Lehi City Council Meeting
Agenda
April 28, 2026

7:00 PM - Lehi Civic Center, Council Chambers (131 N. 100 E., Lehi, Utah)

Regular Session, 7:00 p.m.

I. Welcome, Roll Call, Pledge of Allegiance

II. Presentations and Reports

1. Dragonfly Park Presentation and Discussion

2. Presentation and Discussion of Bike and Pedestrian Master Plan Vision, Goals, and Map.
Bike-Ped Vision and Goals - CC 04.14.26.pdf

III. 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.

IV. Consent Agenda

1. Approve Purchase Orders

2. Approve City Council Meeting Minutes
031026 Minutes.docx

3. Consideration of Resolution #2026-30, approving an agreement with SMM Excavation for the 2025 Community Development Block Grant (CDBG) Downtown Street Improvement Project.
Res 2026-30.docx
Bid Tab and SMM Excavation Contract.pdf

4. Consideration of Resolution #2026-31, approving the allocation of PARC Tax funds for cultural facilities organizations with Lehi City.
Res 2026-31.docx
Grant Request - Council Reviewed 2026.pdf
Grant Request - Application Summaries 2026.pdf

V. Regular Agenda

1. Public Hearing to consider feedback on the Lehi City Community Development Block Grant (CDBG) Annual Action Plan, which outlines community needs, potential community funding priorities, and program structure and governance for the program year 2026-2027.
FY26 Lehi AAP DRAFT.pdf

2. Cedar Hollow Holdings Annexation located at 400 South Center Street.
a. Public Hearing
b. Consideration of Resolution #2026-32 approving an Annexation Agreement.
c. Consideration of Ordinance #22-2026 approving the Cedar Hollow Holdings Annexation, with R-1-Flex zoning on 15.31 acres of property located at approximately 400 South Center Street.

Petitioner: Gary Cooper
Cedar Hollow Annexation 1
Res 2026-32
Cedar Hollow Holdings AnnexAgreement
Ord 22-2026

3. Slay Holdings Annexation located at 2300 West 300 South
a. Public Hearing
b. Consideration of Resolution #2026-33 approving an Annexation Agreement.
c. Consideration of Ordinance #23-2026 approving the Slay Holdings Annexation, with R-1-Fex (residential) zoning on 4 acres of property located at approximately 2300 West 300 South.

Petitioner: Slay Holdings
Slay Holdings Annexation
Res 2026-33
Slay Holdings AnnexAgreement
Ord 23-2026

4. Consideration of Ordinance #21-2026 creating the Lehi City Small Business Advisory Council and approving and adopting an accompanying Guiding Principles Policy.
Ord 21-2026
Small Business Advisory Council (Exhibit A)

5. Boards and Committees Update and Discussion

VI. Administrative Report

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

Closed Session

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

VIII. 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: 1

City Council Agenda Item Report

Meeting Date: April 28, 2026
Submitted By: Teisha WIlson
Submitting Department:
Item Type: Presentation
Agenda Section: Presentations and Reports

Subject:
Dragonfly Park Presentation and Discussion

Summary:

Attachments:

Agenda Item No: 2

City Council Agenda Item Report

Meeting Date: April 28, 2026
Submitted By: Teisha WIlson
Submitting Department:
Item Type: Discussion
Agenda Section: Presentations and Reports

Subject:
Presentation and Discussion of Bike and Pedestrian Master Plan Vision, Goals, and Map.

Summary:

Attachments:

Bike-Ped Vision and Goals - CC 04.14.26.pdf

Bike-Ped Plan
Vision and Goals



LEHI CITY

Vision and Goals

- Feedback from public outreach
- Goal setting exercise with steering committee, PC, and CC
- These goals are a 5-10 year horizon

gfreestone
3 years ago

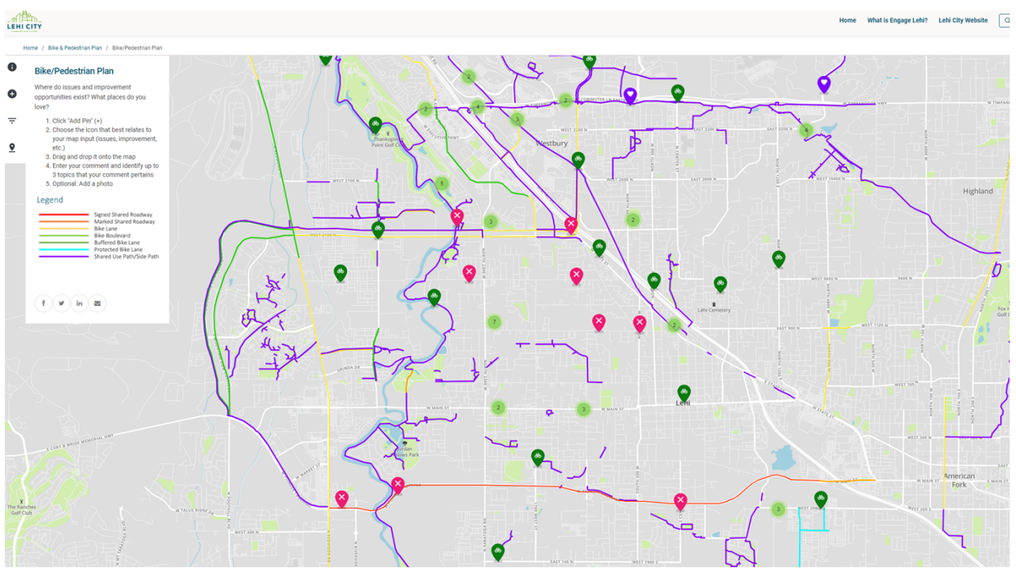
There is almost no roads in all of Lehi that have dedicated bike lanes, most main thoroughfares don't even have shoulders. Lehi's the least cycling friendly city in Utah County.

leadatortilla
2 years ago

There aren't sidewalks and this stretch of the road is very scary for pedestrians and especially bikers. There are a lot of homes directly west of this 1/2 mile stretch and access to mainstreet is not safe. I don't feel safe as an adult and I definitely don't want my children going on this part of the road either.

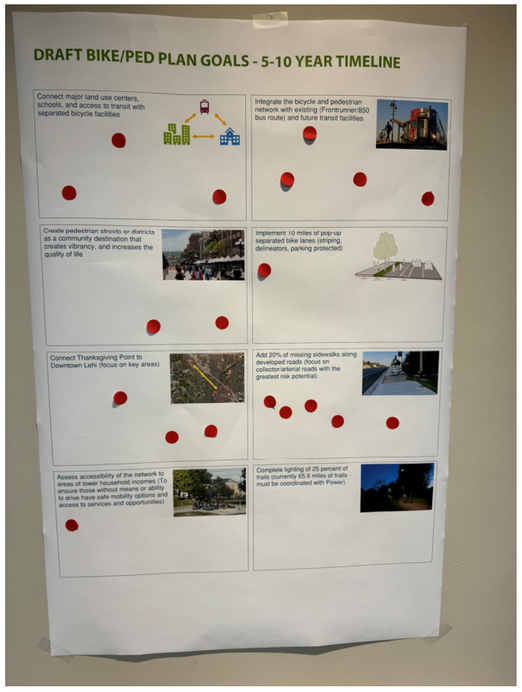
bryce
3 years ago

There should be a connector here from the Murdock Canal Trail to Triumph Boulevard so that bike commuters can have access to the Outlets



Vision and Goals





- Safety
- Connectivity

Vision

"Lehi will be safe and comfortable for families and individuals of all ages and abilities to walk, bike, and roll to their desired destinations."



Goal 1

Update Development Code and Design Standard requirements, in a way that City departments can agree upon, to increase safety and user comfort.



Goal 1

Update Development Code and Design Standard requirements, in a way that City departments can agree upon, to increase safety and user comfort.

1. Create an internal committee including Planning, Parks, Engineering, Public Works, Police, and Fire to discuss safety concerns and solutions. Come to a consensus on the approach that will be taken to increase safety and comfort.

2. Propose amendments to the Development Code and Design Standards.

Goal 2

Add 20 percent of the missing sidewalks along developed roads.



Goal 2

Add 20 percent of the missing sidewalks along developed roads.

1. Using a map of missing sidewalks, perform visual surveys of different areas to determine those with the greatest need.
2. Create a list of highest priority sidewalks for review by the City Council.
3. Use CDBG and other funds to add the new sidewalks, and propose budget be directed to the top priority sidewalks each year.

Goal 3

Complete lighting of 16 miles of trails (25% of all trails).



Goal 3

Complete lighting of 16 miles of trails (25% of all trails).

1. Using available trail user data, identify the trails with the most use and the most nighttime use.
2. After the main trails have been identified, conduct visual and intercept surveys to see what kind of lighting and where is the most needed.
3. Conduct an online survey to get other people's input on areas with the greatest lighting needs.
4. Develop a map prioritizing the areas for lighting.
5. Work with the power department on funding and installation of lights.

Goal 4

Focus expansion of the active transportation network on connections to key destinations. These key destinations include downtown Lehi, schools, transit (i.e. Frontrunner Station), and neighboring communities.





Goal 4

Focus expansion of the active transportation network on connections to key destinations. These key destinations include downtown Lehi, schools, transit (i.e. Frontrunner Station), and neighboring communities.

1. Create maps of the major land use centers, schools, and transit lines in Lehi. Map active transportation networks of our neighboring cities to determine connection points. Identify on the map the existing network of trails, sidewalks, and bike lanes.

2. Identify gaps in the bicycle network for connections to these major destinations.

3. Conduct an online survey with the gaps to get feedback from the public on any additional gaps, and the prioritization of completing missing segments.

4. Prioritize the existing gaps for funding and implementation. The focus should be on those with the most use, highest safety concerns, and highest risk potential.

5. Apply for funding, add items to the budget and start filling in the gaps.

Goal 5

Add an additional 11 miles of paved trails and 12 miles of on-street bike infrastructure to the network.



-Last 5 years – 19.1 miles
-Last 10 years – 29.1 miles



-Last 5 years – 4.1 miles
-Last 10 years – 7.6 miles

Goal 5

Add an additional 11 miles of paved trails and 12 miles of on-street bike infrastructure to the network.

1. Continue to require the development of master planned trails and bike paths when adjacent properties develop.

2. Apply for funding from outside sources and City budget to add additional paved trails and on-street bike infrastructure.

3. Provide resources necessary for Parks and Public Works Departments to maintain these facilities.

Goal 6

Designate pedestrian districts at community gathering places.





Goal 6

Designate pedestrian districts at community gathering places.

1. Identify existing community gathering places that people can walk to.
2. Update design requirements for these districts to prioritize pedestrians and further create unique places where people *want* to spend time.
3. Add pedestrian infrastructure and safety features at community gathering places.
4. Identify community gathering spaces that are in the long-term vision, such as downtown, TODs, neighborhood centers, etc.

Goal 7

Complete murals and public art at 3 trail under-crossings. (~25%)





13 total under crossings – varying ownership

Goal 7

Complete murals and public art at 3 trail under-crossings. (~25%)

1. Organize either Request for Proposals (RFP), a design competition, or another avenue to select artists.
2. Budget for money to add murals to the under crossings.
3. Complete a mural each year if possible.

Goal 8

Complete two or more segments in the existing recreational prioritized trail network.





Goal 8

Complete two or more segments in the existing recreational prioritized trail network.

1. Identify the prioritized recreational trail system and assess the gaps in the network to determine most feasible segments to complete.
2. Reach out to property owners along trail corridors to assess willingness to grant easements or sell property.
3. Estimate costs for trail construction on proposed segments.

Plan Draft - Intro

1 INTRODUCTION

Lehi City recognizes active transportation (bicycling, walking, scooters, wheelchairs, etc.) as a legitimate form of travel and recreation. The City recognizes and encourages the use of sidewalks, shared use paths, safe streets, and bikeways for transportation, recreation, socializing, and a host of other purposes. Children, teenagers, people with disabilities, and low-income households are more likely to use these modes for transportation, but by improving the quantity and quality of these facilities it will benefit and provide greater options for all residents of Lehi.

Plan Vision:
Lehi is safe and comfortable for families and individuals of all ages and abilities to walk, bike, and roll to their desired destinations.



The vision statement was crafted to guide this plan, the goals, and to capture the main takeaways received through public comment, surveys, and input from the Steering Committee, the Planning Commission and the City Council. This vision is in harmony with Lehi City's overall vision to *Develop a cutting-edge, family-centric community.*

Plan Draft – Goals Summary

GOALS

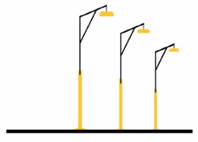
Eight goals are described in this plan and set forth what Lehi City wants to accomplish in the next 5-10 years. Detailed goals and strategies are provided in section 5 of this plan.



Goal 1: Update Development Code and Design Standard requirements, in a way that City departments can agree upon, to increase safety and user comfort.

20 %

Goal 2: Add 20 percent of the missing sidewalks along developed roads.



Goal 3: Enhance safety and comfort by adding lighting to the Rail Trail and analyzing lighting needs for other trails.



Goal 4: Focus on improving access to key destinations through expanded active transportation connections.

11 Trail Miles
12 Bike Lane Miles

Goal 5: Add an additional 11 miles of paved trails and 12 miles of on-street bike infrastructure to the network.



Goal 6: Create design requirements for vibrant, pedestrian-friendly community gathering places that strengthen local connections.



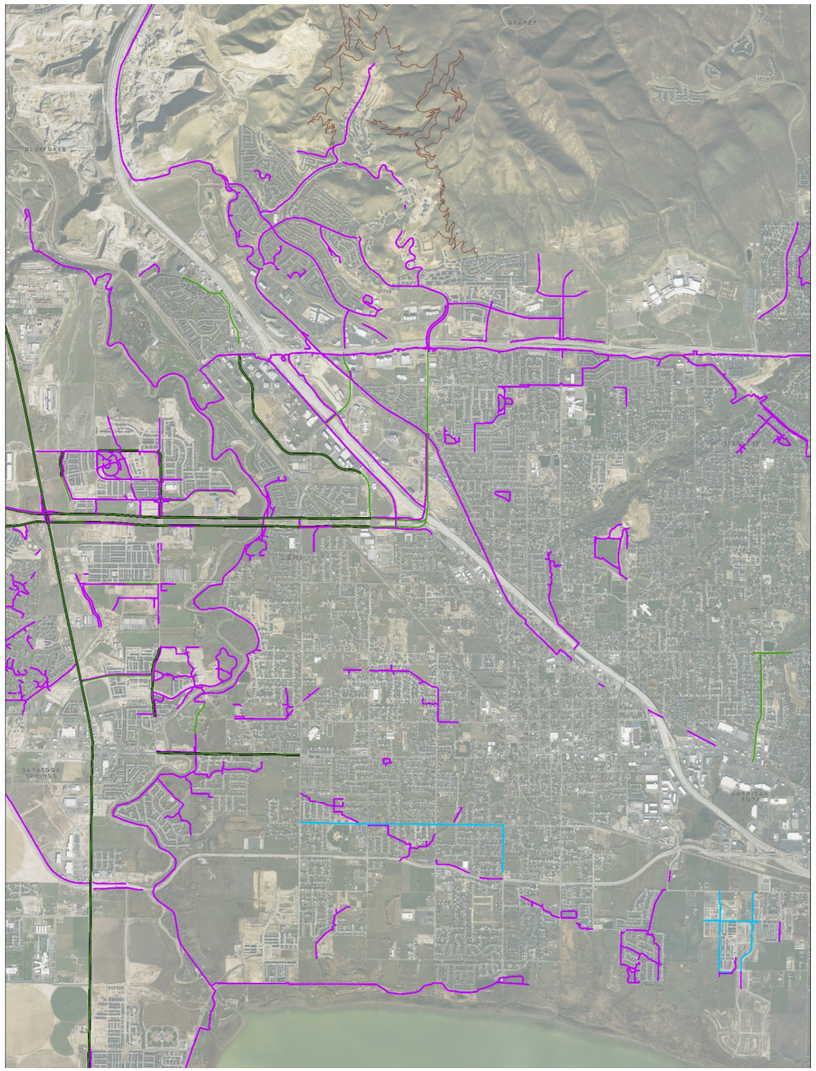
Goal 7: Complete murals and public art at 3 trail under-crossings.



Goal 8: Complete two or more segments of the recreational trail network.

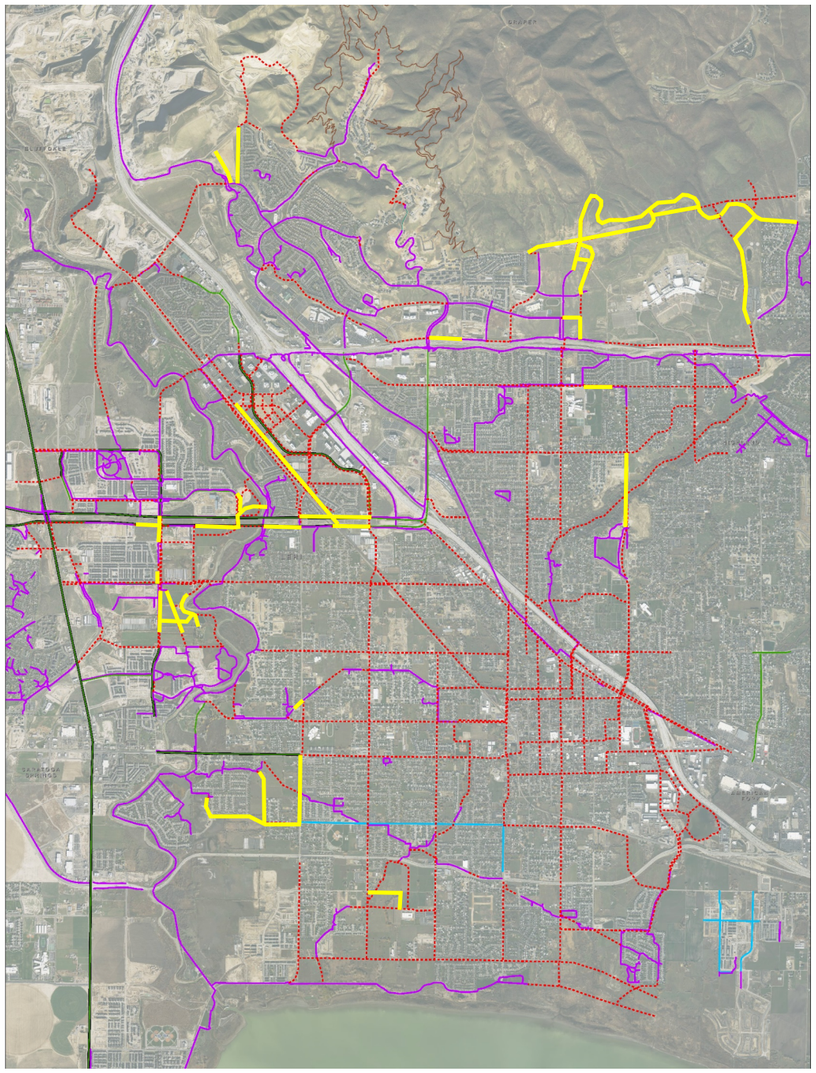
What Do We Have?

Existing Network

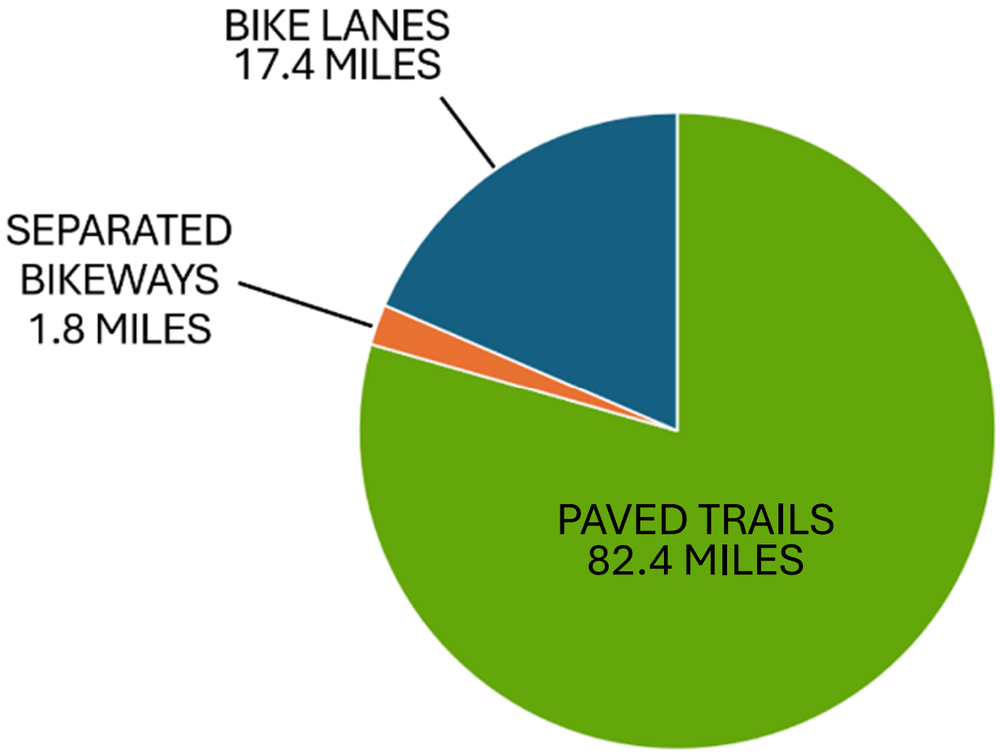


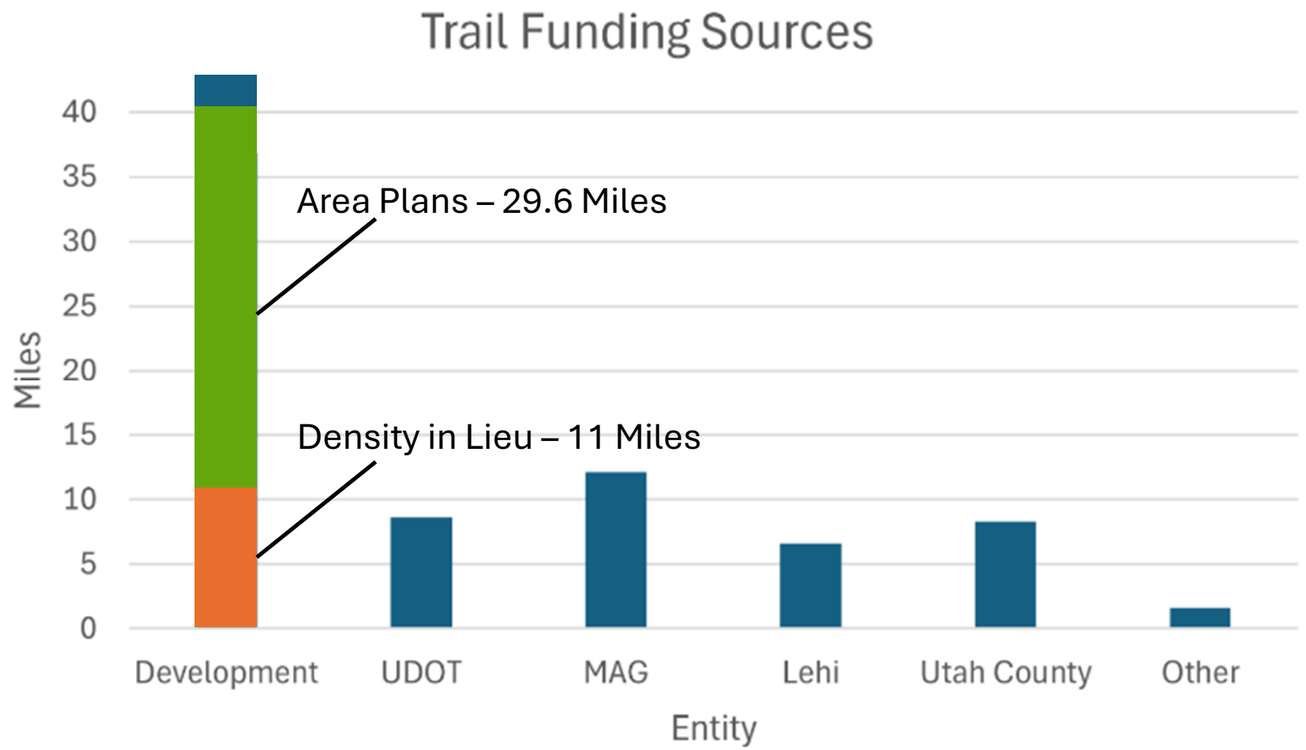
What Do We Have?

Existing Network with gaps

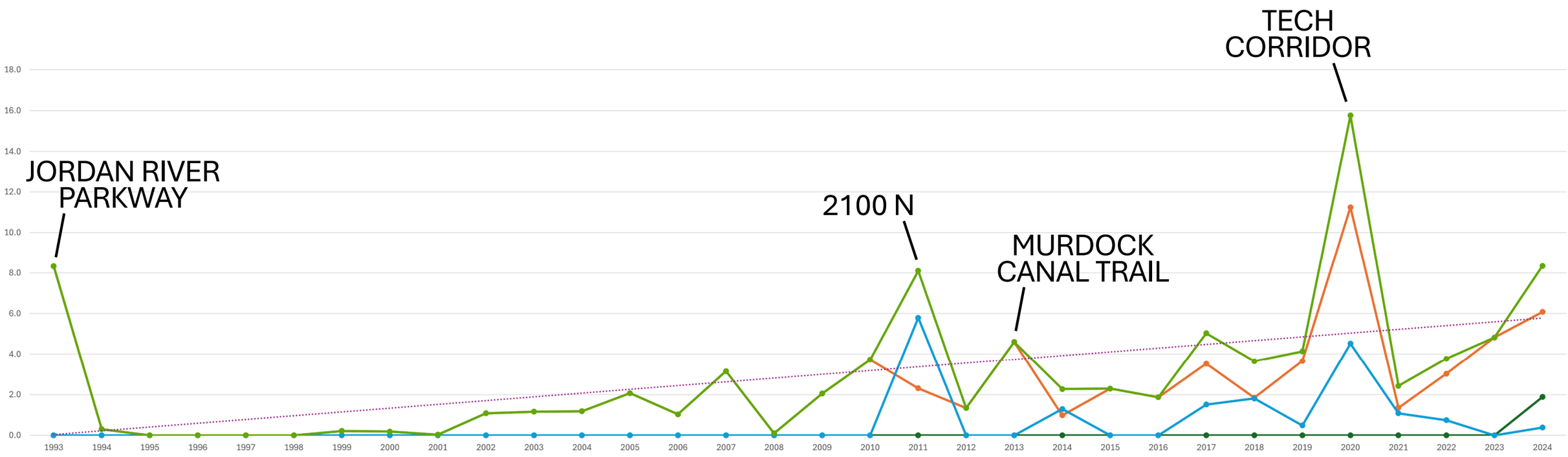


What Do We Have?





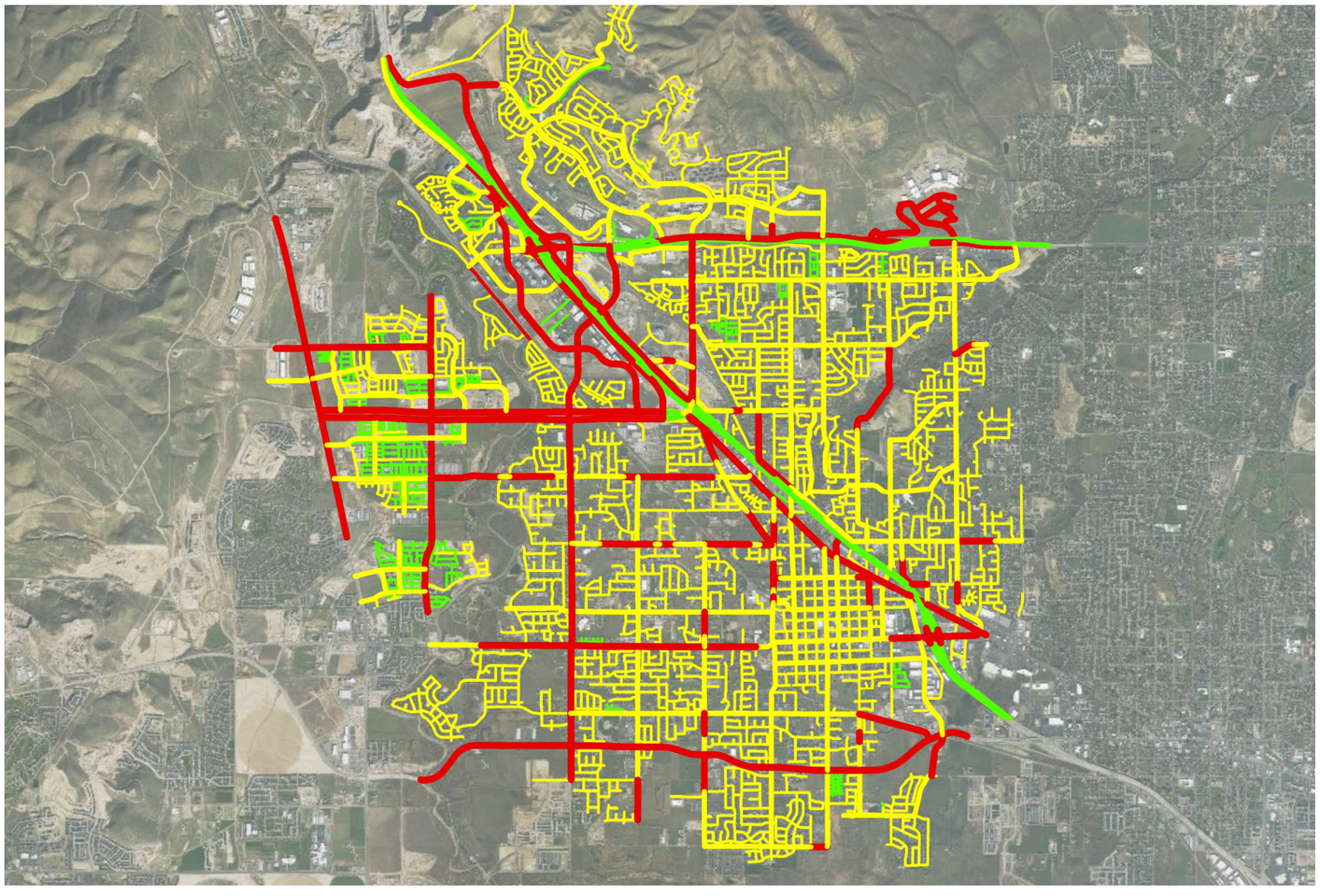
Bike Facility Construction Trends



Paved Trails - How We Stack Up

• Lehi – 82.4 miles	8.2 miles per 10k pop
• Highland – 19.5	10.1 miles per 10k pop
• Alpine – 3.1 miles	3 miles per 10k pop
• American Fork – 10.3 miles	2.7 miles per 10k pop
• Cedar Hills – 6.2	6.5 miles per 10k pop
• Saratoga Springs – 72 miles	13.7 miles per 10k pop
• Eagle Mountain – 83.2 miles	14.6 miles per 10k pop

Proactive Safety Analysis



Agenda Item No: 1

City Council Agenda Item Report

Meeting Date: April 28, 2026
Submitted By: Teisha WIlson
Submitting Department: Finance
Item Type: Action Item
Agenda Section: Consent Agenda

Subject:
Approve Purchase Orders

Summary:

Attachments:

Agenda Item No: 2

City Council Agenda Item Report

Meeting Date: April 28, 2026
Submitted By: Teisha WIlson
Submitting Department:
Item Type: Action Item
Agenda Section: Consent Agenda

Subject:
Approve City Council Meeting Minutes

Summary:

Attachments:

031026 Minutes.docx

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

Minutes of the **Regular Meeting** of the **Lehi City Council** held **March 10, 2026,** at Lehi City in the Council Chamber, 153 N 100 E. Lehi, UT.

Members Present: Paul Binns, Mayor
Rachel Freeman, Council Member
James Harrison, Council Member
Emily Lockhart, Council Member
Heather Newall, Council Member
Michelle Stallings, Council Member

Others Present: Jason Walker, City Administrator; Kim Struthers, Community Development Director; Lorin Powell, City Engineer; Ryan Wood, City Attorney; and Teisha Wilson, City Recorder.

Pre-Council: 4:30 p.m.

I) Welcome and Opening Comment

Mayor Binns welcomed everyone and noted that all Council Members were present. Councilor Newall gave the opening comment.

II) Presentations, Reports, and Discussion

1) 2100 N Freeway and Pioneer Crossing Flex Lanes Update- UDOT

Andrew Jordan and Jeremy Bound presented, representing UDOT. The Mountain View Corridor project was finished the previous December, four months ahead of schedule. The 2100 North and Pioneer Crossing are currently in progress. There are a variety of freeway projects coming up.

The Pioneer Crossing Flex Lanes project is on schedule and will connect Redwood Road with I-15 with three lanes of capacity in both directions. The first phase will be finished in the spring, after which the second phase will begin. The second phase will involve installing signals for flex lanes, which will allow for up to four lanes in the peak direction during rush hours. Additional westbound lanes will be added along Redwood Road to the Mountain View Corridor. All work on Pioneer Crossing should be done by fall of 2026.

Councilor Freeman asked if speed on Pioneer Crossing would be decreased as the lanes will potentially be smaller. Jordan estimates the speed limit will be reduced to about 40 mph. Councilor Harrison asked when the Millpond Road to I-15 modification would be

taking place, and about the future lighting plans. Much of the lighting infrastructure will be put in with the lane assignment indicators.

The 2100 North Freeway project is beginning now. New freeway bridges crossing the river will need to be constructed before increased flows happen in the Jordan River. Crossings will be grade-separated, with some going over and some going under existing roads. A new interchange with I-15 will be installed.

There are a few Co-Op Agreements that need Council approval. One will cover a pedestrian bridge connection in a highly used trail corridor. Another will advance the construction of the Lehi Rail Trail structure. Ongoing coordination will be used to ensure all hospital activities can take place as normal. It is scheduled to be completed by the end of 2028.

Future projects include the funded Mountain View and Cory Wade Corridors, which will begin as soon as the 2100 North project is finished.

Councilor Stallings asked if a sound study would be reevaluated for the 2100 North and I-15 interchange reconstruction. It will be. Councilor Stallings asked if the redesign would cost less. It is too early in the process to tell.

The Council discussed specifics of freeway grading and on- and off-ramps.

2) Civic Center Art Installation Discussion- Lehi City Facilities

Steve Marchbanks presented the item. He explained that they want to make the new Civic Center an inviting community space, and installing art is a part of that. They have contacted a consultant and worked with a sculptor that has done art for the city in the past. The main lobby is the primary concern of this meeting. He presented several different reliefs and statues that could potentially be put in the main entrance. His preferred choice is a tree with two children sitting at the base in bronze that incorporates Lehi's history in the sculpting of the branches. Marchbanks explained that if the council is happy, they can continue down this path, but that it is up to the council if they want a different piece or if they want no art at all. The selected statue is valued at $220,000. There is some money in the original budget, the other portion would come from public donors. City funding would be required if the project needs to be sped up.

Councilor Newall likes the idea and encouraged Marchbanks to reach out to private donors.

Councilor Freeman would be okay with nothing for now or a simpler statue. She thinks the new building has taken a lot from the people of Lehi and she is hesitant to put more money into the project. She would be okay with an American flag in the spot.

Councilor Harrison was in support of finding private donors. He asked about the name of the sculpture and if any words would be included in the art. Marchbanks explained that "Roots and Branches" is the name of a local podcast and thus wouldn't be included in the

DRAFT

statue to avoid confusion. Marchbanks clarified that these are early sketches, and he is primarily here to see if the Council is okay with him seeking out funding.

Councilor Stallings is uncomfortable with the amount of money that would be needed and likes the idea of private donors. She asked about a group that had been donating bronze statues to the city. Marchbanks explained that it is the same group. She asked for clarification on the "naming rights" that have been brought up. Councilor Newall explained that it would be plaques being named, not the building itself.

Councilor Lockhart likes the concept and agrees that private funding should be sought out. She also likes the idea of an American flag in the interim.

3) City Goals and Staff Goals Presentation- Administration

Beau Thomas presented the item. He went over the One Lehi goal discussed by the council in the budget meetings: to foster a thriving, family-centered community that supports opportunity, safety, belonging, and a high quality of life. Councilor Lockhart asked if the word "supports" could be replaced with "values." She worries that the goal makes it look like the city is providing support. Councilor Freeman argued that "support" is adequate, especially considering other more definite words that had been suggested.

Councilor Stallings would like an acknowledgement that the city is here for the residents. Jason Walker suggested adding "for our residents" at the end. He also mentioned that the city supports many people more than just its residents. He offered to take it back and rework it.

Thomas went over goals that were brought up in budget meetings that had a majority of support. For the 2027 financial year, the goals include completing the civic center, community outreach efforts, commercial updates to the General Plan, public safety, and transportation. In the upcoming near future (3-5 years) the city hopes to make progress on Family and Mellor Rhodes Parks, fully staff the public safety departments, build and staff Fire Station 85, and complete the SR-92 pedestrian bridge.

Thomas ran through how departments in the city work with goals set by the City Council.

Councilor Lockhart asked if the department goals would be connected to budget requests. Walker confirmed this and explained how they factored into budget decisions.

Matt Lee presented the updated city goal: to foster a thriving, family-centered community that supports opportunity and a high quality of life for all who live and work in Lehi. The council was overall in favor and advised combining the two goals with some minor adjustments.

III) Work Session Items

1) Discussion of Mayor and City Council Term Limits- Council

Councilor Harrison presented the item and thanked Ryan Wood for his help in drafting the document. He feels there is a desire for and a need for term limits in local government to keep new faces in positions of power. He thinks the population of the city justifies this.

He is in support of two terms per position, allowing for two terms on City Council and two terms as Mayor.

Councilor Lockhart discussed her experience with losing the previous election. She emphasized that ultimately the City Council is not in charge, and that the residents are the ones who decide who is in office. She doesn't have a strong feeling either way and doesn't know if there is a problem to be solved, as the high turnover in the last election displays natural term limits imposed by the citizens. She doesn't think that this needs to be a focus right now. She would prefer to see this on the ballot for the residents rather than have it be determined by the Council.

Councilor Harrison was open to having this be discussed for several months. He would like to see the Council pass this via ordinance, at which point it will go on the ballot for the citizens to approve or disapprove of. He argued that if the Council approves it, then a future Council can overrule it, versus if the voters decide, then only the voters can overturn it in the future. He is willing to have it retroactively applied to him.

Councilor Freeman is against term limits as they are not in the constitution. She thinks a good compromise is to only allow two consecutive terms with a mandatory waiting period of one election cycle (four years) between running for a third.

Councilor Newall can't support this as she sees it as taking away the decision of the voters to determine who can be city leaders, and especially those of voters in the future. She pointed out that all members of the Council are on their first terms and haven't had the chance to have the city hold them accountable. She provided evidence of term limits weakening leadership, as experience and knowledge shift to staff and consultants. She also pointed out how second terms can be unproductive when leaders are certain they won't be elected again. She thinks that limiting election spending would be a better method of regulating terms. Councilor Harrison asked if she would be open to a referendum for the voters to decide. Councilor Newall said it would be a better method, but she still worries about current voters being able to determine what is permissible for future voters.

Councilor Stallings is firmly in the camp that anything to do with elections should be decided by the people rather than elected bodies. She would be okay with putting it on the ballot and is against passing something before that can happen. She expressed appreciation for the new faces in the Council. She thinks that the voters will be able to undo term limits even if they impose them at one point. She brought up several issues with the language, especially surrounding appointed members.

Councilor Newall brought up the election costs the city would incur to put it on the ballot, especially in a year that the city doesn't already have an election.

Councilor Stallings would prefer a hard limit on the number of terms rather than something that requires years between terms to be counted and kept track of. Councilor Newall was still wary of lazy second terms.

Councilor Lockhart explained the logic behind the break between terms, and that the issue is already very thorny. Ryan Wood offered some potential paths forward for the Council to approve.

Councilor Harrison took the temperature on the Council's opinions. Councilor Stallings was in support. Councilor Freeman is open to seeing more research.

Councilor Harrison suggested a longer break between terms, such as a ten year break.

The Council gave Ryan Wood instruction on different options to draft.

Councilor Lockhart asked that the item not be brought back until after the budget discussions had concluded.

2) Discussion of Ivory Innovations Lease Agreement- Administration/Literacy Center

Ashley Hadfield from Ivory Homes was present. She asked if there were any questions about the contract.

Councilor Freeman asked about the city's responsibility for the glass. She asked if there was a separate agreement on how long the relationship is. It is a 20 year agreement. Any extensions will be implemented on good faith by the City Council.

Hadfield discussed previous projects this organization has done to encourage early childhood education.

Councilor Lockhart asked about the dollar per year lease. It is primarily to ensure there is a documented lease on the books. Councilor Lockhart asked about the shared maintenance and insurance costs. The organization will send a budget every year on a square foot basis and break it out monthly for the rent. Councilor Lockhart shared concerns over spiking insurance costs and indebting the city to a much larger amount of money than intended.

Mayor Binns, Ryan Wood, and Jason Walker discussed how city insurance works and the possibilities going forward with the contract in a way that everyone will approve of.

Hadfield left impact reports for the new Council with city staff.

3) Discussion of a Proposal to Conduct a Feasibility Study for an Ice Center

Marlin Eldred presented the item. This study would focus on the feasibility of constructing an Ice Center sports complex with either two or three sheets. The first stage, a feasibility study, would cost $33,725. RDA funding would be utilized for this. The study will let the city know if and where it is feasible to create a sports complex, what it should look like, and what the cost of the facility would be.

Councilor Harrison asked if the facility would be multi-use or reserved for hockey. Eldred explained that the facility would be a two-phase project. Three sheets of ice would be installed for the first phase, and the second phase would involve installing basketball

courts or similar sports courts that could be multi-use spaces. The sole focus of the facility would be to draw income into Lehi through sports tournaments and practice space for teams.

Councilor Freeman asked how long the study would take. It will take about 90 days.

Councilor Newall asked if Utah County would be assisting at all. Eldred explained that the city hasn't reached out yet, but that the county is very eager to have an ice hockey arena in Utah County, and that there is funds that are dedicated to a project of this type.

Councilor Freeman feels this is driven by the County and as such the feasibility study is their responsibility. She would be uncomfortable with committing to this before her first budget approval.

Councilor Lockhart asked if operational questions can be asked at this time. Eldred explained that the study would answer those. He has been able to talk to the general manager and the maintenance director of a three rink ice facility and discuss the costs. He clarified that this information has not been validated. Councilor Lockhart asked if Lehi would be profit-sharing with everyone who participated in funding the project, or if the city would maintain the building and be the sole receiver of funds. Eldred recommended the latter as the better option for the city. Councilor Lockhart asked if any fees would be feeding into the General Fund. Eldred cannot confirm or deny. Councilor Lockhart argued that the sports complex may be a way to increase the General Fund without increasing tax on the citizens. She is in support of a study as it will help answer these questions and give the council more exact numbers to work with. Eldred clarified that the RDA funds will be used only for the study, but not for the building of the complex.

Councilor Newall asked how long the study would take. It would be approximately 3 months.

Councilor Stallings asked for clarification on if the RDA funding could appropriately be used for this. Eldred explained that Dean Lundell said that the RDA fund can be used for economic development, which is what this project is a part of. Eldred clarified that this will be a sports complex and not a recreational facility, which is what makes it an economic development project. Councilor Stallings asked clarifying questions on the ice rink that Eldred visited in his preliminary research.

Councilor Stallings expressed her frustration with the Legacy Center and how it loses profit each year and must be subsidized from the General Fund. She is worried that the same thing would happen with a sports complex. She also shared worries about installing a regional amenity that would solely be Lehi's financial responsibility. She is fully against this and would need other cities to buy in through an interlocal agreement to even consider it. She feels that this is being pushed by the county, and as such it should be funded and operated by the county. She feels that this is too big a risk to even conduct the study. She shared her distrust of feasibility studies, saying that they tell people what they want to hear. She advised the Council that this is not a good project to take on now.

Councilor Newall discussed the conversations she's had with the county. She explained that there is a lot of interest in this on both the county and municipal levels. It feels like being in a race to develop. She thinks that the center would be a great amenity, especially as it could partner with school districts to provide space for hockey teams. She feels that there are many potential partners in this project. She brought up the recent citizen survey which indicated a desire for more amenities and a willingness to pay for them, including an additional Legacy Center. She discussed the negative feedback the city got for not operating an ice rink last winter. She feels that the amenities are a central part of why people move to and choose to live in Lehi. She would like to see something like this go in on the west side of the city, as there are fewer amenities on that side. She doesn't want to close the door on this project if it may be a great project for the citizens.

Councilor Harrison can see the validity of all sides of the issue. He feels he doesn't have the data to decide if it will be profitable or if it will be a drain. He wants the county to pay for the feasibility study, and if that is the case, he is on board. Councilor Lockhart argued that the county can't pay for our feasibility study without potentially offending or alienating other cities who are also asking for financial aid, especially as $7 million has already been dedicated to the construction of the complex. She asked if the council would be willing to spend the $33,000 on the study which would provide the information the council needs to see if the project is economically feasible. She feels the city would be walking away from a major financial benefit on the grounds that they don't have the information that could easily be obtained through the study.

Councilor Newall agreed, adding that if Lehi is not selected, another municipality will be, and the city will lose out on the development and any financial benefit that may come with it.

Councilor Lockhart clarified that the RDA money is not coming from citizen taxes, but from Texas Instruments.

Councilor Freeman suggested tabling the item for a couple of weeks. She discussed a multi-court basketball complex she was aware of that closed due to financial hardship. She doesn't feel that there has been enough time to discuss. Councilor Stallings shared a want to see data from other rinks to see if they generally make a profit. She brought up the Legacy Center again, and her desire to subsidize it less. She thinks the taxpayers who are not willing to pay more for amenities need to be listened to as well, and that this will be a burden on taxpayers. She doesn't think the rink will turn a profit at all. Councilor Lockhart argued that the study would answer the questions and concerns that Councilor Stallings has. Councilor Stallings still preferred to have city staff do a preliminary look into various sports complexes before the money for the study was approved. She thinks the money might be better used elsewhere.

Councilor Freeman explained that this is a different project than the Legacy Center. She explained that teams pay large amounts of money to use them for practice and tournaments, but that this wouldn't be a public ice rink. Councilor Lockhart feels that this is a benefit to the city, as ice sports can only be practiced in certain areas, and this would bring in profit from those who need the space. She shared her agreement with Councilor

Stallings that some research should be done on the Legacy Center to make sure it's being run as best as the city can financially.

Councilor Stallings mentioned some locations that may be up for consideration for the sports complex, saying that it could get more complicated if additional land needed to be bought. Mayor Binns noted that the study would also help find answers as to where the best location would be, and that no locations have been looked at yet. He argued that to make money, you have to spend money. The study will give Lehi the benefit of having all the information before creating this unique amenity in the state. He brought the Council back to the core issue of whether the study should be done or not.

Councilor Stallings emphasized her desire for preliminary information before approving the study. She sees it as a money pit and thinks that the county and the private sector would have already invested if it was profitable.

Councilor Newall argued that Councilor Stallings arguments could easily be used against development of parks, as they are also money pits that don't turn profits. She argued that any recreation amenities the city puts in aren't likely to make money. She clarified that according to the city survey, which has statistical backing, the citizenry of Lehi want more amenities, and she feels that she can't ignore that.

Councilor Stallings felt that Councilor Newall was misrepresenting her words and argued that this building would not be an amenity or a recreation facility primarily. She is in favor of completing parks. Councilor Newall argued that the Legacy Center should also be included in those parks. Recreation centers are generally not profitable.

Mayor Binns took the opinions of the Councilmembers. Councilor Newall was in favor. Councilor Harrison would be okay with it if Marlin Eldred could have two weeks to do preliminary research. Eldred discussed the future steps he could take that would be in line with the requests made by the Council. Councilor Freeman is fine with the study being run using RDA money but is also in favor of tabling the item. Councilor Stallings does not want to pay for the feasibility study. Councilor Lockhart feels that the study can be approved today while Eldred gathers information. She worries that other cities are moving faster than Lehi and that the city will lose out on a big economic development piece. She argued that this is what the RDA money is designated for. Councilor Stallings asked what other projects the RDA money may go to if the study isn't approved. Dean Lundell explained that it will cover the costs for administrating the RDA. It would offset other RDA-related costs. He clarified that the money won't be lost if its not used for this. Councilor Lockhart argued that the city staff wouldn't put the study forward as a possibility if the funding source was inappropriate. If the money is not used, it will go into the General Fund at the end of the financial cycle.

Mayor Binns asked what information Eldred could gather in two weeks. Eldred went over the steps he would take in his research. Jason Walker suggested putting together a proposal to engage the study in such a way that the contract and study can be lined up so in two weeks it can start with a yea or nay vote in two weeks.

IV) Agenda Questions

None.

V) Administrative Report

Councilor Newall noted that the library has begun moving into the new building. The donated piano will be moving in soon.

Councilor Harrison went to D.C. with the Power Department. He shared his appreciation for Joel Eves, UAMPS, and Jason Walker for making that possible.

VI) Mayor and Council Reports

Councilor Freeman discussed how the Environmental Sustainability Committee has been reviewing the sustainability plan. She shared her concern over funding allocated to various committees.

Councilor Stallings discussed her talks with leadership in D.C. over data centers and the impact that can have on municipalities and utilities cost.

Councilor Lockhart mentioned the drought that the state is in.

The Mayor and several Councilmembers will be going back to D.C. soon.

Councilor Freeman moved to adjourn. Councilor Stallings seconded. Motion passed unanimously.

Regular Session, 7:00 p.m.

VII) Welcome, Roll Call, Pledge of Allegiance

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

VIII) Presentations and Reports

1) Arbor Day Proclamation- Parks Department

Jessica Smith, an urban forester for Lehi City, presented the proclamation to the City Council. She shared that Lehi had become a member of Tree City USA in 2008. As part of this project, there will be a tree planting on Arbor Day, as well as a community planting in September.

IX) 20 Minute Citizen Input

Mayor Binns opened the public comment period at approximately 7:15 P.M.

Ian Palmer lives on 200 South, near the Karl Malone Center and outdoor pool. He made the Council aware that his street was made a minor collector road in the last Master Plan update, but that no improvements or updates have been made in over a decade. He expressed dissatisfaction with the narrowness of the road, as well as the lack of bike lanes

and sidewalk. He mentioned a traffic study done previously that showed excessive speeding in the area. He urged the Council to look into it and alleviate the issues.

Mayor Binns closed the public comment period at approximately 7:20 P.M.

X) Consent Agenda

1) Approve City Council Meeting Minutes

Councilor Stallings requested a correction in the minutes, striking line 363.

2) Approve Purchase Orders

3) Approve Resolution #2026-12, Modifying the Initial Terms of Alternate Planning Commissioners

4) Approve Resolution #2026-11, a Cell Tower Option and Lease Agreement with AT&T at Lehi Sports Park

5) Approve Resolution #2026-16, a Telecommunications Franchise Agreement with Emery Telcom

6) Approve Resolution #2026-17, A Telecommunications Franchise Agreement with CenturyLink

7) Approve Ordinance #10-2026, amending the Lehi Municipal Code Title 1 Chapter 6 Section 4, Mayor and City Council Compensation

Motion: Councilor Stallings moved to approve the Consent Agenda with the noted correction to the minutes. Councilor Newall seconded the motion.

Roll Call Vote: YES: Councilor Freeman, Councilor Harrison, Councilor Lockhart, Councilor Newall, and Councilor Stallings. The motion passed unanimously.

1) Consideration of Resolution #2026-13, approving an agreement UDOT for the design, construction and maintenance of a pedestrian bridge over the Jordan River as part of the 2100 N Freeway Project.

Brad Kenison, Lehi City Engineer, presented the item. It was discussed in pre-council.

Councilor Freeman asked for an estimate of the maintenance costs. Kenison had no hard numbers, but assumed it would be similar to the maintenance costs of other bridges built in collaboration with UDOT

Councilor Stallings noted that she is excited to see a pedestrian bridge go in to give access to the park.

Motion: Councilor Harrison moved to approve Resolution #2026-13, approving an agreement UDOT for the design, construction and maintenance of a pedestrian bridge over the Jordan River as part of the 2100 N Freeway Project. Councilor Freeman seconded.

Roll Call Vote: YES: Councilor Freeman, Councilor Harrison, Councilor Lockhart, Councilor Newall, and Councilor Stallings. The motion passed unanimously.

2) Consideration of Resolution #2026-14, approving an agreement with UDOT for design, construction, and maintenance of a shared use path as part of the 2100 N Freeway Project.

Brad Kenison presented the item. This is another UDOT funded bridge that will cross 2100 North. It is a similar agreement to the last item, but it is only between Lehi City and UDOT; Utah County is not involved.

Councilor Freeman asked the difference between a shared use path and a cycle track. Kenison explained that shared use paths are for all modes of transportation, while cycle tracks are used for bikes.

Motion: Councilor Stallings moved to approve Resolution #2026-14, approving an agreement with UDOT for design, construction, and maintenance of a shared use path as part of the 2100 N Freeway Project. Councilor Lockhart seconded.

Roll Call Vote: YES: Councilor Freeman, Councilor Harrison, Councilor Lockhart, Councilor Newall, and Councilor Stallings. The motion passed unanimously.

3) Consideration of Resolution #2026-15, approving an Interlocal Cooperation Agreement with Utah County for the Utah Lake Trail.

Brad Kenison presented the item. In June of 2025, Lehi signed an agreement with Utah County for Phase I of the Pony Express Parkway. In fall of 2025, Utah reached out to Lehi for their help in constructing the next section of the Utah Lake Trail. The proposition will allow large portions of the trail to be designed and built alongside Pony Express Parkway. UDOT will be funding the project, including environmental studies and design costs.

Councilor Lockhart clarified that the trail will be done by the same contractor and engineering team as Pony Express Parkway.

Councilor Freeman asked if the trail would have protections on the sections that run adjacent to the road. She asked for clarification on the various designs submitted. Kenison explained that multiple possible conceptual designs were submitted before the site assessment. The preferred option would have separation between the path and the road.

Lorin Powell explained that the installation of the path depends on the arrangements the city can make with property owners. Kenison emphasized that this project has been underway for a long while, and that the city is well into the environmental studies needed for the project.

Motion: Councilor Lockhart moved to approve Resolution #2026-15, approving an Interlocal Cooperation Agreement with Utah County for the Utah Lake Trail. She included the findings that this will be beneficial to, and in Lehi City's best interest. Councilor Newall seconded.

Roll Call Vote: YES: Councilor Freeman, Councilor Harrison, Councilor Lockhart, Councilor Newall, and Councilor Stallings. The motion passed unanimously.

4) Consideration of the Clark Meadows Subdivision Concept Plan, an 11-lot residential project located at 9227 W 7750 N (Approximately 1800 W 1300 S) with a request for an exception in the form of density in lieu to allow flexibility on setbacks.

Austin Cooper, representing JDH Development, presented the item. He explained that the developer will be installing the trail on the South side of the subdivision in exchange for density in lieu. If this passes, seven of the eleven planned lots will not meet the half-acre size requirements for the zone.

Councilor Harrison asked for clarification on which lots will meet the zoning requirements.

Cooper explained to the Council that the city approached the developer with the potential of them installing the trail. Kim Struthers mentioned an adjacent subdivision to the west with a similar trade off. He explained that the city could provide the density in lieu and allow the developer to put in the improvements, or the city could pay for the ditch improvements and right-of-way. According to his analysis, the city would require 0.54 acres of land across the various lots, which would ultimately result in undersized lots.

Councilor Harrison brought up his concerns about the animal rights that will be lost on those seven lots that don't meet the half-acre requirement. He likes that larger farm-friendly lots can be found throughout the city. Councilor Harrison asked Struthers if it would be possible to dissolve the allotted green space and rearrange lots so that more can meet that requirement. Struthers explained that at minimum, the city would need to put in the trail and widen the ditch. He explained that the green space was being utilized as stormwater drainage.

Councilor Newall brought up the possibility of lowering the amount of land required to grant animal rights. This is an issue that comes up frequently, and she would like some flexibility to balance various amenities with property rights.

DRAFT

Councilor Stallings asked about a discrepancy between the submitted narrative, which mentioned 12 lots, and the rest of the documentation, which only lists 11. The 12 was a mistake, only 11 lots are being discussed today. Councilor Stallings clarified that even without the density in lieu agreement, the lots would end up undersized once the improvements were put in. She is unhappy with the way the project has worked out but understands this.

Councilor Lockhart thanked Councilor Stallings for bringing up the lot number discrepancy.

Motion: Councilor Newall moved to approve the Clark Meadows Subdivision Concept Plan, an 11-lot residential project located at 9227 W 7750 N (Approximately 1800 W 1300 S) with a request for an exception in the form of density in lieu to allow flexibility on setbacks and flexibility in lot size. She added that doing so saves the city $300,000 in potential cost of land and construction, and is thus a good benefit to the city, and will not increase the density as eleven lots are allowed in the plan. She moved to strike the portion of the narrative that discussed 12 lots. She also included all Planning Commission and DRC comments. Councilor Stallings seconded.

Roll Call Vote: YES: Councilor Freeman, Councilor Harrison, Councilor Lockhart, Councilor Newall, and Councilor Stallings. The motion passed unanimously.

5) Consideration of Resolution #2026-09, intending to annex the Slay Holdings Annexation, 4 acres of property located at approximately 2300 West 300 South.

Shane Yates presented the item.

Councilor Freeman asked why the requested zoning wasn't in conformance with the surrounding zoning. Kim Struthers explained that the applicant was within his rights to ask for the requested zoning.

Councilor Stallings asked if Lehi could legally annex Utah County land located nearby. Struthers explained that the adjacent property would need to be given to the engineers to adjust plats, etc. before this could happen.

Mayor Binns opened and closed the public comment period.

Motion: Councilor Lockhart moved to approve Resolution #2026-09, intending to annex the Slay Holdings Annexation, 4 acres of property located at approximately 2300 West 300 South, with the findings that it is beneficial to the city of Lehi. She included all Planning Commission and DRC comments. Councilor Freeman seconded.

DRAFT

Roll Call Vote: YES: Councilor Freeman, Councilor Harrison, Councilor Lockhart, Councilor Newall, and Councilor Stallings. The motion passed unanimously.

4) Consideration of the Clark Meadows Subdivision Concept Plan, an 11-lot residential project located at 9227 W 7750 N (Approximately 1800 W 1300 S) with a request for an exception in the form of density in lieu to allow flexibility on setbacks.

Mayor Binns reopened item 4 and opened public comment.

Andrew Warde lives on the west border of the proposed subdivision. The large zoning was a significant part of his decision to move into the area. He doesn't like the idea of smaller lots, as they eliminate privacy and change the character of a neighborhood. He has concerns over animals rights and thinks the green space is unnecessary and that maintaining it will be a strain on taxpayer funds. He also worries about grading creating a bowl around the lot with the existing home, and the potential flooding that could result.

Mayor Binns closed public comment and asked if the council had any responses. Councilor Lockhart explained that the item is a concept plan, and that the flexibility granted by the council will still allow the applicant to incorporate and listen to public comment and feedback. She requested that the applicant and city staff do so when creating the site plan.

Councilor Stallings asked if the motion needed to be amended. Ryan Wood explained that, as this is a non-binding request, there is no need to make it official.

Councilor Harrison shared his appreciation for the comment and explained that his positive vote was made due to the taxpayer savings that would result from the agreement. Councilor Stallings clarified that the lots would be undersized even if the flexibility hadn't been granted, thus her positive vote. Councilor Newall discussed the economic tradeoffs that the City Council makes to maintain development in the city. She emphasized that this is not a fully finished project, but one in the early development stages.

Mayor Binns noted that at least three Council members showed support of staff incorporating public comment into the creation of the site plans.

6) Consideration of Resolution #2026-10, intending to annex the Cedar Hollow Holdings Annexation, 15.31 acres of property located at approximately 400 South Center Street.

Tony Trane presented the item. He explained that the item is being pushed forward, as the property is a viable space for a church.

Councilor Freeman asked where the church would be located on the property. It would be on the South of the piece, by the tracks.

Mayor Binns opened and closed public comment.

Motion: Councilor Freeman moved to approve Resolution #2026-10, intending to annex the Cedar Hollow Holdings Annexation, 15.31 acres of property located at approximately 400 South Center Street. She included all DRC and Planning Commission comments. Councilor Lockhart seconded.

Roll Call Vote: YES: Councilor Freeman, Councilor Harrison, Councilor Lockhart, Councilor Newall, and Councilor Stallings. The motion passed unanimously.

7) Consideration of Ordinance #05-2026, approving the Parker Zone Change on 2.4 acres located at 300 North Palomino Way changing the zoning from A-1 (agriculture) to R-1-22 (residential/agriculture).

Adam Albrecht presented the item. It conforms to the General Plan

Mayor Binns opened and closed public comment.

Motion: Councilor Newall moved to approve Ordinance #05-2026, approving the Parker Zone Change on 2.4 acres located at 300 North Palomino Way changing the zoning from A-1 (agriculture) to R-1-22 (residential/agriculture). She included all DRC comments. Councilor Freeman seconded.

Roll Call Vote: YES: Councilor Freeman, Councilor Harrison, Councilor Lockhart, Councilor Newall, and Councilor Stallings. The motion passed unanimously.

8) Consideration of Ordinance #06-2026, approving the 1450 West 1220 North Zone Change on 5.25 acres located at 1450 West 1220 North changing the zoning from A-1 (agriculture) to R-1-22 (residential/agriculture).

Jake Holm, representing Grow Development, presented the item. They are requesting half-acre zoning that will maintain animal rights on the lots, something that was brought up in Planning Commission.

Councilor Freeman asked if any more thought had been put into the issues surrounding the irrigation ditch on the adjacent property. Holm explained that specific plans and improvements would be identified at the preliminary plat stage. He also clarified that the ditch is the responsibility of the adjacent property.

Councilor Harrison raised concerns over ditch burning potentially affecting nearby buildings. He recommended piping the ditch. He acknowledged that the ditch is not the developers responsibility, but framed improvements as an insurance policy. He asked if Grow was looking into ditch improvements. Holm explained that the layout of the plan

will remain the same, with an agricultural fence on the edge near the ditch. They plan on berming their side of the property.

Councilors Harrison and Stallings asked Struthers to discuss the right to farm in this scenario. Struthers explained that the specifics of the development will have to be established before a right to farm analysis can take place. He stated that many of the issues discussed tonight also came up in Planning Commission.

Councilor Stallings asked some clarifying questions on easements.

Mayor Binns opened public comment.

Bart Peacock thanked Councilor Harrison for coming out to the site and thanked the developer for coming up with some potential solutions. He worries that an agricultural fence would melt if the ditch were burned next to it. He acknowledges that it is his responsibility to maintain the ditch and worries about the consequences of being unable to do so. He mentioned his rights to irrigation. He shared his dissatisfaction with the Rules of Order for the meeting.

Mayor Binns closed public comment.

Councilor Freeman asked who was legally responsible for the potential damages from burning and flooding. Ryan Wood explained that the issues would be addressed during the preliminary plat. He recommended using right to farm as a guideline but explained that he is not an expert on the various methods of irrigation ditch maintenance, or which property rights should be granted to which parties off the top of his head.

Councilor Stallings emphasized the council's responsibility to maintain irrigation rights. She recommended an easement as a potential solution. She said that it likely wouldn't affect the developer, but that it might affect future homeowners.

Councilor Freeman asked if AC units were included in setback requirements. Struthers said that they are not and mentioned that Bart Peacock was influential in the creation of the current setback code.

Holm returned to the stand to address questions and comments. He said he plans on doing as much as possible to avoid hindering the other property. He asked the Council to consider the value impeded by setbacks, and to keep in mind that larger setbacks would make lots less buildable.

Councilors Lockhart and Stallings agreed that the preliminary plat for this particular project should come to City Council rather than stopping at Planning Commission. Harrison showed his support to this idea and commiserated with Peacock.

Councilor Lockhart emphasized that the Council cannot require developers to do more than what the code allows, regardless of what common sense determines. She urged the developer and Peacock to work together to find a solution and encouraged her fellow Councilors to continue protecting the rights of both parties.

Motion: Councilor Stallings moved to approve Ordinance #06-2026, approving the 1450 West 1220 North Zone Change on 5.25 acres located at 1450 West 1220 North changing the zoning from A-1 (agriculture) to R-1-22 (residential/agriculture). She included that the preliminary subdivision be brought back to the City Council with the Planning Commission as a recommending body. The right to farm analysis will be brought before the City Council to review under Chapter 18 in the Development Code so that the City Council may consider other actions and site planning options to minimize conflicts between the proposed new uses, buildings, and structures, and the existing or potential agricultural operations. She included all DRC comments. Councilor Freeman seconded.

Roll Call Vote: YES: Councilor Freeman, Councilor Harrison, Councilor Newall, and Councilor Stallings. Councilor Lockhart agreed with the caveat that she would prefer if the Planning Commission comments be included in the motion, as they were included in the proposal. The motion passed unanimously.

9) Consideration of Ordinance #07-2026, approving the Snow Zone Change on 0.66 acres located at 151 East 1450 North changing the zoning from TH-5 (transitional holding) to R-1-Flex (residential).

Lawrence Snow presented the item.

Councilor Freeman asked why R-1-Flex was requested instead of either of the adjacent zonings. R-1-Flex was recommended by the planning department.

Mayor Binns opened and closed public comment.

Motion: Councilor Harrison moved to approve Ordinance #07-2026, approving the Snow Zone Change on 0.66 acres located at 151 East 1450 North changing the zoning from TH-5 (transitional holding) to R-1-Flex (residential). Councilor Newall seconded.

Roll Call Vote: YES: Councilor Freeman, Councilor Harrison, Councilor Lockhart, Councilor Newall, and Councilor Stallings. The motion passed unanimously.

10) Consideration of Ordinance #08-2026, approving the 498 N 900 E Zone Change on .91-acres located at 498 North 900 East changing the zoning from R-1-Flex (residential) to R-1-8 (residential).

Kim Struthers presented the item. The applicants are trying to make two large lots. Both meet the required lot size, but together they are slightly above the maximum density. The zone change won't change the lot arrangement, but it will bring the lots into conformance

with density requirements. The city is putting the zone change through because it wasn't caught until well after the original zone change.

Mayor Binns opened and closed public comment.

Motion: Councilor Freeman moved to approve Ordinance #08-2026, approving the 498 N 900 E Zone Change on .91-acres located at 498 North 900 East changing the zoning from R-1-Flex (residential) to R-1-8 (residential). Councilor Harrison seconded.

Roll Call Vote: YES: Councilor Freeman, Councilor Harrison, Councilor Lockhart, Councilor Newall, and Councilor Stallings. The motion passed unanimously.

11) Consideration of Ordinance #09-2026, approving a Development Code amendment to Chapter 5, Table of Uses (nonresidential) and Chapter 39 to add Automobile Accessories and Installation.

Kim Struthers presented the item. This is a staff-suggested amendment. This will open up automobile accessories and installation as a potential business in commercial zones, as they are less impactful than other car-related uses.

Mayor Binns opened and closed public comment.

Motion: Councilor Lockhart moved to approve Ordinance #09-2026, approving a Development Code amendment to Chapter 5, Table of Uses (nonresidential) and Chapter 39 to add Automobile Accessories and Installation. Councilor Freeman seconded.

Roll Call Vote: YES: Councilor Freeman, Councilor Harrison, Councilor Lockhart, Councilor Newall, and Councilor Stallings. The motion passed unanimously.

XII) Adjournment

With no further business to come before the Council, Councilor Newall moved to adjourn. Councilor Freeman seconded. The motion passed unanimously. The meeting adjourned at approximately 8:47 p.m.

Approved: March 10, 2026

DRAFT

I, Teisha Wilson, City Recorder for Lehi City, hereby certify that the foregoing minutes were duly approved and represent a true, accurate and complete record of the meeting. This document constitutes the official minutes for the Lehi City Council Meeting.

_____

Teisha Wilson, City Recorder

DRAFT

Agenda Item No: 3

City Council Agenda Item Report

Meeting Date: April 28, 2026
Submitted By: Lorin Powell
Submitting Department:
Item Type: Resolution
Agenda Section: Consent Agenda

Subject:
Consideration of Resolution #2026-30, approving an agreement with SMM Excavation for the 2025 Community Development Block Grant (CDBG) Downtown Street Improvement Project.

Summary:

Attachments:

Res 2026-30.docx

Bid Tab and SMM Excavation Contract.pdf

LEHI CITY

RESOLUTION NO. 2026-30

A RESOLUTION OF THE LEHI CITY COUNCIL APPROVING AN AGREEMENT BETWEEN LEHI CITY AND SMM EXCAVATION

WHEREAS, Lehi City desires to contract for the installation of curb, gutter, sidewalks, ADA ramps, drive approaches, and driveway improvements;

WHEREAS, Lehi City issued a bid and selected SMM Excavation as the lower responsible bidder to perform the work;

WHEREAS, on April 28th, 2026, the City Council held a duly noticed public meeting to ascertain the facts regarding this matter, which facts and comments are found in the meeting record; and,

WHEREAS, after considering the facts and comments presented to the City Council, the Council finds: (i) that it should approve an agreement with SMM Excavation; and (ii) such action furthers the health, safety and welfare of the citizens of Lehi.

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

1. The Agreement between Lehi City and SMM Excavation attached hereto as Exhibit "A" is hereby approved and the Mayor is authorized to take all other such action as is necessary to make it effective.

2. This resolution shall take effect immediately.

Approved and Adopted by the City Council of Lehi City, Utah this 28th day of April, 2026.

LEHI CITY

_____

Paul Binns, Mayor

ATTEST

_____

Teisha Wilson, City Recorder

EXHIBIT “A”

BID TABULATIONS

2025 CDBG DOWNTOWN STREET IMPROVEMENT PROJECT

Date 4/16/2026

	SUNSET MOUNTAIN MACHINERY	QUICKSILVER CONCRETE	GENEVA ROCK	BID TAB AVERAGES
	11038 N Highland Blvd Highland, UT 84003 Stephanie Bringhurst stephb@smmexcavation.com	548 S 600 E Lehi, UT 84043 Gradie Allred Quicksilverconcrete@gmail.com 801.420.3872	1565 W 400 N Orem, UT 84057 Josh Jensen Joshjensen@genevarock.com 801.765.7800	
Contractor#	7914568-5501	6138816-5501	239696-5501	
Non-Collusion	**SIGNED**	**SIGNED**	**SIGNED**	
E-Verify	LETTER	LETTER	LETTER	
Bid Bond	*YES*	*YES*	*YES*	

PHASE 1 - 300 West [800 N to 900 N]

#	ITEM	QUANTITY	UNIT	SUNSET MOUNTAIN MACHINERY UNIT COST	SUNSET MOUNTAIN MACHINERY ITEM COST	QUICKSILVER CONCRETE UNIT COST	QUICKSILVER CONCRETE ITEM COST	GENEVA ROCK UNIT COST	GENEVA ROCK ITEM COST	BID TAB AVERAGES UNIT COST	BID TAB AVERAGES ITEM COST
1	Mobilization	1	LS	$ 15,000.00	$ 15,000.00	$ 19,500.00	$ 19,500.00	$ 38,000.00	$ 38,000.00	$ 24,166.67	$ 24,166.67
2	Traffic Control	1	LS	$ 8,000.00	$ 8,000.00	$ 7,500.00	$ 7,500.00	$ 5,500.00	$ 5,500.00	$ 7,000.00	$ 7,000.00
3	Remove and Dispose Sidewalk / Curb & Gutter	86	SF	$ 14.00	$ 1,204.00	$ 10.00	$ 860.00	$ 47.60	$ 4,093.60	$ 23.87	$ 2,052.53
4	Saw Cut Asphalt	673	LF	$ 3.50	$ 2,355.50	$ 4.00	$ 2,692.00	$ 4.00	$ 2,692.00	$ 3.83	$ 2,579.83
5	Remove and Dispose Asphalt	2900	SF	$ 1.40	$ 4,060.00	$ 3.00	$ 8,700.00	$ 1.25	$ 3,625.00	$ 1.88	$ 5,461.67
6	Curb & Gutter	640	LF	$ 57.00	$ 36,480.00	$ 50.00	$ 32,000.00	$ 54.00	$ 34,560.00	$ 53.67	$ 34,346.67
7	4' Sidewalk	2560	SF	$ 11.00	$ 28,160.00	$ 13.00	$ 33,280.00	$ 13.00	$ 33,280.00	$ 12.33	$ 31,573.33
8	4' Thicken Sidewalk (as needed)	1	SF	$ 20.00	$ 20.00	$ 20.00	$ 20.00	$ 27.00	$ 27.00	$ 22.33	$ 22.33
9	Pavement (3" asphalt, 6" base, 18" Subbase)	6440	SF	$ 7.88	$ 50,747.20	$ 15.10	$ 97,244.00	$ 12.50	$ 80,500.00	$ 11.83	$ 76,163.73
10	ADA Ramps	2	SF	$ 2,500.00	$ 5,000.00	$ 2,000.00	$ 4,000.00	$ 5,500.00	$ 11,000.00	$ 3,333.33	$ 6,666.67
11	Concrete Driveway	346	SF	$ 12.50	$ 4,325.00	$ 15.00	$ 5,190.00	$ 22.50	$ 7,785.00	$ 16.67	$ 5,766.67
12	Concrete Drive Approach	6	EA	$ 1,500.00	$ 9,000.00	$ 705.00	$ 4,230.00	$ 4,500.00	$ 27,000.00	$ 2,235.00	$ 13,410.00
13	Landscape (Sod) Right-of-way	383	SF	$ 5.00	$ 1,915.00	$ 5.00	$ 1,915.00	$ 9.75	$ 3,734.25	$ 6.58	$ 2,521.42
14	Gravel Driveway	473	LF	$ 3.50	$ 1,655.50	$ 3.75	$ 1,773.75	$ 12.50	$ 5,912.50	$ 6.58	$ 3,113.92
				Total	**$ 167,922.20**	Total	**$ 218,904.75**	Total	**$ 257,709.35**	Total	**$ 214,845.43**

BID SUMMARY TOTAL **$ 167,922.20** **$ 214,845.43**

LOW BIDDER

Section 2.1

NOTICE OF AWARD

Date: 4-16-2026

Project: 2025 CDBG DOWNTOWN STREET IMPROVEMENT

Owner: Lehi City

Bidder: SMM Excavation

Bidder's Address: 3450 N Triumph Blvd Suite 210
Lehi, UT 84043

You are notified that your Bid dated **4-15-2026** for the above Contract has been considered. You are the apparent Successful Bidder and are awarded a Contract for 2025 CDBG DOWNTOWN STREET IMPROVEMENT PROJECT

The Contract Price of your Contract is **$167,992.20**

(written out: One hundred sixty seven thousand nine hundred twenty-two and 20/100 Dollars)

Three (3) copies of the proposed Contract Documents (including Drawings) accompany this Notice of Award.

You must comply with the following conditions precedent within 15 days of the date you receive this Notice of Award.

1. Deliver to the Owner three (3) fully executed counterparts of the Contract Documents.
2. Deliver with the executed Contract Documents the Contract Security (Bonds) as specified in the Instructions to Bidders (Article 15.2) and General Conditions (Article 2.1),

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within ten days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Contract Documents.

_____
Owner

By: _____
Authorized Signature

_____
Title

Copy to Engineer

(Use Certified Mail, Return Receipt Requested)

This page is intentionally left blank

Section 2.2

AGREEMENT

This AGREEMENT, made this____day of _____, 2026 is by and between Lehi City ("Owner") and **SMM Excavation** (Contractor"). Owner and Contractor hereby agree as follows:

PART 1 WORK

1.1 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

Installation of curb, gutter and sidewalks, ADA ramps, drive approaches, and driveway improvements. Includes removal of existing curb and gutter, sidewalk, and existing landscaping. Includes asphalt saw cutting and new asphalt paving.

PART 2 ENGINEER

2.1 The Project has been designed by Berg Civil Engineering, which is to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

PART 3 CONTRACT TIMES

3.1 *Time of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

3.2 *Dates for Substantial Completion and Final Payment*

A. The Work will be substantially completed on or before September 15th, 2026, and completed and ready for final payment in accordance with Part 14 of the General Conditions on or before October 1st 2026.

3.3 *Liquidated Damages*

A. Contractor and Owner recognize that time is of the essence as stated in Article 3.1 above and that Owner will suffer financial loss if the Work is not completed within the times specified in Article 3.2 above, plus any extensions thereof allowed in accordance with Part 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay Owner

$500 for each day that expires after the time specified in Article 3.2 above for Substantial Completion until the Work is substantially complete. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by Owner, Contractor shall pay Owner $500 for each day that expires after the time specified in Article 3.2 above for completion and readiness for final payment until the Work is completed and ready for final payment.

3.4 *Progress Cleaning*

A. The OWNER or ENGINEER reserves the right to shut down the CONTRACTOR with no extension of time or cost to the contract if the project progress cleaning is not being done.

PART 4 CONTRACT PRICE

4.1 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the amount determined pursuant to Paragraph 4.1A below:

A. For all Unit Price Work, payment will be an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work times the actual quantity of that item. The Bid prices for Unit Price Work set forth as of the Effective Date of the Agreement are based on estimated quantities. Estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer.

PART 5 PAYMENT PROCEDURES

5.1 *Submittal and Processing of Payments*

A. Contractor shall submit Applications for Payment in accordance with Part 14 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

5.2 *Progress Payments; Retainage*

A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the first day of each month during performance of the Work as provided in Paragraph 5.2A.1 below. All such payments will be measured by the schedule of values established as provided in Paragraph 2.7A of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Engineer may determine or Owner may withhold, including but not limited to liquidated damages, in accordance with Part 14 of the General Conditions.

a. 95 percent of Work completed (with the balance being retainage). If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and

b. 95 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 100 percent of the Work completed, less such amounts as Engineer shall determine in accordance with Part 14 of the General Conditions and less 200 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the tentative list of items to be completed or corrected attached to the certificate of Substantial Completion.

5.3 *Final Payment*

A. Upon final completion and acceptance of the Work in accordance with Article 14.8 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Article 14.9.

PART 6 INTEREST

6.1 All moneys not paid when due as provided in Part 14 of the General Conditions shall bear interest at the maximum rate allowed by law at the place the Project.

PART 7 CONTRACTOR'S REPRESENTATIONS

7.1 In order to induce Owner to enter into this Agreement, Contractor makes the following representations:

A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.

B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities), if any, that have been identified in the Supplementary Conditions as containing reliable "technical data," and (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site that have been identified in the Supplementary Conditions as containing reliable "technical data."

E. Contractor has considered the information known to Contractor; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Contract Documents; and (3) Contractor's safety precautions and programs.

F. Based on the information and observations referred to in Paragraph 7.1E above, Contractor does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.

G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.

H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.

I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

PART 8 CONTRACT DOCUMENTS

8.1 *Contents*

A. The Contract Documents consist of the following:

1. This Agreement.
2. Performance, Payment, and other Bonds.
3. Lehi City Standards and Specifications.
4. All Supplemental Specifications and Special Provisions as listed in the table of contents.
5. Drawings as listed on the sheet index.
6. Addenda as issued.
7. Exhibits to this Agreement (enumerated as follows):
    a. Contractor's Bid.
    b. Documentation submitted by Contractor prior to Notice of Award.
8. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
    a. Notice to Proceed.
    b. Work Change Directives.
    c. Change Orders.

B. The documents listed in Paragraph 8.1A are attached to this Agreement (except as expressly noted otherwise above).

C. There are no Contract Documents other than those listed above in this Part 8.

D. The Contract Documents may only be amended, modified, or supplemented as provided in Article 3.3 of the General Conditions.

PART 9 MISCELLANEOUS

9.1 *Terms*

A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

9.2 *Assignment of Contract*

A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

9.3 *Successors and Assigns*

A. Owner and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

9.4 *Severability*

A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

9.5 *Contractor's Certifications*

A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Article 9.5:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. “collusive practice” means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and

4. “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement in triplicate. One counterpart each has been delivered to Owner, Contractor, and Engineer. All portions of the Contract Documents have been signed, initialed, or identified by Owner and Contractor or identified by Engineer on their behalf.

This Agreement will be effective on_____(which is the Effective Date of the Agreement).

OWNER:	CONTRACTOR
Lehi City	
By:	By:
Title:	Title:
(SEAL)	(SEAL)
Attest:	Attest:
Address for giving notices:	Address for giving notices:
Lehi City	
2538 North 300 West	
Lehi City, Utah 84043	
Phone No.	Phone No.
Fax No.	Fax No.
(Attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)	(Attach evidence of authority to sign.)

This page is intentionally left blank

Section 2.3
NOTICE TO PROCEED

Date: 4-16-2026

Project: 2025 CDBG DOWNTOWN STREET IMPROVEMENT PROJECT

Owner: Lehi City

Contractor:

Contractor's Address:

SMM Excavation
3450 N Triumph Blvd Suite 210
Lehi, UT 84043

You are notified that the Contract Times under the above Contract will commence to run on May 1st, 2026. On or before that date, you are to start performing your obligations under the Contract Documents. In accordance with Part 3 of the Agreement, the date of Substantial Completion is September 15th, 2026, and the date of readiness for final payment is Oct 1st, 2026.

Before you may start any Work at the Site, Paragraph 2.1A of the General Conditions provides that you and Owner must each deliver to the other (with copies to Engineer and other identified additional insureds and loss payees) certificates of insurance which each is required to purchase and maintain in accordance with the Contract Documents.

Also, before you may start any Work at the Site, you must:

[Additional requirements may be defined when Notice to Proceed is issued].

_____
Owner

By:_____
Authorized Signature

_____
Title

Copy to Engineer

(Use Certified Mail, Return Receipt Requested)

This page is intentionally left blank

Section 2.4

PERFORMANCE BOND

Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

CONTRACTOR (*Name and Address*): SURETY (*Name, and Address of Principal Place of Business*):

OWNER (*Name and Address*):

CONTRACT
Effective Date of Agreement:
Amount:
Description (*Name and Location*):

BOND
Bond Number:
Date (*Not earlier than Effective Date of Agreement*):
Amount:
Modifications to this Bond Form:

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL	**SURETY**
_____(Seal)	_____(Seal)
Contractor's Name and Corporate Seal	Surety's Name and Corporate Seal
By: _____	By: _____
Signature	Signature (Attach Power of Attorney)
_____	_____
Print Name	Print Name
_____	_____
Title	Title
Attest: _____	Attest: _____
Signature	Signature
_____	_____
Title	Title

Note: Provide execution by additional parties, such as joint venturers, if necessary.

Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to Owner for the performance of the Contract, which is incorporated herein by reference.

1. If Contractor performs the Contract, Surety and Contractor have no obligation under this Bond, except to participate in conferences as provided in Paragraph 2.1.

2. If there is no Owner Default, Surety's obligation under this Bond shall arise after:

2.1 Owner has notified Contractor and Surety, at the addresses described in Paragraph 9 below, that Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with Contractor and Surety to be held not later than 15 days after receipt of such notice to discuss methods of performing the Contract. If Owner, Contractor, and Surety agree, Contractor shall be allowed a reasonable time to perform the Contract, but such an agreement shall not waive Owner's right, if any, subsequently to declare a Contractor Default; and

2.2 Owner has declared a Contractor Default and formally terminated Contractor's right to complete the Contract. Such Contractor Default shall not be declared earlier than 20 days after Contractor and Surety have received notice as provided in Paragraph 2.1; and

2.3 Owner has agreed to pay the Balance of the Contract Price to:

1. Surety in accordance with the terms of the Contract; or
2. Another contractor selected pursuant to Paragraph 3.3 to perform the Contract.

3. When Owner has satisfied the conditions of Paragraph 2, Surety shall promptly, and at Surety's expense, take one of the following actions:

3.1 Arrange for Contractor, with consent of Owner, to perform and complete the Contract; or

3.2 Undertake to perform and complete the Contract itself, through its agents or through independent contractors; or

3.3 Obtain bids or negotiated proposals from qualified contractors acceptable to Owner for a contract for performance and completion of the Contract, arrange for a contract to be prepared for execution by Owner and contractor selected with Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Contract, and pay to Owner the amount of damages as described in Paragraph 5 in excess of the Balance of the Contract Price incurred by Owner resulting from Contractor Default; or

3.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:

1. After investigation, determine the amount for which it may be liable to Owner and, as soon as practicable after the amount is determined, tender payment therefor to Owner; or
2. Deny liability in whole or in part and notify Owner citing reasons therefor.

4. If Surety does not proceed as provided in Paragraph 3 with reasonable promptness, Surety shall be deemed to be in default on this Bond 15 days after receipt of an additional written notice from Owner to Surety demanding that Surety perform its obligations under this Bond, and Owner shall be entitled to enforce any remedy available to Owner. If Surety proceeds as provided in Paragraph 3.4, and Owner refuses the payment tendered or Surety has denied liability, in whole or in part, without further notice Owner shall be entitled to enforce any remedy available to Owner.

5. After Owner has terminated Contractor's right to complete the Contract, and if Surety elects to act under Paragraph 3.1, 3.2, or 3.3 above, then the responsibilities of Surety to Owner shall not be greater than those of Contractor under the Contract, and the responsibilities of Owner to Surety shall not be greater than those of Owner under the Contract. To the limit of the amount of this Bond, but subject to commitment by Owner of the Balance of the Contract Price to mitigation of costs and damages on the Contract, Surety is obligated without duplication for:

5.1 The responsibilities of Contractor for correction of defective Work and completion of the Contract;

5.2 Additional legal, design professional, and delay costs resulting from Contractor's Default, and resulting from the actions of or failure to act of Surety under Paragraph 3; and

5.3 Liquidated damages, or if no liquidated damages are specified in the Contract, actual damages caused by delayed performance or non-performance of Contractor.

6. Surety shall not be liable to Owner or others for obligations of Contractor that are unrelated to the Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than Owner or its heirs, executors, administrators, or successors.

7. Surety hereby waives notice of any change, including changes of time, to Contract or to related subcontracts, purchase orders, and other obligations.

8. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the Work or part of the Work is located, and shall be instituted within two years after Contractor Default or within two years after Contractor ceased working or within two years after Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

9. Notice to Surety, Owner, or Contractor shall be mailed or delivered to the address shown on the signature page.

10. When this Bond has been furnished to comply with a statutory requirement in the location where the Contract was to be performed, any provision in this Bond conflicting with said statutory requirement shall be deemed deleted herefrom and provisions conforming to such statutory requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

11. Definitions.

11.1 Balance of the Contract Price: The total amount payable by Owner to Contractor under the Contract after all proper adjustments have been made, including allowance to Contractor of any amounts received or to be received by Owner in settlement of insurance or other Claims for damages to which Contractor is entitled, reduced by all valid and proper payments made to or on behalf of Contractor under the Contract.

11.2 Contract: The agreement between Owner and Contractor identified on the signature page, including all Contract Documents and changes thereto.

11.3 Contractor Default: Failure of Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Contract.

11.4 Owner Default: Failure of Owner, which has neither been remedied nor waived, to pay Contractor as required by the Contract or to perform and complete or otherwise comply with the other terms thereof.

PAYMENT BOND

Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

CONTRACTOR (*Name and Address*):

SURETY (*Name, and Address of Principal Place of Business*):

OWNER (*Name and Address*):

CONTRACT

Effective Date of Agreement:
Amount:
Description *(Name and Location)*:

BOND

Bond Number:
Date (*Not earlier than Effective Date of Agreement*):
Amount:
Modifications to this Bond Form:

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL	**SURETY**
_____(Seal) Contractor's Name and Corporate Seal	_____(Seal) Surety's Name and Corporate Seal
By: _____ Signature	By: _____ Signature (Attach Power of Attorney)
_____ Print Name	_____ Print Name
_____ Title	_____ Title
Attest: _____ Signature	Attest: _____ Signature
_____ Title	_____ Title

Note: Provide execution by additional parties, such as joint venturers, if necessary.

1. Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to Owner to pay for labor, materials, and equipment furnished by Claimants for use in the performance of the Contract, which is incorporated herein by reference.

2. With respect to Owner, this obligation shall be null and void if Contractor:

Promptly makes payment, directly or indirectly, for all sums due Claimants, and

Defends, indemnifies, and holds harmless Owner from all claims, demands, liens, or suits alleging non-payment by Contractor by any person or entity who furnished labor, materials, or equipment for use in the performance of the Contract, provided Owner has promptly notified Contractor and Surety (at the addresses described in Paragraph 12) of any claims, demands, liens, or suits and tendered defense of such claims, demands, liens, or suits to Contractor and Surety, and provided there is no Owner Default.

3. With respect to Claimants, this obligation shall be null and void if Contractor promptly makes payment, directly or indirectly, for all sums due.

4. Surety shall have no obligation to Claimants under this Bond until:

Claimants who are employed by or have a direct contract with Contractor have given notice to Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to Owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.

Claimants who do not have a direct contract with Contractor:

1. Have furnished written notice to Contractor and sent a copy, or notice thereof, to Owner, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials or equipment were furnished or supplied, or for whom the labor was done or performed; and
2. Have either received a rejection in whole or in part from Contractor, or not received within 30 days of furnishing the above notice any communication from Contractor by which Contractor had indicated the claim will be paid directly or indirectly; and
3. Not having been paid within the above 30 days, have sent a written notice to Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to Contractor.

5. If a notice by a Claimant required by Paragraph 4 is provided by Owner to Contractor or to Surety, that is sufficient compliance.

6. Reserved.

7. Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by Surety.

8. Amounts owed by Owner to Contractor under the Contract shall be used for the performance of the Contract and to satisfy claims, if any, under any performance bond. By Contractor furnishing and Owner accepting this Bond, they agree that all funds earned by Contractor in the performance of the Contract are dedicated to satisfy obligations of Contractor and Surety under this Bond, subject to Owner's priority to use the funds for the completion of the Work.

9. Surety shall not be liable to Owner, Claimants, or others for obligations of Contractor that are unrelated to the Contract. Owner shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.

10. Surety hereby waives notice of any change, including changes of time, to the Contract or to related subcontracts, purchase orders, and other obligations.

11. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the Work or part of the Work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by Paragraph 4.1 or Paragraph 4.2.3, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12. Notice to Surety, Owner, or Contractor shall be mailed or delivered to the addresses shown on the signature page. Actual receipt of notice by Surety, Owner, or Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.

13. When this Bond has been furnished to comply with a statutory requirement in the location where the Contract was to be performed, any provision in this Bond conflicting with said statutory requirement shall be deemed deleted herefrom and provisions conforming to such statutory requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory Bond and not as a common law bond.

14. Upon request of any person or entity appearing to be a potential beneficiary of this Bond, Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.

15. Definitions

Claimant: An individual or entity having a direct contract with Contractor, or with a first-tier subcontractor of Contractor, to furnish labor, materials, or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Contract, architectural and engineering services required for performance of the Work of Contractor and Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.

Contract: The agreement between Owner and Contractor identified on the signature page, including all Contract Documents and changes thereto.

Owner Default: Failure of Owner, which has neither been remedied nor waived, to pay Contractor as required by the Contract, or to perform and complete or otherwise comply with the other terms thereof.

EJCDC C-615(A) Payment Bond – Prepared by the Engineers Joint Contract Documents Committee.

Payment Bond

Contractor's Application for Payment No.

	Application Period:	Application Date:
To (Owner):	From (Contractor):	Via (Engineer):
Project:	Contract:	
Owner's Contract No.:	Contractor's Project No.:	Engineer's Project N

Application For Payment

Change Order Summary

Approved Change Orders		
Number	Additions	Deductions
TOTALS		
NET CHANGE BY CHANGE ORDERS		

1. ORIGINAL CONTRACT PRIC ..... $ _____

2. Net change Orders ..... $ _____

3. Curren ne 1 ± 2) ..... $ _____

4. TOTA COMPLETE TORED TO

F on Progress Esti ..... $ _____

AGE:

X _____ **Work Completed**..... $ _____

X _____ **Stored Material**..... $ _____

Retainage (5a + Line 5b)..... $ _____

AMOUNT ELIG E (Line 4 - Line 5c)..... $ _____

S PREVIOUS PA TS (Line 6 from prior Application)..... $ _____

8. NT DUE THIS A ATION..... $ _____

9. BAL TO FINISH, PLU GE

(Colum rogress Estimate e 5 above)..... $ _____

Contractor's Certification

The undersigned Contractor certifies that to the bes ledge: (1) all previ ress payments received from Owner on account of W e Contract have be ed on account to discharge Contractor's legitimate ob tions incu nnection with Wo y prior Applications f ment; (2) title of all ork, materials a ment incorporated Work or otherwi covered by th plication for Pa ll pass to Owner time of payment free clear of ens, security sts and encu anc ot such as are covered by a Bond acc ble to Owner indemnifying Owner against an ch Liens interest or encumbra); and (3) all Work covered by this Applicati or Payment ance with the Contract D ments and is not defective.

By:	Date:

Payment of: $ _____

(Line 8 or other - attach explanation of the other amount)

is recommended by: _____ _____

(Engineer) (Date)

Payment of: $ _____

(Line 8 or other - attach explanation of the other amount)

is approved by: _____ _____

(Owner) (Date)

Approved by: _____ _____

Funding Agency (if applicable) (Date)

Sample

Endorsed by the Construction Specifications Institute.

EJCDC C-620 Contractor's Application for Payment
© 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

Progress Estimate

Contractor's Application

For (contract):							Applicat			
Application Period:							App ion Date:			
A				B	C	D				
Item		Bid Quantity	Unit Price	Bid Value	Estimated Quantity Installed		Materials Stored (not	Total Com and Store ate	% (F) B	Balance to Finish (B - F)
Bid Item No.	Description									
	Totals									

Sample

© 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

Agenda Item No: 4

City Council Agenda Item Report

Meeting Date: April 28, 2026
Submitted By: Teisha WIlson
Submitting Department:
Item Type: Action Item
Agenda Section: Consent Agenda

Subject:
Consideration of Resolution #2026-31, approving the allocation of PARC Tax funds for cultural facilities organizations with Lehi City.

Summary:

Attachments:

Res 2026-31.docx

Grant Request - Council Reviewed 2026.pdf

Grant Request - Application Summaries 2026.pdf

LEHI CITY

RESOLUTION NO. 2026-31

A RESOLUTION APPROVING THE ALLOCATION OF PARC TAX FUNDS FOR CULTURAL FACILITIES AND CULTURAL ORGANIZATIONS WITHIN LEHI CITY

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

WHEREAS, to decide how funds generated by the PARC tax should be distributed, the City Council has received recommendations from City staff and from the Lehi City Parks, Arts, Recreation, and Culture (PARC) Advisory Committee;

WHEREAS, on March 24, 2026, the City Council held a duly noticed public meeting to ascertain the facts regarding this matter, which facts and comments are found in the meeting record; and,

WHEREAS, after considering the facts and comments presented to the City Council, the Council finds: (i) it has independently reviewed and considered the recommendations by City staff and the PARC Advisory Committee; (ii) through its deliberative process, it has determined its own allocation of grant awards to PARC Tax recipients; and (iii) such action furthers the health, safety and welfare of the residents of Lehi.

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

PART I:

1. The funding recommendations shown on Exhibit A are hereby approved.

2. This resolution shall take effect immediately.

Approved and Adopted by the City Council of Lehi City, Utah this 28th day of April, 2026.

LEHI CITY

_____
Paul Binns, Mayor

ATTEST

_____
Teisha Wilson, City Recorder

FY 2026-2027 GRANT REQUESTS – CITY COUNCIL REVIEWED:

Organization	Request	Requested Amount	Council Reviewed Amount
Chabad of Utah County	Lehi Chanukah Festival	10,000	10,000
Futuro Futsal Academy Foundation	Futuro Futsal Academy Foundation	9,999	-
Grassroots Shakespeare Company	Grassroots Educational Tour	5,000	5,000
Harrington Center for the Arts	Chalk It Up	36,408	20,000
Harrington Center for the Arts	Exploration of New Works	10,877	-
Hutchings Museum	Storage Security	4,500	4,500
Hutchings Museum	Staff Support	104,000	45,000
Just for Kids of Utah County	The Curtis Center Education Lighting Enhancement	7,705	7,705
Lehi Area Music Association	Sustaining Lehi's Musical Heritage	12,500	12,500
Lehi Arts Council	Show Rights/Set Cost/Rental	48,650	48,650
Lehi Arts Council	New Mover Lights	9,491	9,491
Lehi Arts Council	Electricity Brought Out to the Garage	25,110	25,110
Lehi Arts Council	New Upright Piano	4,998	-
Lehi Arts Council	Washer and Dryer	12,454	-
Lehi Arts Council	Funfetti Machine	936	-
Lehi Historical Society and Archives	Operating Expenses	106,498	102,498
Lehi Round Up Rodeo	2027 Lehi Round Up Rodeo	90,000	90,000
Nashville in the Rockies	Nashville in the Rockies - Music Fest	6,000	6,000
Thanksgiving Point Institute	Grow Tech Gardens	146,036	-
United Angels Foundation	Sensory Friendly Lunar New Year Celebration	800	-
United Angels Foundation	Adaptive & Inclusive Spring Break Mini-Camp	1,215	1,215
United Angels Foundation	Special Needs Teens and Adult Social & Life Skills Activities	828	828
Utah Floorball Association	Floorball for All	10,000	-

Organization	Request	Requested Amount	Council Reviewed Amount
Wasatch Contemporary Dance Company	Professional Contemporary Dance Concert & High School Workshop	12,000	-
Wrap the World with Quilts, Inc.	Lehi Service Events	12,146	-
Wrap the World with Quilts, Inc.	Lehi School Events	75,313	-
Wrap the World with Quilts, Inc.	Monthly Operating Expenses for One Year	164,141	-
Totals		**927,605**	**388,497**

Organization	Request	Requested Amount	Council Reviewed Amount
Hutchings Museum	General Fund Allocation	260,000	260,000
Just for Kids of Utah County	General Fund Allocation	20,000	-
Lehi Area Music Association	General Fund Allocation	2,500	2,500
Lehi Arts Council	General Fund Allocation	78,000	78,000
Lehi Historical Society and Archives	General Fund Allocation	33,000	33,000
Thanksgiving Point Institute	General Fund Allocation: Butterfly Biosphere	50,000	50,000
Thanksgiving Point Institute	General Fund Allocation: Museum of Natural Curiosity	50,000	50,000
Totals		**493,500**	**473,500**

Grand Total		**1,421,105**	**861,997**

Total Requested Amount:	$ 1,421,105	**Number of Applications Received:**	34
Total FY27 Funding Available:	$ 1,168,000	**Total Fully Funded Applications:**	18
Total Council Reviewed Amount:	$ 861,997	**Total Partially Funded Applications:**	3
Est. EOY PARC Grant Fund Balance:	$ 306,003	**Total Non-funded Applications:**	13

PARC GRANT REQUESTS – APPLICATION SUMMARIES

Organization	Request	Organization or Facility Grant?	Description of Request	Requested Amount
Chabad of Utah County	Lehi Chanukah Festival	Organization	A large festival where residents can come experience Jewish culture, primarily music and food.	$ 10,000
Futuro Futsal Academy Foundation	Futuro Futsal Academy Foundation	Organization	Help make futsal accessible to all by reducing membership costs through scholarships and help pay for coaching and facility costs.	$ 9,999
Grassroots Shakespeare Company	Grassroots Educational Tour	Organization	An educational tour featuring community & school performances of some of Shakespeare's most popular plays. The tour includes workshops at Lehi City schools.	$ 5,000
Harrington Center for the Arts	Chalk It Up	Organization	Chalk It Up, Utah's largest chalk art festival held on the Adobe Lehi Campus, is a two-day event that brings together nearly 135 amateur and professional artists to transform the sidewalks into a captivating, one-of-a-kind arts experience.	$ 36,408
Harrington Center for the Arts	Exploration of New Works	Organization	Harrington Center for the Arts will present their annual Exploration of New Works program in a festival format, featuring staged performances of new theatrical works written by emerging local playwrights, along with an educational playwright workshop and feedback sessions with award-winning arts professionals.	$ 10,877
Hutchings Museum	Storage Security	Organization	Cover the cost of security and storage for artifacts and specimens stored offsite.	$ 4,500
Hutchings Museum	Staff Support	Organization	Staff support funding to retain an Education & Events Coordinator, Ben Woodruff, and additional funding support for other permanent staff members.	$ 104,000
Just for Kids of Utah County	The Curtis Center Education Lighting Enhancement	Organization	Lighting enhancement for the Curtis Center for Arts and Education serving individuals with disabilities in the cultural arts.	$ 7,705
Lehi Area Music Association	Sustaining Lehi's Musical Heritage	Organization	A grant to fund operation and growth by helping to meet essential ongoing operating expenses and enable growth by developing and acquiring musical capabilities.	$ 12,500

Organization	Request	Organization or Facility Grant?	Description of Request	Requested Amount
Lehi Arts Council	Show Rights/Set Cost/Rental	Organization	A grant to fund the costs for show rights, building sets, and school rentals.	$ 48,650
Lehi Arts Council	New Mover Lights	Organization	Special effect mover lights that could also be used as spotlights.	$ 9,491
Lehi Arts Council	Electricity Brought Out to the Garage	Facility	Provide electricity to the garage near the Lehi Arts Council building.	$ 25,110
Lehi Arts Council	New Upright Piano	Organization	An upright piano that is easy to move on and off stage for stage performances.	$ 4,998
Lehi Arts Council	Washer and Dryer	Organization	Provide onsite laundry services at the Lehi Arts Council building to wash costumes.	$ 12,454
Lehi Arts Council	Funfetti Machine	Organization	A CO2 cannon that will launch Funfetti during performances.	$ 936
Lehi Historical Society and Archives	Operating Expenses	Organization	Funding to support professional staff, archival infrastructure, Lehi Historical Marker Program, and Lehi Heritage Day to ensure Lehi's stories are preserved.	$ 106,498
Lehi Round Up Rodeo	2027 Lehi Round Up Rodeo	Organization	Funding to support contracted cultural and artistic professionals, including livestock providers, announcers, and western heritage performance acts.	$ 90,000
Nashville in the Rockies	Nashville in the Rockies – Music Fest	Organization	Grant funds will support the production and operating expenses, including stage rental, lighting, sound equipment, and a professional sound engineer to provide family-friendly live music events that advance and preserve music and cultural arts in the community.	$ 6,000
Thanksgiving Point Institute	Grow Tech Gardens	Organization	Grow Tech Gardens at Curiosity Farms is a high-tech agricultural education exhibit that teaches about hydroponic farming. Funding will support the development of the exhibit.	$146,036
United Angels Foundation	Sensory Friendly Lunar New Year Celebration	Organization	Funds program supplies, entertainment and facility space for a sensory friendly Lunar New Year celebration open to the community.	$ 800

Organization	Request	Organization or Facility Grant?	Description of Request	Requested Amount
United Angels Foundation	Adaptive & Inclusive Spring Break Mini-Camp	Organization	A spring-break mini-camp provides families with inclusive and adaptive activities and enrichment classes during spring break.	$ 1,215
United Angels Foundation	Special Needs Teens and Adult Social & Life Skills Activities	Organization	Funding for activities during teen nights and young adult meetups for individuals with disabilities.	$ 828
Utah Floorball Association	Floorball for All	Organization	Covers the cost of facility rental to run their recreational floorball programs.	$ 10,000
Wasatch Contemporary Dance Company	Professional Contemporary Dance Concert & High School Workshop	Organization	A professional, site-specific contemporary dance performance at The Rooftop with a free educational workshop for high school dancers and local studios offered in conjunction with the concert.	$ 12,000
Wrap the World with Quilts, Inc.	Lehi Service Events	Organization	Provides for a service project at Lehi Heritage Day where community members create fleece blankets and cards.	$ 12,146
Wrap the World with Quilts, Inc.	Lehi School Events	Organization	Provides materials for several school projects at both Skyridge and Lehi High to teach students to make fleece blankets and sew quilts to be donated to refugees and people in need.	$ 75,313
Wrap the World with Quilts, Inc.	Monthly Operating Expenses for One Year	Organization	Funding for one year to assist with keeping the office and workshop operating and for supplies to continue to make quilts.	$ 164,141

GRANT REQUESTS – GENERAL FUND ALLOCATIONS

Organization	Request	Organization or Facility Grant?	Description of Request	Requested Amount
Hutchings Museum	General Fund Allocation	Organization	Provides operating funding to cover the cost for overall organizational expenses.	$ 260,000
Just for Kids of Utah County	General Fund Allocation	Organization	Provides operating funding to cover the cost for overall organizational expenses.	$ 20,000
Lehi Area Music Association	General Fund Allocation	Organization	Provides operating funding to cover the cost for overall organizational expenses.	$ 2,500
Lehi Arts Council	General Fund Allocation	Organization	Funds several operating expenses like internet, storage units, stipends, cleaning supplies, contractors, tech supplies, music, etc.	$ 78,000
Lehi Historical Society and Archives	General Fund Allocation	Organization	Primarily funds personnel expenses for the Lehi Historical Society director.	$ 33,000
Thanksgiving Point Institute	General Fund Allocation: Butterfly Biosphere	Organization	Funding will be used to replace and update the lighting inside the butterfly biosphere.	$ 50,000
Thanksgiving Point Institute	General Fund Allocation: Museum of Natural Curiosity	Organization	Funding will be used to pay for exhibit improvements in the Water Works area of the Museum of Natural Curiosity.	$ 50,000

Agenda Item No: 1

City Council Agenda Item Report

Meeting Date: April 28, 2026
Submitted By: Teisha WIlson
Submitting Department:
Item Type: Public Hearing
Agenda Section: Regular Agenda

Subject:
Public Hearing to consider feedback on the Lehi City Community Development Block Grant (CDBG) Annual Action Plan, which outlines community needs, potential community funding priorities, and program structure and governance for the program year 2026-2027.

Summary:
Public Hearing Only. No Action.
Final Approval will be scheduled at a future Council meeting.

Attachments:

FY26 Lehi AAP DRAFT.pdf

Executive Summary

AP-05 Executive Summary - 91.200(c), 91.220(b)

1. Introduction

Lehi City is an entitlement jurisdiction that receives an annual allocation of Community Development Block Grant (CDBG) funds from the U.S. Dept of Housing and Urban Development (HUD) for community development and affordable housing activities. In alignment with Consolidated Plan priorities, the City will use the funds for public infrastructure and public service activities for LMI residents.

2. Summarize the objectives and outcomes identified in the Plan

The City has identified five priority goals:

• Public Infrastructure and neighborhood improvement: The City will work towards this goal through projects that may include, but are not limited to, transportation, infrastructure, community amenities, crime prevention, and water and sewer system improvements.

• Economic Development: The City will work towards this goal through projects that may include, but are not limited to, façade improvements, a small business loan program, and other facilities, activities, and services that will increase the overall productivity of the local economy and local businesses and that will maintain and create jobs for low- and moderate-income (LMI) residents.

• Public Services for low- and moderate-income residents: The City will work towards this goal through projects that may include, but are not limited to, services to the elderly or disabled, mental illness or substance abuse treatment, services to victims of domestic violence, abuse, or neglect, health care services, and any services that bring families out of poverty.

• Affordable Housing: The City will work towards this goal through projects that may include, but are not limited to, rental assistance, affordable rental housing for LMI residents, housing rehabilitation, and decent housing for homeless individuals and families. The City will continue to look for ways to partner with local organizations working to address the affordable housing shortage in the region.

3. Evaluation of past performance

Lehi City, along with Mountainland Association of Governments (MAG), has worked to develop a strong CDBG program through its commitment to building solid partnerships. MAG staff have worked to cultivate a collaborative relationship between HUD, City staff, adjacent local government representatives, and non-profit organizations in order to provide quality services and programs to low- and

DRAFT

moderate-income residents. At the end of each program year, the City evaluates progress in meeting program objectives. This information is presented to citizens in the form of a Consolidated Annual Performance and Evaluation Report (CAPER). CAPERs for past program years can be found at www.mountainland.org/lehicdbg.

4. Summary of Citizen Participation Process and consultation process

Summary from the citizen participation section of the plan.

Section PR-10 provides a detailed summary of the citizen participation and consultation process used to develop the Consolidated Plan. Lehi City sought input from local citizens, impacted populations, service providers, local government officials and staff, business leaders, and nonprofit and for-profit organizations involved in housing and community development activities. A public hearing and key stakeholder meetings were held to gather input, and a needs survey was distributed throughout the City and region to residents, elected officials, service providers, and business and civic leaders.

In preparation for this Annual Action Plan, Lehi City again sought input from stakeholders and held a public hearing to gather input from residents, and a draft plan was made available for public comment.

5. Summary of public comments

This could be a brief narrative summary or reference an attached document from the Citizen Participation section of the Con Plan.

No public comments at this time. The draft plan was made available to the public through the Lehi City CDBG program website, which can be found at magutah.gov/lehicdbg.

6. Summary of comments or views not accepted and the reasons for not accepting them

No comments were received for this Annual Action Plan. All comments are considered and utilized to inform the needs assessment, goal setting, and prioritization of funding.

7. Summary

The **2026 Annual Action Plan** outlines the projects and funding priorities for the program year, which runs July 1, 2026 – June 30, 2027. The Plan describes the consultation process with local civic leaders and public service providers. The planning process included surveys, public hearings, and consultations.

DRAFT

PR-05 Lead & Responsible Agencies - 91.200(b)

1. Agency/entity responsible for preparing/administering the Consolidated Plan

The following are the agencies/entities responsible for preparing the Consolidated Plan and those responsible for the administration of each grant program and funding source.

Agency Role	Name	Department/Agency
Lead Agency	Lehi city	
CDBG Administrator	MAG	MAG Community and Economic Development

Table 1 – Responsible Agencies

Narrative

Provo City is the lead agency for the Utah Valley Consortium. MAG is the administering agency for the Lehi City CDBG program. MAG CDBG staff are responsible for the preparation of the Annual Action Plan and for the administration of the grant program.

Consolidated Plan Public Contact Information

Claudia Saldana
Community Development Specialist, MAG
586 E 800 N Orem, UT 84097
csaldana@magutah.gov
801-229-3800

DRAFT

AP-10 Consultation - 91.100, 91.200(b), 91.215(l)

1. Introduction

CDBG staff representing Lehi City, Provo City, Orem City, and Utah County engaged in a collaborative effort to consult with representatives of low-income neighborhoods, non-profit and for-profit housing developers, service providers, public service agencies, homeless service providers, faith-based organizations, supportive housing and service providers, community stakeholders, community partners, business leaders, and beneficiaries of entitlement programs to inform and develop the priorities and strategies contained within the Consolidated Plan.

Provide a concise summary of the jurisdiction's activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health and service agencies (91.215(l)).

In preparing the Program Year 2026 Annual Action Plan, CDBG staff held consultations with various organizations that provide services throughout Utah County, including local leaders, housing providers, and service providers. Some of these consultations are informal discussions held on an ongoing basis throughout the year.

Describe coordination with the Continuum of Care and efforts to address the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans, and unaccompanied youth) and persons at risk of homelessness.

Lehi City falls under the Mountainland Continuum of Care, which works to prevent homelessness in Utah, Wasatch, and Summit Counties. The COC is a coalition of local non-profit and government agencies that work together to find solutions to the area's housing needs, including temporary emergency shelter and affordable homeownership. MAG staff attend the COC meetings, participate on the Executive Committee and State funding Committee, and receive monthly communication from the agencies.

Describe consultation with the Continuum(s) of Care that serves the jurisdiction's area in determining how to allocate ESG funds, develop performance standards for and evaluate outcomes of projects and activities assisted by ESG funds, and develop funding, policies and procedures for the operation and administration of HMIS

No Utah Valley Consortium members receive ESG funds

2. Agencies, groups, organizations and others who participated in the process and consultations

DRAFT

Table 2 – Agencies, groups, organizations who participated

1	**Agency/Group/Organization**	MAG
	Agency/Group/Organization Type	Regional organization
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Public Housing Needs Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Homelessness Strategy Non-Homeless Special Needs Market Analysis Economic Development Anti-poverty Strategy Lead-based Paint Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Lehi City elected officials and staff met with MAG staff to review ConPlan priorities and needs.
2	**Agency/Group/Organization**	Lehi City
	Agency/Group/Organization Type	Other government - Local
	What section of the Plan was addressed by Consultation?	Non-Homeless Special Needs Economic Development

DRAFT

	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Local Government that assisted in identifying needs within the community. The joint effort facilitated discussions and feedback from departments working directly with those in need. As a result, the City identified key priorities and goals for the Plan, including infrastructure improvement areas within the community.
3	**Agency/Group/Organization**	Family Haven (Lehi)
	Agency/Group/Organization Type	Services-Children Services - Victims
	What section of the Plan was addressed by Consultation?	Non-Homeless Special Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The organization participated in the application process. Identified a need to fill in missing curb and gutter, sidewalk, and pavement. They also identified a need to provide financial support to small businesses.
4	**Agency/Group/Organization**	Tabitha's Way
	Agency/Group/Organization Type	Services – Children Services – Education Services – Victims
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Public Housing Needs Homeless Needs (All) Non-Homeless Special Needs Market Analysis

DRAFT

	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Public Service Organization that assisted in identifying service gaps within the community. The joint effort facilitated discussions and feedback from agencies working directly with those in need. As a result, the City identified key priorities and goals for the Plan, including specific public service focus areas where funding will be strategically directed and maximized across the community
5	**Agency/Group/Organization**	My Story Matters
	Agency/Group/Organization Type	Services – Education
	What section of the Plan was addressed by Consultation?	Anti-poverty Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Public Service Organization that assisted in identifying service gaps within the community. The joint effort facilitated discussions and feedback from agencies working directly with those in need. As a result, the City identified key priorities and goals for the Plan, including specific public service focus areas where funding will be strategically directed and maximized across the community
6	**Agency/Group/Organization**	Deafinity
	Agency/Group/Organization Type	Services – Education Non-Homeless Special Needs Services-Persons with Disabilities
	What section of the Plan was addressed by Consultation?	Non-Homeless Special Needs

DRAFT

	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Public Service Organization that assisted in identifying service gaps within the community. The joint effort facilitated discussions and feedback from agencies working directly with those in need. As a result, the City identified key priorities and goals for the Plan, including specific public service focus areas where funding will be strategically directed and maximized across the community

Identify any Agency Types not consulted and provide rationale for not consulting

All relevant organizations and agencies were either consulted or invited to participate in the Plan process.

Other local/regional/state/federal planning efforts considered when preparing the Plan

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Continuum of Care	United Way of Utah County	Assist those experiencing homelessness and those at risk of homelessness.
Community Needs Assessment	Community Action Services and Food Bank	Income, employment, and housing
FY25-29 Consolidated Plan	Utah County, Orem City, Provo City	Consortium members. This plan was written in collaboration with all other consortium members.

Table 3 - Other local / regional / federal planning efforts

DRAFT

Narrative

DRAFT

AP-12 Participation - 91.401, 91.105, 91.200(c)

1. Summary of citizen participation process/Efforts made to broaden citizen participation
Summarize citizen participation process and how it impacted goal-setting

Pursuant to the CDBG program regulations, Lehi City is required to prepare a Citizen Participation Plan to establish policies and procedures for citizen participation in the development of the CDBG Annual Action Plan. Per the CPP, citizens were given the opportunity to provide comments directly to CDBG staff and at a public meeting where potential projects for the coming year were discussed. The first public hearing was on October 8, 2025. This public hearing was to solicit initial public input on the community development and housing needs of the area for the upcoming year. The AAP draft was posted on the Lehi CDBG website located at magutah.gov/lehi for the duration of the 30-day public comment period. A second public hearing was held on April 28, 2026, at Lehi City Hall.

DRAFT

Citizen Participation Outreach

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
1	Internet Outreach	Minorities Non-English Speaking - Specify other language: Spanish Persons with disabilities Non-targeted/broad community				
2	Public Hearing	Non-targeted/broad community	No attendees	No comments received		
3	Public Hearing	Non-targeted/broad community				

Table 4 – Citizen Participation Outreach

DRAFT

Expected Resources

AP-15 Expected Resources - 91.420(b), 91.220(c)(1,2)

Introduction

Anticipated Resources

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan $	Narrative Description
			Annual Allocation: $	Program Income: $	Prior Year Resources: $	Total: $		
CDBG	public - federal	Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services	332,739	0	0	332,739	0	Lehi City will receive an FY26 allocation of $332,739

Table 1 - Expected Resources – Priority Table

DRAFT

Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied

Leverage will come from additional City resources that will be used to improve neighborhood infrastructure. Lehi City will provide the necessary project management for the project. With non-city projects, such as grants awarded to sub-recipients, the City expects grant sub-recipients to leverage additional fund contributions from both private and public organizations when possible.

If appropriate, describe publically owned land or property located within the jurisdiction that may be used to address the needs identified in the plan

At this time, there is no plan to use publicly owned land or property within Lehi City to address needs identified in the plan.

Discussion

DRAFT

Annual Goals and Objectives

AP-20 Annual Goals and Objectives - 91.420, 91.220(c)(3)&(e)

Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Public Facilities and Infrastructure Improvements	2026	2027	Non-Housing Community Development		Public infrastructure and Neighborhood improvement	CDBG: $292,739	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit: approximately 30 Persons Assisted
2	Program Administration	2026	2027	Administration		Program Administration	CDBG: $40,000	

Table 2 – Goals Summary

Goal Descriptions

1	**Goal Name**	Public Facilities and Infrastructure Improvements
	Goal Description	An infrastructure improvement process will be undertaken in a low- and moderate-income neighborhood in Lehi.

DRAFT

AP-35 Projects - 91.420, 91.220(d)

Introduction

This section details the projects proposed to be funded in the upcoming program year.

Pre-Award Costs: Should Lehi City's CDBG Grant Agreement with HUD be finalized after the beginning of the Program Year, which could cause award recipients to delay beginning their proposed activities, the City will authorize award recipients to begin delivery of their services and other project activities, related to and included in this 2026 AAP, beginning July 1, 2026. These costs are necessary for the efficient and timely performance of all proposed FY2026 projects. All other requirements for the expenditure of CDBG before Grant Agreements are signed will be completed.

As authorized by 24 CFR 570.200(h) and 24 CFR 92.212(b), the City plans to expend pre-award costs prior to the execution of the program years CDBG Investment Partnerships Agreement. The use of these funds will not affect future grants.

#	Project Name
1	MAG Program Administration
2	Lehi - Engineering

Table 3 – Project Information

Describe the reasons for allocation priorities and any obstacles to addressing underserved needs

These allocation priorities were based on project readiness, need, availability of resources, and capacity. Shortage of funding is an ongoing obstacle to addressing underserved needs.

DRAFT

AP-38 Project Summary

Project Summary Information

1	**Project Name**	MAG Program Administration
	Target Area	N/A
	Goals Supported	Program Administration
	Needs Addressed	N/A
	Funding	CDBG: $40,000
	Description	Costs associated with the overall management and administration of the CDBG program.
	Target Date	6/30/2026
	Estimate the number and type of families that will benefit from the proposed activities	N/A
	Location Description	586 E 800 N Orem, UT 84097
	Planned Activities	Program Administration and Management
2	**Project Name**	FY26 Lehi City Sidewalk Infrastructure
	Target Area	City-wide
	Goals Supported	Public Facilities and Infrastructure Improvements
	Needs Addressed	Public infrastructure and Neighborhood improvement
	Funding	CDBG: $292,739

DRAFT

	Description	Installation and ADA-upgrades of sidewalks, curb, and gutter in CDBG-eligible low-to-moderate income areas of Lehi City.
	Target Date	12/31/2027
	Estimate the number and type of families that will benefit from the proposed activities	This project will provide a direct benefit to 33 individuals through immediate neighborhood improvements. 70% of the direct beneficiaries are LMI. Additionally, the project provides a broader "Area Benefit" for students and families utilizing these pathways for safe routes to school and local transit.
	Location Description	Eligible LMI Target Areas City-wide
	Planned Activities	Installation and repair of sidewalks and ADA barriers in residential LMI neighborhoods

DRAFT

DRAFT

AP-50 Geographic Distribution - 91.420, 91.220(f)

Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed

For the 2026 Program Year, Lehi City will direct 100% of its project-specific CDBG funding toward infrastructure improvements within the city's historic downtown residential core. This area is characterized by older housing stock and a high concentration of low-to-moderate income (LMI) households.

Specifically, the city will focus on residential neighborhoods where pedestrian infrastructure is either missing or non-compliant with ADA standards. By concentrating resources in these established areas, the city aims to improve safe routes to school for local students and enhance overall neighborhood connectivity for residents who rely on non-vehicular transportation.

Geographic Distribution

Target Area	Percentage of Funds

Table 4 - Geographic Distribution

Rationale for the priorities for allocating investments geographically

No geographic areas have been targeted for allocation priority during this 5-year Consolidated Plan period.

Discussion

Lehi CDBG funds will prioritize Lehi residents.

DRAFT

AP-75 Barriers to affordable housing -91.420, 91.220(j)

Introduction

The most significant public policy barriers to the development and preservation of affordable housing in Lehi include high land acquisition costs, a limited supply of rental units for large families, and elevated construction interest rates. Ongoing market volatility continues to exert pressure on the local housing inventory, making it increasingly difficult for low-to-moderate income (LMI) residents to compete in the purchase and rental markets.

Actions it planned to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment

Lehi City remains proactive in implementing zoning and land-use policies that foster affordability. Recent initiatives include the adoption of Transit-Oriented Development (TOD) zones to increase density near commuter rail stations and the universal allowance of Accessory Dwelling Units (ADUs) in all single-family residential zones. Furthermore, the City utilizes CDBG funds to modernize infrastructure in the historic downtown core, directly supporting the preservation of the city's most attainable housing stock.

Discussion

Lehi City continues to pursue policies and actions that support affordable housing for its residents.

DRAFT

AP-85 Other Actions - 91.420, 91.220(k)

Introduction

This section will identify other actions to be taken in this program year.

Actions planned to address obstacles to meeting underserved needs

The City will continue its active participation in regional service delivery networks, collaborating with specialized providers to ensure Lehi residents have access to critical social services. Staff will work to bridge the gap between regional non-profits and local residents to ensure that underserved populations are aware of available resources.

Actions planned to foster and maintain affordable housing

As a member of the Utah Valley HOME Consortium, Lehi City supports regional programs such as the homeowner rehabilitation loan program, which helps LMI homeowners maintain the safety and viability of their properties. The City's investment in downtown infrastructure further stabilizes older residential neighborhoods, preventing blight and maintaining housing quality.

Actions planned to reduce lead-based paint hazards

Lehi City coordinates with the Mountainland Association of Governments (MAG) and the Utah County Health Department to provide education on lead-based paint risks. All CDBG-funded rehabilitation or acquisition projects involving pre-1978 structures are strictly required to undergo lead testing and mitigation as a condition of funding.

Actions planned to reduce the number of poverty-level families

The City's anti-poverty strategy focuses on economic empowerment by attracting diverse industries that offer a range of employment opportunities. By fostering a robust local economy, the City creates entry-level and technical job opportunities that allow residents to achieve a higher standard of living. Additionally, the City supports public services that remove barriers to employment, such as transit access and specialized training for populations.

Actions planned to develop institutional structure

Lehi City and its administrative partnership with MAG continue to refine the process to ensure high-level compliance with federal regulations. This institutional framework allows for better consultation with

DRAFT

housing providers and social service agencies, creating a more integrated delivery system for CDBG resources. As the community continues to grow and its entitlement allotment of CDBG funds increases, there will be new opportunities to support a more locally based service delivery system for Lehi City residents.

Actions planned to enhance coordination between public and private housing and social service agencies

Lehi City plans to maintain its involvement in regional service delivery structures. This participation includes actively engaging developers and affordable housing providers to pinpoint opportunities for developing affordable housing. Utah County communities have already implemented several innovative, regional collaborations. For instance, the Provo Redevelopment Authority manages the HOME Consortium, and although it is a Provo City agency, Provo has committed resources to support the broader, regional Valley HOME Consortium. Similarly, the United Way of Utah County provides administrative support and oversight for the Continuum of Care. While the United Way Agency initially focused on serving Provo, it has extended its administrative capacity to provide the necessary institutional support for the Mountainland Continuum of Care.

Discussion

Lehi City and CDBG staff continue engagement with service agencies and other HUD entitlements to establish a spectrum of services that serve the most needy populations.

DRAFT

Program Specific Requirements

AP-90 Program Specific Requirements - 91.420, 91.220(l)(1,2,4)

Introduction

Program specific requirements

Community Development Block Grant Program (CDBG)
Reference 24 CFR 91.220(l)(1)

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

1. The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed	0
2. The amount of proceeds from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan.	0
3. The amount of surplus funds from urban renewal settlements	0
4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan	0
5. The amount of income from float-funded activities	0
Total Program Income:	**0**

Other CDBG Requirements

1. The amount of urgent need activities	0

DRAFT

2. The estimated percentage of CDBG funds that will be used for activities that benefit persons of low and moderate income.Overall Benefit - A consecutive period of one, two or three years may be used to determine that a minimum overall benefit of 70% of CDBG funds is used to benefit persons of low and moderate income. Specify the years covered that include this Annual Action Plan.	100.00%

Discussion

The Lehi City program is committed to using at least 70% of funds to benefit persons of low- and moderate-income. For FY26, 100% of funds will be used to benefit low- and moderate-income persons.

DRAFT

Agenda Item No: 2

City Council Agenda Item Report

Meeting Date: April 28, 2026
Submitted By: Jacob Curtis
Submitting Department: Planning Division
Item Type: Ordinance
Agenda Section: Regular Agenda

Subject:
Cedar Hollow Holdings Annexation located at 400 South Center Street.
a. Public Hearing
b. Consideration of Resolution #2026-32 approving an Annexation Agreement.
c. Consideration of Ordinance #22-2026 approving the Cedar Hollow Holdings Annexation, with R-1-Flex zoning on 15.31 acres of property located at approximately 400 South Center Street.

Summary:

Attachments:

Cedar Hollow Annexation 1

Res 2026-32

Cedar Hollow Holdings AnnexAgreement

Ord 22-2026

CEDAR HOLLOW HOLDINGS ANNEXATION
CITY COUNCIL REPORT

Applicant	Gary Cooper		
Meeting Date	April 28, 2026		
Requested Action/Purpose	Approval of a proposed annexation		
Location	Approximately 400 South Center Street		
Requested Zoning	R-1-Flex		
General Plan Land Use Designation	LDR		
Acreage	15.31 acres		
Existing Land Use	Undeveloped		
Adjacent Zoning and Land Use	*North*	RA-1/R-1-8	Single family residential
	South	R-1-Flex	Rail Line
	East	R-1-Flex/R-1-8	Single family residential
	West	RA-1	Single family residential
Date of DRC Review	February 18, 2026		
Date of City Council Acceptance	March 10, 2026		
Date of Planning Commission Review	March 26, 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 General Plan designates this property as Low Density Residential (LDR). The applicant requests review of their proposal to annex 15.31 acres of property located at approximately 400 S Center Street with proposed R-1-Flex zoning. The proposed annexation resolves a portion of an existing county island. This area has a general plan land use designation with the intent that it would annex into Lehi at some point.

The DRC reviewed the proposed annexation and had no critical issue concerns. The DRC comments were informative 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 March 26, 2026. The minutes and motion from this meeting are as follows:

3.3) Public hearing and recommendation of Gary Cooper's request for R-1-Flex zoning on the Cedar Hollow Holdings Annexation, 15.31 acres of property located at approximately 400 South Center Street.

Brittney Harris presented the item. It is very similar to the last item, but as it is over ten acres, the density is slightly increased. A variety of lot sizes is required, which will require a mix of uses.

Tony Trane was present, representing the applicant. He clarified that the flex part of the zoning doesn't increase density by much. They selected this zoning as they are trying to build a church on the property.

Commissioner Eyre clarified that no multi-family housing will be built. Commissioner Su'a-Filo clarified that water rights were in order.

Commissioner Eyre opened public comment.

Jay Bodine lives to the north. He thought the zoning designation was unclear. He has concerns over a PUD or PRD being applied to get extra density in the future.

Bart Christofferson lives to the north. He is excited for this project to be approved as the power improvements will remove a power line going over his property, which will allow him to build a home. He hopes there will be bigger lots.

Merrill Carson lives to the west. He wanted to know if the zoning applies to the whole piece of property or if the church would be zoned separately.

Cammile Unity lives to the southeast. She shared concerns over PRD/PUDs, and the subsequent traffic they would cause.

Thea Thomas lives to the north. She didn't know how the mandated different lot sizes would be managed. She had concerns over property values going down.

Jay Bodine returned to share his concerns over potential traffic, as he sees only two possible outlets.

There was one online comment from Thea Thomas, who shared her traffic concerns.

Commissioner Eyre closed public comment.

Trane addressed the questions raised. He stated that there is no intent to put in a PRD, and that once the church is built, there will be no way to have a PRD approved. There will be three outlet points developed, not just two. He explained that there is a difference between "flex" and "high density."

Commissioner Roberts asked for clarification on the access points.

Harris explained that churches are permitted in any residential zone and that the entire lot would be zoned R-1-Flex. She explained that PUDs and PRDs can be proposed in any zone, and that if one were proposed, it would have to be noticed again and come through the commission as its own project. She explained that the overall density of the property doesn't increase. She went on to state that lot sizes are determined and sent to the city to be checked before they are approved. This allows the city to ensure that the diversity of lot sizes is maintained.

Trane emphasized that it wouldn't make any sense to do a PRD on the property, as there would be no gain. The developer wants to match the surrounding lots.

Motion: Commissioner Kunze moved to give a positive recommendation to the Lehi City Council, with the findings that the proposed application does conform with the goals and policies of the General Plan. Include all DRC comments. Commissioner Roberts seconded.

Vote: Commissioner Jones, yes. Commissioner Su'a-Filo, yes. Commissioner Eyre, yes. Commissioner Kunze, yes. Commissioner Roberts, yes.

Motion passed unanimously.

Cedar Hollow Holdings Annexation
DRC Redline Comments

Gary Cooper- requests review of the Cedar Hollow Holdings Annexation on 15.31 acres located at approximately 400 South Center Street with proposed R-1-Flex zoning. Need envelopes

DRC Members Present: Glade Kirkham, Garion Rowett, Ryan Allred, Shelbey Brewer, Kim Struthers, Gary Smith, Gary Ellis, James Farnsworth, Luke Seegmiller
Representatives of the Applicant Present: Tony Trane
Assigned Planner: Jacob Curtis
Date of Plans Reviewed: 02/10/26
Time Start: 3:23 pm
Time End: 3:32 pm

DRC REPORT:

1. **Critical Issues: None**

2. **Location of existing and proposed City facilities- utilities in Center Street and 300 East**

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

4. **Distances to schools/parks/shopping- Meadow Elementary (.6 miles), Lehi High School (.8 miles), Lehi Junior High School (1.5 miles), Pioneer Market (.5 miles), Outdoor Pool (.5 miles)**

5. **Transportation- Center Street is a Minor Collector**

DRC GENERAL COMMENTS:

General comments:
a. A Mylar copy of the annexation plat is required prior to scheduling the annexation for final City Council approval.
b. 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.
c. As a condition of recording the annexation plat, the applicant will need to provide water dedication per Chapter 27 of the Development Code. The rate for the R-1-Flex Zone is 1.58 acre feet per acre of culinary water and 2.11 acre feet per acre of irrigation water.

THIS ITEM WILL BE SCHEDULED FOR CITY COUNCIL ON MARCH 10TH 2026.

NEED ENVELOPES

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

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

Narrative

Lehi City
Attn: City Council and Staff

Subject: Cedar Hollow Holdings Annexation

The property owner of approximately 15.31 acres located at 300 South 2300 West desires to annex into Lehi City. This annexation is requesting to be annexed under the R1-Flex zoning. We feel this is an appropriate request based on the criteria below:

(a) In general, what is the topography, vegetation, and other natural features present on the property proposed to be annexed? Flat Farm Land with surrounded by single family homes.

(b) What is the existing land use(s) of the property proposed for annexation and those requested by the owners? Existing Open Field proposed to be single family with a potential church lot at the south side.

(c) What is the current and potential (if the property were developed) population and residential density of the proposed area? The intent would be to create buildable lots in the area of the annexation. With a approximate 5 acres church site, the remaining property would be approximately 37 lots base on conceptual ideas for the property.

(d) How will the proposed annexation comply with and achieve Lehi City's land use(s), goals and policies outlined in the Lehi City General Plan? The request is in line with the land use goals of this area. A residential use with a potential church lot is in line with the general plan for the area.

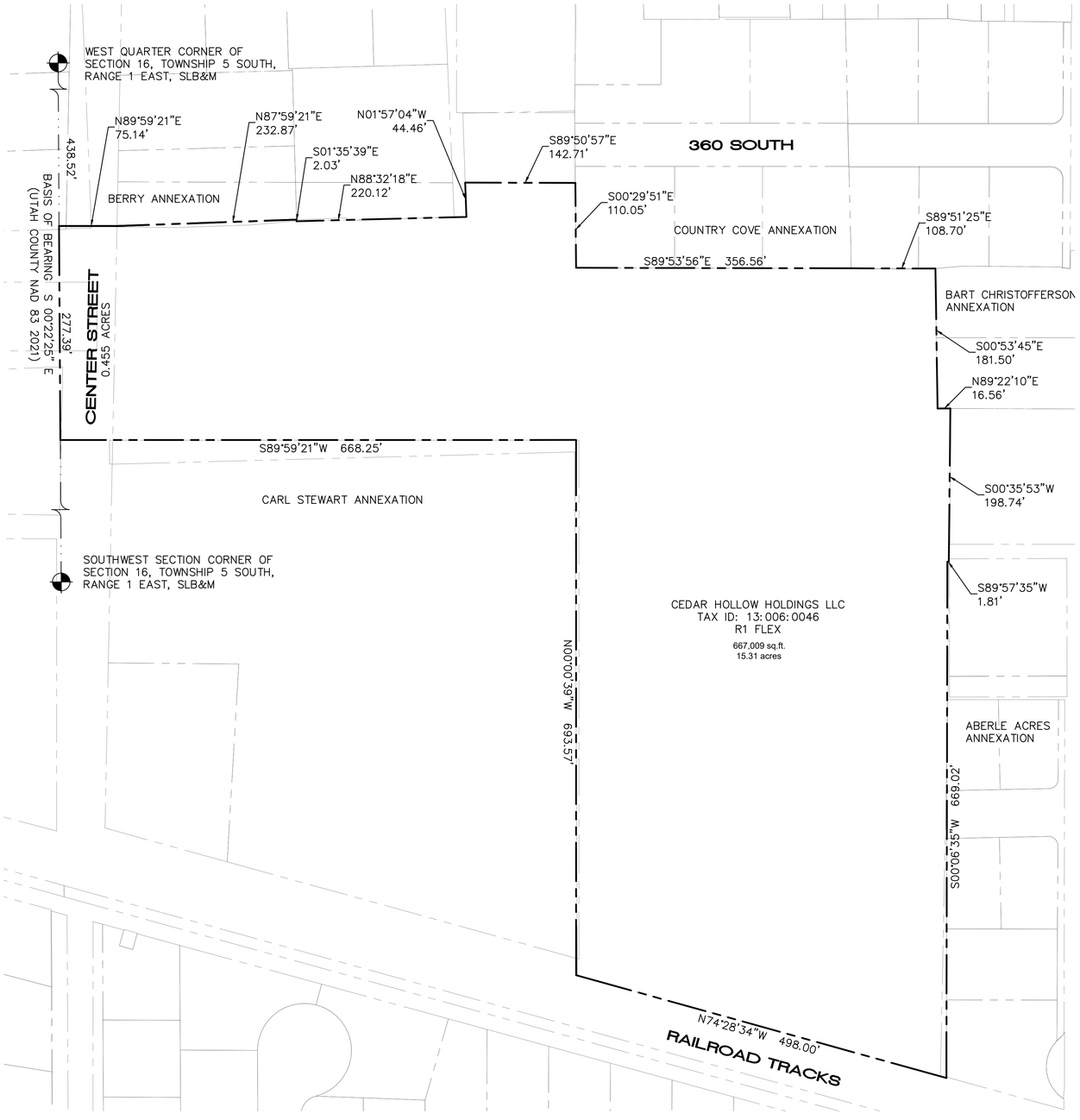
(e) What are the current and potential (if the property were developed) demands for City provided facilities and services to the area proposed for annexation, including culinary water, irrigation water, wastewater,transportation facilities, drainage, fire protection, solid waste, parks and recreation, and police protection? The utilities are currently located in the area and with future development happening, this would be helpful on connecting utilities and roadways between Center Street and 300 East. It would also help with the needed church site for the area.

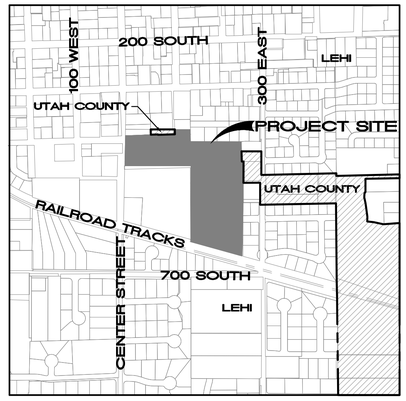
(f) Are the water rights necessary for annexation, found in Section 27-040 of the Lehi Development Code available for dedication to Lehi City upon annexation? There are currently water rights associated with this property that Lehi City has worked with the owner on a change application. The owner will purchase water for any remaining water rights requirement for the annexation.

Thank you for your consideration of this matter.

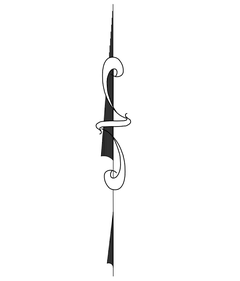
CEDAR HOLLOW HOLDINGS ANNEXATION

LOCATED IN THE SOUTHWEST QUARTER OF
SECTION 10, TOWNSHIP 5 SOUTH, RANGE 1 EAST,
SALT LAKE BASE AND MERIDIAN





VICINITY MAP



0 80 160 240

SCALE: 1" = 80'

LEGEND

- SECTION CORNER
- SECTION LINE
- ANNEXATION BOUNDARY
- EXISTING DEEDS

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 which is South 00°22'25" East 438.52 feet along the section line from the West Quarter Corner of Section 16, Township 5 South, Range 1 East, Salt Lake Base and Meridian: thence along Berry Annexation the following two courses 1) North 89°59'21" East 75.14 feet; 2) North 87°59'21" East 232.87 feet; thence South 01°35'39" East 2.03 feet; thence North 88°32'18" East 220.12 feet; thence North 01°57'04" West 44.46 feet; thence South 89°50'57" East 142.71 feet; thence along Country Cove Annexation the following two courses 1) South 00°29'51" East 110.05 feet; 2) South 89°53'56" East 356.56 feet; thence South 89°51'25" East 108.70 feet along Clay Peck Annexation; thence South 00°53'45" East 181.50 feet along Bart Christofferson Annexation and its extension thereof; thence North 89°22'10" East 16.56 feet; thence South 00°35'53" West 198.74 feet; thence along Aberle Acres Annexation the following two courses 1) South 89°57'35" West 1.81 feet; 2) South 00°06'35" West 669.02 feet; thence North 74°28'34" West 498.00 feet; thence along Carl Stewart Annexation the following two courses 1) North 00°00'39" West 693.57 feet; 2) South 89°59'21" West 668.25 feet; thence North 00°22'25" West 277.39 feet along the section line to the point of beginning.

Area: 15.31 acres

Basis of Bearing: the line between the West Quarter Corner and the Southwest Corner of Section 16, Township 5 South, Range 1 East, Salt Lake Base and Meridian which bears South 00°22'25" East (NAD 83 bearing, Utah County Plat dated 2021)

SURVEYOR

DATE

SURVEYOR'S SEAL

THIS PLAT HAS BEEN REVIEWED BY THE COUNTY SURVEYOR AND IS HEREBY CERTIFIED AS A FINAL LOCAL ENTITY PLAT, PURSUANT TO UTAH COUNTY ANN. 17-23-20 AS AMENDED

SURVEYOR

DATE

COUNTY SURVEYOR'S SEAL

ACCEPTANCE BY LEGISLATIVE BODY

THIS IS TO CERTIFY THAT WE, THE UNDERSIGNED LEHI CITY COUNCIL HAVE ADOPTED A RESOLUTION OF ITS INTENT TO ANNEX THE TRACT OF LAND SHOWN HEREIN AND SUBSEQUENTLY ADOPTED AN ORDINANCE ANNEXING SAID TRACT INTO LEHI CITY, UTAH AND THAT A COPY OF THE ORDINANCE HAS BEEN PREPARED FOR FILING HEREWITH ALL IN ACCORDANCE WITH UTAH CODE SECTION 10-2-418 AS REVISED AND THAT WE HAVE EXAMINED AND DO HEREBY APPROVE AND ACCEPT THE ANNEXATION OF THE TRACT AS SHOWN AS A PART OF SAID CITY AND THAT SAID TRACT OF LAND IS TO BE KNOWN HEREAFTER AS THE

CEDAR HOLLOW HOLDINGS ANNEXATION.

DATED THIS _____ DAY OF _____

RECORDER

RECORDER'S SEAL

ANNEXATION PLAT

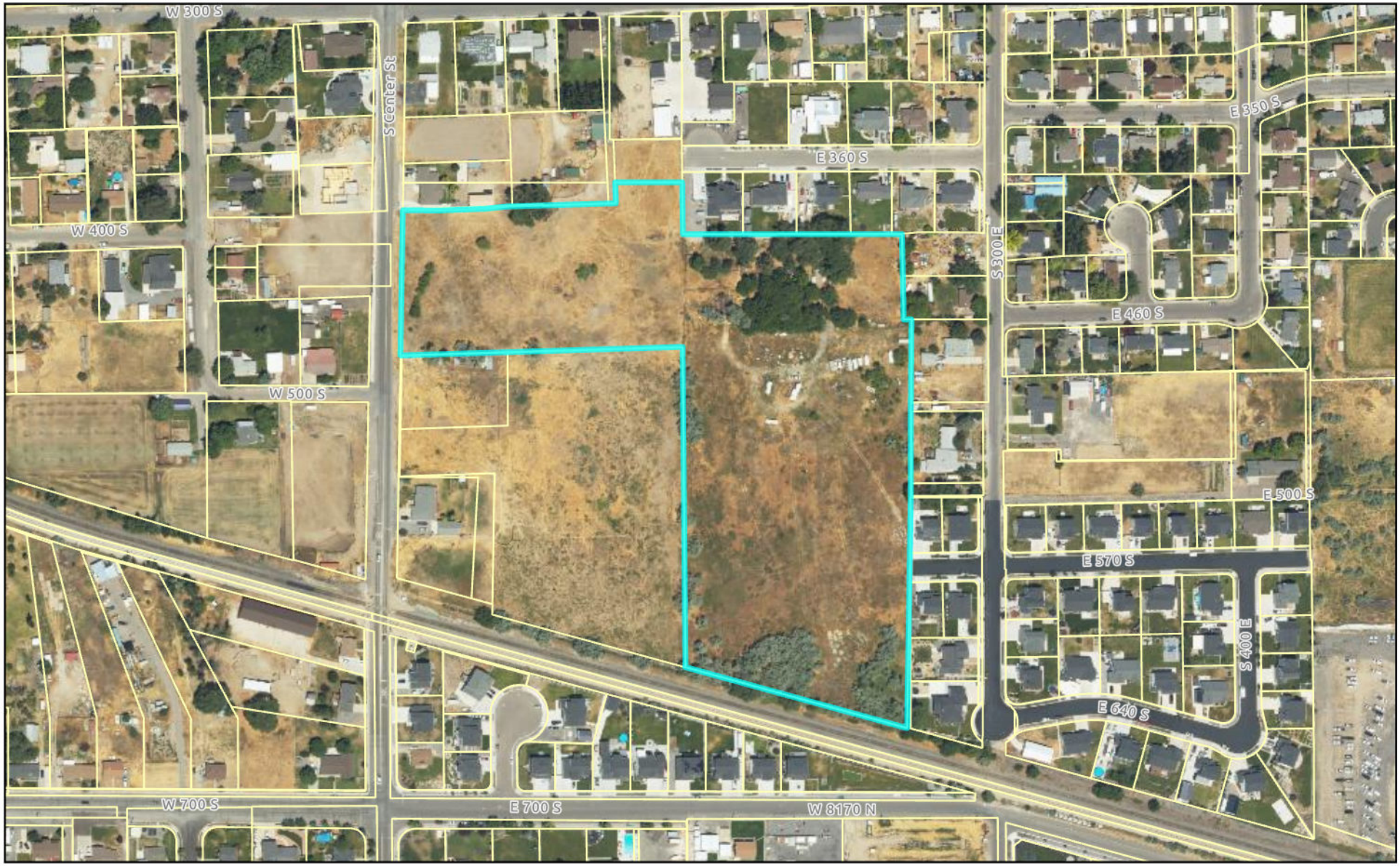
CEDAR HOLLOW HOLDINGS ANNEXATION

LEHI CITY, UTAH COUNTY, UTAH

SCALE 1" = 80 FEET

Cedar Hollow Holdings Annexation

Aerial

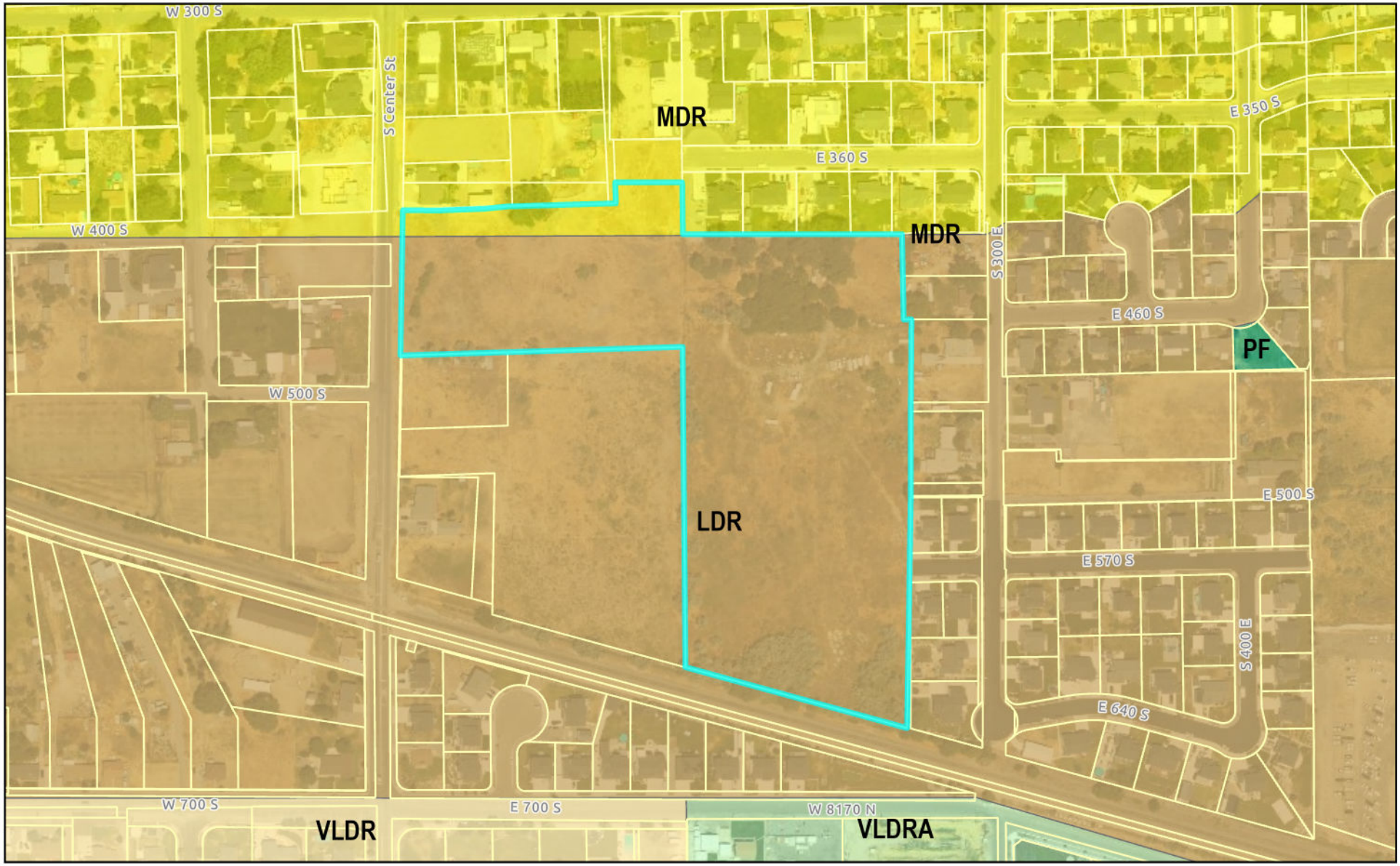


0 375 750 1,500 Feet

LEHI CITY

Cedar Hollow Holdings Annexation

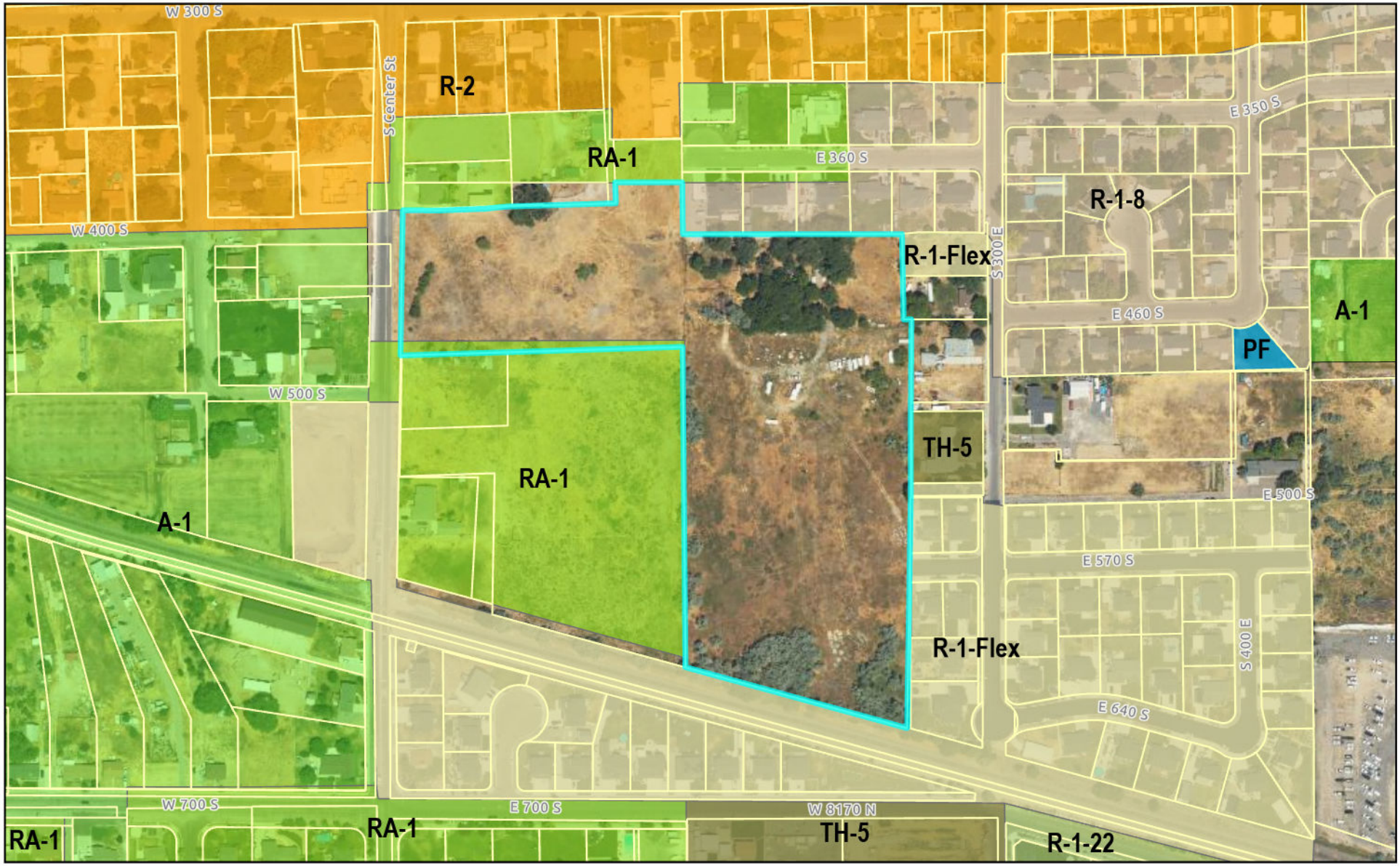
General Plan



LEHI CITY

Cedar Hollow Holdings Annexation

Zoning



0 375 750 1,500 Feet

LEHI CITY

LEHI CITY

RESOLUTION NO: 2026-32

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

WHEREAS, the owners desire to annex certain property located at approximately 400 South Center Street 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 Cedar Hollow Holdings 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 Cedar Hollow Holdings 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 28th day of April 2026.

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

CEDAR HOLLOW HOLDINGS 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-Flex** 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-Flex 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 1.58 acre feet per acre of culinary water and 2.11 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 which is South 00°22'25" East 438.52 feet along the section line from the West Quarter Corner of Section 16, Township 5 South, Range 1 East, Salt Lake Base and Meridian: thence along Berry Annexation the following two courses 1) North 89°59'21" East 75.14 feet; 2) North 87°59'21" East 232.87 feet; thence South 01°35'39" East 2.03 feet; thence North 88°32'18" East 220.12 feet; thence North 01°57'04" West 44.46 feet; thence South 89°50'57" East 142.71 feet; thence along Country Cove Annexation the following two courses 1) South 00°29'51" East 110.05 feet; 2) South 89°53'56" East 356.56 feet; thence South 89°51'25" East 108.70 feet along Clay Peck Annexation; thence South 00°53'45" East 181.50 feet along Bart Christofferson Annexation and its extension thereof; thence North 89°22'10" East 16.56 feet; thence South 00°35'53" West 198.74 feet; thence along Aberle Acres Annexation the following two courses 1) South 89°57'35" West 1.81 feet; 2) South 00°06'35" West 669.02 feet; thence North 74°28'34" West 498.00 feet; thence along Carl Stewart Annexation the following two courses 1) North 00°00'39" West 693.57 feet; 2) South 89°59'21" West 668.25 feet; thence North 00°22'25" West 277.39 feet along the section line to the point of beginning.

Area: 15.31 acres

Basis of Bearing: the line between the West Quarter Corner and the Southwest Corner of Section 16, Township 5 South, Range 1 East, Salt Lake Base and Meridian which bears South 00°22'25" East (NAD 83 bearing, Utah County Plat dated 2021)

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: 22-2026

AN ORDINANCE APPROVING THE CEDAR HOLLOW HOLDINGS ANNEXATION

WHEREAS, the Lehi City Council has adopted a resolution of intent to annex real property known as the Cedar Hollow Holdings, located at approximately 400 South Center Street 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 28th day of April 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 Cedar Hollow Holdings 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-Flex zoning designation to the territory depicted on the Annexation Plat which is being annexed to Lehi City by this ordinance, and further directs that the Official Zoning District Map of Lehi City be amended to show the area as part of Lehi City with the new zoning district designation.

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

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

Approved and adopted by the Lehi City Council this 28th day of April 2026.

ATTEST

_____	_____
PAUL BINNS, Mayor	Teisha Wilson, City Recorder

EXHIBIT “A”

Cedar Hollow Holdings Legal Description

ANNEXATION DESCRIPTION

Beginning at a point which is South 00°22'25" East 438.52 feet along the section line from the West Quarter Corner of Section 16, Township 5 South, Range 1 East, Salt Lake Base and Meridian: thence along Berry Annexation the following two courses 1) North 89°59'21" East 75.14 feet; 2) North 87°59'21" East 232.87 feet; thence South 01°35'39" East 2.03 feet; thence North 88°32'18" East 220.12 feet; thence North 01°57'04" West 44.46 feet; thence South 89°50'57" East 142.71 feet; thence along Country Cove Annexation the following two courses 1) South 00°29'51" East 110.05 feet; 2) South 89°53'56" East 356.56 feet; thence South 89°51'25" East 108.70 feet along Clay Peck Annexation; thence South 00°53'45" East 181.50 feet along Bart Christofferson Annexation and its extension thereof; thence North 89°22'10" East 16.56 feet; thence South 00°35'53" West 198.74 feet; thence along Aberle Acres Annexation the following two courses 1) South 89°57'35" West 1.81 feet; 2) South 00°06'35" West 669.02 feet; thence North 74°28'34" West 498.00 feet; thence along Carl Stewart Annexation the following two courses 1) North 00°00'39" West 693.57 feet; 2) South 89°59'21" West 668.25 feet; thence North 00°22'25" West 277.39 feet along the section line to the point of beginning.

Area: 15.31 acres

Basis of Bearing: the line between the West Quarter Corner and the Southwest Corner of Section 16, Township 5 South, Range 1 East, Salt Lake Base and Meridian which bears South 00°22'25" East (NAD 83 bearing, Utah County Plat dated 2021)

Agenda Item No: 3

City Council Agenda Item Report

Meeting Date: April 28, 2026
Submitted By: Katie Bussell
Submitting Department: Planning Division
Item Type: Ordinance
Agenda Section: Regular Agenda

Subject:
Slay Holdings Annexation located at 2300 West 300 South
a. Public Hearing
b. Consideration of Resolution #2026-33 approving an Annexation Agreement.
c. Consideration of Ordinance #23-2026 approving the Slay Holdings Annexation, with R-1-Fex (residential) zoning on 4 acres of property located at approximately 2300 West 300 South.

Summary:

Attachments:

Slay Holdings Annexation

Res 2026-33

Slay Holdings AnnexAgreement

Ord 23-2026

SLAY HOLDINGS ANNEXATION
CITY COUNCIL REPORT

Applicant	Slay Holdings, LLC		
Meeting Date	April 28, 2026		
Requested Action/Purpose	Approval of a proposed annexation		
Location	Approximately 2300 West 300 South		
Requested Zoning	R-1-Flex		
General Plan Land Use Designation	Low-Density Residential		
Acreage	4.00 acres		
Existing Land Use	Vacant		
Adjacent Zoning and Land Use	*North*	County island	Single-family residential
	South	County island	Utah Power and Light
	East	Planned Community	Single-family residential
	West	R-1-15	Single-family residential
Date of DRC Review	February 11, 2026		
Date of City Council Acceptance	March 10, 2026		
Date of Planning Commission Review	March 26, 2026		
Assigned Planner	Katie Bussell		

REQUIRED ACTION

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

REPORT ANALYSIS

The General Plan designates this property as Low-Density Residential (LDR). The applicant requests review of their proposal to annex 4.00 acres of property located at approximately 2300 West 300 South with proposed R-1-Flex zoning. The proposed annexation will resolve a portion of an existing county island. This area has a general plan land use designation with the intent that it would annex into Lehi at some point.

The DRC reviewed the proposed annexation and had no critical issue concerns. The DRC comments were informative 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 March 26, 2026. The minutes and motion from this meeting are as follows:

3.2) Public hearing and recommendation of Slay Holdings LLC's request for R-1-Flex (residential) zoning on the Slay Holdings Annexation, 4 acres of property located at approximately 2300 West 300 South.

Brittney Harris presented the item. It is consistent with the General Plan. There is open space in the middle of the property, as it is unbuildable due to overhead power lines.

The applicant, Shane Yates, was present. He had no additional comments.

Commissioner Su'a-Filo asked if the applicant had secured water rights. He does not have them yet; they will need to be put in later.

Commissioner Eyre opened and closed public comment.

Commissioner Jones asked engineering about the connecting roads along the southern side of the property. The road will go through the property and will end up directly in front of an existing drive.

Commissioner Su'a-Filo asked what the commission has done historically when water rights aren't in order. Kim Struthers explained that ordinances aren't recorded until water is turned in. There is typically a two year window after the ordinance is signed allotted to the applicant.

Motion: Commissioner Jones moved to give a positive recommendation to the Lehi City Council with the findings that it does conform to the goals and policies of the General Plan. He included all DRC comments. Commissioner Roberts seconded.

Vote: Commissioner Jones, yes. Commissioner Su'a-Filo, yes. Commissioner Eyre, yes. Commissioner Kunze, yes. Commissioner Roberts, yes.

Motion passed unanimously.

Slay Holdings Annexation
DRC Redline Comments

Trane- requests review of the Slay Holdings Annexation, 4 acres of property located at approximately 2300 West 300 South with R-1-Flex zoning. NEED ENVELOPES

DRC Members Present: Glade Kirkham, Garion Rowett, Ryan Allred, Shelbey Brewer, Kim Struthers, Gary Smith, Gary Ellis, James Farnsworth, Luke Seegmiller
Representatives of the Applicant Present: Tony Trane
Assigned Planner: Katie Bussell
Date of Plans Reviewed: 02/03/26
Time Start: 3:00 PM
Time End: 3:10 pm

DRC REPORT:

1. **Critical Issues:**

2. **Location of existing and proposed City facilities:**
    a. 2300 W for City facilities

3. **Zoning required or recommended**
    a. R-1-Flex meets General Plan Designation of LDR

4. **Distances to schools/parks/shopping**
    a. Willow Creek Junior High
    b. Snow Springs Elementary
    c. Lehi High

5. **Transportation**
    a. 2300 W is an arterial
    b. Current funding through MAG to complete widening of 2300 W
    c. Planned signal at 2300 W and Grey's Drive
    d. Grey's Drive will be require to connect to future Auburn Springs subdivision

DRC REDLINE COMMENTS:
Glade – Power: No comments.
Brad – Fiber: No comments.
Garion – Fire: No comments.
Ryan – Water/Sewer: No comments.
James – Parks:
A. Just a quick note-a future master planned trial will cross through this property.
Gary S. – Building/Inspections: No comments.
Shelbey – Public Works: No comments.
Gary E. – Engineering: No comments.
Luke – Traffic: No comments.
Kim – Planning:
1. Use standard plat template.
2. Clearly show existing Lehi City Boundaries. Usually a hatched line or something could help with that.
3. Indicate proposed zoning on the annexation plat.
4. General comments:
    a. A Mylar copy of the annexation plat is required prior to scheduling the annexation for final City Council approval.

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.

b. 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.
c. As a condition of recording the annexation plat, the applicant will need to provide water dedication per Chapter 27 of the Development Code. The rate for the R-1-Flex Zone is 1.58 acre feet per acre of culinary water and 2.11 acre feet per acre of irrigation water.

DRC GENERAL COMMENTS:

THIS ITEM WILL BE SCHEUDLED FOR CITY COUNCIL ON MARCH 10TH.
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.

Narrative

Lehi City
Attn: City Council and Staff

Subject: Slay Holdings LLC Annexation

The property owner of approximately 4.0 acres located at 300 South 2300 West desires to annex into Lehi City. This annexation is requesting to be annexed under the R1-Flex zoning. We feel this is an appropriate request based on the criteria below:

(a) In general, what is the topography, vegetation, and other natural features present on the property proposed to be annexed? Flat Farm Land with a power line corridor through the property.

(b) What is the existing land use(s) of the property proposed for annexation and those requested by the owners? Existing Open Field proposed to be single family with open space along the power corridor.

(c) What is the current and potential (if the property were developed) population and residential density of the proposed area? The intent would be to create buildable lots in the area of the annexation. With 4 acres, the maximum would be 14 lots however there is a power transmission line going through the property which would need to be worked around as part of the project

(d) How will the proposed annexation comply with and achieve Lehi City's land use(s), goals and policies outlined in the Lehi City General Plan? The request is in line with the land use goals of this area. A residential use with some open space and trail space is the general plan for the area.

(e) What are the current and potential (if the property were developed) demands for City provided facilities and services to the area proposed for annexation, including culinary water, irrigation water, wastewater,transportation facilities, drainage, fire protection, solid waste, parks and recreation, and police protection? The utilities are located in the area and with development happening to the west, this annexation would be helpful on connecting utilities and roadways.

(f) Are the water rights necessary for annexation, found in Section 27-040 of the Lehi Development Code available for dedication to Lehi City upon annexation? The owner is planning to purchase water for the water rights requirement with the city that are anticipated to be used with this annexation.

Thank you for your consideration of this matter.

SLAY HOLDINGS ANNEXATION

LOCATED IN THE WEST HALF OF SECTION 18, TOWNSHIP 5 SOUTH, RANGE 1 EAST AND THE EAST HALF OF SECTION 13, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN

LEGEND

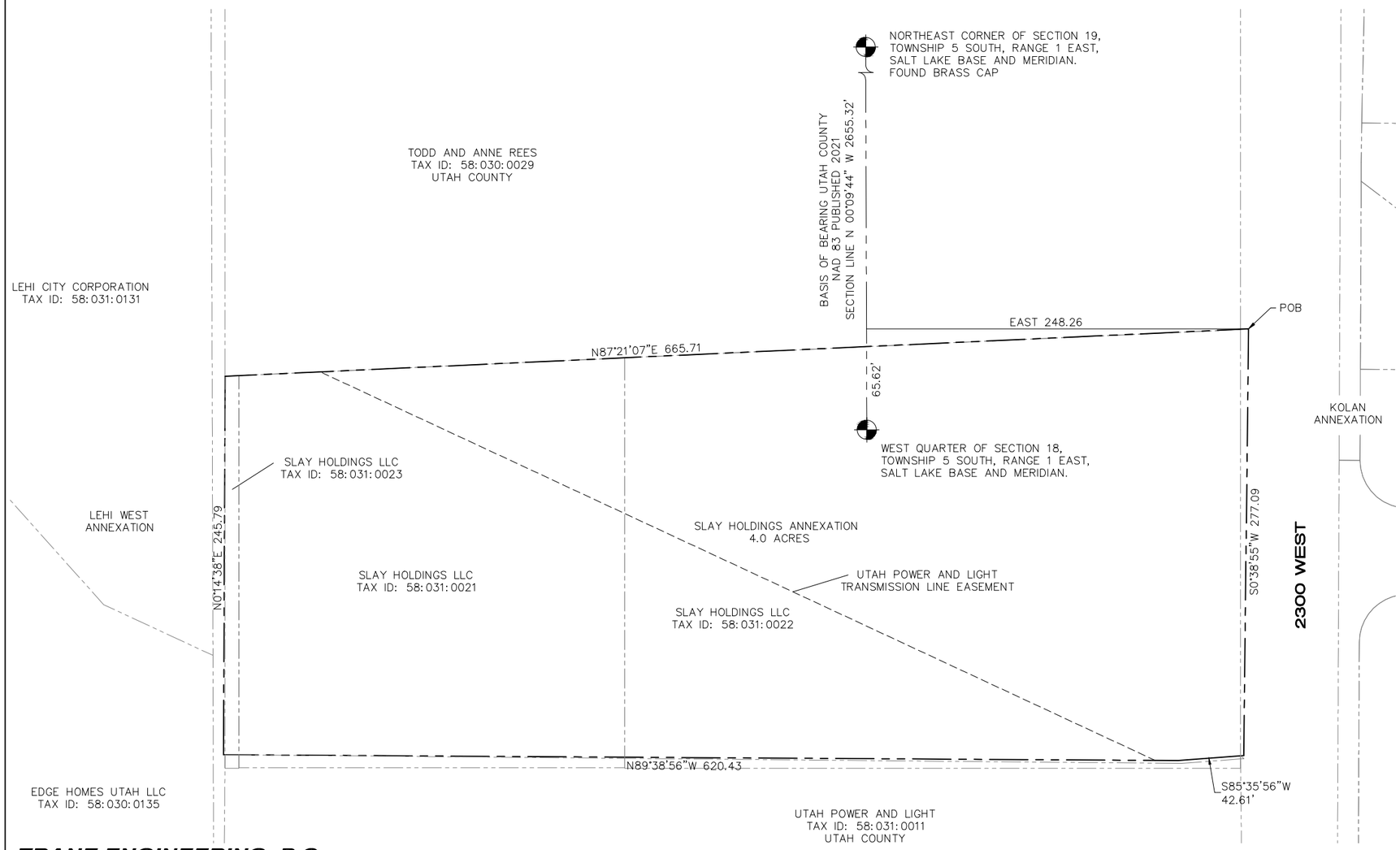
- SECTION CORNER
- SECTION LINE
- ANNEXATION BOUNDARY
- EXISTING PARCELS

0 60 120 180

SCALE: 1" = 60'



VICINITY MAP



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 Kolan Annexation which is North 00°09'44" West 65.62 feet along the section line and East 248.26 feet from West Quarter Corner of Section 18, Township 5 South, Range 1 East, Salt Lake Base and Meridian: thence South 00°38'55" West 277.09 feet along Kolan Annexation; thence along Warranty Deed 49956:1978 the following two courses 1) South 85°35'56" West 42.61 feet; 2) North 89°38'56" West 620.43 feet; thence North 00°14'38" East 245.79 feet along Lehi West Annexation; thence North 87°21'07" East 665.71 feet along General Warranty Deed Entry No. 58658:2025 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

SLAY HOLDINGS ANNEXATION

LEHI CITY, UTAH COUNTY, UTAH

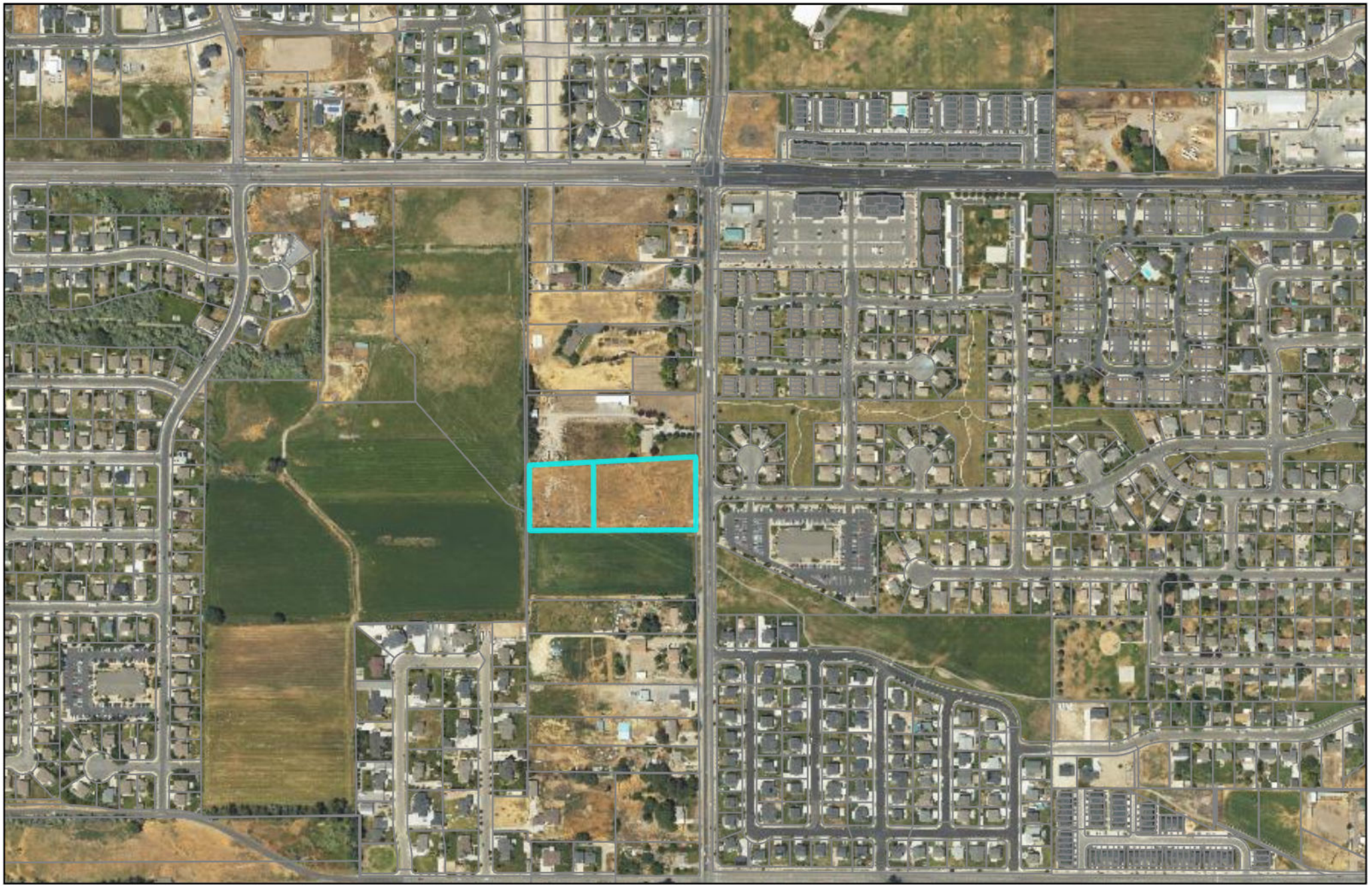
SCALE 1" = 40 FEET

RECORDING INFORMATION

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

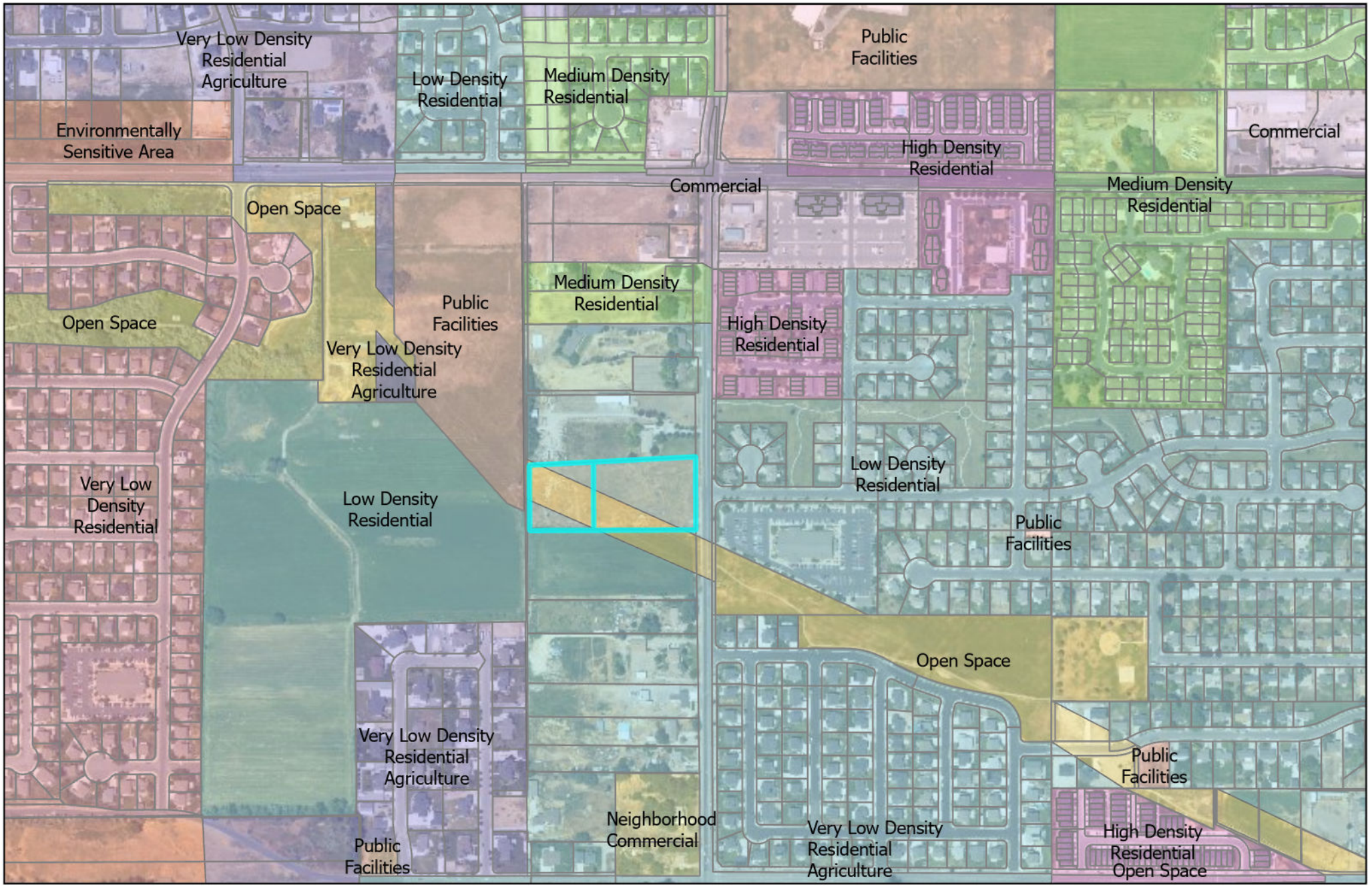
Slay Holdings Annexation

Aerial Map



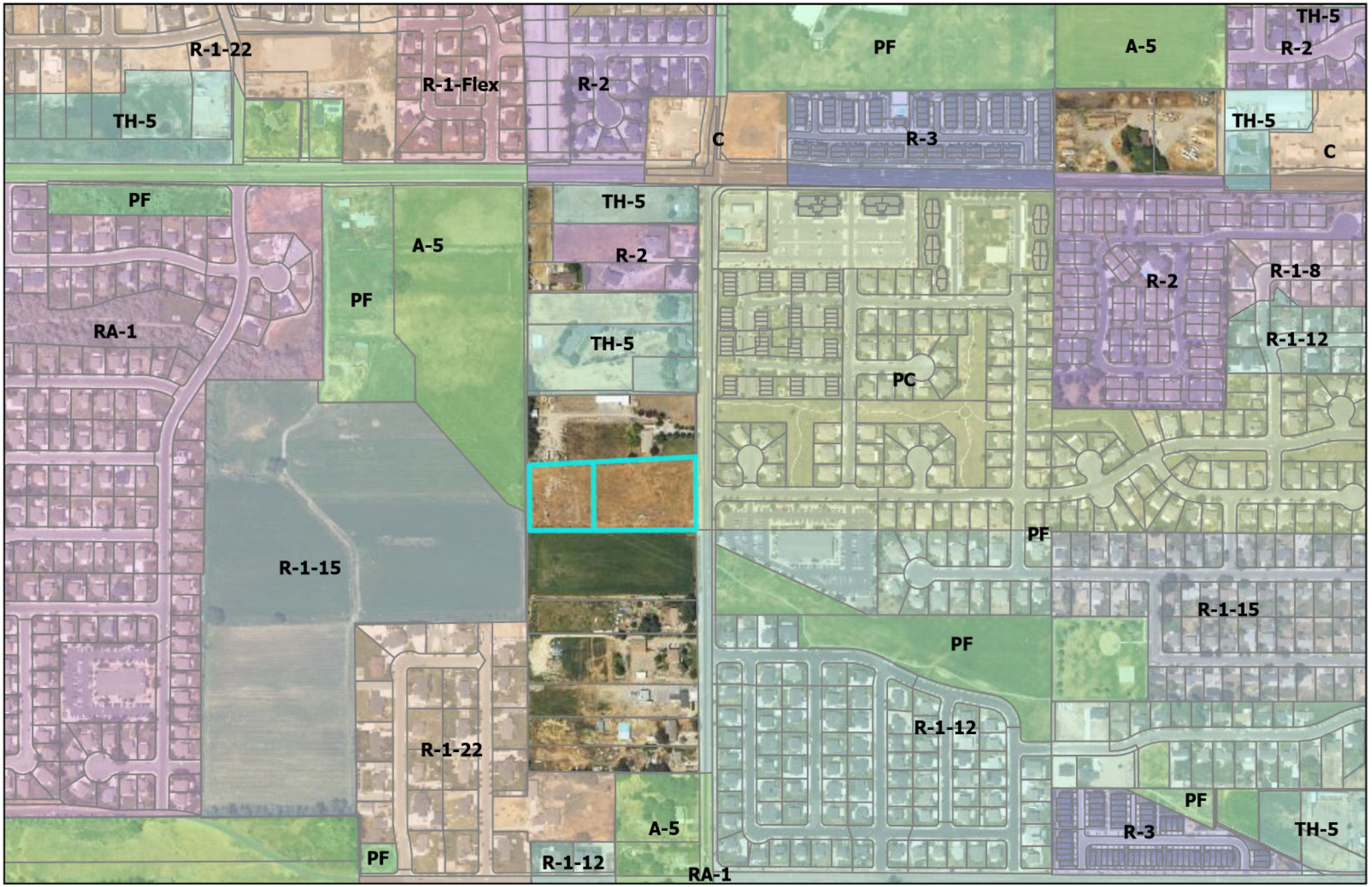
Slay Holdings Annexation

General Plan Map



Slay Holdings Annexation

Zoning



LEHI CITY

RESOLUTION NO: 2026-33

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

WHEREAS, the owners desire to annex certain property located at approximately 2300 West 300 South 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 Slay Holdings 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 Slay Holdings 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 28th day of April 2026.

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

EXHIBIT “A”

SLAY HOLDINGS 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-Flex** 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-Flex 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 1.58 acre feet per acre of culinary water and 2.11 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 Kolan Annexation which is North 00°09'44" West 65.62 feet along the section line and East 248.26 feet from West Quarter Corner of Section 18, Township 5 South, Range 1 East, Salt Lake Base and Meridian: thence South 00°38'55" West 277.09 feet along Kolan Annexation; thence along Warranty Deed 49956:1978 the following two courses 1) South 85°35'56" West 42.61 feet; 2) North 89°38'56" West 620.43 feet; thence North 00°14'38" East 245.79 feet along Lehi West Annexation; thence North 87°21'07" East 665.71 feet along General Warranty Deed Entry No. 58658:2025 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: 23-2026

AN ORDINANCE APPROVING THE SLAY HOLDINGS ANNEXATION

WHEREAS, the Lehi City Council has adopted a resolution of intent to annex real property known as the Slay Holdings, located at approximately 2300 West 300 South 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 28th day of April 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 Slay Holdings 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-Flex zoning designation to the territory depicted on the Annexation Plat which is being annexed to Lehi City by this ordinance, and further directs that the Official Zoning District Map of Lehi City be amended to show the area as part of Lehi City with the new zoning district designation.

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

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

Approved and adopted by the Lehi City Council this 28th day of April 2026.

ATTEST

_____	_____
PAUL BINNS, Mayor	Teisha Wilson, City Recorder

EXHIBIT “A”

Slay Holdings Legal Description

ANNEXATION DESCRIPTION

Beginning at a point on West line of Kolan Annexation which is North 00°09’44” West 65.62 feet along the section line and East 248.26 feet from West Quarter Corner of Section 18, Township 5 South, Range 1 East, Salt Lake Base and Meridian: thence South 00°38’55” West 277.09 feet along Kolan Annexation; thence along Warranty Deed 49956:1978 the following two courses 1) South 85°35’56” West 42.61 feet; 2) North 89°38’56” West 620.43 feet; thence North 00°14’38” East 245.79 feet along Lehi West Annexation; thence North 87°21’07” East 665.71 feet along General Warranty Deed Entry No. 58658:2025 to the point of beginning.

Agenda Item No: 4

City Council Agenda Item Report

Meeting Date: April 28, 2026
Submitted By: Teisha WIlson
Submitting Department:
Item Type: Ordinance
Agenda Section: Regular Agenda

Subject:
Consideration of Ordinance #21-2026 creating the Lehi City Small Business Advisory Council and approving and adopting an accompanying Guiding Principles Policy.

Summary:

Attachments:

Ord 21-2026

Small Business Advisory Council (Exhibit A)

LEHI CITY

ORDINANCE NO. 21-2026

AN ORDINANCE CREATING THE LEHI CITY SMALL BUSINESS ADVISORY COUNCIL AND APPROVING AND ADOPTING AN ACCOMPANYING GUIDING PRINCIPLES POLICY

WHEREAS, Lehi City continues to experience significant growth;

WHEREAS, the City Council recognizes that small businesses are a vital part of the community's economic health and character;

WHEREAS, in order to ensure that the perspective of small business owners are represented in the policy decisions that affect them, the City Council desires to create the Lehi City Small Business Advisory Council;

WHEREAS, on April 28th, 2026, the City Council held a duly noticed public meeting to ascertain the facts regarding this matter, which facts and comments are found in the meeting record; and,

WHEREAS, after considering the facts and comments presented to the City Council, the Council finds: (i) the Lehi City Small Business Advisory Council should be created and a guiding policy adopted; 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:

PART I:

A. The Lehi City Small Business Advisory Council is hereby created and a guiding principles policy approved and adopted as shown on the attached Exhibit "A".

PART II:

A. If a provision of this Ordinance No. 21-2026 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, Utah this 28th day of April, 2026.

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

Lehi City Small Business Advisory Council (SBAC) Guiding Principles Policy

As Lehi continues to experience significant growth, the City Council recognizes that small businesses are a vital part of the community's economic health and character. The SBAC is established to ensure small business perspectives are represented in the policy decisions that affect them.

Article I: Name

A. The name of the organization is the Lehi City Small Business Advisory Council, hereinafter referred to as the SBAC.

B. In all formal correspondence the SBAC shall be further identified as “Lehi City Small Business Advisory Council.”

C. This will be an Advisory Council with the ability to make recommendations to the city council with regards to business practices and ordinances within Lehi City that affect the business community. As an advisory council, all recommendations will be made to Lehi City Council and the council will take formal action if needed.

Article II: Mission and Purpose

A. Mission

The Small Business Advisory Council (SBAC), representing the diversity of the Lehi business community, provides an organized forum for small businesses to advise the Lehi City Council on policies that impact small business. The SBAC promotes a customer-centered business climate through well-informed, organized advocacy.

B. Purpose

1. Identify and review regulations, policies and issues that affect small business formation, growth and prosperity, such as:

    a. Input on city regulatory, land use and permitting issues to assist businesses with growth and expansion

    b. Input on financial, revenue and tax issues

    c. Business License program recommendations to streamline or standardize processes

2. Provide an organized voice communicating directly with the Lehi City Council on recommendations that impact small business.

3. Research and review best practices in the development of recommendations to the City Council on policies relevant to small business growth, expansion, and prosperity.

4. Work with City staffs to help educate small businesses about policies, issues, and resources.

5. Provide testimony to City Council in writing and/or through oral testimony.

6. The SBAC is an advisory council and can recommend policy changes to Mayor and City Council.

Article III: Membership

A. Composition

The SBAC is a partnership comprising private-sector members and representatives from various public entities. Public sector representatives shall have no ability to make recommendations but will help guide and be a resource to the SBAC.

1. Private Sector

a. SBAC membership should represent the various sizes and industries of Lehi-based businesses, provided the business employs no less than one and no more than 50 full-time employees (FTE). Mayor and City Council can approve businesses that are outside this parameter based on needs of the committee, leadership ability and value to the SBAC. Members must own a business that is registered and located within Lehi City limits. The members are not required to live within Lehi City. The business owner may appoint an employee designee from his staff to represent them on the SBAC.

b. The SBAC shall have at least 15 private sector members but no more than 21.

c. Members shall own a small business with at least one but less than 50 FTE, or represent coalitions of small businesses within the City of Lehi. For example, The Point of the Mountain Chamber of Commerce.

d. If a member's small business exceeds the 50 FTE at any time during their term, they are required to submit a letter of resignation to the Chairman. The Chairman will make a recommendation to the Lehi City Council on whether to accept or reject the resignation, with justification. The Mayor and City Council will have final acceptance or rejection of the resignation. The member will be notified in writing of the final decision by Mayor and Council.

e. Members will serve four-year terms with the option of seeking reappointment for two additional three-year terms for a total of ten years. With respect to the first SBAC, half the membership will be asked to return for two years only, with the goal of staggering future membership appointments. This will be determined by the Lehi City Mayor.

f. Members shall attend meetings and actively engage in discussion.

g. Members are expected to bring issues/concerns that affect small business forward to the SBAC.

h. Members are to help keep the broader business community informed of SBAC's work and to seek input and feedback.

i. Potential members will be required to notify city staff who will forward the members' information to the mayor for presentation and approval by the City Council. The Mayor and City Council may each submit applicant recommendations on behalf of a member.

2. Public Sector Council Liaison and City Staff

a. The goal of the SBAC is to foster a thriving small business atmosphere in Lehi, as well as thoughtful communication and understanding between the city government and private industry. The Lehi City Council Liaison will be appointed by the mayor and approved by city council and the Lehi City Staff will be on an as needed basis and are non-recommending participants whose role is to provide perspective and serve as a communication bridge. The SBAC is not reliant on public sector participants to make recommendations or conduct meetings.

b. The SBAC may include non-recommending members of the public sector, including representatives from the following agencies or departments:

1. Department of Economic Development

2. Department of Community Development

3. One liaison from council, with an additional council liaison member as an alternate. The City Council Liaison serves as the operational link between the council, city departments, and city leadership.

4. Other City Departments or other public entities, as deemed necessary based on the needs of the SBAC

a. City Liaison from council or their alternate will be responsible for but not limited to

1. coordinating with city departments to surface policy issues relevant to small business,

2. supporting the Chair in developing meeting agendas,

3. facilitating communication between the SBAC and city leadership,

4. helping committees access city data and staff expertise,

5. Ensuring SBAC recommendations are formally transmitted to the Mayor and City Council.

c. The public sector representatives shall serve as advisors and consultants to the private sector members and engage in discussion.

3. Other Interested Parties

Anyone interested in becoming a member of the SBAC can express their interest in writing to a SBAC member, city staff, mayor or city council liaison which will refer to the Chair for consideration and recommendation to the mayor and city council for approval.

B. Participation Standards

1. SBAC members are expected to attend at least 2/3 of all SBAC meetings.

2. Meetings will be held at least once every two months or monthly based on agenda items and the Chairs recommendation.

3. SBAC members are expected to present oral and/or written testimony to Council and in other public forums.

4. SBAC members are expected to participate in any formal report and recommendations to the City Council. Upon formal recommendations to the city council, the city council will have 90 days to respond to the SBAC through the City Liaison as to what action will be taken on the recommendations. Actions could include implementation through the appropriate city process, deferment until a later time or decline of the recommendation. Any declined recommendations from the city council will include rational for the decision.

5. All SBAC members shall complete a conflict-of-interest disclosure form upon appointment and annually thereafter. Members are expected to disclose any financial or business interest that may be affected by matters under consideration by the SBAC. Disclosures shall be made verbally at the time the matter is discussed and noted in the meeting minutes. Completed conflict of interest forms will be kept on file with the Lehi City Recorder.

Article IV: Officers

A. The SBAC Chair

1. The chair will automatically serve two years after being elected by the majority of the SBAC membership.

2. Convener of all SBAC meetings and events.

3. Spokesperson for the SBAC unless otherwise designated.

4. Sets the SBAC meeting agenda, with majority approval by the Executive Committee.

5. Liaison to the Mayor, City Council and City Staff.

6. The chair may require two vice chairs being appointed.

7. The Chair may have the vice chair replace them during meetings, presentations or for any other business.

B. The SBAC Vice-Chair(s)

1. Elected by the majority of the SBAC for a two-year term.

2. A member of the business community, not professionally holding elected office.

3. Acts in the absence or as a designee of the SBAC Chair.

4. The Vice-Chair may not have a designee or alternate replace them during meetings, presentations or for any other business.

C. Secretary

1. The secretary shall be appointed by the Chair and Vice Chair and must be a member of the SBAC standing committee.

2. The secretary will be responsible for attending all meetings or appointing an alternate in their absence.

3. The secretary is responsible for taking minutes either written or recorded. The minutes will be transcribed showing the following:

a. Meeting date, time, location and duration.

b. All recommendations or business items discussed.

c. If a recommendation is approved for submission to the city council the minutes will reflect all those who recommended it be approved.

d. Secretary is responsible for keeping all minutes and approved agendas and shall work with the city recorder or their representative for record retention and Utah Open Meeting Laws.

1. The SBAC is a public body and will follow the Utah Open and Public Meetings Act.

2. The secretary will be responsible for submitting the approved agenda to the City Recorder for publication on the State Public Notice Website. This will also include the meeting date, time, and location. This will be done no less than 7 calendar days before the SBAC meeting.

3. Upon approval of meeting minutes by the SBAC Executive Committee, the secretary will be responsible for filing the minutes with the City Recorder or their designee.

e. The secretary will be responsible for informing the chair and vice chair when members have missed more than 1/3 of the required meetings for appropriate action.

f. The secretary shall serve for a period of three years.

Article V: Committees

All Committees shall be established by the recommendation of the membership and be so established according to need.

A. Types of Committees

1. Standing committee

a. Standing Committee shall be ongoing established group that meets regularly.

b. Provides for organizational planning, workgroups, special assignments or Ad Hoc Committees to promote the mission of the SBAC.

c. Works with City Staff on potential solutions and recommendations.

d. Serves as a point of first contact for community members seeking to engage the SBAC.

e. Representatives shall include the SBAC Chair, Vice-Chair, secretary and membership, city council liaison and city staff.

2. Ad hoc committees

a. Established to meet short-term needs, specific issues, project or activities with the ability to dissolve as determined by the SBAC Executive Committee.

b. Established around specific issues, projects or activities as identified by SBAC members.

c. Staffed by a city staff from the relevant public agency/department as deemed appropriate by the city council liaison.

d. Composed of no less than 3 volunteers nominated by the SBAC executive committee.

e. Chair selected by SBAC ad hoc committee members.

f. Reports to SBAC on activities/proposals and must get majority approval on any proposals to proceed.

3. Executive Committee

a. Executive Committee shall be made up of Chair, Vice Chair, secretary, and one member at large appointed by the Chair.

b. Responsible for approving/modifying the SBAC meeting agenda, as proposed by the Chair.

c. Responsible for providing the forum for standing committee and ad hoc committee.

d. Responsible for resolving issues around ad hoc committee formation and responsibilities.

e. Responsible for developing communication strategy for SBAC including information about SBAC activities and successes as well as disseminating information to the broader business community about policies, issues and resources.

f. Responsible for providing a twice-yearly report to City Council and an annual presentation on SBAC activities consisting of a one-page status report that includes: accomplishments/recommendations, current items/recommendations under consideration, upcoming recommendations, and goals/priorities for the next year.

g. Reports to SBAC standing committee on activities/proposals and must get majority approval on any proposals to proceed.

h. Executive committee will be responsible to on-board and train new SBAC members. On-boarding includes understanding the guiding principles, purpose of the SBAC, overview of work accomplished, work in process and assignment of tasks or responsibilities.

Article VI: Meetings

A. Frequency

1. The SBAC shall meet at least once every two months based on agenda items and may meet more often as deemed appropriate by the Chair.

2. Additional meetings shall be called by the Executive Committee which shall provide for at least 14 days advance notice of such meetings to the SBAC membership.

3.Meeting process shall follow general parliamentary procedures (Article VIII) and as determined by the Executive Committee.

4. Recommendations will be received by the Chair, Vice-Chair, or any SBAC member. Recommendations must have at least three people in favor to move forward with reviewing the recommendation. The Chair will be responsible for overseeing the discussion on the recommendations.

5. Generally, all matters that are the responsibility of the ad hoc committee must be presented to the standing committee first. At the chair's discretion, any recommendation not following this procedure may be removed immediately and referred to the standing committee, although the SBAC members may override the chair with at least three members in favor and decide to take on the ad hoc committee's work if it so chooses.

6. The agenda shall be agreed upon as the first order of business. At the Chair's discretion, time-sensitive items may be raised under open discussion.

7. Meetings will be open to the public and will be required to keep minutes by an appointed secretary which will be made available to the city recorder as the keeper of records.

8. Non-SBAC members wanting to bring an issue before the SBAC must have the support of one SBAC member and be invited by the SBAC to present their issue with possible recommendations before the SBAC standing committee.

9. Decisions shall be made by at least 50% of the membership being present in agreement, except as otherwise noted to review a recommendation.

10. Meeting facilitation shall be conducted by the SBAC Chair, Vice-Chair, or Past-Chair.

11. A quorum shall consist of a majority of the appointed active private-sector members for the conduct of SBAC business. A majority consensus consists of more than 50% of the appointed active private sector members on the SBAC who are present at the meeting.

12. Each private sector SBAC member has one vote. No proxy votes are allowed.

13. Votes may not be conducted by fax and/or email.

14. The minutes shall be kept by the secretary of each SBAC meeting and approved by at least one of the three members of the Executive Committee prior to distribution, and shall note the members present, topics discussed and recommendations made per article IVD.

15. Meetings shall be held in person when possible, but also allow for virtual or hybrid meetings as deemed appropriate by the executive committee.

Article VII: Staff Liaison and Support

A. Lehi City staff will staff the standing committee and ad hoc committees with staff assistance as necessary, and from other public organizations, as needed.

B. The City Liaison will be a member from Lehi City Council and an alternate, appointed by the mayor

C. The City Council Liaison will be the conduit of information between the SBAC Chair and members as well as the public entities.

D. The City Council Liaison will respond to individual requests for information and coordinate with the public sector as necessary.

Article VIII: Ground Rules

A. The City of Lehi does not discriminate on the basis of race, religion, color, gender, marital status, familial status, national origin, age, mental or physical disability, sexual orientation, source of income or veteran status.

B. Members are free to speak openly and honestly.

C. Members will extend to each other all the professional courtesies normally expected of one another, regardless of whether or not people are in agreement.

D. The rules for introducing a recommendation, including those to go before Council, require formal action by private sector SBAC members. All recommendations up for discussion and approval must be approved by at least 50% of the members present. Discussion of recommendations shall continue until enough members have either approved or denied the recommendation.

E. The SBAC notes are a matter of public record and will be made available to anyone who requests them through the Lehi City Recorders Office.

F. Any member of the SBAC may be removed by the SBAC Chair or Mayor with the consent of the City Council for failure to meet attendance requirements, misconduct, or inability to serve. The member shall be provided with notice and an opportunity to respond

G. The SBAC is an advisory body only and shall not exercise policy-making authority. The City Council retains the authority to modify or dissolve the SBAC at its discretion.

H. Lehi City Council will review the effectiveness of the SBAC every 5 years to determine if the committee is still meeting the goals as set forth in the guiding policy.

Article IX: Amendments

A. These Guidelines may be amended, repealed or altered in whole or part by a majority of the SBAC recommending changes to the Lehi City Council or the Lehi City Mayor with approval from City Council at a regularly scheduled public meeting. Lehi City Council is the only entity that has the authority to amend, alter or repeal the SBAC Guiding Principles Policy.

Agenda Item No: 5

City Council Agenda Item Report

Meeting Date: April 28, 2026
Submitted By: Teisha WIlson
Submitting Department:
Item Type: Discussion
Agenda Section: Regular Agenda

Subject:
Boards and Committees Update and Discussion

Summary:

Attachments: