



Lehi City Council Meeting Agenda January 24, 2023

5:30 PM - Lehi City Council Chambers (153 N. 100 E., Lehi, Utah)

Pre-Council, 5:30 p.m.

1. Welcome and Opening Comment
2. Select a Mayor Pro Tempore
3. Presentations and Reports
 - 3.1. Presentation and Update from Texas Instruments
 - 3.2. Presentation and Discussion of the John Haws Presidential Campaign Collection
 - 3.3. Presentation of the Audit Report- Finance Department
 - 3.4. Environmental Sustainability Committee Update and Report- Todd Munger
4. Agenda Questions
The Mayor and City Council discuss and ask questions on items on the Regular Session agenda.
5. Administrative Report
6. Mayor and Council Reports
Calendar items and outside Committee reports

Regular Session, 7:00 p.m.

1. Welcome, Roll Call, Pledge of Allegiance
2. 20 Minute 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.)
3. Consent Agenda
 - 3.1. Approve Minutes from the January 10, 2023 City Council Meeting

[011023CC.pdf](#)

3.2. Approve Purchase Orders

[PO Index.pdf](#)

[PO #7399.pdf](#)

3.3. Approve Ordinance #08-2023 re-approving the Salomon Annexation

[Ord 08-2023.docx](#)

[salomon20230111_104426.pdf](#)

3.4. Approve amendments to the Planning Commission By-Laws

[BY-LAWS2023.docx](#)

3.5. Approve Surplus Items

[Diesel pump surplus letter.docx](#)

Regular Agenda

4. Consideration of Resolution #2023-06 approving an agreement with Holbrook Town Investment and The Townhomes at Holbrook Farms Homeowners Association for maintenance of a dog park.

Petitioner: Lehi City

[Res 2023-06.docx](#)

[Dog Park Agreement.pdf](#)

5. Consideration of Ordinance #09-2023 amending Title 3 Chapter 2, Planning Commission, of the Lehi City Municipal Code.

Petitioner: Lehi City

[Ord 09-2023.docx](#)

[Exhibit to Chapter 3 Amendment \(Planning Commission\).docx](#)

6. Consideration of Ordinance #10-2023 adopting the Alpine Highway Economic Development Project Area Plan as approved by the Redevelopment Agency of Lehi City as the official Economic Development Project Area Plan for the Project Area, and directing that notice of the adoption be given as required by statute.

Petitioner: Lehi City

[Ord 10-2023.docx](#)

[Apline Highway EDA Extension Plan Draft .docx](#)

7. Consideration of Resolution #2023-07 approving an Interlocal Agreement between the Lehi City Redevelopment Agency and Lehi City regarding the Alpine Highway Economic Development Project Area.

Petitioner: Lehi City

[Res 2023-07.docx](#)

[Interlocal Agreement with Lehi and RDA Alpine Highway EDA Marlin.doc](#)

8. Adjournment

- Public is invited to attend all City Council Meetings
- In compliance with the Americans with Disabilities Act, persons in need of special accommodations should contact the City Recorder at 385-201-2269
- This agenda has been properly posted and a copy provided to the local news media.

City Council Agenda Item Report

Meeting Date: January 24, 2023

Submitted By: Teisha Wilson

Submitting Department:

Item Type: Presentation

Agenda Section: Presentations and Reports

Subject:

Presentation and Update from Texas Instruments

Suggested Action:

Attachments:

City Council Agenda Item Report

Meeting Date: January 24, 2023

Submitted By: Teisha Wilson

Submitting Department:

Item Type: Discussion

Agenda Section: Presentations and Reports

Subject:

Presentation and Discussion of the John Haws Presidential Campaign Collection

Suggested Action:

Attachments:

City Council Agenda Item Report

Meeting Date: January 24, 2023

Submitted By: Teisha Wilson

Submitting Department:

Item Type: Presentation

Agenda Section: Presentations and Reports

Subject:

Presentation of the Audit Report- Finance Department

Suggested Action:

Attachments:

City Council Agenda Item Report

Meeting Date: January 24, 2023

Submitted By: Teisha Wilson

Submitting Department:

Item Type: Discussion

Agenda Section: Presentations and Reports

Subject:

Environmental Sustainability Committee Update and Report- Todd Munger

Suggested Action:

Attachments:

City Council Agenda Item Report

Meeting Date: January 24, 2023

Submitted By: Teisha Wilson

Submitting Department:

Item Type: Action Item

Agenda Section: Consent Agenda

Subject:

Approve Minutes from the January 10, 2023 City Council Meeting

Suggested Action:

Attachments:

[011023CC.pdf](#)



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

Minutes of the **Pre Council and Regular Session** of the **Lehi City Council** held Tuesday, **January 10, 2023**, at Lehi City in the Council Chamber, 153 N 100 E. Lehi, UT.

Members Present: Mark Johnson, Mayor
Paige Albrecht, Council Member
Chris Condie, Council Member
Paul Hancock, Council Member
Katie Koivisto, Council Member
Mike Southwick, Council Member

Others Present: Jason Walker, City Administrator; Ryan Wood, City Attorney; Lorin Powell, City Engineer; Kim Struthers, Planning Director; Dean Lundell, Finance Director; Chief Jeremy Craft, Fire Department; Sierra Pierson, Management Analyst; and Teisha Wilson, City Recorder.

Pre Council, 5:30 p.m.

1. Welcome and Opening Comment

Mayor Johnson welcomed everyone and noted that all Councilmembers were present, except for Council Condie who will virtually attend the meeting in progress. Councilor Koivisto attended virtually. Councilor Albrecht gave the opening comment.

2. Select a Mayor Pro Tempore

This item was removed from the Agenda and will be heard at a future meeting.

3. Presentations and Reports

3.1 Fiber Network Update

Shaye Ruitenbeek and Carl Sundstrom, with the Fiber Department, updated the Council on the project.

Councilor Condie joined the meeting at 5:50 p.m.

3.2 Discussion of the structure of the Planning Commission

The Planning Department drafted an Ordinance that considers the restructure of the Planning Commission from 9 members to 7 member, but still maintain the alternate positions. Mr. Struthers stated that this is how many other communities structure their commission and suggested the this could help with efficiency. Mayor Johnson suggested that the Commission be required to take an Oath of Office. There was discussion about the suggestion to allow the Mayor to dismiss members of the Commission without cause. There were concerns with granting that authority to only the Mayor. It was suggested that removal would be subject to the advise and consent of the Council.

Mayors Johnson asked for feedback from members of the Planning Commission that were present.

Commissioner Greg Jackson stated that he would have no issue with taking an Oath of Office, and was neutral on the Mayor's authority to remove members without cause.

Commissioner Brent Everett stated that he supported taking on Oath of Office and anything that allows the Commission to work more efficiently without sacrificing due process.

Commissioner Heather Newall stated that she was supportive of the Oath of Office and dismissal without cause.

The proposed Ordinance will be on the Council agenda for consideration of approval at the next meeting.

4. Agenda Questions

None.

5. Administrative Report

None.

6. Mayor and Council Reports

The Mayor and Council reported on their assigned committees.

7. Consideration of Adjourning into a Closed Session to discuss the character, professional competence, or physical or mental health of an individual.

Motion: Councilor Hancock moved to adjourn into a closed session to discuss the character, professional competence, or physical or mental health of an individual. Councilor Southwick seconded the motion.

Roll Call Vote: Councilor Albrecht, Yes; Councilor Condie, Yes; Councilor Hancock, Yes. Councilor Koivisto, Yes; and Councilor Southwick, Yes. The motion passed unanimously.

The meeting adjourned into a closed session at approximately 6:30 p.m.

The meeting resumed at approximately 7:00 p.m.

Councilor Condie was excused and left the meeting.

Regular Session, 7:00 p.m.

1. Welcome, Roll Call, Pledge of Allegiance

Mayor Johnson welcomed everyone and noted that all Councilmembers were present, except for Council Condie. Councilor Koivisto joined virtually. Councilor Hancock led the Pledge of Allegiance.

2. Presentations and Reports

2.1 Miss Utah Recognition

Mayor Johnson and the Council thanked Lindsey Larsen for her support of Lehi during her reign as Miss Utah.

3. 20 Minute Citizen Input

None.

4. Consent Agenda

3.1) Approve Minutes from the December 13, 2022 City Council meeting.

Motion: Councilor Southwick moved to approve the consent agenda items. Councilor Albrecht seconded the motion.

Roll Call Vote: Councilor Albrecht, Yes; Councilor Condie, Absent; Councilor Hancock, Yes; Councilor Koivisto, Yes; and Councilor Southwick, Yes. The motion passed with 4 in favor and 1 absent.

5. Fee Schedule Amendment

a. Public Hearing

Dean Lundell, Finance Director, stated that due to losses in the power fund, it was necessary to implement the power adjustment clause in the rate structure. The loss is due to market volatility. They also plan to pull from the reserve fund to help cover the cost.

Mayor Johnson opened the public hearing.

Michelle Stallings was opposed to the increase.

Mayor Johnson closed the public hearing.

b. Consideration of Resolution #2023-01 amending the Lehi City Consolidated Fee Schedule for Power Rates.

Motion: Councilor Hancock moved to approve Resolution #2023-01 amending the Lehi City Consolidated Fee Schedule for Power Rates. Councilor Southwick seconded the motion.

Roll Call Vote: Councilor Albrecht, Yes; Councilor Condie, Absent; Councilor Hancock, Yes; Councilor Koivisto, Yes; and Councilor Southwick, Yes. The motion passed with 4 in favor and 1 absent.

6. Consideration of Ordinance #01-2023 approval of the Lehi Frontrunner Station Area Plan, 11-acres located at approximately 2800 West Executive Pkwy in a Resort Community zone.

Jordan Swain with UTA was presenting the application. He stated that this is not an entitlement plan. It's a vision that will allow UTA and others to work together for a cohesive development. This is just the first step that kicks off the process. Many more details need to

be addressed as they move through the project. There was discussion about the parking stall requirements. Planning Commission suggested that that number be doubled.

Motion: Councilor Albrecht moved to approve Ordinance #01-2023 approval of the Lehi Frontrunner Station Area Plan, 11-acres located at approximately 2800 West Executive Pkwy in a Resort Community zone; include staff and DRC redline comments but removing the Planning Commission recommendation on the number of stalls, so maintain the original proposal of 300 parking stalls with justification. Councilor Hancock seconded the motion.

Roll Call Vote: Councilor Albrecht, Yes; Councilor Condie, Absent; Councilor Hancock, Yes; Councilor Koivisto, Yes; and Councilor Southwick, Yes. The motion passed with 4 in favor and 1 absent.

7. Consideration of Resolution #2023-05 approving a Development Agreement for the Smart Cookies Academy daycare use at 1910 West 900 North.

Mr. Struthers stated that this agreement allows for the day care and equestrian use, instead of changing the land use designation. Matthew Jorgenson was representing the applicant.

Motion: Councilor Southwick moved to approve Resolution #2023-05 approving a Development Agreement for the Smart Cookies Academy daycare use at 1910 West 900 North. Councilor Albrecht seconded the motion.

Roll Call Vote: Councilor Albrecht, Yes; Councilor Condie, Absent; Councilor Hancock, Yes; Councilor Koivisto, Yes; and Councilor Southwick, Yes. The motion passed with 4 in favor and 1 absent.

8. Consideration of Ordinance #02-2023 approval of the Smart Cookies Academy General Plan Amendment, changing the designation from VLDRA (very low-density residential agriculture) to NC (neighborhood commercial) on 2-acres located at 1910 West 900 North. (Tabled at December 13, 2022 City Council meeting)

Motion: Councilor Hancock moved to un-table and deny this item. Councilor Southwick seconded the motion.

Roll Call Vote: Councilor Albrecht, Yes; Councilor Condie, Absent; Councilor Hancock, Yes; Councilor Koivisto, Yes; and Councilor Southwick, Yes. The motion passed with 4 in favor and 1 absent.

9. Consideration of Final subdivision approval for the River Point Phase 2 including 53 single family lots and 20 townhome units located at approximately 1200 North and 3600 West with R-2 zoning.

Brandon Watts was representing the applicant.

Motion: Councilor Southwick moved to Final subdivision approval for the River Point Phase 2 including 53 single family lots and 20 townhome units located at approximately 1200 North and 3600 West with R-2 zoning; including all Development Review Committee and Planning Commission comments. Councilor Albrecht seconded the motion.

Roll Call Vote: Councilor Albrecht, Yes; Councilor Condie, Absent; Councilor Hancock, Yes; Councilor Koivisto, Yes; and Councilor Southwick, Yes. The motion passed with 4 in favor and 1 absent.

10. Consideration of Preliminary subdivision approval for the Fox Canyon Townhomes Plats J1 and L1 including 143 townhome units located at approximately 5300 North Fox Canyon Road with HDR1 and HDR2 Land Use Designations in the Traverse Mountain Planned Community.

This item was moved to the end of the agenda.

11. Consideration of Preliminary subdivision approval for the Fox Canyon Plats A1 and I1 including 41 single family lots located at approximately 5400 North Fox Canyon Road with the Flex Land Use Designations in the Traverse Mountain Planned Community.

This item was moved to the end of the agenda.

12. Consideration of Resolution #2023-03 a Resolution of Intent to Annex the Lamb Property of 5.601-acres located at approximately 1900 South Center Street with R-1-22 zoning.

Motion: Councilor Albrecht moved to approve Resolution #2023-03 a Resolution of Intent to Annex the Lamb Property of 5.601-acres located at approximately 1900 South Center Street with R-1-22 zoning; including all Development Review Committee and Planning Commission comments. Councilor Southwick seconded the motion.

Roll Call Vote: Councilor Albrecht, Yes; Councilor Condie, Absent; Councilor Hancock, Yes; Councilor Koivisto, Yes; and Councilor Southwick, Yes. The motion passed with 4 in favor and 1 absent.

Councilor Koivisto was excused and left the meeting.

13. Consideration of Ordinance #03-2023 a Development Code Amendment to various chapters (5, 12, 26) of the Development Code updating requirements for Portable Storage Containers.

Mr. Struthers stated that they are trying to be less regulatory with storage containers.

Motion: Councilor Southwick moved to approve Ordinance #03-2023 a Development Code Amendment to various chapters (5, 12, 26) of the Development Code updating requirements for Portable Storage Containers; including all Development Review Committee and Planning Commission comments. Councilor Albrecht seconded the motion.

Roll Call Vote: Councilor Albrecht, Yes; Councilor Condie, Absent; Councilor Hancock, Yes; Councilor Koivisto, Absent; and Councilor Southwick, Yes. The motion passed with 3 in favor and 2 absent.

14. Consideration of Ordinance #04-2023 a Development Code Amendment to Chapter 37 and Table 37.070 adding dog parks as an option to fulfill the multi-family amenity requirement.

Mr. Struthers stated that this formalizes that dog parks can be recognized as an amenity to meet requirements.

Motion: Councilor Hancock moved to approve Ordinance #04-2023 a Development Code Amendment to Chapter 37 and Table 37.070 adding dog parks as an option to fulfill the multi-family amenity requirement; including all Development Review Committee and Planning Commission comments. Councilor Southwick seconded the motion.

Roll Call Vote: Councilor Albrecht, Yes; Councilor Condie, Absent; Councilor Hancock, Yes; Councilor Koivisto, Absent; and Councilor Southwick, Yes. The motion passed with 3 in favor and 2 absent.

15. Consideration of Ordinance #05-2023 a Development Code Amendment to Chapter 11 adding requirements for a final plat with no improvements.

Mr. Struthers stated that this will expedite to process for applicants that have a plat amendment with no needed improvements.

Motion: Councilor Southwick moved to approve Ordinance #05-2023 a Development Code Amendment to Chapter 11 adding requirements for a final plat with no improvements; including all Development Review Committee and Planning Commission comments. Councilor Hancock seconded the motion.

Roll Call Vote: Councilor Albrecht, Yes; Councilor Condie, Absent; Councilor Hancock, Yes; Councilor Koivisto, Absent; and Councilor Southwick, Yes. The motion passed with 3 in favor and 2 absent.

16. Consideration of Ordinance #06-2023 approving revisions to the Moderate-Income Element of the General Plan Goals, Strategies, and Timeline.

Mr. Struthers reported that the State requested these changes to the plan.

Motion: Councilor Hancock moved to approve Ordinance #06-2023 approving revisions to the Moderate-Income Element of the General Plan Goals, Strategies, and Timeline. Councilor Albrecht seconded the motion.

Roll Call Vote: Councilor Albrecht, Yes; Councilor Condie, Absent; Councilor Hancock, Yes; Councilor Koivisto, Absent; and Councilor Southwick, Yes. The motion passed with 3 in favor and 2 absent.

286
287
288 **17. Consideration of Ordinance #07-2023 approval of an amendment to the Lehi Bike and**
289 **Pedestrian Master Plan to add regional bike facilities to the bike map.**

290 Mr. Struthers stated that this is a minor update to meet eligibility requirements for grants. A
291 more comprehensive update will be presented in May or June.
292

293 **Motion:** Councilor Southwick moved to approve Ordinance #07-2023 approval of an
294 amendment to the Lehi Bike and Pedestrian Master Plan to add regional bike
295 facilities to the bike map; including all Development Review Committee and
296 Planning Commission comments. Councilor Hancock seconded the motion.
297

298 **Roll Call Vote:** Councilor Albrecht, Yes; Councilor Condie, Absent; Councilor Hancock,
299 Yes; Councilor Koivisto, Absent; and Councilor Southwick, Yes. The motion passed with 3 in
300 favor and 2 absent.
301

302 **18. Consideration of Resolution #2023-02 appointing two representatives to serve on the**
303 **Taxing Entity Committee for all Redevelopment and Economic Development Project**
304 **Areas in Lehi City.**
305

306 **Motion:** Councilor Albrecht moved to approve Resolution #2023-02 appointing two
307 representatives to serve on the Taxing Entity Committee for all Redevelopment and
308 Economic Development Project Areas in Lehi City. Councilor Southwick seconded
309 the motion.
310

311 **Roll Call Vote:** Councilor Albrecht, Yes; Councilor Condie, Absent; Councilor Hancock,
312 Yes; Councilor Koivisto, Absent; and Councilor Southwick, Yes. The motion passed with 3 in
313 favor and 2 absent.
314
315

316 **19. Consideration of Resolution #2023-04 appointing a Commissioner to the Lehi Planning**
317 **Commission.**
318

319 **Motion:** Councilor Southwick moved to approve Resolution #2023-04 appointing a
320 Commissioner to the Lehi Planning Commission; including all Development
321 Review Committee and Planning Commission comments. Councilor Hancock
322 seconded the motion.
323

324 **Roll Call Vote:** Councilor Albrecht, Yes; Councilor Condie, Absent; Councilor Hancock,
325 Yes; Councilor Koivisto, Absent; and Councilor Southwick, Yes. The motion passed with 3 in
326 favor and 2 absent.
327
328

329 **10. Consideration of Preliminary subdivision approval for the Fox Canyon Townhomes Plats**
330 **J1 and L1 including 143 townhome units located at approximately 5300 North Fox**
331 **Canyon Road with HDR1 and HDR2 Land Use Designations in the Traverse Mountain**
332 **Planned Community.**

333 Items 10 and 11 were heard together.

334 Mayor Johnson asked for public comments on items 10 and 11.

336
337 Rob Ludlow stated that this area is complicated with connectivity issues. He said that the city
338 has already granted multiple connectivity exceptions which has compounded the issue. He
339 suggested that the developer present a better plan that provides traffic circulation and reduces
340 density.

341
342 Rich Kindred stated that he has those same concerns and believes this does not align with the
343 city's plan. He expressed concern with traffic.

344
345 Shannon Parker expressed concerns with traffic and safety if this were approved.

346
347 A neighboring resident asked that the Council deny this and require the developer to provide
348 better connectivity.

349
350 Dan Reeves with Perry Homes was representing the applicant and answered the Council's
351 questions.

352
353 The Council discussed requiring an updated traffic study due to changes with the original area
354 plan and road connections or reconfigurations.

355
356 **Motion:** Councilor Hancock moved to table this item and direct staff to conduct a traffic
357 study and review the Area Plan to confirm the number of connectivity index
358 outlined in the Area Plan to determine what kind of variance there is from that, so
359 they can determine the impact on the surrounding areas. Councilor Southwick
360 seconded the motion.

361
362 There was further discussion about an updated study.

363
364 Councilor Albrecht stated that the bar is set high to deny something for health safety and
365 welfare and believes that this doesn't meet that standard, however, she would like to
366 understand what they are dealing with by having an updated traffic study.

367
368 Lorin Powell, City Engineer, suggested that the study be conducted by an outside consultant,
369 preferably the by the same company that did the previous study.

370
371 **Amended Motion:** Councilor Hancock amended his motion to state that the developer conduct
372 the traffic study with Lehi staff review. Councilor Southwick seconded the amendment to the
373 motion.

374
375 **Roll Call Vote:** Councilor Albrecht, Yes; Councilor Condie, Absent; Councilor Hancock,
376 Yes; Councilor Koivisto, Absent; and Councilor Southwick, Yes. The motion passed with 3 in
377 favor and 2 absent.

381 **11. Consideration of Preliminary subdivision approval for the Fox Canyon Plats A1 and I1**
382 **including 41 single family lots located at approximately 5400 North Fox Canyon Road**
383 **with the Flex Land Use Designations in the Traverse Mountain Planned Community.**

384 Councilor Hancock wanted to also table this item and use the same findings from the previous
385 motion.

386
387 **Motion:** Councilor Hancock moved to table this item and direct that a traffic study be done
388 to review the Area Plan and confirm the number of connectivity index outlined in
389 the Area Plan to determine what kind of variance there is from that, so they can
390 determine the impact on the surrounding areas; and that the developer conduct the
391 traffic study with Lehi staff review. Councilor Southwick seconded the motion.
392

393 **Roll Call Vote:** Councilor Albrecht, Yes; Councilor Condie, Absent; Councilor Hancock,
394 Yes; Councilor Koivisto, Absent; and Councilor Southwick, Yes. The motion passed with 3 in
395 favor and 2 absent.
396

397
398 **20. Adjournment**

399 With no further business to come before the City Council at this time, Councilor Southwick
400 moved to adjourn the meeting. Councilor Hancock seconded the motion. The motion passed
401 unanimously. The meeting adjourned at approximately 9:30 p.m.
402

403
404 Approved: January 24, 2023

Attest:

405
406
407
408
409 _____
Mark Johnson, Mayor

Teisha Wilson, City Recorder

City Council Agenda Item Report

Meeting Date: January 24, 2023

Submitted By: Teisha Wilson

Submitting Department:

Item Type: Action Item

Agenda Section: Consent Agenda

Subject:

Approve Purchase Orders

Suggested Action:

Attachments:

[PO Index.pdf](#)

[PO #7399.pdf](#)



LEHI CITY
CITY COUNCIL AGENDA
January 24, 2023

Consent Agenda: Approval of Purchase Orders

INFORMATION:

Company	Description	P O Amount	Budget Amt (before PO)
Stuart C. Irby	Power Materials	\$155,000.00	Inventory



PURCHASE ORDER

LEHI CITY CORPORATION

153 NORTH 100 EAST
LEHI UT 84043

THIS ORDER
NUMBER
MUST APPEAR
ON YOUR
INVOICE

7399

ISSUED TO: 590589
STUART C IRBY CO.
P.O. BOX 843959

DALLAS TX 75284

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

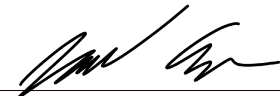
DEPARTMENT:

PURCHASE ORDER DATE: 01/11/2023

<u>REQ #</u>	<u>QUANTITY</u>	<u>DESCRIPTION</u>	<u>UNIT PRICE</u>	<u>TOTAL</u>	<u>GL ACCOUNT</u>
0	1.00	VAULTS	155,000.00	155,000.00	59-1415

TOTAL 155,000.00

Authorized By:



Department Head

City Council Approval Date *

* City Council approval required if greater than \$125,000

Mayor or City Administrator

Lehi City Purchase Requisition Request

Supplier

Name

STUART C. IRBY CO.

Vender #

Street

PO BOX 843959

Date _____

1/10/2023

City

DALLAS

State

TX

Zip

75284

Phone

801-724-3000

Dean Lundell

POWER

59-14-15

Requesting Department

Dept. Account No.

Department Head Signature

[illegible]



STUART C IRBY BR 1093 SALT LAKE CITY
6312 WEST BEAGLEY ROAD
WEST VALLEY CITY UT 84128

Quotation

QUOTE DATE	ORDER NUMBER
01/05/23	S013352874
REMIT TO: STUART C. IRBY CO. POST OFFICE BOX 843959 DALLAS TX 75284	PAGE NO. 1

SOLD TO:
LEHI CITY CORP
153 NO 100 EAST
LEHI, UT 84043

SHIP TO:
LEHI CITY CORP
560 WEST GLENN CARTER DRIVE
LEHI, UT 84043
801-768-7100

ORDERED BY: KENNY

CUSTOMER NUMBER		CUSTOMER ORDER NUMBER		JOB/RELEASE NUMBER		OUTSIDE SALESPERSON	
222013		173024 BOXES				Gregory J McPhie	
INSIDE SALESPERSON				REQD DATE	FRGHT ALLWD	SHIP VIA	
Joseph C Rho				01/05/23	Yes		
ORDER QTY	SHIP QTY	LINE	DESCRIPTION			Prc/Uom	Ext.Amt
250EA		1	***** Shipping Instructions *****				
			* KENNY 385-201-2612 OFC * 801-655-3042 MBL * CLAY 801-900-0420 *****				
			MISC. BID ITEM (PRICING PER EA) ***** 1730-24 DL/LW Unit, Flush Cover T22 Gray, 2x 1/2-6 Hex Auger CpBlt, *****			620.000EA	155000.00

*** This is a quotation ***

Prices firm for acceptance within 30 days with the exception of commodity prices which are subject to change daily. Quotation is void if changed. Complete quote must be used unless authorized in writing.

OUR PRODUCT AND SERVICES ARE SUBJECT TO, AND GOVERNED EXCLUSIVELY BY, OUR TERMS AND CONDITIONS OF SALE, WHICH ARE INCORPORATED HEREIN AND AVAILABLE AT www.irby.com/terms.
ADDITIONAL OR CONFLICTING TERMS ARE REJECTED, VOID AND OF NO FORCE OR EFFECT.

Subtotal	155000.00
S&H CHGS	0.00
Sales Tax	0.00
TOTAL	155000.00

** Reprint ** Reprint ** Reprint **

City Council Agenda Item Report

Meeting Date: January 24, 2023

Submitted By: Teisha Wilson

Submitting Department:

Item Type: Action Item

Agenda Section: Consent Agenda

Subject:

Approve Ordinance #08-2023 re-approving the Salomon Annexation

Suggested Action:

Attachments:

[Ord 08-2023.docx](#)

[salomon20230111_104426.pdf](#)



ORDINANCE NO: 08-2023

**AN ORDINANCE RE-APPROVING THE SALOMON ADDITION TO LEHI
ANNEXATION**

WHEREAS, the Lehi City Council has adopted a resolution of intent to annex real property known as the “Salomon Addition to Lehi” Annexation, located at 736 South 300 West and further identified by Exhibit “A” pursuant to the provisions of Section 10-2-418 of the Utah Code; and

WHEREAS, the Lehi City Council conducted a public hearing on the 26th day of October 2021, 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 Salomon Addition to Lehi Annexation as more fully described on the transparent reproducible Annexation Plat and the attached Exhibit “A”, in the judgment of Lehi City, meets the standards set forth in Section 10-2-418 of the Utah Code.

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

Section 3. Pursuant to Utah Code Ann. §10-9-406, the City Council hereby assigns the R-1-22 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 24th day of January 2023.

ATTEST

MARK JOHNSON, Mayor

Teisha Wilson, City Recorder

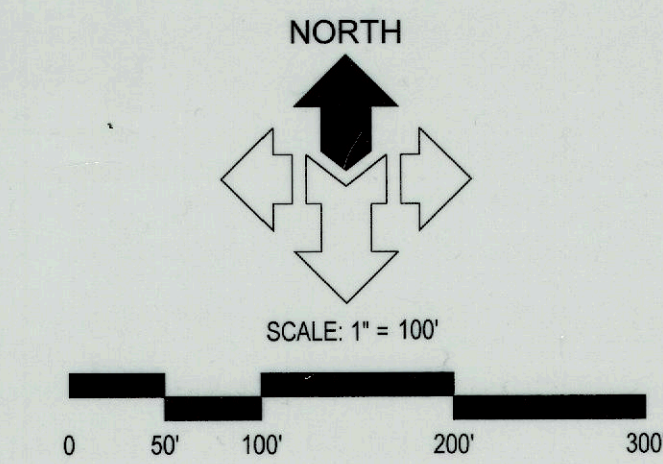
EXHIBIT "A"

Salomon Addition to Lehi Legal Description

BEGINNING AT AN ANGLE POINT IN THE EXISTING LEHI CITY BOUNDARY, PER COUNTRYSIDE VILLAS ANNEXATION PLAT, RECORDED AS MAP NO.: 12098, ON FILE WITH THE UTAH COUNTY RECORDER'S OFFICE; SAID ANGLE POINT BEING SOUTH 89°44'02" WEST, ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER, PER STATE PLANE COORDINATE AND DEPENDENT RESURVEY OF TOWNSHIP 5 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, PUBLISHED BY THE UTAH COUNTY SURVEYORS OFFICE, A DISTANCE OF 1416.78 FEET AND NORTH 0°15'58" WEST, PERPENDICULAR TO SAID SOUTH LINE OF THE SOUTHEAST QUARTER, A DISTANCE OF 562.24 FEET, FROM THE SECTION CORNER COMMON TO SECTIONS 16, 17, 20, & 21, PER SAID DEPENDENT RESURVEY; AND RUNNING THENCE NORTH 0°40' 16" EAST, ALONG SAID COUNTRYSIDE VILLAS ANNEXATION PLAT, A DISTANCE OF 430.51 FEET, TO TO THE EXISTING LEHI CITY BOUNDARY, PER LEHI CITY PLAT RECORDED AS MAP NO.: 30-A, ENTRY NO.: 2868; THENCE NORTH 89°42'46" EAST, ALONG SAID LEHI CITY PLAT A DISTANCE OF 150.23 FEET, MORE OR LESS, TO A POINT OF INTERSECTION WITH THE WEST LINE OF THE WILLES ADDITIONS, MAP NO.: 2343; THENCE SOUTH 46.64 FEET (50.0' BY RECORD), TO THE SOUTH LINE OF 700 SOUTH STREET, AS SHOWN ON SAID WILLES ADDITIONS; THENCE SOUTH 0°55'00" WEST, CONTINUING ALONG AFORESAID WEST LINE OF WILLES ADDITIONS, AND THE SOUTHERLY PROJECTION THEREOF, A DISTANCE OF 387.82 FEET, MORE OR LESS, TO A POINT OF INTERSECTION WITH THE EASTERLY PROJECTION OF AN EAST-WEST LINE OF AFORESAID COUNTRYSIDE VILLAS ANNEXATION PLAT; THENCE NORTH 88°46'44" WEST, ALONG SAID EASTERLY PROJECTION AND THE SAID EAST-WEST LINE OF THE COUNTRYSIDE VILLAS ANNEXATION PLAT, A DISTANCE OF 149.10 FEET, TO THE POINT OF BEGINNING.

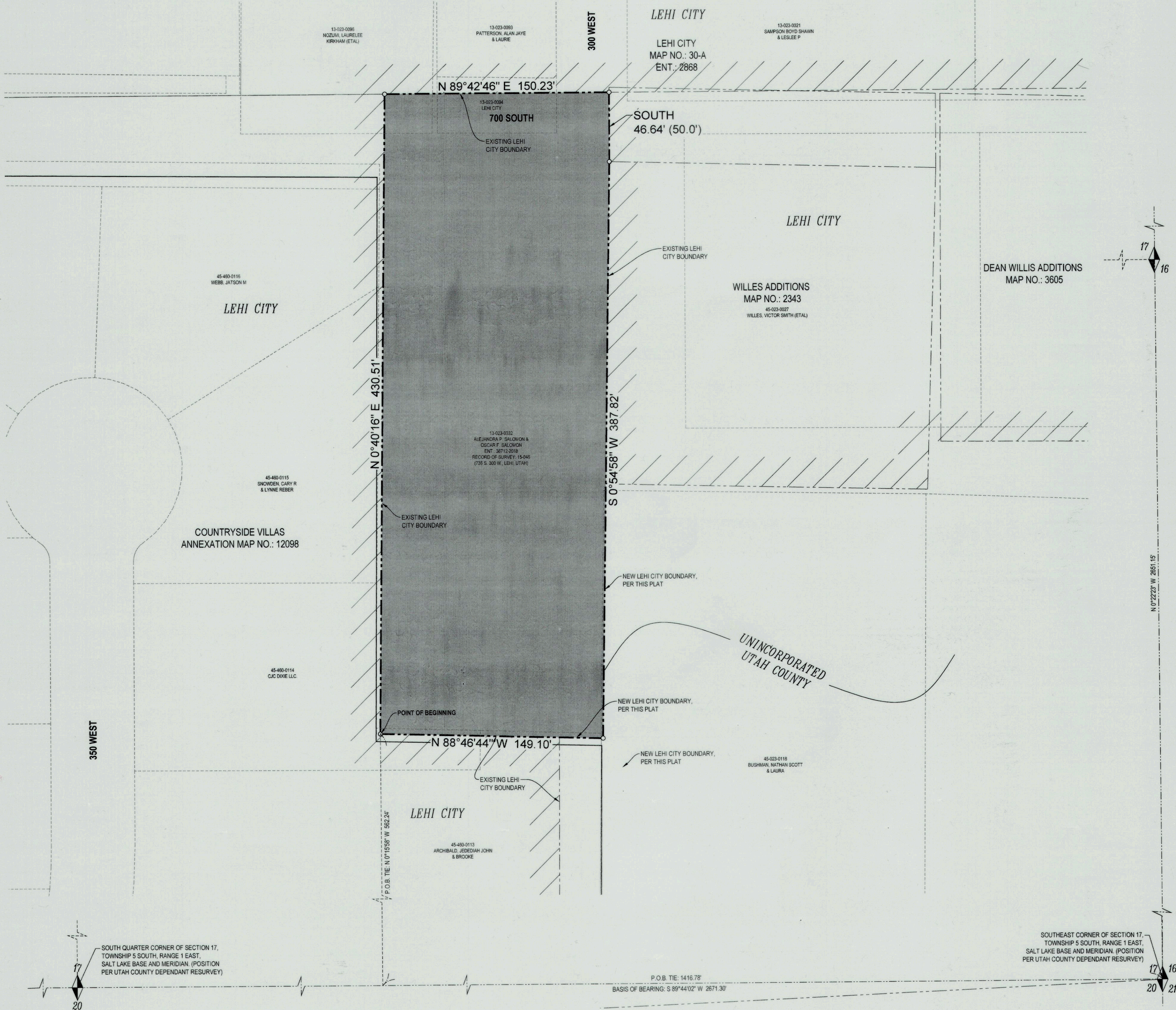
SALOMAN ADDITION TO LEHI

A FINAL LOCAL ENTITY PLAT
LOCATED IN THE SOUTHEAST QUARTER OF SECTION 17, TOWNSHIP 5 SOUTH,
RANGE 1 EAST, SALT LAKE BASE & MERIDIAN.
UTAH COUNTY, UTAH



MAP LEGEND

- ANNEXATION TO LEHI CITY
- SECTION LINES
- QUARTER/ 1/16TH LINES
- PARCELS LINES
- SUBDIVISION/ DEVELOPMENT BOUNDARY
- ADJOINING LEHI ANNEXATION PLATS



SURVEYOR'S CERTIFICATE

I, DENNIS K. WITHERS, A PROFESSIONAL LAND SURVEYOR LICENSED UNDER TITLE 58, CHAPTER 22, PROFESSIONAL ENGINEERS AND LAND SURVEYORS ACT, HOLDING LICENCE NO. 613590, DO HEREBY CERTIFY THAT A FINAL LOCAL ENTITY PLAT, IN ACCORDANCE WITH SECTION 17-23-20, WAS MADE BY ME AND SHOWN HEREON IS A TRUE AND CORRECT REPRESENTATION OF SAID FINAL LOCAL ENTITY PLAT.

Dennis K. Withers
DENNIS K. WITHERS, PLS
L.S. LICENSE NO. 6135190
(SEE SEAL BELOW)

ANNEXATION DESCRIPTIONS

A TRACT OF LAND SITUATE WITHIN THE SOUTHEAST QUARTER OF SECTION 17, TOWNSHIP 5 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, SAID PARCEL BEING ALL OF THAT CERTAIN TRACT OF LAND CONVEYED TO ALEJANDRA P. SALOMON AND OSCAR F. SALOMON, RECORDED AS ENTRY NO.: 36712-2018, ON FILE WITH THE UTAH COUNTY RECORDER'S OFFICE TRACT HAVING BEEN RETRACED BY RECORD OF SURVEY FILE NO.: 15-046, ON FILE WITH THE UTAH COUNTY SURVEYOR'S OFFICE, AND BEING DESCRIBED AS FOLLOWS:

BEGINNING AT AN ANGLE POINT IN THE EXISTING LEHI CITY BOUNDARY, PER COUNTRYSIDE VILLAS ANNEXATION PLAT, RECORDED AS MAP NO.: 12098, ON FILE WITH THE UTAH COUNTY RECORDER'S OFFICE, SAID ANGLE POINT BEING SOUTH 89°44'02" WEST, ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER, PER STATE PLANE COORDINATE AND DEPENDANT RESURVEY OF TOWNSHIP 5 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, PUBLISHED BY THE UTAH COUNTY SURVEYOR'S OFFICE, A DISTANCE OF 1416.78 FEET AND NORTH 0°15'58" WEST, PERPENDICULAR TO SAID SOUTH LINE OF THE SOUTHEAST QUARTER, A DISTANCE OF 562.24 FEET, FROM THE SECTION CORNER COMMON TO SECTIONS 16, 17, 20, & 21, PER SAID DEPENDANT RESURVEY; AND RUNNING THENCE NORTH 0°40' 16" EAST, ALONG SAID COUNTRYSIDE VILLAS ANNEXATION PLAT, A DISTANCE OF 430.51 FEET, TO THE EXISTING LEHI CITY BOUNDARY, PER LEHI CITY PLAT RECORDED AS MAP NO.: 30-A, ENTRY NO.: 2868; THENCE NORTH 88°42'46" EAST, ALONG SAID LEHI CITY PLAT A DISTANCE OF 150.23 FEET, MORE OR LESS, TO A POINT OF INTERSECTION WITH THE WEST LINE OF THE WILLES ADDITIONS, MAP NO.: 2343, THENCE SOUTH 48.64 FEET (50.0' BY RECORD), TO THE SOUTH LINE OF 700 SOUTH STREET, AS SHOWN ON SAID WILLES ADDITIONS; THENCE SOUTH 0°55'00" WEST, CONTINUING ALONG AFORESAID WEST LINE OF WILLES ADDITIONS, AND THE SOUTHERLY PROJECTION THEREOF, A DISTANCE OF 387.82 FEET, MORE OR LESS, TO A POINT OF INTERSECTION WITH THE EASTERLY PROJECTION OF AN EAST-WEST LINE OF AFORESAID COUNTRYSIDE VILLAS ANNEXATION PLAT; THENCE NORTH 88°46'44" WEST, ALONG SAID EASTERLY PROJECTION AND THE SAID EAST-WEST LINE OF THE COUNTRYSIDE VILLAS ANNEXATION PLAT, A DISTANCE OF 149.10 FEET, TO THE POINT OF BEGINNING.

ACCEPTANCE CERTIFICATE

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 HEREON, WHICH TRACT CONSTITUTES A PORTION OF AN EXISTING ISLAND OR PENINSULA WITHIN OR CONTIGUOUS TO THE CITY AND 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 AND ORDAINED PROVIDING FOR HTE 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 PART OF LEHI CITY, TO BE KNOWN HEREAFTER AS THE

SALOMAN ADDITION TO LEHI

DATED THIS 21ST DAY OF DECEMBER, A.D. 2022

Johnson
MAYOR

Joshua Wilson
ATTEST: CITY RECORDER
(SEE SEAL BELOW)

UTAH COUNTY SURVEYOR

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

Anthony Canto
UTAH COUNTY SURVEYOR
ANTHONY CANTO
(SEE SEAL BELOW)

01-03-2023
DATE

GENERAL NOTES

- THE BASIS OF BEARING FOR THIS MAP IS SOUTH 89°44'02" WEST, ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SECTION 17, TOWNSHIP 5 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, PER THE UTAH COUNTY STATE PLANE COORDINATE AND DEPENDANT RESURVEY, PUBLISHED BY THE UTAH COUNTY SURVEYOR'S OFFICE.
- PARCEL LINES SHOWN HEREON ARE PER RECORD DATA ONLY. THIS MAP DOES NOT PURPORT TO BE A RETRACEMENT OF THE INDIVIDUAL PARCEL LINES. PARCEL LINES, NUMBERS, AND OWNERS INFORMATION ARE DEPICTED HEREON FOR REFERENCE PURPOSES ONLY.
- THE BOUNDS OF THE PROPOSED ANNEXATION TRACT ARE SUBJECT TO VARIATIONS IN LOCATION PENDING PHYSICAL OBSERVATIONS OF THE CONTROLLING MONUMENTS. THIS MAP DOES NOT PURPORT TO BE A RETRACEMENT OF SECTION LINES, ADJOINING SUBDIVISION LINES, OR DEED LINES WITHIN THE PARCEL BEING ANNEXED INTO LEHI CITY.

SALOMAN ADDITION TO LEHI

A FINAL LOCAL ENTITY PLAT
LOCATED IN SOUTHEAST QUARTER OF SECTION 17, TOWNSHIP 5 SOUTH,
RANGE 1 EAST, SALT LAKE BASE & MERIDIAN.
UTAH COUNTY, UTAH

COUNTY SURVEYOR'S CERTIFICATE

HIS 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'S SEAL	COUNTY SURVEYOR'S SEAL	CITY ENGINEER	CITY CLERK-RECORDER SEAL

SHEET
1
OF
1

City Council Agenda Item Report

Meeting Date: January 24, 2023

Submitted By: Teisha Wilson

Submitting Department:

Item Type: Action Item

Agenda Section: Consent Agenda

Subject:

Approve amendments to the Planning Commission By-Laws

Suggested Action:

Attachments:

[BY-LAWS2023.docx](#)

LEHI CITY PLANNING COMMISSION

BY-LAWS FOR CONDUCTING THE BUSINESS OF THE PLANNING COMMISSION RE-ADOPTED BY THE LEHI CITY PLANNING COMMISSION January 12, 2023

PURPOSE

These policies and procedures, as amended are designed and adopted for the purpose of providing guidance and direction to the members of the Lehi City Planning Commission in the performance of their duties.

ARTICLE 1 – GENERAL PROVISIONS

The Lehi City Planning Commission, hereinafter referred to as “the Commission”, shall be governed by the following statutes, ordinances and rules:

- 1.1 Applicable State Statutes and Local Ordinances and Rules.
To the extent that they remain in force and in effect, as they are amended, or as they are added to, the Lehi City Planning Commission and its members shall be governed by state statutes and local ordinances and policies including the following:
 - a. State statutes applying to public boards, members and officials.
 - b. State statutes governing the activities of City Planning Commissions.
 - c. The Development Code of Lehi City as approved by the City Council.
 - d. The rules and policies of the Lehi City Planning Commission as set forth herein.
- 1.2 Requirements of Familiarity with State Statutes and Local Ordinances and Rules Affecting the Commission.
Upon taking office, all members of the Commission shall familiarize themselves with the foregoing and, while in office, shall maintain such knowledge, including knowledge of amendments and additions, and shall be strictly governed thereby in the conduct of Commission affairs.
- 1.3 Basic Principles.
 - a. Equality of Members. As the Commission conducts its affairs in accordance with these rules, each member has the same rights, privileges and duties as any other member.
 - b. Freedom of Discussion. Members have the right to be heard and to hear what others have to say about a motion before voting.
 - c. One Main Motion. Only one main motion may be considered at any given time.
 - d. Members Right to Know. Members have a right at all times to know the immediate pending motion, and have it restated prior to any vote.
 - e. Meeting Properly Called. The Commission may take official action only in meetings properly called and with a quorum of members present.
 - f. Actions must be Lawful. Actions taken by the Commission must be in accord with Lehi City, State and Federal Law.
- 1.4 Rules of the Commission to be Available at Lehi City.
A current copy of the rules of the Commission shall be available as a public record in the Lehi City Planning Division Office. A copy of the rules of the Commission shall be

provided to new Commission members upon appointment. Additional copies shall be provided to the Commissioners and made available to the public upon request.

1.5 Location of the Office of the Commission.

The office of the Commission shall be located in the Lehi City Planning Division Office.

ARTICLE II – MEMBERS

2.1 Appointment and Resignations.

The membership and appointment of the Commission shall be governed by the provisions of the Utah Code Section 10-9a-301 and applicable ordinances of Lehi City.

Members proposing to resign shall give reasonable written notice of such intent to the City Council, Planning Commission and the Mayor of Lehi City, and make the date of resignation effective in such a manner as to allow time for appointment of replacements.

2.2 Meeting Attendance.

Each member of the Commission shall attend the sessions of the Commission unless unable to attend because of extenuating circumstances. Any member desiring to be excused shall notify the secretary. The secretary shall inform the Chair of the excused absences. Failure of any regular or alternate member of the Commission to attend three consecutive regular meetings, or three of any seven consecutive meetings, without the recorded consent of the Chair, shall be construed by the Chair as grounds for resignation from the Commission by absence. The Chair would then recommend removal of the Commissioner to the City Council.

2.3 Vacation of Office

When a member dies, resigns or fills their maximum number of terms as per Section 03.030 in the Lehi City Development Code, the Lehi Mayor will immediately notify the City Council that a vacancy exists. The Mayor, with the advice and consent of the City Council, shall then select a replacement.

ARTICLE III – CONDUCT OF COMMISSION MEMBERS

3.1 Representation of Applicants or petitioners.

No member of the Commission shall represent applicants or petitioners on matters on which the Commission is to make determinations or recommendations.

3.2 Conflict of Interest.

No member of the Commission shall participate in or discuss any case in which they have financial or personal interest (other than being a Lehi resident) in the property or action concerned, or will be directly affected by the decision of the Commission, or has or believes they have any other conflict of interest. A member who has a question as to whether a conflict of interest exists should raise the matter with the Commission members and the City Attorney in order that a determination may be made. Additionally, members of the Commission must comply with the provisions of the Municipal Officers and Employees Ethics Act – Utah Code 10-3-1301 et. seq.

3.3 Expression of Bias, Prejudice or Individual Opinion Prior to Hearing.

Commission members may seek information from other members or Lehi City Staff, but no member shall discuss any case with any other parties thereto prior to the public hearing

unless a member has been assigned by the Chair to obtain specific information about the case. No member shall express any bias, prejudice or personal opinion on judgment of the case prior to its public hearing.

ARTICLE IV – OFFICERS, COMMITTEES, STAFF, DUTIES

4.1 Regular Election of Chair, Vice Chair.

Annually, as the first item of business at the first meeting of the Commission in the month of January, the Commission shall elect a Chair and Vice Chair. If a quorum is lacking, the Commission will hold an election at the next regularly scheduled meeting at which a quorum is available. The Chair shall serve a term of one (1) year. No member shall serve as Chair for more than two (2) consecutive terms.

4.2 Succession of Vice Chair to Office of Chair.

If the Chair becomes no longer a member of the Commission, the Vice Chair shall succeed to the office for the remainder of the term. If the Vice Chair becomes no longer a member of the Commission or succeeds to the office of Chair, a special election shall be held to fill the vacancy of the Vice Chair. Said election shall occur at the next regularly scheduled meeting of the Commission at which a quorum is available.

4.3 Duties of the Chair and Vice Chair; Appointment of Temporary Chair to Preside at Meetings.

If present and able, the Chair shall preside at all meetings and hearings. If the Chair is absent or unable to preside, the Vice Chair shall preside. If both are absent or unable to preside, the members present shall appoint a Temporary Chair to preside. The Temporary Chair shall abide by all rules and policies set forth herein.

The Chair shall conduct all meetings of the Commission, interface with Mayor in the conduct and affairs of the Commission, and exercise management of the affairs of the Commission consistent with these rules, Lehi City and State law. In the course of discharge of duty, the Chair shall have the right to call upon legal counsel for advice. General duties of the Chair include the following:

- a. To call the Commission to order on the day and the hour scheduled and proceed with the order of business.
- b. To announce the business before the Commission in the order in which it is to be acted upon.
- c. To receive and submit all motions and propositions presented by the members of the Commission.
- d. To put to vote all questions which are properly moved in the course of proceedings and to announce the results of motions.
- e. To inform the Commission, when necessary, on any point of order or practice. Whenever the Chair rules a motion out of order, the Chair shall explain why it is so and advise the mover of corrections needed to make the motion in order.
- f. To maintain order at the meetings of the Commission.
- g. Recognize speakers and Commissioners prior to receiving comments and presentations.
- h. To move the agenda along, hold down redundancy by limiting time allowed for comments if necessary, and set guidelines for public input. The Chair should, to the extent practical, remain impartial in permitting each party involved in an issue full opportunity to present their position. The Chair is however, a voting member.

- 4.4 Other Responsibilities of Chair; Delegation to Vice Chair.
The Chair may delegate duties generally to the Vice Chair, or may authorize the Vice Chair to perform specific duties during his absence or in the case of his disability to perform necessary Commission functions in a timely manner.
- 4.5 Assignment of Commission Members to Inspect Duties: Appointment of Committees.
The Chair may designate members of the Commission to make personal inspections when necessary for proper consideration of agenda items. The Chair may appoint standing or ad hoc committees as may be found necessary to successfully and efficiently carry out the functions of the Commission.
- 4.6 Appointment of Secretary: Duties.
The secretary of the Commission shall be appointed by the Mayor of Lehi City. The Secretary under the direction of the Chair shall attend to all correspondence of the Commission, send out and cause to be published all notices required, attend all meetings of the Commission and all public hearings (except when excused by the Chair with a temporary replacement arranged), compile and maintain all required records, schedules, minutes, files and indexes; and generally perform all clerical work of the Commission.

ARTICLE V – APPLICATION REQUIRED

- 5.1 Completed Application Required.
Where required by City Ordinance, an item may not be heard by the Commission unless a complete application is filed with the City. Determination of a complete application will be made by the Lehi City Planning Division in conformance with the Development Code of Lehi City.

ARTICLE VI – MEETINGS, HEARINGS

- 6.1 Regular Meetings.
Regular meetings of the Commission will be held at 7:00 p.m. on the second and fourth Thursday of each month unless otherwise determined by a majority vote of the Planning Commission and appropriate public notice is provided.
- 6.2 Work Sessions and Special Meetings.
Work Session meetings of the Commission will be held at 5:30 p.m. on the first Thursday of each month unless otherwise determined by a majority vote of the Planning Commission and appropriate public notice is provided. Notice of the Work Session shall be in accordance with City and State law.
- Special Meetings for any purpose may be held at the call of the Chair. Notice of such meetings shall be in accordance with City and State law.
- 6.3 Open to Public.
All meetings of the Commission are open to the public.
- 6.4 Conduct During Hearings.
During all meetings and hearings, persons providing testimony shall proceed without interruption. All comments, arguments and pleadings shall be addressed to the Chair. There shall be no debate or argument between individuals. The Chair shall maintain order and

decorum, and to that end, may order removal of disorderly or disruptive persons. The Chair may determine a time limit of speakers at the beginning of any public hearing.

6.5 Rules of Order.

In accordance with these rules, the Chair shall decide all points of procedure and order, unless otherwise directed by the majority vote of the members in attendance. Where necessary in deciding points of order, the Chair may use as a reference the Robert's Rules of Order, newly revised.

6.6 Field Trips.

Field trips to view application sites shall be scheduled by the Chair during Regular Meetings or through the secretary. Commission members should establish an optimal time for site inspection through group consensus. Field trips shall be noticed in accordance with City and State law.

6.7 Recess or Adjournment.

Each regularly scheduled meeting or special meeting of the Commission shall be scheduled to end not later than 10:30 p.m. unless extended for a specific amount of time by a majority vote of the Commission pursuant to a motion for such extension. All unfinished agenda items shall be continued to the next regularly scheduled meeting of the Commission and shall be placed first on the agenda prior to adding new items. The continuation of agenda items and/or public hearings to the next regularly scheduled meeting shall not require additional public notice.

Any Regular or Special Meeting may be recessed or adjourned from day to day, or to the time of any previously announced Regular or Special Meeting, and such recess or adjournment to a certain time and place does not require additional public notice.

6.8 Cancellation.

If no business is scheduled before the Commission, or if it is apparent that a quorum of the Commission will not be available, any meeting may be canceled by the Chair by giving notice to all available members.

6.9 Quorum

A quorum of the Commission shall consist of three voting members. An affirmative vote of at least three members of the Commission shall decide all matters. The Chair shall be considered a voting member.

6.10 Tie Votes.

If a motion before the Commission receives an equal number of votes, and a subsequent motion on the matter is either not made or cannot achieve a majority vote, the matter before the Commission shall be recommended for denial on an item that receives its final decision at the City Council, and on an item that receives its final decision at the Planning Commission, the applicant may request the item be continued until a future meeting, otherwise it will also be deemed denied.

6.11 Agenda, Order of Business.

The Secretary, under the direction of the Chair, shall prepare an agenda for each Commission meeting. Order of business shall be as specified by the Commission Chair.

No business will be considered that is not shown on the official agenda of the meeting as legally noticed.

ARTICLE VII – HEARING PROCEDURES

7.1 Representation at Hearing.

At the hearing, the applicant should appear or be represented by authorized agents. If there is no representation, the Commission may choose to either take action or not take action on the agenda item.

7.2 Hearing Procedures.

- a. The Chair shall introduce the item.
- b. Staff shall give a brief presentation and explanation of relevant details related to the item.
- c. The applicant or petitioner outlines the nature of the request and presents supporting evidence.
- d. The Chair, or acting Chair, shall open the public hearing. The Chair, without objection by members of the Commission, may impose time limits for comment to facilitate the business of the Commission.
- e. The Chair, or acting Chair, shall close the public hearing.
- f. The Chair, or acting Chair, may allow the applicant or petitioner to address issues raised by the public comment.
- g. The public hearing may be reopened at the discretion of the Chair.
- h. The Chair, or acting Chair, shall allow members of the Commission to discuss the matter and ask questions of the applicant or petitioner.
- i. The Chair may call for a motion and vote by the Commission on the application or petition. If a substantial amount of public comment was received, the Chair may consider a motion to table the item to allow Commissioners to review the public comment.

ARTICLE VIII – FINDINGS AND DECISIONS

8.1 Timing of Decisions.

With due consideration to the length of the Agenda, the nature of the case, the complexity of the evidence, and the findings required, the Commission may elect, subject to approval by the Commissioners, one of the following alternatives:

- a. To proceed immediately to determination and decision upon conclusion of the hearing of the case; or
- b. To defer determination and decision until a Regular or Special Meeting of the Commission as specified by the Chair.

8.2 Form and Procedure of Decisions.

All such decisions shall be made at a public meeting by motion, made and seconded, and by a voice vote.

Decisions of the Commission shall be final when the minutes of the meeting at which the decision was made are approved.

8.3 Notification.

Notice of action taken by the Commission shall be given by the Commission and/or Planning Staff to the applicant, petitioner or any party making a written request for such within ten days following the decision.

ARTICLE IX – REQUEST TO WITHDRAW, CONTINUE, OR RE-HEAR APPLICATIONS

9.1 Withdrawal.

Upon request from the applicant or authorized agent, an application or petition may be withdrawn at any time before the Commission makes a decision in the case. A request to withdraw must be made by the applicant/authorized agent before a motion for final action is presented to the Chair.

9.2 Continuance.

The Commission may defer the hearing of cases or provide for later continuance of cases on which hearings have begun. Continuances will show cause for such stated in the motion, and, unless time and place is stated in said motion, will require public re-notice.

9.3 Re-hearing.

The Commission may re-hear an application that was previously denied within three months of the decision upon written request by the applicant and a showing in the application that there is substantial new evidence that was unavailable at the time of the original hearing. The Commission shall, by vote, make a determination of whether or not to re-hear the matter. In the event a re-hearing is approved, the matter shall only be re-heard after proper notice has been given. The applicant shall pay all costs incurred in re-advertising.

ARTICLE X – AMENDING OR WAIVING BY-LAWS

10.1 Amending By-Laws.

These by-laws may be amended by a majority vote of the Commission except where such amendment would be contrary to the requirements or limitations set forth by State Law or City Ordinance. An amendment may be proposed at any meeting of the Commission. Members shall receive a copy of the proposed or amended by-laws not less than one week prior to the meeting at which said proposed changes shall be heard. Any amendments to these by-laws shall also be approved by the City Council before taking effect.

10.2 Waiving or Suspending Rules.

A rule of procedure may be suspended or waived at any meeting by a majority vote of Commission members present, unless such rule is set by State Law or City Ordinance.

10.3 Temporary Rule.

A temporary rule of procedure, in conformity with State Law and City Ordinance, may be adopted by the Commission for a meeting or agenda item following a unanimous vote of the Commission members present.

City Council Agenda Item Report

Meeting Date: January 24, 2023

Submitted By: Teisha Wilson

Submitting Department:

Item Type: Action Item

Agenda Section: Consent Agenda

Subject:

Approve Surplus Items

Suggested Action:

Attachments:

[Diesel pump surplus letter.docx](#)



Water Division

Office 385.201.1700
2538 North 300 West
Lehi, UT 84043
lehi-ut.gov

RE: SURPLUS DIESEL WATER PUMP

The Lehi City Water Department has an old diesel-powered water pump that we would like to surplus. Alan Jenkins with the North Utah County Conservancy District is willing to purchase this pump to use for the maintenance of the sedimentation basin at the Dry Creek Reservoir that is under construction on the Lehi/Highland border. This City-owned pump is over 20 years old and is very rarely used. A price of \$4,000 was determined by discussions with the City Engineer Lorin Powel, Myself, and Alan Jenkins with the Conservancy District. I believe that the negotiated price is reasonable. Disposing of this pump and selling to the Conservancy District benefits the city directly from the cash proceeds and indirectly as a part of the Conservancy District.

Greg Allred
Lehi Water Department Manager.

City Council Agenda Item Report

Meeting Date: January 24, 2023

Submitted By: Teisha Wilson

Submitting Department:

Item Type: Resolution

Agenda Section: Regular Agenda

Subject:

Consideration of Resolution #2023-06 approving an agreement with Holbrook Town Investment and The Townhomes at Holbrook Farms Homeowners Association for maintenance of a dog park.

Suggested Action:

Attachments:

[Res 2023-06.docx](#)

[Dog Park Agreement.pdf](#)



RESOLUTION NO. 2023-06

A RESOLUTION OF THE LEHI CITY COUNCIL APPROVING AN AGREEMENT WITH HOLBROOK TOWN INVESTMENT L.C. (“DEVELOPER”) AND THE TOWNHOMES AT HOLBROOK FARMS HOMEOWNERS ASSOCIATION INC. (“ASSOCIATION”) FOR MAINTENANCE OF A DOG PARK

WHEREAS, Developer is developing a project in Lehi and will construct a dog park on adjacent open space owned by Lehi City;

WHEREAS, to facilitate the operation of the dog park and the public’s use and enjoyment of the park, Developer shall be responsible for the maintenance of the dog park which responsibilities may be assigned to the Association; and

WHEREAS, on January 24th, 2023, 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 Developer and the Association; 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 the Developer and the Association attached hereto as Exhibit “A” is hereby approved and the Mayor is authorized to execute the Agreement and take all other such action as is necessary to make it effective.
2. This resolution shall take effect immediately.

Approved and Adopted by the City Council of Lehi City, Utah this 24th day of January, 2023.

LEHI CITY

ATTEST

Mark Johnson, Mayor

Teisha Wilson, City Recorder

EXHIBIT “A”

DOG PARK MAINTENANCE AGREEMENT

This Dog Park Maintenance Agreement (the “**Agreement**”) entered into by and between HOLBROOK TOWN INVESTMENT L.C., a Utah limited liability company (“**Holbrook Town Investment**”), the TOWNHOMES AT HOLBROOK FARMS HOMEOWNERS ASSOCIATION, INC., a Utah nonprofit corporation (the “**Association**”), and Lehi City, a municipal corporation and subdivision of the State of Utah (the “**City**”) and effective as of the date the last party signs below (“Effective Date”).

RECITALS

A. Holbrook Towns Investment, or its assigns, (“**Declarant**”) is the developer and declarant for the Townhomes at Holbrook Farms, a planned unit development project (the “**Project**”), located in Lehi, Utah, and more particularly described in Exhibit A to this Agreement.

B. The Association is the homeowners association for the Project under the Community Association Act, Utah Code 57-8a-101 *et seq.*

C. In connection with Declarant’s development of the Project, Declarant has or will construct a dog park on that certain open space parcel owned by the City located immediately adjacent to the Project (the “Open Space Parcel”) as a recreation amenity (the “Amenity”) for the use and benefit of the Project’s residents and the public.

D. To facilitate the operation of the Amenity and the Project residents’ and the public’s use and enjoyment thereof, and to preserve and enhance property values in the Project, Declarant shall be responsible for the maintenance of the Amenity outlined below, provided, however, that such maintenance responsibilities may be assigned to and assumed by the Association in accordance with the terms and conditions herein.

NOW, THEREFORE, for the reasons set forth in the foregoing Recital, and in consideration of the mutual promises and covenants herein, and for other good and valuable consideration, the sufficiency and receipt thereof are hereby acknowledged, the parties to this Agreement, and each of them, agree as follows:

AGREEMENT

1. Construction of the Amenity. Declarant shall be responsible to construct, at Declarant’s expense, the Amenity on the Open Space Parcel in accordance with the plans approved by the City. The Amenity may include, *inter alia*, fencing, benches, one or more shade structures, a waste bag dispenser, landscaping, and other improvements as may be agreed to by Declarant and the City (the “**Improvements**”). Construction of the Amenity shall be completed no later than July 1, 2024.

2. Amenity Maintenance. Upon completion of construction of the Amenity, Declarant, at Declarant's expense, shall be responsible for the periodic inspection, maintenance, repair, and replacement of the Improvements as may be necessary to maintain the Amenity and the Improvements in good and slightly condition, provided, however, the performance of such obligations shall not be required more frequently than on a month basis.

3. Insurance. Association shall be responsible to obtain property insurance for the Improvements in an amount not less than \$100,000 per occurrence to ensure repair and replacement of the Improvements in the event of loss or damage. Association shall maintain Commercial General Liability Insurance, naming the City as an Additional Insured for ongoing and completed operations. City will insure the property in the same manner that it insures other city parks.

4. Assignment of Maintenance and Insurance Obligations. It is acknowledged and agreed by the parties that, at any time after the day that is three (3) months from completion of the Amenity, the maintenance obligations in paragraph 2 and the insurance obligations in paragraph above may be assigned by Declarant to and assumed by the Association; in its discretion. Such assignment shall be in writing, signed by Declarant and the Association, and recorded in the Office of Recorder for Utah County, Utah. Upon recording of the executed assignment instrument, the Association shall assume the maintenance obligations in paragraph 2 and the insurance obligations in paragraph 3 above and the cost thereof shall be a common expense of the Association and assessed to the Association's members in accordance with the Association's governing documents. In the event the Association dissolves or otherwise ceases to function as a home owner's association and/or fails to perform the obligations in paragraphs 2 and 3, Declarant shall remain liable for these obligations.

5. Obligations of City. Notwithstanding anything to the contrary in the foregoing, the City shall be responsible for the following, at the City's expense: (a) supplying water for irrigation system on such seasonal or other basis as may be necessary for the maintenance of the Amenity landscaping, if any.

6. No Warranty or Guarantee of Security. Neither Declarant nor the Association as Declarant's assign, in any way warrant or guarantee the security and/or safety of the Amenity users or their animals. In no event shall Declarant or the Association be liable for any injury, death, or damage arising from or in any way related to any act by any animal within or on the Amenity.

7. Covenants Run With The Land. This Agreement is a covenant running with the land and shall be binding upon the parties hereto, their heirs, successors in interest, and assigns.

8. Enforcement, Attorneys' Fees and Costs. An action to interpret or enforce this Agreement or any provision herein may be brought in any court of competent jurisdiction. In any action to interpret and/or enforce this Agreement or any provision herein, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs.

9. Entire Agreement. This Agreement constitutes the entire agreement between the parties regarding the subject matter herein, and supersedes all prior agreements and understandings,

whether written or oral, regarding the same. This Agreement shall only be amended in a writing signed by the parties.

10. Counterparts. This Agreement may be signed in counterparts, which when combined, shall be deemed a single agreement. Electronic signatures and/or electronically transmitted counterparts shall be treated as originals and shall be effective, valid, and enforceable as such.

Signature Pages Follows

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the date first set forth above.

HOLBROOK TOWN INVESTMENT L.C.

By: _____

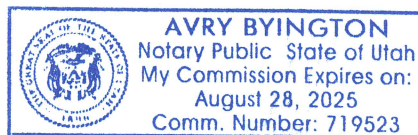
Printed Name: Brian Gochnour
Manager

Its: _____

STATE OF UTAH)
COUNTY OF Salt Lake)ss

On this 13th, day of January, 202~~2~~³ ^{AB}, personally appeared before me, a notary public, Brian Gochnour, whose identity is personally known to me or proven on the basis of satisfactory evidence and who by me duly sworn/affirmed, did say that he/she/they is/are the duly authorized representative of Holbrook Towns Investment, L.C. a Utah limited liability company and that said document was signed by him/her/them on behalf of said company with all necessary authority, and acknowledged to me that said company executed the same.

Avry Byington
NOTARY PUBLIC



TOWNHOMES AT HOLBROOK FARMS HOMEOWNERS ASSOCIATION, INC.

By: [Signature]

Printed Name: Brian Gochnour
Manager

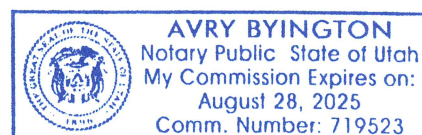
Its: _____

Date: 1/13/2023

STATE OF UTAH)
COUNTY OF Salt Lake) :ss

On this 13, day of January, 202³_{KB}, personally appeared before me, a notary public, Brian Gochnour whose identity is personally known to me or proven on the basis of satisfactory evidence and who by me duly sworn/affirmed, did say that he/she/they is/are the duly authorized representative of Townhomes at Holbrook Farms Homeowners Association, Inc., a Utah nonprofit corporation, and that said document was signed by him/her/them on behalf of said company with all necessary authority, and acknowledged to me that said company executed the same.

[Signature]
NOTARY PUBLIC



LEHI CITY:

ATTEST:

By _____
Name: _____
Lehi City Mayor

By: _____
Name: _____
Lehi City Recorder

By: _____
Name: _____
Lehi City Attorney

State of Utah)
): ss
County of Utah)

On this day of _____, 2023, _____,
_____, and _____ representing Lehi City, known
to me to be the persons whose names are subscribed to the instrument set forth above, personally
appeared before me, _____, a Notary Public, and acknowledged that
he/she/they executed the same on behalf of the Lehi City.

Notary Public

7



City Council Agenda Item Report

Meeting Date: January 24, 2023

Submitted By: Teisha Wilson

Submitting Department:

Item Type: Ordinance

Agenda Section: Regular Agenda

Subject:

Consideration of Ordinance #09-2023 amending Title 3 Chapter 2, Planning Commission, of the Lehi City Municipal Code.

Suggested Action:

Attachments:

[Ord 09-2023.docx](#)

[Exhibit to Chapter 3 Amendment \(Planning Commission\).docx](#)



ORDINANCE NO. 09-2023

AN ORDINANCE AMENDING TITLE 3 CHAPTER 2
(PLANNING COMMISSION) OF THE LEHI CITY MUNICIPAL CODE

WHEREAS, Lehi City Code Title 3 Chapter 2 creates the Lehi City Planning Commission;

WHEREAS, Lehi City desires to reduce the number of commissioners from seven (7) to five (5) and make other various changes;

WHEREAS, on January 24, 2023, 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) Title 3 Chapter 2 of the Lehi City Municipal Code should be amended; and (ii) such action furthers the health, safety and welfare of the citizens of Lehi.

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

PART I:

A. Title 3 Chapter 2 of the Lehi City Municipal Code is hereby amended as shown on Exhibit "A".

PART II:

A. If a provision of this Ordinance No. ??-2023 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 24th day of January, 2023.

LEHI CITY

ATTEST

Mark Johnson, Mayor

Teisha Wilson, City Recorder

CHAPTER 2

PLANNING COMMISSION

SECTION:

3-2-1: Creation

3-2-2: Powers And Duties

3-2-3: Qualifications For Membership

3-2-4: Membership; Appointment, Removal, Terms And Vacancies

3-2-5: Alternate Members

3-2-6: Recording Secretary

3-2-7: Quorum And Necessary Vote

3-2-8: Meetings, Hearings And Procedure

3-2-1: CREATION:

There is hereby created and established a Lehi City planning commission ("planning commission"). (2015 Code)

3-2-2: POWERS AND DUTIES:

The planning commission shall be an advisory body to the city council in making decisions pertaining to amendments to the Lehi City general plan and the Lehi City development code. The planning commission shall have the following powers and duties:

- A. To prepare or cause to be prepared a general plan or element thereof and to submit the proposed general plan or element(s) to the city council;
- B. To prepare or cause to be prepared amendments to the general plan or elements thereof from time to time and to submit the proposed amendments to the city council;
- C. To review and make recommendations to the city council with regard to amendments to the Lehi City general plan land use map(s);
- D. To review and make recommendations to the city council with regard to interpretations of authorized permitted and conditional uses;
- E. To initiate, hear, review and make recommendations to the city council on applications for amendments to the text or zoning district map of the Lehi City development code;
- F. To hear, review, recommend approval or disapproval, or approve or disapprove applications for development approval, as authorized in accordance with the provisions of the Lehi City development code;
- G. To hear and decide appeals from the actions of the development review committee; and
- H. To adopt bylaws, policies, procedures and regulations for the conduct of its duties and meetings, for the consideration of applications for development approval, and for any other purposes deemed necessary for the functioning of the commission provided; that, such bylaws, policies, procedures and regulations shall be consistent with the Lehi City development code and shall be approved by the city council before taking effect. (2015 Code)

3-2-3: QUALIFICATIONS FOR MEMBERSHIP:

Members of the commission shall be appointed by the mayor with the advice and consent of the city council from the qualified electors of the city. (2015 Code)

3-2-4: MEMBERSHIP; APPOINTMENT, REMOVAL, TERMS AND VACANCIES:

A. The commission shall be composed of five (5) members to be appointed by the mayor with the advice and consent of the city council. Each member of the city council shall be authorized to submit names of candidates.

B. The mayor, with the advice and consent of the city council, may remove any member of the commission without cause.

C. Members of the commission may be compensated on a per diem basis, based upon the meetings actually attended and reasonable and necessary expenses, as determined by the city council.

D. All members shall serve a term of three (3) years. No member shall serve more than three (3) consecutive terms.

E. At an annual organizational meeting, the members of the commission shall elect one of their members as chair and one of their members as vice chair. In the absence of the chair, the vice chair shall act as chair and shall have all powers of the chair. The chair shall serve a term of one year. No member shall serve as chair for more than two (2) consecutive terms.

F. The chair, or in the chair's absence the vice chair, shall administer oaths, shall be in charge of all proceedings before the commission, and shall take such action as necessary to preserve order and the integrity of all proceedings before the commission. (2015 Code)

3-2-5: ALTERNATE MEMBERS:

A. The mayor, with the advice and consent of the city council, may appoint up to two (2) alternate planning commissioners who may act with the full powers and duties of a regular planning commissioner, however, an alternate member may vote only in the absence of a regular member. The senior alternate member will be the first to replace an absent regular member.

B. Except for illness or other unforeseen circumstances, regular members shall notify the Recording Secretary at least one (1) week in advance of a meeting if they are unable to attend so that an alternate member can be prepared to attend in their place.

B. Alternate members may attend a meeting even if all regular members are present. However, they will sit in the audience and not participate in the discussion and debate with the regular members.

C. Alternate members shall not vote in the place of a member who abstains from voting unless that member completely withdraws from the discussion and removes themselves from the commission table during the consideration of the matter upon which the commissioner abstains. Under such circumstances, the alternate member may sit as a replacement for the regular member for that particular agenda item.

D. The appointment and participation of alternate members does not increase the number of members of the commission nor does it increase the number of members constituting a quorum required to take action. When an alternate member fills in for an absent or abstaining regular member, such alternate is considered to be a regular member for the purpose of that meeting or agenda item.

E. Alternate members shall serve a term of three (3) years. (2015 Code)

3-2-6: RECORDING SECRETARY:

The mayor shall appoint a recording secretary to serve the commission. The recording secretary shall keep the minutes of all proceedings of the commission, which minutes shall be the official record of all proceedings before the commission, attested by a majority vote of the members of the commission. The recording secretary shall maintain all records of commission meetings, hearings and proceedings, and handle the correspondence of the commission. (2015 Code)

3-2-7: QUORUM AND NECESSARY VOTE:

No meeting of the commission may be called to order, nor may any business be transacted without a quorum consisting of at least three (3) members of the commission being present. The chair shall be included for purposes of establishing a quorum and shall act as a voting member of the commission. All actions shall require the vote of a majority of the members of the commission. (2015 Code)

3-2-8: MEETINGS, HEARINGS AND PROCEDURE:

- A. The commission shall establish a regular meeting schedule.
- B. Special meetings may be requested by the city council, the chair of the commission, or a majority of the members of the commission.
- C. If a matter is postponed due to lack of a quorum, the chair shall reschedule the matter to the next available commission meeting. The recording secretary shall notify interested parties and all members of the commission of the date of the continued meeting. (2015 Code)

City Council Agenda Item Report

Meeting Date: January 24, 2023

Submitted By: Teisha Wilson

Submitting Department:

Item Type: Ordinance

Agenda Section: Regular Agenda

Subject:

Consideration of Ordinance #10-2023 adopting the Alpine Highway Economic Development Project Area Plan as approved by the Redevelopment Agency of Lehi City as the official Economic Development Project Area Plan for the Project Area, and directing that notice of the adoption be given as required by statute.

Suggested Action:

Attachments:

[Ord 10-2023.docx](#)

[Apline Highway EDA Extension Plan Draft .docx](#)



LEHI CITY

ORDINANCE NO. _____

AN ORDINANCE ADOPTING THE AMENDED ALPINE HIGHWAY ECONOMIC DEVELOPMENT PROJECT AREA PLAN, AS APPROVED BY THE REDEVELOPMENT AGENCY OF LEHI CITY, UTAH, AS THE OFFICIAL ECONOMIC DEVELOPMENT PROJECT AREA PLAN FOR THE PROJECT AREA, AND DIRECTING THAT NOTICE OF THE ADOPTION BE GIVEN AS REQUIRED BY STATUE.

WHEREAS the board of the Redevelopment Agency of Lehi City, Utah (the “Agency”), having prepared an amended Project Area Plan (the “Plan”) for the Alpine Highway Economic Development Project Area (the “Project Area”), pursuant to Utah Code Annotated (“UCA”) 17C-3-106 and having held the required public hearing on the Plan on February 22nd 2023, pursuant to UCA 17C-3-102, adopted the Plan as the Official Plan for the Project Area; and,

WHEREAS the Utah Community Reinvestment Agency Act (the “Act”) mandates that, before the community reinvestment project area plan approved by the agency under UCA 17C-3-102 may take effect, it must be adopted by ordinance of the legislative body of the community that created the agency in accordance with UCA 17C-3-106

NOW, THEREFORE, BE IT ORDAINED BY THE LEHI CITY COUNCIL AS FOLLOWS:

1. The Lehi City Council hereby adopts and designates the Project Area Plan, as approved by the Agency, Board, as the official Economic Development plan for the Project Area (the “Official Plan”), covering the area described in **EXHIBIT A**, attached hereto.
2. City staff and its consultants are hereby authorized to prepare and to publish or cause to be published the notice required by UCA 17C-3-107, whereupon the Official Plan shall become effective pursuant to UCA 17C-3-107(2).
3. Pursuant to UCA 17C-3-107(4), the Agency may proceed to carry out the Official Plan upon its adoption.
4. This Ordinance is necessary for the immediate preservation of the peace, health, safety, or welfare of Lehi City and shall become effective upon passage and publication of a summary as provided by law.

PASSED and **APPROVED** by the City Council of Lehi City, State of Utah, this 24th day of January, 2023.

LEHI CITY

Mark Johnson, Mayor

ATTEST:

Teisha Wilson, City Recorder

EXHIBIT A – Project Area Legal Description

This description is for Alpine Highway EDA

Existing Area #1 Description

Legal Description: COM N 447.44 FT & E 525.08 FT FR S 1/4 COR. SEC. 28, T4S, R1E, SLB&M.; N 7 DEG 36' 13" W 561.63 FT; N 57 DEG 40' 47" E 197.97 FT; N 32 DEG 19' 13" W 130 FT; N 57 DEG 40' 50" E 470 FT; N 32 DEG 19' 13" W 292.14 FT; N 57 DEG 40' 47" E 927.5 FT; N 14 DEG 38' 7" W 470.87 FT; N 75 DEG 21' 53" E 850 FT; S 14 DEG 38' 7" E 393.2 FT; S 74 DEG 14' 9" E 895.77 FT; S 15 DEG 45' 51" W 356.2 FT; S 74 DEG 14' 9" E 434.88 FT; S 15 DEG 45' 51" W 1123.8 FT; N 74 DEG 14' 9" W 945.26 FT; S 81 DEG 45' 51" W 494.18 FT; S 57 DEG 45' 51" W 643.51 FT; S 81 DEG 48' 12" W 794.6 FT TO BEG. AREA 99.853 AC.

Expansion Area #2 Description

Legal Description: COM S 1080.18 FT & E 479.62 FT FR S 1/4 COR. SEC. 28, T4S, R1E, SLB&M.; N 4 DEG 2' 40" W 2637.03 FT; N 83 DEG 28' 20" E 283.68 FT; N 53 DEG 5' 33" E 1215.71 FT; S 14 DEG 38' 7" E 102.07 FT; S 57 DEG 40' 48" W 927.49 FT; S 32 DEG 19' 14" E 292.14 FT; S 57 DEG 40' 52" W 470 FT; S 32 DEG 19' 14" E 130 FT; S 57 DEG 40' 48" W 197.97 FT; S 7 DEG 36' 14" E 561.63 FT; N 81 DEG 48' 11" E 794.59 FT; N 57 DEG 45' 50" E 643.51 FT; N 81 DEG 45' 50" E 494.19 FT; S 74 DEG 14' 11" E 945.25 FT; N 15 DEG 45' 51" E 1123.8 FT; N 74 DEG 14' 7" W 434.88 FT; N 15 DEG 45' 51" E 356.12 FT; N 74 DEG 14' 7" W 895.76 FT; N 14 DEG 38' 6" W 393.2 FT; N 75 DEG 21' 19" E 132.09 FT; S 7 DEG 33' 50" E 420.33 FT; S 74 DEG 14' 9" E 1731.39 FT; S 1 DEG 24' 45" W 3123.32 FT; S 89 DEG 42' 0" W 238.35 FT; N 80 DEG 51' 23" W 438.82 FT; S 89 DEG 42' 0" W 2581.54 FT; S 77 DEG 58' 28" W 239.83 FT; N 85 DEG 20' 33" W 82.17 FT TO BEG. AREA 182.835 AC.

AMENDED ALPINE HIGHWAY ECONOMIC DEVELOPMENT PROJECT
AREA PLAN

January 24, 2023



LEHI CITY REDEVELOPMENT AGENCY

Prepared by Marlin Eldred, Economic Development Director, Lehi City

Section 1: Introduction

The Lehi City Redevelopment Agency (the “Agency”) is looking at expanding the Alpine Highway Economic Development Area as an opportunity for growth in both personal and real property tax and have prepared the following plan (“Plan”). This Plan has been prepared in compliance with Utah State Code 17C and considers the economic impacts of commercial, retail, industrial and housing development as it relates to a return on investment for the community while also providing a return on the investment made by the development community. The current property encompassed by the Economic Development Area (“EDA”) is a combination of vacant land and an existing 1M square foot semiconductor 300MM Chip Manufacturing Plant. This project was started in 1995 under Micron and was purchased by Texas Instruments in Oct 2020. The purpose of this plan is to examine the opportunity to build a second fabrication plant and contemplate extending the existing incentives for both existing and new construction. The vacant land around the existing facility is not the highest and best use of the property for real and personal property and sales and use tax generation. The goal of the EDA was to incentivize the construction and utilization of the exiting plant and analyze the opportunity to extend the EDA for the contemplated new construction and to create a mechanism to fulfill the public infrastructure obligations that the new development will require of Lehi City. The taxing entities in preliminary discussions has shown a desire to extend the EDA because it is in the best interest of its residents to grow the personal and real property and corporate income tax. The purpose of this plan is to evaluate the opportunity for the time frame extension and incorporation of additional property into the Alpine Highway Project Area by breaking out how the EDA will work, mechanisms used for incentives and a return on investment for the community and taxing entities.

This plan follows Utah Code Annotated (UCA) Title 17C Chapters 1 and 3 (Utah Limited Purpose Local Government Entities – Community Reinvestment Agency Act). Requirements of the Act include notice and hearing obligations. The Agency must show that these requirements have been met in order to complete the EDA

This document is prepared in good faith as a current reasonable estimate of the economic impact of this project. Fundamental economic and other circumstances may influence the actual impact. With these assumptions, the information contained within this report represents the reasonable expectations of the project. The Agency makes no guarantee that the projections contained in this Plan document or in the Budget for the Project Area accurately reflect the future development within the Project Area. Further, the Agency specifically reserves all powers granted to it under the Act, as amended; this Plan shall not be interpreted to limit or restrict the powers of the agency as granted by the Act.

Section 2: Definitions

As used in the Plan:

2.1 “Act” means Title 17C of the Utah Code Annotated (UCA) 1953, as amended: the Utah Limited Purpose Local Government Entities – Community Reinvestment Agency Act, as amended, or such successor law or act as may from time to time be enacted.

2.2 “Agency” means the Lehi City Redevelopment Agency, created and operated pursuant to UCA 17C-1-101 and its predecessor or successor status, as designated by Lehi City to act as the redevelopment agency.

2.3 “Agency Board” means the governing body of the Agency.

2.4 “Base Taxable Value” has the same meaning as in the Act (UCA 17C-1-102(8)). “Base Taxable Value” is synonymous with “Base Year Taxable Value”, “Base Year Value”, and “Base Value”.

2.5 “Base Tax Amount” means a sum equal to the tax revenue arising from the Project Area during the Base Year, which is calculated as the product of the Base Taxable Value and the certified tax rate in effect during the Base Year.

2.6 “Base Year” means the year of the Base Taxable Value as will be set in the interlocal agreements with the Agency as contemplated by UCA 17C-1-102(9)(d).

2.7 “Bond” means any bonds, notes, interim certificates, or other obligations issued by an agency.

2.8 “City” means Lehi City, a political subdivision of the State of Utah.

2.9 “Comprehensive General Plan” or “General Plan” means the general plan adopted by the City under UCA § 10-9a-401.

2.10 “Community Reinvestment” means development activities within a community, including the encouragement, promotion or provisions of development as provided for in the Act.

2.11 “Economic Development Project Area Plan” means a project area plan adopted under Chapter 3, Part 1, Economic Development Project Area Plan.

2.12 “Governing Body” means (a) in reference to the Lehi City Redevelopment Agency; the Board of the Agency, or (b) if used in reference to Lehi City, City Council of Lehi City.

2.13 “Project Area” means the Alpine Highway Economic Development Project Area, per resolution of the Lehi City Redevelopment Agency.

2.14 “Property Taxes” means all levies on an ad valorem basis upon land, real property, personal property, or any other property, tangible or intangible.

2.15 “Taxing Entity Committee” means a committee of 2 representatives from Lehi City, Alpine School District, Utah County and 1 State School Board Representative and 1 at large representing the other taxing districts. The TEC is comprised of 8 members in total.

2.16 “Taxing Entities” means the public entities, including the state, county, city, school district, special service district, or other public body, which levy property taxes on any parcel or parcels of property located within the Project Area.

2.17 “Tax Increment” means that portion of the taxes levied each year in excess of the base tax amount, which excess amount is paid into a special fund of the Agency, pursuant to UCA 17C-1-102(60)(a) and Part 5 of UCA Chapter 17C-1, as amended.

2.18 “Tax Year Real and Personal Property” means the 12 month period between sequential tax role equalizations (November 1st through October 31st) of the following year, e.g., the Nov 1, 2021 – Oct 31, 2022 tax year.

2.19 “Tax Year Sales Tax” means the 12 month period between January 1st through December 31st of the previous year, e.g., January 1, 2021 – December 31, 2021 tax year.

Section 3: Boundary Description and Map of the Economic Development Project Area (17C-3-103(1)(a))

The project area is entirely located within the legal boundaries of Lehi City. It is directly North of Timpanogos Highway and 4000 North. The Project Area as originally created included approximately 99.85 acres of land as recorded in the Utah County Recorder’s office. This amended Plan encompasses approximately 183 additional acres that is contiguous to the existing property in the EDA.

Through the adoption of this amended Plan, the Project Area now encompasses two parcels as outlined on the map attached hereto as APPENDIX A (the “Project Area Map”). Both properties are owned by Texas Instruments.

A legal description of the expanded Project Area is attached as APPENDIX B.

Section 4: Project Area Characteristics and How They Will be Affected by Project Area Development (17C-3-103(1)(b))

Land Uses in the Project Area

The existing Project Area is currently zoned Technical/Manufacturing (TM) designation. The expansion area falls within the same TM designation. The general plan shows the property as Technical/Manufacturing. The city zoning and general plan are both in alignment as to the land designation and desired buildout. Per Lehi City Development Code, Chapter 5 Zoning Districts, Table 05-

020-O, “The Technology and Manufacturing (T-M) District is to provide for and encourage the development of well-planned and designed technological and manufacturing parks. These areas are characterized by uses such as research, development, manufacturing, fabrication, processing, storage, warehousing and wholesale distribution. These areas are to be located in proximity to adequate transportation facilities and infrastructure so that the needs of these users may be met in an efficient manner with consideration to adjoining uses.” The current zoning allows the current and anticipated expanded use to be permitted within the zone. All contemplated new development must follow proper planning and zoning ordinances and requirements and be approved by Lehi City after being duly-noticed in a public meeting. All intended uses are permitted uses within the EDA area.

Layout of Principal Streets in the Project Area

The area is just North of Timpanogos Highway off Flash Drive. The entrance into the industrial park has its own on and off exit on Timpanogos Highway. This leads to a current road system that allows access to multiple employee and visitor parking lots. The new expansion will require more road infrastructure to be installed for the intended growth of employment and to create a continuous flow of traffic. With the expansion it will also require more warehouse, storage and dock space for storage, loading and offloading of raw goods and finished product. This will require more roads to be constructed within the industrial park.

Population in the Project Area

As of the 2020 Department of Workforce Services census information, Lehi has a population of 75,907. According to the State of Utah, Lehi City has grown 4.6% from 2017 to 2018 according to the United States Census. Currently there is one 1M square foot existing building on the site. The expansion opportunity will require another 1M Square Foot facility to be built with 350K+ square feet of clean room space. It's anticipated that an additional 800 employees will be hired. There are no single or multifamily homes on the property site and none are intended or contemplated. The intended development on the property site has no impact on existing or future homes in Lehi City from a development perspective.

Building Intensities in the Project Area

Development in the Project Area was and will be required to follow all planning and zoning ordinances as they currently exist or that might be amended in the future to include design and development standards. The proposed Project Area will contain one more industrial building. The two buildings combined in square footage will be over 2M square feet. This will encompass approximately 140+ acres.

Section 5: Standards That Will Guide Project Area Development (17C-3-103(c))

Development Objectives

The Agency and the City want the Project Area to develop into an industrial park with large investment in personal and real property. The existing facility is valued at approximately \$850M. When the existing facility is re-tooled it is anticipated that the assessed value will be \$1.1B. It's also anticipated that when the new facility is completed and completely tooled it will also have an evaluation of \$3.2B making the total evaluation of the industrial park at \$4.3B in assessed value. It is the City's and residents' desire to see the Project Area developed in such a manner as it will bring significant tax revenue to the taxing entities and continue to be an employer of choice.

Design Objectives

The property is zoned as technical manufacturing with all proposed uses being permitted. The developer will be held to the highest standards per the City general plan, planning and zoning ordinances, and other applicable building codes and ordinances of the City. Texas Instruments has always showcased all their plants as centers of excellence. It is anticipated this facility will be developed to a higher standard than required by code. The industrial space will be built in a manner comparable to what is already developed in the surrounding area and/or to a higher standard.

All proposed development will be submitted to the City via the normal development approval process, which includes site plans containing development data and any other appropriate material describing the development, land coverage, setbacks, heights, off-street parking to be provided, and any other information as deemed appropriate by the City.

Section 6: How the Purposes of the Act Will be Attained (17C-3-103(d))

Title 17C of the Utah Code contains the following definition of Project Area Development:

“Project area development” means activity within a project area that, as determined by the board, encourages, promotes, or provides development or redevelopment for the purpose of implementing a project area plan, including:

- (a) promoting, creating, or retaining public or private jobs within the state or a community;
- (b) providing office, manufacturing, warehousing, distribution, parking, or other facilities or improvements;
- (c) planning, designing, demolishing, clearing, constructing, rehabilitating, or remediating environmental issues;
- (d) providing residential, commercial, industrial, public, or other structures or spaces, including recreational and other facilities incidental or appurtenant to the structures or spaces;

- (e) altering, improving, modernizing, demolishing, reconstructing, or rehabilitating existing structures;
- (f) providing open space, including streets or other public grounds or space around buildings;
- (g) providing public or private buildings, infrastructure, structures, or improvements;
- (h) relocating a business;
- (i) improving public or private recreation areas or other public grounds;
- (j) eliminating a development impediment or the cause of a development impediment;
- (k) redevelopment as defined under the law in effect before May 1, 2006; or
- (l) any activity described in Subsections (47)(a) through (k) outside of a project area that the board determines to be a benefit to the project area.

(Utah Code § 17C-1-102(48)).

The creation of the Project Area furthers the attainment of the purposes of Title 17C by addressing the following objectives:

Provision of development that enhances economic and quality of life basis. The Project and Project Area will provide numerous economic and community benefits including the creation of approximately 800 new full-time equivalent jobs (“FTE”) within Lehi City, and the generation of a significant amount of new personal and real property tax revenues for the City and all taxing entities.

Stimulation of associated business and economic activity by the development. This Project will meaningfully enhance the City’s tax base as well as all other taxing entities through personal and real property. The direct and indirect impact provided by the creation of new jobs to the existing local economy will be significant. Local businesses that will benefit include hotels, restaurants, suppliers and vendors servicing new facilities in the Project Area. Texas Instruments and 300MM Fabrication Plants draw secondary and tertiary businesses to include suppliers, maintenance, tooling and fabrication, distribution chain and more.

The Project will achieve the following:

1. Enhance employment and income opportunities for community residents by offering employment opportunities within the Alpine Highway Economic Development area.
2. Increase the diversity of the tax base and increase the resources available for performing governmental services.
3. Encourage and support the efficient use of undeveloped land within Lehi City.
4. Support and encourage appropriate public and private development efforts in the community.

Section 7: How the Plan is Consistent With the City's General Plan (17C-3-103(e))

This Plan and the development contemplated within the Project Area does conform to the City General Plan, Land Use Regulations and the Lehi City Development Code. The current Lehi City Zoning Map shows the development being designated as technical manufacturing. The Lehi City Planning and Zoning Ordinance calls out the project area as technical manufacturing zoning. The ordinance defines the technical manufacturing zone as: "Is to provide for and encourage the development of well planned and designed technology and manufacturing parks. These areas are characterized by uses such as research, development, manufacturing, fabrication, processing, storage, warehousing, and wholesale distribution. These areas are to be located in proximity to adequate transportation facilities and infrastructure so that the needs of these users may be met in an efficient manner with consideration to adjoining uses." The current industrial park is located along Timpanogos Highway which is a main connector to I-15 with access to anywhere in the United States. The park is also located within 40 minutes of the Salt Lake International and Inland Port Authority. The Alpine Highway EDA Plan is aligned with the current zoning maps, Lehi City General Plan and Lehi City Planning and Zoning Ordinances for this project.

Section 8: Describe How The Project Area Development Will Create Jobs in The Project Area (17C-3-103(f))

The project will create construction, part time and full time jobs. It's anticipated that there will be over 1,200 construction jobs created for 2 – 3 years while the new plant is being built. Construction jobs will range from concrete workers, steel framers, roofers, etc. These workers are needed to build the shell and internal wall structures. Workers will be needed to install all the tracking systems in the clean rooms, facilitate installation of equipment for the fiber wafers, build out electronic monitoring system, etc. These jobs will range from general contract labor to special design and installation engineers. Once the plant is operational it's anticipate that there will be 800 new employees hired. These jobs will pay an average of \$110,000 per year salary with benefits, stock options in company, 401K, and bonus potential. The current owner has been hiring new employees for the existing plant to get it fully operational. It's anticipated that they will continue the relationship with Utah Valley University in educating material handlers and other technicians for the plant. Alpine School District has also shown an interest in working with them to create internships for high school students as well as promoting the technical skilled jobs needed for the future.

Section 9: Describe How The Project Area Development Will Eliminate or Reduce any Development Impediment in The Project Area (17C-3-103(g))

The project area is considered green belt or raw land where the new plant will be built. There is currently a 1M square foot facility located in the project area that has been upgraded and is in current use. It's anticipated this plant will be in production for another 50 years. The existing plant has put in a lot of the infrastructure needed for a new plant expansion. The previous land use was for farming. There are no known impediments to the land that would require an impediment determination.

Section 10: Description of the Specific Projects That Are the Object of the Proposed Project Area Development (17C-3-103(h))

Based on the land owner representations, the proposed use will be to maintain the existing 300MM fabrication facility and build a new 1M square foot facility with approx. 350K square feet of clean room space. This proposed use meets the objectives of the Agency, Lehi City, The Lehi City General Plan and current zoning ordinances for development and financial participation. This development will facilitate upgraded water and sewer extension, storm water retention, electrical upgrade and regional road improvements. Lehi City is working with the company to explore the opportunity to utilize the plant water discharge as a secondary water source. This will reduce the overall discharge charges as well as provide a secondary water solution for Lehi City. Personal and real property tax generation is desired by all taxing entities as this will create a sustainable tax base. This project will be an employer of choice in the State of Utah, generating income tax at the state level.

Section 11: Ways in Which Private Developers Will be Selected to Undertake the Community Development (17C-3-103(i))

The project area was created in 1995 to incentivize Micron to build a 300MM fabrication facility in Lehi. The incentive was re-negotiated in 2008 with a 20 year extension. In 2020 Micron sold the facility and adjoining property. The purpose of this plan is to incentivize the new company in building a second 300MM fabrication facility on their property. There are less than 60 business entities in the world who have the technology and funding to build a facility of this nature. Because of this opportunity, Lehi City wants to work with this project.

The Agency and City will ensure that all development conforms to the Project Area Plan and is approved by the City. All development opportunities will need to be vetted by the City and will include development plans and financial information to support the viability and sustainability of the project and the developer to fulfill all obligations that could or will be required. This process could or will include City

staff and or third party sources to review financial statements, verify the benefit of the development to the City, engineering, appraisal reports, etc.

Any participation between the Agency and TI shall be by an approved written agreement. The Agency will utilize Tax Increment Financing as the incentive tool to help attract the plant expansion. It is for this purpose that the company and the Agency are contemplating extending the existing EDA timeframe and boundaries.

Section 12: Reasons for the Selection of the Project Area (17C-3-103(j))

The Alpine Highway EDA was originally selected by the RDA as an area that showed great growth opportunity as a 300MM fabrication plant. Texas Instruments is going to build a 300MM fabrication plant somewhere in the United States. Utah is one of three states currently being considered for the new plant. In order to be competitive with other states, Lehi and the State of Utah are providing incentives for this project. The Alpine Highway EDA was created to spur/incentivize 300MM chip fabrication plants. An extension of the existing EDA would further the intended use of the property and fabrication facilities. The Alpine Highway Economic Development Project Area was selected by the Agency as an area that shows high potential for growth and tax generation.

Section 13: Descriptions of Conditions Existing in the Area (17C-3-103(k))

The Existing Project Area consists of approximately 100 acres as shown in the Project Area Map. The expanded area will encompass approximately 183 additional acres. The Agency wants to encourage the new development, utilizing infrastructure improvements and other reimbursable costs through the RDA as the incentive that is needed to facilitate the development. The expanded EDA area will grow the tax base of all taxing entities and the economy to provide greater funding sources to continue to meet the demand and services of its residents. The property currently has one 1M square foot facility on the property to include surface parking and internal road infrastructure. Micron installed infrastructure down SR-92 to include sewer and storm drain. With the plant expansion, there will need to be additional public and private infrastructure installed. All the remaining property is vacant and will be used as a buffer for the facility. Road infrastructure will need to upgrade as well to include transit and the highway systems.

Section 14: Descriptions of Some Incentives Offered to Developer(s) or Land Owner(s) For Locating Facilities in the Project Area (17C-3-103(l))

The following describes incentives the Agency intends to offer within the Project Area to Texas Instruments to improve and develop the property within the Project Area.

1. The Agency intends to utilize personal and real property tax generated from the development that is approved by a Taxing Entity Committee for payment of required infrastructure improvements, and other expenditures as allowed by the Act and approved by the Agency.
2. The company will receive the Tax Increment Financing as negotiated by a written agreement and as approved and outlined in the adopted Project Area Budget and as allowed by the Act.

All incentives and payments to Texas Instruments will be on a post-performance basis and will be offered only according to the terms of a written Agreement that adequately protects the Agency and the taxing entities by ensuring performance by the participant prior to the payment of any reimbursement or incentive from the agency to the participant. Subject to the provisions of the Act, the Agency may agree to pay for eligible development costs and other items from such tax revenues for the period of time the Agency and the taxing entities may deem appropriate under the circumstances.

Section 15: Result of the Public Benefit Analysis Performed by the Agency (17C-3-103(m))

The public benefit analysis required by UCA § 17C-3-103(l) is described in greater detail in Appendix D, attached hereto. In summary, the Agency's public benefit analysis found that the creation of the Project Area, the provision of certain incentives, and other agency activities as described in this Plan and allowed by the Act will provide significant public benefits to the Project Area and the greater Lehi City area.

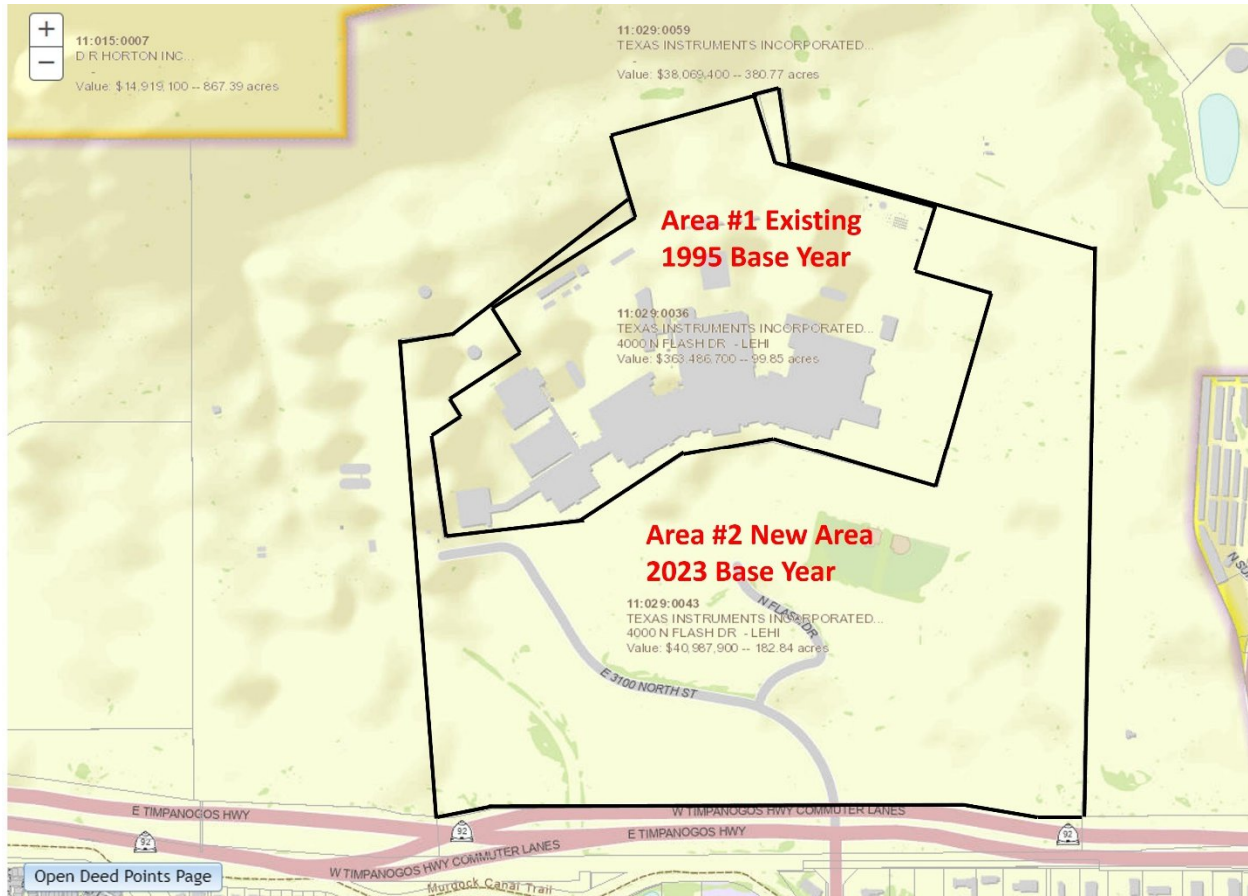
Section 16: Other Information (17C-3-103(n))

There are no existing buildings or uses in the project area that are included in, or eligible for inclusion in, the National Register of Historic Places or the State Register.

Section 17: EDA Expansion Subject to Taxing Entity Committee or Interlocal Agreements (17C-3-103(o))

The Project Area will be subject to a Taxing Entity Committee in order to obtain funding for project area development. The RDA will convene a TEC meeting per Title 17C to include all public noticing and ensuring TEC members are appointed to the board. Upon approval, disapprove or approve with modifications, the RDA will take appropriate action.

APPENDIX A - Project Area Map



APPENDIX B – Project Area Legal Description

This description is for the expansion of the Alpine Highway EDA

Existing Area #1 Description

Legal Description: COM N 447.44 FT & E 525.08 FT FR S 1/4 COR. SEC. 28, T4S, R1E, SLB&M.; N 7 DEG 36' 13" W 561.63 FT; N 57 DEG 40' 47" E 197.97 FT; N 32 DEG 19' 13" W 130 FT; N 57 DEG 40' 50" E 470 FT; N 32 DEG 19' 13" W 292.14 FT; N 57 DEG 40' 47" E 927.5 FT; N 14 DEG 38' 7" W 470.87 FT; N 75 DEG 21' 53" E 850 FT; S 14 DEG 38' 7" E 393.2 FT; S 74 DEG 14' 9" E 895.77 FT; S 15 DEG 45' 51" W 356.2 FT; S 74 DEG 14' 9" E 434.88 FT; S 15 DEG 45' 51" W 1123.8 FT; N 74 DEG 14' 9" W 945.26 FT; S 81 DEG 45' 51" W 494.18 FT; S 57 DEG 45' 51" W 643.51 FT; S 81 DEG 48' 12" W 794.6 FT TO BEG. AREA 99.853 AC.

Expansion Area #2 Description

Legal Description: COM S 1080.18 FT & E 479.62 FT FR S 1/4 COR. SEC. 28, T4S, R1E, SLB&M.; N 4 DEG 2' 40" W 2637.03 FT; N 83 DEG 28' 20" E 283.68 FT; N 53 DEG 5' 33" E 1215.71 FT; S 14 DEG 38' 7" E 102.07 FT; S 57 DEG 40' 48" W 927.49 FT; S 32 DEG 19' 14" E 292.14 FT; S 57 DEG 40' 52" W 470 FT; S 32 DEG 19' 14" E 130 FT; S 57 DEG 40' 48" W 197.97 FT; S 7 DEG 36' 14" E 561.63 FT; N 81 DEG 48' 11" E 794.59 FT; N 57 DEG 45' 50" E 643.51 FT; N 81 DEG 45' 50" E 494.19 FT; S 74 DEG 14' 11" E 945.25 FT; N 15 DEG 45' 51" E 1123.8 FT; N 74 DEG 14' 7" W 434.88 FT; N 15 DEG 45' 51" E 356.12 FT; N 74 DEG 14' 7" W 895.76 FT; N 14 DEG 38' 6" W 393.2 FT; N 75 DEG 21' 19" E 132.09 FT; S 7 DEG 33' 50" E 420.33 FT; S 74 DEG 14' 9" E 1731.39 FT; S 1 DEG 24' 45" W 3123.32 FT; S 89 DEG 42' 0" W 238.35 FT; N 80 DEG 51' 23" W 438.82 FT; S 89 DEG 42' 0" W 2581.54 FT; S 77 DEG 58' 28" W 239.83 FT; N 85 DEG 20' 33" W 82.17 FT TO BEG. AREA 182.835 AC.

APPENDIX D – Public Benefit Analysis

The following benefit analysis is presented to meet the requirements of the Act. The analysis is an adaptation of previous requirements which provides an in-depth analysis.

The analysis shall consider

- (a) A reasonableness of the costs of the proposed project area development
- (b) Efforts that have been taken or will be taken to maximize private investment
- (c) The rationale for use of project area funds, including an analysis of whether the development might occur in the foreseeable future solely through private investment
- (d) An estimate of the total of project area funds to be spent on the project area development and the length of time the funds will be spent
- (e) The anticipated public benefit derived from the proposed project area development including;
- (f) The beneficial influences on the community's tax base
- (g) The associated business and economic activity the proposed project area development will stimulate
- (h) The number of jobs or employment anticipated to be generated or preserved

The following is the public benefit analysis showing the benefit to be derived from the financial assistance and any other public assistance provided to Texas Instruments for the proposed development in the Project Area. This is intended to provide a framework for the Agency to make critical decisions and show whether it is good policy and in the interest of Lehi City Redevelopment Agency to invest agency funds in the Project Area. This document is prepared in good faith as an estimate of the economic impact of this project. Market conditions and unforeseen forces could influence the project in a favorable or unfavorable way. The information contained herein is considered to be an accurate accounting and reasonable expectations of the project.

Introduction of Project

The benefit analysis analyzes the potential increment generated through personal and real property tax revenue for the project area. It identifies the net benefit or loss to the Agency and Lehi City. The proposed project includes Existing 100 Acres and Expanded 40 acres to be developed. Currently there is a 1M Square foot 300MM Fabrication Facility with 462K square feet of clean room and an anticipated expansion of 1M square feet of 300MM Fabrication Facility with 350K square feet of clean room space. This development is consistent with the Lehi City General Plan and Planning and Zoning Ordinances. This development is intended to serve Lehi City and State of Utah residents in providing needed job centers, for the area. The overall benefit and investment brought to the project includes greater personal and real

property tax levies, higher and better use of vacant land and public infrastructure. Per Utah State Code 17C-3-202 there will not be a 20% set aside for low to moderate income housing and or projects that will benefit low to moderate income housing. The original budget was approved in 1995 and a request will be made of the TEC committee to waive the 20% set aside.

This analysis contemplates private investment in the proposed project area to be estimated at \$7.5B billion to \$11.2B billion. This is the anticipated cost with equipment for the new fabrication facility. The existing facility has already received over \$2B billion in new equipment and upgrades since the existing facility was purchased in 2021. The overall new taxable personal and real property value will be approximately \$2,387,580,065 at stabilization. Stabilization is considered the point where the plants are completely filled with tooling equipment and all space has been built out. New equipment will be needed as part of the maintenance process but this takes into account depreciation on the equipment. It's anticipated \$18,842,871 average will be generated on an annual basis with \$644,646,617 million being generated over the 30 years of which the company would receive \$451,252,632 million. The economic benefit resulting from the construction of the project includes; both short term and long term employment opportunities, local purchases of goods and services by local residents and employees constructing the development, purchase of utilities and increased tax revenue to the state and local governments. This report identifies the potential tax revenue that may be generated from an increase in personal and real property value resulting from the development.

Project Development Overview

It is proposed the Economic Development Area be expanded and extended for another 30 years for the purpose of developing a new Fabrication Facility and to be competitive against other state incentives. It is anticipated that the expansion of the Alpine Highway EDA will contribute greatly to the economic well-being of the community through personal and real property tax generation.

The project area is currently zoned Technical Manufacturing by the Planning and Zoning Ordinances and Technical Manufacturing on the General Plan. Technical Manufacturing promotes the use of manufacturing to create technology. The existing and new fabrication plants embody this zoning designation.

Capital Investment Projections for Personal and Real Property.

The Project Area currently resides in a Technical Manufacturing zone and was vacant land when the development was proposed in 1995. The current base value is \$505,973 which generates \$3,993.00 in taxes annually. The base year is set for 1995. (Note: The Agency will only request participation for personal or real property taxes from taxing entities.) The Alpine Highway Economic Development Project Area is anticipated to have a base value of \$2,387,580,065 average at full buildout. Per the Community Reinvestment Agency Act, the Lehi City Redevelopment Agency is authorized to provide funding for the Project Area Plan through 2/3 majority vote of the Taxing Entity Committee of the property taxes

generated within the Project Area. The Agency must follow the Taxing Entity Committees decision on how much the RDA will receive from each taxing entity. The RDA will enter into an Agreement to Develop Land (ADL) with Texas Instruments that will determine how much of the funding they will receive. Per Utah State Code, the agency will request the TEC waive the 20% set aside for low to moderate income housing.

Personal and real property tax may help pay for infrastructure costs associated with the Project Area and be utilized as a direct incentive to Texas Instruments. The estimated future personal and real property tax increment cash flows are projected in additional detail in Schedule 1 attached as Appendix E.

Evaluation of Reasonableness of Economic Development Costs

It is anticipated that an estimated \$18,842,718 will be generated annually in Personal and Real Property. Of which the company would get %70 (13,189,947) with 30% (\$5,652,834) being split between Lehi City and Alpine School District at 44%, Utah County at 12% and nothing to the other taxing entities. This would equate to a total budget for personal and real property of approx. \$644,646,617 over 30 years. It is reasonably expected the company will invest \$7B - \$11B in the project to complete the new fabrication facility and annually for inventory and parts. Between Lehi City and the development community there will be over \$40,000,000 invested in infrastructure costs to include extension of utilities within and without the development and road improvements. Costs will be covered by State of Utah, UDOT, UTA, Texas Instruments and through the EDA TIF.

The proposed uses of the funds have been reviewed to evaluate their “reasonableness” of the costs of the proposed project area development. The development pro forma is based on building development market standards as reported in industry publications and contains costs that are considered reasonable for a development of this scale and scope.

Efforts to Maximize Private Development

Private investment must, to the extent possible be maximized. The total private investment in the project area is estimated at over \$7.5B. Upon completion it is anticipated the taxable value of the project area will grow to over \$4.4B with stabilization at \$2.3B. The difference between investment in the project area and taxable value is due to infrastructure improvements, equipment evaluation and current land assessed value.

The use of tax increment financing can serve as a catalyst or incentive to accelerate private investment and development in an area that would otherwise develop to a lower use or tax generator. If there is no private sector investment, there will be no tax increment financing generated for the project area. It is this private investment that allows public agencies to leverage the increase in tax revenues to construct needed public infrastructure. Leveraging compares the dollar amount privately invested into the project area compared to the dollar amount of tax increment the agency pledges to the project. The leverage

ratio of private to public monies in the Project Area exceeds 25.7 to 1. The leverage ratio, which should be achieved by an economic development project like this one is indeterminate. However, federal economic development programs such as the Small Business Administration require leverage ratios of 3:1 or 5:1 based on the program and the former Urban Development Action Grant shows an overall leverage ratio of 6:1. The leveraging ratio of 25.7:1 is favorable compared to other similar economic development programs.

Rational for use of project area funds, including an analysis of whether the proposed project area development might reasonably occur in the foreseeable future solely through private investment.

In 2008 the Redevelopment Agency entered into a second agreement for Micron plant to be brought to full capacity. This has transpired and the RDA has currently paid out approx. \$85M in TIF. The company is currently looking at multiple sites through the United States for a new 300MM fabrication facility. The Lehi site is being considered for another fabrication plant. To be competitive, The State of Utah, and all other taxing entities need to put forth an attractive incentive package. The United States Government has enacted the Chips legislation which is design to onshore chip manufacturing back to the United States. This incentive is designed to help companies build and expand in the US. The company will be putting in a package to go after this funding and it will be utilized to help build the new plant. Development of the proposed project area will only occur if there is an attractive incentive package.

But for the economic development incentive being considered it is reasonable to assume that this development might not reasonably occur in the foreseeable future. With the fabrication plants costing so much money, Texas Instruments is being very strategic in location as only a handful will be built in the US.

An estimate of the total amount of project area funds that the Agency intends to spend on project area development and length of time over which the project area funds will be spent

It is anticipated that an estimated \$644,646,617 of personal and real property increment will be expended over 30 years to undertake the development of the project area. This plan contemplates extending the existing 2008 agreement for another 30 years starting in 2023. This would extend the current facility and include the new facility. The agency will ask the TEC to waive the 20% set aside for Low to Moderate Housing. The agency will not be collecting an administration fee for this area. The EDA will be based on a 30-year limit or a maximum value has been obtained.

Increment New Taxes Resulting from the Proposed Development

The Public Investment in the project is expected to create an environment that will produce private investment in constructing a new 300MM fabrication facility and will result in increment tax revenues to all taxing entities. As a result of the development it is anticipated that the Project Area will produce an estimated total gross revenue between personal and real property tax of \$644,646,617 over a 30-year period. The following is a schedule of personal and real property to the taxing entities. Per the existing agreement, Alpine School District and Lehi City each get 44% of the 30% with Utah County getting the remaining 12%. All other taxing entities get nothing.

Total Increment Value Generated for Taxing Entities

<i>Taxing Entity</i>	<i>Length</i>	<i>Percentage</i>	<i>Sales Tax</i>	<i>Property Tax</i>
Utah County	30 Years	30%		\$ 23,207,278.00
Alpine School District	30 Years	30%		\$ 85,093,353.00
Lehi City	30 Years	30%		\$ 85,093,353.00
Water Conservancy Districts	30 Years	30%		\$ 00.00
Total Taxes			\$00.00	\$ 193,393,985.00

The proposed budget only analyzes personal and real property tax, it does not include an analysis of sales and use tax, franchise, transient room or any other tax revenue that may or may not be generated in the project area.

The Associated Business and Economic Activity Likely to be Stimulated;

The public investment of Tax Increment is expected to stimulate the following economic activity:

Short Term Construction and Employment

For purposes of this analysis we are assuming a range of 1,200 – 2,000 construction workers on site at any one given time. Average wage for a general laborer construction worker is \$17.21 per hour or \$35,808 (Utah Department of Workforce Services Data) per year. Total estimated payroll during the 3-year construction period is \$129M - \$215M. This equates to approximately 22% of the total overall costs. National averages range between 30% - 35% of total construction costs. It is safe to assume based on the multiplier and national average ranges, the estimated number of workers and payroll is accurate. The remaining 78% of the construction costs will be used for infrastructure, clean room space, materials and overhead.

It is reasonable to expect that construction workers will spend a typical portion of their wages in Lehi City for food, clothing, recreation, transportation and housing which will generate sales and use tax as well as personal and real property tax revenue. There is no way to determine how much of the building materials will be purchased from within Lehi City but it is reasonable to expect that most material will come from within the state therefore providing sales tax revenue to the state and local economies.

Direct Employment

Texas Instruments is anticipating hiring 800 new employees for the new facility. The average wage is \$110,000. This is comprised of a base wage and then opportunities for bonus, profit sharing, incentives for patents, longevity with the company and more. The pay scale and incentives is such to attract and retain talent within the company. These wages are higher than the average household income in Lehi.

Direct Purchases of Supplies and Services

During the development phase, it's anticipated Texas Instruments will utilize Utah companies to source goods and materials for building. While this is not a requirement, the rationalization is they will get better pricing by purchasing local. Upon completion, goods and services will be purchased to maintain the facility. This includes office supplies, janitorial equipment, food services, etc. It is induced there will be a direct and in-direct impact to the local economy through job and income generation and wages being spent in the local economy. Direct jobs also create secondary or support jobs that are viewed by a multiplier or the multiplier effect. The multiplier number shows the economic impact to an area is much larger than just the direct jobs or impact created. Semiconductor plants also have secondary and tertiary companies who locate near a main company to provide services. This creates an economic cluster for an area. This is desirable in the State of Utah as it expands the economic base in higher wage jobs.

Impact on Other Taxing Entities

Under the current EDA development agreement signed 2008 the Redevelopment Agency receives 100% of the tax increment financing. The RDA by agreement then sends 70% of the proceeds to Micron now Texas Instruments. Of the remaining 30%, 44% goes to the Alpine School District and Lehi City with the remaining 12% going to Utah County. All other taxing entities receive no taxes. It's proposed that a request is made of the Taxing Entity Committee to just renew the agreement for another 30 years to include the existing facility and all new development. Because this EDA was created in 1995 it falls under the Taxing Entity Committee. The TEC will vote on the plan and budget and if approved by 2/3 majority vote every taxing entity is bound by that decision. This process circumvents the need to enter into Interlocal Agreements with each taxing entity and sets the same length, percentage and cap amounts. Based on current budget projections and keeping the same percentages for the 30 years, the overall budget is \$644,646,617. Of this, the company would receive \$451,252,632, Alpine School District and Lehi City would each receive \$ 85,093,353, Utah County would receive \$23,207,278, Central Utah Water Conservancy District, North Utah County Water Conservation District, Lehi Metropolitan Water Conservancy District and Traverse Special Service District would receive no funds for the 30 years.

Conclusion

Lehi City Redevelopment Agency is proposing the TEC approve the extension of the existing contract for another 30 years with all other terms remaining the same. This will be the largest incentive the Lehi RDA has put forth for any company. The Lehi facility is competing against at least three other states for the new fabrication facility. There will only be so many fabrication facilities in the United States. There will be winner and loser states. This is an opportunity to help Utah become a major player in the semiconductor fabrication facilities. It is also anticipated that the entire project area will employ over 1,600 employees with higher than average wages for the area. This project is a winner for all taxing entities from income tax to the state to personal and real property to the other taxing entities. Once this project area closes out, it will generate a windfall of taxes for future generations. It will also enhance community safety, prosperity, peace, order and convenience to the community by taking vacant land and utilizing it to a higher and better use.

The Agency seeks to utilize the tax increment as an incentive to reimburse infrastructure costs for the development project and as an incentive to compete against other states. The development would most likely not occur if not for the infrastructure improvement/incentive and the new fabrication facility will not be built and the property would remain vacant producing no personal and real property tax.

The incentive given must be weighed against the value received on a project by project basis over the life of the project. As previously stated, there will be additional economic development that increases the tax base and/or tangible and quantifiable benefits to the City as a result of this development.

In determining whether the appropriation/reimbursement is necessary to accomplish the goals of economic development, job creation and preservation, growth of tax revenues and other public purposes, the Agency should consider what would be paid every year in return for the development of the Project Area and generation of new tax revenues.

The economic benefits to the Alpine Highway Economic Development Area include:

- Total investment estimated at \$7.5B - \$11.2B to include infrastructure, building costs, clean room space, tooling equipment, additional storage space and other costs associated with development.
- Short term construction employment of 1,200 – 2,000 workers with an estimated payroll of \$129M – \$215M. This is wage and doesn't take into account any spending or needed consultation on site.
- New direct employment of approximately 800 full and part-time jobs as well as retaining 800 full and part-time jobs.
- Multiplier effect of additional jobs created in the City as support services for the direct employment.
- Purchases of goods or services from local vendors during and after construction

- Immediate new growth in the tax revenues due to land being developed from vacant lot to new 300MM Semiconductor Fabrication Plant.
- A continued economic and commercial diversification of Lehi City and the state.

Without extending the Alpine Highway Economic Development Area and providing tax increment assistance to Texas Instruments this development will not occur. The coverage of infrastructure costs and incentive are intended to attract the new semiconductor fabrication facility. The alternative is that the fabrication facility locates to another state and we lose any future opportunity.

The Alpine Highway Economic Development Area meets all the requirements as set forth in Utah Code title: 17C-3-103 regarding the proposed Project Area. The Alpine Highway Economic Development Area in Lehi City will provide a beneficial influence upon the tax base of the City, will stimulate business and associated economic activity, promote the public peace, health, safety and welfare of Lehi City.

There are substantial economic benefits associated with the personal and real property tax increment investment to Lehi City and all other taxing entities in extending the Alpine Highway Economic Development Project Area.

APPENDIX E

Alpine Highway EDA Extension									
2022									
	Year	-2-	-1-	0	1	2	3	4	5
Increment Property Tax	Payment Year Tax Year	2023	2024	2025	2026	2027	2028	2029	2030
Capital Investment (New Development):									
Personal property				\$ -	\$ -	\$ 450,000.00	\$ 700,000.00	\$ 800,000.00	\$ 900,000.00
Real property				\$ 1,050,000.00	\$ 2,000,000.00	\$ 650,000.00	\$ 2,000,000.00	\$ 2,000,000.00	\$ 2,000,000.00
Total Capital Investment				\$ 1,050,000.00	\$ 2,000,000.00	\$ 1,100,000.00	\$ 702,000.00	\$ 802,000.00	\$ 902,000.00
Tax Rate (updated per call)	Average			0.009000	0.009000	0.009000	0.009000	0.009000	0.009000
Current Base Value (Land on Real Property)		\$ 253,366.55		\$ 253,366.55	\$ 253,366.55	\$ 253,366.55	\$ 253,366.55	\$ 253,366.55	\$ 253,366.55
Total Assessed Value New Development (Personal Property)		\$ 452,659,000.00		\$ -	\$ -	\$ 211,500,000.00	\$ 482,000,000.00	\$ 722,000,000.00	\$ 930,500,000.00
Total Assessed Value New Development (Real Property)		\$ 1,366,577,294.09		\$ 292,500,000.00	\$ 1,308,937,500.00	\$ 1,909,946,062.50	\$ 1,864,664,966.94	\$ 1,819,510,936.91	\$ 1,775,973,065.99
Minus Base Value		\$ 1,818,962,927.54		\$ 292,246,633.45	\$ 1,308,684,133.45	\$ 2,121,210,695.55	\$ 2,345,911,594.39	\$ 2,541,257,070.36	\$ 2,706,219,699.44
Total Increment Value		\$ 14,355,255.42		\$ 2,630,219.70	\$ 11,778,157.20	\$ 19,090,896.26	\$ 21,113,204.35	\$ 22,871,317.23	\$ 24,355,977.29
Total Increment Value Generated (Projected 2022 tax rate to the 0.009 Est Rate)									
Utah County	0.000744				\$ 217,431.50	\$ 973,661.00	\$ 1,576,180.76	\$ 1,745,358.23	\$ 1,890,495.50
Alpine School Dist	0.006455				\$ 1,883,529.55	\$ 8,434,469.24	\$ 13,671,202.94	\$ 15,119,400.23	\$ 16,378,050.55
Lehi City	0.001340				\$ 1,753,656.74	\$ 1,753,656.74	\$ 2,842,422.33	\$ 3,143,521.54	\$ 3,405,285.01
Water Conservancy Districts Combined	0.000471				\$ 19,646.16	\$ 616,590.23	\$ 999,090.24	\$ 1,104,924.36	\$ 1,196,932.27
Total Taxes	0.009000				\$ 2,630,219.70	\$ 11,778,157.20	\$ 19,090,896.26	\$ 21,113,204.35	\$ 22,871,317.23
Property Tax Increment for Budget New Development									
Utah County					\$ 152,202.05	\$ 681,562.70	\$ 1,104,726.53	\$ 1,221,750.76	\$ 1,323,486.89
Alpine School Dist					\$ 1,318,470.69	\$ 5,904,128.47	\$ 9,569,842.05	\$ 10,583,580.16	\$ 11,464,883.08
Lehi City					\$ 274,127.34	\$ 1,227,545.72	\$ 1,989,695.63	\$ 2,200,465.08	\$ 2,383,699.51
Water Conservancy Districts Combined					\$ 96,353.72	\$ 431,473.16	\$ 699,363.17	\$ 773,447.05	\$ 837,852.59
Total Increment Taxes for the Budget					\$ 1,841,153.79	\$ 8,244,710.04	\$ 13,365,627.38	\$ 14,779,243.04	\$ 16,009,922.06
					\$ 10,085,863.83	\$ 23,449,491.22	\$ 38,728,734.26	\$ 54,238,656.32	\$ 71,287,840.43

31

23 | Page

Schedule 1 Cont

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APPENDIX E
Schedule 1 Cont[illegible]

APPENDIX E Schedule 1 Cont

Alpine Highway EDA Extension												
2022												
	Year	-2	-1	0	1	2	3	4	5	6		
Increment Property Tax	Payment Year	2023	2024	2025	2026	2027	2028	2029	2030	2031		
	Tax Year	2022	2023	2024	2025	2026	2027	2028	2029	2030		
Capital Investment (Current Site - Personal Property):		\$ 204,000,000.00	\$ 425,000,000.00	\$ 613,000,000.00	\$ 703,000,000.00	\$ 1,000,000.00	\$ 1,000,000.00	\$ 1,000,000.00	\$ 1,000,000.00	\$ 1,000,000.00		
	Average											
Current Base Value	\$ 505,973.00	\$ 505,973.00	\$ 505,973.00	\$ 505,973.00	\$ 505,973.00	\$ 505,973.00	\$ 505,973.00	\$ 505,973.00	\$ 505,973.00	\$ 505,973.00		
Total Assessed Value Current Development (Personal Property)	\$ 205,636,411.26	\$ 258,108,141.00	\$ 266,015,341.18	\$ 389,205,534.95	\$ 556,625,709.34	\$ 729,653,883.74	\$ 513,023,883.74	\$ 343,643,883.74	\$ 220,045,883.74	\$ 151,523,883.74		
Total Assessed Value Current Development (Real Property)	\$ 363,486,700.00	\$ 363,486,700.00	\$ 363,486,700.00	\$ 363,486,700.00	\$ 363,486,700.00	\$ 363,486,700.00	\$ 363,486,700.00	\$ 363,486,700.00	\$ 363,486,700.00	\$ 363,486,700.00		
Minus Base Year Value	\$ 568,617,138.26	\$ 621,088,868.00	\$ 628,995,068.18	\$ 752,186,261.95	\$ 919,610,436.34	\$ 1,092,634,610.74	\$ 876,004,610.74	\$ 706,624,610.74	\$ 583,024,610.74	\$ 514,504,610.74		
Total Increment Value		\$ 5,589,799.81	\$ 5,660,964.61	\$ 6,769,676.36	\$ 8,276,493.93	\$ 9,833,711.50	\$ 7,884,041.50	\$ 6,359,621.50	\$ 5,247,221.50	\$ 4,630,541.50		
	Existing 70%	\$ 3,912,859.87	\$ 3,962,675.23	\$ 4,738,773.45	\$ 5,793,545.75	\$ 6,883,598.05	\$ 5,518,829.05	\$ 4,451,735.05	\$ 3,673,055.05	\$ 3,241,379.05		
Remaining Property Tax Revenue to Entities New Development												
Utah County	\$ -	\$ -	\$ -	\$ -	\$ 59,989.01	\$ 268,541.98	\$ 435,272.43	\$ 481,381.06	\$ 521,466.03	\$ 555,316.28		
Alpine School Dist	\$ -	\$ -	\$ -	\$ -	\$ 364,548.45	\$ 1,632,452.59	\$ 2,645,998.22	\$ 2,926,290.12	\$ 3,169,964.57	\$ 3,375,738.45		
Lehi City	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,645,998.22	\$ 2,926,290.12	\$ 3,169,964.57	\$ 3,375,738.45		
Water Conservancy Districts Combined	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Total remaining Taxes for the Trading Entities	\$ -	\$ -	\$ -	\$ -	\$ 789,065.91	\$ 3,933,447.16	\$ 5,727,268.88	\$ 6,333,961.90	\$ 6,861,395.17	\$ 7,306,793.19		
Remaining Property Tax Revenue to Entities Existing Development												
Utah County	\$ 127,447.44	\$ 123,069.99	\$ 134,348.62	\$ 188,704.06	\$ 224,208.62	\$ 179,756.15	\$ 144,999.37	\$ 119,656.05	\$ 105,576.35			
Alpine School Dist	\$ 774,746.25	\$ 784,609.70	\$ 938,277.14	\$ 1,147,122.06	\$ 1,362,952.41	\$ 1,092,728.15	\$ 881,443.54	\$ 727,264.90	\$ 641,793.05			
Lehi City	\$ 774,746.25	\$ 784,609.70	\$ 938,277.14	\$ 1,147,122.06	\$ 1,362,952.41	\$ 1,092,728.15	\$ 881,443.54	\$ 727,264.90	\$ 641,793.05			
Water Conservancy Districts Combined	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			
Total remaining Taxes for the Trading Entities	\$ 1,676,939.94	\$ 1,692,289.38	\$ 2,030,902.91	\$ 2,482,948.18	\$ 2,950,113.45	\$ 2,365,212.45	\$ 1,907,868.45	\$ 1,579,166.45	\$ 1,389,162.45			

Schedule 1 Cont

27 | Page

Schedule 1 Cont

28 | Page

APPENDIX E
Schedule 1 Cont

	Year	25	26	27	28	29	30		
Increment Property Tax	Payment Year	2050	2051	2052	2053	2054	2055		
	Tax Year	2049	2050	2051	2052	2053	2054		
Capital Investment (Current Site - Personal Property):		\$ 1,000,000.00	\$ 1,000,000.00	\$ 1,000,000.00	\$ 1,000,000.00	\$ 1,000,000.00	\$ 1,000,000.00		
Current Base Value	Average	\$ 505,973.00	\$ 505,973.00	\$ 505,973.00	\$ 505,973.00	\$ 505,973.00	\$ 505,973.00		
Total Assessed Value Current Development (Personal Property)	\$	\$ 152,663,883.74	\$ 152,723,883.74	\$ 152,783,883.74	\$ 152,843,883.74	\$ 152,903,883.74	\$ 152,963,883.74	\$ 6,169,093,337.72	\$ 644,646,617.76
Total Assessed Value Current Development (Real Property)	\$	\$ 363,486,700.00	\$ 363,486,700.00	\$ 363,486,700.00	\$ 363,486,700.00	\$ 363,486,700.00	\$ 363,486,700.00	\$ 10,904,601,000.00	
Milvus Base Year Value	\$	\$ 568,617,138.26	\$ 515,644,610.74	\$ 515,704,610.74	\$ 515,764,610.74	\$ 515,824,610.74	\$ 515,884,610.74	\$ 515,944,610.74	
Total Increment Value		\$ 4,640,801.50	\$ 4,641,341.50	\$ 4,641,881.50	\$ 4,642,421.50	\$ 4,642,961.50	\$ 4,643,501.50	\$ 153,526,627.33	
	Existing 70%	\$ 134,414,176.14	\$ 107,531,340.91	\$ 107,531,340.91	\$ 107,531,340.91	\$ 107,531,340.91	\$ 107,531,340.91	\$ 3,250,073.05	\$ 3,250,451.05
		\$ 3,248,561.05	\$ 3,248,939.05	\$ 3,249,317.05	\$ 3,249,695.05	\$ 3,250,073.05	\$ 3,250,451.05	\$ 107,468,639.13	\$ 46,057,988.20
								\$ 451,252,632.44	\$ 193,393,085.33
Remaining Property Tax Revenue to Entitles New Development									
Utah County		\$ 300,265.78	\$ 294,916.33	\$ 289,703.49	\$ 284,621.90	\$ 279,668.27	\$ 274,839.41	Total	Average 30 yrs
Alpine School Dist	\$	\$ 1,825,287.69	\$ 1,792,780.85	\$ 1,761,092.29	\$ 1,730,201.56	\$ 1,700,088.71	\$ 1,670,734.29	\$ 68,060,230.67	\$ 2,268,974.36
Lehi City	\$	\$ 1,825,287.69	\$ 1,792,780.85	\$ 1,761,092.29	\$ 1,730,201.56	\$ 1,700,088.71	\$ 1,670,734.29	\$ 68,060,230.67	\$ 2,268,974.36
Water Conservancy Districts Combined	\$	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Total remaining Taxes for the Taxing Entities	\$	\$ 3,950,839.15	\$ 3,880,478.02	\$ 3,811,888.07	\$ 3,745,025.01	\$ 3,679,845.69	\$ 3,616,307.99	\$ 147,335,997.13	\$ 4,911,199.90
Remaining Property Tax Revenue to Entitles Existing Development									
Utah County		\$ 105,810.27	\$ 105,822.59	\$ 105,834.90	\$ 105,847.21	\$ 105,859.52	\$ 105,871.83	Total	Average 30 yrs
Alpine School Dist	\$	\$ 643,215.09	\$ 643,289.93	\$ 643,364.78	\$ 643,439.62	\$ 643,514.46	\$ 643,589.31	\$ 21,276,790.55	\$ 116,680.24
Lehi City	\$	\$ 643,215.09	\$ 643,289.93	\$ 643,364.78	\$ 643,439.62	\$ 643,514.46	\$ 643,589.31	\$ 21,276,790.55	\$ 709,293.02
Water Conservancy Districts Combined	\$	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Total remaining Taxes for the Taxing Entities	\$	\$ 1,392,240.45	\$ 1,392,402.45	\$ 1,392,564.45	\$ 1,392,726.45	\$ 1,392,888.45	\$ 1,393,050.45	\$ 46,057,988.20	\$ 1,535,266.27

City Council Agenda Item Report

Meeting Date: January 24, 2023

Submitted By: Teisha Wilson

Submitting Department:

Item Type: Resolution

Agenda Section: Regular Agenda

Subject:

Consideration of Resolution #2023-07 approving an Interlocal Agreement between the Lehi City Redevelopment Agency and Lehi City regarding the Alpine Highway Economic Development Project Area.

Suggested Action:

Attachments:

[Res 2023-07.docx](#)

[Interlocal Agreement with Lehi and RDA Alpine Highway EDA Marlin.doc](#)



LEHI CITY

RESOLUTION NO. 2023-07

A RESOLUTION APPROVING THE INTERLOCAL AGREEMENT BETWEEN THE LEHI CITY REDEVELOPMENT AGENCY AND LEHI CITY REGARDING THE ALPINE HIGHWAY ECONOMIC DEVELOPMENT PROJECT AREA.

WHEREAS pursuant to the provisions of the Interlocal Cooperation Act, Title 11, Chapter 13, Utah Code Annotated 1953, as amended (the **Act**), public agencies, including political subdivisions of the State of Utah as therein defined, are authorized to enter into mutually advantageous agreements for joint and cooperative actions, including the sharing of tax and other revenues; and

WHEREAS the Lehi City Redevelopment Agency (the “**Agency**”) and Lehi City (the “**Taxing Entity**”) are “public agencies” for purposes of the Act; and

WHEREAS after careful analysis and consideration of relevant information, the Taxing Entity desires to enter into an interlocal agreement with the Agency (the “**Interlocal Agreement**”) whereby the Taxing Entity consent to the Agency receiving and retaining, for an extended period of time, a portion of the tax increment produced by the Taxing Entity’s levy on real and personal property and/or sales and use tax within the Alpine Highway Economic Development Project Area (the “**Project Area**”); and

WHEREAS Section 11-13-202.5 of the Act requires that certain interlocal agreements be approved by resolution of the legislative body of a public agency.

NOW, THEREFORE, BE IT RESOLVED BY LEHI CITY AS FOLLOWS:

The Interlocal Agreement, substantially in the form attached hereto as **EXHIBIT A** is approved and shall be executed by Lehi City.

Pursuant to Section 11-13-202.5 of the Act, the Agreement has been submitted, or will be submitted prior to execution, to legal counsel of the Taxing Entity for review and approval as to form and legality.

Pursuant to Section 11-13-209 of the Act and upon full execution of the Interlocal Agreement, a duly executed original counterpart thereof shall be filed immediately with the keeper of records of the Taxing Entity.

This Resolution shall take effect upon adoption.

APPROVED AND ADOPTED this 24th day of January 2023.

LEHI CITY

Mark Johnson, Mayor

ATTEST:

Teisha Wilson, City Recorder

EXHIBIT A

Alpine Highway Economic Development Project Area Interlocal Agreement

**ALPINE HIGHWAY ECONOMIC DEVELOPMENT PROJECT AREA
INTERLOCAL AGREEMENT**

**by and between the
LEHI CITY REDEVELOPMENT AGENCY
and
LEH CITY**

THIS INTERLOCAL AGREEMENT is entered into as of this ___ day of _____, 2023, by and between the **LEHI CITY REDEVELOPMENT AGENCY** (the “**Agency**”) and Lehi City (the “**Taxing Entity**”) (collectively, the “**Parties**”).

A. WHEREAS the Agency was created pursuant to the provisions of the Utah Redevelopment Law and the Agency continues to operate under the Limited Purpose Local Government Entities – Community Reinvestment Agency Act, Title 17C of the Utah Code (the “**Act**”), and is authorized thereunder to conduct project area development activities within Lehi, Utah, as contemplated by the Act; and

B. WHEREAS the Agency created the Alpine Highway Economic Development Project Area (the “**Project Area**”) and adopted an Economic Development Project Area Plan for the Project Area, a copy of which is attached hereto as **EXHIBIT A** and incorporated herein by this reference (the “**Project Area Plan**”), which includes the legal description and a map of the Project Area, pursuant to which the Agency desires to encourage, promote and provide for the development of an existing and new 300MM computer chip manufacturing facility (the “**Project**”) in the Project Area; and

C. WHEREAS the Taxing Entity and the Agency have determined that it is in the best interests of the Taxing Entity to provide certain financial assistance through the use of Tax Increment (as defined below) in connection with the development of the Project as set forth in the Project Area Plan; and

D. WHEREAS the Agency anticipates providing a portion of the tax increment (as defined in Utah Code Annotated (“**UCA**”) § 17C-1-102(47) (hereinafter “**Tax Increment**”), created by the Project, to assist in the development and completion of the Project as provided in the Project Area Plan; and

E. WHEREAS UCA §11-13-215 authorizes the Taxing Entity to share its tax and other revenues with the Agency; and

F. WHEREAS in order to facilitate development of the Project, the Taxing Entity Committee passed a resolution approving the Alpine Highway Economic Development Project Area Budget authorizing the Agency to receive 100% of the Taxing Entity’s share of Tax Increment generated by the Project Area.; and

G. WHEREAS the provisions of applicable Utah State law shall govern this Agreement, including the Act and the Interlocal Cooperation Act, Title 11 Chapter 13 of the UCA, as amended (the “Cooperation Act”).

NOW, THEREFORE, in consideration of the mutual promises set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Taxing Entity’s Consent.

a. Pursuant to Section 17C-3-206(3)(a) of the Act and Section 11-13-215 of the Cooperation Act, the Taxing Entity hereby agrees and consents that the Agency shall be paid 100% of the Taxing Entity’s collected share of the personal and real property tax from the Project Area (the “Taxing Entity’s Share”) for thirty (30) years, starting with tax year 2023 through 2053, with no cap amount. The Taxing Entity’s Share shall be used for the purposes set forth in UCA §17C-1-409(1) as reflected herein and in the Project Area Plan and shall be disbursed as specified herein. The calculation of annual Tax Increment shall be made using (a) the Taxing Entity’s tax levy rate during the year for which Tax Increment is to be paid, and (b) the 1995 base year taxable value of \$505,973 for the existing EDA and (c) the 2023 base year taxable value of \$37,699,500 for the expanded EDA as agreed to by the parties, which taxable value is subject to adjustment as required by law. Of the 100% of the taxing entity’s collected share of the personal and real property tax 30% will be distributed to Lehi City, Alpine School District and Utah County based on the following formula:

Lehi City	44% of the 30%
Alpine School District	44% of the 30%
Utah County	12% of the 30%

Notwithstanding the foregoing, the 30% retained by the Agency shall be paid according to the following percentages until Timpanogos Special Service District is paid the sum of \$_____ :

Lehi City	44.2% of the 30%
Alpine School District	44.2% of the 30%
Utah County	7.7% of the 30%
TSSD	3.9% of the 30%

Utah County will receive an annual \$50,000 administrative fee that will be distributed to the county before the county remits the tax increment to the Redevelopment Agency.

b. Notwithstanding the foregoing, if the Agency receives in less than thirty (30) years Tax Increment from the Project Area sufficient to retire, pay, or otherwise satisfy all of the payment obligations of the Agency with regard to the Project, including but not limited to debt service on any bonds issued to finance Project costs or the maximum amount the Agency has agreed to contribute to (a) the cost of infrastructure and (b) the business park, the Agency will either (i) cease collecting the Taxing Entity’s Share under this Agreement, or (ii) renegotiate this Agreement with the Taxing Entity to provide for the payment of the Taxing Entity’s Share for the remainder of all or a portion of the originally contemplated 30-year term of this Agreement. It is the intent of the Parties that the payment and use of Tax Increment from the Project Area for eligible Project costs will not extend

over a period longer than thirty (30) years.

2. **Authorized Uses of Tax Increment.** The Parties agree that the Agency may apply the Taxing Entity's Share to the payment of any of the components of the Project as described herein and contemplated in the Project Area Plan, including but not limited to the cost and maintenance of public infrastructure and other improvements located within the Project Area, incentives to developers or participants within the project area, administrative, overhead, legal, and other operating expenses of the Agency, and any other purposes deemed appropriate by the Agency, all as authorized by the Act..

3. **No Third Party Beneficiary.** Nothing in this Agreement shall create or be read or interpreted to create any rights in or obligations in favor of any person or entity not a party to this Agreement. Except for the parties to this Agreement, no person or entity is an intended third party beneficiary under this Agreement.

4. **Due Diligence.** Each of the Parties acknowledges for itself that it has performed its own review, investigation, and due diligence regarding the relevant facts upon which this Agreement is based, including representations of the Agency concerning the Project and the Project's benefits to the community and to the Parties, and each Party relies upon its own understanding of the relevant law and facts, information, and representations, after having completed its own due diligence and investigation.

5. **Interlocal Cooperation Act.** In satisfaction of the requirements of the Cooperation Act in connection with this Agreement, the Parties agree as follows:

a. This Agreement shall be authorized and adopted by resolution of the legislative body of each Party pursuant to and in accordance with the provisions of Section 11-13-202.5 of the Cooperation Act;

b. This Agreement shall be reviewed as to proper form and compliance with applicable law by a duly authorized attorney in behalf of each Party pursuant to and in accordance with the Section 11-13-202.5(3) of the Cooperation Act;

c. A duly executed original counterpart of this Agreement shall be filed immediately with the keeper of records of each Party pursuant to Section 11-13-209 of the Cooperation Act;

d. The Chair of the Agency is hereby designated the administrator for all purposes of the Cooperation Act, pursuant to Section 11-13-207 of the Cooperation Act;

e. The term of this Agreement shall commence on the publication of the notice required by Section 11-13-216 of the Cooperation Act and shall continue through the date on which all of the Taxing Entity's Share has been paid to and disbursed by the Agency as provided herein or the Agency ceases to receive such Tax Increment pursuant to Section 1.b. hereof.

f. Following the execution of this Agreement by both Parties, each Party shall cause a notice regarding this Agreement to be published in accordance with Section 11-13-219 of the Cooperation Act.

6. **Modification and Amendment.** Any modification of or amendment to any provision contained herein shall be effective only if the modification or amendment is in writing and signed by both Parties. Any oral representation or modification concerning this Agreement shall be of no force or effect.

7. **Further Assurance.** Each of the Parties hereto agrees to cooperate in good faith with the other, to execute and deliver such further documents, to adopt any resolutions, to take any other official action, and to perform such other acts as may be reasonably necessary or appropriate to consummate and carry into effect the transactions contemplated under this Agreement.

8. **Governing Law.** This Agreement shall be governed by, and construed and interpreted in accordance with, the laws of the State of Utah.

9. **Interpretation.** The terms “include,” “includes,” “including” when used herein shall be deemed in each case to be followed by the words “without limitation.”

10. **Severability.** If any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction or as a result of future legislative action, and if the rights or obligations of any Party hereto under this Agreement will not be materially and adversely affected thereby,

- a. such holding or action shall be strictly construed;
- b. such provision shall be fully severable;
- c. this Agreement shall be construed and enforced as if such provision had never comprised a part hereof;
- d. the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the invalid or unenforceable provision or by its severance from this Agreement; and
- e. in lieu of such illegal, invalid, or unenforceable provision, the Parties hereto shall use commercially reasonable efforts to negotiate in good faith a substitute, legal, valid, and enforceable provision that most nearly effects the Parties' intent in entering into this Agreement.

11. **Authorization.** Each of the Parties hereto represents and warrants to the other that the warranting Party has taken all steps, including the publication of public notice where necessary, in order to authorize the execution, delivery, and performance of this Agreement by each such Party.

12. **Time of the Essence.** Time shall be of the essence of this Agreement.

13. **Incorporation of Recitals.** The recitals set forth above, “A” through “H,” are hereby incorporated by reference as part of this Agreement.

14. **Time of the Essence.** Time shall be of the essence of this Agreement.

15. **Incorporation of Exhibits.** The exhibits to this Agreement are hereby incorporated by reference as part of this Agreement

16. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

ENTERED into as of the day and year first above written.

LEHI CITY REDEVELOPMENT AGENCY

By: _____

Name: Mark Johnson

Title: Chair, Redevelopment Agency

ATTEST:

By: _____

Name: Jason Walker

Title: Redevelopment Agency Administrator

Attorney Review for the Agency:

The undersigned, as counsel for the Lehi City Redevelopment Agency, has reviewed the foregoing Interlocal Agreement and finds it to be in proper form and in compliance with applicable state law.

Attorney for the Lehi City Redevelopment
Agency

[Signatures continue on next page.]

ADDITIONAL SIGNATURES TO INTERLOCAL AGREEMENT

LEHI CITY

By: _____
Name: Mark Johnson
Title: Mayor

ATTEST:

Name: Teisha Wilson
Title: City Recorder

Attorney Review for the Taxing Entity:

The undersigned, as counsel for Lehi City, has reviewed the foregoing Interlocal Agreement and finds it to be in proper form and in compliance with applicable state law.

Attorney for Lehi City

EXHIBIT A