Lehi City Council Meeting
Agenda
September 8, 2026

4:00 PM - Lehi City Council Chambers (131 N. 100 E., Lehi, Utah)

Pre-Council, 4:00 p.m.

1. Welcome and Opening Comment

2. Presentations and Reports

   2.1. Power Purchase Adjustment Calculation Report- Joel Eves, Power Director

   2.2. Quarterly Financial Report- Dean Lundell, Finance Director

   2.3. Justice Court Operations and Costs Report and Discussion

3. Working Discussion Items

   3.1. Lehi City General Plan Overview and Discussion
   www.lehi-ut.gov/departments/planning-zoning/general-plan/

   3.2. Lehi City Master Transportation Plan – Overview, Status Report, and Discussion Regarding the Update
   Current Master_Transportation_Plan.pdf
   Master_Transportation_Plan_DRAFT CC discussion 9-08-2026.pdf

   3.3. Discussion of Proposed Updates to Lehi Municipal Code Title 7 Chapter 3, Regarding Parking Code Violations.
   Proposed Parking Ordinance Final.docx

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

5. Administrative Report

6. 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. September Waterwise Yard of the Month Award Presentation

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 Resolution #2026-50, an agreement with Rhino Pumps LLC for work related to the Thanksgiving Point Lift Station Overwatch Upgrade
   Resolution-Approval of Thanksgiving Point Lift Station Overwatch Upgrade (Rhino Systems LLC).docx
   Thanksgiving Point Rhino Pumps agreement.docx

   4.2. Approve Purchase Orders
   PO 8462 Stuart C Irby.pdf
   PO 8495 Think Construction.pdf
   PO 8496 AC Excavation.pdf

5. Regular Agenda

   5.1. Consideration of Ordinance #37-2026, approval of a Development Code Amendment to Chapter 19, Renewable Energy Systems, updating the maximum allowed kW for residential systems.
   Petitioner: Lehi City
   Ordinance - Ch 19 Development Code Amendment 09.08.26.docx
   Ch 19 DCA 1.pdf

   5.2. Consideration of Resolution #2026-51 appointing members to serve on the Lehi Small Business Advisory Council (SBAC).
   SBAC.docx

   5.3. Consideration of Resolution #2026-49, approving a Charitable Grant Agreement between

Lehi City and Mill Pond Water LLC for the Mill Pond property, located at approximately 1300 East 700 South.
Petitioner: Mill Pond Water LLC
Res_2026-49.docx
2026-08-03 - Charitable Gift Agreement w Lehi City v01-04 (003).pdf
2026-08-04 - LF Peck Family to Lehi City re donation (003).pdf

5.4. Consideration of Resolution #2026-52, approval of the Nancy Walker Development Agreement on 2.581 acres of property located at 915 W State Street, allowing certain restricted Heavy Commercial uses on the property and other site restrictions for commercial development.
Petitioner: Lehi City
Resolution-Approval of Walker DA.docx
Walker DA 1.pdf

5.5. Consideration of Ordinance #27-2026, approving the Walker Zone Change on 2.58-acres located at 915 West State Street, changing the zoning from R-1-8 to C-H Heavy Commercial. (Tabled from the July 14, 2026 City Council Meeting)
Petitioner: Deborah Walker
Ordinance - Walker Zone Change 07.14.26.docx
Walker Zone Change 1.pdf

5.6. Consideration of Ordinance #38-2026, approval of the Jay Peterson Zone Change changing 0.406 acres located at 3455 N Center Pointe Drive from Public Facility (PF) to Transitional Holding (TH-5).
Petitioner: Lehi City
Ordinance - Jay Peterson TH5 Zone Change 09.08.26.docx
Jay Peterson Zone Change 09.08.26.pdf

5.7. Consideration of Resolution #2026-54, adopting the Lehi City Data Privacy Program Policy.
Petitioner: Lehi City
Resolution-Approval of the Data Privacy Program Policy.docx
Lehi City Privacy Program Policy FINAL Redlined.pdf

5.8. Consideration of Resolution #2026-53, approving an update to the Lehi City Parks, Arts, Recreation, and Culture PARC Program Guidelines.
Petitioner: Lehi City
Resolution-Approval of Amended PARC Fund Guidelines (2026).docx
PARC Tax Revisions - Revised No Committee Redlined.pdf
PARC Tax Revisions - Revised w_Committee Redlined.pdf

5.9. Consideration of Ordinance #36-2026, approval of a Development Code Amendment to Table 37.080, Table of Off-Street Parking Requirements, adding new parking requirements for preschools and daycares offering specialized therapy with higher student/teacher ratios.

Petitioner: Lehi City
Ordinance - Table 37.080 Daycare & Preschool Development Code Amendment 09.08.26.docx
Table 37.080 Parking 1.pdf

5.10. Consideration of Resolution #2026-55, granting Zayo a Nonexclusive Franchise to operate a telecommunications network in Lehi City and approving the agreement.
Petitioner: Lehi City
Resolution-Zayo Franchise Agreement.docx
Agreement-Zayo Telecommunications Franchise.docx

5.11. Continued Discussion of the Gardner Plumb Development Agreement from the August 11, 2026 City Council Meeting. *This is a non-action item.*
Council Packet 08.11.26

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: September 8, 2026
Submitted By: Teisha WIlson
Submitting Department:
Item Type: Presentation
Agenda Section: Presentations and Reports

Subject:
Power Purchase Adjustment Calculation Report- Joel Eves, Power Director

Summary:

Attachments:

Agenda Item No: 2.2

City Council Agenda Item Report

Meeting Date: September 8, 2026
Submitted By: Teisha WIlson
Submitting Department:
Item Type: Presentation
Agenda Section: Presentations and Reports

Subject:
Quarterly Financial Report- Dean Lundell, Finance Director

Summary:

Attachments:

Agenda Item No: 2.3

City Council Agenda Item Report

Meeting Date: September 8, 2026
Submitted By: Teisha WIlson
Submitting Department:
Item Type: Action Item
Agenda Section: Presentations and Reports

Subject:
Justice Court Operations and Costs Report and Discussion

Summary:

Attachments:

Agenda Item No: 3.1

City Council Agenda Item Report

Meeting Date: September 8, 2026
Submitted By: Teisha WIlson
Submitting Department:
Item Type: Discussion
Agenda Section: Working Discussion Items

Subject:
Lehi City General Plan Overview and Discussion
www.lehi-ut.gov/departments/planning-zoning/general-plan/

Summary:

Attachments:

Agenda Item No: 3.2

City Council Agenda Item Report

Meeting Date: September 8, 2026
Submitted By: Teisha WIlson
Submitting Department:
Item Type: Discussion
Agenda Section: Working Discussion Items

Subject:
Lehi City Master Transportation Plan – Overview, Status Report, and Discussion Regarding the Update

Summary:

Attachments:

Current Master_Transportation_Plan.pdf

Master_Transportation_Plan_DRAFT CC discussion 9-08-2026.pdf

Lehi City Master Transportation Plan

APPROVED BY THE LEHI CITY COUNCIL ON NOVEMBER 14, 2023

N

1,500 750 0 1,500 3,000 4,500 6,000 Feet

Future Grade Separation

New Interchange

Future I-15 to Mountain View Corridor Connector Freeway

See TM Area Plan

See Micron Area Plan

Future Mountain View Corridor

SR-92

Center St

Highland Blvd

3200 North

Right-in Right-out

New I-15 Crossing

Future Grade Separation

600 East

2600 North

1200 West

2100 North

300 West

1200 East

US-89

1500 North

3600 West

2300 West

900 North

1700 West

1100 West

500 West

Redwood Rd

SR-73

Main St

SR-68

700 South

Pioneer Crossing Blvd

300 East

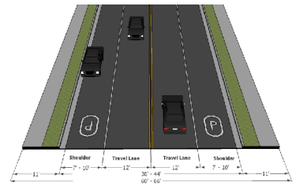
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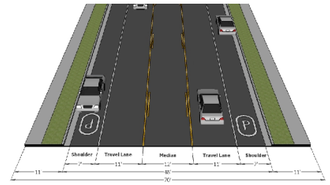
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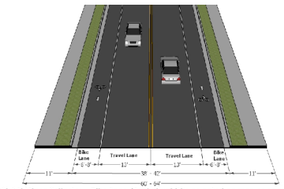
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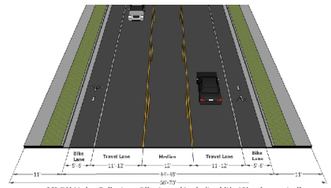
Future Off-Shore Freeway

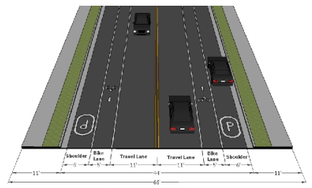
PROPOSED TYPICAL STREET SECTIONS

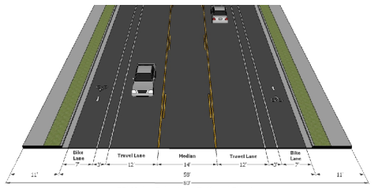

60'-66' Minor Collector (Asphalt width as noted on map or as approved)

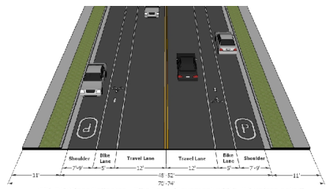

70' Major Collector

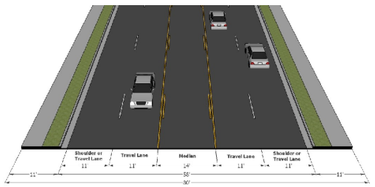

60'-64' Minor Collector - Bike Lane (Asphalt widths as noted on map or as approved)

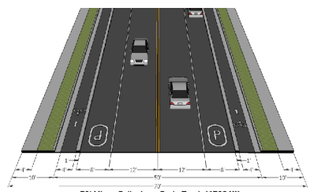

66'-70' Major Collector - Bike Lane (Asphalt width 48' unless noted)

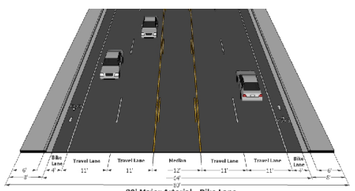

66' Minor Collector - Bike Lane

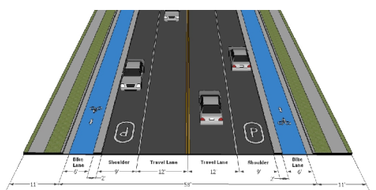

80' Major Collector - Buffered Bike Lane

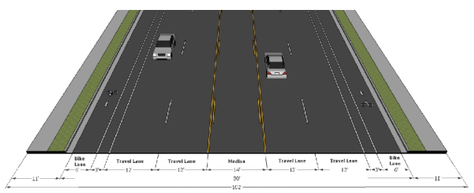

70'-74' Minor Collector - Bike Lane (Pavement width 48' unless noted)

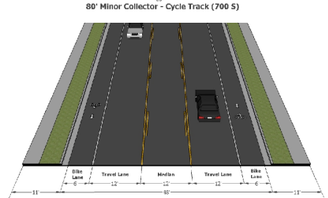

80' Major Arterial

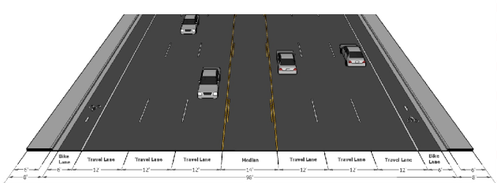

70' Minor Collector - Cycle Track (1700 W)


80' Major Arterial - Bike Lane


80' Minor Collector - Cycle Track (700 S)


102' Major Arterial - Buffered Bike Lane

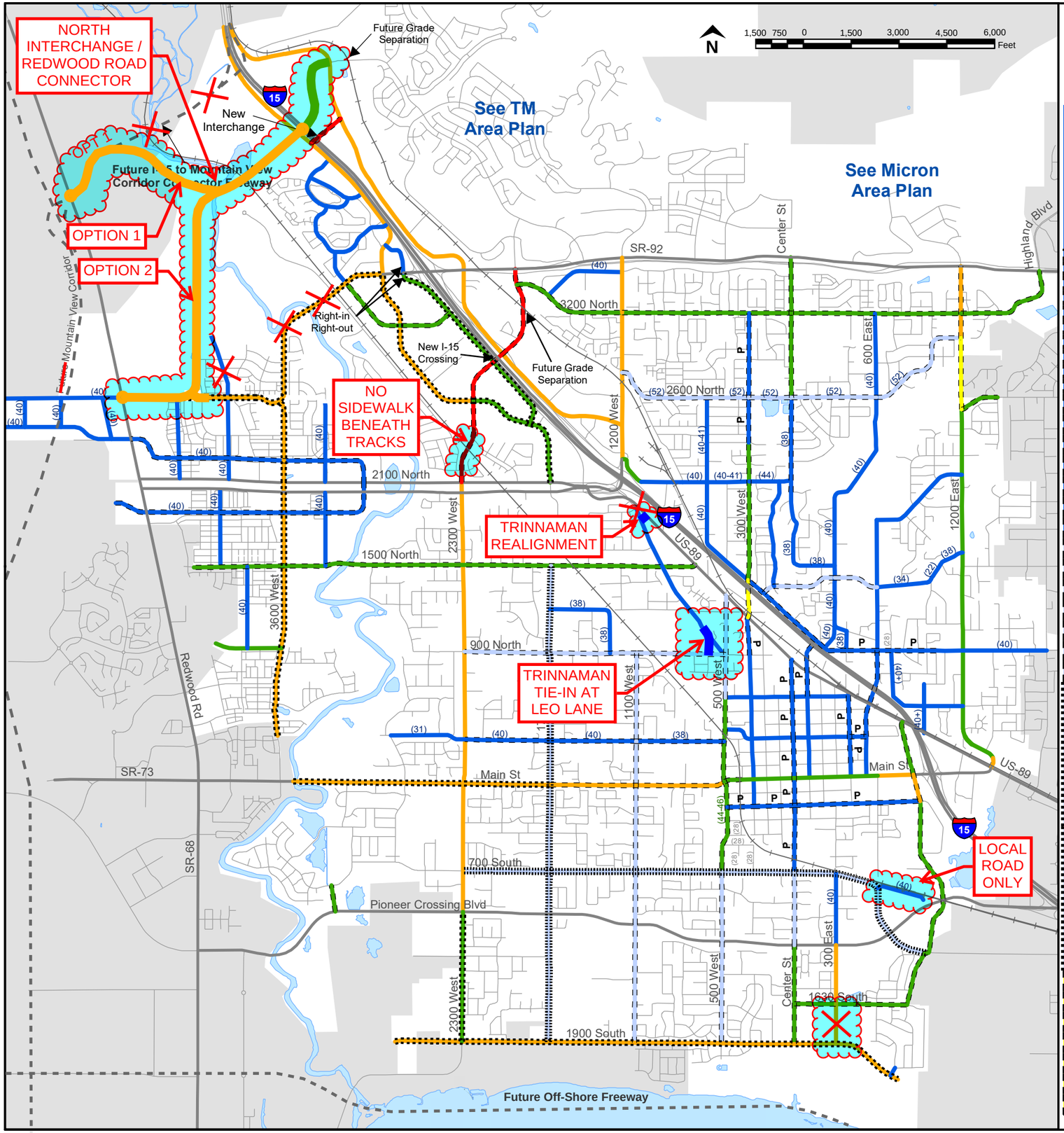

70' Minor Arterial - Bike Lane

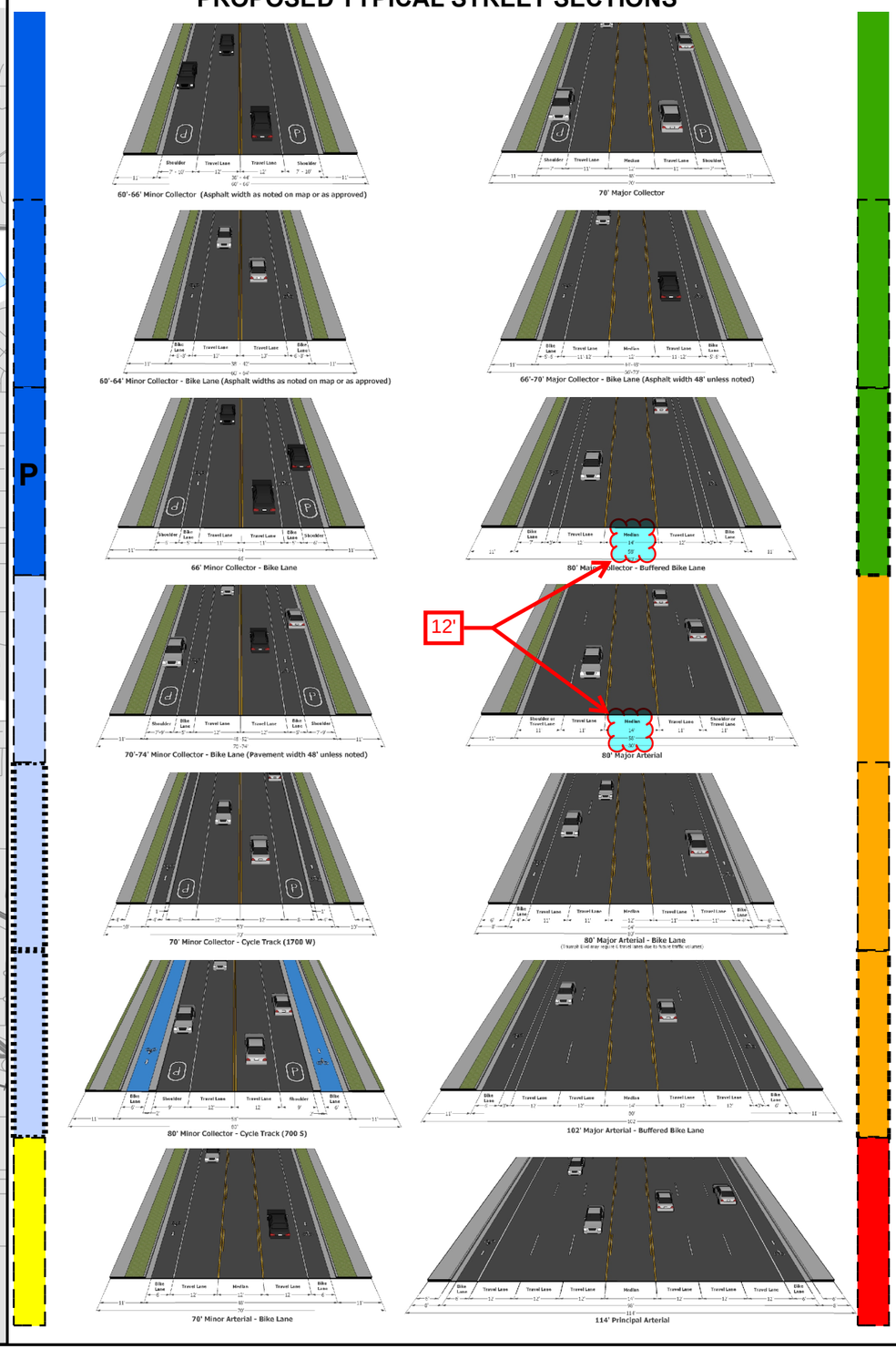

114' Principal Arterial

Lehi City Master Transportation Plan

APPROVED BY THE LEHI CITY COUNCIL ON ~~NOVEMBER 14, 2023~~

PROPOSED TYPICAL STREET SECTIONS





Agenda Item No: 3.3

City Council Agenda Item Report

Meeting Date: September 8, 2026
Submitted By: Teisha WIlson
Submitting Department:
Item Type: Discussion
Agenda Section: Working Discussion Items

Subject:
Discussion of Proposed Updates to Lehi Municipal Code Title 7 Chapter 3, Regarding Parking Code Violations.

Summary:

Attachments:

Proposed Parking Ordinance Final.docx

CHAPTER 3
CIVIL VIOLATIONS

SECTION:

7-3-1: Statement Of Intent

7-3-2: Position Of Civil Violations Hearing Examiner Created; Powers And Duties

7-3-3: Acts Made Civil Violations

7-3-4: Notice Of Violation

7-3-5: Response To Notice Of Violation; Payments By Mail

7-3-6: Fee For Violations; Payment

7-3-7: Contesting A Violation; Hearing; Appeals

7-3-8: Special Provisions Relating To Parking Regulations

7-3-9: Civil Appeals

7-3-10: Criminal Violation

7-3-11: Civil Collection Actions

7-3-12: Enforcement

7-3-1: STATEMENT OF INTENT:

The city enacts this chapter to clarify its parking ordinances. With the enactment of this chapter, the city is acting, in part, pursuant to authorization found in Utah Code Annotated sections 10-8-84, 41-6a-207 and 41-6a-208, as amended

7-3-2: POSITION OF CIVIL VIOLATIONS HEARING EXAMINER CREATED; POWERS AND DUTIES:

The position of civil violations hearing examiner is hereby created. A hearing examiner shall perform all duties and exercise all powers described in this chapter.

7-3-3: ACTS MADE CIVIL VIOLATIONS:

The following acts may be pursued as civil violations and within the jurisdiction of the city civil violations hearing examiner:

Violation of any state or city parking regulation.

7-3-4: NOTICE OF VIOLATION:

A written notice of violation shall be issued to each person or vehicle charged with a civil or criminal violation, which notice shall contain not less than the following information:

A. The name and address of the person charged with the violation. Notwithstanding anything in this section to the contrary, a notice of violation for a parking violation placed on a parked motor vehicle need not include a name and address;

B. The violation charged;

C. The date and place of the violation;

D. If the violation involved the use of a motor vehicle, the make of the vehicle and its license plate number;

E. Notice of where and how the violation must be responded to.

7-3-5: RESPONSE TO NOTICE OF VIOLATION; PAYMENTS BY MAIL:

A. Any person to whom a notice of violation has been issued shall respond within five to fourteen (5-14) days thereof by:

1. Paying the fee described in section 7-3-6 of this chapter (for good cause, the hearing examiner may allow reasonable terms for payment);

2. Contesting the violation in the manner described in section 7-3-7 of this chapter; or

3. Demonstrating the financial inability to pay the applicable fee on any reasonable terms. A person claiming under this subsection shall agree with the hearing examiner to perform public service in lieu of paying the fee, which public service shall be performed in not more than thirty (30) days after the agreement is entered into.

B. Fees may be paid by mail, but the risk that payments may be lost in the mail shall be on the sender, and all payments shall be received by Lehi City within the times required by this chapter.

7-3-6: FEE FOR VIOLATIONS; PAYMENT:

A. Fees and other money related to violations shall be paid to the city in such manner, not inconsistent with this chapter, as the Lehi City finance department shall direct.

B. The fee for violation of any violations under this title, or any other parking violation found in this code but not specifically mentioned in this title, shall be as adopted annually by the city council in the city civil fines schedule or as adopted annually by the State of Utah in the Utah State Fine and Bail Schedule.

F. A violation shall be deemed in default if fifteen (15) days or more after the notice of violation was issued, the applicable fee has not been paid or the action contested. In addition to other penalties described in this chapter, a violation in default shall be subject to the following penalties: impoundment and towing; legal action for collection of all costs, attorney fees and administrative costs; and or criminal prosecution pursuant to section 7-3-10 of this chapter.

G. In addition to any other penalty or fine stated within this chapter, and not in lieu of any other penalty or legal action which can be taken against a person or vehicle, any vehicle found to be in violation of any provision of this chapter, including, but not limited to, a vehicle which blocks a driveway to a residence or business in such a manner that vehicles cannot safely enter or exit said driveway, may be towed and impounded upon the direction of any police officer, parking enforcement officer or fire officer upon the officer finding that the situation creates a condition which impairs the health or safety of the public. The registered owner of the vehicle shall be responsible for all towing and storage fees incurred in the event a vehicle is removed. The owner or the owner's agent may claim the vehicle only after paying any fines incurred and any towing and impounding fees incurred. Any contest of a removal shall be made by giving written notice, requesting a contest hearing, to the city hearing examiner, within fourteen (14) days of the removal.

7-3-7: CONTESTING A VIOLATION; HEARING; APPEALS:

A. Any person charged with a violation may contest the same instead of paying the fee. A violation is contested by delivering written notice to the office of the hearing examiner. If the person charged with a Violation fails or refuses to give a correct mailing address when contesting a Violation, the action shall be deemed to be in default and not contested.

B. When a violation is contested, the hearing examiner shall thereafter conduct a civil hearing. The notice of violation shall constitute prima facie evidence that the violation alleged actually occurred. The hearing shall be conducted as informally as the

circumstances will allow and shall be based on the civil standard of a preponderance of the evidence. At the hearing, any party may be required to testify.

C. The hearing examiner shall decide if the alleged violation occurred. If the hearing examiner finds the violation alleged did not occur, the notice of violation shall be dismissed and without any further force or effect. If the hearing examiner finds at the hearing that the violation alleged did occur, the person to whom the notice of violation was issued shall respond as provided in this chapter. The response shall be within five (5) calendar days after the hearing, unless the decision is made by mail and not at the hearing, in which event the response shall be in ten (10) calendar days after the decision is mailed to the address given when the violation was contested. A contested action shall be in default if not responded to in the time periods provided in this subsection.

7-3-8: SPECIAL PROVISIONS RELATING TO PARKING REGULATIONS:

If a violation relates to a parking regulation, the following rules shall apply:

A. The notice of violation may be issued by affixing the same to the subject motor vehicle in a conspicuous place.

B. Whenever a motor vehicle has been parked in violation of any parking regulation, the person in whose name such vehicle is registered shall be prima facie responsible for such violation and liable for payment of the applicable fee.

C. Any motor vehicle with respect to which four (4) or more notices of violation are in default is hereby declared to be a public nuisance and the city may authorize said motor vehicle to be towed from the public streets at the expense and risk of the registered owner. Said motor vehicle shall be held and not released until the unpaid fees and reasonable costs of towing and storage have been paid.

D. If a motor vehicle has been towed from the public streets pursuant to the provisions of this chapter and is being held for the payment of fees and charges, the owner thereof or the agent of the owner may, in writing, request a hearing to determine the validity of the action taken with respect to said motor vehicle and said hearing shall take place within Seven (7) business days from receipt of the request, unless the applicant agrees to a longer period of time before the hearing. The hearing examiner may order the release of any motor vehicle without cost to the owner or the owner's agent if said motor vehicle was towed from the public streets or is being held in violation of this chapter or other applicable law.

7-3-9: CIVIL APPEALS:

Any person unsatisfied with a decision of the hearing examiner may appeal the same within fifteen (15) days to the Lehi Justice Court, which shall hear the action de novo. Failure to respond to a notice of violation shall not be a decision from which an appeal can be taken.

7-3-10: CRIMINAL VIOLATION:

A. Notwithstanding any contrary provision in this chapter, it shall be a Class C misdemeanor criminal violation, with original jurisdiction in the Lehi City Justice Court:

1. For a person to whom a notice of violation has been issued to allow the subject action to go into default;

2. For a registered owner to fail or refuse to respond to a notice of violation issued pursuant to section 7-3-4 of this chapter; or

3. For a person to willfully fail or refuse to completely perform the public service agreed to pursuant to subsection 7-3-5A3 of this chapter.

B. For the purposes of this section, it shall be a rebuttable presumption that the notice of violation and any other notices have been received by the addressee.

7-3-11: CIVIL COLLECTION ACTIONS:

The city may bring civil suit in the courts of the state to recover the amount of overdue and unpaid fees, including attorney fees and costs related thereto.

7-3-12: ENFORCEMENT:

City employees and police department volunteers are authorized to issue civil violations, pursuant to provisions of this chapter. These employees and volunteers will be required to be trained regarding the city and state codes prior to issuing violations. Training will be conducted by the police department.

Agenda Item No: 2.1

City Council Agenda Item Report

Meeting Date: September 8, 2026
Submitted By: Teisha WIlson
Submitting Department:
Item Type: Presentation
Agenda Section: Presentations and Reports

Subject:
September Waterwise Yard of the Month Award Presentation

Summary:

Attachments:

Agenda Item No: 4.1

City Council Agenda Item Report

Meeting Date: September 8, 2026
Submitted By: Teisha WIlson
Submitting Department:
Item Type: Resolution
Agenda Section: Consent Agenda

Subject:
Approve Resolution #2026-50, an agreement with Rhino Pumps LLC for work related to the Thanksgiving Point Lift Station Overwatch Upgrade

Summary:

Attachments:

Resolution-Approval of Thanksgiving Point Lift Station Overwatch Upgrade (Rhino Systems LLC).docx

Thanksgiving Point Rhino Pumps agreement.docx

RESOLUTION NO. 2026-

A RESOLUTION APPROVING AN AGREEMENT WITH RHINO PUMPS LLC FOR THE OVERWATCH UPGRADE OF THE THANKSGIVING POINT LIFT STATION

WHEREAS, Lehi City desires to contract for the Overwatch pumping system upgrade of the Thanksgiving Point Lift Station; and,

WHEREAS, the City determined that Rhino Pumps LLC is a sole source provider of the Overwatch pumping system; and

WHEREAS, on September 8, 2026, the City Council held a duly noticed public meeting to ascertain the facts regarding this matter, which facts and comments are found in the meeting record; and,

WHEREAS, after considering the facts and comments presented to the City Council, the Council finds: (i) the Agreement between Lehi City and Rhino Pumps LLC should be approved; 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:

PART I:

1. The Agreement between Lehi City and Rhino Pumps LLC 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 26th day of September 8, 2026.

LEHI CITY

_____
Paul Binns, Mayor

ATTEST

_____
Teisha Wilson, City Recorder

Exhibit A

AGREEMENT FOR THANKSGIVIING POINT LIFT STATION OVERWATCH UPGRADE

THIS AGREEMENT FOR THE Thanksgiving Point Lift Station Overwatch Upgrade ("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 Rhino Pumps LLC, whose principal place of business is located at 453 West 700 South Pleasant Grove, Utah 84062 ("Contractor").

WHEREAS, City desires to contract for the removal of existing sewer lift station pumps and associate appurtenances and installation of a direct inline pumping system (Overwatch Duplex Pump System) (the "Work"); and

WHEREAS, City received bid #FQ1860.R1 from Rhino Pumps who is a sole source provider of the Overwatch pumping system as granted by Industrial Flow Solutions which City determined in writing to be the only possible, lowest responsive, and most responsible bid and the City desires to contract with Contractor to perform the Work;

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 proposal from Rhino Pumps provided with bid # FQ1860.R1 dated August 3, 2026 both 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 June 1, 2027.

3. **Payment**. City shall pay Monthly invoices not to exceed $304,678.44 and a final invoice within 30 days of completion of the project which includes installation, testing, and acceptance by city staff of all work performed as described in the bid received on August 3, 2026.

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.

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. No owner or officer may be excluded. 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 $3,900,000 per occurrence and $3,900,000

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. The professional liability/errors and omissions insurance required by this Section 8.5 must be project specific with a one-year extended reporting period. Contractor shall, likewise, require its subcontractors, if any, to provide for such benefits and to maintain such insurance at no expense to the City.

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 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 in the amount of the Payment. 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 property 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 bond/letter of credit 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 bond/warranty letter of credit 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	Rhino Pumps LLC
Attn: Greg Allred	Attn: Carl Haehl
2538 North 300 West	453 West 700 South
Lehi, Utah 84043	Pleasant Grove, Utah 84062

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.

Rhino Pumps LLC

_____
By:
Its:

STATE OF UTAH)
: ss.
COUNTY OF UTAH)

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 Rhino Pumps LLC and that said document was signed by him/her in behalf of said Limited Liability Corporation 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

EXHIBIT C – Warrant Bond

Agenda Item No: 4.2

City Council Agenda Item Report

Meeting Date: September 8, 2026
Submitted By: Teisha WIlson
Submitting Department:
Item Type: Action Item
Agenda Section: Consent Agenda

Subject:
Approve Purchase Orders

Summary:

Attachments:

PO 8462 Stuart C Irby.pdf

PO 8495 Think Construction.pdf

PO 8496 AC Excavation.pdf

PURCHASE ORDER

LEHI CITY CORPORATION
153 NORTH 100 EAST
LEHI UT 84043

8462

THS ORDER NUMBER MUST APPEAR ON YOUR INVOICE

4164
ISSUED TO: STUART C IRBY CO
PO BOX 843959
DALLAS TX 75284

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

PURCHASE ORDER DATE: 08/06/2026 DEPARTMENT: POWER

QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL	GL ACCOUNT
160.00	HOFF UJ306623A ALUMINUM 30IN X 66IN X 23IN SECTIONALIZING CAN JOB 455RR	1,280.00	204,800.00	53-1415
130.00	QUAZ BG2367301858A00 HD GROUND SLEEVE	670.00	87,100.00	53-1415

TOTAL 291,900.00

COMMENTS/NOTES

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. ***

Lehi City Purchase Requisition Request

Supplier	**Name**	STUART C. IRBY CO.		**Vender #**	
	Street	PO BOX 843959		**Date**	**8/6/2026**
	City	DALLAS	**State**	TX	
	Zip	75284	**Phone**	801-724-3000	

POWER	53-14-15	
Requesting Department	**Dept. Account No.**	**Department Head Signature**

Quanity	Unit	Materials and Description	Price	Total
160		HOFF UJ306623A ALUMINUM 30IN X 66IN X 23IN	$1,280.00	$204,800.00
		SECTIONALIZING CAN JOB 455RR		
130		QUAZ BG2367301858A00 HD GROUND SLEEVE	$670.00	$87,100.00
				$291,900.00

Justification:	Price Determination	
ANIXTER-APS BRAND $339,968.42	Verbal Quote	
ANIXTER-HOFFMAN BRAND $317,831.22	Informal Bid	
WUE-DECLINED BID	Written Bid	*
	State Bid	
	Other	

PURCHASE ORDER

LEHI CITY CORPORATION
153 NORTH 100 EAST
LEHI UT 84043

8495

THS ORDER NUMBER MUST APPEAR ON YOUR INVOICE

6112
ISSUED TO: THINK CONSTRUCTION
1032 NORTH 1710 EAST
LEHI UT 84043

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

PURCHASE ORDER DATE: 09/02/2026 DEPARTMENT: POWER

QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL	GL ACCOUNT
1.00	POWER DEPARTMENT BATHROOM REMODEL	148,107.09	148,107.09	53-50-54-000

TOTAL 148,107.09

COMMENTS/NOTES

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. ***

THINK Construction 1032 North 1710 East Lehi, Utah 84043 Craig Dabb 801-618-7600/Spencer Box- 801-360-9208 thinkconstuct.craig@gmail.com thinkconstruct.spencer@gmail.com	Itemized R.O.M.	PREPARED FOR: Lehi Power Department (Bathroom Group Add)

	Scope Of Work	Any applicable tariff adjustments will be added according to rates in effect at the time of purchase.
	Remodel Existing Space into Bathroom Group	

Code	Construction Breakdown of Costs	Cost	SqFt/Per Cost	Quantity	Description
01 00 00	**General Conditions**				
	Supervision	$7,500.00	$22.46	334.00	Think
	Temporary Controls/Trash Removal/Truck	$1,500.00	$4.49	334.00	Think
	Onsite Labor (Dust Protection/Cleanup/Install Accessories)	$1,500.00	$4.49	334.00	Think
	Final Cleaning	$850.00	$2.54	334.00	Think
02 00 00	**Selective Demo**				
	Demo (Cabinets, Strip Drywall off walls for MEP Rough in, Demo T Grid Ceiling)	$2,750.00	$80.88	34.00	
	Sawcutting/Demo Concrete	$3,850.00	$113.24	34.00	
03 00 00	**Building Concrete**				
	Trench Pour Backs	$3,850.00	$11.53	334.00	
04 00 00	**Masonry**				
	N/A	$0.00	$0.00	334.00	
05 00 00	**Structural Steel and Misc Metals**				
	Steel Stud/Drywall	$8,800.00	$26.35	334.00	
	Hollow Metal Door Frames	$2,970.00	$8.89	334.00	
06 00 00	**Wood and Plastic**				
	N/A	$0.00	$0.00	334.00	
07 00 00	**Thermal & Moisture**				
	Roof Patching	$1,650.00	$4.94	334.00	
08 00 00	**Doors & Windows**				
	Wood Doors to Match	$9,240.00	$27.66	334.00	
09 00 00	**Finishes**				
	Drywall Repair at Breakroom Door	$1,650.00	$4.94	334.00	
	T Grid	$1,650.00	$4.94	334.00	
	Wall Tile (560 SQF)	$12,131.90	$36.32	334.00	
	Paint	$6,050.00	$18.11	334.00	
	Countertops	$2,475.00	$7.41	334.00	
	Concrete Floor Sealer	$715.00	$2.14	334.00	
	Rubber Wall Base	$825.00	$2.47	334.00	
10 00 00	**Specialties**				
	Mirrors	$2,750.00	$8.23	334.00	
11 00 00	**Equipment**				
	N/A	$0.00	$0.00	334.00	
12 00 00	**Furnishings**				
	N/A	$0.00	$0.00	334.00	
13 00 00	**Special Construction**				
	N/A	$0.00	$0.00	334.00	
14 00 00	**Conveying Systems**				
	N/A	$0.00	$0.00	334.00	
21 00 00	**Fire Suppression**				
	Add Sprinkler heads to each room as need by code	$2,200.00	$6.59	334.00	
22 00 00	**Plumbing**				
	Subgrade Rough/Wall Rough/Finish ***(Alt option if water lines can be run in Pex Reduce cost by $13,475.00)***	$36,850.00	$110.33	334.00	
23 00 00	**HVAC**				
	Demo & Cap old duct/Install new Duct runs and finish ***(Alt Option if round duct is exceptible Reduce Costs $2,502.00)***	$6,547.92	$19.60	334.00	
26 00 00	**Electrical & Low Voltage**				
	Wall Rough/Finish	$10,450.00	$31.29	334.00	

28 00 00	**Fire Alarm System**				
	Install New Devices & Testing Per City Requirements	$4,675.00	$14.00	334.00	
31 00 00	**Earthwork**				
	N/A	$0.00	$0.00	334.00	
33 00 00	**Utilities**				
	N/A	$0.00	$0.00	334.00	
	Total Budget	$133,429.82	$399.49	334.00	
	Insurance	$1,334.30	$3.99	334.00	
	Permits (State & City) Excluded from bid	$0.00	$0.00	334.00	
	Profit and Overhead	$13,342.98	$54.94	334.00	
	Contractor Contingency (Owner to Carry Contingency)	$0.00	$0.00	334.00	
	Escalation Contingency	$0.00	$0.00	334.00	
	Safety & Warranty Reserve	$0.00	$0.00	334.00	
	Base Price Grand Total	**$148,107.09**	$443.43	334.00	

Lehi City Power Plant Restrooms
Estimate Breakdown
June 16, 2026

Div.		
01.	GENERAL CONDITIONS	$57,745
02.	EXISTING CONDITIONS	$7,500
03.	CONCRETE	$4,055
04.	MASONRY	$0
05.	METALS	$0
06.	WOODS & PLASTICS	$8,982
07.	THERMAL & MOISTURE PROTECTION	$750
08.	DOORS & WINDOWS	$15,769
09.	FINISHES	$23,886
10.	SPECIALTIES	$2,761
11.	EQUIPMENT	$0
12.	FURNISHINGS	$0
13.	SPECIAL CONSTRUCTION	$0
14.	CONVEYING SYSTEMS	$0
21.	FIRE SUPPRESSION	$4,500
22.	PLUMBING	$38,651
23-25.	MECHANICAL	$6,000
26-28.	ELECTRICAL	$19,985
31-33.	SITE WORK	$0
M.	MISCELLANEOUS/FEES/CONTINGENCY	$0

SUB TOTAL	**$190,584**
OVERHEAD & PROFIT	$11,436
GL INSURANCE	$0
BUILDER'S RISK INSURANCE	$0
PERFOMANCE BOND	$4,131
TOTAL COST OF CONSTRUCTION :	**$206,151**

ALTERNATES	
Alternate #1	$0
Alternate #2	$0
Alternate #3	$0
Alternate #4	$0
Alternate #5	$0
TOTAL COST WITH ALTERNATES:	**$206,151**

HUGHES
GENERAL CONTRACTORS

Lehi City Power Generation Plant: Restroom Remodel

July 17, 2026

Total Building Area (SF): 601

DESCRIPTION	TOTAL
01 00 00 GENERAL REQUIREMENTS	$37,996
02 00 00 EXISTING CONDITIONS	$4,770
03 00 00 CONCRETE	$11,907
06 00 00 WOOD, PLASTICS, AND COMPOSITES	$9,478
07 00 00 THERMAL AND MOISTURE PROTECTION	$385
08 00 00 OPENINGS	$10,725
09 00 00 FINISHES	$25,732
10 00 00 SPECIALTIES	$2,725
21 00 00 FIRE SUPPRESSION	$4,500
22 00 00 PLUMBING & HVAC	$82,171
26 00 00 ELECTRICAL	$24,845
BASE ESTIMATE SUBTOTAL	**$215,234**

FEES	QUANTITY	TOTAL
GC Fee	15.00 %	$38,665
Bond & Insurance	1.50 %	$3,866
TOTAL FEES		**$42,531**

BASE ESTIMATE TOTAL COST	$257,766

CLARIFICATIONS AND EXCLUSIONS:

Pricing based on drawings by WPA Architecture dated 06/01/2026.

Includes RFI responses issued on 07/14/2024.

Includes taxes.

Includes removing and replacing entire locker room concrete slab-on-grade.

Excludes Building Permit Fees - By Owner.

Excludes modifying existing door No. W01 and W02.

Excludes duct cleaning

Excludes after-hours work

PURCHASE ORDER

LEHI CITY CORPORATION
153 NORTH 100 EAST
LEHI UT 84043

8496

THS ORDER NUMBER MUST APPEAR ON YOUR INVOICE

46
ISSUED TO: AC EXCAVATION
1584 WEST 900 NORTH
LEHI UT 84043

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

PURCHASE ORDER DATE: 09/02/2026 DEPARTMENT: POWER

QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL	GL ACCOUNT
1.00	900 NORTH UPGRADE	152,354.00	152,354.00	53-50-56-000

TOTAL 152,354.00

COMMENTS/NOTES

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. ***

AC Excavation

1584 W 900 N
Lehi, UT, 84043
ac@acexcavation.com
CON LIC: 4923333-5501 E100
801-420-3081
Tax Reg N°: 87-0670994

Estimate

Estimate No: 162
Date: 08/27/2026

For: Lehi Power

Job 900 North Upgrade

Description	Quantity	Rate	Amount
3” bore	3,120	$43.30	$135,096.00
3” PVC 90	15	$31.00	$465.00
3” PVC 45	3	$31.00	$93.00
Bore pits	10	$350.00	$3,500.00
Small transformer pad	5	$250.00	$1,250.00
Land scape and restoration	1	$4,500.00	$4,500.00
Out house rental	1	$600.00	$600.00
Soft surface pot hole	20	$250.00	$5,000.00
Traffic control	1	$850.00	$850.00
Street light base	2	$500.00	$1,000.00

Subtotal	$152,354.00
Total	$152,354.00
Total	**$152,354.00**

Agenda Item No: 5.1

City Council Agenda Item Report

Meeting Date: September 8, 2026
Submitted By: Jacob Curtis
Submitting Department: Planning Division
Item Type: Ordinance
Agenda Section: Regular Agenda

Subject:
Consideration of Ordinance #37-2026, approval of a Development Code Amendment to Chapter 19, Renewable Energy Systems, updating the maximum allowed kW for residential systems.

Summary:

Attachments:

Ordinance - Ch 19 Development Code Amendment 09.08.26.docx

Ch 19 DCA 1.pdf

ORDINANCE NO: 2026 - __

AN ORDINANCE AMENDING THE LEHI CITY DEVELOPMENT CODE CHAPTER 19

WHEREAS, it has become necessary to amend Chapter 19 of the Lehi City Development Code; and

WHEREAS, this amendment seeks to update the maximum allowed kW for residential renewable energy systems; and

WHEREAS, following a public hearing on August 13, 2026, the Lehi City Planning Commission reviewed the proposed revisions and forwarded a positive recommendation to the City Council; and

WHEREAS, on September 8, 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 August 13, 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 19 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 19 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 8th day of September 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

CHAPTER 19, RENEWABLE ENERGY DEVELOPMENT CODE AMENDMENT

CITY COUNCIL REPORT

Applicant	Lehi City
Meeting Date	September 8, 2026
Requested Action/Purpose	Approval of a proposed amendment to the Lehi City Development Code
Date of DRC Review	July 1, 2026
Date of Planning Commission Review	August 13, 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 19 of the Development Code. The Planning Division is proposing updating the maximum allowed kW for residential renewable energy systems.

While working to achieve Lehi City's goal to increase its use of renewable energy, it was noticed that there are some changes that can be made to Chapter 19 of the Development Code to better reach this goal. The intent of this amendment is to optimize renewable energy systems for those residents of Lehi City who are pursuing the use of these systems in their own residential applications. Additionally, DRC redline comments outline the need for two possible changes to the chapter, as seen below.

The DRC reviewed the proposed amendment and made the following comments:

1. Remove reference to heating and water/fluid heat systems since they are not regulated in the subsequent chapter.
2. Add Section: Electrical Energy Storage Systems; Must comply with section 1207 of the International Fire Code

Please consider all DRC comments in your motion.

POSSIBLE MOTIONS AND FINDINGS

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

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

PLANNING COMMISSION RECOMMENDATION

The Planning Commission reviewed the proposed amendment on August 13, 2026. The minutes and motion from this meeting are as follows:

Chapter 19 Renewable Energy Development Code Amendment
DRC Redline Comments

Lehi City – Requests review of a Development Code Amendment to Chapter 19, Renewable Energy Systems, updating the maximum allowed kW for residential systems.

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: Kim Struthers
Representatives of the Applicant Present: None
Date of Plans Reviewed: 06/23/26
Time Start: 1:54 pm
Time End: 1:55 pm

DRC REDLINE COMMENTS:
Glade – Power:
1. Remove reference to heating and water/fluid heat systems since they are not regulated in the subsequent chapter.

Brad – Fiber: No comments
Garion – Fire:
2. Add Section: Electrical Energy Storage Systems; Must comply with section 1207 of the International Fire Code

Ryan – Water/Sewer: No comments
James – Parks: No comments
Gary S. – Building/Inspections: No comments
Shelbey – Public Works: No comments
Gary E. – Engineering: No comments
Luke – Traffic: No comments
Kim – Planning: No comments

THIS ITEM WILL BE SCHEDULED FOR PLANNING COMMISSION ON AUGUST 13, 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 19

RENEWABLE ENERGY SYSTEM REGULATIONS

(Amended 07/10/12; 09/13/16; 09/11/18; 09/09/25)

Section 19.010. Purpose.
Section 19.020. Findings.
Section 19.030. Definitions.
Section 19.040. Wind Energy Facility
Section 19.050. Small Wind Energy Facility.
Section 19.060. Roof-Mounted Wind Energy System.
Section 19.070. Roof-Mounted Solar Energy System.
Section 19.080. Ground-Mounted Solar Energy System.

Section 19.010. Purpose.
The purpose of this Chapter is to provide regulations for the safe and effective construction and operation of wind and solar energy facilities in Lehi City, subject to reasonable restrictions, which will preserve the public health and safety.

Section 19.020. Findings. *(Amended 07/10/12)*
Lehi City makes the following findings:

A. That wind and solar energy is an abundant, renewable, and nonpolluting energy resource and;

B. That the conversion of wind and solar energy to electricity and building heating will reduce our dependence on nonrenewable energy resources and decrease the air and water pollution that results from the use of conventional energy sources and;

C. That wind and solar energy systems enhance the reliability and power quality of the power grid, reduce peak power demands, and help diversify energy supply.

D. The unnecessary proliferation of wind and solar energy facilities throughout the City can create a negative visual impact (visual pollution) on the community.

E. The visual effects of wind and solar energy facilities can be mitigated by fair standards regulating their sitting, construction, maintenance and use.

Section 19.030. Definitions. *(Amended 07/10/12; 09/13/16)*

As used in this Section, the following terms shall have the meanings indicated:

FAA - The Federal Aviation Administration.

Ground-Mounted Solar Energy System – A freestanding solar energy conversion system. A ground-mounted solar energy system consists of solar panels used for production of electricity or water heating, structural support components, and associated control electronics.

Hub Height - When referring to a wind turbine, the distance measured from ground level to the center of the turbine hub.

IBC - International Building Code.

IFC - International Fire Code.

MET Tower - A meteorological tower used for the measurement of wind speed.

Roof-Mounted Solar Energy System - A solar energy conversion system mounted to the roof of a principal or accessory structure. A roof-mounted solar energy system consists of solar panels used for production of electricity or water heating and associated control electronics.

Roof-Mounted Wind Energy System - A wind energy conversion system mounted to the roof of a principal or accessory structure. A roof-mounted wind energy system consists of a wind turbine and associated control or conversion electronics.

Shadow Flicker - The on-and-off flickering effect of a shadow caused when the sun passes behind the rotor of a wind turbine.

Small Wind Energy Facility - A wind energy conversion system consisting of a wind turbine, a tower, and associated control or conversion electronics, that is intended to primarily reduce on-site consumption of utility power. Small wind energy systems are typically designed for on-site home, farm, and small commercial use.

Total Height - When referring to a wind turbine, the distance measured from ground level to the blade extended at its highest point.

Wind Energy Facility - An electricity generating facility consisting of one or more wind turbines under common ownership or operating control, and

includes substations, MET towers, cables/wires, and other buildings accessory to such facility, whose main purpose is to supply electricity to off-site customer(s).

Wind Turbine - A wind energy conversion system which converts wind energy into electricity through the use of a wind turbine generator, and includes the turbine, blade, tower, base, and pad transformer, if any; provided that such a system shall only be a wind turbine for purposes of this Section if it both has a total height greater than 100 feet and nameplate capacity of greater than 100 kilowatts (Note: wind turbines less than 100 feet in height and less than 100 kilowatts will be regulated pursuant to the small wind energy facility and roof-mounted wind energy system provisions in this Section).

Section 19.040. Wind Energy Facility *(Amended 07/10/12; 09/09/25)*

A. Property Requirements.

1. Minimum parcel size. A wind energy facility must be located on a parcel that is at least 10 acres in size and one additional acre per wind turbine.

B. Application Requirements. As part of the application requirements for a Site Plan, an application for a wind energy facility shall include the following:

1. A written description of the project, including the number and maximum rated capacity of each wind energy facility. For each proposed wind energy facility, include make, model, picture, and manufacturer's specifications, including noise decibels data.

2. A plot plan prepared by a licensed surveyor or engineer drawn at an appropriate scale and in sufficient detail to clearly describe the following:
   (a) Proposed boundaries of the Wind Overlay Zone with an accompanying legal description.
   (b) Location of all proposed wind turbines with circles drawn around each one demonstrating compliance with the setback requirements of this Section.
   (c) The location of the proposed wind energy facility as it relates to the boundaries of the parcel, adjacent ownerships and existing residences, schools, churches, hospitals, libraries, parks and public places to a distance of 2,000 feet.
   (d) All proposed facilities, including access roads, electrical lines, substations, storage or maintenance units.
   (e) Any federal, state, county or local recognized historic or heritage sites, delineated wetlands, and important bird areas as identified in federal, state, county, or local GIS databases or other generally available documentation.
   (f) Proposed landscaping, screening and fencing.

3. A vertical drawing of each wind turbine showing total height, turbine dimensions, tower and turbine colors, ladders, distance between ground and lowest point of any blade, location of climbing pegs, and access doors. One drawing may be submitted for each wind turbine of the same type and total height.

4. A lighting plan showing any FAA-required lighting and other proposed lighting.

5. Information relating to the construction/installation of the wind energy conversion facility including a construction schedule describing commencement and completion dates, and a description of the routes to be used by construction and delivery vehicles with the gross weights and heights of those loaded vehicles.

6. A visual impact study of the proposed wind energy facility as installed, which should include computerized before and after photo simulations, elevation drawings showing the height, design, color, night lighting etc., and the location of the proposed facility as viewed from neighboring areas. The visual analysis shall also indicate any visual screening incorporated into the project that is intended to lessen the system's visual prominence.

7. A wind or feasibility study that recommends a specific location for all wind turbines. The study must also recommend an optimal height for all wind turbines and if the location is feasible for a wind turbine(s).

8. A study on potential shadow flicker that identifies locations where shadow flicker may be caused by the wind energy facility and the expected durations of the flicker at these

locations. The study shall identify areas where shadow flicker may interfere with residences and describe measures that shall be taken to eliminate or mitigate the problems.

9. A noise analysis prepared by a competent acoustical consultant documenting the noise levels associated with the proposed wind energy facility. The study shall document noise levels at property lines and at the nearest residence or public building or use not on the site (if access to the nearest residence is not available, the Planning Commission may modify this requirement).

10. An assessment of potential electromagnetic interference with microwave, radio, television, personal communication systems, and other wireless communication.

11. A fire protection and emergency response plan, created in consultation with the Lehi City Fire Department.

12. A decommissioning plan, which shall include:

(a) the anticipated life of the wind energy facility;
(b) the estimated decommissioning costs in current dollars;
(c) how said estimate was determined;
(d) the method of ensuring that funds will be available for decommissioning and restoration;
(e) the method, such as by annual re-estimate by a licensed engineer, that the decommissioning cost will be kept current; and
(f) the manner in which the wind energy facility will be decommissioned and the site restored, which shall include removal of all structures and debris to a depth of 3 feet, restoration of the soil, and restoration of vegetation (consistent and compatible with surrounding vegetation).

C. Wind Energy Facility Design Standards.



Figure 1. Wind energy facility with multiple wind turbines

1. Visual Appearance, Lighting, Power lines.

(a) The design of wind energy facilities, including any buildings or related structures, shall to the extent reasonably possible, use materials, colors, textures, screening and landscaping that will help reduce the visual impact of the wind energy facility.
(b) Wind energy facilities shall not project above the top of ridgelines. For the purposes of this section, ridgelines shall consist of prominent ridgelines that are highly visible from any major roadway classified as a collector or greater in intensity. A ridgeline shall also include the crest of any ridgeline and the land located within one hundred (100) feet horizontally (map distance) on either side of the crest.
(c) Wind energy facilities shall use tubular towers. The use of guy wires is not allowed.
(d) Individual wind energy facilities within a Wind Overlay Zone shall be constructed using wind turbines whose appearance, with respect to one another, is similar within and throughout the zone, to provide reasonable uniformity in overall size, geometry, and rotational speeds.
(e) All wind turbines and other structures shall be finished in a single, non-reflective matte finished color or a camouflage scheme.
(f) No advertising signs are allowed on any part of the wind energy facility, including fencing, support structures, and wind turbines except for reasonable identification of the manufacturer or operator of the Wind Energy Facility. No lettering, company insignia, advertising, or graphics shall be on any part of the tower, hub, or blades.

(g) Wind Energy Facilities shall not be artificially lighted, except to the extent required by the FAA or other applicable authority.
(h) Electrical controls and control wiring and power-lines shall be wireless or not above ground except where Wind Energy Facility collector wiring is brought together for connection to the transmission or distribution network, adjacent to that network.

2. Setbacks. The following setbacks and separation requirements shall apply to all wind turbines; provided, however, that the Planning Commission may reduce the standard setbacks and separation requirements if an exception is requested and the intent of this Section would be better served thereby.
(a) Residential zone or public use: Each wind turbine shall be set back from the nearest residential zoning district (including any zone that allows for residential uses), school, church, public park or public library, a distance of one thousand (1,000) feet.
(b) Property lines: Each wind turbine shall be set back from the nearest property line a distance no less than 1.1 times its total height, unless appropriate easements are secured from adjacent property owners, or other acceptable mitigation is approved by the Planning Commission.
(c) Public Roads: Each wind turbine shall be set back from the nearest public road a distance no less than 1.1 times its Total Height, determined at the nearest boundary of the underlying right-of-way for such public road.
(d) Communication and electrical lines: Each wind turbine shall be set back from the nearest above-ground public electric power line or telephone line a distance no less than 1.1 times its total height, determined from the existing power line or telephone line.
(e) Wetlands: Each wind turbine shall be set back 500 feet from any wetlands as delineated by the U.S. Army Corps of Engineers. This distance may be adjusted to be greater or lesser at the discretion of the reviewing body, based on topography, land cover, land uses, and other factors that influence the flight patterns of resident birds.

3. Noise. Audible noise due to wind energy facility operations shall not exceed 55 dBA for any period of time measured at the wind energy facility site's property line.

4. Height. The total height for a wind turbine shall not exceed 250 feet.

5. Density. No more than one turbine per acre shall be allowed.

6. Braking Device. All wind turbines shall have braking systems when winds reach speeds in excess of 65 miles per hour or as otherwise required by industry standards.

7. Signal Interference. The applicant shall minimize or mitigate any interference with electromagnetic communications, such as radio, telephone, or television signals caused by any wind energy facility.

8. Safety.
(a) Wind turbine towers shall not be climbable up to 12 feet above ground level.
(b) All access doors to wind turbine towers and electrical equipment shall be lockable.
(c) Appropriate warning signage shall be placed on wind turbine towers, electrical equipment, and wind energy facility entrances. Signage shall include emergency contact information.
(d) Each wind energy facility shall be equipped with both manual and automatic controls to limit the rotational speed of the rotor blade so it does not exceed the design limits of the rotor.
(e) A six-foot-high fence with a locking gate shall be required to enclose each tower or group of towers.
(f) The minimum distance between the ground and any part of the rotor or blade system shall be 20 feet.

9. Compliance with International Building Code (IBC). All wind turbines and associated buildings and facilities shall comply with all applicable IBC requirements. Building permit applications for wind energy facilities shall be accompanied by a standard drawing of the wind turbine structure including the tower, base, and footing. An engineering analysis of the tower showing compliance with the building code and certified by a licensed professional engineer

registered in the state of Utah shall also be submitted. In the case of a conflict between the IBC and this Chapter, the more restrictive shall apply.

10. Compliance with International Fire Code (IFC). All wind turbines and associated buildings and facilities shall comply with all applicable IFC requirements.

11. Compliance with FAA regulations. Wind energy facilities must comply with applicable FAA regulations, including any necessary approvals for installations close to airports.

Section 19.050. Small Wind Energy Facility.
(Amended 07/28/09; 07/10/12; 09/09/25)

A. Applications. In conjunction with the application requirements for a Site Plan, an application for a small wind energy conversion System shall include the following:

1. Evidence that the proposed tower height does not exceed the height recommended by the manufacture or distributor of the system.

2. A line drawing of the electrical components of the system in sufficient detail to allow for a determination that the manner of installation conforms to the National Electric Code.

3. Sufficient information demonstrating that the system will be used primarily to reduce on-site consumption of electricity.

4. Written evidence that the electric utility service provider that serves the proposed site has been informed of the applicant's intent to install an interconnected customer-owned electricity generator, unless the applicant does not plan, and so states in the application, to connect the system to the electricity grid.

5. A visual analysis of the small wind energy facility as installed, which may include a computerized photographic simulation, demonstrating the visual impacts from nearby strategic vantage points. The visual analysis shall also indicate the color treatment of the system's components and any visual screening incorporated into the project that is intended to lessen the system's visual prominence.

6. A decommissioning plan that includes the anticipated life of the small wind energy facility; the estimated decommissioning costs in current dollars; how said estimate was determined; the method of ensuring that funds will be available for decommissioning and restoration; the manner in which the wind energy facility will be decommissioned and the site restored, which shall include removal of all structures and debris to a depth of 3 feet, restoration of the soil, and restoration of vegetation (consistent and compatible with surrounding vegetation).

B. Design Standards. All small wind energy systems shall comply with the following standards.

1. A system shall not be located on any front or side yard. All facilities must be located completely within the rear yard, unless an exception is requested and otherwise approved by the Planning Commission.

2. Only one small wind energy system tower per legal lot shall be allowed, unless there are multiple applicants, in which their joint lots shall be treated as one lot for purposes of this Section.

3. Total maximum tower heights are measured as follows:
   (a) 45 feet or less on parcels less than five acres.
   (b) 65 feet or less on parcels of five or more acres.
   (c) The allowed height shall be reduced if necessary to comply with all applicable Federal Aviation Requirements.

4. A small wind energy facility shall be set back at a distance equal to 110% (one hundred ten percent) of the total height of the facility from all inhabited structures on adjacent lots, overhead utility lines, property lines, public roads, and public rights-of way. A consent agreement with the neighboring property owner(s) is an option to allow a small wind energy facility to be located closer to the property line and the installation poses no interference with any public utility or public right of way. When a small wind energy facility is located near a property line, no part of the apparatus shall extend over the property line. A signed letter shall be required from any consenting property owner when using the consent agreement option.

5. The maximum power output for a small wind energy facility or any other connected renewable energy devices is limited to 15~~10~~ kW. Non-residential systems may exceed 15~~10~~ kW upon negotiation with the Lehi Power Director.

6. The system's tower and blades shall be painted or treated a non-reflective, unobtrusive color that blends the system and its components into the surrounding landscape to the greatest extent possible, and incorporate non-reflective surfaces to minimize any visual disruption.

7. The system shall be designed and located in such a manner to minimize adverse visual impacts from public viewing areas (e.g., public parks, roads, trails). To the greatest extent feasible, a small wind energy system:

(a) Shall not project above the top of ridgelines.

(b) If visible from public viewing areas, shall be screened to the maximum extent feasible by vegetation or other means to minimize potentially significant adverse visual impacts on neighboring residential areas.

8. Exterior lighting on any structure associated with the system shall not be allowed except that which is specifically required by the Federal Aviation Administration.

9. All on-site electrical wires associated with the system shall be installed underground except for "tie-ins" to a public utility company and public utility company transmission poles, towers, and lines. This standard may be modified by the Planning Commission if the project terrain is determined to be unsuitable due to reasons of excessive grading, biological impacts, or similar factors.

10. The system shall be operated such that no disruptive electromagnetic interference is caused. If it has been demonstrated that a system is causing harmful interference, the system operator shall promptly mitigate the harmful interference or cease operation of the system.

11. At least one sign shall be posted on the tower at a height of five feet, warning of electrical shock or high voltage and harm from revolving machinery.

12. No brand names, logo, or advertising shall be placed or painted on the tower, rotor, generator or tail vane where it would be visible from the ground, except that a system or tower's manufacturer's logo may be displayed on a system generator housing in an unobtrusive manner.

13. Towers shall be constructed to provide one of the following means of access control, or other appropriate method of access:

(a) Tower-climbing apparatus located no closer than 12 feet from the ground.

(b) A locked anti-climb device installed on the tower.

(c) A locked, protective fence at least six feet in height that encloses the tower.

14. Anchor points for any guy wires for a system tower shall be located within the property that the system is located on and not on or across any aboveground electric transmission or distribution lines. The point of attachment for the guy wires shall be enclosed by a fence six feet high or sheathed in bright orange or yellow covering from three to eight feet above the ground.

15. The facility shall be designed with an automatic shut-off mechanism, so that in the event of a power outage, the facility will not back-feed into the power grid.

16. All small wind energy system tower structures shall be designed and constructed to be in compliance with pertinent provisions of the International Building Code, National Electric Code, and any other applicable codes.

17. All small wind energy systems shall be equipped with manual and automatic over-speed controls. The conformance of rotor and over-speed control design and fabrication with good engineering practices shall be certified by the manufacture.

18. A small wind energy facility shall be designed, installed, and operated so that noise generated by the system shall not exceed 50 decibels (dBA), except during short-term events including utility outages and severe wind storms, as measured at the closest neighboring dwelling.

C. Hybrid Wind and Solar Energy Facility. Solar panels may be attached to a small wind energy

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facility as a hybrid system with compliance to this section. The wind energy element of a hybrid system shall comply with all requirements of a small wind energy facility. The following standards shall apply to solar collectors on a hybrid system:

1. Solar collector devices shall not reflect light into windows of neighboring buildings.
2. The solar collector area shall not exceed 110 square feet unless an exception is requested and otherwise approved by the Planning Commission.

3. Collector frame and all associated conduit or piping shall be painted non-reflective colors that include browns, greens, tans and other earth tones.



Figure 2. Hybrid wind and solar energy facility

E. Maintenance. All small wind energy facilities shall be maintained in good condition and in accordance with all requirements of this section.

F. Abandonment of Use. A small wind energy facility which is not used for 12 successive months shall be deemed abandoned and shall be dismantled and removed from the property at the expense of the property owner in accordance with a decommissioning plan. Failure to abide by this section shall constitute grounds for the revocation of the permit by the City.

G. No small wind energy system shall be connected to the power grid until Lehi City Power has inspected the system.

H. The owner of the facility shall abide by the Lehi Power Net Metering Policy.

Section 19.060. Roof-Mounted Wind Energy Systems. *(New 07/10/12)*

A. Allowed Areas. Roof-mounted wind energy systems may be allowed as an accessory use upon compliance with this section.

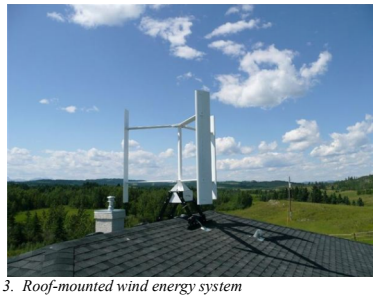


Figure 3. Roof-mounted wind energy system

B. Applications. An application for a roof-mounted wind energy system shall include the following:

1. A line drawing of the electrical components of the system in sufficient detail to allow for a determination that the manner of installation conforms to the National Electric Code.

2. Sufficient information demonstrating that the system will be used primarily to reduce on-site consumption of electricity.

3. Written evidence that the electric utility service provider that serves the proposed site has been informed of the applicant's intent to install an interconnected customer-owned electricity generator, unless the applicant does not plan, and so states in the application, to connect the system to the electricity grid.

C. Standards. All roof-mounted wind energy conversion systems shall meet the following standards:

1. No more than two roof-mounted wind energy turbines may be allowed on any legal residential lot. The allowed number of roof-mounted wind energy turbines for a non-residential lot shall be determined by the Planning Commission.

2. Maximum height restrictions. In commercial applications the peak of the apparatus shall be no more than 15 feet, as measured from the base to the peak of the apparatus, unless an exception is requested and otherwise approved by the Planning Commission. In residential applications, the peak of the apparatus shall be no more than eight feet above the peak of the roof.

3. The system shall be constructed and maintained to ensure that noise levels do not exceed 50 decibels (dBA) when measured from any property line. However, this level may be exceeded during short-term events out of human control, such as utility outages or severe wind storms. (60-70 dBA is the equivalent to a normal conversation at 3-5').

4. The system's support structure and blades shall be painted or treated a non-reflective, unobtrusive black, brown, green, tan, or other earth tone that blends the system and its components into the surrounding landscape.

5. The use of guy wires shall not be permitted for residential applications.

6. The system shall be operated such that no disruptive electromagnetic interference is caused. If it has been demonstrated that a system is causing harmful interference, the system operator shall promptly mitigate the harmful interference or cease operation of the system.

7. The system shall be designed with an automatic shut-off mechanism, so that in the case of a power outage, the system will not back feed into the power grid.

8. The maximum power output for a roof-mounted wind energy system or any other connected renewable energy devices is limited to 15~~10~~ kW for residential applications. Non-residential systems may exceed 15~~10~~ kW upon negotiation with the Lehi Power Director.

D. Maintenance. All roof-mounted wind energy systems shall be maintained in good condition and in accordance with all requirements of this section.

E. Abandonment of Use. A roof-mounted wind energy system which is not used for 12 successive months shall be deemed abandoned and shall be dismantled and removed from the property at the expense of the property owner. Failure to abide by this section shall constitute grounds for the revocation of the permit by the City.

F. Compliance. All roof-mounted wind energy systems shall comply with all applicable IFC and IBC requirements.

G. No roof-mounted wind energy system shall be connected to the power grid until Lehi Power has inspected the system.

H. Customers of Lehi Power shall be responsible for the installation and maintenance of applicable protection equipment or any damage caused by the customer-generating equipment to the City's distribution system.

I. The owner of the system shall abide by the Lehi Power Net Metering Policy.

Section 19.070. Roof-Mounted Solar Energy System. *(New 07/10/12; Amended 9/13/16)*



Figure 4. Roof-mounted solar panels

A. Allowed Areas. Roof-mounted solar energy systems may be allowed on roofs of principal structures and legal accessory structures in any district upon compliance with this section.

1. Permitted Use. Roof-mounted solar energy systems are allowed as a permitted use. Solar roof shingles (figure 5) may be allowed as a permitted use on all sides of a structure and are encouraged by the City as an alternative to traditional roof-mounted panels.

B. Standards. All roof mounted solar energy devices shall meet the following standards:

1. Solar collector devices shall extend no higher than the roof line, or on a flat roof, no higher than the parapet wall.

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2. Collectors shall not reflect light into windows of neighboring buildings.

3. Collector frame and all associated conduit or piping shall blend with the surface to which it is attached. Permitted colors include black, browns, greens, tans, and other earth tones.

4. Panel array ends shall be covered and mounting brackets shall blend in with the roof.

5. The maximum power output for a roof-mounted solar energy system or any other connected renewable energy devices is limited to 15~~10~~ kW for residential applications. Non-residential systems may exceed 15~~10~~ kW upon negotiation with the Lehi Power Director.

6. The system shall be designed with an automatic shut-off mechanism, so that in the case of a power outage, the system will not back feed into the power grid.

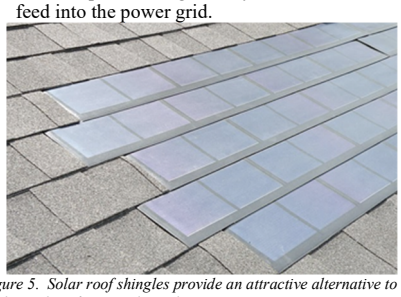


Figure 5. Solar roof shingles provide an attractive alternative to traditional roof-mounted panels

C. All roof-mounted solar energy systems shall be maintained in good condition and in accordance with all requirements of this section.

D. All roof-mounted solar energy systems shall comply with all applicable IBC and IFC requirements.

E. Customers of Lehi Power shall be responsible for the installation and maintenance of applicable protection equipment or any damage caused by the customer-generating equipment to the City's distribution system.

F. No roof-mounted solar energy system shall be connected to the power grid until Lehi Power has inspected the system.

G. The owner of the system shall abide by the Lehi Power Net Metering Policy.

Section 19.080. Ground-Mounted Solar Energy System. *(New 9/13/16; Amended 08/29/17)*

A. Allowed Areas. Ground-mounted solar energy systems installed at the rear or sides of a structure may be allowed as a permitted use upon compliance with this section.

B. Standards. All ground-mounted solar energy devices shall meet the following standards:

1. Solar collector devices shall extend no higher than the fence line.

2. Collectors shall not reflect light into windows of neighboring buildings.

3. Collectors shall not be visible from the front of the structure, as viewed at ground level from the public street.

4. The maximum power output for a ground-mounted solar energy system or any other connected renewable energy devices is limited to 15~~10~~ kW for residential applications. Non-residential systems may exceed 15~~10~~ kW upon approval by Lehi Power Engineering Manager, and the Lehi Power Director.

5. The system shall be designed with an automatic shut-off mechanism, so that in the case of a power outage, the system will not back feed into the power grid.

6. The total area of the ground-mounted solar energy system cannot exceed thirty percent of the lot's net area.

7. The system setbacks are the same as the minimum accessory building setbacks in the underlying zoning district.

8. All power lines from a ground-mounted solar energy system to any building or other structure shall be located underground.

9. A solar energy system shall not be used to display permanent or temporary advertising, including signage, streamers, pennants, spinners, reflectors, banners or similar materials. The manufacturers and equipment information, warning, or indication of ownership shall be allowed on any equipment of the solar energy system provided they comply with the prevailing sign regulations found in Chapter 23 of the Development Code.

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C. All ground-mounted solar energy systems shall be maintained in good condition and in accordance with all requirements of this section.

D. All ground-mounted solar energy systems shall comply with all applicable IBC, NEC, and IFC requirements.

E. Driveways and access aisles shall be designed so that fire equipment and other emergency vehicles can readily access and exit all areas of the site.

F. Customers of Lehi Power shall be responsible for the installation and maintenance of applicable protection equipment and/or any damage caused by the customer-generating equipment to the City's distribution system.

G. No ground-mounted solar energy system shall be connected to the power grid until Lehi Power has inspected and approved the installation of the system.

H. The owner of the system shall abide by the Lehi Power Net Metering Policy, or Feed-in Tariff Policy as applicable.

Agenda Item No: 5.2

City Council Agenda Item Report

Meeting Date: September 8, 2026
Submitted By: Teisha WIlson
Submitting Department:
Item Type: Discussion
Agenda Section: Regular Agenda

Subject:
Consideration of Resolution #2026-51 appointing members to serve on the Lehi Small Business Advisory Council (SBAC).

Summary:

Attachments:

SBAC.docx

LEHI CITY

RESOLUTION NO. 2026- 51

A RESOLUTION OF THE LEHI CITY COUNCIL APPOINTING COMMITTEE MEMBERS TO THE LEHI CITY SMALL BUSINESS ADVISORY COUNCIL

WHEREAS, on April 28, 2026, the Lehi City Council adopted Ordinance No. 21-2026 creating the Lehi City Small Business Advisory Council and adopted an accompanying guiding Principles Policy; and

WHEREAS, the SBAC was established to provide an organized forum for small businesses to advise the Lehi City Council on policies and issues affecting the small business community; and

WHEREAS, the SBAC Guiding Principles Policy provides for the appointment of private-sector members representing a variety of Lehi-based businesses and industries; and

WHEREAS, the Guiding Principles Policy provides that members are appointed by the Mayor with approval of the Lehi City Council and that the initial membership terms be staggered to provide continuity in future appointments;

WHEREAS, the Mayor has presented the individuals identified in Exhibit "A" for appointment to the Small Business Advisory Council, with initial terms of either two (2) or four (4) years as designated therein; and

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

1. The individuals identified in the attached Exhibit "A" are hereby appointed to serve as members of the Lehi City Small Business Advisory Council for the terms designated therein.

2. The provisions of this resolution shall take effect immediately upon passage.

Approved and Adopted by the City Council of Lehi City this 8th day of September, 2026.

LEHI CITY

_____

Paul Binns, Mayor

Attest:

_____

Teisha Wilson, City Recorder

Agenda Item No: 5.3

City Council Agenda Item Report

Meeting Date: September 8, 2026
Submitted By: Teisha WIlson
Submitting Department:
Item Type: Resolution
Agenda Section: Regular Agenda

Subject:
Consideration of Resolution #2026-49, approving a Charitable Grant Agreement between Lehi City and Mill Pond Water LLC for the Mill Pond property, located at approximately 1300 East 700 South.

Summary:

Attachments:

Res_2026-49.docx

2026-08-03 - Charitable Gift Agreement w Lehi City v01-04 (003).pdf

2026-08-04 - LF Peck Family to Lehi City re donation (003).pdf

LEHI CITY

RESOLUTION NO. 2026-49

A RESOLUTION OF THE LEHI CITY COUNCIL APPROVING A CHARITABLE GRANT AGREEMENT BETWEEN LEHI CITY AND MILL POND WATER LLC

WHEREAS, Mill Pond Water LLC ("Company") is the sole owner in fee simple of approximately 20.34 acres of real property located at approximately 1300 East 700 South in Lehi City ("Property");

WHEREAS, the Property is covered by the Mill Pond; and

WHEREAS, the Company desires to grant to Lehi City the Property as described in the Charitable Grant Agreement attached hereto as Exhibit "A"; and

WHEREAS, on September 8, 2026, the City Council held a duly noticed public meeting to ascertain the facts regarding this matter, which facts and comments are found in the meeting record; and,

WHEREAS, after considering the facts and comments presented to the City Council, the Council finds: (i) that it should approve a Charitable Grant Agreement with Mill Pond Water LLC; 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 Charitable Grant Agreement between Lehi City and Mill Pond Water LLC attached hereto as Exhibit "A" is hereby approved and the Mayor is authorized to 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 8th day of September, 2026.

LEHI CITY

_____

Paul Binns, Mayor

ATTEST

_____

Teisha Wilson, City Recorder

EXHIBIT “A”

CHARITABLE GRANT AGREEMENT

THIS AGREEMENT, dated as of _____, 2026, is between Mill Pond Water, LLC, a Utah limited liability company (the "Company"), as Pledgor, and Lehi City, a Utah non-profit corporation having its principal office in Lehi, Utah (the "City"), as Pledgee.

RECITALS

A. The Company is the owner of approximately 20.34 acres of real property located in Lehi, Utah County, Utah, consisting of a portion of Parcel Nos. 13:016:0136 and 13:016:0137 (together, the "Property").

B. The Property is covered by a pond (the "Mill Pond").

C. The City, directly or through Spring Creek Irrigation Company, owns the majority of the water located in the Mill Pond.

D. The City, in furtherance of its purposes, desires to own the Property to protect the Mill Pond and to use the Mill Pond as a water source, water storage facility, a natural pond for fish and birds, as a public aquatic and fitness facility for swimming, canoeing, kayaking, walking, jogging, paddle boarding, and fishing, and as a public gathering place to enrich the community and provide an economic boost to the area, and for any other legal and lawful purpose.

E. The City is a duly established non-profit, tax exempt 501(c)(3) entity.

F. The Company intends by this Agreement to grant to the City the Property, as depicted on Exhibit A as Parcels 1 and 2 more particularly described on Exhibit B attached hereto, in furtherance of the City's purposes.

G. The City is willing to accept the contribution of the Property from the Company in furtherance of the purposes described above.

AGREEMENT

NOW THEREFORE, in consideration of the foregoing recitals, the parties agree as follows:

1. Incorporation of Recitals. The parties acknowledge the truth and accuracy of the above recitals and incorporate the same herein by this reference.

2. Charitable Grant. The Company shall convey the Property to the City within thirty days of the date of this Agreement. The City, at its sole cost and expense, shall pay for any costs of any surveys, deed preparation, and recording fees connected to the donation of the Property by the Company.

3. Purpose of Grant. The Property shall be used by the City as the City deems most appropriate for the City, and may include without limitation using the Mill Pond as a water source, water storage facility, a natural pond for fish and birds, as a public aquatic and fitness facility for swimming, canoeing, kayaking, walking, jogging, paddle boarding, and fishing, and as a public gathering place to enrich the community and provide an economic boost to the area. The City may use the Property for any legal and lawful purpose.

4. Naming Rights. The City agrees to designate the Property as the "Peck Mill Pond Recreation Area" (the "Designated Name"). The City shall adopt any resolutions, ordinances, or administrative actions required under applicable law to effectuate the Designated Name. The City, at its sole cost and expense, agrees to install on the Property a plaque or monument recognizing the donation of the Property by the Anthony T. Peck and Janice A. Peck Family (the "Plaque"). The City shall, at its sole cost and expense, maintain the Plaque in good condition, consistent with the City's general maintenance standards for public parks.

5. Specific Performance. Any party may enforce this Agreement and each of its terms and conditions by specific performance or by any other appropriate action in law or equity.

6. Representations. Each party represents that it is authorized to enter into this Agreement by the documents that govern and regulate its affairs and by any required action of the persons authorized to legally bind such party to its undertaking under this Agreement.

7. General Provisions.

(a) No Third-Party Beneficiaries. This Agreement shall not confer any rights or remedies upon any person other than the parties and their respective successors and permitted assigns.

DRAFT

(b) Entire Agreement. This Agreement constitutes the entire agreement between the parties related to the Grant and supersedes any prior understandings, agreements, or representations by or between the parties, written or oral, to the extent they related in any way to the subject matter of this Agreement.

(c) Additional Instruments. Each party to this Agreement will execute and deliver any document or statement necessary to give effect to the terms of this Agreement or to comply with any law, rule or regulation governing this contribution.

(d) Succession and Assignment. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns. No party may assign either this Agreement or any of its rights, interests, or obligations hereunder without the prior written approval of the other parties.

(e) Amendments and Waivers. No amendment of any provision of this Agreement shall be valid unless it is in writing and signed by each party.

(f) Governing Law. This Agreement shall be governed by and construed in accordance with Utah law.

(g) Headings. The section headings contained in this Agreement are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Agreement.

(h) Construction. The parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

[SIGNATURE PAGE FOLLOWS]

DRAFT

SIGNATURE PAGE TO CHARITABLE GRANT AGREEMENT

IN WITNESS WHEREOF, the parties have signed this Agreement as of the date first above written.

COMPANY:	CITY:
MILL POND WATER, LLC	LEHI CITY
By:_____ Cole T. Peck, Manager	By:_____ Name:_____ Title:_____

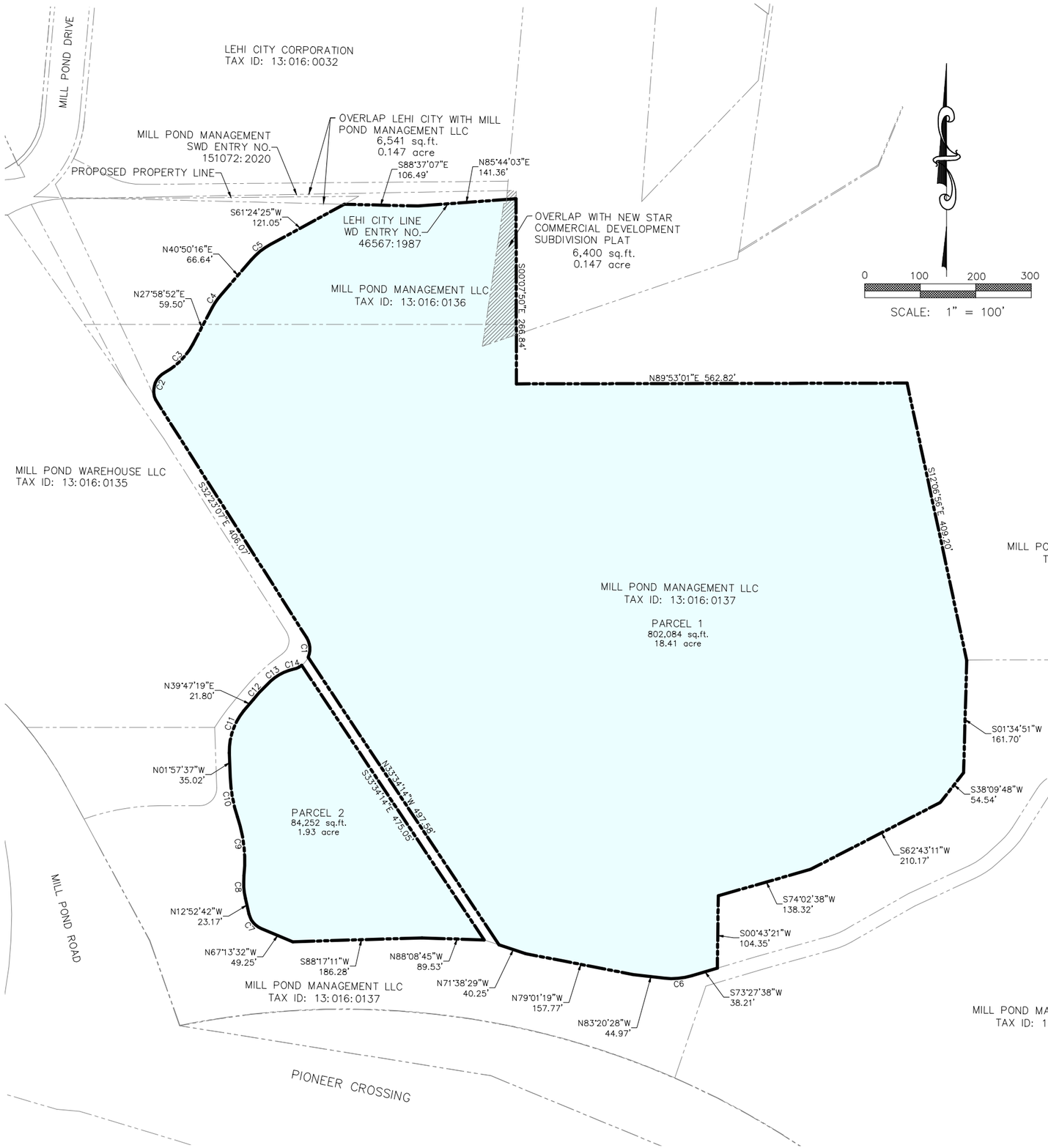
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EXHIBIT A
TO
CHARITABLE GRANT AGREEMENT
DATED _____, 2026

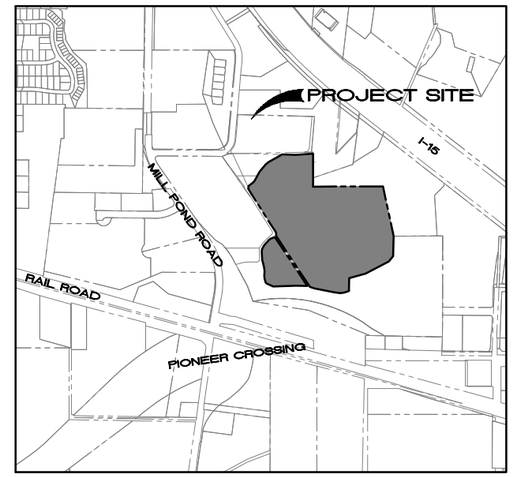
Map of Property

(see attached)

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Curve Table					
Curve #	Length	Radius	Delta	Chord Bearing	Chord
C1	29.42	30.00	56°11'45"	N04°17'15"W	28.26
C2	45.27	30.00	86°28'05"	N18°16'18"E	41.10
C3	58.51	100.00	33°31'28"	N44°44'36"E	57.68
C4	22.44	100.00	12°51'24"	N34°24'34"E	22.39
C5	35.90	100.00	20°34'09"	N51°07'20"E	35.71
C6	40.49	100.00	23°11'54"	S85°03'35"W	40.21
C7	28.46	30.00	54°20'50"	N40°03'07"W	27.40
C8	32.82	100.00	18°48'22"	N03°28'26"W	32.68
C9	85.91	200.00	24°36'39"	N06°22'35"W	85.25
C10	58.37	200.00	16°43'18"	N10°19'15"W	58.16
C11	65.58	90.00	41°44'55"	N18°54'51"E	64.14
C12	36.24	280.00	7°24'56"	N43°29'46"E	36.21
C13	37.26	70.00	30°29'39"	N62°27'04"E	36.82
C14	13.31	30.00	25°25'11"	N64°59'18"E	13.20



VICINITY MAP
NTS

MILL POND MANAGEMENT LLC PARCEL 1

Beginning at point which is North 89°51'11" West 27.98 feet along the section line and North 497.24 feet from the Southeast Corner of Section 16, Township 5 South, Range 1 East, Salt Lake Base and Meridian; thence North 33°34'14" West 497.58 feet; thence Northeasterly 29.42 feet along the arc of a non-tangent 30 foot radius curve to the left, through a central angle 56°11'45", the chord of which bears North 04°17'15" West 28.26 feet; thence North 32°23'07" West 406.07 feet; thence Northeasterly 45.27 feet along the arc of a 30 foot radius curve to the right, through a central angle 86°28'05", the chord of which bears North 18°16'18" East 41.10 feet; thence Northeasterly 58.51 feet along the arc of a 100 foot radius curve to the left, through a central angle 33°31'28", the chord of which bears North 44°44'36" East 57.68 feet; thence North 27°58'52" East 59.50 feet; thence Northeasterly 22.44 feet along the arc of a 100 foot radius curve to the right, through a central angle 12°51'24", the chord of which bears North 34°24'34" East 22.39 feet; thence North 40°50'16" East 66.64 feet; thence Northeasterly 35.90 feet along the arc of a 100 foot radius curve to the right, through a central angle 20°34'09", the chord of which bears North 51°07'20" East 35.71 feet; thence North 61°24'25" East 121.05 feet; thence South 88°37'07" East 106.49 feet; thence North 85°44'03" East 141.36 feet; thence South 00°07'50 East 266.84 feet; thence along MILLPOND APARTMENTS PLAT "A" the following two courses 1) North 89°53'01" East 562.82 feet; 2) South 12°06'56" East 409.20 feet; thence South 01°34'51" West 161.70 feet; thence South 38°09'48" West 54.54 feet; thence South 62°43'11" West 210.17 feet; thence South 74°02'38" West 138.32 feet; thence South 00°43'21" West 104.35 feet; thence South 73°27'38" West 38.21 feet; thence Westerly 40.49 feet along the arc of a 100 foot radius curve to the right, through a central angle 23°11'54", the chord of which bears South 85°03'35" West 40.21 feet; thence North 83°20'28" West 44.97 feet; thence North 79°01'19" West 157.77 feet; thence North 71°38'29" West 40.25 feet to the point of beginning.

Parcel contains: 18.41 acres

MILL POND MANAGEMENT LLC PARCEL 2

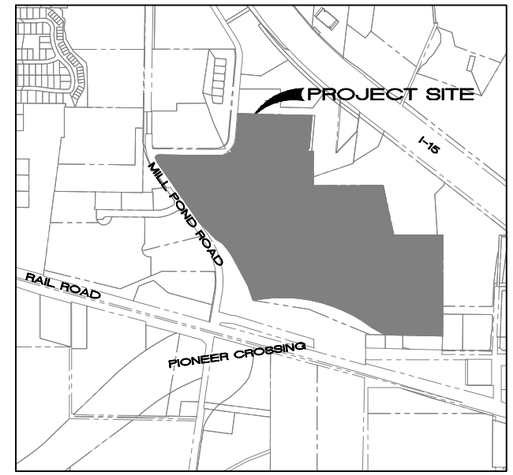
Beginning at point which is North 89°51'11" West 49.53 feet along the section line and North 504.33 feet from the Southeast Corner of Section 16, Township 5 South, Range 1 East, Salt Lake Base and Meridian; thence North 88°08'45" West 89.53 feet; thence South 88°17'11" West 186.28 feet; thence North 67°13'32" West 49.25 feet; thence Northwesterly 28.46 feet along the arc of a 30 foot radius curve to the right, through a central angle 54°20'50", the chord of which bears North 40°03'07" West 27.40 feet; thence North 12°52'42" West 23.17 feet; thence Northerly 32.82 feet along the arc of a 100 foot radius curve to the right, through a central angle 18°48'22", the chord of which bears North 03°28'26" West 32.68 feet; thence Northerly 85.91 feet along the arc of a 200 foot radius curve to the left, through a central angle 24°36'39", the chord of which bears North 06°22'35" West 85.25 feet; thence Northerly 58.37 feet along the arc of a 200 foot radius curve to the right, through a central angle 16°43'18", the chord of which bears North 10°19'15" West 58.16 feet; thence North 01°57'37" West 35.02 feet; thence Northeasterly 65.58 feet along the arc of a 90 foot radius curve to the right, through a central angle 41°44'55", the chord of which bears North 18°54'51" East 64.14 feet; thence North 39°47'19" East 21.80 feet; thence Northeasterly 36.24 feet along the arc of a 280 foot radius curve to the right, through a central angle 07°24'56", the chord of which bears North 43°29'46" East 36.21 feet; thence Northeasterly 37.26 feet along the arc of a 70 foot radius curve to the right, through a central angle 30°29'39", the chord of which bears North 62°27'04" East 36.82 feet; thence Northeasterly 13.31 feet along the arc of a 30 foot radius curve to the left, through a central angle 25°25'11", the chord of which bears North 64°59'18" East 13.20 feet; thence South 33°34'14" East 475.05 feet to the point of beginning.

Parcel contains: 1.93 acres

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

MILL POND MANAGEMENT LLC PROPOSED DESCRIPTION TO LEHI CITY EXHIBIT 'A'

SCALE: 1" = 100'



VICINITY MAP
NTS

MILL POND DRIVE
MILL POND ROAD
P.O.B. PARCEL 6
N24°57'45"W 22.80'
N89°31'09"E 41.65'
S89°34'10"W 375.18'
S88°37'07"E 106.49'
N85°44'03"E 141.36'
OVERLAP WITH NEW STAR COMMERCIAL DEVELOPMENT SUBDIVISION PLAT 273 sq.ft. 0.006 acre
OVERLAP WITH NEW STAR COMMERCIAL DEVELOPMENT SUBDIVISION PLAT 6,400 sq.ft. 0.147 acre
PARCEL 6 51,078 sq.ft. 1.17 acre
S61°24'25"W 121.05'
S40°51'28"W 68.83'
N27°58'52"E 59.50'
N34°55'53"W 93.70'
S27°48'01"E 294.64'
N24°57'45"W 319.57'
S00°07'50"E 258.44'
PARCEL 1
N89°53'01"E 562.82'
MILL POND WAREHOUSE LLC TAX ID: 13:016:0135
MILL POND MANAGEMENT LLC TAX ID: 13:016:0136
S12°06'56"E 409.20'
MILL POND MANAGEMENT LLC TAX ID: 13:016:0137
PARCEL 1 802,084 sq.ft. 18.41 acre
MILL POND APARTMENTS PLAT "A" TAX ID: 67:008:0002
N89°53'01"E 20.03'
N89°53'01"E 45.96'
S03°22'20"E 10.03'
S22°14'58"E 2.60'
N89°53'01"E 396.00'
N89°53'01"E 330.01'
N03°22'20"W 11.17'
PARCEL 7 103,869 sq.ft. 2.38 acre
N22°14'58"W 2.60'
S01°34'51"W 161.70'
S72°44'22"E 86.22'
N27°37'58"E 97.99'
S27°37'58"W 97.99'
S38°09'48"W 54.54'
N32°34'08"E 66.43'
S62°43'11"W 210.17'
N47°31'26"E 26.70'
N72°44'22"W 86.22'
S32°34'08"W 66.43'
S47°31'26"W 26.70'
N60°24'46"E 105.56'
N65°14'16"E 96.37'
S65°14'16"W 95.52'
S60°24'46"W 104.72'
S74°24'03"W 106.27'
S73°27'38"W 84.16'
S74°02'38"W 138.32'
N00°43'21"E 104.35'
61.22'
N74°24'03"E 106.44'
38.21'
S79°01'19"E 157.77'
S83°20'28"E 44.97'
S73°27'38"W 99.43'
S16°42'22"W 139.66'
S00°09'02"W 812.61'
MILL POND APARTMENTS PLAT "A" TAX ID 67:008:0006
MILL POND MANAGEMENT LLC TAX ID: 13:016:0137 PARCEL 8 369,397 sq.ft. 8.48 acre
N89°57'52"W 468.03'
N59°44'28"W 122.50'
P.O.B. PARCEL 8
P.O.B. PARCEL 7
P.O.B. PARCEL 2
P.O.B. PARCEL 4
P.O.B. PARCEL 3
P.O.B. PARCEL 5
WEST 270.91'
PARCEL 5 27,028 sq.ft. 0.62 acre
S01°57'37"E 87.01'
S01°57'37"E 35.02'
N39°47'19"E 18.82'
N39°47'19"E 21.80'
N33°34'14"W 497.58'
N33°34'14"W 475.05'
PARCEL 4 6,799 sq.ft. 0.16 acre
PARCEL 2 84,252 sq.ft. 1.93 acre
N28°27'24"W 47.47'
N28°27'24"W 47.08'
EAST 56.19'
PARCEL 3 167,446 sq.ft. 3.84 acre
N28°31'21"W 151.92'
S12°52'42"E 23.17'
N19°23'41"W 129.68'
N67°13'32"W 49.25'
S88°17'11"W 186.28'
N88°08'45"W 89.53'
S71°38'29"E 22.70'
S71°38'29"E 62.95'
MILL POND MANAGEMENT LLC TAX ID: 13:016:0137
S32°23'07"E 496.07'
S32°23'07"E 329.90'
C50
PIONEER CROSSING
FOUND BRASS CAP 1928 SOUTH QUARTER CORNER SECTION 16, TOWNSHIP 5 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN
FOUND BRASS CAP 2010 SOUTHEAST CORNER SECTION 16, TOWNSHIP 5 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN
FOUND BRASS CAP 2010 SOUTH QUARTER CORNER SECTION 15, TOWNSHIP 5 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN
BASIS OF BEARING SECTION LINE N89°51'11"W MEASURED 2646.24' (NAD 83 BEARING UTAH COUNTY PUBLISHED 2021)
SECTION LINE S89°53'12"W MEASURED 2659.81' (NAD 83 BEARING UTAH COUNTY PUBLISHED 2021)

0 100 200 300
SCALE: 1" = 100'

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

MILLPOND MANAGEMENT LLC PROPOSED DESCRIPTIONS

SCALE: 1" = 100'

MILL POND MANAGEMENT LLC

PARCEL 1

Beginning at point which is North 89°51'11" West 27.98 feet along the section line and North 497.24 feet from the Southeast Corner of Section 16, Township 5 South, Range 1 East, Salt Lake Base and Meridian; thence North 33°34'14" West 497.58 feet; thence Northeasterly 29.42 feet along the arc of a non-tangent 30 foot radius curve to the left, through a central angle 56°11'45", the chord of which bears North 04°17'15" West 28.26 feet; thence North 32°23'07" West 406.07 feet; thence Northeasterly 45.27 feet along the arc of a 30 foot radius curve to the right, through a central angle 86°28'05", the chord of which bears North 18°16'18" East 41.10 feet; thence Northeasterly 58.51 feet along the arc of a 100 foot radius curve to the left, through a central angle 33°31'28", the chord of which bears North 44°44'36" East 57.68 feet; thence North 27°58'52" East 59.50 feet; thence Northeasterly 22.44 feet along the arc of a 100 foot radius curve to the right, through a central angle 12°51'24", the chord of which bears North 34°24'34" East 22.39 feet; thence North 40°50'16" East 66.64 feet; thence Northeasterly 35.90 feet along the arc of a 100 foot radius curve to the right, through a central angle 20°34'09", the chord of which bears North 51°07'20" East 35.71 feet; thence North 61°24'25" East 121.05 feet; thence South 88°37'07" East 106.49 feet; thence North 85°44'03" East 141.36 feet; thence South 00°07'50 East 266.84 feet; thence along MILLPOND APARTMENTS PLAT "A" the following two courses 1) North 89°53'01" East 562.82 feet; 2) South 12°06'56" East 409.20 feet; thence South 01°34'51" West 161.70 feet; thence South 38°09'48" West 54.54 feet; thence South 62°43'11" West 210.17 feet; thence South 74°02'38" West 138.32 feet; thence South 00°43'21" West 104.35 feet; thence South 73°27'38" West 38.21 feet; thence Westerly 40.49 feet along the arc of a 100 foot radius curve to the right, through a central angle 23°11'54", the chord of which bears South 85°03'35" West 40.21 feet; thence North 83°20'28" West 44.97 feet; thence North 79°01'19" West 157.77 feet; thence North 71°38'29" West 40.25 feet to the point of beginning.

Parcel contains: 18.41 acres

MILL POND MANAGEMENT LLC

PARCEL 2

Beginning at point which is North 89°51'11" West 49.53 feet along the section line and North 504.33 feet from the Southeast Corner of Section 16, Township 5 South, Range 1 East, Salt Lake Base and Meridian; thence North 88°08'45" West 89.53 feet; thence South 88°17'11" West 186.28 feet; thence North 67°13'32" West 49.25 feet; thence Northwesterly 28.46 feet along the arc of a 30 foot radius curve to the right, through a central angle 54°20'50", the chord of which bears North 40°03'07" West 27.40 feet; thence North 12°52'42" West 23.17 feet; thence Northerly 32.82 feet along the arc of a 100 foot radius curve to the right, through a central angle 18°48'22", the chord of which bears North 03°28'26" West 32.68 feet; thence Northerly 85.91 feet along the arc of a 200 foot radius curve to the left, through a central angle 24°36'39", the chord of which bears North 06°22'35" West 85.25 feet; thence Northerly 58.37 feet along the arc of a 200 foot radius curve to the right, through a central angle 16°43'18", the chord of which bears North 10°19'15" West 58.16 feet; thence North 01°57'37" West 35.02 feet; thence Northeasterly 65.58 feet along the arc of a 90 foot radius curve to the right, through a central angle 41°44'55", the chord of which bears North 18°54'51" East 64.14 feet; thence North 39°47'19" East 21.80 feet; thence Northeasterly 36.24 feet along the arc of a 280 foot radius curve to the right, through a central angle 07°24'56", the chord of which bears North 43°29'46" East 36.21 feet; thence Northeasterly 37.26 feet along the arc of a 70 foot radius curve to the right, through a central angle 30°29'39", the chord of which bears North 62°27'04" East 36.82 feet; thence Northeasterly 13.31 feet along the arc of a 30 foot radius curve to the left, through a central angle 25°25'11", the chord of which bears North 64°59'18" East 13.20 feet; thence South 33°34'14" East 475.05 feet to the point of beginning.

Parcel contains: 1.93 acres

MILL POND MANAGEMENT LLC

PARCEL 3

Beginning at point# 86 Right-of-Way Monument as per Pioneer Crossing ROW Marker Survey which is North 89°51'11" West 487.90 feet along the section line and North 380.21 feet from the Southeast Corner of Section 16, Township 5 South, Range 1 East, Salt Lake Base and Meridian; thence North 19°23'41" West 129.68 feet to Right-of-Way Monument point# 87; thence North 28°31'21" West 151.92 feet to Right-of-Way Monument point# 88; thence North 28°27'24" West 47.08 feet; thence Northeasterly 112.20 feet along the arc of a non-tangent 325 foot radius curve to the right, through a central angle 19°46'50", the chord of which bears North 80°06'35" East 111.64 feet; thence East 56.19 feet; thence Northeasterly 40.13 feet along the arc of a 25 foot radius curve to the left, through a central angle 91°57'37", the chord of which bears North 44°01'12" East 35.95 feet; thence North 01°57'37" West 87.01 feet; thence Northeasterly 48.46 feet along the arc of a non-tangent 385 foot radius curve to the right, through a central angle 07°12'44", the chord of which bears North 36°10'57" East 48.43 feet; thence North 39°47'19" East 18.82 feet; thence Northeasterly 77.46 feet along the arc of a 300 foot radius curve to the right, through a central angle 14°47'41", the chord of which bears North 47°11'09" East 77.25 feet; thence Northeasterly 35.67 feet along the arc of a 23.5 foot radius curve to the left, through a central angle 86°58'06", the chord of which bears North 11°05'56" East 32.34 feet; thence North 32°23'07" West 329.90 feet; thence North 34°55'53" West 93.70 feet; thence North 27°48'01" West 294.64 feet; thence Northeasterly 45.28 feet along the arc of a non-tangent 175 foot radius curve to the right, through a central angle 14°49'26", the chord of which bears North 79°30'26" East 45.15 feet; thence South 24°57'45" East 319.57 feet; thence South 32°23'07" East 406.07 feet; thence Southwesterly 57.64 feet along the arc of a 30 foot radius curve to the right, through a central angle 110°05'01", the chord of which bears South 22°39'23" West 49.17 feet; thence Southwesterly 37.26 feet along the arc of a 70 foot radius curve to the left, through a central angle 30°29'39", the chord of which bears South 62°27'04" West 36.82 feet; thence Southwesterly 36.24 feet along the arc of a 280 foot radius curve to the left, through a central angle 07°24'56", the chord of which bears South 43°29'46" West 36.21 feet; thence South 39°47'19" West 21.80 feet; thence Southwesterly 65.58 feet along the arc of a 90 foot radius curve to the left, through a central angle 41°44'55", the chord of which bears South 18°54'51" West 64.14 feet; thence South 01°57'37" East 35.02 feet; thence Southerly 58.37 feet along the arc of a 200 foot radius curve to the left, through a central angle 16°43'18", the chord of which bears South 10°19'15" East 58.16 feet; thence Southerly 85.91 feet along the arc of a 200 foot radius curve to the right, through a central angle 24°36'39", the chord of which bears South 06°22'35" East 85.25 feet; thence Southerly 32.82 feet along the arc of a 100 foot radius curve to the left, through a central angle 18°48'22", the chord of which bears South 03°28'26" East 32.68 feet; thence South 12°52'42" East 23.17 feet; thence Southeasterly 28.46 feet along the arc of a 30 foot radius curve to the left, through a central angle 54°20'50", the chord of which bears South 40°30'07" East 27.40 feet; thence South 67°13'32" East 49.25 feet; thence North 88°17'11" East 186.28 feet; thence South 88°08'45" East 89.53 feet; thence South 71°38'29" East 62.95 feet; thence South 79°01'19" East 157.77 feet; thence South 83°20'28" East 44.97 feet; thence Easterly 40.49 feet along the arc of a 100 foot radius curve to the left, through a central angle 23°11'54", the chord of which bears North 85°03'35" East 40.21 feet; thence North 73°27'38" East 99.43 feet; thence North 74°24'03" East 106.44 feet; thence Northeasterly 24.41 feet along the arc of a 100 foot radius curve to the left, through a central angle 13°59'17", the chord of which bears North 67°24'25" East 24.35 feet; thence North 60°24'46" East 105.56 feet; thence North 65°14'16" East 96.37 feet; thence Northeasterly 30.92 feet along the arc of a 100 foot radius curve to the left, through a central angle 17°42'51", the chord of which bears North 56°22'51" East 30.79 feet; thence North 47°31'26" East 26.70 feet; thence Northeasterly 26.10 feet along the arc of a 100 foot radius curve to the left, through a central angle 14°57'18", the chord of which bears North 40°02'47" East 26.03 feet; thence North 32°34'08" East 66.43 feet; thence Northeasterly 65.18 feet along the arc of a 50 foot radius curve to the right, through a central angle 74°41'29", the chord of which bears North 69°54'53" East 60.66 feet; thence South 72°44'22" East 86.22 feet; thence Northeasterly 55.59 feet along the arc of a 40 foot radius curve to the left, through a central angle 79°37'39", the chord of which bears North 67°26'48" East 51.22 feet; thence North 27°37'58" East 97.99 feet; thence Northerly 52.24 feet along the arc of a 60 foot radius curve to the left, through a central angle 49°52'57", the chord of which bears North 02°41'30" East 50.60 feet; thence North 22°14'58" West 2.60 feet; thence Northwesterly 19.77 feet along the arc of a 60 foot radius curve to the right, through a central angle 18°52'38", the chord of which bears North 12°48'39" West 19.68 feet; thence North 03°22'20" West 11.17 feet; thence North 89°53'01" East 20.03 feet; thence South 03°22'20" East 10.03 feet; thence Southeasterly 13.18 feet along the arc of a 40 foot radius curve to the left, through a central angle 18°52'38", the chord of which bears South 12°48'39" East 13.12 feet; thence South 22°14'58" East 2.60 feet; thence Southwesterly 69.65 feet along the arc of a 80 foot radius curve to the right, through a central angle 49°52'57", the chord of which bears South 02°41'30" West 67.47 feet; thence South 27°37'58" West 97.99 feet; thence Southwesterly 83.39 feet along the arc of a 60 foot radius curve to the right, through a central angle 79°37'39", the chord of which bears South 67°26'48" West 76.84 feet; thence North 72°44'22" West 86.22 feet; thence Southwesterly 39.11 feet along the arc of a 30 foot radius curve to the left, through a central angle 74°41'29", the chord of which bears South 69°54'53" West 36.40 feet; thence South 32°34'08" West 66.43 feet; thence Southwesterly 31.32 feet along the arc of a 120 foot radius curve to the right, through a central angle 14°57'18", the chord of which bears South 40°02'47" West 31.23 feet; thence South 47°31'26" West 26.70 feet; thence Southwesterly 37.10 feet along the arc of a 120 foot radius curve to the right, through a central angle 17°42'51", the chord of which bears South 56°22'51" West 36.95 feet; thence South 65°14'16 West 95.52 feet; thence South 60°24'46" West 104.72 feet; thence Southwesterly 29.30 feet along the arc of a 120 foot radius curve to the right, through a central angle 13°59'17", the chord of which bears South 67°24'25" West 29.22 feet; thence South 73°27'38" West 84.16 feet; thence Northwesterly 728.38 feet along the arc of a non-tangent 1193.16 foot radius curve to the left, through a central angle 34°58'37", the chord of which bears North 83°56'02" West 717.12 feet to the point of beginning.

Parcel contains: 3.84 acres

MILL POND MANAGEMENT LLC

PARCEL 4

Beginning at point which is North 89°51'11" West 49.53 feet along the section line and North 504.33 feet from the Southeast Corner of Section 16, Township 5 South, Range 1 East, Salt Lake Base and Meridian; thence North 33°34'14" West 475.05 feet; thence Northeasterly 14.91 feet along the arc of a 30 foot radius curve to the left, through a central angle 28°28'05", the chord of which bears North 38°02'40" East 14.75 feet; thence South 33°34'14" East 497.58 feet; thence North 71°38'29" West 22.70 feet to the point of beginning.

Parcel contains: 0.16 acres

MILL POND MANAGEMENT LLC

PARCEL 5

Beginning at a point on the Easterly Right of Way line of Mill Pond Road which is North 89°51'11" West 708.66 feet along the section line and North 808.82 feet from the Southeast Corner of Section 16, Township 5 South, Range 1 East, Salt Lake Base and Meridian; thence East 270.91 feet; thence South 01°57'37" East 87.01 feet; thence Southwesterly 40.13 feet along the arc of a 25 foot radius curve to the right, through a central angle 91°57'37", the chord of which bears South 44°01'12" West 35.95 feet; thence West 56.19 feet; thence Southwesterly 112.20 feet along the arc of a 325 foot radius curve to the left, through a central angle 19°46'50", the chord of which bears South 80°06'35" West 111.64 feet; thence North 28°27'24" West 47.47 feet; thence Northwesterly 108.62 feet along the arc of a non-tangent 544 foot radius curve to the left, through a central angle 11°26'24", the chord of which bears North 33°39'43" West 108.44 feet to the point of beginning.

Parcel contains: 0.62 acres

MILL POND MANAGEMENT LLC

PARCEL 6

Beginning at a point which is North 89°51'11" West 657.60 feet along the section line and North 1571.02 feet from the Southeast Corner of Section 16, Township 5 South, Range 1 East, Salt Lake Base and Meridian; thence Easterly 10.62 feet along the arc of a non-tangent 175 foot radius curve to the right, through a central angle 03°28'36", the chord of which bears North 88°39'27" East 10.62 feet; thence North 89°31'09" East 41.65 feet; thence North 89°34'10" East 375.18 feet; thence South 61°24'25" West 144.79 feet; thence Southwesterly 33.71 feet along the arc of a 100 foot radius curve to the left, through a central angle 19°18'49", the chord of which bears South 51°45'00" West 33.55 feet; thence South 40°51'28" West 68.83 feet; thence Southwesterly 22.44 feet along the arc of a 100 foot radius curve to the left, through a central angle 12°51'24", the chord of which bears South 34°24'34" West 22.39 feet; thence South 27°58'52" West 59.50 feet; thence Southwesterly 58.51 feet along the arc of a 100 foot radius curve to the right, through a central angle 33°31'28", the chord of which bears South 44°44'36" West 57.68 feet; thence Southwesterly 45.28 feet along the arc of a 30 foot radius curve to the left, through a central angle 86°28'05", the chord of which bears South 18°16'18" West 41.10 feet; thence North 24°57'45" West 319.57 feet to the point of beginning.

Parcel contains: 1.17 acres

MILL POND MANAGEMENT LLC

PARCEL 7

Beginning at a point which is South 89°53'12" East 286.46 feet along the section line and North 464.28 feet from the Southwest Corner of Section 15, Township 5 South, Range 1 East, Salt Lake Base and Meridian; thence North 00°43'21" East 104.35 feet; thence North 74°02'38" East 138.32 feet; thence North 62°43'11" East 210.17 feet; thence North 38°09'48" East 54.54 feet; thence North 01°34'51" East 161.70 feet; thence North 89°53'01" East 330.01 feet along MILLPOND APARTMENTS PLAT "A"; thence South 03°22'20" East 11.17 feet; thence Southwesterly 19.77 feet along the arc of a 60 foot radius curve to the left, through a central angle 18°52'38", the chord of which bears South 12°48'39" East 19.68 feet; thence South 22°14'58" East 2.60 feet; thence Southerly 52.24 feet along the arc of a 60 foot radius curve to the right, through a central angle 49°52'57", the chord of which bears South 02°41'30" West 50.60 feet; thence South 27°37'58" West 97.99 feet; thence Southwesterly 55.59 feet along the arc of a 40 foot radius curve to the right, through a central angle 79°37'39", the chord of which bears South 67°26'48" West 51.22 feet; thence North 72°44'22" West 86.22 feet; thence Southwesterly 65.18 feet along the arc of a 50 foot radius curve to the left, through a central angle 74°41'29", the chord of which bears South 69°54'53" West 60.66 feet; thence South 32°34'08" West 66.43 feet; thence Southwesterly 26.10 feet along the arc of a 100 foot radius curve to the right, through a central angle 14°57'18", the chord of which bears South 40°02'47" West 26.03 feet; thence South 47°31'26" West 26.70 feet; thence Southwesterly 30.92 feet along the arc of a 100 foot radius curve to the right, through a central angle 17°42'51", the chord of which bears South 56°22'51" West 30.79 feet; thence South 65°14'16" West 96.37 feet; thence South 60°24'46" West 105.56 feet; thence Southwesterly 24.41 feet along the arc of a 100 foot radius curve to the right, through a central angle 13°59'17", the chord of which bears South 67°24'25" West 24.35 feet; thence South 74°24'03" West 106.44 feet; thence South 73°27'38" West 61.22 feet to the point of beginning.

Parcel contains: 2.38 acres

MILL POND MANAGEMENT LLC

PARCEL 8

Beginning at a point which is South 89°53'12" East 225.21 feet along the section line and North 306.12 feet from the Southwest Corner of Section 15, Township 5 South, Range 1 East, Salt Lake Base and Meridian; thence North 18°42'22" East 139.66 feet; thence North 73°27'38" East 84.16 feet; thence North 74°24'03" East 106.27 feet; thence Northeasterly 29.30 feet along the arc of a 120 foot radius curve to the left, through a central angle 13°59'17", the chord of which bears North 67°24'25" East 29.22 feet; thence North 60°24'46" East 104.72 feet; thence North 65°14'16 East 95.52 feet; thence Northeasterly 37.10 feet along the arc of a 120 foot radius curve to the left, through a central angle 17°42'51", the chord of which bears North 56°22'51" East 36.95 feet; thence North 47°31'26" East 26.70 feet; thence Northeasterly 31.32 feet along the arc of a 120 foot radius curve to the left, through a central angle 14°57'18", the chord of which bears North 40°02'47" East 31.23 feet; thence North 32°34'08" East 66.43 feet; thence Northeasterly 39.11 feet along the arc of a 30 foot radius curve to the right, through a central angle 74°41'29", the chord of which bears North 69°54'53" East 36.40 feet; thence South 72°44'22" East 86.22 feet; thence Northeasterly 83.39 feet along the arc of a 60 foot radius curve to the left, through a central angle 79°37'39", the chord of which bears North 67°26'48" East 76.84 feet; thence North 27°37'58" East 97.99 feet; thence Northeasterly 69.65 feet along the arc of a 80 foot radius curve to the left, through a central angle 49°52'57", the chord of which bears North 02°41'30" East 67.47 feet; thence North 22°14'58" West 2.60 feet; thence Northwesterly 13.18 feet along the arc of a 40 foot radius curve to the right, through a central angle 18°52'38", the chord of which bears North 12°48'39" West 13.12 feet; thence North 03°22'20" West 10.03 feet; thence North 89°53'01" East 45.96 feet along MILLPOND APARTMENTS PLAT "A"; thence South 00°09'02" West 812.61 feet along MILLPOND APARTMENTS PLAT "A" and HARTS COMMERCIAL SUBDIVISION to a rebar and cap (Wilding Eng); thence North 88°57'52" West 468.03 feet; thence along a Final Judgement of Condemnation Entry No. 40543:2013 the following two courses 1) North 59°44'28" West 122.50 feet; 2) Northwesterly 279.20 feet along the arc of a non-tangent 1193.16 foot radius curve to the left, through a central angle 13°24'26", the chord of which bears North 59°44'30" West 278.57 feet to the point of beginning.

Parcel contains: 8.48 acres

Curve Table					
Curve #	Length	Radius	Delta	Chord Bearing	Chord
C5	35.67	23.50	86°58'06"	N11°05'56"E	32.34
C6	77.46	300.00	14°47'41"	S47°11'09"W	77.25
C7	48.46	385.00	7°12'44"	S36°10'57"W	48.43
C9	10.62	175.00	3°28'36"	S88°39'27"W	10.62
C16	40.13	25.00	91°57'37"	N44°01'12"E	35.95
C17	112.20	325.00	19°46'50"	S80°06'35"W	111.64
C18	108.62	544.00	11°26'24"	N33°39'43"W	108.44
C19	28.46	30.00	54°20'50"	S40°03'07"E	27.40
C20	32.82	100.00	18°48'22"	S03°28'26"E	32.68
C21	85.91	200.00	24°36'39"	N06°22'35"W	85.25
C22	58.37	200.00	16°43'18"	S10°19'15"E	58.16
C23	65.58	90.00	41°44'55"	S18°54'51"W	64.14
C24	36.24	280.00	7°24'56"	S43°29'46"W	36.21
C25	37.26	70.00	30°29'39"	S62°27'04"W	36.82
C26	57.64	30.00	110°05'01"	N22°39'23"E	49.17
C27	14.91	30.00	28°28'05"	N38°02'40"E	14.75
C28	45.27	30.00	86°28'05"	S18°16'18"W	41.10
C29	58.51	100.00	33°31'28"	N44°44'36"E	57.68
C30	22.44	100.00	12°51'24"	S34°24'34"W	22.39
C31	33.71	100.00	19°18'49"	S51°45'00"W	33.55
C33	45.28	175.00	14°49'26"	S79°30'26"W	45.15
C34	279.20	1,193.16	13°24'26"	N59°44'30"W	278.57
C35	40.49	100.00	23°11'54"	N85°03'35"E	40.21
C36	24.41	100.00	13°59'17"	N67°24'25"E	24.35
C37	30.92	100.00	17°42'51"	N56°22'51"E	30.79
C38	26.10	100.00	14°57'18"	N40°02'47"E	26.03
C39	65.18	50.00	74°41'29"	S69°54'53"W	60.66
C40	55.59	40.00	79°37'39"	N67°26'48"E	51.22
C41	52.24	60.00	49°52'57"	N02°41'30"E	50.60
C42	19.77	60.00	18°52'38"	S12°48'39"E	19.68
C43	13.18	40.00	18°52'38"	S12°48'39"E	13.12
C44	69.65	80.00	49°52'57"	N02°41'30"E	67.47
C45	83.39	60.00	79°37'39"	N67°26'48"E	76.84
C46	39.11	30.00	74°41'29"	S69°54'53"W	36.40
C47	31.32	120.00	14°57'18"	N40°02'47"E	31.23
C48	37.10	120.00	17°42'51"	N56°22'51"E	36.95
C49	29.30	120.00	13°59'17"	N67°24'25"E	29.22
C50	728.38	1,193.16	34°58'37"	N83°56'02"W	717.12

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

MILLPOND MANAGEMENT LLC PROPOSED DESCRIPTION TO LEHI CITY EXHIBIT

EXHIBIT B
TO
CHARITABLE GRANT AGREEMENT
DATED _____, 2026

Legal Description

Real property located in Lehi, Utah County, Utah and more particularly described as follows:

Parcel 1:

Beginning at point which is North 89°51'11" West 27.98 feet along the section line and North 497.24 feet from the Southeast Corner of Section 16, Township 5 South, Range 1 East, Salt Lake Base and Meridian; thence North 33°34'14"West 497.58 feet; thence Northeasterly 29.42 feet along the arc of a non-tangent 30 foot radius curve to the left, thence Northeasterly 29.42 feet along the arc of a non-tangent 30 foot radius curve to the left, thence Northeasterly 29.42 feet along the arc of a non-tangent 30 foot radius curve to the left, through a central angle 56°11'45", the chord of which bears North 04°17'15" West 28.26 feet; thence North 32°23'07"West 406.07 feet; thence Northeasterly 45.27 feet along the arc of a 30 foot radius curve to the right, through a central angle 86°28'05", the chord of which bears North 18°16'18" East 41.10 feet; thence Northeasterly 58.51 feet along the arc of a 100 foot radius curve to the left, through a central angle 33°31'28", the chord of which bears North 44°44'36" East 57.68 feet; thence North 27°58'52" East 59.50 feet; thence Northeasterly 22.44 feet along the arc of a 100 foot radius curve to the right, through a central angle 12°51'24", the chord of which bears North34°24'34" East 22.39 feet; thence North 40°50'16" East 66.64 feet; thence Northeasterly 35.90 feet along the arc of a 100 foot radius curve to the right, through a central angle 20°34'09", the chord of which bears North 51°07'20"East 35.71 feet; thence North 61°24'25" East 121.05 feet; thence South 88°37'07" East 106.49 feet; thence North85°44'03" East 141.36 feet; thence South 00°07'50 East 266.84 feet; thence along MILLPOND APARTMENTS PLAT "A" the following two courses 1) North 89°53'01" East 562.82 feet; 2) South 12°06'56" East 409.20 feet; thence South01°34'51" West 161.70 feet; thence South 38°09'48" West 54.54 feet; thence South 62°43'11" West 210.17 feet; thence South 74°02'38" West 138.32 feet; thence South 00°43'21" West 104.35 feet; thence South 73°27'38" West 38.21 feet; thence Westerly 40.49 feet along the arc of a 100 foot radius curve to the right, through a central angle 23°11'54",the chord of which bears South 85°03'35" West 40.21 feet; thence North 83°20'28" West 44.97 feet; thence North79°01'19" West 157.77 feet; thence North 71°38'29" West 40.25 feet to the point of beginning. Parcel contains: 18.41 acres

Parcel 2:

Beginning at point which is North 89°51'11" West 49.53 feet along the section line and North 504.33 feet from the Southeast Corner of Section 16, Township 5 South, Range 1 East, Salt Lake Base and Meridian; thence North 88°08'45"West 89.53 feet; thence South 88°17'11" West 186.28 feet; thence North 67°13'32" West 49.25 feet; thence Northwesterly 28.46 feet along the arc of a 30 foot radius curve to the right, through a central angle 54°20'50", the chord of which bears North 40°03'07" West 27.40 feet; thence North 12°52'42" West 23.17 feet; thence Northerly32.82 feet along the arc of a 100 foot radius curve to the right, through a central angle 18°48'22", the chord of which bears North 03°28'26" West 32.68 feet; thence Northerly 85.91 feet along the arc of a 200 foot radius curve to the left, through a central angle 24°36'39", the chord of which bears North 06°22'35" West 85.25 feet; thence Northerly 58.37 feet along the arc of a 200 foot radius curve to the right, through a central angle 16°43'18", the chord of which bears North 10°19'15" West 58.16 feet; thence North 01°57'37" West 35.02 feet; thence Northeasterly65.58 feet along the arc of a 90 foot radius curve to the right, through a central angle 41°44'55", the chord of which bears North 18°54'51" East 64.14 feet; thence North 39°47'19" East 21.80 feet; thence Northeasterly 36.24 feet along the arc of a 280 foot radius curve to the right, through a central angle 07°24'56", the chord of which bears North43°29'46" East 36.21 feet; thence Northeasterly 37.26 feet along the arc of a 70 foot radius curve to the right, Northeasterly 37.26 feet along the arc of a 70 foot radius curve to the right, through a central angle 30°29'39", the chord of which bears North 62°27'04" East 36.82 feet; thence Northeasterly thence Northeasterly 13.31 feet along the arc of a 30 foot radius curve to the left, through a central angle 25°25'11", the chord of which bears North 64°59'18" East 13.20 feet; thence South 33°34'14" East 475.05 feet to the point of beginning.

Parcel contains 1.93 acres

Tax Serial Nos. 13:016:0138 and 13:016:0139

TOGETHER with all improvements and appurtenances thereunto belonging.

SUBJECT TO liens, easements, rights of way, restrictions and reservations appearing of record.

DRAFT

From: Janice Peck Family
PO Box #500
Lehi, Utah 84043
August 4, 2026

Mayor Paul Binns
Lehi City
153 North 100 East
Lehi, Utah 84043

Dear Mayor Paul Binns,

On behalf of the Janice Peck Family, we would first like to express our sincere gratitude for your service, leadership and dedication to Lehi City. As the new mayor of Lehi, we appreciate the time and commitment you have already shown to the community.

Our mother, Janice Peck, just turned 90 the end of June. This past year she has experienced some health challenges, she has wanted to ensure that both her wishes and those of our late father, Anthony T. Peck, are fulfilled. The Peck family has deeply loved living in Lehi and being part of the Lehi community for many years. As longtime residents and owners of the property surrounding and underlying portions of the Millpond, we would like to formally offer a proposed donation of approximately 20.34 acres of real property covered by a pond (the "Mill Pond").

Through Millpond Water, LLC, we are proposing this donation as outlined in the attached Charitable Gift Agreement. Please review the document for specifics regarding this donation. We believe this contribution would greatly benefit the community, especially during periods of drought by providing an additional source of water storage and helping local farmers meet irrigation needs through the Millpond water system.

Janice's trust attorney, Marc Austin, and his team assisted in preparing the attached Charitable Grant Agreement. In honor of our parents and grandparents, it was also suggested that the property include a small plaque recognizing the Peck family's donation and longstanding connection to the community.

It is our hope that Lehi City will consider accepting this donation as a meaningful contribution to the community and its future needs. We would greatly appreciate the opportunity to meet with you and discuss any questions, considerations, or next steps regarding the proposed gift.

If you would like additional information about this gift, please feel free to contact Cole Peck at 801-367-3939

Sincerely,

Liz Anderson 801-669-0404

Agenda Item No: 5.4

City Council Agenda Item Report

Meeting Date: September 8, 2026
Submitted By: Jacob Curtis
Submitting Department: Planning Division
Item Type: Resolution
Agenda Section: Regular Agenda

Subject:
Consideration of Resolution #2026-52, approval of the Nancy Walker Development Agreement on 2.581 acres of property located at 915 W State Street, allowing certain restricted Heavy Commercial uses on the property and other site restrictions for commercial development.

Summary:

Attachments:

Resolution-Approval of Walker DA.docx

Walker DA 1.pdf

LEHI CITY

RESOLUTION NO. 2026-__

A RESOLUTION OF THE LEHI CITY COUNCIL APPROVING A DEVELOPMENT AGREEMENT BETWEEN THE ESTATE OF NANCY ANN WALKER AND LEHI CITY

WHEREAS, The Estate of Nancy Ann Walker ("Developer") has a legal interest in certain real property and desires to use the property to develop a heavy commercial project;

WHEREAS, On July 14, 2026, the City Council discussed the Developer's proposal to amend the zoning to be heavy commercial and tabled the item and directed City staff to prepare a development agreement that would allow for certain specific heavy commercial uses with appropriate buffering and other design considerations;

WHEREAS, after considering the facts and comments presented to the Planning Commission, the Council finds: (i) that it should approve the Development Agreement with The Estate of Nancy Ann Walker; 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 8th day of September, 2026.

LEHI CITY

_____

Paul Binns, Mayor

ATTEST

_____

Teisha Wilson, City Recorder

WALKER DEVELOPMENT AGREEMENT

CITY COUNCIL REPORT

Applicant	Lehi City & Estate of Nancy Walker
Meeting Date	September 8, 2026
Requested Action/Purpose	Review of a proposed Development Agreement amendment
Date of DRC Review	July 29, 2026
Date of Planning Commission Review	August 13, 2026
Assigned Planner	Jacob Curtis
REQUIRED ACTION	
Planning Commission	Review and recommendation
City Council	Final approval

APPLICABLE DEVELOPMENT CODE REGULATIONS

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.

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.

PROPERTY HISTORY

July 14, 2026 The Walker Zone Change request was tabled, and direction was given to the applicant to work with City Staff on a Development Agreement.

REPORT ANALYSIS

The applicant requests approval of a development agreement for the property located at 915 W State Street. This is to allow certain uses while limiting others on the property for future heavy commercial development.

The proposed development agreement would allow the property owner to move forward with the zone change to Heavy Commercial while placing limitations on the allowed uses and development of the property. Additionally, vehicular access will be limited to only State Street. The agreement includes details on the landscape buffering that matches Chapter 12 of the Development Code and provides an allowance for a landscape berm if agreed upon by the adjacent owners on Trinnaman Lane. Finally, the agreement stipulates that a final site plan must be received and approved within two years of the effective date of the development agreement.

The DRC had two redline comments, including:
1. Written approval must be submitted and verified prior to approval. (for landscape berm in 1.4)
2. Is this referring to all neighbors or just the ones the share a property line? (for landscape berm in 1.4)

Please consider all DRC comments in your motion.

POSSIBLE MOTIONS AND FINDINGS

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

1. The proposed Development Agreement aligns/does not align 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 concept plan on August 13, 2026. The minutes and motion from this meeting are as follows:

Walker Development Agreement
DRC Redline Comments

Lehi City – Requests review of the **Nancy Walker Development Agreement** on 2.581 acres of property located at 915 W State Street, allowing certain restricted Heavy Commercial uses on the property and other site restrictions for commercial development.

DRC Members Present: Glade Kirkham, Garion Rowett, Ryan Allred, Shelbey Brewer, Kim Struthers, Gary Smith, Gary Ellis, James Farnsworth, Matt Seal, Brad Wilbur
Assigned Planner: Jacob Curtis
Representatives of the Applicant Present: Lawrence Snow, Debbie Walker
Date of Plans Reviewed: 7/29/26
Time Start: 3:06 pm
Time End: 3:08 pm

DRC REDLINE COMMENTS:
Glade – Power: No comments
Brad – Fiber: No comments
Garion – Fire: No comments
Ryan – Water/Sewer: No comments
James – Parks:
1. Written approval must be submitted and verified prior to approval.

Gary S. – Building/Inspections: No comments
Shelbey – Public Works: No comments
Gary E. – Engineering:
2. Is this referring to all neighbors or just the ones the share a property line?

Matt – Traffic: No comments
Kim – Planning: No comments

THIS ITEM WILL BE SCHEDULED FOR PLANNING COMMISSION ON AUGUST 13, 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.

ESTATE OF NANCY ANN WALKER
DEVELOPMENT AGREEMENT

This DEVELOPMENT AGREEMENT (the "***Agreement***") effective as of the date the last Party signs below ("***Effective Date***") by and among Lehi City, a political subdivision of the State of Utah ("***City***") and Deborah J. Walker as personal representative of the Estate of Nancy Ann Walker (the "***Owner***"). The City and the Owner are hereinafter referred to individually as a "***Party***" and collectively as the "***Parties***" as the context permits or requires.

RECITALS

A. City, acting pursuant to its authority under Municipal Land Use, Development, and Management Act, Utah Code Ann. §§ 10-9a-101, -803, as amended, and in furtherance of its land use policies, goals, objectives, ordinances, and regulations of Lehi City, in the exercise of its legislative discretion, has elected to approve and enter into this Agreement.

B. Owner has a legal interest in certain real property, as described in ***Exhibit "A"*** attached hereto (the "***Property***").

C. On July 14, 2026 the City Council held a discussion regarding uses of the Property and their willingness to pursue a development agreement that would allow uses other than those currently allowed in the R-1-8 Zoning of the property.

D. Owner acknowledges that the Heavy Commercial ("***C-H***") zoning designation is being modified through this Agreement and that the limitations contained herein are material conditions of the zoning amendment.

E. City and the Owner acknowledge that the terms of this Agreement shall be enforceable and the rights of the Owner relative to the Property shall vest only if the City Council, in its sole legislative discretion, approves this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises, covenants, and provisions set forth herein, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

ARTICLE 1

1.1 As a condition of this Agreement, the City agrees to process a zoning amendment for the Property from the current R-1-8 Residential Zone to the C-H Zone. The Parties acknowledge and agree that, notwithstanding the C-H zoning designation applied to the Property, the Owner's development rights under this Agreement shall be limited to only those uses specifically identified on ***Exhibit "B"*** attached hereto (the "***Approved Uses***"). No other uses otherwise permitted or conditionally permitted within the C-H Zone shall be allowed on the Property unless this Agreement is amended in writing and approved by the City in accordance with applicable law. The limitation of uses contained herein is intended to mitigate potential impacts

associated with the C-H zoning designation and shall be a condition of the zoning amendment and shall run with the land.

1.2 The City agrees, and this Agreement confirms, that the Approved Uses as shown highlighted on ***Exhibit "B"*** shall be allowed on the Property, subject to the terms and conditions of this Agreement. The Approved Uses do not include any outside storage of materials or goods.

1.3 Vehicular access to Trinnaman Lane or 1850 North shall not be permitted except as may be required by applicable fire code. This limitation is intended to reduce potential impacts to the surrounding residential area.

1.4 Owner shall obtain site plan approval through the City's development process for the Approved Uses and meet all other applicable requirements of the Development Code and Design Standards and Public Improvements Specifications Manual including the buffering and screening requirements found in Chapter 12 of the Lehi City Development Code. Those requirements include, but are not limited to, installation of an 8-foot-tall masonry or concrete wall where the Property is adjacent to an existing residential use, as well as all required landscaping. In lieu of the eight foot wall, a landscape berm may be installed with the approval of the adjacent neighbors on Trinnaman Lane.

1.5 This Agreement and Owner's right to use the Property for the Approved Uses shall begin on the Effective Date and expire only upon termination of this Agreement.

1.6 This Agreement will terminate without further action by either party if Owner has not received site plan approval for the Approved Uses within two years of the Effective Date of this Agreement (the "***Termination Date***").

ARTICLE 2

3.1 Breach and Cure. Any material failure by any Party to perform any term or provision of this Agreement, which breach continues uncured for a period of ten (10) days following written notice of such failure from the non-defaulting Party, unless such period is extended by written mutual consent, shall constitute a default under this Agreement. Any notice given pursuant to the preceding sentence shall specify the nature of the alleged breach and, where appropriate, the manner in which said breach satisfactorily may be cured. If the nature of the alleged breach is such that it cannot reasonably be cured within such 10-day period, then the commencement of the cure within such time period, and the diligent prosecution to completion of the cure thereafter, shall be deemed to be a cure within such 10-day period. Upon the occurrence of an uncured breach or default under this Agreement as described above, the non-defaulting party may terminate this Agreement by written notice to the breaching party, and the non-defaulting Party may pursue any and all available legal or equitable remedies.

ARTICLE 3

4.1 Indemnification. Owner agrees to indemnify, hold harmless and defend the City from and against any and all loss, damage, or expense which the City may suffer or for which the City may be held liable by reason of any injury (including death) or damage to any property to the

extent arising out of the Owner's breach of this Agreement. This indemnity provision shall not apply to claims arising from or attributable to the negligence or intentional conduct of the City.

4.2 No Agency, Joint Venture or Partnership. It is specifically understood and agreed to by and between the Parties that this Agreement does not create any form of agency relationship, joint venture, or partnership expressed or implied between them.

4.3 Severability. If any term or provision of this Agreement, or the application of any term or provision of this Agreement to a particular situation, is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining terms and provisions of this Agreement, or the application of this Agreement to other situations, shall continue in full force and effect unless amended or modified by mutual consent of the Parties.

4.4 Other Necessary Acts. Each Party shall execute and deliver to the other any further instruments and documents as may be reasonably necessary to carry out the objectives and intent of this Agreement.

4.5 Construction/Interpretation. The Parties acknowledge that each has had the opportunity to have this Agreement reviewed and revised by legal counsel and no presumption or rule that ambiguities shall be construed against the drafting Party shall apply to the interpretation or enforcement of this Agreement.

4.6 Other Miscellaneous Terms. The singular shall include the plural; the masculine gender shall include the feminine; "shall" is mandatory; "may" is permissive.

4.7 Waiver. No action taken by any Party shall be deemed to constitute a waiver of compliance by such Party with respect to any representation, warranty, or condition contained in this Agreement. Any waiver by any Party of a breach of any provision of this Agreement shall not operate or be construed as a waiver by such Party of any subsequent breach, except as outlined in Article 4.1 above.

4.8 Utah Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Utah.

4.9 Covenant of Good Faith and Fair Dealing. Each Party shall use its best efforts and take and employ all necessary actions in good faith consistent with this Agreement to ensure that the rights secured by the other Parties through this Agreement can be enjoyed.

4.10 Representations. Each Party hereby represents and warrants to each other Party that the following statements are true, complete and not misleading as regards the representing warranting Party;

(a) Such Party is duly organized, validly existing and in good standing under the laws of the state of its organization.

(b) Such Party has full authority to enter into this Agreement and to perform all of its obligations hereunder. The individual(s) executing this Agreement on behalf of such Party do so with the full authority of the Party that those individual(s) represent.

(c) This Agreement constitutes the legal, valid and binding obligation of such Party enforceable in accordance with its terms, subject to the rules of bankruptcy, moratorium and equitable principles.

4.11 No Third-Party Beneficiaries. This Agreement is between the City and the Owner. No other party shall be deemed a third-party beneficiary or have any rights under this Agreement.

4.12 Force Majeure. No liability or breach of this Agreement shall result from delay in performance or nonperformance caused, directly or indirectly, by circumstances beyond the reasonable control of the Party affected ("***Force Majeure***"), including, but not limited to, fire, extreme weather, terrorism, explosion, flood, war, power interruptions, pandemics and related governmental restrictions or actions, the act of other governmental bodies, accident, labor trouble or the shortage or inability to obtain material, service, personnel, equipment or transportation, failure of performance by a common carrier, failure of performance by a public utility, or vandalism.

4.13 Notices.

Any notice or communication required hereunder between the parties must be in writing, and may be given either personally or by registered or certified mail, return receipt requested. If given by registered or certified mail, such notice or communication shall be deemed to have been given and received on the first to occur of (i) actual receipt by any of the addressees designated below as the Party to whom notices are to be sent, or (ii) five (5) days after a registered or certified letter containing such notice, properly addressed, with postage prepaid, is deposited in the United States mail. If personally delivered, a notice shall be deemed to have been given when delivered to the Party to whom it is addressed. Any Party may at any time, by giving ten (10) days written notice to the other Party, designate any other address to which notices or communications shall be given. Such notices or communications shall be given to the Parties at their addresses set forth below:

If to the City:
The Honorable Mayor Paul Binns
Lehi City
131 North 100 East
Lehi, UT 84043

With Copies to:
Teisha Wilson
Lehi City Recorder
131 North 100 East
Lehi, UT 84043

If to Owner:
Estate of Nancy Walker – Deborah J/ Walker (Personal Representative)
Address?

4.14 Entire Agreement, Counterparts and Exhibits. Unless otherwise noted herein, this Agreement is the final and exclusive understanding and agreement of the Parties and supersedes all negotiations or previous agreements between the Parties with respect to all or any part of the subject matter hereof. All waivers of the provisions of this Agreement shall be in writing and signed by the appropriate authorities of City and Owner. This Agreement may only be modified as mutually agreed by both Parties in a writing signed by appropriate authorities of City and Owner.

4.15 Non-Assignability; Agreement to Run with the Land. This Agreement shall not be assignable by Owner except upon the express written consent of the City in its reasonable discretion; provided however, that Owner may fully assign this Agreement to its corporate parent, a corporate affiliate or a subsidiary. Notwithstanding the foregoing, once executed, this Agreement will be a covenant that runs with the land and will be recorded against the Property.

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

IN WITNESS WHEREOF, this Agreement has been entered into by and between City, and Owner as of the Effective Date.

LEHI CITY CORPORATION

_____
By: Paul Binns
Its: Mayor

Date:

ATTEST:

_____
Teisha Wilson
City Recorder

The Estate of Nancy Ann Walker

_____
By: Deborah J. Walker
Its: Personal Representative

Date:__

STATE OF UTAH)
ss:
COUNTY OF _____)

On this_____ day of _____, 2026 before me, _____ a notary public, 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 is the _____ of ??? and that said document was signed by him in behalf of said Company by Authority of its operating agreement, or member or manager consent, and said _____ acknowledged to me that said Company executed the same.

Witness my hand and official seal.

_____
Notary Public

(notary seal)

Exhibit "A"

Property Legal Description

COM N 1068.445 FT & W 1451.202 FT FROM THE S 1/4 COR SEC 5, T5S, R1E, SLB&M; S 67 DEG 15' 0" W 363.33 FT; N 23 DEG 0' 0" W 447.966 FT; N 67 DEG 29' 0" E 69.323 FT; S 71 DEG 9' 0" E 49.3 FT; ALONG A TANGENT CURVE TO THE RIGHT (RADIUS = 897.366, ARC = 415.8 FT); S 38 DEG 58' 57" E 80.718 FT TO THE POB. AREA 2.581 AC.
Tax ID #: 12:017:0010

Exhibit "B"

Allowed Uses

USE	C-H
RESIDENTIAL USES	
Dwelling Unit for caretaker/security guard (For caretaker and immediate family only)	P
PUBLIC/CIVIC USES	
Churches (places of worship)	P
Golf Courses, Country Clubs, Driving Ranges, and Putting Greens	P
Parks, Playgrounds, Sports Fields and Courts, Open Space, Trails and Greenways	P
Public/Civic Buildings or Structures	P
Schools	P
Transit Station	P
COMMUNICATION & UTILITIES	
Communication Facilities and Towers [See Sec.12.140]	C
Renewable Energy System (Solar and Small Wind Energy Systems – see Chapter 19)	P
COMMERCIAL/NONRESIDENTIAL USES	
Accessory uses incidental to an authorized use	P
Adult Daycare	P
Artisan Shop	P
Athletic Instruction	P
Automobile Accessories Installation and Service	P
Automobile Service and Repair	P
Bakery, Retail	P
Building and Property Maintenance Services	P
Building Materials Supply Store	P
Check Cashing, Title Loans & other Credit Services [See Section 12.130-F]	C
Commercial Entertainment Facility	C

Commercial Recreational Facility	P
Construction Service	P
Crematory	P
Dog Care Facility	C
Drive through facilities incidental to an allowed use	P
Equipment Sales and Rental	C
Hardware Store	P
Health Care Facility	P
Health/Fitness Club	P
Hobby Garages [See Sec. 12.130-L]	P
Indoor Shooting Range	P
Laboratory - Medical, Dental, Optical	P
Light Office/Warehouse Combination	P
Moving and Storage Facilities	C
Neighborhood Exchange Structures (see Section 12.250)	P
Office/Warehouse with no outside storage	P
Outdoor Sales and Display	P
Outdoor Storage of Materials, Products and Equipment incidental to an allowed use (excluding junk yards and salvage yards)	C
Personal Services	P
Pet Grooming Facility	P
Research and Development Facilities	P
Restaurant	P
Retail Sales, General	P
Schools - Vocational and Technical	P
Veterinary Office	P
MANUFACTURING	
Cabinet and Woodworking Shop	C

Light Manufacturing, Processing, and Assembly	C
Manufacturing, Processing, and Assembly	C
Printing and Publishing Facilities	P
Warehousing and Wholesale Distribution	C
Welding Shop	C
RESOURCE PRODUCTION	
Agriculture (Horticulture)	P

Notes:
P = Uses allowed as a Permitted Use.
C = Uses allowed as a Conditional Use. Uses not identified as either a Permitted or Conditional Use are deemed to be prohibited.

Walker Development Agreement

Aerial

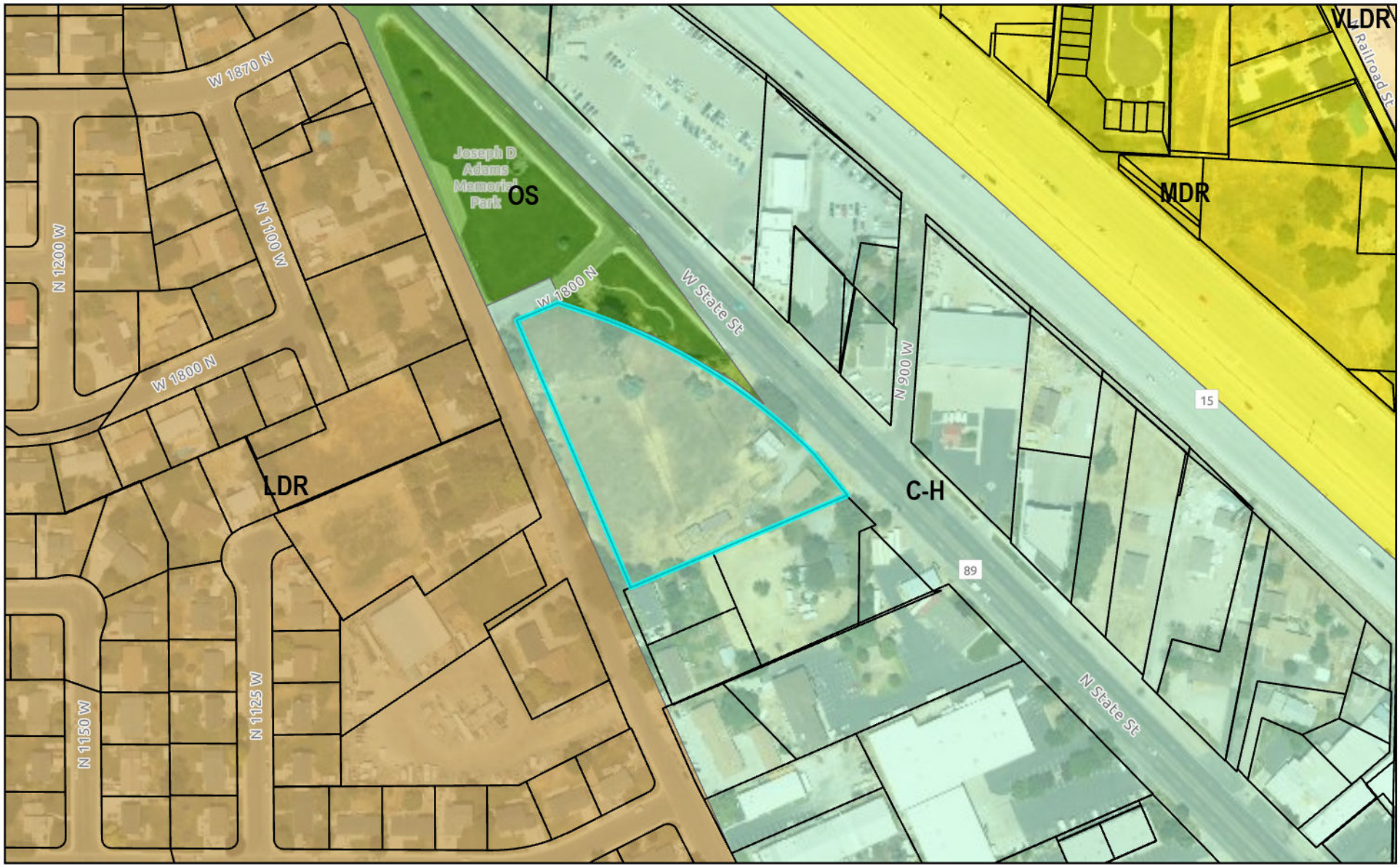


0 275 550 1,100 Feet

LEHI CITY

Walker Development Agreement

General Plan

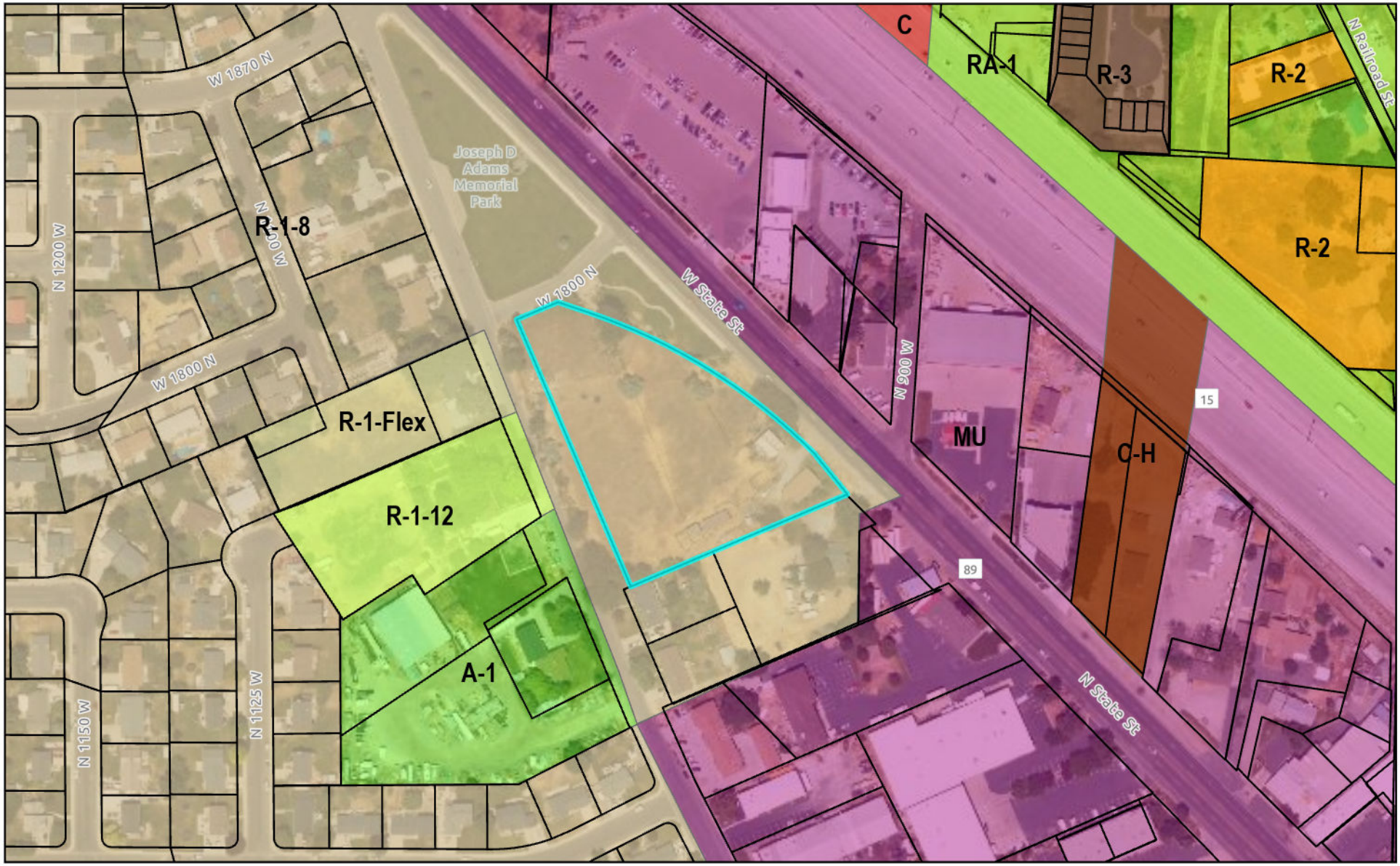


0 275 550 1,100 Feet

LEHI CITY

Walker Development Agreement

Zoning



LEHI CITY

Agenda Item No: 5.5

City Council Agenda Item Report

Meeting Date: September 8, 2026
Submitted By: Teisha WIlson
Submitting Department: Planning Division
Item Type: Ordinance
Agenda Section: Regular Agenda

Subject:
Consideration of Ordinance #27-2026, approving the Walker Zone Change on 2.58-acres located at 915 West State Street, changing the zoning from R-1-8 to C-H Heavy Commercial. (Tabled from the July 14, 2026 City Council Meeting)

Summary:

Attachments:

Ordinance - Walker Zone Change 07.14.26.docx

Walker Zone Change 1.pdf

ORDINANCE NO: 2026-__

AN ORDINANCE APPROVING A ZONE DISTRICT DESIGNATION AMENDMENT AND ZONING DISTRICT MAP AMENDMENT LOCATED AT 915 WEST STATE STREET

WHEREAS, Deborah Walker, authorized agent for owner of property located at 915 West State Street and further described by the legal description attached as Exhibit "A", has applied for an amendment to the Zone District and Zoning District Map; and

WHEREAS, the applicant seeks to have said parcel designated as C-H (Heavy Commercial); and

WHEREAS, following a public hearing on June 11, 2026, the Lehi City Planning Commission reviewed the proposed Zoning District Designation and Zoning District Map amendment and forwarded it to the City Council to decide on the proposed amendment; and

WHEREAS, on July 14, 2026, the Lehi City Council held a duly noticed meeting to receive public comment and ascertain the facts regarding this matter, which facts and comments are found in the hearing record and which include the staff report, minutes from the Planning Commission meeting of June 11, 2026; and

WHEREAS, after considering the facts and comments presented to the Municipal Council, the Council finds: (i) the request for a Zone District Designation amendment and Zoning District amendment is consistent with the Lehi City General Plan Land Use Map adopted by the Lehi City Council on January 25, 2022 (and as subsequently amended); and (ii) such action furthers the health, safety and welfare of the citizens of Lehi.

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

PART I:

The Zone District Designation and the Zoning District Map of the property described on Exhibit "A" are hereby amended to C-H (Heavy Commercial).

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

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

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

Approved and Adopted by the City Council of Lehi City this 14th day of July 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”

WALKER ZONE CHANGE

Taxing Description: COM N 1068.445 FT & W 1451.202 FT FROM THE S 1/4 COR SEC 5, T5S, R1E, SLB&M; S 67 DEG 15' 0" W 363.33 FT; N 23 DEG 0' 0" W 447.966 FT; N 67 DEG 29' 0" E 69.323 FT; S 71 DEG 9' 0" E 49.3 FT; ALONG A TANGENT CURVE TO THE RIGHT (RADIUS = 897.366, ARC = 415.8 FT); S 38 DEG 58' 57" E 80.718 FT TO THE POB. AREA 2.581 AC.

WALKER ZONE CHANGE

CITY COUNCIL REPORT

Applicant	Deborah Walker		
Meeting Date	July 14, 2026		
Requested Action/Purpose	Approval of a proposed zone change		
Decision Type	Legislative		
Location	915 W State Street		
Acreage	2.58 acres		
Existing Zoning	R-1-8		
Existing General Plan Land Use Designation	C-H (Heavy Commercial)		
Proposed Zoning Designation	C-H (Heavy Commercial)		
Existing Land Use	Single family residential		
Adjacent Zoning and Land Use	*North*	R-1-8	Park Open Space
	South	R-1-8	Single family residential
	East	MU	State Street & Various Businesses
	West	R-1-Flex & R-1-12	Single family residential
Date of DRC Review	May 27, 2026		
Date of Planning Commission Review	June 11, 2026		
Assigned Planner	Jacob Curtis		

REQUIRED ACTION

Planning Commission	Public hearing, review, and recommendation
City Council	Final approval

APPLICABLE DEVELOPMENT CODE REGULATIONS

From Section 04.060 Criteria for Approval, of the Lehi City Development Code, the Planning Commission should consider the following factors, among others, when reviewing a zone amendment:

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

Section 05.020 Zoning Districts Purpose

K. The Heavy Commercial (C-H) District supports opportunities for a variety of commercial uses that are more impactful to surrounding areas than those allowed in the Commercial and Regional Commercial zones.

APPLICABLE GENERAL PLAN GOALS AND POLICIES

HEAVY COMMERCIAL (C-H)

The Heavy Commercial (C-H) classification is intended to provide appropriate locations for warehousing, auto and truck services, and light manufacturing that do not impact existing and planned residential areas. Typical uses include office/warehouse, light manufacturing, auto and truck service and repair, distribution centers, and some retail/ office.

PROPERTY HISTORY

June 15, 1872 Property was part of the original incorporation of Lehi City

REPORT ANALYSIS

The applicant requests approval for a zone change from R-1-8 to C-H (Heavy Commercial) for property located at 915 W State Street. This zone change is on 2.58 acres of property and if approved would eventually develop with a non-residential use. The applicant has not provided a proposed layout for the property and is only seeking approval of the zone change to Heavy Commercial. The proposed C-H zoning aligns with the Heavy Commercial designation shown on the General Plan.

The Development Review Committee (DRC) reviewed the proposed zone change and had one informational comment regarding landscape buffering from existing residential that will be required at the time of site plan.

POSSIBLE MOTIONS AND FINDINGS

The Planning Commission may move to recommend approval or denial of the proposed zone change. Any motion should include findings. Possible findings include:

1. The proposed zone change is consistent with the General Plan Designation of Heavy Commercial.
2. Other reasons that came up during the public hearing process.

PLANNING COMMISSION RECOMMENDATION

The Planning Commission reviewed the Walker Zone Change on June 11, 2026. The minutes and motion from that meeting follow.

3.4) Public hearing and recommendation of Deborah Walker's request for review of the Walker Zone Change on 2.58-acres located at 915 West State Street, changing the zoning from R-1-8 to C-H (Heavy Commercial).

The Commission discussed connectivity.

Deborah Walker, the applicant, was present.

Commissioner Eyre opened public comment.

Sheena Welch, Cathy Sunderland, Kyle Welch, Andrea Hansen, and several online comments were against the item.

Commissioner Eyre closed public comment.

The Commission discussed vested rights and the General Plan. They discussed how zoning changes operate and how property rights function in shifting zones.

> **Motion:** Commissioner Jackson moved to recommend denial to the Lehi City Council with the findings that there are no invested rights to the zone change at this moment, that this zone change may make sense down the road, as it is called for on the General Plan, but in weighing concerns of adjoining properties and residents, it is not currently in the general welfare of Lehi City to make the zone change. He included all DRC comments. Commissioner Jones seconded.
>
> **Vote:** Commissioner Jones, yes. Commissioner Jackson, yes. Commissioner Eyre, no. Commissioner Kunze, no. Commissioner Roberts, yes.
>
> Motion passed with three in favor, two against.

Walker Commercial Zone Change
DRC Redline Comments

Deborah Walker- requests review of the Walker Zone Change, changing the zoning from R-1-8 to C-H (Heavy Commercial) on 2.58 acres located at 915 W State Street.

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: Mitchell Manley, Deborah Walker
Date of Plans Reviewed: 5/18/26
Time Start: 1:35 pm
Time End: 1:39 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:
1. Informational Only: A landscape buffer will be required with any commercial development which will help buffer the existing residential from Commercial uses.

THIS ITEM IS SCHEDULED FOR PLANNING COMMISSION ON JUNE 11, 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.

Walker Zone Change

Aerial

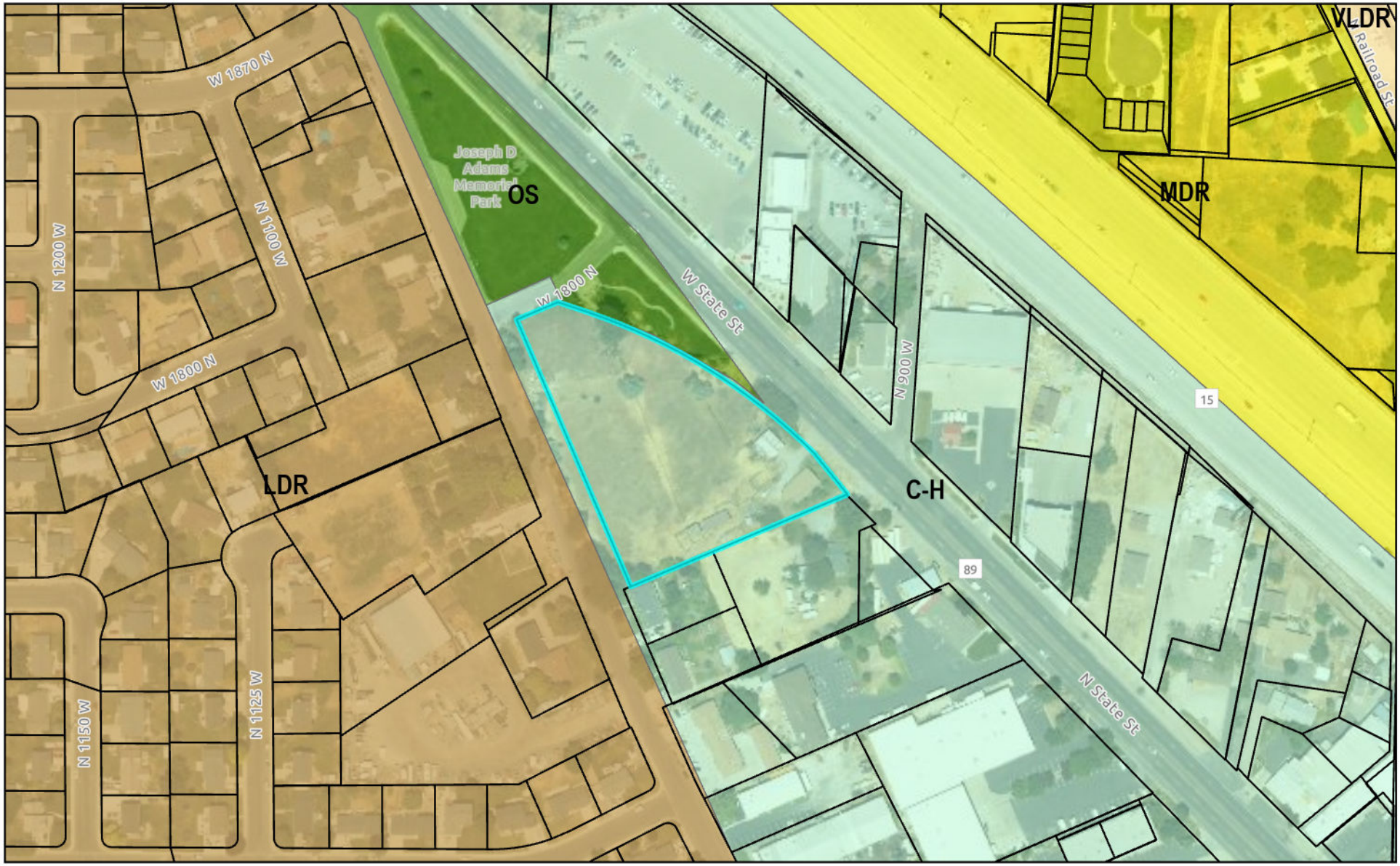


0 275 550 1,100 Feet

LEHI CITY

Walker Zone Change

General Plan

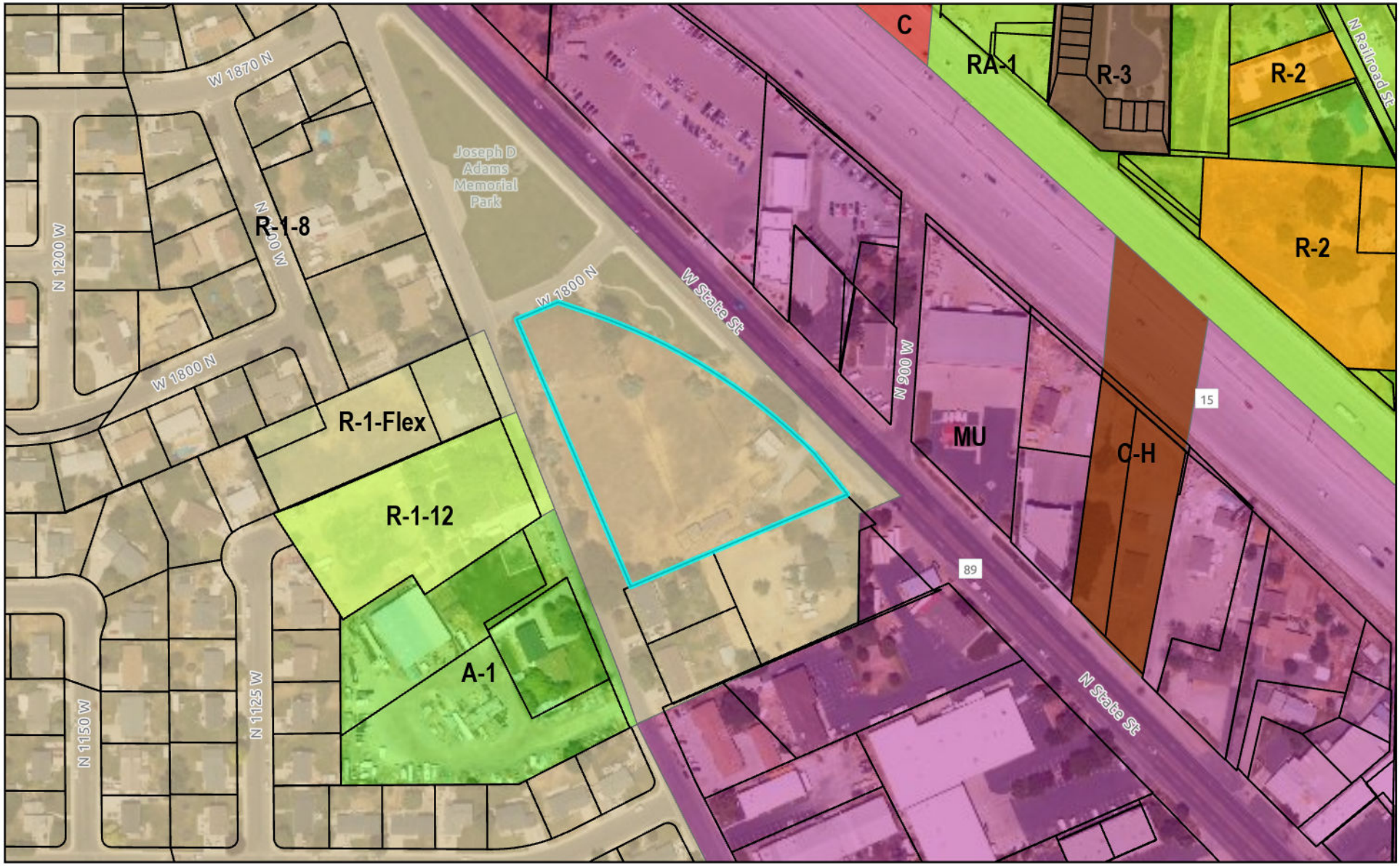


0 275 550 1,100 Feet

LEHI CITY

Walker Zone Change

Zoning



0 275 550 1,100 Feet

LEHI CITY

May 12, 2026

RE: 915 W. State Street, Lehi, UT 84043
Reason: Zoning Change

Hello Jacob and the Lehi Planning and Zoning team,

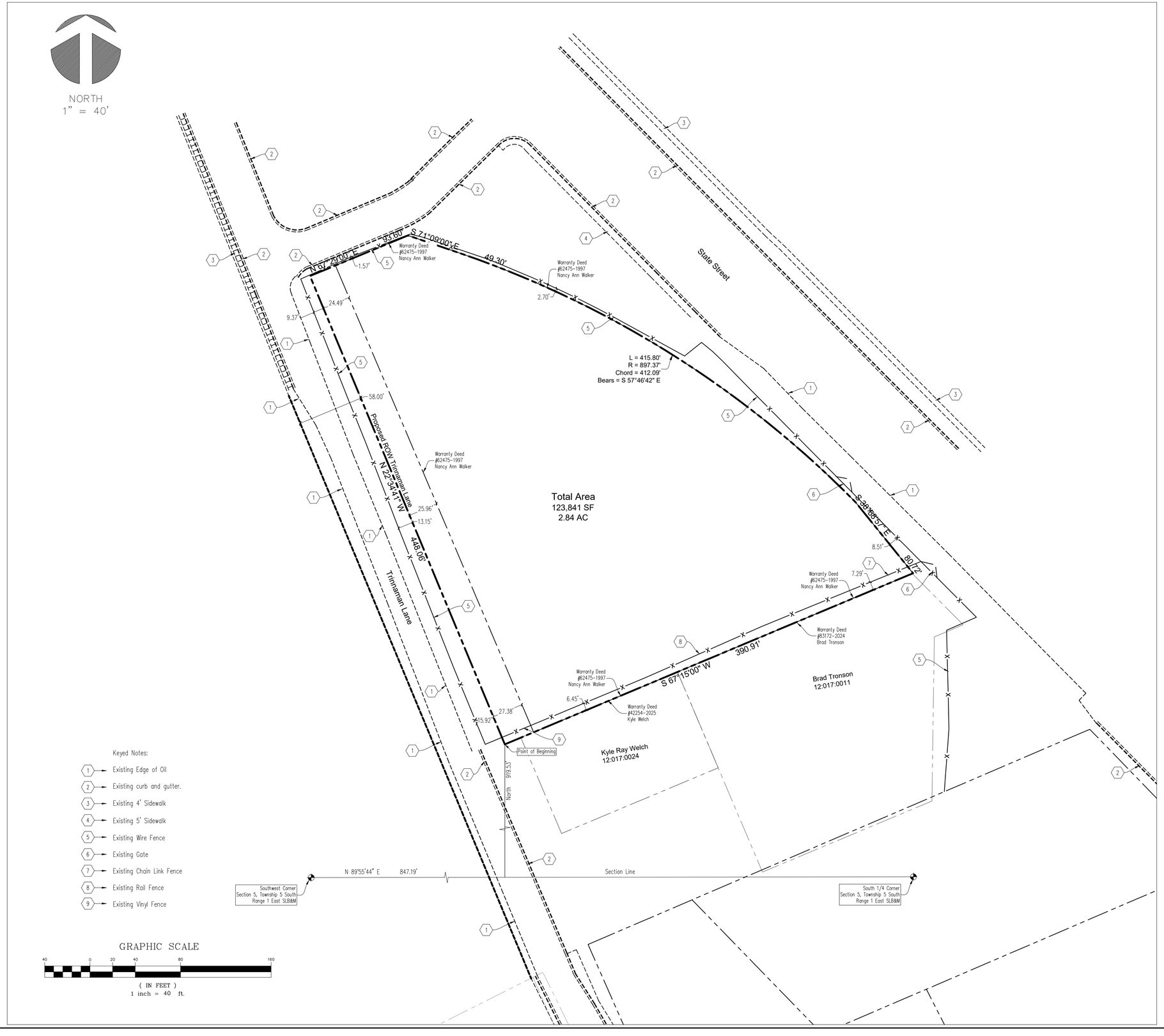
The Estate of Nancy Walker, with Deborah Walker acting as Executor of the Estate and applicant, is requesting a zoning change for the property located at 915 W. State Street, Lehi, Utah 84043.

The requested zoning change to Heavy Commercial is intended to align the property with Lehi City's future master plan and the continued commercial growth along the State Street corridor. This property would be a strong addition to the area and its future development vision.

Deborah Walker intends to market and sell the property as commercial land, allowing a future buyer to develop the property in accordance with and in cooperation with Lehi City zoning and planning requirements.

Sincerely,

Deborah Walker
Executor of The Estate of Nancy Walker



NANCY WALKER
SURVEY DESCRIPTION
LEHI, UTAH
OCTOBER 14, 2025

Commencing at a point located North 89°55'44" East along the Section line 847.19 feet and North 919.53 feet from the Southwest corner of Section 5, Township 5 South, Range 1 East, Salt Lake Base and Meridian; thence North 22°34'41" West along Trinnaman Lane 448.06 feet; thence North 67°29'00" East 93.60 feet; thence South 71°09'00" East 49.30 feet; thence along the arc of a 897.37 foot radius curve to the right 415.80 feet (chord bears South 57°46'42" East 412.09 feet: thence South 38°58'57" East along State Street 80.72 feet; thence South 67°15'00" West 390.91 feet to the point of beginning.

AREA=123,841 sq. ft. or 2.84 acres

Surveyor's Certificate

We, Dudley and Associates of Orem Utah, do hereby certify that we are Professional Land Surveyors and hold Utah State Certificates as prescribed by the Laws of the State of Utah and that we have made a survey of the following described property.

We further certify that the attached Plat correctly shows the true dimensions of the property surveyed.

_____ _____
Date Roger D. Dudley, PLS. No. 147089

Surveyor:

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

Client: Name

Nancy Walker

Location of Survey:

Located in the Southwest of the Southwest of Section 5, Township 5 South, Range 1 East , Salt Lake Base and Meridian.

Basis of Bearing:

Utah State Plane Coordinate System, Utah Central Zone. See Drawing

Purpose of Survey:

To identify physical boundaries and deed lines in relationship to adjacent owners.

Control Monuments:

21/2" brass cap found at the Southwest corner of said Section 5.

Notes:
Property corners are set with ½" rebar with plastic cap stamped RLS 147089 unless otherwise noted. Deed lines shown, if given a basis of bearing, have been rotated to basis of bearing as stated hereon. If no basis of bearing was given, none was assumed.

Date filed with County_____

Surveyors notes:

1. Direct access and all site utilities (sewer, water, gas, telephone, power, etc.) are connected to public systems along Trinnaman Lane & State Street
2. Gross Land Area = 123,841 SF OR 2.84 ACRES

Note:

Source information from plans and markings has been combined with observed evidence of existing utilities to develop a view of those underground utilities. However lacking excavation, Blue Staking, etc. the exact location of underground features cannot be accurately, completely and reliably depicted. Where additional or more detailed information is required, the client is advised that excavation may be necessary.

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

NANCY WALKER
915 WEST STATE STREET

RECORD OF SURVEY

LEHI CITY Utah

Revisions

Date
10-14-2025
Scale
1"=40'
By
BHT
Tracing No.
L - 6888

Sheet No.
S - 1

Agenda Item No: 5.6

City Council Agenda Item Report

Meeting Date: September 8, 2026
Submitted By: Brittney Harris
Submitting Department: Planning Division
Item Type: Ordinance
Agenda Section: Regular Agenda

Subject:
Consideration of Ordinance #38-2026, approval of the Jay Peterson Zone Change changing 0.406 acres located at 3455 N Center Pointe Drive from Public Facility (PF) to Transitional Holding (TH-5).

Summary:

Attachments:

Ordinance - Jay Peterson TH5 Zone Change 09.08.26.docx

Jay Peterson Zone Change 09.08.26.pdf

ORDINANCE NO: 2026-__

AN ORDINANCE APPROVING A ZONE DISTRICT DESIGNATION AMENDMENT AND ZONING DISTRICT MAP AMENDMENT LOCATED AT 3455 NORTH CENTER POINTE DRIVE

WHEREAS, Lehi City, in behalf of the owner of property located at 3455 North Center Pointe Drive and further described by the legal description attached as Exhibit "A", has applied for an amendment to the Zone District and Zoning District Map; and

WHEREAS, the applicant seeks to have said parcel designated as TH-5, transitional holding; and

WHEREAS, following a public hearing on August 13, 2026, the Lehi City Planning Commission reviewed the proposed Zoning District Designation and Zoning District Map amendment and forwarded it to the City Council to decide on the proposed amendment; and

WHEREAS, on September 8, 2026, the Lehi City Council held a duly noticed meeting to receive public comment and ascertain the facts regarding this matter, which facts and comments are found in the hearing record and which include the staff report, minutes from the Planning Commission meeting of August 13, 2026; and

WHEREAS, after considering the facts and comments presented to the Municipal Council, the Council finds: (i) the request for a Zone District Designation amendment and Zoning District amendment is consistent with the Lehi City General Plan Land Use Map adopted by the Lehi City Council on January 25, 2022 (and as subsequently amended); and (ii) such action furthers the health, safety and welfare of the citizens of Lehi.

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

PART I:

The Zone District Designation and the Zoning District Map of the property described on Exhibit "A" are hereby amended to TH-5, Transitional Holding.

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

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

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

Approved and Adopted by the City Council of Lehi City this 8th day of September 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”

JAY PETERSON ZONE CHANGE

COM S 1571.41 FT & W 79.86 FT FROM THE N 1/4 COR SEC. 34, T4S, R1E, SLB&M; E 81.95 FT; S 0 DEG 4' 34" E 145.4 FT; S 80 DEG 13' 9" W 49.85 FT; ALONG A CURVE TO THE L (CHORD BEARS: N 12 DEG 6' 41" W 157.37 FT, RADIUS = 1929.11 FT) TO THE POB. AREA 0.223 AC.

COM S 0 DEG 4' 34" E 1571.42 FT FROM THE N 1/4 COR. SEC. 34, T4S, R1E, SLB&M; S 0 DEG 4' 34" E 145.4 FT; N 80 DEG 13' 10" E 71.94 FT; N 12 DEG 6' 6" W 136.21 FT; W 42.53 FT TO THE POB. AREA 0.183 AC.

JAY PETERSON ZONE CHANGE

CITY COUNCIL REPORT

Applicant	Lehi City		
Meeting Date	September 8, 2026		
Requested Action/Purpose	Approval of a proposed zone change		
Decision Type	Legislative		
Location	3455 N Center Pointe Drive		
Acreage	0.406 acres		
Existing Zoning	Public Facility (PF)		
Existing General Plan Land Use Designation	Commercial		
Proposed Zoning Designation	Transitional Holding (TH-5)		
Existing Land Use	Undeveloped		
Adjacent Zoning and Land Use	*North*	PF	Dominion Energy Infrastructure
	South	PF	Dry Creek Reservoir Area
	East	PF	Dry Creek Reservoir Area
	West	Commercial	Center Pointe Shopping Center
Date of DRC Review	July 15, 2026		
Date of Planning Commission Review	August 13, 2026		
Assigned Planner	Brittney Harris		

REQUIRED ACTION

Planning Commission	Public hearing, review, and recommendation
City Council	Final approval

APPLICABLE DEVELOPMENT CODE REGULATIONS

From Section 04.060 Criteria for Approval, of the Lehi City Development Code, the Planning Commission should consider the following factors, among others, when reviewing a zone amendment:

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

APPLICABLE GENERAL PLAN GOALS AND POLICIES

COMMERCIAL DEVELOPMENT Provide for a wider range of commercial uses, including local and regional scale development, and bike and pedestrian accessibility to commercial uses throughout Lehi.

Strategy 3 Encourage diverse commercial uses that will serve the needs of the neighborhood, city, and region

PROPERTY HISTORY

May 10, 2018 Property came into the City as part of the Dry Creek Lake Annexation

REPORT ANALYSIS

Lehi City requests approval of a proposal to change 0.406 acres of property located at 3455 North Center Pointe Drive from Public Facility to Transitional Holding (TH-5) zoning. This property is owned by Jay Peterson and it was erroneously zoned public facility with the rest of the publicly owned property that came into Lehi with the Dry Creek Lake Annexation. This proposal is to clear up this error. The property will be zoned transitional holding until the owner of the property requests a rezone and dedicates water. The property's general plan land use designation is Commercial which will guide rezone requests in the future.

POSSIBLE MOTIONS AND FINDINGS

The City Council may approve or deny the proposed zone change. Any motion should include findings. Possible findings include:

1. The proposed zone change cleans up a previous mistake in zoning the property Public Facility.
2. The proposed zone change preserves property rights for the owner.
3. The proposed zone change does not remove water dedication requirements in the future.
4. The overall community benefit of the proposed amendment.

PLANNING COMMISSION RECOMMENDATION

The Planning Commission reviewed the proposed zone change on August 13, 2026. They provided a positive recommendation. The minutes and motion from that meeting will be provided separately.

Jay Peterson Zone Change
DRC Redline Comments

Lehi City - requests review of the Jay Peterson Zone Change, changing the zoning from Public Facilities (PF) to Transitional Holding (TH-5 agricultural) on .406 acres located at 3455 N Center Pointe Drive.

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: Brittney Harris
Representatives of the Applicant Present:
Date of Plans Reviewed: 7/15/26
Time Start: 1:03pm
Time End: 1:04pm

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
Luke – Traffic: No comments
Kim – Planning: No comments

THIS ITEM WILL BE SCHEDULED FOR PLANNING COMMISSION ON AUGUST 13th

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.

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

Jay Peterson Zone Change Narrative

Jay Peterson owns two parcels located at 3455 North Center Pointe Drive. Parcel 11:036:0276 and 11:036:0273. In March 2020 the property came into Lehi City as park of the Dry Creek Lake Boundary Line Adjustment with Highland. The property was zoned Public Facility with the rest of the land owned by North Utah County Water Conservancy District. This property never should have been zoned Public Facility as it is privately owned. The General Plan for Peterson's two parcels is Commercial.

At this time, Lehi City proposes changing Jay Peterson's two parcels from Public Facility to TH-5. TH-5 zoning allows the continued use of the property as it was used before coming into Lehi City. In order to do Commercial or any new use on the property, it will require another zone change request with water dedication.

Code enforcement on the vehicle storage taking place on this property has been on going. This zone change will not allow for vehicle storage.



Jay Peterson Property Zone Change

Aerial

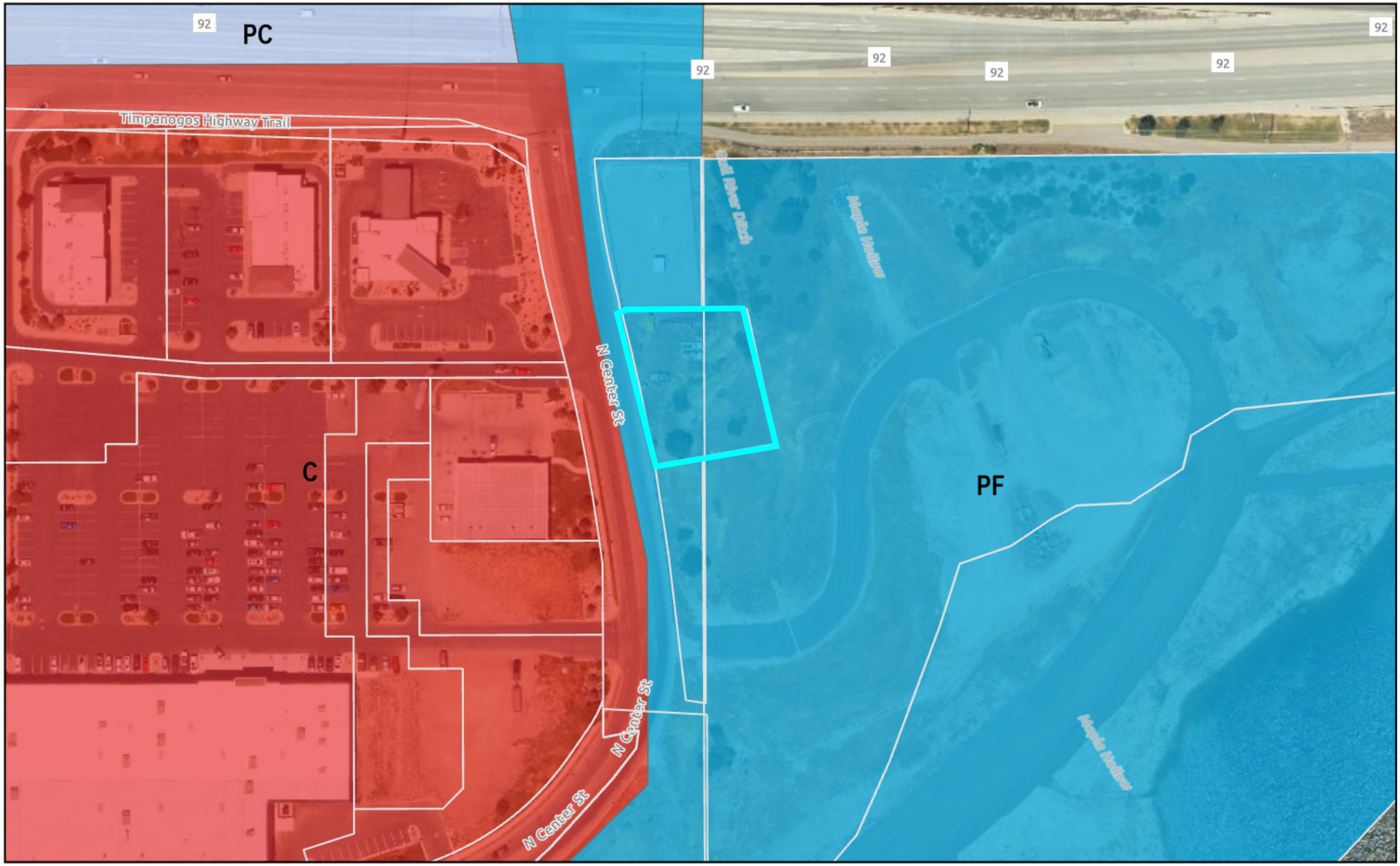


0 175 350 700 Feet

LEHI CITY

Jay Peterson Property Zone Change

Zoning

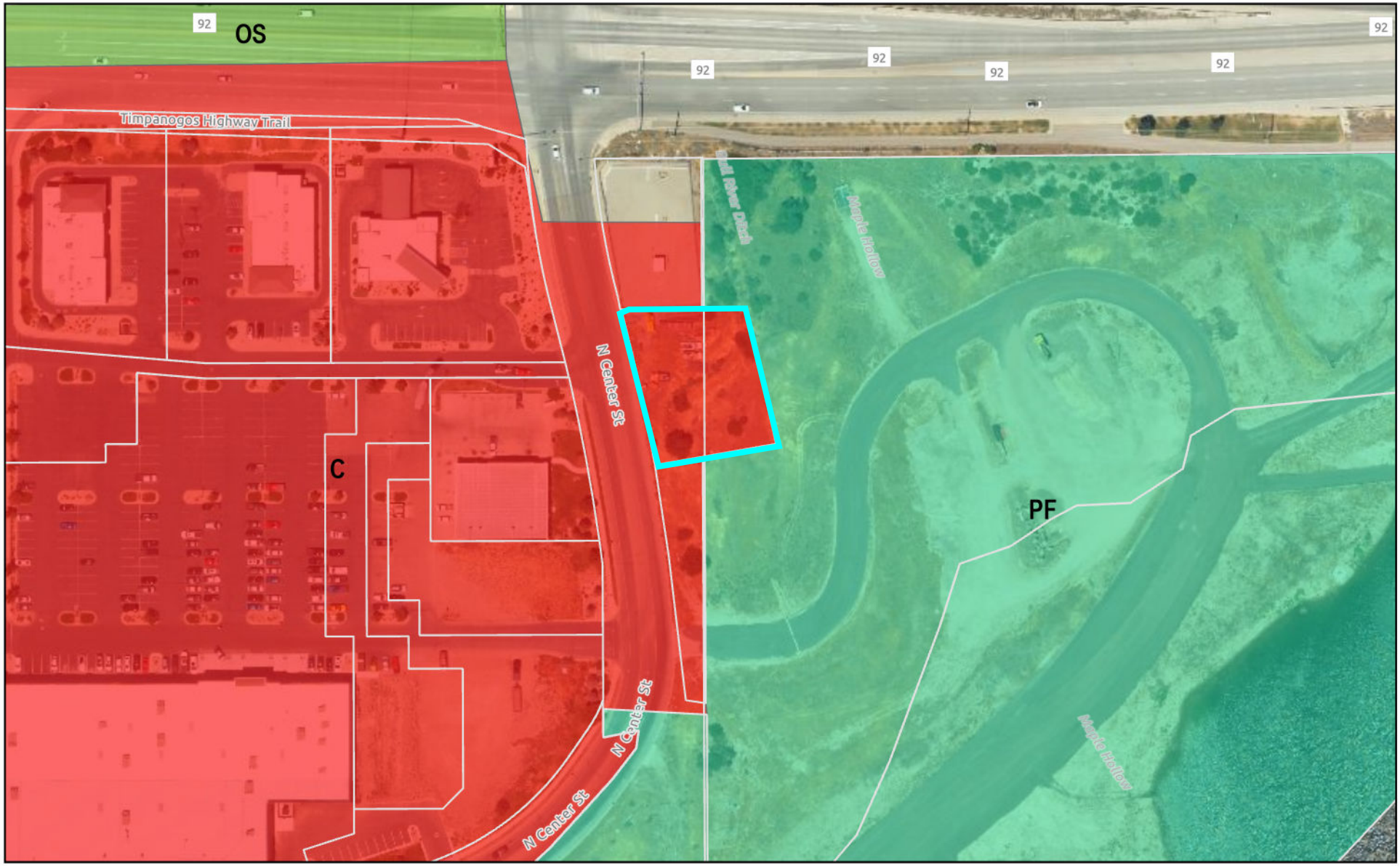


0 175 350 700 Feet

LEHI CITY

Jay Peterson Property Zone Change

General Plan



0 175 350 700 Feet

LEHI CITY

Agenda Item No: 5.7

City Council Agenda Item Report

Meeting Date: September 8, 2026
Submitted By: Teisha WIlson
Submitting Department:
Item Type: Resolution
Agenda Section: Regular Agenda

Subject:
Consideration of Resolution #2026-54, adopting the Lehi City Data Privacy Program Policy.

Summary:

Attachments:

Resolution-Approval of the Data Privacy Program Policy.docx

Lehi City Privacy Program Policy FINAL Redlined.pdf

RESOLUTION NO. 2026-

A RESOLUTION ADOPTING THE LEHI CITY DATA PRIVACY PROGRAM POLICY

WHEREAS, Utah Code § 63A-19-101 et seq. requires cities to adopt a Data Privacy Program Policy; and,

WHEREAS, the policy documents Lehi City's privacy program which includes the City's policies, practices, and procedures for processing and storing personal data;

WHEREAS, on September 8, 2026, the City Council held a duly noticed public meeting to ascertain the facts regarding this matter, which facts and comments are found in the meeting record; and,

WHEREAS, after considering the facts and comments presented to the City Council, the Council finds: (i) the Data Privacy Program Policy should be adopted; 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:

PART I:

1. The Lehi City Data Privacy Program Policy shown on Exhibit A is hereby approved.

2. This resolution shall take effect immediately.

Approved and Adopted by the City Council of Lehi City, Utah this 8th day of September, 2026.

LEHI CITY

_____

Paul Binns, Mayor

ATTEST

_____

Teisha Wilson, City Recorder

FINAL

Lehi City Corporation

Lehi City Data Privacy Program Policy

Effective Date: September 8, 2026
Approved By: The Lehi City Council

REFERENCES/AUTHORITY:

Division of Archives and Records Services (DARS) at Utah Code § 63A-12-100 et seq.; Government Data Privacy Act (GDPA) at Utah Code § 63A-19-101 et seq.;
Government Records Access and Management Act (GRAMA) at Utah Code § 63G-2-101 et seq.

1. PURPOSE

This policy serves to document Lehi City's privacy program, which includes the City's policies, practices, and procedures for the processing of personal data in accordance with Utah Code § 63A-19-401(2)(a), and which aligns with the records management and data governance requirements provided in both GRAMA and DARS.

2. GUIDING PRINCIPLES

This policy consolidates privacy practices, outlines governance roles and responsibilities, and ensures compliance with generally applicable records management, data protection, and data privacy obligations. It is designed to safeguard individual privacy rights, promote transparency, maintain the integrity and security of personal data, and ensure accountability across Lehi City. This policy is meant to guide further alignment of the City with the State Data Privacy Policy as detailed in Utah Code § 63A-19-102.

3. SCOPE

This policy applies to all City employees involved in the management, creation, and maintenance of records or who have access to personal data as part of their job duties. This policy also applies to all contractors of the City that process or have access to personal data as a part of the contractor's duties under an agreement with the City pursuant to Utah Code § 63A-19-401.4.

4. DEFINITIONS

"Classification," "classify," and their derivative forms mean determining whether a record series, record, or information within a record is public, private, controlled, protected, or exempt from disclosure under Subsection § 63G-2-201(3)(b).[1]

“Cookie” means “Technology that records a user’s information and activity when the user accesses websites. Cookies are used by website owners, third parties, and sometimes threat actors to gather user data.”[2]

“Data breach" means— the unauthorized access, acquisition, disclosure, loss of access, or destruction of personal data held by a governmental entity, unless the governmental entity concludes, according to standards established by the Cyber Center, that there is a low probability that personal data has been compromised.”[3]

"Designation," "designate," and their derivative forms mean indicating, based on a governmental entity's familiarity with a record series or based on a governmental entity's review of a reasonable sample of a record series, the primary classification that a majority of records in a record series would be given if classified and the classification that other records typically present in the record series would be given if classified.[4]

“Device fingerprinting” means collecting attributes of a user's device configurations to create a trackable profile for the device.

"Individual" means a human being.[5]

“Key logger” means “a program designed to record which keys are pressed on a computer keyboard…”[6]

“Personal data" means information that is linked or can be reasonably linked to an identified individual or an identifiable individual.[7]

“Processing activity" means any operation or set of operations performed on personal data, including collection, recording, organization, structuring, storage, adaptation, alteration, access, retrieval, consultation, use, disclosure by transmission, transfer, dissemination, alignment, combination, restriction, erasure, or destruction.[8]

“Record” means the same as that term is defined at Utah Code § 63G-2-103(25).[9]

"Record series" means a group of records that may be treated as a unit for purposes of designation, description, management, or disposition.[10]

"Records officer" means the individual appointed by the chief administrative officer of each governmental entity, or the political subdivision to work with state archives in the care, maintenance, scheduling, designation, classification, disposal, and preservation of records.[11]

"Schedule," "scheduling," and their derivative forms mean the process of specifying the length of time each record series should be retained by a governmental entity for administrative, legal, fiscal, or historical purposes and when each record series should be transferred to the state archives or destroyed.[12]

5. GOVERNANCE

5.1. Chief Administrative Officers (CAOs)

A. The City Administrator shall designate one or more individuals to serve as a chief administrative officer (CAO) of the City in fulfilling the duties outlined in Utah Code § 63A-12-103.

B. The City Administrator may assign responsibility for the duties outlined in Utah Code § 63A-12-103 to one, or among several, CAOs as the City Administrator sees fit.

C. The designation of the CAO(s) shall be reported to the Utah Division of Archives and Records Services (Archives) within 30 days of the designation.

D. If responsibility for the duties outlined in Utah Code § 63A-12-103 are divided between more than one CAO, such specification should be reported to Archives along with the designation.

5.2. Appointed Records Officers (AROs)

A. Designated CAO(s) shall appoint one or more individuals to serve as records officers in fulfilling the duties of working with Archives and the Office of Data Privacy in the care, maintenance, scheduling, disposal, classification, designation, access, privacy, and preservation of records.[13]

B. A designated CAO may assign responsibility for the duties of appointed records officers to one, or among several, officers as the CAO deems appropriate.

C. The appointment of records officers shall be reported to Archives within 30 days of the appointment.

D. If responsibility for the duties of appointed records officers are divided between more than one officer, such specification should be reported to Archives along with the appointment.

6. RECORDS SERIES

6.1. Records and Records Series

A. Each City Department shall create and maintain records and records series in accordance with the requirements provided in DARS and GRAMA in addition to correlated guidance issued by Archives.

B. Each City Department shall appropriately designate and classify records and records series in accordance with the requirements provided in DARS and GRAMA.

C. The City shall maintain and dispose of each specific type of record based on the State of Utah's adopted retention schedule.

7. AWARENESS & TRAINING

7.1. Departmental Data Privacy Training

A. The CAO(s) shall ensure that all employees that have access to personal data as part of the employee's work duties complete a data privacy training program within 30 days after beginning employment and at least once in each calendar year.

B. The CAO(s) is responsible for monitoring completion of data privacy training by the City's employees.

7.2. Agency-Specific Training

A. In addition to the general privacy awareness training, agencies may create and require employees to complete agency-specific privacy training tailored to the unique privacy needs, practices, and requirements of the agency.

7.3. Appointed Records Officer Training and Certification

A. The CAO(s) shall ensure that, on an annual basis, all appointed records officers successfully complete online training on the provisions of GRAMA and obtain certification from Archives in accordance with Utah Code § 63A-12-110.

B. The CAO(s) shall, on an annual basis, review and confirm the certification status of all appointed records officers.

C. GRAMA Access AROs: AROs who handle GRAMA transparency responsibilities are required to complete the GRAMA transparency training and obtain certification from Archives in accordance with Utah Code § 63A-12-110.

D. Records Management and Privacy AROs: AROs specializing in records management or privacy are required to complete both records management and GRAMA transparency training, as well as obtain the corresponding certifications.

8. IDENTIFY

8.1. Inventorying

A. The CAO(s) shall maintain a comprehensive inventory of:

a. All records and record series that contain personal data and the types of personal data included in the records and record series.[14]
b. All processing activities, the inventory of which shall include:
    i. Non-compliant processing activities—pursuant to the GDPA—that were implemented prior to May 1, 2024, and a prepared strategy for bringing the non-compliant processing activity into compliance by no later than January 1, 2027;[15] and
    ii. All processing activities implemented after May 1, 2024, with documentation confirming compliance status.

9. TRANSPARENCY

9.1. Website Privacy Policy

A. The CAO(s) shall create and maintain privacy policies on their websites as outlined in Utah Code § 63D-2-103.

B. The CAO(s) shall ensure that personal data related to a user of the City's website is not collected unless the City's website complies with Utah Code § 63D-2-103(2).

C. The CAO(s) shall ensure that all websites of the City contain a privacy policy statement that discloses:

   a. The identity of the governmental website operator;
   b. How the governmental website operator may be contacted;
   c. The personal data collected by the governmental entity;
   d. The practices related to disclosure of personal data collected by the governmental entity and/or the governmental website operator; and
   e. The procedures, if any, by which a user of a governmental entity's website may request:
      i. Access to the user's personal data; and
      ii. Access to correct the user's personal data.
   f. A general description of the security measures in place to protect a user's personal data from unintended disclosure.

9.2. Privacy Notice

A. Employees shall only collect personal data from individuals if, on the day the personal data is collected, the City has provided a privacy notice to an individual asked to furnish personal data that complies with Utah Code §§ 63G-2-601(2), 63A-19-402, 63D-2-103(2)-(3), or other governing law, as applicable.

B. Such a personal data request privacy notice shall generally include[16]:

   a. the record series that the personal data will be included in;
   b. the reasons the person is asked to furnish the information;
   c. the intended purposes and uses of the information;
   d. the consequences for refusing to provide the information; and
   e. the classes of persons and entities that currently:
      i. share the information with the City; or
      ii. receive the information from the City on a regular or contractual basis.

10. INDIVIDUAL REQUESTS

A. The CAO(s) shall ensure that the City has established appropriate processes and procedures that facilitate compliance with applicable governing law for handling the following privacy requests of individuals:

   a. Individual's requests to access their personal data;
   b. Individual's requests to amend or correct their personal data;
   c. Individual's requests for an explanation of the purposes and uses of their personal data; and
   d. At-risk governmental employee requests to restrict access to their personal data.

B. The CAO(s) shall ensure that the City has established processes for public access requests to inspect or copy the City's records, which are not requests from an individual to access their personal data.[17]

C. The CAO(s) shall ensure that employees of the City follow established business practices with respect to GRAMA.[18]

11. PROCESSING

11.1. Minimum Data Necessary

A. The CAO(s) shall ensure that all programs within the City obtain and process only the minimum amount of personal data reasonably necessary to efficiently achieve a specified purpose.[19]

B. The CAO(s) shall ensure that all programs within the City regularly review their data collection practices to ensure compliance with the data minimization requirement.

11.2. Record and Data Sharing or Selling Policy

A. The City ~~will only~~shall share or disclose personal data only when expressly permitted by GRAMA or other governing law~~there is appropriate legal authority~~. The sale of personal data is prohibited unless expressly required by law.

B. Data sharing must comply with GRAMA or other governing law and may include sharing with governmental entities, contractors, private providers, or researchers. Compliance with GRAMA or other governing law is contingent upon the purpose of the sharing, the parties involved, and the nature of the records. Any sharing of personal data with a

governmental entity, contractor, private provider, researcher, or other person shall be limited to the minimum amount of personal data reasonably necessary for the authorized purpose.

~~C. The City shall not share or disclose personal data with a City-contracted party unless the City has determined that the contracted party is not subject to restrictions applicable to entities associated with a hostile foreign government and does not engage in the sale, disclosure, transfer, or other processing of personal data in a manner prohibited by GRAMA, the Government Data Privacy Act, or other applicable law.~~

~~D.~~C. The CAO is required to develop and file a report annually on personal data sharing and selling activities, including types of data shared, the legal basis for sharing, and the entities receiving this data.

D. All contracts involving personal data must incorporate appropriate privacy protection terms. ~~Written agreements for data sharing are recommended to ensure compliance with applicable laws and regulations.~~All contracts under which a contractor may collect, access, store, process, transmit, or receive personal data shall contain enforceable provisions requiring the contractor and its subcontractors to do the following:

a. Comply with the Utah Government Data Privacy Act, GRAMA, this policy, and all other applicable privacy, records-management, and data-security requirements;
b. Process personal data only for the specific and lawful purposes expressly authorized by the City;
c. Collect and process only the minimum personal data reasonably necessary to perform the contracted services;
d. Refrain from selling, monetizing, disclosing, transferring, or otherwise making personal data available to another customer, governmental entity, law-enforcement agency, commercial partner, or third party unless expressly authorized in writing by the City or required by law;
e. Refrain from using personal data for advertising, commercial profiling, training artificial-intelligence models, developing unrelated products or services, or any other secondary purpose not expressly authorized in writing by the City;
f. Impose equivalent privacy and security requirements on all subcontractors that may access or process the personal data;
g. Maintain appropriate administrative, technical, and physical safeguards;
h. Notify the City promptly of any actual or suspected unauthorized access, use, disclosure, loss, or destruction of personal data;

i. Cooperate with City audits, investigations, individual privacy requests, public-records obligations, and data-breach response activities; and
j. Return or securely delete the personal data at the City's direction or upon termination of the contract, except when retention is expressly required by law.

E. Before entering into, renewing, or materially expanding a contract involving personal data, the City shall conduct reasonable due diligence, as appropriate based on the nature and sensitivity of the data and services provided. The City may rely on information provided by the contractor, including a signed privacy and data-security self-attestation, and may request additional information when reasonably necessary.

As part of the contracting process, the contractor shall attest the following:

a. The contractor has disclosed its ownership, control, corporate affiliations, and principal places of business.
b. The contractor has disclosed where City data will be collected, accessed, processed, transmitted, or stored.
c. The contractor has disclosed all subcontractors and third parties that may access City data.
d. The contractor maintains appropriate privacy, security, retention, deletion, and data-sharing practices.
e. The contractor has disclosed any known material privacy or security incident or violation relevant to the services provided to the City.
f. The contractor has disclosed any known material regulatory, judicial, or governmental finding of noncompliance with applicable privacy or data-security requirements.
g. The contractor acknowledges that the City retains sufficient ownership, control, audit rights, and technical ability to restrict access to and use of its data.

F. The City shall not contract with, disclose personal data to, or permit access to personal data by a contractor when a material privacy, security, or data-control risk cannot be adequately mitigated through enforceable contractual, technical, or administrative safeguards.

G. The City shall not enter into or renew a contract involving personal data or information and communications technology; acquire or place into service information and communications technology; disclose personal data to; or permit access to personal data or City information systems by a contractor that:

a. Is a foreign principal of a foreign adversary, as those terms are defined in Utah Code § 63A-16-1301 or a successor provision of state law;
b. Is directly or indirectly owned or controlled by such a foreign principal; or
c. Provides a company, product, service, or technology included on the Utah Cyber Center's prohibited list established under Utah Code § 63A-16-1302.

H. For purposes of Subsection G, the foreign adversaries designated under Utah Code § 63A-16-1301, through its incorporation of 15 C.F.R. § 791.4 as that regulation existed on January 1, 2026, are:

a. The People's Republic of China, including the Hong Kong Special Administrative Region and the Macau Special Administrative Region;
b. The Republic of Cuba;
c. The Islamic Republic of Iran;
d. The Democratic People's Republic of Korea; and
e. The Russian Federation.

I. Subsections G and H shall not be interpreted to restrict a contractor solely because the contractor is foreign, foreign-owned, maintains foreign operations, or processes data outside the United States. The restriction applies only when the contractor has the specified relationship to a designated foreign adversary or when the relevant company or technology appears on the Utah Cyber Center's prohibited list.

J. The City Council may approve a limited exception to Subsection G only when:

a. The exception is permitted by state and federal law;
b. No reasonable alternative is available;
c. The City Administrator, City Attorney, CAO, and the City's information-security officer complete a written assessment identifying the necessity for the exception and the associated risks; and
d. The contract includes enforceable safeguards sufficient to mitigate the identified risks, including appropriate data minimization, access restrictions, network segmentation, encryption, monitoring, audit, termination, and data-deletion requirements.

Any exception shall apply only to the particular contractor, technology, contract, and purpose expressly approved by the City Council.

E.

11.3. Retention and Disposition of Records Containing Personal Data

A. Employees shall maintain, archive, and dispose of records—which includes all personal data—in accordance with the State of Utah's approved retention schedule.[20]

B. Employees shall comply with all other applicable laws or regulations related to retention or disposition of specific personal data held by the City or by a particular operating unit or program of the City.

12. INFORMATION SECURITY

12.1. Incident Response

A. The City adopts and follows the DTS Cybersecurity Incident Response Plan to manage and address all security incidents, including data breaches, and privacy violations.

B. Employees shall report all suspected security incidents, including non-IT incidents such as unauthorized access to physical records, to the Enterprise Information Security Office (EISO). Any additional agency-specific response measures for non-IT incidents are the responsibility of the CAO(s) to develop and implement as appropriate.

C. The CAO(s) shall ensure compliance with all other applicable laws or regulations related to incident response and breach notification of specific personal data held by the City.

12.2. Breach Notification

A. The City is required to provide notice to an individual or the legal guardian of an individual, if the individual's personal data is affected by a data breach in accordance with Utah Code § 63A-19-406.[21]

B. The City is required to notify the Cyber Center and the state attorney general's office of a data breach affecting 500 or more individuals in accordance with Utah Code § 63A-19-405. City departments that experience a data breach affecting fewer than 500 individuals must create and report an internal incident report in accordance with Utah Code § 63A-19-405(5). These requirements are in addition to any other reporting requirement that the City may be subject to.

C. The CAO(s) that is subject to other breach notification requirements, such as those required for compliance with federal regulations, laws or other governing requirements (e.g., HIPAA or 42 CFR Part 2) shall comply to meet any additional notification requirements of the applicable governing laws and regulations.

~~C.~~

13. SURVEILLANCE

13.1. Covert Surveillance

A. Employees may not establish, maintain, or use undisclosed or covert surveillance of individuals unless permitted by law.[22]

B. Employees are responsible for engaging with appropriate leadership for review—to include legal counsel where pertinent—of any activity that may be considered a type of surveillance.

C. The CAO(s) shall ensure that surveillance activities are documented.

13.2. Cookies, Fingerprinting, Key Loggers, and Tracking Technologies

The City is committed to transparency and privacy protection for individuals that visit a website of the City with regard to the use of any tracking technologies, including but not limited to cookies, device fingerprinting, key loggers, and other similar methods for monitoring or collecting information from website users.

A. **Cookies**
The use of cookies on City websites and digital services must comply with applicable privacy and security policies. Cookies should be limited to essential operational purposes, and any use of tracking or third-party cookies for analytics or similar functions must be disclosed clearly to users, with an option to consent where required by law.

B. **Device Fingerprinting**
Device fingerprinting is prohibited unless explicitly authorized by the CAO and where a legal basis exists. The purpose and extent of fingerprinting must be clearly defined, documented, and disclosed to users in a privacy notice or statement that complies with applicable legal requirements.

C. **Key Loggers**

Key loggers are prohibited without specific authorization from the CAO. Key loggers may only be used when there is a clearly defined operational need that complies with security standards and legal requirements, including appropriate user notice where required.

D. **Other Tracking Technologies**
The use of other tracking technologies, such as web beacons, pixel tags, or similar tools, is prohibited unless explicitly authorized by the CAO and where a legal basis exists. Disclosure of these technologies must be included in user-facing privacy statements, with user consent obtained when required by law.

E. **User Notification and Consent**
The City must ensure users are informed about the use of tracking technologies. A clear website privacy statement must explain the types of data collected, the purpose of the tracking, and how users can manage their preferences or consent. Any updates to tracking practices must be promptly reflected in the privacy statement.

F. **Data Security and Retention**
Data collected through authorized tracking technologies must be securely stored, with access limited to authorized personnel. Retention of this data must align with approved retention schedules, and the data should only be retained as long as necessary for the defined operational purpose.

[1] Utah Code § 63G-2-103(3)
[2] Cybersecurity & Infrastructure Security Agency, Project Upskill Glossary. Last visited 1/14/2025 at: https://www.cisa.gov/resources-tools/resources/project-upskill-glossary
[3] Utah Code § 63A-19-101(4)
[4] Utah Code § 63G-2-103(7)
[5] Utah Code § 63G-2-103(13)
[6] National Institute of Standards and Technology, Computer Security Resource Center, Glossary. Last visited 1/14/2025, at:
https://csrc.nist.gov/glossary/term/key_logger#:~:text=Definitions%3A,NIST%20SP%20800%2D82r3
[7] Utah Code § 63A-19-101(13)
[8] Utah Code § 63A-19-101(14)
[9] Only the citation to the definition of "record" is provided here due to the length of the definition.
[10] Utah Code § 63G-2-103(26)
[11] Utah Code § 63G-2-103(27)
[12] Utah Code § 63G-2-103(28)
[13] Utah Code § 63A-12-103(2)
[14] Utah Code §§ 63A-12-104 and 63A-12-115
[15] Utah Code § 63A-19-401
[16] Utah Code §§ 63G-2-601(2) and 63A-19-402.
[17] This is likely detailed in a specific Department policy.
[18] Dept. of Government Operations Internal Policy 01. Code of Conduct. Section 3.2 Managing Records and Information.
[19] Utah Code § 63A-19-401(2)(c).
[20] Utah Code §§ 63G-2-604(1)(b) and 63A-19-404.
[21] Utah Code § 63A-19-401(2)(b).
[22] Utah Code § 63A-19-401(2)(f).

Agenda Item No: 5.8

City Council Agenda Item Report

Meeting Date: September 8, 2026
Submitted By: Teisha WIlson
Submitting Department:
Item Type: Resolution
Agenda Section: Regular Agenda

Subject:
Consideration of Resolution #2026-53, approving an update to the Lehi City Parks, Arts, Recreation, and Culture PARC Program Guidelines.

Summary:

Attachments:

Resolution-Approval of Amended PARC Fund Guidelines (2026).docx

PARC Tax Revisions - Revised No Committee Redlined.pdf

PARC Tax Revisions - Revised w_Committee Redlined.pdf

LEHI CITY

RESOLUTION NO. 2026-

A RESOLUTION AMENDING THE LEHI CITY PARKS, ARTS, RECREATION AND CULTURE PARC PROGRAM GUIDLINES

WHEREAS, on November 2, 2021, Lehi City voters approved a 1/10th of 1% increase in the local sales and use tax as a means of enhancing the funding for recreation and cultural facilities and cultural organizations within Lehi City; and,

WHEREAS, in 2022, in order to decide how funds generated by the PARC tax should be distributed, the City Council adopted the Lehi City Parks, Arts, Recreation and Culture PARC Program Guidelines ("Guidelines");

WHEREAS, based on the process of allocating funds followed in 2024, the City amended the Guidelines;

WHEREAS, based on the process of allocating funds followed in 2026, the City now desires to again amend the Guidelines;

WHEREAS, on September 8, 2026, the City Council held a duly noticed public meeting to ascertain the facts regarding this matter, which facts and comments are found in the meeting record; and,

WHEREAS, after considering the facts and comments presented to the City Council, the Council finds: (i) the amended Guidelines should be adopted; 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:

PART I:

1. The amended Guidelines shown on Exhibit A are hereby approved.

2. This resolution shall take effect immediately.

Approved and Adopted by the City Council of Lehi City, Utah this 8th day of September, 2026.

LEHI CITY ATTEST

_____	_____
Paul Binns, Mayor	Teisha Wilson, City Recorder

Revised – No Committee

Lehi City Parks, Arts, Recreation, & Culture
PARC Program Guidelines

Background

On November 2, 2021, a majority of Lehi City voters approved a ~~1/10th of 1% increase~~0.1% (one cent per $10 spent) in ~~the~~ local sales and use tax ~~as a means of enhancing funding for recreational and cultural facilities and cultural organizations within Lehi City~~to enhance funding for recreational facilities and amenities, park facilities, cultural facilities, and arts facilities and organizations within Lehi City. The ballot proposition specified that the tax would be imposed on purchases within Lehi City, regardless of the purchaser's place of residence.

The proposition further outlined that PARC funding may be used for both capital improvements and operations of publicly owned or operated amenities, including but not limited to parks, playing fields and courts, park amenities, visual and performing art facilities, cultural facilities, and trails and bike paths. Additionally, funding may be used to support city and nonprofit organizations that provide cultural and arts programming, including but not limited to youth groups, museums, theater groups, festivals, heritage initiatives, and other arts and cultural programs.

The Lehi City Council enacted the tax by ordinance on November 16, 2021, and the tax ~~goes into~~took effect April 1, 2022, and will ~~be in~~remain in effect through March 31, 2032.

Known as the Parks, Arts, Recreation, and Culture (PARC) tax~~, hereafter, PARC,~~, all funds collected ~~are to~~shall be used for eligible facilities and organizations consistent with the approved 2021 ballot proposition, Lehi City Code, and Utah Code Ann. 59-12-1401.

Program Purpose

The purpose of the PARC Program is to provide funding for City recreational parks and facilities, as well as the Community Grant ~~p~~Program. The Community Grant Program ~~is to~~ supports ~~recreational and~~ cultural facilities and ~~cultural~~ organizations that ~~enrich the overall~~enhance the quality of life for residents throughout Lehi City. Funding for the program is derived from the collection ~~through the imposition, collection, and distribution~~ of a ~~a 1/10th of 1~~0.1% local~~city~~ sales and use tax authorized by voters.

The allocation of PARC tax revenues between City parks and recreational facilities and the PARC Community Grant Program shall be determined by the Lehi City Council. The City Council may allocate up to 30% of available PARC tax revenues to the PARC Community Grant Program, with the remaining PARC tax revenues available for City parks and recreational facilities, subject to the City Council's final allocation.

This policy establishes guidelines governing both uses of PARC funds. ~~,~~The PARC Community Grant Program is committed to ~~providing~~ ensuring fair and equitable access to PARC funding through transparent and competitive grant opportunities.

1. Policy

This Policy is intended to provide guidance for the administration and allocation of PARC Tax revenues. Nothing in this Policy shall be construed to limit the legislative authority of the Lehi City Council. Consistent with Utah Code § 59-12-1403 and the Lehi City Code, the City Council retains final authority to determine the allocation and distribution of PARC Tax revenues.

The Lehi City Council shall ~~distribute~~ allocate~~the entire amount of~~ all revenues and interest collected from ~~as a result of the imposition of~~ the local sales and use tax, known as the PARC tax, in ~~a manner consistent~~accordance with the 2021 ballot proposition, ~~and~~ Utah Code Ann. 59-12-~~-~~1403, and to facilities and organizations as defined in Utah Code Ann. 59-12-702~~,~~. PARC tax revenues may be used ~~which allow~~ for the following:

1.1. ~~granting to one or more eligible organizations or facilities;~~To fund capital improvements and operations of publicly owned and operated amenities such as recreational facilities, parks, playing fields and courts, park amenities, visual and performing art facilities, cultural facilities, and trails and bike paths.

~~1.2.~~ To provide grants to private nonprofit cultural organizations based in Lehi whose primary purpose is the advancement or preservation of natural history, arts, music, theater, dance, literature, heritage, a motion picture, storytelling, or other cultural art or event.~~granting for an eligible facility located within the geographic area of entities that are~~

1.2. ~~party to an interlocal agreement; and,~~

~~1.3.~~ A~~retaining a~~ portion of the tax collected, not to exceed 1.5%, may be retained for the cost of

1.3. administering the PARC Community Grant ~~p~~Program.

2. Definitions

2.1. Administrative Unit – a division of a private nonprofit organization or institution that would, if it were a separate entity, be a cultural organization; and consistently maintains books and records separate from those of its parent organization.

2.2. Application Form – the documents specified by the PARC Program of Lehi City for use by entities and organizations which request funds pursuant to this Policy, including any required attachments and supporting documents.

2.3. Compilation Report – financial statement of an organization, prepared by a Utah licensed Certified Public Accountant.

2.4. Cultural Facility – any publicly owned or operated museum, theater, art center, music hall, or other cultural or arts facility.

2.5. Cultural Organization – a private nonprofit organization or institution having as its primary purpose the advancement and preservation of: (1) natural history; (2) art; (3) music; (4) theater; (5) dance; or (6) cultural arts, including literature, a motion picture, or storytelling; and an administrative unit. Cultural organization does not include any agency of the state; any political subdivision of the state; any educational institution whose annual revenues are directly derived more than 50% from state funds; or any radio or television broadcasting network or station, cable communications system, newspaper, or magazine.

2.6. Institution – an institution of higher education listed in Utah Code Ann. Subsection 53B-1-102(1)(a).

2.7. Nonprofit – an organization or corporation that is certificated by the Internal revenue Service as an organization qualifying under § 501 (c) of the Internal Revenue code.
2.8. Publicly Owned – owned by a governmental agency.
2.9. Qualifying Facilities Expenses – capital development of recreational and cultural facilities.
2.10. Qualifying Operating Expenses – this definition applies to cultural organizations. An organization's total expenditures for ongoing operations for an identifiable fiscal year as documented by certified financial records (as allowed by Generally Accepted Accounting Principles, GAAP) less the following non-qualifying expenditures:
    2.10.1. Capital construction expenses, including capital acquisition, improvements to real property or depreciation of real property;
    2.10.2. Payments into an Endowment Corpus;
    2.10.3. Expenditures for programs conducted outside of Lehi City;
    2.10.4. Activities not available to the general public;
    2.10.5. Fundraising expenses related to capital or endowment campaigns;
    2.10.6. Repayments of loans and/or interest thereon;
    2.10.7. Expenditures for direct political lobbying on all levels;
    2.10.8. Grants – the distribution of funds to outside groups, institutions, organizations or other units;
    2.10.9. Bad Debt Expense;
    2.10.10. Depreciation and amortization of any asset;
    2.10.11. Non-deductible Tax penalties;
    2.10.12. Unrelated Business Income Tax – any operating expenses that are utilized in calculating federal unrelated business income tax; and,
    2.10.13. Cost of Goods Sold
    2.10.14. Other expenses not related to the organization's primary cultural purpose.
2.11. Qualifying Organization – a cultural organization as defined in Utah Code Ann. 59-12-702 that:
    2.11.1. maintains nonprofit status and meets the purpose of the statute; and,
    2.11.2. has a primary purpose that corresponds with the definitions for a cultural organization as described in the statute.
2.12. Recreational Facility – any city-owned park, campground, marina, dock, golf course, playground, athletic field, gymnasium, swimming pool, trail system, recreation center, or other facility used for recreational purposes.
2.13. Review – inquiry and analytical procedures applied to the financial statements of an organization, performed by a Utah licensed Certified Public Accountant.

3. General Guidelines

3.1. Funding for this program comes from local sales and use tax revenues that are collected by the State of Utah and distributed to Lehi City. All funding shall be based on actual sales and use tax receipts as received, recorded, and reconciled by the City.
3.2. PARC tax revenue may only be used for capital development of government owned or operated recreational and cultural facilities, and for the ongoing operations of nonprofit cultural organizations.

3.3. PARC funds are not an entitlement and the filing of an application for funds, no matter how complete or comprehensive, is not a guarantee that any funds will be awarded. As such, it should be clearly understood that the award of PARC funds is a competitive grant and is awarded based on merit and availability of funds of which from year to year there is no guarantee. Grants are awarded as much as possible on objective factors. The Lehi City Council will make the final decision and have approval authority for all grant applications.

3.4. The Lehi City Council may choose to allocate a percentage of the funding to various classes of applications. This may be modified annually based on revenues available and the number of organizations that apply.

3.5. Applicants may apply in collaboration with other qualifying entities.

3.6. One granting round shall be made available each year.

3.7. Grant funds shall be spent within the fiscal year granted.

3.8. The fact that a project was previously qualified for funding does not guarantee that it is qualified for subsequent funding unless so authorized in the original grant.

3.9. The Lehi City Council may use unallocated or unexpended funds from one fiscal year in another fiscal year.

3.10. All organizations receiving PARC funding shall acknowledge the funding through signage, markers, programs, etc.

4. Recreational and Cultural Facilities Projects

4.1. All funded facilities must be located in Lehi City or within the boundaries of an inter-local agreement with Lehi City.

4.2. The Lehi City Council has sole discretion on determining which recreational and cultural facility projects to fund.

5. Cultural Organization Grants

5.1. Qualifying organizations must have a significant presence within Lehi City. "Significant presence" means that a qualifying organization is headquartered or maintains its principal place of business in Lehi City and conducts a substantial and continuous portion of its operations, programming, or services within Lehi for the benefit of Lehi residents.

5.2. Private nonprofit organizations requesting grants must have received tax-exempt status from the Internal Revenue Service code 501(c). Proof of tax-exempt status must be provided.

5.3. Qualifying organizations must meet the definition of a cultural organization.

5.4. The Lehi City Council has sole discretion on determining which cultural organization grants to fund.

5.5. ~~PARC funds should not be the sole source of funding received by applicant organizations.~~Applicant organizations must demonstrate that PARC funding is not their sole source of financial support and shall identify other existing or anticipated revenue sources that contribute to the sustainability of their programs and operations.

5.6. Priority will be given to organizations that can solicit and receive matching funds. Priority will be given to organizations that can demonstrate a strong connection to the community, have a substantial track record and show a stable history.

5.7. New cultural organizations may only receive a minimal amount, established by the Lehi City Council, until the organization can provide financial and evaluation reports to justify more substantial funding.

5.8. Qualifying organizations must have a stable financial history. Weak or negligent financial management could be grounds for exclusion.

5.9. Organizations applying for Major Grants of $10,001 or more may be awarded up to 50% of their total qualifying operating expenses as defined in these policies and procedures.

5.9.1. Organizations will not qualify to receive Major Grants of $10,001 or more unless they demonstrate a significant presence in Lehi City. ~~Priority will be given to organizations who manage and are located in Lehi City.~~

5.9.2. Volunteer hours may be counted towards an organization's qualifying operating expenses so long as the volunteering was done with the purpose of advancing and preserving culture or arts. Volunteer hours shall be calculated at the hourly rate determined by the ~~Indepentent~~Independent Sector's most recent Value of Volunteer Time Report for the State of Utah and shall be included as part of the recorded qualifying operating expenses. Volunteer hours shall be documented and provided as a part of the application.

5.10. Organizations applying for Minor Grants may be awarded no greater than $10,000 as defined in these policies and procedures.

5.10.1. Organizations will not qualify to receive Minor Grants unless they have a significant presence in Lehi City. ~~Preference will be given to applicants who manage and are located in Lehi City.~~

5.10.2. Any applicant receiving $10,001 or more in PARC grants, even if the $10,001 threshold is reached through multiple Minor Grants, shall be treated as a Major Grant recipient and must comply with all rules and regulations related to Major Grants.

5.11. Qualifying organizations requesting amounts of $10,001 or more shall be required to provide financial reports for their organizations prepared by a Utah licensed certified public accountant/firm according to the following schedule (subject to annual adjustment/indexing by the Lehi City Council):

5.11.1. $10,001 to $99,999 – a compilation report for the most recently completed fiscal year;

5.11.2. $100,000 to $499,999 – a review of the most recently completed fiscal year plus a compilation report for the previous two fiscal years;

~~5.11.3.~~ $500,000 or more – a review for the most recently completed fiscal year and the two previous fiscal years.

~~6. Parks, Arts, Recreation, and Culture (PARC) Advisory Committee Selection Process~~

~~6.1. According to Lehi City Code, the Mayor shall appoint, and the Lehi City Council approve, a Parks, Arts, Recreation, and Culture (PARC) Advisory Committee consisting of seven (7) voting members. Other nonvoting members of the committee may be appointed by the mayor as needed. The Committee shall consist of the following:~~

- ~~Two Lehi City staff members;~~
- ~~Five at-large positions made up of Lehi City residents~~

~~6.2. The at-large members shall serve a term of three years. The initial appointment of committee members will appoint two members for two-year terms and three members for three-year terms. This will ensure staggered appointments to provide continuity to the committee.~~

~~6.3. No member may serve more than three consecutive terms~~

~~6.4. In the event that a vacancy shall occur during the term of any member, a successor shall be appointed for the remaining portion of the term.~~

~~6.5.~~5.11.3. ~~The Mayor shall review all applications and present the name or names of potential committee members to the Lehi City Council for their approval.~~

~~7.~~6. Funding Decision Process

~~7.1.~~ The Lehi City Council shall review all PARC Community Grant applications and consider the proposed projects, community needs, suggested funding areas, recommended funding amounts, and other relevant factors. ~~The PARC Advisory Committee shall review all grants and provide the Lehi City Council with recommendations on projects, needs, suggested funding areas, recommended grants, needed facilities, etc. The Lehi City Council will consider the recommendations and make the final determination in distributing the PARC funds.~~

~~7.2.~~6.1. ~~The PARC Advisory Committee~~City staff will evaluate all grant applications for eligibility on a broad spectrum of cultural arts disciplines including visual arts, performing arts, literary arts, historic preservation, arts education, etc.

~~7.3.~~6.2. Grant selection is competitive. The Lehi City Council will make the final decision and approval authority for all grant applications. In conformance with these policies and guidelines, the Lehi City Council reserves the right to award all or portions of requested grants or reject all or portions of any grants. Submittal of a grant application and/or award of grant is not a guarantee of future funding.

6.3. The fact that a project was previously qualified for funding does not guarantee that it will be qualified for subsequent funding unless so authorized in the original grant.

~~7.4.~~6.4. The distribution of PARC tax funding may be in an amount up to 30% for the Community Grant Program. The remaining amount will be available for City parks and recreational facilities.

~~7.5. As established by the Lehi City Council, distribution for PARC tax allocation will be as follows:~~

~~8.~~7. Application Process

~~8.1.~~7.1. Applications for funding under Utah Code Ann. 59-12-1403, and these policies and procedures shall be provided by the PARC Program.

8.2.7.2. The PARC Program shall issue public notice detailing the date, time, and place of availability of application forms, deadline for filing completed applications for PARC funding and all Lehi City Council meeting dates for PARC grant consideration.

8.3.7.3. All requests for funds must be submitted on an official application provided by the Lehi City PARC Program.

8.4.7.4. An application must be accurate, complete and all supplemental information included. It is not the responsibility of PARC Program staff to contact the applicants regarding information missing from their application. In the interest of the program, staff may notify applicants of deficiencies. If this occurs all applicants shall be treated equitably and notified of similar deficiencies.

8.5.7.5. Applications, including all required attachments, must be submitted prior to the deadline identified within the body of the application. Applications received after the deadline will not be accepted.

8.6.7.6. Fiscal information within the application and required ~~as~~ attachments shall be reviewed for compliance with fiscal requirements of the PARC Program by the City's ~~accounting~~ staff prior to the Lehi City Council's consideration of qualifying organizations.

8.7.7.7. Qualifying applicants may be required to make a brief presentation and discuss the merits of their proposals with the ~~PARC Advisory Committee~~Lehi City Council. No additional materials will be accepted at these presentations unless requested by the ~~committee~~Council.

8.8.7.8. The Lehi City Council will review the application and accompanying material and shall identify and approve qualifying applicants per Utah Code Ann. 59-12-701 and these policies and procedures.

8.9.7.9. The Lehi City Council shall make final determination as to the amount of program funds to be distributed to each organization based upon these policies and procedures and the application and accompanying information. The names of organizations and the amount of funds each is to receive shall be presented by the Lehi City Council at a public meeting.

8.10.7.10. The PARC Program shall provide notice to applicants regarding the Lehi City Council's decisions as soon as reasonably possible, including the amount each qualifying group shall receive based on verified expenditures; and which, if any, groups were disqualified or denied funding.

9.8. Distribution of Funds

9.1.8.1. Qualifying organizations will be required to enter into a contractual agreement with Lehi City prior to receiving funds. Said contracts shall include:

- 9.1.1.8.1.1. A detailed planned use schedule of expenditures;
- 9.1.2.8.1.2. A beginning and ending date for the project;
- 9.1.3.8.1.3. Dates for required reporting, including interim reports as needed;
- 9.1.4.8.1.4. A clause that allows Lehi City to verify application, evaluation report, and use of funds information if requested; and
- 9.1.5.8.1.5. Consequences of the failure to use PARC funds as required.

9.2.8.2. Said contracts must be returned to the City prior to any distribution of PARC Tax funds to the entity or organization.

9.3.8.3. Funds under this program shall be disbursed based upon the City's fiscal year which runs July 1 through June 30 of the following calendar year.

~~10.~~9. Credit to the PARC Program

~~10.1.~~9.1. Each recipient organization shall use their best efforts to ensure that all brochures, news releases, programs, publications, and other printed material bear the PARC logo, identifying an organization's use of PARC funding where projects, performances or other activities are funded in full or in part by the Lehi City PARC Program.

~~10.2.~~9.2. The PARC logo should not be reproduced smaller than 1 inch by 1.25 inches in size.

~~10.3.~~9.3. Recipients of PARC funding that provide waived or discounted admission must publicly announce (in some manner) that the event or activity has been sponsored by the Lehi City PARC Program.

~~11.~~10. Reporting Requirements

~~11.1.~~10.1. Each recipient shall be required to submit an evaluation report detailing how it expended the funds it received pursuant to these policies and procedures.

~~11.2.~~10.2. Interim reports may also be required as specified in the contract with Lehi City.

~~11.3.~~10.3. Deadlines for submission of all reports shall be specified in the contract with Lehi City.

~~11.4.~~10.4. Future PARC funding may be withheld due to inadequate, incomplete, or non-submitted reports.

Revised

Lehi City Parks, Arts, Recreation, & Culture
PARC Program Guidelines

Background

On November 2, 2021, a majority of Lehi City voters approved a ~~1/10th of 1% increase~~0.1% (one cent per $10 spent) in ~~the~~ local sales and use tax ~~as a means of enhancing funding for recreational and cultural facilities and cultural organizations within Lehi City~~to enhance funding for recreational facilities and amenities, park facilities, cultural facilities, and arts facilities and organizations within Lehi City. The ballot proposition specified that the tax would be imposed on purchases within Lehi City, regardless of the purchaser's place of residence.

The proposition further outlined that PARC funding may be used for both capital improvements and operations of publicly owned or operated amenities, including but not limited to parks, playing fields and courts, park amenities, visual and performing art facilities, cultural facilities, and trails and bike paths. Additionally, funding may be used to support city and nonprofit organizations that provide cultural and arts programming, including but not limited to youth groups, museums, theater groups, festivals, heritage initiatives, and other arts and cultural programs.

The Lehi City Council enacted the tax by ordinance on November 16, 2021, and the tax ~~goes into~~took effect April 1, 2022, and will ~~be in~~remain in effect through March 31, 2032.

Known as the Parks, Arts, Recreation, and Culture (PARC) tax~~, hereafter, PARC,~~, all funds collected ~~are to~~shall be used for eligible facilities and organizations consistent with the approved 2021 ballot proposition, Lehi City Code, and Utah Code Ann. 59-12-1401.

Program Purpose

The purpose of the PARC Program is to provide funding for City recreational parks and facilities, as well as the Community Grant ~~p~~Program. The Community Grant Program ~~is to~~ supports ~~recreational and~~ cultural facilities and ~~cultural~~ organizations that ~~enrich the overall~~enhance the quality of life for residents throughout Lehi City. Funding for the program is derived from the collection ~~through the imposition, collection, and distribution~~ of a ~~a 1/10th of 1~~0.1% local~~city~~ sales and use tax authorized by voters.

The allocation of PARC tax revenues between City parks and recreational facilities and the PARC Community Grant Program shall be determined by the Lehi City Council. The City Council may allocate up to 30% of available PARC tax revenues to the PARC Community Grant Program, with the remaining PARC tax revenues available for City parks and recreational facilities, subject to the City Council's final allocation.

This policy establishes guidelines governing both uses of PARC funds. ~~,~~The PARC Community Grant Program is committed to ~~providing~~ ensuring fair and equitable access to PARC funding through transparent and competitive grant opportunities.

1. Policy

This Policy is intended to provide guidance for the administration and allocation of PARC Tax revenues. Nothing in this Policy shall be construed to limit the legislative authority of the Lehi City Council. Consistent with Utah Code § 59-12-1403 and the Lehi City Code, the City Council retains final authority to determine the allocation and distribution of PARC Tax revenues.

The Lehi City Council shall ~~distribute~~ allocate~~the entire amount of~~ all revenues and interest collected from ~~as a result of the imposition of~~ the local sales and use tax, known as the PARC tax, in ~~a manner consistent~~accordance with the 2021 ballot proposition and Utah Code Ann. 59-12-~~-~~1403~~,~~. PARC tax revenues may be used ~~which allow~~ for the following:

1.1. ~~granting to one or more eligible organizations or facilities;~~To fund capital improvements and operations of publicly owned and operated amenities such as recreational facilities, parks, playing fields and courts, park amenities, visual and performing art facilities, cultural facilities, and trails and bike paths.

~~1.2.~~ To provide grants to private nonprofit cultural organizations operating in Lehi whose primary purpose is the advancement or preservation of natural history, arts, music, theater, dance, literature, heritage, a motion picture, storytelling, or other cultural art or event.~~granting for an eligible facility located within the geographic area of entities that are~~

1.2. ~~party to an interlocal agreement; and,~~

~~1.3.~~ A~~retaining a~~ portion of the tax collected, not to exceed 1.5%, may be retained for the cost of

1.3. administering the PARC Community Grant ~~p~~Program.

2. Definitions

2.1. Administrative Unit – a division of a private nonprofit organization or institution that would, if it were a separate entity, be a cultural organization; and consistently maintains books and records separate from those of its parent organization.

2.2. Application Form – the documents specified by the PARC Program of Lehi City for use by entities and organizations which request funds pursuant to this Policy, including any required attachments and supporting documents.

2.3. Compilation Report – financial statement of an organization, prepared by a Utah licensed Certified Public Accountant.

2.4. Cultural Facility – any publicly owned or operated museum, theater, art center, music hall, or other cultural or arts facility.

2.5. Cultural Organization – a private nonprofit organization or institution having as its primary purpose the advancement and preservation of: (1) natural history; (2) art; (3) music; (4) theater; (5) dance; or (6) cultural arts, including literature, a motion picture, or storytelling; and an administrative unit. Cultural organization does not include any agency of the state; any political subdivision of the state; any educational institution whose annual revenues are directly derived more than 50% from state funds; or any radio or television broadcasting network or station, cable communications system, newspaper, or magazine.

2.6. Institution – an institution of higher education listed in Utah Code Ann. Subsection 53B-1-102(1)(a).

2.7. Nonprofit – an organization or corporation that is certificated by the Internal revenue Service as an organization qualifying under § 501 (c) of the Internal Revenue code.
2.8. Publicly Owned – owned by a governmental agency.
2.9. Qualifying Facilities Expenses – capital development of recreational and cultural facilities.
2.10. Qualifying Operating Expenses – this definition applies to cultural organizations. An organization's total expenditures for ongoing operations for an identifiable fiscal year as documented by certified financial records (as allowed by Generally Accepted Accounting Principles, GAAP) less the following non-qualifying expenditures:
    2.10.1. Capital construction expenses, including capital acquisition, improvements to real property or depreciation of real property;
    2.10.2. Payments into an Endowment Corpus;
    2.10.3. Expenditures for programs conducted outside of Lehi City;
    2.10.4. Activities not available to the general public;
    2.10.5. Fundraising expenses related to capital or endowment campaigns;
    2.10.6. Repayments of loans and/or interest thereon;
    2.10.7. Expenditures for direct political lobbying on all levels;
    2.10.8. Grants – the distribution of funds to outside groups, institutions, organizations or other units;
    2.10.9. Bad Debt Expense;
    2.10.10. Depreciation and amortization of any asset;
    2.10.11. Non-deductible Tax penalties;
    2.10.12. Unrelated Business Income Tax – any operating expenses that are utilized in calculating federal unrelated business income tax; and,
    2.10.13. Cost of Goods Sold
    2.10.14. Other expenses not related to the organization's primary cultural purpose.
2.11. Qualifying Organization – a cultural organization as defined in Utah Code Ann. 59-12-702 that:
    2.11.1. maintains nonprofit status and meets the purpose of the statute; and,
    2.11.2. has a primary purpose that corresponds with the definitions for a cultural organization as described in the statute.
2.12. Recreational Facility – any city-owned park, campground, marina, dock, golf course, playground, athletic field, gymnasium, swimming pool, trail system, recreation center, or other facility used for recreational purposes.
2.13. Review – inquiry and analytical procedures applied to the financial statements of an organization, performed by a Utah licensed Certified Public Accountant.

3. General Guidelines

3.1. Funding for this program comes from local sales and use tax revenues that are collected by the State of Utah and distributed to Lehi City. All funding shall be based on actual sales and use tax receipts as received, recorded, and reconciled by the City.
3.2. PARC tax revenue may only be used for capital development of government owned or operated recreational and cultural facilities, and for the ongoing operations of nonprofit cultural organizations.

3.3. PARC funds are not an entitlement and the filing of an application for funds, no matter how complete or comprehensive, is not a guarantee that any funds will be awarded. As such, it should be clearly understood that the award of PARC funds is a competitive grant and is awarded based on merit and availability of funds of which from year to year there is no guarantee. Grants are awarded as much as possible on objective factors. The Lehi City Council will make the final decision and have approval authority for all grant applications.

3.4. The Lehi City Council may choose to allocate a percentage of the funding to various classes of applications. This may be modified annually based on revenues available and the number of organizations that apply.

3.5. Applicants may apply in collaboration with other qualifying entities.

3.6. One granting round shall be made available each year.

3.7. Grant funds shall be spent within the fiscal year granted.

3.8. The fact that a project was previously qualified for funding does not guarantee that it is qualified for subsequent funding unless so authorized in the original grant.

3.9. The Lehi City Council may use unallocated or unexpended funds from one fiscal year in another fiscal year.

3.10. All organizations receiving PARC funding shall acknowledge the funding through signage, markers, programs, etc.

4. Recreational and Cultural Facilities Projects

4.1. All funded facilities must be located in Lehi City or within the boundaries of an inter-local agreement with Lehi City.

4.2. The Lehi City Council has sole discretion on determining which recreational and cultural facility projects to fund.

5. Cultural Organization Grants

5.1. Qualifying organizations must have a significant presence within Lehi City. "Significant presence" means that a qualifying organization is headquartered or maintains its principal place of business in Lehi City and conducts a substantial and continuous portion of its operations, programming, or services within Lehi for the benefit of Lehi residents.

5.2. Private nonprofit organizations requesting grants must have received tax-exempt status from the Internal Revenue Service code 501(c). Proof of tax-exempt status must be provided.

5.3. Qualifying organizations must meet the definition of a cultural organization.

5.4. The Lehi City Council has sole discretion on determining which cultural organization grants to fund.

5.5. ~~PARC funds should not be the sole source of funding received by applicant organizations.~~Applicant organizations must demonstrate that PARC funding is not their sole source of financial support and shall identify other existing or anticipated revenue sources that contribute to the sustainability of their programs and operations.

5.6. Priority will be given to organizations that can solicit and receive matching funds. Priority will be given to organizations that can demonstrate a strong connection to the community, have a substantial track record and show a stable history.

5.7. New cultural organizations may only receive a minimal amount, established by the Lehi City Council, until the organization can provide financial and evaluation reports to justify more substantial funding.

5.8. Qualifying organizations must have a stable financial history. Weak or negligent financial management could be grounds for exclusion.

5.9. Organizations applying for Major Grants of $10,001 or more may be awarded up to 50% of their total qualifying operating expenses as defined in these policies and procedures.

5.9.1. Organizations will not qualify to receive Major Grants of $10,001 or more unless they demonstrate a significant presence in Lehi City. ~~Priority will be given to organizations who manage and are located in Lehi City.~~

5.9.2. Volunteer hours may be counted towards an organization's qualifying operating expenses so long as the volunteering was done with the purpose of advancing and preserving culture or arts. Volunteer hours shall be calculated at the hourly rate determined by the ~~Indepentent~~Independent Sector's most recent Value of Volunteer Time Report for the State of Utah and shall be included as part of the recorded qualifying operating expenses. Volunteer hours shall be documented and provided as a part of the application.

5.10. Organizations applying for Minor Grants may be awarded no greater than $10,000 as defined in these policies and procedures.

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6.1. According to Lehi City Code, the Mayor shall appoint, and the Lehi City Council approve, a Parks, Arts, Recreation, and Culture (PARC) Advisory Committee consisting of seven (7) voting members. Other nonvoting members of the committee may be appointed by the mayor as needed. The Committee shall consist of the following:

- Two Lehi City staff members;
- Five at-large positions made up of Lehi City residents

6.2. The at-large members shall serve a term of three years. The initial appointment of committee members will appoint two members for two-year terms and three members for three-year terms. This will ensure staggered appointments to provide continuity to the committee.

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8.1. Applications for funding under Utah Code Ann. 59-12-1403, and these policies and procedures shall be provided by the PARC Program.

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8.8. The Lehi City Council will review the application and accompanying material and shall identify and approve qualifying applicants per Utah Code Ann. 59-12-701 and these policies and procedures.

8.9. The Lehi City Council shall make final determination as to the amount of program funds to be distributed to each organization based upon these policies and procedures and the application and accompanying information. The names of organizations and the amount of funds each is to receive shall be presented by the Lehi City Council at a public meeting.

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9.1. Qualifying organizations will be required to enter into a contractual agreement with Lehi City prior to receiving funds. Said contracts shall include:

9.1.1. A detailed planned use schedule of expenditures;

9.1.2. A beginning and ending date for the project;

9.1.3. Dates for required reporting, including interim reports as needed;

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9.2. Said contracts must be returned to the City prior to any distribution of PARC Tax funds to the entity or organization.

9.3. Funds under this program shall be disbursed based upon the City's fiscal year which runs July 1 through June 30 of the following calendar year.

10. Credit to the PARC Program

10.1. Each recipient organization shall use their best efforts to ensure that all brochures, news releases, programs, publications, and other printed material bear the PARC logo,

identifying an organization's use of PARC funding where projects, performances or other activities are funded in full or in part by the Lehi City PARC Program.

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11.1. Each recipient shall be required to submit an evaluation report detailing how it expended the funds it received pursuant to these policies and procedures.

11.2. Interim reports may also be required as specified in the contract with Lehi City.

11.3. Deadlines for submission of all reports shall be specified in the contract with Lehi City.

11.4. Future PARC funding may be withheld due to inadequate, incomplete, or non-submitted reports.

Agenda Item No: 5.9

City Council Agenda Item Report

Meeting Date: September 8, 2026
Submitted By: Jacob Curtis
Submitting Department: Planning Division
Item Type: Ordinance
Agenda Section: Regular Agenda

Subject:
Consideration of Ordinance #36-2026, approval of a Development Code Amendment to Table 37.080, Table of Off-Street Parking Requirements, adding new parking requirements for preschools and daycares offering specialized therapy with higher student/teacher ratios.

Summary:

Attachments:

Ordinance - Table 37.080 Daycare & Preschool Development Code Amendment 09.08.26.docx

Table 37.080 Parking 1.pdf

ORDINANCE NO: 2026 - __

AN ORDINANCE AMENDING THE LEHI CITY DEVELOPMENT CODE CHAPTER 37- TABLE 37.080

WHEREAS, it has become necessary to amend Chapter 37- Table 37.080 of the Lehi City Development Code; and

WHEREAS, this amendment seeks to update the parking requirements for preschools and daycares offering specialized therapy; and

WHEREAS, following a public hearing on August 13, 2026, the Lehi City Planning Commission reviewed the proposed revisions and forwarded a positive recommendation to the City Council; and

WHEREAS, on September 8, 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 August 13, 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 37- Table 37.080 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 37- Table 37.080 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 8th day of September 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

CHAPTER 37 – TABLE 37.080
DEVELOPMENT CODE AMENDMENT
CITY COUNCIL REPORT

Applicant	Lehi City
Meeting Date	September 8, 2026
Requested Action/Purpose	Approval of a proposed amendment to the Lehi City Development Code
Date of DRC Review	July 29, 2026
Date of Planning Commission Review	August 13, 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 37 of the Development Code to accommodate the higher student/teacher ratios that are commonplace for preschools and daycares offering specialized therapy, Lehi City proposes a new off-street parking requirement to be added to Chapter 37, Table 37.080 of the Development Code. This amendment would increase the parking requirement to satisfy demand and allow for more flexibility to determine the appropriate parking requirement as these specialized services become more prevalent across Lehi.

Upon review by the DRC no additional comments were made.

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 August 13, 2026. The minutes and motion from this meeting are as follows:

Table 37.080 Parking for Daycare and Preschool
DRC Redline Comments

Lehi City – Requests review of an amendment to Table 37.080 Table of Off-Street Parking Requirements, adding new parking requirements for preschools and daycares offering specialized therapy with higher student/teacher ratios.

DRC Members Present: Glade Kirkham, Garion Rowett, Ryan Allred, Shelbey Brewer, Kim Struthers, Gary Smith, Gary Ellis, James Farnsworth, Matt Seal, Brad Wilbur
Assigned Planner: Jacob Curtis
Representatives of the Applicant Present: None
Date of Plans Reviewed: 7/29/26
Time Start: 3:33 pm
Time End: 3:34 pm

DRC REDLINE COMMENTS:
Glade – Power: No comments
Brad – Fiber: No comment
Garion – Fire: No comment
Ryan – Water/Sewer: No comment
James – Parks: No comment
Gary S. – Building/Inspections: No comments
Shelbey – Public Works: No comment
Gary E. – Engineering: No comments
Matt – Traffic: No comment
Kim – Planning: No comment

THIS ITEM WILL BE SCHEDULED FOR PLANNING COMMISSION ON AUGUST 13, 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.

Proposed Development Code Amendment – Parking Requirements for Preschools with Integrated Therapeutic Services

The Planning Division is proposing an amendment to the off-street parking requirements to establish a parking standard for commercial preschools that incorporate integrated therapeutic services, such as Applied Behavior Analysis (ABA) therapy and similar treatment programs. These facilities often operate differently than traditional preschools or daycare centers, with a significant portion of students receiving one-on-one therapy throughout the day. As a result, parking demand is driven more by employees than by parent drop-off and pick-up activity.

The proposed amendment establishes a parking requirement of one parking stall per employee on the largest shift, plus five visitor spaces, while also allowing the Planning Commission to approve an alternative parking ratio when supported by a parking demand study. This approach provides a parking standard that better reflects the operational characteristics of these hybrid facilities while maintaining flexibility for unique circumstances where documented parking demand differs from the standard requirement.

TABLE 37.080
TABLE OF OFF-STREET PARKING REQUIREMENTS
(Amended 12/12/00; 05/08/01; 10/25/05; 12/14/10; 01/13/15; 01/26/16; 08/09/16; 06/09/20; 08/23/22; 11/15/22; 06/11/24; 05/13/25; 09/09/25)

USE	PARKING SPACES REQUIRED
RESIDENTIAL USES	
Single-Family Dwelling	2 stalls per dwelling unit, and both stalls must be within a fully enclosed garage. Lots with less than 50' of frontage shall provide additional off-street parking stall(s) at a rate of one space for every three dwelling units.
Two-Family Dwelling (see Sec. 12.130 B)	2 stalls per dwelling unit. 1 stall per unit to be within a fully enclosed garage.
Three-Family Dwelling (see Sec. 12.130 B)	2 stalls per dwelling unit. 1 stall per unit to be within a fully enclosed garage.
Four-Family Dwelling (see Sec. 12.130 B)	2 stalls per dwelling unit. 1 stall per unit to be within a fully enclosed garage.
Multi-Family Dwellings – One bedroom or less (>4 dwelling units) (see Sec. 12.130 B)	1 stall per dwelling unit which must be within an enclosed garage or parking structure 1 additional parking stall per 3 dwelling units. All additional off-street parking must be within 300 feet of the assigned units.
Multi-Family Dwellings – Two or more Bedrooms (>4 dwelling units) (see Sec. 12.130 B)	2 stalls per dwelling unit, one of which must be within an enclosed garage or parking structure. 1 additional parking space per 3 dwelling units. All additional off-street parking must be within 300 feet of the assigned units.
Townhouses (see Sec. 12.130 B)	2 stalls per dwelling unit, one of which must be within an enclosed garage or underground parking structure. 1 additional parking space per 3 dwelling units if unit is adjacent to on street parking. 1 additional parking space per 2.5 dwelling units if unit is not adjacent to on street parking. All additional off-street parking must be within 250 feet of the assigned units.
Condominiums (see Sec. 12.130 B)	2 stalls per dwelling unit, one of which must be within a fully enclosed garage or underground parking structure. 1 additional parking space per 3 dwelling units if unit is adjacent to on street parking. 1 additional parking space per 2 dwelling units if unit is not adjacent to on street parking. All additional off-street parking must be within 200 feet of the assigned units.

USE	PARKING SPACES REQUIRED
Clubhouse	1 space per 300 square feet of clubhouse area 1 stall per 200 square feet of pool area (if applicable) The accessibility to on-street parking and lower density of housing next to the clubhouse may allow for a reduction in the number of stalls. The applicant shall provide justification for a reduction and the Traffic Engineer will give a recommendation. All parking reductions shall require Planning Commission approval.
Manufactured Home	2 stalls per dwelling unit.
Group Homes	1 stall per each 4 residents plus 1 for each 2 employees during regular hours.
Nursing Home	1 stall for each 4 patient beds plus 1 for each employee during regular hours.
Assisted Living Facility	1 stall for each 2.25 patient beds.
Retirement Home/Center	1 stall for every 1.5 sleeping unit plus 1 for each employee during regular hours.
PUBLIC/CIVIC USES	
Churches	1 stall for every 4 seats in the assembly area.
Civic/Public Buildings/Public Facilities/Museums	As approved by the Zoning Administrator following recommendation by the Reviewing Departments.
Elementary Schools	2 ½ stalls per Classroom.
Junior High Schools	3 stalls per Classroom.
High Schools	1 stall per Staff member, plus 10% of Staff parking for Visitors, plus spaces for 40% of student population at capacity or current enrollment whichever is greater.
Parks, Playgrounds, Sports Fields, Open Space, Golf Courses, Trails and Greenways	As approved by the Zoning Administrator following recommendation by the Reviewing Departments.
NON RESIDENTIAL/OTHER USES	
Athletic Instruction, including Dance, Gymnastics, and Martial Arts	1 stall per each 300 square feet of gross floor area.
Automobile Sales	1 stall per each 500 square feet of gross showroom area plus 1 space per employee in addition to inventory stalls.
Automobile Service and Repair	4 stalls per service bay.
Bed And Breakfast Inn	1 stall per each sleeping unit plus 1 for each employee during regular hours.

USE	PARKING SPACES REQUIRED
Commercial Recreational Facility – Without tournament seating	1 stall per each 500 square feet of gross floor area.
Commercial Recreational Facility – With tournament seating	1 stall per each 500 square feet of gross floor area plus 1 stall per each 3 seats at maximum capacity.
Corporate Offices, Professional Offices, Business Offices and Financial Institutions	1 stall for each 300 square feet of gross floor area.
Day-care (in home)	2 stalls.
Day-care (commercial)	1 stall per each 300 square feet of gross floor area.
Preschool (commercial) with Integrated Therapeutic Services	1 parking stall per employee on the largest shift, plus 5 visitor spaces, or as otherwise approved by the Planning Commission based on a parking demand study.
Funeral Homes	20 stalls or 1 stall for each 30 square feet in all assembly areas.
Hospitals	1 stall for each two patient beds plus 1 space for each employee during regular working hours.
Hospitals – Small Animal	1 stall for each 300 square feet of gross floor area.
Hotels/Motels	1 stall for each sleeping unit plus 1 space for each employee during regular working hours.
Manufacturing, Industrial, Wholesale establishments	1 stall for each person employed during regular working hours and adequate spaces for all company owned vehicles and visitors.
Medical Clinics	1 space for each 250 square feet of gross floor area.
Night Club	1 stall for each 300 square feet of gross floor area.
Personal Services	1 stall for each 300 square feet of gross floor area.
Plant Nursery with Outdoor Display	10 stalls per acre.
Research and Development Facilities/Medical or Dental Laboratory	1 stall for each 300 square feet of gross floor area.
Restaurants Dine-in/Brew Pub	1 stall for each 2.5 seats plus 0.5 spaces per employee on the largest shift (minimum of 5 employee spaces).
Restaurants – Drive-thru (Food establishment with large proportion of take-out business)	1 stall per 150 square feet of gross floor area (does not include drive thru stalls or waiting areas).
Retail Stores	1 stall for each 300 square feet of gross floor area.
Schools – Vocational and Technical	1 stall for each employee plus 1 stall per each 3 students at maximum capacity.

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USE	PARKING SPACES REQUIRED
Short Term Rentals	1 stall per bedroom, not in tandem configuration.
Sports Fields, Sporting Facilities, Arenas	1 stall for every 3 seats at maximum capacity or as approved by the Planning Commission.
Theaters, Sports Arenas, Public Assembly Areas	1 stall for each 3 seats at the maximum seating capacity or as approved by the Planning Commission.
Other non-residential uses not otherwise listed	1 stall per each 500 square feet of gross floor area or as approved by the Planning Commission.
MIXED USES	
Mixed Use – Residential/Commercial	Required parking based on total of combined uses with up to 30% reduction upon Planning Commission approval and a recommendation by a licensed traffic engineer. In cases with more than one owner or where uses exist with different peak use periods, a shared parking agreement may be required.
Transit Oriented Development – As defined by Chapter 38 of the Development Code	Required parking based on total of combined uses with up to 50% reduction upon Planning Commission approval and a recommendation by a licensed traffic engineer. In cases with more than one owner or where uses exist with different peak use periods, a shared parking agreement may be required.

Agenda Item No: 5.10

City Council Agenda Item Report

Meeting Date: September 8, 2026
Submitted By: Teisha WIlson
Submitting Department:
Item Type: Resolution
Agenda Section: Regular Agenda

Subject:
Consideration of Resolution #2026-55, granting Zayo a Nonexclusive Franchise to operate a telecommunications network in Lehi City and approving the agreement.

Summary:

Attachments:

Resolution-Zayo Franchise Agreement.docx

Agreement-Zayo Telecommunications Franchise.docx

LEHI CITY

RESOLUTION 2026-

A RESOLUTION GRANTING ZAYO GROUP LLC A NONEXCLUSIVE FRANCHISE TO OPERATE A TELECOMMUNICATIONS NETWORK IN LEHI CITY PURSUANT TO A FRANCHISE AGREEMENT SPECIFYING ZAYO GROUP LLC'S RIGHTS AND DUTIES UNDER THE FRANCHISE

WHEREAS, federal and state law, and Title 8 Chapter 1 of the Lehi City Code provide for the operation of a telecommunications network in the City of Lehi, Utah by franchise agreement; and,

WHEREAS, Lehi City and Zayo Group LLC ("Zayo") desire to enter into a nonexclusive franchise agreement granting to Zayo the right and privilege to operate a telecommunications network in Lehi, Utah; and,

WHEREAS, Lehi City and Zayo have negotiated a nonexclusive franchise agreement setting forth Zayo's rights and duties with respect to its operation of a telecommunications network in Lehi, Utah (a copy of which is attached hereto as "Exhibit A"); and,

WHEREAS, on the 8th day of September, 2026, the Municipal Council held a duly noticed public meeting to receive public comment and ascertain the facts regarding this matter, which facts and comments are found in the meeting record; and,

WHEREAS, after considering the facts and comments presented to the Municipal Council, the Council finds: (i) that it should approve the attached Franchise Agreement and thereby grant to Zayo a franchise to operate a telecommunications network in Lehi, Utah; and (ii) such action furthers the health, safety and welfare of the citizens of Lehi.

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

PART I:

The attached Franchise Agreement between Lehi City and Emery Telcom is hereby approved; the mayor is authorized to execute the Agreement on behalf of Lehi City; and Zayo is granted a franchise to operate a telecommunications network in Lehi, Utah, pursuant to the Franchise Agreement.

PART II:

This resolution shall take effect immediately.

Approved and Adopted by the City Council of Lehi City this 8th day of September, 2026.

ATTEST:

_____ _____

Paul Binns, Mayor Teisha Wilson, City Recorder

EXHIBIT "A"

LEHI CITY AND ZAYO GROUP LLC,
TELECOMMUNICATIONS FRANCHISE AGREEMENT

THIS FRANCHISE AGREEMENT (hereinafter "Agreement") is entered into as of the _____ day of _____, 2026, by and between the City of Lehi, Utah (hereinafter "City"), a municipal corporation and political subdivision of the State of Utah, with principal offices at 153 North 100 East, Lehi, Utah, and Zayo Group, LLC, a Delaware limited liability company, (hereinafter "Company"), with its principal offices at: 1401 Wynkoop Street, Suite 500, Denver CO 80202. City and Company are herein collectively referred to as "Parties" and separately as "Party".

WITNESSETH:

WHEREAS, the Company desires to provide telecommunications services within the City and in connection therewith to establish a telecommunications network in, under, along, over and across present and future rights-of-way of the City, consisting of telecommunication lines, cables, and all necessary appurtenances ("System"); and

WHEREAS, Lehi City Code Title 8 Chapter 1 "Telecommunications Use of Rights-of-Way" provides for the use of the City's rights of way for the installation, construction, and maintenance of systems in the City's rights-of-way; and

WHEREAS, the CITY, in exercise of its management of public rights-of-way, believes that it is in the best interest of the public to provide the Company a nonexclusive franchise to operate a telecommunications network in the City.

WHEREAS, the City and Company have negotiated an arrangement whereby the Company may provide its services within the City pursuant to the terms and conditions outlined in this Agreement and in Lehi City Code Title 8 Chapter 1, and subject to the further reasonable regulation under its police and other regulatory power;

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the Parties contained herein, and for other good and valuable consideration, the City and the Company agree as follows:

ARTICLE 1
FRANCHISE AGREEMENT AND ORDINANCE

1.1 Agreement. Upon approval by the City Council and execution by the Parties, this Franchise Agreement shall be deemed to constitute a contract by and between the City and Company.

1.2 Ordinance. The City has adopted the Telecommunications Use of Rights-of-Way Ordinance which is incorporated herein by reference. The Company acknowledges that it has had an opportunity to read and become familiar with the Telecommunications Use of Rights-of-Way Ordinance. The Parties agree that the provisions and requirements of the Telecommunications Use of Rights-of-Way Ordinance are material terms of this Agreement, and that each Party hereby agrees to be contractually bound to comply with the terms of the Telecommunications Use of Rights-of-Way Ordinance. The definitions in the Telecommunications Use of Rights-of-Way Ordinance shall apply herein unless a different or more specific meaning is indicated in this Agreement. Nothing in this Section shall be deemed to require the Company to comply with any provision of the Telecommunications Use of Rights-of-Way Ordinance which is determined to be unlawful or beyond the scope of the City's authority.

1.3 Ordinance Amendments. The City reserves the right to amend the Telecommunications Use of Rights-of-Way Ordinance at any time provided, however, that the City shall not enact any amendments to the Telecommunications Rights-of-Way Ordinance, except as set forth in Article 5 below, that will adversely impact Company without allowing Company thirty (30) days (or such longer time as Company reasonably requests in writing if thirty (30) days is insufficient) in which to comply with the amendment. The City shall give Company notice and an opportunity to be heard concerning any proposed amendments. If there is any inconsistency between Company's rights and obligations under the Telecommunications Use of Rights-of-Way Ordinance as amended and this Agreement, the provisions of this Agreement shall govern during its term. Otherwise, the Company agrees to comply with any such amendments.

1.4 Grant of Franchise. The Telecommunications Franchise provided hereby shall confer upon the Company the nonexclusive right, privilege, and franchise to install, repair, maintain, remove, operate, upgrade, abandon and replace its telecommunications system on the surface of, and any space above or below, any public right of way including, but not limited to, public utility easements, utility strips, or rights of way dedicated for compatible uses present and future in the city in order to provide services. The franchise does not grant to the Company the right, privilege or authority to use easements granted to the City by private property owners for a specific purpose that does not expressly include a telecommunications system without Company receiving the express written permission of the private property owner; or to engage community antenna (or cable) television business; although, nothing contained herein shall preclude the Company from (i) permitting those with a cable franchise who are lawfully engaged in such business to utilize the Company's System within the City for such purposes, or (ii) from providing such service in the future if an appropriate franchise is obtained and all other legal requirements have been satisfied.

1.5 Grant Limited to Occupation. Nothing contained herein shall be construed to grant or convey any right, title, or interest in City's Public Ways to Company, nor shall anything contained herein constitute a warranty of title.

1.6 Licenses. The Company acknowledges that it has obtained the necessary approvals, licenses or permits required by federal and state law to provide telecommunication services consistent with the provisions of this Agreement and with the Telecommunications Rights-of-Way Ordinance.

1.7 Financial Capability. Company warrants that it has the financial capability to construct, maintain, and operate a telecommunications network and to otherwise comply with the provisions of this Agreement.

1.8 Relationship. Nothing herein shall be deemed to create a joint venture or principal-agent relationship between the Parties, and neither Party is authorized to, nor shall either Party act toward third persons or the public in a manner that would indicate any such relationship.

1.9 Pole Attachments/Conduit. The Franchise does not grant Company the right to use City poles, conduit, or other facilities. The use of such facilities shall be governed by a separate joint facilities agreement.

ARTICLE 2
FRANCHISE FEE

2.1 Franchise Fee. (a) For and in consideration of the Franchise, and as fair and reasonable compensation for the use by the Company of the City's Right-of-Way, the Company agrees to pay an annual franchise fee of 3.5% of gross receipts (the "Franchise Fee"), an amount equal to the municipal telecommunications license tax (the "Municipal Telecommunications Tax") authorized pursuant to the Utah Municipal Telecommunications License Tax Act, Title 10, Chapter 1, Part 4, Utah Code Annotated 1953, as amended (the "Municipal Telecommunications Tax Act"), and imposed and levied pursuant to Utah State Code, Title 3, Chapter 10. Such Franchise Fee shall be calculated in the manner provided in the Municipal Telecommunications Tax Act, and shall be paid by the Company to the Utah State Tax Commission, as agent for the City under an Interlocal Cooperation Agreement by and among the City, the Utah State Tax Commission, and others, at the times and in the manner prescribed in the Municipal Telecommunications Tax Act, and any rules and regulations promulgated thereunder. All payments shall be made to the Utah State Tax Commission, whose current address is as follows:

Utah State Tax Commission
210 North 1950 West
Salt Lake City, Utah 84134

Payments are due to the Utah State Tax Commission within forty-five (45) days after receipt by Company. Interest will accrue on late payments at the rate of one and one-half (1 ½) percent per month until paid. Compliance by the Company with the terms and provisions of the Municipal Telecommunications Tax Act, and any rules and regulations promulgated thereunder, shall satisfy all requirements of this Agreement with respect to the calculation and payment of the Franchise Fee.

(b) The City and the Company agree to negotiate in good faith any amendments to this Agreement as shall be necessary to accommodate the change in the Franchise Fee, including payment provisions; provided such new or changed provisions shall conform substantially with the provisions contained in any permits held by other similarly situated companies.

(c) The Company represents to the City that one of the purposes for entering into this Agreement is to obtain authority to build and/or operate a network within the City to provide telecommunications services to customers within the City.

2.2 Equal Treatment. City agrees that if any service forming part of the base for calculating the franchise fee under this Agreement is, or becomes, subject to competition from a third party, the City will either impose and collect from such third party a fee or tax on

Gross Revenues from such competing service in the same percentage specified herein, plus the percentage specified as a utility revenue tax or license fee in the then current ordinances of the City, or waive collection of the fee provided for herein that are subject to such competition.

ARTICLE 3
TERM AND RENEWAL

3.1 Term and Renewal. The franchise granted to Company shall be for a period of ten (10) years commencing on the date first set forth above in this Agreement, unless this Franchise be sooner terminated as herein provided. At the end of the initial ten (10) year term of this Agreement, the franchise granted herein may be renewed by the Company upon the same terms and conditions as contained in this Agreement for an additional five (5) year term, by providing to the City's representative designated herein written notice of the Company's intent to renew not less than ninety (90) calendar days before the expiration of the initial franchise term.

3.2 Rights of Company Upon Expiration or Revocation. Upon expiration of the Franchise granted herein, whether by lapse of time, by agreement between the Company and the City, or by revocation or forfeiture, the Company shall have the right to remove from the Rights-of-Way any and all of its System, but in such event, it shall be the duty of the Company, immediately upon such removal, to restore the Rights-of Way from which such System is removed to as good condition as the same was immediately before the removal was effected, normal wear and tear excepted.

3.3 Rights of City Upon Expiration or Revocation. Subject to applicable federal and state law, upon expiration of the term of this Franchise, forfeiture, or lawful revocation of this Franchise, and if no renewal, replacement or extension thereof is agreed upon, Company may, at the discretion of the City Council, be required, in part or entirely, to remove all its wires, poles, fixtures, and other facilities or equipment installed or used in the enjoyment of the Franchise or the Parties may mutually agree to abandon Company's facilities in place.. Alternatively, the removal, or sale of such facilities and equipment may be directed, limited, or conditioned by the City by agreement or through means of other lawful municipal power or right. The City may continue to invoke any or all provisions of this Franchise against Company or any successor entity enjoying de facto franchise privileges after expiration or revocation. The City and the Company will work together to take all other actions deemed necessary and proper by the City to accommodate the transition to any successor as may be in the best interest of the City or its inhabitants and the Company.

ARTICLE 4
USE AND RELOCATION OF FACILITIES IN THE PUBLIC RIGHT-OF-WAY.

4.1 Franchise Rights to Use the Public Right-of-Way. The Company shall have the right to use the public right-of-way within the City to construct and maintain its network subject to the conditions set forth in this Agreement, including the provisions of Chapter 8.1; provided, however, that the Company shall not, pursuant to this Agreement, place any new poles, mains, cables, structures, pipes, conduits, or wires on, over, under, or within any right-of-way, City park, pleasure ground, or other recreational area currently existing or developed in the future without a permit from the City. Nothing contained herein shall preclude the City from granting a revocable permit for such purpose.. Company specifically understands and acknowledges that certain City easements and rights-of-way may be prescriptive in nature, and that nothing in this Franchise extends permission to use the easement or right-of-way beyond the extent that the City may have acquired, and such easements and rights-of-way may be subject to third party prior or after-acquired interests. Company is cautioned to examine each individual easement and right-of-way and the legal arrangement between the City and adjacent property owners. The City assumes no duty or obligation to defend any interest in any easement or right-of-way and Company remains solely responsible to make any arrangements required as a result of other persons claiming an interest in the City easement or right-of-way.

4.2 Company Duty to Relocate; Subordination to City Use. Whenever the City, for any lawful public purpose, shall require the relocation or reinstallation of any property of the Company or its successors in any of the streets, alleys, rights-of-way, or public property of the City, it shall be the obligation of the Company, upon notice of such requirement and written demand made of the Company, to remove and relocate or reinstall such facilities as may be reasonably necessary to meet the requirements of the City. Such relocation, removal, or reinstallation by the Company shall commence no more than thirty (30) days after of receipt of a written demand; be at no cost to the City; and accomplished no more than ninety (90) days from the receipt of a written demand. Company and its successors and assigns may maintain and operate such facilities, with the necessary appurtenances, in the new location or locations without additional payment, if the new location is a public place. Any money and all rights to reimbursement from the State of Utah or the federal government to which the Company may be entitled for work done by Company pursuant to this paragraph shall be the property of the Company. The City shall assign or otherwise transfer to the Company all rights the City may have to recover costs for such work performed by the Company and shall

reasonably cooperate with the Company's efforts to obtain reimbursement. In the event the City has required the Company to relocate its facilities to accommodate a private third party, such third party shall be required to pay the costs of relocation and the Company may require such payment in advance prior to relocating its facilities. Notwithstanding anything to the contrary herein, the Company's use of the right-of-way shall in all matters be subordinate to the City's use of the right-of-way for any public purpose. The City and Company shall coordinate the placement of their respective facilities and improvements in a manner which aims to reasonably minimize adverse impact on each other. Where placement is not otherwise regulated, the facilities shall be placed with adequate clearance from such public improvements so as not to materially and adversely impact or be impacted by such public improvements.

4.3 Duty to Obtain Approval to Move Company Property; Emergency. Except as otherwise provided herein, the City, without the prior written approval of the Company, shall not intentionally alter, remove, relocate, or otherwise interfere with any Company facilities. However, if it becomes necessary in the reasonable and informed judgment of the City to cut, move, remove, or damage any of the cables, appliances, or other fixtures of the Company because of a fire, emergency, disaster, or imminent threat thereof, these acts may be done without prior written approval of the Company. The City will provide the Company notice of its actions as soon as reasonably practicable and permit the Company to make necessary repairs promptly and without unreasonable delay. If the City requests emergency funding reimbursement from federal, state or other governmental sources, and/or if the City requests monetary damages from one or more third party causers of the emergency situation, the City shall include in its request the costs incurred by the Company to repair facilities damaged by the City in responding to the emergency. Any funds received by the City in relation to the damage of Company's facilities shall be paid to the Company within thirty (30) days of receipt of the funds.

4.4 Location to Minimize Interference. All lines, poles, towers, pipes, conduits, equipment, property, structures, and assets of the Company shall be located so as to minimize interference with the use of streets, alleys, rights-of-way, and public property by others and shall reasonably avoid interference with the rights of owners of property that abuts any of said streets, alleys, rights-of-way, or public property.

4.5 Repair of Damage. If during the course of work on its facilities, the Company causes actual and documented damage to or alters any street, alley, right-of-way, sidewalk, utility, public improvement, or other public property, the Company (at its own cost and

expense and in a manner approved by the City) shall promptly and completely restore such street, alley, right-of-way, sidewalk, utility, public improvement or other public property to its previous condition immediately preceding such damage, in accordance with applicable City ordinances, policies, and regulations relating to repair work of similar character to the reasonable satisfaction of the City. Except in case of emergency, the Company, prior to commencing work in the public way, street, or public property, shall make application for a permit to perform such work from the City Engineer or other department or division designated by the City. Such permit shall not be unreasonably withheld. The Company shall abide by all reasonable regulations and requirements of the City for such work.

4.6 Guarantee of Repairs. For a period of one year following the completion of the repair work performed pursuant to Section 4.5 the Company shall maintain, repair, and keep in good condition those portions of said streets, alleys, rights-of-way, or public property restored, repaired, or replaced to the satisfaction of the City, except to the extent damage is caused to such portions of said streets, alleys, right-of-way, or public property by a third party or the City.

4.7 Safety Standards. The Company's work, while in progress, shall be properly protected at all times with suitable barricades, flags, lights, flares, or other devices as are reasonably required by applicable safety regulations, or standards imposed by law including, but not limited to signing in conformance with the Federal and State of Utah manuals on Uniform Traffic Control Devices.

4.8 Supervision by the City.

a. The Company shall construct, operate, and maintain the network within the City in strict compliance with all laws, ordinances, rules, and regulations of the City and any other agency having jurisdiction over the operations of the Company.

b. The Company's network and all parts thereof within the City shall be subject to the right of periodic inspection by the City; provided that such inspection shall be conducted at reasonable times and upon advance reasonable notice to the Company.

4.9 Company's Duty to Remove Its Network.

a. The Company shall promptly remove, at its own cost and expense, from any public property within the City, all or any part of the network when one or more of the following conditions occur:

(1) The Company ceases to operate the network for a continuous period of (12) twelve months, and does not respond to written notice from the City within thirty (30) days after receiving such notice following any such cessation, except when the cessation of service is a direct result of a natural or man-made disaster;

(2) The Company fails to construct said network as herein provided and does not respond to written notice from the City within thirty (30) days after receiving such notice following any such failure.

(3) The Franchise is terminated or revoked pursuant to notice as provided herein.

(4) The Franchise expires pursuant to this Agreement.

b. The removal of any or all of the network by the Company that requires trenching or other opening of the City's streets shall be done only after the Company obtains prior written notice and approval from the City.

c. The Company shall receive notice, in writing from the City, setting forth one or more of the occurrences specified in Subsection 4.9 (a) above and shall have ninety (90) calendar days (or other period of time as the Parties may mutually agree to be acceptable for the required work) from the date upon which said notice is received to remove or abandon such facilities.

4.10 Notice of Closure of Streets. Except in cases of emergency, the Company shall notify the City not less than three (3) working days in advance of any construction, reconstruction, repair, or relocation of facilities which would require any street closure which reduces traffic flow to less than two lanes of moving traffic. Except in the event of an emergency, as reasonably determined by the Company, no such closure shall take place without prior authorization from the City. In addition, all work performed in the traveled way or which in any way impacts vehicular or pedestrian traffic shall be properly signed, barricaded, and otherwise protected as required by Section 4.7, above.

4.11 Agreement to Abide Construction and Technical Requirements. In addition to the provisions of this Article 4, Company expressly agrees to comply with all other provisions of Lehi City Code governing the construction and technical requirements of the System.

ARTICLE 5
POLICE POWERS

5. Police Powers. The City expressly reserves, and the Company expressly recognizes, the City's right and duty to adopt, from time to time, in addition to provisions herein contained, such ordinances and rules and regulations as the City may deem necessary in the exercise of its police power for the protection of the health, safety and welfare of its citizens and their properties.

ARTICLE 6
SEVERABILITY

6. Severability. If any section, sentence, paragraph, term or provision of this Agreement or the Telecommunications Rights-of-Way Ordinance is for any reason determined to be or rendered illegal, invalid or superseded by other lawful authority, including any state or federal, legislative, regulatory or administrative authority having jurisdiction thereof, or is determined to be unconstitutional, illegal or invalid by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such determination shall have no effect on the validity of any other section, sentence, paragraph, term or provision, all of which shall remain in full force and effect for the term of this Agreement or any renewal or renewals thereof. Provided that if the invalidated portion is considered a material consideration for entering into this Agreement, the Parties will negotiate, in good faith, an amendment to this Agreement. As used herein, "material consideration" for the City is Company's payment of Municipal Telecommunications Tax during the term of this Agreement and the City's ability to manage the Rights-of-Way in a manner similar to that provided in this Agreement, the Telecommunications Rights-of-Way Ordinance, and the City's excavation ordinance. For the Company, "material consideration" is its ability to use the Rights-of-Way for telecommunication purposes in a manner similar to that provided in this Agreement, the Telecommunications Rights-of-Way Ordinance, and the City's excavation ordinance.

ARTICLE 7
EARLY TERMINATION, REVOCATION OF FRANCHISE AND OTHER REMEDIES

7.1 Grounds for Termination. The City may terminate or revoke this Agreement and all rights and privileges herein provided for any of the following reasons:

(a) The Company fails to timely pay or provide the consideration as required under Article 2 of this Agreement and does not correct such failure within thirty (30) calendar days after receipt of written notice by the City of such failure;

(b) The Company, by act or omission, materially violates a material duty herein set forth in any particular within the Company's control, and with respect to which redress is not otherwise herein provided. In such event, the City, acting by or through its City Council, may reasonably determine, after hearing, that such failure is of a material nature, and thereupon, after written notice giving the Company notice of such determination, the Company, within sixty (60) calendar days of receipt of such notice, shall commence efforts to remedy the conditions identified in the notice and shall have ninety (90) calendar days from the date it receives notice, or such other time as may be mutually agreed upon, to remedy the conditions. After the expiration of the applicable period and failure to correct such conditions, the City may declare the franchise forfeited and this Agreement terminated, and thereupon, the Company shall have no further rights or authority hereunder; provided, however, that any such declaration of forfeiture and termination shall be subject to judicial review as provided by law, and provided further, that in the event such failure is of such nature that it cannot be reasonably corrected within the 90-day time period provided above, the City shall provide additional time for the reasonable correction of such alleged failure if the reason for the noncompliance was not the intentional or negligent act or omission of the Company; if Company is currently serving as Lehi City's incumbent local exchange carrier, Company will be allowed to continue operation while the issue is being negotiated in good faith; or

(c) The Company becomes insolvent, unable or unwilling to pay its debts; is adjudged bankrupt; or all or part of its facilities should be sold under an instrument to secure a debt and is not redeemed by the Company within sixty (60) days.

(d) In furtherance of the Company policy or through acts or omissions done within the scope and course of employment, a director or officer of the Company knowingly engages in conduct or makes a material misrepresentation with or to the City that is fraudulent or in violation of a felony criminal statute of the State of Utah.

7.2 Reserved Rights. Nothing contained herein shall be deemed to preclude the Company from pursuing any legal or equitable rights or remedies it may have to challenge the action of the City.

7.3 Remedies at Law. In the event the Company or the City fails to fulfill any of its respective obligations under this Agreement, the City or the Company, whichever the case may be, shall have a breach of contract claim and remedy against the other, in addition to any other remedy provided herein or by law; provided, however, that no remedy that would have the effect of amending the specific provisions of this Agreement shall become effective without such action that would be necessary to formally amend the Agreement.

7.4 Third Party Beneficiaries. The benefits and protection provided by this Agreement shall inure solely to the benefit of the City and the Company. This Agreement shall not be deemed to create any right in any person who is not a party and shall not be construed in any respect to be a contract in whole or in part for the benefit of any third party (other than the permitted successors and assigns of a party hereto).

ARTICLE 8
NOTICES

8.1 City Designee and Address. The Mayor or his/her designee(s) shall serve as the City's representative regarding administration of this Agreement. Unless otherwise specified herein or in the Telecommunications Use of Rights-of-Way Ordinance, all notices from the Company to the City pursuant to or concerning this Agreement, shall be delivered to the Mayor at 153 North 100 East, Lehi, Utah 84043, or such other officer and address as the City may designate by written notice to the Company.

8.2 Company Designee and Address. Unless otherwise specified herein or in the Telecommunications Use of Rights-of-Way Ordinance, all notices from the City to the Company pursuant to or concerning this Agreement, shall be delivered to:

Zayo Group, LLC
Attention: Legal – Underlying Rights
1401 Wynkoop St., Suite 500
Denver, CO 80202

with a copy to such other offices as the Company may designate by written notice to the City.

8.3 Failure of Designee. The failure or omission of the City's or Company's representative to act shall not constitute any waiver or estoppel by the City or Company.

ARTICLE 9
INSURANCE AND INDEMNIFICATION

9.1 No Liability. Except as otherwise specifically provided herein, the City shall in no way be liable or responsible for any loss or damage to property, including financial or other business loss (whether direct, indirect, or consequential), or any injury to or death of any person that may occur in the construction, operation, or maintenance by the Company of its lines and appurtenances hereunder, except to the extent of the City's negligence or willful misconduct. Notwithstanding any other provision of this Agreement, in no event shall either Party be liable for any consequential, special, incidental, punitive, indirect or similar damages.

9.2 Company Indemnification of City. The Company shall indemnify, and at the City's option defend, and hold the City, its officers, agents and employees thereof, harmless from and against any and all claims, suits, actions, liability and judgments for damages or otherwise harmless from and against claims, demands, liens, and all liability or damage of whatsoever kind to the extent arising from the exercise by the Company of the related rights, or from the operations of the Company within the City, and shall pay the costs of defense plus reasonable attorneys' fees. Said indemnification shall include, but not be limited to, the Company's negligent acts or omissions pursuant to its use of the rights and privileges of this Agreement, including construction, operation, and maintenance of telecommunications lines and appurtenances, whether or not any such use, act, or omission complained of is authorized, allowed, or prohibited by this Agreement.

9.3 Notice of Indemnification. The Company shall give prompt written notice to the Company of any claim, demand, or lien that may result in a lawsuit against the City. The City shall (a) give prompt written notice to the Company of any claim, demand, or lien with respect to which the City seeks indemnification hereunder; and (b) unless, in the City's judgment, a conflict of interest may exist between the City and the Company with respect to

such claim, demand, or lien, permit the Company to assume the defense of such claim, demand, or lien with counsel satisfactory to the City. If such defense is not assumed by the Company, the Company shall not be subject to any liability for any settlement made without its consent. Notwithstanding any provision hereof to the contrary, the Company shall not be obligated to indemnify, defend, or hold the City harmless to the extent any claim, demand, or lien arises out of or in connection with a breach by the City of any obligation under this Agreement or any negligent or otherwise tortious act or failure to act of the City or any of its officers or employees or agents.

9.4 Insurance. Company shall procure and maintain insurance against claims for injuries to persons or damages to property which may arise from, or in connection with, the exercise of the rights, privileges, and authority granted hereunder to Company, its agents, representatives, or employees. Company shall provide to the City for its inspection an insurance certificate naming the City as an additional insured as its respective interests may appear prior to the commencement of any work or installation of any telecommunication facilities. Such insurance certificate shall evidence: i) 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 $3,000,000 per occurrence and $3,000,000 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; ii) automobile liability insurance for owned, non-owned, and hired vehicles with a limit inclusive of umbrella or excess liability coverage of not less than $500,000 for each person and $1,000,000 for each incident; and workers' compensation coverage with limits prescribed by statute.

The insurance policies required by this section shall be maintained by Company throughout the term of this Agreement and during such other periods as Company is operating without a franchise or is engaged in the removal of its telecommunications system. Payment of deductibles and self-insured retentions shall be the sole responsibility of Company. The insurance certificate required by this section shall contain a clause stating that the coverage shall apply separately to each insured against whom a claim is made or against whom a suit is brought. Company's insurance shall be primary insurance with respect to the City. Any insurance maintained by the City, its officers, officials, employees, consultants, agents, and volunteers shall be in addition to Company's insurance and shall not contribute with it. The policy or policies of insurance shall be maintained by the Company in full force and effect during the entire term of the Franchise. Each policy of insurance shall contain a statement on its face that the insurer will not cancel the policy or fail to renew the policy, whether for

nonpayment of premium, or otherwise, and whether at the request of the Company or for other reasons, except after thirty (30) calendar days advance written notice mailed by the insurer to the City, and that such notice shall be transmitted postage prepaid.

9.5 City's Right to Intervene. In any suit in which the City is named as a party and seeks indemnification from the Company, and in which the City in its own reasonable discretion believes that a conflict of interest with Company exists, the City shall have the right to provide its own defense in connection with the same. In such event, in addition to being reimbursed for any such judgment that may be rendered against the City which is subject to indemnification hereunder, together with all court costs incurred therein, the Company shall reimburse the City for all reasonable attorney's fees, including those employed by the City in such case or cases, as well as all reasonable expenses incurred by the City by reason of undertaking the defense of such suit or suits, whether such suit or suits are successfully defended, settled, compromised, or fully adjudicated against the City.

9.6 No Creation of a Private Cause of Action. The provisions set forth herein are not intended to create liability for the benefit of third parties but is solely for the benefit of the Company and the City. In the event any claim is made against the City that falls under these indemnity provisions and a Court of competent jurisdiction should adjudge, by final decree, that the City is liable therefore, the Company shall indemnify and hold the City harmless of and from any such judgment or liability, including any court costs, expenses, and attorney fees incurred by the City in defense thereof. Nothing herein shall be deemed to prevent the parties indemnified and held harmless herein from participating in the defense of any litigation by their own counsel at their own expense. Such participation shall not under any circumstances relieve the Company from its duty of defense against liability or paying any judgment entered against such party.

9.7 Performance Bonds and Other Surety. To ensure completion of the Company's performance of its obligations hereunder, Company shall furnish to the City a performance bond from an insurer or guarantor that is acceptable to the City.

ARTICLE 10
REMEDIES

10.1 Duty to Perform. The Company and the City agree to take all reasonable and necessary actions to assure that the terms of this Agreement are performed.

10.2 Remedies at Law. In the event the Company or the City fail to fulfill any of their respective obligations under this Agreement the City or the Company, whichever the case may be, shall have a breach of contract claim and remedy against the other in addition to any other remedy provided by law, provided that no remedy that would have the effect of amending the specific provisions of this Agreement shall become effective without such action that would be necessary to formally amend the Agreement.

10.3 Force Majeure. The Company shall not be held in default or noncompliance with the provisions of the Franchise, nor suffer any enforcement or penalty relating thereto, where such noncompliance or alleged defaults are caused by strikes, acts of God, power outages, or other events reasonably beyond its ability to control, but the Company shall not be relieved of any of its obligations to comply promptly with any provision of this Franchise contract by reason of any failure of the City to enforce prompt compliance. Nothing herein shall be construed as to imply that City waives any right, payment, or performance based on future legislation where said legislation impairs this contract in violation of the United States or Utah Constitutions.

ARTICLE 11
TRANSFER OF FRANCHISE

11.1 Written Approval Required. The Company shall not transfer or assign the Franchise or any rights under this Agreement to another entity, unless the City shall first give its approval in writing, which approval shall not be unreasonably withheld or delayed; provided however, that the Company may fully assign the Franchise to its corporate parent, a corporate affiliate or a subsidiary, and also that inclusion of the Franchise as property subject to the liens of the Company's mortgages or other security interests shall not constitute a transfer or assignment. Any attempted assignment or transfer other than those permitted under this section without such prior written consent shall constitute a default of the Franchise. In the event of such a default, City shall proceed according to the procedure set forth in this ordinance, and any applicable state or federal law.

11.2 Procedure for Obtaining Approval for Transfer. At least ninety (90) calendar days before a proposed assignment or transfer of Company's franchise is scheduled to become effective (other than those permitted assignment listed in Section 11.1), Company shall petition in writing for the City Council's written consent for such a proposed assignment or transfer. The City will not unreasonably withhold its consent to such an assignment or

transfer. However, in making such a determination, the City Council may consider the following:

(a) experience of proposed assignee or transferee (including conducting an investigation of proposed assignee or transferee's service record in other communities);

(1) qualifications of proposed assignee or transferee;
(2) legal integrity of proposed assignee or transferee;
(3) financial ability and stability of the proposed assignee or transferee;
(4) the corporate connection, if any, between the Company, and proposed assignee or transferee;
(5) any other aspect of the proposed assignee's or transferee's background which could affect the health, safety, and welfare of the citizenry of the City as it relates to the operation of telecommunications network.

11.3 Certification of Assignee. Before an assignment or transfer is approved by the City Council, the proposed assignee or transferee shall execute an affidavit, acknowledging that it has read, understood, and intends to abide by the applicable Franchise agreement and Franchise Ordinance.

11.4 Effect of Approval. In the event of any approved assignment or transfer, the assignee or transferee shall assume all obligations and liabilities of Company, except an assignment or transfer shall not relieve the Company of its liabilities under the Franchise agreement until the assignment actually takes place, or unless specifically relieved by federal, or state law, or unless specifically relieved by the City Council at the time an assignment or transfer is approved.

11.5 Transfer Upon Revocation by City. Company and City agree that in the case of a lawful revocation of the Franchise, at Company's request, which shall be made in its sole discretion, Company shall be given a reasonable opportunity to effectuate a transfer of its network to a qualified third party, unless the Parties have mutually agreed that Company's network may be abandoned in place. City further agrees that during such a period of time, it shall authorize the Company to operate pursuant to the terms of its prior Franchise; however, in no event shall such authorization exceed a period greater than six (6) months from the effective date of such revocation. If at the end of that time, Company is unsuccessful in procuring a qualified transferee or assignee of its network which is reasonably acceptable to the City, Company and City may avail themselves of any rights they may have pursuant to federal or state law; it being further agreed that Company's continued operation of its network during the six (6) month period shall not be deemed to be a waiver, nor an extinguishment, of

any rights of either the City or the Company. Notwithstanding anything to the contrary set forth herein, neither City nor Company shall be required to violate federal or state law.

11.6 Abandonment of Facilities by Company. The Company, with the consent of the City, may abandon any underground facilities in place, subject to the requirements of the City. In such an event, the abandoned network shall become the property of the City, and the Company shall have no further responsibilities or obligations concerning those facilities.

ARTICLE 12
ACCEPTANCE BY THE COMPANY OF FRANCHISE

12.1 Company Duty to Approve Franchise Agreement. If the Company has not duly executed this Agreement prior to the City Council's adoption of the corresponding Ordinance, within sixty (60) calendar days after the effective date of the City Council's adoption of the Ordinance, the Company shall execute this Agreement and file an unqualified acceptance of the Ordinance in writing with the City Recorder of the City in a form approved by the City Attorney; otherwise, this Agreement and any ordinance adopted relating thereto and all rights granted hereunder shall be null and void.

ARTICLE 13
GENERAL PROVISIONS

13.1 Binding Agreement. The Parties represent that (a) when executed by their respective Parties, this Agreement shall constitute legal and binding obligations of the Parties; and (b) that each Party has complied with all relevant statutes, ordinances, resolutions, by-laws and other legal requirements applicable to their operation in entering into this Agreement; and (c) each Party represents to the other that the person signing on its behalf has the legal right and authority to execute, enter into and bind such party to the commitments and obligations set forth herein.

13.2 Governing Law. This Agreement shall be interpreted pursuant to Utah law.

13.3 Time of Essence. Time shall be of the essence of this Agreement.

13.4 Interpretation of Agreement. The invalidity of any portion of this Agreement shall not prevent the remainder from being carried into effect. Whenever the context of any provision shall require it, the singular number shall be held to include the plural number, and

vice versa, and the use of any gender shall include any other and all genders. The paragraphs and section headings in this Agreement are for convenience only and do not constitute a part of the provisions hereof.

13.5 No Presumption. All Parties have participated in preparing this Agreement. Therefore, the Parties stipulate that any court interpreting or construing the Agreement shall not apply the rule of construction that the Agreement should be more strictly construed against the drafting Party.

13.6 Entire Agreement and Amendments. This Agreement and all attachments hereto constitute and represent the entire agreement and understanding between the Parties hereto and replaces any previous agreement, understanding or negotiation between the Parties with respect to the subject matter hereof, and may be modified or amended, supplemented, or changed only by the written agreement of the Parties, including the formal approval of the City Council. No oral modifications or amendments shall be effective.

13.7 Binding Agreement. This Agreement shall be binding upon the heirs, successors, administrators and assigns of each of the Parties.

IN WITNESS HEREOF, the Parties have executed this Agreement as of the Effective Date in duplicate, each of which shall be deemed an original.

LEHI CITY CORPORATION:

Date:_____ _____
Paul Binns, Mayor

ATTEST:

Date:_____ _____
Teisha Wilson, City Recorder

COMPANY

Date: _____ By: _____
Rebekah Melody,
Director, Underlying Rights & Gov't Relations

STATE OF _____)

)ss.

COUNTY OF _____)

On this _____ day of _____, 2026, before me, a Notary Public in and for said State, personally appeared Rebekah Melody, known or identified to me to be the Director, Underlying Rights & Government Relations of Zayo Group, LLC, a Delaware limited liability company, and the person whose name is subscribed to the within instrument, and acknowledged to me that said entity executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

Notary Public for _____
Residing at: _____
My commission expires: _____

Agenda Item No: 5.11

City Council Agenda Item Report

Meeting Date: September 8, 2026
Submitted By: Teisha WIlson
Submitting Department:
Item Type: Discussion
Agenda Section: Regular Agenda

Subject:
Continued Discussion of the Gardner Plumb Development Agreement from the August 11, 2026 City Council Meeting. *This is a non-action item.*

Summary:

Attachments:

Council Packet 08.11.26

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.

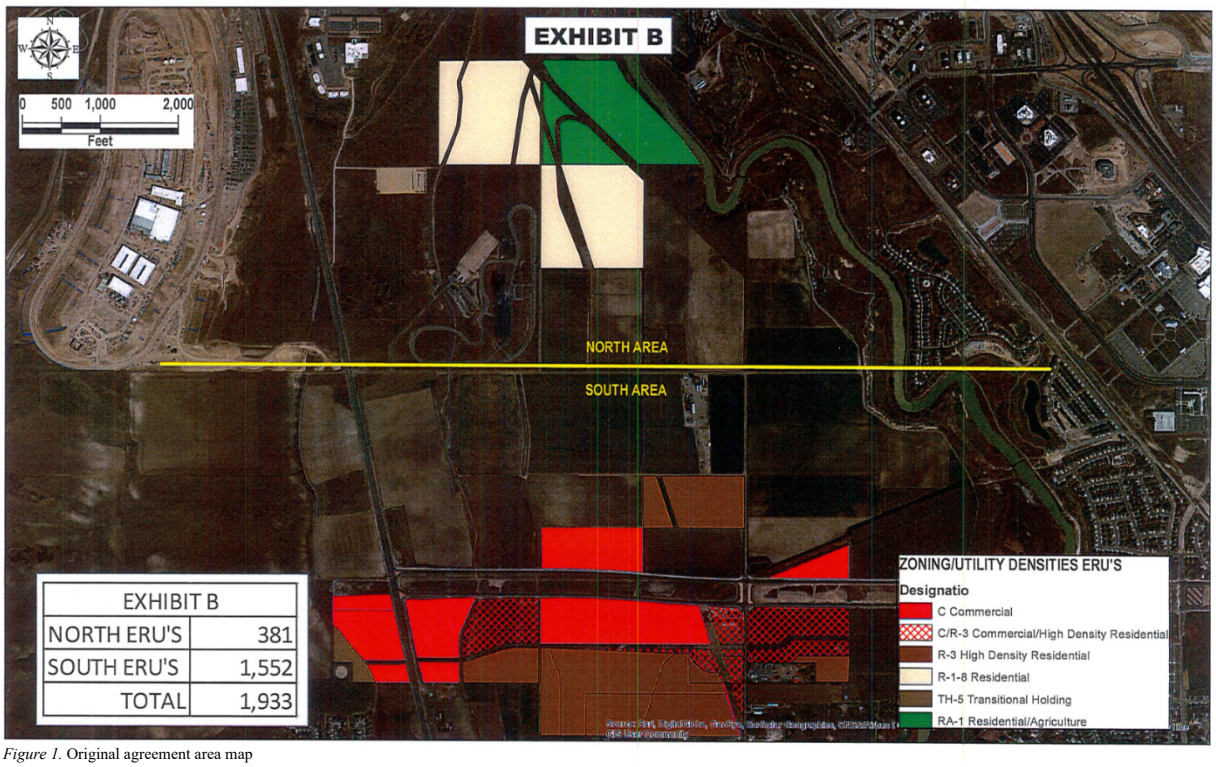


Figure 1. Original agreement area map

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:

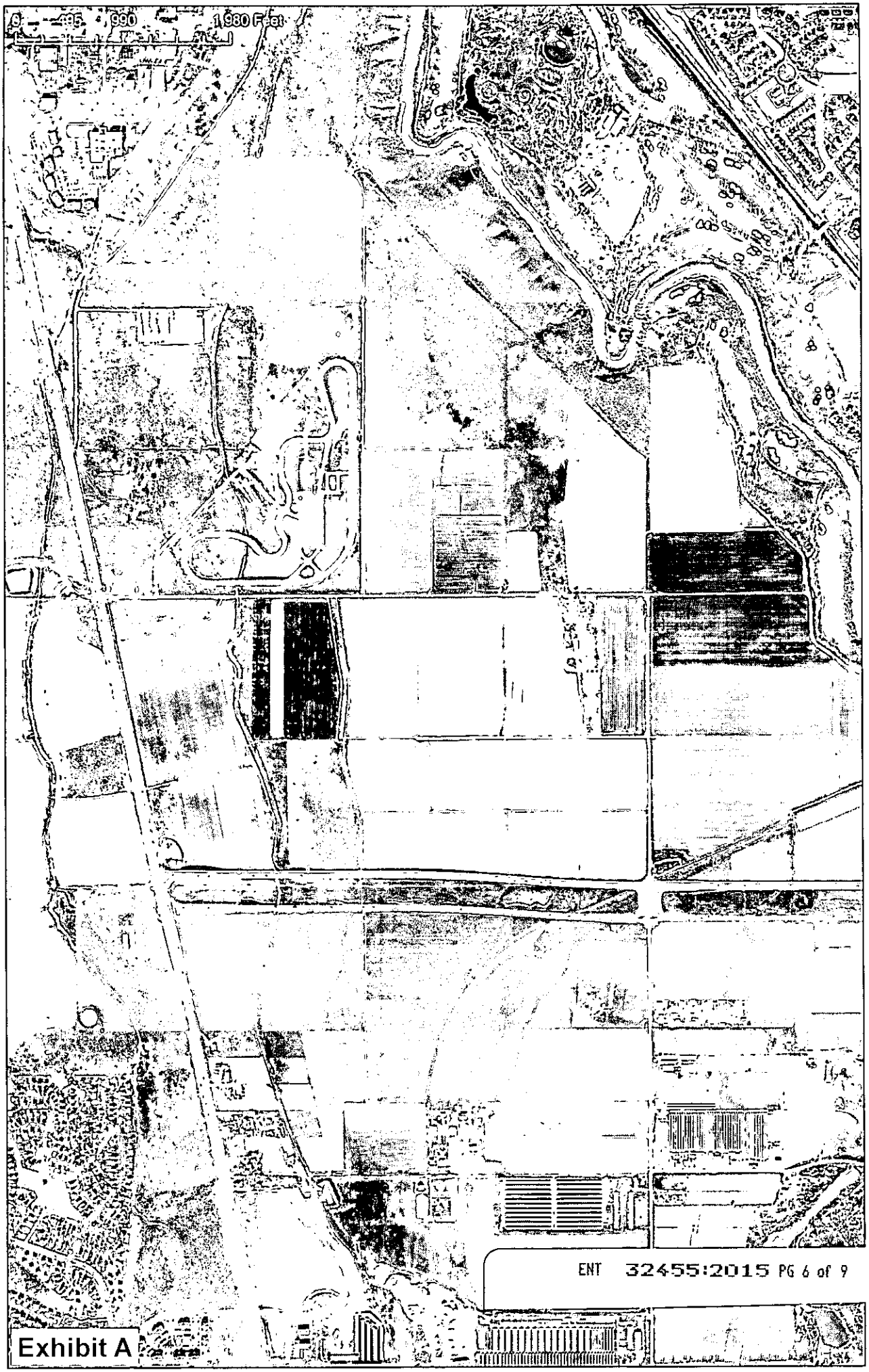
Its:Mayor

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

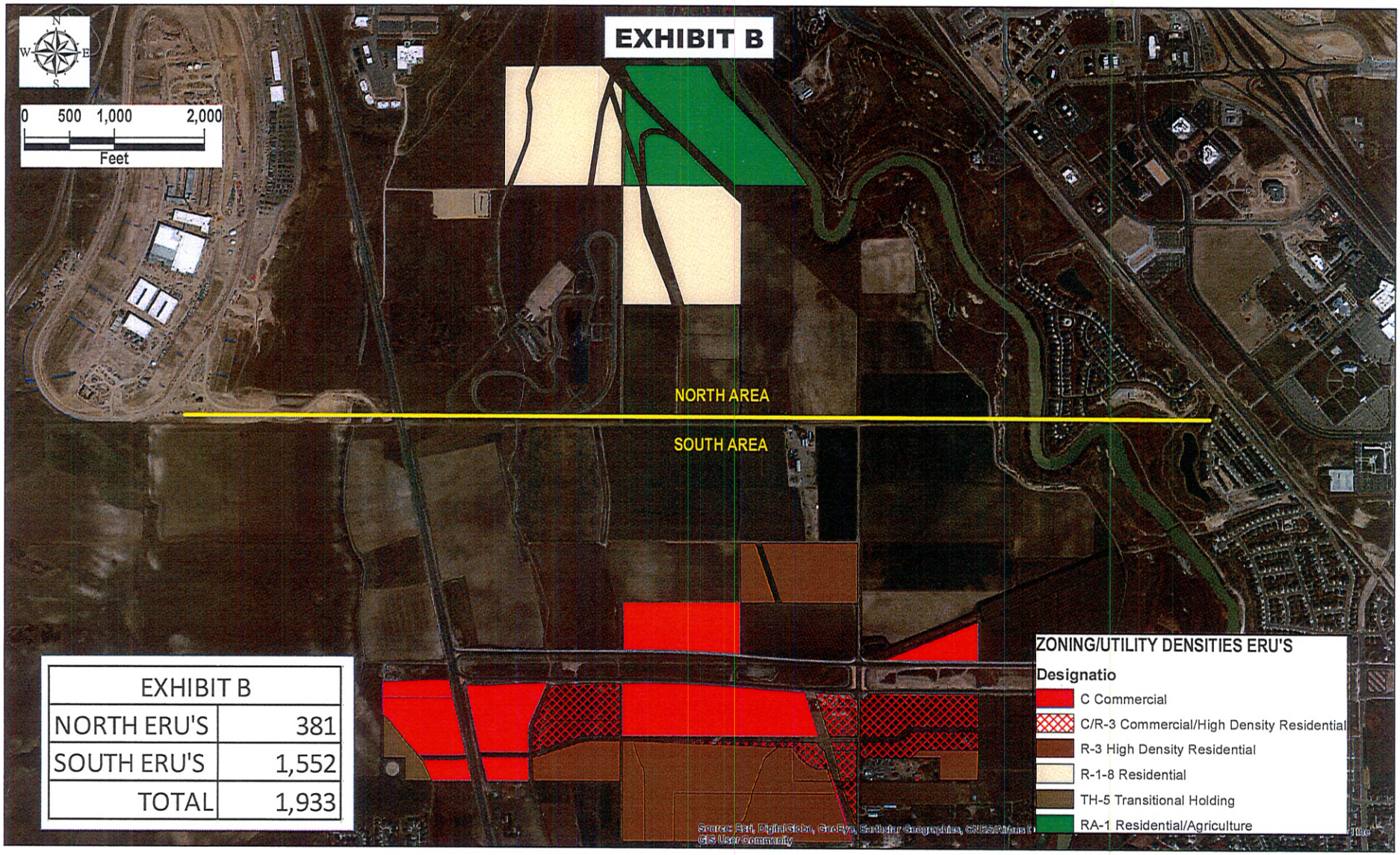


EXHIBIT B	
NORTH ERU'S	381
SOUTH ERU'S	1,552
TOTAL	1,933

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.