# Lehi City Council Meeting
# Agenda
# February 11, 2025

**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. Environmental Sustainability Committee- Annual Report

   2.2. Lehi Cares Coalition Report

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. Consent Agenda

   3.1. Approve traffic signal reimbursement agreement with Smith's.
   Kroger Traffic Light Reimbursement 1-28-25.pdf

   3.2. Approve Minutes from the January 7, 2025 Work Session Meeting and the January 14, City Council Meeting.
   010725 WSM.pdf

011425 CC.pdf

3.3. Approve Fleet Surplus Items
Assets to be removed Jan.2025.pdf

3.4. Approve Purchase Orders
PO Index.pdf
PO Request-Stuart C Irby - $164800.pdf

3.5. Consideration of Resolution #2025-08 appointing a Board Member to the Timpanogos Special Service District.
Res 2025-08.docx

Regular Agenda

4. Consideration of Resolution #2025-10 approving an agreement with Strong Solutions for Northridge Park and Hidden Canyon Trailhead Construction Services.
Petitioner: Lehi City
Res 2025-10.docx
Agreement for Construction Related Services - Northridge & Hidden Canyon.docx

5. Consideration of Resolution #2025-11 amending the Frances Martens Comer Perpetual Library Fund.
Petitioner: Lehi City
Resolution 2025-11-Amended Comer Fund Resolution (2025) (clean).docx
Resolution-Amended Comer Fund Resolution (2025) (redline).docx

6. Consideration of Ordinance #03-2025 approval of the Cardenas zone change on 0.16 acres located at 610 East State Street changing the zoning from R-2 to Commercial. (moved from the January 28, 2025 meeting)
Petitioner: Nelly Cardenas
CC Staff Report Cardenas Zone Change 02.11.25.docx
Cardenas Zone Change DRC 12.11.24.docx
Ord 03-2025.docx
Cardenas Aerial.pdf
Cardenas GP.pdf
Cardenas Zoning.pdf
Cardenas narrative.pdf
Cardenas Zone Change DRC 12.11.24.pdf

7. Consideration of Ordinance #06-2025 approval of a comprehensive Development Code amendment to Table 05.030.A, the residential table of uses.
Petitioner: Lehi City
CC Staff Report Table 05.030-A Residential Table of Uses Development Code Amendment

02.11.25.docx
Residential Table of Uses Update DRC 01.08.25.docx
Ord 06-2025.docx
TBL05.030-AResUses December 2024 update.doc

8. Consideration of Resolution #2025-09 approving the amended Planning Commission Bylaws.
   Petitioner: Lehi City
   Res 2025-09.docx
   BY-LAWS2025 Draft.docx

9. 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.

**Agenda Item No: 2.1**

# City Council Agenda Item Report

Meeting Date: February 11, 2025
Submitted By: Teisha WIlson
Submitting Department:
Item Type: Presentation
Agenda Section: Presentations and Reports

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**Subject:**
Environmental Sustainability Committee- Annual Report

**Suggested Action:**

**Attachments:**

**Agenda Item No: 2.2**

# City Council Agenda Item Report

Meeting Date: February 11, 2025
Submitted By: Teisha WIlson
Submitting Department:
Item Type: Presentation
Agenda Section: Presentations and Reports

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**Subject:**
Lehi Cares Coalition Report

**Suggested Action:**

**Attachments:**

**Agenda Item No: 3.1**

# City Council Agenda Item Report

Meeting Date: February 11, 2025
Submitted By: Teisha WIlson
Submitting Department:
Item Type: Action Item
Agenda Section: Consent Agenda

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**Subject:**
Approve traffic signal reimbursement agreement with Smith's.

**Suggested Action:**

**Attachments:**

Kroger Traffic Light Reimbursement 1-28-25.pdf

***LEHI CITY REIMBURSEMENT***
***AGREEMENT FORM***

## PROJECT:

**FORM PREPARED:** 28-Jan-25

**Traffic Signal**
3600 W & Hardman Way
Lehi, Utah
**Developer:**
Smith's Food & Drug and future owners of the parcel of land described in Exhibit A.

Per the attached Engineering Department memo, a traffic signal at this location is currently warranted.
This traffic signal is an impact fee project.
Currently the Lehi City's impact fee projections would not install this traffic signal for several years.
The Developer is currently planning to build a store adjacent to the traffic signal and feels that it is needed in order to open the store.
To expedite this signal installation, the Developer has agreed to pay for the right-of-way, design, material and installation of the traffic signal related off-site items necessary for the light to be fully operable, including but not limited to turn lanes, road extensions, painted lines or curb cuts as further described by the scope of work outlined in Exhibit B (collectively, the "Signal Work").
Within 730 days and 1,095 days after the completion of the Signal Work by the Developer, Lehi City agrees to reimburse the Developer.
Lehi City will contract to design and construct the traffic signal within one year after:

1. Property has been purchased
2. Site Plans have final approval by the City
3. Developer has given Lehi City notice to proceed with the traffic signal

At time of bidding, the Developer may present a contractor(s) along with the City's for consideration
Developer and Lehi City will mutually agree on a contractor(s) to design and construct all elements of the Signal Work.
Invoices will be provided to developer for payment within 30 days of invoiced date

Mayor (Signature) _____ Date _____

Developer acknowledges that the reimbursement as itemized above constitutes the entire reimbursement due to Developer from Lehi City for this project.

Developer (print company/owner name) _____

Developer (signature) _____ Date _____

***Special Note:***
When all of the above Improvements have been completed and impact fees are available,
a new final payment form will be created which will include signature blocks requiring the approval of:

- The Developer, Lehi City Engineer, Lehi City Public Works Director

**Exhibit A:**

## *Record Description*

*PARCEL 1:*

*Lot 8, Hardman Lehi Subdivision, Plat "A", according to the official plat thereof, on file and of record in the office of the Utah County Recorder.*

*Less and Excluding therefrom said Lot 8, any portion of that certain parcel of land conveyed to Gardner-Plumb, a Utah limited liability company by Warranty Deed being recorded January 6, 2016 as Entry No. 1034:2016 described as follows:*

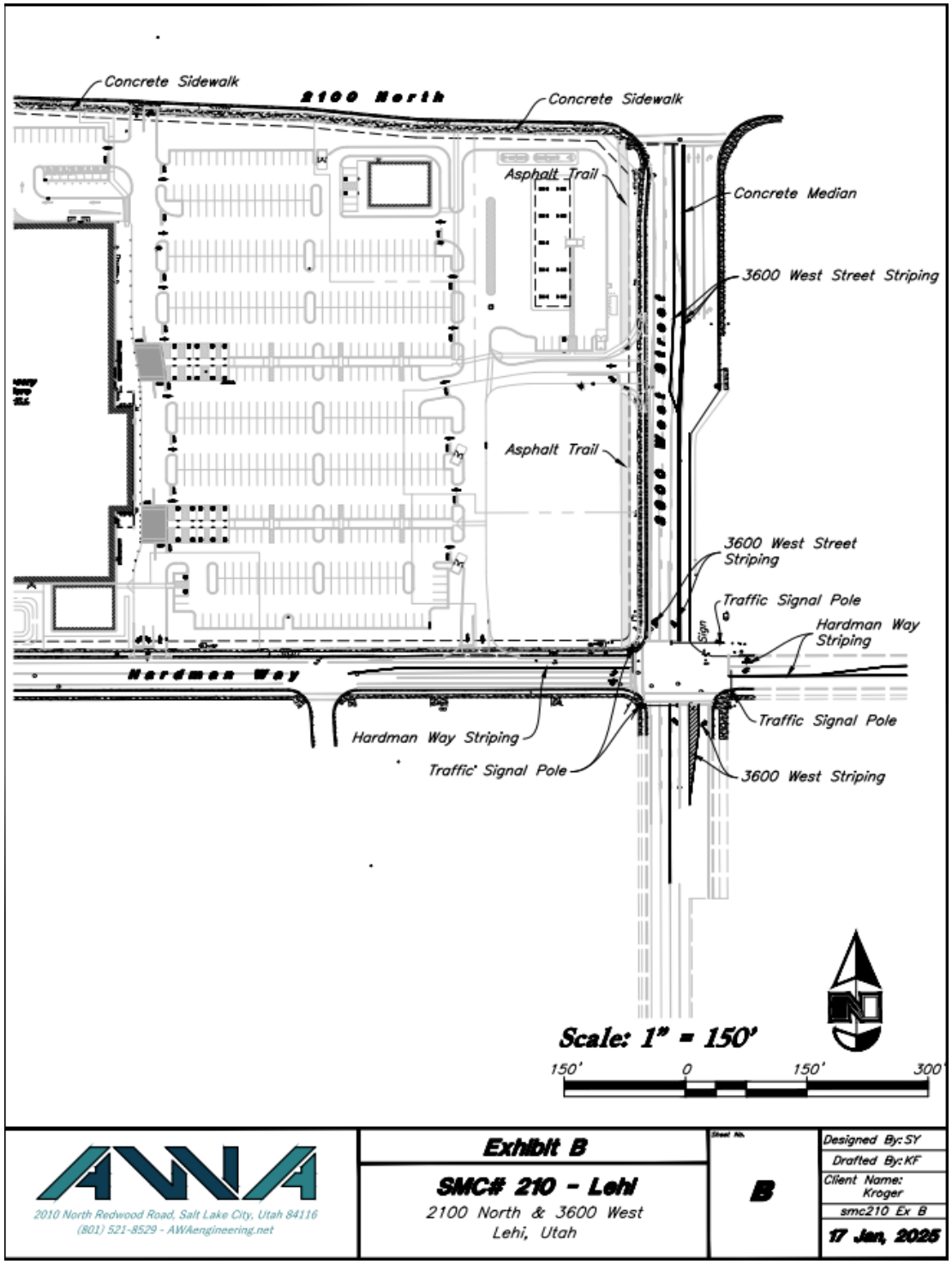
*Commencing at a point located North 00°07'06" West 660 feet along the section line and West 27.23 feet from the Southeast corner of Section 2, Township 5 South, Range 1 West, Salt Lake Base and Meridian; thence West to the East bank of a irrigation ditch 1394.49 feet; thence North 27°45'12" East 94.41 feet; thence North 26°38'13" East 110.94 feet; thence along said irrigation ditch as follows: North 34°07'10" East 77.16 feet; thence North 29°53'29" East 33.75 feet; thence North 22°15'26" East 41.33 feet; thence North 14°01'27" East 81.45 feet; thence North 19°10'50" East 63.52 feet; thence North 13°11'02" East 76.50 feet; thence North 14°48'54" East 56.86 feet; thence North 19°42'33" East 104.04 feet; thence North 21°18'33" East 269.98 feet; thence North 48°49'17" East 225.18 feet; thence North 32°30'18" East 28.45 feet; thence East 127.56 feet; thence South 00°03'27" East 428.58 feet; thence South 89°19'48" East 704.76 feet; thence South 00°09'07" East 667.48 feet along a fence line on 10400 West street to the point of beginning.*

*PARCEL 2:*

*That portion of the following described property, lying north of the north line of Hardman Way as shown on the plat of Hardman Lehi Subdivision, Plat "A", according to the official plat thereof, on file and of record in the office of the Utah County Recorder:*

*Commencing at a point located North 00°07'06" West 660 feet along the section line and West 27.23 feet from the Southeast corner of Section 2, Township 5 South, Range 1 West, Salt Lake Base and Meridian; thence West to the East bank of an irrigation ditch 1394.49 feet; thence North 27°45'12" East 94.41 feet; thence North 26°38'13" East 110.94 feet; thence along said irrigation ditch as follows: North 34°07'10" East 77.16 feet; thence North 29°53'29" East 33.75 feet; thence North 22°15'26" East 41.33 feet; thence North 14°01'27" East 81.45 feet; thence North 19°10'50" East 63.52 feet; thence North 13°11'02" East 76.50 feet; thence North 14°48'54" East 56.86 feet; thence North 19°42'33" East 104.04 feet; thence North 21°18'33" East 269.98 feet; thence North 48°49'17" East 225.18 feet; thence North 32°30'18" East 28.45 feet; thence East 127.56 feet; thence South 00°03'27" East 428.58 feet; thence South 89°19'48" East 704.76 feet; thence South 00°09'07" East 667.48 feet along a fence line on 10400 West street to the point of beginning.*

**Exhibit B:**


Concrete Sidewalk
2100 North
Concrete Sidewalk
Asphalt Trail
Concrete Median
3600 West Street Striping
3600 West Street
Asphalt Trail
3600 West Street Striping
Traffic Signal Pole
Hardman Way Striping
Hardman Way
Traffic Signal Pole
Hardman Way Striping
Traffic Signal Pole
3600 West Striping
Scale: 1" = 150'
150' 0 150' 300'
AWA
2010 North Redwood Road, Salt Lake City, Utah 84116
(801) 521-8529 - AWAengineering.net
Exhibit B
SMC# 210 - Lehi
2100 North & 3600 West
Lehi, Utah
B
Designed By: SY
Drafted By: KF
Client Name: Kroger
smc210 Ex B
17 Jan, 2025

# Memorandum

**To:** Engineering Department

**From:** Luke Seegmiller, PE, PTOE, Lehi City Traffic Engineer

**Date:** 12/4/2024

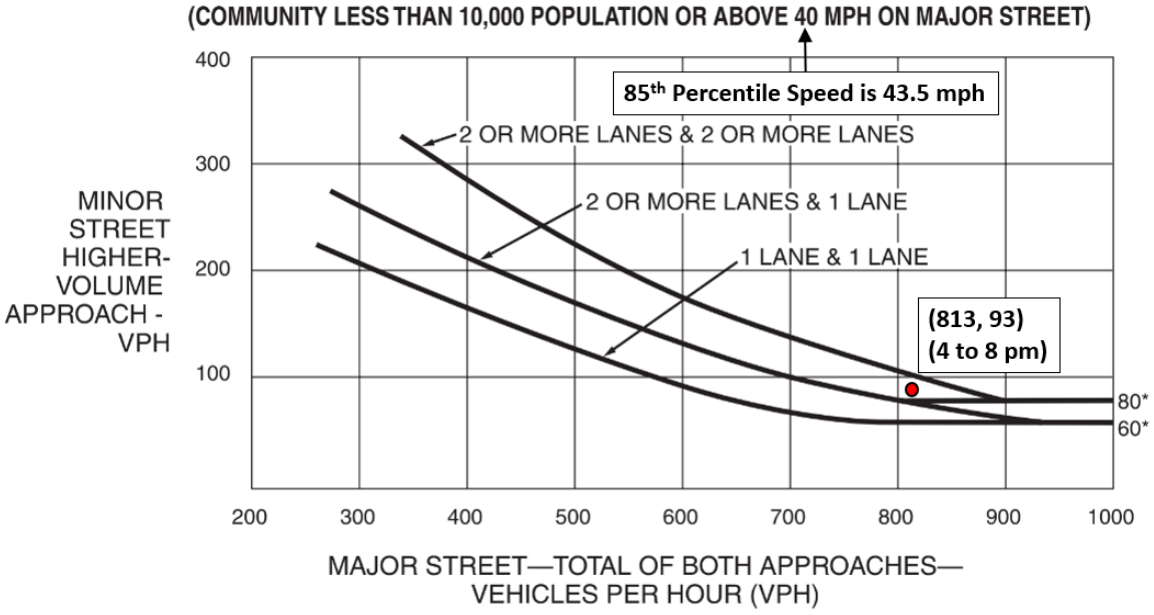
**Re:** Hardman Way 3600 W Traffic Signal Warrant Analysis

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The intersection of Hardman Way @ 3600 W has met Signal Warrant 2, the four-hour traffic volume warrant per the standard in the Utah Manual on Uniform Traffic Control Devices.

We can use the 70% factor chart because the 85th percentile speed is above 40 mph at 43.5 mph. The red dot on the graph below represents of the traffic volumes on the approaches to the intersection, the sum of the major street approaches on the x axis and then the volume from the busier minor approach on the y axis. The warrant is met because the dot falls above the 2 or more lanes (3600 W) and 1 lane (Hardman Way) line.

**Figure 4C-2. Warrant 2, Four-Hour Vehicular Volume (70% Factor)**




*Note: 80 vph applies as the lower threshold volume for a minor-street approach with two or more lanes and 60 vph applies as the lower threshold volume for a minor-street approach with one lane.

**Agenda Item No: 3.2**

# City Council Agenda Item Report

Meeting Date: February 11, 2025
Submitted By: Teisha WIlson
Submitting Department:
Item Type: Action Item
Agenda Section: Consent Agenda

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**Subject:**
Approve Minutes from the January 7, 2025 Work Session Meeting and the January 14, City Council Meeting.

**Suggested Action:**

**Attachments:**

010725 WSM.pdf

011425 CC.pdf

LEHI CITY

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

Minutes of the **Work Session** of the **Lehi City Council** held Tuesday, **January 7, 2025,** at Lehi City Hall, 153 North 100 East, Lehi, Utah. The meeting began at approximately 4:00 PM.

**Present**: Mark Johnson, Mayor
Paige Albrecht, Council Member
Chris Condie, Council Member
Paul Hancock, Council Member
Heather Newall, Council Member
Michelle Stallings, Council Member

**Others Present**: Jason Walker, City Administrator; Ryan Wood, City Attorney; Kim Struthers, Community Development Director; Lorin Powell, City Engineer; Dean Lundell, Finance Director; Steve Marchbanks, Parks Superintendent; Beau Thomas, Assistant to the City Administrator; Seirra Pierson, Management Analyst; and Teisha Wilson, City Recorder

1. **Welcome and Opening Comment**
Mayor Johnson welcomed everyone and noted that all Councilmembers were present. Councilor Hancock offered the opening comment.

2. **Select Mayor Pro Tempore**
Councilor Condie nominated Councilor Albrecht as Mayor Pro Tempore. The nomination was seconded by Councilor Newall. There were no other nominations, and none were opposed. Therefore, Councilor Albrecht was selected as Mayor Pro Tempore.

*Item 4 was heard next.*

4. **Presentation and Discussion of Attainable Housing**
The Mayor presented a proposal for an attainable housing overlay zone that would provide incentives for developers to build smaller, more affordable homes. He emphasized the importance of providing attainable, starter home options for the community, drawing on his own experience growing up in a small, 900 square foot home. He felt this type of housing was currently missing in Lehi and could give young families an opportunity to build equity. The key elements of the proposal include: Offering a 50% density bonus for developers who build homes 1,200 square feet or less on 6,000 square foot lots. This is intended to offset the lower profit margins on smaller, more affordable units. The city would work with engineering to ensure the increased density does not exceed infrastructure capacity. Requiring the homes to be deed-restricted for owner-occupancy to prevent them from becoming investment properties. The Mayor suggested keeping the eligibility open rather than restricting it to certain professions. Adopting a new sub-local street standard with a 30-foot road and mountable curbs to reduce costs. Allowing the home owner to be responsible for sweat equity items like garages and

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landscaping, rather than requiring them upfront from the developer. The goal is to create a simplified, incentive-based process to facilitate the development of attainable, starter homes that attainable to a wider range of residents. The Mayor was a strong proponent of the attainable housing concept, seeing it as an important tool to create more affordable homeownership opportunities for Lehi residents.

The discussion covered topics like density bonuses, infrastructure impacts, deed restrictions, and engaging the community. Overall, the presentation explored ways the city could facilitate the development of more attainable housing through zoning, incentives, and partnerships.

The Council members engaged in a discussion, raising various questions and concerns about the attainable housing proposal. Key topics included the potential impact on rental prices, the need to balance different housing types, and the importance of not exceeding infrastructure capacity. There were discussions around the mechanics of the density bonus. Councilors Stallings and Condie questioned whether a bonus density approach was necessary or if a new zoning designation would be more appropriate. Also discussed was how the overlay would allow developers to participate in the affordable housing program voluntarily through a development agreement. There were discussions about the need for deed restrictions to ensure owner-occupancy and flexibility for future home expansions. There were concerns raised about ensuring fair distribution of density among multiple property owners and the potential for one owner to benefit disproportionately.

Cameron Diehl, Executive Director of the Utah League of Cities and Towns, provided insights during the discussion. He explained that the state had created several new tools last year to help address the infrastructure challenges that have been hindering housing development. Diehl noted that the league had brought data to the governor and legislative leadership showing the large number of planned housing units that were stuck due to infrastructure issues. Diehl expressed that the concept of a density bonus in exchange for affordable, owner-occupied housing has generated significant interest among city leaders across the state. He indicated that many Mayors he has spoken with are open to exploring this type of approach, as they are all concerned about the future of homeownership in Utah. He emphasized the importance of cities working together to find solutions, rather than just reacting to state proposals. He suggested that Lehi's attainable housing model could be replicated in other communities if the mechanics can be worked out to balance the needs of both cities and developers.

Councilor Newall expressed support for the overall direction of the attainable housing proposal, stating that it addressed many of the concerns she had with the previous affordable housing plans. Regarding the bonus density approach, Newall emphasized the importance of ensuring the density bonus is tied to the requirement to build the smaller, more affordable home sizes. She felt this was key to actually achieving the goal of creating attainable housing, rather than just allowing developers to maximize profits on larger homes. Newall also highlighted the need to carefully consider community amenities and architectural differentiation, even in these smaller, more affordable developments. She wanted to make sure livability and aesthetics were not sacrificed in the pursuit of affordability. Overall, Newall was generally supportive of the overlay zone concept and bonus density incentives, as long as they were structured in a way

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that truly delivered attainable, owner-occupied housing options for the community. She wanted to ensure the details were well-crafted to meet the city's goals.

Councilor Stallings was generally supportive of the direction. She emphasized the importance of protecting the city's existing affordable housing stock, not just focusing on new construction. Stallings questioned whether the bonus density incentive was truly necessary, suggesting the city could simply create a new zoning designation that allows the smaller, more affordable home sizes without the added density. She was concerned about the city potentially overstepping by offering the bonus. At the same time, Stallings acknowledged the need to be very thoughtful about where this type of attainable housing overlay is applied, to ensure it fits well with the surrounding neighborhoods and does not create undue burdens on infrastructure or traffic. Overall, Stallings was open to the attainable housing concept, but wanted to ensure the city's role was appropriate and that the implementation was carefully considered to benefit the entire community.

Councilor Condie expressed support for the overall direction of the attainable housing proposal, but raised some important considerations. Specifically, he would like to know the impact this may have on rental prices. Regarding the bonus density approach, Condie understood the rationale, but was concerned about the potential for developers to request exceptions and try to apply the overlay in areas that may not be appropriate. He emphasized the need for careful analysis to ensure the increased density can be supported by the existing infrastructure.

Councilor Hancock raised several considerations about the details of the attainable housing overlay. He was concerned about validating the assumption that smaller home sizes would automatically result in reduced infrastructure demands, noting that overall household size and fixture units may not decrease as much as expected. Hancock suggested the Council should consider putting limits on how much the density can be increased, especially in areas currently zoned for larger lots, to avoid dramatic changes without proper analysis. He liked the idea of providing pre-designed expansion options to help make the smaller attainable homes more livable long-term. Hancock also noted the importance of ensuring adequate community amenities, even in these higher density developments, to maintain a good quality of life. Overall, Hancock was supportive of the general direction but wanted to ensure the specifics were carefully crafted to address infrastructure, density, and livability concerns.

Paige Albrecht expressed general support for the direction of the attainable housing initiative, stating that she felt it was heading in a good direction. She appreciated the plan to have the overlay on the general plan, as it would make the opportunity known to property owners upfront. Albrecht raised a question about whether there should be limits on how much the zoning could be changed, particularly if a developer wanted to apply the overlay to an area currently zoned for larger, half-acre lots. She was concerned about dramatic changes to the zoning without proper analysis. Regarding the potential for home occupations and nuisances in the smaller, denser attainable housing areas, Albrecht suggested the Council may need to review the permitted uses and consider any necessary adjustments to the city's nuisance ordinances. Overall, Albrecht was supportive of the attainable housing concept, but wanted to ensure the implementation details were carefully considered to maintain quality of life and community character, especially in areas where the overlay would allow for significant density increases.

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3. **Discussion of the Central School District including appointments made by the Interlocal Board to the Utah County Redistricting Advisory Committee and Naming of the new school district.**

The Council had an extensive discussion about the process for naming the new school district. Mayor Johnson expressed concern that the naming process often becomes an emotional and contentious issue that can distract from more important priorities. Heather Newall emphasized the need for a temporary name other than "Central," as she felt it would be problematic for school board candidates to have to campaign under a placeholder name. Newall advocated for involving the community through surveys and a naming committee led by the Alpine School District. She believed this would help build ownership and avoid negative discussions about the name during the election. Michelle Stallings argued against the city taking the lead on naming, stating that it should be reserved for the elected school board members. She was concerned about the city spending money on the process and potentially not being reimbursed. Stallings felt that the new board should handle the final decision on naming. Councilor Condie suggested sticking with "Central" and allowing the new school board to go through a more inclusive process of gathering public input and selecting the final name. He felt this would provide an important community engagement opportunity for the elected board members. Paige Albrecht agreed that the new board should have the opportunity to name the district, but was open to the Interlocal Board providing a temporary placeholder name to avoid the issue becoming a focus during the election. Paul Hancock stated that if the Council was just going to use a temporary placeholder name, then he thought they should stick with "Central." Hancock used an example to illustrate how a placeholder name, even if not intended to be permanent, can become entrenched and very difficult for the new school board to change later on, so he suggested they simply use "Central" as the placeholder rather than trying to come up with something more creative.

3. **Adjournment**

With no further business to come before the City Council at this time the meeting adjourned at approximately 6:49 p.m.

Approved:

Attest:

_____

Mark Johnson, Mayor

_____

Teisha Wilson, City Recorder

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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 14, 2025,** 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
Heather Newall, Council Member
Michelle Stallings, Council Member

**Others Present**: Jason Walker, City Administrator; Ryan Wood, City Attorney; Lorin Powell, City Engineer; Kim Struthers, Community Development Director; Cameron Boyle, Assistant City Administrator; Marlin Eldred, Economic Development Director; Beau Thomas, Deputy Administrator; Dean Lundell, Finance Director; Matthew Lee, Management Analyst; Steve Marchbanks, Park and Facilities Manager; and Teisha Wilson, City Recorder.

## Pre Council, 5:00 p.m.

### 1. Welcome and Opening Comment

Mayor Johnson welcomed everyone and noted that all Councilmembers were present except for Councilor Condie. Councilor Condie joined the meeting at approximately 5:04 p.m. Councilor Albrecht gave the opening comment.

### 2. Presentations and Reports

2.1 Presentation and Update on Alpine School District- Stacy Bateman and Joylyn Lincoln

The Alpine School District Board representatives provided an overview of the schools located within Lehi, highlighting the balanced enrollment between the two high schools and the growth in enrollment at the junior high level. They discussed concerns about two elementary schools exceeding 1,000 students and noting that it may need to be addressed through reconfiguration and new school construction. The presentation also covered the district's strong concurrent enrollment program, which allows students to earn college credits while in high school, as well as the district's high graduation rates and ongoing capital projects to maintain and update school facilities.

Mayor Johnson asked for a motion to go into the Lehi Redevelopment Agency Meeting.

**Motion:** Councilor Albrecht moved to hold a Closed Session to discuss pending or reasonably imminent litigation. Councilor Newall seconded the motion.

**Roll Call Vote**: Councilor Albrecht, Yes; Councilor Condie, Yes; Councilor Hancock, Yes; Councilor Newall, Yes; and Councilor Stallings, Yes. The motion passed unanimously.

The meeting closed at approximately 5:40 p.m.
The meeting resumed at approximately 5:50 p.m.

**3. Agenda Questions**

Councilor Stallings mentioned that appointments to the Lehi Municipal Water Board are typically discussed in a closed session, as it allows the Council to review qualifications and provide more information. She noted that state code specifically states the legislative body (City Council) is responsible for making these appointments, rather than just the Mayor. Councilor Stallings expressed a desire to have more information about the proposed appointees before approving the resolution, and the Council agreed to go into a closed session to discuss the appointees.

**4. Administrative Report**

Kim Struthers provided an update on efforts to secure additional pedestrian access into the eastern portion of Family Park. He explained that the city has been negotiating with property owners, including one on a cul-de-sac and another along a gas line easement, to obtain six-foot wide pedestrian access points. Struthers noted that an amended plat would need to go through the formal approval process, including a Planning Commission hearing on January 23rd. He wanted to make the Council aware of this in case they received any questions or concerns from nearby residents about the proposed access points.

**5. Mayor and Council Reports**

The Mayor and Council gave an update on their assigned Committees.

**Consideration of holding a Closed Session to discuss the character professional competence, or physical or mental health of an individual and to discuss the purchase, exchange, or lease of real property.**

**Motion:** Councilor Albrecht moved to hold a Closed Session to discuss the character, professional competence, or physical or mental health of an individual and to discuss the purchase, exchange, or lease of real property. Councilor Stallings seconded the motion.

**Roll Call Vote**: Councilor Albrecht, Yes; Councilor Condie, Yes; Councilor Hancock, Yes; Councilor Newall, Yes; and Councilor Stallings, Yes. The motion passed unanimously.

The meeting closed at approximately 6:06 p.m.

Councilor Condie left the meeting at approximately 6:55 p.m.

**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 Councilor Condie who is excused. Mayor Johnson led the Pledge of Allegiance.

**2. 20 Minute Citizen Input**

Brianne Beckstrom expressed frustration over her home-based business being accused of illegal activity despite having a valid business license. She proposed a code amendment to address the issue and challenged the city to grandfather over 500 current home occupation licenses, emphasizing the need to recognize the contributions of these businesses to the community.

Steven Gunther inquired about the process for the redistricting of the new school district board boundaries. He expressed concerns that the formation of the groups to discuss the new districts was not well publicized, and the general public was not aware of the opportunity to participate. Councilor Newall suggested reaching out to the County Commissioners for more information on the redistricting process.

Andrew Jackson offered his support and willingness to help with the home occupation issue. He mentioned that he has a home occupation permit that may be in violation and expressed interest in being part of the decision-making process as a sounding board. The Mayor advised Jackson to provide his input during public comment periods for specific applications.

**3. Consent Agenda**

3.1) Approve Purchase Orders

3.2) Approve Minutes from the December 3rd and December 10th City Council meetings.

Councilor Stallings requested that the minutes from December 10th be amended.

**Motion:** Councilor Hancock moved to approve the consent agenda, with Councilor Stalling's amendment. Councilor Albrecht seconded the motion.

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

**4. Consideration of Resolution #2025-02 approving an agreement with C&L Water Solutions for the lining of sewer mains within the city.**

Greg Allred, Water Division Manager, provided details on the sewer main lining project with CNL Water Solutions. He explained that the project will use a UV-cured "white noodle" lining process to rehabilitate approximately 3,400 feet of sewer main. He offered to arrange for the Mayor and Council to observe the fascinating lining process firsthand.

**Motion:** Councilor Newall moved to approve Resolution #2025-02 approving an agreement with C&L Water Solutions for the lining of sewer mains within the city. Councilor Hancock seconded the motion.

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

5. **Consideration of Resolution #2025-03 approving an agreement with Geneva Rock for the construction of a box culvert at Willow Park.**
Allred explained that the project aims to address a bottleneck in the waste ditch by removing the existing 60 or 72-inch steel pipe that was installed in reverse grade, causing the ditch to back up significantly during runoff season. The new box culvert will be the same size as the other box culverts in the waste ditch, which will lower the flow line and eliminate the choke point. Allred noted that this will make an enormous difference in the area's flood control capabilities.

**Motion:** Councilor Hancock moved to approve Resolution #2025-03 approving an agreement with Geneva Rock for the construction of a box culvert at Willow Park. Councilor Albrecht seconded the motion

**Roll Call Vote**: Councilor Albrecht, Yes; Councilor Condie, Absent; Councilor Hancock, Yes; Councilor Newall, Yes; and Councilor Stallings, Yes. The motion passed with 4 in favor and 1 absent.
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6. **Consideration of Resolution #2025-01 approving a second amendment to the agreement between Lehi City and Utah County for the Dry Creek Lake Regional Recreation Area.**
Lorin Powell, City Engineer, explained that the project includes improvements such as bathrooms, a four-plex, and fishing areas. Powell highlighted that the project has a primary purpose of flood control, and the improvements downstream have made a significant difference in the area's ability to handle flooding. He noted that the county's tourism tax is funding the project, as they believe it will stimulate tourism in the region. Overall, Powell emphasized the importance of the project for both recreational and flood control purposes.

**Motion:** Councilor Newall moved to approve Ordinance #67-2024, a Development Code Amendment to Chapter 37, adding an exception to the connectivity standards for vehicular safety; also remove the word “however” from paragraph 5A and include all Planning Commission and Development Review Committee comments. Councilor Hancock seconded the motion.

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

7. **Consideration of Resolution #2025-05 approving an easement agreement between Lehi City and Geneva Rock Products on a section of Flight Park Road.**
Brad Kenison, Assistant City Engineer, explained that the easement agreement with Geneva Rock Products is related to the Alta Vista development. The current development code requires a second point of public access once a development reaches 50 units. The only current access is off Mountain Point Boulevard, so this easement will allow Lehi City to build a second access point along the currently gravel Flight Park Road. He noted that this is a critical access point for infrastructure improvements.

**Motion:** Councilor Albrecht moved to approve Resolution #2025-05 approving an easement agreement between Lehi City and Geneva Rock Products on a section of Flight Park Road. Councilor Newall seconded the motion.

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

**8. Consideration of Ordinance #01-2025 the Gordon Zone Change on 1.63-acres located at 860 North 2300 West changing the zoning from A-1 to R-1-22 and Neighborhood Commercial.**

Kevin and Sarah Gordan presented their application to the Council. The zone change would allow for a residential lot in the back and retain the front portion as Neighborhood Commercial for a potential daycare center. The property was previously approved for a development agreement limiting the commercial use to a daycare. Councilor Stallings raised concerns about the safety of the proposed flag lot configuration, but was assured it would meet standards and provide better fire access. The current trailer storage on the property is not in compliance with the land use, so they would need to comply before the zone change is recorded.

**Motion:** Councilor Newall moved to approve Ordinance #01-2025 the Gordon Zone Change on 1.63-acres located at 860 North 2300 West changing the zoning from A-1 to R-1-22 and Neighborhood Commercial; including the Development Review Committee Comments. Councilor Albrecht seconded the motion.

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

**9. Consideration of Final Subdivision approval for the River Point Phase 6 Final Subdivision, a PUD subdivision with 38 single-family homes located at approximately 1100 North 3600 West.**

Brandon Watson was representing Edge Homes.

**Motion:** Councilor Albrecht moved to grant Final Subdivision approval for the River Point Phase 6 Final Subdivision, a PUD subdivision with 38 single-family homes located at approximately 1100 North 3600 West; including all Development Review Committee Comments, red line comments and prior to recording of plat comments. Councilor Hancock seconded the motion.

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

DRAFT

**10. Consideration of Ordinance #02-2025 the Public Facility Rezone 2024 located at various locations.**

Kim Struthers presented the public facility rezone for several city-owned properties, including the Family Park property. Struthers explained that this rezone helps ensure these properties remain in public use and makes it easier to identify city-owned land on the zoning map. The Council had a brief discussion, with Mayor Johnson noting that there were some gaps between parcels in the Family Park area. He suggested consolidating the property into one or two larger parcels to resolve any overlaps or gaps. Overall, the Council was supportive of the public facility rezone, recognizing it as a helpful "housekeeping" measure to maintain accurate zoning records for city-owned lands. The Council approved the resolution, excluding a small piece of property that was still being addressed.

**Motion:** Councilor Hancock moved to approve Ordinance #02-2025 the Public Facility Rezone 2024 located at various locations, except for a small pedestrian access that is still being addressed; including all Development Review Committee Comments. Councilor Newall seconded the motion.

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

**11. Consideration of Resolution #2025-04 appointing members to the Board of Trustees of the Metropolitan Water District of Lehi.**

The Board Trustees considered for appointment are John Peterson and Stephen (Steve) Holbrook.

**Motion:** Councilor Hancock moved to approve Resolution #2025-04 appointing members to the Board of Trustees of the Metropolitan Water District of Lehi. Councilor Albrecht seconded the motion.

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

**12. Consideration of Resolution #2025-06 approving an Interlocal Cooperation Agreement with Utah County for an effort to aid the unsheltered.**

Mayor Johnson discussed the interlocal agreement, explaining that the city would contribute $9,000 based on the city's approximate population of 90,000 residents. This contribution will support the operations of the county's shelter for the unsheltered, including providing donations like blankets. The Council requested a report back in a year on how the funds were used and the progress of the effort. Overall, the Council recognized the importance of addressing homelessness and providing necessary resources.

**Motion:** Councilor Albrecht moved to approve Resolution #2025-06 approving an Interlocal Cooperation Agreement with Utah County for an effort to aid the unsheltered. Councilor Newall seconded the motion.

DRAFT

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

**10. Adjournment**

With no further business to come before the City Council at this time, Councilor Albrecht moved to adjourn the meeting. Councilor Hancock seconded the motion. The motion passed unanimously. The meeting was adjourned at approximately 8:05 p.m.

Approved: January 14, 2025 Attest:

_____ _____

Mark Johnson, Mayor Teisha Wilson, City Recorder

DRAFT

**Agenda Item No: 3.3**

# City Council Agenda Item Report

Meeting Date: February 11, 2025
Submitted By: Teisha WIlson
Submitting Department:
Item Type: Action Item
Agenda Section: Consent Agenda

---

**Subject:**
Approve Fleet Surplus Items

**Suggested Action:**

**Attachments:**

Assets to be removed Jan.2025.pdf

## Fleet Surplus January 2025

| | | | |
|---|---|---|---|
| 2012 | Nissan | Titan | 1N6BA0EC9CN322150 |
| 2017 | Ford | Interceptor Utility (K9) | 1FM5K8AR3HGA44598 |
| 2014 | Dodge | Charger | 2C3CDXAT7EH243623 |
| 2016 | Dodge | Charger AWD | 2C3CDXKT1GH348367 |
| 2012 | Ford | F150 XLT Extended | 1FTFX1EFXCFC41106 |
| 2008 | Ford | F550 (Small Bucket) | 1FDAX57R18EE41390 |
| 2004 | International | DT-466/4400 (Versalift Bucket) | 1HTMKAAN04H662182 |
| 2017 | Toro | Ride on Aerator | 400536228 |
| 2010 | Toro | 4500D Mower | 30857-310000553 |
| 2017 | Kubota | RTV | |
| 2011 | Kubota Tractor | L3240 | |
| 2005 | Kubota Mini X | KX121-3SS | |
| 2014 | Ford | Explorer | 1FM5K8B8XEGA69466 |
| 2016 | Ford | F550 | 1FD0W5HT8GED29340 |
| 2016 | Ford | F350 Utility | 1FD7W3FT4GED29339 |
| 2016 | Ford | F350 | 1FD7W3FT4GED29338 |
| 2015 | Dodge | Charger AWD | 2C3CDXKT1FH903302 |

**Agenda Item No: 3.4**

# City Council Agenda Item Report

Meeting Date: February 11, 2025
Submitted By: Teisha WIlson
Submitting Department:
Item Type: Action Item
Agenda Section: Consent Agenda

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**Subject:**
Approve Purchase Orders

**Suggested Action:**

**Attachments:**

PO Index.pdf

PO Request-Stuart C Irby - $164800.pdf

LEHI CITY
CITY COUNCIL AGENDA
February 6, 2025

Consent Agenda: Approval of Purchase Orders

INFORMATION:

| Company | Description | P O Amount | Budget Balance (before PO) |
|---|---|---|---|
| Stuart C. Irby | Construction Materials | $164,800.00 | Inventory |

# Lehi City Purchase Requisition Request

| | | | | | |
|---|---|---|---|---|---|
| **Supplier** | **Name** | STUART C. IRBY CO. | | **Vender #** | |
| | **Street** | PO BOX 843959 | | **Date** | **1/27/2025** |
| | **City** | DALLAS | **State** | TX | |
| | **Zip** | 75284 | **Phone** | 801-724-3000 | |

Dean Lundell

| POWER | 53-1415 | |
|---|---|---|
| **Requesting Department** | **Dept. Account No.** | **Department Head Signature** |

| Quanity | Unit | Materials and Description | Price | Total |
|---|---|---|---|---|
| 200 | | HPS 625BTN41 ELBOW, 25KV 600 AMP KIT 1000 | $128.00 | $25,600.00 |
| | | 6X6 T-BODY KIT FOR 1100 WIRE | | |
| | | | | |
| 400 | | HPS CHANCE 615EPTN41C T BODY 1000 KCMIL | $276.00 | $110,400.00 |
| | | LB KIT W/200A BUSHING NO TEST PT 600 AMP | | |
| | | ELBOW KIT 6X2 T-BODY KIT W/DUMMY COVER | | |
| | | | | |
| 600 | | 3M 7000132477 8454 CABLE ACCESSORY | $48.00 | $28,800.00 |
| | | SEALING KIT | | |
| | | | | |
| | | | | |
| | | PROJECTS INVERNESS PHASE 6, | | |
| | | INVERNESS PHASE 8. LPCP FLIGHT PARK ROAD, | | |
| | | WILLOW PARK CHURCH, SKYE PHASE 3 | | |
| | | RECONDUUCTOR OF 7-11, HORTON WAY | | |
| | | BACK BONE, THE NOTCH, RIVER POINT PHASE 4A | | |
| | | AND 4B | | |
| | | 20 WEEK LEAD TIMES | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | $164,800.00 |

| | | |
|---|---|---|
| | | |
| Justification: | Price Determination | |
| SEE ATT. | Verbal Quote | |
| | Informal Bid | |
| | Written Bid | * |
| | State Bid | |
| | Other | |
| | | |

# Quotation

STUART C IRBY BR 1093 SALT LAKE CTY
6312 WEST BEAGLEY ROAD
WEST VALLEY CITY UT 84128
385-285-3199

| QUOTE DATE | ORDER NUMBER |
|---|---|
| 11/27/24 | S014122191 |

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 | LEHI CITY T BODY KITS | | Gregory J McPhie |

| INSIDE SALESPERSON | | REQD DATE | FRGHT ALLWD | SHIP VIA |
|---|---|---|---|---|
| JOSEPH C RHO | | 11/27/24 | Yes | |

| ORDER QTY | SHIP QTY | LINE | DESCRIPTION | Prc/Uom | Ext.Amt |
|---|---|---|---|---|---|
| | | | ********* Shipping Instructions ********* | | |
| | | | * SCOTT PECK 801-494-9684 * | | |
| | | | * KENNY 385-201-2612 OFC * | | |
| | | | * 801-655-3042 MBL * | | |
| | | | ********** | | |
| 200EA | | 1 | HPS 625BTN41 ELBOW, 25KV 600A KIT 1000 | 128.000EA | 25600.00 |
| | | | ********** | | |
| | | | 20 WEEK LEAD TIME | | |
| | | | ********** | | |
| 400EA | | 2 | HPS CHANCE 615ETPN41C T BODY 1000KCMIL LB KIT W/200A BUSHING NO TEST PT 600A ELBOW KIT | 276.000ea | 110400.00 |
| | | | ********** | | |
| | | | 20 WEEK LEAD TIME | | |
| | | | ********** | | |
| 600EA | | 3 | 3M 7000132477 8454 CABLE ACCESSORY SEALING KIT | 48.000EA | 28800.00 |

*** This is a quotation ***

| | |
|---|---|
| Subtotal | 164800.00 |
| S&H CHGS | 0.00 |
| Sales Tax | 0.00 |
| TOTAL | 164800.00 |

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.

All transactions are subject to and exclusively governed by our Terms and Conditions of Sale, which are incorporated herein and available at: https://www.irbyutilities.com/terms. Additional or conflicting terms are rejected, void, and of no force or effect.

** Reprint ** Reprint ** Reprint **

# QUOTATION

Western United Electric Supply Corp

1010 North Hwy 198
Salem, UT 84653
US
801-822-2174

| Order Number | |
|---|---|
| 2100224 | |
| Order Date | Page |
| 12/09/2024 13:26:03 | 1 of 1 |

Quote Expires On: 12/16/2024

**Pricing and lead times are subject to change at time of shipment due to market volatility**

**Bill To:**

Lehi City
560 Glen Carter Dr
Lehi, UT 84043-3670
US

**Ship To:**

Lehi City
560 WEST GLEN CARTER DRIVE
LEHI, UT 80403
US

Attn: Penny Jensen

Requested By: Kenny Norris

**Customer ID:** 10346

| *PO Number* | *Ship Route* | *Taker* |
|---|---|---|
| HUBBELL T BODY KITS | | CCHRISTENSEN |

| *Quantities* | | | | | *Item ID* / *Item Description* | *Pricing UOM* / *Unit Size* | *Unit Price* | *Extended Price* |
|---|---|---|---|---|---|---|---|---|
| *Ordered* | *Allocated* | *Remaining* | *UOM* / *Unit Size* | *Disp.* | | | | |
| 400.00 | 0.00 | 400.00 | EA | | 615ETPN41C | EA | 381.358696 | 152,543.48 |
| | | | | 1.0 | 15 kV Elbow Tap Plug Kit<br>***20 WEEKS ARO*** | 1.0 | | |
| 200.00 | 0.00 | 200.00 | EA | | 625BTN41 | EA | 231.586957 | 46,317.39 |
| | | | | 1.0 | 25/28 kV, 600 Amp, T-Body Kit<br>***20 WEEKS ARO*** | 1.0 | | |
| 600.00 | 0.00 | 600.00 | EA | | 8454 | EA | 32.844444 | 19,706.67 |
| | | | | 1.0 | Sealing Kit 15kv 750-1500 25kv 600-1250<br>***100 IN STOCK - BALANCE IN 1-2 WEEKS*** | 1.0 | | |

*Total Lines: 3*

| | |
|---|---|
| ***SUB-TOTAL:*** | 218,567.54 |
| ***TAX:*** | 0.00 |
| ***AMOUNT DUE:*** | **218,567.54** |

*U.S. Dollars*

Effective July 1, 2024, Colorado imposes a retail delivery fee of $0.29 on all deliveries by motor vehicle to a location in Colorado with at least one item of tangible personal property subject to state sales or use tax. The fee will be assessed at the time of shipment and included on your invoice.



11 3681 - 09/23/19

# QUOTE

3130 SOUTH 1030 WEST SUITE 2
SALT LAKE CITY, UT 84119
Phone: (801) 288-2831
Fax: 801.288.2837

| ORDERED BY | QUOTE DATE | QUOTE NO. |
|---|---|---|
| KENNY | 12/05/24 | 6255826-00 |
| P.O. DATE | P.O. NUMBER | PAGE NO. |
| 12/05/24 | QUOTE | 1 of 1 |
| SALES REP | TAKEN BY | FREIGHT OUT |
| WRIS | WRIL | NO |

CUST #: 6001692

BILL TO: LEHI CITY
153 NORTH 100 EAST
LEHI, UT 84043

SHIP TO: LEHI CITY POWER
POWER DEPT WAREHOUSE
560 WEST GLEN CARTER BLVD
LEHI, UT 84043-3670

| INSTRUCTIONS | SHIP POINT | VIA | SHIPPED | TERMS |
|---|---|---|---|---|
| | Anixter - wSlc/3304 | Best Way | | Net 30 |

| LINE NO. | PRODUCT AND DESCRIPTION | ORDERED | BO | SHIPPED | UM | PRICE | | NET AMOUNT |
|---|---|---|---|---|---|---|---|---|
| 1 | 615ETPN41C<br>HUBBELL ELBOW 15KV 600A ETP KIT 1000 IC<br>LEAD TIME: 20 WEEKS | 400 | | 400 | each | 276.60 | | 110640.00 |
| 2 | 625BTN41 39207<br>ELBOW 25KV 600A 96359392071<br>Quote# HPS SHEET 1 Quote Exp Dt: 12/31/24<br>LEAD TIME: 20 WEEKS | 200 | | 200 | EA | 124.65 | | 24930.00 |

2 Lines Total Qty Shipped Total 600 Total 135570.00
Invoice Total 135570.00

Last Page

All sales are subject to the Anixter Terms & Conditions of Sale found at www.anixter.com/termsandconditions. Product safety data sheets may be found on the same website.

Wesco may charge you storage and transportation fees if you do not take possession or accept delivery of the above products within ninety (90) days or agreed upon time from such products being available for delivery or pick-up.

**Agenda Item No: 3.5**

# City Council Agenda Item Report

Meeting Date: February 11, 2025
Submitted By: Teisha WIlson
Submitting Department:
Item Type: Resolution
Agenda Section: Consent Agenda

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**Subject:**
Consideration of Resolution #2025-08 appointing a Board Member to the Timpanogos Special Service District.

**Suggested Action:**

**Attachments:**

Res 2025-08.docx

LEHI CITY

**RESOLUTION NO. 2025-08**

**A RESOLUTION OF THE LEHI CITY COUNCIL APPOINTING A BOARD MEMBER TO THE TIMPANOGOS SPECIAL SERVICE DISTRICT**

WHEREAS, Council Member Chris Condie has been the Lehi representative to the Timpanogos Special Service District; and

WHEREAS, at the February 4, 2025 Lehi City Retreat the Mayor and City Council chose different Council assignments and it was recommended that Dave Norman, Lehi City Public Works Director, serve on the TSSD Board; and

WHEREAS, the Mayor of Lehi City wishes to appoint, along with the advice and consent of the City Council, the following individual to the TSSD Board.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF LEHI, UTAH, as follows:

1. Appoint Dave Norman to the Timpanogos Special Service District, whose term will begin immediately, and expire December 31, 2028.

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

PASSED and APPROVED this 11th day of February, 2025

Lehi City Corporation

_____ _____

Mark Johnson, Mayor Teisha Wilson, City Recorder

**Agenda Item No: 4**

# City Council Agenda Item Report

Meeting Date: February 11, 2025
Submitted By: Teisha WIlson
Submitting Department:
Item Type: Resolution
Agenda Section: Regular Agenda

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**Subject:**
Consideration of Resolution #2025-10 approving an agreement with Strong Solutions for Northridge Park and Hidden Canyon Trailhead Construction Services.

**Suggested Action:**

**Attachments:**

Res 2025-10.docx

Agreement for Construction Related Services - Northridge & Hidden Canyon.docx

LEHI CITY

RESOLUTION NO. 2025-10

A RESOLUTION APPROVING AND AGREEMENT WITH STRONG SOLUTIONS LLC FOR NORTHRIDGE PARK AND HIDDEN CANYON TRAILHEAD CONSTRUCTION SERVICES

WHEREAS, Lehi City desires to contract for the construction of Northridge Park and Hidden Canyon Trailhead construction services; and,

WHEREAS, City issued RFP 2025-16 and determined that Strong Solution LLC's response was the lowest responsive and responsible proposal; and

WHEREAS, on February 11, 2025, the City Council held a duly noticed public meeting to ascertain the facts regarding this matter, which facts and comments are found in the meeting record; and,

WHEREAS, after considering the facts and comments presented to the City Council, the Council finds: (i) the Agreement between Lehi City and Strong Solutions LLC should be approved; and ii) such action furthers the health, safety and welfare of the citizens of Lehi.

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

PART I:

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

2. This resolution shall take effect immediately.

Approved and Adopted by the City Council of Lehi City, Utah this 11th day of February, 2025.

LEHI CITY

_____
Mark Johnson, Mayor

ATTEST

_____
Teisha Wilson, City Recorder

Exhibit A

AGREEMENT FOR NORTHRIDGE PARK AND HIDDEN CANYON TRAILHEAD CONSTRUCTION SERVICES

THIS AGREEMENT FOR THE NORTHRIDGE PARK AND HIDDEN CANYON TRAILHEAD CONSTRUCTION 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 Strong Solutions LLC, whose principal place of business is located at 117 East 670 North, Fairfield, UT 84013 ("Contractor").

WHEREAS, City desires to contract for the construction of Northridge Park and Hidden Canyon Trailhead (the "Work"); and

WHEREAS, City issued RFP 2025-16 and Contractor submitted a Response to RFP 2025-16 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 2025-16 and Contractor's Response to RFP 2025-16 dated January 28, 2025, both attached hereto as Exhibit A, and referred to as the "Contract Documents" and by this reference are incorporated herein and made a part of this Agreement.

2. Term. The Work shall commence on the Effective Date and shall be completed no later than October 1, 2025 ("Term"). Failure to complete the Work by the end of the Term constitutes an event of default. The actual damages to the City for the delay in completion may be difficult or impossible to determine. Therefore, in lieu of actual damages, the Contractor shall pay to the City, liquidated damages for each calendar day in completing performance of the Work past the end of the Term, in an amount of $1,000 per day. The final costs for liquidated damages shall be deducted from the Payment amount identified in Section 3 below.

3. Payment. The City's payment shall be $984,170.00. Periodic payments will be made upon the City's receipt of Contractor's invoices for the Work.

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

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

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

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

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

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

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

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

7. Taxes.

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

8. Indemnification and Insurance.

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

8.2 Contractor, at its own expense, shall provide: Workers' Compensation Insurance: Statutory workers' compensation insurance (Part A). Such insurance shall also include employer's liability (Part B) insurance in a limit of not less than $1,000,000 for each: accident, disease and employee. No owner or officer may be excluded. Rights of subrogation against the city shall be waived.

8.3 Contractor, at its own expense, shall maintain General Liability Insurance: Commercial General Liability insurance written on an occurrence basis, arising out of claims for bodily injury (including death), property damage, products liability, completed operations liability, personal injury, advertising injury, damage to premises rented to you, with not less than $3,000,000 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 commercial automobile liability insurance with combined single limits of at least $1,000,000. 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 commercial automobile liability insurance in amounts satisfying applicable Utah law.

8.5 [intentionally left blank]

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

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

9. Performance and Warranty Bonds or Letters of Credit.

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

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

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

9.4 Prior to the City's approval and acceptance of the Work, Contractor must provide the City with a warranty bond/warranty letter of credit in the amount of 10% of the Payment. The completed warranty bond/warranty letter of credit is attached as Exhibit C.

9.4.1 The purposes of the warranty bond/letter of credit is to guarantee that the Work:

(A) complies with this Agreement; and

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

9.5 The warranty bond/warranty letter of credit shall remain valid for the entire Warranty Period.

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

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

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

10. Representations and Warranties.

10.1 Each party represents that:

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

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

10.2 Contractor represents and warrants that:

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

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

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

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

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

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

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

13. Notice.

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

| To the City: | To Contractor: |
|---|---|
| Lehi City Corporation | Strong Solutions LLC |
| Attn: Trent Dyer | Attn: Heather Strong |
| 153 North 100 East | 117 East 670 North |
| Lehi, Utah 84043 | Fairfield, Utah 84013 |

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

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

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

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

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

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

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

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

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

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

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

Dated the _____ day of _____, 2025.

Strong Solutions LLC

_____
By:
Its:

STATE OF UTAH )
: ss.
COUNTY OF UTAH )

On this _____ day of _____, 2025, 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 Strong Solutions LLC and that said document was signed by him/her in behalf of said Company 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 _____, 2023.

Lehi City Corporation

_____
Mayor Mark Johnson

Attest:

_____
Teisha, Wilson, City Recorder

EXHIBIT A – Contract Documents

EXHIBIT B – Performance Bond and Payment Bond

EXHIBIT C – Warranty Bond

**Agenda Item No: 5**

# City Council Agenda Item Report

Meeting Date: February 11, 2025
Submitted By: Teisha WIlson
Submitting Department:
Item Type: Resolution
Agenda Section: Regular Agenda

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**Subject:**
Consideration of Resolution #2025-11 amending the Frances Martens Comer Perpetual Library Fund.

**Suggested Action:**

**Attachments:**

Resolution 2025-11-Amended Comer Fund Resolution (2025) (clean).docx

Resolution-Amended Comer Fund Resolution (2025) (redline).docx

RESOLUTION #: 2025-11

A RESOLUTION AMENDING THE FRANCES MARTENS COMER PERPETUAL LIBRARY FUND.

WHEREAS, in 2000, the Municipal Council established the Frances Martens Comer Perpetual Library Fund ("Fund") to honor Mrs. Frances Comer and her contribution to the literacy and education of the children of Lehi; and

WHEREAS, the resolution creating the Fund granted authority over the Fund to the Library Board ("Board") and established procedures for how the Fund could be used; and

WHEREAS, on October 3, 2024, the City Council approved Resolution 2024-53 authorizing certain changes to the procedures established in the original resolution, and desires now to rescind that resolution and amend the original resolution; and

WHEREAS, the Lehi City Library Board desires to have these procedures amended in a manner that continues to protect the Fund principal while allowing the Board more flexibility in using the fund to benefit the library; and

WHEREAS, currently the Board is authorized to use only 85% of the interest earnings of the preceding fiscal year and requests the authority to use up to 100% of the interest earnings of the preceding fiscal year, 100% of the profits earned through the Spring Gala, and 100% of the profits earned through other Board fund-raising activities; and

WHEREAS, the City Council has authority to amend the procedures that govern the Frances Martens Comer Library Fund and is willing to do so as described below;

NOW, THEREFORE, be it resolved by the Municipal Council of Lehi City, Utah, that that Resolution 2024-53 is hereby repealed and Resolution 02-08-00.2 is amended as shown on the attached Exhibit A.

Approved and Adopted by the Municipal Council of Lehi City this 11th day of February, 2025.

_____
Mayor Mark Johnson
Lehi City

Attest:

_____

EXHIBIT A
RESOLUTION NO. 02-08-00.2

RESOLUTION OF THE LEHI CITY COUNCIL ESTABLISHING THE FRANCES MARTENS COMER PERPETUAL LIBRARY FUND

Whereas, Frances Martens Comer has faithfully and diligently served the City of Lehi as a member of the Lehi City Council from January 1996 through December 1999. In that capacity she served as the Council representative to the City Library Board ("Board") where she was instrumental in expanding the Library's budget and improving conditions for the staff and patrons; and,

Whereas, Mrs. Comer has contributed immeasurably to the literacy and education of many hundreds of children who attended the Lehi Junior High School during her twenty-five year career as a teacher and librarian where she helped instill in many young minds the enrichment that can come by reading good books; and

Whereas, it is the desire of the Lehi City Council to gratefully acknowledge the significant contributions of Mrs. Comer throughout her career and particularly during her tenure as a member of the Lehi City Council by establishing a library fund in her name for the purpose of providing additional and ongoing financial support to the Lehi City Public Library.

Now therefore, be it resolved by the Lehi City Council that a library fund is hereby established and funded in the sum of $25,000.00 and designated as the FRANCES MARTENS COMER LIBRARY FUND ("Fund"). In order to ensure that the fund remain in perpetuity the following restrictions and rules apply:

1. Neither the principal appropriation of $25,000.00 nor any portion of the accumulated interest will be available for use until July 1, 2005. Beginning on that date, 100% of the earned interest for the fiscal year immediately preceding, may be distributed to the Library Board for its use as described below ("Disbursement"). Each year thereafter, subject to the conditions set forth below, the Library Board will be entitled to the use of the Disbursement as it votes to do so. Whatever amount of Disbursement, if any, remains after the Board votes will be added to the perpetual Fund each year.

2. Disbursements may be used for library materials and programs including but not limited to books, periodicals, electronic media, building improvements and library activities. All Disbursements must be approved by the Board.

3. The money generated by the Board's fund-raising activities (including the Spring Gala) may be used by the Board, including saving the money for future projects. In addition, all other funds raised by the Board through additional fund-raising activities may be used by the Board, including saving the money for future projects.

4. Private contributions may be made payable to the Lehi City Corporation, Comer Library Fund. All private contributions become part of the fund balance.

5. The Fund is to be for the ongoing support of the Library and its programs.

6. The City Treasurer is directed to invest all funds in accordance with the Utah Money Management Act.

7. The City Administrator, or designee, shall provide the Board with an annual financial statement showing the current balance of the Fund.

RESOLUTION #: 2025-??

A RESOLUTION AMENDING THE FRANCES MARTENS COMER PERPETUAL LIBRARY FUND.

WHEREAS, in 2000, the Municipal Council established the Frances Martens Comer Perpetual Library Fund ("Fund") to honor Mrs. Frances Comer and her contribution to the literacy and education of the children of Lehi; and

WHEREAS, the resolution creating the Fund granted authority over the Fund to the Library Board ("Board") and established procedures for how the Fund could be used; and

WHEREAS, on October 3, 2024, the City Council approved Resolution 2024-53 authorizing certain changes to the procedures established in the original resolution, and desires now to rescind that resolution and amend the original resolution; and

WHEREAS, the Lehi City Library Board desires to have these procedures amended in a manner that continues to protect the Fund principal while allowing the Board more flexibility in using the fund to benefit the library; and

WHEREAS, currently the Board is authorized to use only 85% of the interest earnings of the preceding fiscal year and requests the authority to use up to 100% of the interest earnings of the preceding fiscal year, 100% of the profits earned through the Spring Gala, and 100% of the profits earned through other Board fund-raising activities; and

WHEREAS, the City Council has authority to amend the procedures that govern the Frances Martens Comer Library Fund and is willing to do so as described below;

NOW, THEREFORE, be it resolved by the Municipal Council of Lehi City, Utah, that that Resolution 2024-53 is hereby repealed and Resolution 02-08-00.2 is amended as shown on the attached Exhibit A.

Approved and Adopted by the Municipal Council of Lehi City this 11th day of February, 2025.

_____

Mayor Mark Johnson
Lehi City

Attest:

_____

EXHIBIT A
RESOLUTION NO. 02-08-00.2

RESOLUTION OF THE LEHI CITY COUNCIL ESTABLISHING THE FRANCES MARTENS COMER PERPETUAL LIBRARY FUND

Whereas, Frances Martens Comer has faithfully and diligently served the City of Lehi as a member of the Lehi City Council from January 1996 through December 1999. In that capacity she served as the Council representative to the City Library Board ("Board") where she was instrumental in expanding the Library's budget and improving conditions for the staff and patrons; and,

Whereas, Mrs. Comer has contributed immeasurably to the literacy and education of many hundreds of children who attended the Lehi Junior High School during her twenty-five year career as a teacher and librarian where she helped instill in many young minds the enrichment that can come by reading good books; and

Whereas, it is the desire of the Lehi City Council to gratefully acknowledge the significant contributions of Mrs. Comer throughout her career and particularly during her tenure as a member of the Lehi City Council by establishing a library fund in her name for the purpose of providing additional and ongoing financial support to the Lehi City Public Library.

Now therefore, be it resolved by the Lehi City Council that a library fund is hereby established and funded in the sum of $25,000.00 and designated as the FRANCES MARTENS COMER LIBRARY FUND ("Fund"). In order to ensure that the fund remain in perpetuity the following restrictions and rules apply:

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2. Disbursements may be used for library materials and programs including but not limited to books, periodicals, electronic media, building improvements and library activities. All Disbursements must be approved by the Board.

3. The money generated by the Board's fund-raising activities (including the Spring Gala) may be used by the Board, including saving the money for future projects. In addition, all other funds raised by the Board through additional fund-raising activities may be used by the Board, including saving the money for future projects.

4. Private contributions may be made payable to the Lehi City Corporation, Comer Library Fund. All private contributions become part of the fund balance.

5. The Fund is to be for the ongoing support of the Library and its programs.

6. The City Treasurer is directed to invest all funds in accordance with the Utah Money Management Act.

7. The City Administrator, or designee, shall provide the Board with an annual financial statement showing the current balance of the Fund.

**Agenda Item No: 6**

# City Council Agenda Item Report

Meeting Date: February 11, 2025
Submitted By: Jacob Curtis
Submitting Department: Planning Division
Item Type: Ordinance
Agenda Section: Regular Agenda

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**Subject:**
Consideration of Ordinance #03-2025 approval of the Cardenas zone change on 0.16 acres located at 610 East State Street changing the zoning from R-2 to Commercial. (moved from the January 28, 2025 meeting)

**Suggested Action:**

**Attachments:**

CC Staff Report Cardenas Zone Change 02.11.25.docx

Cardenas Zone Change DRC 12.11.24.docx

Ord 03-2025.docx

Cardenas Aerial.pdf

Cardenas GP.pdf

Cardenas Zoning.pdf

Cardenas narrative.pdf

Cardenas Zone Change DRC 12.11.24.pdf

# CARDENAS ZONE CHANGE
## CITY COUNCIL REPORT

| | | | |
|---|---|---|---|
| **Applicant** | Nelly Cardenas | | |
| **Meeting Date** | February 11, 2025 | | |
| **Requested Action/Purpose** | Approval of a proposed zone change | | |
| **Location** | 610 East State Street | | |
| **Project Area** | 0.16 acres | | |
| **Existing Zoning** | R-2 | | |
| **Proposed Zoning** | C (Commercial) | | |
| **Existing General Plan Land Use Designation** | C | | |
| **Adjacent Zoning and Land Use** | *North* | MU | State Street |
| | *South* | MU | Harding Shops |
| | *East* | MU | Dollar Tree |
| | *West* | R-2 | Single family residential |
| **Date of DRC Review** | December 11, 2024 | | |
| **Date of Planning Commission Review** | January 9, 2025 | | |
| **Assigned Planner** | Jacob Curtis | | |

## REQUIRED ACTION

| | |
|---|---|
| **Planning Commission** | Review and recommendation |
| **City Council** | Final approval |

## APPLICABLE GENERAL PLAN GOALS AND POLICIES

### COMMERCIAL (C)

The Commercial (C) land use classification is to provide controlled and compatible locations for retail, office, business, and other commercial activities. The classification is intended to enhance employment opportunities, encourage the efficient use of land, enhance property values and the City tax base, and ensure high quality design and function of commercial areas. The Commercial classification may typically include retail sales and services, offices and institutional uses.

## APPLICABLE DEVELOPMENT CODE REGULATIONS

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

1. The effect of the proposed amendment on the character of the surrounding area;
2. Consistency with the goals and policies of the General Plan;
3. Consistency and compatibility of the proposed zone with the General Plan land uses of nearby and adjoining properties;
4. The suitability of the properties for the uses requested and their suitability for the existing uses identified by the General Plan;
5. Whether a change in the uses allowed for the affected properties will unduly affect the uses, or proposed

uses for nearby and adjoining properties;
6. The gain to the public health, safety, and welfare from the existing classification to the proposed amendment; and
7. The overall community benefit of the proposed amendment.

## PROPERTY HISTORY

**June 15, 1872-** This property was incorporated with the original boundaries of Lehi City.

## REPORT ANALYSIS

The applicant is seeking approval of a proposed zone change from R-2 to Commercial on 0.16 acres located at 610 East State Street. This will allow the property owner to explore future redevelopment opportunities. This zone change request is in line with the City's General Plan designation for the property. This change is consistent with the surrounding area as well, which has a mix of residential and commercial uses.

There were two technical DRC comments on the proposed zone change that included the following:

1. Record a 15' PUE&RCE along the State Street frontage
2. Recommend working on a boundary line agreement with neighbor to the west. (overlap in parcels)

Please consider the DRC comments in the motion.

## POSSIBLE MOTIONS AND FINDINGS

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

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

## PLANNING COMMISSION RECOMMENDATION

The Planning Commission reviewed the proposed zone change on January 9, 2025. The minutes and motion from this meeting are as follows:

**3.1) Public hearing and recommendation of Nelly Cardenas' request for review of the Cardenas zone change on 0.16 acres located at 610 East State Street changing the zoning from R-2 (medium density residential) to Commercial.**

Jacob Curtis presented the item. The zone change aligns with the general plan for the city.

Commissioner Jones expressed concern about the change to commercial zoning when it is surrounded by mixed-use zoning that may be used residentially. Curtis explained that regardless of the zoning change, there will not be residential density in the area.

The applicant, Mr. Cardenas, was present. He stated that the zoning change would help his accounting business.

Commissioner Everett opened and closed public comment.

**Motion:** Commissioner Roberts moved to give a positive recommendation to the city council, finding that the zone change is consistent with the goals and policies of the general plan and that it is compatible with the proposed zone change in the general plan. He included all DRC comments.

**Vote:** Commissioner Everett, yes. Commissioner Eyre, yes. Commissioner Kunze, yes. Commissioner Jones, yes. Commissioner Roberts, yes.

Motion passed unanimously.

**Cardenas Residential Zone Change**
**DRC Redline Comments**

*Nelly Cardenas- requests review of the Cardenas zone change on 0.16 acres located at 610 East State Street changing the zoning from R-2 to Commercial.*

DRC Members Present: Glade Kirkham, Garion Rowett, Ryan Allred, Shelbey Brewer, Kim Struthers, Gary Smith, Gary Ellis, James Farnsworth
Assigned Planner: Jacob Curtis
Representatives of the Applicant Present: N/A
Date of Plans Reviewed: 11/26/24
Time Start: 1:10
Time End: 1:10

**DRC REDLINE COMMENTS:**
**Glade – Power:**
1. Record a 15' PUE&RCE along the State Street frontage

**Garion – Fire: No comments**
**Ryan – Water/Sewer: No comments**
**James – Parks: No comments**
**Gary S.– Building/Inspections: No comments**
**Shelbey– Public Works: No comments**
**Gary E. – Engineering: No comments**
**Kim – Planning:**
2. Recommend working on a boundary line agreement with neighbor to the west. (overlap in parcels)

THIS ITEM WILL BE SCHEDULED FOR PLANNING COMMISSION ON JANUARY 9TH.

**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: 03-2025**

**AN ORDINANCE APPROVING A ZONE DISTRICT DESIGNATION AMENDMENT AND ZONING DISTRICT MAP AMENDMENT LOCATED AT 610 EAST STATE STREET**

WHEREAS, Nelly Cardenas, applicant for property located at 610 East State Street and further described by the legal description attached as Exhibit "A", has applied for an amendment to the Zone District and Zoning District Map; and

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

WHEREAS, following a public hearing on January 9, 2025, the Lehi City Planning Commission reviewed the proposed Zoning District Designation and Zoning District Map amendment and forwarded it to the City Council to decide on the proposed amendment; and

WHEREAS, on February 11, 2025, the Lehi City Council held a duly noticed meeting to receive public comment and ascertain the facts regarding this matter, which facts and comments are found in the hearing record and which include the staff report, minutes from the Planning Commission meeting of January 9, 2025; and

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

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

PART I:

The Zone District Designation and the Zoning District Map of the property described on Exhibit "A" are hereby amended to Commercial.

PART II:

A. If a provision of this Ordinance 03 -2025 conflicts with a provision of a previously adopted ordinance concerning the same title, chapter, and/or section number amended herein, the

provision in this Ordinance shall prevail.

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

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

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

Approved and Adopted by the City Council of Lehi City this 11th day of February 2025.

ATTEST

_____ _____

Mark Johnson, Mayor Teisha Wilson, City Recorder

EXHIBIT “A”

CARDENAS ZONE CHANGE

12:049:0054- Taxing Description: COM N 660.76 FT & W 36.44 FT FR S 1/4 COR. SEC. 9, T5S, R1E, SLB&M.; N 1 DEG 26' 0" W 116 FT; S 62 DEG 42' 0" E 87.01 FT; S 0 DEG 29' 31" E .87 FT; S 0 DEG 29' 31" E 71.86 FT; S 89 DEG 59' 59" W 72.15 FT; S 2 DEG 15' 0" E 1.9 FT; W 3.22 FT TO BEG. AREA 0.162 AC.

# Cardenas Zone Change

Aerial

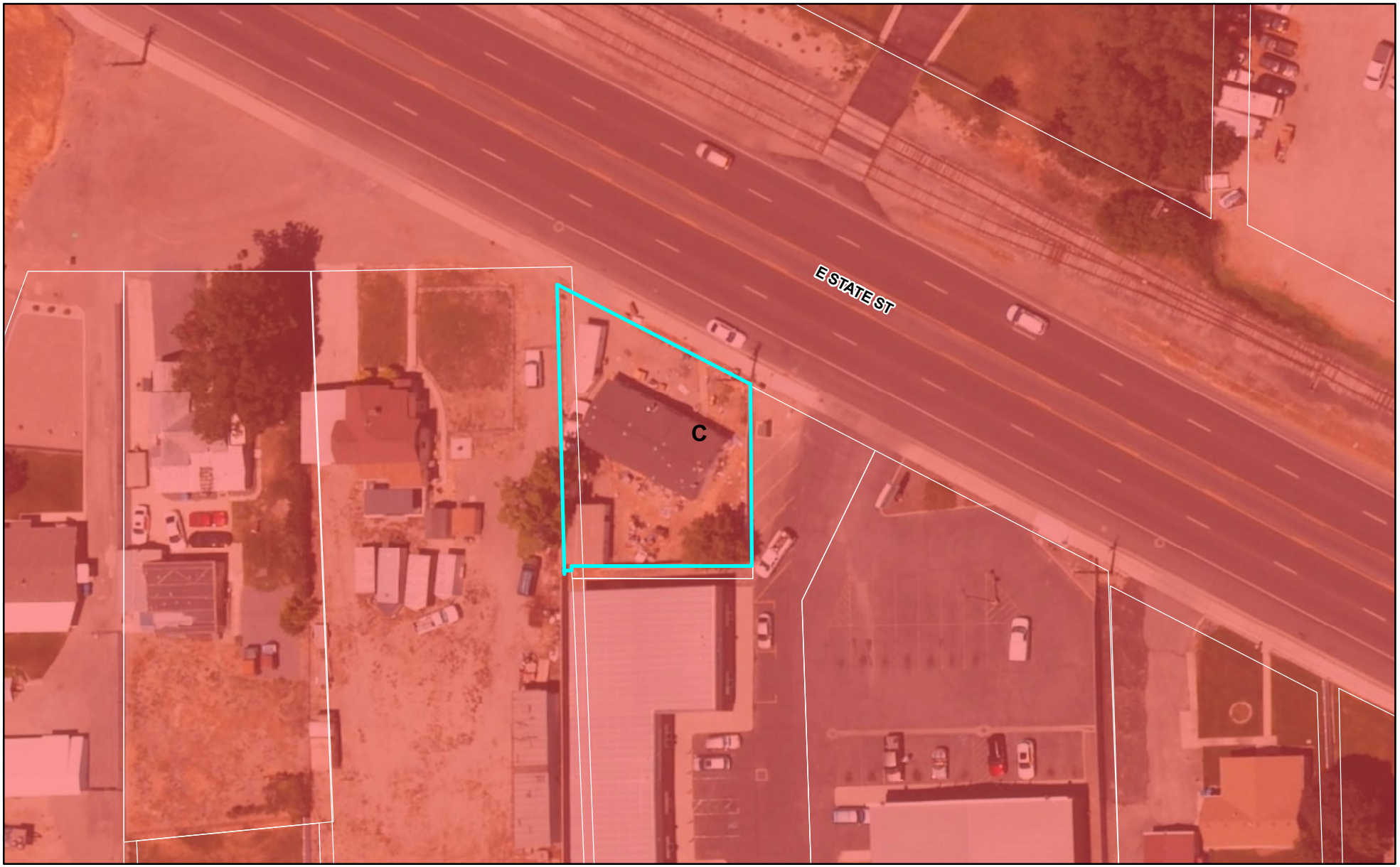



0 60 120 Feet

LEHI CITY

# Cardenas Zone Change

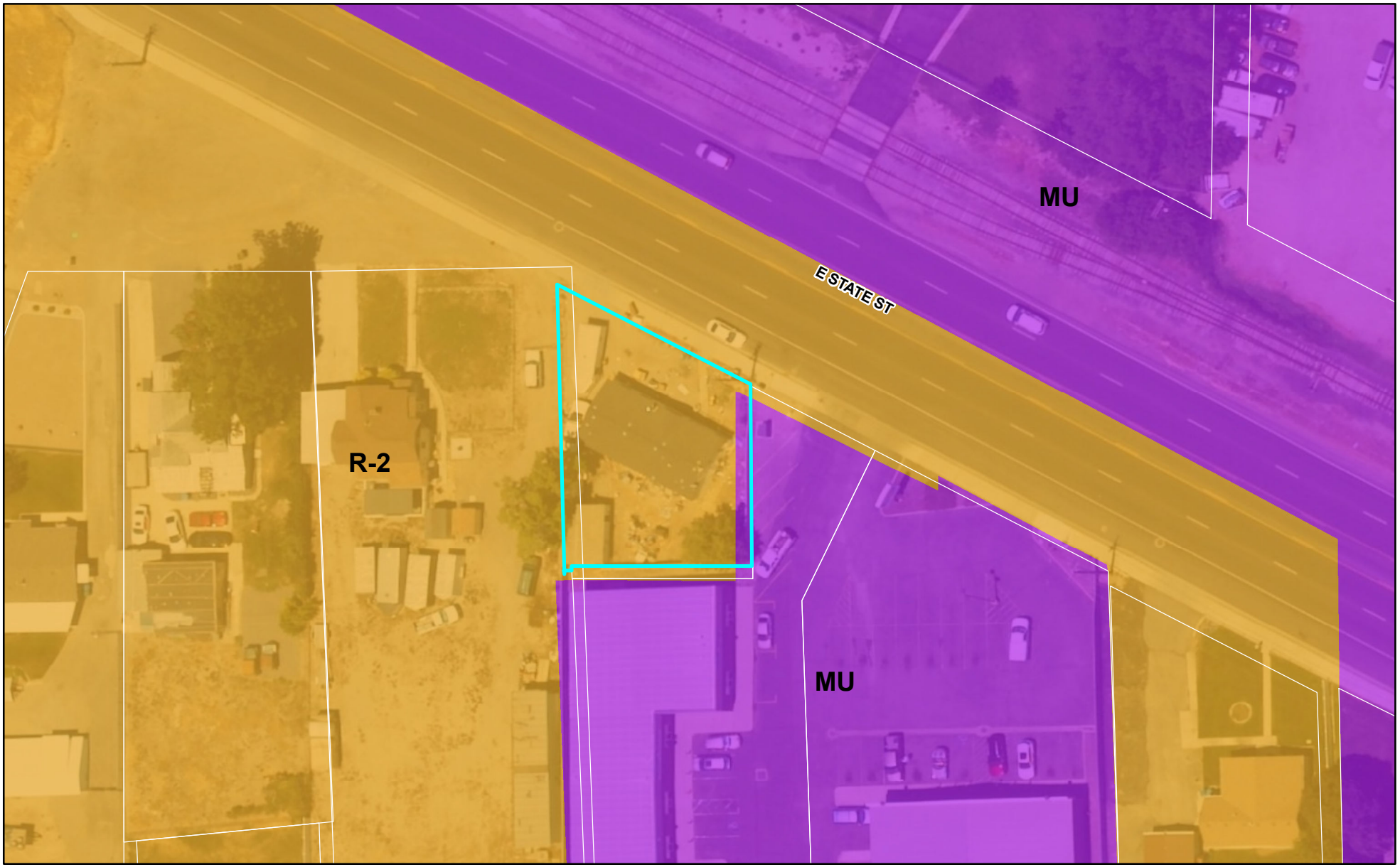
General Plan




LEHI CITY

# Cardenas Zone Change

Zoning




0 60 120 Feet

LEHI CITY

December 12th, 2024

Dear Lehi City Planning and Zoning Department,

I am writing to formally request a zoning change for my property located at 610 E State Street, Ut 84043. Currently the property is zoned as residential. The reason for this request is driven mainly by the property location and the potential for economic growth. I believe that this change will not only benefit the local economy but also enhance the neighborhood by providing positive impacts such as job creation, increased property value, or improved infrastructure.

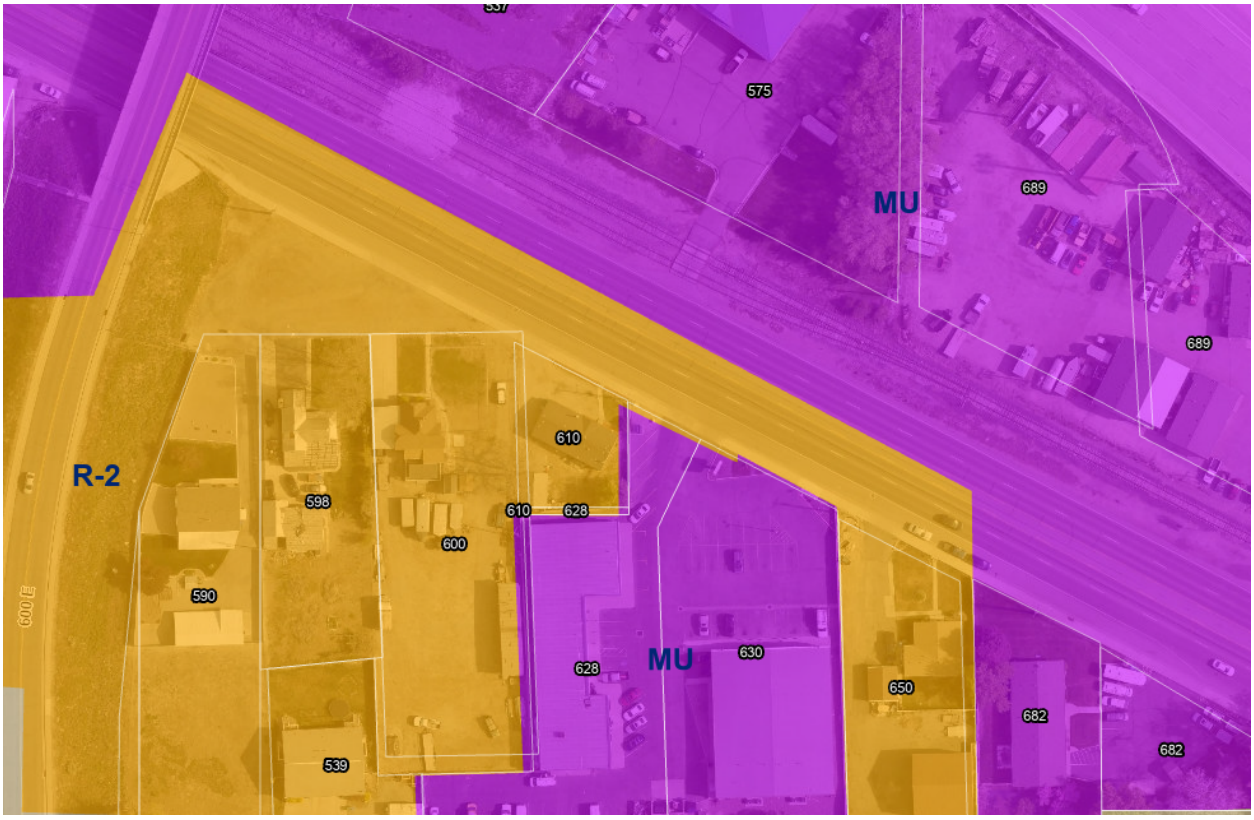
The zoning change also supports Lehi's general plan by fostering balanced growth and encouraging the efficient use of land in areas suitable for commercial development.

I am confident that this change will be a positive step for the property, the surrounding neighborhood, and the city.

I kindly request an opportunity to discuss this matter further with the appropriate city officials. Please let me know if there are additional documents or steps required to proceed with this request.

Sincerely,

Yesika Cardenas



Current Zoning

LEHI CITY
PIONEERING UTAH'S FUTURE

# APPLICATION FOR ZONING MAP AMENDMENT

(Section 04-050 - 04-070 Lehi City Development Code)

For Office Use Only

File #:_____ Application Date:_____ Receipt #:_____ Planner:_____

Fee: $400

Name of Applicant Nelly Cardenas Authorized Agent (if applicable): _____

Address: 741 W 2450 N City: Lehi State: UT Zip: 84043

Phone#: 3857696117 Cell#:_____ Email: neycardenas@hotmail.com

Name of Owner(s) (if other than applicant): _____

(if more than one owner, attach additional information for each owner to this application)

Address: _____ City: _____ State:_____ Zip: _____

Phone#: _____ Cell#:_____ Email: _____

Owner's Signature of Authorization to file: _____

(if more than one owner, attach the signature of each owner to this application)

Address of Proposed Amendment: 610 E State Street Acres included Amendment: 0.16

Current Zone District Assignment: R2 Proposed Zone District Assignment: Commercial

Is the amendment consistent with the General Plan? Yes X No_____

## APPLICATION SUBMITTAL PROCEDURES

(1) _____ The applicant shall contact a member of the Planning Staff before submitting plans electronically.

(2) _____ The applicant shall create an account and submit all required information electronically through the following link https://www.lehi-ut.gov/government/public-meetings/planning/applications/ (Agency Code Leh02), including:

(a) _____ the completed application and all other required information from the checklist outlined below.

(3) _____ **Staff will then review the submittal and send out an email with a link for the payment of fees.**

(4) _____ The applicant shall provide stamped, addressed #10 business envelopes for all property owners within 300 feet, including a mailing list.

The names and addresses for the most recently available Utah County tax assessment records can be found by using the following link https://maps.utahcounty.gov/PropertyNotification/PropertyNotification.htm. It shall be the sole responsibility of the applicant to verify that the mailing list and envelopes are complete and accurate.

The deadline for submittal for the meeting of the Reviewing Departments is 5:00 pm on Tuesday for review the following week on Wednesday. All fees need to be paid by noon on Wednesday (a week before the meeting). ***It is the applicant's responsibility to call and confirm their scheduled DRC time.***

## APPLICATION SUBMITTAL REQUIREMENTS

Please read the applicable sections of the Lehi City Development Code in detail before submitting any type of project application. Attach to the application all necessary documentation as per the following Checklist. Missing information may be cause for denial of application.

The following items, at a minimum, shall be included with the application for any Zoning Map Amendment:

## APPLICANT(S) CERTIFICATION

I (we) certify under penalty of perjury that this application and all information submitted as a part of this application is true, complete and accurate to the best of my knowledge. Should any of the information or representations submitted in connection with this application be incorrect or untrue, I (we) understand that Lehi City may rescind any approval or take any other legal or appropriate action. I (we) also acknowledge that I (we) have reviewed the applicable sections of the Lehi City Development Code and that items and checklists contained in this application are basic and minimum requirements only and that other requirements may be imposed that are unique to individual projects or uses. I (we) also agree to allow the Staff, Planning Commission, or City Council or appointed agent(s) of the City to enter the subject property to make any necessary inspections thereof. I (we) also acknowledge that I (we) understand the water rights conveyance requirements for Zoning Map Amendments contained in Section 27-040 of the Lehi City Development Code.

Applicant's Signature_____ Title_____ Date_____

Owner's Signature (if not the applicant)_____ Date 12/04/24

(If the proposed Zoning Map Amendment involves more than one property owner, please include the signatures of each owner)

***Name***_____ Phone_____ Tax I.D./Parcel # (s)_____

Current Zone District Assignment_____ Proposed Zone District Assignment_____

Address_____ Signature_____

***Name***_____ Phone_____ Tax I.D./Parcel # (s)_____

Current Zone District Assignment_____ Proposed Zone District Assignment_____

Address_____ Signature_____

Each owner and signer for himself says: I have personally signed this Application; I am aware of the requested Zoning Amendment and understand the terms and conditions of this Application; I am an owner of a portion of the property above mentioned and located at or near Lehi, Utah County, State of Utah, and my post office address is correctly written after my name. (attach additional sheets as necessary)

**Please Note:**

***Attendance at Planning Commission & City Council meetings is <u>required</u> by the applicant or a representative. It is the applicant's responsibility to call for meeting dates and times. Fee payment is required at time of application submittal.***

December 12th, 2024

Dear Lehi City Planning and Zoning Department,

I am writing to formally request a zoning change for my property located at 610 E State Street, Ut 84043. Currently the property is zoned as residential. The reason for this request is driven mainly by the property location and the potential for economic growth. I believe that this change will not only benefit the local economy but also enhance the neighborhood by providing positive impacts such as job creation, increased property value, or improved infrastructure.

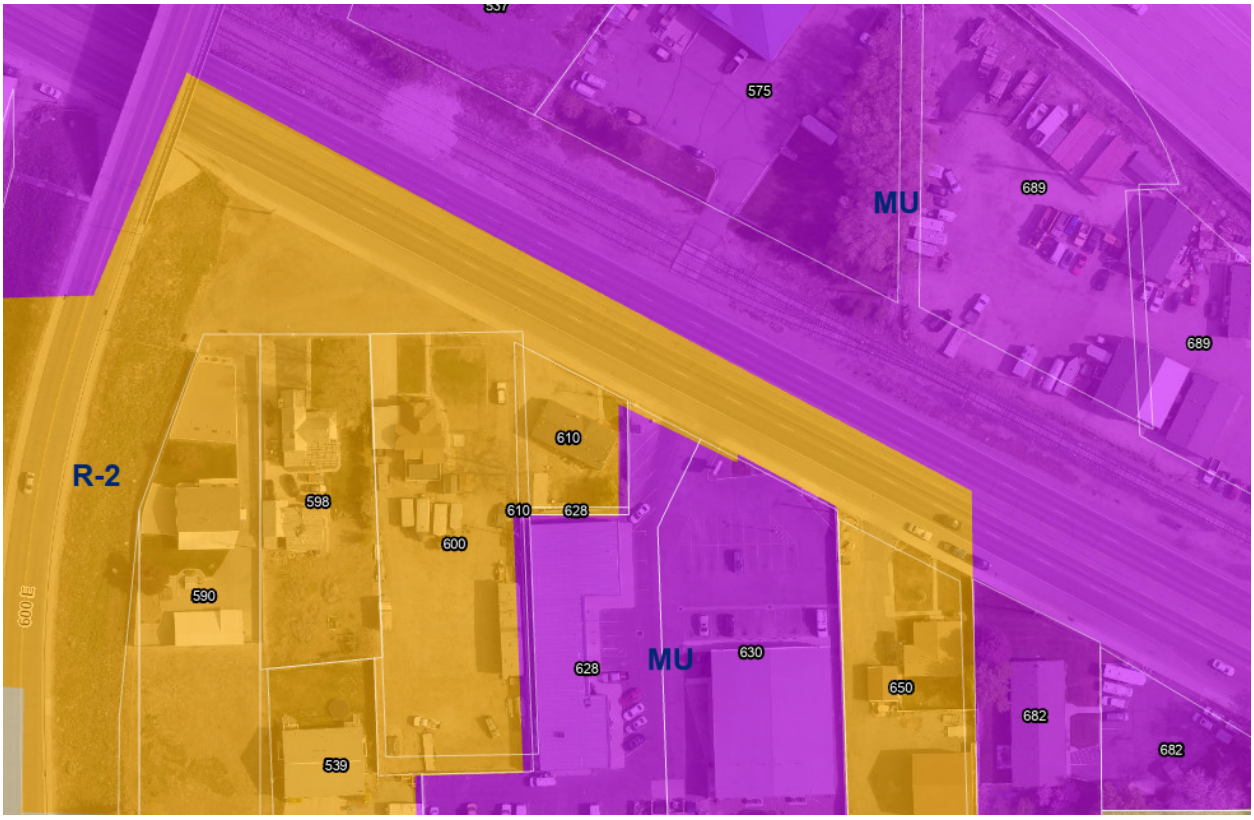
The zoning change also supports Lehi's general plan by fostering balanced growth and encouraging the efficient use of land in areas suitable for commercial development.

I am confident that this change will be a positive step for the property, the surrounding neighborhood, and the city.

I kindly request an opportunity to discuss this matter further with the appropriate city officials. Please let me know if there are additional documents or steps required to proceed with this request.

Sincerely,

Yesika Cardenas



Current Zoning



General Plan Map



HARDING SHOPS
DOLLAR TREE
AIR EXPRESS
HEATING
AIR CONDITIONING
266-8589
FOUNDATION CHIROPRACTIC
801-766-1366
Foundationchiroline.com


HARDING SHOPS
DOLLAR TREE
AIR EXPRESS
HEATING
AIR CONDITIONING
766-6589
FOUNDATION CHIROPRACTIC
801-766-1366
American Fork
Main St


OBALT
FRIGERATION INC.



**Agenda Item No: 7**

# City Council Agenda Item Report

Meeting Date: February 11, 2025
Submitted By: Jacob Curtis
Submitting Department: Planning Division
Item Type: Ordinance
Agenda Section: Regular Agenda

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**Subject:**
Consideration of Ordinance #06-2025 approval of a comprehensive Development Code amendment to Table 05.030.A, the residential table of uses.

**Suggested Action:**

**Attachments:**

CC Staff Report Table 05.030-A Residential Table of Uses Development Code Amendment 02.11.25.docx

Residential Table of Uses Update DRC 01.08.25.docx

Ord 06-2025.docx

TBL05.030-AResUses December 2024 update.doc

# RESIDENTIAL TABLE OF USES (TABLE 05.030-A)
# DEVELOPMENT CODE AMENDMENT
## CITY COUNCIL REPORT

| | |
|---|---|
| **Applicant** | Lehi City |
| **Meeting Date** | February 11, 2025 |
| **Requested Action/Purpose** | Approval of a proposed amendment to the Lehi City Development Code |
| **Date of DRC Review** | January 8, 2025 |
| **Date of Planning Commission Review** | January 23, 2025 |

## REQUIRED ACTION

| | |
|---|---|
| **Planning Commission** | Review and recommendation |
| **City Council** | Final approval |

## APPLICABLE DEVELOPMENT CODE REGULATIONS

**Section 04.060. Criteria for Approval.**
No amendment to this Code, or the Zoning District Map(s), may be recommended for approval by the Commission nor approved by the City Council unless such amendment or conditions thereto are consistent with the General Plan. In considering a Code amendment, or Zoning District Map(s) amendment, the applicant shall identify, and the City Staff, DRC, Commission, and the City Council may consider the following factors, among others:

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

## REPORT ANALYSIS

Lehi City requests approval of a comprehensive Development Code amendment to the residential table of uses (Table 05.030-A). The updates to the table are a result of direction given by the City Council a few months ago to look at the non-residential table. While working on the non-residential table of uses, staff decided that it might be beneficial to update the residential table as well.

The changes made to the table are minor and involve combining some uses, removing items from the table altogether, including references, and the addition of accessory buildings and uses incidental to an allowed use. Some highlights of the amendment are listed below:

- Public uses, such as parking and sporting facilities, were removed because as City owned properties they would get rezoned to Public Facility and are permitted in that zone.

- Animal rights were removed from the table, but a note was added to clarify that animal rights still exist but are

primarily determined by lot size per Section 12.120 or Table 12.260 of the Code.

- Allowing adult day care in all residential zones in an attempt to help those that due to age or disability need greater assistance. This is different from a group home or treatment facility.

The DRC had two comments that were addressed prior to the Planning Commission meeting. The updates are shown in the packet. The comments related to accessory buildings and uses and animal rights.

Please consider the DRC comments in the motion.

## POSSIBLE MOTIONS AND FINDINGS

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

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

## PLANNING COMMISSION RECOMMENDATION

The Planning Commission reviewed the proposed amendment on January 23, 2025. The minutes and motion from this meeting are as follows:

**3.6) Public hearing and recommendation of Lehi City's request for review of a comprehensive Development Code Amendment to Table 05.030.A, the residential table of uses.**

Brittney Harris presented the item. Several changes have been made, including: getting rid of the municipal parking lot category; combining fields and greenways in the same category as playgrounds and sports fields; moving accessory building to the 'other' category and including new structures under the umbrella; and pulling the animal rights category altogether.

Commissioner Eyre asked if golf courses should be put in the parks category as they are paid businesses. He clarified that he had no strong opinions, but it would be worth considering. Brittney Harris agreed that there was a strange overlap with the commercial recreation facility category and the parks category. She suggested removing golf courses from the parks category and leaving them solely in the commercial recreation facility category. Commissioner Eyre agreed.

Commissioner Lockhart asked why public schools are automatically allowed, but private schools are conditional. Brittney Harris explained that public schools can't be legislated by cities. Commissioner Lockhart said that she would prefer to get rid of all conditional-use categories and make them all permitted and move the decision-making to the city council.

**Motion:** Commissioner Eyre moved to positively recommend to the city council with the findings that the proposed development code amendment is in conformance with the purposes, intent, and provisions of the general plan and its various elements. He included all DRC comments. He requested that golf courses be removed from the list of permitted facilities, as it is a duplicate.

Commissioner Lockhart requested that Commissioner Eyre include a recommendation for the city council to go over all conditional uses in the code. Eyre included the recommendation.

**Amended Motion:** Commissioner Eyre moved to positively recommend the city council with the findings that the proposed development code amendment is in conformance with the purposes, intent, and provisions of the general

plan and its various elements. He included all DRC comments. He requested that golf courses be removed from the list of permitted facilities, as it is a duplicate. He also requested that the city council go over all conditional uses in the code.

**Vote:** Commissioner Jackson, yes. Commissioner Everett, yes. Commissioner Lockhart, yes. Commissioner Eyre, yes. Commissioner Kunze, yes.

Motion passed unanimously.

**Residential Table of Uses Update**
**DRC Redline Comments**

*Lehi City- requests review of a Development Code amendment to **Table 05.030.A**, regarding the residential table of uses.*

DRC Members Present: Glade Kirkham, Garion Rowett, Ryan Allred, Shelbey Brewer, Kim Struthers, Gary Smith, Gary Ellis, James Farnsworth, Luke Seegmiller
Assigned Planner: Jacob Curtis
Representatives of the Applicant Present: None
Date of Plans Reviewed: 12/10/24
Time Start: 1:55 pm
Time End: 2:00 pm

**DRC REDLINE COMMENTS:**
**Glade – Power: No comments**
**Garion – Fire: No comments**
**Ryan – Water/Sewer: No comments**
**James – Parks: No comments**
**Gary S. – Building/Inspections: No comments**
**Shelbey – Public Works: No comments**
**Gary E. – Engineering: No comments**
**Luke- Traffic: No comments**
**Kim – Planning:**
1. Need to add a line to the table that is *Accessory Buildings and Uses* to cover things like a private pool or a sports court
2. Add note that references that animal rights requirements can be found in Chapter 12.

THIS ITEM WILL BE SCHEDULED FOR PLANNING COMMISSION ON JANUARY 23, 2025.

**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: 06-2025**

**AN ORDINANCE AMENDING THE LEHI CITY DEVELOPMENT CODE TABLE 05.030-A, RESIDENTIAL TABLE OF USES**

WHEREAS, it has become necessary to amend the Residential Table of Uses in the Lehi City Development Code; and

WHEREAS, this amendment seeks to clarify allowed uses in the residential zones of Lehi; and

WHEREAS, following a public hearing on January 23, 2025, the Lehi City Planning Commission reviewed the proposed revisions and forwarded a positive recommendation to the City Council; and

WHEREAS, on February 11, 2025, the City Council held a duly noticed meeting to receive public comment and ascertain the facts regarding this matter, which facts and comments are found in the hearing record and which include the staff report, minutes from the Planning Commission meeting of January 23, 2025, and the positive recommendation of the Planning Commission; and,

WHEREAS, after considering the facts and comments presented to the Municipal Council, the Council finds: Table 05.030-A of the Lehi City Development Code should be amended; and such action furthers the health, safety, and welfare of the citizens of Lehi.

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

PART I:

Table 05.030-A of the Lehi City Development Code is hereby amended.

PART II:

A. If a provision of this Ordinance 06 -2025 conflicts with a provision of a previously adopted ordinance concerning the same title, chapter, and/or section number amended herein, the provision in this Ordinance shall prevail.

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

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

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

Approved and Adopted by the City Council of Lehi City this 11th day of February 2025.

ATTEST

| | |
|---|---|
| _____ | _____ |
| _____ | _____ |
| Mark Johnson, Mayor | Teisha Wilson, City Recorder |

## TABLE 05-030-A
## TABLE OF USES − AGRICULTURE AND RESIDENTIAL DISTRICTS

*(Amended 10/10/00; 3/27/01; 04/09/02; 07/09/02; 11/18/03; 09/25/07; 09/09/08; 12/09/08; 04/27/10; 12/14/10; 05/22/12; 11/13/12; 02/24/15; 01/26/16; 05/24/16; 09/13/16; 01/16/18; 09/25/18; 01/22/19; 03/31/20; 01/10/23; 02/28/23; 09/19/23; ???)*

| USE | DISTRICT | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | TH-5 | A-5 | A-1 | RA-1 | R-1-22 | R-1-15 | R-1-12 | R-1-10 | R-1-8/ R-1-Flex | R-2 | R-2.5 | R-3 |
| RESIDENTIAL DWELLING TYPES | | | | | | | | | | | | |
| Single-Family Dwelling | P[1] | P | P | P | P | P | P | P | P | P | P | P |
| Twin Home | | | | | | | | | | P | P | P |
| Two-Family Dwelling (Duplex) | | | | | | | | | | P | P | P |
| Three-Family Dwelling | | | | | | | | | | P | P | P |
| Four-Family Dwelling | | | | | | | | | | P | P | P |
| Internal Accessory Dwelling Unit (see Sec. 26.030) | P[1] | P | P | P | P | P | P | P | P | P | P | P |
| Detached Accessory Dwelling Unit [>15,000 square foot lot; See Sec. 26.040] | P[1,4] | P[4] | P[4] | P[4] | P[4] | P[4] | P[4] | P[4] | P[4] | P[4] | P[4] | P[4] |
| Group Homes | P[1] | P | P | P | P | P | P | P | P | P | P | P |
| Modular Home | P[1] | P | P | P | P | P | P | P | P | P | P | P |
| Multi-Family Dwellings [>4 dwelling units] | | | | | | | | | | P | P | P |
| Townhouses/Condominiums [See Sec.37.040] | | | | | | | | | | P | P | P |
| PUBLIC/CIVIC USES | | | | | | | | | | | | |
| | | | | | | | | | | | | |
| Churches (places of worship) | | P | P | P | P | P | P | P | P | P | P | P |
| | | | | | | | | | | | | |
| Parks, Playgrounds, Sports Fields, Open Space, Golf Courses, Trails and Greenways | P[1] | P | P | P | P | P | P | P | P | P | P | P |
| Public/Civic Buildings | | P | P | P | P | P | P | P | P | P | P | P |
| Public Schools | | P | P | P | P | P | P | P | P | P | P | P |

Notes:Section 12.120 or Table 12.260 of this Code has information for Animal Rights, which are primarily determined by lot size.
P = Uses allowed as a Permitted Use.
C = Uses allowed as a Conditional Use. Uses not identified as either a Permitted or Conditional Use are deemed to be prohibited.
[1] Permitted to the extent that such use can occur without city culinary or pressurized irrigation water services. However, a building permit will not be issued without compliance with Table 12-060. Such compliance may require a zone change and water dedication pursuant thereto;
[2] Use conditioned upon a finding by the Planning Commission that such use is compatible with surrounding uses.
[3] Requires Site Plan approval by the Planning Commission.
[4] Detached Accessory Dwelling Units require a minimum lot size of 15,000 square feet. May require a conditional use permit based on year built.

| USE | DISTRICT | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | **TH-5** | **A-5** | **A-1** | **RA-1** | **R-1-22** | **R-1-15** | **R-1-12** | **R-1-10** | **R-1-8/ R-1-Flex** | **R-2** | **R-2.5** | **R-3** |
| Private Schools | | C | C | C | C | C | C | C | C | C | C | C |
| | | | | | | | | | | | | |
| Sporting Facilities, Arenas-Non-Municipal | P[1] | C | C | | | | | | | | | |
| | | | | | | | | | | | | |
| UTILITIES | | | | | | | | | | | | |
| Electrical Substations and Power Transmission Lines, Municipal | | P | P | P | P | P | P | P | P | P | P | P |
| Electrical Substations and Power Transmission Lines, Non-Municipal | | C | C | C | C | C | C | C | C | C | C | C |
| Oil & Gas Transmission Lines | | C | C | C | C | C | C | C | C | C | C | C |
| Public and Private (with franchise agreement) Utility Underground Lines, and Rights of Way | | P | P | P | P | P | P | P | P | P | P | P |
| Public and Private (with franchise agreement) Utility Buildings and Other Above Ground, Structures | | C | C | C | C | C | C | C | C | C | C | C |
| Renewable Energy System (Solar and Small Wind Energy Systems – See Chapter 19) | P | P | P | P | P | P | P | P | P | P | P | P |
| OTHER USES | | | | | | | | | | | | |
| Accessory Buildings and Uses incidental to an allowed use | P[1] | P | P | P | P | P | P | P | P | P | P | P |
| Adult Day Care | P[1] | P | P | P | P | P | P | P | P | P | P | P |
| Agriculture (Horticulture) | P[1] | P | P | P | P | P | P | P | P | P | P | P |
| | | | | | | | | | | | | |
| | | | | | | | | | | | | |

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| USE | DISTRICT | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | **TH-5** | **A-5** | **A-1** | **RA-1** | **R-1-22** | **R-1-15** | **R-1-12** | **R-1-10** | **R-1-8/ R-1-Flex** | **R-2** | **R-2.5** | **R-3** |
| | | | | | | | | | | | | |
| | | | | | | | | | | | | |
| Nursing Home, Rest Home, Assisted Living Facility, or Retirement Home/Center | | | | | | | | | | C | C | C |
| Bed and Breakfast Inn | | C | C | C | C | | | | | | | |
| Beekeeping [See Sec. 12-120(E)] | P[1] | P | P | P | P | P | P | P | P | P | P | P |
| Cannabis Production Establishment [See Sec. 12-130(L)] | | | P | | | | | | | | | |
| Child Daycare (commercial) | | | | | | | | | | C | C | C |
| Commercial Campgrounds | | C | | | | | | | | | | |
| Commercial Recreation Facilities | C[1] | C | C | C | C | C | C | | | | | |
| | | | | | | | | | | | | |
| Greenhouses (commercial) | | C | C | C | C | | | | | | | |
| Kennels | | C | C | | | | | | | | | |
| Model Home [See Sec.12.220] | | P | P | P | P | P | P | P | P | P | P | P |
| Portable Storage Container [See Sec. 12.130-D] | P | P | P | P | P | P | P | P | P | P | P | P |
| Rock, Sand, Gravel, and Topsoil Storage and Distribution | | C | | | | | | | | | | |
| Short Term Rental [See Sec. 12. 240] | | P | P | P | P | P | P | P | P | P | P | P |
| | | | | | | | | | | | | |

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[2] Use conditioned upon a finding by the Planning Commission that such use is compatible with surrounding uses.
[3] Requires Site Plan approval by the Planning Commission.
[4] Detached Accessory Dwelling Units require a minimum lot size of 15,000 square feet. May require a conditional use permit based on year built.

**Agenda Item No: 8**

# City Council Agenda Item Report

Meeting Date: February 11, 2025
Submitted By: Teisha WIlson
Submitting Department:
Item Type: Resolution
Agenda Section: Regular Agenda

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**Subject:**
Consideration of Resolution #2025-09 approving the amended Planning Commission Bylaws.

**Suggested Action:**

**Attachments:**

Res 2025-09.docx

BY-LAWS2025 Draft.docx

LEHI CITY

**RESOLUTION NO. 2025-09**

# A RESOLUTION OF THE LEHI CITY COUNCIL APPROVING THE AMENDED PLANNING COMMISSION BYLAWS.

WHEREAS, Lehi City Development Code 03.030 outlines the Powers and Duties of the Lehi City Planning Commission; and

WHEREAS, the Lehi City Planning Commission recently voted to amend their current Bylaws; and

WHEREAS, Lehi City Development Code 03.030(1) states that the Planning Commission Bylaws shall be approved by the City Council before taking effect.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF LEHI, UTAH, that the attached amended Planning Commission Bylaws are approved.

PASSED and APPROVED this 11th day of February, 2025.

LEHI CITY

ATTEST

_____ _____

Mark Johnson, Mayor

Teisha Wilson, City Recorder

# LEHI CITY PLANNING COMMISSION

## BY-LAWS FOR CONDUCTING THE BUSINESS OF THE PLANNING COMMISSION RE-ADOPTED BY THE LEHI CITY CITY COUNCIL ON (DATE)

### 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 as outlined in Section 3-2-2 Of the Municipal Code.

### 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-301and 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 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
If 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 elect 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 on the date final action was taken by the Commission.

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.