Lehi Planning Commission Meeting
Agenda
May 28, 2026

7:00 PM - Lehi City Council Chambers, (131 N. 100 E., Lehi, UT 84043)

1. Call to Order

2. Regular Agenda

   2.1. Public hearing and recommendation of Terry Bishop's request for review of the Bishop Development Agreement, allowing to increase the number of lots in a subdivision to 13, for a 7-acre parcel located at 2424 West 900 North.
   Bishop 1.pdf
   Bishop 2.pdf

   2.2. 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.
   Chapter 35 Development Code Amendment 1.pdf

   2.3. 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.
   Chapter 26 Accessory Uses 1.pdf

3. City Business

4. 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

Planning Commission Agenda Item Report

Meeting Date: May 28, 2026
Submitted By: Danielle Carlton
Submitting Department: Planning Division
Item Type: Public Hearing
Agenda Section: Regular Agenda

Subject:
Public hearing and recommendation of Terry Bishop's request for review of the Bishop Development Agreement, allowing to increase the number of lots in a subdivision to 13, for a 7-acre parcel located at 2424 West 900 North.

Summary:

Attachments:

Bishop 1.pdf

Bishop 2.pdf

BISHOP DEVELOPMENT AGREEMENT
PLANNING COMMISSION REPORT

Applicant	Terry Bishop
Meeting Date	May 28, 2026
Requested Action/Purpose	Review and recommendation on a proposed Development Agreement
Decision Type	Legislative
Date of DRC Review	May 6, 2026

REQUIRED ACTION

Planning Commission	Review and recommendation
City Council	Final approval

APPLICABLE DEVELOPMENT CODE REGULATIONS

Section 29.010. Applicability.
Lehi City may, in the exercise of the legislative powers and at the full discretion of the City Council, enter into a development agreement. Under no circumstances is this required. A development agreement adopted by the City Council may identify terms and conditions which may modify the provisions of this Code and other requirements of the City, provided that the City Council determines the best interests of the City and its residents are advanced by the adoption of such an agreement. Any such development agreement shall constitute a binding contract between the applicant and the city (the "parties") and shall contain such terms and conditions as agreed to by the parties subject to the requirements of this Chapter. The City Attorney or his designee is authorized to negotiate development agreements on behalf of Lehi City.

Section 29.020. Criteria for Entering into a Development Agreement.
The city may enter into a development agreement only if the development agreement:

A. Has been duly adopted by the City Council in accordance with the provisions of this chapter.

B. The proposed development to which the development agreement pertains is in conformity with the general plan, zoning district regulations, and other applicable requirements of the City.

C. The proposed development subject to the agreement contains outstanding features that advance the policies, goals and objectives of Lehi City, or the property owner agrees to provide capital improvements that exceed the development's proportionate share of the costs of the facilities needed to service the development, which hereby advance the provision of facilities to serve Lehi City.

PROPERTY HISTORY

August 16, 2008 The property was annexed into the City.

December 4, 2025 The Planning Commission gave feedback on the Final Spur Concept Plan.

April 14, 2026 City Council denied General Plan Amendment from VLDRA to VLDR.

REPORT ANALYSIS

The applicant requests review and recommendation of a development agreement for 7.14 acres of property located

at 2424 West 900 North. This is to facilitate the approval and subsequent construction of a single-family subdivision.

The proposed development agreement would allow for the construction of 13 single-family residential lots, and would allow for the lot sizes to be reduced to one-third of an acre. The applicant previously applied for a General Plan Amendment to change the designation from VLDRA to VLDR, which would allow for the construction of third-acre lots but could increase the number of lots in the subdivision to 17. The General Plan Amendment was denied by the City Council, but the applicant was given direction to work out a Development Agreement with the City to cap the number of lots at 13 and allow the lots to be a third of an acre. The current general plan designation allows for 12 lots, so this would be an increase of one additional lot. The lots would also not be half acre lots.

The applicant is requesting this amendment to better match the size of the surrounding homes. Surrounding the property is the subdivision of Colledge Farms, a Planned Residential Unit subdivision. Because this subdivision was approved as a PRD, the subdivision was granted flexibility in their lot sizes. The surrounding lots are around 15,000 square-feet in size.

The DRC had four redline comments, including:

1. Ensure the lots meet the 100-foot frontage, or add in language allowing for flexibility in this requirement
2. Change the language in section E to read "that grants a subdivision with up to 13 single-family residential lots"
3. Add language to section 14 that states "all lots created pursuant to this agreement shall comply with the applicable subdivision and zoning standards of the Lehi City Development Code other than a reduced lot size of a third of an acre".

Please consider all DRC comments in your motion.

SCOPE OF APPROVAL

Development Agreements are fully discretionary items. This means the City Council can decide whether or not to enter into them and what elements to include in the agreement. The Planning Commission may provide a positive or negative recommendation and also include any changes or additions they would like included.

The public can give comments in support of or against the proposed development agreement. Focusing comments on specifics of the agreement and their potential impacts often are the most beneficial.

POSSIBLE MOTIONS AND FINDINGS

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

1. The proposed Development Agreement aligns with the goals and policies of the General Plan.
2. Additional findings based upon information presented during the public hearing.

Terry Bishop Development Agreement
DRC Redline Comments

Lehi City – Requests review of the Terry Bishop Development Agreement on 7.1 acres of property located at 2424 W 900 N, allowing 13 lots in the current Very Low Density Residential Agricultural designation.

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: N/A
Date of Plans Reviewed: 4/28/26
Time Start: 2:10 PM
Time End: 2:10 PM

DRC REDLINE COMMENTS:
Glade – Power: No comments.
Brad – Fiber: No comments.
Garion – Fire: No comments.
Ryan – Water/Sewer: No comments.
James – Parks: No comments.
Gary S. – Building/Inspections: No comments.
Shelbey – Public Works: No comments.
Gary E. – Engineering: No comments.
Luke – Traffic: No comments.
Kim – Planning:
1. Informational comment: zone change must be approved and recorded before a subdivision application will be accepted. Zone change should be submitted after the development agreement is approved.
2. Ensure frontages meet the 100-foot frontage requirement.
3. Other than a reduced lot size of 1/3 acre.
4. That grants a subdivision with up to 13...

THIS ITEM WILL BE SCHEUDLED FOR PLANNING COMMISSION ON MAY 28TH.

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.

TERRY BISHOP
DEVELOPMENT AGREEMENT

This DEVELOPMENT AGREEMENT ("Agreement") effective as of the date the last Party signs below ("Effective Date") by and among Lehi City, a political subdivision of the State of Utah ("City") and Terry Bishop or his successors and permitted assigns ("Developer"), whose address is _____. The City and the Developer are hereinafter referred to individually as a "Party" and collectively as the "Parties."

RECITALS

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

B. Developer has a legal interest in certain real property consisting of approximately 7.14 acres located at 2424 West 900 North, Lehi, Utah, as more particularly described in Exhibit A attached hereto ("Property").

C. The Property is currently designated Very Low-Density Residential Agriculture (VLDRA) on the Lehi City General Plan, which generally contemplates a minimum lot size of one-half acre.

D. Developer previously requested a General Plan amendment to change the designation of the Property from Very Low-Density Residential Agriculture (VLDRA) to Very Low-Density Residential (VLDR) to facilitate development of a single-family residential subdivision.

E. Following review by the Planning Commission and City Council, the City Council determined that its preference was to retain the existing General Plan designation while authorizing development of the Property pursuant to a development agreement that limits the subdivision to a maximum of thirteen (13) single-family residential lots.

F. City recognizes that the proposed subdivision layout, including the required connection of stub streets from adjacent subdivisions, substantially affects the developable area of the Property and that a development agreement allowing thirteen (13) lots provides a reasonable and compatible development pattern consistent with surrounding neighborhoods.

G. The Parties desire to establish the terms and conditions under which the Property may be subdivided and developed as a thirteen (13) lot single-family residential subdivision.

AGREEMENT

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

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ARTICLE 1

1.1 Upon approval of this Agreement, the Property may be subdivided and developed as a single-family detached residential subdivision containing no more than thirteen (13) residential lots ("Approved Development").

1.2 The Property, once subdivided pursuant to this Agreement, shall not be further subdivided, replatted, or otherwise modified in any manner that would result in an increase in the number of residential lots beyond thirteen (13) total lots. This restriction expressly includes, but is not limited to, the creation of flag lots.

1.3 Notwithstanding the existing General Plan land use designation of VLDRA, the total number of residential lots within the Approved Development shall not exceed thirteen (13) lots, exclusive of any lots or tracts dedicated for roads, open space, utilities, storm drainage, or other public improvements.

1.4 All lots created pursuant to this Agreement shall comply with the applicable subdivision and zoning standards of the Lehi City Development Code. The intent of this Agreement is to permit lot sizes generally consistent with the surrounding Colledge Farms neighborhood and similar adjacent subdivisions.

1.5 The subdivision shall include all roadway connections required by the Lehi City Development Code, including the connection of existing stub streets from adjoining subdivisions where required by City engineering and subdivision standards.

1.6 The internal public streets may be constructed in accordance with the previously adopted City roadway standard consisting of a fifty-six foot (56') right-of-way, as specifically authorized by the City Council. This standard is approved in order to provide consistency with the existing stub street connections and adjacent roadway segments that currently connect into the Property, and to ensure an orderly and compatible continuation of the surrounding neighborhood street network. All roadway improvements shall otherwise comply with applicable City engineering, public safety, drainage, utility, and construction requirements.

1.7 Developer shall provide sufficient water rights, utility capacity, and all required off-site and on-site infrastructure improvements necessary to serve the Approved Development in accordance with the Lehi City Development Code and City utility requirements.

1.8 This Agreement does not constitute subdivision approval. Developer shall obtain preliminary and final subdivision plat approval through the City's development review process and shall comply with all applicable provisions of the Lehi City Development Code, Public Improvements Specifications Manual, and all applicable City engineering requirements.

DRAFT

1.9 The Parties acknowledge that this Agreement is intended to authorize the Approved Development without requiring amendment of the Property's current General Plan designation of VLDRA.

1.10 This Agreement and Developer's right to develop the Property for the Approved Development shall begin on the Effective Date and shall terminate without further action by either Party if Developer has not obtained final subdivision plat approval within three (3) years of the Effective Date.

ARTICLE 2

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

ARTICLE 3

3.1 Indemnification. Developer agrees to indemnify, hold harmless and defend the City from and against any and all loss, damage, or expense which the City may suffer or for which the City may be held liable by reason of any injury (including death) or damage to any property to the extent caused by the negligent acts, errors, or omissions or willful misconduct of Developer in the performance of this Agreement. This indemnity provision shall not apply to claims arising from or attributable to the negligence or intentional conduct of the City.

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

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

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

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

3.6 Other Miscellaneous Terms. The singular shall include the plural; the masculine gender shall include the feminine; "shall" is mandatory; "may" is permissive.

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

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

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

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

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

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

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

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

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

3.13 Notices.

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

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

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

If to Developer:
Terry Bishop
2424 W 900 N
Lehi, Utah 84043

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

3.15 Non-Assignability; Agreement to Run with the Land. This Agreement shall not be assignable by Developer except upon the express written consent of the City, which consent shall not be unreasonably withheld, conditioned, or delayed; provided, however, that Developer may fully assign this Agreement to its corporate parent, a corporate affiliate, or a subsidiary without the City's consent. This Agreement will be a covenant that runs with the land and will be recorded against property.

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

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

LEHI CITY CORPORATION

_____

By: Paul Binns
Its: Mayor

ATTEST:

_____
Teisha Wilson
City Recorder

Terry Bishop

_____

By:
Its: _____

STATE OF UTAH)
ss:
COUNTY OF _____)

On this_____ day of _____, 2024 before me, _____ a notary public, personally appeared before me _____, whose identity is personally known to me (or proven on the basis of satisfactory evidence) and who by me duly sworn/affirmed, did say that he is the _____ of ??? and that said document was signed by him in behalf of said Company by Authority of its operating agreement, or member or manager consent, and said _____ acknowledged to me that said Company executed the same.

DRAFT

Witness my hand and official seal.

_____

Notary Public

(notary seal)

DRAFT

Exhibit "A"

Property Legal Description

COM N 4.06 FT & W 49.5 FT FROM THE E 1/4 COR. SEC. 12, T5S, R1W, SLB&M.; N 0 DEG 40' 0" W 127.66 FT; S 89 DEG 51' 0" W 81.49 FT; N 103.81 FT; W 260.4 FT; N 0 DEG 30' 25" W 316.7 FT; S 89 DEG 11' 9" W 662.19 FT; S 1 DEG 1' 18" E 358.33 FT; S 89 DEG 23' 43" E 657.86 FT; S 0 DEG 40' 54" E 171.13 FT; S 89 DEG 37' 55" E 342.05 FT TO THE POB; N 60 DEG 12' 11" E .01 FT TO THE POB. AREA 7.170 AC.

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Final Spur Ranch

Aerial

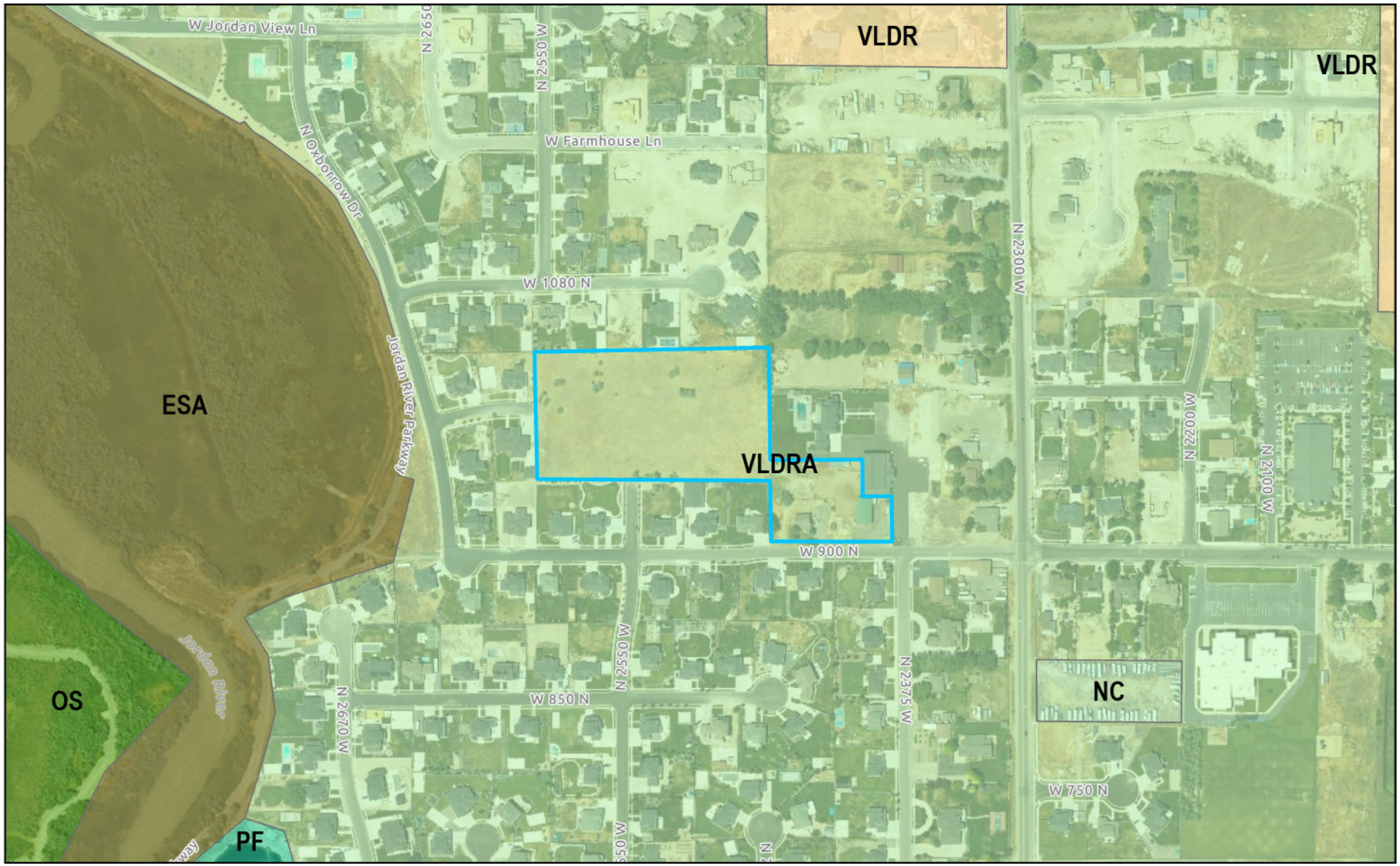


0 500 1,000 2,000 Feet

LEHI CITY

Final Spur Ranch

General Plan

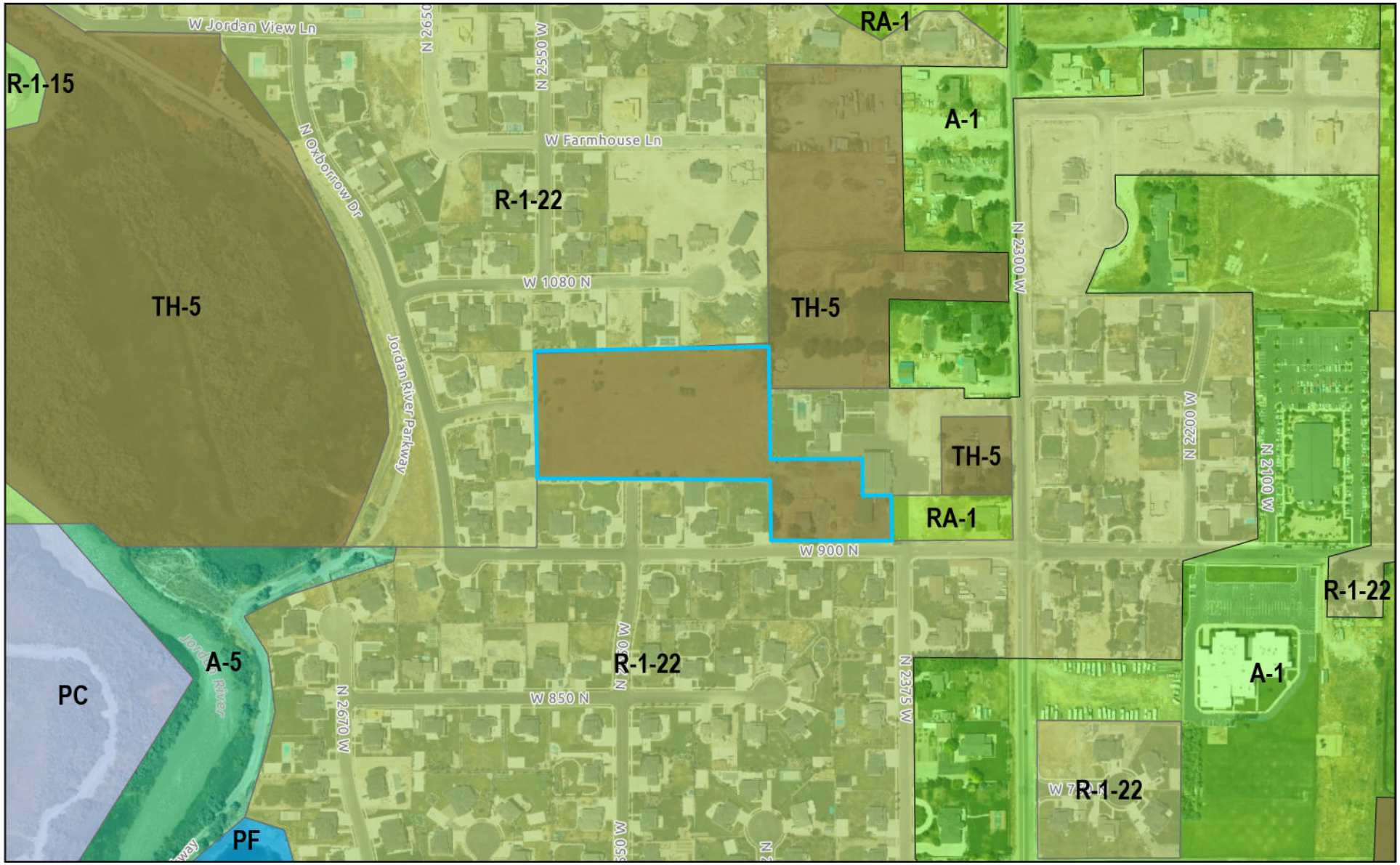


0 500 1,000 2,000 Feet

LEHI CITY

Final Spur Ranch

Zoning



LEHI CITY

Agenda Item No: 2.2

Planning Commission Agenda Item Report

Meeting Date: May 28, 2026
Submitted By: Danielle Carlton
Submitting Department: Planning Division
Item Type: Public Hearing
Agenda Section: Regular Agenda

Subject:
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.

Summary:

Attachments:

Chapter 35 Development Code Amendment 1.pdf

CHAPTER 35 COMMUNITY FORESTRY DEVELOPMENT CODE AMENDMENT

PLANNING COMMISSION REPORT

Applicant	Lehi City
Meeting Date	May 28, 2026
Requested Action/Purpose	Review and recommendation on proposed amendments to the Lehi City Development Code
Decision Type	Legislative
Date of DRC Review	April 14, 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 review and recommendation 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.

SCOPE OF APPROVAL

Development Code Amendments are legislative items, meaning the Planning Commission and City Council can approve, deny or make any modifications to the proposal.

The public can share any comments on the proposed amendment including anything additional they would like added or removed from the current proposal. Encouraging the Planning Commission to include changes in their motion would help in the process of ultimately getting it approved by City Council.

POSSIBLE MOTIONS AND FINDINGS

The Planning Commission may move to recommend approval or denial of 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.

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

Agenda Item No: 2.3

Planning Commission Agenda Item Report

Meeting Date: May 28, 2026
Submitted By: Danielle Carlton
Submitting Department: Planning Division
Item Type: Public Hearing
Agenda Section: Regular Agenda

Subject:
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.

Summary:

Attachments:

Chapter 26 Accessory Uses 1.pdf

CHAPTER 26 DETACHED ACCESSORY DWELLING UNITS DEVELOPMENT CODE AMENDMENT

PLANNING COMMISSION REPORT

Applicant	Lehi City
Meeting Date	May 28, 2026
Requested Action/Purpose	Review and recommendation on proposed amendments to the Lehi City Development Code
Decision Type	Legislative
Date of DRC Review	May 6, 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 dv ing 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 ac sory 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 accessory dv ing 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 maximur 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 improveme

(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 by a nicipality 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 review and recommendation 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.

SCOPE OF APPROVAL

Development Code Amendments are legislative items which means there is usually discretion in what the Planning Commission and City Council approve. However, where this is a change to meet the requirements of State Legislation, the required changes will have to be approved. The City Council will still have final say on the other changes made by staff. The City Council also could choose to be less restrictive than the minimum allowed by the State.

The public can speak to this item and should recognize the changes required by the State and the changes that could be altered. Please reach out to Planning Staff for any clarification on what can and cannot change in the proposal.

POSSIBLE MOTIONS AND FINDINGS

The Planning Commission may move to recommend approval or denial of 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.

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),