Lehi City Council Meeting
Amended Agenda
August 11, 2026

6:00 PM - Lehi City Council Chambers (131 N. 100 E., Lehi, Utah)

Pre-Council, 6:00 p.m.

1. Welcome and Opening Comment

2. Working Discussion Items

   2.1. Transportation Funding Resolution Discussion (continued from the January 27, 2026 meeting)
   Res 2026-07.docx
   Res 2026-08.docx

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

4. Administrative Report

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

Closed Session
The Council may consider a motion to enter into a closed session for specific purposes allowed under the Open and Public Meetings Act (Utah Code 52-4-205), including to discuss the purpose, exchange, lease, or sale of real property; pending or reasonably imminent litigation; the character, competence, or physical or mental health of an individual; or any other lawful purpose.

Regular Session, 7:00 p.m.

1. Welcome, Roll Call, Pledge of Allegiance

2. Presentations and Reports

   2.1. Presentation of the Waterwise Yard of the Month

3. Citizen Input

For public comments on items not listed on the agenda. Comments limited to 3 minutes per person, with a time limit not to exceed 20 minutes for this item.

4. Consent Agenda

   4.1. Approve City Council Meeting Minutes

   4.2. Approve Purchase Orders
   PO 8458.pdf

   4.3. Consideration of Resolution #2026-48, approving an agreement with Hughes General Contractors for dirt work related to the construction of the Public Works storage building.
   Res 2026-48.docx
   Agreement for Public Works Storage Building (Dirt Work).pdf
   Exhiibit A - GMP For Lehi Public Works - Water Storage Building Bid Package 01 Rev 01.pdf

   4.4. Reapprove Ordinance #26-2025, the Bart Christofferson #2 Annexation.
   Ord 26-2025.docx

5. Regular Agenda

   5.1. Consideration of Ordinance #35-2026, approving a comprehensive Development Code Amendment to Chapter 23, Signs updating requirements and simplifying the text. (Tabled at 7/28 meeting)
   Petitioner: Lehi City
   Ch 23 Signs Development Code Amendment 1.pdf
   Ordinance - Ch 23, Signs Development Code Amendment 08.11.26.docx

   5.2. Consideration of Resolution #2026-47, approving the Intent to Annex the Pasture Walk Annexation on 4.4 acres located at approximately 900 North 1000 West.
   Petitioner: Jeanne Walker
   Resolution -Pasture Walk Annexation 08.11.26.docx
   Pasture Walk Annexation 1.pdf

   5.3. Consideration of Concept Plan approval for the Fox Trail Subdivision, now requesting nine lots and a development agreement, located at 2850 West 1500 North.
   Petitioner: Symphony Homes
   Fox Trail Subdivision 9 lot Development Agreement Concept 08.11.26 - council packet.pdf

   5.4. Consideration of Resolution #2026-46, approving an amendment to the Gardner Plumb Development Agreement, requesting to transfer 124 equivalent residential units from the northern portion of the development agreement to the southern.
   Petitioner: Gardner-Plumb Group
   Resolution - Approval of Amendment to Plumb-Gardner Development Agreement

08.11.26.docx
Amendment to Plumb-Gardner Development Agreement 08.11.26 - Council Packet.pdf

5.5. Consideration of Resolution #2026-45, appointing two members to serve on the Utah County Justice Court Nominating Commission for the Lehi City Justice Court Vacancy
Res 2026-45.docx

6. Adjournment

- Public is invited to attend all open meetings
- In compliance with the Americans with Disabilities Act, the City of Lehi will make reasonable accommodations to participate in the meeting. Requests for assistance can be made by contacting the City Recorder at 385-201-2269
- This Agenda has been posted in accordance with Utah Code §§ 63G-30-102
- Agendas may be amended up to 24 hours prior to a meeting
- A Closed Meeting may be called to order pursuant to Utah Code §§ 52-4-204 & 52-4-205
- The order of agenda items may change to accommodate the needs of the legislative body, staff, or the public
- Electronic participation may be permitted for one or more members of the legislative body and staff

Agenda Item No: 2.1

City Council Agenda Item Report

Meeting Date: August 11, 2026
Submitted By: Teisha WIlson
Submitting Department:
Item Type: Discussion
Agenda Section: Working Discussion Items

Subject:
Transportation Funding Resolution Discussion (continued from the January 27, 2026 meeting)

Summary:

Attachments:

Res 2026-07.docx

Res 2026-08.docx

LEHI CITY

RESOLUTION NO. 2026-07

A RESOLUTION OF THE LEHI CITY COUNCIL URGING ADDITIONAL AND EQUITABLE TRANSPORTATION FUNDING FOR UTAH COUNTY

WHEREAS, Lehi City (the "City") is experiencing sustained population and employment growth that is increasing travel demand on Interstate 15, Redwood Road (SR-68), Mountain View Corridor, and key east-west arterials;

WHEREAS, Utah County has an estimated population of 747,234 (13.3% growth since 2020), supports approximately 274,566 jobs and over $15.3 billion in annual payroll (2023), and issued 6,321 building permits in 2024 - exceeding Davis County (378,470 people; 1,468 permits) and Weber County (276,118 people; 1,630 permits);

WHEREAS, the City has invested substantial local funds (including impact fees and local transportation revenues) to accommodate this growth, yet critical regional connections and capacity projects remain unfunded or underfunded - especially (i) east-west connections between I-15 and Redwood Road/Mountain View Corridor near Point of the Mountain and (ii) the Pony Express Parkway/1900 South corridor;

WHEREAS, UDOT program briefings reflect significant state-funded corridor investments in Davis and Weber Counties in recent years, including SR-177 (West Davis Highway) at approximately $731.194 million, the I-15 Davis-Weber Express Lanes project at $180.6 million, and the SR-97 (5600 South) corridor and interchange project in Weber County at $238 million;

WHEREAS, local and regional plans identify additional improvements in the Pony Express Parkway/1900 South corridor and related extensions as necessary to serve rapidly growing communities, relieve congestion on parallel arterials, and provide redundancy in the northwest Utah County transportation network;

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

1. The City respectfully requests that the Governor and Utah Legislature provide additional, ongoing transportation funding for Utah County and adopt allocation practices that better reflect population, job growth, and housing production in Utah County and the northwest Utah County subregion.

2. The Cities respectfully requests that the Utah Transportation Commission and UDOT prioritize and (where needed) fully fund and accelerate delivery of the following

Utah County projects and corridors, in coordination with MAG, affected cities, and regional partners:

- Pony Express Parkway / 1900 South Corridor: prioritize state participation in widening and operational improvements to achieve an ultimate five-lane cross-section (two lanes each direction with a center turn lane as appropriate) with multimodal facilities, including critical connection segments in Lehi and American Fork and westward continuity toward SR-68.
- Point of the Mountain East-West Connector: fast-track concept development, corridor preservation, and environmental clearance for an additional east-west roadway connection between I-15 and Redwood Road/Mountain View Corridor at or near the Point of the Mountain to improve redundancy, disperse peak-hour traffic, and support planned redevelopment.

3. The City respectfully requests increased state support for Utah Transit Authority (UTA) capital and operating investments in Utah County to expand frequent transit service, improve connectivity, and provide competitive alternatives to single-occupant vehicle trips as the region grows.

4. The City directs that copies of this Resolution be transmitted to the Governor, the President of the Senate, the Speaker of the House, Utah Transportation Commission members, the UDOT Executive Director, the UTA Board Chair and CEO, and the leadership of MAG and WFRC.

5. This resolution shall take effect immediately.

Approved and Adopted by the City Council of Lehi City, Utah, this 27th day of January, 2026.

LEHI CITY ATTEST

_____ _____

Paul Binns, Mayor Teisha Wilson, City Recorder

LEHI CITY

RESOLUTION NO. 2026-08

A RESOLUTION OF THE PARTICIPATING MUNICIPALITIES OF NORTHERN UTAH COUNTY URGING ADDITIONAL AND EQUITABLE TRANSPORTATION FUNDING FOR UTAH COUNTY

WHEREAS, the Participating Municipalities of Northern Utah County (the "Cities") that have signed below are experiencing sustained population and employment growth that is increasing travel demand on Interstate 15, Redwood Road (SR-68), Mountain View Corridor, and key east-west arterials;

WHEREAS, Utah County has an estimated population of 747,234 (13.3% growth since 2020), supports approximately 274,566 jobs and over $15.3 billion in annual payroll (2023), and issued 6,321 building permits in 2024 - exceeding Davis County (378,470 people; 1,468 permits) and Weber County (276,118 people; 1,630 permits);

WHEREAS, the Cities have invested substantial local funds (including impact fees and local transportation revenues) to accommodate this growth, yet critical regional connections and capacity projects remain unfunded or underfunded - especially (i) east-west connections between I-15 and Redwood Road/Mountain View Corridor near Point of the Mountain and (ii) the Pony Express Parkway/1900 South corridor;

WHEREAS, UDOT program briefings reflect significant state-funded corridor investments in Davis and Weber Counties in recent years, including SR-177 (West Davis Highway) at approximately $731.194 million, the I-15 Davis-Weber Express Lanes project at $180.6 million, and the SR-97 (5600 South) corridor and interchange project in Weber County at $238 million;

WHEREAS, local and regional plans identify additional improvements in the Pony Express Parkway/1900 South corridor and related extensions as necessary to serve rapidly growing communities, relieve congestion on parallel arterials, and provide redundancy in the northwest Utah County transportation network;

NOW, THEREFORE, be it resolved by the Participating Municipalities of Northern Utah County, Utah, as follows:

1. The Cities respectfully request that the Governor and Utah Legislature provide additional, ongoing transportation funding for Utah County and adopt allocation practices that better reflect population, job growth, and housing production in Utah County and the northwest Utah County subregion.

2. The Cities respectfully request that the Utah Transportation Commission and UDOT prioritize and (where needed) fully fund and accelerate delivery of the following Utah County projects and corridors, in coordination with MAG, affected cities, and regional partners:

- Pony Express Parkway / 1900 South Corridor: prioritize state participation in widening and operational improvements to achieve an ultimate five-lane cross-section (two lanes each direction with a center turn lane as appropriate) with multimodal facilities, including critical connection segments in Lehi and American Fork and westward continuity toward SR-68.
- Point of the Mountain East-West Connector: fast-track concept development, corridor preservation, and environmental clearance for an additional east-west roadway connection between I-15 and Redwood Road/Mountain View Corridor at or near the Point of the Mountain to improve redundancy, disperse peak-hour traffic, and support planned redevelopment.

3. The Cities respectfully request increased state support for Utah Transit Authority (UTA) capital and operating investments in Utah County to expand frequent transit service, improve connectivity, and provide competitive alternatives to single-occupant vehicle trips as the region grows.

4. The Cities direct that copies of this Resolution be transmitted to the Governor, the President of the Senate, the Speaker of the House, Utah Transportation Commission members, the UDOT Executive Director, the UTA Board Chair and CEO, and the leadership of MAG and WFRC.

5. This resolution shall take effect immediately.

Approved and Adopted by the Participating Municipalities of Northern Utah County, Utah, this 27th day of January, 2026.

PARTICIPATING MUNICIPALITIES OF
NORTH UTAH COUNTY:

Lehi City

_____

Paul Binns, Mayor

Attest:

_____

Teisha Wilson, City Recorder

City: Attest:

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, Mayor , City Recorder

City: Attest:

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, Mayor , City Recorder

City: Attest:

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, Mayor , City Recorder

City: Attest:

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, Mayor , City Recorder

City: Attest:

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, Mayor , City Recorder

Agenda Item No: 2.1

City Council Agenda Item Report

Meeting Date: August 11, 2026
Submitted By: Teisha WIlson
Submitting Department:
Item Type: Presentation
Agenda Section: Presentations and Reports

Subject:
Presentation of the Waterwise Yard of the Month

Summary:

Attachments:

Agenda Item No: 4.1

City Council Agenda Item Report

Meeting Date: August 11, 2026
Submitted By: Teisha WIlson
Submitting Department:
Item Type: Action Item
Agenda Section: Consent Agenda

Subject:
Approve City Council Meeting Minutes

Summary:

Attachments:

Agenda Item No: 4.2

City Council Agenda Item Report

Meeting Date: August 11, 2026
Submitted By: Teisha WIlson
Submitting Department:
Item Type: Action Item
Agenda Section: Consent Agenda

Subject:
Approve Purchase Orders

Summary:

Attachments:

PO 8458.pdf

PURCHASE ORDER

LEHI CITY CORPORATION
153 NORTH 100 EAST
LEHI UT 84043

8458

THS ORDER NUMBER MUST APPEAR ON YOUR INVOICE

2005

ISSUED TO: INTERMOUNTAIN REGIONAL LANDFILL
180 S 100 W # 158
PLEASANT GROVE UT 84062

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

PURCHASE ORDER DATE: 07/30/2026

DEPARTMENT: PW - WATER

QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL	GL ACCOUNT
1.00	Dump Fees	280,000.00	280,000.00	51-50-21-002

TOTAL 280,000.00

COMMENTS/NOTES

The site for the new Public Works Storage Building is a historic dump location. As part of the Hughes General Contractors project, the existing garbage must be removed and taken to the Intermountain Regional Landfill. Lehi City will pay the landfill fees directly to avoid contractor markup. The attached estimate outlines the expected dump fees.

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. ***

July 27, 2026

Total Building Area (SF): 0

001 Alternate

Credit For Dump Fee
Contingent On Credit Of Owner Material Haul Off

DESCRIPTION	QUANTITY	UNIT	TOTAL	SUBCONTRACTOR
31 00 00 EARTHWORK				
Earthwork	1 ls	-	($278,256)	Lakeview Rock Products
TOTAL: 31 00 00 EARTHWORK			**($278,256)**	

SUBTOTAL	**($278,256)**

FEES	QUANTITY	TOTAL
Fee for Overhead	3.00%	($8,976)
Fee for Profit	1.00%	($2,992)
Contractors Contingency	3.00%	($8,976)
FEES SUBTOTAL		**($20,944)**

TOTAL: Credit For Dump Fee [Pending]	**($299,200)**

Agenda Item No: 4.3

City Council Agenda Item Report

Meeting Date: August 11, 2026
Submitted By: Teisha WIlson
Submitting Department:
Item Type: Resolution
Agenda Section: Consent Agenda

Subject:
Consideration of Resolution #2026-48, approving an agreement with Hughes General Contractors for dirt work related to the construction of the Public Works storage building.

Summary:

Attachments:

Res 2026-48.docx

Agreement for Public Works Storage Building (Dirt Work).pdf

Exhiibit A - GMP For Lehi Public Works - Water Storage Building Bid Package 01 Rev 01.pdf

RESOLUTION NO. 2026-48

A RESOLUTION OF THE LEHI CITY COUNCIL APPROVING AN AGREEMENT WITH HUGHES GENERAL CONTRACTORS, INC. FOR PUBLIC WORKS STORAGE BUILDING PACKAGE 01-DIRT WORK

WHEREAS, Lehi City ("City") is undertaking the construction of a Public Works Storage Building; and

WHEREAS, preparation of the project site requires the removal of existing garbage and debris from a historical landfill area and the placement and compaction of engineered fill; and

WHEREAS, the City issued a request for proposals for contractor design assistance and construction services, and Hughes General Contractors, Inc. ("Contractor") submitted a proposal that the City determined to be the lowest responsive and responsible proposal; and

WHEREAS, the Contractor subsequently solicited bids from excavation contractors for the removal of garbage and debris from the former landfill site and replacement of the excavated material with engineered fill; and

WHEREAS, the City and Contractor have negotiated an Agreement for Public Works Storage Building Package 01—Dirt Work, which provides for a not-to-exceed contract amount of **$1,393,816.00**; and

WHEREAS, sufficient funds for the Work and the Agreement were previously approved and appropriated by the Lehi City Council as part of the City's adopted budget; and

WHEREAS, the Lehi City Council finds that approval of the Agreement is in the best interests of the health, safety, and welfare of the residents of Lehi City.

NOW, THEREFORE, BE IT RESOLVED BY THE LEHI CITY COUNCIL OF LEHI CITY, UTAH, AS FOLLOWS:

SECTION 1. Approval of Agreement

The Agreement for Public Works Storage Building Package 01—Dirt Work between Lehi City and Hughes General Contractors, Inc., substantially in the form attached hereto as **Exhibit A**, is hereby approved.

SECTION 2. Contract Amount

The total compensation authorized under the Agreement shall not exceed **$1,393,816.00**, consisting of the base bid and approved alternates and credits identified in the Agreement, unless an increase is subsequently approved in accordance with applicable City policies and procedures.

SECTION 3. Authorization to Execute

The Mayor is hereby authorized to execute the Agreement on behalf of Lehi City, following final review and approval by the City Attorney, and to execute any other documents reasonably necessary to carry out the intent of this Resolution.

SECTION 4. Administrative Changes

The Mayor, City Administrator, Public Works Director, and other authorized City staff may approve and execute minor administrative or technical changes to the Agreement that do not materially alter the scope of work or increase the total authorized contract amount.

SECTION 5. Effective Date

This Resolution shall become effective immediately upon passage.

Approved and Adopted by the City Council of Lehi City, Utah this 11th day of August 2026.

LEHI CITY	ATTEST
_____	_____
Paul Binns, Mayor	Teisha Wilson, City Recorder

“EXHIBIT A”

AGREEMENT FOR PUBLIC WORKS STORAGE BUILDING PACKAGE 01 (DIRT WORK)

THIS AGREEMENT FOR THE PUBLIC WORKS STORAGE BUILDING PACKAGE 01-DIRT WORK ("Agreement") is made and entered into and effective as of the date the last party signs below ("Effective Date") by and between Lehi City, 153 North 100 East, Lehi, Utah 84043 ("City") and Hughes General Contractors, whose principal place of business is located at 900 No. Redwood Road, PO. Box 540700, North Salt Lake, UT 84054 ("Contractor").

WHEREAS, City desires to contract for the removal of existing garbage from the historical landfill and replace and compact engineered fill to prepare the site for the Public Works Storage Building (the "Work"); and

WHEREAS, City issued and RFP for Contractor Design Assistance and Construction Services and Contractor submitted a Response to RFP for Contractor Design Assistance and Construction Services which City determined to be the lowest responsive and most responsible proposal/bid and the City desires to contract with Contractor to perform the Work. Hughes General Contractors then solicited three bids from excavation contractors to perform the removal of garbage and debris from the former dump site and to replace the excavation with engineered fill;

NOW, THEREFORE, in consideration of the premises, the covenants and conditions set forth in this Agreement, and in further consideration of the execution of this Agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, City and Contractor agree as follows:

1. **Scope of Work**. City hereby hires Contractor and Contractor agrees to be bound to the City to perform the Work as described in the Contractor's Response to the Public Works Building Bid Package 01 dated July 27, 2026, attached hereto as Exhibit A, and referred to as the "Contract Documents" and by this reference are incorporated herein and made a part of this Agreement.

2. **Term**. The Work shall commence on the Effective Date and shall be completed no later than three months after the Effective Date of the approved Agreement.

3. **Payment**. City shall pay the base bid total estimate ($1,555,165.00), plus alternate 02 ($63,361.00), plus alternate 03 ($74,490.000), minus alternate 05 ($299,200.00) (credit for dump fee to be paid directly by the city) for a not to exceed

amount of $1,393,816.00 paid monthly upon invoice of completed work to date.

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

5. **Withholding Payment for Defective Performance**. The City may withhold or, on account of subsequently discovered evidence, nullify the whole or part of any of the Payment to the extent that the City reasonably determines such withholding is necessary to protect itself from loss or liability on the account of defective or incomplete performance by Contractor, including but not limited to defective goods or services not remedied, or any other failure to comply with the terms and conditions of this Agreement.

6. **Termination**. The City may terminate this Agreement at any time if, in the sole discretion of the City, Contractor's performance under this Agreement is unsatisfactory, Contractor fails to perform its duties and obligations required by this Agreement with diligence or within the time specified herein, or Contractor has otherwise materially breached this Agreement.

6.1 Before terminating this Agreement if Contractor's performance is unsatisfactory, the City shall first provide written notice to Contractor of the City's intention to terminate this Agreement. The notice of termination must be provided by City to Contractor at least seven (7) calendar days prior to termination. After receiving such notice of termination from City, Contractor shall have the next five (5) working days in which to cure any deficiency noted by the City. If Contractor adequately cures any such deficiency to the sole satisfaction of the City, this Agreement shall continue. However, in the event Contractor fails to adequately cure any such deficiency, this Agreement shall terminate and Contractor shall be liable for any resulting damages associated with the deficiency and breach of this Agreement. The City may pursue any such damages through all available means, whether in law or in equity, or both.

6.2 The City may, in its sole discretion, terminate, suspend, or abandon this Agreement without cause at any time by providing written notice to

Contractor of the City's intention to terminate this Agreement without cause. The notice of termination shall be provided by the City to Contractor at least seven (7) calendar days prior to termination.

6.3 Any Work which Contractor has completed or performed prior to the date of any termination, suspension, or abandonment shall be recorded and tangible work documents shall be transferred to, and become the sole property of, the City. If the City has terminated this Agreement without cause, then subsequently requests Contractor to recommence its performance of the Work after more than three (3) months from the date of termination, the consideration payment amount shall be subject to renegotiation at the request of either party hereto.

If City terminates this Agreement without cause, Contractor shall be paid a pro rata portion of the Payment for the reasonable value of the Work that Contractor has completed or performed prior to the date of termination.

6.4 If the Lehi City Council decides not to appropriate a sufficient amount to fund the consideration payment, this Agreement shall be void and of no further force or effect. In the event of such non-appropriation of resources, the City shall be relieved of all of its obligations contemplated by this Agreement, including but not limited to the Payment. In the event of such non-appropriation of resources, Contractor shall be entitled to payment for all services performed prior to being notified of the non-appropriation event.

7. **Taxes**.

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

8. **Indemnification and Insurance**.

8.1 Contractor shall be solely responsible for any damage or injury which it, or its employees, agents, subcontractors, independent contractors, and the like may cause in the performance of this Agreement. Consequently, to the fullest extent permitted by law, Contractor shall indemnify, defend, and hold harmless the City, any subsidiary or affiliate of the City, and its past, present and future agents, representatives, and employees from and against all claims, damages, lawsuits, losses, liabilities, liens, cost, citations, penalties, fines and expenses, including but not limited to attorneys' fees, arising out of or resulting

from Contractor's performance of this Agreement, provided that such claims, damages, losses, liabilities, liens, costs, citations, penalties, fines, and expenses are caused in whole or in part by any negligent, grossly negligent, reckless, or intentional act or omission attributable in any way to Contractor, or its employees, agents, subcontractors, independent contractors, and the like, or anyone directly or indirectly employed by Contractor or any subcontractor, or any party for whose acts Contractor may be liable, regardless of whether liability is imposed upon such party. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity, which may otherwise exist in favor of the City. In any and all claims against the City, or any subsidiary or affiliate, or any of its past, present or future agents, representatives, or employees, by Contractor, or its current or former employees, agents, subcontractors, independent contractors, and the like, or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this paragraph shall not be limited in any way by the amount or types of damages, compensations, or benefits payable by or for Contractor, or any subcontractor, worker's compensation acts, disability benefit acts, or other employee benefit acts.

8.2 Contractor, at its own expense, shall provide: Workers' Compensation Insurance: Statutory workers' compensation insurance (Part A). Such insurance shall also include employer's liability (Part B) insurance in a limit of not less than $1,000,000 for each: accident, disease and employee. Rights of subrogation against the city shall be waived.

8.3 Contractor, at its own expense, shall maintain General Liability Insurance: Commercial General Liability insurance written on an occurrence basis, arising out of claims for bodily injury (including death), property damage, products liability, completed operations liability, personal injury, advertising injury, damage to premises rented to you, with not less than $3,400,000 per occurrence and $3,400,000 aggregate, with the contractor naming the City as Additional Insured for ongoing and completed operations, on a primary and non-contributory basis, with rights of subrogation against the city waived.

8.4 Contractor, at its own expense, shall maintain automobile liability insurance with bodily injury and death limits of at least $2,000,000 each accident. Such benefits and coverage shall not be deemed to limit Contractor's liability under this Agreement. It is intended by this Section that the requirements set forth herein will satisfy applicable minimum requirements under Utah law. However, in the event that the foregoing requirements do not satisfy applicable

Utah law, Contractor must maintain automobile liability insurance in amounts satisfying applicable Utah law.

8.5 Contractor, at its own expense, shall maintain Contractors Professional Liability (Errors & Omissions) Insurance: Professional Liability Insurance for Contractor's liability arising out of the rending of professional services, including faulty workmanship, or any other professional service, including construction management and design related work, with limits not less than $1,000,000 per occurrence and $1,000,000 aggregate.

8.6 Before commencing the Work, and at any time thereafter upon written request by the City, Contractor shall furnish the City with a copy of certificates of insurance as evidence that policies providing the coverage required by this Agreement are in effect. The City reserves the right to require complete, certified copies of all required insurance policies, with all endorsements, at any time.

8.7 All insurance required by this Agreement, with the exception of worker's compensation and employer's liability policies, shall include the City, its directors, officers, agents, and employees as additional insured persons with respect to the activities of Contractor in the performance of this Agreement, or that of its employees, agents, subcontractors, independent contractors, and the like. Any certificate presented as evidence of insurance shall specify the date when such benefits and insurance expire. Unless a different length of time is expressly set forth in this Agreement, Contractor shall maintain any insurance required by this Agreement until after the Work has been fully performed by Contractor, and subsequently approved and accepted by the City. Contractor shall provide the City with written notice at least sixty (60) days in advance of any cancellation, termination, or material alteration of said policies of insurance.

9. **Performance, Payment, and Warranty Bonds or Letters of Credit.**

9.1 Prior to commencing work on the Scope of Service, Contractor must provide the City with a performance bond and a payment bond for 100% of the contract amount. The completed performance bond and payment bond are attached hereto as Exhibit B. In the event that Contractor fails to provide a performance bond and a payment bond within 10 days of the Effective Date, this Agreement shall be void.

9.2 The purpose of the performance bond and payment bond are to guarantee the proper completion by Contractor of the Work as contemplated by this Agreement and prompt payment to subcontractors; if any.

9.3 The performance bond and payment bond shall remain valid until the City approves of and accepts the Work, as set forth in Section 9.6.

9.4 Prior to the City's approval and acceptance of the Work, Contractor must provide the City with a warranty bond/warranty letter of credit in the amount of 10% of the Payment. The completed warranty bond/warranty letter of credit is attached as Exhibit C.

9.4.1 The purposes of the warranty component of the performance bond is to guarantee that the Work:

(A) complies with this Agreement; and

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

9.5 The warranty component of the performance bond shall remain valid for the entire Warranty Period.

9.6 Approval and acceptance of the Work shall be deemed to have occurred when each of the following events have been satisfied:

(A) Contractor provides written notice to the City that Contractor considers the Work to be complete.

(B) The City provides written approval and acceptance of the Work, or fails to provide a written response to Contractor, within thirty (30) days after receiving the notification contemplated by Section 9.6(A), indicating the additional work which the City considers incomplete pursuant to this Agreement.

10. **Representations and Warranties.**

10.1 Each party represents that:

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

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

10.2 Contractor represents and warrants that:

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

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

10.2.3. Contractor shall perform its obligations required by this Agreement in a manner consistent with applicable professional and technical standards for Work of a similar and comparable nature, and shall ensure that the implementation thereof is also performed in an applicable professional, technical, and workman-like manner. Contractor shall correct any defect in its performance at no additional cost to the City. Upon request by the City, Contractor must be able to summarize and concisely report

pertinent information associated with this Agreement and the performance thereof to the City in a timely manner. Contractor shall not make any alterations or variations in or additions to, or omissions from, its duties and obligations contemplated by this Agreement, without the prior written consent of the City

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

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

Notwithstanding the above, Contractor agrees that, except as directed by the City, Contractor shall not at any time during or after the term of this Agreement disclose to any person or entity any information or document provided by the City which the City has designated as "confidential" or "private." Upon the conclusion or termination of this Agreement, Contractor shall turn over to the City all documents, papers, and other matter, including copies thereof, which are in Contractor's possession or control, and which are designated "confidential" or "private." Contractor further agrees to bind its employees and any sub-contractors to the terms and conditions of this Section 11.

12. **Authority**. Each individual signing this Agreement warrants and represents that he or she has been authorized by appropriate action of the party which he or she represents and has authority to enter into this Agreement on behalf of the party.

13. **Notice.**

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

To the City:	To Contractor:
Lehi City Corporation	Hughes General Contractors

Attn: Dave Norman
153 N 100 E
Lehi, Utah 84043
Lehi, Utah 84043

Attn: Mike Nicholes,
900 No. Redwood Road
PO Box 540700
North Salt Lake, Utah 84054

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

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

15. **Non-Waiver**. No failure to exercise and no delay in exercising any right, remedy, or power under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right, remedy, or power under this Agreement preclude any other or further exercise thereof, or the exercise of any other right, remedy or power provided herein or by law or in equity.

16. **Binding Effect**. This Agreement is binding upon the parties and their proper and allowable heirs, legatees, representatives, successors, and assignees.

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

18. **Amendments**. This Agreement may not be modified, amended, or terminated, except by an instrument in writing.

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

20. **Force Majeure**. Neither party shall be liable for any failure or delay in performing an obligation under this Agreement that is due to causes beyond its

reasonable control, such as natural catastrophes, governmental acts or omissions, laws or regulations, labor strikes or difficulties, pandemics, transportation stoppages or slowdowns or the inability to procure parts or materials. If any of these causes continue to prevent or delay performance for more than 180 days, the non-delaying party may terminate this Agreement, effective immediately upon notice to the delaying party.

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

22. **Governing Law**. This Agreement shall be construed in accordance with the laws of the State of Utah.

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

Dated the _____ day of _____, 2026.

Hughes General Contractors, Inc.

_____
By: Kendall Smith
Its: Vice President
DOPL # 5032616-5501

STATE OF UTAH)
: ss.
COUNTY OF SALT LAKE)

On this _____ day of _____, 2026, personally appeared before me _____, 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 _____ of Hughes General Contractors and that said document was signed by him/her in behalf of said 900 No. Redwood Road, PO Box 540700, North Salt Lake, UT 84054 by Authority of its Articles of Organization, Operating Agreement, or Resolution of its Members/Managers and said _____ acknowledged to me that said Company executed the same.

Witness my hand and official seal.

_____
(notary signature)

Dated the _____ day of _____, 2026.

Lehi City Corporation

_____
Mayor Paul Binns

Attest:

_____
Teisha, Wilson, City Recorder

EXHIBIT A – Contract Documents

EXHIBIT B – Performance Bond and Payment Bond

HUGHES
GENERAL CONTRACTORS

July 27, 2026

Dave Norman
LEHI PUBLIC WORKS
2538 North 300 West
Lehi, UT 84043

RE: Lehi Public Works – Water Storage Building Bid Package 01 – GMP

Dear Mr. Norman,

Hughes General Contractors, Inc. (contractor) is pleased to present to you the Guaranteed Maximum Price (GMP) for Lehi Public Works – Water Storage Building Bid Package 01 located in Lehi Utah with contractor bids from July 10th, 2026. All labor, materials, and equipment required for construction of this facility have been included. This project has been bid to include taxes.

Attached, you will find a copy of our cost breakdown showing dollar amounts for each portion of work. The GMP amount for Bid Package 01 combined is **$1,555,165** This includes the Scope of Work Clarifications, Allowances, the Geotechnical Report provided by GeoStrata dated May 18th, 2026 and the construction plan set dated June 22nd, 2026. We have provided a copy of the bid tabulation sheet for your reference. If desired, a copy of the individual bids can be provided upon request.

Scope of Work Clarifications:

- All permit and fee costs will be paid for by the owner.
- Builders Risk will be provided by the owner.
- Utility connections or impact fees will be provided by the owner. Costs for re-inspections of work not done correctly to be by the contractor.
- Special Inspections are provided and paid for by the owner; however, the scheduling of these inspections will be performed by the Contractor. Costs for re-inspections of work not done correctly to be by the contractor.
- The geotechnical engineering study dated May 18, 2026 is provided and paid for by the owner. Any inspections by the geotechnical engineer are to be scheduled and coordinated by the owner.
- Install SWPPP and all BMP related items in preparation for site disturbance and construction operations.
- Demolish all required existing site elements both above grade and below grade at proposed building pad and adjacent areas as shown to allow for excavation work to commence.
- Install temporary storm drain pipe and modifications to existing storm drain system as shown.
- Existing utility lines to be maintained throughout construction. These service lines shall be maintained and in service throughout the course of construction.
- Existing fueling stations shall remain active and accessible during and throughout construction.
- Excavate undocumented fill down to native soils for the building pad per the geotechnical report. Undocumented fill ranges from a depth of eight feet to twenty-five feet below existing grade.
- Assumed excavation will be dug at a 1:1 slope

Corporate Office
900 No. Redwood Road
P.O. Box 540700
North Salt Lake, UT 84054
Fax (801) 295-0530
Phone: (801) 292-1411

St. George Office
62 West Industrial Road
Washington, UT 84780
Fax (435) 628-0328
Phone: (435) 628-0047

- Haul and dispose of excavated undocumented landfill material to approved landfill location. All dump fees shall be included in base bid.
- Import, place and compact structural fill material as specified. (3/4" Structural Fill Material)
- Haul, place and compact owner supplied crushed concrete material from onsite stockpile location. Approximately 4700 cuyd of material is available for contractor use.
- We have included a $300,000 allowance has been included for additional excavation, hauling, dump fees, import fill, compaction, existing utility protection, shoring and stabilization.
- We have included a $15,000 allowance for relocation of existing electrical service line to fuel island.

Alternate 1 – To be bid in Bid Package 2. Not a part of this bid package

Alternate 2

1. Cost to haul and stockpile excavated undocumented landfill material and undocumented soil to on site owner specified location east of work area in lieu of hauling and disposing of undocumented material to off site landfill.
   ADDITIVE TOTAL COST – $63,362

Alternate 3

1. Standalone cost to screen all stockpiled excavated undocumented material to separate soils for reuse as grading fill from landfill material. This alternate is contingent on Alternate 1 being accepted.
   ADDITIVE TOTAL COST - $74,791

Alternate 4

1. Credit for cost of hauling excavated landfill material to approved landfill location. (Do not include dump fees as part of this credit – see Alternate 4). This subcontractor will still be required to load materials into Owner trucks. This alternate is to provide option for Lehi City to haul the material with their own forces.
   CREDIT TOTAL COST – $175,691

Alternate 5

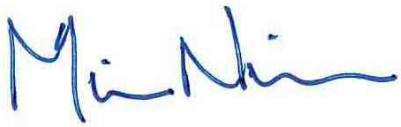
1. Standalone credit for cost of dump fees included in base bid associated with disposing of existing landfill material at approved landfill. This alternate is to provide option for Lehi City to pay the dump fees direct.
   CREDIT TOTAL COST – $299,200

Unit Prices

1. Excavation of undocumented soils. Price per cuyd is $5.79
2. Import, place and compact structural fill. Price per ton is $18.30
3. Place, haul and compact suitable soils that have been excavated from building pad, and screened and stockpiled. Price per cuyd is $10.30

These scope of work clarifications listed above have been reviewed, approved, and agreed upon by the owner, architect, and contractor. If you need any additional information, clarifications, or have any questions, please do not hesitate to contact me.

Sincerely,



HUGHES GENERAL CONTRACTORS, INC.

Mike Nicholes
Project Executive
mike@hughesgc.com
801-860-1505

HUGHES
GENERAL CONTRACTORS

	Lakeview Rock Products	Jones Excavating	Suncore
Base Bid	$ 1,057,653	$ 1,809,050	$ 2,520,058
Alternate 01	N/A		
Alternate 02	$ 58,926	$ 136,321	$ 378,668
Alternate 03	$ 69,276	$ 148,528	$ 226,070
Alternate 04	$ (163,392)	$ (193,742)	$ (949,494)
Alternate 05	$ (278,256)	$ (330,289)	$ (284,844)
Unit Price 01	$5.79/CY	No Pricing Provided	$8.00/CY
Unit Price 02	$18.30/TON	No Pricing Provided	$21.50/TON
Unit Price 03	$10.30/CY	No Pricing Provided	$22.00/CY

Alternate Description

Alternate 02: Cost to haul and stockpile excavated undocumented landfill material and undocumented soil to on site owner specified location east of work area in lieu of hauling and disposing of undocumented material to off site landfill.

Alternate 03: Stand alone cost to screen all stockpiled excavated undocumented material to separate soils for reuse as grading fill from landfill material. This alternate is contingent on alternate 02 being accepted.

Alternate 04: Provide credit for cost of hauling excavated landfill material to approved landfill location. (Do not include dump fees as part of this credit – see Alternate 4). This subcontractor will still be required to load materials into Owner trucks. This alternate is to provide option for Lehi City to haul the material with their own forces.

Alternate 05: Provide standalone credit for cost of dump fees included in base bid associated with disposing of existing landfill material at approved landfill. This alternate is to provide option for Lehi City to pay the dump fees directly.

Unit Price Description

Unit Price 01: Excavation of undocumented soils. Price per cuyd.

Unit Price 02: Import, place and compact structural fill. Price per ton.

Unit Price 03: Place, haul and compact suitable soils that have been excavated from building pad, and screened and stockpiled. Price per cuyd.

HUGHES GENERAL CONTRACTORS

July 27, 2026

Total Building Area (SF): 0

DESCRIPTION	TOTAL
01 00 00 GENERAL REQUIREMENTS	$68,650
31 00 00 EARTHWORK	$1,372,653
BASE ESTIMATE SUBTOTAL	**$1,441,303**

FEES	QUANTITY	TOTAL
Fee for Overhead	3.00 %	$46,655
Fee for Profit	1.00 %	$15,552
Preconstruction Fee		$5,000
Contractors Contingency	3.00 %	$46,655
TOTAL FEES		**$113,862**

BASE ESTIMATE TOTAL COST	$1,555,165

July 27, 2026 Total Building Area (SF): 0

DESCRIPTION	QUANTITY		UNIT	TOTAL	SUBCONTRACTOR
01 00 00 GENERAL REQUIREMENTS					
Site Signage	1.00	ls	-	$3,500	
Mobilization	1.00	ls	-	$9,500	
Office Trailer & Furnishings	1.00	ls	-	$2,200	
Telehandler	1.00	ls	-	$3,500	
Temp Power Set Up & Temp Power Generation	1.00	ls	-	$10,000	
Drinking Water	1.00	ls	-	$750	
Chemical Toilets	1.00	ls	-	$600	
Dumpster/Waste Removal	1.00	ls	-	$900	
Jersey Barriers	1.00	ls	-	$18,000	
Temporary Construction Entry Gate	1.00	ls	-	$4,000	
Temporary Fence	1.00	ls	-	$8,500	
Safety Supplies & PPE	1.00	ls	-	$2,000	
Security Camera	1.00	ls	-	$5,200	
TOTAL: 01 00 00 GENERAL REQUIREMENTS				**$68,650**	
31 00 00 EARTHWORK					
Additional Excavation, Import, & Existing Utility Protection	1.00	allow	-	$300,000	Allowance
Earthwork, Site Demolition & SWPPP	1.00	ls	-	$1,057,653	Lakeview Rock Products
Relocate Power To Owner Fuel Island	1.00	allow	-	$15,000	Allowance
TOTAL: 31 00 00 EARTHWORK				**$1,372,653**	

July 27, 2026 Total Building Area (SF): 0

ALTERNATES SUMMARY	STATUS	TOTAL
001 Alternate		
Credit For Dump Fee	Pending	($299,200)
Credit To Have Owner Haul Off Material	Pending	($175,690)
Screen Stockpiled Undocumented Fill	Pending	$74,490
Stockpile Undocumented Fill and Landfill Material In Lieu Of Disposing	Pending	$63,361

001 Alternate

Credit For Dump Fee
Contingent On Credit Of Owner Material Haul Off

DESCRIPTION	QUANTITY	UNIT	TOTAL	SUBCONTRACTOR
31 00 00 EARTHWORK				
Earthwork	1 ls	-	($278,256)	Lakeview Rock Products
TOTAL: 31 00 00 EARTHWORK			**($278,256)**	

SUBTOTAL	**($278,256)**

FEES	QUANTITY	TOTAL
Fee for Overhead	3.00%	($8,976)
Fee for Profit	1.00%	($2,992)
Contractors Contingency	3.00%	($8,976)
FEES SUBTOTAL		**($20,944)**

TOTAL: Credit For Dump Fee [Pending]	**($299,200)**

July 27, 2026 Total Building Area (SF): 0

001 Alternate

Credit To Have Owner Haul Off Material

DESCRIPTION	QUANTITY	UNIT	TOTAL	SUBCONTRACTOR
31 00 00 EARTHWORK				
Earthwork	1 ls	-	($163,392)	Lakeview Rock Products
TOTAL: 31 00 00 EARTHWORK			**($163,392)**	

SUBTOTAL	**($163,392)**

FEES	QUANTITY	TOTAL
Fee for Overhead	3.00%	($5,271)
Fee for Profit	1.00%	($1,757)
Contractors Contingency	3.00%	($5,271)
FEES SUBTOTAL		**($12,298)**

TOTAL: Credit To Have Owner Haul Off Material [Pending]	**($175,690)**

July 27, 2026 Total Building Area (SF): 0

001 Alternate

Screen Stockpiled Undocumented Fill
Contingent On Stockpile Alternate

DESCRIPTION	QUANTITY	UNIT	TOTAL	SUBCONTRACTOR
31 00 00 EARTHWORK				
Earthwork	1 ls	-	$69,276	Lakeview Rock Products
TOTAL: 31 00 00 EARTHWORK			**$69,276**	

SUBTOTAL	**$69,276**

FEES	QUANTITY	TOTAL
Fee for Overhead	3.00%	$2,235
Fee for Profit	1.00%	$745
Contractors Contingency	3.00%	$2,235
FEES SUBTOTAL		**$5,214**

TOTAL: Screen Stockpiled Undocumented Fill [Pending]	**$74,490**

001 Alternate

Stockpile Undocumented Fill and Landfill Material In Lieu Of Disposing

DESCRIPTION	QUANTITY	UNIT	TOTAL	SUBCONTRACTOR
31 00 00 EARTHWORK				
Earthwork	1 ls	-	$58,926	Lakeview Rock Products
TOTAL: 31 00 00 EARTHWORK			**$58,926**	

SUBTOTAL	**$58,926**

FEES	QUANTITY	TOTAL
Fee for Overhead	3.00%	$1,901
Fee for Profit	1.00%	$634
Contractors Contingency	3.00%	$1,901
FEES SUBTOTAL		**$4,435**

TOTAL: Stockpile Undocumented Fill and Landfill Material In Lieu Of Disposing [Pending]	**$63,361**

The General Conditions presented herein have been updated from the original proposal and reflect Hughes General Contractors' current understanding of the project requirements, site conditions, temporary facility needs, security measures, utility requirements, and construction logistics. The original proposal was developed during procurement when limited project information was available. Consistent with the Owner's request, Hughes has refined these costs to reflect the specific resources, facilities, and infrastructure required to safely establish, manage, secure, and administer the project.

While this initial bid package is limited to approximately eight weeks of over-excavation activities, several General Conditions items established during this phase will remain in service and continue to support future phases of construction. These project-duration investments include site security measures, access control infrastructure, temporary fencing, jersey barriers, project signage, and temporary power distribution systems. Establishing these systems during the initial phase provides continuity of site operations, enhances safety and security, and reduces future mobilization costs.

The remaining General Conditions costs are directly associated with supporting the over-excavation operations and have been budgeted only for the anticipated duration of this package. These costs include temporary field administration facilities, sanitation requirements, worker support services, equipment necessary for site establishment, and related project management resources.

Collectively, the General Conditions budget represents Hughes' best estimate of the actual costs required to establish, maintain, secure, and administer the project in accordance with the Contract Documents, applicable safety regulations, and the Owner's operational requirements. The costs are not attributable to any single trade scope but instead provide essential project-wide benefits that support the safe, efficient, and successful execution of the work.

Mobilization - *$9,500 entire project duration*

Mobilization includes the costs associated with establishing and removing the contractor's presence on the project site for the over-excavation phase of work. This scope includes project startup activities, site logistics planning, transportation of equipment, installation of temporary project infrastructure, safety implementation, and final demobilization upon completion of the work. Mobilization is necessary to safely and efficiently establish site operations and support successful execution of the project.

Office Trailer & Furnishings - *$2,200 over-excavation phase only*

This cost includes the rental, delivery, setup, maintenance, utility connections, and removal of the project office trailer, along with the furnishings and equipment necessary to support on site construction operations. The office facility provides workspace for the superintendent, project manager/engineer, owner meetings, coordination meetings, document management, schedule updates, safety administration, quality control activities, and project record keeping. Maintaining a dedicated on-site office improves communication, expedites issue resolution, enhances project oversight, and supports the efficient execution of the work. These costs are project-specific and required to administer the project in accordance with the contract documents.

Telehandler - *$3,500 over-excavation phase only*

This cost includes the rental, transportation, fueling, and operation support of a 9,000-pound capacity telehandler utilized for unloading, staging, and installation of temporary construction facilities including jersey barriers, access gate, and related site logistics components for this initial bid package. The equipment supports the safe and efficient establishment of the construction site and is utilized during initial mobilization activities and site setup operations. Because the telehandler provides shared support functions benefiting the project as a whole, the associated costs are included within General Conditions.

Site Signage - *$3,500 entire project duration*

This cost includes the fabrication, installation, maintenance, periodic replacement, and removal of project-specific signage required throughout the construction duration. Signage includes project identification signs, safety and OSHA-required notices, emergency contact information, restricted access signage, directional signage, and other communications necessary to support safe and efficient project operations. These signs provide important safety information to workers, visitors, inspectors, and the public, and support compliance with regulatory and contract requirements. Because the signage benefits the project as a whole and remains in service throughout construction, the associated costs are included within General Conditions.

Jersey Barriers - *$18,000 entire project duration*

This cost includes delivery, installation, rental, maintenance, relocation as required, and removal of approximately 577 linear feet of temporary concrete jersey barriers utilized to secure the construction site and separate construction operations from adjacent public areas, traffic routes, and owner activities. The barriers provide critical protection for workers, visitors, and vehicles, while supporting site security, access control, and overall project safety throughout the construction period.

Temporary Fence - $8,500 *entire project duration*

This cost includes delivery, installation, maintenance, rental, and relocation and removal as required for temporary 6’ chain link fence along the north and east sides of the project site. The temporary fence adds another layer of safety and security to keep the public safe throughout the construction period.

Temporary Construction Entry Gate - *$4,000 entire project duration*

This cost includes the procurement or rental, installation, maintenance, security hardware, operation, and removal of a temporary 40-foot-wide construction access gate utilized to control entry and exit of construction personnel, equipment, material deliveries, and authorized visitors. The gate serves as a key component of the project's site security and logistics plan, helping prevent unauthorized access, protect owner property, maintain safe operations, and support efficient management of construction traffic throughout the duration of the project.

Chemical Toilets - *$600 over-excavation phase only*

This cost includes the delivery, rental, weekly servicing, cleaning, restocking, maintenance, and removal of portable restroom facilities required to support construction personnel during the over-excavation phase of work. The facilities provide sanitary accommodations in accordance with OSHA requirements and project safety standards. Regular servicing ensures the units remain clean, functional, and available for use during this initial bid package. These facilities support all workers on site and are included as a General Conditions expense.

Drinking Water - *$750 over-excavation phase only*

This cost includes the purchase, delivery, stocking, and replenishment of potable drinking water and associated hydration supplies for construction personnel for over excavation phase of work. Providing readily accessible drinking water supports worker health, safety, and productivity and is required to maintain compliance with applicable workplace safety standards. Water supplies are made available to all project personnel and support overall project operations; therefore, the associated costs are included within General Conditions.

Temp Power Set up and Temp Power Generation - *$10,000 over-excavation phase only*

This cost includes labor, materials, temporary electrical distribution equipment, feeder cables, disconnects, overcurrent protection, testing, maintenance, and removal required to provide temporary electrical service for construction operations during the over excavation phase of the project. The temporary power system will connect to an existing owner-provided electrical source and distribute power to the project office trailer and temporary fuel facility. Temporary power supports project administration, communications, fueling operations, safety requirements, and overall construction activities during the project duration. These costs are included within General Conditions because the temporary power infrastructure benefits the project as a whole and is not attributable to a single trade scope.

Security Camera - *$5,200 over-excavation phase only*

This cost includes the delivery, installation, rental, monitoring, cellular communications, maintenance, and removal of a stand alone trailer mounted security camera system utilized during the over-excavation phase of the project. The system provides remote surveillance of the construction site, helping to deter theft, vandalism, trespassing, and unauthorized access. The camera trailer protects construction equipment, temporary facilities, fencing, barriers, and work in place while supporting overall site safety and security. Because the system benefits all project operations and supports risk mitigation for the project as a whole, the associated costs are included within General Conditions.

Dumpster/Waste Removal - *$900 over-excavation phase only*

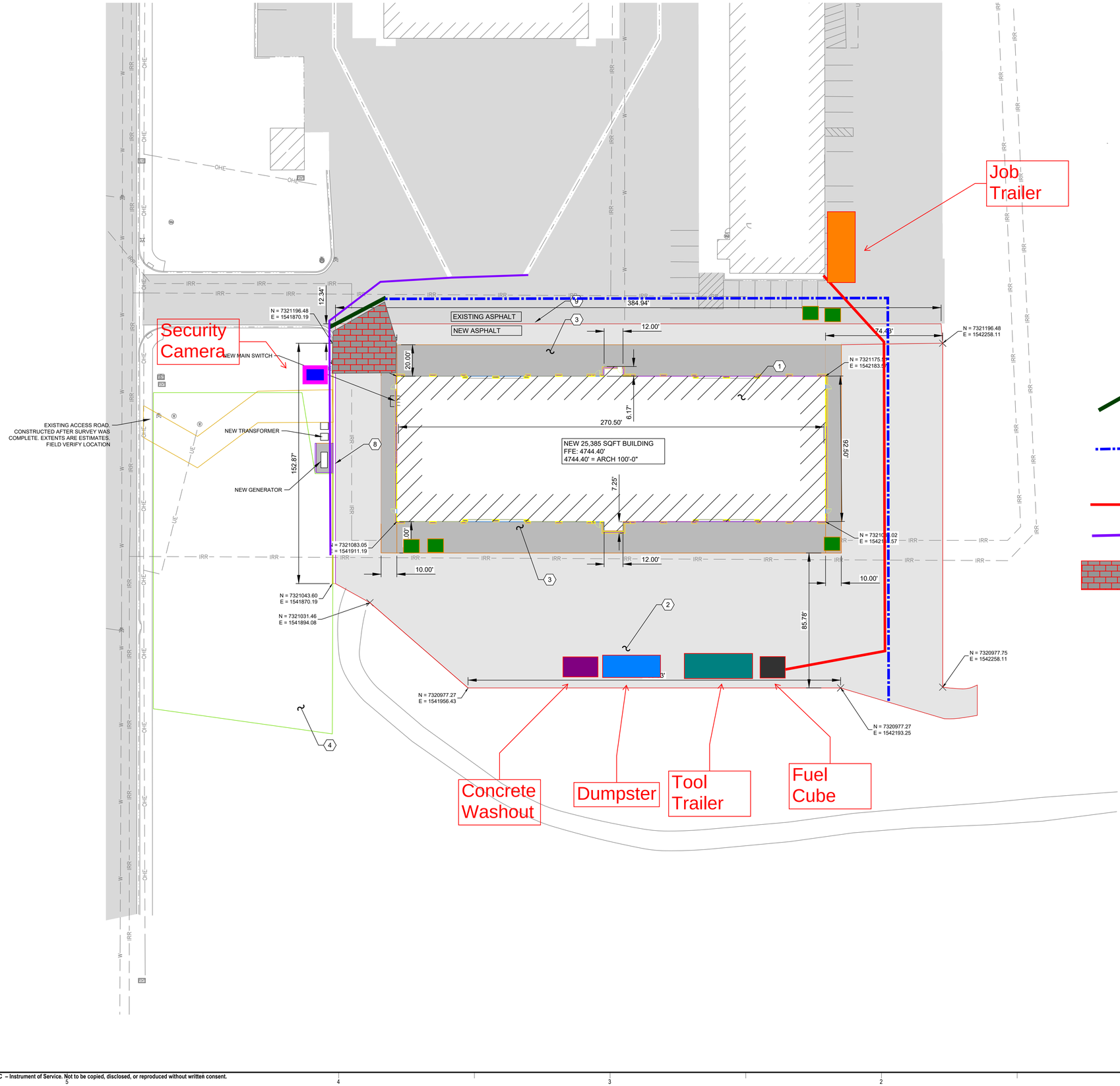
This cost includes the rental, servicing, hauling, disposal fees, and removal of waste containers necessary to support housekeeping and waste management during the over-excavation phase of the project. Services provide for the collection and disposal of construction-related trash, safety consumables, and miscellaneous debris generated by

project personnel. Proper waste management supports site safety, cleanliness, regulatory compliance, and efficient project operations. Because these services benefit all project participants and support overall site management, the associated costs are included within General Conditions.

Safety Supplies & PPE - $2,000 *entire project duration*

This cost includes the procurement, maintenance, inspection, and replenishment of project-specific safety supplies and personal protective equipment required to support safe construction operations. Typical items include first aid supplies, fire extinguishers, visitor PPE, safety glasses, high-visibility vests, traffic control devices, barricades, caution tape, spill response materials, and other safety-related consumables necessary to comply with OSHA requirements and project-specific safety standards. These materials support workforce protection, emergency preparedness, hazard mitigation, and site safety management, and therefore are appropriately included within General Conditions.

Total General Conditions for Bid Package 1 – Building Pad Over-excavation **$68,650**



Gate
Jersey Barrier & Temp Fence
Temp Power
Temp SD Line
SWPPP Entrance
Toilet

NORTH

30 0 30 60
Scale in Feet

CONSTRUCTION NOTES

1. NEW BUILDING, FFE: 4744.40
2. NEW ASPHALT PAVEMENT, SEE 2 / C701
3. NEW CONCRETE PAVEMENT, SEE 2 / C701
4. NEW LANDSCAPE AREA, SEE ARCHITECTURAL PLANS
5. NOT USED
6. NOT USED
7. NOT USED
8. NEW CURB AND GUTTER, SEE 1 / C701
9. SAW CUT EXISTING ASPHALT

Galloway
577 S 200 E
Salt Lake City , UT 84111
O: 801.533.2100
Galloway & Company, LLC

PROFESSIONAL ENGINEER
NO. 7262759-2202
RUSSELL SPRAGUE
STATE OF UTAH

AES2

LEHI PUBLIC WORKS - WATER DEPT
STORAGE BLDG
2538 North 300 West
Lehi, UT 84043

#	Date	Issue/Description
1	6/24/2026	REV 1
2	6/26/2026	REV 2

Project No: 00000
Drawn By: Author
Checked By: Checker

SITE PLAN

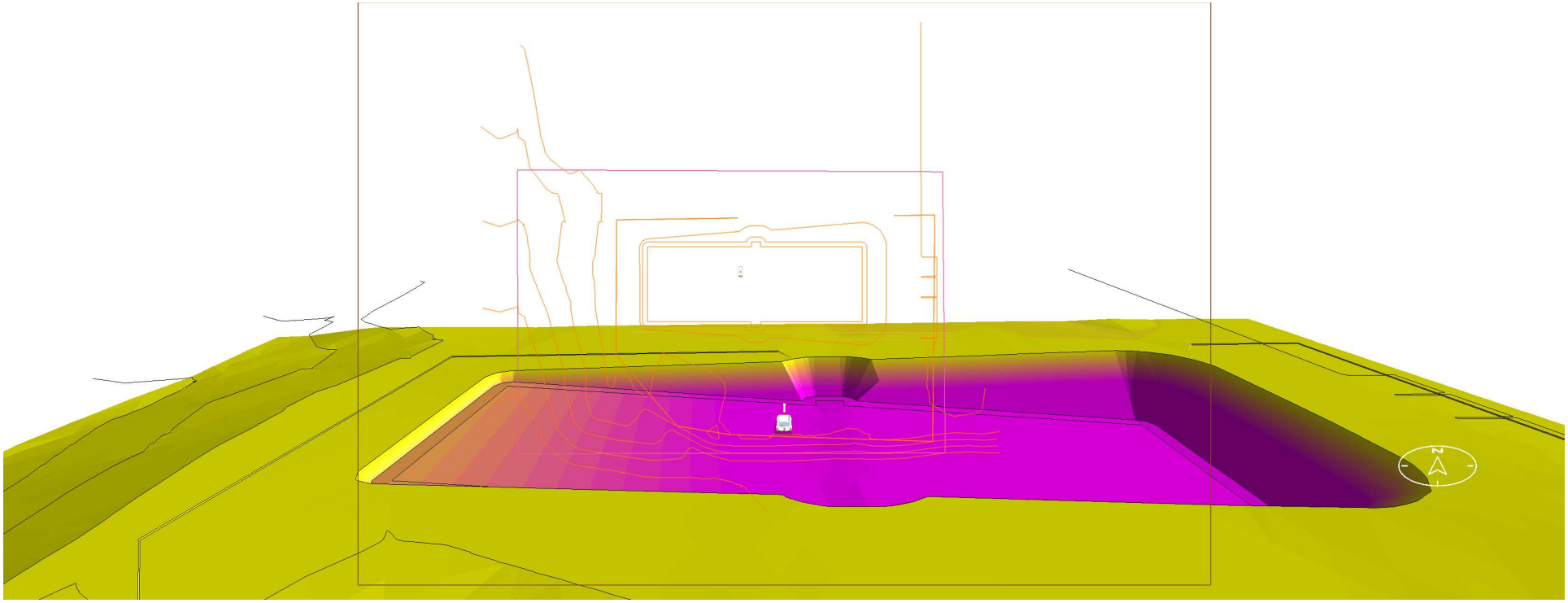
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6/22/2026 7:41 PM

BID SET

Autodesk Docs://LEH000004-LEH-UT-Lehi-Water-Dept-Storage-(BI)-R25/LEH000002-AE-3D-WATER-DEPT.rvt



CONSTRUCTION TESTING & ENGINEERING, INC.
P.O. BOX 271125, SALT LAKE CITY, UTAH 84127-1125
(801) 972-4001 • Construction.Testing@gmail.com

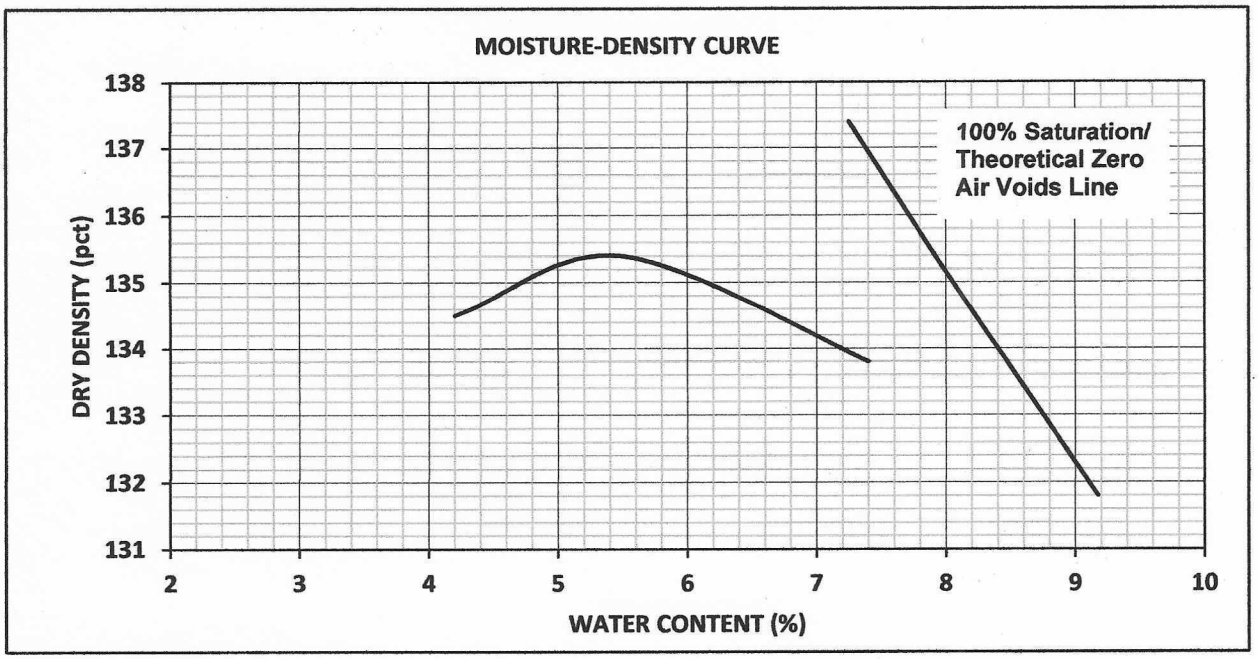
SOIL MOISTURE-DENSITY RELATIONSHIP

CLIENT:	Lakeview Rock Products	**DATE:**	March 13, 2026, Fri.
PROJECT:	QC Testing	**WORK ORDER:**	2598
CONTRACTOR:	Lakeview Rock Products	**FILE:**	125-26
TEST METHOD:	ASTM D 1557-91 / AASHTO T-180, Method C		
PROCTOR DATA			
SOURCE OF MATERIAL:	Pit stockpile		
MAXIMUM DRY DENSITY (lbs/cu ft):	**135.4**		
OPTIMUM MOISTURE CONTENT (%):	**5.4**		
MOISTURE CONTENT AS RECEIVED (%):	4.2		

QUALITATIVE / PHYSICAL SOIL DESCRIPTION (ASTM D 2487 / D 2488): 3/4" Random Fill Material:

Coarse-grained soil comprised of 42.2% well-graded, predominantly angular sand; 33.4% well-graded, fine (-3/4") subangular to angular gravel; and 24.4% non-plastic silt. Soil color: Medium tan at optimum moisture; light tan when dry.

Note: See related/attached sieve analysis test report (pg 2).



CONSTRUCTION TESTING & ENGINEERING, INC.
CERTIFIED TEST REPORT:

David K. Megeath, Manager

CONSTRUCTION TESTING & ENGINEERING, INC.
P.O. BOX 271125, SALT LAKE CITY, UTAH 84127-1125
(801) 972-4001 • Construction.Testing@gmail.com

SOILS TEST REPORT

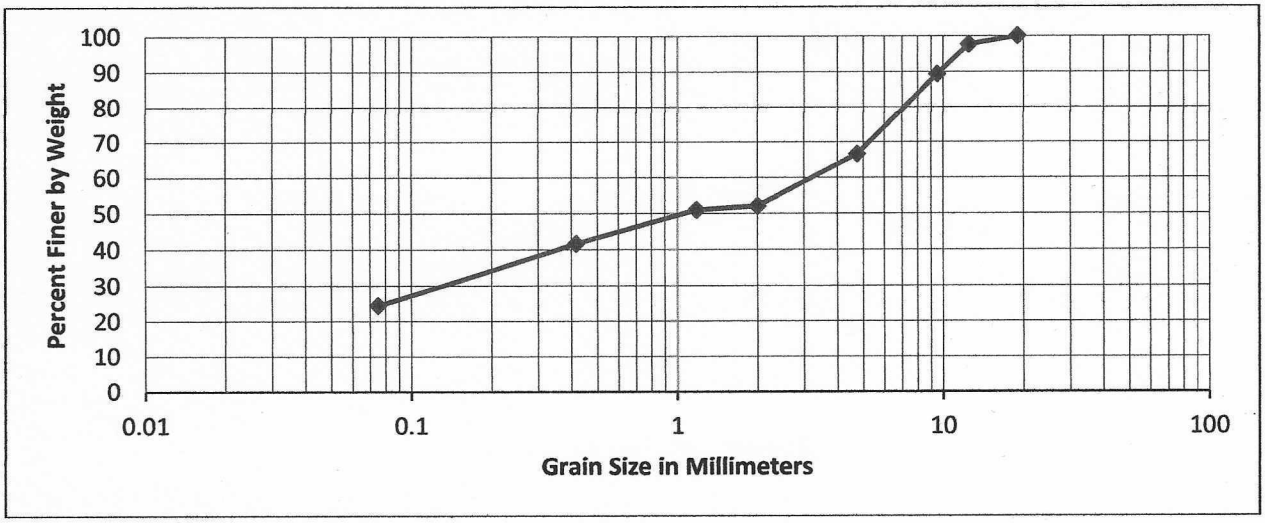
CLIENT: Lakeview Rock Products
PROJECT: QC Testing
RE: 3/4" Random Fill Material
SPECIFICATION REQUIREMENTS: NA, reference testing

DATE: March 13, 2026, Fri.
FILE #: 125-26 / **WO #:** 2598

SIEVE ANALYSIS RESULTS
ASTM C 117 / C 136

Sieve Size	Sieve Opening in mm	Individual % Retained	Accumulated % Retained	**RESULTS** % Passing	Ideal/Tolerance Gradation % Passing
3/4"	19.0	0	0	100	100
1/2"	12.5	2.3	2.3	97.7	NA
3/8"	9.5	8.3	10.6	89.4	"
#4	4.75	6.2	33.4	66.6	"
#10	2.0	14.6	48.0	52.0	"
#16	1.18	1.0	49.0	51.0	"
#40	.417	9.3	58.3	41.7	"
#200	.075	17.3	75.6	24.4	"

Test sample dry weight: 2741 grams



REMARKS:

Source of material: Pit stockpile
Sand, gravel physical characteristics: Angular to subangular
See related/attached proctor test report (pg 1).

CONSTRUCTION TESTING & ENGINEERING, INC.
CERTIFIED TEST REPORT:

David K. Megeath, Manager

Agenda Item No: 4.4

City Council Agenda Item Report

Meeting Date: August 11, 2026
Submitted By: Teisha WIlson
Submitting Department:
Item Type: Action Item
Agenda Section: Consent Agenda

Subject:
Reapprove Ordinance #26-2025, the Bart Christofferson #2 Annexation.

Summary:

Attachments:

Ord 26-2025.docx

ORDINANCE NO: 26-2025

AN ORDINANCE APPROVING THE BART CHRISTOFFERSON ANNEXATION #2

WHEREAS, the Lehi City Council has adopted a resolution of intent to annex real property known as the Bart Christofferson Annexation #2, located at 440 South 300 East and further identified by Exhibit "A" pursuant to the provisions of Section 10-2-418 of the Utah Code: and

WHEREAS, the Lehi City Council conducted a public hearing on the 13th day of May 2025, after having published notice as also required by Section 10-2-418 of the Utah Code; and

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

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

Section 1. The Lehi City Council finds that the proposed Bart Christofferson Annexation #2 as more fully described on the transparent reproducible Annexation Plat and the attached Exhibit "A", in the judgment of Lehi City, meets the standards set forth in Section 10-2-418 of the Utah Code.

Section 2. The area as specifically described in the Annexation Plat is hereby annexed to Lehi City.

Section 3. Pursuant to Utah Code Ann. §10-9-406, the City Council hereby assigns the R-1-Flex zoning designation to the territory depicted on the Annexation Plat which is being annexed to Lehi City by this ordinance, and further directs that the Official Zoning District Map of Lehi City be amended to show the area as part of Lehi City with the new zoning district designation.

Section 4. The Mayor is hereby authorized to sign this ordinance. Once all conditions precedent to the Annexation have been complied with, the City Recorder is directed to file the transparent reproducible Annexation Plat, together with a certified copy of this ordinance in the office of the Utah County Recorder

Section 5. This ordinance shall become effective on the date that it is filed in the office of the Utah County Recorder.

Approved and adopted by the Lehi City Council on the 13h day of May 2025, and Reapproved on this 11th day of August 2026.

ATTEST

_____	_____
Paul Binns, Mayor	Teisha Wilson, City Recorder

EXHIBIT “A”

Bart Christofferson Annexation #2 Legal Description

ANNEXATION DESCRIPTION

Beginning at the Southwest corner of Bart Christofferson Annexation which is South 00°21’46” East 493.80 feet along the section line, East 1135.43 feet and South 00°53’06” East 89.46 feet from the West Quarter Corner of Section 16, Township 5 South, Range 1 East, Salt Lake Base and Meridian; thence East 192.24 feet along the South line of said annexation; thence South 00°15’40” West 92.53 feet along the West line of Marie Willes Annexation; thence North 89°50’56” West 189.40 feet; thence North 00°53’06” West 92.04 feet to the point of beginning.

Parcel Contains 0.40 acres

Basis of Bearing: the line between the West Quarter Corner and the Northwest Corner of Section 16, Township 5 South, Range 1 East, Salt Lake Base and Meridian, which bears: South 00°21’46” East

Agenda Item No: 5.1

City Council Agenda Item Report

Meeting Date: August 11, 2026
Submitted By: Jacob Curtis
Submitting Department: Planning Division
Item Type: Ordinance
Agenda Section: Regular Agenda

Subject:
Consideration of Ordinance #35-2026, approving a comprehensive Development Code Amendment to Chapter 23, Signs updating requirements and simplifying the text. (Tabled at 7/28 meeting)

Summary:

Attachments:

Ch 23 Signs Development Code Amendment 1.pdf

Ordinance - Ch 23, Signs Development Code Amendment 08.11.26.docx

Chapter 23, Signs Narrative Update (Post Tabled Changes)

23.010- Purpose, Intent, and Objectives- Added back in purpose the need to protect the safety and welfare of residents, business community, and the traveling public in Lehi City.

23.050- General Sign Requirements- G. Removed the word “written” to leave it a little more open and eliminates a contradiction in the Code

23.070- Exemptions- Q. Clarified that this is home or business for sale or lease signs.

23.080- Sign Approvals- Switched references from Planning Commission to City Council as approving body. Removed all references to conditional uses as well through Chapter.

23.090- Pylon Signs- Removed 2100 N, Mountain View Corridor, and SR-92 per request.

23.200- Violations and Enforcement- Added in (C)(1) caveat “except as otherwise provided by Utah State Code” per request.

CHAPTER 23, SIGNS
DEVELOPMENT CODE AMENDMENT
CITY COUNCIL REPORT

Applicant	Lehi City
Meeting Date	August 11, 2026
Requested Action/Purpose	Approval of a proposed amendment to the Lehi City Development Code
Date of DRC Review	June 3, 2026
Date of Planning Commission Review	July 9, 2026

REQUIRED ACTION

Planning Commission	Review and recommendation
City Council	Final approval

APPLICABLE DEVELOPMENT CODE REGULATIONS

Section 04.060. Criteria for Approval.
No amendment to this Code, or the Zoning District Map(s), may be recommended for approval by the Commission nor approved by the City Council unless such amendment or conditions thereto are consistent with the General Plan. In considering a Code amendment, or Zoning District Map(s) amendment, the applicant shall identify, and the City Staff, DRC, Commission, and the City Council may consider the following factors, among others:

1. The effect of the proposed amendment on the character of the surrounding area;
2. Consistency with the goals and policies of the General Plan.
3. Consistency and Compatibility of the proposed zone with the General Plan land uses of nearby and adjoining properties.
4. The suitability of the properties for the uses requested and their suitability for the existing uses identified by the General Plan;
5. Whether a change in the uses allowed for the affected properties will unduly affect the uses, or proposed uses for nearby and adjoining properties;
6. The gain to the public health, safety and welfare from the existing classification to the proposed amendment; and
7. The overall community benefit of the proposed amendment.

REPORT ANALYSIS

Lehi City requests approval for a proposed amendment to Chapter 23 of the Development Code. The Planning Division is proposing a comprehensive update to the sign regulations found in the Development Code.

While working on recent Development Code amendments to clarify and clean up conditional uses it was noticed that there are several conditional uses required as part of the Signs Chapter. Additionally, local sign companies and the Planning Commission have pointed out issues within the Chapter that warranted a deeper examination. The intent of this amendment has been to be reasonable and business friendly, while still maintaining a well-kept community. This update seeks to simplify the approval process for signs that meet the Code and incentivize those types of signs and thereby have less signs requesting exceptions that need Planning Commission approval.

Additional context and specifics on the proposed changes are included in the narrative.

The DRC reviewed the proposed amendment and made no comments.

Updates were made as requested after the item was tabled at the July 28th City Council meeting. Those updates are mentioned in more detail in the updated narrative in the packet.

POSSIBLE MOTIONS AND FINDINGS

The City Council may approve or deny the proposed development code amendment. Any motion should include findings. Possible findings include:

1. The proposed Development Code amendment is/is not in conformance with the purposes, intent, and provisions of the General Plan and its various elements.
2. Additional findings based upon information presented during the public hearing.

PLANNING COMMISSION RECOMMENDATION

The Planning Commission reviewed the proposed amendment on July 9, 2026. The minutes and motion from this meeting are as follows:

3.8) Public hearing and recommendation of Lehi City's request for review of a comprehensive Development Code Amendment to Chapter 23, Signs updating requirements and simplifying the text.

The Commission discussed past code issues that will no longer be recurring due to this amendment.

Commissioner Eyre opened and closed public comment.

Motion: Commissioner Eyre moved to give a positive recommendation to the Lehi City Council with the findings that the proposed Development Code Amendment is in conformance with the purposes, intent, and provisions of the General Plan and its various elements. HE included all DRC comments. Commissioner Kunze seconded.

Vote: Commissioner Jackson, yes. Commissioner Jones, yes. Commissioner Eyre, yes. Commissioner Kunze, yes. Commissioner Roberts, yes.

Motion passed unanimously.

Chapter 23 DCA
DRC Redline Comments

Lehi City- requests comprehensive review of a Development Code Amendment to Chapter 23, Signs, updating requirements and simplifying the text.

DRC Members Present: Glade Kirkham, Garion Rowett, Ryan Allred, Shelbey Brewer, Kim Struthers, Gary Smith, Gary Ellis, James Farnsworth, Luke Seegmiller, Brad Wilbur
Assigned Planner: Jacob Curtis
Representatives of the Applicant Present: N/A
Date of Plans Reviewed: 5/21/26
Time Start: 2:18 pm
Time End: 2:19 pm

DRC REDLINE COMMENTS:
Glade – Power: No comments.
Brad – Fiber: No comments.
Garion – Fire: No comments.
Ryan – Water/Sewer: No comments.
James – Parks: No comments.
Gary S. – Building/Inspections: No comments.
Shelbey – Public Works: No comments.
Gary E. – Engineering: No comments.
Matt – Traffic: No comments.
Kim – Planning: General comment - definitions will be removed from chapter and added to chapter 39 definitions chapter

THIS ITEM WILL BE SCHEDULED FOR PLANNING COMMISSION ON JULY 9, 2026.

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

CHAPTER 23 SIGNS

(Revised 03/13/18; Amended 05/14/19; 05/14/24)

Section 23.010. Purpose, Intent, and Objectives.
~~Section 23.020. Scope of Chapter.~~
~~Section 23.030. Definitions.~~
~~Section 23.040. Application of International Building Code.~~
Section 23.050. General Sign Requirements.
~~Section 23.060. Permit Required.~~
Section 23.070. Exemptions.
Section 23.080. Sign Approvals.
Section 23.090. Regulations for Permanent Signs.
Section 23.100. Temporary Signs.
Section 23.110. Billboards and Off-Premises Sign Regulations.
Section 23.120. Prohibited Signs.
Section 23.130. Measurement of Regulated Sign Area.
~~Section 23.140. Sign Theme.~~
~~Section 23.150. Design Considerations.~~
Section 23.160. Application Submittal.
~~Section 23.170. Maintenance Requirements.~~
Section 23.180. Changes to Existing Signs.
Section 23.190. Nonconforming Signs.
Section 23.200. Violations and Enforcement.
~~Section 23.210. Severability.~~

Section 23.010. Purpose, Intent, and Objectives.

~~The need for direction, guidance, and information by means of suitable sign systems is of critical importance to the City. The purpose of this chapter is to balance the need to protect the safety and welfare of the residents, business community, and the traveling public in Lehi City, the need for a well-maintained and attractive community, and the need for clear and adequate identification, communication, and advertising. It is the intent of the regulations in this chapter to address the design, construction, materials, erection, installation, size, height, location, massing, spacing, number, duration, illumination, movement, condition, and other~~ The purpose of this chapter is to balance the need for wayfinding and advertising with the objective of maintaining a well-kept community, and to protect the safety and welfare of residents, the business community, and the traveling public in Lehi City. This chapter regulates the physical characteristics of signs, including their use, maintenance, and alteration, all in a permissible content-neutral manner that does not favor any type of speech over another and which is able to survive a strict scrutiny analysis of the City's compelling governmental interest to regulate. To achieve this purpose and intent, the provisions of this chapter have the following specific objectives:

A. ~~preserve and~~ protect the constitutionally guaranteed right of

free speech and expression in the display of signs;

B. guide ~~and direct~~ prompt public safety response;

~~C. assure meaningful identification for private and public enterprises;~~

~~D. promote and support economic development, enhance the City's economic strength, and retain and expand existing businesses;~~

~~E.~~ allow businesses the flexibility to erect signs that meet their individual needs and take advantage of new technology;

~~F. implement the City's marketing and branding strategy plan;~~

~~G. help shape Lehi's future through the community's enterprising spirit while preserving its vibrant family-oriented and business-friendly community;~~

~~H.~~ ensure that signs are designed, constructed, installed, and maintained according to ~~minimum~~ standards to safeguard life, health, property and public welfare;

~~I. focus on sign functionality including viewer detection, legibility, viewer response, and comprehension;~~

~~J. ensure new signs are compatible in design and scale with their surroundings;~~

~~K. improve public convenience by directing persons to activities and enterprises;~~

~~L. protect against destruction of or encroachment upon historic convenience to citizens;~~

~~M. permit signs that are pleasing in appearance while encouraging variety and permanence;~~

~~N. establish appropriate spacing between signs and between signs and adjacent land uses;~~

~~O. minimize light pollution, glare, visual obstructions, and distractions by optimizing lighting levels;~~

~~P. reduce and eliminate hazards to motorists and pedestrians;~~

~~Q. promote the free flow of travel and activity for vehicles and pedestrians;~~

~~R. foster an orderly landscape that has a minimum of visual clutter by eliminating excessive and confusing sign displays;~~

~~S. afford aesthetic protection for entry areas and primary corridors of the City;~~

~~T. enrich neighborhood appearance, aesthetics, property values, and the magnificent views and visual qualities of the City;~~

~~U. inspire pride and ownership in neighborhoods, businesses, gathering places, and the community at large by creating a sense of place for residents;~~

~~V. maintain valuable, historic, and artistic structures;~~

~~W. develop positive conditions for a responsible communication system;~~

~~X. craft an amortization policy for deteriorated and abandoned signs;~~

~~Y. create a reasonable mechanism for regulating signs within the community; and~~

~~Z.~~ provide fair and consistent enforcement of the sign regulations. ~~of this chapter.~~

~~Section 23.020. Scope of Chapter.~~

A. Content Neutrality. Nothing in this chapter is intended or interpreted to favor any one type of sign or content. Where necessary, this chapter shall be interpreted to be content neutral. This chapter is designed to provide flexibility in the allowance of signs as a part of the possible range of communication options available while being narrowly tailored to achieve the purpose, intent, and objectives identified in Section 23.010.

B. Conflict of Regulations. The requirements of this chapter shall not be construed to prohibit or limit other applicable provisions of the Lehi City Development Code, Lehi City Municipal Code, Utah Code Annotated, or applicable federal regulations. Where provisions of this chapter conflict with other regulations, the more specific terms shall govern.

C. Illustrative Pictures and Figures. Pictures and figures shown in this chapter are for illustrative purposes only and shall not supersede the wording in the associated subsection.

Section 23.030. Definitions.

As used in this chapter:

A. "Alteration of sign" means changing or rearranging, other than the sign copy or color, any structural part, enclosure, lighting type, component, or location of a sign.

B. "Animated sign" means a sign which exhibits movement or the optical illusion of movement of any part of the sign structure, including the movement of any illumination such as flashing or strobe effects, or the spinning or other movement of a sign or portion thereof.

C. "Awning sign" means a sign placed on or integrated into a fabric, metal or heavy plastic canopy mounted on the exterior of a building.

D. "Backlighting" means illumination, the source of which is not visible, positioned inside or behind a sign face, such as behind raised letters and awnings or inside sign cabinets, where the illumination is seen through the letters or sign face.

E. "Banner" means plastic, fabric, or other pliable material intended to be hung either with or without a frame, typically placed between two poles or hung on the wall of a building. "Banner" does not include a flag flown on a flagpole.

F. "Billboard" means a large, high-profile freestanding off-premises sign on one or more poles typically located along a freeway or high-traffic arterial road.

G. "Blade" means a detached sign typically made of cloth or vinyl attached to a thin single pole mounted in the ground and includes feather signs and teardrop designs.

H. "Building wrap," also known as a super graphic, means a large-format vinyl or mesh sign affixed or adhered to a building façade and which extends across one or more floors of a building.

I. "Cabinet" means the enclosure of a sign, not including the mounting structure, upon which text, logos, insignia, and other copy is mounted and within which the majority of electrical components, if needed, are located.

J. "Canopy sign" means a sign affixed to the visible surface of an attached or freestanding canopy whose structure is either metal, wood, or heavy plastic of a permanent nature, and which may be internally or externally illuminated.

K. "Civic Institution" means a government, church, school, hospital, mass transit company, and public utility company.

L. "Clear view area" means the triangular space at the intersection of streets as determined by a diagonal line connecting two points measured 35 feet equidistant from

the point of the intersection along the curb or right-of-way line, then connecting those points to form a triangle. See Section 12.070 of the Lehi City Development Code.

M. "Digital billboard" means a billboard that is static, and changes copy by any electronic process or remote control.

N. "Electronic display sign" or "EDS" means a sign, other than a billboard, capable of displaying electronic words, symbols, figures, graphics, images, or pictures that can be electronically or mechanically changed by remote or automatic means. An EDS display is composed of a series of lights including light emitting diodes, fiber optics, plasma displays, light bulbs, or other illumination devices, which may be computer programmable or microprocessor controlled.

O. "Flashing sign" means any illuminated sign on which the artificial light is not maintained stationary or constant in intensity and color at all times when the sign is in use. Any moving illuminated sign, except digital billboards, shall be considered a flashing sign.

P. "Freestanding sign" means a sign erected and maintained on a frame, mast, or pole, independent of and not attached to any building.

Q. "Ground-mounted sign" means a sign which extends from the ground or has support which places the bottom of the sign less than two feet from the ground.

R. "Handbill" means a poster, flier, handout, brochure, leaflet, or other advertisement typically made of non- or semi-durable materials.

S. "High profile" means six feet or higher.

T. "Illegal sign" means any sign erected without first obtaining a sign permit, or which is not otherwise established to be a legal nonconforming sign by the terms of this chapter, or which is erected after the effective date of this chapter and which has been determined to be a non-permitted sign type.

U. "Indirect lighting" means a source of external illumination located away from the sign, which lights the sign, but which may or may not itself be visible.

V. "Inflatable" means any device supported by heated air, forced air, or other gases.

W. "Integral sign" means a sign that is embedded, extruded, or carved into the material of a building façade, or a sign made of bronze, brushed stainless steel or aluminum, or similar material attached to a building façade.

X. "Legal nonconforming sign" means any sign no longer allowed under this chapter but which, when first constructed, was legally allowed.

Y. "Logo" means a graphic symbol representing any activity, use, or business.

Z. "Maintenance of a sign" means the replacing, repairing, or repainting of a portion of a sign structure made undesirable by wear and tear, weather, or accident.

AA. "Marquee" means a sign structure placed over the primary entrance of a building such as a hotel or theater, bearing sign copy and which projects from and is attached to the building.

BB. "Master sign program" means sign specifications and details approved as a package that define or identify allowed signage allotted to individual businesses throughout a multi-business commercial center.

CC. "Monument sign" means a freestanding sign mounted on an opaque base in the ground concealing all support structures.

DD. "Off-premises sign" means a sign located outside of the property or development boundary of the owner or tenant of the sign.

EE. "On-premises sign" means any sign located within the property or development boundary of the sign owner or tenant.

FF. "Original art display" means a hand-painted work of visual art that is either affixed to or painted directly on the exterior wall of a structure with the permission of the property owner but does not include mechanically produced or computer-generated prints or images, digitally printed vinyl, electrical or mechanical components, or a changing image art display.

GG. "Permanent sign" means any permitted sign type which is intended to be and is so constructed of a lasting and enduring material and to remain unchanged in character, position, and condition exclusive of wear and tear; or which is constructed as a freestanding sign or wall sign.

HH. "Pole sign" means a permanent freestanding sign mounted atop one or more poles where the bottom of the cabinet is at least six feet above the ground.

II. "Portable sign" means any sign without a permanent foundation or otherwise attached to a fixed location, which can be carried, towed, hauled, worn, maneuvered, manipulated, or driven, and is primarily designed to be moved rather than be limited to a fixed location regardless of modifications that limit its movability. "Portable sign" includes "vehicle sign."

JJ. "Project placemaking sign" means an artistic sign or a grouping of signage that is used to set apart a development as a unique and distinctive place.

KK. "Projecting sign" means a sign that is attached to and projects more than 18 inches from a building face or wall, or from a structure whose primary purpose is other than the support of a sign.

LL. "Public or quasi-public sign" means a sign that is constructed, placed, or maintained by a local, state, or federal government, a public utility, railroad, or mass-transit provider, or a sign that is required to be constructed, placed, or maintained by federal, state, or local law either directly or to enforce a property owner's rights.

MM. "Public street trees" means trees planted within a public right-of-way, as typically found in park strips.

NN. "Pylon sign" means a freestanding, high-profile, on-premises sign completely self-supported where the bottom of the cabinet is at least six feet above the ground. "Pylon sign" includes pole signs.

OO. "Reviewing Departments" means those City departments involved in reviewing sign applications pursuant to 3.060 of the Lehi City Development Code.

PP. "Roof sign" means a sign located on or above the roof of any building, not including a false mansard roof, canopy, or other fascia.

QQ. "Sign" means a name, identification, description, display, illustration, or device, affixed to, painted, or represented directly or indirectly upon a building, structure, or outdoor surface, which directs attention to or is designed or intended to direct attention to the sign face. If located completely within an enclosed building, it shall not be considered a "sign." "Sign" shall not include a flag flown on a flagpole. Each display surface of a sign, or sign face, shall be considered to be a "sign." "Sign" includes any and all structural and support apparatus and associated lighting.

~~RR. "Sign allowance" means the total cumulative sign type and area for all signs allowed to any one business, development, or applicant.~~

~~SS. "Sign area" means the space enclosed within the extreme edges of the cabinet for each sign face, not including the supporting structure. For signs not designed with a cabinet, "sign area" means 90% of the area enclosed within the smallest regular geometric shape needed to completely encompass all sign copy, including horizontal and vertical spacing between the copy.~~

~~TT. "Sign copy" means the text, letters, insignia, logos, abbreviations, pictures, or other visible imaging on a sign.~~

~~UU. "Sign face" means the entire display surface area of a sign upon, against, or through which sign copy is placed.~~

~~VV. "Snipe sign" means a sign typically made of non- or semi-durable materials, mounted to a tree or utility pole, or to the ground by nails, staples, a wire frame, or similar device, often within a right-of-way, including public or private park strips and medians, or on other public property.~~

~~WW. "Suspended sign" means a sign which hangs from a wall sign, awning, canopy, marquee, or building facade.~~

~~XX. "Temporary sign" means a banner, pennant, or poster constructed of paper, cloth, canvas, plastic sheet, cardboard, wallboard, plywood, plastic, resin, or similar materials, and which is intended, or is determined by the code official, to be displayed for a limited time.~~

~~YY. "Vehicle sign" means any magnetic, painted, permanently attached, or temporarily affixed sign on a vehicle or trailer but does not include a vehicle wrap.~~

~~ZZ. "Wall sign" means an on-premises sign attached to or erected against a building wall.~~

~~AAA. "Wayfinding sign" means a sign designed to provide direction, define entrances or exits, or identify parking areas.~~

~~BBB. "Zoning Administrator" means the Lehi City Zoning Administrator or designee.~~

~~Section 23.040. Application of International Building Code.~~

~~The International Building Code, published by the International Conference of Building Officials and as adopted by the City, shall be used as the standard for the installation and construction for all signs.~~

Section 23.050. General Sign Requirements.

A. Nothing in this chapter is intended or interpreted to favor any one type of sign or content. Where necessary, this chapter shall be interpreted to be content neutral.

B. The requirements of this chapter shall not be construed to prohibit or limit other applicable provisions of the Lehi City Development Code, Lehi City Municipal Code, Utah Code Annotated, or applicable federal regulations.

C. All sign structures shall be developed with the overall context of the building and development. Signs shall be constructed to be an integral part of the overall design of the site and architecturally compatible with the building.

D. Signs shall be designed to be easily cleaned and maintained. They shall be constructed with durable materials.

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

~~A.~~F. All signs shall be constructed, mounted, and attached in a safe and secure manner in accordance with the International Building Code.

~~B.~~G. No sign shall be placed or modified ~~maintained~~ in the City without a sign permit except as outlined in Section 23.070 Exemptions. ~~provided in this chapter~~.

~~C.~~ No signs other than public or quasi-public signs shall be placed within or extend into public rights-of-way, or be placed on semaphore poles, utility poles, or over public property. This includes placing them on trees in the public right-of-way or on City owned property.~~, except as otherwise provided in this chapter.~~

~~D. Signs shall not be placed on public street trees.~~

~~E. No sign over three feet in height shall be allowed in a clear view area at the intersection of streets.~~

~~F.~~E. Signs shall not be located in a public utility easement. ~~unless a determination is first made by the Reviewing Departments that sign placement in the easement can be done in a way that affords adequate access to the utilities within the easement. If a sign is proposed to be placed in a public utility easement, the applicant shall provide a written, notarized certification stating the applicant shall be responsible for any costs associated with moving the sign if utility work necessitates moving the sign. No sign shall be placed over an existing public utility.~~

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

~~H. All signs placed contrary to the provisions of this chapter are declared to be nonconforming and, as such, may be dealt with or removed as provided in this chapter.~~

~~I. Any sign that poses an immediate public safety hazard may be removed as specified in this chapter.~~

~~J.~~G. Signs shall be allowed on private property only with the property owner's ~~written~~ permission, in addition to meeting the other requirements of this chapter.

~~Section 23.060. Permit Required.~~

~~Except as otherwise specified in this chapter, the owner of each sign shall apply for and receive a sign permit from the City prior to commencing construction for a sign, erecting a new sign, or modifying an existing sign.~~

Section 23.070. Exemptions. *(Amended 06/11/24)*

The following shall be exempt from the permitting regulations of this chapter:

A. decals or logos affixed to motor vehicles, building windows, or door panels;

B. flags and individual pennants not on a string;

~~B.~~C. accessible~~disabled~~ parking space signs; ~~not exceeding two square feet reserving parking for disabled individuals needing accessible access;~~

D. holiday decorations associated with any generally recognized national, local, or religious holiday;

~~C.~~E. religious signs;

~~D.~~F. illuminated building accents and decorations;

~~E.~~G. painted or applied wall accents and decorations;

~~F. wayfinding on-premises signs not exceeding two square feet in area, limited to two per driveway entrance;~~

~~G.~~H. public or quasi-public street signs (including public safety signs), and temporary on-premises signs erected by civic institutions;

I. temporary political signs;

a Temporary political signs may be placed in a park strip if the person placing the sign is the following:

i The owner or occupant of property adjacent to the park strip; and

ii Required to maintain the park strip; or

~~H.~~iii Obtains consent to post the political sign from the person described above.

~~I.~~J. public art, including original art displays;

~~J.~~K. security and warning signs regulating the use of premises; ~~, not exceeding one sign two square feet in area in residential areas and one sign five square feet in area in commercial and industrial zones, but these number and size limitations shall not apply to the posting of conventional "no trespassing" signs in accordance with state law;~~

~~K.~~L. temporary on-site safety and informational signs for contractors during construction;

~~L.~~M. signs inside a building;

~~M.~~N. signs carved into a building or raised in integral relief on a building, which are a physical part of the building façade and part of the physical construction of the building materials comprising the façade, but not including letters or signs that are merely attached to the exterior façade of the building, even if of the same finish or color as the building;

~~N.~~O. signs required by federal, state, or City law;

P. building address signs which are less than six square feet; address wall signs that are not exempt shall fall under requirements for wall signs;

~~O.~~Q. home or business for sale or lease signs;

P.R. signs not visible from a public right-of-way, such as restaurant menu boards; and

Q. temporary signs of four-square feet and under, except temporary signs prohibited by other sections of this chapter.

Section 23.080. Sign Approvals. *(Amended 01/11/22; 07/12/22)*

a. Signs Approved by the Zoning Administrator. Unless otherwise stated in this chapter, the following signs in non-residential zoning districts may shall be approved by the Zoning Administrator provided a complete sign permit application has been submitted and the signs otherwise meets the requirements of this eChapter:

i. Awning and canopy signs;

ii. canopy signs;

iii. drive-thru signs;

ii. electronic display signs where the electronic display portion is fifty 50 square feet or less;

iv.iii. marquees;

iv. monument signs;

v. project placemaking signs;

vi. projecting and suspended signs;

vi.vii. pylon signs;

vii.viii. subdivision monument signs;

viii. suspended signs;

ix. temporary signs over four square feet;

ix.x. vintage or antique style roof signs;

x.xi. wall signs; and

xi.xii. wayfinding on-premises signs.

b. Signs Approved by the Planning CommissionCity Council. The following signs may be approved by the Planning CommissionCity Council as a conditional use provided that a complete sign permit application has been submitted and reviewed by the Reviewing Departments and the signs meet the requirements of this chapter:

i. electronic display signs larger than fifty 50 square feet;

ii. marquees; and

ii. pylon signs requesting increases as an exception to the standards in Section 23.090.I; and

iii. electronic conversions of an existing off-premise sign or billboard.

c. Each sign application shall be reviewed by the Planning Division to ensure compliance with this chapter prior to its submission to the Zoning Administrator or Reviewing Departments and Planning CommissionCity Council for approval. The Zoning Administrator may also require any sign be reviewed and approved by the Reviewing Departments and or the Planning CommissionCity Council. prior to issuance of a sign permit.

Section 23.090. Regulations for Permanent Signs. *(Amended 03/31/20)*

A. Awning and Canopy Signs. Signs painted, printed, or sewn on the surface of awning material or on canopies shall be allowed provided:

i. awnings are placed at street level only;

ii. sign copy on a canopy does not exceed 15% of the canopy face;

~~iii. all illumination and lighting is shielded and directed toward the ground; and~~

~~iv.~~iii. the sign area is calculated as part of the allowable building wall sign area.

~~Civic Institutional Signs.~~

~~On-premises wall signs, monument signs, and pylons owned by civic institutions shall be allowed as set forth in this chapter.~~

~~1. Pylon sign design shall be approved by the Planning~~

~~2~~1. ~~Commission as a conditional use subject to the design requirements for pylon signs as set forth in this chapter, except the maximum pylon sign height shall be 25 feet in residential or agricultural zoning districts.~~

C. Electronic Display Signs.

1. Electronic display signs shall be allowed only as part of a monument sign, canopy, marquee, permanent on-premise civic institutional sign, pylon sign, or conversion of an existing billboard or off-premises sign. Except for billboard or off-premises sign conversions, the electronic message display area shall not exceed 50% of the total allowed sign area and, if an on-premises sign, shall not exceed 50 square feet.

i The Zoning Administrator may approve EDSs if the EDS is 50 square feet or less.

ii The City Council shall review all EDS over 50 square feet.

~~1. The Zoning Administrator may approve EDSs if the EDS:~~

~~a. is fifty 50 square feet or less;~~

~~b. is part of a monument sign, pylon sign, or canopy sign;~~

~~c. remains static; and~~

~~d. conforms to the illumination requirements set forth in this section.~~

~~3. The Planning Commission shall review and approve all EDSs not identified in subsection 23.090.C.2.~~

~~4.~~3. To protect the integrity of the historic commercial areas of the City, no EDS shall be located along Main Street from 500 East to 500 West, or along State Street from Center Street to 400 East.

~~5.~~4. Each EDS display shall remain "on" and static for a minimum of three seconds, except for video presentations. Flashing, starburst, and similar frame effects are prohibited.

~~6.~~5. Each EDS shall be equipped with a sensor or other device that automatically determines the ambient illumination and which is programmed to automatically dim according to ambient light conditions.

6. Each EDS shall have a default mechanism to turn off the sign within 24 hours of a reported malfunction.

7. The applicant shall submit a photometric matrix showing the dispersal in foot candles and showing that the EDS meets all the requirements of this section.

i Illumination levels shall not, at maximum display intensity, exceed 0.3 foot candles over ambient lighting conditions. Light cutoff devices shall minimize light above the EDS. Illuminance shall be measured with a meter set to measure foot candles accurate to at least two decimals. Illuminance shall be measured with the EDS off, and again with the EDS displaying a white image for a full-color capable EDS, or a solid message for a single-color EDS. All measurements shall be taken perpendicular to the face of the EDS at the distance determined by the total square footage of the EDS as set forth in Table 23.090.C.

~~7. Illumination levels shall not, at maximum display intensity, exceed 0.3 foot candles over ambient lighting conditions when measured at the distance set forth in Table 23.090.C. Light cutoff devices shall minimize light above the EDS.~~

~~8. Illuminance shall be measured with a meter set to measure foot candles accurate to at least two decimals. Illuminance shall be measured with the EDS off, and again with the EDS displaying a white image for a full-color capable EDS, or a solid message for a single-color EDS. All measurements shall be taken perpendicular to the face of the EDS at the distance determined by the total square footage of the EDS as set forth in Table 23.090.C.~~

~~9. The applicant shall submit a photometric matrix showing the dispersal in foot candles and showing that the EDS meets all the requirements of this section.~~

TABLE 23.090.C

SIGN AREA VERSUS MEASUREMENT DISTANCE FOR ELECTRONIC DISPLAY SIGNS

ON-PREMISES SIGNS	
AREA OF SIGN (sq. ft.)	**MEASUREMENT DISTANCE (feet)**
10	32
15	39
20	45
25	50
30	55
35	59
40	63
45	67
50	71
On-premises signs having areas other than those listed in this table shall have their distance measured as the √Area of Sign (sq. ft) x 100.	

OFF-PREMISES SIGNS	
AREA OF SIGN (sq. ft.)	**MEASUREMENT DISTANCE (feet)**
0-100	100
101-350	150
351-650	200
Over 650	250

D. Marquees. Marquees shall be allowed provided:

1. ~~A marquee shall be allowed provided the~~The bottom of the marquee is at least eight feet above the sidewalk or finished grade and the sign area does not exceed 80 percent~~%~~ of each sign face.

2. Marquees extending over a public sidewalk shall be limited to a projection distance not to exceed two-thirds of the width of the sidewalk.

~~1.~~3. There shall be only one marquee per building.

E. Monument Signs. Monument signs shall be allowed as follows:

1. The parcel on which the sign is to be erected shall have a minimum of 60 lineal feet of frontage on a public street, measured at the front property line.

2. Monument signs may be allowed at entrances of residential subdivisions ~~and~~ or commercial developments subject to any required clear view area restriction.

3. The maximum sign height and area for monument signs shall be based on the amount of street frontage, calculated according to Table 23.090.E.

4. ~~The height of a monument sign shall be measured as the distance from the height of the street curb or sidewalk to the highest point of the sign and shall include the pedestal. Monument signs placed on a berm may have additional overall height for each vertical inch of berm directly under the sign; however, the entire frontage shall have equal~~

~~berming treatment not exceeding three feet in height~~ When a site includes significant grade differences, the Zoning Administrator may allow additional height or reduce the overall height. For signs placed on a low point, below the elevation of the street curb or sidewalk, additional height up to the level of the sidewalk may be allowed. For signs above the elevation of the street curb or sidewalk, the overall sign height may be reduced by half the elevation of the ground from the street curb or sidewalk by the Zoning Administrator.

5. The width of a monument sign shall not exceed 12 feet, measured at the widest point of the sign. ~~on a horizontal plane.~~

~~4.~~6. Each monument sign shall have a minimum one-foot high opaque pedestal designed as the base of the sign, which conceals any pole support. The base shall be as wide as or wider than the sign face. There shall be no sign copy on the pedestal. The pedestal shall utilize materials and design elements that relate the sign to the associated building. ~~The use of stone, brick, or durable native or natural materials is required in the design of pedestals and frames.~~

~~5.~~7. Commercial projects or parcels with frontage on more than one street shall be allowed a monument sign on each associated frontage. Monument signs shall be separated from each other by at least 80 feet as measured diagonally across the property from center to center of both signs and shall be no closer than 60 feet to any other sign located on the same frontage. Corner lots may combine the total frontage for the construction of only one sign.

~~6.~~8. Commercial pads within or part of a multi-tenant project may have a separate monument sign provided:

a the pad is contiguous to an arterial street and has at least 60 feet of street frontage;

b the sign is at least 60 feet away from any other sign located on the same frontage;

~~c the sign style is consistent with the approved sign theme for the project as required in Section 23.140; and~~

~~7. the allowed area and height of the sign complies with Table 23.090.E.~~

Table 23.090.E.

Street Frontage (in feet)	Maximum Monument Height including pedestal (in feet)	Maximum Monument Sign Area (in square feet)
60 to 175	6	60
176 to 200	8	80
201 to 225	11	110
226 or more	14	140

F. Project Placemaking Sign. Project placemaking signs shall be allowed for residential or commercial developments ~~as a conditional use as~~ per the following:

1. located only at multi-tenant or multi-parcel residential projects a minimum of ten acres in size;

2. located only on parcels fronting arterial roads, state highways, or I-15;

3. design is artistically unique and does not fit the typical box-cabinet, monument, or pylon sign design requirements;

4. copy shall not exceed 200 square feet; and

5. height, design, scale, and context are deemed appropriate to the site.

G. Projecting and Suspended Signs. Projecting and suspended signs shall be allowed as follows: ~~in conjunction with wall signs, awning signs, canopies, and marquees. Projecting and suspended signs shall:~~

1. have a maximum sign area of two percent of the total square footage of the building wall or 20 square feet, whichever is less~~, with the size of the sign calculated by measuring the area of a rectangle that would encompass all features of the sign~~;

2. not extend more than four feet from the attached vertical wall and be no more than 12 inches thick;

3. have eight feet minimum clearance from the sidewalk or finished grade;

4. not have an electronic message display or changeable copy;

5. be allowed only for street level tenants; and

6. have a minimum horizontal distance of 30 feet between projecting signs.

H. Vintage or Antique Style Roof Signs. Vintage or Antique Style Roof Signs ~~may~~ shall be allowed ~~as a Conditional Use and~~ subject to the following requirements:

1. Maximum total height above the roofline shall be five feet.

2. Maximum total width of the sign shall be 45 feet or 75 percent of the width of the wall below the roof sign, whichever is less.

3. No other signage shall be allowed on the wall underneath the roof mounted sign.

4. Vintage or Antique Style Roof Signs shall only be allowed on ~~restaurant and brewpub~~ buildings that have a vintage or antique architectural style.

5. Sign lettering shall utilize a vintage or antique style font.

I. Pylon Signs. On-premises pylon signs shall be allowed subject to the following:

1. On commercial lots of three acres or larger, one pylon sign may be approved on each collector or arterial street frontage and shall be placed for viewing on that frontage.

2. A pylon sign may be placed on a commercial ~~lot or multi-tenant commercial~~ project less than three acres in size where:

a. the lot is within 300 feet of the I-15 right-of-way;

b. the lot is within 1,000 feet of an I-15 interchange;

~~c. the sign is oriented for freeway viewing; and~~

~~d.~~c. the sign is owned by a hotel, gas station, or restaurant.

3. Pylon signs shall be allowed on any ~~commercial lot or multi-tenant~~ commercial project having at least 300 feet of collector or arterial street frontage measured at the front property line.

4. a. Pylon sign height shall not exceed 25 feet, except the height may be increased as per subsection 23.090.I.4.b. for commercial uses located both within 300 feet of the I-15 right-of-way and 1,000 feet of an I-15 interchange.

b. Businesses that are adjacent to a freeway overpass or similar view-obscuring structure may request review and approval of an exception by the ~~Planning Commission~~City Council for additional height. The ~~Planning Commission~~City Council shall approve only minimal additions to height to provide reasonable visibility above the view-obscuring structure. In all cases, the ~~Planning Commission~~City Council shall determine the allowable additional height, if any, on a site specific, case-by-case basis. In the determination of allowable additional height, the burden of proof shall be the responsibility of the applicant. In no case shall the height of a pylon sign exceed 70 feet.

5. ~~The measured height of a pylon sign shall be the distance from the highest point of the sign to the top of the curb or sidewalk, or crown of the street when there is no curb or sidewalk.~~When a site includes significant grade differences, the Zoning Administrator may allow additional height or reduce the overall height. For signs placed on a low point, below the elevation of the street curb or sidewalk, additional height up to the level of the sidewalk may be allowed. For signs above the elevation of the street curb or sidewalk, the overall sign height may be reduced by half the elevation of the ground from the street curb or sidewalk.

6. The maximum size of a pylon sign shall not exceed ~~15% of the total square footage for the building wall adjacent to the site's street frontage, or~~ 200 square feet. ~~, whichever is less, except for multi-tenant commercial projects t~~The ~~Planning Commission~~City Council may approve an exception to allow additional sign area on a case-by-case basis, based on the number of tenants displayed on the sign. In no case shall the total size of the pylon sign exceed 600 square feet.

7. Pylon signs shall not extend over any pedestrian or vehicular access area.

8. Structural supports for pylon signs shall be covered or concealed with pole covers. For signs with one pole, the pole cover shall be a minimum of 48 inches wide. For a sign with two poles, the pole covers shall be a minimum of 36 inches wide each. Support covers shall be architecturally and aesthetically designed to match the building or associated development.

~~9. Pylon signs shall be constructed so as to~~to be an integral part of the overall design of the site and architecturally compatible with the building and materials. All pylon signs shall be part of an approved sign theme as per Section 23.140.

~~10. An electronic display on a pylon sign in a multi-tenant project may use 50 percent of the allowable sign area.~~

~~11. For multi-parcel or multi-tenant retail-based projects of at least three acres, exceptions may be allowed by the Planning Commission as a conditional use provided that an overall sign package for the project is established to create consistency in the signage for the project. Increase in signage shall be approved on a site specific, case-by-case basis. It shall be the responsibility of the applicant to provide sufficient information and detail to justify the requested increase.~~

~~12. The design and placement of on-premises pylon signs for multi-tenant commercial projects may vary from the regulations of this section and shall be considered as a conditional use provided:~~

~~a. the proposed sign exceptions are not in conflict with the purpose and intent of this Chapter; and~~

~~b. the proposed sign is in architectural harmony with the development.~~

J. Wall Signs. Wall signs shall be allowed as follows:

1. ~~Sign copy using molded logos and individual letters~~Wall signs may occupy up to 15% of a primary wall or 600 square feet, whichever is less, and 5% of a secondary wall. Only one wall of a building shall be considered the primary wall. All other walls shall be considered secondary walls. Each secondary wall may have a separate sign based on 5% of the wall area.

~~2. Cabinet wall signs shall not occupy more than 5% of any wall or 40 square feet, whichever is less, whether on a primary or secondary wall.~~

~~3.~~2. Allowable square footage for wall signs may be spread between several different signs, which ~~-~~includes signs from multiple tenants in a shared office or commercial building.

~~4.~~3. Wall signs shall not cover distinct architectural features on buildings.

~~5. Wall sign design may be limited due to an established sign theme required by Section 23.140.~~

~~6.~~4. Banners shall not be allowed as permanent wall signs and

shall only be allowed as ~~a~~ temporary signs.

~~7.~~5. Painted signs or murals applied directly to any building facade shall be ~~reviewed~~ approved by the Zoning Administrator, except if the building is in a recognized historic district~~,~~ then the ~~application shall be reviewed by the Planning Commission~~Historic Preservation Commission shall first provide review and recommendation with approval by the Zoning Administrator.

~~8.~~6. No part of any wall sign or sign structure shall project above or below the highest or lowest part of the wall upon which the sign is mounted or painted, neither shall it project more than 18 inches from the face of the building to which it is attached.

K. Wayfinding Signs. ~~Wayfinding signs providing direction, defining entrances or exits, identifying parking areas, or limiting access~~ Wayfinding signs shall be allowed provided:

1. they shall not exceed four square feet in area and four feet in height, except that wayfinding signs for multi-tenant projects may ~~be up to six square feet in area~~combine their allowed sign area for each tenant; and

2. the maximum number allowed shall be two per entrance from a public street.

Section 23.100. Temporary Signs.

(Amended 09/10/19; 05/14/24)

A. Temporary Signs. Temporary signs~~, including special event signs, in the form of posters, balloons, banners, blade signs, building wraps, A-frame signs, cardboard or plastic signs fastened to wires or stakes, and inflatable displays~~ shall be allowed provided:

1. a sign permit is first acquired;

~~2. signs shall be placed entirely upon private property with the written permission of the owner;~~

~~3.~~2. unless otherwise provided in this chapter, temporary signs shall not be displayed for more than 30 days at any one time or for more than 90 days during a calendar year, except building wraps may be displayed for up to one year provided they are in kept in good condition and are not faded;

~~4.~~3. temporary event signs shall be removed by the applicant within 48 hours of the conclusion of the event;

~~5.~~4. temporary signs shall not be placed in the public right-of-way or in a clear view area. If a temporary sign is located on public property or in the road right-of-way (including the park strip), impacts line of sight for safe vehicular travel, poses an immediate hazard, or does not have a permit, the sign may be removed immediately by Lehi City; and

~~6. changeable copy or an electronic display sign are not allowed; and~~

~~7.~~5. balloon and blade signs shall be set back a distance equal to or greater than the height of the sign from all rights-of-way, lot lines, and overhead utility lines, shall not be more than 20

feet in height, shall be spaced no closer than 25 feet to other signs, and shall have no more than five such signs per frontage.

B. Temporary on-premises freestanding signs over eight square feet shall be allowed for new construction provided a sign permit is first acquired. Such signs shall be set back a minimum of five feet from all rights-of-way, lot lines, and public utility easements. and shall not be placed in any clear view area. Temporary freestanding signs shall not exceed 16 feet in height and 96 square feet of sign copy per side. ~~if double faced.~~

i For projects two acres and larger in size, additional signage may be allowed with an additional 32 square feet of signage for each acre over two acres up to a maximum size of 192 square feet. Only one sign shall be permitted per street entry into any development. Individual phases of a subdivision shall not be considered separate subdivisions for the purpose of allowing additional signage. Signs shall be removed by the developer or property owner within fifteen business days upon sale of the last lot or unit for residential development or final occupancy of a commercial development, with a maximum display period not to exceed two years. The Zoning Administrator or designee may grant an extension if 50 percent of the lots have not been sold at the end of the two-year period or if a commercial project is still actively under construction.

C. Temporary sidewalk signs are allowed in the Historic District provided there remains ~~five feet of~~ unobstructed hard-surfaced passageway around the sign. Such signs may be A-frame or T-frame in design. Only one sidewalk sign is allowed per business. ~~and shall not exceed four feet in height nor eight square feet per sign face.~~ Sidewalk signs shall not be placed in any landscaping area.

D. Temporary Off-Premises Signs for Projects. Temporary off-premises signs owned by residential subdivisions under development may be allowed subject to the following:

1. A maximum of two temporary signs shall be allowed per development project.

2. Signs shall be limited to 32 square feet in total area, 16 square feet per side, and 12 feet in height.

~~3. Signs shall be placed entirely upon private property with the written permission of the owner.~~

~~4. Signs shall not encroach upon any public right-of-way, shall not be located over a public utility easement, and may not be located within the 35-foot clear view area on corners except where they are not more than three feet in height.~~

~~5.~~3. Signs shall be designed as ladder-type signs following a uniform design theme.

~~6.~~4. Individual developers may combine the allowed signage between different developments located in the same geographical area, or when planned developments are combined into a single sign. The combined sign shall be no larger than the total sign area allowed to the individual

participants, up to a maximum of 64 square feet per sign.

~~7.~~5. Temporary signs shall be removed within two years of the issuance of the first building permit in the project, or if the lots are sold out before two years, immediately upon sale of the last lot. The Zoning Administrator or designee may grant an extension if 50 percent of the lots have not been sold at the end of the two-year period.

Section 23.110. Billboards and Off-Premises Sign Regulations.

A. Billboards and off-premises signs shall not be allowed within the jurisdictional boundaries of the City except for certain temporary off-premises signs allowed by Section 23.100 and off-premises signs allowed under subsection B.

~~B.~~ Off-premises public information signs for the purpose of directing the ~~traveling~~ public to points of interest, historical sites and other locations of interest, may be approved by the ~~Planning Commission as a conditional use~~Zoning Administrator. Historical markers are exempt from this subsection.

~~C.~~B. No new permits shall be issued for the construction of billboards. All lawfully existing billboards are nonconforming uses. ~~in all zones of the City.~~

~~D.~~C. The City may acquire title to nonconforming billboards and off-premises signs by gift, purchase, agreement, exchange, or eminent domain.

Section 23.120. Prohibited Signs.

The following signs are prohibited:

A. ~~animated or f~~Flashing signs, which include motion ~~or rotation~~ of any part by mechanical ~~or artificial~~ means or any type of ~~flashing,~~ blinking, strobe, or intermittent chaser lights, whether attached to a sign or not, except approved electronic display signs;

B. graffiti~~, including unauthorized images or lettering scratched, scrawled, painted, or marked in any manner on property~~;

C. mirrors;

D. ~~moveable,~~ portable~~,~~ and A-frame signs ~~designed to be moved from place to place either by vehicle or manually and not permanently affixed to the ground~~, except as specifically allowed as a temporary sign~~; after having secured a temporary sign permit~~;

E. paper, cloth or plastic streamers and bunting except holiday decorations ~~or special event signs,~~ and ~~except~~ as specifically allowed as a temporary sign or listed as an exempt sign; ~~after having secured a temporary sign permit;~~

~~F. posters and handbills affixed to any structures, trees or other natural vegetation, rocks, or poles;~~

~~G. light pole or support pole banners;~~

~~H.~~F. roof-mounted signs, except Vintage Roof Signs allowed by this Chapter;

~~I. signs on public property or within the public right-of-way, except for public or quasi-public signs;~~

~~J.~~G. snipe signs~~, other miscellaneous signs,~~ or posters ~~tacked, painted,~~

~~posted, or~~ otherwise affixed on the walls of a building, tree, pole, fence or other structure;

~~K.~~H. sound-emitting signs, except ~~order-taking signs~~menu boards at drive-in restaurants, automated bank tellers and drive-through commercial facilities ~~may use sound communication~~;

~~L.~~I. spotlights directed into the night sky except as part of an approved special promotional period for a temporary sign ~~after having secured a temporary sign permit~~; and

~~M.~~J. replica~~s of traffic~~ signs ~~simulating or~~ imitating in size, color, lettering, or design any public safety sign or device.

Section 23.130. Measurement of Sign Area.

A. Sign area shall be calculated by measuring the area containing sign copy and not pedestals or structural elements of the sign. ~~that do not contain sign copy~~.

B. For individual letters or graphics, ~~against a wall, window, awning or fascia of a building or other structure that has not been painted, textured or otherwise altered to provide a distinctive background for the sign copy,~~ the regulated area of sign copy shall be the area enclosed by the smallest eight-sided polygon that will enclose all of the sign copy.

C. For wall sign copy mounted or painted on a background panel ~~or area distinctly textured or constructed as a background for the sign copy~~, the regulated sign area shall be the area contained within the outside dimensions of the background panel. ~~or surface.~~

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

~~E. The sign area of a monument sign shall include all parts of the sign or structure that contains sign copy. Architectural features or enhancements to the sign supports shall be excluded from the sign area.~~

~~F. The sign area of a pylon sign shall include all parts of the sign or structure that contains sign copy.~~

~~G.~~E. The sign area for double panel signs, if the interior angle between two faces is 45 degrees or less, shall be the area of the largest single face. If the angle is greater than 45 degrees, the sign area shall be the sum of the areas of the two faces. The area of a sign with three or more faces shall be the sum of all the faces.

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

~~Section 23.140. Sign Theme.~~

~~Multi-tenant commercial projects such as a strip mall or office park development shall submit a sign theme proposal for structures, design and placement of all on-premises signs. The Zoning Administrator shall review and approve the sign theme either as part of the site plan approval process or as a separate process following site plan approval. All multi-tenant commercial developments shall have an approved sign theme before any sign permits are issued to a business locating within it. Cabinet wall~~

~~signs are prohibited in multi-tenant commercial developments.~~

~~Section 23.150. Design.~~

~~A. All sign structures shall be developed with the overall context of the building and development. Signs shall be constructed so as toto be an integral part of the overall design of the site and architecturally compatible with the building.~~

~~B. A master sign plan shall be created for the entire building and development to guide individual sign decisions.~~

~~C. Sign designers shall use the shape of the sign to help reinforce the horizontal lines of moldings and transoms seen from the street. No sign shall obscure significant architectural features. Signage shall be designed to be proportional, so it does not dominate the building or the façade.~~

~~D. Individual letters and logos generally relate better with a given space than does a sign cabinet arbitrarily dimensioned and positioned.~~

~~E. Signs shall be designed to be easily cleaned and maintained. They shall be constructed with durable materials. Permanent signs shall not be constructed from vinyl, plywood, or unfinished materials except as approved by the Planning Commission as a conditional use.~~

~~F. Illumination.~~

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

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

~~2. Lighting for signs adjacent to residential uses or zones shall be carefully directed so that the light is not obtrusive or a nuisance to adjacent residential properties.~~

Section 23.160. Application Submittal.

Each application for a sign permit shall include ~~and be accompanied by~~:

A. ownership and contact information;

B. the fee as determined according to the Consolidated Fee Schedule;

C. accurately dimensioned, scaled drawings of all signs showing height, square foot dimensions, sign composition, type and intensity of illumination, and how the sign will appear from the street;

D. details of sign construction including design of support structures and electrical plan;

E. for monument and pylon signs, a plot plan showing the relationship of the sign to buildings, property lines, and setback from public rights-of-way, intersections, easements, clear view areas, driveways, the number of acres included in the site, and the length of lineal frontage of the property;

F. for wall signs, a profile drawing showing how the sign will appear from the street and parking area and on the building. The drawing shall show all existing signs on wall faces and all proposed signs;

G. for temporary signs, a plot plan showing the relationship of the signs to buildings, property lines, and setback from public rights-of-way, intersections, easements, and driveways and the sign's display duration; and

H. for multi-tenant commercial projects, the overall sign theme for design and placement of all signs.

~~Section 23.170. Maintenance Requirements.~~

~~A. Sign maintenance is the responsibility of the owner. All signs shall be maintained in good order. Defective parts shall be replaced. Exposed surfaces shall be clean and painted or otherwise cared for. Damaged, worn, and sun-faded materials shall be replaced or refreshed. Lehi City shall have the right to order the repair or removal of any sign that is defective, damaged, or substantially deteriorated.~~

~~B. Trees and shrubbery shall be trimmed and maintained to preserve sight lines and avoid concealing signs and sign copy.~~

~~C. All signs are subject to inspection by the City.~~

Section 23.180. Changes to an Existing Sign.

Except as otherwise stated in this chapter, any changes to an existing sign, including change in size and graphics, shall be approved by the Zoning Administrator or designee. Changes to existing pylon signs that would increase their size or height above approved standards or converting the sign face of an off-premises sign to an electronic display sign, shall require review and approval by the ~~Planning Commission~~City Council. ~~as a conditional use.~~

Section 23.190. Nonconforming Signs.

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

B. On-Premises Signs. All legally permitted signs existing prior to September 30, 2017 that do not meet the standards of this chapter are hereby declared legal non-conforming signs.

C. On-premises signs which have been made nonconforming by the adoption of provisions of this chapter shall be subject to the following regulations:

1. Alterations.

a. A nonconforming on-premises sign shall not be ~~altered,~~ reconstructed, raised, moved, extended, or enlarged unless the sign is changed so as to conform to all provisions of this chapter.

~~b. A change of use of the premises shall require any associated sign to be brought into compliance with this chapter.~~

~~c.~~b. Normal maintenance and repair of a nonconforming on-premises sign is allowed; however, the cost of the maintenance and repair shall not exceed 60% of the present replacement cost of the sign. The burden of proof is upon the applicant and shall be based upon an estimate of the sign provided by a sign company. Repainting or replacing a damaged or deteriorated sign face is considered normal maintenance and repair. ~~as long as the use of the premises of the sign has not changed.~~

2. Damaged Signs. A nonconforming on-premises sign which has been damaged by fire, explosion, act of God, or any other cause, to the extent of more than 60% of its assessed value shall be repaired or rebuilt in conformity with the regulations of this chapter or be removed.

D. Off-Premises Signs and Billboards. All off-premises signs and billboards which are made nonconforming uses by the provisions of this chapter shall be subject to the following:

1. Unsafe Signs. Any sign or portion thereof found or declared unsafe by Lehi City shall be restored to a safe condition within 30 days after the owner is given notice of the unsafe condition. Any sign not repaired as required is unlawfully maintained.

a. Off-premises signs and billboards legally existing as of September 24, 2002 may continue as a nonconforming use and may be maintained and repaired or restored in the event the structure is damaged by casualty, act of God, or vandalism.

b. A nonconforming off-premises sign or billboard may be replaced at the same location with a new sign structure or may be converted to include an electronic display sign pursuant to the provisions of this chapter, provided that the new sign, sign structure, or EDS does not exceed the square footage of the sign face or sign structure being replaced., unless otherwise allowed by that Utah Code Annotated.

c. Nothing in this section shall be interpreted to allow any new off-premises sign or billboard.

2. Conversion to Electronic Display Sign. An applicant may convert an existing off-premises sign or billboard to include an electronic display without affecting the sign's nonconforming use or noncomplying structure status, provided:

a. the applicant submits a complete application in

accordance with this chapter and complies with all other applicable provisions of the Lehi City Municipal Code and Lehi City Development Code;

b. the off-premises sign or billboard is located within the Off-Premises Electronic Display Sign Overlay Zone as shown on Maps 23.010-23.030;

c. the height or the size of the sign's original non-electronic display sign area shall not be increased; however, the EDS may occupy the entire display area of the sign but in no case shall an off-premises EDS exceed 675 square feet in total signage area;

d. the EDS conversion adheres to the following illumination standards:

(i) The off-premises or billboard EDS may use any method of illumination identified and allowed in this chapter.

(ii) In no event shall an off-premises or billboard EDS increase the nighttime ambient illumination more than 0.3 foot candles when converting from an existing traditional non-electronic display face. The illumination measurements shall be calculated pursuant to Table 23.090.D of this chapter.

(iii) Off-premises and billboard EDSs shall be equipped with a sensor or other device that automatically determines the ambient illumination and which is programmed to automatically dim according to ambient light conditions to comply with the 0.3 foot candle requirement.

e. Display Timing. An off-premises and billboard EDS may change the displayed message from time to time; however, the interval between displayed message changes shall not be more frequent than eight seconds and the actual message rotation, or change, shall be accomplished in one-quarter of a second or less.

f. Static Display. The copy of an off-premises and billboard EDS shall be static and complete within itself.

g. Spacing Requirements. Off-premises and billboard EDS conversions along I-15 shall be located at least 1,000 feet from any other off-premises or billboard EDS as measured along the same side of the right-of-way.

If the EDS is owned by an off-premises sign or billboard company not affiliated with applicant, then the neighboring EDS may be located within 500 feet of the new proposed EDS.

h. Spacing Reduction for Sign Removal. If an owner is willing to completely and permanently remove traditional off-premises signage at a rate of two square feet for every one square foot of converted electronic signage area to be located within the Off-Premises Electronic Sign Overlay Zone, then a reduction in the minimum spacing from other on-premises EDSs and off-premises EDSs may be allowed to a minimum of 750-foot spacing. Two scenarios may occur by utilizing this option which are as follows:

(i) Two traditional off-premises sign structures are removed, and one new structure is erected within the Off-Premises Electronic Sign Overlay Zone as illustrated in Figure 1.

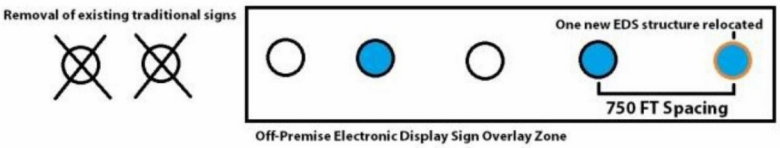


Figure 1.

(ii) One traditional off-premises sign is removed and one off-premises sign already located within the Off-Premises Electronic Display Overlay Zone may be converted to an electronic display with the reduced spacing as illustrated in Figure 2.

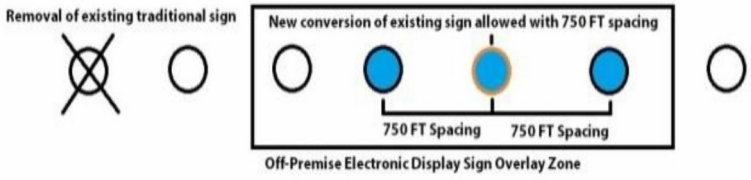
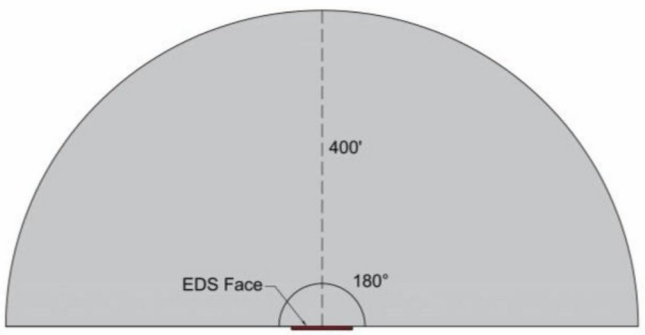


Figure 2.

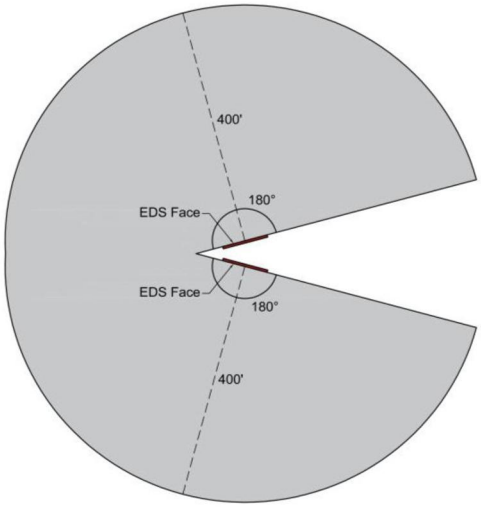
i. Photometric Plan. Each applicant shall submit a photometric plan before the installation of the proposed EDS showing



the dispersal in foot-candles and existing ambient light conditions. Once the installation of the EDS is complete, the sign owner shall take a light reading to ensure compliance to the 0.3 foot-candle requirement and provide evidence of the same to the City.

Figure 3a. The shaded area illustrates the area requiring residential curfew for an off-premises single-face EDS.

Figure 3b. The shaded area illustrates the area requiring residential curfew for an off-premises two-faced EDS on a single support structure.



j. Residential Curfew. An off-premises EDS shall only display a single, static message nightly from 11 p.m. until 6 a.m. if the EDS is located within 400 feet of a legally occupied dwelling and the 23-26 face of the sign is located within 180 degrees of a dwelling. This curfew shall not be applicable if the message displayed is an emergency public safety warning or alert, such as an AMBER Alert.

k. Sign Angle. Off-premises EDSs shall have a minimum angle of 45 degrees as measured between the EDS face and the roadway to which it is oriented, as shown in Figure 4.

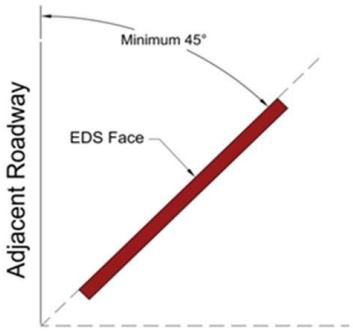


Figure 4. This figure illustrates the minimum angle required between an off-premises EDS face and the roadway to which it is oriented.

3. ~~Conditional Use Permit~~City Council Approval Required. An EDS conversion allowed by this section shall require ~~a conditional use~~ approval by the City Council. ~~and shall be subject to the provisions of Chapter 9 of this Code.~~ The following requirements shall be satisfied to receive ~~conditional use~~ approval:

a. Decorative Base. Each off-premises EDS shall be designed with a decorative base that conceals the structural support poles.

b. Emergency services. EDSs shall be registered with a program to participate in displaying AMBER Alert or other emergency messages.

c. The sign owner shall submit contact information for reporting malfunctions or violations.

E. Deterioration and Abandonment. A nonconforming off-premises sign or sign structure that ceases to be used for sign purposes for a period of one year shall be deemed abandoned on the basis that the nonconforming use has been abandoned, the nonconforming use has substantially changed, or such other grounds as may be appropriate. Any sign or sign structure which is abandoned or in an unreasonable state of repair is unlawfully maintained and subject to immediate revocation of its permit and removal.

Section 23.200. Violations and Enforcement.

A. It is unlawful to erect or maintain a sign contrary to the provisions of this chapter. This chapter may be enforced against any illegal sign, hazardous sign, or sign in violation of this chapter, as provided in this section.

B. The Code ~~Enforcement Officer~~Compliance Specialist shall investigate all complaints about signs and determine if a violation exists. If a sign is located on public property, impacts line of sight for safe vehicular travel, poses an immediate hazard, or is temporary or portable in nature without a permit, the sign may be removed immediately by Lehi City.

C. If a sign is found to be in violation other than as stated in subsection B, the Code ~~Enforcement Officer~~Compliance Specialist may issue a written notice of violation.

1. The sign owner shall have 14 calendar days to respond to the written notice issued by the Code ~~Enforcement Officer~~Compliance Specialist by either contacting the Planning Division to obtain approval for the sign, removing the sign, or otherwise correcting the violation. If the violator does not proceed with one of the above options, it shall be a Class C misdemeanor except as otherwise provided by Utah State Code.

2. The Code ~~Enforcement Officer~~Compliance Specialist or designee may remove any sign which, after 14 calendar days from written notification of a violation, has not been brought into compliance.

~~D. Any sign that has been removed by the City shall be stored at a location determined by the Code Enforcement Officer for a period of seven days, during which time the owner or person having charge, control or benefit of the confiscated sign may redeem the sign after payment of enforcement costs, including but not limited to costs of removal, storage, and disposal of the sign, to the City in an amount determined by the Code Enforcement Officer. Payment of costs to the City shall be made to the Police Department. Lehi City shall be held harmless for any damages incurred to signs and property as a result of the sign's confiscation and storage.~~

~~E.~~D. In addition to enforcement costs, sign owners and persons having charge, control, or benefit of any sign erected in violation of this title shall be liable for any damages caused to property, facilities, or utilities by reason of the placement, attachment, or removal of such unlawful sign.

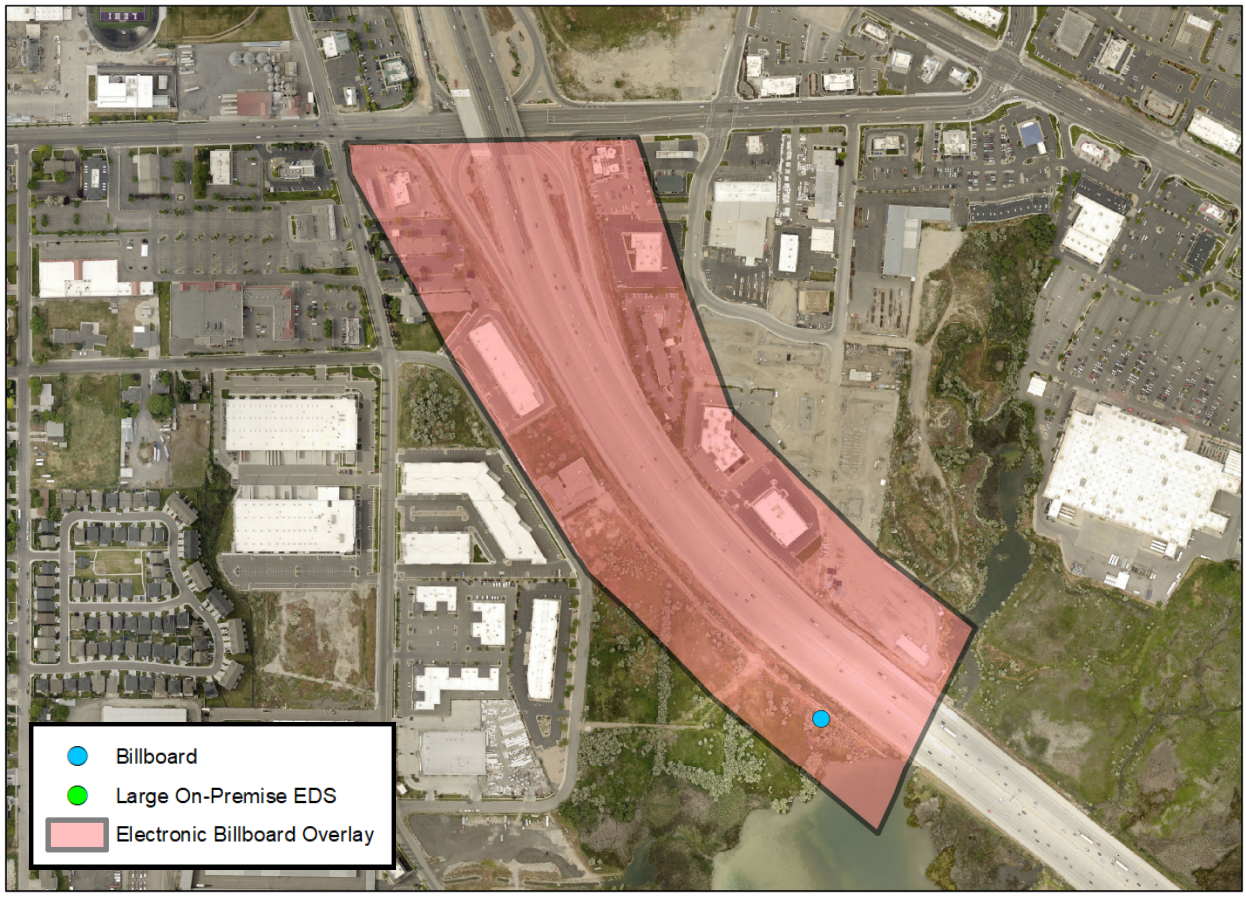
~~F.~~E. Signs not redeemed within seven days may be disposed of. ~~shall be destroyed.~~

~~Section 23.210. Severability.~~

~~If any section, subsection, subdivision, paragraph, sentence, clause, phrase, figure, map or table of this chapter is for any reason held to be unconstitutional, invalid, or ineffective by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this chapter, or any part thereof, which shall continue in full force and effect. The city council hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause, phrase, figure, map, or table of this chapter irrespective of the fact that any one or more be declared unconstitutional, invalid or ineffective.~~

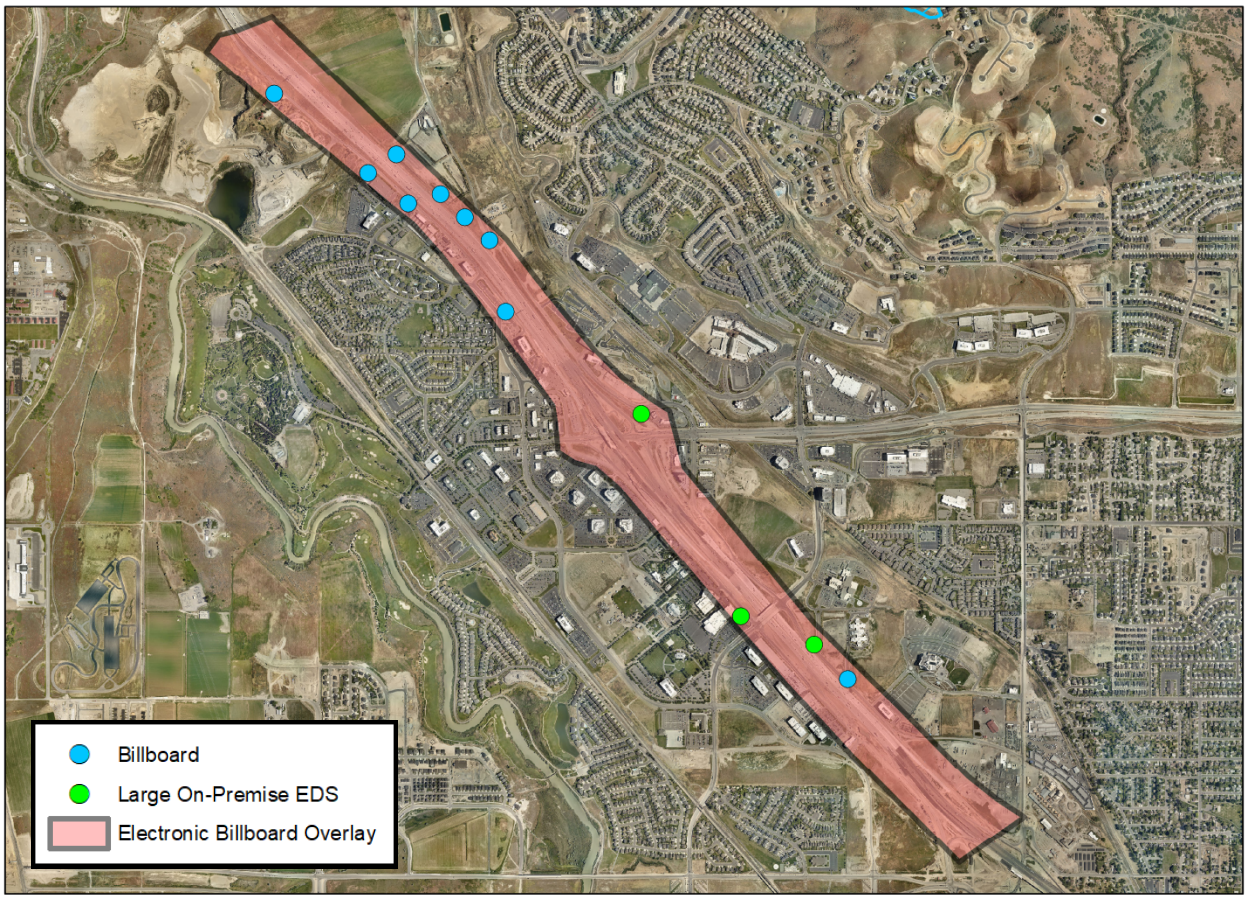
MAP 23.010

Off-Premises Electronic Display Sign Overlay Zone - South



MAP 23.020

Off-Premises Electronic Display Sign Overlay Zone - North



MAP 23.030 *(Amended 07/30/19)*

Off-Premises Electronic Display Sign Overlay Zone - Central



EST 1852
LEHI CITY
PIONEERING UTAH'S FUTURE

Community Development Department –
Planning Division

153 North 100 East
Lehi, UT 84043
Office 385.201.1030
lehi-ut.gov

March 18, 2026

Narrative –Chapter 23, Signs Development Code Amendment

The Planning Division is proposing a comprehensive update to Chapter 23 of the Development Code. While working on recent Development Code amendments to clarify and clean up conditional uses it was noticed that there are several conditional uses required as part of the Signs Chapter. Additionally, local sign companies and the Planning Commission have pointed out issues within the Chapter that warranted a deeper examination. The intent of this amendment has been to be reasonable and business friendly, while still maintaining a well-kept community. This update seeks to simplify the approval process for signs that meet the Code and incentivize those types of signs and thereby have less signs requesting exceptions that need Planning Commission approval.

Conditional uses have long been a difficult topic for the Planning Commission because the threshold to deny them is high and has put the Planning Commission into tough positions during public meetings.

Please contact the Planning Division if you have any questions. A more detailed explanation of the changes follows on the following pages of this narrative.

Thank you,

Jacob Curtis, AICP
Planner 3

Section 23.010- Purpose, Intent, and Objectives

- Clarified the purpose of the Chapter and removed redundant or less relevant objectives.

Section 23.020- Scope of Chapter

- Removed redundant and unnecessary sections and moved remaining paragraphs to General Sign Requirements. (A- Content Neutrality and B- Conflict of Regulations)
- Pictures are planned to be removed from this Chapter.

Section 23.030- Definitions

- Removed several redundant definitions and definitions for words that did not exist elsewhere in the Chapter.
- Added Semaphore definition.
- Post DRC, the decision was made to move all of these remaining definitions to Chapter 39, Definitions.

Section 23.040- removed due to redundancy with provision in Section 23.050.

Section 23.050- General Signs Requirements

- Post DRC, remaining parts from other sections were added here. (A-E)
- Clarifies that unless specifically noted signs are not allowed to be placed on trees, in the Public ROW, or on City owned property.
- Removes potential exception to allow signs in a public utility easement.
- Removes other redundant sections. (H & I)

Section 23.060- removed due to redundancy with provision in Section 23.050.

Section 23.070- Exemptions

- Added some addition exempt signs (religious, for sale, and temporary construction signs)
- Update to Temporary Political Signs to match recently updated State Code.

Section 23.080- Sign Approvals

- Adjusted signs approved by Zoning Administrator and by the Planning Commission.

- Conditional use signs only consist of larger EDS signs, pylon signs asking for exceptions, and electronic conversions of existing billboards.

Section 23.090- Regulations for Permanent Signs

- Removed section for Civic Institutional Signs since they are exempt from permitting requirements

- Clarified review requirements for Electronic Display Signs. Reformatting of section on illumination requirements.

- Monument signs would no longer require native or natural materials for a monument sign base. Additionally, flexibility granted to Zoning Administrator for signs with significant grade differences. Corner lots may also combine frontage totals and opt for one sign in lieu of smaller signs on both frontages.

- Pylon signs for parcels 3 acres on less if close to interchange and ROW added for 2100 N, Mountain View Corridor, and SR-92.

- All additional height or size increases above the allowed amounts would require an exception at Planning Commission.

- Wall signs can either be molded logos and individual letters or cabinet style.

- Painted signs or murals can now be reviewed by the Historic Preservation Commission and then approved by the Zoning Administrator instead of being treated like a Conditional Use.

Section 23.100- Temporary Signs

- Redundant regulations removed that can be found under General Sign requirements.

Section 23.110- Billboards and Off Premises Sign Regulations

- Off-premise public information signs can now just be approved by the Zoning Administrator instead of being a Conditional Use.

Section 23.120- Prohibited Signs

- Redundant signs were removed from this list since they were covered under other signs in the list.

Section 23.140- Measurement of Sign Area

- Some redundant or unclear information was removed in this section.

Section 23.140- Sign Theme

- Removed. Not seen as essential section if signs met requirements in 23.090.

Section 23.150- Design

- Removed several non-enforceable items and redundant items and moved rest of section to General Sign Requirements.

Section 23.170- Maintenance Requirements

- Removed this section since covered in General Sign Requirements.

Section 23.190- Nonconforming Signs

- Softened some of the wording in this section.
- A change of use does not automatically require the sign to be brought into conformity. For example, a health clinic could go into a former restaurant and still use their pylon sign that was potentially non-conforming.

Section 23.200- Violations and Enforcement

- Code Enforcement Officer switched to Code Compliance Specialist
- Per Legal, made violations possible Class C misdemeanor.
- Removed requirement for City to hold signs removed for violation for seven days.

Section 23.210- Severability

- Removed due to redundancy with Chapter 2 of Development Code

ORDINANCE NO: 2026 - __

AN ORDINANCE AMENDING THE LEHI CITY DEVELOPMENT CODE CHAPTER 23

WHEREAS, it has become necessary to amend Chapter 23 of the Lehi City Development Code; and

WHEREAS, this amendment seeks to clean up and update the text while also reducing the number of exceptions allowed in the Code; and

WHEREAS, following a public hearing on July 9, 2026, the Lehi City Planning Commission reviewed the proposed revisions and forwarded a positive recommendation to the City Council; and

WHEREAS, on August 11, 2026, the City Council held a duly noticed meeting to receive public comment and ascertain the facts regarding this matter, which facts and comments are found in the hearing record and which include the staff report, minutes from the Planning Commission meeting of July 9, 2026, and the positive recommendation of the Planning Commission; and,

WHEREAS, after considering the facts and comments presented to the Municipal Council, the Council finds: Chapter 23 of the Lehi City Development Code should be amended; and such action furthers the health, safety, and welfare of the citizens of Lehi.

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

PART I:

Chapter 23 of the Lehi City Development Code is hereby amended.

PART II:

A. If a provision of this Ordinance -2026 conflicts with a provision of a previously adopted ordinance concerning the same title, chapter, and/or section number amended herein, the provision in this Ordinance shall prevail.

B. This ordinance and its various sections, clauses and paragraphs are hereby declared to be severable. If any part, sentence, clause or phrase is adjudged to be unconstitutional or invalid, the remainder shall not be affected thereby.

C. The City Council hereby directs that the official copy of the Lehi City Code be updated to reflect the provisions enacted by this Ordinance.

D. This Ordinance shall take effect immediately after being posted or published as required by law.

Approved and Adopted by the City Council of Lehi City this 11th day of August 2026.

ATTEST

_____	_____
Paul Binns, Mayor	Teisha Wilson, City Recorder

State of Utah
County of Utah

Subscribed and sworn/affirmed before me by

_____
Name of Person

This ___ day of _____ _____
Month Year

By_____
Notary Public

Agenda Item No: 5.2

City Council Agenda Item Report

Meeting Date: August 11, 2026
Submitted By: Jacob Curtis
Submitting Department: Planning Division
Item Type: Resolution
Agenda Section: Regular Agenda

Subject:
Consideration of Resolution #2026-47, approving the Intent to Annex the Pasture Walk Annexation on 4.4 acres located at approximately 900 North 1000 West.

Summary:

Attachments:

Resolution -Pasture Walk Annexation 08.11.26.docx

Pasture Walk Annexation 1.pdf

RESOLUTION NO: 2026-

RESOLUTION OF INTENT OF LEHI CITY COUNCIL TO ANNEX REAL PROPERTY ("PASTURE WALK" ANNEXATION)

WHEREAS, the Lehi City Council has determined that a certain parcel of real property described in Exhibit A constitutes a portion of land contiguous to Lehi City Corporation and should be annexed to Lehi City Corporation; and

WHEREAS, the area to be annexed consists of one or more unincorporated islands or unincorporated peninsulas contiguous to the municipality, each of which has fewer than 800 residents; and

WHEREAS, Lehi City Corporation can provided one or more municipal-type services to the area; and

NOW THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. Pursuant to the provision of Section 10-2-418 of the Utah Code, the Lehi City Council hereby intends to annex the parcels of real property owned by Pasture Walk LLC and Vern & Carol Matthews, consisting of approximately 4.4 acres, and further described by Attachment "A".

2. Staff is directed to publish notice of this proposed annexation in a newspaper of general circulation within Lehi City, once a week for three successive weeks. Said notice shall comply with the requirements of Section 10-2-418(2)(b) of the Utah Code.

3. This Resolution shall be effective upon the date of its adoption.

PASSED AND APPROVED by the City Council of Lehi City, Utah this 11th day of August 2026.

ATTEST:

_____ _____

PAUL BINNS, Mayor TEISHA WILSON, City Recorder

Exhibit A

NOTICE OF INTENT TO ANNEX REAL PROPERTY

Notice is hereby given that Lehi City Corporation has adopted a resolution indicating its intent to annex real property owned by Pasture Walk LLC and Vern & Carol Matthews, located at approximately 900 N 1000 W, Lehi, Utah, consisting of approximately 4.4 acres, and further described as follows:

Legal Description:

ANNEXATION DESCRIPTION

Beginning at a point on the South line of Cache Addition Annexation which is North 00°28'15" West 592.91 feet along the section line and East 371.93 feet from West Quarter Corner of Section 19, Township 5 South, Range 1 East, Salt Lake Base and Meridian: thence East 509.17 feet along said Cache Addition; thence along Lehi City Boundary the following two courses 1) South 14°37'51" East 606.32 feet; 2) South 00°02'04" East 42.75 feet; thence along Record of Survey Entry No. 26–088 the following three courses 1) North 84°58'57" West 39.44 feet; 2) North 89°07'43" West 60.85 feet; 3) North 41°58'17" West 840.68 feet to the point of beginning.

A public hearing has been scheduled before the Lehi City Council on the 11th day of August 2026, at 7 p.m. for the purpose of receiving public comment.

The Lehi City Council will annex the above-described parcels unless, at or before the public hearing, written protests to the annexation are filed by the owners of real property located within the area proposed for annexation covering a majority of the total private land area within the entire area proposed for annexation and also is equal to at least ½ the value of all private real property within the entire area proposed for annexation.

PASTURE WALK ANNEXATION
CITY COUNCIL REPORT

Applicant	Jeanne Walker		
Meeting Date	August 11, 2026		
Requested Action/Purpose	Acceptance of a resolution of intent to annex		
Location	Approximately 900 North 1000 West		
Requested Zoning	R-1-22		
General Plan Land Use Designation	VLDRA		
Acreage	4.4 acres		
Existing Land Use	Single family residential		
Adjacent Zoning and Land Use	*North*	A-1	Single family residential
	South	R-1-12	Single family residential
	East	A-1	Single family residential
	West	TH-5	Single family residential
Assigned Planner	Jacob Curtis		

REQUIRED ACTION

City Council	Acceptance of resolution
Planning Commission	Review and recommendation on proposed zoning
City Council	Final approval

REPORT ANALYSIS

The applicant requests approval of the resolution of intent to annex property located at approximately 900 North 1000 West with proposed R-1-22 zoning. The applicant desires to annex the property into Lehi City. The proposed annexation will add a portion of an existing county island. This area has a general plan land use designation with the intent that it would annex into Lehi at some point.

The resolution of intent is the first step in the process of annexing. If approved, the annexation will go to the Planning Commission for review and recommendation on the zoning. The final public hearing and consideration will take place at the final City Council meeting.

The DRC reviewed the proposed annexation and had no critical issue concerns. The DRC comments were informative for the applicant.

POSSIBLE MOTIONS AND FINDINGS

The City Council may move to accept or deny the resolution of intent to annex. Any motion should include findings. Possible findings include:

1. The proposed application does/does not conform to the goals and policies of the General Plan.
2. Other findings as determined by the public hearing.

Pasture Walk Annexation
DRC Redline Comments

Jeanne Walker- requests review of the Pasture Walk Annexation on 4.4 acres located at approximately 900 North 1000 West.

DRC Members Present: Glade Kirkham, Garion Rowett, Ryan Allred, Shelbey Brewer, Kim Struthers, Gary Smith, Gary Ellis, James Farnsworth, Matt Seal
Representatives of the Applicant Present: Tony Trane
Assigned Planner: Jacob Curtis
Date of Plans Reviewed: 7/22/26
Time Start: 2:03 pm
Time End: 2:10 pm

DRC REPORT:

1. **Critical Issues: None**

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

3. **Zoning required or recommended- R-1-22**

4. **Distances to schools/parks/shopping**

5. **Transportation**

DRC GENERAL COMMENTS:

1. Can we coordinate with UTA to annex in this portion as well to fill in the County island? Put it as TH-5.
2. FYI - there is a master planned shared use trail along the edge of the railroad corridor that will need to be installed with development and reimbursed by the City.
3. As a condition of recording the annexation plat, water dedication will be required at a rate of .79 acre feet of culinary water and 2.9 acre feet per acre of irrigation water.
4. Show Matthews piece as A-1 Zone
5. Power- Future development will require a line extension.

THIS ITEM WILL BE SCHEDULED FOR CITY COUNCIL ON AUGUST 11, 2026.

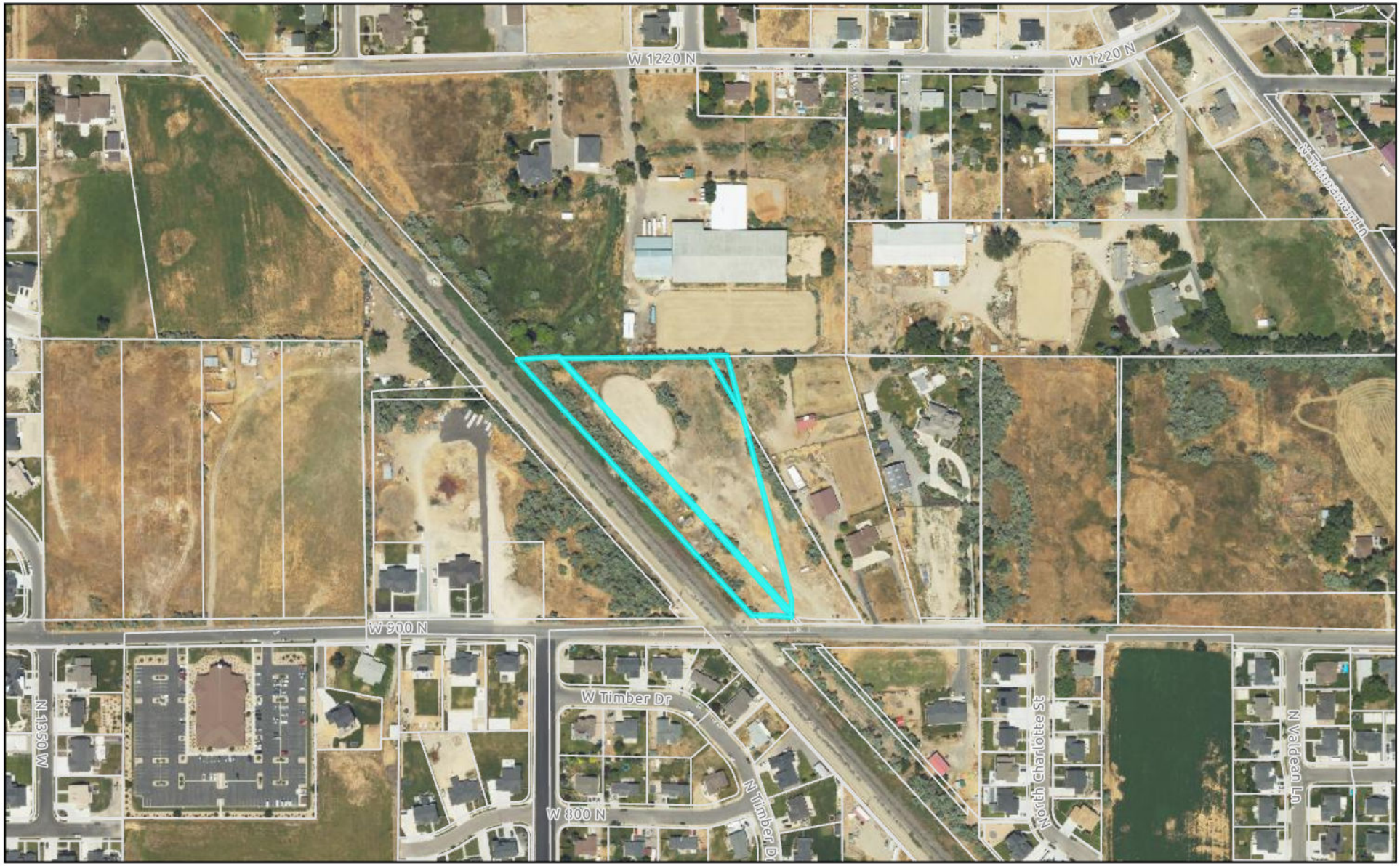
NEED ENVELOPES

(PLANNING STAFF - REMEMBER TO SEND AN ELECTRONIC COPY OF THE ANNEXATION PLAT TO THE COUNTY SURVEYOR'S OFFICE FOR THEIR "PRE CHECK" AND REMEMBER TO CHECK NAME ON ANNEXATION PLAT THAT IT STAYS THE SAME THROUGHOUT THE PROCESS AND ON ALL LEGAL DOCUMENTS)

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

Pasture Walk Annexation

Aerial

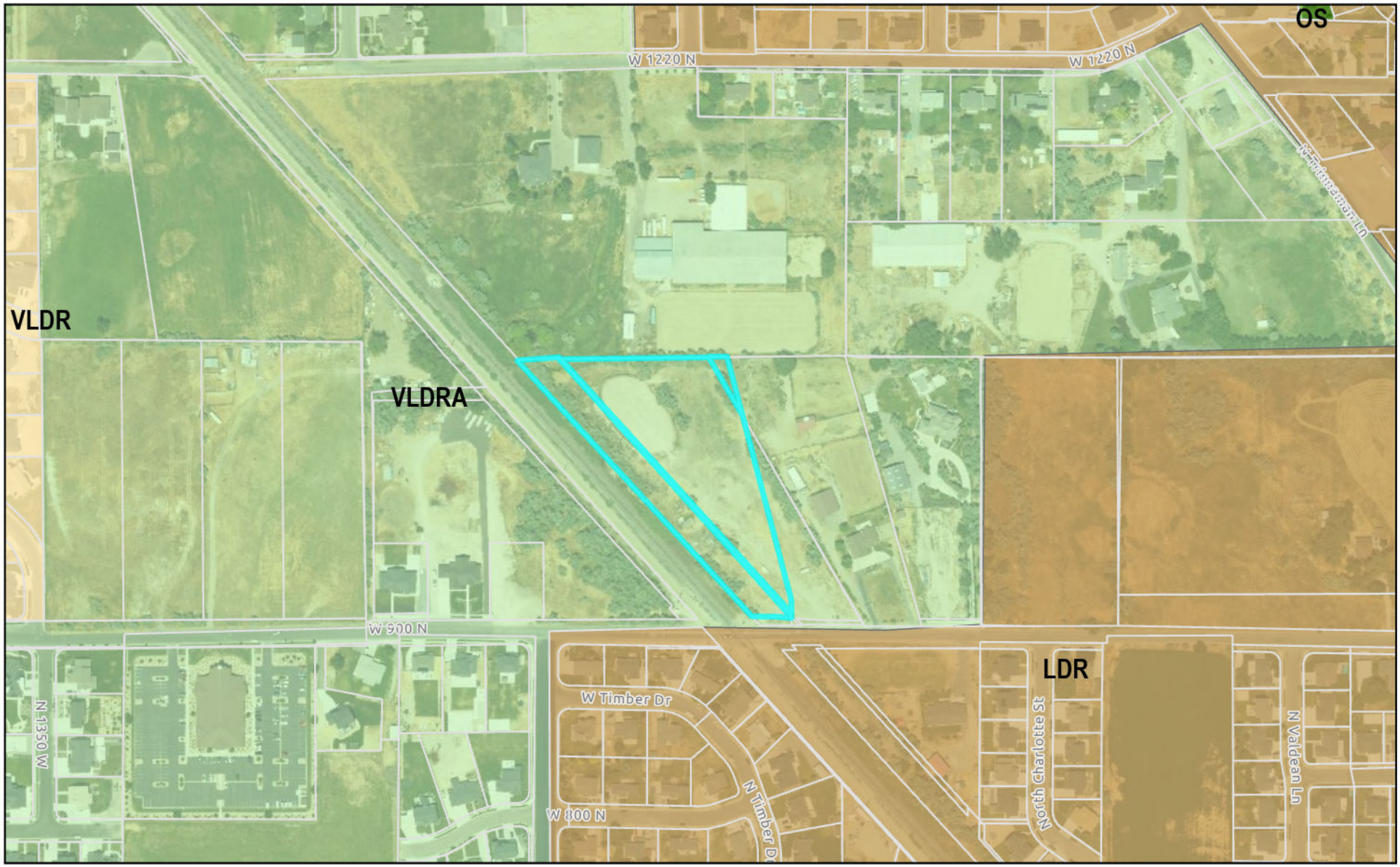


0 425 850 1,700 Feet

LEHI CITY

Pasture Walk Annexation

General Plan

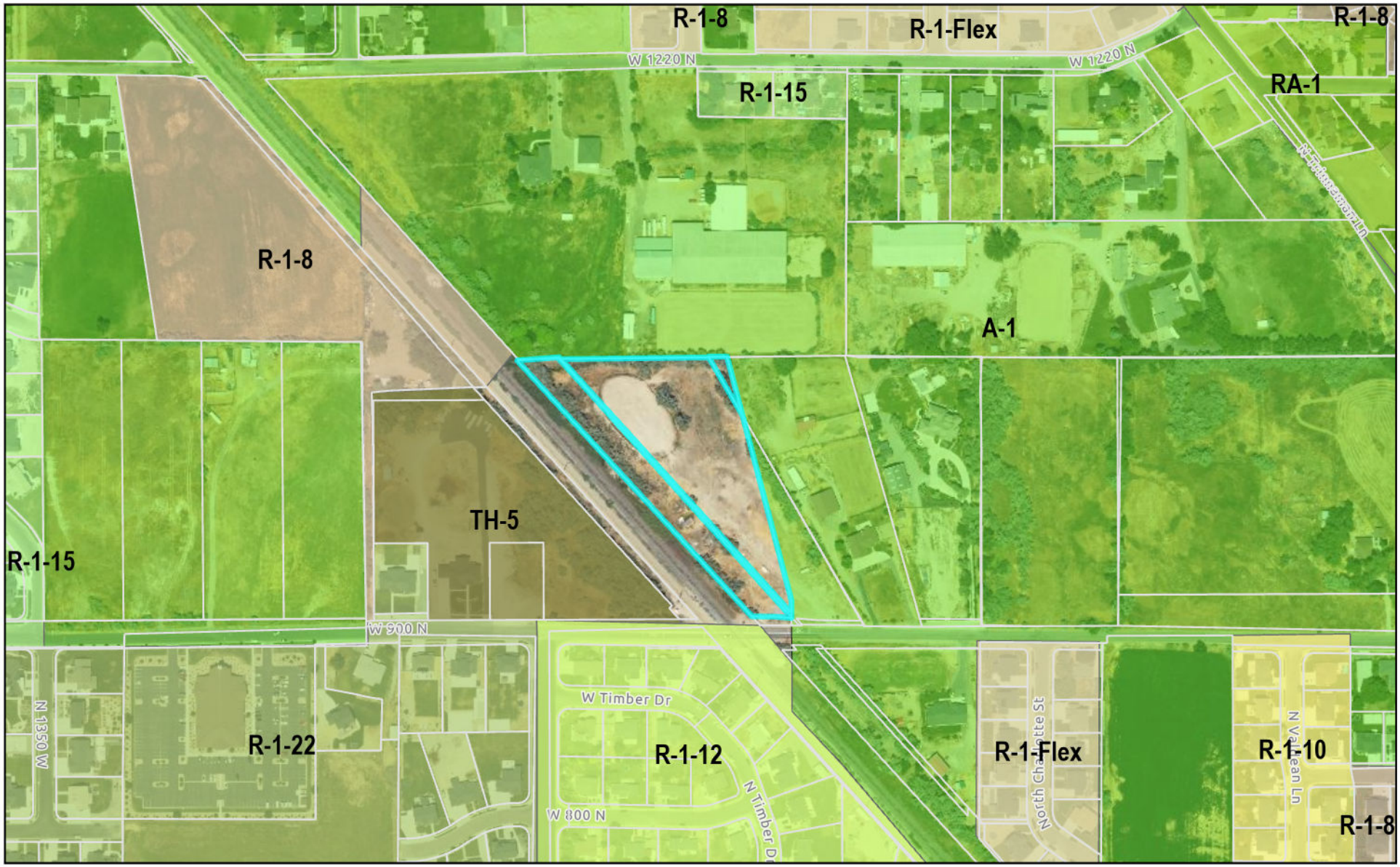


0 425 850 1,700 Feet

LEHI CITY

Pasture Walk Annexation

Zoning

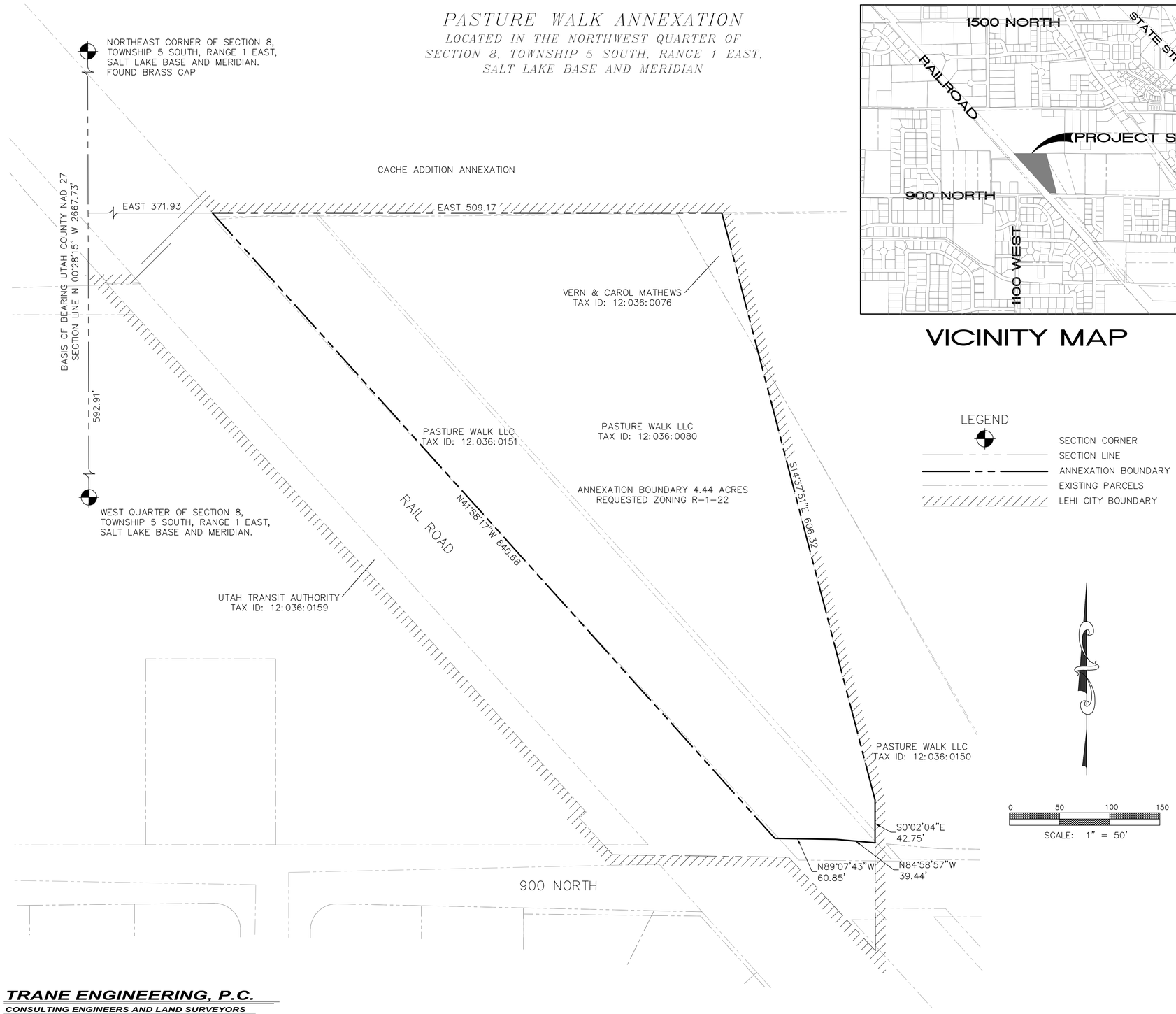


0 425 850 1,700 Feet

LEHI CITY

PASTURE WALK ANNEXATION

LOCATED IN THE NORTHWEST QUARTER OF SECTION 8, TOWNSHIP 5 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN



VICINITY MAP

LEGEND

- SECTION CORNER
- SECTION LINE
- ANNEXATION BOUNDARY
- EXISTING PARCELS
- LEHI CITY BOUNDARY

TRANE ENGINEERING, P.C.
CONSULTING ENGINEERS AND LAND SURVEYORS
27 EAST MAIN STREET, LEHI, UTAH 84043 (801) 768-4544

SURVEYOR'S CERTIFICATE

I, TRAVIS TRANE, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR AND THAT I HOLD LICENCE NO. 5152741 AS PRESCRIBED BY THE LAWS OF THE STATE OF UTAH; I HEREBY CERTIFY THAT THIS IS A TRUE AND ACCURATE MAP OF THE TRACT OF LAND TO BE ANNEXED TO LEHI CITY, UTAH COUNTY, UTAH.

ANNEXATION DESCRIPTION

Beginning at a point on the South line of Cache Addition Annexation which is North 00°28'15" West 592.91 feet along the section line and East 371.93 feet from West Quarter Corner of Section 19, Township 5 South, Range 1 East, Salt Lake Base and Meridian; thence East 509.17 feet along said Cache Addition; thence along Lehi City Boundary the following two courses 1) South 14°37'51" East 606.32 feet; 2) South 00°02'04" East 42.75 feet; thence along Record of Survey Entry No. 26–088 the following three courses 1) North 84°58'57" West 39.44 feet; 2) North 89°07'43" West 60.85 feet; 3) North 41°58'17" West 840.68 feet to the point of beginning.

SURVEYOR

DATE

SURVEYOR'S SEAL

This plat has been reviewed by the County Surveyor and is hereby certified as a final local entity plat, pursuant to Utah Code Ann. 17–23–20 as amended

COUNTY SURVEYOR

DATE

COUNTY SURVEYOR'S SEAL

ACCEPTANCE BY LEGISLATIVE BODY

We, the duly elected Council of LEHI City, Utah, have received a request to initiate procedures for the annexation of the tract of land shown heron, which tract constitutes a portion of an existing island or peninsula within or contiguous to the City, an do hereby certify: (1) the Council has adopted a resolution setting forth its intent to annex the tract, provided notice and conducted hearings on the matter, and adopted an ordinance providing for the annexation of the tract to the City: all in accordance with the provisions of Section 10–2–418 Utah Code Annotated, as amended, and (2) that the Council does hereby approve and accept the annexation of the tract of land shown hereon as a part of Lehi City, to be Known here after as the Pasture Walk Annexation.

DATED THIS _____ DAY OF _____, 2021.

Mayor

Council Member

Council Member

Council Member

Council Member

Council Member

Council Member

City Recorder

RECORDER'S SEAL

FINAL LOCAL ENTITY PLAT

PASTURE WALK ANNEXATION

LEHI CITY, UTAH COUNTY, UTAH

SCALE 1" = 50 FEET

RECORDING INFORMATION

Agenda Item No: 5.3

City Council Agenda Item Report

Meeting Date: August 11, 2026
Submitted By: Katie Bussell
Submitting Department: Planning Division
Item Type: Action Item
Agenda Section: Regular Agenda

Subject:
Consideration of Concept Plan approval for the Fox Trail Subdivision, now requesting nine lots and a development agreement, located at 2850 West 1500 North.

Summary:

Attachments:

Fox Trail Subdivision 9 lot Development Agreement Concept 08.11.26 - council packet.pdf

FOX TRAIL SUBDIVISION 9-LOT CONCEPT

CITY COUNCIL REPORT

Applicant	Symphony Homes
Meeting Date	August 11, 2026
Requested Action/Purpose	Approval of a proposed Development Agreement
Decision Type	Legislative
Date of DRC Review	June 24th, 2026
Date of Planning Commission Review	July 9th, 2026
Location	Approximately 2850 West 1500 North

REQUIRED ACTION

Planning Commission	Review and recommendation
City Council	Final approval

APPLICABLE DEVELOPMENT CODE REGULATIONS

Section 29.010. Applicability.
Lehi City may, in the exercise of the legislative powers and at the full discretion of the City Council, enter into a development agreement. Under no circumstances is this required. A development agreement adopted by the City Council may identify terms and conditions which may modify the provisions of this Code and other requirements of the City, provided that the City Council determines the best interests of the City and its residents are advanced by the adoption of such an agreement. Any such development agreement shall constitute a binding contract between the applicant and the city (the "parties") and shall contain such terms and conditions as agreed to by the parties subject to the requirements of this Chapter. The City Attorney or his designee is authorized to negotiate development agreements on behalf of Lehi City.

Section 29.020. Criteria for Entering into a Development Agreement.
The City may enter into a development agreement only if the development agreement:

A. Has been duly adopted by the City Council in accordance with the provisions of this chapter.

B. The proposed development to which the development agreement pertains is in conformity with the general plan, zoning district regulations, and other applicable requirements of the City.

C. The proposed development subject to the agreement contains outstanding features that advance the policies, goals and objectives of Lehi City, or the property owner agrees to provide capital improvements that exceed the development's proportionate share of the costs of the facilities needed to service the development, which hereby advance the provision of facilities to serve Lehi City.

Table 05-040-A Notes:

a. For subdivisions located along a master planned major roadway or master planned trail, the applicable Land Use Authority, following review and recommendation from the DRC, may allow higher density, reduced lot size, reduced frontage, or other design considerations in lieu of payment to the developer for right-of-way and/or other improvements required by the Lehi City General Plan, Master Transportation Plan and/or Lehi City Design Standards and Public Improvements Specifications Manual (concept plan required).

APPLICABLE STATE CODE REGULATIONS

10-9a-532

(2) (a) A development agreement may not:

(i) limit a municipality's authority in the future to:

(A) enact a land use regulation; or

(B) take any action allowed under Section 10-8-84;

(ii) require a municipality to change the zoning designation of an area of land within the municipality in the future; or

(iii) allow a use or development of land that applicable land use regulations governing the area subject to the development agreement would otherwise prohibit, unless the legislative body approves the development agreement in accordance with the same procedures for enacting a land use regulation under Section 10-9a-502, including a review and recommendation from the planning commission and a public hearing.

REPORT ANALYSIS

The applicant requests recommendation of the Colledge Farms Concept Plan for a nine-lot subdivision located at approximately 2850 West 1500 North. This concept plan is requesting a development agreement to allow for nine-lots instead of the eight previously awarded for this development.

Under current zoning standards and regulations, this subdivision does not qualify for nine lots. The R-1-22 zone requires each lot to be a minimum of 22,000 square feet, and that the frontages must be 100 feet. Due to the layout and our required connectivity standards to have 2850 West connect to 1500 North, it was difficult to have nine lots meet those zoning requirements. In the previous approval of the eight-lot subdivision, an extra lot and flexibility in the zoning requirements was granted because this project is widening 1500 North to include additional right-of-way.

Symphony Homes and the HOA of Colledge Farms is requesting a development agreement to allow for the nine lots to better match the existing subdivision surrounding Fox Trail. The subdivision surrounding Fox Trail is Colledge Farms. Colledge Farms came through as a PRD, which allowed them to have flexibility in the lot size and other zoning requirements in exchange for providing open space for the residents. The HOA of Colledge Farms is willing to absorb the additional lots of Fox Trail into their subdivision. Their main reasons for supporting the additional lot according to the applicants narrative is overwhelming neighborhood support, comparable and consistent lot sizes, additional housing, additional amenity contributions to the HOA. The Planning Commission and City Council will need to determine if the justification presented in the narrative by the applicant is enough to justify an additional lot.

DRC Comments

There were three redline comments from the DRC, including:

1. Park strip to be maintained by HOA
2. What is the justification for the extra lot?
3. Please provide an explanation on how this 9 lot subdivision benefits the City (provided).

Please consider all DRC comments in your motion.

SCOPE OF APPROVAL

Development Agreements are fully discretionary items. This means the City Council can decide whether or not to enter into them and what elements to include in the agreement. The Planning Commission may provide a positive or negative recommendation and also include any changes or additions they would like included.

The public can give comments in support of or against the proposed development agreement. Focusing comments on

specifics of the agreement and their potential impacts often are the most beneficial.

POSSIBLE MOTIONS AND FINDINGS

The City Council may move to approve or deny the proposed Development Agreement. Any motion should include findings. Possible findings include:

1. The proposed Development Agreement aligns with the goals and policies of the General Plan.
2. Additional findings based upon information presented during the public hearing.

PLANNING COMMISSION RECOMMENDATION

The Planning Commission reviewed the proposed development agreement on July 9th, 2026. The minutes and motion from that meeting follow.

3.6) Public hearing and recommendation of Symphony Home's request for review of the Fox Trail Subdivision Concept Plan, now requesting nine lots and a development agreement, located at 2850 West 1500 North.

The applicant was present.

The Commission discussed the potential powers and responsibilities of the HOA.

Commissioner Eyre opened public comment.

Neil Farrell foresees issues with the project.

Candace Jones is against smaller lot sizes and likes the nine lot plan.

Janessa Baker thinks the traffic ramifications will not be as bad as others are making them out to be. She appreciates that the developers worked with residents on the plan.

Katie Beckham is opposed.

There were six online comments in favor and eight online comments opposed to the project.

Commissioner Eyre closed public comment.

The Commission discussed the methodology of the HOA polling that took place, the difference in public attitude from previous times this piece of property has been brought, the purview of the Commission as far as involvement with HOAs goes, and what benefits the city would bet based on this agreement.

> **Motion:** Commissioner Roberts moved to give a positive recommendation to the Lehi City Council with the findings that there is outstanding community support, benefit to the neighborhood and benefits to Lehi City including the maintenance of the park strip, trail connections. He included all DRC comments. Commissioner Jones seconded.
>
> **Vote:** Commissioner Jackson, yes. Commissioner Jones, yes. Commissioner Eyre, yes. Commissioner Kunze, yes. Commissioner Roberts, yes.
>
> Motion passed unanimously.

Fox Trail Subdivision Concept Plan
DRC Redline Comments

*Symphony Homes- requests review of the **Fox Trail Subdivision concept plan** to request a development agreement for a nine-lot subdivision located at 1450 North 2850 West.*

DRC Members Present: Glade Kirkham, Garion Rowett, Ryan Allred, Shelbey Brewer, Kim Struthers, Gary Smith, Gary Ellis, James Farnsworth, Luke Seegmiller, Brad Wilbur
Assigned Planner: Katie Bussell
Representatives of the Applicant Present: Russell Wilson, Neal Ferrel
Date of Plans Reviewed: 6/16/26
Time Start: 2:15 PM
Time End: 2:30 PM

DRC REDLINE COMMENTS:
Glade – Power: No comments.
Brad – Fiber: No comments.
Garion – Fire: No comments.
Ryan – Water/Sewer: No comments.
James – Parks:
1. Park strip to be maintained by HOA

Gary S. – Building/Inspections: No comments.
Shelbey – Public Works: No comments.
Gary E. – Engineering:
2. What is the justification for the extra lot? This should be denied without just cause.

Kim – Planning:
3. Please provide an explanation on how this 9 lot subdivision benefits the City prior to being scheduled for Planning Commission.

A. At the very least, I would recommend some additional landscape area along 1500 N just as was done for Lehi Terrace along 1200 W. Or additional amenities within the existing College Farms PRD.

DRC GENERAL COMMENTS:
1. The concept plan shall not constitute a development permit. (Does not vest).

THIS ITEM IS/IS NOT REQUESTING AN EXCEPTION.
(An exception requires stamped addressed envelopes for public noticing if the project proceeds to Planning Commission)

THIS ITEM WILL BE SCHEDULED FOR PLANNING COMMISSION ON JULY 9TH (PENDING NARRATIVE AND ENVELOPES)

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

Dear Ms. Bussell,

On behalf of the Board of Directors and the residents of the Lehi Riverwalk community, I am writing to express the Association's formal support for Symphony Homes' proposal to increase the approved lot count in the new development north of Riverwalk from eight (8) lots to nine (9).

We have reviewed the proposal carefully, and we believe the modest increase is well-aligned with the character of our neighborhood and offers a clear public benefit to the surrounding community. We respectfully ask the Planning Department to approve it for the reasons outlined below.

Overwhelming neighborhood support

The proposal enjoys overwhelming, enthusiastic support among Riverwalk residents. The HOA Board has gathered feedback from the community, and the response has been overwhelmingly favorable. Residents recognize that thoughtful, well-executed development on the adjacent parcel strengthens the neighborhood rather than detracting from it, and they are eager to see the project move forward.

Comparable and consistent lot sizes

The nine proposed lots remain consistent in size and configuration with the existing lots throughout the Riverwalk community. The change does not introduce undersized or out-of-character parcels; rather, it preserves the established density, spacing, and aesthetic that residents value. From a planning and design standpoint, the development will read as a natural extension of Riverwalk rather than a departure from it.

Public benefit: continuity and inclusiveness

Approving the additional lot supports continuity between the existing community and the new development, creating a cohesive, integrated neighborhood rather than a fragmented one. It also advances inclusiveness by making room for an additional household to become part of the Riverwalk community—welcoming more families into a neighborhood that residents are proud to call home.

Additional funding and amenity contributions

As part of this proposal, Symphony Homes has committed to a $65,000 contribution to the Lehi Riverwalk HOA toward a new community amenity—a direct, tangible benefit to every resident of the neighborhood.

The ninth lot increases the development's contribution to shared infrastructure and amenities. The additional unit expands the base that supports community amenities and

ongoing maintenance, which benefits both current residents and future homeowners. This added funding helps ensure that the shared spaces and improvements connecting the two communities are well-resourced and sustainable over the long term.

Conclusion

For these reasons—strong resident support, lot-size continuity with the existing community, the public benefits of continuity and inclusiveness, and the additional amenity and funding contributions—the Lehi Riverwalk HOA respectfully requests that the City Planning Department approve Symphony Homes' proposal to increase the lot count from eight to nine.

We appreciate the Department's careful consideration and welcome the opportunity to provide any additional information that would be helpful. Please feel free to contact me directly.

Respectfully,

Neal Ferrell

President, Lehi Riverwalk HOA

June 25, 2026

Lehi City Planning Division
Attn: Ms. Katie Bussell
153 North 100 East
Lehi, Utah 84043

Dear Ms. Buswell,

We appreciate your review of our concept plan application amending the approved plat for Fox Trail subdivision.

Symphony Homes recently turned over the Colledge Farms HOA to the residents. Soon after, we were approached by the new HOA board about including Fox Trail as an additional phase to their subdivision and to become part of the HOA. During the discussion it was discovered that there was a misunderstanding of Symphony's original proposal for 9-lots and it did not receive support from the community at that time. The new board has asked Symphony to submit a new application and is now interested in the prospect of the development receiving a 9th lot and sees it as a benefit to the community. They believe this benefit includes making a more cohesive development by including this adjacent property in the HOA, and all lot sizes will be comparable in size to what currently exists in the Colledge Farms community. To achieve this, the 9th lot will specifically be located on the west side of the Fox Trail subdivision as shown on the concept plan included in our application.

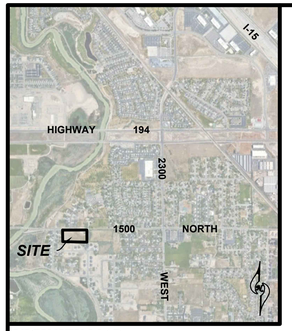
The benefit to Symphony is receiving an extra building lot. For this benefit, Symphony has agreed to make a significant financial contribution to the HOA for added amenities and assist the HOA in taking on the additional lots.

The City will receive the benefit of the HOA taking over the maintenance of the landscaped parkstrip to be built along 1500 North, which currently is to be maintained after it's installed. As an additional public benefit, Symphony is willing to complete the section of sidewalk along 1500 North that currently ends short of the Jordan River Trail west of the Riverpark community. The purpose of this is to add connectivity from not only the Colledge Farms, Fox Trail, and Riverpark communities but for all City residents to safely enjoy the trail system.

Thank you again for your consideration of this application. Please feel free to reach out to me with any questions.

Sincerely,

Jared Schmidt
Symphony Development



VICINITY MAP
NTS

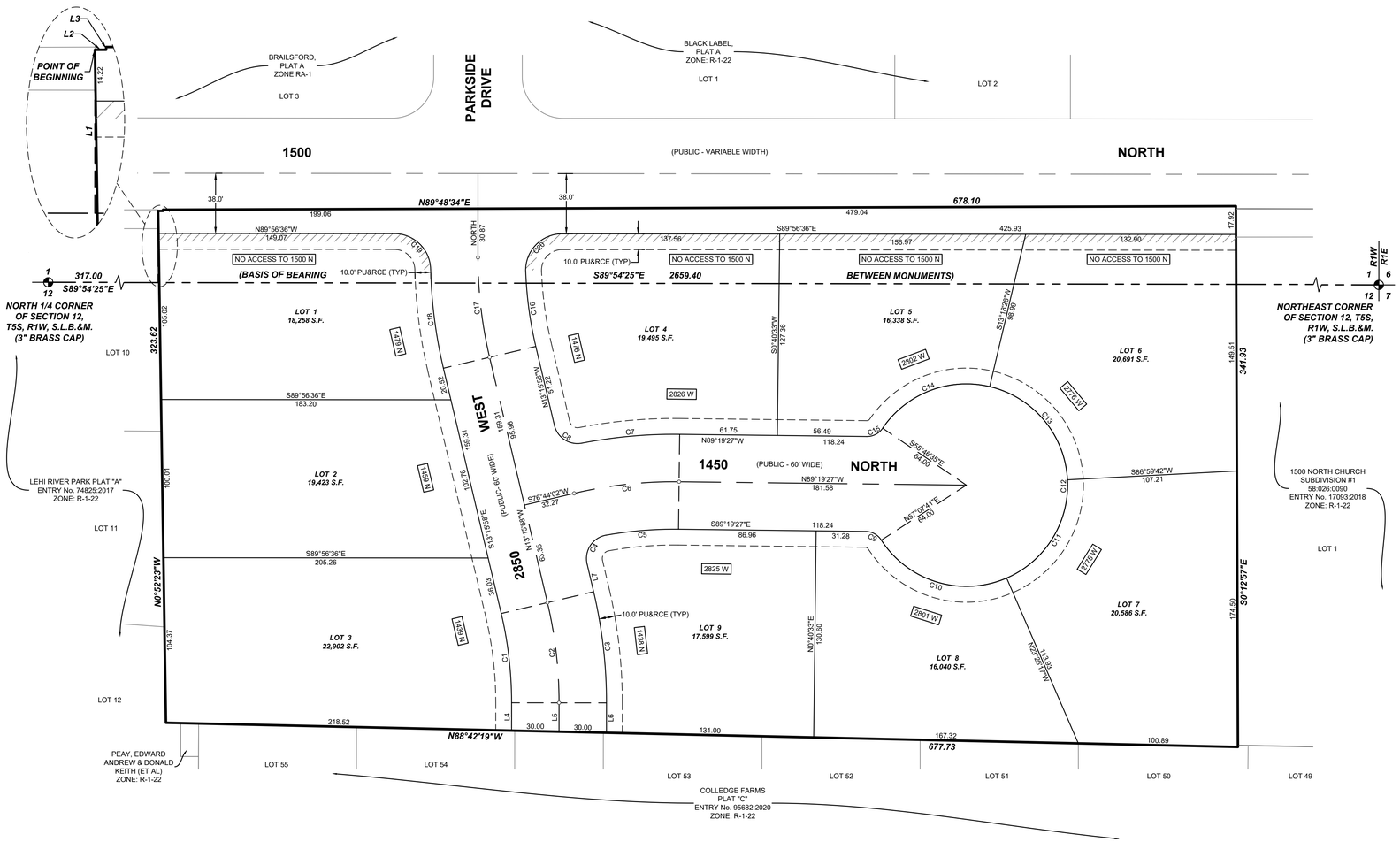
LINE TABLE		
LINE #	BEARING	DISTANCE
L1	*NORTH*	*45.33*
L2	*N89°48'34"E*	*3.11*
L3	*N0°11'18"W*	*0.76*
L4	N0°03'06"E	17.59
L5	N0°03'06"E	18.24
L6	N0°03'06"E	18.89
L7	N13°15'58"W	17.99

LEGEND
- NO VEHICULAR ACCESS (SEE NOTE 7)
- XXX — LOT ADDRESSES
- 10' PU&RCE (TYP)

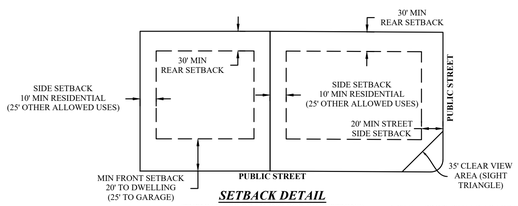
FINAL PLAT OF FOX TRAIL SUBDIVISION
A RESIDENTIAL SUBDIVISION LOCATED IN THE NE1/4 OF SECTION 12 & SE1/4 OF SECTION 1, T5S, R1W, S.L.B.&M., LEHI, UTAH

SCALE: 1" = 40'

NOTES:
1. #5 REBAR & CAP TO BE SET AT ALL BOUNDARY & REAR LOT CORNERS. CURB PINS TO BE SET IN THE TOP OF THE CURB AT THE EXTENSION OF THE SIDE LOT LINES.
2. THIS AREA IS SUBJECT TO THE NORMAL EVERYDAY SOUNDS, ODORS, SIGHTS, EQUIPMENT, FACILITIES, AND ALL OTHER ASPECTS ASSOCIATED WITH AN AGRICULTURAL LIFESTYLE. FUTURE RESIDENTS SHOULD ALSO RECOGNIZE THE RISKS INHERENT WITH LIVESTOCK.
3. ZONING SETBACKS ARE PER THE R-1-22 ZONING DISTRICT.
4. ALTHOUGH THE SETBACK LINES SHOWN HEREON REFLECT CURRENT CITY REQUIREMENTS AS OF THE DATE OF THIS PLAT, FUTURE BUILDINGS SHALL BE SUBJECT TO THE SETBACK REQUIREMENTS IN EFFECT WHEN ANY BUILDING PERMITS ARE ISSUED, ALL SETBACKS SHOULD BE VERIFIED WITH THE CITY. THE CURRENT SETBACKS, GRAPHICALLY SHOWN HEREON ARE AS FOLLOWS:
   - •RESIDENTIAL SETBACKS:
     - FRONT: 20'
     - BACK: 30'
     - SIDE: 10'
     - STREET SIDE: 20'
5. DETENTION REQUIREMENTS HAVE BEEN MET THROUGH "PIPING IN LIEU OF DETENTION".
6. ONE BONUS LOT HAS BEEN GIVEN IN LIEU OF REIMBURSEMENT FOR THE ROW AND PAVING ALONG 1500 NORTH.
7. FLOOR SLABS LOWER THAN 5 FEET BELOW EXISTING GRADE ARE REQUIRED TO HAVE FOUNDATION DRAINS.



CURVE TABLE				
CURVE #	RADIUS	DELTA	LENGTH	CHORD
C1	245.00	13°19'04"	56.95	N6°36'26"W 56.82
C2	275.00	13°19'04"	63.92	N6°36'26"W 63.78
C3	305.00	13°19'04"	70.89	N6°36'26"W 70.73
C4	15.00	93°10'23"	24.39	N33°19'14"E 21.79
C5	245.00	10°46'08"	46.05	N85°17'29"E 45.98
C6	275.00	13°56'31"	66.92	S83°42'17"W 66.75
C7	305.00	11°39'42"	62.08	S84°50'42"W 61.97
C8	15.00	87°43'12"	22.97	N57°07'34"W 20.79
C9	12.00	56°27'08"	11.82	S61°05'53"E 11.35
C10	64.00	80°33'58"	89.99	S73°09'18"E 82.76
C11	64.00	69°34'01"	77.71	N31°46'43"E 73.02
C12	64.00	292°54'16"	327.18	S0°40'33"W 70.74
C13	64.00	73°41'14"	82.31	N39°50'55"W 76.75
C14	64.00	69°05'03"	77.17	S68°45'56"W 72.58
C15	12.00	56°27'08"	11.82	S62°26'59"W 11.35
C16	245.00	11°11'34"	47.86	N7°40'11"W 47.78
C17	275.00	13°15'58"	63.67	N6°37'59"W 63.53
C18	305.00	11°52'52"	63.25	N7°19'32"W 63.13
C19	23.00	88°33'31"	35.55	N45°39'51"W 32.12
C20	23.00	92°07'48"	36.98	N43°59'30"E 33.13



SETBACK DETAIL
(TYPICAL SEE DRAWING FOR EXCEPTIONS)
NTS

NOTE: PROPERTY LINES FOR THIS SUBDIVISION ARE AT 12 FEET FROM THE TOP BACK OF CURB.

PROJECT AREA TABULATION TABLE
TOTAL PROJECT AREA: 5.20 +/- ACRES
TOTAL AREA OF LOTS: 171,332 S.F.
TOTAL NUMBER OF LOTS: 9
TOTAL DEDICATION AREA: 55,180 S.F.
SUBJECT PROPERTY ZONE: R-1-22

civilsolutionsgroup inc.
CACHE VALLEY | P: 435.213.3762
SALT LAKE | P: 801.216.3192
UTAH VALLEY | P: 801.874.1432
info@civilsolutionsgroup.net
www.civilsolutionsgroup.net

SURVEYOR'S CERTIFICATE
I, CURTIS BOWN, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR, AND THAT I HOLD CERTIFICATE NO. 12606452-2201 IN ACCORDANCE WITH TITLE 58, CHAPTER 22 OF UTAH STATE CODE. I FURTHER CERTIFY BY AUTHORITY OF THE OWNER(S) THAT I HAVE COMPLETED A SURVEY OF THE PROPERTY DESCRIBED ON THIS PLAT IN ACCORDANCE WITH SECTION 17-73-504 OF SAID CODE, AND HAVE ALSO SUBDIVIDED SAID TRACT OF LAND INTO LOTS, BLOCKS, STREETS, AND EASEMENTS, AND THE SAME HAS, OR WILL BE CORRECTLY SURVEYED, STAKED AND MONUMENTED ON THE GROUND AS SHOWN ON THIS PLAT, AND THAT THIS PLAT IS TRUE AND CORRECT.

CURTIS BOWN DATE
PROFESSIONAL LAND SURVEYOR
CERTIFICATE NO. 12606452-2201

BOUNDARY DESCRIPTION
A portion of the NE1/4 of Section 12 & SE1/4 of Section 1, Township 5 South, Range 1 West, Salt Lake Base & Meridian, Lehi, Utah, more particularly described as follows:

Beginning on the northwest corner of that Real Property described in Entry No. 111501:2021 according to the Official Records of Utah County, located S89°54'25"E along the Section line 317.00 feet and North 45.33 feet from the North 1/4 Corner of said Section 12; thence along said Deed and extension thereof the following 3 (three) bearings and distances: (1) N89°48'34"E 3.11 feet; (2) thence N0°11'18"W 0.76 feet; (3) thence N89°48'34"E 678.10 feet to a Boundary Line Agreement described in Entry No. 7377:2004 according to the Official Records of Utah County; thence S0°12'57"E along said Boundary Line Agreement 341.93 feet to a point on the north line COLLEDGE FARMS PLAT "C", according to the Official Plat thereof on file in the Office of the Utah County Recorder; thence N88°42'19"W along said Plat and extension thereof 677.73 feet to a point on the east line of RIVER PARK PLAT "A", according to the Official Plat thereof on file in the Office of the Utah County Recorder; thence N0°52'23"W along said Plat 323.62 feet to the point of beginning.

Contains: 5.20 +/- acres

OWNER'S DEDICATION
KNOW ALL BY THESE PRESENT THAT WE, ALL OF THE UNDERSIGNED OWNERS OF ALL OF THE PROPERTY DESCRIBED IN THE BOUNDARY DESCRIPTION HEREON AND SHOWN ON THIS MAP, HAVE CAUSED THE SAME TO BE SUBDIVIDED INTO LOTS, STREETS AND EASEMENTS AS SET FORTH HEREAFTER KNOWN AS:

FOX TRAIL SUBDIVISION

AND DO HEREBY DEDICATE ANY PUBLIC STREETS AND OTHER PUBLIC AREAS AS INDICATED HEREON FOR PERPETUAL USE OF THE PUBLIC.

IN WITNESS WHEREOF WE HAVE HEREUNTO SET OUR HANDS THIS ____ DAY OF _____, 20____.

_____(SIGNATURE)
SYMPHONY DEVELOPMENT
BY: _____(PRINTED NAME)
ITS: _____

LIMITED LIABILITY ACKNOWLEDGMENT
ON THE ____ DAY OF _____ A.D. 20____ PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, IN AND FOR THE COUNTY OF UTAH, IN THE STATE OF UTAH, _____, WHO AFTER BEING DULY SWORN, ACKNOWLEDGED TO ME THAT HE/SHE IS THE _____ OF _____, AND THAT HE/SHE SIGNED THE OWNER'S DEDICATION FREELY AND VOLUNTARILY FOR AND IN BEHALF OF SAID LIMITED LIABILITY COMPANY FOR THE PURPOSES THEREIN MENTIONED.

MY COMMISSION EXPIRES: _____ _____
NOTARY PUBLIC (SIGNATURE)
RESIDING IN _____ COUNTY
MY COMMISSION No. _____ _____
PRINTED FULL NAME OF NOTARY

CITY COUNCIL APPROVAL
THE CITY OF LEHI, COUNTY OF UTAH, APPROVES THIS SUBDIVISION SUBJECT TO THE CONDITIONS AND RESTRICTIONS STATED HEREON AND HEREBY ACCEPTS THE DEDICATION OF ALL STREETS, EASEMENTS AND OTHER PARCELS OF LAND INTENDED FOR PUBLIC PURPOSES FOR THE PERPETUAL USE OF THE PUBLIC THIS_____DAY OF_____, A.D. 20____.

_____
MAYOR
_____
ATTEST: CLERK/RECORDER (SEE SEAL BELOW)
_____
CITY ENGINEER'S SIGNATURE (SEE SEAL BELOW)

PLANNING COMMISSION APPROVAL
APPROVED THIS_____DAY OF_____, A.D. 20____, BY THE LEHI CITY PLANNING COMMISSION.

_____
CHAIR, PLANNING COMMISSION
_____
DIRECTOR - SECRETARY

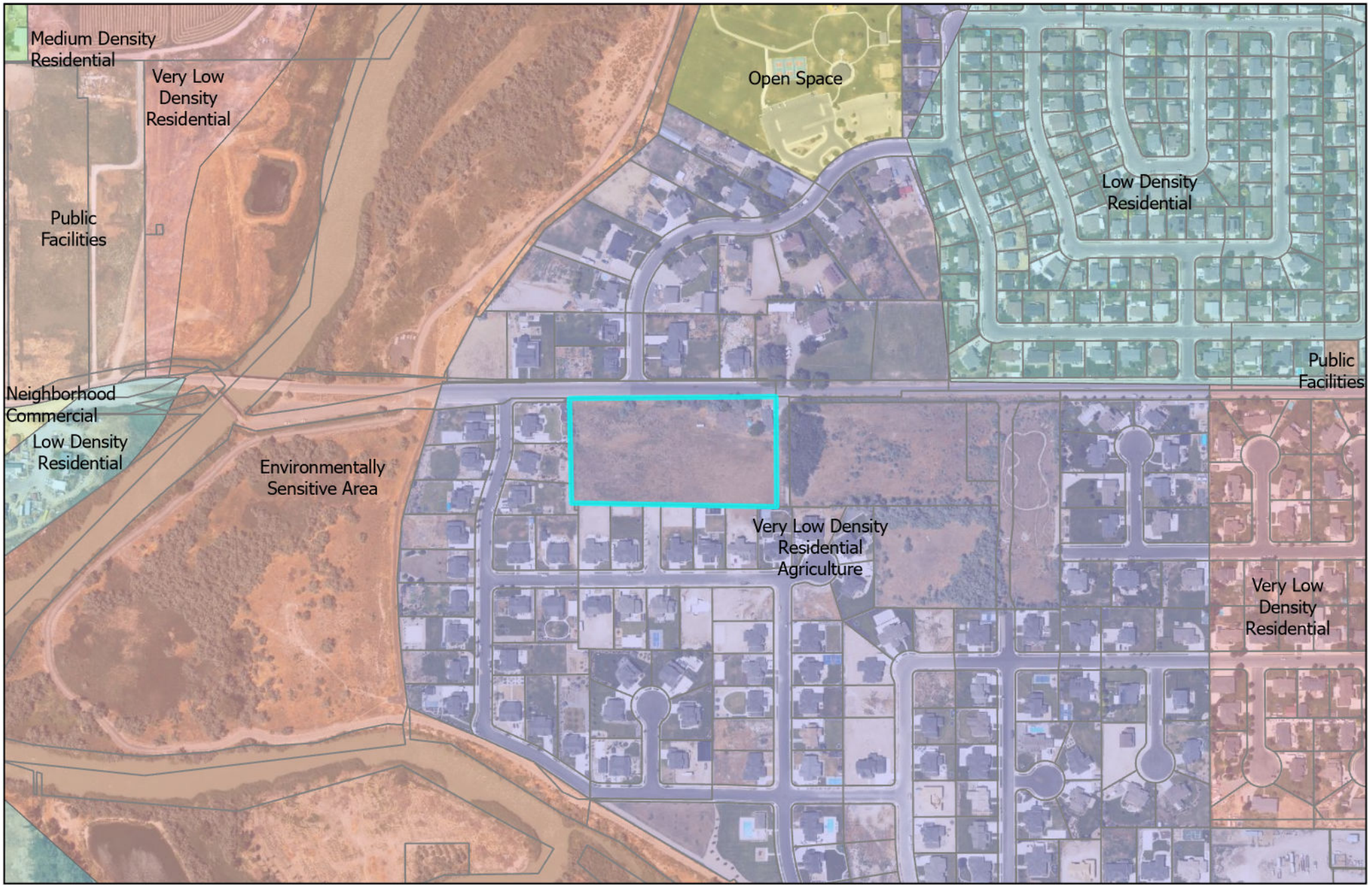
SHEET 1 OF 1

FINAL PLAT OF **FOX TRAIL SUBDIVISION**
A RESIDENTIAL SUBDIVISION LOCATED IN THE NE1/4 OF SECTION 12 & SE1/4 OF SECTION 1, T5S, R1W, S.L.B.&M., LEHI, UTAH

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

Fox Trail 9-Lot Subdivision Concept

General Plan Map



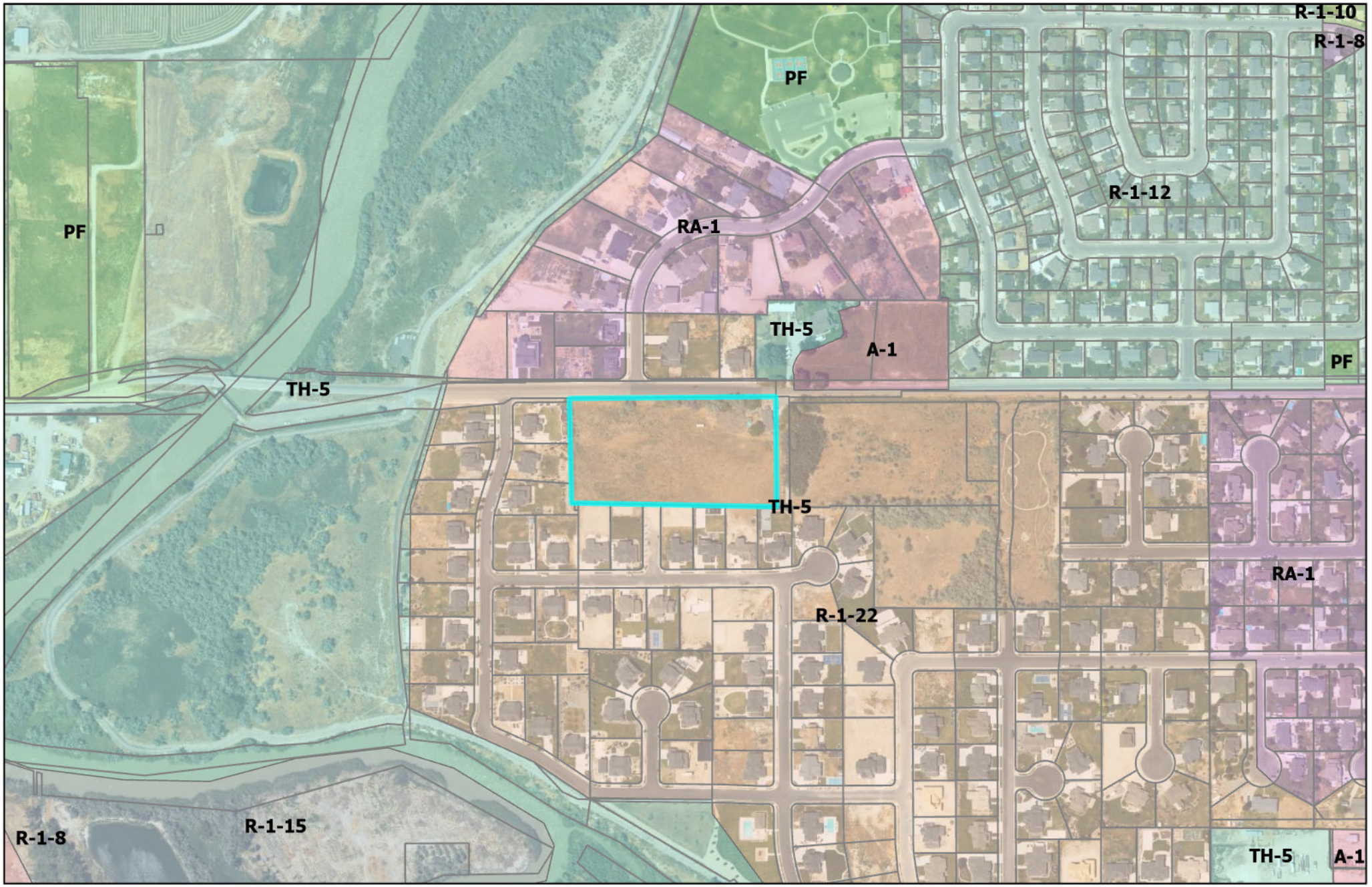
Fox Trail 9-Lot Subdivision Concept

Aerial Map



Fox Trail 9-Lot Subdivision Concept

Zoning



Agenda Item No: 5.4

City Council Agenda Item Report

Meeting Date: August 11, 2026
Submitted By: Katie Bussell
Submitting Department: Planning Division
Item Type: Resolution
Agenda Section: Regular Agenda

Subject:
Consideration of Resolution #2026-46, approving an amendment to the Gardner Plumb Development Agreement, requesting to transfer 124 equivalent residential units from the northern portion of the development agreement to the southern.

Summary:

Attachments:

Resolution - Approval of Amendment to Plumb-Gardner Development Agreement 08.11.26.docx

Amendment to Plumb-Gardner Development Agreement 08.11.26 - Council Packet.pdf

LEHI CITY

RESOLUTION NO. 2026-__

A RESOLUTION OF THE LEHI CITY COUNCIL APPROVING AN AMENDMENT TO AN EXISTING DEVELOPMENT AGREEMENT BETWEEN GARDNER-PLUMB, L.C. AND LEHI CITY

WHEREAS, Gardner-Plumb, L.C. ("Developer") has a legal interest in certain real property and desires to amend the existing Gardner Plumb Development Agreement to transfer 124 equivalent residential units from north of 2100 North to south of 2100 North;

WHEREAS, on July 7th, 2026, the Planning Commission 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, on August 11th, 2026 after considering the facts and comments presented to the Planning Commission, the Council finds: (i) that it should approve the Development Agreement with Plumb-Garnder Group; 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 Development 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 11th day of August, 2026.

ATTEST

_____ _____

Paul Binns, Mayor Teisha Wilson, City Recorder

State of Utah
County of Utah

Subscribed and sworn/affirmed before me by

_____
Name of Person

This ___ day of _____ _____
Month Year

By_____
Notary Public

EXHIBIT A

SECOND AMENDMENT TO AGREEMENT

This Second Amendment to Agreement (this "**Second Amendment**") is made and entered into by and between LEHI CITY, a municipal corporation and political subdivision of the State of Utah (the "**City**"), and GARDNER-PLUMB, L.C., a Utah limited liability company ("**Developer**"). The City and Developer are sometimes collectively referred to herein as the "**Parties**."

RECITALS:

A. The City and Developer previously entered into that certain Agreement (the "**Agreement**") recorded on April 20, 2015, in the Utah County Recorder's Office as Entry No. 32455:2015.

B. The Parties amended the Agreement as set forth in that certain First Amendment to Agreement recorded on March 26, 2019, in the Utah County Recorder's Office as Entry No. 24625:2019 (the "**First Amendment**").

C. The Parties desire to amend the Agreement again as set forth below.

AGREEMENT:

Now, therefore, in exchange for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Modification of Density Allocation. Sections 3.b and 3.c of the Agreement, as revised by the First Amendment, are hereby deleted in their entirety and replaced with the following:

> "b. The Amended Project Plan also specifies: (i) the zoning designation for each parcel within the project (collectively, the "Project"); (ii) that the total number of ERUs that may be constructed for the south portion of the Property is 1,833 ERUs; and (iii) that the total number of ERUs that may be constructed for the north portion of the Property is 100 ERUs.
>
> c. If Developer constructs less than the maximum number of ERUs per acre within a given zoning designation on the south portion of the Property, those ERUs may be transferred by Developer to another area within the south portion of the Property, even if it exceeds the maximum density allowed under the existing zoning for said area within the south portion of the Property. In no event may Developer transfer any excess ERUs outside the south portion of the Property. The intent of the parties is that 1,833 ERUs are either constructed on the south portion of the Property or are forfeited

2. Effect of Amendment. The intended effect of this Second Amendment is to transfer 100 ERUs from the north portion of the Property to the south portion of the Property.

3. Effective Date. The "Effective Date" of this Second Amendment shall be the later of the following dates: (i) the date of the City's signature, or (ii) the date of Developer's signature.

4. Counterparts. This Second Amendment may be executed in one or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

Executed by the parties as of the dates indicated below.

LEHI CITY

Attest:

Teisha Wilson, City Recorder

Mayor Paul Binns

DEVELOPER:

Gardner-Plumb, L.C.

Walter J. Plumb, Manager

STATE OF UTAH)
:
ss COUNTY OF SALT LAKE)

On this____day of_____, 2026, personally appeared Walter J. Plumb, who duly acknowledged that he executed this Second Amendment on behalf of Gardner-Plumb, L.C. in his capacity as authorized Manager of said entity.

SEAL:

Notary Public

EXHIBIT B

Taxing Description: PART LOT 3, PLAT A, HARDMAN LEHI SUB, DESCRIBED AS FOLLOWS; COM S 249.18 FT & E 1854.19 FT FROM THE W 1/4 COR. SEC. 2, T5S, R1W, SLB&M; E 67.02 FT; N 86 DEG 38' 1" E 290.43 FT; S 776.64 FT; ALONG A CURVE TO THE L (CHORD BEARS: S 64 DEG 10' 26" W 287.44 FT, RADIUS = 456.01 FT); ALONG A CURVE TO THE R (CHORD BEARS: S 67 DEG 50' 7" W 295.6 FT, RADIUS = 394.01 FT); S 89 DEG 52' 2" W 38.29 FT; ALONG A CURVE TO THE R (CHORD BEARS: N 1 DEG 54' 39" W 53.51 FT, RADIUS = 805.51 FT); N 0 DEG 0' 26" W 187.2 FT; N 0 DEG 0' 26" W 165.7 FT; ALONG A CURVE TO THE R (CHORD BEARS: N 11 DEG 30' 33" E 161.92 FT, RADIUS = 405.5 FT); N 23 DEG 1' 34" E 468.72 FT TO THE POB. AREA 10.524 AC. ALSO PART LOT 1, PLAT A, VIEW 21 SUB. DESCRIBED AS FOLLOWS; COM S 232.13 FT & E 2211.14 FT FROM THE W 1/4 COR. SEC 2, T5S, R1W, SLB&M; N 86 DEG 38' 1" E 84.29 FT; S 777.75 FT; W 25 FT; ALONG A CURVE TO THE L (CHORD BEARS: S 86 DEG 16' 25" W 59.27 FT, RADIUS = 456 FT); N 776.65 FT TO THE POB. AREA 1.498 AC. TOTAL AREA 12.023 AC.

AMENDMENT TO PLUMB-GARDNER DEVELOPMENT AGREEMENT

CITY COUNCIL REPORT

Applicant	Plumb-Gardner Group
Meeting Date	July 9th, 2026
Requested Action/Purpose	Approval of a proposed Development Agreement
Decision Type	Legislative
Date of DRC Review	June 24th, 2026
Date of Planning Commission Review	July 9th, 2026
Location	Approximately Boston Street and Hardman Way

REQUIRED ACTION

Planning Commission	Review and recommendation
City Council	Final approval

APPLICABLE DEVELOPMENT CODE REGULATIONS

Section 29.010. Applicability.
Lehi City may, in the exercise of the legislative powers and at the full discretion of the City Council, enter into a development agreement. Under no circumstances is this required. A development agreement adopted by the City Council may identify terms and conditions which may modify the provisions of this Code and other requirements of the City, provided that the City Council determines the best interests of the City and its residents are advanced by the adoption of such an agreement. Any such development agreement shall constitute a binding contract between the applicant and the city (the "parties") and shall contain such terms and conditions as agreed to by the parties subject to the requirements of this Chapter. The City Attorney or his designee is authorized to negotiate development agreements on behalf of Lehi City.

Section 29.020. Criteria for Entering into a Development Agreement.
The City may enter into a development agreement only if the development agreement:

A. Has been duly adopted by the City Council in accordance with the provisions of this chapter.

B. The proposed development to which the development agreement pertains is in conformity with the general plan, zoning district regulations, and other applicable requirements of the City.

C. The proposed development subject to the agreement contains outstanding features that advance the policies, goals and objectives of Lehi City, or the property owner agrees to provide capital improvements that exceed the development's proportionate share of the costs of the facilities needed to service the development, which hereby advance the provision of facilities to serve Lehi City.

APPLICABLE STATE CODE REGULATIONS

10-9a-532

(2) (a) A development agreement may not:
(i) limit a municipality's authority in the future to:
(A) enact a land use regulation; or

(B) take any action allowed under Section 10-8-84;

(ii) require a municipality to change the zoning designation of an area of land within the municipality in the future; or

(iii) allow a use or development of land that applicable land use regulations governing the area subject to the development agreement would otherwise prohibit, unless the legislative body approves the development agreement in accordance with the same procedures for enacting a land use regulation under Section 10-9a-502, including a review and recommendation from the planning commission and a public hearing.

REPORT ANALYSIS

The Plumb-Gardner Group is requesting an amendment to the previously amended Gardner Plumb Development Agreement. The applicant is asking to move 124 equivalent residential units (ERU's) from the northern portion of the development agreement to the southern portion. This report will discuss the original development agreement, the first amendment to the agreement, and the proposed amendment.

Original Development Agreement

The original Gardner Plumb Development Agreement was recorded in 2015. It proposed specific zoning designations and densities for the project that covered several parcels south of 2100 North and north of 2100 North. It also determined the total number of ERUs that may be constructed on the "south" portion of the Property and the "north" portion; 1552 ERU's and 381 ERU's respectively. The dividing line for the north and south portions can be seen clearly in Figure 1.

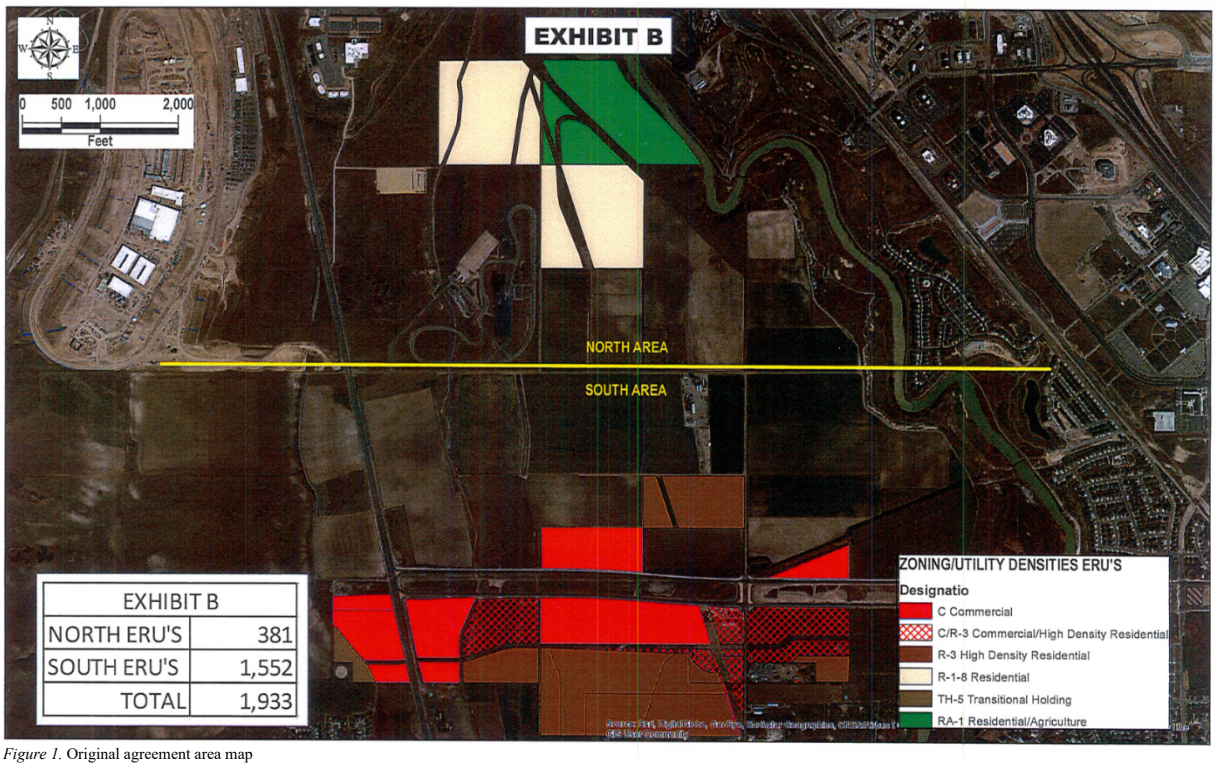


Figure 1. Original agreement area map

Notably, it set the zoning designation for several parcels on the west side of Lehi, including the flexibility for a residential overlay option in a commercial area. It also created a provision that stated in no case may the developer transfer any excess ERUs outside of the south portion of the property, nor could ERUs be transferred between the north and south portions.

First Amendment
The first amendment to the development agreement followed the same framework of the original agreement. The zoning of the parcels and the residential overlay remained the same. However, 181 ERU's were transferred from the north portion of the development agreement to the southern portion. This left the numbers of ERU's as follows: the north has 200 ERU's, and the south has 1733 ERU's. The original provision that no ERUs could be transferred between the north and south portions remained. The total number of ERUs allowed for the entire development agreement remained the same at 1,933.

Current Proposed Amendment
The current proposed amendment wishes to move 124 ERU's from the northern portion of the development agreement to the Sothern portion, specifically to the parcel directly west of the Willow Point townhomes. 119 of the ERU's are coming from what is called the Armory Piece, which is the northern most tan square as seen in Figure 1 with the R-1-8 zoning. The additional 5 ERU's are coming from unused ERU's from the Primary Children's Hospital development. This combined reaches the 124 ERU's proposed to be placed on the parcel west of Willow Point. In the original agreement, 36 ERU's were allocated for this piece for commercial development. We calculate residential and commercial ERU's differently. One residential unit is equivalent to one ERU. However, for commercial development, we allocate three ERU's per acre of land due to the difference in the intensity of water uses for the two different types of development. Because the property that is being considered is 12 acres, they had 36 ERU's. With the additional 124 ERU's, if approved, the density would be 160 ERU's at 13 units/acre.

As with the previous amendment, the total number of ERUs allowed for the entire development agreement remained the same at 1,933. The applicant is just requesting to transfer the 124 ERU's from the north portion to the south as it is currently not permitted to transfer units between the two portions according to the most recent iteration of the development agreement.

DRC Comments
There were three redline comments from the DRC, including:
1. A circuit study is required to determine the feasibility of the proposed increase.
2. Any development, either within the north or south portion, will be limited to the ERU's that can be serviced with the available utilities. This will require studies to determine the capacity
3. Include a map with the updated ERU calculations.

Please consider all DRC comments in your motion.

SCOPE OF APPROVAL

Amendments to development agreements are fully discretionary items. This means the City Council can decide whether or not to enter into them and what elements to include in the agreement.

The public can give comments in support of or against the proposed amendment to the development agreement. Focusing comments on specifics of the agreement and their potential impacts often are the most beneficial.

POSSIBLE MOTIONS AND FINDINGS

The City Council may move to approve or deny the proposed Development Agreement. Any motion should include findings. Possible findings include:

1. The proposed Development Agreement aligns with the goals and policies of the General Plan.
2. Additional findings based upon information presented during the public hearing.

PLANNING COMMISSION RECOMMENDATION

The Planning Commission reviewed the proposed development agreement on July 9th, 2026. The minutes and motion from that meeting follow.

3.7) Public hearing and recommendation of Gardner-Plumb Group's request for review of an amendment to the Gardner Plumb Development Agreement, requesting to transfer 124 equivalent residential units from the northern portion of the development agreement to the southern.

The applicant, Steve Maddings, was present. He went over the 15 year history of the agreement.

Commissioner Eyre opened public comment.

Kyle Sheffield is against the item.

Lisa Harman is in favor of moving the ERUs to maintain the feel of the north part of the development.

Dennis Bade is against the item due to traffic concerns.

There was one online comment in support of the item and six against it.

Commissioner Eyre closed public comment.

The Commission discussed the use of ERUs in commercial development, such as hotels, and the potential densities of various setups.

> **Motion:** Commissioner Kunze moved to give a positive recommendation to the Lehi City Council with the findings that the proposed Development Agreement aligns with the goals and policies of the General Plan. She included all DRC comments.

The Commission discussed the need for specificity in the motion, and the responsibilities of the Commission versus the City Council in deciding requirements for Development Agreements.

> **Amended Motion:** Commissioner Kunze moved to give a positive recommendation to the Lehi City Council with the findings that the proposed Development Agreement aligns with the goals and policies of the General Plan. She included that the Willow Park development will be required to have adequate parking. She included all DRC comments. Commissioner Jones seconded.
>
> **Vote:** Commissioner Jackson, yes. Commissioner Jones, yes. Commissioner Eyre, yes. Commissioner Kunze, yes. Commissioner Roberts, yes.
>
> Motion passed unanimously.
>
> **Motion:** Commissioner Eyre moved for a three minute recess. Commissioner Jackson seconded.
>
> **Vote:** Commissioner Jackson, yes. Commissioner Jones, yes. Commissioner Eyre, yes. Commissioner Kunze, yes. Commissioner Roberts, yes.
>
> Motion passed unanimously.

Gardner-Plumb Development Agreement
DRC Redline Comments

*Gardner/Plumb Group – Requests a second amendment to the **Gardner-Plumb Development Agreement**, moving 100 residential units from the north portion of the agreement area to the south portion.*

DRC Members Present: Glade Kirkham, Garion Rowett, Ryan Allred, Shelbey Brewer, Kim Struthers, Gary Smith, Gary Ellis, James Farnsworth, Brad Wilbur
Assigned Planner: Katie Bussell
Representatives of the Applicant Present: Steve Maddox
Date of Plans Reviewed: 6/10/26
Time Start: 2:00 PM
Time End:

DRC REDLINE COMMENTS:
Glade – Power:
1. A circuit study is required to determine the feasibility of the proposed increase.

Brad – Fiber: No comments.
Garion – Fire: No comments.
Ryan – Water/Sewer: No comments.
James – Parks: No comments.
Gary S. – Building/Inspections: No comments.
Shelbey – Public Works: No comments.
Gary E. – Engineering:
2. Add a paragraph that says something similar to:

   Any development, either within the north or south portion, will be limited to the ERU's that can be serviced with the available utilities. This will require studies to determine the capacity.

Kim – Planning:
3. Where are the 124 ERU's coming from? According to my records the armory piece only has 119 ERU's. And the Hardman's concept plan had 67 units planned. Also, it should be noted that according to Planning Staff's calculations, the South Area already has a deficit of -5 units, so that will need to be taken into account with any units transferred to the South Area.
   a. 5 additional units were left over from the IHC property and are being transferred to the

A. General comment: I believe the intent is to transfer the ERU's to the parcel found in this picture. There are 36 ERU's allocated for this piece based on commercial calculation of 3 ERU's per acre. That would bring the total number of residential units up to 160. The density would be 13 units/acre.

THIS ITEM IS/IS NOT REQUESTING AN EXCEPTION.
(An exception requires stamped addressed envelopes for public noticing if the project proceeds to Planning Commission)

THIS ITEM WILL BE SCHEDULED FOR PLANNING COMMISSION ON JULY 9TH (PENDING ENVELOPES).

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

EDGEhomes
DESIGNED FOR LIFE

June 24, 2026

Lehi City
Attn: Kim Struthers
Community Development Director
kstruthers@lehi-ut.gov

Re: Application for Development Agreement Amendment

Dear Mr. Struthers:

Lehi City and Gardner-Plumb, L.L.C. entered into a Development Agreement in 2015, which was amended in 2019. This Development Agreement allows for a total 1,933 Equivalent Residential Units (ERU's) for Commercial and Residential uses. Edge Homes and Gardner-Plumb, L.L.C. are requesting the transfer of 124 ERU's from the northern area to the southern area for residential use on the Westerly Properties, LLC parcel (Parcel No. 41:840:0109, the "Project").

The Development Agreement was specifically structured to provide flexibility in how development is allocated throughout the project area, allowing land uses and densities to be placed where they are most appropriate as conditions and planning objectives evolve.

The Project presents unique topographic and geographic constraints that make it less suitable for commercial development. Residential development is a more compatible and practical use for this property, particularly given the existing residential neighborhoods immediately adjacent to the east and south, and the natural break created by the Utah Lake Distributing Canal. In addition, residential development on the Project allows traffic to be directed southward, reducing the need for connections to 2100 North and minimizing potential impacts to the surrounding transportation network.

Edge Homes has developed updated housing plans that introduce new and complementary residential products that will enhance the character of the area while remaining compatible with the existing community.

Transferring 124 ERUs from the northern area near the Jordan River provides an important preservation benefit. The reduction in density on the northern land allows for large lot developments in an area where such preservation is most appropriate due to its proximity to the Jordan River. 76 ERU's will remain in the northern area.

Overall, the proposed ERU transfer does not increase the total project density. Rather, it reallocates a portion of the approved density to a location that is better suited for residential

development while simultaneously preserving low density developments in a more sensitive area. The request represents a reasonable and balanced adjustment that advances the original intent of the Development Agreement and provides a net benefit to the community.

We appreciate the City's consideration and cooperation in reviewing this request.

Brandon Watson, P.E.
Vice President Land Entitlement
Edge Homes

Plumb Gardner Development Agreement - Edge Homes sample products







ENT 32455:2015 PG 1 of 9
JEFFERY SMITH
UTAH COUNTY RECORDER
2015 Apr 20 11:02 am FEE 40.00 BY SS
RECORDED FOR LEHI CITY CORPORATION

AGREEMENT

GARDNER-PLUMB, L.C., a Utah limited liability company ("Developer"), and **Lehi City,** a municipality and political subdivision of the State of Utah ("City"), sometimes collectively referred to as the "Parties", hereby enter into this Agreement as of this 24th day of March, 2015, for the purpose of settling and resolving certain claims, controversies and disputes between them on the terms and conditions and for the considerations set forth below.

WHEREAS, Developer is in negotiations with Anderson Lehi LLC to purchase certain property located on the west side of the Jordan River and east of Redwood Road that was annexed into the City as part of the Holbrook 1 Annexation Agreement dated September 9, 2008 (the "Annexation Agreement"). Anderson Lehi LLC and River Jordan LLC are parties to the Annexation Agreement and are referred to as "Master Developers" in the Annexation Agreement. The property which Developer is contemplating purchasing along with the right to develop it is shown on the map attached as Exhibit A to this Agreement (the "Property"); and

WHEREAS, Article 3.2 of the Annexation Agreement captioned "Zoning Designation" grants the Master Developers the zoning designations provided in the project plan attached to the Annexation Agreement ("Project Plan"); and

WHEREAS, the Master Developers and the City have a dispute regarding the interpretation and application of Article 3.2 of the Annexation Agreement; specifically the zoning designations that apply to each parcel and the specific number of equivalent residential units ("ERUs") that can be constructed based on the zoning designations for each portion or parcel of the Property as specified in the Project Plan (the "Dispute"); and

WHEREAS, before moving forward to close the transaction with Master Developers, Developer desires to resolve the Dispute that has arisen as to the correct interpretation and application of Article 3.2 as it would apply to the future development of the Property by Developer; and to specify both the zoning designations that apply to each parcel of the Property and the number of ERUs Developer will be entitled to build based on the zoning designations for the Property.

NOW THEREFORE, the Parties hereto agree as follows:

1. Intent of the Parties. Without waiving or conceding their respective positions regarding the Dispute, it is the intent and purpose of the Parties to fully settle, compromise and resolve all claims and controversies between them arising out of, or in any way referring or relating to the Dispute as to the correct interpretation and application of Article 3.2 of the Annexation Agreement as it applies to future development of the Property by Developer.

2. Condition Precedent. The close of the transaction between Developer and Master Developers referenced above before June 30, 2015 is a condition precedent to the City's duty to perform the obligations described in this Agreement. In the event that

Developer does not close the transaction with Master Developers by June 30, 2015, this Agreement shall be considered null and void and shall have no force or effect whatsoever. City hereby acknowledges that, upon Developer closing on the transaction with Master Developers, this Agreement shall constitute written consent from City pursuant to Section 7.1.1 of the Annexation Agreement to the assignment of Anderson Lehi LLC's obligations and rights under the Annexation Agreement and that Developer shall have the same rights as the original Master Developers under the Annexation Agreement. In addition, upon Developer closing on the transaction with Master Developers, the zoning designations and densities for the Project Plan set forth in Section 3 below shall vest in favor of Developer and Developer shall have the right to develop and construct the residential and commercial uses as permitted under this Agreement and under the terms and provisions of the Annexation Agreement.

3. Zoning Designations and Density for the Project Plan.

a. Subject to and upon the satisfaction of the condition precedent set forth in §2 above, the Project Plan attached to and referenced in the Annexation Agreement shall be amended and replaced by Exhibit B only as it applies to the Property, attached hereto and incorporated by reference into this Agreement ("Amended Project Plan").

b. The Amended Project Plan also specifies: i) the zoning designation for each parcel within the project (collectively the "Project"); ii) that the total number of ERUs that may be constructed for the south portion of the Property is 1,552 ERUs; and iii) that the total number of ERUs that may be constructed for the north portion of the Property remains at 381 ERUs.

c. If Developer constructs less than the maximum number of ERUs per acre within a given zoning designation on the south portion of the Property, those ERUs may be transferred by Developer to another area within the south portion of the Property, even if it exceeds the maximum density allowed under the existing zoning for said area within the south portion of the Property. In no event may Developer transfer any excess ERUs outside the south portion of the Property. The intent of the parties is that 1,552 ERUs are either constructed on the south portion of the Property or are forfeited.

d. Developer shall not exceed the maximum number of ERUs per acre allowed by the current zoning designations for the north portion of the Property.

e. City acknowledges and agrees that Developer shall have the right to develop either Commercial or Residential ERUs, at Developer's sole discretion, within those areas crosshatched and designated for such flexible development on the Amended Project Plan.

f. After the date of the execution of this Agreement and the satisfaction of the condition precedent, except with respect to the vested rights granted to Developer hereunder, any changes to the total number of units, the maximum number of units per zoning designation, or the zoning designation for any of the parcels constituting the

Property and which are within the Project must comply with the City's development process and the other relevant provisions set forth in the Lehi City Development Code.

4. Mutual General Release of All Claims. As part of this Agreement, except for the specific obligations of the Parties as described in this Agreement and those set forth in the Annexation Agreement (except as amended hereby), Developer and the City for and on behalf of themselves and their respective agents, owners, members, managers, indemnitors, insurers, successors, and assigns, hereby release and forever discharge the other parties, together with their officers, employees, agents, owners, members, managers, indemnitors, insurers, successors, and assigns, from any and all claims, demands, liabilities, damages, causes of action, costs and expenses, including attorney's fees, arising out of or in any way related to the subject matter of this Agreement.

5. Integration. This Agreement contains the entire agreement and understanding of the parties with respect to the subject matter hereof, and integrates all prior conversations, discussions or undertakings of whatever kind or nature and may only be modified by a subsequent writing duly executed by the parties hereto.

6. Counterparts. This document may be executed in one or more counterparts, which together shall constitute one and the same document.

7. Amendment. This Agreement may not be modified except by an instrument in writing signed by the parties hereto.

8. Additional Acts. The parties shall do such further acts and things and shall execute and deliver such additional documents and instruments as may be necessary or reasonably requested by a party or its counsel to obtain approvals or other benefits described in this Agreement.

9. Authorization. Each individual executing this Agreement does thereby represent and warrant to the other signers that the individual has been duly authorized to execute and deliver this Agreement in the capacity and for the party specified.

10. Mutual Participation in Document Preparation. Each party has participated materially in the negotiation and preparation of this Agreement and any related items; in the event a dispute concerning the interpretation of any provision of this Agreement or any related item, the rule of construction to the effect that certain ambiguities are to be construed against the party drafting a document will not apply.

11. No Third-Party Beneficiary Interests. Nothing contained in this Agreement is intended to benefit any person or entity other than the Developer and the City, including, but not limited to, Master Developers; and no representation or warranty is intended for the benefit of, or to be relied upon by, any person or entity which is not a party to this Agreement.

12. Binding Effect. This Agreement may not be assigned by Developer without the

express written consent of the City.

[Signature Page to Follow]

IN WITNESS WHEREOF, the Parties hereto have executed this Settlement Agreement and Mutual General Release of All Claims individually or by and through their duly authorized representatives as of the day and year first herein above written.

GARDNER-PLUMB, L.C., a Utah limited liability company

By: Walter J Plumb III

Its: manger

STATE OF UTAH)
:ss.
COUNTY OF UTAH)

On this 26th day of March, 2015, before me personally appeared Walter J Plumb, known to me to be the person who executed the Agreement herein in behalf of GARDNER-PLUMB, L.C., a Utah limited liability company and acknowledged to me that he/she executed the same for the purposes therein stated.

MARILYN BANASKY
NOTARY PUBLIC-STATE OF UTAH
COMMISSION# 680672
COMM. EXP. 01-05-2019

Notary Public

LEHI CITY

By:

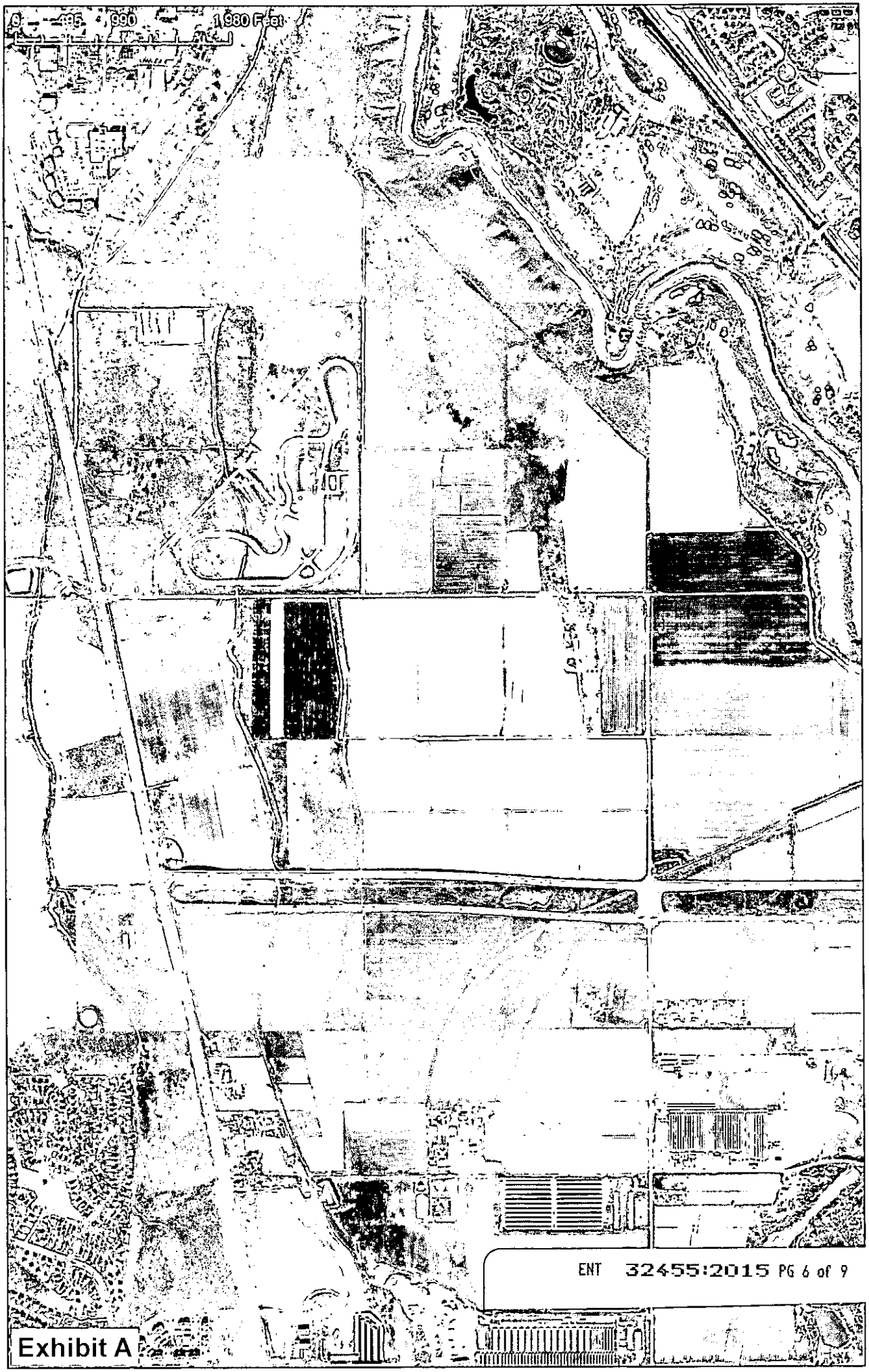
Its:Mayor

Attest:

Marilyn Banasky, Lehi City Recorder

CORPORATE SEAL OF LEHI CITY STATE OF UTAH

4841-7228-0098\1



ENT 32455:2015 PG 6 of 9

Exhibit A

ENT 32455:2015 PG 7 of 9

EXHIBIT "A"CONTINUED

LEGAL DESCRIPTIONS

Parcel 58:021:0072 Legal Description: COM S 585.11 FT FR W 1/4 COR. SEC. 2, T5S, R1W, SLB&M.; S 0 DEG 0' 1" W 484.5 FT; E 249.99 FT; S 250.03 FT; N 89 DEG 59' 58" E 294.46 FT; N 24 DEG 43' 38" W 67.42 FT; N 23 DEG 16' 43" W 90.72 FT; N 29 DEG 23' 33" W 54.07 FT; N 32 DEG 6' 29" W 52.9 FT; N 38 DEG 38' 53" W 161.88 FT; N 45 DEG 21' 15" W 52.85 FT; N 39 DEG 6' 30" W 56.56 FT; N 35 DEG 16' 39" W 55.71 FT; N 39 DEG 53' 46" W 107.09 FT; N 37 DEG 13' 58" W 54.84 FT; N 35 DEG 17' 17" W 54.1 FT; N 45 DEG 36' 32" W 53.04 FT; N 52 DEG 44' 17" W 49.92 FT; N 47 DEG 18' 8" W 11.48 FT TO BEG. AREA 3.752 AC.

Parcel 58:021:0097 Legal Description: COM S 391.48 FT FR W 1/4 COR. SEC. 2, T5S, R1W, SLB&M.; E 811.02 FT; S 14 DEG 5' 8" E 957.3 FT; W 499.38 FT; N 24 DEG 43' 38" W 67.82 FT; N 23 DEG 16' 43" W 90.72 FT; N 29 DEG 23' 33" W 54.07 FT; N 32 DEG 6' 29" W 52.9 FT; N 38 DEG 38' 53" W 161.88 FT; N 45 DEG 21' 15" W 52.85 FT; N 39 DEG 6' 30" W 56.56 FT; N 35 DEG 16' 39" W 55.71 FT; N 39 DEG 53' 46" W 107.09 FT; N 37 DEG 13' 58" W 54.84 FT; N 35 DEG 17' 17" W 54.1 FT; N 45 DEG 36' 32" W 53.04 FT; N 52 DEG 44' 17" W 49.92 FT; N 47 DEG 18' 8" W 11.48 FT; N 193.63 FT TO BEG. AREA 14.579 AC.

Parcel 58:021:0099 Legal Description: COM AT NW COR. SW 1/4 OF SEC. 2, T5S, R1W, SLB&M.; E 683.69 FT; S 33 DEG 34' 32" E 38.72 FT; S 12 DEG 1' 37" E 367.3 FT; W 781.64 FT; N 391.48 FT TO BEG. AREA 6.645 AC.

Parcel 58:021:0096 Legal Description: COM S .01 FT & E 831.32 FT FR W 1/4 COR. SEC. 2, T5S, R1W, SLB&M.; E 67.6 FT; S 0 DEG 1' 59" W 10.82 FT; S 38 DEG 58' 57" W 21.74 FT; S 11 DEG 57' 56" E 166.18 FT; S 8 DEG 37' 19" E 64.62 FT; S 89 DEG 31' 48" E 243.83 FT; N 85 DEG 57' 52" E 326.8 FT; E 144 FT; N 85 DEG 11' 0" E 178.63 FT; S 31 FT; E 100 FT; N 86 DEG 38' 1" E 408.7 FT; S 89 DEG 7' 18" E 310.86 FT; S 1090.05 FT; W 1493.68 FT; N 13 DEG 25' 19" W 1357.06 FT TO BEG. AREA 40.536 AC.

Parcel 58:021:0162 Legal Description: COM N 660 FT & W 18.01 FT FR SE COR. SEC. 2, T5S, R1W, SLB&M.; W 10.58 FT; N 0 DEG 9' 7" W 667.47 FT; N 0 DEG 3' 28" W 436.8 FT; W 704.69 FT; S 89 DEG 59' 53" W 127.56 FT; S 32 DEG 30' 18" W 28.45 FT; S 48 DEG 49' 17" W 225.18 FT; S 21 DEG 18' 49" W 269.97 FT; S 19 DEG 42' 33" W 104.04 FT; S 14 DEG 48' 54" W 56.86 FT; S 13 DEG 11' 2" W 76.5 FT; S 19 DEG 10' 50" W 63.52 FT; S 14 DEG 1' 27" W 81.45 FT; S 22 DEG 15' 26" W 41.33 FT; S 29 DEG 53' 29" W 33.75 FT; S 34 DEG 7' 10" W 77.16 FT; S 26 DEG 38' 13" W 110.94 FT; S 27 DEG 45' 12" W 94.41 FT; W 1216.92 FT; N 1754.7 FT; N 87 DEG 30' 4" E 251.69 FT; ALONG A CURVE TO R (CHORD BEARS: S 87 DEG 19' 19" E 1164.51 FT, RADIUS = 14819.5 FT) ARC LENGTH = 1164.81 FEET; ALONG A CURVE TO L (CHORD BEARS: S 86 DEG 29' 9" E 750.09 FT, RADIUS = 15180.5 FT) ARC LENGTH = 750.17 FEET; S 84 DEG 31' 31" E 141.64 FT; ALONG A CURVE TO L (CHORD BEARS: S 88 DEG 51' 51" E 227.64 FT, RADIUS = 15189.5 FT) ARC LENGTH = 227.64 FEET; S 43 DEG 22' 11" E 70.88 FT; N 89 DEG 17' 29" E 37.73 FT; S 0 DEG 7' 51" E 1596.01 FT TO BEG. AREA 73.856 AC.

Parcel 58:021:0089 Legal Description: COM N 0 DEG 7' 6" W 660 FT & W 27.23 FT FR SE COR. SEC. 2, T5S, R1W, SLB&M.; W 1394.47 FT; N 27 DEG 45' 12" E 94.41 FT; N 26 DEG 38' 13" E 110.94 FT; N 34 DEG 7' 10" E 77.16 FT; N 29 DEG 53' 29" E 33.75 FT; N 22 DEG 15' 26" E 41.33 FT; N 14 DEG 1' 27" E 81.45 FT; N 19 DEG 10' 50" E 63.52 FT; N 13 DEG 11' 2" E 76.5 FT; N 14 DEG 48' 54" E 56.86 FT; N 19 DEG 42' 33" E 104.04 FT; N 21 DEG 18' 33" E 269.98 FT; N 48 DEG 49' 17" E 225.18 FT; N 32 DEG 30' 18" E 28.45 FT; N 89 DEG 59' 53" E 127.56 FT; S 0 DEG 3' 27" E 428.57 FT; S 89 DEG 19' 48" E 704.75 FT; S 0 DEG 9' 7" E 667.47 FT TO BEG. AREA 22.103 AC.

Parcel 58:020:0223 Legal Description: COM S 405.46 FT & E 17.11 FT FR W 1/4 COR. SEC. 1, T5S, R1W, SLB&M.; S 0 DEG 7' 51" E 901.52 FT; E 9.76 FT; N 0 DEG 15' 52" W 242.01 FT; N 89 DEG 52' 54" E 871.17 FT; S 0 DEG 15' 52" E 243.81 FT; E 420.74 FT; N 960.58 FT; W 1209.73 FT; S 43 DEG 8' 15" W 82.18 FT; N 88 DEG 37' 44" W 37.83 FT TO BEG. AREA 23.768 AC.

Parcel 58:020:0191 Legal Description: COM N 19.87 FT & E 1320.01 FT FR W 1/4 COR. SEC. 1, T5S, R1W, SLB&M.; N 426.29 FT; S 67 DEG 50' 0" W 1105.97 FT; E 123.97 FT; S 87 DEG 7' 18" E 179.23 FT; E 721.25 FT TO BEG. AREA 5.073 AC.

Parcel 58:021:0121 Legal Description: COM N 89.93 FT & W 1321.91 FT FR E 1/4 COR. SEC. 2, T5S, R1W, SLB&M.; ALONG A CURVE TO L (CHORD BEARS: N 87 DEG 36' 10" W 1171.75 FT, RADIUS = 15185.48 FT); N 89 DEG 48' 50" W 104.23 FT; N 8 DEG 0' 0" E 254.73 FT; N 13 DEG 0' 0" W 277.2 FT; E 1301.85 FT; S 571.7 FT TO BEG. AREA 15.626 AC.

Parcel 58:021:0157 Legal Description: COM S 1320 FT & W 13.49 FT FR NE COR. SEC. 2, T5S, R1W, SLB&M.; S 0 DEG 7' 51" E 660 FT; W 1308.02 FT; N 660 FT; E 1306.51 FT TO BEG. AREA 19.796 AC.

Parcel 58:005:0061 Legal Description: COM N 1332.64 FT & E 4.1 FT & S 89 DEG 59' 4" E 16.44 FT FR S 1/4 COR. SEC. 35, T4S, R1W, SLB&M.; N 0 DEG 10' 26" E 1327.73 FT; N 89 DEG 48' 57" E 1160.78 FT; S 45 DEG 59' 0" E 199.06 FT; S 0 DEG 9' 24" W 1193.5 FT; N 89 DEG 59' 4" W 1304.7 FT TO BEG. AREA 39.580 AC. ALSO COM N 2663.95 FT & E 1328.92 FT FR S 1/4 COR. SEC. 35, T4S, R1W, SLB&M.; N 89 DEG 56' 32" W 71.41 FT; S 45 DEG 59' 0" E 99.03 FT; N 0 DEG 9' 24" E 68.74 FT TO BEG. AREA 0.056 AC. TOTAL AREA 39.636 AC.

CONTINUED

LEGAL DESCRIPTIONS

Parcel 58:005:0049 Legal Description: COM S 1454.23 FT & E 2653.82 FT FR NW COR. SEC. 35, T4S, R1W, SLB&M.; ALONG A CURVE TO L (CHORD BEARS: S 38 DEG 2' 11" E 310.23 FT, RADIUS = 1146.4 FT); S 45 DEG 59' 0" E 1342.87 FT; S 89 DEG 48' 57" W 1152.64 FT; N 1085.63 FT; N 41 DEG 30' 3" W 6.78 FT; N 0 DEG 10' 24" E 90.46 FT TO BEG. AREA 14.860 AC.

Parcel 58:005:0050 Legal Description: COM S 1298.38 FT & E 2654.29 FT FR NW COR. SEC. 35, T4S, R1W, SLB&M.; S 89 DEG 54' 16" E 917.33 FT; S 30 DEG 56' 19" E 308.52 FT; S 44 DEG 45' 0" E 1017.86 FT; S 35 DEG 42' 28" E 425.62 FT; N 89 DEG 56' 32" W 811.6 FT; N 45 DEG 59' 0" W 1394.81 FT; ALONG A CURVE TO R (CHORD BEARS: N 35 DEG 35' 32" W 389.05 FT, RADIUS = 1095.92 FT); N 0 DEG 10' 24" E 48.23 FT TO BEG. AREA 28.149 AC.

Parcel 58:005:0044 Legal Description: COM S 1460.94 FT & E 2535.38 FT FR NW COR. OF SEC. 35, T4S, R1W, SLB&M.; S 41 DEG 30' 0" E 128.5 FT; S 0 DEG 10' 31" W 1084.2 FT; S 89 DEG 48' 57" W 315.3 FT; N 8 DEG 21' 0" E 844.59 FT; N 17 DEG 47' 0" E 363.1 FT TO BEG. AREA 5.909 AC.

Parcel 58:005:0043 Legal Description: COM S 1314.14 FT & E 1317.81 FT FR NW COR. OF SEC. 35, T4S, R1W, SLB&M.; N 89 DEG 15' 53" E 1075.57 FT; S 41 DEG 30' 0" E 147.24 FT; S 17 DEG 47' 0" W 402.19 FT; S 8 DEG 21' 0" W 852.16 FT; S 89 DEG 48' 57" W 929.66 FT; N 0 DEG 7' 46" E 1331.48 FT TO BEG. AREA 31.639 AC.



4841-7228-0098\1

ENT 24625:2019 PG 1 of 6
JEFFERY SMITH
UTAH COUNTY RECORDER
2019 Mar 26 3:03 pm FEE 1057.00 BY MA
RECORDED FOR LEHI CITY CORPORATION

When Recorded Return To:

Mark B. Durrant, Esq.
Dorsey & Whitney LLP
111 South Main Street, Suite 2100
Salt Lake City, UT 84101

FIRST AMENDMENT TO AGREEMENT

THIS FIRST AMENDMENT TO AGREEMENT (this "**First Amendment**") is made and entered into by and between LEHI CITY, a municipality and political subdivision of the State of Utah ("**City**"), and GARDNER-PLUMB, L.C., a Utah limited liability company ("**Developer**"), collectively the "**Parties.**"

RECITALS:

A. City and Developer previously entered into that certain Agreement (the "**Agreement**") dated as of March 24, 2015 and recorded on April 20, 2015 in the Office of the Utah County Recorder as Entry #32455:2015.

B. City and Developer desire to amend the Agreement, as hereinafter set forth.

AGREEMENT:

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Modification of Project Plan.** The Exhibit B attached to the Agreement is hereby replaced and superceded by the Exhibit B attached to this First Amendment. In addition, Sections 3.b. and 3.c. of the Agreement are hereby deleted in their entirety and replaced with the following:

> "b. The Amended Project Plan also specifies: i) the zoning designation for each parcel within the project (collectively the "Project"); ii) that the total number of ERUs that maybe constructed for the south portion of the Property is 1,733 ERUs; and iii) that the total number of ERUs that may be constructed for the north portion of the Property is 200 ERUs.
>
> c. If Developer constructs less than the maximum number of ERUs per acre within a given zoning designation on the south portion of the Property, those ERUs may be transferred by Developer to another area within the south portion of the Property, even if it exceeds the maximum density allowed under the existing zoning for said area within the south portion of the Property. In no event may Developer transfer any excess ERUs outside the south portion of the Property. The intent of the parties is that 1,733 ERUs are either constructed on the south portion of the Property or are forfeited."

2. **Capitalized Terms**. Any capitalized term not defined herein shall have the same meaning as set forth in the Agreement.

3. **Effective Date**. The "Effective Date" of this First Amendment shall be the later of the following dates: (1) the date of City's signature; or (2) the date of Developer's signature.

4. **Counterparts and Electronic Signatures**. This First Amendment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. In addition, if any party uses facsimile-transmitted signed documents, or signed documents which have been electronically scanned and transmitted by email, the other party is authorized to rely upon such documents as if they bore original signatures.

[Signature Page to Follow]

EXECUTED by the parties hereto in multiple copies, each of which shall be deemed to be an original.

DEVELOPER: GARDNER-PLUMB, L.C.,
a Utah limited liability company

By: Walter J Plumb
Name: Walter J Plumb
Title: Manager

STATE OF UTAH)
: ss.
COUNTY OF UTAH)

On this 13 day of ~~June~~ Aug., 2018, before me personally appeared Walter J. Plumb, known to me to be the person who executed the First Amendment herein in behalf of GARDNER-PLUMB, L.C., a Utah limited liability company and acknowledged to me that he/she executed the same for the purposes therein stated.

Noreen Edwards
NOTARY PUBLIC
Residing at: Lehi, Utah

My Commission Expires:
4-7-19

NOREEN EDWARDS
Notary Public
State of Utah
Comm. No. 692632
My Comm. Expires Apr 7, 2019

CITY: LEHI CITY

By: [signature]

Its: Mayor

CORPORATE SEAL OF LEHI CITY
STATE OF UTAH

Attest:

Marilyn Banasky, Lehi City Recorder

4827-0517-6937\1

EXHIBIT B
NORTH AREA
SOUTH AREA
0 500 1,000 2,000
Feet
EXHIBIT B
NORTH ERU'S 200
SOUTH ERU'S 1,733
TOTAL 1,933
ZONING/UTILITY DENSITIES ERU'S
C Commercial
C/R-3 Commercial/High Density Residential
R-3 High Density Residential
R-1-8 Residential
TH-5 Transitional Holding
RA-1 Residential/Agriculture

EXHIBIT "A"CONTINUED

LEGAL DESCRIPTIONS

Parcel 58:021:0072 Legal Description: COM S 585.11 FT FR W 1/4 COR. SEC. 2, T5S, R1W, SLB&M.; S 0 DEG 0' 1" W 484.5 FT; E 249.99 FT; S 250.03 FT; N 89 DEG 59' 58" E 294.46 FT; N 24 DEG 43' 38" W 67.42 FT; N 23 DEG 16' 43" W 90.72 FT; N 29 DEG 23' 33" W 54.07 FT; N 32 DEG 6' 29" W 52.9 FT; N 38 DEG 38' 53" W 161.88 FT; N 45 DEG 21' 15" W 52.85 FT; N 39 DEG 6' 30" W 56.56 FT; N 35 DEG 16' 39" W 55.71 FT; N 39 DEG 53' 46" W 107.09 FT; N 37 DEG 13' 58" W 54.84 FT; N 35 DEG 17' 17" W 54.1 FT; N 45 DEG 36' 32" W 53.04 FT; N 52 DEG 44' 17" W 49.92 FT; N 47 DEG 18' 8" W 11.48 FT TO BEG. AREA 3.752 AC.

Parcel 58:021:0097 Legal Description: COM S 391.48 FT FR W 1/4 COR. SEC. 2, T5S, R1W, SLB&M.; E 811.02 FT; S 14 DEG 5' 8" E 957.3 FT; W 499.38 FT; N 24 DEG 43' 38" W 67.82 FT; N 23 DEG 16' 43" W 90.72 FT; N 29 DEG 23' 33" W 54.07 FT; N 32 DEG 6' 29" W 52.9 FT; N 38 DEG 38' 53" W 161.88 FT; N 45 DEG 21' 15" W 52.85 FT; N 39 DEG 6' 30" W 56.56 FT; N 35 DEG 16' 39" W 55.71 FT; N 39 DEG 53' 46" W 107.09 FT; N 37 DEG 13' 58" W 54.84 FT; N 35 DEG 17' 17" W 54.1 FT; N 45 DEG 36' 32" W 53.04 FT; N 52 DEG 44' 17" W 49.92 FT; N 47 DEG 18' 8" W 11.48 FT; N 193.63 FT TO BEG. AREA 14.579 AC.

Parcel 58:021:0099 Legal Description: COM AT NW COR. SW 1/4 OF SEC. 2, T5S, R1W, SLB&M.; E 683.69 FT; S 33 DEG 34' 32" E 38.72 FT; S 12 DEG 1' 37" E 367.3 FT; W 781.64 FT; N 391.48 FT TO BEG. AREA 6.645 AC.

Parcel 58:021:0096 Legal Description: COM S .01 FT & E 831.32 FT FR W 1/4 COR. SEC. 2, T5S, R1W, SLB&M.; E 67.6 FT; S 0 DEG 1' 59" W 10.82 FT; S 38 DEG 58' 57" W 21.74 FT; S 11 DEG 57' 56" E 166.18 FT; S 8 DEG 37' 19" E 64.62 FT; S 89 DEG 31' 48" E 243.83 FT; N 85 DEG 57' 52" E 326.8 FT; E 144 FT; N 85 DEG 11' 0" E 178.63 FT; S 31 FT; E 100 FT; N 86 DEG 38' 1" E 408.7 FT; S 89 DEG 7' 18" E 310.86 FT; S 1090.05 FT; W 1493.68 FT; N 13 DEG 25' 19" W 1357.06 FT TO BEG. AREA 40.536 AC.

Parcel 58:021:0162 Legal Description: COM N 660 FT & W 18.01 FT FR SE COR. SEC. 2, T5S, R1W, SLB&M.; W 10.58 FT; N 0 DEG 9' 7" W 667.47 FT; N 0 DEG 3' 28" W 436.8 FT; W 704.69 FT; S 89 DEG 59' 53" W 127.56 FT; S 32 DEG 30' 18" W 28.45 FT; S 48 DEG 49' 17" W 225.18 FT; S 21 DEG 18' 49" W 269.97 FT; S 19 DEG 42' 33" W 104.04 FT; S 14 DEG 48' 54" W 56.86 FT; S 13 DEG 11' 2" W 76.5 FT; S 19 DEG 10' 50" W 63.52 FT; S 14 DEG 1' 27" W 81.45 FT; S 22 DEG 15' 26" W 41.33 FT; S 29 DEG 53' 29" W 33.75 FT; S 34 DEG 7' 10" W 77.16 FT; S 26 DEG 38' 13" W 110.94 FT; S 27 DEG 45' 12" W 94.41 FT; W 1216.92 FT; N 1754.7 FT; N 87 DEG 30' 4" E 251.69 FT; ALONG A CURVE TO R (CHORD BEARS: S 87 DEG 19' 19" E 1164.51 FT, RADIUS = 14819.5 FT) ARC LENGTH = 1164.81 FEET; ALONG A CURVE TO L (CHORD BEARS: S 86 DEG 29' 9" E 750.09 FT, RADIUS = 15180.5 FT) ARC LENGTH = 750.17 FEET; S 84 DEG 31' 31" E 141.64 FT; ALONG A CURVE TO L (CHORD BEARS: S 88 DEG 51' 51" E 227.64 FT, RADIUS = 15189.5 FT) ARC LENGTH = 227.64 FEET; S 43 DEG 22' 11" E 70.88 FT; N 89 DEG 17' 29" E 37.73 FT; S 0 DEG 7' 51" E 1596.01 FT TO BEG. AREA 73.856 AC.

Parcel 58:021:0089 Legal Description: COM N 0 DEG 7' 6" W 660 FT & W 27.23 FT FR SE COR. SEC. 2, T5S, R1W, SLB&M.; W 1394.47 FT; N 27 DEG 45' 12" E 94.41 FT; N 26 DEG 38' 13" E 110.94 FT; N 34 DEG 7' 10" E 77.16 FT; N 29 DEG 53' 29" E 33.75 FT; N 22 DEG 15' 26" E 41.33 FT; N 14 DEG 1' 27" E 81.45 FT; N 19 DEG 10' 50" E 63.52 FT; N 13 DEG 11' 2" E 76.5 FT; N 14 DEG 48' 54" E 56.86 FT; N 19 DEG 42' 33" E 104.04 FT; N 21 DEG 18' 33" E 269.98 FT; N 48 DEG 49' 17" E 225.18 FT; N 32 DEG 30' 18" E 28.45 FT; N 89 DEG 59' 53" E 127.56 FT; S 0 DEG 3' 27" E 428.57 FT; S 89 DEG 19' 48" E 704.75 FT; S 0 DEG 9' 7" E 667.47 FT TO BEG. AREA 22.103 AC.

Parcel 58:020:0223 Legal Description: COM S 405.46 FT & E 17.11 FT FR W 1/4 COR. SEC. 1, T5S, R1W, SLB&M.; S 0 DEG 7' 51" E 901.52 FT; E 9.76 FT; N 0 DEG 15' 52" W 242.01 FT; N 89 DEG 52' 54" E 871.17 FT; S 0 DEG 15' 52" E 243.81 FT; E 420.74 FT; N 960.58 FT; W 1209.73 FT; S 43 DEG 8' 15" W 82.18 FT; N 88 DEG 37' 44" W 37.83 FT TO BEG. AREA 23.768 AC.

Parcel 58:020:0191 Legal Description: COM N 19.87 FT & E 1320.01 FT FR W 1/4 COR. SEC. 1, T5S, R1W, SLB&M.; N 426.29 FT; S 67 DEG 50' 0" W 1105.97 FT; E 123.97 FT; S 87 DEG 7' 18" E 179.23 FT; E 721.25 FT TO BEG. AREA 5.073 AC.

Parcel 58:021:0121 Legal Description: COM N 89.93 FT & W 1321.91 FT FR E 1/4 COR. SEC. 2, T5S, R1W, SLB&M.; ALONG A CURVE TO L (CHORD BEARS: N 87 DEG 36' 10" W 1171.75 FT, RADIUS = 15185.48 FT); N 89 DEG 48' 50" W 104.23 FT; N 8 DEG 0' 0" E 254.73 FT; N 13 DEG 0' 0" W 277.2 FT; E 1301.85 FT; S 571.7 FT TO BEG. AREA 15.626 AC.

Parcel 58:021:0157 Legal Description: COM S 1320 FT & W 13.49 FT FR NE COR. SEC. 2, T5S, R1W, SLB&M.; S 0 DEG 7' 51" E 660 FT; W 1308.02 FT; N 660 FT; E 1306.51 FT TO BEG. AREA 19.796 AC.

Parcel 58:005:0061 Legal Description: COM N 1332.64 FT & E 4.1 FT & S 89 DEG 59' 4" E 16.44 FT FR S 1/4 COR. SEC. 35, T4S, R1W, SLB&M.; N 0 DEG 10' 26" E 1327.73 FT; N 89 DEG 48' 57" E 1160.78 FT; S 45 DEG 59' 0" E 199.06 FT; S 0 DEG 9' 24" W 1193.5 FT; N 89 DEG 59' 4" W 1304.7 FT TO BEG. AREA 39.580 AC. ALSO COM N 2663.95 FT & E 1328.92 FT FR S 1/4 COR. SEC. 35, T4S, R1W, SLB&M.; N 89 DEG 56' 32" W 71.41 FT; S 45 DEG 59' 0" E 99.03 FT; N 0 DEG 9' 24" E 68.74 FT TO BEG. AREA 0.056 AC. TOTAL AREA 39.636 AC.

CONTINUED

LEGAL DESCRIPTIONS

Parcel 58:005:0049 Legal Description: COM S 1454.23 FT & E 2653.82 FT FR NW COR. SEC. 35, T4S, R1W, SLB&M.; ALONG A CURVE TO L (CHORD BEARS: S 38 DEG 2' 11" E 310.23 FT, RADIUS = 1146.4 FT); S 45 DEG 59' 0" E 1342.87 FT; S 89 DEG 48' 57" W 1152.64 FT; N 1085.63 FT; N 41 DEG 30' 3" W 6.78 FT; N 0 DEG 10' 24" E 90.46 FT TO BEG. AREA 14.860 AC.

Parcel 58:005:0050 Legal Description: COM S 1298.38 FT & E 2654.29 FT FR NW COR. SEC. 35, T4S, R1W, SLB&M.; S 89 DEG 54' 16" E 917.33 FT; S 30 DEG 56' 19" E 308.52 FT; S 44 DEG 45' 0" E 1017.86 FT; S 35 DEG 42' 28" E 425.62 FT; N 89 DEG 56' 32" W 811.6 FT; N 45 DEG 59' 0" W 1394.81 FT; ALONG A CURVE TO R (CHORD BEARS: N 35 DEG 35' 32" W 389.05 FT, RADIUS = 1095.92 FT); N 0 DEG 10' 24" E 48.23 FT TO BEG. AREA 28.149 AC.

Parcel 58:005:0044 Legal Description: COM S 1460.94 FT & E 2535.38 FT FR NW COR. OF SEC. 35, T4S, R1W, SLB&M.; S 41 DEG 30' 0" E 128.5 FT; S 0 DEG 10' 31" W 1084.2 FT; S 89 DEG 48' 57" W 315.3 FT; N 8 DEG 21' 0" E 844.59 FT; N 17 DEG 47' 0" E 363.1 FT TO BEG. AREA 5.909 AC.

Parcel 58:005:0043 Legal Description: COM S 1314.14 FT & E 1317.81 FT FR NW COR. OF SEC. 35, T4S, R1W, SLB&M.; N 89 DEG 15' 53" E 1075.57 FT; S 41 DEG 30' 0" E 147.24 FT; S 17 DEG 47' 0" W 402.19 FT; S 8 DEG 21' 0" W 852.16 FT; S 89 DEG 48' 57" W 929.66 FT; N 0 DEG 7' 46" E 1331.48 FT TO BEG. AREA 31.639 AC.

When recorded, return to:

Parr Brown Gee & Loveless
Attn: Thomas E. Goodwin, Esq.
101 South 200 East, Suite 700
Salt Lake City, Utah 84111

SECOND AMENDMENT TO AGREEMENT

This Second Amendment to Agreement (this "**Second Amendment**") is made and entered into by and between LEHI CITY, a municipal corporation and political subdivision of the State of Utah (the "**City**"), and GARDNER-PLUMB, L.C., a Utah limited liability company ("**Developer**"). The City and Developer are sometimes collectively referred to herein as the "**Parties**."

RECITALS:

A. The City and Developer previously entered into that certain Agreement (the "**Agreement**") recorded on April 20, 2015, in the Utah County Recorder's Office as Entry No. 32455:2015.

B. The Parties amended the Agreement as set forth in that certain First Amendment to Agreement recorded on March 26, 2019, in the Utah County Recorder's Office as Entry No. 24625:2019 (the "**First Amendment**").

C. The Parties desire to amend the Agreement again as set forth below.

AGREEMENT:

Now, therefore, in exchange for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Modification of Density Allocation. Sections 3.b and 3.c of the Agreement, as revised by the First Amendment, are hereby deleted in their entirety and replaced with the following:

> "b. The Amended Project Plan also specifies: (i) the zoning designation for each parcel within the project (collectively, the "Project"); (ii) that the total number of ERUs that may be constructed for the south portion of the Property is 1,833 ERUs; and (iii) that the total number of ERUs that may be constructed for the north portion of the Property is 100 ERUs.
>
> c. If Developer constructs less than the maximum number of ERUs per acre within a given zoning designation on the south portion of the Property, those ERUs may be transferred by Developer to another area within the south portion of the Property, even if it exceeds the maximum density allowed under the existing

zoning for said area within the south portion of the Property. In no event may Developer transfer any excess ERUs outside the south portion of the Property. The intent of the parties is that 1,833 ERUs are either constructed on the south portion of the Property or are forfeited

2. Effect of Amendment. The intended effect of this Second Amendment is to transfer 100 ERUs from the north portion of the Property to the south portion of the Property.

3. Effective Date. The "Effective Date" of this Second Amendment shall be the later of the following dates: (i) the date of the City's signature, or (ii) the date of Developer's signature.

4. Counterparts. This Second Amendment may be executed in one or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

Executed by the parties as of the dates indicated below.

LEHI CITY

Attest:

_____ _____

Teisha Wilson, City Recorder Mayor Paul Binns

DEVELOPER:

Gardner-Plumb, L.C.

_____

Walter J. Plumb, Manager

STATE OF UTAH)
:ss
COUNTY OF SALT LAKE)

On this ___ day of _____, 2026, personally appeared Walter J. Plumb, who duly acknowledged that he executed this Second Amendment on behalf of Gardner-Plumb, L.C. in his capacity as authorized Manager of said entity.

SEAL:

_____

Notary Public

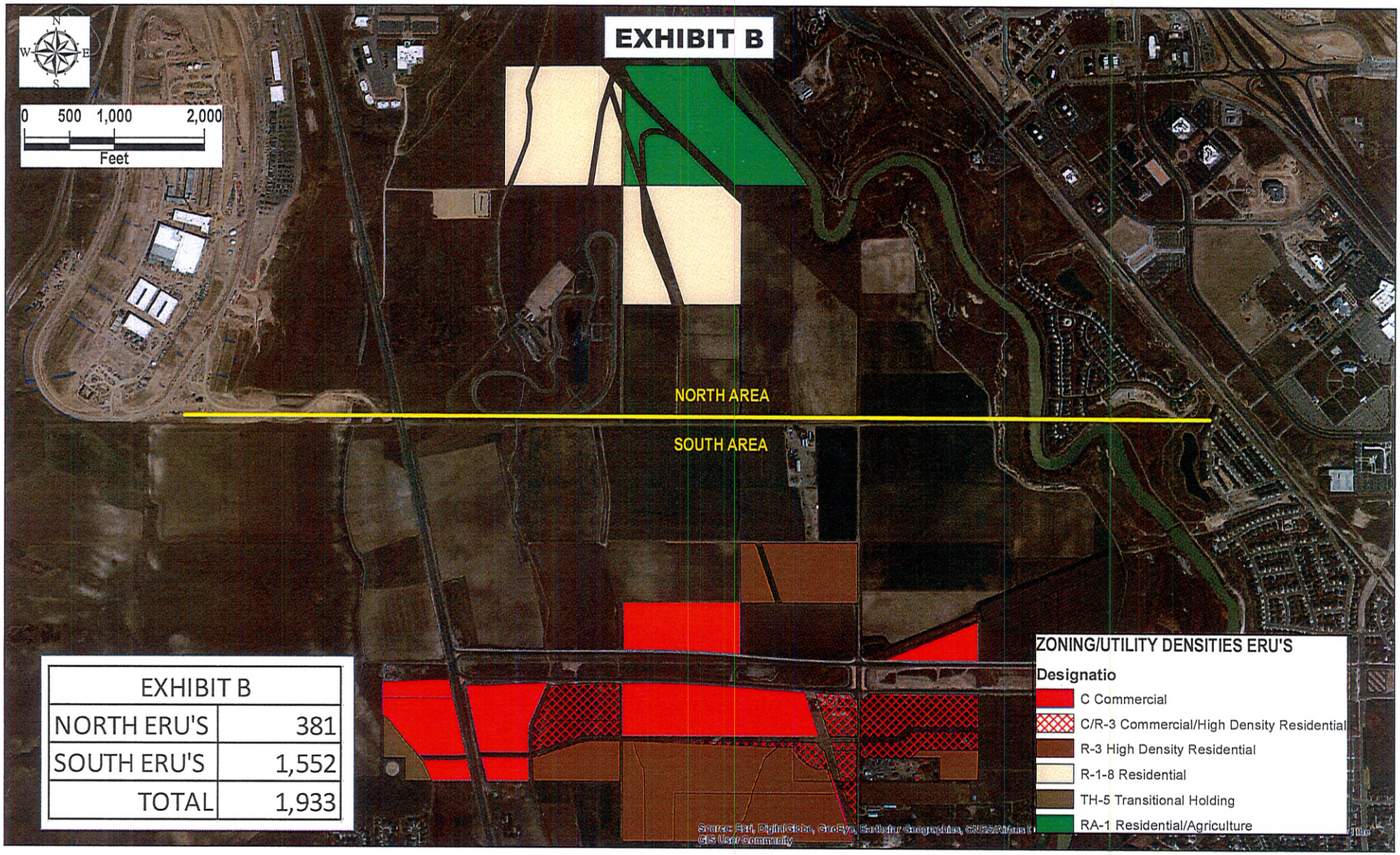


EXHIBIT B	
NORTH ERU'S	381
SOUTH ERU'S	1,552
TOTAL	1,933

Amendment to Plumb-Gardner Development Agreement

Aerial Map



Aloha,

My name is Lyle Swapp and I currently live at 1945 N 4260 W in Lehi - where much of Lehi's new residential development is occurring. Having grown up in Utah before my military service, I have been greatly surprised with the residential development in this community and many others along the Wasatch Front.

I am writing in response to a mass-mailer sent out from Steve Maddox, CEO of EDGE Homes. In that letter, Steve identified the Heavy Commercial (C-H) property parcel directly behind my house (a 12-acre parcel just west of Redwood Road and W 2100 N). He stated that a C-H designation allowed for "high-impact" commercial development and then proceeded to state that Lehi would consider putting "gas stations, electric substations, indoor shooting ranges, 24-hour drive throughs, auto repair shops, warehouses, hotels and night clubs."

Personally, I do not believe your team would consider these kinds of commercial development - mainly based on the commercial development approvals I have seen upon returning to the valley.

In his letter to the community, Steve outlines 5 "benefits" of a "more harmonious" community, putting the "value of residential development" as the "winner" in each of these categories:

- Property Values
- Reduced Traffic
- Lower Noise Levels
- Light Pollution
- Enhanced community safety

This leads me to believe a few things about Steven Maddox:

- Steve knows what wise and determined community development towards a “harmonious community” is - he has the experience.

- Steve knows that coordinated residential and commercial development that are mutually supportive are essential building blocks of a “harmonious community”.

- Steve also knows the benefits a deliberate commercial development plan that supports measuring residential growth, but did not list those in his letter to the community - he chose fear-mongering instead of measured analysis.

- With this, I believe that Steve really only wants more business to increase his portfolio, despite the harmful ripple effects it will cause; he does not care about our community like he says he does - he just wants the next revenue dollar.

I have seen what the Lehi City Council is trying to do to increase commercial support of the extensive residential development within its boundaries. I have also seen the use of numerous apartments and town homes being developed that have heavily stressed the commercial and other needed support infrastructure Lehi is trying to implement. I do not believe Lehi is focused on "gas stations, electric substations, indoor shooting ranges, 24-hour drive throughs, auto repair shops, warehouses, hotels and night clubs”, but instead on wise commercial support to the rapid residential growth.

Property values, traffics, noise levels, light pollution and community safety are best approached with wise, deliberate, and mutually inclusive residential, commercial, religious, utility support infrastructure and health services development.

In short:

- Property Values: Apartment buildings and tightly-fitted town homes - the focus of EDGE Homes in this community actually decreases property value. *And, being in an EDGE townhome and seeing the shortcuts and the quickly-built manner of the house*…I can see property values actually decrease as they put in more haphazard townhomes and apartments. EDGE Homes is only focused on the revenue and not building a quality home. (Values are based on demand, not quality in this residential community).

- Traffic: This is the most disturbing argument Steven makes - apartment buildings and tightly fitted town homes actually greatly increase traffic in this area - more so than commercial buildings. Bringing more of the same in would only exacerbate this! This has been painfully aware as the State grapples with the huge traffic flows along 2100, to say the least. And talk about parking…even more residential buildings will just make parking even worse!

- Lower Noise Levels: With all the commercial development I have seen Lehi implement, there has not been noise ordinance problems that I have heard. I have even been among the largely commercial areas along Redwood Road to the south of our community (with gas stations, restaurants, grocery stores, hardware stores, and even a liquor store and more) and do not notice any heightened noises.

- Light Pollution: This is the same for commercial and for residential as both need security lighting…or does Steve not intend to put street lights in the communities he builds? The reason why this would be the same for both is that light pollution is already very high in this valley with the residential communities are. Even going on top of Traverse Mountain does not avoid light pollution. One would have to hike up to the top of Timp to see more stars. Adding commercial or residential to this parcel will have no difference in light pollution…this is a scare tactic.

- Enhanced community safety: This is the second most disturbing argument Steve makes. Wide open areas give better security than tightly fitted homes and apartments. Did EDGE Homes put security systems in all the apartment stairwells? What about the little play areas in-between rows of homes? I do not believe Steve is actually concerned with security - and adding more townhomes and apartment buildings will only make physical security worse instead of better. Wide open lots actually deter more than entice. Ask any police officer if they would rather search for a suspect in a commercial area or in a residential area - or if they think the wide open areas of commercial development helps deter security issues.

Kim, I respectfully decline to be brow-beaten by a corporation focused on increasing revenue instead of actually and deliberately helping to plan a joint and mutually supportive

residential, commercial, religious, utility support infrastructure and health services development in our community. I do not support changing the C-H designation of this parcel and making it residential. I believe making this change will only cause more problems than provide for a more “harmonious” living area.

Respectfully,

Lyle Swapp

Concerned Lehi Resident

1945 N 4260 W

Public Comment Planning Commission

Gardner Plumb Development Agreement

- Support
    1. I believe we may get some negative comments here because of the high density residential sounds like a 10-story condo building. From what I see, these look like 3-story townhomes. I live in Willow Point just south of this proposed project and I know that land is valuable with the freeway being built and I would prefer housing to heavy commercial on that site any day. So as a nearby neighbor, I am happy to hear a proposal for more housing
- Opposed
    1. Robert Udall - We oppose the proposed development and encourage the city to make it an open space for the betterment of the children and families of the community
    2. Sterling Douglass - As an owner of one of the townhomes in willow point I would prefer that the city consider not changing the zoning for that area to high density residential. It already feels extremely overpopulated in that area and increasing more densely populated development in that area will only make it worse. Thank you for taking the time to consider mine and my fellow residents in the area's opinions on the matter.
    3. Kensley Hatch - I am writing regarding the proposed rezoning of the approximately 12-acre property immediately west of Willow Point from Heavy Commercial to high-density residential. I respectfully ask the Planning Commission to deny this rezoning request or postpone approval until the surrounding transportation infrastructure has been significantly improved. Like many residents in this area, my primary concern is traffic. The roads serving this part of Lehi are already heavily congested during peak commuting hours. Adding hundreds of additional residential units will place even more pressure on intersections and roads that are already operating near or beyond their practical capacity. This concern is not unique to my neighborhood. It has been raised repeatedly by Lehi residents over the years and is reflected in public comments, previous Planning Commission meetings, and even Lehi City's own community surveys. Residents consistently identify traffic congestion, rapid growth, and insufficient infrastructure as some of the city's biggest challenges. Planning Commission members have also expressed concerns in previous hearings about traffic studies not accurately reflecting real-world conditions and about approving higher-density developments before transportation improvements are in

place (Lehi Free Press). While I understand that Lehi needs additional housing, growth should occur responsibly. High-density residential development should follow infrastructure, not precede it. Without adequate road capacity, additional development will increase commute times, reduce emergency vehicle access, create more neighborhood cut-through traffic, and negatively affect the quality of life for existing residents. The current Heavy Commercial zoning also offers opportunities to bring jobs, services, restaurants, retail, and amenities closer to nearby neighborhoods. Converting this land entirely to residential removes those future opportunities while adding substantially more vehicle trips to an already congested road network. I respectfully ask the Planning Commission to not approve the zoning change until better traffic infrastructure is put in place. Or if the proposal is accepted include requirements for these developers who are making so much money from these projects to contribute financially to building out the roads before they build more buildings that will lead to more congestion. If additional residential development is ultimately considered appropriate, I encourage the City to first require meaningful roadway improvements and an updated, comprehensive traffic analysis that reflects current and projected conditions. Thank you for your time, your service to our community, and your consideration of resident concerns.

4. Marcus Tanner - I just wanted to send a quick comment about the proposed development by Willow Point. Personally I really don't want more high-density housing in this area. Traffic is already pretty backed up around here, parking is getting harder, and it just seems like the area is already stretched as it is. I feel like adding a bunch more homes is just going to make those issues worse. I know Lehi is growing and more housing is needed, but I don't think this is the right place for another high-density development. If you look at the map you can already see the whole area is completely filled with high density housing. Unless you can build up the infrastructure first (which I don't think is possible because everythings already filled out, you'd have to start tearing down houses), it is just going to lead to more problems. Thanks for taking the time to read this.
5. Angie Lethbridge - I am in opposition of the development agreement amendment proposed. The original agreement limited total ERU's in both areas and did not allow the transfer between north and south. The previous council already has allowed the developer an exception to this and I think the city needs to stick to the plan. The amount of ERU's in the south is already more than originally allowed. I argue that the area west of Willow Point is

better suited as commercial in it's proximity to Redwood Road and 2100 N. The developer already has used their commercial overlay to shift commercial area behind the Smith's market place to residential and those units are so close to the busy roads and they have used their maximum +more of the allowed ERU's for the south. There is also significant difference between north and south with regards to traffic congestion and parking. I argue that most residents to the south leave and return home heading to and from the east and the backup on the 2100 N frontage roads is not going to be alleviated by the freeway addition. These residents will still be exiting and lined up to head to and from I-15 for commuting. Even the small amount of 160 units erodes further the livability factor of this area. Edge homes just needs to sit tight and wait for the commercial to come, where it was designated best to be. We have come from a time in our city with many development agreements and many general plan amendments and we have recognized some of the problems that have come of this. We do not have an obligation to ensure the viability and profit timeline of projects for developers. We need to make sure that we show transparency to the public that a change like this benefits the city and it's residents in every way before giving exceptions. Thank you.

6. Tegan Chase - I am a resident of Willow Point and am writing regarding the proposed development agreement amendment for the property immediately west of our neighborhood. I understand that EDGE Homes is requesting to transfer existing ERUs rather than increase the total number already approved under the Development Agreement. However, I am concerned about concentrating additional high-density residential development in an area that is already experiencing significant traffic, parking, and safety challenges. One of my biggest concerns is traffic. Hardman Way and the surrounding roads have become increasingly congested over the past several years, and I am concerned that traffic volumes may increase even further with the upcoming opening of the Smith's at 2100 North and 3600 West. I hope the City's evaluation considers current conditions as well as the anticipated impact of nearby developments that are about to open. In addition to congestion, vehicle speeds are a serious concern. Drivers frequently travel well above the posted speed limits on Hardman Way and within Willow Point itself. While portions of Hardman Way have been painted red to improve safety, visibility when turning onto the road can still be difficult because of the volume and speed of traffic. To my knowledge, speed bumps are not being considered in our neighborhood, leaving residents with few

options to address these ongoing safety concerns. I am also concerned about parking impacts. Street parking is already limited within and around Willow Point. Although residents are encouraged to use their driveways, many driveways are not long enough to comfortably accommodate larger vehicles, and many households have more than two vehicles due to larger families, adult children living at home, or roommates. As a result, vehicles are frequently parked along the street, including in red-painted curb areas and other locations where parking creates visibility and safety concerns. My concern is not simply that additional housing is being proposed. Lehi is a growing city, and I understand that growth is inevitable. My concern is that the existing infrastructure already feels strained. Before additional residential density is approved adjacent to our neighborhood, I hope the City ensures that the surrounding roads, parking capacity, and pedestrian safety measures are sufficient to support that growth. I respectfully ask that the Planning Commission carefully consider:

- Whether an updated traffic impact analysis reflects current conditions and nearby developments.
- Whether additional traffic-calming or pedestrian safety improvements are needed before increasing residential density in this area.
- Whether the proposed parking plan accurately reflects real-world vehicle ownership and the potential for spillover parking into surrounding neighborhoods.
- Whether the existing road and infrastructure capacity can safely accommodate additional residents.

Thank you for taking the time to consider the concerns of Willow Point residents. I appreciate the City's willingness to hear public input and hope these issues will be carefully evaluated as part of your review.

Agenda Item No: 5.5

City Council Agenda Item Report

Meeting Date: August 11, 2026
Submitted By: Teisha WIlson
Submitting Department:
Item Type: Resolution
Agenda Section: Regular Agenda

Subject:
Consideration of Resolution #2026-45, appointing two members to serve on the Utah County Justice Court Nominating Commission for the Lehi City Justice Court Vacancy

Summary:

Attachments:

Res 2026-45.docx

RESOLUTION NO. 2026-45

A RESOLUTION OF THE LEHI CITY COUNCIL APPOINTING TWO MEMBERS TO SERVE ON THE UTAH COUNTY JUSTICE COURT NOMINATING COMMISSION FOR THE LEHI CITY JUSTICE COURT VACANCY

WHEREAS, Lehi City operates the Lehi City Justice Court in accordance with applicable provisions of Utah law; and

WHEREAS, a vacancy has occurred, or is anticipated to occur, in the office of judge of the Lehi City Justice Court; and

WHEREAS, Utah Code § 78A-7-202 establishes a county justice court nominating commission to review applicants and make recommendations for a vacant justice court judge position; and

WHEREAS, Utah Code § 78A-7-202 provides that two members of the county justice court nominating commission shall be appointed by the governing authority of the jurisdiction in which the vacant judicial office is located; and

WHEREAS, the Lehi City Council is the governing authority responsible for appointing two individuals to represent Lehi City on the Utah County Justice Court Nominating Commission for the current Lehi City Justice Court vacancy; and

WHEREAS, the Lehi City Council has determined that **JoDe Neer and Ryan Wood** are qualified and willing to serve on the Utah County Justice Court Nominating Commission.

NOW, THEREFORE, BE IT RESOLVED BY THE LEHI CITY COUNCIL OF LEHI CITY, UTAH, AS FOLLOWS:

Section 1. Appointment

The Lehi City Council hereby appoints the following individuals to serve as Lehi City's two representatives on the Utah County Justice Court Nominating Commission convened for the purpose of filling the current vacancy in the Lehi City Justice Court:

1. **Ryan Wood, Lehi City Attorney**
2. **JoDe Neer, Lehi City Court Clerk Supervisor**

Section 2. Scope and Duration of Appointment

The appointments made by this Resolution are for the nominating commission convened in connection with the current vacancy in the Lehi City Justice Court. Each appointee shall serve

until the commission has completed its responsibilities relating to that vacancy, unless the appointee resigns or is replaced by subsequent action of the Lehi City Council.

Section 3. Authority to Coordinate

The Mayor, City Administrator, City Recorder, City Attorney, and other appropriate City officials are authorized to take any administrative actions reasonably necessary to communicate these appointments and facilitate the appointees' participation in the nomination process.

Section 4. Effective Date

This Resolution shall become effective immediately upon passage.

Approved and Adopted by the City Council of Lehi City, Utah this 11th day of August 2026.

LEHI CITY	ATTEST
_____	_____
Paul Binns, Mayor	Teisha Wilson, City Recorder