



# Lehi City Council Meeting Agenda October 22, 2024

**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. Presentations and Reports
  - 2.1. Parks Master Plan Update
  - 2.2. Discussion of Draft Bike and Pedestrian Plan
  - 2.3. FRA Train Regulations Update
  - 2.4. Warming Center Contribution
  - 2.5. 2300 West Design/Construction Update (300 North- 900 North)
3. Agenda Questions  
*The Mayor and City Council discuss and ask questions on items on the Regular Session agenda.*
4. Administrative Report
5. Mayor and Council Reports  
*Calendar items and outside Committee reports*

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. Presentations and Reports
  - 3.1. Heart Saver Award Presentation

3.2. Epilepsy Awareness Month Proclamation  
[Epilepsy Awareness Month Proclamation 2024.docx](#)

3.3. Employee Commendations

4. Consent Agenda

4.1. Approve Purchase Orders  
[PO Index.docx](#)  
[PO #7874.pdf](#)

Regular Agenda

5. Consideration of Ordinance #64-2024 the Bowden General Plan Amendment on 5.18 acres located at 9861 West 9600 North changing the land use designation from VLDRA to LDR.  
Petitioner: Corey Bowden  
[CC Staff Report Bowden General Plan Amendment 10.22.24.docx](#)  
[Bowden General Plan Amendment DRC 09.04.2024.docx](#)  
[Ord 64-2024.docx](#)  
[Bowden General Plan Amendment 09.04.24.pdf](#)  
[Aerial Map.pdf](#)  
[General Plan Map.pdf](#)  
[Zoning Map.pdf](#)

6. Consideration of Resolution #2024-54 approving an agreement between Lehi City and Bureau Veritas for building and construction plan review services related to the Texas Instruments new fabrication plant

Petitioner: Lehi City  
[Agreement-Bureau Veritas.pdf](#)  
[Res 2024-54.docx](#)

7. 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: October 22, 2024

Submitted By: Kate Morgan

Submitting Department:

Item Type: Presentation

Agenda Section: Presentations and Reports

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**Subject:**

Parks Master Plan Update

**Suggested Action:**

**Attachments:**

## **City Council Agenda Item Report**

Meeting Date: October 22, 2024

Submitted By: Kate Morgan

Submitting Department:

Item Type: Discussion

Agenda Section: Presentations and Reports

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**Subject:**

Discussion of Draft Bike and Pedestrian Plan

**Suggested Action:**

**Attachments:**

## **City Council Agenda Item Report**

Meeting Date: October 22, 2024

Submitted By: Kate Morgan

Submitting Department:

Item Type: Presentation

Agenda Section: Presentations and Reports

---

**Subject:**

FRA Train Regulations Update

**Suggested Action:**

**Attachments:**

## **City Council Agenda Item Report**

Meeting Date: October 22, 2024

Submitted By: Kate Morgan

Submitting Department:

Item Type: Discussion

Agenda Section: Presentations and Reports

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**Subject:**

Warming Center Contribution

**Suggested Action:**

**Attachments:**

## **City Council Agenda Item Report**

Meeting Date: October 22, 2024

Submitted By: Kate Morgan

Submitting Department:

Item Type: Presentation

Agenda Section: Presentations and Reports

---

**Subject:**

2300 West Design/Construction Update (300 North- 900 North)

**Suggested Action:**

**Attachments:**

## **City Council Agenda Item Report**

Meeting Date: October 22, 2024

Submitted By: Kate Morgan

Submitting Department:

Item Type: Presentation

Agenda Section: Presentations and Reports

---

**Subject:**

Heart Saver Award Presentation

**Suggested Action:**

**Attachments:**

## **City Council Agenda Item Report**

Meeting Date: October 22, 2024

Submitted By: Kate Morgan

Submitting Department:

Item Type: Presentation

Agenda Section: Presentations and Reports

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**Subject:**

Epilepsy Awareness Month Proclamation

**Suggested Action:**

**Attachments:**

[Epilepsy Awareness Month Proclamation 2024.docx](#)

# ***Proclamation***

## ***EPILEPSY AWARENESS MONTH***

### ***NOVEMBER 2024***

**Whereas**, epilepsy is an incurable brain disorder that causes people to have recurring seizures;

**Whereas**, epilepsy is the third most common neurological condition, and one in twenty-six people in the United States will develop epilepsy in his or her lifetime due to genetics, traumatic brain injury, illness, unknown causes, and more;

**Whereas**, epilepsy afflicts 3.4 millions Americans, with nearly 34, 000 of them being Utahns. Millions more are affected, such as families, caregivers, friends, teachers, and more.

**Whereas**, a widespread lack of understanding and knowledge about epilepsy often cause people, particularly children and youth, to fear, isolate, stigmatize, and bully their peers who are afflicted with epilepsy and other seizure disorders; and

**Whereas**, the city of Lehi joins ‘November 2024 as Epilepsy Awareness Month’, a global, national, and state effort to increase awareness, educate residents of Lehi about epilepsy, and lend support to people with epilepsy and their families in order to improve their quality of life.

**Now, therefore, by proclamation** of Mayor Mark Johnson and City Council members Paige Albrecht, Chris Condie, Paul Hancock, Heather Newall, and Michelle Stallings.

Dated this 22th day of October, 2024

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Mark Johnson, Mayor

Attest:

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Teisha Wilson, City Recorder

## **City Council Agenda Item Report**

Meeting Date: October 22, 2024

Submitted By: Kate Morgan

Submitting Department:

Item Type: Presentation

Agenda Section: Presentations and Reports

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**Subject:**

Employee Commendations

**Suggested Action:**

**Attachments:**

## City Council Agenda Item Report

Meeting Date: October 22, 2024

Submitted By: Kate Morgan

Submitting Department:

Item Type: Action Item

Agenda Section: Consent Agenda

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**Subject:**

Approve Purchase Orders

**Suggested Action:**

**Attachments:**

[PO Index.docx](#)

[PO #7874.pdf](#)



LEHI CITY  
CITY COUNCIL AGENDA  
June 11, 2024

Consent Agenda: Approval of Purchase Orders

INFORMATION:

| Company       | Description   | P O Amount     | Budget Balance<br>(before PO) |
|---------------|---------------|----------------|-------------------------------|
| Staker Parson | Road Projects | \$1,780,000.00 | \$2,554,626.00                |
|               |               |                |                               |
|               |               |                |                               |



PURCHASE ORDER  
**LEHI CITY CORPORATION**  
153 NORTH 100 EAST  
LEHI UT 84043

THIS ORDER  
NUMBER  
MUST APPEAR  
ON YOUR  
INVOICE  
**# 7874**

ISSUED TO: 5369  
STRONG SOLUTIONS LLC  
117 EAST 670 NORTH  
  
FAIRFIELD UT 84013

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

DEPARTMENT:

PURCHASE ORDER DATE: 10/10/2024

| <u>REQ #</u> | <u>QUANTITY</u> | <u>DESCRIPTION</u>                         | <u>UNIT PRICE</u> | <u>TOTAL</u> | <u>GL ACCOUNT</u> |
|--------------|-----------------|--------------------------------------------|-------------------|--------------|-------------------|
| 0            | 1.00            | WATER LINE RELOCATION AT SHADOW RIDGE PARK | 134,050.00        | 134,050.00   | 51-40-48-000      |

TOTAL 134,050.00

Authorized By:

Department Head

City Council Approval Date \*

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

Mayor or City Administrator

Dean Lundell

Date 8-Oct-2024

*adik*

Department Head Signature

**\$134,050.00**

|              |   |
|--------------|---|
| Verbal Quote |   |
| Informal Bid |   |
| Written Bid  | X |
| State Bid    |   |
| Other        |   |
|              |   |
|              |   |
|              |   |
|              |   |

**Alternate #1**

|                                                       |        |                   |
|-------------------------------------------------------|--------|-------------------|
| 570.00 LF                                             | \$4.00 | \$2,280.00        |
| <b>Total Price for above 03-000 Demolition Items:</b> |        | <b>\$2,280.00</b> |

**04-000 Earthwork**

Alternate Site Cut

|                                                      |        |                   |
|------------------------------------------------------|--------|-------------------|
| 7,400.00 SF                                          | \$0.45 | \$3,330.00        |
| 400.00 CY                                            | \$8.00 | \$3,200.00        |
| <b>Total Price for above 04-000 Earthwork Items:</b> |        | <b>\$6,530.00</b> |

**11-000 Fine Grade And Prep**

Alternate Concrete Prep

Concrete Curb Prep

|                                                                |        |                    |
|----------------------------------------------------------------|--------|--------------------|
| 2,660.00 SF                                                    | \$3.00 | \$7,980.00         |
| 580.00 LF                                                      | \$9.00 | \$5,220.00         |
| <b>Total Price for above 11-000 Fine Grade And Prep Items:</b> |        | <b>\$13,200.00</b> |

**12-000 Concrete**

Alternate Concrete Package

|                                                     |             |                    |
|-----------------------------------------------------|-------------|--------------------|
| 1.00 LS                                             | \$43,200.00 | \$43,200.00        |
| <b>Total Price for above 12-000 Concrete Items:</b> |             | <b>\$43,200.00</b> |

**13-000 Asphalt Paving**

City Road Roadbase

|                                                           |        |                    |
|-----------------------------------------------------------|--------|--------------------|
| 4,550.00 SF                                               | \$3.30 | \$15,015.00        |
| 4,550.00 SF                                               | \$1.50 | \$6,825.00         |
| <b>Total Price for above 13-000 Asphalt Paving Items:</b> |        | <b>\$21,840.00</b> |

**15-000 Landscaping**

Parkstrip Tree

Parkstrip Cobble Mulch

Parkstrip Import Topsoil And Grading

Park Strip Irrigation System

|                                                        |          |                     |
|--------------------------------------------------------|----------|---------------------|
| 16.00 EACH                                             | \$650.00 | \$10,400.00         |
| 3,500.00 SF                                            | \$2.40   | \$8,400.00          |
| 3,500.00 SF                                            | \$1.15   | \$4,025.00          |
| 3,500.00 SF                                            | \$2.00   | \$7,000.00          |
| <b>Total Price for above 15-000 Landscaping Items:</b> |          | <b>\$29,825.00</b>  |
| <b>Total Price for above Alternate #1 Items:</b>       |          | <b>\$116,875.00</b> |

**Alternate #2**

14" Temp Blowoff For Testing

14" Valves

14" Water Fittings

14" Water Main

|                                                           |            |                     |
|-----------------------------------------------------------|------------|---------------------|
| 1.00 EACH                                                 | \$9,400.00 | \$9,400.00          |
| 2.00 EACH                                                 | \$7,400.00 | \$14,800.00         |
| 2.00 EACH                                                 | \$3,000.00 | \$6,000.00          |
| 670.00 LF                                                 | \$155.00   | \$103,850.00        |
| <b>Total Price for above 08-000 Culinary Water Items:</b> |            | <b>\$134,050.00</b> |

**Total Price for above Alternate #2 Items: \$134,050.00****Notes:**

- The following items are Excluded from Estimate (Unless Specified in Line Item Pricing) Bonds/Fees/Permits, SWPP NOI, SWPP Maintenance, Testing, Proctor for Native Materials, Construction Water, Winter Conditions, Hydraulic Hammer, Ripper Attachment, Screening of Onsite Materials, Any Unforeseen Conditions that were not disclosed.
- Payment Terms: All Invoices are Due Net 30 from Invoice Date
- Written or Verbal Notice to Proceed with work outlined in Estimate is Acknowledgment and Acceptance of all Pricing, Estimate Exclusions, and Payment Terms.

|                                                                                                                                                                                                         |                                                                                                                              |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------|
| <b>ACCEPTED:</b><br><br>The above prices, specifications and conditions are satisfactory and hereby accepted.<br><br><b>Buyer:</b> _____<br><b>Signature:</b> _____<br><b>Date of Acceptance:</b> _____ | <b>CONFIRMED:</b><br><br><b>Ridgeway Excavation</b><br><br><b>Authorized Signature:</b> _____<br><br><b>Estimator:</b> _____ |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------|

## City Council Agenda Item Report

Meeting Date: October 22, 2024

Submitted By: Katie Bussell

Submitting Department: Planning Division

Item Type: Ordinance

Agenda Section: Regular Agenda

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### Subject:

Consideration of Ordinance #64-2024 the Bowden General Plan Amendment on 5.18 acres located at 9861 West 9600 North changing the land use designation from VLDRA to LDR.

### Suggested Action:

### Attachments:

[CC Staff Report Bowden General Plan Amendment 10.22.24.docx](#)

[Bowden General Plan Amendment DRC 09.04.2024.docx](#)

[Ord 64-2024.docx](#)

[Bowden General Plan Amendment 09.04.24.pdf](#)

[Aerial Map.pdf](#)

[General Plan Map.pdf](#)

[Zoning Map.pdf](#)

## BOWDEN GENERAL PLAN AMENDMENT CITY COUNCIL REPORT

|                                                   |                                                  |              |                                     |
|---------------------------------------------------|--------------------------------------------------|--------------|-------------------------------------|
| <b>Applicant</b>                                  | Jill Jones                                       |              |                                     |
| <b>Meeting Date</b>                               | October 22, 2024                                 |              |                                     |
| <b>Requested Action/Purpose</b>                   | Approval of a proposed general plan amendment    |              |                                     |
| <b>Location</b>                                   | 9861 West 9600 North                             |              |                                     |
| <b>Acreage</b>                                    | 5.18 acres                                       |              |                                     |
| <b>Existing Zoning</b>                            | TH-5                                             |              |                                     |
| <b>Existing General Plan Land Use Designation</b> | VLDRA – Very-Low Density Residential Agriculture |              |                                     |
| <b>Proposed Land Use Designation</b>              | LDR – Low- Density Residential                   |              |                                     |
| <b>Existing Land Use</b>                          | Agriculture                                      |              |                                     |
| <b>Adjacent Zoning and Land Use</b>               | <i>North</i>                                     | RA-1, R-1-22 | Single-family residential           |
|                                                   | <i>South</i>                                     | R-1-22       | College Farms PRD Subdivision       |
|                                                   | <i>East</i>                                      | TH-5         | Future LDS church and meeting-house |
|                                                   | <i>West</i>                                      | R-1-22       | College Farms PRD Subdivision       |
| <b>Date of DRC Review</b>                         | September 4, 2024                                |              |                                     |
| <b>Date of Planning Commission Review</b>         | September 26, 2024                               |              |                                     |
| <b>Assigned Planner</b>                           | Katie Bussell                                    |              |                                     |
| <b>REQUIRED ACTION</b>                            |                                                  |              |                                     |
| <b>Planning Commission</b>                        | Review and recommendation                        |              |                                     |
| <b>City Council</b>                               | Final approval                                   |              |                                     |

## APPLICABLE DEVELOPMENT CODE REGULATIONS

### Section 04.060 Criteria for Approval

The Planning Commission should consider the following factors, among others, when reviewing a General Plan amendment:

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

## APPLICABLE GENERAL PLAN GOALS AND POLICIES

## VERY LOW DENSITY RESIDENTIAL AGRICULTURAL (VLDRA)

The purpose of the Very Low Density Residential/Agricultural (VLDRA) classification is to provide for single-family residential areas within a rural setting, with an overall neighborhood density not to exceed 1.75 units per acre. Much of the area designated as VLDRA is located where small-scale farming, hobby farming, or other agricultural uses are present. Where new development is allowed adjacent to existing agricultural areas, the new development must be sensitive to the existing uses. Larger lot sizes and lower density zones that allow for animal rights will be encouraged where adjacent to such agricultural areas. In particular, provision should be made for hobby farms, ranchettes, or equestrian-related developments where the development is to be located adjacent to similar existing uses.

The VLDRA designation is also intended to encourage creativity and flexibility of planning and design through the use of Planned Residential Design projects and Planned Unit Developments, where clustering and open space, with a variety of lot sizes and a range of housing choices can be accomplished while still maintaining a base density of 1.75 units per acre. Although new development in VLDRA areas is allowed, the existing agricultural uses will be encouraged to remain. Growth should be directed in an orderly manner, growing outward from existing developed areas where public facilities are available.

## LOW DENSITY RESIDENTIAL (LDR)

The Low Density Residential (LDR) classification provides for predominantly single family residential areas and single family dwelling units with an overall neighborhood density not to exceed 4 units per acre.

## REPORT ANALYSIS

The applicant is requesting to amend the General Plan land use designation of this property from Very Low-Density Residential Agriculture (VLDRA) to Low Density Residential (LDR). This is to facilitate the construction of third-acre lots. In their narrative, the applicant stated that this request is beneficial to the city in that it will increase the tax revenue of the city and help with housing affordability. The VLDRA designation requires half-acre lots, but under the LDR designation with third-acre lots, the homes would be more affordable at just under a million dollars sale price rather than two million for the half-acre lots. The applicant has also stated that the third-acre lots would be in character with the nearby College Farms Planned Residential Development as some lots within the subdivision are around 0.33 acres in size.

It should be noted how changing the General Plan Designation affects the density of this parcel. The VLDRA designation allows for a density of 1.75 units an acre, while the LDR designation allows for 3.25 units an acre. Under the current VLDRA designation, the 5.18 acre parcel could support nine lots. If the amendment were approved to LDR, the maximum number of lots that could be built on this parcel would be 16.8 lots.

There were three comments from the DRC, all from the Planning Division. They include:

1. LDR lets you go down to 0.18 acre lots.
2. Planning Division does not recommend approval of the LDR designation. The focus for increasing density should be near existing and future transit service or other land use centers.

3. Could do a PUD to get 0.30 acre lots and petition the City Council and Planning Commission to consider this parcel as an infill development. Only 9 lots would be allowed, and a minimum of 20% open space would be required.

## POSSIBLE MOTIONS AND FINDINGS

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

1. The proposed General Plan amendment is/is not in conformance with the purposes, intent, and provisions of the General Plan and its various elements.
2. The proposed General Plan amendment is/is not consistent with the land uses and zoning of nearby and adjoining properties.
3. The proposed General Plan amendment will/will not have a substantial adverse effect on surrounding property.
4. The affected site is/is not physically suitable in terms of design, location, shape, size, operating characteristics, and the provision of public services to accommodate any potential future uses, including all landscaping, loading areas, open spaces, parking areas, setbacks, buffering/screening, walls, fences, yards, and other required features.
5. Additional findings based upon information presented during the public hearing.

## PLANNING COMMISSION RECOMMENDATION

The Planning Commission reviewed the proposed general plan amendment on September 26, 2024. The minutes and motion from this meeting are as follows:

### **3.2) Public hearing and recommendation of Corey Bowden's request for review of the Bowden General Plan Amendment on 5.18 acres located at 9861 West 9600 North (1500 N 2800 W) changing the land use designation from VLDRA (very low-density residential agriculture) to LDR (low density residential).**

Commissioner Kunze asked if this was a county or city property and staff clarified that it was annexed into the city.

Jill Jones was there on behalf of the applicant. She stated that they requested a change based on a plot map of Coolidge Farms, proposing smaller 0.33-acre lots to offer more affordable homes, which would better meet local demand and generate more tax revenue for the city.

Commissioner Everett asked Ms. Jones why she opted to change the general plan to LRDR instead of pursuing a PUD, which would allow for more green space and was suggested by the city. Ms. Jones responded that while they would consider it, it wasn't their first preference.

Commissioner Chair Jackson opened the public hearing.

There were comments on Granicus in opposition some of the reasons where the lot size not matching with the neighborhood. schools and traffic.

Candace Jones- expressed opposition to the proposed general plan amendment changing the land use from VLDRA to LDR. She argued that the amendment was inconsistent with surrounding properties, which had larger lot sizes, and would negatively impact home values and neighborhood cohesion. Ms. Jones also cited concerns about increased traffic, overcrowded schools, and inadequate city infrastructure, including the lack of public transit and bicycle lanes. She urged the city to deny the amendment and collaborate with the landowner on solutions that would benefit the broader community.

Ashley Frampton- expressed concerns about the proposed zoning change, echoing points made by Ms. Jones. Her primary worry was the overcrowding at North Point Elementary, which already has nearly 1,100 students, with more housing developments planned in the area. She emphasized that adding more homes would exacerbate large class sizes and strain the school's ability to support students, particularly those with English as a second language.

Jared Marbuji-opposed the amendment, expressing concerns about increasing traffic and overcrowded schools. After moving to Lehi in April 2023 to raise a family, he was disappointed by the rising traffic, particularly from 2100 North, which funnels through his neighborhood. He also worried about the impact of large class sizes on his children's education.

Camille Nielsen-opposed the amendment, sharing similar concerns as the previous speaker. She has children at multiple schools in the district, including a child with special needs, and noted the increasingly chaotic traffic in the area. While she values the family-friendly community they moved to, she felt the rising traffic and changes were disrupting the peaceful environment they sought.

Cassie Meyers- opposed the amendment, citing concerns about heavy traffic on unsafe roads and the dangers around North Point Elementary. She noted the high demand for larger half-acre lots and stressed the importance of preserving them in the community. As a realtor, she believed the designation change wouldn't significantly impact the property's value.

Commissioner Chair Jackson closed the public hearing.

Commissioner Lockhart noted that school population issues are outside the planning commission's jurisdiction, but acknowledged the concerns raised. They encouraged residents to research the upcoming November ballot proposition about splitting the Alpine School District, which could provide more local representation and faster responses to school overcrowding issues. She then followed up cornering the amendment stating that while a diverse range of housing types is important for addressing Utah's affordable housing crisis, half-acre lots should not be sacrificed in every situation. She emphasized preserving these lots, as there is a market for them, and encouraged the applicant to explore other options without resorting to a general plan amendment.

Commissioner Eyre asked about amount of lots depending on size to staff and those were discussed with staff member Jacob Curtis.

Commissioner Everett expressed concern about the minimal affordability difference between half-acre and third acre lots, stating that it doesn't significantly impact affordability for most people. He emphasized the importance of preserving half-acre lots for hobby farms and animals, which he believes is part of Lehi's legacy, and viewed the general plan amendment as a step backward for the city.

Commission Chair Jackson acknowledged the validity of Ms. Jones' points on the importance of zoning changes but emphasized that amendments should offer significant benefits to the city rather than just favoring the developer. He viewed the proposed change as neutral to beneficial for the developer and felt it would disrupt the surrounding area, concluding it wasn't in the city's best interest.

**Motion:** Commissioner Lockhart moved to recommend denial to Corey Bowden's request for review of the Bowden General Plan Amendment on 5.18 acres located at 9861 West 9600 North (1500 N 2800 W) changing the land use designation from VLDRA (very low-density residential agriculture) to LDR (low density residential) including all findings that the proposed general plan amendment is not in conformance with the purposes intent and provisions of the general plan and its various elements. In addition to that, the amendment is not consistent with the land uses and zoning of nearby, adjoining properties and all DRC comments. Commissioner Eyre also wanted to draw attention to the minimum of the AG fencing noting that they can make an agreement if they so choose. Commissioner Kunze seconded.

**Vote:** Commissioner Jackson, yes; Commissioner Everett, yes; Commissioner Eyre, yes; Commissioner Lockhart, yes; Commissioner Kunze, yes. The motion passed unanimously.

**Bowden General Plan Amendment  
DRC Redline Comments**

*Corey Bowden – requests review of the **Bowden General Plan Amendment** on 5.18 acres located at 9861 West 9600 North changing the land use designation from VLDRA to LDR.*

DRC Members Present: Glade Kirkham, Garion Rowett, Ryan Allred, Shelby Brewer, Kim Struthers, Gary Smith, Gary Ellis, James Farnsworth

Assigned Planner: Katie Bussell

Representatives of the Applicant Present: Jill Jones

Date of Plans Reviewed: 8/26/2024

Time Start: 2:15 PM

Time End: 2:30 PM

**DRC REDLINE COMMENTS:**

**Glade – Power:** No comments.

**Garion – Fire:** No comments.

**Ryan – Water/Sewer:** No comments.

**James – Parks:** No comments.

**Gary – Building/Inspections:** No comments.

**Shelby – Public Works:** No Comments.

**Gary – Engineering:** No comments.

**Kim – Planning:**

1. LDR lets you go down to 0.18 acres
2. Planning Division does not recommend approval of the LDR designation. The focus for increasing density should be near existing and future transit service or other land use centers.
3. Could do a PUD to get 0.30 acre lots and petition the City Council and Planning Commission to consider this parcel as an infill development. Only 9 lots would be allowed, and a minimum of 20% open space is required.

**DRC COMMENTS:**

***Consistency with the elements of the Lehi City General Plan.***

The only General Plan Element affected by the proposed amendment is the Land Use Element.

***Effect of the proposed amendment on the existing goals, objectives, and policies of the Lehi City General Plan.***

***Insert Definitions for existing and proposed land uses from the General Plan pages 21-26***

THIS ITEM WILL BE SCHEDULED FOR PLANNING COMMISSION ON SEPTEMBER 26<sup>TH</sup>.

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



**ORDINANCE NO: 64-2024**

**ORDINANCE AMENDING THE LAND USE ELEMENT OF THE LEHI CITY  
GENERAL PLAN AND THE GENERAL PLAN LAND USE MAP  
AT APPROXIMATELY 9861 WEST 9600 NORTH**

WHEREAS, on October 22, 2024, following all necessary public hearings, the Lehi City Council adopted an amendment to the Lehi City General Plan which included the 2022 Land Use Element together with the Lehi City General Plan Land Use Map; and

WHEREAS, the Lehi City Planning Commission held a public hearing on September 26, 2024, to review and make a recommendation on the General Plan Amendment located at approximately 9861 West 9600 North changing the land use designation from Very Low Density Residential Agriculture (VLDR) to Low Density Residential (LDR), as shown on Exhibit “A” and forwarded their recommendation to the City Council; and

WHEREAS, the City Council held a public meeting on October 22, 2024, pursuant to the requirements for amendment of the Land Use Element of the Lehi City General Plan and General Plan Land Use Map from Very Low Density Residential Agriculture (VLDR) to Low Density Residential (LDR).

NOW, THEREFORE, IT IS ORDAINED BY THE CITY COUNCIL OF LEHI CITY, UTAH AS FOLLOWS:

**PART 1:**

The Land Use Element of the Lehi City General Plan and General Plan Land Use Map is hereby amended to change the subject property from VLDR to LDR. The total amendment will include approximately 5.18-acres of property located at approximately 9861 North 9600 West, more specifically shown on Exhibit “A” attached hereto.

**PART II:**

If a provision of this Ordinance 64-2024 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.

A. 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.

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

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

Approved and Adopted by the City Council of Lehi City this 22<sup>nd</sup> day of October 2024.

ATTEST

\_\_\_\_\_  
Mark Johnson, Mayor

\_\_\_\_\_  
Teisha Wilson, City Recorder

## Exhibit A

### Legal Description

COM S 89 DEG 54' 6" E 317 FT & N 45.33 FT FR N 1/4 COR. SEC. 12, T5S, R1W, SLB&M.; N 89 DEG 48' 53" E 3.11 FT; N 0 DEG 10' 59" W .76 FT; N 89 DEG 48' 53" E 637.09 FT; S 0 DEG 11' 0" E 340.1 FT; N 88 DEG 42' 0" W 615.84 FT; S 0 DEG 15' 45" W .59 FT; N 88 DEG 48' 12" W 11.31 FT; N 0 DEG 2' 31" E .62 FT; N 88 DEG 42' 0" W 9.4 FT; N 0 DEG 52' 4" W 323 FT TO BEG. AREA 4.862 AC. ALSO COM S 292.48 FT & E 958.28 FT FR N 1/4 COR. SEC. 12, T5S, R1W, SLB&M.; N 0 DEG 11' 0" W 340.1 FT; N 89 DEG 48' 53" E 41 FT; S 0 DEG 12' 38" E 341.17 FT; N 88 DEG 42' 0" W 41.18 FT TO BEG. AREA 0.321 AC. TOTAL AREA 5.183 AC.

Dear Lehi City,

We are actively looking to simply change the plan from .50 acres to .30 acres. We respect and understand the want to preserve .50 acres. However, it isn't so far off to ask for .30. We want what's highest and best use for the consumer and the city.

Our thought process is with .30 right off the main street it would allow for a softer more aesthetic look where we could have some soft landscape/trees/sign and would be more appealing over all than just large homes right on the street. Respectfully, College Farms is walking distance southwest at .33 acres. I understand they were major land owners and able to offer open land in negotiations for .33. I don't think that smaller land owners should be discriminated against because they don't have that land for that option. We are willing to work with you as best as possible. The next point to highly consider, is that the real estate market and the community in general is demanding more affordable housing. The .50 acres would have us building 1.7-2mill homes vs the .30 could lower that to hopefully right under 1 million. With the surrounding elementary school etc., that seems to be what the community needs. There are several half acre lots sitting on the market I'm sure because of affordability. Lastly this would create more tax id's for the city which is a bonus to the city and the community. We appreciate you taking a practical look at this and working with us amicably.

Best Regards,

Jill Jones

Bart and Corey Bowden

58:025:0019  
SALT LAKE CITY...  
- LEHI

Value: \$0 -- 30.89 acres  
Entry# 1723-1889

Jordan River Parkway

Olympic Park

W PARKSIDE DR

49:419:0506

MAW, LAURA CROFT (ET AL)...  
2874 W PARKSIDE DR - LEHI  
Value: \$795,400 -- 1.38 acres  
Entry# 187948-2021

58:020:0288

HOWELL, RYAN Z and DEVIN M...  
9812 W 9600 NORTH - LEHI  
Value: \$901,800 -- 2.05 acres  
Entry# 22109-2017

W 1500 NORTH ST

.5159

.5081

.545

58:026:0064

BOWDEN, BART DEWEY (ET AL)...  
9861 W 9600 NORTH - LEHI  
Value: \$1,408,000 -- 5.18 acres  
Entry# 25330-2020 (MORE)

.5178

.5161

.4709

.4637

.4571

.4511

.4457

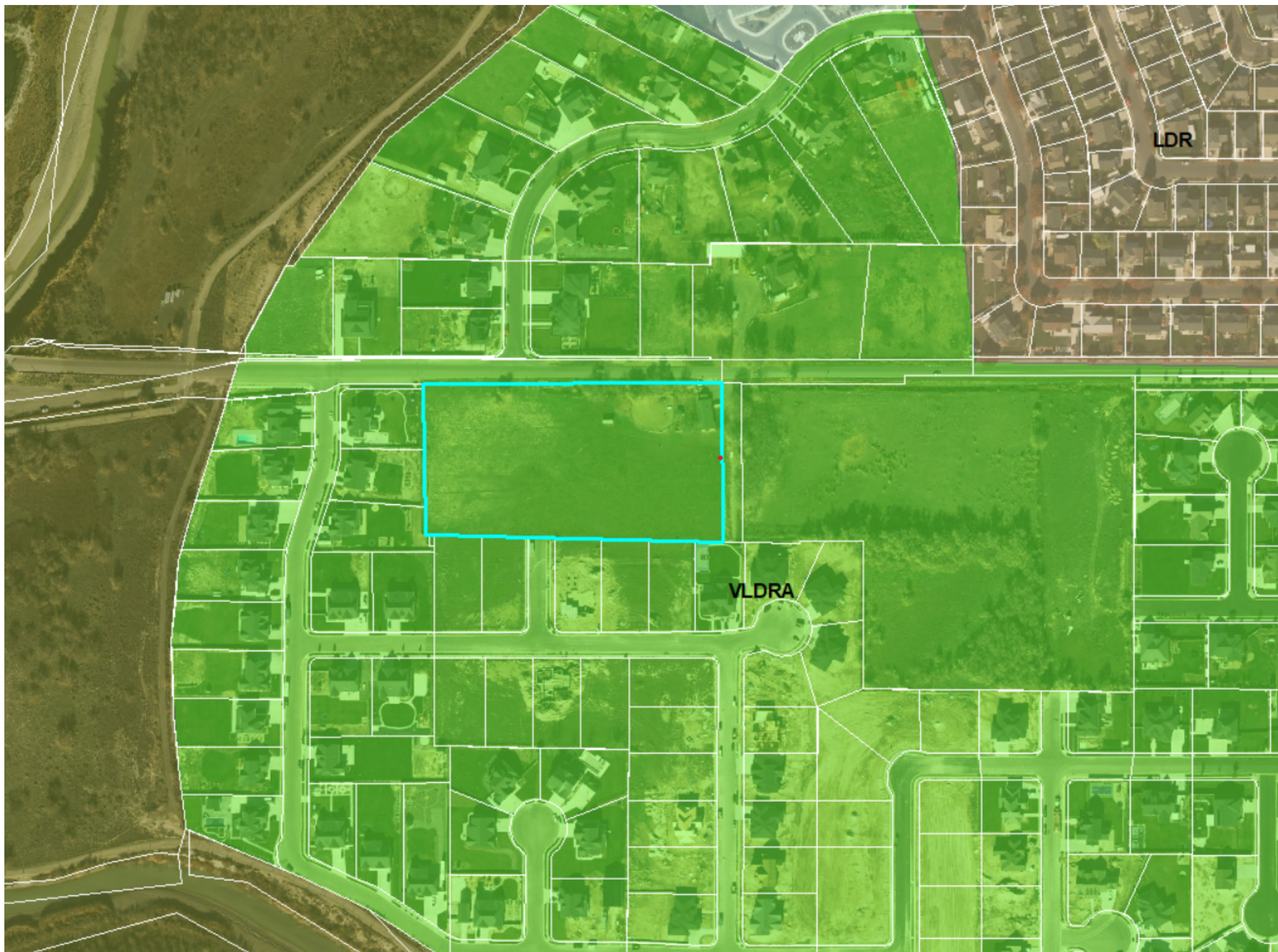
.4639

N 2950 WEST ST

N 2850 WEST ST

W RIVER PARK WAY

N OXBORROW DR

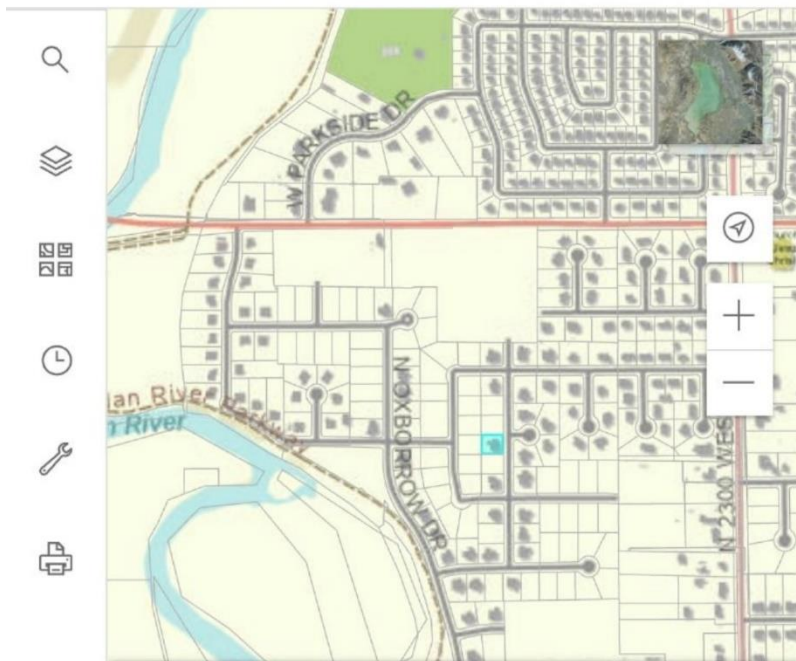


LDR

VLDRA

## Parcel Map

Utah County



Parcel ID - 65:557:0031

|               |                                    |
|---------------|------------------------------------|
| Owner:        | PETERSEN, KYLE A & RACHEL          |
| Address:      | 1261 N 2550 WEST, LEHI, UT         |
| Subdivision:  | <u>COLLEDGE FARMS, PLAT B</u>      |
| Detail:       | <u>Property Information</u>        |
| Acreage:      | 0.3329                             |
| Value:        | \$805,800                          |
| Tax District: | 010 - LEHI CITY                    |
| Aerial Image: | <u>View EagleView Aerial Image</u> |

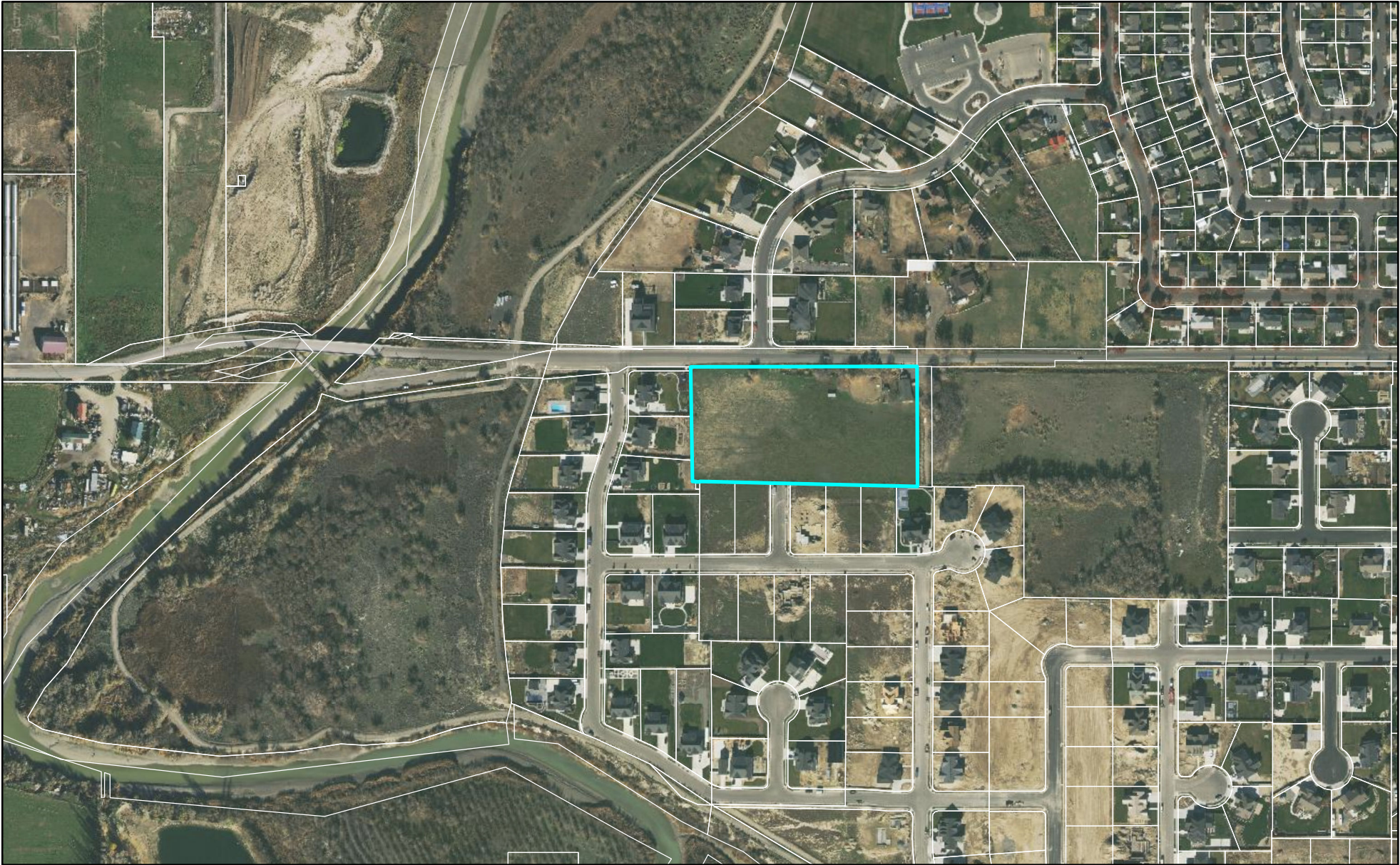


1 of 7



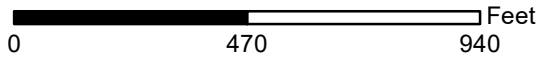
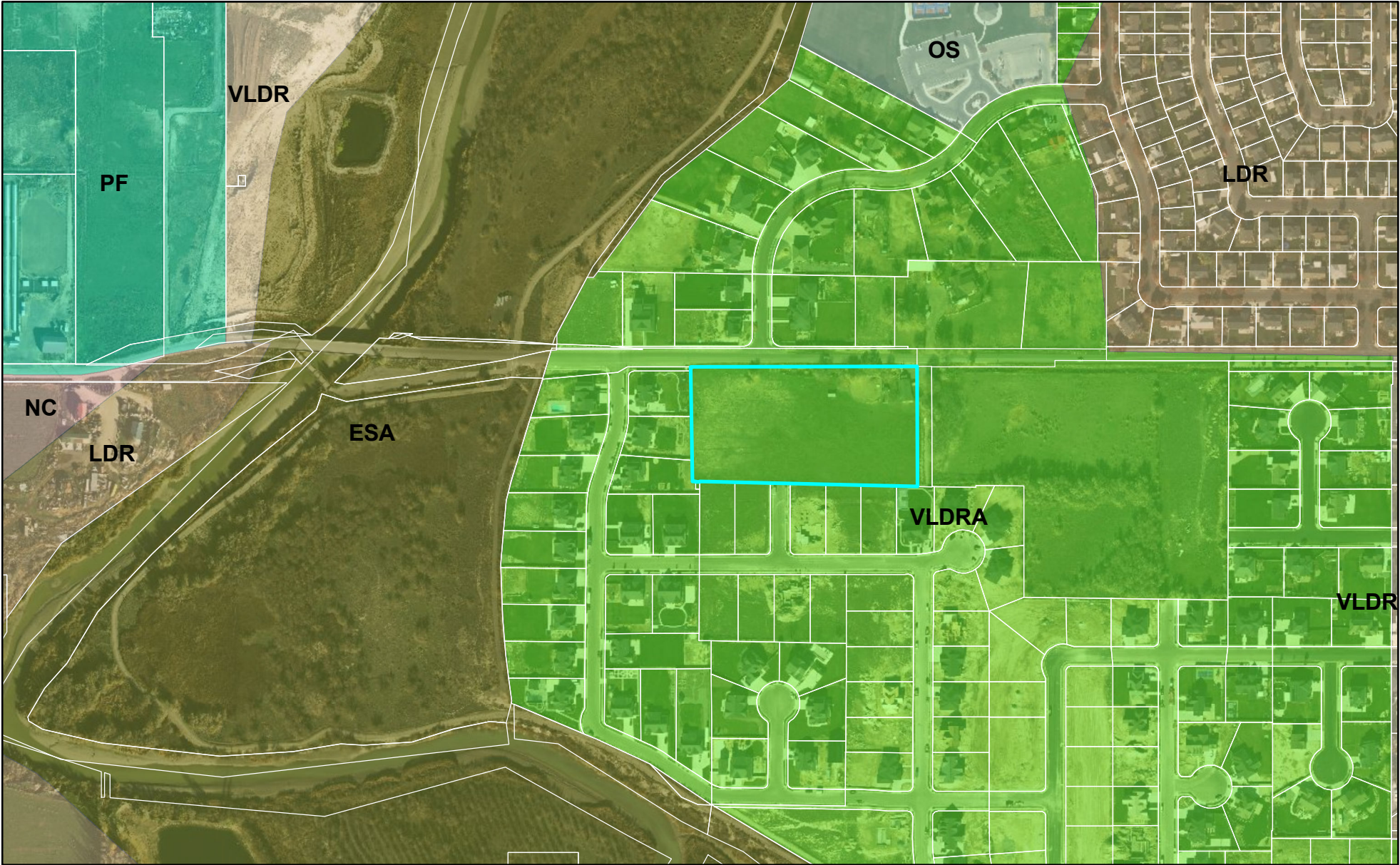
# Bowden General Plan Amendment

## Aerial Map



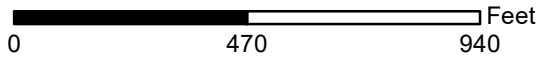
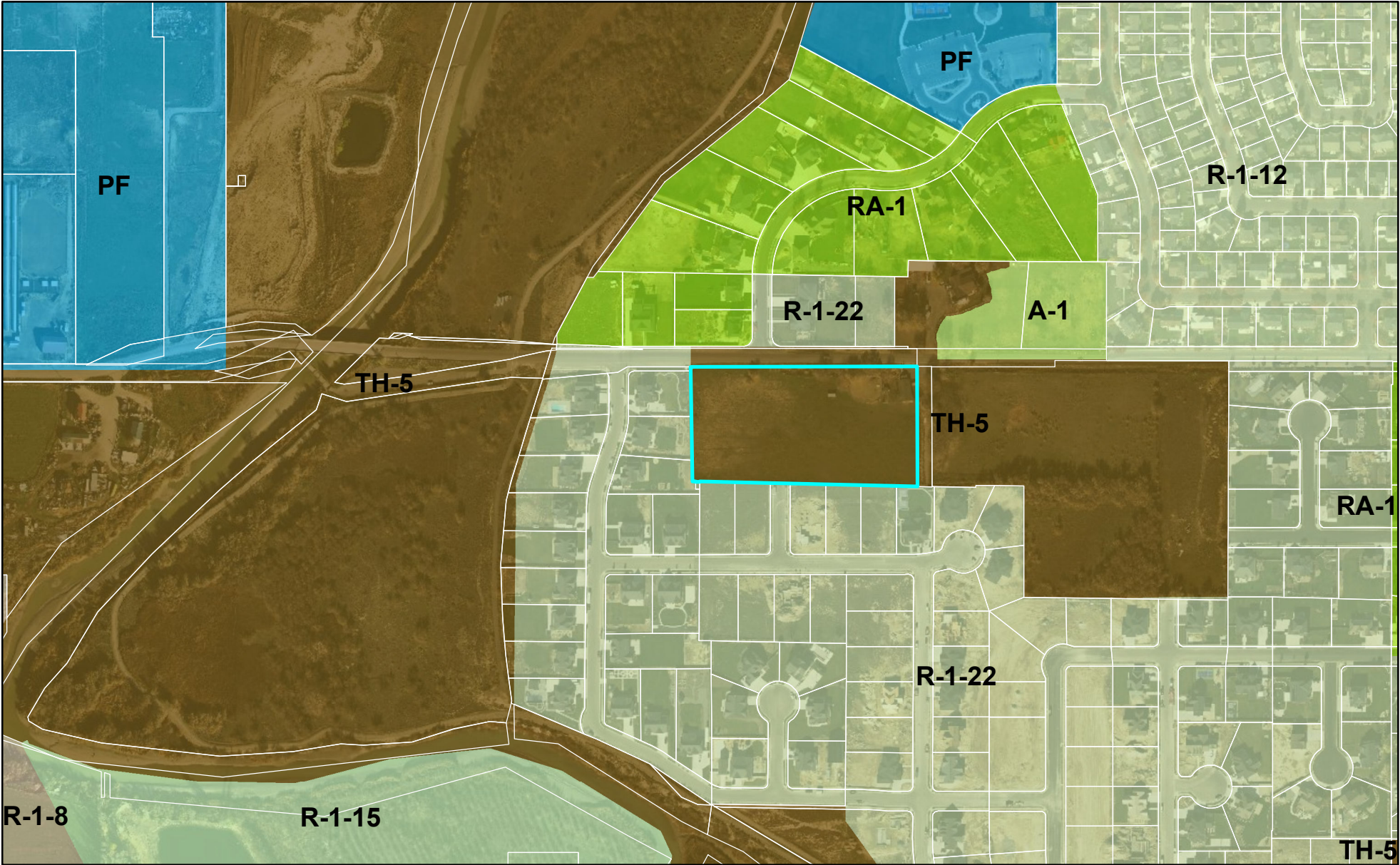
0 470 940 Feet

**Bowden General Plan Amendment**  
General Plan Map



# Bowden General Plan Amendment

## Zoning Map



## **City Council Agenda Item Report**

Meeting Date: October 22, 2024

Submitted By: Kate Morgan

Submitting Department:

Item Type: Action Item

Agenda Section: Regular Agenda

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### **Subject:**

Consideration of Resolution #2024-54 approving an agreement between Lehi City and Bureau Veritas for building and construction plan review services related to the Texas Instruments new fabrication plant

### **Suggested Action:**

### **Attachments:**

[Agreement-Bureau Veritas.pdf](#)

[Res 2024-54.docx](#)

## AGREEMENT FOR THIRD-PARTY PLAN REVIEW SERVICES

**THIS AGREEMENT FOR THE THIRD-PARTY PLAN REVIEW SERVICES** ("Agreement") is made and entered into and effective as of the date the last party signs below ("Effective Date") by and between Lehi City, 153 North 100 East, Lehi, Utah 84043 ("City") and Bureau Veritas North America, Inc., whose principal place of business is located at 16800 Greenspoint Park Drive, Suite 300S, Houston, Texas 77060 ("Contractor").

**WHEREAS**, City desires to contract for the complete plan review services included for the Texas Instruments new fabrication plant (the "Work"); and

**WHEREAS**, City issued RFP 2024-11 and Contractor submitted a Response to RFP 2024-11 which City determined to be the lowest responsive and most responsible proposal/bid and the City desires to contract with Contractor to perform the Work;

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

1. **Scope of Work.** City hereby hires Contractor and Contractor agrees to be bound to the City to perform the Work as described in RFP 2024-11 and Contractor's Response to RFP 2024-11 dated August 28, 2024, both attached hereto as Exhibit A, and referred to as the "Contract Documents" and by this reference are incorporated herein and made a part of this Agreement.
2. **Term.** The Work shall commence on the Effective Date and shall be completed with the completion of the review of the TI LFAB-2 plan set.
3. **Payment.** City shall pay the Contractor monthly upon invoice.
4. **Changes in Performance.** All changes in performance of this Agreement shall be described in detail on a change order request form, provided by the City, and which must be authorized in writing by an authorized representative of the City prior to commencing any proposed changes in performance. Contractor shall not be entitled to any additional consideration for changes in performance which were not authorized as contemplated by this section, nor for the correction of any mistakes attributable in any way to Contractor, or its employees, agents, subcontractors, independent contractors, and the like.
5. **Withholding Payment for Defective Performance.** The City may in good faith withhold or, on account of subsequently discovered evidence, nullify the whole or part of any of the Payment to the extent that the City reasonably determines such withholding is necessary to protect itself from loss or liability on the account of non-conformance or incomplete performance by Contractor, including but not limited to non-conforming goods

or services not remedied, provided, however, Contractor is first provided 30 days to cure the non-conforming services, or any other failure to comply with the terms and conditions of this Agreement.

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

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

6.2 The City may, in its sole discretion, terminate, suspend, or abandon this Agreement without cause at any time by providing written notice to Contractor of the City's intention to terminate this Agreement without cause. The notice of termination shall be provided by the City to Contractor at least seven (7) calendar days prior to termination. Contractor may terminate this Agreement for any material failure by City to comply with this Agreement, provided that the Contractor gives City thirty (30) days' prior written notice of its intention to terminate for such failure and affords to City an opportunity to cure such failure within said thirty (30) days.

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

If City terminates this Agreement without cause, Contractor shall be paid for the Work that Contractor has completed or performed up to and including the date of termination.

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

## **7. Taxes.**

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

## **8. Indemnification and Insurance.**

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

8.2 Contractor, at its own expense, shall provide: Workers' Compensation Insurance: Statutory workers' compensation insurance (Part A). Such insurance shall

also include employer's liability (Part B) insurance in a limit of not less than \$1,000,000 for each: accident, disease and employee. No owner or officer may be excluded. Rights of subrogation against the city shall be waived.

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

8.4 Contractor, at its own expense, shall maintain automobile liability insurance with bodily injury and death limits of at least \$1,000,000 combined single limit each accident. Such benefits and coverage shall not be deemed to limit Contractor's liability under this Agreement. It is intended by this Section that the requirements set forth herein will satisfy applicable minimum requirements under Utah law. However, in the event that the foregoing requirements do not satisfy applicable Utah law, Contractor must maintain automobile liability insurance in amounts satisfying applicable Utah law.

8.5 Contractor, at its own expense, shall maintain Contractors Professional Liability (Errors & Omissions) Insurance: Professional Liability Insurance for Contractor's liability arising out of the rendering of professional services, including faulty workmanship, or any other professional service, including construction management and design related work, with limits not less than \$1,000,000 per claim and \$1,000,000 aggregate. The professional liability/errors and omissions insurance required by this Section 8.5 must be project specific with a one-year extended reporting period. Contractor shall, likewise, require its subcontractors, if any, to provide for such benefits and to maintain such insurance at no expense to the City.

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

8.7 All insurance required by this Agreement, with the exception of worker's compensation and employer's liability policies, shall include the City, its directors, officers, agents, and employees as additional insured persons with respect to the activities of Contractor in the performance of this Agreement, or that of its employees, agents, subcontractors, independent contractors, and the like. Any

certificate presented as evidence of insurance shall specify the date when such benefits and insurance expire. Unless a different length of time is expressly set forth in this Agreement, Contractor shall maintain any insurance required by this Agreement until after the Work has been fully performed by Contractor, and subsequently approved and accepted by the City. Each insurance policy shall be endorsed to state that should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered to City in accordance with the policy provisions.

**9. Representations and Warranties.**

9.1 Each party represents that:

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

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

9.2 Contractor represents and warrants that:

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

9.2.2. Contractor represents that the services, findings, recommendations and/or advice provided to City will be prepared, performed, and rendered in accordance with procedures, protocols and practices ordinarily exercised by professionals in Contractor's profession for use in similar assignments, and prepared under similar conditions at the same time and locality. City acknowledges and agrees that Contractor has made no other implied or expressed representation, warrants or condition with respect to the services, findings, recommendations or advice to be provided by Contractor pursuant to this agreement. Should any portion of the Work imminently jeopardize the health and safety of the City, or any other individual, the City may perform any necessary repairs and replacements (or arrange for a third party to perform such services) at Contractor's expense – to be paid by Contractor within thirty (30) days of receiving a written notice of indebtedness from the City.

9.2.3. Contractor shall perform its obligations required by this Agreement in a manner consistent with applicable professional

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

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

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

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

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

12. **Notice.**

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

To the City:  
Lehi City Corporation

To Contractor:  
Bureau Veritas North America Inc.

Attn: Gary Smith  
153 North 100 East  
Lehi, Utah 84043

Attn: Craig Baptista  
180 Promenade Circle, Suite 150  
Sacramento, CA 95834

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

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

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

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

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

17. **Amendments.** This Agreement may not be modified, amended, or terminated, except by an instrument in writing and signed by the parties.

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

19. **Force Majeure.** Neither party shall be liable for any failure or delay in performing an obligation under this Agreement that is due to causes beyond its reasonable control, such as natural catastrophes, governmental acts or omissions, laws or regulations, labor strikes or difficulties, pandemics, transportation stoppages or slowdowns or the inability to procure parts or materials. The suspension of performance shall be of no greater scope and no longer duration than is reasonably required and the non-performing party shall use reasonable efforts to remedy its inability to perform

20. **Severability.** If any provision of this Agreement is determined to be invalid or

unenforceable, the remaining provisions of this Agreement shall, nevertheless, be construed, performed, and enforced as if the invalidated or unenforceable provision had not been included in the text of the Agreement.

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

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

Dated the \_\_\_\_ day of \_\_\_\_\_, 2024.

Bureau Veritas North America, Inc.

\_\_\_\_\_  
By:  
Its:

STATE OF UTAH       )  
                              : ss.  
COUNTY OF UTAH    )

On this \_\_\_\_ day of \_\_\_\_\_, 2024, personally appeared before me \_\_\_\_\_, whose identity is personally known to me (or proven on the basis of satisfactory evidence) and who by me duly sworn/affirmed, did say that he/she is the \_\_\_\_\_ of Bureau Veritas and that said document was signed by him/her in behalf of said Bureau Veritas North America, Inc. by Authority of its Articles of Organization, Operating Agreement, or Resolution of its Members/Managers and said \_\_\_\_\_ acknowledged to me that said Company executed the same.

Witness my hand and official seal.

\_\_\_\_\_  
(notary signature)

Dated the \_\_\_\_ day of \_\_\_\_\_, 2024.

Lehi City Corporation

\_\_\_\_\_  
Mayor Mark Johnson

Attest:

\_\_\_\_\_  
Teisha, Wilson, City Recorder

## EXHIBIT A – Contract Documents



RESOLUTION NO. 2024-54

A RESOLUTION OF THE LEHI CITY COUNCIL APPROVING  
AN AGREEMENT WITH BUREAU VERITAS FOR PLAN REVIEW SERVICES

WHEREAS, City desires to contract for the provision of plan review services; and

WHEREAS, the City selected Bureau Veritas as the lowest responsive and responsible bidder; and

WHEREAS, on October 22, 2024, the Lehi 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 for the provision of plan review services with Bureau Veritas; 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 Bureau Veritas 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 22<sup>nd</sup> day of October, 2024.

LEHI CITY

ATTEST

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Mark Johnson, Mayor

---

Teisha Wilson, City Recorder

EXHIBIT “A”