and any amendments thereto or hereto, the "Indenture"); and

WHEREAS, the execution and delivery of the Series 2025 Bonds and of this Eighth Supplemental Indenture have in all respects been duly authorized and all things necessary to make the Series 2025 Bonds, when executed by the Issuer and authenticated by the Trustee, the valid and binding legal obligations of the Issuer and to make this Eighth Supplemental Indenture a valid and binding agreement have been done;

NOW, THEREFORE, THIS EIGHTH SUPPLEMENTAL INDENTURE OF TRUST WITNESSETH, that to secure the Series 2025 Bonds and to provide for the payment and performance of the obligations under the Pledge Agreement to the trustee for the Series 2025 Bonds and all Bonds and Additional Bonds issued and Outstanding under the Indenture, the payment of the principal or redemption price thereof and interest thereon, the rights of the Registered Owners of the Bonds, to secure the Security Instrument Issuers of Security Instruments for any Bonds, and of all Reserve Instrument Providers of Reserve Instruments for any Bonds, and the performance of all of the covenants contained in such Bonds and herein, and for and in consideration of the mutual covenants herein contained and of the purchase of such Bonds by the Registered Owners thereof from time to time, and the issuance of Reserve Instruments by Reserve Instrument Providers, and of the acceptance by the Trustee of the trusts hereby created, and intending to be legally bound hereby, the Issuer has executed and delivered this Eighth Supplemental Indenture of Trust, and by these presents does, in confirmation of the General Indenture, as amended and supplemented, hereby sell, assign, transfer, set over and pledge unto U.S. Bank National Association, as Trustee, its successors in trust and its assigns forever, to the extent provided in the General Indenture, as amended and supplemented, all right, title and interest of the Issuer in and to (i) the Revenues (as defined in the General Indenture), (ii) all moneys in funds and accounts held by the Trustee under the General Indenture and hereunder (except the Rebate Fund), and (iii) all other rights granted under the General Indenture and hereinafter granted for the further securing of such Bonds.

TO HAVE AND TO HOLD THE SAME unto the Trustee and its successors in trust hereby created and its and their assigns forever;

IN TRUST, NEVERTHELESS, FIRST, for the equal and ratable benefit and security of all present and future Registered Owners of Bonds and Security Instrument Issuers without preference, priority, or distinction as to lien or otherwise (except as otherwise specifically provided), of any one Bond or Security Instrument Repayment Obligation over any other Bond or Security Instrument Repayment Obligation, and FIFTH, for the equal and proportionate benefit, security and protection of all Reserve Instrument Providers, without privilege, priority or distinction as to the lien or otherwise of any Reserve Instrument Repayment Obligation over any of the others by reason of time of issuance, delivery or expiration thereof or otherwise for any cause whatsoever.

ARTICLE I

SUPPLEMENTAL INDENTURE; DEFINITIONS

Section 1.1 Supplemental Indenture. This Eighth Supplemental Indenture is supplemental to, and is executed in accordance with and pursuant to Articles II and IX of the General Indenture.

Section 1.2 Definitions. All terms which are defined in the General Indenture, shall have the meanings, respectively, when used herein (including the use thereof in the recitals and the granting clauses thereof) unless expressly given a different meaning or unless the context clearly otherwise requires. All terms used herein which are defined in the recitals hereto shall have the meanings therein given to the same unless the context requires otherwise and, in addition, the following terms shall have the meanings specified below:

"Cede" means Cede & Co. and any substitute nominee of DTC who becomes the registered Bondholder.

"Dated Date" means, with respect to the Series 2025 Bonds, the date of initial issuance and delivery thereof.

"DTC" means The Depository Trust Company, New York, New York, a limited-purpose trust company organized under the laws of the State of New York.

"Interest Payment Date" means, with respect to the Series 2025 Bonds, each [February 1 and August 1[, [commencing August 1, 20__].

"Series 2025 Bonds" means the Issuer's $[PAR] Franchise and Sales Tax Revenue Bonds, Series 2025 (Broadband Project) issued pursuant to the Franchise Tax Indenture.

"Series 2025 Project" means the construction a new fiber telecommunication system and all related improvements.

ARTICLE II

ISSUANCE OF THE SERIES 2025 BONDS

Section 2.1 Principal Amount, Designation and Series. The Pledge Agreement is hereby authorized and the obligation and pledge of Revenues thereunder constitutes an Additional Bond under the Indenture for the purpose of providing funds to (i) finance the Series 2025 Project and (ii) pay costs incurred in connection with the issuance of the Series 2025 Bonds. The Series 2025 Bonds shall be limited to $[PAR] in aggregate principal amount and shall be issued in the form and designation given and contain the terms as provided in the Second Supplemental Franchise Tax Indenture.

Section 2.2 Maturities and Interest. The maximum amount payable from the Revenues with respect to the Series 2025 Bonds shall be as set forth in the Pledge Agreement attached hereto as Exhibit A.

Section 2.3 Series 2025 Bonds as Additional Bonds. The obligation of the Issuer under the Pledge Agreement constitutes and is issued as Additional Bonds under the Indenture. The Issuer hereby certifies that the requirements set forth in Section 2.13 of the General Indenture have been and will be complied with in connection with the issuance of the Series 2025 Bonds and the Pledge Agreement, as follows:

(a) No Event of Default has occurred under the Indenture; and

(b) A certificate has been delivered to the Trustee by an Authorized Representative to the effect that the Revenues for a consecutive 12 month period in the 24 months immediately preceding the closing date of the Series 2025 Bonds were at least equal to 150% of the sum of the maximum Aggregate Annual Debt Service Requirement on all Bonds and Additional Bonds to be Outstanding following the issuance of the Series 2025 Bonds, there being no amounts due on any Reserve Instrument Repayment Obligations upon the issuance of the Series 2025 Bonds; and

(c) All payments required by the Indenture to be made into the Bond Fund have been made in full, and there is on deposit in each account of the Debt Service Reserve Fund (taking into account any Reserve Instrument coverage) the full amount required by the Indenture to be accumulated therein at such time; and

(d) The proceeds of the Series 2025 Bonds will be used to finance a Project (including the funding of necessary reserves and the payment of costs of issuance).

Section 2.4 Additional Bonds Covenant. In addition to the other requirements of Section 2.13 of the General Indenture, the Issuer covenants that so long as the Series 2025 Bonds are outstanding it will not issue any Additional Bonds under the General Indenture on a parity with the Bonds unless the certificate required pursuant to Section 2.13(b) of the General Indenture demonstrates that the Revenues for any 12 month period in the 24 months immediately preceding the proposed date of issuance of Such Additional Bonds were at least equal to 150% of the sum of (x) the maximum Aggregate Annual Debt Service Requirement on all Bonds and Additional Bonds to be Outstanding following the issuance of the Additional Bonds (it being understood that the maximum annual debt service requirement on the Series 2025 Bonds payable under the Pledge Agreement shall be $_____) plus (y) the maximum annual installments due on all Reserve Instrument Repayment Obligations to be outstanding following the issuance of such Additional Bonds.

Section 2.5 Perfection of Security Interest.

(a) The Indenture creates a valid and binding pledge and assignment of security interest in all of the Revenues pledged under the Indenture in favor of the Trustee as security for payment of the Series 2025 Bonds and the amounts payable under the Pledge Agreement, enforceable by the Trustee in accordance with the terms thereof.

(b) Under the laws of the State, such pledge and assignment and security interest is automatically perfected by Section 11-14-501, Utah Code Annotated 1953, as amended, and is and shall have priority as against all parties having claims of any kind in tort, contract, or otherwise hereafter imposed on the Revenues.

ARTICLE III

CONFIRMATION OF GENERAL INDENTURE

As supplemented by this Eighth Supplemental Indenture, and except as provided herein, the General Indenture is in all respects ratified and confirmed, and the General Indenture and this Eighth Supplemental Indenture shall be read, taken and construed as one and the same instrument so that all of the rights, remedies, terms, conditions, covenants and agreements of the General Indenture shall apply and remain in full force and effect with respect to this Eighth Supplemental Indenture, and to any revenues, receipts and moneys to be derived therefrom.

ARTICLE IV

MISCELLANEOUS

Section 4.1 Severability. If any provision of this Eighth Supplemental Indenture shall be held or deemed to be or shall, in fact, be inoperative or unenforceable as applied in any particular case in any jurisdiction or in all jurisdictions, or in all cases because it conflicts with any other provision or provisions hereof or any constitution or statute or rule of public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions herein contained invalid, inoperative, or unenforceable to any extent whatever. The invalidity of any one or more phrases, sentences, clauses, or sections in this Eighth Supplemental Indenture contained, shall not affect the remaining portions of this Eighth Supplemental Indenture, or any part thereof.

Section 4.2 Counterparts. This Eighth Supplemental Indenture may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 4.3 Effective Date. This Eighth Supplemental Indenture shall become effective immediately upon execution.

IN WITNESS WHEREOF, the Issuer and the Trustee have caused this Eighth Supplemental Indenture of Trust to be executed as of the date first above written.

LEHI CITY, UTAH

By:_____
Mayor

(SEAL)

Countersigned:

By:_____
City Recorder

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION as Trustee

By:_____

Title:_____

EXHIBIT A

PLEDGE AGREEMENT

SALES TAX PLEDGE AGREEMENT

This SALES TAX PLEDGE AGREEMENT (the "Agreement") is entered into as of [April 1, 2025], by and between LEHI CITY, UTAH, (the "City") a municipal corporation and U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, as trustee (the "Trustee") under the Franchise Tax Indenture and the Sales Tax Indenture (each as hereinafter defined).

W I T N E S S E T H:

WHEREAS, pursuant to the terms of a General Indenture of Trust dated as of March 1, 2021 and a Second Supplemental Indenture, dated as of [April 1, 2025] (collectively, the "Franchise Tax Indenture"), and each by and between the City and the Trustee, the City intends to issue its Franchise and Sales Tax Revenue Bonds, Series 2025 (Broadband Project) (the "Series 2025 Bonds") to (a) finance a portion of the cost of the acquisition, construction, installation and equipping of a fiber optic telecommunications network and related facilities and improvements (collectively, the "Series 2025 Project"), (b) fund any necessary debt service reserve funds, (c) pay capitalized interest, and (d) pay costs of issuance; and

WHEREAS, a portion of the Series 2025 Bonds are payable from sales tax revenues (the "Sales Tax Revenues") the City collects under Title 59, Chapter 12, Part 2 of the Utah Code Utah Code Annotated 1953, as amended (the "Utah Code"); and

WHEREAS, the maximum annual amount of the City's obligation shall be 50% of the average annual debt service of the Series 2025 Bonds per year (the "Maximum Sales Tax Pledge"); and

WHEREAS, the City has previously issued certain sales tax bonds and may from time to time issue additional bonds (collectively, the "Sales Tax Bonds") pursuant to an Indenture of Trust dated as of December 1, 2003, as supplemented from time to time (the "Sales Tax Indenture"); and

WHEREAS, the City has agreed to enter into this Agreement with the Trustee to pledge to the Series 2025 Bonds Sales Tax Revenues received by the City, up to the Maximum Sales Tax Pledge, to pay any amounts owed on the Series 2025 Bonds [or to the insurer of such Bonds,] which pledge is on a parity with payment by the City of the Sales Tax Bonds; and

WHEREAS, the debt service on the Series 2025 Bonds and the Maximum Sales Tax Pledge is set forth in Exhibit A hereto; and

WHEREAS, this Agreement and the obligation and pledge of the Sales Tax Revenues hereunder shall constitute an Additional Bond under and as defined in the Sales Tax Indenture and such obligation and pledge shall terminate only upon payment of the Series 2025 Bonds in full [and payment of all amounts owed the insurer of such Bonds]; and

WHEREAS, the City recognizes that many benefits are flowing to the City because of the Series 2025 Project including, but not limited to, improved quality of life and increased employment opportunities within the City; and

WHEREAS, the City has found and determined that the pledge of City funds is a corporate purpose that will promote economic and community development and the health, safety, and welfare of the City and its inhabitants and is in the best interest of the City and its inhabitants;

NOW, THEREFORE, in consideration of the mutual promises, the covenants contained herein, and other good and valuable consideration, the receipt of which is acknowledged, the parties hereto agree as follows:

Section 1. The City agrees that upon issuance of the Series 2025 Bonds it will use the net proceeds of such Series 2025 Bonds to finance the Series 2025 Project, fund any necessary reserve funds, pay capitalized interest, and pay costs of issuance.

Section 2. The City hereby pledges to the Trustee for the benefit of the holders of the Series 2025 Bonds and the insurer of such Bonds, to the extent necessary during each Bond Year as defined in the Franchise Tax Indenture, Sales Tax Revenues, up to the amount of the Maximum Sales Tax Pledge, with such amounts being paid to the Trustee under the Franchise Tax Indenture at least 15 days before the date on which said moneys are due and owing during each Bond Year until the Series 2025 Bonds are paid in full, which pledge shall be on a parity with the senior Sales Tax Bonds.

Section 3. The City hereby agrees and covenants that it will not issue any Additional Bonds under the Sales Tax Indenture on a parity with its obligation under this Agreement, unless it complies with the requirements of Section 2.13 of the Sales Tax Indenture and the requirements in Section 4 below.

Section 4. In addition to the other requirements of Section 2.13 of the Sales Tax Indenture, the City covenants that so long as the Series 2025 Bonds are outstanding it will not issue any Additional Bonds under the Sales Tax Indenture on a parity with its obligation under this Agreement unless the certificate required pursuant to Section 2.13(b) of the Sales Tax Indenture demonstrates that the Sales Tax Revenues for any 12 month period in the 24 months immediately preceding the proposed date of issuance of Such Additional Bonds were at least equal to 200% of the sum of (x) the maximum Aggregate Annual Debt Service Requirement on all Bonds and Additional Bonds to be Outstanding following the issuance of the Additional Bonds plus (y) the maximum annual installments due on all Reserve Instrument Repayment Obligations to be outstanding following the issuance of such Additional Bonds. Any terms used in this Section 4 not otherwise defined in this Agreement shall have the meanings given to them in the Sales Tax Indenture or the Franchise Tax Indenture, as applicable.

Section 5. The Trustee agrees to apply such Sales Tax Revenues received pursuant to this Agreement pursuant to the Franchise Tax Indenture as supplemented by the Second Supplemental Indenture of Trust, solely to the payment of the Series 2025 Bonds or amounts owed to the insurer of such Bonds.

Section 6. Nothing contained in this Agreement shall be construed to create a general obligation liability of the City. The obligations hereunder and under the Series 2025 Bonds shall not be a debt of the City pursuant to any constitutional or statutory debt limitations, and the issuance of the Series 2025 Bonds and the execution of this Agreement shall not require the City

to levy any form of taxation or to appropriate any moneys for the payment of the Series 2025 Bonds or amounts otherwise due under this Agreement (it being understood that this Section shall not limit the obligation of the City to levy and pay the Sales Tax Revenues to the Trustee as provided under the Sales Tax Indenture and hereunder).

Section 7. This Agreement shall be effective upon the date it is executed by both parties and filed with the keeper of the records of each party. The obligation and pledge of this Agreement shall terminate at such time as the Series 2025 Bonds are no longer outstanding and all amounts have been paid to the insurer of the Series 2025 Bonds. The City agrees it shall not replace the Trustee under the Sales Tax Indenture or the Franchise Tax Indenture unless such replacement agrees to assume the obligations of the Trustee hereunder.

Section 8. The City's obligation to make such payments and to perform and observe the other agreements and covenants on its part contained in this Agreement shall be absolute and unconditional, and shall not be limited or reduced by any rights of set off, recoupment or counterclaim it might otherwise have against the Trustee or any holder of the Bonds

Section 9. This Agreement shall be governed by the laws of the State of Utah.

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement as of the day and year first written above.

LEHI CITY, UTAH

(SEAL)

By: _____
Mayor

ATTEST:

By: _____
City Recorder

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, as Trustee

By:_____

Its:_____

EXHIBIT A

DEBT SERVICE SCHEDULE AND MAXIMUM SALES TAX REVENUE PLEDGE

Fiscal Year Ending June 30,	Principal	Interest	Fiscal Total	Maximum Sales Tax Pledge
Total				

SECOND SUPPLEMENTAL INDENTURE OF TRUST

Dated as of [April 1, 2025]

by and between

LEHI CITY, UTAH

and

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION,
as Trustee

Supplementing the
General Indenture of Trust

Dated as of March 1, 2021

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SECOND SUPPLEMENTAL INDENTURE OF TRUST

This Second Supplemental Indenture of Trust, dated as of [April 1, 2025], by and between Lehi City, Utah, a political subdivision and body politic duly organized and existing under the Constitution and laws of the State of Utah (the "Issuer") and U.S. Bank Trust Company, National Association, a national banking association duly organized and existing under the laws of the United States of America, authorized by law to accept and execute trusts and having its principal office in Salt Lake City, Utah (the "Trustee");

W I T N E S S E T H:

WHEREAS, the Issuer has entered into a General Indenture of Trust, dated as of March 1, 2021, as heretofore supplemented (the "General Indenture") with the Trustee; and

WHEREAS, the Issuer has previously issued its Franchise and Sales Tax Revenue Bonds, Series 2021 (the "Series 2021 Bonds"); and

WHEREAS, the Issuer now desires to issue its $[PAR] Franchise and Sales Tax Revenue Bonds, Series 2025 (Broadband Project) (the "Series 2025 Bonds") to (a) finance a portion of the cost of the acquisition, construction, installation and equipping of a fiber optic telecommunications network and related facilities and improvements (collectively, the "Series 2025 Project"), (b) pay capitalized interest, and (c) pay costs of issuance; and

WHEREAS, the Series 2025 Bonds will be authorized, issued and secured under the General Indenture, as amended and supplemented by this Second Supplemental Indenture (the "Second Supplemental Indenture," and collectively with the General Indenture, and any amendments thereto or hereto, the "Indenture"); and

WHEREAS, pursuant to the Local Government Bonding Act, Title 11, Chapter 14, Utah Code Annotated 1953, as amended (the "Act"), and the General Indenture which authorizes the issuance of the Bonds, the Issuer has the authority to issue bonds for the purposes set forth above; and

WHEREAS, the execution and delivery of the Series 2025 Bonds and of this Second Supplemental Indenture have in all respects been duly authorized and all things necessary to make the Series 2025 Bonds, when executed by the Issuer and authenticated by the Trustee, the valid and binding legal obligations of the Issuer and to make this Second Supplemental Indenture a valid and binding agreement have been done;

NOW, THEREFORE, THIS SECOND SUPPLEMENTAL INDENTURE OF TRUST WITNESSETH, that to secure the Series 2025 Bonds and all other Bonds Outstanding and Additional Bonds issued and Outstanding under the Indenture, the payment of the principal or redemption price thereof and interest thereon, the rights of the Registered Owners of the Bonds, to secure the Security Instrument Issuers of Security Instruments for any Bonds, and of all Reserve Instrument Providers of Reserve Instruments for any Bonds, and the performance of all of the covenants contained in such Bonds and herein, and for and in consideration of the mutual covenants herein contained and of the purchase of such Bonds by the Registered Owners thereof from time to time and the issuance of the Reserve Instrument by the Reserve Instrument Provider,

and of the acceptance by the Trustee of the trusts hereby created, and intending to be legally bound hereby, the Issuer has executed and delivered this Second Supplemental Indenture of Trust, and by these presents does, in confirmation of the General Indenture, as amended and supplemented, hereby sell, assign, transfer, set over and pledge unto U.S. Bank National Association, as Trustee, its successors in trusts and its assigns forever, to the extent provided in the General Indenture, as amended and supplemented, all right, title and interest of the Issuer in and to (i) the Revenues (as defined in the General Indenture), (ii) all moneys in funds and accounts held by the Trustee under the General Indenture and hereunder (except the Rebate Fund), and (iii) all other rights granted under the General Indenture and hereinafter granted for the further securing of such Bonds.

TO HAVE AND TO HOLD THE SAME unto the Trustee and its successors in trust hereby created and its and their assigns forever;

IN TRUST, NEVERTHELESS, FIRST, for the equal and ratable benefit and security of all present and future Registered Owners of Bonds and Security Instrument Issuers of Security Instrument for any Bonds without preference, priority, or distinction as to lien or otherwise (except as otherwise specifically provided), of any one Bond over any other Bond, or any Security Instrument Repayment Obligations over any of the others, and SECOND, for the equal and proportionate benefit, security and protection of all Reserve Instrument Providers, without privilege, priority or distinction as to the lien or otherwise of any Reserve Instrument Repayment Obligation over any of the others by reason of time of issuance, delivery or expiration thereof or otherwise for any cause whatsoever.

ARTICLE I

SUPPLEMENTAL INDENTURE; DEFINITIONS

Section 1.1. Supplemental Indenture. This Second Supplemental Indenture is supplemental to, and is executed in accordance with and pursuant to Articles II and IX of the General Indenture.

Section 1.2. Definitions. All terms which are defined in the General Indenture, shall have the meanings, respectively, when used herein (including the use thereof in the recitals and the granting clauses thereof) unless expressly given a different meaning or unless the context clearly otherwise requires. All terms used herein which are defined in the recitals hereto shall have the meanings therein given to the same unless the context requires otherwise and, in addition, the following terms shall have the meanings specified below:

"Additional Pledged Revenues" means collectively, with respect to the Series 2025 Bonds, the Net Network Revenues and the Sales Tax Revenues.

"Cede" means Cede & Co. and any substitute nominee of DTC who becomes the registered Bondholder.

"City Network" means the Issuer's broadband facilities, equipment and improvements, together with any additions, repairs, renewals, replacements, expansions, extensions and improvements to said facilities, or any part thereof, hereafter acquired or constructed, and together

with all lands, easements, interests in land, licenses, rights of way of the Issuer and all other property, structures, equipment of the Issuer and contract rights and other tangible and intangible assets of the Issuer now or hereafter owned or used in connection with or related to said network.

"Dated Date" means the date of delivery of the Series 2025 Bonds.

"DTC" means The Depository Trust Company, New York, New York, a limited-purpose trust company organized under the laws of the State of New York.

["Insurer," "Bond Insurer," or "AGM" means Assured Guaranty Municipal Corp., a New York stock insurance company, or any successor thereto or assignee thereof. For purposes of the Indenture, the Insurer shall constitute a Security Instrument Provider under the Indenture.]

["Insurance Policy" means the municipal bond insurance policy issued by the Insurer guaranteeing the payment of principal and interest on the Series 2025 Bonds when due. For purposes of the Indenture, the Insurance Policy shall constitute a Security Instrument under the Indenture.]

"Interest Payment Date" means, with respect to the Series 2025 Bonds, each [February 1 and August 1], [commencing August 1, 2025].

"Net Network Revenues" means all Net Network Revenues received by the City pursuant to the Net Network Pledge Agreement.

"Net Network Revenues Pledge Agreement" means the Net Network Revenues Pledge Agreement dated as of [April 1, 2025], between the City and the Trustee whereby the City pledges Net Network Revenues for payment of the Series 2025 Bonds and any supplement or amendment thereto, and attached hereto as Exhibit C.

"Pledge Agreements" means collectively, the Net Network Revenues Pledge Agreement and the Sales Tax Pledge Agreement.

"Pledged Revenues" means collectively, the Revenues, the Net Network Revenues, the Sales Tax Revenues, and any Direct Payments.

"Sales Tax Indenture" means the General Indenture of Trust dated as of December 1, 2003 between the Issuer and U.S. Bank National Association, as trustee, as supplemented by the Eighth Supplemental Indenture of Trust dated as of [April 1, 2025].

"Sales Tax Pledge Agreement" means the Sales Tax Pledge Agreement dated as of [April 1, 2025], between the City and the Trustee whereby the City pledges certain portion of sales tax revenue collected under Title 59, Chapter 12, Part 2 of the Utah Code for payment of the Series 2025 Bonds and any supplement or amendment thereto, in the form attached hereto as Exhibit D.

"Sales Tax Revenues" means all sales tax revenues received by the City pursuant to the Sales Tax Pledge Agreement.

"Series 2025 Acquisition/Construction Account" means the account established within the Acquisition/Construction Fund under the General Indenture held in trust by the Trustee, into which a portion of the proceeds of the Series 2025 Bonds shall be deposited as provided herein.

"Series 2025 Bonds" means the Lehi, Utah Franchise and Sales Tax Revenue Bonds, Series 2025 (Broadband Project) authorized herein.

"Series 2025 Debt Service Reserve Requirement" means, with respect to the Series 2025 Bonds, an amount equal to $_____.

"Series 2025 Project" means the construction a new fiber telecommunication system and all related improvements.

"Underwriter" means Stifel, Nicolaus & Company, Incorporated.

ARTICLE II

ISSUANCE OF THE SERIES 2025 BONDS

Section 2.1. Principal Amount, Designation and Series. The Series 2025 Bonds are hereby authorized for issuance under the Indenture for the purpose of providing funds to (i) finance the 2025 Project; (ii) pay capitalized interest; and (iii) pay costs incurred in connection with the issuance of the Series 2025 Bonds. The Series 2025 Bonds shall be limited to $[PAR] in aggregate principal amount, shall be issued in fully registered form, shall be in substantially the form and contain substantially the terms contained in Exhibit A attached hereto and made a part hereof, and shall bear interest at the rates and be payable as to principal or redemption price as specified herein. The Series 2025 Bonds shall be designated as, and shall be distinguished from the Bonds of all other series by the title, "Franchise and Sales Tax Revenue Bonds, Series 2025 (Broadband Project)." The Series 2025 Bonds shall recite that the Series 2025 Bonds are issued under the authority and the Constitution of the State of Utah, the Act, and other applicable law.

Section 2.2. Date, Maturities and Interest. The Series 2025 Bonds shall be dated as of the Dated Date, and shall mature in the years and in the amounts and shall bear interest from the Interest Payment Date next preceding their date of authentication thereof unless authenticated as of an Interest Payment Date, in which event such Bonds shall bear interest from such date, or unless such Bonds are authenticated prior to the first Interest Payment Date, in which event such Bonds shall bear interest from their Dated Date or unless, as shown by the records of the Trustee, interest on the Series 2025 Bonds shall be in default, in which event such Bonds shall bear interest from the date to which interest has been paid in full, or unless no interest shall have been paid on such Bonds, in which event such Bonds shall bear interest from their Dated Date, payable on each Interest Payment Date at the rates per annum as set forth below:

Maturity [(February 1)]	Principal Amount	Interest Rate

Interest shall be calculated on the basis of a year of 360 days comprised of twelve 30-day months.

Section 2.3. [Mandatory Sinking Fund Redemption] (a) The Series 2025 Bonds maturing on _____, 20__ are subject to mandatory sinking fund redemption at a redemption price equal to 100% of the principal amount thereof plus accrued interest thereon to the redemption date on the dates and in the principal amounts as follows:

Mandatory Sinking Fund Redemption Date [(February 1)]	Mandatory Sinking Fund Redemption Amount

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* Final Maturity Date

Upon redemption of any Series 2025 Bond maturing on _____, 20__, other than by application of such mandatory sinking fund redemption, an amount equal to the principal amount so redeemed will be credited toward a part or all of any one or more of such mandatory sinking fund redemption amounts for the respective Series 2025 Bonds maturing on _____, 20__, as applicable, in such order of mandatory sinking fund date as shall be directed by the Issuer

Section 2.4. [Optional Redemption]. The Series 2025 Bonds maturing on or before _____, 20__ are not subject to redemption prior to maturity. The Series 2025 Bonds maturing on or after _____, 20__, are subject to redemption at the option of the Issuer on _____, 20__, and on any date thereafter prior to maturity, in whole or in part, from such maturities or parts thereof as may be selected by the Issuer, at a redemption price of 100% of the principal amount of the Series 2025 Bonds to be redeemed, plus accrued interest to the date of redemption.

Section 2.5. Pledge of Additional Pledged Revenues.

(a) Pursuant to this Second Supplemental Indenture and the Pledge Agreements, the Additional Pledged Revenues are hereby pledged to the payment of the Series 2025 Bonds the Series 2021 Bonds under the Indenture and the Sales Tax Revenues are pledged to pay [Insert the Outstanding Bonds under the Sales Tax Indenture] .

(b) The Additional Pledged Revenues shall be applied to the Series 2025 Bonds as provided in Section 5.2 of the General Indenture, as if the Additional Pledged Revenues were Revenues, but solely with respect to the Series 2025 Bonds. In this respect, promptly upon receipt thereof the Issuer shall deposit such amounts into the Bond Fund for the Series 2025 Bonds until the amounts necessary to pay the Series 2025 Bonds on the next Bond payment date are on deposit therein.

(c) Not in limitation of the obligation to make the deposits to the Bond Fund for the Series 2025 Bonds specified in clause (b) above, deposits to the Bond Fund for the Series 2025 Bonds shall be deemed to be funded from the Franchise Tax Revenues, Direct Payments, and Net Network Revenues prior to funding from the Sales Tax Revenues.

(d) So long as the Series 2025 Bonds are Outstanding, the Issuer covenants that it will not take any of the following actions without the consent of the Registered Owners of [66 2/3%] in aggregate Principal amount of the Series 2025 Bonds then Outstanding [and the Bond Insurer]: (i) terminate the Pledge Agreements; (ii) reduce the amounts due to the Trustee under the Pledge Agreements; or (iii) amend or supplement the Pledge Agreements in any way which would materially adversely affect the amount of the Net Network Revenues or Sales Tax Revenues, as applicable.

Section 2.6. Execution of Bonds. The Mayor is hereby authorized to execute by facsimile or manual signature the Series 2025 Bonds and the City Recorder to countersign and attest by facsimile or manual signature the Series 2025 Bonds and to have imprinted, engraved, lithographed, stamped or otherwise placed on the Series 2025 Bonds a facsimile of the official seal of the Issuer, and the Trustee shall manually authenticate the Series 2025 Bonds.

Section 2.7. Delivery of Bonds. It is hereby determined that the Series 2025 Bonds shall be authenticated and delivered to the Underwriter upon compliance with the General Indenture and payment of the purchase price thereof.

Section 2.8. Designation of Registrar. The Trustee is hereby designated as Registrar for the Series 2025 Bonds, acceptance of which appointment shall be evidenced by execution of this Second Supplemental Indenture by the Registrar.

Section 2.9. Designation of Paying Agent. The Trustee is hereby designated as Paying Agent for the Series 2025 Bonds, acceptance of which appointment shall be evidenced by execution of this Second Supplemental Indenture by the Paying Agent.

Section 2.10. Book-Entry System.

(a) Except as provided in paragraphs (b) and (c) of this Section 2.10 the Registered Owner of all Series 2025 Bonds shall be, and the Series 2025 Bonds shall be registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York (together with any substitute securities depository appointed pursuant to paragraph (d)(ii) of this Section 2.10, "DTC"). Payment of the interest on any Series 2025 Bond shall be made in accordance with the provisions of this Second Supplemental Indenture to the account of Cede on the Interest Payment Dates for the Bonds at the address indicated for Cede in the registration books of the Bond Registrar.

(b) The Series 2025 Bonds shall be initially issued in the form of a separate single fully registered Bond in the amount of each separate stated maturity of the Series 2025 Bonds. Upon initial issuance, the ownership of each such Series 2025 Bond shall be registered in the registration books of the Issuer kept by the Registrar, in the name of Cede, as nominee of DTC. With respect to Series 2025 Bonds so registered in the name of Cede, the Issuer, Registrar and any Paying Agent shall have no responsibility or obligation to any DTC participant or to any beneficial owner of any of such Series 2025 Bonds. Without limiting the immediately preceding sentence, the Issuer, Registrar and any Paying Agent shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede or any DTC participant with respect to any beneficial ownership interest in the Series 2025 Bonds, (ii) the delivery to any DTC participant, beneficial owner or other person, other than DTC, of any notice with respect to the Series 2025 Bonds, including any notice of redemption, or (iii) the payment to any DTC participant, beneficial owner or other person, other than DTC, of any amount with respect to the principal or redemption price of, or interest on, any of the Series 2025 Bonds. The Issuer, the Bond Registrar and any Paying Agent may treat DTC as, and deem DTC to be, absolute owner of each Series 2025 Bond for all purposes whatsoever, including (but not limited to) (1) payment of the principal or redemption price of, and interest on, each Series 2025 Bond, (2) giving notices of redemption and other matters with respect to such Series 2025 Bonds and (3) registering transfers with respect to such Bonds. So long as the Series 2025 Bonds are registered in the name of CEDE & Co., the Paying Agent shall pay the principal or redemption price of, and interest on, all Series 2025 Bonds only to or upon the order of DTC, and all such payments shall be valid and effective to satisfy fully and discharge the Issuer's obligations with respect to such principal or redemption price, and interest, to the extent of the sum or sums so paid. Except as provided in paragraph (c) of this Section 2.10, no person other than DTC shall receive a Bond evidencing the obligation of the Issuer to make payments of principal or redemption price of, and interest on, any such Bond pursuant to this Second Supplemental Indenture. Upon delivery by DTC to the Registrar of written notice to the

effect that DTC has determined to substitute a new nominee in place of Cede, and subject to the transfer provisions of this Second Supplemental Indenture, the word "Cede" in this Second Supplemental Indenture shall refer to such new nominee of DTC.

(c) Except as provided in paragraph (d)(iii) of this Section 2.10, and notwithstanding any other provisions of this Second Supplemental Indenture, the Series 2025 Bonds may be transferred, in whole but not in part, only to a nominee of DTC, or by a nominee of DTC to DTC or a nominee of DTC, or by DTC or a nominee of DTC to any successor securities depository or any nominee thereof.

(d) (i) DTC may determine to discontinue providing its services with respect to the Series 2025 Bonds at any time by giving written notice to the Issuer, the Registrar, and the Paying Agent, which notice shall certify that DTC has discharged its responsibilities with respect to the Series 2025 Bonds under applicable law.

(ii) The Issuer, in its sole discretion and without the consent of any other person, may, by notice to the Registrar, terminate the services of DTC with respect to the Series 2025 Bonds if the Issuer determines that the continuation of the system of book-entry-only transfers through DTC is not in the best interests of the beneficial owners of the Series 2025 Bonds or the Issuer; and the Issuer shall, by notice to the Registrar, terminate the services of DTC with respect to the Series 2025 Bonds upon receipt by the Issuer, the Registrar, and the Paying Agent of written notice from DTC to the effect that DTC has received written notice from DTC participants having interests, as shown in the records of DTC, in an aggregate principal amount of not less than fifty percent (50%) of the aggregate principal amount of the then outstanding Series 2025 Bonds to the effect that: (1) DTC is unable to discharge its responsibilities with respect to the Series 2025 Bonds; or (2) a continuation of the requirement that all of the outstanding Series 2025 Bonds be registered in the registration books kept by the Registrar in the name of Cede, as nominee of DTC, is not in the best interests of the beneficial owners of the Series 2025 Bonds.

(iii) Upon the termination of the services of DTC with respect to the Series 2025 Bonds pursuant to subsection (d)(ii)(2) hereof, or upon the discontinuance or termination of the services of DTC with respect to the Series 2025 Bonds pursuant to subsection (d)(i) or subsection (d)(ii)(1) hereof the Issuer may within 90 days thereafter appoint a substitute securities depository which, in the opinion of the Issuer, is willing and able to undertake the functions of DTC hereunder upon reasonable and customary terms. If no such successor can be found within such period, the Series 2025 Bonds shall no longer be restricted to being registered in the registration books kept by the Registrar in the name of Cede, as nominee of DTC. In such event, the Issuer shall execute, and the Registrar shall authenticate Series 2025 Bond certificates as requested by DTC of like principal amount, maturity and Series, in authorized denominations to the identifiable beneficial owners in replacement of such beneficial owners' beneficial interest in the Series 2025 Bonds.

(iv) Notwithstanding any other provision of this Second Supplemental Indenture to the contrary, so long as any Series 2025 Bond is registered in the name of Cede, as nominee of DTC, all payments with respect to the principal or redemption price of, and

interest on, such Series 2025 Bond and all notices with respect to such Series 2025 Bond shall be made and given, respectively, to DTC.

(v) In connection with any notice or other communication to be provided to Holders of Series 2025 Bonds registered in the name of Cede pursuant to this Second Supplemental Indenture by the Issuer or the Registrar with respect to any consent or other action to be taken by such Holders, the Issuer shall establish a record date for such consent or other action by such Holders and give DTC notice of such record date not less than fifteen (15) days in advance of such record date to the extent possible.

Section 2.11. Limited Obligation. The Series 2025 Bonds, together with interest thereon, shall be limited obligations of the Issuer payable solely from the Pledged Revenues (except to the extent paid out of moneys attributable to the Series 2025 Bond proceeds or other funds created hereunder or under the Indenture (excluding the Rebate Fund) or the income from the temporary investment thereof). The Issuer acknowledges and agrees that such obligations shall be unconditional and shall not be impaired or limited by the failure of the Issuer to construct, complete or operate the City Network or otherwise receive any Net Network Revenues.

Section 2.12. Perfection of Security Interest.

(a) The Indenture creates a valid and binding pledge and assignment of security interest in all of the Revenues including the (Additional Pledged Revenues) pledged under the Indenture in favor of the Trustee as security for payment of the Series 2025 Bonds, enforceable by the Trustee in accordance with the terms thereof.

(b) Under the laws of the State, such pledge and assignment and security interest is automatically perfected by Section 11-14-501, Utah Code Annotated 1953, as amended, and is and shall have priority as against all parties having claims of any kind in tort, contract, or otherwise hereafter imposed on the Revenues.

Section 2.13. Series 2025 Bonds as Initial Bonds. The Series 2025 Bonds are issued as the Initial Bonds under the General Indenture.

ARTICLE III

[PROVISIONS RELATING TO INSURANCE POLICY AND THE INSURER

Section 3.1. Insurance Policy. Upon the issuance of the Series 2025 Bonds, the Issuer shall cause the Insurer to deliver the Insurance Policy.

Section 3.2. Provisions Relating to the Insurance Policy. Notwithstanding any other provision of the Indenture to the contrary, so long as the Series 2025 Bonds remain outstanding and the Insurer is not then in default under any payment obligations under the Insurance Policy the following provisions shall apply:

(a) The Insurer shall, to the extent it makes any payment of principal of or interest on the Series 2025 Bonds, become subrogated to the rights of the recipients of such payments in accordance with the terms of the Insurance Policy (which subrogation rights

shall also include the rights of such recipients in connection with any Insolvency Proceeding.) The obligations to the Insurer shall survive discharge or termination of the Indenture.

(b) The Insurer shall be deemed to be the sole Owner of the Series 2025 Bonds for the purpose of exercising any voting right or privilege or giving any consent or direction or taking any other action that the Owners of the Series 2025 Bonds are entitled to take pursuant to the Indenture relating to defaults and remedies and the duties and obligations of the Trustee. In furtherance thereof and as a term of the Indenture and the Series 2025 Bonds, the Trustee (solely with respect to the Series 2025 Bonds and each Series 2025 Bondholder appoint the Insurer as their agent and attorney-in-fact with respect to the Series 2025 Bonds and agree that the Insurer may at any time during the continuation of any proceeding by or against the Issuer under the United States Bankruptcy Code or any other applicable bankruptcy, insolvency, receivership, rehabilitation or similar law (an "Insolvency Proceeding") direct all matters relating to such Insolvency Proceeding, including without limitation, (A) all matters relating to any claim or enforcement proceeding in connection with an Insolvency Proceeding (a "Claim"), (B) the direction of any appeal of any order relating to any Claim, (C) the posting of any surety, supersedeas or performance bond pending any such appeal, and (D) the right to vote to accept or reject any plan of adjustment. In addition, the Trustee (solely with respect to the Series 2025 Bonds) and each Series 2025 Bondholder delegate and assign to the Insurer, to the fullest extent permitted by law, the rights of the Trustee and each Series 2025 Bondholder with respect to the Series 2025 Bonds in the conduct of any Insolvency Proceeding, including, without limitation, all rights of any party to an adversary proceeding or action with respect to any court order issued in connection with any such Insolvency Proceeding. The maturity of the Series 2025 Bonds shall not be accelerated without the consent of the Insurer. The prior written consent of the Insurer shall be a condition to deposit of any Reserve Instrument into the Debt Service Reserve Account (including any subaccount).

(c) Any amendment, supplement, modification to, or waiver of, the Indenture or any other transaction document, including any underlying security agreement (each a "Related Document"), that requires the consent of Series 2025 Bondowners shall be subject to the prior written consent of the Insurer. Any provision of the Indenture expressly recognizing or granting rights in or to the Insurer may not be amended in any manner that affects the rights of the Insurer without the prior written consent of the Insurer.

(d) The rights granted to the Insurer under the Indenture to request, consent to, or direct any action are rights granted to the Insurer in consideration of its issuance of the Insurance Policy. Any exercise by the Insurer of such rights is merely an exercise of the Insurer's contractual rights and shall not be construed or deemed to be taken for the benefit or on behalf of the Series 2025 Bondowners nor does such action evidence any position of the Insurer, positive or negative, as to whether Bondowners consent is required in addition to consent of Insurer.

(e) The Issuer shall pay or reimburse the Insurer, but solely from Pledged Revenues, any and all charges, fees, costs and expenses which the Insurer may reasonably pay or incur in connection with (i) the administration, enforcement, defense or preservation

of any rights or security in the Indenture or any other Related Document, (ii) the pursuit of any remedies under the Indenture or otherwise afforded by law or equity, (iii) any amendment, waiver or other action with respect to, or related to, the Indenture or any other Related Document, whether or not executed or completed, or (iv) any litigation or other dispute in connection with the Indenture or any other Related Document or the transactions contemplated thereby, other than amounts resulting from the failure of the Insurer to honor its obligations under the Insurance Policy. The Insurer reserves the right to charge a reasonable fee as a condition to executing any amendment, waiver, or consent proposed in respect of the Indenture or any other Related Document.

(f) The Insurer shall be entitled to pay principal or interest on the Series 2025 Bonds that shall become Due for Payment but shall be unpaid by reason of Nonpayment by the Issuer (as such terms are defined in the Insurance Policy) whether or not the Insurer has received a Notice of Nonpayment (as such terms are defined in the Insurance Policy) or a claim upon the Insurance Policy.

(g) Amounts paid by the Insurer under the Insurance Policy shall not be deemed paid for purposes of the Indenture and any Series 2025 Bonds so paid shall remain Outstanding and continue to be due and owing until paid by the Issuer in accordance with the Indenture. The Indenture shall not be discharged unless all amounts due or to become due to the Insurer have been paid in full or duly provided for.

(h) (i) If, on the third Business Day prior to the related scheduled interest payment date or principal payment date ("Payment Date"), there is not on deposit with the Trustee, after making all transfers and deposits required under the Indenture, moneys sufficient to pay the principal of and interest on the Series 2025 Bonds due on such Payment Date, the Trustee shall give notice to the Insurer and to its designated agent (if any) (the "Insurer's Fiscal Agent") by telephone or telecopy of the amount of such deficiency by 12:00 noon, New York City time, on such Business Day. If, on the second Business Day prior to the related Payment Date there continues to be a deficiency in the amount available to pay the principal of and interest on the Series 2025 Bonds due on such Payment Date, the Trustee shall make a claim under the Insurance Policy and give notice to the Insurer and the Insurer's Fiscal Agent (if any) by telephone of the amount of such deficiency, and the allocation of such deficiency between the amount required to pay interest on the Series 2025 Bonds and the amount required to pay principal of the Series 2025 Bonds, confirmed in writing to the Insurer and the Insurer's Fiscal Agent by 12:00 noon, New York City time, on such second Business Day by filling in the form of Notice of Claim and Certificate delivered with the Insurance Policy.

(ii) The Trustee shall designate any portion of payment of principal on Series 2025 Bonds paid by the Insurer, whether by virtue of mandatory sinking fund redemption, maturity or other advancement of maturity, on its books as a reduction in the principal amount of Series 2025 Bonds registered to the then current Series 2025 Bondowner, whether DTC or its nominee or otherwise, and shall issue a replacement Series 2025 Bond to the Insurer, registered in the name of the Insurer in a principal amount equal to the amount of principal so paid (without regard to authorized denominations); provided that the Trustee's failure to so designate any

payment or issue any replacement Series 2025 Bond shall have no effect on the amount of principal or interest payable by the Issuer on any Series 2025 Bond or the subrogation rights of the Insurer.

(iii) The Trustee shall keep a complete and accurate record of all funds deposited by the Insurer into the Policy Payments Account (as hereinafter defined) and the allocation of such funds to payment of interest on the principal paid in respect to any Series 2025 Bond. The Insurer shall have the right to inspect such records at reasonable times upon reasonable notice to the Trustee.

(iv) Upon payment of a claim under the Insurance Policy the Trustee shall establish a separate special purpose trust account for the benefit of Series 2025 Bondowners referred to herein as the "Policy Payments Account" and over which the Trustee shall have exclusive control and sole right of withdrawal. The Trustee shall receive any amount paid under the Insurance Policy in trust on behalf of Series 2025 Bondholders and shall deposit any such amount in the Policy Payments Account and distribute such amount only for purposes of making the payments for which a claim was made. Such amounts shall be disbursed by the Trustee to Series 2025 Bondholders in the same manner as principal and interest payments are to be made with respect to the Series 2025 Bonds under the sections of the Indenture regarding payment of Series 2025 Bonds. It shall not be necessary for such payments to be made by checks or wire transfers separate from the check or wire transfer used to pay debt service with other funds available to make such payments. Notwithstanding anything to the contrary otherwise set forth in the Indenture, the Issuer, but solely from the Pledged Revenues, agrees to pay to the Insurer (A) a sum equal to the total of all amounts paid by the Insurer under the Insurance Policy (the "Insurer Advances"); and (B) to the extent permitted by law, interest on such Insurer Advances from the date paid by the Insurer until payment thereof in full, payable to the Insurer at the Late Payment Rate per annum (collectively, the "Insurer Reimbursement Amounts"). "Late Payment Rate" means the lesser of (1) the greater of (x) the per annum rate of interest, publicly announced from time to time by JPMorgan Chase Bank at its principal office in The City of New York, as its prime or base lending rate (any change in such rate of interest to be effective on the date such change is announced by JPMorgan Chase Bank) plus 3%, and (y) the then applicable highest rate of interest on the Series 2025 Bonds and (2) the maximum rate permissible under applicable usury or similar laws limiting interest rates. The Late Payment Rate shall be computed on the basis of the actual number of days elapsed over a year of 360 days. The Issuer hereby covenants and agrees that the Insurer Reimbursement Amounts are secured by a lien on and pledge of the Pledged Revenues and payable from such Pledged Revenues on a parity with debt service due on the Bonds.

(v) Funds held in the Policy Payments Account shall not be invested by the Trustee and may not be applied to satisfy any costs, expenses, or liabilities of the Trustee.

(vi) Any funds remaining in the Policy Payments Account following a Payment Date shall promptly be remitted to the Insurer.

(i) The Insurer shall be provided with the following information (by the Issuer with respect to items (i), (vi), (vii) and (viii) below, and by the Trustee with respect to items (ii) through (v) and (ix) below):

(i) Annual audited financial statements of the Issuer within [220 days]after the end of Issuer's fiscal year and Issuer's annual budget within 30 days after the approval thereof together with such other information, data or reports as the Insurer shall reasonably request from time to time;

(ii) Notice of any draw upon the Debt Service Reserve Account (including any subaccounts) within two Business Days after knowledge thereof other than (A) withdrawals of amounts in excess of the Debt Service Reserve Requirement and (B) withdrawals in connection with a refunding of the Series 2025 Bonds;

(iii) Notice of any default known to the Trustee within five Business Days after knowledge thereof and notice of any other failure of the Issuer to provide notices, certificates or other information under the Indenture;

(iv) Prior notice of the advance refunding or redemption of any of the Series 2025 Bonds including the principal amount, maturities and CUSIP numbers thereof;

(v) Notice of the resignation or removal of the Trustee and Bond Registrar and the appointment of, and acceptance of duties by, any successor thereto;

(vi) Notice of the commencement of any proceeding by or against the Issuer commenced under the United States Bankruptcy Code or any other applicable bankruptcy, insolvency, receivership, rehabilitation, or similar law (an "Insolvency Proceeding");

(vii) Notice of the making of any claim in connection with any Insolvency Proceeding seeking the avoidance as a preferential transfer of any payment of principal of, or interest on the Series 2025 Bonds;

(viii) A full original transcript of all proceedings relating to the execution of any amendment or supplement to the Indenture (other than supplements in connection with the issuance of Additional Bonds); and

(ix) All reports, notices, and correspondence to be delivered to Series 2025 Bondowners under the terms of the Indenture, including any failure of the Issuer to provide notices, certificates, and other information under the terms of the Indenture.

(j) The Notice address of the Insurer is: [Assured Guaranty Municipal Corp., 1633 Broadway, New York, New York 10019, Attention: Managing Director – Surveillance; re: Policy No. [220939-N]; Telephone: (212) 974-0100, Email: munidisclosure@agltd.com,] or such other notice address as the Insurer shall provide in writing to the Trustee and the Issuer. In each case in which notice or other communication refers to an Event of Default, then a copy of such notice or other communication shall also be sent to the attention of Deputy General Counsel, Public Finance and shall be marked to indicate "URGENT MATERIAL ENCLOSED."

(i) The Insurer shall be deemed to be a third-party beneficiary to the Indenture.

(j) To accomplish defeasance of the Series 2025 Bonds any time the redemption date is more than 90 days from the date of defeasance, the Issuer must cause to be delivered to the Insurer (i) a report of an independent firm of nationally recognized certified public accountants or such other accountant as shall be acceptable to the Insurer ("Accountant") verifying the sufficiency of the escrow established to pay the Series 2025 Bonds in full on the maturity or redemption date ("Verification"), (ii) an escrow deposit agreement (which shall be acceptable in form and substance to the Insurer), (iii) an opinion of Bond Counsel to the effect that the Series 2025 Bonds are no longer "outstanding" under the Indenture, and (iv) a certificate of discharge of the Trustee with respect to the Series 2025 Bonds; each verification and opinion shall be acceptable in form and substance, and addressed, to the Issuer, the Trustee and the Insurer. The Issuer shall provide the Insurer with final drafts of the above-referenced documentation not less than five Business Days prior to the funding of the escrow.

(k) In determining whether any amendment, consent, waiver or other action to be taken, or any failure to take action, under the Indenture would adversely affect the security for the Series 2025 Bonds or the rights of the Series 2025 Bondholders, the Trustee shall consider the effect of any such amendment, consent, waiver, action or inaction as if there were no Insurance Policy.

(l) The Insurer shall have the right to receive such additional information as it may reasonably request.

(m) The Issuer will permit the Insurer to discuss the affairs, finances, and accounts of the Issuer or any information the Insurer may reasonably request regarding the security for the Bonds with appropriate officers of the Issuer and will use commercially reasonable efforts to enable the Insurer to have access to the facilities, books, and records of the Issuer on any Business Day upon reasonable prior notice.

(n) Any interest rate exchange agreement secured under the Indenture ("Swap Agreement") entered into by the Issuer shall meet the following conditions: (i) the Swap Agreement must be entered into to manage interest costs related to, or a hedge against (A) assets then held, or (B) debt then outstanding, or (ii) debt reasonably expected to be issued within the next twelve (12) months, and (iii) the Swap Agreement shall not contain any leverage element or multiplier component greater than 1.0x unless there is a matching hedge arrangement which effectively off-sets the exposure from any such element or component. Unless otherwise consented to in writing by the Insurer, any uninsured net

settlement, breakage, or other termination amount then in effect shall be subordinate to debt service on the Bonds and on any debt on parity with the Bonds. The Issuer shall not terminate a Swap Agreement unless it demonstrates to the satisfaction of the Insurer prior to the payment of any such termination amount that such payment will not cause the Issuer to be in default under the Indenture, including but not limited to, any monetary obligations thereunder. All counterparties or guarantors to any Swap Agreement must have a rating of at Lease "A-" or "A3" by either S&P or Moody's Investors Service ("Moody's"). If the counterparty or guarantor's rating falls below "A-" or "A3" by either S&P or Moody's, the counterparty or guarantor shall execute a credit support annex to the Swap Agreement, which credit support annex shall be acceptable to the Insurer. If the counterparty or the guarantor's long term unsecured rating falls below "Baa1" or "BBB+" by either Moody's or S&P, a replacement counterparty or guarantor, acceptable to the Insurer, shall be required.

(o) The exercise of any provision of the Indenture which permits the purchase of the Series 2025 Bonds in lieu of redemption shall require the prior written consent of the Insurer.

(p) No contract shall be entered into or any action taken by which the rights of the Insurer or security for or sources of payment of the Series 2025 Bonds may be impaired or prejudiced in any material respect except upon obtaining the prior written consent of the Insurer.]

ARTICLE IV

APPLICATION OF PROCEEDS AND FUNDS AND ACCOUNTS

Section 4.1. Creation of Series 2025 Accounts . There is hereby established with the Trustee a Series 2025 Acquisition/Construction Account within the Acquisition/Construction Fund.

Section 4.2. Application of Proceeds of the Series 2025 Bonds. The Issuer shall deposit with the Trustee the proceeds from the sale of the Series 2025 Bonds in the amount of $[PAR] and the Trustee shall deposit said proceeds as follows:

(a) $_____ shall be deposited into the Series 2025 Acquisition/Construction Account; and

(b) The remaining amount shall be deposited into the Series 2025 Acquisition/Construction Account and used to pay costs of issuance.

Section 4.3. Series 2025 Acquisition/Construction Account. Disbursements of moneys in the Series 2025 Acquisition/Construction Account shall be made in accordance with the terms of Section 5.1 of the General Indenture; provided, however, that costs of issuance shall be paid by the Trustee from the Series 2025 Acquisition/Construction Account upon receipt from the Issuer of an executed Cost of Issuance Disbursement Request signed by an Authorized Representative of the Issuer in substantially the form of Exhibit B attached hereto.

Section 4.4. No Debt Service Reserve Requirement. For purposes of the Series 2025 Bonds, there is no Debt Service Reserve Requirement.

ARTICLE V

CONFIRMATION OF GENERAL INDENTURE

As supplemented by this Second Supplemental Indenture, and except as provided herein, the General Indenture is in all respects ratified and confirmed, and the General Indenture and this Second Supplemental Indenture shall be read, taken and construed as one and the same instrument so that all of the rights, remedies, terms, conditions, covenants and agreements of the General Indenture shall apply and remain in full force and effect with respect to this Second Supplemental Indenture, and to any revenues, receipts and moneys to be derived therefrom.

ARTICLE VI

MISCELLANEOUS

Section 6.1. Confirmation of Sale of Series 2025 Bonds. The sale of the Series 2025 Bonds to the Underwriter at the price described in the Bond Purchase Agreement between the Issuer and the Underwriter is hereby ratified, confirmed and approved.

Section 6.2. Sales Tax Indenture.

(a) Any event of default under the Sales Tax Indenture shall constitute an Event of Default with respect to the Series 2025 Bonds.

(b) So long as the Series 2025 Bonds are outstanding, the trustee for the Indenture and the Sales Tax Indenture shall be the same entity.

Section 6.3. [Bond Insurer.

(a) So long as the Series 2025 Bonds are Outstanding and insured by the Bond Insurer, consent of the Bond Insurer shall be required prior to the issuance of any Variable Rate Bonds, Put Bonds, commercial paper, or Balloon Bonds secured by the Pledged Revenues or the entering into of an Interest Rate Swap relating to the Bonds.

(b) The Bond Insurer is a Security Instrument Provider and Article III of this Second Supplemental Indenture (together with the other provisions herein for the benefit of the Insurer) shall constitute the Security Provider Agreement.]

Section 6.4. City Network Covenant. The Issuer hereby affirms that the ownership or operation of the City Network (except as expressly described herein related to Net Network Revenues) will have no effect on the pledge of the Revenues, nor excuse any defaults under the Indenture.

Section 6.5. Severability. If any provision of this Second Supplemental Indenture shall be held or deemed to be or shall, in fact, be inoperative or unenforceable as applied in any particular

case in any jurisdiction or in all jurisdictions, or in all cases because it conflicts with any other provision or provisions hereof or any constitution or statute or rule of public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions herein contained invalid, inoperative, or unenforceable to any extent whatever. The invalidity of any one or more phrases, sentences, clauses or sections in this Second Supplemental Indenture contained, shall not affect the remaining portions of this Second Supplemental Indenture, or any part thereof.

Section 6.6. Counterparts. This Second Supplemental Indenture may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 6.7. Applicable Law. THIS SECOND SUPPLEMENTAL INDENTURE SHALL BE GOVERNED EXCLUSIVELY BY THE APPLICABLE LAWS OF THE STATE OF UTAH.

Section 6.8. Effective Date. This Second Supplemental Indenture shall become effective immediately upon execution.

IN WITNESS WHEREOF, the Issuer and the Trustee have caused this Second Supplemental Indenture of Trust to be executed as of the date first written above.

LEHI CITY, UTAH

(SEAL)

By:_____
Mayor

COUNTERSIGN:

_____
City Recorder

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, as Trustee

By:_____

Title:_____

EXHIBIT A

(FORM OF SERIES 2025 BOND)

Unless this certificate is presented by an authorized representative of The Depository Trust Company (55 Water Street, New York, New York) to the issuer or its agent for registration of transfer, exchange or payment, and any certificate issued is registered in the name of Cede & Co. or such other name as requested by an authorized representative of The Depository Trust Company and any payment is made to Cede & Co., ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL since the registered owner hereof, Cede & Co., has an interest herein.

Registered Registered

UNITED STATES OF AMERICA
LEHI CITY, UTAH
FRANCHISE AND SALES TAX REVENUE BONDS,
SERIES 2025 (BROADBAND PROJECT)

Number R - ___ $_____

Interest Rate	Maturity Date	Dated Date	CUSIP
_____%			

Registered Owner: CEDE & CO.

Principal Amount: _____

Lehi City, Utah (the "Issuer"), a political subdivision and body politic duly organized and existing under the Constitution and laws of the State of Utah, for value received, hereby acknowledges itself to be indebted and promises to pay to the Registered Owner named above or registered assigns, out of the special fund hereinbelow designated and not otherwise, the Principal Amount specified above on the Maturity Date specified above with interest thereon until paid at the Interest Rate specified above per annum, payable semiannually on [February 1 and August 1 of each year, commencing August 1, 20__] (each an "Interest Payment Date"), until said Principal Amount is paid. Principal and premium, if any, shall be payable upon surrender of this Bond at the designated offices of U.S. Bank Trust Company, National Association, Corporate Trust Department, Salt Lake City, Utah ("Trustee" and "Paying Agent") or its successors. Interest on this Bond shall be payable by check or draft mailed to the Registered Owner hereof at his address as it appears on the registration books of the Paying Agent, who shall also act as the Registrar for the Issuer, or at such other address as is furnished to the Paying Agent in writing by such Registered Owner. Interest hereon shall be deemed to be paid by the Paying Agent when mailed. Both principal and interest shall be payable in lawful money of the United States of America.

This Bond is one of an issue of Bonds of the Issuer designated as the "Franchise and Sales Tax Revenue Bonds, Series 2025 (Broadband Project)" (the "Series 2025 Bonds") in the aggregate principal amount of $[PAR] of like tenor and effect, except as to date of maturity and interest rate, numbered R-1 and upwards, issued by the Issuer pursuant to a General Indenture of Trust dated as of [April 1, 2025], as supplemented by a Second Supplemental Indenture of Trust dated as of [April 1, 2025] (together the "Franchise Tax Indenture") and a General Indenture of Trust dated of December 1, 2003 (the "General Sales Tax Indenture") and a Eighth Supplemental Indenture of Trust dated as of [April 1, 2025] (the "Eighth Supplemental Sales Tax Indenture" and together with the General Sales Tax Indenture, the "Sales Tax Indenture" and together with the Franchise Indenture, the "Indenture") approved by a resolution of the Issuer adopted on [March 18, 2025] (the "Bond Resolution"), in order to (a) finance the cost of the acquisition, construction, installation and equipping of a fiber optic telecommunications network and related facilities and improvements (collectively, the "Series 2025 Project"), (b) pay capitalized interest, and (c) pay costs of issuance of the Series 2025 Bonds and in accordance with the Constitution and laws of the State of Utah. Both principal of and interest on this Bond and the issue of which it is a part are payable solely from a special fund designated "Lehi, Utah Franchise and Sales Tax Revenue Bond Fund" (the "Bond Fund"), into which fund, to the extent necessary to assure prompt payment of the principal of and interest on the issue of which this is one and on all series of bonds issued on a lien parity with this Bond shall be paid the Revenues (as defined in the Indenture) all as more fully described and provided in the Indenture.

As more fully provided in the Indenture, the Series 2025 Bonds shall be payable only from the Revenues and shall not constitute a general indebtedness or pledge of the full faith and credit of the Issuer, within the meaning of any constitutional or statutory provision or limitation of indebtedness.

As provided in the Indenture, additional bonds, notes and other obligations of the Issuer may be issued and secured on an equal lien parity with the Series 2025 Bonds, from time to time in one or more series, in various principal amounts, may mature at different times, may bear interest at different rates and may otherwise vary as provided in the Indenture, and the aggregate principal amount of such bonds, notes and other obligations issued and to be issued under the Indenture is not limited.

Reference is hereby made to the Indenture, copies of which are on file with the Trustee, for the provisions, among others, with respect to the nature and extent of the rights, duties and obligations of the Issuer, the Trustee and the Registered Owners of the Series 2025 Bonds, the terms upon which the Series 2025 Bonds are issued and secured, and upon which the Indenture may be modified and amended, to all of which the Registered Owner of this Bond assents by the acceptance of this Bond.

Except as otherwise provided herein and unless the context indicates otherwise, words and phrases used herein shall have the same meanings as such words and phrases in the Indenture.

Interest on the Series 2025 Bonds authenticated prior to the first Interest Payment Date shall accrue from the Dated Date specified above. Interest on the Series 2025 Bonds authenticated on or subsequent to the first Interest Payment Date shall accrue from the Interest Payment Date next preceding their date of authentication, or if authenticated on an Interest Payment Date, as of

that date; provided, however, that if interest on the Series 2025 Bonds shall be in default, interest on the Series 2025 Bonds issued in exchange for Series 2025 Bonds surrendered for transfer or exchange shall be payable from the date to which interest has been paid in full on the Series 2025 Bonds surrendered.

[The Series 2025 Bonds are subject to optional and mandatory sinking fund redemption as provided in the Indenture.]

The Bonds are issued as fully registered Bonds. Subject to the limitations and upon payment of the charges provided in the Indenture, registered Bonds may be exchanged for a like aggregate principal amount of registered Bonds of other authorized denominations of the same series and the same maturity.

This Bond is transferable by the registered holder hereof in person or by his attorney duly authorized in writing at the designated corporate offices of U.S. Bank National Association (the "Registrar"), in Salt Lake City, Utah, but only in the manner, subject to the limitations and upon payment of the charges provided in the Indenture and upon surrender and cancellation of this Bond. Upon such transfer a new registered Bond or Bonds of the same series and the same maturity and of authorized denomination or denominations for the same aggregate principal amount will be issued to the transferee in exchange therefor.

The Issuer and the Paying Agent may deem and treat the Registered Holder hereof as the absolute owner hereof (whether or not this Bond shall be overdue) for the purpose of receiving payment of or on account of principal hereof, premium, if any, and interest due hereon and for all other purposes, and neither the Issuer nor the Paying Agent shall be affected by any notice to the contrary.

[This Bond is issued under and pursuant to the Local Government Bonding Act, Title 11, Chapter 14, Utah Code Annotated 1953, as amended and this Bond does not constitute a general obligation indebtedness of the Issuer within the meaning of any state constitutional or statutory limitation. The issuance of the Bonds shall not, directly, indirectly or contingently, obligate the Issuer or any agency, instrumentality or political subdivision thereof to levy any form of taxation therefor or to make any appropriation for their payment.]

The Issuer covenants and agrees that it will cause to be collected and accounted for sufficient Revenues as will at all times be sufficient to pay promptly the principal of and interest on this Bond and the issue of which it forms a part and to make all payments required to be made into the Bond Fund, and to carry out all the requirements of the Indenture.

It is hereby declared and represented that all acts, conditions and things required to exist, happen and be performed precedent to and in the issuance of this Bond have existed, have happened and have been performed in regular and due time, form and manner as required by law, that the amount of this Bond, together with the issue of which it forms a part, does not exceed any limitation prescribed by the Constitution or statutes of the State of Utah, that the Revenues of the Issuer have been pledged and that an amount therefrom will be set aside into a special fund by the Issuer sufficient for the prompt payment of the principal of and interest on this Bond and the issue of which it forms a part, as authorized for issue under the Indenture, and that the Revenues of the

Issuer are not pledged, hypothecated or anticipated in any way other than by the issue of the Bonds of which this Bond is one and all bonds issued on a parity with this Bond.

This Bond shall not be valid or become obligatory for any purpose nor be entitled to any security or benefit under the Indenture until the Certificate of Authentication on this Bond shall have been manually signed by the Trustee.

IN WITNESS WHEREOF, the Issuer has caused this Bond to be signed by the manual or facsimile signature of its Mayor and countersigned by the manual or facsimile signature of its City Recorder under its corporate seal or a facsimile thereof.

LEHI CITY, UTAH

(SEAL)

(facsimile or manual signature)
Mayor

COUNTERSIGN:

(facsimile or manual signature)
City Recorder

CERTIFICATE OF AUTHENTICATION

This Bond is one of the Franchise and Sales Tax Revenue Bonds, Series 2025 (Broadband Project) of Lehi City, Utah.

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, as Trustee

By:_____(Manual Signature)_____
Authorized Officer

Date of Authentication: _____

ASSIGNMENT

FOR VALUE RECEIVED, _____, the undersigned, hereby sells, assigns and transfers unto:

_____

(Social Security or Other Identifying Number of Assignee)

_____

(Please Print or Typewrite Name and Address of Assignee)

the within Bond and all rights thereunder and hereby irrevocably constitutes and appoints _____ attorney to transfer the within Bond on the books kept for registration thereof, with full power of substitution in the premises.

DATED: _____

Signature:_____

NOTICE: The signature to this assignment must correspond with the name as it appears on the face of this Bond in every particular, without alteration or enlargement or any change whatever.

Signature Guaranteed:

_____

NOTICE: Signature(s) must be guaranteed by an "eligible guarantor institution" that is a member of or a participant in a "signature guarantee program" (e.g., the Securities Transfer Agents Medallion Program, the Stock Exchange Medallion Program or the New York Stock Exchange, Inc. Medallion Signature Program).

[STATEMENT OF INSURANCE]

[Assured Guaranty Municipal Corp. ("AGM"), New York, New York, has delivered its municipal bond insurance policy (the "Policy") with respect to the scheduled payments due of principal of and interest on this Bond to U.S. Bank National Association, Salt Lake City, Utah, or its successor, as paying agent for the Bonds (the "Paying Agent"). Said Policy is on file and available for inspection at the principal office of the Paying Agent and a copy thereof may be obtained from AGM or the Paying Agent. All payments required to be made under the Policy shall be made in accordance with the provisions thereof. The owner of this Bond acknowledges and consents to the subrogation rights of AGM as more fully set forth in the Policy.]

EXHIBIT B

COST OF ISSUANCE DISBURSEMENT REQUEST

U.S. Bank National Association
170 South Main Street, 2nd Floor
Salt Lake City, Utah 84101

Pursuant to Section 3.3 of the Second Supplemental Indenture of Trust dated as of [April 1, 2025], you are hereby authorized to pay to the following costs of issuance from the Series 2025 Acquisition/Construction Account:

(See Attached Schedule)

_____
AUTHORIZED REPRESENTATIVE,
LEHI CITY, UTAH

Costs of Issuance

Payee	Purpose	Amount

EXHIBIT C

NET NETWORK REVENUE PLEDGE AGREEMENT

EXHIBIT D

SALES TAX REVENUE PLEDGE AGREEMENT

PRELIMINARY OFFICIAL STATEMENT DATED MARCH [_____], 2025

NEW ISSUE
Book-Entry Only

[Insured] Rating: [S&P] "[___]" [_____ Insured]
[Underlying] Rating: S&P "[___]"
(See "RATINGS" herein)

In the opinion of Gilmore & Bell, P.C., Bond Counsel to the City, under existing law and assuming continued compliance with certain requirements of the Internal Revenue Code of 1986, as amended (the "Code"), the interest on the Series 2025 Bonds (including any original issue discount properly allocable to an owner thereof) is excludable from gross income for federal income tax purposes, and is not an item of tax preference for purposes of the federal alternative minimum tax. Bond Counsel notes that interest on the Series 2025 Bonds may be included in adjusted financial statement income of applicable corporations for purposes of determining the applicability and amount of the federal corporate alternative minimum tax. The Series 2025 Bonds have not been designated as "qualified tax-exempt obligations" within the meaning of Section 265(b)(3) of the Code. Bond Counsel is also of the opinion that the interest on the Series 2025 Bonds is exempt from State of Utah individual income taxes. See "TAX MATTERS" herein.

LEHI CITY, UTAH

$15,685,000*
FRANCHISE AND SALES TAX REVENUE BONDS, SERIES 2025
(BROADBAND PROJECT)

Dated: Date of Initial Delivery **Due: February 1, as shown herein**

The $15,685,000* Franchise and Sales Tax Revenue Bonds, Series 2025 (Broadband Project) (the "Series 2025 Bonds") are issued as fully registered bonds by Lehi City, Utah (the "City") and when initially issued will be registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York ("DTC"), which will act as securities depository for the Series 2025 Bonds. Purchases of the Series 2025 Bonds will be made in book-entry form only, in the principal amount of $5,000 or any integral multiple thereof, through brokers and dealers who are, or who act through, DTC participants. Owners of the Series 2025 Bonds will not be entitled to receive physical delivery of bond certificates so long as DTC or a successor securities depository acts as the securities depository with respect to the Series 2025 Bonds. Interest on the Series 2025 Bonds is payable on February 1 and August 1 of each year, commencing [August 1, 2025], by U.S. Bank Trust Company, National Association, as Paying Agent, all as more fully described herein. So long as DTC or its nominee is the registered owner of the Series 2025 Bonds, payments of the principal of and interest on such Bonds will be made directly to DTC or its nominee. Disbursement of such payments to DTC participants is the responsibility of DTC and disbursement of such payments to the beneficial owners is the responsibility of DTC participants. See "THE SERIES 2025 BONDS–Book-Entry Only System" herein.

[The Series 2025 Bonds are subject to optional and mandatory sinking fund redemption as described herein.]

Proceeds of the Series 2025 Bonds will be used by the City to (i) finance a portion of costs of the acquisition, construction, installation and equipping of a fiber-optic network and related facilities and improvements; (ii) provide for capitalized interest with respect to the Series 2025 Bonds; and (iii) pay the costs of issuing the Series 2025 Bonds. See "THE BROADBAND PROJECT" herein.

The Series 2025 Bonds are special limited obligations of the City, payable, together and on a parity with the outstanding parity bonds which are outstanding in aggregate principal amount of $52,100,000, solely from the herein defined Pledged Revenues, moneys, securities and funds pledged therefor in the Indenture (as herein defined). Pledged Revenues include (i) the revenues received by the City from the imposition of a municipal energy sales and use tax, (ii) the revenues received by the City from the imposition of the local sales and use tax in the amount of 50% of the average annual debt service on the Series 2025 Bonds annually and pledged pursuant to a pledge agreement, (iii) net revenues from the operation of the City's fiber-optic network and pledged pursuant to a pledge agreement, and (iv) certain other funds described in the herein defined Indenture. *The Series 2025 Bonds will not be a general obligation of the City or the State of Utah (the "State") or any agency, instrumentality or political subdivision thereof. Neither the faith and credit nor the ad valorem taxing power of the City or the taxing power of the State or any agency, instrumentality or political subdivision thereof will be assigned or pledged for payment of principal of, premium, if any, and interest on the Series 2025 Bonds. The issuance of the Series 2025 Bonds shall not directly, indirectly or contingently obligate the City or the State or any agency, instrumentality or political subdivision thereof to levy any form of ad valorem taxation therefor or to make any appropriation for the payment of the Series 2025 Bonds. The City will not mortgage or grant a security interest in the improvements refinanced with the proceeds of the Series 2025 Bonds or any portion thereof to secure payment of the Series 2025 Bonds.* See "SECURITY FOR THE BONDS" herein.

[The scheduled payment of principal of and interest on the Series 2025 Bonds when due will be guaranteed under an insurance policy to be issued concurrently with the delivery of the Series 2025 Bonds by ASSURED GUARANTY MUNICIPAL CORP.] [Logo]

The Series 2025 Bonds are offered when, as and if issued by the City and subject to the approval of their legality by Gilmore & Bell, P.C., Salt Lake City, Utah, Bond Counsel to the City. Certain matters relating to disclosure will be passed upon for the City by Gilmore & Bell, P.C., disclosure counsel to the City. Certain legal matters will be passed upon for the City by Ryan Wood, City Attorney. Certain legal matters will be passed upon for the Underwriter by its counsel, Quarles & Brady LLP, Milwaukee, Wisconsin. LRB Public Advisors, Inc., Salt Lake City, Utah, has acted as municipal advisor to the City in connection with the issuance of the Series 2025 Bonds. It is expected that the Series 2025 Bonds, in book-entry only form, will be available for delivery to DTC or its agent on or about [April 24], 2025.

This cover page contains certain information for quick reference only. It is not a summary of this issue. Investors must read the entire Official Statement to obtain information essential to the making of an informed investment decision. This Official Statement is dated [_____], 2025, and the information contained herein speaks only as of that date.

STIFEL

This Preliminary Official Statement and the information contained herein are subject to completion or amendment. These securities may not be sold, nor may offers to buy be accepted, prior to the time the Official Statement is delivered in final form. Under no circumstances shall this Preliminary Official Statement constitute an offer to sell or the solicitation of an offer to buy, nor shall there be any sale of these securities in any jurisdiction in which such offer, solicitation or sale would be unlawful prior to registration or qualification under the securities laws of any such jurisdiction.

* Preliminary; subject to change.

LEHI CITY, UTAH

$15,685,000*
FRANCHISE AND SALES TAX REVENUE BONDS, SERIES 2025
(BROADBAND PROJECT)

MATURITIES, AMOUNTS, INTEREST RATES AND PRICES/YIELDS

Due (February 1)	Principal Amount*	Interest Rate	Yield	CUSIP†
2031	$75,000			
2032	160,000			
2033	190,000			
2034	230,000			
2035	270,000			
2036	305,000			
2037	320,000			
2038	335,000			
2039	350,000			
2040	370,000			
2041	385,000			
2042	405,000			
2043	425,000			
2044	445,000			
2045	470,000			
2046	495,000			
2047	520,000			
2048	545,000			
2049	575,000			
2050	605,000			
2051	635,000			
2052	670,000			
2053	705,000			
2054	745,000			
2055	785,000			
2056	830,000			
2057	880,000			
2058	930,000			
2059	985,000			
2060	1,045,000			

[$_____ _____% Term Bond Maturing on February 1, 20___; Price: _____%; CUSIP† _____]

---

* Preliminary; subject change.

† The above referenced CUSIP number(s) have been assigned by an independent company not affiliated with the parties to this bond transaction and are included solely for the convenience of the holders of the Series 2025 Bonds. None of the City, the Trustee or the Underwriter is responsible for the selection or uses of such CUSIP numbers, and no representation is made as to its correctness on the Series 2025 Bonds or as indicated above. The CUSIP number for a specific maturity is subject to being changed after the issuance of the Series 2025 Bonds as a result of various subsequent actions including, but not limited to, a refunding in whole or in part of such maturity or as a result of the procurement of secondary market portfolio insurance or other similar enhancement by investors that is applicable to all or a portion of certain maturities.

No dealer, broker, salesman or any other person has been authorized by the City or the Underwriter to give any information or to make any representations, other than those contained in this Official Statement, in connection with the offering contained herein, and, if given or made, such information or representations must not be relied upon. This Official Statement does not constitute an offer or solicitation of an offer to buy nor shall there be any sale of the Series 2025 Bonds by any person in any jurisdiction in which it is unlawful for such offer, solicitation or sale.

The information set forth herein has been obtained from the City, DTC, [the Insurer,] and other sources that are believed to be reliable. The information and expressions of opinion herein are subject to change without notice, and neither the delivery of this Official Statement nor any sale made thereafter shall under any circumstances create any implication that there has been no change in the affairs of the City, or in any other information contained herein since the date hereof.

The Underwriter has provided the following sentence for inclusion in this Official Statement:

> The Underwriter has reviewed the information in this Official Statement in accordance with, and as part of, its responsibilities to investors under the federal securities laws as applied to the facts and circumstances of this transaction, but the Underwriter does not guarantee the accuracy or completeness of such information.

The yields at which the Series 2025 Bonds are offered to the public may vary from the initial reoffering yields on the inside front cover page of this Official Statement. In connection with this offering, the Underwriter may engage in transactions that stabilize, maintain or otherwise affect market prices of the Series 2025 Bonds. Such transactions, if commenced, may be discontinued at any time.

This Official Statement contains "forward-looking statements" within the meaning of the federal securities laws. These forward-looking statements include, among others, statements concerning expectations, beliefs, opinions, future plans and strategies, anticipated events or trends and similar expressions concerning matters that are not historical facts. The forward-looking statements in this Official Statement are subject to risks and uncertainties that could cause actual results to differ materially from those expressed in or implied by such statements.

This Official Statement should be considered in its entirety. No one factor should be considered more or less important than any other by reason of its position in this Official Statement. Where statutes, ordinances, reports or other documents are referred to in this Official Statement, reference should be made to those documents for more complete information regarding their subject matter.

The City maintains a website; however, the information presented there is not a part of this Official Statement and should not be relied upon in making an investment decision with respect to the Series 2025 Bonds.

THESE SECURITIES HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE SECURITIES AND EXCHANGE COMMISSION OR ANY STATE SECURITIES COMMISSION, NOR HAS THE SECURITIES AND EXCHANGE COMMISSION OR ANY STATE SECURITIES COMMISSION PASSED UPON THE ACCURACY OR ADEQUACY OF THIS OFFICIAL STATEMENT. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.

LEHI CITY, UTAH

$15,685,000*

FRANCHISE AND SALES TAX REVENUE BONDS, SERIES 2025
(BROADBAND PROJECT)

153 North 100 East
Lehi, Utah 84043
(385) 201-1000

MAYOR AND CITY COUNCIL

Mark Johnson ..... Mayor
Paige Albrecht ..... Council Member
Chris Condie ..... Council Member
Paul Hancock ..... Council Member
Heather Newall ..... Council Member
Michelle Stallings ..... Council Member

CITY ADMINISTRATION

Jason Walker ..... City Administrator
Dean Lundell ..... Finance Director
Ryan Wood ..... City Attorney
Teisha Wilson ..... City Recorder
Alyson Alger ..... Treasurer

TRUSTEE, PAYING AGENT & REGISTRAR

U.S. Bank Trust Company, National Association
170 South Main Street, Suite 200
Salt Lake City, Utah 84111
(801) 534-6051

MUNICIPAL ADVISOR

LRB Public Advisors, Inc.
41 North Rio Grande, Suite 101
Salt Lake City, Utah 84101
(801) 596-0700

BOND & DISCLOSURE COUNSEL

Gilmore & Bell, P.C.
15 West South Temple, Suite 1400
Salt Lake City, Utah 84101
(801) 364-5080

UNDERWRITER

Stifel, Nicolaus & Company, Incorporated
15 West South Temple, Suite 1090
Salt Lake City, Utah 84101
(385) 799-7231

* Preliminary; subject to change.

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OFFICIAL STATEMENT

RELATING TO

$15,685,000*

FRANCHISE AND SALES TAX REVENUE BONDS, SERIES 2025
(BROADBAND PROJECT)

INTRODUCTION

This Official Statement, including the cover page, introduction, and appendices, provides information in connection with the issuance and sale by Lehi City, Utah (the "City") of its $15,685,000* Franchise and Sales Tax Revenue Bonds, Series 2025 (Broadband Project) (the "Series 2025 Bonds"), initially issued in book-entry form only. This introduction is not a summary of this Official Statement. It is only a brief description of and guide to and is qualified by more complete and detailed information contained in the entire Official Statement, including the cover page and appendices hereto, and the documents summarized or described herein. A full review should be made of the entire Official Statement. The offering of the Series 2025 Bonds to potential investors is made only by means of the entire Official Statement. Capitalized terms used herein and not otherwise are defined in "APPENDIX C—GENERAL INDENTURE AND FORM OF SECOND SUPPLEMENTAL INDENTURE."

See also the following appendices attached hereto: "APPENDIX A—AUDITED BASIC FINANCIAL STATEMENTS OF LEHI CITY WITH INDEPENDENT AUDITORS' REPORT FOR FISCAL YEAR ENDED JUNE 30, 2024"; "APPENDIX B—DEMOGRAPHIC AND ECONOMIC INFORMATION REGARDING THE CITY AND UTAH COUNTY"; "APPENDIX C—GENERAL INDENTURE AND FORM OF SECOND SUPPLEMENTAL INDENTURE"; "APPENDIX D—FORM OF PLEDGE AGREEMENTS"; "APPENDIX E—FORM OF CONTINUING DISCLOSURE UNDERTAKING"; "APPENDIX F—FORM OF OPINION OF BOND COUNSEL"; "APPENDIX G—PROVISIONS REGARDING BOOK-ENTRY ONLY SYSTEM;" and ["APPENDIX H—SPECIMEN MUNICIPAL BOND INSURANCE POLICY."]

The City

The City, incorporated in 1852, covers an area of approximately 29 square miles and is located 12 miles north of Provo and 23 miles south of Salt Lake City in Utah County (the "County"), in the State of Utah (the "State"). The City has approximately 90,227 residents according to the 2023 annual estimate of the U.S. Census Bureau. For additional information, see "LEHI CITY, UTAH" and APPENDICES A and B herein.

Authorization and Purpose of the Series 2025 Bonds

The Series 2025 Bonds are being issued pursuant to (i) the Local Government Bonding Act, Title 11, Chapter 14, Utah Code (the "Act"), and other applicable provisions of law; (ii) a resolution adopted by the City Council of the City on March 18, 2025 (the "Resolution"), which provides for the issuance of the Series 2025 Bonds; and (iii) a General Indenture of Trust dated as of March 1, 2021 (the "General Indenture"), between the City and U.S. Bank Trust Company, National Association, as trustee (the "Trustee"), as heretofore supplemented and as further supplemented by a Second Supplemental Indenture of Trust dated as of April 1, 2025 (the "Second Supplemental Indenture," and together with the General Indenture as supplemented, the "Indenture").

Proceeds of the Series 2025 Bonds will be used by the City to (i) finance a portion of the cost of the acquisition, construction, installation and equipping of a fiber-optic network and related facilities and improvements (the "Broadband Project"), which will be a part of the hereinafter defined City Network; (ii) provide for capitalized interest with respect to the Series 2025 Bonds; and (iii) pay the costs of issuing the Series 2025 Bonds. A portion of

* Preliminary; subject to change.

the cost of the City Network was previously financed with proceeds from the Outstanding Parity Bonds (as defined herein). See "THE BROADBAND PROJECT" and "ESTIMATED SOURCES AND USES OF FUNDS" herein.

Security and Sources of Payment

The Series 2025 Bonds are special limited obligations of the City and are payable solely from, and are secured solely by, the Pledged Revenues and certain other moneys in funds and accounts held by the Trustee under the Indenture. The "Pledged Revenues" are more specifically defined in the Second Supplemental Indenture and consist of (a) the revenues received by the City from the imposition of a municipal energy sales and use tax levied by the City under the Municipal Energy Sales and Use Tax Act, Title 10, Chapter 1, Part 3, Utah Code (the "Franchise Tax Revenues"); (b) the revenues received by the City from the imposition of the sales and use tax levied by the City under the Local Sales and Use Tax Act, Title 59, Chapter 12, Part 2, Utah Code (the "Sales Tax Revenues") and pledged to the Trustee in the amount of 50% of the average annual debt service on the Series 2025 Bonds annually (the "Pledged Sales Tax Revenues") pursuant to a Sales Tax Pledge Agreement dated as of April 1, 2025 (the "2025 Sales Tax Pledge Agreement") between the City and the Trustee; (c) net revenues (the "Net Network Revenues") from the operation of the City's fiber-optic network (the "City Network"), and pledged to the Trustee pursuant to a Net Network Pledge Agreement dated as of April 1, 2025 (the "2025 Net Network Pledge Agreement" and together with the 2025 Sales Tax Pledge Agreement, the "2025 Pledge Agreements"), between the City and the Trustee; and (d) certain other funds described in the Indenture. See "SECURITY FOR THE BONDS," "THE BROADBAND PROJECT," and "RISK FACTORS" herein.

The Franchise Tax Revenues and the Pledged Sales Tax Revenues are sometimes collectively referred to herein as the "Pledged Tax Revenues" and the Franchise Tax Revenues, the Pledged Sales Tax Revenues, the Net Network Revenues are sometime collectively referred to herein as the "Pledged Revenues." The pledge of the Franchise Tax Revenues is effected pursuant to the General Indenture. The Series 2025 Bonds are additionally secured by the Pledged Sales Tax Revenues and the Net Network Revenues on a parity with the City's Franchise and Sales Tax Revenue Bonds, Series 2021 (Broadband Project) (the "Outstanding Parity Bonds"), and the pledge of those revenues to the Series 2025 Bonds are effected pursuant to the Second Supplemental Indenture and the 2025 Sales Tax Pledge Agreement and the 2025 Net Network Pledge Agreement, respectively. The Series 2025 Bonds, the Outstanding Parity Bonds, and any Additional Bonds issued under the Indenture are sometimes collectively referred to herein as the "Bonds."

The Franchise Tax Revenues for the fiscal year ending June 30, 2024 ("Fiscal Year 2024"), totaled $6,350,702. Sales Tax Revenue for Fiscal Year 2024 totaled $23,641,011. However, as noted above, only an amount equal to 50% of the average annual debt service on the Bonds annually of Sales Tax Revenues is pledged to the payment of the Bonds. The 2025 Sales Tax Pledge Agreement does not provide for any increase of that amount. Based on the average annual debt service on the Bonds, the Pledged Sales Tax Revenues are equal to $2,253,206* (50% of the average annual debt service on the Series 2025 Bonds and the Outstanding Parity Bonds of $[4,506,412]*). Including the Pledged Sales Tax Revenues, the Pledged Tax Revenues for Fiscal Year 2024 totaled $8,603,908 (the "2024 Pledged Tax Revenues"). For purposes of this Official Statement, the City estimates that the 2024 Pledged Tax Revenues alone (assuming no decrease or growth) will provide approximately [1.77]* times the maximum annual debt service requirement on the Series 2025 Bonds and the Outstanding Parity Bonds which occurs in fiscal year [2047*].

Since the City Network is still under construction and has a limited history of operations, limited information regarding the historical Net Network Revenues is included in this Official Statement. Investors should not place undue reliance upon the information contained herein with respect to the City Network or the Net Network Revenues given the limited operating history and the inherent risks with respect to forecasts, projections, and other forward-looking types of information.

Outstanding Parity Bonds and other Parity Obligations

As mentioned above the City has previously issued under the General Indenture the Outstanding Parity Bonds, which are secured by the (i) Franchise Tax Revenues pursuant to the General Indenture; (ii) the Pledged Sales

* Preliminary; subject to change.

Tax Revenues pursuant to a Sales Tax Pledge Agreement dated as of March 1, 2021 (the "2021 Sales Tax Pledge Agreement"), and a First Supplemental Indenture of Trust dated as of March 1 2021 (the "First Supplemental Indenture"); and (iii) the Net Network Revenues pursuant to a Net Network Revenue Pledge Agreement dated as of March 1, 2021 (the "2021 Network Pledge Agreement"). Proceeds from the Outstanding Parity Bonds were and are being used to acquire and construct portions of the City Network.

The Series 2025 Bonds and the Outstanding Parity Bonds are secured on a parity basis by the Franchise Tax Revenues with any additional bonds, notes or other obligations (the "Additional Bonds") which may be issued from time to time under the General Indenture. See "SECURITY FOR THE BONDS" and "FINANCIAL INFORMATION REGARDING LEHI CITY, UTAH–Outstanding Obligations of the City" herein.

The City has issued bonds and entered into the 2021 Sales Tax Pledge Agreement under a separate indenture (the "Sales Tax Indenture") which are secured by Sales Tax Revenues (the "Outstanding Sales Tax Obligations") on a parity lien with the pledge of the Pledged Sales Tax Revenues. The Outstanding Sales Tax Obligations are currently outstanding in aggregate principal amount of $20,470,000. The City may incur other obligations under the Sales Tax Indenture which are secured by the Sales Tax Revenues on a parity basis with the pledge of the Pledged Sales Tax Revenues upon the satisfaction of certain conditions set forth in the Sales Tax Indenture. See "SECURITY FOR THE BONDS" herein.

The Series 2025 Bonds will not be a general obligation of the City or the State or any agency, instrumentality or political subdivision thereof. Neither the faith and credit nor the ad valorem taxing power of the City or the taxing power of the State or any agency, instrumentality or political subdivision thereof will be assigned or pledged for payment of principal of, premium, if any, and interest on the Series 2025 Bonds. The issuance of the Series 2025 Bonds shall not directly, indirectly or contingently obligate the City or the State or any agency, instrumentality or political subdivision thereof to levy any form of ad valorem taxation therefor or to make any appropriation for the payment of the Series 2025 Bonds. The City will not mortgage or grant a security interest in the improvements refinanced with the proceeds of the Series 2025 Bonds or any portion thereof to secure payment of the Series 2025 Bonds.

[Bond Insurance]

[*To be determined*.]

Additional Bonds

The Indenture permits the issuance of Additional Bonds secured by the Franchise Tax Revenues on a parity with the Series 2025 Bonds, but requires that the City provide certain certificates and opinions as a condition to the issuance of Additional Bonds. Included in these conditions is the requirement that the Franchise Tax Revenues and any Direct Payments for any consecutive twelve-month period in the 24 months immediately preceding the issuance of Additional Bonds be equal to at least 150% of the Aggregate Annual Debt Service Requirement on all Bonds outstanding for said Year. See "SECURITY FOR THE BONDS—Additional Parity Debt" herein. The Series 2025 Bonds, the Outstanding Parity Bonds, and any Additional Bonds issued under the Indenture are referred to collectively herein as the "Bonds."

State Pledge of Nonimpairment

In accordance with Section 11-14-307, Utah Code, the State pledges and agrees with the holders of the Series 2025 Bonds that it will not alter, impair or limit the excise taxes in a manner that reduces the amounts to be rebated to the City which are devoted or pledged for the payment of the Series 2025 Bonds until the Series 2025 Bonds, together with applicable interest, are fully met and discharged; provided, however, that nothing shall preclude such alteration, impairment or limitation if and when adequate provision shall be made by law for the protection of the holders of the Series 2025 Bonds. The City notes that this provision has not been interpreted by a court of law and, therefore, the extent that such provision would (i) be upheld under constitutional or other legal challenge, (ii) protect the current rates and collection of all Pledged Tax Revenues, or (iii) impact any other aspect of the Pledged Revenues, cannot be predicted by the City. See "SECURITY FOR THE BONDS—State Pledge of Nonimpairment" herein.

Optional Redemption

[The Series 2025 Bonds are subject to optional and mandatory sinking fund redemption as described herein. See "THE SERIES 2025 BONDS" herein.]

Registration, Denominations, Manner of Payment

The Series 2025 Bonds are issuable only as fully registered bonds without coupons and, when initially issued, will be registered in the name of Cede & Co., as nominee for The Depository Trust Company, New York, New York ("DTC"). DTC will act as securities depository of the Series 2025 Bonds. Purchases of Series 2025 Bonds will be made in book-entry form only, in the principal amount of $5,000 or any integral multiple thereof, through brokers and dealers who are, or who act through, DTC Participants. Beneficial Owners of the Series 2025 Bonds will not be entitled to receive physical delivery of bond certificates so long as DTC or a successor securities depository acts as the securities depository with respect to the Series 2025 Bonds.

Principal of and interest on the Series 2025 Bonds (interest payable February 1 and August 1 of each year, commencing [August 1, 2025]) are payable by U.S. Bank Trust Company, National Association, as paying agent (the "Paying Agent"), to the registered owners of the Series 2025 Bonds. So long as DTC is the registered owner, it will, in turn, remit such principal and interest to its Participants, for subsequent disbursements to the Beneficial Owners of the Series 2025 Bonds, as described under "THE SERIES 2025 BONDS—Book-Entry Only System" herein.

Tax Matters

In the opinion of Gilmore & Bell, P.C., Bond Counsel to the City, under existing law and assuming continued compliance with certain requirements of the Internal Revenue Code of 1986, as amended (the "Code"), the interest on the Series 2025 Bonds is excludable from gross income for federal income tax purposes, and is not an item of tax preference for purposes of the federal alternative minimum tax. The Series 2025 Bonds have not been designated as "qualified tax-exempt obligations" within the meaning of Section 265(b)(3) of the Code. Bond Counsel notes that interest on the Series 2025 Bonds may be included in adjusted financial statement income of applicable corporations for purposes of determining the applicability and amount of the federal corporate alternative minimum tax. Bond Counsel is also of the opinion that the interest on the Series 2025 Bonds is exempt from State of Utah individual income taxes.

See "TAX MATTERS" in this Official Statement. Bond Counsel expresses no opinion regarding any other tax consequences relating to ownership or disposition of or the accrual or receipt of interest on the Series 2025 Bonds.

Conditions of Delivery, Anticipated Date, Manner and Place of Delivery

The Series 2025 Bonds are offered, subject to prior sale, when, as and if issued and received by the Underwriter subject to approval of legality by Gilmore & Bell, P.C., Bond Counsel to the City, and certain other conditions. Certain matters relating to disclosure will be passed upon for the City by Gilmore & Bell, P.C., disclosure counsel to the City. Certain legal matters will be passed upon for the City by Ryan Wood, City Attorney. Certain legal matters will be passed upon for the Underwriter by its counsel, Quarles & Brady LLP, Milwaukee, Wisconsin. LRB Public Advisors, Inc., Salt Lake City, Utah, has acted as municipal advisor to the City in connection with the issuance of the Series 2025 Bonds. It is expected that the Series 2025 Bonds in book-entry form will be available for delivery to DTC or its agent on or about April 24, 2025.

Continuing Disclosure

The City will execute a Continuing Disclosure Undertaking for the benefit of the beneficial owners of the Series 2025 Bonds to enable the Underwriter to comply with the requirements of Rule 15c2-12 under the Securities Exchange Act of 1934. See "CONTINUING DISCLOSURE" and "APPENDIX E—FORM OF CONTINUING DISCLOSURE UNDERTAKING."

Basic Documentation

The "basic documentation" which includes the Resolution, the Indenture, the 2025 Pledge Agreements, and other documentation, authorizing the issuance of the Series 2025 Bonds and establishing the rights and responsibilities of the City and other parties to the transaction, may be obtained from the "contact persons" as indicated herein.

Contact Persons

The chief contact person for the City concerning the Series 2025 Bonds is:

Dean Lundell - Finance Director
Lehi City, Utah
153 North 100 East
Lehi, Utah 84043
Telephone: (385) 201-2289
E-mail: dlundell@lehi-ut.gov

The chief contact person for the City's Municipal Advisor concerning the Series 2025 Bonds is:

Laura Lewis - Principal
LRB Public Finance Advisors, Inc.
Gateway Plaza Building
41 North Rio Grande, Suite 101
Salt Lake City, Utah 84101
Telephone: (801) 596-0700
E-mail: laura@lrbfinance.com

[BOND INSURANCE]

[*To be determined*.]

THE SERIES 2025 BONDS

General

The Series 2025 Bonds will be dated their date of delivery and except as otherwise provided in the Indenture, shall bear interest from said date. Interest on the Series 2025 Bonds will be payable semiannually on February 1 and August 1 of each year commencing [August 1, 2025]. The Series 2025 Bonds are issued as fully registered bonds in denominations of $5,000 or any integral multiple thereof.

The Series 2025 Bonds shall bear interest at the rates and shall mature annually in each of the years as described on the inside cover page hereof. Interest on the Series 2025 Bonds will be calculated on the basis of a 360-day year consisting of twelve 30-day months.

The Series 2025 Bonds are special limited obligations of the City, and are payable solely from the Revenues, moneys, securities and funds pledged therefor in the Indenture. *The Series 2025 Bonds will not be a general obligation of the City or the State or any agency, instrumentality or political subdivision thereof. Neither the faith and credit nor the ad valorem taxing power of the City or the taxing power of the State or any agency, instrumentality or political subdivision thereof will be assigned or pledged for payment of principal of, premium, if any, and interest on the Series 2025 Bonds. The issuance of the Series 2025 Bonds shall not directly, indirectly or contingently obligate the City or the State or any agency, instrumentality or political subdivision thereof to levy any form of ad valorem taxation therefor or to make any appropriation for the payment of the Series 2025 Bonds. The City will not mortgage or grant a security interest in the improvements refinanced with the proceeds of the Series 2025 Bonds or any portion thereof to secure payment of the Series 2025 Bonds.*

Interest on the Series 2025 Bonds will be payable by check or draft mailed by the Trustee to the registered owner thereof (initially DTC) as of the Record Date. Principal of and premium, if any, on the Series 2025 Bonds will be payable at the principal corporate trust office of the Trustee as Paying Agent.

Redemption Provisions

Optional Redemption. The Series 2025 Bonds maturing on or before February 1, 20___ are not subject to redemption prior to maturity. The Series 2025 Bonds maturing on or after February 1, 20___, are subject to redemption at the option of the City on February 1, 20___, and on any date thereafter prior to maturity, in whole or in part, from such maturities or parts thereof as may be selected by the City, at a redemption price of 100% of the principal amount of the Series 2025 Bonds to be redeemed, plus accrued interest to the date of redemption.

[*Mandatory Sinking Fund Redemption*. The Series 2025 Bonds maturing on February 1, 20___ are subject to mandatory sinking fund redemption at a redemption price equal to 100% of the principal amount thereof plus accrued interest thereon to the redemption date on the dates and in the principal amounts as follows:

Mandatory Sinking Fund Redemption Date (February 1)	Mandatory Sinking Fund Redemption Amount

* Final Maturity Date

Upon redemption of any Series 2025 Bond maturing on February 1, 20___, other than by application of such mandatory sinking fund redemption, an amount equal to the principal amount so redeemed will be credited toward a part or all of any one or more of such mandatory sinking fund redemption amounts for the respective Series 2025 Bonds maturing on February 1, 20___, in such order of mandatory sinking fund date as shall be directed by the City.]

Partial Redemption. If fewer than all Series 2025 Bonds are to be redeemed, the particular maturities of such Bonds to be redeemed and the Principal amounts of such maturities to be redeemed shall be selected by the City. If fewer than all of the Series 2025 Bonds of any one maturity shall be called for redemption, the particular units of Bonds to be redeemed shall be selected by the Trustee randomly in such manner as the Trustee, in its discretion, may deem fair and appropriate.

Book-Entry Only System

The Series 2025 Bonds originally will be issued solely in book-entry form to The Depository Trust Company ("DTC"), New York, New York, or its nominee, Cede & Co., to be held in DTC's book-entry system. So long as the Series 2025 Bonds are held in the book-entry only system, DTC or its nominee will be the registered owner or Holder of such Bonds for all purposes of the Bonds and this Official Statement. Purchases of beneficial ownership interests in the Series 2025 Bonds may be made in denominations described above. For a description of the book-entry only system for the Series 2025 Bonds, see "APPENDIX G—PROVISIONS REGARDING BOOK-ENTRY ONLY SYSTEM" herein.

SECURITY FOR THE SERIES 2025 BONDS

Pledge of Pledged Revenues

The principal, premium, if any, and interest on the Series 2025 Bonds are payable from and secured by a first lien pledge of the Pledged Revenues under the General Indenture and the Second Supplemental Indenture. The

Pledged Revenues consist primarily of the Franchise Tax Revenues, the Pledged Sales Tax Revenues and the Net Network Revenues, as described herein.

The Series 2025 Bonds are special limited obligations of the City and no Bondholder will have the right, directly or indirectly, to require the exercise of the ad valorem taxing power of the City for the payment of the Series 2025 Bonds. The Series 2025 Bonds do not constitute a general obligation indebtedness of the City nor a lien on any property of the City other than the Revenues pledged to the payment of the Series 2025 Bonds.

Flow of Funds

In order to secure timely payment of the principal of and interest on the Series 2025 Bonds, the City has pledged and assigned to the Trustee the Pledged Revenues and all moneys in certain funds and accounts established by the Indenture. The Indenture establishes an Acquisition/Construction Fund, Revenue Fund, Bond Fund, Debt Service Reserve Fund, and certain other funds and accounts.

The Indenture provides that all Pledged Revenues shall be accounted for by the City separate and apart from all other moneys of the City.

As a first charge and lien on the Pledged Revenues, the City shall, at least semi-annually and at least 15 days before each Interest Payment Date, transfer from the Revenue Fund to the Trustee for deposit into the Bond Fund an amount equal to:

(i) the interest falling due on the Series 2025 Bonds on the next succeeding Interest Payment Date established for the Series 2025 Bonds (provided, however, that so long as there are moneys representing capitalized interest on deposit with the Trustee to pay interest on the Series 2025 Bonds next coming due, the City need not allocate to the Revenue Fund to pay interest on the Series 2025 Bonds); plus

(ii) one-half of the Principal and premium, if any, falling due in the current fiscal year, and in any event, an amount sufficient to pay the Principal and premium on the next succeeding Principal payment date established for the Series 2025 Bonds; plus

(iii) one-half of the Sinking Fund Installments, if any, falling due in the current fiscal year, and in any event, an amount sufficient to pay the Sinking Fund Installments on the next succeeding Sinking Fund Installment payment date (for deposit to the Sinking Fund Account within the Bond Fund);

the sum of which shall be sufficient, when added to the existing balance in the Bond Fund, to pay the principal of, premium, if any, and interest on the Series 2025 Bonds promptly on each such date as the same become due and payable.

As a second charge and lien on the Pledged Revenues (on a parity basis), the City shall make the following transfers to the Trustee on or before the fifteenth day prior to each Interest Payment Date:

(i) To the extent the Debt Service Reserve Requirement, if any, is not funded with a Reserve Instrument or Instruments, (A) to the accounts in the Debt Service Reserve Fund any amounts required by the Indenture and by any Supplemental Indenture to accumulate therein the applicable Debt Service Reserve Requirement with respect to each Series of Bonds at the times and in the amounts provided in the Indenture and in any Supplemental Indenture and (B) if funds shall have been withdrawn from an account in the Debt Service Reserve Fund, or any account in the Debt Service Reserve Fund is at any time funded in an amount less than the applicable Debt Service Reserve Requirement, the City shall deposit Revenues in such account(s) in the Debt Service Reserve Fund sufficient in amount to restore such account(s) within one year with 12 substantially equal payments during such period (unless otherwise provided for by the Supplemental Indenture governing the applicable Debt Service Reserve Requirement); or a ratable portion (based on the amount to be transferred pursuant to section (ii) below) of remaining Revenues if less than the amount necessary; and

(ii) Equally and ratably to the accounts of the Reserve Instrument Fund, with respect to all Reserve Instruments which are in effect and are expected to continue in effect after the end of an interest payment period, such amount of the remaining Pledged Revenues, or a ratable portion (based on the amount to be transferred pursuant to section (i) above) of the amount so remaining if less than the amount necessary, that is required to be paid, on or before the next such interest payment period transfer or deposit of Pledged Revenues into the Reserve Instrument Fund, to the Reserve Instrument Provider pursuant to any Reserve Instrument Agreement, other than Reserve Instrument Costs, in order to cause the Reserve Instrument Coverage to equal the Reserve Instrument Limit within one year from any draw date under the Reserve Instrument.

Subject to making the foregoing deposits, the City may use the balance of the Pledged Revenues accounted for in the Revenue Fund for any of the following:

(i) redemption of Bonds;

(ii) refinancing, refunding, or advance refunding of any Bonds; or

(iii) for any other lawful purpose.

Pledged Tax Revenues

Franchise Tax Revenues. Title 10, Chapter 1, Part 3 Utah Code (the "Municipal Energy Sales and Use Tax Act"), provides that a municipality may levy a municipal energy sales and use tax (the "Municipal Energy Sales and Use Tax") on the sale or use of gas and electricity within the municipality, including sales by the municipality, for the purpose of raising revenue and to create a more competitive environment for the energy industry in accordance with the limitations and provisions set forth in the Municipal Energy Sales and Use Tax Act. The Municipal Energy Sales and Use Tax Act provides that each municipality in the State may levy a Municipal Energy Sales and Use Tax on the sale or use of taxable energy within the municipality at a rate not exceeding 6% of the delivered value of the taxable energy. The City levies the Municipal Energy Sales and Use Tax at the maximum rate of 6%.

The Municipal Energy Sales and Use Tax is imposed on the "delivered value" of taxable energy provided within the City. "Delivered value" refers to the fair market value of the taxable energy and includes the value of the energy itself and any transportation, freight, customer demand charges, service charges or other costs typically incurred in providing taxable energy in usable form to customers within the City. The City collects directly the majority of revenues derived from the levy of the Municipal Energy Sales and Use Tax; however, a small portion is collected by the Utah State Tax Commission and disbursed to the City.

As previously stated above, as of the date of this Official Statement the Outstanding Parity Bonds are the only other obligations that the City has incurred that are secured by a pledge of the Franchise Tax Revenues.

Pledged Sales Tax Revenues. The Local Sales and Use Tax Act, Title 59, Chapter 12, Part 2, Utah Code (the "Local Sales and Use Tax Act") provides that each county, city and town in the State may levy a sales and use tax of up to 1% on the purchase price of taxable goods and services. Although local governments may elect to levy sales and use taxes at rates less than 1%, various provisions of the Local Sales and Use Tax Act encourage them to levy these taxes at the rate of 1%. The legislative intent of the Local Sales and Use Tax Act is to provide the counties, cities and towns of the State with an added source of revenue to assist them in meeting their financial needs and servicing their bonded indebtedness. The City levies the local sales and use tax at the maximum legal rate of 1%.

The local sales and use tax is levied in addition to a statewide sales and use tax (the "Statewide Tax") which is currently imposed at a rate of 4.85% of the purchase price of taxable goods and services, with the exception of sales of natural gas, electricity, and fuel oil for residential use which are taxed at a rate of 2.00% and food and food ingredients which are taxed at a rate of 3.00% (which includes a 1.75% statewide tax, 1.00% local sales and use tax, and 0.25% county tax). In addition, counties and cities in the State are authorized to impose sales and use taxes to fund public transportation, transportation infrastructure, zoo, art and parks purposes, and at the option of the county for general fund purposes of the county, revenues from which sales and use taxes do not constitute Pledged Sales Tax

Revenues. The County currently imposes sales and use taxes to fund public transportation and for general fund purposes of the County. None of these taxes are pledged as a component of Pledged Sales Tax Revenues. The total sales and use taxes imposed in the City (other than certain specialty taxes, including a motor vehicle rental tax, a transient room tax, and a tourism restaurant tax imposed by the County) is 7.45%.

Sales and use taxes are collected by the Utah State Tax Commission and distributed monthly to each county, city and town. The distributions are based on a formula, which provides that (i) 50% of sales and use tax collections will be distributed based on the percentage of the population of the local government to the total population of all similar local governments in the State and (ii) 50% of sales and use tax collections will be distributed based on the point of sale (the "50/50 Distribution"). The 50/50 Distribution formula and other provisions of the Local Sales and Use Tax Act are subject to legislative changes.

Under the Local Sales and Use Tax Act, sales taxes are imposed on the amount paid or charged for sales of tangible personal property in the State and for services rendered in the State for the repair, renovation or installation of tangible personal property. A use tax is imposed on the amount paid or charged for the use, storage or other consumption of tangible personal property in the State, including services for the repair, renovation or installation of such tangible personal property. Sales and use taxes also apply to leases and rentals of tangible personal property if the tangible personal property is in the State, the lessee takes possession in the State, or the tangible personal property is stored, used or otherwise consumed in the State.

A sales and use tax due and unpaid constitutes a debt due from the vendor and may be collected, together with interest, penalty, and costs, by appropriate judicial proceeding within three years after the vendor is delinquent. Furthermore, if a sales and use tax is not paid when due and if the vendor has not followed the procedures to object to a notice of deficiency, the Utah State Tax Commission may issue a warrant directed to the sheriff of any county commanding the sheriff to levy upon and sell the real and personal property of a delinquent taxpayer found within such county for the payment of the tax due. The amount of the warrant shall have the force and effect of an execution against all personal property of the delinquent taxpayer and shall become a lien upon the real property of the delinquent taxpayer in the same manner as a judgment duly rendered by any district court.

Largest Sales and Use Tax Payers in the City. As of June 30, 2024, the top ten largest sales tax payers made up 30.07% of all sales taxes paid by merchants in the City. However, since only 50% of sales taxes are allocated based on point of sale location, the top ten sales tax payers only make up 15.03% of the City's sales tax revenues.

Outstanding Sales Tax Obligations of the City. The City has a prior pledge of its Sales Tax Revenues in connection with the Outstanding Sales Tax Obligations. As of January 1, 2025, the Outstanding Sales Tax Obligations are outstanding in total aggregate principal amount of $20,470,000 and have a final maturity of June 1, 2039.

The City may incur additional obligations under the Sales Tax Indenture that will be payable on a parity with the Outstanding Sales Tax Obligations and the obligation of the Pledged Sales Tax Revenues. Among other things, prior to the issuance of the any parity obligations under the Sales Tax Indenture, the City must deliver a certificate to the trustee under the Sales Tax Indenture a certificate to the effect that the Sales Tax Revenues for any consecutive 12 month period in the 24 months immediately preceding the proposed date of issuance of such additional obligations were at least equal to 150% of the sum of (x) the maximum aggregate annual debt service requirement on all obligations issued pursuant to the Sales Tax Indenture and additional obligations to be outstanding following the issuance of the additional obligations plus (y) the maximum annual installments due on all reserve instrument repayment obligations incurred pursuant to the Sales Tax Indenture to be outstanding following the issuance of such additional obligations.

Sales Tax Pledge Agreements. The City plans to enter into the 2025 Sales Tax Pledge Agreement with the Trustee. As previously stated, the City has entered into the 2021 Sales Tax Pledge Agreement with the Trustee. Pursuant to the 2025 Sales Tax Pledge Agreement and the 2021 Sales Tax Pledge Agreement, the City will pledge an amount equal to 50% of the average annual debt service on the Series 2025 Bonds and the Outstanding Parity Bonds of its Sales Tax Revenues annually (the "Maximum Sales Tax Pledge") to provide revenues toward the payment of and security for the Series 2025 Bonds and the Outstanding Parity Bonds. Neither the 2025 Sales Tax Pledge Agreement nor the 2021 Sales Tax Agreement provides for any increase of that amount. The 2025 Sales Tax Pledge Agreement will remain in effect until such time that the Series 2025 Bonds are no longer Outstanding and the 2021

Sales Tax Pledge Agreement will remain in effect until such time that the Outstanding Parity Bonds are no longer Outstanding. The 2025 Sales Tax Pledge Agreement and the 2021 Sales Tax Pledge Agreement are substantially similar. See "APPENDIX D—FORM OF SALES TAX PLEDGE AGREEMENT" for a form of the 2025 Sales Tax Pledge Agreement that will be executed and delivered at the time that the Series 2025 Bonds are issued.

The City is permitted under the Sales Tax Indenture to incur additional sales tax revenue obligations on a parity with the Sales Tax Pledge Agreements provided that the Sales Tax Revenues for any 12-month period in the 24 months immediately preceding the proposed date of issuance of such additional sales tax revenue bonds were at least equal to 200% of the sum of (x) the maximum aggregate annual debt service requirement on all bonds and additional bonds to be outstanding under the Sales Tax Indenture following the issuance of the such additional bonds plus (y) the maximum annual installments due on all reserve instrument repayment obligations to be outstanding following the issuance of such additional bonds.

Historical Sales Tax and Franchise Tax Revenues

The following table shows the amounts of Sales Tax Revenues and Franchise Tax Revenues received by the City in the last ten fiscal years. The total amount of Sales Tax Revenues received by the City are shown below; however, **the Pledged Sales Tax Revenues are pledged only to the Maximum Sales Tax Pledge.**

Fiscal Year Ending June 30,	Total Sales Tax Revenues[(1)]	Franchise Tax Revenues
2024	$23,641,011	$6,350,702
2023	23,000,831	5,967,348
2022	21,056,334	4,818,503
2021	17,627,130	4,661,639
2020	14,634,703	4,620,263
2019	13,156,246	4,549,513
2018	12,222,987	4,192,426
2017	11,222,965	3,995,737
2016	9,985,140	3,779,074
2015	9,186,647	3,401,052

(1) As previously stated, the Sales Tax Revenues are pledged only to the Maximum Sales Tax Pledge, being an amount equal to 50% of the average annual debt service on the Series 2025 Bonds of its Sales Tax Revenues annually. (Source: The City.)

The Franchise Tax Revenues for the fiscal year ending June 30, 2024 ("Fiscal Year 2024"), totaled $6,350,702. Sales Tax Revenue for Fiscal Year 2024 totaled $23,641,011. However, as noted above, only an amount equal to 50% of the average annual debt service on the Bonds annually of Sales Tax Revenues is pledged to the payment of the Bonds. The 2025 Sales Tax Pledge Agreement does not provide for any increase of that amount. Based on the average annual debt service on the Bonds, the Pledged Sales Tax Revenues are equal to $2,253,206* (50% of the average annual debt service on the Series 2025 Bonds and the Outstanding Parity Bonds of $[4,506,412]*). Including the Pledged Sales Tax Revenues, the Pledged Tax Revenues for Fiscal Year 2024 totaled $8,603,908 (the "2024 Pledged Tax Revenues"). For purposes of this Official Statement, the City estimates that the 2024 Pledged Tax Revenues alone (assuming no decrease or growth) will provide approximately [1.77]* times the maximum annual debt service requirement on the Series 2025 Bonds and the Outstanding Parity Bonds which occurs in fiscal year [2047*].

As discussed herein, the Sales Tax Revenues are also pledged to the payment of the City's Outstanding Sales Tax Obligations. The City estimates that the 2024 Sales Tax Revenues alone (assuming no decrease or growth) would provide approximately [_____]* times the maximum annual pledge obligation under the 2025 Sales Tax Pledge

* Preliminary; subject to change.

Agreement and the 2021 Sales Tax Pledge Agreement and the maximum annual debt service requirement on the Outstanding Sales Tax Obligations.

Net Network Revenues

Net Network Revenues are the revenues from the City Network after provision has been made for the payment therefrom of Operation and Maintenance Expenses of the City Network. The City began collecting revenues from the City Network in the spring of 2023 but to date no Net Network Revenues have been produced. [Consequently, Net Network Revenues are not included in any calculation of debt service coverage with respect to the Series 2025 Bonds.] Investors should not place undue reliance upon the information contained herein with respect to the City Network or the Net Network Revenues given the limited operating history and the inherent risks with respect to forecasts, projections and other forward-looking types of information. However, as the City intends that Net Network Revenues will eventually contribute to the payment of debt service on the Series 2025 Bonds and the Outstanding Parity Bonds, a brief overview of the City Network is provided below.

The City Network comprises approximately 407 miles of fiber and passes 16,147 households and businesses. When fully built-out, the City Network will service all City facilities including parks, substations, and water sites and enable future "smart-city" capabilities such as city-wide Wi-Fi. In general terms, once completed, the City Network will provide fiber to the curb to approximately 24,300 business and residential locations within the City. The City Network will allow customers who choose to connect to obtain residential, business, or special access broadband and other services through the network. There are approximately 20% spare fiber strands scattered throughout the City Network to provide future growth connectivity. The City Network also contains spare backbone or feeder conduits and other spare conduits that will accommodate future growth within the City. The City Network when completed will accommodate all current locations/customers in the project area and have measures to allow for future growth within or outside of the current project area.

The City Network offers residential and commercial options of 250 Mbps to 10 Gbps. Participating service providers also offer digital phone and cable packages. The City Network also offers an option for dark fiber and bulk pricing. The City has contracted with Strata Networks ("Strata") to operate the City Network. Strata's Network Operations Center is located in Roosevelt, Utah. The City Network currently has five-year contracts (expiring November 2027) with the following service providers: Beehive; CentraCom; Intellipop; Sumo; and XMission. The City Network competes with existing network providers by providing residents an affordable, high-speed, and reliable fiber connection and also serving those areas of the City which have been underserved by existing network providers. To date, the overall take rate of services provided by the City Network is 23% of the addresses passed by the City Network.

The guaranteed maximum price for the construction of the City Network is currently $69,572,510. Construction began in May of 2022 and the estimated substantial completion date is July 29, 2025. For purposes of the City Network, the City has been divided into 58 network areas. Currently, 38 areas (66%) are open for installations, and the remaining 20 (34%) are under construction.

As discussed above, the City Network has a limited history of operations. The table below shows available historical information regarding locations, take rate, and subscribers, and revenues expenses and projections of the same for the next five years.

Revenue and Expense Summary of the City Network

	Fiscal Year ending June 30,						
	Actual		Projected*				
	2023	2024	2025	2026	2027	2028	2029
Estimated Locations (year end)	453	7,154	22,488	24,977	25,736	26,519	27,326
Estimated Take Rate (year end)	19%	24%	23%	26%	30%	34%	37%
Estimated Subscribers (year end)	86	1,686	5,172	6,569	7,695	8,884	10,138
REVENUES							
Refresh Fee	$158	$46,022	$249,739	$495,617	$602,607	$700,039	$802,840
Infrastructure Fee	658	193,703	1,058,818	2,104,117	2,558,337	2,971,980	3,408,418
Network Operator Fee	465	143,160	779,750	1,551,432	1,886,343	2,191,334	2,513,134
Total Revenues	1,280	382,884	2,088,307	4,151,166	5,047,287	5,863,353	6,724,393
EXPENSES							
Operating Expenses	438,856	970,095	991,087	1,030,730	1,071,960	1,114,838	1,159,4321
Network Operator Fee	465	143,160	779,750	1,551,432	1,886,343	2,191,334	2,513,134
Total Expenses	439,321	1,113,255	1,770,837	2,582,162	2,958,302	3,306,172	3,672,566
NET REV OVER EXP	$(438,041)	$(730,371)	$317,470	$1,569,003	$2,088,984	$2,557,181	$3,051,827

* Preliminary estimates, subject to change.
(Source: The City.)

No Debt Service Reserve Requirement

No Debt Service Reserve Requirement is anticipated with respect to the Series 2025 Bonds.

Additional Parity Debt

No additional indebtedness, bonds or notes of the City secured by a pledge of the Franchise Tax Revenues or any portion thereof senior to the pledge of the Franchise Tax Revenues for the payment of the Series 2025 Bonds and the Outstanding Parity Bonds, may be created or incurred without the consent of the Owners of 100% of the Outstanding Bonds. The Indenture permits the issuance of Additional Bonds or other indebtedness, bonds or notes of the City payable on a parity with the Series 2025 Bonds out of the Franchise Taxes Revenues provided that the following requirements have been met:

(a) No Event of Default shall have occurred and be continuing under the Indenture on the date of authentication of any Additional Bonds. This shall not preclude the issuance of Additional Bonds if (i) the issuance of such Additional Bonds otherwise complies with the provisions of the Indenture and (ii) such Event of Default will cease to continue upon the issuance of Additional Bonds and the application of the proceeds thereof; and

(b) A certificate shall be delivered to the Trustee to the effect that (i) the Franchise Tax Revenues for any Year for any consecutive 12-month period in the 24 months immediately preceding the

proposed date of issuance of such Additional Bonds were at least equal to 150% of the sum of the maximum Aggregate Annual Debt Service Requirement on all Bonds outstanding for said Year and (ii) verifying that the Franchise Tax Revenues are at least equal to 150% of the sum of the maximum Aggregate Annual Debt Service Requirement for each of such Bond Fund Years with respect to all of the Bonds and Additional Bonds which would then be Outstanding (after taking into account any Principal reductions resulting from regularly scheduled Principal or sinking fund redemption payments) and the Additional Bonds so proposed to be issued. The revenue coverage test set forth in this subsection (b) shall not apply to the issuance of any Additional Bonds to the extent (i) they are issued for the purpose of refunding Bonds issued under the Indenture, (ii) the Average Aggregate Annual Debt Service for such Additional Bonds does not exceed the then remaining Average Aggregate Annual Debt Service for the Bonds being refunded therewith and (iii) the maximum Aggregate Annual Debt Service Requirement for such Additional Bonds is less than or equal to the maximum Aggregate Annual Debt Service Requirement for the Bonds being refunded therewith; and

(c) Furthermore, to the extent that any Principal and interest on Bonds has been excluded from Debt Service to the extent that sales tax revenues collected under the Local Sales and Use Tax Act have been pledged to the Indenture for the payment of such Bonds on a parity with the most senior pledge (if any) of such sales taxes by the City, the certificate shall also demonstrate that (i) the Revenues for any Year for any consecutive 12-month period in the 24 months immediately preceding the proposed date of issuance of such Additional Bonds were at least equal to 100% of the sum of the maximum Aggregate Annual Debt Service Requirement (plus any excluded Principal and interest as described in this sentence) on all Bonds outstanding for said Year and (ii) verifying that the Revenues are at least equal to 100% of the sum of the maximum Aggregate Annual Debt Service Requirement (plus any excluded Principal and interest as described in this sentence) for each of such Bond Fund Years with respect to all of the Bonds and Additional Bonds which would then be Outstanding (after taking into account any Principal reductions resulting from regularly scheduled Principal or sinking fund redemption payments) and the Additional Bonds so proposed to be issued.

(d) All payments required by the Indenture to be made into the Bond Fund must have been made in full, and there must be in the Debt Service Reserve Fund the full amount, if any, required by the Indenture to be accumulated therein at such time; and

(e) The proceeds of the Additional Bonds must be used (i) to refund Bonds issued under the Indenture or any other obligations of the City (including the funding of necessary reserves and the payment of costs of issuance), or (ii) to finance or refinance a Project (including the funding of necessary reserves and the payment of costs of issuance).

Under the Indenture, "Debt Service" means, for any particular Bond Fund Year and for any Series of Bonds and any Repayment Obligations, an amount equal to the sum of (i) all interest payable during such Bond Fund Year on such Series of Bonds, plus (ii) the Principal Installments payable during such Bond Fund Year on (a) such Bonds Outstanding, calculated on the assumption that Bonds Outstanding on the day of calculation cease to be Outstanding by reason of, but only by reason of, payment either upon maturity or application of any Sinking Fund Installments required by the Indenture, and (b) such Repayment Obligations then outstanding. Provided that, there shall be excluded from Debt Service (a) interest on Bonds to the extent that Escrowed Interest or capitalized interest is available to pay such interest; (b) Principal on Cross-over Refunded Bonds to the extent that the proceeds of Cross-over Refunding Bonds are on deposit in an irrevocable escrow; (c) Repayment Obligations to the extent that payments on Pledged Bonds relating to such Repayment Obligations satisfy the City's obligation to pay such Repayment Obligations; (d) all interest on Bonds to the extent of Direct Payments attributable to Debt Service on Outstanding Bonds or Additional Bonds proposed to be issued; and (e) any Principal and interest on Bonds to the extent that sales tax revenues collected under the Local Sales and Use Tax Act has been pledged to the Indenture for the payment of any Bonds (including any Series of Bonds) on a parity with the most senior pledge (if any) of such sales tax revenues by the City provided there has been no failure of the City to transfer such sales tax revenues to the Trustee for payment of such Bonds.

The Indenture does not limit or restrict the issuance of subordinate lien obligations by the City.

State Pledge of Nonimpairment

In accordance with Section 11-14-307, Utah Code, the State pledges and agrees with the holders of the Series 2025 Bonds that it will not alter, impair or limit the pledged excise taxes in a manner that reduces the amounts to be rebated to the City which are devoted or pledged for the payment of the Series 2025 Bonds until the Series 2025 Bonds, together with applicable interest, are fully met and discharged; provided, however, that nothing shall preclude such alteration, impairment or limitation if and when adequate provision shall be made by law for the protection of the holders of the Series 2025 Bonds.

The City notes that this provision has not been interpreted by a court of law and, therefore, the extent that such provision would (i) be upheld under constitutional or other legal attack, (ii) protect the current rates and collection of all Pledged Sales Tax Revenues, or (iii) impact any other aspect of Pledged Sales Tax Revenues, cannot be predicted by the City.

THE BROADBAND PROJECT

Proceeds from the Series 2025 Bonds will be used to finance a portion of costs of the acquisition, construction, installation and equipping of the City Network and related facilities and improvements.

The Outstanding Parity Bonds funded the first two phases of construction of the City Network. Construction of the City Network began in May 2022 and full buildout is expected in summer of 2025. For more information regarding the City Network, see "SECURITY FOR THE SERIES 2025 BONDS—Net Network Revenues" above.

ESTIMATED SOURCES AND USES OF FUNDS

The estimated sources and uses of funds relating to the Series 2025 Bonds are as follows:

Sources of Funds

Principal Amount of Series 2025 Bonds	$
[Net] Reoffering Premium	
TOTAL	$

Uses of Funds

Deposit to Construction Account [(1)]	$
Costs of Issuance [(2)]	
TOTAL	$

(1) Includes $[_____] for capitalized interest on the Series 2025 Bonds paid through [_____ 1, 20___].

(2) Costs of Issuance include legal, municipal advisor, rating agency, and Trustee fees, Underwriter's discount, insurance premium, and other costs and expenses related to the issuance of the Series 2025 Bonds.

DEBT SERVICE SCHEDULE ON THE BONDS

The following table sets forth the estimated debt service schedule for the Series 2025 Bonds and the Outstanding Parity Bonds.

Fiscal Year	Series 2025 Bonds Principal*	Interest	Outstanding Parity Bonds Debt Service	Fiscal Total
2025	–		$3,090,150	
2026	–		3,088,550	
2027	–		3,085,550	
2028	–		3,086,300	
2029	–		3,089,550	
2030	–		3,090,050	
2031	$75,000		3,087,800	
2032	160,000		3,757,800	
2033	190,000		3,755,600	
2034	230,000		3,755,400	
2035	270,000		3,757,000	
2036	305,000		3,755,200	
2037	320,000		3,755,000	
2038	335,000		3,756,200	
2039	350,000		3,753,600	
2040	370,000		3,757,200	
2041	385,000		3,756,600	
2042	405,000		3,756,800	
2043	425,000		3,757,600	
2044	445,000		3,753,800	
2045	470,000		3,755,400	
2046	495,000		3,757,000	
2047	520,000		3,758,400	
2048	545,000		3,754,400	
2049	575,000		–	
2050	605,000		–	
2051	635,000		–	
2052	670,000		–	
2053	705,000		–	
2054	745,000		–	
2055	785,000		–	
2056	830,000		–	
2057	880,000		–	
2058	930,000		–	
2059	985,000		–	
2060	1,045,000		–	
Total	$15,685,000		$85,470,950	

(1) Interest on the Series 2025 Bonds will be paid from capitalized interest through [_____ 1, 20___].

* Preliminary; subject to change.

(Source: The Municipal Advisor.)

LEHI CITY, UTAH

General Information

The City covers an area of approximately 29 square miles and is located 12 miles north of Provo and 23 miles south of Salt Lake City. The City has approximately 90,227 residents according to the 2023 annual estimate of the U.S. Census Bureau. The City is part of an area of the State known as "Silicon Slopes" because several well-known technology companies are located there, with a large concentration of such companies located in the City itself.

Form of Government

The City is organized under general law and governed by a six-member council form of government (the "City Council"), consisting of a mayor (the "Mayor") and five council members (each a "Council Member") each elected at large to serve four-year staggered terms. The City Council is charged with the responsibility of performing the legislative functions of the City. The Mayor is elected as the City's chief executive officer and appoints an administrator (the "City Administrator"), who is charged with working with the Mayor to carry out the policies and ordinances of the City Council and overseeing the day-to-day operations of City government.

The principal powers and duties of State municipalities are to maintain law and order, abate nuisances, guard public health and sanitation, promote recreation, provide fire protection, and to construct and maintain streets sidewalks, waterworks and sewers. Municipalities also regulate commercial and residential development within their boundaries by means of zoning ordinances, building codes and licensing procedures.

Office	Person	Years of Service	Expiration of Term
Mayor	Mark Johnson[(1)]	7	December 2025
Council Member	Paige Albrecht	11	December 2027
Council Member	Chris Condie	11	December 2025
Council Member	Paul Hancock	11	December 2025
Council Member	Heather Newall	2	December 2027
Council Member	Michelle Stallings	2	December 2027
City Administrator	Jason Walker[(2)]	10	Appointed
Finance Director	Dean Lundell[(3)]	7	Appointed
City Attorney	Ryan Wood[(4)]	14	Appointed
City Recorder	Teisha Wilson	5	Appointed
City Treasurer	Alyson Alger	9	Appointed

(1) Mayor Johnson also served as a councilmember for 12 and a half years prior to serving as Mayor.
(2) Mr. Walker has seven years prior experience in various municipal administration roles with other cities in Utah.
(3) Mr. Lundell has 17 years prior experience serving in financial and administrative capacities with other cities.
(4) Mr. Wood has 9 years prior experience serving as legal counsel to Provo City, Utah.

Employee Workforce and Retirement System

The City currently employs approximately 414 full-time employees. Additionally, the City employs part-time/seasonal employees as needed.

The City is a member of the Utah State Retirement Systems (the "Systems"). The City records a liability and expense equal to its proportionate share of the collective net pension liability and expense of the Systems. At June 30, 2024, the City reported a net pension asset of $1,104,038 and a net pension liability of $5,933,021. The net pension asset and liability were measured as of December 31, 2023, and the total pension liability used to calculate the net pension asset and liability was determined by an actuarial valuation as of January 1, 2023 and rolled-forward using generally accepted actuarial procedures. See "APPENDIX A—AUDITED BASIC FINANCIAL STATEMENTS OF

LEHI CITY WITH INDEPENDENT AUDITORS' REPORT FOR FISCAL YEAR ENDED JUNE 30, 2024—Notes to the Basic Financial Statements, Note L.–Retirement Plans" herein.

The City reports that it has no post-employment benefit obligations.

FINANCIAL INFORMATION REGARDING LEHI CITY, UTAH

Fund Structure; Accounting Basis

The accounting policies of the City conform to all generally accepted accounting principles for governmental units in general and the cities of the State in particular.

The accounts of the City are organized on the basis of funds or groups of accounts, each of which is considered to be a separate accounting entity. The operations of each fund or account group are accounted for by providing a separate set of self-balancing accounts which comprise its assets, liabilities, fund balance, revenues and expenditures or expenses. The various funds are grouped by type in the combined financial statements. See "APPENDIX A—AUDITED BASIC FINANCIAL STATEMENTS OF LEHI CITY WITH INDEPENDENT AUDITORS' REPORT FOR FISCAL YEAR ENDED JUNE 30, 2024—Notes to the Basic Financial Statements, Note A–Summary of Significant Accounting Policies" herein.

Revenues and expenditures are recognized using the modified accrual basis of accounting in all governmental funds. Revenues are recognized in the accounting period in which they become both measurable and available. "Measurable" means that amounts can be reasonably determined within the current period. "Available" means that amounts are collectible within the current period or soon enough thereafter to be used to pay liabilities of the current period. Revenues on cost-reimbursement grants are accrued when the related expenditures are incurred.

In proprietary funds, revenues and expenses are recognized using the accrual basis of accounting. Revenues are recognized in the accounting period in which they are earned and become measurable, and expenses are recognized in the period incurred.

Budget and Appropriation Process

The budget and appropriation process of the City is governed by the Uniform Fiscal Procedures Act for Utah Cities (the "Fiscal Procedures Act"). Pursuant to the Fiscal Procedures Act, the budget officer of the City is required to prepare budgets for the general fund, special revenue funds, debt service funds and capital improvement funds. These budgets are to provide a complete financial plan for the budget (ensuing fiscal) year. Each budget is required to specify, in tabular form, estimates of anticipated revenues and appropriations for expenditures. Under the Fiscal Procedures Act, the total of anticipated revenues must equal the total of appropriated expenditures.

On or before the first regular meeting of the City Council of the City in May of each year, the budget officer is required to submit to the City Council tentative budgets for all funds for the fiscal year commencing July 1. Various actual and estimated budget data are required to be set forth in the tentative budgets. The budget officer may revise the budget requests submitted by the heads of City departments, but must file these submissions with the City Council together with the tentative budget. The budget officer is required to estimate in the tentative budget the revenue from non-property tax sources available for each fund and the revenue from general property taxes required by each fund. The tentative budget is then tentatively adopted by the City Council, with any amendments or revisions that the City Council deems advisable prior to the public hearing on the tentative budget. After public notice and hearing, the tentative budget is adopted by the City Council, subject to further amendment or revisions by the City Council prior to adoption of the final budget.

Prior to June 30 of each year, the final budgets for all funds are adopted by the City Council. The Fiscal Procedures Act prohibits the City Council from making any appropriation in the final budget of any fund in excess of the estimated expendable revenue of such fund. The adopted final budget is subject to amendment by the City Council during the fiscal year. However, in order to increase the budget total of any fund, public notice and hearing must be

provided. Intra- and inter-department transfers of appropriation balances are permitted upon compliance with the Fiscal Procedures Act.

The amount set forth in the final budget as the total amount of estimated revenue from property taxes constitutes the basis for determining the property tax levy to be set by the City Council for the succeeding tax year.

Adoption of Ad Valorem Tax Levy

The governing body of each taxing entity shall, before June 22 of each year, adopt a proposed or, if the tax rate is not more than the certified tax rate, a final tax rate for the taxing entity. The governing body shall report the rate and levy, and any other information prescribed by rules of the county commission for the preparation, review, and certification of the rate, to the county auditor of the county in which the taxing entity is located.

Financial Controls

The City utilizes a financial accounting system which includes a system of budgetary controls. State law requires budgets to be controlled by individual departments, but the City has also empowered the Administrative Services Director to maintain control by major categories within departments. These controls are such that a requisition will not be entered into the purchasing system unless the appropriated funds are available. The Finance Director checks for sufficient funds again prior to the purchase order being issued and again before the payment check is issued. Voucher payments are also controlled by the Finance Director for sufficient appropriations.

Risk Management

The City is exposed to various risks of loss related to torts; theft of, damage to, and destruction of assets; errors and omissions; injuries to employees; and natural disasters. The City self-insures for claims under $250,000 and carries commercial insurance for risks in excess of that amount, except for risks associated with natural disasters. There were no decreases in coverage during 2024. Settlement amounts have not exceeded insurance coverage for the current year or the three prior years. See "APPENDIX A—AUDITED BASIC FINANCIAL STATEMENTS OF LEHI CITY WITH INDEPENDENT AUDITORS' REPORT FOR FISCAL YEAR ENDED JUNE 30, 2024—Notes to the Basic Financial Statements, Note O–Risk Management" herein.

Investment of Funds

Investment of Operating Funds; The Utah Money Management Act. The Utah Money Management Act, Title 51, Chapter 7, Utah Code (the "Money Management Act"), governs the investment of all public funds held by public treasurers in the State of Utah (the "State"). It establishes criteria for investment of public funds with an emphasis on safety, liquidity, yield, matching strategy to fund objectives, and matching the term of investments to the availability of funds. The Money Management Act provides a limited list of approved investments including qualified in-state and permitted out-of-state financial institutions, approved government agency securities and investments in corporate securities carrying "top credit ratings." The Money Management Act also provides for pre-qualification of broker dealers by requiring that broker dealers agree in writing to comply with the Money Management Act and certify that they have read and understand the Money Management Act. The Money Management Act establishes the Money Management Council (the "Money Management Council") to exercise oversight of public deposits and investments. The law requires all securities to be delivered versus payment to the public treasurer's safekeeping bank. It requires diversification of investments, especially in securities of corporate issuers. Not more than 5% of the portfolio may be invested with any one issuer. Investments in mortgage pools and mortgage derivatives or any security making unscheduled periodic principal payments are prohibited. The Money Management Act also defines the State's prudent investor rules. The Money Management Council is comprised of five members appointed by the Governor of the State for terms of four years, after consultation with the State Treasurer and with the advice and consent of the State Senate.

The City is currently complying with all of the provisions of the Money Management Act for all City operating funds. The City has no investments in derivative or leveraged securities. A significant portion of City funds are invested in the Utah Public Treasurers' Investment Fund (the "Utah Treasurers' Fund"), as discussed herein.

The Utah Public Treasurers' Investment Fund. The Utah Treasurers' Fund is a public treasurers' investment fund, established in 1981, and is managed by the Treasurer of the State of Utah. The Utah Treasurers' Fund invests to ensure safety of principal, liquidity and a competitive rate of return on short-term investments. All moneys transferred to the Utah Treasurers' Fund are promptly invested in securities authorized by the Money Management Act. Safe-keeping and audit controls for all investments owned by the Utah Treasurers' Fund must comply with the Money Management Act.

All investments in the Utah Treasurers' Fund must comply with the Money Management Act and rules of the Money Management Council. The Utah Treasurers' Fund invests primarily in money market securities including time certificates of deposit, top rated commercial paper, treasuries and certain agencies of the U.S. Government. The maximum weighted average adjusted life of the portfolio, by policy, is not to exceed 90 days. The maximum final maturity of any security purchased by the Utah Treasurers' Fund is limited to three years, except for a maximum maturity of five years is allowed for treasury or agency securities whose rate adjusts at least annually.

By law, investment transactions are conducted only through certified dealers, qualified depositories or directly with issuers of the securities. All securities purchased are delivered via payment to the custody of the State Treasurer or the State Treasurer's safekeeping bank, assuring a perfected interest in the securities. Securities owned by the Utah Treasurers' Fund are completely segregated from securities owned by the State. The State has no claim on assets owned by the Utah Treasurers' Fund except for any investment of State moneys in the Utah Treasurers' Fund. Deposits are not insured or otherwise guaranteed by the State.

Securities in the Utah Treasurers' Fund include certificates of deposit, commercial paper, short-term corporate notes, obligations of the U.S. Treasury and securities of certain agencies of the U.S. Government. These short-term securities must be rated "first tier" ("A-1," "P1," for short-term investments and "A" or better for long-term investments) by two nationally recognized statistical rating organizations, one of which must be Moody's Investors Service, Inc. or S&P Global Ratings. These securities represent limited risks to governmental institutions investing with the Utah Treasurers' Fund. Variable rate securities in the Utah Treasurers' Fund must have an index or rate formula that has a correlation of at least 94% of the effective Federal Funds rate.

Investment activity of the State Treasurer in the management of the Utah Treasurers' Fund is reviewed monthly by the Money Management Council and is audited by the State Auditor.

See "APPENDIX A—AUDITED BASIC FINANCIAL STATEMENTS WITH INDEPENDENT AUDITOR'S REPORT FOR FISCAL YEAR ENDED JUNE 30, 2024—Notes to the Financial Statements, Note B–Deposits and Investments" and "—Note C–External Investment Pool."

Moneys from the sale of obligations issued by the City or pledged to the payment therefor are also on deposit in funds and accounts of the City. Investment policies regarding such moneys are governed by the specific instruments pursuant to which such obligations were issued.

Sources of General Fund Revenues

Set forth herein are brief descriptions of the various sources of revenues available to the City's general fund. The percentage of total general fund revenues represented by each source is based on the City's audited financial statements for the fiscal year ended June 30, 2024.

Taxes—Approximately 67% of general fund revenues are from taxes (of this amount, approximately 30% are from property taxes, 50% from general sales and use taxes, 13% from franchise taxes, and 7% from other taxes).

Intergovernmental revenue—Approximately 10% of general fund revenues are from State shared revenues.

Charges for services—Approximately 13% of general fund revenues are from charges for services.

Licenses, fees, and permits—Approximately 3% of general fund revenues are from licenses, fees and permits.

Fines and forfeitures—Approximately 1% of general fund revenues are collected from fines and forfeitures.

Miscellaneous and interest revenue—Approximately 5% of general fund revenues are from miscellaneous revenues and interest on investments.

Five-Year Financial Summaries

The following tables set forth a summary of certain financial information regarding the City and have been extracted from the City's audited basic financial statements for the fiscal years ended June 30, 2020 through June 30, 2024. The following summaries are unaudited.

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LEHI CITY
Statement of Net Position – Governmental and Business-Type Activities
(This summary has not been audited.)

	Fiscal year ended June 30,				
	2024	2023	2022	2021	2020
ASSETS:					
Cash and cash equivalents	$67,083,525	$80,499,728	$99,010,022	$86,591,143	$62,372,760
Investments	20,166,386	19,016,195	18,678,723	19,059,357	18,911,115
Receivables (net)					
Accounts	8,629,627	7,175,746	6,440,128	7,432,448	6,375,402
Unbilled	1,111,789	1,042,785	890,979	935,550	792,819
Taxes	30,133,365	39,307,673	27,928,510	27,047,168	27,995,459
Intergovernmental	13,316,707	1,867,205	5,669,757	7,896,712	6,541,355
Leases	1,124,400	1,180,683	1,231,331	–	–
Other	1,167,331	1,398,271	933,108	1,385,552	792,830
Advance deposit with power supplier	378,116	821,098	552,238	304,188	632,377
Inventory	19,998,721	20,395,745	8,843,418	6,084,269	3,745,965
Restricted cash & equivalents	143,743,291	127,808,399	97,603,278	90,523,871	24,546,174
Restricted receivables	1,418,019	1,582,081	1,410,688	–	–
Net pension asset	1,104,038	1,208,035	10,211,768	1,489,583	649,957
Right to use lease assets, net	–	22,688	45,376	–	–
Non-depreciable capital assets	341,277,163	267,711,244	269,498,770	267,108,854	253,568,968
Depreciable capital assets, net	558,235,685	553,889,735	531,844,889	482,396,893	457,869,721
Total assets	1,208,888,163	1,124,927,311	1,080,792,983	998,255,588	864,794,902
DEFERRED OUTFLOWS					
Advance funding of UAMPS Project	5,364,139	5,607,964	5,851,789	6,095,614	6,339,439
Prepaid bond insurance	641,480	592,784	616,816	640,847	–
Deferred outflows related to pensions	9,246,890	6,479,280	4,662,819	3,824,377	3,510,816
Total deferred outflows	15,252,509	12,680,028	11,131,424	10,560,838	9,850,255
LIABILITIES					
Accounts payable	14,176,745	10,796,136	11,333,757	12,894,510	7,458,730
Liabilities payable from restricted assets					
Accounts payable	33,336,769	4,469,797	1,504,325	1,702,244	4,204,602
Accrued interest	896,353	909,703	1,033,946	754,754	124,243
Wages payable	592,276	514,285	446,946	1,321,664	963,069
Accrued liabilities	4,289,280	3,663,161	3,990,121	3,814,800	3,053,273
Accrued interest payable	405,257	683,062	2,132,704	2,055,109	2,141,036
Customer deposits	59,875	50,900	32,570	39,520	39,970
Liabilities due within one year	7,519,624	6,302,587	4,807,352	4,586,050	4,174,985
Due in more than one year					
Compensated absences	3,424,732	3,152,537	2,852,331	2,747,591	2,473,100
Net pension liability	5,933,021	4,331,229	–	1,988,813	6,269,223
Landfill post-closure costs	591,012	591,012	512,372	512,372	250,917
Capital leases	108,061	13,641	36,438	2,284,957	1,890,924
Tax increment note to developer	36,121,828	37,912,094	82,563,476	85,804,166	89,515,210
Other notes payable	3,171,419	4,069,646	3,253,879	1,589,562	1,788,991
Bonds payable	174,506,566	159,642,334	128,272,113	131,145,671	70,035,132
Total liabilities	285,132,818	237,102,124	242,772,330	253,241,783	194,383,405
DEFERRED INFLOWS					
Property taxes	25,336,948	23,911,016	23,595,708	23,367,745	25,112,281
Leases	1,124,400	1,180,683	1,231,331	–	–
Deferred grant revenue	9,183,633	4,981,833	1,000,000	4,725,314	1,748,118
Deferred inflows related to pensions	118,590	118,283	13,744,400	6,735,966	3,468,158
Total deferred inflows	35,763,571	30,191,815	39,571,439	34,829,025	30,328,557
NET POSITION					
Net investment in capital assets	798,833,473	753,573,736	740,010,666	683,403,286	651,937,602
Restricted for capital improvements	83,308,891	73,424,190	25,103,340	16,682,913	3,732,850
Restricted for debt service	6,672	30,876	801,414	588,265	75,843
Restricted for other purposes	2,079,112	1,601,996	771,561	180,183	234,185
Unrestricted	19,017,135	41,682,602	42,893,657	19,890,971	(6,047,285)
Total net position	$903,245,283	$870,313,400	$809,580,638	$720,745,618	$649,933,195

(Source: Information extracted from the City's 2020-2024 audited basic financial statements. This summary is unaudited.)

LEHI CITY
Statement of Revenues, Expenditures and Changes in Fund Balance – General Fund
(This summary has not been audited.)

	Fiscal year ended June 30,				
	2024	2023	2022	2021	2020
REVENUES					
Taxes	$47,476,784	$45,262,893	$39,221,842	$34,327,544	$30,269,379
Licenses, fees, & permits	2,349,975	2,322,023	4,017,240	4,106,697	2,892,314
Intergovernmental	6,788,991	5,938,093	10,124,912	9,935,765	7,519,678
Charges for services	9,173,315	8,988,690	9,788,903	8,113,532	7,058,720
Fines & forfeitures	972,615	831,962	722,270	710,682	790,458
Miscellaneous	1,672,122	1,655,832	1,699,551	2,678,250	1,648,639
Interest on investments	1,910,235	1,213,621	97,362	125,518	393,642
Total revenue	70,344,037	66,213,114	65,672,080	59,997,988	50,572,830
EXPENDITURES					
Current					
General government	9,455,395	8,832,969	8,539,977	8,259,035	7,538,498
Public safety	23,625,281	20,720,538	18,385,423	17,120,953	15,404,388
Community development	4,082,480	3,832,172	3,415,092	3,286,884	3,056,339
Streets & highways	7,431,590	7,513,717	5,781,174	5,620,679	3,789,510
Parks, recreation & culture	14,650,500	13,329,375	11,363,509	10,341,966	9,541,822
Cemetery	625,542	551,145	454,611	482,707	433,261
Debt service - principal	22,797	9,892	22,262	–	–
Debt service - interest & fiscal charges	1,303	14,208	1,838	–	–
Total expenditures	59,894,888	54,804,016	47,963,886	45,112,224	39,763,818
Excess of revenue over expenditures	10,449,149	11,409,098	17,708,194	14,885,764	10,809,012
OTHER FINANCING SOURCES (USES)					
Transfers in	748,235	767,535	1,167,851	1,355,679	1,883,869
Transfers out	(5,437,707)	(10,718,840)	(13,872,733)	(10,114,495)	(9,704,434)
Proceeds from lease liability	–	–	28,193	–	–
Sales of capital assets	53,854	137,613	22,156	106,923	28,869
Total other financing sources (uses)	(4,635,618)	(9,813,692)	(12,654,533)	(8,651,893)	(7,791,696)
Net change in fund balance	5,813,531	1,595,406	5,053,661	6,233,871	3,017,316
Fund balance - beginning of year	28,069,795	26,474,389	21,420,728	15,186,857	12,169,541
Fund balance - end of year	$33,883,326	$28,069,795	$26,474,389	$21,420,728	$15,186,857

(Source: Information extracted from the City's 2020-2024 audited basic financial statements. This summary is unaudited.)

Outstanding Obligations of the City

The following is a list of the City's outstanding obligations as of March 1, 2025.

Outstanding Franchise & Sales Tax Revenue Bonds

Series	Purpose	Original Principal Amount	Final Maturity Date	Principal Amount Outstanding
2025[(1)]	Broadband Project	$15,685,000*	February 1, 2060*	$15,685,000*
2021	Broadband Project	53,890,000	February 1, 2048	52,100,000
Total				$67,785,000*

(1) For purposes of this Official Statement the Series 2025 Bonds are considered issued and outstanding.
* Preliminary; subject to change.

Outstanding Sales Tax Revenue Bonds

Series	Purpose	Original Principal Amount	Final Maturity Date	Principal Amount Outstanding
2019	Police Station	$16,470,000	June 1, 2039	$16,470,000
2018	Fire Station	5,000,000	June 1, 2038	4,000,000
Total				$20,470,000

Outstanding Electric Revenue Bonds

Series	Purpose	Original Principal Amount	Final Maturity Date	Principal Amount Outstanding
2023	Power Generation	$18,790,000	June 1, 2044	$18,970,000
2018	Generation Building	15,640,000	June 1, 2038	12,425,000
Total				$31,395,000

Outstanding Storm Drain Revenue Bonds

Series	Purpose	Original Principal Amount	Final Maturity Date	Principal Amount Outstanding
2010	Refunding	$2,500,000	June 15, 2025	$205,000

Outstanding Water Revenue Bonds

Series	Purpose	Original Principal Amount	Final Maturity Date	Principal Amount Outstanding
2024	Secondary Water Meters	$3,643,000	December 1, 2039	$3,643,000
2022	Secondary Water Meters	3,643,000	December 1, 2039	3,643,000
2019	Detention and Distribution	17,205,000	June 1, 2044	15,425,000
Total				$22,711,000

Outstanding Lease Revenue Bonds (issued by Local Building Authority of Lehi City)

Series	Purpose	Original Principal Amount	Final Maturity Date	Principal Amount Outstanding
2022	City Hall/Library	$29,000,000	June 15, 2049	$28,900,000

Future Bond Issues

The City currently plans to issue water and/or storm drain revenue bonds in the next three to five years to finance the construction of and/or expansion of current physical facilities for its Public Works Department.

Other Financial Considerations

The City has two notes outstanding related to the purchase of water shares and water system improvements which were outstanding as of June 30, 2024, in the amount of $895,530 and the City has capital leases related to the acquisition of public works vehicles, fire trucks, and related equipment which are outstanding as of June 30, 2024, in the amount of $4,711,187. The City also has several tax increment agreements with various developers which are payable solely from certain tax increment revenues. As of June 30, 2024, such tax increment agreements are outstanding in the amount of $36,121,828. See "APPENDIX A—AUDITED BASIC FINANCIAL STATEMENTS OF LEHI CITY WITH INDEPENDENT AUDITORS' REPORT FOR FISCAL YEAR ENDED JUNE 30, 2024—Notes to the Basic Financial Statements, Note J–Long-term Debt" herein.

TAX MATTERS

The following is a summary of the material federal and State of Utah income tax consequences of holding and disposing of the Series 2025 Bonds. This summary is based upon laws, regulations, rulings and judicial decisions now in effect, all of which are subject to change (possibly on a retroactive basis). This summary does not discuss all aspects of federal income taxation that may be relevant to investors in light of their personal investment circumstances or describe the tax consequences to certain types of owners subject to special treatment under the federal income tax laws (for example, dealers in securities or other persons who do not hold the Series 2025 Bonds as a capital asset, tax-exempt organizations, individual retirement accounts and other tax deferred accounts, and foreign taxpayers), and, except for the income tax laws of the State of Utah, does not discuss the consequences to an owner under any state, local or foreign tax laws. The summary does not deal with the tax treatment of persons who purchase the Series 2025 Bonds in the secondary market. Prospective investors are advised to consult their own tax advisors regarding federal, state, local and other tax considerations of holding and disposing of the Series 2025 Bonds.

Opinion of Bond Counsel

In the opinion of Gilmore & Bell, P.C., Bond Counsel to the City, under the law existing as of the issue date of the Series 2025 Bonds:

Federal Tax Exemption. The interest on the Series 2025 Bonds (including any original issue discount properly allocable to an owner thereof) is excludable from gross income for federal income tax purposes.

Alternative Minimum Tax. Interest on the Series 2025 Bonds is not an item of tax preference for purposes of computing the federal alternative minimum tax.

Bank Qualification. The Series 2025 Bonds have not been designated as "qualified tax-exempt obligations" for purposes of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended (the "Code").

Bond Counsel's opinions are provided as of the date of the original issue of the Series 2025 Bonds, subject to the condition that the Issuer comply with all requirements of the Code that must be satisfied subsequent to the issuance of the Series 2025 Bonds in order that interest thereon be, or continue to be, excludable from gross income for federal income tax purposes. The Issuer has covenanted to comply with all such requirements. Failure to comply with certain of such requirements may cause the inclusion of interest on the Series 2025 Bonds in gross income for federal income tax purposes retroactive to the date of issuance of the Series 2025 Bonds.

State of Utah Tax Exemption. The interest on the Series 2025 Bonds is exempt from State of Utah individual income taxes.

No Other Opinion. Bond Counsel is expressing no opinion regarding other federal, state or local tax consequences arising with respect to the Series 2025 Bonds but has reviewed the discussion under this heading "TAX MATTERS."

Other Tax Consequences

[***Original Issue Premium***. For federal income tax purposes, premium is the excess of the issue price of a Series 2025 Bond over its stated redemption price at maturity. The stated redemption price at maturity of a Series 2025 Bond is the sum of all payments on the Series 2025 Bond other than "qualified stated interest" (i.e., interest unconditionally payable at least annually at a single fixed rate). The issue price of a Series 2025 Bond is generally the first price at which a substantial amount of the Series 2025 Bonds of that maturity have been sold to the public. Under Section 171 of the Code, premium on tax-exempt Series 2025 Bonds amortizes over the term of the Series 2025 Bond using constant yield principles, based on the purchaser's yield to maturity. As premium is amortized, the owner's basis in the Series 2025 Bond and the amount of tax-exempt interest received will be reduced by the amount of amortizable premium properly allocable to the owner, which will result in an increase in the gain (or decrease in the loss) to be recognized for federal income tax purposes on sale or disposition of the Series 2025 Bond prior to its maturity. Even though the owner's basis is reduced, no federal income tax deduction is allowed. Prospective investors should consult their own tax advisors concerning the calculation and accrual of Series 2025 Bond premium.]

[***Original Issue Premium***. For federal income tax purposes, premium is the excess of the issue price of a Series 2025 Bond over its stated redemption price at maturity. The stated redemption price at maturity of a Series 2025 Bond is the sum of all payments on the Series 2025 Bond other than "qualified stated interest" (i.e., interest unconditionally payable at least annually at a single fixed rate). The issue price of a Series 2025 Bond is generally the first price at which a substantial amount of the Series 2025 Bonds of that maturity have been sold to the public. Under Section 171 of the Code, premium on tax-exempt bonds amortizes over the term of the Series 2025 Bond using constant yield principles, based on the purchaser's yield to maturity. As premium is amortized, the owner's basis in the Series 2025 Bond and the amount of tax-exempt interest received will be reduced by the amount of amortizable premium properly allocable to the owner, which will result in an increase in the gain (or decrease in the loss) to be recognized for federal income tax purposes on sale or disposition of the Series 2025 Bond prior to its maturity. Even though the owner's basis is reduced, no federal income tax deduction is allowed. Prospective investors should consult their own tax advisors concerning the calculation and accrual of bond premium.]

Sale, Exchange, or Retirement of Series 2025 Bonds. Upon the sale, exchange, or retirement (including redemption) of a Series 2025 Bond, an owner of the Series 2025 Bond generally will recognize gain or loss in an amount equal to the difference between the amount of cash and the fair market value of any property actually or constructively received on the sale, exchange, or retirement of the Series 2025 Bond (other than in respect of accrued and unpaid interest) and such owner's adjusted tax basis in the Series 2025 Bond. To the extent a Series 2025 Bond is held as a capital asset, such gain or loss will be capital gain or loss and will be long-term capital gain or loss if the Series 2025 Bond has been held for more than 12 months at the time of sale, exchange or retirement.

Reporting Requirements. In general, information reporting requirements will apply to certain payments of principal, interest and premium paid on the Series 2025 Bonds, and to the proceeds paid on the sale of the Series 2025 Bonds, other than certain exempt recipients (such as corporations and foreign entities). A backup withholding tax will apply to such payments if the owner fails to provide a taxpayer identification number or certification of foreign or other exempt status or fails to report in full dividend and interest income. The amount of any backup withholding from a payment to an owner will be allowed as a credit against the owner's federal income tax liability.

Collateral Federal Income Tax Consequences. Prospective purchasers of the Series 2025 Bonds should be aware that ownership of the Series 2025 Bonds may result in collateral federal income tax consequences to certain taxpayers, including, without limitation, certain applicable corporations subject to the corporate alternative minimum tax, financial institutions, property and casualty insurance companies, individual recipients of Social Security or Railroad Retirement benefits, certain S corporations with "excess net passive income," foreign corporations subject to the branch profits tax, life insurance companies, and taxpayers who may be deemed to have incurred or continued indebtedness to purchase or carry or have paid or incurred certain expenses allocable to the Series 2025 Bonds. Bond Counsel expresses no opinion regarding these tax consequences. Purchasers of Series 2025 Bonds should consult their tax advisors as to the applicability of these tax consequences and other federal income tax consequences of the purchase, ownership and disposition of the Series 2025 Bonds, including the possible application of state, local, foreign and other tax laws.

Bond Counsel notes that interest on the Series 2025 Bonds may be included in adjusted financial statement income of applicable corporations for purposes of determining the applicability and amount of the federal corporate alternative minimum tax.

NO DEFAULTED BONDS

The City has no record of failing to pay principal and interest when due on its outstanding bonded indebtedness or any other obligations.

INDEPENDENT AUDITORS

The basic financial statements of the City as of June 30, 2024, and for the year then ended, contained in APPENDIX A to this Official Statement, have been audited by Osborne, Robbins, & Buhler, P.L.L.C., Salt Lake City, Utah ("Osborne, Robbins & Buhler"), independent auditors, as set forth in their report included in APPENDIX A hereto. Osborne, Robbins & Buhler has not been asked to consent to the use of its name, audited financial statements and report in this Official Statement.

Copies of the City's comprehensive annual financial report may be obtained upon request from the City's Finance Division, 153 North 100 East, Lehi, Utah 84043.

RISK FACTORS

The purchase of the Series 2025 Bonds involves certain investment risks. Accordingly, each prospective purchaser of the Series 2025 Bonds should make an independent evaluation of all of the information presented in this Official Statement in order to make an informed investment decision. Certain of these risks are described below; however, it is not intended to be a complete representation of all the possible risks involved:

Uncertainty of Economic Activity and Pledged Tax Revenues

The amount of Pledged Tax Revenues to be collected by the City is dependent on several factors beyond the control of the City, including, but not limited to, the state of the United States economy and the economy of the State and the City. Any one or more of these factors could result in the City receiving less Pledged Tax Revenues than anticipated. During periods in which economic activity declines, Pledged Tax Revenues are likely to fall as compared to an earlier year. In addition, Pledged Tax Revenues are dependent on the volume of the transactions subject to the tax. From time to time proposals have been made by the Utah State Legislature (the "State Legislature") to add or remove certain types of purchases from the sales tax. The City cannot predict what impact these issues may have on the Pledged Tax Revenues it receives.

Legislative Changes to Sales Tax Statutes

The State Legislature has authority to alter the statutes under which the City derives its various sales and use tax revenues, including specifically the Pledged Sales Tax Revenues. From time to time proposals are discussed and introduced to change these statutes, including changes that could significantly reduce the amount of Pledged Sales Tax Revenues the City receives. This can be done by, among other things, expanding or diminishing the sales tax base, reducing rates or altering the formula by which the tax revenues are allocated among the counties, cities and towns within the State.

The City cannot predict whether the State Legislature will change the sales and use tax base, rates, and/or distribution methods, including changes that could affect Pledged Sales Tax Revenues at some point in the future. Consequently, no assurance can be given that the Revenues from Pledged Sales Tax Revenues will remain sufficient for the payment of the principal or interest on the Bonds, and the City is limited by State law in its ability to increase the rate of such taxes.

Series 2025 Bonds are Limited Obligations

The Series 2025 Bonds are special limited obligations of the City, payable solely from the Pledged Revenues, moneys, securities and funds pledged therefor in the Indenture. The Pledged Revenues consist primarily of the Pledged Tax Revenues. The Series 2025 Bonds do not constitute a general obligation indebtedness nor are they secured by a pledge of the ad valorem taxing power or the full faith and credit of the City, and are not obligations of the State or any other agency or other political subdivision or entity of the State. The City will not mortgage or grant any security interest in the improvements refinanced with the proceeds of the Series 2025 Bonds or any portion thereof to secure payment of the Series 2025 Bonds.

Limitation on Increasing Rates for Pledged Tax Revenues

The City currently levies the maximum rate allowed under Utah law for the Pledged Tax Revenues. No assurance can be given that the Pledged Tax Revenues will remain sufficient for the payment of the principal or interest on the Series 2025 Bonds and the City is limited by Utah law in its ability to increase the rate of such taxes.

No Reserve Fund Requirement for the Series 2025 Bonds

Pursuant to the Indenture, each Series of Bonds may be secured by a separate subaccount in the Debt Service Reserve Fund. Upon the issuance of the Series 2025 Bonds there will be no funding of a subaccount of the Debt Service Reserve Fund with respect to the Series 2025 Bonds.

Limited History of Net Network Revenues

Although Net Network Revenues are pledged as a source of payment for the Series 2025 Bonds, limited information with respect to the Net Network Revenues is presented in this Official Statement. Potential investors should not expect that any Net Network Revenues will be available to pay debt service on the Series 2025 Bonds. As a result, potential investors should look at the Pledged Tax Revenues when making an investment decision with respect to the Series 2025 Bonds.

Cybersecurity

The risk of cyberattacks against commercial enterprises, including those operated for a governmental purpose, has become more prevalent in recent years. At least one of the rating agencies factors the risk of such an attack into its ratings analysis, recognizing that a cyberattack could affect liquidity, public policy and constituent confidence, and ultimately credit quality. A cyberattack could cause the informational systems of the City to be compromised and could limit operational capacity, for short or extended lengths of time and could bring about the release of sensitive and private information. Additionally, other potential negative consequences include data loss or compromise, diversion of resources to prevent future incidences and reputational damage. To date, the City has not been the subject of a successful materially adverse cyberattack. The City believes it has made all reasonable efforts to ensure that any such attack is not successful and that the information systems of the City are secure. However, there can be no assurance that a cyberattack will not occur in a manner resulting in damage to the City's information systems or other challenges. The City has insurance coverage for cyber liability.

CONTINUING DISCLOSURE

The City has undertaken for the benefit of the Bondholders and the beneficial owners of the Series 2025 Bonds to provide certain annual financial information and operating data and notice of certain enumerated events to the Municipal Securities Rulemaking Board all in order to assist the Underwriter in complying with Rule 15c2-12(b)(5) (the "Rule") of the Securities and Exchange Commission. See "APPENDIX E" attached hereto and incorporated herein by reference for a form of the Continuing Disclosure Undertaking that will be executed and delivered by the City.

In the past five years, the City has been subject to certain continuing disclosure undertakings (the "City's Prior Continuing Disclosure Undertakings"). Pursuant to the City's Prior Continuing Disclosure Undertakings, the

City agreed to file its audited financial reports and certain operating data (the "Annual Reports") and to provide notice of certain enumerated events and notice of the occurrence of certain other enumerated events, if material (the "Event Notices"). During the past five years, the City has filed its Annual Reports in accordance with the City's Prior Continuing Disclosure Undertakings. [Additionally, during the past five years, the City has timely filed Event Notices relating to the incurrence of financial obligations, except for two incurrences that occurred in the latter half of 2024. Notice of those two financial obligations was filed to EMMA on February 24, 2025, along with the required notice of failure to file.]

A failure by the City to comply with the Continuing Disclosure Undertaking will not constitute a default under the Indenture and beneficial owners of the Series 2025 Bonds are limited to the remedies described in the Continuing Disclosure Undertaking. See "APPENDIX E—FORM OF CONTINUING DISCLOSURE UNDERTAKING—Default." A failure by the City to comply with the Continuing Disclosure Undertaking must be reported in accordance with the Rule and must be considered by any broker, dealer or municipal securities dealer before recommending the purchase or sale of the Series 2025 Bonds in the secondary market. Consequently, such a failure may adversely affect the transferability and liquidity of the Series 2025 Bonds and their market price.

UNDERWRITING

Stifel, Nicolaus & Company, Incorporated, as the underwriter of the Series 2025 Bonds (the "Underwriter"), has agreed, subject to certain conditions, to purchase all of the Series 2025 Bonds from the City at a purchase price of $_____ (being the par amount thereof plus [net] original issue [premium/discount] of $_____ and less an underwriter's discount of $_____) and to make a public offering of the Series 2025 Bonds. The Series 2025 Bonds may be offered and sold to certain dealers (including dealers depositing the Series 2025 Bonds into investment trusts) at prices lower than the initial public offering prices set forth on the inside front cover page of this Official Statement and such public offering prices may be changed from time to time.

Although the Underwriter expects to maintain a secondary market in the Series 2025 Bonds after the initial offering, no guarantee can be given concerning the future existence of such a secondary market or its maintenance by the Underwriter or others.

RATING

[S&P Global Ratings ("S&P") is expected to assign a municipal bond rating of "_____" (_____ outlook) to the Series 2025 Bonds with the understanding that upon delivery of the Series 2025 Bonds, the Policy guaranteeing the payment when due of the principal of and interest on the Series 2025 Bonds will be issued by the Insurer. See "BOND INSURANCE" above.] S&P has assigned an underlying rating of "_____" to the Series 2025 Bonds.

Generally, a rating agency bases its rating on the information and materials furnished to it and on investigations, studies and assumptions of its own. Any explanation of the significance of the rating should be obtained from the rating agency furnishing the same. There is no assurance that the rating given to the Series 2025 Bonds will be maintained for any period of time or that the rating may not be lowered or withdrawn entirely by the rating agency if, in its judgment, circumstances so warrant. Any such downward change or withdrawal of such rating may have an adverse effect on the market price of the Series 2025 Bonds.

Such rating is not to be construed as a recommendation of the rating agency to buy, sell or hold the Series 2025 Bonds, and the rating assigned by any rating agency should be evaluated independently. Except as may be required by the undertaking described under the heading "CONTINUING DISCLOSURE," neither the City nor the Underwriter will undertake responsibility to bring to the attention of the owners of the Series 2025 Bonds any proposed changes in or withdrawal of such rating or to oppose any such revision or withdrawal.

LITIGATION

A non-litigation certificate issued by the City Attorney, dated the date of closing, will be provided stating, among other things, that to the best of his knowledge, after due inquiry, no action, suit, proceeding, inquiry, or any other litigation or investigation at law or in equity, before or by any court, public board or body, has been served on the City or is threatened, challenging the creation, organization, or existence of the City or the titles of its officers to their respective offices or seeking to restrain or enjoin the issuance, sale, or delivery of the Series 2025 Bonds or for the purpose of restraining or enjoining the levy and collection of taxes by the City, or directly or indirectly contesting or affecting the proceedings or the authority by which the Series 2025 Bonds are issued or the validity of the Series 2025 Bonds or the issuance thereof.

[The City Attorney reports that several lawsuits have been filed against the City and/or its employees, involving contract, tort and civil rights matters. The City has a statutory obligation to defend and indemnify its officers and employees for lawsuits arising from acts of the employee while in the scope and course of employment. In the event the fund is not sufficient to pay any outstanding judgment or judgments, the City has the ability under State law to levy a limited ad valorem tax to pay such judgments. This tax levy is separate and apart from the other taxing powers of the City.] [*City to update*]

MUNICIPAL ADVISOR

The City has engaged LRB Public Finance Advisors, Inc. Salt Lake City, Utah (the "Municipal Advisor"), to provide financial recommendations and guidance to the City with respect to preparation for sale of the Series 2025 Bonds, timing of sale, bond market conditions, costs of issuance and other factors relating to the sale of the Series 2025 Bonds. The Municipal Advisor has read and participated in the drafting of certain provisions of this Official Statement. The Municipal Advisor has not audited, authenticated or otherwise verified the information set forth in the Official Statement, or any other related information available to the City, with respect to accuracy and completeness of disclosure of such information, and no guaranty, warranty or other representation is made by the Municipal Advisor respecting accuracy and completeness of the Official Statement or any other matters related to the Official Statement. Municipal Advisor fees are contingent upon the sale and delivery of the Series 2025 Bonds.

LEGAL MATTERS

The authorization and issuance of the Series 2025 Bonds is subject to the approval of legality by Gilmore & Bell, P.C., Bond Counsel to the City. Certain matters relating to disclosure will be passed upon for the City by Gilmore & Bell, P.C., disclosure counsel to the City. Certain legal matters will be passed upon for the City by Ryan Wood, City Attorney. Certain legal matters will be passed upon for the Underwriter by its counsel, Quarles & Brady LLP, Milwaukee, Wisconsin. The approving opinion of Bond Counsel will be delivered with the Series 2025 Bonds. A copy of the form of the opinion of Bond Counsel is set forth in "APPENDIX F" of this Official Statement.

MISCELLANEOUS

All quotations from and summaries and explanations of the Utah Constitution, statutes, programs, laws of the State of Utah, court decisions, and the Indenture, which are contained herein, do not purport to be complete, and reference is made to said Constitution, statutes, programs, laws, court decisions, and the Indenture for full and complete statements of their respective provisions.

Any statement in this Official Statement involving matters of opinion, whether or not expressly so stated, is intended as such and not as representations of fact.

The appendices attached hereto are an integral part of this Official Statement and should be read in conjunction with the foregoing material.

This Preliminary Official Statement is in a form "deemed final" by the City for the purposes of Rule 15c2-12 of the Securities and Exchange Commission.

The delivery of the Official Statement has been duly authorized by the City.

LEHI CITY, UTAH

APPENDIX A

AUDITED BASIC FINANCIAL STATEMENTS OF LEHI CITY
WITH INDEPENDENT AUDITORS' REPORT FOR FISCAL YEAR ENDED JUNE 30, 2024

APPENDIX B

DEMOGRAPHIC AND ECONOMIC INFORMATION REGARDING THE CITY AND UTAH COUNTY

The tables in this appendix contain information with respect to Lehi City and Utah County (the "County"). For additional information regarding the City, see "APPENDIX A—AUDITED BASIC FINANCIAL STATEMENTS OF LEHI CITY WITH INDEPENDENT AUDITORS' REPORT FOR FISCAL YEAR ENDED JUNE 30, 2024."

THE CITY

City, County and State Population

Year	The City	% Change From Prior Period	The County	% Change From Prior Period	The State	% Change From Prior Period
2023 Estimate	90,227	6.9%	719,174	2.3%	3,417,734	1.1%
2022 Estimate	84,378	5.5	702,692	2.4	3,381,236	1.3
2021 Estimate	79,946	5.3	685,973	4.0	3,339,284	2.1
2020 Census	*75,907*	9.6	*659,399*	*3.6*	*3,271,616*	*2.0*
2019 Estimate	69,274	5.0	719,174	2.3	3,417,734	1.1
2018 Estimate	65,958	3.6	621,520	2.4	3,153,550	1.7
2017 Estimate	63,674	3.2	606,742	2.8	3,101,042	1.9
2016 Estimate	61,690	4.5	590,288	3.1	3,041,868	2.0
2015 Estimate	59,034	3.6	572,667	2.1	2,981,835	1.5
2014 Estimate	57,000	3.5	560,649	1.7	2,936,879	1.4
2010 Census	*47,407*	–	*516,564*	–	*2,763,885*	–

(Source: U.S. Census Bureau; estimates are as of July 1 of the year given.)

UTAH COUNTY

The following demographic information is provided solely as background information regarding the County, the general area where the City is located.

Rate of Unemployment – Annual Average

Year	County	State	United States
2023	2.6%	2.6%	3.6%
2022	2.2	2.4	3.6
2021	2.4	2.8	5.3
2020	3.9	4.8	8.1
2019	2.3	2.5	3.7

(Source: Utah Department of Workforce Services and the U.S. Department of Labor.)

Economic Indicators in the County

LABOR FORCE [1]	2023	2022	2021	2020	2019
Labor Force (annual average)	353,125	344,947	331,915	317,287	310,071
Employed (annual average)	344,042	337,405	323,973	304,982	302,821
Unemployed (annual average)	9,083	7,542	7,942	12,305	7,250
Average Employment (Non-Farm Jobs)	306,985	302,222	288,842	268,803	268,093
% Change Prior Year	*1.58*	*4.63*	*7.45*	*0.26*	*3.12*
Average Employment by Sector:					
Agriculture, Forestry, Fishing & Hunting	1,130	1,172	1,265	1,222	1,228
Mining	274	271	256	170	150
Utilities	840	709	659	643	637
Construction	29,953	29,726	27,015	25,920	25,062
Manufacturing	23,462	22,937	21,044	19,413	19,680
Wholesale Trade	7,418	7,988	7,838	7,180	7,104
Retail Trade	34,211	34,278	35,993	33,093	33,160
Transportation & Warehousing	6,590	6,486	6,530	5,618	5,193
Information	13,717	15,834	15,073	13,988	14,159
Finance & Insurance	9,440	9,407	9,371	7,177	6,096
Real Estate and Rental & Leasing	3,854	3,583	3,499	3,215	3,165
Professional, Scientific & Technical Services	26,152	26,321	23,555	22,218	21,944
Management of Companies & Enterprises	2,886	2,621	1,919	1,851	1,715
Administrative, Support, Waste Management, & Remediation	16,785	17,683	17,932	16,075	15,637
Education Services	46,879	45,056	43,693	42,968	43,930
Health Care & Social Assistance	38,122	36,066	34,536	32,763	32,000
Arts, Entertainment, & Recreation	6,789	6,195	5,309	4,634	5,274
Accommodation & Food Services	24,036	22,360	20,354	18,444	19,747
Other Services & Unclassified Establishments	7,551	7,063	6,541	5,899	5,979
Public Administration	6,897	6,558	6,465	6,311	6,233
Total Establishments	21,839	21,388	22,372	20,858	19,929
Total Wages ($Millions)	17,721.4	17,122.9	15,498.6	13,729.4	12,756.4

INCOME AND WAGES	2023	2022	2021	2020	2019
Total Personal Income ($000) [2]	41,437,922	38,180,460	35,715,506	31,264,189	28,205,040
Median Household Income [1]	n/a	95,085	86,597	81,804	79,505
Per Capita Income [2]	57,619	54,335	52,065	47,113	43,627
Average Monthly Nonfarm Wage [1]	4,811	4,721	4,471	4,256	3,965

SALES & CONSTRUCTION	2023	2022	2021	2020	2019
Gross Taxable Sales ($000,000) [3]	17,737.2	17,488.6	15,630.7	12,811.2	11,242.7
New Dwelling Units [4]	6,045	8,555	12,430	8,436	7,314
Total Construction Value ($000) [4]	2,807,188.0	3,432,366.7	4,056,859.5	3,192,226.5	2,618,932.1
New Residential Value ($000) [4]	1,724,314.8	2,239,401.0	2,890,112.7	2,056,615.4	1,781,204.9
New Nonresidential Value ($000)[4]	774,011.5	877,996.9	833,194.9	855,962.9	582,391.5

(Sources: (1) Utah Department of Workforce Services; (2) U.S. Department of Commerce, Bureau of Economic Analysis, last updated November 2024; (3) Utah State Tax Commission; (4) University of Utah Ivory-Boyer Construction Database.)

Major Employers in the County

The following is a list of some of the largest employers in the County.

Company	Industry	Employment Range
Brigham Young University	Higher Education	15,000-19,999
Alpine School District	Public Education	7,000-9,999
Utah Valley University	Higher Education	5,000-6,999
Intermountain Health Care	Health Care	5,000-6,999
Nebo School District	Public Education	4,000-4,999
Wal-Mart Associates	Warehouse Clubs and Supercenters	3,000-3,999
Vivint	Building Equipment Contractors	2,000-2,999
State of Utah	State Government	2,000-2,999
Provo City School District	Public Education	1,000-1,999
Doterra International	Miscellaneous Retailers	1,000-1,999
Adobe Systems Incorporated	Software Publishers	1,000-1,999
Central Utah Medical Clinic	Health Care	1,000-1,999
Chrysalis Utah	Individual and Family Services	1,000-1,999
Provo City	Local Government	1,000-1,999
Utah County Government	County Government	1,000-1,999
Qualtrics	Computer Programming Services	1,000-1,999
Smith's Food & Drug	Supermarkets	1,000-1,999
Costco Wholesale	Warehouse Clubs and Supercenters	1,000-1,999
Nestle Prepared Foods	Specialty Food Manufacturing	1,000-1,999
Texas Instruments Incorporated	Health Care	1,000-1,999
RBD Acquisition Sub	Janitorial Services	1,000-1,999
Lehi City	Local Government	1,000-1,999
Bamboo Hr	Custom Computer Services	1,000-1,999
City Of Orem	Local Government	1,000-1,999
Chamionx Resources	Nonmetallic Mineral Product Manf.	1,000-1,999
Tyson Fresh Meats	Animal Slaughtering	1,000-1,999
Alpine Building	New Multifamily Housing Construction	500-999
ARO	Supermarkets	500-999
The Home Depot	Home Centers	500-999
U.S. Postal Service	Postal Service	500-999
Weave Communications, Inc.	Custom Computer Programming Services	500-999
Timpanogos Regional Medical Service	Hospitals	500-999
Wasatch Behavioral Health	Individual and Family Services	500-999
Ancestry.com	Computing Infrastructure, Data Processing	500-999
Smokey's Smokehouse	Animal Food Manufacturing	500-999
Sundance Mountain Resort	Hotels	500-999
Spanish Fork City	Local Government	500-999
Domo	Software Publishers	500-999
Costa Vida Holdings	Limited-Service Restaurants	500-999
Fidelity Brokerage Services	Financials Services	500-999
Rocky Mountain ATV	Other Motor Vehicle Dealers	500-999
Maverik Country Stores	Gasoline Stations w/Convenience Stores	500-999
Target	Warehouse Clubs and Supercenters	500-999
Springville City	Local Government	500-999
Thanksgiving Point Institute	Zoos and Botanical Gardens	500-999
Xactware Solutions	Computer Systems Design Services	500-999
Young Living Holdings	Warehouse and Storage	500-999
Smart Home Pros	Security Systems Services	500-999
American Fork City	Local Government	500-999
Red Robin	Limited-Service Restaurants	500-999
Medicaremd.com	Software Publishers	500-999
Utah Community Credit Union	Credit Unions	500-999

(Source: Utah Department of Workforce Services; last updated November 2024.)

APPENDIX C

GENERAL INDENTURE AND FORM OF SECOND SUPPLEMENTAL INDENTURE

APPENDIX D

FORM OF 2025 PLEDGE AGREEMENTS

APPENDIX E

FORM OF CONTINUING DISCLOSURE UNDERTAKING

This Continuing Disclosure Undertaking (the "Disclosure Undertaking") is executed and delivered by Lehi City, Utah (the "City") in connection with the issuance by the City of its $_____ Franchise and Sales Tax Revenue Bonds, Series 2025 (Broadband Project) (the "Series 2025 Bonds"). The Series 2025 Bonds are being issued pursuant to a resolution adopted on March 18, 2025, by the City Council of the City, which provides for the issuance of the Series 2025 Bonds and a General Indenture of Trust dated as of March 1, 2021 (the "General Indenture"), between the City and U.S. Bank Trust Company, National Association, as trustee, as previously supplemented and as further supplemented by a Second Supplemental Indenture of Trust dated as of [April 1, 2025] (the "Second Supplemental Indenture," and together with the General Indenture, the "Indenture").

The City hereby acknowledges that it is an "obligated person" within the meaning of the hereinafter defined Rule and the only "obligated person" with respect to the Series 2025 Bonds. In connection with the aforementioned transactions, the City covenants as follows:

Section 1. Purpose of the Disclosure Undertaking. This Disclosure Undertaking is being executed and delivered by the City and the Trustee for the benefit of the Bondholders and Beneficial Owners of the Series 2025 Bonds and in order to assist the Participating Underwriters in complying with the Rule (each as defined herein).

Section 2. Definitions. In addition to the definitions set forth in the Indenture or parenthetically defined herein, which apply to any capitalized term used in this Disclosure Undertaking unless otherwise defined in this Section, the following capitalized terms shall have the following meanings:

"Annual Report of the City" means the Annual Report of the City provided by the City pursuant to, and as described in Sections 3 and 4 of this Disclosure Undertaking.

"Beneficial Owner" shall mean any person which has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Bonds (including persons holding Bonds through nominees, depositories or other intermediaries).

"Dissemination Agent" shall mean, initially, the City, acting in its capacity as Dissemination Agent hereunder, or any of its successors or assigns.

"Financial Obligation" means a (a) debt obligation, (b) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation, or (c) guarantee of (a) or (b) in this definition; provided however, the term Financial Obligation shall not include municipal securities as to which a final official statement has been provided to the MSRB consistent with the Rule.

"Listed Events" shall mean any of the events listed in Section 5 of this Disclosure Undertaking.

"MSRB" shall mean the Municipal Securities Rulemaking Board, the address of which is currently 1300 I Street, NW, Suite 1000, Washington D.C. 20005; Telephone (202) 838-1500; the current website address of which is www.msrb.org and www.emma.org (for municipal disclosures and market data).

"Official Statement" shall mean the Official Statement of the City dated _____, 2025, relating to the Series 2025 Bonds.

"Participating Underwriter" shall mean Stifel, Nicolaus & Company, Incorporated, as original underwriter of the Series 2025 Bonds.

"Rule" shall mean Rule 15c2-12(b)(5) adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time.

Section 3. Provision of Annual Reports.

(a) The City shall prepare an Annual Report of the City and shall, or shall cause the Dissemination Agent to, not later than two hundred (200) days after the end of each fiscal year of the City (presently June 30), commencing with the fiscal year ended June 30, 2025, provide to the MSRB the Annual Report of the City which is consistent with the requirements of Section 4 of this Disclosure Undertaking. Not later than fifteen (15) Business Days prior to said date, the City shall provide the Annual Report of the City to the Dissemination Agent. In each case, the Annual Report of the City may be submitted as a single document or as separate documents comprising a package, and may include by reference other information as provided in Section 4 of this Disclosure Undertaking; provided that the audited financial statements of the City may be submitted separately from the balance of the Annual Report, and later than the date required above for the filing of the Annual Report if they are not available by that date. If the City's fiscal year changes, it shall give notice of such change in the same manner as for Listed Event under Section 5(e).

(b) If by fifteen (15) Business Days prior to the date specified in Section 3(a) for providing the Annual Report of the City to the MSRB, the Dissemination Agent has not received a copy of the Annual Report of the City, the Dissemination Agent shall contact the City to determine if the City is in compliance with Section 3(a).

(c) If the Dissemination Agent is unable to verify that the Annual Report of the City has been provided to the MSRB by the dates required in Section 3(a), the Dissemination Agent shall, in a timely manner, send a notice of a failure to file the Annual Report to the MSRB in an electronic format.

(d) The Dissemination Agent shall:

(i) determine each year prior to the dates for providing the Annual Report of the City, the website address to which the MSRB directs the Annual Report to be submitted; and

(ii) file reports with the City, as appropriate, certifying that their Annual Report has been provided pursuant to this Disclosure Undertaking, stating the date it was provided and listing the website address to which it was provided.

Section 4. Content of Annual Reports. The Annual Report of the City shall contain or incorporate by reference the following:

(a) A copy of its annual financial statements prepared in accordance with generally accepted accounting principles and audited by a certified public accountant or a firm of certified public accountants. If the City's audited annual financial statements are not available by the time specified in Section 3(a) above, unaudited financial statements will be provided as part of the Annual Report of the City and audited financial statements will be provided when and if available.

(b) An update of the financial and operating information in the Official Statement relating to the City of the type contained in the tables entitled ["SECURITY FOR THE SERIES 2025 BONDS—Historical Pledged Tax Revenues," and "FINANCIAL INFORMATION REGARDING LEHI CITY—Outstanding Obligations of the City."]

Any or all of the items listed above may be included by specific reference to other documents, including Official Statements of debt issues of the City, as appropriate or related public entities, which have been submitted to the MSRB or the Securities and Exchange Commission. If the document included by reference is a final Official Statement, it must be available from the MSRB. The City, as appropriate, shall clearly identify each such other document so incorporated by the reference.

Section 5. Reporting of Significant Events.

(a) Pursuant to the provisions of this Section 5(a), the City shall give or cause to be given, notice of the occurrence of any of the following Listed Events with respect to the Series 2025 Bonds in a timely manner but not more than ten (10) Business Days after the event:

(i) Principal and interest payment delinquencies;

(ii) Unscheduled draws on debt service reserves reflecting financial difficulties;

(iii) Unscheduled draws on credit enhancements reflecting financial difficulties;

(iv) Substitution of credit or liquidity providers, or their failure to perform;

(v) Adverse tax opinions or the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Series 2025 Bonds;

(vi) Defeasances;

(vii) Tender offers;

(viii) Bankruptcy, insolvency, receivership or similar proceedings;

(ix) Rating changes; or

(x) Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the City, any of which reflect financial difficulties.

(b) Pursuant to the provisions of this Section 5(b), the City shall give or cause to be given, notice of the occurrence of any of the following Listed Events with respect to the Series 2025 Bonds in a timely manner not more than ten (10) Business Days after the Listed Event, if material:

(i) Mergers, consolidations, acquisitions, the sale of all or substantially all of the assets of the City or their termination;

(ii) Appointment of a successor or additional trustee or the change of the name of a trustee;

(iii) Non-payment related defaults;

(iv) Modifications to the rights of the owners of the Series 2025 Bonds;

(v) Series 2025 Bond calls;

(vi) Release, substitution or sale of property securing repayment of the Series 2025 Bonds; or

(vii) Incurrence of a Financial Obligation of the City or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the City, any of which affect security holders.

(c) Whenever the City obtains knowledge of the occurrence of a Listed Event under Section 5(b), whether because of a notice from the Trustee or otherwise, the City shall as soon as possible determine if such event would be material under applicable federal securities laws.

(d) If the City has determined that knowledge of the occurrence of a Listed Event under Section 5(b) would be material under applicable federal securities laws, the City shall promptly notify the Dissemination Agent in writing. Such notice shall instruct the Dissemination Agent to report the occurrence pursuant to subsection (f).

(e) If the City determines that the Listed Event under Section 5(b) would not be material under applicable federal securities laws, the City shall so notify the Dissemination Agent in writing and instruct the Dissemination Agent not to report the occurrence pursuant to subsection (f).

(f) If the Dissemination Agent has been instructed by the City to report the occurrence of a Listed Event, the Dissemination Agent shall file a notice of such occurrence with the MSRB in an electronic format in a timely manner not more than ten (10) Business Days after the Listed Event.

Section 6. Termination of Reporting Obligation. The City's obligations under this Disclosure Undertaking shall terminate upon the legal defeasance, prior redemption or payment in full of all of the Series 2025 Bonds. If such termination occurs prior to the final maturity of the Series 2025 Bonds, the City shall give notice of such termination in the same manner as for a Listed Event under Section 5(f).

Section 7. Dissemination Agent. The City may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Disclosure Undertaking, and may discharge any such Dissemination Agent, with or without appointing a successor Dissemination Agent. The City will serve as the initial Dissemination Agent under this Disclosure Undertaking.

Section 8. Amendment; Waiver. Notwithstanding any other provision of this Disclosure Undertaking, the City and the Trustee may amend this Disclosure Undertaking and any provision of this Disclosure Undertaking may be waived, provided that the following conditions are satisfied:

(a) If the amendment or waiver relates to the provisions of Sections 3(a), 4, 5(a) or 5(b), it may only be made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature or status of an "obligated person" (as defined in the Rule) with respect to the Series 2025 Bonds, or the type of business conducted;

(b) The undertaking, as amended or taking into account such waiver, would, in the opinion of nationally recognized bond counsel, have complied with the requirements of the Rule at the time of the original issuance of the Series 2025 Bonds, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and

(c) The amendment or waiver either (i) is approved by the Holders of the Series 2025 Bonds in the same manner as provided in the Indenture for amendments to the Indenture with the consent of Holders, or (ii) does not, in the opinion of nationally recognized bond counsel, materially impair the interests of the Holders or Beneficial Owners of the Series 2025 Bonds.

In the event of any amendment or waiver of a provision of this Disclosure Undertaking, the City shall describe such amendment in the next Annual Report of the City, and shall include, as applicable, a narrative explanation of the reason for the amendment or waiver and its impact on the type (or in the case of a change of accounting principles, on the presentation) of financial information or operating data being presented by the City, as applicable. In addition, if the amendment relates to the accounting principles to be followed in preparing financial statements, (i) notice of such change shall be given in the same manner as for a Listed Event under Section 5(f), and (ii) the Annual Disclosure Report for the year in which the change is made should present a comparison (in narrative form and also, if feasible, in quantitative form) between the financial statements as prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles.

Section 9. Additional Information. Nothing in this Disclosure Undertaking shall be deemed to prevent the City from disseminating any other information, using the means of dissemination set forth in this Disclosure Undertaking or any other means of communication, or including any other information in any Annual Report or notice of occurrence of a Listed Event, in addition to that which is required by this Disclosure Undertaking. If the City chooses to include any information in any Annual Disclosure Report or notice of occurrence of a Listed Event in addition to that which is specifically required by this Disclosure Undertaking, the City shall have no obligation under this Disclosure Undertaking to update such information or include it in any future Annual Report or notice of occurrence of a Listed Event.

Section 10. Default. In the event of a failure of the City or the Dissemination Agent to comply with any provision of this Disclosure Undertaking, any Bondholder or Beneficial Owner of the Series 2025 Bonds may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the City or Dissemination Agent, as the case may be, to comply with its obligations under this Disclosure Undertaking. A default under this Disclosure Undertaking shall not be deemed an "event of default" under the Indenture or the Lease, and the sole remedy under this Disclosure Undertaking in the event of any failure of the City or the Dissemination Agent to comply with this Disclosure Undertaking shall be an action to compel performance.

Section 11. Duties Immunities and Liabilities of Dissemination Agent. The Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Undertaking, and the City agrees to indemnify and save the Dissemination Agent, its officers, directors, employees and agents, harmless against any loss, expense and liabilities which it may incur arising out of or in the exercise or performance of its powers and duties hereunder, including the costs and expenses (including attorneys' fees) of defending against any claim of liability, but excluding liabilities due to the Dissemination Agent's gross negligence or willful misconduct. The obligations of the City under this Section shall survive resignation or removal of the Dissemination Agent and payment of the Series 2025 Bonds.

Section 12. Beneficiaries. This Disclosure Undertaking shall inure solely to the benefit of the City, the Dissemination Agent, the Participating Underwriter and the Holders and Beneficial Owners from time to time of the Series 2025 Bonds, and shall create no rights in any other person or entity.

Section 13. Counterparts. This Disclosure Undertaking may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Date: _____, 2025.

LEHI CITY, UTAH

(SEAL)

By:_____
Mayor

Attest:

By:_____
City Recorder

APPENDIX F

FORM OF OPINION OF BOND COUNSEL

Upon the delivery of the Series 2025 Bonds, Gilmore & Bell, P.C., Bond Counsel to the City, proposes to issue its final approving opinion in substantially the following form.

Re: $_____ Lehi City, Utah Franchise and Sales Tax Revenue Bonds, Series 2025 (Broadband Project)

We have served as bond counsel to Lehi City, Utah (the "Issuer"), in connection with the issuance by the Issuer of the above-captioned bonds (the "Bonds"). In this capacity, we have examined the law and such certified proceedings, certifications and other documents as we have deemed necessary to give the opinions below.

The Bonds are issued pursuant to (i) the Local Government Bonding Act, Title 11, Chapter 14, Utah Code Annotated 1953, as amended, and other applicable provisions of law; (ii) a resolution of the city council of the City adopted on March 18, 2025; and (iii) a General Indenture of Trust dated as of March 1, 2021, as previously supplemented, and a Second Supplemental Indenture of Trust dated as of [April 1, 2025] (collectively, the "Indenture"), by and between the Issuer and U.S. Bank Trust Company, National Association, as trustee. Under the Indenture, the Issuer has pledged certain revenues [(including revenues from a sales tax pledge agreement dated as of [April 1, 2025] between the City and the Trustee)] (the "Revenues") for the payment of principal of, premium (if any), and interest on the Bonds when due.

Capitalized terms used and not otherwise defined in this opinion have the meanings assigned to those terms in the Indenture.

Regarding questions of fact material to the opinions below, we have relied on the representations of the Issuer contained in the Indenture, on the certified proceedings and other certifications of representatives of the Issuer and the certifications of others furnished to us without undertaking to verify them by independent investigation.

Based on the foregoing, we are of the opinion that:

1. The Issuer is validly existing as a political subdivision and body politic duly organized and validly existing under the constitution and laws of the State of Utah (the "State") with the power to execute the Indenture, perform the agreements on its part contained therein, and issue the Bonds.

2. The Indenture has been authorized, executed and delivered by the Issuer and constitutes a valid and binding agreement of the Issuer.

3. The Indenture creates a valid lien on the Revenues and other funds pledged by the Indenture for the security of the Bonds on a parity with other bonds, if any, issued or to be issued under the Indenture.

4. The Bonds have been duly authorized and executed by the Issuer, and are valid and binding limited obligations of the Issuer, payable solely from the Revenues and the other funds provided therefor in the Indenture. The Bonds do not constitute general obligations of the Issuer and do not constitute an indebtedness of the Issuer within the meaning of any State constitutional or statutory provision, limitation, or restriction. The Issuer's taxing power is not pledged to the payment of the Bonds.

5. The interest on the Bonds (i) is excludable from gross income for federal income tax purposes and (ii) is not an item of tax preference for purposes of computing the federal alternative minimum tax. The opinions set forth in this paragraph are subject to the condition that the Issuer complies with all requirements of the Internal Revenue Code of 1986, as amended, that must be satisfied subsequent to the issuance of the Bonds in order that interest thereon be, or continue to be, excludable from gross income for federal income tax purposes. The Issuer has covenanted to comply with all of these requirements. Failure to comply with certain of these requirements may cause

the interest on the Bonds to be included in gross income for federal income tax purposes retroactive to the date of issuance of the Bonds.

6. The interest on the Bonds is exempt from income taxation by the State.

The rights of the owners of the Bonds and the enforceability of the Bonds and the Indenture may be limited by bankruptcy, insolvency, reorganization, moratorium, and other similar laws affecting the rights and remedies of creditors, and by equitable principles, whether considered at law or in equity.

We express no opinion regarding (a) the accuracy, adequacy or completeness of the Official Statement or other offering material relating to the Bonds, except as may be set forth in our supplemental opinion of even date herewith, (b) the attachment, perfection, or priority of the lien on Revenues or other funds created by the Indenture, or (c) the tax consequences arising with respect to the Bonds other than as expressly set forth in this opinion letter.

The opinions given in this opinion letter are given as of the date set forth above, and we assume no obligation to revise or supplement them to reflect any facts or circumstances that may later come to our attention, or any changes in law that may later occur.

Respectfully submitted,

APPENDIX G

PROVISIONS REGARDING BOOK-ENTRY ONLY SYSTEM

DTC will act as securities depository for the Series 2025 Bonds. The Series 2025 Bonds will be issued as fully-registered securities registered in the name of Cede & Co. (DTC's partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered Bond certificate will be issued for each maturity of the Series 2025 Bonds, each in the aggregate principal amount of such maturity, and will be deposited with DTC.

DTC, the world's largest depository, is a limited-purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered pursuant to the provisions of section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments (from over 100 countries) that DTC's participants ("Direct Participants") deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry transfers and pledges between Direct Participants' accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations and certain other organizations. DTC is a wholly owned subsidiary of The Depository Trust & Clearing Corporation ("DTCC"). DTCC is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly ("Indirect Participants"). DTC has a rating of AA+ from S&P Global Ratings. The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at www.dtcc.com.

Purchases of Series 2025 Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for the Series 2025 Bonds on DTC's records. The ownership interest of each actual purchaser of each Bond ("Beneficial Owner") is in turn to be recorded on the Direct and Indirect Participants' records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Series 2025 Bonds are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in Series 2025 Bonds, except in the event that use of the book-entry system for the Series 2025 Bonds is discontinued.

To facilitate subsequent transfers, all Series 2025 Bonds deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of Series 2025 Bonds with DTC and their registration in the name of Cede & Co. or such other nominee do not effect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Series 2025 Bonds; DTC's records reflect only the identity of the Direct Participants to whose accounts such Series 2025 Bonds are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. Beneficial Owners of Series 2025 Bonds may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the Series 2025 Bonds, such as redemptions, tenders, defaults, and proposed amendments to the Bond documents. For example, Beneficial Owners of Series 2025 Bonds may wish to ascertain that the nominee holding the Series 2025 Bonds for their benefit has agreed to obtain and transmit notices to Beneficial

Owners. In the alternative, Beneficial Owners may wish to provide their names and addresses to the registrar and request that copies of notices be provided directly to them.

Redemption notices shall be sent to DTC. If less than all of the Series 2025 Bonds within an issue are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such issue to be redeemed.

Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to Series 2025 Bonds unless authorized by a Direct Participant in accordance with DTC's MMI Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to the City as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts Series 2025 Bonds are credited on the record date (identified in a listing attached to the Omnibus Proxy).

Redemption proceeds, distributions, and dividend payments on the Series 2025 Bonds will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detail information from the City or the Paying Agent, on payable date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC, the Paying Agent, or the City, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of redemption proceeds, distributions, and interest payments to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of the City or the Paying Agent, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

DTC may discontinue providing its services as depository with respect to the Series 2025 Bonds at any time by giving reasonable notice to the City or the Paying Agent. Under such circumstances, in the event that a successor depository is not obtained, Bond certificates are required to be printed and delivered.

The City may decide to discontinue use of the system of book-entry-only transfers through DTC (or a successor securities depository). In that event, Bond certificates will be printed and delivered to DTC.

The information in this section concerning DTC and DTC's book-entry system has been obtained from sources that the City believes to be reliable, but the City takes no responsibility for the accuracy thereof.

[APPENDIX H

SPECIMEN MUNICIPAL BOND INSURANCE POLICY]

Agenda Item No: 5

City Council Agenda Item Report

Meeting Date: March 18, 2025
Submitted By: Kate Morgan
Submitting Department:
Item Type: Presentation
Agenda Section: Regular Agenda

Subject:

Community Development Block Grant (CDBG)- Mountainland Association of Governments

a. Applicant Presentations

b. Consideration of Project Approval and Funding Allocation for the Community Development Block Grant

Suggested Action:

Attachments:

Lehi City_PY2025 Family Haven.pdf

Lehi City_PY2025 FriendsofUtahCountyChildren'sJusticeCenter.pdf

Lehi City_PY2025 Lehi Engineering.pdf

Lehi City_PY2025 Tabitha'sWayLocalFoodPantry.pdf

LehiCity_PY2025_30512_HolbrookCenter (2).pdf

LehiCity_PY2025_UnitedWayofUtahCountyVITA.pdf

FY25 Lehi CDBG application awards draft - Final allocation.pdf

A. Pre-Application

Completed by crosas@utahvalleyfamilysupport.org on 12/5/2024 4:53 PM

Case Id: 30492
Name: Family Haven - 2025
Address: 1255 N 1200 W, Orem, UT 84057

A. Pre-Application

Please provide the following information.

MAG
Expert Resources. Enriching Lives

LEHI CITY
CDBG PUBLIC
SERVICES

MAG
586 E 800 N
Orem, UT 84097
cdbg@magutah.gov

AGENCY INFORMATION

A.1. Agency Name
Utah Valley Family Support Center dba Family Haven

A.2. Address
1255 N 1200 W Orem, UT 84057

CONTACT PERSON INFORMATION

A.3. First Name
Camila

A.4. Last Name
Rosas

A.5. Address
1255 N 1200 W Orem, UT 84057

A.6. Email
crosas@family-haven.org

A.7. Phone Number
(801) 229-1181

PRE-APPLICATION QUESTIONS

A.8. Please provide a brief description of the project.
Clinical mental health services for North Utah County's low income households, specifically victims of abuse and domestic violence and families in crisis. Our agency focuses on client-focused therapy modalities and our specialties include play therapy, cognitive therapy, sand tray therapy, EMDR, and more. We provide weekly individual and family therapy as well as crisis services and other functional support services needed for families in crisis.

A.9. What will the approximate total cost of the project be?

$160,000.00

A.10 What is the CDBG amount requested ?
$25,000.00

A.11 What is the project service area?
North Utah County (Lehi, Saratoga Springs, Eagle Mountain), within range of our new Lehi facility.

A.12. Approximately how many clients will be served from the following communities with this project?

Location of CDBG Recipients	Number of CDBG Recipients
Orem	0
Provo	0
Lehi	50
Eagle Mountain	50
Utah County (excluding Orem Provo Lehi and Eagle Mountain)	50
Areas Outside of Utah County	0
Total	150

Pre-Application Assessment

Completed by csaldana@mountainland.org on 1/3/2025 9:46 AM

Case Id: 30492
Name: Family Haven - 2025
Address: 1255 N 1200 W, Orem, UT 84057

Pre-Application Assessment

If the applicant is not eligible, do not click "Complete & Submit". Please change status to "Application Denied" and add a note to Audit Log as to why the application is deemed Denied.

☑ **I certify that based on the Pre-Application, the applicant meets preliminary eligibility requirements for the Lehi City CDBG.**

Signature
Claudia Saldana
Electronically signed by csaldana@mountainland.org on 1/3/2025 9:45 AM

B. Agency Information

Completed by crosas@utahvalleyfamilysupport.org on 2/7/2025 12:55 PM

Case Id: 30492
Name: Family Haven - 2025
Address: 1255 N 1200 W, Orem, UT 84057

B. Agency Information

Please provide the following information.

ADDITIONAL AGENCY INFORMATION
FEDERALLY REQUIRED INFORMATION: (The following information is required by the U.S. Department of Housing and Urban Development (HUD) for reporting purposes.)

B.1. UEI Number
H77GE4TN4YM4

B.2. Federal Tax or Employer Identification Number (EIN):
870410605

B.3. Legal Status of Applying Organization:
501c3

B.4. Project Type:
Public Service

FINANCE DIRECTOR
B.5. First Name
Camila

B.6. Last Name
Rosas

B.7. Mailing Address
1255 N 1200 W Orem, UT 84057

B.8. Email Address
crosas@family-haven.org

B.9. Phone Number
(801) 229-1181

C. Proposed Project

Completed by crosas@utahvalleyfamilysupport.org on 2/7/2025 2:40 PM

Case Id: 30492
Name: Family Haven - 2025
Address: 1255 N 1200 W, Orem, UT 84057

C. Proposed Project

Please provide the following information.

Legal Status:
501c3

PROJECT DESCRIPTION
C.1. Provide a brief description of the project and targeted clients/beneficiaries.
This is a 12 week clinical treatment and psychoeducation program for victims of child abuse and their parents or caregivers. The child will receive weekly individual therapy with a clinician at one of our facilities where, depending on their age and their treatment plan, they can receive play therapy, art therapy or sand tray therapy as needed and determined by the provider or clinical supervisor. The same provider will meet weekly with the victim's parents or caregivers to review parenting skills, establish tools for creating healthy family dynamics, and to discuss specific concerns about their child. Working with both parents and child simultaneously allows the clinician to guide the entire family unit through the transition and ensure better outcomes for the victim, their parents, and for the rest of the family, as well as to prevent future instances of abuse. The provider will use play therapy and other experiential techniques such as art and sand tray therapy provide the buffer that allows children to engage with their trauma without becoming re-traumatized by being forced to talk about it. Children, and even adults, who experience some type of trauma do so through their senses rather than through the cognitive parts of their brain. Using experiential methods helps the individual, regardless of their age, to confront the trauma, learn from the experience, and move forward with their lives. Parent child relationship methods including Filial Therapy and Relationship Enhancement (based upon Theraplay) help to improve the relationship between parents and children and give parents the skills needed to assist children throughout the growing up years with emotion regulation, cognitive distortions, and behavioral difficulties.

C.2. What is the approximate total project cost?
$72,000.00

C.3. What is the requested grant amount?
$5,000.00

C.4. Describe the geographic area/address of the area being served, or describe the beneficiaries being served (ex: senior center serving residents from Springville and Spanish Fork).
The project will be housed at the new Family Haven building in Lehi, which will serve North Utah County families in Eagle Mountain, Saratoga Springs and surrounding cities. We will also have these services available in our Orem facility, with easy access for Springville, Provo, Orem and surrounding cities.

PROJECT NEED
C.5. Describe the need for your project. What problem(s) will this address? How will residents, the community,

and/or clients benefit if your project is funded?

Many social issues facing residents of our community stem from, or can be linked to, adverse childhood experiences (ACEs), or childhood trauma and abuse. These issues include lack of school readiness or engagement, substance use or drug addiction, and depression and suicide. However, children are resilient. When given opportunities to heal from trauma and tools to protect themselves from abuse happening in the first place, they begin to flourish and find ways to move forward with their lives. Family Haven has been providing clinical and family support services to Utah County families for decades, and this program is a more comprehensive clinical and educational approach to assisting victims and parents to prevent further behavioral, cognitive, emotional, and physical effects to themselves, the rest of the family, and future generations. This leads to a healthier, happier community and society overall. During the 2022 FY, 79% of families with a DCFS supported case of abuse or neglect were referred to community services like us. Due to the nature of our target population and their income status, many parents, who are often victims themselves, struggle to provide their children with the benefit of professional help without financial ability to do so. This project directly impacts them and their ability to receive services.

C.6. What supporting evidence and/or data do you have to substantiate this need?

Utah statistics also continue to indicate an alarming number of child abuse and neglect cases with 8,791 confirmed child victims of abuse or neglect last year. An estimated 20% of the state's total abuse victims (1,758), or approximately 5 children each day, reside in our agency's purported service area. The 2022 United Way Community Needs Assessment found, "The percentage of grade 6 students who reported seriously considering suicide has increased from 8.2 percent in 2017 to 12.6 percent in 2021; this is the group with the largest increase." Abuse continues to increase and the state of adolescent mental health is correspondingly getting poorer and poorer. The landmark study known as the ACE Study (Adverse Childhood Experiences) has broadened our understanding of the immediate and long-lasting negative effects of child abuse and neglect, along with other adverse experiences. The Utah County Department of Health IBIS survey found that, "In 2020, 18.4 percent of adults in Utah County reported experiencing four or more ACEs. This is up from 9.9 percent in 2013." One in five adults in Utah County with a score of four or more is very concerning, because while each individual ACE is a tragedy, the compounding effect of multiple ACEs for one person is devastating. If this statistic is transposed to children, there are many children in our community experiencing multiple childhood traumas and abuse simultaneously in desperate need of intervention to start on a path of hope and healing.

PROJECT BENEFICIARIES

C.7. ELIGIBLE BENEFICIARIES MUST LIVE IN THE AREA(S) LISTED BELOW. Approximately how many clients will be served from the following communities with this project?

Organization/Nonprofits

Location of CDBG Recipients	Number of CDBG Recipients
Orem	50
Provo	62
Lehi	20
Eagle Mountain	8
Utah County (excluding Orem Provo Lehi and Eagle Mountain)	60
Areas Outside of Utah County	0
Total	200

Cost per beneficiary (CDBG request amount divided by the number of beneficiaries)

$193.80

C.8. LOW-MODERATE INCOME BREAKDOWN: Based on HUD LMI guidelines, calculate the breakdown of LMI persons your project will serve. The percent of total beneficiaries is calculated by dividing the number of persons served in an income category by the total number of persons served and multiplying by 100.

AMI	Number to be Served	Percentage
81%+ AMI	65	32.56%
51-80% AMI	64	31.94%
31-50% AMI	27	13.82%
0-30% AMI	44	21.68%
Total	200	

C.9. Describe how beneficiary figures were obtained or data sources used.
These figures were obtained by analyzing data collected through self-reporting of clients that were served at our agency in similar programs over the last eight months. Special attention was given to families who expressed interest in a more comprehensive program with additional supports and to those for whom transportation is a barrier to services.

PROJECT OBJECTIVES AND OUTCOMES
C.10. Please select the performance objective from the drop down menu:

- **Create Suitable Living Environments: Activities that benefit communities/families/individuals by addressing issues in their living environments.**
- **Create Economic Opportunities: Activities related to economic development, job creation, or commercial revitalization.**
- **Provide Decent Affordable Housing: Activities that increase supply of available, accessible, and affordable housing.**

Create Suitable Living Environments

C.11. Please select the project performance measurement outcome that most accurately describes what will be accomplished by carrying out this activity from the drop down menu:

- **Availability/Accessibility: Activities that make services, infrastructure, housing, and shelter available and accessible. Note that accessibility does not only refer to physical barriers.**
- **Affordability: Activities that improve, create, or provide decent, safe, and sanitary housing to limited/low-mod clientele.**
- **Sustainability: Activities that provide, create, or retain longevity or sustainability.**

Availability/Accessibility: Activities that make services, infrastructure, housing, and shelter available and accessible. Note that accessibility does not only refer to physical barriers

C.12. Describe your project outcomes and how you will measure them?
Individual and family treatment plans specifying measurable goals and the method(s) by which treatment objectives may be addressed will be developed for each client participating in the program. Progress is documented after each session, and goals are reviewed, at minimum, on a quarterly basis. Progress notes (DAP format--Data, Assessment, Plan) documenting services provided and results obtained will be kept in an individual file to be kept at the agency for at least five years. Also, clients' progress will be monitored through a behavior check list (linked to DSM-V diagnoses),

or directly from the DSM-V manual, particularly as those behaviors and other symptoms relate to the traumatic experience. As the criteria decrease, it is assumed that the client is working toward resolution of the difficulties created by the traumatic event. In addition, participants are periodically asked to complete anonymous questionnaires which assist in the evaluation of the program's effectiveness and to identify areas where improvement is needed. These evaluations are quantifiable in nature and provide information regarding the more global aspects of healing. Previous survey results indicate clients' ability to identify areas of personal growth, an increase in knowledge of abuse dynamics related to the individual and family, an increased understanding of the healing process, and a decrease in negative physical health symptoms since participating in the therapeutic process.

C.13. Does receiving funding from one CDBG entitlement (example: Provo) allow you to provide a benefit to clients in some or all entitlement communities (Provo, Orem, Lehi, Eagle Mountain and Utah County)?
Yes

If so, please explain:
All funding for this program will contribute to establishing a higher standard of care for Utah County clients. However, this program design and success is reliant on the geographical location and accessibility of the services, which would be affected by the funding received from different entitlement areas. The program design and budget as presented would allow for maximum benefit to all Provo, Orem, Lehi, Eagle Mountain and Utah County communities.

D. Project Scope

Completed by jchristensen@utahvalleyfamilysupport.org on 2/7/2025 2:55 PM

Case Id: 30492
Name: Family Haven - 2025
Address: 1255 N 1200 W, Orem, UT 84057

D. Project Scope

Please provide the following information.

PROJECT BUDGET & TIMELINE
Please Note: The total in table D.1 should match the total in table D.2

D.1. Budget - Indicate your estimated project budget and funding sources. Please include this CDBG request in your budget and provide specific details about other funding sources, including the name of the agency or program (sources may include: other HUD, non-HUD federal, state, local, private, other) Total project cost should equal the sum of all listed sources of funds:

Funding Source	Committed	Non-Committed
Behavioral Health Network	$12,000.00	$0.00
DHHS	$5,000.00	$0.00
Unrestricted donations	$5,000.00	$0.00
CBDG-Lehi request	$0.00	$5,000.00
CDBG- other requests	$0.00	$45,000.00
TOTAL	$22,000.00	$50,000.00

D.2 Please enter a specific and detailed line-item budget for this proposed project.

Item Description	CDBG Funds	Other Funds	Total
Provider wages	$5,000.00	$45,880.00	$50,880.00
Administrative Support wages	$0.00	$7,000.00	$7,000.00
Payroll costs (taxes, fees)	$0.00	$5,220.00	$5,220.00
Software	$0.00	$2,400.00	$2,400.00
Space Cost	$0.00	$3,500.00	$3,500.00
Equipment & Supplies	$0.00	$3,000.00	$3,000.00
TOTAL	$5,000.00	$67,000.00	$72,000.00

D.3. Describe how project cost figures were obtained and the data source used.
The cost of this program was determined based on current and potential staff wages, as well as current resources available for redeployment to this project. This project was created as an enhancement of current programs and services provided at Family Haven so all costs are known to the organization and all compliance, supervisory and licensing requirements are already in place. Leveraging current staff and resources was instrumental in keeping the

program cost low and maximizing impact per dollar amount spent.

D.4. Project Timeline: Please provide a detailed timeline of all project activities and milestones.

Approximate Start Date	Approximate End Date	Milestone/Activities	Notes
07/01/2025	09/16/2025	Identify program participants, establish eligibility and administer pre-tests. Train new providers and administrative support as needed.	
09/17/2025	12/10/2025	First cohort receiving services. Ongoing recruiting for future providers and outreach for future participants.	
01/07/2026	04/01/2026	Second cohort receiving services, evaluation of the first cohort's experience and follow up with participants with post-tests. Ongoing recruiting for future providers and outreach to future participants.	
04/08/2026	06/30/2026	Third cohort receiving services, evaluation of the first cohort's experience and follow up with participants with post-tests. Ongoing recruiting for future providers and outreach to future participants.	

D.5 Outreach: Please describe outreach and marketing efforts for the proposed service/activity/project. Please include any outreach efforts to the marginalized communities CDBG funds strive to assist.

Family Haven participates in health fairs and community resource events as well as connecting with other agencies in the area to secure referrals to our programs. We have a growing social media presence and will use all of those mediums to market this new program. We are planning outreach to local school community resource managers as

well as featuring this program offer in our lobby and to clients of our other family support programs.

E. Program Sustainability and Past Performance

Case Id: 30492
Name: Family Haven - 2025
Address: 1255 N 1200 W, Orem, UT 84057

Completed by crosas@utahvalleyfamilysupport.org on 2/7/2025 3:05 PM

E. Program Sustainability and Past Performance

Please provide the following information.

PROGRAM SUSTAINABILITY

E.1. If funded, please describe how you would continue to implement the project/program if CDBG funds are not available in future years. Enter N/A for one-time projects.

As a nonprofit, the agency constantly seeks a variety of funding sources to assist as many as possible with limited resources. Unfortunately, because the number of families whose lives have been negatively affected by abuse, neglect, and trauma continues to rise, priority must be given to those with the most critical needs. While the agency works to creatively find funding and provide services to as many as possible, an unfortunate reality is that some requests must go unmet, or, at least for a time, be held on a waiting list until funding opportunities become available. During this waiting period, other agency services are offered to assist the individual and family in other appropriate ways. Without the assistance of CDBG funds, other funding sources would be leveraged to continue providing treatment to this population. Contributions from both private individuals and corporations, grants from foundations, and revenue from insured payers can contribute to continuing the program. However, services would not be provided at the same volume we are currently able to provide, and some LMI residents would be left without alternatives.

E.2. In the event that your request is not fully funded, please prioritize your needs including amounts and address if the project will go forward if funds are not awarded.

The project will be implemented if not fully funded, through the support from other sources. However, ease of access will be dependent on the award amount. While any award amount will be applied toward program cost, priority will be given to the funder's target demographic.

E.3. What is the minimum feasible grant award amount needed to complete this project?

$5,000.00

PAST AWARDS AND PERFORMANCE

E.4. Please list prior funding in the table below. For the "Project" column, please describe all CDBG-funded projects for that year. Enter "N/A" if you did not receive funding that year.

Funding Year	Award Amount	Project
FY2020	$19,670.00	individual and family therapy services.
FY2021	$20,000.00	individual and family therapy services.
FY2022	$24,905.00	individual and family therapy services.
FY2023	$23,000.00	individual and family therapy services.
FY2024	$23,208.09	individual and family therapy services.
	$110,783.09	

E.5. If your organization has received a past CDBG award please assess your project accomplishments and your

grant management performance.
Family Haven has received support from CDBG to ensure accessibility to our individual therapy services for victims of child abuse. Over time, we have noticed downward trends in our project accomplishments and we designed this program as a more efficient and effective plan to address the same issue, with a much higher impact per dollar than individual therapy with the child only, and with a 12 week structure, which gives the program clear evaluation standards and scalability options.

E.6. Describe your organizational capabilities. How experienced are your staff with managing federal grants? Do you have financial systems and controls in place to comply with federal financial management requirements at 2 CFR 200? How are people and resources brought together to accomplish the project?
Family Haven has long standing relationships with many grantors and payers that require cyclical reporting and reimbursement requests as well as compliance with 2 CFR 200. Our programs are implemented by licensed, experienced clinicians in full compliance with Utah law and they are administered by staff trained in the processes of each grant and contract as well as the reporting required by each funding source. The provider and administrative staff management collaborate in the creation and evaluation of all programs as well as the training of new staff.

F. Required Documentation

Completed by crosas@utahvalleyfamilysupport.org on 2/7/2025 3:42 PM

Case Id: 30492
Name: Family Haven - 2025
Address: 1255 N 1200 W, Orem, UT 84057

F. Required Documentation

Please provide the following information.

Legal Status:
501c3

☐ **Agency brochure**
***No files uploaded*

☑ **Articles of incorporation (non-profits)** ***Required**
UVFSC Articles of Incorporation.pdf

☑ **Bylaws (non-profits)** ***Required**
2023 Bylaws of UVFSC.pdf

☑ **Engineer's cost estimate (construction/capital projects)** ***Required**
NA.pdf

☑ **Federal tax exemption determination letter (non-profits)** ***Required**
2024 IRS 501c3 Determination Letter.pdf

☑ **Financial statement and most recent audit** ***Required**
2023 Family Haven Audited Financial Statements and Single Audit.pdf

☐ **Income, residency, and race surveys and methodology or data with source**
***No files uploaded*

☑ **Letter(s) of Support from Board of Directors, OR Mayor, OR City Council (This letter confirms that the board/mayor/city council is aware that this application is being submitted and supports the project request.) *Required**

2022.02.10 Board Meeting Minutes.pdf

☑ **List of Board of Directors (non-profits) *Required**

2024.09 Family Haven Board Roster.pdf

☐ **Photographs, maps, or other documentation**

**No files uploaded*

☑ **Program policies and procedures (Required if changes/updates since last application) *Required**

NA.pdf

☑ **W-9 *Required**

2025 W9 Family Haven.pdf

Submit

Completed by crosas@utahvalleyfamilysupport.org on 2/7/2025 4:04 PM

Case Id: 30492
Name: Family Haven - 2025
Address: 1255 N 1200 W, Orem, UT 84057

Submit

Once an application is submitted, it can only be "Re-opened" by an Administrator.

The applicant acknowledges and understands that the Grantor is relying on the information provided herein in deciding to award a grant. The applicant represents, warrants, and certifies that the information provided herein is true, correct, and complete. The applicant agrees to notify the Grantor immediately and in writing of any material adverse change (1) in any of the information contained in the application, (2) in the financial condition of any of the undersigned, or (3) in the ability of the undersigned to perform its (or the) obligations to the Grantor. In the absence of such notice or a new and full written statement, this should be considered as a continuing statement and substantially correct. Misrepresentations in the application or in communication with program staff may result in forfeiture of the award.

☑ **I/We understand that Title 18, Section 1001 of the U.S. Code makes it a criminal offense to knowingly and willingly make fraudulent statements or misrepresentations of any material fact in the use of or obtaining the use of federal funds. If you knowingly and willingly make fraudulent statements or misrepresentations of any material fact in the use of or obtaining the use of federal funds you may be fined under this title or imprisoned not more than 5 years, or both.**

Signature
Camila Rosas
Electronically signed by crosas@utahvalleyfamilysupport.org on 2/7/2025 4:03 PM

Date
02/07/2025

A. Pre-Application

Completed by rebeccam@utahcounty.gov on 12/2/2024 1:56 PM

Case Id: 30466
Name: Friends of Utah County Children's Justice Center
Address: 315 South 100 East, Provo, UT 84606

A. Pre-Application

Please provide the following information.

MAG
Expert Resources. Enriching Lives

LEHI CITY
CDBG PUBLIC
SERVICES

MAG
586 E 800 N
Orem, UT 84097
cdbg@magutah.gov

AGENCY INFORMATION

A.1. Agency Name
Friends of Utah County Children's Justice Center

A.2. Address
315 South 100 East Provo, UT 84606

CONTACT PERSON INFORMATION

A.3. First Name
Rebecca

A.4. Last Name
Martell

A.5. Address
315 South 100 East Provo, UT 84606

A.6. Email
RebeccaM@utahcounty.gov

A.7. Phone Number
(801) 851-8505

PRE-APPLICATION QUESTIONS

A.8. Please provide a brief description of the project.
Funding to provide evidence-based, age-appropriate trauma specific mental health treatment access for child abuse victims and families, who reside in Lehi city. These children/families have been impacted by serious sexual and physical abuse and do not have means to access critically needed therapy.

A.9. What will the approximate total cost of the project be?
$60,000.00

A.10 What is the CDBG amount requested ?
$5,000.00

A.11 What is the project service area?
This project will serve child victims residing in the city of Lehi. This victimization could include child victims of sexual abuse, severe physical abuse, and other violent crimes against children, child pornography, trafficking, stalking, domestic violence, and other violent crimes. Our programs also serve family members who are traumatized as secondary victims. Child victims (0 to 18 years of age) and their families are referred to the Children's Justice Center by local law enforcement agencies, the Division of Child and Family Services, medical providers, victim advocates, probation and parole agencies, community therapists, clergy, and other community professionals.

A.12. Approximately how many clients will be served from the following communities with this project?

Location of CDBG Recipients	Number of CDBG Recipients
Orem	150
Provo	150
Lehi	50
Eagle Mountain	50
Utah County (excluding Orem Provo Lehi and Eagle Mountain)	350
Areas Outside of Utah County	50
Total	800

Pre-Application Assessment

Completed by csaldana@mountainland.org on 1/3/2025 9:48 AM

Case Id: 30466
Name: Friends of Utah County Children's Justice Center
Address: 315 South 100 East, Provo, UT 84606

Pre-Application Assessment

If the applicant is not eligible, do not click "Complete & Submit". Please change status to "Application Denied" and add a note to Audit Log as to why the application is deemed Denied.

☑ **I certify that based on the Pre-Application, the applicant meets preliminary eligibility requirements for the Lehi City CDBG.**

Signature
Claudia Saldana
Electronically signed by csaldana@mountainland.org on 1/3/2025 9:48 AM

B. Agency Information

Completed by rebeccam@utahcounty.gov on 1/31/2025 4:39 PM

Case Id: 30466
Name: Friends of Utah County Children's Justice Center
Address: 315 South 100 East, Provo, UT 84606

B. Agency Information

Please provide the following information.

ADDITIONAL AGENCY INFORMATION
FEDERALLY REQUIRED INFORMATION: (The following information is required by the U.S. Department of Housing and Urban Development (HUD) for reporting purposes.)

B.1. UEI Number
GPR4F9VBWMC7

B.2. Federal Tax or Employer Identification Number (EIN):
87-0491594

B.3. Legal Status of Applying Organization:
501c3

B.4. Project Type:
Public Service

FINANCE DIRECTOR
B.5. First Name
Susan

B.6. Last Name
Chasson

B.7. Mailing Address
315 South 100 East Provo, UT 84606--1834

B.8. Email Address
susanch@utahcounty.gov

B.9. Phone Number
(801) 851-8554

C. Proposed Project

Completed by rebeccam@utahcounty.gov on 1/31/2025 4:41 PM

Case Id: 30466
Name: Friends of Utah County Children's Justice Center
Address: 315 South 100 East, Provo, UT 84606

C. Proposed Project

Please provide the following information.

Legal Status:
501c3

PROJECT DESCRIPTION
C.1. Provide a brief description of the project and targeted clients/beneficiaries.
The requested funding is to facilitate access to evidence-based, age-appropriate, trauma-specific mental health treatment for child abuse victims and their families residing in Lehi. These children and families have experienced severe sexual or physical abuse and lack the means to access the crucial therapy they urgently need. The Children's Justice Center works within a multidisciplinary team which includes child protective services, law enforcement, county attorneys, and victim advocates. Members of the multidisciplinary team ensure that the child victims they assist are referred to the therapy services provided by the CJC.

C.2. What is the approximate total project cost?
$60,000.00

C.3. What is the requested grant amount?
$5,000.00

C.4. Describe the geographic area/address of the area being served, or describe the beneficiaries being served (ex: senior center serving residents from Springville and Spanish Fork).
The requested funding is to facilitate access to evidence-based, age-appropriate, trauma-specific mental health treatment for child abuse victims and their families residing in Lehi. These children and families have experienced severe sexual or physical abuse and lack the means to access the crucial therapy they urgently need.

PROJECT NEED
C.5. Describe the need for your project. What problem(s) will this address? How will residents, the community, and/or clients benefit if your project is funded?
Research indicates that when a child undergoes an Adverse Childhood Experience (ACE), such as severe physical or sexual abuse, they are at a heightened risk of developing long-term complications. According to the ACE study, untreated childhood abuse can lead to various long-term risks, including substance abuse, health issues, academic struggles, suicide, mental illness, criminal behavior, vocational instability, marital problems, promiscuity, unintended pregnancies, and an elevated likelihood of perpetuating abuse in future generations. The untreated trauma experienced during childhood imposes significant costs on our communities, estimated to be in the billions, as we grapple with the physical health, mental health, and criminal justice burdens it imposes on society. The enduring effects of childhood trauma profoundly impact our communities, making it imperative for victims to receive timely and specialized treatment to mitigate potential long-term repercussions. This approach is not only in the best interest of the individual child and their family but also serves the greater good of the community. Source: National Center for

C.6. What supporting evidence and/or data do you have to substantiate this need?

In cases of child sexual abuse, the physical harm inflicted upon the child may appear minimal at first glance, yet the ensuing psychological toll can be profound if adequate support and understanding are not provided. The CDC-Kaiser Permanente Adverse Childhood Experience (ACE) study, among the most extensive investigations into the long-term repercussions of childhood abuse, underscores how exposure to ACEs detrimentally affects both short-term and enduring mental and physical health. Timely intervention, through trauma-informed therapeutic treatments tailored to the unique needs of the child and their family, holds the key to mitigating the symptoms of PTSD, depression, anxiety, and other behavioral issues. By addressing these challenges early on, the long-term health and behavioral risks associated with childhood abuse can be significantly reduced. The CDC emphasizes the wealth of evidence underscoring the critical importance of intervening in cases of abuse and neglect, both for survivors and those at risk of perpetrating harm. It is imperative that we do not wait until childhood victims reach adulthood to address the ramifications of their trauma. Instead, we must take proactive steps to prevent harm by providing immediate support and intervention. Source: National Center for Injury Prevention and Control, Division of Violence Prevention

PROJECT BENEFICIARIES

C.7. ELIGIBLE BENEFICIARIES MUST LIVE IN THE AREA(S) LISTED BELOW. Approximately how many clients will be served from the following communities with this project?

Organization/Nonprofits

Location of CDBG Recipients	Number of CDBG Recipients
Orem	150
Provo	150
Lehi	50
Eagle Mountain	50
Utah County (excluding Orem Provo Lehi and Eagle Mountain)	350
Areas Outside of Utah County	50
Total	800

Cost per beneficiary (CDBG request amount divided by the number of beneficiaries)

$75.00

C.8. LOW-MODERATE INCOME BREAKDOWN: Based on HUD LMI guidelines, calculate the breakdown of LMI persons your project will serve. The percent of total beneficiaries is calculated by dividing the number of persons served in an income category by the total number of persons served and multiplying by 100.

AMI	Number to be Served	Percentage
81%+ AMI	0	0.00%
51-80% AMI	12	25.00%
31-50% AMI	22	45.00%
0-30% AMI	16	30.00%
Total	50	

C.9. Describe how beneficiary figures were obtained or data sources used.

Child abuse victims are presumed eligible LMI. Income verification forms are collected at time of assessment.

PROJECT OBJECTIVES AND OUTCOMES

C.10. Please select the performance objective from the drop down menu:

- **Create Suitable Living Environments: Activities that benefit communities/families/individuals by addressing issues in their living environments.**
- **Create Economic Opportunities: Activities related to economic development, job creation, or commercial revitalization.**
- **Provide Decent Affordable Housing: Activities that increase supply of available, accessible, and affordable housing.**

Create Suitable Living Environments

C.11. Please select the project performance measurement outcome that most accurately describes what will be accomplished by carrying out this activity from the drop down menu:

- **Availability/Accessibility: Activities that make services, infrastructure, housing, and shelter available and accessible. Note that accessibility does not only refer to physical barriers.**
- **Affordability: Activities that improve, create, or provide decent, safe, and sanitary housing to limited/low-mod clientele.**
- **Sustainability: Activities that provide, create, or retain longevity or sustainability.**

Availability/Accessibility: Activities that make services, infrastructure, housing, and shelter available and accessible. Note that accessibility does not only refer to physical barriers

C.12. Describe your project outcomes and how you will measure them?

The funding will be allocated to facilitate access to essential mental health treatment for child victims and families who lack alternative means of accessing appropriate therapy for the psychological trauma they have endured. Evidence based, age-appropriate therapy will be provided to nearly 60 child victims and secondary victims through trauma trained community therapists. As new child victims reach out to the Children's Justice Center for assistance with trauma therapy services, we will assess their families and make suitable treatment referrals. For families lacking other resources, we will require them to complete CDBG Income Verification Statements and connect them with trauma trained therapists in the community who have agreed to offer services at a 50% reduced rate. Therapists will then submit quarterly bills for services rendered. The success of the program will be measured by the number of victims served and the total therapy hours provided to those victims.

C.13. Does receiving funding from one CDBG entitlement (example: Provo) allow you to provide a benefit to clients in some or all entitlement communities (Provo, Orem, Lehi, Eagle Mountain and Utah County)?

No

D. Project Scope

Completed by rebeccam@utahcounty.gov on 1/31/2025 4:42 PM

Case Id: 30466
Name: Friends of Utah County Children's Justice Center
Address: 315 South 100 East, Provo, UT 84606

D. Project Scope

Please provide the following information.

PROJECT BUDGET & TIMELINE
Please Note: The total in table D.1 should match the total in table D.2

D.1. Budget - Indicate your estimated project budget and funding sources. Please include this CDBG request in your budget and provide specific details about other funding sources, including the name of the agency or program (sources may include: other HUD, non-HUD federal, state, local, private, other) Total project cost should equal the sum of all listed sources of funds:

Funding Source	Committed	Non-Committed
Lehi CDBG	$0.00	$5,000.00
Other HUD (Eagle Mountain)	$0.00	$5,000.00
Joint CDBG	$0.00	$48,000.00
Watkins Foundation	$0.00	$2,000.00
TOTAL	$0.00	$60,000.00

D.2 Please enter a specific and detailed line-item budget for this proposed project.

Item Description	CDBG Funds	Other Funds	Total
Payment of direct therapy services for child abuse victims	$58,000.00	$0.00	$58,000.00
Therapy services donated at 50% of cost ($60,000)	$0.00	$0.00	$0.00
CJC administration and staff support ($10,000 in-kind)	$0.00	$0.00	$0.00
CJC facility and specialized treatment ($1,000)	$0.00	$0.00	$0.00
Other private donations for this project	$0.00	$2,000.00	$2,000.00
TOTAL	$58,000.00	$2,000.00	$60,000.00

D.3. Describe how project cost figures were obtained and the data source used.
Project cost figures are obtained from the therapy expenditures of previous years. The Friends of the Utah County CJC maintains accounting records detailing funds allocated towards therapeutic services for child victims and their

families.

D.4. Project Timeline: Please provide a detailed timeline of all project activities and milestones.

Approximate Start Date	Approximate End Date	Milestone/Activities	Notes
07/01/2025	06/30/2026	Treatment Assessments	Complete/Comply with CDBG requirements and child/family assessed for treatment needs.
07/01/2025	06/30/2026	Treatment Referrals	Treatment referrals for timely therapy as needed per individual victim.
07/01/2025	06/30/2026	Families Request Help	Families request grant funds for therapy and individuals approved.
07/01/2025	06/30/2026	Pay Billings	Will receive and pay billing requests from therapist and process payment.
07/01/2025	06/30/2026	Reports/Reimbursements	Will prepare and submit quarterly reports/requests for reimbursement.

D.5 Outreach: Please describe outreach and marketing efforts for the proposed service/activity/project. Please include any outreach efforts to the marginalized communities CDBG funds strive to assist.

The Children's Justice Center works within a multidisciplinary team which includes child protective services, law enforcement, county attorneys, and victim advocates. Members of the multidisciplinary team ensure that the victims they assist are referred to the therapy services provided by the CJC. The multidisciplinary team receives training, including new hire orientation and ongoing agency updates, on the therapeutic services available through our center.

E. Program Sustainability and Past Performance

Case Id: 30466
Name: Friends of Utah County Children's Justice Center
Address: 315 South 100 East, Provo, UT 84606

Completed by rebeccam@utahcounty.gov on 1/31/2025 4:44 PM

E. Program Sustainability and Past Performance

Please provide the following information.

PROGRAM SUSTAINABILITY

E.1. If funded, please describe how you would continue to implement the project/program if CDBG funds are not available in future years. Enter N/A for one-time projects.

The Children's Justice Center continuously seeks opportunities to diversify funding by applying for grants and soliciting donations. While we actively explore new avenues for financial support, the CJC also needs the ongoing backing from CDBG to ensure the provision of therapy services to the child victims and their families who seek assistance through the CJC. We are fortunate to have found additional support from other private foundations, such as the In-N-Out Foundation and Watkins Foundation, in recent years. Moving forward, we are committed to continuing our efforts to identify and secure additional funding sources. Our goal is to ensure that every child has immediate access to specialized trauma treatment, putting them on the best path to begin their journey toward healing.

E.2. In the event that your request is not fully funded, please prioritize your needs including amounts and address if the project will go forward if funds are not awarded.

Securing this funding is of the utmost urgency to ensure that each individual child abuse victim and their family can access the essential therapy required to address the trauma of child abuse. We are not seeking funding for a program; rather, we are advocating for funding to support low-income children and families who are unable to access necessary therapy without external assistance. Essentially, each child and family represent a "new service" in need of support, with each benefiting from accessing specialized, age-appropriate, evidence-based therapy vital for their healing and progression in life. This funding would enable 50 child victims of abuse in Lehi to receive over 142 hours of this critically needed treatment. Hundreds of children and families lack financial means to access the therapy they critically require. We are committed to utilizing all available resources, including private and community resources, before resorting to utilizing this funding for those without alternative means of accessing appropriate therapy. As the requested funding will be solely allocated to directly cover therapy costs for individuals in need, we will strive to serve as many as possible with the resources available to us. It's crucial to acknowledge that a reduction in funding directly translates to fewer children and families receiving essential therapy.

E.3. What is the minimum feasible grant award amount needed to complete this project?

$5,000.00

PAST AWARDS AND PERFORMANCE

E.4. Please list prior funding in the table below. For the "Project" column, please describe all CDBG-funded projects for that year. Enter "N/A" if you did not receive funding that year.

Funding Year	Award Amount	Project
FY2020	$64,997.00	$59,997 Utah County and Provo Joint CDBG $5,000 Lehi CDBG

FY2021	$55,000.00	$50,000 Utah County Joint CDBG $5,000 Lehi CDBG
FY2022	$49,295.00	$44,295 Utah County Joint CDBG $5,000 Lehi CDBG
FY2023	$62,000.00	$57,000 Utah County Joint CDBG $5,000 Lehi CDBG
FY2024	$57,272.00	$52,272 Utah County Joint CDBG $5,000 Lehi DCBG
	$288,564.00	

E.5. If your organization has received a past CDBG award please assess your project accomplishments and your grant management performance.

FY 2020 Utah County and Provo Joint CDBG awarded $59,997, 238 victims provided with 930 therapy services. Lehi CDBG awarded $5,000, 34 victims provided with over 142 therapy services. FY2021 Utah County Joint CDBG awarded $50,000, 373 victims served with 1,285 therapy services. Lehi CDBG awarded $5,000, 64 victims provided with over 142 therapy services. FY2022 Utah County Joint CDBG awarded $44,295, 318 victims served with 1,265 therapy services. Lehi CDBG awarded $5,000, 25 victims provided with over 142 therapy services. FY2023 Utah County Joint CDBG awarded $57,000 and spent down $41,054.48, 442 victims served with 557 therapy services. Lehi CDBG awarded $5,000, 33 victims served with 57 therapy services. FY2024 Utah County Joint CDBG awarded $52,272, 262 victims served will be provided 1,493 hours of therapy services. Lehi CDBG awarded $5,000, 12 victims served will be provided 142 hours of therapy services. The Utah County CJC has demonstrated a consistent history of submitting reports on time with proper documentation and data.

E.6. Describe your organizational capabilities. How experienced are your staff with managing federal grants? Do you have financial systems and controls in place to comply with federal financial management requirements at 2 CFR 200? How are people and resources brought together to accomplish the project?

The proposed mental health project is dedicated to improving availability and accessibility of appropriate mental health treatment for child victims, aiding in their recovery from trauma. Specially trained and experienced mental health providers are invited to contribute to the project by donating at least 50% of the fees typically charged for this specialized therapy. The Children's Justice Center (CJC) has established partnerships with community mental health professionals, enabling the delivery of theses essential services to our clients. Throughout the investigative process, the Utah County CJC staff will offer crisis intervention and emotional support to child victims and their affected family members. The project will assess the need for therapeutic intervention, and treatment referrals will be made for individual and/or group therapy tailored to the specific needs and age of the child. In cases where families encounter financial barriers hindering their access to necessary therapy for their child, the funding provided by this project will address this gap.

F. Required Documentation

Completed by rebeccam@utahcounty.gov on 1/31/2025 4:46 PM

Case Id: 30466
Name: Friends of Utah County Children's Justice Center
Address: 315 South 100 East, Provo, UT 84606

F. Required Documentation

Please provide the following information.

Legal Status:
501c3

☐ **Agency brochure**
***No files uploaded*

☑ **Articles of incorporation (non-profits)** ***Required**
Articles of Incorporation.pdf

☑ **Bylaws (non-profits)** ***Required**
By-Laws.pdf

☑ **Engineer's cost estimate (construction/capital projects)** ***Required**
Not a capital project.pdf

☑ **Federal tax exemption determination letter (non-profits)** ***Required**
State and Federal Tax Exemption Determination Letter.pdf

☑ **Financial statement and most recent audit** ***Required**
Balance Sheet.pdf
Friends of Utah County Children's Justice Center Audit.pdf

☐ **Income, residency, and race surveys and methodology or data with source**
***No files uploaded*

☑ **Letter(s) of Support from Board of Directors, OR Mayor, OR City Council (This letter confirms that the board/mayor/city council is aware that this application is being submitted and supports the project request.) *Required**

Letter of support for CDBG 2025.pdf

☑ **List of Board of Directors (non-profits) *Required**

Board Members.pdf

☐ **Photographs, maps, or other documentation**

**No files uploaded*

☑ **Program policies and procedures (Required if changes/updates since last application) *Required**

NO Update to P&P.pdf

☑ **W-9 *Required**

W-9 2025.pdf

W-9 Jill Smart.pdf

Submit

Completed by rebeccam@utahcounty.gov on 1/31/2025 4:46 PM

Case Id: 30466
Name: Friends of Utah County Children's Justice Center
Address: 315 South 100 East, Provo, UT 84606

Submit

Once an application is submitted, it can only be "Re-opened" by an Administrator.

The applicant acknowledges and understands that the Grantor is relying on the information provided herein in deciding to award a grant. The applicant represents, warrants, and certifies that the information provided herein is true, correct, and complete. The applicant agrees to notify the Grantor immediately and in writing of any material adverse change (1) in any of the information contained in the application, (2) in the financial condition of any of the undersigned, or (3) in the ability of the undersigned to perform its (or the) obligations to the Grantor. In the absence of such notice or a new and full written statement, this should be considered as a continuing statement and substantially correct. Misrepresentations in the application or in communication with program staff may result in forfeiture of the award.

☑ **I/We understand that Title 18, Section 1001 of the U.S. Code makes it a criminal offense to knowingly and willingly make fraudulent statements or misrepresentations of any material fact in the use of or obtaining the use of federal funds. If you knowingly and willingly make fraudulent statements or misrepresentations of any material fact in the use of or obtaining the use of federal funds you may be fined under this title or imprisoned not more than 5 years, or both.**

Signature
Rebecca Martell
Electronically signed by rebeccam@utahcounty.gov on 1/31/2025 4:46 PM

Date
01/31/2025

A. Pre-Application

Completed by sdaggs@lehi-ut.gov on 11/12/2024 11:33 AM

Case Id: 30434
Name: Lehi City -2025 - 2025
Address: 153 North 100 East, Lehi, UT 84043

A. Pre-Application

Please provide the following information.

MAG
Expert Resources. Enriching Lives

LEHI CITY
CDBG PUBLIC
SERVICES

MAG
586 E 800 N
Orem, UT 84097
cdbg@magutah.gov

AGENCY INFORMATION

A.1. Agency Name
Lehi City

A.2. Address
153 North 100 East Lehi, UT 84043

CONTACT PERSON INFORMATION

A.3. First Name
Stefanie

A.4. Last Name
Daggs

A.5. Address
153 North 100 East Lehi, UT 84043

A.6. Email
sdaggs@lehi-ut.gov

A.7. Phone Number
(385) 201-2523

PRE-APPLICATION QUESTIONS

A.8. Please provide a brief description of the project.
Add missing curb and gutter, sidewalk, and pavement on west side of 400 East between 300 North and 600 North. This road is well used by Lehi High School students and residents. This will help traffic interaction and add pedestrian ADA ramps. In the next few years, we would like to install curb & gutter, and sidewalk in the area between 200 East to 400 East, and between 300 North to State Street. With this allocation, we will want to concentrate on 400 East between 300 North to 600 North.

A.9. What will the approximate total cost of the project be?
$300,000.00

A.10 What is the CDBG amount requested ?
$300,000.00

A.11 What is the project service area?
400 East between 300 North and 600 North

A.12. Approximately how many clients will be served from the following communities with this project?

Location of CDBG Recipients	Number of CDBG Recipients
Orem	
Provo	
Lehi	2100
Eagle Mountain	
Utah County (excluding Orem Provo Lehi and Eagle Mountain)	
Areas Outside of Utah County	
Total	2,100

Pre-Application Assessment

Completed by csaldana@mountainland.org on 1/3/2025 9:47 AM

Case Id: 30434
Name: Lehi City -2025 - 2025
Address: 153 North 100 East, Lehi, UT 84043

Pre-Application Assessment

If the applicant is not eligible, do not click "Complete & Submit". Please change status to "Application Denied" and add a note to Audit Log as to why the application is deemed Denied.

☑ **I certify that based on the Pre-Application, the applicant meets preliminary eligibility requirements for the Lehi City CDBG.**

Signature
Claudia Saldana
Electronically signed by csaldana@mountainland.org on 1/3/2025 9:47 AM

B. Agency Information

Completed by sdaggs@lehi-ut.gov on 1/28/2025 3:30 PM

Case Id: 30434
Name: Lehi City -2025 - 2025
Address: 153 North 100 East, Lehi, UT 84043

B. Agency Information

Please provide the following information.

ADDITIONAL AGENCY INFORMATION
FEDERALLY REQUIRED INFORMATION: (The following information is required by the U.S. Department of Housing and Urban Development (HUD) for reporting purposes.)

B.1. UEI Number
K3ARX1WQFAS5

B.2. Federal Tax or Employer Identification Number (EIN):
87-6000240

B.3. Legal Status of Applying Organization:
Local Government

B.4. Project Type:
Capital

FINANCE DIRECTOR
B.5. First Name
Lorin

B.6. Last Name
Powell

B.7. Mailing Address
153 North 100 East Lehi, UT 84043

B.8. Email Address
ltpowell@lehi-ut.gov

B.9. Phone Number
(385) 201-2528

C. Proposed Project

Completed by sdaggs@lehi-ut.gov on 2/3/2025 9:57 AM

Case Id: 30434
Name: Lehi City -2025 - 2025
Address: 153 North 100 East, Lehi, UT 84043

C. Proposed Project

Please provide the following information.

Legal Status:
Local Government

PROJECT DESCRIPTION
C.1. Provide a brief description of the project and targeted clients/beneficiaries.
Install Curb & Gutter, Sidewalk and Pavement on the west side of 400 East.

C.2. What is the approximate total project cost?
$300,000.00

C.3. What is the requested grant amount?
$300,000.00

C.4. Describe the geographic area/address of the area being served, or describe the beneficiaries being served (ex: senior center serving residents from Springville and Spanish Fork).
This project will include the installation of Curb & Gutter, Sidewalk and pavement which will greatly improve the safety of this section of 400 East. This section will also improve the walkability to the Lehi Elementary School, Lehi High School and Wines Park. This will fill in another North/South section of road between Main Street and State Street, increase circulation and mobility in the Downtown Area.

PROJECT NEED
C.5. Describe the need for your project. What problem(s) will this address? How will residents, the community, and/or clients benefit if your project is funded?
This will improve the walkability to the Lehi Elementary School, Lehi High School and Wines Park. This will fill in another North/South section of road between Main Street and State Street, increase circulation and mobility in the Downtown Area.

C.6. What supporting evidence and/or data do you have to substantiate this need?
Traffic Counts and Modeling adopted Downtown Revitalization Plan

PROJECT BENEFICIARIES
C.7. Local Government:

Total City/Town Population
93,000

Total number of residents that will benefit from the project (beneficiaries)

2,100

Percent of residents that will benefit from this project
2.25%

Cost per beneficiary (CDBG request amount divided by the number of beneficiaries)
$142.00

C.8. LOW-MODERATE INCOME BREAKDOWN: Based on HUD LMI guidelines, calculate the breakdown of LMI persons your project will serve. The percent of total beneficiaries is calculated by dividing the number of persons served in an income category by the total number of persons served and multiplying by 100.

AMI	Number to be Served	Percentage
81%+ AMI		0.00%
51-80% AMI		0.00%
31-50% AMI		0.00%
0-30% AMI		0.00%
Total	0	

C.9. Describe how beneficiary figures were obtained or data sources used.
We knocked on the doors on all the homes involved and had residents fill out survey form

PROJECT OBJECTIVES AND OUTCOMES
C.10. Please select the performance objective from the drop down menu:

- **Create Suitable Living Environments: Activities that benefit communities/families/individuals by addressing issues in their living environments.**
- **Create Economic Opportunities: Activities related to economic development, job creation, or commercial revitalization.**
- **Provide Decent Affordable Housing: Activities that increase supply of available, accessible, and affordable housing.**

Create Suitable Living Environments

C.11. Please select the project performance measurement outcome that most accurately describes what will be accomplished by carrying out this activity from the drop down menu:

- **Availability/Accessibility: Activities that make services, infrastructure, housing, and shelter available and accessible. Note that accessibility does not only refer to physical barriers.**
- **Affordability: Activities that improve, create, or provide decent, safe, and sanitary housing to limited/low-mod clientele.**
- **Sustainability: Activities that provide, create, or retain longevity or sustainability.**

Availability/Accessibility: Activities that make services, infrastructure, housing, and shelter available and accessible. Note that accessibility does not only refer to physical barriers

C.12. Describe your project outcomes and how you will measure them?
Improved traffic circulation and pedestrian mobility around Lehi Elementary School, Lehi High School, and Wines Park.

We will measure by using Traffic and Pedestrian counts.

D. Project Scope

Completed by sdaggs@lehi-ut.gov on 2/3/2025 10:36 AM

Case Id: 30434
Name: Lehi City -2025 - 2025
Address: 153 North 100 East, Lehi, UT 84043

D. Project Scope

Please provide the following information.

PROJECT BUDGET & TIMELINE
Please Note: The total in table D.1 should match the total in table D.2

D.1. Budget - Indicate your estimated project budget and funding sources. Please include this CDBG request in your budget and provide specific details about other funding sources, including the name of the agency or program (sources may include: other HUD, non-HUD federal, state, local, private, other) Total project cost should equal the sum of all listed sources of funds:

Funding Source	Committed	Non-Committed
CDBG	$0.00	$300,000.00
TOTAL	$0.00	$300,000.00

D.2 Please enter a specific and detailed line-item budget for this proposed project.

Item Description	CDBG Funds	Other Funds	Total
Mobilization & Traffic Control	$50,000.00	$0.00	$0.00
Landscaping	$13,125.00	$0.00	$0.00
Sawcut & Removals	$12,900.00	$0.00	$0.00
Curb & Gutter	$36,000.00	$0.00	$0.00
Sidewalks & ADA Ramps	$38,000.00	$0.00	$0.00
Driveways & Approaches	$14,700.00	$0.00	$0.00
Asphalt Pavement	$88,800.00	$0.00	$0.00
Contingency	$25,475.00	$0.00	$0.00
Engineering	$21,000.00	$0.00	$0.00
TOTAL	$300,000.00	$0.00	$0.00

D.3. Describe how project cost figures were obtained and the data source used.
Cost Estimates from previous projects and current bids

D.4. Project Timeline: Please provide a detailed timeline of all project activities and milestones.

Approximate Start Date	Approximate End Date	Milestone/Activities	Notes
07/15/2025	08/15/2025	Funds Available	
03/03/2025	05/02/2025	Environmental to be completed by MAG	
04/01/2025	08/01/2025	Engineering	

08/01/2025	09/15/2025	Bid Project	
09/01/2025	06/01/2026	Construction Activities	

D.5 Outreach: Please describe outreach and marketing efforts for the proposed service/activity/project. Please include any outreach efforts to the marginalized communities CDBG funds strive to assist.

We received input from multiple residents, and Lehi City's Public Works department for the need of sidewalk in this area.

E. Program Sustainability and Past Performance

Case Id: 30434
Name: Lehi City -2025 - 2025
Address: 153 North 100 East, Lehi, UT 84043

Completed by sdaggs@lehi-ut.gov on 2/3/2025 10:26 AM

E. Program Sustainability and Past Performance

Please provide the following information.

PROGRAM SUSTAINABILITY

E.1. If funded, please describe how you would continue to implement the project/program if CDBG funds are not available in future years. Enter N/A for one-time projects.

City may budget these improvements over the next 10 to 20 years

E.2. In the event that your request is not fully funded, please prioritize your needs including amounts and address if the project will go forward if funds are not awarded.

Lehi City will provide the remaining amount needed to complete this project if needed

E.3. What is the minimum feasible grant award amount needed to complete this project?

$290,000.00

PAST AWARDS AND PERFORMANCE

E.4. Please list prior funding in the table below. For the "Project" column, please describe all CDBG-funded projects for that year. Enter "N/A" if you did not receive funding that year.

Funding Year	Award Amount	Project
FY2020	$267,127.00	300 North- Center to 300 West
FY2021	$309,424.00	300 West - 200 North to 300 North
FY2022	$318,943.00	300 West - 500 North to 600 North
FY2023	$284,288.00	200 West - 600 North to 900 North
FY2024	$259,856.00	200 West - 900 North to State Street
	$1,439,638.00	

E.5. If your organization has received a past CDBG award please assess your project accomplishments and your grant management performance.

We were able to install Curb & Gutter, Sidewalk in areas in great need. We provided proper drainage and safe routes to school for residents.

E.6. Describe your organizational capabilities. How experienced are your staff with managing federal grants? Do you have financial systems and controls in place to comply with federal financial management requirements at 2 CFR 200? How are people and resources brought together to accomplish the project?

Lorin Powell, City Engineer, has been managing CDBG project for over 40 years. Dean Lundgren, the finance director, compiles the financial requirements. We have frequent discussions between departments and schedule pre-con meetings.

F. Required Documentation

Completed by sdaggs@lehi-ut.gov on 2/3/2025 10:30 AM

Case Id: 30434
Name: Lehi City -2025 - 2025
Address: 153 North 100 East, Lehi, UT 84043

F. Required Documentation

Please provide the following information.

Legal Status:
Local Government

☑ **Engineer's cost estimate (construction/capital projects)** ***Required**
2025 CDBG Cost Estimate.pdf

☑ **Financial statement and most recent audit** ***Required**
Lehi 2024 ACFR.pdf

☑ **Income, residency, and race surveys and methodology or data with source**
LMI 2025 Survey.pdf

☑ **Letter(s) of Support from Board of Directors, OR Mayor, OR City Council (This letter confirms that the board/mayor/city council is aware that this application is being submitted and supports the project request.)** ***Required**
Mayor Letter.pdf

☑ **List of City Council Members** ***Required**
Elected Officials - Lehi City.pdf

☑ **Photographs, maps, or other documentation**
Pics.pdf

☑ **W-9 *Required**

W-9 Lehi City.pdf

Submit

Completed by sdaggs@lehi-ut.gov on 2/3/2025 2:28 PM

Case Id: 30434
Name: Lehi City -2025 - 2025
Address: 153 North 100 East, Lehi, UT 84043

Submit

Once an application is submitted, it can only be "Re-opened" by an Administrator.

The applicant acknowledges and understands that the Grantor is relying on the information provided herein in deciding to award a grant. The applicant represents, warrants, and certifies that the information provided herein is true, correct, and complete. The applicant agrees to notify the Grantor immediately and in writing of any material adverse change (1) in any of the information contained in the application, (2) in the financial condition of any of the undersigned, or (3) in the ability of the undersigned to perform its (or the) obligations to the Grantor. In the absence of such notice or a new and full written statement, this should be considered as a continuing statement and substantially correct. Misrepresentations in the application or in communication with program staff may result in forfeiture of the award.

☑ **I/We understand that Title 18, Section 1001 of the U.S. Code makes it a criminal offense to knowingly and willingly make fraudulent statements or misrepresentations of any material fact in the use of or obtaining the use of federal funds. If you knowingly and willingly make fraudulent statements or misrepresentations of any material fact in the use of or obtaining the use of federal funds you may be fined under this title or imprisoned not more than 5 years, or both.**

Signature
Stefanie Daggs
Electronically signed by sdaggs@lehi-ut.gov on 2/3/2025 2:28 PM

Date
02/03/2025

A. Pre-Application

Completed by wendy@tabithasway.org on 12/4/2024 11:52 AM

Case Id: 30485
Name: Tabitha's Way Local Food Pantry - 2025
Address: 45 E 100 N, P.O. Box 254, Spanish Fork, UT

A. Pre-Application

Please provide the following information.

MAG
Expert Resources. Enriching Lives

LEHI CITY
CDBG PUBLIC
SERVICES

MAG
586 E 800 N
Orem, UT 84097
cdbg@magutah.gov

AGENCY INFORMATION

A.1. Agency Name
Tabitha's Way Local Food Pantry

A.2. Address
45 E 100 N P.O. Box 254 Spanish Fork, UT 84660

CONTACT PERSON INFORMATION

A.3. First Name
Josh

A.4. Last Name
Osborne

A.5. Address
3570 W Grassland Drive Lehi, UT 84043

A.6. Email
josh@tabithasway.org

A.7. Phone Number
(801) 856-7377

PRE-APPLICATION QUESTIONS

A.8. Please provide a brief description of the project.
Tabitha's Way operates two full-time pantries, a satellite and mobile location in Utah County. These pantries all offer a Pantry Feeding Program service that provides food assistance to individuals facing food insecurity. Our food pantries are\ a critical element to fighting food insecurity in our communities by providing access to free, nutritious food. We see funding for our pantry feeding program which encompasses: purchasing and gathering food donations; properly processing, storing and distributing food; and serving clients. Client services include conducting intakes, providing food and essential supplies, and recommending self-reliance resources. To keep pace with the increase in need we are

seeking funds to support this program.

A.9. What will the approximate total cost of the project be?
$1,722,622.88

A.10 What is the CDBG amount requested ?
$30,000.00

A.11 What is the project service area?
Tabitha's Way service area is primarily Utah County, with our pantries located throughout the county. The Pleasant Grove Pantry's service area encompasses American fork, Highland, Alpine, Cedar Hills, Pleasant Grove, Lindon, Vineyard, and Orem. The Spanish Fork Pantry's service area includes Provo, Springville, Spanish Fork, Mapleton, Palmyra, Lake Shore, Benjamin, Leland, Salem. The satellite location in Saratoga Springs covers Lehi, Eagle Mountain, Saratoga Springs, Silver Lake and Cedar Fort. The soon-to-be pantry (currently a mobile pantry) in Payson will then cover Payson, West Mountain, Spring Lake, Genola, Santaquin, Goshen and Woodland Hills.

A.12. Approximately how many clients will be served from the following communities with this project?

Location of CDBG Recipients	Number of CDBG Recipients
Orem	4003
Provo	2322
Lehi	1583
Eagle Mountain	4016
Utah County (excluding Orem Provo Lehi and Eagle Mountain)	11467
Areas Outside of Utah County	308
Total	23,699

Pre-Application Assessment

Completed by csaldana@mountainland.org on 1/3/2025 9:50 AM

Case Id: 30485
Name: Tabitha's Way Local Food Pantry - 2025
Address: 45 E 100 N, P.O. Box 254, Spanish Fork, UT

Pre-Application Assessment

If the applicant is not eligible, do not click "Complete & Submit". Please change status to "Application Denied" and add a note to Audit Log as to why the application is deemed Denied.

☑ **I certify that based on the Pre-Application, the applicant meets preliminary eligibility requirements for the Lehi City CDBG.**

Signature
Claudia Saldana
Electronically signed by csaldana@mountainland.org on 1/3/2025 9:50 AM

B. Agency Information

Completed by wendy@tabithasway.org on 2/5/2025 11:25 AM

Case Id: 30485
Name: Tabitha's Way Local Food Pantry - 2025
Address: 45 E 100 N, P.O. Box 254, Spanish Fork, UT

B. Agency Information

Please provide the following information.

ADDITIONAL AGENCY INFORMATION
FEDERALLY REQUIRED INFORMATION: (The following information is required by the U.S. Department of Housing and Urban Development (HUD) for reporting purposes.)

B.1. UEI Number
N26WSL3R4L25

B.2. Federal Tax or Employer Identification Number (EIN):
27-3402820

B.3. Legal Status of Applying Organization:
501c3

B.4. Project Type:
Public Service

FINANCE DIRECTOR
B.5. First Name
Wendy

B.6. Last Name
Osborne

B.7. Mailing Address
45 E 100 N P.O. Box 254 Spanish Fork, UT 84660

B.8. Email Address
Wendy@tabithasway.org

B.9. Phone Number
(801) 830-3951

C. Proposed Project

Completed by wendy@tabithasway.org on 2/5/2025 11:35 AM

Case Id: 30485
Name: Tabitha's Way Local Food Pantry - 2025
Address: 45 E 100 N, P.O. Box 254, Spanish Fork, UT

C. Proposed Project

Please provide the following information.

Legal Status:
501c3

PROJECT DESCRIPTION

C.1. Provide a brief description of the project and targeted clients/beneficiaries.
The purpose of this grant request is to seek funding for our Pantry Feeding Program (PFP) which provides a solution to the growing epidemic of food insecurity in Utah County. The PFP includes providing temporary food assistance to families facing food insecurity. To ensure greater resiliency among our clients, we evaluate their needs by performing individual assessments and recommend resources to help prevent future food insecurity. Additionally, we seek to combat the adverse health effects of food insecurity by providing nutritious foods. Under the PFP, Grocery Rescue (GR) plays an essential role and represents 61% of all the food donations we received in 2024. Grocery Rescue encompasses regularly gathering food from 31 different sources, such as grocery stores, restaurants, and other food producers. A benefit to using this approach is that it significantly decreases the cost of providing a meal. Due to efficient food rescue efforts, we are able to provide a meal for ~$0.20. When necessary, we purchase dairy, meat, and produce. Our method for food disbursement consists of providing food via client choice similar to a typical grocery store experience. Facilitating all this requires proper transport, storage, documentation, and management of food. With the current economy and growth in our county, we anticipate serving a minimum of 17,600 individuals in Lehi and 220,000 individuals across all three of our pantries in 2025.

C.2. What is the approximate total project cost?
$161,740.00

C.3. What is the requested grant amount?
$16,174.00

C.4. Describe the geographic area/address of the area being served, or describe the beneficiaries being served (ex: senior center serving residents from Springville and Spanish Fork).
The Tabitha's Way Pantry Feeding Program provides temporary food assistance to residents from numerous cities throughout Utah County. For this application specifically, we are seeking funding to support our satellite location in Saratoga Springs. This pantry primarily serves individuals from Northern Utah County which includes many families from Lehi. Tabitha's Way also currently operates two full sized pantries in Spanish Fork and Pleasant Grove and another satellite location near Payson is in progress. These locations were chosen to address food deserts throughout Utah County and all residents within this service area are welcome to receive assistance at these pantries. Note: Our corporate office is located in Spanish Fork and thus listed as our primary mailing address for this application although funds are being requested solely for our Saratoga Springs pantry.

PROJECT NEED

C.5. Describe the need for your project. What problem(s) will this address? How will residents, the community, and/or clients benefit if your project is funded?

Food insecurity is a persistent and critical issue in Utah County, impacting thousands of individuals and families. Tabitha's Way Local Food Pantries provide a vital solution by ensuring equitable access to nutritious food, helping to alleviate the immediate and long-term effects of hunger. Although food insecurity is often temporary, its root causes—such as economic instability, unemployment, and rising living costs—mean the need for robust food pantries will continue to exist. This project addresses multiple interconnected problems. Eliminating food insecurity enables families to lead healthier lives by reducing the risk of chronic illnesses like diabetes and malnutrition. It also has a profound impact on mental health, contributing to lower rates of anxiety, depression, and suicide, especially among adolescents. Children are particularly vulnerable to the effects of food insecurity, which can hinder brain development, emotional stability, and physical growth. Ensuring children have access to well-balanced meals promotes cognitive development, better performance in school, and higher retention rates, setting the foundation for lifelong success. Food security also directly impacts economic prosperity in adults by improving workforce productivity, reducing healthcare costs, and fostering financial stability. When individuals have consistent access to nutritious food, they are healthier, more focused, and better equipped to work, leading to higher job performance and earnings. Additionally, food-secure households are less likely to experience financial strain from medical expenses related to diet-related illnesses, allowing for greater economic mobility and long-term stability. If funded, this project will benefit residents and the broader community by fostering healthier, more resilient individuals and families. Families who no longer have to worry about their next meal can focus on employment, education, and other opportunities to improve their quality of life. Moreover, healthier children with greater academic success contribute to a stronger community and future workforce. Addressing food insecurity benefits not only the individuals served but also strengthens the overall well-being and productivity of the community. By funding Tabitha’s Way, this project will continue to provide essential nutrition to the most vulnerable populations, ensuring that families in need have the resources required to live healthy, stable, and productive lives.

C.6. What supporting evidence and/or data do you have to substantiate this need?

Food insecurity remains a significant concern in Utah County, with 9% of households experiencing food insecurity, mirroring the state average, and 8.1% of children under 18 being directly affected (Utah State University Extension). The rising demand for food assistance further underscores the growing need in our community. Since 2023, Tabitha’s Way has observed a 58.4% increase in individuals seeking food assistance within the same geographic area. This increase is likely linked to a 17.2% higher cost of living in Utah County compared to the national average and a nearly 6% population increase between 2020 and 2022 (BestPlaces.net; USAFacts.org). Additionally, Utah's home price index saw a 3.4% increase from 2023 to 2024, contributing to higher housing costs in the region. Stated another way, although Utah County families earn more income, basic living expenses have outpaced any income increases. Addressing food insecurity has clear benefits. Research demonstrates that increasing food security leads to reduced rates of obesity, diabetes, and malnutrition, as well as lower rates of depression and suicide among adolescents (Colorado Blueprint to End Hunger; NIMHD). Additionally, ensuring children have access to nutritious meals fosters cognitive development, academic success, and long-term community productivity (No Kid Hungry). These data points highlight the critical need for continued support of food assistance programs like Tabitha's Way. Addressing food insecurity can promote healthier lives, support academic and economic success, and build a stronger, more resilient community.

PROJECT BENEFICIARIES

C.7. ELIGIBLE BENEFICIARIES MUST LIVE IN THE AREA(S) LISTED BELOW. Approximately how many clients will be served from the following communities with this project?

Organization/Nonprofits

Location of CDBG Recipients	Number of CDBG Recipients
Orem	0
Provo	0
Lehi	17886
Eagle Mountain	0
Utah County (excluding Orem Provo Lehi and Eagle Mountain)	0
Areas Outside of Utah County	0
Total	17,886

Cost per beneficiary (CDBG request amount divided by the number of beneficiaries)
$0.90

C.8. LOW-MODERATE INCOME BREAKDOWN: Based on HUD LMI guidelines, calculate the breakdown of LMI persons your project will serve. The percent of total beneficiaries is calculated by dividing the number of persons served in an income category by the total number of persons served and multiplying by 100.

AMI	Number to be Served	Percentage
81%+ AMI	179	1.00%
51-80% AMI	715	4.00%
31-50% AMI	1431	8.00%
0-30% AMI	1556	87.00%
Total	3,881	

C.9. Describe how beneficiary figures were obtained or data sources used.
Our food pantries utilize a software program called Food Bank Manager which captures client data in real time. The program is extremely dynamic and allows us to track each time a client visits our pantry, food donations based on source and type, and volunteer data. All of the figures gathered can be filtered by specific data points which allows us to track, analyze and report statistical information accurately. Using the estimated number of clients we anticipate serving this year along with historical data collected on LMI breakdowns, we can project the percentage of clients served in each AMI category. Tabitha's Way allows for the stated income of our clients as State and Federal law prohibits us from requiring income verification for our services. We use data from client statements to provide LMI and AMI estimates.

PROJECT OBJECTIVES AND OUTCOMES
C.10. Please select the performance objective from the drop down menu:

- **Create Suitable Living Environments: Activities that benefit communities/families/individuals by addressing issues in their living environments.**
- **Create Economic Opportunities: Activities related to economic development, job creation, or commercial revitalization.**
- **Provide Decent Affordable Housing: Activities that increase supply of available, accessible, and affordable housing.**

Create Suitable Living Environments

C.11. Please select the project performance measurement outcome that most accurately describes what will be accomplished by carrying out this activity from the drop down menu:

- **Availability/Accessibility: Activities that make services, infrastructure, housing, and shelter available and accessible. Note that accessibility does not only refer to physical barriers.**
- **Affordability: Activities that improve, create, or provide decent, safe, and sanitary housing to limited/low-mod clientele.**
- **Sustainability: Activities that provide, create, or retain longevity or sustainability.**

Availability/Accessibility: Activities that make services, infrastructure, housing, and shelter available and accessible. Note that accessibility does not only refer to physical barriers

C.12. Describe your project outcomes and how you will measure them?
The primary goal of Tabitha's Way Local Food Pantry is to reduce hunger and food insecurity in our communities by providing close access to temporary food assistance. By ensuring access to nutritious food, we anticipate improved health outcomes, enhanced social behaviors, increased economic productivity, and greater opportunities for achievement for the individuals and families we serve. Project Outcomes: 1. Improved Health and Well-Being: Providing healthy, nutrient-dense foods to children, seniors, and families will contribute to reduced rates of chronic illnesses such as diabetes and malnutrition, and promote mental well-being by lowering rates of depression and suicide. 2. Enhanced Development and Achievement: Access to nutritious meals for children supports brain development, cognitive growth, and academic success, increasing their likelihood of staying in school and achieving long-term goals. 3. Community Impact: By alleviating food insecurity, families can focus on improving their financial stability, fostering a healthier and more resilient community overall. Measurement of Outcomes: Our outcomes will be measured through a combination of quantitative and qualitative metrics: 1. Number of Individuals Served: We track how many individuals and households receive assistance through our pantry. During the grant period, we anticipate serving approximately 17,886 individuals from Lehi alone. 2. Number of Meals Provided: We measure the total meals distributed, with a projected 9.9 million meals served during the grant period. 3. Nutritional Value of Food Provided: We monitor the types of food distributed, ensuring that nutrient-dense items such as dairy, meats, and fresh produce are available to meet the needs of vulnerable populations like children and seniors. 4. Resources Recommended: We track the number of first-time clients receiving referrals to additional resources, expecting to recommend resources to approximately 570 individuals from Lehi. 5. Pounds of Food Distributed: We evaluate the total pounds of shelf-stable and fresh foods made available, including specific monitoring of fresh produce, dairy, and proteins. Data Collection Tools: To ensure accurate tracking, we use FoodBank Manager, a software system that provides real-time data on client demographics, food donations, sources, and volunteer hours. This tool helps us analyze trends, anticipate daily and seasonal needs, and assess the effectiveness of our services. By regularly evaluating these metrics on both a quarterly and annual basis, we can ensure that the funding directly addresses food insecurity and promotes health and stability in the lives of those we serve. These measurable outcomes allow us to remain responsive to the needs of our clients while demonstrating the impact of the project to our funders and community stakeholders.

C.13. Does receiving funding from one CDBG entitlement (example: Provo) allow you to provide a benefit to clients in some or all entitlement communities (Provo, Orem, Lehi, Eagle Mountain and Utah County)?
No

D. Project Scope

Completed by wendy@tabithasway.org on 2/5/2025 11:39 AM

Case Id: 30485
Name: Tabitha's Way Local Food Pantry - 2025
Address: 45 E 100 N, P.O. Box 254, Spanish Fork, UT

D. Project Scope

Please provide the following information.

PROJECT BUDGET & TIMELINE
Please Note: The total in table D.1 should match the total in table D.2

D.1. Budget - Indicate your estimated project budget and funding sources. Please include this CDBG request in your budget and provide specific details about other funding sources, including the name of the agency or program (sources may include: other HUD, non-HUD federal, state, local, private, other) Total project cost should equal the sum of all listed sources of funds:

Funding Source	Committed	Non-Committed
CDBG Request	$0.00	$16,174.00
Other HUD Source	$0.00	$0.00
Other State/Local Sources	$7,560.00	$0.00
Individual/Private Donors	$6,602.62	$36,500.00
Foundation and Corporate Grants/Donations	$4,757.00	$72,906.00
TOTAL	$18,919.62	$125,580.00

D.2 Please enter a specific and detailed line-item budget for this proposed project.

Item Description	CDBG Funds	Other Funds	Total
Pantry Labor	$9,704.00	$70,296.00	$80,000.00
Rent/Utilities	$6,470.00	$58,030.00	$64,500.00
TOTAL	$16,174.00	$128,326.00	$144,500.00

D.3. Describe how project cost figures were obtained and the data source used.
The program budget is established based on actual program income and expenses from the year prior. Likewise, the estimated number of clients we anticipate serving along with their associated demographic is based on data obtained during the prior year's activity. Our food pantries utilize a software program called Food Bank Manager which captures client data in real time. The program is extremely dynamic and allows us to track each time a client visits our pantry, food donations based on source and type, and volunteer data. All of the figures gathered can be filtered by specific data points which allows us to track, analyze and report statistical information accurately.

D.4. Project Timeline: Please provide a detailed timeline of all project activities and milestones.

Approximate Start Date	Approximate End Date	Milestone/Activities	Notes
07/01/2025	06/30/2026	Collecting/Gathering	Metrics:

		Food - Grocery Rescue, Food Drives, Purchasing Foods Tracked daily and analyzed and reported quarterly	1. Total pounds of food collected 2. Pounds of nutritious foods collected by type (Dairy, Meats, Produce)
07/01/2025	06/30/2026	Organize, Store & Distribute Food Properly	Metrics: 1. Number of meals provided 2. Number of client shoppers served
07/01/2025	06/30/2026	Serve Clients	Metrics: 1. Number of individuals served 2. Number of children served
07/01/2025	06/30/2026	Offer Resources	Metrics: 1. Number of individuals/household receiving resources i.e. flyers, social media posts, etc.

D.5 Outreach: Please describe outreach and marketing efforts for the proposed service/activity/project. Please include any outreach efforts to the marginalized communities CDBG funds strive to assist.

Tabitha's Way Local Food Pantries actively collaborates with nonprofit organizations, government agencies, school districts, and other entities that serve similar populations in our community. Through these partnerships, we share resources, provide information, and make client referrals to ensure individuals and families receive the comprehensive support they need. Additionally, we leverage both digital and print media to amplify our mission, raising awareness and expanding our reach to connect with those in need more effectively. These efforts enable us to foster a strong support network and address food insecurity on multiple levels within our community.

E. Program Sustainability and Past Performance

Case Id: 30485
Name: Tabitha's Way Local Food Pantry - 2025
Address: 45 E 100 N, P.O. Box 254, Spanish Fork, UT

Completed by wendy@tabithasway.org on 2/5/2025 11:40 AM

E. Program Sustainability and Past Performance

Please provide the following information.

PROGRAM SUSTAINABILITY

E.1. If funded, please describe how you would continue to implement the project/program if CDBG funds are not available in future years. Enter N/A for one-time projects.

Tabitha's Way Local Food Pantry has built a solid foundation of financial sustainability through fundraising, diversified income streams, and strategic financial planning. In 2025, we project that 77% of our program expenses will be covered by fundraising and earned income. Our earned income comes from two key strategies. First, we own commercial properties with space available for subleasing, generating reliable monthly rental income. Second, we partner with a private fundraising company that manages 170 clothing recycling bins throughout Utah County. Tabitha's Way is the sole beneficiary of the funds generated by this program, which has provided consistent revenue for over nine years. The remaining 23% of our expenses are funded by grants from various sources such as corporations, government agencies, and foundations. This funding model has been stable, with consistent percentages over the past five years. Our dedicated grant-writing program enhances our ability to secure funding to meet program needs and expand services as necessary. These diversified funding sources, combined with prudent financial planning, ensure that Tabitha's Way can continue providing uninterrupted services to the community. By leveraging these funding strategies, we can maximize the impact of any funds received from the CDBG grant to enhance our pantry feeding program's effectiveness. We are committed to maintaining strong relationships with donors and partners while seeking new funding opportuni

E.2. In the event that your request is not fully funded, please prioritize your needs including amounts and address if the project will go forward if funds are not awarded.

If this request is not fully funded, Tabitha's Way will prioritize its needs as follows: 1. Personnel Costs (60%): With demand for food assistance increasing by at least 20% annually over the past four years, maintaining trained and experienced staff is our top priority. Staff are pivotal to ensuring smooth operations, particularly as we serve an ever-growing number of individuals. 2. Rent and Utilities (40%): Operating this pantry location year-round requires consistent funding for rent and utilities. Covering these costs ensures our facilities can remain open and continue providing essential services to our clients. While the project will move forward due to other funding sources and sustainability strategies, a lack of sufficient funding will impact our capacity to serve all those in need. Without full funding, we may face challenges in fully staffing our pantries, meeting rent and utility obligations, and maintaining an adequate supply of balanced, nutritious food for our clients. These limitations could reduce our ability to meet the growing demand and provide the level of service our community relies on.

E.3. What is the minimum feasible grant award amount needed to complete this project?

$10,000.00

PAST AWARDS AND PERFORMANCE

E.4. Please list prior funding in the table below. For the "Project" column, please describe all CDBG-funded projects

for that year. Enter "N/A" if you did not receive funding that year.

Funding Year	Award Amount	Project
FY2020	$7,326.00	COVID Relief Funds Labor & Supplies
FY2021	$19,763.13	COVID Relief Funds Parking Lot Improvements
FY2022	$67,035.00	Regional CDBG Public Service Pantry Feeding Program Funds (Labor, Rent, Materials)
FY2023	$569,365.00	Regional CDBG Public Service New building Funds and Pantry Feeding Program Funds (Labor, Rent, Materials)
FY2024	$67,035.00	Regional CDBG Public Service Pantry Feeding Program Funds (Labor, Rent, Materials)
	$730,524.13	

E.5. If your organization has received a past CDBG award please assess your project accomplishments and your grant management performance.

Tabitha's Way has been fortunate and grateful to have received aid via CDBG funds over the past several years. Various projects and day to day operations have been made possible with these funds. During 2020/2021, the awarded CDBG grant funds were specific to pandemic relief efforts. These funds helped us pay for personal protective equipment (PPE) and supplies, other additional equipment, food, and a portion of our labor cost. In order to meet regulatory requirements set by the health department and other agencies, we needed to purchase equipment that would make it possible to change our processes. Investments were made in the purchase of computers, tablets, and networking equipment. Having these measures in place minimized close contact during the pandemic. In 2022, funds were awarded to help offset labor/rent expenses. As we served a record number of families last year, CDBG funds allowed us to have sufficient staff available. This and the previous years' grant funds made it possible to keep our doors open. In 2023, CDBG funds helped support a new pantry location, allowing Tabitha's Way to expand capacity and operations. This project is still underway but CDBG aid will play a significant role in Tabitha's Way efforts to keep pace the need and demand for food assistance. Last year, funds were also given to support labor and rent expenses. While some of the grants are still in process, all of the reporting requirements and grant objectives have been met for

the completed projects.

E.6. Describe your organizational capabilities. How experienced are your staff with managing federal grants? Do you have financial systems and controls in place to comply with federal financial management requirements at 2 CFR 200? How are people and resources brought together to accomplish the project?

Tabitha's Way Local Food Pantries has extensive experience managing state and federal grant funds, with over eight years of success administering grants such as CDBG, TEFAP, EFA, and, most recently, an award from the Governor's Office of Economic Development. Our organization has robust financial systems and controls in place to ensure full compliance with federal financial management requirements outlined in 2 CFR 200. This is achieved through the expertise of our dedicated financial team, who meticulously manage budgets, reporting, and audits to uphold transparency and accountability. By combining the skills of our experienced staff with well-established operational processes, we effectively align people and resources to accomplish our mission-driven projects, ensuring maximum impact in serving our community.

F. Required Documentation

Completed by wendy@tabithasway.org on 2/5/2025 11:49 AM

Case Id: 30485
Name: Tabitha's Way Local Food Pantry - 2025
Address: 45 E 100 N, P.O. Box 254, Spanish Fork, UT

F. Required Documentation

Please provide the following information.

Legal Status:
501c3

☐ **Agency brochure**
***No files uploaded*

☑ **Articles of incorporation (non-profits)** ***Required**
Tabithas Way Articles of Incorporation 2010 (2).pdf

☑ **Bylaws (non-profits)** ***Required**
By-Laws of Tabitha's Way Amended Aug 21, 2023.pdf

☑ **Engineer's cost estimate (construction/capital projects)** ***Required**
Engineer's cost estimate (BLANK).pdf

☑ **Federal tax exemption determination letter (non-profits)** ***Required**
Copy of IRS 501c3 Letter.pdf

☑ **Financial statement and most recent audit** ***Required**
Tabitha's Way 2023 Financial Statements.pdf

☐ **Income, residency, and race surveys and methodology or data with source**
***No files uploaded*

☑ **Letter(s) of Support from Board of Directors, OR Mayor, OR City Council (This letter confirms that the board/mayor/city council is aware that this application is being submitted and supports the project request.)** ***Required**

CDBG FY25-25 Board Approval Letter (1).pdf

☑ **List of Board of Directors (non-profits)** ***Required**

Tabitha's Way Board of Directors 2024.pdf

☐ **Photographs, maps, or other documentation**

***No files uploaded*

☑ **Program policies and procedures (Required if changes/updates since last application)** ***Required**

PFP Policies and Procedures (1).pdf

☑ **W-9** ***Required**

Tabitha's Way W9 - Signed 2024.pdf

Submit

Completed by wendy@tabithasway.org on 2/5/2025 11:50 AM

Case Id: 30485
Name: Tabitha's Way Local Food Pantry - 2025
Address: 45 E 100 N, P.O. Box 254, Spanish Fork, UT

Submit

Once an application is submitted, it can only be "Re-opened" by an Administrator.

The applicant acknowledges and understands that the Grantor is relying on the information provided herein in deciding to award a grant. The applicant represents, warrants, and certifies that the information provided herein is true, correct, and complete. The applicant agrees to notify the Grantor immediately and in writing of any material adverse change (1) in any of the information contained in the application, (2) in the financial condition of any of the undersigned, or (3) in the ability of the undersigned to perform its (or the) obligations to the Grantor. In the absence of such notice or a new and full written statement, this should be considered as a continuing statement and substantially correct. Misrepresentations in the application or in communication with program staff may result in forfeiture of the award.

☑ **I/We understand that Title 18, Section 1001 of the U.S. Code makes it a criminal offense to knowingly and willingly make fraudulent statements or misrepresentations of any material fact in the use of or obtaining the use of federal funds. If you knowingly and willingly make fraudulent statements or misrepresentations of any material fact in the use of or obtaining the use of federal funds you may be fined under this title or imprisoned not more than 5 years, or both.**

Signature
Wendy Osborne
Electronically signed by wendy@tabithasway.org on 2/5/2025 11:50 AM

Date
02/05/2025

A. Pre-Application

Completed by michelle.holbrook@msn.com on 1/14/2025 6:52 PM

Case Id: 30512
Name: Holbrook Center - 2025
Address: 1238 North 1200 West, Lehi, UT 84043

A. Pre-Application

Please provide the following information.

MAG
Expert Resources. Enriching Lives

LEHI CITY
CDBG PUBLIC
SERVICES

MAG
586 E 800 N
Orem, UT 84097
cdbg@magutah.gov

AGENCY INFORMATION

A.1. Agency Name
The Holbrook Community Center

A.2. Address
1238 North 1200 West Lehi, UT 84043

CONTACT PERSON INFORMATION

A.3. First Name
Michelle

A.4. Last Name
Holbrook

A.5. Address
1238 North 1200 West Lehi, UT 84043

A.6. Email
michelle.holbrook@msn.com

A.7. Phone Number
(801) 376-3567

PRE-APPLICATION QUESTIONS

A.8. Please provide a brief description of the project.
The Curtis Center is currently serving individuals with disabilities as well as the citizens of Lehi. We have been experiencing a problem with the security locks throughout the building. Our handicap access is inoperable. Program and community members with disabilities do not have easy access to the facility without assistance. We have shared access with Lehi City. In discussing the project with MAG administrators, it was determined that a 50% request of the total project cost would be appropriate as 50% of usage for the facility is for individuals with disabilities. We will proceed with the building security locking system upgrade and ADA access door to be repaired if the application is

approved.

A.9. What will the approximate total cost of the project be?
$31,000.00

A.10 What is the CDBG amount requested ?
$15,500.00

A.11 What is the project service area?
The Holbrook Community Center a 501(c)(3) nonprofit organization built The Curtis Center for Arts and Education to be utilized for individuals with disabilities as well as for the citizens of Lehi City. The facility is located at 3101 West 1950 North in Lehi. The majority of our participants live in the Lehi area. We also serve individuals from American Fork, Alpine, Highland, Cedar Hills, Eagle Mountain, Saratoga Springs, Herriman, Millcreek, Sandy, and Pleasant Grove.

A.12. Approximately how many clients will be served from the following communities with this project?

Location of CDBG Recipients	Number of CDBG Recipients
Orem	0
Provo	0
Lehi	350
Eagle Mountain	10
Utah County (excluding Orem Provo Lehi and Eagle Mountain)	25
Areas Outside of Utah County	15
Total	400

Pre-Application Assessment

Completed by csaldana@mountainland.org on 1/15/2025 12:35 PM

Case Id: 30512
Name: Holbrook Center - 2025
Address: 1238 North 1200 West, Lehi, UT 84043

Pre-Application Assessment

If the applicant is not eligible, do not click "Complete & Submit". Please change status to "Application Denied" and add a note to Audit Log as to why the application is deemed Denied.

☑ **I certify that based on the Pre-Application, the applicant meets preliminary eligibility requirements for the Lehi City CDBG.**

Signature
Claudia Saldana
Electronically signed by csaldana@mountainland.org on 1/15/2025 12:34 PM

B. Agency Information

Completed by michelle.holbrook@msn.com on 1/28/2025 7:47 AM

Case Id: 30512
Name: Holbrook Center - 2025
Address: 1238 North 1200 West, Lehi, UT 84043

B. Agency Information

Please provide the following information.

ADDITIONAL AGENCY INFORMATION
FEDERALLY REQUIRED INFORMATION: (The following information is required by the U.S. Department of Housing and Urban Development (HUD) for reporting purposes.)

B.1. UEI Number
056845937

B.2. Federal Tax or Employer Identification Number (EIN):
46-1108094

B.3. Legal Status of Applying Organization:
501c3

B.4. Project Type:
Public Service

FINANCE DIRECTOR
B.5. First Name
Michelle

B.6. Last Name
Holbrook

B.7. Mailing Address
1238 North 1200 West Lehi, UT 84043

B.8. Email Address
michelle.holbrook@msn.com

B.9. Phone Number
(801) 376-3567

C. Proposed Project

Completed by michelle.holbrook@msn.com on 1/31/2025 7:54 AM

Case Id: 30512
Name: Holbrook Center - 2025
Address: 1238 North 1200 West, Lehi, UT 84043

C. Proposed Project

Please provide the following information.

Legal Status:
501c3

PROJECT DESCRIPTION
C.1. Provide a brief description of the project and targeted clients/beneficiaries.
We would like to improve the security system in our new facility The Curtis Center for Arts and Education. There are a few kinks that do not coordinate with Lehi City's current city wide security system. We are requesting payroll expenses equal to the amount of money that the security upgrades will cost. The payroll expense being covered will allow us to cover the security costs with funds that would have been used for payroll. We are serving individuals and their families of those that have classified severe disabiities.

C.2. What is the approximate total project cost?
$31,682.85

C.3. What is the requested grant amount?
$31,683.85

C.4. Describe the geographic area/address of the area being served, or describe the beneficiaries being served (ex: senior center serving residents from Springville and Spanish Fork).
The Curtis Center is set in the shadow of Mount Timpanogos in a beautiful newly developing area along 2100 North. The atmosphere is pristine and quiet, coupled with easy access to I-15. Transportation to TCC utilizes 15-passenger vans on and off campus. The address is 3101 West 1950 North West, Lehi, Utah. Major development in the area has helped bring infrastructure to this undeveloped area of property. The Curtis Center is situated at the south end on a 5.25 acre donated site on a privately owned 40-acre piece of property. No other expected development is occurring on the property in the near future. We are very excited to have Primary Children’s Hospital Utah County Project across the street from us! The 20 acres east of the Curtis Center site is wetlands. This could be future trails, garden spots, and picnic areas if land donors move in that direction. It is a very special location for the population we will be serving!

PROJECT NEED
C.5. Describe the need for your project. What problem(s) will this address? How will residents, the community, and/or clients benefit if your project is funded?
Our adult participants are intellectually disabled and in the extremely low-income category. The Curtis Center services focus on individuals with disabilities who do not have government funding. We currently serve individuals in Utah and Salt Lake counties with our core target population based in the tri-city area of north Utah County that includes Lehi, American Fork, and Highland. At age 22, federally guaranteed educational and therapeutic services to the disabled drop off completely. Many disabled people face decades of lonely, empty time with few resources. According to the

CDC 22.4% of this population suffer from mental health disorders exacerbated by lack of social support.

C.6. What supporting evidence and/or data do you have to substantiate this need?
As of 2024, Utah's population includes an estimated 35,036 (1% Utah's population) people with severe disabilities. Of those, only 7,300 (20%) receive funding from the Utah Department of Human Services Division of Services for People with Disabilities. In the target area we serve, which is one of the fastest-growing areas in the state, we estimate that there are at least 946 (1% of Lehi's population) – 1,897 (1% of the tri-city population) individuals with disabilities. About 78% of the Utah population of disabled do not have government funding.

PROJECT BENEFICIARIES
C.7. ELIGIBLE BENEFICIARIES MUST LIVE IN THE AREA(S) LISTED BELOW. Approximately how many clients will be served from the following communities with this project?

Organization/Nonprofits

Location of CDBG Recipients	Number of CDBG Recipients
Orem	
Provo	
Lehi	15
Eagle Mountain	1
Utah County (excluding Orem Provo Lehi and Eagle Mountain)	18
Areas Outside of Utah County	3
Total	37

Cost per beneficiary (CDBG request amount divided by the number of beneficiaries)
$856.32

C.8. LOW-MODERATE INCOME BREAKDOWN: Based on HUD LMI guidelines, calculate the breakdown of LMI persons your project will serve. The percent of total beneficiaries is calculated by dividing the number of persons served in an income category by the total number of persons served and multiplying by 100.

AMI	Number to be Served	Percentage
81%+ AMI		0.00%
51-80% AMI		0.00%
31-50% AMI		0.00%
0-30% AMI		0.00%
Total	0	

C.9. Describe how beneficiary figures were obtained or data sources used.
All of our participants have severe intellectual disabilties. They are either minors or adults living off social security disabilities payments which places them in the extreme poverty leverl.

PROJECT OBJECTIVES AND OUTCOMES
C.10. Please select the performance objective from the drop down menu:

- **Create Suitable Living Environments: Activities that benefit communities/families/individuals by addressing issues in their living environments.**
- **Create Economic Opportunities: Activities related to economic development, job creation, or commercial**

revitalization.

- **Provide Decent Affordable Housing: Activities that increase supply of available, accessible, and affordable housing.**

Create Economic Opportunities

C.11. Please select the project performance measurement outcome that most accurately describes what will be accomplished by carrying out this activity from the drop down menu:

- **Availability/Accessibility: Activities that make services, infrastructure, housing, and shelter available and accessible. Note that accessibility does not only refer to physical barriers.**
- **Affordability: Activities that improve, create, or provide decent, safe, and sanitary housing to limited/low-mod clientele.**
- **Sustainability: Activities that provide, create, or retain longevity or sustainability.**

Sustainability: Activities that provide, create, or retain longevity or sustainability

C.12. Describe your project outcomes and how you will measure them?
We have set the following benchmarks for the project outcomes in relationship to the levels of service which we're currently on track to meet as outlined: 1) Provide for sustainability with Lehi City a. Objective 1: Assess usage agreement with Lehi City February 2025 b. Objective 2: Review required operational needs of both organizations October 2025 i. Objective 3: Continue with complete usage of the facility in cooperation of the two organizations Holbrook Community Center and Lehi City throughout 2025 2) Provide services that are free & available to anyone without meeting specific criteria yearly a. Objective 1: 1 seasonal free activity for families i. Breakfast with Santa – sponsored by Central Bank served 240 individuals and families ii. Objective 2: 1 summer recreational activity 3) Establish collaborative services with other entities. a. Objective 1: By the end of year 2 in the new facility JFK will collaborate with 1 university to provide services like recreational therapy internships b. Objective 2: By the end of year 2 in the new facility JFK will coordinate with 1 parent or professional group to provide a support meeting. 4) Objective 1: Continue current programs a. HIVEs – educational activity daily program for adults with disabilities b. JFK Athletics – adaptive sports programs, team sports, tournaments c. Enhanced dramatic experiences- Wizard of Oz production 2025, Christmas program 2025 Employee wages being reimbursed through the CDGB grant would enhance programming at the facility.

C.13. Does receiving funding from one CDBG entitlement (example: Provo) allow you to provide a benefit to clients in some or all entitlement communities (Provo, Orem, Lehi, Eagle Mountain and Utah County)?
Yes

If so, please explain:
We are serving individuals from Lehi, Alpine, HIghland, Pleasant Grove, Eagle Mountain, and Lindon.

D. Project Scope

Completed by michelle.holbrook@msn.com on 1/31/2025 7:54 AM

Case Id: 30512
Name: Holbrook Center - 2025
Address: 1238 North 1200 West, Lehi, UT 84043

D. Project Scope

Please provide the following information.

PROJECT BUDGET & TIMELINE
Please Note: The total in table D.1 should match the total in table D.2

D.1. Budget - Indicate your estimated project budget and funding sources. Please include this CDBG request in your budget and provide specific details about other funding sources, including the name of the agency or program (sources may include: other HUD, non-HUD federal, state, local, private, other) Total project cost should equal the sum of all listed sources of funds:

Funding Source	Committed	Non-Committed
CDGB	$0.00	$31,682.85
TOTAL	$0.00	$31,682.85

D.2 Please enter a specific and detailed line-item budget for this proposed project.

Item Description	CDBG Funds	Other Funds	Total
Employee Wages	$31,682.86	$99,784.18	$131,467.03
TOTAL	$31,682.86	$99,784.18	$131,467.03

D.3. Describe how project cost figures were obtained and the data source used.
Income and Balance sheets preparted by our accountant. Other items that may be purchased with the funds that would have been used for salarties. This includes a bid from Stone Security for upgraded security systems at The Curtis Center quote for services.

D.4. Project Timeline: Please provide a detailed timeline of all project activities and milestones.

Approximate Start Date	Approximate End Date	Milestone/Activities	Notes
06/02/2025	08/29/2025	Instructors Salaries	

D.5 Outreach: Please describe outreach and marketing efforts for the proposed service/activity/project. Please include any outreach efforts to the marginalized communities CDBG funds strive to assist.
We market our adaptive sports programs through the Lehi City Recreeational Department flyers and website. We distribute, collect, and review applications for HVIEs annally early spring. We call references, and invite those that appear to be a good fit for our program an opportunity to attend a summer trial of the program to see if its a good fit for both sides.

E. Program Sustainability and Past Performance

Case Id: 30512
Name: Holbrook Center - 2025
Address: 1238 North 1200 West, Lehi, UT 84043

Completed by csaldana@mountainland.org on 2/5/2025 4:55 PM

E. Program Sustainability and Past Performance

Please provide the following information.

PROGRAM SUSTAINABILITY

E.1. If funded, please describe how you would continue to implement the project/program if CDBG funds are not available in future years. Enter N/A for one-time projects.

We have strong connections in the community. If CDGB funds were unavailable in subsequent years, we would seek donations from our families and corporate partners.

E.2. In the event that your request is not fully funded, please prioritize your needs including amounts and address if the project will go forward if funds are not awarded.

If the funds were not fully funded, we would work on other grants or donors to meet the financial needs of the project

E.3. What is the minimum feasible grant award amount needed to complete this project?

$31,863.85

PAST AWARDS AND PERFORMANCE

E.4. Please list prior funding in the table below. For the "Project" column, please describe all CDBG-funded projects for that year. Enter "N/A" if you did not receive funding that year.

Funding Year	Award Amount	Project
FY2020	$0.00	
FY2021	$0.00	
FY2022	$0.00	
FY2023	$30,000.00	
FY2024	$33,996.00	
	$63,996.00	

E.5. If your organization has received a past CDBG award please assess your project accomplishments and your grant management performance.

We have applied and received grants the last two grant rounds. We have spent the entire grant amounts both cycles. We are excited to utilize CDGB funding to enhance The Curtis Center and the programs that are happening in this facility for people with disabilities

E.6. Describe your organizational capabilities. How experienced are your staff with managing federal grants? Do you have financial systems and controls in place to comply with federal financial management requirements at 2 CFR 200? How are people and resources brought together to accomplish the project?

We have a strong organizational structure. We are aware of the requirements and have followed procedures of the 2

CFR Part 200 Uniform Administrative Requirements. We have a board of directors in place that meets quarterly. We have been awarded numerous grants both private and government. In relationship to the CDGB grant we have attended pre-application meetings held with Utah County prospective applicants. We submitted a pre-application. We have worked with the Lehi City mayor and assistant administrator over grants with project ideas that may be acceptable. We then met with our grant manager at MAG Claudia Saldana to review types of costs that would be allowable. With her direction we changed the focus of our request to fit within the acceptable realm. We have received 2 previous CDGB grants and are familiar with and followed through with grant reports in the Neighborly Portal. We have submitted bids and proper documentation with each grant and followed guidelines for draws. We have a strong team including an administrative in house accountant as well as a CPA that reviews records and prepares our taxes annually. We have direct access to two attorneys if legal counsel is needed. We couple all of this with a strong administrator and assistant administrator. We gather our those people together with the resources received to have seamless use of administered grant funds.

F. Required Documentation

Completed by michelle.holbrook@msn.com on 2/1/2025 5:12 PM

Case Id: 30512
Name: Holbrook Center - 2025
Address: 1238 North 1200 West, Lehi, UT 84043

F. Required Documentation

Please provide the following information.

Legal Status:
501c3

☐ **Agency brochure**
***No files uploaded*

☑ **Articles of incorporation (non-profits)** ***Required**
Articles of Incorporation[25845].pdf

☑ **Bylaws (non-profits)** ***Required**
BYLAWS Holbrook Community Center[25844].pdf

☑ **Engineer's cost estimate (construction/capital projects)** ***Required**
We are not a capital project and have no construction expenses.docx

☑ **Federal tax exemption determination letter (non-profits)** ***Required**
501(c) 3 Approval IRS 04242014.pdf

☑ **Financial statement and most recent audit** ***Required**
Holbrook Community Center Financial Review draft[44236].pdf

☐ **Income, residency, and race surveys and methodology or data with source**
***No files uploaded*

☑ **Letter(s) of Support from Board of Directors, OR Mayor, OR City Council (This letter confirms that the board/mayor/city council is aware that this application is being submitted and supports the project request.) *Required**

Board Letter of Support 1-30-2025.docx

☑ **List of Board of Directors (non-profits) *Required**

12-2025 Board and Advisory Directors.pdf

☐ **Photographs, maps, or other documentation**

**No files uploaded*

☑ **Program policies and procedures (Required if changes/updates since last application) *Required**

Introduction.pdf
Business section 1.pdf
Services Section 2.pdf
Program Service Structure Section 3.pdf
Code of Ethics Section 4.pdf
Code of Ethics Confidentiality Acknowledgement Section 5.pdf
DSPD Clarifications Section 6.pdf
Consumer Handbook Section 7.pdf
Transportation Policy.pdf
Non Discrimination Policy 10-1-2024.pdf

☑ **W-9 *Required**

W-9 1-25.pdf

Submit

Completed by michelle.holbrook@msn.com on 2/1/2025 5:13 PM

Case Id: 30512
Name: Holbrook Center - 2025
Address: 1238 North 1200 West, Lehi, UT 84043

Submit

Once an application is submitted, it can only be "Re-opened" by an Administrator.

The applicant acknowledges and understands that the Grantor is relying on the information provided herein in deciding to award a grant. The applicant represents, warrants, and certifies that the information provided herein is true, correct, and complete. The applicant agrees to notify the Grantor immediately and in writing of any material adverse change (1) in any of the information contained in the application, (2) in the financial condition of any of the undersigned, or (3) in the ability of the undersigned to perform its (or the) obligations to the Grantor. In the absence of such notice or a new and full written statement, this should be considered as a continuing statement and substantially correct. Misrepresentations in the application or in communication with program staff may result in forfeiture of the award.

☑ **I/We understand that Title 18, Section 1001 of the U.S. Code makes it a criminal offense to knowingly and willingly make fraudulent statements or misrepresentations of any material fact in the use of or obtaining the use of federal funds. If you knowingly and willingly make fraudulent statements or misrepresentations of any material fact in the use of or obtaining the use of federal funds you may be fined under this title or imprisoned not more than 5 years, or both.**

Signature
Michelle Holbrook
Electronically signed by michelle.holbrook@msn.com on 2/1/2025 5:13 PM

Date
02/01/2025

A. Pre-Application

Completed by katieh@unitedwayuc.org on 12/5/2024 4:25 PM

Case Id: 30491
Name: United Way of Utah County VITA - 2025
Address: 148 N. 100 W. , Provo, UT 84601

A. Pre-Application

Please provide the following information.

MAG
Expert Resources. Enriching Lives

LEHI CITY
CDBG PUBLIC
SERVICES

MAG
586 E 800 N
Orem, UT 84097
cdbg@magutah.gov

AGENCY INFORMATION

A.1. Agency Name
United Way of Utah County

A.2. Address
148 N. 100 W. Provo, UT 84601

CONTACT PERSON INFORMATION

A.3. First Name
Katie

A.4. Last Name
Hoshino

A.5. Address
148 N. 100 W. Provo, UT 84601

A.6. Email
katieh@unitedwayuc.org

A.7. Phone Number
(801) 358-8982

PRE-APPLICATION QUESTIONS

A.8. Please provide a brief description of the project.
The Volunteer Income Tax Assistance program helps low-income families file their taxes for free, ensuring that they receive their maximum refund and are able to apply for all applicable credits. Last year we helped families file for nearly $4 million in refunds throughout Utah County. We efficiently use volunteers to reach as many people as possible, but there is always room for growth. We also receive corporate gifts in kind to help run the program. We were surprised by the loss of our main IRS grant and will need more support this year while we work to supplement with additional grants, and then we would like to build on the success of the program to reach more families.

A.9. What will the approximate total cost of the project be?
$75,000.00

A.10 What is the CDBG amount requested ?
$30,000.00

A.11 What is the project service area?
Our project service area is all of Utah County. We specifically had sites in Lehi City last year and would like to expand to more. Because of privacy issues we do not keep track of individual addresses, but we do track how many people come to the tax preparation sites in various areas. As we are able to expand, we can add more sites in more locations.

A.12. Approximately how many clients will be served from the following communities with this project?

Location of CDBG Recipients	Number of CDBG Recipients
Orem	
Provo	2200
Lehi	85
Eagle Mountain	
Utah County (excluding Orem Provo Lehi and Eagle Mountain)	230
Areas Outside of Utah County	
Total	2,515

Pre-Application Assessment

Completed by csaldana@mountainland.org on 1/3/2025 9:52 AM

Case Id: 30491
Name: United Way of Utah County VITA - 2025
Address: 148 N. 100 W. , Provo, UT 84601

Pre-Application Assessment

If the applicant is not eligible, do not click "Complete & Submit". Please change status to "Application Denied" and add a note to Audit Log as to why the application is deemed Denied.

☑ **I certify that based on the Pre-Application, the applicant meets preliminary eligibility requirements for the Lehi City CDBG.**

Signature
Claudia Saldana
Electronically signed by csaldana@mountainland.org on 1/3/2025 9:52 AM

B. Agency Information

Completed by katieh@unitedwayuc.org on 2/7/2025 10:58 AM

Case Id: 30491
Name: United Way of Utah County VITA - 2025
Address: 148 N. 100 W. , Provo, UT 84601

B. Agency Information

Please provide the following information.

ADDITIONAL AGENCY INFORMATION
FEDERALLY REQUIRED INFORMATION: (The following information is required by the U.S. Department of Housing and Urban Development (HUD) for reporting purposes.)

B.1. UEI Number
NA

B.2. Federal Tax or Employer Identification Number (EIN):
94-2851681

B.3. Legal Status of Applying Organization:
501c3

B.4. Project Type:
Economic Development

FINANCE DIRECTOR
B.5. First Name
Kristen

B.6. Last Name
Ross

B.7. Mailing Address
148 N. 100 W. Provo, UT 84601

B.8. Email Address
kristenr@unitedwayuc.org

B.9. Phone Number
(801) 691-5305

C. Proposed Project

Completed by katieh@unitedwayuc.org on 2/7/2025 11:07 AM

Case Id: 30491
Name: United Way of Utah County VITA - 2025
Address: 148 N. 100 W. , Provo, UT 84601

C. Proposed Project

Please provide the following information.

Legal Status:
501c3

PROJECT DESCRIPTION
C.1. Provide a brief description of the project and targeted clients/beneficiaries.
The Volunteer Income Tax Assistance program provides free tax preparation services for low-income families and individuals. Trained and IRS-certified volunteer site coordinators and tax-preparers work with individuals and families to identify all eligible credits, such as the Earned Income Tax Credit (EITC), Education Credits, Childcare and Dependent credits, etc. to maximize refunds.

C.2. What is the approximate total project cost?
$75,000.00

C.3. What is the requested grant amount?
$10,000.00

C.4. Describe the geographic area/address of the area being served, or describe the beneficiaries being served (ex: senior center serving residents from Springville and Spanish Fork).
Services are available to individuals making $67,000 or less, the elderly, disabled, and those with limited English speaking skills. We currently have two permanent sites situated in Provo and American Fork serve Utah County residents. Along with two permanent sites, United Way of Utah County VITA program identifies communities to serve VITA ad hoc events. These are temporary tax filing sites serving a specific population for one to three volunteer sessions. United Way VITA has served Utah State Hospital, Alpine School District, Community Action Circles, and Mountainland Technical College employees, students, and local residents through these ad hoc tax events. All of these sites have been open to Lehi residents in the past, but we would like to expand to host a Lehi site and do specific outreach to Lehi residents.

PROJECT NEED
C.5. Describe the need for your project. What problem(s) will this address? How will residents, the community, and/or clients benefit if your project is funded?
One of the best ways to help a family out of poverty is to give them the money they earned back. By filing their taxes with the United Way VITA program, they receive a free service, potentially saving them hundreds of dollars on tax filing services. United Way of Utah County emphasizes the importance of health, education, and financial stability. Financial stability is a known social determinant of health that affects education, access to health care, future economic opportunities, and future health outcomes.

C.6. What supporting evidence and/or data do you have to substantiate this need?

20.2% of Utah County children are at risk of intergenerational poverty according to a 2024 report published by the Utah Department of Workforce Services.

PROJECT BENEFICIARIES

C.7. ELIGIBLE BENEFICIARIES MUST LIVE IN THE AREA(S) LISTED BELOW. Approximately how many clients will be served from the following communities with this project?

Organization/Nonprofits

Location of CDBG Recipients	Number of CDBG Recipients
Orem	
Provo	2200
Lehi	85
Eagle Mountain	
Utah County (excluding Orem Provo Lehi and Eagle Mountain)	230
Areas Outside of Utah County	
Total	2,515

Cost per beneficiary (CDBG request amount divided by the number of beneficiaries)
$24.00

C.8. LOW-MODERATE INCOME BREAKDOWN: Based on HUD LMI guidelines, calculate the breakdown of LMI persons your project will serve. The percent of total beneficiaries is calculated by dividing the number of persons served in an income category by the total number of persons served and multiplying by 100.

AMI	Number to be Served	Percentage
81%+ AMI		0.00%
51-80% AMI	2515	100.00%
31-50% AMI		0.00%
0-30% AMI		0.00%
Total	2,515	

C.9. Describe how beneficiary figures were obtained or data sources used.
Because of the program requirements, 100% of those served must be low-income. In the past, we have not kept the information that is provided to the IRS, so we don't have the break out of how many people are in each of the AMI categories. We plan to begin tracking that going forward, but we do know they are all at lease below the 80% line. Additionally, we tracked the number of people who participated at each site as opposed to where they were from, so we plan to track that this year so we will know exactly how many Lehi residents are participating and how we can effectively reach out to them. If we plan to serve 150 residents for $10,000, that would equal about $67 per participant.

PROJECT OBJECTIVES AND OUTCOMES

C.10. Please select the performance objective from the drop down menu:

- **Create Suitable Living Environments: Activities that benefit communities/families/individuals by addressing issues in their living environments.**
- **Create Economic Opportunities: Activities related to economic development, job creation, or commercial revitalization.**

- **Provide Decent Affordable Housing: Activities that increase supply of available, accessible, and affordable housing.**

Create Economic Opportunities

C.11. Please select the project performance measurement outcome that most accurately describes what will be accomplished by carrying out this activity from the drop down menu:

- **Availability/Accessibility: Activities that make services, infrastructure, housing, and shelter available and accessible. Note that accessibility does not only refer to physical barriers.**
- **Affordability: Activities that improve, create, or provide decent, safe, and sanitary housing to limited/low-mod clientele.**
- **Sustainability: Activities that provide, create, or retain longevity or sustainability.**

Sustainability: Activities that provide, create, or retain longevity or sustainability

C.12. Describe your project outcomes and how you will measure them?
We will increase access to free tax preparation services for low-income families in Lehi, maximizing their refund and ensuring proper filing. We will measure our outcomes by tracking returns files and refund totals.

C.13. Does receiving funding from one CDBG entitlement (example: Provo) allow you to provide a benefit to clients in some or all entitlement communities (Provo, Orem, Lehi, Eagle Mountain and Utah County)?
Yes

If so, please explain:
The sites are distributed throughout Utah County, and anyone from any city can attend any of the sites. In the past we have tracked attendance at each site. We plan to start tracking where the individuals and families live.

D. Project Scope

Completed by katieh@unitedwayuc.org on 2/7/2025 11:17 AM

Case Id: 30491
Name: United Way of Utah County VITA - 2025
Address: 148 N. 100 W. , Provo, UT 84601

D. Project Scope

Please provide the following information.

PROJECT BUDGET & TIMELINE
Please Note: The total in table D.1 should match the total in table D.2

D.1. Budget - Indicate your estimated project budget and funding sources. Please include this CDBG request in your budget and provide specific details about other funding sources, including the name of the agency or program (sources may include: other HUD, non-HUD federal, state, local, private, other) Total project cost should equal the sum of all listed sources of funds:

Funding Source	Committed	Non-Committed
EITC	$12,939.00	$0.00
Lending Club	$20,000.00	$0.00
TOTAL	$32,939.00	$0.00

D.2 Please enter a specific and detailed line-item budget for this proposed project.

Item Description	CDBG Funds	Other Funds	Total
Staff	$10,000.00	$70,000.00	$80,000.00
Software/Technology	$0.00	$5,000.00	$5,000.00
Supplies, Outreach, Volunteer Management	$0.00	$8,000.00	$8,000.00
TOTAL	$10,000.00	$83,000.00	$93,000.00

D.3. Describe how project cost figures were obtained and the data source used.
United Way of Utah County has been running the Volunteer Income Tax Assistance program for more than 15 years. The project cost figures are based on experience and the need to increase programming access and efficiency. For this current year, we did not receive a large IRS grant that we usually receive due to circumstance outside of our control. Our budget numbers for this year are slightly reduced to reflect that, but hope to build the program back up with additional funds next year.

D.4. Project Timeline: Please provide a detailed timeline of all project activities and milestones.

Approximate Start Date	Approximate End Date	Milestone/Activities	Notes
Invalid date	Invalid date	Tax Law Meeting	Working with Earn It Keep It Save It Coalition, we host an annual meeting with presentations by IRS representatives to

			inform of changes to the tax law.
Invalid date	Invalid date	VITA Sites Confirmed	We serve as regional coordinator and assist BYU, Bonneville Bank, Provo Freedom Stake with their tax site setup. We would like to reestablish a site at UVU.
Invalid date	Invalid date	Volunteer Recruitment	We provide multiple trainings throughout this time period prior to their IRS certification.
Invalid date	Invalid date	Scheduling Training	Our 211 center is trained on the scheduling system to make appointments and respond to inquiries.
Invalid date	Invalid date	Outreach	Marketing materials are created and distributed to key communities identified prior to the tax season, such as areas with high non-English speaking populations, non-traditional students, and Title 1 schools.
Invalid date	Invalid date	VITA Sites Open	

D.5 Outreach: Please describe outreach and marketing efforts for the proposed service/activity/project. Please include any outreach efforts to the marginalized communities CDBG funds strive to assist.

We develop and print marketing materials and identify key communities. We work with our other United Way programs (Community Centers, Sub for Santa, 211) and other external partners who serve low-income populations to get the word out along with social media outreach. We work with primary and secondary schools, congregations, Mountainland Technical College, Utah Valley University, Intermountain hospitals, and local businesses to distribute marketing materials.

E. Program Sustainability and Past Performance

Case Id: 30491
Name: United Way of Utah County VITA - 2025
Address: 148 N. 100 W. , Provo, UT 84601

Completed by katieh@unitedwayuc.org on 2/7/2025 11:21 AM

E. Program Sustainability and Past Performance

Please provide the following information.

PROGRAM SUSTAINABILITY

E.1. If funded, please describe how you would continue to implement the project/program if CDBG funds are not available in future years. Enter N/A for one-time projects.

United Way has been doing the VITA program for more than 15 years. We rely heavily on volunteers who return year after year. Each year, as we receive varying amounts of funding from different sources, we are able to scale up or scale back depending on the available funds.

E.2. In the event that your request is not fully funded, please prioritize your needs including amounts and address if the project will go forward if funds are not awarded.

If we do not receive funding this year, it will severely impact our ability to offer the VITA program. Currently, we have not secured committed funds for next year, though we have applied for additional streams of funding. In the absence of specific grant funding, we will relay on general United Way funds to sustain operations, with the hope of securing support through an IRS grant and a TANF EITC grant.

E.3. What is the minimum feasible grant award amount needed to complete this project?

$5,000.00

PAST AWARDS AND PERFORMANCE

E.4. Please list prior funding in the table below. For the "Project" column, please describe all CDBG-funded projects for that year. Enter "N/A" if you did not receive funding that year.

Funding Year	Award Amount	Project
FY2020	$0.00	NA
FY2021	$0.00	NA
FY2022	$0.00	NA
FY2023	$0.00	NA
FY2024	$0.00	NA
	$0.00	

E.5. If your organization has received a past CDBG award please assess your project accomplishments and your grant management performance.

E.6. Describe your organizational capabilities. How experienced are your staff with managing federal grants? Do you have financial systems and controls in place to comply with federal financial management requirements at 2 CFR 200? How are people and resources brought together to accomplish the project?

The VITA program is very successful in supporting the low-income individuals and families in our community year after year in effectively filing their tax returns and maximizing their refunds, bringing hard earned funds back into our community. Last year, we helped file 2,640 returns, which resulted in $4,226,057 in returns. United Way as an organization has received CDBG funding in the past but not specifically for the VITA program. Our senior team and finance manager have systems in place to review and manage all grants, including federal grants, along with all the systems and controls necessary. Our senior team provides oversight for the program to allocate and seek out resources and maximize volunteer involvement.

F. Required Documentation

Completed by katieh@unitedwayuc.org on 2/7/2025 3:27 PM

Case Id: 30491
Name: United Way of Utah County VITA - 2025
Address: 148 N. 100 W. , Provo, UT 84601

F. Required Documentation

Please provide the following information.

Legal Status:
501c3

☑ **Agency brochure**
FY2024 United Way Campaign Brochure.pdf

☑ **Articles of incorporation (non-profits)** *Required
UWUC articles of incorporation.pdf

☑ **Bylaws (non-profits)** *Required
Board By-Laws 5.2018.pdf

☑ **Engineer's cost estimate (construction/capital projects)** *Required
CDBG NA.docx

☑ **Federal tax exemption determination letter (non-profits)** *Required
501c3 Determination Letter.pdf

☑ **Financial statement and most recent audit** *Required
UWU-FY2023-Final-Audit-report.pdf

☐ **Income, residency, and race surveys and methodology or data with source**

***No files uploaded*

☑ **Letter(s) of Support from Board of Directors, OR Mayor, OR City Council (This letter confirms that the board/mayor/city council is aware that this application is being submitted and supports the project request.) *Required**

board chair letter.jpg

☑ **List of Board of Directors (non-profits) *Required**

UW Board of Directors Basic List 2024-25.docx

☑ **Photographs, maps, or other documentation**

Edit Five.jpg
Edit Two.jpg
IMG_0938.JPG

☑ **Program policies and procedures (Required if changes/updates since last application) *Required**

Policies and Procedures IRS.pdf

☑ **W-9 *Required**

United Way of Utah County W-9 12-12-2024 (1).pdf

Submit

Completed by katieh@unitedwayuc.org on 2/7/2025 3:28 PM

Case Id: 30491
Name: United Way of Utah County VITA - 2025
Address: 148 N. 100 W. , Provo, UT 84601

Submit

Once an application is submitted, it can only be "Re-opened" by an Administrator.

The applicant acknowledges and understands that the Grantor is relying on the information provided herein in deciding to award a grant. The applicant represents, warrants, and certifies that the information provided herein is true, correct, and complete. The applicant agrees to notify the Grantor immediately and in writing of any material adverse change (1) in any of the information contained in the application, (2) in the financial condition of any of the undersigned, or (3) in the ability of the undersigned to perform its (or the) obligations to the Grantor. In the absence of such notice or a new and full written statement, this should be considered as a continuing statement and substantially correct. Misrepresentations in the application or in communication with program staff may result in forfeiture of the award.

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Signature
Katie Hoshino
Electronically signed by katieh@unitedwayuc.org on 2/7/2025 3:27 PM

Date
02/07/2025

Projects	Funding	Requested	Minimum	Staff Rec
Lehi City	$ - .00	$ 300,000	$ 290,000	$ 290,000.00
MAG Admin	$ 40,000.00	$ 40,000	$ -	$ 40,000.00
Family Haven	$ - .00	$ 5,000	$ 5,000	
Holbrook Center	$ - .00	$ 31,864	$ 31,864	$ 13,852.00
Tabitha's Way	$ - .00	$ 16,174	$ 10,000	
United Way (VITA)	$ - .00	$ 10,000	$ 5,000	
Friend's of Children's Justice Center	$ - .00	$ 5,000	$ 5,000	
Total	**$ 40,000**	**$ 403,038**	**$ 341,864**	**$ 343,852.00**

Public Service Total	**$ - .00**	**$ 63,038**	**$ 51,864**	**$ 13,852.00**

Total Available	**$343,852.00**
Remaining	**$303,852.00**

PS Available	**$51,577.80**
PS Remaining	**$51,577.80**

Agenda Item No: 6

City Council Agenda Item Report

Meeting Date: March 18, 2025
Submitted By: Jacob Curtis
Submitting Department: Planning Division
Item Type: Ordinance
Agenda Section: Regular Agenda

Subject:

Consideration of Ordinance #07-2025 approving the Cardenas Zone Change on 0.16 acres located at 610 East State Street changing the zoning from R-2 to Commercial. (Tabled from the January 28, 2025 meeting)

Suggested Action:

Attachments:

CC Staff Report Cardenas Zone Change 03.18.25.docx

Cardenas Zone Change DRC 12.11.24.docx

Ord 07-2025.docx

Cardenas narrative.pdf

Cardenas GP.pdf

Cardenas Zoning.pdf

Cardenas Aerial.pdf

Cardenas Zone Change DRC 12.11.24.pdf

CARDENAS ZONE CHANGE
CITY COUNCIL REPORT

Applicant	Nelly Cardenas		
Meeting Date	March 18, 2025		
Requested Action/Purpose	Approval of a proposed zone change		
Location	610 East State Street		
Project Area	0.16 acres		
Existing Zoning	R-2		
Proposed Zoning	C (Commercial)		
Existing General Plan Land Use Designation	C		
Adjacent Zoning and Land Use	*North*	MU	State Street
	South	MU	Harding Shops
	East	MU	Dollar Tree
	West	R-2	Single family residential
Date of DRC Review	December 11, 2024		
Date of Planning Commission Review	January 9, 2025		
Assigned Planner	Jacob Curtis		

REQUIRED ACTION

Planning Commission	Review and recommendation
City Council	Final approval

APPLICABLE GENERAL PLAN GOALS AND POLICIES

COMMERCIAL (C)

The Commercial (C) land use classification is to provide controlled and compatible locations for retail, office, business, and other commercial activities. The classification is intended to enhance employment opportunities, encourage the efficient use of land, enhance property values and the City tax base, and ensure high quality design and function of commercial areas. The Commercial classification may typically include retail sales and services, offices and institutional uses.

APPLICABLE DEVELOPMENT CODE REGULATIONS

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

1. The effect of the proposed amendment on the character of the surrounding area;
2. Consistency with the goals and policies of the General Plan;
3. Consistency and compatibility of the proposed zone with the General Plan land uses of nearby and adjoining properties;
4. The suitability of the properties for the uses requested and their suitability for the existing uses identified by the General Plan;
5. Whether a change in the uses allowed for the affected properties will unduly affect the uses, or proposed

uses for nearby and adjoining properties;
6. The gain to the public health, safety, and welfare from the existing classification to the proposed amendment; and
7. The overall community benefit of the proposed amendment.

PROPERTY HISTORY

June 15, 1872- This property was incorporated with the original boundaries of Lehi City.

REPORT ANALYSIS

The applicant is seeking approval of a proposed zone change from R-2 to Commercial on 0.16 acres located at 610 East State Street. This will allow the property owner to explore future redevelopment opportunities. This zone change request is in line with the City's General Plan designation for the property. This change is consistent with the surrounding area as well, which has a mix of residential and commercial uses.

There were two technical DRC comments on the proposed zone change that included the following:

1. Record a 15' PUE&RCE along the State Street frontage
2. Recommend working on a boundary line agreement with neighbor to the west. (overlap in parcels)

Please consider the DRC comments in the motion.

POSSIBLE MOTIONS AND FINDINGS

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

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

PLANNING COMMISSION RECOMMENDATION

The Planning Commission reviewed the proposed zone change on January 9, 2025. The minutes and motion from this meeting are as follows:

3.1) Public hearing and recommendation of Nelly Cardenas' request for review of the Cardenas zone change on 0.16 acres located at 610 East State Street changing the zoning from R-2 (medium density residential) to Commercial.

Jacob Curtis presented the item. The zone change aligns with the general plan for the city.

Commissioner Jones expressed concern about the change to commercial zoning when it is surrounded by mixed-use zoning that may be used residentially. Curtis explained that regardless of the zoning change, there will not be residential density in the area.

The applicant, Mr. Cardenas, was present. He stated that the zoning change would help his accounting business.

Commissioner Everett opened and closed public comment.

Motion: Commissioner Roberts moved to give a positive recommendation to the city council, finding that the zone change is consistent with the goals and policies of the general plan and that it is compatible with the proposed zone change in the general plan. He included all DRC comments.

Vote: Commissioner Everett, yes. Commissioner Eyre, yes. Commissioner Kunze, yes. Commissioner Jones, yes. Commissioner Roberts, yes.

Motion passed unanimously.

Cardenas Residential Zone Change
DRC Redline Comments

Nelly Cardenas- requests review of the Cardenas zone change on 0.16 acres located at 610 East State Street changing the zoning from R-2 to Commercial.

DRC Members Present: Glade Kirkham, Garion Rowett, Ryan Allred, Shelbey Brewer, Kim Struthers, Gary Smith, Gary Ellis, James Farnsworth
Assigned Planner: Jacob Curtis
Representatives of the Applicant Present: N/A
Date of Plans Reviewed: 11/26/24
Time Start: 1:10
Time End: 1:10

DRC REDLINE COMMENTS:
Glade – Power:
1. Record a 15' PUE&RCE along the State Street frontage

Garion – Fire: No comments
Ryan – Water/Sewer: No comments
James – Parks: No comments
Gary S.– Building/Inspections: No comments
Shelbey– Public Works: No comments
Gary E. – Engineering: No comments
Kim – Planning:
2. Recommend working on a boundary line agreement with neighbor to the west. (overlap in parcels)

THIS ITEM WILL BE SCHEDULED FOR PLANNING COMMISSION ON JANUARY 9TH.

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: 07-2025

AN ORDINANCE APPROVING A ZONE DISTRICT DESIGNATION AMENDMENT AND ZONING DISTRICT MAP AMENDMENT LOCATED AT 610 EAST STATE STREET

WHEREAS, Nelly Cardenas, applicant for property located at 610 East State Street and further described by the legal description attached as Exhibit "A", has applied for an amendment to the Zone District and Zoning District Map; and

WHEREAS, the applicant seeks to have said parcel designated as C (Commercial); and

WHEREAS, following a public hearing on January 9, 2025, the Lehi City Planning Commission reviewed the proposed Zoning District Designation and Zoning District Map amendment and forwarded it to the City Council to decide on the proposed amendment; and

WHEREAS, on March 18, 2025, the Lehi 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 January 9, 2025; and

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

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

PART I:

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

PART II:

A. If a provision of this Ordinance 07-2025 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 18th day of March 2025.

ATTEST

_____ _____

Mark Johnson, Mayor Teisha Wilson, City Recorder

EXHIBIT “A”

CARDENAS ZONE CHANGE

12:049:0054- Taxing Description: COM N 660.76 FT & W 36.44 FT FR S 1/4 COR. SEC. 9, T5S, R1E, SLB&M.; N 1 DEG 26' 0" W 116 FT; S 62 DEG 42' 0" E 87.01 FT; S 0 DEG 29' 31" E .87 FT; S 0 DEG 29' 31" E 71.86 FT; S 89 DEG 59' 59" W 72.15 FT; S 2 DEG 15' 0" E 1.9 FT; W 3.22 FT TO BEG. AREA 0.162 AC.

December 12th, 2024

Dear Lehi City Planning and Zoning Department,

I am writing to formally request a zoning change for my property located at 610 E State Street, Ut 84043. Currently the property is zoned as residential. The reason for this request is driven mainly by the property location and the potential for economic growth. I believe that this change will not only benefit the local economy but also enhance the neighborhood by providing positive impacts such as job creation, increased property value, or improved infrastructure.

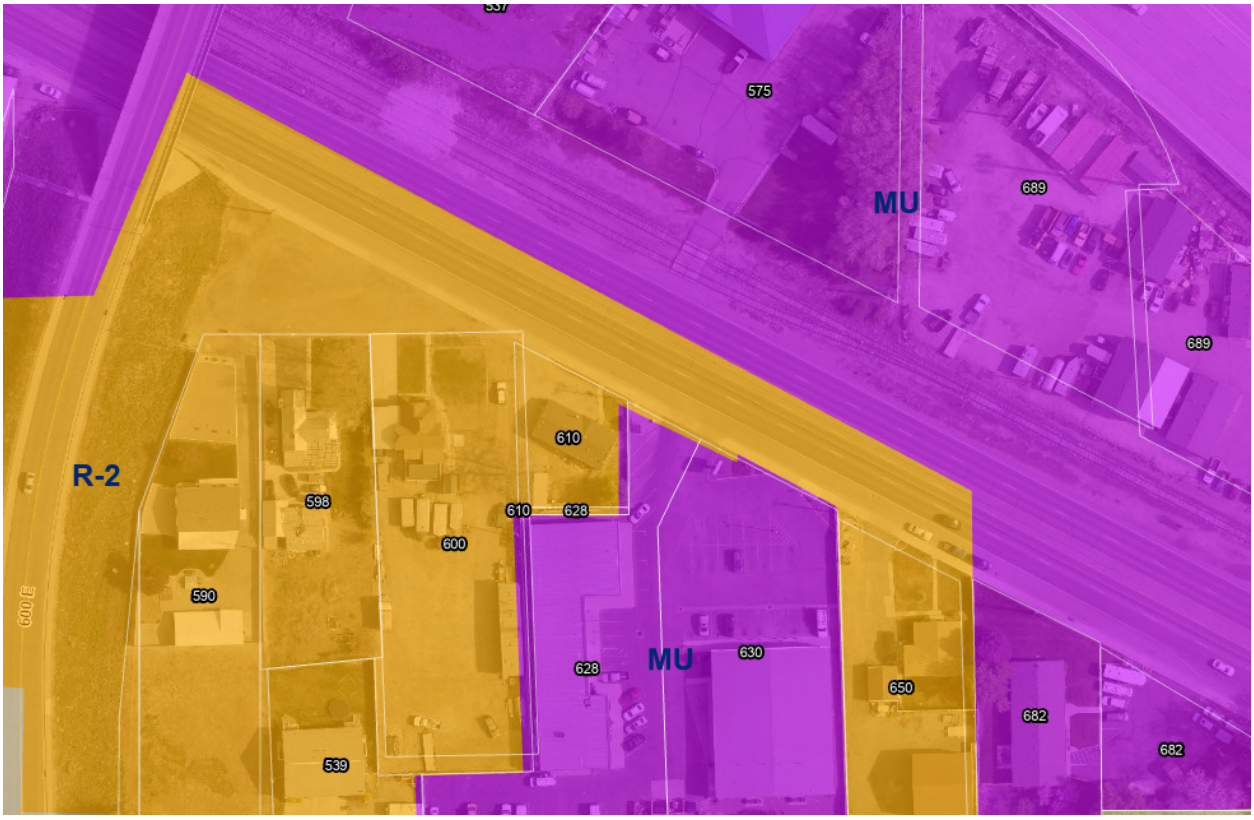
The zoning change also supports Lehi's general plan by fostering balanced growth and encouraging the efficient use of land in areas suitable for commercial development.

I am confident that this change will be a positive step for the property, the surrounding neighborhood, and the city.

I kindly request an opportunity to discuss this matter further with the appropriate city officials. Please let me know if there are additional documents or steps required to proceed with this request.

Sincerely,

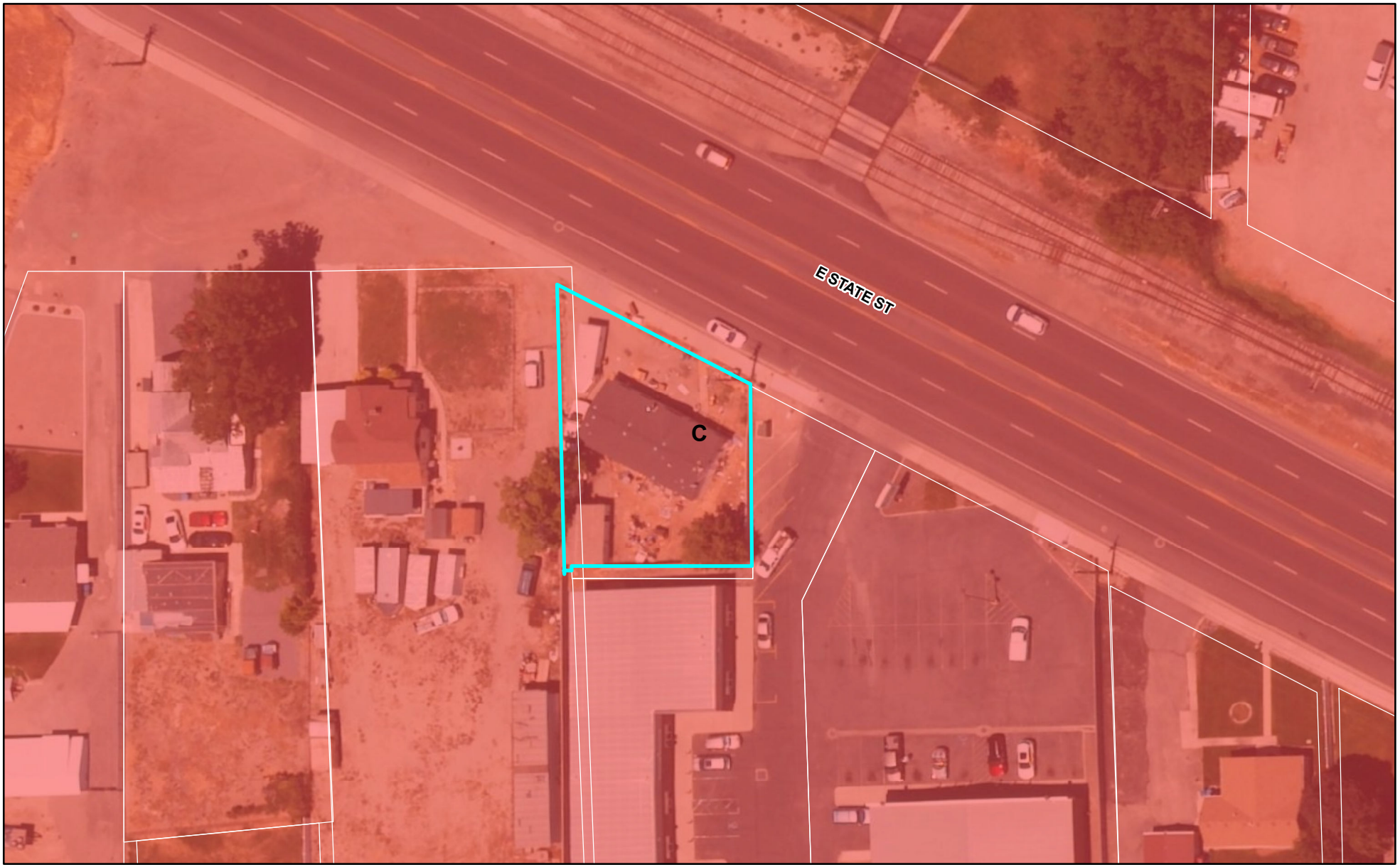
Yesika Cardenas



Current Zoning

Cardenas Zone Change

General Plan

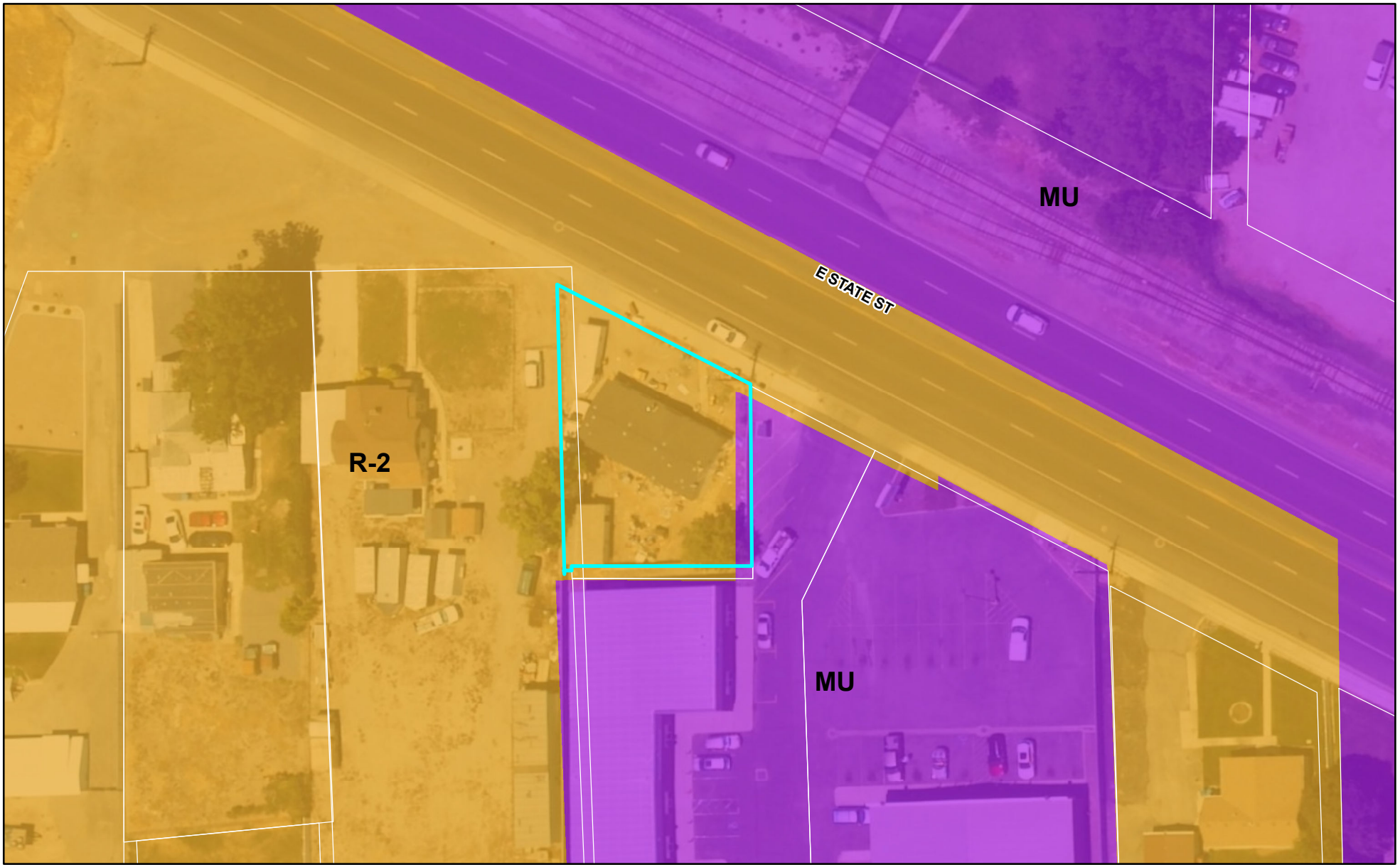


0 60 120 Feet

LEHI CITY

Cardenas Zone Change

Zoning



0 60 120 Feet

LEHI CITY

Cardenas Zone Change

Aerial



0 60 120 Feet

LEHI CITY

LEHI CITY
PIONEERING UTAH'S FUTURE

APPLICATION FOR ZONING MAP AMENDMENT

(Section 04-050 - 04-070 Lehi City Development Code)

For Office Use Only

File #:_____ Application Date:_____ Receipt #:_____ Planner:_____

Fee: $400

Name of Applicant Nelly Cardenas Authorized Agent (if applicable): _____

Address: 741 W 2450 N City: Lehi State: UT Zip: 84043

Phone#: 3857696117 Cell#:_____ Email: neycardenas@hotmail.com

Name of Owner(s) (if other than applicant): _____

(if more than one owner, attach additional information for each owner to this application)

Address: _____ City: _____ State:_____ Zip: _____

Phone#: _____ Cell#:_____ Email: _____

Owner's Signature of Authorization to file: _____

(if more than one owner, attach the signature of each owner to this application)

Address of Proposed Amendment: 610 E State Street Acres included Amendment: 0.16

Current Zone District Assignment: R2 Proposed Zone District Assignment: Commercial

Is the amendment consistent with the General Plan? Yes X No_____

APPLICATION SUBMITTAL PROCEDURES

(1) _____ The applicant shall contact a member of the Planning Staff before submitting plans electronically.

(2) _____ The applicant shall create an account and submit all required information electronically through the following link https://www.lehi-ut.gov/government/public-meetings/planning/applications/ (Agency Code Leh02), including:

(a) _____ the completed application and all other required information from the checklist outlined below.

(3) _____ **Staff will then review the submittal and send out an email with a link for the payment of fees.**

(4) _____ The applicant shall provide stamped, addressed #10 business envelopes for all property owners within 300 feet, including a mailing list.

The names and addresses for the most recently available Utah County tax assessment records can be found by using the following link https://maps.utahcounty.gov/PropertyNotification/PropertyNotification.htm. It shall be the sole responsibility of the applicant to verify that the mailing list and envelopes are complete and accurate.

The deadline for submittal for the meeting of the Reviewing Departments is 5:00 pm on Tuesday for review the following week on Wednesday. All fees need to be paid by noon on Wednesday (a week before the meeting). ***It is the applicant's responsibility to call and confirm their scheduled DRC time.***

APPLICATION SUBMITTAL REQUIREMENTS

Please read the applicable sections of the Lehi City Development Code in detail before submitting any type of project application. Attach to the application all necessary documentation as per the following Checklist. Missing information may be cause for denial of application.

The following items, at a minimum, shall be included with the application for any Zoning Map Amendment:

APPLICANT(S) CERTIFICATION

I (we) certify under penalty of perjury that this application and all information submitted as a part of this application is true, complete and accurate to the best of my knowledge. Should any of the information or representations submitted in connection with this application be incorrect or untrue, I (we) understand that Lehi City may rescind any approval or take any other legal or appropriate action. I (we) also acknowledge that I (we) have reviewed the applicable sections of the Lehi City Development Code and that items and checklists contained in this application are basic and minimum requirements only and that other requirements may be imposed that are unique to individual projects or uses. I (we) also agree to allow the Staff, Planning Commission, or City Council or appointed agent(s) of the City to enter the subject property to make any necessary inspections thereof. I (we) also acknowledge that I (we) understand the water rights conveyance requirements for Zoning Map Amendments contained in Section 27-040 of the Lehi City Development Code.

Applicant's Signature_____ Title_____ Date_____

Owner's Signature (if not the applicant)_____ Date 12/04/24

(If the proposed Zoning Map Amendment involves more than one property owner, please include the signatures of each owner)

Name_____ Phone_____ Tax I.D./Parcel # (s)_____

Current Zone District Assignment_____ Proposed Zone District Assignment_____

Address_____ Signature_____

Name_____ Phone_____ Tax I.D./Parcel # (s)_____

Current Zone District Assignment_____ Proposed Zone District Assignment_____

Address_____ Signature_____

Each owner and signer for himself says: I have personally signed this Application; I am aware of the requested Zoning Amendment and understand the terms and conditions of this Application; I am an owner of a portion of the property above mentioned and located at or near Lehi, Utah County, State of Utah, and my post office address is correctly written after my name. (attach additional sheets as necessary)

Please Note:

Attendance at Planning Commission & City Council meetings is <u>required</u> by the applicant or a representative. It is the applicant's responsibility to call for meeting dates and times. Fee payment is required at time of application submittal.

December 12th, 2024

Dear Lehi City Planning and Zoning Department,

I am writing to formally request a zoning change for my property located at 610 E State Street, Ut 84043. Currently the property is zoned as residential. The reason for this request is driven mainly by the property location and the potential for economic growth. I believe that this change will not only benefit the local economy but also enhance the neighborhood by providing positive impacts such as job creation, increased property value, or improved infrastructure.

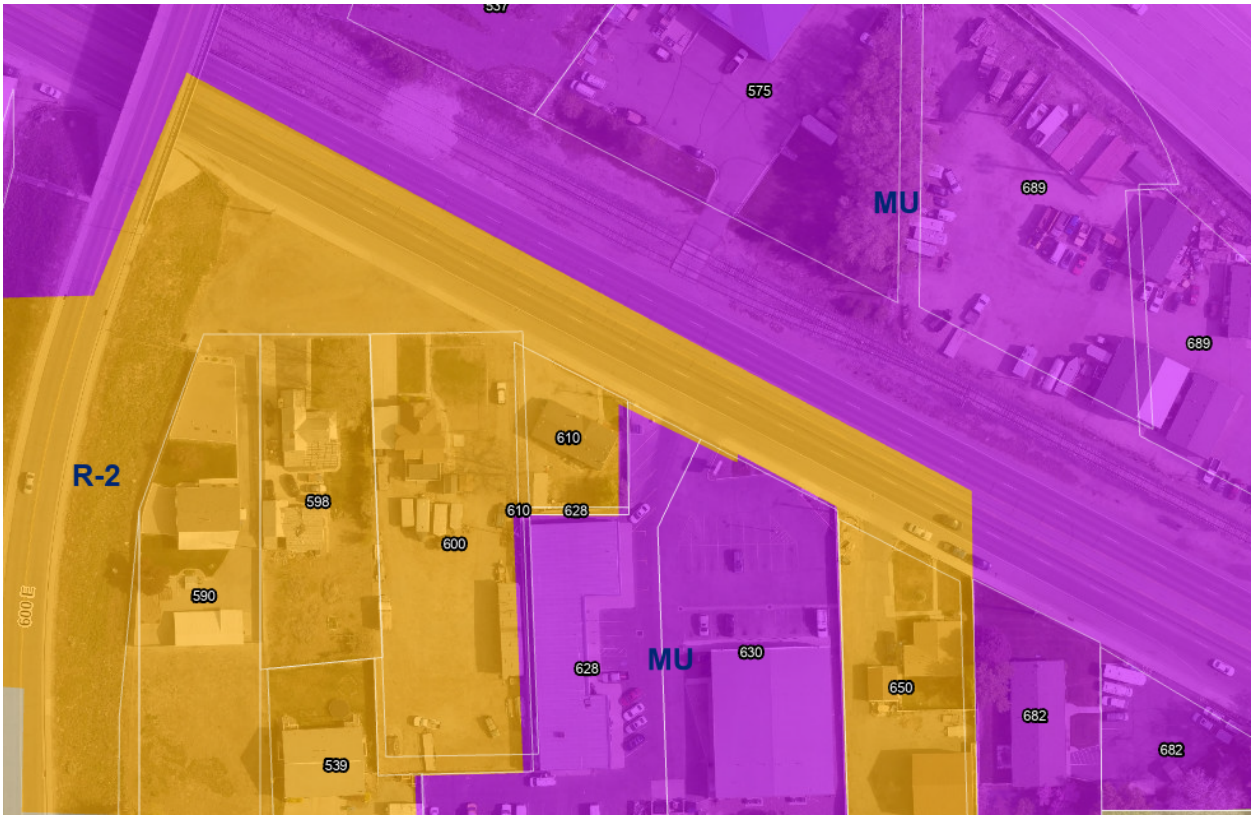
The zoning change also supports Lehi's general plan by fostering balanced growth and encouraging the efficient use of land in areas suitable for commercial development.

I am confident that this change will be a positive step for the property, the surrounding neighborhood, and the city.

I kindly request an opportunity to discuss this matter further with the appropriate city officials. Please let me know if there are additional documents or steps required to proceed with this request.

Sincerely,

Yesika Cardenas



Current Zoning



General Plan Map

HARDING SHOPS
DOLLAR TREE
AIR EXPRESS
HEATING
AIR CONDITIONING
266-8589
FOUNDATION CHIROPRACTIC
801-766-1366
Foundationchiro@me.com

HARDING SHOPS
DOLLAR TREE
AIR EXPRESS
HEATING
AIR CONDITIONING
766-6589
FOUNDATION CHIROPRACTIC
801-766-1366
Foundationchiroclinic.com

OBALT
FRIGERATION INC.



Agenda Item No: 7

City Council Agenda Item Report

Meeting Date: March 18, 2025
Submitted By: Jacob Curtis
Submitting Department: Planning Division
Item Type: Resolution
Agenda Section: Regular Agenda

Subject:
Consideration of Resolution #2025-12 intent to annex the Bart Christofferson Annexation #2 located at 440 South 300 East.

Suggested Action:

Attachments:

CC Staff Report - Resolution of Intent Bart Chrisofferson Annexation #2 03.18.25.docx

Bart Christofferson Annexation #2 DRC 02.26.25.docx

Res 2025-12.docx

Bart Christofferson annexation Narrative.pdf

Bart Christofferson annexation #2 plat.pdf

BART CHRISTOFFERSON ANNEXATION #2

CITY COUNCIL REPORT

Applicant	Tony Trane		
Meeting Date	March 18, 2025		
Requested Action/Purpose	Acceptance of a resolution of intent to annex		
Location	440 S 300 E		
Requested Zoning	R-1-Flex		
General Plan Land Use Designation	LDR		
Acreage	0.40 acres		
Existing Land Use	Single family residential		
Adjacent Zoning and Land Use	*North*	R-1-Flex	Undeveloped
	South	N/A	Single family residential
	East	R-1-8	Southtowne Plat B Subdivision
	West	N/A	Undeveloped
Assigned Planner	Jacob Curtis		

REQUIRED ACTION

City Council	Acceptance of resolution
Planning Commission	Review and recommendation on proposed zoning
City Council	Final approval

REPORT ANALYSIS

The applicant requests approval of the resolution of intent to annex property located at 440 South 300 East with proposed R-1-Flex zoning.

The resolution of intent is the first step in the process of annexing. If approved, the annexation will go to the Planning Commission for review and recommendation on the zoning. The final public hearing and consideration will take place at the final City Council meeting.

The proposed annexation will add a portion of an existing county island. This area has a general plan land use designation with the intent that it would annex into Lehi at some point.

The DRC reviewed the proposed annexation and had no critical issue concerns. Some of their comments include:

1. The proposed R-1-Flex zoning is consistent with the Low Density Residential (LDR) General Plan Designation
2. A line extension is required to serve this parcel.
3. As a condition of recording the annexation and prior to submission of an application for preliminary subdivision, the owner needs to complete the required water dedication for the R-1-Flex Zone. The amount of culinary water is 1.58 acre feet per acre and irrigation water is 2.11 acre feet per acre.
4. Update the acceptance by legislative body including adding “mayor” label and removing extra lines
5. It would be helpful to better delineate the property being annexed. Maybe use a thicker line type and bold the text for the parcel information.

These comments were informative for the applicant.

POSSIBLE MOTIONS AND FINDINGS

The City Council may move to accept or deny the resolution of intent to annex. Any motion should include findings. Possible findings include:

1. The proposed application does/does not conform to the goals and policies of the General Plan.
2. Other findings as determined by the public hearing.

Bart Christofferson Annexation #2
DRC Redline Comments

Tony Trane – requests review of the Bart Christofferson Annexation #2 with proposed R-1 Flex zoning located at 440 South 300 East.

DRC Members Present: Glade Kirkham, Garion Rowett, Ryan Allred, Shelbey Brewer, Kim Struthers, Gary Smith, Gary Ellis, James Farnsworth, Luke Seegmiller
Representatives of the Applicant Present: Tony Trane
Assigned Planner: Jacob Curtis
Date of Plans Reviewed: 02/18/25
Time Start: 1:04pm
Time End: 1:15pm

DRC REPORT:

1. **Critical Issues:**

2. **Location of existing and proposed City facilities:**
   a. All utilities are available in 300 East

3. **Zoning required or recommended:**
   a. The proposed R-1-Flex zoning is consistent with the Low Density Residential (LDR) General Plan Designation

4. **Distances to schools/parks/shopping**
   a. Lehi Elementary 1.3 miles
   b. Lehi Junior High 1.9 miles
   c. Lehi High School 0.9 miles
   d. Margaret Wines Park 1.2 miles
   e. Macey's Grocery Store 0.7 miles

5. **Transportation**
   200 South and Main Street to the North. Railroad blocks access to the south.

DRC GENERAL COMMENTS:

1. A line extension is required to serve this parcel.
2. RMP ATA may be required.
3. RMP serves neighbor behind.
4. As a condition of recording the annexation and prior to submission of an application for preliminary subdivision, the owner needs to complete the required water dedication for the R-1-Flex Zone. The amount of culinary water is 1.58 acre feet per acre and irrigation water is 2.11 acre feet per acre.
5. Update the acceptance by legislative body including adding "mayor" label and removing extra lines
6. It would be helpful to better delineate the property being annexed. Maybe use a thicker line type and bold the text for the parcel information.

THIS ITEM WILL BE SCHEDULED FOR CITY COUNCIL ON MARCH 18th
NEED ENVELOPES
(PLANNING STAFF - REMEMBER TO SEND AN ELECTRONIC COPY OF THE ANNEXATION PLAT TO THE COUNTY SURVEYOR'S OFFICE FOR THEIR "PRE CHECK" AND REMEMBER TO CHECK NAME ON ANNEXATION PLAT THAT IT STAYS THE SAME THROUGHOUT THE PROCESS AND ON ALL LEGAL DOCUMENTS)

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.

RESOLUTION NO: 2025-12

RESOLUTION OF INTENT OF LEHI CITY COUNCIL TO ANNEX REAL PROPERTY ("BART CHRISTOFFERSON ANNEXATION #2" ANNEXATION)

WHEREAS, the Lehi City Council has determined that a certain parcel of real property described in Exhibit A constitutes a portion of land contiguous to Lehi City Corporation and should be annexed to Lehi City Corporation; and

WHEREAS, the area to be annexed consists of one or more unincorporated islands or unincorporated peninsulas contiguous to the municipality, each of which has fewer than 800 residents; and

WHEREAS, Lehi City Corporation can provided one or more municipal-type services to the area; and

NOW THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. Pursuant to the provision of Section 10-2-418 of the Utah Code, the Lehi City Council hereby intends to annex the parcels of real property owned by Bart & Leann Christofferson, consisting of approximately 0.40 acres, and further described by Attachment "A".

2. Staff is directed to publish notice of this proposed annexation in a newspaper of general circulation within Lehi City, once a week for three successive weeks. Said notice shall comply with the requirements of Section 10-2-418(2)(b) of the Utah Code.

3. This Resolution shall be effective upon the date of its adoption.

PASSED AND APPROVED by the City Council of Lehi City, Utah this 18th day of March 2025.

ATTEST:

_____ _____

MARK JOHNSON, Mayor TEISHA WILSON, City Recorder

Exhibit A

NOTICE OF INTENT TO ANNEX REAL PROPERTY

Notice is hereby given that Lehi City Corporation has adopted a resolution indicating its intent to annex real property owned by Bart & Leann Christofferson located at 440 South 300 East, Lehi, Utah, consisting of approximately 0.40 acres, and further described as follows:

Legal Description:

ANNEXATION DESCRIPTION

Beginning at the Southwest corner of Bart Christofferson Annexation which is South 00°21'46" East 493.80 feet along the section line, East 1135.43 feet and South 00°53'06" East 89.46 feet from the West Quarter Corner of Section 16, Township 5 South, Range 1 East, Salt Lake Base and Meridian; thence East 192.24 feet along the South line of said annexation; thence South 00°15'40" West 92.53 feet along the West line of Marie Willes Annexation; thence North 89°50'56" West 189.40 feet; thence North 00°53'06" West 92.04 feet to the point of beginning.

Parcel Contains 0.40 acres

Basis of Bearing: the line between the West Quarter Corner and the Northwest Corner of Section 16, Township 5 South, Range 1 East, Salt Lake Base and Meridian, which bears: South 00°21'46" East

A public hearing has been scheduled before the Lehi City Council on the 18th day of March 2025, at 7 p.m. for the purpose of receiving public comment.

The Lehi City Council will annex the above-described parcels unless, at or before the public hearing, written protests to the annexation are filed by the owners of real property located within the area proposed for annexation covering a majority of the total private land area within the entire area proposed for annexation and also is equal to at least ½ the value of all private real property within the entire area proposed for annexation.

Narrative

Lehi City
Attn: City Council and Staff

Subject: Bart Christofferson Annexation #2 Request

The property owner of approximately 0.4 acres located at 400 south 300 east desires to annex into Lehi City. This annexation is requesting to be annexed under the R1-Flex zoning. We feel this is an appropriate request based on the criteria below:

(a) In general, what is the topography, vegetation, and other natural features present on the property proposed to be annexed? Flat Farm Land

(b) What is the existing land use(s) of the property proposed for annexation and those requested by the owners? Open Field

(c) What is the current and potential (if the property were developed) population and residential density of the proposed area? The intent would be to create 1 buildable lot in the area of the annexation.

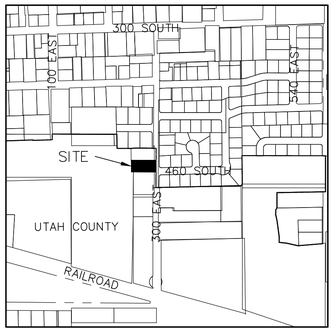
(d) How will the proposed annexation comply with and achieve Lehi City's land use(s), goals and policies outlined in the Lehi City General Plan? The request is in line with the land use goals of this area.

(e) What are the current and potential (if the property were developed) demands for City provided facilities and services to the area proposed for annexation, including culinary water, irrigation water, wastewater,transportation facilities, drainage, fire protection, solid waste, parks and recreation, and police protection? Potential impact of 1 lot.

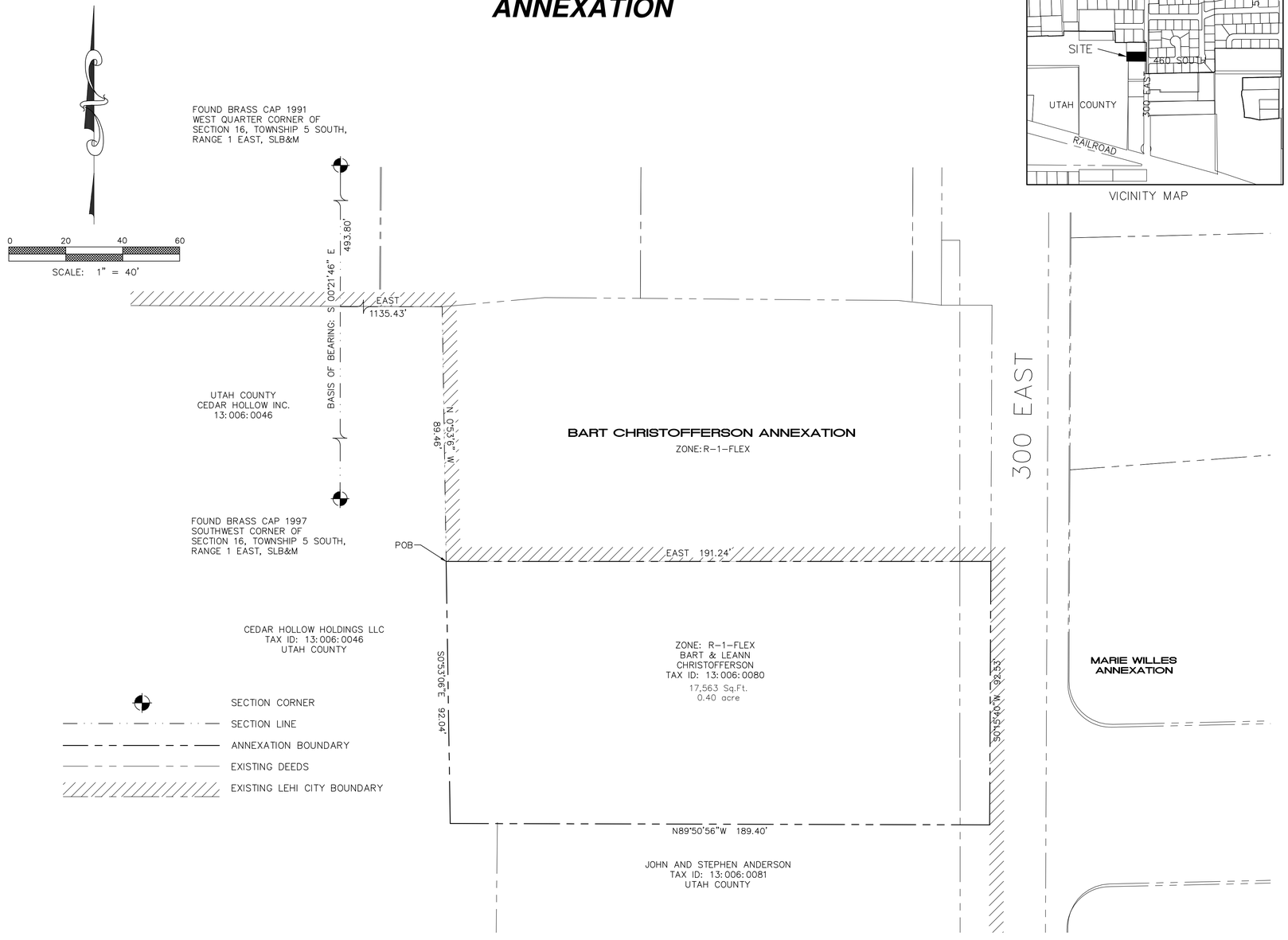
(f) Are the water rights necessary for annexation, found in Section 27-040 of the Lehi Development Code available for dedication to Lehi City upon annexation? The owner is planning to purchase water from the city for the water rights requirement with the city that are anticipated to be used with this annexation.

Thank you for your consideration of this matter.

BART CHRISTOFFERSON #2 ANNEXATION



VICINITY MAP



TRANE ENGINEERING, P.C.
CONSULTING ENGINEERS AND LAND SURVEYORS
170 SOUTH INTERSTATE PLAZA, SUITE 230, LEHI, UTAH 84043 (801) 768-4544

SURVEYOR'S CERTIFICATE

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

ANNEXATION DESCRIPTION

Beginning at the Southwest corner of Bart Christofferson Annexation which is South 00°21'46" East 493.80 feet along the section line, East 1135.43 feet and South 00°53'06" East 89.46 feet from the West Quarter Corner of Section 16, Township 5 South, Range 1 East, Salt Lake Base and Meridian; thence East 192.24 feet along the South line of said annexation; thence South 00°15'40" West 92.53 feet along the West line of Marie Willes Annexation; thence North 89°50'56" West 189.40 feet; thence North 00°53'06" West 92.04 feet to the point of beginning.

Parcel Contains 0.40 acres

Basis of Bearing: the line between the West Quarter Corner and the Northwest Corner of Section 16, Township 5 South, Range 1 East, Salt Lake Base and Meridian, which bears: South 00°21'46" East

SURVEYOR

DATE

SURVEYOR'S SEAL

THIS PLAT HAS BEEN REVIEWED BY THE COUNTY SURVEYOR AND IS HEREBY CERTIFIED AS A FINAL LOCAL ENTITY PLAT, PURSUANT TO UTAH COUNTY ANN. 17-23-20 AS AMMENDED

SURVEYOR

DATE

COUNTY SURVEYOR'S SEAL

ACCEPTANCE BY LEGISLATIVE BODY

THIS IS TO CERTIFY THAT WE, THE UNDERSIGNED LEHI CITY COUNCIL HAVE ADOPTED A RESOLUTION OF ITS INTENT TO ANNEX THE TRACT OF LAND SHOWN HEREIN AND SUBSEQUENTLY ADOPTED AN ORDINANCE ANNEXING SAID TRACT INTO LEHI CITY, UTAH AND THAT A COPY OF THE ORDINANCE HAS BEEN PREPARED FOR FILING HEREWITH ALL IN ACCORDANCE WITH UTAH CODE SECTION 10-2-418 AS REVISED AND THAT WE HAVE EXAMINED AND DO HEREBY APPROVE AND ACCEPT THE ANNEXATION OF THE TRACT AS SHOWN AS A PART OF SAID CITY AND THAT SAID TRACT OF LAND IS TO BE KNOWN HEREAFTER AS THE

BART CHRISTOFFERSON #2 ANNEXATION.

DATED THIS _____ DAY OF _____

RECORDER

RECORDER'S SEAL

ANNEXATION PLAT

BART CHRISTOFFERSON #2 ANNEXATION

LEHI CITY, UTAH COUNTY, UTAH

SCALE 1" = 20 FEET

THIS FORM APPROVED BY UTAH COUNTY AND THE MUNICIPALITIES THEREIN

Agenda Item No: 8

City Council Agenda Item Report

Meeting Date: March 18, 2025
Submitted By: Jacob Curtis
Submitting Department: Planning Division
Item Type: Ordinance
Agenda Section: Regular Agenda

Subject:
Consideration of Ordinance #08-2025 approving the Heaton Zone Change on 0.73 acres from RA-1 to R-1-Flex located at 285 South 500 West.

Suggested Action:

Attachments:

CC Staff Report Heaton Zone Change 03.18.25.docx

Heaton Zone Change DRC 02.05.25.docx

Ord 08-2025.docx

Heaton Zone Change DRC 02.05.25 narrative.pdf

Heaton Aerial.pdf

Heaton GP.pdf

Heaton Zoning.pdf

HEATON ZONE CHANGE
CITY COUNCIL REPORT

Applicant	Travis Heaton		
Meeting Date	March 18, 2025		
Requested Action/Purpose	Approval of a proposed zone change		
Location	285 S 500 W		
Project Area	0.73 acres		
Existing Zoning	RA-1		
Proposed Zoning	R-1-Flex		
Existing General Plan Land Use Designation	LDR		
Adjacent Zoning and Land Use	*North*	RA-1	Single family residential
	South	RA-1	Single family residential
	East	RA-1	Single family residential
	West	RA-1	Single family residential
Date of DRC Review	February 5, 2025		
Date of Planning Commission Review	February 27, 2025		
Assigned Planner	March 18, 2025		

REQUIRED ACTION

Planning Commission	Review and recommendation
City Council	Final approval

APPLICABLE GENERAL PLAN GOALS AND POLICIES

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.

APPLICABLE DEVELOPMENT CODE REGULATIONS

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

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

Section 05.020. Zoning Districts Purpose.

E. The purpose of the Low Density Residential Districts (R-1-12, R-1-10, R-1-8, and R-1-Flex) is to provide for

single-family residential areas and dwelling units on individual lots.

1. The standard zones for the Low Density Residential District are the R-1-Flex zone and R-1-12.

All developments within the R-1-Flex District that are less than ten gross acres in size shall meet the following requirements:

(a) maximum density of three and one quarter (3.25) units per acre; and
(b) minimum lot size of 8,000 square feet.

PROPERTY HISTORY

June 15, 1872- This property was incorporated with the original boundaries of Lehi City.

REPORT ANALYSIS

The applicant is seeking approval of a proposed zone change from RA-1 to R-1-Flex on 0.73 acres of property located at 285 S 500 W. The General Plan designation of LDR is consistent with the requested zoning of R-1-Flex.

The rezone application will allow the applicant to subdivide the property and create a buildable lot. The zone change is needed to meet street frontage requirements for the second lot.

The DRC reviewed the proposed zone change and had one redline comment.

1. We would only require .45 acre feet of culinary water to serve the additional home. They wouldn't need to dedicate any more irrigation water.

Please consider the DRC comment in the motion.

POSSIBLE MOTIONS AND FINDINGS

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

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

PLANNING COMMISSION RECOMMENDATION

The Planning Commission reviewed the proposed zone change on February 27, 2025. The minutes and motion from this meeting are as follows:

3.1) Public hearing and recommendation of Travis Heaton's request for review of the Heaton Zone Change from RA-1 (residential/agriculture) to R-1 Flex (residential) on 0.73 acres located at 285 South 500 West.

Jacob Curtis presented the item. The change will allow the applicant to subdivide the lot at a later date. The applicant would like to place an additional single family home on the property.

The applicant, Travis Heaton, was present. He had no additional comments.

Commissioner Everett opened and closed public comment.

Motion: Commissioner Kunze moved to give a positive recommendation to the Lehi City Council with the finding that the effect of the proposed amendment on the character of the surrounding area is positive, it is consistent with the goals and policies of the general plan, and the proposed zone is compatible with the general plan land uses of nearby and adjoining properties. She included all DRC comments. Commissioner Eyre seconded.

Vote: Commissioner Everett, yes. Commissioner Eyre, yes. Commissioner Kunze, yes. Commissioner Roberts, yes. Commissioner Jones, yes.

Motion passed unanimously.

Heaton Zone Change
DRC Redline Comments

*Travis Heaton- requests review of the **Heaton Zone Change** on 0.73 acres from RA-1 to R-1-Flex located at 285 South 500 West.*

DRC Members Present: Glade Kirkham, Garion Rowett, Ryan Allred, Shelbey Brewer, Kim Struthers, Gary Smith, Gary Ellis, James Farnsworth, Luke Seegmiller
Assigned Planner: Jacob Curtis
Representatives of the Applicant Present: Travis Heaton
Date of Plans Reviewed: 01/28/25
Time Start: 1:03 pm
Time End: 1:05 pm

DRC REDLINE COMMENTS:
Glade – Power: No comments
Garion – Fire: No comments
Ryan – Water/Sewer: No comments
James – Parks: No comments
Gary S. – Building/Inspections: No comments
Shelbey – Public Works: No comments
Gary E. – Engineering: No comments
Luke- Traffic: No comments
Kim – Planning: (kstruthers@lehi-ut.gov)
1. We would only require .45 acre feet of culinary water to serve the additional home. They wouldn't need to dedicate any more irrigation water.

THIS ITEM WILL BE SCHEDULED FOR PLANNING COMMISSION ON FEBRUARY 27, 2025. (NEED ENVELOPES)

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: 08-2025

AN ORDINANCE APPROVING A ZONE DISTRICT DESIGNATION AMENDMENT AND ZONING DISTRICT MAP AMENDMENT LOCATED AT 285 S 500 W

WHEREAS, Travis Heaton, applicant for property located at 285 S 500 W and further described by the legal description attached as Exhibit "A", has applied for an amendment to the Zone District and Zoning District Map; and

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

WHEREAS, following a public hearing on February 27, 2025, the Lehi City Planning Commission reviewed the proposed Zoning District Designation and Zoning District Map amendment and forwarded it to the City Council to decide on the proposed amendment; and

WHEREAS, on March 18, 2025, the Lehi 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 27, 2025; and

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

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

PART I:

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

PART II:

A. If a provision of this Ordinance 08-2025 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 18th day of March 2025.

ATTEST

_____ _____

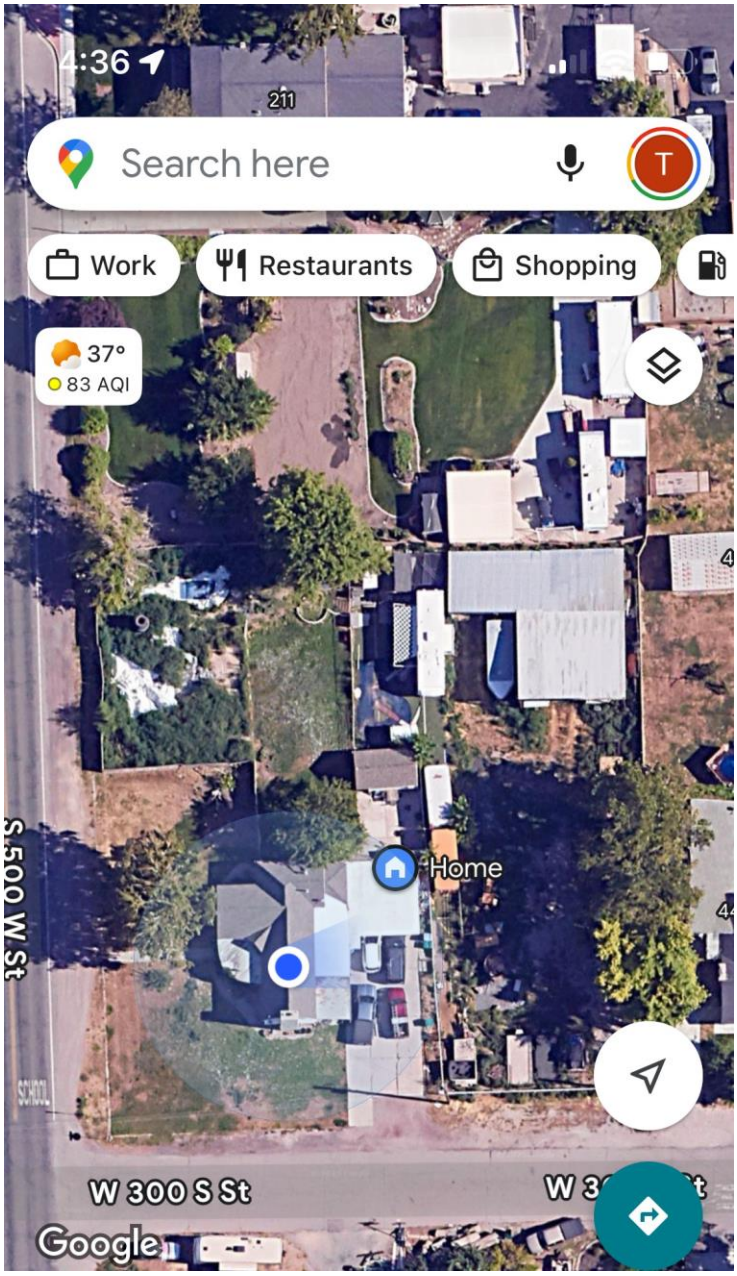
Mark Johnson, Mayor Teisha Wilson, City Recorder

EXHIBIT “A”

Heaton Zone Change

Legal Description: LOT 2 OF BLK 21, PLAT A, LEHI CITY SUR.

I am requesting a zone change from RA-1 to R-1-Flex on my 0.73-acre property at 285 S 500 W. I would like to subdivide my lot to build a new home for my family to the North of the existing home. The change reduces the lot frontage requirements that I need for the subdivision.



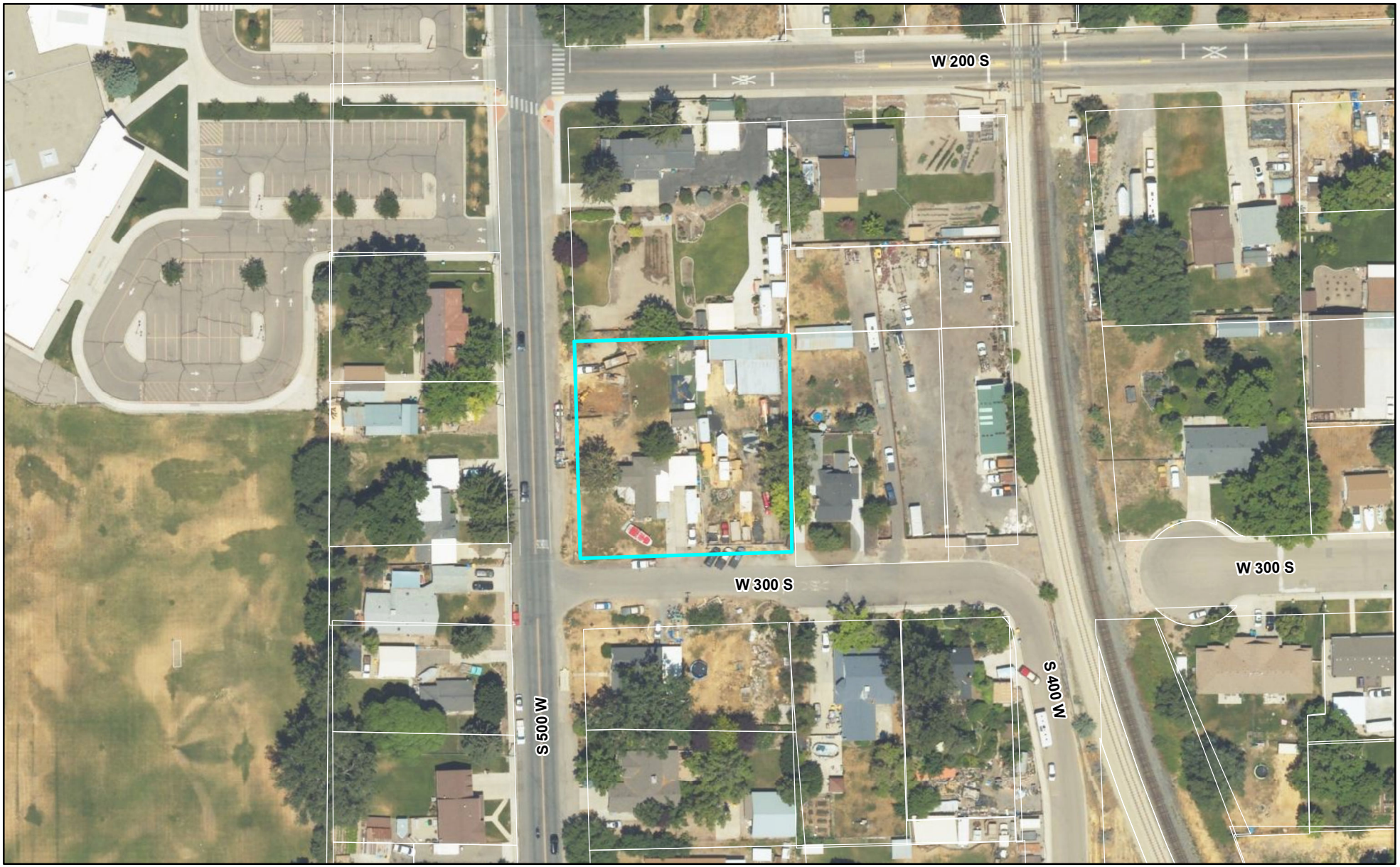
Legal Description: LOT 2 OF BLK 21, PLAT A, LEHI CITY SUR.



The zone change request to R-1-Flex is consistent with the General Plan designation of LDR.

Heaton Zone Change

Aerial

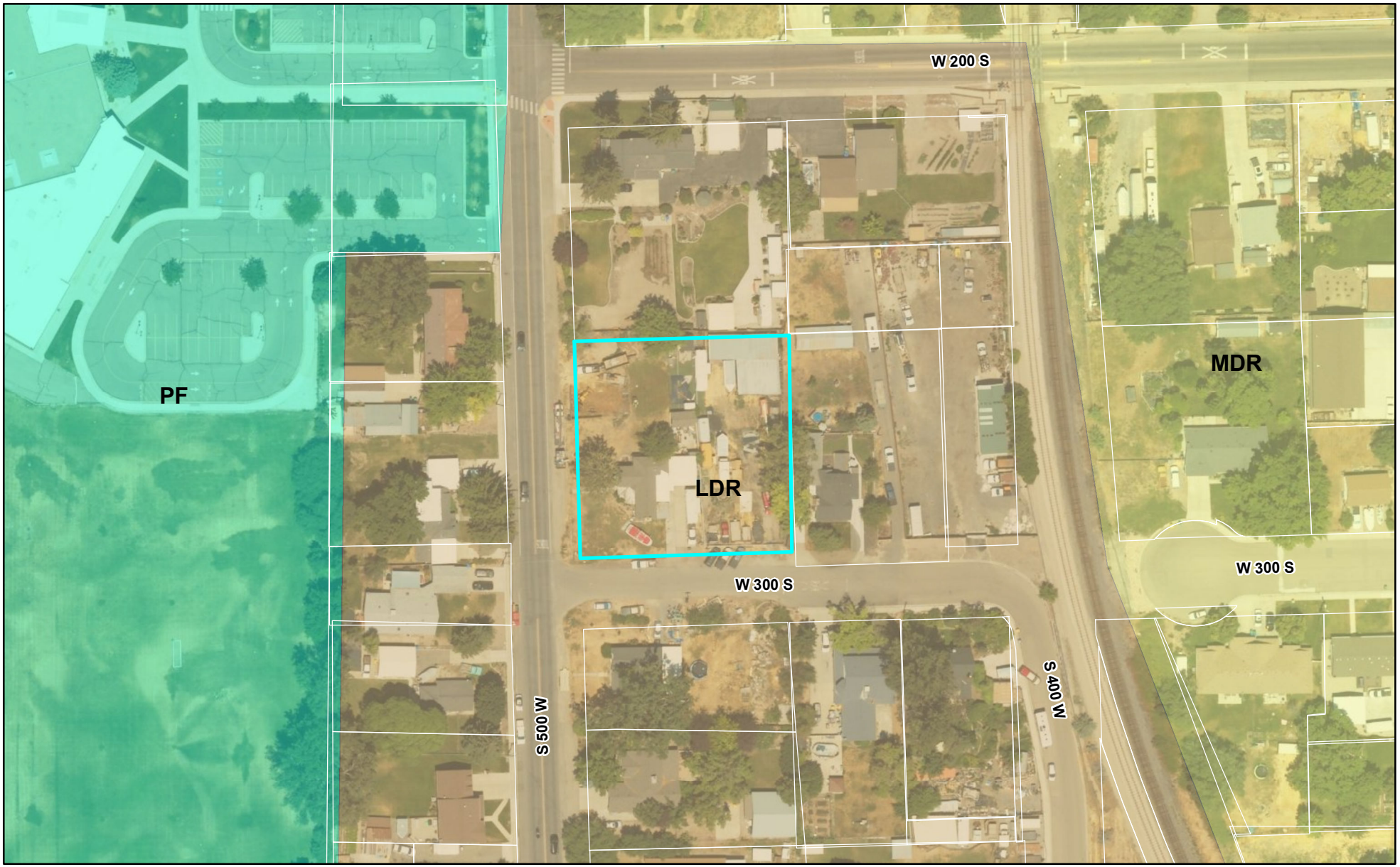


0 130 260 Feet

LEHI CITY

Heaton Zone Change

General Plan

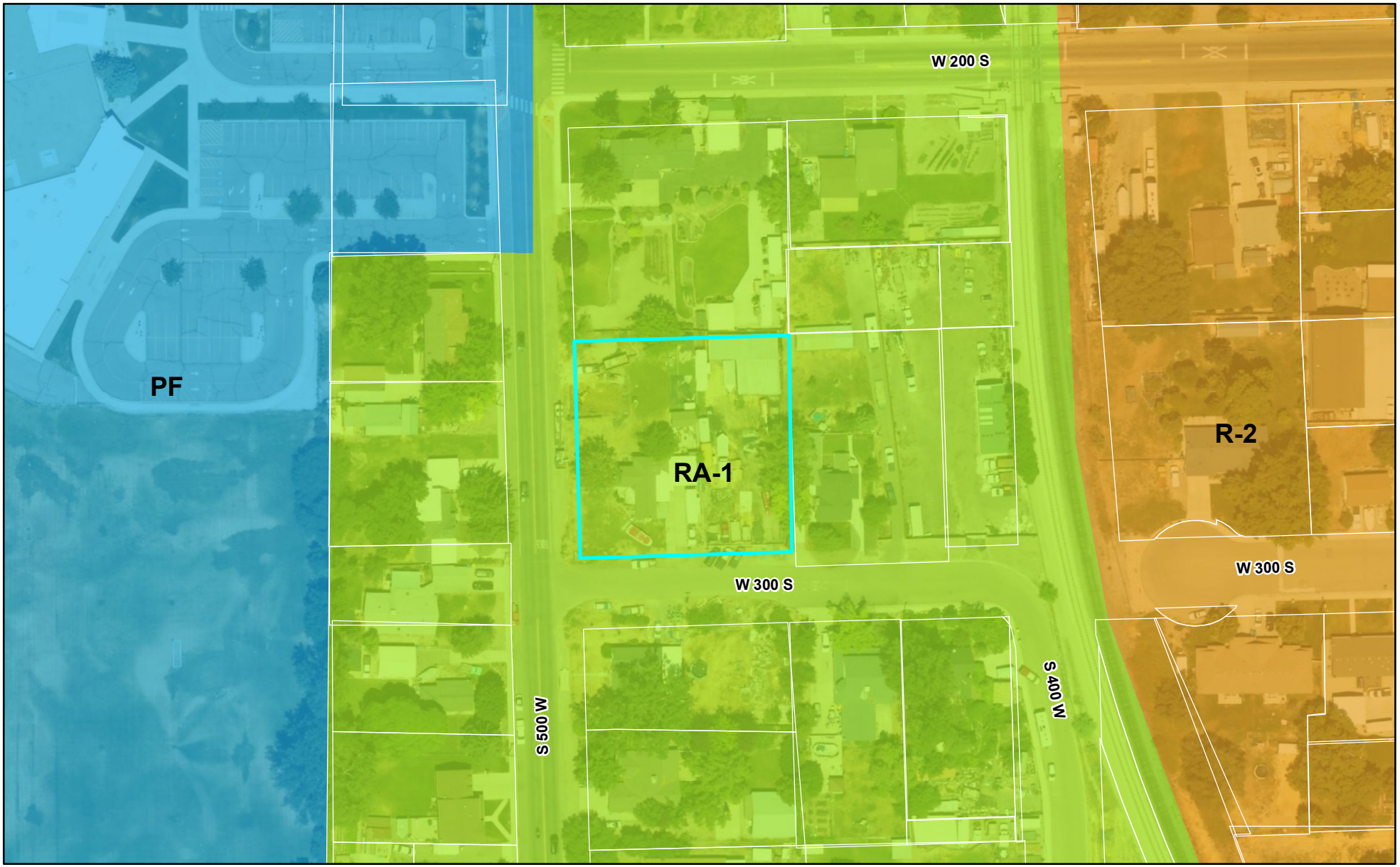


0 130 260 Feet

LEHI CITY

Heaton Zone Change

Zoning



0 130 260 Feet

LEHI CITY

Agenda Item No: 9

City Council Agenda Item Report

Meeting Date: March 18, 2025
Submitted By: Brittney Harris
Submitting Department: Planning Division
Item Type: Ordinance
Agenda Section: Regular Agenda

Subject:
Consideration of Ordinance #13-2025 approving the KAZ Design Build Zone Change on 0.99 acres from RA-1 to R-1-Flex located at 850 North 1200 East.

Suggested Action:

Attachments:

CC Staff Report KAZ Design Build Zone Change 03.18.25.docx

KAZ Design Build DRC 02.05.25.docx

Ord 13-2025.docx

KAZ narrative and explanation.pdf

Aerial Map.pdf

General Plan Map.pdf

Zoning Map.pdf

KAZ DESIGN BUILD ZONE CHANGE

CITY COUNCIL REPORT

Applicant	Lydon Dangerfield		
Meeting Date	March 18, 2025		
Requested Action/Purpose	Approval of a proposed zone change		
Location	850 North 1200 East		
Acreage	0.99 acres		
Existing Zoning	RA-1		
General Plan Land Use Designation	Low Density Residential (LDR)		
Proposed Zoning Designation	R-1-Flex		
Existing Land Use	Single Family Home		
Adjacent Zoning and Land Use	*North*	R-1-8	Single Family Homes
	South	RA-1	Single Family Homes
	East	Unincorporated	Single Family Homes
	West	R-1-8	Church Building
Date of DRC Review	February 5, 2025		
Planning Commission Review	February 27, 2025		
Assigned Planner	Brittney Harris		

REQUIRED ACTION

Planning Commission	Public hearing, review, and recommendation
City Council	Final approval

APPLICABLE DEVELOPMENT CODE REGULATIONS

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

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

APPLICABLE GENERAL PLAN GOALS AND POLICIES

Strong Communities
Establish strong communities where residents have opportunities for meaningful social connections and support systems.
Strategy 1 Create a life-cycle housing policy that encourages a diversity of housing types in Lehi's neighborhoods

to provide housing options for prospective residents of differing ages, incomes, abilities, and lifestyles.

PROPERTY HISTORY

March 29, 1972 Property came into the City as part of the Covington Addition

REPORT ANALYSIS

The applicant requests approval of the KAZ Design Build Zone change from RA-1 to R-1-Flex. The proposed zoning is consistent with the General Plan Designation of Low Density Residential (LDR). The applicant has shared their intent to create a flag lot on this lot in the future. This zone change would allow the flag lot by reducing the frontage requirement of the zone as well as the lot size requirement.

The DRC had one redline comment requiring additional culinary water for the higher density zone. The DRC also had informational comments for the applicant regarding their future subdivision.

POSSIBLE MOTIONS AND FINDINGS

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

1. The proposed zone change is consistent with the General Plan Designation of Low Density Residential.
2. The proposed zone change will allow for a flag lot in the area.
3. The suitability of the properties for the uses requested and their suitability for the existing uses identified by the General Plan;
4. Whether a change in the uses allowed for the affected properties will unduly affect the uses, or proposed uses for nearby and adjoining properties;
5. The overall community benefit of the proposed amendment.

PLANNING COMMISSION RECOMMENDATION

The Planning Commission reviewed the proposed zone change on February 27, 2025. The minutes and motion from that meeting follow.

3.2) Public hearing and recommendation of Lydon Dangerfield's request for review of the KAZ Design Build Zone Change from RA-1 (residential/agriculture) to R-1-Flex (residential) on 0.99 acres located at 850 North 1200 East.

Jacob Curtis presented the item. The change is consistent with the general plan. The applicant plans to make a flag lot in the future.

Commissioner Jackson joined the meeting at approximately 7:15. He asked if there was sufficient frontage for a flag lot. Curtis explained that if the zone change goes through, the reduced frontage should be sufficient.

Commissioner Kunze asked about the structure that was currently on the property. A citizen in attendence clarified that it was a workshop.

The applicant, Lydon Dangerfield, was present. He explained his plans to remove the garage on the current home to provide sufficient setback for a driveway on the flag lot. He plans on tearing down the shop when construction on the

second home begins.

Commissioner Everett opened public comment.

Stacey Bailey lives near the lot. She is against the creation of a flag lot due to increased traffic on her street. She worries that she will lose her right to agricultural zoning if a precedent is set and wants to maintain the right to have animals on her property. She mentioned that increased development has resulted in wild animals being pushed out of their homes and onto her property, leading to deaths in her flock of chickens.

Mike Bailey, Stacey's husband, spoke next. He mentioned that multiple lots around their property have already been turned into flag lots. He shares concerns about animals being forced out of their habitats. He is also concerned about the possibility of more than one home being added to the lot. He represents an irrigation company that owns the ditch running through the property. He asked that it be piped as there are no water rights on the lot.

Jason Adamson spoke for himself and on behalf of his parents who are also neighbors of the lot. He doesn't like that the new zoning would sandwich the lot between two agricultural properties. He mentioned that the existing fencing requirements for lots adjacent to agricultural properties can't stand up against larger animals like cows. He also shared his concerns about additional traffic. He feels as though the city's traffic engineers don't come at peak traffic times, and that their estimates don't represent the reality of the roads.

Lane Adamson, Jason's brother, is a Lehi resident. He stated that the purpose of the R-1-Flex zone in the code is to create diversity in the community. He feels like the neighborhood has enough small lots already without the addition of a flag lot.

Keith lives directly north of the property and has been there for thirty years. He worries that he will lose privacy if additional houses are built on the lot.

Linda Peterson has parents who built a house in the area. She shared complaints about noise and privacy if the area continues to be developed.

Colleen, Keith's wife, has family ties to the area. She is concerned about traffic issues. She frequently sees people run red lights and knows, personally, at least one person who has been the victim of an accident in the area.

Jason Adamson came back up to the stand briefly to mention irrigation rights on the property and share his worries about potential floods that may come from regrading the lot.

Commissioner Everett closed public comment.

Jacob Curtis addressed concerns about subdividing the property further by explaining that there is not the space to add more than one house. Commissioner Everett asked about the possibility of ADUs being added to the property. Curtis admitted that the addition of at least one ADU would be technically possible for each house on the lot, but that there would be a lot of factors, and it would be a long process. Commissioner Kunze asked about a pair of nearby lots that have three houses on what looks to be about the same lot size. Kim Struthers confirmed that several flag lots have been approved in the area. He went on to explain the concept of ADUs to the gathered citizens and explained that they are available to everyone in the neighborhood.

Brad Kenison addressed traffic concerns. He explained that the roads are designed to handle about 16,000 cars a day, and that the current count is slightly below 10,000 a day. He admits that there is a lot of traffic, but the maximum threshold is not being reached. Kenison also addressed irrigation concerns. Jason Adamson, in attendence, stated that the ditch had been previously worked on. Kenison explained that other properties are required to take care of their own piping. Agricultural fencing would also be required. He mentioned that this is the first time he's heard a complaint about the city's standards for agricultural fencing.

Lydon Dangerfield returned to the stand to address concerns. He explained that as his lot is less than an acre, there is no way with the current city code to subdivide it beyond the flag lot he is intending to make. He has no desire to build any

additional units. He expressed his willingness to pipe the ditch and fence the property. He asked if the fences currently up would meet city standards. Brad Kenison let him know that it is unlikely. Dangerfield also mentioned that as he only intends to put in one single-family home, it won't impact local traffic much.

Commissioner Roberts agreed with the present citizenry that traffic is bad in the area but agrees with Dangerfield that one more house won't add much. He also sympathizes with concerns over animals being disturbed by construction. Commissioner Jones mentioned that he sympathizes with both the neighbors and the applicant. He stated that since the zone change is in compliance with the general code, the commission ought to give a positive recommendation, especially considering the ruling on the previous item. Commissioner Kunze pointed out that the other flag lots in the area also set a precedent for approval of the lot.

Jason Adamson asked about the sizes of the previous lots. Commissioner Everett explained that usually they don't field questions from citizens during deliberation. Commissioner Jackson and Jacob Curtis explained that that kind of analysis would take time. Commissioner Eyre explained that the Planning Commission deals in the black and white of the municipal code and suggested that concerned citizens continue to talk about and follow the issue, especially to the City Council and other deciding bodies that are allowed to take more nuance into account.

> **Motion:** Commissioner Eyre moved to offer a positive recommendation to the Lehi City Council based on the findings that the proposed zone change is consistent with the general plan designation of low density residential, the proposed zone change will allow for a flag lot in the area, and the suitability of the properties for the use request matches the suitability for the existing uses identified by the general plan. He included all DRC comments. Commissioner Jones seconded.
>
> **Vote:** Commissioner Everett, yes. Commissioner Eyre, yes. Commissioner Kunze, yes. Commissioner Roberts, yes. Commissioner Jones, yes.
>
> Motion passed unanimously.

Commissioner Everett once gain encouraged citizens to continue following the issue. He then ceded leadership duties to Commission Chair Jackson. Commissioner Jones left the stand.

KAZ Design Build
DRC Redline Comments

Lyndon Dangerfield- requests review of the KAZ Design Build Zone Change on 0.99 acres from RA-1 to R-1-Flex located at 850 North 1200 East.

DRC Members Present: Glade Kirkham, Ryan Allred, Shelbey Brewer, Mike West, Gary Smith, Gary Ellis, Trent Dyer
Assigned Planner: Brittney Harris
Representatives of the Applicant Present: Lyndon Dangerfield, Adam Peterson
Date of Plans Reviewed: 01/23/25
Time Start: 1:20pm
Time End: 1:32pm

DRC REDLINE COMMENTS:
Glade – Power:
General Information: Options

1. Request RMP to serve the flag lot. (unlikely)
2. Asset transfer and Lehi Power line extension required. Paid by developer.
3. Asset transfer for entire segment of RMP line. This would require RMP, Lehi City, and PSC approval.

Garion – Fire: No comments
Ryan – Water/Sewer: No comments
Trent – Parks: No comments
Gary S. – Building/Inspections: No comments
Shelbey – Public Works: No comments
Gary E. – Engineering: No comments
Luke- Traffic: No comments
Mike – Planning:

1. 0.45 acre feet of culinary water will need to be provided to serve the additional home. These water rights can be purchased from Lehi Water Metro. You can reach out to Kim Struthers for more information kstruthers@lehi-ut.gov
2. Informational: The existing home will need to be demolished (garage demolished) for the setback to work for a flag lot. The home is required to have a two car garage so you will have to figure out a way to still provide that if you demolish the garage.

THIS ITEM WILL BE SCHEDULED FOR PLANNING COMMISSION ON FEBRUARY 27, 2025

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: 13-2025

AN ORDINANCE APPROVING A ZONE DISTRICT DESIGNATION AMENDMENT AND ZONING DISTRICT MAP AMENDMENT LOCATED AT 850 North 1200 East

WHEREAS, Lyndon Dangerfield, an applicant with permission from the owner, for property located at 850 North 1200 East and further described by the legal description attached as Exhibit "A", has applied for an amendment to the Zone District and Zoning District Map; and

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

WHEREAS, following a public hearing on February 27, 2025, the Lehi City Planning Commission reviewed the proposed Zoning District Designation and Zoning District Map amendment and forwarded it to the City Council to decide on the proposed amendment; and

WHEREAS, on March 18, 2025, the Lehi 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 27, 2025; and

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

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

PART I:

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

PART II:

A. If a provision of this Ordinance 13-2025 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 18th day of March 2025.

ATTEST

_____ _____

Mark Johnson, Mayor Teisha Wilson, City Recorder

EXHIBIT “A”

KAZ Design Build Zone Change

Legal Description:
COM S 0 DEG 19' 0" E 236.45 FT ALONG SEC. LINE & E 57.46 FT FR W 1/4 COR. SEC. 10, T5S, R1E, SLB&M.; N 89 DEG 38' 0" E 414.68 FT; S 0 DEG 13' 0" E 104.45 FT; S 89 DEG 38' 0" W 414.98 FT; N 0 DEG 4' 0" W 104.45 FT TO BEG. AREA 0.995 AC.

KAZ Design Build - Zone Change Narrative

My purpose in requesting a zone change for the property located at 850 N 1200 E Lehi is to reduce the minimum lot frontage requirement in order to create a 20-foot frontage for securing a “Flag lot conditional use permit” and approval for a “2-lot subdivision with an existing home”. The flag lot will be created as a site for a new single-family dwelling. A change in zoning would allow for the 20’ frontage needed for the flag stem and maintain a 84’ frontage for the existing home, which would meet current zoning requirements.

I am therefore requesting a zone designation change on 850 N 1200 E Lehi, UT 84043 from RA-1 to R1-flex.

Multiple examples of this same designation change can be found on similar neighboring properties.

Historic Parcel Location:
602 N 1200 EAST - LEHI
610 N 1200 EAST - LEHI
616 N 1200 EAST - LEHI
748 N 1200 EAST - AMERICAN FORK DISTR
566 N 1200 EAST - AMERICAN FORK DISTR

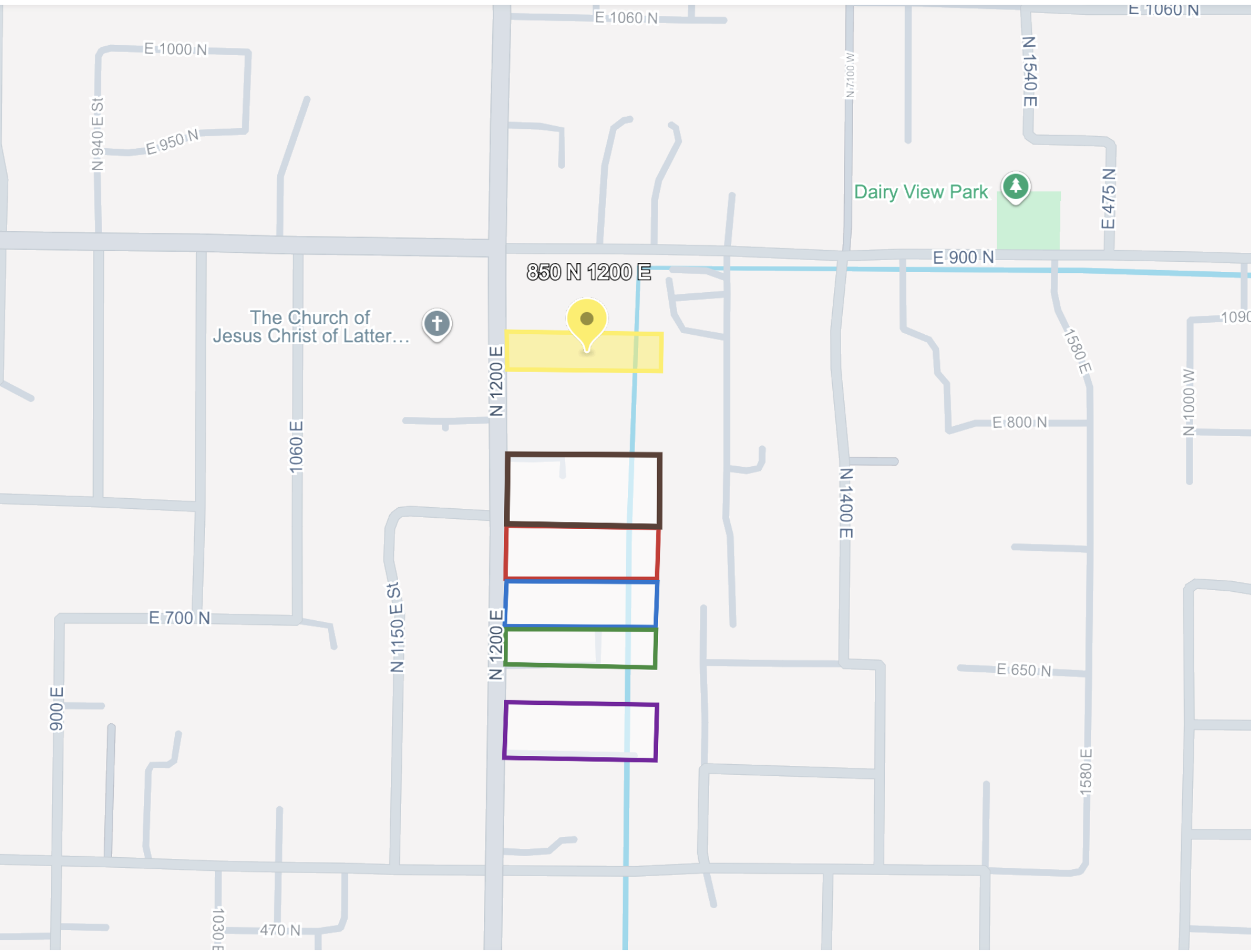
The proposed amendment to 850 N 1200 E Lehi, UT 84043 will not unduly affect the uses or proposed uses for any nearby or adjoining properties. Rather it will align with and conform to the updates made to neighboring properties who have also made the designation change. The public’s health, safety, welfare and overall community benefit will be protected and maintained as this amendment would allow for the highest and best use of the land.

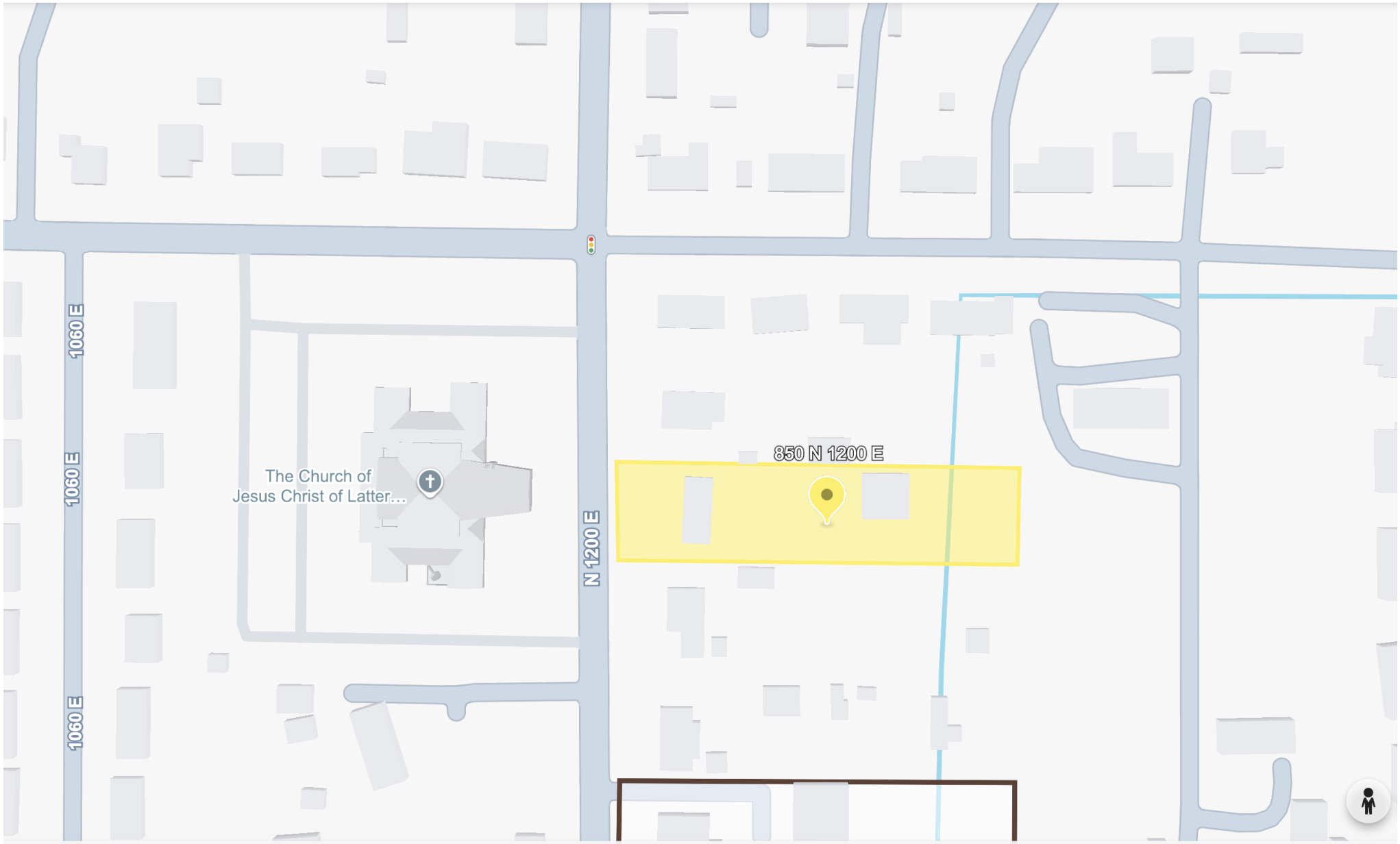
I am under contract to purchase this property with the intent to divide the property into 2 lots.The existing home will undergo a full renovation, per city approval and permitting, and be sold upon completion. Following the sale of the existing home, a new single family residence will be built on the flag lot.

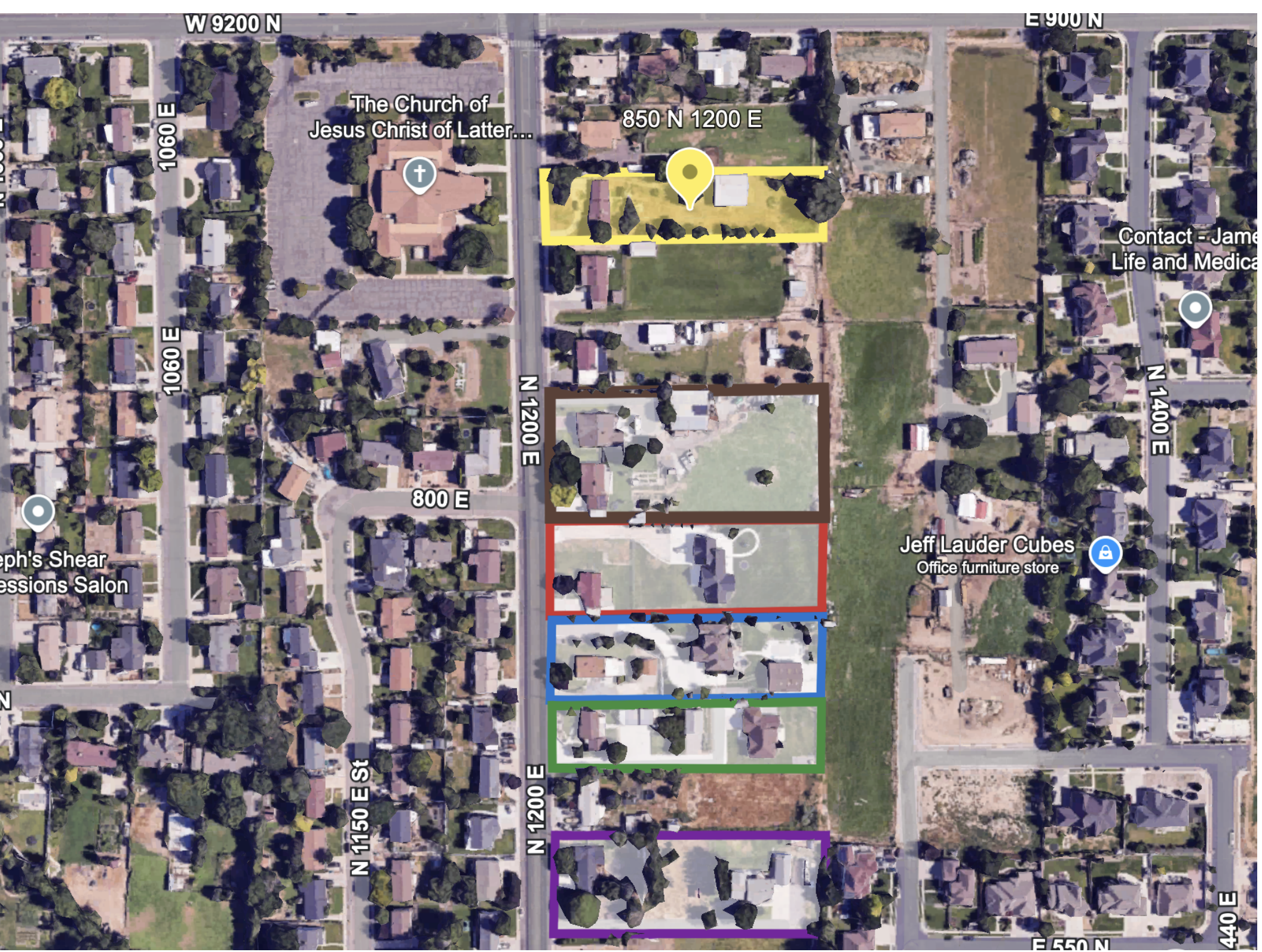
Legal Description:
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Thank you,

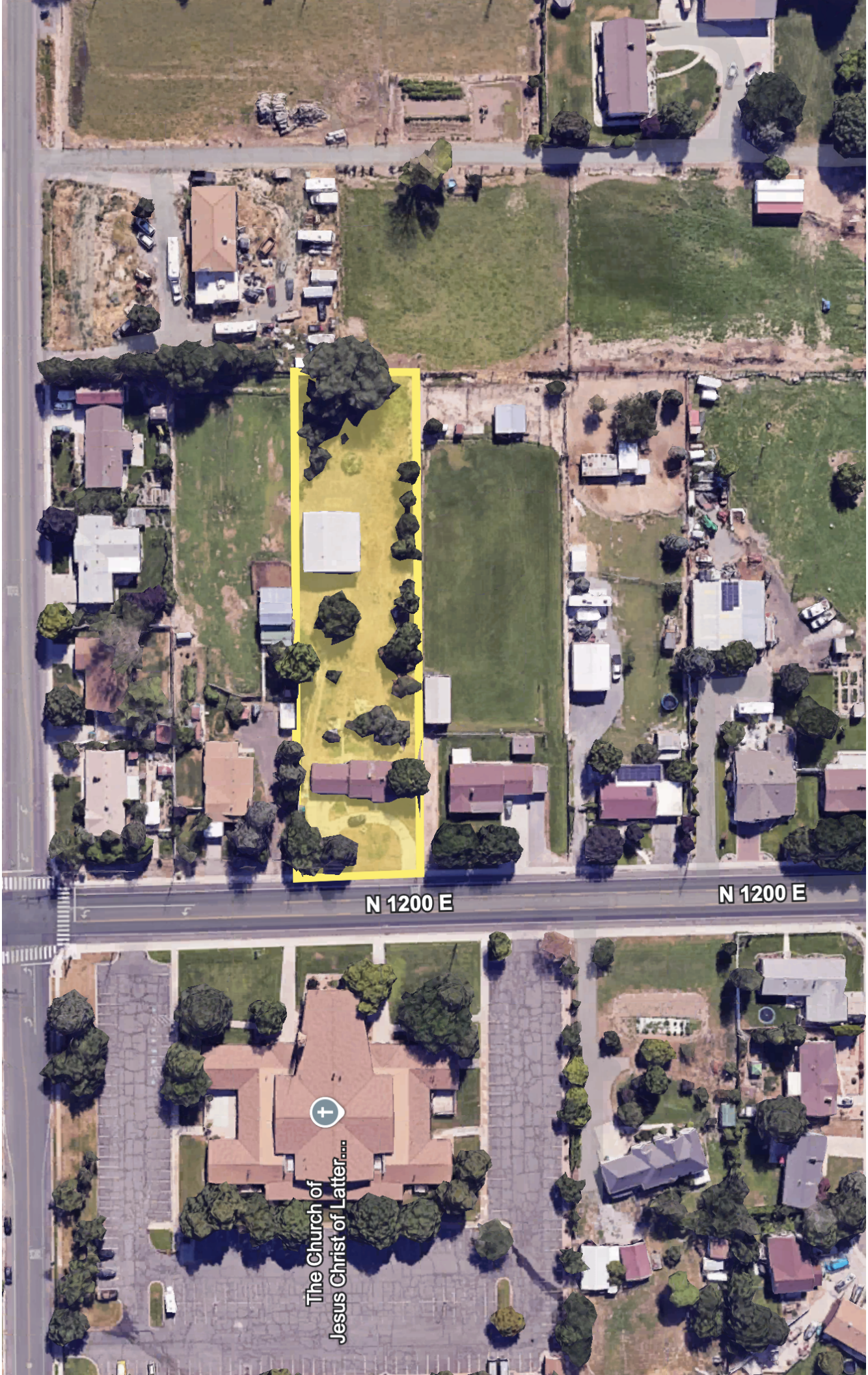
Lyndon Dangerfield


E 1060 N
E 1000 N
N 940 E St
E 950 N
N 7100 W
N 1540 E
E 475 N
Dairy View Park
E 900 N
850 N 1200 E
The Church of Jesus Christ of Latter…
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N 1000 W
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N 1400 E
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The Church of
Jesus Christ of Latter...

KAZ Design Build Zone Change

Aerial



0 130 260 Feet

LEHI CITY

KAZ Design Build Zone Change

General Plan

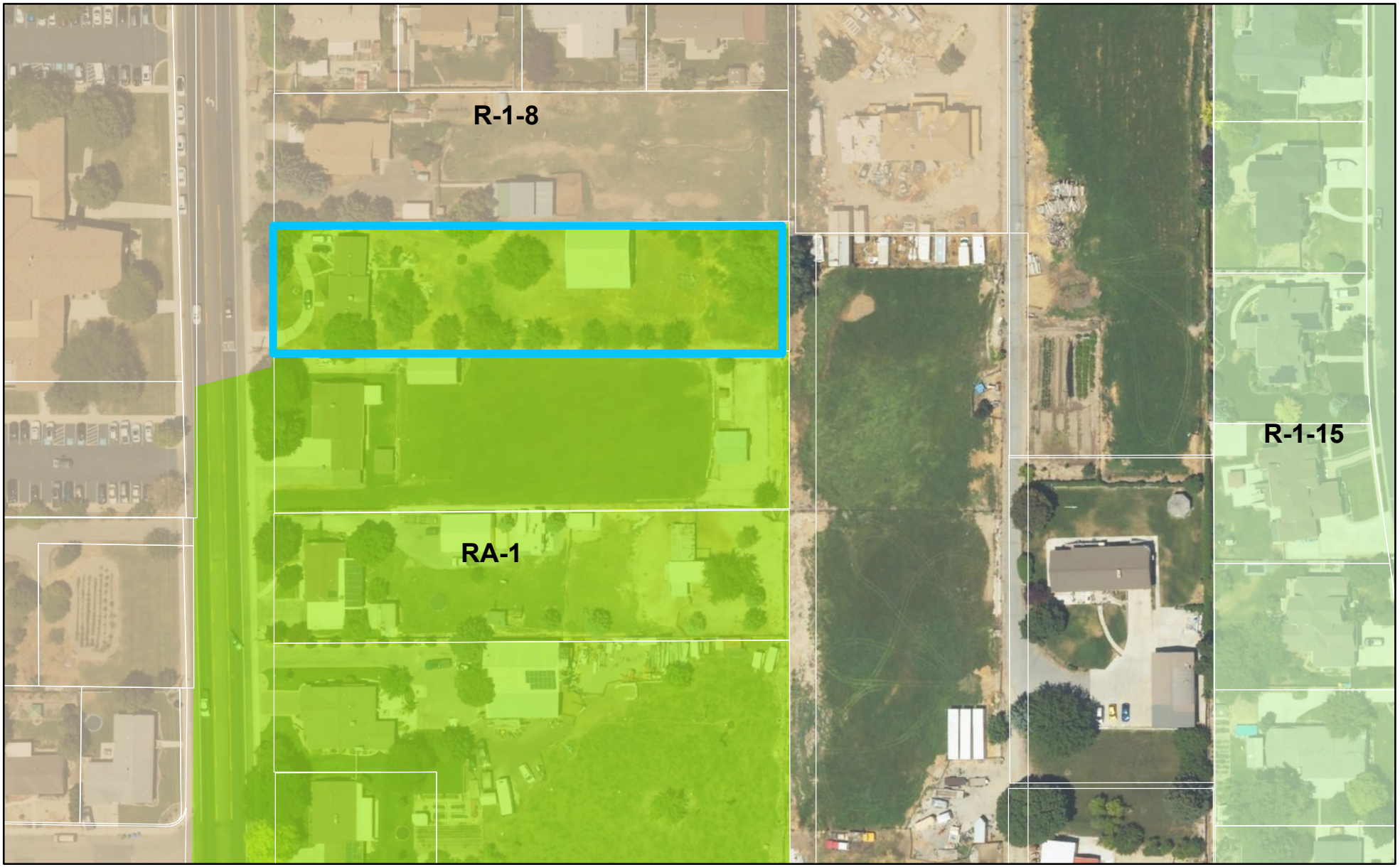


0 130 260 Feet

LEHI CITY

KAZ Design Build Zone Change

Zoning



0 130 260 Feet

LEHI CITY

Agenda Item No: 10

City Council Agenda Item Report

Meeting Date: March 18, 2025
Submitted By: Katie Bussell
Submitting Department: Planning Division
Item Type: Ordinance
Agenda Section: Regular Agenda

Subject:
Consideration of Ordinance #09-2025 approving the Holbrook Farms Area Plan Amendment and concept plan to add 7.15 acres of property to the area plan at approximately 2100 North Miller Campus Drive.

Suggested Action:

Attachments:

CC Staff Report Holbrook Farms Area Plan Amendment 03.18.25.docx

Holbrook Farms Area Plan Amendment DRC 01.22.25.docx

Ord 09-2025.docx

Holbrook Farms Area Plan Amendment - narrative.pdf

Holbrook Farms Land Use Plan 013025.pdf

Holbrook Plat K2 Town Concept.pdf

Holbrook Plat K2 Phasing.pdf

Aerial Map.pdf

General Plan Map.pdf

Zoning Map.pdf

HOLBROOK FARMS AREA PLAN AMENDMENT AND CONCEPT

CITY COUNCIL REPORT

Applicant	Boyer
Meeting Date	March 18, 2025
Requested Action/Purpose	Approval of a proposed area plan
Date of DRC Review	January 22, 2025
Date of Planning Commission Review	February 27, 2025
Assigned Planner	Katie Bussell

REQUIRED ACTION

Planning Commission	Review and recommendation
City Council	Final approval

APPLICABLE DEVELOPMENT CODE REGULATIONS

Chapter 6 of the Development Code contains all of the regulations and standards that govern the creation of Planned Communities. Included below are some of the sections that contain general information that may be helpful to the Planning Commission in their review of the Micron Area Plan.

Section 06.010 Purpose and Intent.
The intent of the Planned Community Zone and this Chapter is to:

A. Allow the City to encourage and facilitate more detailed and specific planning and analysis for certain areas of the City.
B. Establish provisions and requirements which enable the City to address unique areas of the City or where other characteristics exist that warrant a comprehensive set of land use policies and standards which will encourage an efficient and imaginative development pattern.
C. Provide an opportunity for flexibility from the constraints of traditional zoning and allow for development on a performance basis. Higher density and intensity of uses may be achieved as higher quality development and performance standards are implemented within the zone.
D. Provide a consolidated and structured framework for the processing of preliminary and final subdivision plat(s), preliminary and final site plans, and other permits and licenses required by this Code.

An application for approval of a Planned Community Zone is a request by the applicant for additional flexibility beyond that allowed by the traditional zones within the City. It is the sole responsibility and burden of the applicant to convince the Planning Commission and City Council that the proposed Planned Community Zone is preferable to traditional zoning. Approval for use of the Planned Community Zone lies at the discretion of the City Council.

Section 06.020 Planned Community Description.
1. Each Planned Community Zone should include a cohesive mixture of land uses, including commercial and/or business park uses, which will provide services and employment opportunities to residents within the community. Residential uses should provide a range of housing types and densities to accommodate a variety of age and income groups and residential preferences, so that the community's demographic diversity is maintained. Commercial uses should focus on retail services for the residents of the community and must include a unifying design theme which compliments the residential areas. Residential and commercial land uses should be integrated to promote a walkable, sustainable community.
Development should promote creative lot configuration with usable public and private recreation areas, parks, trails and open space with assurance of maintenance. Preservation of open space and critical environmental areas is also highly encouraged through the use of clustering and other innovative development options where a standard lot pattern is not practical or desirable due to physical constraints.

Section 15.040. Effect of Area Plan Approval.

A. If a proposed Area Plan is adopted by the City pursuant to this Chapter, no development, permit or license, shall be approved unless such development, permit or license is consistent with and conforms to all the requirements of the adopted Area Plan, the Lehi City General Plan, and this Code in effect at the time of the application, unless modified by the provisions and requirements of the adopted Area Plan and any associated documents.

Section 11.010. Concept Plan – Applicability:
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 meeting 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.

PROPERTY HISTORY

May 23, 2016	Property was recorded as part of the Holbrook Farms Area Plan.
October 24, 2023	Lehi City Council approved the Holbrook Farms Plat K Commercial Subdivision.

REPORT ANALYSIS

The applicant requests approval of an area plan amendment to the Holbrook Farms Area Plan. The proposed amendment would add a 7.15 acre piece of property to the area plan and would designate it as commercial/office with a portion of it as residential. This is to help facilitate the construction of around 80 townhomes in area 14 of the area plan. A concept plan was included as part of this application to better illustrate the vision the applicant has. Both the land use map changes and concept plan are detailed below.

Land Use Map
The proposed amendment would update the land use map to include the 7.15 acre piece in the area plan and add a Residential Overlay Zone to area 14. The residential overlay is restricted to the northern portion of the parcel, along Waterbury Drive. The rest of the area will remain commercial only. This is to allow for better use of the property as most commercial areas want visibility from 2100 North and the future freeway. The applicant has stated in their narrative that most of the commercial uses they would expect in the residential area if the residential overlay was not allowed would be office/warehouse. The applicant has expressed they would like to include townhomes there instead of office/warehouse to better transition the commercial uses along 2100 North to the homes north of Waterbury Drive.

The amount of allocated ERU's for the entire area plan will remain the same. Many ERU's were not used in other phases, and the area plan states that any un-used ERU's can be transferred to Residential Overlay Zones only. The land use table has been updated on the map to include the proposed concept plan density for the townhomes in area 14. The Residential Overlay would allow for 13.3 units an acre with a maximum density of 85 ERU's.

Concept Plan
A concept plan application was submitted concurrently with the area plan amendment to illustrate the townhome concept within area 14. The concept currently shows 85 townhome units with amenities as required by the development code. The total acreage of the proposed townhome area would be 6.39 acres, with a total density of 13.3 units an acre. The total parking provided is 369 stalls, with two stalls per unit (170 stalls) and 1 stall per every 3 units of guest parking (29). The parking meets all requirements in the current area plan.

DRC Comments
The DRC reviewed the proposed area plan amendment and had six redline comments, including:

1. Suggest reducing the residential overlay area to just the acreage it is needed on, and keep as much as possible as commercia/office. Residential is not recommended along 2100 north, it's not conductive for that use.
2. On the proposed concept plan, recommend looking at other layouts that better integrate the residential with the commercial. Can a small mixed use center be done? Something along the lines of Ivory Ridge along Center Street? Will all of the units along the periphery be front load, or will the units facing Waterbury and Phase 2 be rear loading?
3. Make sure all numbers on the land use map are updated based on the new acreage being added to the plan.

The applicant submitted updated materials after DRC review to be included in this packet. Therefore, DRC comment one and three have already been addressed. The applicant has expressed interest in meeting DRC comment 2 and will continue to work with City Staff if the area plan amendment is approved.

Please consider all DRC comments, except comments one and three from the list above, in your motion.

POSSIBLE MOTIONS AND FINDINGS

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

1. The proposed application conforms to the goals and policies of the General Plan.
2. The proposed application does not affect the health, safety, welfare, and morals of the City.
3. Other findings as determined by the public hearing.

PLANNING COMMISSION RECOMMENDATION

The Planning Commission reviewed the proposed area plan on February 27, 2025. The minutes and motion from this meeting are as follows:

3.4) Public hearing and recommendation of Boyer Holbrook's request for review of the Holbrook Farms Area Plan Amendment and concept plan to add 7.15 acres of property to the area plan at approximately 2100 North Miller Campus Drive.

Jacob Curtis presented the item. The applicant worked with the planning division to address DRC comments.

The applicant, Spencer Moffat, was present. His company is interested in developing retail in the area already, and they want to keep their options open for residential development in the future. They do not currently have any concrete plans.

Commissioner Jackson opened public comment.

Jason Turner commented online that he is in favor of the change and likes the idea of more housing near him.

Jordan Davis commented online that he feels there is too much housing in the area and would prefer a grocery store.

Commissioner Jackson closed public comment.

Commissioner Roberts asked for clarification on the plans for the lot. Spencer Moffat explained that he is open to doing commercial development in the area if there is interest, but that adding the land to the Holbrook Farms Area Plan would allow them to do residential development. Currently the company is leaning towards residential development but wants to keep options open.

Commissioner Eyre shared his concern that allowing residential development will create an island, something the city code tries to avoid. He doesn't like the idea of a residential area being surrounded by commercial zoning. He

would prefer to see more commercial and retail in the area but is hesitant to tie the project to those specifications, as it might result in a lot left empty for long stretches of time while the city waits for interested businesses.

Commissioner Everett mentioned that this might be a good place to try designing a walkable community, something the commission has been trying to incorporate more into the city.

Commissioner Eyre asked for clarification on one of the DRC comments.

The commission discussed the tentative residential plan. The property will be a part of the Holbrook Farm HOA.

> **Motion:** Commissioner Roberts moved to offer a positive recommendation to the Lehi City Council, based on the findings that the proposed area amendment is in conformance with the purposes intent and provisions of the general plan and it's various elements, and that the proposed area amendment is consistent with the land uses and zoning of nearby and adjoining properties. He included all DRC comments. Kunze seconded the motion.

Commissioner Eyre asked if the concept plan dies in Planning Commission. Kim Struthers explained that the commission is looking at both the amendment and the residential plan. As it is currently being planned as townhomes, it will go forward to the City Council for approval as both the amendment and the concept plan.

> **Vote:** Commissioner Jackson, yes. Commissioner Everett, yes. Commissioner Eyre, yes. Commissioner Kunze, yes. Commissioner Roberts, yes.
>
> Motion passes unanimously

Holbrook Farms Area Plan Amendment and Concept Plan
DRC Redline Comments

Boyer- requests review of the Holbrook Farms Area Plan Amendment to add 7.15 acres of property to the area plan at approximately 2100 North 3600 West.

DRC Members Present: Glade Kirkham, Garion Rowett, Ryan Allred, Shelbey Brewer, Kim Struthers, Gary Smith, Gary Ellis, James Farnsworth, Luke Seegmiller
Assigned Planner: Katie Bussell
Representatives of the Applicant Present: Ben Duzett, Howard Cooke, Spencer Moffat
Date of Plans Reviewed: 01/13/25
Time Start: 1:15 PM
Time End: 1:30 PM

DRC REDLINE COMMENTS:
Glade – Power: No comments.
Garion – Fire: No comments.
Ryan – Water/Sewer:
1. work with Scott Holbrook on re-routing his irrigation ditch in this parcel.
2. will need 20' sewer easement.

James – Parks:
A. Site plan
    a. Provide irrigation plan
    b. Provide landscaping plan

Gary S. – Building/Inspections: No comments.
Shelbey – Public Works: No comments.
Gary E. – Engineering: No comments.
Luke- Traffic: No comments.
Kim – Planning:
3. Suggest reducing the residential overlay area to just the acreage it is needed on, and keep as much as possible as commercial/office. Residential is not recommended along 2100 North, it's not conducive for that use.
4. On the proposed concept plan, recommend looking at other layouts that better integrate the residential with the commercial. Can a small mixed use center be done? Something along the lines of Ivory Ridge along Center Street? Will all of the units along the periphery be front load, or will the units facing Waterbury and Phase 2 be rear loading?
5. Make sure all numbers on the land use map are updated based on the new acreage being added to the plan.
6. Review of a concept plan should include an application for concept.

THIS ITEM WILL BE SCHEDULED FOR PLANNING COMMISSION ON FEBRUARY 13TH PENDING CONCEPT PLAN APPLICATION BEING FILED AND ENVELOPES.

PRECON MEETING REQUIRED? (FULL, TAIILGATE, NONE)

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: 09-2025

AN ORDINANCE APPROVING AND ADOPTING THE HOLBROOK FARMS AREA PLAN AMENDMENT

WHEREAS, it has become necessary to comprehensively amend the Holbrook Farms Area Plan; and

WHEREAS, the Lehi City Council, acting pursuant to its authority and Utah Code, and in furtherance of its land use policies, goals, objectives, ordinances and other requirements, has made certain determinations with respect to the proposals for the Holbrook Farms Area Plan; all as set forth in that certain area plan designated as the Holbrook Farms Area Plan, a copy of which has been filed with the office of the Lehi City Planning Division;

WHEREAS, following a public hearing on February 27, 2025, the Lehi City Planning Commission reviewed the proposed Area Plan Amendment and forwarded a positive recommendation that the City Council adopt the proposed request; and

WHEREAS, on March 18, 2025, the City Council held a duly noticed meeting to ascertain the facts regarding this matter, which facts and comments are found in the public record and which include the staff report, minutes from the Planning Commission meeting of February 27, 2025, 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 an Area Plan Amendment is consistent with the Lehi City General Plan Land Use Map adopted by the Lehi City Council on January 25, 2022 (and as subsequently amended); and (ii) such action furthers the health, safety and welfare of the citizens of Lehi.

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

SECTION 1. The amended Area Plan together with all the attached exhibits, maps and supporting documents designated as the "Holbrook Farms Area Plan" dated March 18, 2025, copies of which are on file with the Planning Division of the Community Development Department, is hereby adopted as the Area Plan for the development of Holbrook Farms.

SECTION 2. Unless specifically modified by the Holbrook Farms Area Plan, the owner of the Subject Property or its assigned agents will be required to comply with all applicable requirements of Lehi City necessary for approval of the Project, including payment of fees and compliance with applicable ordinances, regulations, policies and procedures of Lehi City including but not limited to, the Lehi City Municipal Code, the Lehi City Development Code, and the Lehi City Design Standards and Public Improvements Specifications.

SECTION 3. The action of the City undertaken hereby is administrative in nature, falling within the general purpose and policy of the General Plan and zoning ordinances, and pursuant to the provisions of the Lehi City Development Code, and the obligations and requirements imposed on the City by ordinance and agreement.

SECTION 4. If a provision of this Ordinance -2025 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.

SECTION 5. 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.

SECTION 6. This Ordinance adopting the Area Plan shall be effective immediately after being posted or published as required by law.

Approved and Adopted by the City Council of Lehi City this 18th day of March, 2025.

ATTEST

_____ _____

Mark Johnson, Mayor Teisha Wilson, City Recorder

Memorandum

To: Lehi City

CC: Boyer Development

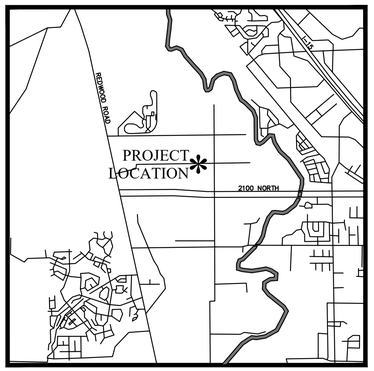
From: Focus Engineering and Surveying

Date: 1/13/2025

Re: Holbrook Farms January 2025 Area Plan Amendment

Boyer Holbrook Commercial L.C. would like to amend a small section of the Holbrook Farms Area Plan. The only section of the area plan that will be amended is section 14 as shown on the updated land use map. There is a small triangle section that was not originally included in the Holbrook Farms Area Plan that we would like to now include in the area plan.

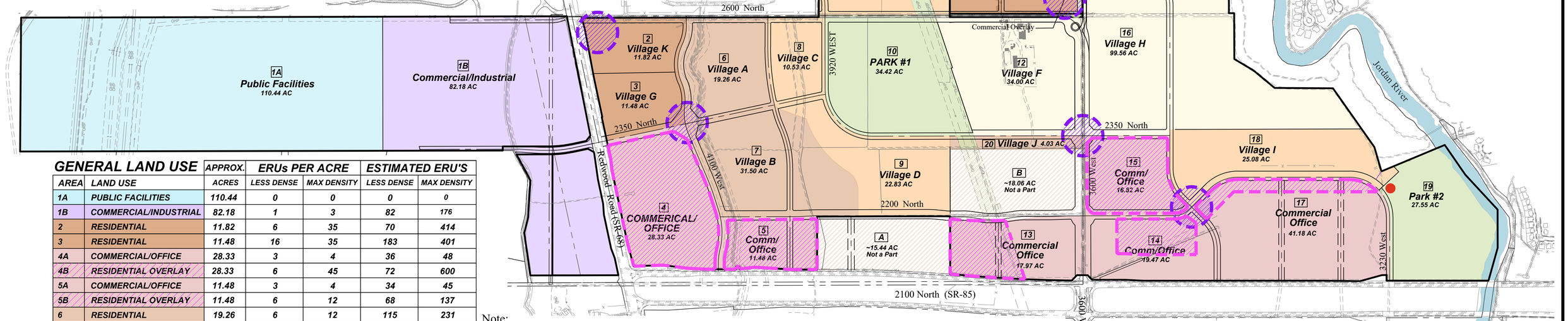
The second amendment to the area plan is to include a residential overlay over section 14 of the area plan. The goal of this amendment is not to make it all residential, but rather to allow a portion not along 3600 West, 2100 North or the hospital road to become townhomes. We have attached a concept of what we would like to propose for the area. The benefit of this amendment is it allows us to get very viable commercial along the major roadways. The commercial use on the whole property is less viable with the exception of warehouse uses. We would prefer not to put warehouse in this area adjacent to the single-family homes north of the parcel but feel that a townhome pocket would be a great transitional use between the single family and the commercial.



VICINITY MAP
N.T.S

HOLBROOK PLACE GENERAL LAND USE PLAN

AREA	LAND USE	APPROX. ACRES	ERUs PER ACRE LESS DENSE	ERUs PER ACRE MAX DENSITY	ESTIMATED ERU'S LESS DENSE	ESTIMATED ERU'S MAX DENSITY
21A	RESIDENTIAL	9.03	6	12	54	108
21B	RESIDENTIAL	8.25	6	12	50	99
22A	RESIDENTIAL	5.5	3	8	16.5	44
22B	RESIDENTIAL	4.87	3	8	15	39
23	RESIDENTIAL	26.94	1.5	4	40	109
24	RESIDENTIAL	9.25	1	2.5	9	24
25	OPEN SPACE PUBLIC	5.71				
26	OPEN SPACE TRAIL	1.57				
	TOTAL LAND USE AREA	71.13				



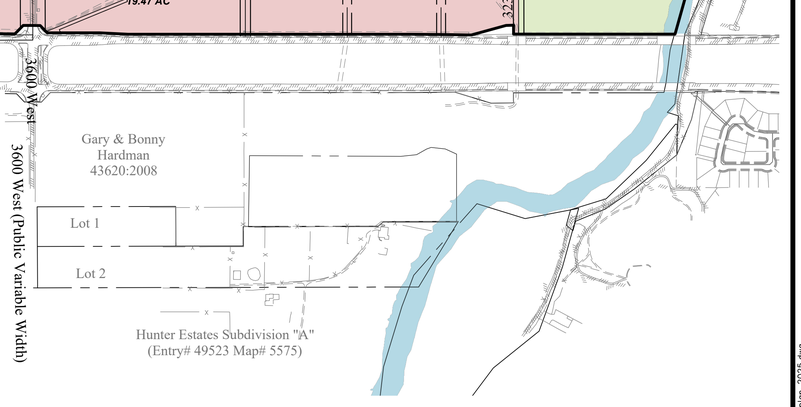
GENERAL LAND USE

AREA	LAND USE	APPROX. ACRES	ERUs PER ACRE LESS DENSE	ERUs PER ACRE MAX DENSITY	ESTIMATED ERU'S LESS DENSE	ESTIMATED ERU'S MAX DENSITY
1A	PUBLIC FACILITIES	110.44	0	0	0	0
1B	COMMERCIAL/INDUSTRIAL	82.18	1	3	82	176
2	RESIDENTIAL	11.82	6	35	70	414
3	RESIDENTIAL	11.48	16	35	183	401
4A	COMMERCIAL/OFFICE	28.33	3	4	36	48
4B	RESIDENTIAL OVERLAY	28.33	6	45	72	600
5A	COMMERCIAL/OFFICE	11.48	3	4	34	45
5B	RESIDENTIAL OVERLAY	11.48	6	12	68	137
6	RESIDENTIAL	19.26	6	12	115	231
7	RESIDENTIAL	31.50	6	12	189	378
8	RESIDENTIAL	10.53	3.5	8	36	84
9	RESIDENTIAL	22.83	3.5	8	79	182
10	PARK #1	34.42	0	0	0	0
11	RESIDENTIAL	34.10	3.5	12	119	409
12	RESIDENTIAL	34.00	2	3.5	68	119
13A	COMMERCIAL/OFFICE	17.97	3	4	53	71
13B	RESIDENTIAL OVERLAY	8.33	6	12	49	99
14A	COMMERCIAL/OFFICE	19.47	3	4	58	78
14B	RESIDENTIAL OVERLAY	19.47	6	13.3	38	85
15A	COMMERCIAL/OFFICE	16.82	3	4	50	67
15B	RESIDENTIAL OVERLAY	16.82	3.5	8	84	134
16	RESIDENTIAL	99.56	2	3.5	199	348
17	COMMERCIAL/OFFICE	41.18	3	4	123	164
18	RESIDENTIAL	25.08	3.5	8	122	195
19	PARK #2	27.55	0	0	0	0
20	RESIDENTIAL	4.03	6	12	24	48
	HOLBROOK PLACE LAND USE AREA	691.4				
	TOTAL LAND USE AREA	770.1				

HOLBROOK FARMS APPROVED ERU'S	2,824
HOLBROOK PLACE APPROVED ERU'S	178
ADDITIONAL ERU'S 2019 AMENDMENT	250
ADDITIONAL ERU'S HOLBROOK PLACE ROW	10
TOTAL APPROVED ERU'S	3,262

Note:

1. No residential will be allowed in Public Facilities Zone 1A and Commercial/Industrial 1B
2. Village 4 will contain a minimum of 12 acres of commercial.
3. Un-used ERUs are only to be transferred to Residential Overlay Zones.
4. The maximum ERus in each land use area will not exceed the max ERUs identified in the table unless otherwise specified in these notes or the Holbrook Area Plan.
5. Total ERU's allocated to Public Facilities Zone 1A and Commercial/Industrial Zone 1B will be 176.
6. If the neighborhood commercial or residential overlay zones are not used, the underlying zoning applies per this land use plan.
7. Total ERU's allocated to Holbrook Farms and Holbrook Place is 3,262 units as follows:
   a. Original Holbrook Area plan contained 2,824 ERU's
   b. Holbrook Place original addition contained 178 ERU's
   c. Holbrook Place was awarded 10 extra units in lieu of dedicated right of way along 3600 West.
   d. Holbrook Area Plan was awarded 250 Units in 2019.
8. The capacity of the water tanks and PI reservoirs, sewer, power infrastructure, and storm drains sizing has been calculated to handle the allocated densities.
9. The area plan water and PI modeling calculations use a value of 2001 ERU's east of the Utah Lake Distributing Canal. The remaining ERU's are west of the Utah Lake Distributing Canal.
10. Total Open Space required = 69.17 Acres (10% of the total area)
11. Total Open Space provided = 84.5 Acres (12.2% of the total area)
    a. Trails Open Space = 20 Acres
    b. Parks Open Space = 64.5 Acres (excludes areas used for storm water detention)



LEGEND

- POTENTIAL FIRE STATION (3-5 ACRES)
- NEIGHBORHOOD COMMERCIAL OVERLAY
- RESIDENTIAL OVERLAY

FOCUS ©
ENGINEERING AND SURVEYING, LLC
6949 SOUTH HIGH TECH DRIVE SUITE 200
MIDVALE, UT 84047 PH: (801) 352-0075
www.focusutah.com

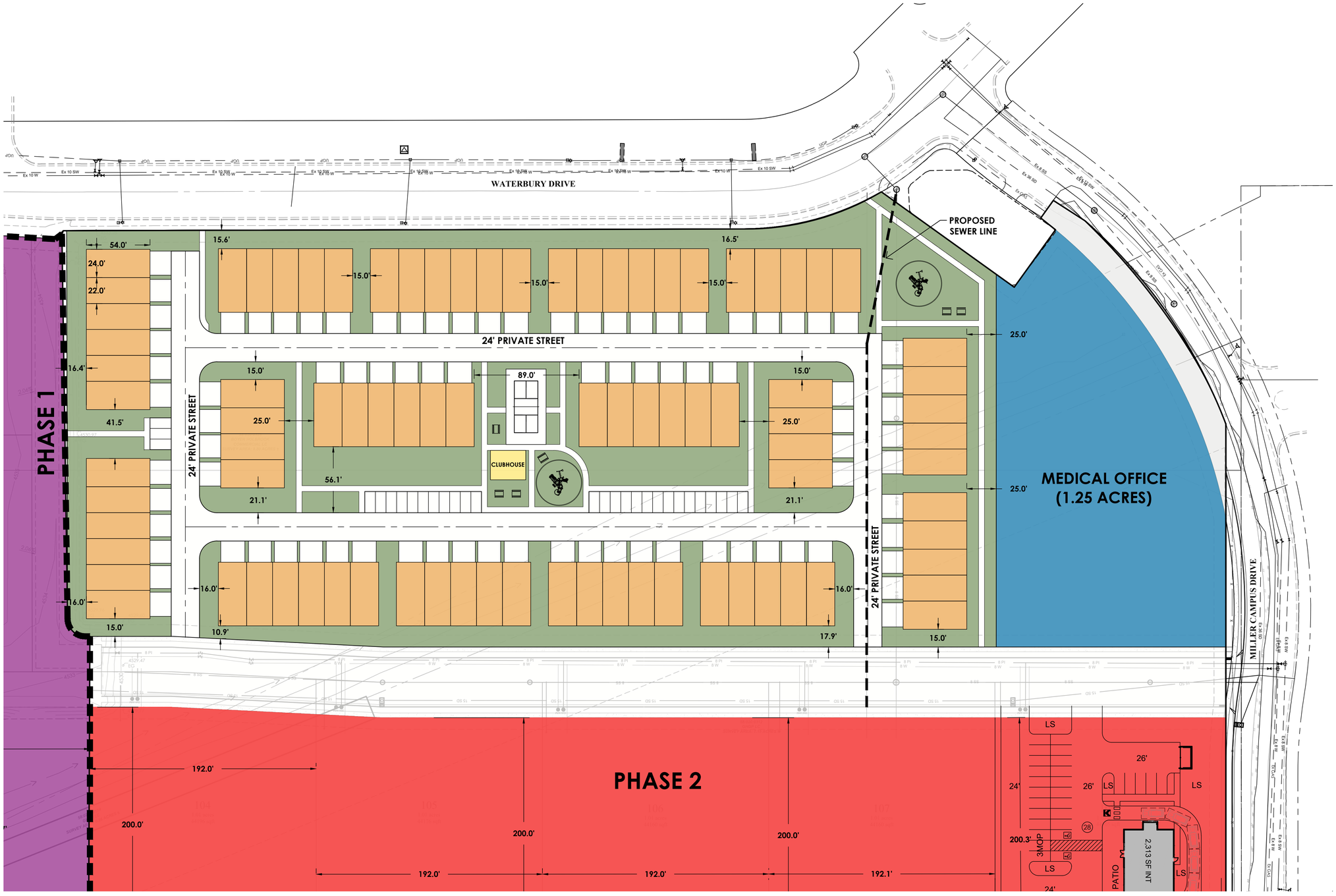
Holbrook Farms

Lehi City

Land Use Plan Amendment 2025

Scale:	1"=450'
Drawn:	BBD
Date:	1/8/2025
Job #:	14-273
Sheet:	L13

Z:_2014\14-273 Holbrook Area Plan\design 14-273\dwg\area plan\land use\land use plan 2025.dwg



PROPERTY OVERVIEW

TOTAL ACREAGE	±7.64 ACRES
MEDICAL OFFICE ACREAGE	±1.25 ACRES
RESIDENTIAL ACREAGE	±6.39 ACRES
TOWNHOME UNITS	85
TOTAL DENSITY	13.3 UNITS/ACRE

PARKING

GARAGE	170 STALLS (2 PER UNIT)
DRIVEWAY	170 STALLS (2 PER UNIT)
GUEST	29 STALLS (1 PER 3 UNITS)
TOTAL	369 STALLS

AMENITIES

*REQUIRED	6 PICNIC AREAS
	1 SPORTS COURT
	2 PLAYGROUNDS
	1 750 SQFT CLUBHOUSE
PROVIDED	6 PICNIC AREAS
	1 SPORTS COURT
	2 PLAYGROUNDS
	1 750 SQFT CLUBHOUSE

N

S

GRAPHIC SCALE

40 0 20 40 80 160

(IN FEET)
1 inch = 40 ft.

HOLBROOK PLAT K concept L

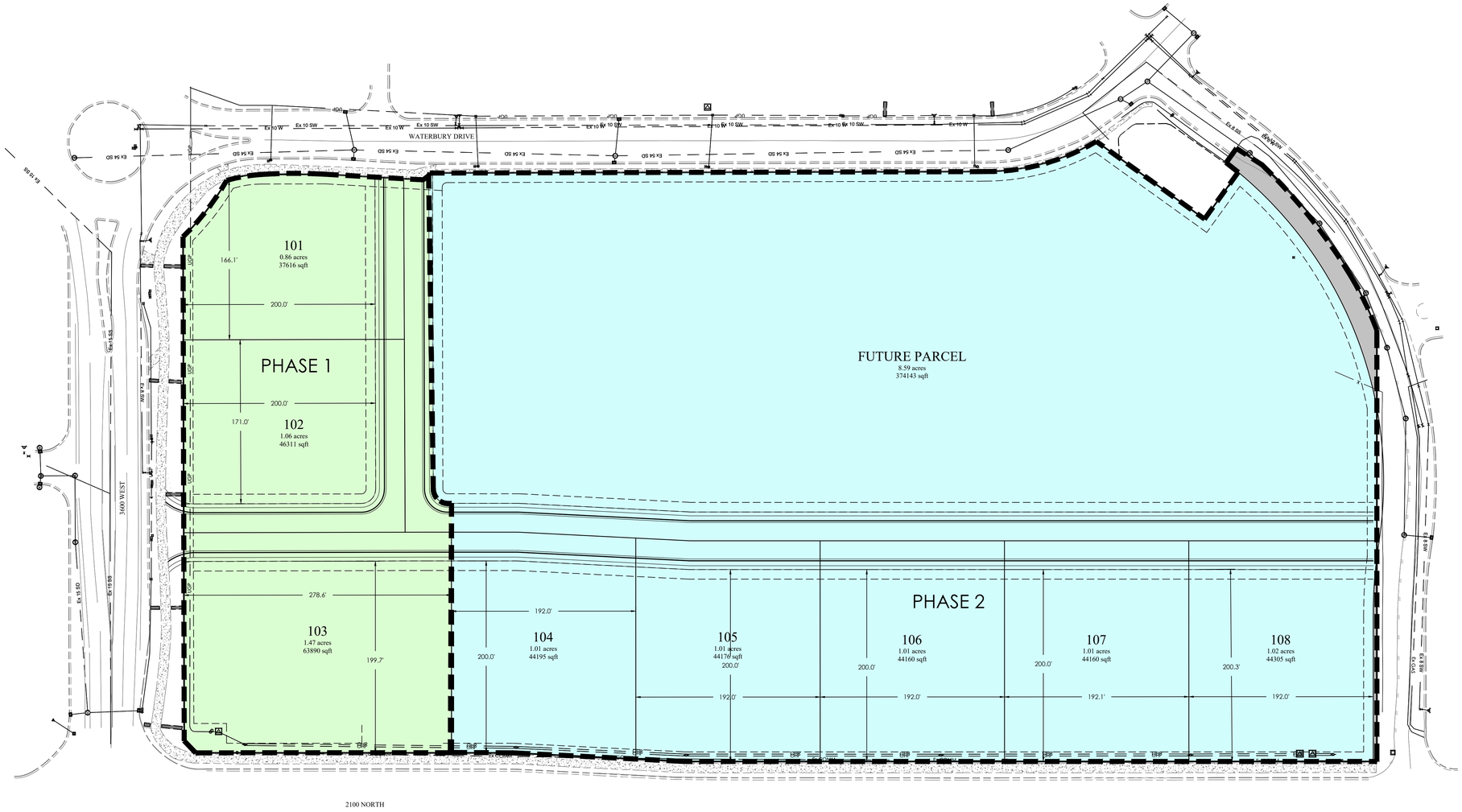
LEHI, UTAH COUNTY
11/20/2024
22-0351

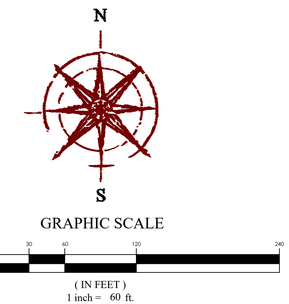
FOCUS ENGINEERING AND SURVEYING, LLC

Z:_2022\22-0351 Holbrook 3400 West Commercial\design\22-0351\dwg\concepts\22-0351 Concept L.dwg

CONCEPT TABULATIONS

LOT/UNIT COUNT	8





HOLBROOK PLAT K concept J

LEHI, UTAH COUNTY
8/5/2024
22-0351

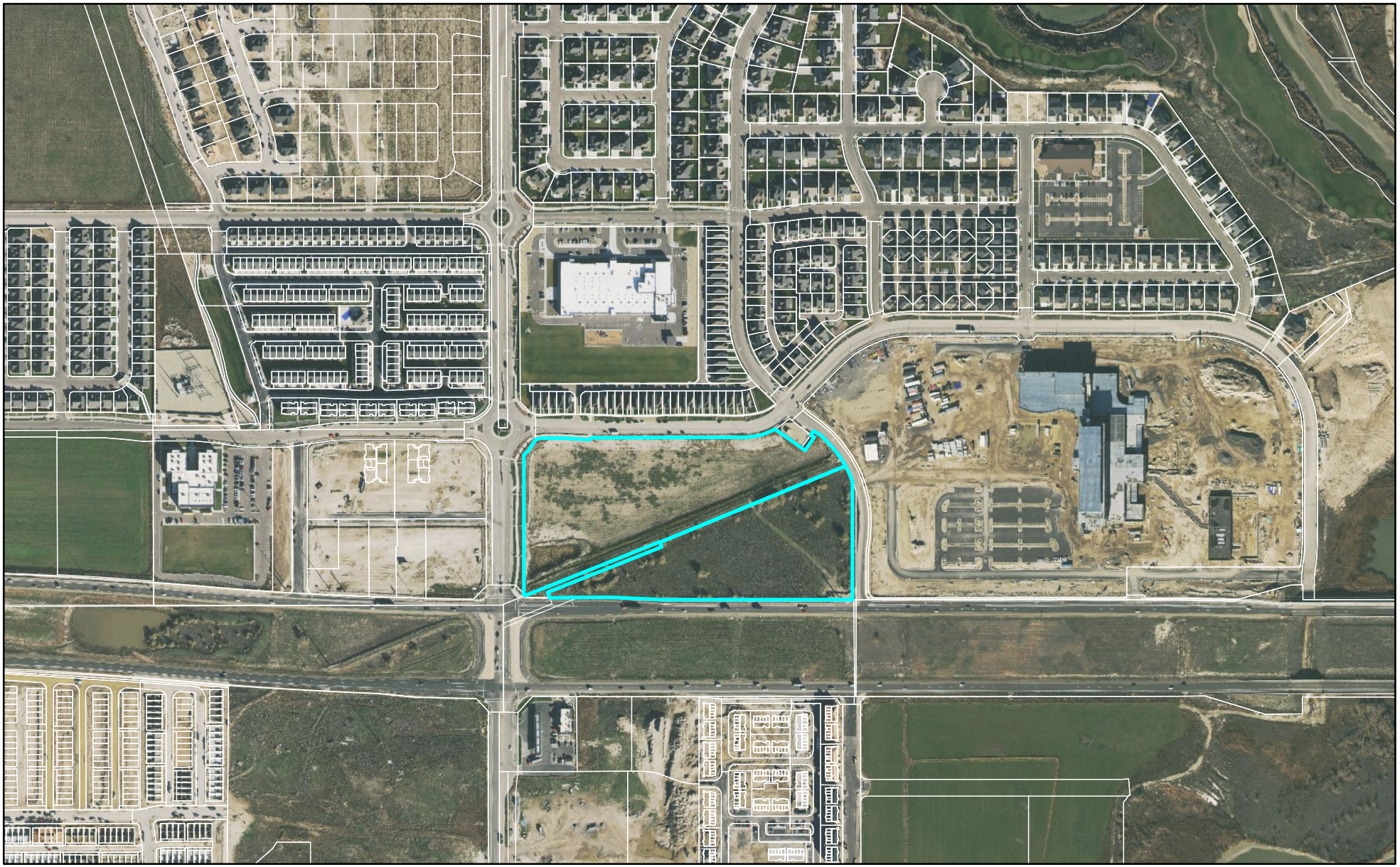
Note: This plan is for illustrative purposes. Boundaries may be based on information obtained through public data and we can't confirm it's accuracy. It is recommended that a boundary survey be performed to determine actual boundary size and dimensions as well as other potential boundary conflicts.

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Holbrook Farms Area Plan Amendment

Aerial Map

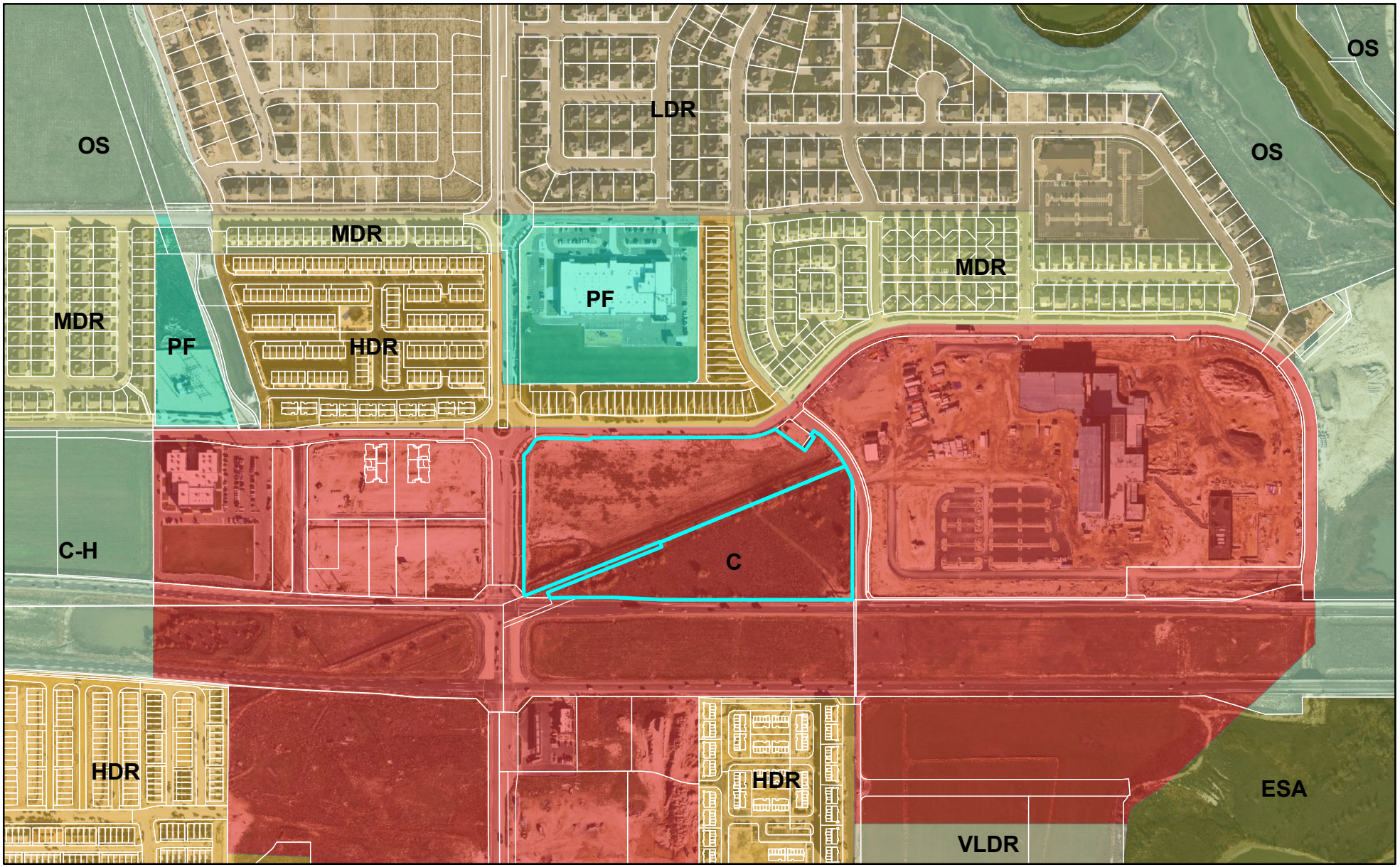


0 625 1,250 Feet

LEHI CITY

Holbrook Farms Area Plan Amendment

General Plan Map

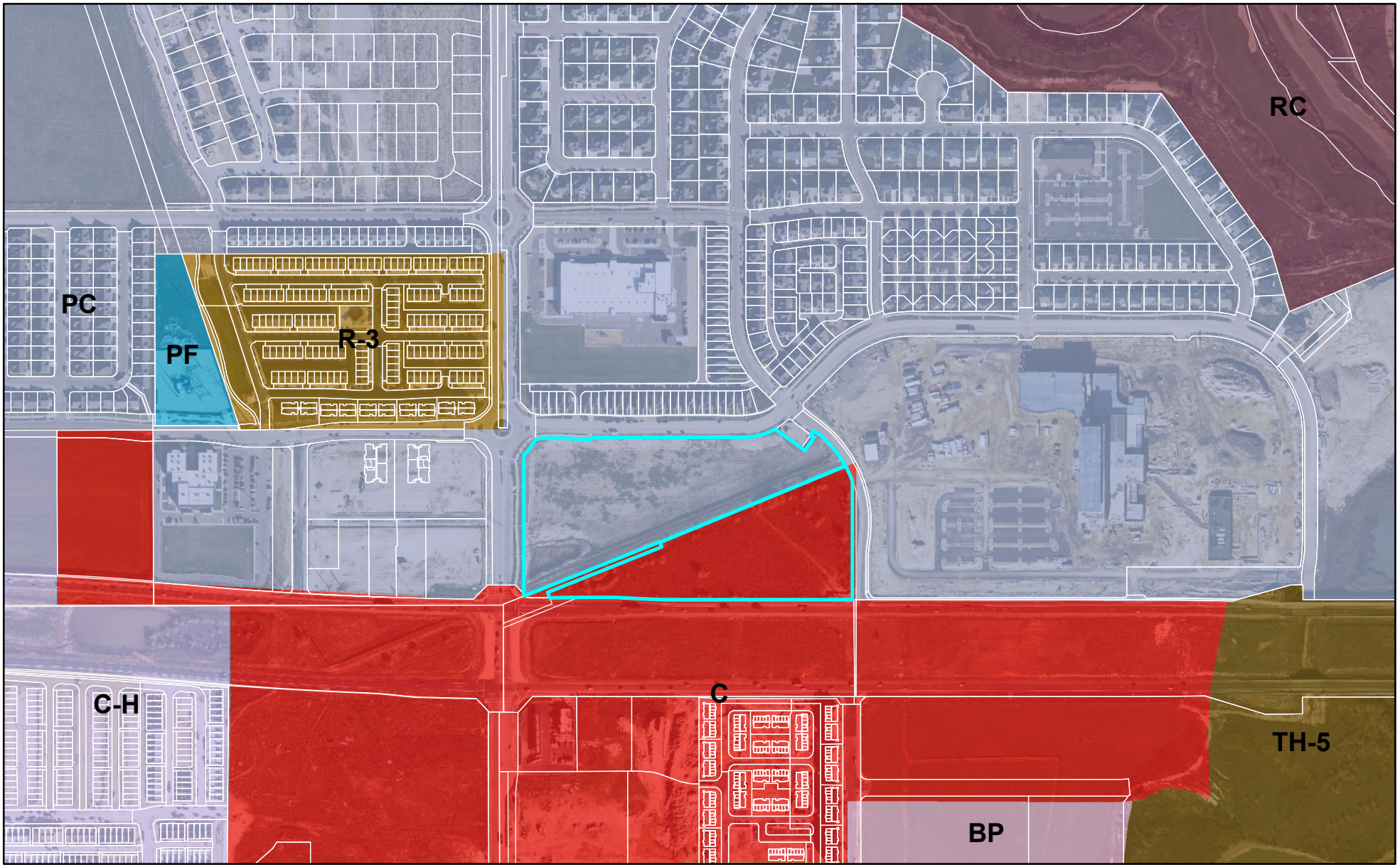


0 625 1,250 Feet

LEHI CITY

Holbrook Farms Area Plan Amendment

Aerial Map



0 625 1,250 Feet

LEHI CITY

Agenda Item No: 11

City Council Agenda Item Report

Meeting Date: March 18, 2025
Submitted By: Katie Bussell
Submitting Department: Planning Division
Item Type: Ordinance
Agenda Section: Regular Agenda

Subject:
Consideration of Ordinance #10-2025 approval of a Development Code Amendment, amending Table 05.030-B to allow auto sales and rental on parcels larger than an acre in the Commercial zone.

Suggested Action:

Attachments:

CC Staff Report ProSteel Customs Development Code Amendment 03.18.25.docx

ProSteel Customs Develpoment Code Amendment 01.22.25.docx

ProSteel Customs Development Code Amendment 01.22.25.pdf

Ord 10-2025.docx

PROSTEEL CUSTOMS DEVELOPMENT CODE AMENDMENT

CITY COUNCIL REPORT

Applicant	Lehi City
Meeting Date	March 18, 2025
Requested Action/Purpose	Approval of a proposed amendment to the Lehi City Development Code
Date of DRC Review	January 22, 2025
Date of Planning Commission Review	February 27, 2025

REQUIRED ACTION

Planning Commission	Review and recommendation
City Council	Final approval

APPLICABLE DEVELOPMENT CODE REGULATIONS

Section 04.060. Criteria for Approval.
No amendment to this Code, or the Zoning District Map(s), may be recommended for approval by the Commission nor approved by the City Council unless such amendment or conditions thereto are consistent with the General Plan. In considering a Code amendment, or Zoning District Map(s) amendment, the applicant shall identify, and the City Staff, DRC, Commission, and the City Council may consider the following factors, among others:

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

REPORT ANALYSIS

The applicant is requesting an amendment to the Lehi City Development Code. The specific amendment is to allow automobile sales/rentals equal to or greater than one acre in size in the Commercial zone. The applicant has expressed a desire to rent U-Haul trailers in addition to their existing automobile service and repair business. The applicant has stated that allowing auto sales and rentals is vital to economic growth and meeting the evolving needs of the community as it will create jobs, boost tax revenue, and provide essential services.

DRC Comments
The DRC had two comments, including:

1. In 2018 the City adopted a code amendment to remove auto sales from the C zone since the Heavy Commercial zone was created. At that time it was removed so auto sales don't proliferate the city and are focused in areas that are less impactful. Planning staff recommends keeping the table as-is. Perhaps a General Plan amendment is more appropriate and can look specifically at one site rather than changing things city-wide.
2. Recommend changing the first sentence of the narrative to read: "Changing the Table of Uses to allow automobile sales & rental in the Commercial Zone is vital to support economic growth and meet the evolving needs of our community."

Please consider all DRC comments in your motion.

POSSIBLE MOTIONS AND FINDINGS

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

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

PLANNING COMMISSION RECOMMENDATION

The Planning Commission reviewed the proposed amendment on February 27, 2025. The minutes and motion from this meeting are as follows:

3.5) Public hearing and recommendation of ProSteel Customs request for review of a Development Code Amendment, amending Table 05.030-B to allow auto sales and rental on parcels larger than an acre in the Commercial zone.

Jacob Curtis presented the item. The applicant would like to continue renting U-Haul trucks in addition to his repair business. He would like to adjust the code to bring this into compliance.

Commissioner Everett clarified that the applicant would be brought into compliance by changing the code, not by changing their behaviors.

Lyssa Mang was present representing ProSteel Customs. She is the office manager. She stated that having U-Hauls in the community has been a huge benefit, and she has received positive feedback from her neighbors.

Commissioner Jackson opened public comment.

Brad Lang works for U-Haul. He emphasized that the presence of the trucks is a positive in the community. He specifically mentioned how U-Haul has been able to help Lehi with the rapid growth it's been experiencing.

Commissioner Jackson closed public comment.

Commissioner Jackson asked how long the applicant has been in violation, and how long they've been knowingly in violation. Jacob Curtis said that it has been about six months since the initial report of the code violation. Commissioner Jackson asked if ProSteel Customs has been 'playing nice'. Curtis confirmed that they had. Commissioner Jackson mentioned that he doesn't like rewarding code violations with compliance from the city. Commissioner Kunze asked if it was an outside complaint. Kim Struthers confirmed that there was only one report, and it came from outside the organization.

Commissioner Eyre shared that he thinks changing the code is a terrible idea. He clarified that his isn't opposed to the business, but he doesn't want to open the door to other businesses that could use it as precedent on their own one acre lots. Commissioners Everett and Jackson agreed with him. Commissioner Everett expressed worry over unforeseen consequences of adding a permitted use to the table. Commissioner Jackson suggested waiting until there were several instances before making an official code change.

Kim Struthers suggested that the commission give a negative recommendation to the city council, but that they should encourage a development agreement so that the business could continue.

Brad Lang asked if a conditional use would be a possibility. The commission was decidedly against the idea.

Brad Kenison suggested a general plan amendment that would only affect the specific property. The commission felt that a development agreement would be a better and more specific solution to the problem.

> **Motion:** Commissioner Eyre moved to offer a negative recommendation to the Lehi City Council on the findings that the proposed development code amendment is not in conformance with the purposes, intent, and provisions of the general plan and it's various elements. He included all DRC comments. He also included a recommendation that the Lehi City Council explore a development agreement or potentially a general plan amendment to explore other options available for the business to continue moving forward.

Commissioner Jackson asked for stronger language in support of the business to be added to the motion.

> **Amended Motion:** Commissioner Eyre moved to offer a negative recommendation to the Lehi City Council on the findings that the proposed development code amendment is not in conformance with the purposes, intent, and provisions of the general plan and it's various elements. He included all DRC comments. He also expressed support for the business in the location it is at and recommends the Lehi City Council look into a development agreement as this may be able to solve the applicant's request without opening the city to potential unforeseen issues with the adjustment that's been requested to the table of uses. Commissioner Roberts seconded.
>
> **Vote:** Commissioner Jackson, yes. Commissioner Everett, yes. Commissioner Eyre, yes. Commissioner Kunze, yes. Commissioner Roberts, yes.
>
> Motion passes unanimously

ProSteel Customs Development Code Amendment
DRC Redline Comments

ProSteel Customs- requests review of the ProSteel Customs Development Code Amendment, amending Table 05.030-B to allow auto sales and rental on parcels larger than an acre in the Commercial zone.

DRC Members Present: Glade Kirkham, Garion Rowett, Ryan Allred, Shelbey Brewer, Kim Struthers, Gary Smith, Gary Ellis, James Farnsworth, Luke Seegmiller
Assigned Planner: Katie Bussell
Representatives of the Applicant Present:
Date of Plans Reviewed: 01/13/25
Time Start: 1:30 PM
Time End: 1:35 PM

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

1. In 2018 the City adopted a code amendment to remove auto sales from the C zone since the Heavy Commercial zone was created. At that time it was removed so auto sales don't proliferate the city and are focused in areas that are less impactful. Planning staff recommends keeping the table as-is. Perhaps a General Plan amendment is more appropriate and can look specifically at one site rather than changing things city-wide.
2. Recommend changing the first sentence of the narrative to read: "Changing the Table of Uses to allow automobile sales & rental in the Commercial Zone is vital to support economic growth and meet the evolving needs of our community."

THIS ITEM WILL BE SCHEDULED FOR PLANNING COMMISSION ON FEBRUARY 13TH.

PRECON MEETING REQUIRED? (FULL, TAIILGATE, NONE)

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.

PRO STEEL CUSTOMS
MOBILE TRAILER REPAIR & FABRICATION

January 9, 2025

To Whom it may concern,

Changing the amendment to heavy commercial is vital to support economic growth and meet the evolving needs of our community. This zoning adjustment allows for larger-scale operations, which can create jobs, boost tax revenue, and provide essential services that drive local development. By enabling flexibility for heavy commercial activities, we position our area as a competitive and thriving hub for commerce, ensuring long-term sustainability

Thank you,

Donny Whitcomb

(Owner of Prosteel Customs)

USE	DISTRICT										
	NC	C	C-H	CR	C-1	BP	LI	MU	T/M	PF	HI
Schools	P	P	P	P	P	P	P	P	P	P	P
Sporting Facilities, Arenas		P	P	P		P	P	P	P	P	
Sports Fields and Courts		P	P	P		P	P	P	P	P	
Transit Station	P	P	P	P	P	P	P	P	P	P	P
COMMUNICATION & UTILITIES											
Communication Facilities and Towers [See Sec.12.140]		C	C	C		C	C	C	C	P	
Electrical Substations and Power Transmission Lines, Municipal	P	P	P	P	P	P	P	P	P	P	P
Electrical Substations and Power Transmission Lines, Non-Municipal		C	C	C		C	C	C	C	C	
Oil & Gas Transmission Lines	C	C	C	C	C	C	C	C	C	C	C
Public and Private (with franchise agreement) Utility Underground Lines, and Rights of Way	P	P	P	P	P	P	P	P	P	P	P
Public and Private (with franchise agreement) Utility Buildings and Other Above Ground, Structures	C	C	C	C	C	C	C	C	C	C	C
Renewable Energy System (Solar and Small Wind Energy Systems – see Chapter 19)	P	P	P	P	P	P	P	P	P	P	P
Wind Energy Facility – see Chapter 19										C	
COMMERCIAL/NONRESIDENTIAL USES											
Accessory uses incidental to an authorized use	P	P	P	P	P	P	P	P	P	P	P
Adult Daycare	P	P	P	P		P		P			
Artisan Shop	P	P	P	P		P	P	P			
Athletic Instruction	P	P	P	P		P	P	P			
Automobile Sales/Rental sites 1 acre or larger		P	P	P			P				
Automobile Service and Repair		P	P	P			P				
Automobile Service and Repair, Large			C				C				

Notes:
P = Uses allowed as a Permitted Use.
P[1]= Single family homes that existed at the time this code was adopted (9/11/12) shall continue; however new single-family dwellings shall only be permitted in areas with remaining density per Map 05.010 Maximum TOD and Mixed Use Density Map.
P[2]= Allowed provided there is remaining density as allocated per Map 05.010 Maximum TOD and Mixed Use Density Map.
P[3]= Only permitted for Financial Services and Pharmacy uses that: 1) are on a parcel adjacent to a UDOT Principal Arterial or along the 2100 North Corridor, 2) incorporate pedestrian-oriented design elements into the site plan (such as pedestrian walkway or trail), and 3) are designed to shield headlights from adjacent properties.
C = Uses allowed as a Conditional Use. Uses not identified as either a Permitted or Conditional Use are deemed to be prohibited.
[*] All uses in the Planned Community and Resort Community Zones must be authorized through an Area Plan pursuant to Chapter 15or through a Land Use Plan pursuant to Chapters 38 and 39. All uses in the Transit Oriented Development Zone must be authorized by a Land Use Plan pursuant to Chapter 38 and 39.

ORDINANCE NO: 10-2025

AN ORDINANCE AMENDING THE LEHI CITY DEVELOPMENT CODE TABLE 05.030-B, NON-RESIDENTIAL TABLE OF USES

WHEREAS, it has become necessary to amend the Non-Residential Table of Uses in the Lehi City Development Code; and

WHEREAS, this amendment seeks to allow auto-mobile sales/rentals equal to or greater than one acre in size in the Commercial zone of Lehi; and

WHEREAS, following a public hearing on February 27, 2025, the Lehi City Planning Commission reviewed the proposed revisions and forwarded a negative recommendation to the City Council; and

WHEREAS, on March 18, 2025, 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 27, 2025, and the negative recommendation of the Planning Commission; and,

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

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

PART I:

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

PART II:

A. If a provision of this Ordinance #10-2025 conflicts with a provision of a previously adopted ordinance concerning the same title, chapter, and/or section number amended herein, the provision in this Ordinance shall prevail.

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

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

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

Approved and Adopted by the City Council of Lehi City this 18th day of March, 2025.

ATTEST

_____	_____
_____	_____
Mark Johnson, Mayor	Teisha Wilson, City Recorder

Agenda Item No: 12

City Council Agenda Item Report

Meeting Date: March 18, 2025
Submitted By: Katie Bussell
Submitting Department: Planning Division
Item Type: Ordinance
Agenda Section: Regular Agenda

Subject:
Consideration of Ordinance #11-2025 approving a Development Code amendment to Chapter 12-B, removing the requirement that property owners cannot purchase property from the City.

Suggested Action:

Attachments:

CC Staff Report Chapter 12-B Development Code Amendment 03.18.25.docx

Chapter 12B Development Code Amendment DRC 01.15.25.docx

Ord 11-2025.docx

Ch12B grading ordinance 01.09.25.pdf

CHAPTER 12-B DEVELOPMENT CODE AMENDMENT

CITY COUNCIL REPORT

Applicant	Lehi City
Meeting Date	March 18, 2025
Requested Action/Purpose	Approval of a proposed amendment to the Lehi City Development Code
Date of DRC Review	January 15, 2025
Date of Planning Commission Review	February 27, 2025

REQUIRED ACTION

Planning Commission	Review and recommendation
City Council	Final approval

APPLICABLE DEVELOPMENT CODE REGULATIONS

Section 04.060. Criteria for Approval.
No amendment to this Code, or the Zoning District Map(s), may be recommended for approval by the Commission nor approved by the City Council unless such amendment or conditions thereto are consistent with the General Plan. In considering a Code amendment, or Zoning District Map(s) amendment, the applicant shall identify, and the City Staff, DRC, Commission, and the City Council may consider the following factors, among others:

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

REPORT ANALYSIS

The applicant is requesting a Development Code Amendment to Chapter 12-B of the Development Code. The purpose of this amendment is to ensure all options are available to the City to remediate city property that has been encroached upon. The current language prohibits a property owner from purchasing the City owned property that was encroached on. Staff believes it limits the City's ability to work with property owners to restore the property. The proposed amendment would remove this language from Chapter 12-B to help ensure all options are available to work with the property owners to restore the property, including the possibility to purchase the property from the City.

There were no comments from the DRC on this amendment.

POSSIBLE MOTIONS AND FINDINGS

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

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

PLANNING COMMISSION RECOMMENDATION

The Planning Commission reviewed the proposed amendment on February 27, 2025. The minutes and motion from this meeting are as follows:

3.6) Public hearing and recommendation of Lehi City's request for review of a Development Code amendment to Chapter 12-B, removing the requirement that property owners cannot purchase property from the City.

Jacob Curtis presented the item. The purpose of the amendment is to keep options open to the city for property that has been encroached upon. Currently the city is not allowed to sell property which limits its options when working with citizens who have encroached on city property. Curtis mentioned that the City Council is in favor of the change.

Commissioner Jackson said that as the council is already in favor, he feels as though this is more of an academic exercise than anything else. He thinks that it is shortsighted for the city to prevent itself from selling property and that making this change would create a freer market.

Commissioner Jackson opened and closed public comment.

Commissioner Everett expressed that he liked the idea of the city having the ability to sell land but worries that it's being put into place as a result of specific instances of encroachment in the city rather than as a proactive measure.

Commissioner Eyre asked about the intent behind the stricken clause. Kim Struthers that it was added about a year ago in response to development in Traverse Mountain. In his opinion, the city council want to have the option as it could be beneficial for the city.

Commissioners Eyre and Jackson discussed wording and suggested rewriting the clause to explicitly add the option for the city. Craig Chambers explained that it's not necessary to write specifically that the city can sell property.

Commissioner Everett was troubled and felt that extreme actions taken by citizens wouldn't be treated seriously by the city if the option was made available. Craig Chambers assured him that citizens that encroach are not getting away with anything. He knows this because of his work on the cases.

Commissioner Everett suggested bringing cases like these to auction.

Jacob Curtis emphasized to the commission that this is mainly an amendment in the grading chapter of the city code.

> **Motion:** Commissioner Kunze moved to give a positive recommendation to the Lehi City Council, finding that the proposed development code amendment is in conformance with the purposes, intent, and provisions of the general plan and its various elements. Commissioner Everett seconds.

Craig Chambers requests that Commissioner Kunze add a recommendation for the City Council to look at the language of the clause. Commissioner Everett agrees. He expresses that he doesn't like the way the change has come about. He fears losing open space as a public amenity.

> **Amended Motion:** Commissioner Kunze moved to give a positive recommendation to the Lehi City Council, finding that the proposed development code amendment is in conformance with the purposes, intent, and provisions of the general plan and its various elements. She also recommends

that City Council look at the language of the clause and adjust it for clarity and intent. Commissioner Everett withdrew his second. Commissioner Eyre seconds.

Vote: Commissioner Jackson, yes. Commissioner Everett, no. Commissioner Eyre, yes. Commissioner Kunze, yes. Commissioner Roberts, yes.

Motion passes four in favor, one against.

Chapter 12B Development Code Amendment
DRC Redline Comments

Lehi City- requests review of a Development Code amendment on Chapter 12-B, removing the requirement that property owners cannot purchase property from the City.

DRC Members Present: Glade Kirkham, Garion Rowett, Ryan Allred, Shelbey Brewer, Kim Struthers, Gary Smith, Gary Ellis, James Farnsworth, Luke Seegmiller
Assigned Planner: Katie Bussell
Representatives of the Applicant Present: N/A
Date of Plans Reviewed: 01/09/25
Time Start: 2:10 PM
Time End: 2:10 PM

DRC REDLINE COMMENTS:
Glade – Power:
1. Remove apostrophe.

Garion – Fire: No comments.
Ryan – Water/Sewer: No comments.
James – Parks: No comments.
Gary S. – Building/Inspections: No comments.
Shelbey – Public Works: No comments.
Gary E. – Engineering: No comments.
Luke- Traffic: No comments.
Kim – Planning: No comments.

THIS ITEM WILL BE SCHEDULED FOR PLANNING COMMISSION ON FEBRUARY 13TH.

PRECON MEETING REQUIRED? (FULL, TAIILGATE, NONE)

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: 11-2025

AN ORDINANCE AMENDING THE LEHI CITY DEVELOPMENT CODE CHAPTER 12-B

WHEREAS, it has become necessary to amend Chapter 12-B of the Lehi City Development Code; and

WHEREAS, this amendment seeks to remove language prohibiting property owners from buying property from the City in the case of encroachment; and

WHEREAS, following a public hearing on February 27, 2025, the Lehi City Planning Commission reviewed the proposed revisions and forwarded a positive recommendation to the City Council; and

WHEREAS, on March 18, 2025, 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 27, 2025, and the positive recommendation of the Planning Commission; and,

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

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

PART I:

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

PART II:

A. If a provision of this Ordinance 11-2025 conflicts with a provision of a previously adopted ordinance concerning the same title, chapter, and/or section number amended herein, the provision in this Ordinance shall prevail.

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

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

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

Approved and Adopted by the City Council of Lehi City this 28th day of January 2025.

ATTEST

_____ _____

_____ _____

Mark Johnson, Mayor Teisha Wilson, City Recorder

A. Removal of survey stakes and/or not maintaining clearly marked survey stakes.

B. Grading that removes more material than specified in the permit request.

C. Trucks hauling from the grading site not following approved haul routes for following safe trucking standards.

D. Grading that occurs after the grading permit has expired.

E. Exceeding the average daily truck trips by more than ten percent (10%) in a 30 day period without requesting a higher average in writing.

F. Any work is not performed in compliance with the SWPPP Plan.

Section 12-B.090 Penalties
(Amended 11/12/13; 10/10/24)

A. If grading occurs without a valid grading permit or outside the approved surveyed area the grading project may be stop work ordered and all work will be stopped. The stop work order will stay in place until the area graded outside of the approved area is returned to its original elevation and re-vegetated. If grading is conducted outside the surveyed area a second time no grading will be allowed for 30 days as well as the unauthorized graded area will be returned to original elevation and re-vegetated. If grading occurs a third time outside the approved area the grading permit will be revoked and the landowner or his/her designee must apply for a new grading permit paying the permit fee again as well as a new bond, if applicable and the disturbed ground outside the approved area must be restored before the new grading permit will be considered.

B. Grading and/or landscaping onto City owned property (except for park strips) is prohibited. ~~If a property owner is found responsible for grading or encroaching on city property, by their own act or their agents', they are thereby precluded from purchasing the City owned property from the City.~~ If grading onto City property has occurred, the property shall be restored to its previous condition at the violator's expense. Violator's will be granted a 30-day period to contact and begin working with City Staff on remedying violations. If the violator does not contact Staff, or at any point does not actively work towards remedying the situation, it shall be a Class B misdemeanor.

C. The same rules apply for removal and maintenance of survey stakes, too much material removed and trucks not following designated haul routes or not practicing safe trucking standards.

D. Grading that occurs without a valid grading permit or after the grading permit has expired will result in a minimum daily fine of five hundred dollars ($500) per day.

E. Any person who is found to be in violation of an approved grading permit, or who is found to be in violation of this Code, may be charged with a misdemeanor and subject to enforcement by the City, as per Section 34.010 of this Code.

Agenda Item No: 13

City Council Agenda Item Report

Meeting Date: March 18, 2025
Submitted By: Brittney Harris
Submitting Department: Planning Division
Item Type: Ordinance
Agenda Section: Regular Agenda

Subject:
Consideration of Ordinance #14-2025 approving a Development Code Amendment to Chapter 12 to update buffer and screening requirements for non-residential zones adjacent to residential zones.

Suggested Action:

Attachments:

CC Staff Report Ch 12 Buffer and Screening Dev Code Amendment 03.18.25 1.docx

Chapter 12 Buffering Standards DRC 01.22.25.docx

Ord 14-2025.docx

Ch12 Development Standards - Buffering Requirements 01.09.25.pdf

CHAPTER 12 BUFFERING AND SCREENING DEVELOPMENT CODE AMENDMENT

CITY COUNCIL REPORT

Applicant	Lehi City
Meeting Date	March 18, 2025
Requested Action/Purpose	Approval of proposed amendments to the Lehi City Development Code
Decision Type	Legislative
Date of DRC Review	January 22, 2025
Date of Planning Commission Review	February 27, 2025

REQUIRED ACTION

Planning Commission	Review and recommendation
City Council	Final approval

APPLICABLE DEVELOPMENT CODE REGULATIONS

Section 04.060. Criteria for Approval.
No amendment to this Code, or the Zoning District Map(s), may be recommended for approval by the Commission nor approved by the City Council unless such amendment or conditions thereto are consistent with the General Plan. In considering a Code amendment, or Zoning District Map(s) amendment, the applicant shall identify, and the City Staff, DRC, Commission, and the City Council may consider the following factors, among others:

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

REPORT ANALYSIS

A key change to the buffering and screening requirements is the removal of Section 12.070, which addresses compatibility between different land uses. This section relies on highly subjective language, making it difficult to interpret and enforce. The Commission asked staff to review the language in said section to see if it could be kept with modifications. Planning Staff and the Legal Department reviewed the Development Code and relevant case law and determined that removing the subjective language in Section 12.070 remains the best course of action.

During the Planning Commission's public hearing, an analogy was made to swimming pool rules, emphasizing the need for clear and enforceable regulations. This is precisely why Section 12.070 is being removed. Keeping it, even in a modified form, would be like having pool rules such as "no horseplay," "no splashing," or "children must be supervised"—rules that can be interpreted differently by different people.

The proposed revised standards in Section 12.080 will provide enforceable and clear rules to help address compatibility issues between non-residential and residential uses. There are specific requirements for fencing, landscaping, etc. Other existing sections of the Development Code also provide clear and enforceable standards, such as the Table of Uses (Table 05.030B), which defines allowable uses in each zone, and the Table of Bulk and Intensity Requirements (Table 05.040B), which establishes minimum lot sizes, setbacks, and building heights. These objective standards are comparable to straightforward pool rules like "no swimming after 10 PM" or "children under 12 must be accompanied at all times by an adult 18 or older."

The proposed updates to screening requirements distinguish the fencing specifications for various types of uses when they are next to residential. For Neighborhood Commercial and Commercial zones, a six-foot masonry fence is required, while more intensive commercial uses (such as heavy commercial and light industrial) will require an eight-foot masonry fence. The Code also clarifies that this taller fence will not require a conditional use permit.

The buffering updates introduce a table outlining the minimum buffer width required for different uses. Neighborhood Commercial has the smallest buffer requirement at 12 feet, while Light Industrial, Technical Manufacturing, and Historic Industrial zones have the largest at 30 feet. These buffer requirements apply to buildings up to 20 feet in height; taller buildings will require additional buffer area, at the existing rate of one feet of buffer for each additional foot of building height.

The revised landscaping requirements specify that trees must be planted 30 feet apart, with a minimum mature height of 35 feet. It also includes guidelines for the types of trees and shrubs that may be used.

Additionally, the proposed amendments clarify that in Mixed-Use or Transit-Oriented Zones, when nonresidential uses are adjacent to residential areas, the buffering requirements for commercial zones may apply.

The Development Review Committee (DRC) has reviewed the proposed amendments and had no further comments.

POSSIBLE MOTIONS AND FINDINGS

The City Council may approve or deny the proposed amendments to the Lehi City Development Code. Any motion should include findings. Possible findings include:

1. The proposed Development Code Amendment provides different buffering and screening requirements based on the intensity of use.
2. The proposed Development Code Amendment protects/ does not protect residential property owners more fully.
3. The proposed Development Code amendment is/is not in conformance with the purposes, intent, and provisions of the General Plan and its various elements.
4. Additional findings based upon information presented during the public hearing.

PLANNING COMMISSION RECOMMENDATION

The Planning Commission reviewed the proposed Development Code Amendment on February 27, 2025. The minutes and motion from that meeting follow.

3.7) Public hearing and recommendation of Lehi City's request for review of a Development Code amendment to Chapter 12 to update buffer and screening requirement for non-residential zones adjacent to residential zones.

Jacob Curtis presented the item. This amendment was reviewed at the January work session. The intent behind the amendment is to beef up the buffer and screening requirements. The larger changes focus on including fencing specifications for use and zones next to residential zones, as well as adjustments to landscaping clauses. Commissioner Everett asked if drive isles are for planting boxes or for ingress/egress. He asked for clarifying language to be added

to the clause. Kim Struthers and Jacob Curtis agreed to look at it.

Commissioner Eyre asked about potential exceptions in the landscaping clauses. He wants to make as few exceptions as possible.

Commissioner Jackson opened public comment.

Matt Berg commented online and came to speak in person as well. He shared his concerns over the compatibility section being deleted. He lives against a large commercial development and has been able to use the clause in the past to argue against it and attain something more desirable for his neighborhood. He admits that it is a highly subjective clause. He asks that the city clarify it rather than delete it entirely.

John Madsen, Matt Berg's neighbor, was also present. He has been before the city council many times. He also advocates for the maintenance of the compatibility assessment clause. He mentioned that in the past he has missed opportunities to provide feedback to the city on certain decisions and has ended up with fencing issues on his property due to it. He appreciates the clarified fencing amendments for this reason. He stated that he understands that making the compatibility clause concrete will likely take a number of public hearings and meetings, but he thinks it would be worthwhile. He would like to avoid taking all of it out in one go.

Commissioner Jackson closed public comment.

The commission thanked Berg and Madsen for their concise and applicable comments.

Commissioner Eyre asked the planning division why the compatibility clause is being removed. Jacob Curtis explained that it's a very surface level clause that defines nothing and is nearly impossible to enforce. Craig Chambers further elaborated that as it stands it mainly opens up the city for claims, as it's too open of a clause. He suggested sending a recommendation to the city council to look into it further. Commissioner Everett asked if there could be an intent statement in the code that addresses compatibility. Chambers said that the best way to do it would be through specific buffering guidelines in the code. Curtis suggested putting the intent statement into the following section of the code that discusses buffering. Commissioner Eyre clarified that the suggestion from the city's legal team is to remove it. Chambers confirms that that is correct, but that the next sections should still be investigated so that the intent can be enforced, rather than existing as fluff in the code.

> **Motion:** Commissioner Roberts moves to recommend approval of the proposed amendments to the Lehi City Code, given that the language is clarified and defined so that section 12.070 can be included and defined in the following paragraphs. The proposed development code amendment provides different buffering and screening requirements based on intensity of use, it protects residential property owners more fully, it is in conformance with the purposes, intent, and provisions of the general plan and its various elements. He included the comments from the public. Commissioner Eyre seconds.

Commissioner Eyre would like to amend the motion to charge the city to rework and reword 12.070 in a way that is applicable, appropriate, and can give teeth, where possible.

> **Amended Motion:** Commissioner Roberts moves to recommend approval of the proposed amendments to the Lehi City Code, given that section 12.070 be reworked and reworded in such a way that it is applicable, appropriate, and enforceable, where possible. The proposed development code amendment provides different buffering and screening requirements based on intensity of use, it protects residential property owners more fully, it is in conformance with the purposes, intent, and provisions of the general plan and its various elements. He included the comments from the public. Commissioner Eyre seconds.
>
> **Vote:** Commissioner Jackson, yes. Commissioner Everett, yes. Commissioner Eyre, yes. Commissioner Kunze, yes. Commissioner Roberts, yes.
>
> Motion passes unanimously

Chapter 12 Buffering Standards
DRC Redline Comments

Lehi City- requests review of a Development Code amendment to Chapter 12, to update buffering and screening requirements for non-residential zones adjacent to residential zones.

DRC Members Present: Glade Kirkham, Garion Rowett, Ryan Allred, Shelbey Brewer, Kim Struthers, Gary Smith, Gary Ellis, James Farnsworth, Luke Seegmiller
Assigned Planner: Kim Struthers
Representatives of the Applicant Present:
Date of Plans Reviewed: 01/13/25
Time Start:
Time End:

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

THIS ITEM WILL BE SCHEDULED FOR PLANNING COMMISSION ON FEBRUARY 13, 2025

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

LEHI CITY

ORDINANCE NO: 14-2025

AN ORDINANCE AMENDING THE LEHI CITY DEVELOPMENT CODE CHAPTER 12, BUFFERING AND SCREENING

WHEREAS, it has become necessary to amend Chapter 12 of the Lehi City Development Code; and

WHEREAS, this amendment seeks to expand buffering and screening requirements based on the impact of the use; and

WHEREAS, following a public hearing on February 27, 2025, the Lehi City Planning Commission reviewed the proposed revisions and forwarded a positive recommendation to the City Council; and

WHEREAS, on March 18, 2025, 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 27, 2025, and the positive recommendation of the Planning Commission; and,

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

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

PART I:

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

PART II:

A. If a provision of this Ordinance 14-2025 conflicts with a provision of a previously adopted ordinance concerning the same title, chapter, and/or section number amended herein, the provision in this Ordinance shall prevail.

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

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

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

Approved and Adopted by the City Council of Lehi City this 18th day of March 2025.

ATTEST

_____ _____

_____ _____

Mark Johnson, Mayor Teisha Wilson, City Recorder

Section 12.070. Compatibility Assessment.
~~All developments shall be compatible and sensitive to the immediate environment of the site and neighborhood relative to scale, bulk, exterior building materials and design and building height, density and historical character, orientation of buildings on the lot, and buffering. Development layout, proposed use, and building designs shall avoid conflicts including noise, odor, dust, light, attractive nuisance, shadow, aesthetics, privacy, access, and safety.~~

Section 12.080. Project Buffering and Screening Requirements. *(Amended 07/28/09; 04/27/10; 08/14/12; 05/14/19)*
The purpose of this subsection is to mitigate and/or eliminate potential impacts of commercial activities on adjacent residential areas ~~encourage the most appropriate use of land and to conserve and protect the privacy and value of adjacent permitted uses~~. While complete elimination of all impacts may not be possible, these standards are designed to minimize them. The following landscape buffer and screening requirements shall be met:~~Landscaped buffer areas and screening requirements shall be provided as follows~~:

~~A. Landscape Areas. Required landscape, setback, and yard areas shall be provided as required by the Zoning District requirements as contained in Table 05.040-A, Table 05.040-B, and Table 05.040-C of this Code unless otherwise specified in this section.~~

~~1. Berms. Berms may be included and required as part of the landscaped buffer adjacent to public streets and between adjacent land uses.~~

~~B.~~A. Required Screening for NC, C, C-H, CR, C-1, BP, LI, TM and HI ~~Nonresidential~~ Zoning Districts adjacent to Agriculture and Residential ~~Areas~~Zoning Districts. ~~When a nonresidential zoning district or use sides or backs upon an agriculture or residential zoning district, landscaped buffer areas and screening requirements shall be as follows:~~

1. Fencing.
(a) For the NC and C Zoning Districts,~~A~~ a ~~screening treatment of not less than~~ six foot masonry, precast concrete, or lightweight precast fiber reinforced concrete fence~~feet in height~~ shall be required on the property line ~~separating these zoning districts or uses. When a screening treatment is required it~~ For NC projects adjacent to apartments, townhomes or condominiums, the fencing requirement may be modified by the Planning Commission as an exception.
(b) For C-H, CR, C-1, BP, LI, TM and HI Zoning Districts, the fence shall be masonry or precast concrete and eight feet in height. A Conditional Use permit for the taller fence is not necessary when the taller fence is required by this Section.
(c) ~~shall be the responsibility of the~~The nonresidential use shall be responsible to provide the required ~~screening treatment~~ fencing.
(d) Where there is a difference in the grade of the properties on either side of the required fence, the height of the fence shall be measured from the property with the highest grade or in such a way that provides the greatest possible visual screening for the Agriculture or Residential Zoning District ~~(see Figure 6)~~.
(e) The height of fences shall be reduced in clear view areas or where they may impact sight visibility with a driveway as specified in Section 12.070.
~~1.~~(f)Berms or other alternative screening methods may be considered as part of the site plan approval process, and may be approved by the Planning Commission instead of the required fence.

2. Landscaped Buffer. A minimum landscaped buffer ~~with a minimum width~~ shall be provided according to the following table:

Zone	Min. Buffer Width
NC	12'*
C	20'
C-H,CR,C-1, BP	25'
LI, T/M, HI	30'

*For NC projects buffer requirement may be reduced by the Planning Commission as an exception.

(a) ~~of 12 feet for all one-story buildings with a building height of 20 feet or less shall be provided. In addition to the minimum~~ buffer, for~~All~~ buildings ~~over~~taller than 20 feet in height, ~~shall provide~~ an additional one foot of buffer width is required for every foot of building height over 20 feet.~~to the minimum 12 feet for every one foot of additional building height~~. The additional buffer area ~~for buildings over 20 feet in height~~ may ~~contain~~ include parking areas and drive isles, but the minimum landscaped buffer must remain along the property line. ~~as long as the minimum 12-foot landscaped buffer is maintained along the property line and the amount of hard surface is not more than 50%~~

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~~of the total required buffer area~~.

(b) The landscape buffer shall be designed ~~and installed~~ in a manner that is attractive, ~~and~~ easily maintained, and adheres to the City's water efficiency standards found in Section 35.220 of this Code.~~.~~

(c) The landscape buffer shall include the following elements ~~shall~~ (see Figure 6 below):

(1) ~~be planted with shrubs, trees, and sod, for the purpose of buffering, screening, and improving the visual quality of the site. At least 25% of the landscaping shall be evergreen. Deciduous trees shall have a minimum caliper of two inch and evergreen trees shall have a minimum height of six feet. Shrubs shall be a minimum five gallon size.~~Large trees, spaced 30' apart, with a minimum mature height of 35-feet. Evergreen trees must be at least six feet tall at planting. A minimum of 50 percent of the large trees shall be evergreen. Deciduous trees shall be a minimum of two-inch caliper at planting.

(2) Trees may be clustered, but there shall be no horizontal gaps greater than 30 feet between trees.

(3) Tall shrubs with a mature height between eight to ten feet tall.

(4) Low shrubs with a mature height of one to two feet tall.

(5) All shrubs shall be a minimum of five-gallon size.

(6) Required shrubs may be replaced at a ratio of one evergreen tree per four shrubs.

(7) Existing shrubs and trees may be utilized.

(8) No more than 40 percent of any one plant genus shall be allowed.

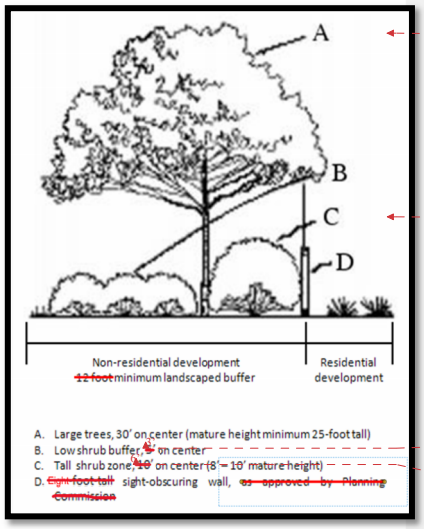


Figure 6. Example landscaped buffer including large trees, low shrubs, tall shrubs, and a six-foot sight obscuring fence.

3. Development Within Landscaped Buffer. The landscaped buffer area may contain sidewalks and trails, but shall not contain parking, vehicular use areas, generators, trash/dumpster enclosures, equipment storage and other open storage or buildings.

~~2.~~4. ~~The landscaped buffer requirements may be modified as deemed appropriate by the Planning Commission if the following conditions apply:~~

~~(a) the adjacent property owner consents in writing to the modification; and~~

~~(b) the adjoining property is identified on the General Plan Land Use Map as a non-residential land use designation.~~

The determination derived from the Right to Farm Analysis shall take precedence over any buffer reduction.

~~C.~~B. Required Screening for TOD and MU~~Mixed Use~~ Zoning Districts adjacent to Agriculture and Residential Zoning Districts~~Areas~~.

1. When a non-residential use within a TOD or Mixed Use Zoning District ~~or use~~ sides or backs upon an Agriculture or Residential Zoning District, landscaped buffer areas and screening requirements shall be provided as required by the Zoning Administrator or Planning Commission

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(depending on who is the designated Land Use Authority), Reviewing Departments, Planning Commission, and City Council sufficient to ensure and maintain the integrity and continued functioning of the adjacent use.

2. The Zoning Administrator, Reviewing Departments, and Planning Commission, and City Council shall be guided by, and may impose, the requirements of Sections 12.080(A) and (B) for C Zoning Districts adjacent to residential Zoning Districts and any other requirement of Section 12.080.

3. If the buffering and screening requirements of Section 12.080(BA) for C Zoning Districts are met, approvals may be given according to the underlying approval process for the development request. Otherwise, approval is required by the Planning Commission, following a public hearing.

D.C. Any screening wall or fence, or other treatment required under the provisions of this section, under a conditional use permit or other requirement, shall be constructed of masonry, reinforced concrete, timber, or other similar suitable permanent materials as approved by the City which do not contain openings. All wall or fence openings shall be equipped with gates equal in height and screening characteristics to the wall or fence. Alternative equivalent screening may be approved through the site plan approval process. Screening fences or walls shall be supplemented by planting or planted buffer strips or berms.

E.D. Developments shall provide for effective screening of rooftop mechanical equipment and vents.

F.E. All outdoor mechanical equipment, storage parking, and equipment or materials storage areas shall be screened.

G.F. All required screening walls shall be equally finished on both sides of the wall.

H.G. Open storage of materials, commodities, or equipment shall:

1. Be located behind the front building line;

2. Observe all yard setback requirements; and

3. Be screened with a minimum six-foot fence or wall or other treatment, pursuant to Sections 12.080 (A) and (B).

I. Dumpsters and other refuse storage areas shall be visually screened by an enclosure constructed of the same materials as the primary structure or other approved material.

Agenda Item No: 14

City Council Agenda Item Report

Meeting Date: March 18, 2025
Submitted By: Brittney Harris
Submitting Department: Planning Division
Item Type: Ordinance
Agenda Section: Regular Agenda

Subject:
Consideration of Ordinance #15-2025 approving a Development Code Amendment to Chapter 5 to create the Starter Home Attainability Residential (SHAR) General Plan overlay.

Suggested Action:

Attachments:

CC Staff Report SHAR Development Code Amendment 03.18.25.docx

Critical Homeownership Overlay Zone DRC 10.23.24.docx

Ord 15-2025.docx

SHAR Proposal.docx

STARTER HOME ATTAINABILITY RESIDENTIAL DEVELOPMENT CODE AMENDMENT

CITY COUNCIL REPORT

Applicant	Lehi City
Meeting Date	March 18, 2025
Requested Action/Purpose	Approval of a proposed amendment to the Lehi City Development Code
Date of DRC Review	October 23, 2024
Date of Planning Commission Review	December 5, 2024

REQUIRED ACTION

Planning Commission	Review and recommendation
City Council	Final approval

APPLICABLE DEVELOPMENT CODE REGULATIONS

Section 04.060. Criteria for Approval.
No amendment to this Code, or the Zoning District Map(s), may be recommended for approval by the Commission nor approved by the City Council unless such amendment or conditions thereto are consistent with the General Plan. In considering a Code amendment, or Zoning District Map(s) amendment, the applicant shall identify, and the City Staff, DRC, Commission, and the City Council may consider the following factors, among others:

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

APPLICABLE MODERATE INCOME HOUSING GOAL

Goal 6 Demonstrate implementation of any other program or strategy to address the housing needs of residents of the county/municipality who earn less than 80% of the area median income, including the dedication of a local funding source to moderate income housing or the adoption of a land use ordinance that requires 10% or more of new residential development in a residential zone be dedicated to moderate income housing

Strategy 1: Work with the development community to create a proposal to amend the Development Code to create an affordable housing overlay zone

- Create a draft for an attainable housing overlay zone that allows a Development Agreement between the City and the Developer
- Work with the Planning Commission and City Council to get it approved

APPLICABLE GENERAL PLAN GOALS

STRONG COMMUNITIES Establish strong communities where residents have opportunities for meaningful social connections and support systems.
Strategy 1 Create a life-cycle housing policy that encourages a diversity of housing types in Lehi's neighborhoods to provide housing options for prospective residents of differing ages, incomes, abilities, and lifestyles.

RESIDENTIAL DEVELOPMENT Accommodate a range of housing and neighborhood types suitable for a variety of lifestyles, ages, affordability levels, and design options.
Strategy 2 Create inclusionary zoning programs that promote additional affordable housing units.

REPORT ANALYSIS

The applicant requests approval of the proposed Starter Home Affordable Residential (SHAR) Development Code Amendment. This amendment is designed to provide a mechanism for building small starter homes on lots smaller than 6,000 square feet. It aims to fulfill Goal 6 of the Moderate Income Housing Plan.

Significant changes have taken place since the original proposal of the Critical Homeownership Overlay Zone and the Attainable Homeownership Overlay Zone. The basics of this proposal are outlined below.

SHAR Proposal
This proposal will include areas designated with the SHAR overlay on the General Plan Map. If a parcel is identified for SHAR, an applicant may choose to apply for the special zoning requirements. Applicants may also apply to change the General Plan to include this overlay through the standard General Plan Amendment process.

Zoning approval will be granted once the applicant submits a concept plan and zone change application. The concept plan must demonstrate that the proposed lots meet the following criteria:

- Final sales price is below $400,000 or lower than the sales price of other detached single-family homes in Lehi.
- Lot sizes are between 4,000 and 5,999 square feet.
- Homes have a footprint of 1,200 square feet or less, and no more than 50% of the homes in a subdivision can have basements.
- The lots are 60-feet wide and include setbacks similar to those in other zones.
- The house does not include a garage but includes how a garage could be added.
- Each home must have one architectural feature as outlined in the Code.
- The subdivision will not include a Homeowners Association (HOA).

The Planning Commission will review these proposals with a public hearing, and City Council will approve the zone change and concept plan.

Goal of SHAR
SHAR is intended to provide attainable houses for first time home buyers and those on a limited budget. The Code has been developed to create opportunities for smaller homes and lots. It also seeks to preserve community character and ensure that homes built under the SHAR program have lasting aesthetic appeal..

Next Steps
This proposal represents the first step to building attainable starter homes. After receiving approval, the Engineering Department will assess utility capacity and recommend parcels for designation with the SHAR Overlay on the General Plan Land Use Map. The proposal will then go to DRC, the Planning Commission with a public hearing, and the City Council for approval. After the General Plan Overlays are designated, applicants can begin applying.

POSSIBLE MOTIONS AND FINDINGS

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

findings. Possible findings include:

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

PLANNING COMMISSION RECOMMENDATION

The Planning Commission reviewed the proposed amendment on December 5, 2024. The minutes and motion from this meeting are as follows:

2.1) Public hearing and recommendation of Lehi City's request for review of a Development Code Amendment adding in the Attainable Homeownership Overlay Zone.

Brittney Harris presented on the item with assistance from Jason Harris. She explained that the AHOZ is a highly collaborative project which has been in development for over a year. She cited studies on housing unattainability that emphasized the inflation within the housing market. She expressed worry that if the Commission and Lehi City don't decide on a plan to make housing more attainable, the state will step in with a program that is not tailored to the community's needs. Jason Harris brought up the plans that other cities are going through with, including Provo's city-owned developments and the DADU program in Farmington. Brittney Harris emphasized that the city's main goals for this project are to raise the amount of essential workers that are homeowners, allow the project to be market driven, and honor the traditions of Lehi by making housing more attainable for community members.

As it stands, AHOZ will allow developers to make deals with the city wherein they can develop higher density housing if the homes go for at least 20% lower than similar homes on the market. Each development agreement that is made with the city will outline the density, the size of homes, and the sales price, which will hold regardless of changes in the market. Brittney Harris clarified that the risk factor lies on the developer, and that the Commission can recommend to the City Council that reconsideration of pricing be included in the code, but that it is not currently included.

Commissioner Everett asked which comparable would affect the price point, as it is currently limited to a one-mile radius. He posited that the price should be comparable to attainable housing in other areas. Brittney Harris explained that the current plan is set up to provide incentives to developers, and that it has been reworked so that homeowners can now attain full equity in five years rather than ten. Commissioner Everett was still concerned about the AHOZ code being too vague. Brittney Harris clarified that it is the City Council that will be the ultimate decision maker on which development deals get approved, and that it is the looseness of the ordinance that allows the city more freedom. Commissioner Everett further worried that the wording would lead to legal repercussions, which Brittney Harris countered by stating that as the overlay zone is completely discretionary, there would be no legal recourse for the City if it were to deny deals.

Commissioner Lockhart discussed density as a desire for developers and infrastructure as a desire of the city. She asked why savings aren't already being passed down to the customer when increases in density are approved. Brittney Harris explained that the developers Lehi City works with don't always have the control to affect prices without government intervention. Jason Harris added that the price of housing is also affected by the supply of properties that local governments provide. Commissioner Lockhart asked him what was driving up the price. Jason Harris stated that it is both the market and the cost stack. Brittney Harris explained that the AHOZ would help prevent bidding wars between buyers that drive up housing prices.

Brittney Harris continued with her presentation on the topic, explaining that the AHOZ would encourage income diversity within the city and reduce long-distance traffic. She presented three studies that show that attainable housing is usually accompanied by a neutral to positive effect on surrounding property values. Negative effects were the result of poor management. Profit incentives are a part of the plan for better or for worse, as they are needed to get capitalist investment. She emphasized that this is a baby step for the community and that change is necessary if the housing situation in Lehi is going to get better. Jason Harris stated that not every builder is going

to jump at this opportunity, but even so it is the best plan that he's been able to come up with.

Commission Chair Jackson opened public comment.

Jason Turner commented online that he is a fan of the idea, and that he likes the idea of making homes easier to build.

Leia Jay gave a presentation for the organization Strong Towns Lehi. She explained that housing boils down to a density issue. She stated that allowing denser areas to be priced lower is important for Lehi's financial stability as a city. Her concern is making housing in general attainable, rather than making individual houses attainable. If the supply increases, then houses will naturally see a decrease in value. She stated that it was a matter of looking at housing as a necessary shelter rather than as an economic investment. She also mentioned that treating property as investment has caused major economic downturn in the last decade.

Marshall Gary stated that while the AHOZ is a big deal, it's not going to have as radical an impact as the Planning Commission is worried about. He shared a personal anecdote about his great-great-great grandparents who were able to use their property to care for multiple generations of family, including himself. He explained that it was important to him and his family that others have that same opportunity. He asked the Commission to give the AHOZ a positive recommendation.

Kenzie Stirling is a senior at Skyridge High School. She talked about wanting to own a house one day, but not seeing a possibility for her to do that in Lehi. She explained that the AHOZ would help young people enter the housing market. She stated that she understood that this might lead to a curbing of amenities, but that she is able and willing to manage her expectations.

Evan Hilton is an American Fork resident. He discussed how the cities are interconnected, and that the benefits of including the AHOZ will not only apply to Lehi citizens, but anyone who needs to travel between cities. He also mentioned that he is a fan of the smaller lawns that will result from the AHOZ.

Eva was also present with Strong Towns Lehi. She stated that she is a big proponent of incremental change. She explained that there is not going to be a perfectly elegant solution to the problem, and that the city needed to be okay with compromise for the sake of the greater good.

Commission Chair Jackson closed public comment.

Commissioner Lockhart asked how many cities accepted this same goal that was assigned by the state. Brittney Harris explained that the various city plans were all available online. Jason Harris mentioned that Weber County was using a similar system, but without the development agreement.

Commissioner Kunze asked if a housing authority would be needed to monitor ownership of the house. Brittney Harris explained that since everything would be outlined in the development agreement, a deed restriction would come up on any title search until it no longer applied. The authority that governed this would be decided on a case-by-case basis. Commissioner Eyre asked about the potential for getting equity before the five-year stipulation was up. Brittney Harris explained that owners can attain 40% of equity before the deed restriction was lifted. Commissioners Eyre and Jackson agreed that it would require a housing authority to enforce. Brittney Harris offered that an HOA could also be a possibility.

Commissioner Jackson stated that he doesn't see the downsides being collectively absorbed by the community. He sees the AHOZ as hiding the value of the land and artificially suppressing the price. Jason Harris stated that the prerogative is to get families in homes more than it is about building houses. Not every home builder is going to participate, just those that have the desire to help build the community. He states that there are plenty of people developing land for rent. He emphasizes that if no steps are taken, it is likely that many members of younger generations are never going to own homes. He reiterates that equity gained from owning property is a result of not having enough housing on the market.

Commissioner Lockhart once again mentioned that current density bumps haven't affected housing prices. She asked if the overlay zone is necessary for social good, and once again asks why developers aren't passing savings

down to the consumer. Jason Harris explains that the costs of building have gone up faster than home prices, and that the take home margin for many developers is 6-10%. Demand for housing drives up costs in all areas, which also drives up prices. He stated that the AHOZ would help to slow that process.

Commissioner Everett stated that there is a finite supply of land for homes within city limits, and therefore the supply isn't entirely in control of the city. He also worried about the ability of current water and sewage systems to keep up with increased density. He stated that he would prefer not to have a housing authority. He is worried that with the way the code is written that it will cause the problem to get worse once the deed limit goes away. He is also concerned about transparency, given that it is reliant on the current City Council, something that can and does change frequently. He recommended crafting an ordinance that would require owner occupation. He also stated that he liked the plan that Provo is going through with and suggests that the city should purchase a small piece of land as a sample to see if something like that would work for Lehi. He argued that working directly through the city would make the process more transparent.

Commissioner Everett also mentioned several minor clarifying changes to the ordinance itself. Commissioner Lockhart asked that the name change be reflected throughout the document. Commissioner Everett reiterated that he would like to take a different route in pursuit of housing attainability.

Commissioner Lockhart stated that the AHOZ doesn't address her concerns. She explains that while it addresses the cost, it doesn't address the market. She also stated that she thinks it is unfair, as other people who have already gotten mortgages might be negatively affected if the market were to be negatively impacted. She states that 75% of Lehi citizens are homeowners, and that this ordinance wouldn't help them in any way. She stated that she wants more clarity on the outcomes and more work done on the ordinance. Commissioner Eyre clarified that the purpose of the ordinance is not to help every resident in Lehi, but that it is supposed to support critical workers and first-time homeowners.

Commissioner Jackson wanted to know that the deed wouldn't count as a comp. Commissioner Eyre stated that he doesn't think the city would be able to guarantee that, but it wouldn't be insurmountable.

Commissioner Lockhart stated that she is against growing the government, as there are already a lot of things the city needs to pay for without the addition of a housing authority.

Commissioner Jackson acknowledged that this will not lead to truly affordable housing. He stated his concern that the 20% decrease in price might not be enough for the people who need it the most. He asked that a very defined list of critical workers be developed, as well as a definition of what counts as a "Lehi resident." He suggested that the required period of time be lengthened beyond a year. He mentioned that he would like to have the ordinance adjusted so that the 30-day limit is reset if a deal falls through. Jason Harris reassured him that developers would be eager to sell the house because that's when it costs the most money with the least amount of profit.

Jason Harris reiterated that this isn't an all or nothing deal, but he would like a positive recommendation from the Commission, even if it comes with caveats.

Motion: Commissioner Everett moved to provide a negative recommendation to Lehi City Council, as the ordinance is not in conformance to the general building code without structural changes to the general plan. The AHOZ has too many parts that aren't defined. The findings of fact are difficult as all outcomes at this point are supposition. The quality of life of Lehi citizens could also be negatively affected by increasing density, overcrowding schools, and public services like water and sewage systems. Commissioner Lockhart asked that the motion be amended to state that more stakeholders from the mortgage side of the issue should be contacted. Commissioner Everett agreed. Commissioner Lockhart seconded the motion.

Vote: Commissioner Jackson, yes. Commissioner Everett, yes. Commissioner Lockhart, yes. Commissioner Eyre, no. Commissioner Kunze, yes. Motion passed four for, one against.

Critical Homeownership Overlay Zone Development Code Amendment
DRC Redline Comments

Lehi City- requests review of the Critical Homeownership Overlay Zone Development Code Amendment

DRC Members Present: Glade Kirkham, Garion Rowett, Ryan Allred, Shelbey Brewer, Kim Struthers, Gary Smith, Brad Kenison, James Farnsworth, Luke Seegmiller
Assigned Planner: Brittney Harris
Representatives of the Applicant Present: Jason Harris
Date of Plans Reviewed: 10/17/24
Time Start:
Time End:

DRC REDLINE COMMENTS:
Glade – Power: No comments
Garion – Fire: No comments
Ryan – Water/Sewer: No comments
James – Parks: No comments
Gary – Building/Inspections: No comments
Shelbey – Public Works: No comments
Gary E. – Engineering: No comments
Luke- Traffic: No comments
Kim – Planning:
1. Change name to Attainable Homeownership Overlay Zone
2. Add to paragraph 6 on page 3 "Based on significant changes in the market or increases in construction cost. The increase will be reviewed by the Economic Development Director. Any changes above 5% will require amending the Development Agreement."
3. Change wording on 7 "Equity capture of the units shall be limited up to 5 years"

THIS ITEM WILL BE SCHEDULED FOR PLANNING COMMISSION ON AUGUST 22, 2024

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: 15-2025

AN ORDINANCE AMENDING THE LEHI CITY DEVELOPMENT CODE ADDING CHAPTER 5-A, STARTER HOME ATTAINABLE RESIDENTIAL

WHEREAS, it has become necessary to add Chapter 5-A to the Lehi City Development Code; and

WHEREAS, this amendment seeks to add a mechanism to build attainable starter homes in Lehi; and

WHEREAS, this amendment seeks to fulfill Goal 6 of the Moderate Income Housing Plan; and

WHEREAS, following a public hearing on December 5, 2024, the Lehi City Planning Commission reviewed the proposed revisions and forwarded a negative recommendation to the City Council; and

WHEREAS, on March 18, 2025, 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 December 5, 2024, and the negative recommendation of the Planning Commission; and,

WHEREAS, after considering the facts and comments presented to the Municipal Council, the Council finds: Chapter 5-A should be added to the Lehi City Development Code; 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 5-A is hereby added to the Lehi City Development Code.

PART II:

A. If a provision of this Ordinance 15-2025 conflicts with a provision of a previously adopted ordinance concerning the same title, chapter, and/or section number amended herein, the provision in this Ordinance shall prevail.

B. This ordinance and its various sections, clauses and paragraphs are hereby declared to be severable. If any part, sentence, clause or phrase is adjudged to be unconstitutional

or invalid, the remainder shall not be affected thereby.

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

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

Approved and Adopted by the City Council of Lehi City this 18th day of March 2025.

ATTEST

_____	_____
_____	_____
Mark Johnson, Mayor	Teisha Wilson, City Recorder

Chapter 5-A

Starter Home Attainable Residential (SHAR)

Section 5A.010. Purpose

Section 5A.020. Establishment of Zoning

Section 5A.030 Process for Approval

Section 5A.040 Requirements

Section 5A.010 Purpose.

Housing has become increasingly unaffordable for Lehi residents and those who would like to live in Lehi. The purpose of this chapter is to provide a zoning tool to help lower the cost of housing through smaller homes on small lots. This zone is intended to support the development of starter homes in existing neighborhoods as infill development, rather than establishing new standalone communities.

These homes are intended to appeal to first time homebuyers or moderate-income households. However, they can benefit a much larger demographic and fill many needs in the community.

Section 5A.020 Establishment of Zoning

The General Plan designates areas with the SHAR Overlay Zone. Parcels in this overlay may apply for the zoning by meeting the requirements outlined in this chapter.

Other parcels may also apply for the General Plan designation in accordance with the procedures for amending the General Plan Maps as outlined in Section 04.020 of this Code.

Section 5A.030 Process for Approval

Parcels with the SHAR General Plan Overlay may apply for the overlay zone by concurrently submitting zone change and concept plan applications as outlined in Chapters 4 and 11 of this Code. The concept plan needs to provide enough detail to demonstrate that the future subdivision will meet all of the requirements for the overlay zone outlined in Section 5A.040. The zone change and concept plan shall require review from the Reviewing Departments, recommendation from the Planning Commission following a public hearing, and approval by the City Council with a Development Agreement.

Following approval of a zone change and concept plan, a preliminary and final subdivision application may be submitted. They can be submitted simultaneously or separately depending on the applicant's preference. These applications will be administratively approved by staff as long as no significant changes to the approved concept occur. Changes that would require a resubmittal of a concept plan include: adding additional lots, changing the location of roadways, or an increase to the estimated sales prices of more than $50,000.

Section 5A.040 Requirements

To qualify for the overlay zoning the following conditions shall be met:

1. The sales price of the home should be less than $400,000
    a. The applicant shall provide an estimate or range of the sales price with the concept and subdivision submittals
    b. The sales price shall be lower than the sales price of detached single-family homes in Lehi without the SHAR Overlay. A sales price over $400,000 may be allowed if the applicant can demonstrate that it is still lower than the sales price of other homes.
2. Only detached single family homes are permitted in the SHAR Overlay.
3. No subdivision shall be approved that includes more than 100 lots to preserve neighborhood character and maintain a manageable scale on existing community infrastructure.
4. The lot sizes shall be at a minimum 4,000 square feet and at a maximum 5,999 square feet in size.
    a. The overall density of the subdivision shall not exceed

i. 10 units per acre for projects less than 10 acres in size
ii. 8 units per acre for projects greater than 10 acres in size.

5. The homes shall have a maximum ground floor area of 1,200 square feet for the initial build. The subdivision shall include a note stating that additions to the home can be added after the first two years as long as they meet the setbacks.
6. No more than 50 percent of the homes in the subdivision can be constructed with basements.
7. The lots shall have a minimum 60-foot width
8. The minimum setbacks for the lots shall be as follows:
    a. 8-foot side yard setback on one side, the other side shall have a minimum 12-foot setback.
    b. 20-foot side yard setback on the corner
    c. 20-foot front yard setback
    d. 20-foot rear yard setback
9. The subdivision shall have a 44-foot public right of way including
    a. 30 feet of asphalt
    b. 5-foot sidewalks
    c. Roll curb and gutters
10. The house designs shall meet the following minimum requirements:
    a. No garages shall be included in the initial construction of the subdivision but may be added by the homeowners after. Carports may be provided. Home plans shall show how a garage could be added in the future.
    b. One of the following architectural features shall be provided on each home. The subdivision shall include a mixture of these features.
        i. Brick, stone, or wood columns on the front of the home
        ii. Covered porch on the front of the home
        iii. Brick or stone covering at least 40 percent of the front elevation of the home
        iv. Decorative overhang on the roof greater than six inches
        v. Shutters on windows on the front of the home
        vi. Pitched roof at least 8/12 or greater
        vii. Chimney
        viii. Decorative Gable on the front of the home
        ix. Or other features as approved by the Planning Commission as part of the concept plan review process.
    c. Different exterior home plans shall be provided for reach subdivision, the number of house plans depends on the number of lots.
        i. Less than 3 homes only need one exterior home plan
        ii. 4-10 homes shall have at a minimum two exterior home plans.
        iii. 20-30 homes shall have at a minimum three exterior home plans
        iv. 30+ shall have four exterior home plans with at least two different architectural styles.
11. The subdivision shall not have a Homeowners Association (HOA).
12. By applying for this zone, the applicant agrees to deed restrict each property to be owner occupied to prevent them from becoming investment properties. Properties in this zone shall not be allowed to be rented to anyone other than direct family members.

Agenda Item No: 15

City Council Agenda Item Report

Meeting Date: March 18, 2025
Submitted By: Teisha WIlson
Submitting Department:
Item Type: Ordinance
Agenda Section: Regular Agenda

Subject:
Consideration of Ordinance #12-2025, adopting the Morning Vista Community Reinvestment Project Area Plan, as approved by the Redevelopment Agency of Lehi City.

Suggested Action:

Attachments:

Ord 12-2025.docx

LEHI CITY

LEHI CITY

ORDINANCE NO. 12-2025

AN ORDINANCE ADOPTING THE MORNING VISTA COMMUNITY REINVESTMENT PROJECT AREA PLAN, AS APPROVED BY THE REDEVELOPMENT AGENCY OF LEHI CITY, UTAH, AS THE OFFICIAL COMMUNITY REINVESTMENT PROJECT AREA PLAN FOR THE PROJECT AREA AND DIRECTING THAT NOTICE OF THE ADOPTION BE GIVEN AS REQUIRED BY STATUE.

WHEREAS the board of the Redevelopment Agency of Lehi City, Utah (the "Agency"), having prepared a Project Area Plan (the "Project Area Plan" or "Plan") for the Morning Vista Community Reinvestment Project Area (the "Project Area"), attached hereto as **EXHIBIT A,** pursuant to Utah Code Annotated ("UCA") 17C-5-105 and having held the required public hearing on the Plan on March 18th, 2025, pursuant to UCA 17C-5-104, adopted the Plan as the Official Community Reinvestment Plan for the Project Area; and,

WHEREAS the Utah Community Reinvestment Agency Act (the "Act") mandates that, before the community reinvestment project area plan approved by the agency under UCA 17C-5-104 may take effect, it must be adopted by ordinance of the legislative body of the community that created the agency in accordance with UCA 17C-5-109

NOW, THEREFORE, BE IT ORDAINED BY THE LEHI CITY COUNCIL AS FOLLOWS:

1. The Lehi City Council hereby adopts and designates the Project Area Plan, as approved by the Agency, Board, as the official community reinvestment plan for the Project Area (the "Official Plan").

2. City staff and its consultants are hereby authorized to prepare and to publish or cause to be published the notice required by UCA 17C-5-110, whereupon the Official Plan shall become effective pursuant to UCA 17C-5-110(2).

3. Pursuant to UCA 17C-5-110(5), the Agency may proceed to carry out the Official Plan upon its adoption.

4. This Ordinance is necessary for the immediate preservation of the peace, health, safety, or welfare of Lehi City and shall become effective upon passage and publication of a summary as provided by law.

PASSED and **APPROVED** by the City Council of Lehi City, State of Utah, this 18th day of March 2025.

LEHI CITY CORPORATION

_____

Mark Johnson, Mayor
ATTEST:

_____

Teisha Wilson, City Recorder

EXHIBIT A – Morning Vista Community Reinvestment Area Plan

Agenda Item No: 16

City Council Agenda Item Report

Meeting Date: March 18, 2025
Submitted By: Teisha WIlson
Submitting Department:
Item Type: Resolution
Agenda Section: Regular Agenda

Subject:
Consideration of Resolution #2025-15, approving the Interlocal Agreement between the Lehi Redevelopment Agency and Lehi City regarding the Morning Vista Community Reinvestment Project Area.

Suggested Action:

Attachments:

Res 2025-15.docx

Interlocal Agreement With Lehi City and RDA Mar 18 2025.doc

LEHI CITY

RESOLUTION NO. 2025-15

A RESOLUTION APPROVING THE INTERLOCAL AGREEMENT BETWEEN THE LEHI CITY REDEVELOPMENT AGENCY AND LEHI CITY REGARDING THE MORNING VISTA COMMUNITY REINVESTMENT PROJECT AREA.

WHEREAS pursuant to the provisions of the Interlocal Cooperation Act, Title 11, Chapter 13, Utah Code Annotated 1953, as amended (the **Act**), public agencies, including political subdivisions of the State of Utah as therein defined, are authorized to enter into mutually advantageous agreements for joint and cooperative actions, including the sharing of tax and other revenues; and

WHEREAS the Lehi City Redevelopment Agency (the "**Agency**") and Lehi City (the **"Taxing Entity**") are "public agencies" for purposes of the Act; and

WHEREAS after careful analysis and consideration of relevant information, the Taxing Entity desires to enter into an interlocal agreement with the Agency (the "**Interlocal Agreement**") whereby the Taxing Entity consent to the Agency receiving and retaining, for an extended period of time, a portion of the tax increment produced by the Taxing Entity's levy on sales and use tax within the Morning Vista Community Reinvestment Project Area (the "**Project Area**"); and

WHEREAS Section 11-13-202.5 of the Act requires that certain interlocal agreements be approved by resolution of the legislative body of a public agency.

NOW, THEREFORE, BE IT RESOLVED BY LEHI CITY AS FOLLOWS:

The Interlocal Agreement, substantially in the form attached hereto as **EXHIBIT A** is approved and shall be executed by Lehi City.

Pursuant to Section 11-13-202.5 of the Act, the Agreement has been submitted, or will be submitted prior to execution, to legal counsel of the Taxing Entity for review and approval as to form and legality.

Pursuant to Section 11-13-209 of the Act and upon full execution of the Interlocal Agreement, a duly executed original counterpart thereof shall be filed immediately with the keeper of records of the Taxing Entity.

This Resolution shall take effect upon adoption.

APPROVED AND ADOPTED this 18th day of March, 2025.

LEHI CITY

_____

Mark Johnson, Mayor

ATTEST:

_____

Teisha Wilson, City Recorder

EXHIBIT A

Morning Vista Community Reinvestment Project Area Interlocal Agreement

MORNING VISTA
COMMUNITY REINVESTMENT PROJECT AREA
INTERLOCAL AGREEMENT
by and between the
LEHI CITY REDEVELOPMENT AGENCY
and
LEHI CITY

THIS INTERLOCAL AGREEMENT is entered into as of this 18th day of March, 2025, by and between the **LEHI CITY REDEVELOPMENT AGENCY** (the **"Agency")** and **LEHI CITY** (the **"Taxing Entity"**) (collectively, the "**Parties**").

A. WHEREAS the Agency was created pursuant to the provisions of the Utah Redevelopment Law and the Agency continues to operate under the Limited Purpose Local Government Entities – Community Development and Renewal Agencies Act, Title 17C of the Utah Code (the "**Act**"), and is authorized thereunder to conduct urban renewal, economic development, and community reinvestment activities within the Lehi, Utah, as contemplated by the Act; and

B. WHEREAS the Agency created the Morning Vista Community Reinvestment Project Area (the **"Project Area")** and adopted a community reinvestment project area plan for the Project Area, a copy of which is attached hereto as **EXHIBIT A** and incorporated herein by this reference (the "**Project Area Plan**"), which includes the legal description and a map of the Project Area, pursuant to which the Agency desires to encourage, promote and provide for the development of retail, restaurants, multi-family housing (the **"Project**") in the Project Area; and

C. WHEREAS the Taxing Entity and the Agency have determined that it is in the best interests of the Taxing Entity to provide certain financial assistance through the use of Tax Increment (as defined below) in connection with the development of the Project as set forth in the Project Area Plan; and

D. WHEREAS the Agency anticipates providing a portion of the tax increment (as defined in Utah Code Annotated ("**UCA**") § 17C-1-102(49) (hereinafter "**Tax Increment**"), created by the Project, to assist in the development and completion of the Project as provided in the Project Area Plan; and

E. WHEREAS UCA §17C-5-202(1) authorizes the Taxing Entity to consent to the payment to the Agency of a portion of the Taxing Entity's share of Tax Increment generated from the Project Area for the purposes set forth therein; and

F. WHEREAS UCA §11-13-215 further authorizes the Taxing Entity to share its tax and other revenues with the Agency; and

G. **WHEREAS** in order to facilitate development of the Project, the Taxing Entity desires to pay to the Agency a portion of the Taxing Entity's share of Tax Increment generated by the Project Area in accordance with the terms of this Agreement; and

H. **WHEREAS** the provisions of applicable Utah State law shall govern this Agreement, including the Act and the Interlocal Cooperation Act, Title 11 Chapter 13 of the UCA, as amended (the **"Cooperation Act").**

NOW, THEREFORE, in consideration of the mutual promises set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. **Taxing Entity's Consent.**

a. Pursuant to Section 17C-5-202(1)(a) of the Act and Section 11-13-215 of the Cooperation Act, the Taxing Entity hereby agrees and consents that the Agency shall be paid 100% for 8 years, 80% for 4 years and 60% for 3 years of the Taxing Entity's collected share or local option of the sales and use tax from the Project Area (the "**Taxing Entity's Share**") for twenty (15) years, starting no later than Q1 2029, inclusive not to exceed seven million, nine hundred twenty seven thousand, six hundred and seventy two dollars ($7,927,672.00). The Taxing Entity's Share shall be used for the purposes set forth in UCA §17C-5-202(1) as reflected herein and in the Project Area Plan and shall be disbursed as specified herein. The calculation of annual Tax Increment shall be made using the actual local option sale and use tax received by taxing entity from the project area. Per UCA §17C-5-307(2) if the project area generates more than $100,000 of annual funds to be distributed to the agency, the agency will remit the additional 10% of the annual tax increment for housing allocation to the developer per the development agreement for low to moderate income housing.

b. Notwithstanding the foregoing, if the Agency receives in less than fifteen (15) years Tax Increment from the Project Area sufficient to retire, pay, or otherwise satisfy all of the payment obligations of the Agency with regard to the Project, including but not limited to debt service on any bonds issued to finance Project costs or the maximum amount the Agency has agreed to contribute to (a) the cost of infrastructure and (b) the grading, the Agency will either (i) cease collecting the Taxing Entity's Share under this Agreement, or (ii) renegotiate this Agreement with the Taxing Entity to provide for the payment of the Taxing Entity's Share for the remainder of all or a portion of the originally contemplated 15-year term of this Agreement. It is the intent of the Parties that the payment and use of Tax Increment from the Project Area for eligible Project costs will not extend over a period longer than twenty (15) years.

2. **Authorized Uses of Tax Increment.** The Parties agree that the Agency may apply the Taxing Entity's Share to the payment of any of the components of the Project as described herein and contemplated in the Project Area Plan, including but not limited to the cost and maintenance of public infrastructure and other improvements located within the Project Area, incentives to developers or participants within the project area, administrative, overhead, legal, and other operating expenses of the Agency, and any other purposes deemed appropriate by the Agency, all as authorized by the Act..

3. **No Third-Party Beneficiary.** Nothing in this Agreement shall create or be read or interpreted to create any rights in or obligations in favor of any person or entity not a party to this Agreement. Except for the parties to this Agreement, no person or entity is an intended third-party

beneficiary under this Agreement.

4. **Due Diligence.** Each of the Parties acknowledges for itself that it has performed its own review, investigation, and due diligence regarding the relevant facts upon which this Agreement is based, including representations of the Agency concerning the Project and the Project's benefits to the community and to the Parties, and each Party relies upon its own understanding of the relevant law and facts, information, and representations, after having completed its own due diligence and investigation.

5. **Interlocal Cooperation Act.** In satisfaction of the requirements of the Cooperation Act in connection with this Agreement, the Parties agree as follows:

a. This Agreement shall be authorized and adopted by resolution of the legislative body of each Party pursuant to and in accordance with the provisions of Section 11-13-202.5 of the Cooperation Act;

b. This Agreement shall be reviewed as to proper form and compliance with applicable law by a duly authorized attorney on behalf of each Party pursuant to and in accordance with the Section 11-13-202.5(3) of the Cooperation Act;

c. A duly executed original counterpart of this Agreement shall be filed immediately with the keeper of records of each Party pursuant to Section 11-13-209 of the Cooperation Act;

d. The Chair of the Agency is hereby designated the administrator for all purposes of the Cooperation Act, pursuant to Section 11-13-207 of the Cooperation Act;

e. The term of this Agreement shall commence on the publication of the notice required by Section 17C-5-204(2) of the Act and shall continue through the date on which all of the Taxing Entity's Share has been paid to and disbursed by the Agency as provided herein or the Agency ceases to receive such Tax Increment pursuant to Section 1.b. hereof.

f. Following the execution of this Agreement by both Parties, each Party shall cause a notice regarding this Agreement to be published in accordance with Section 11-13-219 of the Cooperation Act and Section 17C-5-205(2) of the Act.

6. **Modification and Amendment.** Any modification of or amendment to any provision contained herein shall be effective only if the modification or amendment is in writing and signed by both Parties. Any oral representation or modification concerning this Agreement shall be of no force or effect.

7. **Further Assurance.** Each of the Parties hereto agrees to cooperate in good faith with the other, to execute and deliver such further documents, to adopt any resolutions, to take any other official action, and to perform such other acts as may be reasonably necessary or appropriate to consummate and carry into effect the transactions contemplated under this Agreement.

8. **Governing Law.** This Agreement shall be governed by, and construed and interpreted

in accordance with, the laws of the State of Utah.

9. **Interpretation.** The terms "include," "includes," "including" when used herein shall be deemed in each case to be followed by the words "without limitation."

10. **Severability.** If any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction or as a result of future legislative action, and if the rights or obligations of any Party hereto under this Agreement will not be materially and adversely affected thereby,

a. such holding or action shall be strictly construed;

b. such provision shall be fully severable;

c. this Agreement shall be construed and enforced as if such provision had never comprised a part hereof;

d. the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the invalid or unenforceable provision or by its severance from this Agreement; and

e. in lieu of such illegal, invalid, or unenforceable provision, the Parties hereto shall use commercially reasonable efforts to negotiate in good faith a substitute, legal, valid, and enforceable provision that most nearly effects the Parties' intent in entering into this Agreement.

11. **Authorization.** Each of the Parties hereto represents and warrants to the other that the warranting Party has taken all steps, including the publication of public notice where necessary, in order to authorize the execution, delivery, and performance of this Agreement by each such Party.

12. **Time of the Essence.** Time shall be of the essence of this Agreement.

13. **Incorporation of Recitals.** The recitals set forth above, "A" through "H," are hereby incorporated by reference as part of this Agreement.

14. **Time of the Essence.** Time shall be of the essence of this Agreement.

15. **Incorporation of Exhibits.** The exhibits to this Agreement are hereby incorporated by reference as part of this Agreement

16. **Counterparts**. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

ENTERED into as of the day and year first written above.

LEHI CITY REDEVELOPMENT AGENCY

By: _____
Name: Mark Johnson
Title: Chair, Redevelopment Agency

ATTEST:

By:_____
Name: Jason Walker
Title: Redevelopment Agency Administrator

Attorney Review for the Agency:
The undersigned, as counsel for the Lehi City Redevelopment Agency, has reviewed the foregoing Interlocal Agreement and finds it to be in proper form and in compliance with applicable state law.

_____
Attorney for the Lehi City Redevelopment Agency

[Signatures continue on next page.]

ADDITIONAL SIGNATURES TO INTERLOCAL AGREEMENT

LEHI CITY

By: _____
Name: Mark Johnson
Title: Mayor

ATTEST:

_____
Name: Teisha Wilson
Title: City Recorder

Attorney Review for the Taxing Entity:
The undersigned, as counsel for Lehi City, has reviewed the foregoing Interlocal Agreement and finds it to be in proper form and in compliance with applicable state law.

_____
Attorney for Lehi City

EXHIBIT A

Agenda Item No: 17

City Council Agenda Item Report

Meeting Date: March 18, 2025
Submitted By: Teisha WIlson
Submitting Department:
Item Type: Resolution
Agenda Section: Regular Agenda

Subject:
Consideration of Resolution #2025-16, appointing members to the Lehi City Parks, Arts, Recreation, and Cultural (PARC) Advisory Committee.

Suggested Action:

Attachments:

Res 2025-16.docx

LEHI CITY

RESOLUTION NO. 2025-16

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

WHEREAS, the Lehi City Municipal Code Title 3, Chapter 4 outlines the qualification for membership, terms and vacancies for The Parks, Arts, Recreation, and Cultural (PARC) Advisory Committee; and

WHEREAS, the terms for committee members Kori Gammon and Lindsey Gehman have expired; and

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

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

1. Appoint Megan Mullins as a committee member to the PARC Tax Advisory Committee. Ms. Mullins' term shall begin immediately and will expire December 31, 2027.

2. Re-Appoint Lindsey Gehman as a committee member to the PARC Tax Advisory Committee. Ms. Gehman's term shall begin immediately and will expire December 31, 2027.

3. The provisions of this resolution shall take effect immediately upon passage.

PASSED and APPROVED this 18th day of March, 2025

Lehi City Corporation

_____ _____

Mark Johnson, Mayor Teisha Wilson, City Recorder

Agenda Item No: 18

City Council Agenda Item Report

Meeting Date: March 18, 2025
Submitted By: Teisha WIlson
Submitting Department:
Item Type: Resolution
Agenda Section: Regular Agenda

Subject:
Consideration of Resolution #2025-13, adopting the Lehi City Privacy Space Compliance Plan to address state law requirements for privacy spaces.

Suggested Action:

Attachments:

Res 2025-13.docx

RESOLUTION NO: 2025-13

RESOLUTION ADOPTING LEHI CITY PRIVACY SPACE COMPLIANCE PLAN TO ADDRESS STATE LAW REQUIREMENTS FOR PRIVACY SPACES

WHEREAS, UTAH CODE ANN. §63G-31-301 states, students in public schools are prohibited from accessing sex designated privacy spaces (which includes sex-designated restrooms, locker rooms, shower rooms, and changing rooms) that do not correspond with the student s sex as defined in that statute;

WHEREAS, UTAH CODE ANN. §63G-31-302 states, individuals generally may only access sex designated changing rooms located in a government entity s facility that are open to the general public if: (a) the individual s sex corresponds with the sex designation of the changing room, or (b) the individual has legally amended their birth certificate and undergone a primary sex characteristic surgical procedure to correspond with the sex designation of the changing room; and

WHEREAS, UTAH CODE ANN. §63G-31-304 states, each government entity must adopt a privacy compliance plan (*Privacy Compliance Plan*) to address compliance with the government entity s duties under Chapter 31 of UTAH CODE ANN. Title 63G.

NOW THEREFORE, the following is the required Privacy Compliance Plan of the City of Lehi (the *City*):

LEHI CITY PRIVACY SPACE COMPLIANCE PLAN

Section 1. **City Staff Response**. The City hereby informs its employees to report any complaint they receive, or any incident they observe , alleging that an individual has engaged in one or more of the following criminal offenses in a *sex designated privacy space* in a *facility* located within the City, as those terms are defined in UTAH CODE ANN. §63G-31-101, to the Lehi Police Department (*LEPD*) through either the emergency or non-emergency dispatch services:

- Lewdness under UTAH CODE ANN. §76-9-702;
- Lewdness involving a child under UTAH CODE ANN. §76-9-702.5;
- Voyeurism under UTAH CODE ANN. §76-9-702.7;
- Loitering in a privacy space under UTAH CODE ANN. §76-9-702.8; and/or
- Criminal trespass in a changing room under UTAH CODE ANN. §63G-31-302(3).

Section 2. **Law Enforcement Response**. If LEPD receives a complaint or allegation that an individual has: (a) engaged in one of the criminal offenses listed in Section 1 while in a government entity facility located in the City, or (b) has otherwise violated Chapter 31 of UTAH CODE ANN. Title 63G while in a government entity facility located in the City, an appropriate call priority will be assigned and the complaint will be handled in accordance with LEPD s policies and procedures.

Section 3. **New Facility Construction**. As required by UTAH CODE ANN. §63G-31-304, the City will ensure that any City facilities constructed after May 1, 2024 include at least one single-occupant facility, as defined in UTAH CODE ANN. §63G-31-101.

Section 4. **Existing Facilities**. The City shall consider the feasibility of retrofitting or remodeling the facilities it owns or controls that include privacy spaces (as defined in UTAH CODE ANN. §63G-31-101) to include features to increase individual privacy, such as floor-to-ceiling walls and doors or similar privacy protections, curtains or other similar methods of improving individual privacy within the privacy spaces.

Section 5. **Unisex Facilities**. The City shall ensure sufficient sex-designated privacy spaces through compliance with UTAH CODE ANN. §§15A-3-112 and 15A-3-304 regarding unisex facilities (as defined in UTAH CODE ANN. §63G-31-101).

PASSED AND ADOPTED by the City Council of Lehi City, Utah this 18th day of March 2025

ATTEST:

_____ _____

MARK JOHNSON, Mayor TEISHA WILSON, City Recorder