Lehi City Council Meeting
Agenda
March 24, 2026

4:30 PM - Lehi City Council Chambers (153 N. 100 E., Lehi, Utah)

Pre-Council, 4:30 p.m.

I. Welcome and Opening Comment

II. Presentations and Reports

1. Presentation of PARC Tax Committee Recommendations
   Grant Request - Application Summaries 2026.pdf
   Grant Request - Committee Recommendation 2026-1.pdf
   3.3.26 PARC Advisory Committee Minutes.pdf

2. Presentation of Budget Amendment #4- Finance Department
   Budget Adjustment #4.docx

III. Working Discussion Items

1. Discussion of Thanksgiving Point Participation Agreement
   Gardner Stack Thanksgiving Station Participation Agreement - 17 Final.pdf
   Lehi HTRZ Minutes and Motion 11.13.23.pdf
   Interlocal Agreement With Lehi City and RDA Thanksgiving Point HTRZ - 5 Final.pdf
   Lehi HTRZ ApplicationPDF.pdf
   Agreement-STACK Soccer Field Property - Participation Agreement - FINAL (clean) 3.18.26.docx
   Agreement-STACK Soccer Field Property - Participation Agreement - FINAL (redline) 3.18.26.docx

2. Discussion of a Proposal to Conduct a Feasibility Study for an Ice Center
   Lehi City Ice Center - Feasibility Study Fee Proposal - 2-12-2026.pdf

3. Discussion of Updates to the Power Standards Manual
   LEHI_DWG-8.0-ELECTRICAL SERVICE INFORMATION - POWER QUALITY AND CUSTOMER EQUIPMENT-DETAIL_8.0_REV1.0.docx

4. Discussion of Mixed Use Zoning Requirements
   Ch38TransitOrientedDevelopmentZone - adding MU District Requirements 02.26.26 DRAFT ONLY.pdf

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

V. Administrative Report

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

Closed Session
The Council may consider a motion to enter into a closed session for specific purposes allowed under the Open and Public Meetings Act (Utah Code 52-4-205), including to discuss the purpose, exchange, lease, or sale of real property; litigation; the character, competence, or physical or mental health of an individual; or any other lawful purpose.

Regular Session, 7:00 p.m.

VII. Welcome, Roll Call, Pledge of Allegiance

VIII. Presentations and Reports

IX. 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.

X. Consent Agenda

1. Approve Purchase Orders

2. Approve Fleet Surplus Items
   Fleet Surplus March 2026.docx

3. Consideration of Resolution #2026-21, approving a Real Estate Purchase of 2.86 acres located at approximately 5000 N Horton Way, Lehi, Utah.
   Petitioner: Lehi City
   Res 2026-21.docx

4. Consideration of Resolution #2026-18, authorizing and approving the amended and restated Power Pooling Agreement with the Utah Associate Municipal Power Systems (UAMPS) for the Pool Project; authorizing execution and delivery thereof; and related matters.
   Res 2026-18
   Lehi City Pooling Agreement Opinion
   Pool Agreement Amendments

Pooling Agreement Certificate

5. Consideration of Resolution #2026-19, approving a Lease Agreement with Value Innovations HB Lofts for tutoring and educational instruction with the Rippy Literacy Center.
   Literacy Center-Ivory Innovations Lease Agreement
   Res 2026-19.docx

XI. Regular Agenda

1. Consideration of Ordinance #10-2026, approving a Development Code Amendment adding Chapter 12-D, Flood Damage Prevention, in compliance with FEMA.
   Petitioner: Lehi City
   Chapter 12-D Development Code Amendment 1.pdf
   Ord 10-2026.docx

2. Consideration of Ordinance #11-2026, approving a Development Code Amendment to Chapter 37, removing the exception for the maximum setback if there is a module of parking allowed.
   Petitioner: Lehi City
   Chapt 37 CC Packet.pdf
   Ord 11-2026.docx

3. Consideration of Ordinance #12-2026, approving the Vivian Estates Phase 5 Zone Change on 11.58 acres located at approximately 2125 North 600 East, changing the zoning from TH-5 (transitional holding) to RA-1 (residential/agriculture).
   Petitioner: JDH Development
   Vivian Estates Phase 5 Zone Change 03.24.26.pdf
   Ord 12-2026.docx

4. Consideration of Ordinance #13-2026, approving a Development Code Amendment to Chapter 35, Urban Forestry, creating a limit on rock mulch.
   Petitioner: Lehi City
   Chapter 35 Rock Mulch Development Code Amendment.pdf
   Ord 13-2026.docx

XII. 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: 1

City Council Agenda Item Report

Meeting Date: March 24, 2026
Submitted By: Teisha WIlson
Submitting Department:
Item Type: Presentation
Agenda Section: Presentations and Reports

Subject:
Presentation of PARC Tax Committee Recommendations

Suggested Action:

Attachments:

Grant Request - Application Summaries 2026.pdf

Grant Request - Committee Recommendation 2026-1.pdf

3.3.26 PARC Advisory Committee Minutes.pdf

PARC GRANT REQUESTS – APPLICATION SUMMARIES

Organization	Request	Organization or Facility Grant?	Description of Request	Requested Amount
Chabad of Utah County	Lehi Chanukah Festival	Organization	A large festival where residents can come experience Jewish culture, primarily music and food.	$ 10,000
Futuro Futsal Academy Foundation	Futuro Futsal Academy Foundation	Organization	Help make futsal accessible to all by reducing membership costs through scholarships and help pay for coaching and facility costs.	$ 9,999
Grassroots Shakespeare Company	Grassroots Educational Tour	Organization	An educational tour featuring community & school performances of some of Shakespeare's most popular plays. The tour includes workshops at Lehi City schools.	$ 5,000
Harrington Center for the Arts	Chalk It Up	Organization	Chalk It Up, Utah's largest chalk art festival held on the Adobe Lehi Campus, is a two-day event that brings together nearly 135 amateur and professional artists to transform the sidewalks into a captivating, one-of-a-kind arts experience.	$ 36,408
Harrington Center for the Arts	Exploration of New Works	Organization	Harrington Center for the Arts will present their annual Exploration of New Works program in a festival format, featuring staged performances of new theatrical works written by emerging local playwrights, along with an educational playwright workshop and feedback sessions with award-winning arts professionals.	$ 10,877
Hutchings Museum	Storage Security	Organization	Cover the cost of security and storage for artifacts and specimens stored offsite.	$ 4,500
Hutchings Museum	Staff Support	Organization	Staff support funding to retain an Education & Events Coordinator, Ben Woodruff, and additional funding support for other permanent staff members.	$ 104,000
Just for Kids of Utah County	The Curtis Center Education Lighting Enhancement	Organization	Lighting enhancement for the Curtis Center for Arts and Education serving individuals with disabilities in the cultural arts.	$ 7,705
Lehi Area Music Association	Sustaining Lehi's Musical Heritage	Organization	A grant to fund operation and growth by helping to meet essential ongoing operating expenses and enable growth by developing and acquiring musical capabilities.	$ 12,500

Organization	Request	Organization or Facility Grant?	Description of Request	Requested Amount
Lehi Arts Council	Show Rights/Set Cost/Rental	Organization	A grant to fund the costs for show rights, building sets, and school rentals.	$ 48,650
Lehi Arts Council	New Mover Lights	Organization	Special effect mover lights that could also be used as spotlights.	$ 9,491
Lehi Arts Council	Electricity Brought Out to the Garage	Facility	Provide electricity to the garage near the Lehi Arts Council building.	$ 25,110
Lehi Arts Council	New Upright Piano	Organization	An upright piano that is easy to move on and off stage for stage performances.	$ 4,998
Lehi Arts Council	Washer and Dryer	Organization	Provide onsite laundry services at the Lehi Arts Council building to wash costumes.	$ 12,454
Lehi Arts Council	Funfetti Machine	Organization	A CO2 cannon that will launch Funfetti during performances.	$ 936
Lehi Historical Society and Archives	Operating Expenses	Organization	Funding to support professional staff, archival infrastructure, Lehi Historical Marker Program, and Lehi Heritage Day to ensure Lehi's stories are preserved.	$ 106,498
Lehi Round Up Rodeo	2027 Lehi Round Up Rodeo	Organization	Funding to support contracted cultural and artistic professionals, including livestock providers, announcers, and western heritage performance acts.	$ 90,000
Nashville in the Rockies	Nashville in the Rockies – Music Fest	Organization	Grant funds will support the production and operating expenses, including stage rental, lighting, sound equipment, and a professional sound engineer to provide family-friendly live music events that advance and preserve music and cultural arts in the community.	$ 6,000
Thanksgiving Point Institute	Grow Tech Gardens	Organization	Grow Tech Gardens at Curiosity Farms is a high-tech agricultural education exhibit that teaches about hydroponic farming. Funding will support the development of the exhibit.	$146,036
United Angels Foundation	Sensory Friendly Lunar New Year Celebration	Organization	Funds program supplies, entertainment and facility space for a sensory friendly Lunar New Year celebration open to the community.	$ 800

Organization	Request	Organization or Facility Grant?	Description of Request	Requested Amount
United Angels Foundation	Adaptive & Inclusive Spring Break Mini-Camp	Organization	A spring-break mini-camp provides families with inclusive and adaptive activities and enrichment classes during spring break.	$ 1,215
United Angels Foundation	Special Needs Teens and Adult Social & Life Skills Activities	Organization	Funding for activities during teen nights and young adult meetups for individuals with disabilities.	$ 828
Utah Floorball Association	Floorball for All	Organization	Covers the cost of facility rental to run their recreational floorball programs.	$ 10,000
Wasatch Contemporary Dance Company	Professional Contemporary Dance Concert & High School Workshop	Organization	A professional, site-specific contemporary dance performance at The Rooftop with a free educational workshop for high school dancers and local studios offered in conjunction with the concert.	$ 12,000
Wrap the World with Quilts, Inc.	Lehi Service Events	Organization	Provides for a service project at Lehi Heritage Day where community members create fleece blankets and cards.	$ 12,146
Wrap the World with Quilts, Inc.	Lehi School Events	Organization	Provides materials for several school projects at both Skyridge and Lehi High to teach students to make fleece blankets and sew quilts to be donated to refugees and people in need.	$ 75,313
Wrap the World with Quilts, Inc.	Monthly Operating Expenses for One Year	Organization	Funding for one year to assist with keeping the office and workshop operating and for supplies to continue to make quilts.	$ 164,141

GRANT REQUESTS – GENERAL FUND ALLOCATIONS

Organization	Request	Organization or Facility Grant?	Description of Request	Requested Amount
Hutchings Museum	General Fund Allocation	Organization	Provides operating funding to cover the cost for overall organizational expenses.	$ 260,000
Just for Kids of Utah County	General Fund Allocation	Organization	Provides operating funding to cover the cost for overall organizational expenses.	$ 20,000
Lehi Area Music Association	General Fund Allocation	Organization	Provides operating funding to cover the cost for overall organizational expenses.	$ 2,500
Lehi Arts Council	General Fund Allocation	Organization	Funds several operating expenses like internet, storage units, stipends, cleaning supplies, contractors, tech supplies, music, etc.	$ 78,000
Lehi Historical Society and Archives	General Fund Allocation	Organization	Primarily funds personnel expenses for the Lehi Historical Society director.	$ 33,000
Thanksgiving Point Institute	General Fund Allocation: Butterfly Biosphere	Organization	Funding will be used to replace and update the lighting inside the butterfly biosphere.	$ 50,000
Thanksgiving Point Institute	General Fund Allocation: Museum of Natural Curiosity	Organization	Funding will be used to pay for exhibit improvements in the Water Works area of the Museum of Natural Curiosity.	$ 50,000

FY 2027 GRANT REQUESTS – PARC COMMITTEE RECOMMENDATION:

Organization	Request	Requested Amount	Recommended Amount
Chabad of Utah County	Lehi Chanukah Festival	10,000	10,000
Futuro Futsal Academy Foundation	Futuro Futsal Academy Foundation	9,999	-
Grassroots Shakespeare Company	Grassroots Educational Tour	5,000	5,000
Harrington Center for the Arts	Chalk It Up	36,408	36,408
Harrington Center for the Arts	Exploration of New Works	10,877	10,877
Hutchings Museum	Storage Security	4,500	4,500
Hutchings Museum	Staff Support	104,000	45,000
Just for Kids of Utah County	The Curtis Center Education Lighting Enhancement	7,705	7,705
Lehi Area Music Association	Sustaining Lehi's Musical Heritage	12,500	12,500
Lehi Arts Council	Show Rights/Set Cost/Rental	48,650	48,650
Lehi Arts Council	New Mover Lights	9,491	9,491
Lehi Arts Council	Electricity Brought Out to the Garage	25,110	25,110
Lehi Arts Council	New Upright Piano	4,998	-
Lehi Arts Council	Washer and Dryer	12,454	-
Lehi Arts Council	Funfetti Machine	936	-
Lehi Historical Society and Archives	Operating Expenses	106,498	98,748
Lehi Round Up Rodeo	2027 Lehi Round Up Rodeo	90,000	*90,000
Nashville in the Rockies	Nashville in the Rockies - Music Fest	6,000	6,000
Thanksgiving Point Institute	Grow Tech Gardens	146,036	87,000
United Angels Foundation	Sensory Friendly Lunar New Year Celebration	800	800
United Angels Foundation	Adaptive & Inclusive Spring Break Mini-Camp	1,215	1,215
United Angels Foundation	Special Needs Teens and Adult Social & Life Skills Activities	828	-
Utah Floorball Association	Floorball for All	10,000	-

**Lehi Round Up Rodeo recommendation amount is contingent on acquiring tax exempt status by March 24, 2026.*

Organization	Request	Requested Amount	Recommended Amount
Wasatch Contemporary Dance Company	Professional Contemporary Dance Concert & High School Workshop	12,000	12,000
Wrap the World with Quilts, Inc.	Lehi Service Events	12,146	-
Wrap the World with Quilts, Inc.	Lehi School Events	75,313	-
Wrap the World with Quilts, Inc.	Monthly Operating Expenses for One Year	164,141	30,000
Totals		**927,605**	**541,004**

Organization	Request	Requested Amount	Recommended Amount
Hutchings Museum	General Fund Allocation	260,000	-
Just for Kids of Utah County	General Fund Allocation	20,000	-
Lehi Area Music Association	General Fund Allocation	2,500	-
Lehi Arts Council	General Fund Allocation	78,000	-
Lehi Historical Society and Archives	General Fund Allocation	33,000	-
Thanksgiving Point Institute	General Fund Allocation: Butterfly Biosphere	50,000	-
Thanksgiving Point Institute	General Fund Allocation: Museum of Natural Curiosity	50,000	-
Totals		**493,500**	**-**

Grand Total		**1,421,105**	**541,004**

Total Requested Amount:	$ 1,421,105	**Number of Applications Received:**	34
Total FY27 New Funding Available:	$ 600,000	**Total Fully Funded Applications:**	15
Total Recommended Amount:	$ 541,004	**Total Partially Funded Applications:**	4
EOY Est. PARC Grant Fund Balance:	$ 568,000	**Total Non-funded Applications:**	15

REASONING FOR VARIATIONS BETWEEN REQUESTED & RECOMMENDATION AMOUNTS:

The PARC Committee is recommending fully funding 15 applications and partially funding 4 applications for this year's Cultural Organization and Recreation/Cultural Facility Grants. The committee determines their recommendations by reviewing each application in reference to the PARC Tax Policy and the PARC Committee scoring criteria. The scoring criteria includes four weighted categories: local impact, community need, capacity and funding, and measurable outcomes. While the committee recognizes the benefits of all 34 applications, due to various reasons the committee has recommended the following variations between requested and recommended amounts.

Futuro Futsal Academy Foundation

The PARC Committee is recommending not funding the Futuro Futsal Academy Foundation application. Their mission is to give kids in Lehi and nearby cities a safe place to play futsal, learn life skills, and grow as athletes and people. The committee concluded the primary purpose of this organization was not in line with the definition of a cultural organization as required by the grant (i.e. a private nonprofit organization or institution having as its primary purpose the advancement and preservation of: (1) natural history; (2) art; (3) music; (4) theater; (5) dance; or (6) cultural art, including literature, a motion picture, or storytelling; and an administrative unit. Their application was a request for funding to help pay for coach fees, supplies, and provide financial assistance to Lehi youth when registering for their programs.

Hutchings Museum

Given the museum's substantial $260,000 general fund allocation, the committee was hesitant to provide additional large-scale support and expressed concern about the PARC tax shifting from supplemental assistance to a primary funding source. After discussion, they approved $45,000 for the education coordinator position and related materials. They also recommended $4,500 for storage security. However, they declined funding for professional development and staff recognition expenses, noting that such costs should be covered through the museum's existing general fund allocation or other non-PARC sources.

Lehi Arts Council

The Lehi Arts Council's requests received differing support, with the committee noting they align well with the intention of the grant. The committee recommended funding the Show Rights/Set Cost/Rental category at $48,650, along with $9,491.40 for New Mover Lights and $25,110 to bring electricity out to the garage. However, they declined to fund a new upright piano ($4,998), a washer and dryer ($12,454.28), and a Funfetti machine ($936), viewing these as lower priority items compared to core operational needs.

Lehi Historical Society and Archives

The committee conducted a detailed line-item review of the Historical Society's operating request and approved $64,000 for staffing (including a part-time archivist, fundraiser, and director support), $24,748 for office and archive supplies, $5,000 for marker unveilings, and $5,000 for Lehi Heritage Days. However, the committee declined to fund collector pins and trading cards. The collector pins are sold by the archives to generate revenue, and the committee determined that PARC tax funds should not be used for that purpose. The trading cards are distributed to fourth-grade students in Lehi and were funded by the committee last year, but the program has not yet been implemented. The committee felt the program was more of a supplementary effort to the Historical Society's primary mission and preferred to see its success this year before considering funding it again next year.

Thanksgiving Point Institute

The committee believes this organization already receives a substantial $100,000 general fund allocation to support its museums. Committee members were divided on whether additional support was appropriate. After consideration, the committee ultimately recommended funding the two positions needed to operate the Grow Tech gardens program, the Grow Tech Manager and Grow Tech Assistant Manager, for a combined $82,000. The committee also recommended a $5,000 honorarium to support the work of their Dine/Navajo partners. However, the committee declined to fund the materials and infrastructure costs associated with the Grow Tech Gardens project, expressing a desire for Thanksgiving Point to demonstrate a greater financial investment in the project.

Utah Floorball Association

The PARC Committee is recommending not funding the Utah Floorball Association. Their mission is to provide equal opportunity to play floorball regardless of background. The committee concluded the primary purpose of this organization was not in line with the definition of a cultural organization as required by the grant (i.e. a private nonprofit organization or institution having as its primary purpose the advancement and preservation of: (1) natural history; (2) art; (3) music; (4) theater; (5) dance; or (6) cultural art, including literature, a motion picture, or storytelling; and an administrative unit. Their application was a request to cover the cost of renting a facility to provide recreational floorball programs.

ORGANIZATIONS IN QUESTION:

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

As we have funded several of these organizations in the past, we have included extra details below to help the Council better understand the PARC Committee's recommendation.

Chabad of Utah County

Sharing the same concern as last year, the committee brought into question whether a religious organization meets the definition of a cultural organization as provided above. However, despite being a religious organization, the committee supported this unique cultural event, noting it brought diversity to the community and was open to all residents. They viewed it as promoting cultural understanding rather than religious devotion. The Chanukah Festival was recommended for full funding.

Just For Kids of Utah County, Inc.

The Just for Kids of Utah County is a private 501(c)3 non-profit organization that serves adults with disabilities at the Curtis Center for Arts and Education. Although the building is city owned, the committee questioned whether the organization met the definition of a cultural entity, viewing it primarily as a special needs support organization. However, because the proposed project includes a cultural art component, the committee recommended full funding.

United Angels Foundation

The committee believes the United Angels Foundation shares the same concern as the Just for Kids of Utah County. Although some of their programs contain a cultural art element, the committee questioned whether the organization's primary purpose is the advancement of the arts as defined above. The committee primarily

viewed this organization as a special-needs support organization. Because of the cultural art elements in two of the three applications submitted, both the Lunar New Year and Mini-Camp projects were recommended for funding by the committee. The committee declined to fund their Social and Life Skills Activities project.

Wrap the World with Quilts, Inc.

The committee voiced some concern about whether the primary purpose of this organization is the advancement of cultural art as defined above, or if its primary purpose is to operate as a humanitarian organization. After significant discussion, the committee recommended not to fund their "Lehi Service Events" and "Lehi School Events" applications, noting the primary purpose of those projects were humanitarian. The committee recommended for partial funding their "Monthly Operating Expenses" application. The intent of the recommendation was to only fund operating expenses related solely to teaching the art of quilt making versus their humanitarian initiatives.

GENERAL FUND ALLOCATION ORGANIZATIONS:

The committee struggled with allocating PARC tax funding to organizations that have historically received funding from the General Fund, in large part due to the size of the required amount needed to fund them. The committee shared a concern about whether this was the intended use of PARC tax dollars received, but noted allocation to these organizations is at the discretion of the City Council.

Minutes of the **Regular Meeting** of the **Lehi City PARC Advisory Committee** held Tuesday, **March 3, 2026**, at Lehi City Hall, 153 N 100 E, Lehi, UT 84043.

Members Present: Jacob Cosby, Committee Member
Jason Bond, Committee Member
Jessica Jones, Committee Member
Megan Mullins, Committee Member
Lindsay Gehman, Committee Chair
Matt Lee, Committee Member
Jill Allgaier, Committee Member

Members Absent: N/A

Regular Meeting, 5:00 p.m.

1. Welcome
Lindsay Gehman welcomed the committee to the meeting.

2. Action Items
2.a. Review and recommend for award grant funding applications
The committee discussed applications and policy requirements. The committee came to an agreement on the recommendation to the City Council. The recommendation includes the following:

Organization	Request	Requested Amount	Recommended Amount
Chabad of Utah County	Lehi Chanukah Festival	10,000	10,000
Futuro Futsal Academy Foundation	Futuro Futsal Academy Foundation	9,999	-
Grassroots Shakespeare Company	Grassroots Educational Tour	5,000	5,000
Harrington Center for the Arts	Chalk It Up	36,408	36,408
Harrington Center for the Arts	Exploration of New Works	10,877	10,877
Hutchings Museum	Storage Security	4,500	4,500
Hutchings Museum	Staff Support	104,000	45,000
Just for Kids of Utah County	The Curtis Center Education Lighting Enhancement	7,705	7,705

Lehi Area Music Association	Sustaining Lehi's Musical Heritage	12,500	12,500
Lehi Arts Council	Show Rights/Set Cost/Rental	48,650	48,650
Lehi Arts Council	New Mover Lights	9,491	9,491
Lehi Arts Council	Electricity Brought Out to the Garage	25,110	25,110
Lehi Arts Council	New Upright Piano	4,998	-
Lehi Arts Council	Washer and Dryer	12,454	-
Lehi Arts Council	Funfetti Machine	936	-
Lehi Historical Society and Archives	Operating Expenses	106,498	98,748
Lehi Round Up Rodeo	2027 Lehi Round Up Rodeo	90,000	90,000
Nashville in the Rockies	Nashville in the Rockies - Music Fest	6,000	6,000
Thanksgiving Point Institute	Grow Tech Gardens	146,036	87,000
United Angels Foundation	Sensory Friendly Lunar New Year Celebration	800	800
United Angels Foundation	Adaptive & Inclusive Spring Break Mini-Camp	1,215	1,215
United Angels Foundation	Special Needs Teens and Adult Social & Life Skills Activities	828	-
Utah Floorball Association	Floorball for All	10,000	-
Wasatch Contemporary Dance Company	Professional Contemporary Dance Concert & High School Workshop	12,000	12,000
Wrap the World with Quilts, Inc.	Lehi Service Events	12,146	-
Wrap the World with Quilts, Inc.	Lehi School Events	75,313	-
Wrap the World with Quilts, Inc.	Monthly Operating Expenses for One Year	164,141	30,000
Totals		927,605	541,004

Chabad of Utah County
Despite being a religious organization, the committee supported this unique cultural event, noting it brought diversity to the community and was open to all residents. They viewed it as promoting cultural understanding rather than religious devotion. The Chanukah Festival was recommended for funding with an asterisk, flagging it as an organization that may or may not meet the definition of a cultural organization.

Grassroots Shakespeare Company
Although based outside Lehi, the committee appreciated the organization's strong educational focus and its commitment to performing in local schools. The committee made its funding recommendation contingent upon conducting workshops in Lehi schools.

Harrington Center for the Arts
The committee expressed strong support for both applications. Although the organization is based outside Lehi, members noted that it provides valuable artistic programming that brings experiences to the community that would not otherwise be available. The committee highlighted the Chalk It Up event as a family-friendly program with a strong artistic focus and recommended it for full funding. The committee also recommended full funding for the Exploration of New Works project, recognizing that both initiatives align with the intent of the grant and contribute meaningfully to Lehi's cultural offerings.

Hutchings Museum
Given the museum's substantial $260,000 general fund allocation, the committee was hesitant to provide additional large-scale support and expressed concern about the PARC tax shifting from supplemental assistance to a primary funding source. After discussion, they approved $45,000 for the education coordinator position and related materials. They also recommended $4,500 for storage security. However, they declined funding for professional development and staff recognition expenses, noting that such costs should be covered through the museum's existing general fund allocation or other non-PARC sources.

Just for Kids of Utah County
Although the building is city-owned, the committee questioned whether the organization met the definition of a cultural entity, viewing it primarily as a special-needs support organization. However, because the proposed project included a cultural art component, the committee recommended full funding with an asterisk, flagging it as an organization that may or may not meet the definition of a cultural organization.

Lehi Area Music Association
The organization received unanimous support, with the committee praising its strong community impact, volunteer-driven operations, and careful financial management, as well as its well-regarded programming and broad reach. While the committee discussed the group's $2,500 general fund allocation, they ultimately excluded it from park tax recommendations, reaffirming their stance against funding general allocations.

Lehi Arts Council

The Lehi Arts Council's requests received differing support, with the committee noting that the organization aligns well with grant criteria and that show rights are essential to theater operations. They recommended funding the Show Rights/Set Cost/Rental category at $48,650, along with $9,491.40 for New Mover Lights and $25,110 to bring electricity out to the garage. However, they declined to fund a new upright piano ($4,998), a washer and dryer ($12,454.28), and a Funfetti machine ($936), viewing these as lower-priority items compared to core operational needs.

Lehi Historical Society and Archives

The committee conducted a detailed line-item review of the Historical Society's operating request, approving $64,000 for staffing (including a part-time archivist, fundraiser, and director support), $24,748 for office and archive supplies, $5,000 for marker unveilings, and $5,000 for Lehi Heritage Days, while declining to fund collector pins and cards. The committee also expressed appreciation for the fundraiser role as a step toward greater self-sufficiency. The committee's total recommended amount came to $98,748.

Lehi Roundup Rodeo

The rodeo application earned the highest composite score but generated considerable debate. Because the organization had not yet secured its 501(c)(3) status, any funding was conditioned on obtaining it. Jason argued the rodeo did not meet the definition of a cultural organization, while Jill and Megan emphasized its cultural heritage value. Lindsay noted the group could likely raise funds elsewhere if needed. Given the uncertain nonprofit status and the size of the request, the committee recommended funding with a double asterisk, flagging both the 501(c)(3) requirement and questions regarding compliance with policy definitions.

Nashville in the Rockies

The committee appreciated the application of this new organization, although there were some concerns about the planning of their event. Being a new organization, the committee noted their application amount was appropriate to be considered and awarded as a minor grant. The committee recommended for full funding.

Thanksgiving Point Institute

The application prompted extensive discussion because the organization already receives a substantial $100,000 general fund allocation for museums. Committee members were divided on whether additional support was appropriate. After careful consideration, the committee ultimately recommended funding the two positions needed to operate the Grow Tech gardens program, the Grow Tech Manager and Grow Tech Assistant Manager, for a combined $82,000. The committee also recommended a $5,000 honorarium to support the work of their Dine/Navajo partners. This brought the total recommended amount to $87,000. The committee noted ongoing concerns about the level of existing city support.

United Angels Foundation
The committee questioned whether the organization met the definition of a cultural entity, viewing it primarily as a special-needs support organization. The committee did not recommend for funding their "Special Needs Teens and Adult Social & Life Skills" application. However, their Lunar New Year and Mini-Camp projects were recommended for funding with an asterisk, flagging it as an organization that may or may not meet the definition of a cultural organization.

Wasatch Contemporary Dance Company
The committee appreciated the work of the Wasatch Contemporary Dance Company. Jill gave a positive report on their "Savor" event held this past year. Although the Dance Company is based out of Lehi, the committee felt the event was unique and in line with the intent of the grant. Their dance concert and Lehi High school workshops were recommended for full funding.

Wrap the World with Quilts, Inc.
The committee voiced some concern about whether the primary purpose of the organization is to promote a cultural art or to operate as a humanitarian organization. After significant discussion, the committee recommended not to fund their "Lehi Service Events" and "Lehi School Events" applications. The committee recommended for partial funding their "Monthly Operating Expenses" application. The intent of the recommendation was to only fund operating expenses related solely to teaching the art of quilt making versus their humanitarian initiatives.

Committee funding recommendations were planned to be presented at the City Council meeting on March 24, 2026. Lindsay Gehman will give that presentation.

Motion: Megan Mullins motions to approve the spreadsheet/matrix PARC Committee recommendation as listed. Jacob Crosby seconded the motion. The motion passed unanimously.

3. Adjournment

Motion: Jason Bond moved to adjourn the meeting. Jill Allgaier seconded the motion. The motion passed unanimously.

Agenda Item No: 2

City Council Agenda Item Report

Meeting Date: March 24, 2026
Submitted By: Teisha WIlson
Submitting Department:
Item Type: Presentation
Agenda Section: Presentations and Reports

Subject:
Presentation of Budget Amendment #4- Finance Department

Suggested Action:

Attachments:

Budget Adjustment #4.docx



ANNUAL OPERATING AND CAPITAL BUDGET

Budget Amendment #4

FISCAL YEAR 2025-2026

Lehi City
Budget Amendment #4
Fiscal Year 2025-26
April 2026

Amendment 4a – COPS Grant

- The City was a recipient of a federal grant to hire two police officers. The federal grant covers a portion of the cost of the officer. The rest of the cost will come from existing funds.

Fund	Account	Current Budget	New Allocation	Amended Budget	Funding Source
GF - Police	Wages/Benefits	12,738,751	70,000	12,808,751	Fund Balance

Amendment 4b – Oak Hollow Well

- This pressurized irrigation well needs to be re-lined in order to continue operations. 50% of the cost of the project can come from existing budget. The rest will use fund balance.

Fund	Account	Current Budget	New Allocation	Amended Budget	Funding Source
Pressurized Irrigation	Capital Projects	400,000	500,000	900,000	Fund Balance

Amendment 4c – Police Overtime

- Utah Valley University has asked for additional patrol officers on campus. The State is reimbursing the overtime costs but not taxes. The portion for taxes will come from City funds.

Fund	Account	Current Budget	New Allocation	Amended Budget	Funding Source
GF - Police	Overtime	333,166	300,000	633,166	Grant/ Fund Balance

Agenda Item No: 1

City Council Agenda Item Report

Meeting Date: March 24, 2026
Submitted By: Teisha WIlson
Submitting Department:
Item Type: Discussion
Agenda Section: Working Discussion Items

Subject:
Discussion of Thanksgiving Point Participation Agreement

Suggested Action:

Attachments:

Gardner Stack Thanksgiving Station Participation Agreement - 17 Final.pdf

Lehi HTRZ Minutes and Motion 11.13.23.pdf

Interlocal Agreement With Lehi City and RDA Thanksgiving Point HTRZ - 5 Final.pdf

Lehi HTRZ ApplicationPDF.pdf

Agreement-STACK Soccer Field Property - Participation Agreement - FINAL (clean) 3.18.26.docx

Agreement-STACK Soccer Field Property - Participation Agreement - FINAL (redline) 3.18.26.docx

HTRZ Participation Agreement

between

The Lehi City Redevelopment Agency

and

Thanksgiving Station Development Partners, LLC

_____, 2026

HTRZ Participation Agreement

The Lehi City Redevelopment Agency, a political subdivision of the State of Utah (the "**Agency**"), and Thanksgiving Station Development Partners, LLC, a Utah limited liability company (the "**Participant**", and with the Agency, may be referred to herein collectively as "**Parties**" or individually as a "**Party**"), agree as follows as of _____, 2026 (the "**Effective Date**"):

1. SUBJECT OF AGREEMENT

1.1 Purpose of the Agreement

The purpose of this HTRZ Participation Agreement (the "**Agreement**") is to implement the Lehi City Housing and Transit Reinvestment Zone (the "**HTRZ**") adopted by the Housing and Transit Reinvestment Zone Committee on November 13, 2023 (the "**HTRZ Approval**") in accordance with the provisions of the Housing and Transit Reinvestment Zone Act set forth in Utah Code 63N-3-601 *et seq.* as in effect as of the date of the HTRZ Approval (the "**Act**"), by providing for the potential development of a Mixed Use Development (as defined in the Act) on approximately 26 acres of land, as more particularly described on **Exhbit E** (collectively, and together with any Additional Land (defined below), if any, the "**Project**"), located in the Lehi City, Utah (the "**City**"), and (b) to specify the terms and conditions pursuant to which the Agency and the Participant will cooperate in bringing about this objective, including the funds the Agency will provide to assist in the development of the Project. For purposes hereof, "**Additional Land**" means any real property (a) within the municipal limits of the City, (b) that is subject to the Area Plan (defined below), (c) that is included within the HTRZ, and (d) that the Participant or an affiliate of the Participant may from time to time acquire following the Effective Date. The fulfillment of this Agreement is vital to and in the best interests of the City and the health, safety, and welfare of its residents, and in accord with public purposes and will provide a benefit to the City and its residents. This Agreement is carried out pursuant to the HTRZ Approval and HTRZ Act.

1.2 HTRZ

The HTRZ was created in accordance with the HTRZ Approval which is attached hereto as **Exhibit A,** based on the Lehi Station HTRZ Application which is attached hereto as **Exhibit B** (the "**HTRZ Application**"). The HTRZ is located within the boundaries of the City. The exact boundaries of the HTRZ are specifically and legally described in **Exhibit C** attached hereto.

1.3 Interlocal Agreement

On or before the Effective Date, in accordance with the requirements of Section 63N-3-607(2)(c)(ii) of the Act, the Agency has entered into an interlocal agreement with the City (the "**Interlocal Agreement**") which is attached hereto as **Exhibit D**. Pursuant to the Interlocal Agreement, the City has agreed, among other things, to pay to the Agency eighty percent (80%) of the Tax Increment generated by the Project.

1.4 Parties to the Agreement

(a) Agency

The Agency is a public body, corporate and politic, exercising governmental functions and powers, and organized and existing under the Act. The address of the Agency for purposes of this Agreement is: Lehi City Redevelopment Agency, 153 North 100 East, Lehi City, Utah 84043, Attention: Re-Development Agency Administrator.

(b) The Participant

The Participant is Thanksgiving Station Development Partners, LLC, a Utah limited liability company. The address of the Participant for the purposes of this Agreement is: 4101 North Thanksgiving Way, Suite 300, Lehi, Utah 84048.

1.5 No Additional Approvals. Upon the approval of this Agreement by the Agency, and the expiration of all statutory notice and contest periods, no additional legislative action is required for the Agency to perform its obligations hereunder.

2. ASSIGNMENT

Except as permitted by Section 2.1 hereof, the Participant agrees for itself and any successor in interest that during the term of this Agreement the Participant shall not assign or transfer or attempt to assign or transfer all or any part of its obligations under this Agreement without the prior written consent of the Agency, which consent shall not be unreasonably withheld, conditioned or delayed.

2.1 Permissible Transfers.

Notwithstanding the provisions of this Agreement to the contrary, the Participant shall not be required to obtain the Agency's consent, and the Agency shall not be permitted to terminate this Agreement, in connection with the following transfers or the assignment of the Agreement pursuant to the following transfers: (a) the sale, exchange, issuance or redemption of any stock of the Participant or its parent that is listed on a public exchange; (b) transfers of less than a controlling interest in the Participant or its parent; (c) transfers of interests in either the Project or the Participant to an affiliate of the Participant; (d) changes in the organizational form of the Participant; (e) a transfer of the operational responsibilities of the Project to a third party; (f) leasing, subletting or licensing of the Project; (h) a sale and lease back or similar financing transaction of the Project; (i) the granting of any lien, security interest, or other encumbrance upon the Project or the interests of the Participant in the Project or in this Agreement; (j) a transfer of any portion of the Project to one or more entities which is controlling, controlled by or under common control with the Participant; (k) an assignment to a Mortgagee (defined below) of Participant's right to receive all or a portion of the Tax Increment payable to Participant under this Agreement, or (l) a sale (but not an assignment of the obligations of this Agreement, which assignment requires prior written consent of the Agency) of all or any portion of the Project to a third party, or (m) the Participant may transfer real and personal property in the HTRZ and retain

the Participant's rights to receive Tax Increment and proceed of bonds issued under this Agreement.

2.2 Continuing Obligations

Except as otherwise provided herein, and except for a transfer or assignment of this Agreement which has been consented to by the Agency, no assignment or transfer of this Agreement, any part hereof, any right herein, or approval hereof, by the Agency shall be deemed to relieve the Participant from any obligation under this Agreement. Upon the approval by the Agency of an assignment of this Agreement, and provided the assignee assumes the obligations of Participant from and after the date of such assignment, the assigning Participant will be relieved of all obligations under this Agreement arising from and after the date of such assignment and the Agency shall look solely to the assignee for performance of the obligations under this Agreement from and after the date of such assignment. All of the terms, covenants, and conditions of this Agreement shall be binding upon and shall inure to the benefit of the Participant and its permitted successors and assigns.

3 FINANCING OF THE DEVELOPMENT OF THE PROJECT

3.1 Nature of Participant's Obligations

The Participant shall have the right to develop, at its own expense, or cause to be developed, the Project pursuant to and in accordance with the Thanksgiving Point Area Plan as adopted by the City Council on August 8, 2023 (the "**Area Plan**") or as otherwise permitted by applicable law.

3.2 Responsibility for Development Plans and Permits

For the avoidance of doubt, in the event the Participant elects to develop the Project, the Participant, but not the Agency, shall be responsible for preparing and completing any plans for the acquisition and construction of the Project.

3.3 Funding Responsibility

The Participant and the Agency understand and agree that, except as otherwise expressly provided herein, if the Participant elects to develop the Project, funding for the development of the Project and its related improvements shall come from the Participant's internal capital or financing obtained by the Participant or by a third party. The Agency shall not be liable or responsible for providing, obtaining or guaranteeing any financing for the Project.

4 TAX INCREMENT

4.1 Tax Increment Reimbursement

The Project will be funded in part by Tax Increment pursuant to the provisions of the Act. Under the Act and the Interlocal Agreement, the Agency is entitled to receive eighty percent (80%) of the Tax Increment (as defined below) generated by and within the HTRZ (collectively, the

"**HTRZ Funds**") for each Phase (as defined below) over an initial period of twenty-five (25) full calendar years commencing with the Trigger Year (as defined below) for such Phase (each, an "**Increment Period**") and a maximum period of forty-five (45) years for all Phases. In accordance with the HTRZ Approval and the Interlocal Agreement, the Agency shall begin to receive the HTRZ Funds generated by each Phase in the Trigger Year for such Phase and shall continue for the entire Increment Period for such Phase. HTRZ Funds are to be paid into a separate account of the Agency used solely for the Tax Increment Reimbursement (defined below) and other uses permissible hereunder and in accordance with the Act and shall be applied for the purposes described in the HTRZ Approval, the HTRZ Application, the Act, the Interlocal Agreement and this Agreement.

For purposes of this Agreement, the following terms shall have the following corresponding meaning:

(a) "**Affordable Housing**" has the meaning set forth in the Act;

(b) "**Base Taxable Value**" has the meaning set forth in the Act;

(c) "**Base Year**" has the meaning set forth in the Act;

(d) "**Enhanced Development**" has the meaning set forth in the Act;

(e) "**Enhanced Development Costs**" has the meaning set forth in the Act;

(f) "**Net HTRZ Funds**" means the HTRZ Funds less the administrative reimbursement payable to the Agency hereunder;

(g) "**Phase**" shall mean each phase of the development of the Project as designated by the Participant, which Phase shall include at least one (1) building, and any associated Real Property identified and designated by the Participant;

(h) "**Tax Increment**" shall have the meaning set forth in the Act;

(i) "**Trigger Date**" means, with respect to a particular Phase, the date on which a temporary certificate of occupancy is issued for a Building in such Phase and notice thereof has been provided as required by the Act;

(j) "**Trigger Year**" means, with respect to a particular Phase, the calendar year immediately after the calendar year in which the Trigger Date for such Phase occurs; and

(k) **"Tax Increment Collection Periods"** The commencement of collection of Tax Increment following the Trigger Date. The parties acknowledge that as HTRZ Approval was adopted on November, 2023, and accordingly the limitation of three tax increment collection periods as set forth in the current version of 63N-3-603(4)(iii) is not applicable.

In consideration for the Participant's election to construct the Project or cause the Project to be constructed, which will promote the objectives set forth in the Act which include, without limitation, higher utilization of public transportation, increasing availability of housing, including Affordable Housing, within the City and State of Utah, and will provide a public benefit to the State, the City and its residents, the Agency agrees to pay to the Participant for each Phase the Net HTRZ Funds for reimbursement of all costs permitted to be reimbursed under Section 63N-3-607 of the Act which are incurred by the Participant or third parties in connection with the development of the Project (collectively, and for each Phase, the "**Tax Increment Reimbursement**"). The Tax Increment Reimbursement for each Phase will be paid by the Agency within thirty (30) calendar days of the receipt of the HTRZ Funds generated by such Phase by the Agency. The Agency agrees to promptly provide, and in all events within thirty (30) days of the Trigger Date for each Phase, written notice of the occurrence of such Trigger Date for a Phase as required by 63N-3-603(6) of the Act to the Utah County Assessor.

Notwithstanding the foregoing, the Agency shall have the right to retain one percent (1%) of the Tax Increment paid to the Agency in reimbursement for the Agency's expenses in administering the HTRZ.

4.2 Conditions Precedent to Payment of the Tax Increment Reimbursement

In addition to the conditions stated elsewhere in this Agreement, the Agency shall have no obligation to make payment hereunder to the Participant for a particular Phase until the following conditions precedent are satisfied with respect to such Phase: (a) the Participant has obtained a building permit for the construction of the Phase; (b) the Agency has actually received payment of the HTRZ Funds generated by such Phase (or bond funds secured by HTRZ Funds generated, or to be generated, by such Phase), and (c) the Participant has provided evidence to the Agency that approximately twelve percent (12%) of the Dwelling Units (as such term is defined in the Act) are Affordable Housing Units (it being acknowledged that a particular Phase may contain more or less than twelve percent (12%) of Affordable Housing Units as long as twelve percent (12%) of the Dwelling Units constructed over all Phases, once complete, are Affordable Housing Units, provided, in all events, and without limiting the obligations of Participant set forth in this Section 4.2 above, at least ten percent (10%) of the Dwelling Units constructed in each Phase shall be Affordable Housing Units. In accordance with the HTRZ Approval (A) 9% of the proposed Dwelling Units will be occupied or reserved for occupancy by households with a gross household income equal to or less than 80% of the median gross income of the applicable municipal or county statistical area for households of the same size, and (B) three percent (3%) of the proposed Dwelling Units will be occupied or reserved for occupancy by households with a gross household income equal to or less than 60% of the median gross income of the applicable municipal or county statistical area for households of the same size. The Agency acknowledges that the Participant cannot predict if, when or at what rate development of the Project or any particular Phase will occur. The timing and rate for development of the Project and each Phase will depend upon numerous factors outside of the control of the Participant such as market orientation and demand, competition, availability of qualified laborers to construct the Project, and/or weather conditions that may delay construction. The Agency hereby acknowledges that the Participant may develop the Project and each Phase in such order and at such rate and times as the Participant deems appropriate within the exercise of its sole and absolute discretion. The Agency acknowledges that

this right is consistent with the intent, purpose, and understanding of the Parties. Except as provided in this Section 4.2, nothing in this Agreement shall be construed to require the Participant to proceed with the construction of or any other implementation of the Project or any portion thereof. The Dwelling Units in a Phase that are required to be Affordable Housing shall remain Affordable Housing units for as long as Participant is receiving HTRZ funding for such Phase.

4.3 Agency's Encumbrance of HTRZ Funds

The Agency agrees that the Agency shall not, without the prior written consent of the Participant, which may be withheld in the Participant's sole and absolute discretion, issue any bonds or other indebtedness that are secured by HTRZ Funds from the HTRZ which are generated by the Project or otherwise take any action which could restrict or impede the payment of the Tax Increment Reimbursement to the Participant, in each case, in whole or in part, until the expiration of all Increment Periods.

4.4 Payment of Real Property and *Ad Valorem* Taxes

The Participant understands and agrees that the sole source of HTRZ Funds is the payment of the property tax revenue ("**Taxes**") within the HTRZ. Nothing herein contained, however, shall be deemed to prohibit the Participant from contesting the validity or amount of any tax assessment, encumbrance, or lien, or to limit the remedies available to the Participant in respect thereto.

4.5 Reduction or Elimination of Property Area Funds

In the event that the provisions of Utah law which govern the payment of HTRZ Funds to the Agency are changed or amended so as to reduce or eliminate the amount paid to the Agency, the Agency's obligation to pay the HTRZ Funds to the Participant hereunder shall be accordingly reduced or eliminated. The Participant specifically reserves and does not waive hereunder any right it may have to challenge any law change that would reduce or eliminate the payment of HTRZ Funds to the Agency. The Participant acknowledges, understands and agrees that the Agency is under no obligation to challenge a change in law that reduces or eliminates the payment of HTRZ Funds to the Agency; provided, the Agency will not oppose the Participant, and, if requested by the Participant, Agency will cooperate with the Participant, if the Participant challenges a change in the law that reduces or eliminates the payment of HTRZ Funds to the Agency. In the event any change in law invalidates the Tax Increment Reimbursement provided in support of the Project, the Participant is hereby released from any and all obligations made by the Participant to the Agency. For further clarity, the Participant at its sole and exclusive discretion may, without penalty, terminate its obligations under this Agreement if any change in law invalidates the Participant's right to receive all or any portion of the Tax Increment Reimbursement. For purposes of this Section 4.5 and Section 4.6 below, the Agency's agreement to cooperate means the Agency agrees to (i) to provide information and data necessary to defend against such action, and (ii) not cause delay in the prosecution/defense of the action, provided such cooperation shall not require any Party to waive any rights against the other Party.

4.6 Declaration of Invalidity

In the event a court of competent jurisdiction after final adjudication (by the highest court to which the matter may be appealed) (i) declares that the Agency cannot receive HTRZ Funds or reimburse the Participant from HTRZ Funds as provided in this Agreement, (ii) invalidates the HTRZ, or (iii) takes any other action which eliminates or reduces the amount HTRZ Funds paid to the Agency, the Agency's obligation to pay the Tax Increment Reimbursement to the Participant hereunder shall be accordingly reduced or eliminated. The Participant specifically reserves and does not waive hereunder any right it may have to challenge a ruling, decision or order by any court that would reduce or eliminate the payment of HTRZ Funds to the Agency. The Participant acknowledges, understands and agrees that the Agency is under no obligation to challenge a ruling, decision or order by any court that reduces or eliminates the payment of HTRZ Funds to the Agency; provided, the Agency will not oppose the Participant and, if requested by the Participant, will cooperate with the Participant if the Participant challenges a ruling by any court. Additionally, if any court invalidates the HTRZ, the Interlocal Agreement or this Agreement as a result of a procedural defect, the Agency shall take such actions as are necessary to correct such procedural defect. In the event any court invalidates the Tax Increment Reimbursement provided in support of the Project, the Participant is hereby released from any and all obligations made by the Participant to the Agency. For further clarity, the Participant at its sole and exclusive discretion may, without penalty, terminate its obligations under this Agreement if any court invalidates the Participant's right to receive all or any portion of the Tax Increment Reimbursement.

4.7 New Taxes

The Agency shall not consent to an amendment or modification of any existing Taxes so as to cause them to first become applicable to the HTRZ or the Participant after the Effective Date, and if existing Taxes are so amended or modified, the Agency shall seek to amend the Interlocal Agreement to include such Taxes and will make economic development payments subject to the requirements of this this Agreement, equal to all such Taxes to the Participant to the fullest extent the Agency is legally able to do so. The Agency will not consent to any increase in the applicable rate, as of the Effective Date, of any Tax affecting the HTRZ unless such increase is pursuant to, and in proportion with, an across-the-board increase in all rates for such Tax.

5 DEVELOPMENT OF THE PROJECT

If and to the extent the Participant elects to develop the Project, the Participant agrees to develop, or cause to be developed, the Project as permitted by the Area Plan.

6 DEFAULTS, REMEDIES AND TERMINATION

6.1 Default

If either the Agency or the Participant fails to perform or delays performance of any term or provision of this Agreement or any representation or warranty made herein proves to be false or misleading in any material respect when made, such conduct shall constitute default hereunder. The Party in default must commence to cure, correct, or remedy such failure or delay and shall complete such cure, correction, or remedy within the periods provided in Section 6.3 hereof.

6.2 Notice

If a default under this Agreement occurs, the non-defaulting Party shall give written notice of the default (a "**Default Notice**") to the Party in default, specifying the nature of the default. Failure or delay in giving a Default Notice shall not constitute a waiver of any default or operate as a waiver of any rights or remedies of the non-defaulting Party; but the non-defaulting Party shall have no right to exercise any remedy hereunder without delivering the Default Notice as provided herein. Delays by either Party in asserting any right or remedy hereunder shall not deprive either Party of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert, or enforce any such rights or remedies.

6.3 Cure Period

The non-defaulting Party shall have no right to exercise a right or remedy hereunder unless the subject default continues uncured for a period of one hundred eighty (180) days after delivery of the Default Notice with respect thereto or, where the default is of a nature which cannot be cured within such one hundred eighty (180) day period, the defaulting Party fails to commence such cure within one hundred eighty (180) days and to diligently proceed to complete the same. A default which can be cured by the payment of money is understood and agreed to be among the types of defaults which can be cured within one hundred eighty (180) days. Notwithstanding the foregoing, with respect to any event of default arising with respect to a non-monetary obligation of a Party hereunder, the non-defaulting Party shall have no right to exercise a right or remedy hereunder unless and until the defaulting Party fails to fully rectify and cure the default within one hundred and eighty (180) days after final adjudication (by the highest court to which the matter may be appealed) that the defaulting Party is in default under this Agreement (or, where the default is of a nature which cannot be cured within such one hundred eighty (180) day period, the defaulting party fails to commence such cure within one hundred eighty (180) days, if reasonably possible, and to diligently proceed to complete the same). During the period of time, if any, that a judicial determination of an alleged default by the Participant is proceeding, the Agency obligation to pay to the Participant that portion of the Tax Increment Reimbursement which is at issue shall continue unless a final non-appealable judgement determines that the Agency did not have an obligations to pay all or a portion of the Tax Increment Reimbursement, in which event, such portion of the Tax Increment Reimbursement shall be repaid by the Participant to Agency within 60 days upon the final non-appealable judgement.

6.4 Rights and Remedies

Upon the occurrence and during the continuance of an event of default beyond all applicable notice and cure periods hereunder (an "**Event of Default**") by the Agency, the Participant shall have all rights and remedies against Agency as may be available at law or in equity, including, without limitation, the right to obtain specific performance, to recover damages for any default, or to obtain any other remedy consistent with the purposes of this Agreement. If Participant has actual damages (excluding any consequential, punitive, or special damages) as a result of such Event of Default the Participant may seek to recover such damages in an amount not to exceed the amount of the Tax Increment Reimbursement which were required to be paid to the Participant. Upon the occurrence and during the continuance of an Event of Default by the

Participant, the Agency may terminate this Agreement and, if the Agency has actual damages (excluding any consequential, punitive, or special damages) as a result of such Event of Default the Agency may seek to recover such damages in an amount not to exceed the amount of the Tax Increment Reimbursement actually received by the Participant. Such rights and remedies are cumulative, and the exercise of one or more of such rights or remedies shall not preclude the exercise, at the same or different times, of any other rights or remedies for the Event of Default or any other Event of Default by the defaulting Party.

6.5 Legal Actions

6.5.1 Venue

All legal actions must be instituted in the Fourth Judicial District Court for the State of Utah, unless they involve a case with mandatory federal jurisdiction, in which case they must be instituted in the Federal District Court for the District of Utah.

6.5.2 Services of Process

Service of process on the Agency shall be made by personal service upon the Executive Director of the Agency, or in such other manner as may be provided by law.

Service of process on the Participant shall be by personal service upon the Participant at the address provided herein. The Participant shall notify Agency of any change in its address by delivering written notice to Agency.

6.5.3 Applicable Law

The laws of the State of Utah shall govern the interpretation and enforcement of this Agreement.

6.5.4 Waiver of Jury Trial.

Each Party hereto hereby irrevocably waives any and all rights it may have to demand that any action, proceeding or counterclaim arising out of or in any way related to this Agreement be tried by jury. This waiver extends to any and all rights to demand a trial by jury arising from any source, including but not limited to the Constitution of the United States, the Constitution of any state, common law or any applicable statute or regulation. Each Party hereby acknowledges that it is knowingly and voluntarily waiving the right to demand trial by jury.

6.5.5 Early Termination by Participant.

The Participant may at any time elect to terminate this Agreement by providing written notice to the Agency, in which event, this Agreement shall terminate as of the date of the delivery of such notice to the Agency.

7 GENERAL PROVISIONS

7.1 Notices, Demands, and Communications Among the Parties

Notices, demands, and communications between the Agency and the Participant shall be sufficiently given if personally delivered or if dispatched by registered or certified mail, postage prepaid, return receipt requested, or an overnight commercial delivery service to the principal offices of the Agency and the Participant, as designated in Section 1.4 hereof. Either Party hereto may change its address specified for notices herein by designating a new address by notice in accordance with this Section. All such notices and other communications shall be effective upon actual receipt by the relevant Party or, if delivered by overnight courier service, upon the first business day after the date deposited with such courier service for overnight (next-day) delivery or, if mailed, upon the third business day after the date deposited into the mail or, if delivered by hand, upon delivery.

7.2 Severability

In the event that any condition, covenant or other provision herein contained is held to be invalid or void by a court of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement and shall in no way affect any other condition, covenant or provision herein contained unless such severance shall have a material effect on the terms of this Agreement. If such condition, covenant or other provision shall be deemed invalid due to its scope, all other provisions shall be deemed valid to the extent of the scope or breadth permitted by law.

7.3 Nonliability of Agency Officials and Employees

No member, director, officer, agent, employee, or consultant of the Agency shall be personally liable to the Participant, or any successor in interest, in the event of any default or breach by the Agency or for any amount which may become due to the Participant or its successors or on any obligations under the terms of this Agreement. No member, director, officer, agent, employee, or consultant of the Participant shall be personally liable to the Agency, or any successor in interest, in the event of any default or breach by the Participant or for any amount which may become due to the Agency or its successors or on any obligations under the terms of this Agreement.

7.4 Enforced Delay; Extension of Time and Performance

In addition to the specific provisions of this Agreement, neither Party shall be deemed to be in default hereunder when its fails to perform or delays performance of any non-monetary obligations under this Agreement to the extent due to war, insurrection, strikes, lock-outs, riots, floods, earthquakes, fires, casualties, acts of God, acts of a public enemy, epidemics, quarantine restrictions, freight embargoes, lack of transportation, newly enacted governmental restrictions unusually severe weather, inability to secure necessary labor, materials or tools, acts or failure to act of the Agency (with respect to the Participant only) or any other public or governmental entity. An extension of time to perform shall be granted as a result of any of the foregoing causes, which extension shall be for the period of the forced delay and shall run from the time of the commencement of the cause, if notice is sent by the Party claiming such extension to the other Party within thirty (30) days of actual knowledge of the commencement of the cause. Time of

performance under this Agreement may also be extended in writing by the Agency and the Participant by mutual agreement.

7.5 Approvals

Whenever the consent or approval is required of any Party hereunder, such consent or approval shall not be unreasonably withheld, delayed or conditioned except as otherwise specifically provided herein, and shall be in writing.

7.6 Time of the Essence

Time shall be of the essence of this Agreement.

7.7 Interpretation

The Parties hereto agree that they intend by this Agreement to create only the contractual relationship established herein, and that no provision hereof, or act of either Party hereunder, shall ever be construed as creating the relationship of principal and agent, or a partnership, or a joint venture or enterprise among the Parties hereto.

7.8 No Third-Party Beneficiaries

It is understood and agreed that this Agreement shall not create in either Party hereto any independent duties, liabilities, agreements, or rights to or with any third party, nor does this Agreement contemplate or intend that any of the benefits hereunder should accrue to any third party.

7.9 Effect and Duration of Covenants; Term of Agreement

The covenants contained in this Agreement shall, without regard to technical classification and designation, bind the Participant and Agency and any of their respective successors in interest. The covenants contained in this Agreement shall inure to the benefit of and in favor of the Agency and the Participant and to their respective successors and assigns during the term of this Agreement. Except as otherwise provided herein, the term of this Agreement shall run from the Effective Date until the expiration of the last Increment Period, provided, the Parties shall continue to have the right to seek to enforce, or commence proceeding to enforce, the obligations of the other Party that arose prior to the termination of this Agreement.

8 ENTIRE AGREEMENT, WAIVERS AND AMENDMENTS

8.1 This Agreement may be executed in duplicate originals, each of which shall be deemed an original. This Agreement, including all Exhibits hereto, constitutes the entire understanding and agreement of the Parties with respect to the matters set forth herein. All Exhibits attached hereto are hereby incorporated herein by reference and are made a part hereof as though fully set forth herein.

8.2 When executed by both Parties, this Agreement integrates all of the terms and conditions mentioned herein or incidental hereto and supersedes all negotiations or previous agreements between or among the Parties with respect to all or any part of the Project and the development thereof.

8.3 All waivers of the provisions of this Agreement must be in writing. This Agreement and any provisions hereof may be amended only by mutual written agreement by the Participant and the Agency.

8.4 Each Party hereto hereby represents and warrants unto the other as of the Effective Date that (i) this Agreement has been duly authorized by such Party and when executed and delivered will constitute the valid, legal and binding agreement and obligation of such Party enforceable against such Party in accordance with the terms hereof, and (ii) each person signing on behalf of such Party has been duly authorized by the governing body or board of such Party to bind such Party to the terms and conditions hereof.

8.5 In the event any litigation ensues with respect to the rights, duties and obligations of the Parties under this Agreement, the unsuccessful Party in any such action or proceeding shall pay for all costs, expenses and reasonable attorney's fees incurred by the prevailing party in enforcing the covenants and agreements of this Agreement. The term "prevailing party," as used herein, shall include, without limitation, a Party who obtains legal counsel and (a) brings action against the other Party by reason of the other Party's breach or default and obtains substantially the relief sought, whether by compromise, settlement or judgment or (b) defends an action against brought by the other Party and the other Party fails to obtain substantially the relief sought, whether by compromise, settlement or judgment.

9 MORTGAGEE PROTECTIONS; ESTOPPEL

9.1 The Parties hereto agree that this Agreement shall not prevent or limit the Participant from encumbering the Project or any estate or interest therein, portion thereof, or any improvement thereon, in any manner whatsoever by one or more mortgages, deeds of trust, sale and leaseback, or other form of secured financing ("**Mortgage**") with respect to the construction, development, use or operation of the Project and parts thereof. The Agency acknowledges that the lender(s) providing such Mortgages may require certain interpretations and modifications to this Agreement and the Agency agrees, upon request, from time to time, to meet with the Participant and representatives of such lender(s) to negotiate in good faith any such request for interpretation or modification. The Agency will not unreasonably withhold its consent to any such requested interpretation or modification, provided such interpretation or modification is consistent with the intent and purposes of this Agreement.

9.2 Notwithstanding any of the provisions of this Agreement to the contrary, the Participant shall have the right to assign its rights to receive all or a portion of Tax Increment payable to Participant hereunder to one or more holders of a Mortgage

(each a "**Mortgagee**") without the consent of the RDA. Notwithstanding the assignment of such rights to a Mortgage, a Mortgagee shall not have any obligation or duty to perform pursuant to the terms set forth in this Agreement.

9.3 If requested in writing by a Mortgagee, the RDA shall deliver to such Mortgagee any notice of default delivered to the Participant hereunder. A Mortgagee shall have the right, but not the obligation, to cure such default within thirty (30) days after such Mortgagee receives such notice, or such longer periods as may be reasonably necessary for the Mortgagee to exercise its remedies with respect to the Phase(s) subject to the Mortgage held by such Mortgagee so long as such Mortgage promptly commences the cure of such default following Mortgage's obtaining possession of the applicable Phases and diligently prosecutes the same to completion, during which period the RDA shall not exercise any remedies hereunder with respect to the Phase encumbered by such Mortgage.

9.4 If this Agreement is terminated as to any portion of the Project by reason of (i) any Event of Default or (ii) as a result of a bankruptcy proceeding of the Participant, or if this Agreement is disaffirmed by a receiver, liquidator, or trustee for the Participant or its property, the Agency, if requested by any Mortgagee, shall negotiate in good faith with such Mortgagee for a new CRA Participation Agreement for the Project as to such portion of the Project with the most senior Mortgagee requesting such new agreement.

9.5 At any time, and from time to time, the Participant may deliver written notice to the Agency, and the Agency may deliver written notice to the Participant, requesting that such Party certify in writing that, to the knowledge of the certifying Party (i) this Agreement is in full force and effect and a binding obligation of the Parties, (ii) this Agreement has not been amended, or if amended, the identity of each amendment, (iii) the requesting Party is not then in breach of this Agreement, or if in breach, a description of each such breach, and (iv) any other factual matters reasonably requested (an "**Estoppel Certificate**"). The Executive Director of the Agency shall be authorized to execute, on behalf of the Agency, any Estoppel Certificate requested by the Participant which complies with this Section 9.5 within fifteen (15) days of a written request for such Estoppel Certificate. The Agency's failure to furnish an Estoppel Certificate within fifteen (15) days after request therefor shall be conclusively presumed that: (a) this Agreement is in full force and effect without modification in accordance with the terms set forth in the request; and (b) that there are no breaches or defaults on the part of the Participant. The Agency acknowledges that an Estoppel Certificate may be relied upon by transferees or successors in interest to the Participant and by Mortgagees holding an interest in the Property.

10 CONFIDENTIALITY

10.1 The Parties acknowledge and agree that this Agreement shall become a public record under Utah law, and that discussion regarding this Agreement shall take place before the Agency board in open session. The Agency covenants that it will hold all information obtained by it that Participant has designated Confidential

Business Information under Section 10.2 below, or any person employed by or representing the Agency, related to the Participant's business in strictest confidence and the Agency covenants not to disclose, divulge or otherwise communicate in any manner to any person or entity, other than to those parties necessary to verify compliance with this Agreement, provided that such parties are likewise under reasonable confidentiality obligations and not subject to public disclosure unless otherwise required by applicable laws.

10.2 The Participant may designate any trade secrets or confidential business information included in any report or other writing delivered to the Agency pursuant to or in connection with this Agreement by any method intended to clearly set apart the specific material that the Participant claims to be either its trade secrets or confidential business information that, if released, would give an advantage to competitors of the Participant and serve no public purpose (such information, collectively, "**Confidential Business Information**"). The Agency shall redact or delete from any records it makes available for inspection or of which it provides copies any material designated by the Participant as Confidential Business Information. Promptly following the Agency's receipt of any request to provide copies of public records relating to this Agreement or the Project or for inspection of the same by any third party, the Agency shall give written notice and a copy of such request to the Participant. The Agency shall not allow inspection or provide copies of any such records until the Agency shall have had not less than ten (10) business days excluding the day of receipt to determine whether to contest the right of any party to inspect or receive copies of the records or to inspect such records without redaction of the Confidential Business Information. Any such action to enjoin the release of Confidential Business Information may be brought in the name of the Participant or the Agency. The costs, damages, if any, and attorneys' fees in any proceeding commenced by the Participant or at its request by the Agency to prevent or enjoin the release of Confidential Business Information in any public records relating to this Agreement or the Project shall be borne by the Participant.

[SIGNATURES ON THE FOLLOWING PAGE]

SIGNATURE PAGE TO THE PARTICIPATION AGREEMENT

LEHI CITY REDEVELOPMENT AGENCY, a political subdivision of the State of Utah

By:_____

Attest:

By:_____

THANKSGIVING STATION DEVELOPMENT PARTNERS, LLC, a Utah limited liability company, by its managers

KC Gardner Company, L.C.,
a Utah limited liability company

By: _____
Name:
Its: Manager

STACK Real Estate, LLC,
a Utah limited liability company

By: _____
Name:
Its: Manager

Exhibit A

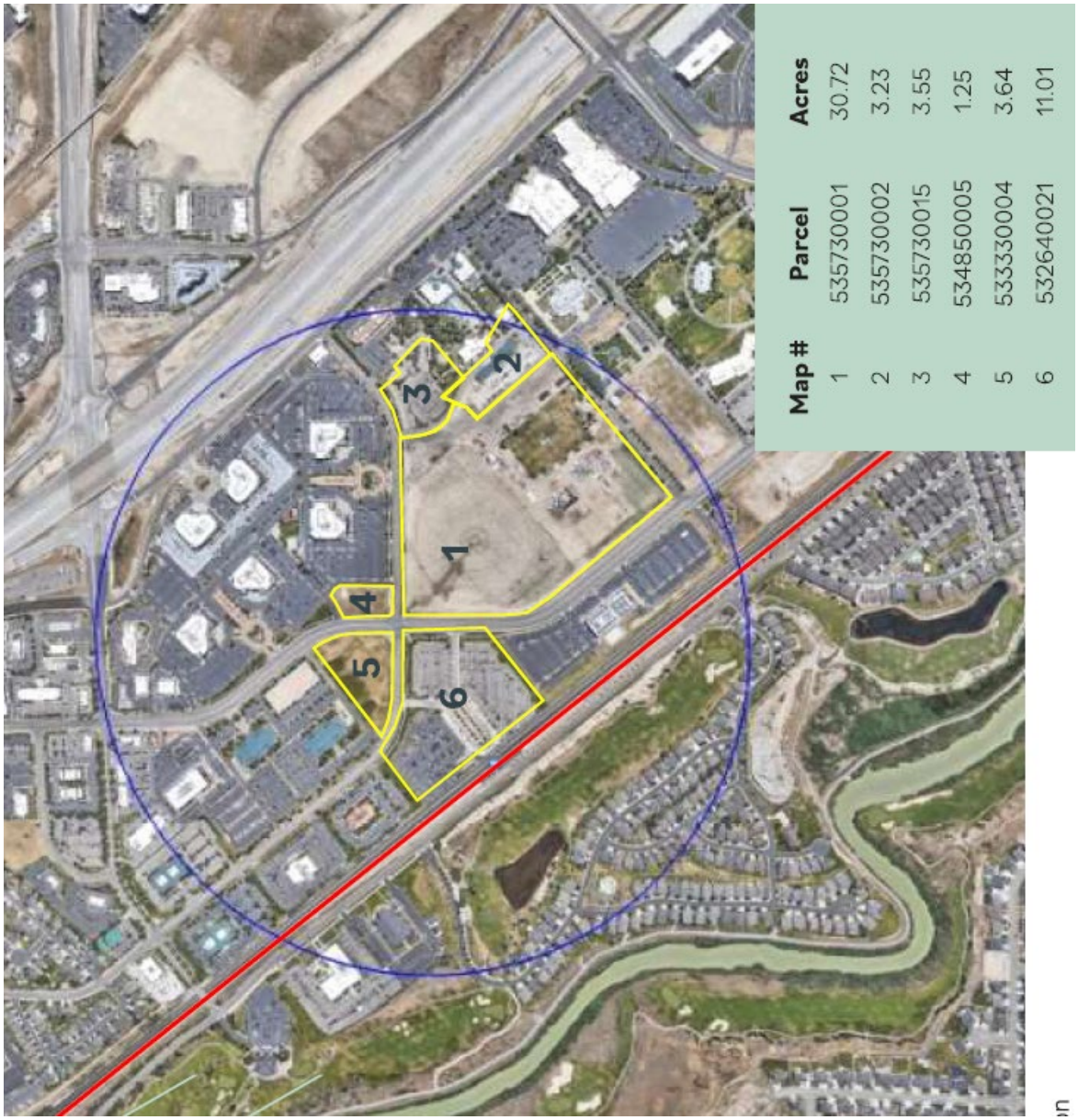
HTRZ Approval

Exhibit B

HTRZ Application

Exhibit C

HTRZ



Map #	Parcel	Acres
1	535730001	30.72
2	535730002	3.23
3	535730015	3.55
4	534850005	1.25
5	533330004	3.64
6	532640021	11.01

Exhibit D

Interlocal Agreement with City

Exhibit E

Legal Description of Real Property Within the Project

Lot 1, Thanksgiving Point Plat 'G' Amended, Amending Thanksgiving Point Plat 'G', Commercial Development, as shown on the official plat thereof recorded in the office of the Utah County Recorder on September 25, 2018, as Entry No. 91822:2018.

Governor's Office of Economic Opportunity

Housing and Transit Reinvestment Zone Committee

Lehi City Thanksgiving Station Proposal

Thanksgiving Point, Visa Building, 5th Floor Conference Room
2901 Ashton Blvd, Lehi, Utah 84043

November 13, 2023 • 1:00 – 2:15 PM

MINUTES

Committee Members Attending: Representative Mike Schultz, Senator Wayne Harper, Jim Grover, Jim Evans, Mayor Mark Johnson, Kirt Slaugh (remote), Beth Holbrook, Commissioner Amelia Powers Gardner, Jason Sundberg, Shawn Lambert

GOEO Staff Attending: Tanner Anderson, Allison James-Garcia, Hyrum Worth, Ryan Starks

Guests Attending: Susan Becker (ZPFI), Elliott Clark (Attorney General's Office)
Lehi Representatives: Marlin Eldred, Jason Walker
Developer Partner Representatives: Ryan Thomas, David Denison, and other developer partner representatives, including representatives from Thanksgiving Point
MPO representatives: LaNiece Davenport (MAG - remote)

*The first four minutes and 34 seconds of the meeting were muted and, therefore, not included in the audio recording. The missed time consists of the Welcome and Introductions and Approval of Minutes. Jim Grover, chair of the committee, restated Approval of Minutes section at the end of the meeting for the official record. The audio recording begins with the Oath of Office.

1. **Welcome and Introductions***

Jim Grover of the Governor's Office of Economic Opportunity welcomed everyone to the HTRZ meeting. This meeting is occurring because Lehi submitted an application for the creation of an HTRZ. Jim had each committee member and presenter introduce themselves. Everyone was in-person except for Kirt Slaugh, who joined remotely.

2. **Approval of Minutes***

The minutes from the last HTRZ Committee, which took place on November 8, 2023, were approved. Jim Evans motioned to approve the minutes, and Beth Holbrook seconded the motion. Representative Schultz, Senator Harper, Jim Evans, Beth Holbrook, Kirt Slaugh, and Jim Grover voted to approve the minutes.

New members who were not in the November 8, 2023 meeting abstained from voting. Abstaining votes included Mark Johnson, Amelia Powers Gardner, Jason Sundberg, and Shawn Lambert.

3. Oath of Office

Tanner Anderson, GOEO staff, administered the oath of office to new members, including Mark Johnson, Amelia Powers Gardner, and Jason Sundberg. All three were present in person to receive the oath of office.

Representative Mike Schultz, Jim Grover, Senator Wayne Harper, Jim Evans, Beth Holbrook, Shawn Lambert, and Kirt Slaugh all took oaths of office earlier and did not need to be sworn in again.

4. Overview of Proposal

Mayor Mark Johnson provided an overview of the Lehi HTRZ, including high-level overview of Lehi's growth initiatives and how HTRZ /TOD fits into these initiatives. He emphasized Lehi City being conscious of the current and future housing needs and the need for higher density in some areas to help mitigate housing issues.

Marlin Eldred, Economic Development Director for the City of Lehi, presented the HTRZ proposal in-depth. Marlin discussed how this proposal is a partnership between Lehi City, UTA, Thanksgiving Point, the Gardner Group, and STACK Real Estate.

- Overview
    - 1,800 multifamily units
        - Including 162 units at 80% AMI and 54 units at 60% AMI
            - Affordable units will be interspersed throughout the project and be equivalent quality to the market rate units
        - Average of 76 units per acre
    - 770,000 square feet of Class A Office Space
    - 80,000 square feet of retail shops and restaurants
    - 70,000 square foot lifestyle climbing gym
    - The linking and expansion of a regional trail system promoting active transportation, including walking promenade
- Increased development costs
    - Increased costs include residential higher density and structure parking, affordable housing, and office higher density and structure parking.
    - Combined total = $237M
    - $122M of tax increment
    - Even with full HTRZ participation, the developers will still need to cover a $115M investment gap.

Marlin discussed how the Lehi Station HTRZ meets the objectives of the HTRZ statute. It will promote greater utilization of public transit through proximity, connectivity, and Last Mile Solutions (multi-use paths for active transportation options), including how the Lehi Station HTRZ fits within the major transit corridor and other planned TODs (i.e., The Point and Utah City). As highlighted earlier, the proposal provides affordable housing at 12%. The HTRZ also looks to 1) improve water conservation and air quality and 2) increase access to employment and educational opportunities that are already in the area (Silicon

Slopes, Thanksgiving Point, UVU, etc.), as well as what is planned in the proposal, and 3) encourage transformative mixed-use development.

Lastly, Marlin compared the status quo vs. HTRZ – without HTRZ funding, densifying around the Lehi FrontRunner station is not financially feasible. Beth Holbrook commented that she appreciated the attention to the walkability piece, including having the walk be a pleasant experience.

Jim Grover asked about the standard non-HTRZ development (status quo). Marlin described the status quo as traditional garden-style, three stories, no elevators, surface parking with some coverings, 30 units to the acre. With HTRZ, they are looking at 76 units to the acre, five stories with internal structured parking (which also assists with the development's ambiance/ look & feel).

Elliot Clark, AG's office, asked for clarification on the statute that 51% of the developable area be residential. Marlin and David Denison (Gardner Group) confirmed that the residential will be over 51% of the developable area.

5. Review of Zions Public Finance Gap Analysis

Susan Becker of Zions Public Finance, Inc. (ZPFI) provided a review of ZPFI's gap analysis and review. ZFPI found a slightly different number for density – 66 units per acre on 51% of the total 53.4 parcel acres vs. the applicant's 76 – either way, both will comply with the statute. The gap included in this proposal results from affordable housing units, enhanced construction costs, and public infrastructure.

- Affordable housing:
  - $91,000 per unit (higher in Tech Corridor)
- Enhanced construction costs
  - Office - $417; multlifamily - $357 per gross sf
  - Comparable application - $397
- Infrastructure
  - $17M for power infrastructure

Susan indicated the increment generated outlined in the proposal is similar to the numbers ZPFI found:

> 80% increment (property tax): Applicant = $122 million; ZPFI = $116 million over 25 consecutive years on each parcel with a 45-year period

Susan reviewed the trigger dates, as this issue was discussed at length at the last HTRZ committee meeting. Susan indicated the assumed absorption to be over nine years, with nine trigger dates. Based on the discussion at the previous meeting, Susan included an additional valuation not included in the gap analysis report, which states $98.7M with the Year 1 trigger date and 25 years total.

Susan reviewed the projections provided by the applicant for increased costs, and ZFPI found the applicant's projections within a reasonable range. ZFPI's total costs were slightly lower ($233.5M) vs. applicant ($237M).

6. Deliberation on a Motion

Jim Grover asked about how they plan to implement the affordable housing standard. Marlin indicated that discussion during the proposal process included that it is important to have the affordable housing units spread throughout the development, and the development agreement will consist of the affordable housing units being deed-restricted at least through the duration of the HTRZ.

The issue of ownership arose and was discussed various times throughout the meeting. One question was who would own the deed-restricted affordable units. Marlin indicated that the deed-restricted units would not be borne by one developer but dispersed to UTA, the Gardner Group, and STACK real estate. Marlin also stated that the project only has rental units but that there are many current and planned for-sale products in the area. Mayor Johnson indicated the City is currently writing code that will ensure a certain percentage (20%) of new builds will be for sale products.

Marlin clarified the trigger date issue that Jim and Susie brought up earlier. He indicated they are looking at possibly three trigger dates spaced about 3-4 years apart.

Senator Harper asked about parking ratios (shared parking with residential and amenities), office space, for-sale products (ownership opportunities), and the UTA project.

Representative Schultz commended Lehi City on completing this process and completing this HTRZ is the right place. He also applauded going above the statute for affordable housing units at 12% and going to 60% AMI for some of the units. Representative Schultz, Commissioner Powers Gardner, and Jim Evans commented on the need for housing options and opportunities for future generations and how current/status quo housing is pricing many people out of the housing market.

Commission Powers Gardner also asked about the nearest grocery store and wants to make sure essential amenities are transit friendly in this area. She also discussed how this development project and other nearby development project, such as The Point and Utah City, are part of an overall strategy and are not competitors.

Shawn Lambert commented on water issues and indicated Lehi City has been a good partner and is understanding of the water issues.

Funding Request: 80% tax increment for personal and real property not to exceed 25 years per phase and not to exceed the state mandate of a total of 45 years for the entire project life. The proposal anticipates a total of 216 units of affordable housing which is a total of (12%). 9% of the units will be reserved for 80% AMI (162) and an additional 3% of the units reserved for 60% AMI (54). The unites will be disbursed throughout all the development and all phases and not reserved for one building for the final phase.

Draft Motion: **The Housing and Transit Reinvestment Zone Committee approves the project, as presented to the committee, located within 1/3 mile of the Frontrunner Lehi Station for the duration of 25 years per parcel, for a maximum of up to 45 years, for a maximum capture of 80% property tax increment with the requirement of 12% of affordable housing of at least 80% of AMI, estimated at $237 million.**

The motion was made by Senator Harper and seconded by Representative Schultz. The motion passed unanimously.

7. **Adjourn**

THANKSGIVING POINT
HOUSING TRANSIT REINVESTMENT ZONE (HTRZ)
INTERLOCAL AGREEMENT
by and between the
LEHI CITY REDEVELOPMENT AGENCY
and
LEHI CITY

THIS INTERLOCAL AGREEMENT is entered into as of this _____ day of _____, 2026, by and between the **LEHI CITY REDEVELOPMENT AGENCY** (the **"Agency")** and Lehi City (the **"Taxing Entity"**) (collectively, the "**Parties**").

A. WHEREAS, the Agency was created pursuant to the provisions of the Utah Redevelopment Law and the Agency continues to operate under the Limited Purpose Local Government Entities – Community Development and Renewal Agencies Act, Title 17C of the Utah Code (the "**Act**"), and is authorized thereunder to conduct urban renewal, economic development, and community reinvestment activities within the Lehi, Utah, as contemplated by the Act; and

B. WHEREAS, the Taxing Entity made application for a housing and transit reinvestment zone in conjunction with the Developer (defined below) to the Governor's Office of Economic Opportunity ("**GOEO**") which application was approved by GOEO on November 13, 2023 (the "**Approval Date**") which approval created the Thanksgiving Point Housing and Transit Reinvestment Zone in accordance with the requirements of Utah Code Annotated ("**UCA**") §63N-3-605(9)(hereinafter "**HTRZ**") a copy of which approval and application for the HTRZ is attached hereto as **EXHIBIT A.** Exhibit A includes the legal description and a map of the HTRZ, pursuant to which the Agency desires to encourage, promote and provide for the development by Developer of a mixed use project which may, or to the extent required by the HTRZ, shall, consist of retail, restaurants, and multi-family housing (the "**Project**"); and

C. WHEREAS, per UCA §63N-3-607(2)(c)(i) the Agency has been designated as the administering agent for the housing and transit reinvestment zone funds; and

D. WHEREAS, the Taxing Entity and the Agency have determined that it is in the best interests of the Taxing Entity and its citizens to provide certain financial assistance to the Developer for the development of the Project through the use of Tax Increment (as defined below) in connection with the development of the Project in the HTRZ as set forth in the HTRZ application; and

E. WHEREAS, the Agency anticipates providing a portion of the property tax increment (as defined in UCA §63N-3-602(32)(hereinafter "**Tax Increment**"), created by the HTRZ, to assist in the development and completion of the Project as provided in the HTRZ application; and

F. **WHEREAS,** UCA §63N-3-607(2)(c)(i) authorizes a county that collects property tax on property located within the HTRZ to distribute to the Taxing Entity any property tax increment the Taxing Entity is authorized to receive up to the maximum amounts set forth in the HTRZ approval (the "**HTRZ Funds**"); and

G. **WHEREAS** UCA §63N-3-607(2)(c)(ii) requires that before the Agency receive HTRZ Funds that the Taxing Entity and Agency enter into an interlocal agreement which is consistent with the HTRZ approval; and

H. **WHEREAS,** in order to facilitate development of the HTRZ, the Taxing Entity desires to pay to the Agency a portion of the Taxing Entity's share of Tax Increment generated by the HTRZ in accordance with the terms of this Agreement; and

I. **WHEREAS,** the provisions of applicable Utah State law shall govern this Agreement, including the Act and the Interlocal Cooperation Act, Title 11 Chapter 13 of the UCA, as amended (the **"Cooperation Act").**

NOW, THEREFORE, in consideration of the mutual promises set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. **Taxing Entity's Consent.**

a. Pursuant to UCA §63N-3-605(9) and Section 11-13-215 of the Cooperation Act, the Taxing Entity hereby agrees and consents that the Agency shall be paid 80% of the Tax Increment generated within the HTRZ (the "**Taxing Entity's Share**") for a period of 45 years (the "**Tax Increment Collection Period**"), which Tax Increment Collection Period shall be commenced by the Agency in accordance with the Participation Agreement (defined below). The Taxing Entity's Share payable to the Agency shall not exceed One hundred fifty-two million, six hundred eighty thousand, nine hundred and sixty-two dollars ($152,680,962.00). The Taxing Entity's Share shall be used for the purposes set forth in UCA §63N-3-607(5)(a) as reflected herein and in the HTRZ approval and shall be disbursed as specified herein. The calculation of annual Tax Increment shall be made using the actual Tax Increment received by Taxing Entity from the HTRZ.

b. Notwithstanding the foregoing, if the Agency receives in less than forty-five (45) years Tax Increment from the HTRZ in amounts sufficient to retire, pay, or otherwise satisfy in full all of the payment and reimbursement obligations of the Agency with regard to the HTRZ, including but not limited to obligations under the Participation Agreement the Agency shall cease collecting the Taxing Entity's Share under this Agreement. It is the intent of the Parties that the payment and use of Tax Increment from the HTRZ for eligible Project costs will not extend over a period longer than forty-five (45) years following UCA §63N-3-603(4)(a)(ii).

c. The Project may be developed in one or more Phases. A "Phase" means each phase of the development of the Project as determined by the Developer, which Phase shall include at least one (1) Building and any associated real property identified and designated by the Developer. The first year of

payment of the Taxing Entity's Share of Tax Increment to the Agency shall be determined by the Agency. The Agency may trigger the collection of Tax Increment for a Phase by delivering a letter or other written request to the Taxing Entity identifying such Phase (the "Trigger Notice"). The Agency shall be entitled to receive Tax Increment for each Phase for an initial period of twenty-five (25) full calendar years commencing with the year after the Agency delivers a Trigger Notice for such Phase (each, an "Increment Period"); provided, however, notwithstanding anything contained in this Agreement to the contrary, the Agency will no longer be entitled to receive tax increment on any Phase after the forty-fifth (45th) tax year following the trigger year of the first Increment Period.

2. Authorized Uses of Tax Increment. The Parties agree that the Agency may apply the Taxing Entity's Share to the payment of any of the components of the HTRZ as described herein and contemplated in the HTRZ application, including reimbursements of costs incurred by developers or participants within the project area as permitted by UCA §63N-3-607(5)(a), administrative, overhead, legal, and other operating expenses of the Agency, and any other purposes deemed appropriate by the Agency, all as authorized by the Act. Without limiting the generality of the foregoing, the Agency shall be permitted to enter into a participation agreement (the "Participation Agreement") with Thanksgiving Point Development Partners, LLC (together with its successors and/or assigns, the "Developer"), pursuant to which the Agency will agree to reimburse the Developer for costs incurred by Developer in connection with the development of the Project and which are permitted to be reimbursed to Developer under UCA §63N-3-607(5)(a) and the HTRZ approval; provided, the foregoing will not prevent the Agency from entering into additional participation agreements with other parties for development of projects within the HTRZ. Amounts reimbursed by the Agency shall only be paid from HTRZ Funds actually paid to the Agency. Such Participation Agreement shall be consistent with the terms and conditions of this Agreement and the HTRZ approval.

3. Property Tax Increase. This Agreement provides for the payment of the increase in real, personal property, and centrally assessed property taxes collected from the HTRZ. Without limiting the foregoing, this Agreement includes Tax Increment resulting from an increase in the tax rate within the HTRZ. It is expressly understood that the Tax Increment which is the subject of this Agreement is only the Tax Increment actually collected from the HTRZ.

4. No Third-Party Beneficiary. Except with respect to the Developer under the Participation Agreement, nothing in this Agreement shall create or be read or interpreted to create any rights in or obligations in favor of any person or entity not a party to this Agreement. Except for the parties to this Agreement and the Developer pursuant to the Participation Agreement, no person or entity is an intended third-party beneficiary under this Agreement.

5. Due Diligence. Each of the Parties acknowledges for itself that it has performed its own review, investigation, and due diligence regarding the relevant facts upon which this Agreement is based, including representations of the Agency concerning the Project and the Project's benefits to the community and to the Parties, and each Party relies upon its own understanding of the relevant law and facts, information, and representations, after having completed its own due diligence and investigation.

6. Interlocal Cooperation Act. In satisfaction of the requirements of the Cooperation Act in connection with this Agreement, the Parties agree as follows:

a. This Agreement shall be authorized and adopted by resolution of the legislative body of each Party pursuant to and in accordance with the provisions of Section 11-13-202.5 of the Cooperation Act;

b. This Agreement shall be reviewed as to proper form and compliance with applicable law by a duly authorized attorney on behalf of each Party pursuant to and in accordance with the Section 11-13-202.5(3) of the Cooperation Act;

c. A duly executed original counterpart of this Agreement shall be filed immediately with the keeper of records of each Party pursuant to Section 11-13-209 of the Cooperation Act;

d. The Chair of the Agency is hereby designated the administrator for all purposes of the Cooperation Act, pursuant to Section 11-13-207 of the Cooperation Act;

e. The term of this Agreement shall commence on the publication of the notice required by Section 17C-5-204(2) of the Act and shall continue through the date on which all of the Taxing Entity's Share has been paid to and disbursed by the Agency as provided herein or the Agency ceases to receive such Tax Increment pursuant to Section 1.b. hereof.

f. Should a Party to this Agreement desire to terminate this Agreement, in part or in whole, each Party to the Agreement must adopt, by resolution, an amended Interlocal Cooperation Agreement stating the reasons for such termination. Any amended Interlocal Cooperation Agreement must be in harmony with any development/participation agreement(s) entered into by the Agency as described in this Agreement.

g. Following the execution of this Agreement by both Parties, each Party shall cause a notice regarding this Agreement to be published in accordance with Section 11-13-219 of the Cooperation Act and Section 17C-5-205(2) of the Act.

6. **Modification and Amendment.** Any modification of or amendment to any provision contained herein shall be effective only if the modification or amendment is in writing and signed by both Parties. Any oral representation or modification concerning this Agreement shall be of no force or effect.

7. **Further Assurance.** Each of the Parties hereto agrees to cooperate in good faith with the other, to execute and deliver such further documents, to adopt any resolutions, to take any other official action, and to perform such other acts as may be reasonably necessary or appropriate to consummate and carry into effect the transactions contemplated under this Agreement.

8. **Governing Law.** This Agreement shall be governed by, and construed and interpreted in accordance with, the laws of the State of Utah.

9. **Interpretation.** The terms "include," "includes," "including" when used herein shall be deemed in each case to be followed by the words "without limitation."

10. **Severability.** If any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction or as a result of future legislative action, and if the rights or obligations of any Party hereto under this Agreement will not be materially and adversely affected thereby,

a. such holding or action shall be strictly construed;

b. such provision shall be fully severable;

c. this Agreement shall be construed and enforced as if such provision had never comprised a part hereof;

d. the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the invalid or unenforceable provision or by its severance from this Agreement; and

e. in lieu of such illegal, invalid, or unenforceable provision, the Parties hereto shall use commercially reasonable efforts to negotiate in good faith a substitute, legal, valid, and enforceable provision that most nearly effects the Parties' intent in entering into this Agreement.

11. **Authorization.** Each of the Parties hereto represents and warrants to the other that the warranting Party has taken all steps, including the publication of public notice where necessary, in order to authorize the execution, delivery, and performance of this Agreement by each such Party.

12. **Further Documents and Acts**. Each of the Parties hereto agrees to cooperate in good faith with the others, and to execute and deliver such further documents and perform such other acts as may be reasonably necessary or appropriate to consummate and carry into effect the transactions contemplated under this Agreement.

13. **Time of the Essence.** Time shall be of the essence of this Agreement.

14. **Incorporation of Recitals.** The recitals set forth above, "A" through "I," are hereby incorporated by reference as part of this Agreement.

15. **Time of the Essence.** Time shall be of the essence of this Agreement.

16. **Incorporation of Exhibits.** The exhibits to this Agreement are hereby incorporated by reference as part of this Agreement.

17. **Entire Agreement.** This Agreement is the final expression of and contains the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior understandings with respect thereto. This Agreement may not be modified, changed, supplemented or terminated, nor may any obligations hereunder be waived, except by written instrument signed by the Party to be charged or by its agent duly authorized in writing or as otherwise expressly permitted herein. This

Agreement and its exhibits constitute the entire agreement between the parties hereto pertaining to the subject matter hereof, and the final, complete and exclusive expression of the terms and conditions thereof. All prior agreements, representations, negotiations and understandings of the parties hereto, oral or written, express or implied, are hereby superseded and merged herein.

18. **Construction**. Headings at the beginning of each paragraph and subparagraph are solely for the convenience of the parties and are not a part of the Agreement. Whenever required by the context of this Agreement, the singular shall include the plural, and the masculine shall include the feminine and vice versa. Unless otherwise indicated, all references to paragraphs and subparagraphs are to this Agreement. In the event the date on which any of the parties is required to take any action under the terms of this Agreement is not a business day, the action shall be taken on the next succeeding business day.

19. **Partial Invalidity**. If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each such term and provision of this Agreement shall be valid and shall be enforced to the fullest extent permitted by law.

20. **Assignment**. No Party may assign its rights, duties or obligations under this Agreement without the prior written consent first being obtained from all parties. Notwithstanding the foregoing, such consent shall not be unreasonably withheld or delayed so long as the assignee thereof shall be reasonably expected to be able to perform the duties and obligations being assigned.

21. **Counterparts**. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

ENTERED into as of the day and year first written above.

LEHI CITY REDEVELOPMENT AGENCY

By: _____
Name: Paul Binns
Title: Chair, Redevelopment Agency

ATTEST:

By:_____
Name: Jason Walker
Title: Redevelopment Agency Administrator

Attorney Review for the Agency:
The undersigned, as counsel for the Lehi City Redevelopment Agency, has reviewed the foregoing Interlocal Agreement and finds it to be in proper form and in compliance with applicable state law.

_____
Attorney for the Lehi City Redevelopment
Agency

[Signatures continue on next page.]

ADDITIONAL SIGNATURES TO INTERLOCAL AGREEMENT

LEHI CITY

By: _____
Name: Paul Binns
Title: Mayor

ATTEST:

_____
Name: Teisha Wilson
Title: City Recorder

Attorney Review for the Taxing Entity:
The undersigned, as counsel for Lehi City, has reviewed the foregoing Interlocal Agreement and finds it to be in proper form and in compliance with applicable state law.

_____
Attorney for Lehi City

EXHIBIT A
Thanksgiving Point HTRZ Approved Application

Housing and Transit Reinvestment Zone

Applicant	Marlin Eldred
Applicant ID	APP-080426
Company Name	Lehi City Redevelopment Agency
Recipient Address	Lehi City Redevelopment Agency 153 North 100 East, P.O. Box 255 Lehi, UT 84043
Email	meldred@lehi-ut.gov
Status	Submitted

Applicant Information

Question: Name of the City

Lehi City

Question: Name of the HTRZ Project

Lehi Station HTRZ

Question: Contact name

Marlin Eldred

Question: Contact email address

meldred@lehi-ut.gov

Question: Contact telephone number

8017198234

Please provide the contact information of the person to assist in scheduling the meeting, if different from the contact person listed above

Question: Secondary Contact name

Not Answered

Question: Secondary Contact email address

Not Answered

Question: Secondary Contact telephone number

Not Answered

Project Details

Question: Please specify the county location of the project

Utah County

Question: Please specify if this application is a:

- ☑ Commuter rail station application
- ☐ Light rail station application
- ☐ County of a first class with a bus rapid transit station

Question: Please provide an executive summary of the project including the proposed location and benefit to the community

EXECUTIVE SUMMARY
- Includes over 53 acres within the heart of Silicon Slopes, directly adjacent to Thanksgiving Point and the Lehi Frontrunner Station
- Brings 1,800 residential units to the core of a major employment center
- Provides a total of 216 units of affordable housing (12%), including 25% of the units reserved for 60% ami (54)
- Increases transit ridership through not only North/South connectivity, but also East/West connectivity and last mile solutions
- Increases access to employment and reduces the need to drive to work
- Lehi is the hub of Silicon Slopes, and it is estimated that 30,000 Utahns commute into Lehi for work daily
- Increases access to education through UVU's Thanksgiving Point campus which is located 0.2 miles from Lehi Station and approximately 0.3 miles from the heart of the project
- Provides ongoing support for Thanksgiving Point
- As a partner on the project, Thanksgiving Point will benefit directly from nearly $1B in investment
- Each resident of the project will receive a Thanksgiving Point annual membership
- Provides connectivity and options for active transportation through a robust trail system running throughout Lehi City
- The project will be a true S.M.A.R.T Community (Sustainable, Mixed-use, Attractive, Realistic, and Transit-oriented)
HTRZ Funds approximately half of the estimated $237MM investment gap

Question: Please summarize the municipality proposed terms for approval. Consider the

percentage rate, number of years and other requirements such as affordable housing that the committee will be asked to approve

As all development doesn't occur overnight it's requested that this project be phased. The city is asking for the max 80% participation from all taxing entities for personal and real property not to exceed 25 years per phase and not to exceed the state mandate of a total of 45 years for the entire project life.

The proposal anticipates a total of 216 units of affordable housing which is a total of (12%). 9% of the units will be reserved for 80% ami (162) and an additional 3% of the units reserved for 60% ami (54). The units will be disbursed throughout all the development and all phases and not reserved for one building for the final phase.

Question: Upload the proposal

Lehi City Thanksgiving Station HTRZ Package Final.pdf (5/30/2023, 12:26 PM)

Approval Committee Details

Please help us identify the following individuals, by providing a name, email address and telephone number, that are in-part required by 63N-3-605 (2) to participate in approving this application:

- one representative from each municipality that is a party to the proposed housing and transit reinvestment zone, designated by the chief executive officer of each respective municipality;
- a member of the board of trustees of a large public transit district;
- one member designated by the chief executive officer of each county affected by the housing and transit reinvestment zone;
- one representative designated by the school superintendent from the school district affected by the housing and transit reinvestment zone; and
- one representative, representing the largest participating local taxing entity, after the municipality, county, and school district.

Please use this template to provide your contacts

Question: Desired date of approval meeting (please allow 5 to 7 weeks for review of your application)

7/12/2023

Question: Please upload the contact list using the template provided in the section above.

HTRZ Contacts Template GOEO.xlsx (5/30/2023, 2:57 PM)

Declaration of Truth and Accuracy

Any misrepresentation or fraud made in connection with this application may result in criminal prosecution, civil liability, and/or other penalties, including disqualification from this program. The electronic signature below indicates my intent to be bound by the terms of this program and has the same force and effect of a non-electronic signature (see Utah Code § 46-4-201).

Question: Name

Marlin Eldred

Question: Title

Economic Development Director

HTRZ Participation Agreement

between

The Lehi City Redevelopment Agency

and

STACK Soccer Field, LLC

_____, 2026

HTRZ Participation Agreement

The Lehi City Redevelopment Agency, a political subdivision of the State of Utah (the "**Agency**"), and STACK Soccer Field, LLC, a Utah limited liability company (the "**Participant**", and with the Agency, may be referred to herein collectively as "**Parties**" or individually as a "**Party**"), agree as follows as of _____, 2026 (the "**Effective Date**"):

1. SUBJECT OF AGREEMENT

1.1 Purpose of the Agreement

The purpose of this HTRZ Participation Agreement (the "**Agreement**") is to implement the Lehi City Housing and Transit Reinvestment Zone (the "**HTRZ**") adopted by the Housing and Transit Reinvestment Zone Committee on November 13, 2023 (the "**HTRZ Approval**") in accordance with the provisions of the Housing and Transit Reinvestment Zone Act set forth in Utah Code 63N-3-601 *et seq.* as in effect as of the date of the HTRZ Approval (the "**Act**"), by providing for the potential development of a Mixed Use Development (as defined in the Act) on approximately 3.64 acres of land, as more particularly described on **Exhibit E** (collectively, and together with any Additional Land (defined below), if any, the "**Project**"), located in the Lehi City, Utah (the "**City**"), and (b) to specify the terms and conditions pursuant to which the Agency and the Participant will cooperate in bringing about this objective, including the funds the Agency will provide to assist in the development of the Project. For purposes hereof, "Additional Land" means any real property (a) within the municipal limits of the City, (b) that is subject to the Area Plan (defined below), (c) that is included within the HTRZ, and (d) that the Participant or an affiliate of the Participant may from time to time acquire following the Effective Date. The fulfillment of this Agreement is vital to and in the best interests of the City and the health, safety, and welfare of its residents, and in accord with public purposes and will provide a benefit to the City and its residents. This Agreement is carried out pursuant to the HTRZ Approval and HTRZ Act.

1.2 HTRZ

The HTRZ was created in accordance with the HTRZ Approval which is attached hereto as **Exhibit A,** based on the Lehi Station HTRZ Application which is attached hereto as **Exhibit B** (the "**HTRZ Application**"). The HTRZ is located within the boundaries of the City. The exact boundaries of the HTRZ are specifically and legally described in **Exhibit C** attached hereto.

1.3 Interlocal Agreement

On or before the Effective Date, in accordance with the requirements of Section 63N-3-607(2)(c)(ii) of the Act, the Agency has entered into an interlocal agreement with the City (the "**Interlocal Agreement**") which is attached hereto as **Exhibit D**. Pursuant to the Interlocal Agreement, the City has agreed, among other things, to pay to the Agency eighty percent (80%) of the Tax Increment generated by the Project.

1.4 Parties to the Agreement

(a) Agency

The Agency is a public body, corporate and politic, exercising governmental functions and powers, and organized and existing under the Act. The address of the Agency for purposes of this Agreement is: Lehi City Redevelopment Agency, 153 North 100 East, Lehi City, Utah 84043, Attention: Re-Development Agency Administrator.

(b) The Participant

The Participant is STACK Soccer Field, LLC, a Utah limited liability company. The address of the Participant for the purposes of this Agreement is: 4101 North Thanksgiving Way, Suite 300, Lehi, Utah 84048.

1.5 No Additional Approvals. Upon the approval of this Agreement by the Agency, and the expiration of all statutory notice and contest periods, no additional legislative action is required for the Agency to perform its obligations hereunder.

2. ASSIGNMENT

Except as permitted by Section 2.1 hereof, the Participant agrees for itself and any successor in interest that during the term of this Agreement the Participant shall not assign or transfer or attempt to assign or transfer all or any part of its obligations under this Agreement without the prior written consent of the Agency, which consent shall not be unreasonably withheld, conditioned or delayed.

2.1 Permissible Transfers.

Notwithstanding the provisions of this Agreement to the contrary, the Participant shall not be required to obtain the Agency's consent, and the Agency shall not be permitted to terminate this Agreement, in connection with the following transfers or the assignment of the Agreement pursuant to the following transfers: (a) the sale, exchange, issuance or redemption of any stock of the Participant or its parent that is listed on a public exchange; (b) transfers of less than a controlling interest in the Participant or its parent; (c) transfers of interests in either the Project or the Participant to an affiliate of the Participant; (d) changes in the organizational form of the Participant; (e) a transfer of the operational responsibilities of the Project to a third party; (f) leasing, subletting or licensing of the Project; (h) a sale and lease back or similar financing transaction of the Project; (i) the granting of any lien, security interest, or other encumbrance upon the Project or the interests of the Participant in the Project or in this Agreement; (j) a transfer of any portion of the Project to one or more entities which is controlling, controlled by or under common control with the Participant; (k) an assignment to a Mortgagee (defined below) of Participant's right to receive all or a portion of the Tax Increment payable to Participant under this Agreement, or (l) a sale (but not an assignment of the obligations of this Agreement, which assignment requires prior written consent of the Agency) of all or any portion of the Project to a third party, or (j) the Participant may transfer real and personal property in the HTRZ and retain

the Participant's rights to receive Tax Increment and proceed of bonds issued under this Agreement.

2.2 Continuing Obligations

Except as otherwise provided herein, and except for a transfer or assignment of this Agreement which has been consented to by the Agency, no assignment or transfer of this Agreement, any part hereof, any right herein, or approval hereof, by the Agency shall be deemed to relieve the Participant from any obligation under this Agreement. Upon the approval by the Agency of an assignment of this Agreement, and provided the assignee assumes the obligations of Participant from and after the date of such assignment, the assigning Participant will be relieved of all obligations under this Agreement arising from and after the date of such assignment and the Agency shall look solely to the assignee for performance of the obligations under this Agreement from and after the date of such assignment. All of the terms, covenants, and conditions of this Agreement shall be binding upon and shall inure to the benefit of the Participant and its permitted successors and assigns.

3 FINANCING OF THE DEVELOPMENT OF THE PROJECT

3.1 Nature of Participant's Obligations

The Participant shall have the right to develop, at its own expense, or cause to be developed, the Project pursuant to and in accordance with the Thanksgiving Point Area Plan as adopted by the City Council on August 8, 2023 (the "Area Plan") or as otherwise permitted by applicable law.

3.2 Responsibility for Development Plans and Permits

For the avoidance of doubt, in the event the Participant elects to develop the Project, the Participant, but not the Agency, shall be responsible for preparing and completing any plans for the acquisition and construction of the Project.

3.3 Funding Responsibility

The Participant and the Agency understand and agree that, except as otherwise expressly provided herein, if the Participant elects to develop the Project, funding for the development of the Project and its related improvements shall come from the Participant's internal capital or financing obtained by the Participant or by a third party. The Agency shall not be liable or responsible for providing, obtaining or guaranteeing any financing for the Project.

4 TAX INCREMENT

4.1 Tax Increment Reimbursement

The Project will be funded in part by Tax Increment pursuant to the provisions of the Act. Under the Act and the Interlocal Agreement, the Agency is entitled to receive eighty percent (80%) of the Tax Increment (as defined below) generated by and within the HTRZ (collectively, the "**HTRZ Funds**") for the Project over an initial period of twenty-five (25) full calendar years

commencing with the Trigger Year (as defined below) for the Project (the "**Increment Period**") and a maximum period of forty-five (45) years. In accordance with the HTRZ Approval and the Interlocal Agreement, the Agency shall begin to receive the HTRZ Funds generated by the Project in the Trigger Year and shall continue for the entire Increment Period. HTRZ Funds are to be paid into a separate account of the Agency used solely for the Tax Increment Reimbursement (defined below) and other uses permissible hereunder and in accordance with the Act and shall be applied for the purposes described in the HTRZ Approval, the HTRZ Application, the Act, the Interlocal Agreement and this Agreement.

For purposes of this Agreement, the following terms shall have the following corresponding meaning:

(a) "**Affordable Housing**" has the meaning set forth in the Act;

(b) "**Base Taxable Value**" has the meaning set forth in the Act.

(c) "**Base Year**" has the meaning set forth in the Act;

(d) "**Enhanced Development**" has the meaning set forth in the Act;

(e) "**Enhanced Development Costs**" has the meaning set forth in the Act;

(f) "**Net HTRZ Funds**" means the HTRZ Funds less the administrative reimbursement payable to the Agency hereunder;

(g) "**Tax Increment**" shall have the meaning set forth in the Act;

(h) "**Trigger Date**" means the date on which a temporary certificate of occupancy is issued for a building in the Project and notice thereof has been provided as required by the Act;

(i) "**Trigger Year**" means the calendar year immediately after the calendar year in which the Trigger Date occurs; and

(j) **"Tax Increment Collection Periods"** The commencement of collection of Tax Increment following the Trigger Date. The parties acknowledge that as HTRZ Approval was adopted on November, 2023, and accordingly the limitation of three tax increment collection periods as set forth in the current version of 63N-3-603(4)(iii) is not applicable.

In consideration for the Participant's election to construct the Project or cause the Project to be constructed, which will promote the objectives set forth in the Act which include, without limitation, higher utilization of public transportation, increasing availability of housing, including Affordable Housing, within the City and State of Utah, and will provide a public benefit to the State, the City and its residents, the Agency agrees to pay to the Participant for the Net HTRZ Funds for reimbursement of all costs permitted to be reimbursed under Section 63N-3-607 of the Act which are incurred by the Participant or third parties in connection with the development of

the Project (the "**Tax Increment Reimbursement**"). The Tax Increment Reimbursement will be paid by the Agency within thirty (30) calendar days of the receipt of the HTRZ Funds by the Agency. The Agency agrees to promptly provide, and in all events within thirty (30) days of the Trigger Date, written notice of the occurrence of such Trigger Date as required by 63N-3-603(6) of the Act to the Utah County Assessor.

Notwithstanding the foregoing, the Agency shall have the right to retain one percent (1%) of the Tax Increment paid to the Agency in reimbursement for the Agency's expenses in administering the HTRZ.

4.2 Conditions Precedent to Payment of the Tax Increment Reimbursement

In addition to the conditions stated elsewhere in this Agreement, the Agency shall have no obligation to make payment hereunder to the Participant until the following conditions precedent are satisfied with respect to the Project: (a) the Participant has obtained a building permit for the construction of the Project; (b) the Agency has actually received payment of the HTRZ Funds generated by the Project (or bond funds secured by HTRZ Funds generated, or to be generated, by the Project), and (c) the Participant has provided evidence to the Agency that not less than twelve percent (12%) of the Dwelling Units (as such term is defined in the Act) are Affordable Housing Units (A) 9% of the proposed Dwelling Units will be occupied or reserved for occupancy by households with a gross household income equal to or less than 80% of the median gross income of the applicable municipal or county statistical area for households of the same size, and (B) three percent (3%) of the proposed Dwelling Units will be occupied or reserved for occupancy by households with a gross household income equal to or less than 60% of the median gross income of the applicable municipal or county statistical area for households of the same size. The Agency acknowledges that the Participant cannot predict if, when or at what rate development of the Project will occur. The timing and rate for development of the Project will depend upon numerous factors outside of the control of the Participant such as market orientation and demand, competition, availability of qualified laborers to construct the Project, and/or weather conditions that may delay construction. The Agency hereby acknowledges that the Participant may develop the Project at such rate and time as the Participant deems appropriate within the exercise of its sole and absolute discretion. The Agency acknowledges that this right is consistent with the intent, purpose, and understanding of the Parties. Except as provided in this Section 4.2 below, nothing in this Agreement shall be construed to require the Participant to proceed with the construction of or any other implementation of the Project or any portion thereof. The Dwelling Units in the Project that are required to be Affordable Housing shall remain Affordable Housing units for as long as Participant is receiving HTRZ funding for the Project.

4.3 Agency's Encumbrance of HTRZ Funds

The Agency agrees that the Agency shall not, without the prior written consent of the Participant, which may be withheld in the Participant's sole and absolute discretion, issue any bonds or other indebtedness that are secured by HTRZ Funds from the HTRZ which are generated by the Project or otherwise take any action which could restrict or impede the payment of the Tax Increment Reimbursement to the Participant, in each case, in whole or in part, until the expiration of the Increment Period.

4.4 Payment of Real Property and *Ad Valorem* Taxes

The Participant understands and agrees that the sole source of HTRZ Funds is the payment of the property tax revenue ("**Taxes**") within the HTRZ. Nothing herein contained, however, shall be deemed to prohibit the Participant from contesting the validity or amount of any tax assessment, encumbrance, or lien, or to limit the remedies available to the Participant in respect thereto.

4.5 Reduction or Elimination of Property Area Funds

In the event that the provisions of Utah law which govern the payment of HTRZ Funds to the Agency are changed or amended so as to reduce or eliminate the amount paid to the Agency, the Agency's obligation to pay the HTRZ Funds to the Participant hereunder shall be accordingly reduced or eliminated. The Participant specifically reserves and does not waive hereunder any right it may have to challenge any law change that would reduce or eliminate the payment of HTRZ Funds to the Agency. The Participant acknowledges, understands and agrees that the Agency is under no obligation to challenge a change in law that reduces or eliminates the payment of HTRZ Funds to the Agency; provided, the Agency will not oppose the Participant, and, if requested by the Participant, Agency will cooperate with the Participant, if the Participant challenges a change in the law that reduces or eliminates the payment of HTRZ Funds to the Agency. In the event any change in law invalidates the Tax Increment Reimbursement provided in support of the Project, the Participant is hereby released from any and all obligations made by the Participant to the Agency. For further clarity, the Participant at its sole and exclusive discretion may, without penalty, terminate its obligations under this Agreement if any change in law invalidates the Participant's right to receive all or any portion of the Tax Increment Reimbursement. For purposes of this Section 4.5 and Section 4.6 below, the Agency's agreement to cooperate means the Agency agrees to (i) to provide information and data necessary to defend against such action, (ii) not cause delay in the prosecution/defense of the action, provided such cooperation shall not require any Party to waive any rights against the other Party.

4.6 Declaration of Invalidity

In the event a court of competent jurisdiction after final adjudication (by the highest court to which the matter may be appealed) (i) declares that the Agency cannot receive HTRZ Funds or reimburse the Participant from HTRZ Funds as provided in this Agreement, (ii) invalidates the HTRZ, or (iii) takes any other action which eliminates or reduces the amount HTRZ Funds paid to the Agency, the Agency's obligation to pay the Tax Increment Reimbursement to the Participant hereunder shall be accordingly reduced or eliminated. The Participant specifically reserves and does not waive hereunder any right it may have to challenge a ruling, decision or order by any court that would reduce or eliminate the payment of HTRZ Funds to the Agency. The Participant acknowledges, understands and agrees that the Agency is under no obligation to challenge a ruling, decision or order by any court that reduces or eliminates the payment of HTRZ Funds to the Agency; provided, the Agency will not oppose the Participant and, if requested by the Participant, will cooperate with the Participant if the Participant challenges a ruling by any court. Additionally, if any court invalidates the HTRZ, the Interlocal Agreement or this Agreement as a result of a procedural defect, the Agency shall take such actions as are necessary to correct such procedural defect. In the event any court invalidates the Tax Increment Reimbursement provided in support

of the Project, the Participant is hereby released from any and all obligations made by the Participant to the Agency. For further clarity, the Participant at its sole and exclusive discretion may, without penalty, terminate its obligations under this Agreement if any court invalidates the Participant's right to receive all or any portion of the Tax Increment Reimbursement.

4.7 New Taxes

The Agency shall not consent to an amendment or modification of any existing Taxes so as to cause them to first become applicable to the HTRZ or the Participant after the Effective Date, and if existing Taxes are so amended or modified, the Agency shall seek to amend the Interlocal Agreement to include such Taxes and will make economic development payments subject to the requirements of this this Agreement, equal to all such Taxes to the Participant to the fullest extent the Agency is legally able to do so. The Agency will not consent to any increase in the applicable rate, as of the Effective Date, of any Tax affecting the HTRZ unless such increase is pursuant to, and in proportion with, an across-the-board increase in all rates for such Tax.

5 DEVELOPMENT OF THE PROJECT

If and to the extent the Participant elects to develop the Project, the Participant agrees to develop, or cause to be developed, the Project as permitted by the Area Plan.

6 DEFAULTS, REMEDIES AND TERMINATION

6.1 Default

If either the Agency or the Participant fails to perform or delays performance of any term or provision of this Agreement or any representation or warranty made herein proves to be false or misleading in any material respect when made, such conduct shall constitute default hereunder. The Party in default must commence to cure, correct, or remedy such failure or delay and shall complete such cure, correction, or remedy within the periods provided in Section 6.3 hereof.

6.2 Notice

If a default under this Agreement occurs, the non-defaulting Party shall give written notice of the default (a "**Default Notice**") to the Party in default, specifying the nature of the default. Failure or delay in giving a Default Notice shall not constitute a waiver of any default or operate as a waiver of any rights or remedies of the non-defaulting Party; but the non-defaulting Party shall have no right to exercise any remedy hereunder without delivering the Default Notice as provided herein. Delays by either Party in asserting any right or remedy hereunder shall not deprive either Party of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert, or enforce any such rights or remedies.

6.3 Cure Period

The non-defaulting Party shall have no right to exercise a right or remedy hereunder unless the subject default continues uncured for a period of one hundred eighty (180) days after delivery of the Default Notice with respect thereto or, where the default is of a nature which cannot be cured within such one hundred eighty (180) day period, the defaulting Party fails to commence such cure

within one hundred eighty (180) days and to diligently proceed to complete the same. A default which can be cured by the payment of money is understood and agreed to be among the types of defaults which can be cured within one hundred eighty (180) days. Notwithstanding the foregoing, with respect to any event of default arising with respect to a non-monetary obligation of a Party hereunder, the non-defaulting Party shall have no right to exercise a right or remedy hereunder unless and until the defaulting Party fails to fully rectify and cure the default within one hundred and eighty (180) days after final adjudication (by the highest court to which the matter may be appealed) that the defaulting Party is in default under this Agreement (or, where the default is of a nature which cannot be cured within such one hundred eighty (180) day period, the defaulting party fails to commence such cure within one hundred eighty (180) days, if reasonably possible, and to diligently proceed to complete the same). During the period of time, if any, that a judicial determination of an alleged default by the Participant is proceeding, the Agency obligation to pay to the Participant that portion of the Tax Increment Reimbursement which is at issue shall continue unless a final non-appealable judgement determines that the Agency did not have an obligations to pay all or a portion of the Tax Increment Reimbursement, in which event, such portion of the Tax Increment Reimbursement shall be repaid by the Participant to the Agency within 60 days upon the final non-appealable judgement.

6.4 Rights and Remedies

Upon the occurrence and during the continuance of an event of default beyond all applicable notice and cure periods hereunder (an "**Event of Default**") by the Agency, the Participant shall have all rights and remedies against Agency as may be available at law or in equity, including, without limitation, the right to obtain specific performance, to recover damages for any default, or to obtain any other remedy consistent with the purposes of this Agreement. If Participant has actual damages (excluding any consequential, punitive, or special damages) as a result of such Event of Default the Participant may seek to recover such damages in an amount not to exceed the amount of the Tax Increment Reimbursement which were required to be paid to the Participant. Upon the occurrence and during the continuance of an Event of Default by the Participant, the Agency may terminate this Agreement and, if the Agency has actual damages (excluding any consequential, punitive, or special damages) as a result of such Event of Default the Agency may seek to recover such damages in an amount not to exceed the amount of the Tax Increment Reimbursement actually received by the Participant. Such rights and remedies are cumulative, and the exercise of one or more of such rights or remedies shall not preclude the exercise, at the same or different times, of any other rights or remedies for the Event of Default or any other Event of Default by the defaulting Party.

6.5 Legal Actions

6.5.1 Venue

All legal actions must be instituted in the Fourth Judicial District Court for the State of Utah, unless they involve a case with mandatory federal jurisdiction, in which case they must be instituted in the Federal District Court for the District of Utah.

6.5.2 Services of Process

Service of process on the Agency shall be made by personal service upon the Executive Director of the Agency, or in such other manner as may be provided by law.

Service of process on the Participant shall be by personal service upon the Participant at the address provided herein. The Participant shall notify Agency of any change in its address by delivering written notice to Agency.

6.5.3 Applicable Law

The laws of the State of Utah shall govern the interpretation and enforcement of this Agreement.

6.5.4 Waiver of Jury Trial.

Each Party hereto hereby irrevocably waives any and all rights it may have to demand that any action, proceeding or counterclaim arising out of or in any way related to this Agreement be tried by jury. This waiver extends to any and all rights to demand a trial by jury arising from any source, including but not limited to the Constitution of the United States, the Constitution of any state, common law or any applicable statute or regulation. Each Party hereby acknowledges that it is knowingly and voluntarily waiving the right to demand trial by jury.

6.5.5 Early Termination by Participant.

The Participant may at any time elect to terminate this Agreement by providing written notice to the Agency, in which event, this Agreement shall terminate as of the date of the delivery of such notice to the Agency.

7 GENERAL PROVISIONS

7.1 Notices, Demands, and Communications Among the Parties

Notices, demands, and communications between the Agency and the Participant shall be sufficiently given if personally delivered or if dispatched by registered or certified mail, postage prepaid, return receipt requested, or an overnight commercial delivery service to the principal offices of the Agency and the Participant, as designated in Section 1.4 hereof. Either Party hereto may change its address specified for notices herein by designating a new address by notice in accordance with this Section. All such notices and other communications shall be effective upon actual receipt by the relevant Party or, if delivered by overnight courier service, upon the first business day after the date deposited with such courier service for overnight (next-day) delivery or, if mailed, upon the third business day after the date deposited into the mail or, if delivered by hand, upon delivery.

7.2 Severability

In the event that any condition, covenant or other provision herein contained is held to be invalid or void by a court of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement and shall in no way affect any other condition, covenant or provision

herein contained unless such severance shall have a material effect on the terms of this Agreement. If such condition, covenant or other provision shall be deemed invalid due to its scope, all other provisions shall be deemed valid to the extent of the scope or breadth permitted by law.

7.3 Nonliability of Agency Officials and Employees

No member, director, officer, agent, employee, or consultant of the Agency shall be personally liable to the Participant, or any successor in interest, in the event of any default or breach by the Agency or for any amount which may become due to the Participant or its successors or on any obligations under the terms of this Agreement. No member, director, officer, agent, employee, or consultant of the Participant shall be personally liable to the Agency, or any successor in interest, in the event of any default or breach by the Participant or for any amount which may become due to the Agency or its successors or on any obligations under the terms of this Agreement.

7.4 Enforced Delay; Extension of Time and Performance

In addition to the specific provisions of this Agreement, neither Party shall be deemed to be in default hereunder when its fails to perform or delays performance of any non-monetary obligations under this Agreement to the extent due to war, insurrection, strikes, lock-outs, riots, floods, earthquakes, fires, casualties, acts of God, acts of a public enemy, epidemics, quarantine restrictions, freight embargoes, lack of transportation, newly enacted governmental restrictions unusually severe weather, inability to secure necessary labor, materials or tools, acts or failure to act of the Agency (with respect to the Participant only) or any other public or governmental entity. An extension of time to perform shall be granted as a result of any of the foregoing causes, which extension shall be for the period of the forced delay and shall run from the time of the commencement of the cause, if notice is sent by the Party claiming such extension to the other Party within thirty (30) days of actual knowledge of the commencement of the cause. Time of performance under this Agreement may also be extended in writing by the Agency and the Participant by mutual agreement.

7.5 Approvals

Whenever the consent or approval is required of any Party hereunder, such consent or approval shall not be unreasonably withheld, delayed or conditioned except as otherwise specifically provided herein, and shall be in writing.

7.6 Time of the Essence

Time shall be of the essence of this Agreement.

7.7 Interpretation

The Parties hereto agree that they intend by this Agreement to create only the contractual relationship established herein, and that no provision hereof, or act of either Party hereunder, shall ever be construed as creating the relationship of principal and agent, or a partnership, or a joint venture or enterprise among the Parties hereto.

7.8 No Third-Party Beneficiaries

It is understood and agreed that this Agreement shall not create in either Party hereto any independent duties, liabilities, agreements, or rights to or with any third party, nor does this Agreement contemplate or intend that any of the benefits hereunder should accrue to any third party.

7.9 Effect and Duration of Covenants; Term of Agreement

The covenants contained in this Agreement shall, without regard to technical classification and designation, bind the Participant and Agency and any of their respective successors in interest. The covenants contained in this Agreement shall inure to the benefit of and in favor of the Agency and the Participant and to their respective successors and assigns during the term of this Agreement. Except as otherwise provided herein, the term of this Agreement shall run from the Effective Date until the expiration of the last Increment Period, provided, the Parties shall continue to have the right to seek to enforce, or commence proceeding to enforce, the obligations of the other Party that arose prior to the termination of this Agreement.

8 ENTIRE AGREEMENT, WAIVERS AND AMENDMENTS

8.1 This Agreement may be executed in duplicate originals, each of which shall be deemed an original. This Agreement, including all Exhibits hereto, constitutes the entire understanding and agreement of the Parties with respect to the matters set forth herein. All Exhibits attached hereto are hereby incorporated herein by reference and are made a part hereof as though fully set forth herein.

8.2 When executed by both Parties, this Agreement integrates all of the terms and conditions mentioned herein or incidental hereto and supersedes all negotiations or previous agreements between or among the Parties with respect to all or any part of the Project and the development thereof.

8.3 All waivers of the provisions of this Agreement must be in writing. This Agreement and any provisions hereof may be amended only by mutual written agreement by the Participant and the Agency.

8.4 Each Party hereto hereby represents and warrants unto the other as of the Effective Date that (i) this Agreement has been duly authorized by such Party and when executed and delivered will constitute the valid, legal and binding agreement and obligation of such Party enforceable against such Party in accordance with the terms hereof, and (ii) each person signing on behalf of such Party has been duly authorized by the governing body or board of such Party to bind such Party to the terms and conditions hereof.

8.5 In the event any litigation ensues with respect to the rights, duties and obligations of the Parties under this Agreement, the unsuccessful Party in any such action or proceeding shall pay for all costs, expenses and reasonable attorney's fees incurred by the prevailing party in enforcing the covenants and agreements of this

Agreement. The term "prevailing party," as used herein, shall include, without limitation, a Party who obtains legal counsel and (a) brings action against the other Party by reason of the other Party's breach or default and obtains substantially the relief sought, whether by compromise, settlement or judgment or (b) defends an action against brought by the other Party and the other Party fails to obtain substantially the relief sought, whether by compromise, settlement or judgment.

9 MORTGAGEE PROTECTIONS; ESTOPPEL

9.1 The Parties hereto agree that this Agreement shall not prevent or limit the Participant from encumbering the Project or any estate or interest therein, portion thereof, or any improvement thereon, in any manner whatsoever by one or more mortgages, deeds of trust, sale and leaseback, or other form of secured financing ("**Mortgage**") with respect to the construction, development, use or operation of the Project and parts thereof. The Agency acknowledges that the lender(s) providing such Mortgages may require certain interpretations and modifications to this Agreement and the Agency agrees, upon request, from time to time, to meet with the Participant and representatives of such lender(s) to negotiate in good faith any such request for interpretation or modification. The Agency will not unreasonably withhold its consent to any such requested interpretation or modification, provided such interpretation or modification is consistent with the intent and purposes of this Agreement.

9.2 Notwithstanding any of the provisions of this Agreement to the contrary, the Participant shall have the right to assign its rights to receive all or a portion of Tax Increment payable to Participant hereunder to one or more holders of a Mortgage (each a "**Mortgagee**") without the consent of the RDA. Notwithstanding the assignment of such rights to a Mortgage, a Mortgagee shall not have any obligation or duty to perform pursuant to the terms set forth in this Agreement.

9.3 If requested in writing by a Mortgagee, the RDA shall deliver to such Mortgagee any notice of default delivered to the Participant hereunder. A Mortgagee shall have the right, but not the obligation, to cure such default within thirty (30) days after such Mortgagee receives such notice, or such longer periods as may be reasonably necessary for the Mortgagee to exercise its remedies so long as such Mortgage promptly commences the cure of such default following Mortgage's obtaining possession of the Project and diligently prosecutes the same to completion, during which period the Agency shall not exercise any remedies hereunder.

9.4 If this Agreement is terminated as to any portion of the Project by reason of (i) any Event of Default or (ii) as a result of a bankruptcy proceeding of the Participant, or if this Agreement is disaffirmed by a receiver, liquidator, or trustee for the Participant or its property, the Agency, if requested by any Mortgagee, shall negotiate in good faith with such Mortgagee for a new HTRZ Participation Agreement for the Project as to such portion of the Project with the most senior Mortgagee requesting such new agreement.

9.5 At any time, and from time to time, the Participant may deliver written notice to the Agency, and the Agency may deliver written notice to the Participant, requesting that such Party certify in writing that, to the knowledge of the certifying Party (i) this Agreement is in full force and effect and a binding obligation of the Parties, (ii) this Agreement has not been amended, or if amended, the identity of each amendment, (iii) the requesting Party is not then in breach of this Agreement, or if in breach, a description of each such breach, and (iv) any other factual matters reasonably requested (an "**Estoppel Certificate**"). The Executive Director of the Agency shall be authorized to execute, on behalf of the Agency, any Estoppel Certificate requested by the Participant which complies with this Section 9.5 within fifteen (15) days of a written request for such Estoppel Certificate. The Agency's failure to furnish an Estoppel Certificate within fifteen (15) days after request therefor shall be conclusively presumed that: (a) this Agreement is in full force and effect without modification in accordance with the terms set forth in the request; and (b) that there are no breaches or defaults on the part of the Participant. The Agency acknowledges that an Estoppel Certificate may be relied upon by transferees or successors in interest to the Participant and by Mortgagees holding an interest in the Property.

10 CONFIDENTIALITY

10.1 The Parties acknowledge and agree that this Agreement shall become a public record under Utah law, and that discussion regarding this Agreement shall take place before the Agency board in open session. The Agency covenants that it will hold all information obtained by it that Participant has designated Confidential Business Information under Section 10.2 below, or any person employed by or representing the Agency, related to the Participant's business in strictest confidence and the Agency covenants not to disclose, divulge or otherwise communicate in any manner to any person or entity, other than to those parties necessary to verify compliance with this Agreement, provided that such parties are likewise under reasonable confidentiality obligations and not subject to public disclosure unless otherwise required by applicable laws.

10.2 The Participant may designate any trade secrets or confidential business information included in any report or other writing delivered to the Agency pursuant to or in connection with this Agreement by any method intended to clearly set apart the specific material that the Participant claims to be either its trade secrets or confidential business information that, if released, would give an advantage to competitors of the Participant and serve no public purpose (such information, collectively, "**Confidential Business Information**"). The Agency shall redact or delete from any records it makes available for inspection or of which it provides copies any material designated by the Participant as Confidential Business Information. Promptly following the Agency's receipt of any request to provide copies of public records relating to this Agreement or the Project or for inspection of the same by any third party, the Agency shall give written notice and a copy of such request to the Participant. The Agency shall not allow inspection or provide copies of any such records until the Agency shall have had not less than ten

(10) business days excluding the day of receipt to determine whether to contest the right of any party to inspect or receive copies of the records or to inspect such records without redaction of the Confidential Business Information. Any such action to enjoin the release of Confidential Business Information may be brought in the name of the Participant or the Agency. The costs, damages, if any, and attorneys' fees in any proceeding commenced by the Participant or at its request by the Agency to prevent or enjoin the release of Confidential Business Information in any public records relating to this Agreement or the Project shall be borne by the Participant.

[SIGNATURES ON THE FOLLOWING PAGE

SIGNATURE PAGE TO THE PARTICIPATION AGREEMENT

LEHI CITY REDEVELOPMENT AGENCY, a political subdivision of the State of Utah

By: _____

Attest:

By:_____

STACK SOCCER FIELD, LLC, a Utah limited liability company

By: STACK Real Estate, LLC, a Utah limited liability company, its Manager

By: _____
Andrew Bybee, Manager

Exhibit A

HTRZ Approval

(k)

(l) Housing and Transit Reinvestment Zone Committee

Lehi City Thanksgiving Station Proposal

Thanksgiving Point, Visa Building, 5th Floor Conference Room
2901 Ashton Blvd, Lehi, Utah 84043

November 13, 2023 • 1:00 – 2:15 PM

(1) MINUTES

Committee Members Attending: Representative Mike Schultz, Senator Wayne Harper, Jim Grover, Jim Evans, Mayor Mark Johnson, Kirt Slaugh (remote), Beth Holbrook, Commissioner Amelia Powers Gardner, Jason Sundberg, Shawn Lambert

GOEO Staff Attending: Tanner Anderson, Allison James-Garcia, Hyrum Worth, Ryan Starks

Guests Attending: Susan Becker (ZPFI), Elliott Clark (Attorney General's Office)

*The first four minutes and 34 seconds of the meeting were muted and, therefore, not included in the audio recording. The missed time consists of the Welcome and Introductions and Approval of Minutes. Jim Grover, chair of the committee, restated Approval of Minutes section at the end of the meeting for the official record. The audio recording begins with the Oath of Office.

1. **Welcome and Introductions***

Jim Grover of the Governor's Office of Economic Opportunity welcomed everyone to the HTRZ meeting. This meeting is occurring because Lehi submitted an application for the creation of an HTRZ. Jim had each committee member and presenter introduce themselves. Everyone was in-person except for Kirt Slaugh, who joined remotely.

2. Approval of Minutes*

The minutes from the last HTRZ Committee, which took place on November 8, 2023, were approved. Jim Evans motioned to approve the minutes, and Beth Holbrook seconded the motion. Representative Schultz, Senator Harper, Jim Evans, Beth Holbrook, Kirt Slaugh, and Jim Grover voted to approve the minutes.

New members who were not in the November 8, 2023 meeting abstained from voting. Abstaining votes included Mark Johnson, Amelia Powers Gardner, Jason Sundberg, and Shawn Lambert.

3. Oath of Office

Tanner Anderson, GOEO staff, administered the oath of office to new members, including Mark Johnson, Amelia Powers Gardner, and Jason Sundberg. All three were present in person to receive the oath of office.

Representative Mike Schultz, Jim Grover, Senator Wayne Harper, Jim Evans, Beth Holbrook, Shawn Lambert, and Kirt Slaugh all took oaths of office earlier and did not need to be sworn in again.

4. Overview of Proposal

Mayor Mark Johnson provided an overview of the Lehi HTRZ, including high-level overview of Lehi's growth initiatives and how HTRZ /TOD fits into these initiatives. He emphasized Lehi City being conscious of the current and future housing needs and the need for higher density in some areas to help mitigate housing issues.

Marlin Eldred, Economic Development Director for the City of Lehi, presented the HTRZ proposal in-depth. Marlin discussed how this proposal is a partnership between Lehi City, UTA, Thanksgiving Point, the Gardner Group, and STACK Real Estate.

- Overview
    - 1,800 multifamily units
        - Including 162 units at 80% AMI and 54 units at 60% AMI
            - Affordable units will be interspersed throughout the project and be equivalent quality to the market rate units
        - Average of 76 units per acre
    - 770,000 square feet of Class A Office Space
    - 80,000 square feet of retail shops and restaurants
    - 70,000 square foot lifestyle climbing gym
    - The linking and expansion of a regional trail system promoting active transportation, including walking promenade
- Increased development costs
    - Increased costs include residential higher density and structure parking, affordable housing, and office higher density and structure parking.

- Combined total = $237M
- $122M of tax increment
- Even with full HTRZ participation, the developers will still need to cover a $115M investment gap.

Marlin discussed how the Lehi Station HTRZ meets the objectives of the HTRZ statute. It will promote greater utilization of public transit through proximity, connectivity, and Last Mile Solutions (multi-use paths for active transportation options), including how the Lehi Station HTRZ fits within the major transit corridor and other planned TODs (i.e., The Point and Utah City). As highlighted earlier, the proposal provides affordable housing at 12%. The HTRZ also looks to 1) improve water conservation and air quality and 2) increase access to employment and educational opportunities that are already in the area (Silicon Slopes, Thanksgiving Point, UVU, etc.), as well as what is planned in the proposal, and 3) encourage transformative mixed-use development.

Lastly, Marlin compared the status quo vs. HTRZ – without HTRZ funding, densifying around the Lehi FrontRunner station is not financially feasible. Beth Holbrook commented that she appreciated the attention to the walkability piece, including having the walk be a pleasant experience.

Jim Grover asked about the standard non-HTRZ development (status quo). Marlin described the status quo as traditional garden-style, three stories, no elevators, surface parking with some coverings, 30 units to the acre. With HTRZ, they are looking at 76 units to the acre, five stories with internal structured parking (which also assists with the development's ambiance/ look & feel).

Elliot Clark, AG's office, asked for clarification on the statute that 51% of the developable area be residential. Marlin and David Denison (Gardner Group) confirmed that the residential will be over 51% of the developable area.

5. Review of Zions Public Finance Gap Analysis

Susan Becker of Zions Public Finance, Inc. (ZPFI) provided a review of ZPFI's gap analysis and review. ZFPI found a slightly different number for density – 66 units per acre on 51% of the total 53.4 parcel acres vs. the applicant's 76 – either way, both will comply with the statute. The gap included in this proposal results from affordable housing units, enhanced construction costs, and public infrastructure.

- Affordable housing:
  - $91,000 per unit (higher in Tech Corridor)
- Enhanced construction costs
  - Office - $417; multlifamily - $357 per gross sf
  - Comparable application - $397
- Infrastructure
  - $17M for power infrastructure

Susan indicated the increment generated outlined in the proposal is similar to the numbers ZPFI found:

> 80% increment (property tax): Applicant = $122 million; ZPFI = $116 million over 25 consecutive years on each parcel with a 45-year period

Susan reviewed the trigger dates, as this issue was discussed at length at the last HTRZ committee meeting. Susan indicated the assumed absorption to be over nine years, with nine trigger dates. Based on the discussion at the previous meeting, Susan included an additional valuation not included in the gap analysis report, which states $98.7M with the Year 1 trigger date and 25 years total.

Susan reviewed the projections provided by the applicant for increased costs, and ZFPI found the applicant's projections within a reasonable range. ZFPI's total costs were slightly lower ($233.5M) vs. applicant ($237M).

6. Deliberation on a Motion

Jim Grover asked about how they plan to implement the affordable housing standard. Marlin indicated that discussion during the proposal process included that it is important to have the affordable housing units spread throughout the development, and the development agreement will consist of the affordable housing units being deed-restricted at least through the duration of the HTRZ.

The issue of ownership arose and was discussed various times throughout the meeting. One question was who would own the deed-restricted affordable units. Marlin indicated that the deed-restricted units would not be borne by one developer but dispersed to UTA, the Gardner Group, and STACK real estate. Marlin also stated that the project only has rental units but that there are many current and planned for-sale products in the area. Mayor Johnson indicated the City is currently writing code that will ensure a certain percentage (20%) of new builds will be for sale products.

Marlin clarified the trigger date issue that Jim and Susie brought up earlier. He indicated they are looking at possibly three trigger dates spaced about 3-4 years apart.

Senator Harper asked about parking ratios (shared parking with residential and amenities), office space, for-sale products (ownership opportunities), and the UTA project.

Representative Schultz commended Lehi City on completing this process and completing this HTRZ is the right place. He also applauded going above the statute for affordable housing units at 12% and going to 60% AMI for some of the units. Representative Schultz, Commissioner Powers Gardner, and Jim Evans commented on the need for housing options and opportunities for future generations and how current/status quo housing is pricing many people out of the housing market.

Commission Powers Gardner also asked about the nearest grocery store and wants to make sure essential amenities are transit friendly in this area. She also discussed how

this development project and other nearby development project, such as The Point and Utah City, are part of an overall strategy and are not competitors.

Shawn Lambert commented on water issues and indicated Lehi City has been a good partner and is understanding of the water issues.

Funding Request: 80% tax increment for personal and real property not to exceed 25 years per phase and not to exceed the state mandate of a total of 45 years for the entire project life. The proposal anticipates a total of 216 units of affordable housing which is a total of (12%). 9% of the units will be reserved for 80% AMI (162) and an additional 3% of the units reserved for 60% AMI (54). The unites will be disbursed throughout all the development and all phases and not reserved for one building for the final phase.

Draft Motion: **The Housing and Transit Reinvestment Zone Committee approves the project, as presented to the committee, located within 1/3 mile of the Frontrunner Lehi Station for the duration of 25 years per parcel, for a maximum of up to 45 years, for a maximum capture of 80% property tax increment with the requirement of 12% of affordable housing of at least 80% of AMI, estimated at $237 million.**

The motion was made by Senator Harper and seconded by Representative Schultz. The motion passed unanimously.

7. **Adjourn**

Exhibit B

HTRZ Application

Housing and Transit Reinvestment Zone

Applicant	Marlin Eldred
Applicant ID	APP-080426
Company Name	Lehi City Redevelopment Agency
Recipient Address	Lehi City Redevelopment Agency 153 North 100 East, P.O. Box 255 Lehi, UT 84043
Email	meldred@lehi-ut.gov
Status	Submitted

3. Applicant Information

Question: Name of the City

Lehi City

Question: Name of the HTRZ Project

Lehi Station HTRZ

Question: Contact name

Marlin Eldred

Question: Contact email address

meldred@lehi-ut.gov

Question: Contact telephone number

8017198234

Please provide the contact information of the person to assist in scheduling the meeting, if different from the contact person listed above

Question: Secondary Contact name

Not Answered

Question: Secondary Contact email address

Not Answered

Question: Secondary Contact telephone number

Not Answered

4. Project Details

Question: Please specify the county location of the project

Utah County

Question: Please specify if this application is a:

- [x] Commuter rail station application
- [ ] Light rail station application
- [ ] County of a first class with a bus rapid transit station

Question: Please provide an executive summary of the project including the proposed location and benefit to the community

EXECUTIVE SUMMARY
- Includes over 53 acres within the heart of Silicon Slopes, directly adjacent to Thanksgiving Point and the Lehi Frontrunner Station
- Brings 1,800 residential units to the core of a major employment center
- Provides a total of 216 units of affordable housing (12%), including 25% of the units reservedfor 60% ami (54)

- Increases transit ridership through not only North/South connectivity, but also East/Westconnectivity and last mile solutions
- Increases access to employment and reduces the need to drive to work
- Lehi is the hub of Silicon Slopes, and it is estimated that 30,000 Utahns commute into Lehi forwork daily
- Increases access to education through UVU's Thanksgiving Point campus which is located 0.2 miles from Lehi Station and approximately 0.3 miles from the heart of the project
- Provides ongoing support for Thanksgiving Point
- As a partner on the project, Thanksgiving Point will benefit directly from nearly $1B ininvestment
- Each resident of the project will receive a Thanksgiving Point annual membership - Provides connectivity and options for active transportation through a robust trail system running throughout Lehi City
- The project will be a true S.M.A.R.T Community (Sustainable, Mixed-use, Attractive, Realistic,and Transit-oriented)

HTRZ Funds approximately half of the estimated $237MM investment gap

Question: Please summarize the municipality proposed terms for approval. Consider the percentage rate, number of years and other requirements such as affordable housing that the committee will be asked to approve

As all development doesn't occur overnight it's requested that this project be phased. The city is asking for the max 80% participation from all taxing entities for personal and real property not to exceed 25 years per phase and not to exceed the state mandate of a total of 45 years for the entire project life.

The proposal anticipates a total of 216 units of affordable housing which is a total of (12%). 9% of the units will be reserved for 80% ami (162) and an additional 3% of the units reserved for 60% ami (54). The units will be disbursed throughout all the development and all phases and not reserved for one building for the final phase.

Question: Upload the proposal

Lehi City Thanksgiving Station HTRZ Package Final.pdf (5/30/2023, 12:26 PM)

5. Approval Committee Details

Please help us identify the following individuals, by providing a name, email address and telephone number, that are in-part required by 63N-3-605 (2) to participate in approving this application:

- one representative from each municipality that is a party to the proposed housing and transit reinvestment zone, designated by the chief executive officer of each respective
- municipality; a member of the board of trustees of a large public transit district; one
- member designated by the chief executive officer of each county affected by the housing and transit reinvestment zone; one representative designated by the school superintendent
- from the school district affected by the housing and transit reinvestment zone; and one representative, representing the largest participating local taxing entity, after the
- municipality, county, and school district.

Please use this template to provide your contacts

Question: Desired date of approval meeting (please allow 5 to 7 weeks for review of your application) 7/12/2023

Question: Please upload the contact list using the template provided in the section above.

HTRZ Contacts Template GOEO.xlsx (5/30/2023, 2:57 PM)

6. Declaration of Truth and Accuracy

Any misrepresentation or fraud made in connection with this application may result in criminal prosecution, civil liability, and/or other penalties, including disqualification from this program. The electronic signature below indicates my intent to be bound by the terms of this program and has the same force and effect of a non-electronic signature (see Utah Code § 46-4-201).

Question: Name

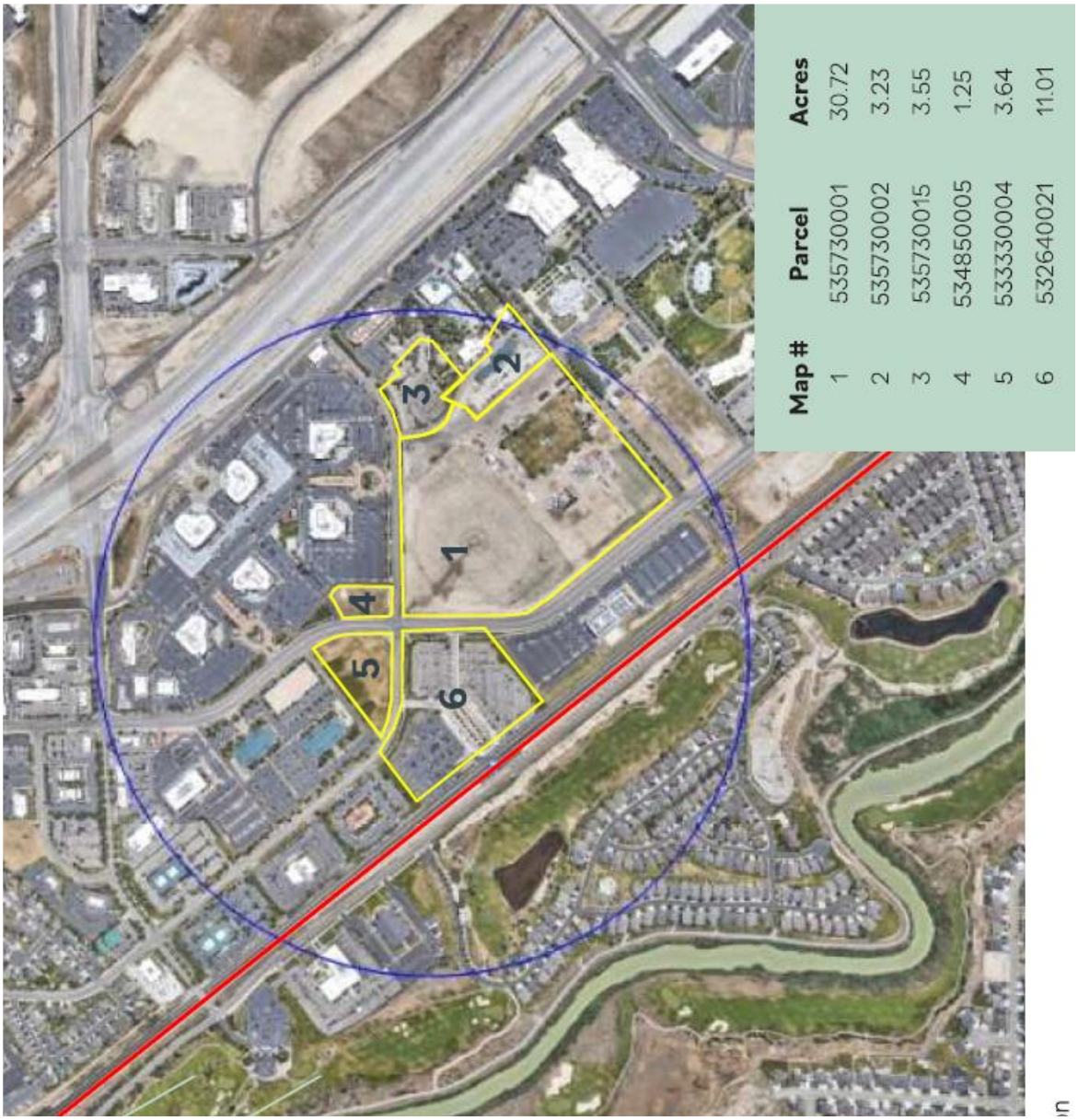
Marlin Eldred

Question: Title

Economic Development Director

Exhibit C

HTRZ



Map #	Parcel	Acres
1	535730001	30.72
2	535730002	3.23
3	535730015	3.55
4	534850005	1.25
5	533330004	3.64
6	532640021	11.01

Exhibit D

Interlocal Agreement with City

(To be added)

Exhibit E

Legal Description of Real Property Within the Project

Lot 4, Plat "C", THANKSGIVING POINT BUSINESS PARK, a vacation of Lots 9 and 10, Thanksgiving Point Business Park, Plat "A" Amended, Lehi, Utah, according to the official plat thereof on file and of record in the office of the Utah County Recorder.

HTRZ Participation Agreement

between

The Lehi City Redevelopment Agency

and

STACK Soccer Field, LLC

_____, 2026

HTRZ Participation Agreement

The Lehi City Redevelopment Agency, a political subdivision of the State of Utah (the "**Agency**"), and STACK Soccer Field, LLC, a Utah limited liability company (the "**Participant**", and with the Agency, may be referred to herein collectively as "**Parties**" or individually as a "**Party**"), agree as follows as of _____, 2026 (the "**Effective Date**"):

1. SUBJECT OF AGREEMENT

1.1 Purpose of the Agreement

The purpose of this HTRZ Participation Agreement (the "**Agreement**") is to implement the Lehi City Housing and Transit Reinvestment Zone (the "**HTRZ**") adopted by the Housing and Transit Reinvestment Zone Committee on November 13, 2023 (the "**HTRZ Approval**") in accordance with the provisions of the Housing and Transit Reinvestment Zone Act set forth in Utah Code 63N-3-601 *et seq.* as in effect as of the date of the HTRZ Approval (the "**Act**"), by providing for the potential development of a Mixed Use Development (as defined in the Act) on approximately 3.64 acres of land, as more particularly described on **Exhibit E** (collectively, and together with any Additional Land (defined below), if any, the "**Project**"), located in the Lehi City, Utah (the "**City**"), and (b) to specify the terms and conditions pursuant to which the Agency and the Participant will cooperate in bringing about this objective, including the funds the Agency will provide to assist in the development of the Project. For purposes hereof, "Additional Land" means any real property (a) within the municipal limits of the City, (b) that is subject to the Area Plan (defined below), (c) that is included within the HTRZ, and (d) that the Participant or an affiliate of the Participant may from time to time acquire following the Effective Date. The fulfillment of this Agreement is vital to and in the best interests of the City and the health, safety, and welfare of its residents, and in accord with public purposes and will provide a benefit to the City and its residents. This Agreement is carried out pursuant to the HTRZ Approval and HTRZ Act.

1.2 HTRZ

The HTRZ was created in accordance with the HTRZ Approval which is attached hereto as **Exhibit A,** based on the Lehi Station HTRZ Application which is attached hereto as **Exhibit B** (the "**HTRZ Application**"). The HTRZ is located within the boundaries of the City. The exact boundaries of the HTRZ are specifically and legally described in **Exhibit C** attached hereto.

1.3 Interlocal Agreement

On or before the Effective Date, in accordance with the requirements of Section 63N-3-607(2)(c)(ii) of the Act, the Agency has entered into an interlocal agreement with the City (the "**Interlocal Agreement**") which is attached hereto as **Exhibit D**. Pursuant to the Interlocal Agreement, the City has agreed, among other things, to pay to the Agency eighty percent (80%) of the Tax Increment generated by the Project.

1.4 Parties to the Agreement

(a) Agency

The Agency is a public body, corporate and politic, exercising governmental functions and powers, and organized and existing under the Act. The address of the Agency for purposes of this Agreement is: Lehi City Redevelopment Agency, 153 North 100 East, Lehi City, Utah 84043, Attention: Re-Development Agency Administrator.

(b) The Participant

The Participant is STACK Soccer Field, LLC, a Utah limited liability company. The address of the Participant for the purposes of this Agreement is: 4101 North Thanksgiving Way, Suite 300, Lehi, Utah 84048.

1.5 No Additional Approvals. Upon the approval of this Agreement by the Agency, and the expiration of all statutory notice and contest periods, no additional legislative action is required for the Agency to perform its obligations hereunder.

2. ASSIGNMENT

Except as permitted by Section 2.1 hereof, the Participant agrees for itself and any successor in interest that during the term of this Agreement the Participant shall not assign or transfer or attempt to assign or transfer all or any part of its obligations under this Agreement without the prior written consent of the Agency, which consent shall not be unreasonably withheld, conditioned or delayed.

2.1 Permissible Transfers.

Notwithstanding the provisions of this Agreement to the contrary, the Participant shall not be required to obtain the Agency's consent, and the Agency shall not be permitted to terminate this Agreement, in connection with the following transfers or the assignment of the Agreement pursuant to the following transfers: (a) the sale, exchange, issuance or redemption of any stock of the Participant or its parent that is listed on a public exchange; (b) transfers of less than a controlling interest in the Participant or its parent; (c) transfers of interests in either the Project or the Participant to an affiliate of the Participant; (d) changes in the organizational form of the Participant; (e) a transfer of the operational responsibilities of the Project to a third party; (f) leasing, subletting or licensing of the Project; (h) a sale and lease back or similar financing transaction of the Project; (i) the granting of any lien, security interest, or other encumbrance upon the Project or the interests of the Participant in the Project or in this Agreement; (j) a transfer of any portion of the Project to one or more entities which is controlling, controlled by or under common control with the Participant; (k) an assignment to a Mortgagee (defined below) of Participant's right to receive all or a portion of the Tax Increment payable to Participant under this Agreement, or (l) a sale (but not an assignment of the obligations of this Agreement, which assignment requires prior written consent of the Agency) of all or any portion of the Project to a third party, or (j) the Participant may transfer real and personal property in the HTRZ and retain

the Participant's rights to receive Tax Increment and proceed of bonds issued under this Agreement.

2.2 Continuing Obligations

Except as otherwise provided herein, and except for a transfer or assignment of this Agreement which has been consented to by the Agency, no assignment or transfer of this Agreement, any part hereof, any right herein, or approval hereof, by the Agency shall be deemed to relieve the Participant from any obligation under this Agreement. Upon the approval by the Agency of an assignment of this Agreement, and provided the assignee assumes the obligations of Participant from and after the date of such assignment, the assigning Participant will be relieved of all obligations under this Agreement arising from and after the date of such assignment and the Agency shall look solely to the assignee for performance of the obligations under this Agreement from and after the date of such assignment. All of the terms, covenants, and conditions of this Agreement shall be binding upon and shall inure to the benefit of the Participant and its permitted successors and assigns.

3 FINANCING OF THE DEVELOPMENT OF THE PROJECT

3.1 Nature of Participant's Obligations

The Participant shall have the right to develop, at its own expense, or cause to be developed, the Project pursuant to and in accordance with the Thanksgiving Point Area Plan as adopted by the City Council on August 8, 2023 (the "Area Plan") or as otherwise permitted by applicable law.

3.2 Responsibility for Development Plans and Permits

For the avoidance of doubt, in the event the Participant elects to develop the Project, the Participant, but not the Agency, shall be responsible for preparing and completing any plans for the acquisition and construction of the Project.

3.3 Funding Responsibility

The Participant and the Agency understand and agree that, except as otherwise expressly provided herein, if the Participant elects to develop the Project, funding for the development of the Project and its related improvements shall come from the Participant's internal capital or financing obtained by the Participant or by a third party. The Agency shall not be liable or responsible for providing, obtaining or guaranteeing any financing for the Project.

4 TAX INCREMENT

4.1 Tax Increment Reimbursement

The Project will be funded in part by Tax Increment pursuant to the provisions of the Act. Under the Act and the Interlocal Agreement, the Agency is entitled to receive eighty percent (80%) of the Tax Increment (as defined below) generated by and within the HTRZ (collectively, the "**HTRZ Funds**") for the Project over an initial period of twenty-five (25) full calendar years

commencing with the Trigger Year (as defined below) for the Project (the "**Increment Period**") and a maximum period of forty-five (45) years. In accordance with the HTRZ Approval and the Interlocal Agreement, the Agency shall begin to receive the HTRZ Funds generated by the Project in the Trigger Year and shall continue for the entire Increment Period. HTRZ Funds are to be paid into a separate account of the Agency used solely for the Tax Increment Reimbursement (defined below) and other uses permissible hereunder and in accordance with the Act and shall be applied for the purposes described in the HTRZ Approval, the HTRZ Application, the Act, the Interlocal Agreement and this Agreement.

For purposes of this Agreement, the following terms shall have the following corresponding meaning:

(a) "**Affordable Housing**" has the meaning set forth in the Act;

(b) "**Base Taxable Value**" has the meaning set forth in the Act.

(c) "**Base Year**" has the meaning set forth in the Act;

(d) "**Enhanced Development**" has the meaning set forth in the Act;

(e) "**Enhanced Development Costs**" has the meaning set forth in the Act;

(f) "**Net HTRZ Funds**" means the HTRZ Funds less the administrative reimbursement payable to the Agency hereunder;

(g) "**Tax Increment**" shall have the meaning set forth in the Act;

(h) "**Trigger Date**" means the date on which a temporary certificate of occupancy is issued for a building in the Project and notice thereof has been provided as required by the Act;

(i) "**Trigger Year**" means the calendar year immediately after the calendar year in which the Trigger Date occurs; and

(j) **"Tax Increment Collection Periods"** The commencement of collection of Tax Increment following the Trigger Date. The parties acknowledge that as HTRZ Approval was adopted on November, 2023, and accordingly the limitation of three tax increment collection periods as set forth in the current version of 63N-3-603(4)(iii) is not applicable.

In consideration for the Participant's election to construct the Project or cause the Project to be constructed, which will promote the objectives set forth in the Act which include, without limitation, higher utilization of public transportation, increasing availability of housing, including Affordable Housing, within the City and State of Utah, and will provide a public benefit to the State, the City and its residents, the Agency agrees to pay to the Participant for the Net HTRZ Funds for reimbursement of all costs permitted to be reimbursed under Section 63N-3-607 of the Act which are incurred by the Participant or third parties in connection with the development of

the Project (the "**Tax Increment Reimbursement**"). The Tax Increment Reimbursement will be paid by the Agency within thirty (30) calendar days of the receipt of the HTRZ Funds by the Agency. The Agency agrees to promptly provide, and in all events within thirty (30) days of the Trigger Date, written notice of the occurrence of such Trigger Date as required by 63N-3-603(6) of the Act to the Utah County Assessor.

Notwithstanding the foregoing, the Agency shall have the right to retain one percent (1%) of the Tax Increment paid to the Agency in reimbursement for the Agency's expenses in administering the HTRZ.

4.2 Conditions Precedent to Payment of the Tax Increment Reimbursement

In addition to the conditions stated elsewhere in this Agreement, the Agency shall have no obligation to make payment hereunder to the Participant until the following conditions precedent are satisfied with respect to the Project: (a) the Participant has obtained a building permit for the construction of the Project; (b) the Agency has actually received payment of the HTRZ Funds generated by the Project (or bond funds secured by HTRZ Funds generated, or to be generated, by the Project), and (c) the Participant has provided evidence to the Agency that not less than twelve percent (12%) of the Dwelling Units (as such term is defined in the Act) are Affordable Housing Units (A) 9% of the proposed Dwelling Units will be occupied or reserved for occupancy by households with a gross household income equal to or less than 80% of the median gross income of the applicable municipal or county statistical area for households of the same size, and (B) three percent (3%) of the proposed Dwelling Units will be occupied or reserved for occupancy by households with a gross household income equal to or less than 60% of the median gross income of the applicable municipal or county statistical area for households of the same size. The Agency acknowledges that the Participant cannot predict if, when or at what rate development of the Project will occur. The timing and rate for development of the Project will depend upon numerous factors outside of the control of the Participant such as market orientation and demand, competition, availability of qualified laborers to construct the Project, and/or weather conditions that may delay construction. The Agency hereby acknowledges that the Participant may develop the Project at such rate and time as the Participant deems appropriate within the exercise of its sole and absolute discretion. The Agency acknowledges that this right is consistent with the intent, purpose, and understanding of the Parties. Except as provided in this Section 4.2 below, nothing in this Agreement shall be construed to require the Participant to proceed with the construction of or any other implementation of the Project or any portion thereof. The Dwelling Units in the Project that are required to be Affordable Housing shall remain Affordable Housing units for as long as Participant is receiving HTRZ funding for the Project.

4.3 Agency's Encumbrance of HTRZ Funds

The Agency agrees that the Agency shall not, without the prior written consent of the Participant, which may be withheld in the Participant's sole and absolute discretion, issue any bonds or other indebtedness that are secured by HTRZ Funds from the HTRZ which are generated by the Project or otherwise take any action which could restrict or impede the payment of the Tax Increment Reimbursement to the Participant, in each case, in whole or in part, until the expiration of the Increment Period.

4.4 Payment of Real Property and *Ad Valorem* Taxes

The Participant understands and agrees that the sole source of HTRZ Funds is the payment of the property tax revenue ("**Taxes**") within the HTRZ. Nothing herein contained, however, shall be deemed to prohibit the Participant from contesting the validity or amount of any tax assessment, encumbrance, or lien, or to limit the remedies available to the Participant in respect thereto.

4.5 Reduction or Elimination of Property Area Funds

In the event that the provisions of Utah law which govern the payment of HTRZ Funds to the Agency are changed or amended so as to reduce or eliminate the amount paid to the Agency, the Agency's obligation to pay the HTRZ Funds to the Participant hereunder shall be accordingly reduced or eliminated. The Participant specifically reserves and does not waive hereunder any right it may have to challenge any law change that would reduce or eliminate the payment of HTRZ Funds to the Agency. The Participant acknowledges, understands and agrees that the Agency is under no obligation to challenge a change in law that reduces or eliminates the payment of HTRZ Funds to the Agency; provided, the Agency will not oppose the Participant, and, if requested by the Participant, Agency will cooperate with the Participant, if the Participant challenges a change in the law that reduces or eliminates the payment of HTRZ Funds to the Agency. In the event any change in law invalidates the Tax Increment Reimbursement provided in support of the Project, the Participant is hereby released from any and all obligations made by the Participant to the Agency. For further clarity, the Participant at its sole and exclusive discretion may, without penalty, terminate its obligations under this Agreement if any change in law invalidates the Participant's right to receive all or any portion of the Tax Increment Reimbursement. For purposes of this Section 4.5 and Section 4.6 below, the Agency's agreement to cooperate means the Agency agrees to (i) to provide information and data necessary to defend against such action, (ii) not cause delay in the prosecution/defense of the action, provided such cooperation shall not require any Party to waive any rights against the other Party.

4.6 Declaration of Invalidity

In the event a court of competent jurisdiction after final adjudication (by the highest court to which the matter may be appealed) (i) declares that the Agency cannot receive HTRZ Funds or reimburse the Participant from HTRZ Funds as provided in this Agreement, (ii) invalidates the HTRZ, or (iii) takes any other action which eliminates or reduces the amount HTRZ Funds paid to the Agency, the Agency's obligation to pay the Tax Increment Reimbursement to the Participant hereunder shall be accordingly reduced or eliminated. The Participant specifically reserves and does not waive hereunder any right it may have to challenge a ruling, decision or order by any court that would reduce or eliminate the payment of HTRZ Funds to the Agency. The Participant acknowledges, understands and agrees that the Agency is under no obligation to challenge a ruling, decision or order by any court that reduces or eliminates the payment of HTRZ Funds to the Agency; provided, the Agency will not oppose the Participant and, if requested by the Participant, will cooperate with the Participant if the Participant challenges a ruling by any court. Additionally, if any court invalidates the HTRZ, the Interlocal Agreement or this Agreement as a result of a procedural defect, the Agency shall take such actions as are necessary to correct such procedural defect. In the event any court invalidates the Tax Increment Reimbursement provided in support

of the Project, the Participant is hereby released from any and all obligations made by the Participant to the Agency. For further clarity, the Participant at its sole and exclusive discretion may, without penalty, terminate its obligations under this Agreement if any court invalidates the Participant's right to receive all or any portion of the Tax Increment Reimbursement.

4.7 New Taxes

The Agency shall not consent to an amendment or modification of any existing Taxes so as to cause them to first become applicable to the HTRZ or the Participant after the Effective Date, and if existing Taxes are so amended or modified, the Agency shall seek to amend the Interlocal Agreement to include such Taxes and will make economic development payments subject to the requirements of this this Agreement, equal to all such Taxes to the Participant to the fullest extent the Agency is legally able to do so. The Agency will not consent to any increase in the applicable rate, as of the Effective Date, of any Tax affecting the HTRZ unless such increase is pursuant to, and in proportion with, an across-the-board increase in all rates for such Tax.

5 DEVELOPMENT OF THE PROJECT

If and to the extent the Participant elects to develop the Project, the Participant agrees to develop, or cause to be developed, the Project as permitted by the Area Plan.

6 DEFAULTS, REMEDIES AND TERMINATION

6.1 Default

If either the Agency or the Participant fails to perform or delays performance of any term or provision of this Agreement or any representation or warranty made herein proves to be false or misleading in any material respect when made, such conduct shall constitute default hereunder. The Party in default must commence to cure, correct, or remedy such failure or delay and shall complete such cure, correction, or remedy within the periods provided in Section 6.3 hereof.

6.2 Notice

If a default under this Agreement occurs, the non-defaulting Party shall give written notice of the default (a "**Default Notice**") to the Party in default, specifying the nature of the default. Failure or delay in giving a Default Notice shall not constitute a waiver of any default or operate as a waiver of any rights or remedies of the non-defaulting Party; but the non-defaulting Party shall have no right to exercise any remedy hereunder without delivering the Default Notice as provided herein. Delays by either Party in asserting any right or remedy hereunder shall not deprive either Party of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert, or enforce any such rights or remedies.

6.3 Cure Period

The non-defaulting Party shall have no right to exercise a right or remedy hereunder unless the subject default continues uncured for a period of one hundred eighty (180) days after delivery of the Default Notice with respect thereto or, where the default is of a nature which cannot be cured within such one hundred eighty (180) day period, the defaulting Party fails to commence such cure

within one hundred eighty (180) days and to diligently proceed to complete the same. A default which can be cured by the payment of money is understood and agreed to be among the types of defaults which can be cured within one hundred eighty (180) days. Notwithstanding the foregoing, with respect to any event of default arising with respect to a non-monetary obligation of a Party hereunder, the non-defaulting Party shall have no right to exercise a right or remedy hereunder unless and until the defaulting Party fails to fully rectify and cure the default within one hundred and eighty (180) days after final adjudication (by the highest court to which the matter may be appealed) that the defaulting Party is in default under this Agreement (or, where the default is of a nature which cannot be cured within such one hundred eighty (180) day period, the defaulting party fails to commence such cure within one hundred eighty (180) days, if reasonably possible, and to diligently proceed to complete the same). During the period of time, if any, that a judicial determination of an alleged default by the Participant is proceeding, the Agency obligation to pay to the Participant that portion of the Tax Increment Reimbursement which is at issue shall continue unless a final non-appealable judgement determines that the Agency did not have an obligations to pay all or a portion of the Tax Increment Reimbursement, in which event, such portion of the Tax Increment Reimbursement shall be repaid by the Participant to the Agency within 60 days upon the final non-appealable judgement.

6.4 Rights and Remedies

Upon the occurrence and during the continuance of an event of default beyond all applicable notice and cure periods hereunder (an "**Event of Default**") by the Agency, the Participant shall have all rights and remedies against Agency as may be available at law or in equity, including, without limitation, the right to obtain specific performance, to recover damages for any default, or to obtain any other remedy consistent with the purposes of this Agreement. If Participant has actual damages (excluding any consequential, punitive, or special damages) as a result of such Event of Default the Participant may seek to recover such damages in an amount not to exceed the amount of the Tax Increment Reimbursement which were required to be paid to the Participant. Upon the occurrence and during the continuance of an Event of Default by the Participant, the Agency may terminate this Agreement and, if the Agency has actual damages (excluding any consequential, punitive, or special damages) as a result of such Event of Default the Agency may seek to recover such damages in an amount not to exceed the amount of the Tax Increment Reimbursement actually received by the Participant. Such rights and remedies are cumulative, and the exercise of one or more of such rights or remedies shall not preclude the exercise, at the same or different times, of any other rights or remedies for the Event of Default or any other Event of Default by the defaulting Party.

6.5 Legal Actions

6.5.1 Venue

All legal actions must be instituted in the Fourth Judicial District Court for the State of Utah, unless they involve a case with mandatory federal jurisdiction, in which case they must be instituted in the Federal District Court for the District of Utah.

6.5.2 Services of Process

Service of process on the Agency shall be made by personal service upon the Executive Director of the Agency, or in such other manner as may be provided by law.

Service of process on the Participant shall be by personal service upon the Participant at the address provided herein. The Participant shall notify Agency of any change in its address by delivering written notice to Agency.

6.5.3 Applicable Law

The laws of the State of Utah shall govern the interpretation and enforcement of this Agreement.

6.5.4 Waiver of Jury Trial.

Each Party hereto hereby irrevocably waives any and all rights it may have to demand that any action, proceeding or counterclaim arising out of or in any way related to this Agreement be tried by jury. This waiver extends to any and all rights to demand a trial by jury arising from any source, including but not limited to the Constitution of the United States, the Constitution of any state, common law or any applicable statute or regulation. Each Party hereby acknowledges that it is knowingly and voluntarily waiving the right to demand trial by jury.

6.5.5 Early Termination by Participant.

The Participant may at any time elect to terminate this Agreement by providing written notice to the Agency, in which event, this Agreement shall terminate as of the date of the delivery of such notice to the Agency.

7 GENERAL PROVISIONS

7.1 Notices, Demands, and Communications Among the Parties

Notices, demands, and communications between the Agency and the Participant shall be sufficiently given if personally delivered or if dispatched by registered or certified mail, postage prepaid, return receipt requested, or an overnight commercial delivery service to the principal offices of the Agency and the Participant, as designated in Section 1.4 hereof. Either Party hereto may change its address specified for notices herein by designating a new address by notice in accordance with this Section. All such notices and other communications shall be effective upon actual receipt by the relevant Party or, if delivered by overnight courier service, upon the first business day after the date deposited with such courier service for overnight (next-day) delivery or, if mailed, upon the third business day after the date deposited into the mail or, if delivered by hand, upon delivery.

7.2 Severability

In the event that any condition, covenant or other provision herein contained is held to be invalid or void by a court of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement and shall in no way affect any other condition, covenant or provision

herein contained unless such severance shall have a material effect on the terms of this Agreement. If such condition, covenant or other provision shall be deemed invalid due to its scope, all other provisions shall be deemed valid to the extent of the scope or breadth permitted by law.

7.3 Nonliability of Agency Officials and Employees

No member, director, officer, agent, employee, or consultant of the Agency shall be personally liable to the Participant, or any successor in interest, in the event of any default or breach by the Agency or for any amount which may become due to the Participant or its successors or on any obligations under the terms of this Agreement. No member, director, officer, agent, employee, or consultant of the Participant shall be personally liable to the Agency, or any successor in interest, in the event of any default or breach by the Participant or for any amount which may become due to the Agency or its successors or on any obligations under the terms of this Agreement.

7.4 Enforced Delay; Extension of Time and Performance

In addition to the specific provisions of this Agreement, neither Party shall be deemed to be in default hereunder when its fails to perform or delays performance of any non-monetary obligations under this Agreement to the extent due to war, insurrection, strikes, lock-outs, riots, floods, earthquakes, fires, casualties, acts of God, acts of a public enemy, epidemics, quarantine restrictions, freight embargoes, lack of transportation, newly enacted governmental restrictions unusually severe weather, inability to secure necessary labor, materials or tools, acts or failure to act of the Agency (with respect to the Participant only) or any other public or governmental entity. An extension of time to perform shall be granted as a result of any of the foregoing causes, which extension shall be for the period of the forced delay and shall run from the time of the commencement of the cause, if notice is sent by the Party claiming such extension to the other Party within thirty (30) days of actual knowledge of the commencement of the cause. Time of performance under this Agreement may also be extended in writing by the Agency and the Participant by mutual agreement.

7.5 Approvals

Whenever the consent or approval is required of any Party hereunder, such consent or approval shall not be unreasonably withheld, delayed or conditioned except as otherwise specifically provided herein, and shall be in writing.

7.6 Time of the Essence

Time shall be of the essence of this Agreement.

7.7 Interpretation

The Parties hereto agree that they intend by this Agreement to create only the contractual relationship established herein, and that no provision hereof, or act of either Party hereunder, shall ever be construed as creating the relationship of principal and agent, or a partnership, or a joint venture or enterprise among the Parties hereto.

7.8 No Third-Party Beneficiaries

It is understood and agreed that this Agreement shall not create in either Party hereto any independent duties, liabilities, agreements, or rights to or with any third party, nor does this Agreement contemplate or intend that any of the benefits hereunder should accrue to any third party.

7.9 Effect and Duration of Covenants; Term of Agreement

The covenants contained in this Agreement shall, without regard to technical classification and designation, bind the Participant and Agency and any of their respective successors in interest. The covenants contained in this Agreement shall inure to the benefit of and in favor of the Agency and the Participant and to their respective successors and assigns during the term of this Agreement. Except as otherwise provided herein, the term of this Agreement shall run from the Effective Date until the expiration of the last Increment Period, provided, the Parties shall continue to have the right to seek to enforce, or commence proceeding to enforce, the obligations of the other Party that arose prior to the termination of this Agreement.

8 ENTIRE AGREEMENT, WAIVERS AND AMENDMENTS

8.1 This Agreement may be executed in duplicate originals, each of which shall be deemed an original. This Agreement, including all Exhibits hereto, constitutes the entire understanding and agreement of the Parties with respect to the matters set forth herein. All Exhibits attached hereto are hereby incorporated herein by reference and are made a part hereof as though fully set forth herein.

8.2 When executed by both Parties, this Agreement integrates all of the terms and conditions mentioned herein or incidental hereto and supersedes all negotiations or previous agreements between or among the Parties with respect to all or any part of the Project and the development thereof.

8.3 All waivers of the provisions of this Agreement must be in writing. This Agreement and any provisions hereof may be amended only by mutual written agreement by the Participant and the Agency.

8.4 Each Party hereto hereby represents and warrants unto the other as of the Effective Date that (i) this Agreement has been duly authorized by such Party and when executed and delivered will constitute the valid, legal and binding agreement and obligation of such Party enforceable against such Party in accordance with the terms hereof, and (ii) each person signing on behalf of such Party has been duly authorized by the governing body or board of such Party to bind such Party to the terms and conditions hereof.

8.5 In the event any litigation ensues with respect to the rights, duties and obligations of the Parties under this Agreement, the unsuccessful Party in any such action or proceeding shall pay for all costs, expenses and reasonable attorney's fees incurred by the prevailing party in enforcing the covenants and agreements of this

Agreement. The term "prevailing party," as used herein, shall include, without limitation, a Party who obtains legal counsel and (a) brings action against the other Party by reason of the other Party's breach or default and obtains substantially the relief sought, whether by compromise, settlement or judgment or (b) defends an action against brought by the other Party and the other Party fails to obtain substantially the relief sought, whether by compromise, settlement or judgment.

9 MORTGAGEE PROTECTIONS; ESTOPPEL

9.1 The Parties hereto agree that this Agreement shall not prevent or limit the Participant from encumbering the Project or any estate or interest therein, portion thereof, or any improvement thereon, in any manner whatsoever by one or more mortgages, deeds of trust, sale and leaseback, or other form of secured financing ("**Mortgage**") with respect to the construction, development, use or operation of the Project and parts thereof. The Agency acknowledges that the lender(s) providing such Mortgages may require certain interpretations and modifications to this Agreement and the Agency agrees, upon request, from time to time, to meet with the Participant and representatives of such lender(s) to negotiate in good faith any such request for interpretation or modification. The Agency will not unreasonably withhold its consent to any such requested interpretation or modification, provided such interpretation or modification is consistent with the intent and purposes of this Agreement.

9.2 Notwithstanding any of the provisions of this Agreement to the contrary, the Participant shall have the right to assign its rights to receive all or a portion of Tax Increment payable to Participant hereunder to one or more holders of a Mortgage (each a "**Mortgagee**") without the consent of the RDA. Notwithstanding the assignment of such rights to a Mortgage, a Mortgagee shall not have any obligation or duty to perform pursuant to the terms set forth in this Agreement.

9.3 If requested in writing by a Mortgagee, the RDA shall deliver to such Mortgagee any notice of default delivered to the Participant hereunder. A Mortgagee shall have the right, but not the obligation, to cure such default within thirty (30) days after such Mortgagee receives such notice, or such longer periods as may be reasonably necessary for the Mortgagee to exercise its remedies so long as such Mortgage promptly commences the cure of such default following Mortgage's obtaining possession of the Project and diligently prosecutes the same to completion, during which period the Agency shall not exercise any remedies hereunder.

9.4 If this Agreement is terminated as to any portion of the Project by reason of (i) any Event of Default or (ii) as a result of a bankruptcy proceeding of the Participant, or if this Agreement is disaffirmed by a receiver, liquidator, or trustee for the Participant or its property, the Agency, if requested by any Mortgagee, shall negotiate in good faith with such Mortgagee for a new HTRZ Participation Agreement for the Project as to such portion of the Project with the most senior Mortgagee requesting such new agreement.

9.5 At any time, and from time to time, the Participant may deliver written notice to the Agency, and the Agency may deliver written notice to the Participant, requesting that such Party certify in writing that, to the knowledge of the certifying Party (i) this Agreement is in full force and effect and a binding obligation of the Parties, (ii) this Agreement has not been amended, or if amended, the identity of each amendment, (iii) the requesting Party is not then in breach of this Agreement, or if in breach, a description of each such breach, and (iv) any other factual matters reasonably requested (an "**Estoppel Certificate**"). The Executive Director of the Agency shall be authorized to execute, on behalf of the Agency, any Estoppel Certificate requested by the Participant which complies with this Section 9.5 within fifteen (15) days of a written request for such Estoppel Certificate. The Agency's failure to furnish an Estoppel Certificate within fifteen (15) days after request therefor shall be conclusively presumed that: (a) this Agreement is in full force and effect without modification in accordance with the terms set forth in the request; and (b) that there are no breaches or defaults on the part of the Participant. The Agency acknowledges that an Estoppel Certificate may be relied upon by transferees or successors in interest to the Participant and by Mortgagees holding an interest in the Property.

10 CONFIDENTIALITY

10.1 The Parties acknowledge and agree that this Agreement shall become a public record under Utah law, and that discussion regarding this Agreement shall take place before the Agency board in open session. The Agency covenants that it will hold all information obtained by it that Participant has designated Confidential Business Information under Section 10.2 below, or any person employed by or representing the Agency, related to the Participant's business in strictest confidence and the Agency covenants not to disclose, divulge or otherwise communicate in any manner to any person or entity, other than to those parties necessary to verify compliance with this Agreement, provided that such parties are likewise under reasonable confidentiality obligations and not subject to public disclosure unless otherwise required by applicable laws.

10.2 The Participant may designate any trade secrets or confidential business information included in any report or other writing delivered to the Agency pursuant to or in connection with this Agreement by any method intended to clearly set apart the specific material that the Participant claims to be either its trade secrets or confidential business information that, if released, would give an advantage to competitors of the Participant and serve no public purpose (such information, collectively, "**Confidential Business Information**"). The Agency shall redact or delete from any records it makes available for inspection or of which it provides copies any material designated by the Participant as Confidential Business Information. Promptly following the Agency's receipt of any request to provide copies of public records relating to this Agreement or the Project or for inspection of the same by any third party, the Agency shall give written notice and a copy of such request to the Participant. The Agency shall not allow inspection or provide copies of any such records until the Agency shall have had not less than ten

(10) business days excluding the day of receipt to determine whether to contest the right of any party to inspect or receive copies of the records or to inspect such records without redaction of the Confidential Business Information. Any such action to enjoin the release of Confidential Business Information may be brought in the name of the Participant or the Agency. The costs, damages, if any, and attorneys' fees in any proceeding commenced by the Participant or at its request by the Agency to prevent or enjoin the release of Confidential Business Information in any public records relating to this Agreement or the Project shall be borne by the Participant.

[SIGNATURES ON THE FOLLOWING PAGE

SIGNATURE PAGE TO THE PARTICIPATION AGREEMENT

LEHI CITY REDEVELOPMENT AGENCY, a political subdivision of the State of Utah

By: _____

Attest:

By:_____

STACK SOCCER FIELD, LLC, a Utah limited liability company

By: STACK Real Estate, LLC, a Utah limited liability company, its Manager

By: _____
Andrew Bybee, Manager

Exhibit A

HTRZ Approval

(k)

(l) Housing and Transit Reinvestment Zone Committee

Lehi City Thanksgiving Station Proposal

Thanksgiving Point, Visa Building, 5th Floor Conference Room
2901 Ashton Blvd, Lehi, Utah 84043

November 13, 2023 • 1:00 – 2:15 PM

(1) MINUTES

Committee Members Attending: Representative Mike Schultz, Senator Wayne Harper, Jim Grover, Jim Evans, Mayor Mark Johnson, Kirt Slaugh (remote), Beth Holbrook, Commissioner Amelia Powers Gardner, Jason Sundberg, Shawn Lambert

GOEO Staff Attending: Tanner Anderson, Allison James-Garcia, Hyrum Worth, Ryan Starks

Guests Attending: Susan Becker (ZPFI), Elliott Clark (Attorney General's Office)

*The first four minutes and 34 seconds of the meeting were muted and, therefore, not included in the audio recording. The missed time consists of the Welcome and Introductions and Approval of Minutes. Jim Grover, chair of the committee, restated Approval of Minutes section at the end of the meeting for the official record. The audio recording begins with the Oath of Office.

1. Welcome and Introductions*

Jim Grover of the Governor's Office of Economic Opportunity welcomed everyone to the HTRZ meeting. This meeting is occurring because Lehi submitted an application for the creation of an HTRZ. Jim had each committee member and presenter introduce themselves. Everyone was in-person except for Kirt Slaugh, who joined remotely.

2. Approval of Minutes*

The minutes from the last HTRZ Committee, which took place on November 8, 2023, were approved. Jim Evans motioned to approve the minutes, and Beth Holbrook seconded the motion. Representative Schultz, Senator Harper, Jim Evans, Beth Holbrook, Kirt Slaugh, and Jim Grover voted to approve the minutes.

New members who were not in the November 8, 2023 meeting abstained from voting. Abstaining votes included Mark Johnson, Amelia Powers Gardner, Jason Sundberg, and Shawn Lambert.

3. Oath of Office

Tanner Anderson, GOEO staff, administered the oath of office to new members, including Mark Johnson, Amelia Powers Gardner, and Jason Sundberg. All three were present in person to receive the oath of office.

Representative Mike Schultz, Jim Grover, Senator Wayne Harper, Jim Evans, Beth Holbrook, Shawn Lambert, and Kirt Slaugh all took oaths of office earlier and did not need to be sworn in again.

4. Overview of Proposal

Mayor Mark Johnson provided an overview of the Lehi HTRZ, including high-level overview of Lehi's growth initiatives and how HTRZ /TOD fits into these initiatives. He emphasized Lehi City being conscious of the current and future housing needs and the need for higher density in some areas to help mitigate housing issues.

Marlin Eldred, Economic Development Director for the City of Lehi, presented the HTRZ proposal in-depth. Marlin discussed how this proposal is a partnership between Lehi City, UTA, Thanksgiving Point, the Gardner Group, and STACK Real Estate.

- Overview
    - 1,800 multifamily units
        - Including 162 units at 80% AMI and 54 units at 60% AMI
            - Affordable units will be interspersed throughout the project and be equivalent quality to the market rate units
        - Average of 76 units per acre
    - 770,000 square feet of Class A Office Space
    - 80,000 square feet of retail shops and restaurants
    - 70,000 square foot lifestyle climbing gym
    - The linking and expansion of a regional trail system promoting active transportation, including walking promenade
- Increased development costs
    - Increased costs include residential higher density and structure parking, affordable housing, and office higher density and structure parking.

- Combined total = $237M
- $122M of tax increment
- Even with full HTRZ participation, the developers will still need to cover a $115M investment gap.

Marlin discussed how the Lehi Station HTRZ meets the objectives of the HTRZ statute. It will promote greater utilization of public transit through proximity, connectivity, and Last Mile Solutions (multi-use paths for active transportation options), including how the Lehi Station HTRZ fits within the major transit corridor and other planned TODs (i.e., The Point and Utah City). As highlighted earlier, the proposal provides affordable housing at 12%. The HTRZ also looks to 1) improve water conservation and air quality and 2) increase access to employment and educational opportunities that are already in the area (Silicon Slopes, Thanksgiving Point, UVU, etc.), as well as what is planned in the proposal, and 3) encourage transformative mixed-use development.

Lastly, Marlin compared the status quo vs. HTRZ – without HTRZ funding, densifying around the Lehi FrontRunner station is not financially feasible. Beth Holbrook commented that she appreciated the attention to the walkability piece, including having the walk be a pleasant experience.

Jim Grover asked about the standard non-HTRZ development (status quo). Marlin described the status quo as traditional garden-style, three stories, no elevators, surface parking with some coverings, 30 units to the acre. With HTRZ, they are looking at 76 units to the acre, five stories with internal structured parking (which also assists with the development's ambiance/ look & feel).

Elliot Clark, AG's office, asked for clarification on the statute that 51% of the developable area be residential. Marlin and David Denison (Gardner Group) confirmed that the residential will be over 51% of the developable area.

5. Review of Zions Public Finance Gap Analysis

Susan Becker of Zions Public Finance, Inc. (ZPFI) provided a review of ZPFI's gap analysis and review. ZFPI found a slightly different number for density – 66 units per acre on 51% of the total 53.4 parcel acres vs. the applicant's 76 – either way, both will comply with the statute. The gap included in this proposal results from affordable housing units, enhanced construction costs, and public infrastructure.

- Affordable housing:
  - $91,000 per unit (higher in Tech Corridor)
- Enhanced construction costs
  - Office - $417; multlifamily - $357 per gross sf
  - Comparable application - $397
- Infrastructure
  - $17M for power infrastructure

Susan indicated the increment generated outlined in the proposal is similar to the numbers ZPFI found:

> 80% increment (property tax): Applicant = $122 million; ZPFI = $116 million over 25 consecutive years on each parcel with a 45-year period

Susan reviewed the trigger dates, as this issue was discussed at length at the last HTRZ committee meeting. Susan indicated the assumed absorption to be over nine years, with nine trigger dates. Based on the discussion at the previous meeting, Susan included an additional valuation not included in the gap analysis report, which states $98.7M with the Year 1 trigger date and 25 years total.

Susan reviewed the projections provided by the applicant for increased costs, and ZFPI found the applicant's projections within a reasonable range. ZFPI's total costs were slightly lower ($233.5M) vs. applicant ($237M).

6. Deliberation on a Motion

Jim Grover asked about how they plan to implement the affordable housing standard. Marlin indicated that discussion during the proposal process included that it is important to have the affordable housing units spread throughout the development, and the development agreement will consist of the affordable housing units being deed-restricted at least through the duration of the HTRZ.

The issue of ownership arose and was discussed various times throughout the meeting. One question was who would own the deed-restricted affordable units. Marlin indicated that the deed-restricted units would not be borne by one developer but dispersed to UTA, the Gardner Group, and STACK real estate. Marlin also stated that the project only has rental units but that there are many current and planned for-sale products in the area. Mayor Johnson indicated the City is currently writing code that will ensure a certain percentage (20%) of new builds will be for sale products.

Marlin clarified the trigger date issue that Jim and Susie brought up earlier. He indicated they are looking at possibly three trigger dates spaced about 3-4 years apart.

Senator Harper asked about parking ratios (shared parking with residential and amenities), office space, for-sale products (ownership opportunities), and the UTA project.

Representative Schultz commended Lehi City on completing this process and completing this HTRZ is the right place. He also applauded going above the statute for affordable housing units at 12% and going to 60% AMI for some of the units. Representative Schultz, Commissioner Powers Gardner, and Jim Evans commented on the need for housing options and opportunities for future generations and how current/status quo housing is pricing many people out of the housing market.

Commission Powers Gardner also asked about the nearest grocery store and wants to make sure essential amenities are transit friendly in this area. She also discussed how

this development project and other nearby development project, such as The Point and Utah City, are part of an overall strategy and are not competitors.

Shawn Lambert commented on water issues and indicated Lehi City has been a good partner and is understanding of the water issues.

Funding Request: 80% tax increment for personal and real property not to exceed 25 years per phase and not to exceed the state mandate of a total of 45 years for the entire project life. The proposal anticipates a total of 216 units of affordable housing which is a total of (12%). 9% of the units will be reserved for 80% AMI (162) and an additional 3% of the units reserved for 60% AMI (54). The unites will be disbursed throughout all the development and all phases and not reserved for one building for the final phase.

Draft Motion: **The Housing and Transit Reinvestment Zone Committee approves the project, as presented to the committee, located within 1/3 mile of the Frontrunner Lehi Station for the duration of 25 years per parcel, for a maximum of up to 45 years, for a maximum capture of 80% property tax increment with the requirement of 12% of affordable housing of at least 80% of AMI, estimated at $237 million.**

The motion was made by Senator Harper and seconded by Representative Schultz. The motion passed unanimously.

7. **Adjourn**

Exhibit B

HTRZ Application

Housing and Transit Reinvestment Zone

Applicant	Marlin Eldred
Applicant ID	APP-080426
Company Name	Lehi City Redevelopment Agency
Recipient Address	Lehi City Redevelopment Agency 153 North 100 East, P.O. Box 255 Lehi, UT 84043
Email	meldred@lehi-ut.gov
Status	Submitted

3. Applicant Information

Question: Name of the City

Lehi City

Question: Name of the HTRZ Project

Lehi Station HTRZ

Question: Contact name

Marlin Eldred

Question: Contact email address

meldred@lehi-ut.gov

Question: Contact telephone number

8017198234

Please provide the contact information of the person to assist in scheduling the meeting, if different from the contact person listed above

Question: Secondary Contact name

Not Answered

Question: Secondary Contact email address

Not Answered

Question: Secondary Contact telephone number

Not Answered

4. Project Details

Question: Please specify the county location of the project

Utah County

Question: Please specify if this application is a:

- [x] Commuter rail station application
- [ ] Light rail station application
- [ ] County of a first class with a bus rapid transit station

Question: Please provide an executive summary of the project including the proposed location and benefit to the community

EXECUTIVE SUMMARY
- Includes over 53 acres within the heart of Silicon Slopes, directly adjacent to Thanksgiving Point and the Lehi Frontrunner Station
- Brings 1,800 residential units to the core of a major employment center
- Provides a total of 216 units of affordable housing (12%), including 25% of the units reservedfor 60% ami (54)

- Increases transit ridership through not only North/South connectivity, but also East/Westconnectivity and last mile solutions
- Increases access to employment and reduces the need to drive to work
- Lehi is the hub of Silicon Slopes, and it is estimated that 30,000 Utahns commute into Lehi forwork daily
- Increases access to education through UVU's Thanksgiving Point campus which is located 0.2 miles from Lehi Station and approximately 0.3 miles from the heart of the project
- Provides ongoing support for Thanksgiving Point
- As a partner on the project, Thanksgiving Point will benefit directly from nearly $1B ininvestment
- Each resident of the project will receive a Thanksgiving Point annual membership - Provides connectivity and options for active transportation through a robust trail system running throughout Lehi City
- The project will be a true S.M.A.R.T Community (Sustainable, Mixed-use, Attractive, Realistic,and Transit-oriented)

HTRZ Funds approximately half of the estimated $237MM investment gap

Question: Please summarize the municipality proposed terms for approval. Consider the percentage rate, number of years and other requirements such as affordable housing that the committee will be asked to approve

As all development doesn't occur overnight it's requested that this project be phased. The city is asking for the max 80% participation from all taxing entities for personal and real property not to exceed 25 years per phase and not to exceed the state mandate of a total of 45 years for the entire project life.

The proposal anticipates a total of 216 units of affordable housing which is a total of (12%). 9% of the units will be reserved for 80% ami (162) and an additional 3% of the units reserved for 60% ami (54). The units will be disbursed throughout all the development and all phases and not reserved for one building for the final phase.

Question: Upload the proposal

Lehi City Thanksgiving Station HTRZ Package Final.pdf (5/30/2023, 12:26 PM)

5. Approval Committee Details

Please help us identify the following individuals, by providing a name, email address and telephone number, that are in-part required by 63N-3-605 (2) to participate in approving this application:

- one representative from each municipality that is a party to the proposed housing and transit reinvestment zone, designated by the chief executive officer of each respective municipality; a member of the board of trustees of a large public transit district; one member designated by the chief executive officer of each county affected by the housing and transit reinvestment zone; one representative designated by the school superintendent from the school district affected by the housing and transit reinvestment zone; and one representative, representing the largest participating local taxing entity, after the municipality, county, and school district.

Please use this template to provide your contacts

Question: Desired date of approval meeting (please allow 5 to 7 weeks for review of your application) 7/12/2023

Question: Please upload the contact list using the template provided in the section above.

HTRZ Contacts Template GOEO.xlsx (5/30/2023, 2:57 PM)

6. Declaration of Truth and Accuracy

Any misrepresentation or fraud made in connection with this application may result in criminal prosecution, civil liability, and/or other penalties, including disqualification from this program. The electronic signature below indicates my intent to be bound by the terms of this program and has the same force and effect of a non-electronic signature (see Utah Code § 46-4-201).

Question: Name

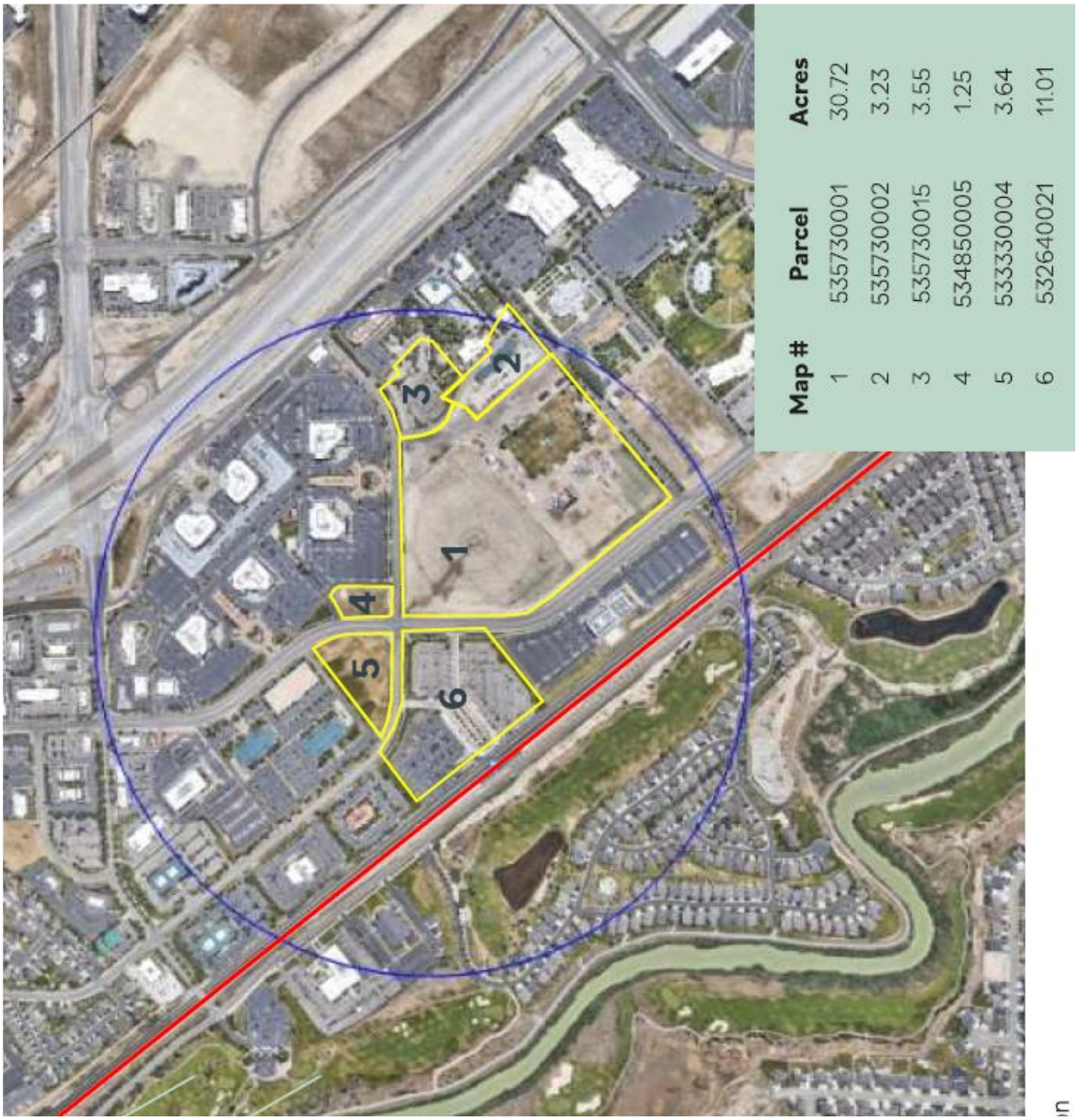
Marlin Eldred

Question: Title

Economic Development Director

Exhibit C

HTRZ



Map #	Parcel	Acres
1	535730001	30.72
2	535730002	3.23
3	535730015	3.55
4	534850005	1.25
5	533330004	3.64
6	532640021	11.01

Exhibit D

Interlocal Agreement with City

(To be added)

Exhibit E

Legal Description of Real Property Within the Project

Lot 4, Plat "C", THANKSGIVING POINT BUSINESS PARK, a vacation of Lots 9 and 10, Thanksgiving Point Business Park, Plat "A" Amended, Lehi, Utah, according to the official plat thereof on file and of record in the office of the Utah County Recorder.

Agenda Item No: 2

City Council Agenda Item Report

Meeting Date: March 24, 2026
Submitted By: Kate Morgan
Submitting Department:
Item Type: Action Item
Agenda Section: Working Discussion Items

Subject:
Discussion of a Proposal to Conduct a Feasibility Study for an Ice Center

Suggested Action:

Attachments:

Lehi City Ice Center - Feasibility Study Fee Proposal - 2-12-2026.pdf

Marlin Eldred, Lehi City Economic Development Director
Lehi City, Utah 84043

Re: Feasibility Study – Lehi City Ice Center

Marlin,

Thank you for the opportunity to provide you with our proposal to provide a feasibility study for a potential Lehi Ice Center. With the arrival of the Utah Mammoth, our state's own NHL franchise, hockey is growing at unprecedented rates. With this growth, the demand for public ice rinks is also very high but there is a significant shortage of ice rinks in the state of Utah, and specifically the Wasatch Front. A new facility located in Lehi City would be a welcome addition to hockey, figure skating and other ice sports and would provide an opportunity to be the Ice Center that sets the standard for all others to follow. The following proposal outlines our approach to studying the feasibility of this new center and will equip you and the leaders of Lehi City to make informed decisions on how to proceed.

The process of building a new facility such as yours can be a bit overwhelming, but carefully considering your options and making good decisions is the key to a successful project. A Feasibility Study to explore design options can help define the parameters of the project but also provide you with a good basis of construction cost moving forward. Babcock Design has a unique understanding of the design, function and operation of professional and recreational Ice Centers, and we believe we can help you with a Feasibility Study to define the scope and budget for your project so that you and the other Stakeholders are equipped with the best information to proceed with your project. Our goal is to provide you with a facility that will be economically feasible, but also one that provides an economic contribution and becomes a catalyst for growth of surrounding businesses within the community.

DESIGN INTENT

As we discussed, we understand that Lehi City has two current site options for this project

The current project scope as we understand it is to study:

- A new Ice Center that will have 2-3 new NHL-standard ice rinks, with the necessary support elements, such as locker rooms, restrooms, spectator seating, concessions, skate rental, etc.
- Study the pros and cons of two existing site options to determine which would be the best option.
- Provide a conceptual construction budget for each option to understand funding requirements.
- Provide a high-level analysis of the economics of a new Ice Center, such as current demographics, projected growth of ice sports, tournament opportunities and other economic considerations.
- Tour(s) of select ice centers in other states to see previous facilities, hold discussions with their operators to understand how well each is functioning to learn from previous centers.

SCOPE OF SERVICES

STAGE 1. CONCEPT DESIGN AND SITE PLANNING
STAGE 2. ARCHITECTURAL DESIGN SERVICES

Stage 1 is intended to establish all the parameters of the project such as scope, concept, budget, schedule, and entitlements/approvals. At the end of Stage 1, we can negotiate a final design fee based upon the parameters established in Stage 1.

Stage 2 is the traditional Architectural Design services phase, where the project is taken from Schematic Design to Construction Administration and is complete when the Certificate of Occupancy is received. Full permit drawings are produced during this phase.

This proposal only addresses Stage 1 since the parameters of the project are yet to be determined.

STAGE 1 – CONCEPT DESIGN, SITE PLANNING & ECONOMIC ANALYSIS

This phase will consist of information gathering and understanding of the function and space needs for the new Lehi City Ice Center. We suggest that the best way to accomplish this is to hold an intensive design session, know as a "charette", where we can hold a deep-dive meeting to learn as much as we can about your needs and requirements for the new project. Once the charette has been held, we will synthesize and analyze the information we have gathered into a building program, which is a detailed list of all the spaces and functions required for the project. This will allow us to summarize square footage needs, critical adjacencies of spaces and functions, and special requirements of the project.

Next, we will explore design concepts through sketches and 3D software to test different design approaches. The preliminary designs will include conceptual floor plans, elevations, and preliminary Sketchup model. We will then perform a high-level economic analysis of each option, along with a Conceptual Construction budget to provide an overall conceptual project cost.

DELIVERABLES

a. Lehi City Ice Center – Concept Site Plans, Floor Plans, Elevations and 3D Massing Studies
b. Overall Site Plan options – Building orientation, access, parking, and visibility from street.
c. High-level economic narrative describing
d. Digital PDF and up to 10 hard copies of final Feasibility Study.
e. Presentation of the Feasibility Study findings at a Lehi City public meeting, to help gain public support.

FEE BASIS – STAGE 1 CONCEPT DESIGN & SITE PLANNING

Estimated fees for the design services and deliverables described above are as follows:

1.	Tour/Analysis of Existing Facilities	$7,600
2.	Floor Plans, Elevations and 3D Massing Concepts:	$9,200
3.	Overall Site Plan Concepts (up to 3):	$7,700
4.	High-Level Economic Analysis	$5,125
5.	Production/compilation of final study (presentation quality):	$4,100

TOTAL STAGE 1 FEE: $33,725

BILLING CYCLE

The owner will be billed monthly based on completion of work requested. Payment is due within 30 days. Late fees of 18% will be incurred after 30 days.

REIMBURSABLES

- Large format/Oversize printing
- Travel (mileage, airfare and lodging)

EXCLUSIONS

- Conceptual Architectural services only for Stage 1. Additional consultants are excluded but can be added to the base fee upon request. Geotechnical, Civil, Acoustics and other specialties are assumed to be by the Owner and are excluded.

If additional meetings are required and/or requested, a fee will be added at an hourly rate as listed below:

Sr. Principal	$250.00
Principal	$210.00
Associate	$140.00
Sr. Project Manager	$135.00
Project Manager	$125.00
Sr. Project Architect	$120.00
Project Architect	$110.00
Architectural Staff	$100.00
Interior Designer	$100.00
Production	$95.00
Accounting	$125.00
Admin / Clerical	$65.00

We thank you for the opportunity to work with you and look forward to assisting you to achieve the objectives of your project. Please do not hesitate to call me with any questions.

Sincerely,

Rob Cottle, President/CEO

FEE PROPOSAL

February 12, 2026

Babcock Design

Please acknowledge acceptance of the proposal by signing and dating. Should you have any questions or concerns, please call 801.531.1144 (Salt Lake City Office), or 208.424.7675 (Boise Office).

Owner's Signature

Date

Name & Title (typed or printed)

Agenda Item No: 3

City Council Agenda Item Report

Meeting Date: March 24, 2026
Submitted By: Teisha WIlson
Submitting Department:
Item Type: Presentation
Agenda Section: Working Discussion Items

Subject:
Discussion of Updates to the Power Standards Manual

Suggested Action:

Attachments:

LEHI_DWG-8.0-ELECTRICAL SERVICE INFORMATION - POWER QUALITY AND CUSTOMER EQUIPMENT-DETAIL_8.0_REV1.0.docx

8. POWER QUALITY AND CUSTOMER EQUIPMENT

8.1 CUSTOMER RESPONSIBILITIES

8.1.1 PROTECTION OF CUSTOMER-OWNED EQUIPMENT:
CUSTOMERS ARE RESPONSIBLE FOR PROVIDING AND MAINTAINING ADEQUATE PROTECTIVE DEVICES FOR ALL EQUIPMENT LOCATED ON THE CUSTOMER'S SIDE OF THE SERVICE POINT. THIS INCLUDES TELEVISIONS, COMPUTERS, APPLIANCES, ELECTRONICS, AND ANY OTHER CUSTOMER-OWNED DEVICES.

8.1.2 SURGE PROTECTION REQUIREMENTS:
CUSTOMERS ARE RESPONSIBLE FOR INSTALLING SURGE PROTECTIVE DEVICES (SPDS) SUITABLE FOR THEIR EQUIPMENT. THE UTILITY DOES NOT GUARANTEE THAT THE ELECTRICAL SYSTEM WILL BE FREE FROM VOLTAGE FLUCTUATIONS, SWITCHING TRANSIENTS, OR LIGHTNING-RELATED DISTURBANCES.
USE OF POINT-OF-USE SURGE PROTECTION OR WHOLE-PREMISE SURGE PROTECTION IS RECOMMENDED TO REDUCE THE RISK OF DAMAGE TO SENSITIVE ELECTRONIC EQUIPMENT.

8.1.3 SINGLE-PHASE PROTECTION:
CUSTOMERS ARE RESPONSIBLE FOR PROVIDING SINGLE-PHASE PROTECTION FOR EQUIPMENT THAT MAY BE AFFECTED BY UNDERVOLTAGE, OVERVOLTAGE, PHASE LOSS, OR OTHER ABNORMAL ELECTRICAL CONDITIONS. THE UTILITY IS NOT RESPONSIBLE FOR DAMAGE RESULTING FROM THE ABSENCE, FAILURE, OR IMPROPER APPLICATION OF CUSTOMER-PROVIDED PROTECTIVE DEVICES.

8.1.4 CUSTOMER-OWNED WIRING AND FACILITIES:
ALL WIRING, EQUIPMENT, AND DEVICES LOCATED ON THE CUSTOMER'S SIDE OF THE SERVICE POINT ARE OWNED, OPERATED, AND MAINTAINED BY THE CUSTOMER. THE UTILITY IS NOT RESPONSIBLE FOR FAILURES, MALFUNCTIONS, OR DAMAGES CAUSED BY CUSTOMER-OWNED WIRING, EQUIPMENT CONDITIONS, OR LACK OF PROTECTIVE DEVICES.

8.2 VOLTAGE DISTURBANCES AND SENSITIVE EQUIPMENT

8.2.1 THERE IS NO GUARANTEE OF CONTINUITY OF SERVICE. THE POWER DEPARTMENT SHALL ENDEAVOR TO PROVIDE CONTINUOUS ELECTRIC SERVICE; HOWEVER, AN INHERENT ASPECT OF THE ELECTRIC POWER INDUSTRY IS THAT, AT TIMES, THERE WILL BE SOME DEGREE OF FAILURE, INTERRUPTION, SUSPENSION, CURTAILMENT OR FLUCTUATION OF ELECTRIC SERVICE. THE POWER DEPARTMENT THUS DOES NOT GUARANTEE CONSTANT OR UNINTERRUPTED DELIVERY OF ELECTRIC SERVICE AND SHALL HAVE NO LIABILITY TO ITS CUSTOMERS OR ANY OTHER PERSON FOR ANY INTERRUPTION, SUSPENSION, CURTAILMENT OR FLUCTUATION IN ELECTRIC SERVICE OR FOR ANY LOSS OR DAMAGE CAUSED THEREBY.

8.2.2 CUSTOMER EQUIPMENT SHALL BE DESIGNED AND OPERATED SO THE DISTRIBUTION SYSTEM IS UTILIZED EFFICIENTLY. LEHI CITY POWER IS COMMITTED TO PROVIDING RELIABLE ELECTRIC SERVICE AND WORKS CONTINUOUSLY TO MINIMIZE POWER DISTURBANCES. OCCASIONAL DISTURBANCES ARE PART OF OPERATING ANY ELECTRIC SYSTEM. EACH CUSTOMER HAS THE RESPONSABILITY TO ADDRESS POWER QUALITY NEEDS AT THEIR LOCATIONS WHERE ESPECIALLY SENSITIVE OR CRITICAL EQUIPMENT IS USED.
CUSTOMERS SHOULD REFER TO THE EQUIPMENT MANUFACTURER FOR RECOMMENDED POWER-CONDITIONING SOLUTIONS TO HELP THE EQUIPMENT PERFORM THROUGH THESE EVENTS.

8.3 EQUIPMENT CHARACTERISTICS AND SYSTEM COMPATIBILITY

8.3.1 CUSTOMER EQUIPMENT SHALL BE DESIGNED AND OPERATED SO THE DISTRIBUTION SYSTEM IS UTILIZED EFFICIENTLY.

8.3.2 CUSTOMER EQUIPMENT SHALL NOT CAUSE UNDUE INTERFERENCE WITH SERVICE TO OTHER CUSTOMERS.

8.4 VOLTAGE AND FREQUENCY COMPATIBILITY

8.4.1 CUSTOMER EQUIPMENT SHALL BE DESIGNED TO PERFORM WITHIN THE STANDARD VOLTAGE RANGES AND FREQUENCY.

8.4.2 THE POWER DEPARTMENT WILL ENDEAVOR TO MAINTAIN STANDARD VOLTAGES AND FREQUENCY ON ITS DISTRIBUTION SYSTEMS, SUBJECT TO REASONABLE VARIATIONS.

8.5. INSPECTION AND EQUIPMENT INFORMATION

8.5.1 THE POWER DEPARTMENT RESERVES THE RIGHT, UPON REQUEST, TO INSPECT AND TEST ANY EQUIPMENT CONNECTED TO ITS DISTRIBUTION SYSTEM.

8.5.2 THE CUSTOMER SHALL PROMPTLY, UPON REQUEST, PROVIDE INFORMATION NECESSARY TO DETERMINE THE OPERATING CHARACTERISTICS OF THE EQUIPMENT.

8.5.3 THE CUSTOMER SHALL INFORM AND PROVIDE EQUIPMENT INFORMATION TO THE POWER DEPARTMENT FOR ANY EQUIPMENT THAT:
(A) MAY CAUSE INTERFERENCE WITH SERVICE TO OTHER CUSTOMERS, OR
(B) REQUIRES ADDITIONAL FACILITIES FOR SATISFACTORY OPERATION.

8.6 SERVICE TYPES

8.6.1 SINGLE-PHASE SERVICE REQUIREMENTS SHALL COMPLY WITH *ELECTRICAL SERVICE REQUIREMENTS AND GUIDELINES*, CURRENT REVISION.

8.6.2 THREE-PHASE SERVICE REQUIREMENTS SHALL COMPLY WITH *ELECTRICAL SERVICE REQUIREMENTS AND GUIDELINES*, CURRENT REVISION.

8.7 MOTOR PROTECTION

8.7.1 THE CUSTOMER SHALL PROVIDE AND MAINTAIN CODE-APPROVED PROTECTIVE DEVICES FOR ALL MOTORS.

8.7.2 PROTECTIVE DEVICES SHALL PROTECT MOTORS AGAINST:

(A) OVERLOADS,
(B) SHORT CIRCUITS,
(C) GROUND FAULTS, AND
(D) LOW-VOLTAGE CONDITIONS.

8.7.3 ALL THREE-PHASE MOTORS SHALL BE PROTECTED AGAINST SINGLE PHASING.

8.8 INTERFERING LOADS

8.8.1 WHEN CUSTOMER UTILIZATION EQUIPMENT CAUSES UNDUE INTERFERENCE WITH POWER DEPARTMENT SERVICE, THE CUSTOMER SHALL MAKE THE NECESSARY MODIFICATIONS TO ELIMINATE THE INTERFERENCE. SEE SECTIONS 8.6.B AND 8.6.C OF *ELECTRICAL SERVICE REQUIREMENTS AND GUIDELINES*, REVISION 1.

8. ADDITIONAL REQUIREMENTS

THE FOLLOWING TOPICS SHALL COMPLY WITH *ELECTRICAL SERVICE REQUIREMENTS AND GUIDELINES*, REVISION 1:

(A) MOTOR STARTING
(B) POWER FACTOR
(C) EMERGENCY OR STANDBY GENERATORS
(D) PARALLEL GENERATION
(E) COGENERATION
(F) AVAILABLE FAULT CURRENT
(G) SERVICE REQUESTS IN EXCESS OF 200 A

Agenda Item No: 4

City Council Agenda Item Report

Meeting Date: March 24, 2026
Submitted By: Teisha WIlson
Submitting Department:
Item Type: Discussion
Agenda Section: Working Discussion Items

Subject:
Discussion of Mixed Use Zoning Requirements

Suggested Action:

Attachments:

Ch38TransitOrientedDevelopmentZone - adding MU District Requirements 02.26.26 DRAFT ONLY.pdf

be unbundled from apartment rental rates. Parking fees can be charged separately for residents who would like to have a designated parking space. It is encouraged that annual transit passes be provided to all residents within a multi-family residential project to encourage greater transit use. This option is intended to reduce the number of needed parking spaces and should be approved with a reduction to required parking.

Section 38.090. Variations from the Development Code and Design Standards.
In the process of approving a TOD, the Planning Commission may recommend and the City Council may approve variations from applicable standards of this Code of the Lehi City Design Standards and Public Improvements Specifications Manual if all of the following conditions are met:

A. that the granting of the variation will not adversely affect the rights of adjacent landowners or residents.

B. that the variation desired will not adversely affect the public health, safety or general welfare.

C. that the granting of the variation will not be opposed to the general spirit and intent of this Chapter or the General Plan.

Section 38.100 Mixed Use (MU) District Purpose and Intent
The Mixed Use (MU) District allows developments designed with a mix of uses including retail, restaurant, office, entertainment, recreation, open space, and residential that promote a quality design and a walkable community. Furthermore, the main purposes of this District are to promote a balanced mix of uses that support daily needs within walking distance; create identifiable neighborhood centers with active ground-floor uses; and avoid single-use residential development that limits long-term economic vitality and reduces opportunities for neighborhood-supportive uses.

Section 38.110 Mixed Use (MU) District Development Standards

A. If a project involves multiple parcels with different ownership, a Land Use Plan shall be provided (see Chapter 15) in order to coordinate circulation, walkability, shared parking, stormwater infrastructure, utility placement, and phasing of residential and nonresidential uses.

B. For projects more than 10 acres in size, at least 30 percent of the housing shall be designed and platted to allow for individual ownership (townhomes or condominiums).

C. The following requirements apply to MU developments or coordinated projects of two acres or greater.

1. A minimum of 10 percent of the total finished interior gross floor area within the development shall be devoted to nonresidential uses, including retail, office, restaurant, and civic uses. Amenity space (ie. gym, spa, etc.) may be counted if they are open to the public or tied to an allowed commercial use.

2. No more than 60 percent of the total approved residential units may receive certificates of occupancy until at least the required minimum nonresidential floor area has reached a warm shell (exterior complete, utilities in) phase of construction.

3. The Planning Commission may approve alternative phasing if the applicant demonstrates that site, market, or infrastructure conditions justify a modified schedule and that the long-term mix of uses will still be achieved. Any alternative phasing must maintain or exceed the required nonresidential square footage and be based on measurable site, market, or infrastructure conditions.

4. Applicants with properties under common ownership may pool their requirements across parcels.

5. The City may approve a Land Use Plan that allocates residential and nonresidential uses strategically within the area, provided the overall mix requirement is achieved.

D. The following requirements apply to MU developments or coordinated projects of less than two acres.

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1. Where small parcels (less than 2 acres) are developed independently, the nonresidential requirement may be satisfied by:
   (a) Participation in an approved Mixed Use Land Use Plan (see Chapter 15) that aggregates multiple properties to meet the required mix; or
   (b) if the applicant can provide or demonstrate pedestrian and vehicular connectivity to an existing or planned nonresidential component within 600 feet walking distance via public or publicly accessible pedestrian routes.

2. The applicant shall contribute to the area's mixed-use balance by providing one or more of the following:
   (a) Live/work or home occupation-ready units (ground floor ceiling height minimum 12 feet);
   (b) A public or semi-public open space, plaza, or trail connection; or
   (c) Other community features or improvements as approved by the Planning Commission.

E. Projects with 6 residential units or less are exempt from these requirements.

F. Ground-floor nonresidential or convertible commercial space shall be required as follows:

1. Building frontages facing Main Street and State Street;

2. Frontages designated as "Active Street Frontage" on an approved Land Use or Station Area Plan; or

3. Buildings located within 300 feet of a transit stop.

4. The City may allow interim occupancy of ground-floor spaces by residential or live/work units until the commercial market supports conversion, provided the building shell is designed with a minimum 12-foot ground-floor ceiling height. Ground-floor units shall be designed to accommodate future commercial occupancy without requiring structural modification.

5. The ground floor along required frontages shall be constructed with:
   (a) Direct pedestrian access from the sidewalk;
   (b) Primary building entrances facing the public street; and
   (c) Transparent glazing measured between 2 and 10 feet above adjacent sidewalk grade on at least 50 percent of the façade area.

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Agenda Item No: 1

City Council Agenda Item Report

Meeting Date: March 24, 2026
Submitted By: Kate Morgan
Submitting Department:
Item Type: Action Item
Agenda Section: Consent Agenda

Subject:
Approve Purchase Orders

Suggested Action:

Attachments:

Agenda Item No: 2

City Council Agenda Item Report

Meeting Date: March 24, 2026
Submitted By: Kate Morgan
Submitting Department:
Item Type: Action Item
Agenda Section: Consent Agenda

Subject:
Approve Fleet Surplus Items

Suggested Action:

Attachments:

Fleet Surplus March 2026.docx

Fleet Surplus March 2026

E-33-4	**5743**	**2012**	**Ford**	**F550 (Small Bucket)**	**1FDUF5HT3CEA60224**	**511142 EX**
P-152-3	**1648**	**2018**	**Ford**	**Interceptor Utility (K9)**	**1FM5K8AR6JGA84695**	**217084 EX**
P-161-3	**1348**	**2019**	**Dodge**	**Charger AWD**	**2C3CDXKT0KH749708**	
P-162-3	**1348**	**2019**	**Dodge**	**Charger AWD**	**2C3CDXKT2KH749709**	
PW-6-2	**1342**	**2007**	**Chevrolet**	**Impala**	**2G1WB58K979366300**	**38645 EX**

Agenda Item No: 3

City Council Agenda Item Report

Meeting Date: March 24, 2026
Submitted By: Kate Morgan
Submitting Department:
Item Type: Action Item
Agenda Section: Consent Agenda

Subject:
Consideration of Resolution #2026-21, approving a Real Estate Purchase of 2.86 acres located at approximately 5000 N Horton Way, Lehi, Utah.

Suggested Action:

Attachments:

Res 2026-21.docx

LEHI CITY

RESOLUTION NO. 2026-21

A RESOLUTION OF THE LEHI CITY COUNCIL APPROVING A REAL ESTATE PURCHASE CONTRACT FOR LAND

WHEREAS, DR Horton Inc. is ("Owner") is the sole owner in fee simple of 2.86 acres of real property located at approximately 5000 N Horton Way, Lehi, Utah ("Property");

WHEREAS, Lehi City desires to purchase the Property from Owner for construction of a power sub-station; and

WHEREAS, the purchase is subject to the terms and conditions contained in the Land Purchase and Sale Contract attached as Exhibit A; and

WHEREAS, on March 24th, 2026, the City Council held a duly noticed public meeting to ascertain the facts regarding this matter, which facts and comments are found in the meeting record; and,

WHEREAS, after considering the facts and comments presented to the City Council, the Council finds: (i) that it should approve a Land Purchase and Sale Contract with Owner; 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 Land Purchase and Sale Contract between Lehi City and Owner attached hereto as Exhibit "A" is hereby approved and the Mayor is authorized to 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 24th day of March, 2026.

LEHI CITY ATTEST

_____

_____

Paul Binns, Mayor Teisha Wilson, City Recorder

EXHIBIT “A”

Agenda Item No: 4

City Council Agenda Item Report

Meeting Date: March 24, 2026
Submitted By: Teisha WIlson
Submitting Department:
Item Type: Resolution
Agenda Section: Consent Agenda

Subject:
Consideration of Resolution #2026-18, authorizing and approving the amended and restated Power Pooling Agreement with the Utah Associate Municipal Power Systems (UAMPS) for the Pool Project; authorizing execution and delivery thereof; and related matters.

Suggested Action:

Attachments:

Res 2026-18

Lehi City Pooling Agreement Opinion

Pool Agreement Amendments

Pooling Agreement Certificate

RESOLUTION NO. 2016-18

A RESOLUTION AUTHORIZING AND APPROVING THE AMENDED AND RESTATED POWER POOLING AGREEMENT WITH THE UTAH ASSOCIATED MUNICIPAL POWER SYSTEMS FOR THE POOL PROJECT; AUTHORIZING EXECUTION AND DELIVERY THEREOF; AND RELATED MATTERS.

***** ***** *****

WHEREAS, Lehi City (the *"Member"*) is a member of Utah Associated Municipal Power Systems (*"UAMPS"*) pursuant to the provisions of the Utah Associated Municipal Power Systems Amended and Restated Agreement for Joint and Cooperative Action, as amended (the *"Joint Action Agreement"*);

WHEREAS, one of the purposes of UAMPS under the Joint Action Agreement is assisting its members in providing reliable, competitive, supplies of electric power and energy and related services through joint and cooperative action;

WHEREAS, UAMPS has developed and administers a power pooling project, known as the "Pool Project," pursuant to which UAMPS procures, schedules, dispatches, and sells electric power and electric energy, including participation in organized wholesale electric markets for the collective benefit of participating members;

WHEREAS, the Member is currently a party to a prior power pooling agreement with UAMPS governing its participation in the Pool Project;

WHEREAS, UAMPS has presented to the Member an Amended and Restated Power Pooling Agreement (the "*Amended Pooling Agreement*"), which amends and restates the Prior Pooling Agreement in its entirety and updates the terms and conditions governing participation in the Pool Project, including provisions relating to market participation, allocation of costs and revenues, governance through a project management committee, payment obligations, and related matters;

WHEREAS, the governing board of the Member ("*Governing Body*") has reviewed, or caused to be reviewed on its behalf, the Amended Pooling Agreement and related materials provided by UAMPS, has had the opportunity to ask questions and receive additional information, and has determined that entering into the Amended Pooling Agreement is in the best interests of the Member and the efficient, reliable, and economical operation of its electric system; and

WHEREAS, the Member now desires to authorize and approve the Amended Pooling Agreement and its execution and delivery by the Member;

NOW, THEREFORE, BE IT RESOLVED by the Governing Body of Lehi City, as follows:

Section 1. Approval of the Amended Pooling Agreement. The Amended and Restated Power Pooling Agreement, in substantially the form presented to the Governing Body and attached hereto as EXHIBIT A, is hereby authorized and approved. The Mayor is hereby authorized, empowered, and directed to execute and deliver the Amended Pooling Agreement on behalf of the Member, and the City Recorder is hereby authorized to attest and countersign such execution and affix the corporate seal of the Member, with such changes therein as shall be approved by the Mayor, such approval to be conclusively evidenced by execution thereof.

Section 2. Participant's Representative. (a) The appointment of Joel Eves as the Participant's Representative to UAMPS and of Jason Walker as alternate Representative is hereby confirmed.

(b) Such Representative (or, in his or her absence, such alternate(s)) is hereby delegated full authority to (i) approve any appendix to the Amended Pooling Agreement between UAMPS and the Participant that may be necessary or desirable in connection with the Amended Pooling Agreement, and (ii) act on all matters that may come before the Project Management Committee established by the Amended Pooling Agreement, and shall be responsible for reporting regularly to the Governing Body regarding the activities of the Project Management Committee

Section 3. Further Authority. The Mayor, City Recorder and other appropriate officers and employees of the Member are hereby authorized and directed to execute and deliver such certificates and additional undertakings of the Member as shall be necessary in connection with financing related to the Amended Pooling Agreement. Legal counsel for the Member is hereby authorized to provide an approving opinion with respect to the authorization, execution and enforceability of the Amended Pooling Agreement.

Section 4. Miscellaneous; Effective Date. (a) This resolution shall be and remain irrepealable until the expiration or termination of the Amended Pooling Agreement in accordance with its terms.

(b) All previous acts and resolutions in conflict with this resolution or any part hereof are hereby repealed to the extent of such conflict.

(c) In case any provision in this resolution shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

(d) This resolution shall take effect immediately upon its adoption and approval.

ADOPTED AND APPROVED this ___ day of _____, 2026.

LEHI CITY

By _____
Mayor

ATTEST:

_____
City Recorder

[SEAL]

EXHIBIT A

[AMENDED POOLING AGREEMENT]

OPINION OF COUNSEL TO THE PARTICIPANT

_____, 2026

Utah Associated Municipal Power Systems
155 North 400 West, Suite 480
Salt Lake City, UT 84103

Ladies and Gentlemen:

I have acted as counsel to Lehi City, Utah (the *"Participant"*) in connection with the Amended and Restated Power Pooling Agreement, dated as of May 1, 2026 (the *"Agreement"*), between the Participant and Utah Associated Municipal Power Systems (*"UAMPS"*).

In connection with the opinions set forth herein, I have examined (i) the resolution adopted by the Participant's governing body authorizing the execution and delivery of the Agreement, (ii) an executed counterpart of the Agreement, and (iii) such other documents, information, facts and matters of law as are necessary for me to render the opinions contained herein.

Based upon the foregoing, I am of the opinion that:

1. The Participant has full legal right, power and authority to enter into the Agreement and to perform its obligations thereunder.

2. The Agreement has been duly authorized, executed and delivered by the Participant and constitutes its legal, valid and binding obligation and is enforceable in accordance with its terms, except as enforceability may be limited by bankruptcy, insolvency, moratorium, reorganization or other laws affecting creditors' rights generally or usual equity principles in the event equitable remedies should be sought.

3. There is no pending or, to my knowledge, threatened, action or proceeding affecting the Participant (nor to my knowledge is there any basis therefor), which purports to affect the authorization, legality, validity or enforceability of the Agreement.

4. The execution, delivery and performance by the Participant of the Agreement will not conflict with or constitute a breach of or default under any agreement, indenture, bond, note, resolution or other instrument to which the Participant or any applicable law, ruling, regulation, ordinance, judgment, order or decree to which the Participant (or any of its officers in their respective capacities as such) or its properties is subject.

Respectfully submitted,

AMENDED AND RESTATED POWER POOLING AGREEMENT
BETWEEN
UTAH ASSOCIATED MUNICIPAL POWER SYSTEMS
AND
LEHI CITY

This Amended and Restated Power Pooling Agreement made and entered into as of May 1, 2026 ("*Agreement*"), is by and between Utah Associated Municipal Power Systems, a political subdivision of the State of Utah (*"UAMPS"*) and Lehi City (the *"Participant"*).

RECITALS

WHEREAS, UAMPS is a political subdivision of the state of Utah organized under the Interlocal Cooperation Act (the "Act") and the Joint Action Agreement to provide joint and cooperative action, including securing present and future power supply resources for its members;

WHEREAS, UAMPS has the power under the Act and Joint Action Agreement to (i) enter into contracts to obtain a supply of electric power and electric energy and ancillary services and transmission services, (ii) enter into contracts for the sale of wholesale energy services with its Members and others and (iii) adopt and implement risk management policies and enter into related agreements, including but not limited to forward purchase and sale contracts, hedging, tolling and swap agreements, and other instruments;

WHEREAS, balancing areas in the western electric markets, including the PacifiCorp East balancing area where most Members are located, are moving toward mandatory participation in organized markets;

WHEREAS, the Participant has entered into, or contemplates entering into power sales contracts with UAMPS and other instruments for the purchase or sale of electric power and electric energy; and

WHEREAS, subject to the terms and conditions of this Agreement, each Participant desires to appoint UAMPS as such Participant's agent for (i) scheduling and dispatching electric power; (ii) purchasing power, energy, and related products to meet load and reserve requirements; (iii) selling Participant's power and energy inside or outside organized markets; (iv) managing transmission rights and services; (v) handling payments/receipts and distributing market revenues; (vi) conducting transmission studies; and (vii) optimizing Participant's resources and transmission.

NOW THEREFORE, the Participant and UAMPS hereby agree, as follows:

Section 1. Definitions and Rules of Construction.

(a) As used in this Agreement and in the Recitals set out above:

"Act" means the Interlocal Cooperation Act, Title 11, Chapter 13, Utah Code Annotated 1953, as amended.

"Agreement" means this Amended and Restated Power Pooling Agreement as dated above between UAMPS and the Participant and any duly authorized amendments.

"Amended and Restated Power Pooling Agreement" means, collectively, this Agreement and the other Amended and Restated Power Pooling Agreements between UAMPS and the other Participants.

"Annual Purchase Plan" means the plan approved by the Project Management Committee setting forth the projected timing and pricing for market purchases over the fiscal year it is in effect. A form of the Annual Purchase Plan is attached to this Agreement as Exhibit 1, which shall be completed for each fiscal year upon the approval of, and may be modified from time to time by, the Project Management Committee.

"Authorized Officer of UAMPS" means the Chairman of the Board of Directors, the Vice Chairman of the Board, the Chairman of the Project Management Committee, the Secretary, the Treasurer and the Chief Executive Officer of UAMPS and any other officer or employee authorized or having delegated authority to perform specific acts or duties under the Amended and Restated Power Pooling Agreement by resolution duly adopted by the Board.

"Billing Period" means such period of time as shall be established from time to time by UAMPS for the preparation, calculation and billing of the amounts payable by the Participant hereunder and includes (i) all charges, credits, settlements, and other amounts attributable in that period of time, and (ii) any resettlements, recalculations, adjustments, or true-ups issued by any applicable organized market and received by UAMPS during that same calendar month, regardless of the market period to which such resettlements or adjustments relate.

"Board" means the Board of Directors of UAMPS or such other governing body of UAMPS as may be established from time to time pursuant to the Joint Action Agreement and the Act.

"Commercially Reasonable" or *"Commercially Reasonable Efforts"* means, with respect to any action required to be made, attempted or taken by a party under this Agreement, such efforts as a reasonably prudent business would undertake, consistent with good industry practice and the past practices of such party, for the protection of its own interest under the conditions affecting such action, including the amount of notice of the need to take such action, the duration and type of the action, the competitive environment in which such action occurs, and the contractual and legal obligations of, and the risk to, such party in connection with such action; *provided, however,* an obligation to act in a "Commercially Reasonable" manner or to exercise "Commercially Reasonable Efforts" does not include taking actions that would, individually or in the aggregate,

cause the party subject to such obligation to incur costs, or suffer any other detriment, that is out of reasonable proportion to the benefits to the other party under this Agreement.

"Cost Causation" means the principle that market charges and revenues should be allocated to the Participants whose actions directly cause such costs to be incurred or revenues to be received, including but not limited to charges and revenues relating to Resource Sufficiency Obligations and congestion charges and revenue.

"Credit Agreement" means (i) lines of credit and other credit arrangements to provide working capital, liquidity and/or reserves in connection with the operation and administration of the Project and (ii) any portion of the borrowing capacity under a line of credit or other credit arrangement that is dedicated, set aside or used to provide working capital, liquidity and/or reserves for the Project.

"Effective Date" means such date as shall be approved by the Project Management Committee as set forth in Section 2 of this Agreement.

"Electric System" means the Participant's electric utility system as established, maintained and operated pursuant to applicable State and local law. With respect to any Participant that does not own and operate an electric utility system that serves retail customers, the term "Electric System" shall be deemed to refer to the applicable utility system.

"Entitlement Share" means the percentage determined by dividing (i) the sum of the Participant's purchases through the Project for the previous fiscal year (ii) the sum of the total Project purchases during the previous fiscal year. For the avoidance of doubt, each Participant's Entitlement Share under this Agreement shall be its Percentage Entitlement Share for purposes of the Joint Action Agreement.

"Forecasted Deficiency" means the forecasted electricity need for each Participant for the following fiscal year taking into account Load and Resource Forecasts as determined in advance of Project Management Committee approval of the Annual Purchase Plan.

"Joint Action Agreement" means the Utah Associated Municipal Power Systems Amended and Restated Agreement for Joint and Cooperative Action dated as of March 20, 2009, as amended and supplemented from time to time.

"Limited Participant" means a Participant that does not use UAMPS to schedule its full load and whose obligations with respect to purchases and sales are governed by a Pooling Appendix.

"Load Ratio Share" means for the applicable Billing Period, the ratio of (i) the total quantity of electric power and electric energy purchased by a Participant through the Project during such Billing Period excluding resources that are not participating in an organized market to (ii) the total quantity of electric power and electric energy purchased by all Participants through the Project during such Billing Period, taking into account any resources excluded from participation in an applicable organized market.

"Load and Resource Forecast" means the forward-looking estimate prepared by UAMPS, in consultation with Participant, of such Participant's projected electric load and available electric supply resources for a specified planning period, including owned resources, contracted resources, Outside Resources, and applicable regulatory or market obligations. A form of Load and Resource Forecast is attached to this Agreement as Exhibit 2, which shall be approved and may be modified from time to time by the Project Management Committee.

"Members" means, collectively, each entity which has executed the Joint Action Agreement or a supplement thereto.

"Outside Resource" means any Participant resource that is not a UAMPS project, a purchase through a UAMPS project or a market purchase through UAMPS.

"Participant" means the party defined as the Participant in the preamble of this Agreement and its permitted successors and assigns hereunder.

"Participants" means the parties, including the Participant, other than UAMPS, to the Amended and Restated Power Pooling Agreement.

"Participant's Representative" means (i) the officer, employee or other agent of the Participant designated from time to time by the Participant as the Representative of the Participant for purposes of the Joint Action Agreement, to whom all notices and other communications to be given by UAMPS to the Participant hereunder shall be sent or (ii) in the event that the individual appointed as the Participant's Representative is unavailable to act on behalf of the Participant, the individual duly appointed or designated by the Participant as its alternate Representative pursuant to the Joint Action Agreement.

"Prior Agreement" means, collectively, the Power Pooling Agreements of various dates between UAMPS and the Members.

"Project" means the UAMPS project created by this Agreement to procure, schedule, dispatch, and sell electric power and energy, including the bidding of such resources into organized markets for the collective benefit of the Participants.

"Project Management Committee" means the committee of the Participants established pursuant to Section 5 which shall make certain decisions and recommendations with respect to the management and acquisition of electric power, electric energy and transmission service as provided herein.

"Pooling Appendix" means an appendix to this agreement that sets forth specific terms relating to the purchase and sale of Participant resources.

"Required Approvals" means all governmental, regulatory and lender approvals, consents and authorizations required or necessary for (i) the execution, delivery and performance of this Agreement (or any amendment hereto) by the Participant and (ii) this Agreement (or any amendment hereto) to be the legal, valid and binding obligation of the Participant.

"Resource Sufficiency Obligation" means a requirement from an organized market that is imposed on UAMPS to demonstrate sufficient supply, flexibility, and reserves to meet its own forecasted demand and uncertainty in advance or during real-time operations.

"UAMPS" means Utah Associated Municipal Power Systems, a political subdivision organized and existing under the laws of the State of Utah, the Act and the Joint Action Agreement, and its successors. All references to UAMPS in this Agreement shall include Authorized Officers of UAMPS and their delegees acting pursuant to specific authorization by the Board.

"Uncontrollable Force" means any cause beyond the control of the party affected, including failure of facilities, flood, earthquake, storm, lightning, fire, explosion, epidemic, pestilence, war, riot, an act of domestic or international terrorism, civil disturbance, labor disturbances, sabotage, or an act of civil or military authorities, including court orders, injunctions, or orders of governmental agencies with proper jurisdiction, which by due diligence and foresight such party could not reasonably have been expected to avoid.

(b) References to Articles, Sections, Schedules and Exhibits are to the Articles and Sections of and Schedules and Exhibits to this Agreement, unless otherwise provided. Article and Section headings are included herein for convenience of reference only and shall not constitute a part of this Agreement for any other purpose or be given any substantive effect. Any of the defined terms may, unless the context otherwise requires, be used in the singular or the plural, depending on the reference. The use of the word "include" or its derivations shall not be construed as language of limitation.

Section 2. Effective Date; Term; and Termination.

(a) The Effective Date of the Amended and Restated Power Pooling Agreement shall be May 1, 2026. As of the Effective Date, the Amended and Restated Power Pooling Agreement shall replace the Prior Agreement in its entirety, except that the Prior Agreement shall remain in effect with respect to any Participants that have not obtained all Required Approvals until such Approvals have been received. Appendices to the Power Pooling Agreement shall become appendices to the Amended and Restated Power Pooling Agreement unless substituted and signed by the affected Participant. A Member of UAMPS becomes a Participant by executing this Agreement as a separate contract from other agreements between UAMPS and the Participant.

(b) The Agreement shall remain in effect from the Effective Date until terminated by written notice by either party served at least five years prior to the stated termination date, unless a shorter notice period is approved by the Project Management Committee, or the date on which the Participant has terminated its participation in all UAMPS projects and completed all associated obligations, whichever is later. However, such termination shall not (i) relieve such Participant or UAMPS of any obligation incurred under or pursuant to this Agreement before such termination or (ii) result in the loss or availability of any right or benefit of such Participant or UAMPS which exists under any agreement or arrangement made hereunder between the Participant and UAMPS before such termination which extends beyond the noticed date of termination.

(c) No Agreement between UAMPS and a Participant may be entered into or amended so as to provide terms and conditions that are substantially and materially different from those herein contained except upon approval of the Project Management Committee, and upon similar amendment being made to the Agreement of any other Participants requesting such amendment after receipt by such Participant of notice of such amendment.

Section 3. Pool Administration

(a) Participants hereby establish the Project Management Committee, which shall consist of one voting representative from each Participant (who shall be the Participant's Representative or in the absence of the Participant's Representative its Alternate Representative) and shall be chaired by a Participant Representative elected by the Project Management Committee. The Participant has delegated full and complete authority to its Participant's Representative to act on all matters and decisions that come before the Project Management Committee. Each Representative appointed by the Participant shall serve on the Project Management Committee until the Participant appoints a successor. An Authorized Officer of UAMPS shall attend all meetings of the Project Management Committee and shall cause minutes to be kept of all such meetings.

(b) The Joint Action Agreement and the bylaws of UAMPS shall govern the procedures for and the voting rights on the Project Management Committee, *provided that*:

(i) The Participant's Representative of any Participant that is in default hereunder (A) shall not be entitled to vote on any matter during the period of such default, and the consent or approval of such Participant or such Participant's Representative shall not be required during the existence of such default and (B) shall be disregarded for purposes of determining whether a quorum of the Project Management Committee is present at any meeting;

(ii) All decisions made by the Project Management Committee shall be made by resolution, order or other appropriate action of the Project Management Committee and, except in those instances when the Project Management Committee is acting pursuant to delegated authority from the Board, before such resolution, order or action of the Project Management Committee shall take effect, the same shall be ratified and approved by resolution, order or action of the Board, acting in accordance with the Joint Action Agreement and the bylaws of UAMPS.

(iii) The Participants acknowledge that the Joint Action Agreement provides, among other things, that decisions of the Board with respect to the Project shall be made only upon the recommendation of the Project Management Committee and that weighted votes may be called for on any recommendation or decision to be made by the Project Management Committee or the Board, respectively, all as more fully provided in the Joint Action Agreement.

(c) The Project Management Committee may from time to time direct UAMPS to commission, obtain and provide such power supply and transmission studies as it deems reasonably necessary or desirable with respect to the Project.

(d) With the approval of the Project Management Committee, UAMPS may enter into Credit Agreements for the Project. UAMPS may require reasonable credit support or adequate assurance of payment from Participants consistent with market or lender requirements.

Section 4. Electric Power and Electric Energy Sales, Purchases and Allocation of Charges and Revenues

(a) UAMPS shall prepare an individual Load and Resource Forecast with each Participant to determine its Forecasted Deficiency. UAMPS and each Participant shall work in good faith to mutually agree upon the Participant's Load and Resource Forecast. Each Participant shall provide UAMPS with such load data, resource information, and other inputs as UAMPS may reasonably request in order to prepare and update such forecasts, including periodic updates as conditions change.

(b) Based on the Forecasted Deficiencies determined pursuant to Section 4(a), UAMPS shall develop, and the Project Management Committee shall approve, an Annual Purchase Plan to meet the aggregate Forecasted Deficiency of the Participants. The individual Participant Forecasted Deficiencies will be aggregated to determine the total UAMPS purchasing need, which will be included in the Annual Purchase Plan.

(c) UAMPS is hereby authorized to make purchases without additional authorization from the Participant

(i) to meet Resource Sufficiency Obligation according to policies adopted by the Project Management Committee. Purchases to meet Resource Sufficiency Obligation shall be allocated to Participants during market settlements based on Participant's contribution to deficiency and

(ii) to meet Forecasted Deficiency, provided that (x) Participants may withdraw UAMPS' authorization to make purchases under this clause (ii) only upon such terms and conditions as shall be approved by the Project Management Committee and (y) UAMPS purchases will be based on the aggregate Forecasted Deficiency of all Participants who have not withdrawn their authorization. Purchases to meet Forecasted Deficiency shall be allocated to Participants at the time the purchase is made.

(d) Except for Limited Participants, each Participant shall be obligated to purchase through the Project all of its electric power and electric power requirements and associated Resource Sufficiency Obligations in excess of its purchased or owned resources. UAMPS may schedule or bid Participant contracted or consigned resources into an organized market and may purchase from the market to meet the load of Participants. Notwithstanding the foregoing, any Outside Resource shall not be scheduled, dispatched, or bid into any organized market by UAMPS unless and until such Resource is expressly declared available for such scheduling or bidding by the

Participant. In addition, UAMPS must relay and not deviate from the schedule provided by the Participant.

(e) Except for Limited Participants, each Participant must consign the output of all Outside Resources to UAMPS pursuant to a Pooling Appendix, a form of which is attached to this Agreement as Exhibit 3, which may be modified from time to time by the Project Management Committee. UAMPS shall act as scheduling agent for consigned Outside Resources. UAMPS shall not be obligated to pay for Outside Resources. Consignment of the output of Outside Resources shall not relieve the Participant of responsibility under any resource-related contracts. Absent approval by the Project Management Committee, a Participant may not consign more resources to UAMPS than is reasonably necessary to meet its forecasted load. With Project Management Committee Approval, UAMPS may impose a scheduling fee for consigned resources to participate in an organized market.

(f) A Limited Participant may recall Outside Resources previously consigned to UAMPS for its own needs upon reasonable notice to UAMPS, taking into account any market scheduling requirements, UAMPS' established schedule, commitments to other Participants, and the needs of the recalling Participant.

(g) UAMPS may offer excess Participant resources that are not Outside Resources for sale to other Participants or may bid such resources into an organized market without additional authorization from the Participant. UAMPS shall prioritize contracted resources for which it has made firm contractual commitments when making bilateral sales.

(h) UAMPS will allocate other charges and revenues incurred or received through participation in an organized market to Participants according to Cost Causation. Charges and revenues directly attributable to a specific Participant's actions, resources or deficiencies shall be allocated to that Participant. Charges and revenues not attributable to a specific Participant will be allocated among the Participants according to the Load Ratio Share, or such other reasonable method as determined by the Project Management Committee

(i) The Project Management Committee shall adopt policies and procedures to govern the allocation charges and revenues consistent with the foregoing principles.

(j) The Project Management Committee may, from time to time and in its discretion, establish one or more advisory committees to assist in the development, review, and recommendation of policies, procedures and related exhibits under this Agreement. Any such advisory committee shall consist of representatives designated by the chair of the Project Management Committee and approved by the Project Management Committee and shall include representatives representing different size and resource composition. The advisory committee shall work in coordination with UAMPS staff and may evaluate and make recommendations regarding, among other matters, forecasting methodologies, billing practices, scheduling procedures, data requirements, reporting formats, and proposed exhibits or amendments to exhibits addressing such matters. Advisory committees shall serve solely in an advisory capacity and shall have not authority to bind UAMPS or the Participants. Any policies, procedures, or exhibits developed by an advisory committee shall be recommended to the Project Management

Committee for consideration in accordance with this agreement. The Project Management Committee may define the scope and duration of any advisory committee and may dissolve such committee at any time.

(k) Nothing in this Agreement shall limit the Participant from contracting for, incurring debt to build or otherwise obtaining an ownership interest in resources for such Participant's own needs. Such additional resources, if any, shall not relieve the Participant of any prior obligations incurred by such Participant to UAMPS.

(l) Unless otherwise approved by UAMPS, the Participant shall use all of the power and energy it purchases under this Agreement to serve retail customers located in the established service area of its electric utility system and to meet its own requirements.

(m) UAMPS shall use Commercially Reasonable Efforts to provide each Participant with timely access to data necessary for operational decision-making to the extent such data is available. The Project Management Committee shall adopt policies specifying data formats, delivery methods, and reporting timelines.

Section 5. Participant Payment Obligations.

(a) Each Participant shall pay UAMPS for all electric power, electric energy, energy capacity, ancillary services, and other electricity-related products or services purchased, scheduled, or otherwise procured by UAMPS on behalf of such Participant to meet such Participant's Forecasted Deficiency or contribution to Resource Sufficiency Obligation deficiency as described in Section 4(c). Such payment obligation shall apply without regard to whether the Participant ultimately uses, resells, or requires such power or energy, and the Participant shall bear all market benefits and detriments associated with such purchases, including price differences, congestion losses, imbalance charge, and settlement adjustments.

(b) In addition to payments for power, energy, and transmission, each Participant shall pay its Entitlement Share of all administrative, general, overhead, and other costs and expenses of UAMPS related to the Project, including but not limited to professional services, software and systems, financing costs, credit support, market participation fees, and other expenses incurred by UAMPS that are not otherwise recovered through market settlements or specific Participant charges relating to market participation. To the extent that revenues received by UAMPS from market settlements, bilateral sales, or other sources are insufficient to fully recover the costs and expenses described in this Section 5, the unrecovered balance shall be billed to Participants in proportion to their respective Entitlement Shares, unless otherwise allocated pursuant to Cost Causation principles approved by the Project Management Committee.

(c) Participant acknowledges and agrees that it is necessary for UAMPS to recover all of the costs and expenses associated with the Project, including the repayment of amounts due under Credit Agreements, through billings to and payments by the Participants under this Agreement.

(d) Payments required to be paid by the Participant to UAMPS shall be due and payable to UAMPS at its principal office or by wire transfer to such account as UAMPS shall designate in

writing to the Participant, on the 10th day of the Month following the Month in which the billing statement was rendered (or if such day is not a business day, the next succeeding business day) or at such other time as may be established by UAMPS through its annual budgeting process. Upon approval of the Project Management Committee, UAMPS may modify the billing schedule, frequency, due date, or other payment terms. Any such modification shall be communicated in writing to Participants and shall thereafter be binding as if originally stated in this Agreement.

(e) If payment in full is not made by the Participant on or before the close of business on the due date, UAMPS shall impose a delayed payment charge on the unpaid amount due for each day overdue at a rate equal to the lesser of one percent per month, compounded monthly, or the maximum rate lawfully payable by the Participant; provided, however, that UAMPS, acting upon the direction of the Project Management Committee, may elect to waive such delayed payment charge (or portion thereof) but only to the extent that any such waiver will not adversely affect the ability of UAMPS to meet its payment obligations under any contract entered into pursuant to this Agreement.

(f) The obligation of the Participant to make the payments under this Agreement is a several obligation and not a joint obligation with those of any other Participant. The obligation of the Participant to make such payments shall constitute a cost of purchased electric power and electric energy. In all cases, the obligation of the Participant to make the payments required by this Section shall be payable as an operating expense and solely from the revenues and other legally available funds of its Electric System. In no event shall the Participant be obligated or required to levy or collect ad valorem property taxes or assessments to meet its payment obligations under this Agreement. Such payments shall be made whether or not any market structure, program, or arrangement is modified, suspended, or terminated, and notwithstanding any interruption, curtailment, or limitation of market access, transmission availability, or other services, for any reason whatsoever, in whole or in part. The obligations of the Participant to make such payments shall not be subject to any reduction, whether by offset, counterclaim, or otherwise, and shall not be conditioned upon the performance by UAMPS under this or any other agreement or instrument

(g) In the event of any dispute as to any portion of the billing statement for such Billing Period, the Participant shall nevertheless pay the full amount of the disputed charges when due and shall give written notice of the dispute to UAMPS not later than the 60th day after such billing statement was submitted. Such notice shall identify the disputed billing statement, state the amount in dispute and set forth a full statement of the grounds for such dispute. No adjustment shall be considered or made for disputed charges unless such notice is given by the Participant. UAMPS shall give consideration to and shall consult with the Project Management Committee with respect to such dispute and shall advise the Participant with regard to its position relative thereto within sixty (60) days following receipt of such written notice. Upon final determination (whether by agreement or determination by the Project Management Committee) of the correct amount, any difference between such correct amount and such full amount shall be accounted for in the billing statement next submitted to the Participant after such determination.

Section 6. Rate Covenant. Each Participant covenants and agrees to establish, maintain, and collect rates, fees, and charges for electric service furnished through its Electric System that are sufficient together with other legally available funds of its Electric System to (1) pay all amounts payable by the Participant to UAMPS under this Agreement, including costs associated with power, energy, capacity, transmission, ancillary services, market settlements, administrative fees, and all other charges allocated pursuant to this Agreement; (2) pay all operation and maintenance expenses of the Participant's Electric System; (3) provide for the payment of principal and interest on any bonds or other indebtedness payable from the revenues of the Participant's Electric System, as and when the same become due and payable; and (4) establish reasonable reserves and margins, consistent with prudent utility practice, to ensure continued financial stability of the Participant's Electric System and compliance with any financial covenants imposed by bond resolutions, ordinances, or other financing agreements. Each Participant shall enforce the collection of such rates, fees, and charges and shall not furnish free electric service to any person, firm, or corporation, except as permitted under applicable law.

Section 7. Audit Rights.

(a) UAMPS shall conduct, or cause to be conducted, an annual review of market operations and settlement activity associated with the Project, settlements received from organized markets and related charge and revenue allocations to Participants. Such review shall be performed for the purpose of verifying the accuracy and consistency of settlement processing and allocation methodologies and evaluating operational decision making in the market for the purposes of improving future market operations. UAMPS shall report the results of such review to the Project Management Committee, including a summary of findings, any identified material discrepancies, and any corrective actions taken or proposed. The Project Management Committee may provide direction regarding follow-up actions or process improvements based on such report. Nothing in this Section shall be construed to expand or limit any audit rights of a Participant under this Agreement, nor to require UAMPS to engage an independent auditor unless otherwise directed by the Project Management Committee.

(b) At its cost, the Participant may, upon the giving of not less than 60 days' prior written notice to UAMPS, but not more often than once during any two-year period, inspect and audit the books and records of UAMPS for the purpose of verifying the amounts payable by the Participant under this Agreement within the three-year period preceding the commencement of the audit. UAMPS agrees to make available to the Participant, to the extent Commercially Reasonable, all relevant records and all requested information relating to the subject matter of any such audit, subject in all cases to any confidentiality restrictions applicable to third-party information or contracts; provided that UAMPS shall make Commercially Reasonable Efforts to obtain a waiver of such restrictions for purposes of the audit and the Participant shall execute such non-disclosure agreements as may be reasonably requested by UAMPS. Any audit shall be conducted during normal business hours, and the Participant will use Commercially Reasonable Efforts to complete any audit within one month, subject to the availability of relevant records and information and the absence of material accounting irregularities

(c) If any audit discloses that an overpayment or underpayment has been made during the three-year period described above, the amount of the overpayment or underpayment will be

promptly paid by the appropriate party, together with interest calculated at an annual rate equal to the Secured Overnight Funding Rate (SOFR) reported on the website of the Federal Reserve Bank of New York, or reported by any successor to the Federal Reserve Bank of New York as administrator of SOFR, plus 100 basis points, compounded daily and on the basis of a 360-day year, from the date or dates of any such overpayment or underpayment through and including the date of the payment correcting the overpayment or underpayment. Any payment made by UAMPS pursuant to this Section shall constitute a cost of electric power and electric energy.

Section 8. Representations and Warranties.

(a) The Participant represents and warrants to UAMPS as follows:

(i) the Participant is a political subdivision, duly created and validly existing under the laws of the State of Utah, and has all corporate power and authority necessary to enter into and perform its obligations under this Agreement;

(ii) the Participant has all corporate power and authority necessary to enter into and perform its obligations under this Agreement;

(iii) this Agreement has been duly authorized, executed and delivered by the Participant and constitutes its legal, valid and binding obligation enforceable in accordance with its terms;

(iv) the execution, delivery and performance by the Participant of this Agreement does not and will not (A) conflict with any constitutional, statutory or regulatory provision, judgment, decree or order applicable to the Participant and (B) constitute a breach of or a default under any bond ordinance, resolution or indenture or any contract or agreement to which the Participant is a party or to which any of the property, assets or revenues of its Electric System is subject;

(v) all Required Approvals have been obtained; and

(vi) to the Participant's knowledge, there is no pending or threatened action or proceeding affecting the Participant which purports to affect the authorization, legality, validity or enforceability of this Agreement or the Joint Action Agreement.

(b) UAMPS represents and warrants to the Participant as follows:

(i) UAMPS is a political subdivision of the State of Utah and an energy services interlocal entity, duly created and validly existing under the Act and the Joint Action Agreement;

(ii) UAMPS has all corporate power and authority necessary to enter into and perform its obligations under this Agreement;

(iii) This Agreement has been duly approved by the Project Management Committee and the Board and has been duly authorized, executed and delivered by UAMPS and constitutes its legal, valid and binding obligation enforceable in accordance with its terms;

(iv) the execution, delivery and performance by UAMPS of this Agreement does not and will not (A) conflict with any constitutional, statutory or regulatory provision, judgment, decree or order applicable to UAMPS and (B) constitute a breach of or a default under any bond ordinance, resolution or indenture or any contract or agreement to which UAMPS is a party or to which any of its property, assets or revenues is subject; and

(v) to UAMPS' knowledge, there is no pending or threatened action or proceeding affecting UAMPS which purports to affect the authorization, legality, validity or enforceability of this Agreement or the Joint Action Agreement.

Section 9. Indemnification and Liability

(a) UAMPS and the Participant shall defend and hold each other harmless from any and all claims, liability, and expense, including attorneys' fees, litigation expenses, and any judgment arising out of any bodily injury, death, or damage to property (other than bodily injury, death, or damage to property proximately caused by the other party or its servants or employees), occurring on their respective properties, including such injury, death, or damage as may be suffered by UAMPS or the Participant or by third parties, except that UAMPS and the Participant shall each be responsible for all claims of its respective employees, agents, and servants under workmen's compensation laws or any similar statutes. In no event shall either UAMPS or the Participant be liable to each other for any indirect, special, incidental, or consequential damages with respect to any claim arising out of this Agreement whether based on contract, tort, strict liability, or otherwise.

(b) The Participant acknowledges that (i) effective performance by UAMPS of its obligations under this Contract will require exercise of business judgment by UAMPS officers, directors, managers, personnel, and consultants on the basis of information available to them, and (ii) while UAMPS' aim will be to enhance value and reduce risk to the Participants, it is not reasonable to expect that value will be ideally maximized or that risk will be fully eliminated. In no event shall a claim of breach or event of default by UAMPS be based on the dissatisfaction of one or more of the Participants with transactions managed or entered into by UAMPS pursuant to this Contract, or with the nature or level of savings, costs, or risks associated therewith, absent a showing of gross negligence or willful misconduct by UAMPS. The sole remedy available to the Participant or another Participant that is dissatisfied with UAMPS' ability to achieve UAMPS' goals is to terminate this Contract in accordance with the Agreement; provided that upon a showing of gross negligence or willful misconduct by UAMPS the Participant may terminate this Agreement upon written notice to UAMPS, notwithstanding the five-year notice period otherwise applicable under Section 2, which notice will not become effective until the date on which the Participant has terminated its participation in all UAMPS projects and completed all associated obligations, and

shall not relieve the Participant or UAMPS of any obligation incurred prior to the effective date of termination.

(c) No member of the Board or the Project Management Committee, no officer or employee of UAMPS, no member of the governing body of the Participant nor any officer or employee of the Participant shall be individually or personally liable for any amount payable under this Power Supply Contract or be subject to any personal liability or accountability by reason of the execution and performance of this Power Supply Contract; *provided, however,* that this Section shall not be construed to relieve any officer or employee of UAMPS or the Participant from the performance of any official duty imposed by law or this Agreement.

Section 10. Uncontrollable Force. Neither UAMPS nor the Participant shall be considered to be in default in respect to any obligation hereunder (other than the obligation of the Participant to pay obligations under Section 5) if prevented from fulfilling such obligations by reason of an Uncontrollable Force. The party claiming an Uncontrollable Force shall give notice and reasonable details of any potential or actual Uncontrollable Force to the other party as soon as is reasonably practicable, shall provide regularly updated information as to the anticipated occurrence or duration of the Uncontrollable Force, and shall provide prompt notice when it is able to resume performance of those obligations that were affected as a result of the Uncontrollable Force. Either party rendered unable to fulfill any obligation by reason of an Uncontrollable Force shall exercise due diligence to remove such inability with all reasonable dispatch.

Section 11. Default; Dispute Resolution

(a) In the event of a failure of the Participant to observe, keep and perform any of the covenants, agreements or obligations on its part contained in the Agreement, UAMPS may, in addition to its other rights hereunder, bring any suit, action, or proceeding in law or in equity, including mandamus, injunction and action for specific performance, as may be necessary or appropriate to enforce any covenant, agreement or obligation of this Agreement against the Participant.

(b) In the event of any default by UAMPS under any covenant, agreement or obligation of this Agreement, the Participant's sole remedy for such default shall be limited to mandamus, injunction, action for specific performance or any other available equitable remedy as may be necessary or appropriate and in no event shall the Participant withhold or offset any payment owed to UAMPS hereunder.

(c) Prior to and as a condition to the filing of any action with respect to this Agreement under paragraph (a) above, the Participant shall first submit the dispute or matter in question to the Project Management Committee for mediation by giving notice in writing to UAMPS and the Chair of the Project Management Committee describing the dispute or matter and the issue or issues to be resolved. The Participant agrees to participate fully and in good faith in all mediation proceedings of the Project Management Committee. In the event that the Project Management Committee is unable to resolve or mediate such dispute or matter within 120 days

after UAMPS has received written notice of the dispute, the Participant shall have the right to initiate such proceedings as it may deem necessary.

(d) No member of the governing body, nor any officer or employee of UAMPS or the Participant shall be individually or personally liable for any payment under this Agreement or be subject to any personal liability or accountability by reason of the execution of this Agreement; *provided, however,* that this Section shall not relieve any officer or employee of UAMPS or the Participant from the performance of any official duty imposed by law or this Agreement.

Section 12. Notices.

(a) All notices, demands or other communications made pursuant to this Contract (each, a *"Notice"*) may be sent by electronic mail, other mutually acceptable electronic means, a nationally recognized overnight courier service, first class mail or hand delivery. Notice shall be deemed given when received by the addressee, unless received on a day that is not a business day or received after 5:00 p.m. (receiving party's local time) on a business day, in which case Notice shall be deemed to have been received on the next following business day. In the absence of proof of the actual receipt date, the following presumptions will apply: (i) Notice sent by electronic mail shall be deemed to have been received upon the sending party's receipt of electronic confirmation of successful transmission; (ii) Notice sent by overnight mail or courier shall be deemed to have been received on the next business day after it was sent or such earlier time as is confirmed by the receiving party; and (iii) Notice sent by first class mail shall be deemed to have been received five business days after mailing.

(b) All Notices shall be sent by UAMPS to the business address or e-mail address of the Participant's Representative. All Notices shall be sent by the Participant to the business address or designated e-mail address of UAMPS. Either party may change its Notice address(es) by Notice to the other party.

Section 13. Miscellaneous.

(a) Assignment. This Agreement shall inure to the benefit of and shall be binding upon the respective successors and assigns of the parties to this Agreement; provided, however, that neither this Agreement nor any interest herein shall be transferred or assigned by either party without the prior written consent of the other party.

(b) Severability. If any section, paragraph, clause or provision of this Agreement shall be finally adjudicated by a court of competent jurisdiction to be invalid, the remainder of this Agreement shall remain in full force and effect as though such section, paragraph, clause or provision or any part thereof so adjudicated to be invalid had not been included herein.

(c) No Merger. This Agreement constitutes the entire and complete agreement of UAMPS and the Participant in respect of the Project and shall not be nor shall it be deemed to be modified, amended or superseded by any other agreement or contract between UAMPS and the Participant in respect of any other project or subject.

(d) No Waiver. No failure or delay by UAMPS or the Participant in exercising any right, remedy, or power under this Agreement shall operate as a waiver of such right, remedy, or power. No single or partial exercise of any right, remedy, or power shall preclude any other or further exercise thereof or the exercise of any other right, remedy, or power. Any waiver of a provision of this Agreement shall be effective only if made in writing and signed by the party against whom the waiver is asserted, and no such waiver shall be deemed a continuing waiver unless expressly stated.

(e) Relationship between the Parties. This Contract is not intended to create, nor shall it be deemed to create, any relationship between UAMPS and the Participant other than that of independent parties contracting with one another for the purpose of effectuating the provisions of this Contract.

(f) Survival. The termination of this Contract shall not discharge either party thereto from any obligation it owes to the other party under this Contract by reason of any transaction, loss, cost, damage, expense, or liability which shall occur or arise (or the circumstances, events, or basis of which shall occur or arise) prior to such termination. It is the intent of the parties hereby that any such obligation owed (whether the same shall be known or unknown at the termination of this Contract or whether the circumstances, events, or basis of the same shall be known or unknown at the termination of this Contract) shall survive the termination of this Contract. Cancellation, expiration, or termination of this Contract shall not relieve the parties of obligations that expressly survive or by their nature should survive such cancellation, expiration, or termination.

(g) No Third-Party Beneficiary. This Contract is intended solely for the benefit of the parties hereto. Except as necessary to enter into a Credit Agreement, subject to approval by the Project Management Committee, nothing in this Contract shall be construed to create any duty to, or standard of care with reference to, or any liability to, any person not a party to this Contract.

(h) Governing Law. This Agreement is made under and shall be governed by the law of the State of Utah; provided however, that if the Participant is organized or created pursuant to the laws of another state, then the authority of the Participant to execute and perform its obligations under this Agreement shall be determined under the laws of such state. All judicial proceedings brought against either party arising out of or relating hereto shall be brought exclusively in the courts of the State of Utah or of the United States of America for the District of Utah. By executing and delivering the Agreement, each party irrevocably accepts generally and unconditionally the nonexclusive jurisdiction and venue of such courts, waives any defense of *forum non conveniens*; agrees that service of all process in any such proceeding in any such court may be made by registered or certified mail, return receipt requested, to the party; and agrees that service as provided above is sufficient to confer personal jurisdiction over the party in any such proceeding in any such court, and otherwise constitutes effective and binding service in every respect.

(i) Entire Agreement. This Contract supersedes all previous representations, understandings, negotiations, and agreements, either written or oral, between the parties or their representatives

with respect to the subject matter hereof and constitutes the entire agreement of the parties with respect to the subject matter hereof.

(j) Counterparts. This Contract may be executed in counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

[Signature Page Follows]

Dated this _____ day of _____, 2026.

LEHI CITY

_____
Mayor

ATTEST

_____
City Recorder

UTAH ASSOCIATED MUNICIPAL POWER SYSTEMS

_____
Chairman

ATTEST

_____
Secretary

EXHIBIT 1
FORM OF ANNUAL PURCHASE PLAN

Plan Information

Fiscal Year	
PMC Approval Date	
Effective Period	

Planning Overview

Aggregate Forecasted Deficiency (MWh)	
Peak Forecasted Deficiency (MW)	
Planning Assumptions / Notes	

Forecasted Deficiency Purchase Targets

Procurement Horizon	Target Coverage
12 months → 1 month ahead	Up to 80%
1 month → 2 days ahead	Up to 100%
Day Ahead / Real-Time	As needed

Planned Purchase Volumes

Month	Forecasted Deficiency	Purchased to Date	Remaining Uncovered
Apr			
May			
Jun			
Jul			
Aug			
Sep			
Oct			
Nov			
Dec			
Jan			
Feb			
Mar			

Resource Sufficiency Evaluation (RSE)

Standard Approach	100% procured Day Ahead
Exceptions / Notes	

Flexible Resource Strategies (if applicable)

Tolling Agreement	☐ Yes ☐ No
Dispatchable Resource	☐ Yes ☐ No
Firm Market Purchase	☐ Yes ☐ No
Other	

Fine-tuned Load-following Purchases

Specific plans for shaping to be added here.

Attribution Statement

Forecasted Deficiency purchases are attributed to Participants at the time of purchase based on forecasted need. RSE purchases are made at the UAMPS level and allocated after-the-fact to Participants with RSE need.

Approval

PMC Chair	
Date	

EXHIBIT 2
FORM OF MEMBER LOAD & RESOURCE FORECAST

Forecast Information

Participant	
Fiscal Year	
Forecast Version	☐ Draft ☐ Final
Date Prepared	

Summary Forecast

Gross Load (MWh)	
Gross Load (MW – Peak)	
Total Resources Capacity (MW)	
Total Resources (MWh)	
Forecasted Deficiency / (Surplus)	

Monthly Energy Summary

Month	Gross Load (MWh)	Resources (MWh)	Deficiency (Surplus)
Apr			
May			
Jun			
Jul			
Aug			
Sep			
Oct			
Nov			
Dec			
Jan			
Feb			
Mar			

Monthly Peak Summary

Month	Gross Peak Load (MW)	Resources (MW)	Deficiency / (Surplus)
Apr			
May			
Jun			
Jul			
Aug			
Sep			
Oct			
Nov			
Dec			

Jan			
Feb			
Mar			

Resource Detail

Resource Name	Type	Capacity (MW)	Energy (MWh)	Notes

Forecast Assumptions & Notes

Member Review & Confirmation

Approval Status	☐ Approved ☐ Approved with corrections
Member Representative	
Date	

EXHIBIT 3
CONSIGNED RESOURCE [Non-UAMPS RESOURCE]

WHEREAS, [*Participant*] (the "Member") is a participant of the UAMPS Pool Project;

WHEREAS, in order for the Member to schedule its [*Non-UAMPS Resource*] as part of their resource portfolio, it is necessary for the Member to enter into this Pooling Appendix to provide for responsibilities and authorities of each party and document the procedures to be used, and;

WHEREAS, Member desires that UAMPS act as its scheduling agent for scheduling services ("Scheduling Agent") for its [*Non-UAMPS Resource*].

NOW, THEREFORE, the Member and UAMPS agree to the following.

SECTION 1. TERM

The term of this Pooling Appendix will begin May 1, 2026 and extends through the earlier of 1) the termination of the Amended and Restated Power Pooling Agreement; or 2) termination at the option of either Party upon the later of 30 days or the end of the scheduling month with written notice to the other Party or as provided for in Section 2 of the Amended and Restated Pooling Agreement and alternative procedures acceptable to UAMPS are in place.

SECTION 2. PURPOSE

This Pooling Appendix specifies the procedures for scheduling [*Non-UAMPS Resource*] as part of its resource portfolio due to the implementation of Extended Day-Ahead Market protocols ("EDAM Protocols") administered by PacifiCorp in conjunction with the California Independent System Operator ("CAISO"). Member agrees that their scheduling of [*Non-UAMPS Resource*] is subject to the terms and conditions of this Pooling Appendix which may be amended from time to time by the agreement of the parties.

SECTION 3. MEMBER OBLIGATIONS, AUTHORITIES AND LIABILITIES

The Member shall provide preschedules to UAMPS according to the timeline specified in Attachment A hereto. Attachment A may be amended by UAMPS upon written notice to the Member. All scheduling of the [*Non-UAMPS Resource*] by the Member will be submitted through the UAMPS web scheduling interface. Except in instances where the web interface is not available, submittal of schedules by phone, email or other means of communication will not be acceptable.

For the purposes of UAMPS power billing, [*Non-UAMPS Resource*] will be deemed to [*information will be entered here on whether or not the Non-UAMPS Resource is in the CAISO*

Full Network Model and whether or not the Non-UAMPS Resource incurs transmission costs] and the UAMPS pool will continue to be used to balance the Member's load pursuant to EDAM Protocols or policies established by the Pool Project's Project Management Committee. Differences, if any, between scheduled output that the Member has entered into UAMPS' billing database and the output measured by [*Non-UAMPS Resource*] meter(s) will be invoiced as imbalance energy.

SECTION 4. UAMPS OBLIGATIONS, AUTHORITIES AND LIABILITIES

UAMPS shall use the [*Non-UAMPS Resource*] schedules submitted from the Member according to the timeline specified in Attachment A in integrating and scheduling the Member's resources scheduled and billed by UAMPS to serve the Member's loads.

UAMPS will bid and schedule the Member's [*Non-UAMPS Resource*] in accordance with the Member's specific instructions.

SECTION 5. SCHEDULING AGENT SERVICE CHARGE

The Member will be charged a scheduling fee, transmission fee, and any other fee as adopted by the UAMPS Board of Directors from time to time.

Member also agrees to pay any other costs, if any, and any applicable administrative overheads as approved by the UAMPS Board of Directors that UAMPS may incur in the performance of this Pooling Appendix.

DATED this _____ day of _____, 2026.

[PARTICIPANT] UAMPS

_____ _____

Attachment A

Duration for 1 Month and Longer (Term) Schedules:

The Member must notify UAMPS by the 19th of the prior month.

Day-Ahead Schedules:

The Member must notify UAMPS by 6:00 AM, 7 business days prior to the trade date. To the extent allowed under WECC and Balancing Authority criteria, UAMPS will accept changes to the 7 day schedule made by 6:00 a.m. [*2*] business days prior to the trade date.

Notification parties for Term, Balance of the Month, and Day Ahead transactions:

Pre-Scheduler	prescheduling@uamps.com	801-568-0497
Kelton Andersen	kelton@uamps.com	801-214-6406

Notification parties for unplanned outages or emergency situations:

Shift Scheduler	sched@uamps.com	801-568-0496 801-568-0596

To report scheduling problems:

Jordan Garcia	jordan@uamps.com	385-377-2567

CERTIFICATE OF PARTICIPANT

The undersigned hereby certify that they are the Mayor and City Recorder of Lehi City, Utah (the *"Participant"*), a member of Utah Associated Municipal Power Systems (*"UAMPS"*), and that as such they are authorized to execute this Certificate on behalf of the Participant and hereby certify as follows:

1. This Certificate is delivered in connection with the execution and delivery of the Amended and Restated Power Pooling Agreement, dated as of May 1, 2026 (the *"Agreement"*), between the Participant and UAMPS. Capitalized terms used and not otherwise defined herein have the meanings assigned to them in the Agreement.

2. The Participant is a political subdivision of the State of Utah (the *"State"*) and is governed by a City Council (the *"Governing Body"*).

3. Attached hereto as *Exhibit A* is a true, complete and correct copy of a resolution authorizing the execution and delivery of the Agreement and (the *"Contract Resolution"*). The Contract Resolution was duly adopted by a majority of the Governing Body present and voting at a public meeting of the Governing Body at which a quorum was present and acted throughout.

4. The meeting of the Governing Body at which the Contract Resolution was adopted was duly called, noticed and held in conformity with applicable laws of the State and procedural rules of the Governing Body. The Contract Resolution is in full force and effect and has not been amended, modified, repealed or supplemented.

5. The names of the Mayor and the City Recorder authorized to execute and deliver the Agreement on behalf of the Participant are as follows:

NAME	OFFICE
Paul Binns	Mayor
Teisha Wilson	City Recorder

6. (a) No petition was filed with the Participant or any of its officers seeking to refer the Contract Resolution to the electors of the Participant in accordance with the provisions of State law; and (b) no litigation has been instituted, is pending or has been threatened to require a referendum election on the Contract Resolution.

7. The Participant owns and operates an electric utility system (the *"System"*) that distributes and furnishes electric energy to consumers located within the established service area of the System. Under the Agreement, the Participant agrees to use all of the electric energy from its Entitlement Share to serve retail customers located in the established service area of the System and to meet its own requirements.

8. The Participant has previously executed the Utah Associated Municipal Power Systems Amended and Restated Agreement for Joint and Cooperative Action dated as of March 20, 2009, and all amendments thereof and supplements thereto (the *"Joint Action Agreement"*) and that certain Power Pooling Agreement (the *"Pooling Agreement"*) between the Participant and UAMPS relating to the power pool administered by UAMPS. The Joint Action Agreement and the Pooling Agreement are each in full force and effect and constitute the legal, valid and binding agreements of the Participant.

9. The representations and warranties of the Participant in Section 8 of the Agreement are true and correct on and as of the date of this certificate.

Dated: _____, 2026.

LEHI CITY, UTAH

By _____
Mayor

By _____
City Recorder

[SEAL]

[ATTACH CONTRACT RESOLUTION]

Agenda Item No: 5

City Council Agenda Item Report

Meeting Date: March 24, 2026
Submitted By: Teisha WIlson
Submitting Department:
Item Type: Resolution
Agenda Section: Consent Agenda

Subject:
Consideration of Resolution #2026-19, approving a Lease Agreement with Value Innovations HB Lofts for tutoring and educational instruction with the Rippy Literacy Center.

Suggested Action:

Attachments:

Literacy Center-Ivory Innovations Lease Agreement

Res 2026-19.docx

COMMERCIAL LEASE AGREEMENT

This Lease Agreement ("Lease") is made and entered into by and between:

Landlord: Value Innovations HB Lofts, LLC
and

Tenant: Lehi City, a municipal corporation

Effective Date: _____

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1. PREMISES & USE

1.1 **Leased Premises**
Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, approximately 1,537 square feet located on the west side of the Clubhouse in Innovation Park at 4693 W. Wrigley Drive (the "Premises"). The Premises shall not include any parking stalls.

1.2 **Permitted Use**
Tenant shall use the Premises exclusively for tutoring and educational instruction in connection with the Rippy Literacy Center. No other use shall be permitted unless expressly approved in writing by Landlord, at Landlord's sole discretion.

1.3 **Programming Ownership**
All programming for the Rippy Literacy Center shall be exclusively owned by Lehi City. All rights to such programming shall remain with the Tenant.

1.4 **Registration**
Participant registration for Tenant's programming shall be offered on a first-come, first-served basis. Tenant is not required to offer priority registration for residents of Innovation Park.

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2. TERM & RENEWAL

2.1 **Term**
The term of this Lease shall be twenty (20) years, commencing on the date the Tenant opens for business at the Premises (the "Commencement Date").

2.2 **Renewal Intent**
Landlord acknowledges the value of the facility as a community amenity and agrees to work in good faith with Tenant to evaluate and execute renewal options, subject to project demands and future needs, as determined in Landlord's sole discretion.

3. RENT

3.1 **Annual Rent**
Tenant shall pay to Landlord an annual rent of **One Dollar ($1.00)** per year for the entire duration of the lease term.

3.2 **Rent Commencement Date**
Rent shall commence upon Tenant's occupation of the Premises.

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4. DELIVERY OF PREMISES

4.1 **Delivery Date**
The Premises shall be delivered to Tenant on or before **April 1, 2026**.

4.2 **Delivery Condition**
Landlord shall deliver the Premises to Tenant in a finished and furnished condition, ready for occupancy and for operational use as a tutoring and educational instruction facility, coordinated with Lehi City to meet key facility requirements. Notwithstanding the foregoing, Landlord shall have no obligation to provide, install or maintain any equipment, including without limitation electronics, computers, or other instructional technology, all of which shall be provided by the tenant at the tenant's sole cost and expense. Tenant is also responsible for the maintenance, replacement, and change of all furniture after the effective date of this lease agreement.

4.3 **Opening Requirement**
Tenant agrees to have the Rippy Literacy Center fully operational and open for business within **sixty (60) days** of delivery. Failure to meet this timeline is a breach of this Lease and may result in renegotiation of terms or other remedies as determined by Landlord.

4.4. **Premises Condition.**
Tenant acknowledges that other than its obligation in 4.2 above, neither Landlord nor its agents have made any promise to alter, remodel or improve the Building or the Premises, nor have made any representations or warranty with respect to the condition of the building or the Premises or the suitability of either for the conduct of the Tenant's business. Tenant's taking possession of the Premises shall conclusively establish that the Premises were, at the time, in good, satisfactory and tenantable condition and that Tenant accepts the same "as is". Tenant agrees to keep and maintain the Premises in good, clean and sanitary order, condition and repair, reasonable wear and tear excepted. Except as otherwise provided in this Lease, Tenant may maintain on the Premises such furniture, furnishings, equipment and other property as may be required to use the Premises for Tenant's permitted use.

4.5. **Tenant's Maintenance.** As a part of the consideration for rental hereunder, Tenant, at Tenant's expense, shall maintain all parts of the Premises twenty-four (24) hours a day, other than those maintained by Landlord, in a good clean and secure condition and promptly make all necessary repairs and replacements, including but not limited to all of Tenant's personal property and trade fixtures and all windows, glass, skylights, doors, walls and wall finishes, floor coverings and fixtures of the Premises and utilities lines and/or systems located within the Premises, as applicable. Tenant shall not damage any demising wall or disturb the integrity and support provided by any demising wall and shall, at its sole expense, immediately repair any damage to any demising wall caused by Tenant or Tenant's Related Parties or Tenant's contractors, licensees or invitees.

4.6. **Landlord's Rights.** Landlord and its contractors shall have the right to enter upon the Premises, twenty-four (24) hours a day, seven (7) days a week, to inspect the Premises or to make any repairs to the Premises or the building reasonably required or deemed reasonably necessary by Landlord and to erect such equipment, including scaffolding, as is reasonably necessary to effect such repairs. Landlord shall provide Tenant with reasonable prior notice of such entry except for emergency situations. In the event Tenant fails to perform Tenant's maintenance obligations set forth herein, Landlord shall provide written notice to Tenant of such failure, and, provided Tenant has not commenced such maintenance within fifteen (15) days of receipt of Landlord's notice, Landlord shall have the right to enter upon the Premises to perform the necessary maintenance, the cost and expense of which shall be reimbursed by Tenant to Landlord within ten (10) days after receipt of written demand therefor. Landlord shall provide Tenant with reasonable prior notice of such entry except for emergency situations.

4.7. **Alterations by Tenant.** Tenant shall make no alterations, additions or improvements to the Premises or the Building, including the installation of equipment or machinery which requires modifications to existing electrical outlets or increases Tenant's usage of electricity beyond standard office electrical usage without obtaining the prior written consent of Landlord, in Landlord's sole discretion.

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5. SECURITY DEPOSIT

No security deposit shall be required under this Lease.

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6. TRIPLE NET (NNN) CHARGES

6.1 **Property Tax.**
Tenant is tax-exempt from property taxes. Landlord acknowledges and agrees to reflect Tenant's tax-exempt status under this Lease. Should Tenant's tax-exempt status change, Tenant shall be responsible for any resulting property tax liability from such change.

6.3 **Maintenance and Insurance**
Tenant shall be responsible for its proportionate share of maintenance and insurance costs associated with the Premises. Tenant’s proportionate share shall be calculated based on the ratio that the rentable square footage of the Premises bears to the total rentable square footage of the clubhouse building. Landlord or its property manager shall provide Tenant with a statement of such charges, and Tenant shall pay the amount due within 14 days of receipt of the statement. Failure to pay such amounts shall constitute a default under this Lease.

Tenant shall maintain Commercial General Liability insurance with limits not less than $1 million for each occurrence and $2 million in aggregate. The Landlord shall be named as an Additional Insured for ongoing and completed operations. The Tenant shall waive rights of recover (subrogation) against the Landlord.

Tenant shall maintain Workers’ Compensation insurance with statutory limits and Employers Liability insurance with limits not less than $1 million. The Tenant shall waive rights of recover (subrogation) against the Landlord.

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7. UTILITIES

7.1 **Proportionate Responsibility for Utility Costs**
Except for Power which is set forth in 7.2 below, Tenant shall pay to Landlord, as additional rent, Tenant’s proportionate share of all utility costs for the Building, including but not limited to water, sewer, gas, and any other utilities or services provided to the common areas or used in connection with the operation of the Building. Tenant’s proportionate share shall be calculated based on the ratio that the rentable square footage of the Premises bears to the total rentable square footage of the clubhouse building. Landlord or its property manager shall provide Tenant with a statement of such charges, and Tenant shall pay the amount due within 14 days of receipt of the statement. Failure to pay such amounts shall constitute a default under this Lease.

7.2 **Separate Electricity Account**
Tenant shall establish a separate account with Lehi Power to provide electricity to the Premises.

8. SIGNAGE

Signage for the tutoring center shall be predetermined and mutually agreed upon by the Landlord and Tenant and shall comply with all applicable city codes and regulations.

9. MISCELLANEOUS

9.1 **Entire Agreement**
This Lease constitutes the entire agreement between the parties and supersedes all prior negotiations and understandings. Any modification to this Lease must be in writing and signed by both parties.

9.2 **EXCULPATION AND INDEMNITY**

9.2.1 Exculpation of Landlord. Landlord shall not be liable to Tenant for any injury or damage that may result to any person or property in or about the Premises or the building except for the negligence, gross negligence or willful misconduct of the Landlord or its agents, employees or invitees.

9.2.2 Tenant Indemnification. Tenant hereby agrees to indemnify Landlord free and harmless from and against any and all claims, actions, damages, liabilities and expenses, including attorneys' fees and costs, in connection with or arising out of (i) any loss of life, personal injury and/or damage to property arising from or out of any occurrence caused by Tenant in, upon or at the building, (ii) the use by Tenant of the building, or any part thereof, and (iii) Tenant's failure to comply with any provision of this Lease, except as occasioned by the negligence, gross negligence or willful misconduct by Landlord.

9.2 **Governing Law**
This Lease shall be governed by the laws of the State of Utah.

9.4 **Right to Terminate Upon Default:** In the event Tenant fails to perform any of its obligations under this Lease and such failure constitutes a default as defined herein, Landlord shall provide written notice of default to Tenant and a thirty (30) day period to cure the default. Upon Tenant's failure to cure the default within 30 days' notice, Landlord shall have the right to terminate this Lease by providing written notice of termination to Tenant. Upon such termination, Landlord shall have the right to re-enter and take possession of the Premises, remove all persons and property therefrom, and pursue any and all remedies available at law or in equity. Termination of this Lease shall not limit Landlord's right to recover damages, including without limitation, any unpaid

Rent, costs of recovering the Premises, and any other losses resulting from Tenant's default.

9.3 **Counterparts**
This Lease may be executed in counterparts, each of which shall be deemed an original and together shall constitute one and the same instrument.

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

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

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

9.7 **Assignment**. Neither party may assign this Agreement nor delegate any responsibilities under this Agreement without prior written consent. Any purported assignment or delegation in violation of this Section without prior written consent from the non-assigning party, shall be void and will be considered a material breach of this Agreement. Notwithstanding the foregoing, Tenant and Landlord must be reasonable in granting or withholding consent and Landlord shall have the right to hire a property management company to perform and or all of its obligations under this agreement.

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

9.9 **Notice.**

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

To Tenant:	To Landlord:
Lehi City Corporation	
Attn:	Attn:
153 N. 100 E.	
Lehi, Utah 84043	

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

IN WITNESS WHEREOF, the parties have executed this Lease as of the Effective Date.

LANDLORD:
By: _____
Name:
Title:
Date:

TENANT: Lehi City
By: _____
Name:
Title:
Date:

LEHI CITY

RESOLUTION NO. 2026-19

A RESOLUTION OF THE LEHI CITY COUNCIL APPROVING A LEASE AGREEMENT WITH VALUE INNOVATIONS HB LOFTS, LLC FOR A SATELLITE LOCATION OF THE RIPPY LITERACY CENTER

WHEREAS**,** the Rippy Literacy Center is currently located in the Lehi City library,;

WHEREAS, Value Innovations HB Lofts, LLC, a non-profit company, desires to house a satellite location of the Rippy Literacty Center at the Ivory Ridge neighborhood clubhouse, and the City willing to locate a satellite locatin there; and

WHEREAS, on March 24th, 2026, the City Council held a duly noticed public meeting to ascertain the facts regarding this matter, which facts and comments are found in the meeting record; and,

WHEREAS, after considering the facts and comments presented to the City Council, the Council finds: (i) that it should approve a Lease Agreement with Strata Networks; 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 Lease Agreement between Lehi City and Value Innovations HB Lofts, LLC attached hereto as Exhibit “A” is hereby approved and the Mayor is authorized to execute the Agreement and take all other such action as is necessary to make it effective.

2. This resolution shall take effect immediately.

Approved and Adopted by the City Council of Lehi City, Utah this 24th day of March, 2024.

LEHI CITY ATTEST

_____

_____

Paul Binns, Mayor Teisha Wilson, City Recorder

EXHIBIT “A”

Agenda Item No: 1

City Council Agenda Item Report

Meeting Date: March 24, 2026
Submitted By: Jacob Curtis
Submitting Department: Planning Division
Item Type: Ordinance
Agenda Section: Regular Agenda

Subject:
Consideration of Ordinance #10-2026, approving a Development Code Amendment adding Chapter 12-D, Flood Damage Prevention, in compliance with FEMA.

Suggested Action:

Attachments:

Chapter 12-D Development Code Amendment 1.pdf

Ord 10-2026.docx

CHAPTER 12-D DEVELOPMENT CODE AMENDMENT

CITY COUNCIL REPORT

Applicant	Lehi City
Meeting Date	March 24, 2026
Requested Action/Purpose	Approval of a proposed amendment to the Lehi City Development Code
Date of DRC Review	February 11, 2026
Date of Planning Commission Review	February 26, 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 is proposing a Development Code amendment that adds Chapter 12-D, which is focused on flood damage prevention. FEMA recently remapped the floodplain area around Utah Lake and as a result the City is required to update our flood ordinance. The City Storm Water Engineer made us aware of this requirement and provided the proposed text amendment. In coordination with her, the decision was made to create this separate section of Chapter 12 as a result.

The chapter creates a comprehensive regulatory framework to reduce flood risk, control development in flood-prone areas, ensure compliance with federal standards, and maintain eligibility for federal flood insurance programs.

There was one minor DRC comment regarding formatting.

POSSIBLE MOTIONS AND FINDINGS

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

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

PLANNING COMMISSION RECOMMENDATION

The Planning Commission reviewed the proposed amendment on February 26, 2026. The minutes and motion from this meeting are as follows:

3.4) Public hearing and recommendation of Lehi City's request for review of a Development Code Amendment adding Chapter 12-D, Flood Damage Prevention, in compliance with FEMA.

Jacob Curtis presented the item. Shelbey Brewer was supposed to present this item, but she was sick. This update is in response to FEMA's recent remapping of the area and their request that whatever ordinance in place be updated. Lehi didn't previously have an ordinance for flood damage prevention, so this will be a new addition to the code. This item will need to be adopted by summer.

Kim Struthers further explained that if the city applies for aid in the event of a flood, the government would require this ordinance to be in place before providing it. Commissioner Eyre asked if this would protect the city or the residents. Struthers thinks it is mostly to enable federal aid on the municipal level.

Commissioner Gehman asked if the code would be retroactive or only apply going forward. Struthers thinks it will only impact projects going forward.

Commissioner Eyre asked if additions to current buildings would need to meet these standards if they have been grandfathered in with the old code requirements. Ellis explained that if the upgrade is more than 50% of the value of the home, it would need to meet the new standards.

Commissioner Eyre opened and closed public comment.

Commissioner Jones explained that he would be happy to approve or table the item if the rest of the Commission would like to hear the official presentation from Brewer. The Commission felt confident about the chapter especially since Brewer will be able to present to the City Council which has the final say.

Motion: Commissioner Jones moved to give a positive recommendation with the findings that the proposed Development Code Amendment is in conformance with the purposes, intent, and provisions of the General Plan and its various elements. He included all DRC comments. Commissioner Gehman seconded.

Vote: Commissioner Jones, yes. Commissioner Gehman, yes. Commissioner Eyre, yes. Commissioner Su'a-Filo, yes. Commissioner Roberts, yes.

Motion passed unanimously.

Chapter 12-D Development Code Amendment
DRC Redline Comments

Lehi City – requests review of a Development Code Amendment to Chapter 12-D, Flood Damage Prevention.

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:
Date of Plans Reviewed: 01/27/26
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:
1. Add space between paragraphs, here for consistent formatting.

Gary S. – Building/Inspections: No comments
Shelbey – Public Works: No comments
Gary E. – Engineering: No comments
Luke – Traffic: No comments
Kim – Planning: No comments

THIS ITEM WILL BE SCHEDULED FOR PLANNING COMMISSION ON FEBRUARY 26th

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 12-D
FLOOD DAMAGE PREVENTION

Section 12-D.010	Statutory Authorization, Findings of Fact, Purpose and Methods
Section 12-D.020	Definitions
Section 12-D.030	General Provisions
Section 12-D.040	Administration
Section 12-D.050	Provisions for Flood Hazard Reduction

Section 12-D.010 Statutory Authorization, Findings of Fact, Purpose and Methods

A. Statutory Authorization. The Legislature of the State of Utah Code. Ann. § 10-3-701 has delegated the responsibility of local governmental units to adopt regulations designed to minimize flood losses. Therefore, the City Council of Lehi, Utah, does ordain as follows:

The city of Lehi elects to comply with the requirements of the National Flood Insurance Act of 1968 (P.L. 90-488, as amended). The National Flood Insurance Program (NFIP) is a voluntary program administered by the Federal Emergency Management Agency (FEMA The National Flood Insurance Program, established in the aforesaid act, provides that areas of the town having a special flood hazard be identified by the Federal Emergency Management Agency and that floodplain management measures be applied in such flood hazard areas. The National Flood Insurance Program was broadened and modified with the passage of the Flood Disaster Protection Act of 1973 and other legislative measures. It was further modified by the National Flood Insurance Reform Act of 1994. The National Flood Insurance Program is administered by the Federal Emergency Management Agency, a component of the U.S. Department of Homeland Security.

B. Findings of Fact. The flood hazard areas of Lehi City are subject to periodic inundation by flood waters, which results in potential loss of life and property, health and safety hazards, disruption of commerce and governmental services, and extraordinary public expenditures for flood protection and relief; all of which adversely affect the public health, safety and general welfare.

These potential flood losses are caused by:

1. The cumulative effect of obstructions in floodplains that are known to cause increases in flood heights and velocities;
2. The occupancy of flood hazard areas by structures vulnerable to floods because they are inadequately elevated or otherwise unprotected from flood damages; and
3. Uses deemed unsuitable for floodplain areas or that do not account for the increased flood risk.

C. Statement of Purpose. It is the purpose of this chapter to promote the public health, safety and general welfare of the community and to minimize public and private losses due to flood conditions in specific areas by provisions designed to:

1. Protect human life and health;
2. Minimize damage to public infrastructure, including but not limited to utilities, streets, and bridges that are susceptible to flooding;
3. Minimize prolonged business interruptions caused by flooding;
4. Minimize public expenditures on flood control projects;
5. Minimize the need for rescue and relief efforts associated with flooding and are generally undertaken at the expense of the public;
6. Protect and safeguard the welfare and safety of first responders should an emergency response is needed;
7. Help maintain a stable tax base by providing for the sound use and development of flood prone areas in such a manner as to minimize future flood blight areas; and
8. Promote that potential buyers are notified if properties are in a flood area.

D. Methods of Reducing Flood Losses. To accomplish the purposes outlined in Section 12-D.010 C. Statement of Purpose, this chapter applies the following methods:

1. Restricts or prohibits land uses that are dangerous to health, safety, or property in times of flooding, or cause excessive increases in flood heights or velocities;
2. Requires that land uses vulnerable to floods, including facilities that serve such uses, be protected against flood damage at the time of initial construction;
3. Controls the alteration of natural floodplains, stream channels, and natural

protective barriers, which are involved in the accommodation of flood waters;

4. Controls filling, grading, dredging and other developments that may increase flood damage; and
5. Prevents or regulates the construction of flood barriers that will unnaturally divert floodwaters or may increase flood hazards to other lands.

Section 12-D.020 Definitions

Unless specifically defined below, words or phrases used in this chapter shall be interpreted to give them the meaning they have in common usage and to give this chapter its most reasonable application.

100-Year Flood means a flood having a recurrence interval that has a 1-percent chance of being equaled or exceeded during any given year (1-percent-annual-chance flood). The terms "100-hundred-year flood" and "1-percent-annual-chance flood" are synonymous. The term does not imply that the flood will necessarily happen once every 100 hundred years. Mandatory flood insurance requirements may apply.

500-Year Flood means a flood having a recurrence interval that has a 0.2-percent chance of being equaled or exceeded during any given year (0.2-percent-annual-chance flood). The term does not imply that the flood will necessarily happen once every 500 years and mandatory flood insurance requirement generally does not apply.

Accessory Structure is a structure that is on the same parcel of property as a principal structure. Its use is incidental to the use of the principal structure; the ownership of the accessory structure is the same owner as of the principal structure. An accessory structure is a non-residential structure of low value that is used solely for the parking of vehicles and storage of tools, materials, or equipment. No human habitation is allowed within an accessory structure.

Addition is any improvement that expands the enclosed footprint or increases the square footage of an existing structure. This includes lateral additions added to the side, front, or rear of a structure; vertical additions added on top of a structure; and enclosures added underneath a structure.

Alluvial Fan Flooding means flooding occurring on the surface of an alluvial fan or similar landform that originates at the apex. It is characterized by high-velocity flows; active processes of erosion, sediment transport, and deposition; and unpredictable flow paths.

Appurtenant Structure—see ***Accessory Structure***.

Area of Future-Conditions Flood Hazard means the land area that would be inundated by the 1-percent-annual-chance (100-year) flood, based on future-conditions hydrology.

Area of Shallow Flooding means a designated AO, AH, AR/AO, or AR/AH zone on a community's Flood Insurance Rate Map (FIRM) with a 1 percent or greater annual chance of flooding to an average depth of 1 to 3 feet where a clearly defined channel does not exist, where the path of flooding is unpredictable, and where velocity flow may be evident. Such flooding is characterized by ponding or sheet flow.

Area of Special Flood-Related Erosion Hazard is the land within a community that is most likely to be subject to severe flood-related erosion losses. The area may be designated as Zone E on the Flood Hazard Boundary Map (FHBM). After the detailed evaluation of the special flood-related erosion hazard area, in preparation for publication of the FIRM, Zone E may be further refined.

Area of Special Flood Hazard is the land in the flood plain within a community subject to a 1 percent or greater chance of flooding in any given year. The area may be designated as Zone A on the FHBM. After detailed ratemaking has been completed in preparation for publication of the FIRM, Zone A usually is refined into Zones A, AO, AH, A1-30, AE, A99, AR, AR/A1-30, AR/AE, AR/AO, AR/AH, AR/A, or V1-30, VE, or V. For purposes of these regulations, the term "special flood hazard area" is synonymous in meaning with the phrase "area of special flood hazard".

Base Flood means the flood having a 1-percent chance of being equaled or exceeded in any given year.

Base Flood Elevation (BFE) is the water surface elevation of the 1-percent-annual-chance flood event. It is the height in relation to mean sea level expected to be reached by the waters of the base

flood at pertinent points in the floodplains of coastal and riverine areas. It is also the elevation shown on the FIRM and found in the accompanying Flood Insurance Study (FIS) for Zones A, AE, AH, A1-A30, AR, V1-V30, or VE that indicates the water surface elevation resulting from the flood that has a 1-percent chance of equaling or exceeding that level in any given year.

Basement means any area of the building having its floor subgrade (below ground level) on all sides. A walkout basement that does not require a step up to grade is not considered a basement.

Best Available Data is existing flood hazard information adopted by a community and reflected on an effective FIRM, FBFM, and/or within an FIS report; or draft or preliminary flood hazard information supplied by FEMA or from another source. Other sources may include, but are not limited to, the state, other federal agencies, or local studies, the more restrictive of which would be reasonably used by the community.

Breakaway Wall means a wall that is not part of the structural support of the building and is intended through its design and construction to collapse under specific lateral loading forces, without causing damage to the elevated portion of the building or supporting foundation system. Any walls below the lowest floor in a building in a V or VE Zone should give way under wind and water loads without causing collapse, displacement, or other damage to the elevated portion of the building of the supporting pilings or columns. Breakaway walls apply only to V or VE Zones.

Building—see ***Structure***.

Channelization means the artificial creation, enlargement, realignment, or alteration of a stream channel's slope, shape, or alignment. Streambank restoration may be deemed as channelization.

Coastal A Zone (CAZ) means an area within a special flood hazard area, landward of a V zone or landward of an open coast without mapped V zones. In a Coastal A Zone, the principal source of flooding must be astronomical tides, storm surges, seiches, or tsunamis, not riverine flooding. During the base flood conditions, the potential for wave heights shall be greater than or equal to 1.5 feet. Coastal A Zones are not normally designated on FIRMs. (see Limit of Moderate Wave Action (LiMWA))

Coastal Barrier Resources System (CBRS) **c**onsists of undeveloped portions of coastal and adjoining areas established by the Coastal Barrier Resources Act (CoBRA) of 1982, the Coastal Barrier Improvement Act (CBIA) of 1990, and subsequent revisions, and includes areas owned by Federal or State governments or private conservation organizations identified as Otherwise Protected Areas (OPA).

Coastal High Hazard Area means a Special Flood Hazard Area extending from offshore to the inland limit of a primary frontal dune along an open coast and any other area subject to high velocity wave action from storms or seismic sources. The area is designated on a FIRM, or other adopted flood map as determined in Article 3, Section B of this chapter, as Zone VE.

Code of Federal Regulations (CFR) is the codification of the general and permanent rules published in the Federal Register by the executive departments and agencies of the Federal Government.

Conditional Letter of Map Revision (CLOMR) is FEMA's comment on a proposed project that would, upon construction, affect the hydrologic and/or hydraulic characteristics of a flooding source and thus result in the modification of the existing regulatory floodway, the effective BFEs, and/or the SFHA. The letter does not revise an effective map; it indicates whether the project, if built as proposed, would be recognized by FEMA.

Conditional Letter of Map Revision Based on Fill (CLOMR-F) is FEMA's comment on a proposed structure or property. The letter does not revise an effective map; it indicates whether the project, if built as proposed, would be removed from the floodplain.

Crawlspace means an under-floor space that has its interior floor area (finished or not) no more than 4 feet from the bottom floor joist the next higher floor elevation, designed with proper openings that equalize hydrostatic pressures of flood water, and is not used for habitation. Reference: **Section 12-D.050 B.4 Crawlspace**

Critical Facility means a facility or building where even a slight chance of flooding is too great a threat. Typical critical facilities include hospitals, fire stations, police stations, schools, storage of critical records, assisted living and similar facilities.

Deed Restriction refers to a clause in a deed that limits the future use of the property in some respect. Deed restrictions may impose a vast variety of limitations and conditions. For example, they may limit the density of buildings, dictate the types of structures that can be erected, or prevent buildings from being used for specific purposes or from being used at all.

Detached Garage is a building that is used solely for storage of materials or vehicle parking for up to four housing occupants. If a detached garage is designed or used for habitation or conducting business, or has multiple stories, then the building is not considered a detached garage under the NFIP.

Development means any human-made change to improved or unimproved real estate, including but not limited to buildings or other structures, mining, dredging, filling, grading, paving, demolition, excavation or drilling operations, or storage either temporary or permanent of equipment or materials.

Elevated Building is a non-basement building built, in the case of a building in Zone A1-30, AE, A, A99, AR, AO, AH, B, C, X and D, to have the top of the elevated floor above the ground level by means of pilings, columns (post and piers), or shear walls parallel to the flow of the water and adequately anchored so as not to impair the structural integrity of the building during a flood of up to the magnitude of the base flood. In the case of a building in Zone A1-30, AE, A, A99, AR, AO, AH, B, C, X and D, an "elevated building" also includes a building elevated by means of fill or solid foundation perimeter walls with openings sufficient to facilitate the unimpeded movement of flood waters.

Enclosure refers to an enclosed walled-in area below the lowest floor of an elevated building. Enclosures below the BFE may only be used for building access, vehicle parking, and storage.

Erosion means the process of the gradual wearing away of land masses by wind, water, or other natural agents.

Existing Construction refers to structures for which the "start of construction" commenced before the effective date of the FIRM or before January 1, 1975, for FIRMs effective before that date. It may also be referred to as ***Existing Structures***.

Existing Manufactured Home Park or Subdivision means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including, at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed before the effective date of the floodplain management regulations adopted by a community.

Existing Structures—see ***Existing Construction***.

Expansion to an Existing Manufactured Home Park or Subdivision means the preparation of additional sites by the construction of facilities for servicing the lots on which the manufacturing homes are to be affixed (including the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads).

FEMA means the Federal Emergency Management Agency.

Fill refers to the placement of materials, such as dirt, sand, or rock to elevate a structure, property, or portion of a property above the natural elevation of the site, regardless of where the material was obtained from. The common practice of removing unsuitable material and replacing with engineered material is not considered fill if the elevations are returned to the existing conditions. Any fill placed or used prior to the area being mapped as a flood hazard area is not deemed as fill.

Flood or Flooding means:

1. A general and temporary condition of partial or complete inundation of normally dry land areas from:
   a. The overflow of inland or tidal waters.
   b. The unusual and rapid accumulation or runoff of surface waters from any source.
2. Mudslides (i.e., mudflows) that are proximately caused by flooding as defined in this chapter and are akin to a river of liquid and flowing mud on the surfaces of normally dry land areas, as when earth is carried by a current of water and deposited along the path of the current.
3. The collapse or subsidence of land along the shore of a lake or other body of water as a result of erosion or undermining caused by waves or currents of water exceeding anticipated cyclical levels or suddenly caused by an unusually high water level in

a natural body of water, accompanied by a severe storm, or by an unanticipated force of nature, such as flash flood or an abnormal tidal surge, or by some similarly unusual and unforeseeable event which results in flooding as defined in this chapter.

Flood Insurance Rate Map (FIRM) means an official map of a community, on which the Administrator has delineated both the SFHAs and the risk premium zones applicable to the community.

Flood Insurance Study (FIS) or Flood elevation study means an examination, evaluation, and determination of flood hazards and, if appropriate, corresponding water surface elevations, or an examination, evaluation and determination of mudslide (i.e., mudflow) and/or flood-related erosion hazards.

Floodplain Development Permit is a community issued permit or document that is used for any development that occurs within an SFHA identified by FEMA or the community. It is used to address the proposed development to ensure compliance with the Lehi City Code.

Floodplain or Flood-Prone Area means any land area susceptible to being inundated by water from any source whether or not identified by FEMA (see definition of ***Flooding***).

Floodplain Management means the operation of an overall program of corrective and preventive measures for reducing flood damage, including but not limited to emergency preparedness plans, flood control works, mitigation plans, and floodplain management regulations.

Floodplain Management Regulations means zoning ordinances, subdivision regulations, building codes, health regulations, special purpose ordinances (such as a floodplain ordinance, grading ordinance and erosion control ordinance) and other applications of police power. The term describes such state or local regulations, in any combination thereof, which provide standards for flood damage prevention and reduction.

Flood Opening refers to an opening in the wall of an enclosed structure that allows floodwaters to automatically enter and exit the enclosure. Refer to FEMA Technical Bulletin 1.

Flood Protection System means those physical structural works for which funds have been authorized, appropriated, and expended and which have been constructed specifically to modify flooding in order to reduce the extent of the area within a community subject to an SFHA and to reduce the depths of associated flooding. Such a system typically includes hurricane tidal barriers, dams, reservoirs, levees or dikes. These specialized, flood modifying works are those constructed in conformance with sound engineering standards. FEMA only accredits levees, both private and public, that have been certified by a professional engineer or firm in which the certification shows that the levees have met and continue to meet the minimum regulatory standards cited in Title 44, Chapter 1, Section 65.10 of the Code of Federal Regulations (44 CFR 65.10).

Floodproofing means any combination of structural and non-structural additions, changes, or adjustments to structures that reduce or eliminate flood damage to real estate or improved real property, water and sanitary facilities, structures and their contents. Floodproofing can either be accomplished in the form of dry floodproofing in which the structure is watertight below the levels that need flood protection, or wet floodproofing in permanent or contingent measures applied to a structure that prevent or provide resistance to damage from flooding, while allowing floodwaters to enter the structure or area.

Floodway—see ***Regulatory Floodway***.

Floodway encroachment lines mean the lines marking the limits of floodways on federal, state, and local flood plain maps.

Freeboard means a factor of safety usually expressed in feet above a flood level for purposes of flood plain management. “Freeboard” tends to compensate for the many unknown factors that could contribute to flood heights greater than the height calculated for a selected size flood and floodway conditions, such as wave action, bridge openings, and the hydrological effect of urbanization of the watershed.

Functionally Dependent Use means a development that cannot perform its intended purpose unless it is located or carried out in close proximity to water. The term includes docking facilities, port facilities that are necessary for the loading and unloading of cargo or passengers, and

ship building and repair facilities. It does not include long-term storage or related manufacturing facilities.

Highest Adjacent Grade (HAG) means the highest natural elevation of the ground surface prior to construction next to the proposed walls of a structure. In AO Zones, the highest adjacent grade is utilized by comparing the lowest floor elevation to that of the highest adjacent grade and the depth of the AO Zone. Reference: **Section 12-D.050 D. Standards for Areas of Shallow Flooding (AO/AH Zones).**

Historic Structure means any structure that is:

1. Listed individually in the National Register of Historic Places (a listing maintained by the Department of Interior) or preliminarily determined by the Secretary of the Interior as meeting the requirements for individual listing on the National Register;
2. Certified or preliminarily determined by the Secretary of the Interior as contributing to the historical significance of a registered historic district or a district preliminarily determined by the Secretary to qualify as a registered historic district;
3. Individually listed on a state inventory of historic places in states with historic reservation programs that have been approved by the Secretary of the Interior; or
4. Individually listed on a local inventory of historic places in communities with historic preservation programs that have been certified either:
    a. By an approved state program as determined by the Secretary of the Interior, or
    b. Directly by the Secretary of the Interior in states without approved programs.

Letter of Map Amendment (LOMA) means an official amendment, by letter, to an effective FIRM. A LOMA establishes a property's location in relation to the SFHA. It is usually issued because a property or structure has been inadvertently mapped as being in the floodplain, when the property or structure is actually on natural high ground above the BFE.

Letter of Map Revision (LOMR) means FEMA's modification or revision to an entire or portion of the effective FIRM, or Flood Boundary and Floodway Map, or both. LOMRs are generally based on the implementation of physical measures that affect the hydrologic or hydraulic characteristics of a flooding source and thus result in the modification of the existing regulatory floodway, the effective BFEs, or the SFHA.

Letter of Map Revision Based on Fill (LOMR-F) means FEMA's amendment, by letter, to an effective FIRM where fill was brought in or used to elevate a property, portion of property or structure above the BFE.

Levee means a man-made structure usually an earthen embankment, designed and constructed in accordance with sound engineering practices to contain, control, or divert the flow of water so as to provide protection from temporary flooding.

Levee System means a flood protection system that consists of a levee, or levees, and associated structures, such as closure and drainage devices, which are constructed and operated in accordance with sound engineering practices.

Limit of Moderate Wave Action (LiMWA) means the boundary line given by FEMA on coastal map studies marking the extents of Coastal A Zones (CAZ).

Lowest Adjacent Grade (LAG) means the lowest natural elevation of the ground surface prior to construction next to the proposed walls of a structure. For an existing structure, it means the lowest point where the structure and ground touch, including but not limited to attached garages, decks, stairs, and basement windows.

Lowest Floor means the lowest floor of the lowest enclosed area (including basement). An unfinished or flood resistant enclosure, usable solely for parking of vehicles, building access or storage in an area other than a basement area is not considered a building's lowest floor; provided, that such enclosure is not built so as to render the structure in violation of the applicable non-elevation design requirements of Section 60.3.

Manufactured Home means a structure, transportable in one or more sections, which is built on a permanent chassis and is designed for use with or without a permanent foundation when attached to the required utilities. The term "manufactured home" does not include a "recreational vehicle"; however, a manufactured home may be used for both residential and non-residential use.

Manufactured Home Park or Subdivision means a parcel (or contiguous parcels) of land divided

into two or more manufactured home lots for rent or sale.
Map means the FHBM or the FIRM for a community issued by FEMA.

Mean Sea Level means, for purposes of the NFIP, the National Geodetic Vertical Datum (NGVD) of 1929, North American Vertical Datum (NAVD) of 1988, or other datum, to which BFEs shown on a community's FIRM are referenced.

Mixed Use Structures are structures with both a business and a residential component, but where the area used for business is less than 50 percent of the total floor area of the structure.

New Construction means structures for which the start of construction commenced on or after the effective date of a floodplain management regulation adopted by a community and includes any subsequent improvements to such structures. For the purposes of determining insurance rates, structures for which the "start of construction" commenced on or after the effective date of an initial FIRM or after December 31, 1974, whichever is later, and includes any subsequent improvements to such structures.

New Manufactured Home Park or Subdivision means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed on or after the effective date of floodplain management regulations adopted by a community.

No-Rise Certifications are formal certifications signed and stamped by a professional engineer licensed to practice in the state, demonstrating through hydrologic and hydraulic analyses performed in accordance with standard engineering practice that a proposed development will not result in any increase (0.00 feet) in flood levels within the community during the occurrence of a base flood event.

Otherwise Protected Area (OPA) see "Coastal Barrier Resources System (CBRS)".

Physical Map Revision (PMR) is FEMA's action whereby one or more map panels are physically revised and republished.

Primary Frontal Dune (PFD) means a continuous or nearly continuous mound or ridge of sand with relatively steep seaward and landward slopes immediately landward and adjacent to the beach and subject to erosion and overtopping from high tides and waves during major coastal storms. The inland limit of the primary frontal dune occurs at the point where there is a distinct change from a relatively steep slope to a relatively mild slope.

Recreational Vehicle means a vehicle which is:
(a) Built on a single chassis;
(b) 400 square feet or less when measured at the largest horizontal projection;
(c) Designed to be self-propelled or permanently towable by a light duty truck; and
(d) Designed primarily, not for use as a permanent dwelling but, as temporary living quarters for recreational, camping, travel, or seasonal use.

Regulatory Floodway means the channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than a designated height.

Riverine means relating to, formed by, or resembling a river (including tributaries), stream, brook, creek, etcetera, which can be intermittent or perennial.

Section 1316 refers to the section of the National Flood Insurance Act of 1968, as amended, which provides for the denial of flood insurance coverage for any property that the Administrator finds has been declared by a duly constituted State or local authority to be in violation of State or local floodplain management regulations. Section 1316 is issued for a property, not a property owner, and remains with the property even after a change of ownership.

Special Flood Hazard Area—see ***Area of Special Flood Hazard***.

Start of Construction (for other than new construction or substantial improvements under the Coastal Barrier Resources Act (Pub. L. 97-348)) includes substantial improvement, and means the date the building permit was issued, provided the actual start of construction, repair, reconstruction, rehabilitation, addition placement,

or other improvement was within 180 days of the permit date. The actual start means either the first placement of permanent construction of a structure on a site, such as the pouring of slab or footings, the installation of piles, the construction of columns, or any work beyond the stage of excavation; or the placement of a manufactured home on a foundation. Permanent construction does not include land preparation, such as clearing, grading and filling; nor does it include the installation of streets and/or walkways; nor does it include excavation for a basement, footings, piers, or foundations or the erection of temporary forms; nor does it include the installation on the property of accessory buildings, such as garages or sheds not occupied as dwelling units or not part of the main structure. For a substantial improvement, the actual start of construction means the first alteration of any wall, ceiling, floor, or other structural part of a building, whether or not that alteration affects the external dimensions of the building.

Structure means, for floodplain management purposes, a walled and roofed building, culvert, bridge, dam, or a gas or liquid storage tank that is principally above ground, as well as a manufactured home. ***Structure*****,** for insurance purposes, means:

(1) A building with two or more outside rigid walls and a fully secured roof, which is affixed to a permanent site;

(2) A manufactured home ("a manufactured home," also known as a mobile home, is a structure: built on a permanent chassis, transported to its site in one or more sections, and affixed to a permanent foundation); or

(3) A travel trailer without wheels built on a chassis and affixed to a permanent foundation, that is regulated under the community's floodplain management and building ordinances or laws.

For insurance purposes, "structure" does not mean a recreational vehicle or a park trailer or other similar vehicle, except as described in paragraph (3) of this definition, or a gas or liquid storage tank.

Substantial Damage means damage of any origin sustained by a structure whereby the cost of restoring the structure to its pre-damaged condition would equal or exceed 50 percent of the market value of the structure before the damage occurred.

Substantial Improvement means any reconstruction, rehabilitation, addition, or other improvement of a structure, the cost of which equals or exceeds 50 percent of the market value of the structure before the "start of construction" of the improvement. This term includes structures which have incurred "substantial damage", regardless of the actual repair work performed.

The term does not, however, include:

1. Any project for improvement of a structure to correct existing violations of state or local health, sanitary, or safety code specifications that have been identified by the local code enforcement official and are the minimum necessary to assure safe living conditions; or
2. Any alteration of a "historic structure", if the alteration will not preclude the structure's continued designation as a "historic structure."

Variance means a grant of relief by a community from the terms of a flood plain management regulation. Reference: **Section 12-D.040 E. Variance Procedures.**

Violation means the failure of a structure or other development to be fully compliant with the community's flood plain management regulations. A structure or other development without the elevation certificate, other certifications, or other evidence of compliance required in Sections 44 CFR 60.3(b)(5), (c)(4), (c)(10), (d)(3), (e)(2), (e)(4), or (e)(5) is presumed to be in violation until such time as that documentation is provided.

Water surface elevation means the height, in relation to the North American Vertical Datum (NAVD) of 1988, (or other datum, where specified) of floods of various magnitudes and frequencies, such as the 1-percent-annual-chance flood event, in the flood plains of coastal or riverine areas.

Watercourse means the channel and banks of an identifiable water in a creek, brook, stream, river, ditch or other similar feature.

Section 12-D.030 General Provisions

A. Lands to Which This Section Applies. This chapter shall apply to all areas of special flood hazard identified by FEMA within the jurisdiction of Lehi City.

B. Basis for Establishing the Areas of Special Flood Hazard. The areas of special flood hazard identified by the Federal Emergency Management Agency June 23rd 2026 Flood Insurance Rate Maps

and Flood Boundary-Floodway Maps (FIRM and FBFM) or Digital Flood Insurance Rate Maps (DFIRM), and other supporting data, are adopted by reference and declared a part of this chapter, and any revisions thereto are hereby adopted by reference and declared to be a part of this chapter.

C. Establishment of Development Permit. A Floodplain Development Permit shall be required to ensure conformance with the provisions of this chapter.

D. Abrogation and Greater Restrictions. This chapter is not intended to repeal, abrogate, or impair any existing easements, covenants, or deed restrictions. However, where this chapter and another chapter, easement, covenant, or deed restriction conflict or overlap, whichever imposes the more stringent restrictions shall prevail.

E. Interpretation. In the interpretation and application of this chapter, all provisions shall be:

1. Considered as minimum requirements;
2. Liberally construed in favor of the governing body; and
3. Deemed neither to limit nor repeal any other powers granted under state statutes.

F. Warning and Disclaimer or Liability. The degree of flood protection required by this chapter is considered reasonable for regulatory purposes and is based on scientific and engineering considerations. On rare occasions, greater floods can and will occur and flood heights may be increased by human-made or natural causes.

This chapter does not imply that land outside the areas of special flood hazards or uses permitted within such areas will be free from flooding or flood damage. This chapter shall not create liability on the part of the community or any official or employee thereof for any flood damages that result from reliance on this chapter, or any administrative decision lawfully made thereunder.

G. Severability. If any section, provision, or portion of this chapter is adjudged unconstitutional or invalid by a court, the remainder of the chapter shall not be affected.

H. Compliance. No structures or developments including buildings, recreation vehicles, or manufactured homes or land shall hereafter be located, altered, or have its use changed without full compliance with the terms of this chapter and other applicable regulations. Nothing herein shall prevent the Lehi City Council from taking such lawful action as is necessary to prevent or remedy any violations.

I. Stop Work Order

1. Authority. Whenever the floodplain administrator or other community official discovers any work or activity regulated by this chapter being performed in a manner contrary to the provision of this chapter, the floodplain administrator is authorized to issue a stop work order.
2. Issuance. The stop work order shall be in writing and shall be given to the owner of the property involved, or to the owner's agent, or to the person doing the work. Upon issuance of a stop work order, the cited work shall immediately cease. The stop work order shall state the reason for the order, and the conditions under which the cited work will be permitted to resume.
3. Unlawful continuance. Any person who shall continue any work after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be subject to penalties as prescribed by local or state law including but not limited to the penalties outlined in **Section 12-D.030 J. Penalties for Noncompliance.**

J. Penalties for Noncompliance. In accordance with Section 59.2(b) of CFR 44, Chapter 1, of the NFIP regulation, to qualify for the sale of federally subsidized flood insurance, a community must adopt floodplain management regulations that meet or exceed the minimum standards of Section 60. "These regulations must include effective enforcement provisions." In accordance with Section 60.1(b) of CFR 44, Chapter 1, of the NFIP regulations, "These regulations must be legally enforceable, applied uniformly throughout the community to all privately and publicly owned land within flood-prone (i.e. mudflow) or flood-related erosion areas, and the community must provide that the regulations take precedence over less restrictive conflicting local laws, ordinances, or codes."

No structure or land shall hereafter be constructed, located, extended, converted, or altered without full compliance with the terms of this chapter and other applicable regulations. Violation of the provisions of this chapter by failure to comply with any of its requirements (including violations of conditions and safeguards established in connection with conditions) shall constitute a misdemeanor. Any person who violates this chapter or fails to comply with any of its requirements shall be guilty of a Class B Misdemeanor and shall upon conviction thereof be

fined not more than $1000.00 or imprisoned for not more than 180 days, or both, for each violation assessed daily, and in addition shall pay all costs and expenses involved in the case. Nothing herein contained shall prevent Lehi City from taking such other lawful action as is necessary to prevent or remedy any violation.

Section 12-D.040 Administration

A. Designation of the Floodplain Administrator. The Stormwater Engineer is hereby appointed the Floodplain Administrator to administer and implement the provisions of this chapter and other appropriate sections of the NFIP Regulations and 44 CFR pertaining to floodplain management.

B. Duties and Responsibilities of the Floodplain Administrator. Duties and responsibilities of the Floodplain Administrator shall include, but not be limited to, the following:

1. Uphold the goals of the community and the NFIP to reduce risk when possible and increase the community's resistance to future disasters.
2. Maintain and hold open for public inspection all records pertaining to the provisions of this chapter, including the actual elevation of the lowest floor (including basement or crawlspace) of all new or substantially improved structures and any floodproofing certificates, including the data supporting such certificates.
3. Maintain and hold open for public inspection maps that identify and locate the boundaries of the SFHAs to which this chapter applies, including, but not limited to, the FIRM.
4. Review development proposals to determine whether a proposed building site, including sites designed for the placement of manufactured homes, will be reasonably safe from flooding.
5. Review, approve, or deny all applications for development permits required by adoption of this chapter.
6. Ensure that all necessary permits have been obtained from those federal, state, or local governmental agencies (including Section 404 of the Federal Water Pollution Control Act Amendments of 1972, 33 U.S.C. 1334 and the Endangered Species Act of 1973) from which prior approval is required.
7. Assure that the flood carrying capacity within the altered or relocated portion of any watercourse is maintained.
8. Notify, in riverine situations, adjacent communities and the State Coordinating Agency, which is the Utah Division of Emergency Management, prior to any alteration or relocation of a watercourse, and submit evidence of such notification to FEMA.
9. Where interpretation is needed as to the exact location of the boundaries of the areas of special flood hazards (for example, where there appears to be a conflict between a mapped boundary and actual field conditions), the Floodplain Administrator shall make the necessary interpretation.
10. When BFE data has not been provided by FEMA, the Floodplain Administrator shall obtain, review, and reasonably utilize any BFE data and floodway data available from a federal, state, or other source including data provided by the applicant, in order to administer the provisions of this chapter.
11. When a regulatory floodway has not been designated, no new construction, substantial improvements, or other development (including fill) shall be permitted within Zones A1-30, AE, and AH on the community's FIRM, unless it is demonstrated that the cumulative effect of the proposed development, when combined with all other existing and anticipated development, will not increase the water surface elevation of the base flood more than 1.00* feet at any point within the community unless the community has adopted higher standard options.
12. Under the provisions of 44 CFR Chapter 1, Section 65.12 of the NFIP Regulations, a community may approve certain development in Zones A1-30, AE, and AH on the community's FIRM, which increases the water surface elevation of the base flood by more than 1.00 foot, provided that the community first meets the requirements of Section 65.12 for a conditional FIRM revision through FEMA's CLOMR process.

C. Requirement to Submit New Technical Data

1. The property owner or developer shall notify FEMA by submittal of a LOMR within 6 months of project completion when an applicant has obtained a CLOMR from FEMA or when

development altered a watercourse, modified floodplain boundaries, or modified BFE.

2. The property owner or developer shall be responsible for preparing technical data to support the CLOMR or LOMR application and paying any processing or application fees to FEMA. The property owner or developer is responsible for submitting the CLOMR and LOMR to FEMA and shall provide all necessary data to FEMA if requested during the review process to ensure the CLOMR or LOMR is issued.
3. The Floodplain Administrator shall be under no obligation to sign the Community Acknowledgement Form, which is part of the CLOMR/LOMR application, until the applicant demonstrates that the project will or has met the requirements of this chapter and all applicable state, federal, and local laws.

D. Permit Procedures. Application for a Development Permit shall be presented to the Floodplain Administrator on forms furnished by him/her and may include, but not be limited to:

1. Duplicated plans drawn to scale showing the location, dimensions, and elevation of proposed landscape alterations.
2. Duplicated plans drawn to scale showing the location, dimensions, and elevation of existing and proposed structures, including the placement of manufactured homes.
3. Location of the foregoing in relation to SFHAs.
4. Elevation (in relation to mean sea level), of the lowest floor (including basement and crawlspace) of all new and substantially improved structures, if applicable;
5. Elevation (in relation to mean sea level), to which any nonresidential structure (if applicable) shall be floodproofed.
6. A certificate from a registered professional engineer or architect that the nonresidential floodproofed structure (if applicable) shall meet the floodproofing criteria of this chapter and the NFIP Regulations.
7. Description of the extent to which any watercourse or natural drainage will be altered or relocated because of proposed development, if applicable.
8. At the community's discretion, the community may charge a fee for issuance of floodplain development permits.
9. Copies of all floodplain development permits and the associated documents shall become property of the community and a permanent record.

Approval or denial of a Development Permit by the Floodplain Administrator shall be based on all of the provisions of this chapter and the following relevant factors:

1. The danger to life and property due to flooding or erosion damage.
2. The susceptibility of the proposed facility and its contents to flood damage and the effect of such damage on the individual owner.
3. The danger that materials may be swept onto other lands to the injury of others.
4. The compatibility of the proposed use with existing and anticipated development.
5. The safety of access to the property in times of flood for ordinary and emergency vehicles.
6. The costs of providing governmental services during and after flood conditions including maintenance and repair of streets and bridges, and public utilities and facilities such as sewer, gas, electrical, and water systems.
7. The expected heights, velocity, duration, rate of rise and sediment transport of the flood waters and the effects of wave action, if applicable, expected at the site.
8. The necessity to the facility of a waterfront location, where applicable.
9. The availability of alternative locations, not subject to flooding or erosion damage, for the proposed use.
10. The relationship of the proposed use to the comprehensive plan for that area.

E. Variance Procedures. The Appeal Board or Variance Board, as established by the community, shall hear and render judgment on requests for variances from the requirements of this chapter after a floodplain development permit has been denied.

1. Any person or persons aggrieved by the decision of the Appeal Board may appeal such decision in the courts of competent jurisdiction.
2. The Appeal Board, as established by the community, shall hear and render

judgment on an appeal only when it is alleged there is an error in any requirement, decision, or determination made by the Floodplain Administrator in the enforcement of administration of this chapter.

3. The Floodplain Administrator shall maintain a record of all actions involving an appeal and shall report variances to FEMA and the State Coordinating Agency upon issuing a variance.
4. Variances may be issued for new construction and substantial improvements to be erected on a lot of one-half acre or less in size contiguous to and surrounded by lots with existing structures constructed below the base flood elevation, providing the relevant factors in **Section 12-D.040 Administration E. Variance Procedures** have been fully considered. As the lot size increases beyond the one-half acre, the technical justification required for issuing the variance increases.
5. Upon consideration of the factors noted above and the intent of this chapter, the Appeal Board may attach such conditions to the granting of variances as it deems necessary to further the purpose and objectives of this chapter.
6. Variances shall not be issued within any designated floodway if any increase in flood levels during the base flood discharge would result.
7. Variances may be issued for the repair or rehabilitation of historic structures upon a determination that the proposed repair or rehabilitation will not preclude the structure's continued designation as a historic structure and the variance is the minimum necessary to preserve the historic character and design of the structure. The term ‘‘substantial improvement’ does not include any alteration of a structure or facility listed on the National Register of Historic Places or a State Inventory of Historic Places.

Prerequisites for granting variances:

1. Variances shall only be issued upon a determination that the variance is the minimum necessary, considering the flood hazard, to afford relief. Variances shall only be issued upon:
   a. Showing a good and sufficient cause.
   b. A determination that failure to grant the variance would result in exceptional hardship to the applicant.
   c. A determination that the granting of a variance will not result in increased flood heights, additional threats to public safety, extraordinary public expense, create nuisances, cause fraud on or victimization of the public, conflict with existing local laws or ordinances, considers the need of ingress and egress during times of floods, and does not jeopardize first responders’ health and welfare.
2. Any applicant to whom a variance is granted shall be given written notice that the structure will be permitted to be built with the lowest floor elevation below the BFE, and that the cost of flood insurance will be commensurate with the increased risk resulting from the reduced lowest floor elevation.
3. Variances may be issued by a community for new construction and substantial improvements and for other development necessary for the conduct of a functionally dependent use provided that:
   a. The criteria outlined in **Section 12-D.040 E. Variance Procedures** are met; and
   b. The structure or other development is protected by methods that minimize flood damage during the base flood and create no additional threats to public safety.

Section 12-D.050 Provisions for Flood Hazard Reduction

A. General Standards. In all areas of special flood hazards, the following provisions are required for all new construction and substantial improvements:

1. All new construction or substantial improvements shall be designed (or modified) and adequately anchored to prevent flotation, collapse, or lateral movement of the structure resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy.
2. All new construction or substantial improvements shall be constructed by methods and practices that minimize flood damage.

3. All new construction or substantial improvements shall be constructed with materials resistant to flood damage.
4. All new construction or substantial improvements shall be constructed with electrical, heating, ventilation, plumbing, and air conditioning equipment and other service facilities that are designed and/or located so as to prevent water from entering or accumulating within the components during conditions of flooding.
5. All new and replacement water supply systems shall be designed to minimize or eliminate infiltration of flood waters into the system.
6. New and replacement sanitary sewage systems shall be designed to minimize or eliminate infiltration of flood waters into the system and discharge from the systems into flood waters.
7. On-site waste disposal systems shall be designed or located to avoid impairment to them or contamination from them during flooding.

A.1. Substantial Improvement. Any combination of repair, reconstruction, rehabilitation, addition, or improvement of a building or structure, if the cumulative cost of the entire project equals or exceeds 50 percent, of the market value of the structure only (not of the structure and land value combined) before the improvement or repair is started then the work shall be considered as substantial improvement. If the structure has sustained substantial damage, any repairs are considered substantial improvements regardless of the actual repair work performed. For Substantial Damage, refer to **Section 12-D.050 A.2. Substantial Damage**. The term does not, however, include either:

1. Any project for improvement of a building required to correct existing health, sanitary, or safety code violations identified by the building official and that are the minimum necessary to assure safe living conditions.
2. Any alteration of a historic structure provided that the alteration will not preclude the structure's continued designation as a historic structure.

A.2. Substantial Damage. Substantial damage means damage of any origin sustained by a structure whereby the cost of restoring the structure to its pre-damaged condition would equal or exceed 50 percent of the market value of the structure only, before the damage occurred. This term also applies to structures which have incurred any damage that equals or exceeds 50 percent of the structure's market value regardless of the actual repair work performed. When a structure or building has been determined as substantially damaged, any work or repair on said structure or building will be considered as substantial improvement and will be required to meet the development requirements set forth within this chapter for substantial improvement.

A.3. Substantial Improvement and Substantial Damage Determination. For applications for building permits to improve buildings and structures, including alterations, movement, enlargement, replacement, repair, change of occupancy, additions, rehabilitations, renovations, and any other improvement of or work on such buildings and structures, the Floodplain Administrator, in coordination with the applicable community officials and staff, shall:

1. Estimate the market value or require the applicant to obtain an appraisal of the market value prepared by a qualified independent appraiser, of the building or structure only, not of land and building, before the start of construction of the proposed work. In the case of repair, the market value of the building or structure shall be the market value before the damage occurred and before any repairs are made.
2. Compare the cost to perform the improvement, the cost to repair a damaged building to its pre-damaged condition, or the combined costs of improvements and repairs, if applicable, to the market value of the building or structure.
3. Determine and document whether the proposed work constitutes substantial improvement or repair of substantial damage; the determination requires evaluation of previous permits issued for improvements and repairs as specified in **Section 12-D.050 A.1. Substantial Improvement;** and if elected
4. Utilize FEMA's Substantial Improvement/Substantial Desk Reference when making any determination on Substantial Improvement and/or Substantial Damage.
5. The substantial improvement regulations apply to all of the work that is proposed

as the improvement, even if multiple permits are issued. Therefore, the determination of the cost of the improvement should consider all costs of all phases of the work before issuance of the first permit.

6. Notify the applicant that if it is determined that the work constitutes substantial improvement or repair of substantial damage and that compliance with the flood, this chapter is required.

B. Specific Standards. In all SFHAs, the following provisions are required:

B.1. Residential Construction for Zones A1-30, A, AE. New construction and substantial improvement of any residential structure shall have the lowest floor (including basement) elevated to one foot above the BFE. If a freeboard option is noted, new construction and substantial improvement shall have the lowest floor (including basement) elevated to the freeboard elevation. A registered professional engineer, architect, or land surveyor shall submit certified elevations to the Floodplain Administrator that the standards of this chapter are satisfied.

B.2. Nonresidential Construction for Zones A1-30, A, and AE. New construction and substantial improvements of any commercial, industrial, or other nonresidential structure shall either have the lowest floor (including basement) elevated to one foot above the base flood elevation or together with attendant utility and sanitary facilities, be designed so that below the base flood elevation the structure is watertight with walls substantially impermeable to the passage of water and with structural components having the capability of resisting hydrostatic and hydrodynamic loads and effects of buoyancy. A registered professional engineer or architect shall develop and/or review structural design, specifications, and plans for the construction, and shall certify that the design and methods of construction are in accordance with accepted standards of practice as outlined in this subsection. A record of such certification that includes the specific elevation (in relation to mean sea level) to which such structures are floodproofed shall be maintained by the Floodplain Administrator. If the use or occupancy of the building changes in the future to residential, then the dry floodproofing of the structure cannot be used when determining compliance of the structure to the residential construction of this chapter, **Section 12-D.050 B.1. Residential Construction**. As such, the building will not be grandfathered into compliance and will be required to be brought into compliance with the residential construction requirements of this chapter.

B.3. Enclosures for Zones A1-30, A, and AE. New construction and substantial improvements, with fully enclosed areas below the lowest floor that are to be used solely for parking of vehicles, building access, or storage in an area other than a basement, and are subject to flooding shall be designed to automatically equalize hydrostatic flood forces on exterior walls by allowing for the entry and exit of floodwaters. Designs for meeting this requirement must either be certified by a registered professional engineer or architect, or must meet or exceed the following minimum criteria:

1. A minimum of two openings having a total net area of not less than 1 square inch for every square foot of enclosed area subject to flooding shall be provided.
2. The bottom of all openings shall be no higher than 1 foot above grade.
3. Openings may be equipped with screens, louvers, valves, or other coverings or devices provided that they permit the automatic entry and exit of floodwaters.

The development and construction of the structure must conform with the provision in FEMA/Federal Insurance Administration (FIA)-Technical Bulletins 1 and 2. Certification and documentation from a professional, licensed engineer or architect is required if the structure's lowest floor is built below the BFE.

B.4. Crawlspace for Zones A1-30, A, and AE. New construction and substantial improvements built on a crawlspace or sub-grade (below grade) crawlspace may be permitted if the development is designed and meets or exceeds the standards found in FEMA's Technical Bulletins 1, 2, and 11, which include but are not limited to the following:

1. The structure must be affixed to a permanent foundation, designed and adequately anchored to resist flotation, collapse, and lateral movement of the structure resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy. Because of hydrodynamic loads, crawlspace construction is not allowed in areas with flood velocities greater than 5 feet per second unless the design is reviewed by a qualified design professional, such as a registered architect or professional engineer.

2. The crawlspace is an enclosed area below the BFE and, as such, must have openings that equalize hydrostatic pressures by allowing the automatic entry and exit of floodwaters. The bottom of each flood vent opening can be no more than 1 foot above the LAG.
3. The crawlspace enclosure must have proper openings that allow equalization of hydrostatic pressure by allowing automatic entry and exit of floodwaters. To achieve this, a minimum of 1 square inch of flood opening is required per 1 square foot of the enclosed area subject to flooding.
4. Portions of the building below the BFE must be constructed with materials resistant to flood damage. This includes not only the foundation walls of the crawlspace used to elevate the building, but also any joists, insulation, piers, or other materials that extend below the BFE. Ductwork, in particular, must either be placed above the BFE or sealed from floodwaters.
5. Any building utility systems within the crawlspace must be elevated above the BFE or designed so that floodwaters cannot enter or accumulate within the system components during flood conditions.
6. The interior grade of a crawlspace below the BFE must not be more than 2 feet below the LAG.
7. The height of the below-grade crawlspace, measured from the lowest interior grade of the crawlspace floor to the bottom of the floor joist of the next higher floor cannot exceed 4 feet at any point.
8. There must be an adequate drainage system that removes floodwaters from the interior area of the crawlspace. The enclosed area should be drained within a reasonable time after a flood event.
9. Buildings with below-grade crawlspaces will have higher flood insurance premiums than buildings that have the preferred crawlspace construction, with the interior elevation at or above the LAG.

B.5. Manufactured Homes.

1. Require that all manufactured homes to be placed within Zone A on a community's FHBM or FIRM shall be installed using methods and practices that minimize flood damage. For the purposes of this requirement, manufactured homes must be elevated and anchored to resist flotation, collapse, or lateral movement. Methods of anchoring may include, but are not limited to, use of over-the-top or frame ties to ground anchors. This requirement is in addition to applicable State and local anchoring requirements for resisting wind forces.
2. Require that manufactured homes that are placed or substantially improved within Zones A1-30, AH, AE, V and VE on the community's FIRM on sites
   a. outside of a manufactured home park or subdivision;
   b. in a new manufactured home park or subdivision;
   c. in an expansion to an existing manufactured home park or subdivision;
   d. or in an existing manufactured home park or subdivision on which a manufactured home has incurred "substantial damage" as a result of a flood, be elevated on a permanent foundation such that the lowest floor of the manufactured home is elevated to one foot above the BFE, and be securely anchored to an adequately anchored foundation system to resist flotation, collapse, and lateral movement.
3. In A-1-30, AH, AO, AE, V and VE Zones, require that manufactured homes to be placed or substantially improved in an existing manufactured home park to be elevated so that.
   a. the lowest floor at one foot above the BFE;
   b. or the chassis is supported by reinforced piers no less than 36 inches in height above grade and securely anchored.

B.6. Recreational Vehicles. Recreational Vehicle Standards

In A-1-30, AH, AO, AE, V and VE Zones, Recreational Vehicles, must either:

1. Be on the site for fewer than 180 consecutive days;
2. Be fully licensed and ready for highway use, on its wheels or jacking system, attached to the site only by quick disconnect type utilities and security

devices, and have no permanently attached structures or addition, or

3. The recreational vehicle must meet all the requirements for ARTICLE IV, SECTION D PERMIT PROCEDURES, including the anchoring and elevation requirements of "manufactured homes" of this chapter.

C. Standards for Subdivision Proposals. All proposals for the development of subdivisions including the placement of manufactured home parks and subdivisions shall meet Development Permit requirements of this chapter to minimize flood damage.

1. All subdivision preliminary plats/development plans shall include the mapped flood hazard zones from the effective FIRM.
2. BFE data shall be generated for subdivision proposals and other proposed development, including the placement of manufactured home parks and subdivisions, which is greater than 50 lots or 5 acres, or whichever is lesser.
3. All subdivision proposals including the placement of manufactured home parks and subdivisions shall have adequate drainage provided to reduce exposure to flood hazards.
4. All subdivision proposals including the placement of manufactured home parks and subdivisions shall have public utilities and facilities such as sewer, gas, electrical and water systems located and constructed to minimize or eliminate flood damage.

D. Standards for Areas of Shallow Flooding (Zone AO/AH)

Located within the SFHAs established in **Section 12-D.030 A. Lands to Which this Section Applies**, are areas designated as shallow flooding. These areas have special flood hazards associated with base flood depths of 1 to 3 feet, where a clearly defined channel does not exist and where the path of flooding is unpredictable, and where velocity flow may be evident. Such flooding is characterized by ponding or sheet flow; therefore, the following provisions apply:

1. All new construction and substantial improvements of residential structures have the lowest floor (including basement) elevated above the highest adjacent grade at least as high as the depth number specified in feet on the community's FIRM (at least 2 feet if no depth number is specified). If a BFE is given rather than a depth number, the lowest floor (including basement) shall be elevated above the BFE specified on the community's FIRM.
2. All new construction and substantial improvements of non-residential structures:
   a. Have the lowest floor (including basement) elevated above the highest adjacent grade at least as high as the depth number specified in feet on the community's FIRM (at least 2 feet if no depth number is specified). If a BFE is given rather than a depth number, the lowest floor (including basement) shall be elevated above the BFE specified on the community's FIRM; or
   b. Together with attendant utility and sanitary facilities be designed so that below the base flood elevation the structure is watertight with walls substantially impermeable to the passage of water and with structural components having the capability of resisting hydrostatic and hydrodynamic loads of effects of buoyancy.
3. A registered professional engineer or architect shall submit a certification to the Floodplain Administrator that the standards of this chapter are satisfied.
4. Require within Zones AH or AO adequate drainage paths around structures on slopes, to guide flood waters around and away from proposed structures.

E. Floodways (Zone AE) Floodways located within SFHAs are extremely hazardous areas due to the velocity of flood waters that carry debris, potential projectiles, and erosion potential, the following provisions shall apply:

1. Designate a regulatory floodway that will not increase the base flood elevation more than 1 foot.
2. Encroachments are prohibited, including fill, new construction, substantial improvements and other development within the adopted regulatory floodway *unless* it has been demonstrated through hydrologic and hydraulic analyses performed in accordance with standard

engineering practice that the proposed encroachment would not result in any increase greater than 0.00 feet, unless higher standard option selected, in flood levels within the community during the occurrence of the base flood discharge.

3. All new construction and substantial improvements shall comply with all applicable flood hazard reduction provisions of Article V in this chapter.
4. Under the provisions of 44 CFR Chapter 1, Section 65.12, of the NFIP Regulations, a community may permit encroachments within the adopted regulatory floodway that would result in an increase in BFEs, provided that the community first applies for a conditional FIRM and floodway revision through FEMA.

F. Coastal High Hazard Area (Zone V and/or VE)
Coastal High Hazard Areas are SFHA established in **Section 12-D.030 General Provisions A. Lands to Which This Section Applies**, are areas that have special flood hazards associated with high velocity waters from storm surges or seismic activity and, therefore, all new construction and substantial improvements shall meet the following provisions in addition to the all provisions of Article V, Sections A, B and C:

1. Obtain the elevation (in relation to mean sea level) of the bottom of the lowest horizontal structural member of the lowest floor (excluding pilings and columns) of all new and substantially improved structures, and whether or not such structures contain a basement, and maintain a record of all such information.
2. Provide that all new construction and substantial improvements within Zones V1–30, VE, and V on the community's FIRM is located landward of the reach of mean high tide;
3. All new construction and substantial improvements shall be elevated so that the bottom of the lowest horizontal structural member of the lowest floor (excluding pilings or columns) is elevated to one foot above the base flood elevation. Floodproofing shall not be utilized on any structures in Coastal High Hazard Areas to satisfy the regulatory flood protection elevation requirements. A registered professional engineer or architect shall develop or review the structural design, specifications and plans for the construction, and shall certify that the design and methods of construction to be used are in accordance with accepted standards of practice for meeting the provisions of Article V Section F.
4. All new construction and substantial improvements shall have the space below the bottom of the lowest horizontal structural member of the lowest floor either be free of obstruction or constructed with breakaway walls, open wood latticework or insect screening, provided they are not part of the structural support of the building and are designed so as to breakaway, under abnormally high tides or wave action without causing damage to the elevated portion of the building or supporting foundation system or otherwise jeopardizing the structural integrity of the building. The following design specifications shall be met:
   a. Breakaway walls shall meet the following design specifications:
      i. Design safe loading resistance shall be not less than 10 nor more than 20 pounds per square foot; or
      ii. Breakaway walls that exceed a design safe loading resistance of 20 pounds per square foot (either by design or when so required by State or local codes) shall be certified by a registered professional engineer or architect that the breakaway wall will collapse from a water load less than that which would occur during the base flood event, and the elevated portion of the building and supporting foundation system shall not be subject to collapse, displacement, or other structural damage due to the effects of wind and water loads acting simultaneously on all building components (structural and non-structural). The water loading values used shall be those associated with the base flood. The wind loading values used shall be those required by the Utah State Building Code.
   b. All new construction and substantial improvements shall be securely

anchored to pile or column foundations. All pilings and columns and the structure attached thereto shall be anchored to resist flotation, collapse, and lateral movement due to the effect of wind and water loads acting simultaneously on all building components. A registered professional engineer or architect shall develop or review the structural design, specifications and plans for the construction, and shall certify that the design and methods of construction to be used are in accordance with accepted standards of practice for meeting the provisions of Article V Section F.

i. Water loading values used shall be those associated with the base flood plus one foot of freeboard.
ii. Wind loading values used shall be those required by the current edition of the Utah State Building Code.

5. Prohibit the use of fill for structural support of buildings within Zones V1–30, VE, and V on the community's FIRM
6. Prohibit man-made alteration of sand dunes and mangrove stands within Zones V1–30, VE, and V on the community's FIRM which would increase potential flood damage.

F.1. Elevated Buildings. Fully enclosed areas, of new construction and substantially improved structures, which are below the lowest floor or below the lowest horizontal structural member in V/VE zones shall meet all Article V Section: B.3 and:

1. Shall not be designed or used for human habitation, but shall only be used for parking of vehicles, building access, or limited storage of maintenance equipment used in connection with the premises. Access to the enclosed area shall be the minimum necessary to allow for parking of vehicles (garage door) or limited storage of maintenance equipment (standard exterior door), or entry to the living area (stairway or elevator). The interior portion of such enclosed area shall not be finished or partitioned into separate rooms, except to enclose storage areas;
2. Shall be constructed entirely of flood resistant materials at least to the Regulatory Base Flood Elevation. Masonry or wood underpinning, regardless of structural status, is considered an enclosure and requires flood opening as outlined above.

LEHI CITY

ORDINANCE NO: 10-2026

AN ORDINANCE AMENDING THE LEHI CITY DEVELOPMENT CODE CHAPTER 12

WHEREAS, it has become necessary to amend Chapter 12 of the Lehi City Development Code; and

WHEREAS, this amendment seeks to add Chapter 12-D and establish flood damage prevention standards as required by FEMA; and

WHEREAS, following a public hearing on February 26, 2026, the Lehi City Planning Commission reviewed the proposed revisions and forwarded a positive recommendation to the City Council; and

WHEREAS, on March 24, 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 February 26, 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-D of the Lehi City Development Code should be created; 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-D of the Lehi City Development Code is hereby created.

PART II:

A. If a provision of this Ordinance 10-2026 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 24th day of March, 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: 2

City Council Agenda Item Report

Meeting Date: March 24, 2026
Submitted By: Katie Bussell
Submitting Department: Planning Division
Item Type: Ordinance
Agenda Section: Regular Agenda

Subject:
Consideration of Ordinance #11-2026, approving a Development Code Amendment to Chapter 37, removing the exception for the maximum setback if there is a module of parking allowed.

Suggested Action:

Attachments:

Chapt 37 CC Packet.pdf

Ord 11-2026.docx

CHAPTER 37 DEVELOPMENT CODE AMENDMENT

CITY COUNCIL REPORT

Applicant	Lehi City
Meeting Date	March 24, 2026
Requested Action/Purpose	Approval of a proposed amendment to the Lehi City Development Code
Date of DRC Review	February 11, 2026
Date of Planning Commission Review	February 26, 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 is proposing a Development Code amendment to Chapter 37. This code amendment is to simplify some of the requirements of the Design Standards and eliminate conflicting requirements.

The State Highway Design Standard District and the General Nonresidential Design Standard District allows for a module of parking between the building and the street for certain uses. These districts also require that the maximum setback from the property line to the building be 50-feet. It is very rare that a building with one module of parking can maintain a maximum setback of 50-feet. It seems unnecessary to require an exception from the Planning Commission for a regulation that essentially becomes obsolete when another regulation is applied. Furthermore, there is language in these design standards that calls back to other sections that are not relevant. This amendment removes those sections and states that the maximum setback does not apply if a module of parking is allowed between the building and the street.

There were no comments from the DRC.

POSSIBLE MOTIONS AND FINDINGS

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

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

PLANNING COMMISSION RECOMMENDATION

The Planning Commission reviewed the proposed amendment on February 26, 2026. The minutes and motion from this meeting are as follows:

3.5) Public hearing and recommendation of Lehi City's request for review of a Development code Amendment to Chapter 37, removing the exception for the maximum setback if there is a module of parking allowed.

Jacob Curtis presented the item. This is in response to a recent item that came before the Commission for approval. This will simplify design requirements and eliminate conflicting design standards.

Commissioner Eyre asked if this would eliminate all limitations on maximum setback. Curtis explained that only one module is allowed, and that the dimensions of a parking module are outlined in code so there will still be limits. Struthers explained that it would allow approximately 62 feet of setback. Commissioner Eyre is concerned about not setting a maximum limit.

Commissioner Su'a-Filo asked what surrounding cities have in place for this kind of regulation. Struthers explained that there is a spectrum across codes. Some cities rarely allow parking in front of buildings.

Commissioner Roberts likes the idea of maintaining a maximum setback in code. There was general agreement.

Commissioner Eyre opened and closed public comment.

> **Motion:** Commissioner Roberts moved to recommend approval to the Lehi City Council with the recommendation that a maximum setback of 85 feet be included, with the findings that it fits with the purpose, intent, and provisions of the development code. He included all DRC comments.

Commissioner Jones requested that staff be the recommenders for maximum setbacks.

> **Amended Motion:** Commissioner Roberts moved to recommend approval to the Lehi City Council with the recommendation that a maximum setback to be determined by city staff, with the findings that the amendment fits with the purpose, intent, and provisions of the Development Code. He included all DRC comments. Commissioner Jones seconded.
>
> **Vote:** Commissioner Jones, yes. Commissioner Gehman, yes. Commissioner Eyre, yes. Commissioner Su'a-Filo, yes. Commissioner Roberts, yes.
>
> Motion passed unanimously.

Chapter 37 Development Code Amendment
DRC Redline Comments

Lehi City- requests review of a Development Code Amendment to Chapter 37, removing the exception for the maximum setback if there is a module of parking allowed.

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: 01/29/26
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: No comments.

THIS ITEM WILL BE SCHEDULED FOR PLANNING COMMISSIN ON FEBRUARY 26TH.

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.

Planning Division
153 North 100 East
Lehi, UT 84043
385-201-1030

January 29, 2026

Narrative – Chapter 37 Development Code Amendment

The Planning Division is proposing a Development Code Amendment to Chapter 37 of the Development Code. Specifically, we are proposing to change the exception requirement for the maximum setback when a module of parking is allowed.

Currently, the State Highway Design Standard District and the General Nonresidential Design Standard District allows for a module of parking between the building and the street for certain uses. However, the maximum setback in both of these districts is 50-feet, and exceeding the maximum setback requires an exception from the Planning Commission. In very few cases can a building that has a module of parking have a setback that is under 50-feet, so it seems conflicting to require an applicant to ask for an exception to the code when we allow a module of parking. This amendment also cleans up language that calls to other sections of the code that are not relevant to this exception.

The Planning Division believes this will help streamline the Development Code while also removing conflicting requirements. Please contact the Planning Division if you have any questions.

Thank you,

Katie Bussell, AICP
Planner 2

i. Setbacks:

1. Buildings shall provide a sufficient setback to allow for a public utility easement to be placed along the frontage of the property. Public utility easements may be placed along the back side of a proposed building as approved by the Reviewing Departments. No permanent structures shall be allowed within the public utility easement. Additional setbacks from public utility easements may be required by the Reviewing Departments to ensure proper clearances are met from building footings to utility lines.

2. A maximum setback of 50 feet shall be allowed from a building to a city street for all uses unless a module of parking is allowed. ~~otherwise allowed in Section 37.010.B.5.c.2 and Section 37.010.B.5.c.3.~~

3. A minimum setback of 30 feet shall be required from a building, necessary drive aisles for loading docks, and drive-thrus to the property line of the Redwood Road, 2100 North, I-15, and Pioneer Crossing corridors.

ii. Massing:

1. Buildings shall be designed with articulations in each facade. Facade articulations are typically included at building entrances, hierarchal building features, and to breakup long sections of wall area. Box-like or single, monolithic forms that are not relieved by variations in massing or articulation shall not be allowed (see Figures 80 and 81).

2. Buildings shall be designed with roofline variations in each facade over 50 feet in width (see Figures 78 and 79).



Figure 78 – Inappropriate example of a building with no articulations or roof line variations.



Figure 79. Appropriate example of a building including facade articulations and roof line variations.

3. Buildings adjacent to residential areas shall reduce the perceived scale of the building through breaking up buildings into smaller individual buildings, setback upper floors, dividing building mass into smaller scale components, or a significant change in the wall plane (see Figures 80 and 81).

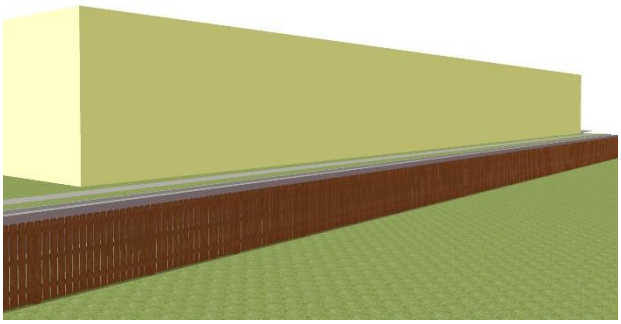


Figure 80 – Inappropriate example of a long unbroken wall plane adjacent to a residential area.

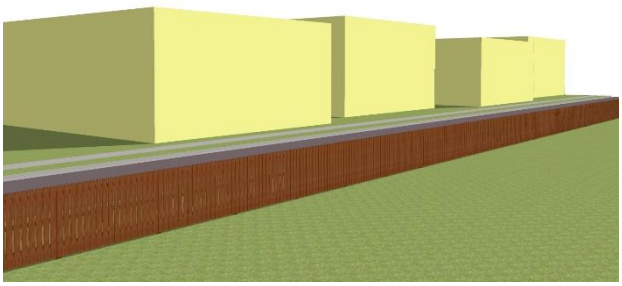


Figure 81 – Appropriate example of a broken wall plane adjacent to a residential area.

iii. Setbacks:

1. Buildings shall provide a sufficient setback to allow for a public utility easement to be placed along the frontage of the property. Public utility easements may be placed along the back side of a proposed building as approved by the Reviewing Departments. No permanent structures shall be allowed within the public utility easement. Additional setbacks from public utility easements may be required by the Reviewing Departments to ensure proper clearances are met from building footings to utility lines.

2. A maximum setback of 50 feet shall be allowed from a building to a city street for all uses unless a module of parking is allowed. ~~otherwise allowed in Section 37.010.B.5.c.2 and Section 37.010.B.5.c.3.~~

3. The maximum setback may be increased to accommodate existing mainline utilities, grade changes over 20 percent, existing buildings, or other hardship that is not self-imposed to the property.

4. A minimum setback of 30 feet shall be required from a building, necessary drive aisles for loading docks, and drive-thrus to the property line of the 2100 North, Pioneer Crossing, I-15, and SR-92 corridors.

iv. Massing:

1. Buildings shall be designed with articulations in each facade. Facade articulations are typically included at building entrances, hierarchal building features, and to breakup long sections of wall area. Box-like or single, monolithic forms that are not relieved by variations in massing or articulation shall not be allowed (see Figures 119 and 120).

2. Buildings shall be designed with roofline variations in each facade over 50 feet in width (see Figures 119 and 120).



Figure 119 – Inappropriate example of a building with no articulations or roof line variations.



Figure 120 – Appropriate example of a building including facade articulations and roof line variations.

3. Buildings adjacent to residential areas shall reduce the perceived scale of the building through breaking up buildings into smaller individual buildings, setback upper floors, dividing building mass into smaller scale components, or a significant change in the wall plane (see Figures 121 and 122).

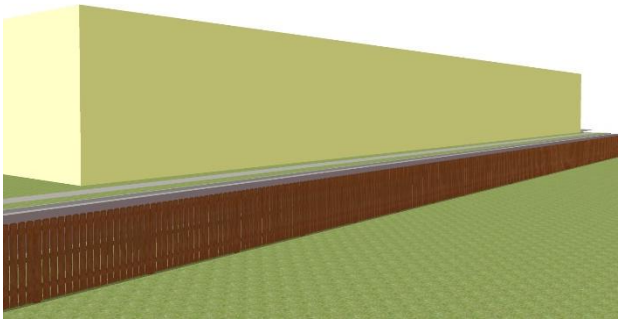


Figure 121 – Inappropriate example of a long unbroken wall plane adjacent to a residential area.

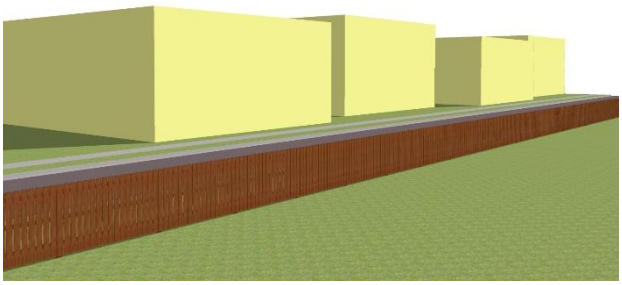


Figure 122 – Appropriate example of a broken wall plane adjacent to a residential area.

ORDINANCE NO: 11-2026

AN ORDINANCE AMENDING THE LEHI CITY DEVELOPMENT CODE CHAPTER 37

WHEREAS, it has become necessary to amend Chapter 37 of the Lehi City Development Code; and

WHEREAS, this amendment seeks to remove the requirement that the maximum setback from the property line to be 50-feet in the State Highway and General Nonresidential Design Standard Districts if a module of parking is allowed between the building and the street; and

WHEREAS, following a public hearing on February 26, 2026, the Lehi City Planning Commission reviewed the proposed revisions and forwarded a positive recommendation to the City Council; and

WHEREAS, on March 24, 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 February 26, 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 37 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 37 of the Lehi City Development Code is hereby amended.

PART II:

A. If a provision of this Ordinance 11-2026 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 24th day of March, 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: 3

City Council Agenda Item Report

Meeting Date: March 24, 2026
Submitted By: Brittney Harris
Submitting Department: Planning Division
Item Type: Ordinance
Agenda Section: Regular Agenda

Subject:
Consideration of Ordinance #12-2026, approving the Vivian Estates Phase 5 Zone Change on 11.58 acres located at approximately 2125 North 600 East, changing the zoning from TH-5 (transitional holding) to RA-1 (residential/agriculture).

Suggested Action:

Attachments:

Vivian Estates Phase 5 Zone Change 03.24.26.pdf

Ord 12-2026.docx

VIVIAN ESTATES PHASE 5 ZONE CHANGE

CITY COUNCIL REPORT

Applicant	JDH Development		
Meeting Date	March 24, 2026		
Requested Action/Purpose	Approval of a proposed zone change		
Decision Type	Legislative		
Location	Approximately 2125 North 600 East		
Acreage	11.58 acres		
Existing Zoning	TH-5 (transitional holding)		
Existing General Plan Land Use Designation	VLDR (very low density residential) and ESA (environmentally sensitive area)		
Proposed Zoning Designation	RA-1 (half acre lots)		
Existing Land Use	Undeveloped		
Adjacent Zoning and Land Use	*North*	RA-1	Previous phases of Vivian Estates
	South	PF	Family Park
	East	PF	Family Park
	West	RA-1	Previous phases of Vivian Estates
Date of DRC Review	February 11, 2026		
Date of Planning Commission Review	February 26, 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

GOAL: ENVIRONMENT Create a built environment that pays special attention to the natural environment and its limited resources, natural hazards, and unique geography.

Strategy 1 Locate lowest-density or lowest-intensity land use designations adjacent to environmentally sensitive areas. In addition to being unsafe and inappropriate for most development, environmentally sensitive areas, such as floodplains and wetlands, are often an important ecological resource that provides a high-quality habitat for native species. Protecting and conserving these environmentally sensitive areas may be more difficult if the area is surrounded by incompatible land uses. For instance, high-traffic roadways or developments with light pollution from homes and businesses may reduce the area's habitat quality.

PROPERTY HISTORY

March 22, 2017 Property came into the City as part of the Vivian Carter Addition.

REPORT ANALYSIS

The applicant requests approval of a proposed zone change from TH-5 to RA-1 located at approximately 2125 North 600 East. This property came into the City with Transitional Holding Zoning, meaning no water was dedicated at the time it was annexed. The applicant would now like to develop this land into future phases of Vivian Estates. This area was included in the original concept plan that was included as part of the annexation.

The proposed RA-1 zoning is consistent with the Very Low-Density Residential land use designation on this property. Lower density also makes sense in this area that is close to Dry Creek, an area that is considered more environmentally sensitive.

The Reviewing Departments had a comment regarding the water rights that will need to be dedicated as part of this zone change.

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 is consistent with the General Plan Designation of Very Low Density Residential (VLDR)
2. The proposed zone change will allow the property to develop in a similar way as what was approved conceptual with the annexation.
3. The proposed zone change will keep larger lots in environmentally sensitive areas.
4. The overall community benefit of the proposed amendment.

PLANNING COMMISSION RECOMMENDATION

The Planning Commission reviewed the proposed zone change on February 26, 2026. The minutes and motion from that meeting follow.

3.2) Public hearing and recommendation of JDH Development's request for review of the Vivian Estates Phase 5 Zone Change on 11.58 acres located at approximately 2125 North 600 East, changing the zoning from TH-5 (transitional holding) to RA-1 (residential/agriculture).

Jacob Curits presented the item. This will match the zoning to the rest of the Vivian Estates Development.

Austin Cooper was present representing JDH Development. He had no additional comments.

Commissioner Eyre opened and closed public comment.

Commissioner Su'a-Filo asked the Commission if they saw any issues with the item. All Commissioners affirmed that they saw nothing wrong with the item.

> **Motion:** Commissioner Roberts moved to give a positive recommendation to the Lehi City Council with the findings that it fits with the General plan, and that it will allow the property to develop in a similar way to its surroundings. He included all DRC comments. Commissioner Jones seconded.
>
> **Vote:** Commissioner Jones, yes. Commissioner Gehman, yes. Commissioner Eyre, yes. Commissioner Su'a-Filo, yes. Commissioner Roberts, yes.
>
> Motion passed unanimously.

Vivian Estates Phase 5 Residential Zone Change
DRC Redline Comments

JDH Development- requests review of the Vivian Estates Phase 5 Zone Change on 11.58 acres located at approximately 2125 North 600 East changing the zoning from TH-5 to RA-1.

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: Austin White
Date of Plans Reviewed: 01/27/26
Time Start: 1:51pm
Time End: 1:58pm

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 zone change ordinance must be recorded before a preliminary subdivision plat can proceed.
2. If the zone change is approved, as a condition of recording the zone change ordinance, water dedication will be required per Chapter 27 of the Development Code. The rate for the RA-1 Zone is 1.13 acre feet per acre of culinary water and 2.56 acre feet per acre of irrigation water.

THIS ITEM WILL BE SCHEDULED FOR PLANNING COMMISSION ON FEBRUARY 26th IF WE RECEIVE NOTICE ENVELOPES BY FRIDAY FEBRUARY 13th

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

FOCUS
ENGINEERING & SURVEYING

Vivian Estates Phase 5 Rezone Request

Vivian Estates Phase 5 is a residential development in Lehi, UT between 300 East and 600 East. This is the fifth and final phase of Vivian Estates, and the only remaining section of the development to be zoned TH-5. This zoning request aims to change the zoning from TH-5 to RA-1 with a minimum lot size of 15,000 sq.ft. to match the existing phases in Vivian Estates. This additional meets the terms as agreed to in the Vivian Estates Development Agreement signed in March 2017.

This zoning change matches the general plan designation of Very Low Density Residential, and will not require a general plan change.

The zoning change will not affect the character of the area. Many lots in the area are currenlty of similar size, and the lots north of this in Vivian Estates Phases 1-4 are sized with the same designation. This development will not negativley impact the neighboring properties, and additions such as the Dry Creek Trail will provide additional walking trails for residents. The road will be brought up to residential standards, and will provide safer travel through the hollow by increasing the width of the road. Many other safety concerns were addressed in the adjacent 600 East construction.

FOCUS
ENGINEERING & SURVEYING

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N

S

GRAPHIC SCALE

50 0 25 50 100 200

(IN FEET)
1 inch = 50 ft.

PROPERTY OVERVIEW

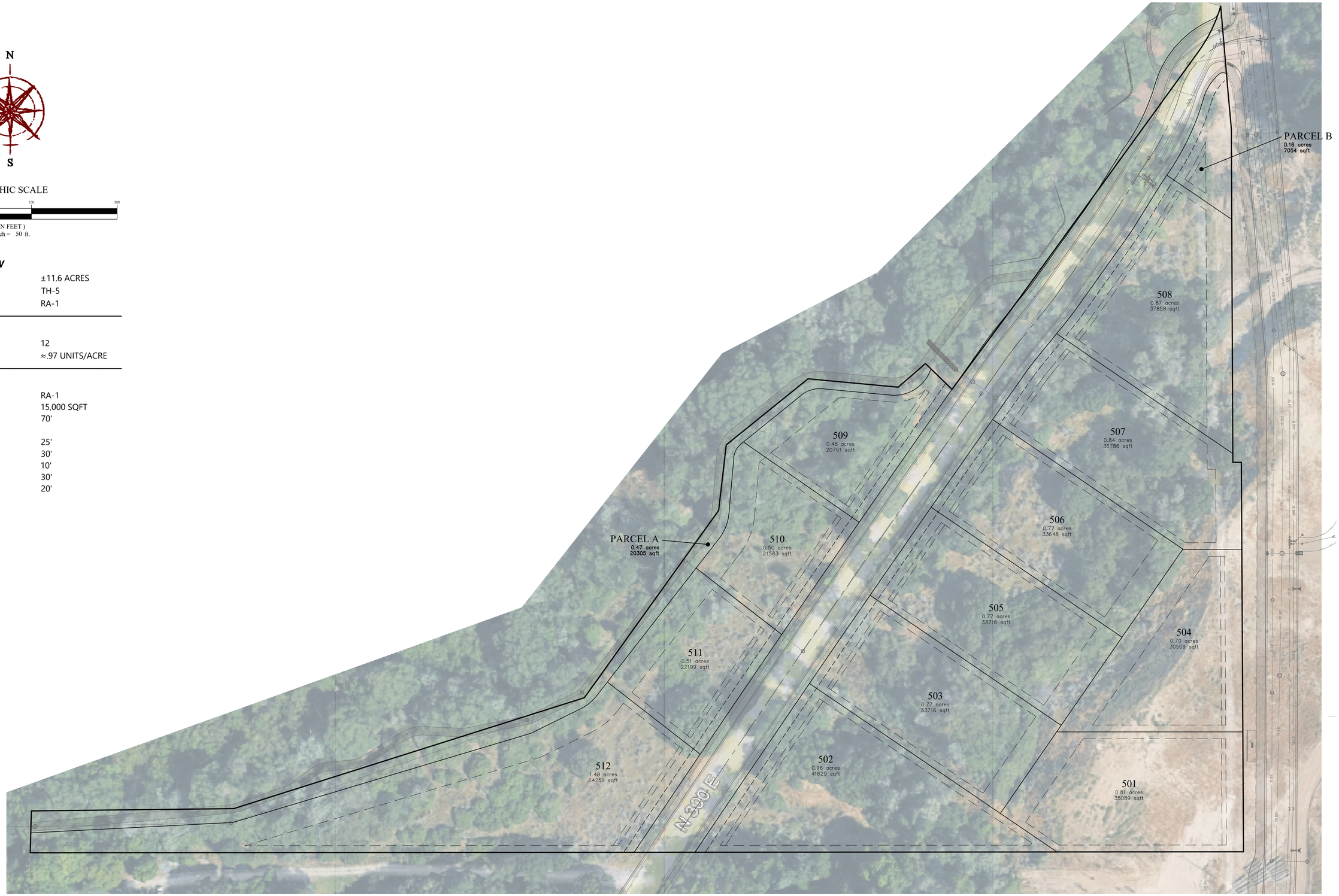
TOTAL ACREAGE	±11.6 ACRES
CURRENT ZONING	TH-5
PROPOSED ZONING	RA-1

CONCEPT DESIGN

SINGLE FAMILY LOTS	12
TOTAL DENSITY	≈.97 UNITS/ACRE

ZONE STANDARDS

ZONE	RA-1
LOT SIZE	15,000 SQFT
LOT WIDTH	70'
SETBACKS	
FRONT	25'
REAR	30'
SIDE	10'
CORNER REAR	30'
CORNER SIDE	20'

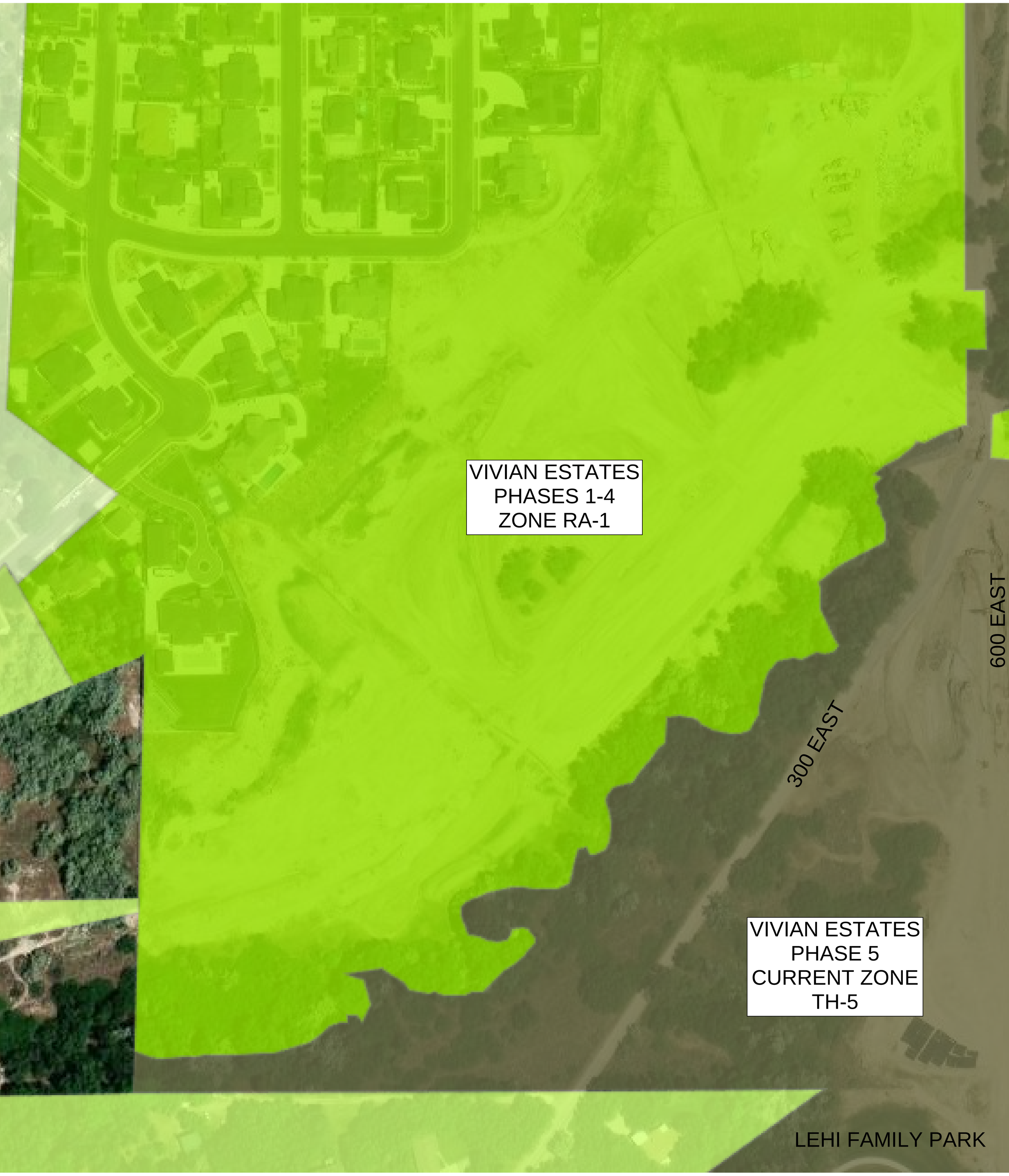


VIVIAN ESTATES PHASE 5

LEHI, UTAH COUNTY
1/27/2026
21-0574

Note: This plan is for illustrative purposes only. Boundaries may be based on parcels obtained through public GIS data. It is recommended that a survey be performed to determine actual boundary size and dimensions as well as other potential boundary conflicts.

Z:_2021\21-0574 Vivian Estates Phase 5\design 21-0574.dwg\exhibits\21-0574 Vivian Estates Phase 5 Rezone Exhibit.dwg


VIVIAN ESTATES
PHASES 1-4
ZONE RA-1
300 EAST
600 EAST
VIVIAN ESTATES
PHASE 5
CURRENT ZONE
TH-5
LEHI FAMILY PARK

LEGAL DESCRIPTION
PREPARED FOR
Vivian Estates Phase 5
LEHI CITY, UTAH
January 27, 2026
21-0574
ARS

BOUNDARY DESCRIPTION

A portion of the NW and NE 1/4 of Section 4, Township 5 South, Range 1 East, Salt Lake Base and Meridian, located in Lehi City, Utah County, Utah, being more particularly described as follows:

Beginning at a point located S89°55’58”W 33.11 feet along the Section line and S0º59’13”E 1661.01 feet from the North 1/4 Corner of Section 4, Township 5 South, Range 1 East, Salt Lake Base and Meridian; thence S04°50'33"E 99.44 feet; thence S05°12'20"E 44.31 feet; thence S00°15'05"E 389.48 feet; thence N89°57'22"E 9.94 feet; thence S00°19'12"E 454.80 feet to the Quarter Section line; thence along said Quarter Section line S89°57'27"W 1,415.75 feet; thence N01°42'00"E 48.81 feet; thence N89°20'23"E 236.06 feet; thence N72°26'29"E 429.20 feet; thence N35°36'41"E 268.91 feet; thence N06°36'04"E 77.16 feet; thence N51°04'16"E 122.72 feet; thence S84°41'20"E 105.62 feet; thence N49°07'57"E 42.13 feet; thence S45°47'38"E 43.14 feet; thence N36°31'41"E 129.94 feet; thence N35°57'08"E 357.81 feet; thence along the arc of a curve to the left with a radius of 174.00 feet a distance of 59.75 feet through a central angle of 19°40'29" Chord: N26°06'54"E 59.46 feet to the point of beginning.

Contains: 11.5793 Acres±

ENT 26879:2017 PG 1 of 10
JEFFERY SMITH
UTAH COUNTY RECORDER
2017 Mar 20 4:44 pm FEE 28.00 BY CS
RECORDED FOR LEHI CITY CORPORATION

VIVIAN CARTER
ANNEXATION AGREEMENT

THIS AGREEMENT made and entered into this____ day of_____, 20___, by and between **LEHI CITY CORPORATION,** a municipal corporation of the State of Utah and **THE UNDERSIGNED PROPERTY OWNERS,** hereinafter referred to as Owners.

WHEREAS, the Owners and Lehi City desire to annex certain property to the City of Lehi which property is described on Attachment A and incorporated by reference herein; and

WHEREAS, Owners have specifically requested that said property be annexed to the City, and the City Council having considered the matter is willing to annex the said property only upon certain conditions to be met and fulfilled by the Owners, their heirs, executors, assigns and successors in interest.

WHEREAS, it is expressly agreed and understood by and between the parties that but for the said performance by the Owners, the City of Lehi would not, under any circumstance, annex the said property within its corporate boundaries.

WHEREAS, the conditions, performances and obligations of the Owners set forth herein are expressly understood to be independent and in addition to compliance with all of the laws, ordinances, requirements and regulations of the City of Lehi; and

WHEREAS, it is further agreed that this Agreement in no way and under no circumstances infers sketch plan, preliminary plan or final plan approval of any subdivision or development, nor does it assure or represent that the Owners and/or developers have complied with all of the requirements set forth by ordinance and statute as pertains to the proposed improvement of development;

NOW THEREFORE, for and in consideration of the City of Lehi's Agreement to annex said property into the corporate limits of the City of Lehi, the Owners agree to the following:

1. This agreement shall be and is hereby expressly made binding upon all of the heirs, executors, assigns and any and all other successors in interest of the parties hereto.
2. Any improvements stated herein as required to be performed by the Owners prior to annexation shall be and are expressly understood and set forth herein as conditions precedent to annexation; and any requirement which is to be performed after annexation shall be subject to specific performance by the Owner and/or developer, and shall be considered to be a condition subsequent to the annexation and is a requirement to the continued status of the property as having a right to the services, governmental and utility of the City of Lehi.
3. It is agreed that the Owners and/or developers shall pay unto the City of Lehi at such times and places as required by the ordinance, rules and regulations existing at the time of this Agreement, or as subsequently changed by ordinance, rules of regulations, such sums as are required by the said

ordinances, rules and regulations pertaining to development of subdivisions, connections fees, impact fees, and any and all other such fees as are so made and provided.

4. The property will be zoned **RA-1 (Residential/Agriculture Zone) and TH-5 (Transitional Holding Zone).**
5. There will be a water right dedication required as a condition of recording the annexation plat because of the RA-1 zoning designation. The annexation plat shall be recorded prior to any application for development being considered other than a concept plan application. When water transfers do occur, they must comply with Exhibit B (attached). The water dedication rate for the RA-1 Zone is 1.13 acre feet per acre of culinary water and 2.56 acre feet per acre of irrigation water.
6. No water dedication will be required at the time of annexation for the area zoned TH-5, however no City water services can be used on that portion of the property with the exception of two (2) water connections in accordance with an agreement made by the City and evidenced in a letter dated September 8, 1992 attached as Exhibit C. Owner will dedicate additional water shares as portions of the TH-5 zoned property are rezoned for future development phases.
7. Owner agrees to dedicate, at no cost to the City, the area from top of bank to top of bank of the existing Dry Creek channel. Dedication of the channel area will be required concurrently with the recordation of the first subdivision plat on any portion of the property.
8. Owner shall also dedicate a 20' wide right-of-way extending along the entire southern bank of the Dry Creek channel. This right-of-way shall be used by the City for the purpose of constructing and maintaining a public walking/riding trail. All expenses associated with the construction of the trail improvements and maintenance are to be borne by the City. The exact location of the 20' trail right-of-way will be determined based on a walk-through of the southern bank of the Dry Creek channel with the Owner and the City's Planning, Parks and Engineering Staff. The City may require the location or size of the right-of-way from the southern bank to be adjusted to avoid large trees, steep banks and other obstacles that would prevent or significantly impede construction of the trail. Any adjustments to the right-of-way shall be kept to a minimum to avoid obstacles as reasonably necessary and in no case shall exceed 10'. Dedication of the trail right-of-way will be required concurrently with the recordation of the first subdivision plat on any portion of the property.
9. In exchange for the dedication of the 20' wide right-of-way mentioned above, Owners shall have "flexibility" with regard to minimum lot sizes, minimum lot widths, and minimum building setbacks. Owners' proposed concept subdivision plan for the entire property is attached to this agreement as Exhibit D and will serve as the example for the type of flexibility contemplated by Owners and the City. The minimum side yard setback shall be 8 feet on each side.
10. Owners are willing to consider the future dedication to the City of additional land located on the south

side of the Dry Creek channel, with the expectation that such dedication would be in exchange for other property located in the City on a value-for-value basis.

11. In conjunction with the future development applications for any portion of the property being annexed to the City with a TH-5 Zoning designation, Owners shall perform an environmental study by a licensed environmental engineering company to determine where flood plains, wetlands, or other sensitive natural areas exist. The FEMA 100-year flood plain boundary will be defined based on the elevations identified on the FEMA FIRM. All areas that are identified in the environmental study (or studies) as part of the 100 year FEMA flood plain or wetlands will remain zoned TH-5. No future development will be allowed in those areas. For the purposes of this item of the agreement, development is defined as any grading, filling, construction or similar disturbance of the land.
12. Certain areas on the property currently contain slopes greater than 30 percent. In accordance with the Lehi City Hillside Preservation Ordinance (Lehi Development Code Section 12-A), Owners intends to mitigate these slopes as part of the grading and development of the property for use as single family residential lots. Owners will work with a licensed geotechnical engineer to provide recommendations for the grading and mitigation of slopes that are greater than 30 percent. The recommendations shall be submitted to the City for review concurrently with Owners' preliminary plat applications for areas that contain "steep slopes" as defined by the Hillside Preservation Ordinance.
13. Owners will be required meet the requirements of the Urban Wildland Interface Code, which may require installation of home sprinkler systems for fire protection.
14. As per Utah State Code requirements, Owners agree to work with Lehi City Power to purchase and remove any existing Rocky Mountain Power services to individual customers within the annexation area and connect them to Lehi City Power as a condition subsequent of recording the annexation plat and prior to any application for development being considered. This will be at the Owners' expense, and they are required to work with the Lehi City Power Department to provide Lehi City power to the existing customers. If purchase is needed, Lehi City Power will send a request for facility transfer to Rocky Mountain Power, and all costs for the transfer will be passed on to the owner/developer.
15. At the time of development of the property, the Owners and/or Developer will be responsible to purchase, move or remove any existing Rocky Mountain Power main lines and/or facilities affected by the development.
16. As property is developed, roadway dedication may be required to accommodate master planned roads as identified on the Lehi City Master Transportation Plan. The City shall compensate Owners for such roadway dedications at fair market value of the land so dedicated.
17. As the property in the annexation is sold or developed, Owners agree to provide notification to all purchasers of the provisions of the Right to Farm chapter of the Lehi City Development Code as it

relates to agricultural uses in the area such that all subsequent property owners will be aware of the nature of the farming operations on surrounding properties and the intent to continue present agricultural operations. All individual buyers will be notified of the existing agricultural uses in the surrounding area with the following statements which will be included on the recorded subdivision plats: "This area is subject to the normal, everyday sounds, odors, sites, equipment, facilities and any other aspect associated with an agricultural lifestyle. Future residents should also recognize the risks inherent with livestock."

18. The extension of all city utility lines and services will be the responsibility of the Owners/Developer.

IN WITNESS WHEREOF, the said parties to this agreement have hereunto signed their names and day and year as written.

Bert Wilson 3-20-17
BERT WILSON, Mayor Date

ATTEST: Marilyn Banasky
MARILYN BANASKY,
City Recorder Lehi City, Utah

CORPORATE SEAL OF LEHI CITY STATE OF UTAH

JD 2-1-17
Property Owner Date

Property Owner Date

ACKNOWLEDGMENT

STATE OF UTAH
S.S.
COUNTY OF UTAH

ON THE 1 DAY OF February A.D. 2017 PERSONALLY APPEARED BEFORE ME

John D. Hadfield, THE SIGNERS OF THE FOREGOING DOCUMENT WHO DULY ACKNOWLEDGED TO ME THAT THEY DID EXECUTE THE SAME.

MY COMMISSION EXPIRES: Sept 5th, 2017 Marylou Wakamatsu
NOTARY PUBLIC (SEE SEAL)

NOTARY PUBLIC
MARYLOU WAKAMATSU
670137
COMMISSION EXPIRES
SEPTEMBER 5, 2017
STATE OF UTAH

EXHIBIT "A"

LEGAL DESCRIPTION

A portion of the NW1/4, NE1/4 & SW1/4 of Section 4, Township 5 South, Range 1 East, Salt Lake Base & Meridian, more particularly described as follows:

Beginning at a point on the current Corporate Limits of Lehi City located N89°57'27"E along the 1/4 Section line 1,255.83 feet from the West ¼ Corner of Section 4, T5S, R1E, S.L.B.& M.; thence N1°42'00"E 298.73 feet to a point on the current Corporate Limits of Lehi City; thence along said Limits the following 3 (three) courses and distances: N78°15'28"E 2.31 feet; thence N1°22'01"E 21.55 feet; thence S89°18'41"W 2.12 feet; thence N1°42'00"E 632.25 feet; thence N52°38'00"W 60.81 feet to a point on the current Corporate Limits of Lehi City; thence along said Limits the following 19 (nineteen) courses and distances: N48°29'14"E 0.17 feet; thence N52°38'00"W 233.70 feet; thence N2°45'40"E 685.60 feet; thence N3°05'51"E 820.30 feet; thence N89°49'07"E 1,522.01 feet to a point located S0°15'05"E along the ¼ Section line 9.20 feet from the North ¼ Corner of said Section 4; thence S0°15'05"E 407.87 feet; thence S0°05'35"W 53.23 feet; thence along the arc of a 500.00 foot radius curve to the right 104.18 feet through a central angle of 11°56'16" (chord: S6°03'43"W 103.99 feet); thence S12°01'52"W 68.91 feet; thence along the arc of a 500.00 foot radius curve to the left 131.28 feet through a central angle of 15°02'35" (chord: S4°30'34"W 130.90 feet); thence S3°00'44"E 557.05 feet; thence S89°59'41"E 43.74 feet; thence S0°46'27"W 6.89 feet; thence S1°46'27"W 719.86 feet; thence S33°07'24"W 14.05 feet to the 1/4 Section line; thence S0°15'05"E along the 1/4 Section line and continuing along said Corporate Limits 582.25 feet to the Center ¼ Corner of said Section 4; thence S89°57'27"W 264.21 feet; thence S54°40'23"W 40.89 feet; thence West 1,108.37 feet; thence departing said Corporate Limits N1°42'00"E 22.81 feet to the point of beginning.

Contains: 91.09+/- acres

EXHIBIT "B"

LEHI CITY
WATER RIGHT TRANSFER PROCEDURES

The procedures in this exhibit pertain to all transfers of water rights to Lehi City such as transfers related to annexations, zone changes, etc.

1. General Requirements. The water right dedication for an annexation is based on the zoning designation assigned at the time of annexation. Should the zone be changed subsequent to annexation, an adjustment will be made in order to conform to the water dedication schedule for the new zone. Acre-feet will be rounded up if the shares/water rights do not exactly match the required amount. Lehi Irrigation Company shares shall be used as the standard in determining the number of shares of water stock to be dedicated. Owner warrants good and marketable title to the Stock/Water Rights and warrants that Stock/Water Rights will be transferred free of all liens, encumbrances and security interests. Owner shall pay all debts, taxes, charges and assessments against said Stock/Water Rights existing as of the date that the Owner transfers Stock/Water Rights to Lehi City.

2. Irrigation Company Shares. If the irrigation shares can be used directly in the Lehi pressurized irrigation system, the shares shall be transferred into the name of Lehi City through the Irrigation company and the certificates delivered to Lehi City. If the irrigation company shares cannot be used directly in the Lehi pressurized irrigation system, the change application procedure in item #4 must be followed. When the change application is final, Owner must transfer the shares into the name of Lehi City through the Irrigation company and deliver the certificates to Lehi City.

3. Fee in Lieu of Future Assessments. Shares of stock in mutual irrigation companies are subject to payment of an annual fee to cover assessments levied by the irrigation company board of directors pursuant to Utah Code Annotated 16-4-4 et seq. If the city incurs pumping costs in order to use the irrigation water in the city system, then there shall be an additional assessment. In consideration for the City's additional obligation created herein for all future assessments levied by the irrigation company, Owner agrees to make a one-time payment to Lehi City equal to the most recent assessment levied against the shares being transferred to the City multiplied by 15.

4. Non-irrigation Company Shares. The Owner must prepare, submit, pay appropriate fees and receive approval from State Engineer's Office for a Joint Change of Water for said water right to be used from an existing City source for municipal use as approved by the Lehi City Engineer. (This will allow quantification and verification of the right by the State Engineer's Office.) The decision on the change application shall be considered final when the time for filing a request for reconsideration with the Utah State Engineer's office (20 days after issuance of the Utah State Engineer's decision) and the time for filing a judicial review action in the district court (30 days after the later of the issuance of the Utah State Engineer's decision or a denial of a request for reconsideration) has run and no judicial review action has been filed. When the change application is final, Owner must:

a. Prepare warranty deed to transfer title to Lehi City

b. Record deed at the Utah County Recorder's Office

c. Transfer title to Lehi City at the State Engineer's Office

d. Deliver recorded deed to Lehi City

EXHIBIT "C"

NORTHERN GATEWAY TO BEAUTIFUL UTAH VALLEY

Lehi City Corporation

ROBERT KUNZ, Public Works Director

PUBLIC WORKS DEPARTMENT
439 West 300 North • Lehi, Utah 84043
801-768-3030

SUPERVISORS
RON ANDERSON, Streets
DALE WALKER, Water and Waste Water
DON PINKHAM, Building Offical
TIM MONSON, Parks and Cemetery
GLEN CARTER, Power

September 8, 1992

Mr. Vivian Carter
Lehi, Utah 84043

Dear Mr. Carter:

It is the understanding of Lehi City Public Works that as the new water line is extended that it will be stubbed into your property. It is also our understanding that two connection fees associated with this location will be paid as part of the fees available to the County View Subdivision. At the time of your annexation to Lehi, water will be made available to you through these connections without additional cost to you for two connection fees. The cost of extending the connection to your home or for what ever use will be at your expense.

If you have any questions regarding this matter, please contact the Lehi City Public Works Office at 768-7120.

Sincerely,

Robert D. Kunz, P.E.,L.S.
Public Works Director

Guy Cash
Mayor

SERVICE IS OUR BUSINESS

Lehi City

№ 1681

Public Works Department
Certificate of Utility Connection

BE IT KNOWN BY ALL MEN THAT Vivian Carter is hereby credited with the following fees:

$ 1,000.00 toward connection fees for the Culinary Water system.
300 " " " " " " SYS. Park
$ -0- toward impact fees for the Culinary Water system.

SIGNED _____ POSITION _____

I hereby surrender this certificate in consideration of the above stated connection fee.

OWNER _____ DATE _____

(See reverse side for transfer endorsement)

Lehi City

№ 1682

Public Works Department
Certificate of Utility Connection

BE IT KNOWN BY ALL MEN THAT Vivian Carter is hereby credited with the following fees:

$ 1,000.00 toward connection fees for the Culinary Water system.
PER ERU " " " " " " SYSTEM Park
$ -0- toward impact fees for the Culinary Water system.

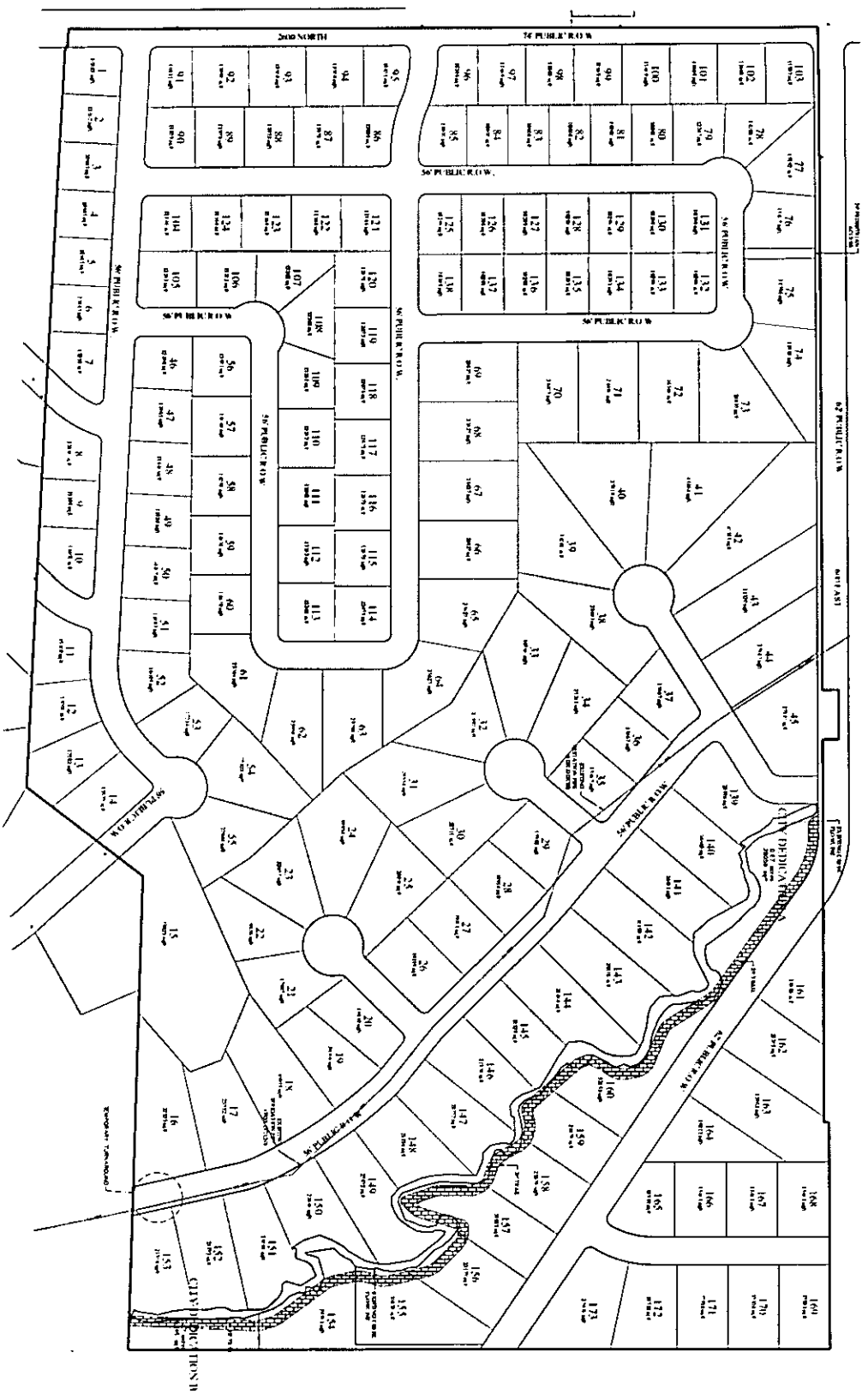
SIGNED _____ POSITION _____

I hereby surrender this certificate in consideration of the above stated connection fee.

OWNER _____ DATE _____

(See reverse side for transfer endorsement)

EXHIBIT "D"



Vivian Estates Phase 5

Aerial

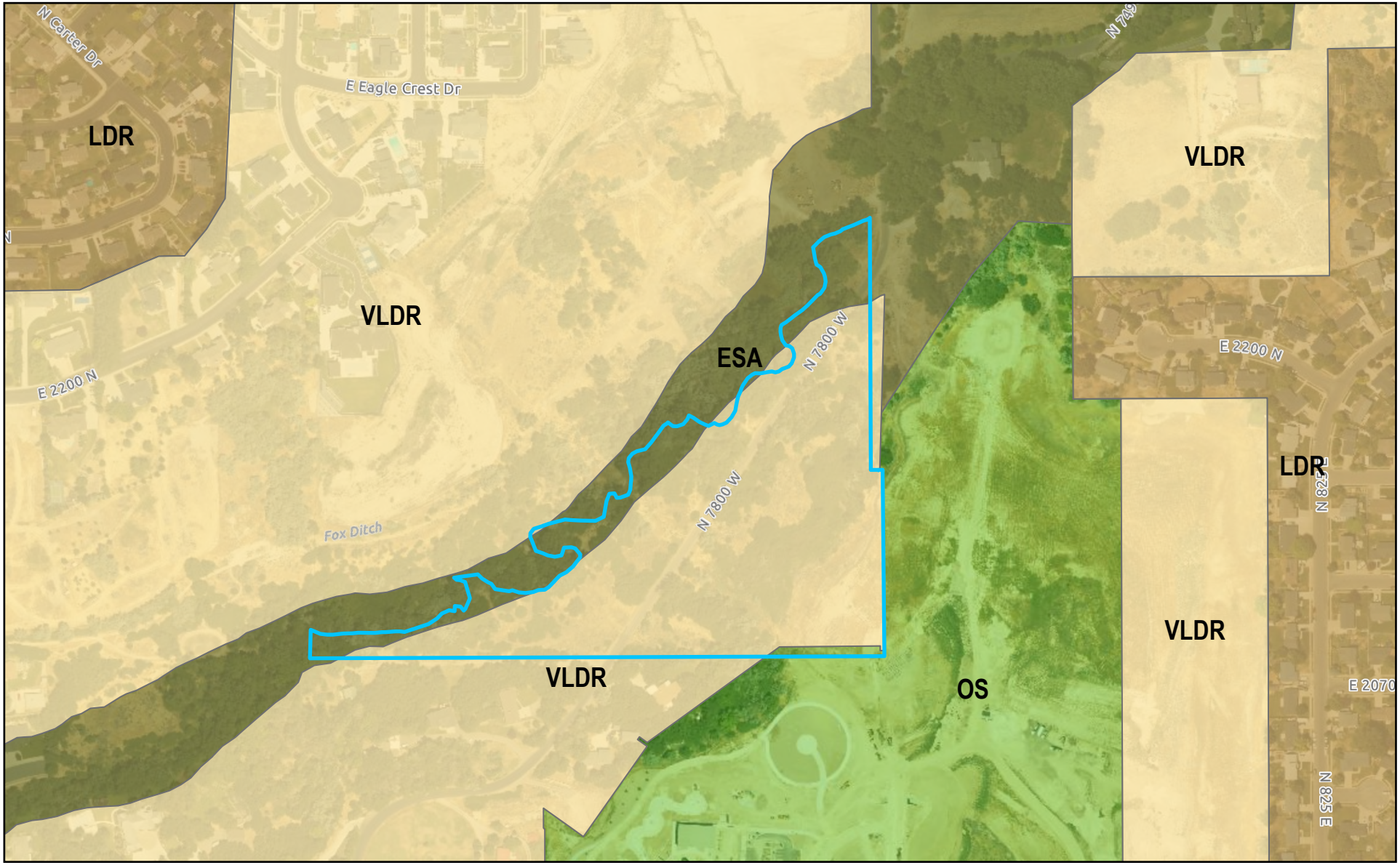


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LEHI CITY

Vivian Estates Phase 5

General Plan

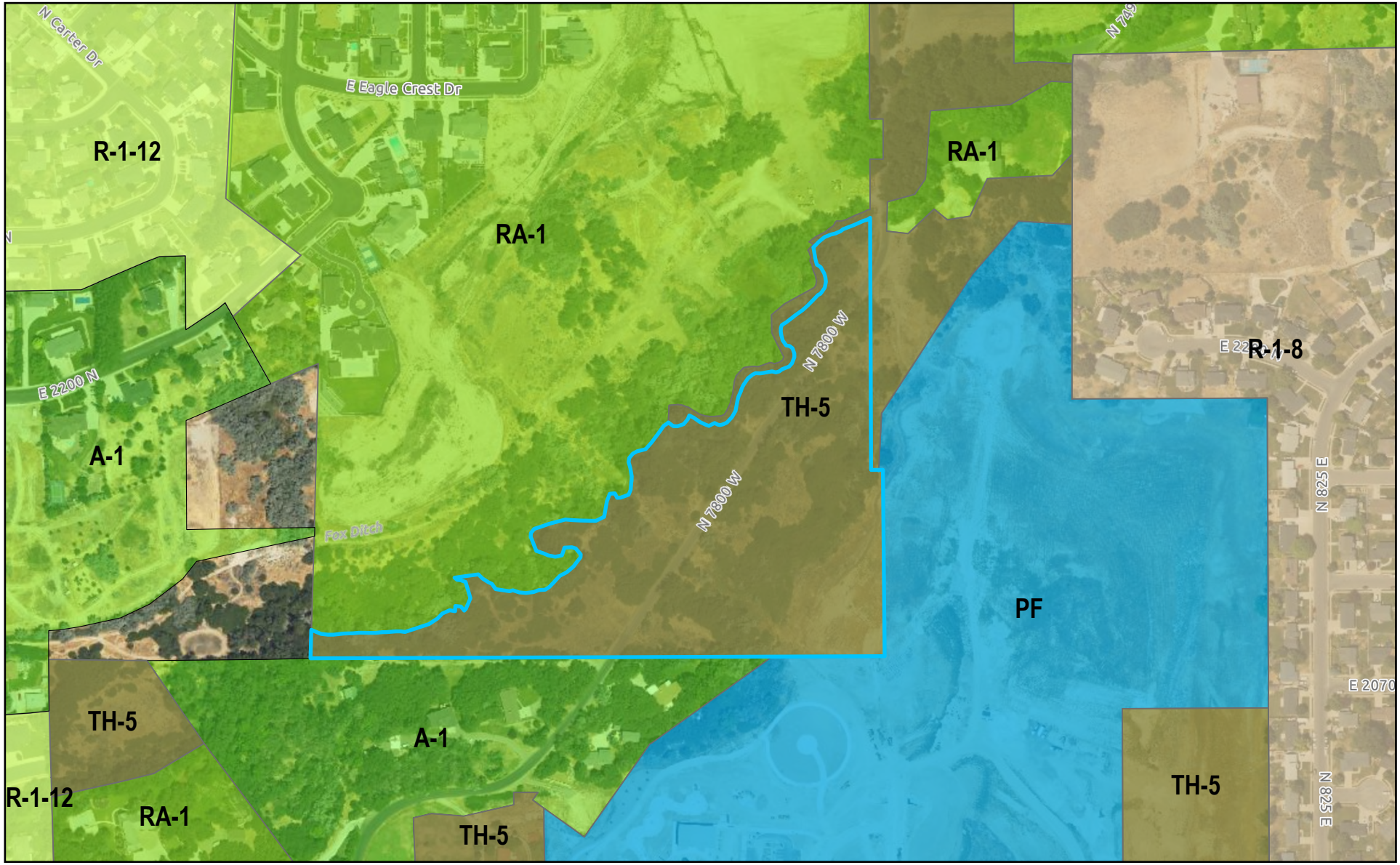


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LEHI CITY

Vivian Estates Phase 5

Zoning



0 435 870 1,740 Feet

LEHI CITY

ORDINANCE NO: 12-2026

AN ORDINANCE APPROVING A ZONE DISTRICT DESIGNATION AMENDMENT AND ZONING DISTRICT MAP AMENDMENT LOCATED AT APPROXIMATELY 2125 NORTH 600 EAST

WHEREAS, JDH Development, applicant for property located at approximately 2125 North 600 East 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 RA-1; and

WHEREAS, following a public hearing on February 26, 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 March 24, 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 February 26, 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 RA-1.

PART II:

A. If a provision of this Ordinance 12-2026 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 24th day of March 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”

VIVIAN ESTATES PHASE 5 ZONE CHANGE

A portion of the NW and NE 1/4 of Section 4, Township 5 South, Range 1 East, Salt Lake Base and Meridian, located in Lehi City, Utah County, Utah, being more particularly described as follows:
Beginning at a point located S89°55’58”W 33.11 feet along the Section line and S0º59’13”E 1661.01 feet from the North 1/4 Corner of Section 4, Township 5 South, Range 1 East, Salt Lake Base and Meridian; thence S04°50'33"E 99.44 feet; thence S05°12'20"E 44.31 feet; thence S00°15'05"E 389.48 feet; thence N89°57'22"E 9.94 feet; thence S00°19'12"E 454.80 feet to the Quarter Section line; thence along said Quarter Section line S89°57'27"W 1,415.75 feet; thence N01°42'00"E 48.81 feet; thence N89°20'23"E 236.06 feet; thence N72°26'29"E 429.20 feet; thence N35°36'41"E 268.91 feet; thence N06°36'04"E 77.16 feet; thence N51°04'16"E 122.72 feet; thence S84°41'20"E 105.62 feet; thence N49°07'57"E 42.13 feet; thence S45°47'38"E 43.14 feet; thence N36°31'41"E 129.94 feet; thence N35°57'08"E 357.81 feet; thence along the arc of a curve to the left with a radius of 174.00 feet a distance of 59.75 feet through a central angle of 19°40'29" Chord: N26°06'54"E 59.46 feet to the point of beginning.
Contains: 11.5793 Acres±

Agenda Item No: 4

City Council Agenda Item Report

Meeting Date: March 24, 2026
Submitted By: Brittney Harris
Submitting Department: Planning Division
Item Type: Ordinance
Agenda Section: Regular Agenda

Subject:
Consideration of Ordinance #13-2026, approving a Development Code Amendment to Chapter 35, Urban Forestry, creating a limit on rock mulch.

Suggested Action:

Attachments:

Chapter 35 Rock Mulch Development Code Amendment.pdf

Ord 13-2026.docx

CHAPTER 35 ROCK MULCH DEVELOPMENT CODE AMENDMENT

CITY COUNCIL REPORT

Applicant	Lehi City
Meeting Date	March 24, 2026
Requested Action/Purpose	Approval of proposed amendments to the Lehi City Development Code
Decision Type	Legislative
Date of DRC Review	February 4, 2026
Date of Planning Commission Review	February 26, 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 a proposed Development Code Amendment to Chapter 35 Urban Forestry and Waterwise Landscaping. The proposed change is to the waterwise landscaping section and seeks to create a limit to the amount of rock mulch that can be included in commercial developments.

As the State and City have shifted towards waterwise landscaping, more people have chosen to put in rock mulch with a few plants. This has led to many challenges. Rock mulch heats up the environment similar to asphalt and concrete. This can make it hard for plants to grow and also increases the urban heat island effect. We want to reduce water use, but also not increase the heat our cities are giving off because the heat will also impact water availability.

Another concern comes from the long-term maintenance of rock mulch landscaping. When plants die, it becomes extremely difficult to replace them. We already have examples in Lehi where plants have died and never been replaced.

It leads to a very sterile looking environment.

The proposed change will limit rock mulch to no more than 60 percent of the total landscaping. It also includes language and images to encourage the use of native plants instead of grass or rock mulch. Native plants consume less water and also do not increase the heat of the overall landscape.

The amendment also includes language encouraging single-family residential developments to similarly limit the amount of rock mulch, but it is not a requirement of the Code.

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 seeks to get ahead of challenges that come from too much rock mulch in landscaping.
2. The proposed Development Code Amendment allows flexibility for City Projects.
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 zone change on February 26, 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 Chapter 35, Urban Forestry, creating a limit on rock mulch.

Jacob Curtis presented the item. This amendment would impose limits on rock mulch used in commercial and multi-family residential zoned areas. This is in response to concerns raised regarding long-term maintenance of rock mulch as well as heat impacts on trees in park strips. No more than 60% of the total landscaping of a plot can be rock mulch if this amendment passes. Additionally, it encourages the use of native plants and encourages single-family developments to limit their use of rock mulch.

Commissioner Roberts asked if churches would be considered commercial property. They are non-residential development, so the code would apply to them. Curtis explained that the Commission could be more specific in their recommendation and mention churches and schools explicitly.

The Planning Department previously had the limit at 30%, but discussion with the Public Works and Parks Departments pushed it up to 60%.

Commissioner Su'a-Filo asked if this would have a negative impact on state funding that is provided as a reward for xeriscaping. Struthers said it isn't likely, as this is a requirement based on a specific material. The state's primary goal is getting rid of large areas of unused turf.

Commissioner Su'a-Filo asked why the allowed amount was pushed to 60% from 30%. Ellis explained that with right of way considerations, 30% felt too low for many projects. Commissioner Eyre asked if 30% would be reasonable if the right of ways were carved out. Ellis explained that it's not an exact science, as it's more of a property rights issue than anything else.

Curtis clarified for the Commission that this is a first step in the right direction, and not a final destination for the code.

Commissioner Eyre opened public comment.

Montane Hamilton commented online. She feels that the code change is confusing and haphazard. She is in favor of a lower percentage and likes the original 30% more than the 60%. She offered several changes that could be made, including more emphasis on native plants, backyard regulations, side lawn requirement changes, limitations on required amounts of lawn, and limits on turf in institutional lots.

Commissioner Eyre closed public comment.

Commissioner Eyre asked if 100% rock mulch would be possible with the current code. Struthers explained that 50% would need plant coverage.

Commissioner Roberts asked why right of ways would need to be carved out. Ellis explained that it was for city maintenance reasons. Rock mulch is much easier to work around than plants when significant digging/excavating is being done.

Commissioner Roberts thinks that 60% is too high. Gehman suggested 45%, as it's between the original 30% and the current 60%. Commissioner Eyre feels that he doesn't know enough to say if 60% is a good regulation or not. Commissioner Jones recommended 50% as a possible figure. Commissioner Su'a-Filo felt that staff should be the ones to recommend a figure. He hasn't heard a strong argument for 60% tonight but didn't feel comfortable choosing one himself. He thinks the number feels like a rushed decision.

Commissioner Gehman shared that she would also like more reasoning for the percentage of allowed rock mulch, as the city will have to defend it at some point. Ellis explained that 60% was chosen as it wouldn't limit developers too severely and would leave them with some amount of flexibility. The city would like to maintain property rights.

Curtis and Ellis went over the meetings in DRC and one-on-one that lead to choosing 60%.

> **Motion:** Commissioner Jones moved to give a positive recommendation to the Lehi City Council with the findings that the proposed Development Code Amendment seeks to get ahead of challenges that come from too much rock mulch in landscaping, that it allows flexibility for city projects, and that it is in conformance with the purposes, intent, and provisions of the General Plan and it's various elements. He included all DRC comments. Commissioner Eyre seconded.
>
> **Vote:** Commissioner Jones, yes. Commissioner Gehman, yes. Commissioner Eyre, yes. Commissioner Su'a-Filo, no. Commissioner Roberts, no.
>
> Motion passed with three in favor, two against.

Chapter 35 Rock Mulch DCA
DRC Redline Comments

Lehi City- requests review of an amendment to the Development Code Chapter 35 providing limitations on the amount of rock mulch.

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: 01/27/26
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:
2. It may seem unclear the intent that this photo is trying to convey. Is there a different photo that could convey the idea
Gary S. – Building/Inspections: No comments
Shelbey – Public Works: No comments.
Gary E. – Engineering: No comments
Luke – Traffic: No comments
Kim – Planning:
1. Exceptions to the park strip requirements may be provided for public agencies by the Development Review Committee.

THIS ITEM WILL BE SCHEDULED FOR PLANNING COMMISSION ON FEBRUARY 26th

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.

Narrative

The State and City have adopted goals and ordinances to encourage and require waterwise landscaping. The goal is to reduce overall water consumption and only use grass in areas that will be used. A side effect of this has been an increase use of rock mulch in commercial landscapes. This proposed amendment will limit rock mulch in commercial developments to 60 percent. It encourages single-family residential to also limit rock mulch but does not require it.



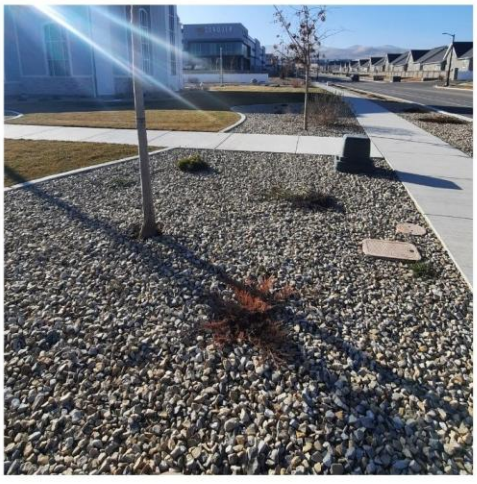












any power transmission line, public street, sidewalk, or signage, or constitutes an imminent danger or hazard to the health, safety or well-being of the public.

5. keep or maintaining a tree, shrub, or other vegetation that is a danger or a hazard to other trees, other vegetation, structures, or the general public.

Section 35.190 Abatement or Removal of Hazardous Trees on Private Property.
Where a Hazardous Tree is located on private property, the following provisions shall apply:

A. Upon the determination by the Urban Forester or designee or Risk Management that a Hazardous Tree exists, the Urban Forester or designee shall give written notice to the owner of the property upon which the Hazardous Tree exists to trim, remove, or otherwise control such tree in such a manner as will abate the hazard.

B. Property owners are responsible for trimming within 14 days of delivery of notice and shall bear the cost of trimming.

C. Property owners are responsible for the removal of a Hazardous Tree within 14 days after the delivery of notice and shall bear the cost of removal.

D. Failure to comply with such written notice is a violation of this section. Once in violation, the City shall have the right to cause the trimming or removal of any Hazardous Tree on private property and may charge the cost of corrective action to the owners of record on the property tax notice.

E. Notwithstanding subsections 35.190(A-D), if the tree is deemed to be an immediate hazard or an imminent danger to life or property, the City may take immediate action to trim or remove the Hazardous Tree and charge the cost of removal or trimming to the owners of record on the property tax notice.

Section 35.200 Interference with Maintenance and Removal Unlawful.
No person, firm, or corporation shall interfere with the City or persons acting under the applicable department head's authority while engaged in planting, mulching, pruning, or removing any tree, shrub or plant along any Public Right-of-Way.

Section 35.210 Penalty for Violation.

A. Any person who violates any provisions of this chapter or fails to comply therewith, or who violates or fails to comply with any order made there under, shall be guilty of a Class C Misdemeanor, punishable by a fine of not more than $1,000.00 or by imprisonment for not more than 180 days, or by both such fine and imprisonment. The imposition of one penalty for any violation shall not excuse the violation or permit it to continue. All such persons shall be required to correct or remedy such violations or defects within a reasonable period. When not otherwise specified, each ten days that prohibited conditions are maintained shall constitute a separate offense.

B. In addition to any criminal penalties that may be imposed, Lehi City may pursue civil penalties and restitution for actual damages.

Section 35.220 Water Efficiency Standards.
(New 02/14/23)

A. Purpose. The purpose of these water efficiency standards is to conserve the public's water resources by establishing water conservation standards and recommendations for outdoor landscaping and indoor plumbing fixtures.

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B. Applicability.

1. The following standards are required for all new developer/contractor installed residential, commercial, institutional, and industrial construction, as applicable.

2. All new landscaping for public agency projects, private development projects, developer-installed landscaping in multi-family and single-family residential projects within the front and side yards shall comply with the landscaping standards in this Chapter. These standards shall also apply to existing ordinances related to City required landscaping.

3. The outdoor landscaping standards in this Chapter are not intended to conflict with other landscaping requirements as defined by Utah law, including storm water retention requirements and low-impact development guidelines. Notwithstanding these outdoor standards, whenever any requirement may conflict with Utah law, such conflicting requirements shall not apply.

C. Definitions. The following definitions shall apply to this Chapter:

1. Activity Zones: Portions of the landscape designed for recreation or function, such as storage areas, fire pits, vegetable gardens, playgrounds, and seating areas for leisure or breaks.

2. Active Recreation Areas: Areas of the landscape dedicated to active play where lawn may be used as the playing surface (ex. sports fields and play areas).

3. Central Open Shape: An unobstructed area that functions as the focal point of Localscapes and is designed in a shape that allows efficient watering.

4. Gathering Areas: Portions of the landscape that are dedicated to congregating, such as patios, gazebos, decks, and other seating areas.

5. Hardscape: Durable landscape materials, such as concrete, wood, pavers, stone, or compacted inorganic mulch.

6. Lawn: Ground that is irrigated and covered with grass that is designed to be regularly mowed.

7. Localscapes: A landscaping approach designed to create locally adapted and sustainable landscapes through a basic 5-step approach (central open shape, gathering areas, activity zones, connecting pathways, and planting beds).

8. Mulch: Any material such as rock, bark, compost, wood chips or other materials left loose and applied to the soil.

9. Park Strip: A typically narrow landscaped area located between the back-of-curb and sidewalk.

10. Paths: Designed routes between landscape areas and features.

11. Planting Bed: Areas of the landscape that consist of plants, such as trees, ornamental grasses, shrubs, perennials, and other regionally appropriate plants.

12. Total Landscaped Area: Improved areas of the property that incorporate all the completed features of the landscape. For single-family residential, this only includes the front and side-yard areas. The landscape area does not include footprints of buildings or structures, sidewalks along the street (but does include internal walking paths), driveways, and other non-irrigated areas intentionally left undeveloped.

D. Landscaping Requirements

1. Lawn shall not be less than 8 feet wide at its narrowest point.

2. Lawn shall not be installed in park strips, parking lot islands, or on slopes greater than 25% or 4:1 (4' horizontal to 1' vertical) grade. However, park strips shall conform to all street tree planting requirements including proper irrigation. If existing lawn is being removed from park strips to conform to these requirements, all existing street trees that conform to the City's Street Tree Selection Guidelines and associated irrigation systems shall remain. All park strips for nonresidential and multi-family residential uses

shall contain at least 50% living plant cover. Organic mulch shall be used within three (3) feet of tree trunks to avoid sun scalding of trees. Exceptions to the park strip requirements may be provided for public agencies, including Lehi City, administered transportation projects.

3. At maturity, landscapes shall have enough plant material (perennials, shrubs) to create at least 50% living plant cover at maturity at the ground plane, not including tree canopies.

4. For newly installed single-family residential landscapes, lawn shall not exceed 35% of the Total Landscaped Area (as defined in this Chapter).
   i. Small residential lots, which have no back yards, which the total landscaped area is less than 250 square feet, and which the front yard dimensions cannot accommodate the minimum 8 feet wide lawn area requirement are exempt from the 8 feet width requirement and the maximum of 35% lawn requirement.
   ii. Corner lots that are 8,000 square feet or less are exempt from the maximum of 35% lawn requirement for the side yard area adjacent to the street.

5. For institutional (churches, schools, etc.) and multi-family landscapes and common areas, lawn shall not exceed 20% of the Total Landscaped Area (as defined in this Chapter).

6. For commercial and industrial landscapes, lawn areas shall not be allowed outside of active recreation areas.

7. For multi-family residential, institutional, commercial and industrial required landscape areas (not including public rights of way), rock mulch shall not make up more than 360 percent of the total required landscaping. ~~r~~Rock mulch shall not be used within three feet of any trees. ~~Rock mulch also shall not make up more than 30 percent of the total required landscaping.~~

8.
   i. ~~I~~It is recommended to use drought tolerant and native plants for the remaining landscaped areas including but not limited to: grasses, and sedges, wildflowers. ~



9.

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~~6.~~E.

~~E.~~F. Prohibition on Restrictive Covenants Requiring Grass

1. Any Homeowners Association governing documents, such as bylaws, operating rules, covenants, conditions, and restrictions that govern the operation of a common interest development, are void and unenforceable to the degree that they:
   i. Require the use of grass in landscape areas less than 8 feet wide or require grass in other areas that exceed 35% of the landscaped area; or ~~\~~
   ii. Prohibit, or include conditions that have the effect of prohibiting, the use of water-conserving plants as a group; or
   iii. Have the effect of prohibiting or restricting compliance with this Chapter or other water conservation measures.

~~F.~~G. Landscaping Recommendations

1. All irrigation should be appropriate for the designated plant material to achieve high water efficiency. Drip irrigation or bubblers should be used except in lawn areas. Drip irrigation systems should be equipped with a pressure regulator, filter, flush-end assembly, and any other appropriate components. Water-efficient sprinkler heads and nozzles should also be used.

2. Each irrigation valve should irrigate landscaping with similar site, slope and soil conditions, and plant materials with similar watering needs. Lawn and planting beds should be irrigated on separate irrigation valves. In addition, drip emitters and sprinklers should be placed on separate irrigation valves.

3. Landscaped areas should be provided with a smart irrigation controller which automatically adjusts the frequency and/or duration of irrigation events in response to changing weather conditions. All controllers should be equipped with automatic rain delay or rain shut-off capabilities.

4. At least 3-4 inches of mulch, permeable to air and water, should be used in planting beds to control weeds and improve the appearance of the landscaping.

~~4.~~5. For single family residential landscaping, park strips should include 50 percent living plant material, and the entire landscape should not include more than 60 percent rock mulch material.

~~G.~~H. Landscaping Design Considerations.

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1. The landscaped areas of the front yard and back yard should include a designed central open shape created by using lawn, hardscape, groundcover, gravel, or mulch except in cases of small residential lots with no back yards and the total landscaped area is less than 250 square feet.

2. Gathering areas should be constructed of hardscape and placed outside of the central open shape. In a landscape without lawn, gathering areas may function as the central open shape.

3. Activity zones should be located outside of the central open shape and shall be surfaced with materials other than lawn.

4. Paths should be made with materials that do not include lawn, such as hardscape, mulch, or other groundcover.

~~H.~~I. Indoor Fixture Recommendations. It is recommended that all new and future construction and future additions, remodels, or refurbishments install water efficient plumbing fixtures that have a water efficient label, including: lavatory faucets, shower heads, sink faucets, water closets (tank and flushometer-valve toilets), and urinals, to the extent Utah law allows.

LEHI CITY

ORDINANCE NO: 13-2026

AN ORDINANCE AMENDING THE LEHI CITY DEVELOPMENT CODE CHAPTER 35, ROCK MULCH

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

WHEREAS, this amendment seeks reduce the urban heat island but limiting the amount of rock mulch in landscaping; and

WHEREAS, following a public hearing on February 26, 2026, the Lehi City Planning Commission reviewed the proposed revisions and forwarded a positive recommendation to the City Council; and

WHEREAS, on March 24, 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 February 26, 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 37 of the Lehi City Development Code is hereby amended.

PART II:

A. If a provision of this Ordinance 13-2026 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 24th day of March, 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