



Lehi City Council Meeting Agenda September 22, 2026

5:30 PM - Lehi City Council Chambers (131 N. 100 E., Lehi, Utah)

Pre-Council, 5:30 p.m.

1. Welcome and Opening Comment
2. Agenda Questions
The Mayor and City Council discuss and ask questions on items on the Regular Session agenda.
3. Administrative Report
4. Mayor and Council Reports
Calendar items and outside Committee reports
5. Closed Session
The Council may consider a motion to enter into a closed session for specific purposes allowed under the Open and Public Meetings Act (Utah Code 52-4-205), including to discuss the purpose, exchange, lease, or sale of real property; pending or reasonably imminent litigation; the character, competence, or physical or mental health of an individual; or any other lawful purpose.

Regular Session, 7:00 p.m.

1. Welcome, Roll Call, Pledge of Allegiance
2. Presentations and Reports
 - 2.1. September Yard of the Month Presentation
3. 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 City Council Meeting Minutes

4.2. Approve Purchase Orders

4.3. Consideration of Resolution #2026-52, approving a property acquisition agreement for the 2300 West widening project.

[Res 2026-52.docx](#)

[Parcel 21 Agreement - For City Council Approval.pdf](#)

4.4. Consideration of Resolution #2026-53, approving an extension of the agreement with Waste Management, include At Your Door Special Collection Services.

[Res 2026-53.docx](#)

[Lehi 2028 Contract Renewal and AYDSC Program 8.25.2026 - Final 1.pdf](#)

5. Regular Agenda

5.1. Consideration of Resolution #2026-52, approval of the Nancy Walker Development Agreement on 2.581 acres of property located at 915 W State Street, allowing certain restricted Heavy Commercial uses on the property and other site restrictions for commercial development.

[Resolution-Approval of Walker DA.docx](#)

[Walker DA 1 Updated.pdf](#)

5.2. Consideration of Ordinance #40-2026, approving the Nelson Zone Change, changing the zone from TH-5 to A-1 located at 1193 North 2300 West.

Petitioner: Nick Nelson

[Ord 40-2026.docx](#)

[CC Packet Nelson Zone Change 09.22.26.pdf](#)

5.3. Consideration of Resolution #2026-54, approving a Resolution of Intent to Annex the Logan Annexation on 2.68 acres located at approximately 1300 S 1700 W.

Petitioner: Danny Logan

[Res 2026-54.docx](#)

[Logan 1.pdf](#)

5.4. Consideration of Ordinance #41-2026 approving an amendment to the Traverse Mountain Area Plan changing approximately 5 acres located at Timpanogos Highway and Mountain View Road from High Density Residential to Highway Commercial.

Petitioner: Perry Commercial

[Ord 41-2026.docx](#)

[Traverse Mountain Area Plan Amendment Perry Highway Commercial.pdf](#)

5.5. Consideration of Ordinance #39-2026, amending Lehi Municipal Code Title 7 Chapter 3 (Civil Infractions) for parking regulations.

[Ord 39-2026.docx](#)

6. Adjournment

- Public is invited to attend all open meetings
- In compliance with the Americans with Disabilities Act, the City of Lehi will make reasonable accommodations to participate in the meeting. Requests for assistance can be made by contacting the City Recorder at 385-201-2269
- This Agenda has been posted in accordance with Utah Code §§ 63G-30-102
- Agendas may be amended up to 24 hours prior to a meeting
- A Closed Meeting may be called to order pursuant to Utah Code §§ 52-4-204 & 52-4-205
- The order of agenda items may change to accommodate the needs of the legislative body, staff, or the public
- Electronic participation may be permitted for one or more members of the legislative body and staff

City Council Agenda Item Report

Meeting Date: September 22, 2026

Submitted By: Teisha Wilson

Submitting Department:

Item Type: Resolution

Agenda Section: Presentations and Reports

Subject:

September Yard of the Month Presentation

Summary:

Attachments:

City Council Agenda Item Report

Meeting Date: September 22, 2026

Submitted By: Teisha Wilson

Submitting Department:

Item Type: Action Item

Agenda Section: Consent Agenda

Subject:

Approve City Council Meeting Minutes

Summary:

Attachments:

City Council Agenda Item Report

Meeting Date: September 22, 2026

Submitted By: Teisha Wilson

Submitting Department:

Item Type: Action Item

Agenda Section: Consent Agenda

Subject:

Approve Purchase Orders

Summary:

Attachments:

City Council Agenda Item Report

Meeting Date: September 22, 2026

Submitted By: Teisha Wilson

Submitting Department:

Item Type: Resolution

Agenda Section: Consent Agenda

Subject:

Consideration of Resolution #2026-52, approving a property acquisition agreement for the 2300 West widening project.

Summary:

Attachments:

[Res 2026-52.docx](#)

[Parcel 21 Agreement - For City Council Approval.pdf](#)



RESOLUTION NO. 2026-52

**A RESOLUTION OF THE LEHI CITY COUNCIL APPROVING AN AGREEMENT
WITH EDWARD L. CROSSMAN ("OWNER") FOR 2300 WEST WIDENING**

WHEREAS, City needs to widen 2300 West from its present two-lane configuration to five lanes with various sidewalk or pedestrian treatments ("Project") between Pioneer Crossing and Main Street;

WHEREAS, City desires to purchase certain property from Owner to accomplish the Project;

WHEREAS, on September 22, 2026, the City Council held a duly-noticed public meeting to ascertain the facts regarding this matter, which facts and comments are found in the meeting record; and,

WHEREAS, after considering the facts and comments presented to the City Council, the Council finds: (i) that it should approve an Agreement for Property Acquisition for the Project; 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 for Property Acquisition for the Project between Lehi City and Owner 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 22nd day of September, 2026.

LEHI CITY

ATTEST

Paul Binns, Mayor

Teisha Wilson, City Recorder

EXHIBIT "A"

**AGREEMENT FOR PROPERTY ACQUISITION
FOR 2300 WEST WIDENING – PIONEER CROSSING TO MAIN STREET**

THIS AGREEMENT is made and entered into this 26 day of Aug, 2026 by and between Lehi City (“City”) and Edward L. Crossman, private property owner whose address is 656 South 2300 West (“Owners”), hereinafter jointly called the “Parties”.

WHEREAS, City needs to widen 2300 West from its present two-lane configuration to five lanes with various sidewalk or pedestrian trail treatments between Pioneer Crossing and Main Street, hereinafter called the “Project”; and

WHEREAS, Owners own property along 2300 West as shown on the attached Right-of-Way documents as project parcel number 21 and 21:E, and Utah County parcel number 13:024:0023; and

WHEREAS, City desires to purchase certain Property and/or easements from Owners, which Property and/or easements represent a portion of Owners’ larger parcel(s) fronting the Project, and Owners agree to sell to City that Property and/or certain easements as agreed herein;

NOW, THEREFORE, the Parties hereto agree as follows:

1. City offers to pay and hereby agrees to pay Owners the sum of \$256,000 by check or electronic funds transfer as compensation for the Property, the establishment of a Public Utility and Right-of-Way Construction Easement, and for the Permit to Enter and Construct, all as shown on the Right-of-Way documents attached as Exhibit A, Parcel 21.

VALUE OF THE ACQUISITION						Factor	
21	Deed	7,769	SQFT	\$18.00	100% x	1 =	\$139,842
21:E	Utility Easement	4,061	SQFT	\$18.00	50% x	1 =	\$36,549
IMPROVEMENTS							
	Improvements affected by the acquisition: 1 small tree, 2 medium trees, 4 large trees, 2 bushes, vinyl fencing, gravel, chain-link fencing, pump house, grass, & mailbox						\$29,639
OTHER COSTS							
	Cost to Cure: 2 large trees, shed, grass, vinyl fencing						\$10,684
	Compensable Damages: loss of access from 2300 West						\$39,204
	Rounding						\$82
TOTAL COMPENSATION							\$256,000

2. Closing to take place within 45 days of all parties signing the Agreement for Property Acquisition. Property to be closed at Fidelity National Title and Lehi City will pay all the closing costs.
3. City agrees to perform at its cost or arrange and pay for:
 - a. all surveying, engineering and legal document preparation to establish the Project Right-Of-Way, the Public Utility and Right-of-Way Construction Easement, and the Project design;
 - b. an independent appraisal of the Property and Easements to be acquired (when deemed necessary);

- c. removal of curb, sidewalk, pavement and other public infrastructure along Project, as necessary;
 - d. Project infrastructure construction including curb, gutter, sidewalks, pedestrian trails, traffic signals, roadway pavement, driveway approaches, striping, etc.; and
 - e. recordation of the Warranty or Quit Claim Deed(s), and the Public Utility and Roadway Construction Easement(s).
- 4. Owners represent that they have fee title to the Property and will convey to City marketable title, free and clear of all encumbrances, upon the City's payment described in Paragraph 1.
 - 5. Owners agree that the compensation offered in Paragraph 1 represents just compensation to Owners as the fair market value of the property taken, plus damages, if any, to the remaining property, less any benefit which may accrue to said property by reason of the construction of the improvements to the existing roadway. Owners or subsequent purchasers shall not be entitled to additional compensation even though final construction of Project within the property may occur at a later date, perhaps years in the future.
 - 6. Owners agree that if property is sold the conditions of this agreement will be disclosed to and binding upon the new purchaser of the property. Owner shall make specific disclosure of this agreement to any subsequent purchaser. City shall record a Notice of Interest (NOI) against the property. Said NOI shall remain in place until the project has been constructed, after which City shall remove the NOI from the property through the appropriate County process.
 - 7. Owners agree to pay any and all taxes assessed against this property, including all past due and prorated property and greenbelt roll-back taxes, to the date of closing.
 - 8. Owners shall have temporary salvage rights to existing fencing and private improvements along 2300 West. City will give the property owner 30-day written notice as to when to have existing fencing and private improvements removed, after which City will remove and dispose of said private improvements as part of Project.
 - 9. Owners accept City's offer to purchase the Property and Easements as shown on Exhibit A and the Permit to Enter and Construct, all for the purchase amount described in Paragraph 1. In consideration of City's purchase payment and contemporaneously with the receipt thereof, Owners agree to sign, fully execute, and deliver to City:
 - a. the Warranty or Quit Claim Deed(s) for the Property as shown on the attached Exhibit A - Parcel 21;
 - b. the Public Utility and Roadway Construction Easement(s) as shown on the attached Exhibit A - Parcel 21:E; and
 - c. the Permit to Enter and Construct Agreement for the purpose of allowing City, its contractors, permittees, and assigns, including but not limited to, utilities and their contractors, the right to immediately occupy and commence removals, construction or other necessary activity on the property acquired for the Project.
 - 10. Existing Water Well. The existing water well is not included in this Agreement or the compensation offered herein and will be addressed separately. The City agrees to work cooperatively and in good faith with the Owner to determine the future use of the well, including its location, potential relocation or compensation as mutually agreed upon by both Parties. No water rights or shares are included in this Agreement.
 - 11. Time is of the essence of this Agreement.
 - 12. The recitals and exhibits described are made a part hereof as if fully set forth herein.

Signed:

Lehi City

Date

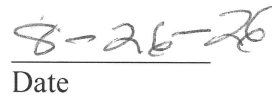
Title

Attest:

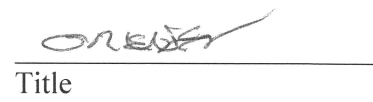
Teisha Wilson, Lehi City Recorder



Owner



Date

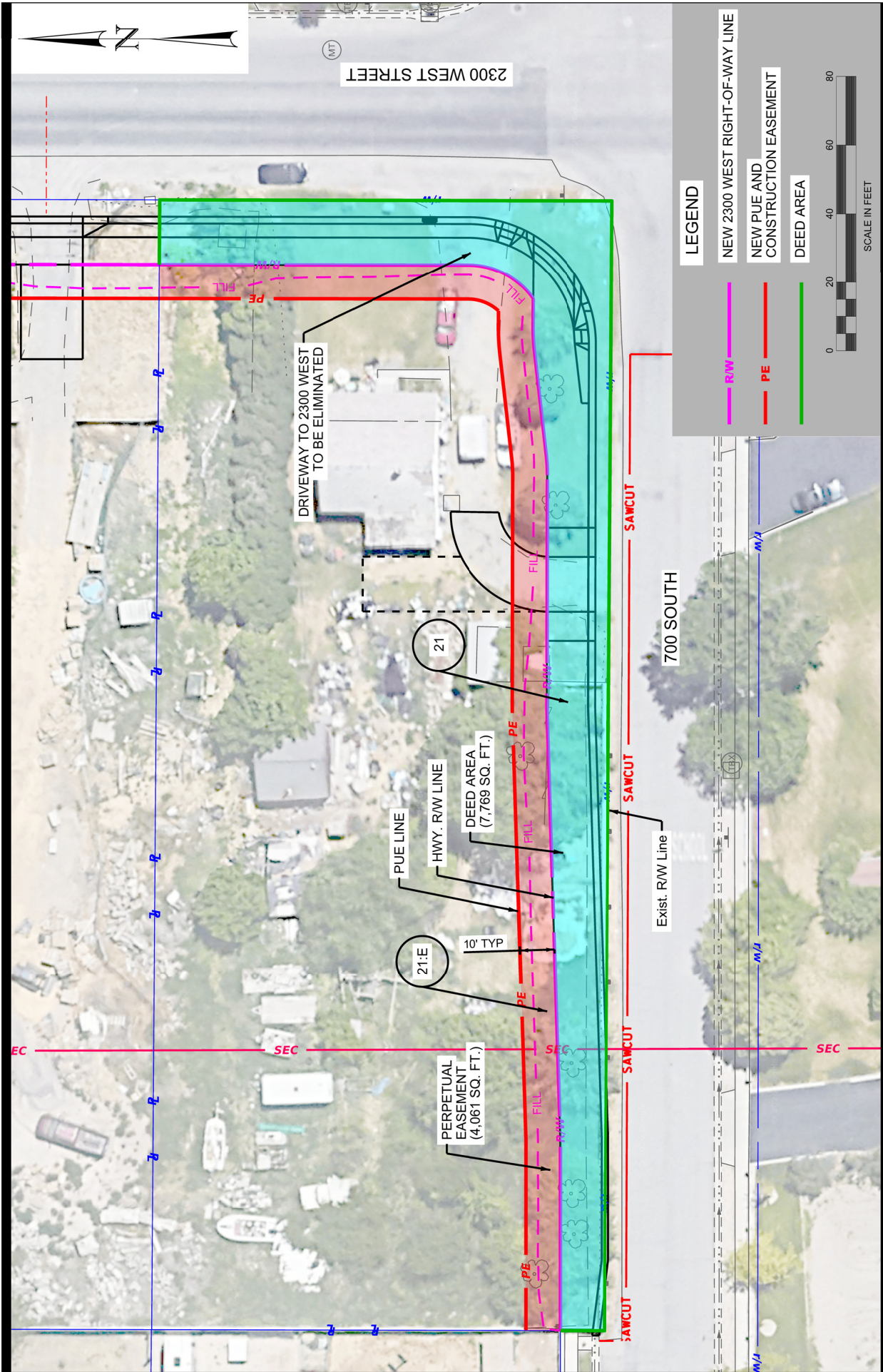


Title

Owner

Date

Title



Parcel 21

Lehi 2300 West Roadway Widening Pioneer Crossing to Main Street

RB&G
ENGINEERING, INC.

City Council Agenda Item Report

Meeting Date: September 22, 2026

Submitted By: Teisha Wilson

Submitting Department:

Item Type: Resolution

Agenda Section: Consent Agenda

Subject:

Consideration of Resolution #2026-53, approving an extension of the agreement with Waste Management, include At Your Door Special Collection Services.

Summary:

Attachments:

[Res 2026-53.docx](#)

[Lehi 2028 Contract Renewal and AYDSC Program 8.25.2026 - Final 1.pdf](#)



RESOLUTION NO. 2026-53

**A RESOLUTION OF THE LEHI CITY COUNCIL APPROVING AN
EXTENSION OF THE AGREEMENT BETWEEN WASTE MANAGEMENT AND LEHI CITY**

WHEREAS, Waste Management provides solid waste collection and disposal services for residents and businesses within Lehi City;

WHEREAS, Waste Management and Lehi City desire to extend the term of the current agreement between the parties;

WHEREAS, on September 22, 2026, the City Council held a duly noticed public meeting to ascertain the facts regarding this matter, which facts and comments are found in the meeting record; and,

WHEREAS, after considering the facts and comments presented to the City Council, the Council finds: (i) that it should approve an extension of the current Agreement with Waste Management; 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 Waste Management and Lehi City attached 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 22nd day of September, 2026.

LEHI CITY

ATTEST

Paul Binns, Mayor

Teisha Wilson, City Recorder



222 S. Mill Ave, Ste 301
Tempe, AZ 85281
C: 801.716.0210

August 25, 2026

Dean Lundell
Finance Director
Lehi City
153 North 100 East
Lehi, UT 84043

Re: Contract Renewal and At Your Door Special Collection Services

Dear Mr. Lundell,

It has been a pleasure serving the citizens of Lehi during the past year. WM sincerely values the City's partnership and looks forward to continuing our successful relationship. This letter memorializes recent discussions regarding contract renewal and the parties' intent to work together regarding At Your Door Special Collection Services program.

Summary of Adjustments

- WM and the City have agreed to hold rates until July 1, 2028, with no annual CPI adjustment in 2027.
- The City and WM have agreed to a three-year contract renewal, extending the agreement term from July 1, 2028, through June 30, 2031.
- WM and the City will work collaboratively to negotiate and finalize an agreement for At Your Door Special Collection Services, including the applicable service fee of \$1.00 per home, with a target implementation date of November 1, 2026. The current Rate Exhibit that went into effect July 1, 2026, has been updated to include this fee. In the interim, and pending final execution of the agreement, WM will accept and service At Your Door collection volume under the terms being negotiated to support a seamless program implementation and continuity of service.

We look forward to collaborating with the City to successfully implement the At Your Door Special Collection Services program and deliver its benefits to Lehi residents. Should you have any questions in the meantime, I can be reached at (801) 716-0210.

Sincerely,

Blake Leonelli

Blake Leonelli
Public Sector Solutions



Lehi City - Rate Exhibit - Effective July 1, 2026

Residential Service	2025 Rate	Rate Adjustment 4.9%	2026 Rate
First Trash Container	\$ 8.14	0.40	\$ 8.54
Additional Trash Containers	\$ 6.40	0.31	\$ 6.71
First Recycling Container	\$ 4.96	0.24	\$ 5.20
Additional Recycling Container	\$ 4.96	0.24	\$ 5.20
Green Waste Container	\$ 8.70	0.43	\$ 9.13
Additional Green Waste	\$ 8.70	0.43	\$ 9.13
County 1st Container	\$ 8.95	0.44	\$ 9.39
County 2nd Container	\$ 8.95	0.44	\$ 9.39
County 1st Recycle	\$ 4.96	0.24	\$ 5.20
County 2nd Recycle	\$ 4.96	0.24	\$ 5.20
County 1st Green Waste	\$ 8.70	0.43	\$ 9.13
City Dumpsters 2 yard	\$ 45.49	2.23	\$ 47.72
City Dumpsters 3 yard	\$ 68.23	3.34	\$ 71.58
City Dumpsters 4 yard	\$ 90.99	4.46	\$ 95.45
City Dumpsters 6 yard	\$ 136.47	6.69	\$ 143.15
City Dumpsters 8 yard	\$ 183.24	8.98	\$ 192.22
Cleanup Dumpsters	\$ 216.20	10.59	\$ 226.79
Recycling Processing Fee	\$ 130.59	6.40	\$ 136.99
At Your Door Special Collection - Beginning November 1 2026			\$ 1.00

City Council Agenda Item Report

Meeting Date: September 22, 2026

Submitted By: Jacob Curtis

Submitting Department: Planning Division

Item Type: Resolution

Agenda Section: Regular Agenda

Subject:

Consideration of Resolution #2026-52, approval of the Nancy Walker Development Agreement on 2.581 acres of property located at 915 W State Street, allowing certain restricted Heavy Commercial uses on the property and other site restrictions for commercial development.

Summary:

Attachments:

[Resolution-Approval of Walker DA.docx](#)

[Walker DA 1 Updated.pdf](#)



RESOLUTION NO. 2026-

A RESOLUTION OF THE LEHI CITY COUNCIL APPROVING A DEVELOPMENT AGREEMENT BETWEEN THE ESTATE OF NANCY ANN WALKER AND LEHI CITY

WHEREAS, The Estate of Nancy Ann Walker ("Developer") has a legal interest in certain real property and desires to use the property to develop a heavy commercial project;

WHEREAS, On July 14, 2026, the City Council discussed the Developer's proposal to amend the zoning to be heavy commercial and tabled the item and directed City staff to prepare a development agreement that would allow for certain specific heavy commercial uses with appropriate buffering and other design considerations;

WHEREAS, after considering the facts and comments presented to the Planning Commission, the Council finds: (i) that it should approve the Development Agreement with The Estate of Nancy Ann Walker; 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 Development 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 22nd day of September, 2026.

LEHI CITY

ATTEST

Paul Binns, Mayor

Teisha Wilson, City Recorder

WALKER DEVELOPMENT AGREEMENT

CITY COUNCIL REPORT

Applicant	Lehi City & Estate of Nancy Walker
Meeting Date	September 22, 2026
Requested Action/Purpose	Review of a proposed Development Agreement amendment
Date of DRC Review	July 29, 2026
Date of Planning Commission Review	August 13, 2026
Assigned Planner	Jacob Curtis
REQUIRED ACTION	
Planning Commission	Review and recommendation
City Council	Final approval

APPLICABLE DEVELOPMENT CODE REGULATIONS

Section 29.020. Criteria for Entering into a Development Agreement.

The city may enter into a development agreement only if the development agreement:

- A. Has been duly adopted by the City Council in accordance with the provisions of this chapter.
- B. The proposed development to which the development agreement pertains is in conformity with the general plan, zoning district regulations, and other applicable requirements of the City.
- C. The proposed development subject to the agreement contains outstanding features that advance the policies, goals and objectives of Lehi City, or the property owner agrees to provide capital improvements that exceed the development's proportionate share of the costs of the facilities needed to service the development, which hereby advance the provision of facilities to serve Lehi City.

Section 29.020. Criteria for Entering into a Development Agreement.

The city may enter into a development agreement only if the development agreement:

- A. Has been duly adopted by the City Council in accordance with the provisions of this chapter.
- B. The proposed development to which the development agreement pertains is in conformity with the general plan, zoning district regulations, and other applicable requirements of the City.
- C. The proposed development subject to the agreement contains outstanding features that advance the policies, goals and objectives of Lehi City, or the property owner agrees to provide capital improvements that exceed the development's proportionate share of the costs of the facilities needed to service the development, which hereby advance the provision of facilities to serve Lehi City.

PROPERTY HISTORY

July 14, 2026

The Walker Zone Change request was tabled, and direction was given to the applicant to work with City Staff on a Development Agreement.

REPORT ANALYSIS

The applicant requests approval of a development agreement for the property located at 915 W State Street. This is to allow certain uses while limiting others on the property for future heavy commercial development.

The proposed development agreement would allow the property owner to move forward with the zone change to Heavy Commercial while placing limitations on the allowed uses and development of the property. Additionally, vehicular access will be limited to only State Street. The agreement includes details on the landscape buffering that matches Chapter 12 of the Development Code and provides an allowance for a landscape berm if agreed upon by the adjacent owners on Trinnaman Lane. Finally, the agreement stipulates that a final site plan must be received and approved within two years of the effective date of the development agreement.

The DRC had two redline comments, including:

1. Written approval must be submitted and verified prior to approval. (for landscape berm in 1.4)
2. Is this referring to all neighbors or just the ones the share a property line? (for landscape berm in 1.4)

Please consider all DRC comments in your motion.

POSSIBLE MOTIONS AND FINDINGS

The City Council may move to approve, modify, or deny the proposed Development Agreement. Any motion should include findings. Possible findings include:

1. The proposed Development Agreement aligns/does not align with the goals and policies of the General Plan.
2. Additional findings based upon information presented during the public hearing.

PLANNING COMMISSION RECOMMENDATION

The Planning Commission reviewed the proposed concept plan on August 13, 2026. The minutes and motion from this meeting are as follows:

ESTATE OF NANCY ANN WALKER DEVELOPMENT AGREEMENT

This DEVELOPMENT AGREEMENT (the “*Agreement*”) effective as of the date the last Party signs below (“*Effective Date*”) by and among Lehi City, a political subdivision of the State of Utah (“*City*”) and Deborah J. Walker as personal representative of the Estate of Nancy Ann Walker (the “*Owner*”). The City and the Owner are hereinafter referred to individually as a “*Party*” and collectively as the “*Parties*” as the context permits or requires.

RECITALS

A. City, acting pursuant to its authority under Municipal Land Use, Development, and Management Act, Utah Code Ann. §§ 10-9a-101, -803, as amended, and in furtherance of its land use policies, goals, objectives, ordinances, and regulations of Lehi City, in the exercise of its legislative discretion, has elected to approve and enter into this Agreement.

B. Owner has a legal interest in certain real property, as described in *Exhibit “A”* attached hereto (the “*Property*”).

C. On July 14, 2026 the City Council held a discussion regarding uses of the Property and their willingness to pursue a development agreement that would allow uses other than those currently allowed in the R-1-8 Zoning of the property.

D. Owner acknowledges that the ~~Heavy Commercial (“C-H”) R-1-8~~ zoning designation is being modified through this Agreement and that the limitations contained herein are material conditions of the zoning amendment.

E. City and the Owner acknowledge that the terms of this Agreement shall be enforceable and the rights of the Owner relative to the Property shall vest only if the City Council, in its sole legislative discretion, approves this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises, covenants, and provisions set forth herein, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

ARTICLE 1

1.1 As a condition of this Agreement, the City agrees to ~~process a zoning amendment for the Property from the~~ allow certain commercial uses as shown in Exhibit B within the current R-1-8 Residential Zone ~~to the C-H Zone. Notwithstanding the R-1-8 zoning designation, The Parties acknowledge and agree that, notwithstanding the C-H zoning designation applied to the Property,~~ the Owner’s development rights under this Agreement shall be limited exclusively to ~~only~~ those uses specifically identified on *Exhibit “B”* attached hereto (the “*Approved Uses*”). No other uses ~~otherwise permitted or conditionally permitted within the C-H Zone~~ shall be allowed on the Property unless this Agreement is amended in writing and approved by the City in accordance with applicable law. The limitation of uses contained herein is intended to mitigate

potential impacts associated with ~~the C-H zoning designation~~ the commercial development and shall be a condition of the zoning amendment and shall run with the land.

1.2 The City agrees, and this Agreement confirms, that the Approved Uses as shown highlighted on ***Exhibit “B”*** shall be allowed on the Property, subject to the terms and conditions of this Agreement and all other applicable requirements of the Lehi City Development Code. The Approved Uses ~~shall~~ not include the any outsideoutdoor storage of materials, equipment, or goods, or other items.

1.3 Vehicular access to Trinnaman Lane or 1850 North shall not be permitted except as may be required by applicable fire code. This limitation is intended to reduce potential impacts to the surrounding residential area. The preferred access to the property shall be provided through a shared driveway located on the southeast side of the property, subject to UDOT approval.

1.4 The Owner shall obtain site plan approval through the City’s development process for the Approved Uses and meet all other applicable requirements of the Development Code and Design Standards and Public Improvements Specifications Manual including the buffering and screening requirements found in Chapter 12 of the Lehi City Development Code. The site plan shall include the following items:

1.4.1 a minimum twelve-foot (12’) landscaped buffer along Trinnaman Lane, together with an eight-foot (8’) high masonry or concrete wall;

1.4.2 a seven-foot (7’) landscaped buffer and an eight-foot (8’) high concrete or masonry wall along the eastern boundary adjacent to residential property. Those requirements include, but are not limited to, installation of an 8-foot-tall masonry or concrete wall where the Property is adjacent to an existing residential use, as well as all required landscaping. In lieu of the eight foot wall, a landscape berm may be installed with the approval of the adjacent neighbors on Trinnaman Lane.

1.4.3 30 trees per site acre, as required by the Development Code.

1.4.4 buildings shall be designed so that no windows located more than twelve feet (12’) above finished grade face the adjacent residential property to the east.

1.4.5 trash enclosure(s) shall be located as far as reasonably practicable from the adjacent residential property.

1.4.6 All parking areas shall be constructed of a hard-surface material approved by the City.

1.4.7 All landscaping shall be installed and maintained in a healthy and attractive condition in accordance with applicable City standards.

1.4.1.5 As part of this agreement, the City agrees to allow exceptions to the Urban Village Design Standards so that the buildings may be oriented toward State Street, and to allow parking between the buildings and the street.

~~4.5~~1.6 This Agreement and Owner's right to use the Property for the Approved Uses shall begin on the Effective Date and expire only upon termination of this Agreement.

~~4.6~~1.7 This Agreement will terminate without further action by either party if Owner has not received site plan approval for the Approved Uses within two years of the Effective Date of this Agreement (the "***Termination Date***").

ARTICLE 2

3.1 Breach and Cure. Any material failure by any Party to perform any term or provision of this Agreement, which breach continues uncured for a period of ten (10) days following written notice of such failure from the non-defaulting Party, unless such period is extended by written mutual consent, shall constitute a default under this Agreement. Any notice given pursuant to the preceding sentence shall specify the nature of the alleged breach and, where appropriate, the manner in which said breach satisfactorily may be cured. If the nature of the alleged breach is such that it cannot reasonably be cured within such 10-day period, then the commencement of the cure within such time period, and the diligent prosecution to completion of the cure thereafter, shall be deemed to be a cure within such 10-day period. Upon the occurrence of an uncured breach or default under this Agreement as described above, the non-defaulting party may terminate this Agreement by written notice to the breaching party, and the non-defaulting Party may pursue any and all available legal or equitable remedies.

ARTICLE 3

4.1 Indemnification. Owner agrees to indemnify, hold harmless and defend the City from and against any and all loss, damage, or expense which the City may suffer or for which the City may be held liable by reason of any injury (including death) or damage to any property to the extent arising out of the Owner's breach of this Agreement. This indemnity provision shall not apply to claims arising from or attributable to the negligence or intentional conduct of the City.

4.2 No Agency, Joint Venture or Partnership. It is specifically understood and agreed to by and between the Parties that this Agreement does not create any form of agency relationship, joint venture, or partnership expressed or implied between them.

4.3 Severability. If any term or provision of this Agreement, or the application of any term or provision of this Agreement to a particular situation, is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining terms and provisions of this Agreement, or the application of this Agreement to other situations, shall continue in full force and effect unless amended or modified by mutual consent of the Parties.

4.4 Other Necessary Acts. Each Party shall execute and deliver to the other any further instruments and documents as may be reasonably necessary to carry out the objectives and intent of this Agreement.

4.5 Construction/Interpretation. The Parties acknowledge that each has had the opportunity to have this Agreement reviewed and revised by legal counsel and no presumption or rule that ambiguities shall be construed against the drafting Party shall apply to the interpretation or enforcement of this Agreement.

4.6 Other Miscellaneous Terms. The singular shall include the plural; the masculine gender shall include the feminine; “shall” is mandatory; “may” is permissive.

4.7 Waiver. No action taken by any Party shall be deemed to constitute a waiver of compliance by such Party with respect to any representation, warranty, or condition contained in this Agreement. Any waiver by any Party of a breach of any provision of this Agreement shall not operate or be construed as a waiver by such Party of any subsequent breach, except as outlined in Article 4.1 above.

4.8 Utah Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Utah.

4.9 Covenant of Good Faith and Fair Dealing. Each Party shall use its best efforts and take and employ all necessary actions in good faith consistent with this Agreement to ensure that the rights secured by the other Parties through this Agreement can be enjoyed.

4.10 Representations. Each Party hereby represents and warrants to ~~each other~~ each Party that the following statements are true, complete and not misleading as regards the representing warranting Party;

(a) Such Party is duly organized, validly existing and in good standing under the laws of the state of its organization.

(b) Such Party has full authority to enter into this Agreement and to perform all of its obligations hereunder. The individual(s) executing this Agreement on behalf of such Party do so with the full authority of the Party that those individual(s) represent.

(c) This Agreement constitutes the legal, valid and binding obligation of such Party enforceable in accordance with its terms, subject to the rules of bankruptcy, moratorium and equitable principles.

4.11 No Third-Party Beneficiaries. This Agreement is between the City and the Owner. No other party shall be deemed a third-party beneficiary or have any rights under this Agreement.

4.12 Force Majeure. No liability or breach of this Agreement shall result from delay in performance or nonperformance caused, directly or indirectly, by circumstances beyond the reasonable control of the Party affected (“*Force Majeure*”), including, but not limited to, fire, extreme weather, terrorism, explosion, flood, war, power interruptions, pandemics and related governmental restrictions or actions, the act of other governmental bodies, accident, labor trouble or the shortage or inability to obtain material, service, personnel, equipment or transportation, failure of performance by a common carrier, failure of performance by a public utility, or vandalism.

4.13 Notices.

Any notice or communication required hereunder between the parties must be in writing, and may be given either personally or by registered or certified mail, return receipt requested. If given by registered or certified mail, such notice or communication shall be deemed to have been

given and received on the first to occur of (i) actual receipt by any of the addressees designated below as the Party to whom notices are to be sent, or (ii) five (5) days after a registered or certified letter containing such notice, properly addressed, with postage prepaid, is deposited in the United States mail. If personally delivered, a notice shall be deemed to have been given when delivered to the Party to whom it is addressed. Any Party may at any time, by giving ten (10) days written notice to the other Party, designate any other address to which notices or communications shall be given. Such notices or communications shall be given to the Parties at their addresses set forth below:

If to the City:
The Honorable Mayor Paul Binns
Lehi City
131 North 100 East
Lehi, UT 84043

With Copies to:
Teisha Wilson
Lehi City Recorder
131 North 100 East
Lehi, UT 84043

If to Owner:
Estate of Nancy Walker – Deborah J/ Walker (Personal Representative)
Address?

4.14 Entire Agreement, Counterparts and Exhibits. Unless otherwise noted herein, this Agreement is the final and exclusive understanding and agreement of the Parties and supersedes all negotiations or previous agreements between the Parties with respect to all or any part of the subject matter hereof. All waivers of the provisions of this Agreement shall be in writing and signed by the appropriate authorities of City and Owner. This Agreement may only be modified as mutually agreed by both Parties in a writing signed by appropriate authorities of City and Owner.

4.15 Non-Assignability; Agreement to Run with the Land. This Agreement shall not be assignable by Owner except upon the express written consent of the City in its reasonable discretion; provided however, that Owner may fully assign this Agreement to its corporate parent, a corporate affiliate or a subsidiary. Notwithstanding the foregoing, once executed, this Agreement will be a covenant that runs with the land and will be recorded against the Property.

[Remainder of page intentionally left blank; signature page to follow]

IN WITNESS WHEREOF, this Agreement has been entered into by and between City, and Owner as of the Effective Date.

LEHI CITY CORPORATION

By: Paul Binns
Its: Mayor

Date:

ATTEST:

Teisha Wilson
City Recorder

The Estate of Nancy Ann Walker

By: Deborah J. Walker
Its: Personal Representative

Date: __

STATE OF UTAH)
 ss:
COUNTY OF _____)

On this _____ day of _____, 2026 before me, _____ a notary public, 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 is the _____ of ??? and that said document was signed by him in behalf of said Company by Authority of its operating agreement, or member or manager consent, and said _____ acknowledged to me that said Company executed the same.

Witness my hand and official seal.

Notary Public

(notary seal)

Exhibit "A"

Property Legal Description

COM N 1068.445 FT & W 1451.202 FT FROM THE S 1/4 COR SEC 5, T5S, R1E, SLB&M; S 67 DEG 15' 0" W 363.33 FT; N 23 DEG 0' 0" W 447.966 FT; N 67 DEG 29' 0" E 69.323 FT; S 71 DEG 9' 0" E 49.3 FT; ALONG A TANGENT CURVE TO THE RIGHT (RADIUS = 897.366, ARC = 415.8 FT); S 38 DEG 58' 57" E 80.718 FT TO THE POB. AREA 2.581 AC.

Tax ID #: 12:017:0010

Exhibit “B”

Allowed Uses

USE	C-H
RESIDENTIAL USES	
Dwelling Unit for caretaker/security guard (For caretaker and immediate family only)	P
PUBLIC/CIVIC USES	
Churches (places of worship)	P
Golf Courses, Country Clubs, Driving Ranges, and Putting Greens	P
Parks, Playgrounds, Sports Fields and Courts, Open Space, Trails and Greenways	P
Public/Civic Buildings or Structures	P
Schools	P
Transit Station	P
COMMUNICATION & UTILITIES	
Communication Facilities and Towers [See Sec.12.140]	C
Renewable Energy System (Solar and Small Wind Energy Systems – see Chapter 19)	P
COMMERCIAL/NONRESIDENTIAL USES	
Accessory uses incidental to an authorized use	P
Adult Daycare	P
Artisan Shop	P
Athletic Instruction	P
Automobile Accessories Installation and Service	P
Automobile Service and Repair	P
Bakery, Retail	P
Building and Property Maintenance Services	P
Building Materials Supply Store	P
Check Cashing, Title Loans & other Credit Services [See Section 12.130-F]	C
Commercial Entertainment Facility	C

Commercial Recreational Facility	P
Construction Service	P
~~Crematory~~	~~P~~
Dog Care Facility	C
~~Drive-through facilities incidental to an allowed use~~	~~P~~
Equipment Sales and Rental	C
Hardware Store	P
Health Care Facility	P
Health/Fitness Club	P
Hobby Garages [See Sec. 12.130-L]	P
Indoor Shooting Range	P
Laboratory - Medical, Dental, Optical	P
Light Office/Warehouse Combination	P
Moving and Storage Facilities	C
Neighborhood Exchange Structures (see Section 12.250)	P
Office/Warehouse with no outside storage	P
Outdoor Sales and Display	P
~~Outdoor Storage of Materials, Products and Equipment incidental to an allowed use (excluding junk yards and salvage yards)~~	~~C~~
Personal Services	P
Pet Grooming Facility	P
Research and Development Facilities	P
Restaurant	P
Retail Sales, General	P
Schools - Vocational and Technical	P
Veterinary Office	P
MANUFACTURING	
~~Cabinet and Woodworking Shop~~	~~C~~

Light Manufacturing, Processing, and Assembly	C
~~Manufacturing, Processing, and Assembly~~	~~C~~
Printing and Publishing Facilities	P
~~Warehousing and Wholesale Distribution~~	~~C~~
~~Welding Shop~~	~~C~~
RESOURCE PRODUCTION	
Agriculture (Horticulture)	P

Notes:

P = Uses allowed as a Permitted Use.

C = Uses allowed as a Conditional Use. Uses not identified as either a Permitted or Conditional Use are deemed to be prohibited.

**Walker Development Agreement
DRC Redline Comments**

Lehi City – Requests review of the **Nancy Walker Development Agreement** on 2.581 acres of property located at 915 W State Street, allowing certain restricted Heavy Commercial uses on the property and other site restrictions for commercial development.

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

Assigned Planner: Jacob Curtis

Representatives of the Applicant Present: Lawrence Snow, Debbie Walker

Date of Plans Reviewed: 7/29/26

Time Start: 3:06 pm

Time End: 3:08 pm

DRC REDLINE COMMENTS:

Glade – Power: No comments

Brad – Fiber: No comments

Garion – Fire: No comments

Ryan – Water/Sewer: No comments

James – Parks:

1. Written approval must be submitted and verified prior to approval.

Gary S. – Building/Inspections: No comments

Shelbey – Public Works: No comments

Gary E. – Engineering:

2. Is this referring to all neighbors or just the ones the share a property line?

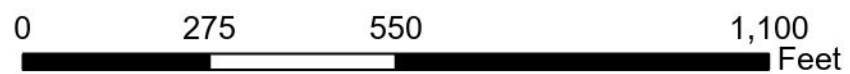
Matt – Traffic: No comments

Kim – Planning: No comments

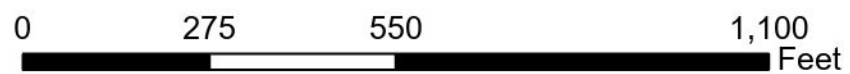
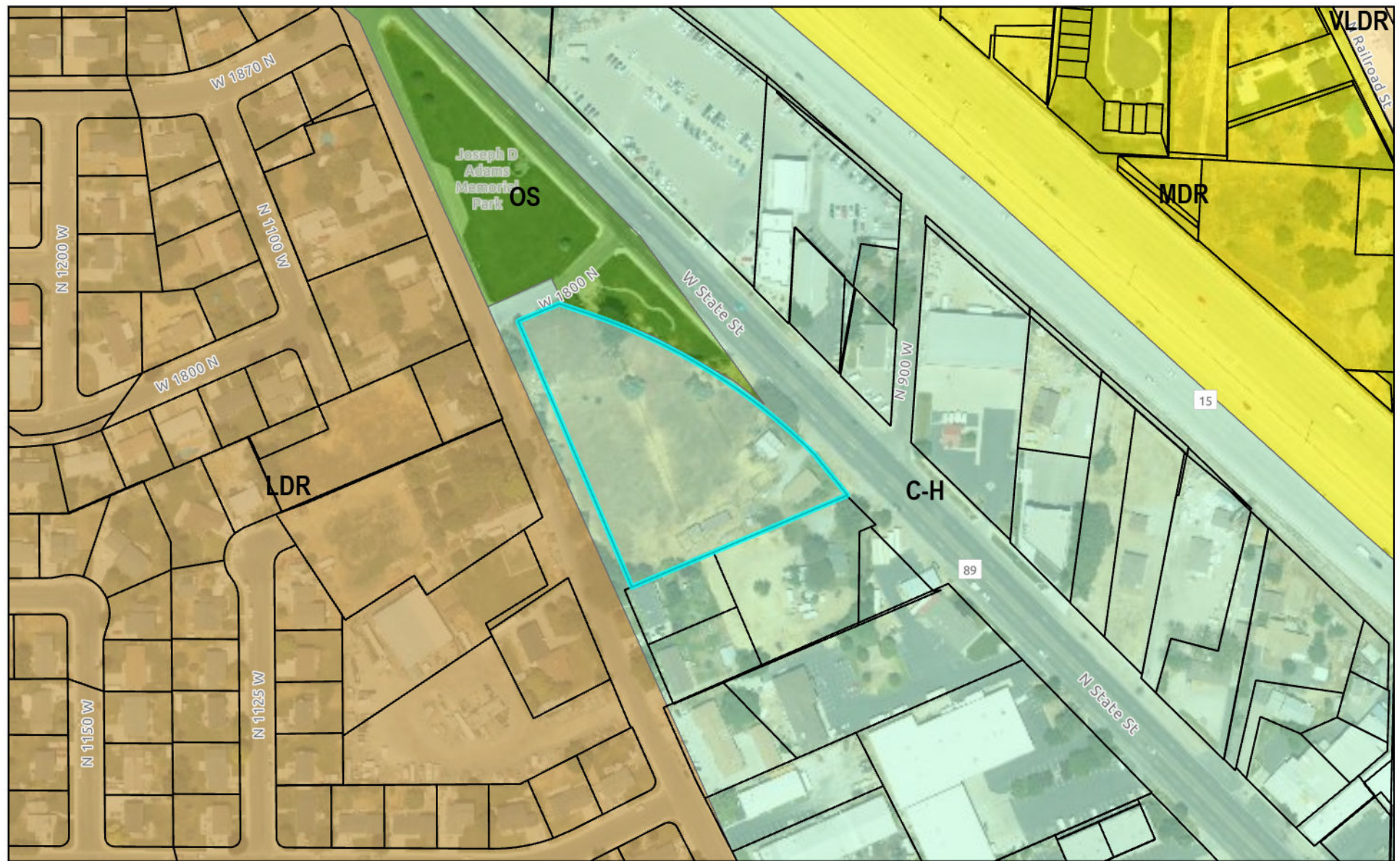
THIS ITEM WILL BE SCHEDULED FOR PLANNING COMMISSION ON AUGUST 13, 2026.

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.

Aerial

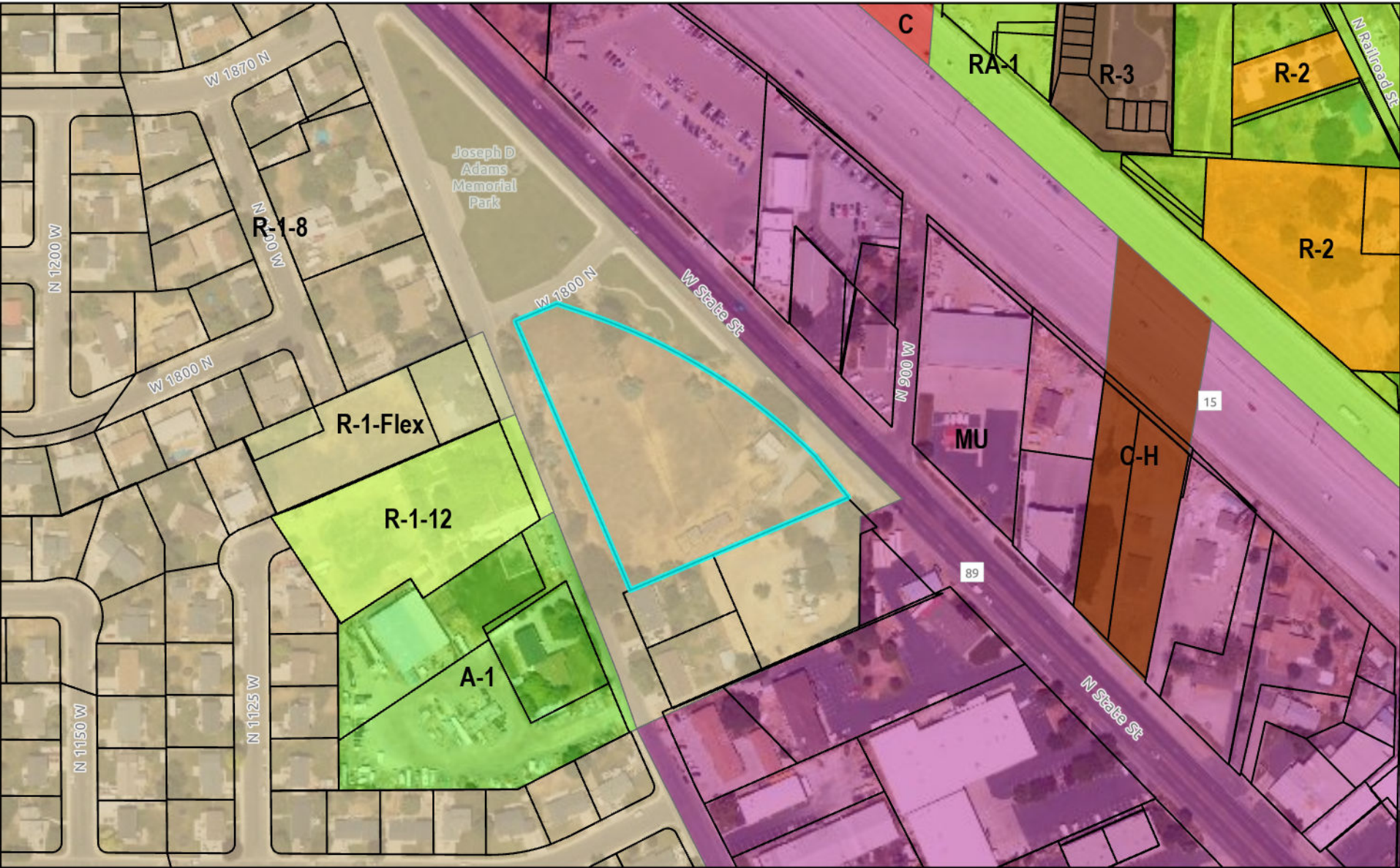


General Plan



Walker Development Agreement

Zoning



City Council Agenda Item Report

Meeting Date: September 22, 2026

Submitted By: Katie Bussell

Submitting Department: Planning Division

Item Type: Ordinance

Agenda Section: Regular Agenda

Subject:

Consideration of Ordinance #40-2026, approving the Nelson Zone Change, changing the zone from TH-5 to A-1 located at 1193 North 2300 West.

Summary:

Attachments:

[Ord 40-2026.docx](#)

[CC Packet Nelson Zone Change 09.22.26.pdf](#)



ORDINANCE NO: 40-2026

**AN ORDINANCE APPROVING A ZONE DISTRICT DESIGNATION
AMENDMENT AND ZONING DISTRICT MAP AMENDMENT
LOCATED AT APPROXIMATELY 1193 NORTH 2300 WEST**

WHEREAS, Nick Nelson, applicant for property located at approximately 1193 North 2300 West and further described by the legal description attached as Exhibit “A”, has applied for an amendment to the Zone District and Zoning District Map; and

WHEREAS, the applicant seeks to have said parcel designated as A-1; and

WHEREAS, following a public hearing on August 27th, 2026, the Lehi City Planning Commission reviewed the proposed Zoning District Designation and Zoning District Map amendment and forwarded it to the City Council to decide on the proposed amendment; and

WHEREAS, on September 22nd, 2026, the Lehi City Council held a duly noticed meeting to receive public comment and ascertain the facts regarding this matter, which facts and comments are found in the hearing record and which include the staff report, minutes from the Planning Commission meeting of August 27th, 2026; and

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

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

PART I:

The Zone District Designation and the Zoning District Map of the property described on Exhibit “A” are hereby amended to A-1.

PART II:

A. If a provision of this Ordinance -2026 conflicts with a provision of a previously adopted ordinance concerning the same title, chapter, and/or section number amended herein, the

provision in this Ordinance shall prevail.

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

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

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

Approved and Adopted by the City Council of Lehi City this 22nd day of September 2026.

ATTEST

Paul Binns, Mayor

Teisha Wilson, City Recorder

State of Utah
County of Utah

Subscribed and sworn/affirmed before me by

Name of Person

This ____ day of ____
Month Year

By_____
Notary Public

EXHIBIT “A”

NELSON ZONE CHANGE

PROPERTY DESCRIPTIONS BEFORE LOT LINE ADJUSTMENT

PARCEL 1

Commencing North 1219.19 feet and West 23.21 feet from the West quarter corner of Section 7, Township 5 South, Range 1 East, Salt Lake Base & Meridian; running thence North 00°46’32” West 121.55 feet; thence South 88°58’05” East 284.16 feet; thence South 00°34’01” East 121.22 feet; thence North 89°02’00” West 283.71 feet to the place of beginning.

PARCEL 2

Commencing North 1222.43 feet and West 16.55 feet from the West quarter corner of Section 7, Township 5 South, Range 1 East, Salt Lake Base & Meridian; running thence South 88°56’43” East 277.04 feet; thence South 00°34’00” East 117.09 feet; thence South 89°05’57” West 240.13 feet; thence West 36.34 feet; thence North 00°46’32” West 125.97 feet to the place of beginning.

PARCEL 3

Commencing South 1291.20 feet and East 8.34 feet from the Northeast corner of Section 12, Township 5 South, Range 1 West, Salt Lake Base and Meridian; running thence South 00°40’03” East 118.43 feet; thence South 88°56’43” East 9.37 feet; thence South 00°46’32” East 125.97 feet; thence West 381.07 feet; thence North 00°00’28” West 250.03 feet; thence South 89°09’00” East 368.69 feet; thence South 09°53’45” East 0.008 feet to the place of beginning.

NELSON ZONE CHANGE

CITY COUNCIL REPORT

Applicant	Nick Nelson	
Meeting Date	September 22, 2026	
Requested Action/Purpose	Approval of a proposed zone change	
Location	1193 North 2300 West	
Project Area	2.13 acres	
Existing Zoning	TH-5 (Transitional Holding)	
Proposed Zoning	A-1	
Existing General Plan Land Use Designation	Very Low-Density Residential Agriculture (VLDRA)	
Adjacent Zoning and Land Use	<i>North</i>	R-1-22 Single-family homes
	<i>South</i>	TH-5 Agrarian
	<i>East</i>	A-1 Agrarian
	<i>West</i>	R-1-22 Single-family homes
Date of DRC Review	August 5 th , 2026	
Date of Planning Commission Review	August 27 th , 2026	
Assigned Planner	Katie Bussell	

REQUIRED ACTION

Planning Commission	Review and recommendation
City Council	Final approval

APPLICABLE DEVELOPMENT CODE REGULATIONS

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

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

APPLICABLE GENERAL PLAN GOALS AND POLICIES

VERY LOW DENSITY RESIDENTIAL AGRICULTURAL (VLDRA)

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

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

PROPERTY HISTORY

September 16, 2008

Property was annexed into Lehi City.

REPORT ANALYSIS

The applicant is seeking review and recommendation of a proposed zone change from TH-5 to A-1 located at 1193 North 2300 West. This zone change is to facilitate the construction of a single-family home on the property. The proposed A-1 zoning designation meets the General Plan Designation of VLDRA for the property. The property is around 2.1 acres, and the minimum zoning requirements for the A-1 zone is one acre. It also has 100 feet of frontage. Therefore, the property meets the minimum zoning requirement for the A-1 zone.

There were two redline comments from the DRC, including:

1. As a condition of recording the zone change ordinance and prior to submission of an application for preliminary subdivision, the owner needs to complete the required water dedication for the A-1 zone. The amount of culinary water is 0.45-acre feet per acre and the irrigation water is 3.24-acre feet per acre.

Please consider all DRC comments in your motion.

POSSIBLE MOTIONS AND FINDINGS

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

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

PLANNING COMMISSION RECOMMENDATION

The Planning Commission reviewed the proposed zone change on August 27th, 2026. The minutes and motion from this meeting will be included in the packet.

**Nelson Zone Change
DRC Redline Comments**

Nick Nelson- requests review of the **Nelson Zone Change**, changing the zone from TH-5 to A-1 located at 1193 North 2300 West.

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

Assigned Planner: Katie Bussel

Representatives of the Applicant Present: N/A

Date of Plans Reviewed: 7/28/26

Time Start: 1:35 PM

Time End: 1:45 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:

1. Add an address to the narrative, it is nice to know where we are looking at.

Shelby– Public Works: No comments

Gary E. – Engineering: No comments.

Matt – Traffic: No comments.

Kim – Planning:

2. As a condition of recording the zone change ordinance and prior to submission of an application for preliminary subdivision, the owner needs to complete the required water dedication for the A-1 zone. The amount of culinary water is 0.45-acre feet per acre and the irrigation water is 3.24-acre feet per acre.

Consistency with the elements of the Lehi City General Plan.

This area has a proposed A-1 designation on the General Plan.

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

From the Lehi City General Plan Land Use Element the following goals and policies related to development should be considered:

1. Maximize opportunities to create an overall pattern of planned and orderly development with a system of land uses, adequately and efficiently served by a balanced and energy-efficient system of transportation, and community services that are sensitive to the natural physical qualities of the area.
2. Provide diverse economic and employment opportunities and encourage multiple scales of commercial development to serve the needs of the region, the community, and individual neighborhoods.
3. Promote variety in commercial spaces, densities, and locations.

THIS ITEM WILL BE SCHEDULED FOR PLANNING COMMISSION ON AUGUST 27TH. (NEED ENVELOPES BEFORE SCHEDULING)

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.

Nelson Zone Change Application

Narrative

We are only proposing the zone change on the 1.75 acre parcel (see parcel map included in the last email). The reason we're proposing the zone change and how it is consistent with the general plan is because that portion of the property is currently in TH5 zoning. We would like to zone it to A1 so we can build our home and also purchase the water rights to be able to have access to Lehi City water.

Attached is the Aerial photo.

Thank you.

Nick Nelson
Property Description
Lehi, Utah
7-21-2026

PROPERTY DESCRIPTIONS BEFORE LOT LINE ADJUSTMENT

PARCEL 1

Commencing North 1219.19 feet and West 23.21 feet from the West quarter corner of Section 7, Township 5 South, Range 1 East, Salt Lake Base & Meridian; running thence North 00°46'32" West 121.55 feet; thence South 88°58'05" East 284.16 feet; thence South 00°34'01" East 121.22 feet; thence North 89°02'00" West 283.71 feet to the place of beginning.

PARCEL 2

Commencing North 1222.43 feet and West 16.55 feet from the West quarter corner of Section 7, Township 5 South, Range 1 East, Salt Lake Base & Meridian; running thence South 88°56'43" East 277.04 feet; thence South 00°34'00" East 117.09 feet; thence South 89°05'57" West 240.13 feet; thence West 36.34 feet; thence North 00°46'32" West 125.97 feet to the place of beginning.

PARCEL 3

Commencing South 1291.20 feet and East 8.34 feet from the Northeast corner of Section 12, Township 5 South, Range 1 West, Salt Lake Base and Meridian; running thence South 00°40'03" East 118.43 feet; thence South 88°56'43" East 9.37 feet; thence South 00°46'32" East 125.97 feet; thence West 381.07 feet; thence North 00°00'28" West 250.03 feet; thence South 89°09'00" East 368.69 feet; thence South 09°53'45" East 0.008 feet to the place of beginning.

PROPERTY DESCRIPTIONS AFTER LOT LINE ADJUSTMENT

TOTAL PROPERTY

Commencing at a point being located North 89°54'25" West along the Section line 360.74 feet and South 1286.21 feet from the Northeast corner of Section 12, Township 5 South, Range 1 West, Salt Lake Base and Meridian; thence South 89°08'58" East 369.07 feet; thence South 88°58'06" East 287.07 feet more or less to the westerly boundary of 2300 West Street; thence South 00°34'13" East along 2300 West Street 235.48 feet; thence South 89°05'57" West 249.37 feet; thence West 409.39 feet more or less to the easterly boundary of Plat "E", Colledge Farms Subdivision; thence along said Plat "E", the following two (2) courses: North 00°35'45" East 0.94 feet, North 00°04'30" East along said Plat "E", 249.10 feet more or less to the point of beginning.

Area = 160,550 sq.ft. or 3.69 Acres

PARCEL 1

Commencing at a point being located North 89°54'25" West along the Section line 360.74 feet and South 1286.21 feet from the Northeast corner of Section 12, Township 5 South, Range 1 West, Salt Lake Base and Meridian; thence South 89°08'58" East 369.07 feet; thence South 88°58'06" East 53.62 feet; thence South 156.60 feet; thence West 322.24 feet; thence South 87.00 feet; thence West 100.74 feet more or less to the easterly boundary of Plat "E", Colledge Farms Subdivision; thence along said Plat "E", the following two (2) courses: North 00°35'45" East 0.94 feet, North 00°04'30" East 249.10 feet more or less to the point of beginning.

Area = 75,352 sq.ft. or 1.75 Acres

PARCEL 2

Commencing at a point being located South 00°47'06" East 1412.93 feet and East 42.54 feet from the Northwest corner of Section 7, Township 5 South, Range 1 East, Salt Lake Base and Meridian; thence South 88°56'43" East 234.65 feet to the westerly boundary line of 2300 West Street; thence South 00°34'13" East along 2300 West Street 114.62 feet; thence South 89°05'57" West 249.37 feet; thence West 308.65 feet; thence North 87.00 feet; thence East 322.24 feet; thence North 35.86 feet to the point of beginning.

Area 55,933 sq.ft. or 1.28 Acres

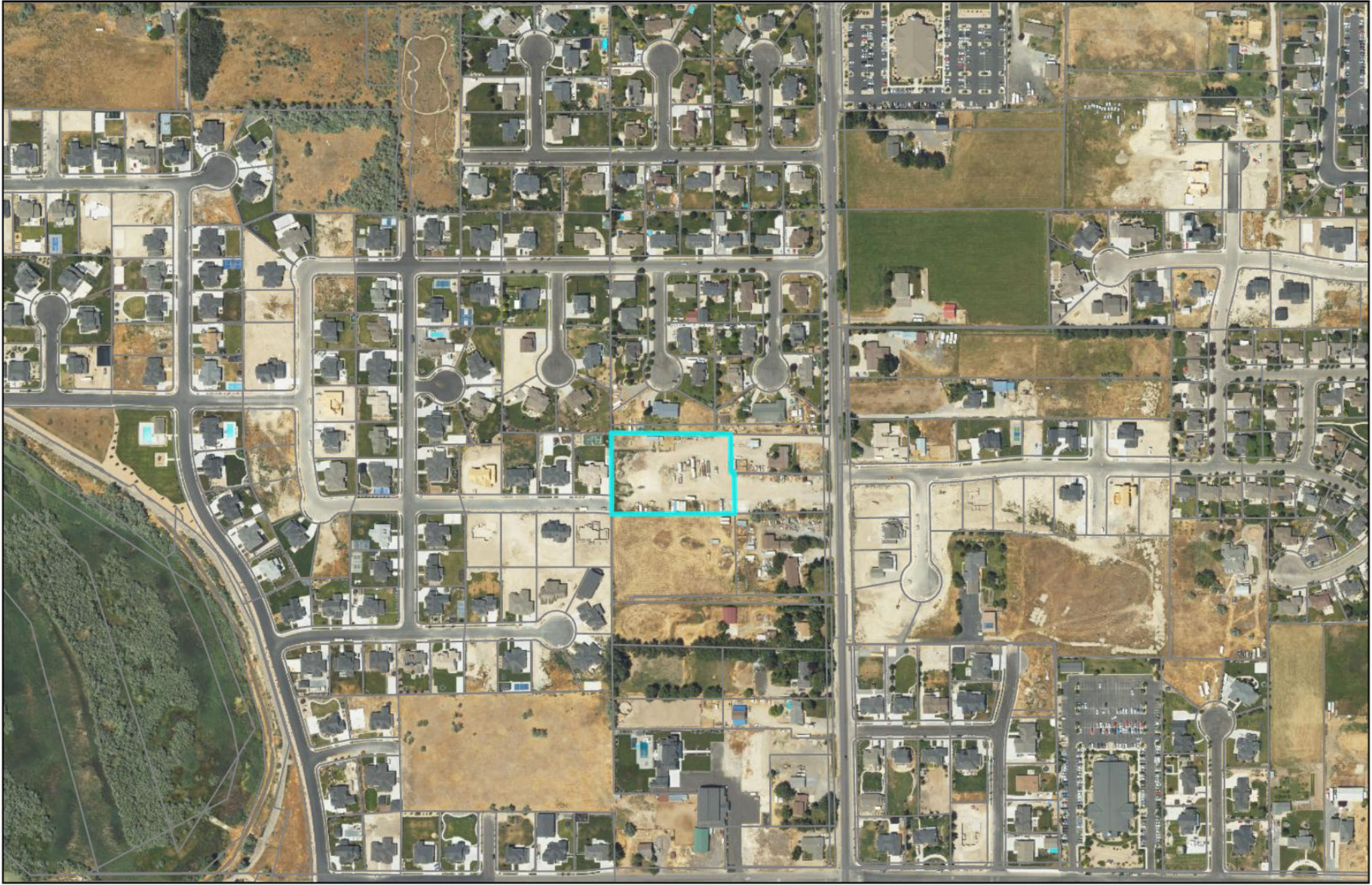
PARCEL 3

Commencing at a point being located South 00°47'06" East 1292.19 feet and East 44.21 feet from the Northwest corner of Section 7, Township 5 South, Range 1 East, Salt Lake Base and Meridian; thence South 88°58'06" East 233.45 feet to the westerly boundary line of 2300 West Street; thence South 00°34'13" East along 2300 West Street 120.86 feet; thence North 88°56'43" West 234.65 feet; thence North 120.74 feet to the point of beginning.

Area = 28,265 sq.ft. or 0.65 Acres

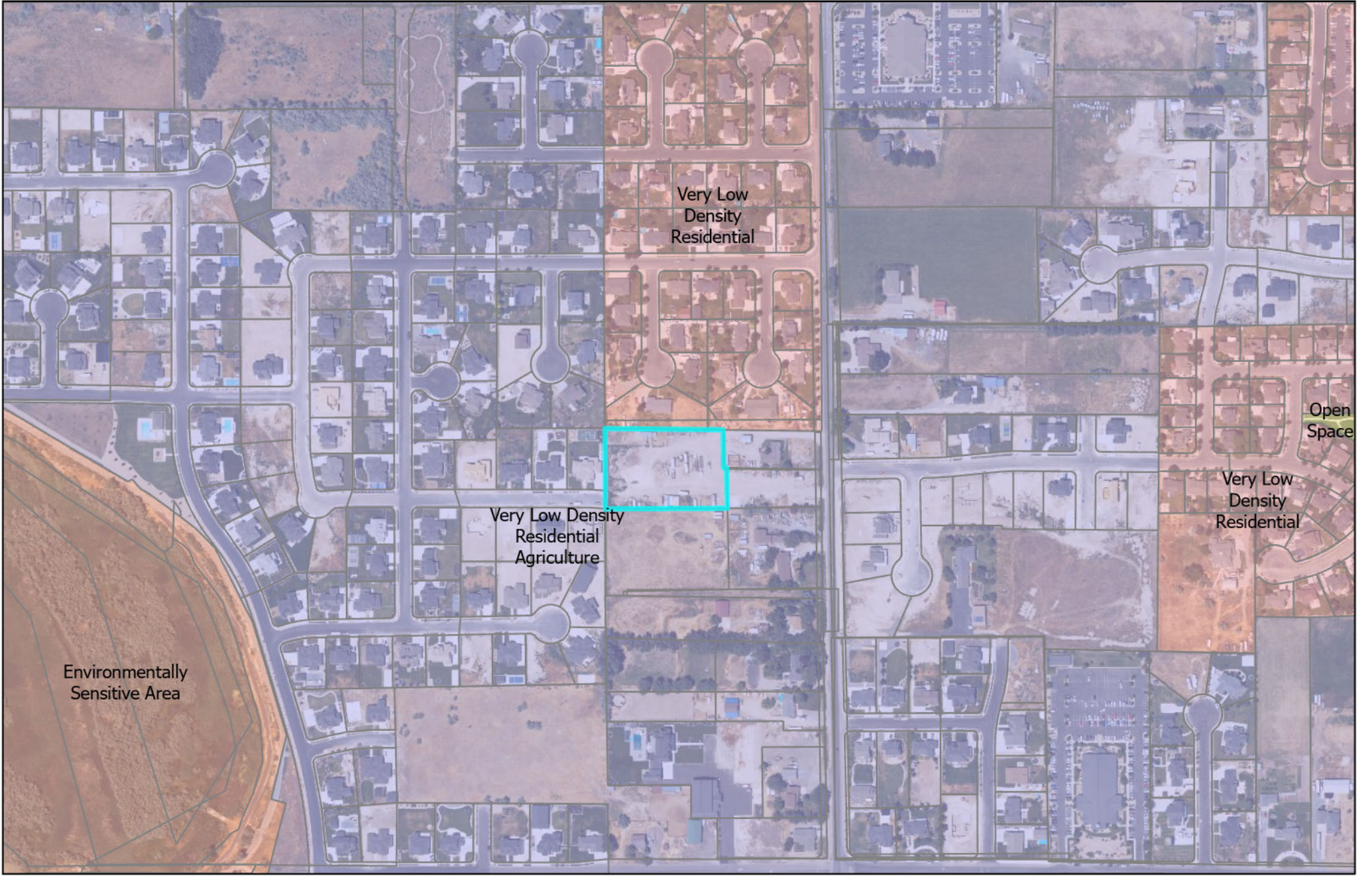
Nelson Zone Change

Aerial Map



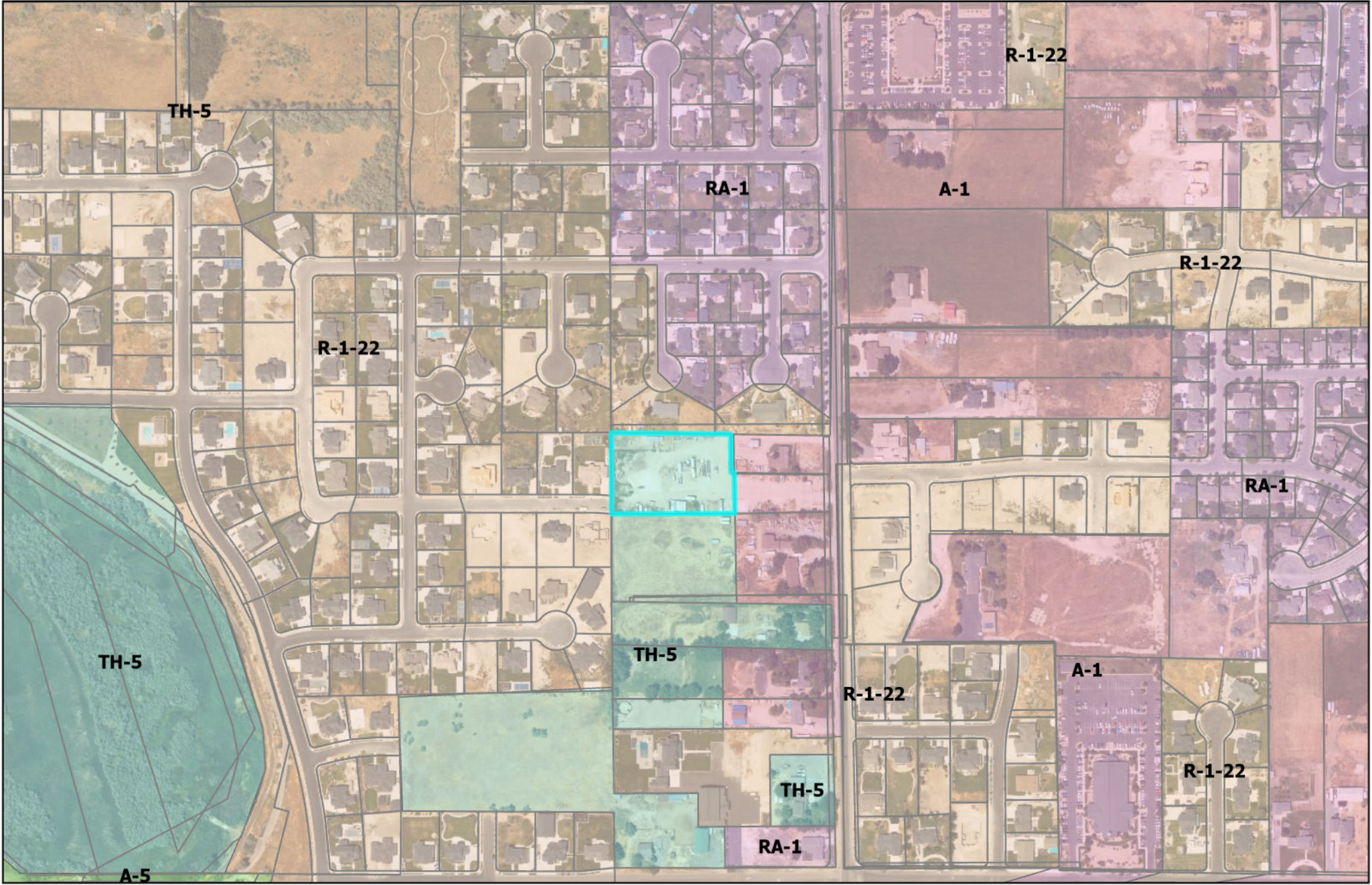
Nelson Zone Change

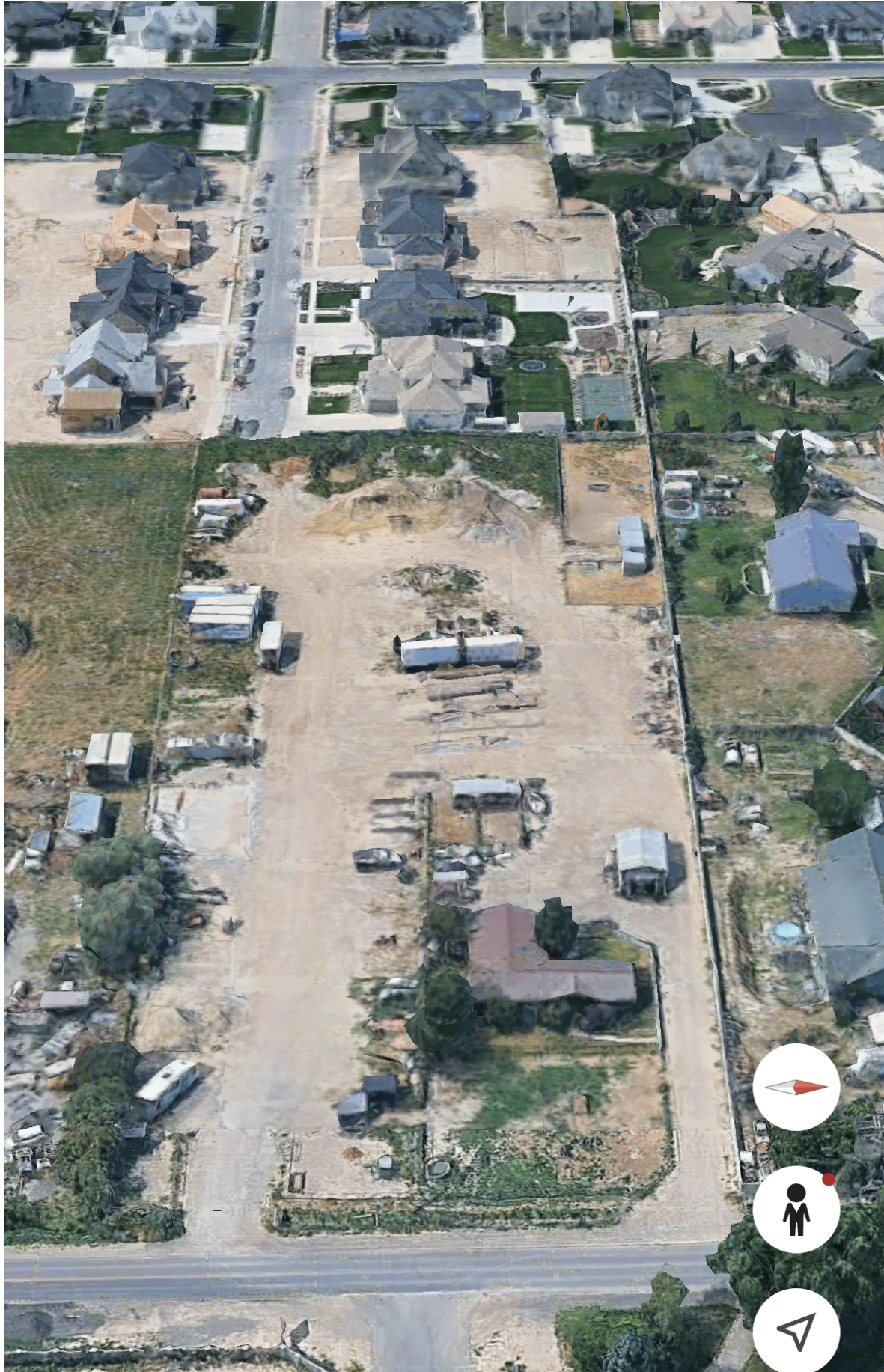
General Plan Map



Nelson Zone Change

Zoning









RA-1

R-1-22

A-1

TH-5

R-1-22

A-1



Very Low
Density
Residential

Very Low Density
Residential
Agriculture

City Council Agenda Item Report

Meeting Date: September 22, 2026

Submitted By: Jacob Curtis

Submitting Department: Planning Division

Item Type: Resolution

Agenda Section: Regular Agenda

Subject:

Consideration of Resolution #2026-54, approving a Resolution of Intent to Annex the Logan Annexation on 2.68 acres located at approximately 1300 S 1700 W.

Summary:

Attachments:

[Res 2026-54.docx](#)

[Logan 1.pdf](#)



RESOLUTION NO: 2026-54

**RESOLUTION OF INTENT OF LEHI CITY COUNCIL TO ANNEX REAL PROPERTY
("LOGAN" ANNEXATION)**

WHEREAS, the Lehi City Council has determined that a certain parcel of real property described in Exhibit A constitutes a portion of land contiguous to Lehi City Corporation and should be annexed to Lehi City Corporation; and

WHEREAS, the area to be annexed consists of one or more unincorporated islands or unincorporated peninsulas contiguous to the municipality, each of which has fewer than 800 residents; and

WHEREAS, Lehi City Corporation can provide one or more municipal-type services to the area; and

NOW THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. Pursuant to the provision of Section 10-2-418 of the Utah Code, the Lehi City Council hereby intends to annex the parcels of real property owned by Danny Logan, consisting of approximately 2.68 acres, and further described by Attachment "A".
2. Staff is directed to publish notice of this proposed annexation in a newspaper of general circulation within Lehi City, once a week for three successive weeks. Said notice shall comply with the requirements of Section 10-2-418(2)(b) of the Utah Code.
3. This Resolution shall be effective upon the date of its adoption.

PASSED AND APPROVED by the City Council of Lehi City, Utah this 22nd day of September, 2026.

ATTEST

Paul Binns, Mayor

Teisha Wilson, City Recorder

State of Utah
County of Utah

Subscribed and sworn/affirmed before me by

Name of Person

This ____ day of _____
Month Year

By _____
Notary Public

Exhibit A

NOTICE OF INTENT TO ANNEX REAL PROPERTY

Notice is hereby given that Lehi City Corporation has adopted a resolution indicating its intent to annex real property owned by Danny Logan, located at approximately 1300 S 1700 W, Lehi, Utah, consisting of approximately 2.68 acres, and further described as follows:

Legal Description:

ANNEXATION DESCRIPTION

Beginning at a point on West line of MELLOR-FORREST ANNEXATION which is North 89°44'01" East 296.78 feet along the section line and South 1666.16 feet from North Quarter Corner of Section 19, Township 5 South, Range 1 East, Salt Lake Base and Meridian: thence along MELLOR-FORREST ANNEXATION the following three courses 1) South 15°04'34" East 0.73 feet; 2) South 00°07'04" East 397.16 feet; 3) South 03°23'17" West 259.42 feet; thence along Boundary Line Agreement Entry 10838:2015 the following three courses 1) North 89°27'06" West 93.51 feet; 2) North 86°27'14" West 104.55 feet; 3) North 87°41'06" West 2.20 feet; thence along CLARK MEADOWS ANNEXATION the following three courses 1) North 00°01'21" West 301.18 feet; 2) South 89°38'34" East 62.61 feet; 3) North 00°25'09" East 342.34 feet; thence along FREEDOM ACRES ANNEXATION the following three courses 1) South 89°59'35" East 0.19 feet; 2) North 00°26'18" East 7.28 feet; 3) South 89°36'36" East 149.15 feet to the point of beginning.

A public hearing has been scheduled before the Lehi City Council on the 22nd day of September 2026, at 7 p.m. for the purpose of receiving public comment.

The Lehi City Council will annex the above-described parcels unless, at or before the public hearing, written protests to the annexation are filed by the owners of real property located within the area proposed for annexation covering a majority of the total private land area within the entire area proposed for annexation and also is equal to at least ½ the value of all private real property within the entire area proposed for annexation.

LOGAN ANNEXATION CITY COUNCIL REPORT

Applicant	Danny Logan		
Meeting Date	September 22, 2026		
Requested Action/Purpose	Acceptance of a resolution of intent to annex		
Location	Approximately 1300 S 1700 W		
Requested Zoning	R-1-22, TH-5		
General Plan Land Use Designation	VLDRA		
Acreage	0.5 acres (R-1-22), and 2.18 acres (TH-5)		
Existing Land Use	Single family residential		
Adjacent Zoning and Land Use	<i>North</i>	R-1-22	Church
	<i>South</i>	Unannexed land	Single family residential
	<i>East</i>	PF	Park/Open space
	<i>West</i>	R-1-22	Single family residential
Assigned Planner	Jacob Curtis		

REQUIRED ACTION

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

REPORT ANALYSIS

The applicant requests approval of the resolution of intent to annex property located at approximately 1300 South and 1700 West with proposed R-1-22 on 0.5 acres and TH-5 zoning on 2.18 acres. The applicant desires to annex the property into Lehi City. The proposed annexation will add a portion of an existing county island. This area has a general plan land use designation with the intent that it would annex into Lehi at some point.

The resolution of intent is the first step in the process of annexing. If approved, the annexation will go to the Planning Commission for review and recommendation on the zoning. The final public hearing and consideration will take place at the final City Council meeting.

The DRC reviewed the proposed annexation and had no critical issue concerns. The DRC comments were informative for the applicant.

POSSIBLE MOTIONS AND FINDINGS

The City Council may move to accept or deny the resolution of intent to annex. Any motion should include findings. Possible findings include:

1. The proposed application does/does not conform to the goals and policies of the General Plan.
2. Other findings as determined by the public hearing.

**Logan Annexation
DRC Redline Comments**

Danny Logan- requests review of the Logan Annexation located at approximately 1300 S 1700 W with R-1-22 zoning on 0.5 acres and TH-5 on the remaining 2.18 acres.

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

Representatives of the Applicant Present: Tony Trane

Assigned Planner: Jacob Curtis

Date of Plans Reviewed: 8/25/26

Time Start: 1:14 pm

Time End: 1:25 pm

DRC REPORT:

- 1. Critical Issues: None**
- 2. Location of existing and proposed City facilities- utilities are in 1700 W**
- 3. Zoning required or recommended- R-1-22 and TH-5**
- 4. Distances to schools/parks/shopping- Mellor-Rhodes park across the street
Dry Creek Elementary- 0.4 miles
Willowcreek Junior High- 1.65 miles
Lehi High School- 3 miles**
- 5. Transportation- 1700 W is a minor collector with protected bike lanes. Dry Creek trail on the south end of the property. Future trail would have 20' ROW.**

DRC GENERAL COMMENTS:

1. Power- There will need to be an RMP ATA for this. The north lot is on RMP
2. Water dedication has already been provided for the 0.5-acre portion zoned R-1-22. Additional water dedication will be required at the time the TH-5-zoned area is rezoned.
3. A Mylar copy of the annexation plat is required prior to scheduling the annexation for final City Council approval.
4. An annexation agreement will be required as part of the annexation process. The applicant is responsible to request a copy of the draft agreement prior to the final City Council meeting.
5. Dry Creek will need to be dedicated to the City at the time of development.

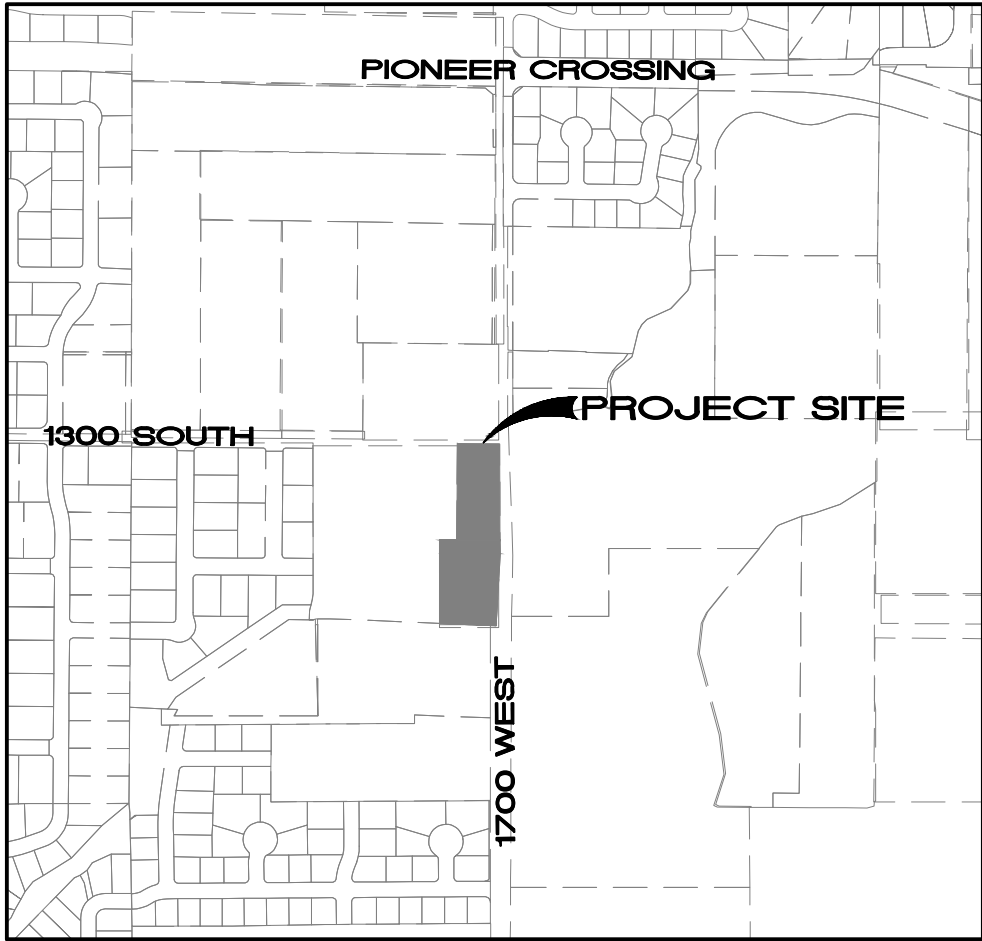
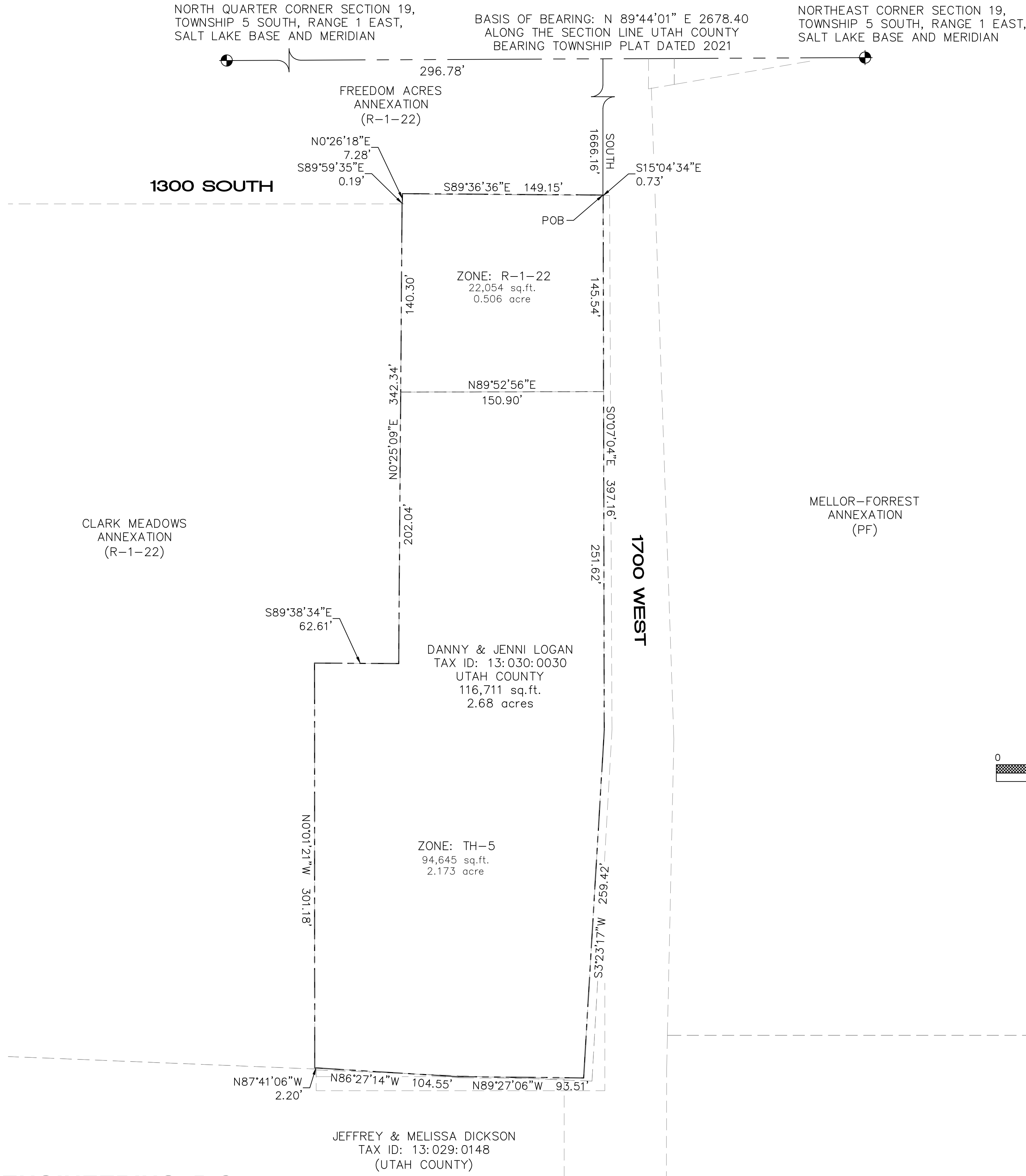
THIS ITEM IS SCHEDULED FOR CITY COUNCIL ON SEPTEMBER 22, 2026. PLANNING COMMISSION ON OCTOBER 8TH.

NEED ENVELOPES

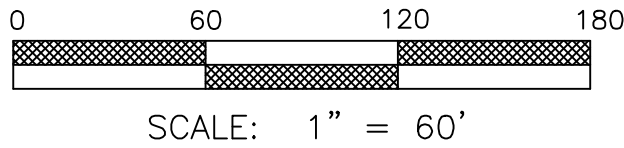
(PLANNING STAFF - REMEMBER TO SEND AN ELECTRONIC COPY OF THE ANNEXATION PLAT TO THE COUNTY SURVEYOR'S OFFICE FOR THEIR "PRE CHECK" AND REMEMBER TO CHECK NAME ON ANNEXATION PLAT THAT IT STAYS THE SAME THROUGHOUT THE PROCESS AND ON ALL LEGAL DOCUMENTS)

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

LOGAN ANNEXATION
LOCATED IN THE NORTHEAST QUARTER OF
SECTION 19, TOWNSHIP 5 SOUTH, RANGE 1 EAST,
SALT LAKE BASE AND MERIDIAN



VICINITY MAP



LEGEND

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

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

SURVEYOR'S CERTIFICATE

I, Travis Trane, do hereby certify that I am a Professional Land Surveyor and that I hold licence No. 5152741 in accordance with title 58, chapter 22 of the Professional Engineers and Land Surveyors licensing act, Utah code annotated, 1953 amended, I further certify that this is a true and accurate map of the tract of land to be annexed to Lehi City, Utah County, Utah.

ANNEXATION DESCRIPTION

Beginning at a point on West line of MELLOR-FORREST ANNEXATION, which is North 89°44'01" East 296.78 feet along the section line and South 1666.16 feet from North Quarter Corner of Section 19, Township 5 South, Range 1 East, Salt Lake Base and Meridian; thence along MELLOR-FORREST ANNEXATION the following three courses 1) South 15°04'34" East 0.73 feet; 2) South 00°07'04" East 397.16 feet; 3) South 03°23'17" West 259.42 feet; thence along Boundary Line Agreement Entry 10838:2015 the following three courses 1) North 89°27'06" West 93.51 feet; 2) North 86°27'14" West 104.55 feet; 3) North 87°41'06" West 2.20 feet; thence along CLARK MEADOWS ANNEXATION the following three courses 1) North 00°01'21" West 301.18 feet; 2) South 89°38'34" East 62.61 feet; 3) North 00°25'09" East 342.34 feet; thence along FREEDOM ACRES ANNEXATION the following three courses 1) South 89°59'35" East 0.19 feet; 2) North 00°26'18" East 7.28 feet; 3) South 89°36'36" East 149.15 feet to the point of beginning.

SURVEYOR

DATE

SURVEYOR'S SEAL

This plat has been reviewed by the County Surveyor and is hereby certified as a final local entity plat, pursuant to Utah Code Ann. 17-23-20 as amended

COUNTY SURVEYOR

DATE

COUNTY SURVEYOR'S SEAL

ACCEPTANCE BY LEGISLATIVE BODY

We, the duly elected Council of LEHI City, Utah, have received a request to initiate procedures for the annexation of the tract of land shown heron, which tract constitutes a portion of an existing island or peninsula within or contiguous to the City, and do hereby certify: (1) the Council has adopted a resolution setting forth its intent to annex the tract, provided notice and conducted hearings on the matter, and adopted an ordinance providing for the annexation of the tract to the City; all in accordance with the provisions of Section 10-2-418 Utah Code Annotated, as amended, and (2) that the Council does hereby approve and accept the annexation of the tract of land shown hereon as a part of Lehi City, to be Known here after as the Annexation.

DATED THIS _____ DAY OF _____, 2021.

Mayor

Council Member

Council Member

Council Member

Council Member

Council Member

City Recorder

RECORDER'S SEAL

FINAL LOCAL ENTITY PLAT

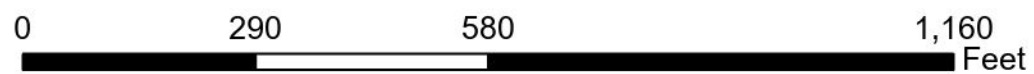
LOGAN
ANNEXATION

LEHI CITY, UTAH COUNTY, UTAH

SCALE 1" = 40 FEET

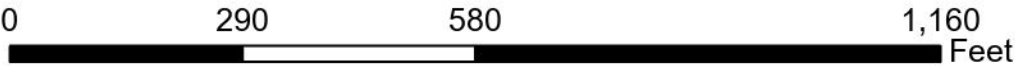
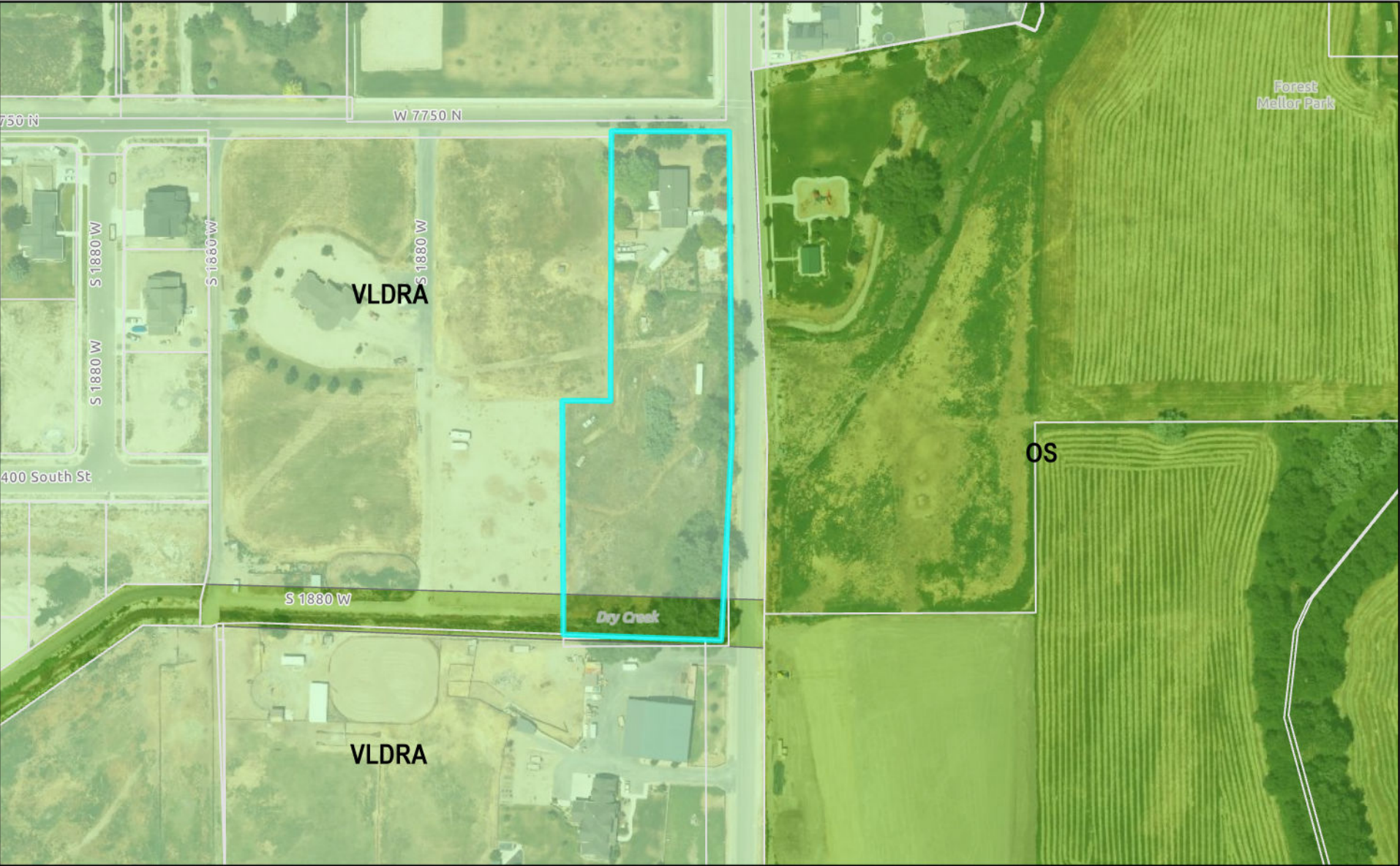
RECORDING INFORMATION

Aerial



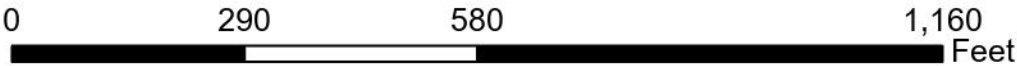
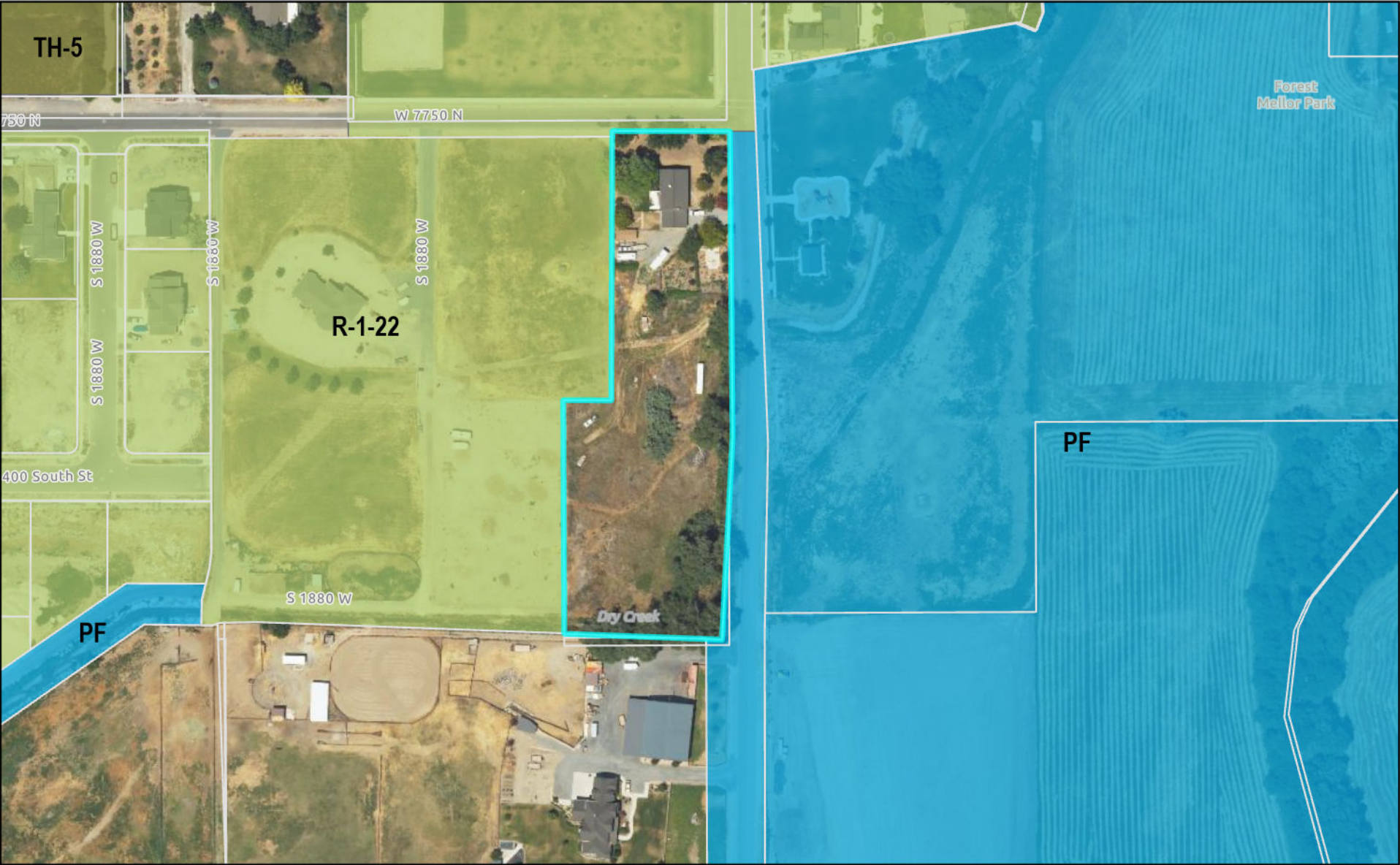
Logan Annexation

General Plan



Logan Annexation

Zoning



City Council Agenda Item Report

Meeting Date: September 22, 2026

Submitted By: Brittney Harris

Submitting Department: Planning Division

Item Type: Ordinance

Agenda Section: Regular Agenda

Subject:

Consideration of Ordinance #41-2026 approving an amendment to the Traverse Mountain Area Plan changing approximately 5 acres located at Timpanogos Highway and Mountain View Road from High Density Residential to Highway Commercial.

Summary:

Attachments:

[Ord 41-2026.docx](#)

[Traverse Mountain Area Plan Amendment Perry Highway Commercial.pdf](#)



ORDINANCE NO: 41-2026

**AN ORDINANCE APPROVING AND ADOPTING THE TRAVERSE
MOUNTAIN AREA PLAN AMENDMENT**

WHEREAS, the applicant desires to amend the Traverse Mountain Area Plan to change an area approximately at 633 West Sunrise Way from High Density Residential to Highway Commercial; and

WHEREAS, the Lehi City Council, acting pursuant to its authority and Utah Code, and in furtherance of its land use policies, goals, objectives, ordinances and other requirements, has made certain determinations with respect to the proposals for the Traverse Mountain Area Plan; all as set forth in that certain area plan designated as the Traverse Mountain Area Plan, a copy of which has been filed with the office of the Lehi City Planning Division;

WHEREAS, following a public hearing on August 27th, 2026, the Lehi City Planning Commission reviewed the proposed Area Plan Amendment and provided a negative recommendation that the City Council adopt the proposed request; and

WHEREAS, on September 22nd, 2026, the City Council held a duly noticed meeting to ascertain the facts regarding this matter, which facts and comments are found in the public record and which include the staff report, minutes from the Planning Commission meeting of August 27th, 2026, and the recommendation of the Planning Commission; and,

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

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

SECTION 1. The amended Area Plan together with all the attached exhibits, maps and supporting documents designated as the “Traverse Mountain Area Plan” dated September 22nd, 2026, copies of which are on file with the Planning Division of the Community Development Department, is hereby adopted as the Area Plan for the development of Traverse Mountain.

SECTION 2. Unless specifically modified by the Traverse Mountain Area Plan, the owner of the Subject Property or its assigned agents will be required to comply with all applicable requirements of Lehi City necessary for approval of the Project, including payment of fees and compliance with applicable ordinances, regulations, policies and procedures of Lehi City including but not limited to, the Lehi City Municipal Code, the Lehi City Development Code, and the Lehi City Design Standards and Public Improvements Specifications.

SECTION 3. The action of the City undertaken hereby is administrative in nature, falling within the general purpose and policy of the General Plan and zoning ordinances, and pursuant to the provisions of the Lehi City Development Code, and the obligations and requirements imposed on the City by ordinance and agreement.

SECTION 4. If a provision of this Ordinance 41 -2026 conflicts with a provision of a previously adopted ordinance concerning the same title, chapter, and/or section number amended herein, the provision in this Ordinance shall prevail.

SECTION 5. 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.

SECTION 6. This Ordinance adopting the Area Plan shall be effective immediately after being posted or published as required by law.

Approved and Adopted by the City Council of Lehi City this 22nd day of September 2026.

ATTEST

Paul Binns, Mayor

Teisha Wilson, City Recorder

TRAVERSE MOUNTAIN AREA PLAN AMENDMENT

CITY COUNCIL REPORT

Applicant	Perry Commercial
Meeting Date	September 22, 2026
Requested Action/Purpose	Approval of a proposed area plan amendment
Decision Type	Legislative
Location	Approximately 633 West Sunrise Way
Date of DRC Review	July 15, 2026
Date of Planning Commission Review	August 27, 2026
Assigned Planner	Brittney Harris
REQUIRED ACTION	
Planning Commission	Public hearing, review, and recommendation
City Council	Final Approval

APPLICABLE DEVELOPMENT CODE REGULATIONS

Section 11.010. Concept Plan – Applicability.

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 meeting to receive direction on project layout as well as discuss the procedure for approval, the specifications and requirements that may be required for layout of streets, drainage, water, sewerage, fire protection, and similar matters prior to the preparation of a more detailed preliminary subdivision plat.

Section 15.040. Effect of Area Plan Approval.

An Area Plan shall remain in effect as adopted by the City unless and until amended by an action of the City following the procedures for a General Plan amendment as identified in Chapter 04 of this Code. Further, and at the discretion of the City, an Area Plan may be adopted by the City, with an accompanying Development Agreement pursuant to Chapter 29 of this Code, identifying the terms of the agreement, including the effective period of the Area Plan and review and amendment procedures.

REPORT ANALYSIS

The applicant requests approval of a proposed area plan amendment to the Traverses Mountain Area Plan changing approximately five acres from High Density Residential to Highway Commercial at approximately 633 West Sunrise Way.

The other parcels on Sunrise Way are commercial uses including a bank and office building. This location off of Timpanogos Highway represents a good location for commercial uses.

The applicant is not proposing changing any other areas in the Traverse Mountain Area Plan.

If the change to Highway Commercial is not approved, this land with the land north would remain High Density Residential and there are 75 units that could be built on the land. The Traverse Mountain Area Plan specifies that density can be transferred within the same planning district.

POSSIBLE MOTIONS AND FINDINGS

The City Council may approve or deny the Traverse Mountain Area Plan Amendment. Any motion should include

findings. Possible findings include:

1. The proposed area plan amendment will change land next to Timpanogos Highway to Commercial creating a buffer for future residential uses.
2. The proposed area plan amendment is consistent with land uses to the east.
3. The proposed concept does/ does not conform to the goals and policies of the General Plan.
4. Other findings based upon information presented at the public hearing.

PLANNING COMMISSION RECOMMENDATION

The Planning Commission reviewed the proposed amendment to the Traverse Mountain Area Plan on August 27, 2026. The minutes and motion from that meeting shall be provided separately.

**Traverse Mountain Area Plan Amendment Highway Commercial
DRC Redline Comments**

Perry- requests review of a proposed amendment to the Traverse Mountain Area Plan changing the area located at Timpanogos Highway and Mountain View Road to Highway Commercial

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: 7/6/26

Time Start: 1:11pm

Time End: 1:11pm

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:

This will change land currently designated as High Density Residential to Commercial.

THIS ITEM WILL BE SCHEDULED FOR PLANNING COMMISSION ON AUGUST 13th

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.

PROPOSED AMENDMENT
Traverse Mountain Area Plan
Perry Planning Area Modifications

Summary

This minor Amendment to the Traverse Mountain Area Plan will provide more commercially zoned land with accompanying tax revenue for Lehi City. This change will provide a commercial user's services/goods to the Traverse Mountain community. This change will make the land use consistent to the parcel to the East.

1. Modifications to Perry D Planning Area

A new commercial component of Perry D shall be called Perry D2 Highway Commercial. This new portion of land is identified in Exhibit A.

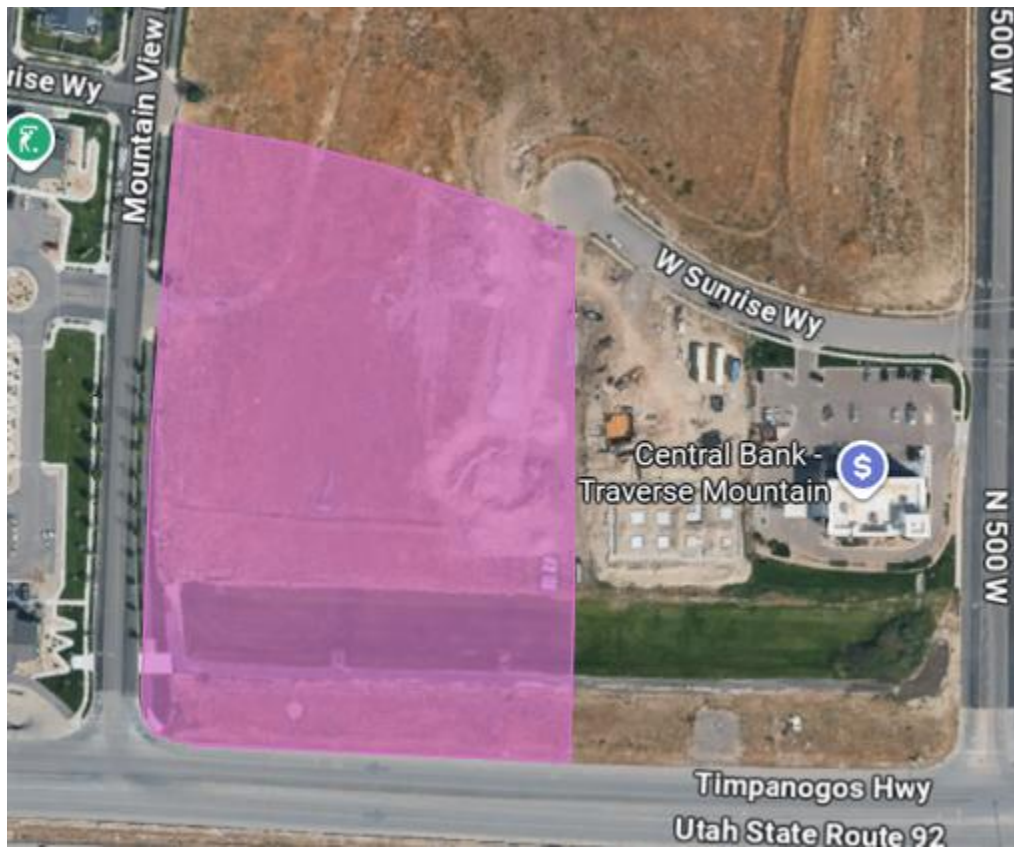
The land use designation for Perry D2 shall be amended to:

- Highway Commercial

2. Superseding Language

All other provisions of the Traverse Mountain Area Plan shall remain in full force and effect.

Exhibit A – Perry D2 Planning Area Boundary



Traverse Mountain Area Plan Amendment- Perry Highway Commercial

Aerial



Traverse Mountain Area Plan Amendment- Perry Highway Commercial

General Plan



0 275 550 1,100 Feet

Traverse Mountain Area Plan Amendment- Perry Highway Commercial

Zoning



City Council Agenda Item Report

Meeting Date: September 22, 2026

Submitted By: Teisha Wilson

Submitting Department:

Item Type: Ordinance

Agenda Section: Regular Agenda

Subject:

Consideration of Ordinance #39-2026, amending Lehi Municipal Code Title 7 Chapter 3 (Civil Infractions) for parking regulations.

Summary:

Attachments:

[Ord 39-2026.docx](#)



ORDINANCE NO. 39-2026

AN ORDINANCE AMENDING LEHI CITY CODE TITLE 7 CHAPTER 3 (CIVIL INFRACTIONS)

WHEREAS, the City desires to amend provisions of Lehi City Code Title 7 Chapter 3 (Civil Infractions); and,

WHEREAS, the City has identified that current parking codes do not provide consistent requirements for parking and should be amended to enable improved enforcement; and,

WHEREAS, on September 22, 2026, the City Council held a duly noticed public meeting to ascertain the facts regarding this matter, which facts and comments are found in the meeting record; and,

WHEREAS, the City desires to amend the parking regulations described in Title 7 Chapter 3; and,

WHEREAS, after considering the facts and comments presented to the City Council, the Council finds: (i) Title 7 Chapter 3 should be amended; and (ii) such action furthers the health, safety and welfare of the citizens of Lehi.

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

PART I:

Title 7 Chapter 3 of the Lehi City Code is hereby amended as shown on the attached Exhibit "A."

PART II:

A. If a provision of this Ordinance No. 39-2026 conflicts with a provision of a previously adopted ordinance concerning the same subject matter, 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 adjudicated to be unconstitutional or invalid, the remainder shall not be affected thereby.

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

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

Approved and Adopted by the City Council of Lehi City, Utah, this 22nd day of September, 2026.

LEHI CITY

ATTEST

Paul Binns

Teisha Wilson, City Recorder

EXHIBIT “A”

CHAPTER 3

CIVIL VIOLATIONS

SECTION:

7-3-1: Statement Of Intent

7-3-2: Position Of Civil Violations Hearing Examiner Created; Powers And Duties

7-3-3: Acts Made Civil Violations

7-3-4: Notice Of Violation

7-3-5: Response To Notice Of Violation; Payments By Mail

7-3-6: Fee For Violations; Payment

7-3-7: Contesting A Violation; Hearing; Appeals

7-3-8: Special Provisions Relating To Parking Regulations

7-3-9: Civil Appeals

7-3-10: Criminal Violation

7-3-11: Civil Collection Actions

7-3-12: Enforcement

7-3-1: STATEMENT OF INTENT:

The city enacts this chapter with the intent to decriminalize, where possible, parking violations, which have traditionally been regulated criminally. This is done to assist residents of the city, and others, by expediting the resolution of cases and to remove the social stigma attached to criminal actions. With the enactment of this chapter, the city is acting, in part, pursuant to authorization found in Utah Code Annotated sections 10-8-84, 41-6a-207 and 41-6a-208, as amended. (Ord. 30-2012, 8-28-2012; amd. 2015 Code)

7-3-2: POSITION OF CIVIL VIOLATIONS HEARING EXAMINER CREATED; POWERS AND DUTIES:

The position of civil violations hearing examiner is hereby created . A hearing examiner shall perform all duties and exercise all powers described in this chapter.. Violation

7-3-3: ACTS MADE CIVIL VIOLATIONS:

The following acts may be pursued as civil violations and within the jurisdiction of the city civil violations hearing examiner:

Violation of any state or city parking regulations

7-3-4: NOTICE OF VIOLATION:

A written notice of violation shall be issued to each person or vehicle charged with a civil violation, which notice shall contain not less than the following information:

- A. The name and address of the person charged with the violation. Notwithstanding anything in this section to the contrary, a notice of violation for a parking violation placed on a parked motor vehicle need not include a name and address;
- B. The violation charged;
- C. The date and place of the violation;
- D. If the violation involved the use of a motor vehicle, the make of the vehicle and its license plate number;
- E. Notice of where the violation must be responded to; and

7-3-5: RESPONSE TO NOTICE OF VIOLATION; PAYMENTS BY MAIL:

A. Any person to whom a notice of violation has been issued shall respond within five to fourteen (5-14) business days, business days meaning Monday-Thursday thereof by:

1. Paying the fee described in section 7-3-6 of this chapter (for good cause, the violations hearing examiner may allow reasonable terms for payment);
2. Contesting the violation in the manner described in section 7-3-7 of this chapter; or
3. Demonstrating the financial inability to pay the applicable fee on any reasonable terms. A person claiming under this subsection shall agree with the hearing examiner to

perform public service in lieu of paying the fee, which public service shall be performed in not more than thirty (30) days after the agreement is entered into.

B. Fees may be paid by mail, but the risk that payments may be lost in the mail shall be on the sender, and all payments shall be received by Lehi City within the times required by this chapter. (Ord. 30-2012, 8-28-2012)

7-3-6: FEE FOR VIOLATIONS; PAYMENT:

A. Fees and other money related to civil violations shall be paid to the City in such manner, not inconsistent with this chapter, as the Lehi City finance department shall direct, (Ord. 30-2012, 8-28-2012)

B. The fee for violation of any acts made civil violations under this title, or any other parking violation found in this code but not specifically mentioned in this title, shall be as adopted annually by the city council in the city civil fines schedule. (Ord. 30-2012, 8-28-2012; amd. 2015 Code)

C. The fee for violation of a civil violation paid or contested within five to fourteen (5-14) business days, Monday-Thursday after the notice of violation is issued shall be the amount set forth in the city civil fine schedule. Violation Violation Violation Violation

F. A civil violation shall be deemed in default if fifteen (15) business days, Monday-Thursday, or more after the notice of violation was issued, the applicable fee has not been paid or the action contested. In addition to other penalties described in this chapter, a civil violation in default shall be subject to the following penalties: impoundment and towing; legal action for collection of all costs, attorney fees and administrative costs; criminal prosecution pursuant to section 7-3-10 of this chapter.

G. In addition to any other penalty or fine stated within this chapter, and not in lieu of any other penalty or legal action which can be taken against a person or vehicle, any vehicle found to be in violation of any provision of this chapter, including, but not limited to, a vehicle which blocks a driveway to a residence or business in such a manner that vehicles cannot safely enter or exit said driveway, may be towed and impounded upon the direction of any police officer, parking enforcement officer or fire officer upon the officer finding that the situation creates a condition which impairs the health or safety of the public. The registered owner of the vehicle shall be responsible for all towing and storage fees incurred in the event a vehicle is removed. The owner or the owner's agent may claim the vehicle only after paying any fines incurred and any towing and impounding fees incurred. Any contest of a removal shall be made by giving written notice, requesting a contest hearing, to the city hearing examiner, within fourteen (14) business days, Monday-Thursday, of the removal. (Ord. 30-2012, 8-28-2012)

7-3-7: CONTESTING A VIOLATION; HEARING; APPEALS:

A. Any person charged with a violation may contest the same instead of paying the fee. A violation is contested by delivering written notice to the office of the civil violations hearing examiner. If the person charged with an Violation fails or refuses to give a correct mailing address when contesting an Violation, the action shall be deemed to be in default and not contested.

B. When a violation is contested, the hearing examiner shall thereafter conduct a civil hearing.. The notice of violation shall constitute prima facie evidence that the violation alleged actually occurred. The hearing shall be conducted as informally as the circumstances will allow and shall be based on the civil standard of a preponderance of the evidence. At the hearing, any party may be required to testify.

C. The hearing examiner shall decide if the alleged violation occurred. If the hearing examiner finds the violation alleged did not occur, the notice of violation shall be dismissed and without any further force or effect. If the hearing examiner finds at the hearing that the violation alleged did occur, the person to whom the notice of violation was issued shall respond as provided in subsection 7-3-5A1 or A3 of this chapter. The response shall be within five (5) calendar days after the hearing, unless the decision is given by mail and not at the hearing, in which event the response shall be in ten (10) calendar days after the decision is mailed to the address given when the violation was contested. A contested action shall be in default if not responded to in the time periods provided in this subsection. (Ord. 30-2012, 8-28-2012)

7-3-8: SPECIAL PROVISIONS RELATING TO PARKING REGULATIONS:

If a civil violation relates to a parking regulation, the following rules shall apply:

A. The notice of violation may be issued by affixing the same to the subject motor vehicle in a conspicuous place.

B. Whenever a motor vehicle has been parked in violation of any parking regulation, the person in whose name such vehicle is registered shall be prima facie responsible for such violation and liable for payment of the applicable fee.

C. Any motor vehicle with respect to which four (4) or more notices of violation are in default is hereby declared to be a public nuisance and the city may authorize said motor vehicle to be towed from the public streets at the expense and risk of the registered owner. Said motor vehicle shall be held and not released until the unpaid fees and reasonable costs of towing and storage have been paid.

D. If a motor vehicle has been towed from the public streets pursuant to the provisions of this chapter and is being held for the payment of fees and charges, the owner thereof or the agent of the owner may, in writing, request a hearing to determine the validity of the action taken with respect to said motor vehicle and said hearing shall take place within five (5) business days, Monday-Thursday, from receipt of the request, unless the applicant agrees to a longer period of time before the hearing. The hearing examiner may order the release of any motor vehicle without cost to the owner or the owner's agent if said motor vehicle was towed from the public streets or is being held in violation of this chapter or other applicable law. (Ord. 30-2012, 8-28-2012)

7-3-9: CIVIL APPEALS:

Any person unsatisfied with a decision of a civil violations hearing examiner may appeal the same within fifteen (15) business days, Monday-Thursday, to the justice court, which shall hear the action de novo. Failure to respond to a notice of violation shall not be a decision from which an appeal can be taken. (Ord. 30-2012, 8-28-2012)

7-3-10: CRIMINAL VIOLATION:

A. Notwithstanding any contrary provision in this chapter, it shall be a criminal violation, with original jurisdiction in the justice court: (Ord. 30-2012, 8-28-2012; amd. 2015 Code)

1. For a person to whom a notice of violation has been issued to allow the subject action to go into default;
2. For a registered owner to fail or refuse to respond to a notice of violation issued pursuant to section 7-3-4 of this chapter; or
3. For a person to willfully fail or refuse to completely perform the public service agreed to pursuant to subsection 7-3-5A3 of this chapter.

B. For the purposes of this section, it shall be a rebuttable presumption that the notice of violation and any other notices have been received by the addressee. (Ord. 30-2012, 8-28-2012)

7-3-11: CIVIL COLLECTION ACTIONS:

The city may bring civil suit in the courts of the state to recover the amount of overdue and unpaid fees, including attorney fees and costs related thereto. (Ord. 30-2012, 8-28-2012)

7-3-12: ENFORCEMENT:

City employees and police department volunteers are authorized to issue civil violations, pursuant to provisions of this chapter. These employees and volunteers will be required to be trained regarding the city and state codes prior to issuing violations. Training will be conducted by the police department. (Ord. 30-2012, 8-28-2012)