Lehi City Council Meeting
Agenda
October 27, 2026

4:30 PM - Lehi City Council Chambers (131 N. 100 E., Lehi, Utah)

Pre-Council, 4:30 p.m.

1. Welcome and Opening Comment

2. Presentations and Reports

   2.1. Department Outlook Presentations
   a. Parks Department (10 min)
   b. Public Works, including: Water, Streets, and Engineering (30 min)
   c. Finance and Administration (10 min)

3. Working Discussion Items

   3.1. Review and Discussion of the General Plan Goals and Policies (end by 6 p.m.)

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

7. Closed Session- Announce the Reason, Location, and Roll Call Vote (approximately 60 min, 6 p.m.- 7 p.m.)
   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. Epilepsy Awareness Month Proclamation- Sarah Hansen

2.2. Citizen Award Presented to Tara Sandstrom

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. Consideration of Resolution #2026-67 approving an agreement with Hughes General Contractors, Inc. for the Public Works Storage Building.
Cover Page.docx
Res 2026-67.docx
Lehi Public Works_Water Department Building Bid Package 02 2026 Final.docx

5. Consider a Motion to Recess the City Council Meeting to conduct a Lehi Redevelopment Agency Meeting (approx. 15 min)

6. Regular Agenda

6.1. Budget Amendment for FY 2026-2027
a. Public Hearing
b. Consideration of Resolution #2026-68 amending the Budget for the City of Lehi for Fiscal Year 2026-2027.
Res_2026-68.docx
Budget Adjustment #1.pdf

6.2. Consideration of Concept Plan approval for the Tapley Project Concept located at 58 South 300 West, adding four townhome units and retaining the existing structures on site.
Petitioner: Tapley Mitchell
Tapley 1.pdf

6.3. Consideration of Ordinance #49-2026, approving the 802 W State Street Zone Change, changing the zoning on .72 acres from Mixed Use to Heavy Commercial.
Petitioner: Lawrence Snow
Ord 49-2026.docx
802 W State Street ZC 1.pdf

6.4.
Consideration of the Logan Annexation on 2.68 acres located at approximately 1300 S 1700 W, with R-1-22 and TH-5 zoning

1. Public Hearing

2. Consideration of Resolution #2026-64 approving the Annexation agreement with the owners of the property.
3. Consideration of Ordinance #50-2026 approving the Logan Annexation with R-1-22 and TH-5 zoning.

Petitioner: Danny Logan
Logan Annexation 1.pdf
Res 2026-64.docx
Logan AnnexAgreement 10.27.26.docx
Ord 50-2026.docx

7. 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: October 27, 2026
Submitted By: Teisha WIlson
Submitting Department:
Item Type: Resolution
Agenda Section: Presentations and Reports

Subject:
Department Outlook Presentations
a. Parks Department (10 min)
b. Public Works, including: Water, Streets, and Engineering (30 min)
c. Finance and Administration (10 min)

Summary:

Attachments:

Agenda Item No: 3.1

City Council Agenda Item Report

Meeting Date: October 27, 2026
Submitted By: Teisha WIlson
Submitting Department:
Item Type: Discussion
Agenda Section: Working Discussion Items

Subject:
Review and Discussion of the General Plan Goals and Policies (end by 6 p.m.)

Summary:

Attachments:

Agenda Item No: 2.1

City Council Agenda Item Report

Meeting Date: October 27, 2026
Submitted By: Teisha WIlson
Submitting Department:
Item Type: Presentation
Agenda Section: Presentations and Reports

Subject:
Epilepsy Awareness Month Proclamation- Sarah Hansen

Summary:

Attachments:

Agenda Item No: 2.2

City Council Agenda Item Report

Meeting Date: October 27, 2026
Submitted By: Teisha WIlson
Submitting Department:
Item Type: Presentation
Agenda Section: Presentations and Reports

Subject:
Citizen Award Presented to Tara Sandstrom

Summary:

Attachments:

Agenda Item No: 4.1

City Council Agenda Item Report

Meeting Date: October 27, 2026
Submitted By: Dave Norman
Submitting Department: Public Works
Item Type: Resolution
Agenda Section: Consent Agenda

Subject:
Consideration of Resolution #2026-67 approving an agreement with Hughes General Contractors, Inc. for the Public Works Storage Building.

Summary:

Background

In 2022, the Public Works Division completed a long-term study evaluating future space and staffing needs. Since that time, we have reached capacity at our current facility, both in office and storage space, due to ongoing and anticipated growth. To accommodate staff, a conference room has been converted into cubicle space, and workstations have been placed in former hallway areas.

Based on these findings, it was determined that additional office and storage space is needed at the current facility, as well as a future operations site on the west side of I-15. It is anticipated that the Streets Department will ultimately relocate to this new site in the future. Due to the increasing difficulty in acquiring large parcels (approximately 10 acres), the City prioritized identifying and purchasing suitable property. A citywide search began in 2023, resulting in the acquisition of a parcel on Main Street near 2500 West in 2024. An adjacent parcel to the west was also acquired by Strata for their future operations. This site is planned to accommodate future Streets Department operations.

Summary

In late 2024, it was determined that improvements to the existing Public Works Campus would need to be phased due to budget constraints. Given the high value of City equipment and the need to protect it from winter conditions, construction of a new storage building was identified as the highest priority for Phase 1.

As part of the original needs assessment, multiple building types and construction methods were evaluated. After considering life-cycle costs and long-term needs, it was determined that a building with a minimum lifespan of 50 years is the most prudent investment. The currently proposed concrete structure is expected to meet or exceed this threshold, with an anticipated lifespan of 100 years or more.

Financial Impact

The costs include the proposed building, site improvements, design, engineering, and construction management services. To support cost control and reduce the likelihood of change orders, the city retained an architect and engineering team in 2024 and a contractor in 2025 to assist with design development and constructability review. Bi-weekly coordination meetings were ongoing to finalize design and construction documents.

The building and needed site improvements are $10,298,426.00.

The Excavation and Backfill of the site, previously approved is $1,518,816.00

The Design, Engineering and Construction Management are $594,014.00

The anticipated cost for all phases is $12,411,256.00

Attachments:

Res 2026-67.docx

Lehi Public Works_Water Department Building Bid Package 02 2026 Final.docx

RESOLUTION NO. 2026-67

A RESOLUTION OF THE LEHI CITY COUNCIL APPROVING AND ADOPTING THE AGREEMENT FOR THE PUBLIC WORKS STORAGE BUILDING PACKAGE 02 (BUILDING CONSTRUCTION) BETWEEN LEHI CITY AND HUGHES GENERAL CONTRACTORS, INC.

WHEREAS, Lehi City, located at 131 North 100 East, Lehi, Utah 84043 (the "City"), is a municipal corporation and political subdivision of the State of Utah; and

WHEREAS, the City desires to contract for the construction of the new Public Works Storage Building (the "Work"); and

WHEREAS, the City issued a Request for Proposals ("RFP") for Contractor Design Assistance and Construction Services, and Hughes General Contractors, Inc., whose principal place of business is located at 900 No. Redwood Road, P.O. Box 540700, North Salt Lake, UT 84054 (the "Contractor"), submitted a Response to the RFP, which the City determined to be the lowest responsive and most responsible proposal/bid; and

WHEREAS, the Contractor thereafter solicited multiple bids from qualified subcontractors to complete the construction of the Public Works Storage Building, including but not limited to the civil site work and a concrete building; and

WHEREAS, the Work is described in the Contractor's Response to the Public Works Building Bid Package 02; and

WHEREAS, the proposed Agreement for the Public Works Storage Building Package 02 (Building Construction) between the City and the Contractor (the "Agreement") provides for payment of the base bid total of ten million two hundred ninety-eight thousand four hundred twenty-six dollars ($10,298,426.00), payable monthly upon invoice of completed work to date; and

WHEREAS, the Agreement requires that the Work be completed no later than three (3) months after the Effective Date of the Agreement; and

WHEREAS, a copy of the Agreement is attached hereto as Exhibit A and incorporated herein by this reference; and

WHEREAS, the City Council of Lehi City, at a duly noticed public meeting held on October 27, 2026, has reviewed the Agreement and finds that approval and adoption of the Agreement is in the best interest of the health, safety, and welfare of the residents of Lehi City.

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

1. **Approval and Adoption**. The Agreement for the Public Works Storage Building Package 02 (Building Construction) between Lehi City and Hughes General Contractors, Inc., in the base bid amount of Ten Million Two Hundred Ninety-Eight Thousand Four Hundred Twenty-Six Dollars ($10,298,426.00), in substantially the form attached hereto as Exhibit A, is hereby approved and adopted.

2. **Authorization to Execute**. The Mayor, [Paul Binns], is hereby authorized to execute the Agreement on behalf of the City, and the City Recorder is hereby authorized to attest the Mayor's signature.

3. **Effective Date**. This Resolution shall take effect immediately upon its passage.

PASSED AND ADOPTED by the City Council of Lehi City, Utah, this 27th day of October, 2026.

LEHI CITY

_____
Mayor Paul Binns

ATTEST:

_____
Teisha Wilson, City Recorder

EXHIBIT A – Agreement for Public Works Storage Building Package 02 (Building Construction) between Lehi City and Hughes General Contractors, Inc.

AGREEMENT FOR PUBLIC WORKS STORAGE BUILDING PACKAGE 02
(BUILDING CONSTRUCTION)

THIS AGREEMENT FOR THE PUBLIC WORKS STORAGE BUILDING PACKAGE 02 (BUILDING CONSTRUCTION) ("Agreement") is made and entered into and effective as of the date the last party signs below ("Effective Date") by and between Lehi City, 153 North 100 East, Lehi, Utah 84043 ("City") and Hughes General Contractors, whose principal place of business is located at 900 No. Redwood Road, PO. Box 540700, North Salt Lake, UT 84054 ("Contractor").

WHEREAS, City desires to contract for the construction of the new Public Works Storage Building (the "Work"); and

WHEREAS, City issued and RFP for Contractor Design Assistance and Construction Services and Contractor submitted a Response to RFP for Contractor Design Assistance and Construction Services which City determined to be the lowest responsive and most responsible proposal/bid and the City desires to contract with Contractor to perform the Work. Contractor then solicited multiple bids from qualified subcontractors to complete the construction of the public works storage building, including but not limited to the civil site work and a concrete building;

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

1. **Scope of Work**. City hereby hires Contractor and Contractor agrees to be bound to the City to perform the Work as described in the Contractor's Response to the Public Works Building Bid Package 02 dated October 12, 2026, attached hereto as Exhibit A, and referred to as the "Contract Documents" and by this reference are incorporated herein and made a part of this Agreement.

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

3. **Payment**. City shall pay the base bid total ($10,298,426.00) monthly upon invoice of completed work to date.

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

employees, agents, subcontractors, independent contractors, and the like.

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

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

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

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

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

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

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

7. **Taxes**.

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

8. **Indemnification and Insurance**.

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

8.2 Contractor, at its own expense, shall provide: Workers' Compensation Insurance: Statutory workers' compensation insurance (Part A). Such insurance shall also include employer's liability (Part B) insurance in a limit of not less than $1,000,000

for each: accident, disease and employee. Rights of subrogation against the city shall be waived.

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

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

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

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

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

policies of insurance.

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

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

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

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

9.4 The performance bond shall include coverage for the warranty period.

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

(A) complies with this Agreement; and

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

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

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

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

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

10. **Representations and Warranties.**

10.1 Each party represents that:

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

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

10.2 Contractor represents and warrants that:

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

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

10.2.3. Contractor shall perform its obligations required by this Agreement in a manner consistent with applicable professional and technical standards for Work of a similar and comparable nature, and shall ensure that the implementation thereof is also performed in an applicable professional, technical, and workman-like manner. Contractor shall correct any defect in its performance at no additional cost to the City. Upon request by the City, Contractor must be able to summarize and concisely report pertinent information associated with this Agreement and the performance thereof to the City in a timely manner. Contractor shall not make any alterations or variations in or additions to, or omissions from, its duties and obligations contemplated by this Agreement, without the prior written consent of the City

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

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

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

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

13. **Notice.**

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

To the City:
Lehi City Corporation
Attn: Dave Norman
131 N 100 E
Lehi, Utah 84043

To Contractor:
Hughes General Contractors
Attn: Mike Nicholes,
900 No. Redwood Road
PO Box 540700
North Salt Lake, Utah 84054

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

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

in connection with the suit, both before and after the judgment, in addition to any other relief to which such party may be entitled.

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

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

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

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

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

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

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

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

23. **Entire Agreement**. All agreements, covenants, representations and warranties, express or implied, oral or written, of the parties concerning the subject matter hereof are contained solely in this Agreement, subject to any implied warranties and conditions imposed upon the parties by Utah law. No other agreements, covenants, representations, or warranties have been made by any party to any other party concerning the subject matter hereof. All

prior and contemporaneous conversations, negotiations, possible and alleged agreements, representations, covenants, and warranties concerning the subject matter hereof are merged herein. This is an integrated agreement.

Dated the _____ day of _____, 2026.

Hughes General Contractors, Inc.

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

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

On this _____ day of _____, 2026, personally appeared before me _____, whose identity is personally known to me (or proven on the basis of satisfactory evidence) and who by me duly sworn/affirmed, did say that he/she is the _____ of Hughes General Contractors and that said document was signed by him/her in behalf of said 900 No. Redwood Road, PO Box 540700, North Salt Lake, UT 84054 by Authority of its Articles of Organization, Operating Agreement, or Resolution of its Members/Managers and said _____ acknowledged to me that said Company executed the same.

Witness my hand and official seal.

_____
(notary signature)

Dated the _____ day of _____, 2026.

Lehi City Corporation

_____
Mayor Paul Binns

Attest:

_____
Teisha, Wilson, City Recorder

EXHIBIT A – Contract Documents

EXHIBIT B – Performance Bond and Payment Bond

Agenda Item No: 6.1

City Council Agenda Item Report

Meeting Date: October 27, 2026
Submitted By: Teisha WIlson
Submitting Department:
Item Type: Public Hearing
Agenda Section: Regular Agenda

Subject:
Budget Amendment for FY 2026-2027
a. Public Hearing
b. Consideration of Resolution #2026-68 amending the Budget for the City of Lehi for Fiscal Year 2026-2027.

Summary:

Attachments:

Res_2026-68.docx

Budget Adjustment #1.pdf

LEHI CITY

RESOLUTION NO. 2026-68

A RESOLUTION AMENDING THE BUDGET FOR THE CITY OF LEHI FOR FISCAL YEAR 2026-2027 (JULY 1, 2026 – JUNE 30, 2027).

WHEREAS, the City of Lehi has previously adopted a budget for Fiscal Year 2026-2027; and

WHEREAS, for the purpose of amending the Fiscal Year 2026-2027 Budget, a public hearing was scheduled and noticed, at least seven (7) days prior to the time of said hearing, describing the proposed budget and providing the time and place for such public hearing; and

WHEREAS, a public hearing was duly held at the time and place provided in said notice; and

WHEREAS, the City Council received all competent evidence offered in support of and opposed to said proposed budget amendments and it appearing that the proposed budget is in accordance with the provisions of Section 10-6-101 et seq., Utah Code Annotated (1953); and

WHEREAS, all of said proceedings were duly and regularly conducted;

THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Lehi, Utah;

Section 1. Lehi City Budget. The Lehi city budget for fiscal year 2026-2027 shall be amended according to the attached detail identified as "Attachment A"

Section 2. This resolution shall take effect immediately upon its adoption.

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

_____
Mayor Paul Binns
Lehi City

Attest:

_____
Teisha Wilson, City Recorder



ANNUAL OPERATING AND CAPITAL BUDGET

Budget Amendment #1

FISCAL YEAR 2026-2027

Lehi City
Budget Amendment #1
Fiscal Year 2026-27
October 2026

Amendment 1a – Capital Project Carryovers

- These projects were budgeted in the previous year. Since they were not complete as of June, they are being carried over to FY2027.

Fund	Account	Current Budget	New Allocation	Amended Budget	Funding Source
General	Cemetery	111,600	20,000	131,600	Fund Balance
Recreation	Rec Center Capital	319,000	36,000	355,000	Fund Balance
Power	Capital Outlay	1,085,000	150,000	1,235,000	Fund Balance

Amendment 1b – 2300 W Waterline

- UDOT's flex lane project across Pioneer Crossing has moved up the timeline for the installation of a waterline along 2300 West. Reserve funds in the Culinary Water fund will pay for the improvements.

Fund	Account	Current Budget	New Allocation	Amended Budget	Funding Source
Culinary Water	2300 West Waterline	0	425,000	425,000	Culinary Reserves

Amendment 1c – Encroachment Properties

- The City has received funds from property owners purchasing park land where their improvements have encroached on City property. The Parks department intends to use these proceeds to improve and clean up the areas around these encroachments.

Fund	Account	Current Budget	New Allocation	Amended Budget	Funding Source
General	Parks Capital	79,000	158,000	237,000	Property Sales

Amendment 1d – America 250 Celebration

- Carries over funds from the 2026 budget intended for participation in America 250 festivities.

Fund	Account	Current Budget	New Allocation	Amended Budget	Funding Source
General	Special Events	224,944	2,700	227,644	Reserves

Amendment 1e – Risk Damage

- Set aside funds to repair damage caused to the City's ladder truck and building.

Fund	Account	Current Budget	New Allocation	Amended Budget	Funding Source
Risk	Damage Repairs	45,000	25,000	70,000	Risk Reserves

Amendment 1f – Station #81 Redesign

- Funds to evaluate and estimate costs to remodel Station #81 and the City Court facilities.

Fund	Account	Current Budget	New Allocation	Amended Budget	Funding Source
Capital Projects	Station #81 Redesign	0	300,000	300,000	Capital Reserves

Amendment 1f – Library Grant

- This donation was received in 2026, but funds weren't spent until 2027.

Fund	Account	Current Budget	New Allocation	Amended Budget	Funding Source
General Fund	Library – Misc	14,830	1,700	16,530	Donation

Agenda Item No: 6.2

City Council Agenda Item Report

Meeting Date: October 27, 2026
Submitted By: Jacob Curtis
Submitting Department: Planning Division
Item Type: Action Item
Agenda Section: Regular Agenda

Subject:
Consideration of Concept Plan approval for the Tapley Project Concept located at 58 South 300 West, adding four townhome units and retaining the existing structures on site.

Summary:

Attachments:

Tapley 1.pdf

TAPLEY PROJECT CONCEPT CITY COUNCIL REPORT			
Applicant	J Tapley Ronald Mitchell		
Meeting Date	October 27, 2026		
Requested Action/Purpose	Requests Approval of a concept plan, including mixed-use area density		
Location	58 S 300 W		
Project Area	0.46 acre		
Existing Zoning	MU (Mixed Use)		
General Plan Land Use Designation	MU (Mixed Use)		
Adjacent Zoning and Land Use	*North*	MU	Single family home
	South	R-2	Single family home
	East	MU	Single family home
	West	MU	Single family home
Date of DRC Review	September 23, 2026		
Date of Planning Commission Review	October 8, 2026		
Assigned Planner	Jacob Curtis		
REQUIRED ACTION			
Planning Commission	Review and recommendation		
City Council	Final approval		

APPLICABLE DEVELOPMENT CODE REGULATIONS

Section 11.010. Concept Plan – Applicability:
The Concept Plan gives the applicant, staff, Planning Commission and City Council an opportunity to discuss the project in the conceptual stage. The applicant can use the Concept Plan meeting to receive direction on project layout as well as discuss the procedure for approval, the specifications and requirements that may be required for layout of streets, drainage, water, sewerage, fire protection, and similar matters prior to the preparation of a more detailed preliminary subdivision plat.

Table 37.080. Table of Off-Street Parking Requirements

> **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.

Section 38.110 Mixed Use (MU) District Development Standards. (New 07/28/26)

B. At least thirty percent (30%) of any approved housing shall be designed and platted to allow for individual ownership (townhomes or condominiums).

C. The number of residential units allowed in a mixed use project shall be based on the Maximum TOD and Mixed Use Density Map 05.010, and shall be directly proportional to the number of units available and the size of the property unless otherwise approved by the City Council, following review and recommendation by the Planning Commission.

D. A minimum of fifty percent (50%) of the total finished interior gross floor area within the development shall be devoted

to nonresidential uses, including retail, office, restaurant, and civic uses. For developments exceeding two (2) acres in total project area, the minimum required nonresidential floor area shall increase by one percent (1%) for each additional acre or fraction thereof, up to a maximum requirement of seventy percent (70%). Amenity space (ie. gym, spa, etc.) may be counted if they are open to the public or tied to an allowed commercial use.

REPORT ANALYSIS

The applicant requests approval of a concept plan for four, two-story attached residential units located at 58 S 300 W. Including the existing home, this parcel would contain five dwelling units total. Each of the four townhomes would contain three bedrooms and one and one-half bathrooms and would include one covered parking per unit for the residents. All four units are proposed as rental housing held in single ownership.

This property is zoned Mixed Use and located in the Downtown area which has available residential density. However, recent amendments to the Development Code require 30 percent of the housing to be platted for individual ownership and that 50 percent of the finished interior floor area within the development have non-residential uses. Without an amendment to the Code or a Development Agreement, the currently proposed layout with only residential uses would not meet Code.

The DRC has reviewed the proposal and had ten comments, including the following comments:

1. This is in the Historic Design District and in the MU area so it does qualify for parking requirement elimination or reduction. For all uses and activities located within the Mixed Use or Historic Commerce Districts, no minimum parking requirements are identified. It is the policy of the City to maintain all existing uses that do not meet the parking requirements of this Code within the Mixed Use or Historic Commerce Districts and to encourage additional uses and activities. However, in reviewing and approving new uses within the Mixed Use (MU) and Historic Commerce (HC) districts the Zoning Administrator, Reviewing Departments, and Planning Commission shall be guided by the parking requirements as contained in Table 37.080. Parking requirements for the Mixed Use (MU) and Historic Commerce (HC) districts shall be as approved by the Zoning Administrator, Reviewing Departments, and Planning Commission.
2. At least thirty percent (30%) of any approved housing shall be designed and platted to allow for individual ownership (townhomes or condominiums).
3. Per Section 38.110 D of the Development Code, a minimum of fifty percent (50%) of the total finished interior gross floor area within the development must be devoted to non-residential uses, including retail, office, restaurant, and civic uses. Unfortunately the Mixed-Use Zone doesn't allow stand-alone housing projects like this one.
4. At least thirty percent (30%) of any approved housing shall be designed and platted to allow for individual ownership (townhomes or condominiums).
5. The number of residential units allowed in a mixed use project shall be based on the Maximum TOD and Mixed Use Density Map 05.010, and shall be directly proportional to the number of units available and the size of the property unless otherwise approved by the City Council, following review and recommendation by the Planning Commission. This lot has 5 units on it (1 existing + 4 proposed) and is .46 acres so the density would be just under 11 units per acre.

Please consider DRC comments in your motion.

POSSIBLE MOTIONS AND FINDINGS

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

1. The proposed Concept is/is not consistent with the Lehi City Development Code
2. The proposed Concept does/does not conform to the goals and policies of the General Plan.
3. Other findings as determined by the public hearing.

PLANNING COMMISSION RECOMMENDATION

The Planning Commission reviewed the proposed concept plan on October 8, 2026. The minutes and motion from this meeting are as follows:

Tapley Project Concept
DRC Redline Comments

J. Tapley Ronald Mitchell- requests review of the Tapley Project Concept located at 58 South 300 West, adding four townhome units and retaining the existing structures on site.

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: Tapley Mitchell
Date of Plans Reviewed: 9/14/26
Time Start: 2:05 pm
Time End: 2:26 pm

DRC REDLINE COMMENTS:
Glade – Power:
1. It appears there is inadequate space to meet Lehi Power requirements for a line extension or a service location. Provide a PUE for dry utilities and a metering/service location that meets Lehi power standards.

Brad – Fiber: No comments
Garion – Fire: No comments
Ryan – Water/Sewer: No comments
James – Parks:
2. If this moves past concept, a landscaping and irrigation plan will be required.
3. The concept is flipped and needs to be fixed. This property is on the West side of 300 W, not the East.

Gary S. – Building/Inspections:
4. A soil report will be required if this moves past concept.

Shelbey – Public Works: No comments
Gary E. – Engineering:
5. This site will be required to retain or detain on site its own storm water.
6. Property boundary is not rectangular, but extends to the north on the west end.
7. Existing house may need to be modified to fit access road.

Matt – Traffic: No comments
Kim – Planning:
8. At least thirty percent (30%) of any approved housing shall be designed and platted to allow for individual ownership (townhomes or condominiums).
9. The number of residential units allowed in a mixed use project shall be based on the Maximum TOD and Mixed Use Density Map 05.010, and shall be directly proportional to the number of units available and the size of the property unless otherwise approved by the City Council, following review and recommendation by the Planning Commission. This lot has 5 units on it (1 existing + 4 proposed) and is .46 acres so the density would be just under 11 units per acre.
10. Per Section 38.110 D of the Development Code, a minimum of fifty percent (50%) of the total finished interior gross floor area within the development must be devoted to nonresidential uses, including retail, office, restaurant, and civic uses. Unfortunately the Mixed Use Zone doesn't allow stand-alone housing projects like this one.

DRC GENERAL COMMENTS:
1. Parking for town homes is typically required at the following rate:
   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.
   Where will additional parking be provided?
2. This is in the Historic Design District and in the MU area so it does qualify for parking requirement elimination or reduction. For all uses and activities located within the Mixed Use or Historic Commerce Districts, no minimum parking requirements are identified. It is the policy of the City to maintain all existing uses that do not meet the parking requirements of this Code within the Mixed Use or Historic Commerce Districts and to encourage additional uses and activities. However, in reviewing and approving new uses within the Mixed Use (MU) and Historic Commerce (HC)

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.

districts the Zoning Administrator, Reviewing Departments, and Planning Commission shall be guided by the parking requirements as contained in Table 37.090. Parking requirements for the Mixed Use (MU) and Historic Commerce (HC) districts shall be as approved by the Zoning Administrator, Reviewing Departments, and Planning Commission.

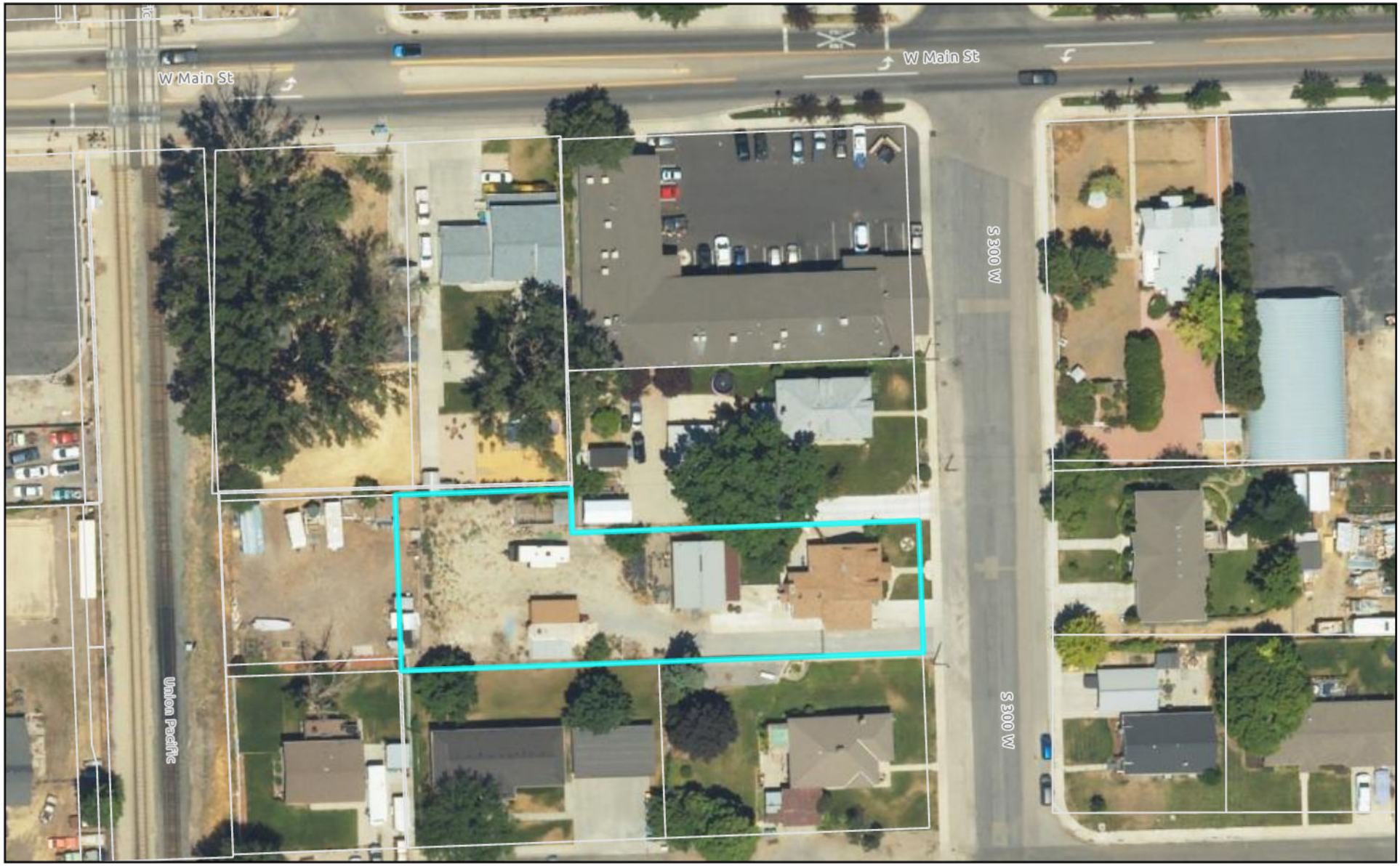
3. The concept plan shall not constitute a development permit. (Does not vest).
4. General Comment: Show FD turnaround when you submit for site plan approval.

THIS ITEM WILL BE SCHEDULED FOR PLANNING COMMISSION ON OCTOBER 8, 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.

Tapley Project Concept

Aerial

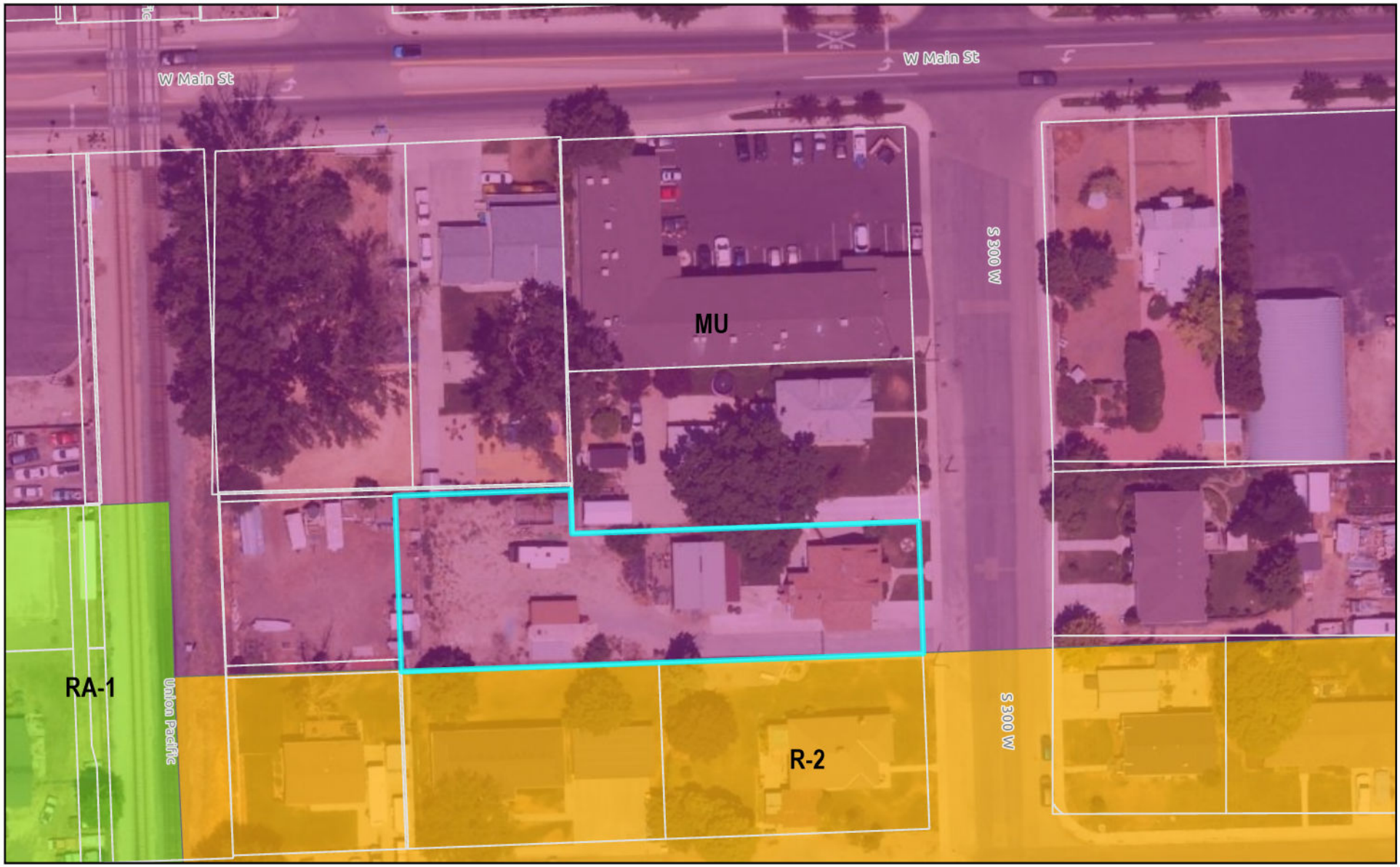


0 112.5 225 450 Feet

LEHI CITY

Tapley Project Concept

Zoning



0 112.5 225 450 Feet

LEHI CITY

Tapley Project Concept

General Plan



0 112.5 225 450 Feet

LEHI CITY

LEHI CITY · PLANNING DIVISION · CONCEPT PLAN REVIEW

Concept Plan Submittal Packet

Tapley Project · 58 South 300 West, Lehi, Utah 84043

PROJECT SUMMARY

Project name	**Tapley Project**
Site address	**58 South 300 West, Lehi, UT 84043**
Parcel number	**01:030:0007**
Legal description	**Plat "A", Lehi City Survey - Block 34**
Parcel area	**20,125 sq ft (0.46 acre)**
Zoning	**MU - Mixed Use**
Owner of record	**J. Tapley Ronald Mitchell & Marci Ann Mitchell**
Applicant	To be identified
Proposal	**Retain existing home and barn; add one rear building with four attached residential units**
Total dwelling units on parcel	**5 (existing home + 4 new)**

CONTENTS OF THIS PACKET

#	DOCUMENT	SATISFIES	PAGE
1	**Application for Concept Review** Lehi City form, completed	Application requirement	3-4
2	**Concept Plan** Scaled site plan - lot boundary, existing structures, proposed building, access, parking, open space	Requirement (1), sub-items (a)-(d)	5
3	**Written Development Description** Type of development, materials, CC&Rs, amenities	Requirement (2)(a)-(d)	6-8

NOTES TO THE REVIEWER

Dimensions are conceptual. Lot dimensions and structure locations shown on the Concept Plan are taken from Utah County parcel data and the owner's site sketch. A boundary survey has not yet been performed and will be provided at the site plan stage. Setback dimensions, easements and utility locations will be confirmed by that survey.

Items the applicant would like to discuss at Concept Review:

- Whether a four-unit building on this parcel is reviewed as a **Four-Family Dwelling** or as **Multi-Family** - Chapter 39 defines "Dwelling, Multi-Family" as five or more units, and the MU use table (Table 05-030-B) does not contain a Four-Family row.
- Whether the **covered parking** shown satisfies Table 37.080, which calls for one fully enclosed garage stall per unit, or whether enclosed garages will be required.
- Applicability of **§12.080** (8-foot screen plus 12-18 foot landscaped buffer) where a residential use in a nonresidential district abuts residential property.
- Side setback standard applicable to the rear building, and the resulting maximum building width.
- The private access drive configuration, developed in a pre-application meeting with the Lehi City Fire Marshal.

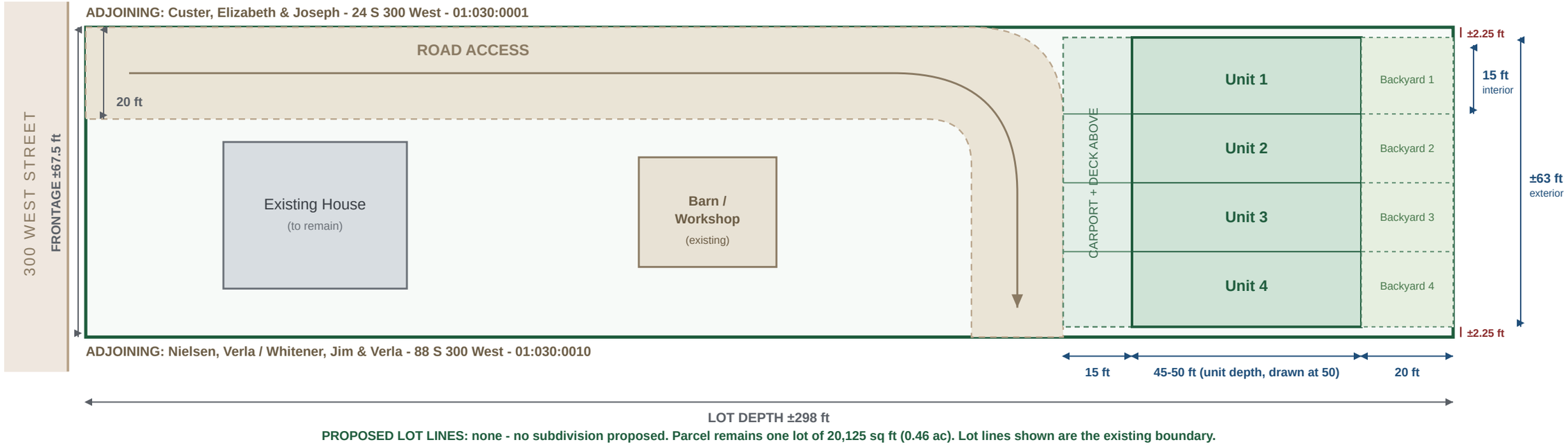
Traffic Impact Study / Traffic Generation Study. The applicant contacted the City Traffic Engineer by phone and email prior to submittal, per Application Submittal Procedure (1), and had not received a response as of the submittal date. The applicant requests that the TIS/TGS determination under Design Standards Section 2.05 be made as part of Development Review Committee review, and will provide whatever study is determined to be required. For reference, the proposal adds four dwelling units to an existing single-family parcel with one access point to 300 West.

CONCEPT PLAN - TAPLEY PROJECT

58 South 300 West, Lehi, Utah 84043 · Parcel 01:030:0007 · Zoning MU · **Owner:** J. Tapley Ronald Mitchell & Marci Ann Mitchell

Platted: E½ Lot 3 & S¾ Lot 8, Block 34, Plat "A", Lehi City Survey · **Parcel:** ±67.5 ft × ±298 ft · 20,125 sq ft (0.46 ac) per Utah County GIS

Drawn to scale (1 in ≈ 26 ft) from stated unit dimensions: 15 ft interior width x 45-50 ft deep (drawn at 50 ft), plus 15 ft carport/deck.



PROPOSED LOT LINES: none - no subdivision proposed. Parcel remains one lot of 20,125 sq ft (0.46 ac). Lot lines shown are the existing boundary.

ADJACENT PROPERTIES & OWNERS

01:030:0001 - Custer, Elizabeth & Joseph - 24 S 300 West
01:030:0010 - Nielsen, Verla; Whitener, Jim & Verla - 88 S 300 West
01:030:0008 - Steineckert 4 Plex LLC - 350 W 100 South
01:030:0012 - Shaw, David & Heather - 390 W 100 South
01:030:0011 - Utah County (±5 ft strip at rear)
01:030:0003 - Hearthstone Apartments LLC - 333 W Main

All within Block 34, Plat "A", Lehi City Survey.
Each unit: 3 bed (2 upper + 1 basement) · 1½ bath.
2 story over full basement.

DIMENSIONAL ISSUE TO RESOLVE WITH THE CITY

Four units at 15 ft interior = 60 ft clear, plus walls (assumed 6 in party, 9 in end) = ±63 ft exterior across a 67.5 ft lot. That leaves only ±2.25 ft of clearance on each side. Most side-yard setback standards exceed that. Confirm the MU side setback (Table 05.040-B) before proceeding - if a larger setback applies, unit width, unit count, or building orientation will have to change.

SETBACKS for the existing house and barn are not dimensioned pending field measurement. EASEMENTS not shown pending title report.

Schematic concept exhibit. Parcel area per Utah County GIS (20,125 sq ft); boundary dimensions approximate and subject to a boundary survey.

Written Description of Proposed Development

Project: Tapley Project · **Address:** 58 South 300 West, Lehi, Utah 84043
Parcel: 01:030:0007 · **Zoning:** MU (Mixed Use) · **Parcel Area:** 20,125 sq ft (0.46 acre)
Owner of Record: J. Tapley Ronald Mitchell & Marci Ann Mitchell
Submitted in satisfaction of Concept Plan Requirement (2)(a)-(d), Lehi City Development Code §§11-010 - 11-040.

(A) TYPE OF DEVELOPMENT

This is a small-scale residential infill project on an existing 0.46-acre parcel in Lehi's Mixed-Use (MU) district, within the historic downtown block pattern of Plat "A", Lehi City Survey.

The **existing single-family home fronting 300 West is retained**, as is the **existing barn/workshop** located mid-lot. Neither structure is proposed for demolition. The rear portion of the parcel is developed with a single two-story building containing **four attached residential units**, set back from the rear property line rather than built to the boundary.

Each unit is a townhome-style layout of approximately **15 feet of interior width by 45 to 50 feet deep**, containing **three bedrooms and one and one-half bathrooms** - two bedrooms on the upper floor and one in the finished basement, with living, kitchen and a half bath on the main floor. The basement bedroom will be provided with an emergency escape opening and window well as required by IRC R310. Each unit has covered parking at the front with a private deck above, and a private backyard behind. Including the existing home, the parcel would contain **five dwelling units total**.

The units are proposed as **rental housing held in single ownership**. Access to the rear building is by a shared **20-foot-wide private road access** running from 300 West alongside the existing home, with a rounded turn at the rear sized for fire apparatus. The access configuration was developed in a pre-application meeting with the Lehi City Fire Marshal.

(B) PROPOSED BUILDING MATERIALS

Exterior materials are selected to sit comfortably in the surrounding downtown-Lehi context and to satisfy Lehi's multi-family design standard requiring that 51% or more of each façade, on all four sides, be brick, stone, or fiber-cement:

- **Primary field:** fiber-cement lap siding with fiber-cement panel accents
- **Base accent:** stone or brick veneer at the ground level and entry surrounds
- **Roofing:** architectural asphalt shingle, or standing-seam metal at accent roofs
- **Windows and doors:** fiberglass or metal-clad units
- **Decks and railings:** durable metal or composite railing systems
- **Trim and soffits:** fiber-cement or composite trim

Large fields of stucco or vinyl are not proposed as primary materials, and no metal-clad building form is proposed. The final color palette will be selected with the property owner and can be provided at the site plan stage.

(C) PROPOSED CC&RS

None are proposed at this time. All four units are intended to be held in single ownership and operated as rental housing, so covenants, conditions and restrictions are not anticipated.

Should the project later convert to individually-owned, for-sale units, a condominium plat and a corresponding set of CC&Rs would be prepared and recorded at that time. The applicant is open to discussing a for-sale component with the City if that better serves Lehi's housing objectives.

(D) PROPOSED AMENITIES

- **Private outdoor space for every unit** - a private backyard behind each unit, plus a private deck above each carport, giving each household both ground-level and elevated outdoor living.
- **Covered parking** - one covered stall per unit at the front of each unit, with additional surface parking on the site.
- **Landscaping** - landscaped front yard maintained at the existing home, landscaped areas within the rear court, and buffer and screen planting along shared property lines with adjoining residential neighbors.
- **Fencing and screening** - privacy fencing between the existing home and the shared access drive, and screening along shared boundaries to protect neighboring yards.
- **Site lighting** - exterior lighting scaled to a downtown residential context, directed downward and shielded to avoid spillover onto adjacent properties.
- **Design theme** - a cohesive architectural treatment that ties the new rear building to the scale, materials and roof forms of the existing home and the surrounding Block 34 neighborhood, which already includes an existing fourplex and an apartment building.

SUPPORTING CONTEXT

The block already contains small multi-family housing: an existing fourplex directly adjoins the rear of the subject parcel, and an apartment building stands two properties to the north. This proposal is consistent with the established pattern of the block rather than an introduction of a new use type to the area.

The project also advances the small-scale, compatible multi-family housing described in Lehi's Moderate Income Housing element, on a walkable downtown parcel already served by City water, secondary irrigation, sewer and power.

Prepared for Concept Review. Dimensions and areas are approximate and subject to a boundary survey. Materials and amenities described are conceptual and may be refined through the site plan process.

Agenda Item No: 6.3

City Council Agenda Item Report

Meeting Date: October 27, 2026
Submitted By: Jacob Curtis
Submitting Department: Planning Division
Item Type: Ordinance
Agenda Section: Regular Agenda

Subject:
Consideration of Ordinance #49-2026, approving the 802 W State Street Zone Change, changing the zoning on .72 acres from Mixed Use to Heavy Commercial.

Summary:

Attachments:

Ord 49-2026.docx

802 W State Street ZC 1.pdf

ORDINANCE NO: 49-2026

AN ORDINANCE APPROVING A ZONE DISTRICT DESIGNATION AMENDMENT AND ZONING DISTRICT MAP AMENDMENT LOCATED AT 802 WEST STATE STREET

WHEREAS, Lawrence Snow, authorized agent for owner of property located at 802 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 October 8, 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 October 27, 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 October 8, 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 49 -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 27th day of October 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”

802 W STATE STREET ZONE CHANGE

Taxing Description: COM N 766.596 FT & W 971.214 FT FROM THE S 1/4 COR. SEC. 5, T5S, R1E, SLB&M; N 45 DEG 10' 17" W 30.42 FT; S 11 DEG 28' 13" W .34 FT; N 45 DEG 0' 10" W 159.34 FT; N 8 DEG 0' 0" E 226.61 FT; N 8 DEG 45' 17" E 1.39 FT; N 8 DEG 0' 0" E 122.81 FT; S 48 DEG 27' 43" E 166.39 FT; S 45 DEG 48' 28" E 13.68 FT; S 50 DEG 13' 10" E 79.86 FT; S 50 DEG 13' 38" E 49.13 FT; S 13 DEG 29' 48" W 221.85 FT; N 74 DEG 42' 28" W 75.56 FT; S 15 DEG 43' 7" W 86.2 FT TO THE POB. AREA 1.819 AC.

802 W STATE STREET ZONE CHANGE

CITY COUNCIL REPORT

Applicant	Lawrence Snow		
Meeting Date	October 27, 2026		
Requested Action/Purpose	Approval of a proposed zone change		
Location	802 W State Street		
Project Area	0.72 acres		
Existing Zoning	Mixed Use (MU)		
Proposed Zoning	Heavy Commercial (C-H)		
Existing General Plan Land Use Designation	Heavy Commercial (C-H)		
Adjacent Zoning and Land Use	*North*	MU	I-15
	South	MU	Offices
	East	MU	Existing home
	West	C-H	Existing home
Date of DRC Review	September 23, 2026		
Date of Planning Commission Review	October 8, 2026		
Assigned Planner	Jacob Curtis		

REQUIRED ACTION

Planning Commission	Review and recommendation
City Council	Final approval

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.

APPLICABLE DEVELOPMENT CODE REGULATIONS

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

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

PROPERTY HISTORY

June 15, 1872 This property was part of the original Lehi boundaries.

REPORT ANALYSIS

The applicant is seeking approval of a proposed zone change from the Mixed Use (MU) zone to Heavy Commercial (C-H) zoning. This property is intended to have C-H zone according to the General Plan designation. The applicant intends to combine this property with the two adjacent properties directly West of it, which they own, into one parcel. The other two parcels are already zoned C-H.

There were no DRC redline comments other than acknowledging that the zone change is consistent with the General Plan Designation.

POSSIBLE MOTIONS AND FINDINGS

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

1. The proposed zone change is/is not consistent with the goals and policies of the General Plan.
2. The proposed change is/is not consistent and compatible with the General Plan land uses of nearby and adjoining properties.
3. The proposed change will/will not unduly affect the uses, or proposed uses for nearby and adjoining properties.

PLANNING COMMISSION RECOMMENDATION

The Planning Commission reviewed the proposed zone change on October 8, 2026. The minutes and motion from this meeting are as follows:

802 W State Street Commercial Zone Change
DRC Redline Comments

Lawrence Snow- requests review of the 802 W State Street Zone Change, changing the zoning on .72 acres from MU to C-H.

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: 9/15/26
Time Start: 1:28 pm
Time End: 1:29 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: The request is consistent with the General Plan of Heavy Commercial in this area.

THIS ITEM WILL BE SCHEDULED FOR PLANNING COMMISSION ON OCTOBER 8, 2026.
(NEED ENVELOPES BEFORE SCHEDULING)

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.

802 W State Street Zone Change

Aerial

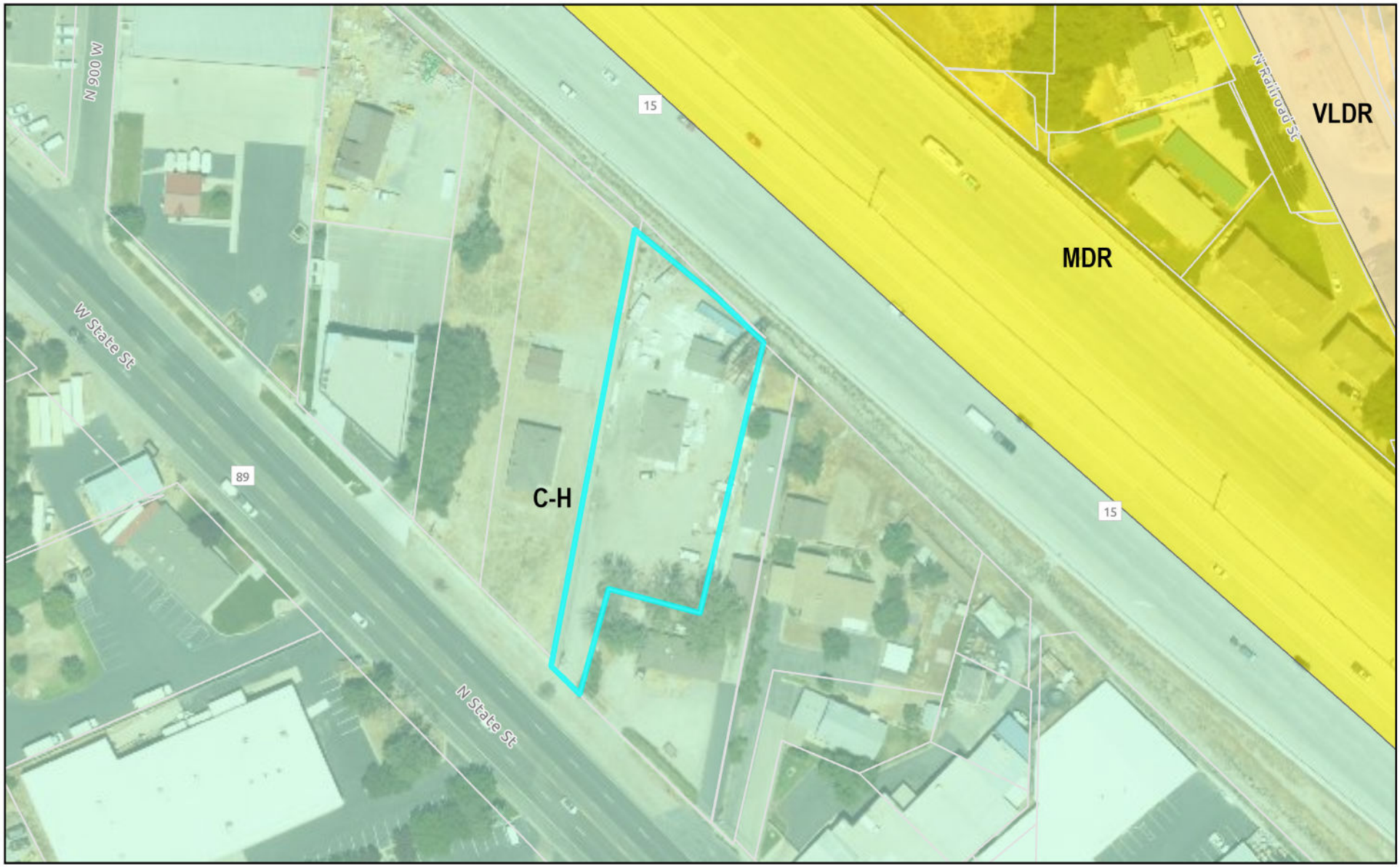


0 175 350 700 Feet

LEHI CITY

802 W State Street Zone Change

General Plan

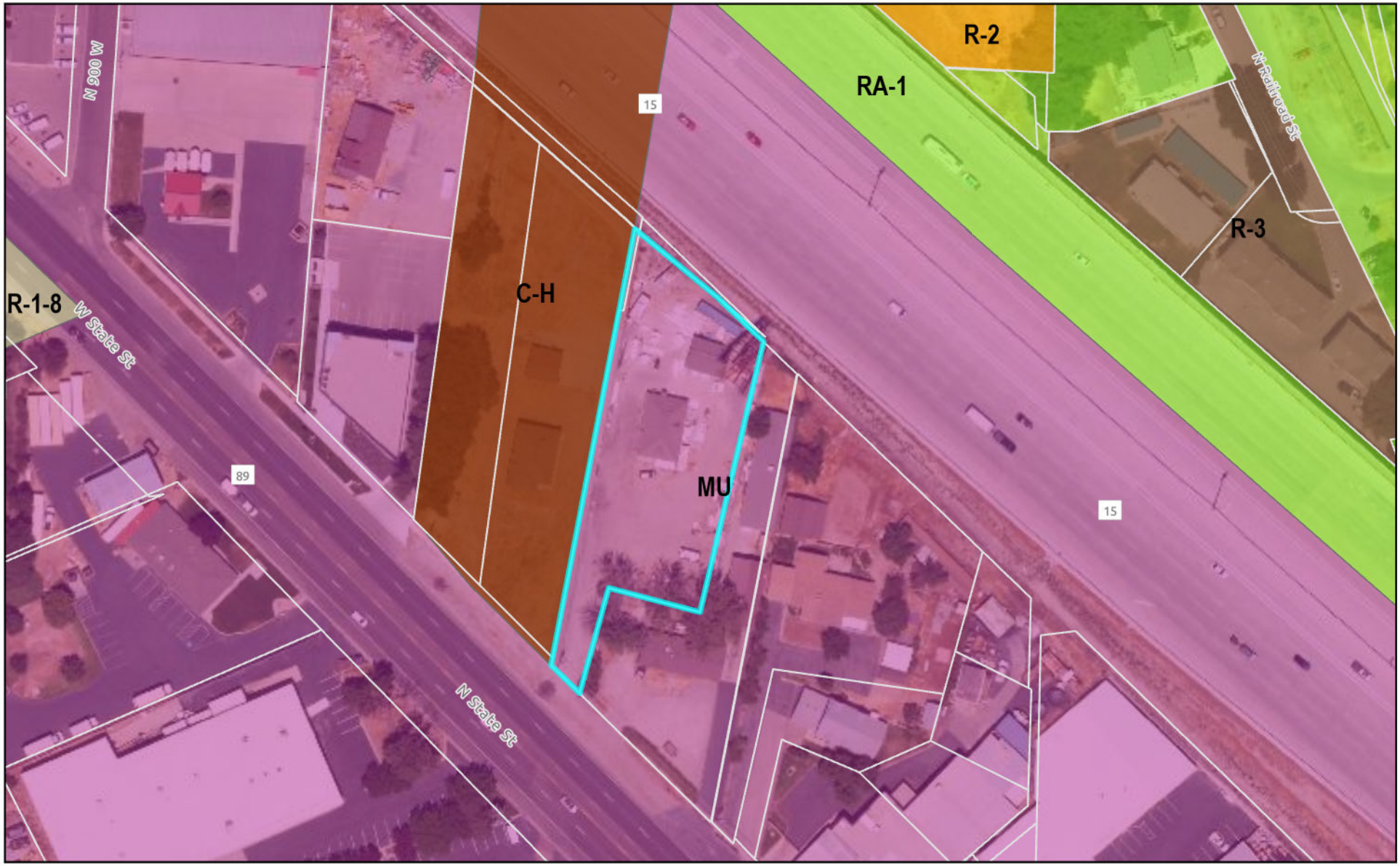


0 175 350 700 Feet

LEHI CITY

802 W State Street Zone Change

Zoning



LEHI CITY

Zone Change

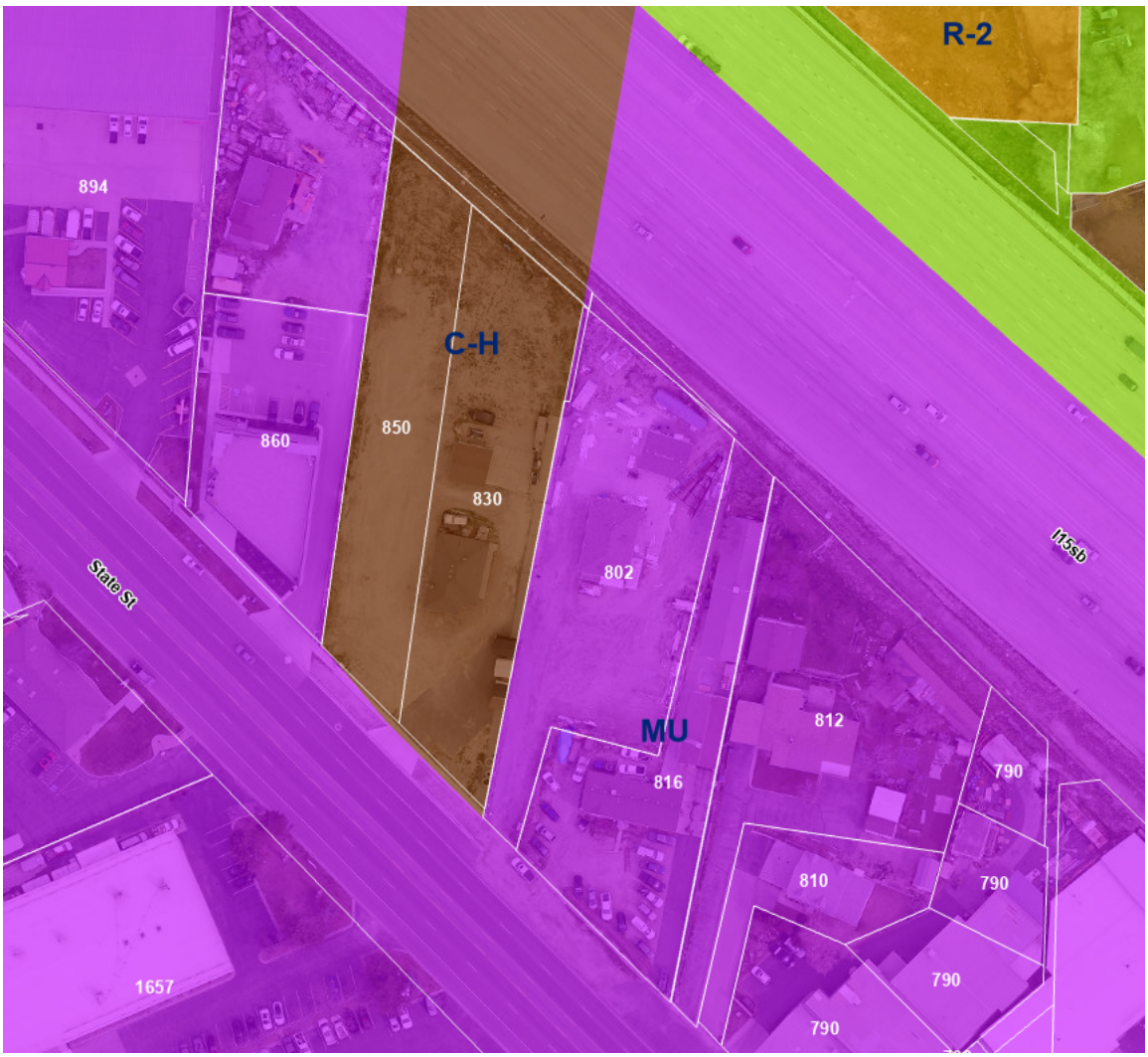
802 W State Street

Duck Investments has purchased the property at 802 W State Street and will be combining this property with 830-850 W State Street which is owned by Duck Investments into one parcel. The zoning of 802 is currently MU and this application is to make the change of 802 to match the current 830-850 zoning which is C-H.

Lawrence Snow

lawrencesnow@comcast.net

801-318-5593



Agenda Item No: 6.4

City Council Agenda Item Report

Meeting Date: October 27, 2026
Submitted By: Jacob Curtis
Submitting Department: Planning Division
Item Type: Ordinance
Agenda Section: Regular Agenda

Subject:

Consideration of the Logan Annexation on 2.68 acres located at approximately 1300 S 1700 W, with R-1-22 and TH-5 zoning

1. Public Hearing
2. Consideration of Resolution #2026-64 approving the Annexation agreement with the owners of the property.
3. Consideration of Ordinance #50-2026 approving the Logan Annexation with R-1-22 and TH-5 zoning.

Summary:

Attachments:

Logan Annexation 1.pdf

Res 2026-64.docx

Logan AnnexAgreement 10.27.26.docx

Ord 50-2026.docx

LOGAN ANNEXATION
CITY COUNCIL REPORT

Applicant	Danny Logan		
Meeting Date	October 27, 2026		
Requested Action/Purpose	Approval of a proposed annexation		
Location	Approximately 1300 S 1700 W		
Requested Zoning	R-1-22 & TH-5		
General Plan Land Use Designation	VLDRA		
Acreage	0.5 & 2.18 respectively Total: 2.68 acres		
Existing Land Use	Existing residence/ undeveloped		
Adjacent Zoning and Land Use	*North*	R-1-22	Church
	South	N/A	Single family home
	East	PF	Park
	West	R-1-22	Single family home
Date of DRC Review	September 2, 2026		
Date of City Council Acceptance	September 22, 2026		
Date of Planning Commission Review	October 8, 2026		
Assigned Planner	Jacob Curtis		

REQUIRED ACTION

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

REPORT ANALYSIS

The applicant requests to annex their property at approximately 1300 S 1700 W. The General Plan designates this property as Very Low-Density Residential Agriculture (VLDRA). The applicant requests approval of their proposal to annex 2.68 acres of property located at approximately 1300 S 1700 W with R-1-22 on 0.5 acres and TH-5 on the remaining 2.18 acres.

This annexation is being done by resolution because the property is part of an existing county island. The DRC had informational comments for the applicant.

POSSIBLE MOTIONS AND FINDINGS

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

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

PLANNING COMMISSION RECOMMENDATION

The Planning Commission reviewed the proposed annexation on October 8, 2026. The minutes and motion from this meeting are as follows:

Logan Annexation
DRC Redline Comments

Danny Logan- requests review of the Logan Annexation located at approximately 1300 S 1700 W with R-1-22 zoning on 0.5 acres and TH-5 on the remaining 2.18 acres.

DRC Members Present: Glade Kirkham, Garion Rowett, Ryan Allred, Shelbey Brewer, Kim Struthers, Gary Smith, Gary Ellis, James Farnsworth, Matt Seal
Representatives of the Applicant Present: Tony Trane
Assigned Planner: Jacob Curtis
Date of Plans Reviewed: 8/25/26
Time Start: 1:14 pm
Time End: 1:25 pm

DRC REPORT:

1. **Critical Issues: None**

2. **Location of existing and proposed City facilities- utilities are in 1700 W**

3. **Zoning required or recommended- R-1-22 and TH-5**

4. **Distances to schools/parks/shopping- Mellor-Rhodes park across the street**
   Dry Creek Elementary- 0.4 miles
   Willowcreek Junior High- 1.65 miles
   Lehi High School- 3 miles

5. **Transportation- 1700 W is a minor collector with protected bike lanes. Dry Creek trail on the south end of the property. Future trail would have 20' ROW.**

DRC GENERAL COMMENTS:

1. Power- There will need to be an RMP ATA for this. The north lot is on RMP
2. Water dedication has already been provided for the 0.5-acre portion zoned R-1-22. Additional water dedication will be required at the time the TH-5-zoned area is rezoned.
3. A Mylar copy of the annexation plat is required prior to scheduling the annexation for final City Council approval.
4. An annexation agreement will be required as part of the annexation process. The applicant is responsible to request a copy of the draft agreement prior to the final City Council meeting.
5. Dry Creek will need to be dedicated to the City at the time of development.

THIS ITEM IS SCHEDULED FOR CITY COUNCIL ON SEPTEMBER 22, 2026. PLANNING COMMISSION ON OCTOBER 8TH.

NEED ENVELOPES

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

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

Logan Annexation

Aerial

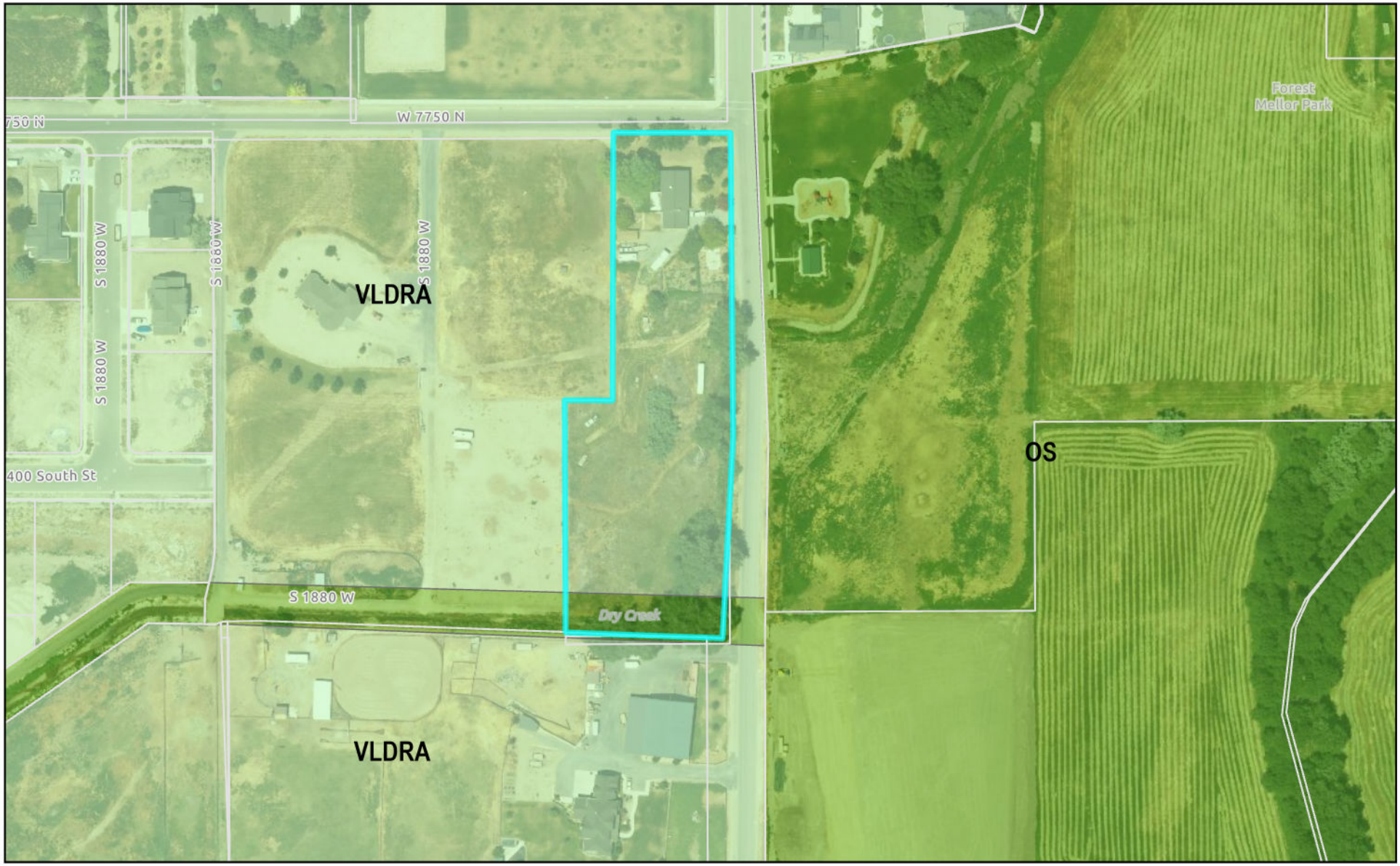


0 290 580 1,160 Feet

LEHI CITY

Logan Annexation

General Plan

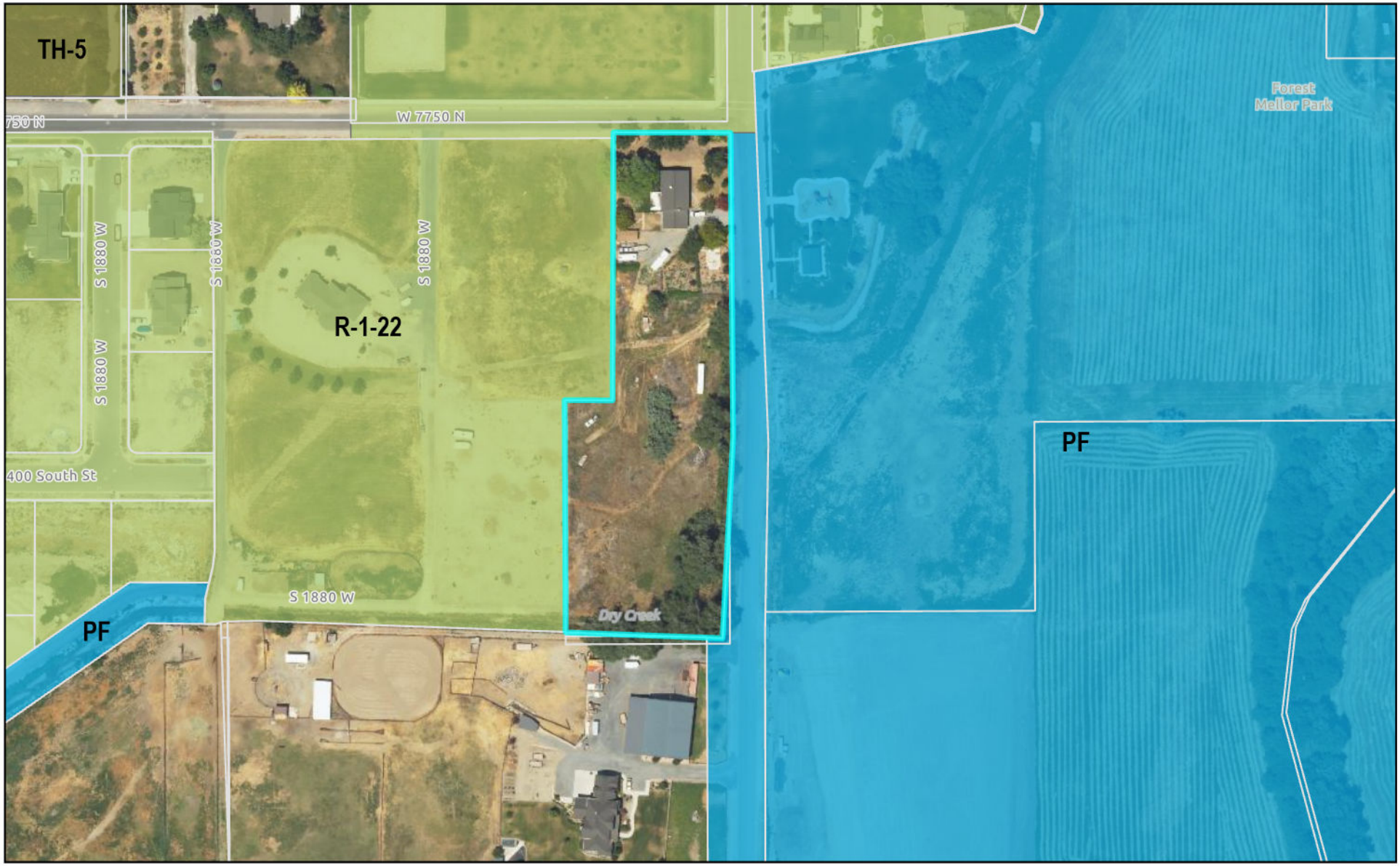


0 290 580 1,160 Feet

LEHI CITY

Logan Annexation

Zoning

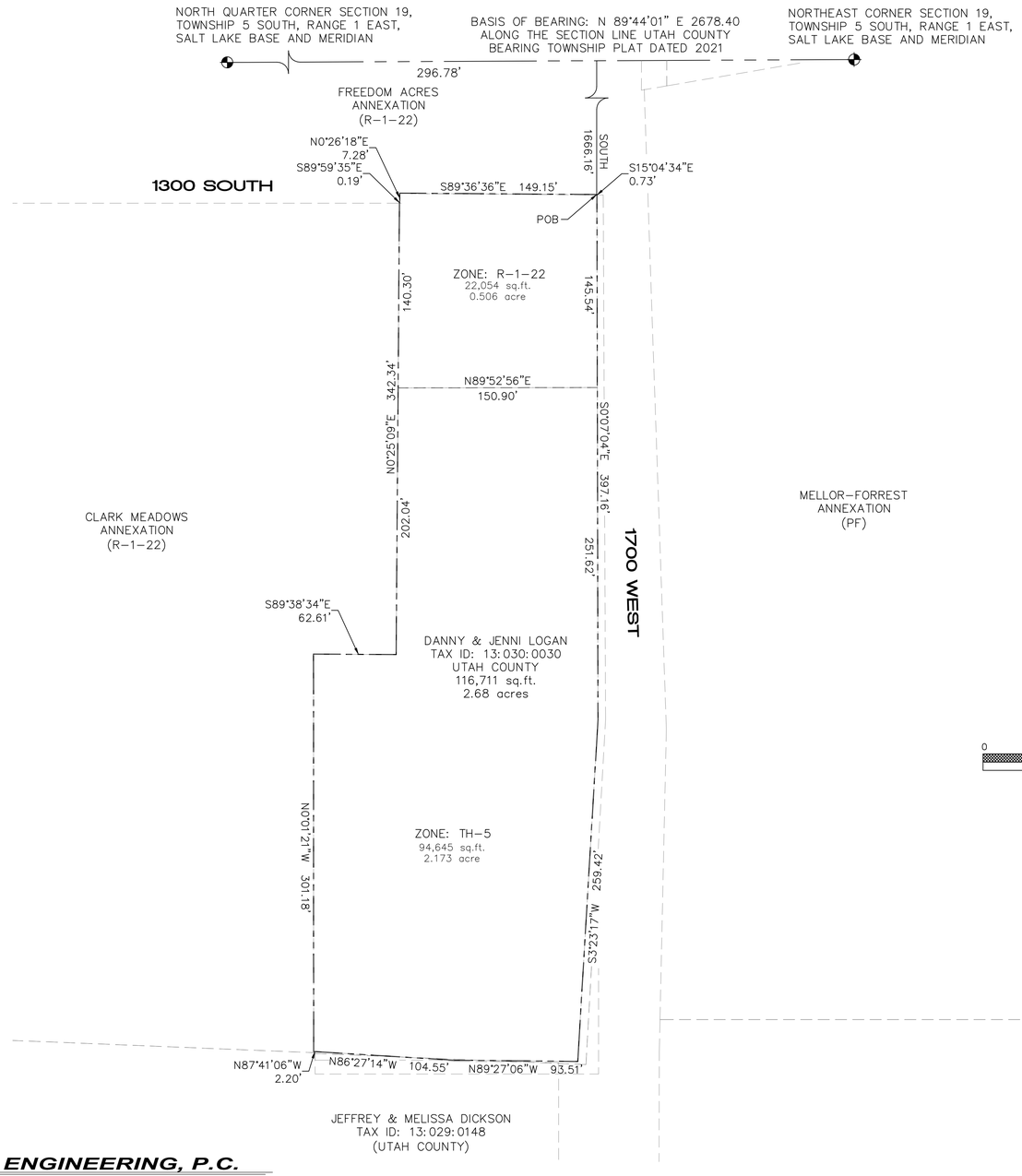


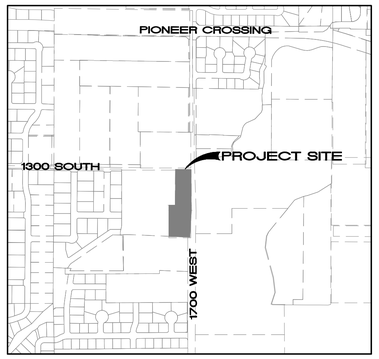
0 290 580 1,160 Feet

LEHI CITY

LOGAN ANNEXATION

LOCATED IN THE NORTHEAST QUARTER OF SECTION 19, TOWNSHIP 5 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN





VICINITY MAP

LEGEND

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

TRANE ENGINEERING, P.C.

CONSULTING ENGINEERS AND LAND SURVEYORS

27 EAST MAIN STREET, LEHI, UTAH 84043 (801) 768-4544

SURVEYOR'S CERTIFICATE

I, Travis Trane, do hereby certify that I am a Professional Land Surveyor and that I hold licence No. 5152741 in accordance with title 58, chapter 22 of the Professional Engineers and Land Surveyors licensing act, Utah code annotated, 1953 amended, I further certify that this is a true and accurate map of the tract of land to be annexed to Lehi City, Utah County, Utah.

ANNEXATION DESCRIPTION

Beginning at a point on West line of MELLOR-FORREST ANNEXATION which is North 89°44'01" East 296.78 feet along the section line and South 1666.16 feet from North Quarter Corner of Section 19, Township 5 South, Range 1 East, Salt Lake Base and Meridian: thence along MELLOR-FORREST ANNEXATION the following three courses 1) South 15°04'34" East 0.73 feet; 2) South 00°07'04" East 397.16 feet; 3) South 03°23'17" West 259.42 feet; thence along Boundary Line Agreement Entry 108382015 the following three courses 1) North 89°27'06" West 93.51 feet; 2) North 86°27'14" West 104.55 feet; 3) North 87°41'06" West 2.20 feet; thence along CLARK MEADOWS ANNEXATION the following three courses 1) North 00°01'21" West 301.18 feet; 2) South 89°38'34" East 62.61 feet; 3) North 00°25'09" East 342.34 feet; thence along FREEDOM ACRES ANNEXATION the following three courses 1) South 89°59'35" East 0.19 feet; 2) North 00°26'18" East 7.28 feet; 3) South 89°36'36" East 149.15 feet to the point of beginning.

SURVEYOR

DATE

SURVEYOR'S SEAL

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

COUNTY SURVEYOR

DATE

COUNTY SURVEYOR'S SEAL

ACCEPTANCE BY LEGISLATIVE BODY

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

DATED THIS _____ DAY OF _____, 2021.

Mayor

Council Member

Council Member

Council Member

Council Member

Council Member

Council Member

City Recorder

RECORDER'S SEAL

FINAL LOCAL ENTITY PLAT

LOGAN ANNEXATION

LEHI CITY, UTAH COUNTY, UTAH

SCALE 1" = 40 FEET

RECORDING INFORMATION

RESOLUTION NO: 2026-64

A RESOLUTION OF THE LEHI CITY COUNCIL APPROVING AN ANNEXATION AGREEMENT WITH THE OWNERS OF THE PROPERTY THAT IS THE SUBJECT OF THE LOGAN ANNEXATION

WHEREAS, the owners desire to annex certain property located at approximately 1300 South 1700 West to the City of Lehi which property is further described in Exhibit "A" of the Annexation Agreement and incorporated by reference herein; and

WHEREAS, owners have specifically requested that said property be annexed to the City, and the City Council having considered the matter is willing to annex the said property only upon certain conditions to be met and fulfilled by the owners, their heirs, executors, assigns and successors in interest; and

WHEREAS, it is expressly agreed and understood by and between the parties that but for the said performance by the owners, the City of Lehi would not, under any circumstance, annex the said property within its corporate boundaries; and

WHEREAS, the conditions, performances and obligations of the owners set forth herein are expressly understood to be independent and in addition to compliance with all of the laws, ordinances, requirements and regulations of the city of Lehi; and

WHEREAS, it is further agreed that this Agreement in no way and under no circumstances infers sketch plan, preliminary plan or final plan approval of any subdivision or development, nor does it assure or represent that the owners and/or developers have complies with all of the requirements set forth by ordinance and statute as pertains to the proposed improvement of development; and

WHEREAS, after considering the facts and comments presented to the City Council, the Council finds: (i) that it should approve an Annexation Agreement with the owners of the property that is the subject of the Logan Annexation; and (ii) such action furthers the health, safety and welfare of the citizens of Lehi.

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

1. The Logan Annexation Agreement attached hereto as Exhibit "A" is herby approved and the Mayor is authorized to execute the Agreement and take all other such actions 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 27th day of October 2026.

LEHI CITY	ATTEST
_____	_____
PAUL BINNS, Mayor	TEISHA WILSON, City Recorder

PASTURE WALK ANNEXATION
ANNEXATION AGREEMENT

THIS AGREEMENT made and entered into this____ day of_____, 20___, by and between **LEHI CITY CORPORATION,** a municipal corporation of the State of Utah and **THE UNDERSIGNED PROPERTY OWNERS,** hereinafter referred to as Owners.

WHEREAS, the Owners desire to annex certain property to the City of Lehi which property is described on Attachment A and incorporated by reference herein; and

WHEREAS, Owners have specifically requested that said property be annexed to the City, and the City Council having considered the matter is willing to annex the said property only upon certain conditions to be met and fulfilled by the Owners, their heirs, executors, assigns and successors in interest.

WHEREAS, it is expressly agreed and understood by and between the parties that but for the said performance by the Owners, the City of Lehi would not, under any circumstance, annex the said property within its corporate boundaries.

WHEREAS, the conditions, performances and obligations of the Owners set forth herein are expressly understood to be independent and in addition to compliance with all of the laws, ordinances, requirements and regulations of the city of Lehi; and

WHEREAS, it is further agreed that this Agreement in no way and under no circumstances infers sketch plan, preliminary plan or final plan approval of any subdivision or development, nor does it assure or represent that the Owners and/or developers have complied with all of the requirements set forth by ordinance and statute as pertains to the proposed improvement of development;

NOW THEREFORE, for and in consideration of the City of Lehi's Agreement to annex said property into the corporate limits of the City of Lehi, the Owners agree to the following:

1. This agreement shall be and is hereby expressly made binding upon all of the heirs, executors, assigns and any and all other successors in interest of the parties hereto.
2. Any improvements stated herein as required to be performed by the Owners prior to annexation shall be and are expressly understood and set forth herein as conditions precedent to annexation; and any requirement which is to be performed after annexation shall be subject to specific performance by the Owner and/or developer, and shall be considered to be a condition subsequent to the annexation and is a requirement to the continued status of the property as having a right to the services, governmental and utility of the City of Lehi.
3. It is agreed that the Owners and/or developers shall pay unto the City of Lehi at such times and places as

required by the ordinance, rules and regulations existing at the time of this Agreement, or as subsequently changed by ordinance, rules of regulations, such sums as are required by the said ordinances, rules and regulations pertaining to development of subdivisions, connections fees, impact fees, and any and all other such fees as are so made and provided.

4. The property will be zoned **R-1-22 and TH-5** as shown on the annexation plat map**.**

5. There will be a water right dedication required as a condition of recording the annexation plat because of the R-1-22 zoning designation. The amount of water to be dedicated has been calculated according to Section 27.070 of the Lehi City Development Code, and determined to be .79 acre feet per acre of culinary water and 2.90 acre feet per acre of irrigation water. The annexation plat shall be recorded prior to any application for development being considered other than a concept plan application. When water transfers do occur, they must comply with Exhibit B (attached).

6. As per Utah State Code requirements, Owners agree to work with Lehi City Power to purchase and remove any existing Rocky Mountain Power services to individual customers within the annexation area and connect them to Lehi City Power as a condition of recording the annexation plat and prior to any application for development being considered. This will be at the Owner's expense, and they are required to work with the Lehi City Power Department to provide Lehi City power to the existing customers. If purchase is needed, Lehi City Power will send a request for facility transfer to Rocky Mountain Power, and all costs for the transfer will be passed on to the owner/developer.

7. At the time of development of the property, the Owners and/or Developer will be responsible to purchase, move or remove any existing Rocky Mountain Power main lines and/or facilities affected by the development.

8. As property is developed, roadway dedication may be required to accommodate local roads as identified on the Lehi City Master Transportation Plan.

9. As the property in the annexation is sold or developed, Owners agree to provide notification to all purchasers of the provisions of the Right to Farm chapter of the Lehi City Development Code as it relates to agricultural uses in the area such that all subsequent property owners will be aware of the nature of the farming operations on surrounding properties and the intent to continue present agricultural operations. All individual buyers will be notified of the existing agricultural uses in the surrounding area with the following statements which will be included on the recorded subdivision plats:

> "This area is subject to the normal, everyday sounds, odors, sites, equipment, facilities and any other aspect associated with an agricultural lifestyle. Future residents should also recognize the risks inherent with livestock."

10. The extension of all city utility lines and services will be the responsibility of the Developer.

IN WITNESS WHEREOF, the said parties to this agreement have hereunto signed their names and day and year as written.

_____ _____
PAUL BINNS, Mayor Date

ATTEST:_____
TEISHA WILSON, City Recorder
Lehi City, Utah

_____ _____ _____ _____
Property Owner Date Property Owner Date

ACKNOWLEDGMENT

STATE OF UTAH
S.S.
COUNTY OF UTAH

ON THE _____DAY OF _____A.D. 20___ PERSONALLY APPEARED BEFORE ME

_____, THE SIGNERS OF THE FOREGOING DOCUMENT WHO DULY ACKNOWLEDGED TO ME THAT THEY DID EXECUTE THE SAME.

MY COMMISSION EXPIRES:_____ _____
NOTARY PUBLIC (SEE SEAL)

EXHIBIT "A"

ANNEXATION DESCRIPTION

Beginning at a point on West line of MELLOR–FORREST ANNEXATION which is North 89°44'01" East 296.78 feet along the section line and South 1666.16 feet from North Quarter Corner of Section 19, Township 5 South, Range 1 East, Salt Lake Base and Meridian: thence along MELLOR–FORREST ANNEXATION the following three courses 1) South 15°04'34" East 0.73 feet; 2) South 00°07'04" East 397.16 feet; 3) South 03°23'17" West 259.42 feet; thence along Boundary Line Agreement Entry 10838:2015 the following three courses 1) North 89°27'06" West 93.51 feet; 2) North 86°27'14" West 104.55 feet; 3) North 87°41'06" West 2.20 feet; thence along CLARK MEADOWS ANNEXATION the following three courses 1) North 00°01'21" West 301.18 feet; 2) South 89°38'34" East 62.61 feet; 3) North 00°25'09" East 342.34 feet; thence along FREEDOM ACRES ANNEXATION the following three courses 1) South 89°59'35" East 0.19 feet; 2) North 00°26'18" East 7.28 feet; 3) South 89°36'36" East 149.15 feet to the point of beginning.

EXHIBIT "B"

LEHI CITY
WATER RIGHT TRANSFER PROCEDURES

The procedures in this exhibit pertain to all transfers of water rights to Lehi City such as transfers related to annexations, zone changes, etc.

1. General Requirements. The water right dedication for an annexation is based on the zoning designation assigned at the time of annexation. Should the zone be changed subsequent to annexation, an adjustment will be made in order to conform to the water dedication schedule for the new zone. Acre-feet will be rounded up if the shares/water rights do not exactly match the required amount. Lehi Irrigation Company shares shall be used as the standard in determining the number of shares of water stock to be dedicated. Owner warrants good and marketable title to the Stock/Water Rights and warrants that Stock/Water Rights will be transferred free of all liens, encumbrances and security interests. Owner shall pay all debts, taxes, charges and assessments against said Stock/Water Rights existing as of the date that the Owner transfers Stock/Water Rights to Lehi City.

2. Irrigation Company Shares. If the irrigation shares can be used directly in the Lehi pressurized irrigation system, the shares shall be transferred into the name of Lehi City through the Irrigation company and the certificates delivered to Lehi City. If the irrigation company shares cannot be used directly in the Lehi pressurized irrigation system, the change application procedure in item #4 must be followed. When the change application is final, Owner must transfer the shares into the name of Lehi City through the Irrigation company and deliver the certificates to Lehi City.

3. Fee in Lieu of Future Assessments. Shares of stock in mutual irrigation companies are subject to payment of an annual fee to cover assessments levied by the irrigation company board of directors pursuant to Utah Code Annotated 16-4-4 et seq. If the city incurs pumping costs in order to use the irrigation water in the city system, then there shall be an additional assessment. In consideration for the City's additional obligation created herein for all future assessments levied by the irrigation company, Owner agrees to make a one-time payment to Lehi City equal to the most recent assessment levied against the shares being

transferred to the City multiplied by 15.

4. <u>Non-irrigation Company Shares.</u> The Owner must prepare, submit, pay appropriate fees and receive approval from State Engineer's Office for a Joint Change of Water for said water right to be used from an existing City source for municipal use as approved by the Lehi City Engineer. (This will allow quantification and verification of the right by the State Engineer's Office.) The decision on the change application shall be considered final when the time for filing a request for reconsideration with the Utah State Engineer's office (20 days after issuance of the Utah State Engineer's decision) and the time for filing a judicial review action in the district court (30 days after the later of the issuance of the Utah State Engineer's decision or a denial of a request for reconsideration) has run and no judicial review action has been filed. When the change application is final, Owner must:

a. Prepare warranty deed to transfer title to Lehi City

b. Record deed at the Utah County Recorder's Office

c. Transfer title to Lehi City at the State Engineer's Office

d. Deliver recorded deed to Lehi City

ORDINANCE NO: 50-2026

AN ORDINANCE APPROVING THE LOGAN ANNEXATION

WHEREAS, the Lehi City Council has adopted a resolution of intent to annex real property known as the Logan Annexation, located at approximately 1300 South 1700 West and further identified by Exhibit "A" pursuant to the provisions of Section 10-2-418 of the Utah Code: and

WHEREAS, the Lehi City Council conducted a public hearing on the 27th day of October 2026, after having published notice as also required by Section 10-2-418 of the Utah Code; and

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

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

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

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

Section 3. Pursuant to Utah Code Ann. §10-9-406, the City Council hereby assigns the R-1-22 and TH-5 zoning designations to the territory depicted on the Annexation Plat which is being annexed to Lehi City by this ordinance, and further directs that the Official Zoning District Map of Lehi City be amended to show the area as part of Lehi City with the new zoning district designation.

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

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

Approved and adopted by the Lehi City Council this 27th day of October 2026.

ATTEST

_____	_____
PAUL BINNS, Mayor	Teisha Wilson, City Recorder

EXHIBIT “A”

Logan Annexation Legal Description

ANNEXATION DESCRIPTION

Beginning at a point on West line of MELLOR–FORREST ANNEXATION which is North 89°44'01" East 296.78 feet along the section line and South 1666.16 feet from North Quarter Corner of Section 19, Township 5 South, Range 1 East, Salt Lake Base and Meridian: thence along MELLOR–FORREST ANNEXATION the following three courses 1) South 15°04'34" East 0.73 feet; 2) South 00°07'04" East 397.16 feet; 3) South 03°23'17" West 259.42 feet; thence along Boundary Line Agreement Entry 10838:2015 the following three courses 1) North 89°27'06" West 93.51 feet; 2) North 86°27'14" West 104.55 feet; 3) North 87°41'06" West 2.20 feet; thence along CLARK MEADOWS ANNEXATION the following three courses 1) North 00°01'21" West 301.18 feet; 2) South 89°38'34" East 62.61 feet; 3) North 00°25'09" East 342.34 feet; thence along FREEDOM ACRES ANNEXATION the following three courses 1) South 89°59'35" East 0.19 feet; 2) North 00°26'18" East 7.28 feet; 3) South 89°36'36" East 149.15 feet to the point of beginning.