Lehi City Council Meeting
Agenda
July 14, 2026

5:00 PM - Lehi City Council Chambers (131 N. 100 E., Lehi, Utah)

Pre-Council, 5:00 p.m.

1. Welcome and Opening Comment

2. Presentations and Reports

   2.1. Children's Center Presentation

   2.2. Water Conservation Update

3. Working Discussion Items

   3.1. Lehi Public Safety Impact Fee Study Discussion- Finance Department

   3.2. Certified Tax Rate Discussion- Finance Department

   3.3. Discussion of the Bellaview parking issue and Lehi City's parking requirements, including leased parking, educational facilities, and the Historic District.

4. Agenda Questions
   The Mayor and City Council discuss and ask questions on items on the Regular Session agenda.

5. Administrative Report

6. Mayor and Council Reports
   Calendar items and outside Committee reports

Closed Meeting
The Council may consider a motion to enter into a closed meeting 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. July Waterwise 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 Purchase Orders
   PO 8399 Stuart C Irby.pdf
   PO 8402 AC Excavation.pdf
   PO 8398 Stuart C Irby.pdf
   PO 8395 Mountainland Supply Co.pdf

   4.2. Approve City Council Meeting Minutes

   4.3. Consideration of Resolution #2026-45 adopting the certified property tax rate for Fiscal Year 2026-2027.
   Cover Page.docx
   Res 2026-45.pdf

   4.4. Consideration of Resolution #2026-46 approving an agreement with Quicksilver Concrete for the 2025 CDBG Downtown Street Improvement Project.
   Res 2026-46.docx
   CDBG - 2025 Contract.pdf

5. Regular Agenda

   5.1. Consideration of approval for a change to the storm drain system located at 4218 West 1700 North.
   Petitioner: Albion Development
   Grow Industrial Stormdrain System - CC Packet.pdf

   5.2. Consideration of Ordinance #27-2026, approving the Walker Zone Change on 2.58-acres located at 915 West State Street, changing the zoning from R-1-8 to C-H (Heavy Commercial).
   Petitioner: Deborah Walker
   Walker Zone Change 1.pdf
   Ordinance - Walker Zone Change 07.14.26.docx

   5.3. Consideration of Preliminary Subdivision approval for the Cortese Subdivision, an 8-lot

residential development located at 1450 West 1220 North in the R-1-22 zone.
Petitioner: Grow Development
Cortese Preliminary 1.pdf

5.4. Consideration of Ordinance #2026-28, approving the Prestwich Zone Change on 1.09-acres located at 2004 North 900 West changing the zoning from RA-1to R-2.
Petitioner: TN Contracting LLC
Prestwich Zone Change.pdf
Ordinance - Prestwich Zone Change 07.14.26.docx

5.5. Consideration of Ordinance #2026-29, approving a Development Code Amendment to Chapter 12, Chapter 39, Table 05.030A, and Table 05.030B adding a Neighborhood Exchange Structure Use.
Petitioner: Lehi City
Neighborhood Exchange Structure Development Code Amendment 07.14.26.pdf
Ordinance - Neighborhood Exchange Structures Development Code Amendment 07.14.26.docx

5.6. Consideration of Ordinance #2026-30, approving a Development Code Amendment to Chapter 35, Community Forestry, adding requirements for trees affected by migratory birds and clarifying the City's recommended public tree planting list.
Petitioner: Lehi City
Chapter 35 Migratory Bird Development Code Amendment 07.14.26.pdf
Ordinance - Chapter 35 Migratory Birds Development Code Amendment 07.14.26.docx

5.7. Consideration of Ordinance #2026-31, approving a Development Code Amendment to Chapter 26, Accessory Uses, of the Development Code updating the requirements for Detached Accessory Dwelling Units (DADUs) to meet 2026 State Legislation.
Petitioner: Lehi City
Chapter 26 DADU Development Code Amendment 07.14.26.pdf
Ordinance - Chapter 26 DADU State Requirement Development Code Amendment 07.14.26.docx

5.8. Consideration of Ordinance #2026-32 approving a Development Code Amendment to both Table 05.030-B and Section 12.130, updating the regulations for Automobile Sales businesses.
Petitioner: Lehi City
Chapter 12 and Table 05.030B Auto Sales Development Code Amendment 07.14.26.pdf
Ordinance - Chpater 12 and Table 05.030B Auto Sales Development Code Amendment 07.14.26.docx

5.9. Consideration of Adjournment for the Lehi City Redevelopment Agency Meeting. (The City Council Meeting will resume upon conclusion of the Redevelopment Agency Meeting.)

5.10. Consideration of Resolution #2026-43, approving an Interlocal Agreement between the Lehi City Redevelopment Agency and Lehi City regarding the Thanksgiving Point Housing Transit Reinvestment Zone.

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

Agenda Item No: 2.1

City Council Agenda Item Report

Meeting Date: July 14, 2026
Submitted By: Teisha WIlson
Submitting Department:
Item Type: Presentation
Agenda Section: Presentations and Reports

Subject:
Children's Center Presentation

Summary:

Attachments:

Agenda Item No: 2.2

City Council Agenda Item Report

Meeting Date: July 14, 2026
Submitted By: Teisha WIlson
Submitting Department:
Item Type: Presentation
Agenda Section: Presentations and Reports

Subject:
Water Conservation Update

Summary:

Attachments:

Agenda Item No: 3.1

City Council Agenda Item Report

Meeting Date: July 14, 2026
Submitted By: Teisha WIlson
Submitting Department:
Item Type: Discussion
Agenda Section: Working Discussion Items

Subject:
Lehi Public Safety Impact Fee Study Discussion- Finance Department

Summary:

Attachments:

Agenda Item No: 3.2

City Council Agenda Item Report

Meeting Date: July 14, 2026
Submitted By: Teisha WIlson
Submitting Department:
Item Type: Discussion
Agenda Section: Working Discussion Items

Subject:
Certified Tax Rate Discussion- Finance Department

Summary:

Attachments:

Agenda Item No: 3.3

City Council Agenda Item Report

Meeting Date: July 14, 2026
Submitted By: Teisha WIlson
Submitting Department:
Item Type: Discussion
Agenda Section: Working Discussion Items

Subject:
Discussion of the Bellaview parking issue and Lehi City's parking requirements, including leased parking, educational facilities, and the Historic District.

Summary:

Attachments:

Agenda Item No: 2.1

City Council Agenda Item Report

Meeting Date: July 14, 2026
Submitted By: Teisha WIlson
Submitting Department:
Item Type: Presentation
Agenda Section: Presentations and Reports

Subject:
July Waterwise Yard of the Month Presentation

Summary:

Attachments:

Agenda Item No: 4.1

City Council Agenda Item Report

Meeting Date: July 14, 2026
Submitted By: Teisha WIlson
Submitting Department:
Item Type: Action Item
Agenda Section: Consent Agenda

Subject:
Approve Purchase Orders

Summary:

Attachments:

PO 8399 Stuart C Irby.pdf

PO 8402 AC Excavation.pdf

PO 8398 Stuart C Irby.pdf

PO 8395 Mountainland Supply Co.pdf

PURCHASE ORDER

LEHI CITY CORPORATION
153 NORTH 100 EAST
LEHI UT 84043

8399

THS ORDER NUMBER MUST APPEAR ON YOUR INVOICE

4164
ISSUED TO: STUART C IRBY CO
PO BOX 843959
DALLAS TX 75284

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

PURCHASE ORDER DATE: 06/08/2026 DEPARTMENT: POWER

QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL	GL ACCOUNT
6.00	HITAT 150KVA3PHPAD 150KVA 3H PADMNT TRANSFORMER(2771163) 12470/7200 208/120 TAPS LOOP FEED (ABB) ITEM 4 2 EACH - 8 WEEK LEAD TIME 4-EACH 12 WEEK LEAD TIME	16,300.00	97,800.00	53-1415
4.00	HITAT 225KVA3PHPAD 225KVA 3PH PADMNT TRANSFORMER (2771164) 12470/7200 208/120 TAPS LOOP FEED (ABB) ITEM 33 1 EACH- 8 WEEK LEAD TIME 3 EACH- 12 WEE LEAD TIME	17,700.00	70,800.00	53-1415

TOTAL 168,600.00

COMMENTS/NOTES

FINAL ELECTRONIC APPROVAL BY: _____ DATED _____

*** This purchase order has been electronically approved through the City's automated workflow. All approval actions are recorded and available upon request. ***

Lehi City Purchase Requisition Request

Supplier	**Name**	STUART C. IRBY CO.	**Vender #**		
	Street	PO BOX 843959	**Date**		**6/8/2026**
	City	DALLAS	**State**	TX	
	Zip	75284	**Phone**	801-724-3000	

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

Quanity	Unit	Materials and Description	Price	Total
6		HITAT 150KVA3PHPAD 150KVA 3PH PADMNT	$16,300.00	$97,800.00
		TRANSFORMER (2771163) 12470/7200		
		208/120 TAPS LOOP FEED (ABB) ITEM 4		
		2 EACH HAS 8 WEEK LEAD TIME 4 EACH		
		HAS 12 WEEK LEAD TIME		
4		HITAT 225KVA3PHPAD 225KVA 3PH PADMNT	$17,700.00	$70,800.00
		TRANSFORMER (2771164) 12470/7200		
		208/120 TAPS LOOP FEED (ABB) ITEM 33		
		1 EACH HAS 8 WEEK LEAD TIME 3 EACH		
		HAS 12 WEEK LEAD TIME		
		THESE TRANSFORMERS ARE FOR		
		THE SHOPS @ SKYE VIEW EAST BLDG 4-9		
		AND INVENTORY STOCK FOR UPCOMING PROJECTS		
				$168,600.00

Justification:	Price Determination	
WUE = $175453.33 12 WK LEAD TIME	Verbal Quote	
ANIXTER = $150873.91 15 WK LEAD TIME	Informal Bid	
	Written Bid	*
	State Bid	
	Other	

Quotation

irby
A Sonepar Company

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

QUOTE DATE	ORDER NUMBER
06/01/26	S014612990

REMIT TO:
STUART C. IRBY CO.
POST OFFICE BOX 843959
DALLAS TX 75284

PAGE NO. 1

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

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

ORDERED BY: KENNY

CUSTOMER NUMBER	CUSTOMER ORDER NUMBER	JOB/RELEASE NUMBER	OUTSIDE SALESPERSON
222013	TRANSFORMERS		Gregory J McPhie

INSIDE SALESPERSON		REQD DATE	FRGHT ALLWD	SHIP VIA
Nicholas S C		06/01/26	Yes	

ORDER QTY	SHIP QTY	LINE	DESCRIPTION	Prc/UOM	Ext Amt
			********* Shipping Instructions *********		
			* SCOTT PECK 801-494-9684 *		
			* KENNY 385-201-2612 OFC *		
			* 801-655-3042 MBL *		
			**********		
6EA		1	HITAT 150KVA3PPAD 150KVA 3PH PADMOUNT TRANSFORMER (2771163) 12470/7200 208/120 TAPS LOOP FEE (ABB)	16300.000EA	97800.00
			**********		
			QTY 2 HAS 8 WEEK LEAD TIME THE REMAINDER HAS 12 WEEK LEAD TIME		
			**********		
4EA		2	HITAT 225KVA3PPAD 225KVA 3PH PADMOUNT TRANSFORMER (2771164) 12470/7200 208/120 TAPS LOOP FEE	17700.000EA	70800.00
			**********		
			QTY 1 HAS 8 WEEK LEAD TIME REMAINDER HAS 12 WEEK LEAD TIME		
			**********		

*** This is a quotation ***

Subtotal	**168600.00**
S&H CHGS	**0.00**
Sales Tax	**0.00**
TOTAL	**168600.00**

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

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

** Reprint ** Reprint ** Reprint **

Quotation

irby
A Sonepar Company

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

QUOTE DATE	ORDER NUMBER
06/01/26	S014612990

REMIT TO:	PAGE NO.
STUART C. IRBY CO. POST OFFICE BOX 843959 DALLAS TX 75284	2

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

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

ORDERED BY: KENNY

CUSTOMER NUMBER	CUSTOMER ORDER NUMBER	JOB/RELEASE NUMBER	OUTSIDE SALESPERSON
222013	TRANSFORMERS		Gregory J McPhie

INSIDE SALESPERSON		REQD DATE	FRGHT ALLWD	SHIP VIA
Nicholas S C		06/01/26	Yes	

Terms and Conditions of Sale for Quotes
A. Seller assumes no responsibility whatsoever for any interpretation of bid documents, plans, or specifications provided to Seller (i.e., customer shall be solely responsible for ensuring interpretation of such documents, plans and/or specifications and for conformity and appropriateness of all goods and services ordered in comparison to same).
B. Prices are subject to change at any time prior to shipment unless otherwise agreed in writing signed by an authorized Seller representative.
C. Pricing and estimated delivery dates are based solely on the quantities and specific products and/or scope of services identified in this quote. Seller may refuse, terminate, or change pricing, estimated dates, and other terms of its offer if customer requests changes or deviations from the original quote. Unless an authorized Seller representative accepts customer's proposed deviations in an explicit signed agreement modifying this quotation, any such proposed deviations are automatically rejected, void, and of no force or effect.
D. Quotation does not include special mounting or installation hardware, equipment options, accessories, samples, spares, or mock-up equipment unless otherwise noted.
E. Seller is not responsible for the design of the project or any goods supplied.
F. Seller reserves the right to increase the pricing quoted herein to account for force majeure events, the imposition of new or increased tariffs, shipping costs, import/export fees, duties, customs, or taxes, currency fluctuations, or increases in commodity or market pricing.
G. Pre-shipment of anchor bolts is plus freight.
H. Where applicable, fabrication and shipment of goods can only be made after Seller receives the following: (i) purchase order conforming to this Quotation, (ii) customer's verification and approval of technical information, (iii) approved Submittal Drawings, and (iv) credit approval.
I. Lead times are strictly estimates. Seller is not responsible for ship dates beyond estimated dates unless Seller's President or VP Finance otherwise explicitly agrees in a signed writing as part of this Quotation and then only to the extent so agreed.
J. All orders are FCA Shipping Point, prepaid and billed, unless otherwise noted in quote.
K. Logistic solutions, storage, handling, kitting, expedited or special delivery, testing, including, but not limited to, infrared scanning and NETA testing, spares, start-up, installation, commissioning, arc flash studies, and other services are excluded unless otherwise specified in this quote. Please contact your Seller representative for additional information on any such services if desired.
L. This quotation and all related transactions are also subject to the applicable manufacturer's published warranties, including all applicable disclaimers, exclusions, and limitations.
M. This quotation constitutes Seller's confidential information, and customer shall not share or distribute this quotation to third parties other than to the extent reasonably necessary to process the transactions contemplated herein with Seller.
N. Unless otherwise expressly agreed in a separate writing signed by Seller's President or VP Finance, Seller does not agree and is not subject to any contractual flow-down or pass-through terms from customer, including, but not limited to, DFARs, FARs, Prime Contracts, Minority Business requirements, Buy America Act, etc.

** Reprint ** Reprint ** Reprint **

QUOTATION

Western United Electric Supply Corp

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

Order Number	
2131852	
Order Date	Page
06/03/2026 15:06:22	1 of 1

Quote Expires On: 06/10/2026

Pricing and lead times are subject to change at time of shipment due to market volatility and potential tariff impacts.

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

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

Attn: Penny Jensen

Requested By: Kenny Norris

Customer ID: 10346

PO Number	*Ship Route*	*Taker*
3ph Transformers-2026-06-03 15:07:32	NORTE	CCHRISTENSEN

Quantities					*Item ID* / *Item Description*	*Pricing UOM* / *Unit Size*	*Unit Price*	*Extended Price*
Ordered	*Allocated*	*Remaining*	*UOM* / *Unit Size*	*Disp.*				
6.00	0.00	6.00	EA		150KVA 3PH PAD 208/120 - LEHI	EA	16,428.888889	98,573.33
				1.0	TRANS 3PH PAD 150KVA 12.4/7.2 208/120 LEHI CITY SPEC	1.0		
					ERMCO Q-704244-002			
					12 WEEK LEAD TIME			
4.00	0.00	4.00	EA		225KVA 3PH PAD 208/120 - LEHI	EA	19,220.000000	76,880.00
				1.0	TRANS 3PH PAD 225KVA 12.4/7.2 208/120 LEHI CITY SPEC	1.0		
					ERMCO Q-704244-005			
					12 WEEK LEAD TIME			

Total Lines: 2

SUB-TOTAL:	175,453.33
TAX:	0.00
AMOUNT DUE:	**175,453.33**

U.S. Dollars

Effective July 1, 2025, Colorado imposes a retail delivery fee of $0.28 on all deliveries by motor vehicle to a location in Colorado with at least one item of tangible personal property subject to state sales or use tax. The fee will be assessed at the time of shipment and included on your invoice.

wesco

QUOTE

ORDERED BY	QUOTE DATE	QUOTE NO.
	06/02/26	6798740-00
P.O. DATE	P.O. NUMBER	PAGE NO.
06/02/26		1 of 1
SALES REP	TAKEN BY	FREIGHT OUT
WRIS	WDXY	NO

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

CUST #: 6001692

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

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

INSTRUCTIONS	SHIP POINT	VIA	SHIPPED	TERMS
	Anixter - wSlc/3304	OUR TRUCK		Net 30

LINE NO.	PRODUCT AND DESCRIPTION	ORDERED	BO	SHIPPED	UM	PRICE		NET AMOUNT
1	QRKD972	6		6	each	14263.04347		85578.26
	150 KVA THREE PHASE PAD 12470 GRDY/7200-208Y/120							
	15 WEEKS							
	MFG: GE PROLEC							
	THREE PHASE PAD TRANSFORMER							
	12470 GRDY / 7200 - 208Y/120							
	(2) - 2.5% Above and Below in HV							
	Loopfeed,Six HV Bushing, Staggered LV							
	Bayonet Exp. Fuse + ISO Link							
	Dead Front,Minimum Dims,Staggered LV							
	NO LOAD LOSSES-318, LOAD LOSSES-1528, TOTAL LOSSES-1846							
	IZ PCT: 3.64 EXC PCT: 2							
2	QRKD977	4		4	each	16323.91304		65295.65
	225 KVA THREE PHASE PAD 12470 GRDY/7200-208Y/120							
	15 WEEKS							
	MFG: GE Prolec							
	12470 GRDY / 7200 - 208Y/120							
	(2) - 2.5% Above and Below in HV							
	Loopfeed,Six HV Bushing, Staggered LV							
	Bayonet Exp. Fuse + ISO Link							
	Dead Front,Minimum Dims,Staggered LV							
	NO LOAD LOSSES-440, LOAD LOSSES-2061, TOTAL LOSSES-2501							
	IZ PCT: 3.8 EXC PCT: 2							

2 Lines Total Qty Shipped Total 10 Total 150873.91

Invoice Total 150873.91

Last Page

All sales are subject to the Anixter Terms & Conditions of Sale found at www.anixter.com/termsandconditions. Product safety data sheets may be found on the same website. Wesco may charge you storage and transportation fees if you do not take possession or accept delivery of the above products within ninety (90) days or agreed upon time from such products being available for delivery or pick-up.
BY ACCEPTING THIS QUOTE, YOU AGREE THE WESCO TERMS & CONDITIONS PUBLISHED AT WWW.WESCO.COM/TERMSOFSALE ARE EXPRESSLY INCORPORATED INTO AND GOVERN THIS TRANSACTION. Storage & transport fees may apply if delivery isn't accepted w/in 90 days of availability. Price subject to change based on duties, freight, tariffs, or supplier increases.

PURCHASE ORDER

LEHI CITY CORPORATION
153 NORTH 100 EAST
LEHI UT 84043

8402

THS ORDER NUMBER MUST APPEAR ON YOUR INVOICE

46
ISSUED TO: AC EXCAVATION
1584 WEST 900 NORTH
LEHI UT 84043

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

PURCHASE ORDER DATE: 06/09/2026 DEPARTMENT: POWER

QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL	GL ACCOUNT
1.00	SPRING CREEK SUB TIE IN	184,608.00	184,608.00	73-50-24-001

TOTAL 184,608.00

COMMENTS/NOTES

FINAL ELECTRONIC APPROVAL BY: _____ DATED _____

*** This purchase order has been electronically approved through the City's automated workflow. All approval actions are recorded and available upon request. ***

AC Excavation

1584 W 900 N
Lehi, UT, 84043
ac@acexcavation.com
CON LIC: 4923333-5501 E100
801-420-3081
Tax Reg N°: 87-0670994

Estimate

Estimate No: 156
Date: 06/08/2026

For: Lehi Power

Job Spring Creek Sub Tie In

Description	Quantity	Rate	Amount
6” Bore	3,200	$50.00	$160,000.00
Equipment & base installation	6	$650.00	$3,900.00
6” RMC Elbow	12	$725.00	$8,700.00
6” Female Adaptor	24	$25.00	$600.00
Ground rods	12	$34.00	$408.00
Concrete 90s	12	$125.00	$1,500.00
Landscaping Paving and Traffic Control estimate	1	$3,500.00	$3,500.00
Hard surface pot hole	10	$350.00	$3,500.00
Soft surface pot hole	10	$250.00	$2,500.00

Subtotal	$184,608.00
Total	$184,608.00
Total	**$184,608.00**

PURCHASE ORDER

LEHI CITY CORPORATION
153 NORTH 100 EAST
LEHI UT 84043

8398

THS ORDER NUMBER MUST APPEAR ON YOUR INVOICE

4164
ISSUED TO: STUART C IRBY CO
PO BOX 843959
DALLAS TX 75284

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

PURCHASE ORDER DATE: 06/08/2026 DEPARTMENT: POWER

QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL	GL ACCOUNT
600.00	PODP 29-6115-000 FAULT INDICATOR FOR 1.57"-2.37" CABLE TIME/MANUAL 4HR RESET	225.50	135,300.00	53-1415
	QUANTITY CHANGED FROM QUOTE			

TOTAL 135,300.00

COMMENTS/NOTES

FINAL ELECTRONIC APPROVAL BY: _____ DATED _____

*** This purchase order has been electronically approved through the City's automated workflow. All approval actions are recorded and available upon request. ***

Lehi City Purchase Requisition Request

Supplier	**Name**	STUART C. IRBY CO.		**Vender #**	
	Street	PO BOX 843959		**Date**	**6/5/2026**
	City	DALLAS	**State**	TX	
	Zip	75284	**Phone**	801-724-3000	

POWER	53-14-15	
Requesting Department	**Dept. Account No.**	**Department Head Signature**

Quanity	Unit	Materials and Description	Price	Total
600		PODP 29-6115-000 FAULT INDICATOR FOR	$225.50	$135,300.00
		1.57"-2.37" CABLE TIME/MANUAL 4HR RESET		
		250 EACH		
		THESE ITEMS ARE IN STOCK IN SALT LAKE CITY		
		ITEMS ARE FOR ALL THE PROJECTS UPCOMING		
		AND INVENTORY STOCK AND CHANGE OUT OF		
		OUTDATED INDICATORS		
		LEAD TIME ON THIS PRODUCT 6-10 WEEKS		
				$135,300.00

Justification:	Price Determination	
ANIXTER $242.63736 EACH	Verbal Quote	
WUE $227.294118 EACH	Informal Bid	
	Written Bid	*
	State Bid	
	Other	

Quotation

irby
A Sonepar Company

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

QUOTE DATE	ORDER NUMBER
06/05/26	S014618463

REMIT TO:
STUART C. IRBY CO.
POST OFFICE BOX 843959
DALLAS TX 75284

PAGE NO. 1

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

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

ORDERED BY: kenny

CUSTOMER NUMBER	CUSTOMER ORDER NUMBER	JOB/RELEASE NUMBER	OUTSIDE SALESPERSON
222013			Gregory J McPhie

INSIDE SALESPERSON		REQD DATE	FRGHT ALLWD	SHIP VIA
Nicholas S C		06/05/26	Yes	

ORDER QTY	SHIP QTY	LINE	DESCRIPTION	Prc/UOM	Ext Amt
			********* Shipping Instructions *********		
			* SCOTT PECK 801-494-9684 *		
			* KENNY 385-201-2612 OFC *		
			* 801-655-3042 MBL *		
			**********		
250EA		1	PODP 29-6115-000 FAULT INDICATOR FOR 1.57"-2.37" CABLE TIME/MANUAL 4HR RESET	225.500EA	56375.00

*** This is a quotation ***

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

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

Subtotal	56375.00
S&H CHGS	0.00
Sales Tax	0.00
TOTAL	56375.00

** Reprint ** Reprint ** Reprint **

Quotation

irby
A Sonepar Company

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

QUOTE DATE	ORDER NUMBER
06/05/26	S014618463

REMIT TO:	PAGE NO.
STUART C. IRBY CO. POST OFFICE BOX 843959 DALLAS TX 75284	2

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

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

ORDERED BY: kenny

CUSTOMER NUMBER	CUSTOMER ORDER NUMBER	JOB/RELEASE NUMBER		OUTSIDE SALESPERSON
222013				Gregory J McPhie
INSIDE SALESPERSON		**REQD DATE**	**FRGHT ALLWD**	**SHIP VIA**
Nicholas S C		06/05/26	Yes	

Terms and Conditions of Sale for Quotes
A. Seller assumes no responsibility whatsoever for any interpretation of bid documents, plans, or specifications provided to Seller (i.e., customer shall be solely responsible for ensuring interpretation of such documents, plans and/or specifications and for conformity and appropriateness of all goods and services ordered in comparison to same).
B. Prices are subject to change at any time prior to shipment unless otherwise agreed in writing signed by an authorized Seller representative.
C. Pricing and estimated delivery dates are based solely on the quantities and specific products and/or scope of services identified in this quote. Seller may refuse, terminate, or change pricing, estimated dates, and other terms of its offer if customer requests changes or deviations from the original quote. Unless an authorized Seller representative accepts customer's proposed deviations in an explicit signed agreement modifying this quotation, any such proposed deviations are automatically rejected, void, and of no force or effect.
D. Quotation does not include special mounting or installation hardware, equipment options, accessories, samples, spares, or mock-up equipment unless otherwise noted.
E. Seller is not responsible for the design of the project or any goods supplied.
F. Seller reserves the right to increase the pricing quoted herein to account for force majeure events, the imposition of new or increased tariffs, shipping costs, import/export fees, duties, customs, or taxes, currency fluctuations, or increases in commodity or market pricing.
G. Pre-shipment of anchor bolts is plus freight.
H. Where applicable, fabrication and shipment of goods can only be made after Seller receives the following: (i) purchase order conforming to this Quotation, (ii) customer's verification and approval of technical information, (iii) approved Submittal Drawings, and (iv) credit approval.
I. Lead times are strictly estimates. Seller is not responsible for ship dates beyond estimated dates unless Seller's President or VP Finance otherwise explicitly agrees in a signed writing as part of this Quotation and then only to the extent so agreed.
J. All orders are FCA Shipping Point, prepaid and billed, unless otherwise noted in quote.
K. Logistic solutions, storage, handling, kitting, expedited or special delivery, testing, including, but not limited to, infrared scanning and NETA testing, spares, start-up, installation, commissioning, arc flash studies, and other services are excluded unless otherwise specified in this quote. Please contact your Seller representative for additional information on any such services if desired.
L. This quotation and all related transactions are also subject to the applicable manufacturer's published warranties, including all applicable disclaimers, exclusions, and limitations.
M. This quotation constitutes Seller's confidential information, and customer shall not share or distribute this quotation to third parties other than to the extent reasonably necessary to process the transactions contemplated herein with Seller.
N. Unless otherwise expressly agreed in a separate writing signed by Seller's President or VP Finance, Seller does not agree and is not subject to any contractual flow-down or pass-through terms from customer, including, but not limited to, DFARs, FARs, Prime Contracts, Minority Business requirements, Buy America Act, etc.

** Reprint ** Reprint ** Reprint **

QUOTATION

Western United Electric Supply Corp

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

Order Number	
2131984	
Order Date	Page
06/05/2026 08:54:55	1 of 1

Quote Expires On: 06/12/2026

Pricing and lead times are subject to change at time of shipment due to market volatility and potential tariff impacts.

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

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

Attn: Penny Jensen

Requested By: Kenny Norris

Customer ID: 10346

PO Number	*Ship Route*	*Taker*
	NORTE	CCHRISTENSEN

Quantities					*Item ID* / *Item Description*	*Pricing UOM* / *Unit Size*	*Unit Price*	*Extended Price*
Ordered	*Allocated*	*Remaining*	*UOM* / *Unit Size*	*Disp.*				
250.00	0.00	250.00	EA		29-6115-000	EA	227.294118	56,823.53
				1.0	Fault Indicator	1.0		
					35 UNITS IN STOCK -- REPLACEMENT STOCK ARRIVING 06/23/2026			

Total Lines: 1

SUB-TOTAL:	56,823.53
TAX:	0.00
AMOUNT DUE:	**56,823.53**
U.S. Dollars	

Effective July 1, 2025, Colorado imposes a retail delivery fee of $0.28 on all deliveries by motor vehicle to a location in Colorado with at least one item of tangible personal property subject to state sales or use tax. The fee will be assessed at the time of shipment and included on your invoice.

wesco

QUOTE

ORDERED BY	QUOTE DATE	QUOTE NO.
	06/05/26	6802645-00
P.O. DATE	P.O. NUMBER	PAGE NO.
06/05/26		1 of 1
SALES REP	TAKEN BY	FREIGHT OUT
WRIS	WDXY	NO

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

CUST #: 6001692

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

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

INSTRUCTIONS	SHIP POINT	VIA	SHIPPED	TERMS
	Anixter - wSlc/3304	OUR TRUCK		Net 30

LINE NO.	PRODUCT AND DESCRIPTION	ORDERED	BO	SHIPPED	UM	PRICE		NET AMOUNT
1	29-6115-000 FAULT INDIC LOAD TRACKER UG/MEM 72HR SS 1.0-2.52" STOCK IN SLC	250		250	EA	242.63736		60659.34
1 Lines Total		Qty Shipped Total		250			Total Invoice Total	60659.34 60659.34

Last Page

All sales are subject to the Anixter Terms & Conditions of Sale found at www.anixter.com/termsandconditions. Product safety data sheets may be found on the same website. Wesco may charge you storage and transportation fees if you do not take possession or accept delivery of the above products within ninety (90) days or agreed upon time from such products being available for delivery or pick-up.
BY ACCEPTING THIS QUOTE, YOU AGREE THE WESCO TERMS & CONDITIONS PUBLISHED AT WWW.WESCO.COM/TERMSOFSALE ARE EXPRESSLY INCORPORATED INTO AND GOVERN THIS TRANSACTION. Storage & transport fees may apply if delivery isn't accepted w/in 90 days of availability. Price subject to change based on duties, freight, tariffs, or supplier increases.

PURCHASE ORDER

LEHI CITY CORPORATION
153 NORTH 100 EAST
LEHI UT 84043

8395

THS ORDER NUMBER MUST APPEAR ON YOUR INVOICE

3075
ISSUED TO: MOUNTAINLAND SUPPLY CO
PO BOX 127
OREM UT 84059-0127

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

PURCHASE ORDER DATE: 06/03/2026

DEPARTMENT:

QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL	GL ACCOUNT
1.00	PI Metering Project	1,000,000.00	1,000,000.00	55-40-45-100

TOTAL 1,000,000.00

COMMENTS/NOTES

PI Metering Project

FINAL ELECTRONIC APPROVAL BY: _____ DATED _____

*** This purchase order has been electronically approved through the City's automated workflow. All approval actions are recorded and available upon request. ***

MOUNTAINLAND
SUPPLY COMPANY

Bid

S107901602.

$1,000,000.00

BILL TO:

LEHI CITY CORPORATION
153 NORTH 100 EAST
P O BOX 255
LEHI, UT 84043

SHIP TO:

#2022-09 PI METER PROJECT
2538 NORTH 300 WEST
TJ 801-995-9636
LEHI, UT 84043

Customer #	Salesman	Release #	Job Name
4677	ZACH BLACKBURN		2026-2027 SECONDARY METER PROJ

Ship Via	Terms	Expiration Date	Order Date	Ordered By	Writer
	130N30	07/02/2026	06/02/2026	TJ	ZACH BLACKBURN

Part #	Qty	Description	UoM	Price	Ext.
1302977	1	BLANKET SUM FOR 2026-2027 FISCAL YEAR (JULY 1ST 2026 - JUNE 30TH 2027) FOR MISC. PIPE, VALVES, FITTINGS AND METERS RELATED TO SECONDARY METER PROJECT **NS**	ea	$1,000,000.000	$1,000,000.00

Bid Total does not include tax. All prices herein supercede all prior quotes and are subject to change without prior notice. No guarantee is made as to the accuracy of the quantities listed. *** NOTE- All Special Order Material is Non-Returnable ***

Quoted prices subject to increases as provided in Tariffs and Additional Fees Clause Section of the Terms and Conditions: https://www.mountainland.com/privacy-legal-terms/

Subtotal	$1,000,000.00
Est. S&H	$0.00
Due	$1,000,000.00

MOUNTAINLAND SUPPLY COMPANY

Parts Price List

Bid

S107900281.

$29,460.57

BILL TO:

LEHI CITY CORPORATION
153 NORTH 100 EAST
P O BOX 255
LEHI, UT 84043

SHIP TO:

#2022-09 PI METER PROJECT
2538 NORTH 300 WEST
TJ 801-995-9636
LEHI, UT 84043

Customer #	Salesman	Release #	Job Name
4677	ZACH BLACKBURN		3"4" & 6" VAULT COMPONENTS

Ship Via	Terms	Expiration Date	Order Date	Ordered By	Writer
BID	130N30	07/01/2026	06/01/2026	TJ	ZACH BLACKBURN

Part #	Qty	Description	UoM	Price	Ext.
3" VAULT COMPONENTS					
829501	2	ROMAC 260-04130413651 MACRO HP 3in 2-BLT WR DI EC CPLG EPDM 304SS B&N (3.13-4.13)X6 260-04130413651	ea	$313.608	$627.22
294445	2	3 x 4FT-0 DI FLG x PE SPOOL 125# DUCTILE IRON FLANGED x PLAIN END	ea	$803.067	$1,606.13
7598	2	2503 - 1 3 FLG NRS GATE VALVE w/HANDWHEEL - AWWA - EPDM RESILIENT WEDGE - CL125 FLANGED - SS BOLTS - SS STEM - WATEROUS	ea	$852.500	$1,705.00
939625	1	SENSUS 3 CORDONEL 19LL 1G 20FT TRPL/PULSE PRESSURE SENSOR W/TEST CONFIG: G3X1PXPBG1AXXSD	ea	$3,129.391	$3,129.39
248555	4	3 150# 304SS FLG BOLT PACK 1/8 RRRG - RED RUBBER - RING 304SS BOLTS/NUTS SSB0SF/03015RR2	ea	$13.077	$52.31
164528	2	S-9203 3IN PIPE SUPPORT - ZINC PLATED	ea	$127.941	$255.88
				Subtotal -------	$7,375.93
-.					
4" VAULT COMPONENTS					
435604	2	ROMAC 266-04901211 ALPHA-A-4.90 4in WR RSTNT CPLG DI EC SBR 304SS B&N - (4.50-4.90) - DI EPOXY COAT RESTRAINT COUPLING PN 266-04901211	ea	$505.471	$1,010.94
4139	2	4 x 4FT-0 DI FLG x PE SPOOL 125# DUCTILE IRON FLANGED x PLAIN END	ea	$451.400	$902.80
12366	2	2504 - 1 4 FLG NRS GATE VALVE w/HANDWHEEL - AWWA - EPDM RESILIENT WEDGE - CL125 FLANGED - SS BOLTS - BRONZE STEM - WATEROUS	ea	$951.875	$1,903.75
943683	1	SENSUS 4 CORDONEL 23LL 1G 20FT TRPL/PULSE PRESSURE SENSOR W/TEST CONFIG: G4X1PXPBG2AXXSD	ea	$5,008.307	$5,008.31
263041	4	4 150# 304SS FLG BOLT PACK 1/8 RRRG - RED RUBBER - RING 304SS BOLTS/NUTS SSB0SF/04015RR2	ea	$21.674	$86.70
31846	2	S-9204 4IN PIPE SUPPORT - ZINC PLATED	ea	$157.353	$314.71
				Subtotal -------	$9,227.21
-.					
6" VAULT COMPONENTS					
435612	2	ROMAC 266-07001211 ALPHA-A-7.00 6in WR RSTNT CPLG DI EC SBR 304SS B&N - (6.60-7.00) - DI EPOXY COAT RESTRAINT COUPLING PN 266-07001211	ea	$696.192	$1,392.38
7435	2	6 x 4FT-0 DI FLG x PE SPOOL 125# DUCTILE IRON FLANGED x PLAIN END	ea	$550.067	$1,100.13
		2506 - 1 6 FLG NRS GATE VALVE w/HANDWHEEL - AWWA - EPDM RESILIENT WEDGE - CL125			

12376	2	FLANGED - SS BOLTS - BRONZE STEM - WATEROUS	ea	$1,272.500	$2,545.00
1177044	1	SENSUS 6 CORDONEL 18LL 1G 20FT TRPL/PULSE PRESSURE SENSOR CONFIG: G6X5XXPBG2WXXSD **NS**	ea	$7,374.439	$7,374.44
261640	4	6 150# 304SS FLG BOLT PACK 1/8 RRRG - RED RUBBER - RING 304SS BOLTS/NUTS SSB0SF/06015RR2	ea	$32.692	$130.77
158739	2	S-9206 6IN PIPE SUPPORT - ZINC PLATED	ea	$157.353	$314.71
				Subtotal -------	$12,857.43

Bid Total does not include tax. All prices herein supercede all prior quotes and are subject to change without prior notice. No guarantee is made as to the accuracy of the quantities listed. *** NOTE- All Special Order Material is Non-Returnable ***

Quoted prices subject to increases as provided in Tariffs and Additional Fees Clause Section of the Terms and Conditions: https://www.mountainland.com/privacy-legal-terms/

Subtotal	$29,460.57
Est. S&H	$0.00
Due	$29,460.57

Agenda Item No: 4.2

City Council Agenda Item Report

Meeting Date: July 14, 2026
Submitted By: Teisha WIlson
Submitting Department:
Item Type: Action Item
Agenda Section: Consent Agenda

Subject:
Approve City Council Meeting Minutes

Summary:

Attachments:

Agenda Item No: 4.3

City Council Agenda Item Report

Meeting Date: July 14, 2026
Submitted By: Teisha WIlson
Submitting Department: Finance
Item Type: Resolution
Agenda Section: Consent Agenda

Subject:
Consideration of Resolution #2026-45 adopting the certified property tax rate for Fiscal Year 2026-2027.

Summary:

Each year, the Utah State Tax Commission calculates a **certified property tax rate** for every city. This rate is designed to generate approximately the same amount of property tax revenue for the City as the previous year, excluding revenue from new growth.

This resolution formally adopts the certified property tax rate for Lehi City for Fiscal Year 2026–2027. The City is **not increasing property taxes above the certified rate**, so no Truth in Taxation hearing is required. Adopting this resolution allows the City to levy property taxes in accordance with state law and implement the adopted Fiscal Year 2026–2027 budget.

Attachments:

Cover Page.docx

Res 2026-45.pdf

Agenda Item No: 10.1

City Council Agenda Item Report

Meeting Date: July 14, 2026
Submitted By: Teisha WIlson
Submitting Department:
Item Type: Resolution
Agenda Section: Consent Agenda

Subject:
Consideration of Resolution #2026-45 adopting the certified property tax rate for Fiscal Year 2026-2027.

Summary:

Each year, the Utah State Tax Commission calculates a **certified property tax rate** for every city. This rate is designed to generate approximately the same amount of property tax revenue for the City as the previous year, excluding revenue from new growth.

This resolution formally adopts the certified property tax rate for Lehi City for Fiscal Year 2026–2027. The City is **not increasing property taxes above the certified rate**, so no Truth in Taxation hearing is required. Adopting this resolution allows the City to levy property taxes in accordance with state law and implement the adopted Fiscal Year 2026–2027 budget.

Attachments:

Res 2026-45.pdf

LEHI CITY

RESOLUTION NO. 2026-45

A RESOLUTION OF THE LEHI CITY COUNCIL ADOPTING THE CERTIFIED PROPERTY TAX RATE FOR FISCAL YEAR 2026-2027

WHEREAS, pursuant to Utah Code §§ 59-2-924 and 10-6-133, the Utah State Tax Commission and Utah County Auditor have calculated and provided Lehi City's certified property tax rate for Fiscal Year 2026-2027; and

WHEREAS, the Lehi City Council has reviewed the certified property tax rate and finds that adoption of the certified property tax rate is consistent with the City's adopted Fiscal Year 2026–2027 Budget; and

WHEREAS, the City Council desires to adopt that certified tax rate as the City's property tax levy;

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

Section 1. Adoption of Certified Property Tax Rate.

The Lehi City Council hereby adopts the certified property tax rate for Fiscal Year 2026–2027, as calculated pursuant to Utah Code § 59-2-924 and certified by the Utah State Tax Commission, as follows:

Certified Property Tax Rate: 0.001242

Section 2. Authorization.

The City Recorder and Finance Director are authorized to execute and submit any forms, certifications, or other documents required by the Utah State Tax Commission to implement this Resolution.

Section 3. Effective Date.

This Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED by the City Council of Lehi City, Utah, this 14th day of July, 2026.

Attest:

_____ _____

Mayor Paul Binns, Lehi City Teisha Wilson, City Recorder

Agenda Item No: 4.4

City Council Agenda Item Report

Meeting Date: July 14, 2026
Submitted By: Teisha WIlson
Submitting Department:
Item Type: Resolution
Agenda Section: Consent Agenda

Subject:
Consideration of Resolution #2026-46 approving an agreement with Quicksilver Concrete for the 2025 CDBG Downtown Street Improvement Project.

Summary:

Attachments:

Res 2026-46.docx

CDBG - 2025 Contract.pdf

LEHI CITY

RESOLUTION NO. 2026-46

A RESOLUTION OF THE LEHI CITY COUNCIL APPROVING A STREET IMPROVEMENT AGREEMENT WITH QUICKSILVER CONCRETE, INC.

WHEREAS, Lehi City desires to complete the 2025 Community Development Block Grant (CDBG) Downtown Street Improvement Project located at approximately _____; and

WHEREAS, the City solicited bids and selected Quicksilver Concrete, Inc. to perform the street improvement work; and

WHEREAS, on July 14, 2026, the Lehi City Council held a duly-noticed public meeting to ascertain the facts regarding this matter, which facts and comments are found in the meeting record; and,

WHEREAS, after considering the facts and comments presented to the City Council, the Council finds: (i) that it should approve an Agreement with Quicksilver Concrete, Inc.; and (ii) such action furthers the health, safety and welfare of the citizens of Lehi.

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

1. The Agreement between Lehi City and Quicksilver Concrete, Inc. 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 14th day of July, 2026.

LEHI CITY ATTEST

_____ _____

Paul Binns, Mayor Teisha Wilson, City Recorder

EXHIBIT “A”

Section 2.1

NOTICE OF AWARD

Date: 6-30-2026

Project: 2025 CDBG DOWNTOWN STREET IMPROVEMENT

Owner: Lehi City

Bidder: QUICKSILVER CONCRETE

Bidder's Address: 548 South 600 East
Lehi, UT 84043

You are notified that your Bid dated **6-30-2026** for the above Contract has been considered. You are the apparent Successful Bidder and are awarded a Contract for 2025 CDBG DOWNTOWN STREET IMPROVEMENT PROJECT

The Contract Price of your Contract is **$189,705.50**

(written out: One hundred eighty-nine thousand seven hundred five and 50/100 Dollars)

Three (3) copies of the proposed Contract Documents (including Drawings) accompany this Notice of Award.

You must comply with the following conditions precedent within 15 days of the date you receive this Notice of Award.

1. Deliver to the Owner three (3) fully executed counterparts of the Contract Documents.
2. Deliver with the executed Contract Documents the Contract Security (Bonds) as specified in the Instructions to Bidders (Article 15.2) and General Conditions (Article 2.1),

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within ten days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Contract Documents.

_____
Owner

By: _____
Authorized Signature

_____
Title

Copy to Engineer

(Use Certified Mail, Return Receipt Requested)

Section 2.2

AGREEMENT

This AGREEMENT, made this____day of _____, 2026 is by and between Lehi City ("Owner") and **QUICKSILVER CONCRETE** (Contractor"). Owner and Contractor hereby agree as follows:

PART 1 WORK

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

Installation of curb, gutter and sidewalks, ADA ramps, drive approaches, and driveway improvements. Includes removal of existing curb and gutter, sidewalk, and existing landscaping. Includes asphalt saw cutting and new asphalt paving.

PART 2 ENGINEER

2.1 The Project has been designed by Berg Civil Engineering, which is to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

PART 3 CONTRACT TIMES

3.1 *Time of the Essence*

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

3.2 *Dates for Substantial Completion and Final Payment*

A. The Work will be substantially completed on or before September 15th, 2026, and completed and ready for final payment in accordance with Part 14 of the General Conditions on or before October 1st 2026.

3.3 *Liquidated Damages*

A. Contractor and Owner recognize that time is of the essence as stated in Article 3.1 above and that Owner will suffer financial loss if the Work is not completed within the times specified in Article 3.2 above, plus any extensions thereof allowed in accordance with Part 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay Owner

$500 for each day that expires after the time specified in Article 3.2 above for Substantial Completion until the Work is substantially complete. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by Owner, Contractor shall pay Owner $500 for each day that expires after the time specified in Article 3.2 above for completion and readiness for final payment until the Work is completed and ready for final payment.

3.4 *Progress Cleaning*

A. The OWNER or ENGINEER reserves the right to shut down the CONTRACTOR with no extension of time or cost to the contract if the project progress cleaning is not being done.

PART 4 CONTRACT PRICE

4.1 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the amount determined pursuant to Paragraph 4.1A below:

A. For all Unit Price Work, payment will be an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work times the actual quantity of that item. The Bid prices for Unit Price Work set forth as of the Effective Date of the Agreement are based on estimated quantities. Estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer.

PART 5 PAYMENT PROCEDURES

5.1 *Submittal and Processing of Payments*

A. Contractor shall submit Applications for Payment in accordance with Part 14 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

5.2 *Progress Payments; Retainage*

A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the first day of each month during performance of the Work as provided in Paragraph 5.2A.1 below. All such payments will be measured by the schedule of values established as provided in Paragraph 2.7A of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Engineer may determine or Owner may withhold, including but not limited to liquidated damages, in accordance with Part 14 of the General Conditions.

a. 95 percent of Work completed (with the balance being retainage). If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and

b. 95 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 100 percent of the Work completed, less such amounts as Engineer shall determine in accordance with Part 14 of the General Conditions and less 200 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the tentative list of items to be completed or corrected attached to the certificate of Substantial Completion.

5.3 *Final Payment*

A. Upon final completion and acceptance of the Work in accordance with Article 14.8 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Article 14.9.

PART 6 INTEREST

6.1 All moneys not paid when due as provided in Part 14 of the General Conditions shall bear interest at the maximum rate allowed by law at the place the Project.

PART 7 CONTRACTOR'S REPRESENTATIONS

7.1 In order to induce Owner to enter into this Agreement, Contractor makes the following representations:

A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.

B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities), if any, that have been identified in the Supplementary Conditions as containing reliable "technical data," and (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site that have been identified in the Supplementary Conditions as containing reliable "technical data."

E. Contractor has considered the information known to Contractor; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Contract Documents; and (3) Contractor's safety precautions and programs.

F. Based on the information and observations referred to in Paragraph 7.1E above, Contractor does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.

G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.

H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.

I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

PART 8 CONTRACT DOCUMENTS

8.1 *Contents*

A. The Contract Documents consist of the following:

1. This Agreement.
2. Performance, Payment, and other Bonds.
3. Lehi City Standards and Specifications.
4. All Supplemental Specifications and Special Provisions as listed in the table of contents.
5. Drawings as listed on the sheet index.
6. Addenda as issued.
7. Exhibits to this Agreement (enumerated as follows):
    a. Contractor's Bid.
    b. Documentation submitted by Contractor prior to Notice of Award.
8. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
    a. Notice to Proceed.
    b. Work Change Directives.
    c. Change Orders.

B. The documents listed in Paragraph 8.1A are attached to this Agreement (except as expressly noted otherwise above).

C. There are no Contract Documents other than those listed above in this Part 8.

D. The Contract Documents may only be amended, modified, or supplemented as provided in Article 3.3 of the General Conditions.

PART 9 MISCELLANEOUS

9.1 *Terms*

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

9.2 *Assignment of Contract*

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

9.3 *Successors and Assigns*

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

9.4 *Severability*

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

9.5 *Contractor's Certifications*

A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Article 9.5:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. “collusive practice” means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and

4. “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement in triplicate. One counterpart each has been delivered to Owner, Contractor, and Engineer. All portions of the Contract Documents have been signed, initialed, or identified by Owner and Contractor or identified by Engineer on their behalf.

This Agreement will be effective on_____(which is the Effective Date of the Agreement).

OWNER:	CONTRACTOR
Lehi City	
By:	By:
Title:	Title:
(SEAL)	(SEAL)
Attest:	Attest:
Address for giving notices:	Address for giving notices:
Lehi City	QUICKSILVER CONCRETE
2538 North 300 West	548 S 600 E
Lehi City, Utah 84043	Lehi City, UT 84043
Phone No.	Phone No.
Fax No.	Fax No.
(Attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)	(Attach evidence of authority to sign.)

Section 2.3
NOTICE TO PROCEED

Date: 6-30-2026

Project: 2025 CDBG DOWNTOWN STREET IMPROVEMENT PROJECT

Owner: Lehi City

Contractor:

Contractor's Address:

QUICKSILVER CONCRETE
548 S 600 E
Lehi, UT 84043

You are notified that the Contract Times under the above Contract will commence to run on July 15th, 2026 On or before that date, you are to start performing your obligations under the Contract Documents. In accordance with Part 3 of the Agreement, the date of Substantial Completion is September 15th, 2026, and the date of readiness for final payment is Oct 1st, 2026.

Before you may start any Work at the Site, Paragraph 2.1A of the General Conditions provides that you and Owner must each deliver to the other (with copies to Engineer and other identified additional insureds and loss payees) certificates of insurance which each is required to purchase and maintain in accordance with the Contract Documents.

Also, before you may start any Work at the Site, you must:

[Additional requirements may be defined when Notice to Proceed is issued].

_____
Owner

By:_____
Authorized Signature

_____
Title

Copy to Engineer

(Use Certified Mail, Return Receipt Requested)

Section 2.4

PERFORMANCE BOND

Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

CONTRACTOR (*Name and Address*): SURETY (*Name, and Address of Principal Place of Business*):

OWNER (*Name and Address*):

CONTRACT
Effective Date of Agreement:
Amount:
Description (*Name and Location*):

BOND
Bond Number:
Date (*Not earlier than Effective Date of Agreement*):
Amount:
Modifications to this Bond Form:

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL	**SURETY**
_____(Seal)	_____(Seal)
Contractor's Name and Corporate Seal	Surety's Name and Corporate Seal
By: _____	By: _____
Signature	Signature (Attach Power of Attorney)
_____	_____
Print Name	Print Name
_____	_____
Title	Title
Attest: _____	Attest: _____
Signature	Signature
_____	_____
Title	Title

Note: Provide execution by additional parties, such as joint venturers, if necessary.

Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to Owner for the performance of the Contract, which is incorporated herein by reference.

1. If Contractor performs the Contract, Surety and Contractor have no obligation under this Bond, except to participate in conferences as provided in Paragraph 2.1.

2. If there is no Owner Default, Surety's obligation under this Bond shall arise after:

2.1 Owner has notified Contractor and Surety, at the addresses described in Paragraph 9 below, that Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with Contractor and Surety to be held not later than 15 days after receipt of such notice to discuss methods of performing the Contract. If Owner, Contractor, and Surety agree, Contractor shall be allowed a reasonable time to perform the Contract, but such an agreement shall not waive Owner's right, if any, subsequently to declare a Contractor Default; and

2.2 Owner has declared a Contractor Default and formally terminated Contractor's right to complete the Contract. Such Contractor Default shall not be declared earlier than 20 days after Contractor and Surety have received notice as provided in Paragraph 2.1; and

2.3 Owner has agreed to pay the Balance of the Contract Price to:

1. Surety in accordance with the terms of the Contract; or
2. Another contractor selected pursuant to Paragraph 3.3 to perform the Contract.

3. When Owner has satisfied the conditions of Paragraph 2, Surety shall promptly, and at Surety's expense, take one of the following actions:

3.1 Arrange for Contractor, with consent of Owner, to perform and complete the Contract; or

3.2 Undertake to perform and complete the Contract itself, through its agents or through independent contractors; or

3.3 Obtain bids or negotiated proposals from qualified contractors acceptable to Owner for a contract for performance and completion of the Contract, arrange for a contract to be prepared for execution by Owner and contractor selected with Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Contract, and pay to Owner the amount of damages as described in Paragraph 5 in excess of the Balance of the Contract Price incurred by Owner resulting from Contractor Default; or

3.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:

1. After investigation, determine the amount for which it may be liable to Owner and, as soon as practicable after the amount is determined, tender payment therefor to Owner; or
2. Deny liability in whole or in part and notify Owner citing reasons therefor.

4. If Surety does not proceed as provided in Paragraph 3 with reasonable promptness, Surety shall be deemed to be in default on this Bond 15 days after receipt of an additional written notice from Owner to Surety demanding that Surety perform its obligations under this Bond, and Owner shall be entitled to enforce any remedy available to Owner. If Surety proceeds as provided in Paragraph 3.4, and Owner refuses the payment tendered or Surety has denied liability, in whole or in part, without further notice Owner shall be entitled to enforce any remedy available to Owner.

5. After Owner has terminated Contractor's right to complete the Contract, and if Surety elects to act under Paragraph 3.1, 3.2, or 3.3 above, then the responsibilities of Surety to Owner shall not be greater than those of Contractor under the Contract, and the responsibilities of Owner to Surety shall not be greater than those of Owner under the Contract. To the limit of the amount of this Bond, but subject to commitment by Owner of the Balance of the Contract Price to mitigation of costs and damages on the Contract, Surety is obligated without duplication for:

5.1 The responsibilities of Contractor for correction of defective Work and completion of the Contract;

5.2 Additional legal, design professional, and delay costs resulting from Contractor's Default, and resulting from the actions of or failure to act of Surety under Paragraph 3; and

5.3 Liquidated damages, or if no liquidated damages are specified in the Contract, actual damages caused by delayed performance or non-performance of Contractor.

6. Surety shall not be liable to Owner or others for obligations of Contractor that are unrelated to the Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than Owner or its heirs, executors, administrators, or successors.

7. Surety hereby waives notice of any change, including changes of time, to Contract or to related subcontracts, purchase orders, and other obligations.

8. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the Work or part of the Work is located, and shall be instituted within two years after Contractor Default or within two years after Contractor ceased working or within two years after Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

9. Notice to Surety, Owner, or Contractor shall be mailed or delivered to the address shown on the signature page.

10. When this Bond has been furnished to comply with a statutory requirement in the location where the Contract was to be performed, any provision in this Bond conflicting with said statutory requirement shall be deemed deleted herefrom and provisions conforming to such statutory requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

11. Definitions.

11.1 Balance of the Contract Price: The total amount payable by Owner to Contractor under the Contract after all proper adjustments have been made, including allowance to Contractor of any amounts received or to be received by Owner in settlement of insurance or other Claims for damages to which Contractor is entitled, reduced by all valid and proper payments made to or on behalf of Contractor under the Contract.

11.2 Contract: The agreement between Owner and Contractor identified on the signature page, including all Contract Documents and changes thereto.

11.3 Contractor Default: Failure of Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Contract.

11.4 Owner Default: Failure of Owner, which has neither been remedied nor waived, to pay Contractor as required by the Contract or to perform and complete or otherwise comply with the other terms thereof.

PAYMENT BOND

Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

CONTRACTOR (*Name and Address*):

SURETY (*Name, and Address of Principal Place of Business*):

OWNER (*Name and Address*):

CONTRACT

Effective Date of Agreement:
Amount:
Description *(Name and Location)*:

BOND

Bond Number:
Date (*Not earlier than Effective Date of Agreement*):
Amount:
Modifications to this Bond Form:

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL	**SURETY**
_____(Seal)	_____(Seal)
Contractor's Name and Corporate Seal	Surety's Name and Corporate Seal
By: _____	By: _____
Signature	Signature (Attach Power of Attorney)
_____	_____
Print Name	Print Name
_____	_____
Title	Title
Attest: _____	Attest: _____
Signature	Signature
_____	_____
Title	Title

Note: Provide execution by additional parties, such as joint venturers, if necessary.

1. Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to Owner to pay for labor, materials, and equipment furnished by Claimants for use in the performance of the Contract, which is incorporated herein by reference.

2. With respect to Owner, this obligation shall be null and void if Contractor:

Promptly makes payment, directly or indirectly, for all sums due Claimants, and

Defends, indemnifies, and holds harmless Owner from all claims, demands, liens, or suits alleging non-payment by Contractor by any person or entity who furnished labor, materials, or equipment for use in the performance of the Contract, provided Owner has promptly notified Contractor and Surety (at the addresses described in Paragraph 12) of any claims, demands, liens, or suits and tendered defense of such claims, demands, liens, or suits to Contractor and Surety, and provided there is no Owner Default.

3. With respect to Claimants, this obligation shall be null and void if Contractor promptly makes payment, directly or indirectly, for all sums due.

4. Surety shall have no obligation to Claimants under this Bond until:

Claimants who are employed by or have a direct contract with Contractor have given notice to Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to Owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.

Claimants who do not have a direct contract with Contractor:

1. Have furnished written notice to Contractor and sent a copy, or notice thereof, to Owner, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials or equipment were furnished or supplied, or for whom the labor was done or performed; and
2. Have either received a rejection in whole or in part from Contractor, or not received within 30 days of furnishing the above notice any communication from Contractor by which Contractor had indicated the claim will be paid directly or indirectly; and
3. Not having been paid within the above 30 days, have sent a written notice to Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to Contractor.

5. If a notice by a Claimant required by Paragraph 4 is provided by Owner to Contractor or to Surety, that is sufficient compliance.

6. Reserved.

7. Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by Surety.

8. Amounts owed by Owner to Contractor under the Contract shall be used for the performance of the Contract and to satisfy claims, if any, under any performance bond. By Contractor furnishing and Owner accepting this Bond, they agree that all funds earned by Contractor in the performance of the Contract are dedicated to satisfy obligations of Contractor and Surety under this Bond, subject to Owner's priority to use the funds for the completion of the Work.

9. Surety shall not be liable to Owner, Claimants, or others for obligations of Contractor that are unrelated to the Contract. Owner shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.

10. Surety hereby waives notice of any change, including changes of time, to the Contract or to related subcontracts, purchase orders, and other obligations.

11. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the Work or part of the Work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by Paragraph 4.1 or Paragraph 4.2.3, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12. Notice to Surety, Owner, or Contractor shall be mailed or delivered to the addresses shown on the signature page. Actual receipt of notice by Surety, Owner, or Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.

13. When this Bond has been furnished to comply with a statutory requirement in the location where the Contract was to be performed, any provision in this Bond conflicting with said statutory requirement shall be deemed deleted herefrom and provisions conforming to such statutory requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory Bond and not as a common law bond.

14. Upon request of any person or entity appearing to be a potential beneficiary of this Bond, Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.

15. Definitions

Claimant: An individual or entity having a direct contract with Contractor, or with a first-tier subcontractor of Contractor, to furnish labor, materials, or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Contract, architectural and engineering services required for performance of the Work of Contractor and Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.

Contract: The agreement between Owner and Contractor identified on the signature page, including all Contract Documents and changes thereto.

Owner Default: Failure of Owner, which has neither been remedied nor waived, to pay Contractor as required by the Contract, or to perform and complete or otherwise comply with the other terms thereof.

Agenda Item No: 5.1

City Council Agenda Item Report

Meeting Date: July 14, 2026
Submitted By: Katie Bussell
Submitting Department: Planning Division
Item Type: Action Item
Agenda Section: Regular Agenda

Subject:
Consideration of approval for a change to the storm drain system located at 4218 West 1700 North.

Summary:

Attachments:

Grow Industrial Stormdrain System - CC Packet.pdf

GROW INDUSTRIAL STORMDRAIN SYSTEM
CITY COUNCIL REPORT

Applicant	Albion Development		
Meeting Date	July 14, 2026		
Requested Action/Purpose	Approval of a revision to the storm drain system		
Location	4218 West 1700 North		
Project Area	1.35 acres		
Existing Zoning	Light Industrial		
General Plan Land Use Designation	Light Industrial		
Adjacent Zoning and Land Use	*North*	Light Industrial	Storage units
	South	Light Industrial	Caliber Collision
	East	R-3	The Exchange single-family homes
	West	Light Industrial	Storage units
Date of DRC Review	June 10, 2026		
Assigned Planner	Katie Bussell		

REQUIRED ACTION

Planning Commission	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.

PROPERTY HISTORY

October 30, 2020 Property recorded as part of The Hub Business Park subdivision.

July 29, 2021 The General Plan Designation for this property changed to Light Industrial.

REPORT ANALYSIS

The applicant requests approval of modifications to a storm drain system located at 4218 West 1700 North. Specifically, Albion Development would like to modify the regional detention basin for the Hub subdivision. The basin is located on parcel 3 of the subdivision and has been detaining water for the Store It storage units and the Silver Bear Swim School within the Hub business park. It is currently undeveloped except for the detention basin. Albion Development would like to place a commercial development on the parcel with the detention basin. Albion Development is proposing to install an underground Storm Tec system to detain storm water for the platted lots within the Hub plat to continue to manage the stormdrain for the area.

The subdivision plat for the Hub subdivision requires that any modification for the retention facility cannot be altered without approval by the Lehi City Council and City Engineer.

The DRC had four redline comments, including:
1. This design does not leave enough room for sewer and water mains in project.

2. Provide a plan view showing the whole area this is designed to be a retention basin for.
3. Provide the geotechnical report showing the perc rate for this site and verify that the rate used in the calculations is half the measured rate according to the Lehi design standards.
4. Add note to plans: Private stormwater retention chambers and collection system to be owned and maintained by the owner(s) of the property and not to be altered without approval by Lehi City Council and City Engineer.

Please consider all DRC comments in your motion.

POSSIBLE MOTIONS AND FINDINGS

The City Council may move to approve or deny the proposed revision to the stormdrain system. Any motion should include findings. Possible findings include:

1. The proposed revision is/is not consistent with the Lehi City Development Code
2. The proposed revision does/does not conform to the goals and policies of the General Plan.
3. Other findings as determined by the public hearing.

Grow Industrial Stormdrain System
DRC Redline Comments

*Albion Development- requests review of the **Grow Industrial Stormdrain System Revision** located at 4218 West 0700 North.*

DRC Members Present: Glade Kirkham, Garion Rowett, Ryan Allred, Shelbey Brewer, Kim Struthers, Gary Smith, Gary Ellis, James Farnsworth, Luke Seegmiller, Brad Wilbur
Assigned Planner: Katie Bussell
Representatives of the Applicant Present:
Date of Plans Reviewed: 6/2/26
Time Start: 3:10 PM
Time End: 3:25 PM

DRC REDLINE COMMENTS:
Glade – Power:
A. Consider power service and transformer location. See Lehi Power standards.
Brad – Fiber: No comments.
Garion – Fire: No comments.
Ryan – Water/Sewer:
1. This design does not leave enough room for sewer and water mains in project.
James – Parks: No comments.
Gary S. – Building/Inspections: No comments.
Shelbey – Public Works: No comments.
Gary E. – Engineering:
2. Provide a plan view showing the whole area this is designed to be a retention basin for.
3. Provide the geotechnical report showing the perc rate for this site and verify that the rate used in the calculations is half the measured rate according to the Lehi design standards.
4. Add note to plans:
   Private stormwater retention chambers and collection system to be owned and maintained by the owner(s) of the property and not to be altered without approval by Lehi City Council and City Engineer.

Kim – Planning: No comments.

THIS ITEM WILL BE SCHEDULED FOR CITY COUNCIL ON JULY 14TH.

PRECON MEETING REQUIRED? (FULL, TAIILGATE, NONE)

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

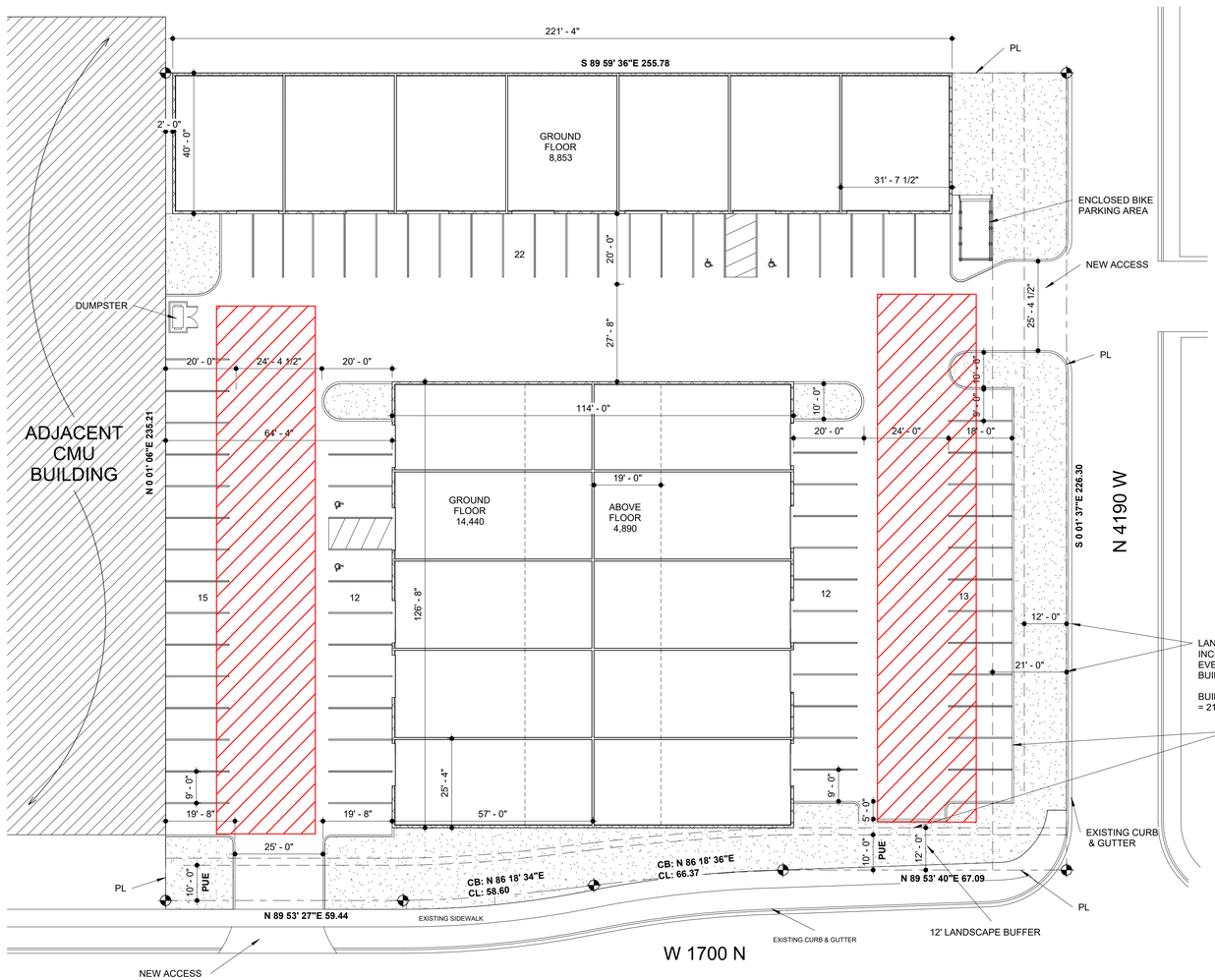
Lehi City Council,

Albion Development & Investment would like to formally submit a request to amend the design for "The HUB" regional detention basin. To date, the basin has been detaining storm water for the Store It storage units and the Silver Bear Swim School within The HUB business park. Our team is proposing a commercial/retail development on the remnant 1.3 acre Store It parcel that currently serves as the detention basin for the aforementioned businesses. We propose to design and install an underground Storm Tec system to detain storm water for the platted lots within The Hub plat. With the exception of Lot 4, who will be detaining their own storm water.

Thank you in advance for your consideration.

Jared Morgan

Albion Development



Section 37.060. Parking Standards
Long-term bike parking shall be placed within a secure covered parking area, bike lockers, or an indoor bicycle storage room or area.

LONG TERM BIKE PARKING CALCULATIONS					
USE	FORMULA per Lei City Code 37.100	AREA	SPACES REQUIRED	SPACES REQUIRED	SPACES PROVIDED
CORPORATE OFFICES/ BUSINESS OFFICES	1 SPACE PER 10,000 SF OF GROSS FLOOR AREA	37,036	3	11	12
MANUFACTURING/ INDUSTRIAL	4 SPACES PER BUILDING		8		

PARKING CALCULATIONS					
USE	AREA	FORMULA per Lehi City Code	SPACES REQUIRED	SPACES PROVIDED	ADA SPACES per IBC Table 1106.1
OFFICE/WAREHOUSE	37,036	1 SPACE per 500 Sq Ft	74	74	2 REQUIRED 4 PROVIDED

SITE TABULATION TABLE		
	AREA	PERCENTAGE
BUILDING	23,913	41
LANDSCAPE	8,213	12
HARDSCAPE	27,978	47
TOTAL SITE	58,973	100

REQUIRED: PARKING LANDSCAPE TO BE 10% OF PAKRING AREA
PAKRING AREA: 27,742
TOTAL LANDSCAPE : 8,213

NORTH W E S

ARCHITECTURAL SITE PLAN

SCALE 1" = 20'-0"

REVISIONS
DATE
1
2
3
4

ARCHITECTURAL COALITION
962 West 800 North, Orem Utah, 84057 PH: 801-491-0275

PRELIMINARY NOT FOR CONSTRUCTION

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Grow Development
4216 W 1700 N, Lehi, UT 84043

SHEET NO.
A-0.7
DATE
Issue Date

3/24/2026 8:18:51 AM K:\Drawings 2026\2026-014 Grow Development\2026-014 Grow Development SITE.rvt

PROJECT INFORMATION	
ENGINEERED PRODUCT MANAGER	
ADS SALES REP	
PROJECT NO.	

Advanced Drainage Systems, Inc.

SiteAssist™
FOR STORMTECH
INSTALLATION INSTRUCTIONS
VISIT OUR APP

GROW INDUSTRIAL

LEHI, UT, USA

MC-7200 STORMTECH CHAMBER SPECIFICATIONS

1. CHAMBERS SHALL BE STORMTECH MC-7200.
2. CHAMBERS SHALL BE ARCH-SHAPED AND SHALL BE MANUFACTURED FROM VIRGIN, IMPACT-MODIFIED POLYPROPYLENE COPOLYMERS.
3. CHAMBERS SHALL MEET THE REQUIREMENTS OF ASTM F2418, "STANDARD SPECIFICATION FOR POLYPROPYLENE (PP) CORRUGATED WALL STORMWATER COLLECTION CHAMBERS" CHAMBER CLASSIFICATION 60x101.
4. CHAMBER ROWS SHALL PROVIDE CONTINUOUS, UNOBSTRUCTED INTERNAL SPACE WITH NO INTERNAL SUPPORTS THAT WOULD IMPEDE FLOW OR LIMIT ACCESS FOR INSPECTION.
5. THE STRUCTURAL DESIGN OF THE CHAMBERS, THE STRUCTURAL BACKFILL, AND THE INSTALLATION REQUIREMENTS SHALL ENSURE THAT THE LOAD FACTORS SPECIFIED IN THE AASHTO LRFD BRIDGE DESIGN SPECIFICATIONS, SECTION 12.12, ARE MET FOR: 1) LONG-DURATION DEAD LOADS AND 2) SHORT-DURATION LIVE LOADS, BASED ON THE AASHTO DESIGN TRUCK WITH CONSIDERATION FOR IMPACT AND MULTIPLE VEHICLE PRESENCES.
6. CHAMBERS SHALL BE DESIGNED, TESTED AND ALLOWABLE LOAD CONFIGURATIONS DETERMINED IN ACCORDANCE WITH ASTM F2787, "STANDARD PRACTICE FOR STRUCTURAL DESIGN OF THERMOPLASTIC CORRUGATED WALL STORMWATER COLLECTION CHAMBERS". LOAD CONFIGURATIONS SHALL INCLUDE: 1) INSTANTANEOUS (<1 MIN) AASHTO DESIGN TRUCK LIVE LOAD ON MINIMUM COVER 2) MAXIMUM PERMANENT (75-YR) COVER LOAD AND 3) ALLOWABLE COVER WITH PARKED (1-WEEK) AASHTO DESIGN TRUCK.
7. REQUIREMENTS FOR HANDLING AND INSTALLATION:
   - TO MAINTAIN THE WIDTH OF CHAMBERS DURING SHIPPING AND HANDLING, CHAMBERS SHALL HAVE INTEGRAL, INTERLOCKING STACKING LUGS.
   - TO ENSURE A SECURE JOINT DURING INSTALLATION AND BACKFILL, THE HEIGHT OF THE CHAMBER JOINT SHALL NOT BE LESS THAN 3".
   - TO ENSURE THE INTEGRITY OF THE ARCH SHAPE DURING INSTALLATION, a) THE ARCH STIFFNESS CONSTANT SHALL BE GREATER THAN OR EQUAL TO 500 LBS/FT/%. THE ASC IS DEFINED IN SECTION 6.2.8 OF ASTM F2418. AND b) TO RESIST CHAMBER DEFORMATION DURING INSTALLATION AT ELEVATED TEMPERATURES (ABOVE 73° F / 23° C), CHAMBERS SHALL BE PRODUCED FROM REFLECTIVE GOLD OR YELLOW COLORS.
8. ONLY CHAMBERS THAT ARE APPROVED BY THE SITE DESIGN ENGINEER WILL BE ALLOWED. UPON REQUEST BY THE SITE DESIGN ENGINEER OR OWNER, THE CHAMBER MANUFACTURER SHALL SUBMIT A STRUCTURAL EVALUATION FOR APPROVAL BEFORE DELIVERING CHAMBERS TO THE PROJECT SITE AS FOLLOWS:
   - THE STRUCTURAL EVALUATION SHALL BE SEALED BY A REGISTERED PROFESSIONAL ENGINEER.
   - THE STRUCTURAL EVALUATION SHALL DEMONSTRATE THAT THE SAFETY FACTORS ARE GREATER THAN OR EQUAL TO 1.95 FOR DEAD LOAD AND 1.75 FOR LIVE LOAD, THE MINIMUM REQUIRED BY ASTM F2787 AND BY SECTIONS 3 AND 12.12 OF THE AASHTO LRFD BRIDGE DESIGN SPECIFICATIONS FOR THERMOPLASTIC PIPE.
   - THE TEST DERIVED CREEP MODULUS AS SPECIFIED IN ASTM F2418 SHALL BE USED FOR PERMANENT DEAD LOAD DESIGN EXCEPT THAT IT SHALL BE THE 75-YEAR MODULUS USED FOR DESIGN.
9. CHAMBERS AND END CAPS SHALL BE PRODUCED AT AN ISO 9001 CERTIFIED MANUFACTURING FACILITY.
10. MANIFOLD SIZE TO BE DETERMINED BY SITE DESIGN ENGINEER. SEE TECH NOTE #6.32 FOR MANIFOLD SIZING GUIDANCE. DUE TO THE ADAPTATION OF THIS CHAMBER SYSTEM TO SPECIFIC SITE AND DESIGN CONSTRAINTS, IT MAY BE NECESSARY TO CUT AND COUPLE ADDITIONAL PIPE TO STANDARD MANIFOLD COMPONENTS IN THE FIELD.
11. ADS DOES NOT DESIGN OR PROVIDE MEMBRANE LINER SYSTEMS. TO MINIMIZE THE LEAKAGE POTENTIAL OF LINER SYSTEMS, THE MEMBRANE LINER SYSTEM SHOULD BE DESIGNED BY A KNOWLEDGEABLE GEOTEXTILE PROFESSIONAL AND INSTALLED BY A QUALIFIED CONTRACTOR.

IMPORTANT - NOTES FOR THE BIDDING AND INSTALLATION OF MC-7200 CHAMBER SYSTEM

1. STORMTECH MC-7200 CHAMBERS SHALL NOT BE INSTALLED UNTIL THE MANUFACTURER'S REPRESENTATIVE HAS COMPLETED A PRE-CONSTRUCTION MEETING WITH THE INSTALLERS.
2. STORMTECH MC-7200 CHAMBERS SHALL BE INSTALLED IN ACCORDANCE WITH THE "MC-7200 STORMTECH CHAMBER INSTALLATION GUIDE".
3. CHAMBERS ARE NOT TO BE BACKFILLED WITH A DOZER OR EXCAVATOR SITUATED OVER THE CHAMBERS. STORMTECH RECOMMENDS 3 BACKFILL METHODS:
   - STONESHOOTER LOCATED OFF THE CHAMBER BED.
   - BACKFILL AS ROWS ARE BUILT USING AN EXCAVATOR ON THE FOUNDATION STONE OR SUBGRADE.
   - BACKFILL FROM OUTSIDE THE EXCAVATION USING A LONG BOOM HOE OR EXCAVATOR.
4. THE FOUNDATION STONE SHALL BE LEVELED AND COMPACTED PRIOR TO PLACING CHAMBERS.
5. JOINTS BETWEEN CHAMBERS SHALL BE PROPERLY SEATED PRIOR TO PLACING STONE.
6. MAINTAIN MINIMUM - 9" (230 mm) SPACING BETWEEN THE CHAMBER ROWS.
7. INLET AND OUTLET MANIFOLDS MUST BE INSERTED A MINIMUM OF 12" (300 mm) INTO CHAMBER END CAPS.
8. EMBEDMENT STONE SURROUNDING CHAMBERS MUST BE A CLEAN, CRUSHED, ANGULAR STONE OR RECYCLED CONCRETE; AASHTO M43 #3, 357, 4, 467, 5, 56, OR 57.
9. STONE SHALL BE BROUGHT UP EVENLY AROUND CHAMBERS SO AS NOT TO DISTORT THE CHAMBER SHAPE. STONE DEPTHS SHOULD NEVER DIFFER BY MORE THAN 12" (300 mm) BETWEEN ADJACENT CHAMBER ROWS.
10. STONE MUST BE PLACED ON THE TOP CENTER OF THE CHAMBER TO ANCHOR THE CHAMBERS IN PLACE AND PRESERVE ROW SPACING.
11. THE CONTRACTOR MUST REPORT ANY DISCREPANCIES WITH CHAMBER FOUNDATION MATERIAL BEARING CAPACITIES TO THE SITE DESIGN ENGINEER.
12. ADS RECOMMENDS THE USE OF "FLEXSTORM CATCH IT" INSERTS DURING CONSTRUCTION FOR ALL INLETS TO PROTECT THE SUBSURFACE STORMWATER MANAGEMENT SYSTEM FROM CONSTRUCTION SITE RUNOFF.

NOTES FOR CONSTRUCTION EQUIPMENT

1. STORMTECH MC-7200 CHAMBERS SHALL BE INSTALLED IN ACCORDANCE WITH THE "MC-7200 STORMTECH CHAMBER INSTALLATION GUIDE".
2. THE USE OF EQUIPMENT OVER MC-7200 CHAMBERS IS LIMITED:
   - NO EQUIPMENT IS ALLOWED ON BARE CHAMBERS.
   - NO RUBBER TIRED LOADER, DUMP TRUCK, OR EXCAVATORS ARE ALLOWED UNTIL PROPER FILL DEPTHS ARE REACHED IN ACCORDANCE WITH THE "MC-7200 STORMTECH CHAMBER INSTALLATION GUIDE".
   - WEIGHT LIMITS FOR CONSTRUCTION EQUIPMENT CAN BE FOUND IN THE "MC-7200 STORMTECH CHAMBER INSTALLATION GUIDE".
3. FULL 36" (900 mm) OF STABILIZED COVER MATERIALS OVER THE CHAMBERS IS REQUIRED FOR DUMP TRUCK TRAVEL OR DUMPING.

USE OF A DOZER TO PUSH EMBEDMENT STONE BETWEEN THE ROWS OF CHAMBERS MAY CAUSE DAMAGE TO CHAMBERS AND IS NOT AN ACCEPTABLE BACKFILL METHOD. ANY CHAMBERS DAMAGED BY USING THE "DUMP AND PUSH" METHOD ARE NOT COVERED UNDER THE STORMTECH STANDARD WARRANTY.

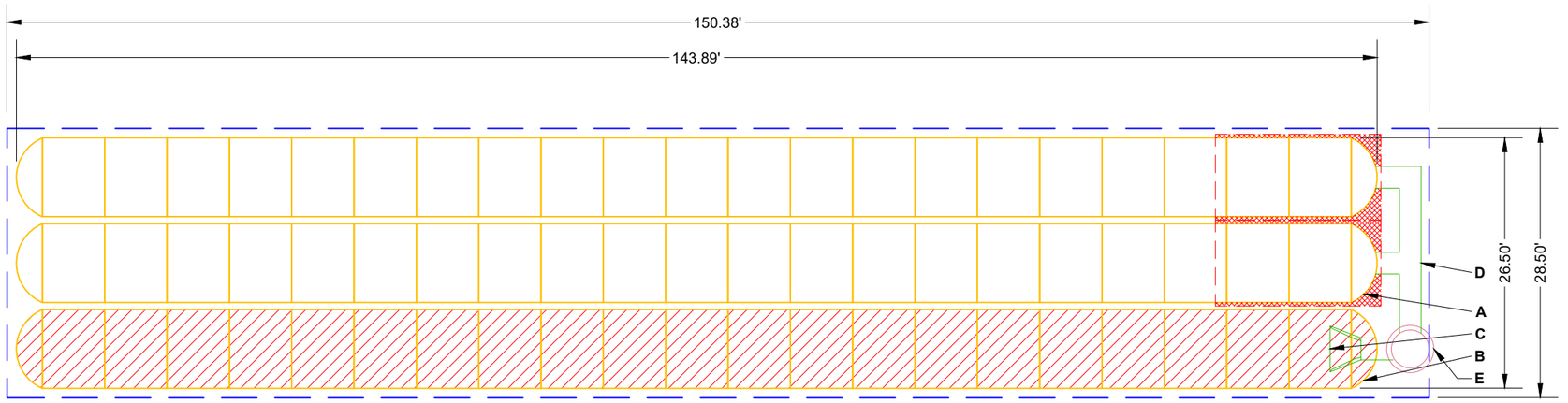
CONTACT ADS WITH ANY QUESTIONS ON INSTALLATION REQUIREMENTS OR WEIGHT LIMITS FOR CONSTRUCTION EQUIPMENT.

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	PROPOSED LAYOUT	PROPOSED ELEVATIONS	
63	STORMTECH MC-7200 CHAMBERS	MAXIMUM ALLOWABLE GRADE (TOP OF PAVEMENT/UNPAVED):	4812.75
6	STORMTECH MC-7200 END CAPS	MINIMUM ALLOWABLE GRADE (UNPAVED WITH TRAFFIC):	4808.25
12	STONE ABOVE (in)	MINIMUM ALLOWABLE GRADE (UNPAVED NO TRAFFIC):	4807.75
9	STONE BELOW (in)	MINIMUM ALLOWABLE GRADE (TOP OF RIGID CONCRETE PAVEMENT):	4807.75
40	STONE VOID	MINIMUM ALLOWABLE GRADE (BASE OF FLEXIBLE PAVEMENT):	4807.75
18363	INSTALLED SYSTEM VOLUME (CF) (PERIMETER STONE INCLUDED) (COVER STONE INCLUDED) (BASE STONE INCLUDED)	TOP OF STONE:	4806.75
		TOP OF MC-7200 CHAMBER:	4805.75
		24" x 24" TOP MANIFOLD INVERT:	4802.67
		24" ISOLATOR ROW PLUS INVERT:	4800.94
4286	SYSTEM AREA (SF)	BOTTOM OF MC-7200 CHAMBER:	4800.75
357.8	SYSTEM PERIMETER (ft)	BOTTOM OF STONE:	4800.00

*INVERT ABOVE BASE OF CHAMBER

PART TYPE	ITEM ON LAYOUT	DESCRIPTION	INVERT*	MAX FLOW
PREFABRICATED END CAP	A	24" TOP PARTIAL CUT END CAP, PART#: MC4500IEPP24T / TYP OF ALL 24" TOP CONNECTIONS		
PREFABRICATED END CAP	B	24" BOTTOM PARTIAL CUT END CAP, PART#: MC4500IEPP24B / TYP OF ALL 24" BOTTOM CONNECTIONS AND ISOLATOR PLUS ROWS		
FLAMP	C	INSTALL FLAMP ON 24" ACCESS PIPE / PART#: MCFLAMP		
MANIFOLD	D	24" x 24" TOP MANIFOLD, ADS N-12	23.05"	
CONCRETE STRUCTURE	E	(DESIGN BY ENGINEER / PROVIDED BY OTHERS)		19.0 CFS IN



ISOLATOR ROW PLUS
(SEE DETAIL)

PLACE MINIMUM 17.50' OF ADSPLUS125 WOVEN GEOTEXTILE OVER BEDDING STONE AND UNDERNEATH CHAMBER FEET FOR SCOUR PROTECTION AT ALL CHAMBER INLET ROWS

BED LIMITS

NOTES
- THE SITE DESIGN ENGINEER MUST REVIEW ELEVATIONS AND IF NECESSARY ADJUST GRADING TO ENSURE THE CHAMBER COVER REQUIREMENTS ARE MET.
- **NOT FOR CONSTRUCTION**: THIS LAYOUT IS FOR DIMENSIONAL PURPOSES ONLY TO PROVE CONCEPT & THE REQUIRED STORAGE VOLUME CAN BE ACHIEVED ON SITE.

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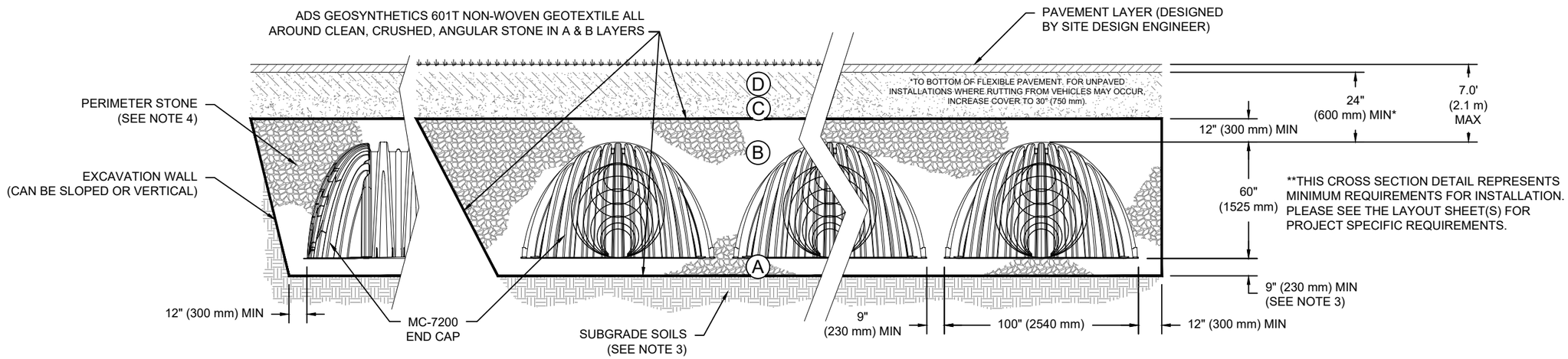
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2 OF 5

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ACCEPTABLE FILL MATERIALS: STORMTECH MC-7200 CHAMBER SYSTEMS

MATERIAL LOCATION		DESCRIPTION	AASHTO MATERIAL CLASSIFICATIONS	COMPACTION / DENSITY REQUIREMENT
D	**FINAL FILL:** FILL MATERIAL FOR LAYER 'D' STARTS FROM THE TOP OF THE 'C' LAYER TO THE BOTTOM OF FLEXIBLE PAVEMENT OR UNPAVED FINISHED GRADE ABOVE. NOTE THAT PAVEMENT SUBBASE MAY BE PART OF THE 'D' LAYER	ANY SOIL/ROCK MATERIALS, NATIVE SOILS, OR PER ENGINEER'S PLANS. CHECK PLANS FOR PAVEMENT SUBGRADE REQUIREMENTS.	N/A	PREPARE PER SITE DESIGN ENGINEER'S PLANS. PAVED INSTALLATIONS MAY HAVE STRINGENT MATERIAL AND PREPARATION REQUIREMENTS.
C	**INITIAL FILL:** FILL MATERIAL FOR LAYER 'C' STARTS FROM THE TOP OF THE EMBEDMENT STONE ('B' LAYER) TO 24" (600 mm) ABOVE THE TOP OF THE CHAMBER. NOTE THAT PAVEMENT SUBBASE MAY BE A PART OF THE 'C' LAYER.	GRANULAR WELL-GRADED SOIL/AGGREGATE MIXTURES, <35% FINES OR PROCESSED AGGREGATE. MOST PAVEMENT SUBBASE MATERIALS CAN BE USED IN LIEU OF THIS LAYER.	AASHTO M145[1] A-1, A-2-4, A-3 OR AASHTO M43[1] 3, 357, 4, 467, 5, 56, 57, 6, 67, 68, 7, 78, 8, 89, 9, 10	BEGIN COMPACTIONS AFTER 24" (600 mm) OF MATERIAL OVER THE CHAMBERS IS REACHED. COMPACT ADDITIONAL LAYERS IN 12" (300 mm) MAX LIFTS TO A MIN. 95% PROCTOR DENSITY FOR WELL GRADED MATERIAL AND 95% RELATIVE DENSITY FOR PROCESSED AGGREGATE MATERIALS.
B	**EMBEDMENT STONE:** FILL SURROUNDING THE CHAMBERS FROM THE FOUNDATION STONE ('A' LAYER) TO THE 'C' LAYER ABOVE.	CLEAN, CRUSHED, ANGULAR STONE OR RECYCLED CONCRETE[5]	AASHTO M43[1] 3, 357, 4, 467, 5, 56, 57	NO COMPACTION REQUIRED.
A	**FOUNDATION STONE:** FILL BELOW CHAMBERS FROM THE SUBGRADE UP TO THE FOOT (BOTTOM) OF THE CHAMBER.	CLEAN, CRUSHED, ANGULAR STONE OR RECYCLED CONCRETE[5]	AASHTO M43[1] 3, 357, 4, 467, 5, 56, 57	PLATE COMPACT OR ROLL TO ACHIEVE A FLAT SURFACE.[2,3]

PLEASE NOTE:
1. THE LISTED AASHTO DESIGNATIONS ARE FOR GRADATIONS ONLY. THE STONE MUST ALSO BE CLEAN, CRUSHED, ANGULAR. FOR EXAMPLE, A SPECIFICATION FOR #4 STONE WOULD STATE: "CLEAN, CRUSHED, ANGULAR NO. 4 (AASHTO M43) STONE".
2. STORMTECH COMPACTION REQUIREMENTS ARE MET FOR 'A' LOCATION MATERIALS WHEN PLACED AND COMPACTED IN 9" (230 mm) (MAX) LIFTS USING TWO FULL COVERAGES WITH A VIBRATORY COMPACTOR.
3. WHERE INFILTRATION SURFACES MAY BE COMPROMISED BY COMPACTION, FOR STANDARD DESIGN LOAD CONDITIONS, A FLAT SURFACE MAY BE ACHIEVED BY RAKING OR DRAGGING WITHOUT COMPACTION EQUIPMENT. FOR SPECIAL LOAD DESIGNS, CONTACT STORMTECH FOR COMPACTION REQUIREMENTS.
4. ONCE LAYER 'C' IS PLACED, ANY SOIL/MATERIAL CAN BE PLACED IN LAYER 'D' UP TO THE FINISHED GRADE. MOST PAVEMENT SUBBASE SOILS CAN BE USED TO REPLACE THE MATERIAL REQUIREMENTS OF LAYER 'C' OR 'D' AT THE SITE DESIGN ENGINEER'S DISCRETION.
5. WHERE RECYCLED CONCRETE AGGREGATE IS USED IN LAYERS 'A' OR 'B' THE MATERIAL SHOULD ALSO MEET THE ACCEPTABILITY CRITERIA OUTLINED IN TECHNICAL NOTE 6.20 "RECYCLED CONCRETE STRUCTURAL BACKFILL".



NOTES:

1. CHAMBERS SHALL MEET THE REQUIREMENTS OF ASTM F2418, "STANDARD SPECIFICATION FOR POLYPROPYLENE (PP) CORRUGATED WALL STORMWATER COLLECTION CHAMBERS" CHAMBER CLASSIFICATION 60x101
2. MC-7200 CHAMBERS SHALL BE DESIGNED IN ACCORDANCE WITH ASTM F2787 "STANDARD PRACTICE FOR STRUCTURAL DESIGN OF THERMOPLASTIC CORRUGATED WALL STORMWATER COLLECTION CHAMBERS".
3. THE SITE DESIGN ENGINEER IS RESPONSIBLE FOR ASSESSING THE BEARING RESISTANCE (ALLOWABLE BEARING CAPACITY) OF THE SUBGRADE SOILS AND THE DEPTH OF FOUNDATION STONE WITH CONSIDERATION FOR THE RANGE OF EXPECTED SOIL MOISTURE CONDITIONS. REFERENCE STORMTECH DESIGN MANUAL FOR BEARING CAPACITY GUIDANCE.
4. PERIMETER STONE MUST BE EXTENDED HORIZONTALLY TO THE EXCAVATION WALL FOR BOTH VERTICAL AND SLOPED EXCAVATION WALLS.
5. REQUIREMENTS FOR HANDLING AND INSTALLATION:
   - TO MAINTAIN THE WIDTH OF CHAMBERS DURING SHIPPING AND HANDLING, CHAMBERS SHALL HAVE INTEGRAL, INTERLOCKING STACKING LUGS.
   - TO ENSURE A SECURE JOINT DURING INSTALLATION AND BACKFILL, THE HEIGHT OF THE CHAMBER JOINT SHALL NOT BE LESS THAN 3".
   - TO ENSURE THE INTEGRITY OF THE ARCH SHAPE DURING INSTALLATION, a) THE ARCH STIFFNESS CONSTANT SHALL BE GREATER THAN OR EQUAL TO 500 LBS/FT/%. THE ASC IS DEFINED IN SECTION 6.2.8 OF ASTM F2418. AND b) TO RESIST CHAMBER DEFORMATION DURING INSTALLATION AT ELEVATED TEMPERATURES (ABOVE 73° F / 23° C), CHAMBERS SHALL BE PRODUCED FROM REFLECTIVE GOLD OR YELLOW COLORS.

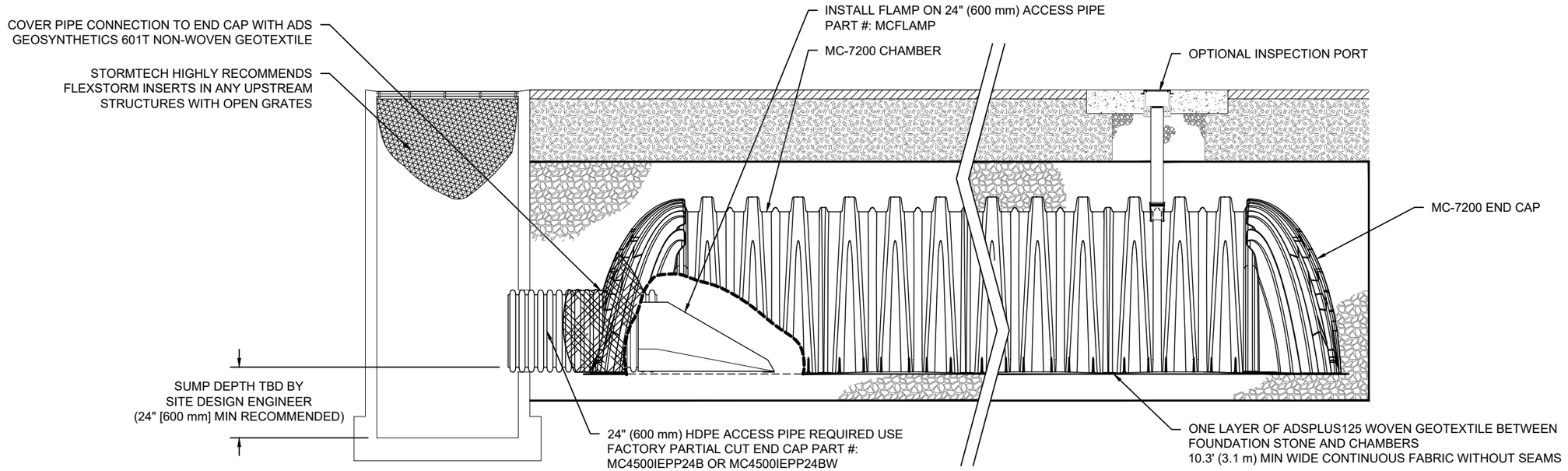
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MC-7200 ISOLATOR ROW PLUS DETAIL
NTS

INSPECTION & MAINTENANCE

STEP 1) INSPECT ISOLATOR ROW PLUS FOR SEDIMENT
- A. INSPECTION PORTS (IF PRESENT)
  - A.1. REMOVE/OPEN LID ON NYLOPLAST INLINE DRAIN
  - A.2. REMOVE AND CLEAN FLEXSTORM FILTER IF INSTALLED
  - A.3. USING A FLASHLIGHT AND STADIA ROD, MEASURE DEPTH OF SEDIMENT AND RECORD ON MAINTENANCE LOG
  - A.4. LOWER A CAMERA INTO ISOLATOR ROW PLUS FOR VISUAL INSPECTION OF SEDIMENT LEVELS (OPTIONAL)
  - A.5. IF SEDIMENT IS AT, OR ABOVE, 3" (80 mm) PROCEED TO STEP 2. IF NOT, PROCEED TO STEP 3.
- B. ALL ISOLATOR PLUS ROWS
  - B.1. REMOVE COVER FROM STRUCTURE AT UPSTREAM END OF ISOLATOR ROW PLUS
  - B.2. USING A FLASHLIGHT, INSPECT DOWN THE ISOLATOR ROW PLUS THROUGH OUTLET PIPE
    - i) MIRRORS ON POLES OR CAMERAS MAY BE USED TO AVOID A CONFINED SPACE ENTRY
    - ii) FOLLOW OSHA REGULATIONS FOR CONFINED SPACE ENTRY IF ENTERING MANHOLE
  - B.3. IF SEDIMENT IS AT, OR ABOVE, 3" (80 mm) PROCEED TO STEP 2. IF NOT, PROCEED TO STEP 3.

STEP 2) CLEAN OUT ISOLATOR ROW PLUS USING THE JETVAC PROCESS
- A. A FIXED CULVERT CLEANING NOZZLE WITH REAR FACING SPREAD OF 45" (1.1 m) OR MORE IS PREFERRED
- B. APPLY MULTIPLE PASSES OF JETVAC UNTIL BACKFLUSH WATER IS CLEAN
- C. VACUUM STRUCTURE SUMP AS REQUIRED

STEP 3) REPLACE ALL COVERS, GRATES, FILTERS, AND LIDS; RECORD OBSERVATIONS AND ACTIONS.

STEP 4) INSPECT AND CLEAN BASINS AND MANHOLES UPSTREAM OF THE STORMTECH SYSTEM.

NOTES

1. INSPECT EVERY 6 MONTHS DURING THE FIRST YEAR OF OPERATION. ADJUST THE INSPECTION INTERVAL BASED ON PREVIOUS OBSERVATIONS OF SEDIMENT ACCUMULATION AND HIGH WATER ELEVATIONS.

2. CONDUCT JETTING AND VACTORING ANNUALLY OR WHEN INSPECTION SHOWS THAT MAINTENANCE IS NECESSARY.

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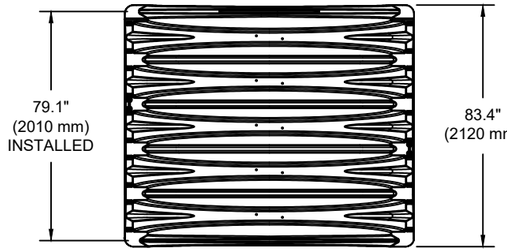
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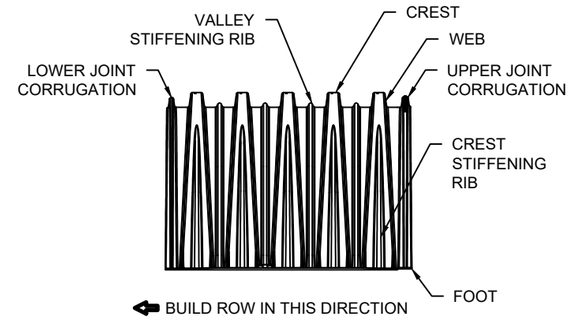
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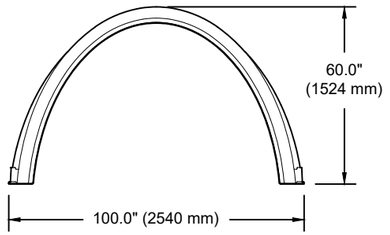
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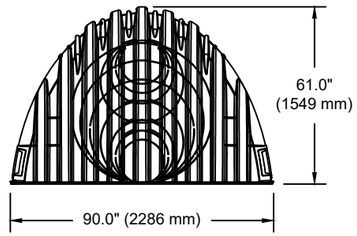
MC-7200 TECHNICAL SPECIFICATION

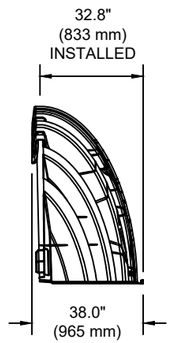
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NOMINAL CHAMBER SPECIFICATIONS

SIZE (W X H X INSTALLED LENGTH)	100.0" X 60.0" X 79.1"	(2540 mm X 1524 mm X 2010 mm)
CHAMBER STORAGE	175.9 CUBIC FEET	(4.98 m³)
MINIMUM INSTALLED STORAGE*	267.3 CUBIC FEET	(7.56 m³)
WEIGHT (NOMINAL)	205 lbs.	(92.9 kg)

NOMINAL END CAP SPECIFICATIONS

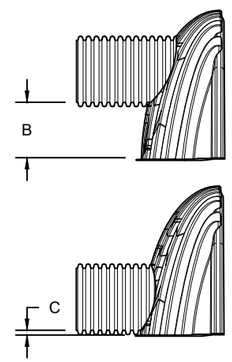
SIZE (W X H X INSTALLED LENGTH)	90.0" X 61.0" X 32.8"	(2286 mm X 1549 mm X 833 mm)
END CAP STORAGE	39.5 CUBIC FEET	(1.12 m³)
MINIMUM INSTALLED STORAGE*	115.3 CUBIC FEET	(3.26 m³)
WEIGHT (NOMINAL)	90 lbs.	(40.8 kg)

*ASSUMES 12" (305 mm) STONE ABOVE, 9" (229 mm) STONE FOUNDATION AND BETWEEN CHAMBERS, 12" (305 mm) STONE PERIMETER IN FRONT OF END CAPS AND 40% STONE POROSITY.

PARTIAL CUT HOLES AT BOTTOM OF END CAP FOR PART NUMBERS ENDING WITH "B"
PARTIAL CUT HOLES AT TOP OF END CAP FOR PART NUMBERS ENDING WITH "T"
END CAPS WITH A PREFABRICATED WELDED STUB END WITH "W"

PART #	STUB	B	C
MC4500IEPP06T	6" (150 mm)	42.54" (1081 mm)	---
MC4500IEPP06B		---	0.86" (22 mm)
MC4500IEPP08T	8" (200 mm)	40.50" (1029 mm)	---
MC4500IEPP08B		---	1.01" (26 mm)
MC4500IEPP10T	10" (250 mm)	38.37" (975 mm)	---
MC4500IEPP10B		---	1.33" (34 mm)
MC4500IEPP12T	12" (300 mm)	35.69" (907 mm)	---
MC4500IEPP12B		---	1.55" (39 mm)
MC4500IEPP15T	15" (375 mm)	32.72" (831 mm)	---
MC4500IEPP15B		---	1.70" (43 mm)
MC4500IEPP18T	18" (450 mm)	29.36" (746 mm)	---
MC4500IEPP18TW			
MC4500IEPP18B		---	1.97" (50 mm)
MC4500IEPP18BW			
MC4500IEPP24T	24" (600 mm)	23.05" (585 mm)	---
MC4500IEPP24TW			
MC4500IEPP24B		---	2.26" (57 mm)
MC4500IEPP24BW			
MC4500IEPP30BW	30" (750 mm)	---	2.95" (75 mm)
MC4500IEPP36BW	36" (900 mm)	---	3.25" (83 mm)
MC4500IEPP42BW	42" (1050 mm)	---	3.55" (90 mm)

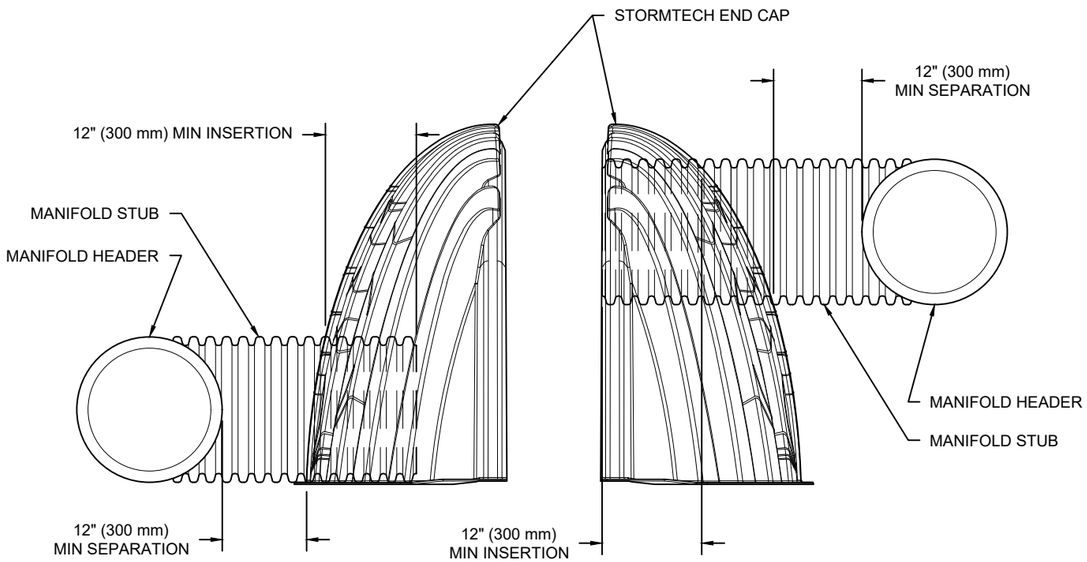
NOTE: ALL DIMENSIONS ARE NOMINAL



CUSTOM PREFABRICATED INVERTS ARE AVAILABLE UPON REQUEST. INVENTORIED MANIFOLDS INCLUDE 12-24" (300-600 mm) SIZE ON SIZE AND 15-48" (375-1200 mm) ECCENTRIC MANIFOLDS. CUSTOM INVERT LOCATIONS ON THE MC-7200 END CAP CUT IN THE FIELD ARE NOT RECOMMENDED FOR PIPE SIZES GREATER THAN 10" (250 mm). THE INVERT LOCATION IN COLUMN 'B' ARE THE HIGHEST POSSIBLE FOR THE PIPE SIZE.

MC-SERIES END CAP INSERTION DETAIL

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NOTE: MANIFOLD STUB MUST BE LAID HORIZONTAL FOR A PROPER FIT IN END CAP OPENING.

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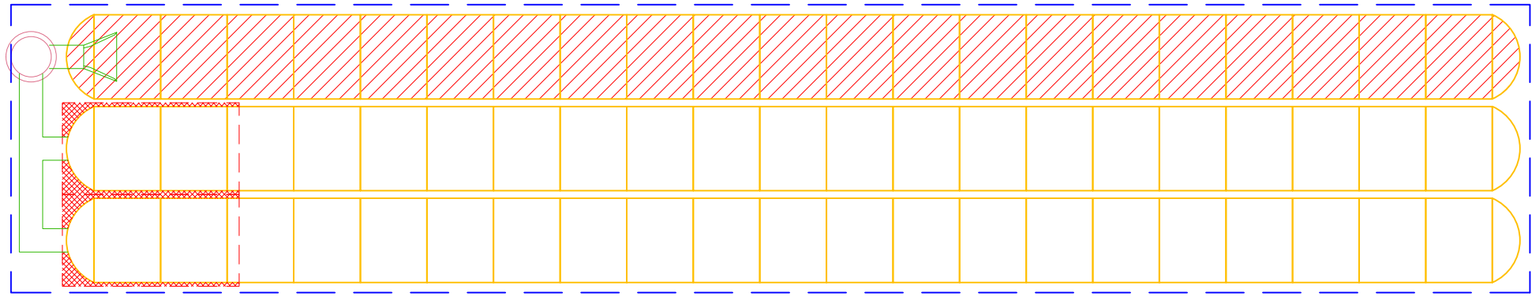
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SHEET
5 OF 5

THIS DRAWING HAS BEEN PREPARED BASED ON INFORMATION PROVIDED TO ADS/STORMTECH UNDER THE DIRECTION OF THE PROJECT'S ENGINEER OF RECORD. /TEOR/ OR OTHER PROJECT REPRESENTATIVE. THIS DRAWING IS NOT INTENDED FOR USE IN BIDDING OR CONSTRUCTION WITHOUT THE EOR'S PRIOR APPROVAL. EOR SHALL REVIEW THIS DRAWING PRIOR TO BIDDING AND/OR CONSTRUCTION. IT IS THE ULTIMATE RESPONSIBILITY OF THE EOR TO ENSURE THAT THE PRODUCT(S) DEPICTED AND ALL ASSOCIATED DETAILS MEET ALL APPLICABLE LAWS, REGULATIONS, AND PROJECT REQUIREMENTS.



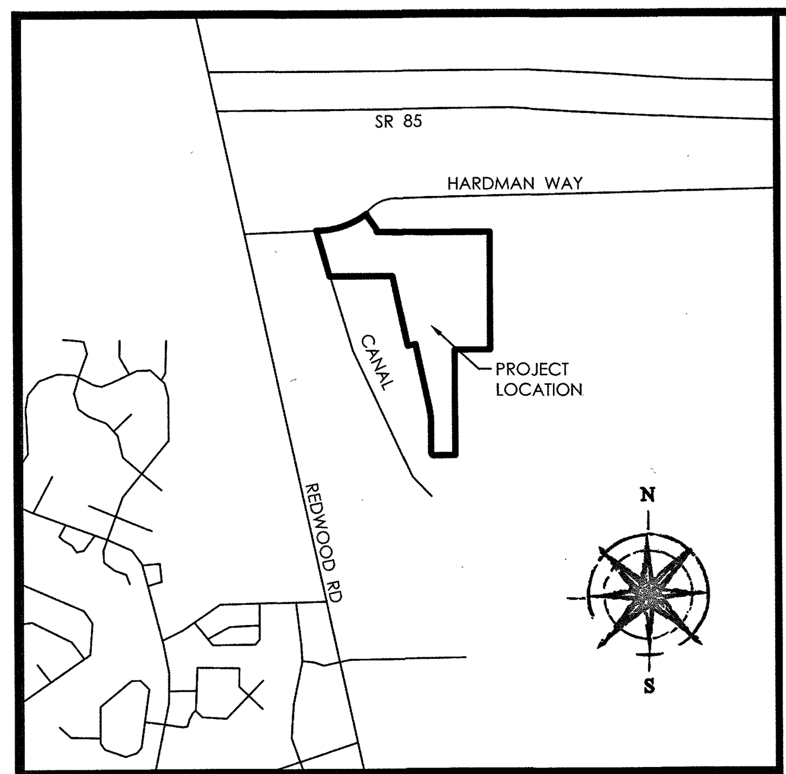
PROJECT TITLE: **Grow Industrial Development**
BASIN: 1

Retention Volume Determination

Basin Size, acres (A):	8.12	
Runoff Coefficient (C):	0.79	
Design Frequency (yr):	100	
perc rate	48	min/in
Area for perc	11,859	sf
Allowable Outflow (Q):	0.343142	cfs

Storm Duration (min.)	Rainfall intensity (in/hr)	Runoff volume (cu.ft.)	perc outflow (cu.ft.)	Storage volume (cu.ft.)	Storage volume (acre ft.)
(T)	(I)	CIAT	QT	CIAT-QT	
5	6.20	11932	103	11829	0.27
10	4.72	18167	206	17961	0.41
15	3.90	22516	309	22207	0.51
30	2.63	30368	618	29750	0.68
60	1.62	37411	1235	36176	0.83
120	0.88	40737	2471	**38266**	0.88
180	0.59	41014	3706	37308	0.86
360	0.32	43646	7412	36234	0.83
720	0.18	49327	14824	34503	0.79
1440	0.09	50436	29648	20788	0.48

144 Stormtech MC-7200 chambers provide 38,491 cubic feet of storage.



VICINITY MAP
N.T.S

LEGEND

- BOUNDARY
- SECTION LINE
- EASEMENT
- RIGHT-OF-WAY LINE
- BUILDING SETBACK
- EXISTING PROPERTY LINE
- BOUNDARY MARKER
- SECTION MONUMENT (FOUND)

TOTAL AREA = 1.62 ACRES
TOTAL ROADWAY ACREAGE = 1.62 ACRES
TOTAL ROADWAY LENGTH = 0.24 MILES

NOTE:

1. PERMANENT RETENTION FACILITY TO BE OWNED AND MAINTAINED BY THE OWNERS OF THIS PROPERTY NOT TO BE ALTERED WITHOUT APPROVAL BY LEHI CITY COUNCIL AND CITY ENGINEER.
2. PARCEL A TO BE RETAINED BY THE OWNER FOR FUTURE RIGHT OF WAY

Curve Table

CURVE	RADIUS	DELTA	LENGTH	CHORD DIRECTION	CHORD LENGTH
C1	100.00	14°26'21"	25.20	N27°32'46"W	25.13
C2	100.00	14°26'21"	25.20	N27°32'46"W	25.13
C3	100.00	13°13'19"	23.08	N28°09'17"W	23.03
C4	100.00	13°13'19"	23.08	S28°09'17"E	23.03
C5	250.00	22°44'25"	99.22	N23°23'45"W	98.57
C6	500.00	7°09'49"	62.51	S86°18'33"W	62.47
C7	500.00	7°10'00"	62.54	S86°18'38"W	62.50
C8	15.00	101°54'59"	26.68	S38°55'57"W	23.30
C9	531.00	7°09'49"	66.39	S86°18'33"W	66.35
C10	469.00	7°10'00"	58.66	S86°18'38"W	58.62
C11	469.00	7°09'49"	58.64	N86°18'33"E	58.60
C12	531.00	7°10'00"	66.42	N86°18'38"E	66.37
C13	15.00	78°05'01"	20.44	S51°04'03"E	18.90
C14	417.00	12°01'36"	87.53	N06°00'45"W	87.37
C15	281.00	10°29'00"	51.41	S17°16'02"E	51.34
C16	281.00	12°15'25"	60.11	N28°38'15"W	60.00
C17	355.00	12°01'36"	74.52	N06°00'45"W	74.38
C18	456.00	5°31'57"	44.03	N58°56'33"E	44.01
C19	15.00	90°05'01"	23.58	S45°02'27"E	21.23
C20	456.00	3°47'43"	30.20	N54°16'43"E	30.20
C21	23.50	89°54'59"	36.88	N44°57'33"E	33.21
C22	14.00	83°31'32"	20.41	N76°31'43"W	18.65
C23	456.00	27°27'14"	218.50	S75°26'08"W	216.41
C24	219.00	22°44'24"	86.92	N23°23'45"W	86.35

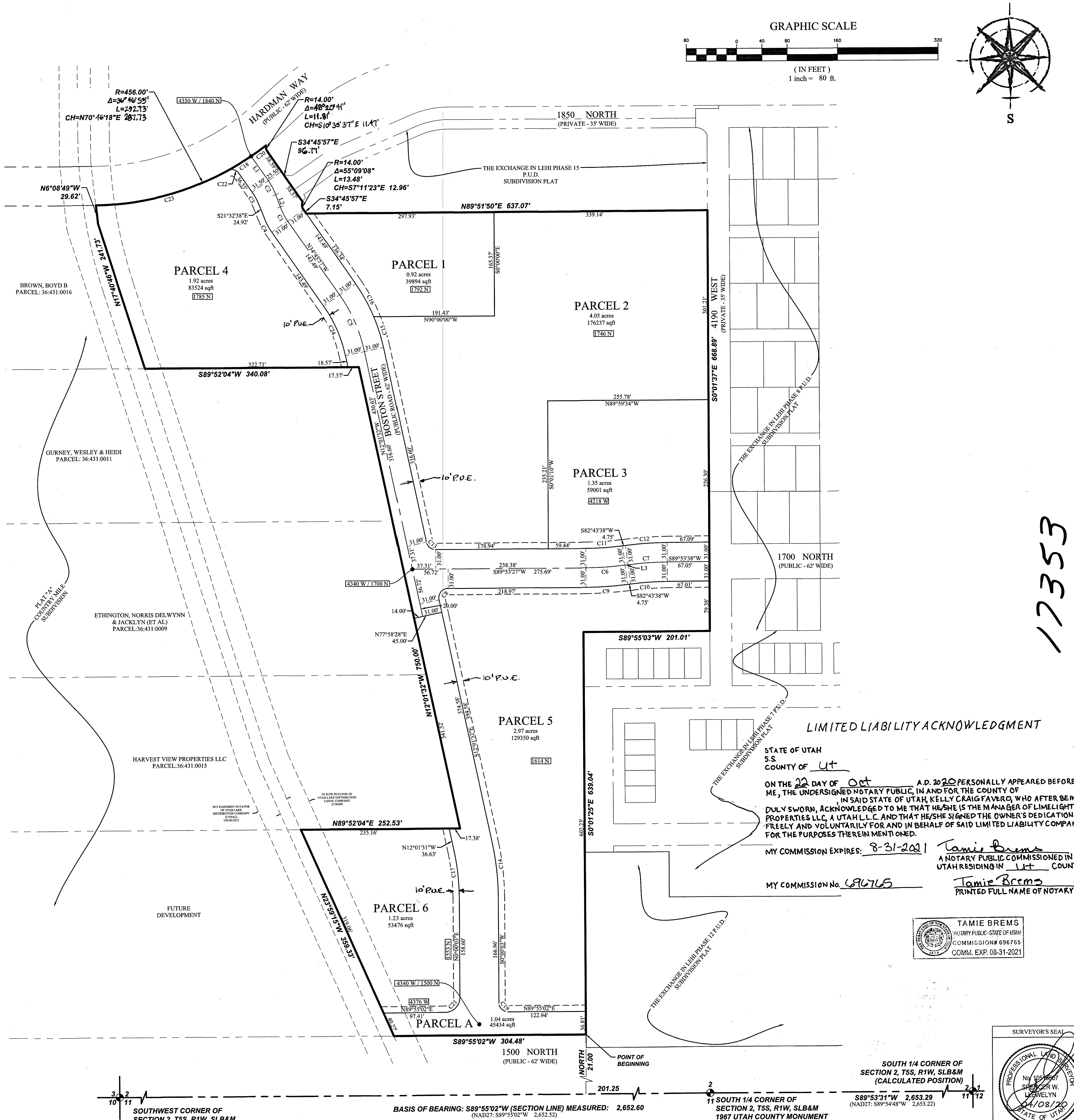
Line Table

LINE	DIRECTION	LENGTH
L1	N34°45'57"W	47.61
L2	N20°19'36"W	20.79
L3	S82°43'38"W	4.75

PAGE 1 OF 1	02/19/2020

OWNER/DEVELOPER
KELLER WILLIAMS
2121 SOUTH McCLELLAND STREET, STE 201
SALT LAKE CITY, UTAH 84106
(801) 326-8800
CONTACT: BOYD BROWN

FOCUS ©
ENGINEERING AND SURVEYING, LLC
6949 SOUTH HIGH TECH DRIVE SUITE 200
MIDVALE, UT 84047 PH: (801) 352-0075
www.focusutah.com



LIMITED LIABILITY ACKNOWLEDGMENT

STATE OF UTAH
S.S.
COUNTY OF Ut

ON THE 22 DAY OF Oct A.D. 2020 PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, IN AND FOR THE COUNTY OF , IN SAID STATE OF UTAH, KELLY CRAIG FAVERO, WHO AFTER BEING DULY SWORN, ACKNOWLEDGED TO ME THAT HE/SHE IS THE MANAGER OF LIMELIGHT PROPERTIES LLC, A UTAH L.L.C. AND THAT HE/SHE SIGNED THE OWNER'S DEDICATION FREELY AND VOLUNTARILY FOR AND IN BEHALF OF SAID LIMITED LIABILITY COMPANY FOR THE PURPOSES THEREIN MENTIONED.

MY COMMISSION EXPIRES: 8-31-2021 Tamie Brems
A NOTARY PUBLIC COMMISSIONED IN UTAH RESIDING IN Ut COUNTY

MY COMMISSION No. 696765 Tamie Brems
PRINTED FULL NAME OF NOTARY

TAMIE BREMS
NOTARY PUBLIC-STATE OF UTAH
COMMISSION# 696765
COMM. EXP. 08-31-2021

SURVEYOR'S CERTIFICATE

I, SPENCER W. LLEWELYN, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR, AND THAT I HOLD CERTIFICATE NO. 10516507 IN ACCORDANCE WITH TITLE 58, CHAPTER 22, OF UTAH STATE CODE. I FURTHER CERTIFY BY AUTHORITY OF THE OWNER(S), THAT I HAVE COMPLETED A SURVEY OF THE PROPERTY DESCRIBED ON THIS PLAT IN ACCORDANCE WITH SECTION 17-23-17 OF SAID CODE, AND HAVE SUBDIVIDED SAID TRACT OF LAND INTO STREETS, AND EASEMENTS, AND THE SAME HAS, OR WILL BE, CORRECTLY SURVEYED, STAKED, AND MONUMENTED ON THE GROUND AS SHOWN ON THIS PLAT, AND THAT THIS PLAT IS TRUE AND CORRECT.

SPENCER W. LLEWELYN
PROFESSIONAL LAND SURVEYOR
CERTIFICATE NO. 10516507

04/08/2020
DATE

BOUNDARY DESCRIPTION

A portion of the SW1/4 of Section 2, Township 5 South, Range 1 West, Salt Lake Base and Meridian, more particularly described as follows:

Beginning at a point located S89°55'02"W along the Section line 201.25 feet and North 21.00 feet from the South 1/4 Corner of Section 2, T5S, R1W, SLB&M; thence S89°55'02"W parallel to the Section line 304.48 feet; thence N23°59'15"W 359.33 feet to the Southerly line of Lot 4, Plat "A", COUNTRY MILE, according to the Official Plat thereof recorded November 3, 1992 as Entry No. 59381:1992 in the Office of the Utah County Recorder; thence along said plat the following 2 (two) courses: 1) N89°52'04"E 252.53 feet; 2) N12°01'32"W 750.00 feet to the Southeast Corner of Lot 1 of said plat; thence S89°52'04"W along the Lot 1 and Lot 2 common Lot Line 340.08 feet; thence N17°40'46"W 241.73 feet; thence N06°08'49"W 29.62 feet to the Southerly line of Hardman Way; thence Northeasterly along said street and along the along the arc of a non-tangent curve to the left having a radius of 456.00 feet (radius bears: N00°06'00"W) a distance of 292.73 feet through a central angle of 36°46'53" Chord: N70°46'18"E 287.73 feet to the Easterly line of 4350 West Street as shown on THE EXCHANGE IN LEHI PHASE 15 P.U.D. SUBDIVISION PLAT, according to the Official Plat thereof recorded November 6, 2018 as Entry No. 106267:2018 in the Office of the Utah County Recorder; thence along said street the following 4 (four) courses: 1) Southerly along the arc of a non-tangent curve to the left having a radius of 14.00 feet (radius bears: S76°25'16"E) a distance of 11.81 feet through a central angle of 48°20'41" Chord: S10°35'37"E 11.47 feet; 2) S34°45'57"E 96.17 feet; 3) thence Southerly along the arc of a non-tangent curve to the left having a radius of 14.00 feet (radius bears: S69°37'32"E) a distance of 13.48 feet through a central angle of 55°09'08" Chord: S07°11'23"E 12.96 feet; 4) S34°45'57"E 7.15 feet to the Southerly line of said plat; thence N89°51'50"E along said Southerly line 637.07 feet to the Westerly line of THE EXCHANGE AT LEHI PHASE 8 P.U.D. SUBDIVISION PLAT, according to the Official Plat thereof recorded January 18, 2018 as Entry No. 5686:2018 in the Office of the Utah County Recorder; thence S00°01'37"E along said plat and extension thereof and along the Westerly line of THE EXCHANGE AT LEHI PHASE 7 P.U.D. SUBDIVISION PLAT, according to the Official Plat thereof recorded December 29, 2017 as Entry No. 129839:2017 in the Office of the Utah County Recorder 668.89 feet; thence along said Phase 7 the following 2 (two) courses: 1) S89°55'03"W 201.01 feet; 2) S00°01'25"E 639.04 feet to the point of beginning.

Contains: 15.06 acres+/-

OWNER'S DEDICATION

KNOW ALL MEN BY THESE PRESENT THAT WE, ALL OF THE UNDERSIGNED OWNERS OF ALL OF THE PROPERTY DESCRIBED IN THE SURVEYOR'S CERTIFICATE HEREON AND SHOWN ON THIS MAP, HAVE CAUSED THE SAME TO BE SUBDIVIDED INTO STREETS AND EASEMENTS AND DO HEREBY DEDICATE ANY PUBLIC STREETS AND OTHER PUBLIC AREAS AS INDICATED HEREON FOR PERPETUAL USE OF THE PUBLIC.

IN WITNESS WHEREOF WE HAVE HEREUNTO SET OUR HANDS THIS 15 DAY OF April A.D. 2020

BY: BOYD B. BROWN (PRINTED NAME) ITS: Manager

BY: Kelly Craig Favero (PRINTED NAME) ITS: manager

LIMITED LIABILITY ACKNOWLEDGMENT

CHANIECE ELAINE ALLRED
NOTARY PUBLIC • STATE OF UTAH
My Commission Expires August 24, 2023
COMMISSION NUMBER 707175

STATE OF UTAH
S.S.
COUNTY OF SALT LAKE

ON THE 15 DAY OF April A.D. 2020 PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, IN AND FOR THE COUNTY OF SALT LAKE, IN SAID STATE OF UTAH, BOYD B. BROWN, WHO AFTER BEING DULY SWORN, ACKNOWLEDGED TO ME THAT HE/SHE IS THE Manager OF BBLAND OPS L.L.C., A UTAH L.L.C. AND THAT HE/SHE SIGNED THE OWNER'S DEDICATION FREELY AND VOLUNTARILY FOR AND IN BEHALF OF SAID LIMITED LIABILITY COMPANY FOR THE PURPOSES THEREIN MENTIONED.

MY COMMISSION EXPIRES: AUG. 24, 2023
A NOTARY PUBLIC COMMISSIONED IN UTAH RESIDING IN SALT LAKE COUNTY

MY COMMISSION No. 707175
CHANIECE ELAINE ALLRED
PRINTED FULL NAME OF NOTARY

ACCEPTANCE BY LEGISLATIVE BODY

THE CITY OF LEHI, COUNTY OF UTAH, APPROVES THIS SUBDIVISION SUBJECT TO THE CONDITIONS AND RESTRICTIONS STATED HEREON AND HEREBY ACCEPTS THE DEDICATION OF ALL STREETS, EASEMENTS AND OTHER PARCELS OF LAND INTENDED FOR PUBLIC PURPOSES FOR THE PERPETUAL USE OF THE PUBLIC THIS 29 DAY OF JUNE, A.D. 2020

ENT 171955:2020 Map # 17353
JEFFERY SMITH
UTAH COUNTY RECORDER
2020 Oct 30 2:21 pm FEE 64.00 BY MA
RECORDED FOR LEHI CITY CORPORATION

APPROVED BY MAYOR

APPROVED ____ CITY ENGINEER (SEE SEAL BELOW)
ATTEST: ____ CLERK/RECORDER (SEE SEAL BELOW)

PLANNING COMMISSION APPROVAL

APPROVED THIS 28 DAY OF January, A.D. 2020, BY THE LEHI CITY PLANNING COMMISSION.

DIRECTOR - SECRETARY
CHAIRMAN, PLANNING COMMISSION

THE HUB BUSINESS PARK

(INCLUDING AN AMENDMENT OF PARCEL A & COMMON AREA OF THE EXCHANGE IN LEHI PHASE 15 P.U.D. SUBDIVISION PLAT AND LOT 1, 2 & 3 PLAT "A" COUNTRY MILE SUBDIVISION)
LOCATED IN THE SW1/4 OF SECTION 2, T5S, R1W,
SALT LAKE BASE & MERIDIAN
LEHI CITY, UTAH COUNTY, UTAH

SURVEYOR'S SEAL	CITY ENGINEER'S SEAL	CITY RECORDER'S SEAL	COUNTY RECORDER'S SEAL
PROFESSIONAL LAND SURVEYOR No. 10516507 SPENCER W. LLEWELYN 04/08/20 STATE OF UTAH	LEHI CITY 6/26/20 ENGINEER		CORPORATE SEAL OF LEHI CITY STATE OF UTAH

_2019\19-0401 The Hub at Lehi\design 19-0401\dwg\sheets\C2 - final plat.dwg
SEC 2, T5S, R1W (Parcel A, Common area exchange in Lehi ph 15; Lots 1-3 Country Mile A) TU-011

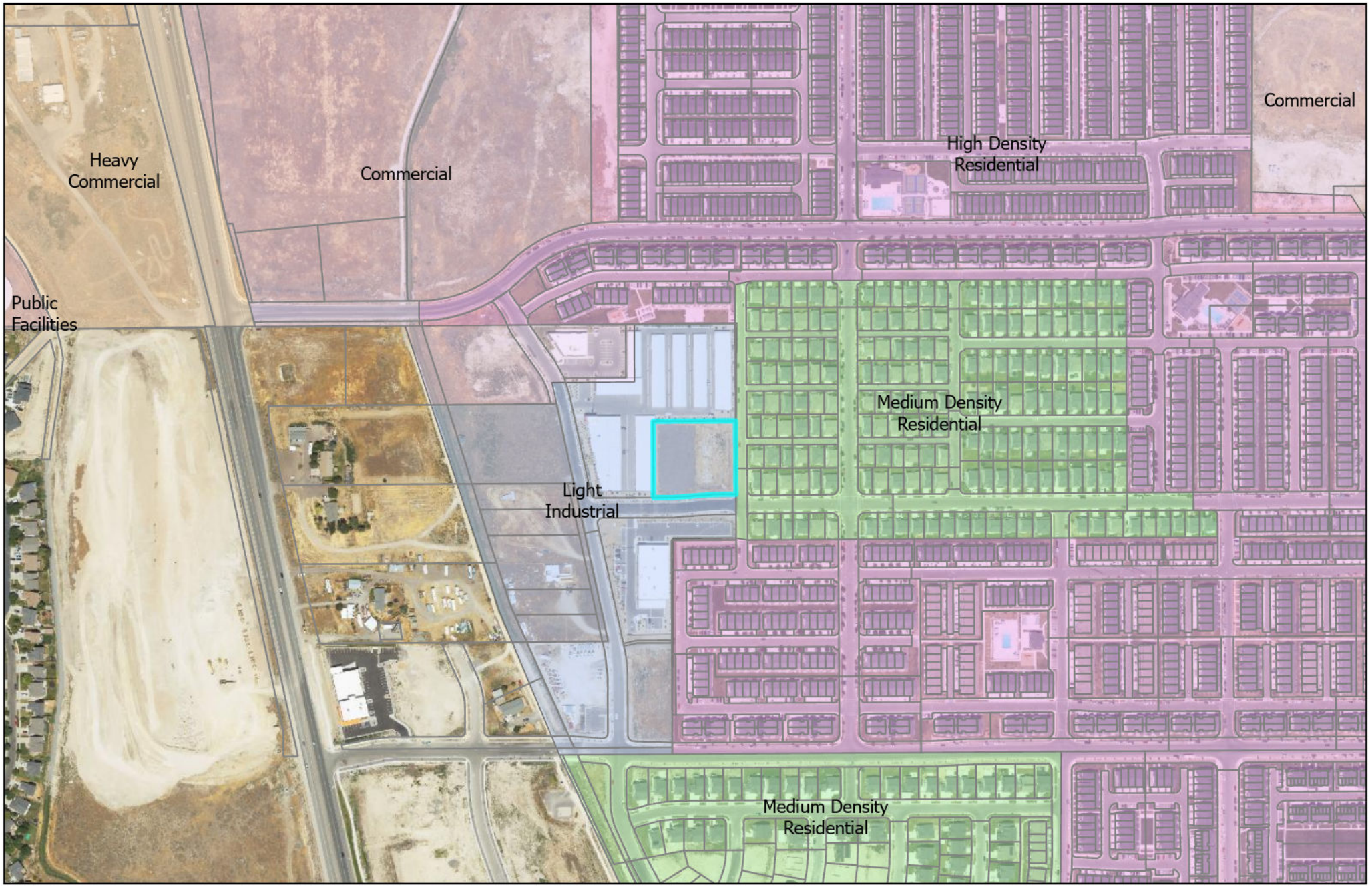
Grow Industrial Stormdrain System

Aerial Map



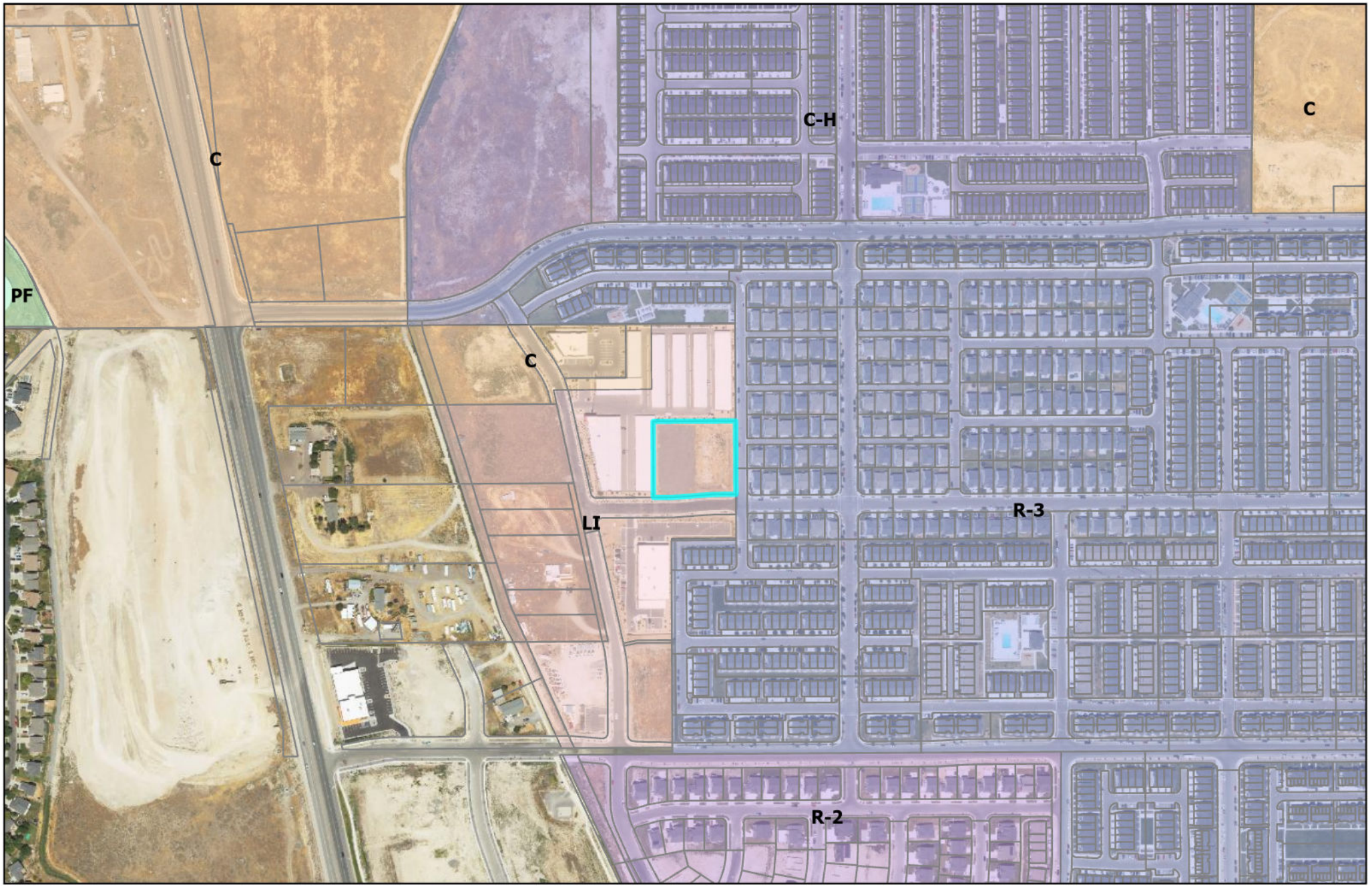
Grow Industrial Stormdrain System

General Plan Map



Grow Industrial Stormdrain System

Zoning



Agenda Item No: 5.2

City Council Agenda Item Report

Meeting Date: July 14, 2026
Submitted By: Jacob Curtis
Submitting Department: Planning Division
Item Type: Ordinance
Agenda Section: Regular Agenda

Subject:
Consideration of Ordinance #27-2026, approving the Walker Zone Change on 2.58-acres located at 915 West State Street, changing the zoning from R-1-8 to C-H (Heavy Commercial).

Summary:

Attachments:

Walker Zone Change 1.pdf

Ordinance - Walker Zone Change 07.14.26.docx

WALKER ZONE CHANGE

CITY COUNCIL REPORT

Applicant	Deborah Walker		
Meeting Date	July 14, 2026		
Requested Action/Purpose	Approval of a proposed zone change		
Decision Type	Legislative		
Location	915 W State Street		
Acreage	2.58 acres		
Existing Zoning	R-1-8		
Existing General Plan Land Use Designation	C-H (Heavy Commercial)		
Proposed Zoning Designation	C-H (Heavy Commercial)		
Existing Land Use	Single family residential		
Adjacent Zoning and Land Use	*North*	R-1-8	Park Open Space
	South	R-1-8	Single family residential
	East	MU	State Street & Various Businesses
	West	R-1-Flex & R-1-12	Single family residential
Date of DRC Review	May 27, 2026		
Date of Planning Commission Review	June 11, 2026		
Assigned Planner	Jacob Curtis		

REQUIRED ACTION

Planning Commission	Public hearing, review, and recommendation
City Council	Final approval

APPLICABLE DEVELOPMENT CODE REGULATIONS

From 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.

Section 05.020 Zoning Districts Purpose

K. The Heavy Commercial (C-H) District supports opportunities for a variety of commercial uses that are more impactful to surrounding areas than those allowed in the Commercial and Regional Commercial zones.

APPLICABLE GENERAL PLAN GOALS AND POLICIES

HEAVY COMMERCIAL (C-H)

The Heavy Commercial (C-H) classification is intended to provide appropriate locations for warehousing, auto and truck services, and light manufacturing that do not impact existing and planned residential areas. Typical uses include office/warehouse, light manufacturing, auto and truck service and repair, distribution centers, and some retail/ office.

PROPERTY HISTORY

June 15, 1872 Property was part of the original incorporation of Lehi City

REPORT ANALYSIS

The applicant requests approval for a zone change from R-1-8 to C-H (Heavy Commercial) for property located at 915 W State Street. This zone change is on 2.58 acres of property and if approved would eventually develop with a non-residential use. The applicant has not provided a proposed layout for the property and is only seeking approval of the zone change to Heavy Commercial. The proposed C-H zoning aligns with the Heavy Commercial designation shown on the General Plan.

The Development Review Committee (DRC) reviewed the proposed zone change and had one informational comment regarding landscape buffering from existing residential that will be required at the time of site plan.

POSSIBLE MOTIONS AND FINDINGS

The Planning Commission may move to recommend approval or denial of the proposed zone change. Any motion should include findings. Possible findings include:

1. The proposed zone change is consistent with the General Plan Designation of Heavy Commercial.
2. Other reasons that came up during the public hearing process.

PLANNING COMMISSION RECOMMENDATION

The Planning Commission reviewed the Walker Zone Change on June 11, 2026. The minutes and motion from that meeting follow.

3.4) Public hearing and recommendation of Deborah Walker's request for review of the Walker Zone Change on 2.58-acres located at 915 West State Street, changing the zoning from R-1-8 to C-H (Heavy Commercial).

The Commission discussed connectivity.

Deborah Walker, the applicant, was present.

Commissioner Eyre opened public comment.

Sheena Welch, Cathy Sunderland, Kyle Welch, Andrea Hansen, and several online comments were against the item.

Commissioner Eyre closed public comment.

The Commission discussed vested rights and the General Plan. They discussed how zoning changes operate and how property rights function in shifting zones.

> **Motion:** Commissioner Jackson moved to recommend denial to the Lehi City Council with the findings that there are no invested rights to the zone change at this moment, that this zone change may make sense down the road, as it is called for on the General Plan, but in weighing concerns of adjoining properties and residents, it is not currently in the general welfare of Lehi City to make the zone change. He included all DRC comments. Commissioner Jones seconded.
>
> **Vote:** Commissioner Jones, yes. Commissioner Jackson, yes. Commissioner Eyre, no. Commissioner Kunze, no. Commissioner Roberts, yes.
>
> Motion passed with three in favor, two against.

Walker Commercial Zone Change
DRC Redline Comments

Deborah Walker- requests review of the Walker Zone Change, changing the zoning from R-1-8 to C-H (Heavy Commercial) on 2.58 acres located at 915 W State Street.

DRC Members Present: Glade Kirkham, Garion Rowett, Ryan Allred, Shelbey Brewer, Kim Struthers, Gary Smith, Gary Ellis, James Farnsworth, Luke Seegmiller, Brad Wilbur
Assigned Planner: Jacob Curtis
Representatives of the Applicant Present: Mitchell Manley, Deborah Walker
Date of Plans Reviewed: 5/18/26
Time Start: 1:35 pm
Time End: 1:39 pm

DRC REDLINE COMMENTS:
Glade – Power: No comments.
Brad – Fiber: No comments.
Garion – Fire: No comments.
Ryan – Water/Sewer: No comments.
James – Parks: No comments
Gary S. – Building/Inspections: No comments.
Shelbey – Public Works: No comments.
Gary E. – Engineering: No comments.
Matt – Traffic: No comments.
Kim – Planning:
1. Informational Only: A landscape buffer will be required with any commercial development which will help buffer the existing residential from Commercial uses.

THIS ITEM IS SCHEDULED FOR PLANNING COMMISSION ON JUNE 11, 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.

Walker Zone Change

Aerial

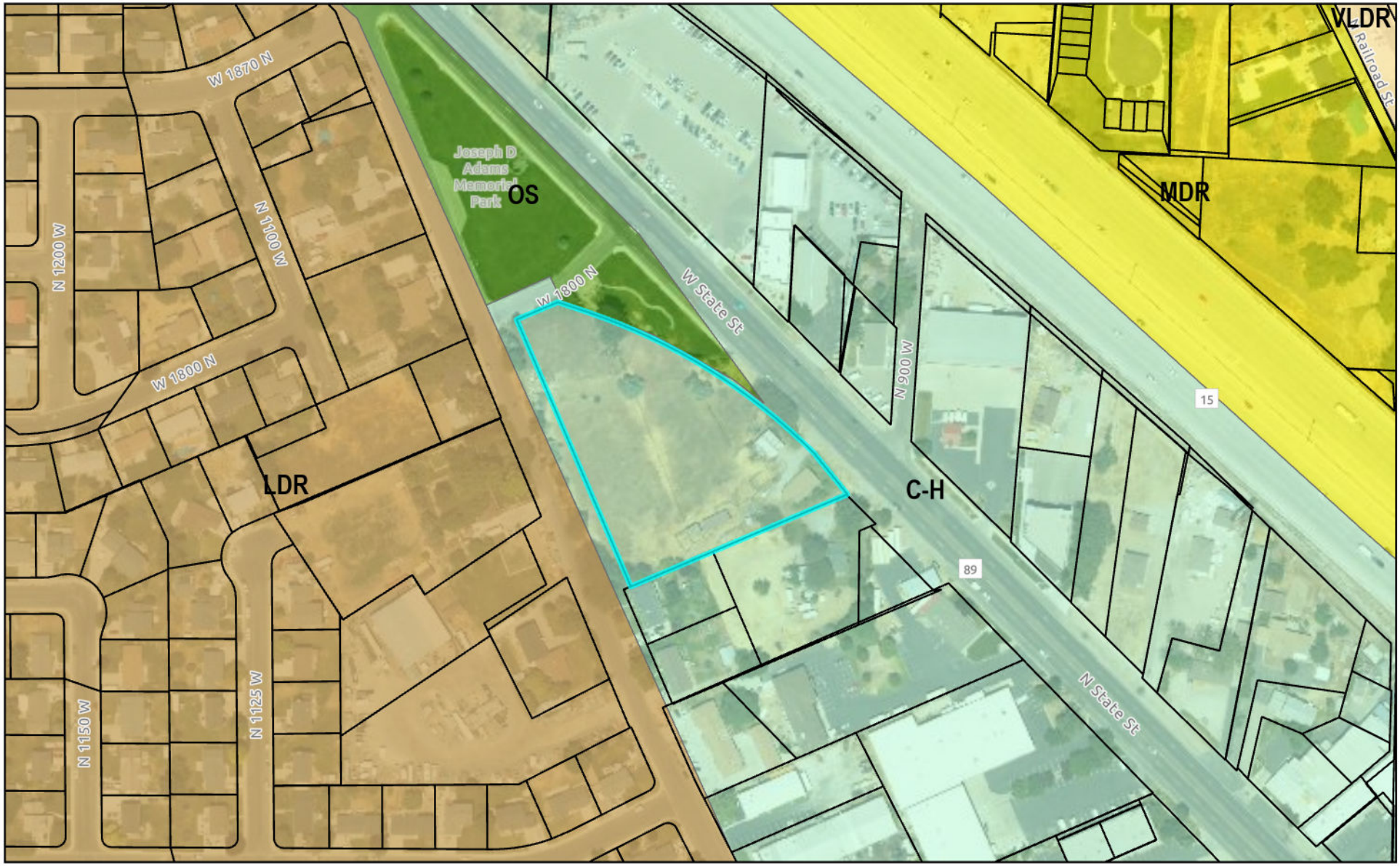


0 275 550 1,100 Feet

LEHI CITY

Walker Zone Change

General Plan

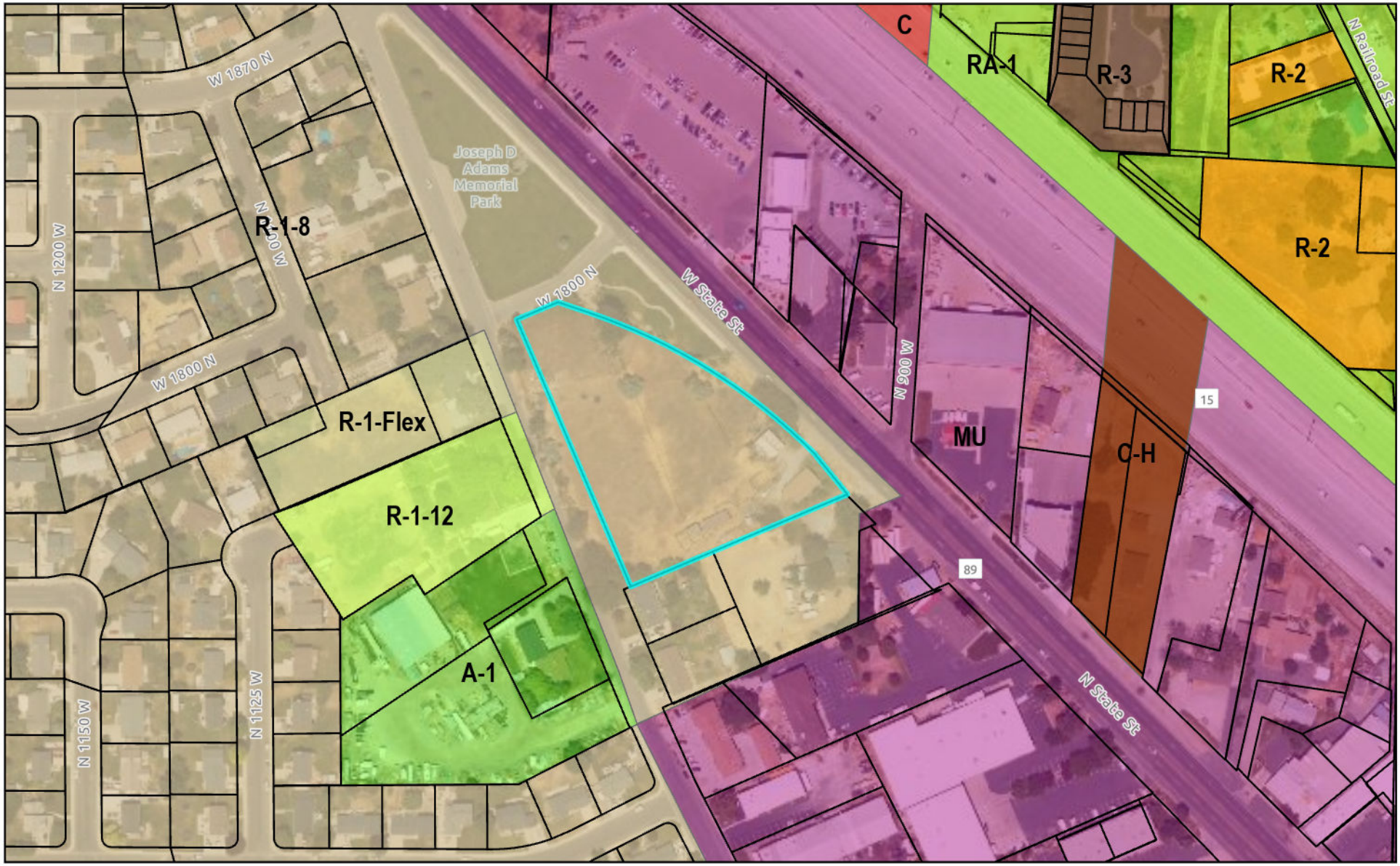


0 275 550 1,100 Feet

LEHI CITY

Walker Zone Change

Zoning



LEHI CITY

May 12, 2026

RE: 915 W. State Street, Lehi, UT 84043
Reason: Zoning Change

Hello Jacob and the Lehi Planning and Zoning team,

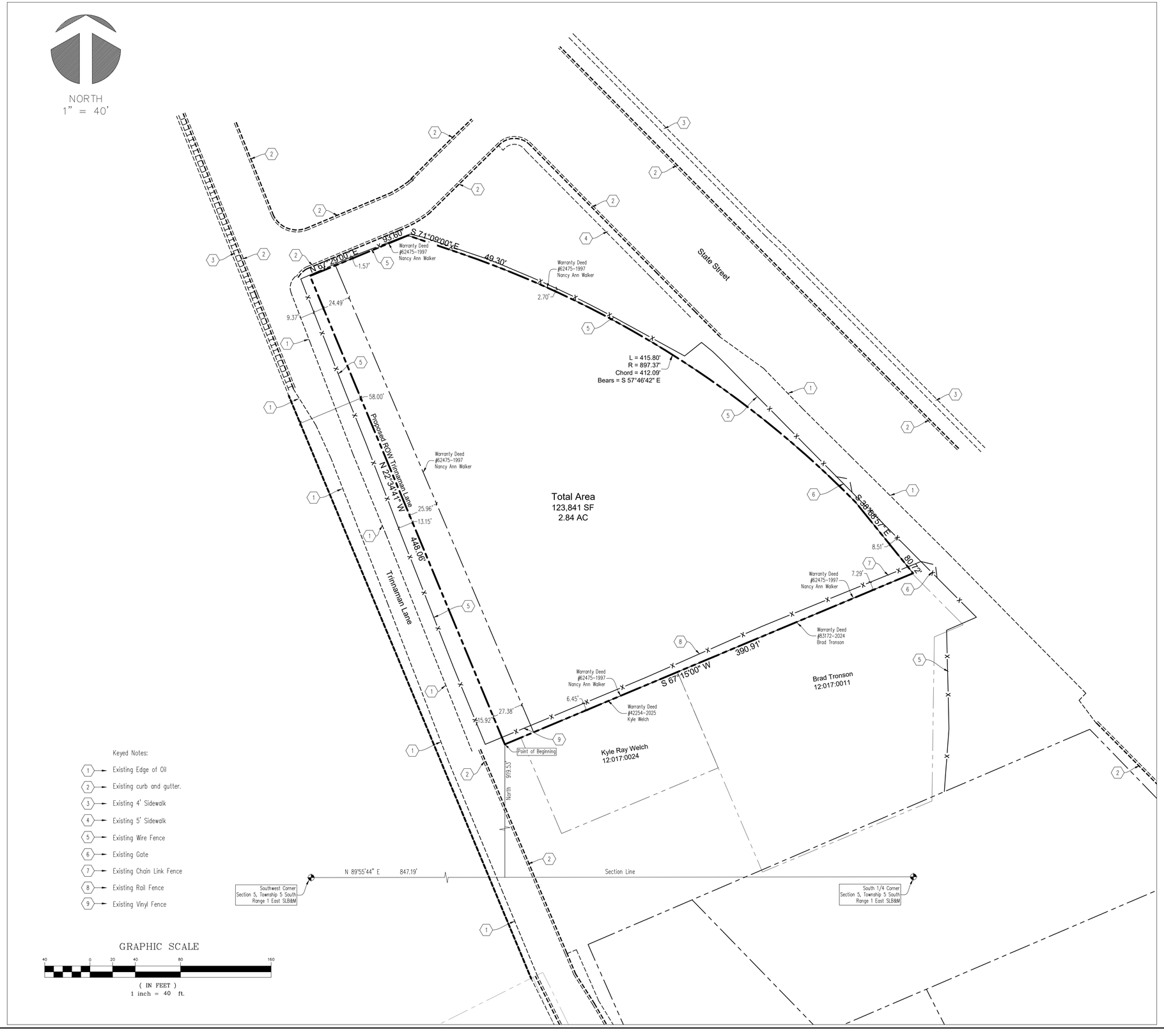
The Estate of Nancy Walker, with Deborah Walker acting as Executor of the Estate and applicant, is requesting a zoning change for the property located at 915 W. State Street, Lehi, Utah 84043.

The requested zoning change to Heavy Commercial is intended to align the property with Lehi City's future master plan and the continued commercial growth along the State Street corridor. This property would be a strong addition to the area and its future development vision.

Deborah Walker intends to market and sell the property as commercial land, allowing a future buyer to develop the property in accordance with and in cooperation with Lehi City zoning and planning requirements.

Sincerely,

Deborah Walker
Executor of The Estate of Nancy Walker



NANCY WALKER
SURVEY DESCRIPTION
LEHI, UTAH
OCTOBER 14, 2025

Commencing at a point located North 89°55'44" East along the Section line 847.19 feet and North 919.53 feet from the Southwest corner of Section 5, Township 5 South, Range 1 East, Salt Lake Base and Meridian; thence North 22°34'41" West along Trinnaman Lane 448.06 feet; thence North 67°29'00" East 93.60 feet; thence South 71°09'00" East 49.30 feet; thence along the arc of a 897.37 foot radius curve to the right 415.80 feet (chord bears South 57°46'42" East 412.09 feet: thence South 38°58'57" East along State Street 80.72 feet; thence South 67°15'00" West 390.91 feet to the point of beginning.

AREA=123,841 sq. ft. or 2.84 acres

Surveyor's Certificate

We, Dudley and Associates of Orem Utah, do hereby certify that we are Professional Land Surveyors and hold Utah State Certificates as prescribed by the Laws of the State of Utah and that we have made a survey of the following described property.

We further certify that the attached Plat correctly shows the true dimensions of the property surveyed.

_____ _____
Date Roger D. Dudley, PLS. No. 147089

Surveyor:

Dudley and Associates, Inc.
353 East 1200 South
Orem, Utah 84058
801-224-1252

Client: Name

Nancy Walker

Location of Survey:

Located in the Southwest of the Southwest of Section 5, Township 5 South, Range 1 East , Salt Lake Base and Meridian.

Basis of Bearing:

Utah State Plane Coordinate System, Utah Central Zone. See Drawing

Purpose of Survey:

To identify physical boundaries and deed lines in relationship to adjacent owners.

Control Monuments:

21/2" brass cap found at the Southwest corner of said Section 5.

Notes:
Property corners are set with ½" rebar with plastic cap stamped RLS 147089 unless otherwise noted. Deed lines shown, if given a basis of bearing, have been rotated to basis of bearing as stated hereon. If no basis of bearing was given, none was assumed.

Date filed with County_____

Surveyors notes:

1. Direct access and all site utilities (sewer, water, gas, telephone, power, etc.) are connected to public systems along Trinnaman Lane & State Street
2. Gross Land Area = 123,841 SF OR 2.84 ACRES

Note:

Source information from plans and markings has been combined with observed evidence of existing utilities to develop a view of those underground utilities. However lacking excavation, Blue Staking, etc. the exact location of underground features cannot be accurately, completely and reliably depicted. Where additional or more detailed information is required, the client is advised that excavation may be necessary.

DUDLEY AND ASSOCIATES
ENGINEERS PLANNERS SURVEYORS
353 EAST 1200 SOUTH, OREM, UTAH
801-224-1252

NANCY WALKER
915 WEST STATE STREET
RECORD OF SURVEY
LEHI CITY Utah

Revisions

Date
10-14-2025
Scale
1"=40'
By
BHT
Tracing No.
L - 6888

Sheet No.
S - 1

ORDINANCE NO: 2026-__

AN ORDINANCE APPROVING A ZONE DISTRICT DESIGNATION AMENDMENT AND ZONING DISTRICT MAP AMENDMENT LOCATED AT 915 WEST STATE STREET

WHEREAS, Deborah Walker, authorized agent for owner of property located at 915 West State Street and further described by the legal description attached as Exhibit "A", has applied for an amendment to the Zone District and Zoning District Map; and

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

WHEREAS, following a public hearing on June 11, 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 July 14, 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 June 11, 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 C-H (Heavy Commercial).

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 14th day of July 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”

WALKER ZONE CHANGE

Taxing 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.

Agenda Item No: 5.3

City Council Agenda Item Report

Meeting Date: July 14, 2026
Submitted By: Jacob Curtis
Submitting Department: Planning Division
Item Type: Action Item
Agenda Section: Regular Agenda

Subject:
Consideration of Preliminary Subdivision approval for the Cortese Subdivision, an 8-lot residential development located at 1450 West 1220 North in the R-1-22 zone.

Summary:

Attachments:

Cortese Preliminary 1.pdf

CORTESE PRELIMINARY SUBDIVISION

CITY COUNCIL REPORT

Applicant	Grow Development		
Meeting Date	July 14, 2026		
Requested Action/Purpose	Approval of a proposed preliminary subdivision		
Location	1450 W 1220 N		
Existing General Plan Designation	VLDRA		
Existing Zoning	R-1-22		
Existing Land Use	Single family residential		
Number of Lots/Units	8 lots		
Adjacent Zoning and Land Use	*North*	A-1	Undeveloped
	South	R-1-15	Single family residential
	East	A-1	Single family residential
	West	A-1	Single family residential
Date of DRC Review	May 27, 2026		
Date of Planning Commission Review	June 11, 2026		
Assigned Planner	Jacob Curtis		

REQUIRED ACTION

Planning Commission	Public hearing, review, and recommendation
City Council	Final approval

APPLICABLE DEVELOPMENT CODE REGULATIONS

Section 11.080. Preliminary Plat Approval Process.
The review and approval process for a Preliminary Subdivision Plat is identified in the appendix of this code, including review by the Development Review Committee, review and recommendation following a public hearing by the Planning Commission and review and approval by the City Council.

Section 11.100. Effect of Preliminary Subdivision Plat Approval.
A preliminary subdivision plat shall not authorize the development of land. After a preliminary subdivision plat has been approved by the City Council, the applicant may file an application for final subdivision plat approval.

PROPERTY HISTORY

December 11, 1978	The Lehi Meadows Addition incorporated this property into Lehi City.
February 12, 2026	The Planning Commission approved a concept plan for this property.
March 10, 2026	The City Council approved a zone change to R-1-22 for this property.

REPORT ANALYSIS

The applicant requests approval of the Cortese Preliminary Subdivision located at 1450 W 1220 N. The development plan includes eight lots, including the existing home to remain, that meet the minimum lot size of 22,000 square feet. The applicant is not requesting any exceptions to the Development Code, but the Planning Commission forwarded this to the City Council for final decision making.

The applicant did include an 8-foot setback easement along the north property line for accessory buildings to preserve access for maintenance of the existing irrigation ditch. This issue was discussed during the review of the concept plan they previously submitted and had approved.

There were 11 comments that were primarily utility comments to be updated for the final subdivision submittal. The DRC comments included the following:

1. Remove "Spanish Fork City" from plat vicinity map.
2. Street names are inconsistent, update the site layout plan to match the plat with 1440 W. Ensure other sheets are consistent. Jacob will assign addresses and make sure they and the street numbering fit into the addressing grid.

Please consider all DRC comments in your motion.

POSSIBLE MOTIONS AND FINDINGS

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

1. The proposed subdivision meets/does not meet the requirements of the Lehi City Development Code regarding Planned Unit Developments.
2. The proposed subdivision meets/does not meet the requirements of the Lehi City Development Code regarding subdivision approvals.
3. The proposed subdivision conforms/does not conform with 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 preliminary subdivision on June 11, 2026. The minutes and motion from this meeting are as follows:

3.3) Public hearing and consideration of Grow Development's request for approval of the Cortese Preliminary Subdivision, an 8-lot residential development located at 1450 West 1220 North in the R-1-22 zone.

The Commission noted that all lot requirements were met.

The applicant, Jake Holmes, was present.

Commissioner Eyre opened public comment.

Bart Peacock has concerns over ditch access.

Commissioner Eyre closed public comment.

The Commission discussed property rights, and whether the item was required to be approved or not.

Motion: Commissioner Jones moved to recommend approval to the Lehi City Council with the findings that the proposed subdivision meets the requirements of Lehi City's Development Code. He included all DRC comments. Commissioner Kunze seconded.

Vote: Commissioner Jones, yes. Commissioner Jackson, yes. Commissioner Eyre, yes. Commissioner Kunze, yes.

Commissioner Roberts, yes.

Motion passed unanimously.

Cortese Preliminary Subdivision Review
DRC Redline Comments

Grow Development-requests review of the Cortese Preliminary Subdivision, an 8-lot residential development located at 1450 W 1220 N.

DRC Members Present: Glade Kirkham, Garion Rowett, Ryan Allred, Shelbey Brewer, Kim Struthers, Gary Smith, Gary Ellis, James Farnsworth, Luke Seegmiller, Brad Wilbur
Assigned Planner: Jacob Curtis
Representatives of the Applicant Present: None
Date of Plans Reviewed: 5/13/26
Time Start: 1:26 pm
Time End: 1:29 pm

DRC REDLINE COMMENTS:

Glade – Power:

1. Add the Power Plan to the plan set.

Brad – Fiber: No comments.

Garion – Fire: No comments.

Ryan – Water/Sewer:

2. Will need Lehi City irrigation company approval.
3. 2.75 rim to FL ?
4. Provide profile sheet for offsite Storm drain.
5. Existing sewer lateral is 15' west of existing MH.
6. 19.26? lid to fl is 11.32

James – Parks:

7. Remove "Spanish Fork City" from plat vicinity map.

Gary S. – Building/Inspections:

8. Soils report needed if this moves forward.

Shelbey – Public Works: No comments.

Gary E. – Engineering:

9. Verify the lid elevations for off site SD manholes.
10. Move the end section into the ditch on the other side of the property line

Matt – Traffic: No comments.

Kim – Planning:

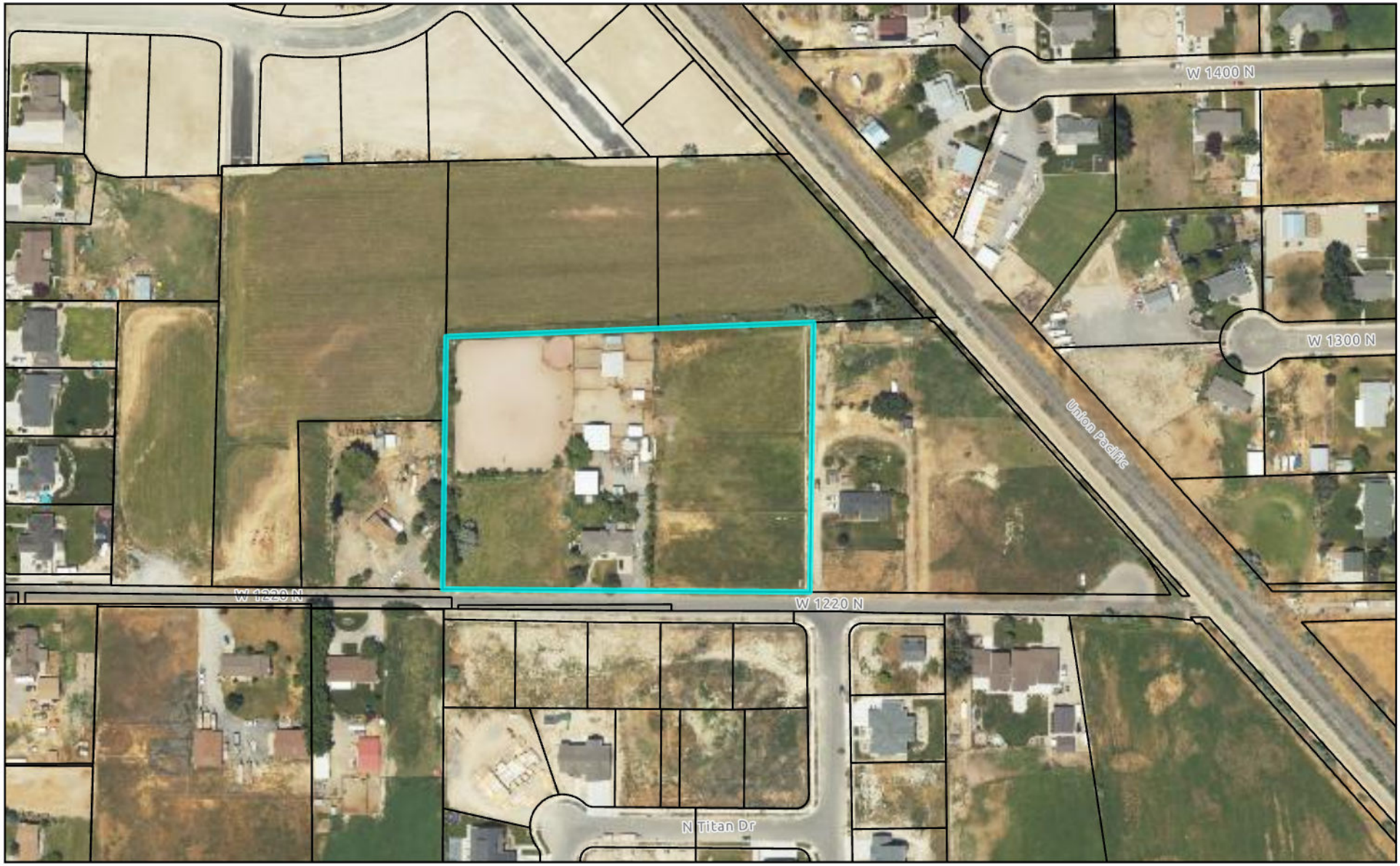
11. Street names are inconsistent, update the site layout plan to match the plat with 1440 W. Ensure other sheets are consistent. Jacob will assign addresses and make sure they and the street numbering fit into the addressing grid.

THIS ITEM WILL BE SCHEDULED FOR PLANNING COMMISSION ON JUNE 11, 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.

Cortese Preliminary Subdivision

Aerial

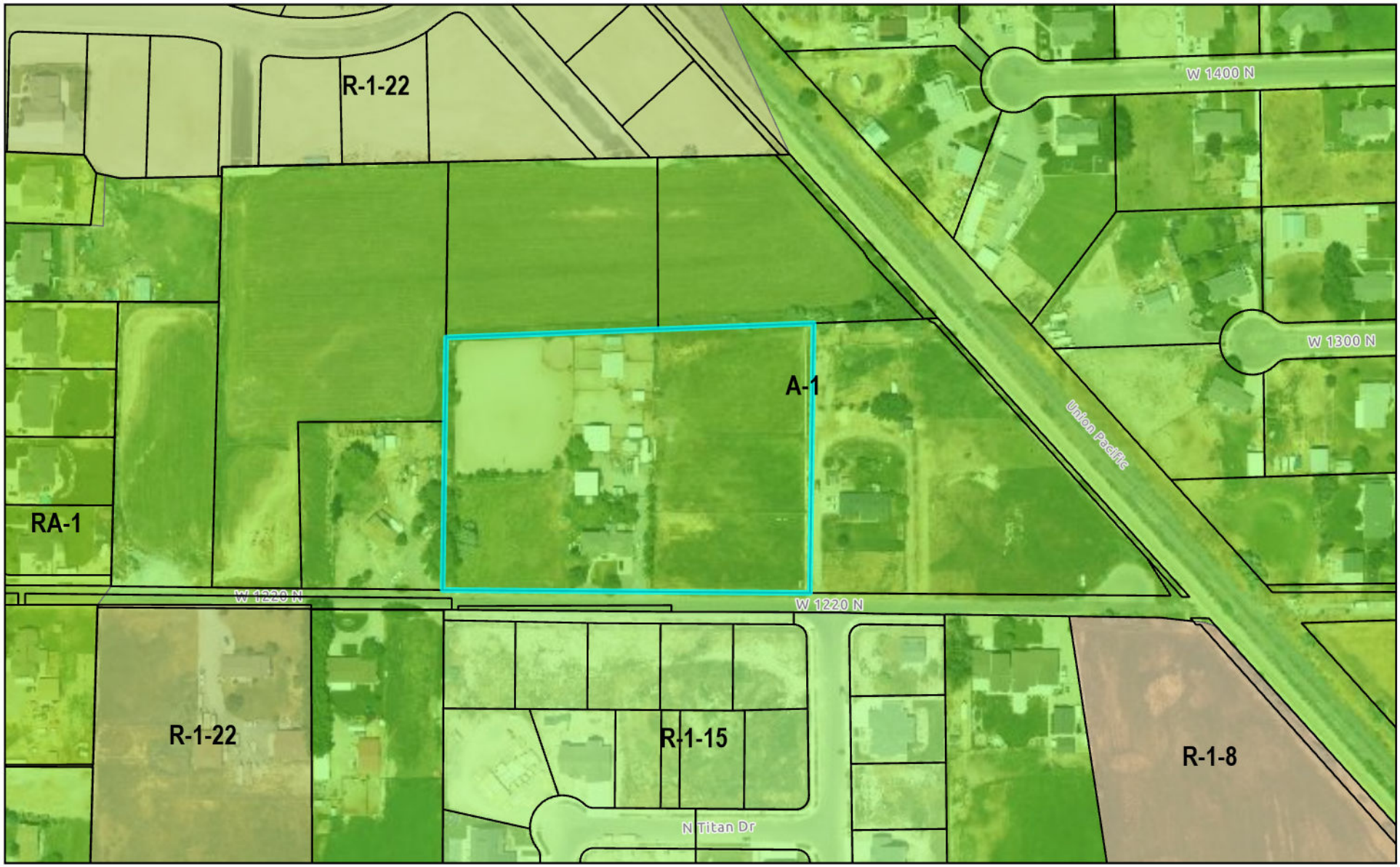


0 275 550 1,100 Feet

LEHI CITY

Cortese Preliminary Subdivision

Zoning

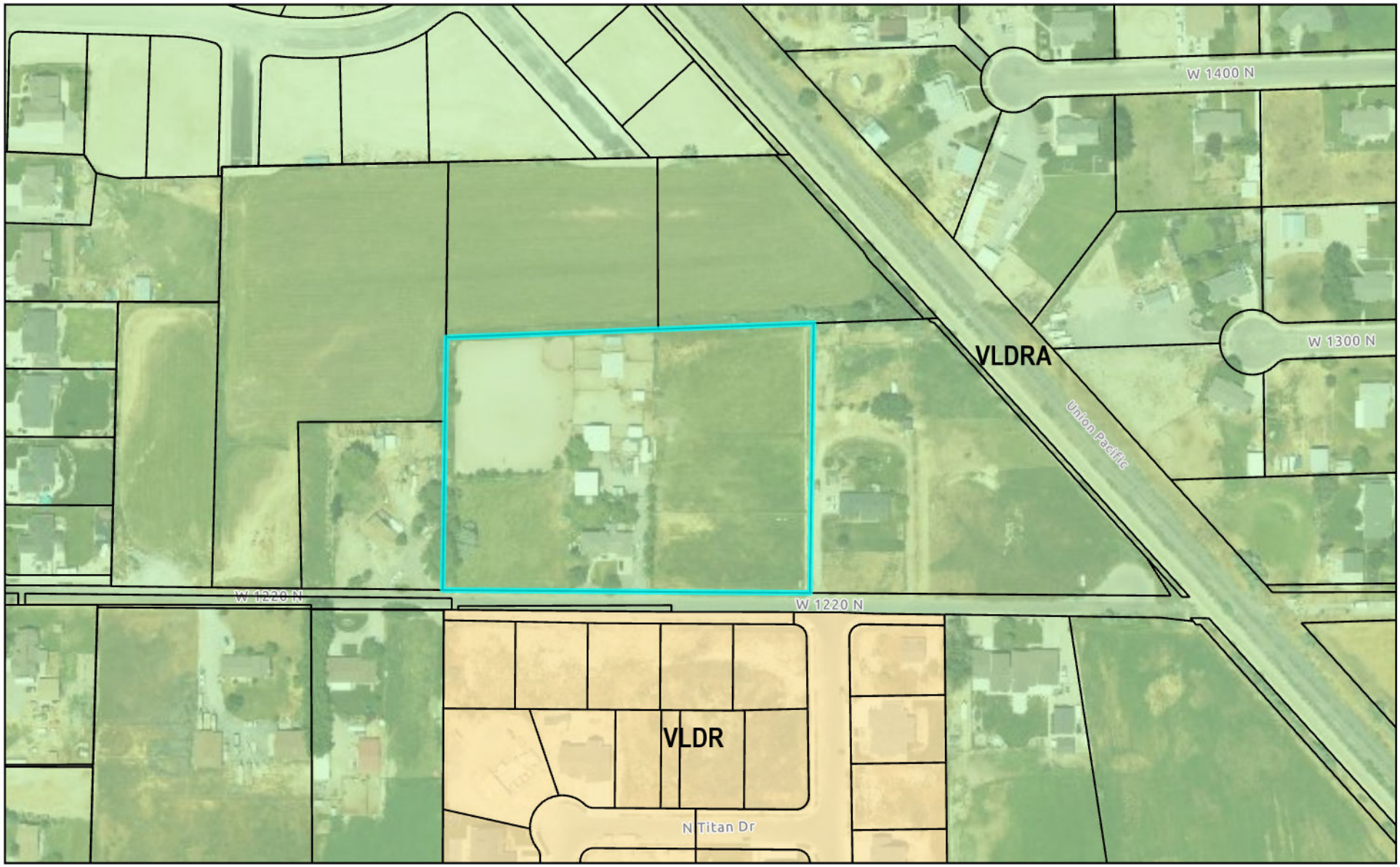


0 275 550 1,100 Feet

LEHI CITY

Cortese Preliminary Subdivision

General Plan

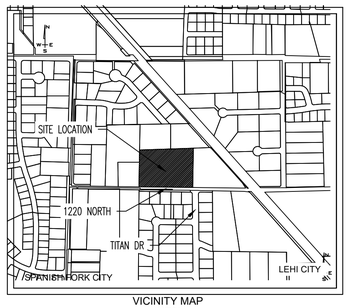


0 275 550 1,100 Feet

LEHI CITY

CORTESE SUBDIVISION PLAT "A"

A RESIDENTIAL SUBDIVISION
LOCATED IN THE NORTHEAST QUARTER OF
SECTION 7, TOWNSHIP 5 SOUTH, RANGE 1 EAST,
SALT LAKE BASE & MERIDIAN,
LEHI, UTAH COUNTY,
UTAH



VICINITY MAP
(NTS)

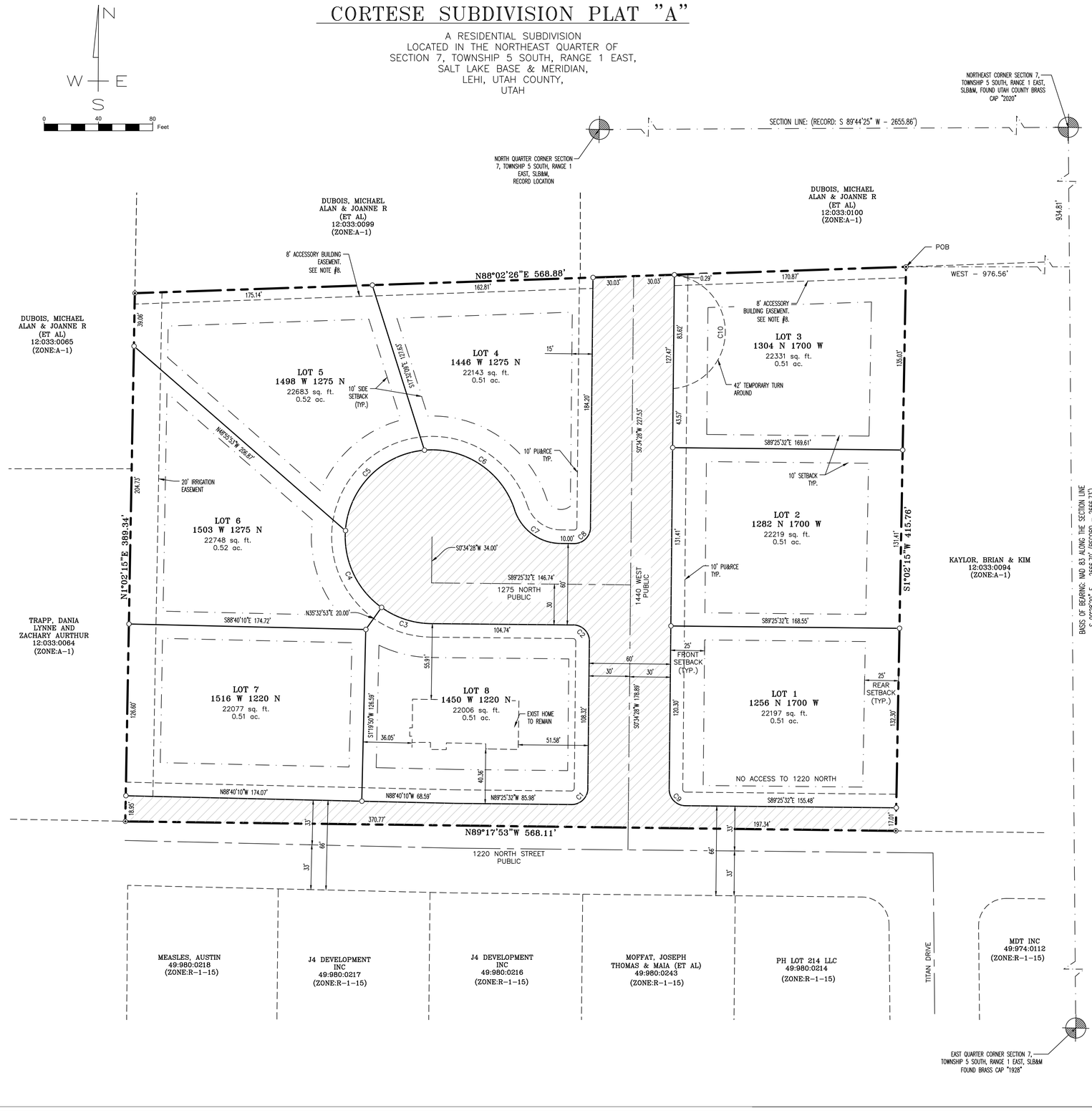
LEGEND

- PLAT CORNER
- LOT CORNER
- SECTION CORNER MONUMENT (NTS)
- PLAT BOUNDARY LINE
- LOT LINE
- ROAD CENTERLINE
- PU&RCE EASEMENT
- PUBLIC RIGHT-OF-WAY DEDICATED TO LEHI CITY. 1.15 ACRES (50,283 SQ. FT.)

NOTES:
1. DISTANCES FROM THE CENTERLINE OF EACH EXISTING ROAD RIGHT-OF-WAY TO THE LOT LINE ARE SHOWN HEREON THIS PLAT.
2. THIS AREA IS SUBJECT TO THE EVERYDAY SOUNDS, ODORS, SIGHTS, EQUIPMENT, FACILITIES, PESTS, AND ANY OTHER ASPECTS ASSOCIATED WITH AGRICULTURAL LIFESTYLE. FUTURE RESIDENTS SHALL ALSO RECOGNIZE THE RISKS INHERENT WITH LIVE-STOCK.
3. THE DETENTION REQUIREMENTS FOR THIS DEVELOPMENT HAVE BEEN MET THROUGH PIPING-IN-LIEU OF DETENTION.
4. SUBJECT PROPERTY ZONE: R-1-22.
5. ALL PROPERTY CORNERS WILL BE MARKED WITH A REBAR & CAP. FRONT LOT CORNER WILL BE EXTENDED AND SET IN CURB WITH BRASS PINS.
6. A SOIL REPORT WILL BE REQUIRED AT THE TIME OF A BUILDING PERMIT.
7. EACH LOT IS TO RETAIN ON SITE THEIR OWN STORM WATER AND IS NOT ALLOWED TO RUN OFF ONTO ADJACENT PROPERTY.
8. 8-FOOT SETBACK ALONG THE NORTH PROPERTY LINE SHALL REMAIN IN EFFECT TO PRESERVE ACCESS FOR MAINTENANCE OF THE EXISTING IRRIGATION DITCH. THIS REDUCED SETBACK CONDITION IS TEMPORARY AND SHALL REMAIN IN PLACE ONLY UNTIL SUCH TIME AS THE ADJACENT PROPERTY TO THE NORTH IS DEVELOPED IN A MANNER THAT ELIMINATES THE NEED FOR IRRIGATION DITCH MAINTENANCE ACCESS. UPON THAT OCCURRENCE, THE SETBACK SHALL REVERT TO THE CITY'S STANDARD SETBACK REQUIREMENTS FOR ACCESSORY STRUCTURES.

CURVE TABLE					
CURVE	LENGTH	RADIUS	CHORD DIST.	CHORD BRG.	DELTA
C1	18.85'	12.00'	16.97'	S45°34'28"W	90°00'00"
C2	18.85'	12.00'	16.97'	S44°25'32"E	90°00'00"
C3	39.07'	64.00'	38.46'	S71°56'20"E	34°58'25"
C4	65.34'	64.00'	62.54'	S25°12'21"E	58°29'32"
C5	90.41'	64.00'	83.08'	S44°30'33"W	80°56'16"
C6	85.94'	64.00'	79.62'	N56°33'19"W	76°56'00"
C7	44.82'	36.00'	41.98'	N53°45'25"W	71°20'13"
C8	18.85'	12.00'	16.97'	S45°34'28"W	90°00'00"
C9	18.85'	12.00'	16.97'	S44°25'32"E	90°00'00"
C10	123.91'	42.00'	83.62'	N0°34'28"E	169°02'01"

TABULATION
- TOTAL PROJECT ACREAGE = 5.25 ACRES
- TOTAL ACREAGE OF LOTS = 4.10 ACRES
- TOTAL # OF LOTS = 8
- TOTAL ACREAGE OF OPEN SPACE = 0.00 ACRES
- DENSITY ≈ 1.5 UNITS PER ACRE



BOUNDARY DESCRIPTION

A PARCEL OF LAND SITUATE IN THE NORTHEAST QUARTER OF SECTION 7, TOWNSHIP 5 SOUTH, RANGE 1 EAST, SALT LAKE BASE & MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF ENTRY 29791:2006, ON FILE IN THE OFFICE OF THE UTAH COUNTY RECORDER, SAID CORNER BEING 934.81 FEET S 00°28'29" E ALONG THE SECTION LINE AND 976.56 FEET WEST FROM THE NORTHEAST CORNER OF SAID SECTION 7, AND RUNNING THENCE ALONG SAID ENTRY THE FOLLOWING FOUR COURSES: 1) S 01°02'15" W 415.76 FEET, 2) N 89°17'53" W 568.11 FEET, 3) N 01°02'15" E 389.34 FEET, 4) N 88°02'26" E 568.88 FEET TO THE POINT OF BEGINNING.

SAID PARCEL OF LAND CONTAINS 5.25 ACRES (228,687 SQ. FT.).

MW BROWN ENGINEERING, INC
Office: (801) 377-1790 Fax: (801) 377-1789
578 East 770 North, Orem UT 84097

MW BROWN ENGINEERING, INC
Office (801) 377-1790
578 East 770 North, Orem UT 84058

PROFESSIONAL LAND SURVEYOR
5/12/2026
NO. 13513878
JAXON T BROWN
STATE OF UTAH

REVISIONS			
No.	Date	By	Notes

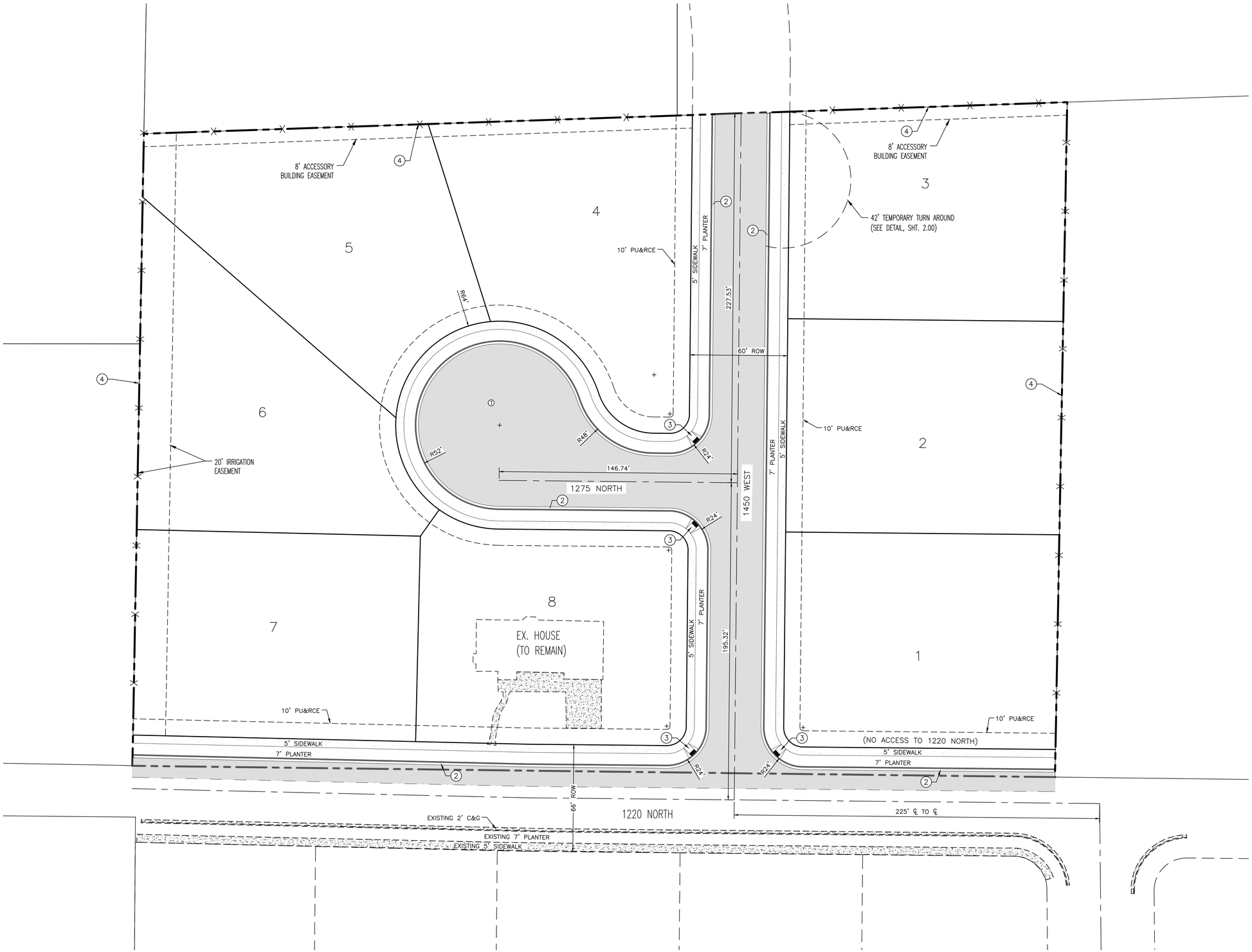
Designed
Drawn
Checked
Date

Title: CORTESE PROPERTY SUBDIVISION
Location: LEHI CITY, UTAH
Drawing Name: PRELIMINARY PLAT A

PROJECT NO. 2025.069

SHEET NO.

Preliminary
05/12/2026 2:19:01 PM



N

W E

S

0 30 60 Feet

NOTES:
1. RADII SHOWN ARE TBC UNLESS OTHERWISE NOTED.

KEYED NOTES:

① NEW ASPHALT PAVING. SEE CROSS SECTIONS SHT 2.00 FOR THICKNESS AND SUB-BASE REQUIREMENTS.

② 2' HIGH BACK CURB & GUTTER PER LEHI CITY STANDARD DRAWING RD-05.

③ ADA RAMP PER LEHI CITY STANDARD DRAWING RD-06.

④ INSTALL 6' 'NO-CLIMB' AGRICULTURAL FENCE PER CITY STANDARD.

PROJECT DATA:

GROSS PROJECT AREA:	5.25 ACRES
ROW AREA:	1.15 ACRES
OPEN SPACE (PLANTER AREA):	0.27 ACRES
NUMBER OF LOTS:	8 S.F. LOTS
UNITS PER ACRE:	≈ 1.5 UNITS PER GROSS ACRE

PRELIMINARY
NOT FOR CONSTRUCTION

MW BROWN ENGINEERING, INC
Office (801) 377-1790
578 East 770 North, Orem UT 84058

PROFESSIONAL ENGINEER
May 12, 2026
NO. 13972668
MITCHELL M. BROWN
STATE OF UTAH

No.	Date	By	REVISIONS Notes

Designed
Drawn
Checked
Date

Title: CORTESE PROPERTY SUBDIVISION
Location: LEHI CITY, UTAH
Drawing Name: SITE LAYOUT PLAN

PROJECT NO. 2025.069

SHEET NO. 1.10

Agenda Item No: 5.4

City Council Agenda Item Report

Meeting Date: July 14, 2026
Submitted By: Brittney Harris
Submitting Department: Planning Division
Item Type: Ordinance
Agenda Section: Regular Agenda

Subject:
Consideration of Ordinance #2026-28, approving the Prestwich Zone Change on 1.09-acres located at 2004 North 900 West changing the zoning from RA-1to R-2.

Summary:

Attachments:

Prestwich Zone Change.pdf

Ordinance - Prestwich Zone Change 07.14.26.docx

PRESTWICH (2004 NORTH 900 WEST) ZONE CHANGE

CITY COUNCIL REPORT

Applicant	TN Contracting LLC		
Meeting Date	July 14, 2026		
Requested Action/Purpose	Approval of a proposed zone change		
Decision Type	Legislative		
Location	2004 North 900 West		
Acreage	1.09 acres		
Existing Zoning	RA-1		
Existing General Plan Land Use Designation	Medium Density Residential (MDR)		
Proposed Zoning Designation	R-2		
Existing Land Use	Single Family Home		
Adjacent Zoning and Land Use	*North*	RA-1	Single Family Homes
	South	RA-1	Single Family Homes
	East	RA-1	Single Family Homes
	West	R-2	Single Family Homes
Date of DRC Review	April 22, 2026		
Date of Planning Commission Review	June 11, 2026		
Assigned Planner	Brittney Harris		

REQUIRED ACTION

Planning Commission	Public hearing, review, and recommendation
City Council	Final approval

APPLICABLE DEVELOPMENT CODE REGULATIONS

From 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

STRONG COMMUNITIES

Establish strong communities where residents have opportunities for meaningful social connections and support systems.

Strategy 1 Create a life-cycle housing policy that encourages a diversity of housing types in Lehi's neighborhoods to provide housing options for prospective residents of differing ages, incomes, abilities, and lifestyles.

RESIDENTIAL DEVELOPMENT

Accommodate a range of housing and neighborhood types suitable for a variety of lifestyles, ages, affordability levels, and design options.

Strategy 1 Residential developments should integrate a range of housing designs and architectural features.

PROPERTY HISTORY

June 15, 1872 Property was part of the original incorporation of Lehi City

REPORT ANALYSIS

The applicant requests approval of a proposed zone change from RA-1 to R-2 on 1.09 acres located at 2004 North 900 West.

The proposed R-2 zoning is consistent with the Medium Density Residential General Plan Designation on this parcel. The R-2 zone would allow up to six units per acre, so for this zone change it would allow for a total of six units. It also allows for townhomes, twin homes, and other attached housing types.

Though not the exact same as the surrounding single-family homes, adding some attached single-family housing in this area meets the General Plan Land Use Element goals of life cycle housing and a range of housing and neighborhood types. This idea includes having housing in the same neighborhood to upsize or downsize based on the time of life and needs. The applicant has not provided a proposed layout for the property and is only seeking approval of the zone change to R-2.

The Reviewing Departments had two redline comments. The applicant originally requested R-3 zoning but updated it to R-2 consistent with the General Plan. The applicant will also have to dedicate additional irrigation and culinary water if the zone change is approved.

POSSIBLE MOTIONS AND FINDINGS

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

1. The proposed zone change will allow for life cycle housing and a diversity of housing types in this part of the City consistent with the goals stated in the General Plan Land Use Element.
2. The proposed zone change is consistent with the General Plan Designation of Medium Density Residential.
3. Other reasons that came up during the public hearing process.

PLANNING COMMISSION RECOMMENDATION

The Planning Commission reviewed the Prestwich Zone Change on June 11, 2026. The minutes and motion from that meeting follow.

3.1) Public hearing and recommendation of TN Contracting LLC's request for review of the Prestwich Zone Change on 1.09-acres located at 2004 North 900 West changing the zoning from RA-1to R-2.

The applicant was present but had no additional comment.

Commissioner Kunze opened and closed public comment.

The Commission discussed how the request is in conformance with the General Plan.

> **Motion:** Commissioner Jones moved to recommend approval to the Lehi City Council with the findings that this change will allow for life cycle housing and a diversity of housing types in this part of the city consistent with the goals stated in the General Plan land use element, and that the proposed zone change is consistent with the General Plan designation of medium density residential. He included all DRC comments. Commissioner Roberts seconded.
>
> **Vote:** Commissioner Jones, yes. Commissioner Jackson, yes. Commissioner Kunze, yes. Commissioner Roberts, yes.
>
> Motion passed unanimously.

Prestwich Zone Change
DRC Redline Comments

TN Contracting LLC- requests review of the Prestwich Zone Change on 1.09-acres located at 2004 North 900 West changing the zoning from RA-1to R-3.

DRC Members Present: Glade Kirkham, Garion Rowett, Ryan Allred, Shelbey Brewer, Kim Struthers, Gary Smith, Gary Ellis, James Farnsworth, Luke Seegmiller, Brad Wilbur
Assigned Planner: Brittney Harris
Representatives of the Applicant Present: Joel
Date of Plans Reviewed: 4/13/26
Time Start:
Time End:

DRC REDLINE COMMENTS:
Glade – Power: No comments.
Brad – Fiber: No comments.
Garion – Fire: No comments.
Ryan – Water/Sewer: No comments.
James – Parks: No comments.
Gary S. – Building/Inspections: No comments.
Shelbey – Public Works: No comments.
Gary E. – Engineering: No comments.
Luke – Traffic: No comments.
Kim – Planning:

1. The General Plan Designation for this property is MDR which correlates with the R-2 zoning. You should update your request for R-2 or wait until August to submit a General Plan Amendment to HDR.
2. For the R-2 zoning, as a condition of recording the zone change ordinance, water dedication will be required to provide additional water rights for the additional demand on water. The amount of water required would be 2.7 acre feet per acre of culinary water and 1.9 acre feet per acre of irrigation water.

THIS ITEM WILL BE SCHEDULED FOR PLANNING COMMISSION IF THE APPLICANT DECIDES TO MOVE FORWARD WITH R-2 ZONING

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.

Zoning Amendment

The reason and justification for the proposed amendment for the property located at 2004 North 900 West, Lehi, UT 84043 is the owner is considering building several townhouses on his existing lot and would demolish his existing home on the property during the project as part of the plan.

The proposed amendment is within the goals and policies of the General Plan and is compatible with the existing land use of nearby properties. The effect of the proposed amendment should not have a negative effect on the surrounding area or unduly affect the use of the nearby properties.

The proposed amendment provides much needed housing to the community and has an overall positive gain to the public health, safety and welfare to the community.

The legal description of the property for the proposed amendment are:

PARCEL I (known by actual survey as)

Beginning at a point in a fence line which point is South 299.221 feet and East 1531.999 feet (based on the Utah State Coordinate System, Central Zone, and Date Published by the Utah County Surveyor as of October 23, 1979) and thence South 29 deg. 20' 39" East 94.788 feet; and thence South 00 deg. 47' 06" East 55.608 feet; to the true point of beginning; from the West Quarter Corner of Section 5, Township 5 South, Range 1 East, Salt Lake Base and Meridian.

Thence South 84 deg. 19' 21"East 106.314 feet;

Thence South 23 deg. 09' 08" East 52.007 feet;

Thence South 24 deg. 07' 38" West 22.253 feet;

Thence North 84 deg. 19' 21" West 123.579 feet;

Thence North 05 deg. 00' 55" East 66.675 feet; to the point of beginning.

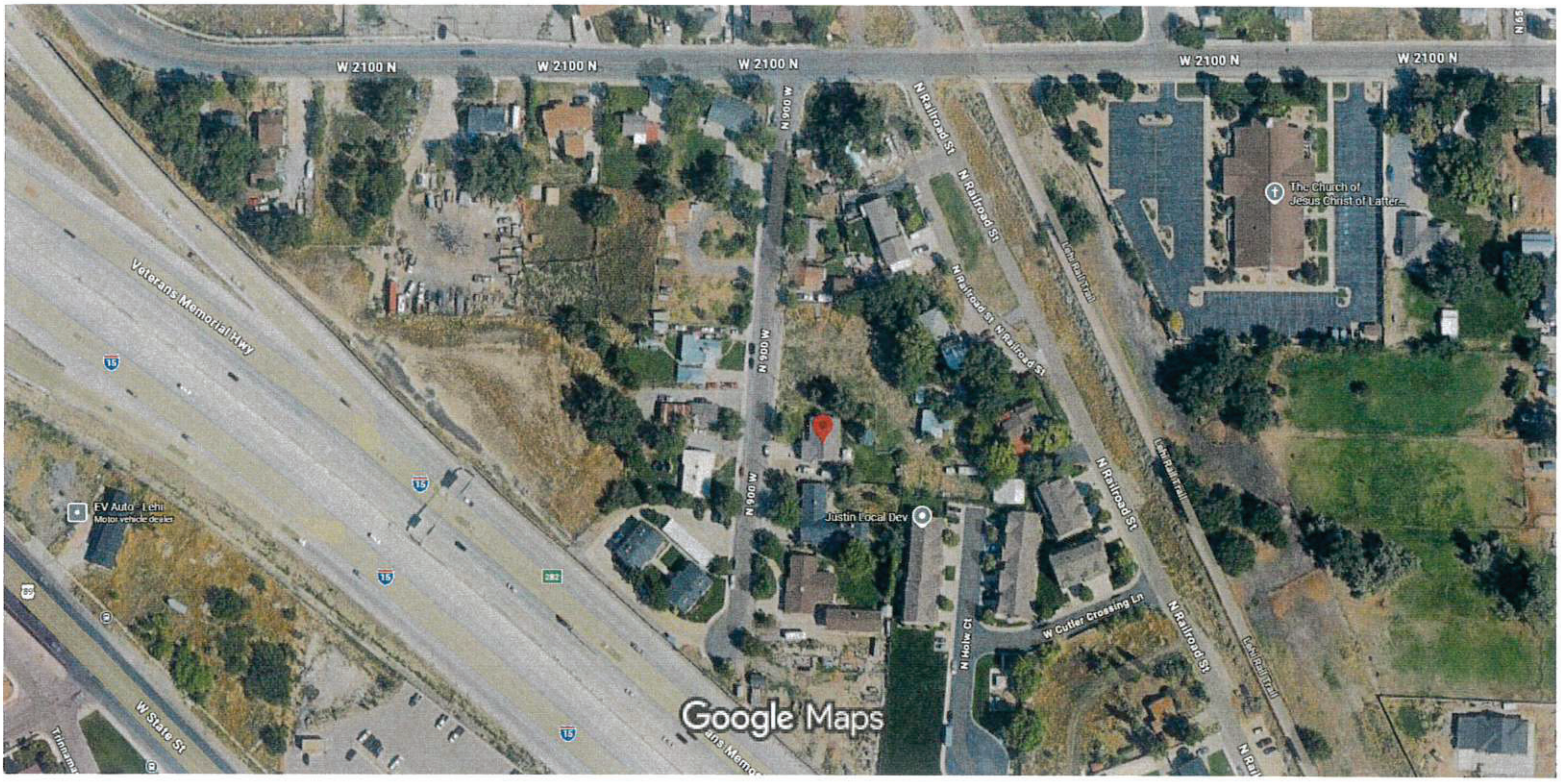
PARCEL II (known by actual survey as)

Beginning at a point in a fence line on the East line of 900 West Street which point is South 306.986 feet and East 1406.869 feet from the West Quarter Corner of Section 5, Township 5 South, Range 1 East, Salt Lake Base and Meridian.

Thence along a fence line South 88 deg. 21' 04" East 100.570 feet; thence along a fence line North 66 deg. 34' 28" East 26.810 feet to a fence line intersection; thence along a fence line South 29 deg. 20' 39" East 94.788 feet; thence along a fence line South 00 deg. 47' 06" East 55.608 feet; thence along a fence line South 05 deg. 00' 55" West 110.232 feet to a fence line intersection; thence along a fence North 84 deg. 56' 16" West 181.979 feet to a fence line on the East line of 900 West Street; thence along said East line along a fence North 04 deg. 43' 59" East 224.984 feet to the point of beginning. Containing 0.920 acres.

Parcel No. 12-019-0043; 12-019-0091

2004 N 900 W



Imagery ©2026 Airbus, Maxar Technologies, USDA/FPAC/GEO, Vexcel Imaging US, Inc., Map data ©2026 Google 100 ft

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05/31/2025

Prestwich

Aerial

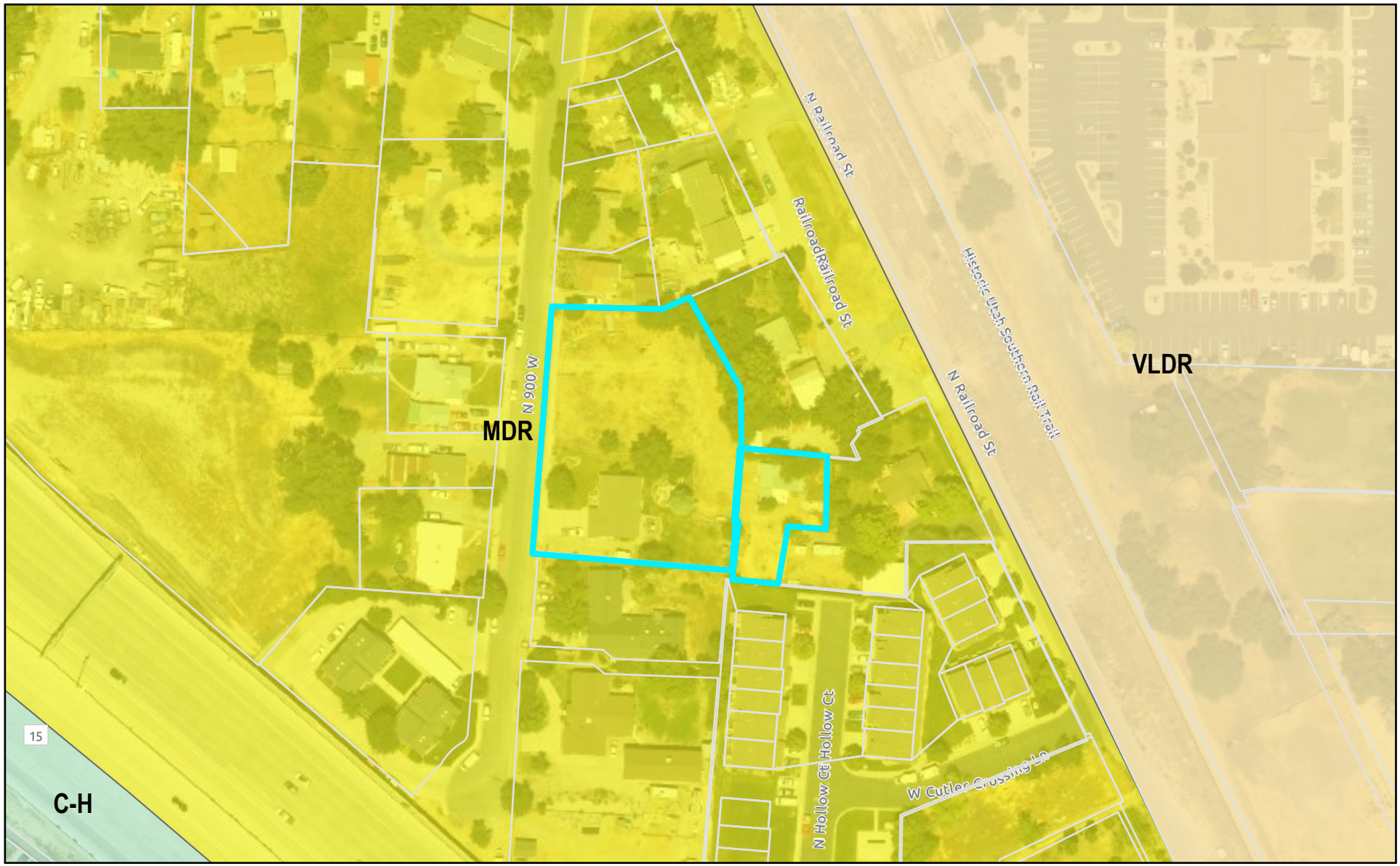


0 160 320 640 Feet

LEHI CITY

Prestwich

General Plan

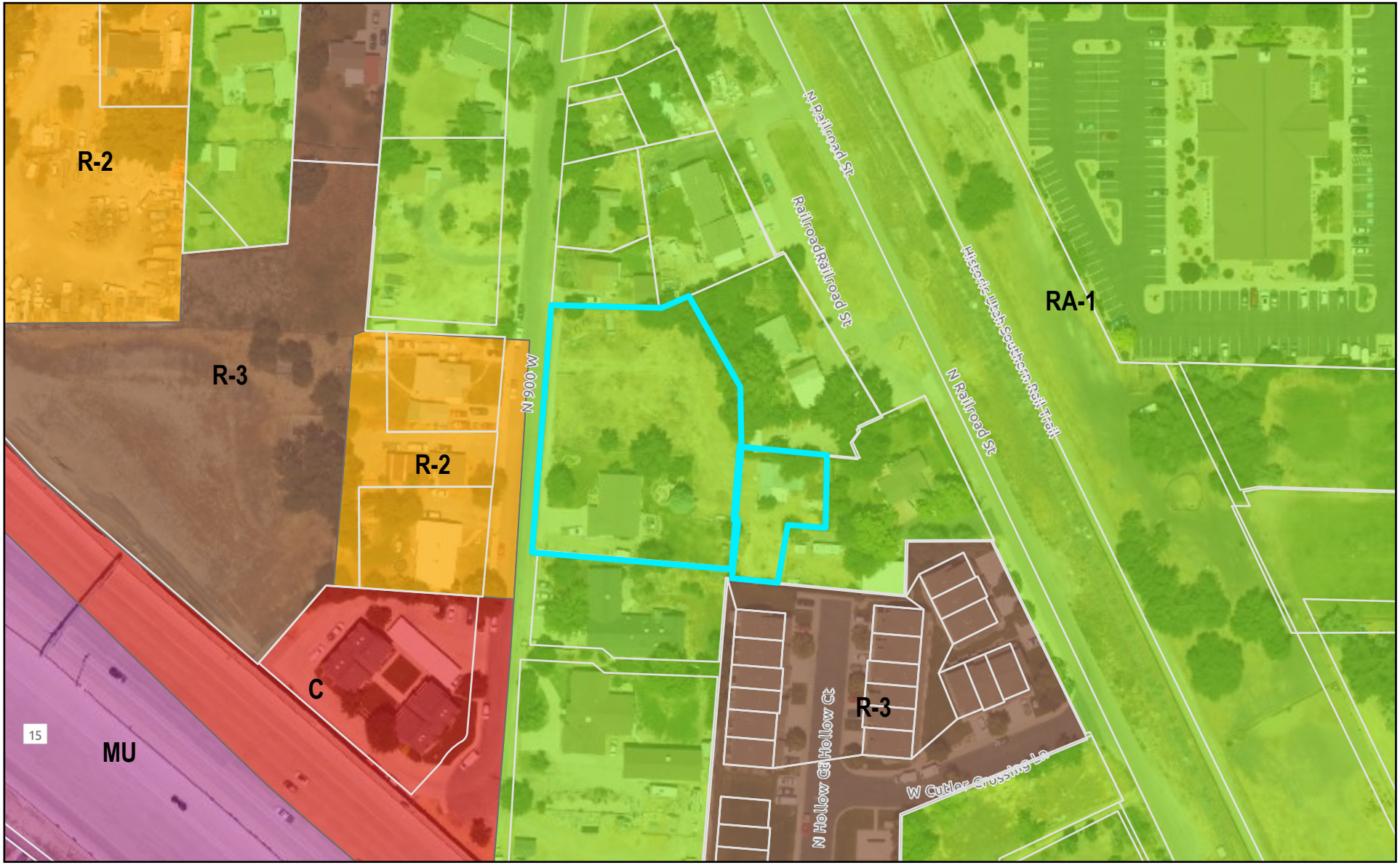


0 160 320 640 Feet

LEHI CITY

Prestwich

Zoning



0 160 320 640 Feet

LEHI CITY

ORDINANCE NO: 2026-__

AN ORDINANCE APPROVING A ZONE DISTRICT DESIGNATION AMENDMENT AND ZONING DISTRICT MAP AMENDMENT LOCATED AT 2004 NORTH 900 WEST

WHEREAS, TN Contracting LLC, authorized agent for owner of property located at approximately 2004 North 900 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 R-2 residential; and

WHEREAS, following a public hearing on June 11, 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 July 14, 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 June 11, 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 R-2.

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 14th day of July 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”

PRESTWICH ZONE CHANGE

Parcel ID: 12:019:0043
COM S 306.986 FT & E 1406.87 FT FR W1/4 COR SEC 5, T5S, R1E, SLM; S 88-21'04"E 100.57 FT; N 66-34'28"E 26.81 FT; S 29-20'39"E 94.788 FT; S 47'06"E 55.608 FT; S 5-00'55"W 110.232 FT; N 84-56'16"W 181.979 FT; N 4-43'59"E 224.984 FT TO BEG. AREA .92 ACRES.

Parcel ID: 12:019:0091
COM N 2085.58 FT & W 1098.02 FT FROM THE S 1/4 COR. SEC. 5, T5S, R1E, SLB&M.; N 6 DEG 25' 30" E 52.87 FT; N 84 DEG 19' 21" W 4.47 FT; N 5 DEG 0' 55" E 66.67 FT; S 84 DEG 19' 21" E 80.01 FT; S 1 DEG 17' 55" W 66.06 FT; N 85 DEG 24' 17" W 34.56 FT; S 10 DEG 7' 46" W 53.25 FT; N 84 DEG 13' 9" W 41.81 FT TO THE POB. AREA 0.178 AC.

Agenda Item No: 5.5

City Council Agenda Item Report

Meeting Date: July 14, 2026
Submitted By: Brittney Harris
Submitting Department: Planning Division
Item Type: Ordinance
Agenda Section: Regular Agenda

Subject:
Consideration of Ordinance #2026-29, approving a Development Code Amendment to Chapter 12, Chapter 39, Table 05.030A, and Table 05.030B adding a Neighborhood Exchange Structure Use.

Summary:

Attachments:

Neighborhood Exchange Structure Development Code Amendment 07.14.26.pdf

Ordinance - Neighborhood Exchange Structures Development Code Amendment 07.14.26.docx

NEIGHBORHOOD EXCHANGE STRUCTURE DEVELOPMENT CODE AMENDMENT

CITY COUNCIL REPORT

Applicant	Lehi City
Meeting Date	July 14, 2026
Requested Action/Purpose	Approval of proposed amendments to the Development Code
Decision Type	Legislative
Date of DRC Review	April 22, 2026
Date of Planning Commission Review	June 11, 2026

REQUIRED ACTION

Planning Commission	Review and recommendation
City Council	Final approval

APPLICABLE DEVELOPMENT CODE REGULATIONS

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

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

REPORT ANALYSIS

The applicant requests approval of proposed changes to the Development Code adding Neighborhood Exchange Structures to Table 05.030.A Table of Uses Residential Zones, Table 05.030.B. Table of Uses Nonresidential zones, Chapter 12 Development Standards, and Chapter 39 Definitions.

This proposed use encompasses Little Free Libraries, neighborhood food pantries, and other similar uses. The definition includes anything that is enclosed or unenclosed in a semi-permanent structure for the exchange or selling of books, food, household goods or similar items.

The proposed amendment would allow them in all residential zones and several commercial zones. Regulations are proposed in Chapter 12 that clearly state that they cannot be in the public right of way, cannot obstruct sidewalks, and may only be allowed on public property with written permission.

This amendment seeks to encourage these uses that provide benefit to the community but also seeks to mitigate the negative impacts that have happened in the past. Park staff have concerns with the placement of these structures in public parks and also in the public right of way areas they maintain. The goal of this amendment is to encourage the placement of these structures on private property or on public property only with permission of the entity that owns or maintains the property.

The Reviewing Departments had three comments related to language updates. One of engineering's comments requested updated language about blocking the view of traffic was updated in the proposal. The other two comments are proposed to not be incorporated.

POSSIBLE MOTIONS AND FINDINGS

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

1. The proposed Development Code Amendment allows for the continuation of Neighborhood Exchange Structures while mitigating the negative impact on public property and right of ways.
2. The proposed Development Code amendment is/is not in conformance with the purposes, intent, and provisions of the General Plan and its various elements.
3. Additional findings based upon information presented during the public hearing.

PLANNING COMMISSION RECOMMENDATION

The Planning Commission reviewed the proposed Development Code Amendment on June 11, 2026. The minutes and motion from that meeting follow.

3.7) Public hearing and recommendation of Lehi City's request for review of a Development Code Amendment to Chapter 12, Chapter 39, Table 05.030A, and Table 05.030B adding a Neighborhood Exchange Structure Use.

This item is from the Parks department.

Commissioner Eyre opened and closed public comment.

> **Motion:** Commissioner Jackson recommended approval for the Lehi City Council with the findings that the proposed Development Code amendment allows for the continuation of Neighborhood Exchange Structures while mitigating the negative impact on public property and right of ways, and that the Development Code amendment is in conformance with the purposes, intent, and provisions of the General Plan and its various elements. He included all DRC comments. Commissioner Roberts seconded.
>
> **Vote:** Commissioner Jones, yes. Commissioner Jackson, yes. Commissioner Eyre, yes. Commissioner Kunze, yes. Commissioner Roberts, yes.
>
> Motion passed unanimously.

Neighborhood Exchange Structures DCA
DRC Redline Comments

Lehi City- requests review of Development Code amendments to Table 05.030-A, Table 05.030-B, Chapter 12 and Chapter 39, adding a use for "Neighborhood Exchange Structures".

DRC Members Present: Glade Kirkham, Garion Rowett, Ryan Allred, Shelbey Brewer, Kim Struthers, Gary Smith, Gary Ellis, James Farnsworth, Luke Seegmiller, Brad Wilbur
Assigned Planner: Brittney Harris
Representatives of the Applicant Present: Trent Dyer
Date of Plans Reviewed: 4/14/26
Time Start:
Time End:

DRC REDLINE COMMENTS:
Glade – Power: No comments.
Brad – Fiber: No comments.
Garion – Fire: No comments.
Ryan – Water/Sewer: No comments.
James – Parks: No comments.
Gary S. – Building/Inspections: No comments.
Shelbey – Public Works: No comments.
Gary E. – Engineering:
1. ... or blocks the view of traffic as determined by the Engineering Department.
2. Would it be good to replace "lemonade" with something else like product, food or beverage, etc... to allow more than lemonade?

Luke – Traffic: No comments.
Kim – Planning:
3. Do we need to specify if it's enclosed or not?

THIS ITEM NEEDS TO GO TO CITY COUNCIL FOR WORK SESSION/ PRECOUNCIL DISCUSSION

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 Code Clarification: Placement of Little Free Libraries and Similar Structures on City Property

City staff is proposing a clarification to the municipal code to explicitly prohibit the placement of Little Free Libraries and similar privately installed structures on City-owned property, including parks and the public right-of-way (which includes park strips).

This clarification is prompted by a recent request to install a Little Free Library at a park entrance. While staff denied the request, follow-up inquiries revealed that similar structures have been informally allowed in the past. Staff has since identified multiple existing installations within City parks, as well as a food pantry rack located within the public right-of-way on Main Street.

While these amenities provide clear community value and are appreciated by residents, their presence on City property creates several concerns:

Liability and Risk Exposure:

Structures installed and maintained by private individuals on public property create uncertainty regarding responsibility for injuries, damage, or unsafe conditions.

Maintenance and Long-Term Stewardship:

These installations rely on voluntary upkeep. If the original installer is no longer able to maintain them, responsibility may default to the City, creating unplanned maintenance obligations.

Content and Use Oversight:

The City has limited ability to regulate or monitor materials placed in these structures, which may raise concerns regarding appropriateness, misuse, or unintended purposes.

Equity and Consistency in Use of Public Space:

Allowing some private uses of public property without a formal framework can create inconsistency and perceived inequity when similar requests are denied.

Encroachment into the Right-of-Way:

Structures within park strips or other right-of-way areas can interfere with utilities, visibility, pedestrian access, and future infrastructure needs.

The proposed code clarification is not intended to discourage Little Free Libraries or similar community amenities, but rather to establish clear and consistent boundaries regarding their placement. These structures remain appropriate and encouraged on private property, where ownership, maintenance, and liability are clearly defined.

If the code amendment is adopted, staff will work to remove existing installations from City property reasonably and respectfully, including outreach to nearby residents to encourage relocation to adjacent private property where feasible.

Trent Dyer

Parks Planning Manager

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

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

USE	DISTRICT											
	TH-5	A-5	A-1	RA-1	R-1-22	R-1-15	R-1-12	R-1-10	R-1-8/ R-1-Flex	R-2	R-2.5	R-3
RESIDENTIAL DWELLING TYPES												
Single-Family Dwelling	P[1]	P	P	P	P	P	P	P	P	P	P	P
Twin Home										P	P	P
Two-Family Dwelling (Duplex)										P	P	P
Three-Family Dwelling										P	P	P
Four-Family Dwelling										P	P	P
Internal Accessory Dwelling Unit (see Sec. 26.030)	P[1]	P	P	P	P	P	P	P	P	P	P	P
Detached Accessory Dwelling Unit [>15,000 square foot lot; See Sec. 26.040]	P[1,4]	P[4]	P[4]	P[4]	P[4]	P[4]	P[4]	P[4]	P[4]	P[4]	P[4]	P[4]
Group Homes	P[1]	P	P	P	P	P	P	P	P	P	P	P
Modular Home	P[1]	P	P	P	P	P	P	P	P	P	P	P
Multi-Family Dwellings [>4 dwelling units]										P	P	P
Townhouses/Condominiums [See Sec.37.040]										P	P	P
PUBLIC/CIVIC USES												
Churches (places of worship)		P	P	P	P	P	P	P	P	P	P	P
Neighborhood Exchange Centers (see Section 12.250)	P	P	P	P	P	P	P	P	P	P	P	P
Parks, Playgrounds, Sports Fields, Open Space, Golf Courses, Trails and Greenways	P[1]	P	P	P	P	P	P	P	P	P	P	P
Public/Civic Buildings		P	P	P	P	P	P	P	P	P	P	P
Schools, Private & Public		P	P	P	P	P	P	P	P	P	P	P

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

TABLE 05-030-B
TABLE OF USES – NONRESIDENTIAL ZONES

(Amended 01/09/01; 08/07/01; 04/09/02; 07/09/02; 04/27/04; 04/12/05; 05/10/05; 06/14/05; 08/09/05; 11/15/05; 07/10/07; 05/22/08; 04/14/09; 06/09/09; 07/28/09; 12/08/09; 11/15/11; 12/13/11; 04/24/12; 09/11/12; 07/22/14; 02/24/15; 03/24/15; 01/12/16; 01/26/16; 02/13/18; 08/28/18; 09/25/18; 11/13/18, 01/08/19;01/22/19; 03/12/19; 07/30/19; 08/27/19; 03/31/20; 11/10/20; 12/08/20; 02/09/21; 11/15/22; 01/10/23; 04/11/23; 08/22/23; 03/26/24)

USE	DISTRICT										
	NC	C	C-H	CR	C-1	BP	LI	MU	T/M	PF	HI
RESIDENTIAL USES											
Dwelling Unit for caretaker/security guard (For caretaker and immediate family only)	P	P	P	P		P	P	P	P		P
Group Home (See Section 12.150)							P	P			
Juvenile Group Facility (See Section 12.160)							C				
Vertical Mixed Use (Residential Above Commercial)								P[2]			
Rehabilitation and Treatment Facilities [See Sec. 12.180]							C				
Nursing Home, Assisted Living, or Retirement Home/Center	P	P						P			
Single-Family Dwelling								P[1]			
Multi-family Residential (See Section 37.010.B.1)								P[2]			
Accessory Dwelling Unit (see Sec. 26.030)								P			
PUBLIC/CIVIC USES											
Cemetery										P	
Churches (places of worship)	P	P	P	P	P	P	P	P	P	P	P
Cultural and Artistic uses, such as Museums, Galleries, Libraries, Performing Arts Centers	P	P		P		P	P	P		P	P
Golf Courses, Country Clubs, Driving Ranges, and Putting Greens		P	P	P		P	P		P	P	
Marina (public/private)										P	
Neighborhood Exchange Structures (see Section 12.250)	P	P	P	P		P		P			

Notes:
P = Uses allowed as a Permitted Use.
P[1]= Single family homes that existed at the time this code was adopted (9/11/12) shall continue; however new single-family dwellings shall only be permitted in areas with remaining density per Map 05.010 Maximum TOD and Mixed Use Density Map.
P[2]= Allowed provided there is remaining density as allocated per Map 05.010 Maximum TOD and Mixed Use Density Map.
P[3]= Only permitted for Financial Services and Pharmacy uses that: 1) are on a parcel adjacent to a UDOT Principal Arterial or along the 2100 North Corridor, 2) incorporate pedestrian-oriented design elements into the site plan (such as pedestrian walkway or trail), and 3) are designed to shield headlights from adjacent properties.
C = Uses allowed as a Conditional Use. Uses not identified as either a Permitted or Conditional Use are deemed to be prohibited.
[*] All uses in the Planned Community and Resort Community Zones must be authorized through an Area Plan pursuant to Chapter 15or through a Land Use Plan pursuant to Chapters 38 and 39. All uses in the Transit Oriented Development Zone must be authorized by a Land Use Plan pursuant to Chapter 38 and 39.

school measured from the nearest entrance of the hotel or motel by following the shortest route of ordinary pedestrian travel to the property boundary of the school.

B. Building shall be of a historical nature; or if a new build, the building shall contain architectural features and design reflective of the Pioneer, Victorian, Early Twentieth Century, Period Revival, Early Modern, or Post-War Modern as defined by the Utah Heritage foundation. Different architectural styles can be approved by Planning Commission that are consistent with the vision for the area.

C. The owner or an employee needs to be present at all times on the premise.

D. Each bed and breakfast establishment shall have a sign of sufficient size as to be visible from the street. The sign shall be consistent with the architectural style of the establishment.

E. Every bed and breakfast establishment shall have a current business license; and comply with all other necessary City, State, and Fire Code requirements.

Section 12.240. Short Term Rentals.

(New 03.31.20)

Short Term Rentals (STRs) are an allowed use within all residential zones as long as they meet the following criteria:

A. No STR shall be located within 600 feet of an elementary, middle or junior high school measured from the nearest entrance of the STR by following the shortest route of ordinary pedestrian travel to the property boundary of the school.

B. The home shall be the primary residence of the applicant. Primary residency will be shown by providing the following documentation at the time of application and annually thereafter at the time of business license is renewal.

1. The applicant's most recent state and federal tax returns both listing the property as the applicant's primary residence; and

2. A government issued ID with the address of the applicant listed.

C. The owner, employee, or someone the owner designates as a point of contact shall be able to respond to all calls within one hour while the property is being rented.

D. The number of short-term renters shall be no more than 10 individuals, or as limited by off-street parking availability, whichever is less.

E. Every short-term rental establishment shall have a current business license; and comply with all other necessary City, State, and Fire Code requirements. The business license shall be displayed inside the rental area of the home as to be visible to guests.

F. Business licenses shall be renewed annually. Prior to renewal the applicant must show a resolution to any valid complaints related to the requirements set forth in this Section.

G. All parking for short-term rentals shall be provided off street and must meet the requirements of Table 37.070 of this Code. The required parking may take place in the primary garage or driveway space of a home if the applicant can prove that adequate parking will remain for the owner and other permanent occupants of the home.

H. The owner shall establish and enforce curfew and quiet hours that are reasonable and fit in the context of the surrounding neighborhood. Reasonable conditions may be required to mitigate against noise nuisances to neighbors.

Section 12.250. Neighborhood Exchange Structures

Neighborhood Exchange Structures are allowed on private property. They are not allowed on public property, including in parks or schools, without written permission and approval by the entity that owns the public property. They shall not be allowed in the public right of way including park strips. They also shall not be constructed in a way that overhangs onto any sidewalks.

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

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

Neighborhood Exchange Structures- An enclosed or unenclosed semi-permanent structure for the exchange or distribution of items such as books, food, household goods, or other similar items. These items may be for sale or free.

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

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

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

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

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

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

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

Open Space - means and refers to the following:

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

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

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

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

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

Parking Lot, Commercial - A parking lot used for the parking of automobiles for compensation.

ORDINANCE NO: 2026 - __

AN ORDINANCE AMENDING THE LEHI CITY DEVELOPMENT CODE TABLE 05.030.A., TABLE 05.030.B., CHAPTER 12, CHAPTER 39

WHEREAS, it has become necessary to amend Table 05.030A, Table 05.030B, Chapter 12, and Chapter 39 of the Lehi City Development Code; and

WHEREAS, this amendment seeks to add a Neighborhood Exchange Structure use with a definition, permitted areas, and regulation; and

WHEREAS, following a public hearing on June 11, 2026, the Lehi City Planning Commission reviewed the proposed revisions and forwarded a positive recommendation to the City Council; and

WHEREAS, on July 14, 2026, the City Council held a duly noticed meeting to receive public comment and ascertain the facts regarding this matter, which facts and comments are found in the hearing record and which include the staff report, minutes from the Planning Commission meeting of June 11, 2026, and the positive recommendation of the Planning Commission; and,

WHEREAS, after considering the facts and comments presented to the Municipal Council, the Council finds: Table 05.030A, Table 05.030B, Chapter 12, and Chapter 39 of the Lehi City Development Code should be amended; and such action furthers the health, safety, and welfare of the citizens of Lehi.

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

PART I:

Table 05.030A, Table 05.030B, Chapter 12, and Chapter 39 of the Lehi City Development Code is hereby amended.

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

C. The City Council hereby directs that the official copy of the Lehi City Code be

updated to reflect the provisions enacted by this Ordinance.

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

Approved and Adopted by the City Council of Lehi City this 14th day of July 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

Agenda Item No: 5.6

City Council Agenda Item Report

Meeting Date: July 14, 2026
Submitted By: Brittney Harris
Submitting Department: Planning Division
Item Type: Ordinance
Agenda Section: Regular Agenda

Subject:
Consideration of Ordinance #2026-30, approving a Development Code Amendment to Chapter 35, Community Forestry, adding requirements for trees affected by migratory birds and clarifying the City's recommended public tree planting list.

Summary:

Attachments:

Chapter 35 Migratory Bird Development Code Amendment 07.14.26.pdf

Ordinance - Chapter 35 Migratory Birds Development Code Amendment 07.14.26.docx

CHAPTER 35 COMMUNITY FORESTRY DEVELOPMENT CODE AMENDMENT

CITY COUNCIL REPORT

Applicant	Lehi City
Meeting Date	July 14, 2026
Requested Action/Purpose	Approval of amendments to the Lehi City Development Code
Decision Type	Legislative
Date of DRC Review	April 14, 2026
Date of Planning Commission Review	May 28, 2026

REQUIRED ACTION

Planning Commission	Review and recommendation
City Council	Final approval

APPLICABLE DEVELOPMENT CODE REGULATIONS

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

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

REPORT ANALYSIS

Lehi City requests approval of proposed amendments to Chapter 35, Community Forestry. A few minor changes are suggested to the language. The Code refers to the “tree selection guide” which is now called the “public street tree commendation list”. Other similar small changes were made for clarity and do not change the existing intent of the Code.

The main change includes a paragraph referencing Federal and State Laws that protect birds. These are the Migratory Bird Treaty Act and the Bald and Gold Eagle Protection Act. This new paragraph requires a written survey from an environmental consultant before the removal of trees that have migratory bird nests at the expense of the landowner or developer.

The change for the migratory birds came after a recent development removed trees that had a migratory bird nest. This

updated will ensure City compliance with State and Federal regulations and also help protect migratory birds. The reviewing departments had four redline comments for updates to the language and a question about adding a link to the website for more information.

POSSIBLE MOTIONS AND FINDINGS

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

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

PLANNING COMMISSION RECOMMENDATION

The Planning Commission reviewed the proposed Development Code Amendment on May 28, 2026. The minutes and motion from that meeting follow.

3.2) Public hearing and recommendation of Lehi City's request review of amendments to the Lehi City Development Code Chapter 35, Community Forestry, adding requirements for trees affected by migratory birds and clarifying the City's recommended public tree planting list.

Jacob Curtis presented the item. Minor changes to wording have been made, and a paragraph referencing federal and state laws protecting birds was added.

Jessica Smith, the applicant and an urban forester for Lehi City, was present.

Commissioner Eyre opened and closed public comment.

The Commission discussed the particulars of how this would affect development if it were invoked.

> **Motion:** Commissioner Jackson moved to recommend approval with the findings that it is in accordance with the General Plan and the goals of the city. He included all DRC comments. Commissioner Jones seconded.
>
> **Vote:** Commissioner Gehman, yes. Commissioner Jackson, yes. Commissioner Eyre, yes. Commissioner Kunze, yes. Commissioner Roberts, yes.
>
> Motion passed unanimously.

Chapter 35 Urban Forestry Development Code Amendment
DRC Redline Comments

*Lehi City – Requests review of amendments to the Lehi City Development Code **Chapter 35**, Urban Forestry, adding requirements for trees affected by migratory birds and clarifying the City's recommended public tree planting list.*

DRC Members Present: Glade Kirkham, Garion Rowett, Ryan Allred, Shelbey Brewer, Kim Struthers, Gary Smith, Gary Ellis, James Farnsworth, Luke Seegmiller, Brad Wilbur
Assigned Planner: Katie Bussell
Representatives of the Applicant Present: Jessica Smith
Date of Plans Reviewed: 4/6/26
Time Start: 3:35 PM
Time End: 3:40 PM

DRC REDLINE COMMENTS:
Glade – Power: No comments.
Brad – Fiber: No comments.
Garion – Fire: No comments.
Ryan – Water/Sewer: No comments.
James – Parks: No comments.
Gary S. – Building/Inspections: No comments.
Shelbey – Public Works: No comments.
Gary E. – Engineering:
1. Would it be good to put a link to a website where this information can be found?
2. or Engineering Department
3. No public trees shall

Kim – Planning:
4. should be a capital C for City

THIS ITEM WILL BE SCHEDULED FOR PLANNING COMMISSION ON MAY 14TH.

PRECON MEETING REQUIRED? (FULL, TAIILGATE, NONE)

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

CHAPTER 35

COMMUNITY FORESTRY

(Revised 07/14/20; 02/27/24; 06/11/24)

Section 35.010. Purpose
Section 35.020. Definitions
Section 35.030. Applicability
Section 35.040. Coordination between Departments
Section 35.050. Trees Advisory Board
Section 35.060. Annual Plan of Work
Section 35.070. Public Tree Care Specifications and Standards
Section 35.080. Public and Private Tree Guidelines
Section 35.090. Public Tree Care
Section 35.100. Private Property Owner Responsibility
Section 35.110. Street, Sidewalk and Corner Clearance
Section 35.120. Tree Preservation
Section 35.130. Injuring Public Trees
Section 35.140. Appraisal of Trees
Section 35.150. Power Line Clearance Standards
Section 35.160. Resolution of Conflicts Between Trees and Structures
Section 35.170. Replacement of Public Trees
Section 35.180. Hazardous Trees Declared a Public Nuisance
Section 35.190. Abatement or Removal of Trees on Private Property
Section 35.200. Interference with Maintenance and Removal Unlawful
Section 35.210. Penalty for Violation
Section 35.220. Water Efficiency Standards

Section 35.010 Purpose.

The City of Lehi recognizes that trees are a valuable community resource that need to be protected and enhanced through proper management, education, and stewardship. Healthy trees reduce air and noise pollution, provide energy saving shade and cooling, furnish habitat for wildlife, enhance aesthetics and property values, and are an important contributor to community image, pride, and quality of life. This chapter is not intended to resolve or regulate any disputes over trees or any vegetation on private property that do not affect public safety. The provisions of this chapter are enacted to:

A. establish, preserve and maintain the maximum amount of quality tree cover on public and private lands within the boundaries of Lehi City to enhance the City's environmental, economic and social character with mature trees;

B. encourage site and utility planning, building and development practices to prevent indiscriminate removal or destruction of trees and avoid unnecessary disturbance to trees within the City and its area of impact;

C. protect public safety, health and welfare by maintaining public trees in a healthy and non- hazardous condition through appropriate arboricultural practices;

D. provide for the planting, maintenance, and removal of dead, dying or hazardous trees on City lands, and on private lands as needed;

E. inform and educate property owners and City staff of new and existing guidelines for dealing with public trees adjacent to their property, and hazardous trees on private properties;

F. establish and maintain appropriate diversity of tree species and age classes to provide a stable and sustainable community forest;

G. provide for the preservation, marking and maintaining of historic or notable trees through an initial inventory of trees within the City;

H. develop and maintain a ~~tree selection guide;~~ Public Street tree recommendation list for public right of ways

I. develop and maintain an Annual Urban Forestry Plan of Work;

J. protect the City's electric power system and promote public health and safety, and protect, as much as possible, the health and vigor of the trees adjacent to or under power lines within the City while preventing tree-related electric power outages; and

K. implement the goals and objectives of the general plan.

Section 35.020 Definitions.
For the purpose of as used in this Chapter:

A. "Arboricultural Standards and Specifications" shall refer to the standards and specifications in this chap-ter.
B. "Adjacent Property Owner" means any person owning property adjacent to a public right-of-way.
C. "American National Standards Institute" or "A.N.S.I." refers to a current set of nationally established standards for tree care operations and maintenance adopted by the City of Lehi in this chapter.
D. "A.P.P.A." shall refer to the American Public Power Association.
E. "A.A.S.H.T.O" shall refer to The American Association of State Highway and Transportation Officials.
F. "Best Management Practices" or "BMP" shall refer to the ISA series developed for the purposes of interpreting tree care standards and providing guidelines to those working with trees, as adopted by Lehi City.
G. "Community Forest Program" shall mean the program and staff of all departments in Lehi City charged with the care and management of public trees.
H. "Hazardous Tree(s)" shall mean public or private dead or dying trees, dead parts of a live tree, or unstable live trees, either due to structural defects or other factors, that are within striking distance of either people or public property and that have the potential to cause damage, personal injury, or a fatality in the event of a failure.
I. "Heritage Trees" refers to any tree or group of trees so designated by the Utah Division of Forestry, Fire and State Lands in accordance with the criteria given in Utah Code Ann. 65A-8-302. A Heritage Trees Advisory Committee composed of five persons appointed by the division.
J. "International Society of Arboriculture" or "I.S.A." shall refer to the internationally recognized organization for arboriculture whose mission is to foster a greater appreciation for trees and to promote the research, technology, and practice of professional arboriculture.
K. "Invasive Species" shall mean a species of tree, vegetation, or pest that is likely to cause economic or environmental harm to either the environment or human health.
L. "Planter Strip" or "Park Strip" shall mean the area between the curb and the sidewalk.
M. "Private tree" shall refer to trees growing on private property.
N. "Public Right-of-Way" refers to improved or unimproved public property owned by, dedicated to, or deeded to the public or for public use for the purpose of providing vehicular, pedestrian, or other public use. Such public property provides circulation and travel to abutting properties and includes, but is not limited to streets, sidewalks, bike lanes, landscaping, provisions for public utilities, cut and fill slopes, and open public space.
O. "Public Tree" shall mean a tree in any public place or located on Lehi City property, including but not limited to planter strips, and the Public Right-of-Way.
P. "Public Utility" refers to any company, or municipal department, duly authorized to furnish under public regulation, electricity, gas, telephone, internet, transportation, and water or sewer service.
Q. "Tree Advisory Board" refers to a board consisting of the Urban Forester and other City departments that serves and collaborates about citywide matters pertaining to the planting, health, and care of the community urban forest.
R. "Top" or "Topping" shall mean the severe cutting back of limbs to stubs within the tree's crown to such a degree as to remove the normal canopy and disfigure the tree or severely alter the species' genetic structural characteristics.
S. "Tree Litter" refers to any plant material or debris such as leaves, bark, needles, twigs, cones/seeds or

fruit that has fallen to the ground.

T. "Tree City USA" shall mean a designation by the National Arbor Day Foundation recognizing cities that effectively manage their tree resources based on four main standards which include: a tree committee, a community tree ordinance, a community forestry program with an annual budget of at least $2 per capita and an annual Arbor Day observance and proclamation.

U. "Tree Permit" shall refer to a permit obtained from the City to install a new tree within any Public Right- of-Way.

V. "Urban Forester" shall mean the City arborist responsible for the care and management of the urban canopy.

W. "Vegetation" shall include trees, bushes, shrubs, hedges and any other vegetation coming under the provisions of this chapter.

Section 35.030 Applicability.

This chapter applies to all trees and other vegetation in Lehi City located in the Public Right-of-Way, along with private trees or vegetation that are a public nuisance or hazard. In the case of any discrepancy between this chapter and the current Lehi City Municipal Code, Design Standards and Public Improvement Specifications, this chapter shall take precedence.

Section 35.040 Coordination between Departments.

There shall be close coordination between the Parks Department and other city departments when corrective action is needed on public trees. City department heads shall coordinate all projects and programs with the Parks Department to minimize damage to trees and follow all ISA and BMP protocols.

Section 35.050 Trees Advisory Board.

The Trees Advisory Board shall serve as an advisory body to the Parks Department and other city departments in making decisions pertaining to this Chapter. The Tree Advisory Board shall:

A. assist the Parks Department in the development and administration of a community tree management program;

B. review development applications that include elements pertaining to community forestry, and provides recommendations to the Parks Department, Planning Commission and City Council regarding the applications;

C. assist the Parks Department in establishing educational and information programs;

D. in cooperation with the Lehi City Historic Preservation Commission, assist the Urban Forester in marking notable or historic trees for preservation; and

E. assist the Urban Forester in scheduling and planning an annual Arbor Day observance.

Section 35.060 Annual Plan of Work.

A. An annual plan of work shall be prepared by the Urban Forester with communication and guidance from each department involved with the care, planting, maintenance, or removal of trees. The plan shall be updated every year and prepared in such a way that it meets the criteria for Tree City USA designation. The plan may address items such as species diversity, planting needs, Hazardous Trees, insect and disease problems, and a pattern of regular care such as pruning and watering.

B. An updated inventory of Public Trees, work performed, maintenance and future plans shall be kept by the Urban Forester and Parks Department and may be modified by the Urban Forester at any time.

C. The Lehi City ~~Tree Selection Guide~~ Public Street Tree Recommendation lists, the Unacceptable Public Street Tree List, and the Landscape Specifications and Standards shall be reviewed each year and may be modified by the Urban Forester.

Section 35.070 Public Tree Care Specifications and Standards.

A. The Urban Forester shall direct all work being performed on any Public Tree. An ISA certified arborist must be on site when any pruning work is performed of any Public Tree unless otherwise approved by the Urban Forester. Inadequate or improperly trained personnel shall not be utilized for any work on trees beyond their capacity or ability.

1. Warning devices on streets and sidewalks shall be used as required by state and city laws while working on Public Trees or shrubs is being performed.

2. All work on Public Trees shall be performed according to the latest revision of the following national standards and BMP's:
   (a) A.N.S.I. A300 Tree Care Operations – Tree, Shrub and Other Woody Plant Maintenance – Standard Practices;
   (b) Tree Care Operations Standard A.N.S.I. Z-133.1, Pruning, Trimming, Repairing, Maintaining, and Removing Trees, and Cutting Brush – Safety Requirements;
   (c) I.S.A. Tree Pruning Guidelines;
   (d) A.P.P.A. Safety Manual as adopted by the Lehi City Power Department; and
   (e) Lehi City Arboricultural Standards and Specifications.

B. It is unlawful for any person to allow, permit or cause an entire Public or Private tree to be cut down or felled upon, over or across any public street, thoroughfare, sidewalk or alley without first obtaining written permission from Public Works. The Public Works Director may require a bond prior to commencement of work.

C. All stumps of Public Trees shall be removed no less than six inches below the surface of the ground. Any holes remaining in the ground shall be backfilled to the surrounding grade.

D. All debris generated from any tree maintenance operation shall be removed promptly. The work area shall be kept safe until all the cleanup is completed. It shall be the obligation of the homeowner or contractor to clean up any debris including any branches, trunks, chips, tree litter, soil, and gravel, etc. from the work area and to dispose of such debris in such manner that it will not remain on city streets, sidewalks, gutters and storm drains; so that it will not flow into city sewers; or that it will not have to be hauled off by the City.

Section 35.080 Public and Private Tree Guidelines.

A. Public Tree Planting Permit Required. No person shall plant a Public Tree or other vegetation within the Public Right-of-Way without first obtaining a permit from the Parks Department.

1. Permits shall be free of charge.

2. Any Public Tree or vegetation planted contrary to the provisions of this chapter or in violation of a permit may be removed by the City.

3. A permit shall not be required for work performed by the City or its agents during their duties.

B. The Parks Department shall have the authority and it shall be its duty to inspect and approve all proposed Public Tree plantings for residential, commercial subdivisions and developments within the City.

C. The Parks Department shall develop and maintain a ~~Tree Selection Guide~~ Public Street tree recommendation list that includes a list of allowed trees for planting along streets in three size classes based on mature height: small under 25 feet; medium between 25 and 40 feet; large over 40 feet. Tree species shall be selected from the ~~Tree Selection Guide~~ Lehi recommended tree lists and shall be appropriate to their location. Drought tolerant and pest resistant species are encouraged whenever possible and appropriate.

D. The spacing, mature height and canopy spread of Public Trees shall conform to the current Lehi City Design Standards and Public Improvement Specifications. The Parks Department may change the spacing and species requirements to accommodate any utility obstructions or signage.

E. In order to minimize damage to public improvements, all trees shall be centered in the park strip.

F. Private Trees that abut any public sidewalk shall not be planted within 4' of a public sidewalk or public trail.

G. Private Trees shall follow any NESC Encroachment Standards and not be planted within 8' of a power substation wall.

H. No trees, ~~shrub~~shrubs or vegetation that matures over 24" shall be planted within the clear view area at street intersections, nor shall a tree canopy extend within the clear view area~~, as defined in Chapter 12.070~~
~~D.~~ The clear view measurement area may increase or be adjusted by the Traffic Engineer to meet A.A.S.H.T.O specifications ~~the A.A.S.H.T.O. specifications~~.

I. No Public Tree or shrub shall be planted within 10' feet of any fire hydrant, or a power transformer.

J. No public Tree shall be planted within 5' of a driveway.

K. No Public Tree or shrub shall be planted within 5' of a water or pressurized water meter.

L. No Public Tree shall be planted within 35' of a street warning sign.

M. No Public Tree shall be planted in park strips less than seven feet wide. The Parks Department may approve Public Trees in planter strips less than seven feet wide.

N. It shall be unlawful to plant any Public Tree on the current Unacceptable Public Tree List. Any person who plants a prohibited tree shall be required to remove it.

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Section 35.090 Public Tree Care.

A. The City shall have the right to plant, prune, spray, maintain, and remove trees and vegetation within the Public Right-of-Way as may be necessary to ensure public safety or to preserve or enhance the symmetry and beauty of such public areas.

B. Following consultation and recommendation by the Urban Forester, City employees may be authorized to maintain, remove, or cause to be removed any Public Tree, vegetation, or part thereof, including roots, which is in an unsafe condition or which by reason of its nature is, or may become injurious to public utilities or other public improvements, is an invasive species or is infected with any injurious fungus, insect, or other pest. The City shall also have the authority to remove any Public Tree or other vegetation that has been planted in violation of this Code or any other ordinance of the City. The removal or cutting down of any Public Tree shall not be allowed without a city employee first obtaining written permission from the Urban Forester or designee. Written notice shall also be given to the affected adjacent property owner prior to commencement of work.

Section 35.100 Private Property Owner Responsibility.
Any owner of private property abutting a City planter strip in which Public Trees or other vegetation are located shall have the following responsibilities for the protection and maintenance of the park strip, Public Trees, other landscaping, and sidewalks unless maintained by Lehi City:

A. Obtain a permit and follow current planting restrictions before installing any new Public Tree, water-wise landscape, or a re-landscape of any park strip;

B. Water, fertilize, and prune Public Trees when necessary to maintain clearance of limbs, good structure, health, and vigor in accordance with Lehi Development Code Sections 35.070 and 35.110;

C. Protect Public Trees against damage caused by lawn mowers, weed trimmers, snow blowers, and similar equipment or attachment of any item such as signs, nails, wires, ropes, chains etc. by maintaining a ring around the tree free from grass, weeds, or other vegetation;

D. Maintain the Public Right-of-Way and park strips in a neat, clean, orderly, and healthy condition;

E. Maintain all vegetation from obstructing pedestrian traffic on a public sidewalk, alleyway, or trail;

F. Cleanup and remove fallen leaves or other debris so that these do not impede storm drain systems.

Section 35.110 Street, Sidewalk, and Corner Clearance.
The property owner abutting the Public Right-of-Way is required to prune or remove any tree or shrub when it interferes with the pedestrian use of a sidewalk, visibility of any traffic control device, traffic sign or the clear view area ~~at intersections~~of oncoming traffic in accordance with A.A.S.H.T.O. and the following provisions:

A. Any tree or shrub planted within a clear view triangle shall be planted and maintained in accordance with the Lehi Development code.

B. Every adjacent property owner of any tree overhanging any Public Right-of-Way within the city shall prune the branches so that such branches do not obstruct the light from any streetlamp, the view of any street intersection, or the ability of pedestrians to use the sidewalk.

C. There shall be no tree planted within 35' of an oncoming traffic regulatory or warning sign. Vegetation, trees, shrubbery, and other materials shall not obscure the face of the sign or object marker.

D. A clear space free of any vegetation or obstructions shall be maintained 15 feet above the street surface and 8 feet above the sidewalk surface.

E. Property owners abutting a Public Right-of-Way shall remove any Private Trees or tree limbs that have fallen upon a Public Right-of-Way.

F. Property owners abutting a Public Right-of-Way shall remove all dead trees, broken or decayed limbs that constitute a danger to the safety of the public within five days of notification of the obstruction.

G. Failure of a property owner abutting a Public Right-of-Way to remedy any of the requirements found in this section may be assessed with the cost of remedying the issue.

H. Violation of this Section may be prosecuted as a Class C Misdemeanor.

Section 35.120 Tree Preservation.

A. Protection near Construction Activities. Any Public Tree in the immediate vicinity of any construction activity site which in the Urban Forester's opinion has any potential for injury or damage, shall be protected according to Arboricultural Standards and Specifications. Public Trees shall be guarded with a substantial fence, frame, or box. Such protective structure shall be not less than four feet high and eight feet square, or at a distance in feet from the tree equal to two times the diameter of the tree trunk in inches measured 4½ feet above ground, whichever is the greater distance from the tree. All building materials, vehicles, extra dirt, or other debris shall be kept outside the barrier. Tree protection shall be coordinated with the Parks Department both pre-and post-construction to mitigate damage to the tree and danger to the public. It shall be unlawful to engage in any construction work without first taking the steps to protect the tree(s) and any injury or death to the tree may result in reimbursement to the City. The value of the tree shall be pre-determined by the Urban Forester and made known to the contractor

before construction begins in accordance with Chapter 35.140.

B. State of Utah Heritage Trees. Heritage trees are governed by the State of Utah and designated by the Utah Division of Forestry, Fire and State Lands and the Utah Community Forest Council. Lehi City encourages the protection of accepted and recognized Heritage Trees according to Utah Code 65A-8-301 et seq.

~~B.~~C. Migratory Birds. Under Federal and Utah state laws it shall be unlawful to destroy, disturb or harass any active nests under the Migratory Bird Treaty Act, or the Bald and Golden Eagle Protection Act. Any development, or tree work where migratory birds had nests or are nesting shall have a written survey from an environmental consultant at the developer's or owners' expense before any removal of trees. The city of Lehi shall have the right to pause any tree removal activities if the survey is not provided or it is apparent that active nesting is observed.

Section 35.130 Injuring Public Trees.

A. Abuse or Mutilation of Trees. It shall be unlawful for any person to:

1. damage or kill any Public Tree unless authorized by the City as part of an approved tree care or tree maintenance project;

2. attach any rope, hammock, straps, wire, nails, advertising poster, or other contrivance to any Public Tree;

3. allow or to place in or upon any Public Right-of-Way any gaseous, liquid, or solid substance which is harmful and damaging to the soil or vegetation and may come in contact with any Public Tree or vegetation.

4. negligently, intentionally or maliciously injure or destroy any vegetation in any Public Right-of-Way, except as authorized by the Parks Department.

B. City Property – Placing Materials Thereon. No person shall deposit, place, store, or maintain upon any Public Right-of-Way any material which may prevent the passage of water, air, or nutrients to the roots of any Public Tree growing therein, other than decorative rock gardens or other planned and approved landscaping materials. No unsightly materials shall be placed, stored, or kept on the Public Right-of-Way.

C. Tree Topping. Topping of any Public Tree shall be prohibited. Public Trees severely damaged by storms or other causes or certain trees under utility wires or other obstructions where other pruning practices are impractical may be exempted from this section of the Chapter through a determination of the Urban Forester.

D. Replacement – Compensation. In the event any person removes, destroys, or damages any Public Tree except as otherwise required by Lehi Development Code Sections 35.089, 35.100 or 35.110, that person shall be required to replace such tree with a tree of equivalent dollar value unless otherwise determined by the Urban Forester. If no suitable location exists in the vicinity of the tree removed or if the replacement tree is of lesser value, the person causing the tree to be removed shall make a compensatory payment to the City equal to the difference in value between the tree removed and any replacement tree.

E. Devaluation. Any Public Tree that is determined by the Urban Forester to be damaged, but not sufficiently damaged to justify removal, shall be considered to be devalued. The amount of devaluation as determined by the Urban Forester in accordance with Lehi Development Code Section 35.140 and shall be paid to the City by the person causing the damage.

Section 35.140 Appraisal of Trees.

Anyone who causes damage or destruction to a Public Tree in violation of this Chapter shall compensate the City for such damages. The damages shall be determined by the City using the methodology of the I.S.A. and Council of Landscape Appraisers at full appraised value. The city attorney, or designee, may take whatever action is

ORDINANCE NO: 2026 - __

AN ORDINANCE AMENDING THE LEHI CITY DEVELOPMENT CODE CHAPTER 35, MIGRATORY BIRDS AND TREES

WHEREAS, it has become necessary to amend Chapter 35 of the Lehi City Development Code; and

WHEREAS, this amendment seeks to protect trees used by migratory birds in accordance with State and Federal laws; and

WHEREAS, following a public hearing on May 28, 2026, the Lehi City Planning Commission reviewed the proposed revisions and forwarded a positive recommendation to the City Council; and

WHEREAS, on July 14, 2026, the City Council held a duly noticed meeting to receive public comment and ascertain the facts regarding this matter, which facts and comments are found in the hearing record and which include the staff report, minutes from the Planning Commission meeting of May 28, 2026, and the positive recommendation of the Planning Commission; and,

WHEREAS, after considering the facts and comments presented to the Municipal Council, the Council finds: Chapter 35 of the Lehi City Development Code should be amended; and such action furthers the health, safety, and welfare of the citizens of Lehi.

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

PART I:

Chapter 35 of the Lehi City Development Code is hereby amended.

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

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

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

Approved and Adopted by the City Council of Lehi City this 14th day of July 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

Agenda Item No: 5.7

City Council Agenda Item Report

Meeting Date: July 14, 2026
Submitted By: Brittney Harris
Submitting Department: Planning Division
Item Type: Ordinance
Agenda Section: Regular Agenda

Subject:
Consideration of Ordinance #2026-31, approving a Development Code Amendment to Chapter 26, Accessory Uses, of the Development Code updating the requirements for Detached Accessory Dwelling Units (DADUs) to meet 2026 State Legislation.

Summary:

Attachments:

Chapter 26 DADU Development Code Amendment 07.14.26.pdf

Ordinance - Chapter 26 DADU State Requirement Development Code Amendment 07.14.26.docx

CHAPTER 26 DETACHED ACCESSORY DWELLING UNITS DEVELOPMENT CODE AMENDMENT

CITY COUNCIL REPORT

Applicant	Lehi City
Meeting Date	July 14, 2026
Requested Action/Purpose	Approval of an amendment to the Lehi City Development Code
Decision Type	Legislative
Date of DRC Review	May 6, 2026
Date of Planning Commission Review	May 28, 2026

REQUIRED ACTION

Planning Commission	Review and recommendation
City Council	Final approval

APPLICABLE DEVELOPMENT CODE REGULATIONS

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

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

STATE CODE REQUIREMENTS

Section 10-21-304

(1) (a) A specified municipality shall adopt a land use regulation that permits a detached accessory dwelling unit on lot or parcel that is 11,000 square feet or larger and contains a single-family dwelling, if the single-family dwel is a permitted use on the lot or parcel.

(b) This section does not prohibit a municipality from adopting a land use regulation that permits a detached acces dwelling unit on a lot or parcel that is smaller than 11,000 square feet.

(2) A land use regulation described in Subsection (1) shall:

(a) require that a detached accessory dwelling unit comply with all applicable building, health, and fire codes; a

(b) include a process for the owner of a legally constructed accessory structure to convert the accessory structu a detached accessory dwelling unit subject to applicable:

(i) dwelling and accessory structure setback requirements; and

(ii) building, health, and fire codes.

(3) A land use regulation described in Subsection (1) may not:

(a) require a conditional use permit for a detached accessory dwelling unit if the proposed detached acces dwelling unit is located in a primarily residential zone;

(b) require more than two on-site parking spaces assigned to a detached accessory dwelling unit that is 650 sq feet or larger;

(c) require more than one on-site parking space assigned to a detached accessory dwelling unit that is smaller 650 square feet; or

(d) include design standards for a detached accessory dwelling unit that conflict with Section 10-20-618.

(4) A land use regulation described in Subsection (1) may:

(a) require a detached accessory dwelling unit to:

(i) conform to applicable land use regulations that regulate structure size, dimension, height, and maximun coverage;

(ii) conform to setback requirements, that may take into account proximity to property lines and other structu easements, window orientation, massing, or other elements; and

(iii) be designed consistent with the design of the single-family dwelling;

(b) prohibit a detached accessory dwelling unit from being:

(i) larger in size than the single-family dwelling located on the same lot or parcel;

(ii) located within a public utility easement or other recorded easement;

(iii) located in a front-yard area of a lot or parcel; or

(iv) rented for less than 90 consecutive days;

(c) require that the owner of a lot or parcel where a detached accessory dwelling unit is located reside in the deta single-family dwelling or detached accessory dwelling unit located on the lot or parcel;

(d) require that when a detached garage is converted to a detached accessory dwelling unit, any parking sp required for the single-family dwelling that were located within the detached garage are replaced on-site;

(e) prohibit more than one accessory dwelling unit on a lot or parcel; and

(f) prohibit a detached accessory dwelling unit if:

(i) the detached accessory dwelling unit will not have adequate access to a required utility service that is a pr improvement, including sanitary sewer, culinary water, electrical, or storm water; or

(ii) a utility service that is a system improvement, including sanitary sewer, culinary water, electrical, or st water, to which the detached accessory dwelling unit is required to connect does not have sufficient capa to support the addition of the detached accessory dwelling unit to the utility service system improvemen

(5) This section does not supersede:

(a) a land use regulation that regulates a detached accessory building that is not a detached accessory dwelling u

(b) prohibitions or restrictions on detached accessory dwelling units in a development agreement signed b municipality on or before May 6, 2026; or

(c) a land use regulation or administrative action that:

(i) is not prohibited by law; and

(ii) relates to a detached accessory dwelling unit.

REPORT ANALYSIS

Lehi City requests approval of a proposed amendment to Chapter 26 Accessory Uses. The proposed amendment

updates the requirements for Detached Accessory Dwelling Units to comply with the new State Law. Listed below are the changes required by the State Code, clean-up changes that were included, and comments by the Reviewing Departments.

State Required Changes
The State now requires cities to allow Detached Accessory Dwelling Units (DADUs) on any parcel that is 11,000 square feet or larger. Lehi City previously required at least 14,520 square feet.

The new requirements also do not allow a city to require a conditional use permit for a DADU. Lehi City already allowed new build DADUs as of right but did require a conditional use permit for conversion of existing buildings to add an accessory dwelling.

Previously we required two off-street parking stalls for all DADUs. The new requirement limits the off-street parking requirement to one space for units 650 square feet or smaller but still allows two parking stalls for units larger than 650 square feet. Almost all the applications for DADUs in Lehi City have exceeded the 650 square foot size, so this change will have minimal impact.

The new legislation also changed the size requirement for the DADU structure. Previously Lehi City had a limit of 1300 square feet for the dwelling portion of the accessory structure, the new requirement only allows a city to restrict the size to be smaller than the single-family home on the lot.

The State allows the city to regulate owner occupancy, the setbacks, height, and to have a consistent design as the single-family dwelling. Our current regulations require these aspects. The State will also allow the city to require rentals for no less than 90 consecutive days. Lehi City currently does not require that, because we will allow a Short-Term Rental to operate from an approved DADU.

City Changes
Planning Staff added some additional changes for clarity. Paragraph (f) includes language about only having one ADU at a time. Language was added that you can move from an internal to external accessory dwelling unit by submitting a new application.

All of the setbacks we had remained the same. However, we never had a stated setback from the primary home. We added that a 6-foot setback is required from the home.

Reviewing Department Comments
One comment was grammar related and already taken care of. The Fire Marshall suggested we add an addressing system for internal ADUs. We currently require the DADUs to address with a ½ after the primary dwelling number. For an internal ADU we could require an A and B or some other system. We cannot officially add an address because addresses are assigned by parcel. However, requiring a similar addressing system helps emergency responders know if they are going to a basement, separate structure or the primary home. The Planning Commission may want to include in their motion an addressing system for internal accessory dwelling units.

POSSIBLE MOTIONS AND FINDINGS

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

1. The proposed Development Code amendment will bring the City Code into compliance with State Legislation.
2. The proposed Development Code amendment adds clarity to the setbacks from the primary home.

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

PLANNING COMMISSION RECOMMENDATION

The Planning Commission reviewed the proposed Development Code Amendment on May 28, 2026. The minutes and motion from that meeting follow.

3.3) Public hearing and recommendation of Lehi City's request for review of an amendment to Chapter 26 of the Development Code, Accessory Uses updating the requirements for Detached Accessory Dwelling Units (DADUs) to meet 2026 State Legislation.

Jacob Curtis presented the item. This update brings City Code into compliance with State Code.

Commissioner Eyre opened public comment.

Polo Su'a-Filo spoke. He is against the small lot size but understands that the purpose is to comply with State Code.

Marshall Gary spoke. He appreciates that this makes it easier to create DADUs, even though he is not in favor of the State forcing cities to change code. He asked the Commission if the city was in favor of DADUs or against them. He shared some recommendations from his reading list that inform his opinions on this. He discussed incremental development, and provided a link to the Strong Towns website that offers resources to homeowners hoping to do incremental development on their properties (Exhibit A). He noted his confusion over the requirements for on-street vs. off-street parking.

Commissioner Eyre closed public comment.

City staff discussed the changes made, and sizing and setback issues that can arise from creating DADUs in small lots.

The Commission discussed the need to represent all citizens, who have varying opinions of DADUs. They then discussed the requirements for ADUs, including contents and height setbacks.

> **Motion:** Commissioner Roberts moved to give a positive recommendation to the Lehi City Council with the findings that it will bring the city into compliance with State Code, that it will add clarity to the requirements for ADUs, and that it conforms to the general intent and purposes of the General Plan. He included all DRC comments. Commissioner Kunze seconded.
>
> Commissioner Eyre asked for the formatting to be revisited.
>
> **Amended Motion:** Commissioner Roberts moved to give a positive recommendation to the Lehi City Council with the findings that it will bring the city into compliance with State Code, that it will add clarity to the requirements for ADUs, and that it conforms to the general intent and purposes of the General Plan. He included all DRC comments. He requested that staff make formatting readjustments to help clarify the text. Commissioner Kunze seconded.
>
> **Vote:** Commissioner Gehman, yes. Commissioner Jackson, yes. Commissioner Eyre, yes. Commissioner Kunze, yes. Commissioner Roberts, yes.
>
> Motion passed unanimously.

Chapter 26 DADU DCA
DRC Redline Comments

Lehi City- requests review of the Chapter 26 DADU Development Code Amendment updating the requirements to meet new State law.

DRC Members Present: Glade Kirkham, Garion Rowett, Ryan Allred, Shelbey Brewer, Kim Struthers, Gary Smith, Gary Ellis, James Farnsworth, Luke Seegmiller, Brad Wilbur
Assigned Planner: Brittney Harris
Representatives of the Applicant Present:
Date of Plans Reviewed:
Time Start:
Time End:

DRC REDLINE COMMENTS:
Glade – Power: No comments
Brad – Fiber: No comments
Garion – Fire:
1. Consider an addressing system to indicate an internal ADU

Ryan – Water/Sewer: No comments
James – Parks: No comments
Gary S. – Building/Inspections: No comments
Shelbey – Public Works: No comments
Gary E. – Engineering: No comments
Luke – Traffic: No comments
Kim – Planning:
2. Could we just make this one sentence?

THIS ITEM WILL BE SCHEDULED FOR PLANNING COMMISSION ON MAY 28th

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.

C. Parking. ADUs shall provide one off-street parking stall. The parking stall shall be separate from, and not in tandem with the required parking for the primary dwelling. The minimum stall size is 9x20 feet. A lighted walkway must connect from the parking area to the entrance of the ADU. Parking areas shall be constructed of appropriate material as set forth in Section 37.060(B)(4).

D. Zoning. ADUs shall only be allowed in single-family detached residential homes. ADUs shall not be allowed in any areas identified on the ADU Restricted Area Map.

E. Lot Size. The lot for a single-family home with an ADU shall be a minimum of 6,000 square feet in size.

F. Connection Between Units. There must be a physical connection (such as a locking door) between the primary dwelling and the ADU. The connection must be such that if the ADU was discontinued, the ADU living space could be accessed and used as part of the primary dwelling.

G. Building Division Approval. In addition to the approval required from the Planning Division, all ADUs shall be required to obtain a building permit from the Building Division and shall conform to all applicable standards in the City's adopted building codes. The applicant shall obtain all necessary building permits and pay all applicable fees, including impact fees, prior to constructing the ADU.

H. Both an Accessory Dwelling Unit and a Short-Term Rental permit may be obtained; however, only one of these uses may be active at a time. Only one accessory dwelling unit shall be in service at any given time per single-family dwelling lot.

Section 26.040. Detached Accessory Dwelling Units. *(Amended 07/27/21; 01/11/22; 10/10/23, 06/11/24; 08/26/25)*

1. All accessory buildings with an accessory dwelling unit require:
   (a) A minimum 11,000~~14,520~~ square foot lot size.
   ~~(b) Not located on slopes over 20 percent and not located in any other environmentally sensitive area.~~
      ~~(i) A grading plan is required if proposed on a slope between 10 and 20 percent (see Chapter 12B).~~
   (b) The maximum finished living area of the dwelling unit shall be less than the square footage of the primary home. ~~not exceed 1300 square feet.~~
   (c) Located to the side or behind the primary dwelling unit on the lot.
   ~~(c)~~(d) Located at least 6 feet away from the primary dwelling.
   ~~(d)~~(e) Must be on a permanent foundation.
   ~~(e)~~(f) Only one accessory dwelling unit is allowed per lot, meaning an ADU cannot be approved in the main structure and in a detached building. An owner may switch from an internal to an external accessory dwelling unit by submitting a new application and meeting all of the requirements
   ~~(f)~~(g) All lighting shall comply with Section 12.110.
   ~~(g)~~(h) A separate address (assigned by the City) is required to be displayed in a size and location that is clearly visible from the street.
      (i) The address will be the primary home address with a ½ at the end signifying to emergency services that it is in a detached dwelling unit.
   ~~(h)~~(i) All utility services shall be connected to the primary dwelling.
   ~~(i)~~(j) Adequate all-weather access shall be provided for emergency service vehicles and utilities. Minimum width of 12 feet required.
   ~~(j)~~(k) The accessory dwelling unit if greater than 650 square feet in size shall include a minimum of two off-street parking stalls. If the accessory dwelling unit is less than 650 square feet in size only one off-street parking stall shall be required. Parking for the accessory unit shall be in addition to the parking required for the primary dwelling. Each parking stall shall be a minimum of 9 feet by 20 feet in size.
   ~~(k)~~(l) The accessory dwelling must meet all other requirements of Section 26.030 for Accessory Dwelling Units.

2. New build construction or conversion of an accessory building permitted after December 31, 2020 into an ADU will be a permitted use if it meets the following requirements:
   (a) Can be within five feet of either the side or rear property line if the wall within five feet has either no windows or two small

opaque windows each no greater than two square feet in size. If the walls have windows larger than two square feet in size, a minimum setback of 10 feet is required for a one-story (maximum 20-foot height) structure. Any two-story structure (or that exceeds 20 feet in height) must meet the setbacks for a primary dwelling in the zone.
(b) The height of the accessory building shall be no greater than the primary structure to a maximum of 35 feet.
(c) The dwelling portion of the accessory building must be at least 300 square feet in area.
(d) Review of a new build ADU or conversion of an accessory building permitted after December 31, 2020 into an ADU will be done by the Reviewing Departments to determine adequate access, utilities, address location, and other design features.

3. Conversion of an existing accessory building (permitted prior to January 1, 2021) into an ADU ~~requires a Conditional Use Permit.~~must meet the following requirements:
(a) The dwelling portion of the accessory building must be at least 300 square feet and does not require a garage.
(b) The dwelling portion of the building must have a minimum setback of 5 feet from the property line ~~.~~and 6 feet from the primary dwelling.
(c) If the building is built within the required setback for the zone no windows can be on the side(s) of the structure within the required setback.
(d) ~~The conditional use approval will include~~ Rreview by the Reviewing Departments to determine adequate access, utilities, address location, and other design features.

Section 26.050. Location of Accessory Buildings. *(Amended 10/25/05; 7/10/07; 05/08/18; 10/08/24)*

A. Accessory buildings and structures shall not be located within any required utility easement(s).

B. Accessory buildings and structures shall not be located closer than 12 feet to a dwelling on an adjacent lot or property.

C. All required setbacks include any eave, overhang, or projection.

D. Detached accessory dwelling units shall comply with the location standards in Section 26.040.

E. All accessory buildings and structures are prohibited in any required front yard area.

F. The location of all accessory buildings and structures in side yards shall be as follows:

1. Agriculture, Residential, Mixed Use and Planned Community Districts.
(a) Accessory buildings and structures shall maintain the side yard required for the principal building as identified in Table 05-040A except for the following:
(i) Accessory buildings and structures with a total height of less than sixteen (16) feet that are located either at least six (6) feet to the rear of the principal building or have a minimum 10-foot side-yard setback from the principal building can have a minimum side yard of two (2) feet. This also applies to accessory buildings and structures with an area of six hundred (600) square feet or less, or light-frame construction, with an eave height of ten (10) feet or less.
(ii) Accessory buildings and structures with a total height of sixteen (16) feet to twenty-four (24) feet that are located either at least six (6) feet to the rear of the principal building or have a minimum 10-foot side-yard setback from the principal building can have a minimum side yard of five (5) feet.
(iii) Accessory buildings and structures with a total height greater than twenty-four (24) feet that are located either at least six (6) feet to the rear of the principal building or have a minimum 10-foot side-yard setback from the principal building can have a minimum side yard of eight (8) feet.

2. Other Districts.
(a) Accessory buildings and structures may be built to the side lot line in the Commercial (C), Technology and Manufacturing (T-M), Business Park (BP), Light Industrial (LI),

LEHI CITY

ORDINANCE NO: 2026 - __

AN ORDINANCE AMENDING THE LEHI CITY DEVELOPMENT CODE CHAPTER 26 DETACHED ACCESSORY DWELLING UNITS

WHEREAS, it has become necessary to amend Chapter 26 of the Lehi City Development Code; and

WHEREAS, this amendment seeks to update detached accessory dwelling unit requirements to conform to State Code requirements; and

WHEREAS, following a public hearing on May 28, 2026, the Lehi City Planning Commission reviewed the proposed revisions and forwarded a positive recommendation to the City Council; and

WHEREAS, on July 14, 2026, the City Council held a duly noticed meeting to receive public comment and ascertain the facts regarding this matter, which facts and comments are found in the hearing record and which include the staff report, minutes from the Planning Commission meeting of May 28, 2026, and the positive recommendation of the Planning Commission; and,

WHEREAS, after considering the facts and comments presented to the Municipal Council, the Council finds: Chapter 26 of the Lehi City Development Code should be amended; and such action furthers the health, safety, and welfare of the citizens of Lehi.

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

PART I:

Chapter 26 of the Lehi City Development Code is hereby amended.

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

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

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

Approved and Adopted by the City Council of Lehi City this 14th day of July 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

Agenda Item No: 5.8

City Council Agenda Item Report

Meeting Date: July 14, 2026
Submitted By: Brittney Harris
Submitting Department: Planning Division
Item Type: Ordinance
Agenda Section: Regular Agenda

Subject:
Consideration of Ordinance #2026-32 approving a Development Code Amendment to both Table 05.030-B and Section 12.130, updating the regulations for Automobile Sales businesses.

Summary:

Attachments:

Chapter 12 and Table 05.030B Auto Sales Development Code Amendment 07.14.26.pdf

Ordinance - Chpater 12 and Table 05.030B Auto Sales Development Code Amendment 07.14.26.docx

CHAPTER 12 & TABLE 05.030 B AUTOMOBILE SALES DEVELOPMENT CODE AMENDMENT

CITY COUNCIL REPORT

Applicant	Lehi City
Meeting Date	July 14, 2026
Requested Action/Purpose	Approval of proposed amendments to the Lehi City Development Code
Decision Type	Legislative
Date of DRC Review	May 27, 2026
Date of Planning Commission Review	June 11, 2026

REQUIRED ACTION

Planning Commission	Review and recommendation
City Council	Final approval

APPLICABLE DEVELOPMENT CODE REGULATIONS

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

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

REPORT ANALYSIS

The Automobile Sales and Rental provisions in Section 12.130(J) were originally created to establish minimum operational and parking standards for vehicle sales lots. At the direction of City Council, Staff has prepared these proposed amendments to address their desired policy direction.

The proposed amendments update the standards to simplify administration, provide greater flexibility for site design, and eliminate redundant or overly detailed operational requirements while maintaining key public safety and site design protections. The proposed amendments include the following substantive changes:

1. Removal of Prescriptive Inventory Stall Standards. The revised language instead focuses on ensuring adequate parking for displayed inventory; adequate circulation; and minimum 24-foot drive aisles sufficient for emergency access. This approach provides greater flexibility during site plan review while still maintaining safe access and functional site circulation.

2. Removal Customer Parking Ratio. This was removed because we already have parking requirements identified in another section of the Code (Chapter 37).

3. Clarification of Office Requirement. The amendment revises the office requirement language for clarity and readability. The revised code continues to require an on-site office devoted to conducting business transactions for automobile sales and rental businesses. This provision ensures that vehicle sales operations maintain an established on-site business presence rather than functioning solely as outdoor inventory lots.

4. Minor Clarifications to Display Area Standards. The proposed amendment maintains the requirement that display areas be paved with asphalt, concrete, or pavers unless otherwise approved by the Reviewing Departments. The amendment also retains the prohibition on parking vehicles within required landscaping or buffer areas while simplifying wording for readability and administration.

5. Simplification of Lighting Standards. The current code contains detailed language requiring lighting to be shielded and directed away from adjacent properties and streets. The proposed amendment replaces this language with a direct reference requiring compliance with Section 12.110 of the Development Code, which already comprehensively regulates lighting standards citywide. Staff believes this amendment removes redundant language while maintaining all existing lighting protections and requirements.

6. Amending Table 05.030 B to remove the current 1 acre requirement for Auto Sales businesses, and adding the use to the Commercial Zone.

POSSIBLE MOTIONS AND FINDINGS

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

1. The proposed Development Code amendments:
    a. Simplify and modernize the Development Code;
    b. Remove unnecessary and overly prescriptive operational standards;
    c. Maintain adequate public safety and site design protections;
    d. Improve flexibility for varying automobile sales business types;
2. The proposed Development Code amendment is/is not in conformance with the purposes, intent, and provisions of the General Plan and its various elements.
3. Additional findings based upon information presented during the public hearing.

PLANNING COMMISSION RECOMMENDATION

The Planning Commission reviewed the proposed Development Code Amendment on June 11, 2026. The minutes and motion from that meeting follow.

3.6) Public hearing and recommendation of Lehi City's request for review of a Development Code Amendment to both Table 05.030-B and Section 12.130, updating the regulations for Automobile Sales businesses.

The Commission discussed the purpose behind the passages being updated.

Commissioner Eyre opened public comment.

John Petersen is generally in favor of the item.

Commissioner Eyre closed public comment.

Motion: Commissioner Kunze moved to recommend approval to the Lehi City Council with the findings that the proposed Development Code amendments simplify and modernize the Development Code, that they remove unnecessary and overly prescriptive operational standards, that they maintain adequate public safety and site design protections, that they improve flexibility for varying automobile sales business types, and that the proposed Development Code amendment is in conformance with the purposes, intent, and provisions of the General Plan and its various elements. She included all DRC comments. Commissioner Eyre seconded.

Vote: Commissioner Jones, yes. Commissioner Jackson, yes. Commissioner Eyre, yes. Commissioner Kunze, yes. Commissioner Roberts, yes.

Motion passed unanimously.

Automobile Sales Businesses DCA
DRC Redline Comments

Lehi City – Requests review of amendments to the Lehi City Development Code Table 05.030-B and Section 12.130, updating the regulations for Automobile Sales businesses.

DRC Members Present: Glade Kirkham, Garion Rowett, Ryan Allred, Shelbey Brewer, Kim Struthers, Gary Smith, Gary Ellis, James Farnsworth, Luke Seegmiller, Brad Wilbur
Assigned Planner: Kim Struthers
Representatives of the Applicant Present: N/A
Date of Plans Reviewed: 5/15/26
Time Start: 3:10 PM
Time End:

DRC REDLINE COMMENTS:
Glade – Power: No comments.
Brad – Fiber: No comments.
Garion – Fire: No comments.
Ryan – Water/Sewer: No comments.
James – Parks:
1. Or sidewalks.
2. We should keep a section specifically mentioning that automobile sales are not exempt from tree requirements for their site, parking lot, or frontages.

Gary S. – Building/Inspections: No comments.
Shelbey – Public Works: No comments.
Gary E. – Engineering:
3. A permanent structure...

Matt – Traffic: No comments.
Kim – Planning: No comments.

THIS ITEM WILL BE SCHEDULED FOR PLANNING COMMISSION ON JUNE 11TH.

PRECON MEETING REQUIRED? (FULL, TAIILGATE, NONE)

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

J. Automobile Sales and Rental.

1. All properties used for motor vehicle or trailer sales, display, or rental shall provide adequate parking for the number of vehicles being displayed. Drive aisles shall be a minimum of 24 feet in width and allow for adequate emergency access.

~~1. This includes standard 24-foot wide drive aisles; inventory stalls a minimum of 8 feet wide and 18 feet deep in size for typical auto sales. Inventory stall size shall be large enough for the inventory to completely fit between the stall with a minimum of two feet between inventory, including trailers, boats, and RVs. The maximum number of vehicles for sale shall be identified as a part of the approval process, and shall be determined on a site specific, case-by-case basis.~~

2. ~~Customer and employee parking shall be provided at a ratio of one space for every seven inventory vehicles or a minimum of two spaces, whichever is greater.~~ Customer and employee parking shall be clearly designated and ~~visibly~~ posted.

3. An on-site office space devoted to conducting ~~perform~~ business transactions ~~in conjunction with the business~~ is required on site for all ~~types of~~ automobile~~vehicle~~ sales and rental businesses.

4. All display areas shall be paved with asphalt, concrete, or pavers, ~~or~~unless ~~as~~ otherwise approved by the Reviewing Departments. Vehicles ~~for sale~~ shall not be parked over required landscaping or buffer areas.

5. ~~Light shall be properly shielded and designed, located, and arranged to reflect the light away from any street or adjacent properties.~~ All lighting shall ~~conform~~ comply with ~~the lighting standards from~~ Section 12.110 of this Code.

~~6. A minimum 10-foot landscaped setback shall be required between all public streets and display areas. This landscape area shall include street trees as per City street tree standards.~~This landscape area shall include street trees as per City street tree standards.

~~6. For properties one acre or larger in size, the automobile sales and rental use, including the inventory and office space, shall occupy at minimum one-acre of the property. Allowed uses within the applicable zone, including other automobile-related uses, may be located on the same property, but will not count towards the one-acre minimum for the automobile sales and rental use.~~

~~7.~~

K. Hobby Garages.

1. Windows and Doors. In addition to the requirements of the Design Standards in Chapter 37 of this Code, all buildings facing public streets and public trails will include windows and doors.

2. Restrictions. Private garage units shall not be used for manufacturing, retail or wholesale selling, office functions, or human or animal habitation. Private garage units shall not permit storage of any hazardous or flammable materials unless in containers approved by the International Fire Code (IFC), hazardous waste, or any material which creates noxious dust, odor, or fumes.

3. Personal Use. An owner of a unit may use such unit for a personal use that is not considered a residential, business or retail use.

4. Residential Use Not Allowed. No portion of any private garage development shall be used for residential purposes and no owner may sleep overnight in or on their unit. A unit may include bathroom facilities provided that no unit may include or contain more than one toilet. Kitchen-type appliances will be allowed, provided all appliances are limited to a 120-volt, single pole, GFCI receptacle.

5. Parking. The term "vehicles", as used in this section shall include, without limitation, automobiles, trucks, watercraft, trailers, motorcycles, ATVs, campers, vans, airplanes, recreational vehicles and machines similar to the foregoing. No vehicle may be left upon any portion of the project except in a garage, driveway, parking pad or other area designated; however, guests and invitees of owners may park vehicles in the aisles as long as it does not impede the flow of traffic or block driveways for up to five (5) hours at a time. Commercial vehicles, recreational vehicles, mobile homes, trailers, campers, boats or other watercraft, or other oversized vehicles, stored vehicles and unlicensed vehicles or inoperable vehicles shall not be parked within the project other than in an enclosed unit. This section shall not apply to emergency vehicle repairs. No additional off-site parking spaces are required.

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Commented [KS1]: Get rid of parking requirement other than for employees. Also amend our parking table.

Commented [KS2]: Give some time to install hard surface? Must handle drainage.

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USE	DISTRICT										
	NC	C	C-H	CR	C-1	BP	LI	MU	T/M	PF	HI
Schools	P	P	P	P	P	P	P	P	P	P	P
Sporting Facilities, Arenas		P	P	P		P	P	P	P	P	
Sports Fields and Courts		P	P	P		P	P	P	P	P	
Transit Station	P	P	P	P	P	P	P	P	P	P	P
COMMUNICATION & UTILITIES											
Communication Facilities and Towers [See Sec.12.140]		C	C	C		C	C	C	C	P	
Electrical Substations and Power Transmission Lines, Municipal	P	P	P	P	P	P	P	P	P	P	P
Electrical Substations and Power Transmission Lines, Non-Municipal		C	C	C		C	C	C	C	C	
Oil & Gas Transmission Lines	C	C	C	C	C	C	C	C	C	C	C
Public and Private (with franchise agreement) Utility Underground Lines, and Rights of Way	P	P	P	P	P	P	P	P	P	P	P
Public and Private (with franchise agreement) Utility Buildings and Other Above Ground, Structures	C	C	C	C	C	C	C	C	C	C	C
Renewable Energy System (Solar and Small Wind Energy Systems – see Chapter 19)	P	P	P	P	P	P	P	P	P	P	P
Wind Energy Facility – see Chapter 19										C	
COMMERCIAL/NONRESIDENTIAL USES											
Accessory uses incidental to an authorized use	P	P	P	P	P	P	P	P	P	P	P
Adult Daycare	P	P	P	P		P		P			
Artisan Shop	P	P	P	P		P	P	P			
Athletic Instruction	P	P	P	P		P	P	P			
Automobile Sales/Rental sites ~~1 acre or larger~~(see Section 12.130 J)		P	P	P			P				
Automobile Service and Repair		P	P	P			P				
Automobile Service and Repair, Large			C				C				

Notes:
P = Uses allowed as a Permitted Use.
P[1]= Single family homes that existed at the time this code was adopted (9/11/12) shall continue; however new single-family dwellings shall only be permitted in areas with remaining density per Map 05.010 Maximum TOD and Mixed Use Density Map.
P[2]= Allowed provided there is remaining density as allocated per Map 05.010 Maximum TOD and Mixed Use Density Map.
P[3]= Only permitted for Financial Services and Pharmacy uses that: 1) are on a parcel adjacent to a UDOT Principal Arterial or along the 2100 North Corridor, 2) incorporate pedestrian-oriented design elements into the site plan (such as pedestrian walkway or trail), and 3) are designed to shield headlights from adjacent properties.
C = Uses allowed as a Conditional Use. Uses not identified as either a Permitted or Conditional Use are deemed to be prohibited.
[*] All uses in the Planned Community and Resort Community Zones must be authorized through an Area Plan pursuant to Chapter 15or through a Land Use Plan pursuant to Chapters 38 and 39. All uses in the Transit Oriented Development Zone must be authorized by a Land Use Plan pursuant to Chapter 38 and 39.

ORDINANCE NO: 2026 - __

AN ORDINANCE AMENDING THE LEHI CITY DEVELOPMENT CODE CHAPTER 12 AND TABLE 05.030B

WHEREAS, it has become necessary to amend Chapter 12 and Table 05.030B of the Lehi City Development Code; and

WHEREAS, this amendment seeks to remove the acre requirement for automobile sales and rental and to clean up other requirements; and

WHEREAS, following a public hearing on June 11, 2026 the Lehi City Planning Commission reviewed the proposed revisions and forwarded a positive recommendation to the City Council; and

WHEREAS, on July 14, 2026, the City Council held a duly noticed meeting to receive public comment and ascertain the facts regarding this matter, which facts and comments are found in the hearing record and which include the staff report, minutes from the Planning Commission meeting of June 11, 2026, and the positive recommendation of the Planning Commission; and,

WHEREAS, after considering the facts and comments presented to the Municipal Council, the Council finds: Chapter 12 and Table 05.030B of the Lehi City Development Code should be amended; and such action furthers the health, safety, and welfare of the citizens of Lehi.

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

PART I:

Chapter 12 and Table 05.030B of the Lehi City Development Code is hereby amended.

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

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

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

Approved and Adopted by the City Council of Lehi City this 14th day of July 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

Agenda Item No: 5.9

City Council Agenda Item Report

Meeting Date: July 14, 2026
Submitted By: Teisha WIlson
Submitting Department:
Item Type: Action Item
Agenda Section: Regular Agenda

Subject:
Consideration of Adjournment for the Lehi City Redevelopment Agency Meeting. (The City Council Meeting will resume upon conclusion of the Redevelopment Agency Meeting.)

Summary:

Attachments:

Agenda Item No: 5.10

City Council Agenda Item Report

Meeting Date: July 14, 2026
Submitted By: Teisha WIlson
Submitting Department:
Item Type: Resolution
Agenda Section: Regular Agenda

Subject:
Consideration of Resolution #2026-43, approving an Interlocal Agreement between the Lehi City Redevelopment Agency and Lehi City regarding the Thanksgiving Point Housing Transit Reinvestment Zone.

Summary:

Attachments: