



Lehi City Council Meeting Agenda December 2, 2025

4:00 PM - Lehi City Council Chambers (153 N. 100 E., Lehi, Utah)

1. Welcome and Opening Comment
2. PARC Tax Grant Recipient Presentations
 - 1) Just for Kids of Utah County, Inc.
 - 2) Wasatch Contemporary Dance Company
 - 3) Hutchings Museum
 - 4) Lehi Area Music Association
 - 5) Lehi City Arts Council
 - 6) Lehi Historical Society and Archives
 - 7) Thanksgiving Point Institute
 - 8) Wrap the World with Quilts, Inc.

[Final Report Award Summary.pdf](#)
3. Public Hearing to receive input from the public with respect to (i) the issuance of the Series 2025B Bonds and (ii) any potential economic impact that the project to be financed with the proceeds of the Series 2025B Bonds may have on the private sector.
4. Action Items
 - 4.1. Approve Purchase Orders

[PO 8219 Geneva Rock](#)
[PO 8222 UDOT](#)
 - 4.2. Consideration of Resolution #2025-85 approving an Agreement with Arsenal for sports field maintenance.

[Res 2025-85](#)
[Agreement-Arsenal Lease \(First Amendment3\)](#)
5. Discussion Items

5.1. Noise Control Ordinance Discussion

[CHAPTER_3_-_Noise_Control_11.17.25.pdf](#)

5.2. Forebay Conservation Easement Discussion

[Forebay presentation_Lehi City Council_12.16.2025.pdf](#)

[Forebay Conservation Easement_w Payson signature_11.18.2025.pdf](#)

6. Adjournment

- Public is invited to attend all City Council Work Session 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.

City Council Agenda Item Report

Meeting Date: December 2, 2025

Submitted By: Teisha Wilson

Submitting Department:

Item Type: Presentation

Agenda Section: PARC Tax Grant Recipient Presentations

Subject:

- 1) Just for Kids of Utah County, Inc.
- 2) Wasatch Contemporary Dance Company
- 3) Hutchings Museum
- 4) Lehi Area Music Association
- 5) Lehi City Arts Council
- 6) Lehi Historical Society and Archives
- 7) Thanksgiving Point Institute
- 8) Wrap the World with Quilts, Inc.

Suggested Action:

Attachments:

[Final Report Award Summary.pdf](#)

FY 2025 PARC GRANT AWARD SUMMARIES

Organization	Request	Organization or Facility Grant?	Description of Request	Awarded Amount
Harrington Center for the Arts	Chalk It Up 2024	Organization	Chalk It Up is Utah's largest chalk art festival held on the Adobe Lehi Campus to create an impactful two-day event that will bring together close to 150 amateur and professional chalk artists to transform the sidewalks into a captivating one-of-a-kind arts experience.	\$ 17,696
Harrington Center for the Arts	Chalk It Up 2025	Organization	Chalk It Up is Utah's largest chalk art festival held on the Adobe Lehi Campus to create an impactful two-day event that will bring together close to 150 amateur and professional chalk artists to transform the sidewalks into a captivating one-of-a-kind arts experience.	\$ 17,696
Hutchings Museum	Education and Event Outreach Coordinator	Organization	Pay wages for an Education/Event coordinator to create content for in-house activities, events, and field trips, and printing material for programs, and create outreach programs (present information to offsite locations, schools, homes, libraries etc.)	\$ 45,000
Hutchings Museum	Collection Storage and Security	Organization	Cover the cost of security and storage for artifacts and specimens that are not stored at the museum.	\$ 8,000
Hutchings Museum	Display Case Updates	Facility	Upgrade plated glass fronts of cases to clear acrylic for safety and better visibility of artifacts.	\$ 15,000
Just for Kids of Utah County, Inc.	The Curtis Center for Arts and Education Gymnasium Upgrades	Facility	Enhancement of The Curtis Center for Arts and Education artistic capabilities through stage backdrop projection, gymnasium acoustics, and sound projection.	\$ 92,993
Lehi Area Music Association	Lehi Silver Band Trailer	Organization	Acquire a trailer for storage and transport of its instruments and ancillary equipment.	\$ 9,000
Lehi Area Music Association	Lehi Silver Band Performance and Rehearsal Space	Organization	Provide funding for rental of larger rehearsal and performance space than the band currently has.	\$ 2,700
Lehi City Arts Council	Show Royalties and Set Building	Organization	Purchase the show rights and set building for 10 different shows to continue to provide quality shows for the community to enjoy.	\$ 32,824

Organization	Request	Organization or Facility Grant?	Description of Request	Awarded Amount
Lehi City Arts Council	New Computers for Graphic Arts Classes	Organization	Purchase new computers for our graphic arts class students to use to learn how to do graphic arts.	\$ 5,097
Lehi City Arts Council	New Light Board for the Theater	Organization	Purchase a new lightboard to replace the old lightboard that is no longer supported and cannot receive updates.	\$ 7,088
Lehi City Arts Council	New Work and House Lights for the Theater	Facility	Put in new work and house lights to light the whole stage to allow for people to find seats for shows and to use while building sets and conducting rehearsals.	\$ 7,189
Lehi City Arts Council	Electrical Work for New Work Lights and House Lights	Facility	Install the work and house lights by a licensed electrician. An electrician will be needed to come and install the lights, new breakers, conduit, and remove the old house lights.	\$ 9,541
Lehi Historical Society and Archives	Subscription Fee for Collections Management System	Organization	Pay for vendor-hosted collections management system subscription fee used to digitally assign titles, subjects, addresses, names, descriptions, dates, images, and locations to every item and collection.	\$ 5,418
Lehi Historical Society and Archives	New Website to Feature the Lehi Historical Marker Program, Online Library, and Lehi Heritage Day	Organization	Creation of a new website to highlight the new PARC-funded Lehi Historical Marker Program, the Lehi Historical Society's online library, and our city-sponsored Lehi Heritage Day.	\$ 8,960
Lehi Historical Society and Archives	Part-time Administrative Assistant	Organization	Hire a part-time administrative assistant to ensure that two people are trained to run, understand the process of, and work with the volunteers of the Historical Society.	\$ 18,000
Thanksgiving Point Institute	Thanksgiving Point: Jurassic Hall Exhibit Barriers	Organization	Install barriers to protect the exhibits on display at the Mountain American Museum of Ancient life (MAMAL).	\$ 200,000

Organization	Request	Organization or Facility Grant?	Description of Request	Awarded Amount
Wasatch Contemporary Dance Company	"In the Round" Contemporary Dance Performance at Unique Venue	Organization	Create a professional contemporary dance performance with audience seated on all sides of the performers, bringing patrons a fully 3-dimensional art experience.	\$ 8,000
Wrap the World with Quilts, Inc.	Lehi Heritage Day Quilting Workshop	Organization	Host a service project for Lehi Heritage Day in September 2024, in which the Lehi community can come together and create fleece blankets for refugees and those in need.	\$ 4,679
Wrap the World with Quilts, Inc.	Community Workspace Expansion	Organization	Add an additional 361 square feet of workshop space at the current headquarters, which will be utilized for community outreach and gathering, sewing days, classes, and presentations.	\$ 12,150
Wrap the World with Quilts, Inc.	Add Sewing Center to Expansion Space	Organization	Increase the sewing space and opportunity for volunteers to complete quilts, attend classes, and provide therapy for refugees within the community.	\$ 4,913
Wrap the World with Quilts, Inc.	Monthly Operating Expenses for One Year	Organization	Fund one year of operating expenses to assist with keeping the office and workshop operating, and for supplies to continue to make quilts, process quilt donations, and ship to those in need.	\$ 18,056
TOTAL				\$ 550,000

City Council Agenda Item Report

Meeting Date: December 2, 2025

Submitted By: Teisha Wilson

Submitting Department:

Item Type: Action Item

Agenda Section: Action Items

Subject:

Approve Purchase Orders

Suggested Action:

Attachments:

[PO 8219 Geneva Rock](#)

[PO 8222 UDOT](#)

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

8219

THIS ORDER
NUMBER MUST
APPEAR ON YOUR
INVOICE

ISSUED TO: 1664
GENEVA ROCK PRODUCTS INC
PO BOX 428

OREM UT 84059

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

PURCHASE ORDER DATE: 11/17/2025

DEPARTMENT: PW - WATER

QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL	GL ACCOUNT
1.00	Remove existing storm drain infrastructure and install new. Details on attached proposal.	199,513.00	199,513.00	57-50-16-004

TOTAL

199,513.00

COMMENTS/NOTES

This is for the 1100 W. 1200 S. storm drain piping project. The attached price quote from Geneva Rock is from the 2025 Roads Project base contract with Lehi City. This contract allows us to award the work to Geneva Rock without any additional bids.

FINAL ELECTRONIC APPROVAL BY: _____

DATED _____

*** This purchase order has been electronically approved through the City's automated workflow. All approval actions are recorded and available upon request. ***



GENEVA ROCK PRODUCTS, INC.

READY MIX CONCRETE • SAND & GRAVEL • ASPHALT & CONCRETE PAVING • CONSTRUCTION
PO Box 571618, Salt Lake City, UT 84157
(801) 281-7900

Proposal Date: 11/10/2025

Proposal / Agreement

Submitted to: Lehi City
(purchaser)

Project Name: 1100 West Storm Drain

Location:
1100 W Lehi, UT

Estimate Number: P25JH058

Estimated Start: Fall/Winter 2025

Project #:

Contact:

Phone:

Geneva Rock Products, Inc. ("Geneva Rock") hereby agrees to perform the work described below. This Contract Proposal/Agreement does not include design services. Design services, if desired, shall be contracted for and paid for by the Purchaser prior to entering into this Contract Proposal/Agreement.

Item	Description	Est Quantity	Unit	Unit Price	Amount
101	Mobilization	1	LS	\$ 13,000.00	\$ 13,000.00
102	Remove Existing SD Pipe	395	LF	\$ 19.00	\$ 7,505.00
103	Remove Existing SD Culvert/End Section	2	EA	\$ 400.00	\$ 800.00
104	Install 36" RCP	568	LF	\$ 188.00	\$ 106,784.00
105	Install 6' SD Manhole	2	EA	\$ 11,000.00	\$ 22,000.00
106	Grade Ditch/Shoulder	5,680	SF	\$ 0.55	\$ 3,124.00
107	SWPPP Compliance	1	LS	\$ 1,000.00	\$ 1,000.00
18	Trench Backfill/Pipe Bedding	1,225	TON	\$ 28.00	\$ 34,300.00
68	TC -2 Flaggers	100	HR	\$ 80.00	\$ 8,000.00
70	TC Signs and Devices	375	DDAY	\$ 8.00	\$ 3,000.00

Pricing Good for 30 Days

Total \$ 199,513.00

☒ Unit Price (actual quantities to be measured and invoiced)

☐ Lump Sum

NOTE: Excludes survey, sawcutting, permits, fees, striping, sterilant, fabric, utility adjustments/risers/collars, soft spot repair, prime coat. Significant changes in quantity may be subject to price change.

Release: Geneva Rock may, at its sole discretion, require a warranty release for all paving projects that will be done after October 15th, prior to April 15, or during cold/wet weather.

Asphalt Oil Surcharge: All asphalt quotes are subject to a surcharge which is based on the FOB price/availability of liquid asphalt oil on the date of proposal vs. the price/availability of the liquid asphalt oil on the date asphalt is placed. The benchmark for price/availability from the date of proposal can be provided upon request. See surcharge schedule below:

Asphalt Oil Surcharge Opt Out If quote is signed within 30 days of bid date, Geneva Rock guarantees this price for the estimated construction season. If not, project is subject to rebid.

Price: \$ 199,513.00 Price may be subject to change or rebid if Contract Proposal/Agreement is not accepted within 30 calendar days of the Proposal Date.

Payment Terms: Purchaser shall pay GENEVA ROCK according to GENEVA ROCK's Credit Application and Conditions of Material Sales and Contract Services with Purchaser, including payment of accrued finance charges.

Proposal Date: 11/10/2025

Prepared By: Jarrett Hale

Acceptance: For valuable consideration, the legal sufficiency of which is hereby acknowledged, this Proposal is accepted and is a binding contract (the "Contract Proposal/Agreement"). Geneva Rock is authorized to perform the work described herein. Scheduling and construction of this work will not occur until a signed copy of this Contract Proposal/Agreement is received and upon credit approval. All terms and conditions of the signed GENEVA ROCK Credit Application and Conditions of Materials Sales and Contract Services along with any and all associated guarantees, including personal guarantees, shall apply to this Contract Proposal/Agreement and are fully incorporated herein. Purchaser acknowledges receipt of the Terms and Conditions on the reverse or following page of this document, all of which are incorporated herein and made a part hereof.

Purchaser:

Signature:

Acceptance Date:

Printed Name:

Title:



TERMS AND CONDITIONS

1. Purchaser represents to be the record owner or authorized agent of the record owner of the real property that shall be improved pursuant to this Contract Proposal/Agreement (the "Property") with authority to enter into contractual agreements and to grant GENEVA ROCK authority to perform the work identified herein. The Purchaser agrees that all materials in this Contract Proposal/Agreement will be used in the improvement of the Property. Purchaser shall not use this document to acquire financing.
2. This Contract Proposal/Agreement shall only be modified by written change order signed by GENEVA ROCK and Purchaser. Oral requests for change shall not be binding on GENEVA ROCK unless reduced to writing by change order.
3. Purchaser shall assume full responsibility for the accuracy of all lines, levels, quantities, locations and measurements and their relation to the work to be performed by GENEVA ROCK. No representation or warranty, express or implied, is made as to the quantities, sizes, grades, specifications, or other matters relating to the needs of the Project. In all cases where dimensions are governed by conditions, already established or otherwise, the responsibility for coordination of such conditions as it relates to GENEVA ROCK's work shall rest entirely on the Purchaser. It is the Purchaser's sole responsibility to compare the items on this Contract Proposal/Agreement with plans and specifications for accuracy and completeness. Any variations or modifications from specified lines, grades or dimensions required shall be the responsibility of the Purchaser and subject to a change order should additional work be required of GENEVA ROCK.
4. In the event the record owner of the Property sells, mortgages, or otherwise transfers or encumbers the Property, the total amount herein provided shall become immediately due and payable as to any and all amounts then unpaid.
5. In the event of defective work, GENEVA ROCK's sole and exclusive liability shall be to repair or replace defective work at its discretion. In no event shall GENEVA ROCK be liable for special, incidental, or consequential damages, including but not limited to, loss of good will, loss of profits, or loss of use.
6. In the event that material costs (other than asphalt which shall be subject to the surcharge discussed above) on which this Contract Proposal/Agreement is based rise in excess of **three percent (3%)** during the course of the work, Purchaser agrees that these increased costs, in their entirety, shall be billed to Purchaser as an automatic adjustment to the Contract Proposal/Agreement.
7. To the extent that the contracted price is based on a specific unit or square foot price, Purchaser agrees that the number of units or square feet indicated is an approximation, and that GENEVA ROCK shall be paid in full for the actual units or square feet completed as determined by field measurement by GENEVA ROCK. GENEVA ROCK requires 24 hours to verify readiness of work site prior to start of work. If 24 hours is not allowed, GENEVA ROCK reserves the right to convert pricing based on area to pricing based on tons; material overruns to be paid by Purchaser.
8. GENEVA ROCK shall not be liable for failure of performance or failure of delay in delivery by reason of any event beyond the control of GENEVA ROCK, including, but not limited to, strikes; labor disputes; fire; flood; weather; embargo; war or other hostilities; government authority or regulation; acts of God; shortage of material or fuel; as a result of actions of Purchaser, record owner, or any other person; or as a result of the extension of time granted by Purchaser. Upon the occurrence of such delay, GENEVA ROCK shall receive an equitable extension of time for the completion of the Contract Proposal/Agreement. GENEVA ROCK shall not be entitled to any damages or compensation as a result of said delay except to the extent that said delay was caused by the Purchaser, record owner, or persons employed by the Purchaser or record owner.
9. GENEVA ROCK assumes no risk of non-disclosed or unforeseen conditions of the Property, including, but not limited to, hazardous substances (as defined by applicable law). In the event that hazardous substances are present on the Property (other than hazardous substances introduced by GENEVA ROCK), Purchaser agrees to indemnify GENEVA ROCK and its officers, directors, employees, agents, representatives, and subcontractors from and against any and all losses, claims, damages, fines, penalties, liabilities, injuries, costs and expenses (including all attorney fees and costs incurred in any civil, criminal, or administrative proceeding) arising from such hazardous substances, including, but not limited to, the presence or use, generation, storage, treatment, containment, release, threatened release, disposal of, exposure, or threatened exposure.
10. Unless otherwise noted, all federal, state, and other taxes of any nature related to this Contract Proposal/Agreement shall be borne by Purchaser.
11. GENEVA ROCK warrants that all materials covered by this Contract Proposal/Agreement shall conform to industry standards. No implied warranties of fitness or merchantability are given and are expressly disclaimed by GENEVA ROCK.
12. This Contract Proposal/Agreement combined with the Credit Application and Conditions of Material Sales and Contract Services comprise the total agreement and supersede all negotiations, representations, prior discussions, and preliminary agreements between the Parties hereto, whether oral or written. This Contract Proposal/Agreement shall be construed and interpreted as if drafted equally by all Parties hereto.
13. This Contract Proposal/Agreement shall be governed by the laws of the State of Utah, without regard to its choice of law provisions. Purchaser agrees that any legal action brought hereunder may be brought in Salt Lake County, Utah or Utah County, Utah at the sole option of GENEVA ROCK.



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

8222

THIS ORDER
NUMBER MUST
APPEAR ON YOUR
INVOICE

ISSUED TO: 4598
UTAH DEPT OF TRANSPORTATION
ATTN: COMPTR/CASHIER
PO BOX 141510
SALT LAKE CITY UT 84114-1510

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

PURCHASE ORDER DATE: 11/20/2025

DEPARTMENT: ENGINEERING

QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL	GL ACCOUNT
1.00	Please change Department to Engineering State Bid items for Traffic signal (ITS Infrastructure) at intersection of 700 South / 2300	6,267.00	6,267.00	49-70-70-173
1.00	Please Change Department to Engineering. State Bid items for Traffic Signal (Mast Arms and Poles, Luminaires, Cabinets & Hardwa	132,315.98	132,315.98	49-70-70-173

TOTAL

138,582.98

COMMENTS/NOTES

State Bid items for Traffic signal at intersection of 700 South / 2300 West

FINAL ELECTRONIC APPROVAL BY: _____

DATED _____

*** This purchase order has been electronically approved through the City's automated workflow. All approval actions are recorded and available upon request. ***

State Furnished Materials - ITS

HIDE ROWS

UN-HIDE ROWS

[** CLICK HERE for Catalog of all ITS State Furnished Materials](#)

Project & Accounting Information		UDOT Contacts		Pickup	
PIN #:		R.E.:	<name>	Pickup:	PineTop (mwright)
Date:	20-Nov-25	Phone:		Phone:	
Project #:		Email:		Email:	
Project Name:	Lehi City	UDOT P.M.:	<name>	Notification	
Signal Location:	New Signal / 2300w-700s, Lehi	Phone:		Notify:	PineTop (mwright)
Unit (Org):		Email:		Email:	
Approp:		ITS P.M.:	<name>	Notify:	<name>
Object Code:		Phone:		Email:	
Activity:		Email:		Notify:	<name>
Function:		Special Orders		Email:	
Program # (CID):		☐	Powder Coat Finish Poles (check the box)		
Phase:		Color:			
		☐	Order Contains Non-Stock Items	Drop Shipment Notification	
		☒	Order Exceeds "Reorder Threshold" of Item(s)	1st Contact:	<name>
		Drop Ship Poles / Address (100 day Lead Time)		Phone:	
		Name:		2nd Contact:	<name>
		Street:		Phone:	
		City / State / Zip:		Email:	
SPECIAL NOTES					ORDER TOTAL:
					\$6,267.00

SUBMIT ITS ORDERS TO THE ITS PROJECT MANAGER AND TOCORDERING@UTAH.GOV

ORDER INSTRUCTIONS:

Version 6.24.25

- Pricing shown on forms is from the current State Contract. Actual FINET pricing will be an average cost based on when the stock was ordered and the price at that time.
- Quantities for rows highlighted in **LIGHT BLUE** or **LIGHT ORANGE** in the order form are populated automatically. If desired, these auto-calculated quantities may be over-written by the user.
- Notification of the order being ready will be sent via Email to the Notification & Pickup person(s) indicated above, and will reference the SRQ, PIN, and Project Name as shown above.
- **Pickup Person is required to schedule pickup within 14 days of order fulfillment notification. If not done, the items will be returned to warehouse stock.
- Commodity codes are only required for items actually being stocked in the warehouse. Contact Tracie Montano to arrange for new commodity codes.
- For any order which exceeds the "Reorder Threshold" value for an item, the user will be required to order that item directly from the vendor.
- Non-stock materials should be ordered through the Project Manager.
- Most current version of the form must be used, or it will be returned as pricing and items are changed/updated often.

Broadband Wireless Radios	Category	Comm. Code	Description	Order Form Notes	Vendor Model #	Unit	Order Qty	Unit Price	Amount	Vendor Lead Time	Vendor	Contract
	Communication & C	55081000670	FortiSwitch (8 port / 60w POE / LC fiber)		FSR-112D-POE-BUN	EA	1	\$1,685	\$1,685.00	Determined by vendor	CVE Technologies Group	MA4563
	Broadband Wireles	28030000426	Polyphaser Transtector (RJ45 Surge Protector)		1101-994	EA	2	\$186	\$372.00	Determined by vendor	Anixter/Wesco	AR364
	Broadband Wireles	55081000645	Cambium - PTP 670 Int END w/ACDC est.	Includes 2" Pole Mount	VC0000164107	EA	2	\$2,105	\$4,210.00	Determined by vendor	Discountcell Llc	PD180
	Broadband Wireles	55088370306	Complete Astro-Brac Galaxy Assembly, 1-Way, Cable Mount, 3-Section	To be ordred when mounting Cambium Radio on poles larger than 2"	AG-0125-3-96-PNC	EA	2	\$196	\$0.00	30-45 days	AM Signal	MA4561

State Furnished Materials - **SIGNALS**

HIDE ROWS

UN-HIDE ROWS

[** CLICK HERE for Catalog of all Signal State Furnished Materials](#)

Project & Accounting Information		UDOT Contacts		Pickup	
PIN #:		R.E.:	<name>	Pickup:	PineTop (mwright)
Date:	20-Nov-25	Phone:		Phone:	
Project #:		Email:		Email:	
Project Name:	Lehi City	UDOT P.M.:	<name>	Notification	
Signal Location:	New Signal / 2300w-700s, Lehi	Phone:			
Unit (Org):		Email:		Notify:	PineTop (mwright)
Approp:		Signal Eng.:	<name>	Email:	
Object Code:		Phone:		Notify:	<name>
Activity:		Email:		Email:	
Function:		Special Orders		Notify:	<name>
Program # (CID):				o	Powder Coat Finish Poles (check the box)
Phase:		Color:		Drop Shipment Notification	
		o	Order Contains Non-Stock Items		
		o	Order Exceeds "Reorder Threshold" of Item(s)		
		Drop Ship Poles / Address (100 day Lead Time)			
		Name:		1st Contact:	<name>
		Street:		Phone:	
		City / State / Zip:		Email:	
				2nd Contact:	<name>
				Phone:	
				Email:	
SPECIAL NOTES				ORDER TOTAL:	
				\$132,315.98	

SUBMIT SIGNAL ORDERS TO THE REGION SIGNAL ENGINEER AND TO sfmaterials@utah.gov

ORDER INSTRUCTIONS:

Version 6.24.25

- Pricing shown on forms is from the current State Contract. Actual FINET pricing will be an average cost based on when the stock was ordered and the price at that time.
- Quantities for rows highlighted in **LIGHT BLUE** or **LIGHT ORANGE** in the order form are populated automatically. If desired, these auto-calculated quantities may be over-written by the user.
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- Non-stock materials should be ordered through the Project Manager.
- Most current version of the form must be used, or it will be returned as pricing and items are changed/updated often.

	Comm. Code	Description	Order Form Notes	Vendor Model #	Unit	Order Qty	Unit Price	Amount	Vendor Lead Time	Vendor	Contract
Traffic Signal Steel	55085000401	Type A Mast Arm Signal Pole (30' to 55')		--	EA	3	\$6,947	\$20,841.00	100 days	Valmont	MA4560
	55085000414	45' Curved Mast Arm	For Type A or Type DC Mast Arm Signal Poles only	--	EA	2	\$4,556	\$9,112.00	100 days	Valmont	MA4560
	5508500411H	Hardware Kit, 30'/45' Curved Mast Arms	Also fits on the field-cut 25' mast arm	--	EA	2	\$25	\$50.00	100 days	Valmont	MA4560
	55085000416	55' Curved Mast Arm End Section	For Type A Mast Arm Signal Poles only	--	EA	1	\$4,350	\$4,350.00	100 days	Valmont	MA4560
	55085000417	50'/55' Curved Mast Arm Base Section		--	EA	1	\$4,733	\$4,733.00	100 days	Valmont	MA4560
	5508500417H	Hardware Kit, 55' Curved Mast Arm		--	EA	1	\$41	\$41.00	100 days	Valmont	MA4560
	55085000404	Type B Mast Arm Signal Pole (60' to 75')		--	EA	1	\$9,277	\$9,277.00	100 days	Valmont	MA4560
	55085000418	60' Straight Mast Arm End Section	For Type B Mast Arm Signal Poles only	--	EA	1	\$2,555	\$2,555.00	100 days	Valmont	MA4560
	55085000420	60'/65' Straight Mast Arm Base Section		--	EA	1	\$6,181	\$6,181.00	100 days	Valmont	MA4560
	5508500420H	Hardware Kit, 60'/65' Straight Mast Arms		--	EA	1	\$30	\$30.00	100 days	Valmont	MA4560
	5508500408H	Hardware Kit, Type A or Type B Pole Cap	Needed only if no luminaire extension is used	--	EA	1	\$41	\$41.00	100 days	Valmont	MA4560
	5508500401H	Hardware Kit (HH Covers), Type A, B, C, DC, or DS Poles	2 kits required for Dual-Arm Poles	--	EA	4	\$233	\$932.00	100 days	Valmont	MA4560
	55085000485	Vibration Mitigator	Required for all 45 ft or longer mast arms	J276848	EA	4	\$1,400	\$5,600.00	100 days	Valmont	MA4560
	55085000445	11' Traffic/Pedestrian Signal Pole		--	EA	1	\$415	\$415.00	100 days	Valmont	MA4560
	55085000456	Breakaway Base, Traffic/Pedestrian Signal Pole		--	EA	1	\$305	\$305.00	100 days	Valmont	MA4560
	5508500445H	Hardware Kit, Traffic/Pedestrian Signal Pole		--	EA	1	\$126	\$126.00	100 days	Valmont	MA4560
Street Lighting	55085000476	40' Luminaire Extension / Type A/DC Mast Pole (17'-6")	Achieves 40' luminaire height on Type A/DC Mast Arm Signal Poles	--	EA	2	\$1,981	\$3,962.00	100 days	Valmont	MA4560
	55085000475	40' Luminaire Extension / Type B/C/DS Mast Pole (12'-6")	Achieves 40' luminaire height on Type B/C/DS Mast Arm Signal Poles	--	EA	1	\$2,012	\$2,012.00	100 days	Valmont	MA4560
	5508500472H	Hardware Kit, Signal Pole Luminaire Extension	Hardware to connect the Luminaire Extension to the signal pole and hardware to attach a Luminaire Arm to the Luminaire Extension.	--	EA	3	\$19	\$57.00	100 days	Valmont	MA4560
	55085000466	15' Luminaire Arm		--	EA	1	\$714	\$714.00	100 days	Valmont	MA4560
	28576394506	LED Luminaire B, Type III, MV, PC	Equivalent to 120/240V, 400 W HPS	ERL1015C540E GRAYGILX	EA	3	\$190	\$570.00	4 weeks	Mountain States Lighting	229579
Anchor Bolts & Handhole Covers	55085000378	1" Diameter x 36" Anchor Bolt w/ Hardware	Need 4 per each Highway Luminaire Pole and Ped Pole	--	EA	4	\$41	\$164.00		Portland Bolt	MA4561
	55085000379	2" Diameter x 66" Anchor Bolt w/ Hardware	Need 4 per each Type A, Type B, Type DC, and Type DS Mast Arm Signal Pole. Need 6 per each Type C Mast Arm Signal Pole.	--	EA	16	\$320	\$5,120.00		Portland Bolt	MA4561
Cabinets & Controllers	55081000444	Econolite Cobalt Controller / Type-1 NEMA, B&W, No Touch		COB1010011	EA	1	\$2,050	\$2,050.00	6 weeks	Econolite	MA4639
	55081000609	MMU-2 / EDI (Gades)	MMU is purchased separately from the cabinet assembly. Select as directed by Region Signal Engineer	MMU2-16LEip	EA	1	\$1,070	\$1,070.00	6 weeks	Gades Sales	229520
	55081000488	Econolite Cabinet Assembly, TS-2 Size 6	Does not include MMU or Controller. Includes power supply. Buy 5 or more to see 3% discount.	--	EA	1	\$9,950	\$9,950.00	75-90 days	Econolite	229522
Option	55082000015	Advance Sensor / Extended Range		SS-200E	EA	2	\$5,397	\$10,794.24	8 weeks	Summit	MA4496
	55082000080	Sensor Mount		SS-611	EA	2	\$236	\$471.94	8 weeks	Summit	MA4496
	55082000043	100' Radar Cable w/ Connector		SS-704-100	EA	2	\$426	\$851.80	8 weeks	Summit	MA4496

Radar Detection	55082000050	Buried Service Splicing Kit	Ura Seal Epoxy Canister. No contract; bid was empty.	CK-200-BSV	EA	2	\$14	\$28.00		Wesco	No Contract (\$1k-\$5k-\$50k Rule)
	55082000190	Lidar Detector	Includes Mounting Bracket, POE Splitter, & Splitter Bracket. Order two per intersection. Preferred usage is at high speed intersections, use Advance Sensors when needed. If used at a SPUI, contact region signal engineer for guidance.	--	EA	2	\$6,480	\$12,960.00	5 weeks	Econolite	MA4766
LIDAR Detection	55082000195	Detection Edge Processor	Includes Gemini Catalyst GPU & SDLC	--	EA	1	\$5,500	\$5,500.00		Econolite	MA4766
	55088380602	LED Module - Red Ball / 15Yr Warranty		DR6-RCFB-ELA	EA	8	\$45	\$360.00	30-45 days	Gades Sales	MA4623
Signal Heads & LEDs	55088380604	LED Module - Yellow Ball / 15Yr Warranty		DR6-YCFB-ELA	EA	8	\$45	\$360.00	30-45 days	Gades Sales	MA4623
	55088380606	LED Module - Green Ball / 15Yr Warranty		DR6-GCFB-ELA	EA	8	\$45	\$360.00	30-45 days	Gades Sales	MA4623
	55088380608	LED Module - Red Arrow / 15Yr Warranty		DR6-RCAAN-ELA	EA	2	\$51	\$102.00	30-45 days	Gades Sales	MA4623
	55088380610	LED Module - Yellow Arrow / 15Yr Warranty		DR6-YCAAN-ELA	EA	4	\$51	\$204.00	30-45 days	Gades Sales	MA4623
	55088380612	LED Module - Green Arrow / 15Yr Warranty		DR6-GCAAN-ELA	EA	2	\$51	\$102.00	30-45 days	Gades Sales	MA4623
	55088370411	Polymer Signal Head / 3-Section	Signal Head includes: Housing, Ball-Cap Visors, Backplate (with retroreflective tape).	M56681 w/Tape	EA	8	\$330	\$2,640.00	30-45 days	AM Signal	219538
Pedestrian Pushbuttons	55088370415	Polymer Signal Head / 4-Section	Order LED Modules and Mounts separately. Signal Head includes: Housing, Ball-Cap Visors, Backplate (with retroreflective tape).	M56682 w/Tape	EA	2	\$488	\$976.00	30-45 days	AM Signal	219538
	55088370306	Complete Astro-Brac Galaxy Assembly, 1-Way, Cable Mount, 3-Section	Order LED Modules and Mounts separately. 1-Section, 3-Section, PHB/HAWK. 46" long gusseted tube.	AG-0125-3-96-PNC	EA	8	\$196	\$1,568.00	30-45 days	AM Signal	MA4561
	55088370308	Complete Astro-Brac Galaxy Assembly, 1-Way, Cable Mount, 4-Section	4-Section, 5-Section (Doghouse), Dual-Red. 58" long gusseted tube.	AG-0125-4-96-PNC	EA	2	\$204	\$408.00	30-45 days	AM Signal	MA4561
	55080580385	iDetect APS Push Button 9x12 Wave Sign Anti Graffiti, No Braille, No Cust Voice, Black.	Power from Cabinet. Updated Units / Includes I-Detect Ped Sensing (No Button Touch Required)	iDS29XN0-B	EA	4	\$481	\$1,925.00	6 weeks	Advanced Traffic Products	249536
	55080580386	iNavigator / 2-Wire Audible Ped Controller	Use 1 per Intersection for all 2-Wire Buttons	iCCU-S2 CABLE-C iN2-ICB iN2-SDLC-CABLE	EA	1	\$2,447	\$2,447.00	6 weeks	Advanced Traffic Products	249536
								\$132,315.98			

City Council Agenda Item Report

Meeting Date: December 2, 2025

Submitted By: Teisha Wilson

Submitting Department:

Item Type: Resolution

Agenda Section: Action Items

Subject:

Consideration of Resolution #2025-85 approving an Agreement with Arsenal for sports field maintenance.

Suggested Action:

Attachments:

[Res 2025-85](#)

[Agreement-Arsenal Lease \(First Amendment3\)](#)



RESOLUTION NO. 2025-

**A RESOLUTION OF THE LEHI CITY COUNCIL APPROVING A FIRST AMENDMENT TO THE
LEASE AGREEMENT BETWEEN LEHI CITY AND UTAH ARSENAL FUTBOL CLUB
("ARSENAL")**

WHEREAS, on or about December 18, 2019, Lehi City and Arsenal signed a Lease Agreement ("Lease") for a certain parcel of real property located in Lehi, Utah;

WHEREAS, the parties desire to amend the Lease Agreement to clarify specific terms and conditions and add new terms and conditions;

WHEREAS, on December 2nd, 2025, the City Council held a duly noticed public meeting to ascertain the facts regarding this matter, which facts and comments are found in the meeting record; and

WHEREAS, after considering the facts and comments presented to the City Council, the Council finds: (i) that it should approve the First Amendment to the Lease Agreement with Arsenal; and (ii) such action furthers the health, safety and welfare of the citizens of Lehi.

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

1. The First Amendment to the Lease Agreement attached hereto as Exhibit "A" is hereby approved and the Mayor is authorized to execute the agreement and take all other such action as is necessary to make it effective.
2. This resolution shall take effect immediately.

Approved and Adopted by the City Council of Lehi City, Utah this 2nd day of December, 2025.

LEHI CITY

ATTEST

Mark Johnson, Mayor

Teisha Wilson, City Recorder

Exhibit "A"

FIRST AMENDMENT TO LEASE AGREEMENT

This First Amendment to Lease Agreement (hereinafter "First Amendment") is entered into by and between Lehi City Corporation, a Utah municipal corporation (hereinafter "Owner"), and Utah Arsenal Futbol Club, a Utah nonprofit corporation (hereinafter "Tenant"). This First Amendment shall be binding and effective as of the date the last of the two parties signs the First Amendment (hereinafter "Effective Date").

RECITALS

WHEREAS, Owner and Tenant signed a Lease Agreement ("Lease") effective on December 18, 2019, for a certain parcel of real property located in Lehi, Utah ("Property"); and

WHEREAS, the parties desire to amend the Lease Agreement to clarify some terms and conditions and add new ones; and

NOW THEREFORE, in consideration of the promises, covenants, and conditions herein contained, and in further consideration of the execution of this First Amendment and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Owner and Tenant agree as follows:

AGREEMENT

The Lease Agreement shall be amended as follows:

Section 2 shall be amended to extend the term to October 18, 2033, and eliminate the sentence "The parties will negotiate a possible subsequent term after the seventh year of the Agreement and before the eighth year commences."

Section 3(a)(vi) shall be added requiring that Tenant shall mow, trim, and edge the Property weekly, at a minimum, from March 15th to October 15th during the duration of the Agreement and any renewals.

Section 3(a)(vii) shall be added requiring Tenant to complete construction of a maintenance building within 12 months of the Effective Date of this First Amendment. The location of the building will be mutually agreed upon by the Parties within 90 days of the Effective Date of this First Amendment.

Section 3(a)(viii) shall be added requiring Tenant to, until construction of the maintenance building specified in Section 3(a)(vii) is complete, store all maintenance equipment inside a structure designed to hold the equipment and park the structure in the asphalted parking lot.

WHEREFORE, Owner and Tenant voluntarily enter into this First Amendment to the Lease Agreement, as evidenced by affixing their respective signatures below:

Owner:

Tenant:

Lehi City Corporation

By:

Its: Mayor

Utah Arsenal Futbol Club

By:

Its:

Dated: _____

Dated: _____

Attest:

City Recorder

Dated: _____

City Council Agenda Item Report

Meeting Date: December 2, 2025

Submitted By: Teisha Wilson

Submitting Department:

Item Type: Discussion

Agenda Section: Discussion Items

Subject:

Noise Control Ordinance Discussion

Suggested Action:

Attachments:

[CHAPTER_3_-_Noise_Control_11.17.25.pdf](#)

CHAPTER 3 NOISE CONTROL

SECTION:

5-3-1: Findings

5-3-2: Intent

5-3-3: Definitions

5-3-4: Limitation Of Peak Intensity Of Sound

5-3-5: Measurement Of Noise Intensity; Placement Of Microphone

5-3-6: Noise Limits; Exceeding Constitutes Violation

5-3-7: Exemptions

5-3-8: Violation; Penalty

5-3-1: FINDINGS:

The city council finds after extensive investigation and receiving of information from the public and from experts in the field, that the creation of noise within the city is a danger to the general health, safety, welfare and well being of the citizens. Such noises generally may be classified under one of three (3) headings hereafter, beginning with the least offensive and proceeding to those which are the most harmful and offensive:

A. Sounds Of Commerce And Industry: In this category are those noises necessarily made by commercial vehicles in process of transporting persons or goods, necessary noises of construction or demolition and other sounds necessarily connected with the carrying on of modern business life. Enforcement agencies of the city are specifically authorized to work with the producers of this type of noise to either eliminate, modify and/or muffle such sounds in a way that will allow progress to continue while minimizing the disturbing effects of the noise. Creation of such noises, when they reach such a state that they become harmful or disturbing, are declared to be a public nuisance and shall be abated. Continued refusal to modify excessive noise is declared to be a class **B-C** misdemeanor, subject to penalty as provided in section 1-4-1 of this code.

B. Public Disturbance Noises:

1. In this category are those noises which because of their intensity, the decibel level, the constancy of the noise or proximity to residences, businesses and generally inhabited

areas, create a disturbance to human life and efficiency. Included in this category and typical thereof, though not exclusive of others not so listed, would be the following:

- a. Inadequately or defectively muffled vehicle engines and motors.

- b. Loud machinery and pneumatic apparatus.

- c. Amplified music or other amplified sounds.

- d. Miscellaneous noises, including those of animals, machinery, gunfire, etc., when their emission creates a public disturbance, either because of the intensity, or disturbing nature and/or the time of the emission.

2. Noises of these categories are determined to be not only a nuisance which may be abated by the proper authorities in the city, but are unlawful and each occurrence shall constitute a class **BC** misdemeanor, subject to penalty as provided in section [1-4-1](#) of this code.

C. Intentionally Caused Noises: In this category are those noises which are caused for the sake of making noise without regard to the comfort, sleep or general health and welfare of other persons. Production of such noise is unlawful and constitutes a class **BC** misdemeanor, subject to penalty as provided in section [1-4-1](#) of this code. Typical of this type of noises are the following:

- 1. Improperly muffled vehicle engines, when the same are rapidly accelerated or decelerated, and especially during such hours that they are likely to interfere with the sleep or peaceful calm of residential neighborhoods.

- 2. Sounds that are mechanically, pneumatically or electronically produced or amplified, when the same are not enclosed within a building or enclosure which absorbs the sound so as not to disturb the surrounding area.

- 3. Sounds or music created or amplified within a public building or enclosure with such volume and intensity that the sound produced is actually or potentially dangerous to hearers within the enclosure. (1984 Code § 8.28.010; amd. 2015 Code)

5-3-2: INTENT:

It is the intent of the city to incorporate into this chapter those standards of measurement hereinafter set forth, which will take into account the latest scientific advances in noise measurement and control while at the same time preserving the common sense and common law determination of what constitutes a disturbance or public nuisance. Therefore, sound level measurements, while universally desirable, shall not be required to

demonstrate violation of this chapter if other evidence or testimony establishes the creation of a disturbance or public nuisance. (1984 Code § 8.28.020)

5-3-3: DEFINITIONS:

When used in this chapter, the terms defined in this section shall have the following meanings:

DAY: From six o'clock (6:00) A.M. to ten o'clock (10:00) P.M.

EMERGENCY WORK: Work made necessary to restore property to a safe condition following a public calamity or work required to protect persons or property from an imminent exposure to danger.

IMPULSE NOISE: A noise with an "on" cycle of ten percent (10%) or less and a maximum continuous duration of two (2) seconds. Example: A gunshot.

INTERMITTENT NOISE: A noise with an "on" cycle of ten percent (10%) or less and a maximum continuous duration of six (6) minutes. Example: A motor vehicle passing a fixed location.

MOTOR VEHICLES: Means and includes, but shall not be limited to, automobiles, trucks, motorcycles, snowmobiles, recreational vehicles, minibikes, go-carts, aircraft and motorboats.

NIGHT: From ten o'clock (10:00) P.M. to six o'clock (6:00) A.M.

NOISE: An undesirable or harmful sound.

NOISE SOURCE: Any instrument or device for amplifying sound, or anything which produces, reproduces or amplifies sound. This term includes multiple sources of sound.

PERSON: A person, firm, association, partnership, joint venture, corporation or an entity, public or private in nature.

RESIDENTIAL/AGRICULTURAL ZONES, COMMERCIAL ZONES OR LIGHT INDUSTRIAL ZONES: Reference to shall conform to the zone designations set forth in the city zoning codes. (1984 Code § 8.28.030)

5-3-4: LIMITATION OF PEAK INTENSITY OF SOUND:

In no event shall the peak intensity of sound exceed a sound level in excess of the following limits, measured in decibels, using, unless otherwise mentioned, the "A" frequency weighing and the "slow" response characteristic of a sound level meter conforming in all

respects to the American National Standards Institute (ANSI) standard section 1.4-1071, as revised, for type 1 or type 2 instruments. (1984 Code § 8.28.040)

5-3-5: MEASUREMENT OF NOISE INTENSITY; PLACEMENT OF MICROPHONE:

1. The designated individual responsible for measuring noise intensity shall be either a peace officer (e.g., a Lehi Police Department officer) or the City's designated Code Enforcement Officer. The microphone measuring device (sound level meter) used to measure the intensity of a noise may be placed at any point on the property line when (if the noise source radiates into private property.) or at any point fifty feet (50') distance from the noise source being measured and shall be The device shall be positioned at least five feet (5') from any wall and not less than three feet (3') above the ground. If it is not possible to obtain a measurement measure at least five feet (5') from a wall, a variance of five (5) dB variance will shall be allowed.
2. When measurements are made taken inside a buildings or enclosures, readings may be obtained from any area to which persons may have access accessible to the public or to occupants. The following limits refer to the largest reading obtained, using the procedure set out in this section. (1984 Code § 8.28.050)
3. When a noise source is identifiable and can be measured from properties in more than one zone, the limits of the most restrictive property zoning classification apply.

5-3-6: NOISE LIMITS; EXCEEDING CONSTITUTES VIOLATION:

Exceeding the following limits shall constitute violation of this chapter:

A. Continuous And Intermittent Noises: Continuous and intermittent noises described in subsection 5-3-1A of this chapter shall not exceed:

<u>Zoning of Property Receiving the Noise</u> ~~District~~	Day dBA	Night dBA
Residential/agricultural	85	55
Commercial	85	65
<u>Light</u> Industrial	85	65

B. Continuous Noises: Continuous noises described in subsections [5-3-1B](#) and C of this chapter:

Zoning of Property Receiving the NoiseDistrict	Day dBA	Night dBA
Residential/agricultural	65	55
Commercial	70	65
<u>Light</u> Industrial	75	75

C. Intermittent Noises: Intermittent noises described in subsections [5-3-1B](#) and C of this chapter shall not exceed:

Zoning of Property Receiving the NoiseDistrict	Day dBA	Night dBA
Residential/agricultural	70	60
Commercial	75	65
<u>Light</u> Industrial	80	80

D. Impulse Noises: Impulse noises described in subsections [5-3-1A](#), B and C of this chapter shall not exceed the following levels, measured on the "fast" response scale of the sound level meter:

Zoning of Property Receiving the NoiseDistrict	Day dBA	Night dBA
Residential/agricultural	75	69
Commercial	80	65
<u>Light</u> Industrial	85	85

E. Unlawful To Sustain Sound Level: It is unlawful to sustain in any place of public entertainment, including, but not limited to, sports arenas, restaurants, bars, cafes, discotheques or dance halls, any sound level measured with the "slow" response characteristic equal to or in excess of:

One hundred five (105) dBA at any time (if the sound level exceeds 105 dBA at any time, a mandatory 10 minute sound break at a level below 85 dBA will be taken). The restriction contained in this subsection is in addition to any other applicable limits stated in this section. (1984 Code § 8.28.060; amd. 2015 Code)

5-3-7: EXEMPTIONS:

A. It is hereby recognized that certain community noise sources and activities are beyond the practical control of the city. The following noise sources and activities are therefore exempted from the provisions of this chapter:

1. City or state roadway construction projects during typical construction working hours from six o'clock (6:00) A.M. to ten o'clock (10:00) P.M. Noise from roadway construction projects between the hours of ten o'clock (10:00) P.M. and six o'clock (6:00) A.M. may also be exempt from the provisions of this chapter, as long as a permit is obtained from the city. The permit must be in writing and shall state the dBA limitation (maximum allowed) and shall be for one project only. Other reasonable regulations may be imposed by the city in order to protect the public peace and welfare. The exemption shall be deemed withdrawn if the dBA limit is not strictly adhered to or any other reasonable limitation is violated. Any violation shall be a class **BC** misdemeanor, subject to penalty as provided in section 1-4-1 of this code.

~~4. —2. Sounds created by emergency activities or emergency vehicles.~~

~~5. Typical roadway noise from vehicle traffic, but not including Inadequately or defectively muffled vehicle engines and motors.~~

3. Sounds giving warning of emergencies including fire and burglar alarms (except continuous vehicle alarms).

4. Emergency repairs to buildings or vehicles.

5. City sponsored public events and activities occurring as part of the city annual Round-Up Week celebration and July 4 celebration.

B. Sounds created by parades, carnivals, dances, fireworks displays, athletic events or other special ~~public social~~ events not specifically mentioned in subsection A of this section shall be exempt from the provisions of this chapter, as long as a permit is obtained

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from the city. The permit must be in writing and shall state the dBA limitation (maximum allowed) and the hours the exemption is in force and shall be for one event only. Other reasonable regulations may be imposed by the city council in order to protect the public peace and welfare. The exemption shall be deemed withdrawn if the dBA limit is not strictly adhered to or if the event continues outside of prescribed hours or any other reasonable limitation is violated. Any violation shall be a class ~~C~~**B** misdemeanor, subject to penalty as provided in section 1-4-1 of this code. (Ord. 44-2015, 8-25-2015; amd. 2015 Code)

5-3-7A: RESPONSIBILITY FOR VIOLATIONS

The following persons or entities may be held responsible for any violation of this chapter:

1. The individual who creates, causes, or allows the noise, whether intentionally or through negligence.
2. Any business, contractor, or operator that owns, controls, or uses the equipment, activity, or operation producing the noise.
3. The property owner, tenant, or person in control of the premises where the noise originates, if they permit, allow, or fail to prevent the violation.
4. Anyone that aids, abets or encourages or in any other way is an accomplice to the violation.

Responsibility may be assigned to one or more of the above parties, jointly or individually, based on the circumstances of the violation.

5-3-8: VIOLATION; PENALTY:

Any person or entity identified in 5-3-7A who violates any provision of this chapter shall be ~~deemed~~ guilty of a class ~~B-C~~ misdemeanor and, ~~upon conviction therefor, shall be~~ subject to ~~the penalties as~~ provided in section 1-4-1 of this code. Each day that a violation ~~continues~~occurs shall constitute a separate offense. (1984 Code § 8.28.080; amd. 2015 Code)

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City Council Agenda Item Report

Meeting Date: December 2, 2025

Submitted By: Teisha Wilson

Submitting Department:

Item Type: Discussion

Agenda Section: Discussion Items

Subject:

Forebay Conservation Easement Discussion

Suggested Action:

Attachments:

[Forebay presentation_Lehi City Council_12.16.2025.pdf](#)

[Forebay Conservation Easement_w Payson signature_11.18.2025.pdf](#)

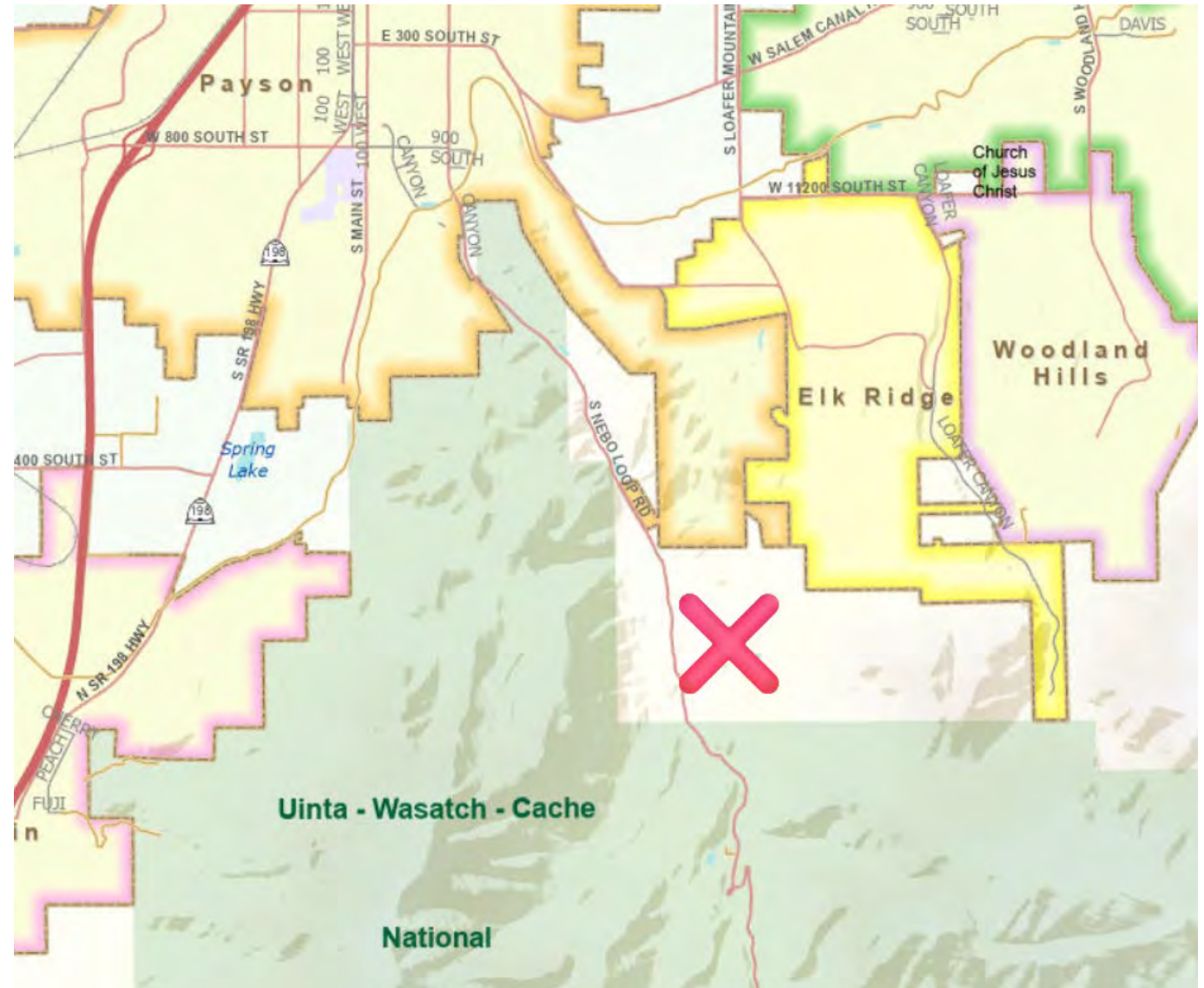


FOREBAY RECREATION AREA – PAYSON, UTAH



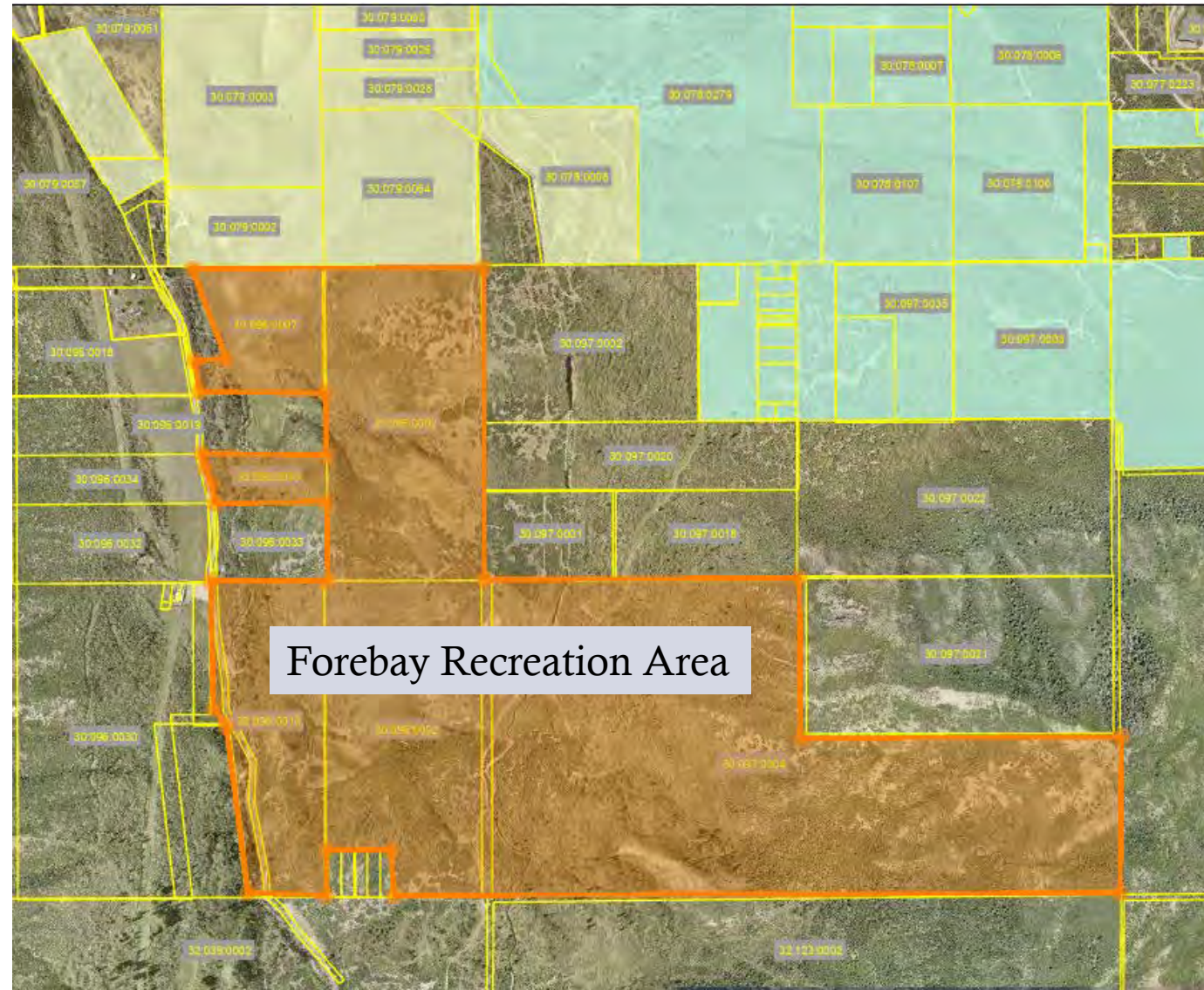
FOREBAY MAP

- Forebay Recreation Area is located in south Utah County adjacent to the Nebo Loop Road in lower Payson Canyon.



FOREBAY MAP

- 471 acres
- **Adjacent ownership:**
US Forest Service,
Utah DNR, Utah
County, private lands
- **Land Use Jurisdiction:**
Unincorporated Utah
County (CE-1: Critical
Environment 1 zone)





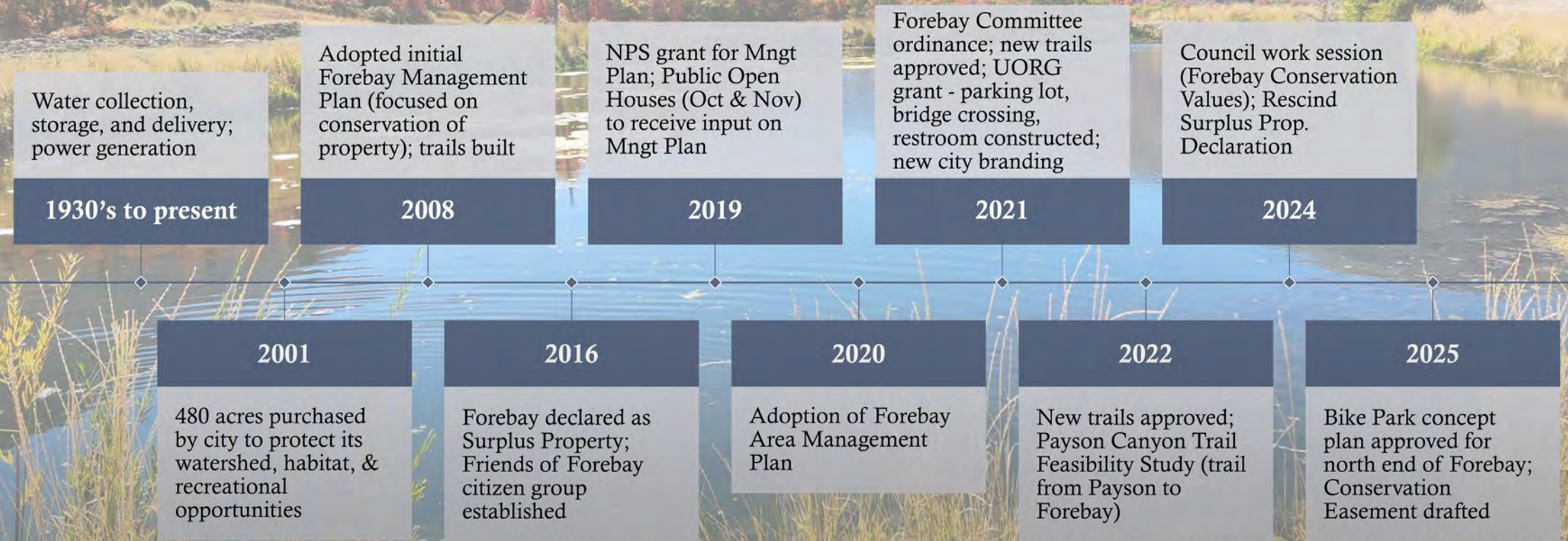
FOREBAY

- Forebay primarily consists of vegetated natural open space, water resources, and recreational trails.



FOREBAY — HISTORIC OVERVIEW

FOREBAY – HISTORIC OVERVIEW



FOREBAY



FOREBAY

FOREBAY

FOREBAY



FOREBAY TRAIL MAP

TRAIL LIST

CONNECTOR TRAIL

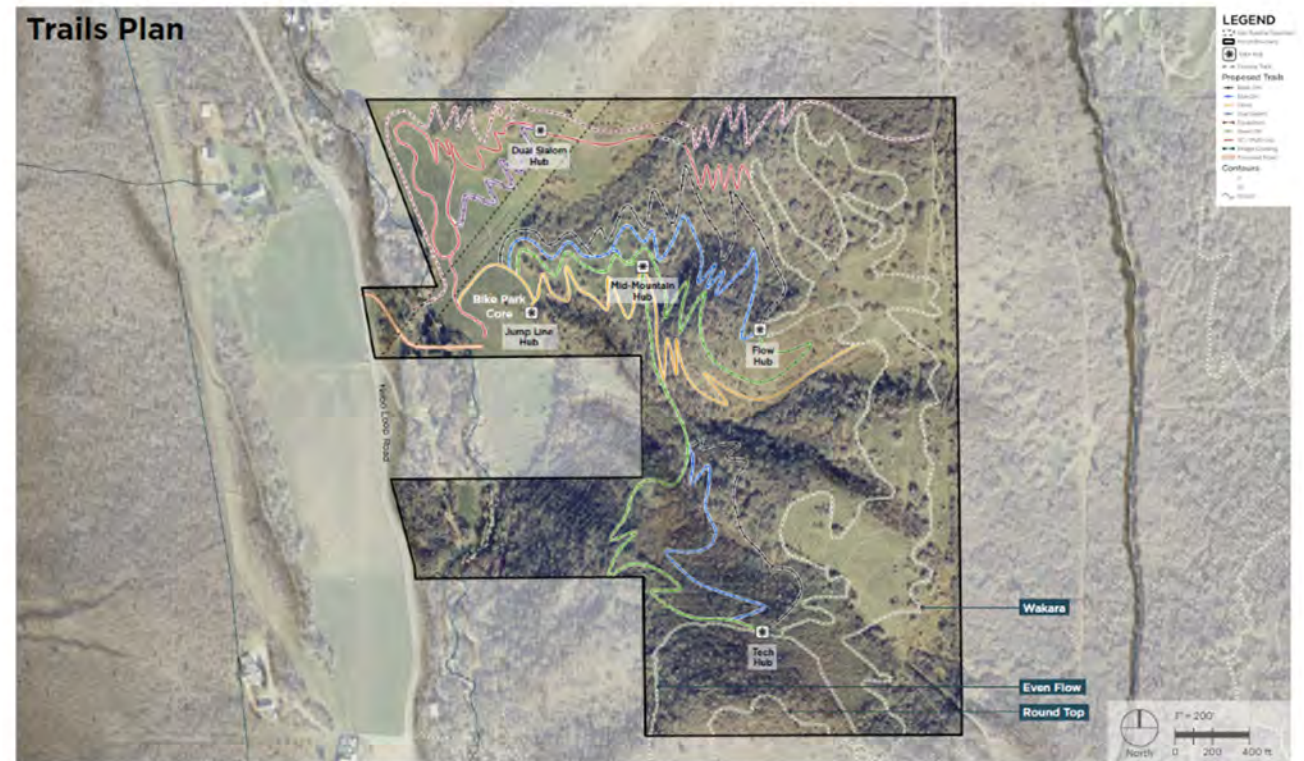
Rating	Trail Name	Length
0.2 mi	EZRA	0.5 mi
0.3 mi	FAVORITE	0.3 mi
0.4 mi	JMC	0.4 mi
0.5 mi	JR DEVO	0.5 mi
0.5 mi	K-LAUNI	0.5 mi
0.7 mi	LITTLE SHAWNY	0.7 mi
0.7 mi	NOAH	0.7 mi
0.2 mi	ORANGE GATE	0.2 mi
0.4 mi	OVERLOOK	0.4 mi
0.4 mi	ROUND TOP	0.4 mi
0.6 mi	TROTTER	0.6 mi
2.1 mi	WAKARA	2.1 mi

PAYSON UTAH

TRAILFORKS

Install the app and explore all the trails in your area.

- Most recreational trails within Forebay have been designed and constructed through volunteer efforts
- In 2025 the City Council approved a new Bike Park Master Plan to be constructed on the north end of Forebay





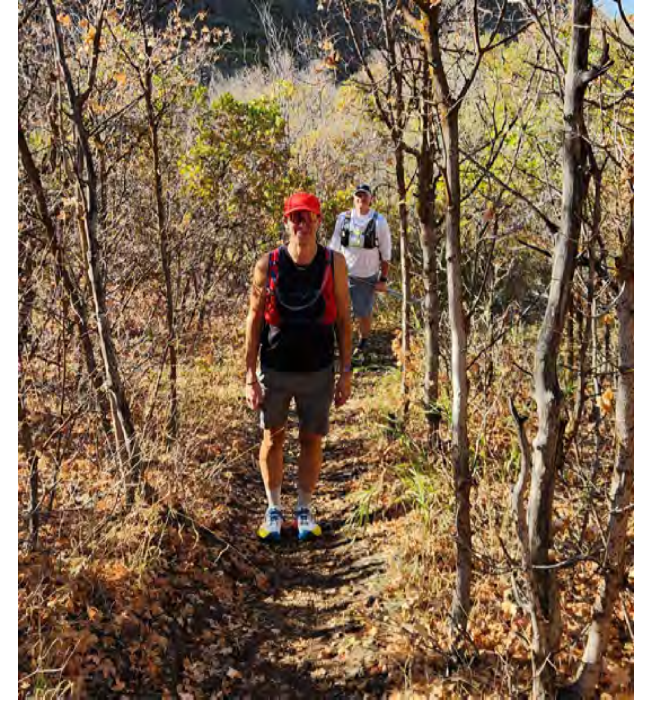
FOREBAY — MOUNTAIN BIKING

PAYSON
UTAH
HOME TO ADVENTURE



FOREBAY — YOUTH MOUNTAIN BIKING

PAYSON
UTAH
HOME TO ADVENTURE



FOREBAY — WALK, HIKE, RUN, EXPLORE

PAYSON
UTAH
HOME TO ADVENTURE



FOREBAY — EQUESTRIAN TRAILS

PAYSON
UTAH
HOME TO ADVENTURE



FOREBAY — WINTER RECREATION, TRAIL GROOMING

PAYSON
UTAH
HOME TO ADVENTURE



FOREBAY — EASE OF ACCESSIBILITY



FOREBAY — VOLUNTEER SERVICE

PAYSON
UTAH
HOME TO ADVENTURE



FOREBAY — VOLUNTEER SERVICE



CONSERVATION EASEMENT

Forebay Area Management Plan, GOAL #3 –
*Protect the watershed, habitat, and scenic nature of
the area through appropriate conservation practices.*

Lehi officials celebrate 'victory for open space' through conservation easement

By Cassidy Wixom, KSL.com | Posted - May 31, 2024 at 1:36 p.m.



Draper Mayor Troy Walker and City Manager David Dobbins on a biking tour of the Corner Canyon trail network on Aug. 25, 2021. Lehi has approved a conservation easement with Draper to preserve 900 acres of open space in Traverse Mountain. (Spenser Heaps, Deseret News)

Draper preserves additional 255 acres of open space in conservation easement

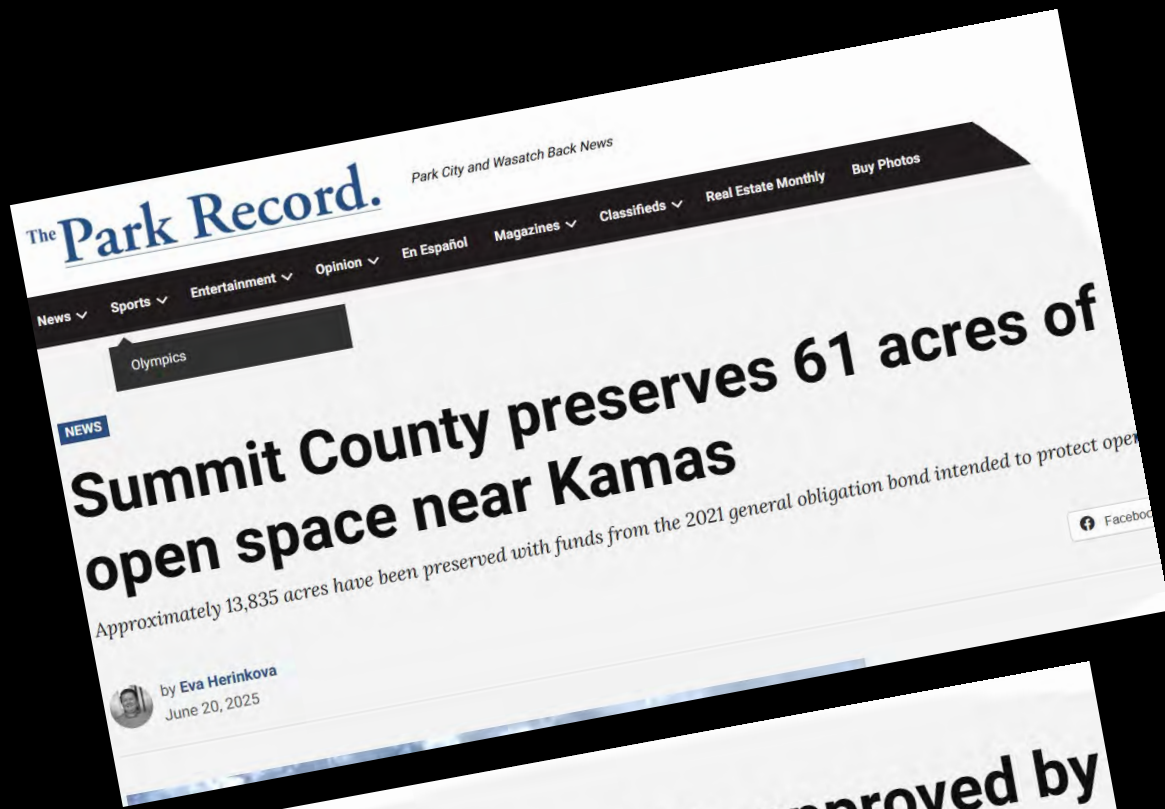
By Cassidy Wixom, KSL.com | Posted - June 18, 2025 at 1:20 p.m.



Draper and Salt Lake County officials cut a ribbon at Deer Ridge Trailhead on Tuesday, celebrating the addition of 255 acres to the county's Traverse Range Conservation Easement. (Draper City Council)

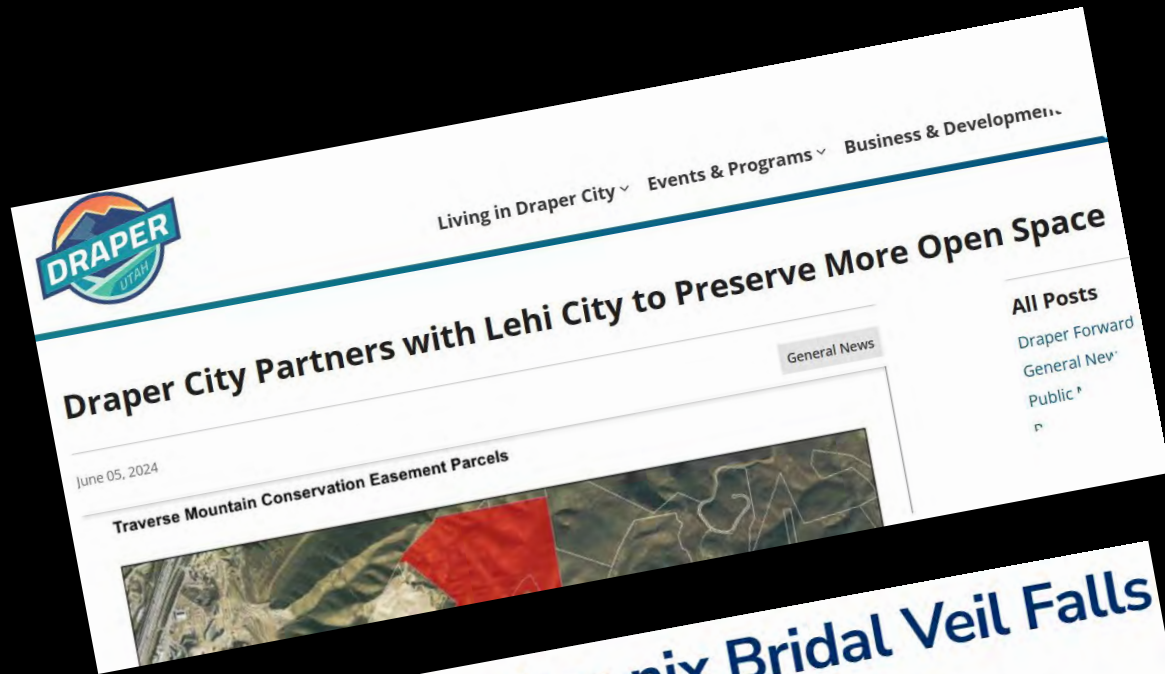
CONSERVATION EASEMENT

- What?
 - A voluntary legal agreement that limits uses of the land to protect its conservation values and keep property open & accessible to the public.
- Why?
 - Preserve & protect “Conservation Values”:
“natural open space that supports scenic, educational, recreational, cultural, watershed and wildlife habitat.”
- How?
 - ‘Deed of Conservation Easement’ recorded on property. The easement holder is charged with enforcing the easement conditions & restrictions.



CONSERVATION EASEMENT

- Permitted Uses?
 - Public Access & Education (keeps land accessible to the public in perpetuity; parking lots, restrooms, benches, kiosks, signs, etc.)
 - Recreational uses (hiking, biking, horseback riding, picnicking, non-motorized activities, etc.)
 - Trails & Trailhead Related Structures (bridges, pavilions, picnic shelters, observation towers, signs, fences, gates, etc.)
 - Water Resource Utilities (water & stormwater collection, storage, conveyance, and retention facilities); sub-surface and/or visually obscured.



CONSERVATION EASEMENT

- Prohibited Uses?
 - Subdivision of Property (boundary adjustments or land exchanges are ok with no net loss of land; new land can be added)
 - Construction of Habitable Structures
 - Wildlife Disturbance (no hunting)
 - Roads (other than to serve permitted uses)
 - Motorized Vehicles (approved uses ok)
 - Utilities not serving permitted uses
 - Specific Recreational Uses (soccer & baseball fields, shooting ranges, golf courses, moto-cross parks, rodeo grounds, etc.)

Lehi officials celebrate 'victory for open space' through conservation easement

By Cassidy Wixom, KSL.com | Posted - May 31, 2024 at 1:36 p.m.



Draper Mayor Troy Walker and City Manager David Dobbins on a biking tour of the Corner Canyon trail network on Aug. 25, 2021. Lehi has approved a conservation easement with Draper to preserve 900 acres of open space in Traverse Mountain. (Spenser Heaps, Deseret News)

Draper preserves additional 255 acres of open space in conservation easement

By Cassidy Wixom, KSL.com | Posted - June 18, 2025 at 1:20 p.m.



Draper and Salt Lake County officials cut a ribbon at Deer Ridge Trailhead on Tuesday, celebrating the addition of 255 acres to the county's Traverse Range Conservation Easement. (Draper City Council)

CONSERVATION EASEMENT

- Can it be amended in the future?
 - Yes, in conformance with the conservation values.
 - Material changes require approval of the easement holder (Grantee).
- Can the property be sold?
 - Yes, but the conservation easement remains in place with its associated restrictions (public access, open space protection, recreational uses, etc.)

FOREBAY CONSERVATION EASEMENT

*“...to enable the Property to remain forever open
and accessible to the public for recreation and scenic
enjoyment...”*





FOREBAY
CONSERVATION
EASEMENT

THANK YOU
LEHI CITY!

When Recorded Return to:
Payson City
439 W Utah Avenue
Payson, Utah. 84651

DEED OF CONSERVATION EASEMENT

THIS DEED OF CONSERVATION EASEMENT (this “**Easement**”), made as of this 18 day of November, 2025, by Payson City, a political subdivision of the State of Utah (“**Grantor**”), whose address is 439 West Utah Avenue Payson, Utah 84651 and Lehi City, a political subdivision of the State of Utah (“**Grantee**”), whose address is 153 North 100 East., Lehi, Utah 84043 Collectively Grantor and Grantee are referred to as the “**Parties**.”

EXHIBITS AS FOLLOWS

Exhibit A: Legal Descriptions of Parcels

Exhibit B: Property Location Map

Exhibit C: Existing Conditions (Maps, Easements, Encumbrances, Site Photos at time of approval)

WITNESSETH:

WHEREAS, Grantor is the owner of several tracts of land, located in Utah County, State of Utah, known as the Payson City Forebay Recreation Area, consisting of approximately 471 acres described in the attached Exhibit A and located on the “**Property Map**” attached as Exhibit B which together constitute the “**Property**”; and

WHEREAS, Grantor intends to convey this Easement under the Utah Land Conservation Easement Act, Utah Code Sections 57-18-2 through -7 (2018) Utah statutory and common law; and

WHEREAS, at the time of adoption of this Deed of Conservation Easement, the Property consists of existing conditions as more fully identified in maps, documents, and photos included as Exhibit C; and

WHEREAS, the Property possesses predominantly natural open space that supports scenic, educational, recreational, cultural, watershed and wildlife habitat values (collectively referred to as the “**Conservation Values**”) and considered of great importance to Grantor, Grantee and the residents of Payson City, Utah County, and the State of Utah. These Conservation Values include but are not limited to the following:

A. Protection of the Property’s scenic and aesthetic open space, especially its views from vantage points such as Payson Canyon, Gladstan Golf Course, and Utah Valley; and

B. Protection of public recreation and education values as this Property has served as a place for multiple-use non-motorized recreation and is accessible to the public for mountain biking, horseback riding, and hiking among other passive recreational experiences; and

C. Preservation of the Property's proximity to several permanently protected open spaces including Uinta-Wasatch-Cache National Forest and Gladstan Golf Course; and

D. Protection of vistas looking down upon Walker Flat, a cultural resource along the Mt. Nebo National Scenic Byway; and

H. Long-term conservation of the watershed and water collection, storage, and conveyance facilities by restricting activities that could negatively impact water quality, availability, and the natural ecosystem; and

G. Protection of natural habitats for wildlife, ensuring the continued survival of diverse species and maintaining ecological balance within the region; and

WHEREAS, Grantor desires and intends that the Conservation Values be preserved by the continuation, initiation, or introduction of activities on the Property that sustain said values, including, but not limited to open space preservation, watershed protection, wildlife viewing and protection, public recreation, cultural, education and ecological interpretive use; and

WHEREAS, Grantor, as the fee owner of the Property, holds the right to identify, conserve, enhance, and protect in perpetuity the Conservation Values of the Property; and

WHEREAS, Grantor values the undeveloped nature of the property and its recreational value; and

WHEREAS, the State of Utah has recognized the importance of both public and private efforts to conserve and protect the state's natural resources by the enactment of Utah Code Annotated §§ 57-18-1 to 57-18-7; and

WHEREAS, Grantee has agreed to accept this Easement upon the condition and understanding that the mutual intentions of Grantor and Grantee regarding the future preservation of the Property as expressed in this Easement shall be forever honored and defended; and

WHEREAS, the Parties desire that any interpretation of this Easement be construed to further the conservation, protection, and enhancement of the Property's Conservation Values;

NOW, THEREFORE, in consideration of the recitals as set forth above and the covenants terms and conditions and restrictions contained herein, which the Parties hereby agree constitute adequate consideration for this agreement and pursuant to the laws of the State of Utah and in particular Utah Code Annotated §57-18-1, *et seq.* (2018), Grantor hereby irrevocably grants and conveys to Grantee and its successors in interest a perpetual conservation easement (this "**Easement**"). This Easement is made over, under and across all of the Property to preserve and protect the natural, ecological, watershed, habitat, riparian, educational, recreational, public access, open space, scenic and other conservation values present on the Property. This Easement shall forever bind Grantor and Grantor's successors in ownership and use of the Property as well

as Grantee and any qualified successor of Grantee as identified in Section IX below. This Easement is granted in perpetuity, and any mortgage lien or other encumbrance other than encumbrances of sight or record existing at the time of this instrument's signing, shall be subordinate to this Easement, to the rights and intentions of the Parties to this Easement and to Grantee's ability to enforce the protection of the Conservation Values described herein. The scope of this Easement is set forth in this Easement.

SECTION I - PURPOSE

The purpose of this Easement is to enable the Property to remain forever open and accessible to the public for recreation and scenic enjoyment, protecting in perpetuity its unique natural, wildlife habitat, open space, educational, public recreational, public access and scenic Conservation Values, preventing any use of the Property that may materially impair or interfere with its Conservation Values and that this Easement constitutes a public trust in the perpetual protection of the Property.

SECTION II - RIGHTS OF GRANTEE

Affirmative Rights of Grantee. Grantor hereby grants the following rights to Grantee, which rights shall be in addition to and not in limitation of, all other rights and remedies available to Grantee:

A. To prevent Grantor or third persons (whether or not claiming by, through, or under Grantor) from conducting any activity on or use of the Property that is inconsistent with the purpose of this Easement, and to require of Grantor or third persons the restoration of such areas or features of the Property that may be damaged by any inconsistent activity or use;

B. Upon two (2) business days prior notice to Grantor pursuant to the notice requirements in Section XI, Subsection P to enter upon the Property at reasonable times and in a reasonable manner in order to monitor Grantor's compliance with and otherwise enforce the terms of this Easement, provided that in the absence of evidence which gives Grantee a reasonable basis to believe there has been a violation of the provisions of this Easement (which evidence shall be made available to Grantor), such entry shall not occur more often than four times annually;

C. To enter onto the Property in the case of an emergency as determined by Grantee, in which event Grantee shall notify Grantor prior to entering onto the Property, if possible, or as soon thereafter as is reasonably practical;

D. To obtain injunctive and other equitable relief against any violations, including restoration of the Property to the condition that existed prior to any such violation (it being agreed that Grantee will have no adequate remedy at law); and

E. To enforce this Easement in the case of breaches by Grantor or by third persons (whether or not claiming by, through, or under Grantor) by appropriate legal proceedings, after providing Grantor with reasonable notice and a reasonable opportunity to cure.

SECTION III - PERMITTED USES AND PRACTICES

A. The uses and practices described in this Section III may not be precluded or prevented by this Easement, except the uses and practices in this Section III may be precluded if Grantee believes that a certain use or practice is occurring in a manner, or to a degree that causes harm to the Conservation Values.

B. The uses and practices may be precluded when such uses or practices are conducted or allowed to take place in a manner which violates the terms of this Easement, poses a serious threat of material damage to the Conservation Values protected by this Easement, constitutes a prohibited use or practice as set forth in Section V of this Easement.

C. While not an exhaustive recital of permitted uses and practices, and subject to the limitations listed above, the following uses are consistent with this Easement:

- i. **Public Access and Education.** The right to construct trailheads and define access points including restroom facilities, picnic tables, benches, shelters, scenic overlooks, observation towers, informational kiosks, access roads and/or bridge crossings to parking lots and other trailhead related facilities provided that these trailheads and access points comply with the Payson City Forebay Management Plan, or any subsequent plans as adopted by the City. The right to construct educational facilities and interactive exhibit spaces where visitors, students, and researchers can learn about the park's diverse ecosystems, wildlife and conservation efforts. Provide areas to engage in passive wildlife viewing and wildlife and nature related educational activities on the Property.
- ii. **Recreation.** The right to engage in open water and non-motorized recreational activities such as hiking, mountain biking, horseback riding, picnicking, non-motorized winter activities, or similar activities are permitted, provided these uses align with and support the Conservation Values of the area.
 - a. Electric-assisted bicycles (excluding electric dirt bikes and electric ATVs) are allowed for use on trails.
- iii. **Trails.** The right to construct new trails and maintain developed trails as identified in the Payson City Forebay Management Plan, subject to the following provisions:
 - a. All new trails must be designed to minimize environmental impact and align with the conservation goals of the area, to provide multiple opportunities for various interest groups to access and enjoy the property. The location of new trails must follow the guidelines outlined in the Payson City Forebay Management Plan.
 - b. Grantor retains the right to close, reroute, restore and relocate existing trails as may be necessary to ensure safe recreational use, avoid or eliminate erosion, or for any other reason deemed appropriate by Grantor.

- iv. **Recreation and Trail-related Structures.** The right to construct trail improvements and recreation structures, including but not limited to bridging, boardwalks, culverts, separated street crossings, gates, pavilions, and other trail-related enhancements, picnic shelters, observation towers, equipment sheds, camping-related facilities and camp site development, recreation ponds, docks and open water recreation facilities for non-motorized water uses, and other similar outdoor recreational facilities and improvements to ensure safe, accessible, and sustainable trail use while maintaining the integrity of the conservation values of the area.
- v. **Signs.** The right to place signs for informational and regulatory purposes, including but not limited to rules and regulations, wayfinding, safety or hazardous conditions, and identify trails, interpretive sites, kiosks, and interpretive signs on the Property.
- vi. **Fencing.** The right to repair or install fencing and gates to secure and delineate parking areas and trail heads, provide for convenience or safety of users, identify property lines, maintain a perimeter barrier if desired to keep out motorized vehicles, or cattle.
- vii. **Event Related Temporary Structures.** Temporary structures associated with an event approved by Grantor and compliant with all applicable local and State laws are permitted provided that their location minimizes impacts to the natural environment and are located to the extent possible in areas where adequate infrastructure already exists such as at trailhead or public pavilions.
- viii. **Maintenance and Restoration of the Native Ecosystem.** Grantor may use techniques and methods recognized as effective in restoring and maintaining the native biological diversity of the Property including but not limited to invasive weed suppression, restoring existing cuts, erosion, and successional forest, oak brush foothill and savannah complex restoration and passive restoration.
- ix. **Chemicals and Biological Controls.** Grantor may use chemicals and biological controls on the Property as necessary to control noxious weeds, invasive insects, or mosquitoes. Chemical and biological controls may only be used in accordance with all applicable laws, and in those amounts and with that frequency of application constituting the minimum necessary to accomplish reasonable noxious weed objectives. The use of such agents shall be conducted in a manner to minimize any adverse effect on the natural values of the Property and to avoid any impairment of the natural ecosystems and their processes.
- x. **Problem or Diseased Animals.** Grantor may use legal methods to control diseased and problem animals as permitted by state and federal laws.
- xi. **Fire Suppression.** Grantor may remove brush and vegetation necessary to minimize the risk of wildfire on the Property while maintaining to the extent possible deadfall and brush considered valuable for wildlife. Potential means to reduce or remove high risk fuel loads may include, but would not be limited to:

biological controls, including short-duration grazing; and non-mechanized methods of removal of deadfall, and limited mechanized methods.

- xii. **Utilities.** Grantor may install new subsurface utilities to improve water resources in the area and develop water storage and conveyance systems. Stormwater collection and retention systems may also be appropriate uses on the property. Utility facilities shall, to the extent reasonably possible, be sub-surface and/or visually obscured to maintain the natural open space and viewsheds that exist on the property. Existing Utilities may be maintained or relocated provided any disturbance to the property is restored, as much as is practical to the original undisturbed nature of the Property. Included in this Utilities Section is the right to provide utility connections deemed necessary and appropriate for any approved use allowed in this Conservation Easement by Grantor provided that all Payson City approvals are granted and provided that the minimum disturbance is achieved even if in achieving that minimum disturbance requires additional cost to a third party.

SECTION IV - AMENDMENTS TO ACTIVITIES, USES, OR ENTERPRISES NOT REQUIRING GRANTOR LEGISLATIVE BODY PRIOR APPROVAL

Grantor's designated staff may modify permitted recreational activities, uses, or enterprises on the Property without Grantor's legislative body approval, provided that proper notice is given to Grantee in accordance with this section. Authorized staff include Grantor's Community Services Director, Development Services Director, and Parks Superintendent or their respective successors or designees. A simple majority of authorized staff is required to make such modifications. However, any material changes to the size or scope of the Easement must be made in accordance with the amendment procedures outlined in Section X of this agreement. A proposed change to activity, use, or enterprise requires Grantee's approval and Grantor shall not proceed until applicable requirements under this agreement have been met. Nothing in this Section shall in any way prohibit or limit the Grantee's ability to obtain writs or injunctive relief relating to any violation of this Easement.

A. Grantor's Written Notice.

Prior to the commencement of any new activity, use, or enterprise approved by Grantor's staff, Grantor shall provide written notice to Grantee. The notice must include all material aspects of the proposed activity, use or enterprise to allow for meaningful review. Notice shall be sent by registered or certified mail, return receipt requested, as outlined in Section Xi (P) of the agreement, or to such other address as Grantee may designate in writing.

B. Grantee's Response.

Grantee shall have forty five (45) days from the date such notice is received (as indicated by the registered or certified return receipt) to review the proposed new activity, use, or enterprise and to provide any objections in writing. Objections, if any, shall be based upon Grantee's determination that the proposed activity, use or enterprise is likely to cause material damage to the Property's Conservation Values or is otherwise inconsistent with the purpose and/or provisions of this Easement. If, Grantee determines, that the proposal may be modified to avoid material harm

and otherwise comply with the Conservation Values and the purpose and provisions of this Easement, then the response shall include recommendations for modification.. Except as provided in Subsection C below , Grantor may proceed with the proposed activity, use, or enterprise only after receiving Grantee's express written approval, and only as proposed and approved. The Grantee will send such response to Grantor by registered or certified mail, return receipt requested, addressed to Grantor at Grantor's address as set forth in Section XI (P) below, or to such other address as Grantor may designate in writing.

C. Grantee's Failure to Respond.

If Grantee fails to post its response to a proposal presented by Grantor within forty five (45) days after it receives the proposal by registered or certified mail, or within forty five (45) days after Grantee has received adequate information to evaluate the proposed activity, whichever is later, then the proposed activity, use or enterprise shall be deemed consistent with the terms of this Easement, and Grantee will have no further right to object to the activity, use or enterprise described in the proposal. The forty-five (45) day period shall not begin to run for purposes of this Subsection C until such time that Grantee has received adequate information from Grantor to effectively evaluate the proposed activity. In the event the Grantee requires additional information to evaluate the proposed activity, Grantee shall request the information from Grantor as soon as practicable and in any case not later than forty-five (45) days after the receipt of the notice of the proposed activity.

D. Force Majeure.

Grantor will not be obligated to send a notice to Grantee, and Grantee will not be entitled to bring an action against Grantor for undertaking any prudent activity in a bona fide emergency situation to prevent, abate, or mitigate the immediate threat of significant damage to the Property resulting from causes beyond Grantor's control, including fire, flood, storm, and earth movement. Grantor will promptly notify Grantee of any injury to the Property caused by such events or the efforts to prevent, abate, or mitigate any damage caused by such events.

SECTION V - PROHIBITED USES AND PRACTICES

Any activity on or use of the Property inconsistent with the purpose of this Easement and which is likely to cause material damage to the Conservation Values is expressly prohibited. Grantor agrees that the following uses and practices, though not an exhaustive recital of inconsistent uses and practices, are explicitly deemed inconsistent with the purposes of this Easement, and shall be prohibited.

A. Subdivision.

Grantor does not have the right, nor will any attempt be made, to divide, subdivide, or take any action that would result in an actual or *de facto* subdivision of the Property. Boundary line adjustments shall not be considered a division of land, provided that no new parcel is created. This provision does not restrict the Grantor from considering or engaging in a land exchange involving portions of the Property and nearby land, so long as the exchange would benefit Payson City. In any such exchange, the total acreage of open space must not be reduced. Nothing herein will prohibit adding of additional land to the Property. However, any land exchange or addition of

property shall be considered a material change of the Easement and must follow the amendment procedure outlined in Section X of this Agreement.

B. Construction.

Grantor will not construct any structures or facilities on the Property for use in human habitation or industrial activities. Only structures permitted under Section III, which are in accordance with a permitted use, are permitted.

C. Wildlife Disturbance or Harassment.

Harassment of wildlife on the Property by people, vehicles or domestic animals is prohibited. Fishing is allowed on the Property so long as the visitor possesses a valid fishing license and abides by the State of Utah daily catch limits. The taking, removal, translocation or captivity of wildlife is prohibited, except as allowed by law. Hunting is prohibited on the Property; however, nothing within this provision shall restrict Payson City from working with the Division of Wildlife Resources to determine healthy carrying capacities of big game species on the land and appropriate culling methods deemed appropriate and in consideration of governing ordinances.

D. Alteration of Watercourses and Topography.

Grantor will not change, disturb, alter, excavate, or impair any watercourse or the topography of the ground on the Property, except as expressly permitted by Section III of this Easement and with the necessary permits. Any alterations must be performed in accordance with best construction practices and with the intended goals of conservation in mind. Grantor shall conform to all applicable state and federal laws when constructing or altering watercourses and habitat, ensuring that any changes are made in a way that preserves the Property's Conservation Values.

E. Non-native Species.

Grantor will not introduce into the Property any non-native plant or animal species.

F. Roads.

No new roads over, through, or across the Property are permitted, except for the express purpose of providing necessary access to the Property for the Permitted Uses and Practices described in Section III.

G. Motorized Vehicles.

Motorized vehicles are not permitted to access the Property, except for the following:

- i. Emergency vehicles;
- ii. Vehicles used in routine maintenance and management of the Property;

- iii. Vehicles necessary to carry out a permitted use as identified under Section III of this Easement; and
- iv. Vehicles associated with a recorded right of access.

H. Agricultural Uses.

Agricultural uses are prohibited on the Property, except as it may be consistent with management practices for fire reduction or noxious weed management in conjunction with a permitted use as identified in Section III.

I. Dumping.

Trash, debris, and other non-compostable refuse may not be dumped or otherwise disposed of on the Property.

J. Utilities.

New public or private utilities and new utility corridors not existing on the property as of the date of this agreement, which may traverse over, under, or through the property are prohibited, except as expressly permitted by Section III of this Easement. Also, to preserve the natural sky and minimize light pollution, no permanent outdoor lighting shall be installed within the Easement Area except for security lighting that is determined to be necessary for safety or required by applicable building codes. Any permitted security lighting shall be fully shielded, downward-facing, and designed or located to minimize glare and light trespass beyond the immediate area intended to be illuminated.

K. Mineral Activities.

Exploration, mining, mass grading, or extraction of oil, gas, rock, gravel, sand, minerals, artifacts, or other materials found in, on, or under the Property by Grantor is prohibited. No surface or sub-surface exploration or extraction of oil, gas, rock, gravel, sand, minerals, artifacts, or other materials (including the lease, sale, or other disposition of the rights to such materials) are permitted by this Easement.

L. Billboards.

Grantor will not construct, maintain, lease, or erect any commercial signs, political signs, or billboards on the Property. Not limiting the generality of the foregoing, a limited number of signs for the purpose of protecting the property and identifying trails, ecological and heritage values on the property are allowed.

M. Hazardous Waste.

Grantor will not store, dump, or otherwise dispose of any toxic and/or hazardous material on the property. Neither this specific prohibition nor any other right granted in this Easement makes Grantee an owner of the property. Nor does it permit Grantee to control any use of the Property by the Grantor, which may result in the storage, dumping or disposal of hazardous or

toxic materials; provided, however, Grantee may bring an action to protect the Conservation Values of the Property. This prohibition does not impose liability on Grantee, nor shall Grantee be construed as having liability as a “responsible party” under CERCLA or other similar State or federal statutes.

N. Specific recreational uses prohibited.

Grantor will not use the Property for recreational uses that significantly alter the character and/or landscape of the Property such as soccer or baseball fields, golf courses, playfields, rodeo grounds, stables, shooting ranges, moto-cross parks, or other similar uses not compatible with the Conservation Values of the Property. Grantor will not permit unauthorized camping nor permit the unauthorized harvesting of firewood with the exception of the collection of deadfall.

SECTION VI - BREACH, RESTORATION, AND REMEDIES

A. Breach and Restoration.

Where Grantee becomes aware of a violation or potential violation of any restriction contained in this Easement, or becomes aware of any damage or potential damage to the Conservation Values associated with the Property, whether precipitated by Grantor or by a third party, Grantee may notify Grantor in writing of such violation, potential violation, damage or potential damage. Upon Grantor’s receipt of such notice, Grantor agrees to immediately take action to prevent or stop the activity, which potentially or actually violates the terms or intent of this Easement.

Grantor shall have forty-five (45) days after receipt of such notice to undertake actions, including restoration of the Property, that are reasonably calculated to swiftly correct the conditions caused by such violation. If Grantor fails to take such corrective action, Grantee may undertake appropriate action, including legal action, to effect such corrections. Grantor shall pay the cost of such corrections, including Grantee’s expenses, court costs, and attorney’s fees.

B. Injunctive and Other Relief.

In the event Grantor undertakes or causes to be undertaken any activity on the Property that requires Grantee’s prior approval and such approval is not obtained consistent with Section IV of this Easement, or where Grantor undertakes or causes to be undertaken any activity in violation or potential violation of the terms of this Easement; Grantee shall have the right to obtain injunctive relief or writs from courts of competent jurisdiction to stop any unauthorized activities and/or to force the restoration of that portion of the Property affected by such activity to a similar or equivalent condition that existed prior to the unauthorized activity. Such restoration may include, but is not limited to, restoring soils, replanting suitable native vegetation, removing of improvements, facilities, utilities, structures or other development that did not obtain proper approval, and/or taking such other action, as Grantee deems necessary to achieve restoration. In such case, the costs of restoration and litigation, including reasonable attorney’s fees, shall be borne by Grantor or those of its successors or assigns against whom a judgment is entered. In the event a judgment is entered against Grantee in an effort to seek injunctive relief or restoration, then Grantor is not in violation of this Easement.

C. Actual or Threatened Non-Compliance

Grantor acknowledges that actual or threatened instances of non-compliance under this Easement constitute immediate and irreparable harm. Grantee may seek equitable relief in any court of competent jurisdiction where the Property or Grantee is located to enforce this Easement. If Grantee is required to seek court intervention to enforce any part of this Easement, Grantor shall pay the Grantees attorney's fees.

D. Cumulative Remedies.

Grantee's remedies set forth in this Easement are cumulative. Any, or all, of the remedies may be invoked by Grantee if there is an actual or threatened violation of this Easement.

E. Delay in Enforcement.

A delay in enforcement shall not be construed as a waiver of Grantee's right to enforce the terms of this Easement.

SECTION VII - MAINTENANCE COSTS, TAXES & FEES

Grantor retains all responsibilities and shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep and maintenance of the Property, including responsibility for the control of noxious weeds in accordance with all applicable Utah laws. Grantor agrees to bear all costs of operation, upkeep and maintenance of the Property, and agrees to reimburse Grantee and its successors and assigns for all claims and obligations arising from the operation, upkeep, and maintenance of the Property. Grantor shall pay any and all lawful assessments, fees, and charges levied by a relevant authority.

SECTION VIII - INDEMNITY AND INSURANCE

Grantor agrees to defend, indemnify and save harmless Grantee from and against any damage, liability and loss occasioned by, growing out of, or arising or resulting from any negligent, grossly negligent, intentional act or omission by Grantor, its agents or employees while on the Property.

SECTION IX - ASSIGNMENT OF EASEMENT

Grantee may not transfer or assign its interest in this Easement upon the Property created by this Easement except to a qualified non-profit or other governmental organization which is organized or operated primarily or substantially for one or more of the Conservation Values or the stated purposes in Section I of this Easement. Any such qualified organization shall agree to enforce the conservation purposes protected by this Easement. Grantee may not transfer its rights under this Easement, in whole or in part, without the prior written consent of Grantor, which consent shall not be unreasonably withheld.

SECTION X - AMENDMENTS REQUIRING GRANTOR'S LEGISLATIVE BODY APPROVAL

If an amendment to the size or scope of this Easement is proposed, Grantor must first hold a public hearing on the proposed amendment or modification. Following the hearing, the amendment or modification must be approved by a supermajority of the Grantor's legislative body. However, no amendment or modification may be adopted if it will adversely affect the qualification of this Easement under the laws of the State of Utah. Any such amendment or modification shall be consistent with the purpose of this Easement, shall not affect its perpetual duration, shall not permit residential, commercial or industrial development or any type of mining or grading of the Property, and shall not permit any impairment of the significant Conservation Values of the Property. All approved amendments or modification shall be filed in the Utah County Recorder's Office. Nothing in this Section shall require Grantor or Grantee to agree to any proposed amendment or to engage in consultation or negotiation regarding any such amendment.

SECTION XI - MISCELLANEOUS PROVISIONS

A. Severability.

If any provision of this Easement, or the application of this Easement to any person or circumstance, is found to be invalid, the remainder of the provisions of this Easement, and the application of such provisions to persons or circumstances other than those to which it is found to be invalid, shall not be affected thereby.

B. Enforcement.

Grantor intends that enforcement of the terms and provisions of this Easement shall be at the discretion of Grantee, and that Grantee's failure to exercise its rights under this Easement, in the event of any breach by Grantor, shall not be considered a waiver of Grantee's rights under this Easement in the event of any subsequent breach.

C. "Grantor" and "Grantee".

The term "**Grantor**", as used in this Easement, and any pronouns used in place thereof shall mean and include the above-named Grantor and its successors and assigns. The term "**Grantee**," as used in this Easement and any pronouns used in place thereof shall mean and include the above-named Grantee and its successors and assigns.

D. Titles.

Section and Subsection titles and subtitles are for convenience only and shall not be deemed to have legal effect.

E. Liberal Construction.

This Easement shall be liberally construed in favor of maintaining the Conservation Values of the Property, and in accordance with Utah Code Annotated §§57-18-1 to 57-18-7. The Parties acknowledge that each has reviewed and revised this Easement with the assistance of counsel, and

that no rule of construction resolving ambiguities against the drafting party shall be employed in interpreting this Easement.

F. Successors.

This Easement is binding upon and will inure to the benefit of Grantor's and Grantee's successors in interest and assigns. All subsequent owners of the Property are bound by all provisions of this Easement to the same extent as Grantor.

G. Governing Law.

This Easement will be interpreted and construed in accordance with applicable Utah laws.

H. Entire Agreement.

This Easement sets forth the entire agreement of the Parties. It is intended to supersede all prior discussions or understandings between the Parties pertaining to the subject matter of this Easement.

I. Compliance With Law.

All uses and practices permitted by this Easement shall comply with all applicable state and federal laws.

J. Effective Date.

The effective date of this Easement will be the date on which it has been signed by all of the Parties.

K. Notice Requirements.

Grantor hereby acknowledges that Grantee, at least three days prior to the execution of this Easement, discussed with it the types of conservation easements available, the legal effect of each easement, and the advisability of consulting legal counsel concerning the possible legal and tax implications associated with granting this Easement.

L. Merger.

The Parties intend that this Easement will not merge. It is the intent of the Parties that the Easement shall never be extinguished, but this Easement shall remain in full force requiring Grantor and Grantee and their successors in interest to perpetually comply with the terms and conditions of this Easement, regardless of who holds title to the underlying fee interest of the Property.

M. Change of Conditions.

The fact that any use of the Property expressly prohibited by this Easement or otherwise determined inconsistent with the purpose of this Easement may become significantly more valuable or economical than permitted uses, or that neighboring properties may in the future be

put entirely to uses inconsistent with this Easement, has been considered by Grantor in granting this Easement. It is Grantor's belief that any such changes will increase the public's benefit and interest in the continuation of this Easement, and it is the intent of both Grantor and Grantee that any such changes shall not be considered circumstances sufficient to terminate this Easement, in whole or in part. In addition, the inability to carry on any or all of the permitted uses, or the unprofitability of doing so, shall not impair the validity of this Easement or be considered grounds for its termination.

N. Superiority of Easement.

Any mortgage, trust deed, lien, judgment, or other financial interest executed that encumbers or affects the Property, subject to the date that this Easement is recorded in the Office of the Recorder of Utah County, shall be subordinate to this Easement and in no way shall enable the holder of such interest or their successor(s) in interest to breach the terms of this Easement or otherwise compromise the Conservation Values protected hereby.

O. Revenue Generation.

Nothing in this Agreement prohibits Grantor from imposing fees for users to utilize the property, or collecting of revenues from uses on the property, or allowing third-party commercial recreational businesses to partner with the Grantor to operate and maintain recreational facilities on the site that are in conformance with the Conservation Values of the Property.

P. Notices.

Any notice, demand, request, consent, approval or communication shall be in writing and served personally or sent by first class mail addressed as follows:

Grantor: Payson City
Attn: City Manager
439 West Utah Avenue
Payson, Utah 84651

Grantee: Lehi City
Attn: Lehi City Mayor
153 N 100 E
Lehi, Utah 84043

[Remainder of page left intentionally blank; signature pages follow]

IN WITNESS WHEREOF, the Parties have executed this Easement of Conservation Easement on the dates set forth below.

PAYSON CITY

By: William R. Wright
William R. Wright

Title: Mayor

Date: 11/19/2025

ATTEST:

Amalie R. Ottley
Amalie R. Ottley, City Recorder

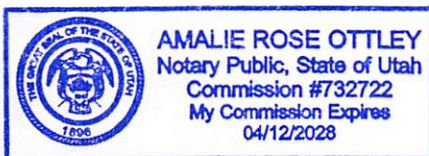


STATE OF UTAH)

COUNTY OF UTAH)

On this 19th day of November, 2025, personally appeared before me, William R. Wright, the signer of the foregoing instrument, whose identity is personally known to me or proven on the basis of satisfactory evidence, and who by me duly sworn/affirmed, did say that he is the Mayor of Payson City, a Utah municipal corporation, and that said document was signed by him on behalf of said Corporation, and who duly acknowledged to me that he executed the same.

Amalie Rose Ottley
Notary Public



LEHI CITY

By: _____

Name: _____

Title: _____

Date: _____

ATTEST:

By: _____
City Recorder

Approved as to Form:

City Attorney

STATE OF UTAH)
 :
COUNTY OF UTAH)

On this ____ day of _____, 2025, personally appeared before me, _____, the signer of the foregoing instrument, whose identity is personally known to me or proven on the basis of satisfactory evidence, and who by me duly sworn/affirmed, did say that he/she is the _____ (title) of Lehi City, a Utah municipal corporation, and that said document was signed by him/her on behalf of said Corporation, and who duly acknowledged to me that he/she executed the same.

Notary Public

EXHIBIT A

LEGAL DESCRIPTIONS OF PARCELS

FOREBAY PARCELS

30:096:0002

ALL THE E1/2 OF NE1/4 & THE E1/2 OF SE1/4 SEC 34, T 9 S, R 2 E, SLM; LESS: COM. SW COR E1/2 SE1/4 OF SD SEC 34; N 400 FT; E 544.5 FT; S 400 FT; W 544.5 FT.

TOTAL AREA 154.16 ACRES

30:096:0007

COM NE COR NW1/4 NE1/4 SEC 34, T9S, R2E, SLM; S 32'31"E 1065.55 FT; S 89 DEG 40'47"W 1092.12 FT; N 10 DEG 08'W 296.04 FT; N 89 DEG 25'E 312.08 FT; N 20 DEG 44'W 829.62 FT; N 89 DEG 56'34"E 1115.73 FT TO BEG.

AREA 24.8 ACRES

30:096:0013

ALL THAT PORTION OF THE E1/2 OF SW1/4 & W1/2 OF SE1/4 OF SEC 34, T 9 S, R 2 E, ALM. SITUATE TO THE E OF PAYSON CANYON ROAD

AREA 43.61 ACRES

30:096:0035

COM N 89 DEG 56' 34" E 1318.9 FT ALONG SEC. LINE & S 0 DEG 32' 31" E 1568.15 FT FR N 1/4 COR. SEC. 34, T9S, R2E, SLB&M.; S 0 DEG 32' 31" E 411.87 FT; S 89 DEG 40' 47" W 951 FT; N 3 DEG 12' 22" W 46.61 FT; N 15 DEG 48' 53" W 361.47 FT; N 0 DEG 47' 7" E 16.98 FT; N 89 DEG 40' 47" E 1047.99 FT TO BEG.

AREA 9.43 AC

30:097:0004

SW1/4 & S1/2 OF SE1/4 SEC 35, T 9 S, R 2 E, SLM; LESS 1 ACRE FOR ROAD.

AREA 239 ACRES

EXHIBIT B

PROPERTY LOCATION MAP



EXHIBIT C
EXISTING CONDITIONS

EXISTING CONDITIONS



FOREBAY — WINTER RECREATION, TRAIL GROOMING

PAYSON
UTAH
HOME TO ADVENTURE



FOREBAY — EASE OF ACCESSIBILITY

PAYSON
UTAH
HOME TO ADVENTURE



FOREBAY — VOLUNTEER SERVICE

PAYSON
UTAH
HOME TO ADVENTURE



FOREBAY — VOLUNTEER SERVICE

PAYSON
UTAH
HOME TO ADVENTURE



FOREBAY - MOUNTAIN BIKING

pYSON
UTAH



FOREBAY -YOUTH MOUNTAIN BIKING

pYSON
UTAH



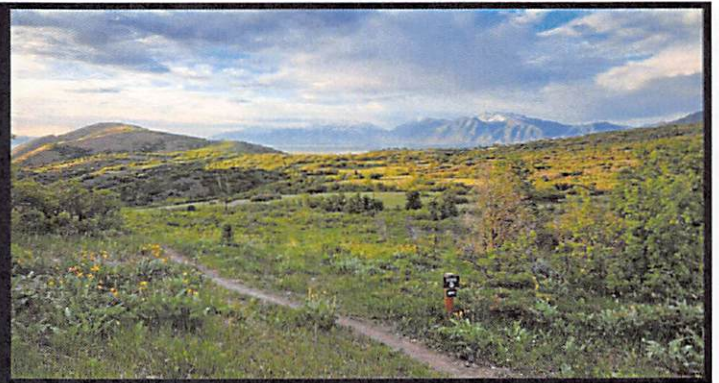
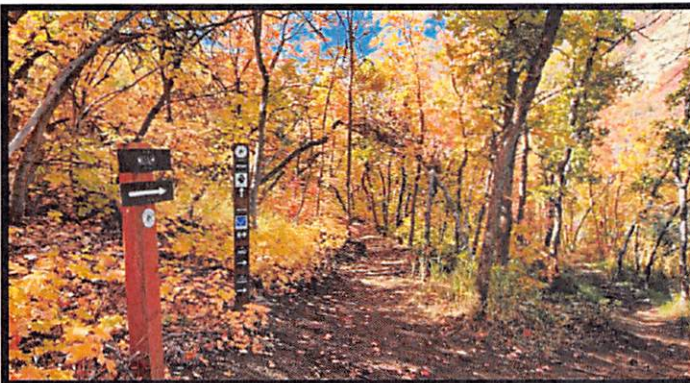
FOREBAY - WALK, HIKE, RUN, EXPLORE

pYSON
UTAH



FD REBAY - HORSE TRAILS

pYSON
UTAH



FOREBAY RECREATION AREA – PAYSON, UTAH



Existing Conditions

