Lehi City Council Meeting
Agenda
January 27, 2026

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

Pre-Council, 4:30 p.m.

1. Welcome and Opening Comment
2. Presentations and Reports
   - 2.1. Annual Audit Report - Finance Department
   - 2.2. Presentation of Citizen Survey Results- Y2 Analytics
3. Work Session Items
   - 3.1. Police Department Staffing Discussion- Chief Darren Paul
   - 3.2. Mayor and Council Committee Assignments- Mayor Pro Tempore Stallings
   - 3.3. 1900 South Right-of-Way Presentation- Engineering
4. Agenda Questions
   The Mayor and City Council discuss and ask questions on items on the Regular Session agenda.
5. Administrative Report
6. Mayor and Council Reports
   Calendar items and outside Committee reports
7. Consideration of a motion to hold a Closed Meeting for the purchase, exchange, or lease of real property.

Regular Session, 7:00 p.m.

1. Welcome, Roll Call, Pledge of Allegiance
2. Presentations and Reports

3. 20 Minute Citizen Input
(for public comments on items not listed on the agenda. Comments limited to 3 minutes per person with a time limit not to exceed 20 minutes for this item.)

4. Consent Agenda

4.1. Approve City Council Meeting Minutes
122225 Minutes Draft.docx
010626 Minutes - Draft.docx

4.2. Approve Purchase Orders
PO #8264 Stuart C Irby.pdf

Regular Agenda

5. Transportation Impact Fees
a. Public Hearing
b. Consideration of Ordinance #03-2026, adopting an Impact Fee Facilities Plan, an Impact Fee Analysis, and Amended Impact Fees for Transportation.

Petitioner: Lehi City
Ord 03-2026.docx
Lehi Transportation IFFP Update 1 2026.pdf
Lehi Roads IFA 011326.pdf

6. Consideration of Resolution #2026-04, approving an Agreement with RME for the Construction of the Skye Substation.
Petitioner: Lehi City
Res 2026-04.docx
Agreement-Skye Substation Construction (clean).docx
PO #8271 RME.pdf

7. Consideration of Resolution #2026-03, approving amendments to the ProSteel Customs Development Agreement.
Petitioner: Malakas LLC (Dusty Yates)
Res 2026-03.docx
CC Staff Report ProSteel Customs Dev Agreement Amendment 01.27.26.docx
Prosteel Customs Development Agreement Amendment (by SR Prime Auto) DRC 12.10.25.docx
Malakas Development agreement unsigned DRAFT with Kim's Comments.pdf
ProSteel Customs Development Agreement Amendment.pdf
ProSteel Customs aerial.pdf
ProSteel Customs Zoning.pdf
ProSteel Customs general plan.pdf

8. Consideration of Ordinance #01-2026, approving the Cold Spring Ranch Area Plan Amendment to allow Short-Term Rentals.
   Petitioner: Kenneth Glod
   Ord 01-2026.docx
   CC Staff Report Cold Spring Ranch Area Plan Amendment 01.27.26.docx
   STR Cold Spring Ranch Area Plan Amendment DRC 12.10.25.docx
   Cold Spring Ranch Area Plan Amendment.pdf
   CSR Area Plan Amendment Testimonials.pdf
   Airbnb testimonials - glod.pdf

9. Consideration of Concept Plan approval for the Chiu Property, a 219-unit development located at approximately 600 South 2900 West.
   Petitioner: Century Communities
   CC Staff Report Chiu Property Concept 01.27.26.docx
   Chiu Property Concept DRC 12.17.25.docx
   Chiu Property narrative.pdf
   Chiu Property Concept 12.17.25.pdf
   Chiu Property aerial .pdf
   Chiu Property zoning.pdf
   Chiu Property general plan.pdf

10. Consideration of Ordinance #02-2026, approving a Development Code Amendment to Chapter 20, Home Occupations, adding Adult Daycare.
    Petitioner: Lehi City
    Ord 02-2026.docx
    CC Staff Report Ch 20 Development Code Amendment 01.27.26.docx
    Chapter 20 Development Code Amendment DRC 12.03.25.docx
    Narrative - Chapter 20 Development Code Amendment.pdf
    Ch20HomeOccupations - adult day care.pdf

11. Consideration of Resolution #2026-05 of the Lehi City Council, urging preservation of local land use authority and opposing new statewide high-density or "by-right" housing mandates.
    Petitioner: Councilor Harrison
    Res 2026-05.docx

12. Consideration of Resolution #2026-06 of the Participating Municipalities of Northern Utah County, urging preservation of local land use authority and opposing new statewide high-density or "by-right" housing mandates.
    Petitioner: Councilor Harrison
    Res 2026-06.docx

13. Consideration of Resolution #2026-07 of the Lehi City Council, urging additional and equitable transportation funding for Utah County.
    Petitioner: Councilor Harrison

Res 2026-07.docx

14. Consideration of Resolution #2026-08 of the Participating Municipalities of Northern Utah County, urging additional and equitable transportation funding for Utah County.
    Petitioner: Councilor Harrison
    Res 2026-08.docx

15. Adjournment

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

Agenda Item No: 2.1

City Council Agenda Item Report

Meeting Date: January 27, 2026
Submitted By: Teisha WIlson
Submitting Department:
Item Type: Presentation
Agenda Section: Presentations and Reports

Subject:
Annual Audit Report - Finance Department

Suggested Action:

Attachments:

Agenda Item No: 2.2

City Council Agenda Item Report

Meeting Date: January 27, 2026
Submitted By: Teisha WIlson
Submitting Department:
Item Type: Presentation
Agenda Section: Presentations and Reports

Subject:
Presentation of Citizen Survey Results- Y2 Analytics

Suggested Action:

Attachments:

Agenda Item No: 3.1

City Council Agenda Item Report

Meeting Date: January 27, 2026
Submitted By: Teisha WIlson
Submitting Department:
Item Type: Discussion
Agenda Section: Work Session Items

Subject:
Police Department Staffing Discussion- Chief Darren Paul

Suggested Action:

Attachments:

Agenda Item No: 3.2

City Council Agenda Item Report

Meeting Date: January 27, 2026
Submitted By: Teisha WIlson
Submitting Department:
Item Type: Discussion
Agenda Section: Work Session Items

Subject:
Mayor and Council Committee Assignments- Mayor Pro Tempore Stallings

Suggested Action:

Attachments:

Agenda Item No: 3.3

City Council Agenda Item Report

Meeting Date: January 27, 2026
Submitted By: Teisha WIlson
Submitting Department:
Item Type: Presentation
Agenda Section: Work Session Items

Subject:
1900 South Right-of-Way Presentation- Engineering

Suggested Action:

Attachments:

Agenda Item No: 4.1

City Council Agenda Item Report

Meeting Date: January 27, 2026
Submitted By: Teisha WIlson
Submitting Department:
Item Type: Action Item
Agenda Section: Consent Agenda

Subject:
Approve City Council Meeting Minutes

Suggested Action:

Attachments:

122225 Minutes Draft.docx

010626 Minutes - Draft.docx

153 North 100 East
Lehi, UT 84043
(801) 768-7100

Minutes of the **Regular Meeting** of the **Lehi City Council 3:00 PM -** Lehi City CIVIC CENTER, 3rd Floor, Council Chambers (131 N. 100 E., Lehi, Utah).

Members Present: Mark Johnson, Mayor
Chris Condie, Council Member
Paul Hancock, Council Member
Heather Newall, Council Member
Michelle Stallings, Council Member

Voting Member for the Vacancy: Paige Albrecht

Others Present: Jason Walker, City Administrator; Beau Thomas, Deputy City Administrator; Ryan Wood, City Attorney, and Teisha Wilson, City Recorder.

Regular Session, 7:00 p.m.

1) Welcome, Roll Call, Pledge of Allegiance

Mayor Johnson welcomed everyone and noted that all Councilmembers were present. Councilor Albrecht led the Pledge of Allegiance.

2) Approve Meeting Minutes

Motion: Chris Condie moved to approve the meeting minutes from November 18, and December 2, 2025. Paul Hancock seconded the motion.

Roll Call Vote: YES: Chris Condie, Paul Hancock, Heather Newall, Michelle Stallings. The motion passed unanimously.

3) Presentations and Reports

Jason Walker, City Administrator, recognized the retired elected officials, and expressed appreciation for their years of service: Paige Albrecht, Chis Condie, Paul Hancock, and Mark Johnson.

4) Interviews for the City Council Vacancy

Mayor Johnson explained that each applicant may introduce themselves for 2 minutes. Following all presentations, the Council may ask 1 question to each candidate.

Introductions

1. **Jim Bratt**
   Retired professional businessman and longtime radio/TV advertising salesperson from San Antonio. Moved to Lehi to be near family. Wants to help with infrastructure, economy, and safety. Grateful to outgoing officials and willing to serve even if not selected.

2. **Larry Banks**
   Vietnam veteran with a PhD in Business Administration and an MBA in technology management. Former small-business owner, GM of JBL speaker manufacturing, and Provost at two universities. National speaker on institutional effectiveness. Has political and church leadership experience. Says he has no agenda and wants sustainable, growth-oriented Lehi aligned with residents' values.

3. **Doug Clark**
   Utah County native, retired tech executive (WordPerfect, Novell, Electronic Arts, NICE) with global leadership experience. Moved to Lehi in 2012. Priorities are for better communication and transparency, stronger economic development, transportation improvements, police funding, sidewalks, and green space.

4. **Robert Reader**
   Works in school districts (Canyons), with 15 years' experience and knowledge of forming a new district—relevant to Lehi's upcoming changes. Values good city governance, and wants to protect solid systems from being dismantled. Initially hesitant to apply but felt a duty to offer his skills.

5. **Savannah Johnston**
   Sixth-generation Utahn, mother of four young kids, wife of a Lehi small-business owner, and professor of constitutional government, civics, and law at UVU. Lived in Los Angeles and wants to prevent Lehi from following LA's path (housing crisis, traffic, water issues, weak civic life). Advocates: less car dependence, multi-use zoning, better transit/bike infrastructure, more housing supply including density, and stronger civic/community spaces.

6. **Vern Keesler**
   20-year Lehi resident, raising six children here. U.S. Marine Corps veteran with 15 years in local government; currently Provo City's traffic manager, working with UDOT, MAG, UTA, and school districts. Wants Lehi to remain a great place for families with a strong mix of mostly single-family homes plus some other housing types, and to hold developers to their agreements.

7. **Katie Koivisto**
   Was not present

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8. **E LaRell Stephens**
   20-year Lehi resident, business-owner electrician who manages schedules, budgets, and conflict on projects. Active in the community through Lehi High mountain bike team. Emphasizes using constitutional principles to protect rights and maintain Lehi as a good place to raise a family. Enjoys studying code (Utah law, electrical, etc.).

9. **Stephen "Polo" Su'a-Filo**
   Civil engineer managing major water infrastructure projects (currently a $100M project, on or under budget). Focused on protecting water as a critical asset. Values clear zoning, responsible budgets, and strong investment in roads, utilities, and services. Brings a diverse background (Hawaii, South Carolina, mission in Idaho, Snow College football, Utah State grad) and chose Lehi for its faith, service, and family values.

10. **Josh Sorenson**
    Was not present.

11. **Derek Shumway**
    Born in China, adopted to Utah as an infant. Director of HR at a law firm; previously worked for U.S. Senators Mitt Romney and Mike Lee handling immigration casework, balancing differing political views. Volunteers with Americans for Prosperity and has state-legislature ties. At 29, emphasizes energy, time, and a desire to learn how city government works from the inside.

12. **Jess Green**
    Longtime Utah County resident (43 years), lives in the historic Smith mansion near downtown. Real estate agent and also works for a power-generation firm. Concerned about safety, financial clarity, and city communication. Skeptical of high-density and some progress trends; wants to preserve small-town values, Main Street character, and ensure there's a strong voice for those priorities.

13. **Emily Lockhart**
    Single mom who moved to Lehi after a divorce and was able to afford housing in Holbrook Farms due to its varied product types. Has served 4 years on the Planning Commission, gaining deep land-use and process knowledge. Sees each application as opportunity for residents and pledges long-term commitment to serving Lehi in any capacity.

14. **Jared Peterson**
    Well-known in Lehi with a history of community service and recent city-council campaign that gave him deep exposure to residents' concerns (traffic, infrastructure, fiscal responsibility, community character). Offers a steady, practical approach; understands city processes and budgets. Emphasizes listening, hard questions, transparency, fiscal discipline, and continuity—argues that his experience lets him contribute immediately to finish the term.

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15. Derek Phillips

Lifelong Lehi resident, married with five kids. Operates a global sales company based in Denver. Loves Lehi but is concerned about public safety, traffic, and infrastructure. Says he is heavily invested in Lehi's long-term future and wants to help shape what happens over the next several decades.

16. Montane Hamilton

Longtime Lehi resident, deeply involved in local governance starting from HOAs. Former council candidate. Chair of the Lehi Sustainability Committee, where he helped shift the group from outreach toward policy, especially on water use and development code. Wants Lehi to be a regional leader in "smart development" that reduces water use, connects residents to transit, improves safety for pedestrians, and use zoning to shape a better long-term future.

17. Tyson Hodges

Construction background (plumbing/HVAC) with 18 years at Intermountain Health. Manages facilities for three smaller North Utah County hospitals, overseeing staff, large budgets, and long-term planning/forecasting. Married with four children from elementary through high school. Wants to apply his facilities and budgeting experience to Lehi, collaborate well, and help ensure the city is a good place for his kids to grow up.

The Council then interviewed each applicant.

1. Jim Bratt

Asked how he'd continue the "good work" of prior councils, and work with differing council views and budgets. He cited the downtown master plan debate as a model of respectful disagreement, stressed common sense, listening to all voices, legal compliance, and his experience in PR, church stake councils, and interfaith boards. On budgets, he emphasized planning ahead, avoiding excessive debt, and his experience auditing stake finances.

2. Larry Banks

Questioned on how he'd collaborate with four others as a council member, and where he'd help if not appointed. He said councils are for collaboration, you support adopted decisions even if you argued another side, and he'd gladly help with infrastructure and problem-solving by using data to isolate the "vital few" levers that matter.

3. Doug Clark

Pressed on explaining tough decisions to residents, his view of the Morning Vista tax subsidy, zoning/code familiarity, transparency limits under NDAs/closed sessions, and support for smaller landowners. He said residents need "the why," not just votes; after studying the meeting and documents, he accepted the subsidy in principle but disliked the non-specific agreement; admitted a learning curve on zoning but is used to digging into documents; said the council must agree on what can be shared within legal limits; and argued for city support packages (info, coordination, possible incentives) to help smaller commercial landowners too.

4. **Robert Reader**
   Asked how the city should collaborate with a new school district and his budget philosophy. He stressed keeping "temperature" down as school district changes cause anxiety, supporting continuity and structure, and acting as a stabilizing advocate. On budgets, he focused on balancing finite resources, understanding community priorities now while planning for the future, and accepting that prioritization creates "winners and losers," which is the hardest but most crucial part of governing.

5. **Savannah Johnston**
   Questions probed partisanship in city politics, her pro-density / anti-car stance vs. the cost of making such projects viable (TIF, special taxing powers), how infrastructure shapes behavior, separation of powers at the city level, and changing mindsets in a car-centric city. She flatly rejected partisanship in municipal government, said she's uneasy about heavy government financing but pro-market, argued infrastructure (walkability, transit, bike lanes) changes choices, clarified council is legislative not executive, and gave concrete examples (her husband's long bike commute and lack of safe route to his new Lehi business) to support building transit and safe bike links.

6. **Vern Keesler**
   Asked what Lehi should improve in long-range planning, growth mandates from the state, the difference between advising and deciding, what Lehi's done right, and budget/balancing public safety. He proposed syncing Lehi's transportation master planning and modeling with MAG's 4-year cycle to better time capital projects and impact fee updates; defended local control of land use while acknowledging the need for a healthy housing mix; described his transition from quiet new planning-commissioner to confident motion-maker; praised Lehi's transportation choices and family-oriented land use; and said public safety is a top priority but must be balanced fairly against all departments, with no deferred maintenance.

7. **Katie Koivisto**
   Joined late and was asked about council service on outside boards, what she'd do differently now, and her view of the current budget. She criticized the paid nature of the TSSD board and said service roles shouldn't be fought over for money; emphasized keeping one's oath and not quitting mid-term; and strongly praised the city's finance team. She characterized her time with the current council as contentious, and expressed excitement for the new council.

8. **E LaRell Stephens**
   Asked what Lehi has done right over her 20 years here, how he'd prioritize as a new council member, park-tax funding for the arts, and what his top priority would be. He highlighted Traverse Mountain trails and other amenities as successes; admitted he needs to dig into current budget numbers; suggested re-examining how much PARC tax money goes to Thanksgiving Point vs. local arts; and said his top concern is that the police department is falling behind peers in staffing and funding, which he'd want to address.

9. Stephen “Polo” Su’a-Filo

Questioned on how he’d get up to speed, his water expertise and development approvals, statewide water-rate/conservation debates, and future water projects. He said he’s used to quickly learning new technical areas and would study plans, budgets, and consult experts; argued water should be viewed at a statewide, big-picture level beyond individual city rules; favored public education and transparent metering as powerful conservation tools; and gave a nuanced answer on rates, conservation, Central Utah Project history, and the current focus on moving water more efficiently while Colorado River allocations are sorted out.

10. Josh Sorenson

Was not present

11. Derek Shumway

Asked how he’d make “best decisions” despite upsetting some, the federal government as a partner, disagreeing publicly with colleagues, and handling state/federal overrides of city policy. He leaned on his Senate staff experience, saying you run the data, understand impacts, communicate clearly and kindly, then sleep at night knowing you did your best; said federal and state partners have a role when approached as friends; endorsed Governor Cox’s “disagree better” idea; and said the city must stand up respectfully when higher levels overreach, still communicating decisions clearly to residents.

12. Jess Green

Asked about the downtown plan (infill, mixed-use, density), transparency, downtown challenges, and affordability vs. density. He was wary of high-density and mixed-use downtown, stressing preservation of Main Street, mom-and-pop character, and infrastructure/traffic concerns; questioned why council members sign NDAs when they’re supposed to be transparent to voters; said public safety and infrastructure are his top concerns; was blunt that he doesn’t have all the technical answers but feels compelled to stand up for small-town values; and argued the affordability crisis is largely national (wages vs. prices, outside buyers, inflation), with high density being a band-aid, not a full solution.

13. Emily Lockhart

Asked about her infrastructure-first work with the legislature, what she learned from campaigning, handling state mandates, desired liaison roles, resident property rights vs. developer rights, and specific mitigations she’s pushed. She described working on an infrastructure first bill to fund key regional projects, said campaigning deepened her love and understanding of residents’ concerns, and emphasized using existing relationships to show legislators the real impacts of their bills. She said she’d gladly serve with the chamber or historical society (or anywhere needed), framed rights through zoning/use tables plus health/safety protections, and cited Planning Commission cases where she imposed dust/noise and intensity limits to protect neighbors.

14. Jared Peterson

DRAFT

Asked how he judges optimistic developer projections, how to keep younger residents engaged in heritage, and how to rebuild Lehi's tax base after losing businesses to neighboring cities. He said today's data-rich environment lets you benchmark developer assumptions against real market prices and costs; argued that inviting younger people into existing events (parades, Heritage Days, rodeo, historical work) and giving them real assignments builds connection; and urged using the general plan as a living document, looking all the way to buildout, and ensuring there are real, accessible sites and conditions for retail and small business across the city.

15. Derek Phillips

Asked what he liked from current council members, how he'd get up to speed, property-tax inflation adjustments, and police staffing vs. Orem and call-volume metrics. He frankly admitted he's avoided Lehi politics and would have a steep learning curve, but would dive in fast as he's done in business; is instinctively anti-tax-increase but would evaluate adjustments case by case; pointed to Lehi's officer count vs. Orem's as a concern while acknowledging he'd need to reconcile that with leadership's judgment and call-load data; and stressed he'd want direct conversations with department heads before pushing changes.

16. Montena Hamilton

Asked about water conservation vs. property rights, financing dense/transit-oriented projects like Thanksgiving Point, what he's learned chairing the sustainability committee, and how he'd talk to residents about growth realities. He said you don't surprise existing owners, but you must immediately fix policy for new development to meet future water and sustainability goals; dislikes socializing costs while privatizing gains but accepts there are cases where government must help catalyze transit-linked density; described learning to reframe "green" issues in terms conservatives value (self-reliance, safety, cost control); and argued Lehi must accept that growth itself is the core problem and use targeted higher density around identified centers and transit to mitigate impacts.

17. Tyson Hodges

Asked about his role in budget processes, balancing current vs. future needs, handling expectations from supporters, and staff-stated needs vs. perceived shortages (esp. police). He explained Intermountain's capital process (multiple facilities competing for limited funds, heavy collaboration, a rolling 5-year plan), said he'd use similar forecasting for city capital and staffing, and stressed that promises to specific supporters are inappropriate—council service should be about what's best for Lehi, within legal constraints. On police staffing, he noted population comparisons (e.g., to Orem) but recognized he'd need to reconcile that with call-load data and the chief's professional assessment.

Mayor Johnson thanked all applicants and then asked the Council to name the person they wanted to fill Paige's vacant seat. Paige explained she was looking for someone who had already shown a pattern of quiet service, ideally had run for office and understood the demands of campaigning, and who consistently anchored decisions in constitutional principles; based on that, she chose Emily Lockhart. Paul followed, praising the overall

strength of the applicant pool and the difficulty of modern campaigns, and he also named Emily Lockhart. Heather then spoke about how valuable the process had been despite the timing, stressed wanting someone residents would feel comfortable approaching and who could explain the why behind decisions, and likewise selected Emily Lockhart. With three identical votes being the majority, the Mayor did not ask who Chris and Michelle would choose.

Michelle said that she would have voted for Katie Koivisto had the decision still been open. She explained that she strongly believes the best-qualified person is one chosen directly by the people, and Katie was the only applicant who had actually been elected by Lehi voters and served a full term on the council.

5) Consideration of Resolution #2025-103 appointing a member to the Lehi City Council.

Motion: Chris Condie moved to approve Resolution #2025-103 appointing Emily Lockhart to the Lehi City Council. Paul Hancock seconded the motion.

Roll Call Vote: YES: Paige Alrecht, Chris Condie, Paul Hancock, Heather Newall, Michelle Stallings. The motion passed unanimously.

6) Administer the Oath of Office to the appointed Council Member.

The Oath of Office was administered to Emily Lockhart after the adjournment.

7) Adjournment

With no further business to come before the Council the meeting adjourned at approximately 6:45 p.m.

Approved: [Enter Date]

Attest:

Teisha Wilson, City Recorder

DRAFT

LEHI CITY

153 North 100 East
Lehi, UT 84043
(801) 768-7100

Minutes of the **Work Session** of the **Lehi City Council** held **January 6, 2025** at Lehi City in the Council Chamber, 153 N 100 E. Lehi, UT.

Members Present: Paul Binns, Mayor
Rachel Freeman, Council Member
James Harrison, Council Member
Emily Lockhart, Councilmember
Heather Newall, Council Member
Michelle Stallings, Council Member

Others Present: Jason Walker, City Administrator; Kim Struthers, Community Development Director; Lorin Powell, City Engineer; Ryan Wood, City Attorney, and Teisha Wilson, City Recorder.

DRAFT

1) Welcome and Opening Comment

Mayor Binns welcomed everyone and noted that all Councilmembers were present. Councilor Freeman gave the opening comment.

2) Select a Mayor Pro Tempore

Councilor Lockhart nominated Councilor Stallings to serve as Mayor Pro Tempore

Roll Call Vote: YES: Rachel Freeman, James Harrison, Emily Lockhart, Heather Newall, and Michelle Stallings. The nomination was approved unanimously.

3) Discussion of the 2026 City Council Meeting Schedule and Agendas

The council discussed how to structure the 2026 meeting schedule, focusing on adding more work sessions for a new council while being sensitive to work schedules. Concerns were raised about Thursday work sessions conflicting with Planning Commission duties. Councilor Stallings opposed combining work sessions and regular sessions on the same Tuesday due to decision fatigue, and emphasized that work sessions should be deeper, proactive discussions (e.g., budget, master plans), not just pre-council prep. Another idea was to hold meetings only the 2nd and 4th weeks of the month, or to hold meetings every Tuesday.

The mayor concluded by taking the feedback under advisement and committed to refine a proposed 2026 schedule for council review.

4) Presentation and Review of Rules of Order and Procedure, Lehi Municipal Code 1-6-3-1

Teisha Wilson, City Recorder reviewed the rules of order and procedure from city code and Robert's Rules, stressing that they exist to keep meetings orderly and efficient and that minor deviations don't invalidate actions. She outlined the standard process for items (motion, second, discussion/amendments, then roll-call vote on every item), and advised using "postpone" instead of "table" when the council intends to see an item again. The code of conduct section emphasized the mayor's role as chair (voting only in a tie), that no single member speaks for the body without its consent, and that all remarks must stay on topic and avoid personal attacks. Public decorum expectations (no shouting, clapping, or signs; disruptive behavior can lead to removal and possibly a Class B misdemeanor) were reviewed, along with how agendas are set/changed and how electronic participation is allowed if members can fully hear, speak, and vote. Council questions focused on managing public comment time, distinguish postpone vs. table, and adding items to the agenda.

5) Presentation and Review of Annual Requirements Related to Ethics and Conflict of Interest

Teisha presented the Municipal Officers' and Employees' Ethics Act and related city requirements, explaining that officials must not use their positions for personal or financial gain and must avoid actions that create conflicts between private interests and public duties. She reviewed the new annual financial disclosure requirement (forms due Jan 1–31 each year, filed with her and posted on the website). Ryan Wood, City Attorney, informed the Council that larger or questionable gifts can lead to criminal charges. They covered when officials must disclose conflicts in meetings, when they must recuse from discussion and voting, and that in some cases even leaving the room may be appropriate.

Ryan emphasized that voting or influencing decisions that clearly benefit you or your family can trigger serious penalties, up to a second-degree felony under the Ethics Act. They also clarified that meeting with developers or residents is allowed but may be disclosed on the record, and that the focus of decision-making must be facts, law, and policy—not personal relationships or pressure. The session ended with a reminder to consult Ryan in advance whenever there is doubt, and that further Open and Public Meetings Act training will follow.

The Council recessed at approximately 5:35 p.m.
The Meeting resumed at approximately 6:00 p.m.

6) Oath of Office Administered to Mayor Paul Binns, Councilor James Harrison, and Councilor Rachel Freeman

Teisha Wilson, City Recorder, administered the oath of office.

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7) Adjournment

With no further business to come before the Council, the meeting adjourned at approximately 6:10 p.m.

Approved: [Enter Date]

Attest:

Teisha Wilson, City Recorder

DRAFT

Agenda Item No: 4.2

City Council Agenda Item Report

Meeting Date: January 27, 2026
Submitted By: Teisha WIlson
Submitting Department:
Item Type: Action Item
Agenda Section: Consent Agenda

Subject:
Approve Purchase Orders

Suggested Action:

Attachments:

PO #8264 Stuart C Irby.pdf

PURCHASE ORDER

LEHI CITY CORPORATION
153 NORTH 100 EAST
LEHI UT 84043

8264

THS ORDER NUMBER MUST APPEAR ON YOUR INVOICE

4164
ISSUED TO: STUART C IRBY CO
PO BOX 843959

DALLAS TX 75284

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

PURCHASE ORDER DATE: 01/12/2026 DEPARTMENT: POWER

QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL	GL ACCOUNT
97,000.00	OKON 162-23-3081 4/0-19x AL F/S 220m EPR 15KV 11X14 2750'	4.68	453,960.00	51-1415
65,000.00	OKON 162-23-3072 1/0-19X AL F/S 20M EPR 15KV 11X14 2500'	4.45	289,250.00	53-1415

TOTAL 743,210.00

COMMENTS/NOTES

FINAL ELECTRONIC APPROVAL BY: _____ DATED _____

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

8244

Lehi City Purchase Requisition Request

Supplier	**Name**	STUART C. IRBY CO.	**Vender #**		
	Street	PO BOX 843959	**Date**		**1/12/2026**
	City	DALLAS	**State**	TX	
	Zip	75284	**Phone**	801-724-3000	

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

Quanity	Unit	Materials and Description	Price	Total
97,000		OKON 162-23-3081 4/0-19X AL F/S 220M EPR	$4.68	$453,960.00
		15KV 11X14 2750'(+/-)		
		IN STOCK IN SALT LAKE CITY,UTAH		
65,000		OKON 162-23-3072 1/0-19X AL F/S 220M EPR	$4.45	$289,250.00
		15KV 11X14 2500' (+/-)		
		IN STOCK IN SALT LAKE CITY,UTAH		
		UPCOMING PROJECTS FOR POWER DEPT.		
		ALTA VISTA APPARTMENTS,BEACON POINT		
		INNOVATION PARK PH-2,SKYE PLAT 4,		
		LEHI UTAH TEMPLE,STAKE CENTER		
		SKYE HORTON WAY,INVERNESS PLAT6,		
		SKYE PLAT 3,SMITHS MARKETPLACE,SILICON		
		SLOPES MEDICAL BLDG,RIVER POINT PHASE 6		
		WILLOW PARK CHURCH,WILLOW PARK CHURCH		
		LOT 3,INVERNESS 4 APARTMENTS		
		EXCHANGE OFFICE BLDG		
				$743,210.00

Justification:	Price Determination	
SEE ATT. LETTER	Verbal Quote	
	Informal Bid	
	Written Bid	*
	State Bid	
	Other	

Quotation

STUART C IRBY BR 1093 SALT LAKE CTY
6312 WEST BEAGLEY ROAD
WEST VALLEY CITY UT 84128
385-285-3199

QUOTE DATE	ORDER NUMBER
12/19/25	S014463381

REMIT TO:	PAGE NO.
STUART C. IRBY CO. POST OFFICE BOX 843959 DALLAS TX 75284	1

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

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

ORDERED BY: KENNY

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

INSIDE SALESPERSON	REQD DATE	FRGHT ALLWD	SHIP VIA
JOSEPH C RHO	12/19/25	Yes	120 UTAH COUNTY

ORDER QTY	SHIP QTY	LINE	DESCRIPTION	Prc/Uom	Ext.Amt
			********* Shipping Instructions **********		
			* SCOTT PECK 801-494-9684 *		
			* KENNY 385-201-2612 OFC *		
			* 801-655-3042 MBL *		
			**********		
			DUE TO THE CURRENT VOLATILITY OF ALUMINUM AND COPPER PRICING SUBJECT TO METALS ESCALATION AT TIME OF SHIPMENT		
			**********		
65000FT		1	OKON 163-23-3072 1/0-19X AL F/S 220M EPR 15KV 16X14 2500' (+/-)	4450.000M	289250.00
			**********		
			STOCK IN SLC		
			**********		
97000FT		2	OKON 162-23-3081 4/0-19X AL F/S 220M EPR 15KV 11X14 2500' (+/-)	4680.000M	453960.00
			**********		
			80,000 FEET NOW REMAINING MARCH LEAD TIME		
			**********		

*** This is a quotation ***

Subtotal	743210.00
S&H CHGS	0.00
Sales Tax	0.00
TOTAL	743210.00

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

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

** Reprint ** Reprint ** Reprint **

Quotation

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222013	OKONITE		Gregory J McPhie

INSIDE SALESPERSON		REQD DATE	FRGHT ALLWD	SHIP VIA
JOSEPH C RHO		12/19/25	Yes	120 UTAH COUNTY

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

** Reprint ** Reprint ** Reprint **

LEHI CITY
POWER DEPARTMENT

1/12/2026

To: Jason Walker
Cc: Dean Lundell
From: Joel Eves
Re: Okonite Primary Wire

We have an immediate need for the Okonite Primary Wire for work on Commercial & Residential projects currently underway in the city.

We would like to continue purchasing this wire from Irby based on the following reasons:

- Currently they are the only vendor that stock and carry this wire.
- Okonite wire is 90% of the wire on our system,
- To keep our system standardized.
- Ensure safety of lineman.

While there may be other companies who could possibly provide this wire. At the present time Irby is the only company we can purchase Okonite wire from and receive in a timely manner.

Sincerely,

Joel Eves
Lehi City Corporation
Power Department Director

Agenda Item No: 5

City Council Agenda Item Report

Meeting Date: January 27, 2026
Submitted By: Teisha WIlson
Submitting Department:
Item Type: Ordinance
Agenda Section: Regular Agenda

Subject:
Transportation Impact Fees
a. Public Hearing
b. Consideration of Ordinance #03-2026, adopting an Impact Fee Facilities Plan, an Impact Fee Analysis, and Amended Impact Fees for Transportation.

Suggested Action:

Attachments:

Ord 03-2026.docx

Lehi Transportation IFFP Update 1 2026.pdf

Lehi Roads IFA 011326.pdf

LEHI CITY

ORDINANCE NO. 03-2026

AN ORDINANCE ADOPTING AN IMPACT FEE FACILITIES PLAN, AN IMPACT FEE ANALYSIS AND AMENDED IMPACT FEES FOR TRANSPORTATION

WHEREAS it is necessary, from time to time, to amend the impact fees being assessed for development in Lehi City; and

WHEREAS the City has prepared an impact fee facilities plan and an impact fee analysis; and

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

WHEREAS, on January 27, 2026, the City Council held a duly noticed public hearing to receive public comment and ascertain the facts regarding this matter, which facts and comments are found in the hearing record; and,

WHEREAS, after considering the facts and comments presented to the City Council, the Council finds: (i) adopting amended impact fees for transportation furthers the health, safety and welfare of the citizens of Lehi.

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

PART I:

A. The amended impact fees attached as Exhibit “A” are hereby adopted and the City’s fee schedule shall be amended accordingly.

PART II:

A. If a provision of this Ordinance No. 03-2026 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. This Ordinance shall take effect immediately after being posted or published as required by law.

Approved and Adopted by the City Council of Lehi City, Utah this 27th day of January, 2026.

LEHI CITY ATTEST

_____ _____

Paul Binns, Mayor Teisha Wilson, City Recorder

Exhibit A

Year	Gross Cost per Trip	Credit for Existing Deficiencies	Max Cost per Trip
2026	$146.87	($12.66)	$134.21
2027	$146.87	($11.47)	$135.40
2028	$146.87	($10.26)	$136.61
2029	$146.87	($9.05)	$137.82
2030	$146.87	($7.82)	$139.05
2031	$146.87	($6.57)	$140.30
2032	$146.87	($5.31)	$141.56
2033	$146.87	($4.03)	$142.84
2034	$146.87	($2.73)	$144.14
2035	$146.87	($1.39)	$145.48

Impact Fee Facilities Plan

for Transportation

December 2025

Prepared by:

BOWEN COLLINS & ASSOCIATES

Prepared for:

LEHI CITY

Impact Fee Facilities Plan for Transportation

December 2025

Prepared for:

LEHI CITY

Prepared by:

BOWEN COLLINS & ASSOCIATES

TABLE OF CONTENTS

Executive Summary ..... **ES-iii**
Introduction ES-1
Why is an IFFP Needed? ES-1
Projected Future Growth ES-1
Existing Capacity Available to Serve Future Growth ES-2
Required System Improvements ES-2

Section 1 – Introduction **1-1**

Section 2 – Existing Level of Service (11-36a-302.1.a.i) **2-1**
Performance Standard 2-1
Unit of Demand 2-1

Section 3 – Proposed Level of Service (11-36a-302.1.b and 11-36a-302.1.c.i) **3-1**

Section 4 – Excess Capacity to Accommodate Future Growth (11-36a-302.1.a.iii) **4-1**
Existing Transportation Infrastructure 4-1
Existing Demand and Determination of Excess Capacity 4-1

Section 5 – Demands Placed on Facilities by New Development (11-36a-302.1.a.iv) **5-1**
Pass Through Traffic 5-1
Pass By Traffic 5-1

Section 6 – Infrastructure Required to Meet Demands of New Development (11-36a-302.1.a.v) **6-1**
Infrastructure Needs for Transportation 6-1
10-Year Improvement Plan 6-1
Project Cost Attributable to 10-Year Growth 6-5
Basis of Construction Cost Estimates 6-5

Section 7 – Additional Considerations **7-1**
Manner of Financing (11-36a-302.2) 7-1
Federal and State Grants and Donations 7-1
Bonds 7-1
Interfund Loans 7-1
Impact Fees 7-1

TABLE OF CONTENTS
(continued)

Developer Dedications and Exactions 7-1
Necessity of Improvements to Maintain Level of Service (11-36a-302.3) 7-2
School Related Infrastructure (11-36a-302.2) 7-2
Noticing and Adoption Requirements (11-36a-502) 7-2

Section 8 – Impact Fee Certification (11-36a-306.1) 8-1

TABLE OF CONTENTS
(continued)

LIST OF TABLES

No. Title **Page No.**

ES-1 Projected 10-Year Growth in Transportation Demand ES-1

ES-2 Summary of Lehi City Existing Facility Capacity Used by Future Growth ES-3

ES-3 Summary of Lehi City Transportation Costs Allocated to Projected Development, 10-Year Planning ES-4

4-1 Summary of Existing Roadway System 4-1

4-2 Summary of Lehi City Existing Facility Capacity Used by Future Growth 4-2

5-1 Projected 10-Year Growth in Transportation Demand 5-1

6-1 Summary of Lehi City 10-Year Transportation Project Costs 6-4

6-2 Summary of Lehi City Transportation Project Costs Allocated to Projected Development, 10-Year Planning 6-6

TABLE OF CONTENTS
(continued)

LIST OF FIGURES

No.	Title	Page No.
6-1	10-Year Transportation Projects	6-3

EXECUTIVE SUMMARY

INTRODUCTION

Lehi City has retained Bowen Collins & Associates (BC&A) and Zions Bank Public Finance (ZBPF) to prepare impact fee facility plans (IFFPs) for eight different services provided by the City. The subject of this IFFP document is transportation. The purpose of an IFFP is to identify demands placed upon City facilities by future development and evaluate how these demands will be met by the City. The IFFP is also intended to outline the improvements, which may be funded through impact fees.

WHY IS AN IFFP NEEDED?

The IFFP provides a technical basis for assessing updated impact fees throughout the City. This document will address the future infrastructure needed to serve the City with regard to current land use planning. The existing and future capital projects documented in this IFFP will ensure that level of service standards are maintained for all existing and future residents who reside within the service area. Local governments must pay strict attention to the required elements of the Impact Fee Facilities Plan, which are enumerated in the Impact Fees Act.

PROJECTED FUTURE GROWTH

To evaluate future infrastructure needs, it is first necessary to project how demand for transportation services will increase in the future. This was completed in Lehi's most recent transportation master plan by using the travel demand-forecasting model maintained by the Mountainland Association of Governments (MAG). The model predicts future demand for transportation services based on land use and socioeconomic projections. For the purposes of the Lehi Transportation Master Plan, this forecasting model was updated and refined to reflect additional information on development and growth in the City. This updated model forms the basis for projections in this report.

Projected 10-year growth in daily trips generated or ending in Lehi City were developed based on projected 2023 development condition.

Table ES-1
Projected 10-Year Growth in Transportation Demand

Year	Total Daily Trip Ends
2023	400,842
2033	530,572
2050	689,296
Build Out	**857,872**

EXISTING CAPACITY AVAILABLE TO SERVE FUTURE GROWTH

Projected future growth will be met through a combination of available excess capacity in existing facilities and construction of additional capacity in new facilities. Existing capacity available to serve new growth in transportation facilities was determined by analyzing the updated Lehi travel demand-forecasting model. According to the traffic model results, the existing City transportation network is roughly 43.0 percent utilized. This leaves roughly 57.0 percent available to serve future growth. Within the next 10 years, growth within Lehi City is expected to add demand that will use additional capacity in existing infrastructure as detailed in Table ES-2.

REQUIRED SYSTEM IMPROVEMENTS

Beyond available existing capacity, additional improvements to Lehi City facilities that will be required to serve new growth were identified by Lehi City personnel and are summarized in Table ES-3. All costs are given in 2025 Dollars.

Table ES-2
Summary of Lehi City Existing Facility Capacity Used by Future Growth

Project No.	Project Name	Percent to Existing	Percent to 10-year Growth	Percent to 10-year Growth in Pass Thru	Percent to Growth Beyond 10 Years	Cost to Existing	Cost to 10-year Growth	Cost to 10-year Growth in Pass Thru	Cost to Growth Beyond 10 Years	Total Project Costs
4	Triumph Blvd	42.29%	33.43%	0.60%	23.69%	$536,875	$424,422	$7,618	$300,723	$1,269,637
5	Triumph Blvd	39.50%	34.25%	0.60%	25.65%	$297,849	$258,262	$4,524	$193,414	$754,049
6	700 South	46.73%	15.12%	0.00%	38.15%	$80,735	$26,129	$0	$65,922	$172,786
7	700 South	46.73%	15.12%	0.00%	38.15%	$506,398	$163,893	$0	$413,490	$1,083,781
8	3600 West	42.50%	32.50%	3.40%	21.60%	$697,493	$533,377	$55,799	$354,490	$1,641,159
8b	600 East: Dry Creek to 2600 North	0.00%	100.00%	0.00%	0.00%	$0	$3,570,000	$0	$0	$3,570,000
9	2600 North	66.67%	0.00%	0.00%	33.33%	$1,003,029	$0	$0	$501,514	$1,504,543
10	1500 North	87.50%	0.00%	9.50%	3.00%	$885,440	$0	$96,133	$30,358	$1,011,931
11	1200 West	47.73%	20.45%	1.20%	30.62%	$171,996	$73,713	$4,324	$110,340	$360,373
12	1200 West	64.17%	15.00%	1.10%	19.73%	$133,213	$31,141	$2,284	$40,967	$207,605
13	1200 West	57.22%	37.22%	1.10%	4.46%	$127,016	$82,622	$2,442	$9,890	$221,969
13b	2300 West: Main Street to 2100 North	40.53%	19.53%	8.37%	31.58%	$3,928,500	$1,891,500	$814,800	$3,065,200	$9,700,000
14	3200 North	56.88%	0.00%	0.00%	43.13%	$546,843	$0	$0	$414,640	$961,483
14b	700 South: 2300 West to 500 West	46.73%	15.12%	0.00%	38.15%	$803,670	$260,098	$0	$656,232	$1,720,000
15	Traverse Mtn Blvd	46.73%	15.12%	0.00%	38.15%	$784,515	$253,903	$0	$640,581	$1,679,000
15b	1100 West / Main Street	82.35%	0.00%	0.00%	17.65%	$469,412	$0	$0	$100,588	$570,000
16	Center St	46.73%	15.12%	0.00%	38.15%	$513,977	$166,345	$0	$419,678	$1,100,000
17	Center St	82.50%	17.50%	0.00%	0.00%	$83,160	$17,640	$0	$0	$100,800
18	Traffic Signals	46.73%	15.12%	0.00%	38.15%	$467,252	$151,223	$0	$381,525	$1,000,000
19	Road Widening	46.73%	15.12%	0.00%	38.15%	$584,064	$189,029	$0	$476,907	$1,250,000
20	2300 West	57.67%	22.33%	1.80%	18.20%	$174,183	$67,458	$5,437	$54,973	$302,052
21	2300 West	56.45%	20.97%	1.60%	20.98%	$166,847	$61,972	$4,729	$62,010	$295,557
22	700 South	46.73%	15.12%	0.00%	38.15%	$70,245	$22,734	$0	$57,357	$150,336
23	4600 West	46.73%	15.12%	0.00%	38.15%	$104,197	$33,723	$0	$85,080	$222,999
24	4800 West	46.73%	15.12%	0.00%	38.15%	$399,756	$129,379	$0	$326,413	$855,548
25	N Frontage Rd	40.77%	5.38%	0.00%	53.85%	$498,813	$65,881	$0	$658,810	$1,223,504
26	Flight Park Rd	46.73%	15.12%	0.00%	38.15%	$630,881	$204,181	$0	$515,134	$1,350,196
27	N Frontage Rd	22.46%	77.14%	0.40%	0.00%	$200,245	$687,863	$3,567	$0	$891,674
	Additional Projects	46.73%	15.12%	0.00%	38.15%	$3,386,012	$1,095,861	$0	$2,764,784	$7,246,657
TOTAL COSTS		**43.03%**	**24.67%**	**2.36%**	**29.94%**	**$18,252,615**	**$10,462,347**	**$1,001,657**	**$12,701,020**	**$42,417,639**

Note: Projects labeled with a "b" are projects identified in the most recent 2023 Lehi Transportation Master Plan but have since been completed. All other projects have consistent numbering with the 2015 Lehi Transportation IFFP and Master Plan.

Table ES-3
Summary of Lehi City Transportation Project Costs Allocated to Projected Development, 10-Year Planning

Project No.	Project Name	Percent to Existing	Percent to 10-year Growth	Percent to 10-year Growth in Pass Thru	Percent to Growth Beyond 10 Years	Cost to Existing	Cost to 10-year Growth	Cost to 10-year Growth in Pass Thru	Cost to Growth Beyond 10 Years	Total Project Costs
1	Flight Park Road: East Frontage Road to Mountain Point Blvd	0.00%	37.04%	0.00%	62.96%	$0	$151,852	$0	$258,148	$410,000
3	Skye Center Street Improvements	0.00%	100.00%	0.00%	0.00%	$0	$1,590,000	$0	$0	$1,590,000
12	Triumph Blvd: 2100 North to 2150 North	78.95%	16.34%	4.08%	0.63%	$691,576	$143,112	$35,776	$5,536	$876,000
16	300 West: North of 300 North (East Side)	46.73%	15.12%	0.00%	38.15%	$67,284	$21,776	$0	$54,940	$144,000
18	Highland Blvd: 11800 North to Grant Blvd	0.00%	100.00%	0.00%	0.00%	$0	$350,000	$0	$0	$350,000
19	1200 East: 2600 North to Utah Highlands Dr	72.00%	24.17%	3.83%	0.00%	$664,560	$223,117	$35,323	$0	$923,000
20	3600 West: 900 North to 2100 North	0.00%	41.71%	13.17%	45.11%	$0	$641,561	$202,601	$693,838	$1,538,000
22	1500 North: 3600 West to 2300 West	45.10%	54.90%	0.00%	0.00%	$231,353	$281,647	$0	$0	$513,000
23	2300 West: Pioneer Crossing to Main Street	44.30%	17.20%	7.40%	31.10%	$5,231,830	$2,031,320	$873,940	$3,672,910	$11,810,000
24	500 West: Main St to State St	26.67%	4.00%	0.00%	69.33%	$464,806	$69,720	$0	$1,208,474	$1,743,000
26	900 North: 600 East to American Fork	0.00%	66.00%	34.00%	0.00%	$0	$304,260	$156,740	$0	$461,000
27	400 East: 300 North to State Street	46.73%	15.12%	0.00%	38.15%	$206,057	$66,688	$0	$168,255	$441,000
28	500 East: 300 North to 400 North	0.00%	74.36%	0.00%	25.64%	$0	$68,410	$0	$23,590	$92,000
29	300 North: 720 East to 850 East	0.00%	76.92%	0.00%	23.08%	$0	$94,615	$0	$28,385	$123,000
30	1300 South: 1400 West to 1700 West	0.00%	28.39%	0.00%	71.62%	$0	$320,183	$0	$807,817	$1,128,000
31	Pony Express Pkwy: Center St to American Fork	0.00%	13.00%	87.00%	0.00%	$0	$1,214,200	$8,125,800	$0	$9,340,000
33	Traffic Signals Multiple Locations (16)	46.73%	15.12%	0.00%	38.15%	$1,992,354	$644,802	$0	$1,626,844	$4,264,000
NA	Master Plans	35.00%	65.00%	0.00%	0.00%	$183,050	$339,950	$0	$0	$523,000
NA	IFFP and IFA	0.00%	100.00%	0.00%	0.00%	$0	$34,000	$0	$0	$34,000
TOTAL COSTS		**26.81%**	**23.67%**	**25.98%**	**23.55%**	**$9,732,870**	**$8,591,213**	**$9,430,180**	**$8,548,737**	**$36,303,000**

SECTION 1
INTRODUCTION

Lehi City has retained Bowen Collins & Associates (BC&A) and Zions Bank Public Finance (ZBPF) to prepare impact fee facility plans (IFFPs) for eight different services provided by the City. The subject of this IFFP document is transportation. The purpose of an IFFP is to identify demands placed upon City facilities by future development and evaluate how these demands will be met by the City. The IFFP is also intended to outline the improvements, which may be funded through impact fees.

Requirements for the preparation of an IFFP are outlined in Title 11, Chapter 36 of the Utah code (the Impact Fees Act). Under these requirements, an IFFP shall accomplish the following for each facility:

1. Identify the existing level of service
2. Establish a proposed level of service
3. Identify excess capacity to accommodate future growth
4. Identify demands placed upon existing public facilities by new development
5. Identify the means by which demands from new development will be met
6. Consider the following additional issues
    a. revenue sources to finance required system improvements
    b. necessity of improvements to maintain the proposed level of service
    c. need for facilities relative to planned locations of schools

The following sections of this report have been organized to address each of these requirements.

SECTION 2
EXISTING LEVEL OF SERVICE (11-36A-302.1.A.I)

Level of service is defined in the Impact Fees Act as "the defined performance standard or unit of demand for each capital component of a public facility within a service area". This section discusses the level of service being currently provided to existing users.

PERFORMANCE STANDARD

The performance standard defines the level of service the City has established to satisfy City and/or State performance requirements. For transportation systems, this can be complex, but is dependent on demand and capacity of roadways. This is explained in detail in the City's Transportation Master Plan. Level of Service (LOS) typically ranges from LOS A (free-flow traffic operations) to LOS F (where conditions are such that demand exceeds capacity). In the City's master plan, LOS is further defined by utilizing a ratio of volume to capacity (*v/c*). Low *v/c* ratios describe favorable traffic conditions, and therefore higher levels of service, while higher *v/c* ratios describe the poorest of traffic conditions and lowest levels of service. Detailed descriptions and *v/*c limits for each level of service can be found in the City's master plan document.

Level of service varies based on roadway size, use, and overall classification. According to Lehi City municipal code, all local and collector roads are required to maintain an LOS C or better ($0.50 > v/c$ ratio ≥ 0.75). Per the City's Transportation Master Plan, the acceptable threshold for arterial roads in Lehi City was determined to be LOS D ($0.75 > v/c$ ratio ≥ 0.85), which is based on UDOT's Roadway Design Manual of Instruction. It should be noted that this is a slight change from Lehi City's historic practice of requiring LOS C on all City streets. Allowing LOS D for arterial roads will apply to both existing and future development.

Planning-level capacity thresholds were also estimated in the City's master plan for each type of cross section. By estimating roadway capacities and using recent traffic counts, the *v/c* ratios can be calculated and LOS for each roadway segment determined.

UNIT OF DEMAND

It is necessary to define a unit of demand to describe projected transportation capacity used by both existing and future development. The unit of demand for transportation is being defined as an equivalent residential unit (ERU) and is based on trip generation. Based on the ITE trip generation rates, a single-family residential unit generates 9.09 trips per day (for both existing and future ERUs). Consequently, 9.09 trips per day becomes the definition of an ERU. ERUs for other development types may be calculated using the trip generation rates for the development type and the following formula:

$$\frac{Daily\ trip\ generation\ estimate^{1}}{9.09\ trips/day} \times Impact\ Fee\ per\ ERU = Impact\ Fee$$

[1] Unless other data is available, daily trips to be estimated based on land use type and ITE 12th edition trip generation rates. Note that ITE trip generation rates are for trips ends and include both trip starts and stops.

SECTION 3
PROPOSED LEVEL OF SERVICE (11-36A-302.1.B AND 11-36A-302.1.C.I)

The proposed level of service is the performance standard used to evaluate system needs in the future. The Impact Fee Act indicates that the proposed level of service may:

1. diminish or equal the existing level of service; or
2. exceed the existing level of service if, independent of the use of impact fees, the City implements and maintains the means to increase the level of service for existing demand within six years of the date on which new growth is charged for the proposed level of service.

No changes in the level of service are proposed for Lehi City. Future facilities will be constructed as needed to meet performance standards at the existing level of service. As will be discussed in detail in later sections of this document, the current transportation network in Lehi City does have a small number of existing deficiencies as documented in the City's Transportation Master Plan. However, these deficiencies are currently planned to be resolved within the timeframe mentioned above using funds outside impact fees.

The city has some bike lanes on roadways that are not considered as separate trails (and correspondingly have not been included in the City's Parks and Trails impact fees). The City's long-term plan is to increase the quantity of these bike lanes throughout the City. Where transportation projects include additional cost associated with bike lanes to be added to roadways where they do not currently exist, that portion of the project cost will be considered an increase in level of service and will be split proportionally between existing and future users.

SECTION 4
EXCESS CAPACITY TO ACCOMMODATE FUTURE GROWTH (11-36A-302.1.A.III)

Projected future growth will be met through a combination of available excess capacity in existing facilities and construction of additional capacity in new facilities.

EXISTING TRANSPORTATION INFRASTRUCTURE

A summary of the existing transportation facilities are contained in the following tables. Existing roadway classifications from the City's master plan are summarized in Table 4-1. Most city roads are composed of two- and three-lane cross sections with some five-lane cross sections.

Table 4-1
Summary of Existing Roadway System

Cross Section	Lane Configuration[1]	Capacity at LOS
Major Arterial	5	35,000
Minor Arterial	3	16,000
Major Collector	3	11,000
Minor Collector	2	8,500

[1] – Odd numbered lanes include a center two-way left-turn lane.

EXISTING DEMAND AND DETERMINATION OF EXCESS CAPACITY

The current demand on the existing transportation infrastructure was estimated by comparing roadway capacities to traffic counts where available, and the updated Lehi travel demand-forecasting model developed for the Transportation Master Plan. The results of this assessment are as follows:

To calculate the percentage of existing capacity to be used by future growth in existing facilities, existing and future demands were examined in the travel demand forecasting model for each roadway. The overall aggregate of trips used by existing, 10-year, and growth beyond the 10-year window was used to calculate excess capacity of existing assets.

As a result, the calculated percentage of existing capacity used by growth during the 10-year planning window is 24.67 percent of the qualifying actual system cost as detailed in Table 4-2. This total does not include any growth associated with pass through traffic (trips that neither begin nor end in Lehi City but that utilize City facilities), as will be discussed in Section 5.

Table 4-2
Summary of Lehi City Existing Facility Capacity Used by Future Growth

Project No.	Project Name	Percent to Existing	Percent to 10-year Growth	Percent to 10-year Growth in Pass Thru	Percent to Growth Beyond 10 Years	Cost to Existing	Cost to 10-year Growth	Cost to 10-year Growth in Pass Thru	Cost to Growth Beyond 10 Years	Total Project Costs
4	Triumph Blvd	42.29%	33.43%	0.60%	23.69%	$536,875	$424,422	$7,618	$300,723	$1,269,637
5	Triumph Blvd	39.50%	34.25%	0.60%	25.65%	$297,849	$258,262	$4,524	$193,414	$754,049
6	700 South	46.73%	15.12%	0.00%	38.15%	$80,735	$26,129	$0	$65,922	$172,786
7	700 South	46.73%	15.12%	0.00%	38.15%	$506,398	$163,893	$0	$413,490	$1,083,781
8	3600 West	42.50%	32.50%	3.40%	21.60%	$697,493	$533,377	$55,799	$354,490	$1,641,159
8b	600 East: Dry Creek to 2600 North	0.00%	100.00%	0.00%	0.00%	$0	$3,570,000	$0	$0	$3,570,000
9	2600 North	66.67%	0.00%	0.00%	33.33%	$1,003,029	$0	$0	$501,514	$1,504,543
10	1500 North	87.50%	0.00%	9.50%	3.00%	$885,440	$0	$96,133	$30,358	$1,011,931
11	1200 West	47.73%	20.45%	1.20%	30.62%	$171,996	$73,713	$4,324	$110,340	$360,373
12	1200 West	64.17%	15.00%	1.10%	19.73%	$133,213	$31,141	$2,284	$40,967	$207,605
13	1200 West	57.22%	37.22%	1.10%	4.46%	$127,016	$82,622	$2,442	$9,890	$221,969
13b	2300 West: Main Street to 2100 North	40.53%	19.53%	8.37%	31.58%	$3,928,500	$1,891,500	$814,800	$3,065,200	$9,700,000
14	3200 North	56.88%	0.00%	0.00%	43.13%	$546,843	$0	$0	$414,640	$961,483
14b	700 South: 2300 West to 500 West	46.73%	15.12%	0.00%	38.15%	$803,670	$260,098	$0	$656,232	$1,720,000
15	Traverse Mtn Blvd	46.73%	15.12%	0.00%	38.15%	$784,515	$253,903	$0	$640,581	$1,679,000
15b	1100 West / Main Street	82.35%	0.00%	0.00%	17.65%	$469,412	$0	$0	$100,588	$570,000
16	Center St	46.73%	15.12%	0.00%	38.15%	$513,977	$166,345	$0	$419,678	$1,100,000
17	Center St	82.50%	17.50%	0.00%	0.00%	$83,160	$17,640	$0	$0	$100,800
18	Traffic Signals	46.73%	15.12%	0.00%	38.15%	$467,252	$151,223	$0	$381,525	$1,000,000
19	Road Widening	46.73%	15.12%	0.00%	38.15%	$584,064	$189,029	$0	$476,907	$1,250,000
20	2300 West	57.67%	22.33%	1.80%	18.20%	$174,183	$67,458	$5,437	$54,973	$302,052
21	2300 West	56.45%	20.97%	1.60%	20.98%	$166,847	$61,972	$4,729	$62,010	$295,557
22	700 South	46.73%	15.12%	0.00%	38.15%	$70,245	$22,734	$0	$57,357	$150,336
23	4600 West	46.73%	15.12%	0.00%	38.15%	$104,197	$33,723	$0	$85,080	$222,999
24	4800 West	46.73%	15.12%	0.00%	38.15%	$399,756	$129,379	$0	$326,413	$855,548
25	N Frontage Rd	40.77%	5.38%	0.00%	53.85%	$498,813	$65,881	$0	$658,810	$1,223,504
26	Flight Park Rd	46.73%	15.12%	0.00%	38.15%	$630,881	$204,181	$0	$515,134	$1,350,196
27	N Frontage Rd	22.46%	77.14%	0.40%	0.00%	$200,245	$687,863	$3,567	$0	$891,674
	Additional Projects	46.73%	15.12%	0.00%	38.15%	$3,386,012	$1,095,861	$0	$2,764,784	$7,246,657
TOTAL COSTS		**43.03%**	**24.67%**	**2.36%**	**29.94%**	**$18,252,615**	**$10,462,347**	**$1,001,657**	**$12,701,020**	**$42,417,639**

Note: Projects labeled with a "b" are projects identified in the most recent 2023 Lehi Transportation Master Plan but have since been completed. All other projects have consistent numbering with the 2015 Lehi Transportation IFFP and Master Plan.

SECTION 5
DEMANDS PLACED ON FACILITIES BY NEW DEVELOPMENT (11-36A-302.1.A.IV)

Ten-year growth in transportation demand was estimated and is included in Table 5-1. Total trip generation is based on the regional travel demand-forecasting model. The division between residential and non-residential trips is based on ITE trip generation rates.

Table 5-1
Projected 10-Year Growth in Transportation Demand

Year	Total Daily Trip Ends
2023	400,842
2033	530,572
2050	689,296
Build Out	857,872

PASS THROUGH TRAFFIC

Pass through traffic refers to the demand on City transportation facilities created by trips that do not start or end in Lehi City. As a result, demand associated with pass through traffic is not associated with existing or future Lehi City residents and must be accounted for separately in the impact fee analysis. In Lehi City, most of the pass through traffic is on facilities owned by the Utah Department of Transportation (UDOT) such as Interstate-15 and Pioneer Crossing. Since these facilities are not part of the Lehi transportation impact fee, pass through traffic on these roadways can be ignored. However, some pass through traffic on City streets must be included in the analysis. This traffic is largely associated with access to the communities of Saratoga Springs and Eagle Mountain located to the west of Lehi.

Since Table 5-1 includes only trips either starting or ending in Lehi City, pass through traffic does not show up in these numbers. Instead, pass through traffic must be evaluated on a street-by-street basis as will be detailed in subsequent sections. Existing and future pass through traffic by street has been based on traffic model results from the City's Transportation Master Plan.

PASS BY TRAFFIC

Pass by traffic refers to stops associated with traffic that is already on the road heading to other destinations. This traffic is largely associated with "side" trips (i.e. to a convenience store on the way to another principal destination) that would not occur otherwise. As a result, pass by traffic will show up as projected trip starts and stops, but does not create additional demand on City transportation facilities since the trip is being motivated by another destination. Because these trips do not result in additional demand on transportation facilities, they need to be removed from the calculation and administration of impact fees.

To account for this issue, pass by traffic has been removed from the non-residential transportation demand shown in Table 5-1. This has been based on the weighted average pass-by percentage of 25.98 percent for all commercial uses (using estimated growth in Lehi City of the various non-residential land use types).

SECTION 6
INFRASTRUCTURE REQUIRED TO MEET DEMANDS OF NEW DEVELOPMENT (11-36A-302.1.A.V)

To satisfy the requirements of state law, demand placed upon existing system facilities by future development was projected using the process outlined below. These steps were completed as part of the City's master plan's development.

1. **Existing Demand** – The demand of existing development was determined by measuring the current transportation demand on facilities.
2. **Existing Capacity** – The capacities of the existing roadways were identified based on the street cross-sections.
3. **Existing Deficiencies** – Existing deficiencies in the system were looked for by comparing defined levels of service against calculated capacities.
4. **Future Demand** - The demand that future development will place on the system was estimated based on development projections as discussed in Section 5.
5. **Future Deficiencies** - Future deficiencies in the transportation infrastructure were identified in a model of the City's transportation system based on the defined level of service and assessing future growth as projected in Section 5.
6. **Recommended Improvements** – As a part of the City's transportation master plan development, the existing transportation system and future traffic projections were analyzed in detail to determine what facilities will be needed to serve new growth.

The steps listed above describe the "demands placed upon existing public facilities by new development activity at the proposed level of service; and… the means by which the political subdivision or private entity will meet those growth demands" (Section 11-36a-302-1.a of the Utah Code).

INFRASTRUCTURE NEEDS FOR TRANSPORTATION

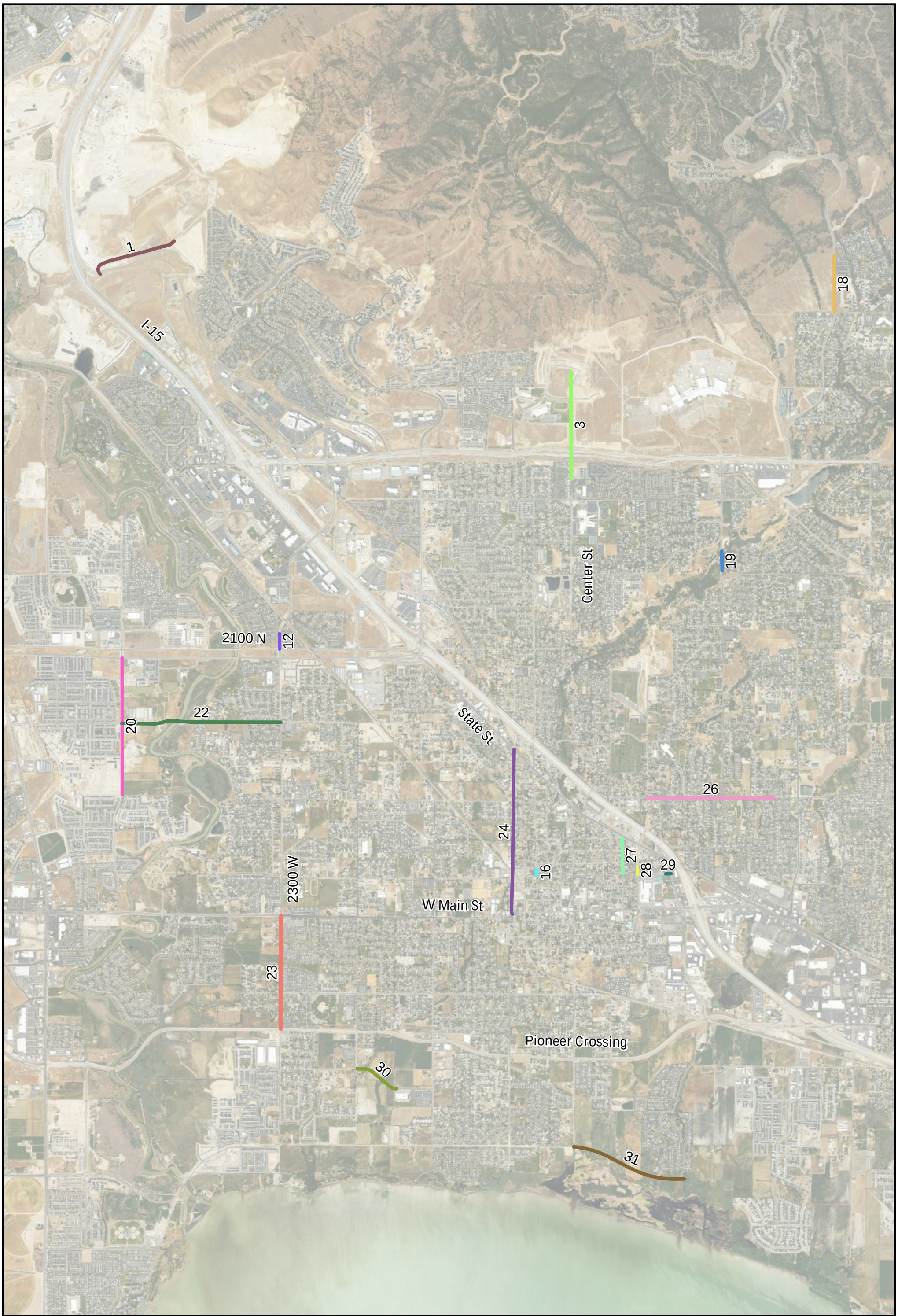
Additional transportation projects will be required to meet transportation infrastructure needs in Lehi City at future conditions. These projects will ensure that the existing LOS is maintained. Many improvements in the City will be completed by Lehi City, and some projects will be completed by other entities. Projects completed as part of the Metropolitan Transportation Plan for Utah County will not be discussed as part of this IFFP.

10-YEAR IMPROVEMENT PLAN

Only infrastructure to be constructed by Lehi City within a ten-year horizon will be considered in the calculation of these impact fees. Use of a ten-year planning horizon will help avoid uncertainty surrounding improvements further into the future. Table 6-1 summarizes the projects that will need to be constructed within the next ten years as identified by Lehi City personnel. Only impact fee eligible projects and project costs are included. Projects in the Transportation Master Plan excluded from this table consist of project level only projects, projects exclusively needed to resolve existing deficiencies, and pass through projects that are funded via other entities. The

location of projects summarized in Table 6-1 are shown in Figure 6-1. Several items should be noted regarding these projects:

- The exact years for the construction of traffic signals are unknown (Project No. 33). The costs for an additional 16 traffic signals have been spread over the next ten years for planning purposes.
- Growth within the City will be the primary motivation for most of the projects, and therefore the timing of projects beyond the short-term planning window may be expedited or deferred depending on the rate of development.



LEHI CITY

TRANSPORTATION IMPACT FEE FACILITY PLAN

10-YEAR TRANSPORTATION PROJECTS

NORTH:

SCALE: 0 3,000 Feet

FIGURE NO. 6-1

BOWEN COLLINS & ASSOCIATES

Table 6-1
Summary of Lehi City 10-Year Transportation Project Costs

1	Flight Park Road: East Frontage Road to Mountain Point Blvd	2025	$410,000
3	Skye Center Street Improvements	2025	$1,590,000
12	Triumph Blvd: 2100 North to 2150 North	2025	$876,000
16	300 West: North of 300 North (East Side)	2025	$144,000
18	Highland Blvd: 11800 North to Grant Blvd	2025 - 2033	$350,000
19	1200 East: 2600 North to Utah Highlands Dr	2025 - 2033	$923,000
20	3600 West: 900 North to 2100 North	2025 - 2033	$1,538,000
22	1500 North: 3600 West to 2300 West	2025 - 2033	$513,000
23	2300 West: Pioneer Crossing to Main Street	2025 - 2033	$11,810,000
24	500 West: Main St to State St	2025 - 2033	$1,743,000
26	900 North: 600 East to American Fork	2025 - 2033	$461,000
27	400 East: 300 North to State Street	2025 - 2033	$441,000
28	500 East: 300 North to 400 North	2025 - 2033	$92,000
29	300 North: 720 East to 850 East	2025 - 2033	$123,000
30	1300 South: 1400 West to 1700 West	2025 - 2033	$1,128,000
31	Pony Express Pkwy: Center St to American Fork	2025 - 2033	$9,340,000
33	Traffic Signals Multiple Locations (16)	2025 - 2033	$4,264,000
NA	Master Plans	2024-2025	$523,000
NA	IFFP and IFA	2024-2025	$34,000
TOTAL COSTS			**$36,303,000**

Notes: [1] Cost estimates are in 2025 dollars. Inflation is not included.
[2] Does not include value of developer contributed ROW.

PROJECT COST ATTRIBUTABLE TO 10-YEAR GROWTH

To satisfy the requirements of state law, Table 6-2 provides a breakdown of the capital facility projects and the percentage of the project costs attributed to future users. As defined in Section 11-36-304, the impact fee facilities plan should only include "the proportionate share of the costs of public facilities [that] are reasonably related to the new development activity."

Included in the tables is a breakdown of capacity associated with growth through the next 10 years, growth in the next 10 years attributed to pass-through traffic, and for growth beyond 10 years. Some new roadways proposed in the impact fee facility plan will include capacity for growth beyond the 10-year planning window. To most accurately evaluate the cost of providing service for growth during the next ten years, added consideration has been given to evaluating how much of each roadway will be used in the next 10 years.

For some projects, the division of costs between existing and future users is easy because 100 percent of the project costs can be attributed to one category or the other (e.g. infrastructure needed solely to serve new development can be 100 percent attributed to new growth). However, some projects will benefit both future and existing users. This includes expansion of an existing road or locations where no road currently exists, but a new facility is being added that provides a more convenient route for existing traffic. In this type of situation, costs have been divided between the two categories based on the ratio of traffic associated with each type of user. For example, if the volume of traffic on a proposed road associated with existing traffic will be 4000 trips but the ultimate capacity of the roadway needs to accommodate 10,000 trips to meet future growth, 40 percent of the costs of the project have been assigned to existing users with 60 percent assigned to future growth.

BASIS OF CONSTRUCTION COST ESTIMATES

The estimated cost of construction for projects to be completed within ten years is based on recent cost estimates for similar transportation construction and roadway improvement projects. Each project has been evaluated based on total asphalt width, ROW purchase (where required), and construction of additional facilities. All costs are given in 2025 dollars.

Table 6-2
Summary of Lehi City Transportation Project Costs Allocated to Projected Development, 10-Year Planning

Project No.	Project Name	Percent to Existing	Percent to 10-year Growth	Percent to 10-year Growth in Pass Thru	Percent to Growth Beyond 10 Years	Cost to Existing	Cost to 10-year Growth	Cost to 10-year Growth in Pass Thru	Cost to Growth Beyond 10 Years	Total Project Costs
1	Flight Park Road: East Frontage Road to Mountain Point Blvd	0.00%	37.04%	0.00%	62.96%	$0	$151,852	$0	$258,148	$410,000
3	Skye Center Street Improvements	0.00%	100.00%	0.00%	0.00%	$0	$1,590,000	$0	$0	$1,590,000
12	Triumph Blvd: 2100 North to 2150 North	78.95%	16.34%	4.08%	0.63%	$691,576	$143,112	$35,776	$5,536	$876,000
16	300 West: North of 300 North (East Side)	46.73%	15.12%	0.00%	38.15%	$67,284	$21,776	$0	$54,940	$144,000
18	Highland Blvd: 11800 North to Grant Blvd	0.00%	100.00%	0.00%	0.00%	$0	$350,000	$0	$0	$350,000
19	1200 East: 2600 North to Utah Highlands Dr	72.00%	24.17%	3.83%	0.00%	$664,560	$223,117	$35,323	$0	$923,000
20	3600 West: 900 North to 2100 North	0.00%	41.71%	13.17%	45.11%	$0	$641,561	$202,601	$693,838	$1,538,000
22	1500 North: 3600 West to 2300 West	45.10%	54.90%	0.00%	0.00%	$231,353	$281,647	$0	$0	$513,000
23	2300 West: Pioneer Crossing to Main Street	44.30%	17.20%	7.40%	31.10%	$5,231,830	$2,031,320	$873,940	$3,672,910	$11,810,000
24	500 West: Main St to State St	26.67%	4.00%	0.00%	69.33%	$464,806	$69,720	$0	$1,208,474	$1,743,000
26	900 North: 600 East to American Fork	0.00%	66.00%	34.00%	0.00%	$0	$304,260	$156,740	$0	$461,000
27	400 East: 300 North to State Street	46.73%	15.12%	0.00%	38.15%	$206,057	$66,688	$0	$168,255	$441,000
28	500 East: 300 North to 400 North	0.00%	74.36%	0.00%	25.64%	$0	$68,410	$0	$23,590	$92,000
29	300 North: 720 East to 850 East	0.00%	76.92%	0.00%	23.08%	$0	$94,615	$0	$28,385	$123,000
30	1300 South: 1400 West to 1700 West	0.00%	28.39%	0.00%	71.62%	$0	$320,183	$0	$807,817	$1,128,000
31	Pony Express Pkwy: Center St to American Fork	0.00%	13.00%	87.00%	0.00%	$0	$1,214,200	$8,125,800	$0	$9,340,000
33	Traffic Signals Multiple Locations (16)	46.73%	15.12%	0.00%	38.15%	$1,992,354	$644,802	$0	$1,626,844	$4,264,000
NA	Master Plans	35.00%	65.00%	0.00%	0.00%	$183,050	$339,950	$0	$0	$523,000
NA	IFFP and IFA	0.00%	100.00%	0.00%	0.00%	$0	$34,000	$0	$0	$34,000
TOTAL COSTS		**26.81%**	**23.67%**	**25.98%**	**23.55%**	**$9,732,870**	**$8,591,213**	**$9,430,180**	**$8,548,737**	**$36,303,000**

SECTION 7
ADDITIONAL CONSIDERATIONS

MANNER OF FINANCING (11-36A-302.2)

The City may fund the infrastructure identified in this IFFP through a combination of different revenue sources.

Federal and State Grants and Donations

Impact fees cannot reimburse costs funded or expected to be funded through federal grants and other funds that the City has received for capital improvements without an obligation to repay. Grants and donations are not currently contemplated in this analysis. If grants become available for constructing facilities, impact fees will need to be recalculated, and an appropriate credit given. Any existing infrastructure funded through past grants will be removed from the system value during the impact fee analysis.

Bonds

None of the costs contained in this IFFP include the cost of bonding. The cost of bonding required to finance impact fee eligible improvements identified in the IFFP may be added to the calculation of the impact fee. This will be considered in the impact fee analysis.

Interfund Loans

Because infrastructure must generally be built ahead of growth, often projects must be funded ahead of expected impact fee revenues. In some cases, the solution to this issue will be bonding. In others, funds from existing user rate revenue will be loaned to the impact fee fund to complete initial construction of the project and will be reimbursed later as impact fees are received. Consideration of potential interfund loans will be included in the impact fee analysis and should be considered in subsequent accounting of impact fee expenditures.

Impact Fees

It is recommended that impact fees be used to fund growth-related capital projects as they help to maintain the proposed level of service and prevent existing users from subsidizing the capital needs for new growth. Based on this IFFP, an impact fee analysis will be able to calculate a fair and legal fee that new growth should pay to fund the portion of the existing and new facilities that will benefit new development.

Developer Dedications and Exactions

Developer exactions are not the same as grants. Developer exactions may be considered in the inventory of current and future transportation infrastructure. If a developer constructs a facility or dedicates land within the development that is identified as a system level improvement in this IFFP, the value of the dedication is credited against that particular developer's impact fee liability.

If the value of the dedication/exaction is less than the development's impact fee liability, the developer will owe the balance of the liability to the City. If the value of the improvements dedicated is worth more than the development's impact fee liability, the City must reimburse the difference to the developer from impact fee revenues collected from other developments.

It should be emphasized that the concept of impact fee credits pertains to system level improvements only. For project level improvement (i.e. projects not identified in the impact fee facility plan), developers will be responsible for the construction of the improvements without credit against the impact fee.

No developer dedications are expected for infrastructure associated with this plan.

NECESSITY OF IMPROVEMENTS TO MAINTAIN LEVEL OF SERVICE (11-36A-302.3)

According to State statute, impact fees cannot be used to correct deficiencies in the system and must be necessary to maintain the proposed level of service established for all users. Only those projects or portions of projects that are required to maintain the proposed level of service for future growth have been included in this IFFP. This will result in an equitable fee as future users will not be expected to fund any portion of the projects that will benefit existing residents.

SCHOOL RELATED INFRASTRUCTURE (11-36A-302.2)

As part of the noticing and data collection process for this plan, information was gathered regarding future school district and charter school development. Where the City is aware of the planned location of a school, required public facilities to serve the school have been included in the impact fee analysis.

NOTICING AND ADOPTION REQUIREMENTS (11-36A-502)

The Impact Fees Act requires that entities must publish a notice of intent to prepare or modify any IFFP. If an entity prepares an independent IFFP rather than include a capital facilities element in the general plan, the actual IFFP must be adopted by enactment. Before the IFFP can be adopted, a reasonable notice of the public hearing must be published in a local newspaper at least 10 days before the actual hearing. A copy of the proposed IFFP must be made available in each public library within the City during the 10-day noticing period for public review and inspection. Utah Code requires that the City must post a copy of the ordinance in at least three places. These places may include the City offices and the public libraries within the City's jurisdiction. Following the 10-day noticing period, a public hearing will be held, after which the City may adopt, amend and adopt, or reject the proposed IFFP.

SECTION 8
IMPACT FEE CERTIFICATION (11-36A-306.1)

This report has been prepared in accordance with Utah Code Title 11 Chapter 36a (the "Impact Fees Act"), which prescribes the laws pertaining to Utah municipal capital facilities plans and impact fee analyses. The accuracy of this report relies upon the planning, engineering, and other source data, which was provided by the City and their designees.

In accordance with Utah Code Annotated, 11-36a-306(1), Bowen Collins & Associates, makes the following certification:

I certify that this impact fee facility plan:

1. Includes only the cost of public facilities that are:
    a. allowed under the Impact Fees Act; and
    b. actually incurred; or
    c. projected to be incurred or encumbered within six years after the day on which each impact fee is paid;
2. Does not include:
    a. costs of operation and maintenance of public facilities;
    b. cost of qualifying public facilities that will raise the level of service for the facilities, through impact fees, above the level of service that is supported by existing residents;
    c. an expense for overhead, unless the expense is calculated pursuant to a methodology that is consistent with generally accepted cost accounting practices and the methodological standards set forth by the federal Office of Management and Budget for federal grant reimbursement; and
3. Complies in each and every relevant respect with the Impact Fees Act.



Dated: December 31, 2025

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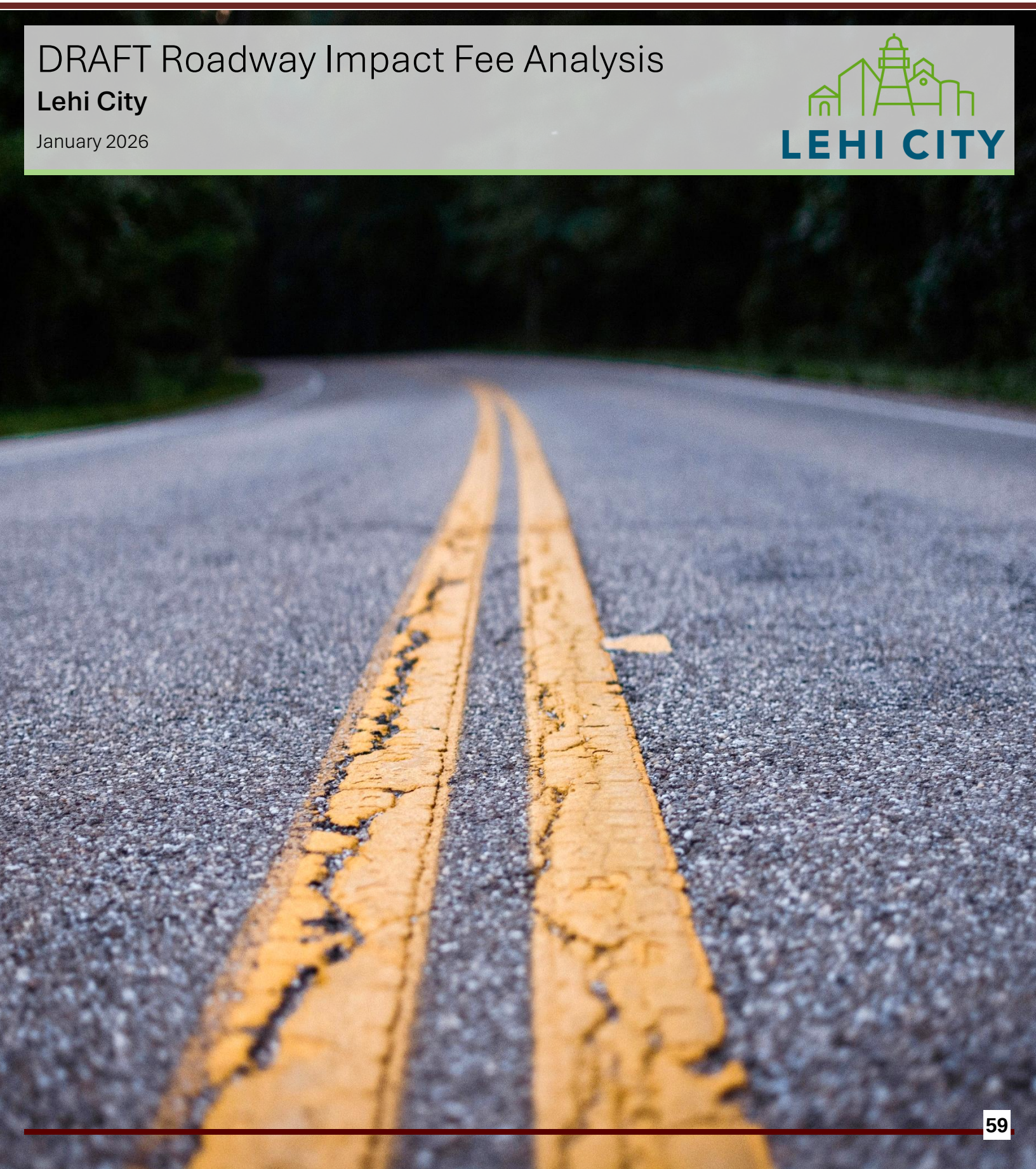
BOWEN COLLINS
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ZIONS PUBLIC FINANCE, INC.

DRAFT Roadway Impact Fee Analysis

Lehi City

January 2026



Roadway Impact Fee Analysis

Summary

This Impact Fee Analysis (IFA) is based on the information provided in the Lehi City Impact Fee Facilities Plan for Transportation (IFFP) dated December 2025 and prepared by Bowen Collins & Associates.

Projected Growth. The IFFP projects that new development in Lehi will grow by 129,730 average daily trips (ADTs) between 2023 and 2033 (IFFP, p. ES-1). This growth will consume existing excess capacity and will require the construction of new transportation improvements to maintain the existing levels of service.

Service Levels. The IFFP defines the services level for collector roads as Level of Service (LOS) C and for arterial roads as LOS D. No changes in the level of service are proposed for Lehi City.[1]

Service Areas. Lehi City ("City") includes one roadway service area that corresponds to existing City boundaries.

Excess Capacity. The calculated percentage of existing capacity used by growth during the 10-year planning window is 24.67 percent of the qualifying actual system cost or $10,462,347.

New Construction. The IFFP identifies a total of 19 roadway projects related to new growth between 2023 and 2033 at a total cost of $8,557,213.[2]

Other Costs. Other eligible costs include the cost of preparing the Transportation IFFP and IFA.

Credits for Projects that Benefit Existing Development. The IFFP identifies nine of the new construction projects, at a total cost of $9,732,870 that will benefit existing development between 2023 and 2033. Therefore, a credit must be made so that new development does not pay more than its proportionate share – once in the form of impact fees and then again through higher taxes over time to pay for the portion of the roads that benefit existing development.

Credits for Outstanding Bonds. Lehi City does not currently have any outstanding bonds used to pay for roadway improvements.

Proportionate Share Analysis. A summary of the proportionate share analysis is as follows:

TABLE 1: PROPORTIONATE SHARE ANALYSIS - COST PER TRIP BEFORE CREDITS

Gross Cost per Trip	Amount
Buy-In Cost	$80.65
New Road Construction	$65.96
Consultant Cost	$0.26
Fund Balance Credit	$0.00
Gross Cost per Trip	**$146.87**

[1] IFFP, p. 2-1 and 2-2.
[2] IFFP, p. 6-6. IFFP and IFA costs are treated separately in this analysis.

The cost per trip is $146.87 before credits for existing deficiencies. This cost per trip is reduced by the credit for existing deficiencies to arrive at a maximum cost per trip per year.

TABLE 2: CREDIT FOR EXISTING DEFICIENCIES

Year	Gross Cost per Trip	Credit for Existing Deficiencies	Max Cost per Trip
2026	$146.87	($12.66)	$134.21
2027	$146.87	($11.47)	$135.40
2028	$146.87	($10.26)	$136.61
2029	$146.87	($9.05)	$137.82
2030	$146.87	($7.82)	$139.05
2031	$146.87	($6.57)	$140.30
2032	$146.87	($5.31)	$141.56
2033	$146.87	($4.03)	$142.84
2034	$146.87	($2.73)	$144.14
2035	$146.87	($1.39)	$145.48

The maximum cost per trip per year is then applied to standards set by the Institute of Transportation Engineers (ITE) to evaluate the number of daily trips per development type. Table 3 below shows basic categories from the ITE manual, 12th edition for which the City can charge impact fees and illustrates how fees are calculated based on the number of daily trips generated by land use type and trips per unit. For a land use type that does not fit easily into the categories in Tables 3 and 4, the City may choose, at its discretion, to refer to additional land use categories as found in the ITE manual, 12th edition.

TABLE 3: RECOMMENDED MAXIMUM TRANSPORTATION IMPACT FEES INTO MAJOR GROUPINGS, YEAR 2026 MAXIMUM FEE PER UNIT

ITE Code	ITE Land Use, 12th Edition	Unit	ITE Daily Trip Rate*	Pass-By	Adjusted Trip Rate	2026
130	Industrial Park 130	1000 Sq. Feet Gross Floor Area	2.68		2.68	$359.68
140	Manufacturing	1000 Sq. Feet Gross Floor Area	4.27		4.27	$573.07
150	Warehousing	1000 Sq. Feet Gross Floor Area	1.38		1.38	$185.21
151	Mini-Warehouse	1000 Sq. Feet Gross Floor Area	1.29		1.29	$173.13
151	Mini-Warehouse	Storage Units (100s)	17.96		17.96	$2,410.38
210	Single-Family Detached Housing	Dwelling Unit	9.09		9.09	$1,219.95
215	Single-Family Attached Housing (shared wall with adjoining unit)	Dwelling Unit	6.57		6.57	$881.75
220	Multifamily Housing (Low-Rise) - Not Close to Rail Transit	Dwelling Unit	6.21		6.21	$833.43
221	Multifamily Housing (Mid-Rise)	Dwelling Unit	4.46		4.46	$598.57

ITE Code	ITE Land Use, 12th Edition	Unit	ITE Daily Trip Rate*	Pass-By	Adjusted Trip Rate	2026
	- Not Close to Rail Transit 4-10 stories					
240	Mobile Home Park	Occupied Dwelling Unit	7.87		7.87	$1,056.22
254	Assisted Living	Bed	4.14		4.14	$555.62
310	Hotel	Room	5.84		5.84	$783.77
445	Movie Theater	Movie Screens	78.09		78.09	$10,480.30
520	Elementary School	Students	2.27		2.27	$304.65
522	Middle School / Junior High School	Students	2.09		2.09	$280.49
525	High School	Students	1.94		1.94	$260.36
530	Private School (K-8)	Students	4.11		4.11	$551.59
560	Church	1000 Sq. Feet Gross Floor Area	31.46		31.46	$4,222.18
565	Day Care Center	1000 Sq. Feet Gross Floor Area	39.30	44%	22.01	$2,953.65
590	Library	1000 Sq. Feet Gross Floor Area	72.05		72.05	$9,669.69
610	Hospital	1000 Sq. Feet Gross Floor Area	23.87		23.87	$3,203.54
710	General Office Building	1000 Sq. Feet Gross Floor Area	7.83		7.83	$1,050.85
720	Medical-Dental Office Building - Stand-Alone	1000 Sq. Feet Gross Floor Area	34.03		34.03	$4,567.10
770	Business Park	1000 Sq. Feet Gross Floor Area	9.97		9.97	$1,338.05
812	Building Material and Lumber Store	1000 Sq. Feet Gross Floor Area	11.70		11.70	$1,570.23
817	Nursery (Garden Center)	1000 Sq. Feet Gross Floor Area	68.10		68.10	$9,139.56
820	Shopping Center (>300k)	1000 Sq. Feet Gross Leasable Area	36.39	19%	29.48	$3,955.90
820	Shopping Center (150-300k)	1000 Sq. Feet Gross Leasable Area	36.39	29%	25.84	$3,467.52
821	Shopping Plaza (40-150k) - Supermarket - Yes	1000 Sq. Feet Gross Leasable Area	101.43	40%	60.86	$8,167.63
821	Shopping Plaza (40-150k) - Supermarket - No	1000 Sq. Feet Gross Leasable Area	65.38	40%	39.23	$5,264.71
822	Strip Retail Plaza (<40k)	1000 Sq. Feet Gross Leasable Area	54.45	40%	32.67	$4,384.57
840	Automobile Sales (New)	1000 Sq. Feet Gross Floor Area	27.84		27.84	$3,736.35
841	Automobile Sales (Used)	1000 Sq. Feet Gross Floor Area	27.06		27.06	$3,631.67
848	Tire Store	1000 Sq. Feet Gross Floor Area	28.54	25%	21.41	$2,872.72
850	Supermarket	1000 Sq. Feet Gross Floor Area	92.29	24%	70.14	$9,413.40
851	Convenience Market	1000 Sq. Feet Gross Floor Area	651.94	51%	319.45	$42,872.82

ITE Code	ITE Land Use, 12th Edition	Unit	ITE Daily Trip Rate*	Pass-By	Adjusted Trip Rate	2026
912	Drive-in Bank	1000 Sq. Feet Gross Floor Area	98.85	35%	64.25	$8,623.20
932	High-Turnover (Sit-Down) Restaurant	1000 Sq. Feet Gross Floor Area	103.75	43%	59.14	$7,936.72
933	Fast Food without Drive-Through Window	1000 Sq. Feet Gross Floor Area	413.41	55%	186.03	$24,967.32
934	Fast-Food Restaurant with Drive-Through Window	1000 Sq. Feet Gross Floor Area	448.12	55%	201.65	$27,063.58
942	Automobile Care Center ***	1000 Sq. Feet Gross Floor Area	41.61		41.61	$5,584.39
944	Gasoline/Service Station	Vehicle Fueling Position	172.01	57%	73.96	$9,926.60
945	Convenience Store/Gas Station - GFA (2-4k)	Vehicle Fueling Position	211.05	56%	92.86	$12,462.82
945	Convenience Store/Gas Station - GFA (4-5.5k)	Vehicle Fueling Position	203.49	56%	89.54	$12,016.39
945	Convenience Store/Gas Station - GFA (5.5-10k)	Vehicle Fueling Position	203.35	56%	89.47	$12,008.13
947	Self Service Car Wash	Wash Stall	108.00		108.00	$14,494.46

*ITE Trip rates are based on the 12th edition, with the exception of churches, movie theaters, nurseries and self service car washes which are based on the 11th edition, due to lack of data in the 12th edition for those categories.

TABLE 4: RECOMMENDED MAXIMUM TRANSPORTATION IMPACT FEES INTO MAJOR GROUPINGS, YEARS 2027-2033 MAXIMUM FEE PER UNIT

ITE Code	ITE Land Use, 12th Edition	2027	2028	2029	2030	2031	2032	2033
130	Industrial Park 130	$362.88	$366.11	$369.37	$372.66	$376.00	$379.38	$382.81
140	Manufacturing	$578.17	$583.32	$588.51	$593.76	$599.07	$604.45	$609.92
150	Warehousing	$186.86	$188.52	$190.20	$191.89	$193.61	$195.35	$197.12
151	Mini-Warehouse	$174.67	$176.23	$177.79	$179.38	$180.98	$182.61	$184.26
151	Mini-Warehouse	$2,431.85	$2,453.49	$2,475.33	$2,497.40	$2,519.74	$2,542.39	$2,565.38
210	Single-Family Detached Housing	$1,230.82	$1,241.77	$1,252.82	$1,264.00	$1,275.30	$1,286.76	$1,298.40
215	Single-Family Attached Housing (shared wall with adjoining unit)	$889.60	$897.52	$905.51	$913.58	$921.75	$930.04	$938.45
220	Multifamily Housing (Low-Rise) - Not Close to Rail Transit	$840.86	$848.34	$855.89	$863.52	$871.25	$879.08	$887.03

ITE Code	ITE Land Use, 12th Edition	2027	2028	2029	2030	2031	2032	2033
221	Multifamily Housing (Mid-Rise) - Not Close to Rail Transit 4-10 stories	$603.90	$609.27	$614.70	$620.18	$625.73	$631.35	$637.06
240	Mobile Home Park	$1,065.63	$1,075.11	$1,084.68	$1,094.35	$1,104.14	$1,114.06	$1,124.14
254	Assisted Living	$560.57	$565.56	$570.59	$575.68	$580.83	$586.05	$591.35
310	Hotel	$790.76	$797.79	$804.90	$812.07	$819.34	$826.70	$834.18
445	Movie Theater	$10,573.67	$10,667.76	$10,762.72	$10,858.69	$10,955.82	$11,054.29	$11,154.24
520	Elementary School	$307.37	$310.10	$312.86	$315.65	$318.48	$321.34	$324.24
522	Middle School / Junior High School	$282.99	$285.51	$288.05	$290.62	$293.22	$295.86	$298.53
525	High School	$262.68	$265.02	$267.38	$269.76	$272.18	$274.62	$277.11
530	Private School (K-8)	$556.51	$561.46	$566.46	$571.51	$576.62	$581.80	$587.07
560	Church	$4,259.80	$4,297.70	$4,335.96	$4,374.62	$4,413.76	$4,453.42	$4,493.69
565	Day Care Center	$2,979.96	$3,006.48	$3,033.24	$3,060.29	$3,087.66	$3,115.42	$3,143.59
590	Library	$9,755.83	$9,842.65	$9,930.26	$10,018.80	$10,108.43	$10,199.28	$10,291.50
610	Hospital	$3,232.09	$3,260.85	$3,289.87	$3,319.21	$3,348.90	$3,379.00	$3,409.55
710	General Office Building	$1,060.21	$1,069.64	$1,079.17	$1,088.79	$1,098.53	$1,108.40	$1,118.42
720	Medical-Dental Office Building - Stand-Alone	$4,607.79	$4,648.79	$4,690.17	$4,731.99	$4,774.32	$4,817.23	$4,860.79
770	Business Park	$1,349.97	$1,361.99	$1,374.11	$1,386.36	$1,398.76	$1,411.34	$1,424.10
812	Building Material and Lumber Store	$1,584.22	$1,598.32	$1,612.55	$1,626.93	$1,641.48	$1,656.23	$1,671.21
817	Nursery (Garden Center)	$9,220.99	$9,303.04	$9,385.85	$9,469.54	$9,554.25	$9,640.12	$9,727.29
820	Shopping Center (>300k)	$3,991.14	$4,026.66	$4,062.50	$4,098.73	$4,135.39	$4,172.56	$4,210.29
820	Shopping Center (150-300k)	$3,498.41	$3,529.54	$3,560.96	$3,592.71	$3,624.85	$3,657.43	$3,690.50
821	Shopping Plaza (40-150k) - Supermarket - Yes	$8,240.40	$8,313.72	$8,387.72	$8,462.52	$8,538.22	$8,614.95	$8,692.85
821	Shopping Plaza (40-150k) - Supermarket - No	$5,311.61	$5,358.88	$5,406.58	$5,454.79	$5,503.59	$5,553.05	$5,603.26
822	Strip Retail Plaza (<40k)	$4,423.64	$4,463.00	$4,502.73	$4,542.88	$4,583.52	$4,624.71	$4,666.53
840	Automobile Sales (New)	$3,769.64	$3,803.18	$3,837.03	$3,871.25	$3,905.88	$3,940.98	$3,976.62
841	Automobile Sales (Used)	$3,664.02	$3,696.63	$3,729.53	$3,762.79	$3,796.45	$3,830.57	$3,865.20
848	Tire Store	$2,898.32	$2,924.11	$2,950.13	$2,976.44	$3,003.07	$3,030.06	$3,057.45
850	Supermarket	$9,497.27	$9,581.78	$9,667.07	$9,753.27	$9,840.51	$9,928.96	$10,018.74

ITE Code	ITE Land Use, 12th Edition	2027	2028	2029	2030	2031	2032	2033
851	Convenience Market	$43,254.78	$43,639.68	$44,028.12	$44,420.71	$44,818.08	$45,220.88	$45,629.78
912	Drive-in Bank	$8,700.02	$8,777.44	$8,855.57	$8,934.53	$9,014.46	$9,095.47	$9,177.72
932	High-Turnover (Sit-Down) Restaurant	$8,007.43	$8,078.69	$8,150.60	$8,223.27	$8,296.84	$8,371.40	$8,447.10
933	Fast Food without Drive-Through Window	$25,189.75	$25,413.90	$25,640.11	$25,868.74	$26,100.15	$26,334.73	$26,572.85
934	Fast-Food Restaurant with Drive-Through Window	$27,304.69	$27,547.66	$27,792.86	$28,040.69	$28,291.53	$28,545.80	$28,803.92
942	Automobile Care Center ***	$5,634.15	$5,684.28	$5,734.88	$5,786.01	$5,837.77	$5,890.24	$5,943.50
944	Gasoline/Service Station	$10,015.04	$10,104.16	$10,194.09	$10,284.99	$10,377.00	$10,470.26	$10,564.94
945	Convenience Store/Gas Station - GFA (2-4k)	$12,573.85	$12,685.74	$12,798.66	$12,912.78	$13,028.30	$13,145.39	$13,264.25
945	Convenience Store/Gas Station - GFA (4-5.5k)	$12,123.45	$12,231.33	$12,340.20	$12,450.24	$12,561.61	$12,674.51	$12,789.11
945	Convenience Store/Gas Station - GFA (5.5-10k)	$12,115.11	$12,222.91	$12,331.71	$12,441.67	$12,552.97	$12,665.79	$12,780.31
947	Self Service Car Wash	$14,623.59	$14,753.72	$14,885.05	$15,017.77	$15,152.12	$15,288.30	$15,426.54

Utah Code Legal Requirements

Utah law requires that communities prepare an Impact Fee Analysis (IFA) before enacting an impact fee. Utah law also requires that communities give notice of their intent to prepare and adopt an IFA. This IFA follows all legal requirements as outlined below. The City has retained Zions Public Finance Inc., to prepare this Impact Fee Analysis in accordance with legal requirements.

Notice of Intent to Prepare Impact Fee Analysis

A local political subdivision must provide written notice of its intent to prepare an IFA before preparing the Plan (Utah Code §11-36a-503). This notice must be posted on the Utah Public Notice website.

Preparation of Impact Fee Analysis

Utah Code requires that each local political subdivision, before imposing an impact fee, prepare an impact fee analysis. (Utah Code 11-36a-304).

Section 11-36a-304 of the Utah Code outlines the requirements of an impact fee analysis as follows:

(1) An impact fee analysis shall:

- (a) identify the anticipated impact on or consumption of any existing capacity of a public facility by the anticipated development activity;
- (b) identify the anticipated impact on system improvements required by the anticipated development activity to maintain the established level of service for each public facility;
- (c) demonstrate how the anticipated impacts described in Subsections (1)(a) and (b) are reasonably related to the anticipated development activity;
- (d) estimate the proportionate share of:
  - (i) the costs for existing capacity that will be recouped; and
  - (ii) the costs of impacts on system improvements that are reasonably related to the new development activity; and
- (e) identify how the impact fee was calculated.

(2) In analyzing whether or not the proportionate share of the costs of public facilities are reasonably related to the new development activity, the local political subdivision or private entity, as the case may be, shall identify, if applicable:

- (a) the cost of each existing public facility that has excess capacity to serve the anticipated development resulting from the new development activity;
- (b) the cost of system improvements for each public facility;
- (c) other than impact fees, the manner of financing for each public facility, such as user charges, special assessments, bonded indebtedness, general taxes, or federal grants;

(d) the relative extent to which development activity will contribute to financing the excess capacity of and system improvements for each existing public facility, by such means as user charges, special assessments, or payment from the proceeds of general taxes;

(e) the relative extent to which development activity will contribute to the cost of existing public facilities and system improvements in the future;

(f) the extent to which the development activity is entitled to a credit against impact fees because the development activity will dedicate system improvements or public facilities that will offset the demand for system improvements, inside or outside the proposed development;

(g) extraordinary costs, if any, in servicing the newly-developed properties; and

(h) the time-price differential inherent in fair comparisons of amounts paid at different times.

Certification of Impact Fee Analysis

Utah Code states that an Impact Fee Analysis shall include a written certification from the person or entity that prepares the Impact Fee Analysis. This certification is included at the conclusion of this analysis.

Anticipated Impact on or Consumption of Any Existing Capacity of a Public Facility by the Anticipated Development Activity

Utah Code 11-36a-304(1)(a)

Consumption of Existing Capacity

Development activity in Lehi is based on both residential and nonresidential growth. Growth projections are then used by the City's engineers as inputs in the WFRC Travel Demand Model to forecast trip generation. Growth projections are for an additional 129,730 average daily trips between 2023 and 2033.

This growth in trips will consume excess capacity on existing roads in Lehi. This excess capacity has been identified in the IFFP as shown in Table 5.

TABLE 5: EXISTING FACILITIES WITH EXCESS CAPACITY

Project No.	Project Name	Cost to Existing	Cost to 10-year Growth
4	Triumph Blvd	$536,875	$424,422
5	Triumph Blvd	$297,849	$258,262
6	700 South	$80,735	$26,129
7	700 South	$506,398	$163,893
8	3600 West	$697,493	$533,377
8b	600 East: Dry Creek to 2600 North	$0	$3,570,000
9	2600 North	$1,003,029	$0
10	1500 North	$885,440	$0
11	1200 West	$171,996	$73,713
12	1200 West	$133,213	$31,141
13	1200 West	$127,016	$82,622
13b	2300 West: Main Street to 2100 North	$3,928,500	$1,891,500
14	3200 North	$546,843	$0
14b	700 South: 2300 West to 500 West	$803,670	$260,098
15	Traverse Mtn Blvd	$784,515	$253,903
15b	1100 West / Main Street	$469,412	$0
16	Center St	$513,977	$166,345
17	Center St	$83,160	$17,640
18	Traffic Signals	$467,252	$151,223
19	Road Widening	$584,064	$189,029
20	2300 West	$174,183	$67,458
21	2300 West	$166,847	$61,972
22	700 South	$70,245	$22,734
23	4600 West	$104,197	$33,723
24	4800 West	$399,756	$129,379
25	N Frontage Rd	$498,813	$65,881
26	Flight Park Rd	$630,881	$204,181
27	N Frontage Rd	$200,245	$687,863
Addl	*Additional Projects*	$3,386,012	$1,095,861
Total	***TOTAL COSTS***	**$18,252,615**	**$10,462,347**

Identify the Anticipated Impact on System Improvements Required by the Anticipated Development Activity to Maintain the Established Level of Service for Each Public Facility and Demonstrate How the Anticipated Impacts are Reasonably Related to the New Development Activity

Utah Code 11-36a-304(1)(b)(c)

To maintain service levels, Lehi's IFFP identifies a total of 19 roadway projects necessitated by new development. Total roadway costs attributable to new development are $8,557,213.[3]

A portion of the new roadway projects will benefit existing development as shown in Table 6. Therefore, $9,732,870 in costs will need to be credited in the impact fee calculations so that new development does not pay more than its fair share.

TABLE 6: ROADWAY NEW CONSTRUCTION COSTS

Project No.	Project Name	Cost to Existing	Cost to 10-year Growth
1	Flight Park Road: East Frontage Road to Mountain Point Blvd	$0	$151,852
3	Skye Center Street Improvements	$0	$1,590,000
12	Triumph Blvd: 2100 North to 2150 North	$691,576	$143,112
16	300 west: North of 300 North (East Side)	$67,284	$21,776
18	Highland Blvd 11800 North to Grant Blvd	$0	$350,000
19	1200 East: 2600 North to Utah Highlands Dr	$664,560	$223,117
20	3600 West: 900 North to 2100 North	$0	$641,561
22	1500 North: 3600 West to 2300 West	$231,353	$281,647
23	2300 West: Pioneer Crossing to Main Street	$5,231,830	$2,031,320
24	500 West: Main St to State St	$464,806	$69,720
26	900 North: 600 East to American Fork	$0	$304,260
27	400 East: 300 North to State Street	$206,057	$66,688
28	500 East: 300 North to 400 North	$0	$68,410
29	300 North: 720 East to 850 East	$0	$94,615
30	1300 south: 1400 West to 1700 West	$0	$320,183
31	Pony Express Pkwy: Center St to American Fork	$0	$1,214,200
33	Traffic Signals Multiple Locations (16)	$1,992,354	$644,802
Addl	Master Plans	$183,050	$339,950
Total	**TOTAL COSTS**	**$9,732,870**	**$8,557,213**

The total cost of nearly $8.6 million attributable to new development for roadway improvements between 2023 and 2033 must be shared proportionately between the additional ADTs projected for that time period. ADTs citywide are projected to grow by 129,730 trips between 2023 and 2033. While volume on some existing roads may actually decrease, volume will increase on new roads constructed. Therefore, the increased volume and capacity impacts need to be viewed as part of an overall system of roads.

[3] IFFP, Table 6-2 not including IFFP and IFA costs.

Estimate the Proportionate Share of (i) the Costs for Existing Capacity That Will Be Recouped; and (ii) The Costs of Impacts on System Improvements That Are Reasonably Related to the New Development Activity; and Identify How the Impact Fee was Calculated

Utah Code 11-36a-304(1)(d)(e)

Existing Excess Capacity Cost Calculation

The cost per trip for excess capacity is $80.65 based on a buy-in to excess capacity cost of $10,462,347 as shown previously in Table 5.

TABLE 7: EXCESS CAPACITY COST PER TRIP

Buy-In to Excess Capacity	Amount
Actual Cost to New Development	$10,462,347
Growth in ADTs, 2023-2033	129,730
Cost per ADT	**$80.65**

New Construction Cost Calculation

To maintain its existing service levels, Lehi will need to construct additional roadway facilities, as identified previously in table 6. New construction costs of $65.96 per trip are shown in table 8.

TABLE 8: PROPORTIONATE SHARE CALCULATION – NEW CONSTRUCTION COST FOR ROADWAYS

New Roadways	Amount
Roadway New Construction	$8,557,213
Growth in ADTs, 2023-2033	129,730
Cost per ADT	**$65.96**

Other Cost Calculations

Utah law allows for the cost of developing the Impact Fee Facility Plan and Impact Fee Analysis to be included in the calculation of impact fees. These costs are then shared proportionately among the additional trips generated between 2023 and 2033.

TABLE 9: PROPORTIONATE SHARE CALCULATION – CONSULTING COSTS

Description	Amount
Total Consultant Costs	$34,000
Growth in ADTs, 2023-2033	129,730
Cost per ADT	$0.26

Lehi City has a balance of $1,758,901 in its transportation impact fee fund.[4] A portion of these funds can be used to pay for the portion of new construction projects that will benefit existing development and is credited later in this analysis.

[4] Source: Lehi City, January 2026

Summary of Impact Fees

TABLE 10: SUMMARY OF GROSS COST PER TRIP BEFORE CREDITS

Description	Amount
Buy-In Cost	$80.65
New Road Construction	$65.96
Consultant Cost	$0.26
Fund Balance Credit	$0.00
Gross Cost per Trip	**$146.87**

The cost per trip is $146.87 before credits for existing deficiencies. The IFFP identifies a total of $9,732,870 in new projects that will benefit existing development. This amount can be partially offset by the current fund balance of $1,758,901. If credits are spread over 10 years and then divided by the total ADTs projected for each year, the resulting cost per ADT is less than $2.00 per year as shown in Table 12. The net present value (NPV) of these future projects is then calculated using a discount rate of 5 percent.

TABLE 11: SUMMARY OF GROSS COST PER TRIP BEFORE CREDITS

Credit for Existing Deficiencies	Amount
Existing deficiency amount	$9,732,870
Offset by fund balance	($1,758,901)
Existing deficiency amt after offset	$7,973,969
Term in years	10
Payment per year	$797,397

TABLE 12: SUMMARY OF GROSS COST PER TRIP BEFORE CREDITS

Year	Payment	ADTs	Payment per ADT	NPV*
2026	$797,397	436,018	$1.83	$12.66
2027	$797,397	448,417	$1.78	$11.47
2028	$797,397	461,168	$1.73	$10.26
2029	$797,397	474,281	$1.68	$9.05
2030	$797,397	487,768	$1.63	$7.82
2031	$797,397	501,638	$1.59	$6.57
2032	$797,397	515,902	$1.55	$5.31
2033	$797,397	530,572	$1.50	$4.03
2034	$797,397	538,803	$1.48	$2.73
2035	$797,397	547,162	$1.46	$1.39

*NPV = net present value discounted at 5 percent

Credits for existing deficiencies are then subtracted from the gross cost per trip to arrive at the maximum cost per trip per year.

TABLE 13: CREDIT FOR EXISTING DEFICIENCIES

Year	Gross Cost per Trip	Credit for Existing Deficiencies	Max Cost per Trip
2026	$146.87	($12.66)	$134.21
2027	$146.87	($11.47)	$135.40
2028	$146.87	($10.26)	$136.61
2029	$146.87	($9.05)	$137.82
2030	$146.87	($7.82)	$139.05
2031	$146.87	($6.57)	$140.30
2032	$146.87	($5.31)	$141.56
2033	$146.87	($4.03)	$142.84
2034	$146.87	($2.73)	$144.14
2035	$146.87	($1.39)	$145.48

The maximum cost per trip per year is then applied to standards set by the Institute of Transportation Engineers (ITE) to evaluate the number of daily trips per development type. Table 14 below shows basic categories from the ITE manual, 12th edition for which the City can charge impact fees and illustrates how fees are calculated based on the number of daily trips generated by land use type and trips per unit. For a land use type that does not fit easily into the categories in Tables 14 and 15, the City may choose, at its discretion, to refer to additional land use categories as found in the ITE manual, 12th edition.

TABLE 14: RECOMMENDED MAXIMUM TRANSPORTATION IMPACT FEES INTO MAJOR GROUPINGS, YEAR 2026 MAXIMUM FEE PER UNIT

ITE Code	ITE Land Use, 12th Edition	Unit	ITE Daily Trip Rate*	Pass-By	Adjusted Trip Rate	2026
130	Industrial Park 130	1000 Sq. Feet Gross Floor Area	2.68		2.68	$359.68
140	Manufacturing	1000 Sq. Feet Gross Floor Area	4.27		4.27	$573.07
150	Warehousing	1000 Sq. Feet Gross Floor Area	1.38		1.38	$185.21
151	Mini-Warehouse	1000 Sq. Feet Gross Floor Area	1.29		1.29	$173.13
151	Mini-Warehouse	Storage Units (100s)	17.96		17.96	$2,410.38
210	Single-Family Detached Housing	Dwelling Unit	9.09		9.09	$1,219.95
215	Single-Family Attached Housing (shared wall with adjoining unit)	Dwelling Unit	6.57		6.57	$881.75
220	Multifamily Housing (Low-Rise) - Not Close to Rail Transit	Dwelling Unit	6.21		6.21	$833.43
221	Multifamily Housing (Mid-Rise) - Not Close to Rail Transit 4-10 stories	Dwelling Unit	4.46		4.46	$598.57
240	Mobile Home Park	Occupied Dwelling Unit	7.87		7.87	$1,056.22

ITE Code	ITE Land Use, 12th Edition	Unit	ITE Daily Trip Rate*	Pass-By	Adjusted Trip Rate	2026
254	Assisted Living	Bed	4.14		4.14	$555.62
310	Hotel	Room	5.84		5.84	$783.77
445	Movie Theater	Movie Screens	78.09		78.09	$10,480.30
520	Elementary School	Students	2.27		2.27	$304.65
522	Middle School / Junior High School	Students	2.09		2.09	$280.49
525	High School	Students	1.94		1.94	$260.36
530	Private School (K-8)	Students	4.11		4.11	$551.59
560	Church	1000 Sq. Feet Gross Floor Area	31.46		31.46	$4,222.18
565	Day Care Center	1000 Sq. Feet Gross Floor Area	39.30	44%	22.01	$2,953.65
590	Library	1000 Sq. Feet Gross Floor Area	72.05		72.05	$9,669.69
610	Hospital	1000 Sq. Feet Gross Floor Area	23.87		23.87	$3,203.54
710	General Office Building	1000 Sq. Feet Gross Floor Area	7.83		7.83	$1,050.85
720	Medical-Dental Office Building - Stand-Alone	1000 Sq. Feet Gross Floor Area	34.03		34.03	$4,567.10
770	Business Park	1000 Sq. Feet Gross Floor Area	9.97		9.97	$1,338.05
812	Building Material and Lumber Store	1000 Sq. Feet Gross Floor Area	11.70		11.70	$1,570.23
817	Nursery (Garden Center)	1000 Sq. Feet Gross Floor Area	68.10		68.10	$9,139.56
820	Shopping Center (>300k)	1000 Sq. Feet Gross Leasable Area	36.39	19%	29.48	$3,955.90
820	Shopping Center (150-300k)	1000 Sq. Feet Gross Leasable Area	36.39	29%	25.84	$3,467.52
821	Shopping Plaza (40-150k) - Supermarket - Yes	1000 Sq. Feet Gross Leasable Area	101.43	40%	60.86	$8,167.63
821	Shopping Plaza (40-150k) - Supermarket - No	1000 Sq. Feet Gross Leasable Area	65.38	40%	39.23	$5,264.71
822	Strip Retail Plaza (<40k)	1000 Sq. Feet Gross Leasable Area	54.45	40%	32.67	$4,384.57
840	Automobile Sales (New)	1000 Sq. Feet Gross Floor Area	27.84		27.84	$3,736.35
841	Automobile Sales (Used)	1000 Sq. Feet Gross Floor Area	27.06		27.06	$3,631.67
848	Tire Store	1000 Sq. Feet Gross Floor Area	28.54	25%	21.41	$2,872.72
850	Supermarket	1000 Sq. Feet Gross Floor Area	92.29	24%	70.14	$9,413.40
851	Convenience Market	1000 Sq. Feet Gross Floor Area	651.94	51%	319.45	$42,872.82
912	Drive-in Bank	1000 Sq. Feet Gross Floor Area	98.85	35%	64.25	$8,623.20
932	High-Turnover (Sit-Down) Restaurant	1000 Sq. Feet Gross Floor Area	103.75	43%	59.14	$7,936.72

ITE Code	ITE Land Use, 12th Edition	Unit	ITE Daily Trip Rate*	Pass-By	Adjusted Trip Rate	2026
933	Fast Food without Drive-Through Window	1000 Sq. Feet Gross Floor Area	413.41	55%	186.03	$24,967.32
934	Fast-Food Restaurant with Drive-Through Window	1000 Sq. Feet Gross Floor Area	448.12	55%	201.65	$27,063.58
942	Automobile Care Center ***	1000 Sq. Feet Gross Floor Area	41.61		41.61	$5,584.39
944	Gasoline/Service Station	Vehicle Fueling Position	172.01	57%	73.96	$9,926.60
945	Convenience Store/Gas Station - GFA (2-4k)	Vehicle Fueling Position	211.05	56%	92.86	$12,462.82
945	Convenience Store/Gas Station - GFA (4-5.5k)	Vehicle Fueling Position	203.49	56%	89.54	$12,016.39
945	Convenience Store/Gas Station - GFA (5.5-10k)	Vehicle Fueling Position	203.35	56%	89.47	$12,008.13
947	Self Service Car Wash	Wash Stall	108.00		108.00	$14,494.46

*ITE Trip rates are based on the 12th edition, with the exception of churches, movie theaters, nurseries and self-service car washes which are based on the 11th edition, due to lack of data in the 12th edition for those categories.

TABLE 15: RECOMMENDED MAXIMUM TRANSPORTATION IMPACT FEES INTO MAJOR GROUPINGS, YEARS 2027-2033 MAXIMUM FEE PER UNIT

ITE Code	ITE Land Use, 12th Edition	2027	2028	2029	2030	2031	2032	2033
130	Industrial Park 130	$362.88	$366.11	$369.37	$372.66	$376.00	$379.38	$382.81
140	Manufacturing	$578.17	$583.32	$588.51	$593.76	$599.07	$604.45	$609.92
150	Warehousing	$186.86	$188.52	$190.20	$191.89	$193.61	$195.35	$197.12
151	Mini-Warehouse	$174.67	$176.23	$177.79	$179.38	$180.98	$182.61	$184.26
151	Mini-Warehouse	$2,431.85	$2,453.49	$2,475.33	$2,497.40	$2,519.74	$2,542.39	$2,565.38
210	Single-Family Detached Housing	$1,230.82	$1,241.77	$1,252.82	$1,264.00	$1,275.30	$1,286.76	$1,298.40
215	Single-Family Attached Housing (shared wall with adjoining unit)	$889.60	$897.52	$905.51	$913.58	$921.75	$930.04	$938.45
220	Multifamily Housing (Low-Rise) - Not Close to Rail Transit	$840.86	$848.34	$855.89	$863.52	$871.25	$879.08	$887.03
221	Multifamily Housing (Mid-Rise) - Not Close to Rail Transit 4-10 stories	$603.90	$609.27	$614.70	$620.18	$625.73	$631.35	$637.06
240	Mobile Home Park	$1,065.63	$1,075.11	$1,084.68	$1,094.35	$1,104.14	$1,114.06	$1,124.14

ITE Code	ITE Land Use, 12th Edition	2027	2028	2029	2030	2031	2032	2033
254	Assisted Living	$560.57	$565.56	$570.59	$575.68	$580.83	$586.05	$591.35
310	Hotel	$790.76	$797.79	$804.90	$812.07	$819.34	$826.70	$834.18
445	Movie Theater	$10,573.67	$10,667.76	$10,762.72	$10,858.69	$10,955.82	$11,054.29	$11,154.24
520	Elementary School	$307.37	$310.10	$312.86	$315.65	$318.48	$321.34	$324.24
522	Middle School / Junior High School	$282.99	$285.51	$288.05	$290.62	$293.22	$295.86	$298.53
525	High School	$262.68	$265.02	$267.38	$269.76	$272.18	$274.62	$277.11
530	Private School (K-8)	$556.51	$561.46	$566.46	$571.51	$576.62	$581.80	$587.07
560	Church	$4,259.80	$4,297.70	$4,335.96	$4,374.62	$4,413.76	$4,453.42	$4,493.69
565	Day Care Center	$2,979.96	$3,006.48	$3,033.24	$3,060.29	$3,087.66	$3,115.42	$3,143.59
590	Library	$9,755.83	$9,842.65	$9,930.26	$10,018.80	$10,108.43	$10,199.28	$10,291.50
610	Hospital	$3,232.09	$3,260.85	$3,289.87	$3,319.21	$3,348.90	$3,379.00	$3,409.55
710	General Office Building	$1,060.21	$1,069.64	$1,079.17	$1,088.79	$1,098.53	$1,108.40	$1,118.42
720	Medical-Dental Office Building - Stand-Alone	$4,607.79	$4,648.79	$4,690.17	$4,731.99	$4,774.32	$4,817.23	$4,860.79
770	Business Park	$1,349.97	$1,361.99	$1,374.11	$1,386.36	$1,398.76	$1,411.34	$1,424.10
812	Building Material and Lumber Store	$1,584.22	$1,598.32	$1,612.55	$1,626.93	$1,641.48	$1,656.23	$1,671.21
817	Nursery (Garden Center)	$9,220.99	$9,303.04	$9,385.85	$9,469.54	$9,554.25	$9,640.12	$9,727.29
820	Shopping Center (>300k)	$3,991.14	$4,026.66	$4,062.50	$4,098.73	$4,135.39	$4,172.56	$4,210.29
820	Shopping Center (150-300k)	$3,498.41	$3,529.54	$3,560.96	$3,592.71	$3,624.85	$3,657.43	$3,690.50
821	Shopping Plaza (40-150k) - Supermarket - Yes	$8,240.40	$8,313.72	$8,387.72	$8,462.52	$8,538.22	$8,614.95	$8,692.85
821	Shopping Plaza (40-150k) - Supermarket - No	$5,311.61	$5,358.88	$5,406.58	$5,454.79	$5,503.59	$5,553.05	$5,603.26
822	Strip Retail Plaza (<40k)	$4,423.64	$4,463.00	$4,502.73	$4,542.88	$4,583.52	$4,624.71	$4,666.53
840	Automobile Sales (New)	$3,769.64	$3,803.18	$3,837.03	$3,871.25	$3,905.88	$3,940.98	$3,976.62
841	Automobile Sales (Used)	$3,664.02	$3,696.63	$3,729.53	$3,762.79	$3,796.45	$3,830.57	$3,865.20
848	Tire Store	$2,898.32	$2,924.11	$2,950.13	$2,976.44	$3,003.07	$3,030.06	$3,057.45
850	Supermarket	$9,497.27	$9,581.78	$9,667.07	$9,753.27	$9,840.51	$9,928.96	$10,018.74
851	Convenience Market	$43,254.78	$43,639.68	$44,028.12	$44,420.71	$44,818.08	$45,220.88	$45,629.78
912	Drive-in Bank	$8,700.02	$8,777.44	$8,855.57	$8,934.53	$9,014.46	$9,095.47	$9,177.72

ITE Code	ITE Land Use, 12th Edition	2027	2028	2029	2030	2031	2032	2033
932	High-Turnover (Sit-Down) Restaurant	$8,007.43	$8,078.69	$8,150.60	$8,223.27	$8,296.84	$8,371.40	$8,447.10
933	Fast Food without Drive-Through Window	$25,189.75	$25,413.90	$25,640.11	$25,868.74	$26,100.15	$26,334.73	$26,572.85
934	Fast-Food Restaurant with Drive-Through Window	$27,304.69	$27,547.66	$27,792.86	$28,040.69	$28,291.53	$28,545.80	$28,803.92
942	Automobile Care Center ***	$5,634.15	$5,684.28	$5,734.88	$5,786.01	$5,837.77	$5,890.24	$5,943.50
944	Gasoline/Service Station	$10,015.04	$10,104.16	$10,194.09	$10,284.99	$10,377.00	$10,470.26	$10,564.94
945	Convenience Store/Gas Station - GFA (2-4k)	$12,573.85	$12,685.74	$12,798.66	$12,912.78	$13,028.30	$13,145.39	$13,264.25
945	Convenience Store/Gas Station - GFA (4-5.5k)	$12,123.45	$12,231.33	$12,340.20	$12,450.24	$12,561.61	$12,674.51	$12,789.11
945	Convenience Store/Gas Station - GFA (5.5-10k)	$12,115.11	$12,222.91	$12,331.71	$12,441.67	$12,552.97	$12,665.79	$12,780.31
947	Self Service Car Wash	$14,623.59	$14,753.72	$14,885.05	$15,017.77	$15,152.12	$15,288.30	$15,426.54

Certification

Zions Public Finance, Inc. certifies that the attached impact fee analysis:

1. Includes only the costs of public facilities that are:
    a. allowed under the Impact Fees Act; and
    b. actually incurred; or
    c. projected to be incurred or encumbered within six years after the day on which each impact fee is paid;

2. Does not include:
    a. costs of operation and maintenance of public facilities; or
    b. costs for qualifying public facilities that will raise the level of service for the facilities, through impact fees, above the level of service that is supported by existing residents;

3. Offsets costs with grants or other alternate sources of payment; and

4. Complies in each and every relevant respect with the Impact Fees Act.

Agenda Item No: 6

City Council Agenda Item Report

Meeting Date: January 27, 2026
Submitted By: Teisha WIlson
Submitting Department:
Item Type: Resolution
Agenda Section: Regular Agenda

Subject:
Consideration of Resolution #2026-04, approving an Agreement with RME for the Construction of the Skye Substation.

Suggested Action:

Attachments:

Res 2026-04.docx

Agreement-Skye Substation Construction (clean).docx

PO #8271 RME.pdf

LEHI CITY

RESOLUTION NO. 2026-04

A RESOLUTION OF THE LEHI CITY COUNCIL APPROVING AN AGREEMENT WITH RME FOR THE CONSTRUCTION OF THE SKYE SUBSTATION

WHEREAS**,** Lehi City ("City") desires to construct the Skye substation;

WHEREAS, the City issued RFP 2025-22 to identify firms and companies who would best serve the needs of the City to perform such work;

WHEREAS, based on RME Inc.'s submission, the City selected and now desires to contract with RME to perform the work as specified in the RFP;

WHEREAS, on January 27, 2026, the Lehi City Council held a duly-noticed public meeting to ascertain the facts regarding this matter, which facts and comments are found in the meeting record; and,

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

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

1. The Agreement between Lehi City and RME 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 27th day of January, 2026.

LEHI CITY ATTEST

_____

_____

Paul Binns, Mayor Teisha Wilson, City Recorder

EXHIBIT “A”

AGREEMENT FOR THE CONSTRUCTION OF THE SKYE SUBSTATION

THIS AGREEMENT FOR THE CONSTRUCTION OFTHE SKYE SUBSTATION ("Agreement") is made and entered into and effective as of the date the last party signs below ("Effective Date") by and between Lehi City, 153 North 100 East, Lehi, Utah 84043 ("City") and RME Inc., P.O. Box 190, Clearfield, Utah 84089 ("Contractor").

WHEREAS, City desires to contract for the construction of the Skye substation as described in the City's RFP No. 2022-04 (the "Work"); and

WHEREAS, Contractor submitted a proposal which City determined to be the lowest responsive and most responsible proposal and the City desires to contract with Contractor to perform the Work;

NOW, THEREFORE, in consideration of the premises, the covenants and conditions set forth in this Agreement, and in further consideration of the execution of this Agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, City and Contractor agree as follows:

1. **Scope of Work**. City hereby hires Contractor and Contractor agrees to be bound to the City to perform the Work as described in RFP No. 2025-22 (including addendums, if any) and the Contractor's proposal dated December11, 2025, both attached hereto as Exhibit A, and both of which are referred to as the "Contract Documents" and by this reference are incorporated herein and made a part hereof.

2. **Term**. The Work shall commence on the Effective Date and shall be completed no later than February 28, 2027. If circumstances arise that necessitate a change of the completion date, the Parties shall execute a change order for the new date of completion.

3. **Payment**. City shall pay Contractor a total of $1,987,044 ("Payment"), which price shall not be exceeded without prior written approval as described in this Agreement.

4. **Changes in Performance**. All changes in performance of this Agreement shall be described in detail on a change order request form, provided by the City, and which must be authorized in writing by an authorized representative of the City prior to commencing any proposed changes in performance. Contractor shall not be entitled to any additional consideration for changes in performance which were not authorized as contemplated by this section, nor for the correction of any mistakes attributable in any way to Contractor, or its employees, agents, subcontractors, independent contractors, and the like.

5. **Withholding Payment for Defective Performance**. The City may withhold or, on account of subsequently discovered evidence, nullify the whole or part of any of the

Payment to the extent that the City reasonably determines such withholding is necessary to protect itself from loss or liability on the account of defective or incomplete performance by Contractor, including but not limited to defective goods or services not remedied, or any other failure to comply with the terms and conditions of this Agreement.

6. **Termination**. The City may terminate this Agreement at any time if, in the sole discretion of the City, Contractor's performance under this Agreement is unsatisfactory, Contractor fails to perform its duties and obligations required by this Agreement with diligence or within the time specified herein, or Contractor has otherwise materially breached this Agreement.

   6.1 Before terminating this Agreement if Contractor's performance is unsatisfactory, the City shall first provide written notice to Contractor of the City's intention to terminate this Agreement. The notice of termination must be provided by City to Contractor at least seven (7) calendar days prior to termination. After receiving such notice of termination from City, Contractor shall have the next five (5) working days in which to cure any deficiency noted by the City. If Contractor adequately cures any such deficiency to the sole satisfaction of the City, this Agreement shall continue. However, in the event Contractor fails to adequately cure any such deficiency, this Agreement shall terminate and Contractor shall be liable for any resulting damages associated with the deficiency and breach of this Agreement. The City may pursue any such damages through all available means, whether in law or in equity, or both.

   6.2 The City may, in its sole discretion, terminate, suspend, or abandon this Agreement without cause at any time by providing written notice to Contractor of the City's intention to terminate this Agreement without cause. The notice of termination shall be provided by the City to Contractor at least seven (7) calendar days prior to termination.

   6.3 Any Work which Contractor has completed or performed prior to the date of any termination, suspension, or abandonment shall be recorded and tangible work documents shall be transferred to, and become the sole property of, the City. If the City has terminated this Agreement without cause, then subsequently requests Contractor to recommence its performance of the Work after more than three (3) months from the date of termination, the consideration payment amount shall be subject to renegotiation at the request of either party hereto.

   If City terminates this Agreement without cause, Contractor shall be paid a pro rata portion of the Payment for the reasonable value of the Work that Contractor has completed or performed prior to the date of termination.

   6.4 If the Lehi City Council decides not to appropriate a sufficient amount of resources

to fund the consideration payment, this Agreement shall be void and of no further force or effect. In the event of such non-appropriation of resources, the City shall be relieved of all of its obligations contemplated by this Agreement, including but not limited to the Payment. In the event of such non-appropriation of resources, Contractor shall be entitled to payment for all services performed prior to being notified of the non-appropriation event.

7. **Taxes**.

7.1 Each party shall be solely responsible for any tax liability which it may incur as a result of this Agreement.

8. **Indemnification and Insurance**.

8.1 Contractor shall be solely responsible for any damage or injury which it, or its employees, agents, subcontractors, independent contractors, and the like may cause in the performance of this Agreement. Consequently, to the fullest extent permitted by law, Contractor shall indemnify, defend, and hold harmless the City, any subsidiary or affiliate of the City, and its past, present and future agents, representatives, and employees from and against all claims, damages, lawsuits, losses, liabilities, liens, cost, citations, penalties, fines and expenses, including but not limited to attorneys' fees, arising out of or resulting from Contractor's performance of this Agreement, provided that such claims, damages, losses, liabilities, liens, costs, citations, penalties, fines, and expenses are caused in whole or in part by any negligent, grossly negligent, reckless, or intentional act or omission attributable in any way to Contractor, or its employees, agents, subcontractors, independent contractors, and the like, or anyone directly or indirectly employed by Contractor or any subcontractor, or any party for whose acts Contractor may be liable, regardless of whether liability is imposed upon such party. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity, which may otherwise exist in favor of the City. In any and all claims against the City, or any subsidiary or affiliate, or any of its past, present or future agents, representatives, or employees, by Contractor, or its current or former employees, agents, subcontractors, independent contractors, and the like, or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this paragraph shall not be limited in any way by the amount or types of damages, compensations, or benefits payable by or for Contractor, or any subcontractor, worker's compensation acts, disability benefit acts, or other employee benefit acts.

8.2 Contractor, at its own expense, shall provide: Workers' Compensation Insurance: Statutory workers' compensation insurance (Part A). Such insurance shall also include employer's liability (Part B) insurance in a limit of not less than $1,000,000

for each: accident, disease and employee. No owner or officer may be excluded. Rights of subrogation against the city shall be waived. for the payment of workers' compensation benefits to its employees employed on or in connection with the performance of this Agreement, and in accordance with applicable State and Federal laws.

8.3 Contractor, at its own expense, shall maintain General Liability Insurance: Commercial General Liability insurance written on an occurrence basis, arising out of claims for bodily injury (including death), property damage, products liability, completed operations liability, personal injury, advertising injury, damage to premises rented to you, with not less than $3,300,000 per occurrence and $3,300,000 aggregate, with the contractor naming the City as Additional Insured for ongoing and completed operations, on a primary and non-contributory basis, with rights of subrogation against the city waived.

8.4 Contractor, at its own expense, shall maintain automobile public liability insurance with combined single limits of at least $1,000,000. Such benefits and coverage shall not be deemed to limit Contractor's liability under this Agreement. It is intended by this Section that the requirements set forth herein will satisfy applicable minimum requirements under Utah law. However, in the event that the foregoing requirements do not satisfy applicable Utah law, Contractor must maintain automobile public liability insurance in amounts satisfying applicable Utah law.

8.5 Before commencing the Work, and at any time thereafter upon written request by the City, Contractor shall furnish the City with a copy of certificates of insurance as evidence that policies providing the coverage required by this Agreement are in effect.

8.6 All insurance required by this Agreement, with the exception of worker's compensation and employer's liability policies, shall include the City, its directors, officers, agents, and employees as additional insured persons with respect to the activities of Contractor in the performance of this Agreement, or that of its employees, agents, subcontractors, independent contractors, and the like. Any certificate presented as evidence of insurance shall specify the date when such benefits and insurance expire. Unless a different length of time is expressly set forth in this Agreement, Contractor shall maintain any insurance required by this Agreement until after the Work has been fully performed by Contractor, and subsequently approved and accepted by the City. Contractor shall provide the City with written notice at least sixty (60) days in advance of any cancellation, termination, or material alteration of said policies of insurance.

9. **Performance and Warranty Bonds or Letters of Credit.**

9.1 Prior to commencing work on the Work, Contractor must provide the City with a performance bond and payment bond in the amount of the Payment. The completed performance bond and payments bond are attached hereto as Exhibit B. In the event that Contractor fails to provide a performance bond and payment bond within 10 days of the Effective Date, this Agreement shall be void.

9.2 The purpose of the performance bond and payment bond is to guarantee the proper completion by Contractor of the Work as contemplated by this Agreement and payment to subcontractors.

9.3 The performance bond and payment bond shall remain valid until the City approves of and accepts the Work, as set forth in Section 9.4.

9.4 Prior to the City's approval and acceptance of the Work, Contractor must provide the City with a one-year ("Warranty Period") warranty bond in the amount of 10% of the Payment. The completed warranty bond is attached as Exhibit C.

9.4.1 The purposes of the warranty bond is to guarantee that the Work:

(A) complies with this Agreement; and

(B) will not fail in any material respect as a result of poor workmanship or materials within the Warranty Period.

9.5 The warranty bond shall remain valid for the entire Warranty Period.

9.6 Approval and acceptance of the Work shall be deemed to have occurred when each of the following events have been satisfied:

(A) Contractor provides written notice to the City that Contractor considers the Work to be complete.

(B) The City provides written approval and acceptance of the Work, or fails to provide a written response to Contractor, within thirty (30) days after receiving the notification contemplated by Section 9.6(A), indicating the additional work which the City considers incomplete pursuant to this Agreement.

10. **Representations and Warranties.**

10.1 Each party represents that:

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

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

10.2 Contractor represents and warrants that:

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

10.2.2. Contractor warrants the workmanship, materials, proper functioning, and manner of the Work contemplated by this Agreement for the entire Warranty Period. In the event that any portion of the Work does not remain in good and operating condition (in the sole judgment of the City) during the Warranty Period (ordinary wear and tear excepted), Contractor, at its own expense, shall immediately perform all necessary repairs and replacements to maintain such inadequate Work in good and operating condition (to the City's sole satisfaction). Should any portion of the Work imminently jeopardize the health and safety of the City, or any other individual, the City may perform any necessary repairs and replacements (or arrange for a third party to perform such services) at Contractor's expense – to be paid by Contractor within thirty (30) days of receiving a notice of indebtedness from the City.

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

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

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

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

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

13. **Notice.**

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

To the City:	To Contractor:
Lehi City Corporation	RME, Inc.
Attn: Joel Eves	Attn:
153 North 100 East	[address]
Lehi, Utah 84043	[address]

13.2 If notice is sent via regular mail, commercial courier, and the like, receipt thereof shall be presumed on the third Calendar Day thereafter.

14. **Attorneys' Fees and Costs**. Each party shall bear its own attorneys' fees and costs incurred in connection with the drafting, execution, and performance of this Agreement. However, if any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party in such action shall be entitled to recover reasonable attorneys' fees, legal costs, and other collection fees and costs incurred by the prevailing party in connection with the suit, both before and after the judgment, in addition to any other relief to which such party may be entitled.

15. **Non-Waiver**. No failure to exercise and no delay in exercising any right, remedy, or power under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right, remedy, or power under this Agreement preclude any other or further exercise thereof, or the exercise of any other right, remedy or power provided herein or by law or in equity.

16. **Binding Effect**. This Agreement is binding upon the parties and their proper and allowable heirs, legatees, representatives, successors, and assignees.

17. **Assignment**. Neither party may assign this Agreement nor delegate any responsibilities under this Agreement without prior written consent. Any purported assignment or delegation in violation of this Section without prior written consent from the non-assigning party, shall be void and will be considered a material breach of this Agreement.

18. **Amendments**. This Agreement may not be modified, amended, or terminated, except by an instrument in writing.

19. **Time**. Time is of the essence with this Agreement, as well as every term, covenant, and condition contained herein.

20. **Force Majeure**. Neither party shall be liable for any failure or delay in performing an obligation under this Agreement that is due to causes beyond its reasonable control, such as natural catastrophes, governmental acts or omissions, laws or regulations, labor strikes or difficulties, pandemics, transportation stoppages or slowdowns or the inability to procure parts or materials. If any of these causes continue to prevent or delay performance for more than 180 days, the non-delaying party may terminate this Agreement, effective immediately upon notice to the delaying party.

21. **Severability**. If any provision of this Agreement is determined to be invalid or unenforceable, the remaining provisions of this Agreement shall, nevertheless, be construed, performed, and enforced as if the invalidated or unenforceable provision had not been included in the text of the Agreement.

22. **Governing Law**. This Agreement shall be construed in accordance with the laws of the State of Utah.

23. **Entire Agreement**. All agreements, covenants, representations and warranties, express or implied, oral or written, of the parties concerning the subject matter hereof are contained solely in this Agreement, subject to any implied warranties and conditions imposed upon the parties by Utah law. No other agreements, covenants, representations, or warranties have been made by any party to any other party concerning the subject matter hereof. All prior and contemporaneous conversations, negotiations, possible and alleged agreements, representations, covenants, and warranties concerning the subject matter hereof are merged herein. This is an integrated agreement.

[*signature page follows*]

Dated the _____ day of _____, 2026.

RME, Inc.

_____
By:
Its:

STATE OF UTAH)
: ss.
COUNTY OF UTAH)

On this _____ day of _____, 2026, personally appeared before me _____, whose identity is personally known to me (or proven on the basis of satisfactory evidence) and who by me duly sworn/affirmed, did say that he/she is the _____ of RME, Inc. and that said document was signed by him/her in behalf of said Corporation by Authority of its Bylaws, or (Resolution of its Board) and said _____ acknowledged to me that said Corporation executed the same.

Witness my hand and official seal.

_____
(notary signature)

Dated the _____ day of _____, 2022.

Lehi City Corporation

_____
Mayor Mark Johnson

Attest:

_____
Teisha, Wilson, City Recorder

EXHIBIT A – Contract Documents

EXHIBIT B – Performance/Payment Bonds

EXHIBIT C – Warranty Bond

PURCHASE ORDER

LEHI CITY CORPORATION
153 NORTH 100 EAST
LEHI UT 84043

8271

THS ORDER NUMBER MUST APPEAR ON YOUR INVOICE

3681
ISSUED TO: RME
PO BOX 759

PRICE UT 84501

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

PURCHASE ORDER DATE: 01/15/2026 DEPARTMENT: POWER

QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL	GL ACCOUNT
1.00	LEHI SKYE SUBSTATION CONSTRUCTION	1,987,044.00	1,987,044.00	73-50-23-002

TOTAL 1,987,044.00

COMMENTS/NOTES

RFP BID PROCESS

FINAL ELECTRONIC APPROVAL BY: _____ DATED _____

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

RME

Phone: 435-650-3698
Email: lynn@rmeusa.com

December 11, 2025

Lehi City Corporation
153 North 100 East
Lehi, Utah 84043

Gentlemen,

Thank you for the opportunity to bid the Lehi Skye project. RME has been in the business of constructing high voltage facilities for 43 years. Its main yard, warehouse, shop facility and office is located in Price, Utah. RME also maintains an office in Salt Lake City. Contact personnel for this project are: R Lynn Marsing (General Mubanager), Phone: 435-650-3698; email: lynn@rmeusa.com and Rhet Marsing (Operating Member), Phone: 435-650-1336; email: rhetmarsing@yahoo.com.

I have enclosed for your review the executed Bid Summary Sheet, Contractor Schedule of Values that will demonstrate that RME has studied the project carefully and has included the necessary labor, equipment and materials to complete the project.

Also included herewith are the followings items:

RME's Rate Sheet
RME's Payment Application form (it is proposed that RME submit a Payment Application at the end of each month and that payments for that Payment Application be received within 30 days.)
The Payment Application would include a Contractor's Schedule of Values that will identify the amount completed during the period covered by the Payment Application.
RME's Key Personnel are:

R Lynn Marsing	Project Manager (on-site)	43 years experience
Rhet Marsing	Construction Super (on-site)	31 years experience
Jeff Dickson	Electrical Super	33 years experience

RME has attached a summary of similar projects that RME and its personnel have completed.
RME's bid clarification.

Thank you,

R Lynn Marsing
GM

P.O. Box Price, Utah 84501

AIA® Document A310™ – 2010

Bid Bond

CONTRACTOR:
(Name, legal status and address)
Rhet Marsing Enterprises, LLC
P.O. Box 759
Price, UT 84501-0759

SURETY:
(Name, legal status and principal place of business)
The Ohio Casualty Insurance Company
6550 South Millrock Drive, Suite 300
Salt Lake City, UT 84121

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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

OWNER:
(Name, legal status and address)
Lehi City
560 West Glen Carter Dr.
Lehi, UT 84043

BOND AMOUNT:
Five Percent (5%) of Amount of Bid

PROJECT:
(Name, location or address, and Project number, if any)
Lehi Power Skye Substation.

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 11th day of December, 2025

(Witness)

(Witness)

Rhet Marsing Enterprises, LLC DBA RME
(Principal) (Seal)

(Title) GM

The Ohio Casualty Insurance Company
(Surety) (Seal)

(Title) Ashlie Benson Attorney-in-Fact

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

Init.
/

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061110

POWER OF ATTORNEY

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8212829-965011**

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Ashlie Benson, Terry H. Buckner, Rayne Harris, Frank Lancaster, Takota K. Wainer

all of the city of Salt Lake City state of UT each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 6th day of December, 2024.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: _____
Nathan J. Zangerle, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 6th day of December, 2024 before me personally appeared Nathan J. Zangerle, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.

Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: _____
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.
Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.
Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Nathan J. Zangerle, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 11th day of December, 2025.

By: _____
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

SECTION 5: BID SUMMARY SHEET

It is the contractor's responsibility to provide an itemized Bid Summary Sheet when responding to this RFP.

1. **Lump Sum Price**

   Contractor shall provide a lump sum total amount to provide all labor, supervision transportation, site preparation, material, equipment, and consumable supplies to fabricate and install electrical substation equipment, provide all necessary site preparation and grading as well as equipment testing and commissioning for complete and working substations in accordance with the City's schedule, requirements, codes, construction standards, and policies. Activities include, but are not limited to, grading, excavations, equipment/material purchase/receipt, crane/equipment rental, underground conduit routing, site grounding and installation, backfill, 680' of chain link meeting the NESC, wire pulls, terminations, testing, and assistance in start-up at the Skye Substation. Payment and invoicing shall be broken down as follows:

	Material & Equipment Cost:	Labor Cost:
1-Skye Substation		
Mobilization/Demobilization	$ 21,500	$ 3,520
Substation Site Preparation	$ 18,300	$ 3,355
Substation Foundation and Sub Grade Work	$ 435,265	$ 135,408
Substation Chain Link Fencing	$ 27,450	$ -0-
Substation Equipment Placement and erection	$ 939,706	$ 227,335
Substation Finalization (finish grading and rocking)	$ 47,291	$ 10,736
Substation Equipment Testing ~~and Commissioning~~	$ 22,418	$ -0-
Substation P&C Circuits and Relaying Testing and Com.	$ See testing	$ Scope
Control cable supplying, pulling, and terminating	$ 40,900	$ 29,800
Subtotal Labor & Equipment		$ 1,963,044
Subtotal Materials & Supplies Included in Equipment		$ Included
2-Bonding		
Performance Bond for Estimated Total Project Cost		$ 24,000
Payment Bond for Estimated Total Project Cost		$ included
3-Total Skye Substation Lump Sum Pricing		$ 1,987,044

2. Other Pricing in Addition to Scope of Work

BONDING (include in above lump sum price)

Contractor will be required to bond the project. Both performance and payment bonds will be required for the total project amount.

MOVE-IN AND MOVE-OUT

Provide lump sum cost for additional move-in and move-out, in case delays in construction necessitates, Contractor shall move crew and equipment out and then move back in prior to completion of the project. The additional mobilization can only occur where authorized and approved by the Company Representative.

Lump Sum (For additional Move-In and Move-Out) $ 6,800

3. Contractor Rate Sheet & Payment Schedule

Contractor shall include and make part of these specifications daily rates for personnel and equipment used for extras outside of scope of work.

4. Payment Schedule

Contractor shall include proposed payment schedule.

5. Contractor Proposed Construction Schedule

Contractor shall include and make part of these specifications a proposed Construction Schedule to complete the project per the project schedule in the bid documentation provided by the City.

6. Key Personnel

Contractor shall provide a list of key personnel that will manage and supervise the project and include a detailed list of past projects similar to this project. After award of contract and prior to beginning work, Contractor shall provide a list of key personnel that will be working on the project including year's Utility experience and job title.

7. Miscellaneous

Contactor shall provide a complete listing of specific bid clarifications, exceptions and exclusions from this request for bid. Contractor shall provide any and all exceptions the Bidder may have to the terms and conditions of the Contract. Contractor shall provide all documentation required by other sections of this request for bid.

BID FORM: SIGNATURE OF RESPONDENT

By submitting a proposal pursuant to this RFP, each respondent acknowledges that its proposal may be subject to public disclosure pursuant to the Government Records Access and Management Act, UTAH CODE ANN. § 63G-2-101, *et seq.* ("GRAMA"), as the same may be amended from time to time. If a respondent desires to have specific information contained in its proposal protected from public disclosure, the respondent may provide a written claim and description of business confidentiality with respect to any such information. Filing a written claim and description of business confidentiality does not guarantee that any information will remain protected or private as the City will strictly comply with GRAMA. As a general rule, RFP pricing shall not be considered protected or private information.

I hereby acknowledge that I have received, read, and understand the foregoing Lehi Power Skye Substation Construction RFP (RFP No. 2025 – 22). The proposal that has been submitted herewith complies with the requirements of said RFP and applicable provisions of the Lehi City Municipal Code.

Upon acceptance of this RFP, the undersigned agrees to complete all required work as described in this RFP according to the terms and conditions described herein.

Please complete this form and return no later than the RFP deadline, as indicated on the cover page.

Company RME

By Lynn Marsing

Title GM

Signature [signature]

Address P.O. Box 759 Price, Utah 84501

Phone 435-650-3698

Email lynn@rmeusa.com

Date 12-10-25

Bid Clarifications

Project: Lehi SkyeSubstation
Contractor: RME
Date: 12/11/2025

To be attached to and made a part of that certain bid document entitled
"Lehi Power Skye Substation Construction RFP"

1) North South East West Baselines and Intersection by others.
2) Top of concrete hub and fence corners by others.
3) New Incoming 138kV Lines and material to be Installed to the top of the Slant Switch by Lehi.
4) 600V pulling and terminating is based on a single terminal cabinet in Control Building.
5) Bid excludes supplying, pulling and terminating fiber optics.
6) Construction schedule is subject to material and equipment delivery and inclimate weather.
7) Excavation spoils to be wasted on site or hauled to Lehi Water Dept site (approximately 2 Miles)
8) Alternate Steel Pricing. A steel supplier can provide substation steel at a cost savings of $30,000, however, delivery is quoted at 65 weeks ARO.
9) Aluminum ridgid bus and fittings are welded.
10) Below grade ground connections are cadweld.
11) Cable Trench Manufacturer is Concast.
12) Bid does not include encountering water during drilling or excavation.
13) Bid is based on 680' of chain link fence.
14) Bid does not include fence gates.
15) Bid is based on one drill mobilization and drilling with coventional carbide bit.
16) Bid is based on completing drilling in one continuous operation.
17) Bid does not include SWPP Plan.
18) Below Grade GRC Elbow to be tape wrapped
19) Firewall bid as 10" block, fully grouted
20) 397 ACSR, 138kV CT/VT, Power Transformer, Circuit Switcher, Control Bldg supplied by Lehi City

TO (OWNER)
Lehi City
153 North 100 East
Lehi, Utah 84043

SAMPLE

APPLICATION NO:

PERIOD TO:

Distribution to:
[x] OWNER
[x] ENGINEER
[x] CONTRACTOR
[ ] Power
[ ]

FROM (CONTRACTOR): RME
P.O. Box 759; Price, Utah 84501

VIA (ENGINEER): Power Engineers

ENGINEER'S PROJECT NO:

CONTRACT FOR: Skye Substation

CONTRACT DATE:

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for Payment, as shown below, in connection with the Contract.

CHANGE ORDER SUMMARY			
Change Orders approved in previous months by Owner		ADDITIONS	DEDUCTIONS
	TOTAL		
Approved this Month			
Number	Date Approved		
TOTALS			
Net change by Change Orders			

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents , that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payment received from the Owner , and that current payment shown herein is now due.

CONTRACTOR: RME

By: _____ Date: _____

R Lynn Marsing, General Manager

1. ORIGINAL CONTRACT SUM..... $ _____
2. Net change by Change Orders..... $ _____
3. CONTRACT SUM TO DATE (Line 1 + 2)..... $ _____
4. TOTAL COMPLETED & STORED TO DATE..... $ _____
   (Column E)
5. RETAINAGE:
   a. 5 % of Completed Work $ _____
   (Column B + D)
   b. 5 % of Stored Material $ _____
   (Column C)
   Total Retainage (Line 5a + 5b) $ _____
6. TOTAL EARNED LESS RETAINAGE..... $ _____
   (Line 4 less Line 5 Total)
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)..... $ _____
8. **CURRENT PAYMENT DUE**..... $ _____
9. BALANCE TO FINISH, PLUS RETAINAGE..... $ _____
   (Line 3 less Line 6)

Contractor Schedule of Values

RME
Bid Proposal: Lehi - Skye Substation
Date: 12/11/2025

		Amount	
1	**Mobilization**		
	1.1 Mobilization/Demob	25020	
2	**Site Prep**		
	2.1 Site Prep	21655	
3	**Concrete Foundations**		
	3.1 Transformer Fnd	190944	
	3.2 Deadend (DE)	48092	
	3.3 Bus Support (BS)	57304	
	3.4 138 kv Switch Support (SW)	57743	
	3.5 Circuit Switcher (CS)	43944	
	3.6 Static Mast (SM)	64203	
	3.7 Switch Gear Fnd	78919	
	3.8 Firewall	29524	
4	**Substation Fencing**		
	4.1 Chain Link Fencing	27450	
5	**Sub Equip Placement & Erect**		
	5.1 138kV Dead End Structure	113030	
	5.2 138kV 1 Phase Bus Support	13534	
	5.3 138kV Low Switch Str	33511	
	5.4 Static Mast	100532	
	5.5 15kV Bus Support - 3Phase	10821	
	5.6 Switch Grounding Platform	11902	
	5.7 Stair at Single Door	9262	
	5.8 138kV High Switch Stand	15872	
	5.9 Stair at Double Door	4631	
	5.10 397.5 ACSR (Supplied By Lehi)	0	
	5.11 3/8" EHS Shield Wire	9981	
	5.12 Transformer(Set Assisst Only)	3221	
	5.13 Transformer Fiberglass Grating	102504	
	5.14 138kV CT/VT (Supplied by Lehi)	3457	
	5.15 138kV Verticle Break Switch	86185	
	5.16 138kV Circuit Switcher (by Lehi)	9974	
	5.17 138kV Slant Switch	31807	
	5.18 138kV Surge Arrestors	17350	
	5.19 138kV Station Class Arrestors	10848	
	5.20 15kV Switch Gear	12480	
	5.21 15kV Insulators	6809	
	5.22 Switch Gear Get Away Covers	9672	
	5.23 Termination Cab. Steel Cover	0	No Bid - No Detail
	5.24 Cable Trench	46175	
	5.25 300 Watt Flood Lights	5491	
	5.26 250 Watt Sub Pedestal Light	8235	
	5.27 15kV Conduit	122096	
	5.28 600V Conduit	75028	
	5.29 Below Grade Grounding	136074	
	5.30 Above Grade Grounding	30786	
	5.31 15kV Bus	50145	
	5.32 138kV Bus	75628	

6	**Substations Finish Grade & Gravel**	
	6.1 Finish Grade and Gravel	58027
7	**Testing**	
	7.1 Equip Testing	22418
8	**Power & Control Cable**	
	8.1 Above grade conduit & Boxes	36600
	8.2 Supply & Terminate Power and Control Cable	34160
9	**Bonding**	
	9.1 Bonding	24000
Total		1,987,044

RME Rate Sheet

1-Jan-25

Personnel

Project Manager	65/hr
Construction Superintendent	55/hr
Operator	45/hr
Welder	85/hr
Lineman	65/hr
General Labor	45/hr
Master Electrician	85/hr
Journey Electrician	70/hr

Equipment

Soil Mec Drill	575/hr
LoDrill	525/hr
Line Truck	40/hr
Bucket Truck	40/hr
Backhoe	45/hr
Trackhoe	95/hr
Mini Excavator	45/hr
Track Skid Loader	40/hr
Tired Skid Loader	35/hr
40' Manlift	780/day
Smooth Drum Compactor	785/day
Compressor	350/day
All Terrain Forklift	870/day
Compressor & Breaker Attachment	485/day

Schedule "A"

Substation Pro

RME

And RME Personnel

1)	Smith's Food & Drug Centers, Inc. – Layton, Utah Layton Distribution Complex Substation 138kV – 12470; 10MVA Single Bay with mobile 10MVA Two Circuits	Project Manager:	R Lynn Marsing
2)	USPCI – Dell, Utah Grassy Mountain Facility Substation 46kV – 12470; 5MVA Single Bay One Circuit	Project Manager:	R Lynn Marsing
3)	Santa Clara City, Utah New Substation "West" 69kV – 12470; 5MVA Single Bay Two Circuits	Project Manager:	Steve Olsen
4)	Western Area Power Administration Deer Creek Switchyard 2400 – 43.8kV; 5MVA Single Bay One Circuit	Project Manager:	R Lynn Marsing Steve Olsen
5)	Geneva Steel – Orem, Utah Substation #1 138kV – 13800; 190MVA Three Bays Multiple Circuits	Project Manager:	R Lynn Marsing
6)	Geneva Steel – Orem, Utah Substation #2 138kV – 13800; 50MVA rebuild One Bay with 138kV ring bus Multiple Circuits	Project Manager:	Steve Olsen
7)	State of Utah – DFCM Draper Prison Substation 46kV – 12470; 10MVA Two Bays Three Circuits	Project Manager:	R Lynn Marsing

8)	Lehi City, Utah Substation #3 46kV – 12470; 10MVA Two Bays Four Circuits	Project Manager:	R Lynn Marsing
9)	Overton Power District – Mesquite, Nevada Casablanca Casino Substation 69kV –12470; 10MVA Two Bays Four Circuits	Project Manager:	R Lynn Marsing
10)	Lehi City, Utah Temporary Substation 46kV – 12470; 3MVA Two Circuits	Project Manager:	Rhet Marsing
11)	Lehi City, Utah Substation #2 Hot Rebuild 46kV – 12470: 10MVA Two Bay Multiple Circuits	Project Manager:	Steve Olsen
12)	Morton International – Ogden, Utah Module Facility Substation 46kV – 12470; 20MVA Two Bays Seven Circuits	Project Manager:	R Lynn Marsing Rhet Marsing
13)	Washington City, Utah Main Street Substation 69kV - 12470; 10MVA Two Bays Four Circuits	Project Manager:	Rhet Marsing Barney Walker
14)	Overton Power District – Mesquite, Nevada Casablanca Casino Substation 69Kv Rebuild	Project Manager:	R Lynn Marsing
15)	Lehi City, Utah Substation #5 Foundations Only	Project Manager:	Rhet Marsing Barney Walker
16)	Kaysville City, Utah 200 North Substation 46kV – 12470; 10MVA One Bay Four Circuits	Project Manager:	Rhet Marsing Steve Olsen

17) North Substation
Eagle Mountain, Utah
138kV – 12470; 20MVA
Two Bays
Six Circuits — Project Manager: R Lynn Marsing, Rhet Marsing

18) Spanish Fork City
Woodhouse Substation
Foundations and Bus — Project Manager: Rhet Marsing

19) Heber City
Jailhouse Substation
Install Bus, Install and
Time Switches — Project Manager: Rhet Marsing

20) Heber City
Midway Substation
Reconstruct Bus, Modify
Steel Structures — Project Manager: Rhet Marsing

21) College of Eastern Utah
Price, Utah
New Substation
46 kV – 12470; 4MVA
One Bay
Three Circuits — Project Manager: Rhet Marsing, R Lynn Marsing

22) Kennecott Land Corp
Salt Lake City, Utah
Salt Lake Canal Substation
46 kV -12470; 5MVA
One Circuit — Project Manager: Rhet Marsing

23) Kennecott Land Corp
Salt Lake City, Utah
Treatment Plant Substation
46 kV – 12470; 5 MVA
One Circuit — Project Manager: Rhet Marsing

24) Washington City, Utah
Coral Canyon Substation
69 kV – 12470; 10MVA
One Bay
Three Circuits — Project Manager: Rhet Marsing, R Lynn Marsing

25)	Washington City, Utah Buena Vista Substation 69 kV – 12470: 10MVA One Bay Three Circuits	Project Manager:	R Lynn Marsing Rhet Marsing
26)	St. George Utah Skyline 138 kV Substation Addition Switch Station & Ring Bus	Project Manager:	R Lynn Marsing
27)	Washington City, Utah Sienna Hills Substation 69kV – 12470: 10MVA One Bay Three Circuits	Project Manager:	Rhet Marsing
28)	Parowan City, Utah Earl Bunn Substation 34.5kV – 12470: 10MVA Two Bay Three Circuits	Project Manager:	Rhet Marsing
29)	Santa Clara City, Utah Paul Grimshaw New Substation 69kV – 12470: 10MVA Two Bay Six Circuits	Project Manager:	R Lynn Marsing
30)	Page Electric Utility Page, Arizona Powell Substation 69kV – 21600: 12MVA Two Circuits	Project Manager:	Rhet Marsing R Lynn Marsing
31)	Page Electric Utility Page, Arizona Slavens Substation 69kV – 21600: 10MVA Two Circuits	Project Manager:	Rhet Marsing R Lynn Marsing
32)	Enterprise City, Utah Enterprise 34.5 Substation 34.5kV – 12470: 5MVA Two Bays Two Circuits	Project Manager:	Rhet Marsing R Lynn Marsing

33)	Eagle Mountain South Sub The City of Eagle Mountain 138kV to 12470: 20 MVA Two Bays Six Circuits	Project Manager:	Rhet Marsing Lynn Marsing
34)	Eagle Mountain North Sub The City of Eagle Mountain 138kV High Side Re-Construction New Breakers, Switches, Bus And Control Building	Project Manager:	Lynn Marsing Rhet Marsing
35)	Murdock Substation Lehi. City 138kV to 12470: 20 MVA Two Bays Four Circuits	Project Manager:	Rhet Marsing Lynn Marsing
36)	Bull River Substation Lehi, City 138kV to 12470: 20 MVA Two Bays, Eight Circuits	Project Manager:	Lynn Marsing Rhet Marsing
37)	Veyo Substaton UAMPS 12470 to 34.5 Step Up Substation 10MVA One Bay Two Circuits	Project Manager:	Rhet Marsing Lynn Marsing
38)	Spring Creek Substation Lehi, City 138kV to 12470: 20MVA One Bay Eight Circuits	Project Manager:	Lynn Marsing Rhet Marsing
39)	West Side Substation Lehi, City 138kV to 12470: 20MVA Two Bays Eight Circuits	Project Manager	Rhet Marsing Lynn Marsing
40)	West Side Metering Substation Lehi, City 138kV Metering Yard	Project Manager	Rhet Marsing Lynn Marsing
41)	Parkway Sustation Washington City 69kV to 12470: 20MVA Two Bays 3 active circuits 3 future	Project Manager	Lynn Marsing Rhet Marsing

42)	Island Road Substation Morgan City 69kV to 12470: 10MVA Two Circuits	Project Manager	Rhet Marsing Lynn Marsing
43)	900 East Substation Provo City 46kV to 12470: 10MVA Two Bays Four Circuits	Project Manager	Rhet Marsing Lynn Marsing
44)	South State Substation Provo City 46kV to 12470: 10MVA One Bay Two Circuits	Project Manager	Rhet Marsing Lynn Marsing
45)	Lehi Bull River Substation Lehi, Utah 46kV to 12470 Upgrade One Bay	Project Manager	Rhet Marsing Lynn Marsing
46)	Lehi Glen Carter Substation Lehi, Utah 138kV to 12471: 20MVA Two Bays Eight Circuits	Project Manager	Rhet Marsing Lynn Marsing
(47)	Google Data Center Reno, Nevada 120Kv Switch Yard	Project Manager	Lynn Marsing
(48)	Lehi Metering Substation Lehi, Utah 138Kv	Project Manager	Lynn Marsing Rhet Marsing
(49)	Provo Mt Vista Substation Provo, Utah 138Kv to 12470 Two Bays Four Circuits	Project Manager	Lynn Marsing Rhet Marsing
(50)	Industrial Substation #3 Nephi, Utah 46Kv to 12470 One Bay Three Circuits	Project Manager	Lynn Marsing Rhet Marsing

(51)	North Point Substation Lehi, Utah 138kV to 12470 Two Bays Four Circuits	Project Manager	Lynn Marsing Rhet Marsing
(52)	Schick Substation Kaysville, Utah 138kV to 12470 Bay Two Three Circuits	Project Manager	Lynn Marsing Rhet Marsing

Contact Information

RME
P.O. Box 759
1372 West 1955 North
Price, Utah 84501

Phone: Lynn Marsing: 435-650-3698
Phone: Rhet Marsing: 435-650-1336
E-mail: lynn@rmeusa.com

References:

Joel Eves
Lehi City
Phone: 801-420-6284

Titus Bills
Provo City
Phone: 801-369-4449

Brent Thomas
Lehi City
Phone: 801-851-0331

Phil Faulk
Page Utilities Enterprises
Phone: 928-660-2412

Rick Hansen
Washington City
Phone: 435-656-6320

Agenda Item No: 7

City Council Agenda Item Report

Meeting Date: January 27, 2026
Submitted By: Katie Bussell
Submitting Department: Planning Division
Item Type: Resolution
Agenda Section: Regular Agenda

Subject:
Consideration of Resolution #2026-03, approving amendments to the ProSteel Customs Development Agreement.

Suggested Action:

Attachments:

Res 2026-03.docx

CC Staff Report ProSteel Customs Dev Agreement Amendment 01.27.26.docx

Prosteel Customs Development Agreement Amendment (by SR Prime Auto) DRC 12.10.25.docx

Malakas Development agreement unsigned DRAFT with Kim's Comments.pdf

ProSteel Customs Development Agreement Amendment.pdf

ProSteel Customs aerial.pdf

ProSteel Customs Zoning.pdf

ProSteel Customs general plan.pdf

LEHI CITY

RESOLUTION NO. 2026-03

A RESOLUTION OF THE LEHI CITY COUNCIL APPROVING A DEVELOPMENT AGREEMENT AMENDMENT BETWEEN DUSTY YATES AND LEHI CITY

WHEREAS, Dusty Yates ("Developer") has a legal interest in certain real property and desires to develop a commercial project on the property for a business that would be classified as Automobile Sales/Rentals and needs an amendment to have the agreement be between the property owner and the City;

WHEREAS, on January 8th, 2026, the Planning Commission 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 Planning Commission, the Council finds: (i) that it should approve the amendment to the previously approved Development Agreement with ProSteel Customs; and (ii) such action furthers the health, safety and welfare of the citizens of Lehi.

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

1. The Development Agreement attached hereto as Exhibit "A" is hereby approved and the Mayor is authorized to execute the agreement and take all other such action as is necessary to make it effective.

2. This resolution shall take effect immediately.

Approved and Adopted by the City Council of Lehi City, Utah this 27th day of January, 2026.

LEHI CITY ATTEST

_____

_____

Paul Binns, Mayor Teisha Wilson, City Recorder

EXHIBIT A

MALAKAS LLC DEVELOPMENT AGREEMENT

EXHIBIT B

(Legal Description of the Property)

Taxing Description: COM S 1182.52 FT & E 73.04 FT FR NW COR. SEC. 18, T5S, R1E, SLB&M.; S 89 DEG 17' 52" E 226.77 FT; ALONG A CURVE TO R (CHORD BEARS: S 9 DEG 24' 50" W 68.26 FT, RADIUS = 560 FT); ALONG A CURVE TO L (CHORD BEARS: S 7 DEG 4' 28" W 130.1 FT, RADIUS = 640 FT); S 0 DEG 14' 26" W 22.29 FT; S 65 DEG 6' 19" W 17.88 FT; S 4 DEG 4' 3" W 9.01 FT; S 45 DEG 35' 53" W 3.15 FT; S 0 DEG 1' 54" E 6.99 FT; ALONG A CURVE TO R (CHORD BEARS: S 77 DEG 45' 23" W 16.95 FT, RADIUS = 39 FT); N 89 DEG 41' 16" W 179.38 FT; N 3 DEG 34' 8" E 250.33 FT TO BEG. AREA 1.227 AC.

PROSTEEL CUSTOMS DEVELOPMENT AGREEMENT AMENDMENT CITY COUNCIL REPORT

Applicant	Dusty Yates/SR Prime Auto		
Meeting Date	January 27, 2026		
Requested Action/Purpose	Review of a proposed Development Agreement amendment		
Location	2322 West Main Street		
Project Area	1.2 acres		
Existing Zoning	Commercial		
General Plan Land Use Designation	Commercial		
Existing Land Use	Auto repair		
Adjacent Zoning and Land Use	*North*	R-2	Single-family residential
	South	TH-5	Future commercial
	East	R-2	Single-family residential
	West	C	Commercial
Date of DRC Review	December 10, 2025		
Date of Planning Commission Review	January 8, 2026		
Assigned Planner	Katie Bussell		

REQUIRED ACTION

Planning Commission	Review and recommendation
City Council	Final approval

APPLICABLE DEVELOPMENT CODE REGULATIONS

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

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

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

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

APPLICABLE STATE CODE REGULATIONS

10-9a-532

(2) (a) A development agreement may not:

(i) limit a municipality's authority in the future to:

(A) enact a land use regulation; or

(B) take any action allowed under Section 10-8-84;

(ii) require a municipality to change the zoning designation of an area of land within the municipality in the future; or

(iii) allow a use or development of land that applicable land use regulations governing the area subject to the development agreement would otherwise prohibit, unless the legislative body approves the development agreement in accordance with the same procedures for enacting a land use regulation under Section 10-9a-502, including a review and recommendation from the planning commission and a public hearing.

PROPERTY HISTORY

May 29, 2025 The Lehi City Council approved the ProSteel Customs Development Agreement.

REPORT ANALYSIS

The applicant is requesting an amendment to the ProSteel Customs Development Agreement to put the agreement in the property owner's name rather than the tenants name. The original ProSteel Customs Development agreement had language that stated the development agreement is only valid between the Business (ProSteel Customs) and the City. The original agreement allowed for the use of automobile sales/rentals, which is not permitted in the Commercial zone, but would be under the agreement. ProSteel Customs has left the property, and the owner desires to bring in a similar tenant for the same use of automobile sales and rental.

The only changes this amendment would accomplish would be that it is between the property owner and the City, and that the agreement would terminate if the use changes or if the property owner sells or transfers the property. These language changes would help avoid this situation in the future while still allowing the property owner to use his property has intended.

There were five redline comments from the DRC including:

1. Development agreement will need to be with the property owner, Yates, and we will modify the language so that the development agreement will terminate if the use changes or if the property owner sells the property.
2. Recommend modifying the language in the agreement to simply allow Automobile Sales/Rental, and remove references to U-Haul, since it's covered under the umbrella of Automobile Sales/Rental.
3. Staff will redline the original document with changes requested and send it to owner and business for approval prior to Planning Commission.

Staff has addressed the above comments with a redline version of the document, which has been included in this packet. Please consider all DRC comments in your motion.

POSSIBLE MOTIONS AND FINDINGS

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

1. The proposed Development Code amendment 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 concept plan on January 8, 2026. The minutes and motion from this meeting are as follows:

4.10) Public Hearing and recommendation of Malakas LLC's request for amendment to the ProSteel Customs Development Agreement.

Brittney Harris presented the item. This development agreement was approved last year with the tenant of the property. The property owner wants to adjust it so that their name is included in the agreement.

Dusty Yates, the applicant, was present. He noted that U-Hauls have been removed from the agreement. He also mentioned the work he's done on the park strip in response to complaints received.

Commissioner Eyre opened and closed public comment.

> **Motion:** Commissioner Roberts moved to give a positive recommendation to the Lehi City Council. He included all DRC comments. Commissioner Gehman seconded.
>
> **Vote:** Commissioner Gehman, yes. Commissioner Jones, yes. Commissioner Eyre, yes. Commissioner Kunze, yes. Commissioner Roberts, yes.
>
> Motion passed unanimously.

Prosteel Customs Development Agreement
DRC Redline Comments

Alex Ness and Dusty Yates – Requests review of amendments to the existing Prosteel Customs Development Agreement, amending the vested rights provisions to allow SR Prime Auto to continue the Automobile Sales and Rental Use for their new business.

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: Dan Ford, Dusty Yates
Date of Plans Reviewed: 12/01/25
Time Start: 1:05 PM
Time End: 1:10 PM

DRC REDLINE COMMENTS:
Glade – Power: No comments.
Brad – Fiber: No comments.
Garion – Fire: No comments.
Ryan – Water/Sewer: No comments.
James – Parks:
1. The park strip requires landscaping as per the DRC comment below. Provide landscaping plan that shows landscaping in the park strip. Provide site calculation showing percent of landscaping. The development code requirement is 10% landscaping per site acre.

Gary S. – Building/Inspections: No comments.
Shelbey – Public Works: No comments.
Gary E. – Engineering:
2. Note: this property is planned in the future to only have a right in, right out on 2300 West.

Luke – Traffic: No comments.
Kim – Planning:
3. Development agreement will need to be with the property owner, Yates, and we will modify the language so that the development agreement will terminate if the use changes or if the property owner sells the property.
4. Recommend modifying the language in the agreement to simply allow Automobile Sales/Rental, and remove references to U-Haul, since it's covered under the umbrella of Automobile Sales/Rental.
5. Staff will redline the original document with changes requested and send it to owner and business for approval prior to Planning Commission.

THIS ITEM WILL BE SCHEDULED FOR PLANNING COMMISSION ON JANUARY 8TH.

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.

~~PROSTEEL CUSTOMS~~ MALAKAS LLC DEVELOPMENT AGREEMENT

The City of Lehi, a Utah municipal corporation (the "City"), and ~~ProSteel Customs~~ Malakas LLC (the "~~Business~~Owner"), enter into this Development Agreement (this "Agreement") this _____ day of _____, 20_____ ("Effective Date"), and agree as set forth below. The City and the ~~Business~~Owner are jointly referred to as the "Parties" and each may be referred to individually as "Party."

RECITALS

WHEREAS, the ~~Business~~Owner is the owner of certain real property identified as Assessor's Parcel Number 13:025:0138 specifically described in attached Exhibit A (the "Property") and desires to add Automobile Sales/Rental as a permitted use on the property; and

WHEREAS, the City, acting pursuant to (1) its authority under Utah Code Annotated 10-9a-102(2) et seq., as amended, and (2) the Lehi City Development Code (the "City Code"), and in furtherance of its land use policies, goals, objectives, ordinances, resolutions, and regulations, the City has made certain determinations with respect to the proposed development of the Property and in exercise of its legislative discretion has elected to enter into this Agreement; and

WHEREAS, the Property is currently subject to the Planning and Land Use Ordinance of Lehi City and is within the Commercial zone (the "C" Zone). and

WHEREAS, the ~~Business~~Owner desires to allow Automobile Sales/Rental ("Approved Use") for the sale and rental of ~~U-Haul~~ vehicles ~~and trailers~~ on the Property in conformity with this Agreement; and

WHEREAS, the ~~Business~~Owner and the City acknowledge that the use of the Property pursuant to this Agreement will provide certainty useful to the ~~Business~~Owner and to the City in ongoing and future dealings and relations among the Parties; and

WHEREAS, the City has determined that the proposed development contains features which advance the policies goals and objectives of the Lehi City General Plan, preserve and maintain the open and sustainable atmosphere desired by the citizens of the City, or contribute to capital improvements which substantially benefit the City and will result in planning and economic benefits to the City and its citizens; and

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

NOW THEREFORE, based upon the foregoing recitals and in consideration of the mutual covenants and promises contained set forth herein, the Parties agree as follows:

TERMS

A. Recitals; Definitions. The recitals set forth above are incorporated herein by this reference. Any capitalized term used but not otherwise defined in this Agreement shall have the meaning ascribed to such term in the Planning and Land Use Ordinance of Lehi City**.**

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

C. Conflicting Terms. Other than as stated in this Agreement, the Property shall be developed in accordance with the requirements and benefits provided for in relation to a Commercial zone under the City Code as of the Effective Date. In the event of a discrepancy between the requirements of the City Code, including the Commercial zone, and this Agreement, this Agreement shall control.

D. ~~Business~~Owner Obligations:

1. The ~~Business~~Owner agrees to operate the Approved Use consistent with the requirements set forth in this Agreement and the Lehi City Development Code.

2. Should ~~Business~~Owner abandon the Approved Use for one full year at any time after approval of this agreement, the Approved Use shall expire, this Agreement shall terminate, and only those uses allowed in the Commercial Zone (or the then current zoning of the property) will be allowed.

E. City Obligations:

1. The City shall allow the Approved Use of Automobile Sales/Rental ~~for the sale and rental of U-Haul vehicles and trailers~~ as a permitted use on the Property.

F. Vested Rights and Reserved Legislative Powers.

1. Vested Rights. Consistent with the terms and conditions of this Agreement, City agrees ~~Business~~Owner has the vested right to use the Property in accordance with: (i) the Commercial zoning designation; (ii) the City Code in effect as of the Effective Date and; (iii) the terms of this Agreement. This Agreement is only valid between the City and ~~Business~~Owner, and upon sale or transfer of the Property to another party or individual, this Agreement shall terminate.

2. Reserved Legislative Powers. ~~Business~~Owner acknowledges that the City is restricted in its authority to limit its police power by contract and that the limitations, reservations and exceptions set forth herein are intended to reserve to the City all its police power that cannot be so limited. Notwithstanding the retained power of the City to enact such legislation under the police powers, such legislation shall only be applied to modify the vested rights of ~~Business~~Owner under this Agreement and with respect to use under the zoning designations as referenced above under the terms of this Agreement based upon the policies, facts and circumstances meeting the compelling, countervailing public interest exception to the vested rights doctrine in the State of Utah. Any such proposed change affecting the vested rights of the Property

shall be of general application to all development activity in the City and the State of Utah ; and, unless in good faith the City declares an emergency, ~~Business~~Owner shall be entitled to prior written notice and an opportunity to be heard with respect to the proposed change and its applicability to the Property under the compelling, countervailing public interest exception to the vested rights doctrine. The notice required by this paragraph shall be that public notice published by the City as required by State statute.

G. General Provisions.

1. Notices. All notices, filings, consents, approvals, and other communication provided for herein or given in connection herewith shall be validly given, filed, made, delivered or served if in writing and delivered personally or sent by registered or certified U.S. Postal Service mail, return receipt requested, postage prepaid to the following addresses or to such other addresses as either party may from time to time designate in writing and deliver in like manner. Any such change of address shall be given at least 10 days before the date on which the change is to become effective:

If to City: ATTN: City Recorder
City of Lehi
153 N 100 E
Lehi City, Utah 84043
Attn: City Recorder

If to ~~Business~~Owner: ~~ProSteel Customs~~ Malakas LLC
2322 W Main Street
Lehi], Utah 84043

2. Mailing Effective. Notices given by mail shall be deemed delivered 72 hours following deposit with the U.S. Postal Service in the manner set forth above.

3. No Waiver. Any party's failure to enforce any provision of this Agreement shall not constitute a waiver of the right to enforce such provision. The provisions may be waived only in writing by the party intended to be benefited by the provisions, and a waiver by a party of a breach hereunder by the other Party shall not be construed as a waiver of any succeeding breach of the same or other provisions.

4. Headings. The descriptive headings of the paragraphs of this Agreement are inserted for convenience only and shall not control or affect the meaning or construction of any provision this Agreement.

5. Authority. The parties to this Agreement represent to each other that they have full power and authority to enter into this Agreement, and that all necessary actions have been taken to give full force and effect to this Agreement. ~~Business~~Owner represents and warrants it is fully formed and validly existing under the laws of the State of Utah, and that it is duly qualified to do business in the State of Utah and is in good standing under applicable state laws. ~~Business~~Owner and the City warrant to each other that the individuals executing this Agreement on behalf of their respective parties are authorized and empowered to bind the parties on whose

behalf each individual is signing. ~~Business~~Owner represents to the City that by entering into this Agreement ~~Business~~Owner has bound all persons and entities having a legal or equitable interest to the terms of the Agreement as of the Effective Date.

6. Entire Agreement. This Agreement, together with the Exhibits attached hereto, documents referenced herein, and all regulatory approvals given by the City for the Property contain the entire agreement of the parties with respect to the subject matter hereof and supersede any prior promises, representations, warranties, inducements or understandings between the parties which are not contained in such agreements, regulatory approvals and related conditions.

7. Amendment. This Agreement may be amended in whole or in part with respect to all or any portion of the Property by the mutual written consent of the parties to this Agreement or by their successors-in-interest or assigns. Any such amendment of this Agreement shall be recorded in the official records of the Utah County Recorder's Office.

8. Severability. If any of the provisions of this Agreement are declared void or unenforceable, such provision shall be severed from this Agreement. This Agreement shall otherwise remain in full force and effect provided the fundamental purpose of this Agreement and ~~Business~~Owner's ability to complete the development of the Property as set forth in the Concept Plan is not defeated by such severance.

9. Governing Law. The laws of the State of Utah shall govern the interpretation and enforcement of the Agreement. The parties shall agree that the venue for any action commenced in connection with this Agreement shall be proper only in a court of competent jurisdiction located in Utah County, Utah. The Parties hereby expressly waive any right to object to such choice of law or venue.

10. Remedies. If any party to this Agreement breaches any provision of this Agreement, the non-defaulting party shall be entitled to all remedies available at both law and in equity.

11. Attorney's Fee and Costs. If any party brings legal action either because of a breach of the Agreement or to enforce a provision of the Agreement, the prevailing party shall be entitled to reasonable attorney's fees and court costs.

12. Binding Effect. The benefits and burdens of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors in interest and assigns. This Agreement shall be incorporated by reference in any instrument purporting to convey an interest in the Property.

13. No Agency Created. Nothing contained in the Agreement shall create any partnership, joint venture, or agency relationship between the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

[SIGNATURES TO FOLLOW ON NEXT PAGE]

CITY OF LEHI,
a Utah Municipal Corporation

By: _____ _____
Mark Johnson, Mayor

State of Utah)
:ss
County of Utah)

On this _____ day of _____, 20_____, personally appeared before me, whose identity is personally known to me or proved to me on the basis of satisfactory evidence, and who affirmed that he/she is the Mayor of the City of Lehi, a Utah municipal corporation, and said document was signed by him/her on behalf of said municipal corporation by authority of the Lehi Municipal City Code by a Resolution of the Lehi City Council, and he/she acknowledged to me that said municipal corporation executed the same.

_____
Notary Public
My Commission Expires:

ProSteel Customs,

By: _____

Name: _____ (*printed*)

Title: _____

State of Utah)
:ss
County of Utah)

The foregoing instrument was acknowledged before me this _____ day of _____, 20_____, by _____, the _____ of Click or tap here to enter text., a Click or tap here to enter text., on behalf of the Click or tap here to enter text.. Witness my hand and official seal.

_____
Notary Public
My Commission Expires:

EXHIBIT A

(Legal Description of the Property)

Serial Number: 13:025:0138

COM S 1182.52 FT & E 73.04 FT FR NW COR. SEC. 18, T5S, R1E, SLB&M.; S 89 DEG 17' 52" E 226.77 FT; ALONG A CURVE TO R (CHORD BEARS: S 9 DEG 24' 50" W 68.26 FT, RADIUS = 560 FT); ALONG A CURVE TO L (CHORD BEARS: S 7 DEG 4' 28" W 130.1 FT, RADIUS = 640 FT); S 0 DEG 14' 26" W 22.29 FT; S 65 DEG 6' 19" W 17.88 FT; S 4 DEG 4' 3" W 9.01 FT; S 45 DEG 35' 53" W 3.15 FT; S 0 DEG 1' 54" E 6.99 FT; ALONG A CURVE TO R (CHORD BEARS: S 77 DEG 45' 23" W 16.95 FT, RADIUS = 39 FT); N 89 DEG 41' 16" W 179.38 FT; N 3 DEG 34' 8" E 250.33 FT TO BEG. AREA 1.227 AC.

PROPOSED REVISION TO DEVELOPMENT AGREEMENT

SR Prime Auto, LLC

Development Agreement Amendment Request

Property Address: 2322 S Main Street, Lehi, UT
Applicant: SR Prime Auto, LLC
Request: Amendment to Existing Development Agreement to Allow Continuation of Previously Approved Auto-Related Use

Date: 12/01/2025

---

1. Purpose of Amendment

The purpose of this amendment is to update the previously approved Development Agreement (originally executed for Pro Steel Customs) by transferring the vested auto-related use rights to the new operator, SR Prime Auto, LLC, without changing or expanding the previously approved commercial use.

SR Prime Auto requests no new zoning, no additional intensity, and no modifications to the approved use category.
The request is strictly limited to recognition of the same auto-related commercial activity that has historically been permitted at this location.

---

2. Proposed Revision to Vested Use Language

Replace existing termination language with the following:

"The vested rights and permitted land use established under this Development Agreement shall transfer to and remain in effect for the new business operator, SR Prime Auto, LLC, and shall not terminate solely due to change of business ownership or operation. All previously approved auto-related commercial uses shall continue to be valid for SR Prime Auto, LLC, subject to all applicable City codes."

This revision preserves the intent of the original agreement while allowing continuity of business operations consistent with the prior use.

---

3. Auto Dealerships on Main Street – Established Commercial Pattern

Auto-related commercial uses already operate on Main Street in Lehi, demonstrating long-standing compatibility with the corridor.

Examples of existing dealerships and auto businesses on or adjacent to Main Street include:

- **Reed Auto Sales (Main Street)**
- **Autos Inc. (near Main Street corridor)**
- **Low Book Sales (immediate Main Street vicinity)**
- **Ken Garff / Driven Auto Group properties (near Main corridor)**
- **Additional long-standing auto-related commercial uses throughout the Main Street zoning district**

These businesses have operated within city standards for many years.
SR Prime Auto's proposed use is identical in character to these established uses and does not introduce any new impacts beyond what the City already approves and supports on Main Street.

---

4. Economic Benefits for Lehi City

Approving the continuation of the auto-related use for SR Prime Auto will:

- **Increase Sales Tax revenue for Lehi City**
- **Draw vehicle-buying traffic from surrounding cities (Orem, Vineyard, American Fork, Saratoga Springs, Eagle Mountain, Pleasant Grove)**
- **Support commercial vitality of Main Street**
- **Improve activation and utilization of a highly visible commercial parcel**

Auto dealerships generate high-value taxable transactions, representing a strong benefit for the City compared to many other commercial uses.

---

5. Business Background of SR Prime Auto

SR Prime Auto, LLC is a well-established, full-service auto dealership operating for over 12 years in Utah.

Key points for the City's consideration:

- **SR Prime Auto is recognized as a Clean Dealer, specializing exclusively in vehicles with clean titles and high mechanical standards**
- **No salvage, rebuild, junk, or auction scrap inventory**
- **Transparent pricing, lawful practices, and full compliance with Utah dealership regulations**

- **Strong reputation across Utah County**
- **Committed to maintaining an organized, visually clean, code-compliant commercial lot**
- **Professional, community-oriented business operation**

SR Prime Auto respectfully requests that Lehi City consider the long-standing reputation of the business and its contribution to local commercial standards.

---

6. No Change in Use Intensity or Site Conditions

SR Prime Auto is not requesting any site expansion, additional structures, zoning exceptions, variances, or land-use intensification.

The dealership will operate:

- **Within the same commercial category previously approved**
- **Within existing site improvements**
- **With full compliance with Lehi City codes, including parking, lighting, traffic flow, landscaping, and signage**

---

7. Summary of Request

SR Prime Auto respectfully asks for approval of an amendment to:

1. **Transfer the vested rights from the prior business (Pro Steel Customs) to SR Prime Auto, LLC**
2. **Maintain the previously approved auto-related commercial use without modification**
3. **Recognize the existing commercial pattern of auto dealerships on Main Street**
4. **Support a business that will positively contribute to Sales Tax and economic activity in Lehi**
5. **Allow a reputable, long-established Utah dealership to invest and operate responsibly within the Lehi community**

Applicant Contact

Alex Ness – Owner, SR Prime Auto, LLC
Phone: 801-420-1063
Email: srprimellc@gmail.com

Exhibit A

3,942 SF building area at 2322 S Main Street, Lehi, Utah 84043,
together with 1.22 acres and an 8,520 SF fenced yard.)



PROSTEEL CUSTOMS DEVELOPMENT AGREEMENT

The City of Lehi, a Utah municipal corporation (the "City"), and ProSteel Customs (the "Business"), enter into this Development Agreement (this "Agreement") this 29th day of May, 2025 ("Effective Date"), and agree as set forth below. The City and the Business are jointly referred to as the "Parties" and each may be referred to individually as "Party."

ENT 45710:2025 PG 1 of 7
ANDREA ALLEN
UTAH COUNTY RECORDER
2025 Jun 19 04:26 PM FEE 40.00 BY MG
RECORDED FOR LEHI CITY

RECITALS

WHEREAS, the Business is the owner of certain real property identified as Assessor's Parcel Number 13:025:0138 specifically described in attached Exhibit A (the "Property") and desires to add Automobile Sales/Rental as a permitted use on the property; and

WHEREAS, the City, acting pursuant to (1) its authority under Utah Code Annotated 10-9a-102(2) et seq., as amended, and (2) the Lehi City Development Code (the "City Code"), and in furtherance of its land use policies, goals, objectives, ordinances, resolutions, and regulations, the City has made certain determinations with respect to the proposed development of the Property and in exercise of its legislative discretion has elected to enter into this Agreement; and

WHEREAS, the Property is currently subject to the Planning and Land Use Ordinance of Lehi City and is within the Commercial zone (the "C" Zone). and

WHEREAS, the Business desires to allow Automobile Sales/Rental ("Approved Use") for the sale and rental of U-Haul vehicles and trailers on the Property in conformity with this Agreement; and

WHEREAS, the Business and the City acknowledge that the use of the Property pursuant to this Agreement will provide certainty useful to the Business and to the City in ongoing and future dealings and relations among the Parties; and

WHEREAS, the City has determined that the proposed development contains features which advance the policies goals and objectives of the Lehi City General Plan, preserve and maintain the open and sustainable atmosphere desired by the citizens of the City, or contribute to capital improvements which substantially benefit the City and will result in planning and economic benefits to the City and its citizens; and

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

NOW THEREFORE, based upon the foregoing recitals and in consideration of the mutual covenants and promises contained set forth herein, the Parties agree as follows:

TERMS

A. Recitals; Definitions. The recitals set forth above are incorporated herein by this reference. Any capitalized term used but not otherwise defined in this Agreement shall have the meaning ascribed to such term in the Planning and Land Use Ordinance of Lehi City.

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

C. Conflicting Terms. Other than as stated in this Agreement, the Property shall be developed in accordance with the requirements and benefits provided for in relation to a Commercial zone under the City Code as of the Effective Date. In the event of a discrepancy between the requirements of the City Code, including the Commercial zone, and this Agreement, this Agreement shall control.

D. Business Obligations:

1. The Business agrees to operate the Approved Use consistent with the requirements set forth in this Agreement and the Lehi City Development Code.

2. Should Business abandon the Approved Use for one full year at any time after approval of this agreement, the Approved Use shall expire, this Agreement shall terminate, and only those uses allowed in the Commercial Zone (or the then current zoning of the property) will be allowed.

E. City Obligations:

1. The City shall allow the Approved Use of Automobile Sales/Rental for the sale and rental of U-Haul vehicles and trailers as a permitted use on the Property.

F. Vested Rights and Reserved Legislative Powers.

1. Vested Rights. Consistent with the terms and conditions of this Agreement, City agrees Business has the vested right to use the Property in accordance with: (i) the Commercial zoning designation; (ii) the City Code in effect as of the Effective Date and; (iii) the terms of this Agreement. This Agreement is only valid between the City and Business, and upon sale or transfer of the Property to another party or individual, this Agreement shall terminate.

2. Reserved Legislative Powers. Business acknowledges that the City is restricted in its authority to limit its police power by contract and that the limitations, reservations and exceptions set forth herein are intended to reserve to the City all its police power that cannot be so limited. Notwithstanding the retained power of the City to enact such legislation under the police powers, such legislation shall only be applied to modify the vested rights of Business under this Agreement and with respect to use under the zoning designations as referenced above under the terms of this Agreement based upon the policies, facts and circumstances meeting the compelling, countervailing public interest exception to the vested rights doctrine in the State of Utah. Any such proposed change affecting the vested rights of the Property shall be of general

application to all development activity in the City and the State of Utah ; and, unless in good faith the City declares an emergency, Business shall be entitled to prior written notice and an opportunity to be heard with respect to the proposed change and its applicability to the Property under the compelling, countervailing public interest exception to the vested rights doctrine. The notice required by this paragraph shall be that public notice published by the City as required by State statute.

G. General Provisions.

1. Notices. All notices, filings, consents, approvals, and other communication provided for herein or given in connection herewith shall be validly given, filed, made, delivered or served if in writing and delivered personally or sent by registered or certified U.S. Postal Service mail, return receipt requested, postage prepaid to the following addresses or to such other addresses as either party may from time to time designate in writing and deliver in like manner. Any such change of address shall be given at least 10 days before the date on which the change is to become effective:

If to City: ATTN: City Recorder
City of Lehi
153 N 100 E
Lehi City, Utah 84043
Attn: City Recorder

If to Business: ProSteel Customs
2322 W Main Street
Lehi], Utah 84043

2. Mailing Effective. Notices given by mail shall be deemed delivered 72 hours following deposit with the U.S. Postal Service in the manner set forth above.

3. No Waiver. Any party's failure to enforce any provision of this Agreement shall not constitute a waiver of the right to enforce such provision. The provisions may be waived only in writing by the party intended to be benefited by the provisions, and a waiver by a party of a breach hereunder by the other Party shall not be construed as a waiver of any succeeding breach of the same or other provisions.

4. Headings. The descriptive headings of the paragraphs of this Agreement are inserted for convenience only and shall not control or affect the meaning or construction of any provision this Agreement.

5. Authority. The parties to this Agreement represent to each other that they have full power and authority to enter into this Agreement, and that all necessary actions have been taken to give full force and effect to this Agreement. Business represents and warrants it is fully formed and validly existing under the laws of the State of Utah, and that it is duly qualified to do business in the State of Utah and is in good standing under applicable state laws. Business and the City warrant to each other that the individuals executing this Agreement on behalf of their respective parties are authorized and empowered to bind the parties on whose behalf each

individual is signing. Business represents to the City that by entering into this Agreement Business has bound all persons and entities having a legal or equitable interest to the terms of the Agreement as of the Effective Date.

6. Entire Agreement. This Agreement, together with the Exhibits attached hereto, documents referenced herein, and all regulatory approvals given by the City for the Property contain the entire agreement of the parties with respect to the subject matter hereof and supersede any prior promises, representations, warranties, inducements or understandings between the parties which are not contained in such agreements, regulatory approvals and related conditions.

7. Amendment. This Agreement may be amended in whole or in part with respect to all or any portion of the Property by the mutual written consent of the parties to this Agreement or by their successors-in-interest or assigns. Any such amendment of this Agreement shall be recorded in the official records of the Utah County Recorder's Office.

8. Severability. If any of the provisions of this Agreement are declared void or unenforceable, such provision shall be severed from this Agreement. This Agreement shall otherwise remain in full force and effect provided the fundamental purpose of this Agreement and Business's ability to complete the development of the Property as set forth in the Concept Plan is not defeated by such severance.

9. Governing Law. The laws of the State of Utah shall govern the interpretation and enforcement of the Agreement. The parties shall agree that the venue for any action commenced in connection with this Agreement shall be proper only in a court of competent jurisdiction located in Utah County, Utah. The Parties hereby expressly waive any right to object to such choice of law or venue.

10. Remedies. If any party to this Agreement breaches any provision of this Agreement, the non-defaulting party shall be entitled to all remedies available at both law and in equity.

11. Attorney's Fee and Costs. If any party brings legal action either because of a breach of the Agreement or to enforce a provision of the Agreement, the prevailing party shall be entitled to reasonable attorney's fees and court costs.

12. Binding Effect. The benefits and burdens of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors in interest and assigns. This Agreement shall be incorporated by reference in any instrument purporting to convey an interest in the Property.

13. No Agency Created. Nothing contained in the Agreement shall create any partnership, joint venture, or agency relationship between the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

[SIGNATURES TO FOLLOW ON NEXT PAGE]

CITY OF LEHI,
a Utah Municipal Corporation

By: _____ _____
Mark Johnson, Mayor

State of Utah)
:ss
County of Utah)

On this _____ day of _____, 20_____, personally appeared before me, whose identity is personally known to me or proved to me on the basis of satisfactory evidence, and who affirmed that he/she is the Mayor of the City of Lehi, a Utah municipal corporation, and said document was signed by him/her on behalf of said municipal corporation by authority of the Lehi Municipal City Code by a Resolution of the Lehi City Council, and he/she acknowledged to me that said municipal corporation executed the same.

_____
Notary Public
My Commission Expires:

ProSteel Customs,

By: _____

Name: _____ (*printed*)

Title: _____

State of Utah)
:ss
County of Utah)

The foregoing instrument was acknowledged before me this _____ day of _____, 20_____, by _____, the _____ of Click or tap here to enter text., a Click or tap here to enter text., on behalf of the Click or tap here to enter text..
Witness my hand and official seal.

_____
Notary Public
My Commission Expires:

[SIGNATURES TO FOLLOW ON NEXT PAGE]

CITY OF LEHI,
a Utah Municipal Corporation

By: _____
Mark Johnson, Mayor

Jessica Wilson

State of Utah)
:ss
County of Utah)

On this 29 day of May, 2025, personally appeared before me, whose identity is personally known to me or proved to me on the basis of satisfactory evidence, and who affirmed that he/she is the Mayor of the City of Lehi, a Utah municipal corporation, and said document was signed by him/her on behalf of said municipal corporation by authority of the Lehi Municipal City Code by a Resolution of the Lehi City Council, and he/she acknowledged to me that said municipal corporation executed the same.

SHERRIE BENSON
NOTARY PUBLIC - STATE OF UTAH
My Commission Expires May 15, 2027
COMMISSION NUMBER 731175

Notary Public
My Commission Expires:

ProSteel Customs,

By: DONATHAN WHITCOMB

Name: DONATHAN WHITCOMB *(printed)*

Title: OWNER

State of Utah)
:ss
County of Utah)

The foregoing instrument was acknowledged before me this 21 day of May, 2025, by Donathan Whitcomb, the Owner of ~~Click or tap here to enter text.~~, on behalf of the ~~Click or tap here to enter text.~~
Witness my hand and official seal.

CI
Pro steel Customs

Company

Notary Public
My Commission Expires: 06/05/2027

COLE ANTHONY INGRAM
Notary Public - State of Utah
Comm. No. 731540
My Commission Expires on
Jun 5, 2027

EXHIBIT A

(Legal Description of the Property)

Serial Number: 13:025:0138

COM S 1182.52 FT & E 73.04 FT FR NW COR. SEC. 18, T5S, R1E, SLB&M.; S 89 DEG 17' 52" E 226.77 FT; ALONG A CURVE TO R (CHORD BEARS: S 9 DEG 24' 50" W 68.26 FT, RADIUS = 560 FT); ALONG A CURVE TO L (CHORD BEARS: S 7 DEG 4' 28" W 130.1 FT, RADIUS = 640 FT); S 0 DEG 14' 26" W 22.29 FT; S 65 DEG 6' 19" W 17.88 FT; S 4 DEG 4' 3" W 9.01 FT; S 45 DEG 35' 53" W 3.15 FT; S 0 DEG 1' 54" E 6.99 FT; ALONG A CURVE TO R (CHORD BEARS: S 77 DEG 45' 23" W 16.95 FT, RADIUS = 39 FT); N 89 DEG 41' 16" W 179.38 FT; N 3 DEG 34' 8" E 250.33 FT TO BEG. AREA 1.227 AC.

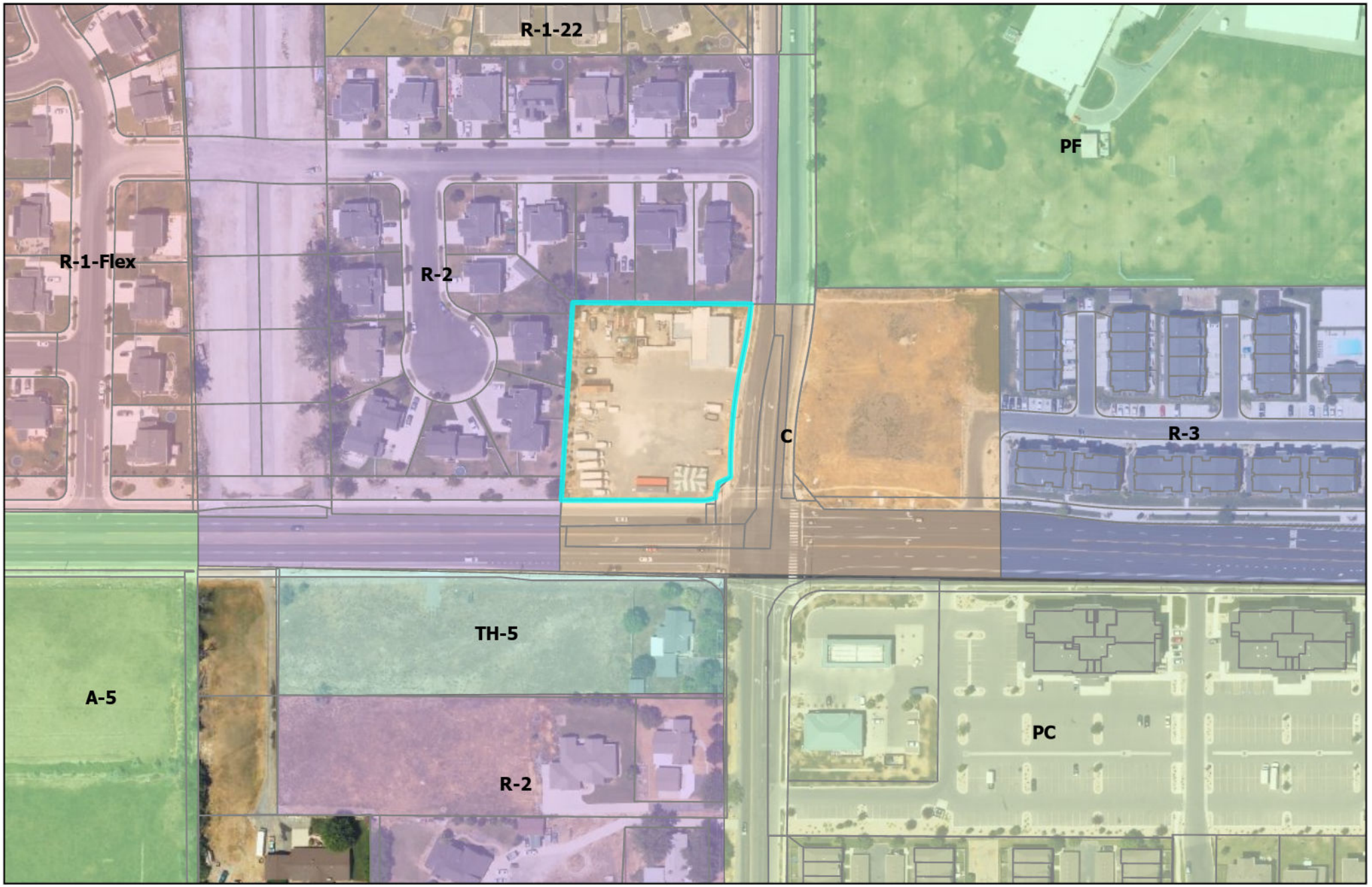
ProSteel Customs Development Agreement Amendment

Aerial Map



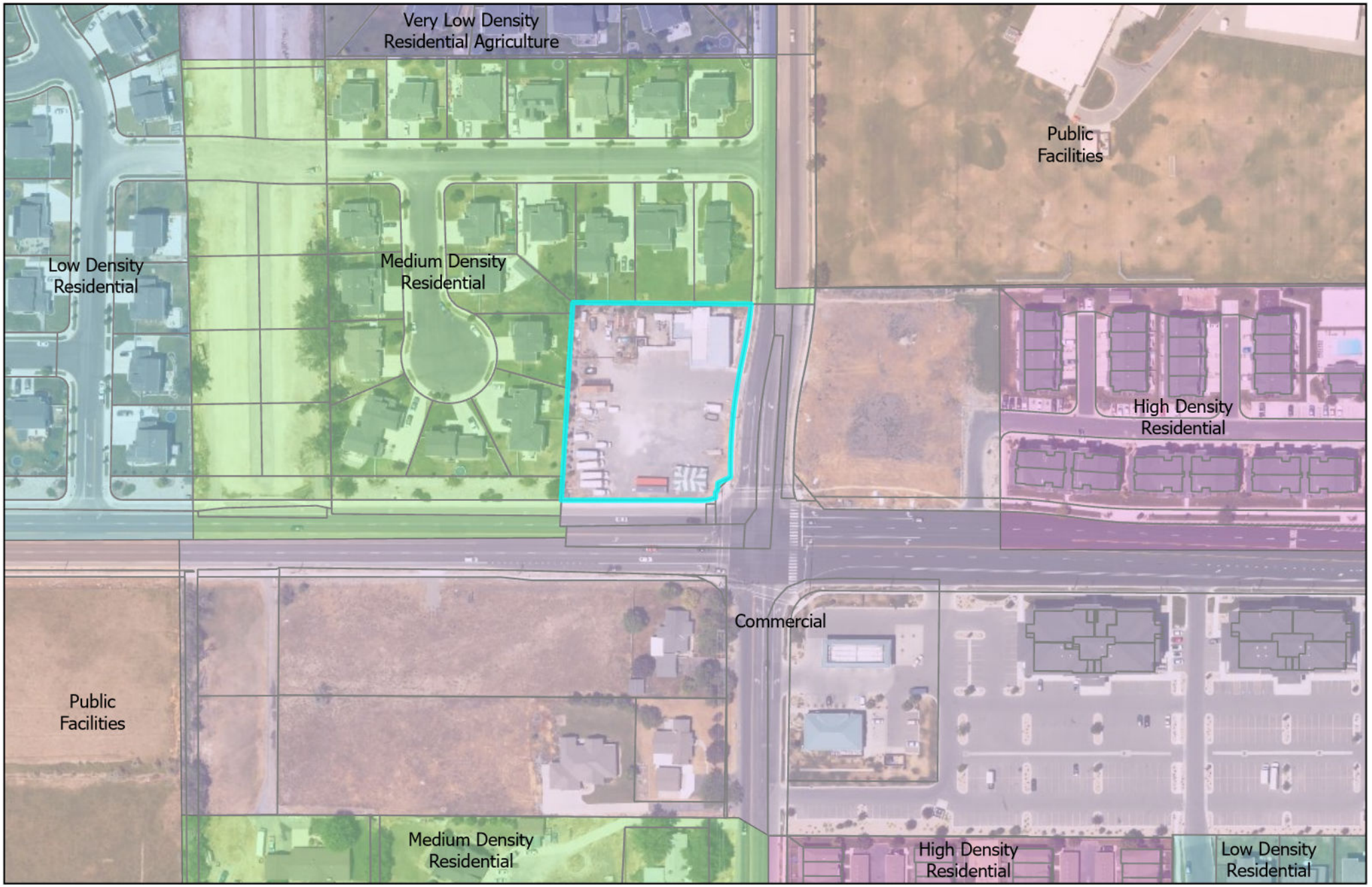
ProSteel Customs Development Agreement Amendment

Zoning



ProSteel Customs Development Agreement Amendment

General Plan Map



Agenda Item No: 8

City Council Agenda Item Report

Meeting Date: January 27, 2026
Submitted By: Katie Bussell
Submitting Department: Planning Division
Item Type: Resolution
Agenda Section: Regular Agenda

Subject:
Consideration of Ordinance #01-2026, approving the Cold Spring Ranch Area Plan Amendment to allow Short-Term Rentals.

Suggested Action:

Attachments:

Ord 01-2026.docx

CC Staff Report Cold Spring Ranch Area Plan Amendment 01.27.26.docx

STR Cold Spring Ranch Area Plan Amendment DRC 12.10.25.docx

Cold Spring Ranch Area Plan Amendment.pdf

CSR Area Plan Amendment Testimonials.pdf

Airbnb testimonials - glod.pdf

ORDINANCE NO: 01-2026

AN ORDINANCE APPROVING AND ADOPTING THE COLD SPRING RANCH AREA PLAN AMENDMENT

WHEREAS, it has become necessary to comprehensively amend the Cold Spring Ranch Area Plan; and

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

WHEREAS, following a public hearing on January 8th, 2026, the Lehi City Planning Commission reviewed the proposed Area Plan Amendment and forwarded a positive recommendation that the City Council adopt the proposed request; and

WHEREAS, on January 27th, 2026, the City Council held a duly noticed meeting to ascertain the facts regarding this matter, which facts and comments are found in the public record and which include the staff report, minutes from the Planning Commission meeting of January 8th, 2026, and the recommendation of the Planning Commission; and,

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

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

SECTION 1. The amended Area Plan together with all the attached exhibits, maps and supporting documents designated as the "Cold Spring Ranch Area Plan" dated January 27th, 2026, copies of which are on file with the Planning Division of the Community Development Department, is hereby adopted as the Area Plan for the development of Cold Spring Ranch.

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

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

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

SECTION 5. This ordinance and its various section, clauses and paragraphs are hereby declared to be severable. If any part, sentence, clause or phrase is adjudged to be unconstitutional or invalid, the remainder shall not be affected thereby.

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

Approved and Adopted by the City Council of Lehi City this 27th day of January, 2026.

ATTEST

_____ _____

Paul Binns, Mayor Teisha Wilson, City Recorder

COLD SPRING RANCH AREA PLAN AMENDMENT

CITY COUNCIL REPORT

Applicant	Kenneth Glod
Meeting Date	January 27, 2026
Requested Action/Purpose	Approval of a proposed area plan
Date of DRC Review	December 10, 2025
Date of Planning Commission Review	January 8, 2026
Assigned Planner	Katie Bussell

REQUIRED ACTION

Planning Commission	Review and recommendation
City Council	Final approval

APPLICABLE DEVELOPMENT CODE REGULATIONS

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

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

REPORT ANALYSIS

The applicant is requesting review and consideration of the Cold Spring Ranch Area Plan Amendment to allow short-term rentals (STRs) as a permitted use in residential areas in Cold Spring Ranch. Currently, the area plan does not permit STRs within any residential unit in Cold Spring Ranch, but they are listed as a permitted use in Commercial areas. Under Lehi City Code, STRs are permitted in any residential area in the City. However, if an area plan restricts the use of STRs, the area plan rules and regulations apply.

The applicant has stated a desire to permit STRs within Cold Spring Ranch residential areas to help with housing affordability. The short-term rentals would also comply with Lehi City standards as outlined in Chapter 12 of the Development Code, including that the rental be the primary residence of the owner, that the number of guests is limited to the amount of off-street parking the rental can provide, and that it is still in harmony with the character of a single-family neighborhood.

There were five redline comments from the DRC, including:

1. The HOA for CSR needs to be notified about this area plan amendment.
2. If approved recommend changing the language to allow Short Term Rentals in Cold Spring Ranch as long as they

meet the requirements outlined in Chapter 12 of the Development Code.

3. I believe there was a misunderstanding in what an area plan amendment is. We will not amend the area plan for one residential lot. For this to move forward, this will need to apply to all residential lots in the Cold Spring Ranch area plan.

All DRC comments have been addressed by the applicant. Please consider the DRC comments in your motion.

POSSIBLE MOTIONS AND FINDINGS

The City Council may move to approve or deny the proposed area plan amendment. Any motion should include findings. Possible findings include:

1. The proposed application conforms to the goals and policies of the General Plan.
2. The proposed application does not affect the health, safety, welfare, and morals of the City.
3. Other findings as determined by the public hearing.

PLANNING COMMISSION RECOMMENDATION

The Planning Commission reviewed the proposed area plan on January 8, 2026. The minutes and motion from this meeting are as follows:

4.11) Public hearing and recommendation of Kenneth Glod's request for review of the Cold Spring Ranch Area Plan Amendment to allow Short-Term Rentals.

Brittney Harris presented the item. It has come before the Commission due to enforcement issues. The two ways to come into compliance are to stop the activity or petition to change the code, and the applicant opted for the latter. This proposal would allow short-term rentals in residential areas of the Cold Spring Range Area Plan. All short-term rentals would need to conform to Lehi's code regulating them, including one non-street parking space per room rented, a curfew, and quiet hours.

Craig Chambers clarified that the city is not responsible for enforcing CCNRs, as they are private agreements between parties (HOAs and residents in this case).

Kenneth Glod, the applicant, was present. He shared that he never received complaints from neighbors regarding his short-term rental. He followed the city's general guidelines and code when making his Airbnb policy.

Commissioners Eyre and Jones clarified that short-term rentals are broadly allowed in any residential area in Lehi where it is not specifically regulated against. The Cold Spring Ranch Area Plan is one such area that prohibits them. Craig Chambers explained that as short-term rentals are not explicitly outlined in the area plan's allowed uses, they are assumed to be a non-allowed use.

Commissioner Kunze asked how this came to the city's attention. Harris explained that the city had received complaints about short-term rentals in the area.

Commissioner Eyre opened public comment.

Brianna Higgin lives in Cold Spring Ranch. She was operating a short-term rental based on city-wide information rather than her specific area plan. She wasn't aware it was an issue until she received a letter telling her to take down her listing. She has concerns over the conflicting codes and how those create problems for homeowners. She is in favor of the amendment and thinks it would be beneficial to the community while increasing property rights in the area.

Bruce Hillary lives in a townhome in Cold Spring Ranch. He signed the CCNR with the awareness that short-term rentals were not allowed, and he thinks the agreement should be honored. He has worries about having strangers in his neighborhood and feels less secure with short-term rentals in the area. He also shared concerns about parking and noise. He asked what roles the present city staff filled in the city.

Riley Perry is the HOA president but clarified that he is speaking as an individual and not on behalf of the HOA or the board. He is opposed to the amendment, arguing that the area is not designed to support short-term rentals as the majority of homes in the area are townhomes. He had additional concerns about parking. He argued that if ADUs aren't allowed in an area then neither should short-term rentals. He mentioned that as far as he is aware, none of the short-term rentals in the area have halted operations after receiving their letters. He has also seen several which list HOA amenities for use, which is not allowed. Enforcement through the HOA has been ineffectual. He argued that the amendment was poorly noticed. He stated that creating a short-term rental wouldn't be an opportunity for the vast majority of the community. If this passes, he recommends limiting it to low density residential areas. He reemphasized that the community was not built with the infrastructure to support short-term rentals.

Sheila Malen lives in Cold Spring Ranch. She was previously on the HOA board. She drew a similar connection between ADUs and short-term rentals as Perry did previously, arguing that many of these short-term rentals were technically unapproved ADUs. She explained that the CCNRs that were signed by members of the area are connected to the Area Plan, meaning that any amendments to the area plan will subsequently change all related governing documents for the area. She explained that in order to change the governing documents through the HOA, 66% of homeowners need to be in agreement. She sees this amendment as a way to change governing documents through a back door without that otherwise required majority approval.

Nick Hicken sees this as an HOA dispute that should be dealt with on a personal level rather than at a city level. He said that there was language in the CCRN that would allow short-term rentals if they complied with code. He also shared that as far as he is aware, ADUs and short-term rentals are mutually exclusive. He thinks that short-term rentals will cause fewer parking issues than long-term rentals.

Kendra Byne lives in Cold Spring Ranch. She argues that there is a demand for short-term rentals in the area for families visiting Primary Children's nearby. She shared that she has only had positive experiences with short-term renters.

Morgan Cotter lives in Cold Spring Ranch. He argued that requiring short-term rentals to be owner-occupied circumvents property value issues that are typically associated with Airbnbs. He thinks that allowing rentals will be beneficial for the nearby hospital and argued that there is language in the CCNR that indicates that short-term rentals may be allowed under certain circumstances.

Brittney Harris gave an overview of the many online comments. The Commission assured the gathered public that they had read through all online comments before the meeting. This was a contentious item with many people in favor of the amendment and many against. There was a lot of concern over housing affordability, and parking concerns. Some individuals shared their positive experiences with short-term rentals in the area. Much of what was commented online has been brought up in person as well.

Commissioner Eyre closed public comment.

Kenneth Glod returned to the stand to address community concerns raised in the public comments period. He shared that he doesn't understand the argument that short-term rentals increase danger when long-term rentals are allowed. He assured the Commission that his listing was taken down as soon as he received the letter asking him to. He thinks that providing parking for guests is part of being a good short-term rental landlord. He didn't feel like the HOA gave him an opportunity to discuss and resolve the issue. He argues that the majority of the complaints are indicative of individual bad business practices rather than a reflection of short-term rentals as a whole.

Commissioner Gehman shared that she can see all sides of the issue. She believes only a small fraction of the population would be able to implement a short-term rental.

Commissioner Roberts asked what the cutoff between a short-term and long-term rental is. Short-term rentals deal with periods of 30 days or less. Commissioner Roberts asked if a tandem parking space would qualify for the parking requirement. It would not. Commissioner Roberts asked if there were any regulations on the number of people allowed to sleep in a rented room. There is no city code regulating this. Commissioner Roberts asked if the amendment would bring the area into conformance with the rest of the city. Harris explained that unless they are prohibited, short-term rentals are allowed anywhere in the city. She thinks it is inevitable that this amendment comes up again when dealing with other area plans.

Commissioner Jones clarified that all short-term rentals will be owner-occupied units.

Commissioner Kunze doesn't think that there will be a large increase in the number of short-term rentals if this passes. She argued that passing the amendment will remove the need to police one's neighbors over their renting practices. She also explained that she understands that the area was not designed with the infrastructure to support short-term rentals.

> **Motion:** Commissioner Jones moved to give a positive recommendation to the Lehi City Council with conditions with the findings that the amendment is consistent with the General Plan and aligns Cold Springs Ranch with city-wide residential land use policy when applied to owner-occupied STRs, which are regulated in Chapter 12. Non-owner-occupied STRs will remain prohibited. HOA rules may impose additional restrictions that do not come before this body or the City Council. He included all DRC comments. Commissioner Roberts seconded.
>
> **Vote:** Commissioner Gehman, yes. Commissioner Jones, yes. Commissioner Eyre, no. Commissioner Kunze, yes. Commissioner Roberts, yes.
>
> Motion passed with four in favor, one against.

Gary Ellis, Kim Struthers, and Brittney Harris introduced themselves to the public and explained their roles in the city.

Cold Spring Ranch Area Plan
DRC Redline Comments

Kenneth Glod- requests review of an Area Plan Amendment to the Cold Spring Ranch Area Plan to add a short-term rental at 869 North 3490 West.

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: Kenneth Glod
Date of Plans Reviewed: 12/02/25
Time Start: 1:15 PM
Time End: 1:20 PM

DRC REDLINE COMMENTS:
Glade – Power: No comments.
Brad – Fiber: No comments.
Garion – Fire: No comments.
Ryan – Water/Sewer: No comments.
James – Parks: No comments.
Gary S. – Building/Inspections: No comments.
Shelbey – Public Works: No comments.
Gary E. – Engineering:
1. The HOA(s) for CSR needs to be notified about this Area Plan Amendment, or preferably be the applicant.

Luke - Traffic: No comments.
Kim – Planning:
2. In the narrative, some of the statements are not related to the stated goals in the Cold Spring Ranch Area Plan.
3. If approved recommend changing the language to allow Short Term Rentals in Cold Spring Ranch as long as they meet the requirements outlined in Chapter 12 of the Development Code.
4. I believe there was a misunderstanding in what an area plan amendment is. We will not amend the area plan for one residential lot. For this to move forward, this will need to apply to all residential lots in the Cold Spring Ranch area plan.
5. Staff can provide some language and additional documents showing exactly how this would affect the area plan.

THIS ITEM WILL BE SCHEDULED FOR PLANNING COMMISSION ON JANUARY 8TH (PENDING ENVELOPES).

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.

AREA PLAN AMENDMENT

CSR Owners Association / Cold Spring Ranch Area Plan Amendment Supporting Short-Term Rentals

1. Introduction and Purpose

This Area Plan Amendment is submitted to the **Lehi City Planning Department** to request a modification of the existing Cold Spring Ranch Area Plan to allow **short-term rental (STR)** in residential zones.
The proposed amendment aligns with the community's land-use goals, supports responsible tourism, and ensures that STR operations meet all health, safety, and neighborhood-compatibility standards.

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2. Background & Existing Conditions

HOA Land Use Designation

Under the current area plan, short-term rentals are not permitted in Cold Spring Ranch in residential areas, only commercial areas.:

The governing documents (HOA) **do not expressly prohibit** short-term rentals but require amendments or clarifications to formally permit them.

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3. Description of Proposed Use

This amendment proposes that short-term rentals be added as an allowed use on the residential table of uses for the Cold Spring Ranch Area Plan.

The use will comply with all **municipal, county, state, and HOA regulations**, including licensing, tax collection, occupancy limits, and safety standards.

3.1 Operating Standards

Short-term rentals would comply with all Lehi City requirements for short-term rentals found in Chapter 12 of the Development Code, including but not limited to that they must be owner occupied, the number of guests is restricted to the number of off-street parking stalls that can be provided, and that a point of contact be established to respond to issues within one hour.

---

4. Consistency With Community Planning Goals

4.1 Conformance With the Area Plan

Allowing short-term rental use in residential zones is consistent with the Area Plan goals because:

- ✔ **Preserves residential character** by maintaining existing structure and density.
- ✔ **Provides a community where families can work, live, and play**.
- ✔ **Improves property maintenance standards** through required inspections and compliance.
- ✔ **Aligns with flexible, adaptive land-use policy** that meets evolving housing and community needs.

4.2 Compatibility With Surrounding Uses

Short-term rental use remains fully compatible with adjacent residential properties because:

- The home continues to function as a **single-family residence**.
- Responsible management prevents nuisance impacts.
- Traffic and parking demand are **equal to or less than** long-term occupancy.

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5. Anticipated Impacts and Mitigation Measures

5.1 Traffic & Parking

- STRs typically generate traffic comparable to a single household.
- Dedicated on-site parking will prevent overflow onto HOA-maintained streets.

5.2 Noise & Neighborhood Character

- Mandatory quiet hours and no-event policies will prevent excessive noise.
- The property's exterior will remain residential in appearance.

5.3 Safety Services

- STR licensing ensures compliance with fire and life-safety standards.
- Increased tax and fee revenue supports local services.

5.4 Property Values

- Studies show well-managed STRs do **not decrease** home values, and may enhance them by encouraging maintenance and investment.

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6. Conclusion

This Area Plan Amendment provides a clear, responsible framework for allowing short-term rentals on while maintaining the community's residential integrity. The proposed standards address typical community concerns and ensure that STR operations benefit both **property owners** and the **HOA community**.

The applicant respectfully requests approval of this amendment.

Gmail

Airbnb Testimonial (Hicken Family)

Mon, Oct 6, 2025 at 9:10 AM

To Whom It May Concern:

My in-laws had a wonderful stay at the Hicken Family's Airbnb in the Cold Spring Ranch Community. It was incredibly convenient having them so close by, especially since our main residence is in the same neighborhood. The space was spotless, well-organized, and thoughtfully prepared— everything they needed for a comfortable visit. The Hicken family was warm and welcoming, which made the whole experience even better. Their hospitality helped create a relaxed and enjoyable atmosphere for our family gathering. We're truly grateful!

Kind regards,
Debra Hahn

Sent from my iPhone

Gmail

Short-term Rental Support
2 messages

Sat, Sep 20, 2025 at 10:20 AM

Dear Lehi Legislative Council,

We are writing in support of Bre and Nick Hicken's short-term rental property. As someone who lives across the street, we can say from personal experience that their rental has not caused any disruption to the neighborhood. The property is always well-kept, and the guests have been respectful and quiet.

In fact, we've found the rental to have little impact at all on the daily life of our community. It has not changed the character of our neighborhood, nor has it created issues with noise, parking, or safety. The Hickens manage it responsibly, and we appreciate the care they take to ensure it does not affect those of us living close by.

Based on our experience, we see no reason why short-term rentals like this one should not be allowed.

Sincerely,

Melissa & Curtis Hansen

Cold Spring Ranch Community

Thu, Sep 25, 2025 at 8:22 AM

[Quoted text hidden]

Gmail

Neighbor support for STR operation at 894 N Pearl Dr, Lehi UT

2 messages

Sat, Sep 20, 2025 at 10:43 PM

Dear Lehi City Officials,

I am writing to offer my support for the continued operation of the basement short-term rental (STR) unit at 894 N Pearl Dr, Lehi UT 84043, operated by Breanna and Nick Hicken.

I reside immediately next door at 880 N Pearl Dr, Lehi UT 84043 and am therefore in a good position to observe the operation of their rental unit on a day-to-day basis.

Observation and Experience

Since they began hosting, my experience as a direct neighbor has been overwhelmingly positive. The concerns typically associated with STRs—noise, excess traffic, parking issues, and trash—have been completely nonexistent.

1. **Neighborhood Quality:** From what I have observed, their guests are typically families with young children and are very respectful and quiet. Their guests seem like upstanding people - in fact, one time, one of their guests thought our dog was lost when he was playing near our house and proactively called our number on his collar to try to bring him home. Their operation has had zero negative impact on the quality of life or peace on our street.
2. **Parking and Access:** The owners have clearly designated parking and strictly manage their guest arrivals and departures, ensuring there is no spillover parking or obstruction on the public street.
3. **Responsible Management:** The Hickens are attentive and responsible hosts. They are highly proactive in their management and prioritize being excellent neighbors. They have asked us proactively for feedback multiple times and have expressed a willingness to address any potential guest matters immediately, though none have arisen.

In my view, they are a model for how a short-term rental should be managed within a residential neighborhood. They contribute positively to the area without compromising the residential character of the community.

I encourage the City to look favorably upon their application and approve the continuation of their permit. I am confident they will maintain the same high standards of operation moving forward.

Sincerely,

Sisi & Austin Jacobs

Thu, Sep 25, 2025 at 8:21 AM

[Quoted text hidden]

Pro-Owner-Occupied STR Testimonials & Arguments

Owner-occupied STR caps limit density by restricting rentals to primary residences, preventing investors from acquiring multiple properties and concentrating STR use. Requiring hosts to live on-site reduces noise and parking issues, preserves long-term rental supply, and allows local homeowners to generate income to offset high mortgage, tax, and insurance costs.

Providing regulated income options is essential to housing affordability: without tools that help owner-occupants remain in their homes, rising costs will continue to price residents out while investors retain the ability to purchase and rent homes long-term thus further driving up prices.

Summarizing point:

"For cities seeking to balance property rights, housing affordability, community quality of life, and economic growth, owner-occupied STR regulation combined with registration requirements offers the gold-standard approach. It enables property owners to stay in their homes through supplemental income, prevents investor acquisition that drives housing loss, generates tax revenue for public benefit, protects neighborhood character through on-site accountability, and supports sustainable tourism. This is not a compromise—it is the optimal solution that addresses the core challenge: how to enable property owner income while protecting housing affordability and community character. The answer is clear, evidence-based, and proven in communities nationwide."

— Consensus of Legal Scholars, Municipal Leaders, and Policy Experts (2025)

Utah cities like Sandy and Ogden permit owner-occupied STRs with occupancy limits and parking rules, promoting tourism while enforcing neighbor complaints. Registration ensures compliance, positioning this as a "gold standard" for balanced regulation.
https://hometeamluxuryrentals.com/blog/short-term-rental-regulations-in-utah

COMPETING AGAINST INSTITUTIONAL INVESTORS & CORPORATE LANDLORDS

Testimonial 1A: Owner-Occupied STRs vs. Wall Street Landlords

"Owner-occupied STRs empower individual homeowners to compete against Wall Street landlords and institutional mega-investors. Unlike corporate players with vast cash reserves who outbid

individual buyers and exert market power, owner-occupied STRs keep property ownership distributed locally. The owner must live in the property, preventing the concentration of wealth and power that characterizes large institutional portfolios."

— Deseret News Real Estate Analysis (2023)

Testimonial 1B: Mom-and-Pop Homeowners vs. Institutional Investors

"Institutional investors like Invitation Homes (80,000+ properties) and American Homes 4 Rent (60,000+ properties) have taken market share from individual homeowners. Owner-occupancy STR policies support 'mom-and-pop' property owners by allowing them to generate supplemental income without requiring the capital reserves and operational scale of institutional investors. This keeps the rental market diverse and locally controlled."

— Deseret News / CNBC (2023-2025)

Testimonial 1C: Preventing Wealth Extraction from Communities

"Historically, investors who built neighborhoods—California's dingbats, Salt Lake City's Avenues—lived in those communities. The money made on housing circulated locally. Modern Wall Street landlords are machines for exporting wealth from communities. Owner-occupied STRs keep money local because the owner lives in the community, votes locally, and spends earnings locally."

— Deseret News (2023)

Testimonial 1D: Data: Mom-and-Pop Still Dominate When Protected

"89.6% of single-family rentals are owned by landlords who hold between 1-5 properties (mom-and-pop operators). Owner-occupancy policies protect this majority from displacement by large institutional investors who can outbid individuals and operate at scale. By requiring owner-occupancy, municipalities ensure the rental market remains dominated by local, small-scale operators."

— BatchData Analysis (2025)

Testimonial 1E: Competing Against iBuyers & Flippers

"Individual homeowners face competition not just from landlords but from 'iBuyers'—tech-enabled companies like Opendoor that use algorithms to make cash offers, flip homes, and extract wealth. Owner-occupied STR policies help homeowners compete by enabling supplemental income ($46,880/year average) that improves their financial position against these corporate players."

— Real Estate Market Analysis (2023-2025)

Testimonial 1F: Homeowners' Income Source vs. Investment Returns

"Two-thirds of STR owners own only one property and earn 20% or less of their income from hosting—making STRs a true supplemental income source for homeowners, not a primary investment vehicle for institutional players. Owner-occupancy requirements protect this model by preventing institutional conversion to full-time commercial operations."

— 2024 State of the STR Industry Report (2024)

Testimonial 1G: Preventing Institutional Entry into Owner-Occupied Markets

"Unlike whole-home STRs that institutional investors can scale across neighborhoods, owner-occupied STRs require the owner to live in each property. This structural limitation makes the model unscalable for large institutions, protecting the market for individual homeowners and preventing institutional capture of single-family neighborhoods."

— Municipal Policy Analysis (2025)

Testimonial 1H: STRs as Competitive Tool Against Corporate Landlords

"When homeowners cannot make supplemental income from owner-occupied STRs, they lose a key tool to compete with institutional investors who acquire properties as pure financial investments. Owner-occupancy STR policies level the playing field by allowing individuals to improve their financial position and market competitiveness."

— Federal Reserve Bank of Minneapolis (2024)

Testimonial 1I: Institutional Landlords Paying Higher Prices

"Large institutional investors have financial advantages in buying homes—cash reserves, credit lines, bulk purchasing power. Owner-occupied STR income helps individual homeowners compete

by increasing their financial capacity. The $46,880 annual supplemental income significantly improves a homeowner's position when bidding against institutional cash offers."

— Minneapolis Federal Reserve Housing Analysis (2024)

Testimonial 1J: Recent Shift: Homeowners Renting vs. Selling to Institutions

"In 2024-2025, institutional landlords saw new competition from an unexpected source: homeowners who chose to withdraw properties from the market and rent them out instead of selling to institutional buyers. This demonstrates how owner-occupied STRs provide an alternative to selling properties to Wall Street investors, keeping homes under local ownership."

— CNBC & Parcl Labs (2025)

PROPERTY OWNER INCOME & AFFORDABILITY

Testimonial 2: Homeowner Retention

"Owner-occupied STRs provide homeowners with supplemental income to cover increasing property taxes, insurance, HOA fees, and mortgage costs—helping residents retain ownership in high-cost markets. Property owners earn supplemental income averaging $46,880 annually per property, enabling debt service and maintenance costs that would otherwise force families out of their homes."

— Park County, Colorado Study (2025)

Testimonial 3: Rising Housing Costs

"Voters view STRs as a vital strategy to cover rising property taxes, home insurance rates, HOA fees, and other living expenses linked to escalating housing costs. This isn't a luxury—it's a financial necessity for middle-class families trying to stay in their communities."

— Cornell Law Journal (2025)

Testimonial 4: Democratized Income

"Owner-occupied STRs allow middle-class homeowners to activate underutilized space (spare bedrooms, ADUs) and earn supplemental income without institutional oversight or significant capital

investment. This democratizes wealth-building that was previously available only to institutional investors."

— Utah Land Use Institute (2025)

Testimonial 5: Average Income Reality

"The average STR revenue per property is $46,880 per year—about $4,000 per month. This income enables homeowners to have the flexibility to use their home when they choose while covering property costs that rising taxes and insurance continue to create."

— Park County, Colorado Impact Assessment (2025)

Testimonial 6: Direct Property Owner Benefit

"South Carolina STRs generated $1.8 billion in annual revenue for property owners statewide. This direct benefit to homeowners and small property owners demonstrates that owner-occupied STRs transfer economic value to residents, not distant investors or corporations."

— South Carolina Real Estate Commission (2023)

HOUSING PRESERVATION & PREVENTING INVESTOR ACQUISITION

Testimonial 7: Gold Standard Regulation

"Owner-occupied STR regulations combined with a registration requirement is now a minimum gold-standard regulation. Localities that had these rules experienced less unchecked STR growth, fewer whole-home STRs, fewer hosts hosting multiple STRs, fewer commercial STRs, and greater housing availability than prior to the regulation's passage."

— Cornell Law Journal: White & Thor (2025)

Testimonial 8: Investor Prevention

"By requiring the owner to live in the property while STR guests are present, municipalities ensure single-unit limitation (only one rental party at a time), reduced investor acquisition (commercial investors cannot convert entire homes to STRs), and occupancy caps that prevent 'party house' commercialization. This leaves more properties available for long-term rental or owner-occupancy."

— Cornell Law Analysis (2025)

Testimonial 9: Market Segmentation

"Owner-occupied STRs don't operate as pure investment vehicles because owners must live in them. This prevents large-scale acquisition by investment firms—which has been documented as a primary driver of housing affordability issues. The owner-occupancy requirement fundamentally changes the economic incentive structure."

— Cornell Law Journal (2025)

Testimonial 10: Mixed-Use Housing Preservation

"Of 6,577 vacant second homes in Park County, only 1,346 are STRs (20.5%), and 833 are estimated long-term rentals (6%). This demonstrates that owner-occupancy policies can preserve mixed-use housing inventory rather than converting properties exclusively to tourist use."

— Park County, Colorado (2025)

Testimonial 11: Context-Specific Application

"In high-tourism areas with limited hotels, owner-occupied STRs fill genuine lodging gaps without converting primary residences. In areas with tight housing, stronger restrictions or STR caps are justified. Owner-occupancy rules provide the flexibility to adjust policy to local conditions."

— Utah Land Use Institute (2025)

Testimonial 12: Preventing Whole-Home Conversions

"The key difference is this: unregulated or whole-home-only STRs encourage investors to bulk-buy properties and convert them entirely to tourist use. Owner-occupancy rules prevent this by requiring the owner to live in the property. You can't buy 10 homes and convert all to STRs if you have to live in each one."

— Municipal Planning Analysis (2025)

TAX REVENUE & GOVERNMENT FUNDING

Testimonial 13: Economic Impact Scale

"South Carolina's STR market generates $4.2 billion annually in total economic impact, supporting 50,231 jobs and $1.4 billion in labor income statewide. When properly regulated and taxed, STRs create significant public benefit beyond property owner income."

— *South Carolina Real Estate Commission (2023)*

Testimonial 14: Lodging Tax Revenue

"Park County collects 2% lodging tax from STR operators, distributed as: 35% for Road and Bridge maintenance, 35% to Sheriff's office, 20% to Emergency Services Council, and 10% for tourism marketing. This creates dedicated funding streams that reduce burden on general tax revenues."

— *Park County, Colorado (2025)*

Testimonial 15: Affordable Housing Funding

"Steamboat Springs' 9% STR tax generates $11 million over 20 years dedicated specifically to affordable housing. This demonstrates how owner-occupied STR regulation can simultaneously enable property owner income AND create public funding for housing affordability."

— *Avalara STR Tax Analysis (2023)*

Testimonial 16: Multi-Benefit Revenue

"Summit County's 2% STR lodging tax funds both affordable housing and childcare—addressing two critical community needs. The revenue comes from tourist spending, not local residents, making it politically sustainable and economically sound."

— *Colorado Tax Revenue Analysis (2023)*

Testimonial 17: Cost Recovery Mechanism

"Business licensing fees cover the cost of compliance administration, inspections, and complaint resolution—reducing burden on general tax revenues. Registration systems create data transparency, enabling better city planning and enforcement without massive municipal overhead."

— *Municipal Finance Best Practices (2025)*

NEIGHBORHOOD SAFETY & ON-SITE ACCOUNTABILITY

Testimonial 18: Owner Accountability vs. Absentee Management

"Owner-occupied STRs safeguard local interests by allowing residents who live, work and vote in the locality to operate STRs, thereby ensuring these operators have a stake in the community. Requiring the owner to occupy the home while STR guests are there puts the onus on the homeowner to manage unruly guests instead of putting the onus on neighbors and the local government."

— Cornell Law Journal (2025)

Testimonial 19: Rapid Response Standards

"When owners live on-site or have designated local managers with 24/7 contact requirements and 30-minute response times, complaint resolution is faster and more effective than traditional rental dispute resolution. This reduces the need for police/code enforcement resources and costly litigation."

— South Salt Lake, Kanab Regulatory Standards (2025)

Testimonial 20: Nameplate Signage & Neighbor Accountability

"Properties displaying owner/manager name, occupant load, and business license number allow neighbors to quickly identify and contact responsible parties. This simple requirement transforms neighborhood dynamics from anonymous tourism to direct accountability."

— South Salt Lake STR Handbook (2025)

Testimonial 21: Occupancy Limits Prevent Party Houses

"Occupancy limits of 8-10 persons maximum (typically 2 adults per bedroom) prevent overcrowding and associated parking/noise issues. No subdivision of units into multiple simultaneous rentals ensures single-family residential character is preserved."

— Regulatory Framework Best Practices (2025)

Testimonial 22: Personal Liability Creates Compliance

"Owner-occupancy means the property owner is personally liable for violations, not a distant investor. This creates direct incentives for compliance because the owner's property value, neighborhood standing, and personal reputation depend on maintaining standards."

— Municipal Enforcement Analysis (2025)

Testimonial 23: Self-Enforcement Through Self-Interest

"Unlike absentee-landlord STRs requiring constant municipal oversight, owner-occupancy means primary responsibility for compliance lies with the resident operator who has financial stake in maintaining peaceful neighborhoods. This is aligned incentive, not regulatory burden."

— Cornell Law Analysis (2025)

Testimonial 24: Parking & Congestion Prevention

"Parking requirements of 1 off-street parking space per 5 occupants prevent guest-generated street congestion. Combined with occupancy limits, this ensures STRs don't transform residential neighborhoods into parking-constrained tourist zones."

— Urban Planning Standards (2025)

Testimonial 25: Wildfire Safety in Mountain Communities

"Owner-occupancy requirements help manage wildfire risk by ensuring someone onsite is aware of local dangers and can prevent unintended fire hazards. In addition, on-site owners provide immediate local knowledge of altitude impacts, road conditions, and emergency access that absentee managers cannot provide."

— Summit County, Utah & Park County, Colorado Safety Analysis (2025)

TOURISM ECONOMY & LOCAL BUSINESS IMPACT

Testimonial 26: Guest Spending Multiplier Effect

"STR guests spend significantly on local businesses beyond lodging—groceries, retail, outdoor equipment, restaurants, activity guides, local attractions. When staying in residential properties providing a 'home base' experience, guests spend more locally than traditional hotel tourists."

— Park County Tourism Analysis (2025)

Testimonial 27: Economic Diversity in Tourism

"Park County experiences ~250,000 STR nights booked annually, representing $22 million in STR industry revenue across 1,346 properties. This distributed tourism model creates year-round economic activity across neighborhoods, not just downtown districts."

— Park County, Colorado (2025)

Testimonial 28: Direct Business Support

"Restaurants see increased foot traffic, grocery stores benefit from STR guest meal planning, outdoor recreation operators gain winter/summer clientele, and retail sectors expand due to increased local demand. Owner-occupied STRs create multiplier effects across the entire local economy."

— Economic Impact Analysis (2025)

Testimonial 29: Employment Creation

"For every 100 STR units, approximately 3-5 direct jobs are created (property managers, cleaners, maintenance, guest services). Indirect employment in construction, retail, food services, and tourism-related sectors expands further."

— Park County Economic Study (2025)

Testimonial 30: Year-Round Economic Stability

"STRs extend tourism seasons in areas with seasonal visitor patterns, creating more stable employment than traditional hotels during off-peak periods. This reduces seasonal unemployment and creates consistent local economic activity."

— Tourism Economics Analysis (2025)

Testimonial 31: Niche Market Attraction

"Remote workers and digital nomads attracted to STRs with kitchen/workspace amenities represent a new market segment hotels cannot serve. Multi-bedroom STRs enable multi-family trips at lower per-person costs than hotels, increasing visitation rates beyond traditional hotel capacity."

— Accommodation Market Analysis (2025)

Testimonial 32: Market Complementarity

"Owner-occupied STRs don't 'compete' with hotels so much as serve different market segments with less infrastructure burden. Hotels serve business/convention markets; STRs serve leisure/family markets. Together, they create more comprehensive tourism ecosystem."

— *Hospitality Industry Analysis (2025)*

Testimonial 33: San Diego Economic Scale

"STRs contributed $285+ million to the San Diego local economy, demonstrating tourism potential at scale. When combined with owner-occupancy regulations and lodging taxes, this economic activity generates public benefit without neighborhood degradation."

— *Switch Hotel Solutions (2025)*

REGULATORY EVIDENCE & PROVEN CASE STUDIES

Testimonial 34: South Salt Lake Model Success

"South Salt Lake's framework allows STRs only if owner-occupied with 183+ days/year proof, limits citywide to 200 with 2 per block cap, and enforces occupancy limits, parking requirements, and nameplate signage. This balanced regulation prevents commercialization while enabling homeowner supplemental income and tourism revenue."

— *South Salt Lake STR Handbook (2025)*

Testimonial 36: Rapid Response Implementation (Kanab)

"Kanab's requirement for local property managers within 1-hour travel time, available 24/7, ensures rapid response to complaints and community accountability. This practical standard demonstrates how to operationalize owner-occupancy accountability."

— *Kanab, Utah Ordinance (2025)*

Testimonial 37: Asheville Model on Housing + Tourism

"Asheville's permit system with occupancy limits and owner-occupancy option has 'successfully implemented [a system] ensuring that STRs do not overwhelm residential neighborhoods while still supporting tourism.' This proves balance is achievable."

— *Utah Land Use Institute (2025)*

Testimonial 38: Sedona's Balanced Approach

"Sedona's taxation and zoning measures allowing owner-occupied STRs with restrictions have 'mitigated housing shortages while preserving tourism economy.' This model demonstrates real-world success in addressing multiple community goals simultaneously."

— *Utah Land Use Institute (2025)*

Testimonial 39: Steamboat Springs Affordability Solution

"Steamboat Springs allows owner-occupied STRs while directing 9% lodging tax revenues to affordable housing (generating $11 million/20 years). This proves that property owner income and housing affordability funding are not mutually exclusive—they can be combined through smart policy design."

— *Colorado Tax Policy Analysis (2023)*

ENFORCEMENT & COMPLIANCE

Testimonial 40: Registration Reduces Burden

"A required business license creates accountability; operators know compliance costs are non-negotiable. This registration mechanism is less burdensome than trying to police whole-home rentals or pursuing widespread enforcement of unregistered listings."

— *Municipal Enforcement Best Practices (2025)*

Testimonial 42: Technology-Enabled Compliance

"Modern registration systems and compliance software enable efficient tracking without hiring massive code enforcement teams. Complaint systems flag repeat violators; license renewal software enforces annual checkpoints automatically."

— *Municipal Technology Solutions (2025)*

Testimonial 43: Targeted Enforcement Strategy

"Municipalities can prioritize illegal (unregistered) listings, which account for the largest compliance burden. Park County had 1,346 STRs but only 213 licensed—suggesting low registration compliance is the issue to address, not owner-occupancy feasibility itself."

— Park County Enforcement Analysis (2025)

Testimonial 44: Escalating Sanctions Model

"First violation: Warning + educational notice. Multiple violations: License suspension. Persistent violations: License revocation + property use restrictions. This graduated approach creates compliance incentive without excessive punishment for minor infractions."

— Regulatory Best Practices (2025)

Testimonial 45: Complaint-Driven Enforcement

"Neighbors can report violations knowing the responsible owner lives at the address (via nameplate signage). This community-engaged enforcement mechanism reduces municipal burden while increasing accountability."

— South Salt Lake Handbook (2025)

ADDRESSING HOUSING AFFORDABILITY CONCERNS

Testimonial 46: Investor Prevention = Affordability Protection

"Owner-occupancy requirement prevents investor bulk-buying that drives affordability issues. Commercial investors cannot purchase multiple properties for STR conversion when they must live in each property. This structural limitation addresses root cause of housing conversion problems."

— Housing Affordability Analysis (2025)

Testimonial 47: Tax Revenue Dedicated to Housing

"Many jurisdictions dedicate STR tax revenues to affordable housing: Steamboat Springs (9% tax generating $11 million/20 years for affordable housing); Summit County (2% tax funds affordable housing directly). This creates dual benefit: property owner income AND affordable housing funding."

— Colorado Tax Policy (2023)

Testimonial 48: Geographic Caps Prevent Saturation

"South Salt Lake limits STRs to 200 citywide with 2 per block cap, explicitly preventing neighborhood saturation while preserving property owner rights. Geographic constraints can be adjusted based on local housing market conditions."

— South Salt Lake Ordinance (2025)

Testimonial 49: Context-Specific Policy Adjustment

"In high-tourism areas with limited hotels, owner-occupied STRs fill genuine lodging gaps without converting primary residences. In areas with tight housing, stronger restrictions or day-use caps are justified. Owner-occupancy provides the policy flexibility to address local conditions."

— Policy Design Analysis (2025)

Testimonial 50: Statewide vs. Concentrated Impact

"While Cornell and Utah Land Use Institute studies document STR impacts, they primarily apply to high-STR areas like Summit County (23% housing), but statewide STRs are just 1.9% of stock with minimal price impact (under 0.4%). Owner-occupied STRs with caps address concentrated impacts while enabling property owner income in lower-impact areas."

— Regional Analysis (2025)

PROPERTY RIGHTS & COMMUNITY BALANCE

Testimonial 51: Rights-Preserving Approach

"Owner-occupancy policies preserve property rights better than bans or full commercialization. Property owners earn supplemental income ($40,000-50,000/year average) while maintaining neighborhood stability. Supplemental income supports property owner rights, not restricts them."

— Constitutional Property Rights Analysis (2025)

Testimonial 52: Balanced Stakeholder Approach

"This policy balances competing interests—property rights, housing affordability, community quality of life, and economic growth. Owner-occupied STR regulation combined with registration requirements offers the approach supported by legal scholars, municipal lawyers, and experienced practitioners nationwide."

— *Cornell Law Journal (2025)*

Testimonial 53: Community Character Preservation

"Owner-occupied STRs preserve neighborhoods because owners vote locally, work locally, and benefit from community stability. Unlike investors buying multiple properties, owner-occupants are invested in long-term neighborhood health. This creates alignment between individual property rights and community welfare."

— *Community Planning Analysis (2025)*

Testimonial 54: Resident Investment

"Owner-occupants participate in community, schools, and governance, making them invested in long-term neighborhood health in ways that absentee investors are not. This creates natural stakeholder alignment that reduces enforcement burden and improves compliance."

— *Municipal Leadership Study (2025)*

LEGAL & CONSTITUTIONAL FOUNDATION

Testimonial 55: Land Use Authority

"Local governments have 'police power' to regulate land use for public health, safety, and welfare. Preserving neighborhood character is a valid public purpose. All land use regulations are presumed valid in Utah when properly structured."

— *Constitutional Law Analysis (2025)*

Testimonial 56: Upheld Regulatory Precedents

"Courts consistently uphold single-family zoning, occupancy limits, parking requirements, setback/lot size requirements, and STR restrictions in specific zones. Owner-occupancy requirements follow well-established legal principles."

— Municipal Law Precedent (2025)

Testimonial 57: Safe Regulatory Language

"Requirements like 'owner must maintain primary residence within X miles' or 'owner must reside in dwelling 183+ days/year' survive legal scrutiny. Focus on operational requirements (24/7 contact, occupancy limits) rather than owner identity characteristics ensures constitutional compliance."

— Municipal Attorney Guidance (2025)

COMPARATIVE ADVANTAGE

Testimonial 58: Better Than Bans

"Bans lose tourism revenue, eliminate property owner income, and drive STRs underground. Courts scrutinize bans due to property rights concerns. Owner-occupancy regulation survives legal challenges while preserving all policy benefits."

— Legal & Policy Analysis (2025)

Testimonial 59: Better Than No Regulation

"Unregulated STRs cause tax evasion, housing crisis, noise complaints, and displaced communities. Enforcement is uneven and expensive. Owner-occupancy + registration provides comprehensive regulatory framework without banning property owner rights."

— Comparative Policy Analysis (2025)

Testimonial 60: Better Than Commercial-Only STRs

"Allowing commercial/whole-home STRs causes housing conversion to hotels, gentrification, noise, tourism glut, and community disruption. Owner-occupancy requirement prevents this by limiting who can operate STRs and requiring resident accountability."

— Market Structure Analysis (2025)

Testimonial 61: Gold Standard Status

"Owner-occupied STR regulations combined with registration requirement is now the minimum gold-standard regulation endorsed by Cornell Law Review, major municipalities, and policy experts nationwide. This is the consensus best practice."

— *National Policy Consensus (2025)*

IMPLEMENTATION SUPPORT

Testimonial 62: Clear Regulatory Path

"South Salt Lake provides a complete implementation model: owner-occupancy + 183-day proof, annual licensing, 200 citywide cap, 2 per block, occupancy limits, parking requirements, nameplate signage, 24/7 contact, and fire inspection. This proven framework can be adapted for other jurisdictions."

— *Municipal Best Practices (2025)*

Testimonial 63: Flexible Framework

"Core requirements (owner-occupancy, occupancy limits, 24/7 contact) are essential. Optional elements (geographic caps, day limits, tax dedication) can be adjusted based on local conditions. This flexibility allows policy customization while maintaining core protections."

— *Policy Design Framework (2025)*

Testimonial 64: Proven Scalability

"Owner-occupancy models have been successfully implemented in South Salt Lake, Kanab, Asheville (NC), Sedona (AZ), and Steamboat Springs (CO). This geographic diversity demonstrates scalability across different market types and community sizes."

— *Implementation Track Record (2025)*

CONCLUSION TESTIMONIAL

Testimonial 65: The Balanced Solution

"For cities seeking to balance property rights, housing affordability, community quality of life, and economic growth, owner-occupied STR regulation combined with registration requirements offers the gold-standard approach. It enables property owners to stay in their homes through supplemental income, prevents investor acquisition that drives housing loss, generates tax revenue for public benefit, protects neighborhood character through on-site accountability, and supports sustainable tourism. This is not a compromise—it is the optimal solution."

— *Consensus of Legal Scholars, Municipal Leaders, and Policy Experts (2025)*

Agenda Item No: 9

City Council Agenda Item Report

Meeting Date: January 27, 2026
Submitted By: Katie Bussell
Submitting Department: Planning Division
Item Type: Action Item
Agenda Section: Regular Agenda

Subject:
Consideration of Concept Plan approval for the Chiu Property, a 219-unit development located at approximately 600 South 2900 West.

Suggested Action:

Attachments:

CC Staff Report Chiu Property Concept 01.27.26.docx

Chiu Property Concept DRC 12.17.25.docx

Chiu Property narrative.pdf

Chiu Property Concept 12.17.25.pdf

Chiu Property aerial .pdf

Chiu Property zoning.pdf

Chiu Property general plan.pdf

CHIU PROPERTY CONCEPT PLAN
CITY COUNCIL REPORT

Applicant	Century Communities		
Meeting Date	January 24, 2026		
Requested Action/Purpose	Consideration of a proposed concept plan		
Location	2900 West 600 South		
Project Area	56.5 acres		
Existing Zoning	A-5		
General Plan Land Use Designation	Environmentally Sensitive Area (ESA), VLDRA		
Adjacent Zoning and Land Use	*North*	RA-1	Single-family residential
	South	Saratoga Springs	Farmland
	East	R-1-22	Single-family residential
	West	RA-1	Single-family residential
Date of DRC Review	December 17, 2025		
Date of Planning Commission Review	January 8, 2026		
Assigned Planner	Katie Bussell		

REQUIRED ACTION

Planning Commission	Review and recommendation
City Council	Final approval

APPLICABLE DEVELOPMENT CODE REGULATIONS

Section 11.010. Concept Plan – Applicability:
The Concept Plan gives the applicant, staff, Planning Commission and City Council an opportunity to discuss the project in the conceptual stage. The applicant can use the Concept Plan meeting to receive direction on project layout as well as discuss the procedure for approval, the specifications and requirements that may be required for layout of streets, drainage, water, sewerage, fire protection, and similar matters prior to the preparation of a more detailed preliminary subdivision plat.

Section 11.020. Concept Plan Approval Process. (New 08/13/02; Amended 02/10/15; 01/23/24; 06/10/25)
The approval process for a concept plan varies depending upon the type of project, as outlined below:

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

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

REPORT ANALYSIS

The applicant requests review and approval of the Chiu Property Concept Plan. This concept plan is for a 219-unit residential subdivision. The subdivision would consist of single-family detached homes and townhomes. A General Plan Amendment to Medium Density Residential (MDR) would be required, and applicant would need to file one in February or August for the General Plan Amendment to be considered. However, they have submitted a concept plan in the meantime to receive preliminary feedback from staff and the Planning Commission.

This concept cannot be approved according to the current Lehi City Development Code. The current zoning of the property is A-5, which is one unit for every five acres. The current density of the proposed concept plan is six units an acre, which far exceeds the density of the A-5 zone. As mentioned, a General Plan Amendment will be needed before this can proceed to a subdivision application. Under the current designation, the density would be roughly 25 units an acre, compared to 219 units. The proposed concept plan shows a net increase of 194 units.

The concept plan spans 56.5 acres, and 32.6 of them are developable due to wetlands and floodplains adjacent to the Jordan River. 219 units are proposed, and there are 53 single-family detached homes and 166 townhomes. The single-family homes are on lots 6,000 square feet in size. It has been noted in the DRC comments that the amenity requirements of the townhome portion of the project will have to be met, including providing a sports court, three playgrounds, eight picnic areas, a club house, or something of equivalent value.

A vast majority of the property will be left as native open space. There are also trails proposed to connect the Jordan River Trail and Jordan Willows, and to connect to the new Auburn Springs subdivision to the north. It should be noted that part of the development will require a roadway access from Water Way Road to part of the new subdivision development. It would require crossing Lehi City owned open space.

There were 28 redline comments from the DRC, including:

1. Much of the proposed development is in the 100 year floodplain. If this moves forward, it will require a floodplain development permit and will need to comply with all NFIP regulations for zone AH.
2. There are likely wetlands within the proposed development. A wetlands study will be required. Any wetlands will need approval will be needed from the Army Corps of Engineers.
3. This concept will require a General Plan amendment to MDR to facilitate this development.
4. The current General Plan shows this area as Environmentally Sensitive Area (1 unit per 5 acres) and Very Low Density Residential/Agricultural (1.75 units per acre). Under the current Plan, the density would be roughly 25 units vs. the proposed 219 units. This is a net increase of 194 units.
5. Planning Staff has concerns with the proposed increased development densities, especially in the ESA area. Our goal is to keep housing and other development out of those sensitive areas, and to protect the natural environment. It is also our goal to concentrate most of the new growth, especially medium and high density residential, where it makes the most sense. We believe the area that is most suited for that type of development is along the I-15 corridor and along our existing and future transit lines (Frontrunner on the west side of I-15, and the future BRT line on the east side of I-15). Those areas are better suited to handle the utilities and transportation demands that high density requires, and allows us to encourage Transit Oriented Development (TOD) where people have different options of transportation other than just a car. We know there is a finite number of units that the City can support under a full buildout scenario. The City Council has made it clear that they don't want the City to exceed a total buildout population of around 160K people. If additional units are added to this area, that would take away from the units that could be built in areas that are better suited for more density. A good justification will be needed to add units in this area.

Please consider all DRC comments in your motion.

POSSIBLE MOTIONS AND FINDINGS

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

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

PLANNING COMMISSION RECOMMENDATION

The Planning Commission reviewed the proposed concept plan on January 8, 2026. The minutes and motion from this meeting are as follows:

4.12) Public hearing and consideration of Century Communities' request for review for the Chiu Property Concept Plan, a 219-unit development located at approximately 600 South 2900 West.

> **Motion:** Commissioner Eyre moved to take a three minute recess. Commissioner Gehman seconded.
>
> **Vote:** Commissioner Gehman, yes. Commissioner Jones, yes. Commissioner Eyre, yes. Commissioner Kunze, yes. Commissioner Roberts, yes.
>
> Motion passed unanimously. The meeting adjourned at 10:05 P.M.

The meeting reconvened at 10:10 P.M.

Brittney Harris presented. There are 53 single family homes and 166 townhomes in the development. The area is currently zoned as A-5, while the General Plan has it designated as VLDR and ESA. Much of the land will be left as open space as it is undevelopable wetlands. There will be trail connections to the Jordan River Trail System.

Commissioner Eyre asked about a planned road approximately where one area with developed homes will be, and if it would have an impact on the plan. It will be lined up with an existing stub road, but UDOT is still evaluating where the connection will line up with Pioneer Crossing.

Tom Romney was present representing the various groups bringing the project to the Commission. He understands that this is a big ask, especially considering that only 25 units would be allowed under the VLDR zoning. The development is approximately seven minutes away from both Redwood Road and I-15. He noted two trailheads and the approximate location of the Pioneer Crossing connection road as far as he is aware. The surrounding properties are zoned for Heavy Commercial and VLDR. The project works out to about 3.9 units per acre, which doesn't meet the VLDR zoning, but would meet LDR zoning. He explained that the wetlands will limit the amount of development, and as they don't want to relocate them, they intend to dedicate them in their entirety to the city as open space. The city will get 48% of the development, 8% of which has been developed and improved. The landowner has provided several easements to the city in the past. Romney explained that the utilities will be doable if they are given the go-ahead. The plan is to buffer adjacent developments by placing single family homes next to them that will gradually shift into townhomes. All units will be for sale, not for rent.

> **Motion:** Commissioner Roberts moved to extend the meeting past 10:30 P.M. until all items have been heard. Commissioner Gehman seconded.
>
> **Vote:** Commissioner Gehman, yes. Commissioner Jones, yes. Commissioner Eyre, yes. Commissioner Kunze, yes. Commissioner Roberts, yes.
>
> Motion passed unanimously.

Commissioner Kunze asked if there were any other potential ideas for the property. This project has been in the works for a while. It is a difficult project to plan due to environmental concerns. They took advice from the landowner and based it around the floodplain. This is concept plan E, F, or G.

Commissioner Eyre opened and closed public comment.

Commissioner Gehman asked if density is granted based on the total parcel or on the developable land only. Kim Struthers explained that it is based on the General Plan's density designation, which was the guiding principle used in determining the 25 permitted units.

Commissioner Jones shared his appreciation for the thought that went into the project's design, as well as his discomfort for the gap between allowed units and asked-for units. He doesn't think the larger lots are feasible for younger families to acquire. Romney explained that the majority of units will be townhomes because that is what families can afford. The plan was also created with the understanding that Saratoga Springs plans on having a major commercial hub put in nearby. Romney explained that Lehi is getting harder to develop as the city approaches buildout. He argued that the open space would be more valuable to the city than dividing the property into five acre lots that will be privately owned indefinitely.

Commissioner Eyre also feels like this is a big ask with many factors out of the city's control. Romney promised that the plan can be tweaked as needed.

Commissioner Roberts asked what the plan was for the open space. It will largely be left wild as it is part of the floodplain. Commissioner Roberts shared concerns over isolating neighborhoods in this development.

Commissioner Eyre explained that the developer would be better off talking to the City Council for the feedback they are looking for.

Commissioner Jones brought up the last election cycle which revealed discontent over development and growth.

Commissioner Roberts is worried about the proximity to commercial property in Saratoga Springs.

Commissioner Eyre reemphasized his worry over the number of units. He doesn't personally agree with the 25 unit limit, but he doesn't feel that he can speak for City Council.

Commissioner Jones asked the applicant if there was any more specific feedback they were looking for. They were content with what the Commission presented.

> **Motion:** Commissioner Jones moved to give a negative recommendation to the Lehi City Council with the findings that the proposed concept is not consistent with Lehi City's Development Code and does not conform to the goals and policies of the General Plan. He included all DRC comments. Commissioner Kunze seconded.
>
> **Vote:** Commissioner Gehman, yes. Commissioner Jones, yes. Commissioner Eyre, yes. Commissioner Kunze, yes. Commissioner Roberts, yes.
>
> Motion passed unanimously.

Chiu Property Concept Plan
DRC Redline Comments

Century- requests review of the Chiu Property Concept, a 219 multi-family residential development located at approximately 600 South 2900 West.

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: Toby Cordova, Chad Garner, Tom Romney, Braden Cooper
Date of Plans Reviewed: 12/09/25
Time Start: 1:50 PM
Time End: 2:30 PM

DRC REDLINE COMMENTS:

Jake/Glade – Power:

1. A Power System Study is required. Application can be obtained at Lehi Power

Brad – Fiber: No comments.

Garion – Fire:

2. Any dead end street greater than 150' will require a turnaround

Ryan – Water/Sewer:

3. How do you plan on getting utilities into phase?
4. There is a 24" gravity sewer main in 2575 west this would be your only connection. Depth of the sewer is around 6' deep.
5. forced sewer main in 600 S from the Jordan willow lift station. No connection will be allowed.
6. Jordan Willow lift station does not have the capacity for the proposed subdivision.
7. 14" forced sewer main ends at 2575 west 700 south in existing MH.

James – Parks:

8. Will the developer be building this trail?

Gary S. – Building/Inspections:

9. A soil report will be required if this moves past concept.

Shelbey – Public Works:

10. Much of the proposed development is in the 100 year floodplain. If this moves forward, it will require a floodplain development permit and will need to comply with all NFIP regulations for zone AH.
11. There are likely wetlands within the proposed development. A wetlands study will be required. Any wetlands will need approval will be needed from the Army Corps of Engineers.

Gary E. – Engineering:

12. Water line looping will be required throughout development
13. A utility study would be required to determine if the current utilities are sufficient, or what improvements would be required to be installed to service these lots.
14. Verify Cul-de-sacs and Knuckles have a minimum 100' pavement diameter
15. Irrigation company will need to give approval to pipe or disturb irrigation ditch
16. All roads will require 7' planters, 5' sidewalks and a 10' PU&RCE
17. This site will be required to retain its own storm water on site, or detain and release at a rate of 0.20 CFS/ac while retaining the 80th percentile storm.

Luke – Traffic:

18. A traffic impact study will be required at site plan if this moves past concept. It will need to include analyses of existing conditions, opening day, and + 5 years. It will need to include analyses of all new intersections the following intersections: 600 S @ Water Way Rd and River Way @ 600 S. The +5 years analysis should include an analyses with and without a future connection to Pioneer Crossing with a traffic signal at 2900 W (Lehi). The traffic impact study must meet all the requirements found in Section 2.06 of the Lehi City Design Standards.

Kim – Planning:

19. This concept will require a General Plan amendment to MDR to facilitate this development.

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.

20. The current General Plan shows this area as Environmentally Sensitive Area (1 unit per 5 acres) and Very Low Density Residential/Agricultural (1.75 units per acre). Under the current Plan, the density would be roughly 25 units vs. the proposed 219 units. This is a net increase of 194 units.
21. The Development Code prohibits development in certain critical areas. Here's what Section 12.060 J states about this:

    A.Critical Areas. Critical Areas include areas described in this subsection and areas identified on the Critical Lands Map of Lehi City. All development or construction activity, including tree or vegetation removal, grading, excavation, filling, or drainage within critical areas is prohibited except as otherwise provided in this subsection, and with the exception of required public utilities or necessary roads and streets as determined by the Lehi City Engineer.

    2.Floodplains. All areas within a 100-year floodplain as mapped for the Federal Flood Insurance program or by Lehi City. All development structures, buildings or impervious surfaces shall be required to comply with all requirements for construction in a flood plain as required by a Federal or State agency and the requirements of the National Flood Insurance Program (elevation Certificate) for construction within a flood plain.

    3.Wetlands. All areas identified as a designated wetland by the U.S. Army Corps of Engineers. Development requirements:
    (a)as allowed and required by the U.S. Army Corps of Engineers; and
    (b)for the purposes of calculating density applicable to wetland areas, as determined by the U.S. Army Corps of Engineers, no density is applicable to any wetland areas. At the option of the city, lot lines may extend into wetland areas as allowed by the U.S. Army Corps of Engineers.

22. Planning Staff has concerns with the proposed increased development densities, especially in the ESA area. Our goal is to keep housing and other development out of those sensitive areas, and to protect the natural environment. It is also our goal to concentrate most of the new growth, especially medium and high density residential, where it makes the most sense. We believe the area that is most suited for that type of development is along the I-15 corridor and along our existing and future transit lines (Frontrunner on the west side of I-15, and the future BRT line on the east side of I-15). Those areas are better suited to handle the utilities and transportation demands that high density requires, and allows us to encourage Transit Oriented Development (TOD) where people have different options of transportation other than just a car. We know there is a finite number of units that the City can support under a full buildout scenario. The City Council has made it clear that they don't want the City to exceed a total buildout population of around 160K people. If additional units are added to this area, that would take away from the units that could be built in areas that are better suited for more density. A good justification will be needed to add units in this area.
23. Development of the 2.4 acres would be difficult, and would require access through the adjacent parcel that is in Saratoga Springs.
24. At the time of preliminary, show that the connectivity standards are met, which includes the connectivity index, block lengths, cul-de-sac lengths, superblock requirements, trail connections, etc.
25. 600 S has a cycle track funded by MAG along the north side of the street - this will need to be shown on any final plans moving forward. The bulb coming off the north side here will be problematic for the cycle track design, we can talk through how to deal with this at the point of preliminary subdivision.
26. 166 townhomes would require 8 picnic areas, 1 sports court, 3 playgrounds/ dog parks, 1 club house (minimum 750 square feet), and 1 pool/tennis court/ splash pad. Or an equivalent value.
27. Lot 9 and 10 have very narrow connections to the entire lot. Might be better to leave as native open space.
28. What benefit does building a road through City open space have for the City?

DRC GENERAL COMMENTS:

1. The concept plan shall not constitute a development permit. (Does not vest).

THIS ITEM WILL BE SCHEDULED FOR PLANNING COMMISSION ON JANUARY 8TH.

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.

CONCEPT APPLICATION
NARRATIVE

December 9th, 2025

The property located at approximately 600 South and 2900 West, referred to as the Chiu Property, is being considered for development. The overall site consisting of 56.5 acres is under consideration for a concept plan application. Shown below are the parcels to be included in the concept plan applications and its approximate location. These parcels do not have identified addresses:

PARCEL NUMBERS:

58:028:0005 – Approx 600 S and 2900 W
58:028:0006 – Approx. 700 S and 2900 W
58:028:0038 – South of Water Way Rd and north of Pioneer Crossing
58:036:0093 – South of the intersection of Willow Ln and Willow Park Dr

The proposed development currently falls under the A-5 zone and is designated ESA in the general plan. The applicant is proposing a concept plan that seeks to provide different housing types while being mindful of the existing flood zones and preserved open space areas that exist on the property. The concept plan shows single family lots that are of similar size to the existing neighborhoods to the north and west of the property along with townhomes that are towards the center of the property and adjacent to the Saratoga Springs and Lehi border. The area south of the Chiu property that's in Saratoga Springs is planned to be multifamily and commercial along Pioneer Crossing, so the townhomes that are being proposed on this concept plan would be adjacent to the ones proposed in Saratoga Springs.

The applicant is open to a rezone/general plan amendment or a development agreement for this property in order to create a desirable and livable neighborhood. Approximately 5.3 acres of developable area can only be accessed via Water Way Rd, which must be accessed through property owned by Lehi City. The applicant is open to provide open space amenities south of Willow Ln near the Jordan River to make up for any lost open space that is needed to provide access to this 5.3 acre piece. The applicant is also open to providing trail improvements to tie in the proposed Auburn Springs neighborhood to the north, and open space areas and corridors within the townhome area.

PROPOSED TRAIL TO TIE IN TO FUTURE AUBURN SPRINGS SUBDIVISION

600 S

780 S

WATER WAY RD

S WILLOW LN

LEHI CITY

FUTURE ACCESS FROM WATERWAY RD

60' PUBLIC ROW

70' COLLECTOR ROW

25' PRIVATE STREET + 5' SIDEWALK

AMENITY AREA

DEVELOPABLE AREA 2.4 ACRES

MFRE RIVER JORDAN MINK RANCH SOUTH SLLC (ET AL)

JORDAN RIVER

PROPOSED TRAIL

DEVELOPABLE AREA 2.5 ACRES

SMITH, SAMUEL JONATHAN

UTAH DEPARTMENT OF TRANSPORTATION

PIONEER CROSSING

KUHN, K PAUL & JENNIFER E

CHIU, RICHARD HUNG-HSIUNG (ET AL)

MFRE PIONEER CROSSING SLLC

EXISTING PAVED TRAIL

JORDAN RIVER

GRAPHIC SCALE

150 0 75 150 300 600

(IN FEET)
1 inch = 150ft.

N

S

CONCEPT TABULATIONS

TOTAL ACREAGE	±56.5 ACRES
TOTAL DEVELOPABLE ACREAGE	±32.6 ACRES
60' LOTS	53
25' x 45' TOWNHOMES	166
TOTAL LOTS	**219**
TOTAL DENSITY	**6.0 UNITS/ACRE**
TOTAL OPEN SPACE	**27.2 ACRES**
REQUIRED GUEST PARKING	1 STALL/3 TOWNHOMES (56 STALLS)
GUEST PARKING TOTAL	**74 STALLS**

LEGEND

- 6,000 SQ FT MIN LOTS (53)
- 25' X 45' TOWNHOMES (166)
- IMPROVED OPEN SPACE
- PARK/AMENITY OPEN SPACE
- NATIVE OPEN SPACE
- WETLANDS
- EXISTING TRAIL
- PROPOSED TRAIL

CHIU PROPERTY *concept plan D*

LEHI CITY, UTAH COUNTY
12/9/2025
25-0215

Note: This plan is for illustrative purposes. Boundaries may be based on information obtained through public data and we can't confirm it's accuracy. It is recommended that a boundary survey be performed to determine actual boundary size and dimensions as well as other potential boundary conflicts.

FOCUS ENGINEERING AND SURVEYING, LLC

Z:_2025\25-0215 Chiu & McLachlan Properties\design 25-0215.dwg\concept\25-0215 Concept D.dwg

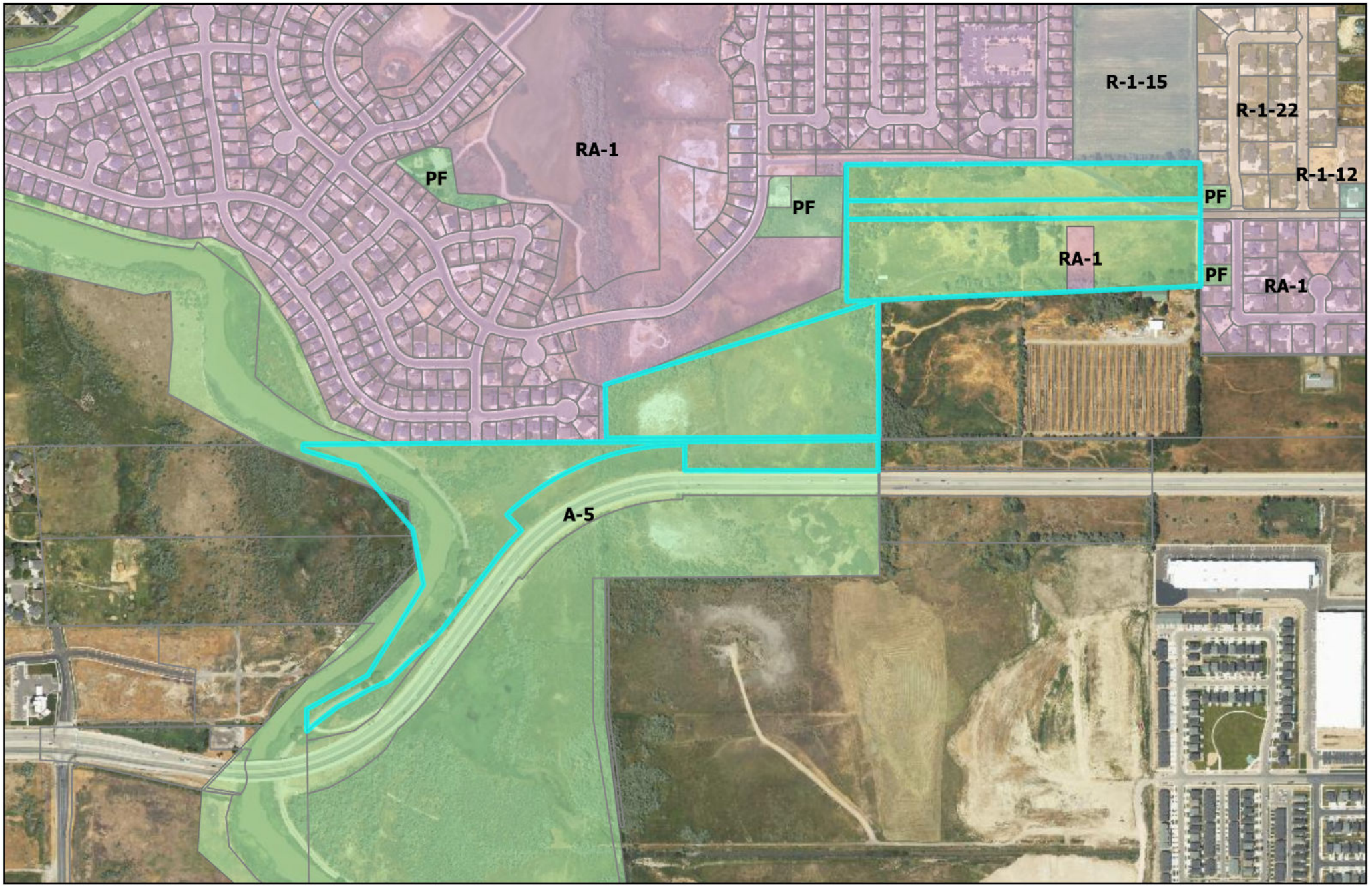
Chiu Property Concept

Aerial Map



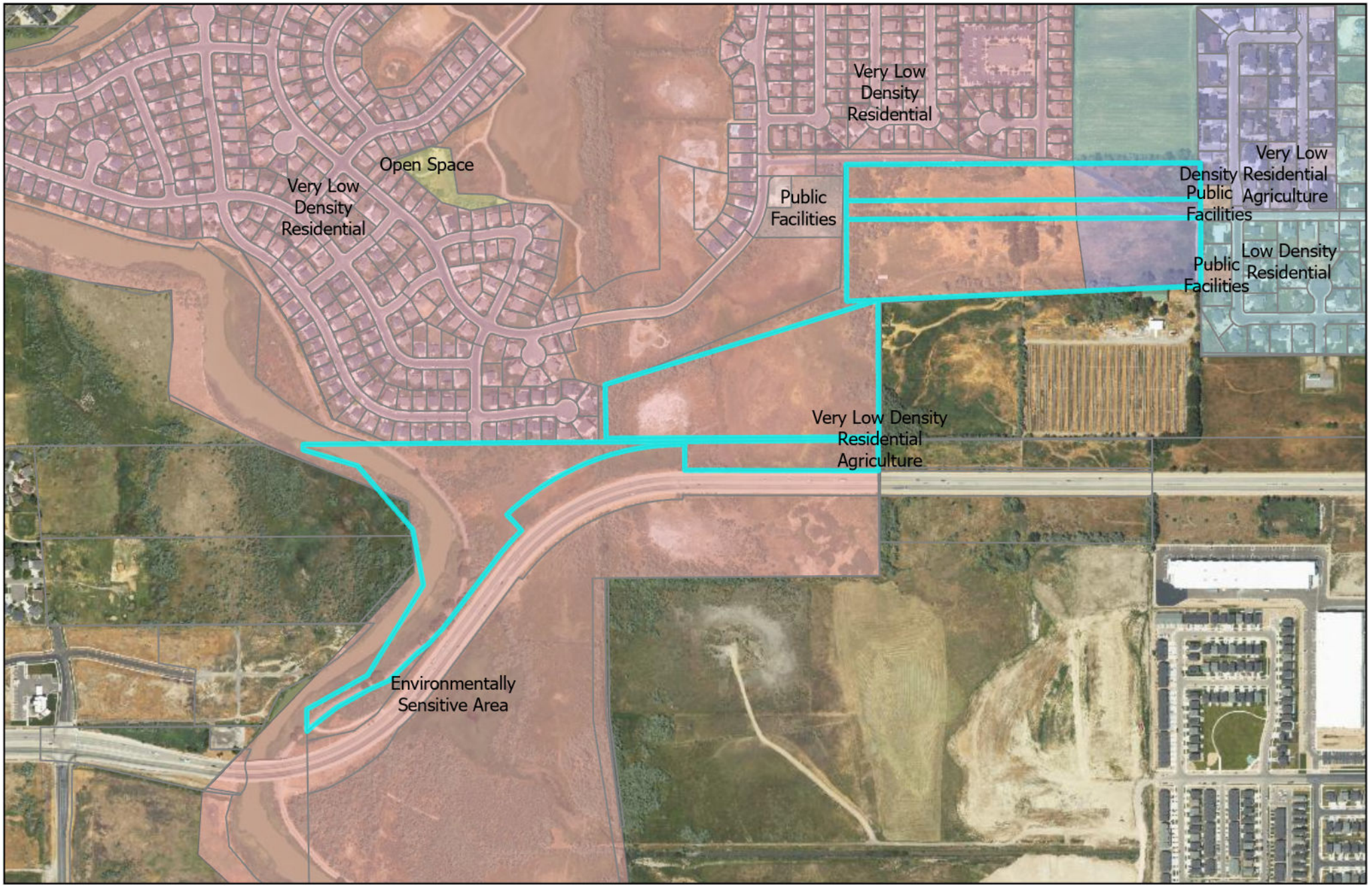
Chiu Property Concept

Zoning



Chiu Property Concept

General Plan Map



Agenda Item No: 10

City Council Agenda Item Report

Meeting Date: January 27, 2026
Submitted By: Katie Bussell
Submitting Department: Planning Division
Item Type: Ordinance
Agenda Section: Regular Agenda

Subject:
Consideration of Ordinance #02-2026, approving a Development Code Amendment to Chapter 20, Home Occupations, adding Adult Daycare.

Suggested Action:

Attachments:

Ord 02-2026.docx

CC Staff Report Ch 20 Development Code Amendment 01.27.26.docx

Chapter 20 Development Code Amendment DRC 12.03.25.docx

Narrative - Chapter 20 Development Code Amendment.pdf

Ch20HomeOccupations - adult day care.pdf

ORDINANCE NO: 02-2026

AN ORDINANCE AMENDING THE LEHI CITY DEVELOPMENT CODE CHAPTER 20, HOME OCCUPATIONS

WHEREAS, it has become necessary to amend Chapter 20 of the Lehi City Development Code; and

WHEREAS, this amendment seeks to clarify adult day-care as a permitted use for home occupations; and

WHEREAS, following a public hearing on January 8th, 2026, the Lehi City Planning Commission reviewed the proposed revisions and forwarded a positive recommendation to the City Council; and

WHEREAS, on January 27th, 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 January 8th, 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 20 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 20 of the Lehi City Development Code is hereby amended.

PART II:

A. If a provision of this Ordinance 02-2026 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 27th day of January, 2026.

ATTEST

_____	_____
Paul Binns, Mayor	Teisha Wilson, City Recorder

CHAPTER 20 DEVELOPMENT CODE AMENDMENT
CITY COUNCIL REPORT

Applicant	Lehi City
Meeting Date	January 8th, 2026
Requested Action/Purpose	Approval of a proposed amendment to the Lehi City Development Code
Date of DRC Review	December 3, 2025
Date of Planning Commission Review	January 8, 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 requesting an amendment to Chapter 20 of the Development Code to clarify and allow adult day cares as a permitted home occupation. It was recently discovered the Development Code is not clear on if adult day cares are allowed as home occupations in Lehi City. This amendment is being requested not only to clarify the language, but also to comply with State code. State code permits adult day cares as home occupations with certain regulations, such as each person must have at least 50-square feet of area. Staff believes this will help ensure adults who require care will be able to receive it without a legal grey area.

DRC Comments
There was one redline comment from the DRC from the Fire Department, which was to include a fire life safety inspection prior to being issued a business license. Please consider this in your motion.

POSSIBLE MOTIONS AND FINDINGS

The City Council may approve or deny the proposed development code amendment. Any motion should in-

clude 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 January 8th, 2026. The minutes and motion from this meeting are as follows:

4.13) Public hearing and recommendation of Lehi City's request for a Development Code Amendment to Chapter 20, Home Occupations, adding Adult Daycare.

Brittney Harris presented the item. Child daycares are already allowed in the code, and a resident asked for an amendment to include adult daycares. The requirements will be the same for other daycares. A mandatory annual fire safety inspection has been added to city code.

Commissioner Roberts asked if this is something residents are considering. Harris explained that they have met with one person who wanted to run an adult daycare out of their home.

Commissioner Eyre opened and closed public comment.

> **Motion:** Commissioner Kunze moved to give a positive recommendation to the Lehi City Council 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. She included all DRC comments. Commissioner Gehman seconded.
>
> **Vote:** Commissioner Gehman, yes. Commissioner Jones, yes. Commissioner Eyre, yes. Commissioner Kunze, yes. Commissioner Roberts, yes.
>
> Motion passed unanimously.

The Commission discussed moving the approval of the By-Laws to the next meeting, which they ultimately agreed to do.

Chapter 20 Development Code Amendment
DRC Redline Comments

Lehi City- requests review of the Chapter 20 Development Code Amendment, amending the home occupation chapter to clarify when adult day cares are permitted as a home occupation.

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: 11/18/25
Time Start:
Time End:

DRC REDLINE COMMENTS:
Glade – Power: No comments
Brad – Fiber:
1.
Garion – Fire:
2. And fire life safety inspection.
Ryan – Water/Sewer:
3.
James – Parks:
4.
Gary S. – Building/Inspections: No comments
Shelbey – Public Works: No comments.
Gary E. – Engineering: No comments.
Luke – Traffic:
5.
Kim – Planning:
6.

THIS ITEM WILL

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

November 24, 2025

Narrative – Chapter 20 Development Code Amendment

The Planning Division is proposing a Development Code Amendment to Chapter 20 of the Development Code. Specifically, we are proposing to add adult day care as an allowed use for a home occupation. Currently, the only allowed use for a day care is a child day care. Lehi City seeks to clarify that both child and adult day cares are permitted as home occupations.

We seek to work with the Fire Department and Building Department to clarify further regulations for adult day cares as home occupations.

Please contact the Planning Division if you have any questions.

Thank you,

Katie Bussell
Planner 2

CHAPTER 20

HOME OCCUPATIONS

(Amended 05/22/18)

Section 20.010. Purpose.
Section 20.020. Requirements of Approval.
Section 20.030. Employees.
Section 20.040. Patrons.
Section 20.050. Mobile Home Occupations
Section 20.060. Prohibited Home Occupations.
Section 20.070. Appeals.
Section 20.080. Noncompliance and Revocation.
Section 20.090. Business License Required.

Section 20.010. Purpose. *(Amended 03/28/00; 01/08/13; 04/11/17)*

It is the intent of Lehi City to encourage business activities in appropriate commercial districts. Business activities may be conducted within a residence on a limited basis provided that the proposed activity complies with the standards and provisions of this Chapter. All home occupations shall be secondary and incidental to the residential use of the structure. Home occupations are a temporary privilege that can be revoked at any time if disruption of the residential neighborhood occurs, or if the applicant fails to comply with any condition of approval.

Section 20.020. Requirements of Approval.

(Amended 03/28/00; 8/10/04; 12/08/09; 01/08/13; 03/11/14; 04/11/17; 08/29/17; 12/08/20; 05/14/24)

To protect the character of residential neighborhoods in the City, a Home Occupation Permit shall be obtained prior to use of a residential dwelling or accessory building for a business. An application for a Home Occupation Permit may be approved provided:

A. the applicant resides in the residence for which the permit is being sought;

B. no alteration to the exterior of the residence is made and the residence maintains the general character and appearance of a residential dwelling;

C. the home occupation occupies no more than 25% of the total finished, livable floor area of the dwelling;

D. the home occupation is carried out within the home, garage, accessory building, or other space of a residential property but is not observable by the general public from the street in front of the residence, and the business activities do not create a nuisance for adjacent properties or disrupt the normal residential character of the neighborhood in which the residence is located;

E. any space that is used for the business in a garage or accessory building is counted toward the maximum allowed square footage for the home occupation;

F. garage doors remain closed while business is conducted therein;

G. required off-street parking for both the primary residence, any permitted ADU or STR, and home occupation is maintained as per Table 37.080, Section 12.230.G, Section 26.030.C, and Section 20.040.B of this Code;

H. a home occupation located in a garage or accessory building complies with all applicable building and fire codes, which may require approval for business activities by the Building Official and fire marshal;

I. if the home occupation involves raising, keeping, caring, or selling of animals, an inspection by the Animal Control Officer shall occur prior to issuance of a business license;

J. a certificate of occupancy is first issued for the residence;

K. the applicant obtains a Lehi City Business License for the home occupation on an annual basis;

L. there are no signs or product displays;

M. no more than one home occupation is approved per residence unless the applicant can demonstrate the additional home occupations will not impact the residential nature of the area;

N. there is no storage or parking of tractor trailers, semi-trucks, or other heavy equipment on the premises or on the streets in the vicinity of the premises of the home occupation, except that not more than one truck of one-ton capacity or less may be parked at the premises during off hours;

O. to ensure the home occupation, once authorized, does not become a nuisance to the neighbors, the Zoning Administrator may impose operating conditions initially and also subsequently to protect the public health, safety, peace, and welfare of the residents of the surrounding residential area;

P. the home occupation is clearly incidental and

secondary to the residential use of the dwelling and does not change the character of the building from common residential uses;

Q. activities in connection with the home occupation are not in conflict with the objectives and characteristics of the district in which the home occupation is located; and

R. if the applicant for a home occupation is not the legal owner of the residence, the applicant presents written permission from the legal owner of the residence to conduct the activities proposed.

S. The facility must also comply with any applicable IFC and IBC Codes.

Section 20.030. Employees.
(Amended 03/28/00; 01/08/13)

A. Residents of the dwelling for which a home occupation has been approved may be employed by the home occupation.

B. Recognizing that for some home occupations additional employees are necessary or practical, the City may allow one employee not residing in the premises to work at the location of a home occupation during daytime business hours. Off-street parking shall be required for all on-premises employees of an approved home occupation.

C. Off-premise employees shall not be allowed to frequent the premise of a home occupation.

Section 20.040. Patrons. *(Amended 07/18/02; 8/10/04; 01/08/13; 03/11/14; 04/11/17; 06/14/22; 02/14/24; 05/14/24, 10/08/24)*

A. The number of patrons permitted at a home occupation shall be based on the amount of off-street parking the residence can provide (excluding the required parking for the residence) plus the amount of on-street parking immediately along the residence's frontage, with the exception of child daycare, child in-home instruction, and swimming lessons. In no case shall there be more than six parking spaces occupied at one time related to the home occupation.

B. There shall be no more than four classes or sessions per day.

C. If the home occupation involves training or grooming of Category 4 animals (see Table 12.260) and does not have a kennel permit, the maximum number of client's animals that may be kept at the home at a given time shall not exceed three.

1. Any home occupation involving the boarding or caring (i.e., daycare) of Category 4 animals (see Table 12.260) shall require a kennel permit.

2. No overnight keeping of client's animals shall be allowed.

D. Off-street parking is required for all patrons of an approved home occupation.

E. In the case of child in-home instruction, including preschools, dance, music, art instruction, and athletic instruction, there shall not be more than 12 persons at one time nor more than two classes or sessions per day. A drop-off circulation plan shall be provided. The facility must also comply with any applicable IFC and IBC Codes.

F. In the case of home-based microschools (as allowed by Utah State Code Section 10-9a-305) there shall not be more than 16 students at one time. All requirements of the Utah State Code for microschools must also be met including the facility space requirements per student. A drop-off circulation plan shall be provided. The facility must also comply with any applicable IFC and IBC Codes.

G. In the case of child or adult daycare, the total number of ~~children~~ persons that may be allowed in attendance at one time shall be limited to 12. A drop-off circulation plan shall be provided. In order to maintain the validity of a Lehi City business license for any ~~child~~ day care, the applicant shall obtain and keep valid a Utah Department of Health childcare certificate, and an annual fire life safety inspection. Any ~~child~~ day care home occupation shall also strictly comply with all other requirements set forth in Utah Admin. Code § R430-50-1, *et seq.*

H. In the case of swimming lessons, the following provisions shall apply:

1. the total number of patrons that may be allowed in attendance at one time shall be limited to six.

2. there shall be no more than four classes or sessions per day.

3. the license holder and any other instructors shall have and maintain current certifications issued by the American Red Cross in each of: 1) cardio-pulmonary resuscitation; 2) first aid; and 3) swim coaches safety training or water safety instruction.

4. the pool facility shall meet all State requirements for pool cleanliness, microbes, sanitation, chemicals, lifesaving apparatus, periodic sampling of water, and water purification treatment.

5. the pool design must be an in-ground built-in pool. Temporary, portable, or above ground pools shall not be used.

6. all instructors are required to have YMCA accreditation or other nationally approved accreditation standards for swim instruction.

I. For ~~child~~ day care and ~~child~~ in-home instruction and swimming lessons, the backyard of the home is required to be fully fenced and all gates shall have self-closing latches.

J. For any business expecting patrons, the applicant must pass a fire and safety inspection prior to the issuance of a business license.

Section 20.050. Mobile Home Occupations.
(New 06/09/20)

A. Mobile Home Occupation shall be defined as a personal service or pet grooming facility business that operates out of a mobile unit.

B. A Home Occupation Permit may be issued for a Mobile Home Occupation if the use meets the definition of personal services or pet grooming facility in this Code and all other requirements listed in this Chapter.

C. The business license for a Mobile Home Occupation shall have a residential address in Lehi City for the home office.

D. No services shall be provided while the mobile unit is in motion.

E. The mobile unit shall be self-contained and self-supporting. The unit shall not connect into any city utilities or dispose of waste in city storm drain or sanitary sewer.

F. The mobile unit shall have fresh water for each business day. Should the fresh water run out during a business day, the business shall discontinue operations until the fresh water holding tank has been re-filled.

G. All furniture shall be anchored to the mobile unit and chemicals shall be stored in cabinets with safety catches.

H. No part of the mobile unit shall be used for living or sleeping quarters.

I. Mobile Home Occupation operators and vendors shall comply with the Lehi City Municipal Code Title 5, Chapter 3, Noise Control.

J. Mobile Home Occupations shall, at all times comply with all applicable laws to this type of service and all county health department regulations.

K. Parking of the mobile unit shall comply to the following:

1. Mobile Home Occupations shall not be parked in a manner that impedes vehicular or pedestrian traffic flow or public safety. A minimum clearance of 15 feet shall be kept between the Mobile Home Occupation and any fire hydrant, utility box, ADA accessibility ramp, or building entrance.

2. A Mobile Home Occupation shall not park on any landscaped parking strip.

3. Mobile Home Occupations shall not be operated on public streets where the speed limit exceeds 35 miles per hour, or at any locations that are otherwise deemed hazardous by Lehi City, unless the roadway or location has been closed to vehicular traffic for a public event.

4. Mobile Home Occupations shall be parked lawfully on public right-of-way. Mobile Home Occupations shall be parked so that neither the vehicle or customers interfere with public access to adjacent parking stalls, driveways, or entrances of existing buildings or uses.

5. Each Mobile Home Occupations operator shall ensure that its use of the right-of-way, including the sidewalk, does not interfere with or limit sidewalk users' passage.

6. All Mobile Home Occupations shall be removed from the public right-of-way at the close of each business day, Mobile Home Occupations shall park off-street during non-business hours. Parking of the Mobile Home Occupation can occur in a driveway as allowed by the CC&R's of the subdivision. No services shall be provided while the mobile unit is parked in the driveway.

Section 20.060. Prohibited Home Occupations. *(New 12/08/09; Amended 01/08/13; 08/29/17; 10/13/20; 06/14/22; 05/14/24)*
For the purpose of protecting residential character,

the following types of businesses and those of a similar nature are prohibited as home occupations when performed on premise and not as a home office:

A. body art facilities;

B. clinics, hospitals, and related medical and dental facilities, excluding outpatient counseling and therapy services;

C. cosmetic facilities that require biohazard disposal including, but not limited to, micro-blading, derma fillers, Botox injections, and neuromodulators;

D. animal and veterinary clinics, kennels, or other facilities which entail the raising, or keeping of dogs, cats or other animals in excess of what is permitted by Table 12.070 of this Code;

E. restaurants, but not including food preparation;

F. automobile, truck, or recreational vehicle related businesses, including repair services, wholesale or retail sales, painting and auto body repair;

G. construction or landscape maintenance businesses that require equipment, materials, or vehicles to be stored at the home;

H. ambulance services;

I. retail sales businesses, excluding internet sales;

J. sexually oriented businesses; and

K. engine or appliance repair services.

Section 20.070 Appeals. *(Amended 01/08/13; 12/13/16)*
If an applicant for a Home Occupation Permit is either denied a permit or desires to appeal any condition of approval placed on the application by the Zoning Administrator, the applicant may present an appeal to the Hearing Examiner within ten days of the decision, as per Section 03.040. The applicant shall notify the Zoning Administrator, in writing, of the appeal. The Zoning Administrator will schedule an appeal hearing with the Hearing Examiner and provide at least 14 days' public notice consistent with the notification procedures of Section 03.080. At the hearing, the Hearing Examiner may hear from the Zoning Administrator, staff, applicant, public and other interested parties prior to making a decision on the appeal. Following the hearing, the Hearing Examiner may approve, approve with conditions, or deny the appeal.

Section 20.080. Noncompliance and Revocation.
Any Home Occupation Permit shall be revoked by the Zoning Administrator upon violation of any of the requirements of this Chapter, or upon failure to comply with any condition of the permit, unless the violation is corrected within ten days of receipt of written notice of the violation. A permit may be revoked for repeated violations of the requirements of this Chapter, notwithstanding compliance to the violation notice.

Section 20.090. Business License Required.
(New 12/08/09)
A Home Occupation Permit is not a business license. Granting of the permit shall not relieve the permittee of any other license requirement of the City or of any other public agency, including the requirement to obtain a business license.

Agenda Item No: 11

City Council Agenda Item Report

Meeting Date: January 27, 2026
Submitted By: Teisha WIlson
Submitting Department:
Item Type: Resolution
Agenda Section: Regular Agenda

Subject:
Consideration of Resolution #2026-05 of the Lehi City Council, urging preservation of local land use authority and opposing new statewide high-density or "by-right" housing mandates.

Suggested Action:

Attachments:

Res 2026-05.docx

LEHI CITY

RESOLUTION NO. 2026-05

A RESOLUTION OF THE LEHI CITY COUNCIL URGING PRESERVATION OF LOCAL LAND USE AUTHORITY AND OPPOSING NEW STATEWIDE HIGH-DENSITY OR "BY-RIGHT" HOUSING MANDATES.

WHEREAS, Lehi City (the “City”) supports the statewide goal of improving housing affordability and recognize that Utah’s rapid growth requires a diverse supply of housing types, including options for first-time homebuyers, families, seniors, and workforce households;

WHEREAS, municipal land use decisions require the careful balancing of housing opportunities with transportation, water and sewer capacity, stormwater systems, public safety services, schools, environmental constraints, and neighborhood compatibility, and are best made through locally adopted general plans and ordinances with meaningful public participation;

WHEREAS, Utah County is meeting significant housing demand, with 6,321 building permits issued in 2024 (more than Davis County and Weber County combined), demonstrating that locally led planning and permitting can produce substantial housing when paired with adequate infrastructure and services;

WHEREAS, the City is concerned that certain proposed state legislation would preempt local zoning, compress review timelines, and impose or incentivize minimum density requirements in ways that can shift infrastructure costs to local taxpayers and reduce community-specific problem solving;

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

1. The City respectfully requests that the Governor and Utah Legislature preserve meaningful local land use authority and avoid imposing one-size-fits-all density or "by-right" zoning mandates that do not account for local infrastructure, environmental constraints, and community needs.

2. The City requests that the State prioritize collaborative housing strategies that respect local planning while addressing true barriers to housing production, including: infrastructure funding, transportation concurrency, water resources, and streamlined state agency coordination for projects that are consistent with local general plans.

3. The City directs that copies of this Resolution be transmitted to the Governor, the President of the Senate, the Speaker of the House, relevant legislative committee chairs, and statewide municipal associations.

4. This resolution shall take effect immediately.

Approved and Adopted by the City Council of Lehi City, Utah, this 27th day of January, 2026.

LEHI CITY

_____

Paul Binns, Mayor

ATTEST

_____

Teisha Wilson, City Recorder

Agenda Item No: 12

City Council Agenda Item Report

Meeting Date: January 27, 2026
Submitted By: Teisha WIlson
Submitting Department:
Item Type: Resolution
Agenda Section: Regular Agenda

Subject:
Consideration of Resolution #2026-06 of the Participating Municipalities of Northern Utah County, urging preservation of local land use authority and opposing new statewide high-density or "by-right" housing mandates.

Suggested Action:

Attachments:

Res 2026-06.docx

LEHI CITY

RESOLUTION NO. 2026-06

A RESOLUTION OF THE PARTICIPATING MUNICIPALITIES OF NORTHERN UTAH COUNTY URGING PRESERVATION OF LOCAL LAND USE AUTHORITY AND OPPOSING NEW STATEWIDE HIGH-DENSITY OR "BY-RIGHT" HOUSING MANDATES.

WHEREAS, the Participating Municipalities of North Utah County (the “Cities”) support the statewide goal of improving housing affordability and recognize that Utah’s rapid growth requires a diverse supply of housing types, including options for first-time homebuyers, families, seniors, and workforce households;

WHEREAS, municipal land use decisions require the careful balancing of housing opportunities with transportation, water and sewer capacity, stormwater systems, public safety services, schools, environmental constraints, and neighborhood compatibility, and are best made through locally adopted general plans and ordinances with meaningful public participation;

WHEREAS, Utah County is meeting significant housing demand, with 6,321 building permits issued in 2024 (more than Davis County and Weber County combined), demonstrating that locally led planning and permitting can produce substantial housing when paired with adequate infrastructure and services;

WHEREAS, the Cities are concerned that certain proposed state legislation would preempt local zoning, compress review timelines, and impose or incentivize minimum density requirements in ways that can shift infrastructure costs to local taxpayers and reduce community-specific problem solving;

NOW, THEREFORE, be it resolved by the Participating Municipalities of North Utah County, Utah, as follows:

1. The Cities respectfully request that the Governor and Utah Legislature preserve meaningful local land use authority and avoid imposing one-size-fits-all density or "by-right" zoning mandates that do not account for local infrastructure, environmental constraints, and community needs.

2. The Cities request that the State prioritize collaborative housing strategies that respect local planning while addressing true barriers to housing production, including: infrastructure funding, transportation concurrency, water resources, and streamlined state agency coordination for projects that are consistent with local general plans.

3. The Cities direct that copies of this Resolution be transmitted to the Governor, the President of the Senate, the Speaker of the House, relevant legislative committee chairs, and statewide municipal associations.

4. This resolution shall take effect immediately.

Approved and Adopted by the Participating Municipalities of North Utah County, Utah, this 27th day of January, 2026.

PARTICIPATING MUNICIPALITIES OF
NORTH UTAH COUNTY:

Lehi City

Attest:

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Paul Binns, Mayor

Teisha Wilson, City Recorder

City: Attest:

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, Mayor , City Recorder

City: Attest:

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, Mayor , City Recorder

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, Mayor , City Recorder

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, Mayor , City Recorder

Agenda Item No: 13

City Council Agenda Item Report

Meeting Date: January 27, 2026
Submitted By: Teisha WIlson
Submitting Department:
Item Type: Resolution
Agenda Section: Regular Agenda

Subject:
Consideration of Resolution #2026-07 of the Lehi City Council, urging additional and equitable transportation funding for Utah County.

Suggested Action:

Attachments:

Res 2026-07.docx

LEHI CITY

RESOLUTION NO. 2026-07

A RESOLUTION OF THE LEHI CITY COUNCIL URGING ADDITIONAL AND EQUITABLE TRANSPORTATION FUNDING FOR UTAH COUNTY

WHEREAS, Lehi City (the "City") is experiencing sustained population and employment growth that is increasing travel demand on Interstate 15, Redwood Road (SR-68), Mountain View Corridor, and key east-west arterials;

WHEREAS, Utah County has an estimated population of 747,234 (13.3% growth since 2020), supports approximately 274,566 jobs and over $15.3 billion in annual payroll (2023), and issued 6,321 building permits in 2024 - exceeding Davis County (378,470 people; 1,468 permits) and Weber County (276,118 people; 1,630 permits);

WHEREAS, the City has invested substantial local funds (including impact fees and local transportation revenues) to accommodate this growth, yet critical regional connections and capacity projects remain unfunded or underfunded - especially (i) east-west connections between I-15 and Redwood Road/Mountain View Corridor near Point of the Mountain and (ii) the Pony Express Parkway/1900 South corridor;

WHEREAS, UDOT program briefings reflect significant state-funded corridor investments in Davis and Weber Counties in recent years, including SR-177 (West Davis Highway) at approximately $731.194 million, the I-15 Davis-Weber Express Lanes project at $180.6 million, and the SR-97 (5600 South) corridor and interchange project in Weber County at $238 million;

WHEREAS, local and regional plans identify additional improvements in the Pony Express Parkway/1900 South corridor and related extensions as necessary to serve rapidly growing communities, relieve congestion on parallel arterials, and provide redundancy in the northwest Utah County transportation network;

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

1. The City respectfully requests that the Governor and Utah Legislature provide additional, ongoing transportation funding for Utah County and adopt allocation practices that better reflect population, job growth, and housing production in Utah County and the northwest Utah County subregion.

2. The Cities respectfully requests that the Utah Transportation Commission and UDOT prioritize and (where needed) fully fund and accelerate delivery of the following

Utah County projects and corridors, in coordination with MAG, affected cities, and regional partners:

- Pony Express Parkway / 1900 South Corridor: prioritize state participation in widening and operational improvements to achieve an ultimate five-lane cross-section (two lanes each direction with a center turn lane as appropriate) with multimodal facilities, including critical connection segments in Lehi and American Fork and westward continuity toward SR-68.
- Point of the Mountain East-West Connector: fast-track concept development, corridor preservation, and environmental clearance for an additional east-west roadway connection between I-15 and Redwood Road/Mountain View Corridor at or near the Point of the Mountain to improve redundancy, disperse peak-hour traffic, and support planned redevelopment.

3. The City respectfully requests increased state support for Utah Transit Authority (UTA) capital and operating investments in Utah County to expand frequent transit service, improve connectivity, and provide competitive alternatives to single-occupant vehicle trips as the region grows.

4. The City directs that copies of this Resolution be transmitted to the Governor, the President of the Senate, the Speaker of the House, Utah Transportation Commission members, the UDOT Executive Director, the UTA Board Chair and CEO, and the leadership of MAG and WFRC.

5. This resolution shall take effect immediately.

Approved and Adopted by the City Council of Lehi City, Utah, this 27th day of January, 2026.

LEHI CITY ATTEST

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Paul Binns, Mayor Teisha Wilson, City Recorder

Agenda Item No: 14

City Council Agenda Item Report

Meeting Date: January 27, 2026
Submitted By: Teisha WIlson
Submitting Department:
Item Type: Resolution
Agenda Section: Regular Agenda

Subject:
Consideration of Resolution #2026-08 of the Participating Municipalities of Northern Utah County, urging additional and equitable transportation funding for Utah County.

Suggested Action:

Attachments:

Res 2026-08.docx

LEHI CITY

RESOLUTION NO. 2026-08

A RESOLUTION OF THE PARTICIPATING MUNICIPALITIES OF NORTHERN UTAH COUNTY URGING ADDITIONAL AND EQUITABLE TRANSPORTATION FUNDING FOR UTAH COUNTY

WHEREAS, the Participating Municipalities of Northern Utah County (the "Cities") that have signed below are experiencing sustained population and employment growth that is increasing travel demand on Interstate 15, Redwood Road (SR-68), Mountain View Corridor, and key east-west arterials;

WHEREAS, Utah County has an estimated population of 747,234 (13.3% growth since 2020), supports approximately 274,566 jobs and over $15.3 billion in annual payroll (2023), and issued 6,321 building permits in 2024 - exceeding Davis County (378,470 people; 1,468 permits) and Weber County (276,118 people; 1,630 permits);

WHEREAS, the Cities have invested substantial local funds (including impact fees and local transportation revenues) to accommodate this growth, yet critical regional connections and capacity projects remain unfunded or underfunded - especially (i) east-west connections between I-15 and Redwood Road/Mountain View Corridor near Point of the Mountain and (ii) the Pony Express Parkway/1900 South corridor;

WHEREAS, UDOT program briefings reflect significant state-funded corridor investments in Davis and Weber Counties in recent years, including SR-177 (West Davis Highway) at approximately $731.194 million, the I-15 Davis-Weber Express Lanes project at $180.6 million, and the SR-97 (5600 South) corridor and interchange project in Weber County at $238 million;

WHEREAS, local and regional plans identify additional improvements in the Pony Express Parkway/1900 South corridor and related extensions as necessary to serve rapidly growing communities, relieve congestion on parallel arterials, and provide redundancy in the northwest Utah County transportation network;

NOW, THEREFORE, be it resolved by the Participating Municipalities of Northern Utah County, Utah, as follows:

1. The Cities respectfully request that the Governor and Utah Legislature provide additional, ongoing transportation funding for Utah County and adopt allocation practices that better reflect population, job growth, and housing production in Utah County and the northwest Utah County subregion.

2. The Cities respectfully request that the Utah Transportation Commission and UDOT prioritize and (where needed) fully fund and accelerate delivery of the following Utah County projects and corridors, in coordination with MAG, affected cities, and regional partners:

- Pony Express Parkway / 1900 South Corridor: prioritize state participation in widening and operational improvements to achieve an ultimate five-lane cross-section (two lanes each direction with a center turn lane as appropriate) with multimodal facilities, including critical connection segments in Lehi and American Fork and westward continuity toward SR-68.
- Point of the Mountain East-West Connector: fast-track concept development, corridor preservation, and environmental clearance for an additional east-west roadway connection between I-15 and Redwood Road/Mountain View Corridor at or near the Point of the Mountain to improve redundancy, disperse peak-hour traffic, and support planned redevelopment.

3. The Cities respectfully request increased state support for Utah Transit Authority (UTA) capital and operating investments in Utah County to expand frequent transit service, improve connectivity, and provide competitive alternatives to single-occupant vehicle trips as the region grows.

4. The Cities direct that copies of this Resolution be transmitted to the Governor, the President of the Senate, the Speaker of the House, Utah Transportation Commission members, the UDOT Executive Director, the UTA Board Chair and CEO, and the leadership of MAG and WFRC.

5. This resolution shall take effect immediately.

Approved and Adopted by the Participating Municipalities of Northern Utah County, Utah, this 27th day of January, 2026.

PARTICIPATING MUNICIPALITIES OF
NORTH UTAH COUNTY:

Lehi City

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Paul Binns, Mayor

Attest:

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Teisha Wilson, City Recorder

City: Attest:

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