



Lehi City Council Meeting Agenda June 10, 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. Financial Report- Dean Lundell, Finance Director
 - 2.2. Fraud Risk Assessment Review- Dean Lundell, Finance Director
 - 2.3. Presentation of the PARC Tax Committee Recommendations.
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
6. Consideration of holding a Closed Session to discuss pending or reasonably imminent litigation and to discuss the purchase, exchange or lease of real property; and the discuss the character, professional competence, or physical or mental health of an individual.

Regular Session, 7:00 p.m.

1. Welcome, Roll Call, Pledge of Allegiance
2. Presentations and Reports
 - 2.1. Lehi Round-Up Rodeo Royalty Presentation
3. 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.)

4. Consent Agenda

4.1. Approve Purchase Orders

4.2. Approve City Council Meeting Minutes

4.3. Approve Surplus Items

[Surplus letter for steel casing pipe.pdf](#)

Regular Agenda

5. Consideration of Resolution #2025-34 approving an agreement with Niels Fugal Sons Company for aerial fiber relocation services.

Petitioner: Lehi City

[Res 2025-34.docx](#)

[Agreement-Aerial Fiber Relocation \(Niels Fugal and Sons\) v.2.docx](#)

6. Consideration of Resolution #2025-39 approving a salt storage building construction agreement with OutbackMetal Buildings.

Petitioner: Lehi City

[Res 2025-39.docx](#)

[Agreement for Salt Storage Building Design and Construction- DRAFT.pdf](#)

7. Consideration of Resolution #2025-42 approving an Interlocal Cooperation Agreement between Utah County and Lehi City for the extension of the Pony Express Parkway (1900 South).

Petitioner: Lehi City

[Res 2025-42.docx](#)

[Lehi DRAFT Pony Express Parkway Extension - Lehi to AF \(Utah County\) 6.4.25 RJN \(to City Council\).pdf](#)

8. Consideration of Resolution #2025-41 approving an Interlocal Cooperation Agreement between Mountainland Association of Governments (MAG) and Lehi City for the 2300 West roadway widening project.

Petitioner: Lehi City

[Res 2025-41.docx](#)

[2300 West Widening - Pioneer Crossing to Main Street \(MAG\) - To City Council.pdf](#)

9. Consideration of Resolution #2025-35 approving the allocation of PARC Tax funds for the recreation and cultural facilities and cultural organizations within Lehi City.

Petitioner: Lehi City

[Res 2025-35.docx](#)

[Grant Request - Application Summaries 2025.docx](#)

10. Road Closure at 1870 N State Street

a. Public Hearing

b. Consideration of Resolution #2025-38 approving the closure of vehicular traffic at 1870 N State Street.

Petitioner: Lehi City

[Res 2025-38.docx](#)

11. Lehi City Budget Amendment #3

a. Public Hearing

b. Consideration of Resolution #2025-37 adopting Budget Amendment #3 for FY2025.

Petitioner: Lehi City

[Res 2025-37.docx](#)

[Budget Adjustment #3.pdf](#)

12. Impact Fees Facilities Plan Amendment

a. Public Hearing

b. Consideration of Ordinance #2025-38 amending the Impact Fees Facilities Plan for projects.

Petitioner: Lehi City

[IFFP Updates.pdf](#)

[Ord 38-2025.docx](#)

13. Consideration of Resolution #2025-47 adopting a Certified Tax Rate for the City of Lehi for Fiscal Year 2026 (July 1, 2025- June 30, 2026).

Petitioner: Lehi City

[Res 2025-47.docx](#)

14. Consideration of Resolution #2025-36 taking formal action to pick up required employee contributions in the Public Safety and Firefighter Tier I and Public Safety and Firefighter Tier II Contributory Retirement System.

Petitioner: Lehi City

[Res 2025-36.docx](#)

15. Consideration of Resolution #2025-40 approving an agreement with Geneva Rock for road construction and other related road improvements.

Petitioner: Lehi City

[Res 2025-40.docx](#)

[2025.06.04 Agreement \(Geneva Rock\).pdf](#)

[2025.06.03 BID TABULATION \(FOR CONTRACTORS\).pdf](#)

16. Consideration of Resolution #2025-43 approving an Interlocal Cooperation Agreement relating to the establishment and conduct of the Utah Valley HOME Consortium.
[Res 2025-43.docx](#)
[UVHOME Consortium Agreement 2026-2028 final \(003\).pdf](#)
- 17.. Consideration of Ordinance #39-2025 approval of a comprehensive amendment to Chapter 5, Zoning Districts and Table 05-404-A Bulk and Intensity Agricultural and Residential Districts.
Petitioner: Lehi City
[CC Staff Report Chapter 5 Development Code Amendment 06.10.25.docx](#)
[DRC Chapter 5 Development Code Amendment 04.23.25.docx](#)
[Ord 39-2025.docx](#)
[Chapter 5 Development Code Amendment Narrative and Redlines](#)
18. Consideration of Ordinance #33-2025 approving a Development Code amendment to Chapter 11, Concept Plans, clarifying the purpose of concept plans and when a public hearing is required.
Petitioner: Lehi City
[Chapter 11 Development Code Amendment DRC 04.09.25.docx](#)
[CC Staff Report Chapter 11 Development Code Amendment Concept Plans 06.10.25.docx](#)
[Ord 33-2025.docx](#)
[Ch11ApplicationRequirements -Redlines](#)
19. Consideration of Ordinance #40-2025 approval of a Development Code amendment to Chapter 39, Definitions, clarifying a few definitions.
Petitioner: Lehi City
[CC Staff Report Definitions Dev Code Amendment 06.10.25.docx](#)
[Development Code Amendment Chapter 39 Definitions DRC 04.09.25.docx](#)
[Ord 40-2025.docx](#)
[Development Code Amendment Chapter 39 Definitions Redlines.pdf](#)
20. Consideration of Resolution #2025-46 appointing a member to the Lehi City Parks, Arts, Recreation, and Cultural (PARC) Advisory Committee.
Petitioner: Lehi City
21. Consideration of Resolution #2025-45 appointing a board member to the Lehi Library Board of Directors.
Petitioner: Lehi City
22. Consideration of Resolution #2025-44 appointing members to the Lehi City Parks, Trails and Trees Advisory Committee.
Petitioner: Lehi City

23. Adjournment

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

City Council Agenda Item Report

Meeting Date: June 10, 2025

Submitted By: Teisha Wilson

Submitting Department:

Item Type: Presentation

Agenda Section: Presentations and Reports

Subject:

Financial Report- Dean Lundell, Finance Director

Suggested Action:

Attachments:

City Council Agenda Item Report

Meeting Date: June 10, 2025

Submitted By: Teisha Wilson

Submitting Department:

Item Type: Presentation

Agenda Section: Presentations and Reports

Subject:

Fraud Risk Assessment Review- Dean Lundell, Finance Director

Suggested Action:

Attachments:

City Council Agenda Item Report

Meeting Date: June 10, 2025

Submitted By: Teisha Wilson

Submitting Department:

Item Type: Presentation

Agenda Section: Presentations and Reports

Subject:

Presentation of the PARC Tax Committee Recommendations.

Suggested Action:

Attachments:

City Council Agenda Item Report

Meeting Date: June 10, 2025

Submitted By: Teisha Wilson

Submitting Department:

Item Type: Presentation

Agenda Section: Presentations and Reports

Subject:

Lehi Round-Up Rodeo Royalty Presentation

Suggested Action:

Attachments:

City Council Agenda Item Report

Meeting Date: June 10, 2025

Submitted By: Teisha Wilson

Submitting Department:

Item Type: Action Item

Agenda Section: Consent Agenda

Subject:

Approve Purchase Orders

Suggested Action:

Attachments:

City Council Agenda Item Report

Meeting Date: June 10, 2025

Submitted By: Teisha Wilson

Submitting Department:

Item Type: Action Item

Agenda Section: Consent Agenda

Subject:

Approve City Council Meeting Minutes

Suggested Action:

Attachments:

City Council Agenda Item Report

Meeting Date: June 10, 2025

Submitted By: Teisha Wilson

Submitting Department:

Item Type: Action Item

Agenda Section: Consent Agenda

Subject:

Approve Surplus Items

Suggested Action:

Attachments:

[Surplus letter for steel casing pipe.pdf](#)



Water Division

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

June 4, 2025

To: Mayor and Council
From: Dave Norman
Subject: Surplus of Steel Casing Pipe

Mayor and Council,

I am requesting approval to surplus and sell up to 450 feet of 30-inch steel casing pipe, 100 feet of 36-inch steel casing pipe and 800 feet of 24-inch steel casing pipe.

The pipe is being used in the drilling of the new Flight Park well. The driller has pulled the 30-inch pipe out of the ground after using it to drill a portion of the well. The pipe is used, but it is in good enough condition to have some value. The 24-inch and 36-inch pipe will be pulled out over the next several months as the project continues.

New 36-inch casing pipe is worth between \$150 to \$200 per foot; new 30-inch casing pipe is worth between \$125 to \$150 per foot; and 24-inch casing pipe is worth between \$75 to \$100 per foot. The drilling contractor has offered the City a credit of \$5,000 to haul the 30-inch pipe off. I have reached out to the local metal recycler, and they are paying \$70 per ton and the 30-inch pipe weighs approximately 32 tons, which is a value of \$2,240.

We have found a contractor that would like to purchase 80 feet of the 30-inch pipe to use as casing on a project and is willing to pay \$5,000 for the 80 feet.

In accordance with Lehi City Code, once the surplus is approved, we will solicit bids from other possible interested buyers through the City's website and through other online markets. We will also look to determine if the pipe can be used on City projects over the next couple of years.

Please let me know if you have any questions or need further information. Your support in moving this forward is greatly appreciated.

Sincerely,

Dave Norman
Lehi City Corporation
Public Works Director

City Council Agenda Item Report

Meeting Date: June 10, 2025

Submitted By: Teisha Wilson

Submitting Department:

Item Type: Resolution

Agenda Section: Regular Agenda

Subject:

Consideration of Resolution #2025-34 approving an agreement with Niels Fugal Sons Company for aerial fiber relocation services.

Suggested Action:

Attachments:

[Res 2025-34.docx](#)

[Agreement-Aerial Fiber Relocation \(Niels Fugal and Sons\) v.2.docx](#)



RESOLUTION NO. 2025-34

**A RESOLUTION APPROVING AN AGREEMENT WITH THE NIELS FUGAL
SONS COMPANY FOR AERIAL FIBER RELOCATION SERVICES**

WHEREAS, Lehi City desires to contract for the relocation of aerial fiber;

WHEREAS, City issued RFP #2025-4 and determined Niels Fugal Sons Company's response was the lowest responsive and responsible proposal; and

WHEREAS, on June 10th, 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 Niels Fugal Sons Company 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 Niels Fugal Sons Company 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 10th day of June, 2025.

LEHI CITY

ATTEST

Mark Johnson, Mayor

Teisha Wilson, City Recorder

Exhibit A

AGREEMENT FOR AERIAL FIBER RELOCATION

THIS AGREEMENT FOR THE Relocation of Aerial Fiber ("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 Niels Fugal Sons Company, whose principal place of business is located at 1005 S Main St., Pleasant Grove, Utah ("Contractor").

WHEREAS, City desires to contract for the relocation of aerial fiber (the "Work"); and

WHEREAS, City issued and RFP #2025-4 and Contractor submitted a Response to RFP #2025-4 which City determined to be the lowest responsive and most responsible proposal 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 2025-4 and Contractor's Response to RFP 2025-4, and Contractor's Bid Sheet, all of which are 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 continue for a period of one year ("Initial Term"). Within sixty (60) days of the completion of the Initial Term, the City may mutually agree in writing to an extension of an additional one-year term.

3. **Payment.** City shall pay as invoiced by Contractor during performance of the Work consistent with the Bid Sheet attached as Exhibit A. Invoices shall be paid within 30 of receipt by City and upon inspection to verify the invoiced Work has been completed.

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 Builder's Risk / Installation Floater: Contractor shall provide optional terms for builder's risk insurance or installation floater, with the proposed premium broken out as a separate line item. Contractor agrees to have City approve builder's risk insurance program including limits, deductibles, terms, etc. The City shall maintain the right to directly purchase builder's risk coverage at its discretion.

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 blanket performance bond and a blanket payment bond that remains valid for the entire length of the contract. The completed blanket performance bond and blanket payment bond are attached hereto as Exhibit B. In the event that Contractor fails to provide a blanket performance bond and a blanket payment bond within 10 days of the Effective Date, this Agreement shall be void.

9.2 The purpose of the blanket performance bond and blanket payment bond are to guarantee the proper completion by Contractor of the Work as contemplated by this Agreement and proper payment to subcontractors; if any, for the entire length of the contract.

9.3 The performance bond and payment bond shall remain valid for the entire duration of the contract.

9.4 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 9.4(A), indicating the additional work which the City considers incomplete pursuant to this Agreement.

9.5 Contractor will warranty the Work for 90 days from the date approval and acceptance as described in 9.4 and any excavation work for one year from the date of approval and acceptance as described in 9.4.

10. Representations and Warranties.

10.1 Each party represents that:

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

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

10.2 Contractor represents and warrants that:

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

10.2.2. Contractor warrants the workmanship, materials, proper functioning, and manner of the Work contemplated by this Agreement for the entire Warranty Period. In the event that any portion of the Work does not remain in good and operating condition (in the sole judgment of the City) during the Warranty Period (ordinary wear and tear excepted), Contractor, at its own expense, shall immediately perform all necessary repairs and replacements to maintain such inadequate Work in good and

operating condition (to the City's sole satisfaction). Should any portion of the Work imminently jeopardize the health and safety of the City, or any other individual, the City may perform any necessary repairs and replacements (or arrange for a third party to perform such services) at Contractor's expense – to be paid by Contractor within thirty (30) days of receiving a notice of indebtedness from the City.

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

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

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

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

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

and has authority to enter into this Agreement on behalf of the party.

13. Notice.

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

To the City:

Lehi City Corporation

Attn: [insert city contact]

[insert city contact address]

Lehi, Utah 84043

To Contractor:

[insert contractor]

Attn: [insert contact]

[insert contact address]

Lehi, Utah 84043

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.

Niels Fugal Sons Company

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 Outback Concrete Inc. and that said document was signed by him/her in behalf of said Outback Concrete Inc. by Authority of its Articles of Incorporation, Bylaws, and/or Resolution of its Board of Directors and said _____ acknowledged to me that said Corporation executed the same.

Witness my hand and official seal.

(notary signature)

Dated the ____ day of _____, 2025.

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

City Council Agenda Item Report

Meeting Date: June 10, 2025

Submitted By: Teisha Wilson

Submitting Department:

Item Type: Resolution

Agenda Section: Regular Agenda

Subject:

Consideration of Resolution #2025-39 approving a salt storage building construction agreement with OutbackMetal Buildings.

Suggested Action:

Attachments:

[Res 2025-39.docx](#)

[Agreement for Salt Storage Building Design and Construction- DRAFT.pdf](#)



RESOLUTION NO. 2025-39

**A RESOLUTION OF THE LEHI CITY COUNCIL APPROVING A SALT STORAGE BUILDING
CONSTRUCTION AGREEMENT WITH OUTBACK CONCRETE INC. dba OUTBACKMETAL
BUILDINGS**

WHEREAS, Lehi City ("City") desires to construct a salt storage building;

WHEREAS, the City selected OutbackMetal Buildings to construct the building;

WHEREAS, on June 10, 2025, the Lehi City Council held a duly-noticed public meeting to ascertain the facts regarding this matter, which facts and comments are found in the meeting record; and,

WHEREAS, after considering the facts and comments presented to the City Council, the Council finds: (i) that it should approve a Salt Storage Building Construction Agreement with OutbackMetal Buildings; and (ii) such action furthers the health, safety and welfare of the citizens of Lehi.

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

1. The Agreement between Lehi City and OutbackMetal Buildings 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 10th day of June, 2025.

LEHI CITY

ATTEST

Mark Johnson, Mayor

Teisha Wilson, City Recorder

EXHIBIT "A"

AGREEMENT FOR SALT STORAGE BUILDING DESIGN AND CONSTRUCTION

THIS AGREEMENT FOR THE Salt Storage Building Design and Construction

("Agreement") is made and entered into and effective as of the date the last party signs below ("Effective Date") by and between Lehi City, 153 North 100 East, Lehi, Utah 84043 ("City") and Outback Concrete Inc. dba OutbackMetal Buildings, whose principal place of business is located at 412 N 1000 W, Lehi, UT ("Contractor").

WHEREAS, City desires to contract for the construction and design of a salt storage building (the "Work"); and

WHEREAS, City issued and RFP #2025-8 and Contractor submitted a Response to RFP #2025-8 which City determined to be the lowest responsive and most responsible proposal 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 2025-8 and Contractor's Response to RFP 2025-8, 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 November 15, 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 \$500 per day. The final costs for liquidated damages shall be deducted from the Payment amount identified in Section 3 below.

3. **Payment.** City shall pay a total contract payment not to exceed \$181,418.68 ("Payment"). City shall make progress payments as invoiced by Contractor during performance of the Work. Invoices shall be paid within 30 of receipt by City and upon inspection to verify the invoiced Work has been completed.

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 Builder's Risk / Installation Floater: Contractor shall provide optional terms for builder's risk insurance or installation floater, with the proposed premium broken out as a separate line item. Contractor agrees to have City approve builder's risk insurance program including limits, deductibles, terms, etc. The City shall maintain the right to directly purchase builder's risk coverage at its discretion.

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 proper 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:

<u>To the City:</u>	<u>To Contractor:</u>
Lehi City Corporation	[insert contractor]
Attn: [insert city contact]	Attn: [insert contact]
[insert city contact address]	[insert contact]
address]	
Lehi, Utah 84043	Lehi, Utah 84043

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

Dated the 2 day of June, 2025, 2023.

Outback Concrete Inc. dba
Outback Metal Buildings

By: Garth Jacklin
Its: President

STATE OF UTAH)
: ss.
COUNTY OF UTAH)

On this 2 day of June, 2025, personally appeared before me Garth Jacklin, 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 President of Outback Concrete Inc. and that said document was signed by him/her in behalf of said Outback Concrete Inc. by Authority of its Articles of Incorporation, Bylaws, and/or Resolution of its Board of Directors and said Garth Jacklin acknowledged to me that said Corporation executed the same.

Witness my hand and official seal.

Teisha Wilson
(notary signature)



Dated the 02 day of June, 2025.

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

City Council Agenda Item Report

Meeting Date: June 10, 2025

Submitted By: Teisha Wilson

Submitting Department:

Item Type: Resolution

Agenda Section: Regular Agenda

Subject:

Consideration of Resolution #2025-42 approving an Interlocal Cooperation Agreement between Utah County and Lehi City for the extension of the Pony Express Parkway (1900 South).

Suggested Action:

Attachments:

[Res 2025-42.docx](#)

[Lehi DRAFT Pony Express Parkway Extension - Lehi to AF \(Utah County\) 6.4.25 RJN \(to City Council\).pdf](#)



RESOLUTION NO. 2025-42

**A RESOLUTION OF THE LEHI CITY COUNCIL APPROVING AN
INTERLOCAL COOPERATION AGREEMENT BETWEEN
UTAH COUNTY AND LEHI CITY FOR THE EXTENSION OF THE PONY EXPRESS PARKWAY (1900
SOUTH)**

WHEREAS, the Utah Interlocal Co-operation Act, Title 11, Chapter 13, Utah Code Annotated (1953), as amended, permits local governmental units including cities, counties and political subdivisions of the State of Utah to make the most efficient use of their powers by enabling them to cooperate with other public entities on the basis of mutual advantage and to exercise joint cooperative action for the benefit of their respective citizens;

WHEREAS, pursuant to the Interlocal Act the parties desire to work together through joint and cooperative action that will benefit the residents of Lehi City;

WHEREAS, both Utah County and Lehi City desire to facilitate the widening of Pony Express Parkway (1900 South) from Center Street in Lehi to approximately 700 West in American Fork;

WHEREAS, on June 10, 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) that it should approve the Interlocal Cooperation Agreement with Utah County; and (ii) such action furthers the health, safety and welfare of the citizens of Lehi.

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

1. The Interlocal Cooperation Agreement 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 10th day of June, 2025.

LEHI CITY

ATTEST

Mark Johnson, Mayor

Teisha Wilson, City Recorder

Exhibit "A"

INTER-LOCAL COOPERATION AGREEMENT

**between
UTAH COUNTY and
LEHI CITY**

For A Project Known As

Pony Express Parkway Extension, Lehi to AF

THIS AGREEMENT, made and entered into this (chose day) day of June 2025, by and between **UTAH COUNTY (Program Manager)**, a political subdivision of the State of Utah, with principle offices located at 100 East Center ST, Suite 2300, Provo, Utah 84606 and **LEHI CITY (Project Sponsor)**, a political subdivision of the State of Utah, with principle offices located at 153 North 100 East, Lehi, UT 84043.

RECITALS:

WHEREAS, the Utah Interlocal Co-operation Act, Title 11, Chapter 13, Utah Code Annotated (1953), as amended, permits local governmental units including cities, counties, inter-local agencies and political subdivisions of the State of Utah to make the most efficient use of their powers by enabling them to cooperate with other public entities on the basis of mutual advantage and to exercise joint cooperative action for the benefit of their respective citizens; and

WHEREAS, pursuant to Utah Code Ann. § 59-12-1903 (2008) (now Utah Code Ann. § 59-12-2218), the County adopted Ordinance No. 2008-26 to enact a sales and use tax (“3rd Quarter Tax”) of 0.25% upon certain transactions described therein; and

WHEREAS, the Program Manager and the Project Sponsor desire to facilitate the construction of a roadway project known as **Pony Express Parkway Extension, Lehi to AF (Approved Project)** which consists of the roadway extension of Pony Express Parkway (Lehi 1900 South) from Center Street in Lehi to approximately 700 West in American Fork; and

WHEREAS, the Mountainland Metropolitan Planning Organization (“MPO”) Regional Planning Committee determined that the Approved Project should receive a portion of the revenues

of the 3rd Quarter Tax not to exceed \$1,000,000 in 2025 and \$11,683,700 in 2027; and

WHEREAS, the Program Manager and the Project Sponsor held duly noticed public meetings wherein this Agreement was considered and an Authorizing Resolution was presented for approval by the respective legislative bodies.

NOW THEREFORE, in consideration of the covenants and agreements contained herein and other valuable consideration, the sufficiency of which is hereby acknowledged, the Program Manager and the Project Sponsor hereby agree as follows:

Section 1. PURPOSES.

This Agreement has been established and entered into between the Program Manager and the Project Sponsor for the purpose of outlining the respective rights and responsibilities of the Program Manager and the Project Sponsor in the construction of the Approved Project.

Section 2. ADMINISTRATION OF AGREEMENT.

The parties hereto agree that, pursuant to Section 11-13-207, Utah Code Annotated, 1953 as amended, the Utah County Public Works Director shall act as the administrator responsible for the administration of this Agreement. The parties further agree that this Agreement does not anticipate nor provide for any organizational changes in the parties. The administrator agrees to keep all books and records in such form and manner as the Utah County Clerk/Auditor shall specify and further agrees that said books shall be open for examination by the parties hereto at all reasonable times.

Section 3. MULTIPLE JURISDICTIONS.

If a project is within multiple jurisdictions and/or agencies, one jurisdiction or agency will enter in to this interlocal agreement and interface with the Program Manager as the Project Sponsor. Multiple jurisdictions and/or agencies interactions will be outlined within a separate interlocal agreement between said jurisdictions and/or agencies. This agreement shall be referenced in this agreement as an Exhibit.

Section 4. EFFECTIVE DATE; DURATION.

This Agreement shall become effective and shall enter into force within the meaning of the Interlocal Cooperation Act, upon the submission of this Agreement to, and the approval and

execution hereof by the governing bodies of the Program Manager and the Project Sponsor. The term of this Agreement shall be from the date of execution hereof until the terms and obligations identified herein are completed, but in no event, longer than 3 years from the execution date.

Section 5. NO SEPARATE LEGAL ENTITY.

The Program Manager and the Project Sponsor do not contemplate nor intend to establish a separate legal or administrative entity under the terms of this Agreement.

Section 6. TERMS.

- 1) **Project Scope** – Roadway extension of Pony Express Parkway (Lehi 1900 South) from Center Street Lehi to approximately 700 West in American Fork. This roadway extension is expected to include one vehicular travel lane in each direction with some widening at each major intersection to accommodate turning movements.
- 2) **Project Initiation** - The Project Sponsor will designate a qualified project engineer from its staff or hire a project engineer from the Project Sponsors consultant pool or the prequalified UDOT pool, who will be responsible for project delivery. The designated project engineer will be responsible for the completion of the project.
- 3) **Project Development** - The Project Sponsor and the designated project engineer, will design, acquire the necessary Right of Way (“ROW”), bid out and manage the construction of the Approved Project.
 - a) **Design Standard** - The design and construction of the Approved Project will meet or exceed Lehi City standards when within the boundaries of Lehi City or will meet or exceed American Fork City standards when within the boundaries of American Fork City.
 - b) **Environmental Work** - The Project Sponsor will acquire the appropriate clearances and permits through the design process. The Project Sponsor can follow its own adopted environmental process or follow the Recommended Environmental Guidance / Mountainland & Utah County Programmed Projects document (including designating with the Program Manager the type of environmental work to be completed). The Project Sponser must also follow any National Environmental Policy Act (NEPA) requirements required (Endangered Species Act, Clean Water Act, etc.).

- c) **Design Work** - The Project Sponsor will involve the Program Manager at the following design milestones:
 - (1) Kickoff Meeting,
 - (2) 30% Scope and Schedule Review,
 - (3) 60% On Site Plan Review, and
 - (4) 90% Plans, Specifications and Estimate.
 - d) **Final Design Approval** - Once project design is complete the Project Sponsor will review the final design with the Program Manager. Both parties shall agree that the project is ready for the construction phase.
 - e) **ROW Acquisition** - The Project Sponsor will be responsible to acquire all necessary ROW adhering to state and local laws. The Project Sponsor can follow their own adopted ROW acquisition process or follow the Recommended Right of Way Acquisition Guidance / Mountainland & Utah County Programmed Projects guidance document.
 - f) **Procurement** - Advertising of the Approved Project will follow the Project Sponsors established procurement policies. All construction bids will include a 10% construction contingency. The Project Sponsor will provide a copy of the notice of award to the Program Manager.
- 4) **Project Signage/Contact Info** - It is recommended that the Project Sponsor install signage informing the public of the following:
- a) Project name.
 - b) Project description.
 - c) Start and completion dates (general).
 - d) Contact name, phone number, website address, email.
 - e) Use the sentence “This project funded with Mountainland Transportation Funding”.
 - f) List project sponsors and their logos (Project Sponsor, Mountainland, Utah County).
 - g) Generally, one sign at each access point to the project shall be installed.
 - h) Signs should be at least 4’ x 6’, or large enough for passing motorists to read.
 - i) Signs should be installed prior to construction and stay in place through construction.

- 5) **Construction Process** - The Project Sponsor will manage the construction process.
 - a) The Program Manager will be notified of any changes that affect the scope of the project or costs that exceed the construction contingency.
- 6) **Project Completion** - Program Manager staff will be notified and allowed to attend the final inspection of the completed project.
- 7) **Project Hold** - The Program Manager has the authority to place a project on hold during the Project Development process or withhold reimbursement of invoices during the Construction Process if the Program Manager deems that the project is not within the Approved Project scope or budget. The Program Manager shall notify the Project Sponsor of the hold in writing and will work with the Project Sponsor to rectify the issues promptly. If the Project Sponsor and Program Manager cannot bring the Approved Project back into scope or if additional funding is needed above what the Program Manager or the Project Sponsor can provide, the issues will be brought to the Mountainland MPO committees for their review, recommendations, and approvals.
- 8) **Total Project Cost** - Both the Program Manager and Project Sponsor acknowledge that the Approved Project has been authorized by the Mountainland MPO Regional Planning Committee (Utah County Commission must also approve if county funds are used) to be funded at an amount not to exceed \$12,683,700.00 (Total Project Cost) for the direct costs of the Approved Project.
 - a) **Matching Funds** - The Project Sponsor is required to pay a match or portion of the Total Project Cost. This amount is 6.77% of the Total Project Cost. The use of Project Sponsor equipment and/or Project Sponsor employee time for the project shall not be reimbursable, but can be claimed by the Project Sponsor as a soft match toward the required 6.77% matching funds required from the Project Sponsor. The Project Sponsor is required to pay the difference between the required match and the value of the soft match, if any. Soft match being used as the required match for this project will be submitted to Program Manager as it comes available, and may include the following items:
 - i) Property or Public Utility Easements (PUE's) dedicated to Lehi City or American Fork Cities within the project corridor after September 01, 2022
 - ii) Pavement improvements constructed within the project corridor after September 01, 2022.
 - iii) Preliminary Engineering, environmental, property acquisition or survey design costs related to the Approved Project that are expended after September 01, 2022.

- b) **Multi-Year Funding** - Some projects require funding across multiple fiscal years. Reimbursement for Approved Project activities can only be made up to the available amount identified in a single fiscal year. Any balance from a prior year where available funds have not been expended for the Approved Project are then advanced to the next fiscal year and are added to the funds available that fiscal year. Fiscal years for County Transportation Sales Tax Funds begin on January 1st. The Approved Project has been approved for \$932,300.00 in 2025 and \$10,892,713.51 in 2027.
- c) **Reimbursement** - The Project Sponsor, if desiring reimbursement for the direct costs of the Approved Project, will provide the Program Manager with quarterly or bi-annual itemized invoices detailing actual costs for the ROW acquisition, design, utility relocation, construction, or other approved elements of the project. Appropriate backup materials shall also be supplied. The Program Manager agrees to reimburse the Project Sponsor within 30 days of receiving acceptable itemized invoices establishing the validity of the direct costs of the Approved Project. The maximum amount of reimbursement from the Program Manager to the Project Sponsor shall not exceed \$11,825,013.51 (Total Project Cost less Matching Funds). Any costs which exceed \$11,825,013.51 shall be the sole responsibility of the Project Sponsor. The Program Manager will review and approve monthly each itemized invoice and will reimburse the total invoice amount less the required matching funds.
- d) **Cost Overruns** - The Program Manager maintains an account for cost overruns. The Project Sponsor may request additional funds above the approved Total Project Cost with supporting documentation demonstrating the need for additional funds. The Program Manager may approve up to 10% of the Total Project Cost up to a maximum of \$500,000. The MPO Regional Planning Committee can approve higher amounts (Utah County Commission must also approve if county funds are used). The addition of these contingency funds would require a modification to this agreement. If no additional funds are awarded or the project still requires additional funds, the Project Sponsor will be responsible to fund the overrun.
- e) **Surplus Funds** - Any surplus funds remaining after the completion of the Approved Project will be returned to the Mountainland or Utah County fund balance to be reallocated to other projects selected through the MPO project selection process. Note that Mountainland and Utah County selects and funds projects, not sponsors. Surplus funds cannot be moved to a new project not already approved through the MPO project selection

process. Any surplus funds paid by the Project Sponsor shall be returned to the Project Sponsor.

- 9) **Ownership and Maintenance of Approved Project** - The Project Sponsor shall own and be responsible for maintenance, repair and replacement of the completed project.
- 10) **Inspection of Approved Project** - The Program Manager and its designees, upon reasonable notice, reserve the right to enter upon the Approved Project to inspect the same to verify compliance with this Agreement.
- 11) **Other Expenses** - Except as otherwise expressly stated herein, all expenses not identified as a part of the Approved Project or executed prior to the Agreement shall be the sole responsibility of the Project Sponsor.
- 12) **No Third-Party Rights** - The obligations of the parties set forth in this Agreement shall not create any rights in or obligations to any persons or parties other than to the Project Sponsor and Program Manager. This Agreement is not intended to nor shall it be construed to benefit any third party.
- 13) **Recitals** - The Recitals portion of this Agreement constitutes a part of this Agreement.

Section 7. FILING OF INTERLOCAL COOPERATION AGREEMENT.

Executed copies of this Agreement shall be placed on file with the official keeper of records of the Program Manager and the Project Sponsor, and shall remain on file for public inspection during the term of this Agreement.

Section 8. AMENDMENTS.

- 1) **Amending this Agreement** - This Agreement may not be amended, changed, modified or altered except by an instrument in writing which shall be: (a) approved by Resolution of the governing body of each of the parties, (b) executed by a duly authorized official of each of the parties, and (c) filed in the official records of each party.
- 2) **Change Orders** - Changes can occur throughout a project. Changes that are outside the scope

outlined in this contract must be amended as stated above. Minor changes and adjustments that fall within the original project scope can be addressed with a change order. A change order does not require amending this agreement. A change order is defined as that additional effort necessary by reason of changed conditions which are radical, unforeseen, and completely beyond the control of the Project Sponsor. The Project Sponsor shall create the change order and keep records of them. Any additional costs incurred can be covered by the construction contingency or by added local funding and should be addressed in the change order. If additional costs are more than the construction contingency and available local funds, the Project Sponsor shall contact the Program Manager to review funding options.

Section 9. EXTRA WORK

Extra work shall be undertaken only when previously authorized in writing by the Program Manager, and is defined as additional work which is neither shown nor defined in this Agreement. Extra work includes additional improvements adjacent to the Approved Project or in other locations that the Project Sponsor desires to complete as a package of projects. Extra work can be for utility projects, facilities that tie into the Approved Project, project betterments, or other work desired by the Project Sponsor. No costs incurred by extra work can be billed to the Approved Project. Any invoices submitted by the Project Sponsor shall clearly detail costs incurred by the Approved Project and list separately costs incurred by the extra work. This agreement shall be referenced in this agreement as an Exhibit.

Section 10. SEVERABILITY.

If any term or provision of this Agreement or the application thereof shall to any extent be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to circumstances other than those with respect to which it is invalid or unenforceable, shall not be affected thereby, and shall be enforced to the extent permitted by law. To the extent permitted by applicable law, the parties hereby waive any provision of law, which would render any of the terms of this Agreement unenforceable.

Section 11. GOVERNING LAW.

All questions with respect to the construction of this Agreement, and the rights and liability of the parties hereto, shall be governed by the laws of the State of Utah.

Section 12. INDEMNIFICATION.

The Project Sponsor shall indemnify and hold the Program Manager harmless from any and all claims of liability for any injury or damage to any person or property whatsoever occurring in, on or about the Approved Project or any part thereof. The Project Sponsor shall further indemnify and hold the Program Manager harmless from and against any and all claims arising from any breach or default in the performance of any obligation on the Project Sponsor's part to be performed under the terms of this Agreement, or arising from any act or negligence of the Project Sponsor, or any of the Project Sponsor's agents, employees, contractors, subcontractors, or invitees and from and against all costs, reasonable attorney's fees, expenses and liabilities incurred in the defense of any such claim or any action or proceeding brought thereon. Both the Project Sponsor and Program Manager agree that the terms of this Agreement are subject to, and not a waiver of, the protections, immunities and liability limits of the Governmental Immunity Act, U.C.A. 63G-1-101, et. seq. The Project Sponsor's obligations under this provision shall survive the expiration or other termination of this Agreement.

Section 13. ENTIRE AGREEMENT

This Agreement shall constitute the entire agreement between the parties and any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding upon either party except to the extent incorporated in this Agreement.

IN WITNESS WHEREOF, the parties have signed and executed this Agreement, after resolutions duly and lawfully passed, on the dates listed below:

UTAH COUNTY

Authorized and passed on this (chose day) day of June 2025,

Board of Commissioners
UTAH COUNTY, UTAH

Brandon B. Gordon, Commission Chair

ATTEST:
Aaron Davidson
Utah County Clerk

Deputy Clerk/ Auditor

REVIEWED AS TO FORM AND
COMPATIBILITY WITH APPLICABLE LAW:
Jeff Gray
Utah County Attorney

By: _____
Deputy Utah County Attorney

LEHI CITY

Authorized by Resolution No. _____ ,
this (chose day) day of June 2025,

LEHI CITY
UTAH COUNTY, UTAH

Mark Johnson, Mayor

ATTEST:

City Recorder

REVIEWED AS TO FORM AND
COMPATIBILITY WITH APPLICABLE
LAW:

By: _____
City Attorney

City Council Agenda Item Report

Meeting Date: June 10, 2025

Submitted By: Teisha Wilson

Submitting Department:

Item Type: Resolution

Agenda Section: Regular Agenda

Subject:

Consideration of Resolution #2025-41 approving an Interlocal Cooperation Agreement between Mountainland Association of Governments (MAG) and Lehi City for the 2300 West roadway widening project.

Suggested Action:

Attachments:

[Res 2025-41.docx](#)

[2300 West Widening - Pioneer Crossing to Main Street \(MAG\) - To City Council.pdf](#)



RESOLUTION NO. 2025-41

**A RESOLUTION OF THE LEHI CITY COUNCIL APPROVING AN
INTERLOCAL COOPERATION AGREEMENT BETWEEN
MOUNTAINLAND ASSOCIATION OF GOVERNMENTS ("MAG") AND LEHI CITY FOR THE 2300
WEST ROADWAY WIDENING PROJECT**

WHEREAS, the Utah Interlocal Co-operation Act, Title 11, Chapter 13, Utah Code Annotated (1953), as amended, permits local governmental units including cities, counties and political subdivisions of the State of Utah to make the most efficient use of their powers by enabling them to cooperate with other public entities on the basis of mutual advantage and to exercise joint cooperative action for the benefit of their respective citizens;

WHEREAS, pursuant to the Interlocal Act the parties desire to work together through joint and cooperative action that will benefit the residents of Lehi City;

WHEREAS, both MAG and Lehi City desire to facilitate the widening of 2300 West from Pioneer Crossing to Main Street in Lehi;

WHEREAS, on June 10, 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) that it should approve the Interlocal Cooperation Agreement with MAG; and (ii) such action furthers the health, safety and welfare of the citizens of Lehi.

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

1. The Interlocal Cooperation Agreement 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 10th day of June, 2025.

LEHI CITY

ATTEST

Mark Johnson, Mayor

Teisha Wilson, City Recorder

Exhibit "A"

Agreement No. (enter year - #)

Account No. (enter #)

INTER-LOCAL COOPERATION AGREEMENT
between
MOUNTAINLAND ASSOCIATION OF GOVERNMENTS and
LEHI CITY

For A Project Known As

2300 West Roadway Widening – Pioneer Crossing to Main Street

THIS AGREEMENT, made and entered into this (chosed) day of June 2025, by and between MOUNTAINLAND ASSOCIATION OF GOVERNMENTS (**Program Manager**), an inter-local agency of the State of Utah, with principle offices located at 586 East 800 North, Orem Ut and LEHI CITY (**Project Sponsor**), a political subdivision of the State of Utah, with principle offices located at 153 North 100 East, Lehi.

RECITALS:

WHEREAS, the Utah Interlocal Cooperation Act, Title 11, Chapter 13, Utah Code Annotated (1953), as amended, permits local governmental units including cities, counties, inter-local agencies and political subdivisions of the State of Utah to make the most efficient use of their powers by enabling them to cooperate with other public entities on the basis of mutual advantage and to exercise joint cooperative action for the benefit of their respective citizens; and

WHEREAS, the Program Manager and the Project Sponsor desire to facilitate the construction of a roadway widening project known as 2300 West Roadway Widening – Pioneer Crossing to Main Street (**Approved Project**) which consists of the widening of 2300 West to five vehicular lanes from Pioneer Crossing to Main street, including traffic signal improvements at 700 South and Grays Drive; and

WHEREAS, the Program Manager approved this Agreement by the commission or officer vested with the executive power.

NOW THEREFORE, in consideration of the covenants and agreements contained herein and other valuable consideration, the sufficiency of which is hereby acknowledged, the Program Manager and the Project Sponsor hereby agree as follows:

Section 1. PURPOSES.

This Agreement has been established and entered into between the Program Manager and the Project Sponsor for the purpose of outlining the respective rights and responsibilities of the Program Manager and the Project Sponsor in the construction of the Approved Project.

Section 2. ADMINISTRATION OF AGREEMENT.

The parties hereto agree that, pursuant to Section 11-13-207, Utah Code Annotated, 1953 as amended, Mountainland Association of Governments shall act as the administrator responsible for the administration of this Agreement. The parties further agree that this Agreement does not anticipate nor provide for any organizational changes in the parties. The administrator agrees to keep all books and records in such form and manner as the Mountainland Financial Manager/Auditor shall specify and further agrees that said books shall be open for examination by the parties hereto at all reasonable times.

Section 3. MULTIPLE JURISDICTIONS.

If a project is within multiple jurisdictions and/or agencies, one jurisdiction or agency will enter in to this interlocal agreement and interface with the Program Manager as the Project Sponsor. Multiple jurisdictions and/or agencies interactions will be outlined within a separate interlocal agreement between said jurisdictions and/or agencies. This agreement shall be referenced in such agreement as an Exhibit.

Section 4. EFFECTIVE DATE; DURATION.

This Agreement shall become effective and shall enter into force within the meaning of the Interlocal Cooperation Act, upon the submission of this Agreement to, and the approval and execution hereof by the governing bodies of the Program Manager and the Project Sponsor. The term of this Agreement shall be from the date of execution hereof until the terms and obligations identified herein are completed, but in no event longer than 3 years from the execution date.

Section 5. NO SEPARATE LEGAL ENTITY.

The Program Manager and the Project Sponsor do not contemplate nor intend to establish a separate legal or administrative entity under the terms of this Agreement.

Section 6. TERMS.

- 1) **Project Scope** – The project is anticipated to be completed in one phase, which may stretch between calendar years. The project will include the roadway widening and reconstruction (if necessary) of 2300 West from Pioneer Crossing to Main Street to 5 lanes including sidewalks and traffic signal improvements at the 700 South and Grays Drive intersections. A paved trail (in lieu of sidewalks improvements) will also be installed on the west side of 2300 West between 700 South and Main Street.
- 2) **Procurement** - The Project Sponsor will designate a qualified project engineer from its staff or hire a project engineer from the Project Sponsors consultant pool or the prequalified UDOT pool, who will be responsible for project delivery. The Project Sponsor shall follow Utah state code Section 63G-6a-101 or its own procurement/purchasing policy. Different project engineers can be designated or hired for different phases of the project.
- 3) **Project Development** - The Project Sponsor and the designated project engineer, will design, acquire the necessary rights-of-way (ROW), bid out and manage the construction of the Approved Project.
 - a) **Design Standard** - The design and construction of the Approved Project will meet or exceed Lehi City standards.
 - b) **Environmental Work** - The Project Sponsor will acquire the appropriate clearances and permits through the design process. The Project Sponsor can follow their own adopted environmental process, or follow the Recommended Environmental Guidance / Mountainland & Utah County Programmed Projects document (including designating with the Program Manager the type of environmental work to be completed), or any other stricter environmental process under local or federal law. The Project Sponsor must follow any National Environmental Policy Act (NEPA) requirements required (Endangered Species Act, Clean Water Act, etc.), and any other local or government agency requirements for the Approved Project.
 - c) **Design Work** - The Project Sponsor will involve the Program Manager at the following design milestones:

- (1) Kickoff Meeting,
 - (2) 30% Scope and Schedule Review,
 - (3) 60% On Site Plan Review,
 - (4) 90% Plans, Specifications and Estimate,
- d) **Final Design Approval** - Once project design is completed, the Project Sponsor will review the final design with the Program Manager. Both parties shall agree that the project is ready for the construction phase.
 - e) **ROW Acquisition** - The Project Sponsor will be responsible to acquire all necessary ROW adhering to state and local laws. The Project Sponsor can follow their own adopted ROW acquisition process or follow the Recommended Right of Way Acquisition Guidance / Mountainland & Utah County Programmed Projects guidance document, or as required by Utah law.
 - f) **Construction Advertising** - To advertise construction, the Project Sponsor shall follow Utah state code Section 63G-6a-101 or its own procurement/purchasing policy. All construction bids will include a 10% construction contingency. The Project Sponsor will provide a copy of the advertisement and the notice of award to the Program Manager.
- 4) **Project Signage/Contact Info** - It is recommended that the Project Sponsor install signage informing the public of the following:
- a) Project name.
 - b) Project description.
 - c) Start and completion dates (general).
 - d) Contact name, phone number, website address, email.
 - e) Use the sentence “This project funded with Mountainland Transportation Funding”.
 - f) List project sponsors and their logos (Project Sponsor, Mountainland, Utah County).
 - g) Generally, one sign at each access point to the project shall be installed.
 - h) Signs should be at least 4’ x 6’, or large enough for passing motorists to read.
 - i) Signs should be installed prior to construction and stay in place through construction.
- 5) **Construction Process** - The Project Sponsor will manage the construction process.
- a) The Program Manager will be notified of any changes that affect the scope of the project or costs that exceed the construction contingency.

- 6) **Project Completion** - Program Manager staff will be notified and allowed to attend the final inspection of the completed project.
- 7) **Project Hold** - The Program Manager has the authority to place a project on hold at any time during the project development process or withhold reimbursement of invoices during the construction process if the Program Manager deems that the Approved Project is not within the Approved Project scope or budget. The Program Manager shall notify the Project Sponsor of the hold in writing and will work with the Project Sponsor to rectify the issues promptly. If the Project Sponsor and Program Manager cannot bring the Approved Project back into scope or if additional funding is needed above what the Program Manager or the Project Sponsor can provide, the issues will be brought to the Mountainland MPO committees for their review, recommendations, resolutions, and approvals.
- 8) **Total Project Cost** - Both the Program Manager and Project Sponsor acknowledge that the Approved Project has been authorized by the Mountainland MPO Regional Planning Committee (Utah County Commission must also approve if county funds are used) to be funded at an amount not to exceed \$11,811,58.00 (Total Project Cost) for the direct costs of the Approved Project.
- a) **Matching Funds** - The Project Sponsor is required to pay a match or portion of the Total Project Cost. This amount is 6.77% of the Total Project Cost. The use of Project Sponsor equipment and/or Project Sponsor employee time for the project shall not be reimbursable, but can be claimed by the Project Sponsor as a soft match toward the required 6.77% matching funds required from the Project Sponsor. Soft match being used as the required match for this project is 6.77%, equating to \$799,629.00. The Project Sponsor is required to pay the difference between the required match and the value of the soft match, if any. Soft match being used as the required match for this project will be submitted to Program Manager as it comes available, and may include the following items:
- i) Property or Public Utility Easements (PUE's) dedicated to Lehi City within the project corridor after September 01, 2022
 - ii) Pavement improvements constructed within the project corridor after September 01, 2022.
 - iii) Preliminary Engineering, environmental, property acquisition or survey design costs related to the Approved Project that are expended after September 01, 2022.
- b) **Multi-Year Funding** - Some projects require funding across multiple fiscal years. Reimbursement for Approved Project activities can only be made up to the available amount identified in a single fiscal year. Any balance from a prior year where available

funds have not been expended for the Approved Project are then advanced to the next fiscal year and are added to the funds available that fiscal year. Fiscal years for MAG Exchange Funds begin each year on October 1st or as otherwise designated in the Cooperative Agreement between MAG and UDOT, and for County Transportation Sales Tax Funds on January 1st. The Approved Project has \$1,000,000.00 in 2025, \$10,811,358.00 in 2027.

- c) **Funding Availability** - MAG Exchange funds are distributed to the MPO generally in October each year through a cooperative agreement with UDOT. The exchange process requires that MPO federal funds be exchanged with UDOT for state funds on an annual basis. The federal funds are made available by congress, the release of funds can fluctuate yearly. County Transportation Sales Tax funds are generally available each January and are generated by sale tax revenue, which can fluctuate with the economy. MAG will not reimburse expenses on an Approved Project unless funding is made available by UDOT and Utah County. This could require the Approved Project to be placed on hold by the Program Manager or that the Project Sponsor advance their own funds toward the Approved Project with reimbursement to be made by the Program Manager upon receipt of available funding from UDOT and/or Utah County.
- d) **Reimbursement** - The Project Sponsor, if desiring reimbursement for the direct costs of the Approved Project, will provide the Program Manager with one monthly itemized invoice detailing actual costs for the ROW acquisition, design, utility relocation, construction, or other approved elements of the project. Appropriate backup materials shall also be supplied by the Project Sponsor to the Program Manager without requiring separate inquiry. The Program Manager agrees to reimburse the Project Sponsor within 30 days of receiving acceptable itemized invoices establishing the validity of the direct costs of the Approved Project. The maximum amount of reimbursement from the Program Manager to the Project Sponsor for any fiscal year shall be the available funds actually received by the Program Manager for such fiscal year. The maximum amount of reimbursement from the Program Manager to the Project Sponsor for the entire cost of the Approved Project shall not exceed \$799,629.00 (Total Project Cost less Matching Funds). Any costs which exceed \$799,629.00 shall be the sole responsibility of the Project Sponsor. The Program Manager will review and approve monthly each itemized invoice and will reimburse the total invoice amount less the required matching funds.
- e) **Cost Overruns** - The Program Manager maintains a contingency account for cost overruns. The Project Sponsor may request additional funds above the approved Total Project Cost with supporting documentation demonstrating the need for additional funds. The Program Manager may approve up to 10% of the Total Project Cost up to a maximum

of \$500,000. The MPO Regional Planning Committee can approve higher amounts (Utah County Commission must also approve if county funds are used). The addition of these contingency funds would require a modification to this Agreement. If no additional funds are awarded or the Approved Project still requires additional funds, the Project Sponsor will be responsible to fund the overrun.

- f) **Surplus Funds** - Any surplus funds remaining after the completion of the Approved Project will be returned to the Mountainland or Utah County fund balance to be reallocated to other projects selected through the MPO project selection process. Note that Mountainland and Utah County selects and funds projects, not project sponsors. Surplus funds cannot be moved to a new project not already approved through the MPO project selection process. Any surplus funds paid by the Project Sponsor shall be returned to the Project Sponsor.
- 9) **Liability, Ownership and Maintenance of Approved Project** - The Project sponsor bears all liability through all stages of project development and construction. The Project Sponsor shall own and be responsible for maintenance, repair and replacement of the completed project.
- 10) **Inspection of Approved Project** - The Program Manager and its designees, upon reasonable notice, reserve the right to enter upon the Approved Project to inspect the same to verify compliance with this Agreement.
- 11) **Other Expenses** - Except as otherwise expressly stated herein, all expenses not identified as a part of the Approved Project or executed prior to the Agreement shall be the sole responsibility of the Project Sponsor.
- 12) **No Third-Party Rights** - The obligations of the parties set forth in this Agreement shall not create any rights in or obligations to any persons or parties other than to the Project Sponsor and Program Manager. This Agreement is not intended to nor shall it be construed to benefit any third party.
- 13) **Recitals** - The Recitals portion of this Agreement constitutes a part of this Agreement.

Section 7. FILING OF INTERLOCAL COOPERATION AGREEMENT.

Executed copies of this Agreement shall be placed on file with the official keeper of records of the Program Manager and the Project Sponsor, and shall remain on file for public inspection during the term of this Agreement.

Section 8. AMENDMENTS.

- 1) **Amending this Agreement** - This Agreement may not be amended, changed, modified or altered except by an instrument in writing which shall be one of the following: (a) approved by Resolution of the governing body of each of the parties, (b) executed by a duly authorized official of each of the parties, and (c) filed in the official records of each party.
- 2) **Change Orders** - Changes can occur throughout a project. Changes that are outside the scope outlined in this Agreement must be amended as stated above. Minor changes and adjustments that fall within the original project scope can be addressed with a change order. A change order does not require amending this agreement. A change order is defined as that additional effort necessary by reason of changed conditions which are radical, unforeseen, and completely beyond the control of the Project Sponsor. The Project Sponsor shall create the change order and keep records of them. Any additional costs incurred can be covered by the construction contingency or by added local funding and should be addressed in the change order. If additional costs are more than the construction contingency and available local funds, the Project Sponsor shall contact the Program Manager to review funding options.

Section 9. EXTRA WORK

Extra work shall be undertaken only when previously authorized in writing by the Program Manager, and is defined as additional work which is neither shown nor defined in this Agreement. Extra work includes additional improvements adjacent to the Approved Project or in other locations that the Project Sponsor desires to complete as a package of other approved projects. Extra work can be for utility projects, facilities that tie into the Approved Project, project betterments, or other work desired by the Project Sponsor. No costs incurred by extra work can be billed to the Approved Project. Any invoices submitted by the Project Sponsor shall clearly detail costs incurred by the Approved Project and list separately costs incurred by the extra work. Extra work shall be outlined in a new exhibit.

Section 10. SEVERABILITY.

If any term or provision of this Agreement or the application thereof shall to any extent be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to circumstances other than those with respect to which it is invalid or unenforceable, shall not be affected thereby, and shall be enforced to the extent permitted by law. To the extent permitted by applicable law, the parties hereby waive any provision of law, which would render any of the terms of this Agreement unenforceable.

Section 11. GOVERNING LAW.

All questions with respect to the construction of this Agreement, and the rights and liability of the parties hereto, shall be governed by the laws of the State of Utah.

Section 12. INDEMNIFICATION.

The Project Sponsor shall indemnify and hold the Program Manager harmless from any and all claims of liability for any injury or damage to any person or property whatsoever occurring in, on or about the Approved Project or any part thereof. The Project Sponsor shall further indemnify and hold the Program Manager harmless from and against any and all claims arising from any breach or default in the performance of any obligation on the Project Sponsor's part to be performed under the terms of this Agreement, or arising from any act or negligence of the Project Sponsor, or any of the Project Sponsor's agents, employees, contractors, subcontractors, or invitees and from and against all costs, reasonable attorney's fees, expenses and liabilities incurred in the defense of any such claim or any action or proceeding brought thereon. Both the Project Sponsor and Program Manager agree that the terms of this Agreement are subject to, and not a waiver of, the protections, immunities and liability limits of the Governmental Immunity Act, U.C.A. 63G-1-101, et. seq. The Project Sponsor's obligations under this provision shall survive the expiration or other termination of this Agreement.

Section 13. ENTIRE AGREEMENT

This Agreement shall constitute the entire agreement between the parties and any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding upon either party except to the extent incorporated in this Agreement.

IN WITNESS WHEREOF, the parties have signed and executed this Agreement, after resolutions duly and lawfully passed, on the dates listed below:

Mountainland Association of Governments

Authorized and passed on this 14th day of November, 2024,

Mountainland Association of Governments

Michelle Carroll, Executive Director

ATTEST:

April Crane, Director of Finance and Operations

LaNiece Davenport, Planning Director

Bob Allen, Program Manager

LEHI CITY

Authorized and passed on this (chose day) day of June 2025,

LEHI CITY
UTAH COUNTY, UTAH

Mark Johnson, Mayor

ATTEST:

Teisha Wilson, City Recorder

REVIEWED AS TO FORM AND
COMPATIBILITY WITH APPLICABLE
LAW:

By: _____
(enter name, title)

City Council Agenda Item Report

Meeting Date: June 10, 2025

Submitted By: Teisha Wilson

Submitting Department:

Item Type: Resolution

Agenda Section: Regular Agenda

Subject:

Consideration of Resolution #2025-35 approving the allocation of PARC Tax funds for the recreation and cultural facilities and cultural organizations within Lehi City.

Suggested Action:

Attachments:

[Res 2025-35.docx](#)

[Grant Request - Application Summaries 2025.docx](#)

[Grant Request - Committee Recommendation 2025-1.docx](#)



RESOLUTION NO. 2025-35

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

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

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

WHEREAS, on June 10, 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 recommendations received by city staff and the PARC Advisory Committee should be adopted; 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 funding recommendations from city staff and the PARC Advisory Committee shown on Exhibit A are hereby approved.

2. This resolution shall take effect immediately.

Approved and Adopted by the City Council of Lehi City, Utah this 10th day of June, 2025.

LEHI CITY

ATTEST

Mark Johnson, Mayor

Teisha Wilson, City Recorder

GRANT REQUESTS – APPLICATION SUMMARIES

Organization	Request	Organization or Facility Grant?	Description of Request	Requested Amount
Heritage Arts Foundation	Lehi Legacy Sculpture Initiative	Organization	A community-building program that engages Lehi youth to facilitate legacy storytelling and donor engagement, resulting in the placement of sculptures at Lehi's new Family Park.	\$ 9,100
Chabad of Utah County	Utah County Jewish Festival	Organization	A large festival where residents can come experience Jewish culture, primarily music and food.	\$ 10,000
Wasatch Theater Company of Salt Lake County	Possessive! The Musical!	Organization	The world premier production of Possessive! The Musical! by Lehi playwright Spencer Ford. The playwright will visit high school drama and music classes in the community to teach playwriting and songwriting.	\$ 9,500
Harrington Center for the Arts	Chalk It Up 2026	Organization	Chalk It Up, Utah's largest chalk art festival held on the Adobe Lehi Campus, is a two-day event that brings together nearly 135 amateur and professional artists to transform the sidewalks into a captivating, one-of-a-kind arts experience.	\$ 32,741
Harrington Center for the Arts	Exploration of New Works	Organization	Harrington Center for the Arts will present our annual Exploration of New Works program in a festival format, featuring staged performances of new theatrical works written by emerging local playwrights, along with an educational playwright workshop and feedback sessions with award-winning arts professionals.	\$ 9,877
United Angels Foundation	UAF Arts & Culture Mini-Camp	Organization	Our project is for an inclusive mini-camp that will expose members of the special needs and greater community to music, dance, art and cultural traditions through a series of 4 activities.	\$ 1,670
Wrap the World with Quilts, Inc.	Lehi Heritage Day Quilting Workshop	Organization	Wrap the World with Quilts is hosting the service project for Lehi Heritage Day in September 2025, in which the Lehi community can come together and create fleece blankets & create and design cards of encouragement and expressions of support for those in need.	\$ 11,818

Organization	Request	Organization or Facility Grant?	Description of Request	Requested Amount
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Wrap the World with Quilts, Inc.	Community Workspace Expansion	Organization	Wrap the World with Quilts seeks to add an additional 360 square feet of space which will be utilized for community outreach and gathering, sewing days, classes, and presentations. Meeting and workspace in Lehi where residents can learn skills in the art of quilting.	\$ 21,425
Wrap the World with Quilts, Inc.	Vehicle for Organization Use	Organization	Wrap the World with Quilts seeks to purchase or lease a pre-owned minivan or cargo van, to transport quilts, haul sewing machines for event workshops, and to travel to and from events.	\$ 7,440
Wrap the World with Quilts, Inc.	Monthly Operating Expenses for One Year	Organization	Wrap the World with Quilts seeks funding for one year to assist with keeping the office and workshop operating and for supplies to continue to make quilts, process quilt donations, and ship to those in need.	\$ 164,003
Wasatch Contemporary Dance Company	Savor	Organization	Savor is an interactive event that bridges dance performance and culinary arts.	\$ 10,000
Just for Kids of Utah County, Inc.	Black Light Puppetry	Organization	Enhancement of Just for Kids of Utah County artistic delivery capabilities through black light puppetry.	\$ 2,958
Thanksgiving Point Institute	Butterfly Biosphere Operations	Organization	Thanksgiving Point Institute (TPI) will use grant funds to purchase butterflies and purchase food for the insects and butterflies in the Butterfly Biosphere.	\$ 200,000
Hutchings Museum	Education & Event Outreach Coordinator	Organization	Pay wages for an Education/Event coordinator to create content for in-house activities, events, and field trips, and printing material for programs, and create outreach programs (present information to offsite locations, schools, homes, libraries etc.)	\$ 45,000
Hutchings Museum	Display Updates	Facility	Upgrade plated glass fronts of cases to clear acrylic for safety and better visibility of artifacts.	\$ 8,000
Hutchings Museum	Security for Storage	Organization	Cover the cost of security for artifacts and specimens that are not stored at the museum.	\$ 5,000
Lehi Historical Society & Archives	Staffing Needs	Organization	This project will fund two part-time archivist/administrative assistants and the director.	\$ 50,000
Organization	Request	Organization or Facility Grant?	Description of Request	Requested Amount

Lehi Historical Society & Archives	Archives, Memorabilia, and Event	Organization	This project will fund our collections management system and offset the costs for memorabilia, archive materials and Lehi Heritage Day.	\$ 18,581
Lehi Historical Society & Archives	Lehi Historical Marker Program Collector Cards for Lehi 4 th Graders	Organization	As we unveil new historical markers through the PARC-funded Lehi Historical Marker Program, every 4th grader in Lehi will receive a Lehi Historical Marker Program Collector Card that teaches about that person or location.	\$ 3,750
Lehi Historical Society and Archives	Banners for Lehi Historical Society Building and Main Street Light Poles	Facility	Vertical banners will be created and installed on the Lehi Historical Society building and on 22 light poles along Main Street.	\$ 8,236
Lehi Area Music Association	Space, the Final Frontier	Organization	This grant provides funding to help support use of larger facilities for band rehearsal and performance now that the organization has increased in size.	\$ 5,100
Lehi Area Music Association	Low Notes for High Ground	Organization	This grant provides funding to acquire band instruments that musicians do not often own themselves, and for which doing so would be a hardship.	\$ 7,000
Lehi Arts Council	Show Rights, High School Rental, and Set Building	Organization	Estimated cost for all the rights for our shows in 2025. Cost for the rental of Skyridge High School for our summer show and the estimated cost for materials for building our sets.	\$ 56,832
Lehi Arts Council	Power to our Garage	Organization	Getting power to our wonderful new garage that was built for. We want to be able to use the garage doors and to turn it into a set building shop.	\$ 22,822
Lehi Arts Council	Heater and AC to the Garage	Organization	Install a heater and ac unit in the new garage	\$ 13,153
Lehi Arts Council	Laundry Machine	Organization	Water line with small water heater installed. Power installed. Washer and dryer installed	\$ 11,235
Lehi Arts Council	Dance Room Glass Replacement	Organization	We have a mirror in our dance room that is cracked and needs to be replaced.	\$ 1,393
Organization	Request	Organization or Facility Grant?	Description of Request	Requested Amount

Lehi Arts Council	Clay and Paint Trap	Organization	Install a clay and paint trap under the sink of our art room so that we can use it to clean up after paint and ceramics classes and not have to have a bucket of water that has to sit outside.	\$ 2,105
Lehi Arts Council	New Flooring in the Dance Room	Organization	Due to the wear and tear over the past 15 years the floor in our dance room needs to be replaced.	\$ 5,981
Lehi Arts Council	iPads and Pedals for our Music Program	Organization	Our choir pianist need iPads and page turner peddles.	\$ 2,471
Lehi Arts Council	New Sign	Organization	Install a new digital sign in front of the building	\$ 61,857
Grassroots Shakespeare Company	Summer and Educational Tour	Organization	Grant funds will be used to support at least two free public park performances in Lehi as part of our summer tour, and at least five free Lehi school performances as part of our educational tour.	\$ 5,000

GRANT REQUESTS – PARC COMMITTEE RECOMMENDATION:

Organization	Project	Requested Amount	Committee Rec
Heritage Arts Foundation	Lehi Legacy Sculpture Initiative	\$9,100.00	\$0.00
Wasatch Theatre Company of Salt Lake County	Possessive! The Musical!	\$9,500.00	\$9,500.00
Harrington Center for the Arts	Chalk It Up	\$32,740.73	\$32,741.00
	Exploration of New Works	\$9,877.00	\$9,877.00
Wasatch Contemporary Dance Company	Savor	\$10,000.00	\$10,000.00
Thanksgiving Point Institute	Thanksgiving Point - Butterfly Biosphere Operations	\$200,000.00	\$200,000.00
Hutchings Museum	Education & Event Outreach Coordinator	\$45,000.00	\$45,000.00
	Display Updates	\$8,000.00	\$8,000.00
	Security for Storage	\$5,000.00	\$5,000.00
Lehi Historical Society & Archives	Staffing Needs	\$50,000.00	\$50,000.00
	Archives, Memorabilia, and Event Supplies	\$18,581.00	\$18,581.00
	Lehi Historical Marker Program Collector Cards for Lehi 4th Graders	\$3,750.00	\$3,750.00
	Banners for Lehi Historical Society Building and Main Street Light Poles	\$8,235.82	\$8,236.00
Lehi Area Music Association	Space, the Final Frontier	\$5,100.00	\$4,300.00
	Low Notes for Higher Ground	\$7,000.00	\$7,000.00
Lehi Arts Council	Show Rights, High School Rental, and Set Building	\$56,832.00	\$56,832.00
	Power to our Garage	\$22,822.07	\$0.00
	Heater and AC to the Garage	\$13,153.00	\$0.00
	Laundry Machine	\$11,235.01	\$0.00
	Dance Room Glass Replacement	\$1,392.82	\$1,393.00
	Clay and Paint Trap	\$2,104.92	\$2,105.00
	New Flooring in the Dance Room	\$5,981.20	\$0.00
	iPads and Pedals for our Music Program	\$2,471.00	\$2,471.00
	New Sign	\$61,857.00	\$0.00
Grassroots Shakespeare Company	Summer and Educational Tour	\$5,000.00	\$5,000.00

**Organizations In Question	Project	Requested Amount	Committee Rec
Chabad of Utah County	Utah County Jewish Festival	\$10,000.00	\$10,000.00
Just for Kids of Utah County, Inc.	Black Light Puppetry	\$2,957.60	\$2,958.00
United Angels Foundation	UAF Arts & Culture Mini-Camp	\$1,670.00	\$1,670.00
Wrap the World with Quilts, Inc.	Lehi Heritage Day Quilting Workshop	\$11,818.00	\$11,818.00
	Community Workspace Expansion	\$21,425.00	\$21,425.00
	Vehicle for Organization Use	\$7,440.00	\$0.00
	Monthly Operating Expenses for One Year	\$164,003.00	\$29,191.00

Total Requested Amount:	\$ 824,047.17	Number of Applications Received:	32
Total Funding Available:	\$ 585,000	Total Fully Funded Applications:	23
Total Recommended Amount:	\$ 556,848	Total Partially Funded Applications:	2
Total Rollover for Next Year:	\$ 28,152	Total Non-funded Applications:	7

REASONING FOR VARIATIONS BETWEEN REQUESTED & RECOMMENDATION AMOUNTS:

The PARC Committee is recommending fully funding 23 applications and partially funding 2 applications for this year's Cultural Organization and Recreation/Cultural Facility Grants. The committee determines their recommendations by reviewing each application in reference to the PARC Tax Policy and the PARC Committee scoring criteria. The scoring criteria includes four weighted categories: local impact, community need, capacity and funding, and measurable outcomes. While the committee recognizes the benefits of all 32 applications, due to various reasons the committee has recommended the following variations between requested and recommended amounts.

Heritage Arts Foundation

The PARC Committee is recommending not funding the Heritage Arts Foundation's application. The Heritage Arts Foundation is working to install themed statues at the Lehi Family Park. While the committee supports their broader project of installing art at Family Park, the application they submitted was presented to the committee as follows: "A community-building program that engages Lehi youth to facilitate legacy storytelling and donor engagement, resulting in the placement of sculptures at Lehi's new Family Park." The PARC Committee scored their project low in local impact and community need, determining that training youth in fundraising skills does not align with the grant's intended purpose.

Lehi Historical Society & Archives

The PARC Committee recommends fully funding all of the Lehi Historical Society's applications. Please note that the Facility Department approved the application titled 'Banners for Lehi Historical Society Building and Main Street Light Poles,' but requested a condition that funding will only be disbursed once an approved streetlight pole attachment has been chosen.

Lehi Area Music Association

The PARC Committee recommends fully funding the application titled, "Low Notes for Higher Ground" and partially funding the application entitled, "Space, the Final Frontier." This application, in part, proposed replacing a door within the facility, but the Facility Department did not approve this change, thus the partial recommendation.

Lehi Arts Council

The Lehi Arts Council submitted applications for 9 projects totaling \$179,849. Seven of those projects were facility upgrades to the Lehi Arts Center. Only two of the seven facility projects were approved by the Facility Department (glass replacement and clay and paint trap). The PARC Committee is recommending following the Facility Department's directive in relation to the facility projects as well as fully funding the Show Rights and Music Program projects.

ORGANIZATIONS IN QUESTION:

Please note the PARC Committee called into question whether or not 4 organizations' meet the definition of cultural organization as defined in section 2.5 of the policy; "– a private nonprofit organization or institution having as its primary purpose the advancement and preservation of: (1) natural history; (2) art; (3) music; (4) 2 theater; (5) dance; or (6) cultural arts, including literature, a motion picture, or storytelling; and an administrative unit."

As we have funded several of these organizations in the past, we have included extra details below to help the Council better understand the PARC Committee's recommendation. Each of the four organizations in question were asked to defend their organization and its primary purpose against the definitions in the policy. We have included their responses below along with the PARC Committee's recommendation.

Chabad of Utah County

From Rabbi Chaim: "Our non-profit is not listed as a cultural organization, as being a source of Jewish culture is just one of the responsibilities that we bear. We are the single source for Judaism in Lehi, which carries with it many types of responsibilities, including education, programming, and others. One of the needs that has seen increasing demand is to also provide cultural events that are open to all citizens. That is why our grant request is for funding for a specific cultural event, and not for operational budget which would serve other non-profit activities as well."

The PARC Committee recommends fully funding their application.

Just For Kids of Utah County, Inc.

From Michelle Holbrook: "Just for Kids is a private 501(c)3 non-profit organization organized in 2007. We serve adults with disabilities at the Curtis Center for Arts and Education. Our curriculum includes humanities, general music, choir, theater, musical theater, arts and crafts, sharing a musical class at Covington Manor in a memory care unit, dance at a local studio, geography including history of the 50 states in America, and monthly literature-based lessons at the Highland library. Lehi High school graciously invites us to 4 theatrical or dance programs each year. Implementing our curricular learning we put on a Christmas musical based talent show and a spring musical theater production of Wizard of Oz. Just for Kids of Utah County is preserving and advancing history, music, art, theater, and dance through our classes for adults with disabilities. The primary focus of our instruction is cultural arts. Our participants LOVE the arts. This is where they excel! Academics are more difficult due to intellectual restrictions."

The PARC Committee recommends fully funding their application.

United Angels Foundation

From Silvia Lam: "Thank you so much for taking the time to thoroughly review our application and for considering United Angels Foundation for a grant. Our organization is dedicated to promoting the advancement of **disability culture**, a rich and vital cultural perspective that is historically underrepresented in mainstream narratives. Disability culture encompasses the shared experiences, values, expressions, and histories of individuals with disabilities, and we work to ensure these voices are heard, respected, and celebrated. Through education, shared experiences and other opportunities to connect, our organization preserves and promotes cultural expression within the disability community and ensures that these narratives become a valued and visible part of our shared cultural landscape. This directly aligns with the eligibility requirement of advancing **cultural arts and storytelling**, as we are actively engaged in preserving and elevating an important cultural tradition that enriches the entire community."

The PARC Committee recommends fully funding their application.

Wrap the World with Quilts, Inc.

From Gina Halladay and Beth Hawkins: "Thank you for allowing us the opportunity to clarify the primary purpose of Wrap the World with Quilts and how it meets the definition of a cultural organization. At Wrap the World with Quilts, we have two primary purposes:

1 - to promote, teach, and preserve the art of quilt making,

2 - to provide those in need with a quilt.

We believe that this meets the definition of a cultural organization, as we are a private non-profit organization working to advance and preserve the art and culture of quilts and quilting. When our organization first came to be, we hoped to provide a small measure of comfort to refugees fleeing their homes by providing them with a handmade quilt. Quilts offer comfort as they have a handmade touch, provide warmth, and add beauty to one's environment. As our organization grew, there became a significant interest in learning the art and skills of quilting. With this realization, we quickly discovered that our mission to collect and distribute quilts evolved as our community (from kids to seniors) wanted to serve others by learning how to quilt. This resulted in the establishment of several sewing centers in Lehi, Poland, Ukraine and Hawaii. At these centers, we provide volunteers with knowledgeable teachers, the required sewing materials, and an energetic atmosphere. Those who come to our centers and attend our workshops will learn a thing or two about sewing and quilting, which is eventually given back to us in the form of a quilt, as part of the cultural heritage of quilting involves gifting those quilts... which perfectly aligns with our efforts to bring comfort to those in need. Over the last few years we have worked diligently to engage the Lehi community in learning how to sew and quilt, in an effort to keep our pioneer heritage thriving. We have expanded our sewing centers to accommodate more people wanting to sew with us, we have taught classes and workshops across the city, state, and nation, and we have been guest speakers and instructors at schools, churches, universities, businesses, and homes, with our efforts dedicated to teaching people of all ages how to quilt and how to serve. As such, we believe that we qualify as a cultural organization with the primary purpose of advancing and preserving both an art and a culture. We advance the art of quilting through teaching and we preserve the culture of quilts by gifting them to those in need both locally and across the world. Both the skills we teach and the quilts we make have the ability to be passed down from generation to generation and keep the art of quilting alive."

The PARC Committee has concluded that Wrap the World with Quilts, Inc. serves a dual purpose as both a humanitarian and an arts education organization. We recommend funding only those portions of their applications that specifically advance the art of quilt making. We recommend fully funding the Heritage Day Quilting Workshop and the Community Workspace Expansion applications. The committee recommends not funding the vehicle purchase application, as it scored low in all categories. We recommend partially funding the Operating Expenses application excluding all salaries and all shipping fees.

City Council Agenda Item Report

Meeting Date: June 10, 2025

Submitted By: Teisha Wilson

Submitting Department:

Item Type: Resolution

Agenda Section: Regular Agenda

Subject:

Road Closure at 1870 N State Street

a. Public Hearing

b. Consideration of Resolution #2025-38 approving the closure of vehicular traffic at 1870 N State Street.

Suggested Action:

Attachments:

[Res 2025-38.docx](#)



RESOLUTION NO. 2025-38

**A RESOLUTION OF THE LEHI CITY COUNCIL ACTING AS THE LOCAL
HIGHWAY AUTHORITY CLOSING VEHICULAR TRAFFIC AT 1870 NORTH AT
STATE STREET.**

WHEREAS, the Lehi City Council acting as the Local Highway Authority (“Authority”) has determined that it is necessary to mitigate unsafe conditions at the intersection of 1870 North at State Street in Lehi City; and

WHEREAS, the City is in the process of improving other intersections in the area to create safer and more efficient traffic flow; and

WHEREAS, after considering the facts and comments presented to the Authority, the Authority finds: (i) there are unsafe conditions at the intersection of 1870 North at State Street; and (ii) to mitigate the unsafe conditions, the intersection should be closed for an indefinite period of time pursuant to Utah State Code 72-5-105.

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

1. To mitigate unsafe conditions at 1870 North at State Street, the access to State Street from 1870 North shall be closed to vehicular travel.
2. This resolution shall take effect immediately.

Approved and Adopted by the City Council of Lehi City, Utah this _____ day of _____, 2025.

LEHI CITY

ATTEST

Mark Johnson, Mayor

Teisha Wilson, City Recorder

City Council Agenda Item Report

Meeting Date: June 10, 2025

Submitted By: Teisha Wilson

Submitting Department:

Item Type: Resolution

Agenda Section: Regular Agenda

Subject:

Lehi City Budget Amendment #3

a. Public Hearing

b. Consideration of Resolution #2025-37 adopting Budget Amendment #3 for FY2025.

Suggested Action:

Attachments:

[Res 2025-37.docx](#)

[Budget Adjustment #3.pdf](#)



RESOLUTION NO. 2025-37

A RESOLUTION AMENDING THE BUDGET FOR THE CITY OF LEHI FOR FISCAL YEAR 2025 (JULY 1, 2024 – JUNE 30, 2025).

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

WHEREAS, for the purpose of amending the Fiscal Year 2025 Budget, a public hearing was scheduled and notice thereof published in the Daily Herald, a newspaper of general circulation in the city of Lehi, at least seven (7) days prior to the time of said hearing, describing the proposed budget and providing the time and place for such public hearing; and

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

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

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

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

Section 1. Lehi City Budget. The Lehi City budget for fiscal year 2024-2025 shall be amended according to the attached detail identified as “Attachment A”

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

Approved and Adopted by the City Council of Lehi City this 10th day of June, 2025.

Mayor Mark Johnson
Lehi City

Attest:

Teisha Wilson, City Recorder



ANNUAL OPERATING AND CAPITAL BUDGET

Budget Amendment #3

FISCAL YEAR 2024-2025

Lehi City
Budget Amendment #3
Fiscal Year 2024-25
June 2025

Amendment 3a – Vehicle Replacement

- Insurance proceeds were received resulting from a damaged vehicle. An amendment is needed to replace the vehicle.

Fund	Account	Current Budget	New Allocation	Amended Budget	Funding Source
Fleet	Vehicle Replacement	1,415,000	36,970	1,451,970	Insurance Proceeds

Amendment 3b – Low Hills Tank Vault

- During excavation for the new booster pump station needed for Inverness and Texas Instruments developments, significant damage was discovered in the Low Hills culinary water tank. These repairs were able to be completed by the booster pump station vendor. The installation of new water tank vaults will allow better operational maintenance of this tank in the future.

Fund	Account	Current Budget	New Allocation	Amended Budget	Funding Source
Culinary Water	Low Hills Tank Vault	0	650,000	650,000	Reserves

Amendment 3c – General Fund Reserves Transfer

- Utah Law caps reserves in the general fund to be 35% of one year's revenues. This amendment transfers last year's excess reserves as well as some large one-time revenues received in FY2025.

Fund	Account	Current Budget	New Allocation	Amended Budget	Funding Source
General Fund	Transfer to Capital Projects	0	6,500,000	6,500,000	GF Revenues

City Council Agenda Item Report

Meeting Date: June 10, 2025

Submitted By: Teisha Wilson

Submitting Department:

Item Type: Resolution

Agenda Section: Regular Agenda

Subject:

Impact Fees Facilities Plan Amendment

a. Public Hearing

b. Consideration of Ordinance #2025-38 amending the Impact Fees Facilities Plan for projects.

Suggested Action:

Attachments:

[IFFP Updates.pdf](#)

[Ord 38-2025.docx](#)



IMPACT FEE FACILITIES UPDATE

FISCAL YEAR 2024-2025

Lehi City Culinary Water Impact Fee Facilities

Component	Total Cost to Component	Cost to New Growth	Updated Capital List FY2026
Culinary Production/Treatment			
Flight Park Well	\$ 1,369,282	\$ 1,369,282	\$ -
Existing Production/Treatment Projects	-	9,643	9,643
CWP Gardner and Holbrook	1,533,600	541,156	541,156
Production/Treatment Subtotal	\$ 2,902,882	\$ 1,920,081	\$ 550,799
Culinary Storage			
West Side 1 (2.3 MG)	\$ 2,271,000	\$ 2,271,000	\$ -
600 East Replacement (2.3 MG)	3,124,000	2,036,848	-
Holbrook Upper (0.8MG)	2,012,000	2,012,000	2,012,000
Sand Pit (2MG)	3,015,000	3,015,000	-
Skye Well			1,500,000
Future Storage Related Debt (Interest Only)		515,472	515,472
Existing Storage	-	301,831	301,831
Storage Subtotal	\$ 10,422,000	\$ 10,152,151	\$ 4,329,303
Culinary Transmission/Pumping			
To Pilgrims Booster	\$ 415,000	\$ 270,580	\$ 270,580
Holbrook Upper	355,000	355,000	355,000
CWP to West Side 1 Tank	237,000	237,000	237,000
West of River, North of 2100 N	1,195,000	1,195,000	-
Bull River Rd	207,000	120,474	-
West of River, South of 2100 N	153,000	153,000	-
Sandpit Tank Connection	1,553,000	903,846	-
400 E 400 N	6,000	5,766	-
600 East Tank Connection	3,706,000	3,706,000	-
Lehi Jr High	188,000	109,416	-
900 N 1300 W	18,000	10,476	-
1100 W Woods Dr	5,000	2,910	-

Lehi City Culinary Water Impact Fee Facilities

Component	Total Cost to Component	Cost to New Growth	Updated Capital List FY2026
Main St 2000 W	26,000	15,132	-
200 S 1400 E	237,000	137,934	-
1100 W 800 S	3,000	1,746	-
Holbrook Upper	202,000	202,000	-
Pilgrims Tank Booster-Phase 1	45,000	26,190	-
Traverse Mountain Source			1,700,000
Flight Park Tank/Lines			2,300,000
1200 E Booster Pump Station			1,050,000
West Side Tank #2			3,400,000
Family Park Well			500,000
Skye Well			1,500,000
TI Booster Station			900
Existing Transmission		835,985	835,985
Transmission Subtotal	\$ 8,551,000	\$ 8,288,455	\$ 12,149,465
Professional Services / Credits			
Professional Services / Credits	\$ 60,000	\$ 60,000	\$ 60,000
Professional Services / Credits Subtotal	\$ 60,000	\$ 60,000	\$ 60,000
Total Impact Fee per ERU	\$ 21,935,882	\$ 20,420,687	\$ 17,089,567

Lehi City Storm Drain Fee Facilities

Project Name	Construction Cost	Cost to New Growth	Updated Capital List FY2026
Chapel Ridge Bypass	\$ 167,900	\$ 105,441	\$ 105,441
Cabela's Blvd	787,700	429,297	429,297
1500 North 3600 West	616,100	537,239	537,239
1350 West 300 North	88,700	69,275	69,275
Traverse Mountain Blvd	1,990,800	1,250,222	1,250,222
N Frontage Rd (Fox Ditch)	216,500	213,469	213,469
N Frontage Rd (Industrial)	98,300	85,521	85,521
Hwy 85 (2100 N)	1,476,300	1,476,300	1,476,300
1500 North 1200 West	254,900	120,058	120,058
West 1400 North	98,600	70,302	70,302
South 850 East	128,500	24,672	24,672
Dry Creek 600 E Culvert			450,000
Skye Development Drains			350,000
Project Subtotal	\$ 5,924,300	\$ 4,381,796	\$ 5,181,796
Buy In to Existing Infrastructure	14,198,716	6,247,435	6,247,435
Total Storm Drain Impact Fee Infrastructure	\$ 20,123,016	\$ 10,629,231	\$ 11,429,231
Professional Services / Credits			
Professional Services / Credits	\$ 30,000	\$ 30,000	\$ 30,000
Total Impact Fee Projects Per IFFP/IFA	\$ 20,153,016	\$ 10,659,231	\$ 11,459,231

Lehi City Sewer Impact Fee Facilities

Project Name	Original IFFP		Updated Capital List FY2026
	Construction Cost	Cost to New Growth	
Dry Creek Way	\$ 120,000	120,000	\$ 120,000
I-15 & Ashton Blvd	474,000	474,000	\$ 474,000
Main St. 1700 W	55,000	55,000	\$ 55,000
West of Jordan River, North of 2100 N	60,022	60,022	\$ 60,022
West of Jordan River, South of 2100 N, Completed	159,702	159,702	\$ 159,702
West of Jordan River, South of 2100 N, Remainder	121,500	121,500	\$ 121,500
Jordan Willows Bypass	7,600,000	5,971,429	\$ 5,971,429
3600 W River Crossing and Pump Station	936,466	936,466	\$ 936,466
100 E 500 S	19,000	19,000	\$ 19,000
500 W 1250 S	45,000	45,000	\$ 45,000
East Frontage & Triumph	155,000	155,000	\$ 155,000
East Frontage Diversion	95,000	95,000	\$ 95,000
Jordan Willows Lift Station	143,345	143,345	\$ 143,345
2100 N Freeway to 1700 West	500,000	500,000	\$ 500,000
1200 West Freeway to North	356,094	356,094	\$ 356,094
850 E Sewer to 700 S	-	-	1,500,000
Ten Year Total	\$ 10,840,129	\$ 9,211,558	\$ 10,711,558

Lehi City Road Impact Fee Facilities

Project Name		Construction Cost	Cost to New Growth	Updated Capital List FY2026
98' Major Arterial	Triumph Blvd	\$ 2,256,600	\$ 2,242,142	\$ 2,242,142
98' Major Arterial	Triumph Blvd	1,340,214	1,331,626	1,331,626
80' Minor Collector - Cycle Track	700 South	172,786	172,324	150,000
80' Minor Collector - Cycle Track	700 South	125,755	125,419	-
102' Major Arterial - Buffered Bike Lane	3600 West	3,241,228	2,875,708	2,875,708
80' Major Collector - Buffered Bike Lane	2600 North	1,504,543	1,364,018	1,364,018
80' Major Collector - Buffered Bike Lane	1500 North	1,011,931	849,999	849,999
80' Major Arterial	1200 West	205,579	156,445	-
80' Major Arterial	1200 West	118,431	96,691	-
80' Major Arterial	1200 West	126,625	103,382	-
80' Major Collector - Buffered Bike Lane	3200 North	961,483	961,445	961,445
TM Typical Minor Arterial	Traverse Mtn Blvd	671,985	671,985	671,985
Commuter Lane Off Ramp	Center St	1,100,000	1,099,998	1,099,998
Accel/Deccel Lanes onto SR92	Center St	100,800	100,800	100,800
Misc. Traffic Signals	Traffic Signals	1,000,000	880,481	880,481
Misc. Road Widening	Road Widening	1,250,000	1,241,120	1,241,120
80' Major Arterial	2300 West	302,052	261,695	261,695
80' Major Arterial	2300 West	295,557	258,157	258,157
80' Minor Collector - Cycle Track	700 South	150,336	108,558	-
66' Minor Collector	4600 West	168,014	168,013	-
66' Minor Collector	4800 West	187,426	187,426	-
80' Major Arterial	N Frontage Rd	1,223,504	1,158,878	1,158,878
Traverse Mountain Flight Park Road	Flight Park Rd	1,350,196	1,350,196	1,109,397
Traverse Mountain Frontage Road	N Frontage Rd	891,674	821,629	525,258
600 E North of Dry Creek	600 N			900,000
Jordan Willows Connector Rd	Jordan Willows			10,000
Triumph/Hospital Signal	Triumph Blvd			250,000
1200 East Project	1200 East			20,000
Road Master Plan/IFFP	IFFP			30,000
Accel/Deccel on Redwood Rd	2100 N			100,000
Skye Roads Oversize	Center St			400,000
Thanksgiving Point	Thanksgiving Point			1,350,000
Ten Year Total		\$ 19,756,719	\$ 18,588,135	\$ 20,142,707

Lehi City Power Impact Fee Facilities

Component	Total Cost to Component	Cost to Serve Ten Year Demand	Updated Capital List FY2026
Generation Resources Impact Fee			
Future 10 Year Capital Projects	\$ -	\$ -	\$ -
Existing Generation Projects	10,446,452	3,996,813	3,996,813
Existing Generation Related Debt (Interest)	5,192,298	1,986,573	1,986,573
Generation Resources Subtotal	\$ 15,638,750	\$ 5,983,386	\$ 5,983,386
Operations Bldg Impact Fee			
Future 10 Year Capital Projects	\$ -	\$ -	\$ -
Existing Generation Projects	9,068,542	1,740,861	1,740,861
Existing Generation Related Debt (Interest)	4,507,422	865,276	865,276
Operations Bldg Subtotal	\$ 13,575,964	\$ 2,606,137	\$ 2,606,137
Substation Impact Fee			
Conversion of Carter Substation	\$ 2,492,400	\$ 1,462,540	\$ 771,760
Existing Substation Post-2013	\$ 15,375,862	\$ 7,273,245	\$ 12,175,900
Substation Subtotal	\$ 17,868,262	\$ 8,735,785	\$ 12,947,660
Distribution Impact Fee			
Future 10 Year Capital Projects	\$ -	\$ -	\$ -
Existing Distribution Projects Pre-2013	13,182,745	3,455,668	-
Existing Distribution Projects Post-2013	1,746,584	885,693	7,279,100
Distribution Subtotal	\$ 14,929,329	\$ 4,341,361	\$ 7,279,100
Professional Services / Credits			
Professional Services / Credits	\$ 60,000	\$ 60,000	\$ 60,000
Professional Services / Credits Subtotal	\$ 60,000	\$ 60,000	\$ 60,000
Total Impact Fee Per MVA	\$ 62,072,305	\$ 21,726,669	\$ 28,876,283

Lehi City Public Safety Impact Fee Facilities

POLICE

Project Name	Construction Cost	Cost to New Growth	Updated Capital List FY2026
Excess Capacity of Current Facility	\$ 1,397,052	\$ 299,256	\$ -
Existing Police Facility Renovation	266,000	52,136	-
Additional Police Facility Expansion	1,843,110	1,783,311	-
2019 Construction New Police Station	18,956,360	4,005,355	4,005,355
Ten Year Total	\$ 22,462,522	\$ 6,140,058	\$ 4,005,355

FIRE

Project Name	Construction Cost	Cost to New Growth	Updated Capital List FY2026
Station #83	\$ 3,486,000	\$ 965,622	\$ 965,622
2018 Bond Debt Service	3,048,573	844,455	844,455
Station #84			3,250,000
2022 Bond Debt Service			3,023,568
Ten Year Total	\$ 6,534,573	\$ 1,810,077	\$ 5,060,077



ORDINANCE NO. 38-2025

AN ORDINANCE AMENDING LEHI CITY'S IMPACT FEE FACILITIES PLANS FOR CULINARY WATER, STORM DRAIN, SEWER, ROADS, POWER AND PUBLIC SAFETY (POLICE AND FIRE)

WHEREAS, it is necessary, from time to time, to amend the City's impact fee facility plans; and

WHEREAS, the City desires to amend the impact fee facilities plans for culinary water, storm drain, sewer, roads, power and public safety (police and fire); and

WHEREAS, based on the impact fee facilities plan and an impact fee analysis, the City proposes to amend the amount of impact fees assessed for sewer and pressurized irrigation; and

WHEREAS, on June 10th, 2025, the City Council held a duly noticed public hearing to receive public comment and ascertain the facts regarding this matter, which facts and comments are found in the hearing record; and,

WHEREAS, after considering the facts and comments presented to the City Council, the Council finds: (i) adopting amended impact fee facility plans for culinary water, storm drain, sewer, roads, power and public safety (police and fire) furthers the health, safety and welfare of the citizens of Lehi.

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

PART I:

- A. The amended impact fee facility plans attached as Exhibit "A" are hereby adopted.

PART II:

A. If a provision of this Ordinance No. 38-2025 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. This Ordinance shall take effect immediately after being posted or published as required by law.

Approved and Adopted by the City Council of Lehi City, Utah this 10th day of June, 2025.

LEHI CITY

ATTEST

Mark Johnson, Mayor

Teisha Wilson, City Recorder

City Council Agenda Item Report

Meeting Date: June 10, 2025

Submitted By: Teisha Wilson

Submitting Department:

Item Type: Resolution

Agenda Section: Regular Agenda

Subject:

Consideration of Resolution #2025-47 adopting a Certified Tax Rate for the City of Lehi for Fiscal Year 2026 (July 1, 2025- June 30, 2026).

Suggested Action:

Attachments:

[Res 2025-47.docx](#)



RESOLUTION NO. 2025-47

A RESOLUTION OF THE LEHI CITY COUNCIL APPROVING THE CERTIFIED TAX RATE FOR FISCAL YEAR 2025-2026, AS REQUIRED BY UTAH STATE CODE §59-2-924

WHEREAS, the Lehi City Council is authorized and required under the provisions of Utah Code Annotated §59-2-924 and related sections to establish a certified property tax rate annually; and

WHEREAS, the Utah State Tax Commission has provided Lehi City with its certified tax rate calculation for the 2025-2026 fiscal year; and

WHEREAS, the City Council has reviewed the proposed certified tax rate and finds it to be in compliance with applicable statutory requirements and aligned with the financial needs and obligations of the City for the upcoming fiscal year; and

WHEREAS, approval of the certified tax rate is necessary to fund municipal operations, services, and capital needs in accordance with the adopted budget;

NOW, THEREFORE, be it resolved by the city council of Lehi city, utah, as follows:

1. The certified tax rate for Lehi City for fiscal year 2025-2026 (FY2026), as calculated and submitted by the Utah State Tax Commission, is hereby approved and adopted as follows:

Certified Tax Rate: 0.001163

2. This resolution shall take effect immediately.

Approved and Adopted by the City Council of Lehi City, Utah this 10th day of June, 2025.

Attest:

Mayor Mark Johnson, Lehi City

Teisha Wilson, City Recorder

City Council Agenda Item Report

Meeting Date: June 10, 2025

Submitted By: Teisha Wilson

Submitting Department:

Item Type: Resolution

Agenda Section: Regular Agenda

Subject:

Consideration of Resolution #2025-36 taking formal action to pick up required employee contributions in the Public Safety and Firefighter Tier I and Public Safety and Firefighter Tier II Contributory Retirement System.

Suggested Action:

Attachments:

[Res 2025-36.docx](#)



RESOLUTION NO. 2025-36

**A RESOLUTION OF THE LEHI CITY COUNCIL TAKING FORMAL ACTION
TO PICK UP REQUIRED EMPLOYEE CONTRIBUTIONS IN THE
PUBLIC SAFETY AND FIREFIGHTER TIER I AND PUBLIC SAFETY AND
FIREFIGHTER TIER II CONTRIBUTORY RETIREMENT SYSTEM**

WHEREAS, Lehi City (“the City”) employs employees who are eligible for and participate as members in the Public Safety and Firefighter Tier I and Public Safety and Firefighter Tier II Contributory Retirement System administered by the Utah Retirement System;

WHEREAS, the City contributes to the Utah Retirement Contributory Retirement Plan as allowed, and in accordance with federal and state law, including Section 414(h)(2) of the Internal Revenue Code, the City may take formal action to pick up required employee contributions, which will be paid by the City in lieu of employee contributions;

WHEREAS, on June 10, 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) that it should (“pick up”) required employee contributions in the Public Safety and Firefighter Tier I and Public Safety and Firefighter Tier II Contributory Retirement System; and (ii) such action furthers the health, safety and welfare of the citizens of Lehi.

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

1. The City formally agrees to fund (“pick up”) 100% of the required member contribution for all eligible employees in the Public Safety and Firefighter Tier I Contributory Retirement System and the entire 4.3% member contribution for all eligible employees in the Public Safety and Firefighter Tier II Contributory Retirement System for the 2024-2025 Fiscal Year (effective July 1, 2024) according to the applicable Utah Retirement System Retirement Contribution Rates.

2. This resolution shall take effect immediately.

Approved and Adopted by the City Council of Lehi City, Utah this 10th day of June, 2025.

LEHI CITY

ATTEST

Mark Johnson, Mayor

Teisha Wilson, City Recorder

City Council Agenda Item Report

Meeting Date: June 10, 2025

Submitted By: Teisha Wilson

Submitting Department:

Item Type: Resolution

Agenda Section: Regular Agenda

Subject:

Consideration of Resolution #2025-40 approving an agreement with Geneva Rock for road construction and other related road improvements.

Suggested Action:

Attachments:

[Res 2025-40.docx](#)

[2025.06.04 Agreement \(Geneva Rock\).pdf](#)

[2025.06.03 BID TABULATION \(FOR CONTRACTORS\).pdf](#)



RESOLUTION NO. 2025-40

**A RESOLUTION OF THE LEHI CITY COUNCIL APPROVING
AN AGREEMENT WITH GENEVA ROCK FOR ROAD CONSTRUCTION AND OTHER
RELATED ROAD IMPROVEMENTS**

WHEREAS, Lehi City ("City") needs to contract for road construction and related road improvements ("Work");

WHEREAS, the City issued a bid solicitation to invite qualified firms and companies to bid on the proposed Work; and

WHEREAS, based on Geneva Rock's bid submittal, the City selected and now desires to contract with Geneva Rock to perform the Work as specified in the bid; and

WHEREAS, on June 10th, 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) that it should approve an Agreement with Geneva Rock; and (ii) such action furthers the health, safety and welfare of the citizens of Lehi.

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

1. The Agreement between Lehi City and Geneva Rock 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 10th day of June, 2025.

LEHI CITY

ATTEST

Mark Johnson, Mayor

Teisha Wilson, City Recorder

EXHIBIT "A"

AGREEMENT BETWEEN OWNER & CONTRACTOR

THIS AGREEMENT is by and between Lehi City Corporation ("Owner") and
Geneva Rock Products, Inc. ("Contractor").

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

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

The work of this Contract consists of constructing new roads, widening and improving existing roads, maintenance paving, roadway repair, and other improvements as detailed.

ARTICLE 2 – THE PROJECT

- 2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows:

The project of this Contract consists of multiple roadway construction and reconstruction projects throughout Lehi City.

- 2.02 This contract shall be until December 31, 2025 with an option of up to three one-year extensions possible with mutual consent.

ARTICLE 3 – ENGINEER

- 3.01 Work shown on the attached plan sheets has been designed by various engineers as shown on the individual plan sheets. Other items of work are still being designed and other work may be done at the direction of the Lehi Streets Department.

ARTICLE 4 – CONTRACT TIMES

- 4.01 Time of the Essence

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

- 4.02 Contract Times: Dates

- A. The Work will be substantially completed on or before **OCTOBER 15, 2025** OR AS EXTENDED BY MUTUAL AGREEMENT (ARTICLE 2), and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before **DECEMBER 31, 2025** OR AS EXTENDED BY MUTUAL AGREEMENT (ARTICLE 2).

- 4.03 Liquidated Damages

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance

with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. Substantial Completion: Contractor shall pay Owner \$500.00 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for Substantial Completion until the Work is substantially complete.

ARTICLE 5 – CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract:

- A. OWNER shall pay CONTRACTOR for performance of the Work in accordance with the Contract Documents in current funds as follows:

\$ 3,015,674.00

(Figures)

Three Million Fifteen Thousand Six Hundred Seventy-Four Dollars and 00/100

(Writing)

- B. CONTRACTOR'S Bid Form is included in the Bidding Requirements of the Project Manual and is hereby designated as an Exhibit to this Agreement as described in Article 9 hereunder.
- C. The extended prices for Unit Price Work set forth as of the Effective Date of the Contract are based on estimated quantities. As provided in Paragraph 13.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer.

ARTICLE 6 – PAYMENT PROCEDURES

6.01 Submittal and Processing of Payments

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 Progress Payments; Retainage

- A. Owner shall make progress payments once each month on account of the Contract Price on the basis of Contractor's Applications for Payment as recommended by the Engineer. All progress payments will be on the basis of the progress of work, less 5% retainage withheld by Owner.

6.03 Final Payment

- A. Upon final completion and acceptance of the Work in accordance with Paragraph 15.06 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 15.06.

ARTICLE 7 – INTEREST

- 7.01 All amounts not paid when due shall bear interest at the maximum rate allowed by law at the place of the project.

ARTICLE 8 – CONTRACTOR’S REPRESENTATIONS

- 8.01 In order to induce Owner to enter into this Contract, Contractor makes the following representations:
- A. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.
 - B. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 - C. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
 - D. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) Contractor’s safety precautions and programs.
 - E. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
 - F. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
 - G. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
 - H. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
 - I. Contractor’s entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

ARTICLE 9 – CONTRACT DOCUMENTS

- 9.01 Contents

- A. The Contract Documents consist of the following:
 - 1. This Agreement (pages 1 to 7, inclusive).
 - 2. Performance bond (pages 1 to 3, inclusive).
 - 3. Payment bond (pages 1 to 3, inclusive).
 - 4. General Conditions (pages 1 to 69, inclusive).
 - 5. Supplementary Conditions (pages 1 to 3, inclusive).
 - 6. Lehi City Standard Specifications and Drawings and all other project specific Specifications as referenced in the project contract proposal and specifications document.
 - 7. Drawings (not attached but incorporated by reference) consisting of various project plans as referenced in section 6 of the project contract proposal and specifications document.
 - 8. Addenda (numbers 0 to 0, inclusive).
 - 9. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid (pages 1 to 20, inclusive).
 - 10. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed.
 - b. Change Orders.
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

ARTICLE 10 – MISCELLANEOUS

10.01 Terms

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

10.02 Assignment of Contract

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

10.03 Successors and Assigns

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

10.04 Severability

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

10.05 Contractor's Certifications

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 - 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
 - 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

10.06 Indemnification

- A. To the fullest extent permitted by law the CONTRACTOR shall indemnify, defend and hold harmless the CITY and its officers, agents, representatives and employees from any and all claims, demands, liabilities, damages, injuries, causes of action, costs and expenses, including attorney's fees, arising out of or in any way related to the performance of the Work caused in whole or in part by any negligent act or omission of the CONTRACTOR, or anyone directly or indirectly employed by CONTRACTOR.

10.07 Termination

- A. CITY, upon written notice, may terminate this Agreement, or any part hereof, as a result of the CONTRACTOR'S failure to render to the satisfaction of CITY, the

material, work and/or services required of it, including progress of the work and such abandonment or termination shall not be deemed a breach by CITY. The CONTRACTOR shall not be entitled, nor shall CITY give any consideration to claims for any costs or for loss of anticipated revenue(s), including overhead and profit, due to the abandonment or termination of this Agreement, or any part hereof, by CITY for cause.

10.08 Force Majeure

- A. "Force Majeure" shall be considered to be an act of God, nature, fire, or explosion that, due to its consequences, threatens to delay the timely performance of the parties' obligations hereunder. Whenever either party has knowledge of any event of Force Majeure or other situation that is delaying or threatens to delay the timely performance of any obligation called for by this Agreement, that party shall immediately give written notice thereof, including all relevant information with respect thereto, to the other party. Neither party to this Agreement shall be liable for delay or failure to perform pursuant to the terms of this Agreement that is caused by a Force Majeure event.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on _____
(which is the Effective Date of the Contract).

OWNER:

CONTRACTOR:

Lehi City Corporation

By: _____

By: _____

Title: _____

Title: _____

*(If Contractor is a corporation, a partnership, or a
joint venture, attach evidence of authority to sign.)*

Attest: _____

Attest: _____

Title: _____

Title: _____

Address for giving notices:

Address for giving notices:

153 North 100 East

PO Box 255

Lehi, Ut 84043

License No.: _____
(where applicable)

*(If Owner is a corporation, attach evidence of authority
to sign. If Owner is a public body, attach evidence of
authority to sign and resolution or other documents
authorizing execution of this Agreement.)*

END OF SECTION

2025 LEHI ROADS PROJECT
JUNE 3, 2025 2:00 P.M. BID RESULT TABULATION

NO.	DESCRIPTION	UNIT	EST. QTY.	GENEVA ROCK		STAKER & PARSON COMPANIES		KILGORE		BLACK FOREST PAVING	
				BID UNIT PRICE	TOTAL	BID UNIT PRICE	TOTAL	BID UNIT PRICE	TOTAL	BID UNIT PRICE	TOTAL
1a	Mobilization (Mill & Overlay Projects)	LS	1	\$ 52,000.00	\$ 52,000.00	\$ 85,500.00	\$ 85,500.00	\$ 34,000.00	\$ 34,000.00	\$ 54,000.00	\$ 54,000.00
1b	Mobilization (Rebuild Projects)	LS	1	\$ 26,000.00	\$ 26,000.00	\$ 20,000.00	\$ 20,000.00	\$ 58,000.00	\$ 58,000.00	\$ 29,000.00	\$ 29,000.00
1c	Mobilization (100 S 400 E & 300 S 500 W Projects)	LS	1	\$ 25,000.00	\$ 25,000.00	\$ 54,500.00	\$ 54,500.00	\$ 43,000.00	\$ 43,000.00	\$ 30,000.00	\$ 30,000.00
1d	Mobilziation (1500 N 3600 W Project)	LS	1	\$ 16,500.00	\$ 16,500.00	\$ 22,000.00	\$ 22,000.00	\$ 49,000.00	\$ 49,000.00	\$ 29,500.00	\$ 29,500.00
1e	Mobilization (Dry Creek Project)	LS	1	\$ 55,000.00	\$ 55,000.00	\$ 21,200.00	\$ 21,200.00	\$ 43,000.00	\$ 43,000.00	\$ 30,000.00	\$ 30,000.00
2	Clear, Grub and Misc Removals	SY	5,000	\$ 5.00	\$ 25,000.00	\$ 2.10	\$ 10,500.00	\$ 3.25	\$ 16,250.00	\$ 2.65	\$ 13,250.00
3	Remove Fence	LF	1,000	\$ 3.50	\$ 3,500.00	\$ 10.20	\$ 10,200.00	\$ 1.50	\$ 1,500.00	\$ 11.00	\$ 11,000.00
4	Remove Conc. Sidewalk, Ditch, Driveway, Etc.	SF	650	\$ 2.50	\$ 1,625.00	\$ 2.80	\$ 1,820.00	\$ 9.00	\$ 5,850.00	\$ 5.15	\$ 3,347.50
5	Remove Curb and Gutter	LF	650	\$ 6.00	\$ 3,900.00	\$ 7.60	\$ 4,940.00	\$ 11.00	\$ 7,150.00	\$ 14.15	\$ 9,197.50
6	Remove Inlet Box	EA	2	\$ 500.00	\$ 1,000.00	\$ 1,780.00	\$ 3,560.00	\$ 735.00	\$ 1,470.00	\$ 1,850.00	\$ 3,700.00
7	Remove Tree >18"	EA	2	\$ 1,300.00	\$ 2,600.00	\$ 2,545.00	\$ 5,090.00	\$ 1,035.00	\$ 2,070.00	\$ 2,200.00	\$ 4,400.00
8	Remove Root Ball (All Sizes)	EA	2	\$ 650.00	\$ 1,300.00	\$ 2,545.00	\$ 5,090.00	\$ 1,810.00	\$ 3,620.00	\$ 2,200.00	\$ 4,400.00
9	Potholing Existing Utilities	EA	10	\$ 600.00	\$ 6,000.00	\$ 1,170.00	\$ 11,700.00	\$ 880.00	\$ 8,800.00	\$ 1,100.00	\$ 11,000.00
10	Erosion Control Fence	LF	100	\$ 7.00	\$ 700.00	\$ 25.45	\$ 2,545.00	\$ 5.00	\$ 500.00	\$ 16.50	\$ 1,650.00
11	Stabilized Entrance Pad	EA	2	\$ 1,250.00	\$ 2,500.00	\$ 2,335.00	\$ 4,670.00	\$ 3,400.00	\$ 6,800.00	\$ 5,000.00	\$ 10,000.00
12	Inlet Control	EA	10	\$ 115.00	\$ 1,150.00	\$ 102.00	\$ 1,020.00	\$ 130.00	\$ 1,300.00	\$ 100.00	\$ 1,000.00
13	Geotextile Weed Barrier Fabric	SY	520	\$ 12.00	\$ 6,240.00	\$ 9.15	\$ 4,758.00	\$ 4.50	\$ 2,340.00	\$ 6.40	\$ 3,328.00
14	Road Base	TN	7,000	\$ 21.85	\$ 152,950.00	\$ 37.65	\$ 263,550.00	\$ 27.00	\$ 189,000.00	\$ 35.00	\$ 245,000.00
15	A1a Sub Base or Embankment Material	TN	8,000	\$ 19.00	\$ 152,000.00	\$ 27.75	\$ 222,000.00	\$ 24.00	\$ 192,000.00	\$ 25.00	\$ 200,000.00
16	Landscape Rock Mulch	SY	520	\$ 48.00	\$ 24,960.00	\$ 36.65	\$ 19,058.00	\$ 27.00	\$ 14,040.00	\$ 45.00	\$ 23,400.00
17	Gravel (Driveways etc.)	TN	2	\$ 225.00	\$ 450.00	\$ 267.00	\$ 534.00	\$ 550.00	\$ 1,100.00	\$ 600.00	\$ 1,200.00
18	Granular Trench Backfill or Other Pipe Bedding	TN	400	\$ 28.00	\$ 11,200.00	\$ 24.95	\$ 9,980.00	\$ 20.00	\$ 8,000.00	\$ 90.00	\$ 36,000.00
19	Rock or Stabilization	TN	200	\$ 82.00	\$ 16,400.00	\$ 33.10	\$ 6,620.00	\$ 47.00	\$ 9,400.00	\$ 74.00	\$ 14,800.00
20	Asphalt Sawing	LF	3000	\$ 2.00	\$ 6,000.00	\$ 0.92	\$ 2,760.00	\$ 2.00	\$ 6,000.00	\$ 3.25	\$ 9,750.00
21	Asphalt Removal	SF	60000	\$ 0.45	\$ 27,000.00	\$ 0.35	\$ 21,000.00	\$ 0.65	\$ 39,000.00	\$ 0.90	\$ 54,000.00
22	Pulverize 6" Asphalt and Base	SF	10,000	\$ 0.45	\$ 4,500.00	\$ 0.35	\$ 3,500.00	\$ 1.02	\$ 10,200.00	\$ 3.30	\$ 33,000.00
23	Mill Asphalt (Per Inch Depth)	IN/SF	555,100	\$ 0.14	\$ 77,714.00	\$ 0.15	\$ 83,265.00	\$ 0.22	\$ 122,122.00	\$ 0.15	\$ 83,265.00
24	3" (1/2") Asphalt	SF	212,000	\$ 1.45	\$ 307,400.00	\$ 1.55	\$ 328,600.00	\$ 1.65	\$ 349,800.00	\$ 1.53	\$ 324,360.00
25	3" Asphalt (2' to 6' Widening) & Cul-de-sac	SF	4,000	\$ 1.85	\$ 7,400.00	\$ 7.15	\$ 28,600.00	\$ 2.65	\$ 10,600.00	\$ 4.25	\$ 17,000.00
26	2" Asphalt Overlay	SF	555,100	\$ 0.95	\$ 527,345.00	\$ 1.12	\$ 621,712.00	\$ 1.15	\$ 638,365.00	\$ 1.03	\$ 571,753.00
27	3" Asphalt Driveway	SF	350	\$ 4.00	\$ 1,400.00	\$ 5.65	\$ 1,977.50	\$ 5.75	\$ 2,012.50	\$ 11.00	\$ 3,850.00
28	>3" or Leveling Asphalt (Per Inch Thickness)	IN/SF	5000	\$ 0.70	\$ 3,500.00	\$ 0.78	\$ 3,900.00	\$ 1.10	\$ 5,500.00	\$ 1.20	\$ 6,000.00
29	3" Asphalt Trail	SF	14200	\$ 2.00	\$ 28,400.00	\$ 1.87	\$ 26,554.00	\$ 2.20	\$ 31,240.00	\$ 2.30	\$ 32,660.00
30	Concrete Sidewalk 6" Thick	SF	11900	\$ 9.50	\$ 113,050.00	\$ 8.65	\$ 102,935.00	\$ 9.00	\$ 107,100.00	\$ 8.00	\$ 95,200.00
31	Thicken Back Sidewalk	LF	560	\$ 100.00	\$ 56,000.00	\$ 148.00	\$ 82,880.00	\$ 134.00	\$ 75,040.00	\$ 165.00	\$ 92,400.00
32	2' Concrete Curb & Gutter	LF	9,000	\$ 31.50	\$ 283,500.00	\$ 27.40	\$ 246,600.00	\$ 31.00	\$ 279,000.00	\$ 33.50	\$ 301,500.00
33	4' Drain Gutter	LF	100	\$ 46.50	\$ 4,650.00	\$ 47.65	\$ 4,765.00	\$ 76.00	\$ 7,600.00	\$ 64.50	\$ 6,450.00
34	Demolish Existing ADA Ramp	EA	90	\$ 330.00	\$ 29,700.00	\$ 764.00	\$ 68,760.00	\$ 2,050.00	\$ 184,500.00	\$ 1,000.00	\$ 90,000.00
35	Disabled Pedestrian (ADA) Ramp	EA	100	\$ 1,500.00	\$ 150,000.00	\$ 2,700.00	\$ 270,000.00	\$ 3,300.00	\$ 330,000.00	\$ 3,100.00	\$ 310,000.00
36	Concrete Driveway and Approaches 6" Thick	SF	2,000	\$ 9.40	\$ 18,800.00	\$ 6.80	\$ 13,600.00	\$ 10.75	\$ 21,500.00	\$ 9.00	\$ 18,000.00
37	Mass Excavation (>700CY Per Site) with Disposal	CY	900	\$ 29.00	\$ 26,100.00	\$ 28.00	\$ 25,200.00	\$ 31.00	\$ 27,900.00	\$ 46.75	\$ 42,075.00
38	Excavation (<700CY Per Site) with Disposal	CY	800	\$ 34.00	\$ 27,200.00	\$ 37.00	\$ 29,600.00	\$ 31.00	\$ 24,800.00	\$ 59.25	\$ 47,400.00
39	Fine Grading	SF	74000	\$ 0.15	\$ 11,100.00	\$ 0.20	\$ 14,800.00	\$ 0.16	\$ 11,840.00	\$ 0.22	\$ 16,280.00
40	Drainage Channel Grading	LF	100	\$ 7.00	\$ 700.00	\$ 10.00	\$ 1,000.00	\$ 22.00	\$ 2,200.00	\$ 27.00	\$ 2,700.00
41	12" RCP Storm Drain Pipe	LF	700	\$ 80.50	\$ 56,350.00	\$ 78.35	\$ 54,845.00	\$ 76.00	\$ 53,200.00	\$ 127.00	\$ 88,900.00

NO.	DESCRIPTION	UNIT	EST. QTY.	GENEVA ROCK		STAKER & PARSON COMPANIES		KILGORE		BLACK FOREST PAVING	
				BID UNIT PRICE	TOTAL	BID UNIT PRICE	TOTAL	BID UNIT PRICE	TOTAL	BID UNIT PRICE	TOTAL
42	15" RCP Storm Drain Pipe	LF	800	\$ 82.00	\$ 65,600.00	\$ 85.70	\$ 68,560.00	\$ 87.00	\$ 69,600.00	\$ 133.00	\$ 106,400.00
43	48" Dia. Manhole 6'-8' high	EA	4	\$ 7,000.00	\$ 28,000.00	\$ 6,870.00	\$ 27,480.00	\$ 5,100.00	\$ 20,400.00	\$ 6,900.00	\$ 27,600.00
44	60" Dia. Manhole 6'-8' high	EA	4	\$ 8,850.00	\$ 35,400.00	\$ 7,430.00	\$ 29,720.00	\$ 6,000.00	\$ 24,000.00	\$ 8,100.00	\$ 32,400.00
45	60" Dia. Storm Water Sump 12' High w/ Drain Rock	EA	5	\$ 10,500.00	\$ 52,500.00	\$ 12,350.00	\$ 61,750.00	\$ 12,800.00	\$ 64,000.00	\$ 9,200.00	\$ 46,000.00
46	Flared End Section w/Grate (12"-18")	EA	2	\$ 1,500.00	\$ 3,000.00	\$ 2,290.00	\$ 4,580.00	\$ 1,750.00	\$ 3,500.00	\$ 5,000.00	\$ 10,000.00
47	Curb Inlet Box with Grate	EA	10	\$ 4,200.00	\$ 42,000.00	\$ 5,635.00	\$ 56,350.00	\$ 4,400.00	\$ 44,000.00	\$ 5,700.00	\$ 57,000.00
48	Combo Box w/Grate	EA	2	\$ 7,900.00	\$ 15,800.00	\$ 9,990.00	\$ 19,980.00	\$ 7,300.00	\$ 14,600.00	\$ 8,700.00	\$ 17,400.00
49	Install New Blow Off Assembly	EA	2	\$ 6,500.00	\$ 13,000.00	\$ 4,075.00	\$ 8,150.00	\$ 6,700.00	\$ 13,400.00	\$ 8,500.00	\$ 17,000.00
50	Install New Fire Hydrant Assembly	EA	2	\$ 12,150.00	\$ 24,300.00	\$ 10,200.00	\$ 20,400.00	\$ 9,600.00	\$ 19,200.00	\$ 10,900.00	\$ 21,800.00
51	Relocate Fire Hydrant	EA	5	\$ 4,600.00	\$ 23,000.00	\$ 8,655.00	\$ 43,275.00	\$ 6,350.00	\$ 31,750.00	\$ 5,000.00	\$ 25,000.00
52	Relocate Blow Off Valve	EA	2	\$ 3,800.00	\$ 7,600.00	\$ 4,700.00	\$ 9,400.00	\$ 2,850.00	\$ 5,700.00	\$ 4,000.00	\$ 8,000.00
53	Relocate Sewer Cleanout	EA	2	\$ 1,500.00	\$ 3,000.00	\$ 4,940.00	\$ 9,880.00	\$ 1,250.00	\$ 2,500.00	\$ 3,000.00	\$ 6,000.00
54	Relocate Culinary Meter	EA	2	\$ 2,200.00	\$ 4,400.00	\$ 5,270.00	\$ 10,540.00	\$ 3,700.00	\$ 7,400.00	\$ 2,250.00	\$ 4,500.00
55	Relocate PI Service Box	EA	2	\$ 3,400.00	\$ 6,800.00	\$ 5,270.00	\$ 10,540.00	\$ 4,400.00	\$ 8,800.00	\$ 2,250.00	\$ 4,500.00
56	Relocate Mailbox	EA	2	\$ 450.00	\$ 900.00	\$ 710.00	\$ 1,420.00	\$ 350.00	\$ 700.00	\$ 500.00	\$ 1,000.00
57	Relocate Sign	EA	10	\$ 300.00	\$ 3,000.00	\$ 255.00	\$ 2,550.00	\$ 300.00	\$ 3,000.00	\$ 330.00	\$ 3,300.00
58	Adjust Manhole	EA	80	\$ 1,100.00	\$ 88,000.00	\$ 880.00	\$ 70,400.00	\$ 900.00	\$ 72,000.00	\$ 880.00	\$ 70,400.00
59	Adjust Storm Drain Box & Irrigation Boxes	EA	5	\$ 1,100.00	\$ 5,500.00	\$ 3,000.00	\$ 15,000.00	\$ 3,050.00	\$ 15,250.00	\$ 1,650.00	\$ 8,250.00
60	Adjust Valve Box	EA	140	\$ 915.00	\$ 128,100.00	\$ 677.00	\$ 94,780.00	\$ 700.00	\$ 98,000.00	\$ 770.00	\$ 107,800.00
61	Adjust Fire Hydrant to Grade	EA	2	\$ 1,500.00	\$ 3,000.00	\$ 4,275.00	\$ 8,550.00	\$ 2,900.00	\$ 5,800.00	\$ 2,500.00	\$ 5,000.00
62	Adjust Blow Off Valve to Grade	EA	2	\$ 5,000.00	\$ 10,000.00	\$ 3,820.00	\$ 7,640.00	\$ 2,050.00	\$ 4,100.00	\$ 2,500.00	\$ 5,000.00
63	4" Double Yellow Striping	LF	2,000	\$ 0.60	\$ 1,200.00	\$ 0.46	\$ 920.00	\$ 0.55	\$ 1,100.00	\$ 0.55	\$ 1,100.00
64	4" White Striping	LF	5,000	\$ 0.30	\$ 1,500.00	\$ 0.22	\$ 1,100.00	\$ 0.30	\$ 1,500.00	\$ 0.30	\$ 1,500.00
65	Cross Walks and Stop Bars	EA	10	\$ 29.00	\$ 290.00	\$ 204.00	\$ 2,040.00	\$ 30.00	\$ 300.00	\$ 28.00	\$ 280.00
66	Traffic Symbols (Turn Arrows, etc.)	EA	10	\$ 50.00	\$ 500.00	\$ 50.90	\$ 509.00	\$ 45.00	\$ 450.00	\$ 45.00	\$ 450.00
67	Compaction Testing	EA	200	\$ 150.00	\$ 30,000.00	\$ 85.00	\$ 17,000.00	\$ 305.00	\$ 61,000.00	\$ 110.00	\$ 22,000.00
68	Traffic Control - Two Flaggers (If approved)	HR	200	\$ 80.00	\$ 16,000.00	\$ 90.00	\$ 18,000.00	\$ 90.00	\$ 18,000.00	\$ 56.00	\$ 11,200.00
69	Road Closed Signage (Per site if approved)	DAY	500	\$ 70.00	\$ 35,000.00	\$ 5.50	\$ 2,750.00	\$ 5.50	\$ 2,750.00	\$ 13.50	\$ 6,750.00
70	Traffic Control Signs & Devices	DAY	500	\$ 8.00	\$ 4,000.00	\$ 5.50	\$ 2,750.00	\$ 6.50	\$ 3,250.00	\$ 133.50	\$ 66,750.00
71	Variable Message Board	DAY	100	\$ 85.00	\$ 8,500.00	\$ 45.00	\$ 4,500.00	\$ 425.00	\$ 42,500.00	\$ 167.00	\$ 16,700.00
TOTAL					\$ 3,015,674.00		\$ 3,458,202.50		\$ 3,696,259.50		\$ 3,726,796.00

City Council Agenda Item Report

Meeting Date: June 10, 2025

Submitted By: Teisha Wilson

Submitting Department:

Item Type: Resolution

Agenda Section: Regular Agenda

Subject:

Consideration of Resolution #2025-43 approving an Interlocal Cooperation Agreement relating to the establishment and conduct of the Utah Valley HOME Consortium.

Suggested Action:

Attachments:

[Res 2025-43.docx](#)

[UVHOME Consortium Agreement 2026-2028 final \(003\).pdf](#)



RESOLUTION NO: 2025-43

RESOLUTION OF AUTHORIZING THE EXECUTION OF AN INTERLOCAL COOPERATION AGREEMENT TO AUTHROIZE LEHI CITY’S PARTICIPATION IN THE UTAH VALLEY HOME CONSORTIUM IN THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT’S HOME PROGRAM FOR FEDERAL FISCAL YEARS 2026, 2027, 2028

WHEREAS, Lehi City recognizes the need to provide decent, safe, sanitary, and affordable housing for low income families within Lehi City; and

WHEREAS, the Utah Interlocal Cooperation Act authorizes any two or more public agencies, as defined in the Act, to enter into agreements with one another for joint or cooperative action and to perform any governmental service, activity, or undertaking which each public agency entering into the agreement is authorized by law to perform; and

WHEREAS, it is in the public interest and welfare of the residents of Lehi City to engage in a cooperative effort with Provo City, Orem City, and Utah County by entering into an Interlocal Cooperation Agreement to form a consortium (“Consortium”) for the purpose of qualifying for and administering a United States Housing and Urban Development HOME Investment Partnerships Program (hereinafter referred to as the “HOME Program”), and other associated activities and projects within Utah County; and

WHEREAS, it is proposed that Provo City should act as lead entity for the Consortium to administer the HOME Program under and pursuant to Title II of the Cranston-Gonzalez National Affordable Housing Act; and

WHEREAS, on June 10, 2025, the Lehi City Council (“Council”) held a duly noticed public meeting to ascertain the fact regarding this matter, which facts are found in the meeting record; and

WHEREAS, after considering the facts presented to the Council, the Council finds (i) the Interlocal Cooperation Agreement (“Agreement”) covering federal fiscal years 2026, 2027, and 2028 between the participating parties should be executed, (ii) such Agreement forms a Consortium, states the purpose thereof, the extent of the required participation of the parties, and the rights, duties, responsibilities and obligations of the parties in the conduct and administration of the HOME Program as specified therein, and (iii) execution of the Agreement reasonably furthers the health, safety, and general welfare of the citizens of Lehi City.

NOW THEREFORE, BE IT RESOLVED AS FOLLOWS:

The agreement, as attached hereto, entitled the HOME Investment Partnerships Program Interlocal Cooperation Agreement relating to the conduct of the Housing and Urban Development HOME Program for the Federal Fiscal Years 2026, 2027 and 2028 and is hereby approved and the Mayor is authorized and directed to execute the Agreement.

This resolution shall take effect immediately.

PASSED AND APPROVED by the City Council of Lehi City, Utah this 10th day
of June, 2025.

ATTEST:

Mark Johnson, Mayor

Teisha Wilson, City Recorder

HOME INVESTMENT PARTNERSHIPS PROGRAM

INTERLOCAL COOPERATION AGREEMENT

Relating to the establishment and conduct of the Utah Valley HOME Consortium

UNITED STATES HOUSING AND URBAN DEVELOPMENT HOME PROGRAM

for **FEDERAL FISCAL YEARS 2026, 2027, AND 2028**

THE AGREEMENT is effective as of October 1, 2025, and is entered into by and between Provo City (hereinafter “Provo”), a municipal corporation of the State of Utah, City of Orem (hereinafter “Orem”), City of Lehi (hereinafter “Lehi”), City of Eagle Mountain (hereinafter “Eagle Mountain”), and Utah County, an Urban County as defined by Section 102(a)(6) of the Housing and Community Development Act of 1974 as amended.

RECITALS:

- A. On November 28, 1990, the United States Congress enacted the Cranston-Gonzalez National Affordable Housing Act (Pub. L. 101-625, Nov. 28, 1990, 104 Stat. 4079). Title II of this legislation, known as the HOME Investment Partnerships Act (the “Act” or “HOME Program”), authorizes the Secretary of the Department of Housing and Urban Development (“HUD”) to make funds available to participating jurisdictions. These funds are intended to increase the number of families with access to decent, safe, sanitary, and affordable housing while also expanding the long-term supply of affordable housing in accordance with the Act.
- B. The primary objective of the HOME Program include: (1) Expanding the supply of decent, affordable housing for very low-and low-income families; (2) Building state

and local capacity to carry out affordable housing programs; (3) Providing for coordinated assistance to participants in the development of affordable low-income housing; (4) Affirmatively furthering fair housing by promoting non-discrimination in the sale, rental, and financing of dwellings, as well as other housing-related transactions, based on race, color, national origin, religion, sex, familial status (including children under the age of 18 living with parents or legal custodians, pregnant women, and individuals securing custody of children under the age of 18), and disability, and ensuring fair and equal housing opportunities for all.

- C. Under the Act, a consortium of geographically contiguous Units of General Local Government (hereinafter “UGLG”), which individually may not qualify to receive HOME funding, may enter into a cooperation agreement - provided it meets regulatory requirements - to collectively receive a HOME allocation and administer the HOME Program as a single Participating Jurisdiction (hereinafter “PJ”).
- D. A Metropolitan City as defined by the Community Development Block Grant (CDBG) Program, is a city that receives a CDBG entitlement grant. Provo, Orem, Lehi, and Eagle Mountain being designated as metropolitan cities, are eligible to join a HOME consortium to receive HOME funding.
- E. An Urban County is defined by Section 102(a)(6) of the Housing and Community Development Act (HCDA) of 1974, as amended, as a county that qualifies for and receives a CDBG entitlement grant. An Urban County includes UGLGs that have signed an Interlocal Cooperation Agreement with the Urban County to participate in the CDBG Program. Utah County, being designated as such, is eligible to join a HOME consortium to receive HOME funding.

1. When a UGLG agrees to be part of an Urban County for the CDBG program, it also agrees to participate in the HOME Program if the Urban County joins a HOME consortium. Accordingly, if an Urban County joins a HOME consortium, any UGLG that is a member of the Urban County is included in the consortium through its participation in the Urban County. All UGLGs within Utah County that sign an Interlocal Cooperation Agreement to be included as a part of the Urban County for the CDBG program qualification and grant calculation purposes must be included in the HOME Consortium, participating through Utah County.
 2. An UGLG that has chosen not to join the Urban County to participate in the CDBG Program may still choose to join the HOME Consortium by signing the HOME Consortium Agreement. By signing this agreement, the UGLG within the Urban County, while not participating in the CDBG Urban County, becomes a member of the HOME Consortium and is eligible to receive Home funding.
- F. Pursuant to the Act and HOME Program regulations, Provo, Orem, Lehi, Eagle Mountain, and Utah County intend to form a consortium that is eligible to receive entitlement grants as a PJ under the Act and must direct its activities to the alleviation of housing problems within the State.
- G. The Act requires UGLGs acting as a consortium to submit a Consolidated Plan (CP) that covers the entire geographic area encompassed by the consortium.
- H. In accordance with 24 CFR 91.402 all UGLGs that are members of the HOME Consortium must be on the same program year, which runs from July 1st to June 30th for both CDBG and HOME Programs.

- I. Pursuant to 24 CFR 92.101(a)(2)(ii), a HOME consortium must have one member UGLG authorized to act in a representative capacity for all members for the purposes of administering the HOME Program, and the representative member assumes overall responsibility for ensuring that the consortium's HOME Program carried out in compliance with the requirements of the HOME Program, including requirements concerning the Consolidated Plan ; such member UGLG must hereinafter be referred to as "Lead Entity".
- J. Under general provisions of Utah law governing contracting between governmental entities, and pursuant to the specific authority granted by the Interlocal Cooperation Act, Utah Code Annotated, §11-13-101, *et. seq.*, 1953, as amended, any two or more agencies of the State may enter into agreements for joint or cooperative action. Additionally, one or more agencies may contract with one another or with a legal or administrative entity created pursuant to that act to perform any governmental service, activity, or undertaking that each participating agency is legally authorized to perform.
- K. The parties hereto have determined that it will be mutually beneficial and in the public interest to enter into this Interlocal Cooperation Agreement regarding the formation and administration of a consortium under the Act.

NOW THEREFORE, in consideration of the premises and the cooperative actions contemplated hereunder, the parties agree as follows:

1. CONSORTIUM

- a. Provo, Orem, Lehi, Eagle Mountain, and Utah County agree to act jointly as a consortium to become a Participating Jurisdiction to be known as the **Utah Valley HOME Consortium** (hereinafter collectively "UVHC" or

“Consortium”; and individually “Consortium Members” or “Members”).

Provo, Orem, Lehi, Eagle Mountain, and Utah County must act jointly as the Consortium for the purposes of applying jointly for federal funding under the HOME Investment Partnerships Program and administering affordable housing programs, including undertaking or assisting in undertaking HOME eligible housing assistance activities described in Title II of the Act, the latter to include, but not be limited to, acquiring, rehabilitating, constructing affordable housing, providing down-payment assistance and tenant-based rental assistance to serve eligible, qualified beneficiaries.

- b. As provided in 24 CFR 92.101, the Consortium’s status must continue until HUD is notified that the Consortium is dissolved, or HUD revokes its designation as a PJ. A fully executed copy of this Interlocal Cooperation Agreement, together with the resolutions of all parties, must be submitted to HUD as part of the Consortium’s qualification documentation.
- c. The Consortium must be governed by a Board of Directors (hereinafter “Board”) comprised of representatives from each Consortium Member. Each Consortium Member may have one representative for up to 100,000 residents, with an additional representative for every additional increment for up to 100,000 residents within its jurisdiction.
- d. The Board must provide leadership and have overall management responsibility to direct the Consortium activities. Further, the Board must make appropriate policy assessments and decisions concerning issues including, but not limited

to, those relating to existing and potential HOME projects, programs, activities, and its policies and procedures.

- i. Each party to this Agreement must, within thirty (30) days from the date of execution thereof, appoint its Board of Directors representative(s) as follows:
 - I. The Board representative(s) must be a resident of the jurisdiction he or she represents, and
 - II. The Board representative(s) must be knowledgeable in housing issues, and
 - III. The Board representative(s) must be appointed as otherwise required by local law, and
 - IV. Written notice of appointment, together with a written acceptance of an appointee, must be provided by the Clerk or Recorder of each appointing party to the Provo City Recorder.
- ii. Each of the parties agrees that each member of the Board may cast one vote; and that the passage of any proposal by the Board must require the affirmative vote of a simple majority.

2. DESIGNATION OF A CONSORTIUM MEMBER REPRESENTATIVE TO HUD

- a. Provo, Orem, Lehi, Eagle Mountain, and Utah County agree that Provo City must serve as the Lead Entity and administer the Consortium through the staff of the Development Services Department, CDBG/HOME Division, of Provo City Corporation. Division staff must provide effective leadership, support, and management of the Consortium's required functions.

- b. Provo's HOME Program Administrator, as the Executive Director of the Consortium, must function as a consultant to Board members, providing direction and guidance on HOME regulations and policies, and assisting the Board in the determination of eligible projects and activities. The Executive Director is not a voting member of the Board.
- c. Provo may provide a recording secretary for each meeting who must be responsible for the recording of the meeting and for maintaining pertinent written and audio minutes. The secretary does not serve as an officer on the Board nor is he/she a voting member.

3. LEAD ENTITY RESPONSIBILITIES

- a. The parties hereto recognize and understand that the Lead Entity must be the governmental entity required to execute all grant agreements received from HUD pursuant to Lead Entity's request for HOME funds. The Lead Entity must thereby become and must be held by HUD to be legally liable and have full responsibility for the execution of the HOME Program. The Lead Entity must be responsible for the Consortium's Five-Year Consolidated Plan with an annual Action Plan component and annual Action Plans for the remaining four years, as required.
- b. All projects and project applicants must be reviewed and pre-screened for threshold criteria, compliance, and conformance with the relevant HOME rules, regulations, and guidelines by the Lead Entity, and only those which meet the requirements must be eligible to be reviewed for funding recommendations by the Board.

- c. The Lead Entity must utilize a pre-application process providing project assessment, technical assistance, and resource coordination to less experienced applicants.
- d. Threshold criteria developed for each funding round must be developed by the Lead Entity. Such criteria must be consistent with related plans from individual CDBG entitlement jurisdictions pursuant to §91.220 (hereinafter “Action Plans”) and individual housing elements in each jurisdiction’s master plans.
- e. The Lead Entity, in collaboration with Board members, or their designated representatives, may develop a fair and appropriate system to assist in the selection of projects; such system to reflect existing policy, priorities and criteria established by the jurisdictions’ comprehensive housing plans, Consolidated Plan and Action Plans. The Lead Entity, in collaboration with Board members, may develop appeals process by which proponents of a proposed project either not recommended for funding by the Board or recommended for funding at a lesser amount than requested may appeal to the Board for reconsideration.
- f. The Board must review eligible projects for conformity to the priorities and policies included in the Consolidated Plan, Action Plans, relevant jurisdictions’ comprehensive housing plans and/or specific self-directed priority project(s), and criteria established by the Board, including threshold criteria concerning periods of affordability, which may be stricter than those required by HOME regulations, as defined in §92.252(e). The Board must prioritize projects based

on the evaluation described in this paragraph and make funding recommendations as constrained by the availability of funds.

- g. Consortium Members agree that the recommendations made by the Board must be reviewed for final approval by each Member's legislative body subject to Paragraph 8 of this Agreement and other terms contained in this paragraph. All projects selected by the Board must conform to the jurisdictions' comprehensive housing plan, Consolidated Plan, related Action Plans, minimum criteria established and self-directed priority projects.
- h. The Lead Entity's program, supervisory and administrative obligations to Consortium Members must be limited to the performance of the administrative and program tasks necessary to make HOME funds available to them and to provide at least annual monitoring for the performance of their various projects funded with HOME funds throughout the corresponding period of affordability to ensure compliance with applicable Federal laws and regulations. The Lead Entity must be responsible for determining eligibility and confirming the compliance of the HOME projects with applicable Federal laws and regulations.
- i. The Lead Entity must make all its financial records related to the administration of the HOME funds available for inspection to all persons, including representatives from corporations and governments, in accordance with its own policies and regulations and with State law.
- j. The Lead Entity will act to protect the Consortium's interest in enforcing and reviewing contracts, agreements, memorandums, and or any other legal instruments entered into in the process of administering the HOME Program,

and utilizing legal counsel to represent the Consortium while protecting these interests. Orem, Lehi, Eagle Mountain, and Utah County agree to have Provo City Legal Department staff act as head counsel in these matters.

4. GENERAL ADMINISTRATION

- a. Provo, as the designated Lead Entity of the Consortium, has the ultimate and overall responsibility under the Act for ensuring that the HOME Program is carried out as required in 24 CFR, Part 92, including the submission and approval of a Comprehensive Housing Affordability Strategy for the use of HOME funds as set forth in Paragraph 5 below, which has been mutually agreed upon by all Consortium Members, and for providing all assurances or certifications as required under 24 CFR, Part 92. Therefore, Provo requires Orem, Lehi, Eagle Mountain, and Utah County, and Orem, Lehi, Eagle Mountain, and Utah County require Provo, to agree to strict adherence to the Program description as approved and to all assurances and certifications provided, including agreeing to take all actions necessary to assure compliance with Provo's certification under the Fair Housing Act of 1968 (Title VIII), Executive Order 11063 (Equal Opportunity in Housing), and Title VI of the Civil Rights Act of 1964, the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, and the Davis Bacon Act at 40 USC 276a, *et.seq.* Provo may not provide HOME funds for activities or support any Member that does not affirmatively further fair housing within its own jurisdiction or activities that impede Provo's action to comply with Fair Housing certification. In addition, the Lead Entity is responsible for taking all

required actions to comply with provisions of the National Environmental Policy Act of 1969. Orem, Lehi, Eagle Mountain, and Utah County must readily support the Lead Entity as requested to meet these requirements.

- b. Annual allocation of HOME funds to Consortium Members for self-directed projects must be based upon information listed by HUD's "HOME Consortia Participating Members Percentage Report" posted annually in HUD's HOME Consortia website for the corresponding Fiscal Year. Alternatively, should HUD delay a timely posting of such Report, the allocation may be based upon an approximation estimated from the previous Fiscal Year allocation. The funds dedicated to the PJ may be from any HOME funds, including program income, available to the Consortium. Consortium Members can self-direct funds by notifying the Board of their jurisdiction funding self-direction recommendations **thirty (30) business days** prior to the Board's final meeting to develop recommendations for funding. Any of the available self-directed funds not allocated by individual Consortium Members will no longer be dedicated to self-direction and will be made available for allocation by the Board. If funds are allocated to a jurisdiction, but not used timely by that jurisdiction, the Board must have the right to re-allocate those funds to other member jurisdictions in whole or in part.
- c. Disputes arising between Consortium Members regarding direction, policy, or procedure must be resolved by the Board. Should the Board be unable to agree upon the resolution, it must be referred to the Legislative bodies of the

Consortium Members for resolution. If no resolution is forthcoming, the parties may terminate this Agreement in accordance with Paragraph 6 below.

- d. Each Consortium Member is responsible for providing its own pro rata share of matching non-federal funds required by the Act for any HOME funds allocated and accepted for use by that Member.
- e. When conducting their own self-directed projects, Consortium Members must use their own jurisdictions' general funding for expenditures of HOME projects, and subsequently request reimbursement of HOME funds from the Lead Entity. The Lead Entity must review expenditure documentation prior to drawing down HOME funds from the U.S. Treasury and releasing those funds to the Consortium Member.
- f. Program Income. Program income as defined in 24 CFR 92.2, generated by any HOME project must be held by the Lead Entity. Program Income must be used first before any HOME funds are drawn or requested from HUD by the Lead Entity.
- g. Recaptured Funds. Recaptured funds received from any of the Consortium's homebuyer programs during the period of affordability must be held by the Lead Entity and must be used for eligible activities and in accordance with HOME requirements.
- h. Monitoring. The Lead Entity must be responsible for reviewing the performance of each Subrecipient and Developer at least annually and must continue to monitor projects and activities assisted with HOME funds during the corresponding period of affordability.

- i. When conducting their own self-directed projects, Consortium Members must provide the Lead Entity with a semi-annual HOME Program activity report of all HOME funded projects. Consortium Members must provide the Lead Entity with semi-annual reports that capture and identify Program Income derived from the funded activities.
- j. Consortium Members must cooperate with the Lead Entity for consolidation into one report the following reports, if applicable, for submission to HUD according to applicable deadlines: Impediments to Fair Housing, Citizen Participation Plan, Minority Business Enterprise/Women's Business Enterprise reports, Federal Cash Transaction reports, and annual HOME Consolidated Action Plan Evaluation Report(s) (CAPER) as well as preparing and submitting any other reports that are required by HUD.
- k. Repayments. Any HOME funds invested in housing that does not meet the affordability requirements, is terminated before completion, or is determined to be ineligible must be repaid to HUD by the Consortium. When conducting their own self-directed projects, each Consortium Member assumes full responsibility for repayment of HOME expenditures made within its jurisdiction that are disallowed by HUD.

5. AFFIRMATIVELY FURTHERING FAIR HOUSING

Each Consortium Member agrees to affirmatively further fair housing.

EFFECTIVE DATE, DURATION AND TERMINATION

- a. This Agreement must go into effect October 1, 2025 and must continue in full force and effect for the consecutive three Federal Fiscal Years 2026, 2027 and

2028 (hereinafter, “Qualification Period”) during which the Consortium qualifies to receive HOME funds and which will end on June 30, 2028, unless HUD revokes the Consortium’s designation as a PJ, or Utah County fails to re-qualify as an Urban County for a Fiscal Year included in the Consortium’s Qualification Period, or the Consortium fails to receive a HOME allocation for the first Federal Fiscal year of the Consortium’s Qualification Period and does not request to be considered to receive a HOME allocation in each of the subsequent two years. The terms of this Agreement cover the period necessary to carry out all activities that will be funded from funds awarded during the indicated qualification period. This Agreement shall remain in effect until the HOME funds received during each federal fiscal years of the Qualification Period are fully expended on eligible activities or returned to HUD, in accordance with the requirements of HOME Notice CPD 13-02, Section III.B(5).

- b. Pursuant to 24 CFR 92.101(e), during the Qualification Period additional UGLGs may join the Consortium, but no Consortium Members may withdraw from the Consortium or terminate this Agreement during the Qualification Period.
- i. New members may be added to the Consortium upon consent of a simple majority of the Consortium Board of Directors. When a new member is added, the Agreement will be amended accordingly, and the parties agree to execute such further instruments as may be reasonably required to affect such

amendment. The Agreement will be amended in the Federal Fiscal Year before the year in which the new member is to be added.

6. AUTOMATIC RENEWAL PROVISION.

- a. This Agreement must automatically be renewed for the Consortium's participation in successive qualification periods of three federal fiscal years each. No later than the date specified by HUD's consortia designation notice or HOME Consortia web page, the Lead Entity must notify each Consortium Member in writing of its right to decide not to participate in the Consortium for the next Qualification Period and the Lead Entity must send a copy of each notification to the HUD field office.
- b. If a Consortium Member decides not to participate in the Consortium for the next Qualification Period, the Consortium Member must notify the Lead Entity, and the Lead Entity must notify the HUD Field Office, before the beginning of the new Qualification Period.
- c. Before the beginning of each new Qualification Period, the Lead Entity must submit to the HUD Field Office a statement of whether any amendments have been made to this Agreement, a copy of each amendment to this Agreement, and, if the Consortium's membership has changed, and the State certification required under 24 C.F.R. 92.101(a)(2)(i). The Consortium must adopt any amendments to this Agreement that are necessary to meet HUD requirements for consortium agreements in successive Qualification Periods.
- d. The automatic renewal of the Agreement will be void if:

- i. The Lead Entity fails to notify a Consortium Member, or the HUD Field Office as required under this automatic renewal provision; or
- ii. The Lead Entity fails to submit a copy of each amendment to this Agreement as required under this automatic renewal provision.

7. INTERLOCAL COOPERATION ACT.

The following provisions are included in this Agreement to comply with the requirements of the Interlocal Cooperation Act:

- a. Financing and Budget. The Provision for the financing of the cooperative actions contemplated by this Interlocal Cooperation Agreement and the budget thereof are found in Paragraph 4(b) hereof.
- b. Filing. The Parties must each file a copy of this Agreement with the keeper of records of each of the parties hereto.
- c. Authorizing Resolutions. The respective Legislative bodies of the parties must adopt resolutions authorizing this Agreement, which resolutions must include the authorization of the automatic renewal provision.
- d. Legal Opinion. Each of the parties has submitted this Agreement to its legal counsel for review as to proper form and compliance with applicable law.

8. INDEMNIFICATION.

All parties to this Agreement are governmental entities under the Utah Government Immunity Act as set forth in Title 63G, Chapter 7, Utah Code Ann., 1953 as amended. Consistent with the terms of that Act, it is mutually agreed that each party hereto must be responsible and liable for its own wrongful or negligent acts which it commits, or which are committed by its agents, officials, or employees.

None of the parties hereto waive any defenses otherwise available under the Utah Governmental Immunity Act.

9. LAWFUL AGREEMENT.

The parties represent each of them have lawfully entered into this Agreement, having complied with all relevant statutes, ordinances, resolutions, by-laws, and other legal requirements applicable to their operation.

10. UTAH LAW.

This Agreement must be interpreted pursuant to the laws of the State of Utah.

11. INTERPRETATION OF AGREEMENT.

The invalidity of any portion of this Agreement may not prevent the remainder from being carried into effect. Whenever the context of any provision must require it, the singular number must be held to include the plural number and vice versa, and the use of any gender must include any other and all genders. The paragraph and section headings in the Agreement are for convenience only and do not constitute a part of the provisions hereof.

12. AMENDMENTS.

No oral modifications or amendments to this Agreement shall be effective. This Agreement may be modified or amended in writing with the consent of all Consortium Members. However, the Consortium may authorize the Lead Entity to execute certain limited amendments to this Agreement without obtaining the signature of each Consortium Member, provided such amendments are necessary to comply with HUD requirements or are otherwise administrative in nature and do not materially alter the rights or obligations of the Members. Any amendment,

whether by all Members or by the Lead Entity under such authority, shall be in writing and may be subject to prior written approval by the Denver HUD Field Office as required. (See HOME Notice, Section III.B(8).)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly authorized and executed by each jurisdiction on the date specified on the respective signature pages.

SIGNATURE PAGE FOR **PROVO CITY**
HOME INVESTMENT PARTNERSHIPS PROGRAM
INTERLOCAL COOPERATION AGREEMENT
for FEDERAL FISCAL YEARS 2026, 2027, AND 2028

Approved this _____ day of _____, 2025

By: _____

Michelle G. Kaufusi, Mayor

ATTEST: _____

Heidi Allman, City Recorder

ATTORNEY REVIEW

The undersigned, as the authorized attorney of Provo City, has reviewed the foregoing Interlocal Cooperation Agreement and finds it to be in proper form and in compliance with Utah Code 11-13-202. The terms and provisions of the Agreement are fully authorized under state and local law and the Agreement provides full legal authority for the Consortium to undertake or assist in undertaking housing assistance activities for the HOME Investment Partnerships Program.

Dated this _____ day of _____, 2025

By: _____

Legal Counsel for Provo City

SIGNATURE PAGE FOR **CITY of OREM**
HOME INVESTMENT PARTNERSHIPS PROGRAM
INTERLOCAL COOPERATION AGREEMENT
for FEDERAL FISCAL YEARS 2026, 2027, AND 2028

Approved this _____ day of _____, 2025

By: _____

David Young, Mayor

ATTEST: _____

Orem City Recorder

ATTORNEY REVIEW

The undersigned, as the authorized attorney of City of Orem, has reviewed the foregoing Interlocal Cooperation Agreement and finds it to be in proper form and in compliance with applicable Utah State law.

Dated this _____ day of _____, 2025

By: _____

Legal Counsel for Orem City

SIGNATURE PAGE FOR **CITY of LEHI**
HOME INVESTMENT PARTNERSHIPS PROGRAM
INTERLOCAL COOPERATION AGREEMENT
for FEDERAL FISCAL YEARS 2026, 2027, AND 2028

Approved this _____ day of _____, 2025

By: _____

Mark Johnson, Mayor

ATTEST: _____

Lehi City Recorder

ATTORNEY REVIEW

The undersigned, as the authorized attorney of City of Lehi, has reviewed the foregoing Interlocal Cooperation Agreement and finds it to be in proper form and in compliance with applicable Utah State law.

Dated this _____ day of _____, 2025

By: _____

Legal Counsel for Lehi City

SIGNATURE PAGE FOR **CITY of EAGLE MOUNTAIN**
HOME INVESTMENT PARTNERSHIPS PROGRAM
INTERLOCAL COOPERATION AGREEMENT
for FEDERAL FISCAL YEARS 2026, 2027, AND 2028

Approved this _____ day of _____, 2025

By: _____

Tom Westmoreland, Mayor

ATTEST: _____

Eagle Mountain City Recorder

ATTORNEY REVIEW

The undersigned, as the authorized attorney of City of Eagle Mountain, has reviewed the foregoing Interlocal Cooperation Agreement and finds it to be in proper form and in compliance with applicable Utah State law.

Dated this _____ day of _____, 2025

By: _____

Legal Counsel for Eagle Mountain

SIGNATURE PAGE FOR **UTAH COUNTY**
HOME INVESTMENT PARTNERSHIPS PROGRAM
INTERLOCAL COOPERATION AGREEMENT
for FEDERAL FISCAL YEARS 2026, 2027, AND 2028

Approved this _____ day of _____, 2025

BOARD OF COUNTY COMMISSIONERS
UTAH COUNTY, UTAH

By: _____

Brandon Gordon, Chair

ATTEST: _____

Utah County Clerk/Auditor

ATTORNEY REVIEW

The undersigned, as the authorized attorney of Utah County, has reviewed the foregoing Interlocal Cooperation Agreement and finds it to be in proper form and in compliance with applicable Utah State law.

Dated this _____ day of _____, 2025

By: _____

Utah County Attorney

City Council Agenda Item Report

Meeting Date: June 10, 2025

Submitted By: Jacob Curtis

Submitting Department: Planning Division

Item Type: Ordinance

Agenda Section: Regular Agenda

Subject:

Consideration of Ordinance #39-2025 approval of a comprehensive amendment to Chapter 5, Zoning Districts and Table 05-404-A Bulk and Intensity Agricultural and Residential Districts.

Suggested Action:

Attachments:

[CC Staff Report Chapter 5 Development Code Amendment 06.10.25.docx](#)

[DRC Chapter 5 Development Code Amendment 04.23.25.docx](#)

[Ord 39-2025.docx](#)

[Chapter 5 Development Code Amendment Narrative and Redlines](#)

CHAPTER 5 DEVELOPMENT CODE AMENDMENT

CITY COUNCIL REPORT

Applicant	Lehi City
Meeting Date	June 10, 2025
Requested Action/Purpose	Approval of a proposed amendment to the Lehi City Development Code
Date of DRC Review	April 23, 2025
Date of Planning Commission Review	May 8, 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

The applicant is requesting approval of an amendment to Chapter 5 of the Development code in conjunction with updates to Table 05.040-A Residential Zones Bulk and Intensity. The update is a comprehensive update to Chapter 5.

The primary changes made with the comprehensive update are as follows:

- Cleaning up and simplifying the text.
- Creating a more specific purpose for each of the zones.
- Removing outdated and no longer applicable information about the R- 2.5 zone.
- Removing exceptions to bulk and intensity requirements for curvilinear street layouts or coving.
- Removing stricter public notice procedures for permitted uses in the Public Facility zone.

The DRC had six comments for this development code amendment that were primarily grammatical. Notable comments include:

1. Consider changing the allowed hours of operation to instead to refer to the noise ordinance in the Municipal Code
2. Why is this still a regulation? People just zone to R-1-Flex. I really think we should eliminate this.

3. Remove the pioneer village units from the Density Map.

Please consider all DRC comments in your 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 May 8, 2025. The minutes and motion from this meeting are as follows:

2.7) Public hearing and recommendation of Lehi City's request for review of a comprehensive amendment to Chapter 5, Zone Districts and Table 05-404-A Bulk and Intensity Agricultural and Residential Districts.

Brittney Harris presented the item. The language has been changed to make it simpler and more direct. No changes to the intent were made.

Commissioner Everett asked for clarification on business uses vs. commercial uses.

Motion: Commissioner Kunze moved to give a positive recommendation to Lehi City Council with an encouragement to change the phrase "business uses" to "commercial uses", with the findings that the proposed code amendment is in conformance with the purposes, intent, and provisions of the General Plan and its various element. She included all DRC comments. Commissioner Eyre seconded.

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

Motion passed unanimously.

**Chapter 5 Development Code Amendment
DRC Redline Comments**

Lehi City- requests review of a Development Code amendment to Chapter 5 Zoning Districts and Table 05-040-A (Bulk & Intensity Agricultural & Residential Districts) to make a comprehensive update.

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

Assigned Planner: Jacob Curtis

Representatives of the Applicant Present:

Date of Plans Reviewed: 04/10/25

Time Start:

Time End:

DRC REDLINE COMMENTS:

Glade – Power: No comments

Brad – Fiber: No comments

Garion – Fire:

1. Consider changing the allowed hours of operation to instead to refer to the noise ordinance in the Municipal Code

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:

2. are provided at the time of annexation.
3. until a zone change is approved.
4. Promote?
5. Why is this still a regulation? People just zone to R-1-Flex. I really think we should eliminate this.
6. Remove the pioneer village units from the Density Map.

THIS ITEM WILL BE SCHEDULED FOR PLANNING COMMISSION ON MAY 8th

PRECON MEETING REQUIRED? (FULL, TAILGATE, NONE)

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: 39-2025

**AN ORDINANCE AMENDING THE LEHI CITY DEVELOPMENT CODE
CHAPTER 5**

WHEREAS, it has become necessary to amend Chapter 5 of the Lehi City Development Code; and

WHEREAS, this amendment seeks to clean up the text and create a more specific purpose for each of the zones; and

WHEREAS, following a public hearing on May 8, 2025, the Lehi City Planning Commission reviewed the proposed revisions and forwarded a positive recommendation to the City Council; and

WHEREAS, on June 10, 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 May 8, 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: Chapter 5 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:

Chapter 5 of the Lehi City Development Code is hereby amended.

PART II:

A. If a provision of this Ordinance 39 -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 10th day of June 2025.

ATTEST

Mark Johnson, Mayor

Teisha Wilson, City Recorder



***Community Development Department –
Planning Division***

153 North 100 East
Lehi, UT 84043
Office 385.201.1030
lehi-ut.gov

April 23, 2025

Narrative –Chapter 5 & Table 05.040-A Residential Zones Bulk and Intensity Development Code Amendment

The Planning Division is proposing a Development Code Amendment to update sections of Chapter 5 of the Development Code. Specifically, we are proposing a comprehensive update to Chapter 5 and a subsequent update to the Bulk and Intensity Table to match.

The primary changes made with the comprehensive update are as follows:

- Cleaning up and simplifying the text.
- Creating a more specific purpose for each of the zones.
- Removing outdated and no longer applicable information about the R- 2.5 zone.
- Removing exceptions to bulk and intensity requirements for curvilinear street layouts or coving.
- Removing stricter public notice procedures for permitted uses in the Public Facility zone.

We believe this will help clarify the interpretation of the Code.

Please contact the Planning Division if you have any questions.

Thank you,

Jacob Curtis, AICP
Planner 3

CHAPTER 05**ESTABLISHMENT OF ZONES***(Amended 09/11/18, 11/16/21)*

- Section 05.010. Zoning by Districts.
 Section 05.020. Zoning Districts Purpose.
 Section 05.030. Table of Permitted and Conditional Uses.
 Section 05.040. Table of District Yard, Bulk and Intensity Requirements.

Section 05.010. Zoning by Districts.*(Amended 10/10/00, 08/07/01, 04/22/08, 09/09/08, 09/11/12, 01/13/15, 02/24/15; 11/15/22)*

In accordance with the requirement of the Utah Code requirements that zoning within municipalities be by districts, Lehi City, as shown on the Lehi City Zoning Map is divided into the following zoning districts or zones:

Transitional Holding -5 (TH-5)
Agriculture-5 (A-5)
Agriculture-1 (A-1)
Residential/Agriculture (RA-1)
Residential (R-1-22)
Residential (R-1-15)
Residential (R-1-12)
Residential (R-1-10)
Residential (R-1-8)
Residential (R-1-Flex)
Medium Density Residential (R-2)
Intermediate High Density Residential (R-2.5)
High Density Residential (R-3)
Mixed Use Commercial/Residential (MU)
Regional Commercial (CR)
Commercial (C)
Heavy Commercial (C-H)
Commercial/Food Processing (C-1)
Neighborhood Commercial (NC)
Technology and Manufacturing (T-M)
Business Park (BP)
Light Industrial (LI)
Historical/Industrial (HI)
Planned Community (PC)
Resort Community (RC)
Public Facilities (PF)
Transit Oriented Development (TOD)

which These zones govern the use, intensity, area, and other requirements for the use of land as required by this Code. The Lehi City Zoning Map identifies the geographic distribution of each zone within Lehi City, Utah. All development, use, activity, and authorized permits and licenses shall adhere to all the provisions, standards, and requirements of the applicable zone. To meet the purposes of this Code and the Lehi City

General Plan, the City of Lehi is divided into the following zoning districts:

Transitional Holding -5 (TH-5)
Agriculture-5 (A-5)
Agriculture-1 (A-1)
Residential/Agriculture (RA-1)
Residential (R-1-22)
Residential (R-1-15)
Residential (R-1-12)
Residential (R-1-10)
Residential (R-1-8)
Residential (R-1-Flex)
Medium Density Residential (R-2)
Intermediate High Density Residential (R-2.5)
High Density Residential (R-3)
Mixed Use Commercial/Residential (MU)
Regional Commercial (CR)
Commercial (C)
Heavy Commercial (C-H)
Commercial/Food Processing (C-1)
Neighborhood Commercial (NC)
Technology and Manufacturing (T-M)
Business Park (BP)
Light Industrial (LI)
Historical/Industrial (HI)
Planned Community (PC)
Resort Community (RC)
Public Facilities (PF)
Transit Oriented Development (TOD)

Section 05.020. Zoning Districts Purpose.*(Amended 1/11/00, 10/10/00, 5/22/01, 08/07/01, 11/15/05, 04/22/08, 09/09/08, 06/09/09, 07/28/09, 07/09/13, 02/24/15, 02/13/18, 08/14/18; 01/22/19; 12/8/20)*

Consistent with the goals and policies of the Lehi City General Plan, the zoning districts are formulated to provide and achieve the following purposes:

The **Transitional Holding-5 (TH-5) District** is designated primarily for the annexation of land where no water is dedicated upon annexation and where no city culinary water or pressurized irrigation water services will be provided. Characteristic of this district is a continuation of uses and services existing at the time of annexation.

All new uses must comply with Table 05-030-A, Table 05-040-A, and Table 12-060 of the Lehi City Development Code. Property may be annexed into the TH-5 district without the requirement of a General Plan amendment. It is, however anticipated that when

are provided at the time of annexation.

until a zone change is approved.

the property is rezoned, it will comply with the General Plan designation. Otherwise, a General Plan amendment will be required.

Following annexation into the TH-5 District, a single lot may be partially rezoned to a different zoning district so long as the portion of the lot remaining in the TH-5 district is not smaller than one acre.

~~A. The Agriculture-5 (A-5), Agriculture-1 (A-1) and Residential/Agriculture (RA-1) Districts are designed to preserve lands suited for farming and ranching operations protected from the encroachment of incompatible uses. Additionally, these districts are intended to allow viable agricultural uses to remain on lands potentially suited for the eventual development of other uses, pending proper timing and the provision of the required services including all public utilities, streets, parks, schools and other facilities, so that an orderly development pattern is encouraged.~~

~~A. The Residential Districts of Lehi City (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 and R-3) are formulated to provide a range of housing choices and densities to meet the needs of Lehi City residents, to offer a balance of housing types and densities, and to preserve and maintain the City's residential areas as safe and convenient places to live. These districts are intended for well-designed residential areas free from any activity that may weaken the residential strength and integrity of these areas.~~

~~Typical uses include single-family dwellings, two-family dwellings, multi-family dwellings, condominiums, and townhouses. Also allowed are parks, open space and conservation areas, pedestrian pathways, trails and walkways, utility facilities and public service uses required to meet the needs of the citizens of the City and residents of each of the City's neighborhoods.~~

~~B. The purpose of the Very Low Density Residential Agricultural Districts (A-5, A-1, and R-1-22) is to provide for large-lot single-family residential areas within a rural setting. These districts are designed to encourage lands suited for farming and ranching operations.~~

~~RA-1 may also be permitted on properties that are no larger than two acres in size.~~

~~B.C. The purpose of the Very Low Density Residential Districts (R-1-22, RA-1, R-1-15) is to provide for large-lot single-family residential areas. The RA-1 zone and/or is intended for hobby farm developments.~~

~~C.D. The purpose of the Low Density Residential Districts (R-1-12, R-1-10, R-1-8, and R-1-Flex) is to provide for single-family residential areas and dwelling units on individual lots.~~

1. The standard zones for the Low Density Residential District are the R-1-Flex zone and R-1-12.
2. A property may be zoned to an R-1-8 or R-1-10 zone only in cases where a parcel of property is immediately adjacent to existing R-1-8 or R-1-10 zoning on at least three sides.

~~D. An additional purpose of the R-1-Flex District is to break from traditional single-family zoning with fixed lot requirements, which typically results in neighborhoods where all of the lots are similar in size. The R-1-Flex District allows a diversity of lot sizes while still keeping within the density standard of the district. The intent is to allow for flexibility in lot size standards, and to promote diversification and stability of neighborhoods while assuring that the character of the single-family district is maintained.~~

- ~~3. All developments within the R-1-Flex District that are less than ten gross acres in size shall meet the following requirements:~~
 - ~~(a) maximum density of three and one quarter (3.25) units per acre; and~~
 - ~~(b) minimum lot size of 8,000 square feet.~~

- ~~4. To allow for a greater diversity of lot sizes while still keeping within the density standard of the district, a~~ All developments within the R-1-Flex District that are ten gross acres or greater, in size shall meet the following additional requirements:
 - ~~(a) maximum density of 3.5 units per acre;~~
 - ~~(b) minimum lot size of 8,000 square feet;~~
 - ~~(c) each development shall contain a mix of lot sizes. 40 percent must be 12,000 square feet or larger, 30 percent must be between 10,000-11,999 square feet, and 30 percent must be between 8,000 and 9,999 square feet in size. When calculating the required number of lots, the number may be rounded down to the nearest whole number; and~~
 - ~~(d) PUD or PRD developments may be allowed. In such cases, the lot size mix requirement in subparagraph 2(c) does not apply.~~

Why is this still a regulation? People just zone to R-1-Flex. I really think we should eliminate this.

E. The ~~purpose of the Medium Density Residential District (R-2) is to identify and encourage the provides an area for the~~ development of medium density residential uses, including single family, and two-family dwellings, and other multi-family dwellings.

F. ~~The purpose of the Intermediate High Density Residential District (R-2.5) is to~~ provides an attractive setting for small lot single family and low-rise townhouses and condominiums in a Planned Unit Development. ~~The R-2.5 zone is intended to provide greater housing affordability and mix of housing types. All developments within the R-2.5 Zone shall meet the following requirements:~~

1. ~~Only Planned Unit Developments will be allowed in the R-2.5 Zone and must be approved in accordance with Chapter 17, Planned Unit Developments, of this Code. Use of the R-2.5 Zone and approval of a Planned Unit Development is at the discretion of the Planning Commission and City Council.~~

2. ~~A Concept Plan shall be filed concurrent with any request to amend the Land Use Element of the General Plan to an Intermediate High Density Residential designation. The Concept Plan shall be filed in accordance with the Concept Plan requirements contained in Chapter 11 of this Code.~~

3. ~~A Concept Plan shall be effective for a period of one year from the date that the Concept Plan and General Plan Amendment are reviewed by the City Council, at the end of which time an application for a Zoning Map amendment shall have been submitted and under review by the City. If an application for a Zoning Map Amendment to the R-2.5 Zone has not been filed within the one-year period, the Concept Plan shall be void. The City Council may grant an extension of the Concept Plan according to the provisions of Section 10.120.~~

4. ~~Properties designated as an Intermediate High Density Land Use or R-2.5 Zone for which the Concept Plan has become void shall require the applicant to submit a new Concept Plan for review subject to the then-existing provisions of this Code and General Plan.~~

5. ~~To accommodate requests for changes to the Concept Plan, the City may allow the Concept Plan to be amended. Amendments shall follow the same requirements for initial review of a Concept Plan including review by Staff, Planning Commission and City Council.~~

G. The ~~purpose of the High-Density Residential~~

~~District (R-3) is to provide~~ an environment and opportunities for higher density residential uses, including single family detached and attached residential units, apartments, condominiums, and townhouses.

H. ~~The purpose of the Mixed-Use (MU) District is to allow developments designed with a mix of uses including retail, restaurant, office, entertainment, recreation, open space, and residential that create a quality design and a walkable urban community or village feel. The mixed-use development standards help to encourage vibrant, active centers with a variety of uses in a pedestrian friendly environment and promote architectural quality in building designs. Density for individual projects shall be determined and distributed on a project-by-project basis throughout the MU Districts. Residential densities are set by Map 05.010. Maximum TOD and Mixed-Use~~ Mixed-Use Density Map.

H.I.

~~I. The Regional Commercial (CR) District is created to provide~~ for a variety of high-quality retail and service-oriented commercial uses that serve a broad geographical market beyond the Lehi area. ~~This zone is generally applied to properties along major transportation corridors such as I-15 with the infrastructure to support them, and is designed to promote high-quality commercial developments that can take advantage of the zone's close proximity to I-15 and other major transportation corridors. Development within this zone should be designed in a manner that presents a favorable image of the City and is encouraged to be developed in large, well-planned and cohesive projects rather than smaller, piecemeal projects.~~

J. The **Commercial (C) District** ~~is intended to provide controlled and compatible locations for retail, office, business, and commerce activities that meet the consumer needs of Lehi residents and provide employment opportunities. The Commercial zone is envisioned to enhance employment opportunities, to strengthen the city's tax base, and ensure high quality design and functionality of commercial areas. Uses typical to this District may include retail sales and services, offices and institutional uses.~~

K. The **Heavy Commercial (C-H)**

promote?

District is intended to provide appropriate locations for warehousing, auto and truck services, and light manufacturing that do not impact existing and planned residential areas. This district supports opportunities for a variety of commercial uses that contribute to the local tax base, and to create high quality areas for businesses that are more impactful to surrounding areas than those allowed in the Commercial and Regional Commercial zones, retail and office uses. Typical uses include office/warehouse, light manufacturing, auto and truck service and repair, distribution centers, and some retail/office.

L. The purpose of the **Commercial/Food Processing District (C-1)** is to allow for the continued operation of existing food processing businesses that involve the slaughtering and processing of livestock. However, animal rendering and feed lots are prohibited, and livestock may not be corralled outdoors for any period of time. It is also intended to allow future retail, office and business/commerce activities. Uses typical to this District include existing food processing businesses as well as future retail sales and services, offices and institutional uses.

M. The **Neighborhood Commercial (NC) District** is created to provide an area where for the development of smaller-scale commercial buildings where goods and services are available in close proximity or adjacent to surrounding neighborhoods, residential areas. The purpose of this zone is to allow for the development of smaller-scale retail and service-oriented businesses that are compatible with the adjacent neighborhoods. Developments within this zone should be designed for a sensitive transition between the Neighborhood Commercial uses and surrounding residential uses. To smooth the integration of nonresidential uses in close proximity to neighboring residential areas, the following standards shall apply:

- a. Business operating hours shall be between the hours of 6 AM and 11 PM Sunday through Thursday and 6 AM to 12 AM Friday and Saturday.
- b. Structures in this zone are limited to a 5,000 square foot footprint unless approved by the Planning Commission based on a determination that the building meets the intent of this zone.

In order to prevent disturbance to neighboring residential areas, businesses operating hours shall be between the hours of 6 AM and 11 PM Sunday through Thursday and 6 AM to 12 AM Friday and Saturday. Structures in this zone are limited in size to a 5,000 square foot footprint unless otherwise approved by the Planning Commission based on a determination that the building meets the intent of this zone.

M.-N. The **Business Park (BP) District** is established to provide a clean, attractive and nuisance-free location conducive to business operations, particularly for corporate headquarters and offices, laboratories, vocational schools, research facilities, medical and dental clinics, hospitality, supplementary retail and restaurants, and larger-scale public facilities.

O. The **Technology and Manufacturing (T-M) District** is to provide for and encourage the development of well-planned and designed technological and manufacturing parks. These areas are characterized by uses such as research, development, manufacturing, fabrication, processing, storage, warehousing, and wholesale distribution. These areas are to be located in proximity to adequate transportation facilities and infrastructure so that the needs of these users may be met in an efficient manner with consideration to adjoining uses.

P. The purpose of the **Light Industrial District (LI) District** is to identify and provides locations for light industrial uses that produce a greater impact than the other commercial and non-residential zones, no appreciable impact on adjacent properties, a desire for clean and attractive industrial locations, and to The Light Industrial zone provides employment opportunities of a great variety, including more manufacturing and construction related industries for residents of Lehi City.

Q. The purpose of the **Historical/Industrial (HI) District** is an exclusive district for the protection protects the and continued operation of industrial uses of historic significance to the City.

R. The **Planned Community (PC) District** is established to encourage the comprehensive planning and coordinated development of areas identified as appropriate for a mix of uses and use densities.

Commented [JC1]: Are these too open? Like would 7 am to 10 pm be better during the week?

Maybe specify noise restrictions instead of operating hours. Nobody will follow this and there noise is going to be and noise will be easier to police.

~~The PC district allows the City to establish land use and site-specific provisions which enable the City to address unique areas that warrant a comprehensive set of specific land use policies and standards. Additionally, the PC district encourages the coordinated and unified development of an area and allows use and design flexibility for the landowner within an overall framework of development standards.~~

~~S. The purpose of the **Resort Community (RC) District** is to recognize and provide for the orderly development of certain properties as a gathering destination for locals and tourists, as well as convention, hospitality, and other business uses, and gathering destination. A **Resort Community Zone** may include a cohesive and complementary mixture of land uses, including commercial, residential, recreational, and/or business park. Uses should focus on services for tourists, visitors, and the local community.~~

~~S.~~

~~T. The **Public Facilities (PF) District** is established to provide areas for publicly owned buildings and facilities.~~

- a. Lehi City recognizes that, in attempting to serve the general public, there are unique needs that are difficult to address through standard ~~residential or commercial~~ zoning regulations. ~~Therefore,~~ ~~the~~ intent of this zone is to create a balance between the needs of the City and other ~~governmental or~~ public entities and the interests of adjacent property owners, who should be aware of the potential use of neighboring publicly owned lands and have assurance of continued public use.
- b. Some uses in the PF District will be allowed in other zoning districts to initially accommodate public facilities in appropriate areas without undue difficulty; however, it is intended that the PF District would then be applied by the City to all such facilities for ease of recognition on the Lehi City Planning Zone Map and accurate statistical indexing of

land uses.

- c. The establishment of a PF District may only be initiated by Lehi City; however, changes from a PF District to another district may be initiated by any party.

~~d. When a property in the PF zone changes from one land use to another as defined in the Table of Uses for the PF zone, Lehi City will hold a public hearing and send a notice to all property owners whose holdings are located partly or entirely within 300 feet of the PF-zoned property.~~

~~e.d.~~ Uses typical to the PF District may include:

- i. public parks, playgrounds, swimming pools, trails, and similar public recreation facilities.
- ii. public schools.
- iii. public cemeteries.
- iv. public buildings such as administrative buildings, libraries, courthouses, museums, public safety buildings, and similar structures.
- v. municipal reservoirs, well sites, pump stations, maintenance shops, storage areas and similar public utility buildings and structures; and
- vi. municipal parking lots and parking areas to serve a public use.

U. The **Transit Oriented Development (TOD) District** is established ~~to provide for the implementation of the Lehi City General Plan and to reduce automobile dependence by to creating~~ self-sustaining, walkable neighborhoods, in which residents may walk to work, shopping, recreational opportunities, and mass transit. Density for individual projects shall be determined and distributed on a

project-by-project basis throughout the TODs. Residential densities are by Map 05.010. Maximum TOD and Mixed Use Density Map.

Section 05.030. Table of ~~Permitted—~~and ~~Conditional~~ Uses.

The Table of Uses identifies the uses allowed within each Zoning District of the City. The Table of Uses is divided into two separate, ~~but related~~ ~~Sections~~. These are:

- A. Table 05-030-A, Agriculture and Residential Districts; and
- B. Table 05-030-B, Non-Residential Zones.

~~The purpose of the Table of Uses is to implement the goals and policies of the Lehi City General Plan. All new uses shall comply with the Table of Uses.~~ The Table of Uses identifies uses allowed as a Permitted Use labelled as 'P' and uses allowed as a Conditional Use labelled as 'C'. Uses not identified as either Permitted or Conditional are deemed to be prohibited.

Section 05.040. Table of District Yard, Bulk and Intensity Requirements. *(Amended 3/11/08; 11/15/22)*

A. Accompanying the Table of Uses is a companion Table of Bulk and Intensity Requirements. ~~The Table of Bulk and Intensity Requirements identifies the intensity, site development standards, site coverage standards, and other requirements for the uses allowed within each Zoning District.~~

B. The following exceptions to the Bulk and Intensity Requirements listed on Tables 05.040 A and B may be allowed on a case-by-case basis at the discretion ~~of the City Council and of the applicable Land Use Authority~~ following review and recommendation from the Reviewing Departments, ~~and Planning Commission.~~ ~~The applicant shall file a Concept Plan application as part of a request for an exception.~~

1. Exceptions may be allowed to the minimum lot width or frontage for subdivisions ~~that are designed with curvilinear street layouts, or coving, or that incorporate traffic calming elements in their design.~~

Exceptions may be allowed to the minimum lot size, maximum dwelling units per acre, lot width or frontage, or other design considerations for

subdivisions located along a master planned major roadway or master planned trail or that include a planned park, historic monument, or other public facility that warrants special consideration in lieu of payment to the developer for right-of-way, property dedication, or other improvements required by the General Plan, Master Transportation Plan or Design Standards and Public Improvements Specifications Manual.

2. In order to determine the amount of any additional density allowed, the applicant shall provide two concept plan designs: one based on a standard layout that meets all of the bulk and intensity requirements and the other showing the proposed layout with the exceptions. The standard layout shall determine the base number of lots and units.

3. The City Engineer shall review all proposed exceptions to evaluate the density that could be achieved under a standard layout that meets all of the bulk and intensity requirements and any additional density that may be allowed in lieu of right-of-way, improvements, property dedication or other considerations received by the City. The Engineer shall recommend to the ~~Reviewing Departments, Planning Commission and City Council~~ applicable Land Use Authority the number of additional lots and units that may be allowed, if any.

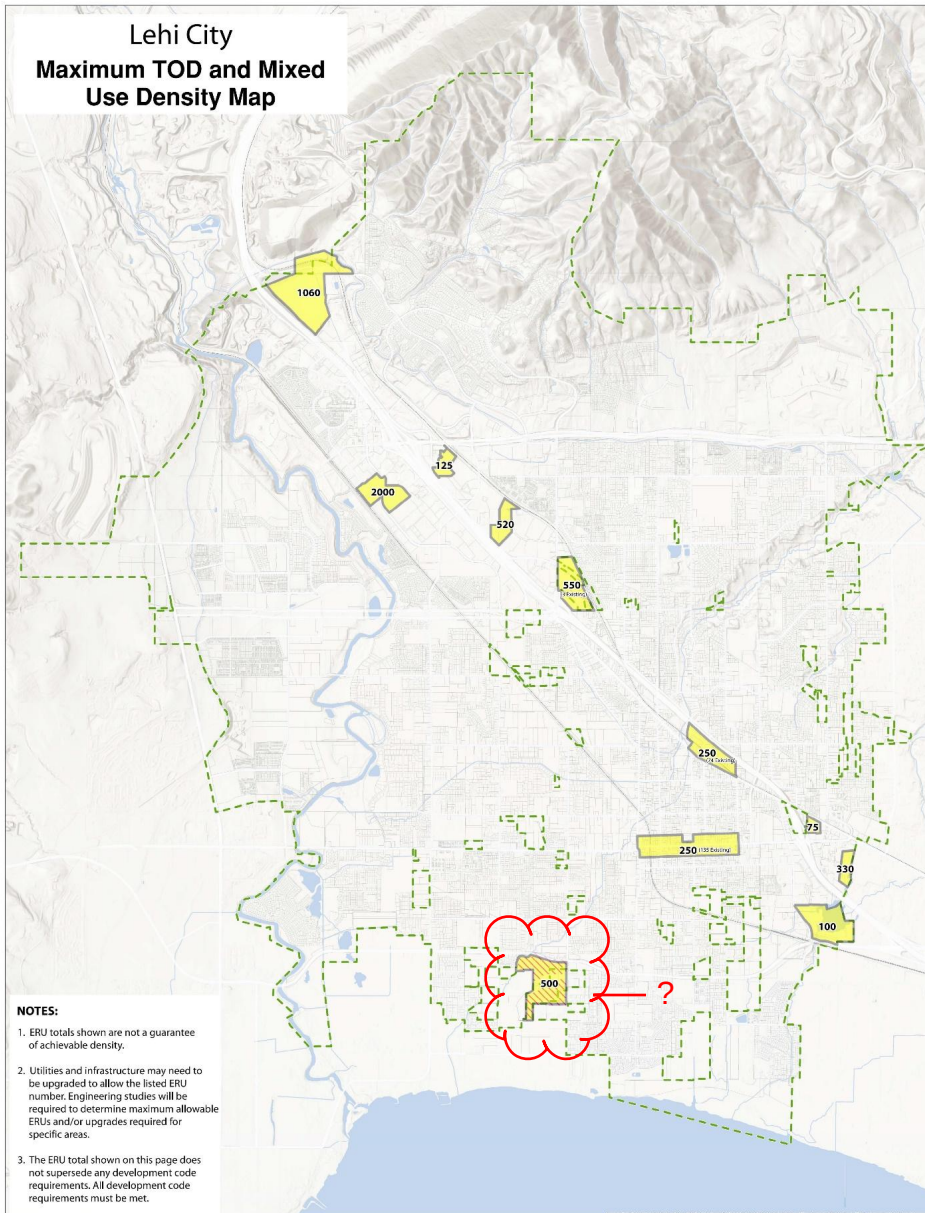


TABLE 05-040-A
TABLE OF BULK AND INTENSITY REQUIREMENTS
AGRICULTURE AND RESIDENTIAL DISTRICTS

(Am 10/10/00; 3/27/01; 01/08/02; 03/11/03; 03/22/03; 07/08/03; 02/10/04; 12/14/04; 08/09/05; 9/12/06; 09/09/08; 10/11/11; 03/11/14; 02/24/15; 02/22/22; 02/28/23; 09/19/23, 10/08/24; 11/12/24)

	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
Minimum Lot Size	5 Acres ^a	5 Acres ^a	1 Acre ^a	Single-Family Dwelling 15,000 Sq.Ft. ^a Other Allowed Uses 15,000 Sq.Ft. ^a	Single-Family Dwelling 22,000 Sq.Ft. ^a Other Allowed Uses 22,000 Sq.Ft. ^a	Single-Family Dwelling 15,000 Sq.Ft. ^a Other Allowed Uses 15,000 Sq.Ft. ^a	Single-Family Dwelling 12,000 Sq.Ft. ^a Other Allowed Uses 12,000 Sq.Ft. ^a	Single-Family Dwelling 10,000 Sq.Ft. ^a Other Allowed Uses 10,000 Sq.Ft. ^a	Single-Family Dwelling 8,000 Sq.Ft. ^a Other Allowed Uses 8,000 Sq.Ft. ^a	Single-Family Dwelling 8,000 Sq.Ft. ^a Other Allowed Uses 8,000 Sq.Ft. ^a	Detached Single-Family Dwelling or Duplex 8,000 Attached single family (townhomes or twin homes) No minimum lot size but must comply with the 6 DU/AC maximum. Sq.Ft. ^a Other Allowed Uses 8,000 Sq.Ft. ^a	As per PUD approval.	Residential minimum lot size is based on project acreage and the 12 DU/AC maximum. Other Allowed Uses 8,000 Sq.Ft. ^a
Maximum Dwelling Units Per Acre	0.2 ^a	0.2 ^a	1 ^a	2.5 ^a	1.75 ^a	2.5 ^a	3 ^a	3.5 ^a	4 ^a	3.5 ^a for projects > 10acres; 3.25 ^a for projects < 10	6 ^a	9 ^a	12 ^a
Minimum Lot Width/Frontage	Residential Uses 250 Ft. ^{a,b} Other Allowed Uses 250 Ft. ^{a,b}	Residential Uses 250 Ft. ^{a,b} Other Allowed Uses 250 Ft. ^{a,b}	Residential Uses 100 Ft. ^{a,b} Other Allowed Uses 160 Ft. ^{a,b}	Residential Uses 100 Ft. ^{a,b} Other Allowed Uses 160 Ft. ^{a,b}	Residential Uses 100 Ft. ^{a,b} Other Allowed Uses 160 Ft. ^{a,b}	Residential Uses 100 Ft. ^{a,b} Other Allowed Uses 160 Ft. ^{a,b}	Residential Uses 90 Ft. ^{a,b} Other Allowed Uses 160 Ft. ^{a,b}	Residential Uses 80 Ft. ^{a,b} Other Allowed Uses 160 Ft. ^{a,b}	Residential Uses 80 Ft. ^{a,b} Other Allowed Uses 160 Ft. ^{a,b}	Residential Uses 80 Ft. ^{a,b} Other Allowed Uses 160 Ft. ^{a,b}	Single Family 75 Ft. ^{a,b} Multi-Family As allowed by IBC Other Allowed Uses 150 Ft. ^{a,b}	As per PUD approval.	Single Family 65 Ft. ^{a,b} Multi-Family As allowed by IBC Other Allowed Uses 80 Ft. ^{a,b}
Minimum Front Yard	20 Ft to dwelling; 25 Ft to garage.	20 Ft to dwelling; 25 Ft to garage.	20 Ft to dwelling; 25 Ft to garage.	20 Ft to dwelling; 25 Ft to garage.	20 Ft to dwelling; 25 Ft to garage.	20 Ft to dwelling; 25 Ft to garage.	15 Ft to dwelling; 25 Ft to garage.	15 Ft to dwelling; 25 Ft to garage.	15 Ft to dwelling; 25 Ft to garage.	15 Ft to dwelling; 25 Ft to garage.	15 Ft to dwelling; 20 Ft to garage.	As per PUD approval.	15 Ft to dwelling; 20 Ft to garage.
Minimum Rear Yard (Interior Lots)	30 Ft.	30 Ft.	30 Ft.	30 Ft.	30 Ft.	30 Ft.	30 Ft. ^c	30 Ft. ^c	25 Ft. ^c	25 Ft. ^c	Single Family 15 Ft. Multi-Family As allowed by IBC	As per PUD approval.	Single Family 15 Ft. Multi-Family As allowed by IBC
Minimum Rear Yard (Corner Lots)	30 Ft.	30 Ft.	30 Ft.	30 Ft.	30 Ft.	30 Ft.	30 Ft. ^c	15 Ft.	15 Ft.	15 Ft.	Single Family 15 Ft. Multi-Family As allowed by IBC	As per PUD approval.	Single Family 15 Ft. Multi-Family As allowed by IBC

	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
Minimum Side Yard	Residential Uses 10 Ft. Other Allowed Uses 25 Ft. Total Side Yards Not Less Than 50 Ft.	Residential Uses 10 Ft. Other Allowed Uses 25 Ft. Total Side Yards Not Less Than 50 Ft.	Residential Uses 10 Ft. Other Allowed Uses 25 Ft. Total Side Yards Not Less Than 50 Ft.	Residential Uses 10 Ft. Other Allowed Uses 25 Ft. Total Side Yards Not Less Than 50 Ft.	Residential Uses 10 Ft. Other Allowed Uses 25 Ft. Total Side Yards Not Less Than 50 Ft.	Residential Uses 10 Ft. Other Allowed Uses 25 Ft. Total Side Yards Not Less Than 50 Ft.	Residential Uses 10 Ft. ^d Other Allowed Uses 25 Ft. Total Side Yards Not Less Than 50 Ft.	Residential Uses 8 Ft. Total Side Yards Not Less Than 20 Ft. ^d Other Allowed Uses 20 Ft. Total Side Yards Not Less Than 40 Ft.	Residential Uses 8 Ft. Total Side Yards Not Less Than 20 Ft. ^d Other Allowed Uses 20 Ft. Total Side Yards Not Less Than 40 Ft.	Residential Uses 8 Ft. and Total Side Yards Not Less Than 20 Ft. ^d Other Allowed Uses 20 Ft. and Total Side Yards Not Less Than 40 Ft.	Residential Uses 8 Ft. Total Side Yards Not Less Than 20 Ft. ^d Other Allowed Uses 20 Ft. Total Side Yards Not Less Than 40 Ft.	As per PUD approval.	Residential Uses 8 Ft. Total Side Yards Not Less Than 20 Ft. ^d Other Allowed Uses 20 Ft. Total Side Yards Not Less Than 40 Ft.
Minimum Side Yard (Corner Lot)	20 Ft.	20 Ft.	20 Ft.	20 Ft.	20 Ft.	20 Ft.	20 Ft. ^e	20 Ft. ^e	20 Ft. ^e	20 Ft. ^e	20 Ft. ^e	As per PUD approval.	20 Ft. ^e
Height	Max. 35 Ft. or 2 Stories. Min 1 Story	Max. 35 Ft. or 2 Stories. Min. 1 Story	Max. 35 Ft. or 2 Stories. Min. 1 Story	Max. 35 Ft. or 2 Stories. Min. 1 Story	Max. 35 Ft. or 2 Stories. Min. 1 Story	Max. 35 Ft. or 2 Stories. Min. 1 Story	Max. 35 Ft. or 2 Stories. Min. 1 Story	Max. 35 Ft. or 2 Stories. Min. 1 Story	Max. 35 Ft. or 2 Stories. Min. 1 Story	Max. 35 Ft. or 2 Stories. Min. 1 Story	Max. 35 Ft. or 2 Stories. Min. 1 Story	Max. 35 Ft. or 2 Stories. Min. 1 Story	Max. 45 Ft. or 3 Stories. Min. 1 Story
Minimum Ground Floor Area Per Residential Unit	1,000 Sq.Ft. ^f	1,500 Sq.Ft. ^g	1,500 Sq.Ft. ^g	1,000 Sq.Ft. ^f	1,500 Sq.Ft. ^g	1,000 Sq.Ft. ^f	1,000 Sq.Ft. ^f	1,000 Sq.Ft. ^f	1,000 Sq.Ft. ^f	1,000 Sq.Ft. ^f	900 Sq.Ft. (Ground Floor Not Less Than 600 Sq.Ft. With Total of 1,200 Sq.Ft. Min. For Stacked Attached Units) ^f	900 Sq.Ft. (Ground Floor Not Less Than 600 Sq.Ft. With Total of 1,200 Sq.Ft. Min. For Stacked Attached Units) ^f	900 Sq.Ft. (Ground Floor Not Less Than 600 Sq.Ft. With Total of 1,200 Sq.Ft. Min. For Stacked Attached Units) ^f
Minimum Driveway Length Front Load	20 Ft.	20 Ft.	20 Ft.	20 Ft.	20 Ft.	20 Ft.	20 Ft.	20 Ft.	20 Ft.	20 Ft.	20 Ft.	20 Ft.	20 Ft.
Driveway Length Alley/Rear Load	2 Ft.-4 Ft. or 20 Ft. Min.	2 Ft.-4 Ft. or 20 Ft. Min.	2 Ft.-4 Ft. or 20 Ft. Min.	2 Ft.-4 Ft. or 20 Ft. Min.	2 Ft.-4 Ft. or 20 Ft. Min.	2 Ft.-4 Ft. or 20 Ft. Min.	2 Ft.-4 Ft. or 20 Ft. Min.	2 Ft.-4 Ft. or 20 Ft. Min.	2 Ft.-4 Ft. or 20 Ft. Min.	2 Ft.-4 Ft. or 20 Ft. Min.	2 Ft.-4 Ft. or 20 Ft. Min.	2 Ft.-4 Ft. or 20 Ft. Min.	2 Ft.-4 Ft. or 20 Ft. Min.
Min. Area For PRD	N/A	10 Acre min.	10 Acre min.	10 Acre min.	10 Acre min.	10 Acre min.	10 Acre min.	10 Acre min.	10 Acre min.	10 Acre min.	10 Acre min.	10 Acre min.	10 Acre min.

Notes:

^a For subdivisions located along a master planned major roadway or master planned trail, the ~~City Council~~Applicable Land Use Authority, following review and recommendation from the DRC, ~~and Planning Commission~~, may allow higher density, reduced lot size, reduced frontage, or other design considerations in lieu of payment to the developer for right-of-way and/or other improvements required by the Lehi City General Plan, Master Transportation Plan and/or Lehi City Design Standards and Public Improvements Specifications Manual (concept plan required).

^b For subdivisions that are designed ~~with curvilinear street layouts, or coving, or that to~~ incorporate traffic calming elements in their design, the ~~City Council~~Applicable Land Use Authority, following review and recommendation from the DRC, ~~and Planning Commission~~, may allow reduced frontage. ~~(concept plan required)~~.

^c 15 ft. for remodeling projects on single family dwellings not less than 2 years old.

^d 6 ft. minimum with total side yards not less than 18 ft. for remodeling projects on single family dwellings not less than 2 years old.

^e 15 ft. for remodeling projects on single family dwellings not less than 2 years old.

^f 850 Sq. Ft. on two story single family detached unit with attached 2 car garage (garage not included in calculation of 850 Sq. Ft.) Must have a minimum of 1450 Sq. Ft. total finished floor area.

^g 1,250 Sq. Ft. on two story single family detached unit with attached 2 car garage (garage not included in calculation of 1,250 Sq. Ft.) Must have a minimum of 1,750 Sq. Ft. total finished floor area. Dwellings existing prior to December 12, 2004 are considered a conforming use.

City Council Agenda Item Report

Meeting Date: June 10, 2025

Submitted By: Jacob Curtis

Submitting Department: Planning Division

Item Type: Ordinance

Agenda Section: Regular Agenda

Subject:

Consideration of Ordinance #33-2025 approving a Development Code amendment to Chapter 11, Concept Plans, clarifying the purpose of concept plans and when a public hearing is required.

Suggested Action:

Attachments:

[Chapter 11 Development Code Amendment DRC 04.09.25.docx](#)

[CC Staff Report Chapter 11 Development Code Amendment Concept Plans 06.10.25.docx](#)

[Ord 33-2025.docx](#)

[Ch11ApplicationRequirements -Redlines](#)

**Chapter 11 Development Code Amendment
DRC Redline Comments**

Lehi City – Requests review of a Development Code amendment to Chapter 11, Concept Plans, clarifying the purpose of concept plans and when a public hearing is required.

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

Assigned Planner: Kim Struthers

Representatives of the Applicant Present: None

Date of Plans Reviewed: 03/26/25

Time Start: 1:23 pm

Time End: 1:24 pm

DRC REDLINE COMMENTS:

Glade – Power: No comments

Brad – Fiber: No comments

Garion – Fire: No comments

Ryan – Water/Sewer: No comments

James – Parks: No comments

Gary S. – Building/Inspections: No comments

Shelbey – Public Works: No comments

Gary E. – Engineering: No comments

Luke – Traffic: No comments

Kim – Planning: No comments

THIS ITEM WILL BE SCHEDULED FOR PLANNING COMMISSION ON APRIL 24, 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.

CHAPTER 11 DEVELOPMENT CODE AMENDMENT

CITY COUNCIL REPORT

Applicant	Lehi City
Meeting Date	June 10, 2025
Requested Action/Purpose	Approval of a proposed amendment to the Lehi City Development Code
Date of DRC Review	April 9, 2025
Date of Planning Commission Review	May 8, 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

The applicant is requesting approval of an amendment to Chapter 11 of the Development Code. The update is primarily to clarify the purpose of concept plans and when public hearings are required for concept plans.

The Code amendment proposes to make it so public hearings are only required for concept PRDs, PUDs, Planned Communities, TODs, and concepts that include any exceptions, or when a public hearing is part of the process for subsequent project approvals.

The DRC had no comments on the proposed Development Code amendment.

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 May 8, 2025. The minutes and motion from this meeting are as follows:

2.6) Public hearing and recommendation of Lehi City’s request for a review of a Development Code amendment to Chapter 11, Concept Plans, clarifying the purpose of concept plans and when a public hearing is required.

Brittney Harris presented the item. This is a part of the code that the Planning Division would like to clean up and make more consistent across concept plans and site plans that need exceptions. Previously, site plans with exceptions didn’t require a public hearing.

Commissioner Everett suggested replacing the word ‘forum’ with different wording to clarify that it is a process and not a single meeting.

Commissioner Eyre asked if concept plans were there to help the city comply with State code. Harris clarified that the state does not require concept plans, and that the city holds more public hearings than are required by State code.

Commissioner Everett asked if it would be beneficial to replace “exception” with the phrase “code exception.” Harris said that she thinks it’s implied, but that the planners will discuss it.

Motion: Commissioner Everett moved to give a positive recommendation to the Lehi City Council, and encouraged them to include proposed changes to the verbiage that the Commission members made, with the findings that the proposed changes will hopefully bring clarity to the code. Commissioner Eyre seconded.

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

Motion passed unanimously.



ORDINANCE NO: 33-2025

**AN ORDINANCE AMENDING THE LEHI CITY DEVELOPMENT CODE
CHAPTER 11**

WHEREAS, it has become necessary to amend Chapter 11 of the Lehi City Development Code; and

WHEREAS, this amendment seeks to clarify the purpose of concept plans and when public hearings are required for them; and

WHEREAS, following a public hearing on May 8, 2025, the Lehi City Planning Commission reviewed the proposed revisions and forwarded a positive recommendation to the City Council; and

WHEREAS, on June 10, 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 May 8, 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: Chapter 11 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:

Chapter 11 of the Lehi City Development Code is hereby amended.

PART II:

A. If a provision of this Ordinance 33 -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 10th day of June 2025.

ATTEST

Mark Johnson, Mayor

Teisha Wilson, City Recorder

CHAPTER 11*(Amended 10/09/18)***DEVELOPMENT APPLICATION REQUIREMENTS**

- Section 11.010. Concept Plan – Applicability.
- Section 11.020. Concept Plan Approval Process
- Section 11.030. Consideration and Effect of Concept Plan.
- Section 11.040. Concept Plan Requirements.
- Section 11.050. Single Lot Building Permits Outside a Recorded Subdivision.
- Section 11.060. Two-Lot Subdivision with an Existing Home.
- Section 11.070. Application Requirements for Preliminary Subdivision Plats.
- Section 11.080. Preliminary Plat Approval Process
- Section 11.090. Lack of Preliminary Subdivision Application Information.
- Section 11.100. Effect of Preliminary Subdivision Plat Approval.
- Section 11.110. Effective Period of Preliminary Plat Approval.
- Section 11.120. Application Requirements for Final Subdivision Plat.
- Section 11.130. Lack of Final Subdivision Application Information.
- Section 11.140. Application Requirements for Final Subdivision Plat with No Improvements
- Section 11.150. Revisions.
- Section 11.160. Final Plat Approval Process.
- Section 11.170. Plat Materials; Size and Copies.
- Section 11.180. Multiple Sheets and Plat Accuracy.
- Section 11.190. Nature and Effect of Final Subdivision Plat.
- Section 11.200. Effective Period of Final Subdivision Plat Approval.
- Section 11.210. Recording the Approved Final Subdivision Plat.
- Section 11.220. Proceeding with Subdivision Construction.
- Section 11.230. Completion Assurance and Improvement Warranty.
- Section 11.240. Site Plan Approval Required.
- Section 11.250. Application Requirements for Site Plans.
- Section 11.260. Site Plan Approval Process.
- Section 11.270. Lack of Site Plan Information.
- Section 11.280. Multiple Sheets and Plat Accuracy.
- Section 11.290. Nature and Effect of Site Plan Approval.
- Section 11.300. Effective Period of Site Plan approval.
- Section 11.310. Proceeding with Construction.

- Section 11.320. Guarantees and Bonds.
- Section 11.330. Condominium Plats.
- Section 11.340. Vacating, Altering, or Amending a Recorded Subdivision Plat.
- Section 11.350. Lot Line Adjustments.
- Section 11.360. Vacation of a Public Street.

Section 11.010. Concept Plan - ~~Applicability~~ Purpose.*(Amended 08/13/02)*

A. ~~To promote efficiency in the approval process, to create an opportunity for an understanding of the applicable public policies, to promote an understanding of the development issues and development approval process, and to allow applicants to present their initial development proposals, the applicant may present, and the City may require the applicant to provide a concept plan. The purpose of a concept plan is to promote an efficient and transparent development approval process by providing applicants and City officials with an early opportunity to discuss potential projects. A concept plan helps applicants understand applicable public policies, identify key development issues, and receive initial feedback on their proposals. The City may require a concept plan under certain conditions specified in Section 11.020.~~

B. ~~The concept plan gives the applicant, staff, Planning Commission and City Council an opportunity to discuss the project in the conceptual stage. The applicant can use the concept plan meetings to receive direction on project layout as well as discuss the procedure for approval, the specifications and requirements that may be required for the layout of streets, drainage, water, sewerage, fire protection, and similar matters prior to the preparation of a more detailed preliminary subdivision plat. The concept plan serves as a forum for the applicant, city staff, Planning Commission, and City Council to review and discuss a project in its early, conceptual stage. During these discussions, applicants can seek guidance on site layout, infrastructure requirements, and approval procedures. Topics such as street configuration, drainage, water and sewer systems, fire protection, and other relevant considerations can be addressed prior to the preparation of a more detailed preliminary subdivision plat or site plan.~~

Section 11.020. Concept Plan Approval Process. *(New 08/13/02; Amended 02/10/15; 01/23/24)*

The approval process for a concept plan varies depending upon the type of project, as ~~per the following~~ outlined below:

A. PRDs, PUDs, Planned Communities, TODs, and other processes requiring a Concept Plan. Following review of a concept plan by the Reviewing Departments, the Planning Commission may recommend approval, approval with conditions, or denial of the concept plan. The City Council, following review of the concept plan and the Planning Commission's recommendations may approve, amend and approve, approve with conditions, remand the application back to the Planning Commission for further discussion, or deny approval of the concept plan. A public hearing at the Planning Commission meeting is required for all concepts in this Section.

B. Site Plans, Subdivisions without PRD or PUD overlay, and other processes that do not require a Concept Plan. ~~Although these processes do not require a concept plan,~~ The approval process for this type of concept plan follows the same approval process ~~that is required by~~ outlined for subsequent project approvals. The Reviewing Departments, ~~and~~ Planning Commission or City Council may advise the applicant of specific changes or additions, if any, they will require as a prerequisite to subsequent project approvals. A public hearing at the Planning Commission meeting is required for concepts that include any exceptions, or when a public hearing is part of the process for subsequent project approvals.

Section 11.030. Consideration and Effect of Concept Plan. (Amended 08/13/02; 02/10/15)

A. Approval of a concept plan indicates the general trend of a development and may be used as a guide for preparing the preliminary plat or site plan. The subsequent submittals may refine and/or alter the concept plan based on changed circumstances, hearing input, compliance with City, State, or other codes, infrastructure requirements, technical data, and interactions with adjacent properties and roads. Substantial deviations from the approved concept plan may require a new concept review by the Reviewing Departments, Planning Commission and/or City Council.

B. The concept plan is an informal discussion document designed to allow the identification of City policies, development issues, application procedures, development standards, requirements of this Code, and other items that may be considered in the review and approval processes of the City once a formal development application is received. The concept plan shall not constitute a development permit.

Section 11.040. Concept Plan Requirements. (Amended 08/13/02)

To promote the identification of all items necessary for consideration by the applicant, the following submission requirements are identified:

- A. overall layout and locations of uses including potential civic and religious uses;
- B. proposed density and intensity of uses and a description of amenities if a density bonus is proposed;
- C. proposed site-planning standards including architecture and materials of buildings;
- D. park areas, open space areas, trails, and other community amenities;
- E. proposed landscaping, buffering, and transitioning treatments;
- F. location of critical lands;
- G. any other item deemed necessary to evaluate the merits of the proposed development by the Planning Division, Planning Commission, and City Council.

Section 11.050. Single Lot Building Permits Outside a Recorded Subdivision.

(Amended 02/13/01)

A. An application for a single lot development outside a recorded subdivision is exempt from the regular subdivision review and approval process but must, as a minimum, meet the requirements of Table 12.230 and the following requirements prior to the issuance of a building permit:

1. The development shall comply with the development requirements of the zoning district in which the property is located.
2. The developer shall provide to the City a copy of the deed conveying the property to the current owner.
3. The developer shall post a 110% cash bond for the estimated cost, as determined by the City Engineer, of all public and private improvements as required herein. Interim draws for payment of improvements may be arranged.

B. The City's Chief Building Official shall be the designated review and approval authority for all matters concerning single lot development. Upon request of the owner, the City Council may modify the public

- (g) two eight-inch utility casings where required at intersections and utility crossings;
- (h) a note stating that three sets of as-built drawings shall be submitted to the City upon completion of the public improvements;
- (i) all other specifications, details, and references required by the Design Standards and Public Improvements Specifications and Standard Drawings.

C. **Additional Information Required.** In addition to the site plan, the applicant shall provide:

1. proposed building elevations including dimensions, colors, and proposed building materials with a breakdown showing percentages of each material;
2. a development phasing schedule if applicable, including the sequence for each phase, approximate size in area of each phase, and proposed phasing of construction of public improvements, recreation, and common open space areas;
3. drainage system calculations and an explanatory narrative sealed by a licensed engineer, and for detention and retention basins, calculations to justify sizing based on 100-year design storm;
4. a statement from the appropriate agency accepting responsibility for all surface and subsurface drainage that is directed into channels owned by the agency;
5. a written statement from the appropriate agency such as irrigation companies and private land owners, regarding the effect of the proposed subdivision on any irrigation channels or ditches, and any piping or other mitigation required;
6. a letter from the Army Corp of Engineers regarding any wetland areas within the boundaries of the proposed plat;
7. if the site plan is proposed as a PUD, an application for a PUD providing detailed information regarding proposed features including building elevations, materials, and amenities;
8. where required, three copies of the California bearing ratio test results;
9. prepared easements for any necessary offsite water, sewer, or drainage easements across privately owned land, and for temporary turnarounds;

10. any deeds or boundary line agreements necessary for approval of the site plan;
11. any required UDOT approvals for access;
12. an engineer's estimate of costs for construction of all required public improvements;
13. a preliminary title report covering all the property located within the site plan, prepared or updated within 30 days of the date of the site plan approval;
14. a final copy of any restrictive covenants, reservations, or private easements;
15. a letter from the Utah County Health Department regarding any proposed septic tanks or leach fields;
16. prior to issuance of a building permit, staking of the new property line adjacent to existing roads; and
17. other information required by the Reviewing Departments, Commission, or City Council necessary to evaluate the merits of the proposed site plan.

Section 11.260. Site Plan Approval Process.

(Amended 5/22/01; 08/13/02; 11/09/04; 10/11/22; 08/22/23)

The review and approval process for a site plan shall be as follows:

A. Permitted Uses.

1. Site plans associated with a permitted use require review and approval by the Reviewing Departments. Site Plans requesting exceptions to Code requirements require approval by the Planning Commission for the requested exceptions. The Reviewing Departments may require that the approval of a site plan be forwarded to the Planning Commission if they determine the standards in the Development Code are unclear, ~~or that the project is likely to have extenuating or unforeseen impacts beyond what would normally be expected on issues such as traffic, lighting, or compatibility of uses.~~ If an exception is requested, a public hearing is required by the Planning Commission, unless the public hearing was already held for the exception as part of the concept plan approval.

B. Conditional Uses. The approval process for

City Council Agenda Item Report

Meeting Date: June 10, 2025

Submitted By: Brittney Harris

Submitting Department: Planning Division

Item Type: Ordinance

Agenda Section: Regular Agenda

Subject:

Consideration of Ordinance #40-2025 approval of a Development Code amendment to Chapter 39, Definitions, clarifying a few definitions.

Suggested Action:

Attachments:

[CC Staff Report Definitons Dev Code Amendment 06.10.25.docx](#)

[Development Code Amendment Chapter 39 Definitions DRC 04.09.25.docx](#)

[Ord 40-2025.docx](#)

[Development Code Amendment Chapter 39 Definitions Redlines.pdf](#)

CHAPTER 39 DEFINITIONS DEVELOPMENT CODE AMENDMENT CITY COUNCIL REPORT

Applicant	Lehi City
Meeting Date	June 10, 2025
Requested Action/Purpose	Approval of proposed amendments to the Lehi City Development Code
Decision Type	Legislative
Date of DRC Review	April 9, 2025
Date of Planning Commission Review	May 8, 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

The applicant requests approval of proposed amendments to Chapter 39 of the Development Code Definitions. These include a few changes to provide added clarity.

This amendment started when a resident called about wanting to add an Accessory Dwelling Unit (ADU) at their house, and staff recognized that the definition for Dwelling, Two Family (Duplex) could include ADUs. Language was added to clarify that Duplexes do not include home's with ADUs.

Other changes include removing examples of equipment sales and rentals because they were limiting compared to the definition. It also includes removing a definition of Public/ Civic Use that was a duplicate and in the wrong location alphabetically. The other definition of Public/ Civic Use was changed to Public Building with some other minor changes to the definition.

The proposal includes adding a line that helipads are allowed for healthcare facilities.

General retail sales was updated to include copy centers and mail services because these uses were not included anywhere else and seemed to fit most closely with general retail.

The DRC reviewed the proposed changes and had no redline comments.

POSSIBLE MOTIONS AND FINDINGS

The City Council may approve or deny the proposed amendments to the Lehi City Development Code. Any motion should include findings. Possible findings include:

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

PLANNING COMMISSION RECOMMENDATION

The Planning Commission reviewed the proposed Development Code Amendment on May 8, 2025. The minutes and motion from that meeting follow.

2.8) Public hearing and recommendation of Lehi City's request for review of a Development Code Amendment to Chapter 39, Definitions, clarifying a few definitions.

Brittney Harris presented the item. Very few changes were made. The definition of duplex was changed to exclude homes with ADUs. Duplicate definitions have been deleted. The code also now clarifies that hospitals may have heliports as they are being removed from the conditional use tables.

Commissioner Everett asked if typical uses were being deleted from public building definitions, as they were removed from other categories. Harris explained that the code likely used to have a lot more typical uses that were deleted over time. Commissioner Everett said that he would like to see more conformity from the code.

Commissioner Jackson opened and closed public comment for items 2.6, 2.7, and 2.8.

Motion: Commissioner Everett moved to give a positive recommendation to the Lehi City Council with the findings that clarification to code for everyone's benefit is always a positive thing that makes it more user friendly. Commissioner Eyre seconded.

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

Motion passed unanimously.

**Development Code Amendment Chapter 39 Definitions
DRC Redline Comments**

Lehi City- requests review of a Development Code Amendment to Chapter 39 Definitions, clarifying a few definitions.

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

Assigned Planner: Brittney Harris

Representatives of the Applicant Present: None

Date of Plans Reviewed: 03/27/25

Time Start: 1:33 pm

Time End: 1:34 pm

DRC REDLINE COMMENTS:

Glade – Power: No comments

Brad – Fiber: No comments

Garion – Fire: No comments

Ryan – Water/Sewer: No comments

James – Parks: No comments

Gary S. – Building/Inspections: No comments

Shelby – Public Works: No comments

Gary E. – Engineering: No comments

Luke – Traffic: No comments

Kim – Planning: No comments, but discuss Group Home related definitions.

THIS ITEM WILL BE SCHEDULED FOR PLANNING COMMISSION ON APRIL 24, 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: 40-2025

**AN ORDINANCE AMENDING THE LEHI CITY DEVELOPMENT CODE
CHAPTER 39, DEFINITONS DWELLING, TWO-FAMILY, EQUIPMENT
SALES AND RENTAL, PUBLIC/CIVIC USE, HEALTH CARE
FACILITIES, AND RETAIL SALES, GENERAL**

WHEREAS, it has become necessary to amend Chapter 39 of the Lehi City Development Code; and

WHEREAS, this amendment seeks to clarify that an ADU is not a duplex; and

WHEREAS, this amendment seeks to eliminate unnecessary descriptions of equipment sales and rental; and

WHEREAS, this amendment seeks to clean up public and civic use; and

WHEREAS, this amendment seeks to clarify that Health Care Facilities can have a helipad; and

WHEREAS, this amendment seeks to add mail services and copy centers to Retail Sales, General; and

WHEREAS, following a public hearing on May 8, 2025, the Lehi City Planning Commission reviewed the proposed revisions and forwarded a positive recommendation to the City Council; and

WHEREAS, on June 10, 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 May 8, 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: Chapter 39 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:

Chapter 39 of the Lehi City Development Code is hereby amended.

PART II:

Lehi City

A. If a provision of this Ordinance 40 -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 10th day of June 2025.

ATTEST

Mark Johnson, Mayor

Teisha Wilson, City Recorder

CHAPTER 39**DEFINITIONS**

(Amended 5/27/97; 5/25/99; 3/26/02; 7/09/02; 2/14/06; 3/11/08; 3/25/08; 4/22/08; 7/08/08; 7/29/09; 12/08/09; 4/27/10; 7/27/10; 11/15/11; 4/24/12; 5/22/12; 09/11/12; 01/08/13; 11/12/13; 3/11/14; 05/13/14; 07/08/14; 08/26/14; 01/13/15; 01/12/16; 01/26/16; 09/13/16; 1/16/18; 4/10/18; 05/22/18; 08/28/18; 01/08/19; 01/22/19; 3/12/19; 8/27/19; 03/31/20; 08/11/20; 11/10/20; 02/09/21; 05/23/23; 08/22/23; 10/24/23; 01/23/24; 02/15/24; 03/26/24; 05/14/24)

Abandon or Abandonment - To leave, desert, or discontinue a use for a period of at least 12 months.

Accessory - Refers to a minor use or structure that is clearly secondary to a principal use or structure that has been issued a permit under this Code; includes signs.

Accessory Building - A structure detached from a principal or primary building located on the same lot and incidental and secondary to the principal building or use.

Accessory Dwelling Unit, Internal - A completely independent dwelling, occupied by a separate family/housekeeping unit, that is located within or added to an existing dwelling, and that contains all of the following features:

1. separate entrance.
2. physical separation from the primary dwelling that does not allow passage between the units such as a wall, a locking door or other means of separation.
3. separate cooking, eating, sanitation and sleeping facilities.

Accessory Dwelling Unit, Detached - An independent dwelling not attached to the primary dwelling, occupied by a separate family/housekeeping unit, that is located on the same parcel as the primary existing dwelling, and that contains separate cooking, eating, sanitation and sleeping facilities.

Accessory Use - A use of a portion of land or structure related to the principal use but incidental and secondary to the principal use of the land or structure and located on the same parcel.

Addition - Any walled or roofed expansion of a building connected to an existing building by a common wall.

Adjacent - All properties immediately contiguous to a subject property.

Adult Day Care - A non-medical facility for the day-time care of adult persons, and not exceeding 12 hours, who due to age or disability require assistance, companionship, association and or supervision during the day by staff members.

Agriculture (Horticultural) - An operation devoted to the tilling of the soil, the raising of crops, horticulture, orchards and gardens, but not including any agricultural industry or business such as fruit packing plants, canneries or agricultural processing facilities.

Agriculture (Livestock) - An operation devoted to livestock, but not including any agricultural industry or business such as fur farms, animal hospitals, feed lots or similar uses. Includes such uses as dairy farms, livestock farms, poultry farms, general farms, horse farms, and similar uses. Agriculture (livestock production) includes agricultural support housing, including the occupancy of any dwelling unit by the owner or agricultural employees and their families, without regard to duration, which occurs exclusively in association with the performance of agricultural labor.

Alter or Alteration - To change, rearrange, enlarge, extend, or reduce any structure or part thereof on the same site.

Animal Rights - The right to keep animals on a property, including the number and type of animals allowed.

Applicant - The property owner, or authorized agent of the property owner who files an application for development approval pursuant to this Code.

Application for Development Approval or Application - Any written request for approval or issuance of a development order, permit, or license including but not limited to General Plan or Development Code amendments, subdivision plats, site plans, building and development permits, variances, area plans and conditional use permits.

Apartment - Any room or suite of rooms in a multiple-family structure which is arranged, designed or used as a single housekeeping unit and has bathroom and kitchen facilities permanently installed.

Artisan Shop - A small shop, no larger than 5,000 square feet, involving the limited on-site production of

custom prepared goods and the incidental direct sale to customers. Typical production includes, but is not limited to: custom furniture, ceramic studios, glass blowing, candle making, custom jewelry, stained and leaded glass, woodworking, shoe repair, arts studio, photography studio, custom textile manufacturing, and crafts production.

Assisted Living Facility – A residential facility with a home-like setting that provides an array of coordinated supportive personal and healthcare services, available 24 hours per day, to residents who have been assessed under Utah State Department of Health rules to need any of these services. Each resident shall have a service plan based on the assessment which may include:

1. specified services of intermittent nursing care;
2. administration of medication; and
3. support services promoting residents' independence and self-sufficiency.

For the purpose of defining assisted living facilities and associated words and terms, the following words shall have the following meanings:

1. **Assisted Living Facility, Large Capacity** – An assisted living facility accommodating more than eight residents, excluding staff. A large capacity assisted living facility is regulated under the assisted living facility use.
2. **Assisted Living Facility, Limited Capacity** – An assisted living facility accommodating not more than eight residents, excluding staff. All residents must be ambulatory which means a person who is capable of achieving mobility sufficient to exit a structure without the assistance of another person. If such a facility is located in an existing home and/or in a residential zone, this use is regulated as a Group Home as per Section 12.150. A limited capacity assisted living facility that does not meet the requirements of a Group Home use must be regulated under the assisted living facility use.

Athletic Instruction - The instruction of one or more types of athletic activities including dance, gymnastics, martial arts, sports, and other related activities.

Authorized Agent - Any person with valid authority provided by the Owner, as evidenced by a document, filed with the City, authorizing the Agent to represent the Owner, and acting on behalf of the Owner of land seeking a development order or development permit approval.

Automobile Rental - The business of renting or leasing vehicles for a term not exceeding four months and for a fixed rate or price.

Automobile Service and Repair - An establishment primarily engaged in the repair of automobiles, trucks less than 10,000 pounds of gross vehicle weight, motorcycles, motor homes, recreational vehicles, or boats, including the sale, installation, and servicing of equipment and parts. Typical uses include muffler shops, auto repair garages, tire sales and installation, wheel and brake shops, body and fender shops, and similar repair and service activities, but excluding dismantling or salvage.

Automobile Service and Repair, Large - An establishment primarily engaged in the repair of large vehicles greater than 10,000 pounds of gross vehicle weight, including the sale, installation, and servicing of equipment and parts. Typical uses include large equipment repair, semi-truck repair, and similar repair and service activities, but excluding dismantling or salvage.

Automobile Sales - An establishment primarily engaged in the sale or rental of automobiles, noncommercial trucks, motorcycles, motor homes, recreational vehicles, or boats, including incidental storage, maintenance, and servicing. Typical uses include new and used car dealerships, motorcycle dealerships, and boat, trailer, or recreational vehicle dealerships.

Auxiliary - Functioning in a subsidiary capacity.

Bakery, Retail – An establishment that produces and sells flour-based foods baked for consumption including bread, cookies, cakes, pastries, and pies.

Bar - An establishment that primarily serves alcoholic beverages for consumption on the premises and revenue from alcohol sales exceeds 50 percent of the total business revenue.

Basement - That portion of a building elevation in which 50 percent or more of the height (as measured from top of finished floor to top of foundation) is below finished grade.

Bed and Breakfast Inn - An owner-occupied detached single-family residence in which rooms are rented out separately for overnight lodging, and where at least a breakfast meal is served to the guests at no extra cost and where an innkeeper or employee is present at all times. Length of stay cannot exceed

30 consecutive days.

Bee Colony – An aggregation of bees in any type of hive that includes queens, workers, drones, or brood.

Bee Hive – A frame hive, box hive, box, barrel, log, gum skep, or other artificial or natural receptacle that may be used to house bees.

Berm - A man-made mound of earth contoured so as to form a mound above the general elevation of the adjacent ground or surface and used to shield and buffer various land uses or other activity.

Billboard – See Section 23.030 of the Lehi City Development Code.

Body Art - The practice of physical body adornment by permitted establishments, operators, and registered body art technicians utilizing, but not limited to the following techniques: tattooing, branding, and scarification. This definition does not include microblading, fine-line tattoos, permanent cosmetics or body piercing, nor shall it include practices that are considered medical procedures by the state medical board, such as implants under the skin, which shall not be performed by a body art facility. Also excluded from this definition are semi-permanent tattoos such as henna.

Brewpub – A restaurant-type establishment that also has a beer brewery, producing beer in batch sizes not less than seven U.S. barrels (31 gallons) on the same property which produces only enough beer for sale and consumption on-site or for retail carryout sale in containers holding less than two liters. Automated bottle or canning production is prohibited. Revenue from food sales shall constitute at least 50 percent of the total business revenues, including retail carryout sales of beer.

Buffer - A vegetated area along the exterior boundaries of a development which is maintained as open space in order to eliminate or minimize conflicts between such development and adjacent land uses.

Building - Any walled structure used or intended for supporting or sheltering any use or occupancy.

Building, Accessory - A building or walled structure which is secondary to, and the use of which is incidental to, that of the principal building, structure or use on the same lot.

Building Area - The portion of a lot which is within the envelope formed by the required yards or setbacks and non-critical areas.

Building Frontage - That side of a building which faces and is parallel to or most nearly parallel to a public or private road.

Building Height - A vertical distance from the average finished grade to the highest point of the building.

Building and Property Maintenance Services - An establishment primarily engaged in the provision of maintenance and custodial services to firms or dwelling units. Typical uses include exterminating services, disinfecting services, janitorial services, landscape maintenance, or window cleaning services.

Building Material Supply Store - An establishment primarily engaged in retail or wholesale sale of materials used in the construction of buildings; lumber, paint, fixtures, and hardware; but excludes those classified as one of the Automotive and Equipment Services use types. Typical uses include building material stores, tool and equipment rental or sales, and incidental storage.

Building Official - An employee of the City authorized to issue Building Permits and Certificates of Occupancy.

Building, Principal - A building in which is conducted the principal use of the lot on which it is situated. In a residential zoning district, any dwelling is deemed to be the principal building on the lot on which it is situated.

Building Site - That part of a parcel of land designed to be occupied by the principal building and any accessory buildings.

Bulk - The size and shape of buildings, structures, and non-building uses; and the relationship of their exterior walls or their location to lot lines and other buildings or structures; and all open spaces required in connection with a building or structure. Bulk regulations include regulations dealing with lot area, dwelling units per acre, lot frontage, lot width, building height, required yards, usable open space, the ratio of aggregate gross floor area to the area of the lot, spacing between buildings on a single lot, and the length of buildings in a row.

Cabinet and Woodworking Shop - a large-scale

commercial (over 5,000 square feet) establishment for the purpose of manufacturing, sales, refinishing, or repair of cabinets, furniture, or other wood products.

Cannabis Cultivation - See Section 12.130 of the Lehi City Development Code

Cannabis Production - See Section 12.130 of the Lehi City Development Code

Capital Improvement - An existing public facility or improvement with a life expectancy of six or more years, owned and/or operated by or on behalf of the City, a public entity or a private service provider.

Carport - A roofed automobile structure open and unobstructed on two or more sides.

Car Wash - An establishment primarily engaged in the washing and cleaning of passenger or recreational vehicles using automated equipment operated by one or more attendants or self-service facilities using customer operated equipment activated by a coin, token, card, or other similar means.

Cemetery - The use or intended use of land for the burial of the dead and dedicated for cemetery purposes, including columbaria, crematoriums, mausoleums, and mortuaries when operated in conjunction with and within the boundaries of such cemetery.

Change of Use - Any use which substantially differs from the previous use of a building or land or is classified as a different use on the Table of Uses.

Check cashing, Title Loans & Other Credit Services - An establishment engaging in the business of a check casher as defined in the Utah Check Cashing Registration Act, Utah Code Section 7-23-101 et.seq. (as amended). Check cashing is also defined as providing loans, cash advances, or other forms of credit upon presentation of a personal check or title to a vehicle to be held by the person or entity making the loan, cash advance, or providing the credit. Check cashing includes uses commonly known as payday advances/loans, deferred deposit loans, title loans, and other businesses of a similar nature. However, the definition of check cashing does not include the providing of credit to finance the initial purchase of personal property or the sale of such debt obligations to a factor or financial institution that purchases debt instruments connected with such transactions in the normal course of its business. Banks, credit unions, and pawnshops are not included in the definition of

check cashing.

Child Day Care Home Occupation - Is any activity that meets the requirements of Utah Admin. Code § R430-50-3, including the number of children allowed. The facility must also comply with any applicable IFC and IBC Codes.

Child Day Care, Commercial - Is the care of children within a residential or nonresidential structure providing for the care, supervision and protection for 13 or more children and complying with all the requirements as licensed and monitored by the State of Utah Department of Human Services. For the purposes of this Code Child Day Care (Commercial) includes preschools offering educational programs to 13 or more children at any one time. The facility must also comply with any applicable IFC and IBC Codes.

Child In-Home Instruction - Is the care and education of no more than 12 children within a residential structure for less than three hours at one time.

Church - An institution that persons regularly attend to participate in religious services, meetings, and other related activities.

Club - An association of persons for the promotion of some common object, members of which are admitted only upon invitation, and the chief activity of which is not conducted for profit.

Cluster - A development design technique that concentrates buildings in specific areas on a site to allow the remaining land to be used for recreation, common open space, other open space and for preservation of environmentally-sensitive and critical areas.

Commercial Campgrounds - Any plot of ground upon which two or more campsites are located, established, or maintained for occupancy by camping units as temporary living quarters for recreation, education, or vacation purposes.

Commercial Entertainment Facility - A recreation facility operated as a business on private or public property and open to the public for a fee, such as an amusement park, laser tag facility, indoor go-cart race track, water park, paintball facility, or substantially similar uses, and support facilities customarily associated with the development.

Commercial Laundries, Linen Service - An industrial scale establishment where clothing, linens, rags, rugs, or other articles are washed.

Commercial Recreational Facility - A recreation facility operated as a business on private or public property and open to the public for a fee, such as a golf course, driving range, tennis court, skating rink, equestrian center, or substantially similar uses, and support facilities customarily associated with the development.

Commercial Uses - Retail business and service establishment, professional and governmental offices, and developed recreational uses.

Communications Tower - A structure intended for transmitting or receiving television, radio, or telephone communications.

Common Open Space - Facilities, land and yard areas identified within projects for the use and enjoyment of residents and maintained and operated by the City or an organization accepted by the City.

Commission - The planning commission of the City of Lehi, Utah.

Communications Facilities and Towers – See Section 12.140 of the Lehi City Development Code.

Concept Plan - A sketch preparatory to the preparation of the preliminary plat or preliminary site plan to enable a property owner/developer to gain an understanding of City policies and development requirements that may be considered by the City in reviewing a development application.

Concrete Manufacture - an operation that produces concrete products used in construction including the stockpiling of bulk materials used in the production process or a finished product manufactured on the premise.

Conditional Use - A use requiring special consideration and review in the manner identified in Chapter 9 of this Code.

Condominium - Any structure or group of structures, in which units are owned individually, and the structure(s), common areas and facilities are owned by all the owners on a proportional, undivided basis and which has been submitted to condominium ownership under the provisions of the Utah Condominium Ownership Act.

Conference Center, Convention Center, Reception Center – Facilities designed to host conferences, exhibitions, trade shows, receptions, and other similar

large group events. This use may also provide office facilities and a range of leisure activities but does not include any residential, housing, or lodging uses, even on a temporary basis.

Construction Service - An establishment providing services relating to the construction, maintenance or repair of dwellings and buildings, including plumbing, heating, air conditioning, painting, electrical services, masonry, carpentry and roofing. Typical uses include building contractors, sub-contractors, and handyman services.

Construction Service Yard – An establishment providing storage of large equipment, vehicles, or other materials commonly used for construction.

Convenience Store - A retail establishment smaller than 5,000 square feet offering for sale a limited range of prepackaged food products, snacks, beverages, and household items.

Corral, Pen - A fenced, unroofed enclosure used to contain livestock or animals. The enclosure may be permanent or temporary and may consist of dirt or vegetation. Although similar to a corral, a pen is usually smaller in size and used to keep an animal(s) in a confined area such as a holding pen.

Country Club - A facility providing land area and buildings containing golf courses, recreational facilities, a clubhouse, and customary accessory uses, open only to members and their guests.

Crematory – A place where the bodies of the dead are cremated.

Cultural and Artistic Uses – A facility for entertainment purposes that include but are not limited to museums, galleries, libraries, and performing art studios.

Day Treatment - A facility providing specialized treatment for less than 24 hours a day for four or more persons who are unrelated to the owner or provider and who have emotional, psychological, developmental, physical, or behavioral dysfunctions, impairments, or chemical dependencies. Day treatment is provided in lieu of, or in coordination with, a more restrictive residential or inpatient environment or service.

Dedication - The legal transference of land without sale by a property owner to a public agency.

Density - The number of dwelling units per acre with

respect to residential land uses.

Developer - The owner or authorized agent of land proposed to be subdivided or developed who is responsible for any undertaking that requires review and/or approval pursuant to this Code.

Development or Development Activity - Any of the following activities requiring a permit pursuant to this Code:

1. Change in use.
2. Construction, clearing, filling, excavating, grading, paving, dredging, mining, drilling or otherwise significantly disturbing the soil of a site.
3. Building, installing, enlarging, replacing or substantially restoring a structure, impervious surface, or central water system and including the long-term storage of materials.
4. Erection of a permanent sign.
5. Alteration of a historic property for which authorization is required under this Code.
6. Any activity increasing the need for parking.
7. Construction, elimination or alteration of a driveway onto a public road.

Development Permit - Any building permit; conditional use permit; preliminary subdivision plat; final subdivision plat or other plat approval; preliminary site plan; final site plan; rezoning; or any other official action of the City or any state or local government commission, board, agency, department or official having the effect of permitting the development of land located within the corporate boundaries of Lehi City and subject to the provisions of this Code.

Dog Care Facility - A facility in which three or more dogs are trained, cared for, and boarded overnight. A dog care facility may include a permanent, fenced, outdoor enclosure used to contain dogs during daytime hours between 7:00 AM and 9:00 PM. Dogs shall be maintained indoors during over-night hours between 9:00 PM and 7:00 AM. As a requirement of approval, the Dog Care Facility shall conform with the standards set forth in Chapter 4 of the Municipal Code with respect to Kennel Standards and maintain a current Kennel Permit at all times.

Driveway - A way providing the most direct access for vehicles from a right-of-way to a garage, dwelling, other structure or parking space.

Drive Through Facility - A feature or characteristic of a use involving sales or products or provision of services to occupants in vehicles, including drive-in

or drive-up windows.

Dwelling - Any structure designed or used for residential purposes with cooking, sleeping, and bathroom facilities that has been constructed to comply with all building codes of Lehi City, but not including hotels, bed and breakfast facilities, nursing home rooms, etc., or structures used for short term residential leases.

Dwelling Unit - One or more rooms in a building or portion thereof designed, occupied, or intended as a residence for a family with complete and independent facilities for living, sleeping, eating, cooking, and sanitation provided within the dwelling unit.

Dwelling, Caretaker - A dwelling in a non-residential zone that is located either within the primary non-residential building or a secondary building for the purpose of providing security or otherwise caring for the property.

Dwelling, Detached Single Family - A building arranged or designed to include only one dwelling unit occupied by one family (see definition of Family) located on a lot containing no other dwelling units other than an approved ADU (see definition for accessory dwelling unit) and containing no connected buildings across lot lines.

Dwelling, Two-Family (Duplex) - A building under single ownership designed for occupancy by two families in separate dwelling units. Both units may be rented and have separate utility meters. A duplex does not include a single-family home with an approved Accessory Dwelling Unit (ADU).

Dwelling, Three-Family - A building under one ownership arranged or designed to be occupied by three families living independently of each other with each unit having its own kitchen, including apartment houses, but not including hotel.

Dwelling, Four-Family - A building under one ownership arranged or designed to be occupied by four families living independently of each other with each unit having its own kitchen, including apartment houses, but not including hotel.

Dwelling, Multi-Family - A building, or portion thereof, used and designed as a residence for five or more families living independently of each other with each unit having its own kitchen, including apartment houses, but not including hotel. Individual units may be owned as condominiums or offered for rent.

Dwelling, Townhouse – An attached single-family dwelling unit constructed in a group of three or more attached units. Each unit extends from foundation to roof and with open space on at least two sides.

Dwelling, Twin Home – An attached single-family dwelling unit constructed in a group of two attached units with each unit on its own lot with differing ownership. Each unit extends from foundation to roof and with open space on at least two sides.

Dwelling, Condominium - A single unit in a multi-unit project or structure which is separately owned which may be combined with an undivided interest in the common areas and facilities of the property.

Easement - An authorization by a property owner for the use by another or others, and for a specified purpose of any part of the property.

Electrical Substations and Power Transmission Lines, Municipal - Facilities used to transmit or distribute electricity which are owned by the City.

Electrical Substations and Power Transmission Lines, Non-Municipal - Facilities used to transmit or distribute electricity which are not owned by the City.

Equipment Sales and Rental - An establishment primarily engaged in the sale or rental of trucks of one ton or greater capacity, tractors, construction equipment, agricultural implements, or similar equipment, including incidental storage, maintenance, and servicing. ~~Typical uses include truck dealerships, construction equipment dealerships, and mobile home sales establishments.~~

Family – A person living alone or one, but not more than one, of any of the following groups living together as a single, nonprofit housekeeping unit, sharing common living, sleeping, sanitation, cooking, and eating facilities:

1. A head of household and any number of people who are all related to the head of household by blood, marriage, adoption, or court sanctioned guardianship; or
2. No more than four persons when at least one of the individuals is unrelated; or
3. No more than two unrelated adults and their children and other related family members.

Fence - A man-made barrier of any material or combination of materials erected to enclose or screen areas of land.

Final Subdivision Plat - The map of a subdivision to be recorded after approval by the City and any accompanying material as described in this Code.

Financial Institution - An establishment engaged in the business of lending money and/or guaranteeing loans.

Financial Institution and Services – An establishment engaged in the business of lending money and/or guaranteeing loans. Typical uses include banks, savings and loans institutions, stock and bond brokers loan, and lending activities.

Food Processing, Animal – An establishment including the slaughtering, processing, and packaging of livestock (excluding feed lots, outdoor corrals or pens)

Food Truck - A business that serves food or beverages from a self-contained unit either motorized or towed, and conducts all or part of its operations and commercial transactions on premises other than its own and is readily movable, without disassembling, for transport to another location.

Funeral Home - An establishment engaged in undertaking services such as preparing the dead for burial and arranging and managing funerals. Typical uses include funeral home or mortuaries but exclude cremation services.

Furniture Store - An establishment primarily engaged in the retail sale of furniture and furniture accessories. Typical uses include establishments providing the following products: furniture, floor coverings (including carpet), draperies, curtains, upholstery, china, glassware, metal ware, and fireplace screens and accessories.

Garage, Private - A detached accessory building, or a portion of a principal building, used for the storage of motor vehicles for the tenants or occupants of a specific building and not by the general public.

General Plan - A plan for the city, allowed by state law, prepared and adopted by the Planning Commission and City Council, and including maps, texts, charts, and graphs.

Golf Course - A parcel of land laid out for at least

nine holes for playing the game of golf and improved with trees, greens, fairways, and hazards and that may include a clubhouse and shelter.

~~**Public/Civic Use**—A building or structure primarily used for the provision of services by governmental or public agencies, including the city, state or federal agencies. Typical uses include public administrative offices, animal shelters, maintenance facilities, active open space owned and operated by a public entity, fire stations, police stations, utility buildings and similar services.~~

Grade - The average of the existing ground level at the center of all walls of a building. In case walls are parallel to, and within five feet of, a sidewalk, the ground level shall be measured at the sidewalk.

Greenhouse, Commercial - A building with glass or plastic walls and roof in which plants are raised under controlled conditions for commercial use including experimental purposes, for transplanting, or for sale.

Greenhouse, Private - A building with glass or plastic walls and roof in which plants are raised under controlled conditions for personal use on the property where the greenhouse is located.

Grocery Store – A store that sells food and household supplies and is larger than 25,000 square feet in size.

Grocery Store - Small – A store that sells food and household supplies and is 25,000 square feet in size or smaller.

Group Home – A living arrangement where a group of unrelated individuals live together in a single dwelling unit and does not constitute a healthcare facility.

Group Home for Persons with a Disability - A residence in which more than one person with a disability resides and is licensed or certified by the Department of Human Services under Utah Code Title 62A, Chapter 2, Licensure of Programs and Facilities.

Guarantee - Escrow bond in an amount and form satisfactory to the City. All guarantees shall be approved by the City wherever required by these regulations.

Hardware Store - An establishment primarily engaged in the retail sale of a number of basic hardware lines, such as tools, builders' hardware, paint and

glass, house wares and household appliances, and cutlery.

Health/Fitness Facility – A facility that offers its users amenities for exercising and physical conditioning.

Health Care Facility - Specialty hospitals, home health agencies, hospices, nursing care facilities, residential health care facilities, birthing centers, ambulatory surgical facilities, small health care facilities, facilities owned or operated by health maintenance organizations, and any other health care facility as defined by the Utah Health Care Facility Licensure and Inspection Act, Utah Code '26-1-2. Health care facility does not include the offices of private physicians or dentists, whether for individual or group practice. Hospitals may have a heliport as an accessory use.

Health Club - Private clubs (athletic, health or recreational), with full service facilities including but not limited to showers, lockers, pools and saunas.

Hedge - A compact planting of any type of plant or shrub, which acts or is intended to act as a fence.

Heliport - any helicopter landing area used, designed or intended to be used for the receiving or discharging of passengers and cargo and shall include any appurtenant facilities for passengers, cargo, or for the servicing, repair, shelter or storage of helicopters.

Hobby Garage - individual condominiumized units used for personal use that is not considered a residential, business or retail use, such as a hobby or storage of vehicles and personal property.

Home Occupation - Is any gainful occupation or profession conducted in a dwelling unit engaged in by an occupant of the unit.

Hospital - An establishment providing primary health services and medical or surgical care to persons, primarily inpatients, suffering from illness, disease, injury, deformity, and other abnormal physical or mental conditions and including, as an integral part of the institution, related facilities, such as laboratories, emergency treatment facilities, diagnostic services, out-patient facilities, training facilities, medical offices, or staff residences.

Hotel - An establishment containing sleeping rooms for the temporary occupancy of guests including a

lobby, meeting rooms, recreation facilities, group dining facilities and/or other facilities or activities customarily associated with hotels, but not including boarding houses or apartments. Hotels may include the use of extended stay facilities provided they meet the occupancy and design requirements of Section 12.130-B of this Code.

Indoor Shooting Range – a specialized facility designed for firearm usage qualifications, training, practice, or competitions.

In-Home Instruction – Is the instruction and/or education of no more than 12 persons within a residential structure for less than three hours at one time.

Juvenile Group Facility – A 24-hour group living environment for adolescents under the age of 18, unrelated to an owner or operator that offers room, board or specialized services to residents.

Kennel - Any lot or premises or portion thereof on which three or more dogs, cats and other household domestic animals are maintained, boarded, bred or cared for in return for compensation or kept for sale.

Laboratory (Medical, Dental, Optical) - An establishment primarily engaged in commercial or non-commercial physical and biological research, development, and production of products for the medical, dental, or optical profession.

Land use authority - An individual, board, or commission, appointed or employed by the City, including the staff, Planning Commission, or City Council, and who is designated as the person or body responsible for final decisions and approvals of land use applications identified in this Code.

Laundry Services - An establishment primarily engaged in providing the following services: pressing and finishing, dry cleaning, washing, tailoring, or clothing repair or alteration. The establishment can include washing and drying machines, and clothes dry cleaning machines, either coin operated or attendant operated, and are provided on a rental basis for use by individuals doing their own laundry and dry cleaning. Does not include outdoor drying facilities.

Light Manufacturing, Processing, and Assembly - An establishment engaged in the manufacture, predominantly from previously prepared materials, of finished products or parts, which are not obnoxious or

offensive by reason of emission of odor, dust, smoke, noxious gases, noise, vibration, glare, heat, or other impacts. Also, includes the processing, fabrication, assembly, treatment, and packaging of such products, and incidental storage, sales and distribution. This use does not include the processing of animal, vegetable or fish products or the rendering and refining of fats and oils. It also encloses all equipment, compressors, generators and other ancillary equipment within a building or structure. Light manufacturing includes the manufacturing of the following items and similar goods: professional instruments, watches/clocks, jewelry, musical instruments, toys/sporting goods, office supplies and equipment, and other similar products as approved by the Planning Commission

Light Office/Warehouse Combination – A commercial building, no larger than 30,000 square feet, designed for office and light warehouse uses. Usable office space shall comprise a minimum of 50 percent of the total square footage, and usable warehouse space shall not exceed 50 percent of the total square footage. Facades fronting roadways shall have an office/storefront appearance. Roll-up doors shall be on facades not fronting roadways. Tilt-up concrete construction is prohibited.

Liquor Store – A State-run facility engaged in the retail sale of packaged alcoholic beverages, such as ale, beer, wine, and liquor, for consumption off the premises.

Loading and Unloading Spaces - A permanently maintained space on the same lot as the principal building with access to a road and not less than 10 feet in width, 20 feet in length, and 14 feet in height.

Lot - A parcel or unit of land described by metes and bounds and held or intended to be held in separate lease or ownership, or shown as a lot or parcel on a recorded subdivision, or shown on a plat used in the lease or sale or offer of lease or sale of land resulting from the division of a larger lot, parcel, or tract into two or more smaller lots or units.

Lot Area - The area of a horizontal plane within the lot lines of a lot.

Lot, Corner - A lot which has an interior angle of 135 degrees or less at the intersection of two road lines. A lot abutting upon a curved road is considered a corner lot if the tangents to the curve at the points of intersection of the side lot lines intersect at an interior angle of 135 degrees or less.

Lot Coverage - The percentage of the area of a lot that is occupied by all buildings, and other covered structures and impervious surfaces.

Lot, Double-Sided - A lot having frontage on two parallel or approximately parallel streets.

Lot Frontage - The width of a lot, measured parallel to the street right-of-way at the front building setback.

Lot, Interior - A lot other than a corner lot.

Lot Line - Any line defining the boundaries of a lot.

Lot Line, Front - The boundary of a lot that separates the lot from the road. In the case of the corner lot, the front lot line is the shorter of the two lot lines separating the lot from the road except that where these lot lines are equal or within 15 feet of being equal, either lot line may be designated the front lot line but not both.

Lot Line, Rear - The boundary of a lot which is most distant from, and is most nearly, parallel to the front lot line; except that in the absence of a rear lot line as is the case of the triangular shaped lot, the rear lot line may be considered as a line within the lot, parallel to and at a maximum distance from the front lot line, having a length of not less than ten feet.

Lot Line, Side - The boundary of a lot, which is not a front lot line or a rear lot line.

Lot of Record - A lot, which is part of a subdivision, the plat of which has been recorded in the office of the County Recorder. "Lot of record" does not include any subsequent conveyance that divides the lot into two or more parcels without a duly approved re-subdivision.

Lumberyard - An establishment that contains facilities for the sawing, loading or storage of lumber or timber, but not including industrial milling or planning operations.

Main Floor - Split Entry - That portion of the building that fronts on a dedicated city street and is entered at or above finished grade between floors and is the upper level.

Main Floor - Split Level - That portion of the building that fronts on a dedicated city street and is entered at or

above finished grade and includes the entry level and the next level up.

Main Floor - Two-Story - The level of that portion of the building that fronts on a dedicated city street and is entered at or above finished grade.

Manufacturing, Processing, and Assembly - An establishment specializing in the manufacture, processing or packaging of food and beverage products, technology products, electronic components, personal hygiene products and cosmetics, drugs and pharmaceuticals, and other similar materials or products as approved by the Planning Commission. Also includes the processing, fabrication, assembly, treatment, and packaging of such products, and incidental storage, sales and distribution.

Manufactured Home - A multi-sectional transportable mobile home not exceeding two stories in height and manufactured after June 15, 1976, and Department of Housing and Urban Development approved which is subject to and complies with the federal manufactured home construction and safety standards (42 U.S.C. ' 5403), that when joined forms a residence for human occupancy that measures 20 feet by 40 feet or larger and is designed to be installed on a permanent foundation system which can be a permanent foundation wall.

Manufactured Home Sales - A place where prefabricated housing (assembled in factories and transported to the site of use) is sold.

Marina - a harbor with docks, launching ramps, or other supporting facilities designed for small boats and other watercraft.

Medical Cannabis Pharmacy - See Section 12.130 of the Lehi City Development Code

Medical, Dental, and Optical Clinics - The office of practitioners of the healing arts, and the primary use is the delivery of health care services and where no overnight accommodations are provided.

Mixed Use, Vertical - A structure in which residential and commercial uses are located within the same building with residential located above commercial.

Modular Home - A dwelling unit constructed in accordance with the standards set forth by the Department of Housing and Urban Development and composed of components substantially assembled in a manufacturing plant and transported to the building site for final assembly on

a permanent foundation.

Motorized Sports Recreational Facilities (includes private or commercial) – an outdoor track designated for recreational motorized sports, such as ATV's or Motocross.

Movie Theater – An establishment primarily engaging in the presentation of motion pictures.

Moving and Storage Facilities – A facility engaged in the moving of household or office furniture, appliances, and equipment from one location to another, including the temporary indoor storage of those same items.

Nightclub/Dance Hall – Any establishment that provides dancing involving a dance floor with 200 square feet of floor area or greater with music or live entertainment and may include the sale, service, or consumption of alcoholic beverages.

Nonconforming structure - A structure that does not conform to the yard coverage, height, setback or other physical dimensional requirement of the district but was legal when originally built.

Nonconforming use - An activity which is not an allowed use within the Zoning District and which may not conform to the use standards, including parking, regulations in the district in which it is situated but was legal when originally built.

Nursing Home - An establishment described also as a "rest home," or "convalescent home," other than a hospital, in which persons are lodged and furnished with care rather than diagnoses and treatment.

Offices, Professional - A room or group of rooms used for conducting the affairs of a business, profession, service, industry, or government and generally furnished with desks, tables, files, and communication equipment.

Office Warehouse - A commercial building, no larger than 100,000 square feet designed for office and warehouse uses. Usable office space shall comprise a portion of the total square footage.

Oil & Gas Transmission Lines - Utility lines used to transport oil and natural gas from their respective gathering systems to refining, processing, or storage facilities, as well as refined products to customers.

Open Space - means and refers to the following:

1. Active open space, or any park and recreational facility that is not dependent upon a specific environmental or natural resource, which is developed with recreation and support facilities that can be provided anywhere for the convenience of the user. Activity-based recreation areas include, but are not limited to, baseball or softball fields, football or soccer fields, basketball courts, tennis courts, picnic areas, playgrounds, and trails; and
2. Passive open space, or areas in and located due to the presence of a particular natural or environmental setting and which may include conservation lands providing for both active and passive types of resource-based outdoor recreation activities that are less formalized and more program-oriented than activity-based recreation. Resource-based outdoor recreation means and refers to activities requiring a natural condition that cannot easily be duplicated by man and includes, but is not limited to, boating, fishing, camping, enhancement areas, nature trails, nature study, and view areas.
3. Roadway areas including rights of way, parking lots, lawns, setback areas or other undisturbed portions of building lots shall not constitute open space.

Outdoor Sales and Display – The display of goods and materials, incidental to an allowed use, on the premises of the existing business. Items must be placed on a hard-surface and outside of public right-of-way. For the purposes of this definition, occasional sidewalk sales shall not be considered as outdoor sales and display.

Outdoor Storage – The keeping, in an unroofed area, of any goods, supplies, equipment, or materials, in the same place for more than 24 hours.

Owner - Any person, or group of persons, firm or firms, corporation or corporations, or any other legal entity having legal title to or sufficient proprietary interest in the land sought to be developed or subdivided under these regulations.

Parking Lot - An unenclosed area, other than a road or right-of-way, devoted to parking spaces for four or more motor vehicles.

Parking Lot, Commercial - A parking lot used for

the parking of automobiles for compensation.

Parking Space - An area maintained for the parking or storage of a motor vehicle, which is graded for proper drainage and is hard surfaced with asphalt, brick pavers, concrete or similar material.

Parking Structure - A fully enclosed structure designed and intended for parking or storage of more than four vehicles.

Pasture – a fenced area of land covered with at least 50 percent grass or other living vegetation used or suitable for the grazing of livestock or animals.

Pawn Shop – An individual or business entity who loans money on deposits of personal property or deals in the purchase, exchange or possession of personal property, on condition of selling the same back again to the pledgor or depositor, or who loans or advances money on personal property by taking chattel mortgage security thereon and takes or receives such personal property into his possession, and who sells the unredeemed pledges together with such new merchandise as will facilitate the sale of the same.

Permitted Use - A use of allowed by right under the provision of the Code.

Personal Services - A business which provides a service, such as a beauty salon, a barbershop, hair, nail, massage services and tanning salons. Also includes microblading, fine line tattoos, henna tattoos, permanent cosmetics, and body piercings. Personal services does not include Sexually-oriented Businesses or Body Art Facilities; except that a licensed and approved personal services business may include body art as a portion of provided services, so long as body art does not comprise more than ten percent of the total business and the body art facility is located towards the rear of the establishment in an area separated from the rest of the business by a door that can be shut.

Pet Grooming Facility – A business dedicated to the grooming and care of household pets, including dogs, cats, birds, and other similar animals. This use does not include overnight boarding (kennel) or medical care (veterinary office) for animals.

Pharmacy – A business where medicinal drugs and medicine are prepared, preserved, dispensed, and sold.

Plat Amendment - A change in a map of an approved or recorded subdivision plat if such affects any street layout in such map or area reserved thereon for public use, or any lot line; or if it affects any map or plan legally recorded prior to the adoption of any regulations controlling subdivisions.

Plant Nursery – A business where plants are grown for transplanting or for sale.

Point Source - Any discernible confined and discrete conveyance, including but not limited to any pipe, ditch, channel, tunnel, conduit, well, fissure, container, rolling stock, concentrated animal feeding operation, or vessel or other floating craft, from which pollutants are or may be discharged.

Portable Storage Container – Generally a repurposed intermodal shipping container, which are available in various modular sizes that can be conveniently moved, and not exceeding 8 feet in width by 40 feet in length or a total enclosed area of 320 square feet. This definition does not include truck trailers, used semi boxes or other similar containers that have been modified from a previous use.

Portable Storage Container Sales- a location where portable storage containers are sold.

Preliminary Plat - The preliminary drawing or drawings, described in this Code, indicating the proposed manner or layout of the subdivision.

Preliminary Site Plan - The preliminary drawing or drawings, described in the Code, indicating the proposed manner or layout of a proposed nonresidential, attached residential or mixed-use development.

Premises - Land and/or buildings or other improvements thereon.

Principal Use - The main use of land or a building (as distinguished from an accessory use).

Printing and Publishing Facility - An establishment devoted to the processing, binding, or distribution of reading materials including newspaper, periodical, book publishing, commercial printing, business forms, greeting card manufacturing, book-binding, printing, typesetting and similar uses.

Private School - An educational institution, not operated by a political entity of the State for which entrance or tuition fees are charged for attendance.

Private Utilities - Includes power, telephone, natural gas, cable television, telecommunications, and private water supply service.

Public Improvement - Any drainage ditch or system, roadway, parkway, sidewalk, pedestrian way, tree, lawn, off-street parking area, lot improvement, water or sewer system, or any other facility for which the City may ultimately assume the responsibility for maintenance and operation, or which may affect an improvement for which City responsibility is established. All such improvements shall be properly guaranteed and installed as per City codes, specifications and regulations.

Public ~~Building/Civic Use~~ - A building or structure primarily used for the provision of services by governmental or public agencies, including the city, state or federal agencies. Typical uses include public administrative offices, animal shelters, maintenance facilities, ~~active open space owned and operated by a public entity~~, fire stations, police stations, utility buildings, schools, and similar services.

Public Use - A use operated exclusively by a public body, or quasi-public body, such use having the purpose of serving the public health, safety, or general welfare, and including uses such as public schools, parks, playgrounds, and other recreational facilities, administrative and service facilities.

Public Utility - Any company, or municipal department, duly authorized to furnish under public regulation, electricity, gas, steam, telecommunications, and transportation, water, or sewer service.

Public Utility Building - Any buildings or premises used for the administration of public utility repair, maintenance and installation crews, including parking for vehicles not to exceed two tons rated capacity. Can also include shops and storage areas as specified in Chapter 5 of this Code.

Recreation, Private - A recreation facility operated on private property and not open to the public, including recreation facilities owned by a homeowner or home owners association for private use by members.

Recreation, Public - A recreation facility or service provided through the use of recreational facilities, systems or improvements operated by a public agency and open to the public with or without a fee.

Recycling Center - A building, structure or land area used for the collection, processing or transfer of recyclable materials such as glass, paper, plastic, cans, or other household scrap materials.

Recycling Collection Station - A building or structure used for the collection of recyclable materials such as glass, paper, plastic, cans, or other household scrap materials.

Rehabilitation and Treatment Facility, Drug and Alcohol - A 24-hour group living environment for individuals unrelated to the owner or operator that offers room or board and specialized treatment, rehabilitation, or habilitation services for persons with current chemical dependencies.

Research and Development Facilities - An establishment or complex of structures located in a building whose dimension are intended to foster physical, chemical, and biological research and/or experimentation involving but not limited to controlled simulation of factors, development of prototypes, chemicals, commodities, pharmaceuticals, information technology, electronics and instrumentation for academic and industrial purposes. Light manufacturing may be included as an ancillary use depending on the impact of activity on neighboring property and scale of the premises.

Restaurant - A building in which food is prepared and served for consumption within the premises. Typical uses include buffets; cafes; cafeterias; caterers; coffee shops; dairy bars; diners; dining rooms; dinner theaters; fast food restaurants; food bars; frozen custard, ice cream and yogurt stores; luncheonettes; pizza parlors and pizzerias; sandwich bars; and snack shops. Alcohol may be served on the premises; however revenue from food sales shall constitute at least 50 percent of the total business revenue.

Retail Sales, General - An establishment primarily engaged in the sale or rental of commonly used goods and merchandise for personal or household use, but excluding those classified more specifically in this section. Typical uses include department stores, mail services, copy centers, sporting goods stores, home furnishings, electronics and appliances, wallpaper, indoor powersports and marine vehicle sales (See Section 12.130 (M)), carpeting and floor-covering, or automotive parts and accessories excluding service and installation.

Ridgeline - An area including the crest of a hill or

slope and a vertical, perpendicular distance of 150 feet on either side of the crest.

Right-of-Way - Land acquired and owned by a governmental agency or public utility and reserved for public use.

Rock, Sand, Gravel, and Topsoil Storage and Distribution - a facility that stores and sells rock, sand, gravel, and topsoil. This use includes all associated screening, transportation, and distribution infrastructure, but does not include mining.

School - Any building or part thereof that is designed, constructed or used for education or instruction, whether public or private, in any branch of knowledge, and which is State licensed and accredited by the Northwest Association of Schools and Colleges.

Schools- Vocational and Technical - An educational facility that offers an organized sequence of courses which directly relate to preparing individuals for employment in a specialized field.

Setback - The shortest distance between the property and the closest projection of the building excluding uncovered steps or roof eaves, but including pillars or posts supporting roofs or patio covers. A roof overhang may extend a maximum of 18 inches beyond the hardwall, pillar or post from which the setback is measured. To the extent that such overhang exceeds 18 inches, the setback is calculated from the 18-inch overhang line.

Setback line - The line which is the required minimum distance from the property line that establishes the area within which any structure may be erected or placed.

Sexually-oriented Business – For the purpose of defining sexually-oriented businesses and associated words and terms see Title 4, Chapter 5 – Sexually Oriented Business and Employee Licensing Ordinance of the Lehi City Municipal Code.

Short Term Rental- An owner's primary residence that is also used, occupied, rented, or leased, for compensation, of a residential property or portion of the residential property for an effective term of 30 days or less. Typical uses may include rentals such as Airbnb or VRBO.

Site Plan - A detailed plan showing the proposed

placement of structures, parking areas, open space, landscaping, and other development features.

Sign – See Section 23.030 of the Lehi City Development Code.

Smoke Shop - a retail establishment that derives 35 percent or more of its gross revenue from the sale of loose tobacco, plants, or herbs and cigars, cigarettes, pipes, and other smoking devices for burning tobacco and related smoking accessories, including e-cigarettes and vapor cigarettes, as defined by the Utah State Code § 76-10-101.3, as may be amended from time to time and in which the sale of other products is merely incidental.

Sporting Facilities, Arenas - A sports field, court, or similar facility including permanent, or semi-permanent seating areas.

Sports Fields- A space designated for a specific sport or activity at a given time.

Storage Units, Outdoor Access - A facility providing storage services with outdoor access primarily for personal effects and household goods within enclosed storage areas having individual access, but excluding use as workshops, hobby shops, manufacturing, or commercial activity.

Storage Units, Climate Controlled Indoor – A fully enclosed facility providing temperature regulated individual and private storage spaces of varying sizes, rented on individual leases for varying periods of time. All units must be accessible from an interior hallway and located inside of a larger structure. Wholesale or resale uses are prohibited. Any climate controlled indoor storage development must have the appearance of a storefront from all public roadways the development fronts upon.

Storage, Vehicles- A facility providing services primarily for the storage of vehicles including personal automobiles, RVs, ATVs, trailers, boats, aircraft, trucks, tractor-trailers, and other similar items.

Story -That portion of any building included between the surface of any floor and the surface of the next floor or ceiling above it, or any portion of a building elevation in which 50 percent or more of the height (as measured from top of finished floor to top of foundation) is above finished grade.

Street - The land dedicated to, or established by, use

as a public thoroughfare, or a public or private thoroughfare, which affords principal means of access to abutting property.

Structure - A building or other edifice that is constructed or installed on, above, or below the surface of land including a walled and roofed building. The term includes a building while in the course of construction, alteration or repair. For the purposes of this Code, the term "structure" does not include un-walled yard features such as uncovered decks, and un-walled pergolas and trellises.

Subdivide - The act or process of creating a subdivision.

Subdivider - Any person who (1) having an interest in land, causes it, directly or indirectly, to be divided into a subdivision or who (2) directly or indirectly, sells, leases, or develops, or offers to sell, lease, or develop, or advertises to sell, lease, or develop, any interest, lot, parcel site, unit, or plat in a subdivision, or, who (3) engages directly or through an agent in the business of selling, leasing, developing, or offering for sale, lease, or development a subdivision or any interest, lot, parcel site, unit or plat in a subdivision, and who (4) is directly or indirectly controlled by, or under direct or indirect common control with any of the foregoing.

Subdivision - Any land, vacant or improved, which is divided or proposed to be divided or re-subdivided into two or more lots, parcels, sites, units, plots, condominiums, tracts or other division for the purpose of offer, sale, lease or development whether immediate or future, either on the installment plan or upon any and all other plans, terms, and conditions. Subdivision includes the division or development of land, whether by deed, metes and bounds description, devise, intestacy, lease, map, plat or other recorded instrument. Subdivision includes re-subdivision and condominium creation or conversion.

Subdivision Plat - The final map or drawing, described in this Code, of a plan of subdivision to be presented to the City for approval and when approved, may be submitted to the Utah County Recorder for filing.

Subdivision Review Cycle - As required by Utah State Code Section 10-9a-604.2 for standard subdivisions, it means the occurrence of:

1. the applicant's submittal of a complete subdivision land use application;

2. the City's review of that subdivision land use application;
3. the City's response to that subdivision land use application, in accordance with Section 10-9a-604.2;
4. the applicant's reply to the City's response that addresses each of the municipality's required modifications or requests for additional information.

Tandem Parking - The parking of one vehicle behind another.

Temporary - Not to exceed a period of one year.

Towing and Impound Yard - An establishment engaged in the temporary storage of vehicles that have been towed, carried, hauled or otherwise moved from public or private property for impoundment in a public or private impound yard. This use includes vehicle transport companies engaged in similar activities as described above. This use does not include vehicle rental or sales of new or used vehicles or parts (except for necessary sales of unclaimed impounded vehicles), vehicle repair, automobile wrecking yard, junk or salvage yard, or a freight terminal. All towing and impound yards must meet the requirements found in Section 12.130 (G) of this Code.

Trailer - A vehicle designed for carrying property or persons on its own structure and for being drawn by a motor vehicle.

Transit Station - A facility or area where trains, buses, and other forms of public transportation stop to load or unload passengers, freight, or both.

Unoccupied Structures - a structure that is not designed or intended for human occupancy and is only accessed occasionally for persons performing support services for the intended use of the structure and does not fall under any other use found in this Code.

Use - The purpose or purposes for which land or a building is occupied, maintained, arranged, designed, or intended.

Vehicle - A device by which any person or property may be propelled, moved or drawn upon a highway, excepting a device moved by human power.

Vertical Mixed Use (Residential Above Commercial) - A building that contains a mix of residential and commercial uses. Typically, commercial uses

(i.e., retail shops, restaurants, offices) are located on the lower levels, while residential units (condominiums or apartments) are located on upper levels.

Veterinary Office - Any facility providing medical or surgical treatment, clipping, bathing or other services, including incidental boarding to dogs, cats, and other animals. Services are entirely within an enclosed building.

Warehousing and Wholesale Distribution - A commercial building primarily engaged in wholesaling, storage, distribution, and handling of materials and equipment other than live animals.

Water Wise Landscaping (Xeriscaping) - Landscaping in ways that conserves water and requires less supplemental irrigation. Ground covers used typically include native soils, bark mulch, and rock mulch without the use of turf sod. Plants used in water wise landscaping shall be drought tolerant and it is recommended that plants and trees are used that are native to our climate. See Section 35.230 for Water Efficiency Standards.

Welding Shop - An establishment primarily engaged in the fabrication process of joining metals through the process of using high heat to melt the parts together and then allowing them to cool.

Wetland - Those areas that are inundated or saturated by surface or ground water at a frequency and duration sufficient to support, and that under normal circumstances do support, a prevalence of vegetation typically adapted for life in saturated soil conditions. Wetlands generally include swamps, marshes, bogs and similar areas. Wetlands shall be designated in accordance with the procedures of the U.S. Army Corps of Engineers.

Window - An opening in an exterior wall, normally glazed, to admit light and/or air.

Yard - An open area between buildings, structures, or uses and the adjoining lot line, which is unoccupied and unobstructed by any building structure or use from the ground up except as otherwise provided in this Code.

Yard, Front (corner lot) - See Figure 16.

Yard, Front (interior lot) - See Figure 16.

Yard, Rear (corner lot) - See Figure 16.

Yard, Rear (interior lot) - See Figure 16.

Yard, Side (corner lot) - See Figure 16.

Yard, Side (interior lot) - See Figure 16.

Zoning Administrator - A person appointed by the City Council charged with the administration, management, and enforcement of this Code.

Zoning District - A mapped area to which a uniform set of regulations applies, and which are designed to implement the goals and policies of the Lehi City General Plan.

City Council Agenda Item Report

Meeting Date: June 10, 2025

Submitted By: Teisha Wilson

Submitting Department:

Item Type: Resolution

Agenda Section: Regular Agenda

Subject:

Consideration of Resolution #2025-46 appointing a member to the Lehi City Parks, Arts, Recreation, and Cultural (PARC) Advisory Committee.

Suggested Action:

Attachments:

City Council Agenda Item Report

Meeting Date: June 10, 2025

Submitted By: Teisha Wilson

Submitting Department:

Item Type: Resolution

Agenda Section: Regular Agenda

Subject:

Consideration of Resolution #2025-45 appointing a board member to the Lehi Library Board of Directors.

Suggested Action:

Attachments:

City Council Agenda Item Report

Meeting Date: June 10, 2025

Submitted By: Teisha Wilson

Submitting Department:

Item Type: Resolution

Agenda Section: Regular Agenda

Subject:

Consideration of Resolution #2025-44 appointing members to the Lehi City Parks, Trails and Trees Advisory Committee.

Suggested Action:

Attachments: