Lehi City Council Meeting
Agenda
April 14, 2026

4:30 PM - Lehi Civic Center, Council Chambers (131 N. 100 E., Lehi, Utah)

Pre-Council, 4:30 - 6:30 p.m.

I. Welcome and Opening Comment

II. Presentations and Reports

1. Presentation of Development Analysis- Planning and Engineering Students from BYU (15 min)
   Presentation

2. Power Rate Study Presentation- Power Department and Dave Berg Consulting (30-40 min)

III. Working Discussion Items

1. Water Conservation Discussion (15 min)
   Water Conservation Plan

2. Small Business Advisory Council Discussion (15 min)
   SBAC Guiding Principles Draft 2_25_26 with Kim's Comments Inserted (002).pdf

3. Commercial and Low-Density Residential Buffering Discussion (20 min)

4. Presentation and Discussion of Bike and Pedestrian Master Plan Vision, Goals, and Map (15 min, end by 6:30 p.m.)
   Bike-Ped Vision and Goals - CC 04.14.26.pdf

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

V. Administrative Report

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

Closed Session

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

Regular Session, 7:00 p.m.

VII. Welcome, Roll Call, Pledge of Allegiance

VIII. Presentations and Reports

1. Presentation to the Lehi Fire Department Commemorating the 125th Anniversary.
   Res 2026-26.docx

IX. Citizen Input

For public comments on items <u>not</u> listed on the agenda. Comments limited to 3 minutes per person, with a time limit not to exceed 20 minutes for this item.

X. Consent Agenda

1. Approve Purchase Orders
   PO 8324 Specialty Applicators.pdf
   PO 8334- Carter Substation.pdf

2. Approve Ordinance #20-2026, adopting an update to the Lehi City Power Requirements and Standards Electrical Service Information for Power Quality and Customer Equipment.
   Ord 20-2026
   Power Quality and Customer Equipment Detail

3. Approve Resolution #2026-19, a Lease Agreement with Value Innovations HB Lofts, LLC for a Satellite Location of the Rippy Literacy Center.
   Res 2026-19
   Agreement-Literacy Center Ivory Innovations Lease (final) (AA Edited).docx

XI. Regular Agenda

1. Consideration of Ordinance #14-2026, amending Lehi Municipal Code Title 9 Chapter 2C Section 2-3, Water Shortage Management Plan and Enforcement.
   Ord 14-2026.docx
   Water Shortage Management Plan_2023 Revised 4.9.2026.pdf

2. Lehi City Budget Amendment #4
   a. Public Hearing
   b. Consideration of Resolution #2026-27 amending the budget for the City of Lehi for Fiscal

Year 2025-2026.
Res 2026-27.docx
FY26 Amendment #4

3. Consideration of Resolution #2026-28, Adopting a Tentative Budget for the City of Lehi for Fiscal year 2026-2027.
Res 2026-28.docx
FY 2027 MAYOR'S TENTATIVE BUDGET.pdf

4. Motion to Adjourn for a Lehi Local Building Authority (LBA) Meeting to Adopt the Tentative Budget.
The City Council meeting will resume immediately following the LBA Meeting.

5. Statement of Notice to the Public that the 2026-2027 Lehi City Tentative Budget includes a Proposed Tax Rate Increase. (This is a non-voting item)
Property Tax Impact Schedule

6. Consideration of Resolution #2026-22, approving a Purchase and Sale Agreement for Commercial Real Estate between Lehi City ("seller") and Lehi Mill Pond, LLC ("buyer"), located at approximately 535 South Mill Pond Drive.
Res 2026-22
Purchase and Sale Agreement- 535 South Mill Pond Dr
Property Overall 2026-MILL POND

7. Consideration of Resolution #2026-23, approving a Purchase and Sale Agreement for Commercial Real Estate between Lehi Mill Pond, LLC ("seller ") and Lehi City ("buyer"), located at approximately 411 South Mill Pond Drive.
Res 2026-23
Purchase and Sale Agreement- 411 South Mill Pond Dr.pdf

8. Consideration of Resolution #2026-24 approving a Real Estate Purchase Contract and Addendum #1 between Mill Pond Management LLC ("seller") and Lehi City ("buyer") located at approximately 801 South Mill Pond Road.
Res 2026-24
REPC for Land - Mill Pond Management, LLC
Addendum #1 to REPC for Land

9. Consideration of Concept approval for the Spring Meadow Villas (PUD) Concept, a 72-lot single family residential project located at 1630 South 500 East.
Petitioner: Windy City Development LLC
Spring Meadows Concept 1

10. Consideration of Ordinance #16-2026, approving a General Plan Amendment on 7.1 acres located at 2424 West 900 North changing the designation from Very-Low Density

Residential Agriculture (VLDRA) to Very-Low Density Residential (VLDR).
Petitioner: Terry Bishop
Ord 16-2026
Bishop General Plan Amendment

11. Consideration of Ordinance #17-2026, approving a Development Code Amendment to Table 05.030-B and Chapter 39 adding a Flex Commercial Building use.
Petitioner: X Development
Ord 17-2026
X Development Development Code Amendment

12. Consideration of Ordinance #18-2026, approving a General Plan Amendment on 2.8-acres located at 41 East 900 North changing the designation from Low Density Residential (LDR) to Mixed-Use (MU).
Petitioner: Georgetown Development
Ord 18-2026
Georgetown Development General Plan Amendment

13. Motion to Adjourn for a Lehi Redevelopment Agency (RDA) Meeting.
The City Council meeting will resume immediately following the RDA Meeting.

14. Consideration of Resolution #2026-29, approving an Interlocal Agreement between the Lehi City Redevelopment Agency and Lehi City regarding the Thanksgiving Point Housing Transit Reinvestment Zone.
Res 2026-29
Interlocal Agreement With Lehi City and RDA Thanksgiving Point HTRZ - 6.doc

15. Consideration of Ordinance #19-2026, approving a Development Code Amendment to Chapter 12 to require the buffering and screening requirements for existing residential homes in non-residential zones.
Petitioner: Lehi City
Ord 19-2026
Chapter 12 Buffering Development Code Amendment

16. Consideration of Ordinance #15-2026, approving a Development Code Amendment to both Table of Uses and to Chapter 12 to convert conditional uses to permitted uses based on preexisting supplementary requirements.
Petitioner: Lehi City
Ord 15-2026
Ch 5 Table of Uses and Ch 12

XII. Adjournment

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

Agenda Item No: 1

City Council Agenda Item Report

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

Subject:
Presentation of Development Analysis- Planning and Engineering Students from BYU (15 min)

Suggested Action:

Attachments:

Presentation

Lehi Fiscal Analysis Based on Land Use

BYU PROFESSIONAL PLANNING STUDIO

ERIN CHRISTESEN, MARCUS FISCHER, GRACE GIBSON,

DANIEL MARTOMA, EMMA TENNEY, AND KEZIA TRIPP

SUPERVISED BY: DR. DAVID SIMPSON

Project Overview

- Model future growth under different land use scenarios
- Estimate buildout capacity and development patterns
- Project fiscal impacts (revenues vs. expenditures)
- Identify tradeoffs to inform planning decisions

Community Profile

Among fastest-growing cities in Utah and the U.S.

Growth driven by in-migration and economic opportunity

Located within Silicon Slopes technology corridor

Strategic position between Salt Lake City and Provo

Sustained growth trajectory expected through 2050

Model Assumptions

Land Use

Land Uses	Revenue	Expenditures
Commercial	Property	Road/Utility
Retail (20% of Commercial)	Property/Sales	Road/Utility
Residential	Property	Road/Utility Police/Fire
Open Space (13.25% Parks)	N/A	Park Maintenance

Residential

Residential Classification	**General Plan** Units/Acre		**Model** Units/Acre	Sq Ft/Unit	$/Unit
High Density Residential	12	**High**	12	1000	350000
Medium Density Residential	6				
Low Density Residential	4	**Medium**	5	1500	487500
Very Low Density Residential	2.5				
VLDR Agricultural	1.75	**Low**	2	2300	690000

Mixed Use and TOD Assumptions

Land Use	Percentage
Residential	75
Retail	25

Land Use	Percentage
Residential	50
Commercial	25
Retail	20
Open Space	5

Revenue and Expenditure

Revenue	**$**	**Per Units**	
Property Tax	0.001236		
Sales Tax	6.4943	Sq Ft	
Expenditure			
Police Cost	504.953	Housing Unit	*Assumes 30,000 units
Fire Cost	425.2886	Housing Unit	*Assumes 30,000 units
Road Cost	3225	Lane Mile	*From city
Parks Cost	23358.1529	Acre	*Assumes 268 acres
Utility Cost	0.23713	Linear Foot	*Culinary, irrigation, sewer, storm length
Public Facilities	7,382,168.00	Flat Rate	

Formulas

Assumption Formulas (Build Out):	
Property Revenue (Commercial)	Acres*(43560)*FAR*valuation*property tax*proportion retail/commercial*14%
Property Revenue (Residential)	Acres*units/acre*valuation*property tax*tax exemption*14%
Police/Fire	Acres*units/acre*(police/unit+fire/unit)
Sales Revenue	Acres*(43560)*FAR*sales tax rate
Parks	Acres*parks cost

Preliminary Results

Name	Base Scenario	Build Out Scenario
Revenue - High Density Residential	-	7,718,385.74
Revenue - Medium Density Residential	-	28,783,447.99
Revenue - Low Density Residential	-	10,080,712.37
Total Residential Revenue	11,515,037.96	46,582,546.10
Revenue - Commercial Property	2,903,099.92	347,457,878.88
Revenue - Retail Property	725,774.98	7,721,286.20
Revenue - Retail Sales	25,848,958.70	55,152.04
Revenue - Mixed Use	-	10,412,567.83
Revenue - TOD	-	22,102,509.85
Total Revenue	**40,992,871.55**	**434,331,940.89**
Expenditure - Utilities	1,998,837.38	1,998,837.38
Expenditure - Parks	52,867,286.15	52,867,286.15
Expenditure - Roads	2,068,477.47	2,068,477.47
Expenditure - Police and Fire	27,907,200.00	52,366,652.62
Total Expenditures	**38,234,499.05**	**116,683,421.62**
Revenue - Expenditures	**2,758,372.50**	**317,648,519.27**

Analysis



PROJECTED LONG-TERM FISCAL SUSTAINABILITY



BUDGET FLEXIBILITY



COMMERCIAL PROPERTIES PRIMARY REVENUE GENERATION

Additional Scenarios

Medium Build Out

Different TOD Splits

More Commercial

More Mixed Use and TOD

Thank You

Agenda Item No: 2

City Council Agenda Item Report

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

Subject:
Power Rate Study Presentation- Power Department and Dave Berg Consulting (30-40 min)

Suggested Action:

Attachments:

Agenda Item No: 1

City Council Agenda Item Report

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

Subject:
Water Conservation Discussion (15 min)

Suggested Action:

Attachments:

Water Conservation Plan



Water Conservation Plan

Updated 2025

LEHI CITY

Acknowledgments and Contact Information:

Lorin Powell – Lehi City Engineer
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David Norman – Lehi City Public Works Director
dnorman@lehi-ut.gov, 385-201-2420

Greg Allred – Lehi City Water Department Manager
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Matt Dalton – Water Operations Supervisor
mdalton@lehi-ut.gov, 435-668-0614

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1. INTRODUCTION

In response to the rapid growth occurring throughout the state of Utah, Lehi City citizens and leaders are becoming concerned for the future cost and availability of the water supply. A similar concern has been demonstrated by the state legislature in the Water Conservation Plan Act (House Bill 71) passed and revised in the 2004 legislative session (Section 73-10-32 Utah Code Annotated). Furthermore, the implementation of the Regional Conservation Goals (RCG) implemented (Senate Bill 89) in 2022 helps measure Lehi City's progress. Additionally, the City's mission statement and resource management vision further support the need for an official Water Conservation Plan (WCP).

City-Wide Mission Statement:

The City of Lehi, along with the community we serve, will foster a tradition dedicated to: Maintaining a safe, healthy atmosphere in which to live, work and play; Guiding development to ensure responsible growth while preserving and enhancing our small town character, unique environment and natural amenities; Providing for the City's long-term stability through promotion of economic vitality and diversity; Resulting in a balanced community committed to protecting what is valued today while meeting tomorrow's needs.

Lehi City's Resource Management Vision:

Improve the health of the community we serve, in recognition of the critical linkages between environmental health and public health. It is Lehi City's desire to limit adverse impacts upon the environment by integrating resource management into our organizational policies, decision making, and institutional culture to ensure the most efficient use of resources in our new and existing facilities.

This achievement will be consistent with Lehi City's commitment to be a community leader in Resource Management and Environmental Stewardship in the North Utah County region.

Lehi City's Vision for the Future:

As Lehi continues to grow, the city is focused on sustainable development and maintaining a high quality of life for its residents. Plans for future growth include expanding infrastructure, enhancing public services, and promoting a diverse and inclusive community. Lehi's strategic location and thriving economy position it as a key player in Utah's ongoing development. Lehi exemplifies the pioneering spirit of Utah's future, blending its historic roots with a dynamic vision for tomorrow. Lehi is truly a remarkable place to live, work, and play.

In summary, this WCP is written to address how water conservation programs and practices will play an important role in meeting our future water needs, as well as address the concerns of leaders and citizens of both Lehi City and the state of Utah.

2. DESCRIPTION OF LEHI CITY AND ITS WATER SYSTEMS

Located in the northern part of Utah County, and in the third driest state in the nation, Lehi City's 2024 population was approximately 90,227 (DWRi, 2024). Providing water to meet the needs of its citizens has always been a top priority of City leaders and planners. As a result, a well maintained and operated water system provides the citizens of Lehi City with water when and where needed. Currently, the culinary water system provides water to 24,011 connections; 23,303 residential, 586 commercial, 118 institutional, and 4 industrial connections (DWRi, 2024).

In the late 1980's, Lehi City recognized the need for water conservation and the benefits from separating the systems for indoor and outdoor use. An ambitious project was undertaken at a cost of $5 million to provide a pressurized irrigation (PI) system. The City is currently served by a dual system of culinary and pressurized irrigation. The pressurized irrigation has been functioning since 1990 and has been well accepted by the citizens of Lehi. Currently the pressurized irrigation system is about 70% metered as of 2025 (DWRi, 2024). Culinary water usage records have indicated a major drop since the pressurized irrigation system was completed. Since the pressurized irrigation system is not metered for each user, a total usage of water can only be determined based on the amount of water measured at the various sources.

Lehi City residents and their leaders place a high value on open space. Consequently, 196 acres of land in the City have been set aside as parks (Lehi City Parks Master Plan, 2015).

Lehi City is presently receiving a significant portion of the county's residential, commercial and industrial growth. This growth is causing changes in the way the land within the City limits is being utilized and straining the ability of the present water supply and delivery system to meet demands (for both the culinary and pressurized irrigation systems). Through careful planning and efficient utilization of available water supplies their increased need can and will be met.

Service area maps for the existing Lehi City Culinary Water System and for the Lehi City existing Pressurized Irrigation System are given as Figures 1 and 2 in this Plan. As of 2024 and as shown, there are 10,150 culinary valves, 2,117 blowoffs and 494 miles of culinary lines. Culinary pipe sizes range from 1- to 24-inches and are color coded on the culinary service area map. There are also 11,298 pressurized irrigation valves, 4,359 fire hydrants and 465 miles of pressurized irrigation lines. Pressurized irrigation pipe sizes also range from 2- to 30-inches and are color coded on the pressurized irrigation service area map. Notice, in a unique way, the exterior fire protection system for Lehi City is serviced year-round by the pressurized irrigation system.

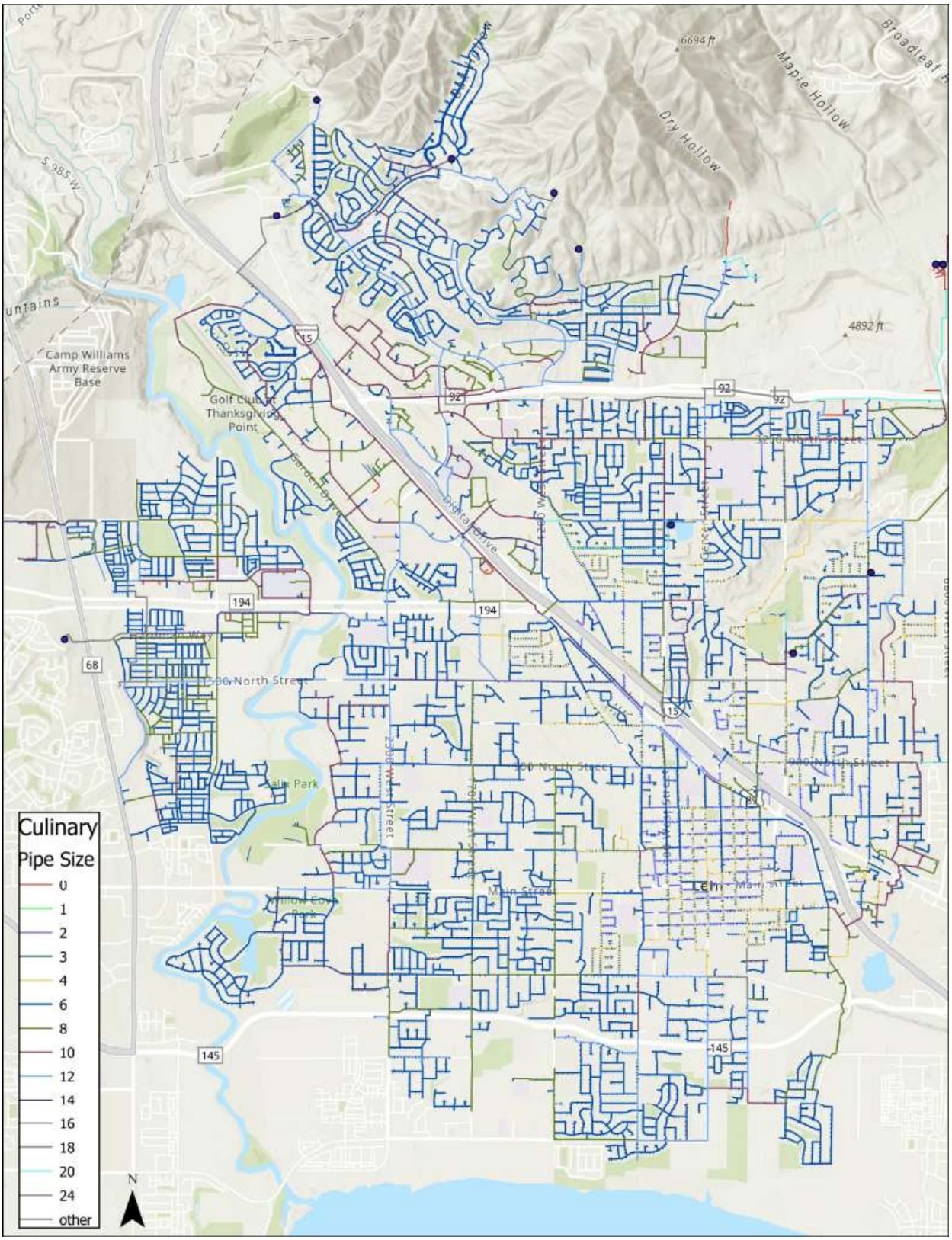


Figure 1: Lehi City Culinary Service Area Map

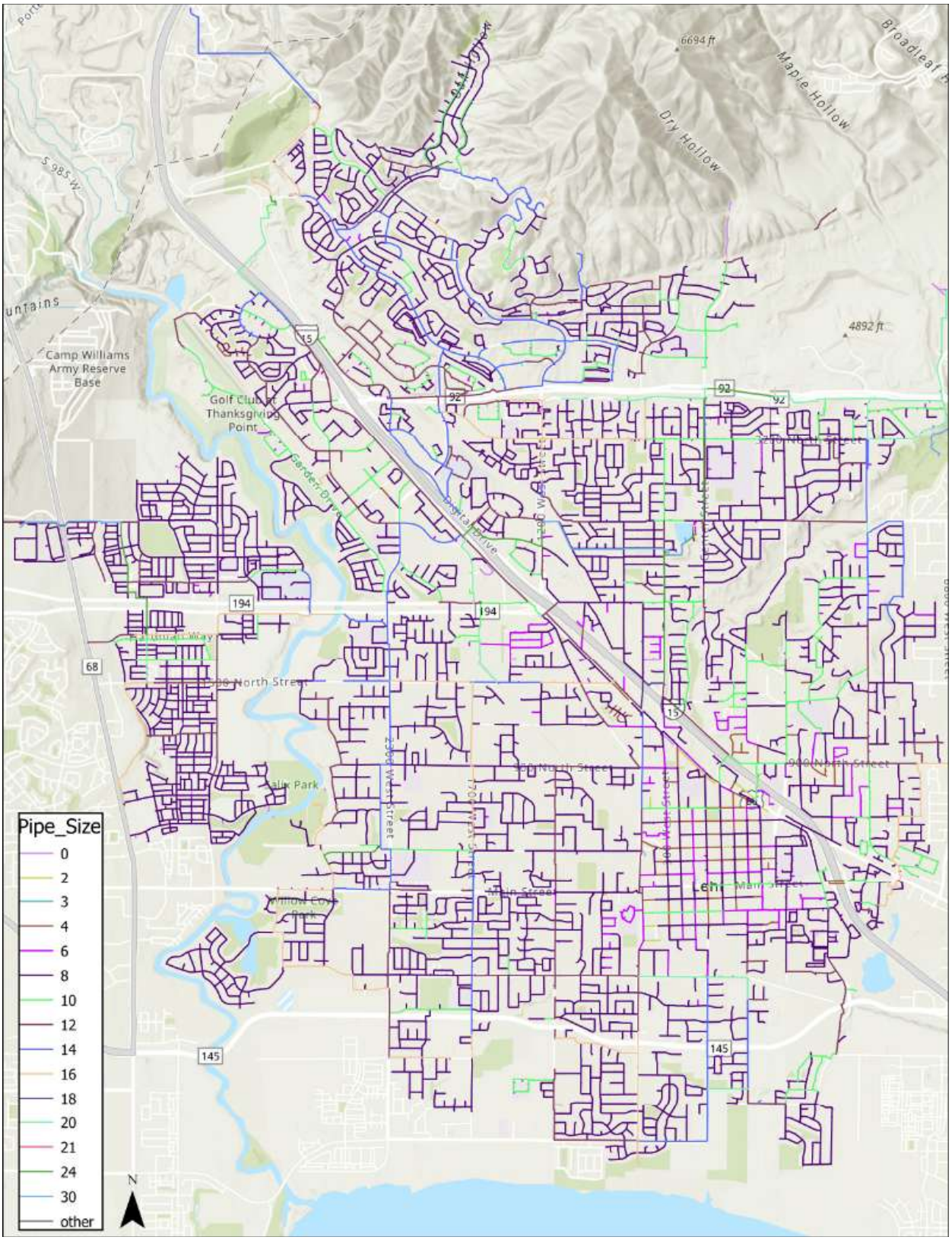


Figure 2: Lehi City Pressurized Irrigation Service Area Map

Inventory of Water Resources

As of 2024, Lehi City's culinary water and pressurized irrigation system needs are served by several wells, springs, and reservoirs. Water is also purchased from Central Utah Water Conservancy District (CUWCD) and irrigation companies. These sources are summarized in Table 1 below.

Table 1. Summary of Water Sources

Culinary		
Source Type	**Volume (Low to High)**	**% of Total**
Wells	4,512.27 - 5,114.47 ac-ft	54.85% -71.23%
Springs	34.45 - 463.70 ac-ft	0.47% - 5.24%
Purchases	1,741.60 - 3,753.26 ac-ft	26.75% - 40.68%
Culinary Total	**6,510.64 - 9,226.03 ac-ft**	**100%**
Pressurized Irrigation		
Wells	1,629.04 - 4,708.24 ac-ft	12.19% - 32.11%
Springs	277.13 - 628.58 ac-ft	2.15% - 4.13%
Purchases	4,615.17 - 6,535.29 ac-ft	34.72% - 46.12%
Reservoirs/Other	3,614.44 - 6,740.90 ac-ft	26.65% - 41.83%
Pressurized Irrigation Total	**12,898.22 - 18,291.30 ac-ft**	**100%**

1. Source volume is based on the high and low production ranges between 2019-2024.

Potable water for future City residents will, for the most part come from additional wells and CUWCD. Untreated water for the pressurized irrigation system will come from additional wells and surface sources.

The City owns shares of stock in several irrigation companies as shown below in Table 2. The total volume of water in irrigation company shares in 2025 is 8,030.36 acre-feet. Water provided under these shares is used outdoor water uses.

Table 2. City-Owned Shares in Irrigation Companies

Company Name	Total Volume (ac-ft)
American Fork Irrigation	249
Central Utah Project Water (Central Utah Water Conservancy District)	1,175
Central Water Project (Central Utah Water Conservancy District)	3,850
Highland Water Conservation District	770
Lehi Irrigation	6,465
Spring Creek Irrigation Co.	1,238
Mitchell Hollow Irrigation	440
North Bench Irrigation	1,044
Provo River Water Users (Full)	387
Provo River Water Users (Late)	1,550
Provo River Water Users (Deer Creek)	425
Utah Lake Distributing Company	1,319
Welby-Jacob	63
Total Shares	**18,975**

The City was able to withdraw 9,226.03 ac-ft of culinary water in 2024 from wells and springs and from the Central Water Project (CWP) as shown in Table 3.

Table 3. City Culinary Water Sources 2019-2024

Source Name	2019 Total Volume (ac-ft)	2020 Total Volume (ac-ft)	2021 Total Volume (ac-ft)	2022 Total Volume (ac-ft)	2023 Total Volume (ac-ft)	2024 Total Volume (ac-ft)
1200 East Well	1,025.20	947.08	1,089.70	798.10	479.00	755.52
500 West Well	1,811.22	1,898.36	2,020.49	1,973.67	1,647.89	1,477.73
Airport Well	1,253.69	1,170.00	1,137.32	1,001.27	723.70	706.51
Dry Creek Well	537.09	496.83	278.24	411.13	353.55	290.93
Gray Well	0.00	0.00	128.88	337.27	811.70	741.67
Mitchell Well	0.11	0.00	0.00	142.70	299.86	57.62
Sand Pit Well	0.00	0.00	0.00	0.00	798.77	1,030.25
School House Springs	131.73	34.45	330.61	314.84	463.70	412.54
Central Water Project (Central Utah Water Conservancy District)	1,741.60	2,851.67	2,211.75	3,186.17	3,275.71	3,753.26
Highland City	0.00	4.98	0.00	0.00	0.00	0.00
Grand Total:	**6,510.64**	**7,403.37**	**7,196.99**	**8,165.15**	**8,853.88**	**9,226.03**

In addition to the sources listed in Table 3, the City is currently constructing two new wells to provide culinary water for the system.

The City's pressurized irrigation system is delivered through the sources shown in Table 4 and accounted for 16,315.96 ac-ft in 2024.

Table 4. City Pressurized Irrigation Water Sources 2019-2024

Source Name	2019 Total Volume (ac-ft)	2020 Total Volume (ac-ft)	2021 Total Volume (ac-ft)	2022 Total Volume (ac-ft)	2023 Total Volume (ac-ft)	2024 Total Volume (ac-ft)
300 N Well	153.27	106.24	132.55	54.15	17.75	20.03
600 E Well	0.00	101.42	66.80	0.00	0.00	0.00
900 N Well	97.44	166.04	142.10	40.28	12.12	40.86
Cold Spring Well	0.00	42.32	16.33	9.80	0.00	94.35
Doc Jones Well	334.91	451.08	456.65	266.72	163.34	152.31
Jordan Narrow Well	343.73	363.24	319.51	485.09	327.08	434.85
Jordan River Reservoir Well	0.00	560.27	634.47	554.55	207.96	352.85
Mill Well	389.98	512.65	398.45	99.29	35.69	36.88
Minni Creek Well	140.00	204.00	226.00	130.00	47.00	89.00
Mitchell Well	154.69	327.01	449.74	453.86	132.00	255.52
New Survey Well	139.49	53.38	0.00	0.00	0.00	0.00
Oak Hollow Well	453.30	946.07	944.67	577.91	379.78	755.85
Pilgrams Well	342.21	580.98	333.96	171.15	280.43	277.74
Sunderland Well	217.61	293.54	233.88	84.30	25.89	26.82
900 N Drain & Spring	0.00	359.51	264.68	294.24	299.54	322.66
School House Springs	277.13	269.07	201.23	287.61	165.67	180.05
Orem MWD	0.00	0.00	0.00	655.00	0.00	0.00
CWP CUWCD	1,354.00	1,719.00	1,250.00	1,353.88	1,683.10	1,815.51
Geneva Rock	697.17	753.89	488.09	682.28	587.90	672.83
Micron CUWCD	550.00	550.00	550.00	550.02	550.00	550.00
MWDSLS	0.00	494.60	0.00	0.00	0.00	0.00

Source Name	2019 Total Volume (ac-ft)	2020 Total Volume (ac-ft)	2021 Total Volume (ac-ft)	2022 Total Volume (ac-ft)	2023 Total Volume (ac-ft)	2024 Total Volume (ac-ft)
Lehi Irrigation Co.	2,014.00	2,389.00	2,349.93	2,768.75	2,199.00	2,439.00
Utah Lake Distributing Co.	0.00	444.43	490.21	485.93	662.44	1057.95
300 N Drain	0.00	0.00	0.00	294.24	299.98	322.66
Bull River	2,984.33	1,975.88	1,388.70	1,643.00	993.00	1,607.00
Deer Creek	658.10	2,337.40	1,388.70	1,643.00	993.00	1,607.00
Minni Creek PI Facility	565.15	945.20	658.25	667.41	553.17	961.22
Tank Overflow	0.00	0.00	0.00	6.79	7.12	0.00
Spring Creek Irrigation Co.	546.20	858.71	482.83	344.32	527.48	684.28
Grand Total:	**12,898.22**	**18,291.30**	**13,563.69**	**14,084.44**	**13,369.22**	**16,315.96**

The City is constructing two new pressurized irrigation well to provide additional source redundancy.

For a complete list of the City's wells, springs, and drains water rights with their associated water flows, please refer to Appendix B. The current total of all water rights owned by Lehi City is 43,285.70 ac-ft. This figure is the sum of 11,761.0 ac-ft of "original water rights", 18,975.00 ac-ft of irrigation/district water rights", and 12,549.70 ac-ft of "other well, etc. water rights." However, it should be noted that these quantities could be reduced by as much as 30% to 50% in a dry year condition. The reference / source for these values is Lorin T. Powell, Professional Engineer and Lehi City Engineer, September 2025. Source capacity is limited by either the physical water supply (groundwater or surface water availability), infrastructure capacity, or the available water rights.

Water Usage

The following section provides information on the culinary and pressurized irrigation water usage

Culinary Water

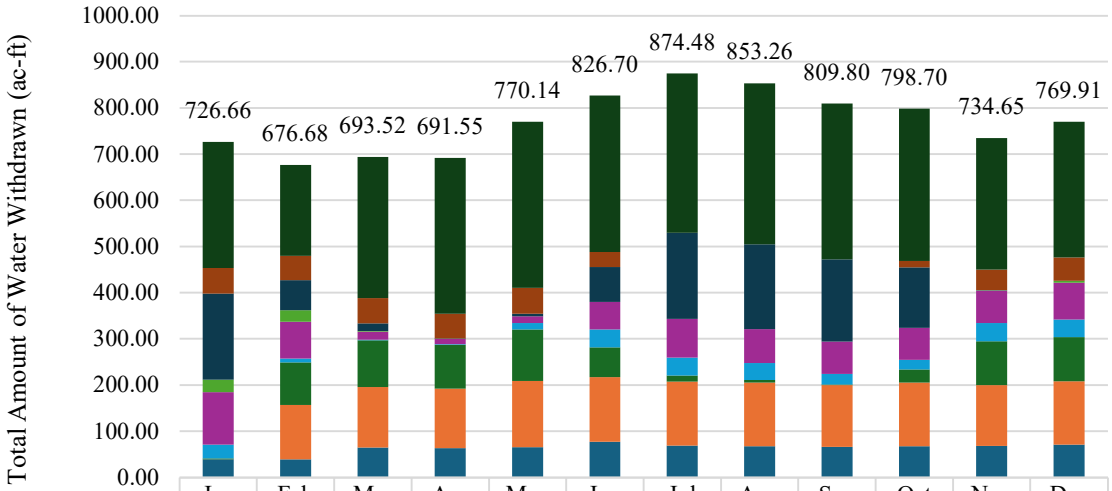
Average difference of the inflow (wells and springs) compared to the outflow (metered water) from the culinary system is 35.28% for the six years of record. However, unmetered water includes more than leaks in the system. The percentage difference shown in the table below also includes new construction, flushing new water mains, unmetered City facilities, and water transfers from the culinary system to the pressurized irrigation system.

The following table shows the amount of water delivered into the culinary water system and the metered outflows to end-users from the years 2019 to 2024.

Table 5. City Culinary Water Inflow & Outflow Totals - 2019 through 2024

Year	Total Production Water (ac-ft)	Total Metered Water (ac-ft)	% Difference
2019	6,510.64	4,522.04	30.54%
2020	7,403.38	4,927.29	33.45%
2021	7,396.99	5,202.99	29.66%
2022	8,165.15	4,935.84	39.55%
2023	8,853.88	5,263.82	40.55%
2024	9,226.03	5,714.64	38.06%

Figure 3 shows the total monthly water deliveries for the culinary system from 2024 from all sources.



	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
CUWCD	273.42	197.32	305.21	337.51	360.12	338.81	344.97	348.90	337.67	330.27	285.02	294.05
School House Springs	55.53	52.41	54.76	53.46	55.82	32.26	0.00	0.00	0.00	14.00	44.16	50.14
Sand Pit Well	186.57	65.32	17.07	0.35	5.42	76.00	186.64	183.31	178.22	130.71	0.64	0.00
Mitchell Well	26.51	25.07	1.09	0.23	0.00	0.00	0.00	0.00	0.00	0.00	0.68	4.05
Gray Well	114.16	79.23	17.09	11.26	14.38	59.34	83.90	73.49	69.91	68.98	70.11	79.81
Dry Creek Well	29.81	8.66	1.88	1.49	14.21	38.60	38.47	36.47	22.83	20.98	39.33	38.20
Airport Well	1.47	92.07	101.16	95.35	111.34	64.91	13.37	6.13	1.80	28.26	94.84	95.81
500 W Well	0.00	117.67	130.98	128.79	143.90	140.07	138.51	137.42	133.39	138.45	131.78	136.77
1220 E Well	39.19	38.93	64.28	63.11	64.95	76.71	68.62	67.54	65.98	67.05	68.09	71.08
Total	726.66	676.68	693.52	691.55	770.14	826.70	874.48	853.26	809.80	798.70	734.65	769.91

Figure 3: 2024 Total Culinary Water Withdrawals

Figure 4 shows the historical culinary water use for the gallons per capita per day (gpcd). Because total water use depends on the number of customers, per capita values are a better

measure of individual water use over time. Per capita water usage is standardized measurement of water consumption that takes the total water volume throughout the year and divides it by the total population and days per year. In 2024, Lehi City's population was 90,227 (DWRi). Residents used an average of 56.54 gpcd, lower than the regional goal (179 gpcd). However, this does not consider outdoor water demands.

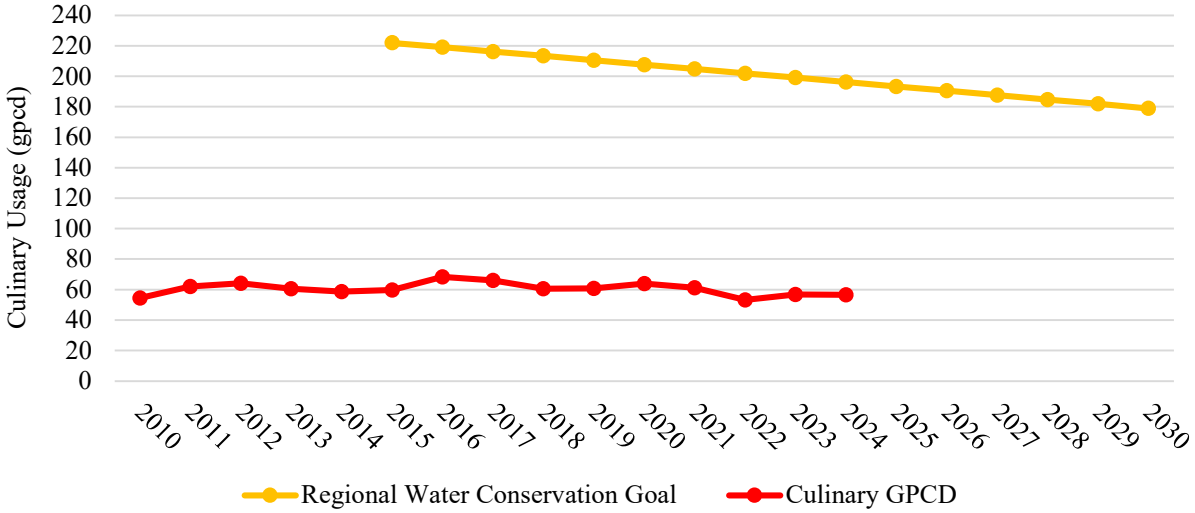
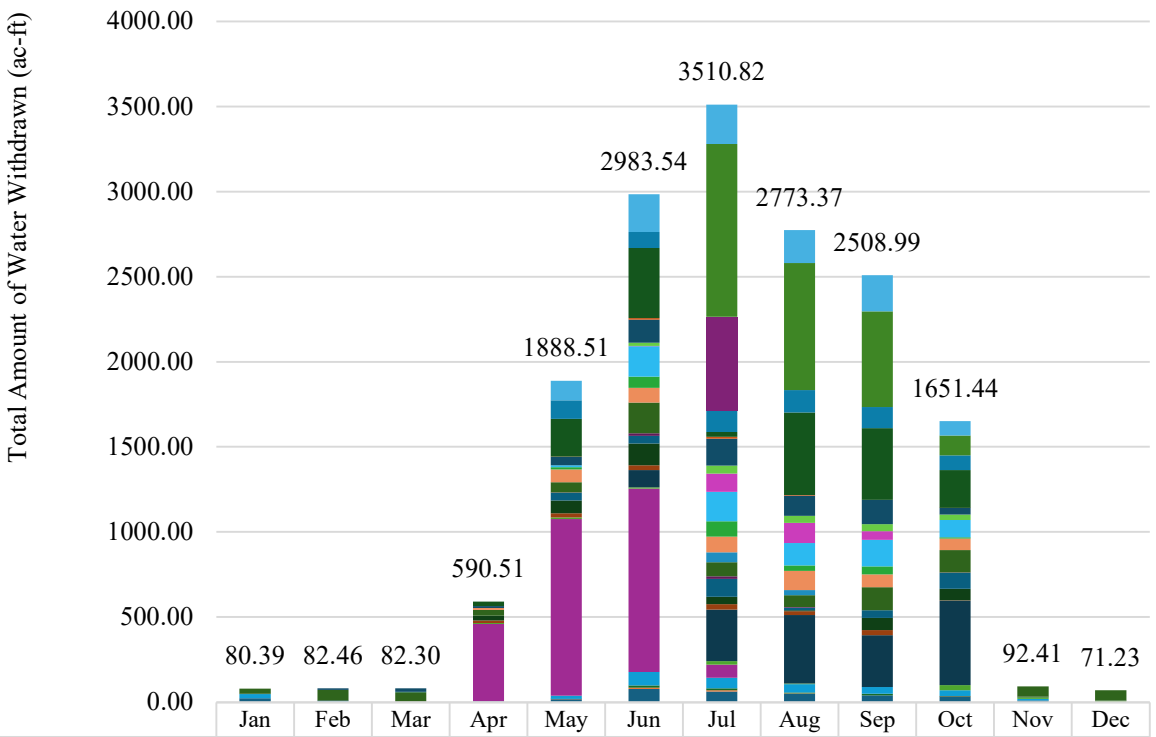


Figure 4: Lehi City Historical Per Capita Culinary Water Use

Pressurized Irrigation

Lehi City utilizes several wells, reservoirs, and shares in irrigation companies to supply their pressurized irrigation. The total monthly deliveries for the pressurized irrigation system for 2024 are shown in Figure 5.



	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Utah Lake Distributing Company	0.00	0.00	0.00	0.00	114.08	222.00	232.24	192.54	213.19	83.90	0.00	0.00
Lehi Irrigation Co.	0.00	0.00	0.00	0.00	0.00	0.00	1014.00	747.00	561.00	117.00	0.00	0.00
Micron CUWCD	0.00	0.00	0.00	0.00	0.00	0.00	550.00	0.00	0.00	0.00	0.00	0.00
Geneva Rock	0.00	0.00	0.00	0.00	109.71	92.57	126.74	131.67	125.20	86.94	0.00	0.00
CUWCD CUP	0.00	0.00	0.00	26.00	221.80	412.30	28.10	485.10	420.50	221.71	0.00	0.00
Sunderland Well	0.00	0.00	0.00	0.00	1.50	9.00	12.38	3.13	0.00	0.81	0.00	0.00
Spring Creek	0.00	11.08	21.31	10.27	48.72	134.90	157.37	118.45	142.75	39.43	0.00	0.00
School House Springs	0.00	0.00	0.00	0.00	0.00	20.39	46.69	41.43	41.07	30.48	0.00	0.00
Pilgrams Well	0.00	0.00	0.00	0.00	0.00	0.41	107.53	118.62	51.18	0.00	0.00	0.00
Oak Hollow Well	0.00	0.00	1.77	0.00	11.76	178.50	172.90	132.89	156.51	101.52	0.00	0.00
Mitchell Well	0.00	0.00	0.00	0.00	13.00	66.80	89.76	30.47	47.14	8.35	0.00	0.00
Michell Hollow	0.00	0.00	0.00	11.89	75.06	86.55	91.89	114.07	74.69	66.86	0.00	0.00
Minni Creek Well	0.00	0.00	0.00	0.00	0.00	0.00	59.00	30.00	0.00	0.00	0.00	0.00
Minni Creek Facility	30.26	59.53	56.18	33.16	60.93	179.50	82.69	69.27	134.68	133.20	60.47	61.35
Mill Well	0.00	0.00	0.00	0.00	2.59	15.00	14.24	4.14	0.00	0.91	0.00	0.00
Jordan River Reservoir Well	0.00	0.00	0.00	0.00	45.19	46.63	105.47	14.54	46.38	94.64	0.00	0.00
Jordan Narrow Well	3.13	3.15	3.04	28.94	73.46	127.90	44.26	5.66	71.60	67.87	3.89	1.95
Doc Jones Well	0.00	0.00	0.00	15.37	24.82	27.12	32.30	22.25	29.15	1.30	0.00	0.00
Deer Creek	0.00	0.00	0.00	0.00	0.00	102.00	301.00	403.00	304.00	497.00	0.00	0.00
Cold Spring Well	0.00	0.00	0.00	5.95	9.07	8.10	22.30	2.55	0.00	29.70	8.75	7.93
Bull River	0.00	0.00	0.00	453.53	1038.20	1077.00	76.00	0.00	0.00	0.00	0.00	0.00
900 N Drain & Spring	23.50	4.35	0.00	2.70	18.15	77.80	62.50	48.88	41.09	34.04	9.65	0.00
900 N Well	0.00	0.00	0.00	0.00	0.79	12.86	11.55	6.64	7.77	1.25	0.00	0.00
300 N Well	0.00	0.00	0.00	0.00	1.53	8.41	7.41	2.19	0.00	0.49	0.00	0.00
300 N Drain	23.50	4.35	0.00	2.70	18.15	77.80	62.50	48.88	41.09	34.04	9.65	0.00
Total	80.39	82.46	82.30	590.51	1888.51	2983.54	3510.82	2773.37	2508.99	1651.44	92.41	71.23

Figure 5: Total Pressurized Irrigation Withdrawals per Month

Since 1990 all residential subdivisions have been incorporated in the pressurized irrigation system as the City has developed. Pressurized irrigation usage has not been historically metered. Total demand was derived from total source production. This method of estimating demand accounts for additional losses in the system but provides insight into overall trends. Currently, Lehi City is working on metering all connections, which will better account for overall water usage. In 2024, Lehi residents used an average of 161.43 gpcd, lower than the regional goal.

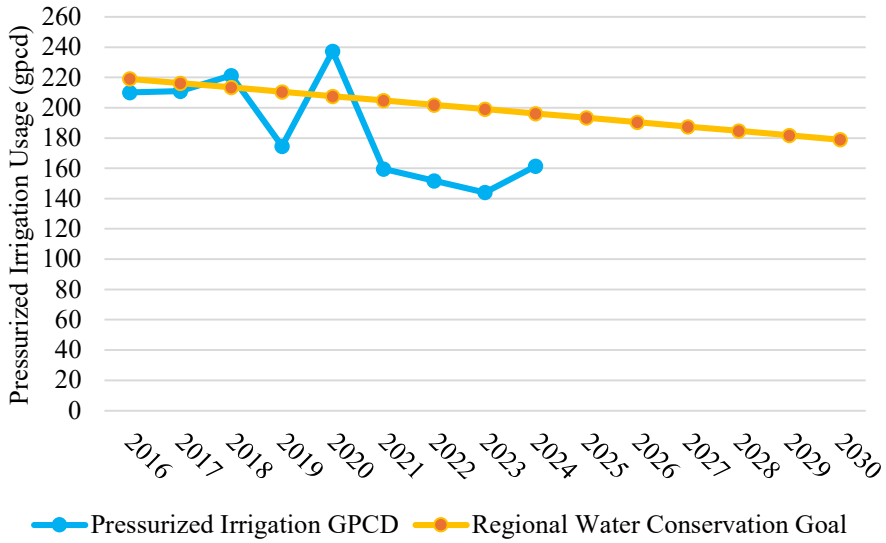


Figure 6: Lehi City Historical Per Capita Pressurized Irrigation Use

The combined culinary water and pressurized irrigation usage is shown in Figure 7. Lehi's usage of 217.96 gpcd is higher than the regional goal of 196.20 gpcd and the national average of 83 gpcd (USGS, 2017). However, it is lower than the statewide average of 240 gpcd (DWRi, 2015). Additionally, trends in Figure 7 show that water usage has been trending down from 2016 to 2024. The trend will most likely continue with the City's existing and future water conservation efforts.

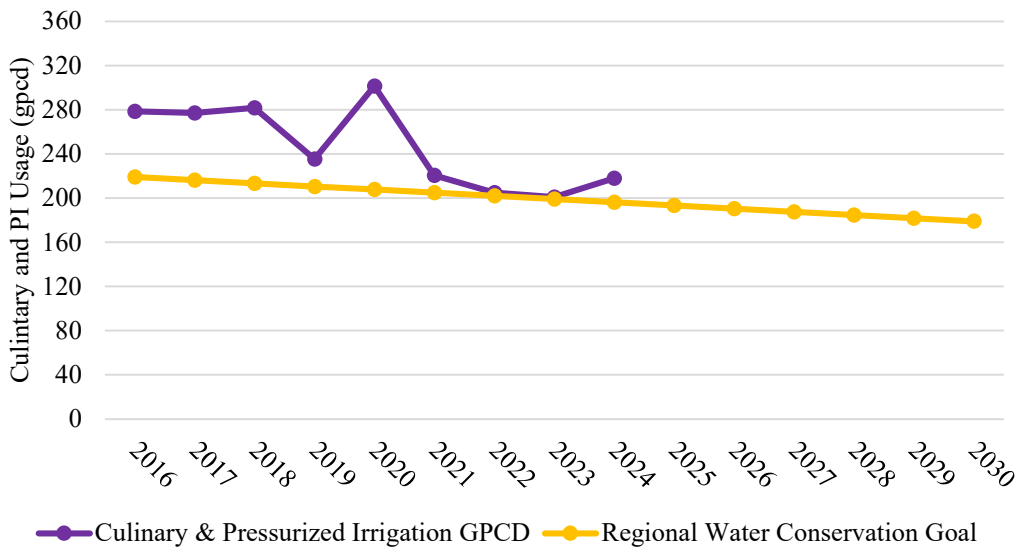


Figure 7: Lehi City Per Capita Culinary Water and Pressurized Irrigation Use

The distribution of water usage based on different connections is shown in Table 6.

Table 6. Breakdown of Water Usage by Type of Use

	Culinary	Pressurized Irrigation
Residential	82.21%	95.71%
Commercial	15.02%	3.65%
Institutional	2.36%	0.64%
Other	0.41%	0.01%
Total	**100%**	**100%**

1. Pressurized Irrigation percentages based on metered connections only

Future Water Usage

As one of the technological centers of the State of Utah and with 12 miles of Interstate-15 frontage, including 4 on/off ramps, Lehi City has experienced and is projected to continue to experience substantial economic growth. As it is, developments on the west side (west of the Jordan River) and the northwest side (Silicon Slopes Businesses and Thanksgiving Point) will require more development of water resources to satisfy the additional demand. As a part of this growth, new parks and other open spaces are planned in conjunction with new residential and commercial/industrial developments in the areas of new development.

The extent of the City's expected future population growth through the year 2060 is shown in Figure 8. The projected Lehi 2060 population is 162,442 (Kem C Gardner, 2020). Many factors

influence this projection, and the estimates shown may vary substantially from the actual population experienced.

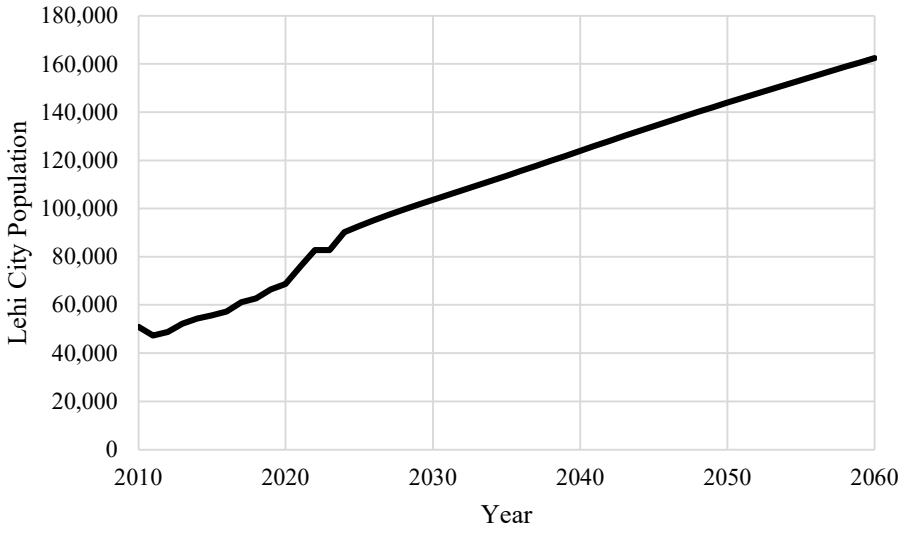


Figure 8: Lehi Historic and Projected Population

Existing reliable water supply and supply projections compared to existing water use and use projections through 2060 are shown on Figures 7 and 8 for culinary water and pressurized irrigation respectively. The projections are based on population projections as shown in Figure 8. Reliable water supply is considered as 6,100 ac-ft for indoor and 17,500 ac-ft for outdoor.

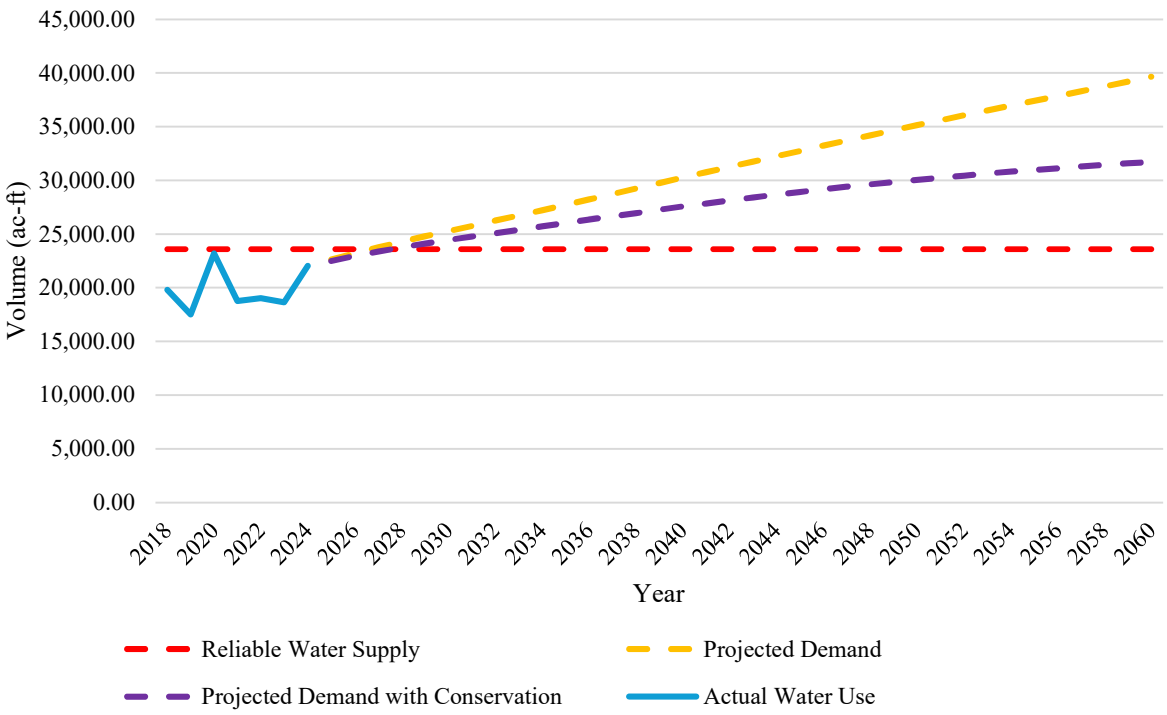


Figure 9: Projected Water Demand

3. WATER PROBLEMS, CONSERVATION MEASURES AND GOALS

Problems Identified

Lehi City staff identified and prioritized several problems during the investigative phase of this water conservation planning process.

- Despite many efforts to the contrary, some citizens lack information and understanding of landscaping water requirements and efficient water-use habits and practices. Some residents still don't know how much water is required to maintain healthy landscaped areas and how to consistently use water efficiently indoors. More than a few citizens' irrigation and indoor practices are based on convenience rather than plant needs and water supply considerations.
- Lehi City homes, businesses, institutions, and even many public facilities have landscapes with large areas of grass and other water-intensive landscaping. As shown in Figure 5 above, the 2024 pressurized irrigation monthly water use chart, the irrigation needs usually create water use peaks in June, July and August. They strain the existing water delivery system and necessitate periodic upgrades to main delivery lines and reservoir capacities.
- All of the City's culinary facilities are 100% metered. On the pressurized irrigation system, approximately 60% of the facilities are metered, and will be 100% metered by 2030. With the number of these facilities increasing, keeping track of water usage at these facilities is important, particularly to minimize the

percent difference between the inflows of culinary water compared to the metered outflow.

- A citywide culinary water meter replacement plan took place from 1990 – 2002, which greatly improved the overall efficiency of the City's metering system. At this time, 57% of the City's 19,000 culinary meters are Sensus iPERL SmartPointM2 meters. The culinary meters are continuing to be replaced at a rate of about 750 meters per year. The entire system is Automated Meter Infrastructure (AMI) with remote system radio transmission over three towers. The City's proactive approach will ensure efficiency and accuracy of City culinary water use. This will help unaccounted for water to decrease since old meters tend to under-record water usage.
- The pressurized irrigation system also uses these same types of advanced meters. Starting in 2016, all new pressurized irrigation connections have been equipped with these water meters. The pressurized irrigation billing is now still the flat rate, but eventually the billing will be based on the actual water usage measured by the meters. It is estimated that once usage is charged for metered pressurized irrigation then use will drop by up to 25%. The City has retrofitted the pressurized irrigation services to add meters to large users such as schools, churches, HOA's, private parks, etc. at a cost of about $1,500,000.

Opportunities Identified

Each problem represents an opportunity. Aside from a water education program, the opportunity exists to solve the problems through continuing to require "smart controller" technology to irrigate all public open spaces. The City Parks Department converted everything to WeatherTRAK controls. This was completed in 2019.

Continued implementation of the phased approach of adding culinary water meters to all City facilities will help resolve the inflow / outflow water difference issue.

Presently the City is xeriscaping at least 20% of any new park areas. Xeriscape landscaping at City parks, facility grounds, and along existing and future roads in the City are more water efficient if low water-use shrubs and mulches were used instead of Kentucky blue grass.

Additional opportunities can be found in the remaining problems, essentially by reinforcing and/or increasing planning efforts. These efforts include continuing to come up with additional creative educational programs, reviewing the approach towards meter replacement, and reinforcing the importance of tracking and improving response times for fixing leaks.

2025 Water Conservation Goals

For context and comparison, see the results of the 2019 Water Conservation Goals given below Table 7. In pursuit of solutions to the problems identified previously, and considering the variety of conservation measures available to solve these problems, the following 2025 new or revised goals have been identified:

<u>Goal # 1</u> – Reduce the City's per capita culinary water use rate by ~ 7.5 percent in five years. The 2024 water use rate is 56.54 gallons of treated water per capita per day (gpcd). However, the past 5-year average rate was 58.33 gpcd and the past 10-year average rate was 60.68 gpcd. The goal is to bring the culinary water use rate down by ~ 7.5% from ~ 56 gpcd to ~ 52 gpcd by 2030.

<u>Goal # 2</u> – Reduce the City's per capita pressurized irrigation use rate by ~ 10 percent in five years. The 2024 pressurized irrigation use rate is 161.43 gallons of untreated water per capita per day (gpcd). However, the past 5-year average rate was 170.87 gpcd and the past 10-year average rate was 185.69 gpcd. The new goal is to bring the secondary water use rate down by ~ 10% from 161 gpcd to ~ 145 gpcd by 2030. A tiered metered usage rate is expected to be a primary measure to help meet this goal.

<u>Goal # 3</u> – Reduce the average percent difference in culinary water delivered into the system compared to the metered outflow by ~ 5 percent in five years. The current average loss is 38%, making the goal for the average loss to be ~ 33% by 2030.

<u>Goal # 4</u> – Improve the appearance of parks, building grounds, street landscapes, open spaces and yards. Improved irrigation practices and water efficient landscapes can enhance the beauty of the City. In February 2023 Ordinance 35.220 Water Efficiency Standards were adopted into the Lehi City Development Code. Annual surveys of citizen attitudes will continue to measure satisfaction with landscapes on City-owned properties. For example, Table 7 shows the results of citizen satisfaction surveys for the past 8 years specifically in regard to services received from taxes paid.

Table 7. How do you rate the services you receive from Lehi for your tax dollars?

	2018	2019	2020	2021	2022	2023	2024	2025
Excellent	17%	17%	16%	17%	17%	13%	13%	14%
Good	57%	56%	54%	55%	52%	52%	50%	45%
Fair	19%	20%	24%	23%	24%	27%	27%	30%
Poor	3%	5%	6%	5%	6%	7%	10%	11%

Results of the 2019 Water Conservation Goals

<u>Goal # 1</u> – Reduce the City's per capita culinary water use rate by ~ 6 percent in five years. The 2018 water use rate is 60.46 gallons of treated water per capita per day (gpcd). However, the past 5-year average rate was 62.62 gpcd and the past 10-year average rate was 65.57 gpcd. The goal is to bring the culinary water use rate down by ~ 6% from ~ 64 gpcd to ~ 60 gpcd by 2023.

The City met and exceeded this goal by 2023. The 2024 water use rate was 56.54 gallons of treated water per capita per day (gpcd). The past 5-year average rate was 58.33 gpcd

and the past 10-year average rate was 60.68 gpcd. The culinary water use rate was reduced ~ 6.5% from ~ 60 gpcd to ~ 56 gpcd by 2024.

Goal # 2 – Reduce the City's per capita pressurized irrigation water use rate by ~ 5 percent in five years. The 2018 pressurized irrigation use rate is 221.23 gallons of untreated water per capita per day (gpcd). However, the past 5-year average rate was 201.04 gpcd and the past 10-year average rate was 197.40 gpcd. These 2018 pressurized irrigation use rates are higher than the rates in the 2014 goal #2. The new goal is to bring the pressurized irrigation use rate down by ~ 5% from 200 gpcd to ~ 190 gpcd by 2023.

The City met and exceeded this goal by 2023. The 2024 water use rate was 161.43 gallons of untreated water per capita per day (gpcd). The past 5-year average rate was 170.87 gpcd and the past 10-year average rate was 185.69 gpcd. The pressurized irrigation use rate was reduced ~ 27% from ~ 220 gpcd to ~ 161 gpcd by 2024.

Goal # 3 – Reduce the average percent difference in culinary water delivered into the system compared to the metered outflow by ~ 3 percent in five years. The current average is 16.9% (14.5% w/o 2018 high value), making the goal for the average down to ~ 14% (or ~ 12% w/o 2018) by 2023. With the possibility of an overall decrease in new construction, continuing to add culinary water meters to City facilities, and reducing the need for water transfers from the culinary system to the pressurized irrigation system; it is hoped that this goal should be feasible.

Lehi did not meet this goal and more accurate loss tracking has been implemented since this goal was adopted. New goals reflect attainable levels of loss reduction in the system. Expanded pressurized irrigation meters and culinary meter replacement programs contribute significantly to the water accounting.

Goal # 4 – Improve the appearance of parks, building grounds, street landscapes, open spaces and yards. Improved irrigation practices and water efficient landscapes can enhance the beauty of the City. Annual surveys of citizen attitudes will continue to measure satisfaction, or lack thereof, with landscapes on City-owned properties. For example, Table 7 shows the results of citizen satisfaction surveys for the past 4 years specifically in regards to services received from taxes paid.

In general, Lehi has met this goal by 2023 and will continue to enhance the appearance of City properties and facilities. Water Efficiency Standards adopted into Lehi City Development Code section 35.220.

Results of the 2014 Water Conservation Goals

2014 Goal # 1 – Reduce the City's per capita culinary water use rate by ~ 5 percent in five years. The 2013 water use rate is 72.7 gallons of treated water per capita per day (gpcd). However, the past 6-year average rate was 68.9 gpcd and the past 10-year average rate was 70.8 gpcd. The goal is to bring the water use rate down to ~ 65 gpcd.

Lehi met and exceeded this goal by 2018. Culinary water use rate is down from ~ 70 gpcd to ~ 64 gpcd and below. A new goal will be set to reduce the use rate down to ~ 60 gpcd.

2014 Goal # 2 – Reduce the City's per capita pressurized irrigation use rate by ~ 5 percent in five years. The 2013 pressurized irrigation use rate is 183.6 gallons of untreated water per capita per day (gpcd). However, the past 6-year average rate was 194.2 gpcd (186.8 w/o the unusually high 2012 year) and the past 10-year average rate was 192.5 gpcd. The goal is to bring the pressurized irrigation use rate down to ~ 180 gpcd.

Lehi did not meet this goal by 2018. The pressurized irrigation water use rate is up to ~ 200 gpcd. A new goal will be set to reduce the use rate from ~ 200 gpcd down to ~ 190 gpcd.

2014 Goal # 3 – Reduce the average percent difference in culinary water delivered into the system compared to the metered outflow by 3 percent in five years. The current average is 15%, making the goal for the average down to 12% by 2019. With a likely overall decrease in new construction, adding culinary water meters to City facilities, and reducing the need for water transfers from the culinary system to the pressurized irrigation system; this goal should be feasible.

Lehi did not meet this goal by 2018. The difference in culinary water delivered compared to the metered outflow is now up to 16.9% (14.5% w/o 2018). A new goal will be set to reduce the difference from ~ 17% down to 14% (or ~ 15% to 12%).

2014 Goal # 4 – Improve the appearance of parks, building grounds, street landscapes, open spaces and yards. Improved irrigation practices and water efficient landscapes can enhance the beauty of the City. Annual surveys of citizen attitudes will continue to measure satisfaction, or lack thereof, with landscapes on City-owned properties. For example, 2014 Table 8 shows the results of citizen satisfaction surveys for the past 2 years specifically in regard to landscaping on City roadways.

In general, Lehi has met this goal by 2018 and will continue to enhance the appearance of City properties and facilities.

Table 8. 2014 Citizen Satisfaction Survey of Beautification & Landscaping on City Roadways

2012 Satisfaction = 3.53 / 5	2013 Satisfaction = 3.82 / 5

4. CURRENT CONSERVATION PRACTICES

To solve the problems identified above and take advantage of the many associated opportunities, specific water conservation measures must be identified and evaluated. Lehi City has already

implemented several water conservation measures; these, along with measures the City plans to improve upon and/or implement, should effectively address Lehi City's water problems. Both current conservation practices and improvements to be implemented are discussed in the following pages.

Lehi City's current water conservation program consists of a water conservation contingency plan, water education program for outdoor and indoor water use, meter replacement/leak detection and repair program, a "Smart Controller" technology system, and a landscape conservation program.

In addition to the following water conservation practices, Lehi City has also adopted the Water Efficiency Standards developed by Central Utah Water Conservancy District to help reduce demands associated with future development. These standards aim to reduce future indoor and outdoor demands by requiring water efficient fixtures be installed and limiting the amount of future turfgrass.

Water Shortage Management

The Lehi City Council adopted the "Water Shortage Management Plan – Resident Guide to Conserving Water" on March 11, 2014, revised 2018 and 2023. The Plan spells out climate and political realities related to outdoor secondary water use during drought or other pressurized irrigation water supply shortages. However, there is concern that with a reduction in pressurized irrigation water use, there may be an increase in culinary outdoor water use.

Below is a reprint of the 2023 Water Shortage Management Plans. It is also attached as Appendix C of the document.

2023 Water Shortage Management Plan

Resident Guide to Conserving Water

Water Shortage Phases

The Lehi City Water Division continually monitors the available water supply. At the beginning of each month during the peak water usage season (June, July, August, and September), the Water Division will use internal data, along with data from external sources such as the Provo River Water Users Association, to assess drought conditions in Lehi City. Based on these conditions, the Water Division will determine the applicable water shortage phase for that month. Water shortage levels and responses are categorized into three phases, each identified by a color to clearly communicate the current status:

- **Phase I: Normal Water Condition (Green)**
- **Phase II: Moderate Water Shortage (Yellow)**
- **Phase III: Severe Water Shortage (Red)**

Lehi City water users will be informed of the current phase. Each phase includes voluntary and/or mandatory conservation actions to guide water users in responding appropriately to shortages.

What is the Water Shortage Management Plan?
The Water Shortage Management Plan is designed to protect public health, safety, and welfare during a water shortage. It complements the Lehi City Water Conservation Plan and other municipal ordinances.

All Lehi City water users—residential, commercial, and municipal—are expected to understand and comply with the appropriate responses during water shortages. This plan outlines how shortages are defined, the necessary actions by both city officials and water users, and how compliance will be enforced.

For complete details, refer to the Secondary Water System Conservation ordinance in Lehi's Municipal Code, Chapter 13.28: www.lehi-ut.gov/government/municipal-code
Questions? Contact the Water Division at (385) 201-1700.

Phase Comparison Table

Action	Phase I (Green)	Phase II (Yellow)	Phase III (Red)
Lawn Watering	Voluntary	Mandatory	Mandatory
Hard-Surface Washing	Voluntary	Mandatory	Mandatory
Swimming Pools	Voluntary	Voluntary	Mandatory
Outdoor Fountains & Ponds	Voluntary	Voluntary	Mandatory
Recreational Sprinklers & Water Toys	Voluntary	Voluntary	Mandatory

Phase Descriptions & Requirements
Phase I – Normal Water Condition
Water users are encouraged to practice responsible watering habits. Refer to the lawn watering guide at conservewater.utah.gov.
Phase II – Moderate Water Shortage
- No sprinkler irrigation on consecutive days.
- Watering allowed only two days per week, with a minimum of 48 hours between cycles.
- No hard-surface washing, except for health or safety reasons.

Phase III – Severe Water Shortage
- Lawn watering limited to once per week.
- No hard-surface washing, except for health or safety reasons.

Enforcement
To protect the water supply and maintain critical services, Lehi City has outlined the following enforcement measures:
- First Violation: Hand-delivered written notice and instructions for corrective action.
- Second Violation: $100 fine and warning of further consequences.
- Third Violation: $500 fine.

Exceptions:
- New lawns requiring frequent watering within 30 days for establishment.
- Short irrigation cycles necessary for testing and maintenance of systems.

Public Notification and Education
Lehi City will keep residents informed and educated through:

- Website & Social Media: Updates on water phases, conservation tips, and system education.
- Direct Email: Timely alerts and conservation information.
- City Newsletter: Printed updates for those without electronic access.
- Direct Mail: Used when necessary due to exceptional circumstances.

Water Education Program

The following information on efficient outdoor and indoor water use is available to the citizens of Lehi City through the City website and is occasionally disseminated with the water bill through the City newsletter. In April of 2008, the annual City Utility Fair was started to give an additional opportunity for City departments to advertise what they do for citizens. This tradition has continued and was most recently held during April 2025 at the Lehi Legacy Center. The Lehi City Water Systems Department has used this primarily as another way to educate participants about water conservation, for example, by handing out water conservation fliers.

Outdoor Water Use:

- Water landscape only as much as required by the type of landscape, and the specific weather patterns of your area, including cutting back on watering times in the spring and fall. We encourage our customers to utilize the weekly lawn watering guide located at www.conservewater.utah.gov.
- Group plants in terms of water need, and zone sprinkler systems accordingly.
- Encourage customers to alter parking strips by allowing more water-wise plantings, or eliminate vegetation in parking strips.
- Do not water on hot, sunny, and/or windy days. You may end up doing more harm than good to your landscape, as well as wasting a significant amount of water.
- Sweep sidewalks and driveways instead of using the hose to clean them off.
- Wash your car from a bucket of soapy (biodegradable) water and rinse while parked on or near the grass or landscape so that all the water running off goes to beneficial use instead of running down the gutter to waste.
- Check for and repair leaks in all pipes, hoses, faucets, couplings, valves, etc. Verify there are no leaks by turning everything off and checking your water meter to see if it is still running. Some underground leaks may not be visible due to draining off into storm drains, ditches, or traveling outside your property.
- Prevent leaks by winterizing your system no later than early November. Shut off the stop and waste valve to your sprinkler system and drain as needed.
- Use mulch around trees and shrubs, as well as in your garden to retain as much moisture as possible.
- Areas with drip systems will use much less water, particularly during hot, dry and windy conditions.
- Keep your lawn well-trimmed and all other landscaped areas free of weeds to reduce overall water needs of your yard.

- Since 2016, all new City PI connections and several existing large areas have meters installed. Eventually all PI connections will have meters.

Indoor Water Use:

About two-thirds of the total water used in a household is used in the bathroom. Concentrate on reducing your bathroom use. The following are suggestions to conserve indoor water.

- Do not use your toilet as a wastebasket. Put all wipes, tissues, wrappers, diapers, cigarette butts, etc. in the trashcan.
- Check the toilet for leaks. Is the water level too high? Put a few drops of food coloring in the tank. If the bowl water becomes colored without flushing, there is a leak.
- If you do not have a low volume flush toilet, put a plastic bottle full of sand and water to reduce the amount of water used per flush. However, be careful not to over conserve to the point of having to flush twice to make the toilet work. Also, be sure the containers used do not interfere with the flushing mechanism.
- Take short showers with the water turned on only as necessary. Turn the shower off while soaping up or shampooing. Install low flow showerheads and/or other flow restriction devices.
- Do not let the water run while shaving or brushing your teeth. Fill the sink or a glass instead.
- When doing laundry, make sure you always wash a full load or adjust the water level appropriately if your machine does that. Most machines use 40 gallons or more for each load, whether it is two pairs of socks or a week's worth of clothes.
- Repair any leak within the household. Even a minor slow drip can waste up to 15 to 20 gallons of water a day.
- Know where your main shutoff valve is and make sure that it works. Shutting the water off yourself when a pipe breaks or a leak occurs will not only save water but also eliminate or minimize damage to your personal property.
- To reduce the risk of freezing outside culinary water faucets connected to the home during winter months, shut off and disconnect hoses, then drain water from your hoses.
- If no heat will be on in your building during winter months, request that your water service be turned off during that time to prevent your pipes from freezing.
- Know which pipes are susceptible to freezing during winter months (those closest to outside walls, places where cold air can be felt outside, etc.). Either insulate outside walls near water pipes with thicker insulation or wrap pipes with UL-approved heat tape.
- Keep a jar of water in the refrigerator for a cold drink instead of running water from the tap until it gets cold. Several glasses of water are going down the drain for one cold drink.
- Plug the sink when rinsing vegetables, dishes, or anything else; use only a sink full of water instead of continually running water down the drain.

5. CURRENT PRICING STRUCTURE

Designing an appropriate rate schedule is a complex task. Rate design is a process of matching the costs of operating both the culinary and PI water systems to the unique economic, political and social environments in which the City provides these services. The cost of delivering these services must be evaluated and understood. Each water system has unique assets and constraints. Based on the characteristics of the City's systems, and past capital and operating costs, revenue requirements can be estimated.

City staff has estimated the cost of providing both treated and un-treated water services and proposed a rate schedule designed to cover such costs. The rate schedule shown in Table 8 has been adopted by the Lehi City Council, although a more aggressive conservation-oriented rate schedule could be created, the fee increases are likely to encourage more conscientious water use. Table 8 gives the four-year breakdown of the City's fee schedule for both culinary and secondary (pressurized irrigation) water.

Table 9. Lehi City's 4-Year Water Rates

Culinary Water Fee Information	Approved FY 2024	Approved FY 2025	Approved FY 2026
Water Connection Fee:			
¾" Meter	$425.62	$425.62	$464.30
1" Meter	$514.67	$514.67	$553.35
1 ½" Meter	$1,691.38	$1,691.38	$2,625.74
2" Meter	$1,906.68	$2,713.39	$2,901.92
3" Meter	$2,278.10	$2,989.27	Discontinue
4" Meter	$3,785.21	$6,865.63	$5,121.39
6" Meter	$6,368.80	$7,402.91	$6,459.22
8" Meter	$9,455.76	$8,584.94	$7,466.17
Water Impact Fee:			
Residential	$1,194.07	$1,194.07	$1,194.07
Non-Residential			
¾" Meter	$1,194.07	$1,194.07	$1,194.07
1" Meter	$3,184.19	$3,184.19	$3,184.19
1 ½" Meter	$3,980.23	$3,980.23	$3,980.23
2" Meter	$12,736.75	$12,736.75	$12,736.75
3" Meter	$27,861.64	$27,861.64	$27,861.64
4" Meter	$50,150.95	$50,150.95	$50,151.95
6" Meter	$111,446.56	$111,446.56	$111,446.56
8" Meter	$191,051.25	$191,051.25	$191,051.25
Water Service Charge:			

Residential			
Base rate / connection / month	$18.84	$18.84	$18.84
per 1000 gallons used from 1-30,000 gallons	$1.26	$1.26	$1.26
per 1000 gallons > 30,000 gallons	$2.53	$2.53	$2.53
Commercial			
Base rate / connection / month	$18.84	$18.84	$18.84
per 1000 gallons used	$1.26	$1.26	$1.26
PI Water Fee Information	**Approved FY 2024**	**Approved FY 2025**	**Approved FY 2026**
PI Connection Fee:			
1” Lateral	$541.66	$541.66	$567.04
1 ½” Lateral	$2,493.58	$2,493.58	$2,625.74
2” Lateral	$2,586.91	$2,713.39	$2,901.92
3” Lateral	$5,195.12	$2,989.27	Discontinue
4” Lateral	$5,908.68	$6,865.63	$5,121.39
6” Lateral	$6,352.87	$7,402.91	$6,459.22
8” Lateral	$7,672.42	$8,584.94	$7,466.17
10” Lateral	$9,079.94	$9,079.94	Discontinue
PI Impact Fee:			
Residential (Single and Multi-Family) / acre (0.25-acre min)	$4,378.63	$5,834.04	$5,609.37
Non-Resident/pervious (.25 ac min)	$4,378.63	$8,839.06	$8,629.80
Fire Flow Per ERU	-	$253.28	$254.08
PI Service Charge:			
Base rate / connection / month	$5.90	$6.20	$6.51
+ / sq ft of lot divided by 43560	$54.17	$56.88	$59.72
Minimum / month charge	$16.74	$20.42	$21.44
Pre-construction water permit base	$85.00	$85.00	$85.00
+ / 1000 sq ft of lot	$1.00	$1.00	$1.00
or + / lot (whichever is less)	$25.00	$25.00	$25.00
Fire Hydrant Non-Metered Usage	$110.00	$110.00	$110.00
Additional cost per lot (if > 1)	$25.00	$25.00	$25.00
Fire Hydrant meter deposit	$1,550.00	$1,550.00	$1,550.00
Base rate / metered fire hydrant connect / month	$5.90	$6.20	$6.51
+ / 1000 gallons used	$0.80	$1.26	$1.26
Minimum / month charge	$16.74	$20.42	$21.44

Shareholder Charge base	$8.27	$8.68	$9.11
+ / month / share	$7.59	$7.97	$8.37
Penalty for Violation of PI Conservation Code:			
First violation	Written notice	Written notice	Written notice
Second violation	$100.00	$100.00	$100.00
Third violation	$500.00	$500.00	$500.00

This rate schedule is designed to encourage conservation by increasing the connection fees, and increasing only slightly the minimum per month charge for secondary water users. Since the size of the pipe into a lot decides the potential demand on the water systems, increasing those fees encourages developers to construct and connect smaller pipelines.

6. ADDITIONAL CONSERVATION MEASURES

In order to meet Lehi City's future water needs and solve all the water problems identified, both the improvements to the existing conservation measures discussed above and additional water conservation measures will be required. The additional water conservation measures include the **2023 Water Shortage Management Plan** for water conservation. In the future, consideration will be given to using reclaimed or recycled water where feasible.

More Stringent Water Rate Structure

In the future it may be advisable or necessary to establish a more stringent water rate structure for Lehi City water, possibly for both culinary and pressurized irrigation water. The City may want to provide additional price incentives for efficient water use, to show the customers (citizens) how much water is needed each month, and to provide funding for water conservation assistance and education. Water conservation programs could be paid for by those who use water indiscriminately.

Meter Replacement, Leak Detection and Repair

Over time, all meters become less accurate in recording actual flows. This leads to lost revenue to the City and inaccurate data to citizens. Prior to 1999, Lehi City's culinary water meters were read twice per year. It was the responsibility of all Water Department employees to read the meters every six months. Each route consisted of ~ 250 meters and the process took three weeks to complete. Most of the meters at the time were 50+ years old and were no longer efficient.

During the fall of 1997 the process of replacing old meters with an automatic meter reading system began. This process was budgeted and completed five years later, at a cost of $233,000 per year. The new system has allowed all meters to be read monthly. By receiving high usage reports monthly, the City is able to detect water leaks and/or if a citizen is using a large amount of water for other reasons. The City also separated the meter reading into two cycles to ensure that staff would be available to quickly repair any broken meters or any water leaks. To ensure the highest performance in this regard, the City continually reviews and evaluates leaks and response times and goals for improvement. The City doesn't currently track and tabulate these services anymore but will consider reinstating that practice.

A major improvement to the City water metering program has been in progress. A water use measuring radio unit is added to every water meter in the City. The SmartPoint M2 radio transceivers provide the City water department with water measurements and ancillary device diagnostics via radio signal. The SmartPoint M2 obtains hourly readings and can monitor continuous flow over a programmable period, alerting the City to leak conditions. In addition, the M2 stores up to 35 days of hourly consumption providing the City with the ability to extract detailed usage profiles for consumer information and dispute resolution.
The M2 also allows the City to connect multiple registers and ancillary devices. This results in a compact installation that saves time, space and money – without reducing system performance. The SmartPointM2 radios have been installed on 100% of all the City water meters since 2019.

The cost for this radio unit placement on water meters is significant. Furthermore, the City is using the remote system with towers.

An advanced type of water meter has been installed on all new City water connections. This new meter is the Sensus iPERL Electromagnetic Flow Measurement System. This system has no moving parts, is based on innovative electromagnetic flow measurement technology, and has an operating range as low as 0.03 gpm to 55 gpm. The iPERL system far exceeds the most recent revision of ANSI/AWWA Standard for accuracy and pressure loss requirements. This patented measurement technology allows enhanced accuracy ranges at low and high flows and perpetual accuracy over the life of the product.

These advanced water meters have been installed on most large City areas, like schools and HOA's. They are also being installed on all new pressurized irrigation connections, but pressurized irrigation water is still being charged at a flat rate. The City will eventually have water meters on all pressurized irrigation connections and will eventually use a rate structure to charge for pressurized irrigation water rather than using a flat rate. Irrigation water metering is now a possibility because so-called "dirty water" meters are now available. This will be an effective approach to conserving irrigation water.

Improved Efficiency of Water Use at City Facilities (Both Treated and Untreated Water)

Water Use and Conservation at Lehi City Parks - Upgrading the Irrigation System

The City Parks Department is currently in the process of switching over all irrigation controllers to WeatherTRAK. WeatherTRAK is a cloud-based, smart irrigation controller that uses weather data from 45,000 weather stations to calculate an accurate evapotranspiration rate (ET) based off of 4 weather parameters; temperature, wind, solar radiation, and humidity. This accurate ET data determines how much water should be used on turf grass. Independent studies have shown that this controller can save between 16% and 59% on water use. WeatherTRAK also uses smart scheduling and flow monitoring to reduce water windows and wasted water due to line/head breaks. Currently 66% of all meters on Parks properties have been replaced..

Other irrigation controllers the city is currently using include Rain Master and Hunter IMMS central control systems. These give us the ability to have central control benefits, such as local and global adjustments, rain delays, and city-wide flow watch. Smaller streetscape applications utilize battery-powered Rainbird T-BOS Bluetooth controllers that can read soil moisture sensors as well as collect runtime data to further understand usage habits across the city. We have chosen WeatherTRAK to be a universal replacement because of its ability to calculate accurate ET data, instantaneous flow watching, a web-based central control platform that requires no further software upgrades, and a strong reputation for water savings.

Lehi Parks is also in the process of replacing all traditional spray nozzles with Hunter MP rotator nozzles. Currently 30% of the spray nozzles have been converted. MP nozzles have a slower application rate that is not only more efficient for low-pressure areas but also perform better in windy situations due to a larger droplet size. Additionally, their slower application rate better

matches the soil's percolation rate which reduces runoff and encourages deeper watering. This project has given us the opportunity to evaluate system efficiency and correct minor design flaws through water distribution audits. In addition to the MP rotator nozzles, all spray heads have been replaced with pressure regulation and check valve style body. This prevents unnecessary drainage from the system after each irrigation cycle.

Higher Standards

The use of meters has been implemented into the new city's new installations. More than 60% of existing city facilities have been converted to metered connections. Great examples are Retrofitting at Gateway and Wines Parks, along with Ivory Ridge Detention Basin. This allows for better overall water management, allowing us to see water usage patterns and adjust accordingly.

Lehi Parks updated design standards in 2020. These updated standards for City-maintained properties use up-to-date irrigation design principles such as less turf grass in landscaped areas, including park strips, increased use of xeriscape areas, sound hydraulics, and more efficient irrigation layout.

Flow sensors and master valves are standard installation on all new City-maintained sites, allowing us to optimize the water windows, recognize failures in the irrigation system, and automatically shut off the problem area until it can be resolved.

Secondary water filtration is used in most of our irrigated sites. This allows each system to operate at peak efficiency, reducing the chance of failure of smaller components such as nozzles, valves, and emitters. Cleaner water allows the system to operate as designed and as scheduled.

The Development Code has been revised regarding water conservation for new development of commercial properties requiring the use of more drip-irrigated areas instead of grass, no turf grass in park strips, more trees in open space areas, and the use of rain sensors.

Trained Staff

Lehi Parks also achieves water conservation by hiring and investing in well-trained staff. Irrigation staff are required to certify and maintain certifications through accredited water-wise organizations, such as the Irrigation Association and QWEL. By doing this, water-wise habits are instilled in day-to-day operations. Staff that have developed and maintained expertise in irrigation BMPs are then included in all relevant meetings that influence water usage in the department.

Educating Residents

Lehi Parks also hopes to encourage water-wise landscape behavior in Lehi's residents by providing a sound example to follow. Lehi Parks puts on an annual irrigation Public Works utility fair along with CUWCD to train the public on basic irrigation BMP's including topics such as

filtration, spacing, smart controllers, and the benefits of water-wise irrigation components. The most recent demonstration occurred in March 2025.

Large Landscape Conservation Program

The City's landscape conservation program is designed for both water conservation and ease of maintenance. City staff have designed and managed the implementation of a "xeriscaping" design program in several areas including around City Hall and in front of the Water Department building and facilities. The design includes the use of cobble rock and gravel, interwoven with areas of plantings within recycled heavy wood chips. The formal planting areas include a mix of shrubs, evergreens, shade trees and ornamental trees. Presently the City is xeriscaping at least 20% of any new park areas.

Transition areas are incorporated along the exterior of parks, along pathways, and/or in steeper areas using meadow grasses and wildflowers. The formal planting areas are watered by a drip irrigation system and the more natural "transition" areas are watered by a shrub spray nozzle system. These are serviced from Lehi City's pressurized irrigation system. In support of this program, the Lehi Parks Master Plan has had the vast majority of the City's parks conceptually designed for increased water conservation and ease of maintenance associated with replacing Kentucky blue grass areas with "xeriscaping".

These are only suggested conservation strategies from the Lehi City Planning Department and are not recommendations or regulations.

In addition to the landscape conversation program above, Lehi City has adopted CUWCD's Water Efficiency Standards. These standards aim to help reduce outdoor watering of future development by minimizing the volume of turfgrass.

In order to ensure proper culinary water use and track peaks in water use due to potential leaks at City facilities, the City has installed may need to install additional meters. The City could reduce out-of-pocket costs by having the City's water system technicians install these meters during slower time of their day or year.

Although the parks and new rights-of-way in the City are using the smart controller technology, the grounds around the City buildings are not completely set up. This technology senses soil moisture, precipitation and humidity for appropriate water application. In order to improve upon this program and to set an example for Lehi City citizens, the City should complete the process.

Education

Lehi City has a public information team who post and add content to the Lehi website on water conservation about the use and misuse of water in the City. The following list presents some questions and answers these officials would talk about. This program is no longer being implemented.

WATER – WHERE ARE WE? WHERE COULD WE BE?

1. Some questions
    - 1.1 What water conservation rules? What water shortage?
    - 1.2 Why do I have to follow City water conservation rules that City agencies don't follow?
    - 1.3 I own water shares. Why do I have to follow the City's rules?
    - 1.4 How can we be short of water? Ponds are full, water's flowing in ditches and Jordan River.
    - 1.5 I pay for water all year; I only use a few months. Can't I use all I need / want?
    - 1.6 You are telling me I can't use water? That pasture / orchard / etc. is my livelihood.
2. A Clear and Concise Message
    - 2.1 What is the message?
        - 2.1.1 We have two kinds of water.
            - 2.1.1.1 Culinary (drinking) water is tested, treated and used inside the house / business.
            - 2.1.1.2 Secondary (irrigation) water is used for all exterior uses except swimming pools.
        - 2.1.2 We have enough water IF we use it wisely.
            - 2.1.2.1 Each year there are more of us & seemingly less water. We need to be smarter each year.
    - 2.2 How does this matter to me? Why do I care?
        - 2.2.1 Working together we can *slow the flow* and still have green and productive surroundings.
        - 2.2.2 Carefully following the Phase II plan will likely avoid the more painful Phase III plan.
        - 2.2.3 Phase IV is not mentioned. All irrigation must cease to preserve water for fire suppression.

    No one wants this. This is when lawns go brown, gardens die, shrubs and trees are damaged

3. Close the perceived loopholes
    - 3.1 The Water Shortage Management Plan brochure and the Ordinance DO address:
        - 3.1.1 Lawn Watering – Sprinkler Irrigation
        - 3.1.2 Hard-Surface Washing
        - 3.1.3 Swimming Pools
        - 3.1.4 Outdoor Fountains and Ponds 3.1.5 Washing Personal Vehicles
    - 3.2 They DO NOT address:
        - 3.2.1 Use of culinary water outdoors (if the faucet is on the house, it is culinary water)
        - 3.2.2 Lawn Irrigation – Non Sprinkler System Irrigation such as flood irrigation
        - 3.2.3 Garden Irrigation
        - 3.2.4 Field / Orchard / Pasture Irrigation – Private / Commercial
        - 3.2.5 Industrial Use
    - 3.3 The Violation Notice DOES NOT mention:
        - 3.3.1 Culinary usage outdoors
        - 3.3.2 Broken lines / sprinklers

4. Getting the word out

4.1 “Public Notification and Education”
    4.1.1 “Website, Social Media, etc.” (On the City website the message is “below the fold”)
    4.1.2 “Direct Email”
    4.1.3 “City Newsletter”
    4.1.4 “City Marquees” – I have not seen anything on the marquees?
    4.1.5 “Direct Mail” - With the water bill?
4.2 Folks that do not get the messages
    4.2.1 Tenants – the landlord pays for the secondary water
    4.2.2 Auto-payers
    4.2.3 Move-ins
    4.2.4 The Complacent
4.3 Confusion / Ignorance
    4.3.1 Media coverage from other communities that have different restrictions?
    4.3.2 How can there be a shortage when the Jordan River is flowing, there is water in the ditches, and City agencies are not all following the restrictions?
    4.3.3 What do you mean a hose bib mounted on the house is on the culinary system?

Educating residents and businesses that irrigate landscapes to use water more efficiently will enhance the likelihood that our water use goals will be met. In addition to the methods in which the City is currently educating residents, the Parks Department has a program designed to give specific irrigation and landscaping recommendations based on the time of year.

The City Parks staff helps citizens at the Utility Fair learn how to use their sprinklers effectively, which plants will most effectively save water, how to use fertilizers effectively, and all kinds of water conservation advice. Lehi Parks utilizes the information provided by Utah State University Extension Service for “Turfgrass Water Use in Utah” which can be found here: Water Conservation - Lehi City.

Furthermore, the City educates by example through continuing to expand the amount of xeriscaping to replace existing Kentucky blue grass areas as well as through xeriscaping future unimproved land. An example of this is the 2023 project which removed all the landscaping turf surrounding the 1200 E Well and replaced it with Xeriscape. This reduced water use at the site significantly. Benefits and costs of a strong education program are difficult to enumerate but are tracked and accounted for as they unfold.

7. COST ANALYSIS

Initially, Lehi City will strive to reach **Goal #1** to reduce the City's culinary per capita use rate by ~ 7.5 percent in five years; from ~ 56 gpcd to ~ 52 gpcd. The short-term and long-term benefits of reaching this goal are discussed below. This discussion is followed by how this water conservation plan will be implemented and updated. 52 gpcd. The short-term and long-term benefits of reaching this goal are discussed below. This discussion is followed by how this water conservation plan will be implemented and updated.

Benefits of Reaching Goal #1:

The simplified result of an effective program to boost the efficiency with which water is used in the City (a reduction of ~ 7.5 percent in per capita culinary water use) is shown in Table 10 below. Benefits are measured as the savings accruing to the City due to reduced water purchased over the 5 years; 2025 thru 2030.

Table 10. Long-Term Benefits of Culinary Water Conservation Program

Culinary		Future Use without Conservation				Future Use with Conservation		
Year	Pop-ulation	Purch-ased Water (ac-ft)	Cost* per (ac-ft)	Total Cost	gpcd	Purch-ased Water (ac-ft)	Total Cost	gpcd
2024	90,227	3,753	$382	$1,434,108	56.54	3,753	$1,434,108	56.54
2025	92,681	3,855	$394	$1,517,310	56.54	3,807	$1,498,369	55.83
2026	95,063	3,954	$405	$1,602,994	56.54	3,856	$1,562,948	55.13
2027	97,345	4,049	$418	$1,690,709	56.54	3,898	$1,627,341	54.42
2028	99,525	4,140	$430	$1,780,439	56.54	3,933	$1,691,454	53.71
2029	101,605	4,227	$443	$1,872,179	56.54	3,963	$1,755,210	53.01
2030	103,607	4,310	$456	$1,966,333	56.54	3,987	$1,818,904	52.30
2031	105,565	4,391	$470	$2,063,602	56.54	4,062	$1,908,880	52.30
2032	107,528	4,473	$484	$2,165,044	56.54	4,138	$2,002,717	52.30
2033	109,529	4,556	$499	$2,271,474	56.54	4,215	$2,101,166	52.30
2034	111,544	4,640	$514	$2,382,667	56.54	4,292	$2,204,023	52.30
2035	113,574	4,724	$529	$2,498,812	56.54	4,370	$2,311,460	52.30
2036	115,630	4,810	$545	$2,620,362	56.54	4,449	$2,423,896	52.30
2037	117,688	4,896	$561	$2,747,015	56.54	4,529	$2,541,053	52.30
2038	119,759	4,982	$578	$2,879,223	56.54	4,608	$2,663,349	52.30
2039	121,831	5,068	$595	$3,016,904	56.54	4,688	$2,790,707	52.30
2040	123,914	5,155	$613	$3,160,548	56.54	4,768	$2,923,581	52.30
2041	125,996	5,241	$632	$3,310,055	56.54	4,848	$3,061,878	52.30

Culinary		Future Use without Conservation				Future Use with Conservation		
Year	Pop-ulation	Purch-ased Water (ac-ft)	Cost* per (ac-ft)	Total Cost	gpcd	Purch-ased Water (ac-ft)	Total Cost	gpcd
2042	128,062	5,327	$650	$3,465,270	56.54	4,928	$3,205,456	52.30
2043	130,111	5,412	$670	$3,626,336	56.54	5,007	$3,354,445	52.30
2044	132,128	5,496	$690	$3,793,020	56.54	5,084	$3,508,633	52.30
2045	132,136	5,580	$711	$3,966,194	56.54	5,161	$3,668,823	52.30
2046	136,135	5,663	$732	$4,146,049	56.54	5,238	$3,835,193	52.30
2047	138,123	5,746	$754	$4,332,779	56.54	5,315	$4,007,922	52.30
2048	140,084	5,827	$777	$4,526,134	56.54	5,390	$4,186,780	52.30
2049	142,017	5,908	$800	$4,726,252	56.54	5,465	$4,371,894	52.30
2050	143,920	5,987	$824	$4,933,272	56.54	5,538	$4,563,392	52.30
2051	145,820	6,066	$849	$5,148,342	56.54	5,611	$4,762,337	52.30
2052	147,716	6,145	$874	$5,371,729	56.54	5,684	$4,968,975	52.30
2053	149,606	6,223	$900	$5,603,702	56.54	5,757	$5,183,555	52.30
2054	151,461	6,300	$927	$5,843,383	56.54	5,828	$5,405,266	52.30
2055	153,294	6,377	$955	$6,091,511	56.54	5,899	$5,634,790	52.30
2056	155,118	6,453	$984	$6,348,920	56.54	5,969	$5,872,899	52.30
2057	156,949	6,529	$1,013	$6,616,552	56.54	6,039	$6,120,466	52.30
2058	158,785	6,605	$1,044	$6,894,785	56.54	6,110	$6,377,837	52.30
2059	160,627	6,682	$1,075	$7,184,007	56.54	6,181	$6,645,375	52.30
2060	162,442	6,757	$1,107	$7,483,142	56.54	6,251	$6,922,082	52.30
Grand Totals		**196,307**		**$141,081,158**		**182,617**	**$130,917,164**	

*Assuming 3% / year increase in water cost

If the City can reduce the average culinary water use rate from ~ 56 gpcd to ~ 52 gpcd or 7.5 percent, and maintain it for ~ 30 years, until 2060, about $10 million ($10,163,994 = $141,081,158 - $130,917,164) will be saved by purchasing 13,690 (196,307 – 182,617) ac-ft less water (Table 10).

Cost of Reaching Goal #1 and Goal #3:

The net increase in costs incurred to achieve the benefit of goal #1 is mainly the cost of educating the water users and reducing the gpcd from 56.54 to 52.30 gpcd. The cost to achieve the benefit of goal #3 is mostly associated with the future purchase and installation of culinary water meters at the City facilities. However, some money in labor costs can be saved by doing the work in-house.

Benefit of Reaching Goal #2:

Similar to the benefit of reaching Goal #1, a reduction of about 10 percent per capita pressurized irrigation water use is shown below in Table 11. Benefits are measured as the savings accruing to the City due to reduced pressurized irrigation water purchased.

Table 11. Long-Term Benefits of Pressurized Irrigation Water Conservation Program

PI		Future Use without Conservation				Future Use with Conservation		
Year	Population	Purchased Water (ac-ft)	Cost* per ac-ft	Total Cost	gpcd	Purchased Water (ac-ft)	Total Cost	gpcd
2024	90,227	6,535	$191	$1,248,556	161.43	6,535	$1,248,556	161.43
2025	92,681	6,713	$197	$1,320,993	161.43	6,601	$1,299,015	158.74
2026	95,063	6,886	$203	$1,395,591	161.43	6,656	$1,349,115	156.05
2027	97,345	7,051	$209	$1,471,957	161.43	6,699	$1,398,410	153.36
2028	99,525	7,209	$215	$1,550,077	161.43	6,728	$1,446,796	150.67
2029	101,605	7,359	$221	$1,629,948	161.43	6,746	$1,494,184	147.98
2030	103,607	7,504	$228	$1,711,919	161.43	6,754	$1,540,800	145.29
2031	105,565	7,646	$235	$1,796,603	161.43	6,882	$1,617,019	145.29
2032	107,528	7,788	$242	$1,884,920	161.43	7,010	$1,696,508	145.29
2033	109,529	7,933	$249	$1,977,579	161.43	7,140	$1,779,905	145.29
2034	111,544	8,079	$257	$2,074,386	161.43	7,272	$1,867,035	145.29
2035	113,574	8,226	$264	$2,175,504	161.43	7,404	$1,958,046	145.29
2036	115,630	8,375	$272	$2,281,327	161.43	7,538	$2,053,291	145.29
2037	117,688	8,524	$281	$2,391,592	161.43	7,672	$2,152,535	145.29
2038	119,759	8,674	$289	$2,506,695	161.43	7,807	$2,256,132	145.29
2039	121,831	8,824	$298	$2,626,563	161.43	7,942	$2,364,018	145.29
2040	123,914	8,975	$307	$2,751,621	161.43	8,078	$2,476,576	145.29
2041	125,996	9,126	$316	$2,881,784	161.43	8,214	$2,593,728	145.29
2042	128,062	9,276	$325	$3,016,917	161.43	8,349	$2,715,353	145.29
2043	130,111	9,424	$335	$3,157,143	161.43	8,482	$2,841,563	145.29
2044	132,128	9,570	$345	$3,302,261	161.43	8,614	$2,972,175	145.29
2045	132,136	9,716	$355	$3,453,029	161.43	8,745	$3,107,873	145.29
2046	136,135	9,860	$366	$3,609,613	161.43	8,875	$3,248,805	145.29
2047	138,123	10,004	$377	$3,772,183	161.43	9,004	$3,395,125	145.29
2048	140,084	10,147	$388	$3,940,521	161.43	9,132	$3,546,636	145.29
2049	142,017	10,287	$400	$4,114,747	161.43	9,258	$3,703,447	145.29
2050	143,920	10,424	$412	$4,294,981	161.43	9,382	$3,865,665	145.29
2051	145,820	10,562	$424	$4,482,225	161.43	9,506	$4,034,193	145.29

PI		Future Use without Conservation				Future Use with Conservation		
Year	Population	Purchased Water (ac-ft)	Cost* per ac-ft	Total Cost	gpcd	Purchased Water (ac-ft)	Total Cost	gpcd
2052	147,716	10,699	$437	$4,676,709	161.43	9,630	$4,209,236	145.29
2053	149,606	10,836	$450	$4,878,668	161.43	9,753	$4,391,008	145.29
2054	151,461	10,971	$464	$5,087,338	161.43	9,874	$4,578,820	145.29
2055	153,294	11,103	$478	$5,303,362	161.43	9,993	$4,773,251	145.29
2056	155,118	11,235	$492	$5,527,466	161.43	10,112	$4,974,954	145.29
2057	156,949	11,368	$507	$5,760,471	161.43	10,232	$5,184,668	145.29
2058	158,785	11,501	$522	$6,002,704	161.43	10,351	$5,402,689	145.29
2059	160,627	11,634	$538	$6,254,506	161.43	10,472	$5,629,321	145.29
2060	162,442	11,766	$554	$6,514,937	161.43	10,590	$5,863,720	145.29
Grand Totals		**341,816**		**$122,827,393**		**310,035**	**$111,030,171**	

*Assuming 3% / year increase in water cost

If the City can reduce the average pressurized irrigation water use rate from ~ 161 gpcd to ~ 145 gpcd, or 10 percent, and maintain it for 30 years, until 2060, over $11 million ($11,797,222 = $122,827,393 - $111,030,171) will be saved by purchasing 31,781 (341,816 – 310,035) ac-ft less water (see bottom Table 11).

Cost of Reaching Goal #2:

The net increase in costs incurred to achieve the benefit associated with achieving the PI water conservation goal is mostly associated with the cost of expanding the smart controller technology for the grounds surrounding all of the City facilities.

Cost of Reaching Goal #4:

Although xeriscaping has higher upfront costs, the expenses can be offset over time through a savings in water usage. As such, the ability to achieve Goal #4 will be largely dependent on finances. However, in order to lessen the upfront cost and speed up implementation to the extent possible, the City will continue to identify small-scale xeriscaping projects to be implemented with in-house labor.

Based on the calculations and estimations in Tables 10 and 11, it appears that the amount of culinary water which will need to be purchased by Lehi City in 2060 is 6,251 ac-ft with the proposed conservation and 6,757 ac-ft without the proposed conservation, a difference of 506 ac-ft. The amount of secondary water needed to be purchased in 2060 will be 10,590 ac-ft with the proposed conservation and ~ 11,766 ac-ft without the proposed conservation, a difference of 1,203 ac-ft.

8. IMPLEMENTING AND UPDATING THE WATER CONSERVATION PLAN

The City Administrator has authorized the Water Department Manager, Greg Allred to have the responsibility for providing oversight and direction for the measures outlined in this plan. Other City staff will be responsible, under the guidance of the Water System Manger, to carry out the necessary task within the appropriate time constraints.

This Water Conservation Plan (WCP) was placed on the City Council agenda and adopted by the City Council on November 18, 2025. The City Council is comprised of:

Mark Johnson, Mayor
Paige Albrecht, Council Member
Chris Condie, Council Member
Paul Hancock, Council Member
Heather Newall, Council Member
Michelle Stallings, Council Member

The WCP will be revised and updated as required to meet changing conditions and needs. This Plan will also be updated and resubmitted to the Utah Division of Water Resources in 2029, as required by legislative House Bill 153. The approved resolution for the WCP is attached as Appendix A.

Appendix A

LEHI CITY

RESOLUTION NO. 2025-83

A RESOLUTION OF LEHI CITY PERTAINING TO THE READOPTION OF A WATER CONSERVATION PLAN.

WHEREAS, Lehi City operates both a culinary and pressurized irrigation water system; and

WHEREAS, the City Council understands the pressing need to use both indoor and outdoor water uses in a more efficient manner to allow for future sustained growth of the community; and

WHEREAS, the plan will be amended at least every five years and will continue to play a vital role in the future development of Lehi City, Utah.

THEREFORE, BE IT RESOLVED, the Water Conservation Plan of Lehi City, adopted on the 24th day of March, 1999, first revised on the 27th day of April, 2004, revised again on the 8th day of December, 2009, revised again on the 26th day of August 2014, revised again on the 10th day of December 2019, and revised again on the 18th day of November 2025, is hereby readopted.

Approved and Adopted by the City Council of Lehi City this 18th day of November, 2025.

ATTEST

Mark Johnson, Mayor

Teisha Wilson, City Recorder

CORPORATE SEAL OF LEHI CITY
STATE OF UTAH

Appendix B

LEHI CITY WELLS, SPRINGS & DRAINS WATER RIGHTS ACQUIRED AFTER 1978

Water Right Number	Approved MD	Use Type	Quantity (ac-ft)
54-55, 87, 93, 118, 133, 138, 262	a42413 July 2017	Municipal	486.80
55-169, 7664, 12657	a40179 Jan 2015	Municipal	21.05
55-203	a39178 Jan 2014	Municipal	2.78
55-273, 596	a32299 Oct. 2007	Municipal	87.70
55-276, 406, 459, 2711, 2714, 3735, 3933, 4001, 4002, 6817, 8844, 8845	a48993 Sept. 2022	Municipal	156.94
55-200, 1643, 3559, 3560, 3561, 3693	a44805 May 2020	Municipal	124.00
55-302, 526, 705, 1970, 3745, 3746, 3747	a17243 March 1995	Municipal	70.00
55-381	a42350 Nov 2017	Municipal	4.90
55-422, 2142, 2838, 3491, 3668, 3669, 7044	a43748 June 2019	Municipal	68.54
55-477, 619, 784, 2237, 2238, 2735, 2755, 7849, 12706, 12707, 12739, 12818	a42812 Dec 2017	Municipal	164.70
55-501, 2176, 2725, 2729	a39950 May 2017	Municipal	8.93
55-521, 650, 798, 1788, 9536, 9537, 9538	a29879 Dec. 2005	Municipal	94.41
55-562	a31005 Sept 2006	Municipal	40.00
55-567	a22936 May 1999	Municipal	6.02
55-581, 4709, 6107	a19725 Dec. 1996	Municipal	5.21
55-637, 3723	a36180 March 2010	Municipal	12.00
55-676, 5461, 6207	a43042 Dec 2017 (19.078)	Municipal	19.08
55-682, 753, 12642	a40075 Jan 2015	Municipal	15.32
55-756	a51077 Feb 2024	Municipal	549.01
55-776, 789, 1303, 4421		Municipal	37.00
55-779	a23576 March 2000	Municipal	100.00
55-783, 1003	a40528 May 2015	Municipal	122.76
55-797	a33844 May 2008	Municipal	57.00

Water Right Number	Approved MD	Use Type	Quantity (ac-ft)
55-829, 1813, 9053	a30895 Oct. 2006	Municipal	47.10
55-857	a42942 Jan 2018	Municipal	1.28
55-865, 8192	a22608 May 1999	Municipal	78.32
55-867, 3583	a26651 Jan. 2003	Municipal	2.80
55-880, 962	a38795 July 2013	Municipal	11.99
55-967, 4799, 8789	a46235 Jan 2021	Municipal	6.13
55-1075, 7615, 7616	a51082 Feb 2024	Municipal	299.60
55-1086	a37622 Nov 2011	Municipal	2.36
55-1089	a51844 Sept 2024	Municipal	40.60
55-1117, 2248, 2670, 2745, 2866, 3447, 3660, 6963, 6984, 7888, 8678, 12999, 13032, 13033, 13103	a45416 Aug 2021	Municipal	86.36
55-1125	a45402 March 2020	Municipal	1.69
55-1383, 2593, 3545, 3546, 4240, 7815, 7820, 7821, 7822, 7823, 7824, 7825, 7826, 7985, 7986, 7987, 7988	a32506 Jan 2009	Municipal	927.97
55-1436, 4418, 8056	a22244 Nov. 1998	Municipal	256.56
55-1458	a32093 Feb 2007	Municipal	36.00
55-1581, 8269, 12034	a29976 April 2009	Municipal	8.57
55-1587, 1588, 1647, 2579, 13322	a50591 Oct 2023	Municipal	195.17
55-1814, 1815, 9440	a23632 Oct. 1999	Municipal	41.46
55-1937, 2706, 4734, 4752, 8332	a41893 July 2017	Municipal	5.06
55-1972, 2935, 2936, 3920	a40559 July 2015	Municipal	41.06
55-2182	a30944 Aug. 2006	Municipal	1.45
55-2183, 3748, 3749, 8693	a38020 April 2013	Municipal	32.31
55-2427, 2431	a45698 Aug 2020	Municipal	40.00
55-2434	a23663 Jan. 2000	Municipal	4.88
55-2668, 12415	a45237 Jan 2020	Municipal	164.22
55-2707	a41683 Sept 2016	Municipal	1.61
55-2710	a30566 Dec. 2005	Municipal	18.50
55-2728, 2732, 2733, 2734, 2785, 12114	a30446 Dec. 2005	Municipal	104.92

Water Right Number	Approved MD	Use Type	Quantity (ac-ft)
55-2932	a39951 Sept 2014	Municipal	1.23
55-2957	a38021 Aug 2014	Municipal	3.85
55-2962	a38569 April 2013	Municipal	0.76
55-3307	a40980 Nov 2015	Municipal	40.00
55-3308, 3309, 3986, 4424, 6423,12582, 12583, 12584, 12585	a43970 June 2019	Municipal	59.97
55-3348, 5512	a32072 Jan 2008	Municipal	19.44
55-3446	a40927 Oct 2015	Municipal	1.99
55-3589, 9027, 9515	a24322 Nov. 2000	Municipal	37.00
55-3849	a22935 May 1999	Municipal	1.25
55-4006	a19396 April 1996	Municipal	80.00
55-4040	a41682 Aug 2016	Municipal	8.45
55-4063, 9065, 12200, 12350, 12351, 12352	a34307 Feb. 2009	Municipal	44.32
55-4071, 7883	a42945 Jan 2018	Municipal	61.87
55-4170	a42811 Oct. 2017	Municipal	96.06
55-4236	a33429 Feb. 2008	Municipal	2.41
55-4572	a21281 March 1998	Municipal	1.65
55-5937,8780,9692	a46236 Feb 2021	Municipal	21.17
55-6092, 6113	a32479 Dec. 2007	Municipal	3.03
55-6105	a48053 Mar 2022	Municipal	1.65
55-6884	a22762 Oct. 1999	Municipal	5.42
55-6921, 6942	a39179 Jan 2014	Municipal	370.16
55-6925	No - Estimate	Municipal	
55-6993, 12977	a44414 June 2019	Municipal	4.03
55-7575	A62539 July 2000	Municipal	1.73
55-7794	a39949 Dec 2015	Municipal	96.00
55-7813, 7814	a51301 April 4/2024	Municipal	23.64
55-7952, 7953, 12241, 12242	a32507 Feb. 2009	Municipal	28.20
55-8861	a21717 Feb. 1998	Municipal	4.73
55-8878	a44417 June 2019	Municipal	17.50
55-9069	a20046 Jan. 1997	Municipal	3.00
55-9101	a19988 Sept 1996	Municipal	523.64
55-9107	a20020 Sept 1996	Municipal	148.20
55-9108	a20021 Sept. 1996	Municipal	98.80
55-9109	a20022 Sept. 1996	Municipal	74.10

Water Right Number	Approved MD	Use Type	Quantity (ac-ft)
55-9186	a20789 Oct. 1997	Municipal	14.00
55-9220	a21783 May 1998	Municipal	99.02
55-9224	a21188 Sept. 1997	Municipal	503.36
55-9233	a21327 Dec. 1997	Municipal	50.82
55-9243	a21453 Jan 1998	Municipal	333.96
55-9253	a21578 Dec. 1998	Municipal	31.48
55-9263	a21611 Dec. 1997	Municipal	121.00
55-9270	a21778 April 1999	Municipal	4.84
55-9285	a22214 Oct. 1998	Municipal	14.52
55-9319	a22101 July 1998	Municipal	309.76
55-9371, 13441	a23134 Aug. 2001	Municipal	30.00
55-9379	a22876 March 1999	Municipal	201.47
55-9390	a23027 March 2000	Municipal	208.12
55-9396	a23106 May 1999	Municipal	341.22
55-9404, 9442	a23154 July 1999	Municipal	101.64
55-9410	a23246 March 2000	Municipal	4.00
55-9426	a23642 Nov 1999	Municipal	89.54
55-9449	a23671 Oct. 1999	Municipal	232.32
55-9473	a23899 March 2000	Municipal	79.86
55-9511	a24340 June 2000	Municipal	217.80
55-9514, 9534, 9535	a24317 Oct. 2000	Municipal	40.82
55-9527	a23715 Aug. 2000	Municipal	172.98
55-9672	a27272 March 2003	Municipal	1.13
55-9679	a29780 Oct. 2005	Municipal	30.00
55-9710	a27257 Feb. 2003	Municipal	1.35
55-12111	a30444 Nov. 2005	Municipal	27.25
55-12118	a32050 July 2007	Municipal	1.50
55-12134	a30798 March 2006	Municipal	38.36
55-12144	a30973 July 2006	Municipal	729.81
55-12173, 12174	a30767 April 2006	Municipal	32.36
55-12305	a34230 Nov 2008	Municipal	551.88
55-12611	a39961 Sept 2014	Municipal	21.18
55-12648, 12649, 12650, 12651	a40224 Jan 2015	Municipal	67.52
55-12709, 12710, 12711, 12712, 12713, 12714, 12715, 12716	a41170 July 2016	Municipal	184.05

Water Right Number	Approved MD	Use Type	Quantity (ac-ft)
55-12723	a41095 Feb 2016	Municipal	669.76
55-12867	a43074 Feb 2017	Municipal	11.76
55-12921	a44032 Dec 2018	Municipal	3.61
55-12922	a44028 July 2019	Municipal	19.15
55-13107	a13107 Jan 2020	Municipal	11.20
55-13344	a52456 July 2025	Municipal	29.00
55-13355	a47783 Dec 2021	Municipal	158.66
55-13664	a49512a	Municipal	1.85
59-5856	a35158 May 2009	Municipal	158.41
Total:			**12,549.70**

LEHI CITY MAJOR WELLS & SPRING WATER RIGHTS PRIOR to 1978

Water Right Number	Use Type	Quantity (ac-ft)
55-739	Municipal	2,434.00
55-4119	Municipal	1,187.00
55-4296	Municipal	796.00
55-5828	Municipal	2,161.00
55-6579	Municipal	1,943.00
55-7192	Municipal	3,240.00
Total:		**11,761.00**

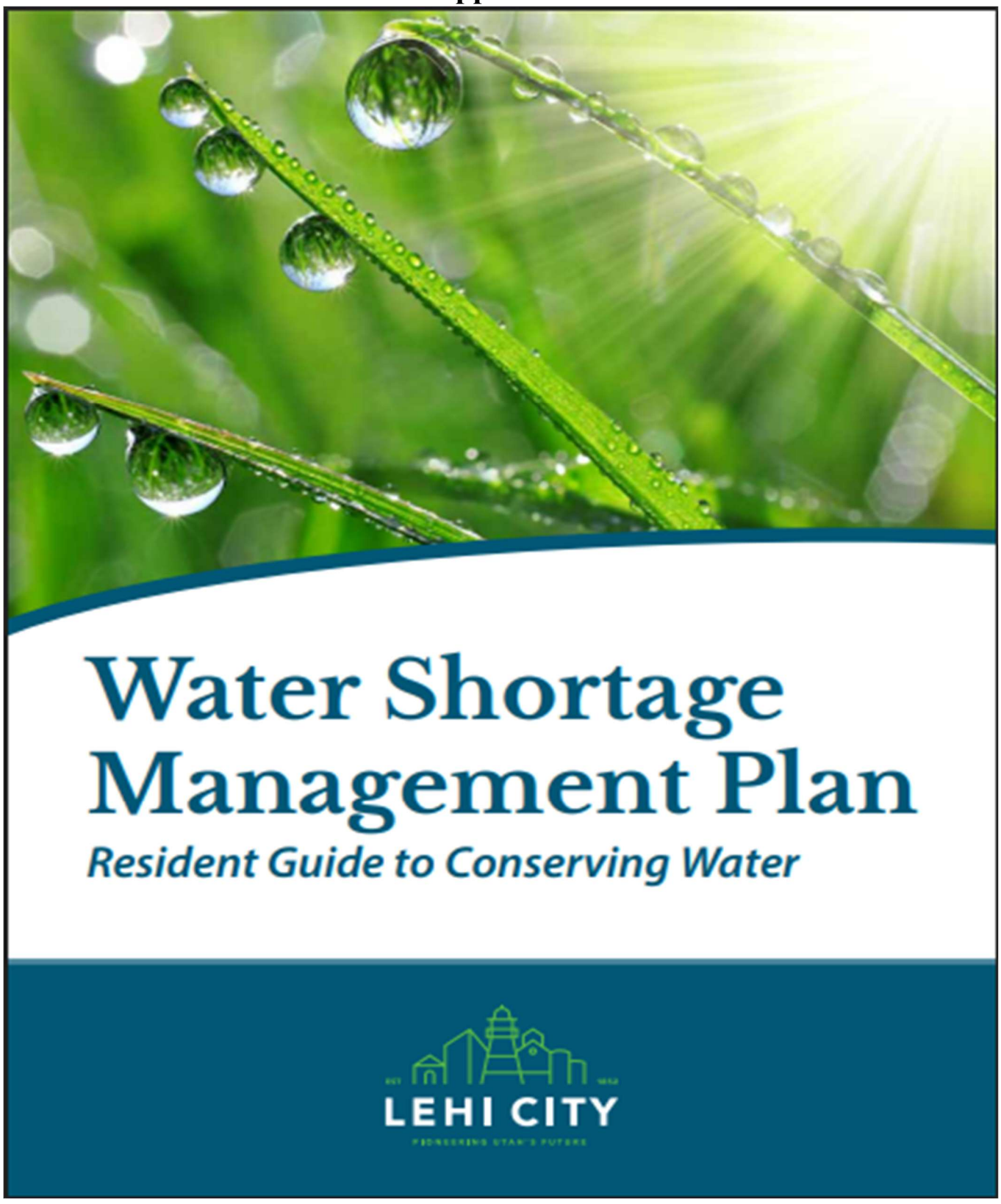
CITY-OWNED SHARES IN IRRIGATION COMPANIES

Company Name	Total Volume (ac-ft)
American Fork Irrigation	249
Central Utah Project Water (Central Utah Water Conservancy District)	1,175
Central Water Project (Central Utah Water Conservancy District)	3,850
Highland Water Conservation District	770
Lehi Irrigation	6,465
Spring Creek Irrigation Co.	1,238
Mitchell Hollow Irrigation	440
North Bench Irrigation	1,044
Provo River Water Users (Full)	387
Provo River Water Users (Late)	1,550
Provo River Water Users (Deer Creek)	425
Utah Lake Distributing Company	1,319
Welby-Jacob	63
Total Shares	**18,975**

TOTAL WATER RIGHTS SUMMARY

Type	Quantity (ac-ft)
Water Rights acquired after 1978:	12,549.70
Water Rights acquired before 1978:	11,761.00
Irrigation/District Water Rights:	18,975.00
Total:	**43,285.70**

Appendix C


Water Shortage
Management Plan
Resident Guide to Conserving Water
LEHI CITY

What is the Water Shortage Management Plan?

The Lehi City Water Shortage Management Plan is intended to protect and preserve public health, welfare, and safety in the event of a water shortage. This plan augments and supports the Lehi City Water Conservation Plan and other relevant city ordinances.

It is important for any Lehi water user (municipal, commercial, and residential) to understand how to appropriately respond to a water shortage. This document explains how a water shortage is defined, what action should be taken by city administration and Lehi water users, and how the provisions will be enforced. The provisions of this plan apply to all persons, customers, and property utilizing water provided by the Lehi City Water Division.

The complete Secondary Water System Conservation ordinance can be found in the municipal code, Chapter 13.28. Visit www.lehi-ut.gov/government/municipal-code for more information. If you have questions about the management plan, please contact our Water Division at (385) 201-1700.

Water Shortage Phases

The Lehi City Water Division continually monitors available water supply. At the beginning of each month during the peak water usage season (June, July, August, and September), the Lehi City Water Division will use data collected internally, as well as data provided from external sources like the Provo River Water Users Association, to determine the drought conditions in Lehi City. Based on drought conditions, the Water Division will determine which water shortage phase will be implemented for that month.

The level and response of water shortage has been categorized into three phases according to the level of water available. Each phase is labeled with a color to better illustrate when a respective phase is in effect. The three phases with their respective color are:

Phase I: Normal Water Condition (Green)
Phase II: Moderate Water Shortage (Yellow)
Phase III: Severe Water Shortage (Red)

Lehi City water users will be informed of which phase is in effect. Each phase includes voluntary and/or required conservation actions to provide clear guidance to water users on how to respond to water shortages. The next section provides detail on required actions for each phase of the management plan.

	Phase I	Phase II	Phase III
Lawn Watering	Voluntary	Mandatory	Mandatory
Hard-Surface Washing	Voluntary	Mandatory	Mandatory
Swimming Pools	Voluntary	Voluntary	Mandatory
Outdoor Fountains & Ponds	Voluntary	Voluntary	Mandatory
Recreation Sprinklers & Outdoor Water Toys	Voluntary	Voluntary	Mandatory

Water Shortage Response and Actions

PHASE I: NORMAL WATER CONDITION

Water users are encouraged to follow responsible watering habits. Follow the lawn water guide at conservewater.utah.gov.

PHASE II: MODERATE WATER SHORTAGE

Water users may not use sprinkler irrigation on consecutive days. May only water 2 days per week with at least 48 hours in between irrigation cycles.

PHASE III: SEVERE WATER SHORTAGE

Lawn Watering: Water users may not water more than one day a week.

Hard-Surface Washing: No hard-surface washing, except for health or safety reasons.



Enforcement

In order to conserve the available water supply, protect the integrity of water supply facilities, provide fire protection, and protect and preserve public health, the following enforcement measures are intended to educate water users about proper water conservation and reserve punitive action for repeat violators.

First Violation:	Hand-delivered written notice of violation and instructions on necessary corrective action.
Second Violation:	$100 fine and a warning of actions consequent to a third violation.
Third Violation:	$500 fine.

Exceptions are made for new lawns that require frequent irrigation within 30 days for establishment purposes. Exceptions are also made for short cycles required for testing, inspecting, and maintaining irrigation systems.

Public Notification and Education

Notifying and educating Lehi City water users is vital to the success of the water management plan. As such, Lehi City will focus on notifying and educating the public through the followings mechanisms:

Website, Social Media, etc. – The City will rely heavily on its website and social media platforms to communicate with the public regarding the plan. This includes notifying the public regarding the water shortage phases that are in effect, ways to better conserve water, educational information regarding the City's water system, etc.

Direct Email – The City will use its direct email system to notify Lehi water users regarding applicable water shortage and conservation information.

City Newsletter – Not all Lehi water users have access to and/or prefer communicating electronically. Thus, the City will supplement its communication efforts through its newsletter with applicable information including water shortage phases in effect, ways to better conserve water, educational information regarding the City's water system, etc.

Direct Mail – When necessary, the City will use direct mail to notify Lehi water users of necessary water shortage and conservation measures. This step will only be taken when it is determined that all other methods of communication are insufficient based on specific circumstances.

Lehi City Corporation • 153 North 100 East, Lehi, UT 84043 • (385) 201-1000 • www.lehi-ut.gov

Revised April 2023

Agenda Item No: 2

City Council Agenda Item Report

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

Subject:
Small Business Advisory Council Discussion (15 min)

Suggested Action:

Attachments:

SBAC Guiding Principles Draft 2_25_26 with Kim's Comments Inserted (002).pdf

Article.I¿Name

A. The name of the organization is the Lehi City Small Business Advisory Council, hereinafter referred to as the SBAC.

B. In all formal correspondence the SBAC shall be further identified as “Lehi City Small Business Advisory Council.”

Article.II¿Mission.and.Purpose

A. Mission

The Small Business Advisory Council (SBAC), representing the diversity of the Lehi business community, provides an organized forum for small businesses to advise the Lehi City Council on policies that impact small business. The SBAC promotes a customer-centered business climate through well-informed, organized advocacy.

B. Purpose

1. Identify and review regulations, policies and issues that affect small business formation, growth and prosperity, such as:

a. Input on city regulatory, land use and permitting issues to assist businesses with growth and expansion

b. Input on financial, revenue and tax issues

c. Business License program recommendations to streamline or standardize processes

2. Provide an organized voice communicating directly with the Lehi City Council on policies that impact small business.

3. Research and review best practices in the development of recommendations to the City Council on policies relevant to small business growth, expansion, and prosperity.

4. Work with the City Economic and Community Development departments to help educate small businesses about policies, issues, and resources.

5. Provide testimony to City Council in writing and/or through oral testimony.

6. The SBAC is an advisory council and can recommend policy changes to Mayor and City Council.

Article.III¿Membership

A. Composition

The SBAC is a partnership consisting of private sector members and representatives from various public entities. Public sector participants shall have no voting rights but will help guide and be a resource to the SBAC.

1. Private Sector

a. The SBAC membership should represent the various sizes and industries of Lehi-based businesses, provided the business employs no more than 50 full time equivalent employees (FTE). Mayor and City Council can approve businesses that are outside this parameter. Members must own a business that is located within Lehi City limits. The member is not required to live within Lehi City.

b. The SBAC shall have at least 15 private sector members but no more than 21.

c. Members shall own a small business with less than 50 FTE, or represent coalitions of small businesses within the City of Lehi. For example, The Point of the Mountain Chamber of Commerce.

d. Members will serve two-year terms with the option of seeking reappointment for one additional two-year term. With respect to the first SBAC, half the membership will be asked to return for one year only with the goal of staggering future membership appointments. This will be determined by the Lehi City Mayor.

e. Members shall attend meetings and actively engage in discussion.

f. Members are expected to bring issues/concerns that affect small business forward to the SBAC.

g. Members are to help keep the broader business community informed of SBAC's work and to seek input and feedback.

i. The Mayor and City Council may each submit applicant recommendations.

2. Public Sector

a. The goal of the SBAC is to foster a thriving small business atmosphere in Lehi, as well as thoughtful communication and understanding between the city government and private industry.

b. The SBAC shall include non-voting members of the public sector including representatives from the Mayor's office and the following City agencies:

1. Department of Economic Development

2. Department of Community Development

3. One City Council Member liaison, with an additional Member as alternate.

4. Other City Departments as deemed necessary based on the needs of the SBAC

c. The public sector participants shall serve as advisors and consultants to the private sector members and engage in discussion.

3. Other Interested Parties

Anyone interested in becoming a member of the SBAC can express their interest in writing to a SBAC member, city staff, mayor or city council which will refer to the Membership Committee for consideration (see Article V, B3).

B. Participation Standards

1. SBAC members are expected to attend at least 2/3 of all SBAC meetings.

2. SBAC members are expected to present oral and/or written testimony to Council and in other public forums.

3. SBAC members are expected to participate in any formal report and recommendations to the City Council.

Article.IV¿Officers

A. The SBAC Chair

1. Nominated by the SBAC and forwarded as a recommendation to the Mayor. Mayor will make the recommendation to the City Council for confirmation and approval every two years.

2. A member of the business community, not professionally holding elected office.

3. Convener of all SBAC meetings and events.

4. Spokesperson for the SBAC unless otherwise designated.

5. Sets the SBAC meeting agenda, with unanimous approval by the Executive Committee.

6. Liaison to the Mayor, City Council and the City Staff.

B. The SBAC Vice-Chair

1. Appointed and approved by SBAC members on an annual basis.

2. Acts in the absence or as a designee of the SBAC Chair

Article.V¿Committees

All Committees shall be established through a motion at a regular meeting and be so established according to need.

A. Types of Committees

1. Standing committees

a. Standing Committees shall be ongoing established groups that meet regularly.

b. Provides for organizational planning, workgroups, special assignments or committees to promote the mission of the SBAC.

c. Works with Staff on potential solutions and recommendations.

d. Serves as a point of first contact for community members seeking to engage the SBAC.

e. Representatives shall include the SBAC Chair, Vice-Chair, and standing committee chair.

f. Reports to SBAC members as determined appropriate by Chair and/or Vice Chair.

2. Ad hoc committees

a. Established to meet short-term needs, specific issues, project or activities with the ability to dissolve as determined by the SBAC members.

b. Established around specific issues, projects or activities as identified by SBAC members.

c. Staffed by a staff member from the relevant public agency/department.

d. Composed of no less than 3 volunteers nominated by the SBAC committee members.

e. Chair selected by SBAC committee members.

f. Chair serves as member of the SBAC Executive Committee.

g. Reports to SBAC on activities/proposals and must get majority approval on any proposals to proceed.

3. Executive Committee

a. Executive Committee shall be made up of Chair, Vice Chair, Chairs of other committees, and appointed city staff.

b. Responsible for approving/modifying the SBAC meeting agenda, as proposed by the Chair.

c. Responsible for providing the forum for committees to do inter-committee work.

d. Responsible for resolving issues around ad hoc committee formation and responsibilities.

e. Responsible for developing communication strategy for SBAC including information about SBAC activities and successes as well as disseminating information to the broader business community about policies, issues and resources.

f. Responsible for providing a twice-yearly report to City Council and an annual presentation on SBAC activities consisting of one page status report that includes: accomplishments/recommendations, current items/issues under consideration and upcoming issues.

g. Reports to SBAC on activities/proposals and must get majority approval on any proposals to proceed.

Article.VI¿Meetings

A. Frequency

1. The SBAC shall meet at least quarterly and may meet more often as deemed appropriate by the Chair.

2. Additional meetings shall be called by the Executive Committee which shall provide for at least 14 days advance notice of such meetings.

B. Meeting process shall follow general parliamentary procedures or Robert's Rules of Order outlined below and as determined by the Executive Committee.

1. Motions will be received by the Chair or Vice-Chair by any SBAC member. Motions must be seconded for further discussion. The following are common motions:

a. Call for Question: Discussion must stop and a voice vote must be taken on whether discussion will continue on particular subject matter.

b. Motion Under Discussion Be Tabled: Usually this is to refer an issue back to a committee/individual for further research or if time is an issue, postponed until the next meeting. Motion to table must be voted on by voice vote.

2. Generally, all matters which are the responsibility of the standing committees must be presented to the committee first. At the chair's discretion, any motion not following this procedure may be tabled immediately and referred to the committee, although the SBAC may override the chair with a motion and decide to take on the committee's work if it so chooses.

3. The agenda shall be agreed upon as the first order of business. No new items shall be added once the agenda has been approved.

C. Meetings will be open to the public after being publicly noticed and conducted in compliance with the Utah Open and Public Meetings Act.

1. Non-SBAC members wanting to bring an issue before the SBAC must have the support of three SBAC members and be invited by the SBAC to present their issue before a SBAC Standing or Adhoc Committee and/or SBAC members.

D. Decisions shall be made by a majority voice vote, except as otherwise noted.

E. Meeting facilitation shall be conducted by the SBAC Chair, Vice-Chair, or designee if the SBAC Chair is not available to serve this function.

F. A quorum shall consist of a majority of the appointed active private-sector voting members for the conduct of SBAC business. A majority vote consists of more than 50% of the appointed active private sector members on the SBAC.

G. Each private sector SBAC member has one vote. No proxy votes are allowed.

H. Votes may not be conducted by fax and/or email.

I. The minutes shall be kept of each SBAC meeting and approved by at least one of the three members of the Executive Committee prior to distribution, and shall note the members present, topics discussed and votes taken.

Article.VII¿Staff.Liaison.and.Support

A. Lehi City will staff the Board with staff assistance as necessary, and from other public organizations, as needed.

~~B. The Lehi City Liaison will draft agendas for review and approval by Chair.~~

C. The Lehi City Liaison will take notes and submit to the SBAC Executive Committee for review and approval.

D. The Lehi City Liaison distributes agendas and meeting notes to SBAC members.

E. The Lehi City Liaison will be the conduit of information between the SBAC Chair and members as well as the public entities.

F. The Lehi City Liaison will respond to individual requests for information and coordinate with the public sector as necessary.

Article.VIII¿Ground.Rules

A. The City of Lehi does not discriminate on the basis of race, religion, color, gender, marital status, familial status, national origin, age, mental or physical disability, sexual orientation, source of income or veteran status.

B. Members are free to speak openly and honestly.

C. Members will extend to each other all the professional courtesies normally expected of one another, regardless of whether or not people are in agreement.

D. The rules for introducing a vote or resolution, including those to go before Council, require formal motions by private sector SBAC members. All motions up for discussion and vote must be seconded by another voting member. Discussion of motion shall continue until a voting member requests a vote on proposed action.

E. The SBAC notes are a matter of public record, available to anyone.

F. Any member of the SBAC may be removed by the SBAC Chair or Mayor with the consent of the City Council for failure to meet attendance requirements, misconduct, or inability to serve. The member shall be provided with notice and an opportunity to respond

G. The SBAC is an advisory body only and shall not exercise policy-making authority. The City Council retains the authority to modify or dissolve the SBAC at its discretion.

Article.IX¿Amendments

A. These Guidelines may be amended, repealed or altered in whole or part by a majority of the SBAC, by the Lehi City Mayor with approval from City Council at a regularly scheduled public meeting.

Agenda Item No: 3

City Council Agenda Item Report

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

Subject:
Commercial and Low-Density Residential Buffering Discussion (20 min)

Suggested Action:

Attachments:

Agenda Item No: 4

City Council Agenda Item Report

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

Subject:
Presentation and Discussion of Bike and Pedestrian Master Plan Vision, Goals, and Map (15 min, end by 6:30 p.m.)

Suggested Action:

Attachments:

Bike-Ped Vision and Goals - CC 04.14.26.pdf

Bike-Ped Plan
Vision and Goals



LEHI CITY

Vision and Goals

- Feedback from public outreach
- Goal setting exercise with steering committee, PC, and CC
- These goals are a 5-10 year horizon

gfreestone
3 years ago

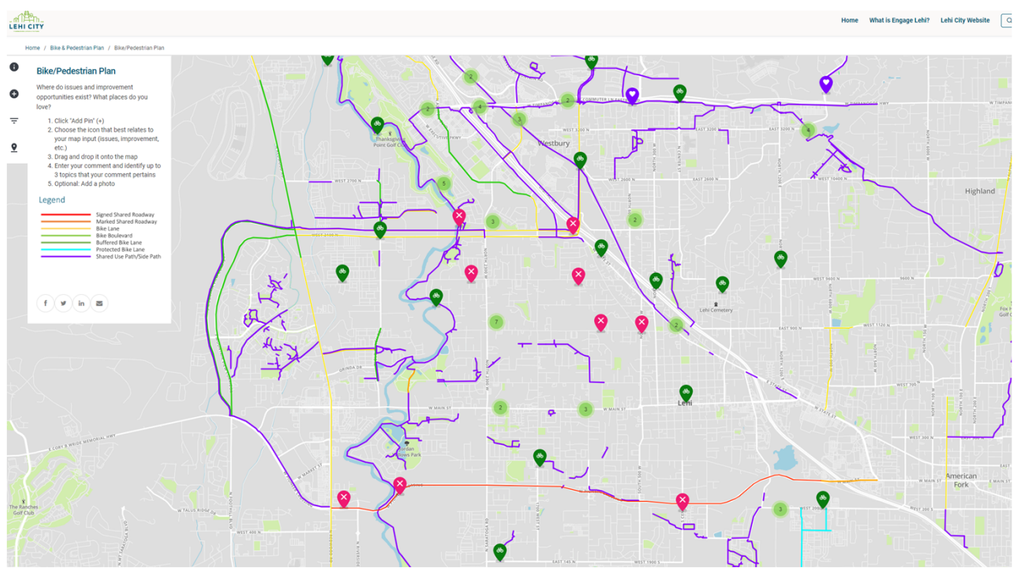
There is almost no roads in all of Lehi that have dedicated bike lanes, most main thoroughfares don't even have shoulders. Lehi's the least cycling friendly city in Utah County.

leadatortilla
2 years ago

There aren't sidewalks and this stretch of the road is very scary for pedestrians and especially bikers. There are a lot of homes directly west of this 1/2 mile stretch and access to mainstreet is not safe. I don't feel safe as an adult and I definitely don't want my children going on this part of the road either.

bryce
3 years ago

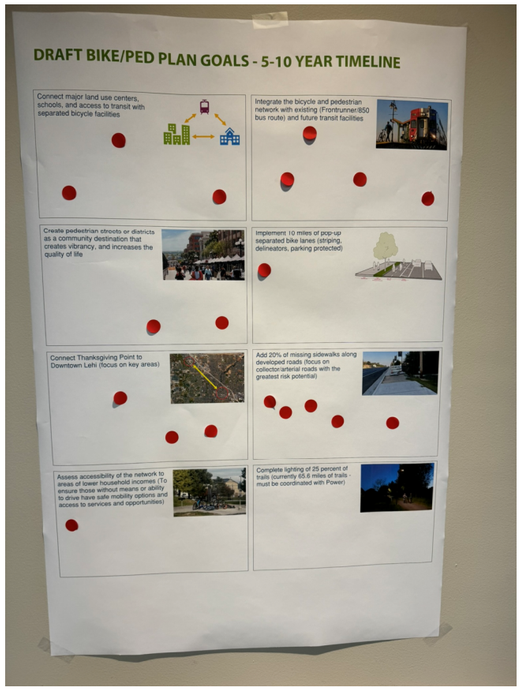
There should be a connector here from the Murdock Canal Trail to Triumph Boulevard so that bike commuters can have access to the Outlets



EST 1852
LEHI CITY
PIONEERING UTAH'S FUTURE

Vision and Goals





- Safety
- Connectivity

Vision

"Lehi will be safe and comfortable for families and individuals of all ages and abilities to walk, bike, and roll to their desired destinations."



Goal 1

Update Development Code and Design Standard requirements, in a way that City departments can agree upon, to increase safety and user comfort.



Goal 1

Update Development Code and Design Standard requirements, in a way that City departments can agree upon, to increase safety and user comfort.

1. Create an internal committee including Planning, Parks, Engineering, Public Works, Police, and Fire to discuss safety concerns and solutions. Come to a consensus on the approach that will be taken to increase safety and comfort.

2. Propose amendments to the Development Code and Design Standards.

Goal 2

Add 20 percent of the missing sidewalks along developed roads.



Goal 2

Add 20 percent of the missing sidewalks along developed roads.

1. Using a map of missing sidewalks, perform visual surveys of different areas to determine those with the greatest need.
2. Create a list of highest priority sidewalks for review by the City Council.
3. Use CDBG and other funds to add the new sidewalks, and propose budget be directed to the top priority sidewalks each year.

Goal 3

Complete lighting of 16 miles of trails (25% of all trails).



Goal 3

Complete lighting of 16 miles of trails (25% of all trails).

1. Using available trail user data, identify the trails with the most use and the most nighttime use.
2. After the main trails have been identified, conduct visual and intercept surveys to see what kind of lighting and where is the most needed.
3. Conduct an online survey to get other people's input on areas with the greatest lighting needs.
4. Develop a map prioritizing the areas for lighting.
5. Work with the power department on funding and installation of lights.

Goal 4

Focus expansion of the active transportation network on connections to key destinations. These key destinations include downtown Lehi, schools, transit (i.e. Frontrunner Station), and neighboring communities.





Goal 4

Focus expansion of the active transportation network on connections to key destinations. These key destinations include downtown Lehi, schools, transit (i.e. Frontrunner Station), and neighboring communities.

1. Create maps of the major land use centers, schools, and transit lines in Lehi. Map active transportation networks of our neighboring cities to determine connection points. Identify on the map the existing network of trails, sidewalks, and bike lanes.

2. Identify gaps in the bicycle network for connections to these major destinations.

3. Conduct an online survey with the gaps to get feedback from the public on any additional gaps, and the prioritization of completing missing segments.

4. Prioritize the existing gaps for funding and implementation. The focus should be on those with the most use, highest safety concerns, and highest risk potential.

5. Apply for funding, add items to the budget and start filling in the gaps.

Goal 5

Add an additional 11 miles of paved trails and 12 miles of on-street bike infrastructure to the network.



-Last 5 years – 19.1 miles
-Last 10 years – 29.1 miles



-Last 5 years – 4.1 miles
-Last 10 years – 7.6 miles

Goal 5

Add an additional 11 miles of paved trails and 12 miles of on-street bike infrastructure to the network.

1. Continue to require the development of master planned trails and bike paths when adjacent properties develop.

2. Apply for funding from outside sources and City budget to add additional paved trails and on-street bike infrastructure.

3. Provide resources necessary for Parks and Public Works Departments to maintain these facilities.

Goal 6

Designate pedestrian districts at community gathering places.





Goal 6

Designate pedestrian districts at community gathering places.

1. Identify existing community gathering places that people can walk to.

2. Update design requirements for these districts to prioritize pedestrians and further create unique places where people *want* to spend time.

3. Add pedestrian infrastructure and safety features at community gathering places.

4. Identify community gathering spaces that are in the long-term vision, such as downtown, TODs, neighborhood centers, etc.

Goal 7

Complete murals and public art at 3 trail under-crossings. (~25%)





13 total under crossings – varying ownership

Goal 7

Complete murals and public art at 3 trail under-crossings. (~25%)

1. Organize either Request for Proposals (RFP), a design competition, or another avenue to select artists.
2. Budget for money to add murals to the under crossings.
3. Complete a mural each year if possible.

Goal 8

Complete two or more segments in the existing recreational prioritized trail network.





Goal 8

Complete two or more segments in the existing recreational prioritized trail network.

1. Identify the prioritized recreational trail system and assess the gaps in the network to determine most feasible segments to complete.
2. Reach out to property owners along trail corridors to assess willingness to grant easements or sell property.
3. Estimate costs for trail construction on proposed segments.

Plan Draft - Intro

1 INTRODUCTION

Lehi City recognizes active transportation (bicycling, walking, scooters, wheelchairs, etc.) as a legitimate form of travel and recreation. The City recognizes and encourages the use of sidewalks, shared use paths, safe streets, and bikeways for transportation, recreation, socializing, and a host of other purposes. Children, teenagers, people with disabilities, and low-income households are more likely to use these modes for transportation, but by improving the quantity and quality of these facilities it will benefit and provide greater options for all residents of Lehi.

Plan Vision:
Lehi is safe and comfortable for families and individuals of all ages and abilities to walk, bike, and roll to their desired destinations.



The vision statement was crafted to guide this plan, the goals, and to capture the main takeaways received through public comment, surveys, and input from the Steering Committee, the Planning Commission and the City Council. This vision is in harmony with Lehi City's overall vision to *Develop a cutting-edge, family-centric community.*

Plan Draft – Goals Summary

GOALS

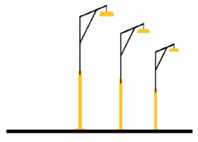
Eight goals are described in this plan and set forth what Lehi City wants to accomplish in the next 5-10 years. Detailed goals and strategies are provided in section 5 of this plan.



Goal 1: Update Development Code and Design Standard requirements, in a way that City departments can agree upon, to increase safety and user comfort.

20 %

Goal 2: Add 20 percent of the missing sidewalks along developed roads.



Goal 3: Enhance safety and comfort by adding lighting to the Rail Trail and analyzing lighting needs for other trails.



Goal 4: Focus on improving access to key destinations through expanded active transportation connections.

11 Trail Miles
12 Bike Lane Miles

Goal 5: Add an additional 11 miles of paved trails and 12 miles of on-street bike infrastructure to the network.



Goal 6: Create design requirements for vibrant, pedestrian-friendly community gathering places that strengthen local connections.



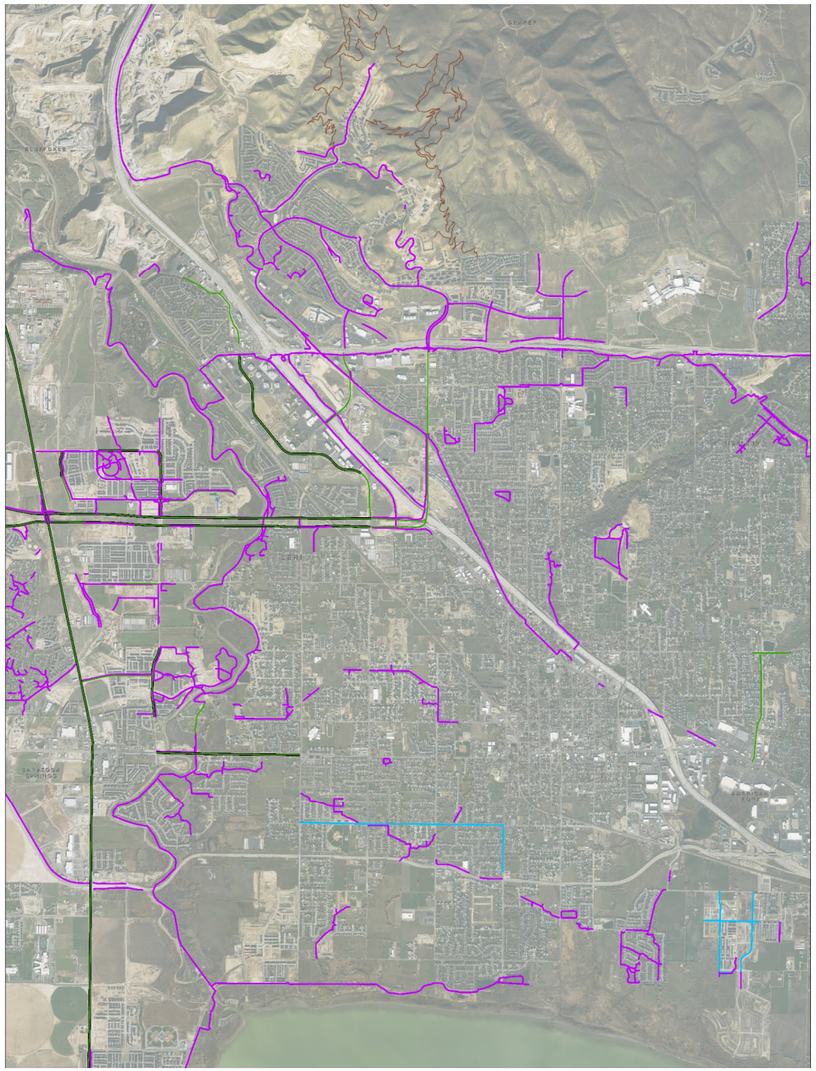
Goal 7: Complete murals and public art at 3 trail under-crossings.



Goal 8: Complete two or more segments of the recreational trail network.

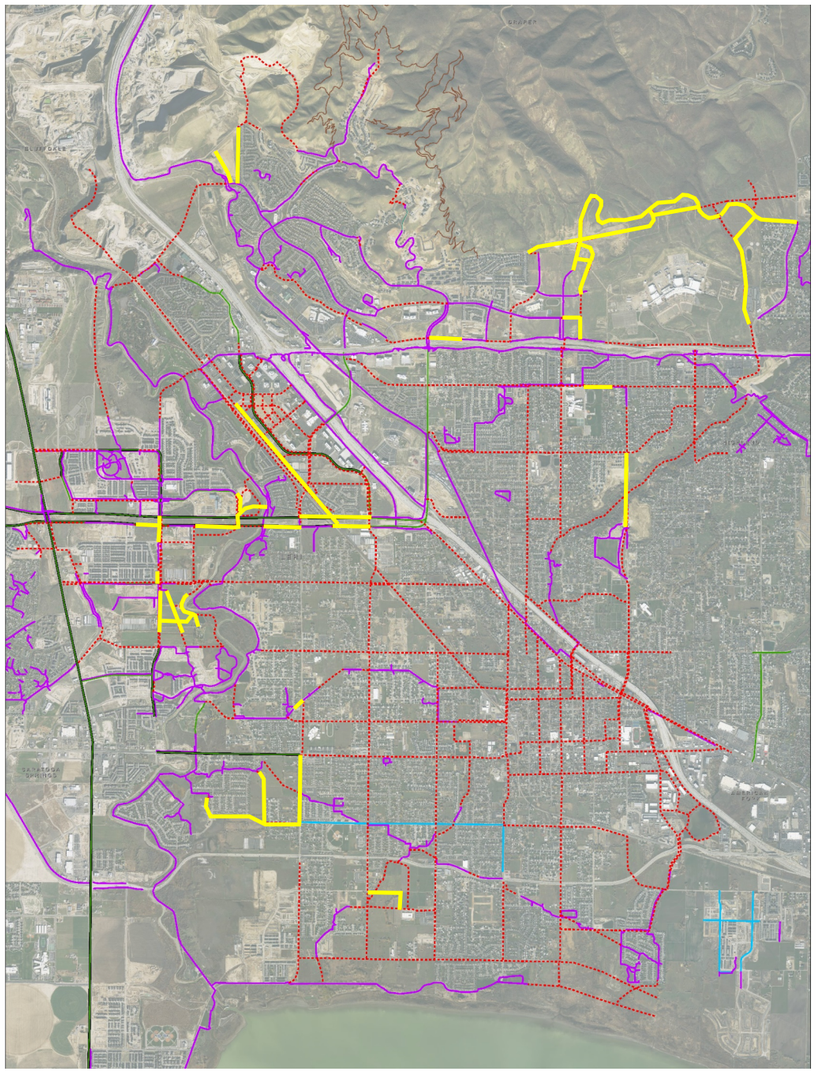
What Do We Have?

Existing Network

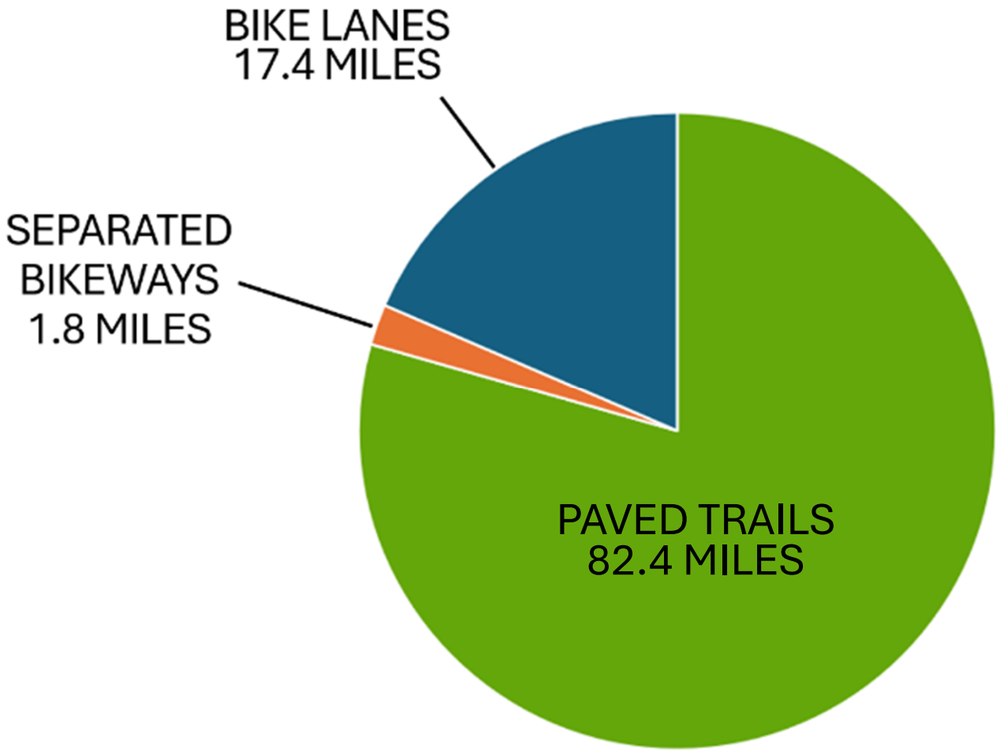


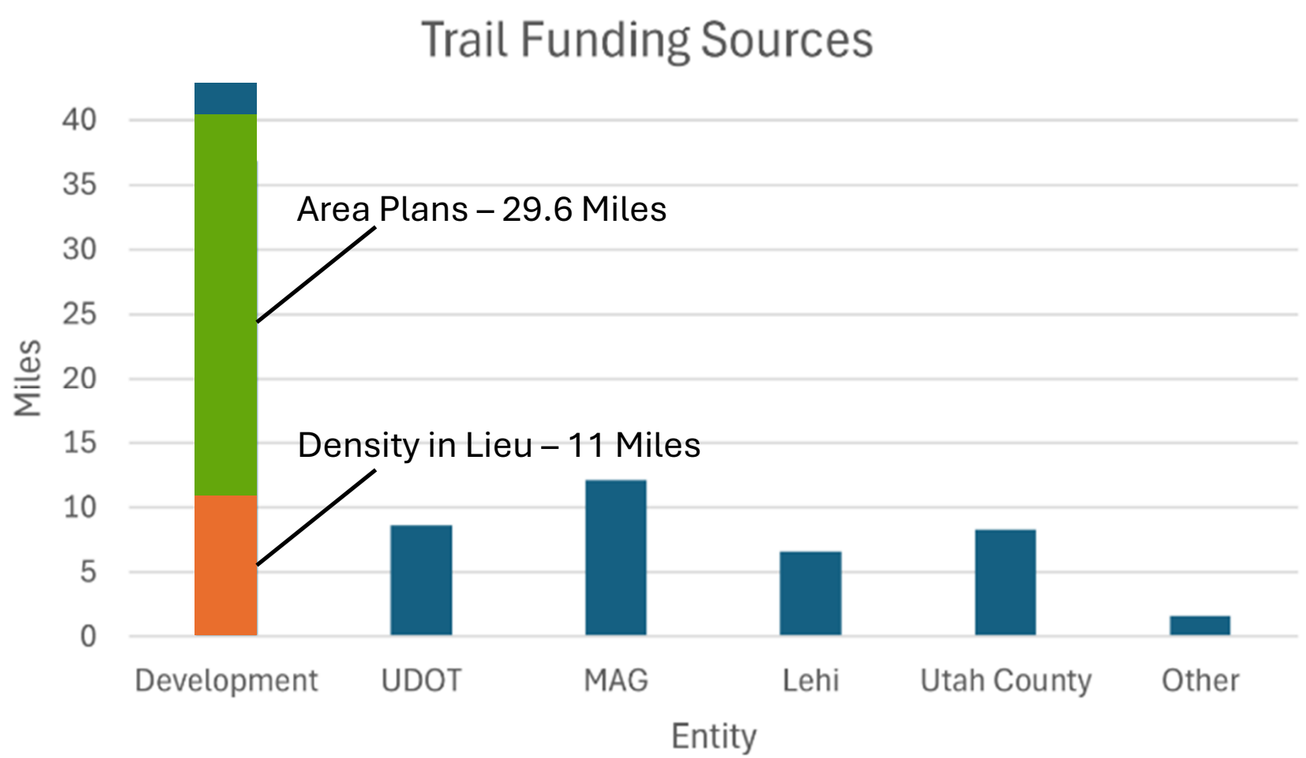
What Do We Have?

Existing Network with gaps

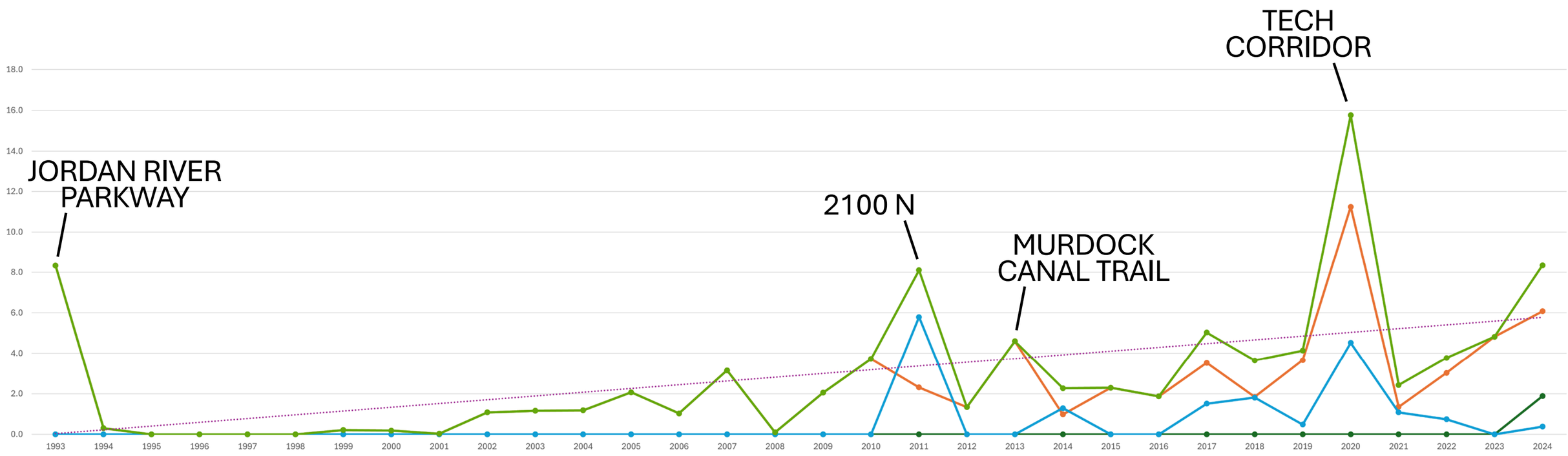


What Do We Have?





Bike Facility Construction Trends

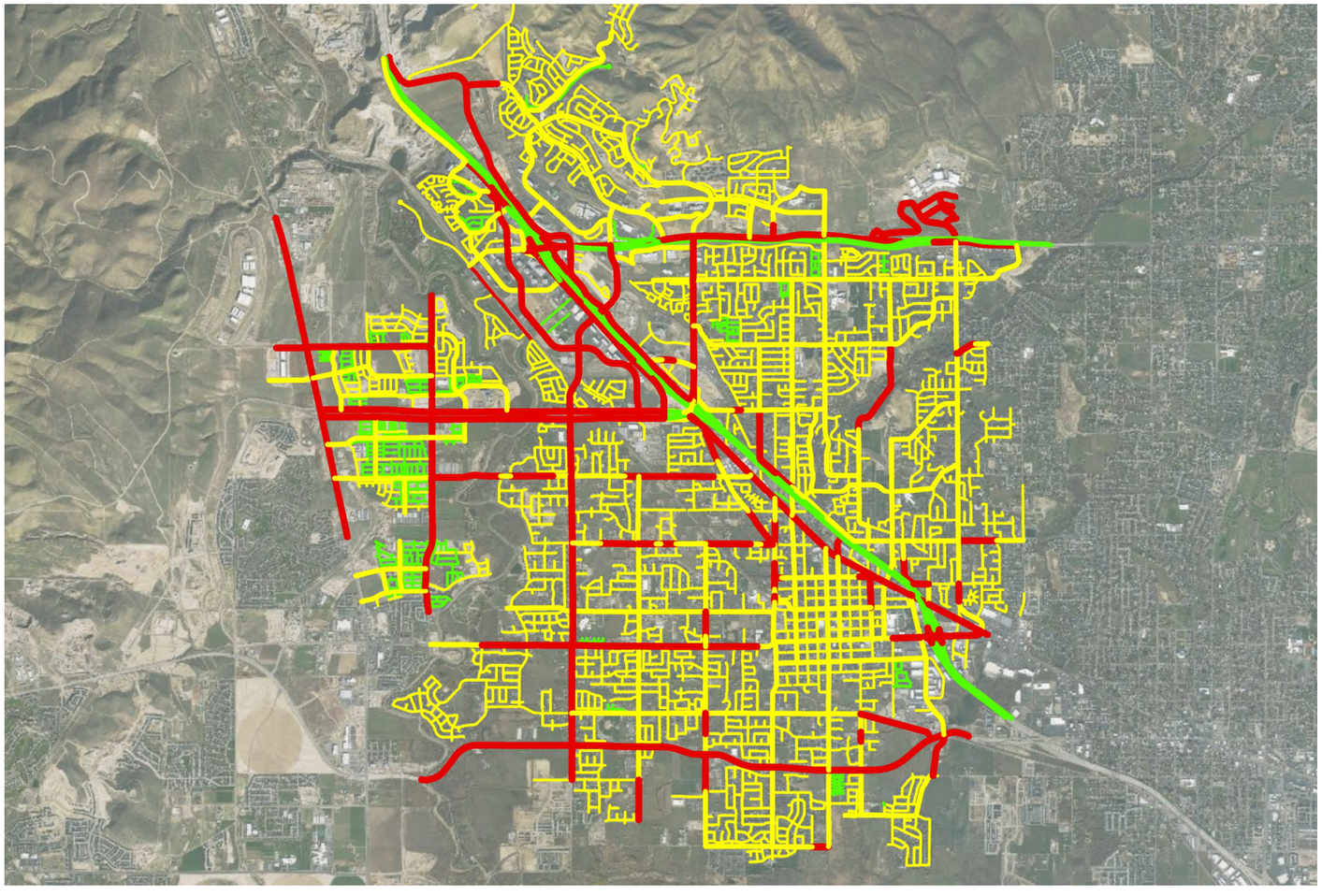


- Total Miles
- Shared Path Miles
- Bike Lane Miles
- Separated Bike Lane Miles

Paved Trails - How We Stack Up

• Lehi – 82.4 miles	8.2 miles per 10k pop
• Highland – 19.5	10.1 miles per 10k pop
• Alpine – 3.1 miles	3 miles per 10k pop
• American Fork – 10.3 miles	2.7 miles per 10k pop
• Cedar Hills – 6.2	6.5 miles per 10k pop
• Saratoga Springs – 72 miles	13.7 miles per 10k pop
• Eagle Mountain – 83.2 miles	14.6 miles per 10k pop

Proactive Safety Analysis



Agenda Item No: 1

City Council Agenda Item Report

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

Subject:
Presentation to the Lehi Fire Department Commemorating the 125th Anniversary.

Suggested Action:

Attachments:

Res 2026-26.docx

LEHI CITY

RESOLUTION NO. 2026-26

A RESOLUTION OF THE LEHI CITY COUNCIL COMMEMORATING THE 125TH ANNIVERSARY OF THE LEHI FIRE DEPARTMENT

WHEREAS, this Legislative Body is justly proud to commemorate the Anniversary of the Lehi City Fire Department and to honor its past and present firefighting members for 125 years of fire protection for the citizens of Lehi City, Utah; and

WHEREAS, the Lehi Fire Department has been a cornerstone of community safety and resilience. Its inaugural station on Main Street, was established in 1901 with a hand pumped engine, horse drawn responses, and team of determined volunteers; and

WHEREAS, today, the department operates from four stations, reflecting its growth and unwavering commitment to serving the community; and

WHEREAS, the Lehi Fire Department provides a broad array of services, including fire prevention, fire investigations, incident responses, and comprehensive medical services. The department also coordinates hazardous materials, technical rescue teams, and wildland fire suppression in collaboration with local, county, state, and federal agencies; and

WHEREAS, this Legislative Body cannot express sufficient gratitude to those individuals who recognize that the preservation of life and property is a sacred responsibility and who make that responsibility their own by serving as firefighters; and

WHEREAS, it is the sense of this Legislative Body that we should give special recognition to those who work so assiduously for the betterment of the community and publicly acknowledge the heroic good works performed by the Lehi Fire Department, their officers, auxiliaries;

NOW, THEREFORE, be it resolved that this Legislative Body of Lehi City, Utah, pause in its deliberations to proudly commemorate the 125th Anniversary of the Lehi Fire Department.

Approved and Adopted by the City Council of Lehi City, Utah this 14th day of April, 2026.

LEHI CITY

_____

Paul Binns, Mayor

ATTEST

_____

Teisha Wilson, City Recorder

Agenda Item No: 1

City Council Agenda Item Report

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

Subject:
Approve Purchase Orders

Suggested Action:

Attachments:

PO 8324 Specialty Applicators.pdf

PO 8334- Carter Substation.pdf

PURCHASE ORDER

LEHI CITY CORPORATION
153 NORTH 100 EAST
LEHI UT 84043

8324

THS ORDER NUMBER MUST APPEAR ON YOUR INVOICE

4036

ISSUED TO: SPECIALTY APPLICATORS LLC
PO BOX 25511

SALT LAKE CITY UT 84125

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

PURCHASE ORDER DATE: 03/23/2026

DEPARTMENT: PW - STREETS

QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL	GL ACCOUNT
1.00	Friction seal of Chapel Ridge from the NE entrance of Entrata to the West entrance of the roundabout. Applying a preventative coating on approx. 1.1 miles of roadway.	172,971.13	172,971.13	11-50-09-010

Asphalt Systems Inc is the sole source provider of GSB, Specialty Applicators is a division of ASI.

TOTAL 172,971.13

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. ***

SPECIALTY APPLICATORS, LLC
1812 W. Sunset Blvd #1-538
St. George, UT 84770
www.specialtyapplicators.com
Phone: (435) 705-1706

Customer:	Lehi City Corporation	**Estimate**	26-7343
Address:	153 North 100 East	**Date**	3/12/2026
	Lehi, UT 84043		
Phone:			
Requested By:	Mark LaBelle	UT License # 11674205-5501	
Project Number:			
Project Name:	2026 Lehi City GSB-88 Heavy Project	**Estimate By:**	Bodin Breinholt
Project Location:	Upper & Lower Chapel Ridge Road		435-705-1706
Project Type:			bodin@specialtyapplicators.com

Item #	Item Description	Quantity	U of M	Unit Price	Total
1	**Mobilization**	1	LS	$2,500.00	$2,500.00
2	**Upper Chapel Ridge-GSB-Heavy Application**	17,150.00	SY	$3.87	$66,370.50
	App Rates 0.20 Liquid/2.5 lb. SY Aggregate				
3	**Upper & Lower Chapel Ridge-GSB-Heavy Application**	27,323.00	SY	$3.81	$104,100.63
	App Rates 0.20 Liquid/2.5 lb. SY Aggregate				

***Customer to Sweep Chapel Ridge Road, 24-48 hours prior to application & Tab Pavement Markings.**

Any invoice submitted by Specialty Applicators shall be due 30 days after the date of such invoice. Any invoice not paid within the 30 day period will accrue interest at a rate of 1.5% per month; further in event of collection activities become necessary, Specialty Applicators shall be entitled to recover all its costs incurred in the collection of the amounts due and owed, including but not limited to attorney's fees and court costs

Total **N/A**

Customer Name (print) _____ Date of Acceptance: _____

Signature _____

March 17, 2026

Brad Benson
Lehi City Streets Supervisor
2538 N. 300 W.
Lehi, UT 84043

RE: Sole Source

Brad,
Asphalt Systems Inc. (ASI) is the inventor of GSB-88®, GSB-88-Medium™, GSB-88-Heavy™, and GSB-78®. These are proprietary products of ASI, and the names themselves are registered trademarks of ASI. The specific formulations of GSB-88®, GSB-88-Medium™, GSB-88-Heavy™, and GSB-78® are trade secrets that belong only to ASI.

If you have any questions, please give me a call at 801-972-2757.

Best Regards,

David Walker
Managing Director, Manufacturing


FRICTION SEAL
PROJECTED AREA
Legend
Traverse Mountain Elementary School
The Church of Jesus Christ of Latter
Traverse Mountain HOA Member-Only
Harvest Park
Google Earth
Image © 2026 Airbus
1000 ft
N
121

PURCHASE ORDER

LEHI CITY CORPORATION
153 NORTH 100 EAST
LEHI UT 84043

8334

THS ORDER NUMBER MUST APPEAR ON YOUR INVOICE

4835
ISSUED TO: PROLEC-GE WAUKESHA INC
PO BOX 277311

ALTANTA GA 30384-7311

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

PURCHASE ORDER DATE: 04/02/2026 DEPARTMENT: POWER

QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL	GL ACCOUNT
2.00	CARTER SUBSTATION TRANSFORMERS	1,855,401.00	3,710,802.00	53-50-53-000

TOTAL 3,710,802.00

COMMENTS/NOTES

REFERENCE QUOTE# 70013259 REV 2

FINAL ELECTRONIC APPROVAL BY: _____ DATED _____

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

LEHI CITY POWER

Prolec GE Waukesha Quotation 70013259 – Rev 2 (REF# Q-00040019)

REV.	DESCRIPTION	CREATED BY	DATE
0	Initial Release	David Ruszkiewicz	01/08/2026
1	Updated Quote & Ship Date	David Ruszkiewicz	03/03/2026
2	Best and Final Pricing	David Ruszkiewicz	03/13/2026



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Prolec-GE Waukesha, Inc. Quotation

LEHI CITY POWER
153 N 100 E
Lehi, UT 84043-1852

Inquiry	Carter Substation
Quote Number	70013259 Rev 2 (REF# Q-00040019)
Specification Document(s)	CARTER SUBL. 138KV-13.2KV

1. TEAM CONTACT INFORMATION

Channel Partner
Liam Lewis
Core Power Products
TEL 208-830-3837
liam@corepowerproducts.com

Application Engineer
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Product Sales Specialist
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GE Grid Solutions
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2. QUOTE SUMMARY

Item Number 10

$1,651,125.00	Transformer
$ 88,000.00	Freight to Pad*
$ 20,476.00	Rigging to Pad*
$ 95,800.00	Field Service Assembly, Vacuum Filling & Testing**
$1,855,401.00	**Total per unit**

*Freight and Rigging (F&R) is provided as an estimate only. Actual Cost plus 10% will be invoiced after F&R invoices are received.

**Field Services [includes Warranty Validation, Assembly, Vacuum Fill & Test] are provided as an estimate only, with Project Management providing price adjustment one (1) month prior to shipment. Services not completed within six (6) months of delivery may incur additional charges.

Quantity 1

Warranty Prolec GE Waukesha's 5 Year Power Transformer Warranty

Rating Information 20/26.667/33.333/37.333 MVA, ONAN/ONAF/ONAF
3 Phase, 60 Hz., 55/65 Degree C rise
138 kV DELTA To 13.2 kV GRDY
with RMV Reduced Capacity LTC and MDIV motor drive

Ship To Destination Lehi, Utah

Ship To Location Address or To Be Determined

If the Ship To Location is not known as of the bid issue date, then the quoted freight and rigging costs may be subject to adjustment based upon final delivery location.

Shipment Lead Time A **Q3 2029 shipment date**, subject to plant loading at the time of receipt of order.

Please consult the Channel Partner, Application Engineer or Product Sales Specialist identified in the CONTACT INFORMATION shown in this quotation if an alternate lead time is preferred.

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3. ADDERS

• One (1) HV bushing	$6,800.00 each
• One (1) LV bushing	$2,450.00 each
• One (1) HV arrester	$3,050.00 each
• One (1) LV arrester	$ 950.00 each
• Gaskets	$1,750.00 per set
• Fan Assembly	$1,250.00 per assembly

4. PRICE & PAYMENT TERMS POLICY

PRICE POLICY

Price Adjustment Policy

Prolec-GE Waukesha, Inc. will provide an updated transformer selling price at the time of shipment, based upon the change in material costs for copper, core steel, plate steel, oil, paper insulation, labor and miscellaneous materials from the time of quotation until one (1) month prior to the shipment date. A change order will be issued for the adjustment amount.

The following material indices are the base indices for this quotation and applies to 85% of the transformer material content, excluding freight, rigging, and field assembly services:

Material	Name	Value	Unit	Index Date	% of Transformer Sales Price
Copper	HG-Comex	585.90	$/cwt	Feb – 26	12.0%
Core Steel	Waukesha Internal Pricing Index	205.00	- -	Feb – 26	10.0%
Plate Steel	Cut-to-length Plate Carbon Grade FOB mill US$/CWT	55.18	$/cwt	Feb – 26	6.0%
Oil	Brent Crude Futures, Continuous Contract #1 (B1) (Front Month)	69.37	42-gal barrel	Feb – 26	4.0%
Insulation	RISI NBSK Index [change from PIX NBSK (June 2024)]	1,565.00	$/MT	Feb – 26	2.0%
Labor	U.S. BLS NAICS Code 335 – Mfg Labor Cost Index	28.85	$	Feb – 26	27.0%
Misc.	U.S. BLS – Consumer Price Index	326.79	$	Feb – 26	24.0%

Final Index = Calculated as average of daily values for the month that is 3 months prior to shipment unless otherwise stated in quote/contract.

Price Adjustment % = (CV# * CV%) + (CO# * CO%) + (PL# * PL%) + (OI# * OI%) + (IN# * IN%) + (LA# * LA%) + (MS# * MS%); Price Adjustment $ = Price Adjustment% * Transformer Sale Price

Transformer Sale Price = Total Contract Value, less freight / rigging / field assembly services

- ***CV# - Change in HG Comex from base to final***
- ***CO# - Change in Waukesha Internal Core Steel Pricing Index from base to final***
- ***PL# - Change in AMM Cut-to-Length Plate Carbon Grade FOB Mill US$/CWT Index from base to final***
- ***OI# - Change in Brent Crude Futures, Continuous Contract #1 (B1 - Front Month) Index from base to final***
- ***IN# - Change in RISI NBSK Index from base to final***
- ***LA# - Change in U.S BLS NAICS Code 335 Mfg Labor Cost Index from base to final***
- ***MS# - Change in U.S. BLS Consumer Price Index from base to final***
- ***CV% - Copper as % of Transformer Sale Price***
- ***CO% - Core Steel as % of Transformer Sale Price***
- ***PL% - Plate Steel as % of Transformer Sale Price***
- ***OI% - Oil as % of Transformer Sale Price***
- ***IN% - Insulation as % of Transformer Sale Price***
- ***LA% - Labor as % of Transformer Sale Price***
- ***MS% - Miscellaneous material as a % of Transformer Sale Price***

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Notes:

- The Quoted Item Price(s) does not include sales, use, excise or any other taxes. Any taxes imposed shall be the responsibility of Customer and will be invoiced accordingly, unless Prolec GE Waukesha is presented with a valid exemption certificate.
- Pricing may be subject to additional price adjustment to reflect direct and/or indirect effects of a government imposed tax or duty, such as tariffs, that a government may impose on imports or exported goods. If additional adjustment(s) applies, it will be made at the time of shipment. If Customer elects a progress payment schedule and an adjustment is made, the adjustment will be reflected on the invoice for the last payment.
    - Price Adjustment Methodology:
        - At the time of final invoicing, Waukesha will provide an updated selling price based upon the percentage content of affected commodity or component and applied to the transformer price. The final selling price will be adjusted with the final price adjustment calculation being provided in advance of shipment and applied to the last invoice.

PAYMENT TERMS & MILESTONES

Payment milestones, subject to credit approval, are as follows:

- 10% to be invoiced at time of Order Acknowledgement
- 40% to be invoiced at Approval Drawing Submittal
- 40% to be invoiced at time of Release to Manufacturing
- 10% to be invoiced at Delivery to pad/site

Note: All payments are Due Net 30 days from date of invoice.

LATE PAYMENT POLICY

If payment is more than 10 days past the due date of the applicable invoice, Prolec GE Waukesha may:

1. Charge interest of 1½% per month of the unpaid balance, and/or;
2. Withhold shipment of the affected Transformer until Customer is current on all payment obligations as set forth under the applicable Purchase Order.

For the avoidance of doubt, any delay in shipment due to Customer's late payment shall be credited to Prolec GE Waukesha in regards to the calculation of any liquidated damages. Any additional costs incurred due to postponed shipment under this section shall be the responsibility of Customer.

5. DRAWINGS

Approval drawings will be provided thirty (30) weeks before ship date. Please contact the Application Engineer if an earlier date is required. Quoted Shipment Lead Time includes two (2) weeks for customer to review and return approval drawings.

For orders requiring drawing approval, a release to immediately proceed with production must be returned to Waukesha within two (2) weeks after drawing submittal to maintain scheduled date(s).

6. MINERAL OIL

Mineral Oil is included in the quoted transformer price. If mineral oil is shipped separately, pricing includes shipment/delivery of the oil within sixty (60) days of shipment of the transformer. After that date, any additional costs will be charged to the customer.

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7. SHIPMENT

The above quoted transformer(s) will be **shipped dry by truck to your specified pad.**

Quoted freight and rigging prices are based on the delivery location and site conditions known as of the bid issue date and based on the free access required for Waukesha to unload the equipment without obstruction. Prices are subject to adjustment to the extent that there are changes to the delivery location, the delivery location's transportation route, or the site conditions ("Conditions") that would complicate the movement of the transformer(s).

Such Conditions that would complicate the movement of the transformer(s), include, but are not limited to: lack of existing roads; impassable conditions; extreme grade or any other condition that would prevent Waukesha from delivering to the specified site with a single crane lift; if clearance is not available due to highway construction; changes in state regulations; changes in bridge limitations; needed repairs to, but not limited to, roadway, delivery site access, or railways (customer or non-customer owned); obstructions such as existing fencing, or removal or reinstallation of any overhead or adjacent structures; insufficiently compacted soil (necessitating matting); oil containment pits or dikes around pad; debris or other condition beyond Waukesha's control or unknown at the time of bid.

Any additional costs associated with such Conditions will be charged to the customer.

Customer shall, at its own cost and expense, warrant free and clear access within the delivery site for the purpose of Waukesha's ability to perform its obligations under this Contract including but not limited to delivery and warranty repairs.

8. WARRANTY VALIDATION / FIELD SERVICE

Services for **Assembly, Vacuum Filling & Testing** ("Field Services") as identified in this quotation are included in the quoted transformer price. Other Field Services may be identified as an ADDER. Field Services standard work scope is included as an attachment. Quoted Field Service prices are based on free access to the site required to perform the field services and on the anticipated schedule with a single trip to the site. Quoted Field Service prices do not include any site specific or customer required access and/or safety training, any special and/or site-specific safety, PPE or environmental requirements, use of union labor or any local Sales or Use tax. Any additional direct costs associated with deviations from the proposed field service schedule will be charged to the Customer on a time and material basis.

Any Field Service offered in this quote, either as part of the quoted price or which can be elected as an adder, shall be subject to the terms of purchase of the transformer. In no event shall Waukesha have any obligation to identify, correct, abate, clean up, control, or remove from customer's premises any toxic or hazardous material. **Services not completed within six (6) months of delivery may incur additional charges.**

9. TERMS & CONDITIONS

The enclosed Prolec-GE Waukesha, Inc. **Terms and Conditions for Sale of Products and Services** are an integral part of this offer, and shall apply except as otherwise agreed to in writing by an authorized employee of Prolec-GE Waukesha, Inc. **Alternate Terms and Conditions are subject to negotiation.**

Seller shall in no event be liable for any indirect, special or consequential damages whatsoever, whether grounded in tort (including negligence), strict liability, or contract. Under no circumstances shall Seller's liability to Buyer exceed the contract price for the specific goods and services upon which the claim is based. Any action for breach of contract or otherwise must be commenced within one year after the cause of action has accrued.

After execution of a Purchase Order, should the United States of America or any state or local government authority impose any new tariff, legislation, regulation, or other remedy related to commodities or inputs affecting the work, the parties agree to equitably adjust the pricing under such Purchase Order as necessary to account for the financial effects or other direct or indirect effects of any such remedy that cannot be reasonably avoided by either party. Any adjustment subject to this clause will be reflected on the final invoice.

Prolec-GE Waukesha, Inc. reserves the right to correct clerical and administrative errors in this quotation, and other related documents.

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10. WARRANTY

The above transformer is quoted with the Prolec GE **Five Year Power Transformer Warranty** in lieu of all others specified, expressed or implied. To qualify for the Five Year Warranty, a Waukesha Service representative ***must be*** present at the time the transformer is dressed out, and both the primary and secondary must be protected from surges with arresters mounted on the transformer tank.

In addition to the above, full compliance to the Waukesha Instruction Manual is required to validate the warranty. A complete Instruction Manual is provided in the control box of every Waukesha Power Transformer.

CUSTOMER ACKNOWLEDGES THAT THIS WARRANTY MAY BE DEEMED VOID BY PROLEC-GE WAUKESHA, INC. UNTIL PAYMENT IS RECEIVED IN FULL FOR ALL UNDISPUTED INVOICES RELATED TO THE TRANSFORMER, STORAGE OF THE TRANSFORMER, AND ANY RELATED SERVICES.

11. TECHNICAL NOTES & COMMENTS

a. This proposal is based on the information provided in the Request for Quote documentation (RFQ) and, if applicable, any addendum to the RFQ received prior to proposal submittal. Customer requested changes after proposal submittal or at the time of order placement will be subject to commercial and technical review and acceptance by Waukesha. Acceptable impacts to scope, schedule, or cost may require a Waukesha Change Order Request Proposal. Implementation of the mutually agreed upon changes will commence after written acceptance by the Customer.
b. For units shipping Twenty-Four (24) months after approval drawing submittal, Waukesha may require design changes to ensure compliance with current industry, customer, or manufacturer standards, as well as available components. If applicable, these design changes, and potential cost impacts, will be reviewed with the customer by the project manager at time of manufacturing.
c. **Section 4.1.B.14** – The quoted unit is a thermal duplicate of GT-05895; therefore, temperature test is not required.
d. **Section 4.2.B** - One SFRA test (fully assembled on the factory test floor) is included in the price of this quotation.

12. TECHNICAL EXCEPTIONS

a. Supply chain constraints may require Prolec GE Waukesha to procure equivalent components/materials from alternate sources not listed in your specification.
b. Prolec GE Waukesha provides our standard Black Anodized Aluminum nameplate, which offers improved legibility and appearance.
    a. Subjected to ASTM standards per MS 9510-001 (Salt Spray, Humidity, Taber Abrasion, Temperature Resistance, QUV, Sea Water Immersion, Acid Resistance, Solvent Resistance), this superior technology is especially critical in high abrasion and/or corrosive environments.
c. Congruent with IEEE C57.12.00-2021 Annex B, front-of-wave testing will not be performed, as this test has been obsoleted with the implementation of metal oxide varistor technology that imitates the chopped wave transient impulse voltage wave shape. IEEE standard dielectric tests successfully confirm the longevity, reliability, and overall performance of the transformer.

13. LOSS GUARANTEE

In accordance with latest revision of IEEE Standard C57.12.00, Section 5.9, No-load (core) loss guarantee on the enclosed performance specification(s) is based on the standard reference temperature of 20°C. Load (winding) loss guarantee is at the standard reference temperature of 85°C on 65°C rise rated transformers (or 75°C on 55/65°C rise rated transformers).

Waukesha tests no-load and load losses with less than 1.0% measurement error. These measurement errors are determined by a calibration system that is traceable to the National Institute of Standards and Technology (formerly the National Bureau of Standards) using methods described in NIST's Technical Note 1204.

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14. AWARD OF CONTRACT

In the event that the transformer contract is awarded to Prolec-GE Waukesha, Inc., please provide the following text on the purchase order to help expedite order processing: **Unit(s) will be Designed, Manufactured, Tested, Shipped, Sold and Invoiced in accordance with Prolec-GE Waukesha, Inc. Quotation 70013259R2, dated 03/33/2026.**

15. VALIDITY

This bid will remain in effect for 30 days unless changed in the interim by written notice from Waukesha. Extensions to the 30-day validity may be considered, as required, to facilitate the order process.

Sincerely,
Prolec-GE Waukesha, Inc.

David Ruszkiewicz

David Ruszkiewicz
Application Engineer

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16. ENCLOSURES

a. Performance Specification(s)

b. Proposal Form / Data Sheets

c. Preliminary Outline

d. Waukesha Terms and Conditions of Sale

e. Cancellation/Delay Policy

f. Waukesha Five Year Power Transformer Warranty

g. Waukesha Warranty Validation

h. Assembly Vacuum Filling & Testing: Units Shipped Without Oil

i. Assembly & Testing: Oil-Filled Units

j. Waukesha Service Solutions

k. Transformer Oil Specification

l. Transformer Paint Systems

m. Transformer Tank Design & Construction

n. Nameplate - Black Anodized Aluminum

o. Short Circuit Test Results

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waukesha
a prolec ge company

Performance Specification

FOR: 253 LEHI CITY POWER

70013259 **Item No:** 000010 **Project Name:** - -

TRANSFORMER RATINGS

Phase	3	Cooling	HV Volts			XV Volts			YV Volts		ZV (TV) Volts	
Frequency	60	Class	138,000	- -		13,200	- -		- -	- -	- -	- -
Temp Rise °C	55 / 65		Delta	- -		GrdY	- -		- -	- -	- -	- -
Insulating	Oil	ONAN	20.00	/	22.40	20.00	/	22.40	- -	- -	- -	- -
		ONAF	26.67	/	29.87	26.67	/	29.87	- -	- -	- -	- -
		ONAF	33.33	/	37.33	33.33	/	37.33	- -	- -	- -	- -

ADDITIONAL TAP VOLTAGES

Terminal	Style	Taps or KV	Capacity
HV	DETC	+ 2 / - 2 @ 2.500 %	FULL
XV	RMV	+ 16 / - 16 @ 0.625 %	REDUCED

PERCENT IMPEDANCE VOLTS

%	Windings	At MVA
10.00	H-X	20.0
- -	H-Y	- -
- -	X-Y	- -

AUXILIARY LOSSES AND SOUND LEVEL

MVA	Class	Cooling	Sound Level dBA
20.00	ONAN	- -	71
26.67	ONAF	2,800	73
33.33	ONAF	5,600	74

The above values for cooling loss do not include ancillary equipment (heaters, control devices, etc.) losses of 4,500 watts

INSULATION LEVELS (KV)

Terminal	Winding		Bushing
HV Line	650	- -	650
HV Neutral	- -		- -
XV Line	110	- -	110
XV Neutral	110		110
YV Line	- -	- -	- -
YV Neutral	- -		- -
ZV (TV) Line	- -	- -	- -
ZV (TV) Neutral	- -		- -

PERFORMANCE BASED ON A LOADING OF

HV Winding	138,000	Volts @	20.00	MVA
XV Winding	13,200	Volts @	20.00	MVA
YV Winding	- -	Volts @	- -	MVA
ZV (TV) Winding	- -	Volts @	- -	MVA

EFFICIENCIES

Base MVA (ONAN) = 100%

Load	100%	75%	50%	25%
Percent	99.55	99.62	99.66	99.59

REGULATION

Power Factor	Percent Regulation
1.0	0.86
0.9	5.06
0.8	6.57

PERFORMANCE_DATA

No Load Temp: 20 °C/ **Load Loss Temp:** 75 °C

Exciting Current (Percent) and Loss (Watts)

Excitation	Exciting Current(%)	No Load Loss	Load Loss	Total Loss
100%	.500	16,000	73,500	89,500

MECHANICAL DATA - Not for Construction

Dimensions are in inches & weights are in pounds (approx.values)

Outline Drawing Number:

Shipping: Dry by Truck

	Base	Assembled	Shipping
Height (A)	- -	214	158
Width (B)	175	288	221
Depth (C)	81	183	126
Height Over Cover (D)	- -	142	142

	Weight (lbs)
Core and Coils	57,255
Tank and Fittings	44,470
Liquid (6,448 gallons)	49,490
Total Weight	151,215
Shipping Weight, Heaviest Piece	84,700

PART 5 - PROPOSAL

5.1 GENERAL

A. The Seller shall complete this section in its entirety and submit it with their proposal.

B. "Seller" — Prolec-GE Waukesha, Inc.

C. Location of factory — Goldsboro, NC

5.2 PROPOSAL DATA

A. Base Price-FOB Transformers Foundation North Point Substation **QUANTITY ONE (1)** — $1,855,401.00 each

B. Shipping Dates — Approval Drawings: 30 weeks before ship date

Equipment in full: 30-32 months ARO

C. Field Service Engineering and technicians Including travel, lodging and expenses (3 days required) — Five (5) days are included in $ the above net price

D. Cost of additional days of Service Engineer/Tech — $ 1,760.00* /day
*Beyond the five (5) days

E. Cost of Spare HV Bushing — $ 6,800.00 each

F. Cost of Spare LV Bushing — $ 2,450.00 each

G. Amount and type of oil filling required in field — 6,448 gallons of mineral oil

H. Location of factory — Goldsboro, NC

I. Ship by truck or rail — Truck

J. Rail siding name if by rail — N/A

5.3 LOSS SUBMITTALS

A. The Seller shall guarantee that their proposed transformers loss values will not be exceeded. The certified test values will be compared and evaluated with the losses provided in the Seller's proposal. If the loss guarantees are exceeded, the difference between the total bid loss evaluation and the total certified test report loss evaluation will be deducted from the transformers invoice.

B. Losses

1. No-load losses at rated nominal voltage

16.0 kW

2. No-load losses at 110% rated nominal voltage

20.6* kW

*Not Guaranteed

3. Full-load losses (65°C ONAN/ONAF/ONAF rating) (Corrected to 75°C)

73.5 / 204.1*/ 256.1* kW

4. Auxiliary losses (65°C ONAN/ONAF/ONAF rating) (Corrected to 75°C)

4.5/ 7.3 / 10.1 kW

**Includes ancillary equipment (heaters, control devices, etc.) losses of 4.5 kW

5.4 EXPECTED ELECTRICAL DATA

A. Submit data which demonstrates that transformers meets short-circuit requirements listed in paragraph 7 of IEEE C57.12.00 by one of the following methods:

1. Certified test data showing that transformers with core and coil identical in design and construction and identical or similar with respect to kVA capacity, kV ratings, BIL, impedance, and voltage taps have been tested without failure for short-circuit strength.

2. History of successful experience with transformers of identical or similar ratings, design and construction. List transformers in service with core and coils which are essentially identical in design, construction and manufacture to transformers covered by this Specification and provide information on date of installation, locating and failures if any.

B. Exciting current at 100% rated nominal voltage 0.50

C. Exciting current at 110% rated nominal voltage 1.00

D. Percent positive sequence impedance based on 65°C ONAN rating 10%

E. Positive sequence impedance X/R ratio 27.210

F. Nominal High Voltage Rating 138 kV

G.	Nominal Low Voltage Rating	13.2	kV
H.	Transformers MVA Ratings	20 /26.67 / 33.3	MVA ONAN/ONAF/ONAF
I.	RIV per NEMA TR-1 not to exceed	100	mV
J.	Audible sound level not to exceed	71	dBA @ ONAN
		74	dBA @ ONAN/ONAF/ONAF
K.	Regulation at ONAN rating (Calculated per ANSI/IEEE C57.12.90)	0.86	% @ 1.0 pf
		6.57	% @ 0.8 pf

5.5 MECHANICAL DATA

A. Bushing manufacturer and catalog number: PCORE - POC650G0800S or equal (HV)

PCORE - B89123-70 or equal (LV)

B. Weights and Volumes:

Core and Coils	57,255	lb
Tank & Access	44,470	lb
Oil	49,490	lb
Total	151,215	lb
Shipping Weight	84,700	lb
Oil Volume	6,448	gal

C. Dimensions:

1.	Height to top of tank	158	in
2.	Height to top of HV bushings	214	in
3.	Height to top of LV bushings	150	in

4.	Bearing Dimensions:	Width	175 (base)	in
		Length	81 (base)	in
5.	Overall dimensions including radiators:	Width	288	in
		Length	183	in

5.6 ADDITIONAL INFORMATION

A. Anticipated timeline for delivery of drawings to be approved by the Engineer. Delivery of drawings is the number of weeks after receipt of order.

1.	Outline, general arrangement, assembly, installation, and foundation arrangement drawings.	30	Weeks before ship date
2.	Drawings of transformers nameplate with schematic and phasor diagram, electrical ratings, weights and winding tap data in tabular format per ANSI standards.	30	Weeks before ship date
3.	Schematic and wiring diagrams for tap arrangements of wiring of accessories.	30	Weeks before ship date
4.	Wiring and connection diagrams for all control, current, potential and alarm circuits.	30	Weeks before ship date

B. Any exceptions to these specifications shall be clearly stated and attached to the bid data sheets. Please refer to Waukesha Quote 70013259

C. Attach all bid submittal documentation as required by Submittal Section of this Specification. Please refer to Waukesha Quote 70013259

D. Manufacturer and model of load tap changer
Reinhausen RMVII-2000

5.7 AUTHORIZED SIGNATURE

A. Seller: Prolec-GE Waukesha, Inc.

B. Signature & Title: David Ruszkiewicz - Application Engineer

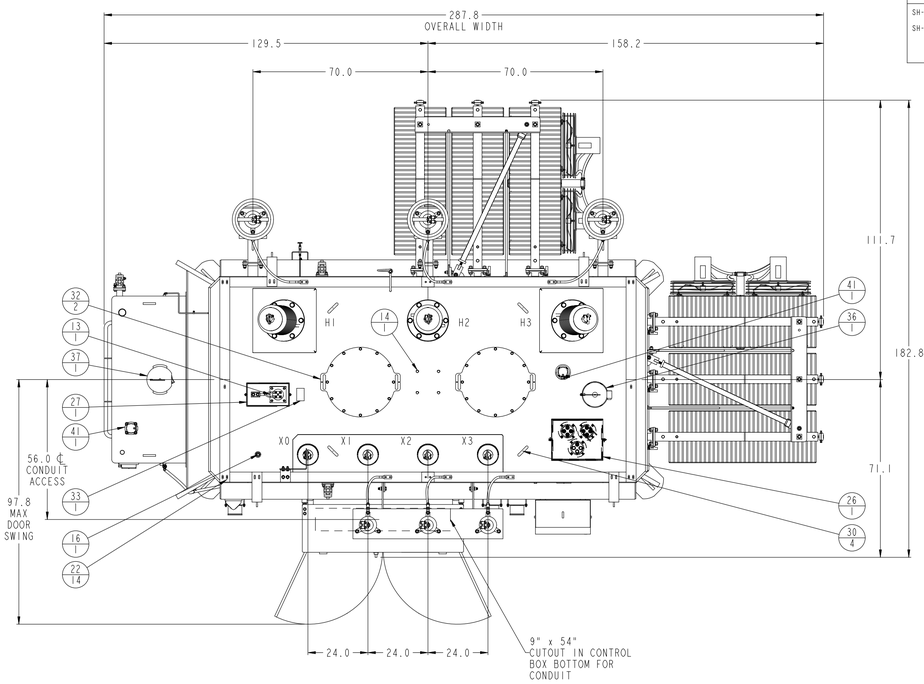
C. Address: 400 S. Prairie Avenue

City: Waukesha State: WI Zip: 53188

D. Date: 3/13/26

IT#	QTY	DESCRIPTION	VENDOR	VENDOR DRAWING	WAUKESHA P/N
1	3	ARRESTER - 9 KV DUTY / 7.65 KV MCOV EVP TYPE	HUBBELL POWER SYSTEMS	EVP000800-3001	2049030
2	3	ARRESTER - 120 KV DUTY / 98 KV MCOV EVP TYPE	HUBBELL POWER SYSTEMS	EVP009800-3001	2049062
3	3	ARRESTER MOUNTING - PRIMARY ARRESTERS			2034660
4	1	ARRESTER MOUNTING - SECONDARY ARRESTERS			
5	1	BREATHER			2062922
6	4	BUSHING - PCORE 15 KV 110 KV BIL 2000 AMP WITH 1-1/2"-12 UNF-2A STUD	PCORE	B-89123-70	2003812
7	3	BUSHING - PCORE 138 KV 650 KV BIL 800 AMP WITH 1-1/2"-12 UNF-2A STUD	PCORE	POC650G0800S	2003590
8	7	BUSHING SPADE - NEMA 4 HOLE 1-1/2"-12 STUD	BURNDY	FD67D8J0TN	2031815
9	2	CENTER OF GRAVITY - ASSEMBLED			
10	2	CENTER OF GRAVITY - SHIPPING - IF NOT OIL FILLED			
11	2	CENTER OF GRAVITY - SHIPPING - IF OIL FILLED			
12	1	CONTROL BOX WITH PADLOCKING PROVISIONS & REMOVABLE BOTTOM PLATE	COXLINE		2020964
13	1	CORE GROUND BUSHING	KAIZEN	2056253C	2056253
14	1	FALL PROTECTION PROVISIONS			
15	12	FAN - 208-230 V 1PH 1/6HP 1140 RPM 5000 CFM W/AUTOMATIC OVERLOAD PROTECTION			2042372
16	1	FLANGE - 1" WITH PIPE PLUG FOR FILLING			
17	1	GAUGE - LIQUID LEVEL	QUALITROL		2020637
18	1	GAUGE - LIQUID LEVEL	REINHAUSEN		
19	1	GAUGE - LIQUID TEMPERATURE	QUALITROL		2025010
20	1	GAUGE - LIQUID TEMPERATURE	QUALITROL		2025010
21	1	GAUGE - WINDING TEMPERATURE	QUALITROL		2025009
22	22	GROUND PAD - NEMA 2 HOLE COPPER FACED			2032121
23	1	IMPACT RECORDER	LAT-LON		
24	1	INERT GAS SYSTEM - ENCLOSED FOR OIL PRESERVATION WITH 120V PTC HEATER		N2-10A36400	2046490
25	4	JACK PLATE			2062890
26	1	JUNCTION BOX - BUSHING CURRENT TRANSFORMER			
27	1	JUNCTION BOX - CORE GROUND			
28	2	LIFTING LUG - ENTIRE UNIT			2021217
29	2	LIFTING LUG - ENTIRE UNIT			2031453
30	4	LIFTING LUG - TOP COVER			2020103
31	1	LTC VACUUM SWITCH TYPE RMV-II-2000-25 26.4KV	REINHAUSEN		
32	2	MANHOLE - 24" BOLTED WITH GASKET IN GROOVE AND MECHANICAL STOPS			2034665
33	1	NAMEPLATE - STAINLESS STEEL CORE GROUND (MAIN & PREVENTIVE AUTO)			2057802
34	2	NAMEPLATE - TRANSFORMER CORROSION RESISTANT		P517472190	2035956
35	1	NITROGEN CYLINDER			2031593
36	1	PRESSURE RELIEF DEVICE	QUALITROL		2031596
37	1	PRESSURE RELIEF DEVICE	REINHAUSEN		
38	6	RADIATOR - REMOVABLE GALVANIZED 34 PANEL W/SHUTOFF VALVES	MENK USA		2019204
39	1	RADIATOR SEISMIC BRACING (SEG 3 "A" BANK)			
40	1	RADIATOR SEISMIC BRACING (SEG 4)			
41	2	SUDDEN PRESSURE RELAY	QUALITROL		2020643
42	1	TANK BASE - BEVELED EDGE FOR SLIDING BOTH DIRECTIONS & NOTCHES FOR ℄ REFERENCE			2032004
43	1	TAP CHANGER - DE-ENERGIZED			
44	1	VALVE - 1/4" BALL VALVE	PARKER		2018997
45	2	VALVE - 2" FLANGED GLOBE VALVE	GG VALVES		2058987
46	2	VALVE - 2" FLANGED GLOBE VALVE WITH .375" SAMPLER	GG VALVES		2058988
47	6	VALVE - 3/4" BRONZE GLOBE VALVE	GG VALVES	A-091	2062800
48	1	WELL - LIQUID TEMPERATURE	QUALITROL		2022708
49	1	WELL - LIQUID TEMPERATURE	QUALITROL		2022708
50	1	WELL - WINDING TEMPERATURE	ACCURATE PRODUCTS		2031058

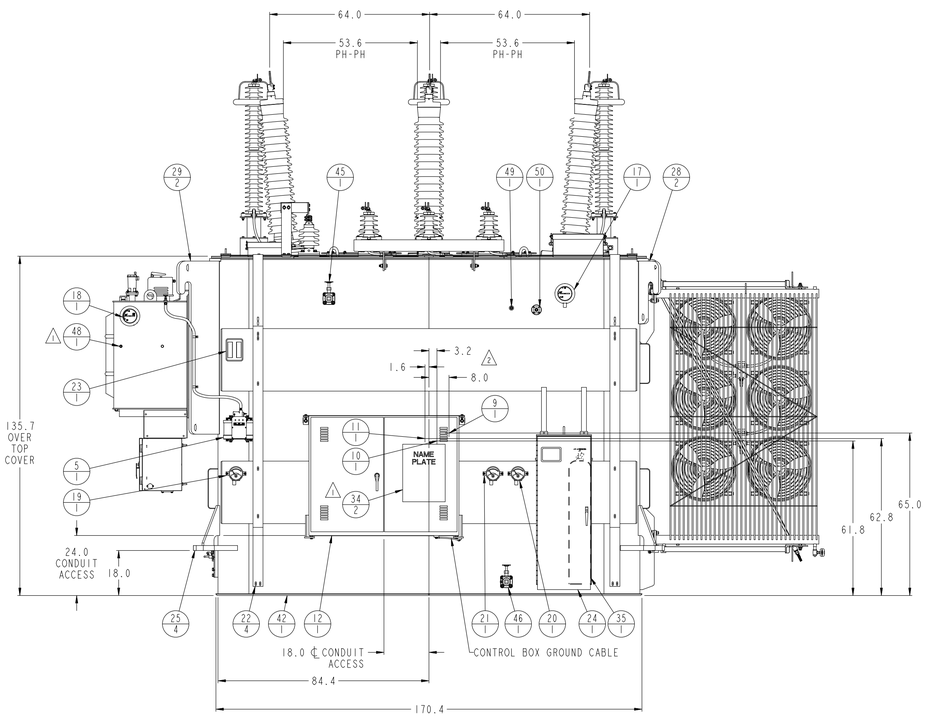
REVISIONS				
ZONE	REV	DESCRIPTION	DATE	APPROVED
SH-1	1	UPDATED QUANTITY OF MAIN TRANSFORMER NAMEPLATES; ADDED LTC LT1 WELL TO TABLE	7/18/2022	T. EAGLE
SH-1,2	2	UPDATED TANK BRACING, UNIT WEIGHTS, SHIPPING COG'S	08/31/22	T. EAGLE



NOTES:

1. TANK PAINT ANSI 70 (3 MILS MINIMUM)
2. TRANSFORMER TOP COVER EQUIPPED WITH NON-SKID FINISH
3. SEALED TANK CONSTRUCTION WITH WELDED TOP COVER
4. TANK AND FITTINGS DESIGNED FOR VACUUM FILLING IN THE FIELD
5. SEE CONTROLS WIRING FOR ALL ALARM CONTACT INFORMATION
6. ALL EXTERNAL REMOVABLE AND/OR UN-PAINTED HARDWARE STAINLESS STEEL WITH SILICON BRONZE NUTS
7. ALL EXTERNAL CONTROL WIRING ROUTED THROUGH RIGID CONDUIT EXCEPT FOR SHORT RUNS OF FLEXIBLE LIQUID TIGHT CONDUIT, AND/OR EXTERNALLY RATED CABLE TO GAUGES AND FANS
8. TRANSFORMER IS DESIGNED TO BE SHIPPED BY TRUCK
9. TRANSFORMER IS DESIGNED FOR 4600 FT ELEVATION
10. TRANSFORMER IS DESIGNED FOR OPERATION @ -34 °C
11. OIL IN TRANSFORMER IS INHIBITED
12. ADDITIONAL NAMEPLATE MOUNTED ON INSIDE OF CABINET DOOR

NOTE - THE FOLLOWING ITEMS ARE REMOVED FOR SHIPMENT:
HIGH VOLTAGE BUSHINGS INCLUDING SPADES
LOW VOLTAGE BUSHINGS SPADES
LOW VOLTAGE NEUTRAL BUSHING SPADE
HIGH VOLTAGE SURGE ARRESTERS INCLUDING PEDESTALS
HIGH VOLTAGE SURGE ARRESTER MTG BRACKETS
LOW VOLTAGE SURGE ARRESTERS
RADIATORS INCLUDING FANS
SEISMIC RADIATOR BRACING
NEUTRAL GROUND BUS CONNECTION TO COVER (2 PIECES)



SEGMENT 1

APPROXIMATE WEIGHTS			LBS.
CORE & COIL UNTANKING WEIGHT			57195
TANK, FITTINGS & RADIATORS			43125
RADS. (BOLT-ON)	13845	LBS.	
OIL - MAIN TANK	5620	GALS.	
OIL - TAPCHANGER TANK COMPARTMENT	268	GALS.	
OIL - RADIATORS	540	GALS.	
OIL - TOTAL	6428	GALS.	48210
TOTAL WEIGHT			148530
SHIPPING WEIGHTS	WITHOUT OIL		WITH OIL
SHIPPING UNIT	83510		128125
SHIPPING PARTS	20405		20405
SHIPPING TOTAL	103915		148530

LTC TRANSFORMER		
CLASS	ONAN/ONAF/ONAF	3-PHASE 60HZ
MVA	20.00/26.67/33.33	CONT TEMP RISE 55°C
MVA	22.40/29.87/37.33	CONT TEMP RISE 65°C
HV	138000 DELTA	VOLTS
LV	13200 GRDY/7620	VOLTS

PROLEC-GE WAUKESHA, INC.

waukesha

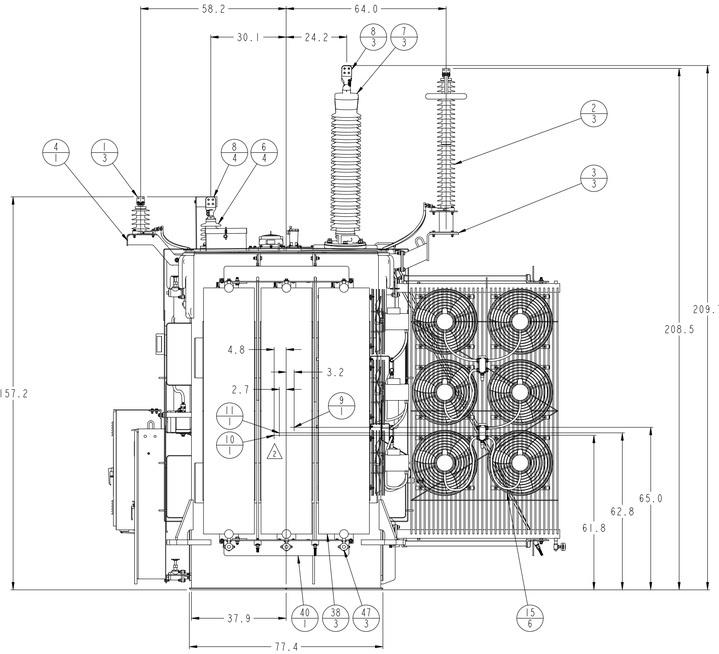
OUTLINE

DWN	CHK	DATE	UNITS
W. BOYKIN	T. EAGLE	10/29/2021	INCHES

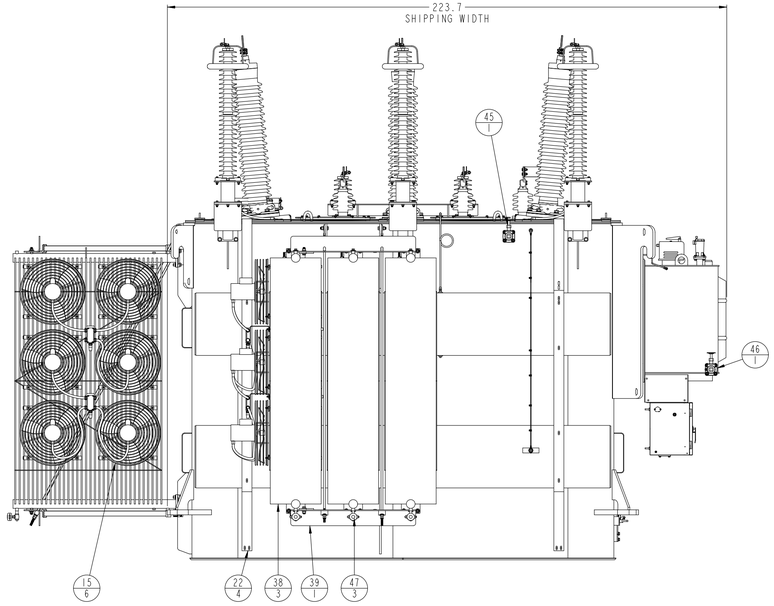
SHEET	SCALE		
1 Of 2	0.033 = 1"	P517472180	D

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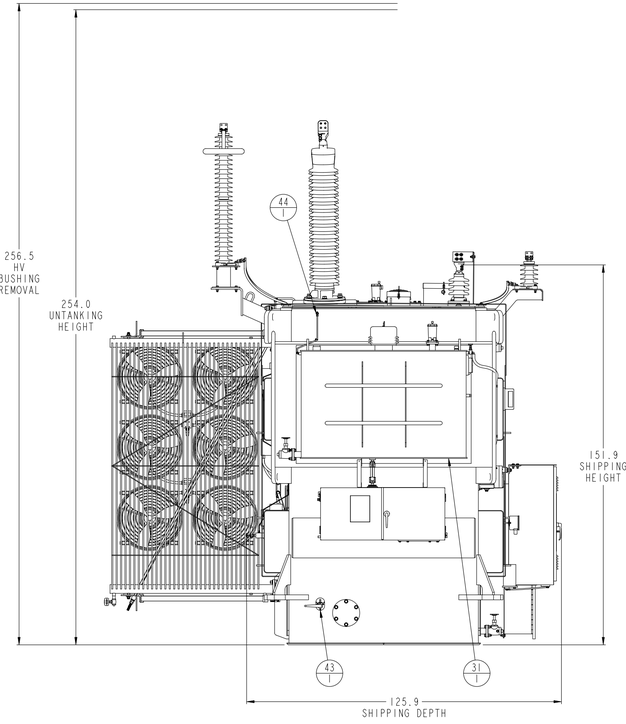
REVISIONS				
ZONE	REV	DESCRIPTION	DATE	APPROVED
SH-1	1	UPDATED QUANTITY OF MAIN TRANSFORMER NAMEPLATES; ADDED LTC LTI WELL TO TABLE	7/18/2022	T. EAGLE
SH-1,2	2	UPDATED TANK BRACING, UNIT WEIGHTS, SHIPPING COG'S	08/31/22	T. EAGLE



SEGMENT 4



SEGMENT 3



SEGMENT 2

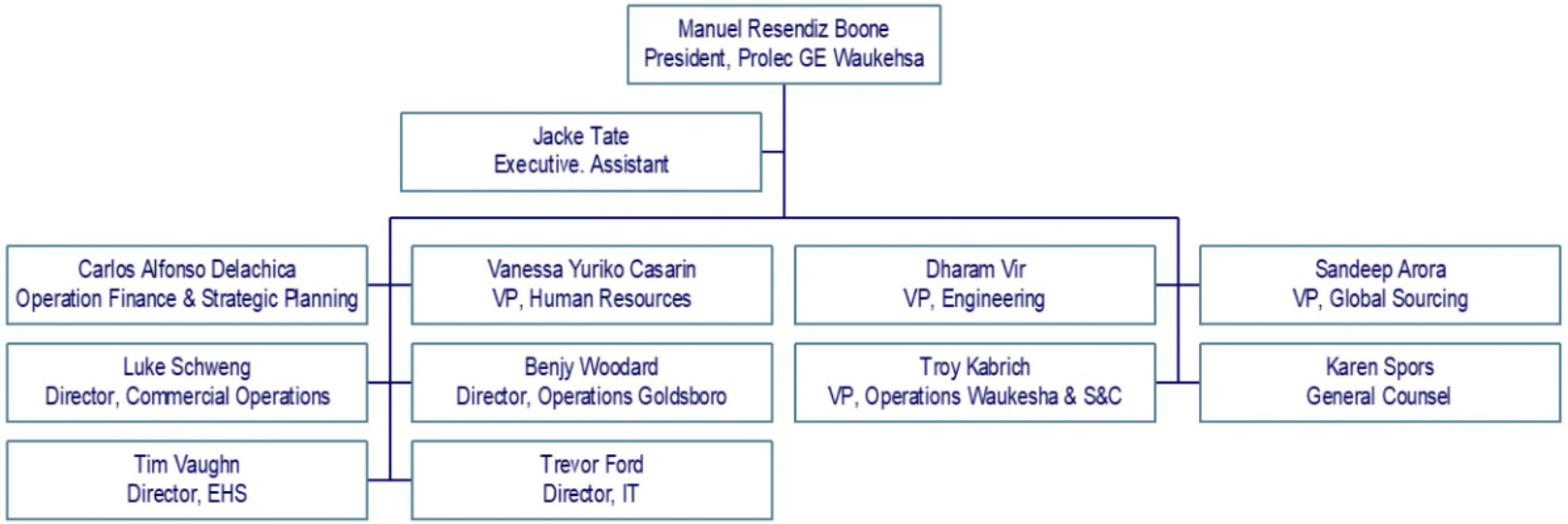
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OUTLINE

DWN	CHK	DATE	UNITS
W. BOYKIN	T. EAGLE	10/29/2021	INCHES
SHEET 2 Of 2	SCALE 0.033 = 1"	P517472180	D

Prolec GE Waukesha – Executive Team

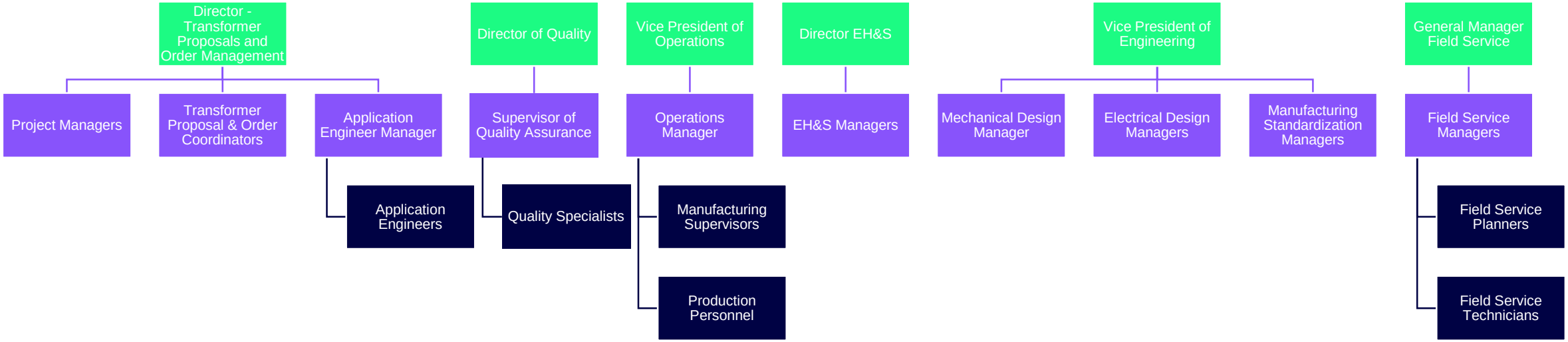


For purposes of privacy, we do not share the resumes of our employees.

As Waukesha was recently acquired and is now Prolec-GE Waukesha, more detailed Organizational Charts are being developed.

Prolec GE Waukesha Organizational Chart

Management, Technical, Manufacturing and Field Service personnel



waukesha
a prolec ge company

Similar Build References, User List: 22/33MVA

Sales Order #	Customer	Product Code	% Z	BASEHV_MVA	Max HV MVA	HV_Bil	HV_CONNECTION	HV_VOLTAGE	LV1_Bil	LV_CONNECTION	LV1_VOLTAGE	OADBLVL	LTC Type	ShipDate
WT-00207	Confidential	Standard	9.80	22.56	37.60	900	Delta	230.00	150	Grd Y	13.20	76	RMV	11/3/2009
GT-00295	Confidential	Standard	9.00	22.50	42.00	450	Delta	115.00	110	WYE	13.20	74	UZD	2/8/2010
WT-00878	Confidential	UAT	7.46	22.40	37.40	150	Delta	22.00	75	WYE	7.07	72	N/A	11/18/2011
GT-01031	Confidential	Standard	9.50	22.40	37.33	550	Grd Y	115.00	110	WYE	13.80	69	UZD	8/4/2012
GT-01033	Confidential	Standard	9.50	22.40	37.33	550	Grd Y	115.00	110	WYE	13.80	69	UZD	8/4/2012
WT-01319	Confidential	Standard	9.80	22.56	37.60	550	Delta	115.00	150	Grd Y	13.20	68	RMV	3/7/2013
GT-02081	Confidential	Standard	9.00	22.50	37.50	450	Delta	115.00	200	WYE	34.50	74	RMV	7/7/2014
GT-02152	Confidential	Standard	9.00	22.50	37.50	450	Delta	115.00	200	WYE	34.50	74	RMV	8/11/2014
WT-02297	Confidential	Standard	9.80	22.56	37.60	550	Delta	115.00	150	WYE	13.20	68	RMV	12/8/2014
WT-02372	Confidential	Standard	9.80	22.50	37.50	350	WYE	69.00	110	WYE	12.47	62	RMV	3/13/2015
WT-02373	Confidential	Standard	9.80	22.50	37.50	350	WYE	69.00	110	WYE	12.47	62	RMV	10/5/2015
GT-02495	Confidential	Standard	10.00	22.40	37.33	350	Delta	68.80	110	WYE	13.80	61	RMV	4/1/2015
GT-02666	Confidential	Standard	10.00	22.40	37.33	350	Delta	68.80	110	WYE	13.80	61	RMV	8/26/2015
GT-02797	Confidential	Standard	9.00	22.50	37.50	450	Delta	115.00	200	WYE	34.50	74	RMV	10/30/2015
GT-02879	Confidential	Standard	10.00	22.40	37.33	350	Delta	68.80	110	WYE	13.80	61	RMV	12/23/2015
GT-02947	Confidential	Standard	9.00	22.50	37.50	450	Delta	115.00	200	WYE	34.50	74	RMV	3/7/2016
GT-03004	Confidential	Standard	10.00	22.40	37.33	350	Delta	68.80	110	WYE	13.80	61	RMV	4/20/2016
GT-03005	Confidential	Standard	10.00	22.40	37.33	350	Delta	68.80	110	WYE	13.80	61	RMV	9/9/2016
GT-03078	Confidential	Standard	8.00	22.40	37.33	550	Delta	100.00	110	WYE	13.20	74	UZD	9/21/2016
GT-03079	Confidential	Standard	8.00	22.40	37.33	550	Delta	100.00	110	WYE	13.20	74	UZD	10/12/2016
WT-03108	Confidential	Standard	8.00	22.40	37.33	550	Delta	100.00	110	WYE	13.20	74	UZD	6/28/2016
WT-03109	Confidential	Standard	8.00	22.40	37.33	550	Delta	100.00	110	WYE	13.20	74	UZD	6/30/2016
GT-03136	Confidential	Standard	8.00	22.40	37.33	350	Delta	69.00	110	WYE	13.09	72	N/A	8/19/2016
GT-03137	Confidential	Standard	9.00	22.50	37.50	450	WYE	115.00	200	Delta	34.50	74	RMV	10/5/2016
GT-03148	Confidential	Standard	9.00	22.50	37.50	450	Delta	115.00	200	WYE	34.50	74	RMV	9/26/2016
GT-03265	Confidential	Standard	9.00	22.50	37.50	450	Delta	115.00	200	WYE	34.50	74	RMV	11/21/2016
GT-03278	Confidential	Standard	10.00	22.40	37.33	350	Delta	68.80	110	WYE	13.80	61	RMV	10/5/2016
GT-03279	Confidential	Standard	10.00	22.40	37.33	350	Delta	68.80	110	WYE	13.80	61	RMV	10/28/2016
GT-03478	Confidential	Standard	10.00	22.40	37.33	350	Delta	68.80	110	WYE	13.80	61	RMV	6/2/2017
GT-03480	Confidential	Standard	10.00	22.40	37.33	350	Delta	68.80	110	WYE	13.80	61	RMV	7/24/2017
GT-03481	Confidential	Standard	10.00	22.40	37.33	350	Delta	68.80	110	WYE	13.80	61	RMV	8/11/2017
GT-03482	Confidential	Standard	10.00	22.40	37.33	350	Delta	68.80	110	WYE	13.80	61	RMV	5/19/2017
GT-03523	Confidential	Standard	9.00	22.50	37.50	450	WYE	115.00	200	Delta	34.50	74	RMV	6/15/2017
WT-03536	Confidential	GSU	8.20	22.50	30.00	550	Grd Y	121.88	110	Delta	13.80	74	N/A	8/3/2017
WT-03537	Confidential	GSU	8.20	22.50	30.00	550	Grd Y	121.88	110	Delta	13.80	74	N/A	8/30/2017
WT-03538	Confidential	GSU	8.20	22.50	30.00	550	Grd Y	121.88	110	Delta	13.80	74	N/A	8/30/2017
WT-03539	Confidential	GSU	8.20	22.50	30.00	550	Grd Y	121.88	110	Delta	13.80	74	N/A	8/30/2017
GT-03663	Confidential	Standard	9.00	22.50	37.50	450	WYE	115.00	200	Delta	34.50	74	RMV	10/2/2017
GT-03838	Confidential	Standard	9.00	22.50	37.50	450	WYE	115.00	200	Delta	34.50	74	RMV	2/9/2018
GT-03918	Confidential	Standard	10.00	22.40	37.33	350	Delta	68.80	110	WYE	13.80	61	RMV	5/10/2018
GT-04047	Confidential	Standard	10.00	22.40	37.33	350	Delta	68.80	110	WYE	13.80	61	RMV	8/3/2018
GT-04224	Confidential	Standard	10.00	22.40	37.33	350	Delta	68.80	110	WYE	13.80	61	RMV	12/26/2018
GT-04355	Confidential	Standard	9.00	22.50	37.50	450	Delta	115.00	200	WYE	34.50	74	RMV	9/27/2019
WT-04560	Confidential	Standard	9.80	22.56	37.60	550	Delta	115.00	150	WYE	13.20	68	RMV	9/3/2019
GT-04622	Confidential	Standard	13.20	22.40	37.33	450	Delta	101.25	110	Grd Y	13.09	64	N/A	3/1/2023
GT-04625	Confidential	Standard	13.20	22.40	37.33	450	Delta	101.25	150	Grd Y	24.94	64	N/A	10/26/2020
GT-04667	Confidential	Standard	9.00	22.50	37.50	450	Delta	115.00	200	WYE	34.50	74	RMV	10/10/2019
GT-04732	Confidential	Standard	9.00	22.50	37.50	450	WYE	115.00	200	Delta	34.50	74	RMV	11/26/2019
WT-05086	Confidential	Standard	8.00	22.50	42.00	550	Delta	115.00	110	WYE	13.80	64	UZD	2/4/2021
GT-05167	Confidential	Standard	13.20	22.40	37.33	450	Delta	101.25	150	Grd Y	24.94	64	N/A	1/8/2021
GT-05204	Confidential	Standard	13.20	22.40	37.33	450	Delta	101.25	150	Grd Y	24.94	64	N/A	10/19/2020
GT-05205	Confidential	Standard	13.20	22.40	37.33	450	Delta	101.25	150	Grd Y	24.94	64	N/A	10/23/2020
GT-05235	Confidential	Standard	8.79	22.50	37.50	550	Delta	138.00	200	Grd Y	34.50	74	N/A	11/4/2021
GT-05254	Confidential	Standard	9.00	22.50	37.50	450	WYE	115.00	200	Delta	34.50	74	RMV	1/4/2021
WT-05450	Confidential	Standard	9.50	22.50	37.50	350	Grd Y	69.00	110	Grd Y	12.47	54	RMV	9/1/2022
WT-05451	Confidential	Standard	9.50	22.50	37.50	350	Grd Y	69.00	110	Grd Y	12.47	54	RMV	9/30/2022
WT-05456	Confidential	Standard	9.50	22.50	37.50	550	Grd Y	138.00	110	Grd Y	12.47	56	RMV	10/1/2021
WT-05457	Confidential	Standard	9.50	22.50	37.50	550	Grd Y	138.00	110	Grd Y	12.47	56	RMV	4/1/2022
GT-05546	Confidential	Standard	9.00	22.50	37.50	450	WYE	115.00	200	Delta	34.50	74	RMV	12/3/2021
GT-05554	Confidential	Standard	9.00	22.50	37.50	450	WYE	115.00	200	Delta	34.50	74	RMV	9/8/2021

References on Page 2.

Prolec GE Waukesha, Inc. (Waukesha) has over 50 years of manufacturing experience in the USA. Transformers range from 5MVA all the way up to 1200MVA and 345kV. The information noted above are similar units to the unit being requested from CUSTOMER. Waukesha ships 225 transformers on average per year from the Waukesha Plant and another 225 from its Goldsboro plant. From **2009 – 2021** when SAP ERP system was installed, SPXTS both plants have built and shipped **5,876 units**.

Waukesha values the confidentiality of our customers and has provided a list of customers who can be contacted from each of our five Territories nationwide. If further contacts or information is required, please contact Mr. Patrick Yan/Mr. Polo Orozco or Mr. Rich Simonelli.

Prolec GE Waukesha Reference List

References for each of the major material categories that we manufacture	Transformer Size	Contact	Phone number	TGM	Email
AEP	*>7.5MVA*	*Ted R. Everman*	*(614) 477-2576*	*Perry Reeder*	*treverman@aep.com*
LG&E - KU	*12-90MVA*	*Kenneth Hill*	*(859) 367-5952*	*Perry Reeder*	*kenneth.hill@lge-ku.com*
National Grid	*7.5-268MVA*	*Phillip Prout*	*(781) 907-3126*	*Perry Reeder*	*phillip.prout@us.ngrid.com*
Entergy	*7.5–180MVA*	*Andy Speegle*	*(601) 985-2602*	*Perry Reeder*	*aspeegl@entergy.com*
El Paso Electric	*10-60MVA*	*Daniel Esparza*	*(915) 543-2014*	*Perry Reeder*	*daniel.esparza@epelectric.com*
Oncor Electric Delivery	*8.4–90MVA*	*Russell Smith*	*(817) 215-6672*	*Perry Reeder*	*russell.smith@oncor.com*
Snohomish County PUD	*16.8MVA*	*Sanjeev Farwaha*	*(425) 783-5502*	*Patrick Yan*	*SFAwaha@SNOPUD.com*
Colorado Springs Utilities	*10-22.5MVA; 169MVA*	*Stan Schawe*	*(719) 668-4132*	*Polo Orozco*	*sschawe@csu.org*
Southern Company Services	20-60MVA	*Rod Sauls*	*(205) 257-4143*	*Matt Webb*	*resauls@southernco.com*
Duke Energy	*20-200MVA*	*Scott Digby, PE*	*(919) 546-5798*	*Matt Webb*	*scott.digby@duke-energy.com*
Jacksonville Electric Authority	*6.8-240 MVA*	*Brian Quarterman*	*(904) 665-6452*	*Matt Webb*	*quarbj@jea.com*
Orlando Utility Commission	*15-200 MVA*	*Steve Brennan*	*(407) 434-4124*	*Matt Webb*	*Sbrennan@ouc.com*
Kissimmee Utility Authority	*24-40 MVA*	*Thomas Lind*	*(407) 933-7777 ext. 6610*	*Matt Webb*	*Tlind@kua.com*
Kissimmee Utility Authority	*24-40 MVA*	*Matt Wetzel*	*(407) 933-7777 ext. 6620*	*Matt Webb*	*Mwetzel@kua.com*

Prolec-GE Waukesha, Inc.
List of Utah Customers by Zip and City

Postl Code	City
84103	SALT LAKE CITY
84010	BOUNTIFUL
84602	PROVO
84058	OREM
84070	SALT LAKE CITY
84601	PROVO
84765	SANTA CLARA
84770	ST. GEORGE
84714	BERYL
84701	RICHFIELD
84032	HEBER
84737	HURRICANE
84037	KAYSVILLE
84044	MAGNA
84043	LEHI
84321	LOGAN
84043	LEHI
84066	ROOSEVELT
84647	MT. PLEASANT
84157-0520	MURRAY
84014	CENTERVILLE
84116	SALT LAKE CITY
	PAROWAN
84651	PAYSON
84115	SALT LAKE CITY
	PRICE
84651	PAYSON
84651	PAYSON
84660	SPANISH FORK
84663	SPRINGVILLE
84651	PAYSON
84005	EAGLE MOUNTAIN
84138-1102	SALT LAKE CITY
84103	SALT LAKE CITY
84780	WASHINGTON
84130	SALT LAKE CITY
84087-1435	WOODS CROSS
84302	BRIGHAM CITY
84170-2070	SALT LAKE CITY
84653	SALEM
84047	MIDVALE
84404-3210	OGDEN
84648	NEPHI
84124	SALT LAKE CITY
84047-5559	MIDVALE
84070	SANDY
84032	HEBER CITY
84087	WOODS CROS

Prolec-GE Waukesha, Inc.
List of Utah Customers by Zip and City

84302	BRIGHAM CITY
84170-2070	SALT LAKE CITY
84653	SALEM
84047	MIDVALE
84404-3210	OGDEN
84648	NEPHI
84124	SALT LAKE CITY
84047-5559	MIDVALE
84070	SANDY
84032	HEBER CITY
84087	WOODS CROS
84104	SALT LAKE CITY
84106-2749	SALT LAKE CITY
84042	DRAPER
84047	MIDVALE

Waukesha respects the privacy of our customers and has provided the zip code and city of our Utah customers, to fulfill the RFQ requirements.



Waukesha, Wisconsin, operations began when founders of RTE assembled a team of transformer experts in August 1969 to renovate the RTE distribution transformer facility on Lincoln Avenue in Waukesha to challenge GE and Westinghouse in distribution transformers and expand into manufacturing power transformers. Shortly thereafter, a meeting took place with the president of ASEA, the 12th largest heavy electrical equipment company in the world at the time. This meeting led to the joint venture of RTE and ASEA to design and manufacture power transformers for the U.S. market, with the agreement signed on February 8, 1970.

Once the agreement was signed, a flurry of activity began, including locating a piece of vacant land that could accommodate a power transformer manufacturing facility with room for expansion. That land was located on South Prairie Avenue in Waukesha and, after finalizing the more than 150,000 square foot layout and design, RTE-ASEA, Inc., broke ground on its new building in July 1970.

Fast forward to today, the facility encompasses 516,000 square feet of manufacturing and office space on nearly 20 acres of land and serves as the daily workplace for nearly 700 people. After completion of major plant expansions in 2001 and 2010 (EHV facility), our production capabilities now include units up to 1200 MVA top-rated for autotransformers, up to 345kV. In addition to our in-house Design Engineering and Mechanical staff, we employ our own Service, Warranty and Components group for complete transformer service offerings. Waukesha is recognized as one of the largest U.S. manufacturers, abiding by IEEE, ANSI, NEMA and ISO 9001:2008 quality standards.

In October 2021 Prolec GE acquired the Waukesha, Goldsboro and Dallas facilities, broadening the portfolios of GE Prolec, Prolec GE and Waukesha. Now with plants in the U.S., Mexico and Brazil, we can offer our customers six facilities and wide offering of transformer products and services for many applications.

Access a full timeline view for the Waukesha Transformer history by visiting:
https://www.waukeshatransformers.com/about-us/history/

Prolec-GE
Waukesha, Inc.

Financial Statements as of and for the
Years Ended December 31, 2024 and 2023,
and Independent Auditor's Report

PROLEC-GE WAUKESHA, INC.

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INDEPENDENT AUDITOR'S REPORT

Prolec-GE Waukesha, Inc.
400 S. Prairie Ave
Waukesha, WI 53186

Opinion

We have audited the financial statements of Prolec-GE Waukesha, Inc. (the "Company"), which comprise the statements of financial position as of December 31, 2024 and 2023 and the related statements of profit or loss, comprehensive income, changes in stockholder's equity, and cash flows for the years then ended, and the related notes to the financial statements (collectively referred to as the "financial statements").

In our opinion, the accompanying financial statements present fairly, in all material respects, the financial position of the Company as of December 31, 2024 and 2023, and the results of its operations and its cash flows for the years then ended in accordance with IFRS Accounting Standards as issued by the International Accounting Standards Board (IASB).

Basis for Opinion

We conducted our audits in accordance with auditing standards generally accepted in the United States of America (GAAS). Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the Company and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audits. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Emphasis of Matter—Transactions with Related Parties

We draw attention to Notes 1 and 12 which contain disclosures about transactions with related parties. Due to the nature and extent of such transactions, the Company's financial position, results of operations, and cash flows may not reflect the balances and results that the Company would have realized had it been dealing exclusively with unrelated parties. Our opinion is not modified with respect to this matter.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with IFRS Accounting Standards as issued by the IASB, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is responsible for assessing the Company's ability to continue as a going concern at least, but not limited to, twelve months from the end of the reporting period, disclosing, as applicable, matters related to going concern and using the going concern basis of accounting unless management either intends to liquidate the Company or to cease operations, or has no realistic alternative but to do so.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

March 28, 2025

PROLEC-GE WAUKESHA, INC.

STATEMENTS OF FINANCIAL POSITION
AS OF DECEMBER 31, 2024 AND 2023
(Thousands of US Dollars)

	Notes	2024	2023
ASSETS			
CURRENT ASSETS:			
Cash and cash equivalents	6	$101,866	$111,521
Restricted cash	6	3,326	-
Trade accounts receivables—net	7	87,332	72,176
Due from related parties	12	13,455	9,765
Derivative financial instruments		-	8
Other accounts receivable	8	12,353	51,573
Inventories	9	121,469	108,149
Total current assets		339,801	353,192
NON-CURRENT ASSETS:			
Investments in Menk USA, LLC	13	35,791	-
Investments in associates and joint ventures	14	-	7,052
Property, plant and equipment—net	10	165,642	170,790
Goodwill	15	3,530	-
Rights of use assets—net	11	9,538	8,795
Total non-current assets		214,501	186,637
TOTAL ASSETS		$554,302	$539,829

(Continued)

PROLEC-GE WAUKESHA, INC.

STATEMENTS OF FINANCIAL POSITION
AS OF DECEMBER 31, 2024 AND 2023
(Thousands of US Dollars)

	Notes	2024	2023
LIABILITIES AND STOCKHOLDER'S EQUITY			
CURRENT LIABILITIES:			
Trade accounts payable		$ 39,506	$ 37,176
Advances from customers		212,360	250,153
Other short-term accounts payable	16	37,400	31,404
Due to related parties	12	4,505	2,190
Liabilities for leased assets	17	2,406	1,789
Derivative financial instruments		59	-
Taxes payable		3,818	709
Total current liabilities		300,054	323,421
NON-CURRENT LIABILITIES:			
Other long-term accounts payable	18	6,039	6,007
Long-term liabilities for leased assets	17	7,236	5,958
Deferred income tax liabilities—net	24	29,277	31,918
Total non-current liabilities		42,552	43,883
Total liabilities		342,606	367,304
STOCKHOLDER'S EQUITY:	25		
Accumulated other comprehensive (loss) income		(45)	6
Retained earnings		211,741	172,519
Total stockholder's equity		211,696	172,525
TOTAL LIABILITIES AND STOCKHOLDER'S EQUITY		$554,302	$539,829

See accompanying notes to financial statements. (Concluded)

PROLEC-GE WAUKESHA, INC.

STATEMENTS OF PROFIT OR LOSS
FOR THE YEARS ENDED DECEMBER 31, 2024 AND 2023
(Thousands of US Dollars)

	Notes	2024	2023
NET SALES	19	$654,737	$529,068
COST OF SALES	20	473,522	419,129
GROSS PROFIT		181,215	109,939
OPERATING EXPENSES:			
Sales expenses	20	27,460	23,496
Administrative expenses	20	35,584	21,171
Other income—net	21	(6,198)	(312)
Total operating expenses		56,846	44,355
OPERATING PROFIT		124,369	65,584
FINANCE INCOME:			
Finance costs	22	(162)	(47)
Interest income		3,986	2,952
		3,824	2,905
PROFIT AFTER FINANCE INCOME		128,193	68,489
PROFIT SHARE IN INCOME OF ASSOCIATES AND JOINT VENTURES	14	1,913	1,668
PROFIT SHARE IN LOSS OF MENK USA, LLC	13	(1)	-
PROFIT BEFORE INCOME TAXES		130,105	70,157
INCOME TAX EXPENSE	24	30,883	14,432
NET PROFIT		$ 99,222	$ 55,725

See accompanying notes to financial statements.

PROLEC-GE WAUKESHA, INC.

STATEMENTS OF COMPREHENSIVE INCOME
FOR THE YEARS ENDED DECEMBER 31, 2024 AND 2023
(Thousands of US Dollars)

	Notes	2024	2023
NET PROFIT		$99,222	$55,725
OTHER COMPREHENSIVE (LOSS) INCOME—Items that may be reclassified subsequently to profit or movement on derivative financial instrument effect, net of income taxes of ($14) and $2 in 2024 and 2023, respectively		(51)	228
Total other comprehensive (loss) income		(51)	228
TOTAL COMPREHENSIVE INCOME		$99,171	$55,953

See accompanying notes to financial statements.

PROLEC-GE WAUKESHA, INC.

STATEMENTS OF CHANGES IN STOCKHOLDER'S EQUITY
FOR THE YEARS ENDED DECEMBER 31, 2024 AND 2023
(Thousands of US Dollars)

	Accumulated Other Comprehensive (loss) Income	Retained Earnings	Total Stockholder's Equity
BALANCE—January 1, 2023	$(222)	$141,794	$141,572
Dividends paid	-	(25,000)	(25,000)
Net profit	-	55,725	55,725
Valuation effect of financial instrument	228	-	228
BALANCE—December 31, 2023	6	172,519	172,525
Dividends paid	-	(60,000)	(60,000)
Net profit	-	99,222	99,222
Valuation effect of financial instrument	(51)	-	(51)
BALANCE—December 31, 2024	$ (45)	$211,741	$211,696

See accompanying notes to financial statements.

PROLEC-GE WAUKESHA, INC.

STATEMENTS OF CASH FLOWS
FOR THE YEARS ENDED DECEMBER 31, 2024 AND 2023
(Thousands of US Dollars)

	Notes	2024	2023
Profit before income taxes		$130,105	$ 70,157
Adjustments for:			
Depreciation and amortization	10	16,324	15,799
Depreciation of rights of use assets	11	2,627	441
Derivative financial instrument valuation effect		-	72
Loss on sale of property, plant and equipment		1,637	97
Disposals of rights of use assets and liabilities		-	262
Profit share in loss of Menk USA, LLC		1	-
Profit share in income of associates and joint ventures		(1,913)	(1,668)
Gain on investments in associates and joint ventures		(2,463)	-
Interest expense		162	-
Interest income		(3,986)	(2,952)
Operating cash flows before movements in working capital		142,494	82,208
Changes in:			
Trades accounts receivables		(15,156)	(2,517)
Inventories		(13,320)	(12,905)
Other accounts receivable		39,220	14,878
Due from related parties		(3,690)	(9,526)
Due to related parties		2,315	(6,728)
Trade accounts payable		2,601	(199)
Advances from customers		(37,793)	57,171
Other short-term and long-term accounts payable		2,702	5,751
Income taxes		(30,401)	(16,005)
Other		-	(10)
Net cash generated by operating activities		88,972	112,118
INVESTING ACTIVITIES:			
Acquisition of property, plant and equipment	10	(13,084)	(8,264)
Business acquisition, net of cash in escrow	2	(24,760)	-
Distributions from investment in associates and joint ventures		194	1,083
Interest received		3,986	2,952
Net cash used in investing activities		(33,664)	(4,229)
FINANCING ACTIVITIES:			
Liability payments for asset leases		(1,475)	(1,272)
Dividends paid		(60,000)	(25,000)
Other long-term liabilities paid		-	(250)
Interest paid		(162)	(47)
Net cash used in financing activities		(61,637)	(26,569)
NET (DECREASE) INCREASE IN CASH, CASH EQUIVALENTS, AND RESTRICTED CASH		(6,329)	81,320
CASH, CASH EQUIVALENTS, AND RESTRICTED CASH—Beginning of the period		111,521	30,201
CASH, CASH EQUIVALENTS, AND RESTRICTED CASH—End of the period		$105,192	$111,521

See accompanying notes to financial statements.

1. CORPORATE INFORMATION

Prolec-GE Waukesha, Inc. ("Waukesha" or the "Company"), a wholly-owned subsidiary of GE-Prolec Transformers, Inc. (the "Parent Company"), is a trade company engaged mainly in manufacturing, distributing, and selling electrical transformers for the generation, transmission, and distribution of electrical energy. These products are manufactured on site in Waukesha, Wisconsin. GE-Prolec Transformers, Inc. is a joint venture between Prolec, S.A. de C.V. and GE Vernova Inc., each party holding a 50% interest in GE-Prolec Transformers, Inc. The Company has one subsidiary, Menk USA, LLC ("Menk"), which is 100% owned.

On March 28, 2025, the Board of Directors of the Company authorized the issuance of the accompanying financial statements and notes thereto.

2. RELEVANT EVENTS

a) During 2024:

Acquisition of Menk USA, LLC

On August 31, 2024, the Company completed the acquisition of the remaining 66.67% equity interest in Menk, a limited liability company that was previously recognized as an investment in an associate. The Company previously held a 33.33% equity interest.

Menk's main operations consist of manufacturing and selling radiators and cooling systems, primarily to transformer manufacturers in the United States, Canada, and Mexico. Waukesha gained control of Menk by purchasing the remaining 66.67% stake from Menk U.S. Holdings, Inc., thus obtaining 100% ownership, for cash consideration of $28,086. The net consideration transferred, after deducting cash received, amounted to $17,824.

The transaction has been accounted for as a business combination achieved in stages. At August 31, 2024, the previously held 33.33% interest in Menk was remeasured to its fair value of $11,235 on the transaction date resulting in a gain of $2,463 recognized in the statements of profit or loss.

Below is a summary of the consideration transferred and the recognized amounts of acquired assets and assumed liabilities as of the acquisition date:

Cash consideration	$ 28,086
Fair value of previously held 33% equity interest	11,235
Total consideration	39,321
Identifiable acquired assets and assumed liabilities:	
Cash	$ 10,262
Accounts receivable—net	7,465
Inventories	1,585
Other receivables	138
Property, plant, and equipment	12,747
Intangible assets	9,706
Total assets	41,903
Accounts payable	429
Other short-term liabilities	912
Deferred income tax liabilities	4,771
Total liabilities	6,112
Net identifiable assets	35,791
Goodwill	$ 3,530

The results of the acquired operations have been included in the accompanying financial statements from the acquisition date onward.

3. BASIS OF PREPARATION

a) Statement of Compliance—The financial statements have been prepared in accordance with International Financial Reporting Standards ("IFRS") as issued by the International Accounting Standards Board ("IASB").

The accompanying financial statements have been prepared to present the unconsolidated financial position, profit and loss, stockholders' equity, and cash flows of Prolec-GE Waukesha, Inc. The Company's investment in Menk is stated under the equity basis of accounting, which is at cost plus equity in undistributed earnings from date of acquisition.

b) Basis of Measurement—The financial statements have been prepared on the historical cost basis except for the following material items in the statements of financial position:

- Non-derivative financial liabilities are measured at amortized cost.

4. SUMMARY OF MATERIAL ACCOUNTING POLICIES

The accounting policies set out below have been applied consistently to all periods presented in these financial statements.

The material accounting policies applied in the preparation of the financial statements, are as follows:

a) Financial Instruments—Financial assets and financial liabilities are recognized in the Company's statements of financial position when the Company becomes a party to the contractual provisions of the instrument.

Financial assets and financial liabilities are initially measured at fair value, except for trade receivables that do not have a significant financing component which are measured at transaction price. Transaction costs that are directly attributable to the acquisition or issue of financial assets and financial liabilities (other than financial assets and financial liabilities at fair value through profit or loss) are added to or deducted from the fair value of the financial assets or financial liabilities, as appropriate, on initial recognition. Transaction costs directly attributable to the acquisition of financial assets or financial liabilities at fair value through profit or loss are recognized immediately in profit or loss.

Financial assets are classified as they are subsequently measured to:

i. Amortized cost;
ii. Fair value through comprehensive income (FVTOCI); or
iii. Fair value through profit or loss (FVTPL).

The classification at the time of initial recognition depends on the Company's business model for managing financial assets and the characteristics of contractual cash flows of the financial asset.

1. Financial assets at amortized cost

   A financial asset shall be measured at the amortized cost if the following two conditions are met:

   a) The financial asset is kept within a business model whose objective is to maintain financial assets to obtain contractual cash flows; and

   b) The contractual conditions of the financial asset give rise, on specified dates, to cash flows that are only principal payments and interest on the amount of the principal outstanding.

   After initial recognition, a financial asset at amortized cost is measured using the effective interest method minus any impairment loss.

   A gain or loss on a financial asset that is measured at the amortized cost and is not part of a hedging ratio will be recognized in the profit or loss of the period when the financial asset is derecognized, reclassified, through the amortization process, or to recognize loss due to impairment.

2. Derecognition of financial assets

   The Company derecognizes a financial asset only when:

   - The contractual rights on the cash flows of the financial asset expire; or
   - When it transfers the financial asset and substantially all the risks and rewards of ownership of the asset to another entity.

If the Company does not transfer or substantially retain all the risks and benefits inherent to the property and continues to retain control of the transferred asset, the Company will recognize its participation in the asset and the associated obligation for the amounts it would have to pay. If the Company substantially retains all the risks and benefits inherent to the ownership of a transferred financial asset, the Company continues to recognize the financial asset and also recognizes a collateral loan for the resources received.

3. Impairment of financial assets

The Company recognizes expected credit losses on a financial asset at amortized cost and a financial asset at FVTOCI. Credit loss is the difference between all contractual cash flows that are due to an entity in accordance with the contract and all the cash flows that the Company expects to receive (i.e., all cash shortfalls) discounted at the rate of original effective interest. The cash flows that are considered include those arising from the sale of collateral guarantees held or other credit enhancements that are an integral part of the contractual terms.

The expected credit losses are recognized in two stages. When the credit risk of a financial instrument has not increased significantly since the initial recognition, the Company will measure the expected credit losses for losses for that financial instrument at an amount equal to the expected credit losses in the next 12 months. If the credit risk of a financial instrument has increased significantly since its initial recognition, the expected credit losses will be measured for an amount equal to the expected credit losses during the life of the asset.

The Company recognizes in profit or loss, as a gain or loss due to impairment, the amount of expected credit losses (or reversals) in which it is required to adjust the value adjustment for losses on the date of presentation. For trade accounts receivable, the Company measures the expected credit losses for losses at an amount equal to the expected credit losses during the life of the asset. The Company calculates the expected credit losses on trade accounts receivable using provision matrix, using its experience of historical credit losses, adjusted by current conditions and forecasts of future economic conditions, as well as renegotiations or modifications in the contractual terms.

Financial liabilities are classified as financial liabilities at FVTPL or as amortized cost.

In the initial recognition, the Company measures a financial liability at its fair value less the transaction costs that are directly attributable to the financial liability.

a) Financial liabilities at FTVPL

Financial liabilities at FVTPL are financial liabilities classified as held for trading or are designated at fair value with changes through profit or loss:

A financial liability is classified as held for trading if:

- It has been incurred principally for the purpose of repurchasing it in the near term; or
- It is part of a portfolio of identified financial instruments that the Company manages together and has a recent actual pattern of short-term profit-taking; or
- It is a derivative, except for a derivative that is a financial guarantee contract or a designated and effective hedging instrument.

Financial liabilities other than financial liabilities held for trading may be designated as at FVTPL upon initial recognition if:

- Such designation eliminates or significantly reduces a measurement or recognition inconsistency that would otherwise arise; or
- The financial liability forms part of a group of financial assets or financial liabilities or both, which is managed, and its performance is evaluated on a fair value basis, in accordance with the Company's documented risk management or investment strategy, and information about the grouping is provided internally on that basis; or
- It forms part of a contract containing one or more embedded derivatives, and IFRS 9, *Financial Instruments*, permits the entire combined contract (asset or liability) to be designated as at FVTPL.

Financial liabilities at FVTPL are stated at fair value, with any gains or losses arising on remeasurement recognized in profit or loss. The net gain or loss recognized in profit or loss incorporates any interest paid on the financial liability and is included in the line item "other income–net" in the statements of profit or loss and other comprehensive (loss) income. The Company has not designated any liability to be measured at FVTPL.

b) Amortized cost

Financial liabilities at amortized cost (including borrowings and payables) are subsequently measured at amortized cost using the effective interest method.

The effective interest rate method is a method to calculate the amortized cost of a financial liability and of allocating interest expense over the relevant period. The effective interest rate is the rate that exactly discounts cash flows estimated throughout the expected life of the financial liability, or (when appropriate) in a shorter period with the net carrying amount of the financial liability at the initial recognition.

c) Derecognition of financial liabilities

The Company derecognizes financial liabilities when, and only when, the Company's obligations are discharged, cancelled or have expired. The difference between the carrying amount of the financial liability derecognized and the consideration paid and payable is recognized in profit or loss.

b) Inventories—Inventories are valued at the lower of cost or net realizable value. Cost includes direct materials and, where applicable, direct labor costs and overhead incurred to bring inventories to their current location and condition. The cost is calculated using the weighted average cost method. The net realizable value represents the estimated sales price minus all estimated completion costs and the costs incurred in marketing, selling, and distributing.

c) Property, Plant and Equipment—Net—Property, plant and equipment are presented at cost less accumulated depreciation and any accumulated impairment losses.

Property, plant and equipment are recognized at the acquisition cost and include expenses that are directly attributable to the acquisition of the property, among others, these costs can be the cost of materials and direct labor, any other costs directly attributable to the location of the asset in the place and conditions necessary for their use and interest expense on capitalized borrowings.

Properties in the course of construction for production, supply or administrative purposes are carried at cost, less any recognized impairment loss. Such properties are classified to the appropriate categories of property, plant and equipment when completed and ready for intended use. Depreciation of these assets, on the same basis as other property assets, begins when the assets are ready for their intended use.

Land is not depreciated.

Depreciation is recognized to carry the cost or valuation of assets (other than freehold land and properties under construction), less their residual value over their useful lives using the straight-line method. The estimated useful lives, residual value and depreciation method are reviewed at the end of each year, and the effect of any changes in the estimate accounted for on a prospective basis.

An item of property, plant and equipment is derecognized upon disposal or when no future economic benefits are expected to arise from the continued use of the asset. Any gain or loss arising on the disposal or retirement of an item of property, plant and equipment is determined as the difference between the sales proceeds and the carrying amount of the asset and is recognized in profit or loss.

Maintenance and minor repair expenses are recorded in profit or loss as incurred.

Leasehold improvements are amortized at the shortest term of the agreement and useful life of the improvement.

d) Impairment of Tangible Assets—At the end of each reporting period, the Company reviews the carrying amounts of its tangible assets to determine whether there is any indication that those assets have suffered an impairment loss. If any such indication exists, the recoverable amount of the asset is estimated in order to determine the extent of the impairment loss (if any). When it is not possible to estimate the recoverable amount of an individual asset, the Company estimates the recoverable amount of the cash-generating unit to which the asset belongs. When a reasonable and consistent basis of allocation can be identified, corporate assets are also allocated to individual cash-generating units, or otherwise they are allocated to the smallest group of cash-generating units for which a reasonable and consistent allocation basis can be identified.

Recoverable amount is the higher of fair value less costs to sell and value in use. In assessing value in use, the estimated future cash flows are discounted to their present value using a pre-tax discount rate that reflects current market assessments of the time value of money and the risks specific to the asset for which the estimates of future cash flows have not been adjusted.

If the recoverable amount of an asset (or cash-generating unit) is estimated to be less than its carrying amount, the carrying amount of the asset (or cash-generating unit) is reduced to its recoverable amount. An impairment loss is recognized immediately in profit or loss.

When an impairment loss subsequently reverses, the carrying amount of the asset (or a cash-generating unit) is increased to the revised estimate of its recoverable amount, but so that the increased carrying amount does not exceed the carrying amount that would have been determined had no impairment loss been recognized for the asset (or cash generating unit) in prior years. A reversal of an impairment loss is recognized immediately in profit or loss.

e) Goodwill—Goodwill arising on an acquisition of a business is carried at cost as established at the date of acquisition of the business less any accumulated impairment losses.

Goodwill is not amortized but is reviewed for impairment at least annually. For the purpose of evaluating impairment, goodwill is assigned to each cash-generating unit (or groups of cash-generating units) of the Company, which is expected to benefit from the synergies of the combination. A cash-generating unit to which goodwill has been allocated is tested for impairment annually, or more frequently when there is an indication that the unit may be impaired. If the recoverable amount of the cash-generating unit is less than its carrying amount, the impairment loss is allocated first to reduce the carrying amount of any goodwill allocated to the unit and then to the other assets of the unit pro rata based on the carrying amount of each asset in the unit, and based on the book value of each asset within the unit. Any impairment loss for goodwill is recognized directly in profit or loss. An impairment loss recognized for goodwill is not reversed in subsequent period.

On disposal of the relevant cash-generating unit, the attributable amount of goodwill is included in the determination of the profit or loss on disposal.

f) Investments in Associates and Joint Ventures—An associate is a company over which the Company has significant influence. Significant influence is the power to participate in the financial and operating policy decisions of the investee but is not control or joint control over those policies.

A joint venture is a joint arrangement whereby the parties that have joint control of the arrangement have rights to the net assets of the joint arrangement. Joint control is the contractually agreed sharing of control of an arrangement, which exists only when decisions about the relevant activities require unanimous consent of the parties sharing control.

The results and assets and liabilities of associates or joint ventures are incorporated in these financial statements using the equity method of accounting, except when the investment, or a portion thereof, is classified as held for sale, in which case it is accounted for in accordance with IFRS 5, *Non-current Assets Held for Sale and Discontinued Operations*.

Under the equity method, an investment in an associate or a joint venture is initially recognized in the statements of financial position at cost and adjusted thereafter to recognize the Company's share of the profit or loss and other comprehensive income of the associate or joint venture. When the Company's share of losses of an associate or a joint venture exceeds the Company's interest in that associate or joint venture (which includes any long-term interests that, in substance, form part of the Company's net investment in the associate or joint venture), the Company discontinues recognizing its share of further losses. Additional losses are recognized only to the extent that the Company has incurred legal or constructive obligations or made payments on behalf of the associate or joint venture.

An investment in an associate or a joint venture is accounted for using the equity method from the date on which the investee becomes an associate or a joint venture. On acquisition of the investment in an associate or a joint venture, any excess of the cost of the investment over the Company's share of the net fair value of the identifiable assets and liabilities of the investee is recognized as goodwill, which is included within the carrying amount of the investment. Any excess of the Company's share of the net fair value of the identifiable assets and liabilities over the cost of the investment, after reassessment, is recognized immediately in profit or loss in the period in which the investment is acquired.

The requirements of IAS 36, *Impairment of Assets*, are applied to determine whether it is necessary to recognize any impairment loss with respect to the Company's investment in an associate or a joint venture. When necessary, the entire carrying amount of the investment (including goodwill) is tested for impairment in accordance with IAS 36 as a single asset by comparing its recoverable amount (higher of value in use and fair value less costs to sell) with its carrying amount. Any impairment loss recognized forms part of the carrying amount of the investment. Any reversal of that impairment loss is recognized in accordance with IAS 36 to the extent that the recoverable amount of the investment subsequently increases.

The Company discontinues the use of the equity method from the date when the investment ceases to be an associate or a joint venture, or when the investment is classified as held for sale. When the Company retains an interest in the former associate or joint venture and the retained interest is a financial asset, the Company measures the retained interest at fair value at that date and the fair value is regarded as its fair value on initial recognition in accordance with IFRS 9. The difference between the carrying amount of the associate or joint venture at the date the equity method was discontinued, and the fair value of any retained interest and any proceeds from disposing of a part interest in the associate or joint venture is included in the determination of the gain or loss on disposal of the associate or joint venture. In addition, the Company accounts for all amounts previously recognized in other comprehensive income in relation to that associate or joint venture on the same basis as would be required if that associate or joint venture had directly disposed of the related assets or liabilities.

Therefore, if a gain or loss previously recognized in other comprehensive income by that associate or joint venture would be reclassified to profit or loss on the disposal of the related assets or liabilities, the Company reclassifies the gain or loss from equity to profit or loss (as a reclassification adjustment) when the equity method is discontinued.

When the Company reduces its ownership interest in an associate or a joint venture but the Company continues to use the equity method, the Company reclassifies to profit or loss the proportion of the gain or loss that had previously been recognized in other comprehensive income relating to that reduction in ownership interest if that gain or loss would be reclassified to profit or loss on the disposal of the related assets or liabilities.

When a group company transacts with an associate or a joint venture of the Company, profits and losses resulting from the transactions with the associate or joint venture are recognized in the Company's financial statements only to the extent of interests in the associate or joint venture that are not related to the Company.

g) Business Combinations—Acquisitions of businesses are accounted for using the acquisition method. The consideration transferred in a business combination is measured at fair value, which is calculated as the sum of the fair values of the assets transferred by the Company, less liabilities incurred by the Company to the former owners of the acquire and the equity interests issued by the Company in exchange for control of the acquire. Acquisition-related costs are generally recognized in profit or loss as incurred.

At the acquisition date, the identifiable assets acquired and the liabilities assumed are recognized at their fair value, except that:

- Deferred tax assets or liabilities, and assets or liabilities related to employee benefit arrangements are recognized and measured in accordance with IAS 12, *Income Taxes*, and IAS 19, *Employee Benefits*, respectively;

- Liabilities or equity instruments related to share-based payment arrangements of the acquire or share-based payment arrangements of the Company entered into to replace share-based payment arrangements of the acquire are measured in accordance with IFRS 2, *Share-based Payments*, at the acquisition date, and

- Assets (or disposal groups) that are classified as held for sale in accordance with IFRS 5, *Non-current Assets Held for Sale and Discontinued Operations*, are measured in accordance with that standard.

Goodwill is measured as the excess of the sum of the consideration transferred, the amount of any non-controlling interests in the acquire, and the fair value of the acquirer's previously held equity interest in the acquire (if any) over the net of the acquisition-date amounts of the identifiable assets acquired and the liabilities assumed. If, after reassessment, the net of the acquisition-date amounts of the identifiable assets acquired and liabilities assumed exceeds the sum of the consideration transferred, the amount of any non-controlling interests in the acquire and the fair value of the acquirer's previously held interest in the acquire (if any), the excess is recognized immediately in profit or loss as a bargain purchase gain.

Non-controlling interests that are present ownership interests and entitle their holders to a proportionate share of the Company's net assets in the event of liquidation may be initially measured either at fair value or at the non-controlling interests' proportionate share of the recognized amounts of the acquires identifiable net assets. The choice of measurement basis is made on a transaction-by-transaction basis. Other types of non-controlling interests are measured at fair value or, when applicable, on the basis specified in another IFRS.

When the consideration transferred by the Company in a business combination includes assets or liabilities resulting from a contingent consideration arrangement, the contingent consideration is measured at its acquisition-date fair value and included as part of the consideration transferred in a business combination. Changes in the fair value of the contingent consideration that qualify as measurement period adjustments are adjusted retrospectively, with corresponding adjustments against goodwill. Measurement period adjustments are adjustments that arise from additional information obtained during the 'measurement period' (which cannot exceed one year from the acquisition date) about facts and circumstances that existed at the acquisition date.

The subsequent accounting for changes in the fair value of the contingent consideration that do not qualify as measurement period adjustments depends on how the contingent consideration is classified. Contingent consideration that is classified as equity is not remeasured at subsequent reporting dates and its subsequent settlement is accounted for within equity. Contingent consideration that is classified as an asset or a liability is remeasured at subsequent reporting dates at fair value.

When a business combination is achieved in stages, the Company's previously held equity interest in the acquiree is remeasured to its acquisition-date fair value and the resulting gain or loss, if any, is recognized in profit or loss. Amounts arising from interests in the acquiree prior to the acquisition date that have previously been recognized in other comprehensive income are reclassified to profit or loss where such treatment would be appropriate if that interest were disposed of.

If the initial accounting for a business combination is incomplete by the end of the reporting period in which the combination occurs, the Company reports provisional amounts for the items for which the accounting is incomplete. Those provisional amounts are adjusted during the measurement period (see above), or additional assets or liabilities are recognized, to reflect new information obtained about facts and circumstances that existed at the acquisition date that, if known, would have affected the amounts recognized at that date.

h) Rights of Use Assets—Net—Lease contracts that transfer to the Company the right to use an asset for a specified period of time in exchange for consideration, are evaluated at the beginning of the contract to determine if the right to control the use of an asset identified by a determined period of time. If substantially all the economic benefits are obtained from the use of the asset, the Company records the rights of use, which are recorded at cost at the start date of the contract, considering i) the initial valuation of the lease liability, ii) the payments made before or on the lease commencement date, iii) the initial direct costs incurred, and iv) an estimate of the costs to be incurred at the end of the lease to remove the asset and to restore the asset or the place where it is located. Subsequently, the use rights are valued at cost less accumulated depreciation or amortization and accumulated impairment losses and adjusted for any re-measurement of the lease liability.

The costs incurred related to the design, construction or installation of an asset are capitalized, in accordance with the provisions of the IFRS applicable to the underlying asset.

Right-of-use assets are depreciated over the shorter period of lease term and useful life of the right-of-use asset. If a lease transfers ownership of the underlying asset or the cost of the right-of-use asset reflects that the Company expects to exercise a purchase option, the related right-of-use asset is depreciated over the useful life of the underlying asset. The depreciation starts at the commencement date of the lease.

i) Employee Benefits:

Short-Term Employee Benefits—Remuneration of employees is recognized in the statements of profit or loss as the services are rendered.

Defined-Contribution Plan—The Company's contributions to the defined-contribution plan are determined in terms of the rules governing the plan. Contributions are recognized in the statements of profit or loss in the period in which the service is rendered by the relevant employees.

j) Liabilities for Leased Assets—The lease liability is initially measured at the present value of the lease payments that are not paid at the commencement date, discounted by using the rate implicit in the lease. If this rate cannot be readily determined, the Company uses its incremental borrowing rate.

Lease payments included in the measurement of the lease liability comprise:

- Fixed lease payments (including in-substance fixed payments), less any lease incentives receivable
- Variable lease payments that depend on an index or rate, initially measured using the index or rate at the commencement date
- The amount expected to be payable by the lessee under residual value guarantees
- The exercise price of purchase options, if the lessee is reasonably certain to exercise the options
- Payments of penalties for terminating the lease, if the lease term reflects the exercise of an option to terminate the lease

The lease liability is subsequently measured by increasing the carrying amount to reflect interest on the lease liability (using the effective interest method) and by reducing the carrying amount to reflect the lease payments made.

k) Income Taxes—Income tax expense represents the sum of the tax currently payable and deferred tax.

1. Current income taxes

   The tax currently payable is based on taxable profit for the year. Taxable profit differs from net profit as reported in profit or loss because it excludes items of income or expense that are taxable or deductible in other years and it further excludes items that are never taxable or deductible. The Company's liability for current tax is calculated using tax rates that have been enacted or substantively enacted by the end of the reporting period.

   A provision is recognized for those matters for which the tax determination is uncertain but it is considered probable that there will be a future outflow of funds to a tax authority. The provisions are measured at the best estimate of the amount expected to become payable. The assessment is based on the judgement of tax professionals within the parent company supported by previous experience in respect of such activities and in certain cases based on specialist independent tax advice.

2. Deferred income tax

   Deferred tax is the tax expected to be payable or recoverable on differences between the carrying amounts of assets and liabilities in the financial statements and the corresponding tax bases used in the computation of taxable profit, and is accounted for using the liability method. A deferred income tax liability is generally recognized for all taxable temporary differences. Deferred tax assets are generally recognized for all deductible temporary differences to the extent that it is probable that taxable profits will be available against which those deductible temporary differences can be utilized. Such deferred tax assets and liabilities are not recognized if the temporary difference arises from goodwill or the initial recognition (other than in a business combination) of assets and liabilities in a transaction that affects neither the taxable profit nor the accounting profit.

Deferred tax liabilities are recognized for taxable temporary differences associated with investments in subsidiaries and associates, and interests in joint ventures, except where the Company is able to control the reversal of the temporary difference and it is probable that the temporary difference will not reverse in the foreseeable future. Deferred tax assets arising from deductible temporary differences associated with such investments and interests are only recognized to the extent that it is probable that there will be sufficient taxable profits against which to utilize the benefits of the temporary differences and they are expected to reverse in the foreseeable future.

The carrying amount of deferred tax assets is reviewed at the end of each reporting period and reduced to the extent that it is no longer probable that sufficient taxable profits will be available to allow all or part of the asset to be recovered.

Deferred tax liabilities and assets are measured at the tax rates that are expected to apply in the period in which the liability is settled or the asset realized, based on tax rates and tax laws that have been enacted or substantively enacted by the end of the reporting period.

The measurement of deferred tax liabilities and assets reflects the tax consequences that would follow from the manner in which the Company expects, at the end of the reporting period, to recover or settle the carrying amount of its assets and liabilities.

Deferred tax assets and liabilities are offset when there is a legally enforceable right to offset current tax assets against current tax liabilities and when they relate to income taxes levied by the same taxation authority and the Company intends to settle its current tax assets and liabilities on a net basis.

3. Current and deferred tax for the year

   Current and deferred tax are recognized in profit or loss, except when they relate to items that are recognized outside profit or loss, either in other comprehensive income or directly in equity, respectively. Where current tax or deferred tax arises from the initial accounting for a business combination, the tax effect is included in the accounting for the business combination.

l) Income Recognition—Revenue from the sale of electrical transformers comprises the fair value of the consideration received or receivable for the sale of goods and services in the ordinary course of business and is presented in the statements of profit or loss net of the amount of variable considerations, which include the estimated amount of returns of customers, discounts and similar discounts and payments made to customers with the aim of having the products fit in attractive and advantageous spaces in their facilities.

For the recognition of income from contracts with customers, a comprehensive model is used for the accounting of income, which is based on a five-step approach consisting of the following: (1) identify the contract; (2) identify performance obligations in the contract; (3) determine the price of the transaction; (4) allocate the price of the transaction to each performance obligation in the contract; and (5) recognize income when the performance obligation is met.

Contracts with customers are given by purchase orders, whose costs are made up of promises to produce, distribute, and deliver products based on the established contractual terms and conditions, which do not entail significant judgment to be determined. When there are payments related to obtaining contracts, they are capitalized and amortized over the term of the contract.

Performance obligations are not separable nor are they partially satisfied since the operations are derived from the sale of products and are satisfied at a point in time. For its part, the payment terms identified in most sources of income are short-term, with variable considerations mainly focused on discounts and product discounts that are granted to customers, without financial components or significant guarantees. These discounts and incentives to customers are recognized as a reduction to income or as sales expenses, according to their nature. These programs include discounts to customers for sales of products based on: i) sales volume (normally recognized as a reduction in income) and ii) promotions of products at points of sale (normally recognized as selling expenses), mainly. Therefore, the allocation of the price is direct on the performance obligations of production, distribution and delivery, including the effects of variable considerations.

The Company recognizes revenues at a point in time, when the control of the products sold has been transferred to the customer, which is given by the time of delivery of the promised goods to the customer according to the negotiated incoterm. An account receivable is recognized when the performance obligations have been met, recognizing the corresponding income; on the other hand, a liability is recognized when the supplier has already fulfilled its performance obligations, while the considerations received before completing production, distribution and delivery performance obligations are recognized as customer advances.

The Company generally acts as principal because it typically controls the specified good or service before it is transferred to the customer. The amount of the consideration may vary due to discounts, refunds, reimbursements, credits, price reductions, incentives, performance bonuses, penalties or other similar elements, which are considered from the moment of initial recognition of income. In general, the consideration does not include a significant component of financing. The normal term of credit to customers is from 30 to 90 days after delivery.

Warranty Obligations—The Company typically provides warranties for general repairs of defects that existed at the time of sale, as required by law. These assurance-type warranties are accounted for under IAS 37 Provisions, *Contingent Liabilities and Contingent Assets.*

The Company provides a warranty from one to five years beyond fixing defects that existed at the time of sale. These service-type warranties are sold separately. Revenue is recognized over the period in which the service-type warranty is provided based on the time elapsed.

m) Contract Assets—A contract asset is the right to consideration in exchange for goods or services transferred to the customer. If the Company performs by transferring goods or services to a customer before the Company is able to invoice the customer, a contract asset is recognized for the earned consideration that is conditional.

n) Contract Liabilities—A contract liability is the obligation to transfer goods or services to a customer for which the Company has received consideration (or an amount of consideration is due) from the customer. If a customer pays consideration before the Company transfers goods or services to the customer, a contract liability is recognized when the payment is made or the payment is due (whichever is earlier). Contract liabilities are recognized as revenue when the Company performs under the contract.

o) Government Grants—Government grants are recognized where there is reasonable assurance that the grant will be received and all attached conditions will be complied with. When the grant relates to an expense item, it is recognized as income on a systematic basis over the periods that the related costs, for which it is intended to compensate, are expensed. When the grant relates to an

asset, it is recognized as income in equal amounts over the expected useful life of the related asset. The Company's government grants reflect deferred income arising from funds received in 2010 for the expansion of the Company's facilities. There are no unfulfilled conditions or other contingencies attaching to this grant.

5. NEW AND AMENDED IFRS AND INTERPRETATIONS

New Standards and Changes Adopted

The Company implemented a series of new and amended IFRS, issued by the IASB, which are mandatory and effective for an accounting period that begins on or after January 1, 2024.

Amendments to IAS 7, Statement of Cash Flows, and IFRS 7, Financial Instruments: Disclosures Supplier Finance Arrangements

The amendments add a disclosure objective to IAS 7 stating that an entity is required to disclose information about its supplier finance arrangements that enables users of financial statements to assess the effects of those arrangements on the entity's liabilities and cash flows. In addition, IFRS 7 is amended to add supplier finance arrangements as an example within the requirements to disclose information about an entity's exposure to concentration of liquidity risk.

The amendments contain transitional provisions that allow some disclosures not to be comparative in the first reporting period in which the Company applies the amendments.

The Company has not entered into financing arrangements with suppliers. Therefore, the adoption of this amendment had no significant impact on the financial statements.

Amendments to IAS 1, Classification of Liabilities as Current or Non-current

The modifications affect only the presentation of liabilities as current or non-current in the statements of financial position and not the amount or timing of recognition of any asset, liability, income or expense, or the information disclosed about those items.

The amendments clarify that the classification of liabilities as current or non-current is based on rights that are in existence at the end of the reporting period, specify that classification is unaffected by expectations about whether an entity will exercise its right to defer settlement of a liability, explain that rights are in existence if covenants are complied with at the end of the reporting period, and introduce a definition of 'settlement' to make clear that settlement refers to the transfer to the counterparty of cash, equity instruments, other assets or services. The adoption of this amendment had no significant impact on the financial statements.

Amendments to IAS 1, Non-current Liabilities with Covenants

The amendments specify that only covenants that an entity is required to comply with on or before the end of the reporting period affect the entity's right to defer settlement of a liability for at least twelve months after the reporting date that is reported (and therefore should be taken into account when evaluating the classification of the liability as current or non-current). Such covenants affect whether the rights exist at the end of the reporting period, even if compliance with the covenant is assessed only after the reporting date (for example, a covenant based on the entity's financial position in the reporting date on which compliance is evaluated with a date after the reporting date).

The IASB also specified that the right to defer settlement of a liability for at least twelve months after the reporting date is not affected if an entity only has to comply with a covenant after the reporting period. However, if the entity's right to defer settlement of a liability is subject to the entity complying with covenants within twelve months after the reporting period, an entity discloses information that enables users of financial statements to understand the risk of the liabilities becoming repayable within twelve months after the reporting period. This would include information about the covenants (including the nature of the covenants and when the entity is required to comply with them), the carrying amount of related liabilities and facts and circumstances, if any, that indicate that the entity may have difficulties complying with the covenants.

The Company carried out an inventory of the financial liabilities that are maintained, and confirmed compliance with its covenants, without identifying situations of non-compliance in the twelve months following the reporting period. Therefore, the adoption of this amendment had no significant impact.

Amendments to IFRS 16, Leases—Lease Liability in a Sale and Leaseback

The amendments to IFRS 16 add additional requirements for the subsequent measurement of sale and leaseback transactions that meet the requirements of IFRS 15, Revenue from contracts with customers, to be considered a sale. These amendments require the seller-lessee to determine "lease payments" or "revised lease payments" such that the seller-lessee does not recognize a gain or loss that relates to the right of use retained by the seller-lessee after the commencement date.

The amendments do not affect the gain or loss recognized by the seller-lessee relating to the partial or full termination of a lease. Without these new requirements, a seller-lessee may have recognized a gain on the right of use it retains solely because of a remeasurement of the lease liability (for example, following a lease modification or change in the lease term) applying the general requirements in IFRS 16. This could have been particularly the case in a leaseback that includes variable lease payments that do not depend on an index or rate.

A seller-lessee applies the amendments retrospectively in accordance with IAS 8 to sale and leaseback transactions entered into after the date of initial application, which is defined as the beginning of the annual reporting period in which the entity first applied IFRS 16.

The Company has not had sale and leaseback transactions. Therefore, the adoption of this amendment had no significant impact.

New, Revised and Issued IFRS, but not yet Effective

As of the authorization date of these financial statements, the Company has not applied the following new and revised IFRS, that have been issued but not yet effective, of which, with the exception of IFRS 18, are not expected to have a material impact in the financial statements for future periods, considering that their applicability is not significant. The following are the IFRS modifications:

- *IFRS 18, Presentation and Disclosure in Financial Statements*

  IFRS 18 will replace IAS 1, however, many of the requirements established in IAS 1 remain unchanged and are complemented by the new requirements. Additionally, some paragraphs from IAS 1 have been moved to IAS 8 and IFRS 7 and minor amendments have been made to IAS 7 and IAS 33. Including new changes and requirements to:

  - Presentation of specific categories and subtotals defined in the statements of profit or loss

- Disclosure of management performance measures ("MPMs") in the notes to the financial statements
- Expanded requirements for the aggregation and disaggregation of information

IFRS 18 is effective for annual periods beginning on or after January 1, 2027. Early adoption is permitted. The amendments to IAS 7, IAS 33, IAS 8 and IFRS 7 are effective when the entity adopts IFRS 18 for the first time. An entity is required to apply IFRS 18 retrospectively by applying the temporary specific provisions.

The Company is conducting an analysis to determine the presentation of the statements of profit or loss and to establish the MPMs that will be disclosed within its financial statements. Additionally, the Company anticipates that, as a result of this standard, presentation changes will be generated in the statements of cash flows by adjusting the starting point to operating profit.

- *Amendments to IAS 21—Lack of exchangeability* [(1)]
- *Amendments to IFRS 7 and IFRS 9—Classification and measurement requirement for financial instruments* [(2)]
- *Modifications to IFRS 7 and IFRS 9—Nature-dependent electricity contracts* [(2)]
- *IFRS 19—Subsidiaries without Public Accountability: Disclosures* [(3)]

(1) Effective for annual periods beginning on or after January 1, 2025.

(2) Effective for annual periods beginning on or after January 1, 2026.

(3) Effective for annual periods beginning on or after January 1, 2027.

6. CASH AND CASH EQUIVALENTS

For purposes of the statements of cash flows, cash and cash equivalents include cash in banks, investments in instruments in the money market and restricted cash. Cash, cash equivalents, and restricted cash at the end of the period, as shown in the statements of cash flows, can be reconciled to the related items in the statements of financial position as follows:

	December 31,	
	2024	2023
Cash in banks	$101,866	$111,521
Restricted cash	3,326	-
	$105,192	$111,521

The restricted cash represents the escrow amount still payable to the seller for the purchase of the remaining 66.7% ownership of Menk. The payable is included in other short-term accounts payable in the statements of financial position.

7. TRADE ACCOUNTS RECEIVABLES—NET

	December 31,	
	2024	2023
Trade receivables	$87,487	$72,378
Loss allowance	(155)	(202)
	$87,332	$72,176

Movements in the loss allowance are the following:

	December 31,	
	2024	2023
Opening balance	$ 202	$ 100
Increases	-	102
Written off and/or applied amounts	(47)	-
	$ 155	$ 202

Aging of trade receivables which are past due and not impaired:

	December 31,	
	2024	2023
Current	$68,589	$56,061
From 1 to 60 past due days	11,919	15,092
From 61 to 180 past due days	5,914	402
Over 181 past due days	1,065	823
	$87,487	$72,378

The granting of credit is controlled by application and credit-vetting procedures which are reviewed and updated on an ongoing basis. Credit risk is reduced by other measures depending on the nature of the customer and market. In determining the recoverability of trade receivables and amounts owed by foreign suppliers, management considers any change in the credit quality of the account from the date credit was initially granted up to the reporting date, taking into account credit guarantee cover or other collateral held.

Provisions are raised for all trade receivables and short-term loans and advances which are considered irrecoverable. The carrying value of accounts receivable approximates their fair value.

8. OTHER ACCOUNTS RECEIVABLE

	December 31, 2024	December 31, 2023
Prepaid assets	$ 4,027	$ 8,080
Unbilled sales	6,241	42,414
Other	2,085	1,079
	$12,353	$51,573

Unbilled sales represent revenue recognized on projects ahead of billing milestones.

9. INVENTORIES

	December 31, 2024	December 31, 2023
Finished goods	$ 10,442	$ 5,338
Work in process	81,195	74,482
Raw materials	29,832	28,329
	$121,469	$108,149

10. PROPERTY, PLANT AND EQUIPMENT—NET

	December 31, 2024	December 31, 2023
Cost or valuation	$212,068	$202,340
Accumulated depreciation	(46,426)	(31,550)
	$165,642	$170,790
Land	$ 5,915	$ 5,915
Buildings	105,326	111,558
Machinery and equipment	47,305	47,570
Investments in process	7,096	5,747
	$165,642	$170,790

Cost	Land	Buildings	Machinery and Equipment	Investments in Process	Total
Balance as of January 1, 2023	$ 5,915	$ 123,866	$ 61,777	$ 2,150	$ 193,708
Acquisitions	-	1,048	4,131	3,597	8,776
Disposals	-	-	(144)	-	(144)
Balance as of December 31, 2023	5,915	124,914	65,764	5,747	202,340
Acquisitions	-	787	9,101	2,924	12,813
Disposals	-	(517)	(994)	(1,575)	(3,085)
Balance as of December 31, 2024	$ 5,915	$ 125,185	$ 73,872	$ 7,096	$ 212,068

Accumulated Depreciation	Buildings	Machinery and Equipment	Total
Balance as of January 1, 2023	$ 6,648	$ 9,150	$ 15,798
Depreciation	6,708	9,091	15,799
Disposals	-	(47)	(47)
Balance as of December 31, 2023	13,356	18,194	31,550
Depreciation	7,000	9,324	16,324
Disposals	(497)	(951)	(1,448)
Balance as of December 31, 2024	$ 19,859	$ 26,567	$ 46,426

Depreciation expense is recorded as follows in the statements of profit or loss:

	December 31, 2024	December 31, 2023
Cost of sales	$ 16,264	$ 15,661
Administrative expenses	60	138
	$ 16,324	$ 15,799

The estimated useful lives used for depreciation calculation are:

	Life
Buildings	20–50 years
Machinery and equipment	4–25 years

Capital expenditures included in trade accounts payable and other short-term accounts payables total $241 as of December 31, 2024 and $512 as of December 31, 2023.

11. RIGHTS OF USE ASSETS—NET

The Company leases several fixed assets, including buildings and machinery and equipment.

Right of use assets—net recognized in the statements of financial position are as follows:

	Buildings	Machinery and Equipment	Total Right of Use Assets—Net
Balance as of January 1, 2023	$ 995	$ 636	$ 1,631
New leases	2,095	5,716	7,812
Disposals	-	(213)	(213)
Depreciation	-	(441)	(441)
Other	-	6	6
Balance as of December 31, 2023	3,090	5,705	8,795
New leases	3,312	160	3,472
Disposals	-	(102)	(102)
Depreciation	(501)	(2,126)	(2,627)
Balance as of December 31, 2024	$5,901	$ 3,637	$ 9,538

12. RELATED PARTIES

The related parties are as follows:

	Relationship
GE Grid Solutions, LLC	Customer
GE-Prolec Transformers, Inc.	Customer/Parent Company
Prolec GE Internacional, S. de R.L. de C.V.	Customer/Supplier
Prolec GE USA, LLC	Customer
GE Prolec Transformers Canada ULC	Customer
GEPR Energy Canada, INC.	Customer
Menk USA, LLC	Supplier
Xignux, S.A. de C.V.	Supplier

They are deemed related parties because they are a subsidiary, fellow subsidiary, associate, or joint business of the Company and the Company has a transfer of resources, services, or obligations with these entities.

Due from related parties are as follows:

	December 31,	
	2024	2023
GE-Prolec Transformers, Inc.	$11,235	$8,174
Prolec GE Internacional, S. de R.L. de C.V.	2,211	829
GE Prolec Transformers Canada ULC	-	735
GEPR Energy Canada, INC.	3	-
GE Grid Solutions, LLC	6	27
	$13,455	$9,765

Due to related parties are as follows:

	December 31, 2024	December 31, 2023
GE-Prolec Transformers, Inc.	$ 762	$2,117
Menk USA, LLC	1,569	-
Xignux, S.A. de C.V.	657	-
Prolec GE Internacional, S. de R.L. de C.V.	1,517	73
	$4,505	$2,190

Transactions with related parties are as follows:

Related Party	Transaction Type	December 31, 2024	December 31, 2023
GE Grid Solutions, LLC	Sales	$ 8	$ 27
GE-Prolec Transformers, Inc.	Sales	41,224	12,776
Prolec GE Internacional, S. de R.L. de C.V.	Sales	5,159	2,330
GE Prolec Transformers Canada ULC	Sales	3,094	86
Menk USA, LLC	Purchases	2,810	-
GE-Prolec Transformers, Inc.	Purchases	8,166	-

The Company is a guarantor for its Parent Company's bank loans. Also, as the Parent Company pays income taxes on the Company's behalf. As of December 31, 2024 and 2023, the Company recorded $4,375 and $4,812 respectively, as due from related parties which reflects an overpayment of taxes paid.

The Company pays corporate fees to Xignux, S.A. de C.V. During the year ended December 31, 2024, the Company paid $7,884, reflected in administrative expenses on the statements of profit or loss. No corporate fees were paid in 2023.

13. INVESTMENT IN MENK USA, LLC

The investment in Menk is recognized using the equity method.

	Main activity	Country of Residence and Operation	% Participation
Menk USA, LLC	Manufacturing	United States	100.0 %

Financial information related to the Company's investment in Menk as of December 31, 2024 and since the acquisition of Menk is summarized below:

	December 31, 2024
Cash	$11,415
Current assets	7,962
Noncurrent assets	22,112
Current liabilities	1,030
Revenues	9,734
Depreciation expense	436
Interest income	102
Net loss	(1)

14. INVESTMENTS IN ASSOCIATES AND JOINT BUSINESSES

The Company held a 33.33% investment in associates related to Menk through August 31, 2024, when the remaining 66.67% equity interest was acquired. See Note 2 and 13.

Total profit related to the Company's investment in Menk totaled $1,913 in 2024 prior to the acquisition and $1,668 in 2023.

Financial information related to the Company's associates and joint ventures is summarized below:

	August 31, 2024	December 31, 2023
Cash	$10,262	$10,030
Current assets	19,299	18,109
Noncurrent assets	8,356	8,126
Current liabilities	1,341	1,831
Revenues	23,742	33,534
Depreciation expense	442	622
Interest income	200	200
Net profit	3,556	6,157

15. GOODWILL

	December 31, 2024
Menk USA, LLC	$3,530
	$3,530
Movements:	
Balance at beginning of the year	$ -
Acquisitions	3,530
	$3,530

The Company annually conducts tests for impairment of the goodwill carrying amount allocated to each of the cash generating units.

The recoverable amounts of cash generating units were based on their value in use and were determined by discounting estimated future cash flows. The calculation of the value in use was performed using cash flow projections derived from the financial budgets approved by the Company's administration and covering a period of 5 years.

16. OTHER SHORT-TERM ACCOUNTS PAYABLE

	December 31,	
	2024	2023
Sundry creditors	$ 5,958	$ 7,367
Accrued commissions	4,881	3,774
Accrued oil	2,953	-
Warranty	2,977	2,443
Freight	2,564	1,383
Payroll expenses	9,859	6,949
Accrued IT charges	-	1,141
Accrued liquidated damages	1,560	705
Insurance payment	-	735
Government grants	-	445
Accrued travel expenses	406	355
Other	6,242	6,107
	$37,400	$31,404

17. LIABILITIES FOR LEASED ASSETS

	December 31,	
	2024	2023
Initial balance	$ 7,747	$ 1,209
New leases	3,472	7,812
Disposals	(102)	(49)
Financial expenses	162	47
Payments	(1,637)	(1,272)
	$ 9,642	$ 7,747

	December 31,	
	2024	2023
Current	$2,406	$1,789
Non-current	7,236	5,958
	$9,642	$7,747

The following schedule is a maturity analysis of the Company's liabilities for leased assets as of December 31:

2025	$2,406
2026	3,699
2027	2,006
2028	1,119
2029 and following	412
	$9,642

The Company leases several assets including buildings and machinery and equipment. The average lease term is 4.9 years. The incremental borrowing rate at December 31, 2024 was 2.42%.

Supplemental cash flow information related to leases is as follows:

	December 31,	
	2024	2023
Right of use assets obtained in exchange for lease obligations	$3,472	$7,812

18. OTHER LONG-TERM ACCOUNTS PAYABLE

	December 31,	
	2024	2023
Government grants	$3,332	$3,789
Warranty	2,707	2,218
	$6,039	$6,007

Changes in government grants and warranty payable are as follows:

	Government Grants	Warranty	Total
Balance as of January 1, 2023	$4,680	$4,111	$8,791
Net (utilization) addition in the year	(445)	550	105
Balance as of December 31, 2023	4,235	4,661	8,896
Net (utilization) addition in the current year	(903)	1,023	120
Balance as of December 31, 2024	$3,332	$5,684	$9,016
As of December 31, 2024:			
Due within one year	$ -	$2,977	$2,977
Due within > one year	3,332	2,707	6,039
	$3,332	$5,684	$9,016
As of December 31, 2023:			
Due within one year	$ 446	$2,443	$2,889
Due within > one year	3,789	2,218	6,007
	$4,235	$4,661	$8,896

The Company records the benefits from government grants when there is a certainty that the requirements stipulated by the governmental authority for the eligibility of such grants have been fulfilled.

19. DISAGGREGATION OF INCOME

	December 31, 2024	December 31, 2023
Sales	$654,737	$529,068
Total	$654,737	$529,068
Geographical Area		
United States	$640,079	$525,661
Mexico	5,159	2,375
Canada	4,432	605
Taiwan	384	-
Indonesia	4,342	-
Other	341	427
Total	$654,737	$529,068
Market Segment		
Transformers	$542,666	$456,057
Services	92,994	56,932
Components	19,077	16,079
Total	$654,737	$529,068

Accounts receivable with customers generally do not accrue interest and credit terms are between 30 and 90 days after delivery of the goods. Total sales include unbilled sales of $6,241 and $41,939 for the years ended December 31, 2024 and December 31, 2023, respectively.

The following table shows the amounts of revenue recognized in the current reporting period that was included in contract liabilities at the beginning of the reporting period for the years ended December 31, 2024 and 2023:

	December 31, 2024	December 31, 2023
Revenue recognized that was included in contract liabilities at the beginning of the reporting period	$48,513	$88,601

20. COST AND EXPENSES

	December 31,	
	2024	2023
Raw material and manufacturing costs	$333,353	$294,167
Maintenance	7,157	6,334
Depreciation and amortization	16,892	16,269
Freight expenses	23,839	19,291
Lease expenses	2,773	1,646
Consumption of energy and fuel	3,638	3,365
Travel expenses	15,029	12,421
Professional fees	4,824	3,763
Employee salaries and benefits	93,299	81,076
Sale commissions	20,198	17,115
Other	15,564	8,349
	$536,566	$463,796

21. OTHER OPERATING INCOME—NET

	December 31,	
	2024	2023
Loss on sale of property, plant and equipment	$(1,637)	$ (97)
Gain on investments in associates and joint ventures	2,463	-
Other income—net	5,372	409
	$ 6,198	$312

22. FINANCE COSTS

	December 31,	
	2024	2023
Interest expense on lease liabilities	$162	$47
	$162	$47

23. FINANCIAL RISK MANAGEMENT OBJECTIVES

The Company is exposed to credit risks, liquidity risks and market risks arising from the variation in the exchange rate and interest rates. These risks are managed through specific procedures and policies.

The Company's risk management policies are established to identify and analyze the risks faced by the Company, set limits and appropriate risk controls, and to monitor risks and adherence to limits. Policies and risk management systems are reviewed regularly to reflect changes in market conditions and the Company's activities. The Company, through its standards and administration procedures, intends to develop an atmosphere of disciplined and constructive control in which all employees understand their roles and obligations.

The Board of Directors oversees how management monitors compliance with the Company's risk management policies and procedures and checks whether the risk management framework is appropriate with respect to the risks faced by the Company.

a. Credit Risk—Credit risk is the risk of financial loss faced by the Company if a customer or counterparty to a financial instrument does not meet its contractual obligations and arises mainly from the Company's trade receivables and investment instruments.

The maximum credit risk exposure for financial assets as are as follows:

	December 31,	
Financial Assets	**2024**	**2023**
Cash and cash equivalents	$101,866	$111,521
Restricted cash	3,326	-
Trade accounts receivable—net	87,332	72,176
Other accounts receivable	12,353	51,573
Derivative financial instruments	-	8
	$204,877	$235,278

The credit risk derived from balances with banks and financial institutions is administered by the Treasury area in accordance with the Company's policies. Cash surpluses are invested only in approved institutions and instruments with high credit ratings.

The Company's exposure to credit risk is affected mainly by the individual characteristics of each customer. The Company has a policy to conduct its transactions with entities of acknowledged solvency in the national and international market, and prior to conducting credit transactions, a credit assessment, obtaining of references, evaluation of the average periods of payment and other financial ratios are carried out, based on their financial statements.

b. Liquidity Risk—Liquidity risk is the risk that the Company has difficulties to meet its obligations associated with its financial liabilities that are settled by delivering cash or other financial assets.

The Company's approach to manage the liquidity is to ensure, to the greatest extent possible, that it will always have sufficient liquidity to meet its obligations when they fall due, both under normal and tense conditions.

The Finance Committee of the Board of Directors in Xignux has the primary responsibility for managing the liquidity risk, which has established policies and procedures in terms of short-, medium- and long-term debt. The Company, through the Finance Management, manages liquidity risk by monitoring cash flows and maturities of its financial assets and liabilities.

c. Capital Risk—Capital is managed to ensure that operations continued as a going concern and that expansion opportunities can be funded when they arise. The Company's capital management strategy has remained consistent with the prior year. Capital comprises equity, as disclosed in the statements of changes in stockholder's equity.

Below are the contractual maturities of financial liabilities, including estimated interest payments:

Financial Liabilities	As of December 31, 2024 Book Value	Expected Cash Flows	Less than 1 Year	1 to 3 Years old
At amortized cost:				
Trade accounts payables	$39,506	$39,506	$39,506	$ -
Due to related parties	4,505	4,505	4,505	-
Other short-term accounts payable	37,400	37,400	37,400	-
Lease liabilities	9,642	9,642	2,406	7,236
Other long-term accounts payable	6,039	6,039	-	6,039
Derivative financial instruments	59	-	-	-
	$97,151	$97,092	$83,817	$13,275

Financial Liabilities	As of December 31, 2023 Book Value	Expected Cash Flows	Less than 1 Year	1 to 3 Years old
At amortized cost:				
Trade accounts payables	$37,176	$37,176	$37,176	$ -
Due to related parties	2,190	2,190	2,190	-
Other short-term accounts payable	31,404	31,404	31,404	-
Lease liabilities	7,747	7,747	1,789	5,958
Other long-term accounts payable	6,007	6,007	-	6,007
	$84,524	$84,524	$72,559	$11,965

The (inflows) outflows disclosed in the table above represent non-discounted contractual cash flows related to derivative financial liabilities held for risk management purposes and which are not closed before contractual maturity.

24. INCOME TAXES

The income tax rates applicable for each country where significant operations are available are as follows:

United States	21 %

Income tax expense for the years ended December 31, 2024 and 2023 is as follows:

	December 31, 2024	2023
Current income expense	$33,508	$13,226
Deferred income tax (benefit) expense	(2,625)	1,206
Total income tax expense	$30,883	$14,432

The income tax expense attributable to profit before income taxes differed from the amounts computed by applying the 21% rate to profit before income taxes as a result of the following:

	December 31, 2024		December 31, 2023	
	Amount	%	Amount	%
Expected income tax expense	$27,322	21 %	$14,733	21 %
Increase (decrease) resulting from:				
Other	3,561	3	(301)	-
Total income tax expense	$30,883	24 %	$14,432	21 %

The tax effects of temporary differences that give rise to significant portions of deferred income tax assets and liabilities are listed below:

	December 31,	
	2024	2023
Employee benefits	$ 1,983	$ 2,304
Inventory obsolescence	86	534
Warranty reserve	1,383	1,125
Other liabilities	88	408
Total deferred income tax assets	3,540	4,371
Deferred income tax liabilities—property, plant and equipment—net	(32,817)	(36,289)
Total deferred income tax liabilities	(32,817)	(36,289)
Total deferred income tax liabilities—net	$(29,277)	$(31,918)

The Company paid $29,950 and $17,262, respectively, in income taxes in 2024 and 2023.

The following is the deferred income tax movement for the years ended December 31, 2024 and 2023:

	December 31,	
	2024	2023
Opening deferred income tax liabilities—net	$(31,918)	$(30,639)
Benefit (expense) from deferred income tax	2,625	(1,279)
Deferred income in other comprehensive income	16	-
Total deferred income tax liabilities—net	$(29,277)	$(31,918)

25. STOCKHOLDER'S EQUITY

As of December 31, 2024 and 2023, the Company has one outstanding share of common stock owned by the Parent Company, GE-Prolec Transformers, Inc. The share has no par value.

26. SUBSEQUENT EVENTS

In the preparation of the financial statements, the Company has evaluated the events and transactions for subsequent recognition or disclosure as of December 31, 2024 and through March 28, 2025, the date of issuance of the financial statements, and no significant subsequent events have been identified.

* * * * * *

Terms and Conditions for Sale of Products and Services

FORM PGE2025

NOTICE: Sale of any Products or Services is expressly conditioned on Buyer's assent to these Terms and Conditions. Any acceptance of Seller's offer is expressly limited to acceptance of these Terms and Conditions and Seller expressly objects to any additional or different terms proposed by Buyer. No facility entry form shall modify these Terms and Conditions even if signed by Seller's representative. Any order to perform work and Seller's performance of work shall constitute Buyer's assent to these Terms and Conditions. Unless otherwise specified in the quotation, Seller's quotation shall expire 30 days from its date and may be modified or withdrawn by Seller before receipt of Buyer's conforming acceptance.

1. DEFINITIONS

"Buyer" means the entity to which Seller is providing Products or Services under the Contract.

"Contract" means either the contract agreement signed by both parties, or the purchase order signed by Buyer and accepted by Seller in writing, for the sale of Products or Services, together with these Terms and Conditions, Seller's final quotation, the agreed scope(s) of work, and Seller's order acknowledgement. In the event of any conflict, the Terms and Conditions shall take precedence over other documents included in the Contract.
"Contract Price" means the agreed price stated in the Contract for the sale of Products and Services, including adjustments (if any) in accordance with the Contract.
"Firmware" means software provided with or embedded in a Product and necessary for the proper functioning of the Product, but excluding software supplied by a third party and software applications licensed separately.
"Hazardous Materials" means any toxic or hazardous substance, hazardous material, dangerous or hazardous waste, dangerous good, radioactive material, petroleum or petroleum-derived products or by-products, or any other chemical, substance, material or emission, that is regulated, listed or controlled pursuant to any national, state, provincial, or local law, statute, ordinance, directive, regulation or other legal requirement of the United States ("U.S.") or the country of the Site.
"Insolvent/Bankrupt" means that a party is insolvent, makes an assignment for the benefit of its creditors, has a receiver or trustee appointed for it or any of its assets, or files or has filed against it a proceeding under any bankruptcy, insolvency dissolution or liquidation laws.
"Power Transformers" means single-phase or three-phase transformers above 5 MVA base rating and sold by Seller's Power Transformers business units.
"Products" means the equipment (including Power Transformers, if applicable), parts, materials, supplies, software, and other goods Seller has agreed to supply to Buyer under the Contract.
"Seller" means the entity providing Products or performing Services under the Contract.

"Services" means the services Seller has agreed to perform for Buyer under the Contract.

"Site" means the premises where Products are used or Services are performed, not including Seller's premises from which it performs Services.

"Terms and Conditions" means these "Terms and Conditions for Sale of Products and Services," including any relevant addenda pursuant to Article 18, together with any modifications or additional provisions specifically stated in Seller's final quotation or specifically agreed upon by Seller in writing.

2. PAYMENT

2.1 Buyer shall pay Seller for the Products and Services by paying all invoiced amounts by direct bank transfer in the currency specified by Seller in the Contract or with check delivered to the Seller's payment address set forth in the Contract, without set-off for any payment from Seller not due under this Contract, within thirty (30) days from the invoice date. Remittance

notification of payment is to be sent to the contact listed on the invoice. Invoicing and payment shall be in accordance with the Contract. If not otherwise agreed in the Contract, Seller shall issue invoices upon shipment of Products and as Services are performed, or if the Contract Price is U.S. Two Hundred Fifty Thousand Dollars ($250,000) or more, progress payments shall be invoiced starting with twenty-five percent (25%) of the Contract Price for Products and Services upon the issuance of Seller's order acknowledgement and continuing such that ninety percent (90%) of the Contract Price for Products is received before the earliest scheduled Product shipment and Services are invoiced as performed ("the Progress Payments"). For each calendar month, or fraction thereof, that payment is late, Buyer shall pay a late payment charge computed at the rate of one-and-a-half percent (1.5%) per month on the overdue balance, or the maximum rate permitted by law, whichever is less. If the price is set by the Contract in a currency other than U.S. dollars, references to U.S. dollars in this Section 2.1 shall mean the equivalent amount in the applicable currency. In case of any increase in material or labor costs over the Contract execution period, the Seller shall be entitled to compensation as per the Contract price adjustment/escalation mechanism specified in the Seller's offer. In case the Contract does not comprise a price adjustment/escalation mechanism and if a Party can demonstrate that the continued performance of its contractual obligations has become excessively onerous due to an event as per Clause 10 (which will include evolution of any event pre-existing at the time of signature of the Contract), the Parties are bound, within a reasonable time of written notice by one Party to the other, to negotiate alternative contractual terms or a mitigation plan which reasonably permit the consequences of the event to be mitigated or the restoration of the balance that was pre-existing at the signature of the Contract between the Parties. The Party serving notice under this Clause shall provide the other Party with as much commercially available details of the event or events affecting that Party's contractual obligations, the affected obligations themselves and how and to which extent these events are (and will be) affecting the performance of the Contract. The Parties shall act in the spirit of openness and transparency in this communication within the limits set by applicable anti-trust laws and regulations. Where an agreement is reached, the Parties shall start implementing the agreed measures immediately, pending the signature of the relevant amendment to the Contract. In the event the Parties are unable to agree on alternative contractual terms or on a mitigation plan as provided above within fifteen (15) days of the written notice, and in the absence of any other agreement, the Party serving notice under this Clause will be entitled to either suspend its performance of the affected portion of the Contract, or to terminate the Contract, without any liability to the other party. If the Contract is suspended for a period greater than 60 consecutive days by that Party, either Party may terminate the Contract by sending written notice of termination to the other Party. In case of termination of the Contract hereunder, the Parties shall settle their accounts accordingly as if the Contract had been terminated through no fault of the Parties, without prejudice to any Party's right to apply the provisions of Clause 16.2 hereof. To support the prevention of fraud, in the event the Buyer is required to make a payment to a bank account that is not the one expressly agreed in the Contract, the Buyer shall, before proceeding with payment, request confirmation to the Seller that the bank account identified in the invoice or request for payment is valid. Verification must be anticipated not to lead to any delay in making payment.

2.2 As and if requested by Seller, Buyer shall at its expense establish and keep in force payment security in the form of an irrevocable, unconditional, sight letter of credit or bank guarantee allowing for pro-rata payments as Products are shipped and Services are performed, plus payment of cancellation and termination charges, and all other amounts due from Buyer under the Contract ("Payment Security"). The Payment Security shall be (a) in a form, and issued or confirmed by a bank acceptable to Seller, (b) payable at the counters of such acceptable bank or negotiating bank, (c) opened prior to commencement of work by Seller with respect to development, manufacturing and shipment of Products and at least sixty (60) days prior to commencement of Services, and (d) remain in effect until the latest of ninety (90) days after the last scheduled Product shipment, completion of all Services and Seller's receipt of the final payment required under the Contract. Buyer shall, at its expense, increase the amount(s), extend the validity period(s) and make other appropriate modifications to any Payment Security within ten (10) days of Seller's notification that such adjustment is necessary in connection with Buyer's obligations under the Contract.

2.3 Seller is not required to commence or continue its performance unless and until any required Payment Security is received, operative and in effect and all applicable Progress Payments have been received. For each day of delay in receiving Progress Payments or acceptable Payment Security, Seller shall be entitled to an equitable extension of the schedule and Seller may withhold shipment of the affected Products until Buyer is current on all payment obligations as set forth under the applicable Purchase Order. For the avoidance of doubt, any delay in shipment due to Buyer's late payment shall be credited to Seller in regard to the calculation of any liquidated damages. Any additional costs incurred due to postponed shipment shall also be the responsibility of Buyer. If at any time Seller reasonably determines that Buyer's financial condition or payment history does not justify continuation of Seller's performance, Seller shall be entitled to require full or partial payment in advance or otherwise restructure payments, request additional forms of Payment Security, suspend its performance or terminate the Contract.

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3. TAXES AND DUTIES

Seller shall be responsible for all corporate taxes measured by net income due to performance of or payment for work under this Contract ("Seller Taxes"). Buyer shall be responsible for all taxes, duties, fees, or other charges of any nature (including, but not limited to, consumption, gross receipts, import, property, sales, stamp, turnover, use, or value-added taxes, and all items of withholding, deficiency, penalty, addition to tax, interest, or assessment related thereto, imposed by any governmental authority on Buyer or Seller or its subcontractors) in relation to the Contract or the performance of or payment for work under the Contract other than Seller Taxes ("Buyer Taxes"). Any Buyer Taxes imposed shall be the responsibility of Buyer and will be invoiced accordingly, unless Seller is presented with a valid exemption certificate. The Contract Price does not include the amount of any Buyer Taxes. If Buyer deducts or withholds Buyer Taxes, Buyer shall pay additional amounts so that Seller receives the full Contract Price without reduction for Buyer Taxes. Buyer shall provide to Seller, within one month of payment, official receipts from the applicable governmental authority for deducted or withheld taxes.

4. DELIVERIES, TITLE TRANSFER, RISK OF LOSS AND STORAGE

4.1 For shipments that do not involve export, including shipments from one European Union ("EU") country to another EU country, Seller shall deliver Products to Buyer FCA Seller's facility or warehouse (Incoterms 2020), except to the extent otherwise mutually agreed by the parties and reflected on the applicable Purchase Order and in Seller's quotation, which shall be deemed acceptance of the Products. For export shipments, Seller shall deliver Products to Buyer FCA Port of Export (Incoterms 2020). Notwithstanding anything to the contrary, for any importation, Buyer shall be identified as the importer in all applicable documents. If not otherwise agreed in the Contract, Buyer shall pay all delivery costs and charges or pay Seller's standard shipping charges plus up to twenty-five (25%) percent. Partial deliveries are permitted. Seller may deliver Products in advance of the delivery schedule. In case Buyer and Seller agree on different transportation arrangement with cost of freight and delivery to destination included in the Contract Price, Seller will not be responsible for any increase in transportation costs occurring after the Contract signature unless if caused by Seller's sole negligence, and Seller will be entitled to invoice the Buyer the additional transportation costs it has actually incurred, subject to reasonable justification of such additional costs. Delivery times are approximate and will be confirmed through the acknowledgement of an acceptable Purchase Order. Delivery time and cost are dependent upon prompt receipt by Seller of all information necessary to proceed with the work without interruption. Any additional costs associated with the change in delivery location, with impact from any lack of clear access or resulting from changes in site conditions will be charged to the Buyer. If Products delivered do not correspond in quantity, type or price to those itemized in the shipping invoice or documentation, Buyer shall so notify Seller within ten (10) days after receipt.

4.2 For shipments that do not involve export, title to Products shall pass to Buyer upon delivery in accordance with Section 4.1. For export shipments from a Seller facility or warehouse outside the U.S., title shall pass to Buyer upon delivery in accordance with Section 4.1. For shipments from the U.S. to another country, title shall pass to Buyer immediately after each item departs from the territorial land, seas and overlying airspace of the U.S. The 1982 United Nations Convention of the law of the Sea shall apply to determine the U.S. territorial seas. For all other shipments, title to Products shall pass to Buyer the earlier of (i) the port of export immediately after Products have been cleared for export, or (ii) immediately after each item departs from the territorial land, seas and overlying airspace of the sending country. When Buyer arranges the export or intercommunity shipment, Buyer will provide Seller evidence of exportation or intercommunity shipment acceptable to the relevant tax and custom authorities.

4.3 Risk of loss shall pass to Buyer upon delivery pursuant to Section 4.1, except that for export shipments from the U.S., risk of loss shall transfer to Buyer upon title passage.

4.4 If any Products to be delivered under this Contract or if any Buyer equipment repaired at Seller's facilities cannot be shipped to or received by Buyer or end user when ready due to any cause attributable to Buyer, its other contractors or the end user, Seller may ship the Products and equipment to a storage facility, including storage at the place of manufacture or repair, or to an agreed freight forwarder. If Seller places Products or equipment into storage, the following apply: (i) title and risk of loss immediately pass to Buyer, if they have not already passed, and delivery shall be deemed to have occurred; (ii) any amounts otherwise payable to Seller upon delivery or shipment shall be due; (iii) Seller will be entitled to invoice the Buyer the costs of transportation to and rigging into the storage facilities, the costs of transportation from and rigging out of the storage facilities, the costs of the railcar or other materials required to store the equipment, plus a lumpsum amount of no less than 1.0% of the Contract Price per day of storage with a minimum of fifteen hundred United States dollars (US $1,500). Invoices shall be on a monthly basis starting the beginning at the end of the first month of storage until the shipment of the Products can be made;

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and (iv) when conditions permit and upon payment of all amounts due, Seller shall make Products and repaired equipment available to Buyer for delivery. If the Contract requires Seller to submit drawings or other documents for approval by Buyer, Buyer shall review and issue its response (either approval or disapproval with reasons for disapproval detailed) within 10 days of Seller's submittal. If Buyer fails to provide a response within 10 days, the submittal shall be deemed approved.

4.5 If repair Services are to be performed on Buyer's equipment at Seller's facility, Buyer shall be responsible for, and shall retain risk of loss of, such equipment at all times, except that Seller shall be responsible for damage to the equipment while at Seller's facility to the extent such damage is caused by Seller's negligence.

4.6 Buyer shall, at its own cost and expense, warrant free and clear access within the delivery site for purposes of Seller's ability to perform its obligations under the Contract including but not limited to delivery and warranty repairs.

5. WARRANTY

5.1 Seller warrants that Products shall be delivered free from defects in title and in material and workmanship under normal use and service, and that Services shall be performed in a competent, diligent manner, in accordance with any mutually agreed specifications.

5.2 Unless otherwise agreed to by the parties, Products: the warranty shall expire twelve (12) months from first use, or eighteen (18) months from the delivery of the Products to its destination from Seller's facility whichever occurs first, except that, if developed by Seller, software is warranted for ninety (90) days from delivery. Power Transformers warranty shall be five (5) years from the date of shipment, according to Seller's standard 5-year warranty attached in Seller's quotation. Services: the warranty shall expire twelve (12) months after performance of the Service, except that software-related Services are warranted for ninety (90) days.

5.3 If any part is found to contain defects in material and/or workmanship during the warranty period, Seller's liability and Buyer's remedies under this warranty shall be limited solely to repair or replacement, at Seller's option, of the defective part. Decision on the location, method and extent of repairs rests solely with Seller. Buyer shall give Seller prompt written notice of any claim hereunder in writing, and in any event prior to expiration of the warranty period. Seller shall be given a reasonable opportunity to investigate all claims, and no Products may be returned to Seller without authorization and instructions from Seller's Customer Service Department.

Warranty repair, replacement or re-performance by Seller shall not extend or renew the applicable warranty period. Buyer shall obtain Seller's agreement on the specifications of any tests it plans to conduct to determine whether a non-conformance exists.

5.4 For Power Transformers only, during the first year, Seller's warranty covers freight within the 48 contiguous United States, Mexico and Brazil of defective Power Transformers. This warranty also covers the cost of removal from the site and reinstallation after repair, subject to a limit of 10% of the original selling price of the impacted Power Transformer. Costs of moving structures or associated equipment not included in Seller's scope are expressly excluded from this warranty coverage.

5.5 Unless otherwise set forth herein, Buyer shall bear the costs of access for Seller's remedial warranty efforts (including removal and replacement of systems, structures or other parts of Buyer's facility), de-installation, decontamination, reinstallation and transportation of defective Products to Seller and back to Buyer.

5.6 To validate the warranty of Power Transformer products, a Seller's customer service representative must be present during field assembly, vacuum filling (if required) and inspection of the installation prior to energization. In the event that Power Transformers are relocated, a Seller's customer service representative must be present during field re-assembly, vacuum-filling (if required) and inspection of the reinstallation prior to re-energization. Buyer forfeits the provisions of this warranty if either of these service requirements is not followed.

5.7 The warranties and remedies are conditioned upon (a) proper storage, installation (if not performed by Seller, by properly Seller-certified installers or under the supervision of properly Seller-certified supervisors, if required), use, operation, and maintenance of Products; (b) Buyer keeping accurate and complete records of operation and maintenance during the warranty period and providing Seller access to those records; and (c) modification or repair of Products or Services only as authorized by Seller in writing. For this warranty to be valid, Seller requires that all transformer windings shall be protected from surges, including but not limited to arresters mounted on the transformer tank or an insulation coordination study may be required. Failure to meet any such conditions renders the warranty null and void. Seller is not responsible for normal wear and tear or vandalism.

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5.8 This Article 5 provides the exclusive remedies for all claims based on failure of or defect in Products or Services, regardless of when the failure or defect arises, and whether a claim, however described, is based on contract, warranty, indemnity, tort/extra-contractual liability (including negligence), strict liability or otherwise. The warranties provided in this Article 5 are exclusive and are in lieu of all other warranties, conditions and guarantees whether written, oral, implied or statutory. THIS WARRANTY IS EXCLUSIVE AND IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED OR STATUTORY WARRANTY, OR WARRANTY OR CONDITION OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. BUYER ACKNOWLEDGES THAT THIS WARRANTY MAY BE DEEMED VOID BY SELLER UNTIL PAYMENT IS RECEIVED IN FULL FOR ALL UNDISPUTED INVOICES RELATED TO THE PRODUCTS, STORAGE OF THE PRODUCTS, AND ANY RELATED SERVICES.

6. CONFIDENTIALITY

6.1 Seller and Buyer (as to information disclosed, the "Disclosing Party") may each provide the other party (as to information received, the "Receiving Party") with Confidential Information in connection with this Contract. "Confidential Information" means (a) information that is designated in writing as "confidential" or "proprietary" by Disclosing Party at the time of written disclosure, and (b) information that is orally designated as "confidential" or "proprietary" by Disclosing Party at the time of oral or visual disclosure and is confirmed to be "confidential" or "proprietary" in writing within twenty (20) days after the oral or visual disclosure. In addition, prices for Products and Services shall be considered Seller's Confidential Information.

6.2 Receiving Party agrees: (i) to use the Confidential Information only in connection with the Contract and use of Products and Services, (ii) to take reasonable measures to prevent disclosure of the Confidential Information to third parties, and (iii) not to disclose the Confidential Information to a competitor of Disclosing Party. Notwithstanding these restrictions, (a) Seller may disclose Confidential Information to its affiliates and subcontractors in connection with performance of the Contract, (b) a Receiving Party may disclose Confidential Information to its auditors, (c) Buyer may disclose Confidential Information to lenders as necessary for Buyer to secure or retain financing needed to perform its obligations under the Contract, and (d) a Receiving Party may disclose Confidential Information to any other third party with the prior written permission of Disclosing Party, and in each case, only so long as the Receiving Party obtains a non-disclosure commitment from any such subcontractors, auditors, lenders or other permitted third party that prohibits disclosure of the Confidential Information and provided further that the Receiving Party remains responsible for any unauthorized use or disclosure of the Confidential Information. Receiving Party shall upon request return to Disclosing Party or destroy all copies of Confidential Information except to the extent that a specific provision of the Contract entitles Receiving Party to retain an item of Confidential Information. Seller may also retain one archive copy of Buyer's Confidential Information.

6.3 The obligations under this Article 6 shall not apply to any portion of the Confidential Information that: (i) is or becomes generally available to the public other than as a result of disclosure by Receiving Party, its representatives or its affiliates; (ii) is or becomes available to Receiving Party on a non-confidential basis from a source other than Disclosing Party when the source is not, to the best of Receiving Party's knowledge, subject to a confidentiality obligation to Disclosing Party; (iii) is independently developed by Receiving Party, its representatives or affiliates, without reference to the Confidential Information; and (iv) is required to be disclosed by law or valid legal process provided that the Receiving Party intending to make disclosure in response to such requirements or process shall promptly notify the Disclosing Party in advance of such disclosure and reasonably cooperate in attempts to maintain the confidentiality of the Confidential Information.

6.4 Each Disclosing Party warrants that it has the right to disclose the information that it discloses. Neither Buyer nor Seller shall make any public announcement about the Contract without prior written approval of the other party. As to any individual item of Confidential Information, the restrictions under this Article 6 shall expire five (5) years after the date of disclosure. Article 6 does not supersede any separate confidentiality or nondisclosure agreement signed by the parties.

7. INTELLECTUAL PROPERTY

7.1 Notwithstanding the provisions of section 4.2, Seller grants only a non-exclusive license, and does not pass title to any Firmware and other software provided by Seller under this Contract, drawings and other documentation delivered for use of Buyer shall remain subject to ownership and/or intellectual property rights of Seller, as applicable and title to any leased equipment remains with Seller.

7.2 Seller shall defend and indemnify Buyer against any claim by a non-affiliated third party (a "Claim") alleging that Products or Services furnished under this Contract infringe a patent in effect in the U.S., an EU member state or the country of the Site (provided there is a corresponding patent issued by the U.S. or an EU member state), or any copyright or trademark registered

in the country of the Site, provided that Buyer (a) promptly notifies Seller in writing of the Claim, (b) makes no admission of liability and does not take any position adverse to Seller, (c) gives Seller sole authority to control defense and settlement of the Claim, and (d) provides Seller with full disclosure and reasonable assistance as required to defend the Claim.

7.3 Section 7.2 shall not apply and Seller shall have no obligation or liability with respect to any Claim based upon (a) Products or Services that have been modified or revised, (b) the combination of any Products or Services with other products or services when such combination is a basis of the alleged infringement, (c) failure of Buyer to implement any update provided by Seller that would have prevented the Claim, (d) unauthorized use of Products or Services, or (e) Products or Services made or performed to Buyer's specifications, designs or instructions.

7.4 Should any Product or Service, or any portion thereof, become the subject of a Claim, Seller may, at its option, (a) procure for Buyer the right to continue using the Product or Service, or applicable portion thereof; (b) modify or replace it in whole or in part to make it non-infringing; or (c) failing (a) or (b), take back infringing Products or Services and refund the price received by Seller attributable to the infringing Products or Services.

7.5 Article 7 states Seller's exclusive liability for intellectual property infringement by Products and Services.

7.6 Each party shall retain ownership of all Confidential Information and intellectual property it had prior to the Contract. All rights in and to Firmware and software not expressly granted to Buyer are reserved by Seller. All new intellectual property conceived or created by Seller in the performance of this Contract, whether alone or with any contribution from Buyer, shall be owned exclusively by Seller. Buyer agrees to deliver assignment documentation as necessary to achieve that result.

8. INDEMNITY

Each of Buyer and Seller (as an "Indemnifying Party") shall indemnify the other party (as an "Indemnified Party") from and against claims brought by a third party, on account of personal injury or damage to the third party's tangible property, to the extent caused by the negligence of the Indemnifying Party in connection with this Contract. In the event the injury or damage is caused by joint or concurrent negligence of Buyer and Seller, the loss or expense shall be borne by each party in proportion to its degree of negligence. For purposes of Seller's indemnity obligation, no part of the Products or Site is considered third party property.

9. INSURANCE

During the term of the Contract, Seller shall maintain for its protection the following insurance coverage: (i) Worker's Compensation, Employer's Liability and other statutory insurance required by law with respect to work related injuries or disease of employees of Seller in such form(s) and amount(s) as required by applicable laws; (ii) Automobile Liability insurance with a combined single limit of U.S. $1,000,000.00; and (iii) Commercial General Liability or Public Liability insurance for bodily injury and property damage with a limit of U.S. $1,000,000.00 per occurrence, U.S. $2,000,000 in the aggregate. If required in the Contract, Seller shall provide a certificate of insurance reflecting such coverage.

10. EXCUSABLE EVENTS

Neither party shall be liable or considered in breach of its obligations under this Contract to the extent that such party's performance is delayed or prevented, directly or indirectly, by any cause beyond its reasonable control, or by armed conflict, acts or threats of terrorism, epidemics, pandemics, strikes or other labor disturbances, or acts or omissions of any governmental authority or of the other party or the other party's contractors or suppliers. If an excusable event occurs, the schedule for performance shall be extended by the amount of time lost by reason of the event plus such additional time as may be needed to overcome the effect of the event. If acts or omissions of the Buyer or its contractors or suppliers cause the delay, Seller shall also be entitled to an equitable price adjustment.

Buyer recognizes that in cases of epidemics or pandemics (or evolution of existing epidemics or pandemics), the precautionary, mitigation or corrective measures implemented by the Seller in the frame of the Contract are implemented in the best interest of the Buyer and the Contract performance, and the Buyer and Seller both agree that the additional costs reasonably incurred by Seller in implementing such measures shall be compensated by the Buyer to the Seller.

11. TERMINATION AND SUSPENSION

11.1 Buyer may terminate the Contract (or the portion affected) for cause if Seller (i) becomes Insolvent/Bankrupt, or (ii) commits a material breach of the Contract which does not otherwise have a specified contractual remedy, provided that: (a) Buyer shall

first provide Seller with detailed written notice of the breach and of Buyer's intention to terminate the Contract, and (b) Seller shall have failed, within 30 days after receipt of the notice, to commence and diligently pursue cure of the breach.

11.2 If Buyer terminates the Contract pursuant to Section 11.1, (i) Seller shall reimburse Buyer the difference between that portion of the Contract Price allocable to the terminated scope and the actual amounts reasonably incurred by Buyer to complete that scope, and (ii) Buyer shall pay to Seller (a) the portion of the Contract Price allocable to Products completed, (b) lease fees incurred, and (c) amounts for Services performed before the effective date of termination. The amount due for Services shall be determined in accordance with the milestone schedule (for completed milestones) and rates set forth in the Contract (for work toward milestones not yet achieved and where there is no milestone schedule), as applicable or, where there are no milestones and/or rates in the Contract, at Seller's then-current standard time and material rates.

11.3 Seller may suspend or terminate the Contract (or any affected portion thereof) immediately for cause if Buyer (i) becomes Insolvent/Bankrupt, or (ii) materially breaches the Contract, including, but not limited to, failure or delay in Buyer providing Payment Security, making any payment when due, or fulfilling any payment conditions.

11.4 If the Contract (or any portion thereof) is terminated for any reason other than Seller's default under Section 11.1, Buyer shall pay Seller a cancellation fee in accordance with the cancellation fee schedule set forth in Seller's quotation. The amount due for Services shall be determined in accordance with the milestone schedule (for completed milestones) and rates set forth in the Contract (for work toward milestones not yet achieved and where there is no milestone schedule), as applicable or, where there are no milestones and/or rates in the Contract, at Seller's then-current standard time and material rates.

11.5 Either Buyer or Seller may terminate the Contract (or the portion affected) upon twenty (20) days advance notice if there is an excusable event (as described in Article 10) lasting longer than ninety (90) days or such other period agreed upon in writing. In such case, Buyer shall pay to Seller amounts payable under Section 11.4, provided that Buyer's payments shall include the cancellation charge for uncompleted Products if the excusable event(s) leading to the termination included an act or omission of the Buyer or Buyer's contractors or suppliers but Buyer shall not be required to pay the cancelation charge if the excusable event(s) leading to termination did not include any act or omission of the Buyer or Buyer's contractors or suppliers.

11.6 Buyer shall pay all reasonable expenses incurred by Seller in connection with a suspension, including, but not limited to, expenses for repossession, fee collection, demobilization/remobilization and costs of storage during suspension. The schedule for Seller's obligations shall be extended for a period of time reasonably necessary to overcome the effects of any suspension.

12. COMPLIANCE WITH LAWS AND REGULATIONS

12.1 Seller shall comply with laws applicable to the manufacture of Products and its performance of Services. Buyer shall comply with laws applicable to the purchase, application, operation, use and disposal of the Products and Services, including without limitation those regarding anticorruption/antibribery; fair competition (antitrust); and environment, health and safety (EHS). Buyer acknowledges it had access, reviewed, and fully understands GE Vernova's Integrity Policies. Seller shall at all times comply with the GE Vernova Integrity Policies. The GE Vernova Integrity Policies can be accessed electronically at https://www.gevernova.com/sites/default/files/2024-03/ge_vernova_the_spirit_the_letter.pdf

12.2 Seller's obligations are conditioned upon Buyer's compliance with all U.S., EU, UK and other applicable trade control laws and regulations. Buyer shall not trans-ship, re-export, divert or direct or otherwise make or allow any disposition of equipment, materials, services, technology, technical data, software or other information or assistance or Product furnished by the Seller under the Contract other than in and to the ultimate country of destination declared by Buyer and specified as the country of ultimate destination on Seller's invoice. The Buyer hereby certifies that the equipment, materials, services, technology, technical data, software or other information or assistance or product furnished by the Seller under the Contract will not be used in the design, development, production, stockpiling or use of chemical, biological or nuclear weapons. The Buyer shall also ensure that the bank or financial institution or other entity executing any payments or financial transactions under the Contract on behalf of the Buyer (including without limitation the issuance of any payment securities such as a letter of credit) is not subject to any export regulation prohibiting to do business with such bank, financial institution or entity. Should the Buyer fail to comply with any of the obligations as specified above, the Seller may, without prejudice to the exercise of any other rights or remedies which may be available to it, terminate the Contract by giving the Buyer notice in writing to that effect.

In the event of a change in applicable trade control laws and regulations, including but not limited to the laws of the U.S., EU and UK and changes in the interpretation thereof, or in the event an authorization pursuant to said laws is either denied, revoked, withdrawn or cancelled at any time, preventing the Seller from executing its obligations without breaching such applicable trade control laws and regulations or makes Seller's execution of its obligations unreasonably burdensome or

unbalanced, Seller shall have the right without incurring liability to the Buyer to (i) withdraw its proposal, or (ii) either suspend its performance of the Contract or terminate the Contract. If the suspension lasts more than four (4) months, either party shall have the right to terminate the Contract by giving the other Party notice in writing to that effect.

12.3 Notwithstanding any other provision, Buyer shall timely obtain, effectuate and maintain in force any required permit, license, exemption, filing, registration and/or other authorization, including, but not limited to, building and environmental permits, import licenses, environmental impact assessments, and foreign exchange authorizations, required for the lawful performance of Services at the Site or fulfillment of Buyer's obligations, except that Seller shall obtain any license or registration necessary for Seller to generally conduct business, including transportation permits, and visas or work permits, if any, necessary for Seller's personnel. Buyer shall provide reasonable assistance to Seller in obtaining such visas and work permits.

13. ENVIRONMENTAL, HEALTH AND SAFETY MATTERS

13.1 Buyer shall maintain safe working conditions at the Site, including, without limitation, implementing appropriate procedures regarding Hazardous Materials, confined space entry, and energization and de-energization of power systems (electrical, mechanical and hydraulic) using safe and effective lock-out/tag-out ("LOTO") procedures including physical LOTO or a mutually agreed upon alternative method.

13.2 Buyer shall timely advise Seller in writing of all applicable Site-specific health, safety, security and environmental requirements and procedures. Without limiting Buyer's responsibilities under Article 13, Seller has the right but not the obligation to, from time to time, review and inspect applicable health, safety, security and environmental documentation, procedures and conditions at the Site.

13.3 If, in Seller's reasonable opinion, the health, safety, or security of personnel or the Site is, or is apt to be, imperiled by security risks, terrorist acts or threats, the presence of or threat of exposure to Hazardous Materials, or unsafe working conditions, Seller may, in addition to other rights or remedies available to it, evacuate some or all of its personnel from Site, suspend performance of all or any part of the Contract, and/or remotely perform or supervise work. Any such occurrence shall be considered an excusable event. Buyer shall reasonably assist in any such evacuation.

13.4 Operation of Buyer's equipment is the responsibility of Buyer. Buyer shall not require or permit Seller's personnel to operate Buyer's equipment at Site.

13.5 Buyer will make its Site's medical facilities and resources available to Seller's personnel who need medical attention.

13.6 Seller has no responsibility or liability for the pre-existing condition of Buyer's equipment or the Site. Prior to Seller starting any work at Site, Buyer will provide documentation that identifies the presence and condition of any Hazardous Materials existing in or about Buyer's equipment or the Site that Seller may encounter while performing under this Contract. Buyer shall disclose to Seller industrial hygiene and environmental monitoring data regarding conditions that may affect Seller's work or personnel at the Site. Buyer shall keep Seller informed of changes in any such conditions.

13.7 Seller shall notify Buyer if Seller becomes aware of: (i) conditions at the Site differing materially from those disclosed by Buyer, or (ii) previously unknown physical conditions at Site differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract. If any such conditions cause an increase in Seller's cost of, or the time required for, performance of any part of the work under the Contract, an equitable adjustment in price and schedule shall be made.

13.8 If Seller encounters Hazardous Materials in Buyer's equipment or at the Site that require special handling or disposal, Seller is not obligated to continue work affected by the hazardous conditions. In such an event, Buyer shall eliminate the hazardous conditions in accordance with applicable laws and regulations so that Seller's work under the Contract may safely proceed, and Seller shall be entitled to an equitable adjustment of the price and schedule to compensate for any increase in Seller's cost of, or time required for, performance of any part of the work. Seller shall properly store, transport and dispose of all Hazardous Materials introduced, produced or generated in the course of Seller's work at the Site, but Seller shall have no responsibility for any pre-existing Hazardous Materials or pre-existing hazardous conditions at the Site.

13.9 Buyer shall indemnify Seller for any and all claims, damages, losses and expenses arising out of or relating to any Hazardous Materials which are or were (i) present in or about Buyer's equipment or the Site prior to the commencement of Seller's work, (ii) improperly handled or disposed of by Buyer or Buyer's employees, agents, contractors or subcontractors, or (iii) brought, generated, produced or released on Site by parties other than Seller.

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14. CHANGES

14.1 Each party may, at any time, propose changes in the schedule or scope of Products or Services. Seller is not obligated to proceed with any change until both parties agree upon such change in writing. The written change documentation will describe the changes in scope and schedule and the resulting changes in price and other provisions, as agreed.

14.2 The scope, Contract Price, schedule, and other provisions will be equitably adjusted to reflect additional costs or obligations incurred by Seller resulting from a change, after Seller's proposal date, in Buyer's Site-specific requirements or procedures, or in industry specifications, codes, standards, applicable laws or regulations. However, no adjustment will be made on account of a general change in Seller's manufacturing or repair facilities resulting from a change in laws or regulations applicable to such facilities. Unless otherwise agreed by the parties, pricing for additional work arising from such changes shall be at Seller's time and material rates.

14.3 It shall be acceptable and not considered a change if Seller delivers a Product that bears a different, superseding or new part or version number compared to the part or version number listed in the Contract.

15. LIMITATIONS OF LIABILITY

15.1 The total liability of Seller for all claims of any kind arising from or related to the formation, performance or breach of this Contract, or any Products or Services, shall not exceed the purchase Price of the specific Product or Service giving rise to the claim.

15.2 Seller shall not be liable for loss of profit or revenues, loss of use of equipment or systems, interruption of business, cost of replacement power, cost of capital, downtime costs, increased operating costs, any special, consequential, incidental, indirect, or punitive damages, or claims of Buyer's customers for any of the foregoing types of damages.

15.3 All Seller liability shall end upon expiration of the applicable warranty period, provided that Buyer may continue to enforce a claim for which it has given notice prior to that date by commencing an action or arbitration, as applicable under this Contract, before expiration of any statute of limitations or other legal time limitation but in no event later than one year after expiration of such warranty period.

15.4 Seller shall not be liable for advice or assistance that is not required for the work scope under this Contract.

15.5 If Buyer is supplying Products or Services to a third party, or using Products or Services at a facility owned by a third party, Buyer shall either (i) indemnify and defend Seller from and against any and all claims by, and liability to, any such third party in excess of the limitations set forth in this Article 15, or (ii) require that the third party agree, for the benefit of and enforceable by Seller, to be bound by all the limitations included in this Article 15.

15.6 For purposes of this Article 15, the term "Seller" means Seller, its affiliates, subcontractors and suppliers of any tier, and their respective employees. The limitations in this Article 15 shall apply regardless of whether a claim is based in contract, warranty, indemnity, tort/extra-contractual liability (including negligence), strict liability or otherwise, and shall prevail over any conflicting terms, except to the extent that such terms further restrict Seller's liability.

16. GOVERNING LAW AND DISPUTE RESOLUTION

16.1 This Contract shall be governed by and construed in accordance with the laws of the State of New York without giving effect to any choice of law rules that would cause the application of laws of any other jurisdiction (the "Governing Law"). If the Contract includes the sale of Products and the Buyer is outside the Seller's country, the United Nations Convention on Contracts for the International Sale of Goods shall apply.

16.2 In the event of any dispute arising out of or in connection with this Contract, including any question regarding its existence or validity, the parties agree to submit the matter to mediation under the ICC mediation Rules, without prejudice to either party's right to seek emergency, interim or conservatory measures of protection at any time.

If the dispute has not been settled pursuant to the ICC Mediation Rules within thirty (30) days following the filing of a request for Mediation or within such other period as the parties may agree in writing, such dispute shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said Rules of Arbitration. In case the arbitral tribunal is constituted of more than one arbitrator, the party-appointed arbitrators shall, for a period of two (2) weeks following the date on which their appointments have both been confirmed, attempt to reach agreement on the president of the arbitral tribunal. For this purpose, the arbitrators may communicate with the parties on an

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ex-parte basis. If the two arbitrators are unable to agree upon the third, upon request of either Buyer or Seller, the President of the ICC shall appoint the third.

The seat, or legal place, of the mediation and arbitration shall be New York City, NY.

The language to be used in the mediation and in the arbitration shall be the English language.

The parties' written submissions shall, to the extent possible, contain all arguments and supporting materials on fact, law and damages, including all exhibits on which each party intends to rely, supporting witness statements, expert reports and legal authorities.

17. INSPECTION AND FACTORY TESTS

Seller will apply its normal quality control procedures in manufacturing Products and perform any factory tests in accordance with Seller's standard procedures. Seller shall attempt to accommodate requests by Buyer to witness Seller's factory tests of Products, subject to appropriate access restrictions, if such witnessing can be arranged without delaying the work and provided further that such witnessing requests and factory visits shall be subject to payment of the price set forth in Seller's quotation (only if the same are expressly priced therein). In the event the factory tests or any other tests to be performed under the Contract cannot be either witnessed or performed (as the case may be) by the Buyer for any reason (including as a consequence of any pandemic) and the Buyer cannot delegate any third party to represent it, or to perform the tests in its name and on its behalf, the Seller may propose to the Buyer alternate measures in order to avoid delaying the testing, including but not limited to the use of electronic messaging services such as Skype, Teams or equivalent, recording devices such as cameras, and a distribution of results via electronic storage media such as DVD or streamed videos. The Buyer and the Seller shall make their best efforts to agree on such measures with a view not to delay the testing of the Products, provided however that Buyer expressly acknowledges and agrees that there are no holding points allowed in Seller's manufacturing process. If despite reasonable alternate measures proposed by the Seller, the Buyer instructs the Seller to suspend or postpone the performance of the tests, the Seller shall, notwithstanding anything to the contrary in the Contract, be entitled to a reasonable extension of the time for completion and compensation by the Buyer for the additional costs incurred as a result of the suspension or postponement of the affected tests. Travel and living expenses of Buyer personnel to witness such tests shall be borne by Buyer, unless otherwise agreed by the Parties.

18. FIRMWARE AND SOFTWARE

Seller grants Buyer a non-exclusive license to use Firmware solely in connection with use of the Product for which the Firmware is provided by Seller. Buyer shall not sublicense, assign, or otherwise transfer the license to use the Firmware to any third party, except with that specific Product and to the extent such transfer is not otherwise restricted by the Contract. If Seller provides any software to Buyer other than Firmware, the Software License Addendum shall apply. If there is any conflict between these "Terms and Conditions for the Sale of Products and Services, Form **PGE2025**" and the terms of any addendum incorporated pursuant to this Article 18, the terms of the addendum shall take precedence with respect to the applicable scope.

19. GENERAL CLAUSES

19.1 Products and Services sold by Seller are not intended for use in connection with any nuclear facility or activity, and Buyer warrants that it shall not use or permit others to use Products or Services for such purposes, without the advance written consent of Seller. If, in breach of this, any such use occurs, Seller (and its parent, affiliates, suppliers and subcontractors) disclaims all liability for any nuclear or other damage, injury or contamination, and, in addition to any other rights of Seller, Buyer shall indemnify and hold Seller (and its parent, affiliates, suppliers and subcontractors) harmless against all such liability. Consent of Seller to any such use, if any, will be conditioned upon additional terms and conditions that Seller determines to be acceptable for protection against nuclear liability.

19.2 Seller may assign or novate its rights and obligations under the Contract, in whole or in part, to any of its affiliates or may assign any of its accounts receivable under this Contract to any party without Buyer's consent. Buyer agrees to execute any documents that may be necessary to complete Seller's assignment or novation. Seller may subcontract portions of the work, so long as Seller remains responsible for it. The delegation or assignment by Buyer of any or all of its rights or obligations under the Contract without Seller's prior written consent (which consent shall not be unreasonably withheld) shall be void.

19.3 Buyer shall notify Seller immediately upon any change in ownership of more than fifty percent (50%) of Buyer's voting rights or of any controlling interest in Buyer. If Buyer fails to do so or Seller objects to the change, Seller may (a) terminate the Contract,

(b) require Buyer to provide adequate assurance of performance (including but not limited to payment), and/or (c) put in place special controls regarding Seller's Confidential Information.

19.4 If any Contract provision is found to be void or unenforceable, the remainder of the Contract shall not be affected. The parties will endeavor to replace any such void or unenforceable provision with a new provision that achieves substantially the same practical and economic effect and is valid and enforceable.

19.5 The following Articles shall survive termination or cancellation of the Contract: 2, 3, 4, 5, 6, 7, 8, 10, 11, 12, 13, 15, 16, 18, 19 and 20.

19.6 The Contract represents the entire agreement between the parties. No oral or written representation or warranty not contained in this Contract shall be binding on either party. Buyer's and Seller's rights, remedies and obligations arising from or related to Products and Services sold under this Contract are limited to the rights, remedies and obligations stated in this Contract. No modification, amendment, rescission or waiver shall be binding on either party unless agreed in writing.

19.7 Except as provided in Article 15 (Limitations of Liability) and in Section 19.1 (no nuclear use), this Contract is only for the benefit of the parties, and no third party shall have a right to enforce any provision of this Contract, whether under the English Contracts (Rights of Third Parties) Act of 1999 or otherwise.

19.8 This Contract may be signed in multiple counterparts that together shall constitute one agreement. If permitted by applicable laws, the Contract may be signed by the parties using certified digital signature tools such as Docusign, or any other agreed upon certified means.

20. U.S. GOVERNMENT CONTRACTS

20.1 This Article 20 applies only if the Contract is for the direct or indirect sale to any agency of the U.S. government and/or is funded in whole or in part by any agency of the U.S. government.

20.2 Buyer agrees that all Products and Services provided by Seller meet the definition of "commercial-off-the-shelf" ("COTS") or "commercial item" as those terms are defined in Federal Acquisition Regulation ("FAR") 2.101. Unless otherwise specifically stated by Seller in this Contract, Seller makes no representation or warranty as to the country of origin of Products. Buyer agrees any Services offered by Seller are exempt from the Service Contract Act of 1965 (FAR 52.222-41). The version of any applicable FAR clause listed in this Article 20 shall be the one in effect on the effective date of this Contract.

20.3 If Buyer is an agency of the U.S. Government, then as permitted by FAR 12.302, Buyer agrees that all paragraphs of FAR 52.212-4 (except those listed in 12.302(b)) are replaced with these Terms and Conditions. Buyer further agrees the sub-paragraphs of FAR 52.212-5 apply only to the extent applicable for sale of COTS and/or commercial items and as appropriate for the Contract Price.

20.4 If Buyer is procuring the Products or Services as a contractor, or subcontractor at any tier, on behalf of any agency of the U.S. Government, then Buyer agrees that FAR 52.212-5(e) or 52.244-6 (whichever is applicable) applies only to the extent applicable for sale of COTS and/or commercial items and as appropriate for the Contract Price.

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Cancellation / Delay Policy

Cancellation of an order will be accepted after the purchaser has given written notice, with the following conditions:

1. If the cancellation occurs after order acknowledgement, the termination charge will be ten percent (10%) of the purchase price.
2. If the cancellation occurs after procurement start of long lead-time items, then the termination charge will be thirty percent (30%) of the purchase price.
3. If the cancellation occurs after approval drawings have been issued, the termination charge will be sixty percent (60%) of the purchase price.
4. Notwithstanding items 1, 2 and 3 above, if the order is cancelled by the purchaser, the cancellation charge shall be one hundred percent (100%) of the purchase price depending on the cancellation timing as set forth in the table below (Figure 1).
5. Depending on the type of unit as set forth in Figure 1, if the order is suspended or shipment is delayed, the equipment will be completed and invoiced. Storage shall be subject to availability and any related costs shall be at the customer's expense.
6. If the order is suspended or shipment is delayed at a point greater than the number of weeks established in Figure 1 (depending on the type of unit) prior to scheduled ship date, then a new ship date will be mutually agreed upon within ten (10) days, or Prolec reserves the right to reschedule or cancel, and any cancellation penalties will be issued.
7. If a request to delay shipment changes the scheduled ship date, an adjustment to the base price may be necessary.

Figure 1

Type of unit (base MVA)	Number of weeks prior to shipment
Up to 50 MVA	52 weeks
50 to 100 MVA	65 weeks
Greater than 100 MVA	78 weeks

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Five Year Power Transformer Warranty

Seller warrants to the original purchaser that the complete transformer, together with all parts included in the original purchase (the "Transformer"), has been designed in accordance with the specifications of the original purchaser and that the Transformer will be free from defects in material and workmanship under normal use and service for a period of five (5) years from the date of arrival of the Transformer at its destination from the factory. Seller's liability under this warranty does not extend to defects caused by vandalism, improper installation, improper maintenance, alterations by purchaser, purchaser-furnished materials, or improper operation. For this warranty to be valid, Seller requires that all transformer windings shall be protected from surges with arresters mounted on the transformer tank or an insulation coordination study may be required.

A customer service representative must be present during field assembly, vacuum filling (if required) and inspection of the installation prior to energization. In the event that the Transformer is relocated, a customer service representative must be present during field re-assembly, vacuum-filling (if required) and inspection of the reinstallation prior to re-energization.

Purchaser forfeits the provisions of the Five-Year Warranty if either of these service requirements is not followed.

If any part is found to contain defects in material and/or workmanship during the five-year warranty period, Seller's liability and Purchaser's remedies under this warranty shall be limited solely to repair or replacement, at Seller's option, of the defective part. Decision on the location, method and extent of repairs rests solely with Seller. Purchaser shall give Seller prompt written notice of any claim hereunder. Seller shall be given a reasonable opportunity to investigate all claims, and no parts may be returned to Seller without authorization and instructions from the Customer Service Department.

During the first year, this warranty covers freight within the 48 contiguous United States, Mexico and Brazil in full. This warranty also covers the cost of removal from the site and reinstallation after repair, subject to a limit of 10% of the original selling price. Costs of moving structures or associated equipment not included in Seller's scope are expressly excluded from this warranty coverage. During the last four (4) years, freight within the 48 contiguous United States, Mexico and Brazil, costs of removal from the site and reinstation after repair are excluded from this warranty.

Under no circumstances will Seller be responsible for damage in excess of the sale price to Purchaser for the goods and/or services for which damages are claimed.

This provides the exclusive remedies for all claims based on failure of or defect of the Transformer, regardless of when the failure or defect arises, and whether a claim, however described, is based on contract, warranty, indemnity, tort/extra-contractual liability (including negligence), strict liability or otherwise. The warranties provided herein are exclusive and are in lieu of all other warranties, conditions and guarantees whether written, oral, implied or statutory. THIS WARRANTY IS EXCLUSIVE AND IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. SELLER SHALL NOT BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXPENSES OF ANY KIND, INCLUDING LOSS OF PROFITS.

In the event a performance bond is provided as part of the contract to which this warranty applies, the Surety's liability shall be limited to one (1) year from the date of delivery of the Transformer. The remaining four (4) year warranty period is solely the obligation of Seller.

CUSTOMER ACKNOWLEDGES THAT THIS WARRANTY MAY BE DEEMED VOID BY SELLER UNTIL PAYMENT IS RECEIVED IN FULL FOR ALL UNDISPUTED INVOICES RELATED TO THE TRANSFORMER, STORAGE OF THE TRANSFORMER, AND ANY RELATED SERVICES.

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TC04-0125I

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Prolec GE Waukesha Warranty Validation
(<100MVA)

Waukesha® Service personnel are required to provide assistance to a customer during installation of the transformer and verify proper assembly to facilitate activation of the applicable warranty.

Minimum requirements for warranty validation are as follows:

- Waukesha® Service personnel will perform internal inspection of transformer and witness the installation and connection of bushings.
- Waukesha® Service personnel will complete service warranty validation checklist.
- Customer will provide vacuum filling records, where applicable.
- Customer will perform electrical acceptance tests and provide copies of test results to Waukesha; as specified in Waukesha's Pre-operational Testing Instruction Booklet 2012, the minimum acceptance tests include:
    - Core Insulation Resistance (Megger)
    - Winding Insulation Resistance
    - Transformer Turns Ratio
    - Insulation Power Factor of Bushings and Windings (Doble)
    - General Oil Chemistry Tests – Dielectric Strength, Power Factor and Moisture Content

Pricing is based upon a single mobilization to jobsite during standard work hours. When requested assistance lasts longer than 5 days, requires overtime assistance or multiple mobilizations to the site, the extra work will be billed in accordance with rates designated on the current Waukesha® Service Technician & Specialist Rate Schedule sheet.

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Assembly, Vacuum Filling & Testing: Units Shipped Without Oil

applicable for transformers < 100 MVA base rating and < 345kV

If included in the quoted price or selected as an “adder” as outlined in the proposal, Prolec GE (PGE) Waukesha service crews and equipment will perform transformer installation once the transformer has been placed on the pad. Assembly and testing work will include the following:

ASSEMBLY



- Install, connect and tape, as necessary, all bushings
- Hang and brace radiators and/or fans
- Mount oil preservation system, if required
- Mount lightning arresters, if required
- Mount control cabinet, if required
- Mount any miscellaneous items removed for shipment
- Check all internal clearances including DETC and LTC (if equipped) for proper alignment and timing
- Hang any conduit removed for shipment; pull and terminate associated wiring

OIL FILLING

- Elevate core/coil temperature, if necessary
- Conduct vacuum leak test
- Vacuum fill in accordance with PGE Waukesha’s Instruction Leaflet Document No. 2011
- Pull vacuum at a level of 1 Torr (1,000 micron,1mm of Hg) or less and hold for a minimum of 8 hours
- Vacuum fill transformer oil while maintaining a vacuum level of 5 torr or less
- Fill conservator tank or activate nitrogen system, as appropriate for transformer design

TESTING

As specified in PGE Waukesha’s Pre-Operational Testing Instruction Booklet No. 2012, the minimum acceptance tests include the following:



- Bushing power factor and capacitance
- Core megger
- Transformer turns ratio
- Insulation power factor
- Insulation resistance
- Functional check of unit control cabinet
- Oil tests after filling
  1. Moisture content
  2. Power factor
  3. Dielectric strength
  4. Dissolved gas analysis
  5. Flash and fire point (natural ester fluid filled units only)

See next page for Scope Clarifications.

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SCOPE CLARIFICATIONS

For all transformer installations, the following apply:

- Purchaser shall be responsible for switching, lock out and grounding of any equipment necessary to establish safe work area.
- Purchaser shall provide suitable, free, clear, unlimited and compacted access route, roads and area around work location for access of service equipment.
- Purchaser shall connect all external protection, control and relay wiring, as required.
- Purchaser shall connect all external bushing terminations or bus work, as required.
- Purchaser shall assemble any deluge systems, as required.
- PGE Waukesha service crews will compile all crating and waste material in designated area; however, purchaser shall be responsible for disposal of solid wastes.
- Purchaser shall provide one open top drum and one closed top drum for disposal of all waste, flush and scrap oil generated in execution of work.
- Purchaser shall provide communication and sanitation facilities.
- No provisions have been included for secondary oil containment as may be required for compliance to local site SPCC programs.
- No provisions have been included for Union Labor requirements.
- Any site specific or customer required access and/or safety training is not included in pricing and would be billed at applicable field service rates.
- If a natural ester fluid is included in this quotation, acceptance test results of that fluid will differ from the typical values of transformers filled with mineral oil. Insulation power factor values are expected to increase and insulation resistance values are expected to decrease when compared to test values with mineral oil insulation system.
- If a natural ester fluid is included in this quotation, purchaser shall be responsible for disposal of all totes/drums utilized for make-up and flush oil that is generated during course of project; PGE Waukesha can arrange for disposal upon request at an additional cost.



Should additional requirements, tests and/or processing procedures apply, please contact Prolec GE Waukesha Service for pricing at 800.758.4384.

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waukesha®

Transformer Service Solutions to 765kV

Available for ALL Manufacturers' Units

24/7 EMERGENCY SERVICE 888-365-24x7



Waukesha's service team focuses on maintaining performance quality, reliability and life of transformers and load tap changers throughout your electric power system — whether manufactured by Prolec GE Waukesha or other suppliers. Our mission is simple: to keep your transformers up and running with responsive and cost-effective service and maintenance support 24/7/365.

TRANSFORMER INSTALLATION & LOGISTICS
- Heavy Hauling
- Rigging
- Assembly
- Oil Filling
- Acceptance Testing
- Relocation

TRANSFORMER TESTING SERVICES
- Insulation Resistance
- Power Factor
- Transformer Turns Ratio
- Winding Resistance
- CT Testing
- Leakage Reactance
- Winding Excitation & Alarm Checks
- Gauge Calibration
- Sweep Frequency Response Analysis
- Dissolved Gas Analysis & General Chemistry
- Materials Analysis

TRANSFORMER MAINTENANCE
- Inspections
- Component Addition & Replacement
- Regasketing
- Leak Repairs
- Life Extension
- Oil Preservation System Upgrades
- Control Upgrades
- Retrofits
- Removal, Sourcing and Installation of Conservator Aircells, Regardless of OEM

TRANSFORMER OIL PROCESSING
- Field Dry Out
- Vacuum Filling
- Hot Oil Processing
- Cryogenic Drying (Cold Traps)
- Fullers Earth Reclamation
- Natural Ester Retrofills

SPARE PARTS
- Bushings/Arresters
- Cooling Equipment
- Gauges/Controls
- Gaskets
- Transformer Health Products®
- LTC Parts

TRAINING SERVICES
- LTC Training
- Maintenance Training
- Testing Training
- Print Reading
- Oil Processing Training

LTC MAINTENANCE
- All Manufacturers
- Inspections
- Overhauls
- Upgrade Kits
- Filtration Installation
- Core Replacement
- Vacuum Retrofits

TECHNICAL SERVICES
- Condition Assessment Studies
- Life Assessment Studies
- Thermal Uprate Studies
- Component Retrofits
- Failure Analysis
- Feasibility Studies
- Technical Supervision





LOCATION
Prolec-GE Waukesha, Inc.
2701 US Hwy 117 South
Goldsboro, NC 27530
800-758-4384
waukeshaservice.com

transformers | service | training | components

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Transformer Oil Specification

(as received from refiner)

Waukesha's standard is **inhibited mineral oil with 0.3% max DBPC (oxidation inhibitor)**. Oil meeting other specific customer requirements may be available upon request.

Oil is purchased only from approved domestic sources, and for each approved source, oil has been tested and proven to meet the following specification values:

KEY PROPERTIES	ASTM TEST METHOD	IEEE / ASTM D-3487 LIMITS
Physical Properties		
Color	D1500	0.5 max
Flash point, °C	D92	145 min
Interfacial tension @ 25°C (dynes/centimeter)	D971	40 min
Pour point, °C	D97	–40 max
Specific gravity @ 15°C/15°C	D1298	0.91 max
Viscosity, SSU/cSt @	D88 / D445	
100°C		36 / 3.0 max
40°C		60 / 11 max
0°C		350 / 76.0 max
Polychlorinated Biphenyls (PCBs) ppm	D-4059	Not Detectable
Visual appearance	D1524	Clear and Bright
Chemical Properties		
Aniline point, °C	D611	63 min
Approved antioxidant content, wt %	D2668, D1473	0.30 max
Corrosive sulfur [1] Test to be run for 48 hours @ 150°C	D1275	Non-Corrosive
Moisture, ppm	D1533	35 max*
Neutralization number, mg KOH/g of oil	D974	0.03 max
Oxidation stability Method A (acid / sludge test) 72 hours sludge, wt % Neutralization value, mg KOH/g 164 hours sludge, wt % Neutralization value, mg KOH/g	D2440	 0.10 max 0.30 max 0.20 max 0.40 max

*35 ppm max as received from refiner; Waukesha dehumidifies to lower value for installation in transformer.

Continued on next page…

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KEY PROPERTIES	ASTM TEST METHOD	IEEE / ASTM D-3487 LIMITS
Electrical Properties		
Dielectric breakdown voltage at 60 hertz Disc electrodes, kV VDE electrodes, kV @ 0.040-in. gap or @ 0.080-in. gap	 D877 D1816* D1816*	 30 min 28 min 56 min
Dielectric breakdown voltage 25°C impulse conditions, kV Needle (negative)-to-sphere (grounded) @ 1-in gap	D3300	 145 min
Power factor at 60 hertz, % at: 25°C 100°C	 D924 D924	 0.05 max 0.30 max
Gassing Tendency @ 80°C (µL/min)	D-2300 B	+ 30 max

*D1816 only applies to new oil that has been filtered, dehumidified and degasified.

Oil shall be PCB-free to existing current law. Properties as listed are only attainable on new oil as received from the refinery. It is expected that oil contained in equipment as received from the manufacturer when properly sampled from such equipment usually exhibits characteristics slightly different from those obtained from new oil, which has not been in contact with apparatus constructional materials. In such cases, the oil, as drawn from the transformer, should be evaluated per IEEE C57.106 latest revision for acceptance and maintenance of insulating oil in equipment.

IN-PLANT QUALITY CONTROL

In addition to extensive testing by an independent testing laboratory to determine approved sources of supply, Waukesha performs acceptance tests on each shipment of oil received.

Waukesha receives oil at its plants in dedicated tank cars and trucks. Upon arrival, acceptance testing is performed before the oil is unloaded into a Waukesha storage tank. Prior to filling a transformer, oil is degasified and dehumidified, passed through Fullers Earth and re-filtered at various points in the process.

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Transformer Paint Systems

Waukesha provides as standard a coating system that exceeds the requirements of IEEE C57.12.29, “Enclosure Integrity—Above-Ground Pad-Mounted Enclosures” specification (the specification for pad-mounted equipment). The coating system consists of an epoxy primer with a polyurethane topcoat. This process has been both lab tested and field evaluated.

Coating system processes used for the transformer are as follows:

SUBSTRATE
Hot rolled low alloy steel.

SURFACE PREPARATION
The performance of a coating system is highly dependent upon the condition of the surface to which the coating is applied. All sharp edges, scale, weld spatter and surface irregularities shall be removed by shot blasting, hand grinding, sanding or other appropriate manufacturing procedures.

Shot blasted per SSPC-SP6 (Commercial Blast Cleaning) then detergent washed with an iron phosphate conversion coating and a non-chrome seal.

-or-

Blast to SSPC-SP10 (near white) condition and apply paint within 24 hours.

COATING PROCEDURE
Interior of tank and tank cover are coated using a white, two-part, oil-resistant epoxy enamel. The exterior surfaces are first painted using a two-part epoxy primer then top coated using a two-part urethane enamel. All coating materials are applied using plural component equipment that automatically measures and mixes the paint systems to eliminate operator error. The coatings are then force cured to produce a uniform cured coating.

COATING RESULT
Interior coating compatible with transformer oil per ASTM 3455; 3 mil exterior coating capable of meeting IEEE C57.12.29.

The two-component coatings used for painted surfaces have a high crosslink density and an exceptional barrier property characteristic. Two-component systems develop full corrosion resistance at a 2 mil total film thickness (primer and topcoat); in fact, the mechanical properties of any organic coating will deteriorate as the thickness approaches 5 mils. For these reasons, the Waukesha paint system exhibits optimal performance at a nominal 3 mil thickness (range 3–5 mils).

NOTE: Radiators are purchased from an outside supplier and are hot dip galvanized or painted to meet the customer’s specification.

See next page for paint system test results.

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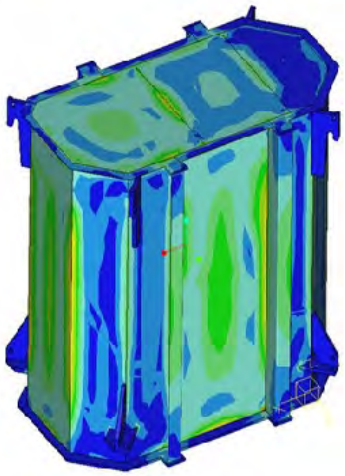
EXTERIOR PAINT SYSTEM PERFORMANCE

TEST	ASTM TEST METHOD	RESULTS
Adhesion	D-3359-B	No Removal
Salt Spray	B-117	1500 Hrs, 1/32” Loss of Adhesion
Humidity	D2247	1000 Hrs @ 40°C; No Blisters
Impact	D-2794	160 in/lbs., No Chipping
U-V Resistance	G-53	500 Hrs, Less than 15% Gloss Change
Taber Abrasion	D-4060	More than 3,000 Cycles @ 3 Mils
Oil Resistance	72 Hrs @ 100°C	No Effect
Thermal Aging	1,000 Hrs @ 120°C	No Effect
Pencil Hardness	D-3363	2-H After 2 Weeks
VOCs	D-2369	3.5 #/gal.

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Transformer Tank Design and Construction

Tank integrity is essential for reliability and long transformer life. To help ensure a perfect fit to the application, Waukesha designs all transformer tanks to high internal standards while taking customer specifications into account.



Finite Element Analysis

All Waukesha® transformer tanks feature the following:

- Hot-rolled, low carbon steel plates plasma cut to critical tolerances then joined via submerged arc welding to ensure against cracked seams and irregularities
- Formed tank corners which eliminates high stress corner welds
- Jack pads and lifting hooks for lifting, jacking or pulling, meeting the criteria of C57.12.10
- Guides used to solidly "fit" and brace the completed core and coil assembly inside the tank to prevent shifting during shipment
- Slightly domed covers to help prevent water accumulation
- Raised flanges with machined gasket grooves in cover openings
- Conveniently located hand holes and/or manholes for easy access to the lower end of bushings, terminal boards and upper portion of core and coil assembly

Additionally, Waukesha's standard coating system exceeds the requirements of ANSI/IEEE C57.12.28, the specification for pad-mounted equipment.

TANK DESIGN STYLES

Waukesha uses several tank design styles to optimize the use of tank steel, transformer oil and lead time. All are designed to withstand full vacuum and pressures 25% greater than achieved during normal operation. The tank design shown on the preliminary bid outline is an initial estimate and *subject to change based on the optimum design criteria*. The best tank design is chosen based on unit specifications, including overall dimensions, equipment location, cooling requirements and shipping profile.

Octagonal Tank Design

Octagonal end walls are used when possible to optimize total oil volume and installed transformer weight, resulting in lower overall footprint.



Rectangular Tank Design

Horizontal stiffener designs can be used where full length walls are necessary for mounting various accessories. This configuration can also be used for air expansion on N2 and sealed tank designs to reduce tank height for improved shipping clearances.



Vertical Stiffener Design

Vertical stiffeners are used on larger units when necessary to reduce shipping profile width by using multiple vertical stiffeners. This design is also used on some longer units to produce an optimum tank design with minimal tank wall deflection.



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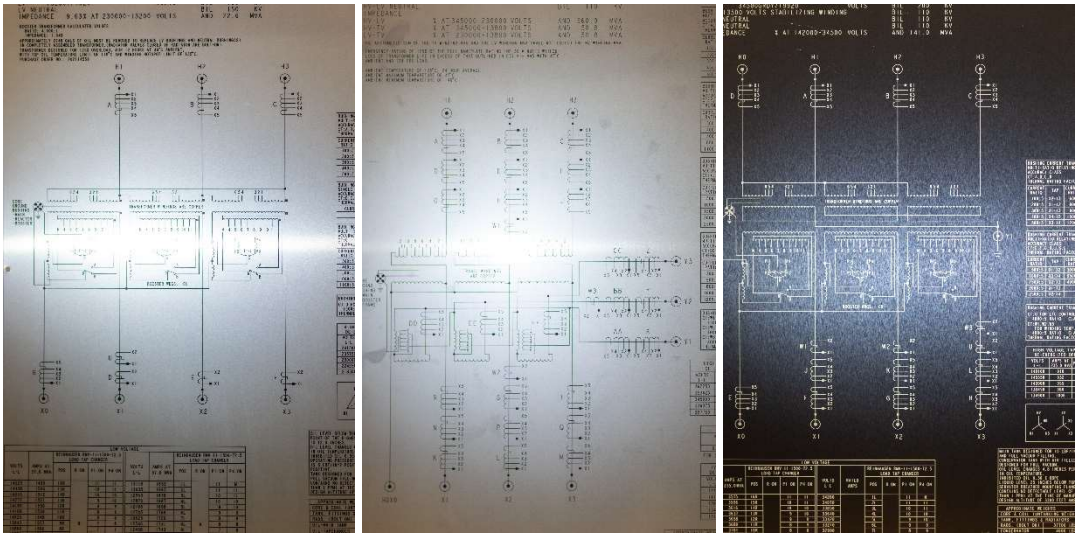
Nameplate - Black Anodized Aluminum

4/11/2023

Prolec GE Waukesha performed an extensive study of nameplate materials and processes to help determine the best product for our customers and for our transformers. We performed testing on stainless steel, aluminum, and anodized aluminum nameplates. We investigated various laser etching machines along with suppliers of nameplates with laser etching capabilities. The various laser etching and marking methods, various ink brands and application methods were subjected each to the following ASTM standards per MS 9510-001:

- Salt Spray — ASTM B-117 — 1000 Hours 40 °C
- Humidity — ASTM D-4585 — 1000 Hours 40 °C
- Taber Abrasion — ASTM D-4060 — 7000 cycles, 1000 gm load
- Temperature Resistance — 1000 Hours 121 °C
- QUV — ASTM G-53 — 400 Light Hours
- Sea Water Immersion — 168 Hours 25 °C
- Acid Resistance (Immersion) — 168 Hours 25 °C
  (3 % Nitric, sulfuric and hydrochloric)
- Solvent Resistance (Immersion) — 168 Hours 25 °C
  (Alcohol, kerosene, MEK, hydraulic fluid, citric cleaners)

When tested per the above listed tests, the legibility and appearance of the nameplate samples were evaluated, and the black anodized performed the best. The abrasion resistance of the anodize aluminum panels also exceeded the aluminum and stainless-steel panels.



Stainless Steel | Aluminum | Black Anodized Aluminum

The anodized aluminum nameplates performed the best out of all the tested nameplates for legibility. The nameplates were far more legible in both bright sunlight and in the dark using a flashlight, due to higher contrast and low reflectivity.

Based on the test results, we are planning to use anodized aluminum nameplates across all of our units. This superior technology is especially critical in high abrasion environments and corrosive environments.

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USA

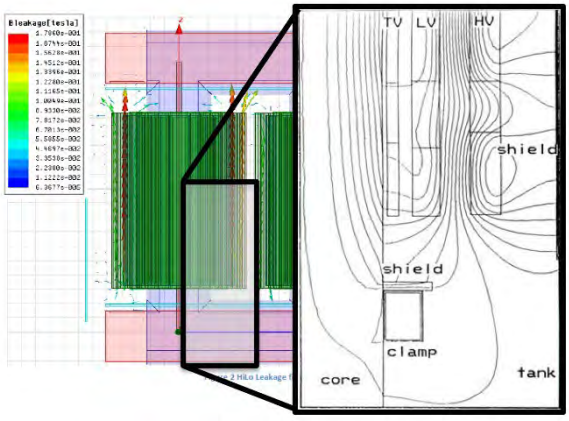
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Short Circuit Testing

DESIGN

All Waukesha® transformers are designed with state-of-the-art tools and manufactured in our factories per strict quality assurance plans to ensure survival through even the worst-case faults. To start, worst-case fault currents are determined assuming infinite bus supply (zero system impedance) for single line to ground as well as three phase faults at the transformer terminals. Using this fault current, all designs are analyzed with detailed stress calculations for worst case combinations of tap positions (LTC and DETC) for all known failure modes. These stresses are then compared to known strengths for each of the failure modes and must have acceptable design margins as set by Waukesha.



MANUFACTURING

All windings are manufactured with rectangular, electrolytic-grade copper conductor or epoxy-bonded, continuously transposed cable (CTC). Radial spacers are locked to strips fastened to the winding cylinders. These radial spacers and other support blocks in the pressure column are manufactured from high density, pre-compressed pressboard or laminated wood. Other specialized components—angle/cap rings, coil collars and static ring insulation—are manufactured from molded grade, soft pressboard as required.



Fully Distributed Regulating Voltage Winding

After the windings are completed, they are thoroughly dried using hot air. After removal from the dryout chamber, coils are hydraulically pressed successively using a predetermined force then pressed again using the clamping force they will experience when fully assembled. When required, radial spacers are adjusted to achieve the required design height, maintaining the design's "electrical center" of the windings for ampere-turn balance, stray flux and axial force mitigation.

The coils are clamped in place by first applying a precise, hydraulic force which compresses the windings to the design height as verified in the coil sizing operation (as described in the paragraph above). In this condition, the coils are fastened in place to maintain a compressive force as specified by Waukesha engineering. Verifying exact clamping pressure and winding height in this manner helps guarantee a finished product that conforms to what was designed in engineering.

The entire clamping technique and underlying scientific principles on which it is based are major contributors to the outstanding Waukesha service record.

See next page for a list of transformers tested for short-circuit at high power laboratories.

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WAUKESHA SHORT CIRCUIT TEST LIST:

MVA RATING	HV RATING	LV RATING
0.833	67 kV Delta	12.47 kV Wye
5 / 6.25	24.4 kV Delta	4.16 kV Wye
5 / 6.25	26.4 kV Delta	4.16 kV Wye
5 / 6.25	59.58 kV Wye	10.66 kV Wye
5 / 6.25	67 kV Delta	12.47 kV Wye
7.5 / 9.375	69 kV Delta	12.47 kV Wye
7.5 / 9.375	138 x 69 kV Delta	26.4 X 13.2 kV Wye
12 / 16 / 20	66 kV Delta	14.4 kV Wye
15 / 20	67 kV Delta	12.47 kV Wye
15 / 20 / 25	69 kV Delta	12.47 kV Wye
1.0	12.47 kV Delta	4.8 kV Wye
3.75	23 kV Delta	4.8 kV Wye
5.0	34.4 kV Delta	12.47 kV Delta
5.0	69 kV Delta	12.47 kV Delta
7.5	23 kV Delta	12.47 kV Wye
7.5	115 kV Delta	13.2 kV Wye
10.0	43.8 kV Delta	24.9 X 12.47 kV Wye
5 / 6.2	34.5 kV Delta	12.47 kV Wye
15 / 20	67 kV Delta	12.5 kV Wye
15 / 20	67 kV Delta	12.5 kV Wye
15 / 20 / 25	120 kV Delta	13.2 kV Wye
15 / 20 / 25	120 kV Delta	13.2 kV Wye
18	39.5 kV Delta	4.8 kV Delta
30	230 kV Delta	55.2 kV Delta



Helical Winding with CTC

Continuous Disk Winding with Copper Magnet Wire



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TC07-0122C

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Agenda Item No: 2

City Council Agenda Item Report

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

Subject:
Approve Ordinance #20-2026, adopting an update to the Lehi City Power Requirements and Standards Electrical Service Information for Power Quality and Customer Equipment.

Suggested Action:

Attachments:

Ord 20-2026

Power Quality and Customer Equipment Detail

ORDINANCE NO: 20-2026

AN ORDINANCE UPDATING THE LEHI CITY POWER REQUIREMENTS AND STANDARDS ELECTRICAL SERVICE INFORMATION FOR POWER QUALITY AND CUSTOMER EQUIPMENT

WHEREAS, the City sees a need to amend and update the City's policies as it relates to power infrastructure to better define current practices and update requirements to ensure that adequate City power can be provided; and

WHEREAS, a public meeting was held by the Lehi City Council on April 14, 2026, after proper notice as required by law, and

WHEREAS, it is the desire of the Lehi City Council to pass the proposed amendments to the power policy document and standard drawings.

PART I:

The Lehi City Power Policy and standard drawings are hereby updated.

PART II:

A. If a provision of this Ordinance 20-2026 conflicts with a provision of a previously adopted ordinance concerning the same title, chapter, and/or section number amended herein, the provision in this Ordinance shall prevail.

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

C. The City Council hereby directs that the official copy of the Lehi City Design Standards and Public Improvements Specifications Manual be updated to reflect the provisions enacted by this Ordinance.

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

Approved and Adopted by the City Council of Lehi City this 14th day of April, 2026.

ATTEST

_____ _____

Paul Binns, Mayor

Teisha Wilson, City Recorder

8. POWER QUALITY AND CUSTOMER EQUIPMENT

8.1 CUSTOMER RESPONSIBILITIES

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

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

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

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

8.2 VOLTAGE DISTURBANCES AND SENSITIVE EQUIPMENT

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

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

8.3 EQUIPMENT CHARACTERISTICS AND SYSTEM COMPATIBILITY

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

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

8.4 VOLTAGE AND FREQUENCY COMPATIBILITY

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

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

8.5. INSPECTION AND EQUIPMENT INFORMATION

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

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

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

8.6 SERVICE TYPES

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

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

8.7 MOTOR PROTECTION

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

8.7.2 PROTECTIVE DEVICES SHALL PROTECT MOTORS AGAINST:

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

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

8.8 INTERFERING LOADS

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

8. ADDITIONAL REQUIREMENTS

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

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

Agenda Item No: 3

City Council Agenda Item Report

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

Subject:
Approve Resolution #2026-19, a Lease Agreement with Value Innovations HB Lofts, LLC for a Satellite Location of the Rippy Literacy Center.

Suggested Action:

Attachments:

Res 2026-19

Agreement-Literacy Center Ivory Innovations Lease (final) (AA Edited).docx

LEHI CITY

RESOLUTION NO. 2026-19

A RESOLUTION OF THE LEHI CITY COUNCIL APPROVING A LEASE AGREEMENT WITH VALUE INNOVATIONS HB LOFTS, LLC FOR A SATELLITE LOCATION OF THE RIPPY LITERACY CENTER

WHEREAS**,** the Rippy Literacy Center is currently located at 99 West Main Street;

WHEREAS, Value Innovations HB Lofts, LLC, a non-profit company, desires to house a satellite location of the Rippy Literacy Center at the Clubhouse in Innovation Park at 4693 W. Wrigley Drive, and the City is willing to locate a satellite location there; and

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

WHEREAS, after considering the facts and comments presented to the City Council, the Council finds: (i) that it should approve a Lease Agreement with Value Innovations HB Lofts, LLC; and (ii) such action furthers the health, safety and welfare of the citizens of Lehi.

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

1. The Lease Agreement between Lehi City and Value Innovations HB Lofts, LLC attached hereto as Exhibit “A” is hereby approved and the Mayor is authorized to execute the Agreement and take all other such action as is necessary to make it effective.

2. This resolution shall take effect immediately.

Approved and Adopted by the City Council of Lehi City, Utah this 14th day of April, 2026.

LEHI CITY ATTEST

_____ _____

Paul Binns, Mayor Teisha Wilson, City Recorder

EXHIBIT “A”

COMMERCIAL LEASE AGREEMENT

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

Landlord: Value Innovations HB Lofts, LLC
and

Tenant: Lehi City, a municipal corporation

Effective Date: The date the last part signed below.

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1. PREMISES & USE

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

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

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

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

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2. TERM & RENEWAL

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

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

3. RENT

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

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

4. DELIVERY OF PREMISES

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

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

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

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

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

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

4.7. **Alterations by Tenant.** Tenant shall make no alterations, additions or improvements to the Premises or the Building, including the installation of equipment or machinery which requires modifications to existing electrical outlets or increases Tenant's usage of electricity beyond standard office electrical usage without obtaining the prior written consent of Landlord, in Landlord's sole discretion.

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5. SECURITY DEPOSIT

No security deposit shall be required under this Lease.

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6. TRIPLE NET (NNN) CHARGES

6.1 **Property Tax.**
Tenant is tax-exempt from property taxes. Landlord acknowledges and agrees to reflect Tenant's tax-exempt status under this Lease. Should Tenant's tax-exempt status change, Tenant shall be responsible for any resulting property tax liability from such change.

6.3 **Maintenance and Insurance**
Tenant shall be responsible for its proportionate share of maintenance and insurance costs associated with the Premises. Tenant's proportionate share shall be calculated based on the ratio that the rentable square footage of the Premises bears to the total rentable square footage of the clubhouse building. Tenant's proportionate share of **insurance costs** shall not exceed Five Thousand Dollars ($5,000) annually. Landlord or its property manager shall provide Tenant with a statement of such charges, and Tenant shall pay the amount due within 14 days of receipt of the statement. Failure to pay such amounts shall constitute a default under this Lease.

Tenant shall maintain Commercial General Liability insurance with limits not less than $1 million for each occurrence and $2 million in aggregate. The Landlord shall be named as an Additional Insured for ongoing and completed operations and upon Landlord's written request, Tenant shall provide Landlord with a certificate of insurance. The Tenant shall waive rights of recover (subrogation) against the Landlord.

Tenant shall maintain Workers' Compensation insurance with statutory limits and Employers Liability insurance with limits not less than $1 million. The Tenant shall waive rights of recover (subrogation) against the Landlord.

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7. UTILITIES

7.1 **Proportionate Responsibility for Utility Costs**
Except for Power which is set forth in 7.2 below, Tenant shall pay to Landlord, as additional rent, Tenant's proportionate share of all utility costs for the Building, including but not limited to water, sewer, gas, and any other utilities or services provided to the common areas or used in connection with the operation of the Building. Tenant's proportionate share shall be calculated based on the ratio that the rentable square footage of the Premises bears to the total rentable square footage of the clubhouse building. Landlord or its property manager shall provide Tenant with a statement of such charges, and Tenant shall pay the amount due within 14 days of receipt of the statement. Failure to pay such amounts shall constitute a default under this Lease.

7.2 **Separate Electricity Account**
Tenant shall establish a separate account with Lehi Power to provide electricity to the Premises.

8. SIGNAGE

Signage for the tutoring center shall be predetermined and mutually agreed upon by the Landlord and Tenant and shall comply with all applicable city codes and regulations.

9. MISCELLANEOUS

9.1 **Entire Agreement**
This Lease constitutes the entire agreement between the parties and supersedes all prior negotiations and understandings. Any modification to this Lease must be in writing and signed by both parties.

9.2 **EXCULPATION AND INDEMNITY**

9.2.1 Exculpation of Landlord. Landlord shall not be liable to Tenant for any injury or damage that may result to any person or property in or about the Premises or the building except for the negligence, gross negligence or willful misconduct of the Landlord or its agents, employees or invitees.

9.2.2 Tenant Indemnification. Tenant hereby agrees to indemnify Landlord free and harmless from and against any and all claims, actions, damages, liabilities and expenses, including attorneys' fees and costs, in connection with or arising out of (i) any loss of life, personal injury and/or damage to property arising from or out of any occurrence caused by Tenant in, upon or at the building, (ii) the use by Tenant of the building, or any part thereof, and (iii) Tenant's failure to comply with any provision of this Lease, except as occasioned by the negligence, gross negligence or willful misconduct by Landlord.

9.2 **Governing Law**
This Lease shall be governed by the laws of the State of Utah.

9.3 **Right to Terminate Upon Default**
In the event Tenant fails to perform any of its obligations under this Lease and such failure constitutes a default as defined herein, Landlord shall provide written notice of default to Tenant and a thirty (30) day period to cure the default. Upon Tenant's failure to cure the default within 30 days' notice, Landlord shall have the right to terminate this Lease by providing written notice of termination to Tenant. Upon such termination, Landlord shall have the right to re-enter and take possession of the Premises, remove all persons and property therefrom, and pursue any and all remedies available at law or in equity. Termination of this Lease shall not limit Landlord's right to recover damages, including without limitation, any unpaid

Rent, costs of recovering the Premises, and any other losses resulting from Tenant's default.

Tenant shall have the right to terminate at its convenience upon delivery of a written 180-day notice to terminate to Landlord.

9.4 **Counterparts**
This Lease may be executed in counterparts, each of which shall be deemed an original and together shall constitute one and the same instrument.

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

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

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

9.8 **Assignment**. Neither party may assign this Agreement nor delegate any responsibilities under this Agreement without prior written consent. Any purported assignment or delegation in violation of this Section without prior written consent from the non-assigning party, shall be void and will be considered a material breach of this Agreement. Notwithstanding the foregoing, Tenant and Landlord must be reasonable in granting or withholding consent and Landlord shall have the right to hire a property management company to perform and or all of its obligations under this agreement.

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

9.10 **Notice.**

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

To Tenant:	To Landlord:
Lehi City Corporation	
Attn:	Attn:
153 N. 100 E.	
Lehi, Utah 84043	

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

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

LANDLORD:
By: _____
Name:
Title:
Date:

TENANT: Lehi City
By: _____
Name:
Title:
Date:

Agenda Item No: 1

City Council Agenda Item Report

Meeting Date: April 14, 2026
Submitted By: Teisha WIlson
Submitting Department:
Item Type: Ordinance
Agenda Section: Regular Agenda

Subject:
Consideration of Ordinance #14-2026, amending Lehi Municipal Code Title 9 Chapter 2C Section 2-3, Water Shortage Management Plan and Enforcement.

Suggested Action:

Attachments:

Ord 14-2026.docx

Water Shortage Management Plan_2023 Revised 4.9.2026.pdf

ORDINANCE NO. 14-2026

AN ORDINANCE AMENDING LEHI MUNICIPAL CODE TITLE 9 CHAPTER 2C SECTION 2-3 (WATER SHORTAGE MANAGEMENT PLAN AND ENFORCEMENT)

WHEREAS, the City desires to amend the provisions of Lehi City Code Title 9 Chapter 2C Section 2-3 (WATER SHORTAGE MANAGEMENT PLAN AND ENFORCEMENT);

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

WHEREAS, after considering the facts and comments presented to the City Council, the Council finds: (i) Title 9 Chapter 2C Section 2-3 should be amended; and (ii) such action furthers the health, safety and welfare of the citizens of Lehi.

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

PART I:

Title 9 Chapter 2C Section 2-3 (WATER SHORTAGE MANAGEMENT PLAN AND ENFORCEMENT) of the Lehi City Code is hereby amended as follows

9-2C-2: WATER SHORTAGE MANAGEMENT PLAN:

A. Declaration Of Policy, Purpose And Intent: The Lehi City water shortage management plan (hereafter referred to as the "plan") is intended to augment and support the Lehi City water conservation plan, as well as relevant ordinances. The primary purpose of the plan is to protect and preserve public health, welfare and safety, as well as minimize the adverse impacts of a water shortage. The plan will also provide clarity to elected officials, City staff, and City residents as to the appropriate actions to take in the event of water shortages.

B. Application: The provisions of this plan shall apply to all persons, customers and property utilizing water provided by the City Water Division.

C. Pressurized Irrigation Water Sources: The City receives its pressurized irrigation water from the following sources:

Lehi City wells

Central Utah Water

Local irrigation company shares

Deer Creek storage

Miscellaneous sources

D. Determination Of Water Shortage Phases: The City Water Division regularly monitors the level of City water sources. During the peak water usage season (May, June, July, August and September), the City Water Division will use data collected internally, as well as data provided from external sources like the Provo River Water Users Association, to determine the drought conditions in the City. Based on the level of water, the Water Division will determine which water shortage phase will be implemented for that month.

E. Phase Responses: To help provide City water users (Municipal, commercial and residential) with appropriate clarity regarding how to respond to water shortages, the following phase system has been created. Each phase is labeled with a color to better illustrate when a respective phase is in effect. City water users will be informed of which phase is in effect in accordance with section IX of the plan. The following is a summary of what actions are taken in each phase.

Phase I - Normal Water Condition (Green)

Required actions: While phase I is in effect, water users are encouraged to follow responsible watering habits. Common responsible watering practices recommend watering no more than twice a week in May and June, three (3) times a week in July and August, and twice a week in September.

Phase II - Moderate Water Shortage (Yellow)

Required actions:

Lawn watering: Water users may not use sprinkler irrigation on consecutive days. May only water 2 days per week with at least 48 hours in between irrigation cycles.

Phase III - Severe Water Shortage (Red)

Required actions:

Lawn watering: Water users may not water more than one day a week.

No hard surface washing (except for health or safety).

F. Municipal Use Conservation Strategy: The City recognizes the need to act as an example to the community with regards to water conservation, especially in times of water shortage. To this end, the City will focus on conserving Municipal water uses by focusing on the following areas:

Supply:

Filtration maintenance

Flow meters

Valve maintenance

Sprinkler heads

Evaporation rate:

Plant species and related variables

Cultural practice

Water quality

Environment above and below ground (climate factors include temperature, solar radiation, humidity and wind velocity)

Cultural practices:

Mowing heights of three inches (3")

Sharp mowing blades - sharpen weekly

Core aeration - spring and early fall

Slice aeration - as needed throughout the year (compaction issues)

Overseeding using drought tolerant rye and tall fescue seed varieties

Top dress using angular sands to maintain porosity (air/gas exchange)

Nutrient support - N, P, K and Fe established through soil samples

Amend soils - aggressive, long term mitigation program (amend pH levels, heavy clays/sands, etc.)

Development regulations:

Create policies to encourage the use of xeriscape on new commercial and multi-family residential projects, such as allowing design exceptions, reduced parking requirements, etc.

Consider policies to incentivize xeriscape on existing and new single-family residential projects, including density bonuses in PUDs/PRDs, rebates for turf removal, pressurized irrigation bill reduction, etc.

Create better xeriscape design standards that provide for variety and aesthetic appeal in landscape designs and discourage "zeroscape".

G. Public Notification And Education: Notifying and educating City water users is vital to the success of the plan. As such, the City will focus on notifying and educating the public through the following mechanisms:

Website, social media, etc.: The City will rely heavily on its website and social media platforms to communicate with the public regarding the plan. This includes notifying the public regarding the water shortage phases that are in effect, ways to better conserve water, educational information regarding the City's water system, etc.

Direct e-mail: The City will use its direct e-mail system to notify City water users regarding applicable water shortage and conservation information.

City newsletter: Not all City water users have access to and/or prefer communicating electronically. Thus, the City will supplement its communication efforts through its newsletter with applicable information, including water shortage phases in effect, ways to better conserve water, educational information regarding the City's water system, etc.

City marquees: The City will post the current water phase on its roadside marquees throughout the peak water usage months.

Direct mail: When necessary, the City will use direct mail to notify City water users of necessary water shortage and conservation measures. This step will only be taken when it is determined that all other methods of communication are insufficient based on specific circumstances. (Ord. 50-2018, 6-12-2018)

9-2C-3: ENFORCEMENT, PENALTY FOR VIOLATIONS:

A. Enforcement Strategy: In order to ensure that the City is able to conserve water in times of water shortage and provide fire protection to its residents and businesses, it is imperative that the City deploy an effective enforcement strategy. The enforcement of water conservation measures outlined in this plan are intended to be progressive in nature, with a focus on educating water users about proper water conservation and reserving punitive action for repeat violators.

B. Enforcement Authority: The City and its designees (the "City") are authorized to enforce the provisions of this article.

C. Violations Of This Article And Penalties:

1. Violations shall be administered in compliance with the civil infraction procedures described in title 7, chapter 3 of this Code.

2. First violation: Hand delivered written notice of violation and information regarding how to take corrective action.

3. Second violation: One hundred dollar ($100.00) fine. The violator will be warned of actions consequent to a third violation.

4. Third violation and each consecutive violation: Five hundred dollar ($500.00) fine.

Exceptions are made for new lawns that require frequent irrigation for establishment purposes for thirty (30) days after installation or planting. Exceptions are also made for short cycles required for testing, inspecting and maintaining irrigation systems. (Ord. 50-2018, 6-12-2018)

Approved and Adopted by the City Council of Lehi City this 14th day of April, 2026.

ATTEST

_____ _____

Paul Binns, Mayor Teisha Wilson, City Recorder



Water Shortage Management Plan

Resident Guide to Conserving Water

EST 1852

LEHI CITY

PIONEERING UTAH'S FUTURE

What is the Water Shortage Management Plan?

The Lehi City Water Shortage Management Plan is intended to protect and preserve public health, welfare, and safety in the event of a water shortage. This plan augments and supports the Lehi City Water Conservation Plan and other relevant city ordinances.

It is important for any Lehi water user (municipal, commercial, and residential) to understand how to appropriately respond to a water shortage. This document explains how a water shortage is defined, what action should be taken by city administration and Lehi water users, and how the provisions will be enforced. The provisions of this plan apply to all persons, customers, and property utilizing water provided by the Lehi City Water Division.

The complete Secondary Water System Conservation ordinance can be found in the municipal code, Chapter 9-2C. Visit www.lehi-ut.gov/government/municipal-code for more information. If you have questions about the management plan, please contact our Water Division at (385) 201-1700.

Water Shortage Phases

The Lehi City Water Division continually monitors available water supply. At the beginning of each month during the peak water usage season (June, July, August, and September), the Lehi City Water Division will use data collected internally, as well as data provided from external sources like the Provo River Water Users Association, to determine the drought conditions in Lehi City. Based on drought conditions, the Water Division will determine which water shortage phase will be implemented for that month.

The level and response of water shortage has been categorized into three phases according to the level of water available. Each phase is labeled with a color to better illustrate when a respective phase is in effect. The three phases with their respective color are:

Phase I: Normal Water Condition (Green)
Phase II: Moderate Water Shortage (Yellow)
Phase III: Severe Water Shortage (Red)

Lehi City water users will be informed of which phase is in effect. Each phase includes voluntary and/or required conservation actions to provide clear guidance to water users on how to respond to water shortages. The next section provides detail on required actions for each phase of the management plan.

	Phase I	Phase II	Phase III
Lawn Watering	Voluntary	Mandatory	Mandatory
Hard-Surface Washing	Voluntary	Mandatory	Mandatory
Swimming Pools	Voluntary	Voluntary	Mandatory
Outdoor Fountains & Ponds	Voluntary	Voluntary	Mandatory
Recreation Sprinklers & Outdoor Water Toys	Voluntary	Voluntary	Mandatory

Water Shortage Response and Actions

PHASE I: NORMAL WATER CONDITION

Water users are encouraged to follow responsible watering habits. Follow the lawn water guide at conservewater.utah.gov.

PHASE II: MODERATE WATER SHORTAGE

Water users may not use sprinkler irrigation on consecutive days. May only water 2 days per week with at least 48 hours in between irrigation cycles.

PHASE III: SEVERE WATER SHORTAGE

Lawn Watering: Water users may not water more than one day a week.

Hard-Surface Washing: No hard-surface washing, except for health or safety reasons.



Enforcement

In order to conserve the available water supply, protect the integrity of water supply facilities, provide fire protection, and protect and preserve public health, the following enforcement measures are intended to educate water users about proper water conservation and reserve punitive action for repeat violators.

First Violation:	Hand-delivered written notice of violation and instructions on necessary corrective action.
Second Violation:	$100 fine and a warning of actions consequent to a third violation.
Three or More Violations:	A $500 fine for the third violation, with an additional $500 fine for each violation thereafter.

Exceptions are made for new lawns that require frequent irrigation within 30 days for establishment purposes. Exceptions are also made for short cycles required for testing, inspecting, and maintaining irrigation systems.

Public Notification and Education

Notifying and educating Lehi City water users is vital to the success of the water management plan. As such, Lehi City will focus on notifying and educating the public through the followings mechanisms:

Website, Social Media, etc. – The City will rely heavily on its website and social media platforms to communicate with the public regarding the plan. This includes notifying the public regarding the water shortage phases that are in effect, ways to better conserve water, educational information regarding the City's water system, etc.

Direct Email – The City will use its direct email system to notify Lehi water users regarding applicable water shortage and conservation information.

City Newsletter – Not all Lehi water users have access to and/or prefer communicating electronically. Thus, the City will supplement its communication efforts through its newsletter with applicable information including water shortage phases in effect, ways to better conserve water, educational information regarding the City's water system, etc.

Direct Mail – When necessary, the City will use direct mail to notify Lehi water users of necessary water shortage and conservation measures. This step will only be taken when it is determined that all other methods of communication are insufficient based on specific circumstances.

Agenda Item No: 2

City Council Agenda Item Report

Meeting Date: April 14, 2026
Submitted By: Teisha WIlson
Submitting Department:
Item Type: Public Hearing
Agenda Section: Regular Agenda

Subject:
Lehi City Budget Amendment #4
a. Public Hearing
b. Consideration of Resolution #2026-27 amending the budget for the City of Lehi for Fiscal Year 2025-2026.

Suggested Action:

Attachments:

Res 2026-27.docx

FY26 Amendment #4

LEHI CITY

RESOLUTION NO. 2026-27

A RESOLUTION AMENDING THE BUDGET FOR THE CITY OF LEHI FOR FISCAL YEAR 2026 (JULY 1, 2025 – JUNE 30, 2026).

WHEREAS, the City of Lehi has previously adopted a budget for Fiscal Year 2025-2026; and

WHEREAS, for the purpose of amending the Fiscal Year 2025-2026 Budget, a public hearing was scheduled and noticed, at least seven (7) days prior to the time of said hearing, describing the proposed budget and providing the time and place for such public hearing; and

WHEREAS, a public hearing was duly held at the time and place provided in said notice; and

WHEREAS, the City Council received all competent evidence offered in support of and opposed to said proposed budget amendments and it appearing that the proposed budget is in accordance with the provisions of Section 10-6-101 et seq., Utah Code Annotated (1953); and

WHEREAS, all of said proceedings were duly and regularly conducted;

THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Lehi, Utah;

Section 1. Lehi City Budget. The Lehi city budget for fiscal year 2025-2026 shall be amended according to the attached detail identified as "Attachment A"

Section 2. This resolution shall take effect immediately upon its adoption.

Approved and Adopted by the City Council of Lehi City this 14th day of April, 2026.

_____
Mayor Paul Binns
Lehi City

Attest:

_____
Teisha Wilson, City Recorder



ANNUAL OPERATING AND CAPITAL BUDGET

Budget Amendment #4

FISCAL YEAR 2025-2026

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

Amendment 4a – COPS Grant

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

Fund	Account	Current Budget	New Allocation	Amended Budget	Funding Source
GF - Police	Wages/Benefits	12,738,751	70,000	12,808,751	Grant/ Fund Balance
GF – Police	Professional/Technical	321,118	12,000	333,118	Fund Balance

Amendment 4b – Oak Hollow Well

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

Fund	Account	Current Budget	New Allocation	Amended Budget	Funding Source
Pressurized Irrigation	Capital Projects	400,000	630,000	1,030,000	Fund Balance

Amendment 4c – Police Overtime

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

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

Amendment 4d – Wildland Fire Grant

- The Fire Department receives grants to send city crews to work on wildland fires. $153,855 has been received in federal and state grants. Direct reimbursable costs total $104,453. The difference between these two numbers will be set aside for future fire equipment purchases.

Fund	Account	Current Budget	New Allocation	Amended Budget	Funding Source
GF – Fire	Overtime	258,650	83,471	342,121	Grant
GF – Fire	Travel & Training	47,410	13,482	60,892	Grant
GF- Fire	Equipment Maintenance	74,500	7,500	82,000	Grant

Agenda Item No: 3

City Council Agenda Item Report

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

Subject:
Consideration of Resolution #2026-28, Adopting a Tentative Budget for the City of Lehi for Fiscal year 2026-2027.

Suggested Action:

Attachments:

Res 2026-28.docx

FY 2027 MAYOR'S TENTATIVE BUDGET.pdf

LEHI CITY

RESOLUTION NO. 2026-28

A RESOLUTION ADOPTING A TENTATIVE BUDGET FOR THE CITY OF LEHI FOR FISCAL YEAR 2027 (JULY 1, 2026 – JUNE 30, 2027)

WHEREAS, the Budget Officer of Lehi City has prepared a tentative budget covering the period July 1, 2026 to June 1, 2027, and;

WHEREAS, Utah State Code 10-6-111 requires the Budget Officer to prepare and file a tentative budget with the governing body on or before their first regularly scheduled meeting in May and,

WHEREAS, Lehi City wishes to comply with this statute.

NOW, THEREFORE, be it resolved by the City Council of the City of Lehi, Utah to adopt the tentative budget for fiscal year 2027 as outlined in Attachment A.

Resolved this this 14th day of April, 2026.

_____

Mayor Paul Binns
Lehi City

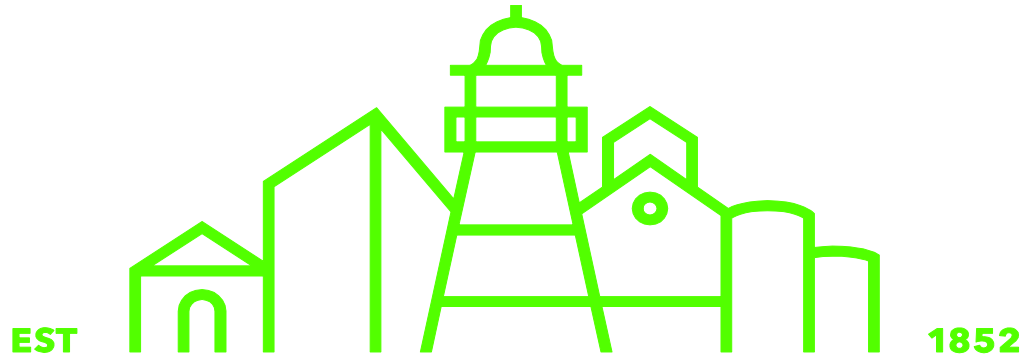
Attest:

_____

Teisha Wilson, City Recorder

LEHI CITY CORPORATION

MAYOR'S TENTATIVE BUDGET FY 2027



LEHI CITY CORPORATION

MAYOR'S TENTATIVE BUDGET FY 2027

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LEHI CITY CORPORATION

MAYOR'S TENTATIVE BUDGET FY 2027

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LEHI CITY CORPORATION

MAYOR'S TENTATIVE BUDGET FY 2027

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LEHI CITY

153 North 100 East
Lehi, Utah 84043-1895
385-201-1000

April 14, 2026

Dear Lehi City Council:

It is my honor to present the proposed budget for the 2026–2027 fiscal year. This budget reflects many hours of thoughtful analysis and collaboration, beginning with the February budget retreat, and incorporates both the priorities identified by the City Council and recommendations developed by City staff.

I would like to commend our City departments for their continued commitment to delivering high-quality services to our residents while remaining fiscally responsible. This proposal represents a balanced approach—one that emphasizes long-term sustainability while remaining responsive to current economic conditions.

Revenues and Growth
Lehi continues to experience steady commercial and residential growth, with 672 permits issued for new homes and businesses during the most recent fiscal year. The City's population is now estimated at 89,819, making it the eighth-largest city in Utah. Although the pace of growth has moderated compared to previous years, demands on City infrastructure remain substantial. Both residential and commercial development are expected to accelerate in the coming years, making continued infrastructure investment essential to ensure costs are not deferred to future residents.

The City's primary sources of general revenue are sales tax and property tax. Sales tax revenues continue to show strong growth, with local increases outpacing statewide trends. Sales tax distributions reflect both locally generated revenue and statewide allocations, with half distributed based on point of sale and half allocated on a per capita basis. For fiscal year 2027, the City has budgeted a 6.38% increase in sales tax revenue, exceeding the State's projected taxable sales growth rate of 3.4%.

The State of Utah imposes strict statutory limitations on property tax revenue growth. While taxing entities receive additional revenue from new construction, increases attributable to inflation require compliance with the "Truth in Taxation" process. This process is triggered when a taxing entity proposes a rate above the certified tax rate, which is designed to generate the same amount of revenue from existing properties as the prior year.

This budget includes a modest property tax increase above the certified rate. The proposed adjustment is estimated to impact the owner of a $600,000 home by approximately $2.96 per month. As final valuation data will not be available until early June, these figures remain preliminary. The additional revenue will primarily support the hiring of additional police officers, expanded parks staffing, and adjustments to

firefighter compensation to remain competitive with comparable agencies. A detailed property tax impact schedule is included with this budget along with the City's budgeting principles.

Commitment to Quality Services
Lehi benefits from a highly skilled and professional workforce, and maintaining this standard remains a top priority. The City is committed to supporting its employees while ensuring the continued delivery of high-quality services. In a competitive labor market—particularly in public safety—it is essential to maintain compensation and benefits that align with market standards. Additionally, as the City expands its parks and recreation system, increased staffing will be necessary to ensure these amenities remain fully operational.

Rising health insurance costs have required adjustments to employee benefit plans. Despite these challenges, Lehi continues to offer competitive compensation and a strong benefits package. This commitment is reflected in the proposed 1% cost-of-living adjustment (COLA) and the opportunity for employees to receive up to a 3% merit-based increase.

Public safety remains a central priority. Expanding patrol staffing was a consistent focus during the 2025 campaign, and this budget makes meaningful progress toward that goal by adding seven new uniformed officer positions over the previous year's budget. Additionally, $390,000 has been allocated to increase firefighter compensation, helping to align wages with comparable agencies.

Total expenditures across all funds for fiscal year 2027 are projected at $343,418,681. Of this amount, $195,592,312 is allocated to operational expenses, while $147,826,369 is designated for capital and redevelopment projects. This budget reflects a careful balance between addressing the needs of a growing city and maintaining fiscal discipline, with a continued emphasis on long-term sustainability.

Capital Investments
In 2024, Lehi residents approved a sales tax dedicated to parks, arts, recreation, and culture (PARC). These funds contributed to the completion of the first phase of Family Park. With that phase complete, this budget anticipates utilizing PARC funds for several additional projects, including upgrades to Sports Park, Bandwagon Park, and Willow Park, as well as the replacement of multiple playgrounds. Park impact fees will support projects such as Lakeview Park, Holbrook Farms Park II, and trail development within the Inverness community.

Significant investment is also being made in critical, though less visible, infrastructure. Capital projects for water and sewer systems total approximately $28 million, while electric utility investments total approximately $11 million. Lehi Fiber is nearing completion, with service now available throughout the original service area. The City is encouraged by the continued growth in residents utilizing this high-speed broadband service.

Utilities and Rates
In evaluating utility rates, the City considers operational costs, capital infrastructure needs, and external factors beyond its control. Rates are also benchmarked against neighboring communities to ensure they remain reasonable and competitive. Maintaining appropriate rate levels is essential to preserving infrastructure and avoiding larger increases in the future.

No rate increase is proposed for Culinary Water, as the fund maintains strong reserves and sufficient operational coverage. A 5% increase is recommended for Pressurized Irrigation to support system expansion and infrastructure improvements, including the state-mandated installation of meters on all

connections. Sewer rates are projected to increase by 15% due to rising treatment costs. While the City owns and maintains the collection system, wastewater treatment services are provided by the Timpanogos Special Service District (TSSD), which accounts for approximately 89% of the Sewer Fund's expenditures. As TSSD adjusts its rates, corresponding changes must be implemented for end users.

The Storm Drain utility fee will remain unchanged at $6.00 per month. Garbage collection rates will increase by $1.00 per month due to higher costs from contracted service providers. Despite these adjustments, Lehi City's utility rates will remain competitive with those of neighboring communities.

Conclusion
While additional needs remain for the future, this budget prioritizes the areas of greatest benefit to both residents and City employees. The City will continue working with the development community to promote responsible growth and expand sales tax revenues. Lehi remains committed to building a strong financial foundation that supports a high quality of life for current and future residents.

Respectfully

Mayor Paul Binns

Property Tax Impact Schedule

Included with the 2026-2027 fiscal year budget, is an adjustment to the City property tax rate. If adopted, this rate will impact 2026 calendar year property taxes.

Revenue Generated

The additional revenue generated by the increased tax rate is $1,729,474.

Percentage Above Certified Rate

- Each year, the Utah County Auditor and Utah State Tax Commission calculate a property tax rate intended to provide the city with the same amount of property tax revenue as the previous year plus any new growth in the city. That rate is referred to as the certified tax rate. The rate proposed is 9.78% higher than the certified tax rate.

Impact On Average Primary Residence

- The average impact for a Lehi homeowner is $35.52 per year, or $2.96 per month. This calculation is made considering a 45% exemption from market value for any owner of their primary residence. For this calculation, a home with a market value of $600,000 was used.

Impact On Average Commercial Property

- The average impact for a $600,000 commercial property in Lehi would be $64.58 per year, or $5.38 per month.

Departments Affected

- The proposed increase will provide additional funding for four departments. Additional funding for the police budget is $730,215. The fire department budget will increase by $621,428, and the parks budget will increase by $285,294. Increased funding for the justice court totals $92,537.

Operational Impact

- Increased funding for the police department will facilitate the addition of three patrol officers, one new school resource officer, one records clerk, and implement a shift differential pay program.
- Increased funding for the fire department will allow the city to increase pay for fire department personnel. The city strives to keep wages competitive relative to neighboring jurisdictions.
- Increased funding for the parks department will allow for three additional positions needed to keep up maintenance as the city's number and acreage of parks continues to increase
- Increased funding for the justice court will facilitate the hiring of one additional position to meet increasing demand as the city grows and patrol officers increase.

Guiding Financial Principles

While the City's long-term goals and objectives guide what the budget accomplishes, the accomplishment of these goals and objectives through the budget process is based on following guiding principles:

Budgeting

- Lehi City should finance services rendered to the general public, such as police, fire, streets, and parks, from revenues imposed on the general public, such as property and sales taxes. Special services rendered to specific groups of residents should be financed by user fees, impact fees, license and permit fees, or special assessments.

- Lehi City should balance all budgets annually, in accordance with Utah law, which states the following:
    - The total of the anticipated revenues shall equal the total of appropriated expenditures (Section 10-6-110, U.C.A.)
    - The governing body of any city may not make an appropriation in the final budget of any fund in excess of the estimated expendable revenue for the budget period of the fund (Section 10-6-117, U.C.A.)

- Revenue projections will be based on recent trends and current economic conditions. Projects will be conservative in order to reduce the chance of revenue shortfalls.

- The city will use one time or temporary funds for capital or other nonrecurring purposes. These funds will not be used to fund on-going expenditures.

- Reports will be made quarterly to the City Council to report performance and identify areas in the budget that may need to be adjusted.

Taxation

- Lehi recognizes that Utah property tax regulation do not keep property tax revenue current with inflation. The City will consider adjusting property tax rates to recover lost purchasing power associated with the certified tax rate every two years. Increases in the property tax rate will primarily increase to make tax revenue consistent with inflation.

Debt

- Lehi City should strive for inter-generational fairness. Thus, each generation of taxpayers should pay its fair share of the long-range cost of city services.

- Debt will be only issued for capital projects, not on-going operations. Payments for debt service will not extend beyond the useful life of the asset financed.

- Any debt issuance will be accompanied by the identification of the specific revenue stream which will be utilized to make debt service payments.

- The City will analyze its current debt to identify opportunities to take advantage of long-term borrowing to restructure or refund current debt to achieve improved interest rate and/or debt service payments.

- Finance professionals will be utilized in the area of advising and underwriting to obtain the best possible credit rating and interest rate. These professionals will be chosen based on their expertise and experience.

- Lehi City will regularly evaluate factors related to its credit rating. These factors will be used to develop policies which will maintain a high credit rating for the City.

- Lehi City will adhere strictly to all bond covenants and strive to maintain the best possible credit rating.

Investment Policies

- Lehi City seeks to invest its idle cash in securities and deposits that provide safety and liquidity, while maintaining compliance with Utah State law.

- The City's objectives when determining investment alternatives will be based on (1) safety of principal, (2) liquidity, and (3) return on investment.

- The City will utilize the State of Utah's Public Treasurer's Investment Fund (PTIF) to invest its funds to emphasize security and liquidity.

- Lehi City will also engage investment advisors/brokers as needed to boost return, while keeping in line with liquidity needs and strict adherence to the Utah Money Management Act.

- As required by Utah State law, balances of all public funds will be reported semi annually.

Reserves

- Lehi City should allow for a reasonable surplus (fund balance) to accumulate for the following purposes:
    - To provide sufficient working capital
    - To provide a cushion to absorb emergencies such as floods, earthquakes, etc.
    - To provide for unavoidable shortfalls in revenues

- Fees will be evaluated on a regular basis. All fees should cover the full cost of the service provided. These costs include a fair allocation of administrative and facilities costs.

- General fund reserves are a critical component of a city's long-term financial health. Lehi City retains reserves as a protection against economic downturns and natural disasters. In addition to a 5 percent minimum fund balance, Lehi retains funds to hedge against a three-year downturn and recovery. Lehi also retains approximately 25 percent of the estimated cost of a major natural disaster event as a reserve.

- Due to the high investment in capital assets and risk exposure, all utility funds will maintain an unrestricted cash reserve of 180 days.

Capital Expenditures

- Proprietary funds are intended to recover the full cost of services. These costs include operations, administration, and asset replacement.

- Lehi will maintain long-term capital plans accounting for the construction and replacement of city facilities and infrastructure.

Proprietary Funds

- The city's enterprise funds will cover the full cost of the service, including a reasonable allocation of administration costs.

- Key indicators will be measured annually to monitor reserve balances, capital replacement, and debt levels.

- Internal service funds will accurately allocate costs to individual departments and funds. The city will maintain the following internal service funds :
    - Fleet
    - Information Technology
    - Risk Management
    - Facilities

Financial Planning

- Lehi City exists only to serve the needs of its residents. Since these needs are continually changing, the City should consistently receive resident feedback based on both long-term and current needs.

- The City will develop and use a multi-year financial plan to identify issues of financial stress. The plan will propose possible solutions to any difficulties which are identified.

- Lehi will us a five-year rolling capital improvement plan with funding identified for all years linked to the operating budget and long-term financing strategy.

GENERAL FUND REVENUES

ACCOUNT DESCRIPTION	ACTUAL FY 2025	ESTIMATED BUDGET FY 2026	DEPT REQ BUDGET FY 2027	FINAL BUDGET FY 2027	PERCENT OF TOTAL BUDGET	INCREASE (DECREASE) FY2026-FY2027
Taxes						
Current property taxes	$ 15,947,886	$ 17,043,541	$ 16,765,654	$ 19,315,334	28%	$ 2,271,793
911 Tax (pass through)	-	-	-	-	0%	-
General sales tax	25,258,129	26,087,522	26,140,076	27,565,800	40%	1,478,278
Franchise taxes	6,389,663	6,000,000	6,000,000	6,000,000	9%	-
Cell phone taxes	689,290	700,000	700,000	700,000	1%	-
Innkeeper taxes	345,791	400,000	400,000	400,000	1%	-
Total Taxes	**$ 48,630,759**	**$ 50,231,063**	**$ 50,005,730**	**$ 53,981,134**		
License and Permits						
Business licenses	$ 242,954	$ 170,000	$ 250,000	$ 250,000	0%	80,000
Building permits	5,628,752	2,786,000	2,786,000	2,786,000	4%	-
Accessory Dwelling Unit	4,253	-	-	-	0%	-
Plan reviews	1,428,622	1,200,000	1,200,000	1,200,000	2%	-
TI plan review & inspection	119,430	75,000	75,000	75,000	0%	-
Inspection fees	479,979	600,000	600,000	600,000	1%	-
State 1% building permit fees	57,291	20,000	20,000	20,000	0%	-
Total License and Permits	**$ 7,961,281**	**$ 4,851,000**	**$ 4,931,000**	**$ 4,931,000**		
Intergovernmental Revenue						
COPS Grant	$ 92,550	$ -	$ 115,000	$ 115,000	0%	115,000
Library grant	18,046	15,000	15,000	15,000	0%	-
Fire department grants	12,951	107,000	25,000	25,000	0%	(82,000)
County recreation grants	-	137,000	137,000	137,000	0%	-
State grants	83,110	75,000	75,000	75,000	0%	-
Grants	93,501	10,000	95,000	95,000	0%	85,000
Sr citizen building rental income	-	5,000	5,000	5,000	0%	-
Senior citizen income	60,540	50,000	50,000	50,000	0%	-

GENERAL FUND REVENUES-CONTINUED

ACCOUNT DESCRIPTION	ACTUAL FY 2025	ESTIMATED BUDGET FY 2026	DEPT REQ BUDGET FY 2027	FINAL BUDGET FY 2027	PERCENT OF TOTAL BUDGET	INCREASE (DECREASE) FY2026-FY2027
Intergovernmental Revenue- Continued						
Alpine District / Police reimbursement	157,500	202,500	324,285	241,999	0%	39,499
County fire allocation	-	15,000	15,000	15,000	0%	-
Total Intergovernmental	**$ 518,198**	**$ 616,500**	**$ 856,285**	**$ 773,999**		
Charges For Service						
Library receipts	$ 13,588	$ 20,000	$ 20,000	$ 20,000	0%	-
Library video rental fees	15	-	-	-	0%	-
Special police revenue	117,393	100,000	100,000	100,000	0%	-
Sale of cemetery lots	235,200	250,000	250,000	250,000	0%	-
Headstone setting fee	5,950	4,500	4,500	4,500	0%	-
Cemetery burial fees	138,150	100,000	150,000	150,000	0%	50,000
Fire fees	96,034	100,000	100,000	100,000	0%	-
Ambulance fees	2,312,236	2,650,000	2,650,000	2,650,000	4%	-
Passports	92,808	100,000	100,000	100,000	0%	-
Total Charges for Service	**$ 3,011,373**	**$ 3,324,500**	**$ 3,374,500**	**$ 3,374,500**		
Fines and Forfeitures						
Court fines & forfeitures	$ 1,012,007	$ 950,000	$ 1,000,000	$ 1,000,000	1%	50,000
Enforcement fees	385	5,000	5,000	5,000	0%	-
Total Fines and Forfeitures	**$ 1,012,392**	**$ 955,000**	**$ 1,005,000**	**$ 1,005,000**		
Miscellaneous Revenues						
Interest earnings	$ 1,657,135	$ 650,000	$ 650,000	$ 850,000	1%	200,000
Traffic school	48,248	33,000	33,000	33,000	0%	-

GENERAL FUND REVENUES-CONTINUED

ACCOUNT DESCRIPTION	ACTUAL FY 2025	ESTIMATED BUDGET FY 2026	DEPT REQ BUDGET FY 2027	FINAL BUDGET FY 2027	PERCENT OF TOTAL BUDGET	INCREASE (DECREASE) FY2026-FY2027
Miscellaneous Revenues - continued						
Park rental	106,653	100,000	100,000	100,000	0%	-
Portable stage rental	2,690	5,500	5,500	5,500	0%	-
Cellular one tower/park fee	30,833	10,000	30,000	30,000	0%	20,000
Sale of fixed assets	73,316	10,000	10,000	10,000	0%	-
Sale of city property	2,640	-	-	-	0%	-
Sale of materials	600	500	500	500	0%	-
Sale of history books	509	500	500	500	0%	-
Frances Comer trust donations	-	2,750	2,750	2,750	0%	-
Literacy center revenue	2,430	3,250	3,250	3,250	0%	-
Miss Lehi revenue	3,045	10,000	-	-	0%	(10,000)
Lehi roundup revenue	41,586	40,000	40,000	40,000	0%	-
Misc revenue contractors	100,171	90,000	101,000	101,000	0%	11,000
Office building rental fee	56,215	40,000	50,000	50,000	0%	10,000
Miscellaneous revenue	216,653	80,000	120,000	120,000	0%	40,000
Total Miscellaneous Revenues	**$ 2,342,724**	**$ 1,075,500**	**$ 1,146,500**	**$ 1,346,500**		
Contributions, Transfers & Admin						
Allocation from water & sewer	$ 590,496	$ 700,000	$ 1,025,000	$ 1,025,000	1%	325,000
Allocation from electric	540,996	700,000	1,025,000	1,025,000	1%	325,000
Administrative charges RDA	1,008,365	1,350,000	1,350,000	1,350,000	2%	-
Fund balance reappropriation	-	954,105	-	886,230	1%	(67,875)
Total Contributions & Transfers	**$ 2,139,857**	**$ 3,704,105**	**$ 3,400,000**	**$ 4,286,230**		
Total General Fund Revenues	**$ 65,616,585**	**$ 64,757,668**	**$ 64,719,015**	**$ 69,698,363**	**100%**	**$ 4,940,695**

GENERAL FUND EXPENDITURES

ACCOUNT DESCRIPTION	ACTUAL FY 2025	ESTIMATED BUDGET FY 2026	DEPT REQ BUDGET FY 2027	FINAL BUDGET FY 2027	PERCENT OF TOTAL BUDGET	INCREASE (DECREASE) FY2026-FY2027
Justice court	$ 717,789	$ 783,666	$ 1,006,576	$ 914,039	1%	$ 130,373
City recorder	232,377	451,370	440,189	274,464	0%	(176,906)
Administration	1,639,414	1,959,378	2,035,646	2,035,646	3%	76,268
Human resources	635,961	658,894	835,861	709,247	1%	50,353
Treasury	638,367	641,731	716,395	716,395	1%	74,664
Finance	802,204	821,082	981,981	877,187	1%	56,105
Mayor & City Council	464,148	494,323	518,214	518,214	1%	23,891
Legal services	970,496	1,063,465	1,119,283	1,119,283	2%	55,818
Emergency management	135,488	191,638	203,806	180,987	0%	(10,651)
Information Center	644,633	711,373	884,212	783,191	1%	71,818
Police	14,436,710	15,351,092	18,143,069	17,434,709	25%	2,083,617
Fire	11,966,773	12,855,658	14,550,735	13,924,908	20%	1,069,250
Planning & zoning	1,108,352	1,297,862	1,576,539	1,386,317	2%	88,455
Development Services (Building Dept)	1,881,559	1,991,299	2,185,480	2,049,571	3%	58,272
Economic development	253,335	283,826	295,867	295,867	0%	12,041
Streets & public improvements	2,347,191	2,570,974	2,842,618	2,794,828	4%	223,854
Engineering	1,123,752	1,237,304	1,303,666	1,303,666	2%	66,362
Parks	5,463,200	6,396,985	7,893,500	6,629,386	10%	232,401
Community events	615,203	536,900	548,644	548,644	1%	11,744
Senior citizen	313,159	430,077	427,458	427,458	1%	(2,619)
Library	1,759,438	2,018,412	2,295,695	2,163,699	3%	145,287
Literacy center	410,263	548,493	665,467	665,467	1%	116,974
Cemetery	713,605	879,014	836,703	836,703	1%	(42,311)
Museum	658,284	311,800	311,800	311,800	0%	-
Non-departmental	16,202,728	11,508,252	10,796,687	10,796,687	15%	(711,565)
Total General Fund Expenditures	**$ 66,134,430**	**$ 65,994,868**	**$ 73,416,091**	**$ 69,698,363**	**100%**	**$ 3,703,495**
Surplus/(Deficit)	**$ (517,845)**	**$ (1,237,200)**	**$ (8,697,076)**	**$ -**		

HUMAN RESOURCES

ACCOUNT DESCRIPTION	ACTUAL FY 2025	ESTIMATED BUDGET FY 2026	DEPT REQ BUDGET FY 2027	FINAL BUDGET FY 2027	PERCENT OF TOTAL BUDGET	INCREASE (DECREASE) FY2026-FY2027
Personnel FTEs	4	4	5	4		0
Salaries & Wages	$ 336,017	$ 357,050	$ 459,215	$ 382,255	54%	$ 25,205
Employee Benefits	154,411	166,604	232,645	183,991	26%	17,387
Books, Subscriptions, Memberships	920	5,100	1,500	1,500	0%	(3,600)
Travel & Training	3,823	5,000	5,000	5,000	1%	-
Office Supplies	3,471	2,750	2,750	2,750	0%	-
IT Fund Charges	45,000	45,000	45,500	45,000	6%	-
Equipment Maintenance	-	800	800	800	0%	-
Risk Mgmt Fund Charges	5,004	5,000	5,500	5,000	1%	-
Professional & Technical	81,312	61,005	72,366	72,366	10%	11,361
Miscellaneous	6,005	10,585	10,585	10,585	1%	-
Total HR Expenditures	**$ 635,961**	**$ 658,894**	**$ 835,861**	**$ 709,247**	**100%**	**$ 50,353**

JUSTICE COURT

ACCOUNT DESCRIPTION	ACTUAL FY 2025	ESTIMATED BUDGET FY 2026	DEPT REQ BUDGET FY 2027	FINAL BUDGET FY 2027	PERCENT OF TOTAL BUDGET	INCREASE (DECREASE) FY2026-FY2027
Personnel FTE's	5.5	5.5	7.5	6.5		1
Salaries & Wages	$ 381,757	$ 411,827	$ 536,987	$ 486,443	53%	$ 74,616
Overtime	184	750	750	750	0%	-
Employee Benefits	134,488	147,954	245,704	203,711	22%	55,757
Books, Subscriptions, Memberships	1,103	1,000	1,000	1,000	0%	-
Travel & Training	8,020	13,100	13,100	13,100	1%	-
Office Supplies	10,521	11,000	11,000	11,000	1%	-
Building & Grounds	90,000	90,000	90,000	90,000	10%	-
IT Fund Charges	35,004	35,000	35,000	35,000	4%	-
Utilities	17,959	18,000	18,000	18,000	2%	-
Equipment Maintenance	664	1,800	1,800	1,800	0%	-
Risk Mgmt Fund Charges	5,004	5,000	5,000	5,000	1%	-
Electricity - Lehi City Power	4,021	5,575	5,575	5,575	1%	-
Professional & Technical	24,339	34,660	34,660	34,660	4%	-
Witness & Jury Fees	440	4,000	4,000	4,000	0%	-
Miscellaneous	4,284	4,000	4,000	4,000	0%	-
Capital Outlay	-	-	-	-	0%	-
Total Justice Court Expenditures	**$ 717,789**	**$ 783,666**	**$ 1,006,576**	**$ 914,039**	**100%**	**$ 130,373**

CITY RECORDER

ACCOUNT DESCRIPTION	ACTUAL FY 2025	ESTIMATED BUDGET FY 2026	DEPT REQ BUDGET FY 2027	FINAL BUDGET FY 2027	PERCENT OF TOTAL BUDGET	INCREASE (DECREASE) FY2026-FY2027
Personnel FTEs	1	1.5	2	1.5		0
Salaries & Wages	$ 112,552	$ 120,934	$ 159,822	$ 131,822	48%	$ 10,888
Employee Benefits	51,567	55,536	103,297	60,913	22%	5,377
Books, Subscriptions, Memberships	2,347	5,000	5,000	5,000	2%	-
Public Notices	545	7,500	7,500	7,500	3%	-
Travel & Training	2,213	4,000	4,000	4,000	1%	-
Office Supplies	263	2,500	2,900	2,500	1%	-
IT Fund Charges	18,996	19,000	20,700	19,000	7%	-
Equipment Maintenance	24,776	20,800	-	-	0%	(20,800)
Risk Mgmt Fund Charges	996	1,000	5,000	5,000	2%	4,000
Professional & Technical	4,111	12,100	69,774	29,729	11%	17,629
Miscellaneous	13,534	11,000	9,000	9,000	3%	(2,000)
Election Expense	476	192,000	-	-	0%	(192,000)
Capital Outlay	-	-	53,196	-	0%	-
Total City Recorder Expenditures	**$ 232,377**	**$ 451,370**	**$ 440,189**	**$ 274,464**	**100%**	**$ (176,906)**

ADMINISTRATION

ACCOUNT DESCRIPTION	ACTUAL FY 2025	ESTIMATED BUDGET FY 2026	DEPT REQ BUDGET FY 2027	FINAL BUDGET FY 2027	PERCENT OF TOTAL BUDGET	INCREASE (DECREASE) FY2026-FY2027
Personnel FTEs	9.5	11.5	11.5	11.5		0
Salaries & Wages	$ 978,759	$ 1,109,410	$ 1,178,315	$ 1,178,315	58%	$ 68,905
Overtime	889	-	-	-	0%	-
Employee Benefits	401,706	511,405	549,538	549,538	27%	38,133
Books, Subcriptions, Memberships	10,924	12,830	20,330	20,330	1%	7,500
Public Notices	-	1,000	1,000	1,000	0%	-
Travel & Training	37,724	39,000	39,000	39,000	2%	-
Office Supplies	4,225	21,190	18,700	18,700	1%	(2,490)
Fleet Fund Charges	18,738	18,662	18,662	18,662	1%	-
Fuel	681	500	500	500	0%	-
IT Fund Charges	24,600	24,601	24,601	24,601	1%	-
Risk Mgmt Fund Charges	9,996	10,000	10,000	10,000	0%	-
Professional & Technical	40,473	78,880	50,000	50,000	2%	(28,880)
Public Defender	62,967	100,000	75,000	75,000	4%	(25,000)
Miscellaneous	47,733	31,900	50,000	50,000	2%	18,100
Capital	-	-	-	-	0%	-
Total Administration Expenditures	**$ 1,639,414**	**$ 1,959,378**	**$ 2,035,646**	**$ 2,035,646**	**100%**	**$ 76,268**

TREASURY

ACCOUNT DESCRIPTION	ACTUAL FY 2025	ESTIMATED BUDGET FY 2026	DEPT REQ BUDGET FY 2027	FINAL BUDGET FY 2027	PERCENT OF TOTAL BUDGET	INCREASE (DECREASE) FY2026-FY2027
Personnel FTEs	5	5	5	5		0
Salaries & Wages	$ 338,628	$ 351,504	$ 382,278	$ 382,278	53%	$ 30,774
Employee Benefits	214,164	213,527	244,417	244,417	34%	30,890
Books, Subscriptions, Memberships	25	1,000	1,000	1,000	0%	-
Travel & Training	1,947	4,000	4,000	4,000	1%	-
Office Supplies	3,607	3,200	3,200	3,200	0%	-
IT Fund Charges	45,996	46,000	46,000	46,000	6%	-
Equipment Maintenance	-	500	500	500	0%	-
Risk Mgmt Fund Charges	9,996	10,000	10,000	10,000	1%	-
Professional & Technical	23,661	11,000	24,000	24,000	3%	13,000
Miscellaneous	343	1,000	1,000	1,000	0%	-
Total Treasury Expenditures	**$ 638,367**	**$ 641,731**	**$ 716,395**	**$ 716,395**	**100%**	**$ 74,664**

FINANCE

ACCOUNT DESCRIPTION	ACTUAL FY 2025	ESTIMATED BUDGET FY 2026	DEPT REQ BUDGET FY 2027	FINAL BUDGET FY 2027	PERCENT OF TOTAL BUDGET	INCREASE (DECREASE) FY2026-FY2027
Personnel FTE's	4	4	5	4		0
Salaries & Wages	$ 446,102	$ 462,290	$ 545,171	$ 484,851	55%	$ 22,561
Employee Benefits	206,667	213,007	276,025	231,551	26%	18,544
Books, Subscriptions, Memberships	1,641	2,246	2,246	2,246	0%	-
Travel & Training	5,180	6,500	6,500	6,500	1%	-
Office Supplies	25,626	10,000	25,000	25,000	3%	15,000
IT Fund Charges	40,488	40,489	40,489	40,489	5%	-
Equipment Maintenance	265	1,500	1,500	1,500	0%	-
Risk Mgmt Fund Charges	5,004	5,000	5,000	5,000	1%	-
Professional & Technical	13,780	30,000	20,000	20,000	2%	(10,000)
Yearly audit	56,000	46,000	56,000	56,000	6%	10,000
Budget award	575	550	550	550	0%	-
Miscellaneous	875	3,500	3,500	3,500	0%	-
Total Finance Expenditures	**$ 802,204**	**$ 821,082**	**$ 981,981**	**$ 877,187**	**100%**	**$ 56,105**

MAYOR & CITY COUNCIL

ACCOUNT DESCRIPTION	ACTUAL FY 2025	ESTIMATED BUDGET FY 2026	DEPT REQ BUDGET FY 2027	FINAL BUDGET FY 2027	PERCENT OF TOTAL BUDGET	INCREASE (DECREASE) FY2026-FY2027
Personnel FTEs	6	6	6	6		0
Salaries & Wages	$ 177,137	$ 183,121	$ 189,786	$ 189,786	37%	$ 6,665
Employee Benefits	135,884	156,202	158,428	158,428	31%	2,226
Books, Subscriptions, Memberships	66,693	65,000	75,000	75,000	14%	10,000
Travel & Training	27,211	10,000	30,000	30,000	6%	20,000
Office Supplies	-	3,000	-	-	0%	(3,000)
Reimb. Expenses	-	5,000	-	-	0%	(5,000)
Risk Mgmt Fund Charges	9,996	10,000	10,000	10,000	2%	-
IT Fund Charges	20,004	20,000	20,000	20,000	4%	-
Professional & Technical	24,231	25,000	25,000	25,000	5%	-
Miscellaneous	2,993	17,000	10,000	10,000	2%	(7,000)
Total City Council Expenditures	**$ 464,148**	**$ 494,323**	**$ 518,214**	**$ 518,214**	**100%**	**$ 23,891**

LEGAL SERVICES

ACCOUNT DESCRIPTION	ACTUAL FY 2025	ESTIMATED BUDGET FY 2026	DEPT REQ BUDGET FY 2027	FINAL BUDGET FY 2027	PERCENT OF TOTAL BUDGET	INCREASE (DECREASE) FY2026-FY2027
Personnel FTEs	5.5	6.5	6.5	6.5		0
Salaries & Wages	$ 619,819	$ 666,855	$ 698,310	$ 698,310	62%	$ 31,455
Employee Benefits	252,491	288,776	313,139	313,139	28%	24,363
Books, Subscriptions, Memberships	9,140	13,300	13,300	13,300	1%	-
Travel & Training	4,975	8,500	8,500	8,500	1%	-
Office Supplies	1,774	10,000	10,000	10,000	1%	-
IT Fund Charges	23,532	23,534	23,534	23,534	2%	-
Risk Mgmt Fund Charges	9,996	10,000	10,000	10,000	1%	-
Professional & Technical	23,375	40,000	40,000	40,000	4%	-
Prosecutor Outside Counsel	22,980	-	-	-	0%	-
Miscellaneous	2,414	2,500	2,500	2,500	0%	-
Total Legal Services Expenditures	**$ 970,496**	**$ 1,063,465**	**$ 1,119,283**	**$ 1,119,283**	**100%**	**$ 55,818**

EMERGENCY MANAGEMENT

ACCOUNT DESCRIPTION	ACTUAL FY 2025	ESTIMATED BUDGET FY 2026	DEPT REQ BUDGET FY 2027	FINAL BUDGET FY 2027	PERCENT OF TOTAL BUDGET	INCREASE (DECREASE) FY2026-FY2027
Personnel FTEs	1	1	1	1		0
Salaries & Wages	$ 79,906	$ 83,592	$ 86,935	$ 86,935	48%	$ 3,343
Employee Benefits	45,607	50,346	55,052	55,052	30%	4,706
Travel & Training	299	3,500	3,500	3,500	2%	-
Office Supplies	34	500	500	500	0%	-
Fleet Fund Charges	-	-	22,819	-	0%	-
Professional & Technical	-	10,000	5,000	5,000	3%	(5,000)
Program Expenditures	113	3,000	2,000	2,000	1%	(1,000)
Miscellaneous	7,161	21,700	15,000	15,000	8%	(6,700)
Cert Program	2,176	6,000	-	-	0%	(6,000)
Rehab Program	193	13,000	13,000	13,000	7%	-
Capital Outlay	-	-	-	-	0%	-
Total Emergency Mgmt Expenditures	**$ 135,488**	**$ 191,638**	**$ 203,806**	**$ 180,987**	**100%**	**$ (10,651)**

INFORMATION CENTER

ACCOUNT DESCRIPTION	ACTUAL FY 2025	ESTIMATED BUDGET FY 2026	DEPT REQ BUDGET FY 2027	FINAL BUDGET FY 2027	PERCENT OF TOTAL BUDGET	INCREASE (DECREASE) FY2026-FY2027
Personnel FTEs	7.5	7.5	8.5	7.5		0
Salaries & Wages	$ 388,571	$ 411,670	$ 484,094	$ 426,790	54%	$ 15,120
Overtime	-	-	-	-	0%	-
Employee Benefits	210,652	223,388	307,303	263,586	34%	40,198
Books, Subscriptions, Memberships	-	21,000	21,000	21,000	3%	-
Travel & Training	4,300	6,150	6,150	6,150	1%	-
Office Supplies	2,753	5,600	5,600	5,600	1%	-
IT Fund Charges	27,060	27,065	27,065	27,065	3%	-
Professional & Technical	3,762	7,500	24,000	24,000	3%	16,500
Miscellaneous	7,535	9,000	9,000	9,000	1%	-
Capital Outlay	-	-	-	-	0%	-
Total Information Center Expenditures	**$ 644,633**	**$ 711,373**	**$ 884,212**	**$ 783,191**	**100%**	**$ 71,818**

POLICE

ACCOUNT DESCRIPTION	ACTUAL FY 2025	ESTIMATED BUDGET FY 2026	DEPT REQ BUDGET FY 2027	FINAL BUDGET FY 2027	PERCENT OF TOTAL BUDGET	INCREASE (DECREASE) FY2026-FY2027
Personnel FTEs	80.5	84.5	94.5	89.5		5
Salaries & Wages	$ 7,265,627	$ 7,883,604	$ 9,087,547	$ 8,768,875	50%	$ 885,271
Overtime	790,192	333,166	333,166	333,166	2%	-
Employee Benefits	4,149,038	4,855,147	5,933,386	5,674,794	33%	819,647
Uniforms	143,895	69,020	139,320	134,040	1%	65,020
Tactical Equipment	21,539	51,825	109,275	70,975	0%	19,150
Books, Subscriptions, Memberships	5,402	4,338	4,338	4,338	0%	-
Travel & Training	93,716	65,550	89,850	79,050	0%	13,500
Office Supplies	27,873	31,000	32,450	32,450	0%	1,450
Fleet Fund Charges	546,396	553,275	692,424	629,580	4%	76,305
Fuel	185,168	206,000	206,000	206,000	1%	-
Buildings & Grounds O&M	175,165	175,000	175,000	175,000	1%	-
Utilities	7,433	17,500	17,500	17,500	0%	-
Equipment Maintenance	170,415	266,350	255,950	255,950	1%	(10,400)
Miscellaneous Supplies	23,890	30,890	30,890	30,890	0%	-
Electricity - Lehi City Power	89,472	60,000	90,000	90,000	1%	30,000
Professional & Technical	399,116	321,118	436,664	422,792	2%	101,674
IT Fund Charges	173,916	273,921	298,921	298,921	2%	25,000
Risk Mgmt Fund Charges	50,004	50,000	60,000	60,000	0%	10,000
K9 Supplies	8,387	12,000	12,000	12,000	0%	-
Firearms & Supplies	22,455	47,800	47,800	47,800	0%	-
Miscellaneous	25,612	25,588	25,588	25,588	0%	-
Capital Outlay	12,811	-	-	-	0%	-
Communities That Care Expenses	42,976	10,000	10,000	10,000	0%	-
Tobacco Grant Expenses	-	-	47,000	47,000	0%	47,000
NOVA Expenses	5,663	6,000	6,000	6,000	0%	-
RAD Kids Expenses	550	2,000	2,000	2,000	0%	-
Total Police Expenditures	**$ 14,436,710**	**$ 15,351,092**	**$ 18,143,069**	**$ 17,434,709**	**100%**	**$ 2,083,622**

FIRE

ACCOUNT DESCRIPTION	ACTUAL FY 2025	ESTIMATED BUDGET FY 2026	DEPT REQ BUDGET FY 2027	FINAL BUDGET FY 2027	PERCENT OF TOTAL BUDGET	INCREASE (DECREASE) FY2026-FY2027
Personnel FTEs	82.5	82.5	84.5	83.5		1
Salaries & Wages	$ 6,205,051	$ 6,580,377	$ 7,680,348	$ 7,324,362	53%	$ 743,985
Overtime	194,137	258,650	283,650	283,650	2%	25,000
Employee Benefits	3,043,465	3,353,287	3,571,466	3,565,655	26%	212,368
Uniforms	128,296	103,107	142,757	135,432	1%	32,325
Books, Subscriptions, Memberships	9,047	23,150	23,150	23,150	0%	-
Travel & Training	50,062	47,410	57,410	57,410	0%	10,000
Office Supplies	15,101	22,400	21,950	20,975	0%	(1,425)
Fleet Fund Charges	1,244,400	1,244,394	1,394,620	1,253,890	9%	9,496
Fuel	83,779	101,000	101,000	101,000	1%	-
Buildings & Grounds O&M	91,585	276,000	276,000	276,000	2%	-
Utilities	29,844	24,000	30,000	30,000	0%	6,000
Equipment Maintenance	74,020	74,500	74,500	74,500	1%	-
Electricity - Lehi City Power	77,085	50,000	80,000	80,000	1%	30,000
Professional & Technical	71,175	86,450	107,450	107,450	1%	21,000
IT Fund Charges	67,572	67,573	92,573	92,573	1%	25,000
Risk Mgmt Fund Charges	50,004	50,000	60,000	60,000	0%	10,000
Education	5,644	30,550	30,550	30,550	0%	-
First Aid Supplies	152,013	135,450	135,450	135,450	1%	-
Miscellaneous	182,221	327,360	252,860	252,860	2%	(74,500)
Capital Outlay	192,272	-	135,000	20,000	0%	20,000
Total Fire Expenditures	**$ 11,966,773**	**$ 12,855,658**	**$ 14,550,735**	**$ 13,924,908**	**100%**	**$ 1,069,250**

PLANNING & ZONING

ACCOUNT DESCRIPTION	ACTUAL FY 2025	ESTIMATED BUDGET FY 2026	DEPT REQ BUDGET FY 2027	FINAL BUDGET FY 2027	PERCENT OF TOTAL BUDGET	INCREASE (DECREASE) FY2026-FY2027
Personnel FTEs	7.25	8.25	9.25	8.25		0
Salaries & Wages	$ 711,042	$ 822,260	$ 918,769	$ 858,449	62%	$ 36,189
Employee Benefits	308,828	332,553	455,908	411,434	30%	78,881
Books, Subscriptions, Memberships	3,977	3,000	3,000	3,000	0%	-
Public Notices	-	9,000	-	-	0%	(9,000)
Travel & Training	5,113	13,300	13,300	13,300	1%	-
Office Supplies	5,457	12,500	14,200	12,500	1%	-
Fleet Fund Charges	3,504	3,500	3,500	3,500	0%	-
Fuel	289	500	500	500	0%	-
Equipment Maintenance	-	4,295	-	-	0%	(4,295)
Professional & Technical	13,412	32,320	17,815	17,815	1%	(14,505)
IT Fund Charges	29,532	29,534	31,719	31,719	2%	2,185
Risk Mgmt Fund Charges	9,996	10,000	10,000	10,000	1%	-
Recording Fees	5,355	6,000	6,000	6,000	0%	-
Standards Update	-	1,000	-	-	0%	(1,000)
Enviornmental Sustainablitity Program	9,240	15,600	99,328	15,600	1%	-
Miscellaneous	2,608	2,500	2,500	2,500	0%	-
Capital Outlay	-	-	-	-	0%	-
Total Planning Expenditures	**$ 1,108,352**	**$ 1,297,862**	**$ 1,576,539**	**$ 1,386,317**	**100%**	**$ 88,455**

DEVELOPMENT SERVICES (BUILDING INSPECTION)

ACCOUNT DESCRIPTION	ACTUAL FY 2025	ESTIMATED BUDGET FY 2026	DEPT REQ BUDGET FY 2027	FINAL BUDGET FY 2027	PERCENT OF TOTAL BUDGET	INCREASE (DECREASE) FY2026-FY2027
Personnel FTEs	15.5	15.5	16.5	15.5		0
Salaries & Wages	$ 1,143,424	$ 1,227,339	$ 1,340,165	$ 1,257,215	61%	$ 29,876
Overtime	6,948	10,000	10,000	10,000	0%	-
Employee Benefits	569,835	628,167	708,923	658,764	32%	30,597
Uniforms	3,612	4,400	4,400	4,400	0%	-
Books, Subscriptions, Memberships	6,505	9,000	9,800	9,000	0%	-
Travel & Training	16,168	17,000	17,000	17,000	1%	-
Office Supplies	19,000	9,000	11,000	9,000	0%	-
Fleet Fund Charges	24,600	24,601	24,601	24,601	1%	-
Fuel	15,115	20,500	20,500	20,500	1%	-
Equipment Maintenance	-	2,200	-	-	0%	(2,200)
Risk Mgmt Fund Charges	9,996	10,000	10,000	10,000	0%	-
Professional & Technical	40,537	-	-	-	0%	-
IT Fund Charges	22,884	22,882	22,882	22,882	1%	-
Miscellaneous	2,860	6,210	6,210	6,210	0%	-
Capital Outlay	-	-	-	-	0%	-
Total Building Inspection Expenditures	**$ 1,881,559**	**$ 1,991,299**	**$ 2,185,480**	**$ 2,049,571**	**100%**	**$ 58,272**

ECONOMIC DEVELOPMENT

ACCOUNT DESCRIPTION	ACTUAL FY 2025	ESTIMATED BUDGET FY 2026	DEPT REQ BUDGET FY 2027	FINAL BUDGET FY 2027	PERCENT OF TOTAL BUDGET	INCREASE (DECREASE) FY2026-FY2027
Personnel FTEs	1	1	1	1		0
Salaries & Wages	$ 153,079	$ 158,998	$ 168,549	$ 168,549	57%	$ 9,551
Employee Benefits	58,932	60,553	65,743	65,743	22%	5,190
Books, Subscriptions, Memberships	12,037	19,200	19,200	19,200	6%	-
Public Notices	-	1,200	-	-	0%	(1,200)
Travel & Training	4,894	7,875	7,875	7,875	3%	-
Office Supplies	80	1,500	1,500	1,500	1%	-
IT Fund Charges	9,996	10,000	10,000	10,000	3%	-
Permits & Licenses	-	1,500	-	-	0%	(1,500)
Risk Management Charges	5,004	5,000	5,000	5,000	2%	-
Professional & Technical	9,579	8,000	8,000	8,000	3%	-
Miscellaneous	(266)	10,000	10,000	10,000	3%	-
Total Economic Develop Expenditures	**$ 253,335**	**$ 283,826**	**$ 295,867**	**$ 295,867**	**100%**	**$ 12,041**

STREETS

ACCOUNT DESCRIPTION	ACTUAL FY 2025	ESTIMATED BUDGET FY 2026	DEPT REQ BUDGET FY 2027	FINAL BUDGET FY 2027	PERCENT OF TOTAL BUDGET	INCREASE (DECREASE) FY2026-FY2027
Personnel FTEs	18.75	16.75	17.75	17.75		1
Salaries & Wages	$ 1,005,373	$ 1,113,657	$ 1,214,064	$ 1,214,064	43%	$ 100,407
Overtime	65,139	70,000	80,000	80,000	3%	10,000
Employee Benefits	569,764	663,183	693,365	693,365	25%	30,182
Uniforms	8,247	8,700	9,700	9,700	0%	1,000
Books, Subscriptions, Memberships	-	200	200	200	0%	-
Travel & Training	13,431	27,000	27,000	27,000	1%	-
Office Supplies	4,036	5,500	5,500	5,500	0%	-
Fleet Fund Charges	437,232	437,234	557,289	509,499	18%	72,265
Buildings & Grounds	77,425	75,000	75,000	75,000	3%	-
Utilities	10,369	7,612	7,612	7,612	0%	-
Equipment Maintenance	29,323	30,000	35,000	35,000	1%	5,000
Risk Mgmt Fund Charges	24,996	25,000	25,000	25,000	1%	-
Electricity - Lehi City Power	32,454	30,000	30,000	30,000	1%	-
Professional & Technical	29,281	30,000	30,000	30,000	1%	-
IT Fund Charges	15,384	15,388	15,388	15,388	1%	-
Department Supplies	24,738	30,000	35,000	35,000	1%	5,000
Landfill Closure/Postclosure	-	2,500	2,500	2,500	0%	-
Capital	-	-	-	-	0%	-
Total Streets Expenditures	**$ 2,347,191**	**$ 2,570,974**	**$ 2,842,618**	**$ 2,794,828**	**100%**	**$ 223,854**

ENGINEERING

ACCOUNT DESCRIPTION	ACTUAL FY 2025	ESTIMATED BUDGET FY 2026	DEPT REQ BUDGET FY 2027	FINAL BUDGET FY 2027	PERCENT OF TOTAL BUDGET	INCREASE (DECREASE) FY2026-FY2027
Personnel FTEs	6	6.5	6.5	6.5		0
Salaries & Wages	$ 718,373	$ 768,511	$ 805,873	$ 805,873	62%	$ 37,362
Employee Benefits	325,397	350,171	382,671	382,671	29%	32,500
Uniforms	745	600	600	600	0%	-
Books, Subscriptions, Memberships	850	2,500	2,500	2,500	0%	-
Travel & Training	7,494	9,500	9,500	9,500	1%	-
Office Supplies	357	10,500	9,000	9,000	1%	(1,500)
Fleet Fund Charges	3,000	3,000	3,000	3,000	0%	-
Fuel	-	1,000	1,000	1,000	0%	-
IT Fund Charges	25,020	25,022	30,479	30,479	2%	5,457
Equipment Maintenance	15,354	31,000	23,543	23,543	2%	(7,457)
Risk Mgmt Fund Charges	9,996	10,000	10,000	10,000	1%	-
Professional & Technical	16,934	25,000	25,000	25,000	2%	-
Miscellaneous	233	500	500	500	0%	-
Capital Outlay	-	-	-	-	0%	-
Total Engineering Expenditures	**$ 1,123,752**	**$ 1,237,304**	**$ 1,303,666**	**$ 1,303,666**	**100%**	**$ 66,362**

PARKS

ACCOUNT DESCRIPTION	ACTUAL FY 2025	ESTIMATED BUDGET FY 2026	DEPT REQ BUDGET FY 2027	FINAL BUDGET FY 2027	PERCENT OF TOTAL BUDGET	INCREASE (DECREASE) FY2026-FY2027
Personnel FTEs	45.5	49	53	53		4
Salaries & Wages	$ 2,157,884	$ 2,508,708	$ 2,784,094	$ 2,784,094	42%	$ 275,386
Overtime	98,820	55,000	55,000	55,000	1%	-
Employee Benefits	965,652	1,175,122	1,391,934	1,391,934	21%	216,812
Uniforms	10,129	10,730	10,730	10,730	0%	-
Travel & Training	22,154	22,000	22,000	22,000	0%	-
Office Supplies	1,744	2,000	2,000	2,000	0%	-
Fleet Fund Charges	112,212	168,536	261,290	216,639	3%	48,103
Fuel	57,165	82,000	82,000	82,000	1%	-
Buildings & Grounds O&M	251,762	225,000	225,000	225,000	3%	-
Utilities	28,914	29,979	29,979	29,979	0%	-
Equipment Maintenance	39,772	44,526	44,526	44,526	1%	-
Risk Mgmt Fund Charges	24,996	25,000	26,000	26,000	0%	1,000
Electricity - Lehi City Power	253,280	100,000	245,000	245,000	4%	145,000
Professional & Technical	399,102	399,500	459,100	459,100	7%	59,600
IT Fund Charges	31,020	31,021	31,021	31,021	0%	-
Tree Care	167,286	168,000	168,000	168,000	3%	-
Miscellaneous	29,054	39,484	54,484	54,484	1%	15,000
Paved Trail & Parking Lot Maintenance	36,058	35,000	50,000	50,000	1%	15,000
Concrete Maintenance	24,922	25,000	25,000	25,000	0%	-
Snow Removal	15,526	25,000	25,000	25,000	0%	-
Park Maintenance	361,954	443,379	502,879	502,879	8%	59,500
Park Pavilion & Playground Upgrades	99,087	100,000	100,000	100,000	2%	-
Capital Outlay	274,706	682,000	1,298,463	79,000	1%	(603,000)
Total Parks Expenditures	**$ 5,463,200**	**$ 6,396,985**	**$ 7,893,500**	**$ 6,629,386**	**100%**	**$ 232,401**

COMMUNITY EVENTS

ACCOUNT DESCRIPTION	ACTUAL FY 2025	ESTIMATED BUDGET FY 2026	DEPT REQ BUDGET FY 2027	FINAL BUDGET FY 2027	PERCENT OF TOTAL BUDGET	INCREASE (DECREASE) FY2026-FY2027
Cultural Arts Council Expense	$ 78,000	$ 78,000	$ 78,000	$ 78,000	14%	$ -
Miss Lehi Pageant	40,549	22,000	22,000	22,000	4%	-
Lehi Float	14,000	16,000	16,000	16,000	3%	-
Lehi Parade & Events Committee	2,657	-	-	-	0%	-
Youth City Council	16,317	15,000	15,000	15,000	3%	-
Lehi Silver Band	2,500	2,500	2,500	2,500	0%	-
Community Beautification	5,096	11,000	11,000	11,000	2%	-
Brochures Published	-	3,000	3,000	3,000	1%	-
Special Projects	21,875	90,000	90,000	90,000	16%	-
National Night Out Event	9,456	5,000	6,500	6,500	1%	1,500
Archives Donation	33,000	33,000	33,000	33,000	6%	-
Fireworks Show	26,000	25,000	25,000	25,000	5%	-
Parks & Trails Committee	-	1,700	1,700	1,700	0%	-
Special Events	365,253	214,700	224,944	224,944	41%	10,244
Just for Kids	500	20,000	20,000	20,000	4%	-
Total Comm Events Expenditures	**$ 615,203**	**$ 536,900**	**$ 548,644**	**$ 548,644**	**100%**	**$ 11,744**

SENIOR CITIZEN

ACCOUNT DESCRIPTION	ACTUAL FY 2025	ESTIMATED BUDGET FY 2026	DEPT REQ BUDGET FY 2027	FINAL BUDGET FY 2027	PERCENT OF TOTAL BUDGET	INCREASE (DECREASE) FY2026-FY2027
Personnel FTEs	3.5	3.5	3.5	3.5		0
Salaries & Wages	$ 156,124	$ 194,219	$ 193,069	$ 193,069	45%	$ (1,150)
Overtime	2,902	3,000	3,000	3,000	1%	-
Employee Benefits	57,684	63,360	67,254	67,254	16%	3,894
Travel & Training	8,142	12,000	12,000	12,000	3%	-
Office Supplies	1,077	4,000	4,000	4,000	1%	-
Senior Citizen - Bldgs & Grounds	24,996	25,000	25,000	25,000	6%	-
Professional & Technical	-	1,650	-	-	0%	(1,650)
Program Expenditures	38,621	94,848	76,136	76,136	18%	(18,712)
Meal Management	23,273	23,000	38,000	38,000	9%	15,000
Miscellaneous	340	9,000	9,000	9,000	2%	-
Capital Outlay	-	-	-	-	0%	-
Total Senior Citizen Expenditures	**$ 313,159**	**$ 430,077**	**$ 427,458**	**$ 427,458**	**100%**	**$ (2,619)**

LIBRARY

ACCOUNT DESCRIPTION	ACTUAL FY 2025	ESTIMATED BUDGET FY 2026	DEPT REQ BUDGET FY 2027	FINAL BUDGET FY 2027	PERCENT OF TOTAL BUDGET	INCREASE (DECREASE) FY2026-FY2027
Personnel FTEs	22	24	24	24		0
Salaries & Wages	$ 886,225	$ 1,003,306	$ 1,114,673	$ 1,039,087	48%	$ 35,781
Employee Benefits	337,395	374,188	441,694	441,694	20%	67,506
Books	234,451	295,000	325,000	295,000	14%	-
Subscriptions	10,545	11,998	21,998	21,998	1%	10,000
Travel & Training	1,633	7,000	7,000	7,000	0%	-
Office Supplies	29,803	41,000	41,000	41,000	2%	-
Equipment Maintenance	64,321	67,280	67,280	67,280	3%	-
Buildings & Grounds O&M	50,710	50,000	50,000	50,000	2%	-
Utilities	84	10,000	10,000	10,000	0%	-
Story Hour Expense	15,847	12,250	12,250	12,250	1%	-
Risk Mgmt Fund Charges	24,996	25,000	25,000	25,000	1%	-
Electricity - Lehi City Power	2,310	18,000	-	-	0%	(18,000)
Professional & Technical	17,771	18,000	18,000	18,000	1%	-
Collections	3,017	4,000	4,000	4,000	0%	-
Fleet Fund Charges	-	-	8,410	-	0%	-
IT Fund Charges	66,564	66,560	116,560	116,560	5%	50,000
Miscellaneous	13,766	14,830	32,830	14,830	1%	-
Capital Outlay	-	-	-	-	0%	-
Total Library Expenditures	**$ 1,759,438**	**$ 2,018,412**	**$ 2,295,695**	**$ 2,163,699**	**100%**	**$ 145,287**

LITERACY CENTER

ACCOUNT DESCRIPTION	ACTUAL FY 2025	ESTIMATED BUDGET FY 2026	DEPT REQ BUDGET FY 2027	FINAL BUDGET FY 2027	PERCENT OF TOTAL BUDGET	INCREASE (DECREASE) FY2026-FY2027
Personnel FTEs	6.5	6.5	8.5	8.5		2
Salaries & Wages	$ 260,953	$ 336,974	$ 442,116	$ 442,116	66%	$ 105,142
Employee Benefits	59,826	106,269	118,101	118,101	18%	11,832
Books, Subscriptions, Memberships	355	500	500	500	0%	-
Travel & Training	-	1,000	1,000	1,000	0%	-
Office Supplies	3,060	5,000	5,000	5,000	1%	-
Buildings & Grounds O&M	24,996	25,000	25,000	25,000	4%	-
Utilities	3,774	5,500	5,500	5,500	1%	-
Equipment Maintenance	-	750	750	750	0%	-
Risk Mgmt Fund Charges	26,252	25,000	25,000	25,000	4%	-
Electricity - Lehi City Power	6,472	6,500	6,500	6,500	1%	-
Program Expenditures	1,802	3,000	3,000	3,000	0%	-
IT Fund Charges	20,004	20,000	20,000	20,000	3%	-
Miscellaneous	2,770	3,000	3,000	3,000	0%	-
Capital Outlay	-	10,000	10,000	10,000	2%	-
Total Literacy Center Expenditures	**$ 410,263**	**$ 548,493**	**$ 665,467**	**$ 665,467**	**100%**	**$ 116,974**

CEMETERY

ACCOUNT DESCRIPTION	ACTUAL FY 2025	ESTIMATED BUDGET FY 2026	DEPT REQ BUDGET FY 2027	FINAL BUDGET FY 2027	PERCENT OF TOTAL BUDGET	INCREASE (DECREASE) FY2026-FY2027
Personnel FTEs	7	7	7	7		0
Salaries & Wages	$ 312,182	$ 346,708	$ 371,884	$ 371,884	44%	$ 25,176
Overtime	11,253	3,500	3,500	3,500	0%	-
Employee Benefits	142,424	159,949	196,741	196,741	24%	36,792
Uniforms	1,500	1,800	1,800	1,800	0%	-
Newspaper Expense	-	357	357	357	0%	-
Travel & Training	961	2,000	2,000	2,000	0%	-
Office Supplies	1,776	2,000	2,000	2,000	0%	-
Fleet Fund Charges	15,000	15,000	15,000	15,000	2%	-
Fuel	1,578	2,000	2,000	2,000	0%	-
Cemetery Maintenance	32,910	29,000	29,000	29,000	3%	-
Utilities	7,064	5,879	8,000	8,000	1%	2,121
Equipment Maintenance	16,020	16,000	16,000	16,000	2%	-
Risk Mgmt Fund Charges	20,004	20,000	20,000	20,000	2%	-
Electricity - Lehi City Power	4,830	3,000	5,000	5,000	1%	2,000
Professional & Technical	24,468	25,000	25,000	25,000	3%	-
IT Fund Charges	9,324	9,321	9,321	9,321	1%	-
Safety	440	-	-	-	0%	-
Purchase Trees	7,159	8,500	8,500	8,500	1%	-
Miscellaneous	8,980	9,000	9,000	9,000	1%	-
Capital Outlay	95,731	220,000	111,600	111,600	13%	(108,400)
Total Cemetery Expenditures	**$ 713,605**	**$ 879,014**	**$ 836,703**	**$ 836,703**	**100%**	**$ (42,311)**

MUSEUM

ACCOUNT DESCRIPTION	ACTUAL FY 2025	ESTIMATED BUDGET FY 2026	DEPT REQ BUDGET FY 2027	FINAL BUDGET FY 2027	PERCENT OF TOTAL BUDGET	INCREASE (DECREASE) FY2026-FY2027
Buildings & Grounds O&M	$ 15,000	$ 15,000	$ 15,000	$ 15,000	5%	$ -
Utilities	3,546	6,800	6,800	6,800	2%	-
Electricity - Lehi City Power	8,491	10,000	10,000	10,000	3%	-
Museum Contribution	260,000	260,000	260,000	260,000	83%	-
Miscellaneous	2,900	20,000	20,000	20,000	6%	-
Capital	368,347	-	-	-	0%	-
Total Museum Expenditures	**$ 658,284**	**$ 311,800**	**$ 311,800**	**$ 311,800**	**100%**	**-**

NON-DEPARTMENTAL

ACCOUNT DESCRIPTION	ACTUAL FY 2025	ESTIMATED BUDGET FY 2026	DEPT REQ BUDGET FY 2027	FINAL BUDGET FY 2027	PERCENT OF TOTAL BUDGET	INCREASE (DECREASE) FY2025-FY2026
Utilities	$ 315,031	$ 245,000	$ 245,000	$ 245,000	2%	$ -
Credit Card & Bank Charges	57,821	50,000	50,000	50,000	0%	-
Document Imaging (HRIS/Timesheet)	-	-	-	-	0%	-
Contribution to Risk Fund	985,016	685,000	685,000	685,000	6%	-
Contribution to Fleet Fund	-	-	-	-	0%	-
Employee Appreciation	137,201	100,000	100,000	100,000	1%	-
Contrib to Recreation Facilities Fund	2,338,440	2,338,434	2,638,266	2,638,266	24%	299,832
Museum Project Thanksgiving Point	100,000	100,000	100,000	100,000	1%	-
Contribution to Chamber	10,000	12,000	12,000	12,000	0%	-
Fox Hollow Golf Course	225,000	275,000	275,000	275,000	3%	-
Contingency	40,207	100,000	100,000	100,000	1%	-
MAG Contribution	56,017	25,000	57,000	57,000	1%	32,000
Branding	17,536	20,000	20,000	20,000	0%	-
Mayor/Council Special Projects	52,278	50,000	50,000	50,000	0%	-
Contribution to IT Fund	501,804	501,801	501,801	501,801	5%	-
Contribution to Capital Projects Fund	6,500,000	1,000,000	-	-	0%	(1,000,000)
Intergovernmental Relations	138,740	75,000	75,000	75,000	1%	-
Employee Wellness	207,179	150,000	150,000	150,000	1%	-
UVSSD dispatch costs	705,262	650,907	650,907	650,907	6%	-
Market Adjustment	-	180,000	200,000	200,000	2%	20,000
Health Insurance Reserve Fund	-	600,000	600,000	600,000	6%	-
Information fair	-	10,000	10,000	10,000	0%	-
VIPS	4,777	5,000	5,000	5,000	0%	-
Contribution to Bldgs/Grounds Fund	602,124	922,122	922,122	922,122	9%	-
Transfer to Local Building Authority	1,534,680	1,739,675	1,676,278	1,676,278	16%	(63,397)
Transfer to Debt Service	1,673,616	1,673,313	1,673,313	1,673,313	15%	-
Total Non-Departmental Expenditures	**$ 16,202,728**	**$ 11,508,252**	**$ 10,796,687**	**$ 10,796,687**	**100%**	**$ (711,565)**

CLASS "C" ROADS

ACCOUNT DESCRIPTION	ACTUAL FY 2025	ESTIMATED BUDGET FY 2026	DEPT REQ BUDGET FY 2027	FINAL BUDGET FY 2027	PERCENT OF TOTAL BUDGET	INCREASE (DECREASE) FY2026-FY2027
Revenues						
Class 'C" Road Allotment	$ 4,706,192	$ 3,600,000	$ 4,500,000	$ 4,500,000	58%	$ 900,000
Utah County Transportation Tax	2,278,474	2,100,000	2,250,000	2,250,000	29%	150,000
Lehi Trasportation Tax	972,800	900,000	950,000	950,000	12%	50,000
Interest Earnings	147,027	-	-	-	0%	-
Re-appropriate balance	-	-	-	-	0%	-
Total Revenues	$ 8,104,493	$ 6,600,000	$ 7,700,000	$ 7,700,000	100%	$ 1,100,000
Expenditures						
Salaries & Wages	$ -	$ 157,637	$ 159,208	$ 159,208	2%	1,571
Employee Benefits	-	66,488	107,152	107,152	1%	40,664
Road Maintenance	1,785,802	1,800,000	2,000,000	2,000,000	26%	200,000
Snow Removal & Salt	159,119	160,000	160,000	160,000	2%	-
Striping	274,685	300,000	300,000	300,000	4%	-
Equipment rental	73,500	75,000	100,000	100,000	1%	25,000
Street signs	99,095	125,000	125,000	125,000	2%	-
Traffic Control Updates	15,792	20,000	20,000	20,000	0%	-
Road Reconstruction Projects	2,396,538	3,185,000	2,375,000	2,375,000	31%	(810,000)
Signal Lights & Signal Development	53,354	525,000	425,000	425,000	6%	(100,000)
Future Site Plan Land Purchase	3,627,087	-	-	-	0%	-
Loader	-	213,742	213,742	213,742	3%	-
ADA Sidewalks/Sidewalk Replacement	674,536	825,000	825,000	825,000	11%	-
Fleet Fund Charges	119,484	136,959	136,959	136,959	2%	-
Fuel	51,402	77,000	77,000	77,000	1%	-
Reserves	-	-	675,939	675,939	9%	675,939
Total Expenditures	$ 9,330,394	$ 7,666,826	$ 7,700,000	$ 7,700,000	100%	$ (9,061)
Surplus(Deficit)	**$ (1,225,901)**	**$ (1,066,826)**	**$ -**	**$ -**		

LIQUOR FUND

ACCOUNT DESCRIPTION	ACTUAL FY 2025	ESTIMATED BUDGET FY 2026	DEPT REQ BUDGET FY 2027	FINAL BUDGET FY 2027	PERCENT OF TOTAL BUDGET	INCREASE (DECREASE) FY2026-FY2027
Revenues						
Interest Income	$ -	$ -	$ -	$ -	0%	$ -
Liquor fund allottment	102,917	90,000	100,000	100,000	100%	10,000
Re-appropriate fund balance	-	-	-	-	0%	-
Total Revenues	$ 102,917	$ 90,000	$ 100,000	$ 100,000	100%	$ 10,000
Expenditures						
Wages > DUI enforcement	$ 55,150	$ 45,000	$ 50,000	$ 50,000	50%	$ 5,000
Benefits	36,767	9,500	14,500	14,500	15%	5,000
Miscellaneous	11,000	35,500	35,500	35,500	36%	-
Fund Balance	-	-	-	-	0%	-
Total Expenditures	$ 102,917	$ 90,000	$ 100,000	$ 100,000	100%	$ 10,000
Surplus(Deficit)	**$ -**	**$ -**	**$ -**	**$ -**		

PARC TAX

ACCOUNT DESCRIPTION	ACTUAL FY 2025	ESTIMATED BUDGET FY 2026	DEPT REQ BUDGET FY 2027	FINAL BUDGET FY 2027	PERCENT OF TOTAL BUDGET	INCREASE (DECREASE) FY2026-FY2027
Revenues						
PARC Tax Revenue	$ 2,056,569	$ 1,800,000	$ 2,000,000	$ 2,000,000	100%	$ 200,000
Fund Balance Appropriation	-	-	-	-	0%	-
Total Revenues	$ 2,056,569	$ 1,800,000	$ 2,000,000	$ 2,000,000	100%	$ 200,000
Expenses						
PARC Tax Arts Programs	$ 563,842	$ 540,000	$ 600,000	$ 600,000	30%	$ 60,000
Transfer to Capital Projects Fund	1,050,000	1,260,000	1,400,000	1,400,000	70%	140,000
Total Expenses	$ 1,613,842	$ 1,800,000	$ 2,000,000	$ 2,000,000	100%	$ 200,000
Surplus(Deficit)	**$ 442,727**	**$ -**	**$ -**	**$ -**		

RECREATION FUND

ACCOUNT DESCRIPTION	ACTUAL FY 2025	ESTIMATED BUDGET FY 2026	DEPT REQ BUDGET FY 2027	FINAL BUDGET FY 2027	PERCENT OF TOTAL BUDGET	INCREASE (DECREASE) FY2026-FY2027
Revenues						
Interest Earnings	$ 13,680	$ 1,000	$ 1,000	$ 1,000	0%	$ -
Legacy Center Pass Sales	1,669,551	1,800,000	1,845,231	1,845,231	25%	45,231
Charges For Service	1,685,441	1,565,000	1,750,000	1,750,000	23%	185,000
Merchandise Sales	44,311	40,000	45,000	45,000	1%	5,000
Offsite Concession Sales	53,072	35,000	50,000	50,000	1%	15,000
Center Court Receipts	254,620	230,000	245,000	245,000	3%	15,000
Swim Program Revenue	416,786	430,000	430,000	430,000	6%	-
Outdoor Pool	225,633	207,068	225,000	225,000	3%	17,932
Curtis Center Revenues	-	-	95,264	92,529	1%	92,529
Contribution From General Fund	2,338,440	2,338,434	2,638,166	2,638,166	35%	299,732
Contribution From Capital Projects Fund	-	-	184,000	184,000	2%	184,000
Contribution From Fund Balance	-	523,215	-	-	0%	(523,215)
Total Revenues	$ 6,701,533	$ 7,169,717	$ 7,508,661	$ 7,505,926	100%	$ 336,209
Total Fund Expenses						
Legacy Center	$ 6,371,566	$ 6,740,730	$ 7,150,114	$ 6,984,410	93%	$ 243,680
Outdoor Pool	273,575	156,260	175,250	156,260	2%	-
Curtis Center	-	365,256	394,541	365,256	5%	-
Total Recreation Fund Expenses	**$ 6,645,141**	**$ 7,262,246**	**$ 7,719,905**	**$ 7,505,926**	**100%**	**$ 243,680**
Surplus/(Deficit)	**$ 56,391**	**$ (92,529)**	**$ (211,244)**	**$ -**		

LEGACY CENTER EXPENSES

ACCOUNT DESCRIPTION	ACTUAL FY 2025	ESTIMATED BUDGET FY 2026	DEPT REQ BUDGET FY 2027	FINAL BUDGET FY 2027	PERCENT OF TOTAL BUDGET	INCREASE (DECREASE) FY2026-FY2027
Personnel FTEs	76.77	81.05	82.05	81.05		0
Salaries & Wages	$ 3,616,333	$ 3,560,572	$ 3,926,607	$ 3,874,607	55%	$ 314,035
Overtime	3,545	1,500	4,000	4,000	0%	2,500
Employee Benefits	692,031	730,427	796,325	753,941	11%	23,514
Uniforms	3,777	5,000	5,120	5,000	0%	-
Fleet Fund Charges	2,004	2,000	2,000	2,000	0%	-
Fuel	1,244	2,500	2,500	2,500	0%	-
IT Fund Charges	67,608	67,608	67,608	67,608	1%	-
Risk Mgmt Fund Charges	65,004	65,000	65,000	65,000	1%	-
Books, Subscriptions, Memberships	6,132	5,500	6,500	6,500	0%	1,000
Recreation Public Notices	1,449	5,000	5,000	5,000	0%	-
Travel & Training	18,718	18,500	18,500	18,500	0%	-
Office Supplies	24,314	24,515	26,450	25,250	0%	735
Buildings & Grounds O&M	150,000	100,000	150,000	150,000	2%	50,000
Utilities	100,028	140,000	125,000	125,000	2%	(15,000)
Offsite Concession Expenses	33,882	64,000	64,000	64,000	1%	-
Center Court Expenses	177,442	186,430	192,023	192,023	3%	5,593
Electricity - Lehi City Power	233,391	230,000	236,900	236,900	3%	6,900
Professional & Technical	193,680	175,000	195,000	195,000	3%	20,000
Program Expenditures	144,943	160,680	160,680	160,680	2%	-
Gymnastics	73,317	76,000	76,000	76,000	1%	-
Dance	12,315	14,317	14,317	14,317	0%	-
Itty Bitty Ball	7,684	10,000	10,000	10,000	0%	-
Birthday Parties	13,578	9,500	14,000	14,000	0%	4,500
Facilities Stations	20,858	19,400	19,982	19,982	0%	582
Pool Operation & Maintenance	197,015	153,367	157,968	157,968	2%	4,601
Miscellaneous	11,632	23,000	23,000	23,000	0%	-
Swimming Program	116,522	110,314	116,800	116,800	2%	6,486
Tennis	2,818	6,000	6,000	6,000	0%	-

LEGACY CENTER-CONTINUED

ACCOUNT DESCRIPTION	ACTUAL FY 2025	ESTIMATED BUDGET FY 2026	DEPT REQ BUDGET FY 2027	FINAL BUDGET FY 2027	PERCENT OF TOTAL BUDGET	INCREASE (DECREASE) FY2026-FY2027
Legacy Center - Expenditures continued						
Golf	7,840	7,800	8,034	8,034	0%	234
Adult Softball League	1,576	4,000	4,000	4,000	0%	-
Soccer Program Expense	10,711	26,000	26,000	26,000	0%	-
Volleyball Expense	7,618	10,200	10,200	10,200	0%	-
Baseball Expense	41,665	66,000	66,000	66,000	1%	-
Girls Softball	14,060	22,000	22,000	22,000	0%	-
Basketball Expense	143,268	150,000	150,000	150,000	2%	-
Flag Football Expense	7,737	9,600	9,600	9,600	0%	-
Wrestling Program Expense	2,847	3,000	3,000	3,000	0%	-
Debt Service	-	-	-	-	0%	-
Contribution to Outdoor Pool	-	-	-	-	0%	-
Capital Outlay	111,781	430,000	339,000	269,000	4%	(161,000)
Pool Capital Outlay	31,200	46,000	25,000	25,000	0%	(21,000)
Total Legacy Center Expenses	**$ 6,371,566**	**$ 6,740,730**	**$ 7,150,114**	**$ 6,984,410**	**100%**	**$ 243,680**

OUTDOOR POOL EXPENSES

ACCOUNT DESCRIPTION	ACTUAL FY 2025	ESTIMATED BUDGET FY 2026	DEPT REQ BUDGET FY 2027	FINAL BUDGET FY 2027	PERCENT OF TOTAL BUDGET	INCREASE (DECREASE) FY2026-FY2027
Personnel FTEs	4.28	4.28	0	0		0
Expenditures						
Outdoor Pool Operation & Maintenance	$ 239,405	$ 156,260	$ 160,250	$ 156,260	100%	$ -
Capital Outlay	34,170	-	15,000	-	0%	-
Total Expenditures	$ 273,575	$ 156,260	$ 175,250	$ 156,260	100%	-

CURTIS CENTER EXPENSES

ACCOUNT DESCRIPTION	ACTUAL FY 2025	ESTIMATED BUDGET FY 2026	DEPT REQ BUDGET FY 2027	FINAL BUDGET FY 2027	PERCENT OF TOTAL BUDGET	INCREASE (DECREASE) FY2026-FY2027
Personnel FTEs	0	0	0	0		0
Expenditures						
Salaries & Wages	$ -	$ 48,780	$ 50,162	$ 48,780	13%	$ -
Employee benefits	-	25,474	26,195	25,474	7%	-
Buildings & Grounds Fund	-	50,000	50,000	50,000	14%	-
Program Expenditures	-	-	-	-	0%	-
Curtis Center Operation & Maintenance	15,320	176,002	180,984	176,002	48%	-
Capital Outlay	-	65,000	87,200	65,000	18%	-
Total Expenditures	$ 15,320	$ 365,256	$ 394,541	$ 365,256	100%	$ -

CAPITAL PROJECTS SUMMARY

ACCOUNT DESCRIPTION	ACTUAL FY 2025	ESTIMATED BUDGET FY 2026	DEPT REQ BUDGET FY 2027	FINAL BUDGET FY 2027	PERCENT OF TOTAL BUDGET	INCREASE (DECREASE) FY2026-FY2027
Revenues						
Interest income	$ 136,815	$ 500	$ 500	$ 500	0%	$ -
Appropriation from fund balance	-	1,418,415	2,408,988	2,408,988	45%	990,573
Sales tax	80,007	-	-	-	0%	-
Transfer from General Fund	6,500,000	-	-	-	0%	-
Transfer From PARC Tax Fund	1,050,000	1,260,000	1,400,000	1,400,000	26%	140,000
Miscellaneous	-	1,600,000	1,600,000	1,600,000	30%	-
Total Revenues	$ 6,716,822	$ 1,418,915	$ 5,409,488	$ 5,409,488	100%	$ 1,130,573
Expenditures						
Transfer to Fleet Fund	$ 500,004	$ 1,190,000	$ 750,000	$ 750,000	14%	$ (440,000)
Transfer to Bldgs/Grounds Fund	-	-	515,025	515,025	10%	515,025
Transfer to Recreation Fund	-	-	184,000	184,000	3%	184,000
Debt Service - Fire Station	80,007	-	-	-	0%	-
Bond Costs	2,450	-	-	-	0%	-
Parks Building	647,667	-	-	-	0%	-
Nuisance Trees & Damaged Sidewalks	161,316	225,000	250,000	250,000	5%	25,000
Family Park - All Abilities Playground	5,122,585	-	-	-	0%	-
Hospital Loop Road	18,037	2,600,000	2,600,000	2,600,000	48%	-
Property Improvements	328,200	-	-	-	0%	-
SCBA Equipment - Station 84	69,664	-	-	-	0%	-
Phragmites Mower	-	263,915	-	-	0%	(263,915)
PARC Tax Projects	-	-	1,110,463	1,110,463	21%	1,110,463
Reserves	-	-	-	-	0%	-
Total Expenditures	$ 10,166,804	$ 4,278,915	$ 5,409,488	$ 5,409,488	100%	$ 1,130,573
Surplus(Deficit)	**$ (3,449,982)**	**$ (2,860,000)**	**$ -**	**$ -**		

DEBT SERVICE

ACCOUNT DESCRIPTION	ACTUAL FY 2025	ESTIMATED BUDGET FY 2026	DEPT REQ BUDGET FY 2027	FINAL BUDGET FY 2027	PERCENT OF TOTAL BUDGET	INCREASE (DECREASE) FY2026-FY2027
Revenues						
Transfer from Capital Projects	$ -	$ -	$ -	$ -	0%	$ -
Miscellaneous Revenue	-	-	597,986	597,986	24%	$ 597,986
Transfer from Police Impact Fees	210,504	210,500	210,500	210,500	8%	$ -
Transfer from General Fund	1,673,616	1,673,313	1,673,313	1,673,313	67%	$ -
Fund Balance Appropriation	-	-	-	-	0%	$ -
Total Revenues	$ 1,884,120	$ 1,883,813	$ 2,481,799	$ 2,481,799	100%	$ 597,986
Expenses						
Debt Service - Interest	$ 844,113	$ 803,813	$ 1,401,799	$ 1,401,799	56%	$ 597,986
Debt Service - Principal	1,030,000	1,070,000	1,070,000	1,070,000	43%	-
Bond Costs	-	-	10,000	10,000	0%	10,000
Total Expenses	$ 1,874,113	$ 1,873,813	$ 2,481,799	$ 2,481,799	100%	$ 607,986
Surplus(Deficit)	**$ 10,008**	**$ 10,000**	**$ -**	**$ -**		

STATE & FEDERAL GRANTS

ACCOUNT DESCRIPTION	ACTUAL FY 2025	ESTIMATED BUDGET FY 2026	DEPT REQ BUDGET FY 2027	FINAL BUDGET FY 2027	PERCENT OF TOTAL BUDGET	INCREASE (DECREASE) FY2026-FY2027
Revenues						
ARPA Grant Revenue	$ 474,133	$ -	$ -	$ -	0%	$ -
BRIC Grant Revenue	150,000	-	-	-	0%	$ -
UDOT Grant Revenue	-	-	250,000	250,000	2%	$ 250,000
Utah County/MAG Grant Revenue	-	4,500,000	6,050,000	6,050,000	59%	$ 1,550,000
Interest Earnings	41,913	-	-	-	0%	$ -
Fund Balance Appropriation	-	1,049,575	2,400,000	2,400,000	0%	$ 1,350,425
Transfer from Capital Projects Fund	-	-	-	-	0%	$ -
Transfer from Road Impact Fees	-	-	235,000	235,000	0%	$ 235,000
Transfer from Water Impact Fees	-	-	1,300,000	1,300,000	0%	$ 1,300,000
Total Revenues	$ 666,046	$ 5,549,575	$ 10,235,000	$ 10,235,000	100%	$ 4,685,425
Expenses						
ARPA Grant Project Expenditure	$ 950,425	$ 1,049,575	$ 3,700,000	$ 3,700,000	36%	$ 2,650,425
BRIC Grant Project Expenditure	8,851	-	-	-	0%	-
Dry Creek Lake Project	62,913	1,500,000	1,500,000	1,500,000	0%	-
Pony Express Parkway	-	2,000,000	1,035,000	1,035,000	0%	(965,000)
2300 W (Pioneer Crossing to Main)	-	1,000,000	3,200,000	3,200,000	0%	2,200,000
Redwood Road Drain	-	-	250,000	250,000	0%	250,000
Pony Express Parkway - Utah Lake Trail	-	-	200,000	200,000	0%	200,000
Signal - Main St West Across River	-	-	250,000	250,000	0%	250,000
Turn Pocket - 2300 W Main North	-	-	100,000	100,000	0%	100,000
Total Expenses	$ 1,022,189	$ 5,549,575	$ 10,235,000	$ 10,235,000	100%	$ 4,685,425
Surplus(Deficit)	**$ (356,142)**	**$ -**	**$ -**	**$ -**		

CDBG

ACCOUNT DESCRIPTION	ACTUAL FY 2025	ESTIMATED BUDGET FY 2026	DEPT REQ BUDGET FY 2027	FINAL BUDGET FY 2027	PERCENT OF TOTAL BUDGET	INCREASE (DECREASE) FY2026-FY2027
Revenues						
Interest Income	$ -	$ -	$ -	$ -	0%	$ -
CDBG	672,906	345,000	365,000	365,000	100%	20,000
Re-appropriation of Fund Balance	-	-	-	-	100%	-
Total Revenues	$ 672,906	$ 345,000	$ 365,000	$ 365,000	100%	$ 20,000
Expenditures						
CDBG Project Improvements	$ 586,847	$ 300,000	$ 320,000	$ 320,000	100%	$ 20,000
CDBG Adminstration Costs	34,813	40,000	40,000	40,000	100%	-
CDBG Program Expenses	39,746	5,000	5,000	5,000	100%	-
Total Expenditures	$ 661,406	$ 345,000	$ 365,000	$ 365,000	100%	$ -
Surplus(Deficit)	**$ 11,500**	**$ -**	**$ -**	**$ -**		

FIRE IMPACT FEES

ACCOUNT DESCRIPTION	ACTUAL FY 2025	ESTIMATED BUDGET FY 2026	DEPT REQ BUDGET FY 2027	FINAL BUDGET FY 2027	PERCENT OF TOTAL BUDGET	INCREASE (DECREASE) FY2026-FY2027
Revenues						
Interest Income	$ 30,881	$ 1,000	$ 1,000	$ 1,000	0%	$ -
Impact Fees	478,047	200,000	200,000	200,000	100%	-
Fund balance appropriation	-	-	-	-	0%	-
Total Revenues	$ 508,928	$ 201,000	$ 201,000	$ 201,000	100%	$ -
Expenditures						
Interest Expense	$ -	$ -	$ -	$ -	0%	$ -
Transfer to Local Building Authority	-	201,000	100,000	100,000	50%	(101,000)
Reserves	-	-	101,000	101,000	50%	101,000
Total Expenditures	$ -	$ 201,000	$ 201,000	$ 201,000	100%	$ -
Surplus(Deficit)	**$ 508,928**	**$ -**	**$ -**	**$ -**		

PARKS IMPACT FEES

ACCOUNT DESCRIPTION	ACTUAL FY 2025	ESTIMATED BUDGET FY 2026	DEPT REQ BUDGET FY 2027	FINAL BUDGET FY 2027	PERCENT OF TOTAL BUDGET	INCREASE (DECREASE) FY2026-FY2027
Revenues						
Interest Earnings	$ 416,862	$ 30,000	$ 30,000	$ 30,000	0%	$ -
Park Impact Fees	2,500,279	2,050,000	2,050,000	2,050,000	24%	-
Utah State Parks Grant	97,850	300,000	-	-	0%	(300,000)
Reappropriate Fund Balance	-	5,848,188	6,489,640	6,489,640	76%	641,452
Total Revenues	$ 3,014,991	$ 8,228,188	$ 8,569,640	$ 8,569,640	100%	$ 341,452
Expenditures						
Interest Expense	$ -	$ -	$ -	$ -	0%	$ -
Family Park	-	300,000	-	-	0%	(300,000)
Mellor Rhodes Park - Design	-	550,000	150,000	150,000	2%	(400,000)
Shadow Ridge	1,809,020	300,000	300,000	300,000	4%	-
Monument Park	-	-	-	-	0%	-
Parks, Trails, & Open Space Master Plan	236,552	150,000	150,000	150,000	2%	-
Upsizing Trails	3,534	105,000	105,000	105,000	1%	-
Mountain Bike Trails	6,275	50,000	50,000	50,000	1%	-
Willow Park Upgrades	100,000	100,000	100,000	100,000	1%	-
Holbrook Farms Park I	3,274,773	2,208,548	-	-	0%	(2,208,548)
Cold Springs Ranch Park	2,693,676	-	-	-	0%	-
Steve Roll Rotary Park	16,456	-	-	-	0%	-
Northridge Park	475,372	503,000	503,000	503,000	6%	-
Fox Canyon Trailhead Park	336,340	356,000	356,000	356,000	4%	-
Lakeview Park	-	2,250,000	3,000,000	3,000,000	35%	750,000
Holbrook Farms Park II	-	1,265,640	1,265,640	1,265,640	15%	-
Inverness - Phase I Trailheads & Trails	-	-	1,500,000	1,500,000	18%	1,500,000
Triangle Park Design & Construction	-	-	950,000	950,000	11%	950,000
Park Design Expense	39,296	90,000	90,000	90,000	1%	-
Park Property Acquistion & Improvements	-	-	50,000	50,000	1%	50,000
Reserves	-	-	-	-	0%	-
Total Expenditures	$ 8,991,294	$ 8,228,188	$ 8,569,640	$ 8,569,640	100%	$ 341,452
Surplus (Deficit)	**$ (5,976,303)**	**$ -**	**$ -**	**$ -**		

POLICE IMPACT FEES

ACCOUNT DESCRIPTION	ACTUAL FY 2025	ESTIMATED BUDGET FY 2026	DEPT REQ BUDGET FY 2027	FINAL BUDGET FY 2027	PERCENT OF TOTAL BUDGET	INCREASE (DECREASE) FY2026-FY2027
Revenues						
Interest Earnings	$ 11,344	$ 500	$ 500	$ 500	0%	$ -
Police Impact Fees	360,059	210,000	210,000	210,000	100%	-
Reappropriate Fund Balance	-	-	-	-	0%	-
Total Revenues	$ 371,403	$ 210,500	$ 210,500	$ 210,500	100%	$ -
Expenditures						
Interest Expense	$ -	$ -	$ -	$ -	0%	$ -
Transfer to Debt Service Fund	210,504	210,500	210,500	210,500	100%	-
Reserves	-	-	-	-	0%	-
Total Expenditures	$ 210,504	$ 210,500	$ 210,500	$ 210,500	100%	$ -
Surplus(Deficit)	**$ 160,899**	**$ -**	**$ -**	**$ -**		

ROAD IMPACT FEES

ACCOUNT DESCRIPTION	ACTUAL FY 2025	ESTIMATED BUDGET FY 2026	DEPT REQ BUDGET FY 2027	FINAL BUDGET FY 2027	PERCENT OF TOTAL BUDGET	INCREASE (DECREASE) FY2026-FY2027
Revenues						
Interest Earnings	$ 42,915	$ -	$ -	$ -	0%	$ -
Road Impact Fees	1,717,881	2,000,000	2,000,000	2,000,000	100%	-
UDOT Contributions	-	20,000	-	-	0%	(20,000)
County Contributions	4,802,128	7,000,000	-	-	0%	(7,000,000)
Reappropriate Fund Balance	-	1,750,000	-	-	0%	(1,750,000)
Total Revenues	$ 6,562,923	$ 10,770,000	$ 2,000,000	$ 2,000,000	100%	$ (8,770,000)
Expenditures						
Interest Expense	$ -	$ -	$ -	$ -	0%	$ -
Signals	-	250,000	250,000	250,000	13%	-
Streets Widening	146,327	125,000	120,000	120,000	6%	(5,000)
600 E North of Dry Creek	202,355	900,000	-	-	0%	(900,000)
Jordan Willows Conn Rd	-	10,000	10,000	10,000	1%	-
Center Street & SR92	119,826	400,000	-	-	0%	(400,000)
Accel/Deccel @ SR92 & 500 West	-	20,000	10,000	10,000	1%	(10,000)
Traverse Blvd Widening	9,588	20,000	10,000	10,000	1%	(10,000)
700 South Cycle Track Project	146,656	-	-	-	0%	-
1200 East Project	13,160	20,000	-	-	0%	(20,000)
2300 West - Main to 2100 North	5,272,562	7,000,000	-	-	0%	(7,000,000)
Thanksgiving Roads	765,267	1,350,000	10,000	10,000	1%	(1,340,000)
Flight Park Road - Fr Rd to Vista	3,633	400,000	400,000	400,000	20%	-
3600 W Widening - North of 1500 N	-	250,000	250,000	250,000	13%	-
Accel/Decel - Redwood/2100N	-	10,000	10,000	10,000	1%	-
1300 South 1400 W to 1700 W	-	-	250,000	250,000	13%	250,000
Inverness 11800 N Highland Blvd	-	-	10,000	10,000	1%	10,000
Road Master Plan & Impact Fee	74,870	15,000	20,000	20,000	1%	5,000
Transfer to State & Federal Grants			235,000	235,000	12%	
Reserves	-	-	415,000	415,000	21%	415,000
Total Expenditures	$ 6,754,242	$ 10,770,000	$ 2,000,000	$ 2,000,000	100%	$ (9,005,000)
Surplus(Deficit)	**$ (191,318)**	**$ -**	**$ -**	**$ -**		

CULINARY WATER SUMMARY

ACCOUNT DESCRIPTION	ACTUAL FY 2025	ESTIMATED BUDGET FY 2026	DEPT REQ BUDGET FY 2027	FINAL BUDGET FY 2027	PERCENT OF TOTAL BUDGET	INCREASE (DECREASE) FY2026-FY2027
Revenues						
Miscellaneous	$ 61,254	$ 100,000	$ 100,000	$ 100,000	0%	$ -
Interest Income	886,513	-	-	-	0%	-
Water service charges	9,041,659	9,198,554	9,591,014	9,591,014	14%	392,460
Water hook up fees	358,579	650,000	650,000	650,000	1%	-
CWP Water Revenues	778,552	6,835,000	39,709,000	39,709,000	59%	32,874,000
Gain/Loss on Sale Fixed Assets	17,659	-	-	-	0%	-
Contributions from developers	2,911,718	-	-	-	0%	-
As Built Drawing Fees	71,100	135,000	135,000	135,000	0%	-
Bond Proceeds	-	11,500,000	11,500,000	11,500,000	17%	-
Reappropriation of fund balance	-	4,281,350	5,765,375	5,677,500	8%	1,396,150
Total Revenues	$ 14,127,033	$ 32,699,904	$ 67,450,389	$ 67,362,514	100%	$ 34,662,610
Total Expenses	$ 10,380,527	$ 32,699,904	$ 67,450,389	$ 67,362,514	100%	$ 34,662,610
Total Surplus/Deficit	**$ 3,746,506**	**$ -**	**$ -**	**$ -**		

CULINARY WATER EXPENSES

ACCOUNT DESCRIPTION	ACTUAL FY 2025	ESTIMATED BUDGET FY 2026	DEPT REQ BUDGET FY 2027	FINAL BUDGET FY 2027	PERCENT OF TOTAL BUDGET	INCREASE (DECREASE) FY2026-FY2027
Personnel FTEs	18	21	25	25		4
Salaries	$ 1,479,796	$ 1,604,219	$ 1,915,200	$ 1,915,200	3%	$ 310,981
Overtime	49,955	70,000	70,000	70,000	0%	-
Employee Benefits	902,745	873,865	1,121,034	1,121,034	2%	247,169
Uniforms	7,350	8,400	8,400	8,400	0%	-
Books, Subscriptions, Memberships	17,351	20,750	20,750	20,750	0%	-
Travel & Training	29,759	33,500	33,500	33,500	0%	-
Office Supplies	5,210	12,768	10,000	10,000	0%	(2,768)
Fleet Fund Charges	266,748	439,593	461,593	311,218	0%	(128,375)
Fuel	39,958	31,000	40,000	40,000	0%	9,000
Buildings & Grounds O&M	163,041	173,250	173,250	173,250	0%	-
Utilities	29,358	42,000	42,000	42,000	0%	-
Supplies & Maintenance	10,667	83,000	80,000	80,000	0%	(3,000)
Water Purchase (Share Rent)	2,324,772	2,802,280	3,308,370	3,308,370	5%	506,090
Risk Mgmt Fund Charges	106,716	114,720	114,720	139,720	0%	25,000
Electricity - Lehi City Power	580,927	600,000	600,000	600,000	1%	-
Professional & Technical	88,961	210,000	200,000	200,000	0%	(10,000)
IT Fund Charges	80,748	97,242	97,242	122,242	0%	25,000
Bond Fees	74	6,500	6,500	6,500	0%	-
Billing Expense	127,130	50,000	130,000	130,000	0%	80,000
Bad Debt Expense	15,044	15,000	15,000	15,000	0%	-
Special Department Supplies	1,420	12,000	12,000	12,000	0%	-
Tools	15,946	35,000	35,000	35,000	0%	-
System Maintenance	487,173	650,000	650,000	650,000	1%	-
Debt Service	327,910	638,817	813,830	813,830	1%	175,013
Allocation to General Fund	300,000	300,000	300,000	312,500	0%	12,500
CWP Water Purchase	-	6,835,000	39,709,000	39,709,000	59%	32,874,000
Sensus Annual Maintenance	-	51,000	68,000	68,000	0%	17,000
Meter Replacement	133,922	250,000	250,000	250,000	0%	-

CULINARY WATER EXPENSES-CONTINUED

ACCOUNT DESCRIPTION	ACTUAL FY 2025	ESTIMATED BUDGET FY 2026	DEPT REQ BUDGET FY 2027	FINAL BUDGET FY 2027	PERCENT OF TOTAL BUDGET	INCREASE (DECREASE) FY2026-FY2027
Water expenses - continued						
Capital	-	-	150,000	150,000	0%	150,000
Spring Line Replace	-	300,000	300,000	300,000	0%	-
Springs Rehabilitation	-	350,000	350,000	350,000	1%	-
Public Works Campus Improvements	-	11,500,000	11,500,000	11,500,000	17%	-
Dry Creek Well Rehabilitation	-	200,000	-	-	0%	(200,000)
SCADA Transition	-	250,000	250,000	250,000	0%	-
600 East Well Relocation	-	540,000	540,000	540,000	1%	-
SR 92 & Morning Vista Booster Stations	-	3,500,000	3,500,000	3,500,000	5%	-
Pilgrims Booster Upgrade	-	-	350,000	350,000	1%	350,000
Willow Park Water/Sewer Extension	-	-	225,000	225,000	0%	225,000
Subdivision Development	-	-	-	-	0%	-
Depreciation & amoritization	2,787,843	-	-	-	0%	-
Reserves	-	-	-	-	0%	-
Total Culinary Water Expenses	**$ 10,380,527**	**$ 32,699,904**	**$ 67,450,389**	**$ 67,362,514**	**100%**	**$ 34,662,610**

CULINARY WATER IMPACT FEES

ACCOUNT DESCRIPTION	ACTUAL FY 2025	ESTIMATED BUDGET FY 2026	DEPT REQ BUDGET FY 2027	FINAL BUDGET FY 2027	PERCENT OF TOTAL BUDGET	INCREASE (DECREASE) FY2026-FY2027
Revenues						
Interest Earnings	$ 354,223	$ 25,000	$ 25,000	$ 25,000	0%	$ -
Water Impact Fees	1,108,893	1,000,000	1,000,000	1,000,000	18%	-
Contributions from Developers	-	2,500,000	2,500,000	2,500,000	45%	-
Reappropriate Fund Balance	-	1,890,000	2,070,000	2,070,000	37%	180,000
Total Revenues	$ 1,463,116	$ 5,415,000	$ 5,595,000	$ 5,595,000	100%	$ 180,000
Expenses						
Pipe Oversizing	$ -	$ 55,000	$ 55,000	$ 55,000	1%	$ -
Interest Expense	-	-	-	-	0%	-
Transfer to State & Federal Funds	-	1,300,000	1,300,000	1,300,000	23%	-
TM (PT) Flight Park Tank & Lines	-	160,000	160,000	160,000	3%	-
SKYE AP Well, BP, Lines	-	500,000	500,000	500,000	9%	-
1200 East Booster Pump Station	-	500,000	500,000	500,000	9%	-
West Side Tank #2	-	2,000,000	2,000,000	2,000,000	36%	-
TI Booster Station & Pipe Oversize	-	900,000	900,000	900,000	16%	-
1300 S WL 1400 W to 1700 W	-	-	180,000	180,000	3%	180,000
Reserves	-	-	-	-	0%	-
Total Expenses	$ -	$ 5,415,000	$ 5,595,000	$ 5,595,000	100%	$ 180,000
Surplus(Deficit)	**$ 1,463,116**	**$ -**	**$ -**	**$ -**		

SEWER SUMMARY

ACCOUNT DESCRIPTION	ACTUAL FY 2025	ESTIMATED BUDGET FY 2026	DEPT REQ BUDGET FY 2027	FINAL BUDGET FY 2027	PERCENT OF TOTAL BUDGET	INCREASE (DECREASE) FY2026-FY2027
Revenues						
Miscellaneous	$ 30,452	$ 25,000	$ 25,000	$ 25,000	0%	$ -
Interest Income	285,064	-	-	-	0%	-
Sewer charges	15,005,517	18,523,250	20,783,087	20,783,087	94%	2,259,837
Contributions capital funding	3,026,545	-	-	-	0%	-
Gain/Loss of Fixed Assets	11,875	-	-	-	0%	-
Reappropriation of Fund Balance	-	802,372	1,278,711	1,387,698	6%	585,326
Total Revenues	$ 18,359,453	$ 19,350,622	$ 22,086,798	$ 22,195,785	100%	$ 2,845,163
Total Expenses	$ 19,670,936	$ 19,350,622	$ 22,086,798	$ 22,195,785	100%	$ 2,845,163
Surplus(Deficit)	**$ (1,311,483)**	**$ -**	**$ -**	**$ -**		

SEWER EXPENSES

ACCOUNT DESCRIPTION	ACTUAL FY 2025	ESTIMATED BUDGET FY 2026	DEPT REQ BUDGET FY 2027	FINAL BUDGET FY 2027	PERCENT OF TOTAL BUDGET	INCREASE (DECREASE) FY2026-FY2027
Personnel FTE's	10	10	10	10		0
Salaries & Wages	$ 614,759	$ 651,711	$ 689,029	$ 689,029	3%	$ 37,318
Overtime	29,854	30,000	30,000	30,000	0%	-
Employee Benefits	344,062	325,572	356,012	356,012	2%	30,440
Uniforms	3,607	7,400	7,400	7,400	0%	-
Books, Subscriptions, Memberships	33,122	15,000	15,000	15,000	0%	-
Travel & Training	8,939	16,200	16,200	16,200	0%	-
Office Supplies	2,576	11,500	11,500	11,500	0%	-
Fleet Fund Charges	184,140	184,139	184,140	235,126	1%	50,987
Fuel	21,658	31,000	31,000	31,000	0%	-
Buildings & Grounds O&M	93,574	113,250	113,250	113,250	1%	-
Utilities	44,900	7,865	7,865	7,865	0%	-
Supplies & Maintenance	51,710	50,000	50,000	50,000	0%	-
Risk Mgmt Fund Charges	80,004	80,000	80,000	113,000	1%	33,000
Electricity - Lehi City Power	84,404	5,000	5,000	5,000	0%	-
Professional & Technical	18,274	50,000	50,000	50,000	0%	-
IT Fund Charges	45,372	61,870	61,870	86,871	0%	25,001
Timpanogos Special Service District	14,594,422	16,283,500	18,745,067	18,745,067	84%	2,461,567
Billing Expense	254,892	35,000	200,000	200,000	1%	165,000
Bad Debt Expense	36,320	30,000	30,000	30,000	0%	-
Department Supplies	534	10,000	10,000	10,000	0%	-
System Maintenance	97,576	98,615	98,615	98,615	0%	-
Interest Expense	-	3,000	3,000	3,000	0%	-
Debt Service	-	-	219,350	219,350	1%	219,350
Allocation to General Fund	150,000	150,000	312,500	312,500	1%	162,500
Amortization Expense	-	-	-	-	0%	-

SEWER EXPENSES-CONTINUED

ACCOUNT DESCRIPTION	ACTUAL FY 2025	ESTIMATED BUDGET FY 2025	DEPT REQ BUDGET FY 2027	FINAL BUDGET FY 2027	PERCENT OF TOTAL BUDGET	INCREASE (DECREASE) FY2026-FY2027
Sewer Expenses - continued						
Depreciation	2,876,238	-	-	-	0%	-
Manhole/Main Line Rehab	-	400,000	400,000	400,000	2%	-
Jordan Willows Lift Station Rehabilitation	-	575,000	-	-	0%	(575,000)
Cold Springs Lift Station Wet Well Equip	-	125,000	-	-	0%	(125,000)
Thanksgiving Point Lift Station Upgrade	-	-	360,000	360,000	2%	360,000
Reserves	-	-	-	-	0%	-
Capital	-	-	-	-	0%	-
Capital Improvements	-	-	-	-	0%	-
Total Sewer Expenses	**$ 19,670,936**	**$ 19,350,622**	**$ 22,086,798**	**$ 22,195,785**	**100%**	**$ 2,845,163**

SEWER IMPACT FEES

ACCOUNT DESCRIPTION	ACTUAL FY 2025	ESTIMATED BUDGET FY 2026	DEPT REQ BUDGET FY 2027	FINAL BUDGET FY 2027	PERCENT OF TOTAL BUDGET	INCREASE (DECREASE) FY2026-FY2027
Revenues						
Interest Earnings	$ 262,615	$ 10,000	$ 10,000	$ 10,000	0%	$ -
Sewer Impact Fees	973,536	400,000	400,000	400,000	7%	-
Contributions From Developers	-	-	-	-	0%	-
Reappropriate Fund Balance	-	6,870,000	5,610,000	5,610,000	93%	(1,260,000)
Total Revenues	$ 1,236,151	$ 7,280,000	$ 6,020,000	$ 6,020,000	100%	$ (1,260,000)
Expenses						
Oversizing Pipe	$ -	$ 90,000	$ 90,000	$ 90,000	1%	$ -
Interest Expense	-	-	-	-	0%	-
Jordan Willow Pump Station Addition	-	40,000	1,400,000	1,400,000	23%	1,360,000
Main Street Pumps & Lines	-	1,400,000	4,500,000	4,500,000	75%	3,100,000
850 E Sewer to 700 S	-	200,000	-	-	0%	(200,000)
2100 N Sewer 1200 W to 1700 W	-	500,000	10,000	10,000	0%	(490,000)
Jordan River Sewer (Main to 1900 S)	-	5,000,000	-	-	0%	(5,000,000)
Frontage Road Sewer @ Triumph	-	50,000	10,000	10,000	0%	(40,000)
300 W Sewer SR92 to 700 S	-	-	10,000	10,000	0%	10,000
Reserves	-	-	-	-	0%	-
Total Expenses	$ -	$ 7,280,000	$ 6,020,000	$ 6,020,000	100%	$ (1,260,000)
Surplus(Deficit)	**$ 1,236,151**	**$ -**	**$ -**	**$ -**		

ELECTRIC SUMMARY

ACCOUNT DESCRIPTION	ACTUAL FY 2025	ESTIMATED BUDGET FY 2026	DEPT REQ BUDGET FY 2027	FINAL BUDGET FY 2027	PERCENT OF TOTAL BUDGET	INCREASE (DECREASE) FY2026-FY2027
Revenues						
Electric sales taxable	$ 48,894,750	$ 50,693,456	$ 52,630,570	$ 53,034,643	84%	$ 2,341,187
Electric sales tax exempt	6,193,611	5,164,088	5,422,292	5,422,292	9%	258,204
Electric hook up fees	408,865	275,000	300,000	300,000	0%	25,000
Miscellaneous	253,823	175,000	200,000	200,000	0%	25,000
Temporary power charges	71,668	75,000	75,000	75,000	0%	-
Damage revenue	198,791	25,000	100,000	100,000	0%	75,000
Interest income	1,317,473	40,000	40,000	40,000	0%	-
Salvage revenue	34,037	25,000	25,000	25,000	0%	-
Contribution capital funding	905,905	-	-	-	0%	-
Late payment penalties	167,671	185,000	185,000	185,000	0%	-
Pole attachment	68,067	60,000	60,000	60,000	0%	-
Subdivision reimbursement	6,575,907	3,500,000	4,000,000	4,000,000	6%	500,000
Fund Balance Appropriation	-	2,800,000	-	-	0%	(2,800,000)
Total Revenues	$ 65,090,569	$ 63,017,544	$ 63,037,863	$ 63,441,935	100%	$ 424,391
Total Expenses	$ 53,645,866	$ 60,217,544	$ 63,037,863	$ 63,441,935	100%	3,224,391
Surplus(Deficit)	**$ 11,444,703**	**$ 2,800,000**	**$ -**	**$ -**		

ELECTRIC EXPENSES

ACCOUNT DESCRIPTION	ACTUAL FY 2025	ESTIMATED BUDGET FY 2026	DEPT REQ BUDGET FY 2027	FINAL BUDGET FY 2027	PERCENT OF TOTAL BUDGET	INCREASE (DECREASE) FY2026-FY2027
Personnel FTE's	41.5	43	43	43		0
Salaries & Wages	$ 3,426,621	$ 4,491,337	$ 4,819,066	$ 4,819,066	8%	$ 327,729
Overtime	179,357	276,847	276,847	276,847	0%	-
Employee Benefits	2,008,611	2,111,254	2,315,584	2,315,584	4%	204,330
Uniforms	28,532	48,215	48,215	48,215	0%	-
Books, Subscriptions, Memberships	604	3,000	3,000	3,000	0%	-
Travel & Training	16,163	103,600	103,600	103,600	0%	-
Office Supplies	19,754	21,000	21,000	21,000	0%	-
Fleet Fund Charges	495,924	495,928	495,928	825,000	1%	329,072
Fuel	57,374	72,000	72,000	72,000	0%	-
Buildings & Grounds O&M	238,407	318,000	318,000	318,000	1%	-
Utilities	4,388	35,000	35,000	35,000	0%	-
Supplies & Maintenance	152	6,500	6,500	6,500	0%	-
Risk Mgmt Fund Charges	300,000	325,000	325,000	375,000	1%	50,000
Electricity - Lehi City Power	167,781	76,000	170,000	170,000	0%	94,000
Professional & Technical	187,115	376,840	373,600	373,600	1%	(3,240)
IT Fund Charges	91,488	141,485	141,485	166,485	0%	25,000
Bond Fees	12,636	2,500	12,000	12,000	0%	9,500
Contract Services Expense	139,830	330,000	330,000	330,000	1%	-
Internal Generation Maintenance	240,712	634,000	484,000	484,000	1%	(150,000)
Safety	17,128	61,150	49,150	49,150	0%	(12,000)
Billing Expense	524,195	340,000	550,000	550,000	1%	210,000
Bad Debt Expense	74,666	65,000	75,000	75,000	0%	10,000
System Maintenance	1,272,410	820,000	820,000	820,000	1%	-
Miscellaneous	29,358	59,800	39,800	39,800	0%	(20,000)
Resale Power Purchase	36,600,881	43,000,000	44,000,000	44,000,000	69%	1,000,000
Line Maintenance	38,472	65,500	65,500	65,500	0%	-
Substation Maintenance	30,497	53,500	53,500	53,500	0%	-
Power Locating	14,721	20,050	20,050	20,050	0%	-

ELECTRIC EXPENSES-CONTINUED

ACCOUNT DESCRIPTION	ACTUAL FY 2025	ESTIMATED BUDGET FY 2026	DEPT REQ BUDGET FY 2027	FINAL BUDGET FY 2027	PERCENT OF TOTAL BUDGET	INCREASE (DECREASE) FY2026-FY2027
Expenses - Continued						
Debt Service	1,417,762	2,791,038	2,791,038	2,791,038	4%	-
Allocation to General Fund	540,996	700,000	1,025,000	1,025,000	2%	325,000
Depreciation	5,225,507	-	-	-	0%	-
Amorization Cost	243,825	-	-	-	0%	-
Reserves	-	-	-	-	0%	-
Improvements to system	-	880,000	920,000	920,000	1%	40,000
Capital outlay	-	450,000	1,085,000	1,085,000	2%	635,000
Street Light Project	-	350,000	350,000	350,000	1%	-
Subdivision Construction	-	300,000	350,000	350,000	1%	50,000
Rocky Mtn Power Line Purchases	-	150,000	150,000	150,000	0%	-
New Equipment	-	13,000	113,000	113,000	0%	100,000
Substation security	-	30,000	30,000	30,000	0%	-
Designated City Projects	-	200,000	200,000	200,000	0%	-
Total Electric Expenses	**$ 53,645,866**	**$ 60,217,544**	**$ 63,037,863**	**$ 63,441,935**	**100%**	**$ 3,224,391**

ELECTRIC IMPACT FEES

ACCOUNT DESCRIPTION	ACTUAL FY 2025	ESTIMATED BUDGET FY 2026	DEPT REQ BUDGET FY 2027	FINAL BUDGET FY 2027	PERCENT OF TOTAL BUDGET	INCREASE (DECREASE) FY2026-FY2027
Revenues						
Interest Earnings	$ 440,868	$ 35,000	$ 35,000	$ 35,000	0%	$ -
Electric Impact Fees	3,249,028	3,000,000	3,000,000	3,000,000	38%	-
Reappropriate Fund Balance	-	4,885,391	4,885,391	4,885,391	62%	-
Total Revenues	$ 3,689,896	$ 7,920,391	$ 7,920,391	$ 7,920,391	100%	$ -
Expenses						
Master Plan & Impact Fee Study	$ 10,500	$ -	$ -	$ -	0%	$ -
3-21 Circuit Reconductor (500W-1100W)	-	90,000	90,000	90,000	1%	-
North Point Getaways	-	942,000	942,000	942,000	12%	-
Cold Springs Substation	-	135,000	135,000	135,000	2%	-
Skye Substation	-	5,603,391	5,603,391	5,603,391	71%	-
New Spring Creek 1012 circuit	-	450,000	450,000	450,000	6%	-
850 E Spring Creek Ranch Rd Re-Build	-	150,000	150,000	150,000	2%	-
Circuit 322 4/0 - 477 Reconductor	-	50,000	50,000	50,000	1%	-
Circuit 612 Recondcutor	-	300,000	300,000	300,000	4%	-
Traverse Mtn Circuit 7-21 Reconductor	-	200,000	200,000	200,000	3%	-
Reserves	-	-	-	-	0%	-
Total Expenses	$ 10,500	$ 7,920,391	$ 7,920,391	$ 7,920,391	100%	$ -
Surplus(Deficit)	**$ 3,679,396**	**$ -**	**$ -**	**$ -**		

GARBAGE SUMMARY

ACCOUNT DESCRIPTION	ACTUAL FY 2025	ESTIMATED BUDGET FY 2026	DEPT REQ BUDGET FY 2027	FINAL BUDGET FY 2027	PERCENT OF TOTAL BUDGET	INCREASE (DECREASE) FY2026-FY2027
Revenues						
Garbage Service Fees	$ 5,185,737	$ 5,457,000	$ 6,011,431	$ 6,011,431	100%	$ 554,431
Dump pass receipts	37,550	-	-	-	0%	-
Appropriate fund balance	-	-	-	-	0%	-
Interest Income	-	500	500	500	0%	-
Total Revenues	**$ 5,223,287**	**$ 5,457,500**	**$ 6,011,931**	**$ 6,011,931**	100%	$ 554,431
Expenses						
Garbage Contract Payment	$ 4,220,670	$ 4,293,063	$ 4,421,855	$ 4,421,855	74%	$ 128,792
Operations Exp/Tons Per Month	1,229,426	1,096,937	1,151,784	1,151,784	19%	54,847
Glass recyling	10,784	12,500	12,500	12,500	0%	-
Billing Expense	18,841	25,000	65,000	65,000	1%	40,000
Bad Debt Expense	7,745	10,000	10,000	10,000	0%	-
City Cleanup Expense	39,689	10,000	10,000	10,000	0%	-
Reserves	-	-	330,792	330,792	6%	330,792
Allocation to General Fund	9,996	10,000	10,000	10,000	0%	-
Total Garbage Expenses	**$ 5,537,151**	**$ 5,457,500**	**$ 6,011,931**	**$ 6,011,931**	100%	$ 554,431
Surplus(Deficit)	**$ (313,863)**	**$ -**	**$ -**	**$ -**		

PRESSURIZED IRRIGATION SUMMARY

ACCOUNT DESCRIPTION	ACTUAL FY 2025	ESTIMATED BUDGET FY 2026	DEPT REQ BUDGET FY 2027	FINAL BUDGET FY 2027	PERCENT OF TOTAL BUDGET	INCREASE (DECREASE) FY2026-FY2027
Revenues						
Miscellaneous	$ 134,229	$ 35,000	$ 35,000	$ 35,000	0%	$ -
Interest Income	326,508	1,500	1,500	1,500	0%	-
Secondary water hook ups	305,774	350,000	350,000	350,000	3%	-
Contributions from developers	4,007,235	-	-	-	0%	-
Pressurized service charges	5,913,016	6,372,470	6,824,915	6,824,915	59%	452,445
Gain/Loss of Fixed Assets	19,950	-	-	-	0%	-
Bond Proceeds	-	4,190,000	1,690,000	1,690,000	15%	(2,500,000)
Transfer from Culinary Water	-	-	-	-	0%	-
Reappropriated fund balance	-	210,000	2,052,745	2,672,756	23%	2,462,756
Total Revenues	$ 10,706,712	$ 11,158,970	$ 10,954,160	$ 11,574,171	100%	$ 415,201
Total Expenses	$ 7,293,995	$ 11,158,970	$ 10,954,160	$ 11,574,171	100%	$ 415,201
Surplus/(Deficit)	**$ 3,412,717**	**$ -**	**$ -**	**$ -**		

PRESSURIZED IRRIGATION EXPENSES

ACCOUNT DESCRIPTION	ACTUAL FY 2025	ESTIMATED BUDGET FY 2026	DEPT REQ BUDGET FY 2027	FINAL BUDGET FY 2027	PERCENT OF TOTAL BUDGET	INCREASE (DECREASE) FY2026-FY2027
Personnel FTE's	5	7	7.5	7.5		0
Salaries & Wages	$ 379,356	$ 454,925	$ 473,345	$ 473,345	4%	$ 18,420
Overtime	25,647	30,000	30,000	30,000	0%	-
Employee Benefits	245,962	280,469	287,240	287,240	2%	6,771
Uniforms	2,262	3,000	3,000	3,000	0%	-
Books, Subscriptions, Memberships	337	500	500	500	0%	-
Travel & Training	3,078	7,000	7,000	7,000	0%	-
Office Supplies	2,027	7,000	7,000	7,000	0%	-
Fleet Fund Charges	52,512	52,512	52,512	75,000	1%	22,488
Fuel	17,301	31,000	31,000	31,000	0%	-
Buildings & Grounds O&M	77,657	86,625	86,625	136,625	1%	50,000
Utilities	16,343	2,000	25,000	25,000	0%	23,000
Risk Mgmt Fund Charges	75,000	79,500	79,500	104,500	1%	25,000
Electricity - Lehi City Power	349,638	400,000	377,000	377,000	3%	(23,000)
Professional & Technical	28,244	40,000	40,000	40,000	0%	-
IT Fund Charges	50,748	59,242	59,242	84,282	1%	25,040
Bond Fees	4,000	3,000	3,000	3,000	0%	-
Billing Expense	11,398	15,000	65,000	65,000	1%	50,000
Bad Debt Expense	9,032	15,000	10,000	10,000	0%	(5,000)
Supplies & Maintenance	4,814	16,000	16,000	16,000	0%	-
PI Meters	-	1,690,000	1,690,000	1,690,000	15%	-
Water Share Assessments	1,454,685	1,650,000	1,650,000	1,650,000	14%	-
System Maintenance	202,898	400,000	400,000	400,000	3%	-
Interest Expense	-	-	-	-	0%	-
Debt Service	433,489	1,141,197	1,141,197	1,638,680	14%	497,483
Fire Hydrant/Mainline Replace	-	400,000	400,000	400,000	3%	-
SCADA Upgrades	-	20,000	20,000	20,000	0%	-
Reserves	-	-	-	-	0%	-

PRESSURIZED IRRIGATION EXPENSES-CONTINUED

ACCOUNT DESCRIPTION	ACTUAL FY 2025	ESTIMATED BUDGET FY 2026	DEPT REQ BUDGET FY 2027	FINAL BUDGET FY 2027	PERCENT OF TOTAL BUDGET	INCREASE (DECREASE) FY2026-FY2027
PI - expenses continued						
Depreciation	3,746,446	-	-	-	0%	-
Irrigation Well Low Hills Zone-Vibbert	-	1,200,000	1,200,000	1,200,000	10%	-
McLachlan Well	-	450,000	100,000	100,000	1%	(350,000)
Brooks Reservoir Expansion & Booster Station	-	2,500,000	2,500,000	2,500,000	22%	-
Subdivision Development	-	-	-	-	0%	-
Capital	-	-	-	-	0%	-
Cost of Issuance	36,141	-	-	-	0%	-
Allocation to General Fund	64,980	125,000	200,000	200,000	2%	75,000.00
Total PI Expenses	**$ 7,293,995**	**$ 11,158,970**	**$ 10,954,160**	**$ 11,574,171**	**100%**	**$ 415,201**

PRESSURIZED IRRIGATION IMPACT FEES

ACCOUNT DESCRIPTION	ACTUAL FY 2025	ESTIMATED BUDGET FY 2026	DEPT REQ BUDGET FY 2027	FINAL BUDGET FY 2027	PERCENT OF TOTAL BUDGET	INCREASE (DECREASE) FY2026-FY2027
Revenues						
Interest Earnings	$ -	$ 25,000	$ 25,000	$ 25,000	3%	$ -
PI Impact Fees	1,117,045	900,000	900,000	900,000	96%	-
Appropriated Fund balance	-	-	-	-	0%	-
Contributions From Developers	584,573	20,000	10,000	10,000	1%	(10,000)
Total Revenues	$ 1,701,618	$ 945,000	$ 935,000	$ 935,000	100%	$ (10,000)
Expenses						
Interest Expense	$ 455,244	$ -	$ -	$ -	0%	$ -
Pipe Oversizing	-	65,000	65,000	65,000	7%	-
Low Hills expansion & piping	-	10,000	10,000	10,000	1%	-
Railroad Well & Piping	-	5,000	5,000	5,000	1%	-
Flight Park Reservoir & Pipeline	-	10,000	-	-	0%	(10,000)
Vialetto Reservoir & Pumps	-	10,000	175,000	175,000	19%	165,000
Brooks Res Expansion & PS	-	10,000	10,000	10,000	1%	-
Cedar Hollow Well	-	200,000	200,000	200,000	21%	-
Skye Reservoir	-	200,000	200,000	200,000	21%	-
1300 S Waterline 1400 W to 1700 W	-	-	230,000	230,000	25%	230,000
Reserves	-	435,000	40,000	40,000	4%	(395,000)
Total Expenses	$ 455,244	$ 945,000	$ 935,000	$ 935,000	100%	$ (10,000)
Surplus(Deficit)	**$ 1,246,374**	**$ -**	**$ -**	**$ -**		

DRAINAGE SUMMARY

ACCOUNT DESCRIPTION	ACTUAL FY 2025	ESTIMATED BUDGET FY 2026	DEPT REQ BUDGET FY 2027	FINAL BUDGET FY 2027	PERCENT OF TOTAL BUDGET	INCREASE (DECREASE) FY2026-FY2027
Revenues						
Interest Income	$ 328,508	$ 4,000	$ 4,000	$ 4,000	0%	$ -
Contributed capital	-	-	-	-	0%	-
Drainage service charges	3,430,122	3,374,050	3,613,608	3,613,608	94%	239,558
Reappropriate Fund Balance	-	403,291	-	229,466	6%	(173,825)
Miscellaneous revenues	-	-	-	-	0%	-
Total Revenues	$ 3,758,629	$ 3,781,341	$ 3,617,608	$ 3,847,074	100%	65,733
Total Expenses	$ 4,017,209	$ 3,781,341	$ 3,617,608	$ 3,847,074	100%	$ 65,733
Surplus(Deficit)	**$ (258,580)**	**$ -**	**$ -**	**$ -**		

DRAINAGE EXPENSES

ACCOUNT DESCRIPTION	ACTUAL FY 2025	ESTIMATED BUDGET FY 2026	DEPT REQ BUDGET FY 2027	FINAL BUDGET FY 2027	PERCENT OF TOTAL BUDGET	INCREASE (DECREASE) FY2026-FY2027
Personnel FTE's	12	12	12	12		0
Salaries & Wages	$ 708,855	$ 794,301	$ 823,456	$ 823,456	21%	$ 29,155
Overtime	28,513	30,000	30,000	30,000	1%	-
Employee Benefits	472,997	485,220	513,879	513,879	13%	28,659
Uniforms	4,470	7,800	7,800	7,800	0%	-
Books, Subscriptions, Memberships	11,337	6,500	6,500	6,500	0%	-
Travel & Training	6,741	25,000	25,000	25,000	1%	-
Office Supplies	96	800	800	800	0%	-
Fleet Fund Charges	144,576	144,581	144,581	332,652	9%	188,071
Fuel	36,378	31,000	40,000	40,000	1%	9,000
Buildings & Grounds	77,561	86,625	86,625	136,625	4%	50,000
Risk Mgmt Fund Charges	45,000	49,500	49,500	74,500	2%	25,000
Electricity - Lehi City Power	-	-	50,000	50,000	1%	50,000
Professional & Technical	56,393	60,000	60,000	60,000	2%	-
IT Fund Charges	45,372	53,871	53,871	78,871	2%	25,000
Bond Fees	1,650	2,750	2,750	2,750	0%	-
Billing Expense	-	7,895	55,000	55,000	1%	47,105
Bad Debt Expense	5,158	7,000	7,000	7,000	0%	-
Supplies	9,370	10,000	15,000	15,000	0%	5,000
System Maintenance	17,778	70,000	70,000	70,000	2%	-
Debt Service	6,413	214,216	219,350	219,350	6%	5,134
Detention Basin Maintenance	20	42,000	64,600	64,600	2%	22,600.00
Reserves	-	-	58,605	-	0%	-
Remedial drainage	-	637,282	643,291	643,291	17%	6,009
Allocation to General Fund	65,520	125,000	200,000	200,000	5%	75,000.00
Capital outlay	-	575,000	75,000	75,000	2%	(500,000)
Depreciation	2,273,012	-	-	-	0%	-
Pipe rehabilitation	-	315,000	315,000	315,000	8%	-
Total Drainage Expenses	**$ 4,017,209**	**$ 3,781,341**	**$ 3,617,608**	**$ 3,847,074**	**100%**	**$ 65,733**

DRAINAGE IMPACT FEES

ACCOUNT DESCRIPTION	ACTUAL FY 2025	ESTIMATED BUDGET FY 2026	DEPT REQ BUDGET FY 2027	FINAL BUDGET FY 2027	PERCENT OF TOTAL BUDGET	INCREASE (DECREASE) FY2026-FY2027
Revenues						
Interest Earnings	$ -	$ 5,000	$ 5,000	$ 5,000	1%	$ -
Drainage Impact Fees	312,036	350,000	350,000	350,000	93%	-
Contributions From Developers/Bonds	-	20,000	20,000	20,000	5%	-
Reappropriation fund balance	-	200,000	-	-	0%	(200,000)
Total Revenues	$ 312,036	$ 575,000	$ 375,000	$ 375,000	100%	$ (200,000)
Expenses						
Interest Expense	$ 857	$ -	$ -	$ -	0%	$ -
Mainline Upsizing	-	55,000	55,000	55,000	15%	-
West Side Drains	-	10,000	10,000	10,000	3%	-
Traverse Mtn Drains	-	10,000	10,000	10,000	3%	-
Dry Creek 600 E Culvert	-	150,000	-	-	0%	(150,000)
SKYE Development Drains	-	350,000	30,000	30,000	8%	(320,000)
Reserves	-	-	270,000	270,000	72%	270,000
Total Expenses	$ 857	$ 575,000	$ 375,000	$ 375,000	100%	$ (200,000)
Surplus(Deficit)	**$ 311,179**	**$ -**	**$ -**	**$ -**		

PAYMENT IN LIEU

ACCOUNT DESCRIPTION	ACTUAL FY 2025	ESTIMATED FY 2026	DEPT REQ BUDGET FY 2027	FINAL BUDGET FY 2027	PERCENT OF TOTAL BUDGET	INCREASE (DECREASE) FY2026-FY2027
Revenues						
Interest Earnings	$ 36,580	$ -	$ -	$ -	0%	$ -
Re-Appropriation of Fund Balance	-	570,000	440,000	440,000	81%	(130,000)
Payment in Lieu of Detention	96,096	100,000	100,000	100,000	19%	-
Total Revenues	$ 132,676	$ 670,000	$ 540,000	540,000	100%	$ (130,000)
Expenses						
Jordan Narrow Detention Basin	$ -	$ 250,000	$ 220,000	$ 220,000	41%	$ (30,000)
Misc Detention Projects	-	20,000	20,000	20,000	4%	-
Lambert Detention Basin	-	400,000	50,000	50,000	9%	(350,000)
Detention Basin - Pipe Oversizing	-	-	250,000	250,000	46%	250,000
Reserves	-	-	-	-	0%	-
Total Expenses	$ -	$ 670,000	$ 540,000	$ 540,000	100%	$ (130,000)
Surplus(Deficit)	**$ 132,676**	**$ -**	**$ -**	**$ -**		

FIBER SUMMARY

ACCOUNT DESCRIPTION	ACTUAL FY 2025	ESTIMATED BUDGET FY 2026	DEPT REQ BUDGET FY 2027	FINAL BUDGET FY 2027	PERCENT OF TOTAL BUDGET	INCREASE (DECREASE) FY2026-FY2027
Revenues						
Fiber Revenue	$ 2,020,994	$ 4,151,166	$ 5,578,007	$ 5,578,007	17%	$ 1,426,841
Interest Earned	1,048,695	-	-	-	0%	-
Bond Proceeds	-	-	-	-	0%	-
Fund Balance Appropriation	-	27,768,575	27,241,197	27,241,197	83%	(527,378)
Total Revenues	$ 3,069,688	$ 31,919,741	$ 32,819,204	$ 32,819,204	100%	$ 899,463
Total Expenses	**$ 3,632,399**	**$ 31,919,741**	**$ 32,819,204**	**$ 32,819,204**	**100%**	**$ 899,463**
Surplus(Deficit)	**$ (562,711)**	**$ -**	**$ -**	**$ -**		

FIBER EXPENSES

ACCOUNT DESCRIPTION	ACTUAL FY 2025	ESTIMATED BUDGET FY 2026	DEPT REQ BUDGET FY 2027	FINAL BUDGET FY 2027	PERCENT OF TOTAL BUDGET	INCREASE (DECREASE) FY2026-FY2027
Personnel FTEs	5	5.5	5.5	5.5		0
Salaries & Wages	$ 420,581	$ 478,169	$ 494,688	$ 494,688	2%	$ 16,519
Overtime	953	15,513	15,513	15,513	0%	-
Benefits	215,228	221,177	245,075	245,075	1%	23,898
Uniforms	1,805	3,650	3,650	3,650	0%	-
Books, Subscriptions, Memberships	1,200	9,380	3,000	3,000	0%	(6,380)
Travel & Training	10,294	19,600	19,600	19,600	0%	-
Office Supplies	766	3,080	3,080	3,080	0%	-
Fleet Fund Charges	22,620	22,619	22,619	22,619	0%	-
Buildings & Grounds O&M	2,004	2,000	2,000	2,000	0%	-
Utilities	8,842	12,856	12,856	12,856	0%	-
Supplies & Maintenance	1,588	2,500	2,500	2,500	0%	-
Professional & Technical	29,056	144,465	150,845	150,845	0%	6,380
IT Fund Charges	6,816	6,820	6,820	6,820	0%	-
Computer Maintenance	-	1,000	1,000	1,000	0%	-
Bond Fees/Admin Fees	5,773	3,000	3,000	3,000	0%	-
Contract Services Expense	500	20,000	254,000	254,000	1%	234,000
Safety	-	500	500	500	0%	-
System Maintenance	182	5,000	100,000	100,000	0%	95,000
Miscellaneous	13,872	34,200	16,000	16,000	0%	(18,200)
Network Operator Expense	766,889	1,551,432	2,098,908	2,098,908	6%	547,476
Fiber Locating	-	10,000	10,000	10,000	0%	-
Reserves	-	-	-	-	0%	-

FIBER EXPENSES-CONTINUED

ACCOUNT DESCRIPTION	ACTUAL FY 2025	ESTIMATED BUDGET FY 2026	DEPT REQ BUDGET FY 2027	FINAL BUDGET FY 2027	PERCENT OF TOTAL BUDGET	INCREASE (DECREASE) FY2026-FY2027
Expenses - Continued						
New Equipment	-	44,230	-	-	0%	(44,230)
Debt Service	1,896,176	3,088,550	3,088,550	3,088,550	9%	-
Fiber System - Engineering	-	-	-	-	0%	-
Fiber System - Backbone	-	-	-	-	0%	-
Fiber System - Drops	-	-	45,000	45,000	0%	45,000
Fiber System - Distribution	-	26,220,000	26,220,000	26,220,000	80%	-
Cost of Issuance	227,253	-	-	-	0%	-
Total Fiber Expenses	**$ 3,632,399**	**$ 31,919,741**	**$ 32,819,204**	**$ 32,819,204**	**100%**	**$ 899,463**

IT FUND SUMMARY

ACCOUNT DESCRIPTION	ACTUAL FY 2025	ESTIMATED BUDGET FY 2026	DEPT REQ BUDGET FY 2027	FINAL BUDGET FY 2027	PERCENT OF TOTAL BUDGET	INCREASE (DECREASE) FY2026-FY2027
Revenues						
Charge to General Fund	$ 1,253,700	$ 1,353,712	$ 1,353,712	$ 1,436,354	65%	$ 82,642
Charge to Recreation Fund	67,608	67,608	67,608	67,608	3%	-
Charge to Water Fund	80,748	97,242	97,242	122,242	6%	25,000
Charge to Sewer Fund	45,372	61,871	61,871	86,871	4%	25,000
Charge to Electric Fund	91,488	141,485	141,485	166,485	8%	25,000
Charge to PI Fund	50,748	59,242	59,242	84,242	4%	25,000
Charge to Drainage Fund	45,372	53,871	53,871	78,871	4%	25,000
Charge to Fleet Fund	3,156	3,155	3,155	3,155	0%	-
Charge to Risk Mgt Fund	4,596	4,600	4,600	4,600	0%	-
Charge to Bldgs & Grounds Fund	7,140	7,140	7,140	7,140	0%	-
Charge to Fiber Fund	6,820	6,820	6,820	6,820	0%	-
Transfer from Capital Projects Fund	-	-	-		0%	-
Miscellaneous Revenue	3,759	-	-	-	0%	-
Reserves	-	148,820	348,306	140,664	6%	(8,156)
Interest Income	10,491	7,500	7,500	7,500	0%	-
Total Revenues	$ 1,670,999	$ 2,013,066	$ 2,212,552	$ 2,212,552	100%	$ 199,486
IT Operations Expenses	$ 1,796,038	$ 2,013,066	$ 2,212,552	$ 2,212,552	100%	$ 199,486
Surplus(Deficit)	**$ (125,039)**	**$ -**	**$ -**	**$ -**		

IT FUND EXPENSES

ACCOUNT DESCRIPTION	ACTUAL FY 2025	ESTIMATED BUDGET FY 2026	DEPT REQ BUDGET FY 2027	FINAL BUDGET FY 2027	PERCENT OF TOTAL BUDGET	INCREASE (DECREASE) FY2026-FY2027
Personnel FTE's	5	6	6	6		0
Salaries & Wages	$ 437,548	$ 466,523	$ 489,909	$ 489,909	22%	$ 23,386
Employee Benefits	277,507	274,232	322,632	322,632	15%	48,400
Books, Subscriptions, Memberships	-	2,000	2,000	2,000	0%	-
Travel & Training	3,739	15,000	15,000	15,000	1%	-
Office Supplies	1,182	1,500	1,500	1,500	0%	-
Fleet Fund Charges	3,000	3,000	3,000	3,000	0%	-
Fuel	330	500	500	500	0%	-
Utilities	-	5,000	5,000	5,000	0%	-
Supplies & Maintenance	315,202	303,483	303,483	303,483	14%	-
Risk Mgmt Fund Charges	18,600	18,603	18,603	18,603	1%	-
Professional & Technical	84,272	75,000	75,000	75,000	3%	-
Software Maintenance	44,667	45,000	45,000	45,000	2%	-
Miscellaneous	44,643	43,049	43,049	43,049	2%	-
Software Licensing	242,936	406,176	497,876	497,876	23%	91,700
O & M - Hardware	144,823	200,000	200,000	200,000	9%	-
Hardware Replacement	-	54,000	-	-	0%	(54,000)
Software Upgrade	126,220	100,000	190,000	190,000	9%	90,000
Reserves	-	-	-	-	0%	-
Depreciation	51,369	-	-	-	0%	-
Total IT Expenses	**$ 1,796,038**	**$ 2,013,066**	**$ 2,212,552**	**$ 2,212,552**	**100%**	**$ 199,486**

FLEET FUND SUMMARY

ACCOUNT DESCRIPTION	ACTUAL FY 2025	ESTIMATED BUDGET FY 2026	DEPT REQ BUDGET FY 2027	FINAL BUDGET FY 2027	PERCENT OF TOTAL BUDGET	INCREASE (DECREASE) FY2026-FY2027
Revenues						
Charge to General Fund	$ 2,405,004	$ 2,488,601	$ 3,001,615	$ 2,674,371	30%	$ 185,770
Charge to Recreation Fund	2,004	2,000	2,000	2,000	0%	-
Charge to Water Fund	266,748	439,593	461,593	311,218	3%	(128,375)
Charge to Sewer Fund	184,140	184,139	184,139	235,126	3%	50,987
Charge to Electric Fund	495,924	495,928	495,928	825,000	9%	329,072
Charge to Drainage Fund	144,576	144,581	144,581	332,652	4%	188,071
Charge to IT Fund	3,000	3,000	3,000	3,000	0%	-
Charge to Risk Mgt Fund	5,000	5,000	5,000	5,000	0%	-
Charge to PI Fund	52,512	52,512	52,512	75,000	1%	22,488
Charge to Bldgs & Grounds Fund	33,864	33,867	33,867	33,867	0%	-
Charge to Class C Roads	119,484	136,959	136,959	136,959	2%	-
Charge to Fiber Fund	-	22,619	22,619	22,619	0%	-
Transfer from Capital Projects	-	1,190,000	750,000	750,000	8%	(440,000)
Fund Balance Appropriation	-	423,902	-	-	0%	(423,902)
Miscellaneous	1,108	-	-	-	0%	-
Capital Lease	-	-	3,600,000	3,600,000	40%	3,600,000
Gain/Loss on Disposal of Fixed Assets	129,177	-	-	-	0%	-
Interest Income	57,088	20,000	20,000	20,000	0%	-
Total Revenues	$ 3,899,629	$ 5,642,701	$ 8,913,813	$ 9,026,812	100%	$ 3,384,111
Total Expenses	$ 3,970,107	$ 5,642,701	$ 26,475,982	$ 9,026,812	100%	$ 3,384,111
Surplus(Deficit)	**$ (70,478)**	**$ -**	**$ (17,562,169)**	**$ -**		

FLEET FUND EXPENSES

ACCOUNT DESCRIPTION	ACTUAL FY 2025	ESTIMATED BUDGET FY 2026	DEPT REQ BUDGET FY 2027	FINAL BUDGET FY 2027	PERCENT OF TOTAL BUDGET	INCREASE (DECREASE) FY2026-FY2027
Personnel FTE's	4.5	5.5	5.5	6.5		1
Salaries & Wages	$ 402,304	$ 427,373	$ 647,511	$ 495,454	5%	$ 68,081
Overtime	25,033	-	-	-	0%	-
Employee Benefits	242,008	231,960	346,233	255,109	3%	23,149
Books, Subscriptions, Memberships	8,274	8,190	8,190	8,190	0%	-
Travel & Training	6,901	13,331	13,331	13,331	0%	-
Office Supplies	1,350	1,260	1,260	1,260	0%	-
Operating Expenses	1,140,960	831,063	997,275	997,275	11%	166,212
Fuel	38,517	10,000	10,000	10,000	0%	-
IT Fund Charges	3,156	3,155	3,155	3,155	0%	-
Utilities	2,802	-	-	-	0%	-
Supplies & Maintenance & Tires	40,389	75,000	75,000	75,000	1%	-
Risk Mgmt Fund Charges	45,000	45,000	45,000	45,000	0%	-
Professional & Technical	221	-	50,000	50,000	1%	50,000
Miscellaneous	4,417	12,911	12,911	12,911	0%	-
Capital	-	158,000	-	-	0%	(158,000)
New Vehicle Purchases	-	1,274,602	3,878,200	848,500	9%	(426,102)
Equipment Replacement	11,000	1,415,000	18,187,915	1,415,000	16%	-
Capital Lease Payments	135,414	1,135,856	2,200,000	1,135,856	13%	-
Capital Lease Purchases	-	-	-	3,600,000	40%	3,600,000
Reserves	-	-	-	60,770	1%	60,770
Depreciation	1,862,362	-	-	-	0%	-
Total Fleet Expenses	**$ 3,970,107**	**$ 5,642,701**	**$ 26,475,982**	**$ 9,026,812**	**100%**	**$ 3,384,111**

RISK MANAGEMENT FUND SUMMARY

ACCOUNT DESCRIPTION	ACTUAL FY 2025	ESTIMATED BUDGET FY 2026	DEPT REQ BUDGET FY 2027	FINAL BUDGET FY 2027	PERCENT OF TOTAL BUDGET	INCREASE (DECREASE) FY2026-FY2027
Revenues						
Charge to General Fund	$ 1,295,996	$ 996,000	$ 996,000	$ 1,021,000	49%	$ 25,000
Charge to Recreation Fund	65,004	65,000	65,000	65,000	3%	-
Charge to Water Fund	106,716	114,720	114,720	139,720	7%	25,000
Charge to Sewer Fund	80,004	88,000	88,000	113,000	5%	25,000
Charge to Electric Fund	300,000	325,000	325,000	375,000	18%	50,000
Charge to PI Fund	75,000	79,500	79,500	104,500	5%	25,000
Charge to Drainage Fund	45,000	49,500	49,500	74,500	4%	25,000
Charge to IT fund	18,600	18,603	18,603	18,603	1%	-
Charge to Fleet Fund	45,000	45,000	45,000	45,000	2%	-
Charge to Bldgs & Grounds Fund	30,000	30,000	30,000	30,000	1%	-
Appropriated Fund Balance	-	-	551,400	86,400	4%	86,400
Miscellaneous revenue	126,793	-	-	-	0%	-
Interest Income	-	4,099	4,099	4,099	0%	-
Total Revenues	$ 2,188,113	$ 1,815,422	$ 2,366,822	$ 2,076,822	100%	$ 261,400
Total Expenses	$ 2,918,745	$ 2,365,422	$ 2,366,822	$ 2,076,822	100%	$ (288,600)
Surplus (Deficit)	**$ (730,632)**	**$ (550,000)**	**$ -**	**$ -**		

RISK MANAGEMENT FUND EXPENSES

ACCOUNT DESCRIPTION	ACTUAL FY 2025	ESTIMATED BUDGET FY 2026	DEPT REQ BUDGET FY 2027	FINAL BUDGET FY 2027	PERCENT OF TOTAL BUDGET	INCREASE (DECREASE) FY2026-FY2027
Personnel FTE's	1	1	1	1		
Salaries & Wages	$ 108,155	$ 112,155	$ 116,648	$ 116,648	6%	$ 4,493
Employee Benefits	64,903	57,263	62,248	62,248	3%	4,985
Books, Subscriptions, Memberships	1,075	2,950	2,950	2,950	0%	-
Travel & Training	4,504	5,000	5,000	5,000	0%	-
Office Supplies	13	500	500	500	0%	-
Fleet Fund Charges	5,000	5,000	5,000	5,000	0%	-
Fuel	1,399	3,500	3,500	3,500	0%	-
Damage Repairs	562,153	45,000	45,000	45,000	2%	-
Utilities	-	500	500	500	0%	-
Safety	2,517	20,000	20,000	20,000	1%	-
IT Fund Charges	4,596	4,600	4,600	4,600	0%	-
Electricity - Lehi City Power	-	500	500	500	0%	-
Professional & Technical	33,852	15,500	15,500	15,500	1%	-
Litigation Claims Mgmt	750,067	590,000	590,000	300,000	14%	(290,000)
Insurance Expense	1,364,279	1,477,875	1,477,875	1,477,875	71%	-
Miscellaneous	16,232	17,000	17,000	17,000	1%	-
Reserves	-	8,079	-	-	0%	(8,079)
Total Risk Mgmt Expenses	**$ 2,918,745**	**$ 2,365,422**	**$ 2,366,822**	**$ 2,076,822**	**100%**	**$ (288,600)**

BUILDING/GROUNDS SUMMARY

ACCOUNT DESCRIPTION	ACTUAL FY 2025	ESTIMATED BUDGET FY 2026	DEPT REQ BUDGET FY 2027	FINAL BUDGET FY 2027	PERCENT OF TOTAL BUDGET	INCREASE (DECREASE) FY2026-FY2027
Revenues						
Charge to General Fund	$ 1,372,116	$ 1,878,122	$ 1,878,122	$ 1,878,122	53%	$ -
Charge to Recreation Fund	150,000	150,000	150,000	200,000	6%	50,000
Charge to Water Fund	150,000	173,250	173,250	173,250	5%	-
Charge to Sewer Fund	90,000	113,250	113,250	113,250	3%	-
Charge to Electric Fund	225,000	318,000	318,000	318,000	9%	-
Charge to PI Fund	75,000	86,625	86,625	136,625	4%	50,000
Charge to Drainage Fund	75,000	86,625	86,625	136,625	4%	50,000
Charge to Fiber Fund	2,004	2,000	2,000	2,000	0%	-
Transfer from Capital Projects	-	-	515,025	515,025	14%	515,025
Interest Income	10,054	-	233,131	83,131	2%	83,131
Grants	-	-	-	-	0%	-
Reserves	-	260,915	-	-	0%	(260,915)
Total Revenues	$ 2,149,174	$ 3,068,787	$ 3,556,028	$ 3,556,028	100%	$ 487,241
Total Expenses	$ 2,360,208	$ 3,068,787	$ 3,556,028	$ 3,556,028	100%	$ 487,241
Surplus (Deficit)	**$ (211,034)**	**$ -**	**$ -**	**$ -**		

BUILDING/GROUNDS FUND EXPENSES

ACCOUNT DESCRIPTION	ACTUAL FY 2025	ESTIMATED BUDGET FY 2026	DEPT REQ BUDGET FY 2027	FINAL BUDGET FY 2027	PERCENT OF TOTAL BUDGET	INCREASE (DECREASE) FY2026-FY2027
Personnel FTE's	20	22.5	22.5	22.5		0
Salaries & Wages	$ 1,140,881	$ 1,459,949	$ 1,552,797	$ 1,552,797	44%	$ 92,848
Overtime	32,474	20,000	20,000	20,000	1%	-
Employee Benefits	537,844	576,978	592,360	592,360	17%	15,382
Uniforms	5,268	6,600	6,600	6,600	0%	-
Books, Subscriptions, Memberships	13	500	500	500	0%	-
Travel & Training	4,500	4,500	4,500	4,500	0%	-
Office Supplies	2,168	3,000	3,000	3,000	0%	-
Fleet Fund Charges	33,864	33,867	33,867	33,867	1%	-
Repairs	168,582	355,000	355,000	355,000	10%	-
Utilities	7,038	4,000	4,000	4,000	0%	-
Supplies	218,501	224,000	259,000	259,000	7%	35,000
IT Fund Charges	7,140	7,140	7,140	7,140	0%	-
Risk Mgmt Fund Charges	30,000	30,000	30,000	30,000	1%	-
Equipment Maintenance	74,696	107,900	128,886	128,886	4%	20,986
Bldg Beautification Expenses	27,148	21,500	21,500	21,500	1%	-
Miscellaneous	9,261	21,853	21,853	21,853	1%	-
Capital Outlay	-	192,000	515,025	515,025	14%	323,025
Depreciation	-	-	-	-	0%	-
Reserves	60,830	-	-	-	0%	-
Total Buildings/Grounds Expenses	**$ 2,360,208**	**$ 3,068,787**	**$ 3,556,028**	**$ 3,556,028**	**100%**	**$ 487,241**

2027 LEHI CITY BUDGET REQUESTS

DEPARTMENT	PRIORITY	DESCRIPTION	REQUEST ONGOING	REQUEST ONE TIME	FUNDED ONGOING	FUNDED ONE TIME	UNFUNDED	TAX INCREASE FUNDED
GOVERNMENTAL FUNDS								
HUMAN RESOURCES	1	ISOLVED TALENT SOFTWARE LICENSE INCREASE	4,761		4,761			
HUMAN RESOURCES	2	RAP BACK CHECKS FOR CURRENT EMPLOYEES INCREASE	3,000		3,000			
HUMAN RESOURCES	3	HEALTH INSURANCE RESERVE FUND		600,000		600,000		
HUMAN RESOURCES	4	HR GENERALIST/TRAINING SPECIALIST	126,614				126,614	
JUSTICE COURT	1	NEW FULL TIME EMPLOYEE	92,537					92,537
JUSTICE COURT	1	NEW FULL TIME EMPLOYEE	92,537				92,537	
CITY RECORDER	1	GRANICUS SOFTWARE UPDATE - MEETING CLOSED CAPTIONING	9,393	8,236	9,393	8,236		
CITY RECORDER	2	2ND DEPUTY CITY RECORDER	72,484				72,484	
CITY RECORDER	3	SWAGIT SUITE - FULL MEETING PRODUCTION	40,044	53,196			93,240	
ADMINISTRATION		LEGISLATIVE TRACKING SOFTWARE		7,500		7,500		
ADMIN/SPECIAL EVENTS		REFRIGERATOR & FREEZER		10,244		10,244		
ADMIN/SPECIAL EVENTS		NATIONAL NIGHT OUT LINE ITEM INCREASE	1,500		1,500			
FINANCE	2	MANAGEMENT ANALYST	104,794				104,794	
EMERGENCY MANAGEMENT	1	NEW TRUCK REQUEST	22,819				22,819	
INFORMATION CENTER	1	BUSINESS LICENSE OFFICIAL	101,021				101,021	
INFORMATION CENTER	2	BUSINESS LICENSE STUDY		20,000		20,000		
POLICE		AXON DRAFT ONE	84,334		84,334			
POLICE	1	NEW PATROL OFFICER	167,515	9,575	167,515	9,575		
POLICE	2	NEW PATROL OFFICER	167,515	9,575	167,515	9,575		
POLICE	3	NEW PATROL OFFICER	167,515	9,575				177,090
POLICE	4	NEW PATROL OFFICER	167,515	9,575				177,090
POLICE	5	NEW PATROL OFFICER	167,515	9,575			177,090	
POLICE	6	NEW PATROL OFFICER	167,515	9,575			177,090	
POLICE	7	NEW PATROL OFFICER	167,515	9,575			177,090	
POLICE	8	NEW PATROL OFFICER	167,515	9,575			177,090	
POLICE	9	NEW SRO	165,265	9,575				174,840
POLICE	10	FULL TIME RECORDS CLERK	89,328					89,328
POLICE	11	SHIFT DIFFERENTIAL PAY	111,867					111,867
POLICE	12	UNIFORM ALLOWANCE LINE ITEM INCREASE	32,400		32,400			
FIRE		FIRE WAGE INCREASES	640,000				250,000	390,000
FIRE	1	ASSISTANT FIRE CHIEF	223,128	8,300				231,428
FIRE	2	TRAVEL & TRAINING LINE ITEM INCREASE	10,000		10,000			
FIRE	2	OVERTIME LINE ITEM INCREASE	25,000		25,000			
FIRE	2	UNIFORM ALLOWANCE LINE ITEM INCREASE	25,000		25,000			
FIRE	2	PROFESSIONAL & TECHNICAL LINE ITEM INCREASE	21,000		21,000			
FIRE	2	MISCELLANEOUS LINE ITEM INCREASE	7,500		7,500			
FIRE	3	HEAVY RESCUE APPARUTUS	131,232	115,000	131,232	115,000		
FIRE	4	TW0 SURRON ELECTRIC MOUNTAIN BIKES		20,000		20,000		
FIRE	5	FIRE INSPECTOR	121,294	8,300			129,594	
PLANNING	1	BIKE/PED- PLANNER I	106,494				106,494	
PLANNING/ENVIRO SUSTAIN	2	LEHI CITY BEAUTIFICATION	78,128	78,128			78,128	
INSPECTIONS	1	COMMERCIAL PLANS EXAMINER	135,909				135,909	
STREETS	1	NEW FULL TIME STREETS WORKER	97,221		97,221			
STREETS	3	OPTION 1 - BED & SANDER REPLACEMENT	13,443				13,443	
STREETS	3	OPTION 2 - 10 WHEELER & PLOW REPLACEMENT	57,095		57,095			
STREETS	4	NEW TRUCK FORD F-250	11,142				11,142	
STREETS	5	EQUIPMENT MAINTENANCE LINE ITEM INCREASE	5,000		5,000			
STREETS	5	DEPARTMENT SUPPLIES LINE ITEM INCREASE	5,000		5,000			
STREETS	5	UNIFORM ALLOWANCE LINE ITEM INCREASE	1,000		1,000			

2027 LEHI CITY BUDGET REQUESTS

DEPARTMENT	PRIORITY	DESCRIPTION	REQUEST ONGOING	REQUEST ONE TIME	FUNDED ONGOING	FUNDED ONE TIME	UNFUNDED	TAX INCREASE FUNDED
STREETS	6	OVERTIME LINE ITEM INCREASE	10,000		10,000			
STREETS	7	SIGN TRUCK REPLACEMENT	23,205				23,205	
STREETS	8	CRACK SEAL MACHINE REPLACEMENT	15,170		15,170			
PARKS	1	RENEWAL - IRRIGATION WEATHERTRAK CONTROLLER SUBSCRIPTION	36,000		36,000			
PARKS	2	OPEN SPACES FULL TIME EMPLOYEE	98,812		98,812			
PARKS	3	LEISURE PARK CREW FULL TIME EMPLOYEE	98,812					98,812
PARKS	4	IRRIGATION CREW FULL TIME EMPLOYEE	87,670					87,670
PARKS	5	MAVERICK FILTERS		16,900		16,900		
PARKS	6	FULL TIME ARBORIST TECHNICIAN	98,812					98,812
PARKS	7	LOADER	34,403				34,403	
PARKS	8	SKID STEER	14,677		14,677			
PARKS	8.5	STUMP GRINDER ATTACHMENT		15,000		15,000		
PARKS	9	2026 POLARIS RANGER UTV	10,248				10,248	
PARKS	10	STAND ON BLOWER		14,000		14,000		
PARKS	11	PAVED TRAIL & PARKING LOT MAINTENANCE LINE ITEM INCREASE	15,000		15,000			
PARKS	12	MISCELLANEOUS LINE ITEM INCREASE	15,000		15,000			
PARKS	13	PARK MAINTENANCE LINE ITEM INCREASE	20,000		20,000			
PARKS	14	DUMP TRAILER		70,000			70,000	
PARKS	16	HAUL-IT WORKHORSE TRAILER		32,000			32,000	
PARKS	17	TRACTOR WITH BROOM MOWER		90,000			90,000	
PARKS/CAPITAL	7	JORDAN WILLOWS AREA ACTION PLAN		3,600		3,600		
LIBRARY	1	ADDITIONAL EMPLOYEE WAGE INCREASE	75,586				75,586	
LIBRARY	2	BOOK BUDGET LINE ITEM INCREASE	80,000		10,000	40,000	30,000	
LIBRARY	3	LIBRARY PROGRAMS & OUTREACH	18,000				18,000	
LIBRARY	4	SUBSCRIPTION LINE ITEM INCREASE	10,000		10,000			
LIBRARY	5	OUTREACH VEHICLE	8,410				8,410	
LITERACY CENTER	1	ADDITIONAL FUNDING SATELLITE LOCATION	100,000		100,000			
CEMETERY	1	ASPHALT MAINTENANCE & PRESERVATION		60,000		60,000		
CEMETERY	2	FLAGPOLE & MEMORIAL UPGRADE		51,600		51,600		
RECREATION/LEGACY CENTER		LEGACY CENTER LINE ITEM INCREASES	11,745		11,745			
RECREATION/LEGACY CENTER		OVERTIME LINE ITEM INCREASE	2,500		2,500			
RECREATION/LEGACY CENTER		BOOKS, SUBSCRIPTIONS & MEMBERSHIPS LINE ITEM INCREASE	1,000		1,000			
RECREATION/LEGACY CENTER		PROFESSIONAL & TECHNICAL LINE ITEM INCREASE	20,000		20,000			
RECREATION/LEGACY CENTER		BIRTHDAY PARTY LINE ITEM INCREASE	4,500		4,500			
RECREATION/LEGACY CENTER		SWIMMING PROGRAM LINE ITEM INCREASE	6,486		6,486			
RECREATION/LEGACY CENTER	1	LC FINANCIAL OPERATIONS ASSESSMENT & RENOVATION FEASIBILITY		100,000		100,000		
RECREATION/LEGACY CENTER	2	LEGACY CENTER BOILER (1 OF 2)		30,000		30,000		
RECREATION/LEGACY CENTER	3	FENCING AROUND OUTSIDE POOL DECK		35,000		35,000		
RECREATION/LEGACY CENTER	4	RETRACTABLE ROOF REPLACEMENT ENGINEERING PLANS FOR POOL		15,000			15,000	
RECREATION/LEGACY CENTER	5	GYM CURTAIN REPLACEMENT (3)		55,000			55,000	
RECREATION/LEGACY CENTER	6	STRUCTURAL BEAM REPAIR SOLUTION - LEISURE POOL		19,000		19,000		
RECREATION/LEGACY CENTER	7	FULL TIME RECREATION COORDINATOR	95,704				95,704	
RECREATION/OUTDOOR POOL		OUTDOOR POOL OPERATION & MAINTENANCE LINE ITEM INCREASE	3,990		3,990			
RECREATION/OUTDOOR POOL	1	OUTDOOR POOL LIGHTS		15,000			15,000	
IT		PRIVILEGED ACCOUNT MANAGEMENT SOFTWARE	50,000		50,000			
IT		DISASTER RECOVERY PROJECT	37,200		37,200			
IT		TRAINING & SOFTWARE LICENSING - UTILITY SPECIALIST	4,500		4,500			
IT		INCREASE STORAGE CAPACITY		90,000		90,000		

2027 LEHI CITY BUDGET REQUESTS

DEPARTMENT	PRIORITY	DESCRIPTION	REQUEST ONGOING	REQUEST ONE TIME	FUNDED ONGOING	FUNDED ONE TIME	UNFUNDED	TAX INCREASE FUNDED
FLEET		OPERATING LINE ITEM INCREASE	166,212		166,212			
FLEET		ADDITIONAL FULL TIME MECHANIC	110,395				110,395	
FLEET		ADDITIONAL FULL TIME MECHANIC	110,395				110,395	
FLEET		MECHANIC PART TIME WORKERS (2)	44,782		22,391		22,391	
FLEET		ADDITIONAL PART TIME OFFICE ASSISTANT	27,275		27,275			
FLEET		BUILDING DESIGN		50,000		50,000		
FLEET		VEHICLE REPLACEMENTS		18,187,915		5,000,000	13,187,915	
FLEET/EMERGENCY MGMT		NEW TRUCK		97,000			97,000	
FLEET/POLICE		NEW PATROL VEHICLE		78,000		78,000		
FLEET/POLICE		NEW PATROL VEHICLE		78,000		78,000		
FLEET/POLICE		NEW PATROL VEHICLE		78,000		78,000		
FLEET/POLICE		NEW PATROL VEHICLE		78,000		78,000		
FLEET/POLICE		NEW PATROL VEHICLE		78,000			78,000	
FLEET/POLICE		NEW PATROL VEHICLE		78,000			78,000	
FLEET/POLICE		NEW PATROL VEHICLE		78,000			78,000	
FLEET/POLICE		NEW PATROL VEHICLE		78,000			78,000	
FLEET/POLICE		NEW SRO VEHICLE		65,000		65,000		
FLEET/FIRE		ASSISTANT CHIEF VEHCILE		57,000		57,000		
FLEET/FIRE		HEAVY RESCUE VEHICLE		1,500,000			1,500,000	
FLEET/FIRE		FIRE INSPECTOR VEHICLE		57,000			57,000	
FLEET/PARKS		OPEN SPACES FULL TIME EMPLOYEE		57,100		57,100		
FLEET/PARKS		LEISURE PARK CREW FULL TIME EMPLOYEE		57,100		57,100		
FLEET/PARKS		FULL TIME ARBORIST TECHNICIAN		57,100		57,100		
FLEET/PARKS		LOADER		235,000			235,000	
FLEET/PARKS		SKID STEER		75,000		75,000		
FLEET/PARKS		2026 POLARIS RANGER UTV		33,000			33,000	
FLEET/STREETS		OPTION 1 - BED & SANDER REPLACEMENT		65,000			65,000	
FLEET/STREETS		OPTION 2 - 10 WHEELER & PLOW REPLACEMENT		375,000		375,000		
FLEET/STREETS		CRACK SEAL MACHINE REPLACEMENT		79,000		79,000		
FLEET/STREETS		NEW TRUCK FORD F-250		55,000			55,000	
FLEET/STREETS		SIGN TRUCK REPLACEMENT		175,000			175,000	
FLEET/LIBRARY		OUTREACH VEHICLE		46,700			46,700	
FLEET/WATER		MAINTENANCE CREW TRUCK		89,200		89,200		
BUILDINGS/GROUNDS	1	GENERATOR MAINTENANCE	20,986		20,986			
BUILDINGS/GROUNDS	2	SUPPLIES & MAINTENANCE LINE ITEM INCREASE	35,000		35,000			
BUILDINGS/GROUNDS	3	VETS PARK - SPORTS TOWER/CONCESSION BUILDING ROOF REPLACEMENT		15,000		15,000		
BUILDINGS/GROUNDS	4	LEGACY CENTER WATER HEATER		20,000		20,000		
BUILDINGS/GROUNDS	5	NEW FLOOR MACHINE - POWER DEPT		12,000		12,000		
BUILDINGS/GROUNDS/CAPITAL	1	LEHI CIVIC CENTER CAMPUS BUILDING LIGHTS		154,327		154,327		
BUILDINGS/GROUNDS/CAPITAL	2	TRANSFER SWITCH		13,698		13,698		
BUILDINGS/GROUNDS/PLANNING		ADDITIONAL FUNDS TO REMODEL EXISTING CITY HALL		200,000		200,000		
TOTAL GOVERNMENTAL FUNDS			**5,831,879**	**24,179,319**	**1,613,910**	**7,963,755**	**18,625,931**	**1,729,474**

2027 LEHI CITY BUDGET REQUESTS

DEPARTMENT	PRIORITY	DESCRIPTION	REQUEST ONGOING	REQUEST ONE TIME	FUNDED ONGOING	FUNDED ONE TIME	UNFUNDED	TAX INCREASE FUNDED
CAPITAL PROJECTS/IMPACT FEES								
CLASS C ROADS/STREETS	1	SIGNAL LIGHT & DEVELOPMENT LINE ITEM INCREASE	120,000		120,000			
CLASS C ROADS/STREETS	2	ROAD MAINTENANCE LINE ITEM INCREASE	300,000		300,000			
CLASS C ROADS/STREETS	3	ADA SIDEWALKS/SIDEWALK REPLACEMENT LINE ITEM INCREASE	75,000		75,000			
CLASS C ROADS/STREETS	4	EQUIPMENT RENTAL LINE ITEM INCREASE	25,000		25,000			
PARC TAX/PARKS CAPITAL	1	2027 PLAYGROUND REPLACEMENTS		315,000		315,000		
PARC TAX/PARKS CAPITAL	2	FAMILY PARK - SAFETY SURFACING RE-SEAL		128,463		128,463		
PARC TAX/PARKS CAPITAL	3	SPORTS PARK - PROTECTIVE ROOF/SHADE OVER PLAYGROUND		80,000		80,000		
PARC TAX/PARKS CAPITAL	4	HOLBROOK PICKLEBALL LIGHTING		115,000		115,000		
PARC TAX/PARKS CAPITAL	5	MAIN STREET CHRISTMAS GARLAND UPGRADES		32,000		32,000		
PARC TAX/PARKS CAPITAL	6	BANDWAGON PARK - BATHROOM/STAGE/IRRIGATION DESIGN		20,000		20,000		
PARC TAX/PARKS CAPITAL	8	CAMPSITE RENOVATIONS AT WILLOW PARK		420,000		420,000		
CAPTIAL PROJECTS/STREETS	2	NUISANCE TREES		250,000		250,000		
GRANT/ROAD PROJECTS		REDWOOD ROAD DRAIN		250,000		250,000		
GRANT/ROAD PROJECTS		PONY EXPRESS PARKWAY - UTAH LAKE TRAIL		200,000		200,000		
PARK IMPACT FEES	1	INVERNESS - PHASE 1 TRAILHEADS & TRAILS		1,500,000		1,500,000		
PARK IMPACT FEES	2	LAKEVIEW PARK CONSTRUCTION INCREASE		750,000		750,000		
PARK IMPACT FEES	3	MELLOR RHODES SPORTS COMPLEX - REDESIGN		150,000		150,000		
PARK IMPACT FEES	4	PARK PROPERTY ACQUISTION & IMPROVEMENTS	50,000		50,000			
PARK IMPACT FEES	5	TRIANGLE PARK DESIGN & CONSTRUCTION		950,000		950,000		
ROAD IMPACT FEES		1300 SOUTH 1400 W TO 1700 W		250,000		250,000		
TOTAL CAPITAL PROJECTS/IMPACT FEES			**570,000**	**5,410,463**	**570,000**	**5,410,463**		

2027 LEHI CITY BUDGET REQUESTS

DEPARTMENT	PRIORITY	DESCRIPTION	REQUEST ONGOING	REQUEST ONE TIME	FUNDED ONGOING	FUNDED ONE TIME	UNFUNDED	TAX INCREASE FUNDED
ENTERPRISE FUNDS								
WATER		WATER SHARE RENTAL LINE ITEM INCREASE	506,090		506,090			
WATER	1	ADDITIONAL MAINTENANCE CREW - 4 FULL TIME	408,000		408,000			
WATER	2	MAINTENANCE CREW TRUCK	22,000		22,000			
WATER	3	SATILLITE LEAK DETECTION SYSTEM		150,000		150,000		
WATER	4	PILGRIMS BOOSTER UPGRADES		350,000		350,000		
WATER	5	WILLOW PARK WATER/SEWER EXTENSION		225,000		225,000		
WATER IMPACT FEES		1300 S WATERLINE 1400 W TO 1700 W		230,000		230,000		
SEWER	1	THANKSGIVING POINT LIFT STATION UPGRADE		360,000		360,000		
POWER	1	3 REEL TRAILER - SMALL		32,000		32,000		
POWER	2	3 REEL TRAILER - LARGE		81,000		81,000		
POWER	3	AG2 WEATHER FORECASTING PLATFORM	16,000		16,000			
POWER	4	513 CIRCUIT GET-AWAY RECONDUCTOR		50,000		50,000		
POWER	5	5-22 RECONDUCTOR BULL RIVER SUB & WEST FRONTAGE I-15		200,000		200,000		
POWER	6	5-23 750mcm TO 1100mcm		225,000		225,000		
POWER	7	WILLOW PARK TO MAIN STREET TIE		140,000		140,000		
POWER	8	1500 N JORDAN RIVER CROSSING		400,000		400,000		
PI/FINANCE/PI METERS	1	PART TIME UTILITY BILLING TECHNICIAN	21,271		21,271			
DRAINAGE	1	SUPPLIES & MAINTENANCE LINE ITEM INCREASE	5,000		5,000			
PARKS/DRAINAGE	15	IRRIGATION CONTROLLERS (20)		22,600		22,600		
DRAINAGE/DETENTION	1	MELLOR RHODES PARK DETENTION		250,000		250,000		
FIBER	1	CONTRACT SERVICES LINE ITEM INCREASE	205,000		205,000			
FIBER	2	SYSTEM MAINTENANCE LINE ITEM INCREASE	95,000		95,000			
FIBER	3	STRATA NETWORK OPERATOR EXPENSE LINE ITEM INCREASE	534,476		534,476			
FIBER	4	PUBLIC WIFI		74,000		74,000		
FIBER	4	PUBLIC WIFI	13,000		13000			
TOTAL ENTERPRISE FUNDS			**1,825,837**	**2,789,600**	**1,825,837**	**2,789,600**		

LEHI CITY CORPORATION

MAYOR'S RDA TENTATIVE BUDGET FY 2027



RDA MILL POND

ACCOUNT DESCRIPTION	ACTUAL FY 2025	ESTIMATED BUDGET FY 2026	DEPT REQ BUDGET FY 2027	FINAL BUDGET FY 2027	PERCENT OF TOTAL BUDGET	INCREASE (DECREASE) FY2026-FY2027
Revenues						
Property taxes	$ -	$ -	$ -	$ -	0%	-
Miscellaneous Revenue	-	-	-	-	0%	-
Reappropriation of Fund Balance	-	2,302,500	1,380,000	1,380,000	99%	(922,500)
Interest Income	106,784	7,500	7,500	7,500	1%	-
Total Revenues	$ 106,784	$ 2,310,000	$ 1,387,500	$ 1,387,500	100%	(922,500)
Expenses						
Millpond RDA engineering	$ -	$ -	$ -	$ -	0%	-
Millpond RDA streets	-	-	-	-	0%	-
Millpond RDA water	13,365	400,000	-	-	0%	(400,000)
Millpond Properties	-	800,000	1,000,000	1,000,000	72%	200,000
Millpond Property Cleanup	906,361	1,110,000	387,500	387,500	28%	(722,500)
Reserves	-	-	-	-	0%	-
Total Expenses	$ 919,726	$ 2,310,000	$ 1,387,500	$ 1,387,500	100%	(922,500)
Surplus(Deficit)	**$ (812,942)**	**$ -**	**$ -**	**$ -**		

TI RDA

ACCOUNT DESCRIPTION	ACTUAL FY 2025	ESTIMATED BUDGET FY 2026	DEPT REQ BUDGET FY 2027	FINAL BUDGET FY 2027	PERCENT OF TOTAL BUDGET	INCREASE (DECREASE) FY2026-FY2027
Revenues						
Property Taxes	$ 6,912,605	$ 9,000,000	$ 9,000,000	$ 9,000,000	100%	$ -
Total Revenues	$ 6,912,605	$ 9,000,000	$ 9,000,000	$ 9,000,000	100%	$ -
Expenses						
Texas Instruments	$ 4,838,823	$ 6,300,000	$ 6,300,000	$ 6,300,000	70%	$ -
Lehi City	912,257	1,193,400	1,193,400	1,193,400	13%	-
Alpine School District	916,611	1,193,400	1,193,400	1,193,400	13%	-
Utah County	159,618	207,900	207,900	207,900	2%	-
TSSD	80,877	105,300	105,300	105,300	1%	-
Total Expenses	$ 6,908,187	$ 9,000,000	$ 9,000,000	$ 9,000,000	100%	$ -
Surplus(Deficit)	**$ 4,417**	**$ -**	**$ -**	**$ -**		

CDA XACTWARE

ACCOUNT DESCRIPTION	ACTUAL FY 2025	ESTIMATED BUDGET FY 2026	DEPT REQ BUDGET FY 2027	FINAL BUDGET FY 2027	PERCENT OF TOTAL BUDGET	INCREASE (DECREASE) FY2026-FY2027
Revenues						
Property taxes	$ 395,872	$ 375,000	$ 375,000	$ 375,000	100%	$ -
Note proceeds	-	-	-	-	0%	-
Total Revenues	$ 395,872	$ 375,000	$ 375,000	$ 375,000	100%	$ -
Expenses						
EDA costs	$ -	$ -	$ -	$ -	0%	$ -
Taxing entities	383,996	363,750	363,750	363,750	97%	-
Administration	11,876	11,250	11,250	11,250	3%	-
Redevelopment expenditures	-	-	-	-	0%	-
Total Expenses	$ 395,872	$ 375,000	$ 375,000	$ 375,000	100%	$ -
Surplus(Deficit)	**$ -**	**$ -**	**$ -**	**$ -**		

EDA ADOBE

ACCOUNT DESCRIPTION	ACTUAL FY 2025	ESTIMATED BUDGET FY 2026	DEPT REQ BUDGET FY 2027	FINAL BUDGET FY 2027	PERCENT OF TOTAL BUDGET	INCREASE (DECREASE) FY2026-FY2027
Revenues						
Property taxes	$ 1,262,857	$ 1,300,000	$ 1,300,000	$ 1,300,000	100%	$ -
Total Revenues	$ 1,262,857	$ 1,300,000	$ 1,300,000	$ 1,300,000	100%	$ -
Expenses						
EDA costs	$ -	$ -	$ -	$ -	0%	$ -
Taxing entities	1,178,625	1,235,000	1,235,000	1,235,000	95%	-
Administration	84,232	65,000	65,000	65,000	5%	-
Redevelopment expenditures	-	-	-	-	0%	-
Total Expenses	$ 1,262,857	$ 1,300,000	$ 1,300,000	$ 1,300,000	100%	$ -
Surplus(Deficit)	**$ -**	**$ -**	**$ -**	**$ -**		

CDA OUTLETS AT TRAVERSE MOUNTAIN

ACCOUNT DESCRIPTION	ACTUAL FY 2025	ESTIMATED BUDGET FY 2026	DEPT REQ BUDGET FY 2027	FINAL BUDGET FY 2027	PERCENT OF TOTAL BUDGET	INCREASE (DECREASE) FY2026-FY2027
Revenues						
Sales Tax	$ -	$ -	$ -	$ -	0%	$ -
Property Taxes	244,576	375,000	375,000	375,000	100%	-
Total Revenues	$ 244,576	$ 375,000	$ 375,000	$ 375,000	100%	$ -
Expenses						
Sales tax reimbursement	$ -	$ -	$ -	$ -	0%	$ -
Property tax reimbursement	-	375,000	375,000	375,000	100%	-
Total Expenses	$ -	$ 375,000	$ 375,000	$ 375,000	100%	$ -
Surplus(Deficit)	**$ 244,576**	**$ -**	**$ -**	**$ -**		

CDA MEADOW POINTE

ACCOUNT DESCRIPTION	ACTUAL FY 2025	ESTIMATED BUDGET FY 2026	DEPT REQ BUDGET FY 2027	FINAL BUDGET FY 2027	PERCENT OF TOTAL BUDGET	INCREASE (DECREASE) FY2026-FY2027
Revenues						
Property Taxes	$ 55,868	$ -	$ -	$ -	0%	$ -
Sales Taxes	125,044	100,000	100,000	100,000	100%	-
Total Revenues	$ 180,912	$ 100,000	$ 100,000	$ 100,000	100%	$ -
Expenses						
Sales tax reimbursement	$ -	$ -	$ -	$ -	0%	$ -
Reserves	-	100,000	100,000	100,000	100%	-
Property tax reimbursement	-	-	-	-	0%	-
Total Expenses	$ -	$ 100,000	$ 100,000	$ 100,000	100%	$ -
Surplus(Deficit)	**$ 180,912**	**$ -**	**$ -**	**$ -**		

LEHI CITY CORPORATION

MAYOR'S LOCAL BUILDING AUTHORITY
TENTATIVE BUDGET FY 2027



LOCAL BUILDING AUTHORITY

ACCOUNT DESCRIPTION	ACTUAL FY 2025	ESTIMATED BUDGET FY 2026	DEPT REQ BUDGET FY 2027	FINAL BUDGET FY 2027	PERCENT OF TOTAL BUDGET	INCREASE (DECREASE) FY2026-FY2027
Revenues						
Interest Income	$ 921,691	$ -	$ -	$ -	0%	$ -
Bond Proceeds	-	-	-	-	0%	-
Transfer from Capital Projects	-	-	-	-	0%	-
Transfer from General Fund	1,534,680	1,739,675	1,676,278	1,676,278	59%	(63,397)
Transfer from Fire Impact Fees	201,000	100,000	100,000	100,000	4%	-
Re-appropriate fund balance	-	16,175,000	1,070,897	1,070,897	38%	(15,104,103)
Total Revenues	$ 2,657,371	$ 18,014,675	$ 2,847,175	$ 2,847,175	100%	$ (15,167,500)
Expenditures						
Bond Fees	$ 2,000	$ -	$ 7,500	$ 7,500	0%	$ 7,500
Debt Service - Interest	1,521,524	1,504,675	1,504,675	1,504,675	53%	-
Debt Service - Principal	330,846	335,000	335,000	335,000	12%	-
Fire Station - Engineering	43,851	-	-	-	0%	-
Fire Station - Sitework	2,752	-	-	-	0%	-
Fire Station - FF & E	320,110	-	-	-	0%	-
City Hall - Engineering	500	-	-	-	0%	-
City Hall - Sitework	65,155	-	-	-	0%	-
City Hall - FF & E	-	-	-	-	0%	-
City Hall - Building Construction	16,442,915	16,175,000	1,000,000	1,000,000	35%	(15,175,000)
Total Expenditures	$ 18,729,654	$ 18,014,675	$ 2,847,175	$ 2,847,175	100%	$ (15,167,500)
Surplus(Deficit)	**$ (16,072,282)**	**$ -**	**$ -**	**$ -**		

Agenda Item No: 4

City Council Agenda Item Report

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

Subject:
Motion to Adjourn for a Lehi Local Building Authority (LBA) Meeting to Adopt the Tentative Budget. The City Council meeting will resume immediately following the LBA Meeting.

Suggested Action:

Attachments:

Agenda Item No: 5

City Council Agenda Item Report

Meeting Date: April 14, 2026
Submitted By: Teisha WIlson
Submitting Department:
Item Type: Presentation
Agenda Section: Regular Agenda

Subject:
Statement of Notice to the Public that the 2026-2027 Lehi City Tentative Budget includes a Proposed Tax Rate Increase. (This is a non-voting item)

Suggested Action:

Attachments:

Property Tax Impact Schedule

Property Tax Impact Schedule

Included with the 2026-2027 fiscal year budget, is an adjustment to the City property tax rate. If adopted, this rate will impact 2026 calendar year property taxes.

Revenue Generated

The additional revenue generated by the increased tax rate is $1,729,474.

Percentage Above Certified Rate

- Each year, the Utah County Auditor and Utah State Tax Commission calculate a property tax rate intended to provide the city with the same amount of property tax revenue as the previous year plus any new growth in the city. That rate is referred to as the certified tax rate. The rate proposed is 9.78% higher than the certified tax rate.

Impact On Average Primary Residence

- The average impact for a Lehi homeowner is $35.52 per year, or $2.96 per month. This calculation is made considering a 45% exemption from market value for any owner of their primary residence. For this calculation, a home with a market value of $600,000 was used.

Impact On Average Commercial Property

- The average impact for a $600,000 commercial property in Lehi would be $64.58 per year, or $5.38 per month.

Departments Affected

- The proposed increase will provide additional funding for four departments. Additional funding for the police budget is $730,215. The fire department budget will increase by $621,428, and the parks budget will increase by $285,294. Increased funding for the justice court totals $92,537.

Operational Impact

- Increased funding for the police department will facilitate the addition of three patrol officers, one new school resource officer, one records clerk, and implement a shift differential pay program.
- Increased funding for the fire department will allow the city to increase pay for fire department personnel. The city strives to keep wages competitive relative to neighboring jurisdictions.
- Increased funding for the parks department will allow for three additional positions needed to keep up maintenance as the city's number and acreage of parks continues to increase
- Increased funding for the justice court will facilitate the hiring of one additional position to meet increasing demand as the city grows and patrol officers increase.

Agenda Item No: 6

City Council Agenda Item Report

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

Subject:
Consideration of Resolution #2026-22, approving a Purchase and Sale Agreement for Commercial Real Estate between Lehi City ("seller") and Lehi Mill Pond, LLC ("buyer"), located at approximately 535 South Mill Pond Drive.

Suggested Action:

Attachments:

Res 2026-22

Purchase and Sale Agreement- 535 South Mill Pond Dr

Property Overall 2026-MILL POND

LEHI CITY

RESOLUTION NO. 2026-22

A RESOLUTION OF THE LEHI CITY COUNCIL APPROVING PURCHASE AND SALE AGREEMENT FOR COMMERCIAL REAL ESTATE BETWEEN LEHI CITY AND LEHI MILL POND LLC

WHEREAS, Lehi City Corporation ("City") is the sole owner in fee simple of approximately 4 acres of real property located at approximately 535 South Mill Pond Drive in Lehi City ("Property");

WHEREAS, Lehi Mill Pond LLC desires to purchase the Property from City; and

WHEREAS, the purchase is subject to the terms and conditions contained in the Purchase and Sale Agreement for Commercial Real Estate attached as Exhibit A; and

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

WHEREAS, after considering the facts and comments presented to the City Council, the Council finds: (i) that it should approve a Real Estate Purchase Contract for Land with Lehi Mill Pond LLC; 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 Real Estate Purchase Contract for Land between Lehi City and Lehi Mill Pond LLC attached hereto as Exhibit "A" is hereby approved and the Mayor is authorized to take all other such action as is necessary to make it effective.

2. This resolution shall take effect immediately.

Approved and Adopted by the City Council of Lehi City, Utah this 14th day of April, 2026.

LEHI CITY

_____

Paul Binns, Mayor

ATTEST

_____

Teisha Wilson, City Recorder

EXHIBIT “A”

Utah Chapter
Networking • Education • Technology
utahccimchapter.com

PURCHASE AND SALE AGREEMENT FOR COMMERCIAL REAL ESTATE

This is a legally binding contract. This form has been prepared by counsel for the Utah CCIM Chapter. Parties to this Purchase and Sale Agreement for Commercial Real Estate (the "PSA") may agree, in writing, to alter or delete provisions of this PSA. All such changes should be reflected in an Addendum. The body of this PSA should not be modified. Seek advice from your attorney and tax advisor before entering into a binding contract.

FUNDAMENTAL TERMS OF OFFER TO PURCHASE
UNIMPROVED LAND

"REFERENCE DATE": _____

"SELLER": Lehi City Corporation

With Notices to be given at: Street Address _____

City, State, Zip Code _____

Fax, Email _____

"BUYER": Lehi Mill Pond, LLC

With Notices to be given at: Street Address _____

City, State, Zip Code _____

Fax, Email _____

"PROPERTY": Name/General Description:

Address: a portion 13:016:0032 (4 acres as per the attached exhibit provided by Seller)

City: Lehi **County:** Utah **Utah, Zip:** _____

County Tax Parcel #: a portion 13:016:0032- Seller to split, survey, and record a revised parcel

Source of legal description (check applicable box):

☑ TITLE COMMITMENT (See Section 8(a))

☑ SURVEY (See Survey Addendum, if applicable)

The Property also includes certain rights and interests described in Section 2.

"DEED": ○ **General Warranty Deed** ◉ **Special Warranty Deed** ○ **Other** _____

"TITLE POLICY": ◉ **Standard Coverage** ○ **Extended Coverage**

"PURCHASE PRICE": $ 4,000,000

"EARNEST MONEY DEPOSIT": $ 50,000 in the form of: ◉ Wire Transfer ○ Buyer's Check to be deposited with ○ Buyer's Brokerage ○ Title Company/Escrow Agent ○ Other _____. Buyer agrees to deliver the Earnest Money Deposit no later than four (4) calendar days after Acceptance (as defined in Section 23). The Brokerage or Other depository shall deposit the Earnest Money into the Real Estate Trust Account no later than four (4) calendar days from receipt.

"SELLER DISCLOSURE DEADLINE": (Date) 7 days from acceptance

"DUE DILIGENCE DEADLINE": (Date) 30 days from acceptance

"SETTLEMENT DEADLINE": (Date) 60 days from acceptance

"SELLER'S AGENT": N/A

"SELLER'S BROKERAGE": _____

"BUYER'S AGENT": Wes Davis

"BUYER'S BROKERAGE": NAI Excel

"MEDIATION": Seller and Buyer ○ **DO** [◉ **DO NOT** elect to mediate in accordance with the provisions of Section 15. [check box] **ADDITIONAL TERMS:** There ◉ **ARE** [○ **ARE NOT** addenda to this PSA containing additional terms. If there are, the terms of the following (each, an "**Addendum**" or collectively, the "**Addenda**") are incorporated into this PSA by this reference: [check box]

☐ Seller Financing ☐ Financing Contingency ☐ Assumption of Financing ☐ ALTA Survey ☑ Other Addendum

1. OFFER TO PURCHASE. Buyer offers to purchase the Property from Seller for the Purchase Price and otherwise upon the terms and subject to the conditions set forth in this PSA. Certain capitalized terms used in this PSA are defined in Section 27.

2. PROPERTY. Unless excluded by another provision of this PSA or an Addendum or Counteroffer, the Property includes: (a) all fixtures presently attached to the Property; (b) all personal property owned by Seller and used primarily in connection with the Property; (c) Seller's right, if any, in any names or trademarks under which the Property is operated, but not including the generic name or trademarks of Seller; (d) all rights and easements appurtenant to the Property; and (e) all water rights and/or water shares, if any, that are the source for culinary or secondary water used in connection with the Property.

3. PAYMENT OF PURCHASE PRICE. Unless the Loan Assumption Addendum or the Seller Financing Addendum is part of this PSA, the Purchase Price and all other sums shall be paid by federal wire transfer or other collected funds at the Closing.

4. SETTLEMENT AND CLOSING. Settlement shall take place on the Settlement Deadline or on another date upon which the Parties agree in writing. "**Settlement**" shall be deemed to have occurred only when all of the following have been fully completed: (a) Buyer and Seller have signed and delivered to the Escrow Agent all documents required by this PSA, by any lender, or by Applicable Law; (b) any monies required to be paid by Buyer under this PSA (except for the proceeds of any new loan) have been delivered by Buyer to the Escrow Agent; and (c) any monies required to be paid by Seller under this PSA have been delivered by Seller to the Escrow Agent. Seller and Buyer shall each pay one-half (1/2) of the fee charged by the Escrow Agent for its services in the Settlement and Closing. Taxes and assessments for the current year, rents, association dues, utilities and charges accrued under contracts relating to the Property and assumed by Buyer, operating expenses relating to the Property and interest on any assumed obligations shall be prorated as of 11:59 p.m. on the day prior to Settlement unless otherwise agreed to in a settlement statement or other writing executed by the Parties. Tenant deposits (including, but not limited to, security deposits and prepaid rents) shall be paid or credited by Seller to Buyer at Settlement. "**Closing**" means consummation of the transaction contemplated by this PSA and shall be deemed to have occurred only when: (a) Settlement has been completed; (b) the proceeds of any new loan have been delivered by the lender to the Escrow Agent; and (c) the applicable Closing documents have been recorded in the Official Records of the County Recorder of the County in which the Property is located. If a lender is funding a portion of the Purchase Price, loan proceeds must be delivered to Escrow Agent not later than the end of the third (3rd) Business Day following completion of Settlement or Buyer shall be in default.

5. POSSESSION. Seller shall deliver physical possession of the Property to Buyer within twenty-four (24) hours following Closing or at such other date and time as is specified in an Addendum.

6. CONFIRMATION OF BROKERAGE FEES AND AGENCY DISCLOSURE. Buyer and Seller each acknowledge prior receipt of written agency disclosure provided by their respective Agents that has disclosed the agency relationships that are confirmed in the Fundamental Terms. Buyer and Seller further acknowledge that brokerage fees due as a result of this transaction are being paid based upon the terms of a separate written agreement. If an Agent or Brokerage represents both Seller and Buyer, then he, she or it shall constitute a "**Limited Agent**," as defined in applicable regulations of the Utah Division of Real Estate.

7. DEED AND TITLE INSURANCE.

7.1 Deed. Seller will convey title to Buyer at Closing by statutory form of Deed specified in the Fundamental Terms. Buyer agrees to accept title to the Property subject to: (a) the Permitted Exceptions (defined below); (b) any lease or property management agreement timely disclosed to Buyer pursuant to Section 8 below and not objected to by Buyer prior to the Due Diligence Deadline; and (c) any title exception arising by, through or under Buyer.

7.2 Title Policy. At Settlement, Seller agrees to pay for the Title Policy specified in the Fundamental Terms, in the amount of the Purchase Price insuring title to the Property to Buyer subject only to the Permitted Exceptions (the "**Title Policy**"). Buyer, at its sole option, cost and expense, may elect to obtain additional coverage or additional specific endorsements. Notwithstanding anything the PSA to the contrary, in no event shall Seller be required to pay more than twice the cost of a standard title insurance policy (exclusive of endorsements) for an extended title insurance policy.

8. SELLER DISCLOSURES. No later than the Seller Disclosure Deadline, Seller shall provide to Buyer the following at Seller's sole cost and expense (the "**Seller Disclosures**"):

(a) a preliminary title commitment (the "**Title Commitment**") from a title company selected by Seller (the "**Title Company**"), together with a copy of each instrument, agreement or document listed as an exception to title in such Title Commitment;

(b) a true and correct copy of all leases, management agreements and contracts affecting the Property;

(c) a Seller property condition disclosure for the Property signed and dated by Seller;

(d) all copies in Seller's possession of studies and/or reports which have previously been performed in connection with or for the Property, including without limitation, environmental reports, soils studies, seismic studies, physical inspection reports, site plans and surveys, and identification of such studies of which Seller is aware but that are not in Seller's possession;

(e) all copies of written notices relating to a violation of Applicable Law including, without limitation, Environmental Law and laws relating to land use, zoning or compliance with building codes;

(f) evidence of any water rights and/or water shares used in connection with the Property; and

(g) all other documents described as Seller's Disclosures in any Addenda or Counteroffers to this PSA.

9. **BUYER'S DUE DILIGENCE AND RIGHT TO CANCEL.** No later than the Due Diligence Deadline, Buyer, at its sole cost and expense, shall: (a) conduct such Due Diligence as it deems necessary and appropriate; and (b) determine if the results of its Due Diligence are acceptable. The Due Diligence Deadline is subject to extension as set forth in any Addendum attached hereto. If, prior to Closing, the Title Company issues a supplemental or amended title report showing additional title exceptions (the "**Amended Title Commitment**"), Due Diligence Deadline shall be extended five (5) business days from the date of Buyer's receipt of such Amended Title Commitment.

9.1 Title and Survey Matters. In conducting its due diligence prior to the Due Diligence Deadline, Buyer may review the Title Commitment, Survey and all other Seller Disclosures as referenced in Section 8. Seller agrees to cooperate with Buyer in connection with Buyer's Due Diligence investigation by providing additional information or documentation reasonably requested by Buyer.

(a) Removal of Monetary Liens. Notwithstanding anything in this PSA to the contrary, unless specifically set forth in an Addendum or Counteroffer, Seller covenants and agrees that all Monetary Liens shall be removed by Seller at Closing or insured against by the Title Insurer at Seller's sole cost and expense, regardless of whether Buyer has objected to such Monetary Lien(s). This provision will survive Closing.

9.2 Inspection. In conducting its Due Diligence prior to the Due Diligence Deadline, and at any time thereafter until Settlement, Buyer may, upon reasonable notice and at reasonable times, conduct inspections, appraisals and for tests on the Property. Buyer shall enter to conduct such inspections and tests on the Property only during reasonable hours and with reasonable prior notice to Seller. Seller shall have the right to accompany Buyer and any of its agents on the Property at all times. All inspections and tests shall be conducted in a manner that does not unreasonably disrupt the activities and business of Seller and its tenants, and Buyer shall indemnify, hold harmless and defend Seller, its tenants and their employees, invitees and guests from and against any and all liabilities, claims, actions or damages (including reasonable attorneys' fees and court costs) which arise from, are caused by, or are in any manner connected with Buyer's Due Diligence and caused by or arising from the actions of Buyer, including, without limitation, claims for payment for inspection services, claims for mechanic's liens, claims for physical damage to the Property and claims from personal injury.

9.3 Buyer's Right to Cancel or Resolve Objections.

(a) Right to Cancel or Object. If Buyer, in Buyer's sole discretion, determines that the results of the Buyer's Due Diligence are not acceptable, then, not later than the Due Diligence Deadline, Buyer shall either: (a) cancel this PSA by providing written notice to Seller, in which event the Earnest Money Deposit shall be released to Buyer; or (b) provide to Seller one or more written notices setting forth Buyer's objections in reasonable detail (the "**Objections**").

(b) Failure to Respond. If Buyer does not timely take either of the actions described in Section 9.2, then the results of the Buyer's Due Diligence shall be deemed approved by Buyer, all Objections which Buyer could have asserted shall be deemed waived by Buyer and, unless another condition or contingency set forth in an Addendum or Counteroffer remains unsatisfied, the Earnest Money Deposit shall become nonrefundable except in the event of Seller's default.

(c) Response by Seller. If Buyer timely provides Objections to Seller, Buyer and Seller shall have five (5) business days after Seller's receipt of the Objections (the "**Response Period**") in which to agree in writing upon the manner of resolving the Objections. Seller may, but shall not be required to, resolve the Objections. If Buyer and Seller have not agreed in writing upon the manner of resolving the Objections prior to the expiration of the Response Period, Buyer may cancel this PSA by delivering written notice to Seller not later than five (5) days after the end of the Response Period (the **"Termination Date"**); whereupon the Earnest Money Deposit shall be released to Buyer and neither Party shall have any further rights, obligations or liabilities under this PSA except as expressly set forth herein. If this PSA

is not canceled by Buyer under this Section, the Objections shall be deemed waived by Buyer and the Earnest Money Deposit shall become nonrefundable except upon Seller's default. If the Response Period extends past the Settlement Deadline, the Settlement Deadline shall be extended to the date that is five (5) business days following the extended Termination Date. If the Termination Date extends past the Settlement Deadline, the Settlement Deadline shall be extended to the date that is five (5) business days following such Termination Date.

10. SELLER REPRESENTATIONS AND WARRANTIES. Seller represents and warrants that the following statements are true and complete as of the Effective Date and shall be true and complete as of the Settlement and Closing. The following representations and warranties shall survive the date of Closing for one (1) year, and shall terminate and be null and void if or to the extent a legal action has not been filed in a court of competent jurisdiction prior to the expiration of such one (1) year period:

(a) there is no action, suit, administrative proceeding or other proceeding pending in any court or before any arbitrator of any kind or before or by any governmental body or, to Seller's knowledge, threatened against Seller and/or the Property which may adversely affect the transaction contemplated by this PSA;

(b) all work which has been or will be performed in, on or about the Property, or materials furnished to the Property which might in any circumstances give rise to a mechanic's or materialman's lien (other than relating to work performed by Buyer), will be paid and all necessary waivers of rights to a mechanic's or materialman's lien for such work will be obtained;

(c) Seller has not received any written notice or citation indicating that the Property is in material violation of Applicable Law;

(d) Neither Seller nor, to Seller's knowledge, any other Person, has ever caused or permitted any Hazardous Material to be placed, held, located, released or disposed of on, under, or at the Property or any part thereof in violation of Applicable Law and, to Seller's knowledge, no Hazardous Material is located on, under or at the Property in violation of Applicable Law;

(e) To Seller's knowledge, the consummation of the transactions contemplated by this PSA and the compliance by Seller with the terms of this PSA do not and will not conflict with or result in a material breach of any of the terms or provisions of any agreement, arrangement, undertaking, accord, document, or instrument to which Seller is a party or by which Seller or the Property is bound; and

(f) Seller is not a "**foreign person**" as that term is defined in Code Section 1445 and shall deposit with Escrow Agent at or prior to Settlement, an affidavit in such form as may be required by the U.S. Internal Revenue Service, setting forth Seller's full name, address and taxpayer identification number and stating under penalty of perjury that Seller is not a "**foreign person**" as so defined.

(g) Except as set forth in writing upon delivery and to Seller's knowledge, all copies Seller provides to Buyer under Section 8 above are true and correct copies of the originals or copies within Seller's possession.

(h) Except as set forth in this Section, there are no leases, use agreements or similar agreements in effect with respect to the Property giving any third party the right to possession of the Property:_____

_____

_____

(i) To the Knowledge of Seller, the Property is in compliance with all Applicable Law.

(j) To the Knowledge of Seller and except as disclosed by environmental reports provided to Buyer, no Hazardous Material is present in, on or under the Property or any nearby real property which could migrate to the Property. Seller has not used the Property or any part thereof, and to its Knowledge no other Person has used the Property or any part thereof, for the production, processing, manufacture, generation, treatment, handling, storage, transportation or disposal of Hazardous Material while the Property has been owned by Seller.

11. NO OTHER REPRESENTATIONS AND WARRANTIES. Except as expressly set forth in this PSA or in an Addendum or Counteroffer: (a) Buyer is purchasing the Property, and the Property shall be conveyed and transferred to Buyer, "**AS IS, WHERE IS, AND WITH ALL FAULTS**" and specifically and expressly without any warranties, representations or guarantees, either express or implied, of any kind, nature or type whatsoever from or on behalf of Seller; and (b) Seller has not, does not and will not, with respect to the Property, make any warranties or representations, express or implied, or arising by operation of law, including, but in no way limited to, any warranty of condition or merchantability, or with respect to the value, profitability, developability or marketability of the Property.

12. CHANGES PENDING CLOSING. Between the Effective Date and the date of Closing, and except as and to the extent otherwise permitted by an Addendum hereto, Seller: (a) shall (i) comply with all Applicable Law, and (ii) continue and maintain all current casualty and liability insurance policies on the Property; and (b) shall not (i) execute any lease affecting the Property except as set forth in any Addendum attached hereto; (ii) create or suffer to be created any further Monetary Lien against the Property; (iii) make any substantial alterations or improvements to the Property; and (iv) except for the usage and storage of normal and customary amounts of Hazardous Material found in cleaning and

maintenance supplies stored and used in compliance with Environmental Law, shall not use, produce, process, manufacture, generate, treat, handle, store, release or dispose of any Hazardous Material in, on or under the Property.

13. AUTHORITY OF SIGNERS. If Buyer or Seller is a legal entity rather than an individual, each Person executing and delivering this PSA or any Addendum or Counteroffer for it unconditionally and irrevocably warrants his or her authority to do so and to bind Buyer or Seller. Each of Seller and Buyer further warrant that the execution and delivery of this PSA by it has been duly and validly authorized, and all requisite actions have been taken to make this PSA valid, binding and enforceable upon it.

14. COMPLETE CONTRACT. This PSA together with any attached Addendum and Counteroffer, exhibit, and Seller Disclosures, constitutes the entire agreement between the Parties regarding the purchase and sale of the Property and supersedes and replaces any and all prior negotiations, representations, warranties, understandings or contracts between the Parties. This PSA cannot be changed except by written agreement of the Parties. Subject to the limitations on assignment expressly set forth in any Addendum or Counteroffer, this PSA shall inure to the benefit of and be binding on the Parties hereto and their respective heirs, legal representatives, successors and assigns.

15. MEDIATION. If the Parties have elected to mediate by checking the appropriate box in the Fundamental Terms, any dispute relating to this PSA that arises prior to or after Closing shall first be submitted to mediation. Mediation is a process in which the Parties meet with an impartial Person who helps to resolve the dispute informally and confidentially. Mediators cannot impose binding decisions. The Parties to the dispute must agree in writing before any settlement is binding. The Parties will jointly appoint an acceptable mediator and will share equally in the cost of such mediation. The mediation, unless otherwise agreed, shall terminate in the event the entire dispute is not resolved thirty (30) days from the date written notice requesting mediation is sent by one Party to all other Parties. If mediation fails, the other procedures, rights and remedies available to the Parties under this PSA shall apply. Nothing in this Section shall prohibit any Party from seeking emergency equitable relief pending mediation including, without limitation, an injunction.

16. DEFAULT. In the event of a default by Buyer, Seller shall be entitled, as Seller's sole and exclusive remedy, to terminate this PSA by written notice to Buyer, in which event the Earnest Money Deposit shall be paid to Seller as liquidated damages. In the event of a default by Seller, Buyer shall be entitled, at its option: (a) to terminate this PSA by written notice to Seller, in which event the Earnest Money Deposit shall be returned to Buyer and Buyer shall be entitled to and agrees to accept from Seller, a sum equal to the Earnest Money Deposit as liquidated damages; or (b) to enforce Seller's obligations under this PSA by a suit for specific performance. Upon termination of this PSA by either Party, no Party shall have any further rights, obligations, or liabilities hereunder except as expressly set forth in this PSA. The Parties acknowledge and agree that the actual damages upon default are uncertain in amount and difficult to ascertain, and that the amount of liquidated damages specified in this Section was reasonably determined.

17. ATTORNEYS' FEES AND COSTS. In the event of litigation or binding arbitration to enforce this PSA, the prevailing Party shall be entitled to costs and reasonable attorneys' fees. Attorneys' fees shall not be awarded for participation in mediation under Section 15.

18. NOTICES. All notices required under this PSA must be: (a) in writing; (b) signed by the Party giving notice; and (c) received by the other Party, the other Party's Agent or the other Party's Brokerage no later than the applicable date referenced in this PSA. Notices may be hand delivered, faxed, emailed, delivered by certified mail, return receipt requested or by a national overnight courier service such as, but not limited to, Federal Express. If a notice is sent by electronic transmission, the burden of proving actual receipt will be on the sender.

19. ABROGATION. Except for the provisions of Sections 7, 9.2, 14, 15 and 16 and any other provisions of this PSA which expressly survive the termination of this PSA, the provisions of this PSA shall not be enforceable after Closing.

20. RISK OF LOSS; EMINENT DOMAIN. All risk of loss to the Property, including physical damage or destruction to the Property or its improvements due to any cause except ordinary wear and tear and loss caused by a taking in eminent domain, shall be borne by Seller until Closing. In the event of any destruction exceeding five percent (5%) of the Purchase Price or any taking or commencement of a taking by any governmental agency of a material portion of the Property, Buyer may, at Buyer's sole discretion, terminate this PSA by written notice to Seller within ten (10) days of notice of the commencement of taking or event of destruction, in which event all the Earnest Money Deposit, together with any interest accrued thereon, shall be promptly refunded to Buyer. If Buyer does not terminate this PSA, the insurance or condemnation proceeds, or right to collect the same, shall be paid or assigned to Buyer at Closing.

21. TIME IS OF THE ESSENCE. Time is of the essence regarding the dates set forth in this PSA, and any extension of the time for performance of any obligation or satisfaction of any condition must be agreed to in writing by all

Parties. Unless otherwise explicitly stated in this PSA: (a) performance under this PSA which references a date shall absolutely be required by 5:00 P.M. Mountain Time on the stated date; and (b) the term "**days**" shall mean calendar days and shall be counted beginning on the day following the event which triggers the timing requirement (i.e., delivery of a specified notice, etc.). If the date for performance falls, or the deadline expires on a day which is not a Business Day, performance shall be required or the deadline shall expire on the next Business Day thereafter. Performance dates and times referenced herein shall not be binding upon title companies, lenders, appraisers and other Persons which are not Parties, except as otherwise agreed to in writing by such Persons.

22. ELECTRONIC TRANSMISSION AND COUNTERPARTS. Facsimile (fax) or Email transmissions of a signed copy of this PSA, any Addenda and Counteroffers thereto, and the retransmission of any signed fax or Email shall be the same as delivery of an original, subject to confirmation of receipt by the other party hereto. This PSA and any Addenda and Counteroffers thereto may be executed in counterparts.

23. ACCEPTANCE. "**Acceptance**" occurs when Seller or Buyer, responding to an offer or counteroffer of the other: (a) signs the offer or counteroffer where noted to indicate acceptance; and (b) delivers to the other Party or to the other Party's Agent or Brokerage written acceptance of the offer or counteroffer by hand delivery, fax, email, delivery by certified mail, return receipt requested or by a national overnight courier service such as, but not limited to, Federal Express. The burden of proving delivery will be on the sender.

24. DEADLINES. Buyer and Seller agree that Seller Disclosure Deadline, the Due Diligence Deadline and Settlement Deadline are as set forth in the Fundamental Terms, as modified by any Addendum hereto.

25. 1031 EXCHANGE. Each Party shall cooperate with the other Party in effecting an exchange under Code Section 1031; provided however, that the other Party's cooperation shall be conditioned on the following: (a) the exchange will be at no additional liability and cost to the other Party; (b) the exchange will not delay Settlement or Closing; and (c) the other Party shall not be required to acquire title to any proposed exchange properties to accommodate an exchange. The exchanging Party shall indemnify, defend and hold the other Party harmless from and against any and all claims, demands, costs and expenses which the other Party may sustain or incur resulting from the attempt by the exchanging Party to consummate the sale or acquisition of the Property as a Section 1031 exchange.

26. JOINT PREPARATION. The provisions of this PSA have been negotiated by all Parties hereto and should therefore not be interpreted or construed in favor of or with prejudice against any particular Party, but in accordance with the general tenor of the language used.

27. DEFINITIONS. Certain capitalized terms previously used in this PSA are defined above. In addition to those capitalized terms, the following capitalized terms shall have the following meanings:

"Agent" means Buyer's Agent or Seller's Agent, as applicable.

"Applicable Law" shall mean and include: any and all laws, rules, regulations or ordinances of any governmental authority having jurisdiction over a specified matter, as the same may be in effect from time to time, including, without limitation, any Environmental Law.

"Brokerage" means Buyer's Brokerage or Seller's Brokerage, as applicable.

"Business Day" shall mean any day other than a Saturday, Sunday, or legal holiday on which national banks in Utah are authorized by federal law to close.

"Code" shall mean the Internal Revenue Code of 1986, as amended, and the regulations issued thereunder.

"Counteroffer" means a Counteroffer signed by the Party making the Counteroffer to PSA, and to be attached to this PSA.

"Deed" means the form of Deed checked in the appropriate box on page 1 of this PSA in the Fundamental Terms.

"Due Diligence" means such investigations of and tests on or regarding the Property as Buyer deems necessary and appropriate.

"Effective Date" means the date both Seller and Buyer have executed this PSA and accepted Counteroffers and Addenda.

"Environmental Law" shall mean any federal, state, or local law, statute, ordinance, rule, or regulation pertaining to health, industrial hygiene, or the environmental conditions on or under the Property, or relating to releases, discharges, emissions, or disposals from the Property to air, water, soil, or groundwater, or relating to the withdrawal or use of groundwater, or relating to the use, handling, or disposal of polychlorinated biphenyls, asbestos, or urea formaldehyde, or relating to the treatment, disposal, storage, or management of Hazardous Materials or relating to the transportation, storage, disposal, or management, including, without limitation, the Comprehensive Environmental Response Compensation, and Liability Act of 1980, as amended, and the Resource Conservation and Recovery Act of 1976, as amended, and all rules, and regulations, published pursuant thereto or promulgated thereunder.

"Fundamental Terms" means the Fundamental Terms of Offer to Purchase set forth on page 1 of this PSA as modified by an accepted Counteroffer or Addendum.

"Hazardous Material" shall mean and include, without limitation: (a) those substances included within the definitions of "**hazardous substances**" and "**hazardous waste**" in any Environmental Law; and (b) any material, waste, or substance which is or contains asbestos, polychlorinated biphenyls, petroleum and its derivative by-products, and other explosive or radioactive materials.

"Knowledge" means the actual knowledge of a specified Person with the duty to investigate his or her files and records but without a duty of further inquiry.

"Monetary Liens" means each of the following to the extent arising by, through or under Seller: judgment liens, mortgages, deeds of trust, mechanic's liens, pre-construction liens, liens that secure the payment of money or credit, and liens or charges for delinquent taxes.

"Parties" means Seller and Buyer.

"Party" means Seller or Buyer.

"Person" means any natural individual human, any legal entity, a trust or the trustees of a trust acting in such capacity.

"Reference Date" means the date set forth in the Fundamental Terms on which the offer was prepared.

"Title Commitment" means a commitment issued by the Title Insurer for the Title Policy insuring the Owner's title in the Property in the full amount of the Purchase Price.

"Title Policy" means a standard 2006 ALTA Owner's Policy of Title Insurance issued by the Title Insurer.

OFFER AND TIME FOR ACCEPTANCE. Buyer offers to purchase the Property on the above terms and conditions. If Seller does not accept and deliver an acceptance of this Offer by 5:00 P.M. Mountain Time on _____, this Offer shall lapse, and the Buyer's Brokerage or Escrow Agent, as applicable, shall return the Earnest Money Deposit to Buyer.

If Buyer is an individual or individuals:

_____	_____	_____
(Signature of Buyer)	(Print Name of Buyer)	(Date)
_____	_____	_____
(Signature of Buyer)	(Print Name of Buyer)	(Date)

If Buyer is an entity:

_____ _____
(Print Name of Entity) (Date)

_____
(State of Formation and Type of Entity)

By:_____
(Signature of Authorized Signer)

Name:_____
(Print Name of Authorized Signer)

Its:_____
(Print Position of Signer)

EARNEST MONEY RECEIPT
(to be used if requested by Buyer or Seller)

The Buyer's Brokerage or Escrow Agent, as applicable, acknowledges receipt of the Earnest Money Deposit in the amount of $_____.

_____ (Date)

_____ (Print Name of Brokerage or Escrow Agent)

By:_____
(Signature above acknowledges receipt of Earnest Money Deposit)

Name:_____
(Print Name of Signer)

Its:_____
(Print Position of Signer)

ACCEPTANCE/COUNTEROFFER/REJECTION

CHECK ONE:

[ ] **ACCEPTANCE OF OFFER TO PURCHASE:** Seller accepts the foregoing offer on the terms and conditions specified above.

[ ] **COUNTEROFFER:** Seller presents for Buyer's acceptance the terms of Buyer's offer subject to the exceptions or modifications as specified in the attached Addendum No. _____.

[ ] **REJECTION**

If Seller is an individual or individuals:

_____	_____	_____
(Signature of Seller)	(Print Name of Seller)	(Date)
_____	_____	_____
(Signature of Seller)	(Print Name of Seller)	(Date)

If Seller is an entity:

_____ _____
(Print Name of Entity) (Date)

_____
(State of Formation and Type of Entity)

By:_____
(Signature of Authorized Signer)

Name:_____
(Print Name of Authorized Signer)

Its:_____
(Print Position of Signer)

DOCUMENT RECEIPT

State law requires Brokerage or Agent to furnish Buyer and Seller with copies of this PSA bearing all signatures. This document should be made part of the closing documents and signed prior to Settlement. (Fill in applicable Section below.)

A. I acknowledge receipt of a final copy of the foregoing PSA bearing all signatures:

_____	_____	_____
(Signature of Buyer's Authorized Signer)	(Print Name of Authorized Signer)	(Date)
_____	_____	_____
(Signature of Seller's Authorized Signer)	(Print Name of Authorized Signer)	(Date)

B. I personally caused a final copy of the foregoing PSA bearing all signatures to be **[ ] faxed [ ] Emailed [ ] mailed [ ] hand delivered** on _____ (Date), postage prepaid, to the **[ ] Seller [ ] Buyer.**

Sent/Delivered by (specify):_____

_____	_____	_____
(Signature)	(Print Name of Signer)	(Date)

ADDENDUM TO PURCHASE AGREEMENT No. 1

THIS IS AN ADDENDUM (the "Addendum") to that PURCHASE AND SALE AGREEMENT FOR COMMERCIAL REAL ESTATE (the "PSA") with a Reference Date of _____, including all other Addenda and Counteroffers thereto, between Buyer and Seller (as described in the Fundamental Terms) pertaining to the following Property:

a portion 13:016:0032

The following terms constitute an addendum (the "Addendum") to the specified terms in the PSA or identified Addendum.

1. Within 30 days of the date of the acceptance of this Agreement Seller will create and submit to Buyer for Buyer's review and approval a final record of survey map and legal description of the Property. Seller will obtain all governmental approvals and authorizations for the creation of the Property as a separate and distinct parcel. Buyer agrees to cooperate with Seller in the process of obtaining the governmental approvals and authorizations.

2. The closing of Buyer's purchase of the Property pursuant hereto is conditioned upon the simultaneous closing of Seller's purchase from Buyer of a 1.6 acre parcel of property (the "1.6 Acre Parcel") pursuant to a Purchase and Sale Agreement for Commercial Real Estate with respect to the 1.6 Acre Parcel executed at the same time as this Agreement.

3. Buyer to pay NAI Excel a commission of 3% of the Purchase Price at Closing.

To the extent the provisions of this Addendum modify or conflict with any provisions of the PSA and all other Addenda and Counteroffers, the provisions of this Addendum shall control. All other provisions of the PSA and all other Addenda and Counteroffers not modified by this Addendum shall remain in full force and effect.

Buyer or Seller shall have until 5:00 P.M. Mountain Time on _____ to accept or reject this Addendum.

◯ **Accept**

◯ **Reject**

_____ _____
(Signature of Buyer's Authorized Signatory) (Date)

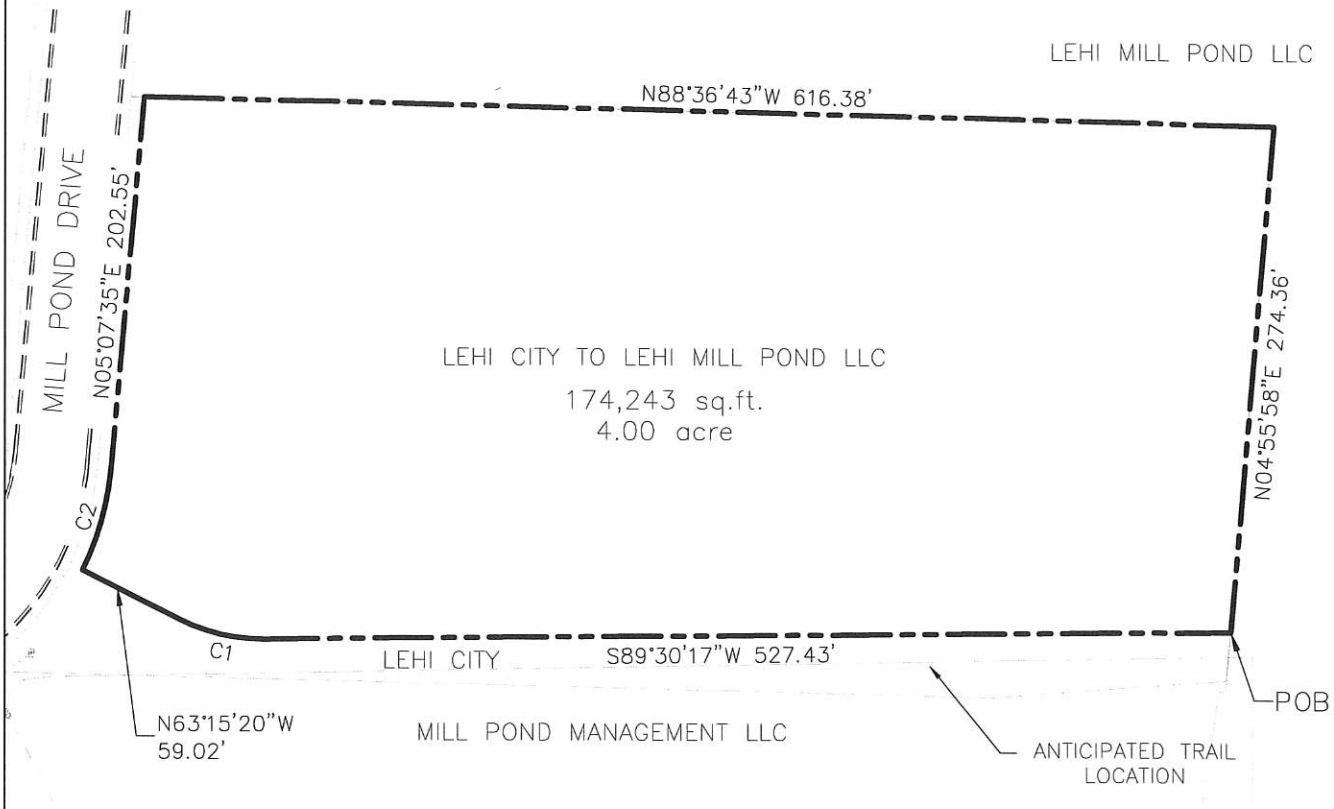
_____
[Printed name of signer]

_____ _____
(Signature of Seller's Authorized Signatory) (Date)

_____
[Printed name of signer]

Seller's Initials _____ **Date** _____ **Buyer's Initials** _____ **Date** _____

LEHI CITY TO LEHI MILL POND LLC
4 ACRE PROPERTY
EXHIBIT 'A'

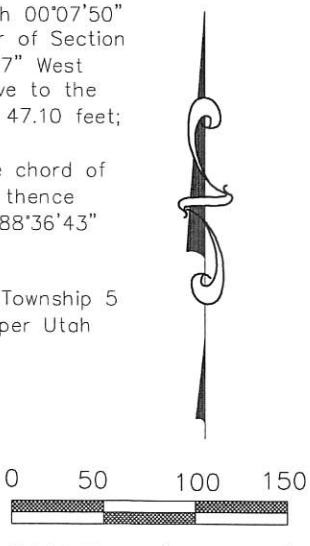


LEHI CITY TO LEHI MILL POND LLC DESCRIPTION

Beginning at a point on the New Star Commercial Development Subdivision which is North 00°07'50" West 1597.97 feet along the section line and West 11.22 feet from the Southeast Corner of Section 16, Township 5 South, Range 1 East, Salt Lake Base and Meridian: thence South 89°30'17" West 527.43 feet; thence Northwesterly 47.54 feet along the arc of a 100.00 foot radius curve to the right, through a central angle 27°14'23", the chord of which bears North 76°52'31" West 47.10 feet; thence North 63°15'20 West 59.02 feet; thence Northerly 56.29 feet along the arc of a non-tangent 150.50 foot radius curve to the left, through a central angle 21°25'41", the chord of which bears North 15°50'25" East 55.96 feet; thence North 05°07'35" East 202.55 feet; thence along New Star Commercial Development Subdivision the following two courses 1) South 88°36'43" East 616.38 feet; 2) South 04°55'58" West 274.36 feet to the Point of Beginning.

Basis of Bearing: from the Southeast corner to the East Quarter Corner of Section 16, Township 5 South, Range 1 East, Salt lake base and Meridian which bears North 00°07'50" West as per Utah County NAD 83 Township Plat Published 2021.

Curve Table					
Curve #	Length	Radius	Delta	Chord Bearing	Chord
C1	47.54	100.00	27°14'23"	N76°52'31"W	47.10
C2	56.29	150.50	21°25'41"	N15°50'25"E	55.96



MILL POND AREA PROPERTY EXHIBIT

EXISTING SEWER
LEHI CITY TO LEHI MILL POND LLC 4.0 ACRES
LEHI MILL POND LLC
LEHI CITY
ACCESS TO 1.17 ACRE PROPERTY
MILL POND DRIVE
LEHI CITY TRAIL
LEHI CITY
REMAINDER 1.17 ACRES
LEHI MILL POND LLC TO LEHI CITY 1.635 ACRES
EXISTING STORM DRAIN
SEWER LINE
TRC MILLPOND LLC
THE GOOD AND THE BEAUTIFUL 9.13 ACRES
MILL POND ROAD
POND AREA DEDICATION (MILL POND MANAGEMENT) 18.41 ACRES
REMAINDER 0.62 ACRES
TRAIL CORRIDOR 0.16 ACRES
PORTION OF PROPERTY FOR A POTENTIAL PIER (2.38 ACRES)
POND AREA DEDICATION (MILL POND MANAGEMENT) 1.93 ACRES
14' ASPHALT TRAIL 20' RIGHT-OF-WAY
MILL POND MANAGEMENT TO LEHI CITY 3.84 ACRES
TRAIL CORRIDOR AND PARKING AREA
10" CULINARY 12" PI LINE TO PROPERTY LINE
REMAINDER (MILL POND MANAGEMENT) 8.48 ACRES
EXISTING SEWER

0 100 200 300

SCALE: 1" = 100'

2/12/2024

Agenda Item No: 7

City Council Agenda Item Report

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

Subject:
Consideration of Resolution #2026-23, approving a Purchase and Sale Agreement for Commercial Real Estate between Lehi Mill Pond, LLC ("seller ") and Lehi City ("buyer"), located at approximately 411 South Mill Pond Drive.

Suggested Action:

Attachments:

Res 2026-23

Purchase and Sale Agreement- 411 South Mill Pond Dr.pdf

LEHI CITY

RESOLUTION NO. 2026-23

A RESOLUTION OF THE LEHI CITY COUNCIL APPROVING A PURCHASE AND SALE AGREEMENT FOR COMMERCIAL REAL ESTATE BETWEEN LEHI CITY AND LEHI MILL POND LLC

WHEREAS, Lehi Mill Pond LLC is the sole owner in fee simple of 1.635 acres of real property located at approximately 411 South Mill Pon Drive in the City of Lehi ("Property");

WHEREAS, Lehi City desires to purchase the Property from Lehi Mill Pond LLC; and

WHEREAS, the purchase is subject to the terms and conditions contained in the Purchase and Sale Agreement for Commercial Real Estate attached as Exhibit A; and

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

WHEREAS, after considering the facts and comments presented to the City Council, the Council finds: (i) that it should approve a Real Estate Purchase Contract for Land with Lehi Mill Pond LLC; 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 Real Estate Purchase Contract for Land between Lehi City and Lehi Mill Pond LLC attached hereto as Exhibit "A" is hereby approved and the Mayor is authorized to take all other such action as is necessary to make it effective.

2. This resolution shall take effect immediately.

Approved and Adopted by the City Council of Lehi City, Utah this 14th day of April, 2026.

LEHI CITY

_____

Paul Binns, Mayor

ATTEST

_____

Teisha Wilson, City Recorder

EXHIBIT “A”

CCIM Utah Chapter
Networking • Education • Technology
utahccimchapter.com

PURCHASE AND SALE AGREEMENT FOR COMMERCIAL REAL ESTATE

This is a legally binding contract. This form has been prepared by counsel for the Utah CCIM Chapter. Parties to this Purchase and Sale Agreement for Commercial Real Estate (the "PSA") may agree, in writing, to alter or delete provisions of this PSA. All such changes should be reflected in an Addendum. The body of this PSA should not be modified. Seek advice from your attorney and tax advisor before entering into a binding contract.

FUNDAMENTAL TERMS OF OFFER TO PURCHASE
UNIMPROVED LAND

"REFERENCE DATE": _____

"SELLER": Lehi Mill Pond, LLC

With Notices to be given at: Street Address _____

City, State, Zip Code _____

Fax, Email _____

"BUYER": Lehi City Corporation

With Notices to be given at: Street Address _____

City, State, Zip Code _____

Fax, Email _____

"PROPERTY": Name/General Description:

Address: a portion 67:235:0001 (1.635 +/- acres as per the attached exhibit provided by Buyer)

City: Lehi **County:** Utah **Utah, Zip:** _____

County Tax Parcel #: a portion 67:235:0001- Seller to split, survey, and record a revised parcel jointly with Buyer

Source of legal description (check applicable box):

☑ TITLE COMMITMENT (See Section 8(a))

☑ SURVEY (See Survey Addendum, if applicable)

The Property also includes certain rights and interests described in Section 2.

"DEED": ○ **General Warranty Deed** ◉ **Special Warranty Deed** ○ **Other** _____

"TITLE POLICY": ◉ **Standard Coverage** ○ **Extended Coverage**

"PURCHASE PRICE": $ 340,000 + donation and additional consideration

"EARNEST MONEY DEPOSIT": $ 50,000 in the form of: ◉ Wire Transfer ○ Buyer's Check to be deposited with ○ Buyer's Brokerage ○ Title Company/Escrow Agent ○ Other _____. Buyer agrees to deliver the Earnest Money Deposit no later than four (4) calendar days after Acceptance (as defined in Section 23). The Brokerage or Other depository shall deposit the Earnest Money into the Real Estate Trust Account no later than four (4) calendar days from receipt.

"SELLER DISCLOSURE DEADLINE": (Date) 7 days from acceptance

"DUE DILIGENCE DEADLINE": (Date) 30 days from acceptance

"SETTLEMENT DEADLINE": (Date) 60 days from acceptance

"SELLER'S AGENT": Wes Davis

"SELLER'S BROKERAGE": NAI Excel

"BUYER'S AGENT": _____

"BUYER'S BROKERAGE": _____

"MEDIATION": Seller and Buyer ○ **DO** [◉ **DO NOT** elect to mediate in accordance with the provisions of Section 15. [check box] **ADDITIONAL TERMS:** There ◉ **ARE** [○ **ARE NOT** addenda to this PSA containing additional terms. If there are, the terms of the following (each, an "**Addendum**" or collectively, the "**Addenda**") are incorporated into this PSA by this reference: [check box]

☐ Seller Financing ☐ Financing Contingency ☐ Assumption of Financing ☐ ALTA Survey ☑ Other Addendum

1. OFFER TO PURCHASE. Buyer offers to purchase the Property from Seller for the Purchase Price and otherwise upon the terms and subject to the conditions set forth in this PSA. Certain capitalized terms used in this PSA are defined in Section 27.

2. PROPERTY. Unless excluded by another provision of this PSA or an Addendum or Counteroffer, the Property includes: (a) all fixtures presently attached to the Property; (b) all personal property owned by Seller and used primarily in connection with the Property; (c) Seller's right, if any, in any names or trademarks under which the Property is operated, but not including the generic name or trademarks of Seller; (d) all rights and easements appurtenant to the Property; and (e) all water rights and/or water shares, if any, that are the source for culinary or secondary water used in connection with the Property.

3. PAYMENT OF PURCHASE PRICE. Unless the Loan Assumption Addendum or the Seller Financing Addendum is part of this PSA, the Purchase Price and all other sums shall be paid by federal wire transfer or other collected funds at the Closing.

4. SETTLEMENT AND CLOSING. Settlement shall take place on the Settlement Deadline or on another date upon which the Parties agree in writing. "**Settlement**" shall be deemed to have occurred only when all of the following have been fully completed: (a) Buyer and Seller have signed and delivered to the Escrow Agent all documents required by this PSA, by any lender, or by Applicable Law; (b) any monies required to be paid by Buyer under this PSA (except for the proceeds of any new loan) have been delivered by Buyer to the Escrow Agent; and (c) any monies required to be paid by Seller under this PSA have been delivered by Seller to the Escrow Agent. Seller and Buyer shall each pay one-half (1/2) of the fee charged by the Escrow Agent for its services in the Settlement and Closing. Taxes and assessments for the current year, rents, association dues, utilities and charges accrued under contracts relating to the Property and assumed by Buyer, operating expenses relating to the Property and interest on any assumed obligations shall be prorated as of 11:59 p.m. on the day prior to Settlement unless otherwise agreed to in a settlement statement or other writing executed by the Parties. Tenant deposits (including, but not limited to, security deposits and prepaid rents) shall be paid or credited by Seller to Buyer at Settlement. "**Closing**" means consummation of the transaction contemplated by this PSA and shall be deemed to have occurred only when: (a) Settlement has been completed; (b) the proceeds of any new loan have been delivered by the lender to the Escrow Agent; and (c) the applicable Closing documents have been recorded in the Official Records of the County Recorder of the County in which the Property is located. If a lender is funding a portion of the Purchase Price, loan proceeds must be delivered to Escrow Agent not later than the end of the third (3rd) Business Day following completion of Settlement or Buyer shall be in default.

5. POSSESSION. Seller shall deliver physical possession of the Property to Buyer within twenty-four (24) hours following Closing or at such other date and time as is specified in an Addendum.

6. CONFIRMATION OF BROKERAGE FEES AND AGENCY DISCLOSURE. Buyer and Seller each acknowledge prior receipt of written agency disclosure provided by their respective Agents that has disclosed the agency relationships that are confirmed in the Fundamental Terms. Buyer and Seller further acknowledge that brokerage fees due as a result of this transaction are being paid based upon the terms of a separate written agreement. If an Agent or Brokerage represents both Seller and Buyer, then he, she or it shall constitute a "**Limited Agent**," as defined in applicable regulations of the Utah Division of Real Estate.

7. DEED AND TITLE INSURANCE.

7.1 Deed. Seller will convey title to Buyer at Closing by statutory form of Deed specified in the Fundamental Terms. Buyer agrees to accept title to the Property subject to: (a) the Permitted Exceptions (defined below); (b) any lease or property management agreement timely disclosed to Buyer pursuant to Section 8 below and not objected to by Buyer prior to the Due Diligence Deadline; and (c) any title exception arising by, through or under Buyer.

7.2 Title Policy. At Settlement, Seller agrees to pay for the Title Policy specified in the Fundamental Terms, in the amount of the Purchase Price insuring title to the Property to Buyer subject only to the Permitted Exceptions (the "**Title Policy**"). Buyer, at its sole option, cost and expense, may elect to obtain additional coverage or additional specific endorsements. Notwithstanding anything the PSA to the contrary, in no event shall Seller be required to pay more than twice the cost of a standard title insurance policy (exclusive of endorsements) for an extended title insurance policy.

8. SELLER DISCLOSURES. No later than the Seller Disclosure Deadline, Seller shall provide to Buyer the following at Seller's sole cost and expense (the "**Seller Disclosures**"):

(a) a preliminary title commitment (the "**Title Commitment**") from a title company selected by Seller (the "**Title Company**"), together with a copy of each instrument, agreement or document listed as an exception to title in such Title Commitment;

(b) a true and correct copy of all leases, management agreements and contracts affecting the Property;

(c) a Seller property condition disclosure for the Property signed and dated by Seller;

(d) all copies in Seller's possession of studies and/or reports which have previously been performed in connection with or for the Property, including without limitation, environmental reports, soils studies, seismic studies, physical inspection reports, site plans and surveys, and identification of such studies of which Seller is aware but that are not in Seller's possession;

(e) all copies of written notices relating to a violation of Applicable Law including, without limitation, Environmental Law and laws relating to land use, zoning or compliance with building codes;

(f) evidence of any water rights and/or water shares used in connection with the Property; and

(g) all other documents described as Seller's Disclosures in any Addenda or Counteroffers to this PSA.

9. **BUYER'S DUE DILIGENCE AND RIGHT TO CANCEL.** No later than the Due Diligence Deadline, Buyer, at its sole cost and expense, shall: (a) conduct such Due Diligence as it deems necessary and appropriate; and (b) determine if the results of its Due Diligence are acceptable. The Due Diligence Deadline is subject to extension as set forth in any Addendum attached hereto. If, prior to Closing, the Title Company issues a supplemental or amended title report showing additional title exceptions (the "**Amended Title Commitment**"), Due Diligence Deadline shall be extended five (5) business days from the date of Buyer's receipt of such Amended Title Commitment.

9.1 Title and Survey Matters. In conducting its due diligence prior to the Due Diligence Deadline, Buyer may review the Title Commitment, Survey and all other Seller Disclosures as referenced in Section 8. Seller agrees to cooperate with Buyer in connection with Buyer's Due Diligence investigation by providing additional information or documentation reasonably requested by Buyer.

(a) Removal of Monetary Liens. Notwithstanding anything in this PSA to the contrary, unless specifically set forth in an Addendum or Counteroffer, Seller covenants and agrees that all Monetary Liens shall be removed by Seller at Closing or insured against by the Title Insurer at Seller's sole cost and expense, regardless of whether Buyer has objected to such Monetary Lien(s). This provision will survive Closing.

9.2 Inspection. In conducting its Due Diligence prior to the Due Diligence Deadline, and at any time thereafter until Settlement, Buyer may, upon reasonable notice and at reasonable times, conduct inspections, appraisals and for tests on the Property. Buyer shall enter to conduct such inspections and tests on the Property only during reasonable hours and with reasonable prior notice to Seller. Seller shall have the right to accompany Buyer and any of its agents on the Property at all times. All inspections and tests shall be conducted in a manner that does not unreasonably disrupt the activities and business of Seller and its tenants, and Buyer shall indemnify, hold harmless and defend Seller, its tenants and their employees, invitees and guests from and against any and all liabilities, claims, actions or damages (including reasonable attorneys' fees and court costs) which arise from, are caused by, or are in any manner connected with Buyer's Due Diligence and caused by or arising from the actions of Buyer, including, without limitation, claims for payment for inspection services, claims for mechanic's liens, claims for physical damage to the Property and claims from personal injury.

9.3 Buyer's Right to Cancel or Resolve Objections.

(a) Right to Cancel or Object. If Buyer, in Buyer's sole discretion, determines that the results of the Buyer's Due Diligence are not acceptable, then, not later than the Due Diligence Deadline, Buyer shall either: (a) cancel this PSA by providing written notice to Seller, in which event the Earnest Money Deposit shall be released to Buyer; or (b) provide to Seller one or more written notices setting forth Buyer's objections in reasonable detail (the "**Objections**").

(b) Failure to Respond. If Buyer does not timely take either of the actions described in Section 9.2, then the results of the Buyer's Due Diligence shall be deemed approved by Buyer, all Objections which Buyer could have asserted shall be deemed waived by Buyer and, unless another condition or contingency set forth in an Addendum or Counteroffer remains unsatisfied, the Earnest Money Deposit shall become nonrefundable except in the event of Seller's default.

(c) Response by Seller. If Buyer timely provides Objections to Seller, Buyer and Seller shall have five (5) business days after Seller's receipt of the Objections (the "**Response Period**") in which to agree in writing upon the manner of resolving the Objections. Seller may, but shall not be required to, resolve the Objections. If Buyer and Seller have not agreed in writing upon the manner of resolving the Objections prior to the expiration of the Response Period, Buyer may cancel this PSA by delivering written notice to Seller not later than five (5) days after the end of the Response Period (the **"Termination Date"**); whereupon the Earnest Money Deposit shall be released to Buyer and neither Party shall have any further rights, obligations or liabilities under this PSA except as expressly set forth herein. If this PSA

is not canceled by Buyer under this Section, the Objections shall be deemed waived by Buyer and the Earnest Money Deposit shall become nonrefundable except upon Seller's default. If the Response Period extends past the Settlement Deadline, the Settlement Deadline shall be extended to the date that is five (5) business days following the extended Termination Date. If the Termination Date extends past the Settlement Deadline, the Settlement Deadline shall be extended to the date that is five (5) business days following such Termination Date.

10. SELLER REPRESENTATIONS AND WARRANTIES. Seller represents and warrants that the following statements are true and complete as of the Effective Date and shall be true and complete as of the Settlement and Closing. The following representations and warranties shall survive the date of Closing for one (1) year, and shall terminate and be null and void if or to the extent a legal action has not been filed in a court of competent jurisdiction prior to the expiration of such one (1) year period:

(a) there is no action, suit, administrative proceeding or other proceeding pending in any court or before any arbitrator of any kind or before or by any governmental body or, to Seller's knowledge, threatened against Seller and/or the Property which may adversely affect the transaction contemplated by this PSA;

(b) all work which has been or will be performed in, on or about the Property, or materials furnished to the Property which might in any circumstances give rise to a mechanic's or materialman's lien (other than relating to work performed by Buyer), will be paid and all necessary waivers of rights to a mechanic's or materialman's lien for such work will be obtained;

(c) Seller has not received any written notice or citation indicating that the Property is in material violation of Applicable Law;

(d) Neither Seller nor, to Seller's knowledge, any other Person, has ever caused or permitted any Hazardous Material to be placed, held, located, released or disposed of on, under, or at the Property or any part thereof in violation of Applicable Law and, to Seller's knowledge, no Hazardous Material is located on, under or at the Property in violation of Applicable Law;

(e) To Seller's knowledge, the consummation of the transactions contemplated by this PSA and the compliance by Seller with the terms of this PSA do not and will not conflict with or result in a material breach of any of the terms or provisions of any agreement, arrangement, undertaking, accord, document, or instrument to which Seller is a party or by which Seller or the Property is bound; and

(f) Seller is not a "**foreign person**" as that term is defined in Code Section 1445 and shall deposit with Escrow Agent at or prior to Settlement, an affidavit in such form as may be required by the U.S. Internal Revenue Service, setting forth Seller's full name, address and taxpayer identification number and stating under penalty of perjury that Seller is not a "**foreign person**" as so defined.

(g) Except as set forth in writing upon delivery and to Seller's knowledge, all copies Seller provides to Buyer under Section 8 above are true and correct copies of the originals or copies within Seller's possession.

(h) Except as set forth in this Section, there are no leases, use agreements or similar agreements in effect with respect to the Property giving any third party the right to possession of the Property:_____

_____

_____

(i) To the Knowledge of Seller, the Property is in compliance with all Applicable Law.

(j) To the Knowledge of Seller and except as disclosed by environmental reports provided to Buyer, no Hazardous Material is present in, on or under the Property or any nearby real property which could migrate to the Property. Seller has not used the Property or any part thereof, and to its Knowledge no other Person has used the Property or any part thereof, for the production, processing, manufacture, generation, treatment, handling, storage, transportation or disposal of Hazardous Material while the Property has been owned by Seller.

11. NO OTHER REPRESENTATIONS AND WARRANTIES. Except as expressly set forth in this PSA or in an Addendum or Counteroffer: (a) Buyer is purchasing the Property, and the Property shall be conveyed and transferred to Buyer, "**AS IS, WHERE IS, AND WITH ALL FAULTS**" and specifically and expressly without any warranties, representations or guarantees, either express or implied, of any kind, nature or type whatsoever from or on behalf of Seller; and (b) Seller has not, does not and will not, with respect to the Property, make any warranties or representations, express or implied, or arising by operation of law, including, but in no way limited to, any warranty of condition or merchantability, or with respect to the value, profitability, developability or marketability of the Property.

12. CHANGES PENDING CLOSING. Between the Effective Date and the date of Closing, and except as and to the extent otherwise permitted by an Addendum hereto, Seller: (a) shall (i) comply with all Applicable Law, and (ii) continue and maintain all current casualty and liability insurance policies on the Property; and (b) shall not (i) execute any lease affecting the Property except as set forth in any Addendum attached hereto; (ii) create or suffer to be created any further Monetary Lien against the Property; (iii) make any substantial alterations or improvements to the Property; and (iv) except for the usage and storage of normal and customary amounts of Hazardous Material found in cleaning and

maintenance supplies stored and used in compliance with Environmental Law, shall not use, produce, process, manufacture, generate, treat, handle, store, release or dispose of any Hazardous Material in, on or under the Property.

13. AUTHORITY OF SIGNERS. If Buyer or Seller is a legal entity rather than an individual, each Person executing and delivering this PSA or any Addendum or Counteroffer for it unconditionally and irrevocably warrants his or her authority to do so and to bind Buyer or Seller. Each of Seller and Buyer further warrant that the execution and delivery of this PSA by it has been duly and validly authorized, and all requisite actions have been taken to make this PSA valid, binding and enforceable upon it.

14. COMPLETE CONTRACT. This PSA together with any attached Addendum and Counteroffer, exhibit, and Seller Disclosures, constitutes the entire agreement between the Parties regarding the purchase and sale of the Property and supersedes and replaces any and all prior negotiations, representations, warranties, understandings or contracts between the Parties. This PSA cannot be changed except by written agreement of the Parties. Subject to the limitations on assignment expressly set forth in any Addendum or Counteroffer, this PSA shall inure to the benefit of and be binding on the Parties hereto and their respective heirs, legal representatives, successors and assigns.

15. MEDIATION. If the Parties have elected to mediate by checking the appropriate box in the Fundamental Terms, any dispute relating to this PSA that arises prior to or after Closing shall first be submitted to mediation. Mediation is a process in which the Parties meet with an impartial Person who helps to resolve the dispute informally and confidentially. Mediators cannot impose binding decisions. The Parties to the dispute must agree in writing before any settlement is binding. The Parties will jointly appoint an acceptable mediator and will share equally in the cost of such mediation. The mediation, unless otherwise agreed, shall terminate in the event the entire dispute is not resolved thirty (30) days from the date written notice requesting mediation is sent by one Party to all other Parties. If mediation fails, the other procedures, rights and remedies available to the Parties under this PSA shall apply. Nothing in this Section shall prohibit any Party from seeking emergency equitable relief pending mediation including, without limitation, an injunction.

16. DEFAULT. In the event of a default by Buyer, Seller shall be entitled, as Seller's sole and exclusive remedy, to terminate this PSA by written notice to Buyer, in which event the Earnest Money Deposit shall be paid to Seller as liquidated damages. In the event of a default by Seller, Buyer shall be entitled, at its option: (a) to terminate this PSA by written notice to Seller, in which event the Earnest Money Deposit shall be returned to Buyer and Buyer shall be entitled to and agrees to accept from Seller, a sum equal to the Earnest Money Deposit as liquidated damages; or (b) to enforce Seller's obligations under this PSA by a suit for specific performance. Upon termination of this PSA by either Party, no Party shall have any further rights, obligations, or liabilities hereunder except as expressly set forth in this PSA. The Parties acknowledge and agree that the actual damages upon default are uncertain in amount and difficult to ascertain, and that the amount of liquidated damages specified in this Section was reasonably determined.

17. ATTORNEYS' FEES AND COSTS. In the event of litigation or binding arbitration to enforce this PSA, the prevailing Party shall be entitled to costs and reasonable attorneys' fees. Attorneys' fees shall not be awarded for participation in mediation under Section 15.

18. NOTICES. All notices required under this PSA must be: (a) in writing; (b) signed by the Party giving notice; and (c) received by the other Party, the other Party's Agent or the other Party's Brokerage no later than the applicable date referenced in this PSA. Notices may be hand delivered, faxed, emailed, delivered by certified mail, return receipt requested or by a national overnight courier service such as, but not limited to, Federal Express. If a notice is sent by electronic transmission, the burden of proving actual receipt will be on the sender.

19. ABROGATION. Except for the provisions of Sections 7, 9.2, 14, 15 and 16 and any other provisions of this PSA which expressly survive the termination of this PSA, the provisions of this PSA shall not be enforceable after Closing.

20. RISK OF LOSS; EMINENT DOMAIN. All risk of loss to the Property, including physical damage or destruction to the Property or its improvements due to any cause except ordinary wear and tear and loss caused by a taking in eminent domain, shall be borne by Seller until Closing. In the event of any destruction exceeding five percent (5%) of the Purchase Price or any taking or commencement of a taking by any governmental agency of a material portion of the Property, Buyer may, at Buyer's sole discretion, terminate this PSA by written notice to Seller within ten (10) days of notice of the commencement of taking or event of destruction, in which event all the Earnest Money Deposit, together with any interest accrued thereon, shall be promptly refunded to Buyer. If Buyer does not terminate this PSA, the insurance or condemnation proceeds, or right to collect the same, shall be paid or assigned to Buyer at Closing.

21. TIME IS OF THE ESSENCE. Time is of the essence regarding the dates set forth in this PSA, and any extension of the time for performance of any obligation or satisfaction of any condition must be agreed to in writing by all

Parties. Unless otherwise explicitly stated in this PSA: (a) performance under this PSA which references a date shall absolutely be required by 5:00 P.M. Mountain Time on the stated date; and (b) the term "**days**" shall mean calendar days and shall be counted beginning on the day following the event which triggers the timing requirement (i.e., delivery of a specified notice, etc.). If the date for performance falls, or the deadline expires on a day which is not a Business Day, performance shall be required or the deadline shall expire on the next Business Day thereafter. Performance dates and times referenced herein shall not be binding upon title companies, lenders, appraisers and other Persons which are not Parties, except as otherwise agreed to in writing by such Persons.

22. ELECTRONIC TRANSMISSION AND COUNTERPARTS. Facsimile (fax) or Email transmissions of a signed copy of this PSA, any Addenda and Counteroffers thereto, and the retransmission of any signed fax or Email shall be the same as delivery of an original, subject to confirmation of receipt by the other party hereto. This PSA and any Addenda and Counteroffers thereto may be executed in counterparts.

23. ACCEPTANCE. "**Acceptance**" occurs when Seller or Buyer, responding to an offer or counteroffer of the other: (a) signs the offer or counteroffer where noted to indicate acceptance; and (b) delivers to the other Party or to the other Party's Agent or Brokerage written acceptance of the offer or counteroffer by hand delivery, fax, email, delivery by certified mail, return receipt requested or by a national overnight courier service such as, but not limited to, Federal Express. The burden of proving delivery will be on the sender.

24. DEADLINES. Buyer and Seller agree that Seller Disclosure Deadline, the Due Diligence Deadline and Settlement Deadline are as set forth in the Fundamental Terms, as modified by any Addendum hereto.

25. 1031 EXCHANGE. Each Party shall cooperate with the other Party in effecting an exchange under Code Section 1031; provided however, that the other Party's cooperation shall be conditioned on the following: (a) the exchange will be at no additional liability and cost to the other Party; (b) the exchange will not delay Settlement or Closing; and (c) the other Party shall not be required to acquire title to any proposed exchange properties to accommodate an exchange. The exchanging Party shall indemnify, defend and hold the other Party harmless from and against any and all claims, demands, costs and expenses which the other Party may sustain or incur resulting from the attempt by the exchanging Party to consummate the sale or acquisition of the Property as a Section 1031 exchange.

26. JOINT PREPARATION. The provisions of this PSA have been negotiated by all Parties hereto and should therefore not be interpreted or construed in favor of or with prejudice against any particular Party, but in accordance with the general tenor of the language used.

27. DEFINITIONS. Certain capitalized terms previously used in this PSA are defined above. In addition to those capitalized terms, the following capitalized terms shall have the following meanings:

"Agent" means Buyer's Agent or Seller's Agent, as applicable.

"Applicable Law" shall mean and include: any and all laws, rules, regulations or ordinances of any governmental authority having jurisdiction over a specified matter, as the same may be in effect from time to time, including, without limitation, any Environmental Law.

"Brokerage" means Buyer's Brokerage or Seller's Brokerage, as applicable.

"Business Day" shall mean any day other than a Saturday, Sunday, or legal holiday on which national banks in Utah are authorized by federal law to close.

"Code" shall mean the Internal Revenue Code of 1986, as amended, and the regulations issued thereunder.

"Counteroffer" means a Counteroffer signed by the Party making the Counteroffer to PSA, and to be attached to this PSA.

"Deed" means the form of Deed checked in the appropriate box on page 1 of this PSA in the Fundamental Terms.

"Due Diligence" means such investigations of and tests on or regarding the Property as Buyer deems necessary and appropriate.

"Effective Date" means the date both Seller and Buyer have executed this PSA and accepted Counteroffers and Addenda.

"Environmental Law" shall mean any federal, state, or local law, statute, ordinance, rule, or regulation pertaining to health, industrial hygiene, or the environmental conditions on or under the Property, or relating to releases, discharges, emissions, or disposals from the Property to air, water, soil, or groundwater, or relating to the withdrawal or use of groundwater, or relating to the use, handling, or disposal of polychlorinated biphenyls, asbestos, or urea formaldehyde, or relating to the treatment, disposal, storage, or management of Hazardous Materials or relating to the transportation, storage, disposal, or management, including, without limitation, the Comprehensive Environmental Response Compensation, and Liability Act of 1980, as amended, and the Resource Conservation and Recovery Act of 1976, as amended, and all rules, and regulations, published pursuant thereto or promulgated thereunder.

"Fundamental Terms" means the Fundamental Terms of Offer to Purchase set forth on page 1 of this PSA as modified by an accepted Counteroffer or Addendum.

"Hazardous Material" shall mean and include, without limitation: (a) those substances included within the definitions of "**hazardous substances**" and "**hazardous waste**" in any Environmental Law; and (b) any material, waste, or substance which is or contains asbestos, polychlorinated biphenyls, petroleum and its derivative by-products, and other explosive or radioactive materials.

"Knowledge" means the actual knowledge of a specified Person with the duty to investigate his or her files and records but without a duty of further inquiry.

"Monetary Liens" means each of the following to the extent arising by, through or under Seller: judgment liens, mortgages, deeds of trust, mechanic's liens, pre-construction liens, liens that secure the payment of money or credit, and liens or charges for delinquent taxes.

"Parties" means Seller and Buyer.

"Party" means Seller or Buyer.

"Person" means any natural individual human, any legal entity, a trust or the trustees of a trust acting in such capacity.

"Reference Date" means the date set forth in the Fundamental Terms on which the offer was prepared.

"Title Commitment" means a commitment issued by the Title Insurer for the Title Policy insuring the Owner's title in the Property in the full amount of the Purchase Price.

"Title Policy" means a standard 2006 ALTA Owner's Policy of Title Insurance issued by the Title Insurer.

OFFER AND TIME FOR ACCEPTANCE. Buyer offers to purchase the Property on the above terms and conditions. If Seller does not accept and deliver an acceptance of this Offer by 5:00 P.M. Mountain Time on _____, this Offer shall lapse, and the Buyer's Brokerage or Escrow Agent, as applicable, shall return the Earnest Money Deposit to Buyer.

If Buyer is an individual or individuals:

_____	_____	_____
(Signature of Buyer)	(Print Name of Buyer)	(Date)
_____	_____	_____
(Signature of Buyer)	(Print Name of Buyer)	(Date)

If Buyer is an entity:

_____ _____
(Print Name of Entity) (Date)

_____
(State of Formation and Type of Entity)

By:_____
(Signature of Authorized Signer)

Name:_____
(Print Name of Authorized Signer)

Its:_____
(Print Position of Signer)

EARNEST MONEY RECEIPT
(to be used if requested by Buyer or Seller)

The Buyer's Brokerage or Escrow Agent, as applicable, acknowledges receipt of the Earnest Money Deposit in the amount of $_____.

_____ (Date)

_____ (Print Name of Brokerage or Escrow Agent)

By:_____
(Signature above acknowledges receipt of Earnest Money Deposit)

Name:_____
(Print Name of Signer)

Its:_____
(Print Position of Signer)

ACCEPTANCE/COUNTEROFFER/REJECTION

CHECK ONE:

[ ] **ACCEPTANCE OF OFFER TO PURCHASE:** Seller accepts the foregoing offer on the terms and conditions specified above.

[ ] **COUNTEROFFER:** Seller presents for Buyer's acceptance the terms of Buyer's offer subject to the exceptions or modifications as specified in the attached Addendum No. _____.

[ ] **REJECTION**

If Seller is an individual or individuals:

_____	_____	_____
(Signature of Seller)	(Print Name of Seller)	(Date)
_____	_____	_____
(Signature of Seller)	(Print Name of Seller)	(Date)

If Seller is an entity:

_____ _____
(Print Name of Entity) (Date)

_____
(State of Formation and Type of Entity)

By:_____
(Signature of Authorized Signer)

Name:_____
(Print Name of Authorized Signer)

Its:_____
(Print Position of Signer)

DOCUMENT RECEIPT

State law requires Brokerage or Agent to furnish Buyer and Seller with copies of this PSA bearing all signatures. This document should be made part of the closing documents and signed prior to Settlement. (Fill in applicable Section below.)

A. I acknowledge receipt of a final copy of the foregoing PSA bearing all signatures:

_____	_____	_____
(Signature of Buyer's Authorized Signer)	(Print Name of Authorized Signer)	(Date)
_____	_____	_____
(Signature of Seller's Authorized Signer)	(Print Name of Authorized Signer)	(Date)

B. I personally caused a final copy of the foregoing PSA bearing all signatures to be **[ ] faxed [ ] Emailed [ ] mailed [ ] hand delivered** on _____ (Date), postage prepaid, to the **[ ] Seller [ ] Buyer.**

Sent/Delivered by (specify):_____

_____	_____	_____
(Signature)	(Print Name of Signer)	(Date)

ADDENDUM TO PURCHASE AGREEMENT No. 1

THIS IS AN ADDENDUM (the "Addendum") to that PURCHASE AND SALE AGREEMENT FOR COMMERCIAL REAL ESTATE (the "PSA") with a Reference Date of _____, including all other Addenda and Counteroffers thereto, between Buyer and Seller (as described in the Fundamental Terms) pertaining to the following Property:

a portion 67:235:0001

The following terms constitute an addendum (the "Addendum") to the specified terms in the PSA or identified Addendum.

1. Within 30 days of the date of the acceptance of this Agreement Buyer will create and submit to Seller for Seller's review and approval a final record of survey map and legal description of the Property. Buyer will obtain all governmental approvals and authorizations for the creation of the Property as a separate and distinct parcel. Seller agrees to cooperate with Buyer in the process of obtaining the governmental approvals and authorizations.
2. The closing of Buyer's purchase of the Property pursuant hereto is conditioned upon the simultaneous closing of Seller's purchase from Buyer of a 4 acre parcel of property (the "4 Acre Parcel") pursuant to a Purchase and Sale Agreement for Commercial Real Estate with respect to the 4 Acre Parcel executed at the same time as this Agreement.
3. Seller is purchasing the 4 Acre Parcel from Buyer at the purchase price of $22.90 per square foot. The amount that Buyer is paying Seller for the Property pursuant to this Agreement is approximately $4.77 per square foot. Seller deems that the actual per square foot value of the Property is the same as the per square foot value of the 4 Acre Parcel and is treating the difference between the purchase price paid by Buyer for the Property and the Seller's deemed value of the Property as a donation to the Buyer (Lehi City).
4. The Property is subject to a financing lien pursuant to a loan to Seller from UMB Bank. The sale of the Property to Buyer pursuant to this Agreement is conditioned upon Seller's being able to obtain a release of the lien from UMB Bank. If Seller is unsuccessful in obtaining a release of the lien from UMB Bank this Agreement will be deemed to be cancelled, Seller will cause the Earnest Money to be returned to Buyer, and Buyer and Seller will have no further rights or obligations pursuant to this Agreement.

To the extent the provisions of this Addendum modify or conflict with any provisions of the PSA and all other Addenda and Counteroffers, the provisions of this Addendum shall control. All other provisions of the PSA and all other Addenda and Counteroffers not modified by this Addendum shall remain in full force and effect.

Buyer or Seller shall have until 5:00 P.M. Mountain Time on _____ to accept or reject this Addendum.

◯ **Accept**

◯ **Reject**

_____ _____
(Signature of Buyer's Authorized Signatory) (Date)

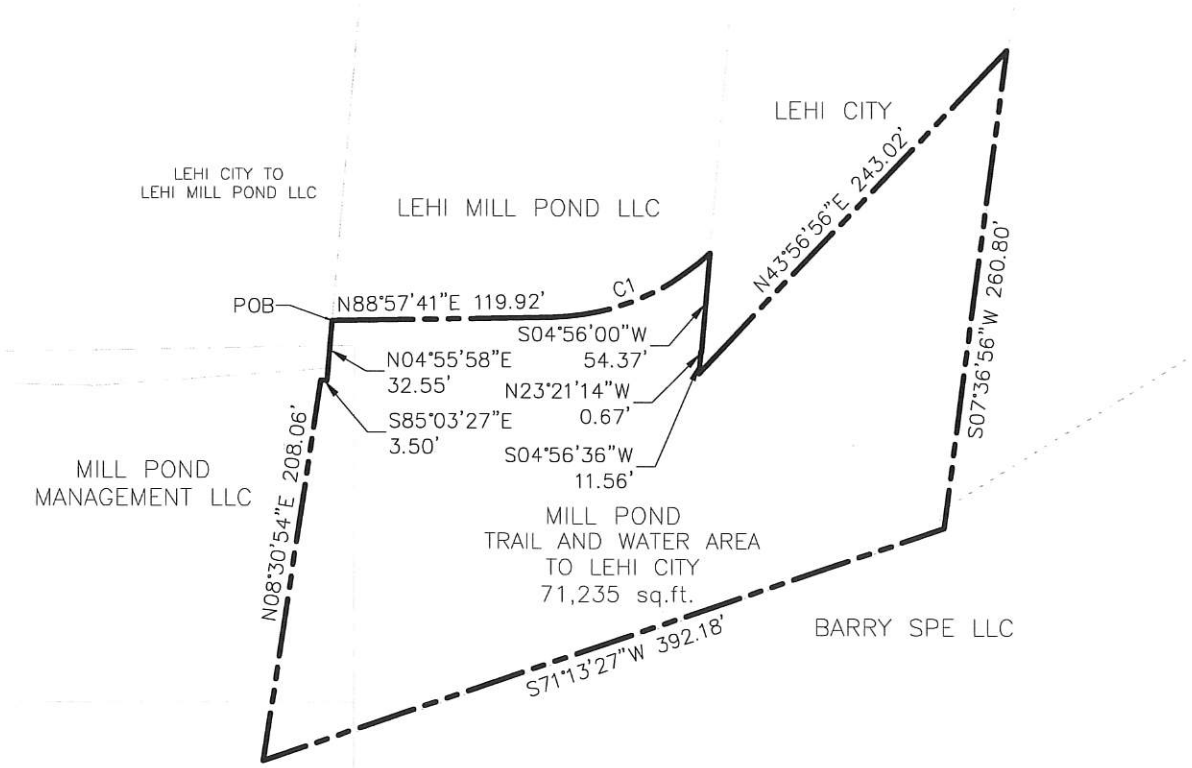
_____
[Printed name of signer]

_____ _____
(Signature of Seller's Authorized Signatory) (Date)

_____
[Printed name of signer]

Seller's Initials _____ **Date** _____ **Buyer's Initials** _____ **Date** _____

LEHI MILL POND LLC TO LEHI CITY TRAIL PROPERTY EXHIBIT 'A'

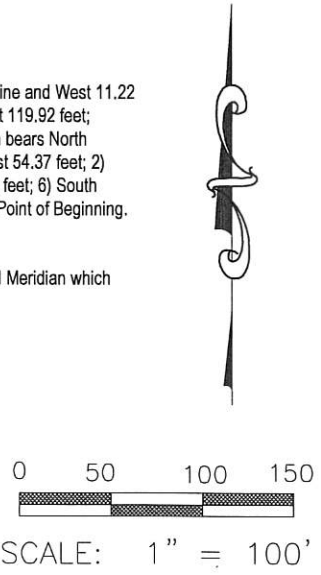


LEHI MILL POND LLC TO LEHI CITY DESCRIPTION

Beginning at a point on the New Star Commercial Development Subdivision which is North 00°07'50" West 1597.97 feet along the section line and West 11.22 feet from the Southeast Corner of Section 16, Township 5 South, Range 1 East, Salt Lake Base and Meridian: thence North 88°57'41" East 119.92 feet; thence Northeasterly 95.00 feet along the arc of a 130.00 foot radius curve to the left, through a central angle 41°52'13", the chord of which bears North 68°01'34" East 92.90 feet; thence along New Star Commercial Development Subdivision the following nine courses 1) South 04°56'00 West 54.37 feet; 2) North 23°21'14" West 0.67 feet; 3) South 04°56'36" West 11.56 feet; 4) North 43°56'56" East 243.02 feet; 5) South 07°36'56" West 260.80 feet; 6) South 71°13'27" West 392.18'; 7) North 08°30'54" East 208.06 feet; 8) South 85°03'27" East 3.50 feet; 9) North 04°55'58" East 32.55 feet to the Point of Beginning.

Basis of Bearing: from the Southeast corner to the East Quarter Corner of Section 16, Township 5 South, Range 1 East, Salt lake base and Meridian which bears North 00°07'50" West as per Utah County NAD 83 Township Plat Published 2021.

Curve Table					
Curve #	Length	Radius	Delta	Chord Bearing	Chord
C1	95.00	130.00	41°52'13"	N68°01'34"E	92.90



Agenda Item No: 8

City Council Agenda Item Report

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

Subject:
Consideration of Resolution #2026-24 approving a Real Estate Purchase Contract and Addendum #1 between Mill Pond Management LLC ("seller") and Lehi City ("buyer") located at approximately 801 South Mill Pond Road.

Suggested Action:

Attachments:

Res 2026-24

REPC for Land - Mill Pond Management, LLC

Addendum #1 to REPC for Land

LEHI CITY

RESOLUTION NO. 2026-24

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

WHEREAS, Mill Pond Management LLC is the sole owner in fee simple of 4 acres of real property located at approximately 801 South Mill Pond Road in the City of Lehi ("Property");

WHEREAS, Lehi City desires to purchase the Property from Mill Pond Management LLC; and

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

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

WHEREAS, after considering the facts and comments presented to the City Council, the Council finds: (i) that it should approve a Real Estate Purchase Contract for Land with Mill Pond Management LLC; 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 Real Estate Purchase Contract for Land between Lehi City and Mill Pond Management LLC attached hereto as Exhibit "A" is hereby approved and the Mayor is authorized to take all other such action as is necessary to make it effective.

2. This resolution shall take effect immediately.

Approved and Adopted by the City Council of Lehi City, Utah this 14th day of April, 2026.

LEHI CITY

_____

Paul Binns, Mayor

ATTEST

_____

Teisha Wilson, City Recorder

EXHIBIT “A”

REAL ESTATE PURCHASE CONTRACT FOR LAND

This is a legally binding Real Estate Purchase Contract ("REPC"). If you desire legal or tax advice, consult your attorney or tax advisor.

OFFER TO PURCHASE AND EARNEST MONEY DEPOSIT

On this April ____, 2026 ("Offer Reference Date") Lehi City ("Buyer") offers to purchase from Mill Pond Management, LLC ("Seller") the Property described below and **[ ] delivers to the Buyer's Brokerage with this offer, or [ ] agrees to deliver no later than four (4) calendar days after Acceptance (as defined in Section 23)**, Earnest Money in the amount of $0 in the form of N/A. After Acceptance of the REPC by Buyer and Seller, and receipt of the Earnest Money by the Brokerage, the Brokerage shall have four (4) calendar days in which to deposit the Earnest Money into the Brokerage Real Estate Trust Account.

Buyer's Brokerage N/A Phone: N/A

Received by: _____ on _____
(Signature above acknowledges receipt of Earnest Money) (Date)

OTHER PROVISIONS

1. PROPERTY: 4.00 acres of real property consisting of a portion of Parcel Nos. 13:016:0136 and 13:016:0137

also described as: _____

City of Lehi, County of Utah State of Utah, Zip 84043 (the "Property"). Any reference below to the term "Property" shall include the Property described above, together with the Included Items and water rights/water shares, if any, referenced in Sections 1.1, and 1.3.

1.1 Included Items. (specify) _____

1.2 Excluded Items. (specify) _____

1.3 Water Service. The Purchase Price for the Property shall include all water rights/water shares, if any, that are the legal source for Seller's current culinary water service and irrigation water service, if any, to the Property. The water rights/water shares will be conveyed or otherwise transferred to Buyer at Closing by applicable deed or legal instruments. The following water rights/ water shares, if applicable, are specifically excluded from this sale: All water rights are excluded from the sale, including without limitation Water Rights 55-3276,55-3594, 55-3277, 55-3286, 55-3588, and 55-3596.

2. PURCHASE PRICE. The Purchase Price for the Property is $4,000,000.00. Except as provided in this Section, the Purchase Price shall be paid as provided in Sections 2(a) through 2(d) below. Any amounts shown in 2(b) and 2(d) may be adjusted as deemed necessary by Buyer and the Lender.

$0.00 **(a) Earnest Money Deposit.** Under certain conditions described in the REPC, this deposit may become totally non-refundable.

$0.00 **(b) New Loan.** Buyer may apply for mortgage loan financing (the "Loan") on terms acceptable to Buyer.

$0.00 **(c) Seller Financing.** (see attached Seller Financing Addendum)

$4,000,000.00 **(d) Balance of Purchase Price in Cash at Settlement**

$4,000,000.00 **PURCHASE PRICE. Total of lines (a) through (d)**

3. SETTLEMENT AND CLOSING.

3.1 Settlement. Settlement shall take place no later than the Settlement Deadline referenced in Section 24(d), or as otherwise mutually agreed by Buyer and Seller in writing. "Settlement" shall occur only when all of the following have been completed: (a) Buyer and Seller have signed and delivered to each other or to the escrow/closing office all documents required by the REPC, by the Lender, by the title insurance and escrow/closing offices, by written escrow instructions (including any split closing instructions, if applicable), or by applicable law; (b) any monies required to be paid by Buyer or Seller under these documents

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(except for the proceeds of any new loan) have been delivered by Buyer or Seller to the other party, or to the escrow/closing office, in the form of cash, wire transfer, cashier's check, or other form acceptable to the escrow/closing office.

3.2 Prorations. All prorations, including, but not limited to, homeowner's association dues, property taxes for the current year, rents, and interest on assumed obligations, if any, shall be made as of the Settlement Deadline referenced in Section 24(d), unless otherwise agreed to in writing by the parties. Such writing could include the settlement statement. The provisions of this Section 3.2 shall survive Closing.

3.3 Greenbelt. If any portion of the Property is presently assessed as "Greenbelt" the payment of any roll-back taxes assessed against the Property shall be paid for by: **[✓]** Seller **[ ]** Buyer **[ ]** Split Equally Between Buyer and Seller **[ ]** Other (explain)

_____

3.4 Special Assessments. Any assessments for capital improvements as approved by the HOA (pursuant to HOA governing documents) or as assessed by a municipality or special improvement district, prior to the Settlement Deadline shall be paid for by: **[ ]** Seller **[✓]** Buyer **[ ]** Split Equally Between Buyer and Seller **[ ]** Other (explain) _____

_____

The provisions of this Section 3.4 shall survive Closing.

3.5 Fees/Costs/Payment Obligations. Unless otherwise agreed to in writing, Seller and Buyer shall each pay one-half (1/2) of the fee charged by the escrow/closing office for its services in the settlement/closing process. Tenant deposits (including any prepaid rents) shall be paid or credited by Seller to Buyer at Settlement. Buyer agrees to be responsible for homeowners' association and private and public utility service transfer fees, if any, and all utilities and other services provided to the Property after the Settlement Deadline. The escrow/closing office is authorized and directed to withhold from Seller's proceeds at Closing, sufficient funds to pay off on Seller's behalf all mortgages, trust deeds, judgments, mechanic's liens, tax liens and warrants. The provisions of this Section 3.5 shall survive Closing.

3.6 Closing. For purposes of the REPC, "Closing" means that: (a) Settlement has been completed; (b) the proceeds of any new loan have been delivered by the Lender to Seller or to the escrow/closing office; and (c) the applicable Closing documents have been recorded in the office of the county recorder. The actions described in 3.6 (b) and (c) shall be completed within four calendar days after Settlement.

4. POSSESSION. Seller shall deliver physical possession of the Property to Buyer as follows: **[✓] Upon Closing;**
[ ] ____ Hours after Closing; [ ] ____ Calendar Days after Closing; [ ] Other (explain)

_____

Any contracted rental of the Property prior to or after Closing, between Buyer and Seller, shall be by separate written agreement. Seller and Buyer shall each be responsible for any insurance coverage each party deems necessary for the Property. Seller agrees to deliver the Property to Buyer free of debris and personal belongings. The provisions of this Section 4 shall survive Closing.

5. CONFIRMATION OF AGENCY DISCLOSURE. Buyer and Seller acknowledge prior written receipt of agency disclosure provided by their respective agent that has disclosed the agency relationships confirmed below. At the signing of the REPC:

Seller's Agent N/A, represents **[ ] Seller [ ] both Buyer and Seller as a Limited Agent;**

Seller's Brokerage N/A, represents **[ ] Seller [ ] both Buyer and Seller as a Limited Agent;**

Buyer's Agent N/A, represents **[ ] Buyer [ ] both Buyer and Seller as a Limited Agent;**

Buyer's Brokerage N/A, represents **[ ] Buyer [ ] both Buyer and Seller as a Limited Agent.**

6. TITLE & TITLE INSURANCE.

6.1 Title to Property. Seller represents that Seller has fee title to the Property and will convey marketable title to the Property to Buyer at Closing by general warranty deed. Buyer does agree to accept title to the Property subject to the contents of the Commitment for Title Insurance (the "Commitment") provided by Seller under Section 7, and as reviewed and approved by Buyer under Section 8. Buyer also agrees to accept title to the Property subject to any existing leases rental and property management agreements affecting the Property not expiring prior to Closing which were provided to Buyer pursuant to Section 7(e). The provisions of this Section 6.1 shall survive Closing.

6.2 Title Insurance. At Settlement, Seller agrees to pay for and cause to be issued in favor of Buyer, through the title insurance agency that issued the Commitment, the most current version of an ALTA standard coverage owner's policy of title insurance. Any additional title insurance coverage desired by Buyer shall be at Buyer's expense.

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7. SELLER DISCLOSURES. No later than the Seller Disclosure Deadline referenced in Section 24(a), Seller shall provide to Buyer the following documents in hard copy or electronic format which are collectively referred to as the "Seller Disclosures":

(a) a written Seller Property Condition Disclosure (Land) for the Property, completed, signed and dated by Seller as provided in Section10.2;

(b) a Commitment for Title Insurance as referenced in Section 6.1;

(c) a copy of any restrictive covenants (CC&R's), rules and regulations affecting the Property;

(d) a copy of the most recent minutes, budget and financial statement for the homeowners' association, if any;

(e) a copy of any lease, rental, and property management agreements affecting the Property not expiring prior to Closing;

(f) evidence of any water rights and/or water shares referenced in Section 1.3;

(g) written notice of any claims and/or conditions known to Seller relating to environmental problems; and violation of any CC&R's, federal, state or local laws, and building or zoning code violations; and

(h) Other (specify) _____

8. BUYER'S CONDITIONS OF PURCHASE.

8.1 DUE DILIGENCE CONDITION. Buyer's obligation to purchase the Property: **[ ] IS [✓] IS NOT** conditioned upon Buyer's Due Diligence as defined in this Section 8.1(a) below. This condition is referred to as the "Due Diligence Condition." If checked in the affirmative, Sections 8.1(a) through 8.1(c) apply; otherwise they do not.

(a) Due Diligence Items. Buyer's Due Diligence shall consist of Buyer's review and approval of the contents of the Seller Disclosures referenced in Section 7, and any other tests, evaluations and verifications of the Property deemed necessary or appropriate by Buyer, such as: the physical condition of the Property; the existence of any hazardous substances, environmental issues or geologic conditions; the square footage or acreage of the Property; the costs and availability of flood insurance, if applicable; water source, availability and quality; the location of property lines; regulatory use restrictions or violations; fees for services such as HOA dues, municipal services, and utility costs; convicted sex offenders residing in proximity to the Property; and any other matters deemed material to Buyer in making a decision to purchase the Property. Unless otherwise provided in the REPC, all of Buyer's Due Diligence shall be paid for by Buyer and shall be conducted by individuals or entities of Buyer's choice. Seller agrees to cooperate with Buyer's Due Diligence. Buyer agrees to pay for any damage to the Property resulting from any such inspections or tests during the Due Diligence.

(b) Buyer's Right to Cancel or Resolve Objections. If Buyer determines, in Buyer's sole discretion, that the results of the Due Diligence are unacceptable, Buyer may either: (i) no later than the Due Diligence Deadline referenced in Section 24(b), cancel the REPC by providing written notice to Seller, whereupon the Earnest Money Deposit shall be released to Buyer without the requirement of further written authorization from Seller; or (ii) no later than the Due Diligence Deadline referenced in Section 24(b), resolve in writing with Seller any objections Buyer has arising from Buyer's Due Diligence.

(c) Failure to Cancel or Resolve Objections. If Buyer fails to cancel the REPC or fails to resolve in writing any objections Buyer has arising from Buyer's Due Diligence, as provided in Section 8.1(b), Buyer shall be deemed to have waived the Due Diligence Condition.

8.2 APPRAISAL CONDITION. Buyer's obligation to purchase the Property: **[ ] IS [✓] IS NOT** conditioned upon the Property appraising for not less than the Purchase Price. This condition is referred to as the "Appraisal Condition." If checked in the affirmative, Sections 8.2(a) and 8.2(b) apply; otherwise they do not.

(a) Buyer's Right to Cancel. If after completion of an appraisal by a licensed appraiser, Buyer receives written notice from the Lender or the appraiser that the Property has appraised for less than the Purchase Price (a "Notice of Appraised Value"), Buyer may cancel the REPC by providing written notice to Seller (with a copy of the Notice of Appraised Value) no later than the Financing & Appraisal Deadline referenced in Section 24(c); whereupon the Earnest Money Deposit shall be released to Buyer without the requirement of further written authorization from Seller.

(b) Failure to Cancel. If the REPC is not cancelled as provided in this section 8.2(a), Buyer shall be deemed to have waived the Appraisal Condition.

8.3 FINANCING CONDITION. Buyer's obligation to purchase the property: **[ ] IS [✓] IS NOT** conditioned upon Buyer obtaining the Loan referenced in Section 2(b). This condition is referred to as the "Financing Condition." If checked in the affirmative, Sections 8.3(a) and 8.3(b) apply; otherwise they do not. If the Financing Condition applies, Buyer agrees to work diligently and in good faith to obtain the Loan.

(a) Buyer's Right to Cancel Before the Financing & Appraisal Deadline. If Buyer, in Buyer's sole discretion, is not satisfied with the terms and conditions of the Loan, Buyer may cancel the REPC by providing written notice to Seller no later than the Financing & Appraisal Deadline referenced in Section 24(c); whereupon the Earnest Money Deposit shall be released to Buyer without the requirement of further written authorization from Seller.

(b) Buyer's Right to Cancel After the Financing & Appraisal Deadline. If after expiration of the Financing & Appraisal Deadline referenced in Section 24(c), Buyer fails to obtain the Loan, meaning that the proceeds of the Loan have not been delivered by the Lender to Seller or to the escrow/closing office as required under Section 3.6 of the REPC, then Buyer or Seller may cancel the REPC by providing written notice to the other party; whereupon the Earnest Money Deposit, or Deposits, if applicable (see Section 8.4 below), shall be released to Seller without the requirement of further written authorization from Buyer.

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In the event of such cancellation, Seller agrees to accept as Seller's exclusive remedy, the Earnest Money Deposit, or Deposits, if applicable, as liquidated damages. Buyer and Seller agree that liquidated damages would be difficult and impractical to calculate, and the Earnest Money Deposit, or Deposits, if applicable, is a fair and reasonable estimate of Seller's damages in the event Buyer fails to obtain the Loan.

8.4 ADDITIONAL EARNEST MONEY DEPOSIT. If the REPC has not been previously cancelled by Buyer as provided in Sections 8.1, 8.2 or 8.3(a), then no later than the Due Diligence Deadline referenced in Section 24(b), or the Financing & Appraisal Deadline referenced in Section 24(c), whichever is later, Buyer: **[ ] WILL [✓] WILL NOT** deliver to the Buyer's Brokerage, an Additional Earnest Money Deposit in the amount of $_____. The Earnest Money Deposit and the Additional Earnest Money Deposit, if applicable, are sometimes referred to herein as the "Deposits". The Earnest Money Deposit, or Deposits, if applicable, shall be credited toward the Purchase Price at Closing.

9. ADDENDA. There **[✓] ARE [ ] ARE NOT** addenda to the REPC containing additional terms. If there are, the terms of the following addenda are incorporated into the REPC by this reference: **[✓] Addendum No.** 1 **[ ] Seller Financing Addendum [ ] Other (specify)** _____

_____

10. AS-IS CONDITION OF PROPERTY.

10.1 Condition of Property/Buyer Acknowledgements. Buyer acknowledges and agrees that in reference to the physical condition of the Property: (a) Buyer is purchasing the Property in its "As-Is" condition without expressed or implied warranties of any kind; (b) Buyer shall have, during Buyer's Due Diligence as referenced in Section 8.1, an opportunity to completely inspect and evaluate the condition of the Property; and (c) if based on the Buyer's Due Diligence, Buyer elects to proceed with the purchase of the Property, Buyer is relying wholly on Buyer's own judgment and that of any contractors or inspectors engaged by Buyer to review, evaluate and inspect the Property.

10.2 Condition of Property/Seller Acknowledgements. Seller acknowledges and agrees that in reference to the physical condition of the Property, Seller agrees to: (a) disclose in writing to Buyer defects in the Property known to Seller that materially affect the value of the Property that cannot be discovered by a reasonable inspection by an ordinary prudent Buyer; (b) carefully review, complete, and provide to Buyer a written Seller Property Condition Disclosure (Land) as stated in Section 7(a); and (c) deliver the Property to Buyer in substantially the same general condition as it was on the date of Acceptance, as defined in Section 23. The provisions of Sections 10.1 and 10.2 shall survive Closing.

11. FINAL PRE-SETTLEMENT INSPECTION.

11.1 Pre-Settlement Inspection. At any time prior to Settlement, Buyer may conduct a final pre-Settlement inspection of the Property to determine only that the Property is "as represented", meaning that the items referenced in Sections 1.1, 1.3 and 8.1(b)(ii) ("the items") are respectively present, repaired or corrected as agreed. The failure to conduct a pre-Settlement inspection or to claim that an item is not as represented shall not constitute a waiver by Buyer of the right to receive, on the date of possession, the items as represented. If the items are not as represented, Seller agrees to cause all applicable items to be corrected, repaired or replaced (the "Work") prior to the Settlement Deadline referenced in Section 24(d).

11.2 Escrow to Complete the Work. If, as of Settlement, the Work has not been completed, then Buyer and Seller agree to withhold in escrow at Settlement a reasonable amount agreed to by Seller, Buyer (and Lender, if applicable), sufficient to pay for completion of the Work. If the Work is not completed within thirty (30) calendar days after the Settlement Deadline, the amount so escrowed may, subject to Lender's approval, be released to Buyer as liquidated damages for failure to complete the Work. The provisions of this Section 11.2 shall survive Closing.

12. CHANGES DURING TRANSACTION. Seller agrees that from the date of Acceptance until the date of Closing, none of the following shall occur without the prior written consent of Buyer: (a) no changes in any leases, rental or property management agreements shall be made; (b) no new lease, rental or property management agreements shall be entered into; (c) no substantial alterations or improvements to the Property shall be made or undertaken; (d) no further financial encumbrances to the Property shall be made, and (e) no changes in the legal title to the Property shall be made.

13. AUTHORITY OF SIGNERS. If Buyer or Seller is a corporation, partnership, trust, estate, limited liability company or other entity, the person signing the REPC on its behalf warrants his or her authority to do so and to bind Buyer and Seller.

14. COMPLETE CONTRACT. The REPC together with its addenda, any attached exhibits, and Seller Disclosures (collectively referred to as the "REPC"), constitutes the entire contract between the parties and supersedes and replaces any and all prior negotiations, representations, warranties, understandings or contracts between the parties whether verbal or otherwise. The REPC cannot be changed except by written agreement of the parties.

15. MEDIATION. Any dispute relating to the REPC arising prior to or after Closing: **[ ] SHALL [✓] MAY AT THE OPTION OF THE PARTIES** first be submitted to mediation. Mediation is a process in which the parties meet with an impartial person who helps to resolve the dispute informally and confidentially. Mediators cannot impose binding decisions. The parties to the dispute

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must agree before any settlement is binding. The parties will jointly appoint an acceptable mediator and share equally in the cost of such mediation. If mediation fails, the other procedures and remedies available under the REPC shall apply. Nothing in this Section 15 prohibits any party from seeking emergency legal or equitable relief, pending mediation. The provisions of this Section 15 shall survive Closing.

16. DEFAULT.

16.1 Buyer Default. If Buyer defaults, Seller may elect one of the following remedies: (a) cancel the REPC and retain the Earnest Money Deposit, or Deposits, if applicable, as liquidated damages; (b) maintain the Earnest Money Deposit, or Deposits, if applicable, in trust and sue Buyer to specifically enforce the REPC; or (c) return the Earnest Money Deposit, or Deposits, if applicable, to Buyer and pursue any other remedies available at law.

16.2 Seller Default. If Seller defaults, Buyer may elect one of the following remedies: (a) cancel the REPC, and in addition to the return of the Earnest Money Deposit, or Deposits, if applicable, Buyer may elect to accept from Seller, as liquidated damages, a sum equal to the Earnest Money Deposit, or Deposits, if applicable; or (b) maintain the Earnest Money Deposit, or Deposits, if applicable, in trust and sue Seller to specifically enforce the REPC; or (c) accept a return of the Earnest Money Deposit, or Deposits, if applicable, and pursue any other remedies available at law. If Buyer elects to accept liquidated damages, Seller agrees to pay the liquidated damages to Buyer upon demand.

17. ATTORNEY FEES AND COSTS/GOVERNING LAW. In the event of litigation or binding arbitration to enforce the REPC, the prevailing party shall be entitled to costs and reasonable attorney fees. However, attorney fees shall not be awarded for participation in mediation under Section 15. This contract shall be governed by and construed in accordance with the laws of the State of Utah. The provisions of this Section 17 shall survive Closing.

18. NOTICES. Except as provided in Section 23, all notices required under the REPC must be: (a) in writing; (b) signed by the Buyer or Seller giving notice; and (c) received by the Buyer or the Seller, or their respective agent, or by the brokerage firm representing the Buyer or Seller, no later than the applicable date referenced in the REPC.

19. NO ASSIGNMENT. The REPC and the rights and obligations of Buyer hereunder, are personal to Buyer. The REPC may not be assigned by Buyer without the prior written consent of Seller. Provided, however, the transfer of Buyer's interest in the REPC to any business entity in which Buyer holds a legal interest, including, but not limited to, a family partnership, family trust, limited liability company, partnership, or corporation (collectively referred to as a "Permissible Transfer"), shall not be treated as an assignment by Buyer that requires Seller's prior written consent. Furthermore, the inclusion of "and/or assigns" or similar language on the line identifying Buyer on the first page of the REPC shall constitute Seller's written consent only to a Permissible Transfer.

20. INSURANCE & RISK OF LOSS.

20.1 Insurance Coverage. As of Closing, Buyer shall be responsible to obtain such casualty and liability insurance coverage on the Property in amounts acceptable to Buyer and Buyer's Lender, if applicable.

20.2 Risk of Loss. If prior to Closing, any part of the Property is damaged or destroyed by fire, vandalism, flood, earthquake, or act of God, the risk of such loss or damage shall be borne by Seller; provided however, that if the cost of repairing such loss or damage would exceed ten percent (10%) of the Purchase Price referenced in Section 2, Buyer may elect to either: (i) cancel the REPC by providing written notice to the other party, in which instance the Earnest Money, or Deposits, if applicable, shall be returned to Buyer; or (ii) proceed to Closing, and accept the Property in its "As-Is" condition.

21. TIME IS OF THE ESSENCE. Time is of the essence regarding the dates set forth in the REPC. Extensions must be agreed to in writing by all parties. Unless otherwise explicitly stated in the REPC: (a) performance under each Section of the REPC which references a date shall absolutely be required by 5:00 PM Mountain Time on the stated date; and (b) the term "days" and "calendar days" shall mean calendar days and shall be counted beginning on the day following the event which triggers the timing requirement (e.g. Acceptance). Performance dates and times referenced herein shall not be binding upon title companies, lenders, appraisers and others not parties to the REPC, except as otherwise agreed to in writing by such non-party.

22. ELECTRONIC TRANSMISSION AND COUNTERPARTS. Electronic transmission (including email and fax) of a signed copy of the REPC, any addenda and counteroffers, and the retransmission of any signed electronic transmission shall be the same as delivery of an original. The REPC and any addenda and counteroffers may be executed in counterparts.

23. ACCEPTANCE. "Acceptance" occurs **only** when **all** of the following have occurred: (a) Seller or Buyer has signed the offer or counteroffer where noted to indicate acceptance; and (b) Seller or Buyer or their agent has communicated to the other party or to the other party's agent that the offer or counteroffer has been signed as required.

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24. CONTRACT DEADLINES. Buyer and Seller agree that the following deadlines shall apply to the REPC:

(a) Seller Disclosure Deadline 7 days of Acceptance (Date)

(b) Due Diligence Deadline N/A (Date)

(c) Financing & Appraisal Deadline N/A (Date)

(d) Settlement Deadline 14 days of Acceptance (Date)

25. OFFER AND TIME FOR ACCEPTANCE. Buyer offers to purchase the Property on the above terms and conditions. If Seller does not accept this offer by: 5 : 00 **[✓] AM [ ] PM** Mountain Time on _____ (Date), this offer shall lapse; and the Brokerage shall return any Earnest Money Deposit to Buyer.

(Buyer's Signature) (Offer Date) (Buyer's Signature) (Offer Date)

Lehi City

(Buyer's Names) **(PLEASE PRINT)** (Notice Address) (Zip Code) (Phone)

(Buyer's Names) **(PLEASE PRINT)** (Notice Address) (Zip Code) (Phone)

ACCEPTANCE/COUNTEROFFER/REJECTION

CHECK ONE:

[✓] ACCEPTANCE OF OFFER TO PURCHASE: Seller Accepts the foregoing offer on the terms and conditions specified above.

[ ] COUNTEROFFER: Seller presents for Buyer's Acceptance the terms of Buyer's offer subject to the exceptions or modifications as specified in the attached ADDENDUM NO. _____.

[ ] REJECTION: Seller rejects the foregoing offer.

(Seller's Signature) (Date) (Time) (Seller's Signature) (Date) (Time)

Mill Pond Management, LLC P.O. Box 500, Lehi, UT 84043

(Seller's Names) **(PLEASE PRINT)** (Notice Address) (Zip Code) (Phone)

(Seller's Names) **(PLEASE PRINT)** (Notice Address) (Zip Code) (Phone)

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Addendum #1
To
Real Estate Purchase Contract for Land

This is an addendum to that Real Estate Purchase Contract for Land (the "Contract") with an Offer Reference Date of April ___, 2026, between Lehi City, as Buyer, and Mill Pond Management, LLC, as Seller, regarding the Property. The following terms are hereby incorporated as part of the Contract:

A. **Legal Description of Property**. The Property consists of a portion of Parcel Nos. 13:016:0136 and 13:016:0137 and depicted as Parcels 3 and 4 on Exhibit A attached hereto, and more particularly described on Exhibit B, attached hereto.

B. **Title Company**. Matt Wirth with One Republic Title located at 3900 North Traverse Mountain Boulevard, Suite 201, Lehi, Utah (the "Title Company"), will be responsible for all title work, issuance of title insurance and handling of all settlement and closing matters involved in this transaction. Buyer and Seller agree to execute such escrow and title documents as are reasonably required by the Title Company to consummate the transaction.

C. **Title Insurance**. The title insurance to be provided by Seller under Section 6.2 of the Contract shall be a standard-coverage owner's policy insuring Buyer in the amount of the Purchase Price. Buyer may elect to obtain a full-coverage extended ALTA policy of title insurance. If Buyer elects to obtain a full-coverage extended ALTA policy of insurance, the cost of this coverage (including the ALTA survey), above that of the standard-coverage owner's policy, shall be paid for at Closing by Buyer.

D. **Seller Disclosures**. Notwithstanding any provision to the contrary in the Contract, (1) the Seller Property Condition Disclosure (Land) for the Property referred to in Section 7(a) and Section 10.2 of the Contract will not be provided by the Seller, (2) the Seller will not provide the documents listed in Sections 7(b), (c), (d), (e), (f) or (g) of the Contract, and (3) notwithstanding Section 10.2(a) of the Contract, Seller will not make any disclosures to Buyer regarding the condition of the Property or defects of the Property.

E. **Condition of Property**. The Buyer agrees to accept the Property at Closing in its present condition, AS IS, including latent defects, without any representations or warranties from the Seller, expressed or implied, including without limitation, representations and warranties related to: (1) the condition of the Property, and (2) compliance of the Property with laws and ordinances (including environmental laws). Buyer agrees that Buyer has ascertained, from sources other than Seller, all applicable zoning, building, housing and other regulatory ordinances and laws, and that Buyer accepts the Property with full awareness of these ordinances and laws as they may affect the present use or any intended future use of the Property. Seller has made no representations with respect to such laws or ordinances. Seller will not make any disclosures of defects to Buyer.

 Buyer's Initials _____ Date _____ Seller's Initials _____ Date _____
Seller's Initials _____ Date _____

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Buyer agrees to purchase and accept the Property subject to all liens, claims, encumbrances, obligations, and liabilities of any kind, whether known or unknown, except for monetary liens of record that are due and payable at Closing. Seller shall cause all such monetary liens to be paid, discharged, and released at or before Closing.

F. **Agents**. The parties acknowledge that there are no brokers or agents representing either Buyer or Seller in this transaction. The parties acknowledge that Marc A. Austin, attorney at law, is legal counsel for the Seller and not the Buyer. Each party shall be responsible for payment of any fees or commissions to their own agents, attorneys, accountants or advisors.

G. **Taxes and Fees**. Buyer shall pay all real property taxes assessed on the Property before and after closing, including real property taxes for 2026. No proration of taxes will occur for 2025.

H. **Construction of Water Line**. Buyer shall pay all costs, including labor, materials, and supplies, to construct a 12-inch irrigation water line and 10-inch culinary water line that will extend across the southwest side of Parcel 3 to the west side of Parcel 8, as such parcels are depicted on Exhibit A. The Parties agree that such work shall be completed within two (2) years of the Closing Date.

I. **Access Easements**. Buyer will execute easement agreements granting to Seller (or its successor in interest) 30 foot permanent easements for ingress and egress across the Property as follows: (1) access to Parcel 6 across the trail corridor on the north portion of Parcel 3, (2) access to Parcel 8 across the southwest portion of Parcel 3, and (3) access to Parcel 7 across the trail corridor on the southeast portion of Parcel 3, as such parcels are depicted on Exhibit A. Additionally, Buyer agrees to grant Seller (or its successor in interest) temporary, non-exclusive construction easements over portions of Parcel 3 reasonably necessary for the construction, grading, installation of utilities, and related improvements on Parcels 6, 7, and 8. The Parties agree to cooperate in determining the actual locations of all such easements.

J. **Removal of Equipment**. The Peck Family will be responsible for removing all of their equipment pertaining to the well and water pumping system and any and all existing structures, building, etc. located on Parcel 3 of the Property no later than 90 days after Closing.

K. **Further Assurances**. Each party agrees to perform any further acts and to execute and deliver such further documents which may be reasonably necessary to carry out the terms of this Contract

L. **Abrogation**. The provisions of this Addendum shall survive closing.

M. **Entire Agreement**. The Contract and this Addendum constitute the sole and entire agreement of the parties to the Contract with respect to the sale of the Property and

supersede all prior and contemporaneous understandings and agreements, both written and oral, with respect to the subject matter.

To the extent the terms of this Addendum modify or conflict with any provisions of the Contract, including all prior addenda and counteroffers, these terms shall control. All other terms of the Contract, including all prior addenda and counteroffers not modified by this Addendum, shall remain the same. Buyer shall have until 5:00 p.m. Mountain Time on March ____, 2026, to accept the terms of this Addendum in accordance with the provisions of Section 23 of the Contract. Unless so accepted, the offer as set forth in this Addendum shall lapse.

BUYER:	SELLER:
LEHI CITY	MILL POND MANAGEMENT, LLC
By:_____	By:_____
Name:_____	Cole T. Peck, Manager
Title:_____	
	By:_____
	Clay Peck, Manager

Check one:

☒ Seller hereby accepts the terms of this Addendum.
☐ Seller presents as a counteroffer the terms of attached Addendum Number _____ .
☐ Seller rejects the foregoing Addendum.

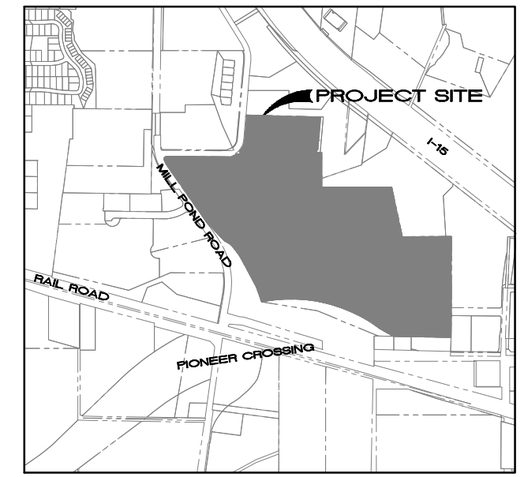
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EXHIBIT A
TO
ADDENDUM #1
TO
REAL ESTATE PURCHASE CONTRACT FOR LAND

Map of Parcels 1 and 2

(see attached)

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VICINITY MAP
NTS

MILL POND DRIVE
MILL POND ROAD
P.O.B. PARCEL 6
PROPOSED PROPERTY LINE
MILL POND MANAGEMENT SWD ENTRY NO. 151072:2020
OVERLAP LEHI CITY WITH MILL POND MANAGEMENT LLC
N89°31'09"E 41.65'
S89°34'10"W 375.18'
S88°37'07"E 106.49'
N85°44'03"E 141.36'
LEHI CITY LINE WD ENTRY NO. 46567:1987
N61°24'25"E 144.79'
S61°24'25"W 121.05'
S40°51'28"W 68.83'
OVERLAP WITH NEW STAR COMMERCIAL DEVELOPMENT SUBDIVISION PLAT
6,400 sq.ft.
0.147 acre
S00°07'50"E 258.44'
PARCEL 6
51,078 sq.ft.
1.17 acre
S27°48'01"E 294.64'
N24°57'45"W 318.57'
N27°58'52"E 59.50'
N34°55'53"W 93.70'
MILL POND WAREHOUSE LLC
TAX ID: 13:016:0135
MILL POND MANAGEMENT LLC
TAX ID: 13:016:0136
N89°53'01"E 562.82'
S12°06'56"E 409.20'
MILL POND APARTMENTS PLAT "A"
TAX ID: 67:008:0002
MILL POND MANAGEMENT LLC
TAX ID: 13:016:0137
PARCEL 1
802,084 sq.ft.
18.41 acre
S32°23'07"E 406.07'
S32°23'07"E 329.90'
N89°53'01"E 20.03'
N89°53'01"E 45.96'
S03°22'20"E 10.03'
S22°14'58"E 2.60'
N89°53'01"E 396.00'
N89°53'01"E 330.01'
N03°22'20"W 11.17'
PARCEL 7
103,869 sq.ft.
2.38 acre
N22°14'58"W 2.60'
S01°34'51"W 161.70'
S72°44'22"E 86.22'
N27°37'58"E 97.99'
S27°37'58"W 97.99'
S38°09'48"W 54.54'
N32°34'08"E 66.43'
N72°44'22"W 86.22'
S32°34'08"W 66.43'
S47°31'26"W 26.70'
N47°31'26"E 26.70'
S62°43'11"W 210.17'
S74°02'38"W 138.32'
N60°24'46"E 105.56'
N65°14'16"E 95.52'
S65°14'16"W 95.52'
S60°24'46"W 104.72'
S74°24'03"W 106.27'
S73°27'38"W 84.16'
MILL POND APARTMENTS PLAT "A" TAX ID 67:008:0006
S00°09'02"W 812.61'
N39°47'19"E 18.82'
WEST 270.91'
P.O.B. PARCEL 5
PARCEL 5
27,028 sq.ft.
0.62 acre
S01°57'37"E 87.01'
S01°57'37"E 35.02'
N39°47'19"E 21.80'
N33°34'14"W 497.56'
N33°34'14"W 475.05'
PARCEL 4
6,799 sq.ft.
0.16 acre
PARCEL 2
84,252 sq.ft.
1.93 acre
N28°27'24"W 47.47'
N28°27'24"W 47.08'
EAST 56.19'
PARCEL 3
167,447 sq.ft.
3.84 acre
N28°51'21"W 151.92'
N19°23'41"W 129.68'
S12°52'42"E 23.17'
N67°13'32"W 49.25'
S88°17'11"W 186.28'
N88°08'45"W 89.53'
P.O.B. PARCEL 2
P.O.B. PARCEL 4
S71°38'29"E 22.70'
P.O.B. PARCEL 1
S79°01'19"E 157.77'
S71°38'29"E 62.95'
N00°43'21"E 104.35'
P.O.B. PARCEL 7
38.21'
61.22'
S83°20'28"E 44.97'
S73°27'38"W 99.43'
S18°42'22"W 109.66'
P.O.B. PARCEL 3
P.O.B. PARCEL 8
MILL POND MANAGEMENT LLC
TAX ID: 13:016:0137
PARCEL 8
369,397 sq.ft.
8.48 acre
C50
C34
N59°44'28"W 122.50'
N88°57'52"W 468.03'
PIONEER CROSSING
FOUND BRASS CAP 1928 SOUTH QUARTER CORNER SECTION 16, TOWNSHIP 5 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN
FOUND BRASS CAP 2010 SOUTHEAST CORNER SECTION 16, TOWNSHIP 5 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN
FOUND BRASS CAP 2010 SOUTH QUARTER CORNER SECTION 15, TOWNSHIP 5 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN
BASIS OF BEARING SECTION LINE N89°51'11"W MEASURED 2646.24' (NAD 83 BEARING UTAH COUNTY PUBLISHED 2021)
SECTION LINE S89°53'12"W MEASURED 2659.81' (NAD 83 BEARING UTAH COUNTY PUBLISHED 2021)
C1 C2 C3 C4 C5 C6 C7 C8 C9 C10 C11 C12 C13 C14 C15 C16 C17 C18 C19 C20 C21 C22 C23 C24 C25 C26 C27 C28 C29 C30 C31 C32 C33 C35 C36 C37 C38 C39 C40 C41 C42 C43 C44 C45 C46 C47 C48 C49

0 100 200 300
SCALE: 1" = 100'

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

MILLPOND MANAGEMENT LLC PROPOSED DESCRIPTIONS

SCALE: 1" = 100'

MILL POND MANAGEMENT LLC

PARCEL 1

Beginning at point which is North 89°51'11" West 27.98 feet along the section line and North 497.24 feet from the Southeast Corner of Section 16, Township 5 South, Range 1 East, Salt Lake Base and Meridian; thence North 33°34'14" West 497.58 feet; thence Northeasterly 29.42 feet along the arc of a non-tangent 30 foot radius curve to the left, through a central angle 56°11'45", the chord of which bears North 04°17'15" West 28.26 feet; thence North 32°23'07" West 406.07 feet; thence Northeasterly 45.27 feet along the arc of a 30 foot radius curve to the right, through a central angle 86°28'05", the chord of which bears North 18°16'18" East 41.10 feet; thence Northeasterly 58.51 feet along the arc of a 100 foot radius curve to the left, through a central angle 33°31'28", the chord of which bears North 44°44'36" East 57.68 feet; thence North 27°58'52" East 59.50 feet; thence Northeasterly 22.44 feet along the arc of a 100 foot radius curve to the right, through a central angle 12°51'24", the chord of which bears North 34°24'34" East 22.39 feet; thence North 40°50'16" East 66.64 feet; thence Northeasterly 35.90 feet along the arc of a 100 foot radius curve to the right, through a central angle 20°34'09", the chord of which bears North 51°07'20" East 35.71 feet; thence North 61°24'25" East 121.05 feet; thence South 88°37'07" East 106.49 feet; thence North 85°44'03" East 141.36 feet; thence South 00°07'50 East 266.84 feet; thence along MILLPOND APARTMENTS PLAT "A" the following two courses 1) North 89°53'01" East 562.82 feet; 2) South 12°06'56" East 409.20 feet; thence South 01°34'51" West 161.70 feet; thence South 38°09'48" West 54.54 feet; thence South 62°43'11" West 210.17 feet; thence South 74°02'38" West 138.32 feet; thence South 00°43'21" West 104.35 feet; thence South 73°27'38" West 38.21 feet; thence Westerly 40.49 feet along the arc of a 100 foot radius curve to the right, through a central angle 23°11'54", the chord of which bears South 85°03'35" West 40.21 feet; thence North 83°20'28" West 44.97 feet; thence North 79°01'19" West 157.77 feet; thence North 71°38'29" West 40.25 feet to the point of beginning.

Parcel contains: 18.41 acres

MILL POND MANAGEMENT LLC

PARCEL 2

Beginning at point which is North 89°51'11" West 49.53 feet along the section line and North 504.33 feet from the Southeast Corner of Section 16, Township 5 South, Range 1 East, Salt Lake Base and Meridian; thence North 88°08'45" West 89.53 feet; thence South 88°17'11" West 186.28 feet; thence North 67°13'32" West 49.25 feet; thence Northwesterly 28.46 feet along the arc of a 30 foot radius curve to the right, through a central angle 54°20'50", the chord of which bears North 40°30'07" East 27.40 feet; thence Northerly 85.91 feet along the arc of a 200 foot radius curve to the left, through a central angle 24°36'39", the chord of which bears North 06°22'35" West 85.25 feet; thence Northerly 58.37 feet along the arc of a 200 foot radius curve to the right, through a central angle 16°43'18", the chord of which bears North 10°19'15" West 58.16 feet; thence North 01°57'37" West 35.02 feet; thence Northeasterly 65.58 feet along the arc of a 90 foot radius curve to the right, through a central angle 41°44'55", the chord of which bears North 18°54'51" East 64.14 feet; thence North 39°47'19" East 21.80 feet; thence Northeasterly 36.24 feet along the arc of a 280 foot radius curve to the right, through a central angle 07°24'56", the chord of which bears North 43°29'46" East 36.21 feet; thence Northeasterly 37.26 feet along the arc of a 70 foot radius curve to the right, through a central angle 30°29'39", the chord of which bears North 62°27'04" East 36.82 feet; thence Northeasterly 13.31 feet along the arc of a 30 foot radius curve to the left, through a central angle 25°25'11", the chord of which bears North 64°59'18" East 13.20 feet; thence South 33°34'14" East 475.05 feet to the point of beginning.

Parcel contains: 1.93 acres

MILL POND MANAGEMENT LLC

PARCEL 3

Beginning at point# 86 Right-of-Way Monument as per Pioneer Crossing ROW Marker Survey which is North 89°51'11" West 487.90 feet along the section line and North 380.21 feet from the Southeast Corner of Section 16, Township 5 South, Range 1 East, Salt Lake Base and Meridian; thence North 19°23'41" West 129.68 feet to Right-of-Way Monument point# 87; thence North 28°31'21" West 151.92 feet to Right-of-Way Monument point# 88; thence North 28°27'24" West 47.08 feet; thence Northeasterly 112.20 feet along the arc of a non-tangent 325 foot radius curve to the right, through a central angle 19°46'50", the chord of which bears North 80°06'35" East 111.64 feet; thence East 56.19 feet; thence Northeasterly 40.13 feet along the arc of a 25 foot radius curve to the left, through a central angle 91°57'37", the chord of which bears North 44°01'12" East 35.95 feet; thence North 01°57'37" West 87.01 feet; thence Northeasterly 48.46 feet along the arc of a non-tangent 385 foot radius curve to the right, through a central angle 07°12'44", the chord of which bears North 36°10'57" East 48.43 feet; thence North 39°47'19" East 18.82 feet; thence Northeasterly 77.46 feet along the arc of a 300 foot radius curve to the right, through a central angle 14°47'41", the chord of which bears North 47°11'09" East 77.25 feet; thence Northeasterly 35.67 feet along the arc of a 23.5 foot radius curve to the left, through a central angle 86°58'06", the chord of which bears North 11°05'56" East 32.34 feet; thence North 32°23'07" West 329.90 feet; thence North 34°55'53" West 93.70 feet; thence North 27°48'01" West 294.64 feet; thence Northeasterly 45.28 feet along the arc of a non-tangent 175 foot radius curve to the right, through a central angle 14°49'26", the chord of which bears North 79°30'26" East 45.15 feet; thence South 24°57'45" East 319.57 feet; thence South 32°23'07" East 406.07 feet; thence Southwesterly 57.64 feet along the arc of a 30 foot radius curve to the right, through a central angle 110°05'01", the chord of which bears South 22°39'23" West 49.17 feet; thence Southwesterly 37.26 feet along the arc of a 70 foot radius curve to the left, through a central angle 30°29'39", the chord of which bears South 62°27'04" West 36.82 feet; thence Southwesterly 36.24 feet along the arc of a 280 foot radius curve to the left, through a central angle 07°24'56", the chord of which bears South 43°29'46" West 36.21 feet; thence South 39°47'19" West 21.80 feet; thence Southwesterly 65.58 feet along the arc of a 90 foot radius curve to the left, through a central angle 41°44'55", the chord of which bears South 18°54'51" West 64.14 feet; thence South 01°57'37" East 35.02 feet; thence Southerly 58.37 feet along the arc of a 200 foot radius curve to the left, through a central angle 16°43'18", the chord of which bears South 10°19'15" East 58.16 feet; thence Southerly 85.91 feet along the arc of a 200 foot radius curve to the right, through a central angle 24°36'39", the chord of which bears South 06°22'35" East 85.25 feet; thence Southerly 32.82 feet along the arc of a 100 foot radius curve to the left, through a central angle 18°48'22", the chord of which bears South 03°28'26" East 32.68 feet; thence South 12°52'42" East 23.17 feet; thence Southeasterly 28.46 feet along the arc of a 30 foot radius curve to the left, through a central angle 54°20'50", the chord of which bears South 40°30'07" East 27.40 feet; thence South 67°13'32" East 49.25 feet; thence North 88°17'11" East 186.28 feet; thence South 88°08'45" East 89.53 feet; thence South 71°38'29" East 62.95 feet; thence South 79°01'19" East 157.77 feet; thence South 83°20'28" East 44.97 feet; thence Easterly 40.49 feet along the arc of a 100 foot radius curve to the left, through a central angle 23°11'54", the chord of which bears North 85°03'35" East 40.21 feet; thence North 73°27'38" East 99.43 feet; thence North 74°24'03" East 106.44 feet; thence Northeasterly 24.41 feet along the arc of a 100 foot radius curve to the left, through a central angle 13°59'17", the chord of which bears North 67°24'25" East 24.35 feet; thence North 60°24'46" East 105.56 feet; thence North 65°14'16" East 96.37 feet; thence Northeasterly 30.92 feet along the arc of a 100 foot radius curve to the left, through a central angle 17°42'51", the chord of which bears North 56°22'51" East 30.79 feet; thence North 47°31'26" East 26.70 feet; thence Northeasterly 26.10 feet along the arc of a 100 foot radius curve to the left, through a central angle 14°57'18", the chord of which bears North 40°02'47" East 26.03 feet; thence North 32°34'08" East 66.43 feet; thence Northeasterly 65.18 feet along the arc of a 50 foot radius curve to the right, through a central angle 74°41'29", the chord of which bears North 69°54'53" East 60.66 feet; thence South 72°44'22" East 86.22 feet; thence Northeasterly 55.59 feet along the arc of a 40 foot radius curve to the left, through a central angle 79°37'39", the chord of which bears North 67°26'48" East 51.22 feet; thence North 27°37'58" East 97.99 feet; thence Northerly 52.24 feet along the arc of a 60 foot radius curve to the left, through a central angle 49°52'57", the chord of which bears North 02°41'30" East 50.60 feet; thence North 22°14'58" West 2.60 feet; thence Northwesterly 19.77 feet along the arc of a 60 foot radius curve to the right, through a central angle 18°52'38", the chord of which bears North 12°48'39" West 19.68 feet; thence North 03°22'20" West 11.17 feet; thence North 89°53'01" East 20.03 feet; thence South 03°22'20" East 10.03 feet; thence Southeasterly 13.18 feet along the arc of a 40 foot radius curve to the left, through a central angle 18°52'38", the chord of which bears South 12°48'39" East 13.12 feet; thence South 22°14'58" East 2.60 feet; thence Southwesterly 69.65 feet along the arc of a 80 foot radius curve to the right, through a central angle 49°52'57", the chord of which bears South 02°41'30" West 67.47 feet; thence South 27°37'58" West 97.99 feet; thence Southwesterly 83.39 feet along the arc of a 60 foot radius curve to the right, through a central angle 79°37'39", the chord of which bears South 67°26'48" West 76.84 feet; thence North 72°44'22" West 86.22 feet; thence Southwesterly 39.11 feet along the arc of a 30 foot radius curve to the left, through a central angle 74°41'29", the chord of which bears South 69°54'53" West 36.40 feet; thence South 32°34'08" West 66.43 feet; thence Southwesterly 31.32 feet along the arc of a 120 foot radius curve to the right, through a central angle 14°57'18", the chord of which bears South 40°02'47" West 31.23 feet; thence South 47°31'26" West 26.70 feet; thence Southwesterly 37.10 feet along the arc of a 120 foot radius curve to the right, through a central angle 17°42'51", the chord of which bears South 56°22'51" West 36.95 feet; thence South 65°14'16 West 95.52 feet; thence South 60°24'46" West 104.72 feet; thence Southwesterly 29.30 feet along the arc of a 120 foot radius curve to the right, through a central angle 13°59'17", the chord of which bears South 67°24'25" West 29.22 feet; thence South 74°24'03" West 106.27 feet; thence South 73°27'38" West 84.16 feet; thence South 18°42'22" West 139.66 feet; thence Northwesterly 728.38 feet along the arc of a non-tangent 1193.16 foot radius curve to the left, through a central angle 34°58'37", the chord of which bears North 83°56'02" West 717.12 feet to the point of beginning.

Parcel contains: 3.84 acres

MILL POND MANAGEMENT LLC

PARCEL 4

Beginning at point which is North 89°51'11" West 49.53 feet along the section line and North 504.33 feet from the Southeast Corner of Section 16, Township 5 South, Range 1 East, Salt Lake Base and Meridian; thence North 33°34'14" West 475.05 feet; thence Northeasterly 14.91 feet along the arc of a 30 foot radius curve to the left, through a central angle 28°28'05", the chord of which bears North 38°02'40" East 14.75 feet; thence South 33°34'14" East 497.58 feet; thence North 71°38'29" West 22.70 feet to the point of beginning.

Parcel contains: 0.16 acres

MILL POND MANAGEMENT LLC

PARCEL 5

Beginning at a point on the Easterly Right of Way line of Mill Pond Road which is North 89°51'11" West 708.66 feet along the section line and North 808.82 feet from the Southeast Corner of Section 16, Township 5 South, Range 1 East, Salt Lake Base and Meridian; thence East 270.91 feet; thence South 01°57'37" East 87.01 feet; thence Southwesterly 40.13 feet along the arc of a 25 foot radius curve to the right, through a central angle 91°57'37", the chord of which bears South 44°01'12" West 35.95 feet; thence West 56.19 feet; thence Southwesterly 112.20 feet along the arc of a 325 foot radius curve to the left, through a central angle 19°46'50", the chord of which bears South 80°06'35" West 111.64 feet; thence North 28°27'24" West 47.47 feet; thence Northwesterly 108.62 feet along the arc of a non-tangent 544 foot radius curve to the left, through a central angle 11°26'24", the chord of which bears North 33°39'43" West 108.44 feet to the point of beginning.

Parcel contains: 0.62 acres

MILL POND MANAGEMENT LLC

PARCEL 6

Beginning at a point which is North 89°51'11" West 657.60 feet along the section line and North 1571.02 feet from the Southeast Corner of Section 16, Township 5 South, Range 1 East, Salt Lake Base and Meridian; thence Easterly 10.62 feet along the arc of a non-tangent 175 foot radius curve to the right, through a central angle 03°28'36", the chord of which bears North 88°39'27" East 10.62 feet; thence North 89°31'09" East 41.65 feet; thence North 89°34'10" East 375.18 feet; thence South 61°24'25" West 144.79 feet; thence Southwesterly 33.71 feet along the arc of a 100 foot radius curve to the left, through a central angle 19°18'49", the chord of which bears South 51°45'00" West 33.55 feet; thence South 40°51'28" West 68.83 feet; thence Southwesterly 22.44 feet along the arc of a 100 foot radius curve to the left, through a central angle 12°51'24", the chord of which bears South 34°24'34" West 22.39 feet; thence South 27°58'52" West 59.50 feet; thence Southwesterly 58.51 feet along the arc of a 100 foot radius curve to the right, through a central angle 33°31'28", the chord of which bears South 44°44'36" West 57.68 feet; thence Southwesterly 45.28 feet along the arc of a 30 foot radius curve to the left, through a central angle 86°28'05", the chord of which bears South 18°16'18" West 41.10 feet; thence North 24°57'45" West 319.57 feet to the point of beginning.

Parcel contains: 1.17 acres

MILL POND MANAGEMENT LLC

PARCEL 7

Beginning at a point which is South 89°53'12" East 286.46 feet along the section line and North 464.28 feet from the Southwest Corner of Section 15, Township 5 South, Range 1 East, Salt Lake Base and Meridian; thence North 00°43'21" East 104.35 feet; thence North 74°02'38" East 138.32 feet; thence North 62°43'11" East 210.17 feet; thence North 38°09'48" East 54.54 feet; thence North 01°34'51" East 161.70 feet; thence North 89°53'01" East 330.01 feet along MILLPOND APARTMENTS PLAT "A"; thence South 03°22'20" East 11.17 feet; thence Southwesterly 19.77 feet along the arc of a 60 foot radius curve to the left, through a central angle 18°52'38", the chord of which bears South 12°48'39" East 19.68 feet; thence South 22°14'58" East 2.60 feet; thence Southerly 52.24 feet along the arc of a 60 foot radius curve to the right, through a central angle 49°52'57", the chord of which bears South 02°41'30" West 50.60 feet; thence South 27°37'58" West 97.99 feet; thence Southwesterly 55.59 feet along the arc of a 40 foot radius curve to the right, through a central angle 79°37'39", the chord of which bears South 67°26'48" West 51.22 feet; thence North 72°44'22" West 86.22 feet; thence Southwesterly 65.18 feet along the arc of a 50 foot radius curve to the left, through a central angle 74°41'29", the chord of which bears South 69°54'53" West 60.66 feet; thence South 32°34'08" West 66.43 feet; thence Southwesterly 26.10 feet along the arc of a 100 foot radius curve to the right, through a central angle 14°57'18", the chord of which bears South 40°02'47" West 26.03 feet; thence South 47°31'26" West 26.70 feet; thence Southwesterly 30.92 feet along the arc of a 100 foot radius curve to the right, through a central angle 17°42'51", the chord of which bears South 56°22'51" West 30.79 feet; thence South 65°14'16" West 96.37 feet; thence South 60°24'46" West 105.56 feet; thence Southwesterly 24.41 feet along the arc of a 100 foot radius curve to the right, through a central angle 13°59'17", the chord of which bears South 67°24'25" West 24.35 feet; thence South 74°24'03" West 106.44 feet; thence South 73°27'38" West 61.22 feet to the point of beginning.

Parcel contains: 2.38 acres

MILL POND MANAGEMENT LLC

PARCEL 8

Beginning at a point which is South 89°53'12" East 225.21 feet along the section line and North 306.12 feet from the Southwest Corner of Section 15, Township 5 South, Range 1 East, Salt Lake Base and Meridian; thence North 18°42'22" East 139.66 feet; thence North 73°27'38" East 84.16 feet; thence North 74°24'03" East 106.27 feet; thence Northeasterly 29.30 feet along the arc of a 120 foot radius curve to the left, through a central angle 13°59'17", the chord of which bears North 67°24'25" East 29.22 feet; thence North 60°24'46" East 104.72 feet; thence North 65°14'16 East 95.52 feet; thence Northeasterly 37.10 feet along the arc of a 120 foot radius curve to the left, through a central angle 17°42'51", the chord of which bears North 56°22'51" East 36.95 feet; thence North 47°31'26" East 26.70 feet; thence Northeasterly 31.32 feet along the arc of a 120 foot radius curve to the left, through a central angle 14°57'18", the chord of which bears North 40°02'47" East 31.23 feet; thence North 32°34'08" East 66.43 feet; thence Northeasterly 39.11 feet along the arc of a 30 foot radius curve to the right, through a central angle 74°41'29", the chord of which bears North 69°54'53" East 36.40 feet; thence South 72°44'22" East 86.22 feet; thence Northeasterly 83.39 feet along the arc of a 60 foot radius curve to the left, through a central angle 79°37'39", the chord of which bears North 67°26'48" East 76.84 feet; thence North 27°37'58" East 97.99 feet; thence Northeasterly 69.65 feet along the arc of a 80 foot radius curve to the left, through a central angle 49°52'57", the chord of which bears North 02°41'30" East 67.47 feet; thence North 22°14'58" West 2.60 feet; thence Northwesterly 13.18 feet along the arc of a 40 foot radius curve to the right, through a central angle 18°52'38", the chord of which bears North 12°48'39" West 13.12 feet; thence North 03°22'20" West 10.03 feet; thence North 89°53'01" East 45.96 feet along MILLPOND APARTMENTS PLAT "A"; thence South 00°09'02" West 812.61 feet along MILLPOND APARTMENTS PLAT "A" and HARTS COMMERCIAL SUBDIVISION to a rebar and cap (Wilding Eng); thence North 88°57'52" West 468.03 feet; thence along a Final Judgement of Condemnation Entry No. 40543:2013 the following two courses 1) North 59°44'28" West 122.50 feet; 2) Northwesterly 279.20 feet along the arc of a non-tangent 1193.16 foot radius curve to the left, through a central angle 13°24'26", the chord of which bears North 59°44'30" West 278.57 feet to the point of beginning.

Parcel contains: 8.48 acres

Curve Table					
Curve #	Length	Radius	Delta	Chord Bearing	Chord
C5	35.67	23.50	86°58'06"	N11°05'56"E	32.34
C6	77.46	300.00	14°47'41"	S47°11'09"W	77.25
C7	48.46	385.00	7°12'44"	S36°10'57"W	48.43
C9	10.62	175.00	3°28'36"	S88°39'27"W	10.62
C16	40.13	25.00	91°57'37"	N44°01'12"E	35.95
C17	112.20	325.00	19°46'50"	S80°06'35"W	111.64
C18	108.62	544.00	11°26'24"	N33°39'43"W	108.44
C19	28.46	30.00	54°20'50"	S40°03'07"E	27.40
C20	32.82	100.00	18°48'22"	S03°28'26"E	32.68
C21	85.91	200.00	24°36'39"	N06°22'35"W	85.25
C22	58.37	200.00	16°43'18"	S10°19'15"E	58.16
C23	65.58	90.00	41°44'55"	S18°54'51"W	64.14
C24	36.24	280.00	7°24'56"	S43°29'46"W	36.21
C25	37.26	70.00	30°29'39"	S62°27'04"W	36.82
C26	57.64	30.00	110°05'01"	N22°39'23"E	49.17
C27	14.91	30.00	28°28'05"	N38°02'40"E	14.75
C28	45.27	30.00	86°28'05"	S18°16'18"W	41.10
C29	58.51	100.00	33°31'28"	N44°44'36"E	57.68
C30	22.44	100.00	12°51'24"	S34°24'34"W	22.39
C31	33.71	100.00	19°18'49"	S51°45'00"W	33.55
C33	45.28	175.00	14°49'26"	S79°30'26"W	45.15
C34	279.20	1,193.16	13°24'26"	N59°44'30"W	278.57
C35	40.49	100.00	23°11'54"	N85°03'35"E	40.21
C36	24.41	100.00	13°59'17"	N67°24'25"E	24.35
C37	30.92	100.00	17°42'51"	N56°22'51"E	30.79
C38	26.10	100.00	14°57'18"	N40°02'47"E	26.03
C39	65.18	50.00	74°41'29"	S69°54'53"W	60.66
C40	55.59	40.00	79°37'39"	N67°26'48"E	51.22
C41	52.24	60.00	49°52'57"	N02°41'30"E	50.60
C42	19.77	60.00	18°52'38"	S12°48'39"E	19.68
C43	13.18	40.00	18°52'38"	S12°48'39"E	13.12
C44	69.65	80.00	49°52'57"	N02°41'30"E	67.47
C45	83.39	60.00	79°37'39"	N67°26'48"E	76.84
C46	39.11	30.00	74°41'29"	S69°54'53"W	36.40
C47	31.32	120.00	14°57'18"	N40°02'47"E	31.23
C48	37.10	120.00	17°42'51"	N56°22'51"E	36.95
C49	29.30	120.00	13°59'17"	N67°24'25"E	29.22
C50	728.38	1,193.16	34°58'37"	N83°56'02"W	717.12

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

MILLPOND MANAGEMENT LLC
PROPOSED DESCRIPTION TO
LEHI CITY EXHIBIT

EXHIBIT B
TO
ADDENDUM #1
TO
REAL ESTATE PURCHASE CONTRACT FOR LAND

Legal Description of Parcels 3 and 4

Parcel 3:

Beginning at point# 86 Right-of-Way Monument as per Pioneer Crossing ROW Marker Survey which is North 89°51'11" West 487.90 feet along the section line and North 380.21 feet from the Southeast Corner of Section 16,Township 5 South, Range 1 East, Salt Lake Base and Meridian; thence North 19°23'41" West 129.68 feet to Right-of-Way Monument point# 87; thence North 28°31'21" West 151.92 feet to Right-of-Way Monument point#88; thence North 28°27'24" West 47.08 feet; thence Northeasterly 112.20 feet along the arc of a non-tangent 325 foot radius curve to the right, through a central angle 19°46'50", the chord of which bears North 80°06'35" East 111.64feet; thence East 56.19 feet; thence Northeasterly 40.13 feet along the arc of a 25 foot radius curve to the left, thence East 56.19 feet; thence Northeasterly 40.13 feet along the arc of a 25 foot radius curve to the left, Northeasterly 40.13 feet along the arc of a 25 foot radius curve to the left, through a central angle 91°57'37", the chord of which bears North 44°01'12" East 35.95 feet; thence North 01°57'37"West 87.01 feet; thence Northeasterly 48.46 feet along the arc of a non-tangent 385 foot radius curve to the right, through a central angle 07°12'44", the chord of which bears North 36°10'57" East 48.43 feet; thence North 39°47'19"East 18.82 feet; thence Northeasterly 77.46 feet along the arc of a 300 foot radius curve to the right, through a central angle 14°47'41", the chord of which bears North 47°11'09" East 77.25 feet; thence Northeasterly 35.67 feet along the arc of a 23.5 foot radius curve to the left, through a central angle 86°58'06", the chord of which bears North11°05'56" East 32.34 feet; thence North 32°23'07" West 329.90 feet; thence North 34°55'53" West 93.70 feet; thence North 27°48'01" West 294.64 feet; thence Northeasterly 45.28 feet along the arc of a non-tangent 175 foot radius curve to the right, through a central angle 14°49'26", the chord of which bears North 79°30'26" East 45.15 feet; thence South 24°57'45" East 319.57 feet; thence South 32°23'07" East 406.07 feet; thence Southwesterly 57.64 feet along the arc of a 30 foot radius curve to the right, through a central angle 110°05'01", the chord of which bears South 22°39'23" West 49.17 feet; thence Southwesterly 37.26 feet along the arc of a 70 foot radius curve Southwesterly 37.26 feet along the arc of a 70 foot radius curve to the left, through a central angle 30°29'39", the chord of which bears South 62°27'04" West 36.82 feet; thence Southwesterly 36.24 feet along the arc of a 280 foot radius curve to the left, through a central angle 07°24'56",the chord of which bears South 43°29'46" West 36.21 feet; thence South 39°47'19" West 21.80 feet; thence Southwesterly 65.58 feet along the arc of a 90 foot radius curve to the left, through a central angle 41°44'55",the chord of which bears South 18°54'51" West 64.14 feet; thence South 01°57'37" East 35.02 feet; thence Southerly 58.37 feet along the arc of a 200 foot radius curve to the left, through a central angle 16°43'18", the chord of which bears South 10°19'15" East 58.16 feet; thence Southerly 85.91 feet

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along the arc of a 200 foot radius curve to the right, through a central angle 24°36'39", the chord of which bears South 06°22'35" East85.25 feet; thence Southerly 32.82 feet along the arc of a 100 foot radius curve to the left, through a central angle 18°48'22", the chord of which bears South 03°28'26" East 32.68 feet; thence South 12°52'42" East 23.17feet; thence Southeasterly 28.46 feet along the arc of a 30 foot radius curve to the left, through a central angle 54°20'50", the chord of which bears South 40°30'07" East 27.40 feet; thence South 67°13'32" East 49.25feet; thence North 88°17'11" East 186.28 feet; thence South 88°08'45" East 89.53 feet; thence South 71°38'29"East 62.95 feet; thence South 79°01'19" East 157.77 feet; thence South 83°20'28" East 44.97 feet; thence Easterly 40.49 feet along the arc of a 100 foot radius curve to the left, through a central angle 23°11'54", the chord of which bears North 85°03'35" East 40.21 feet; thence North 73°27'38" East 99.43 feet; thence North74°24'03" East 106.44 feet; thence Northeasterly 24.41 feet along the arc of a 100 foot radius curve to the left, through a central angle 13°59'17", the chord of which bears North 67°24'25" East 24.35 feet; thence North60°24'46" East 105.56 feet; thence North 65°14'16" East 96.37 feet; thence Northeasterly 30.92 feet along the arc of a 100 foot radius curve to the left, through a central angle 17°42'51", the chord of which bears North56°22'51" East 30.79 feet; thence North 47°31'26" East 26.70 feet; thence Northeasterly 26.10 feet along the arc of a 100 foot radius curve to the left, through a central angle 14°57'18", the chord of which bears North40°02'47" East 26.03 feet; thence North 32°34'08" East 66.43 feet; thence Northeasterly 65.18 feet along the arc of a 50 foot radius curve to the right, through a central angle 74°41'29", the chord of which bears North69°54'53" East 60.66 feet; thence South 72°44'22" East 86.22 feet; thence Northeasterly 55.59 feet along the arc of a 40 foot radius curve to the left, through a central angle 79°37'39", the chord of which bears North67°26'48" East 51.22 feet; thence North 27°37'58" East 97.99 feet; thence Northerly 52.24 feet along the arc of a 60 foot radius curve to the left, through a central angle 49°52'57", the chord of which bears North 02°41'30"East 50.60 feet; thence North 22°14'58" West 2.60 feet; thence Northwesterly 19.77 feet along the arc of a 60foot radius curve to the right, through a central angle 18°52'38", the chord of which bears North 12°48'39" West19.68 feet; thence North 03°22'20" West 11.17 feet; thence North 89°53'01" East 20.03 feet; thence South03°22'20" East 10.03 feet; thence Southeasterly 13.18 feet along the arc of a 40 foot radius curve to the left, through a central angle 18°52'38", the chord of which bears South 12°48'39" East 13.12 feet; thence South22°14'58" East 2.60 feet; thence Southwesterly 69.65 feet along the arc of a 80 foot radius curve to the right, through a central angle 49°52'57", the chord of which bears South 02°41'30" West 67.47 feet; thence South27°37'58" West 97.99 feet; thence Southwesterly 83.39 feet along the arc of a 60 foot radius curve to the right, through a central angle 79°37'39", the chord of which bears South 67°26'48" West 76.84 feet; thence North72°44'22" West 86.22 feet; thence Southwesterly 39.11 feet along the arc of a 30 foot radius curve to the left, through a central angle 74°41'29", the chord of which bears South 69°54'53" West 36.40 feet; thence South32°34'08" West 66.43 feet; thence Southwesterly 31.32 feet along the arc of a 120 foot radius curve to the right, through a central angle 14°57'18", the chord of which bears South 40°02'47" West 31.23 feet; thence South47°31'26" West 26.70 feet; thence Southwesterly 37.10 feet along the arc of a 120 foot radius curve to the right, through a central angle 17°42'51", the chord of which bears South 56°22'51" West 36.95 feet; thence South65°14'16 West 95.52 feet; thence South 60°24'46" West 104.72 feet; thence Southwesterly 29.30 feet along the arc of a 120 foot radius curve to the right, through a central angle 13°59'17", the chord of which bears South67°24'25" West 29.22 feet; thence South 74°24'03" West 106.27 feet; thence South 73°27'38" West 84.16 feet; thence South 18°42'22" West 139.66 feet; thence Northwesterly

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728.38 feet along the arc of a non-tangent1193.16 foot radius curve to the left, through a central angle 34°58'37", the chord of which bears North 83°56'02" West 717.12 feet to the point of beginning.

Parcel contains: 3.84 acres

Parcel 4:

Beginning at point which is North 89°51'11" West 49.53 feet along the section line and North 504.33 feet from the Southeast Corner of Section 16, Township 5 South, Range 1 East, Salt Lake Base and Meridian; thence North 33°34'14" West 475.05 feet; thence Northeasterly 14.91 feet along the arc of a 30 foot radius curve to the left, through a central angle 28°28'05", the chord of which bears North 38°02'40" East 14.75 feet; thence South33°34'14" East 497.58 feet; thence North 71°38'29" West 22.70 feet to the point of beginning.

Parcel contains: 0.16 acres

Subject to easements, rights, rights-of-way, reservations, conditions, restrictions, covenants and taxes and assessment of record enforceable in law or equity.

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Agenda Item No: 9

City Council Agenda Item Report

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

Subject:
Consideration of Concept approval for the Spring Meadow Villas (PUD) Concept, a 72-lot single family residential project located at 1630 South 500 East.

Suggested Action:

Attachments:

Spring Meadows Concept 1

SPRING MEADOW VILLAS (PUD) CONCEPT
CITY COUNCIL REPORT

Applicant	Windy City Development LLC		
Meeting Date	April 14, 2026		
Requested Action/Purpose	Approval of a concept plan		
Location	1630 South 500 East		
Project Area	51.46 acres		
Existing Zoning	A-5 (R-1-22 will be finalized)		
General Plan Land Use Designation	VLDRA & ESA		
Adjacent Zoning and Land Use	*North*	PC & PF	City Substation/Irrigation Facility & Townhomes
	South	A-5	Utah Lake
	East	PC	Spring Creek Ranch Planned Community
	West	A-5	Undeveloped
Date of DRC Review	February 25, 2026		
Date of Planning Commission Review	March 12, 2026		
Assigned Planner	Jacob Curtis		

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 17.020. Approval Process.

A. Planned Unit Development (PUD) projects are to be reviewed in a three-step process: Concept Plan, Preliminary Plat, and Final Plat.

1. Concept Plan. 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 meetings to receive direction on project layout as well as discuss the procedure for approval, 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. Overall density of the proposed PUD will be discussed as part of the Concept Plan; however, the total density of the PUD shall be established as part of the preliminary plat approval. Sections 11.010 – 11.040 of the Development Code identify the requirements for Concept Plan.

REPORT ANALYSIS

The applicant requests approval of the Spring Meadow Villas Subdivision Concept. This is a planned unit development (PUD) concept plan for a 72-lot single-family home subdivision on 51.46 acres.

The property has split zoning after a recently recorded annexation. Approximately 33 of the acres are zoned R-1-22 and the remaining 18 acres are zoned A-5. The overall density of the subdivision is 1.40 units per acre. As noted on the cover sheet, the allowable density for the subdivision based on the zoning and acreage would typically be approximately 62 lots but after discussions with Engineering an additional 10 lots is requested in lieu of reimbursement for multiple improvements. Those improvements include additional open space beyond the required 20%, power corridor dedication, trail construction, and landscaping, and the dedication of future right-of-way along the south of the project for a future regional connection. As a result of the improvements and additional density, almost all of the lots in this subdivision fall below the 22,000 square foot lot requirement. Additionally, the plan currently shows 530 East connecting to the future regional connection.

There were 23 redline comments from the DRC, including:

1. Consider showing a trail connection to connect directly to the new subdivision.
2. Clarify this will be a PUD Subdivision.
3. Consider placing this area in a conservation easement. To that note, show the 4495 elevation contour, the Utah Lake Shoreline overlay requires a 50-foot buffer from that elevation.
4. Planning and Engineering Staff will coordinate on Pony Express connection further. Planning Staff would not recommend the connection. Pony will have a regional through traffic function, and this introduces a distribution function and creates a conflict on the roadway that impacts safety and traffic flow. If there is a sidewalk or trail, then a bike/ped access would make sense.
5. At site plan, show extents of FEMA floodplain. This development will be required to meet FEMA's minimum standards.
6. The minimum intersection spacing for 1630 South (a Major Collector) is 480 feet. Therefore, the intersection at 610 East will not be allowed.
7. Note the future Utah Lake Parkway Trail
8. The street could go to an elbow with a few double fronting lots to address this.

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 March 12, 2026. The minutes and motion from this meeting are as follows:

3.5) Public hearing and recommendation of Windy City Development LLC's request for review of the Spring Meadow Villas Concept, a 72-lot single family PUD (Planned Unit Development) located at 1630 South 500 East.

Katie Bussell presented this item. The allowable density would usually be ten less than presented, but in exchange improvements have been made including additional landscaping, a power corridor dedication, trail construction, and dedication of future right-of-way along the Pony Express and Vinyard connector. Bussell explained that PUDs may be allowed in any zoning if they receive approval from Planning Commission and City Council.

Commissioner Jones asked if there was a figure that would help to quantify what is being given to the city monetarily. Gary Ellis explained that he wasn't involved in the discussion, but to his understanding, Pony Express Parkway will be taking a significant chunk of property, and that combined with the trail improvements and road widening along 1630 South, means that there is quite a bit of monetary value that the developer is putting in. Staff doesn't do itemized value

lists.

Commissioner Eyre noted that a lot of green space is being dedicated. He asked if the land was unbuildable, or if it was all swampland. Commissioner Su'a-Filo shared that it is mostly wetlands. Commissioner Eyre asked if there were plans to amenitize the space along the lake. The area is mostly wetland and floodplain, which the city would like to preserve. It is technically an amenity, but there will be no active leisure areas developed along the lake. Commissioner Eyre asked if there is an outline of the main Pony Express Parkway thoroughfare. It will be similar to what is shown on the plan. Commissioner Eyre expressed surprise at how close to the lake it runs.

Commissioner Roberts asked if residents would have any way to get across Pony Express on foot. Ellis explained that there is a trail crossing planned that will go under the road and connect to a park. Commissioner Roberts asked if the road to the south of the property will be a two lane road. It will initially be developed as a two lane road that goes to three lanes at intersections, but it is scheduled to be a five lane road when it is fully developed.

Tony Trane was present representing Windy City Development. They have been waiting for road plans, and new information has come in from FEMA, which requires them to look for road solutions in conjunction with the city. He mentioned an earlier struggle that the city helped them through when incorporating a variety of lot sizes. A box culvert will be installed, and the trail will go all the way through to the park. He mentioned the power corridor, which is an interesting feature, but also causes a lot of issues. More specific information on the improvements being made will come with the preliminary plat. He thinks the open space is a very cool feature for the area.

Commissioner Eyre asked if the area is graded. With the exception of roads, the grading is complete. The area is too low to allow for basements. The breakdown of lots and justification can be found in the submitted narrative.

Commissioner Jones expressed interest in approving the item with modifications tonight. He likes that there is no housing on the left side of the road, and he's a big fan of the trail connection. He would prefer to only grant 4-8 extra lots rather than 10 in order to add some variety to lot size.

Commissioner Eyre opened public comment.

West Adie lives at 500 E. 1630 S. He hadn't received any noticing documentation. He felt that the development goes beyond what was initially advertised. He noted that already in the area there is less wildlife than there used to be.

Natalie Woodhouse lives in the Spring Creek Ranch neighborhood to the east. She also had concerns over wildlife. She cited Chapter 12 of the development code, which deals with conservation. She shared her concerns over the mature trees to the South being removed, and over light pollution driving away wildlife. She asked if the open space would be open to the public or if it would be HOA restricted. She shared her opinion that there is not enough space to put in both the Pony Express Parkway and a river walk trail. She also shared that the zoning has not been updated on the website since a recent change, and that the entire area is still zoned as ESA.

David Packard lives in Spring Creek Ranch and is on the HOA board. He had concerns over the mature trees to the south as well and emphasized the desire to preserve unique features in the land. He mentioned children playing in the area and wanted to know if Spring Creek Ranch Park would be expanded. He also shared that the current HOA may be open to merging with the new HOA for the development. He thanked the commissioners for their time and service.

Brent Collin owns property to the west. He wanted to know how far away from the fenceline the properties are going to be. He is concerned about children coming onto his property and would like a privacy fence.

Ther were eight online comments. Seven were against the project, one was in favor. Wildlife concerns, traffic concerns, and the amenities impact on Spring Creek Ranch were brought up in the online comments.

Commissioner Eyre closed public comment.

Trane explained that many of the comments were anticipated by the developer, and that they are working closely with the city to balance the needs and wants of all parties. A right-to-farm analysis will be done to help determine future steps, and the developer wants to work to preserve those agricultural rights. He explained that all lots will be developed on non-floodplain land, and the ESA will be preserved. They have been working with FEMA to ensure this. He also clarified that there is plenty of space between the road and the lake for a trail. The project will dedicate 500 feet of

green space, and there will be more space between the end of that dedicated zone and the lake itself. A trail connection has been installed, though it may need to be adjusted. He stated his appreciation for the Spring Creek Ranch neighborhood and thanked them for their feedback and cooperation.

Commissioner Eyre asked what would happen to the fully grown trees on the south of the property. Trane said that he can't promise that no trees will be pulled, but that the developer would like to maintain them. Some may be pulled to help clean up the area. Commissioner Eyre asked if the trail would be controlled by the HOA. Trane assured the commission that all open space in the plan would be available to the general public. There is currently no HOA planned. Commissioner Eyre clarified for those gathered that the city doesn't get involved with HOAs, so merging will be up to the residents and the HOA in the Spring Creek Ranch neighborhood.

Trane emphasized that he thinks this is the best approach to this particular plot of land. He assured the commission that the expenses on the improvements would be well over the cost of the ten additional granted lots. Exact details will be worked through in the creation of the preliminary plat.

Commissioner Roberts asked if a fence would be installed along the south end of the property. Trane explained that a fence will be needed to the west, but that they do not intend to fence the south side, as that would result in trees being pulled unnecessarily. Commissioner Roberts asked if the pickleball courts in Spring Creek Park are lit. They are not.

Commissioner Eyre addressed the zoning concerns, explaining that a zone change has gone through the legal process, even if it the GIS doesn't reflect the update yet.

Commissioner Su'a-Filo noted that the current City Council likely wouldn't be a fan of the density in lieu arrangement, and that they may wish for the city to pay for the improvements instead. He asked if the developers had worked with the Timpanogos Special Service District (TSSD). They have. There is no exact alignment for the road as of yet.

Gary Ellis explained that Trane is juggling a lot of different pieces in this presentation, and that he thinks he's done a good job of communicating everything to the Commissioners. He spoke in favor of density in lieu, explaining that it is a very helpful tool for the city. He is surprised that only ten lots were offered, considering all the improvements. He thinks the exchange is a fair value for the city.

Commissioner Eyre asked if the developers were concerned about eminent domain regarding the unknown road alignment. Trane shared his opinion that the developers can make it work.

Commissioner Eyre asked if the final plat would be submitted before the exact road location is decided. The developer is working with Brad Kenison, the city engineer, to decide on the location now. They intend to find the alignment before the plat is submitted.

Trane explained that they opted for only ten lots in lieu because that was the number that an adjacent development was granted (even though it was smaller). The developer thinks the tradeoff is fair.

Commissioner Jones thanked Ellis for his comments on density in lieu.

> **Motion:** Commissioner Jones moved to give a positive recommendation to the Lehi City Council, with the findings that the proposed application does conform with the goals and policies of the General Plan. Include all DRC comments. Commissioner Su'a Filo seconded.
>
> **Vote:** Commissioner Jones, yes. Commissioner Su'a-Filo, yes. Commissioner Eyre, yes. Commissioner Kunze, yes. Commissioner Roberts, yes.
>
> Motion passed unanimously.

Spring Meadow Villas Concept
DRC Redline Comments

Windy City Development LLC- requests review of the Spring Meadow Villas Concept, a 72-lot single family residential project located at 1630 South 500 East.

DRC Members Present: Glade Kirkham, Garion Rowett, Ryan Allred, Shelbey Brewer, Kim Struthers, Gary Smith, Gary Ellis, James Farnsworth, Luke Seegmiller, Brad Wilbur
Assigned Planner: Jacob Curtis
Representatives of the Applicant Present: Tony Trane, Robert Ripley
Date of Plans Reviewed: 02/17/26
Time Start: 1:36 pm
Time End: 2:02 pm

DRC REDLINE COMMENTS:
Glade – Power: No comments.
Brad – Fiber: No comments.
Garion – Fire: No comments.
Ryan – Water/Sewer:
1. 6" culinary main, 8" pi main, 8" sewer main in 1900 south
2. 12" PI main,10" culinary main, 15" sewer main.
3. Will need Lehi irrigation approval for existing Mini Creek ditch.

James – Parks:
4. If this project moves past concept, a landscaping plan will be required.
5. If this project moves past concept, add note that the open space landscaping will be maintained by the HOA.
6. The open space parcels on the south end of the development could all be combined into a single parcel, unless the developer is constructing the "future road through it". The power line corridor parcels should be recorded as three individual parcels.
7. Will this subdivision join the Spring Creek HOA?
8. Consider showing a trail connection to connect directly to the new subdivision.
9. Is this parcel a trail connection? If so, great, please label as such. If not, please define.

Gary S./Arnie – Building/Inspections:
10. Need a soils report if this moves past concept.

Shelbey – Public Works:
11. At site plan, show extents of FEMA floodplain. This development will be required to meet FEMA's minimum standards.

Gary E. – Engineering:
12. The minimum intersection spacing for 1630 South (a Major Collector) is 480 feet. Therefore, the intersection at 610 East will not be allowed.
13. There is a master planned 48" storm drain line that will need to be run through the property.
14. There is an existing 60" TSSD sewer line through the southern edge of the property.
15. 1630 South is on the Master Plan as a Major Collector with an asphalt width or 48'.
16. This site will require looped water lines.

Luke – Traffic: No comments.
Kim – Planning:
17. Clarify this will be a PUD Subdivision.
18. Consider placing this area in a conservation easement. To that note, show the 4495 elevation contour, the Utah Lake Shoreline overlay requires a 50-foot buffer from that elevation.
19. Note the future Utah Lake Parkway Trail.
20. Planning and Engineering Staff will coordinate on Pony Express connection further. Planning Staff would not recommend the connection. Pony will have a regional through traffic function, and this introduces a distribution function and creates a conflict on the roadway that impacts safety and traffic flow. If there is a sidewalk or trail, then a bike/ped access would make sense.
21. At time of final, show details for trail construction including curb extensions per the RD-17 standard detail.

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.

22. At the time of preliminary subdivision, provide a circulation plan including a connectivity index calculation (also show links and nodes on the plan), block lengths, bike/pedestrian connectivity, and show any other required info for connectivity.
23. The street could go to an elbow with a few double fronting lots to address this.

DRC GENERAL COMMENTS:

1. The concept plan shall not constitute a development permit. (Does not vest).

DUE TO BEING A PUD, THIS ITEM WILL BE SCHEDULED FOR PLANNING COMMISSION ON MARCH 12, 2026.

NEED ENVELOPES FOR PUBLIC HEARING.

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.

Spring Meadows

Aerial

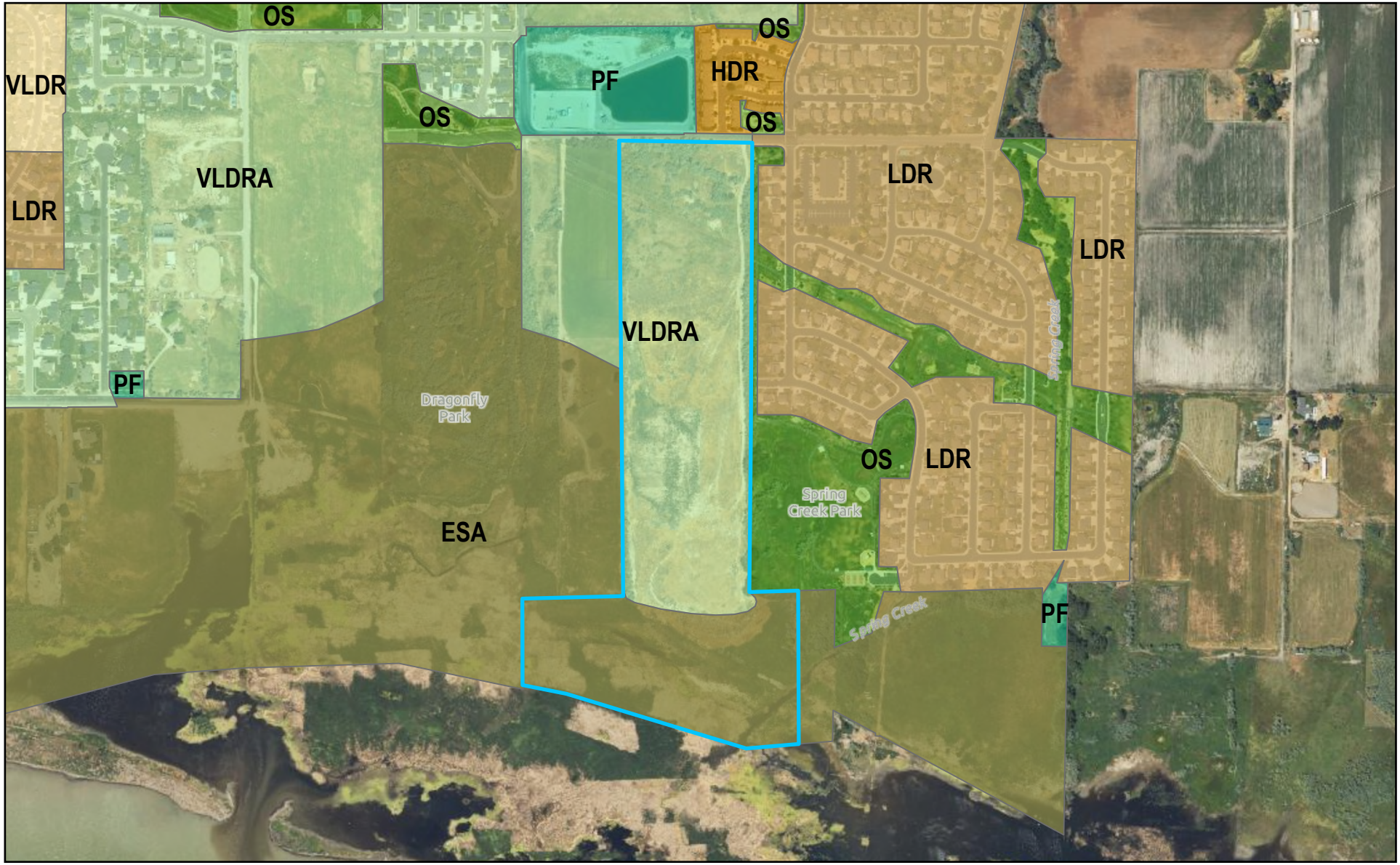


0 500 1,000 2,000 Feet

LEHI CITY

Spring Meadows

General Plan

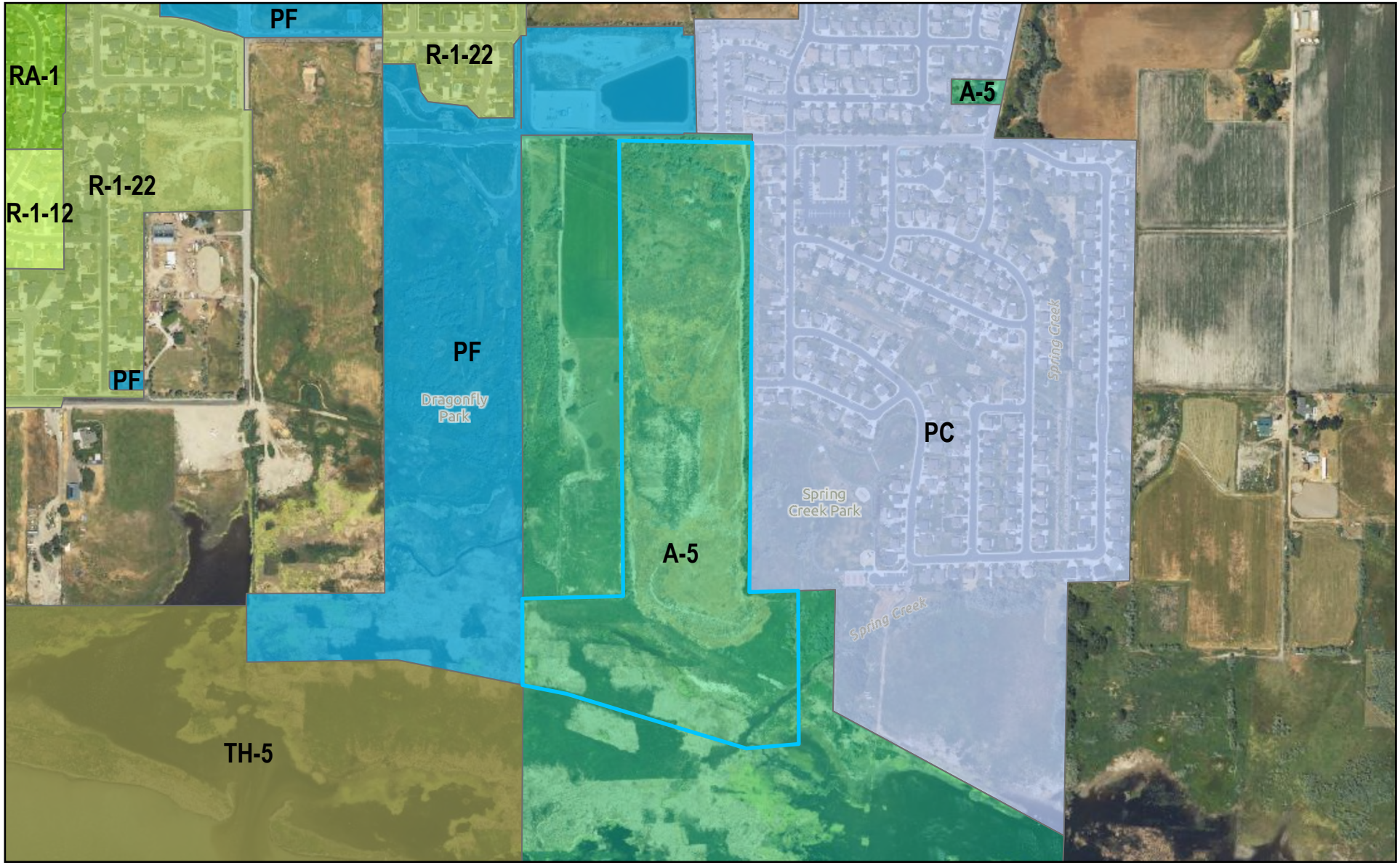


0 500 1,000 2,000 Feet

LEHI CITY

Spring Meadows

Zoning



0 500 1,000 2,000 Feet

LEHI CITY

SPRING MEADOW VILLAS CONCEPT PLAN

LOCATED IN THE SOUTHWEST QUARTER OF SECTION 21,
TOWNSHIP 5 SOUTH, RANGE 1 EAST, SALT LAKE BASE
AND MERIDIAN; LEHI CITY, UTAH COUNTY, UTAH



0 100 200 300

SCALE: 1" = 100'

Agenda Item No: 10

City Council Agenda Item Report

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

Subject:
Consideration of Ordinance #16-2026, approving a General Plan Amendment on 7.1 acres located at 2424 West 900 North changing the designation from Very-Low Density Residential Agriculture (VLDRA) to Very-Low Density Residential (VLDR).

Suggested Action:

Attachments:

Ord 16-2026

Bishop General Plan Amendment

ORDINANCE NO: 16-2026

ORDINANCE AMENDING THE GENERAL PLAN LAND USE MAP AT 2424 WEST 900 NORTH

WHEREAS, on April 14, 2026, following all necessary public hearings, the Lehi City Council amended the Lehi City General Plan; and

WHEREAS, the Lehi City Planning Commission held a public hearing on March 26, 2026, to review and make a recommendation on General Plan Amendment located at 2424 West 900 North, changing the land use designation from Very Low-Density Residential Agriculture to Very Low-Density Residential, as shown in Exhibit "A", and forwarded their recommendation to the City Council; and

WHEREAS, the City Council held a public meeting on April 14, 2026, pursuant to the requirements for an amendment of the Lehi City General Plan;

NOW, THEREFORE, IT IS ORDAINED BY THE CITY COUNCIL OF LEHI CITY, UTAH AS FOLLOWS:

PART 1:

The Land Use Element of the Lehi City General Plan and General Plan Land Use Map is hereby amended to change the subject property to the Very Low-Density Residential designation. The total amendment will include 7.17 acres of property located at 2424 West 900 North, more specifically shown on Exhibit "A" attached hereto.

PART II:

If a provision of this Ordinance #16-2026 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.

A. 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.

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

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

Approved and Adopted by the City Council of Lehi City this 14th day of April, 2026.

ATTEST

_____	_____
Paul Binns, Mayor	Teisha Wilson, City Recorder

State of Utah
County of Utah

Subscribed and sworn/affirmed before me by

_____
Name of Person

This ___ day of _____ _____
Month Year

By_____
Notary Public

Exhibit A

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

BISHOP GENERAL PLAN AMENDMENT

CITY COUNCIL REPORT

Applicant	Terry Bishop		
Meeting Date	March 26, 2026		
Requested Action/Purpose	Approval of a proposed general plan amendment		
Location	2424 West 900 North		
Acreage	7.17 acres		
Existing Zoning	TH-5		
Existing General Plan Land Use Designation	Very Low-Density Residential Agriculture (VLDRA)		
Proposed Land Use Designation	Very Low-Density Residential (VLDR)		
Existing Land Use	Agriculture		
Adjacent Zoning and Land Use	*North*	R-1-22	Colledge Farms Subdivision
	South	R-1-22	Colledge Farms Subdivision
	East	R-1-22	Single-family residential
	West	R-1-22	Colledge Farms Subdivision
Date of DRC Review	March 11, 2026		
Date of Planning Commission Review	March 26, 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
The Planning Commission should consider the following factors, among others, when reviewing a General Plan amendment:

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

APPLICABLE GENERAL PLAN GOALS AND POLICIES

Very Low-Density Residential Agriculture - The purpose of the Very Low Density Residential/Agricultural (VLDRA) classification is to provide for single-family residential areas within a rural setting, with an overall neighborhood density not to exceed 1.75 units per acre. Much of the area designated as VLDRA is located where small-

scale farming, hobby farming, or other agricultural uses are present. Where new development is allowed adjacent to existing agricultural areas, the new development must be sensitive to the existing uses. Larger lot sizes and lower density zones that allow for animal rights will be encouraged where adjacent to such agricultural areas. In particular, provision should be made for hobby farms, ranchettes, or equestrian-related developments where the development is to be located adjacent to similar existing uses.

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

Very Low-Density Residential - The purpose of the Very Low Density Residential (VLDR) classification is to provide for large-lot single-family residential areas and/or hobby farm developments. The overall neighborhood density is not to exceed 2.5 units per acre.

REPORT ANALYSIS

The applicant is requesting to amend the General Plan land use designation of this property from Very Low-Density Residential Agriculture to Very Low-Density Residential on 7.14 acres of property located at 2424 West 900 North. This is to facilitate the approval and subsequent construction of a single-family subdivision.

The proposed General Plan amendment would allow for the construction of 15,000 square foot lots. The number of lots that could be constructed under the VLDR designation would be 17 instead of 12. It would be an increase of five lots. However, because of the layout of the property and the roads, it is unlikely a developer could reach the full 17 lots. The roads are stubbed in at two different locations and are required to connect according to the Lehi Development Code, therefore utilizing much of the buildable area and bisecting the property.

The applicant is requesting this amendment to better match the size of the surrounding homes. Surrounding the property is the subdivision of Colledge Farms, a Planned Residential Unit subdivision. Because this subdivision was approved as a PRD, the subdivision was granted flexibility in their lot sizes. The surrounding lots are around 15,000 square-feet in size, which would be the minimum lot size for the VLDR designation. It would be up to the Planning Commission and City Council to determine if the General Plan Amendment is justified with these reasonings.

The DRC had two redline comments. They clarified what designation the applicant was asking for, and how much the units per acre could increase under the new designation. Please consider all DRC comments in your motion.

POSSIBLE MOTIONS AND FINDINGS

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

1. The proposed General Plan amendment is/is not in conformance with the purposes, intent, and provisions of the General Plan and its various elements.
2. The proposed General Plan amendment is/is not consistent with the land uses and zoning of nearby and adjoining properties.
3. The proposed General Plan amendment will/will not have a substantial adverse effect on surrounding property.
4. The affected site is/is not physically suitable in terms of design, location, shape, size, operating characteristics, and the provision of public services to accommodate any potential future uses, including all landscaping, loading areas, open spaces, parking areas, setbacks, buffering/screening, walls, fences, yards, and other required features.

5. Additional findings based upon information presented during the public hearing.

PLANNING COMMISSION RECOMMENDATION

The Planning Commission reviewed the proposed general plan amendment on March 26, 2026. The minutes and motion from this meeting are as follows:

3.5) Public hearing and recommendation of Terry Bishop's request for a General Plan Amendment on 7.1 acres located at 2424 West 900 North changing the designation from Very-Low Density Residential Agriculture (VLDRA) to Very-Low Density Residential (VLDR).

Brittney Harris presented the item, and explained that this proposal would change the requirement from 1/2 acre lots to 1/3 acre lots. The surrounding lots are closer to 1/3 acres due to dedicated open space through the development. Once roads are included, the density will not be increased by much.

Commissioner Jones clarified that the applicant is not asking for the maximum 17 permitted lots. Only plans for 11 or 13 lots were submitted. Harris explained that it would be very difficult to get more lots than what is shown in the plans.

Jarron Davis was present, representing the Bishop family. He explained what has happened since the property was first seen last December. They are asking for one additional lot over 12 to deal with the hardship of the road connections. They want to prevent abrupt angles. They would prefer to have a deal that locks them in on 13 lots and no more. He mentioned that the water rights have already been procured.

Commissioner Eyre opened public comment.

Robert Allred lives to the west of the property. He is highly in favor of this plan and thinks it will nicely match what is near. He thinks this will be an asset to the area.

Bill Clement lives on the east. He thinks this is a great subdivision and supports it. He likes the size of the lots.

Brook Brill came to the stand with her child Hendricks. Over the past six years they've watched the animals being cared for on the property, and they're happy to see the plans for the new subdivision.

Jeremy asked what the curb and gutter situation would be. He wants them to be consistent.

Bruce Allfin is to the south. He thinks the 13 lot proposal is consistent with both adjacent neighborhoods. He thinks that this is a good plan.

Austin Beck lives to the south. He thinks the 13 lot plan is fine, and would be opposed to a 17 lot plan.

Carly Jonshon lives to the north. She loves the proposed plan. She has confidence in either layout and thinks it will finish off the neighborhood super well.

Motion: Commissioner Jones moved to approve the minutes as presented. Commissioner Roberts seconded.

Vote: Commissioner Jones, yes. Commissioner Su'a-Filo, yes. Commissioner Eyre, yes. Commissioner Kunze, yes. Commissioner Roberts, yes.

Motion passed unanimously.

Bishop General Plan Amendment
DRC Redline Comments

Jaren Larsen- requests review of the Bishop General Plan Amendment on 7.17 acres located at 2424 West 900 North, changing the general plan from Very Low-Density Residential Agriculture (VLDRA) to Very-Low Density Residential (VLDR).

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:
Representatives of the Applicant Present: Terry Bishop
Date of Plans Reviewed: 02/26/26
Time Start: 2:25 PM
Time End: 2:30 PM

DRC REDLINE COMMENTS:
Glade – Power: No comments.
Brad – Fiber: No comments.
Garion – Fire: No comments.
Ryan – Water/Sewer: No comments.
James – Parks: No comments.
Gary S. – Building/Inspections: No comments.
Shelbey – Public Works: No comments.
Gary E. – Engineering: No comments.
Luke – Traffic: No comments.
Kim – Planning:
1. 12 lots under VLDRA. 17 units under VLDR.
2. Proposed amendment is from VLDRA to VLDR.

DRC COMMENTS:
Consistency with the elements of the Lehi City General Plan.
The only General Plan Element affected by the proposed amendment is the Land Use Element.

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

Insert Definitions for existing and proposed land uses from the General Plan pages 21-26

THIS ITEM WILL BE SCHEDULED FOR PLANNING COMMISSION ON MARCH 26TH (PENDING ENVELOPES).

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.

a. Reason and justification for the proposed amendment.

The proposed amendment requests an adjustment to the General Plan land use designation for the 7.14-acre parcel at 2424 W 900 N (Tax ID 58:026:0048) from its current agricultural classification (planned for eventual R-1-22 zoning with 22,000 sq ft minimum lots) to support a blended single-family residential layout. This layout features an average lot size of 20,234 sq ft across 13 lots, with three larger lots meeting full R-1-22 standards on the southern portion and ten additional lots transitioning to sizes as small as 17,500 sq ft to better align with existing development to the north.

The core reason for this request is the parcel's long-standing role as a family farm that has become increasingly out of place in its now-residential surroundings. The Bishop family originally purchased and operated the property as a working farm raising cattle and horses while the parents resided in the existing home. Over the decades, adjacent farmland has been fully converted to single-family residential subdivisions, creating a mismatch between the remaining agricultural use and the neighborhood character. Neighbors have expressed discomfort with animal-related odors and flies, making continued farming untenable for the family.

The Bishops have consistently supported responsible growth in the area. They donated land and granted utility access that reduced costs for nearby developers and enabled new homes to be built efficiently. Now, as the last significant agricultural parcel in this northwest sector, the property faces practical challenges: two dead-end roads from prior subdivisions terminate awkwardly at the property line in locations chosen for the convenience of those earlier developments rather than for optimal future connectivity on the Bishop land. Strict adherence to R-1-22 minimums produces long, narrow, oddly shaped lots with excessive frontage that feel disconnected from the neighborhood pattern and fail to create a cohesive subdivision.

The proposed blended concept resolves these issues by allowing a thoughtful design: larger lots on the south to match adjacent properties, gradually transitioning northward to sizes more consistent with nearby development. This results in a well-planned, attractive subdivision that fits the existing community fabric, improves road alignment and circulation, and meets current market demand for functional family homes. The adjustment supports Lehi City's stated preference for orderly, context-sensitive infill on parcels already served by infrastructure, prevents inefficient land use, and honors the family's contributions to past growth while enabling a fair and appropriate next step.

b. Consistency of the proposed amendment with the goals and policies of the General Plan.

This amendment aligns closely with the Lehi City General Plan (particularly the 2022 Land Use Element and related updates), which promotes managed residential growth, housing diversity within single-family contexts, and sensitive transitions from rural to urban uses. The Residential Development section specifically encourages varying lot sizes within subdivisions to create unique neighborhood character, improve design

flexibility, and foster social connections (Strategy 1). The proposed average of 20,234 sq ft, with a range that bridges standards, directly implements this approach while keeping overall density low (approximately 1.82 units per acre), well within Very Low Density Residential guidelines.

The General Plan directs new development to infill areas with existing infrastructure to maximize efficiency and avoid sprawl. This parcel is fully surrounded by developed residential uses and benefits from utilities and roads partially enabled by prior Bishop contributions, making it an ideal candidate for a well-integrated residential conversion rather than continued agricultural isolation. Policies for transitioning agricultural lands emphasize compatibility with adjacent uses and the use of flexible tools (such as Planned Residential Developments) to achieve better site design.

In the West Agricultural Area, identified as suitable for sensitive redevelopment, the amendment avoids leapfrog patterns and supports the plan's emphasis on context-sensitive densities: higher where adjacent to more intense uses, lower near established neighborhoods. Public input during the General Plan update process favored infill, reduced vehicle miles traveled, and improved connectivity, all furthered by this proposal's better road integration. The change is consistent with Utah State Code requirements for comprehensive planning that addresses current and future community needs in a balanced, sustainable manner.

c. Compatibility of the proposed land use with the existing land uses of nearby and adjoining properties.

The proposed single-family residential use is highly compatible with the surrounding area, which consists almost entirely of established single-family homes. To the south, lots are generally around 22,000 sq ft (consistent with R-1-22 zoning); to the north, they are smaller and align more closely with R-1-15 standards (around 15,000 sq ft). The blended concept begins with three full R-1-22-compliant lots on the southern boundary and transitions northward to slightly smaller sizes, creating a smooth density gradient that mirrors the existing neighborhood pattern rather than introducing an abrupt change.

Adjoining properties to the east and west are also single-family residential, with no nearby commercial, industrial, or conflicting uses. The General Plan's compatibility policies call for gradual transitions between intensity levels, often achieved through landscaping, setbacks, and design continuity; the proposal incorporates these elements to minimize visual or functional impacts. Unlike a uniform R-1-22 layout that would force irregular, elongated lots out of character with the area's more rectangular platting, this design produces regular shapes, consistent street frontage, and architectural variety that echoes existing homes.

The surrounding farmlands have long since converted to residential, leaving the Bishop parcel as an outlier. Replacing agricultural activity with compatible single-family homes eliminates the source of neighbor concerns (animal odors and flies) while maintaining the quiet, suburban residential character of the area. This approach follows the General

Plan's guidance to ensure new development integrates seamlessly with established neighborhoods through physical and visual transitions.

d. Effect of the proposed amendment on the character of the surrounding area.

The amendment will strengthen and unify the character of the surrounding area by converting an isolated agricultural remnant into a cohesive, well-designed single-family extension of the existing neighborhood. Today, the farm creates visual and functional discontinuity amid dense housing, with dead-end roads and mismatched uses disrupting flow and connectivity. The proposed 13-lot subdivision, with blended lot sizes averaging 20,234 sq ft, will deliver regular, attractive lots that blend seamlessly: larger on the south to match adjacent properties, smaller northward to align with nearby development, resulting in a homogeneous yet varied streetscape that feels planned and intentional.

This change preserves core aspects of Lehi's identity as described in the General Plan, including low-density residential transitions, family-oriented design, and community-enhancing features such as front porches and shared spaces. By correcting inefficient road terminations from prior subdivisions, the plan improves circulation, safety, and walkability without increasing overall density beyond what the area already supports. The General Plan prioritizes context-sensitive infill that protects small-town character; here, avoiding oddly shaped R-1-22 lots in favor of a market-responsive, attractive layout achieves that goal.

As large-animal agriculture has disappeared from the immediate area and is no longer desired by residents, the shift to residential use aligns with community preferences for a clean, consistent neighborhood environment. The result is an enhancement from fragmented to integrated, supporting the plan's vision of vibrant, connected residential areas that respect Lehi's growth history.

e. Gain to the public health, safety, and welfare and overall community benefit for the amendment.

The amendment provides clear and measurable gains to public health, safety, and welfare while delivering broad community benefits consistent with Lehi's planning objectives. Health and welfare improve immediately through the elimination of farm-related nuisances (odors and flies) that have reduced quality of life for nearby residents in an otherwise urbanized setting. Replacing agricultural operations with single-family homes creates a cleaner, more compatible living environment.

Safety benefits arise from redesigned access: the existing dead-end roads, shaped by prior developers, limit circulation and complicate emergency response. The blended plan enables better road alignment and potential connectivity improvements, enhancing traffic flow, pedestrian safety, and access for first responders in line with the General Plan's complete-streets and mobility goals.

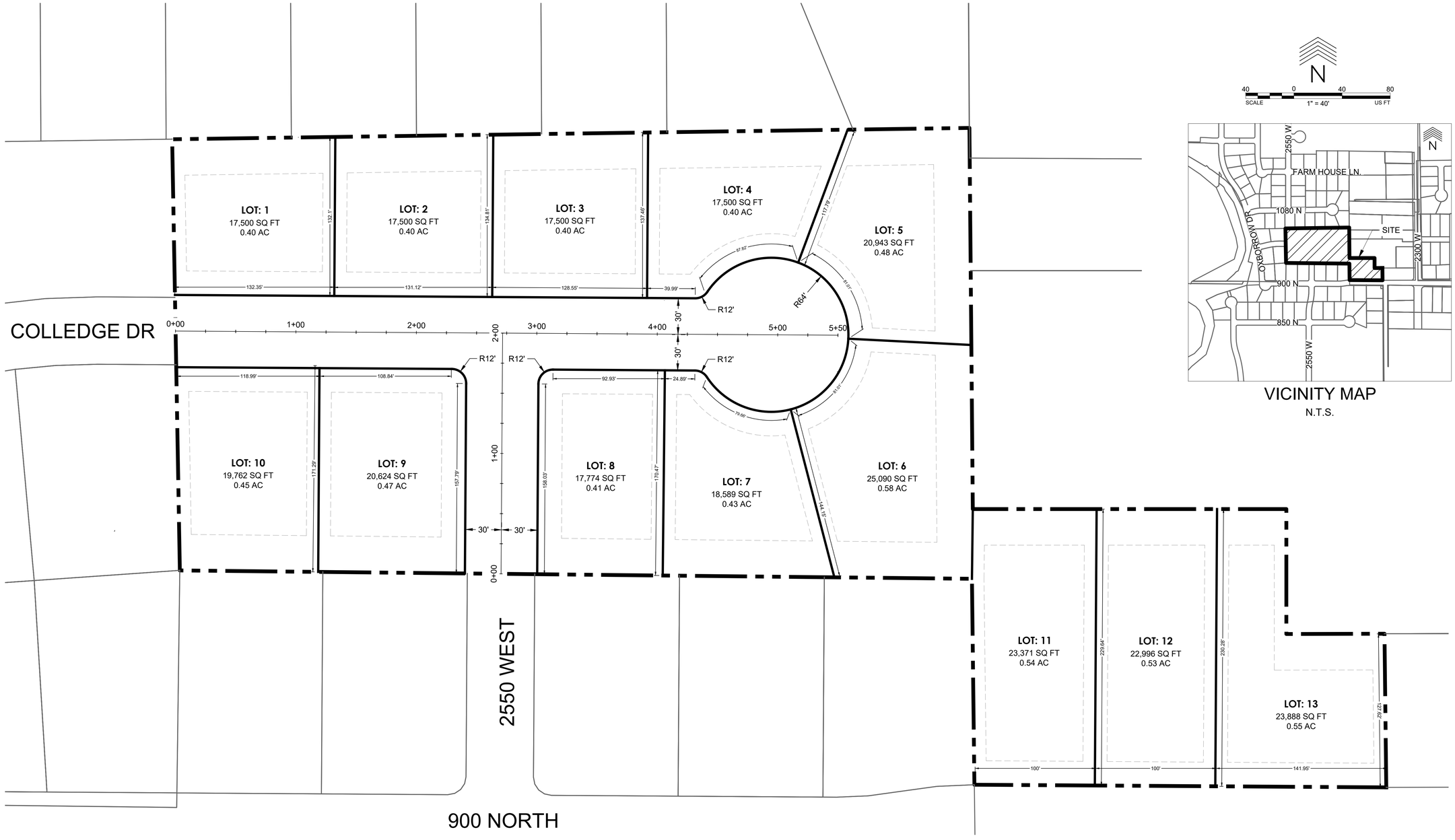
Community-wide benefits include modest addition to the housing supply at densities that match market demand and moderate-income needs (per the Moderate Income Housing Element), utilizing existing infrastructure the Bishops helped provide and thereby reducing public costs for new extensions. The development generates new property tax revenue to support city services while resolving a long-standing planning inequity that left the family burdened by suboptimal road placements.

By facilitating infill in the West Agricultural Area (an identified "Area of Change"), the amendment maximizes prior public investments, prevents inefficient land use, and promotes orderly growth without excessive density. It delivers a thoughtful subdivision that enhances neighborhood cohesion and long-term vitality. Supporters on the Council can point to these outcomes as evidence of balanced, responsible decision-making that honors Lehi's cautious approach to growth while addressing real neighborhood needs.

Avenue Project No. 25-286

BISHOP SUBDIVISION

2424 WEST 900 NORTH
LEHI, UTAH 84043



VICINITY MAP
N.T.S.

N
40 0 40 80
SCALE 1" = 40' US FT

BASIC TABLE						
CURRENT ZONE	PROPOSED ZONE	MINIMUM LOT SIZE	LOT WIDTH	FRONT SETBACK	BACKYARD SETBACK	MINIMUM SIDE SETBACK
TH-5	RA-1	15,000 SQ FT	100 FT	20 FT	30 FT	10 FT

BOUNDARY LEGEND

- SUBDIVISION BOUNDARY
- RW — PROPOSED RIGHT-OF-WAY LINE
- PROPOSED LOT LINE
- SETBACK LINE

REVISIONS:

REVISION	DESCRIPTION

avenue CONSULTANTS
Avenue Consultants, Inc
6575 South Redwood Road, Suite 101
Taylorsville, UT 84123
www.avenueconsultants.com

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1-800-662-4111

CONCEPT SITE PLAN

TERRY BISHOP
BISHOP SUBDIVISION
2424 W 900 N LEHI

Designer	IL
Detailer	IL
Checker	LL

SHEET NO.
1 OF 1

SHEET TITLE
C1-3

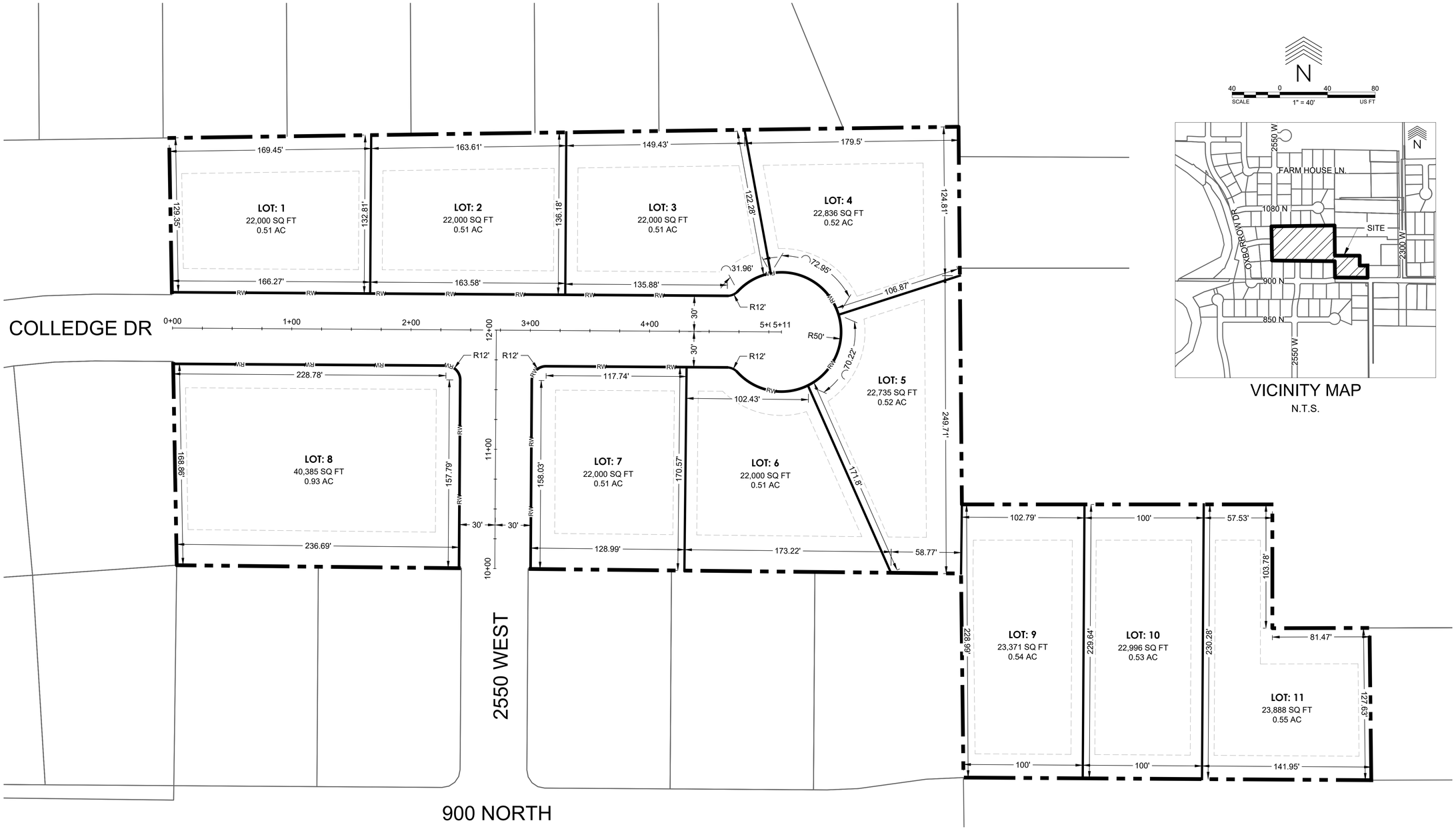
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2/20/2026

Avenue Project No. 25-286

BISHOP SUBDIVISION

2424 WEST 900 NORTH
LEHI, UTAH 84043



VICINITY MAP
N.T.S.

BASIC TABLE							
CURRENT ZONE	PROPOSED ZONE	MINIMUM LOT SIZE	LOT WIDTH	FRONT SETBACK	BACKYARD SETBACK	MINIMUM SIDE SETBACK	RIGHT-OF-WAY
TH-5	R1-22	22,000 SQ FT	100 FT	20 FT	30 FT	10 FT/ 20FT (Corner Lot)	60' WITH 32' ASPHALT

BOUNDARY LEGEND

- SUBDIVISION BOUNDARY
- RW — PROPOSED RIGHT-OF-WAY LINE
- PROPOSED LOT LINE
- SETBACK LINE

REVISIONS:

avenue CONSULTANTS
Avenue Consultants, Inc
6575 South Redwood Road, Suite 101
Taylorsville, UT 84123
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CONCEPT SITE PLAN
TERRY BISHOP
BISHOP SUBDIVISION
2424 W 900 N, LEHI

Designer	IL
Detailer	IL
Checker	LL

SHEET NO.
1 OF 2
SHEET TITLE
C1-0

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1/22/2026

Final Spur Ranch

Aerial

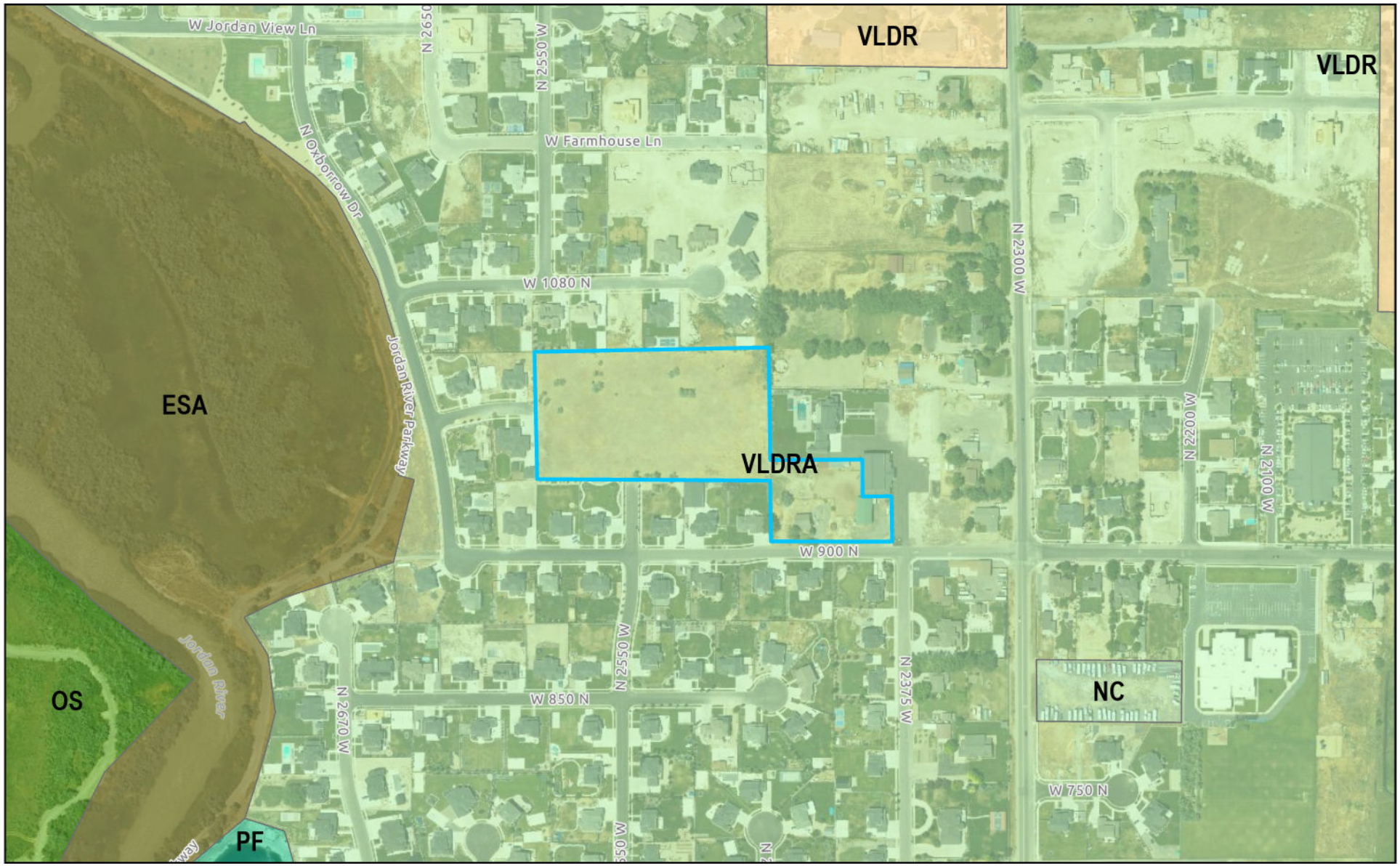


0 500 1,000 2,000 Feet

LEHI CITY

Final Spur Ranch

General Plan

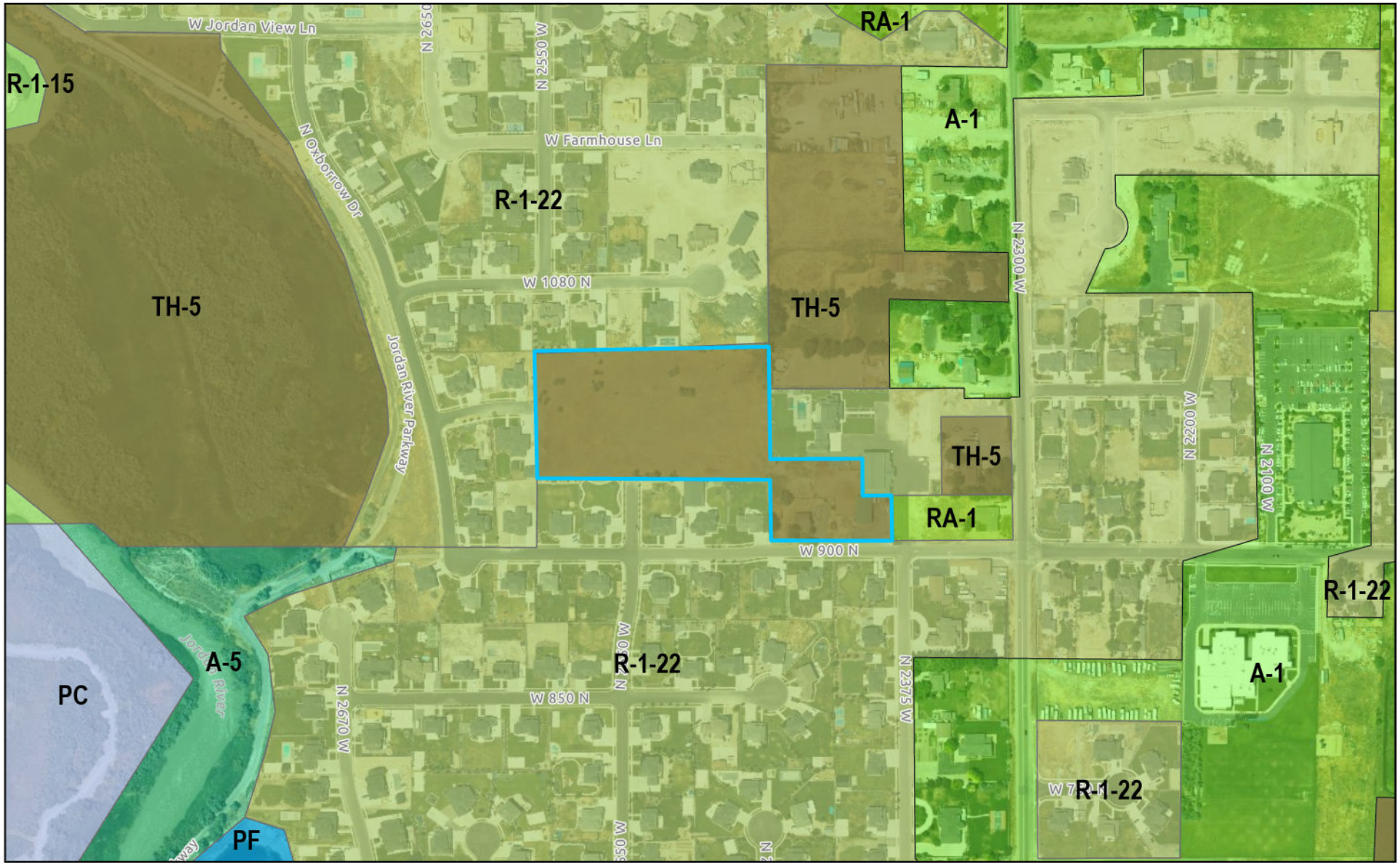


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LEHI CITY

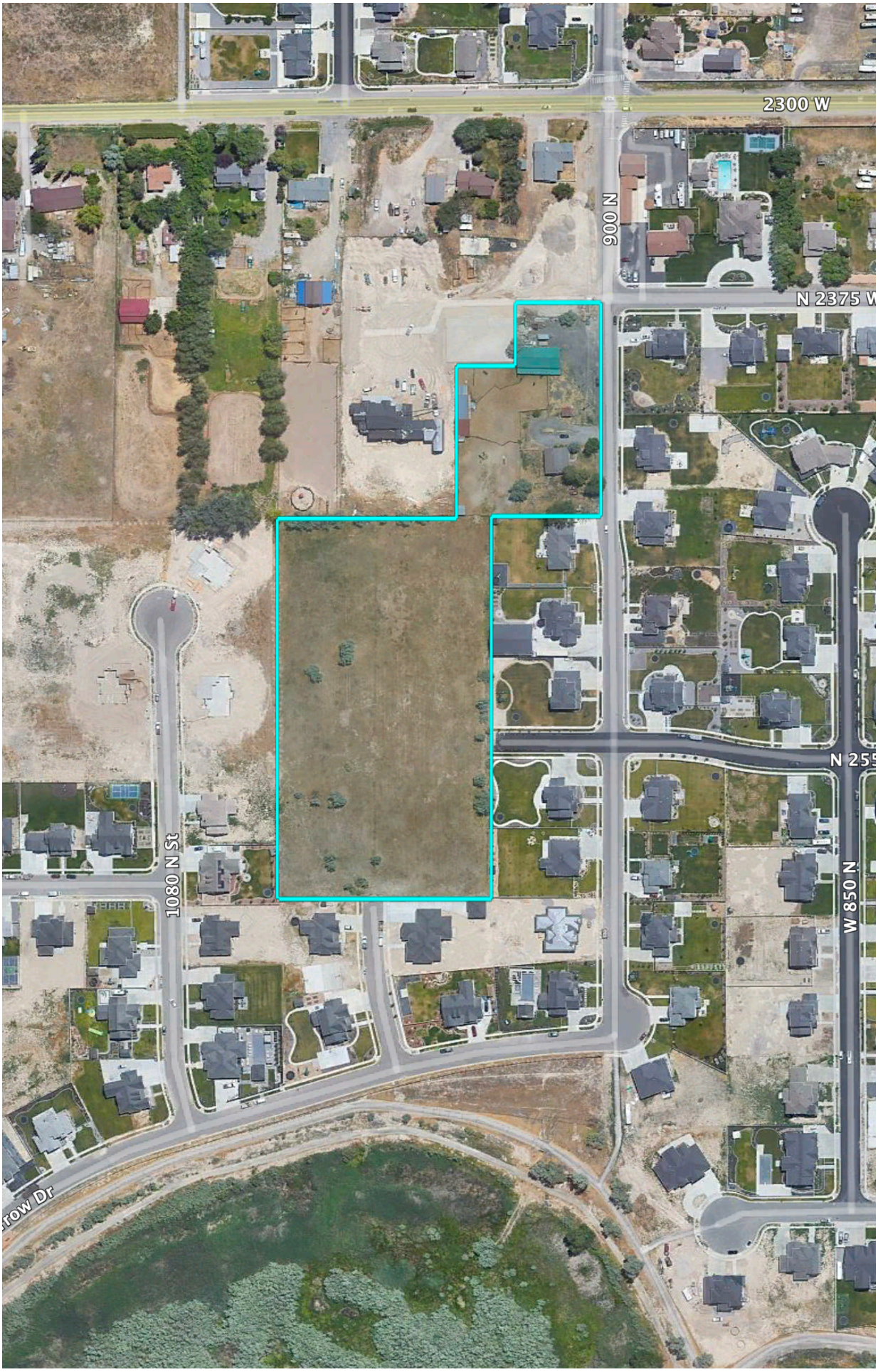
Final Spur Ranch

Zoning



0 500 1,000 2,000 Feet

LEHI CITY


2300 W
900 N
N 2375 W
N 255
1080 N St
W 850 N

Agenda Item No: 11

City Council Agenda Item Report

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

Subject:
Consideration of Ordinance #17-2026, approving a Development Code Amendment to Table 05.030-B and Chapter 39 adding a Flex Commercial Building use.

Suggested Action:

Attachments:

Ord 17-2026

X Development Development Code Amendment

ORDINANCE NO: 17-2026

AN ORDINANCE AMENDING THE LEHI CITY DEVELOPMENT CODE TABLE 05.030.B. AND CHAPTER 39, FLEX COMMERCIAL BUILDING

WHEREAS, X Development requests to amend Table 05.030B and Chapter 39 of the Lehi City Development Code; and

WHEREAS, this amendment seeks to add a new Flex Commercial Building Use; and

WHEREAS, following a public hearing on March 26, 2026, the Lehi City Planning Commission reviewed the proposed revisions and forwarded a positive recommendation to the City Council; and

WHEREAS, on April 14, 2026, the City Council held a duly noticed meeting to receive public comment and ascertain the facts regarding this matter, which facts and comments are found in the hearing record and which include the staff report, minutes from the Planning Commission meeting of March 26, 2026, and the positive recommendation of the Planning Commission; and,

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

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

PART I:

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

PART II:

A. If a provision of this Ordinance #17-2026 conflicts with a provision of a previously adopted ordinance concerning the same title, chapter, and/or section number amended herein, the provision in this Ordinance shall prevail.

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

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

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

required by law.

Approved and Adopted by the City Council of Lehi City this 14th day of April, 2026.

ATTEST

_____	_____
Paul Binns, Mayor	Teisha Wilson, City Recorder

State of Utah
County of Utah

Subscribed and sworn/affirmed before me by

_____
Name of Person

This ___ day of _____ _____
Month Year

By_____
Notary Public

X DEVELOPMENT- FLEX COMMERCIAL BUILDING DEVELOPMENT CODE AMENDMENT

CITY COUNCIL REPORT

Applicant	X Development
Meeting Date	April 14, 2026
Requested Action/Purpose	Approval of proposed amendments to the Lehi City Development Code
Decision Type	Legislative
Date of DRC Review	February 18, 2026
Date of Planning Commission Review	March 26, 2026

REQUIRED ACTION

Planning Commission	Review and recommendation
City Council	Final approval

APPLICABLE DEVELOPMENT CODE REGULATIONS

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

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

REPORT ANALYSIS

The applicant requests approval of their proposed amendments to Table 05.030.B. and Chapter 39 Definitions. The applicant would like to add a new use “Flex Commercial Building”. They originally wanted to amend “Light Office Warehouse” but the use is different enough, Staff recommended they create a new use.

The use is intended to include a small portion (15 percent minimum) of retail, services or office space. This area will look like a regular retail space. The rest of the building will include warehouse space. Typical businesses might include those who primarily do internet sales but also want a retail front.

The applicant proposes designating “Flex Commercial Building” as a permitted use in the Commercial, Heavy Commercial, Regional Commercial, Light Industrial, Mixed Use, and Technical Manufacturing zones.

The Reviewing Departments (DRC) reviewed the proposed Development Code Amendment and had the following comments:

1. Might need examples or measurable standards (windows, transparency percentage, entry design) to reduce subjective interpretation
2. Clarify if the15% is calculated on the entire building, or each unit.
3. Recommend removing this use from Mixed-Use.
4. Possible alternative: Flex Commercial Building – A commercial building designed for flexible interior use of retail, office, warehouse, or service functions. At least 15% of the building's gross floor area shall be occupied by office, retail, or service uses. Street-facing facades shall have a retail or office storefront appearance, including windows, entries, and architectural features consistent with pedestrian-oriented design. Interior layouts may be modified without structural changes to accommodate different tenant needs.

Please consider including all DRC comments in your motion.

POSSIBLE MOTIONS AND FINDINGS

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

1. The proposed Development Code Amendment will provide more commercial opportunity in the City.
2. The proposed Development Code Amendment will/ will not preserve the character of the commercial areas in the City.
3. The proposed Development Code amendment is/is not in conformance with the purposes, intent, and provisions of the General Plan and its various elements.
4. Additional findings based upon information presented during the public hearing.

PLANNING COMMISSION RECOMMENDATION

The Planning Commission reviewed the proposed Development Code Amendment on March 26,2026. The minutes and motion from that meeting follow.

3.1) Public hearing and recommendation of X Development's request for review of a Development Code Amendment to Table 05.030-B and Chapter 39 adding a Flex Commercial Building use. (Tabled from the March 12th meeting)

Brittney Harris presented the item. The applicant originally wanted to amend the light warehouse use in the code, but staff suggested a new use instead. This use will cater to small warehouse businesses with storefronts included. It is recommended for light industrial and commercial zones, but not for mixed-use. Commissioner Roberts asked why mixed-use is not one of the recommended allowed zones. Harris explained that its geared more towards warehouse uses.

Jason Woll was present, representing X Development. They feel there is a need for uses that contain a warehouse component but also have a heavy retail focus. Design elements were included to make the buildings more approachable, and Woll gave examples of business that might fit this use.

Commissioner Eyre asked what the benefit of rebranding office warehouse as flex commercial would be. Woll explained that it would incorporate more customer-facing businesses.

Commissioner Roberts asked some logistical questions about the area of storefronts versus the area of warehouse space.

Carla Mata, with X Development, explained that there are currently no exact examples in Lehi of the type of project

they would like to allow, as the businesses that this amendment would cater to are currently spread across large areas with warehouse storage in one location and retail in another.

Commissioner Eyre opened and closed public comment.

Commissioner Su'a-Filo mentioned his personal experience with a type of business in American Fork that would benefit from this amendment. Commissioner Roberts agreed that he can see the need.

Mata explained that ideally, developers will be able to build additional smaller businesses around warehouses to create a more cohesive retail area.

Commissioner Jones shared that he likes and appreciates the proposal. He mentioned staff comments that say this warrants an amendment.

Commissioner Roberts feared that this could be utilized by large-scale warehouses with storefronts, but other than that, he was in favor. He acknowledged that that wasn't the applicant's goal with the amendment.

> **Motion:** Commissioner Jones moved to give a positive recommendation to the Lehi City Council with the findings that this proposed amendment will provide more commercial opportunity in the city, it will preserve the character of the relevant commercial areas, and that it is in conformance with the purposes, intent, and provisions of the General Plan and it's various elements. He included all DRC comments. Commissioner Roberts seconded.
>
> **Vote:** Commissioner Jones, yes. Commissioner Su'a-Filo, yes. Commissioner Eyre, yes. Commissioner Kunze, yes. Commissioner Roberts, yes.
>
> Motion passed unanimously.

X Development—Development Code Amendment
DRC Redline Comments

X Development- requests review of a Development Code Amendment to Table 05.030-B. And Chapter 39 Definitions adding a Flex Commercial Building Use

DRC Members Present: Glade Kirkham, Garion Rowett, Ryan Allred, Shelbey Brewer, Kim Struthers, Gary Smith, Gary Ellis, James Farnsworth, Luke Seegmiller, Brad Wilbur
Assigned Planner: Brittney Harris
Representatives of the Applicant Present: Karla Mata, Eric Towner and Jason Boal
Date of Plans Reviewed: 02/11/26
Time Start: 2:17pm
Time End: 2:20pm

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

1. Might need examples or measurable standards (windows, transparency percentage, entry design) to reduce subjective interpretation
2. Clarify if the 15% is calculated on the entire building, or each unit.
3. Recommend removing this use from Mixed-Use.
4. Possible alternative:
   Flex Commercial Building – A commercial building designed for flexible interior use of retail, office, warehouse, or service functions. At least 15% of the building's gross floor area shall be occupied by office, retail, or service uses. Street-facing facades shall have a retail or office storefront appearance, including windows, entries, and architectural features consistent with pedestrian-oriented design. Interior layouts may be modified without structural changes to accommodate different tenant needs.

THIS ITEM WILL BE SCHEDULED FOR PLANNING COMMISSION ON MARCH 12th

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.

Purpose and Intent

The purpose of this proposed text amendment is to modernize the Lehi City zoning code through the addition of a new land use definition, “Flex Commercial Building.” This new definition is intended to address the evolution of contemporary flex commercial and employment-oriented development while maintaining compatibility with surrounding land uses.

The introduction of a Flex Commercial Building category provides a distinct regulatory framework for a development type that is increasingly common in today’s market but not adequately captured by existing definitions in the city of Lehi. The proposed amendment aligns Lehi City’s zoning standards with current development patterns, tenant demands, and nationally recognized best practices for flex space design, while preserving established community expectations related to building orientation, façade treatment, and operational impacts.

Limitations of Existing Definitions

While Lehi’s existing land use definitions have served traditional office and warehouse development well, they are not structured to accommodate modern flex building typologies. Current classifications rely on fixed internal use ratios, particularly office-heavy requirements, that do not reflect how contemporary flex buildings are designed, leased, or operated.

Today’s flex users, which include entertainment concepts, athletic events and training, ecommerce businesses with showroom components, small start-ups, technology firms, contractors, research and development tenants, and service-oriented businesses, require adaptable space configurations. These uses often emphasize showroom, display, staging, light assembly, or storage functions, supported by a smaller but still meaningful office or customer-facing component. Existing definitions do not provide a clear pathway for these low-impact, commercially oriented uses, despite their compatibility with commercial and employment districts.

Industry research indicates that rigid internal use thresholds can unintentionally discourage reinvestment, reduce tenant flexibility, and push otherwise appropriate uses into heavier industrial zoning districts, even when their operational impacts remain low-intensity and suitable for customer-facing environments.

Rationale for the Proposed Definition

The proposed Flex Commercial Building definition establishes a separate, purpose-built category that recognizes flexibility as a defining characteristic rather than an exception. By requiring a minimum of 15 percent commercial, office, or retail space, the definition ensures that buildings maintain an active, professional presence and support customer interaction, while allowing the

remaining floor area to accommodate a broad range of low-impact employment and commercial activities.

This approach reflects best practices identified in flex space research and zoning studies, which consistently emphasize adaptability as critical to long-term project viability. Flex Commercial Buildings are intentionally designed to evolve over time in response to changing business models, technology, and workforce needs—without requiring repeated zoning amendments or variances.

Planning literature also demonstrates that neighborhood compatibility is driven less by internal space allocation and more by external design, site layout, access management, and operational controls. These factors are directly addressed and reinforced through the standards associated with the proposed definition.

Compatibility and Design Safeguards

The proposed amendment incorporates clear design and operational safeguards to ensure compatibility with adjacent land uses and public streets, including:

- Building facades fronting roadways must maintain an office or storefront appearance.
- Roll-up doors are limited to facades not facing public streets, preserving a pedestrian-oriented and professional streetscape.
- Individual suite or unit sizes are capped at 30,000 square feet, preventing large-scale industrial operations that would be inconsistent with commercial district character.

These standards are consistent with national flex development guidance and regional zoning practices, which identify high-quality façade design and controlled loading access as key tools for mitigating perceived industrial impacts in commercial settings.

Economic Development and Local Context

From an economic development standpoint, the addition of a Flex Commercial Building definition supports small and mid-sized businesses that are increasingly underserved by traditional zoning categories. In Utah and similar high-growth markets, flex commercial projects have emerged as significant employment generators, providing space for entrepreneurs and growing firms that do not fit neatly into “office-only” or “warehouse-only” classifications.

Importantly, the proposed flex commercial framework is intended to function as a customer-facing, employment-oriented environment rather than a traditional industrial area. By emphasizing building design, site layout, and operational characteristics that support client interaction, employee accessibility, and compatibility with surrounding uses, this zoning approach creates a more inviting and commercially oriented experience for customers and the public.

Establishing a clear flex definition improves regulatory clarity, enhances project feasibility, and encourages reinvestment in commercial employment areas, while maintaining expectations for high-quality development, customer-oriented design, and community compatibility.

Conclusion

The proposed text amendment represents a targeted, policy-consistent update that reflects current development realities while preserving Lehi City's community character and design standards. By adding a new Flex Commercial Building definition, the zoning code will more effectively support economic diversification, adaptive reuse, and long-term flexibility, while continuing to protect the public realm through strong design and operational controls.

Chapter 39: Definitions

(new definition)

Flex Commercial Building - A commercial building designed to accommodate flexibility in the internal arrangement of retail, office, warehouse and service. At least fifteen percent (15%) of the building square footage shall consist of office, retail or service area. As a retail focused building, facades fronting roadways shall have an office/storefront appearance.

TABLE 05-030-B

TABLE OF USES – NONRESIDENTIAL ZONES

USE	DISTRICT										
	NC	C	C-H	CR	C-1	BP	LI	MU	T/M	PF	HI
COMMERCIAL/NONRESIDENTIAL USES											
Financial Institutions and Services	P	P		P	P	P		P	P		
Flex Commercial Building		**P**	**P**	**P**			**P**	**P**	**P**		
Funeral Home	P	P	P	P			P	P			

Agenda Item No: 12

City Council Agenda Item Report

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

Subject:
Consideration of Ordinance #18-2026, approving a General Plan Amendment on 2.8-acres located at 41 East 900 North changing the designation from Low Density Residential (LDR) to Mixed-Use (MU).

Suggested Action:

Attachments:

Ord 18-2026

Georgetown Development General Plan Amendment

ORDINANCE NO: 18-2026

ORDINANCE AMENDING THE LAND USE ELEMENT OF THE LEHI CITY GENERAL PLAN, THE GENERAL PLAN LAND USE MAP, AND THE MAP OF DENSITIES FOR THE MIXED USE AND TOD ZONES AT 41 EAST 900 NORTH

WHEREAS, on April 14, 2026, following all necessary public hearings, the Lehi City Council adopted an amendment to the Lehi City General Plan which included the 2022 Land Use Element together with the Lehi City General Plan Land Use Map; and

WHEREAS, the Lehi City Planning Commission held a public hearing on March 26, 2026, to review and make a recommendation on the General Plan Amendment located at 41 East 900 North, changing the land use designation to Mixed-Use, as shown on Exhibit "A" and forwarded their recommendation to the City Council; and

WHEREAS, the City Council held a public meeting on April 26, 2026, pursuant to the requirements for amendment of the Land Use Element of the Lehi City General Plan and General Plan Land Use Map, changing the land use designation to Mixed-Use.

NOW, THEREFORE, IT IS ORDAINED BY THE CITY COUNCIL OF LEHI CITY, UTAH AS FOLLOWS:

PART 1:

The Land Use Element of the Lehi City General Plan and General Plan Land Use Map is hereby amended to change the subject property to the Mixed-Use designation. The total amendment will include approximately 2.8-acres of property located at 41 East 900 North, more specifically shown on Exhibit "A" attached hereto.

PART II:

If a provision of this Ordinance #18-2026 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.

A. 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.

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

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

Approved and Adopted by the City Council of Lehi City this 14th day of April 2026.

ATTEST

_____	_____
Mark Johnson, Mayor	Teisha Wilson, City Recorder

Exhibit A

Georgetown Development's General Plan Amendment Legal Description

Taxing Description: COM S 0 DEG 40' 0" E 1776.47 FT & E 138.75 FT FROM THE NW COR. SEC. 9, T5S, R1E, SLB&M; S 82 DEG 17' 0" E 225.62 FT; N 68 DEG 32' 0" E 111.14 FT; S 82 DEG 35' 0" E 54.8 FT; S 68 DEG 40' 0" E 191 FT; S 1 DEG 3' 0" W 158.95 FT; N 88 DEG 59' 41" W 8.08 FT; S 1 DEG 7' 0" W 166.95 FT; N 88 DEG 52' 49" W 7.99 FT; S 1 DEG 7' 0" W 68.58 FT; S 50 DEG 9' 3" E 10.25 FT; S 1 DEG 7' 0" W 8.61 FT; N 50 DEG 38' 0" W 70.63 FT; N 48 DEG 37' 0" W 651.47 FT TO THE POB. AREA 2.839 AC.

GEORGETOWN DEVELOPMENT'S GENERAL PLAN AMENDMENT

CITY COUNCIL REPORT

Applicant	Georgetown Development		
Meeting Date	April 14, 2026		
Requested Action/Purpose	Approval of an amendment to the General Plan		
Decision Type	Legislative		
Location	41 East 900 North		
Acreage	2.8 acres		
Existing Zoning	RA-1		
Existing General Plan Land Use Designation	Low Density Residential (LDR) and Environmentally Sensitive Area (ESA)		
Proposed Land Use Designation	Mixed Use (MU)		
Existing Land Use	Single Family Home		
Adjacent Zoning and Land Use	*North*	R-1-8	Single Family Homes
	South	I-15	I-15
	East	R-1-8	Single Family Homes
	West	I-15	I-15
Date of DRC Review	March 11, 2026		
Date of Planning Commission Review	March 26, 2026		
Assigned Planner	Brittney Harris		

REQUIRED ACTION

Planning Commission	Review and recommendation
City Council	Final approval

APPLICABLE DEVELOPMENT CODE REGULATIONS

Section 04.060 Criteria for Approval
The Planning Commission should consider the following factors, among others, when reviewing a General Plan amendment:

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

APPLICABLE GENERAL PLAN GOALS AND POLICIES

MIXED USE DEVELOPMENT Create walkable and vibrant districts with a complimentary mix of land uses and

densities in the historic downtown, urban center, transit-oriented development areas, and other areas of concentrated density.

PROPERTY HISTORY

June 15, 1872 Property was part of the original land incorporated into Lehi City

REPORT ANALYSIS

The applicant requests approval of a proposed General Plan Amendment from Low Density Residential and Environmentally Sensitive Area to Mixed Use on 2.8 acres located at 41 East 900 North.

The General Plan encourages Mixed Use areas to reduce car travel and also as a transition of uses. In this case, the proposal would provide a transition from the I-15 corridor to the existing neighborhood.

The applicant included an exhibit showing the proposed layout including 20 units. The row of 10 units facing the frontage road are proposed to include a work unit on the ground floor and living space above. The 10 townhomes behind that are proposed as standard residential townhomes.

Amending the General Plan to Mixed Use should also include amending the maximum allowed unit map to show the 20 units for this area. Mixed Use does not provide a guaranteed amount of density it is as allowed by the maximum density map and also approved through a land use plan. Approval of this General Plan Amendment could cap the number of residential units at 20.

The Reviewing Departments (DRC) reviewed the proposed General Plan Amendment and provided informational comments for the applicant. Two comments to consider include:

1. This concept plan represents a density of about 7 units per acre which is between the R-2 and R-2.5 density.
2. This site is located a little more than a quarter of a mile from a future transit station. This aligns with the General Plan goals of adding density near future transit. But may take units from other areas.

POSSIBLE MOTIONS AND FINDINGS

The City Council may approve or deny the proposed General Plan Amendment. Any motion should include findings. Possible findings include:

1. The proposed amendment to the Lehi City General Plan is just a little over a quarter of a mile away from a future transit station, and aligns with the goal to add density near transit.
2. The proposed amendment to the Lehi City General Plan will provide a buffer of land uses next to the I-15 corridor.
3. The proposed amendment to the Lehi City General Plan will not encourage greater active transportation travel and reduce automobile trips.
4. The proposed General Plan amendment is/is not in conformance with the purposes, intent, and provisions of the General Plan and its various elements.
5. The proposed General Plan amendment is/is not consistent with the land uses and zoning of nearby and adjoining properties.
6. Additional findings based upon information presented during the public hearing.

PLANNING COMMISSION RECOMMENDATION

The Planning Commission reviewed the proposed General Plan Amendment on March 26, 2026. The minutes and motion from that meeting follow.

3.6) Public hearing and recommendation of Georgetown Development's request for a General Plan Amendment on 2.8 acres located at 41 East 900 North changing the designation from Low Density Residential (LDR) to Mixed-Use (MU).

Brittney Harris presented the item. A portion of the zone is designated as an ESA, as it is part of the 100 year floodplain. Any development would have to follow FEMA requirements. The Mixed-Use density would be determined from the mixed-use/TOD map. The area is about 1/4 mile from a future transit station, which puts it in the high-density transit support zone.

Staff informed the Commission that the area is no longer designated as an ESA as of recent updates from FEMA.

Brandom Mills was present representing Georgetown Development. This project belongs to his uncle. Due to the location on a floodplain, basements are not feasible. Under different scenarios, the property could fit seven single family lots, or 30 townhomes. The plan they are putting forth will have 10 live/work units at the front of the property and 10 regular units toward the back.

Commissioner Kunze asked about the success of similar projects in Pleasant Grove. They are working well and currently include a barbershop, an optical shop, a phone repair store, a stamp shop, a nail salon, a preschool, and a photo studio.

Commissioner Eyre asked if the projects would be phased. The developer would prefer to do it all at once.

Commissioner Kunze asked about the potential added traffic impact based on past projects. The impact has been insubstantial. Live/work units eliminate commutes, and the layout of the land means everything will front the 1900 N frontage road.

Commissioner Roberts shared his concerns about children that might use or play on the frontage road. He asked about the footprint of the retail space.

Commissioner Eyre reminded everyone that only the General Plan Amendment is being considered tonight.

Commissioner Eyre opened public comment.

Blake Entrican lives to the northwest. He thinks the placement is strange. He has concerns over increasing traffic in a place with lots of children. He doesn't think a Mixed-Use island makes sense when the surrounding area is all residential.

The applicant's wife was in favor of the project.

Bill Hereth left an online comment in favor of the project.

There were several online comments against the item, which mentioned fears of increased traffic and mismatched densities.

Commissioner Eyre closed public comment.

Commissioner Jones asked what the difference in the density change would be. The requested zoning would allow seven units per acre, which would be the equivalent of R-2 zoning. This would approximately double what is allowed currently (four single family homes).

Commissioner Jones could see both sides of the issue. The increased density makes sense if the transit station is coming soon, but he doesn't like arbitrarily increasing density. Commissioner Kunze agreed but argued that the property is a

strange shape and right next to a frontage road. The design makes sense with the circumstances of the property. Commissioner Roberts agreed for the most part. He loves the project but doesn't know if the location is correct. He likes the idea of integrating more commercial development near neighborhoods. He also brought up that the timeline on the transit station is uncertain at this point. Commissioner Eyre shared that this may be a good opportunity to develop a safer path for children to use in the area, even as it introduces conflicts and impact points. He thinks the curb and gutter improvements may add to the neighborhood.

The Commission asked to see the Mixed-Use table. Harris brought it up. She explained that exact units can be determined by the City Council.

Commissioner Jones agreed that residential units along a frontage road didn't make a lot of sense. He isn't sure what else would fit on the property. Commissioner Eyre suggested neighborhood commercial. Commissioner Kunze argued that neighborhood commercial would create more stress in the community than mixed-use zoning would. Commissioner Jones struggled with the ask of almost doubling the density. Commissioner Roberts noted that the portion of the frontage road being discussed isn't very busy.

Commissioner Jones felt that a negative recommendation would be the most appropriate considering the doubled density. The only thing preventing his motion is that he is unsure what else would go there.

> **Motion:** Commissioner Jones moved to give a negative recommendation to the Lehi City Council with the findings that the amendment is not in conformance with the goals, intent, and purpose of the General Plan, that it is inconsistent with the current land uses and zoning. He included all DRC comments. Commissioner Roberts seconded.

Commissioner Eyre asked for clarification on a DRC comment from Kim Struthers. The comment was from a previous iteration of the project.

> **Vote:** Commissioner Jones, yes. Commissioner Su'a-Filo, yes. Commissioner Eyre, no. Commissioner Kunze, no. Commissioner Roberts, no.
>
> Motion failed, three to two, with Jones and Su'a-Filo in favor.

Commissioner Jones asked why the nay votes were cast. Commissioner Eyre likes the project and thinks that there are opportunities in the area, especially with a smaller development like this. Commissioner Kunze agreed and shared that's she thinks Lehi would benefit from more projects like this. Commissioner Su'a-Filo also likes it. Commissioner Eyre clarified that if it was a block further into the neighborhood he might feel different, but this project makes sense along the frontage road and would create a sort of development buffer.

Commissioner Roberts noted that the only thing holding him back was a lack of similar development in the area.

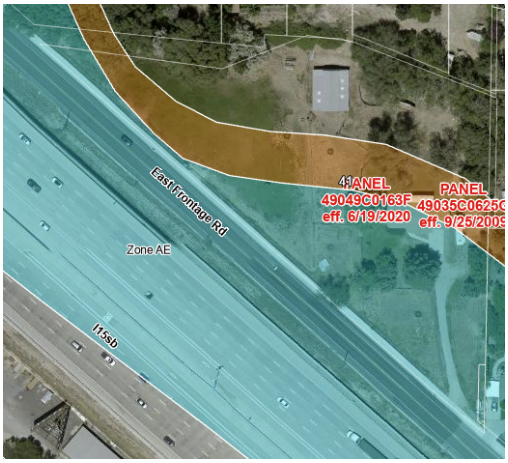
> **Motion:** Commissioner Roberts moved to give a positive recommendation to the Lehi City Council with the findings that the development is within the TOD density, the proposed amendment would provide a buffer to I-15, the amendment would encourage creative acts of travel and could decrease automobile trips, and that the amendment is in conformance with the purposes, intent, and provisions of the General Plan. He included all DRC comments. Commissioner Kunze seconded.
>
> **Vote:** Commissioner Jones, no. Commissioner Su'a-Filo, no. Commissioner Eyre, yes. Commissioner Kunze, yes. Commissioner Roberts, yes.
>
> Motion passed three to two, Jones, and Su'a-Filo against.

Heritage Glen General Plan Amendment
DRC Redline Comments

Georgetown Development- requests review of the Heritage Glen General Plan Amendment on 2.8 acres located at 41 East 900 North changing the zoning from Low Density Residential (LDR) to Mixed-Use (MU).

DRC Members Present: Glade Kirkham, Garion Rowett, Ryan Allred, Shelbey Brewer, Kim Struthers, Gary Smith, Gary Ellis, James Farnsworth, Luke Seegmiller, Brad Wilbur
Assigned Planner: Brittney Harris
Representatives of the Applicant Present: Brandon Mills
Date of Plans Reviewed: 02/26/26
Time Start: 1:09pm
Time End: 1:19pm

DRC REDLINE COMMENTS:
Glade – Power: No comments.
Brad – Fiber: No comments.
Garion – Fire: No comments
Ryan – Water/Sewer:
Existing 10" sewer, 24" storm drain is in 100 east frontage road. Depths on sewer and storm drain must meet Lehi City design standard minimum depth requirements.
James – Parks: No comments
Gary S. – Building/Inspections: No comments
Shelbey – Public Works:
FYI: a portion of this property is in the 100-year flood zone AE and all development will need to comply with FEMA minimum standards.



Gary E. – Engineering:
The western part of the property has an existing General Plan designation of ESA.
At time of final site plan/subdivision, a utility analysis should be completed to verify the available utilities and the density limited to what is available.
Luke – Traffic: No comments
Kim – Planning:
This concept plan represents a density of about 7 units per acre which is between the R-2 and R-2.5 density.
This site is located a little more than a quarter of a mile from a future transit station. This aligns with the General Plan goals of adding density near future transit. But may take units from other areas.

THIS ITEM WILL BE SCHEDULED FOR PLANNING COMMISSION ON MARCH 26th

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

Application for General Plan Amendment
Project: Heritage Glen
Applicant: Georgetown Development Associates, LLC
Property Address: 41 East 900 North, Lehi, Utah
Acreage: 2.8388 Acres
Parcel No. 12:046:0200
Existing General Plan Designation: Low Density Residential (LDR)
Proposed General Plan Designation: Mixed Use (MU)

1. Introduction and Amendment Description

This narrative is submitted in support of the application to amend the Lehi City General Plan for the property situated at 41 East 900 North, Lehi, Utah, which encompasses approximately 2.84 acres. The proposed amendment aims to change the designated land use from Low Density Residential (LDR) to Mixed Use (MU). The intended development consists of ten townhome units and ten live-work units, totaling 20 units. Notably, the live-work units are designed to integrate residential living with dedicated workspace, enabling residents to operate small professional offices, studios, or service-based businesses within the same structure. These units are intended to promote entrepreneurship, contribute to active streetscapes, and provide a compatible transition between residential areas and higher-intensity corridors. Live-work units are particularly well-suited for locations with excellent accessibility, such as frontage roads and areas adjacent to employment and commercial centers. The integration of ten live-work units with ten townhomes will enhance economic vitality and housing diversity, consistent with city objectives to encourage higher density development near major transportation corridors, employment opportunities, and mixed-use districts.

2. Reason and Justification for the Amendment

This request is grounded in five Lehi-specific planning principles:

1. **Increasing Housing Demand and Diversity:** Lehi continues to experience robust population growth, increasing the need for a broader range of housing options to serve the city's evolving population. Amending this site to MU will provide attainable housing choices for a range of residents, including young professionals, first-time homebuyers, families, and entrepreneurs seeking a home/work balance without the significant commute, thereby supporting Lehi's goal to foster inclusive neighborhoods.

2. **Infrastructure Efficiency:** The property's location near established utilities and transportation networks allows for efficient infrastructure deployment. High density development leverages existing systems, reduces per-unit costs, and minimizes the environmental footprint compared to dispersed low-density patterns.
3. **Proximity to Transportation and Employment:** Situated adjacent to major roads and within close proximity to employment centers, commercial nodes, and transit corridors, the site is ideally positioned for MU.
4. **Logical Development Progression:** The amendment reflects a logical progression of development, transitioning from lower to higher density as the area matures. It provides an effective transitional buffer between the freeway, frontage, and low density residential.
5. **Market Realities and Trends:** Current market analyses indicate sustained demand for multifamily and higher density housing in Lehi. The proposed change aligns with regional and local trends, enabling the city to respond proactively to housing needs and economic shifts.

3. Consistency with Lehi General Plan Goals

The amendment is consistent with several key goals of the Lehi General Plan:

- **Housing Variety:** The even balance of townhomes and live-work units promotes a broader mix of housing types to serve diverse population needs.
- **Efficient Land Use:** Maximizes the value and utility of limited land resources, particularly near transportation and employment nodes.
- **Managed Growth:** Supports orderly, planned development that aligns with infrastructure capacity and city objectives.
- **Walkability and Reduced Sprawl:** With a location near the Dry Creek Trail, this proposed development encourages pedestrian-friendly environments and curbs outward sprawl by concentrating development.

4. Compatibility with Nearby Land Uses

The property is adjacent to a mix of residential and commercial uses. Amending this property to MU creates a logical buffer between existing LDR neighborhoods and higher intensity zones, utilizing landscaping and design features to ensure compatibility. Transition zones and appropriate buffering will be incorporated to mitigate impacts and enhance neighborhood character.

5. Effect on Surrounding Area Character

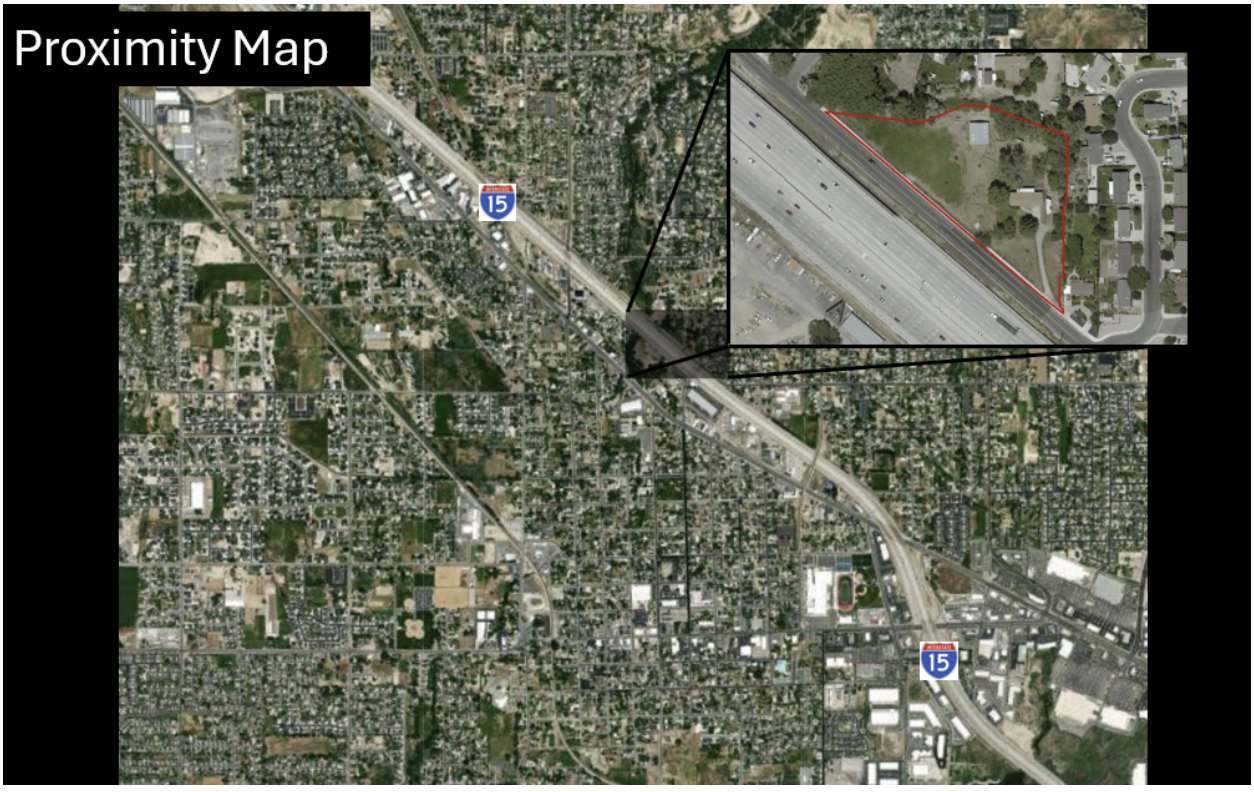
This amendment will enhance land use efficiency and contribute to the area's community growth by introducing aesthetically compatible, well-designed multifamily residences. Careful planning and architectural standards will ensure that the new development integrates seamlessly, supporting both the visual character and functional needs of the neighborhood without disruption.

6. Public Health, Safety, Welfare, and Community Benefit

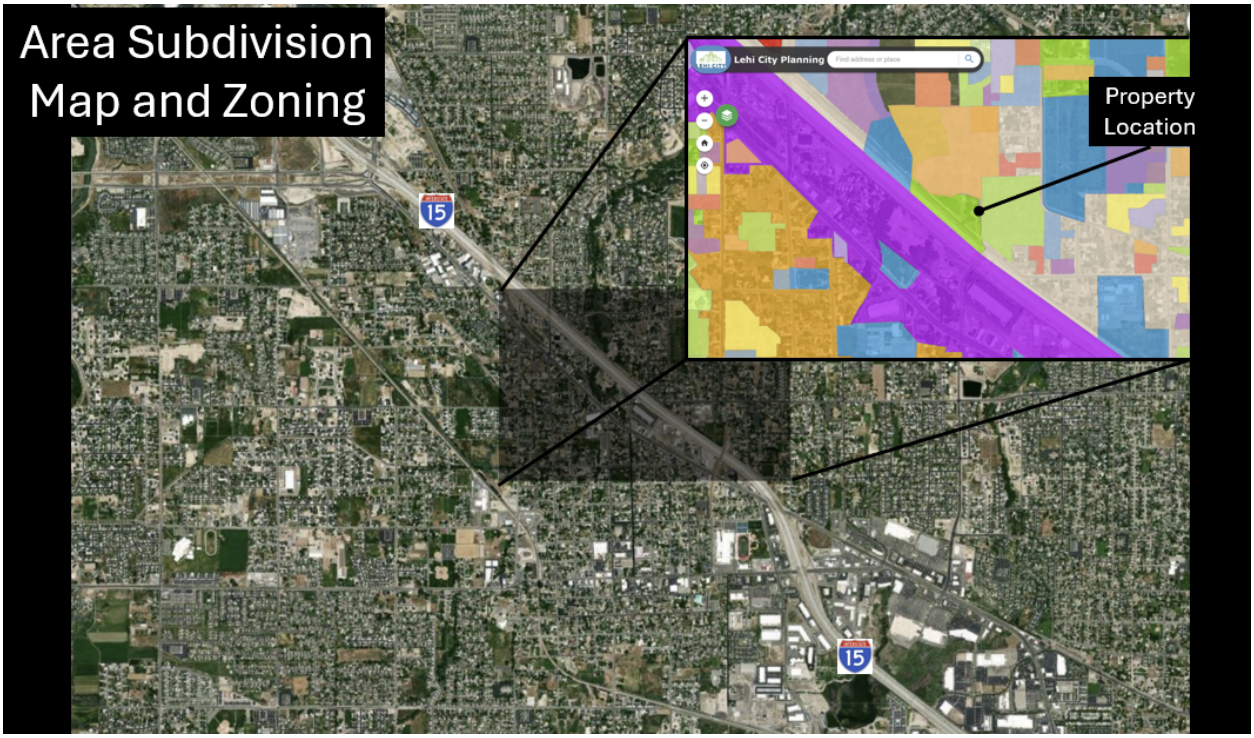
The proposed MU designation will increase the availability of attainable housing, support efficient infrastructure utilization, and promote economic sustainability while fostering orderly growth and enhancing overall community welfare.

7. Maps and Illustrations

The following proximity map illustrates how close the property is to both Interstate 15 and the frontage road. The property can only be accessed via the frontage road. This proximity lends itself to higher density development since the added traffic does not flow directly through an established neighborhood.



The following picture illustrates that while the property is located among lower housing density, the overall location fosters clustered density near existing mixed use while also buffering the existing neighborhood from the freeway and frontage road.



The following two images show the isolated nature of the property as it relates to the existing neighborhood.

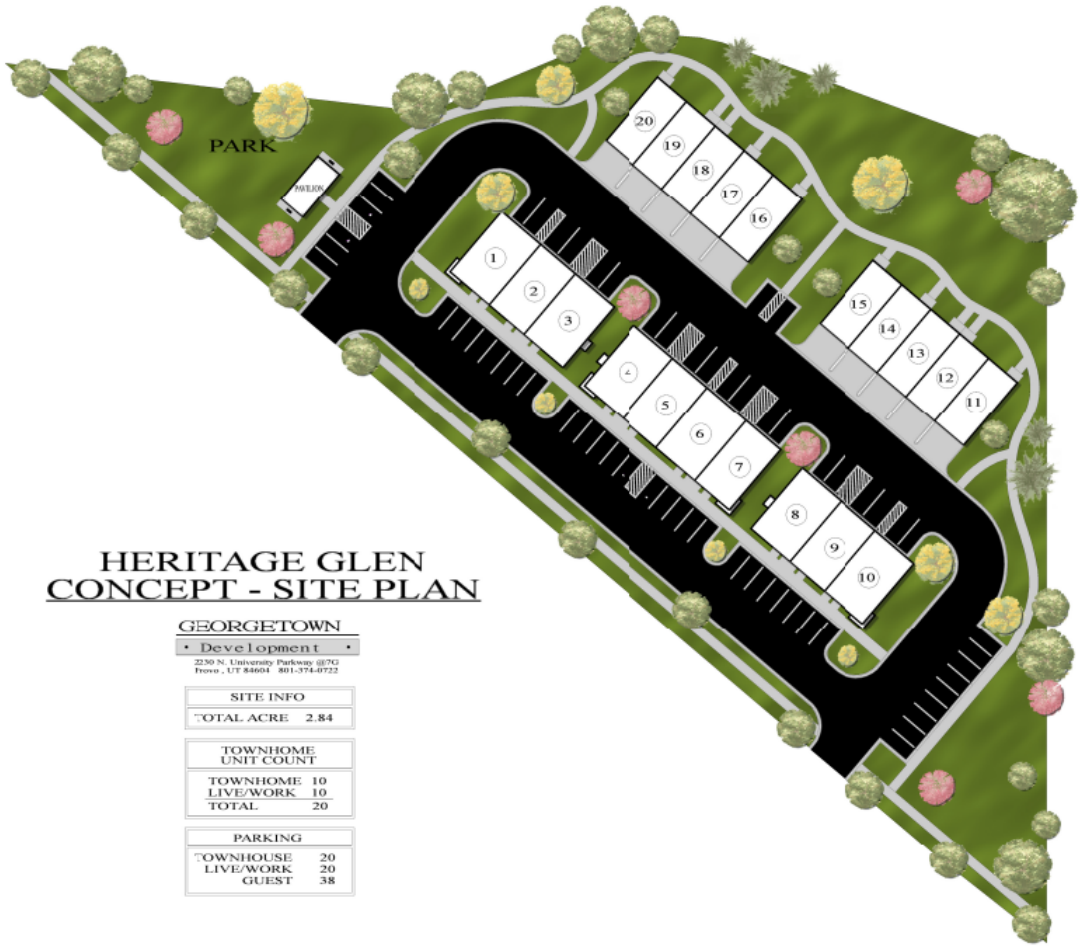
Google Maps image showing frontage road access.



Google Maps General Area Photo:



This picture is a broad concept plan illustrating ten live-work units and ten townhome units. The plan allows substantial parking, consolidated green space and clustering away from an area on the land that has been labeled an environmentally sensitive area. While the property does not fall within any designated wetlands, we are in the process of conducting a wetland analysis for the property.



This picture shows live-work units our company completed in Pleasant Grove.

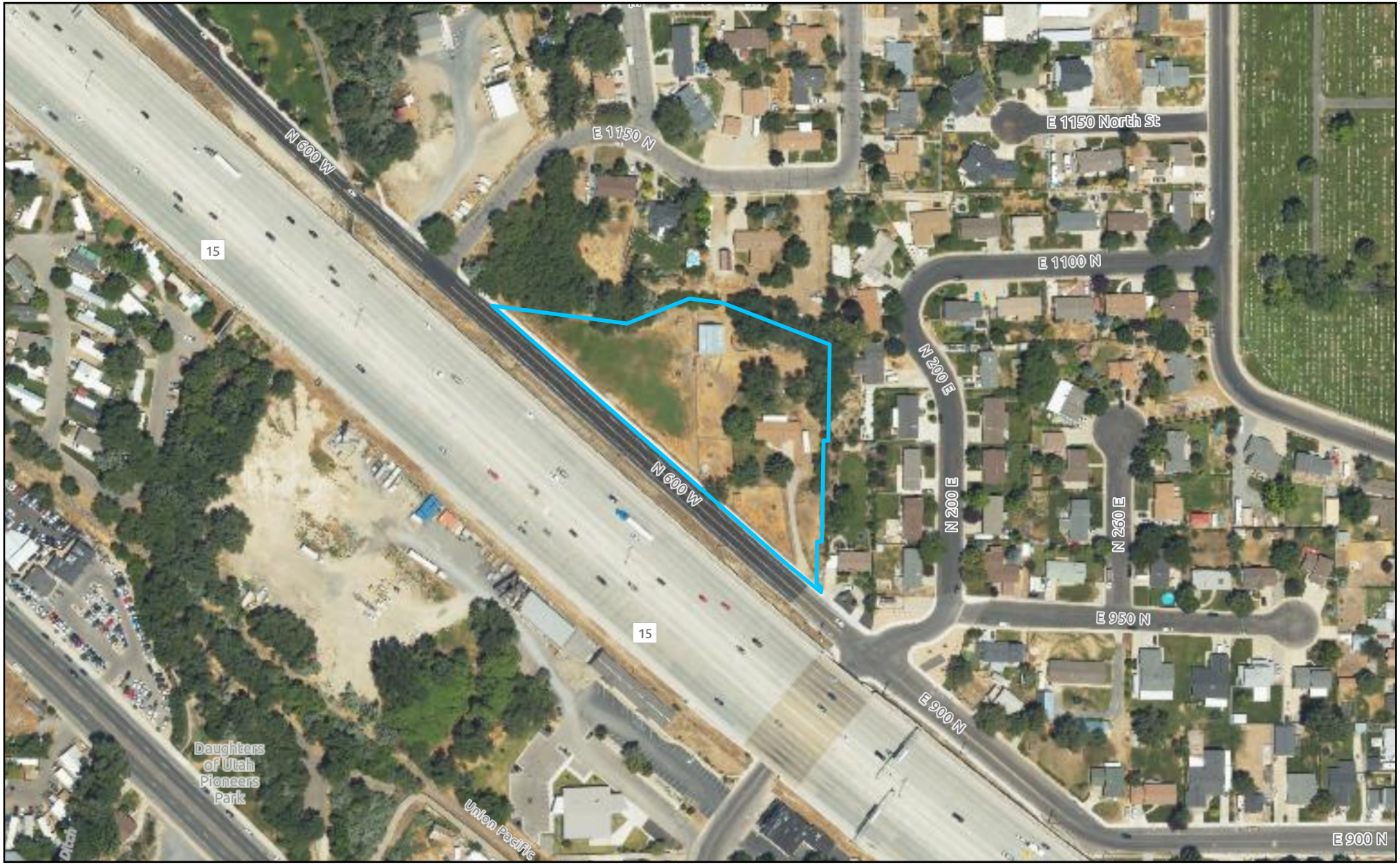


8. Summary

In summary, the proposed amendment for 41 East 900 North advances Lehi's strategic goals by enabling high density residential development in a location that supports housing diversity, and efficient land use. The change is justified by local demand, infrastructure readiness, and compatibility with adjacent uses, and will deliver significant public benefits while maintaining the integrity and character of the surrounding area.

Georgetown

Aerial

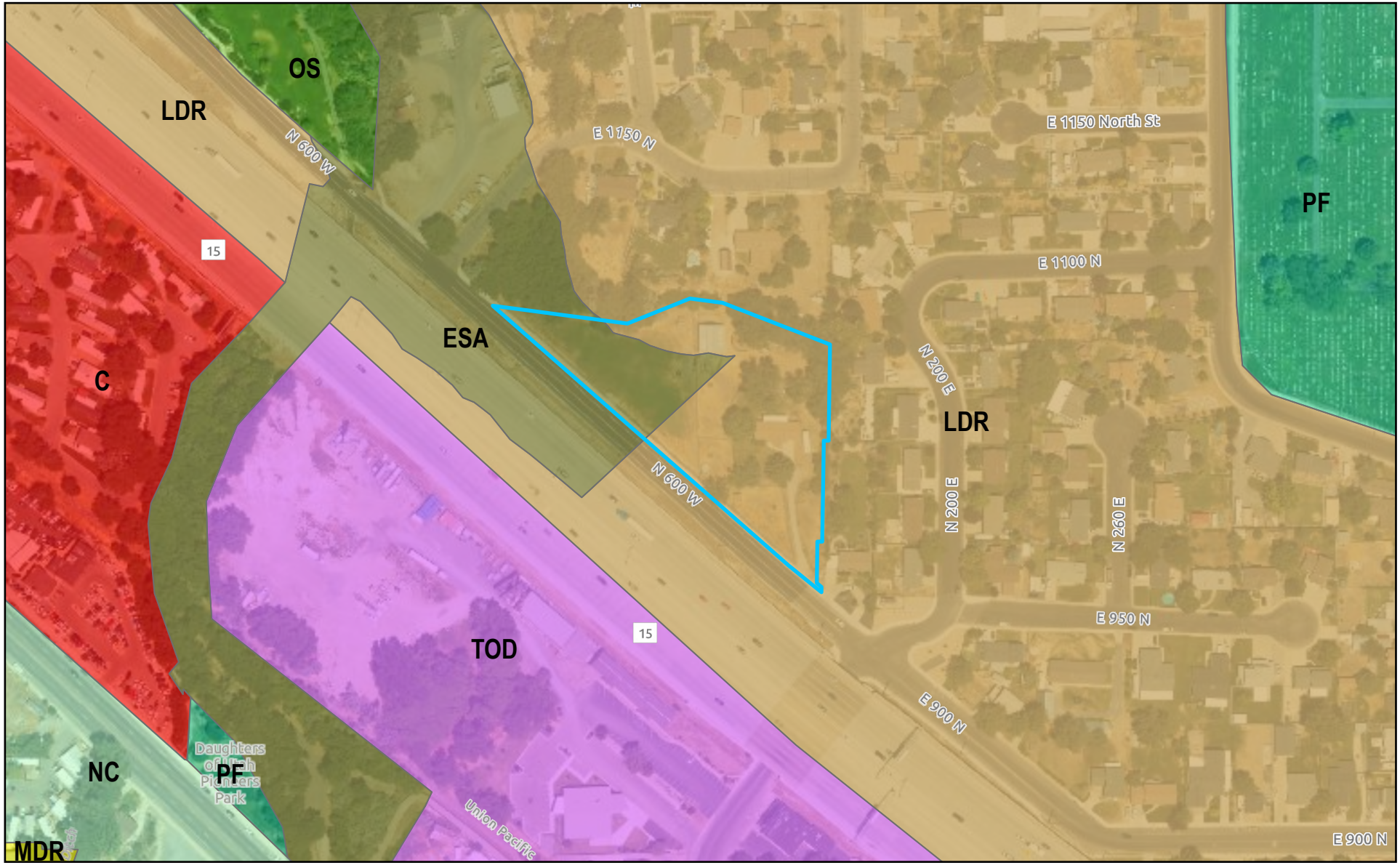


0 295 590 1,180 Feet

LEHI CITY

Georgetown

General Plan

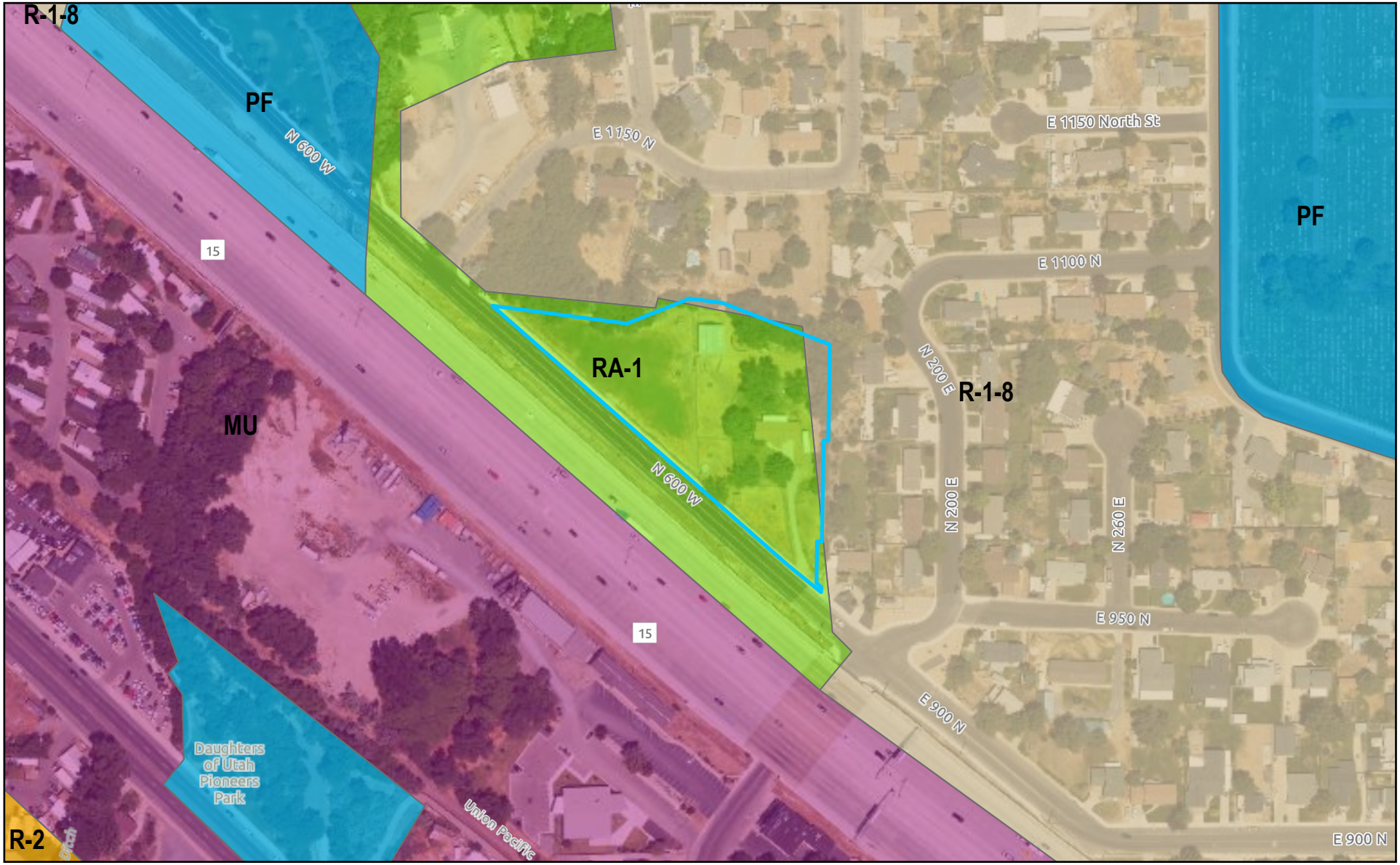


0 295 590 1,180 Feet

LEHI CITY

Georgetown

Zoning



0 295 590 1,180 Feet

LEHI CITY

Agenda Item No: 13

City Council Agenda Item Report

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

Subject:
Motion to Adjourn for a Lehi Redevelopment Agency (RDA) Meeting.
The City Council meeting will resume immediately following the RDA Meeting.

Suggested Action:

Attachments:

Agenda Item No: 14

City Council Agenda Item Report

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

Subject:
Consideration of Resolution #2026-29, approving an Interlocal Agreement between the Lehi City Redevelopment Agency and Lehi City regarding the Thanksgiving Point Housing Transit Reinvestment Zone.

Suggested Action:

Attachments:

Res 2026-29

Interlocal Agreement With Lehi City and RDA Thanksgiving Point HTRZ - 6.doc

LEHI CITY

RESOLUTION NO. 2026-29

A RESOLUTION APPROVING THE INTERLOCAL AGREEMENT BETWEEN THE LEHI CITY REDEVELOPMENT AGENCY AND LEHI CITY REGARDING THE THANKSGIVING POINT HOUSING TRANSIT REINVESTMENT ZONE.

WHEREAS pursuant to the provisions of the Interlocal Cooperation Act, Title 11, Chapter 13, Utah Code Annotated 1953, as amended (the "**Act**"), public agencies, including political subdivisions of the State of Utah as therein defined, are authorized to enter into mutually advantageous agreements for joint and cooperative actions, including the sharing of tax and other revenues; and

WHEREAS the Lehi City Redevelopment Agency (the "**Agency**") and Lehi City (the **"Taxing Entity**") are "public agencies" for purposes of the Act; and

WHEREAS after careful analysis and consideration of relevant information, the Taxing Entity desires to enter into an interlocal agreement with the Agency (the "**Interlocal Agreement**") whereby the Taxing Entity consent to the Agency receiving and retaining, for an extended period of time, a portion of the tax increment produced by the Taxing Entity's levy personal and real property tax within the Thanksgiving Point HTRZ (the "**Project Area**"); and

WHEREAS Section 11-13-202.5 of the Act requires that certain interlocal agreements be approved by resolution of the legislative body of a public agency.

NOW, THEREFORE, BE IT RESOLVED BY LEHI CITY AS FOLLOWS:

The Interlocal Agreement, substantially in the form attached hereto as **EXHIBIT A** is approved and shall be executed by Lehi City.

Pursuant to Section 11-13-202.5 of the Act, the Agreement has been submitted, or will be submitted prior to execution, to legal counsel of the Taxing Entity for review and approval as to form and legality.

Pursuant to Section 11-13-209 of the Act and upon full execution of the Interlocal Agreement, a duly executed original counterpart thereof shall be filed immediately with the keeper of records of the Taxing Entity.

This Resolution shall take effect upon adoption.

APPROVED AND ADOPTED this _____ day of _____, 2026.

LEHI CITY

_____

Paul Binns, Mayor

ATTEST:

_____

Teisha Wilson, City Recorder

EXHIBIT A

Thanksgiving Point Housing Transit Reinvestment Zone Interlocal Agreement

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

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

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

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

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

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

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

the development and completion of the Project as provided in the HTRZ application; and

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

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

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

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

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

1. Taxing Entity's Consent.

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

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

c. The Project may be developed in one or more Phases. A "Phase" means each phase of the development of the Project as determined by the Developer, which Phase shall include at

least one (1) Building and any associated real property identified and designated by the Developer. The first year of payment of the Taxing Entity's Share of Tax Increment to the Agency shall be determined by the Agency. The Agency may trigger the collection of Tax Increment for a Phase by delivering a letter or other written request to the Taxing Entity identifying such Phase (the "Trigger Notice"). The Agency shall be entitled to receive Tax Increment for each Phase for an initial period of twenty-five (25) full calendar years commencing with the year after the Agency delivers a Trigger Notice for such Phase (each, an "Increment Period"); provided, however, notwithstanding anything contained in this Agreement to the contrary, the Agency will no longer be entitled to receive tax increment on any Phase after the forty-fifth (45th) tax year following the trigger year of the first Increment Period.

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

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

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

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

6. Interlocal Cooperation Act. In satisfaction of the requirements of the Cooperation Act

in connection with this Agreement, the Parties agree as follows:

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

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

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

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

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

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

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

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

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

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

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

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

a. such holding or action shall be strictly construed;

b. such provision shall be fully severable;

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

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

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

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

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

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

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

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

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

17. **Entire Agreement.** This Agreement is the final expression of and contains the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior

understandings with respect thereto. This Agreement may not be modified, changed, supplemented or terminated, nor may any obligations hereunder be waived, except by written instrument signed by the Party to be charged or by its agent duly authorized in writing or as otherwise expressly permitted herein. This Agreement and its exhibits constitute the entire agreement between the parties hereto pertaining to the subject matter hereof, and the final, complete and exclusive expression of the terms and conditions thereof. All prior agreements, representations, negotiations and understandings of the parties hereto, oral or written, express or implied, are hereby superseded and merged herein.

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

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

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

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

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

LEHI CITY REDEVELOPMENT AGENCY

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

ATTEST:

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

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

_____
Attorney for the Lehi City Redevelopment
Agency

[Signatures continue on next page.]

ADDITIONAL SIGNATURES TO INTERLOCAL AGREEMENT

LEHI CITY

By: _____
Name: Paul Binns
Title: Mayor

ATTEST:

_____
Name: Teisha Wilson
Title: City Recorder

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

_____
Attorney for Lehi City

EXHIBIT A
Thanksgiving Point HTRZ Approved Application

Agenda Item No: 15

City Council Agenda Item Report

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

Subject:
Consideration of Ordinance #19-2026, approving a Development Code Amendment to Chapter 12 to require the buffering and screening requirements for existing residential homes in non-residential zones.

Suggested Action:

Attachments:

Ord 19-2026

Chapter 12 Buffering Development Code Amendment

ORDINANCE NO: 19-2026

AN ORDINANCE AMENDING THE LEHI CITY DEVELOPMENT CODE CHAPTER 12, BUFFERING REQUIREMENTS

WHEREAS, it has become necessary to amend Chapter 12 of the Lehi City Development Code; and

WHEREAS, this amendment requires a buffer between residential uses and nonresidential uses; and

WHEREAS, following a public hearing on March 12, 2026, the Lehi City Planning Commission reviewed the proposed revisions and forwarded a positive recommendation to the City Council; and

WHEREAS, on April 14, 2026, the City Council held a duly noticed meeting to receive public comment and ascertain the facts regarding this matter, which facts and comments are found in the hearing record and which include the staff report, minutes from the Planning Commission meeting of March 12, 2026, and the positive recommendation of the Planning Commission; and,

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

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

PART I:

Chapter 12 of the Lehi City Development Code is hereby amended.

PART II:

A. If a provision of this Ordinance #19-2026 conflicts with a provision of a previously adopted ordinance concerning the same title, chapter, and/or section number amended herein, the provision in this Ordinance shall prevail.

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

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

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

Approved and Adopted by the City Council of Lehi City this 14th day of April, 2026.

ATTEST

_____	_____
Paul Binns, Mayor	Teisha Wilson, City Recorder

State of Utah
County of Utah

Subscribed and sworn/affirmed before me by

_____
Name of Person

This ___ day of _____ _____
Month Year

By_____
Notary Public

CHAPTER 12 BUFFERING DEVELOPMENT CODE AMENDMENT

CITY COUNCIL REPORT

Applicant	Lehi City
Meeting Date	Aril 14, 2026
Requested Action/Purpose	Approval of proposed amendments to the Lehi City Development Code
Decision Type	Legislative
Date of DRC Review	February 18, 2026
Date of Planning Commission Review	March 12, 2026

REQUIRED ACTION

Planning Commission	Review and recommendation
City Council	Final approval

APPLICABLE DEVELOPMENT CODE REGULATIONS

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

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

REPORT ANALYSIS

The applicant requests approval of a proposed amendment to Chapter 12 updating the buffering and screening requirements. The proposed amendment includes adding “an existing residential use” to the list for required buffers. Currently the buffer requirement relates to the zoning district not the use. This will require a buffer for residential uses not just residential zones.

This does include apartments, condos, townhomes, and other multi-family housing which may or may not be the intention. Providing a buffer in Mixed-Use and Transit Oriented Development areas may reduce the walkability. The City Council may want to consider this in their motion.

The Reviewing Departments (DRC) reviewed the proposed amendment and had one comment.
1. How do we account for meeting Code requirements of creating a "Streetwall" along Main Street, State St, etc.?

POSSIBLE MOTIONS AND FINDINGS

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

1. The proposed Development Code Amendment will provide a buffer for all residential uses not just those in residential zones.
2. The proposed Development Code amendment is/is not in conformance with the purposes, intent, and provisions of the General Plan and its various elements.
3. Additional findings based upon information presented during the public hearing.

PLANNING COMMISSION RECOMMENDATION

The Planning Commission reviewed the proposed Development Code Amendment on March 12, 2026. The minutes and motion from that meeting follow.

3.8) Public hearing and recommendation of Lehi City's request for review of a Development Code Amendment to Chapter 12 to require the buffering and screening requirements for existing residential homes in non-residential zones.

Katie Bussell presented the item. The buffer currently relies on the zoning rather than the use.

Commissioner Jones asked how the city will account for meeting code requirements when installing street walls. Imposing buffering requirements wouldn't allow certain buildings to go up to the property line. It will create gaps as an unintended consequence. Staff was directed to create this amendment by City Council.

Kim Struthers recommended carving out the historic design district as an exception.

Commissioner Eyre opened and closed the public hearing.

Commissioner Roberts asked for instruction on how to carve out exceptions in amendments. He likes the idea of parking lots behind buildings with paths that lead to the front.

> **Motion:** Commissioner Jones moved to give a positive recommendation to the Lehi City Council with the request that staff continue to consider the question of how to account for meeting the requirements when creating a street wall. Commissioner Roberts seconded.
>
> **Vote:** Commissioner Jones, yes. Commissioner Su'a-Filo, yes. Commissioner Eyre, yes. Commissioner Kunze, yes. Commissioner Roberts, yes.
>
> Motion passed unanimously.

Chapter 12 Buffering
DRC Redline Comments

Lehi City- requests review of an amendment to Chapter 12 of the Development Code to require the buffering and screening requirements for existing residential homes in non-residential zones.

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

DRC REDLINE COMMENTS:
Glade – Power: No comments.
Brad – Fiber: No comments.
Garion – Fire: No comments.
Ryan – Water/Sewer: No comments.
James – Parks: No comments.
Gary S. – Building/Inspections: No comments.
Shelbey – Public Works: No comments.
Gary E. – Engineering: No comments.
Luke – Traffic: No comments.
Kim – Planning:
1. How do we account for meeting Code requirements of creating a "Streetwall" along Main Street, State St, etc.?

THIS ITEM WILL BE SCHEDULED FOR PLANNING COMMISSION ON MARCH 12th

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.

tures and equipment, poles, signs, fencing, retaining walls, or any other permanent structure shall not extend into the required two-foot shoulder area. Exceptions may be made to the two-foot clear area with a positive recommendation by the Reviewing Departments if clear and convincing evidence is shown that it is impracticable to achieve the two-foot shoulder area due to existing site topography, buildings, permanent structures, or other existing feature that could not be reasonably mitigated.

4. The width of trail ramps shall match the width of the trail surface to prevent bottlenecking at street crossings.



Figure 4. The ramp and truncated dome width match the trail width.

5. Paved trails shall not be designed with sharp angles at corners, turns, and trail intersections. The following trail radii shall be met in the design of a trail:

(a) The minimum turn radii at a 90-degree trail intersection shall be seven feet.

(b) The minimum trail curvature radii along a mainline trail shall be 40 feet as measured at the trail centerline.

(c) Exceptions may be approved by the City Engineer if constraints exist related to geography or terrain.

6. Additional access points to trails may be required for trail maintenance.

7. Where trails end or access streets and cul-de-sacs, an ADA ramp shall be required to allow access to and from a street to the trail.

8. Trail and sidewalk connections shall tee into the trail at a 90-degree angle or with a "Y" connection to better delineate to trail users that these connections are not the mainline trail (see Figure 5).



Figure 5. Two trails intersect with a "Y" tee.

J. Flagpoles. Flagpoles shall be less than 30 feet in height in residential or agricultural zones and 50 feet in height in non-residential or Mixed Use zones. Additional height for flagpoles in non-residential zones may be approved by the Planning Commission as a conditional use.

Section 12.080. Project Buffering and Screening Requirements. *(Amended 07/28/09; 04/27/10; 08/14/12; 05/14/19)*

The purpose of this subsection is to encourage the most appropriate use of land and to conserve and protect the privacy and value of adjacent permitted uses. Landscaped buffer areas and screening requirements shall be provided as follows:

A. Landscape Areas. Required landscape, setback, and yard areas shall be provided as required by the Zoning District requirements as contained in Table 05.040-A, Table 05.040-B, and Table 05.040-C of this Code unless otherwise specified in this section.

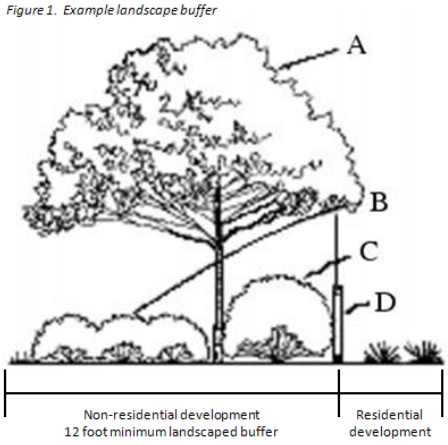
1. Berms. Berms may be included and required as part of the landscaped buffer adjacent to public streets and between adjacent land uses.

B. Required Screening for Nonresidential Districts adjacent to Agriculture and Residential Areas. When a nonresidential zoning district or use sides or backs upon an agriculture or residential zoning district or an existing residential use, landscaped buffer areas and screening requirements shall be as follows:

1. A screening treatment of not less than six feet in height shall be required on the property line separating these zoning districts or uses. When a screening treatment is required it shall be

the responsibility of the nonresidential use to provide the required screening treatment. Where there is a difference in the grade of the properties on either side of the required fence, the height of the fence shall be measured from the property with the highest grade or in such a way that provides the greatest possible visual screening for the Agriculture or Residential Zoning District (see Figure 6).

Figure 1. Example landscape buffer



A. Large trees, 30' on center (mature height minimum 25-foot tall)
B. Low shrub buffer, 5' on center
C. Tall shrub zone, 10' on center (8' – 10' mature height)
D. Six-foot-tall sight-obscuring wall, as approved by Planning Commission

Figure 6. Example landscaped buffer including large trees, low shrubs, tall shrubs, and a six-foot sight obscuring fence.

2. A landscaped buffer with a minimum width of 12 feet for all one-story buildings with a building height of 20 feet or less shall be provided. All buildings over 20 feet in height shall provide an additional one foot of buffer width to the minimum 12 feet for every one foot of additional building height. The additional buffer area for buildings over 20 feet in height may contain parking areas and drive isles as long as the minimum 12-foot landscaped buffer is maintained along the property line and the amount of hard surface is not more than 50% of the total required buffer area. The landscape buffer shall be designed and installed in a manner that is attractive and easily maintained. The buffer shall be planted with shrubs, trees, and sod, for the purpose of buffering, screening, and improving the visual quality of the site. At least 25% of the landscaping shall be evergreen. Deciduous trees shall have a minimum caliper of two inch and evergreen trees shall have a minimum height of six feet. Shrubs shall be a minimum five-gallon size.

3. The landscaped buffer requirements may be modified as deemed appropriate by the Planning Commission if the following conditions apply:
   (a) the adjacent property owner consents in writing to the modification; and
   (b) the adjoining property is identified on the General Plan Land Use Map as a non-residential land use designation.

4. The determination derived from the Right to Farm Analysis shall take precedence over any buffer reduction.

C. Required Screening for Mixed Use Districts adjacent to Agriculture and Residential Areas.

1. When a Mixed Use Zoning District or use sides or backs upon an Agriculture or Residential Zoning District or existing residential use, landscaped buffer areas and screening requirements shall be provided as required by the Zoning Administrator, Reviewing Departments, Planning Commission, and City Council sufficient to ensure and maintain the integrity and continued functioning of the adjacent use.

2. The Zoning Administrator, Reviewing Departments, Planning Commission, and City Council shall be guided by, and may impose, the requirements of Sections 12.080(A) and (B) and any other requirement of Section 12.080.

3. If the buffering and screening requirements of Section 12.080(B) are met, approvals may be given according to the underlying approval process for the development request.

D. Any screening wall or fence, or other treatment required under the provisions of this section, under a conditional use permit or other requirement, shall be constructed of masonry, reinforced concrete, timber, or other similar suitable permanent materials as approved by the City which do not contain openings. All wall or fence openings shall be equipped with gates equal in height and screening characteristics to the wall or fence. Alternative equivalent screening may be approved through the site plan approval process. Screening fences or walls shall be supplemented by planting or planted buffer strips or berms.

E. Developments shall provide for effective screening of rooftop mechanical equipment and vents.

F. All outdoor mechanical equipment, storage

Agenda Item No: 16

City Council Agenda Item Report

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

Subject:
Consideration of Ordinance #15-2026, approving a Development Code Amendment to both Table of Uses and to Chapter 12 to convert conditional uses to permitted uses based on preexisting supplementary requirements.

Suggested Action:

Attachments:

Ord 15-2026

Ch 5 Table of Uses and Ch 12

LEHI CITY

ORDINANCE NO: 15-2026

AN ORDINANCE AMENDING THE LEHI CITY DEVELOPMENT CODE CHAPTER 5 TABLE OF USES AND CHAPTER 12

WHEREAS, it has become necessary to amend Chapter 5 Table of Uses and Chapter 12 of the Lehi City Development Code; and

WHEREAS, this amendment seeks to adjust several of the conditional uses to be permitted uses; and

WHEREAS, following a public hearing on March 12, 2026, the Lehi City Planning Commission reviewed the proposed revisions and forwarded a positive recommendation to the City Council; and

WHEREAS, on April 14, 2026, the City Council held a duly noticed meeting to receive public comment and ascertain the facts regarding this matter, which facts and comments are found in the hearing record and which include the staff report, minutes from the Planning Commission meeting of March 12, 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 5 Table of Uses and Chapter 12 of the Lehi City Development Code should be created; and such action furthers the health, safety, and welfare of the citizens of Lehi.

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

PART I:

Chapter 5 Table of Uses and Chapter 12 of the Lehi City Development Code is hereby created.

PART II:

A. If a provision of this Ordinance #15-2026 conflicts with a provision of a previously adopted ordinance concerning the same title, chapter, and/or section number amended herein, the provision in this Ordinance shall prevail.

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

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

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

Approved and Adopted by the City Council of Lehi City this 14th day of April, 2026.

ATTEST

_____	_____
Paul Binns, Mayor	Teisha Wilson, City Recorder

State of Utah
County of Utah

Subscribed and sworn/affirmed before me by

_____
Name of Person

This ___ day of _____ _____
Month Year

By_____
Notary Public

TABLE OF USES (CHAPTER 5) & CHAPTER 12 DEVELOPMENT CODE AMENDMENT

CITY COUNCIL REPORT

Applicant	Lehi City
Meeting Date	April 14, 2026
Requested Action/Purpose	Approval of a proposed amendment to the Lehi City Development Code
Date of DRC Review	February 18, 2026
Date of Planning Commission Review	March 12, 2026

REQUIRED ACTION

Planning Commission	Review and recommendation
City Council	Final approval

APPLICABLE DEVELOPMENT CODE REGULATIONS

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

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

REPORT ANALYSIS

Lehi City requests approval for a proposed amendment to the Table of Uses (Chapter 5) and Chapter 12 of the Development Code. The Planning Division is proposing to begin a comprehensive update to the non-residential and residential Table of Uses of the Development Code.

Due to the size and complexity of the number of uses, Staff proposes to break up the update into smaller pieces. The purpose of this comprehensive update is to adjust several of the conditional uses to be permitted uses per Planning Commission direction. This first part of the amendment prioritizes uses that already contain supplementary requirements in Chapter 12 of the Development Code that essentially act as the “conditions of approval”.

Minor updates are proposed to Chapter 12 of the Development Code to correspond with concurrent updates to both Tables of Uses. The updates will help provide clear supplementary requirements for certain uses that are transitioning from being conditional to permitted. This will give Staff, developers, and residents clear direction on what to expect when uses that have more potential for impact come in for review.

Additional context and specifics on the proposed changes are included in the narratives for both Chapters.

The DRC reviewed the proposed amendment and made no comments.

POSSIBLE MOTIONS AND FINDINGS

The City Council may approve or deny the proposed development code amendment. Any motion should include findings. Possible findings include:

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

PLANNING COMMISSION RECOMMENDATION

The Planning Commission reviewed the proposed amendment on March 12, 2026. The minutes and motion from this meeting are as follows:

3.7) Public hearing and recommendation of Lehi City's request for review of a Development Code Amendment to both Table of Uses and to Chapter 12 to convert conditional uses to permitted uses based on preexisting supplementary requirements.

Katie Bussell presented the item. This is the first of several phases updating the residential and nonresidential tables of uses. This amendment prioritizes conditional uses that already have preexisting conditions in the code.

Commissioner Eyre clarified that the goal of this amendment is to remove conditional uses. Bussell explained that this will help streamline approval processes. Craig Chambers explained that staff looked into reasonable conditions that would be applied in the case of a conditional use, and changed the requirements to include those. Commissioner Eyre asked if any items would be removed from the Planning Commission's purview, or if they would come before the Commission as a permitted use. The amendment will likely cut down the number of items that need to be seen, unless exceptions are being asked for.

Commissioner Jones asked if the complete removal of helipads would make them unauthorized in any zone. Bussell explained that helipads are being removed entirely from the Table of Uses, but that they can still be allowed as an accessory use for hospitals. City staff clarified that if something that contradicts the Table of Uses is in the code, the code overrules the Table of Uses. The Table of Uses also allows accessory uses incidental to an authorized use.

Commissioner Eyre opened and closed public comment.

Motion: Commissioner Roberts moved to give a positive recommendation to the Lehi City Council, with the findings that the proposed application does conform with the goals and policies of the General Plan. Include all DRC comments. Commissioner Kunze seconded.

Vote: Commissioner Jones, yes. Commissioner Su'a-Filo, yes. Commissioner Eyre, yes. Commissioner Kunze, yes. Commissioner Roberts, yes.

Motion passed unanimously.

Table of Uses & Chapter 12
DRC Redline Comments

Lehi City- request review of updates to the Table of Uses and Chapter 12 to convert conditional uses to permitted uses based on preexisting supplementary requirements.

DRC Members Present: Glade Kirkham, Garion Rowett, Ryan Allred, Shelbey Brewer, Kim Struthers, Gary Smith, Gary Ellis, James Farnsworth, Luke Seegmiller, Brad Wilbur
Assigned Planner: Jacob Curtis
Representatives of the Applicant Present: None
Date of Plans Reviewed: 02/04/26
Time Start: 4:00 pm
Time End: 4:00 pm

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

THIS ITEM WILL BE SCHEDULED FOR PLANNING COMMISSION ON MARCH 12TH 2026.

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

EST 1852
LEHI CITY
PIONEERING UTAH'S FUTURE

Community Development Department –
Planning Division

153 North 100 East
Lehi, UT 84043
Office 385.201.1030
lehi-ut.gov

February 18, 2026

Narrative –Chapter 5, Table of Uses Development Code Amendments

The Planning Division is proposing to begin a comprehensive update to the non-residential and residential Table of Uses of the Development Code. Due to the size and complexity of the number of uses, Staff proposes to break up the update into smaller pieces. The purpose of this comprehensive update is to adjust several of the conditional uses to be permitted uses per Planning Commission direction. This first part of the amendment prioritizes uses that already contain supplementary requirements in Chapter 12 of the Development Code that essentially act as the "conditions of approval".

Conditional uses have long been a difficult topic for the Planning Commission because the threshold to deny them is high and has put the Planning Commission into tough positions during public meetings.

After receiving requests to investigate adjusting Conditional Uses, in May 2025 we held a work session with the Planning Commission to receive their input on some initial potential changes. Following that work session, Planning Staff and Legal worked closely to review the uses again and the feedback received. The DRC conducted an initial review in September 2025, but due to the size of the amendment more time was requested for review by the Engineering Department. The decision was also made to put this amendment on hold temporarily until after the election cycle had concluded. Staff anticipates additional updates will be proposed to the Planning Commission and City Council in coming months.

Please contact the Planning Division if you have any questions. A more detailed explanation of the changes follows on the following pages of this narrative.

Thank you,

Jacob Curtis, AICP
Planner 3

Residential Table of Uses

- Detached ADU- square footage was removed because this information is in Section 26.040. Additionally, the 15,000 sq. ft reference is outdated. It has changed to 14,520.
- Superscript annotations and corresponding notes were removed because they did not pertain to any of the uses on the Table.
- Bed and Breakfast- These were updated to Permitted and added to the R-2 and R-3 areas based on the supplementary requirements in Section 12.230. It was thought that a Bed and Breakfast would most likely occur in a larger lot area (hobby farm type) or in a historic Downtown home (zoned R-2 or R-3 typically).
- Child Daycare (Commercial)- These were updated to Permitted based on the supplementary requirements in Section 12.200.
- Kennels- These were updated to Permitted based on a conversation with Officer Peterson from Animal Control. There are standards in the Municipal Code that regulate this as well.
- Rock, Sand, Gravel, and Topsoil Storage and Distribution was removed from being allowed conditionally in A-5. We felt this use was not compatible with residential and belongs solely as a Light Industrial use.

Nonresidential Table of Uses

- Adds Detached ADU to show they would be allowed in Mixed Use zone since there are several existing single-family homes still.
- Combined Sports Fields and Courts with other Parks related uses.
- Bar- This were updated to Permitted based on the supplementary requirements in Section 12.130-C.
- Heliport was removed due to an amendment last year that clarified that heliports are allowed as an accessory use for hospitals.
- Liquor Store- This were updated to Permitted based on the supplementary requirements in Section 12.130-D.
- Medical Cannabis Pharmacy- removed as a permitted use from multiple zones that seemed like less ideal fits, but still meets State Code.
- Retail Facilities and Services accessory to a principal use was removed as a duplicate use. It is very similar to Retail Sales, General which is allowed in just about every zone.
- Smoke Shop- This were updated to Permitted based on the supplementary requirements in Section 12.130-I.

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

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

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

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

USE	DISTRICT											
	TH-5	A-5	A-1	RA-1	R-1-22	R-1-15	R-1-12	R-1-10	R-1-8/ R-1-Flex	R-2	R-2.5	R-3
UTILITIES												
Electrical Substations and Power Transmission Lines, Municipal		P	P	P	P	P	P	P	P	P	P	P
Electrical Substations and Power Transmission Lines, Non-Municipal		C	C	C	C	C	C	C	C	C	C	C
Oil & Gas Transmission Lines		C	C	C	C	C	C	C	C	C	C	C
Public and Private (with franchise agreement) Utility Underground Lines, and Rights of Way		P	P	P	P	P	P	P	P	P	P	P
Public and Private (with franchise agreement) Utility Buildings and Other Above Ground, Structures		C	C	C	C	C	C	C	C	C	C	C
Renewable Energy System (Solar and Small Wind Energy Systems – See Chapter 19)	P	P	P	P	P	P	P	P	P	P	P	P
OTHER USES												
Accessory Buildings and Uses incidental to an allowed use	P[1]	P	P	P	P	P	P	P	P	P	P	P
Adult Day Care	P[1]	P	P	P	P	P	P	P	P	P	P	P
Agriculture (Horticulture)	P[1]	P	P	P	P	P	P	P	P	P	P	P
Nursing Home, Rest Home, Assisted Living Facility, or Retirement Home/Center										C	C	C
Bed and Breakfast Inn (See Sec. 12.230)		~~C~~P	~~C~~P	~~C~~P	~~C~~P					P		P
Beekeeping [See Sec. 12-120(E)]	P[1]	P	P	P	P	P	P	P	P	P	P	P
Cannabis Production Establishment [See Sec. 12-130(L)]			P									
Child Daycare (commercial) (See Sec. 12.200)										~~C~~P	~~C~~P	~~C~~P

Notes: Section 12.120 or Table 12.260 of this Code has information for Animal Rights, which are primarily determined by lot size.
P = Uses allowed as a Permitted Use.
C = Uses allowed as a Conditional Use. Uses not identified as either a Permitted or Conditional Use are deemed to be prohibited.
[1] Permitted to the extent that such use can occur without city culinary or pressurized irrigation water services. However, a building permit will not be issued without compliance with Table 12-060. Such compliance may require a zone change and water dedication pursuant thereto;
~~[2] Use conditioned upon a finding by the Planning Commission that such use is compatible with surrounding uses.~~
~~[3] Requires Site Plan approval by the Planning Commission.~~
~~[42] Detached Accessory Dwelling Units require a minimum lot size of 15,000 square feet. May require a conditional use permit based on year built.~~

USE	DISTRICT											
	TH-5	**A-5**	**A-1**	**RA-1**	**R-1-22**	**R-1-15**	**R-1-12**	**R-1-10**	**R-1-8/ R-1-Flex**	**R-2**	**R-2.5**	**R-3**
Commercial Campgrounds		C										
Commercial Recreation Facilities	C[1]	C	C	C	C	C	C					
Greenhouses (commercial)		C	C	C	C							
Kennels		~~C~~P	~~C~~P									
Model Home [See Sec.12.220]		P	P	P	P	P	P	P	P	P	P	P
Portable Storage Container [See Sec. 12.130-D]	P	P	P	P	P	P	P	P	P	P	P	P
~~Rock, Sand, Gravel, and Topsoil Storage and Distribution~~		~~C~~										
Short Term Rental [See Sec. 12. 240]		P	P	P	P	P	P	P	P	P	P	P

Notes: Section 12.120 or Table 12.260 of this Code has information for Animal Rights, which are primarily determined by lot size.
P = Uses allowed as a Permitted Use.
C = Uses allowed as a Conditional Use. Uses not identified as either a Permitted or Conditional Use are deemed to be prohibited.
[1] Permitted to the extent that such use can occur without city culinary or pressurized irrigation water services. However, a building permit will not be issued without compliance with Table 12-060. Such compliance may require a zone change and water dedication pursuant thereto;
~~[2] Use conditioned upon a finding by the Planning Commission that such use is compatible with surrounding uses.~~
~~[3] Requires Site Plan approval by the Planning Commission.~~
~~[42] Detached Accessory Dwelling Units require a minimum lot size of 15,000 square feet. May require a conditional use permit based on year built.~~

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

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

USE	DISTRICT										
	NC	C	C-H	CR	C-1	BP	LI	MU	T/M	PF	HI
RESIDENTIAL USES											
Dwelling Unit for caretaker/security guard (For caretaker and immediate family only)	P	P	P	P		P	P	P	P		P
Group Home (See Section 12.150)							P	P			
Juvenile Group Facility (See Section 12.160)							C				
Vertical Mixed Use (Residential Above Commercial)								P[2]			
Rehabilitation and Treatment Facilities [See Sec. 12.~~180~~170]							C				
Nursing Home, Assisted Living, or Retirement Home/Center	P	P						P			
Single-Family Dwelling								P[1]			
Multi-family Residential (See Section 37.010.B.1)								P[2]			
Internal Accessory Dwelling Unit (see Sec. 26.030)								P			
Detached Accessory Dwelling Unit (See Sec. 26.040)								P			
PUBLIC/CIVIC USES											
Cemetery										P	
Churches (places of worship)	P	P	P	P	P	P	P	P	P	P	P
Cultural and Artistic uses, such as Museums, Galleries, Libraries, Performing Arts Centers	P	P		P		P	P	P		P	P
Golf Courses, Country Clubs, Driving Ranges, and Putting Greens		P	P	P		P	P		P	P	
Marina (public/private)										P	
Parks, Playgrounds, Sports Fields and Courts, Open Space, Trails and Greenways	P	P	P	P	P	P	P	P	P	P	P

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

Public/Civic Buildings or Structures	P	P	P	P		P	P	P	P	P	P
USE	**DISTRICT**										
	NC	**C**	**C-H**	**CR**	**C-1**	**BP**	**LI**	**MU**	**T/M**	**PF**	**HI**
Schools	P	P	P	P	P	P	P	P	P	P	P
Sporting Facilities, Arenas		P	P	P		P	P	P	P	P	
~~Sports Fields and Courts~~		~~P~~	~~P~~	~~P~~		~~P~~	~~P~~	~~P~~	~~P~~	~~P~~	
Transit Station	P	P	P	P	P	P	P	P	P	P	P
COMMUNICATION & UTILITIES											
Communication Facilities and Towers [See Sec.12.140]		C	C	C		C	C	C	C	P	
Electrical Substations and Power Transmission Lines, Municipal	P	P	P	P	P	P	P	P	P	P	P
Electrical Substations and Power Transmission Lines, Non-Municipal		C	C	C		C	C	C	C	C	
Oil & Gas Transmission Lines	C	C	C	C	C	C	C	C	C	C	C
Public and Private (with franchise agreement) Utility Underground Lines, and Rights of Way	P	P	P	P	P	P	P	P	P	P	P
Public and Private (with franchise agreement) Utility Buildings and Other Above Ground, Structures	C	C	C	C	C	C	C	C	C	C	C
Renewable Energy System (Solar and Small Wind Energy Systems – see Chapter 19)	P	P	P	P	P	P	P	P	P	P	P
Wind Energy Facility – see Chapter 19										C	
COMMERCIAL/NONRESIDENTIAL USES											
Accessory uses incidental to an authorized use	P	P	P	P	P	P	P	P	P	P	P
Adult Daycare	P	P	P	P		P		P			
Artisan Shop	P	P	P	P		P	P	P			
Athletic Instruction	P	P	P	P		P	P	P			
Automobile Sales/Rental sites 1 acre or larger (see Sec. 12.130-J)			P	P			P				
Automobile Service and Repair		P	P	P			P				

Notes:
P = Uses allowed as a Permitted Use.
P[1]= Single family homes that existed at the time this code was adopted (9/11/12) shall continue; however new single-family dwellings shall only be permitted in areas with remaining density per Map 05.010 Maximum TOD and Mixed Use Density Map.
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C = Uses allowed as a Conditional Use. Uses not identified as either a Permitted or Conditional Use are deemed to be prohibited.
* All uses in the Planned Community and Resort Community Zones must be authorized through an Area Plan pursuant to Chapter 15or through a Land Use Plan pursuant to Chapters 38 and 39. All uses in the Transit Oriented Development Zone must be authorized by a Land Use Plan pursuant to Chapter 38 and 39.

Automobile Service and Repair, Large			C				C				
USE	**DISTRICT**										
	NC	**C**	**C-H**	**CR**	**C-1**	**BP**	**LI**	**MU**	**T/M**	**PF**	**HI**
Bakery, Retail	P	P	P	P		P		P			P
Bar (see Sec. 12.130-C)			~~C~~P				~~C~~P				
Bed and Breakfast (See Sec. 12.230)	P	P	P	P				P			
Body Art Facility							P				
Brew Pub	P	P	P	P		P	P	P			
Building and Property Maintenance Services		C	P				P		P		
Building Materials Supply Store		P	P				P				
Car Wash		P	P	P			P				
Check Cashing, Title Loans & other Credit Services (See Section 12.130E)		C	C			C	C				
Child Daycare (Commercial)	P	P		P		P		P		P	
Commercial Campgrounds										P	
Commercial Laundries, Linen Service							P				
Commercial Parking Lot/Structure (Paid Parking)		P	P	P		P	P	P	P		P
Commercial Entertainment Facility		C	C				C				
Commercial Recreational Facility	P	P	P	P		P	P	C	P		
Conference Center, Convention Center, Reception Center		P		P		P		P	P		
Construction Service			P				P				
Convenience Store, with Gasoline Sales		P	P	P			P				
Convenience Store, without Gasoline Sales	P	P	P	P		P	P	P			
Crematory			P				P				
Dog Care Facility	C	C	C	C		C	C	C	C		

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Drive through facilities incidental to an allowed use	P[3]	C	P	P		P	P				
USE	**DISTRICT**										
	NC	**C**	**C-H**	**CR**	**C-1**	**BP**	**LI**	**MU**	**T/M**	**PF**	**HI**
Equipment Sales and Rental			C		C		P				
Financial Institutions and Services	P	P		P	P	P		P	P		
Funeral Home	P	P	P	P			P	P			
Grocery Store		P									
Grocery Store- Small	P	P						P			
Hardware Store	P	P	P	P			P	P			
Health Care Facility	P	P	P	P		P		P		C	
Health/Fitness Club	P	P	P	P	P	P	P	P	P		
~~Heliport~~		~~C~~	~~C~~	~~C~~		~~C~~	~~C~~		~~C~~		
Hobby Garages (see Sec. 12.130-K)			P				P				
Hospital		P		P		P					
Hotels (see Sec. 12.130-B)		P	P	P		P	P	P	P		
Indoor Shooting Range		P	P	P			P				
Laboratory - Medical, Dental, Optical		P	P			P	P	P	P		
Laundry Services	P	P	P	P			P	P			
Light Office/Warehouse Combination		P	P	P			P		P		
Liquor Store (see Sec. 12.130-C)			~~C~~P				~~C~~P				
Manufactured Home Sales and Service							P				
Medical, Dental, Optical Clinics	P	P		P		P	P	P	P		
Medical Cannabis Pharmacy (see Sec. 12.130-L(5))		P	P	~~P~~	~~P~~	~~P~~	P		~~P~~		~~P~~
Moving and Storage Facilities			C				P				
Movie Theater		P		P				P			

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Nightclub/Dance Hall		P		P				P			
USE	**DISTRICT**										
	NC	**C**	**C-H**	**CR**	**C-1**	**BP**	**LI**	**MU**	**T/M**	**PF**	**HI**
Offices, Professional	P	P	P	P	P	P	P	P	P		P
Office/Warehouse with no outside storage			P			P	P				
Outdoor Race Tracks for ATV and Motocross or other Motorized Sports Recreational Facilities (includes private or commercial)		C	C				C				
Outdoor Sales and Display	P	P	P	P		P	P	P			P
Outdoor Storage of Materials, Products and Equipment incidental to an allowed use (excluding junk yards and salvage yards)			C				C		C		C
Pawn Shops (see Sec. 12.130 F)		P	P				P				
Personal Services	P	P	P	P		P	P	P			
Pet Grooming Facility	P	P	P	P			P	P			
Pharmacy	P	P		P		P		P			
Plant Nursery	P	P	P	P			P	P			
Portable Storage Container [See Sec. 12.130-D]	P	P	P	P	P	P	P	P	P	P	P
Portable Storage Container Sales ~~[See Sec. 12.130-D]~~			C				C				
Research and Development Facilities		P	P			P	P		P		
Restaurant	P	P	P	P	P	P	P	P	P		P
~~Retail Facilities and Services accessory to a principal use~~	~~P~~	~~P~~	~~P~~	~~P~~	~~P~~	~~P~~	~~P~~	~~P~~	~~P~~		~~P~~
Retail Sales, General	P	P	P	P	P	P	P	P	P		P
Schools - Vocational and Technical		P	P	P	P	P	P	P	P		
Sexually Oriented Businesses (see Sec. 12.190) ~~(SOB)~~							P		P		
Smoke Shop (see Sec. 12.130-I)							~~C~~P				

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Storage Units, Climate Controlled Indoor		P	P	P			P				
Storage Units, Outdoor Access [See Sec.12.130-A]			C				C				
Storage, Vehicles [See Sec.12.130-A]			C				C				
Towing and Impound Yard [See Sec. 12.130-G]							C				
Unoccupied Structures	C	C	C	C	C	C	C	C	C	C	C
Veterinary Office	P	P	P	P	P	P	P	P			
USE	**DISTRICT**										
	NC	**C**	**C-H**	**CR**	**C-1**	**BP**	**LI**	**MU**	**T/M**	**PF**	**HI**
MANUFACTURING											
Cabinet and Woodworking Shop			C				P				
Cannabis Production							P				
Concrete Manufacturing							C				
Contractor's Storage Yard							C				
Food Processing, Animal					P						
Light Manufacturing, Processing, and Assembly			C		C	C	P		P		P
Lumberyard							C				
Manufacturing, Processing, and Assembly			C				C		C		P
Printing and Publishing Facilities			P			C	P	C	C		
Recycling Center							C				
Recycling Collection Center		C	C				C				
Rock, Sand, Gravel, and Topsoil Storage and Distribution							C				
Warehousing and Wholesale Distribution			C			C	P		P		P
Welding Shop			C				C				
RESOURCE PRODUCTION											
Agriculture (Horticulture)	P	P	P	P	P	P	P	P	P	P	P

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EST 1852
LEHI CITY
PIONEERING UTAH'S FUTURE

Community Development Department –
Planning Division

153 North 100 East
Lehi, UT 84043
Office 385.201.1030
lehi-ut.gov

February 18, 2026

Narrative –Chapter 12, Property Development Standards Development Code Amendment

The Planning Division is proposing minor updates to Chapter 12 of the Development Code to correspond with concurrent updates to both Tables of Uses. The purpose of this update is to provide clear supplementary requirements for certain uses that are transitioning from being conditional to permitted. This will give Staff, developers, and residents clear direction on what to expect when uses that have more potential for impact come in for review.

Staff anticipates that a more comprehensive update may be needed for Chapter 12, but due to the size and scale of the Chapter it will be beneficial to tackle it in smaller chunks.

Please contact the Planning Division if you have any questions. A more detailed explanation of the changes follows on the following pages of this narrative.

Thank you,

Jacob Curtis, AICP
Planner 3

Section 12.130- Supplementary Requirements for Nonresidential Districts

- Removed reference to Motel to be consistent with Definitions and Table of Uses.
- Updated the length of stay allowance to not exceed more than 30 days without approval from the Zoning Administrator.
- Bars use was combined with Liquor Store but there was a thought that they should be split up and an additional regulation in place to help with noise if the bar is located near residential.
- The proposed change to the measurement of proximity for both bars and liquor stores was updated to match State Code (**32B-1-202)**
- Pawn Shops- proposed removal of reference to City Municipal Code since this section does not exist.
- Towing and Impound Yards- proposed change clarifies the fencing requirement and does not give an option to have an exception for a chain link fence.
- Tobacco Products was updated to Smoke Shop to match Definitions and Table of Uses.

Section 12.200- Zoning Requirements for Child Day Care, Commercial

- Proposed removal of restriction on commercial daycare being located only on a through street.

Section 12.230- Bed and Breakfast Inns

- Simplified language.

CHAPTER 12
(Amended 10/09/18)
PROPERTY DEVELOPMENT STANDARDS

Section 12.010. Establishment of Development Standards.
Section 12.020. General Requirements.
Section 12.030. Sale of Nonconforming Lots Prohibited.
Section 12.040. Sale or Lease of Required Space Prohibited.
Section 12.050. Effect of Street Plan.
Section 12.060. Infrastructure Provision and Environmental Criteria.
Section 12.070. Compatibility Assessment.
Section 12.080. Project Buffering and Screening Requirements.
Section 12.090. Landscaping and Maintenance Requirements.
Section 12.100. Loading and Unloading Requirements and Regulations.
Section 12.110. Outdoor Lighting Standards.
Section 12.120. Supplementary Requirements for Agriculture and Residential Districts.
Section 12.130. Supplemental Requirements for ~~Mixed Use,~~ Nonresidential ~~and Special~~ Districts.
Section 12.140. Wireless Telecommunications Facilities.
Section 12.150. Supplementary Requirements for Group Homes
Section 12.160. Supplementary Requirements for Juvenile Group Facilities.
Section 12.170. Supplementary Requirements for Rehabilitation and Treatment Facilities.
Section 12.180. Denial of Group Home Application.
Section 12.190. Zoning Requirements for Sexually Oriented Businesses.
Section 12.200. Zoning Requirements for Child Day Care, Commercial in Residential Zones.
Section 12.210. Flag Lot Standards.
Section 12.220. Model Homes.
Section 12.230. Bed and Breakfast Inns.
Section 12.240. Short Term Rentals.

Section 12.010. Establishment of Development Standards.

The purpose of development standards is to protect the general health, safety, and welfare of the citizens and property owners of Lehi City and to implement the Lehi City General Plan. Compliance with all provisions of this Code, and the provisions of this Chapter shall be required as a condition to the issuance of any required development approval, license, or permit.

Section 12.020. General Requirements.

(Amended 3/28/00; 4/11/00; 7/13/04; 11/09/04; 09/12/06; 03/08/11)

A. All Uses, Buildings and Structures to Comply with District Requirements - Exceptions. Every building or structure hereafter erected, reconstructed, structurally altered, enlarged, or moved, and every building, structure, premises, or land used, rearranged, designed or intended for any use shall be built or used only as is permitted in the district in which such building, structure, land, or use is located.

1. All uses allowed within the City, either as a permitted or conditional use, are identified in Table 05-030-A, Table 05-030-B and Table 05-030-C.

2. All uses of land and other activities not specifically allowed as a permitted or conditional use as identified in Table 05-030-A, Table 05-030-B, and Table 05-030-C are prohibited.

3. All uses, buildings and structures located in the Zoning Districts of the City shall comply with the intensity, bulk requirements, site coverage standards, and other requirements for uses identified in Table 05-040-A, Table 05-040-B, and Table 05-040-C.

4. All uses, buildings, and structures located and established in the City shall comply with the off-street parking requirements as contained in Chapter 37 of this Code.

5. Exceptions may be allowed for the issuance of a building permit for a single-family dwelling on an existing lot of record that was legally created, complying with the subdivision requirements of the Utah Code in effect at that time, and prior to the effective date of this Code, but which does not meet the bulk and intensity requirements of the applicable zoning district as contained in Table 05-040-A. Requests for construction of a single-family dwelling on a legally created lot of record shall comply with the requirements for Single Lot Building Permits Outside a Recorded Subdivision as contained in Section 11.050. The

of Category One, Two, or Three animals permitted that is greater than 500 square feet in size.

(c) Coops shall be located at least 30 feet from any neighboring dwelling, or other building used for human occupancy and at least 25 feet from any public road.

9. Maintenance. All coops, corrals, barns, and other animal facilities shall be maintained and kept clean as to prevent nuisances to neighboring property owners. See Title 6, Chapter 4, Article E: Miscellaneous Animal Regulations of the Lehi City Municipal Code.

10. Suckling Offspring. Animal offspring do not count toward the maximum number of allowed animals on a property until they are weaned or reach eight months in age.

11. Exotic and Wild Animals.

(a) Exotic animals may be kept with approval of a conditional use permit and any required State permits. Exotic animals include buffalo, ostriches, elk, fallow deer, emu, and peacocks. Other exotic animals may be approved by the Planning Commission.

(b) Wild animals shall not be kept as pets or for exhibition as per Title 6, Chapter 4, Article E: Miscellaneous Animal Regulations Wild animals include those that are vicious, non-domesticated, venomous, or dangerous.

E. Beekeeping. The keeping of bees is allowed on all properties in the A-5, TH-5, A-1, RA-1, R-1-22, R-1-15, R-1-12, R-1-10, R-1-8, R-2, R-2.5, and R-3 Districts as a permitted use subject to the following requirements:

1. There is no defined maximum number of beehives or colonies.

2. Beehives shall not be located in any front yard.

3. Beehives shall be located at least six feet from any adjoining property line or public road. Hives may be located up to 16 inches from the property line or public road if a solid fence or hedge known as a "flyway barrier" of at least six feet in height is provided in front of the hive entrance.

4. A fresh supply of water shall be maintained to prevent bees from collecting at water sources in neighboring properties.

5. Beehives or any component thereof shall not exceed six feet in height.

6. Beehives shall be maintained regularly to prevent swarming. Hive owners shall follow beekeeping best management practices such as disease control, hive management, and working the hive at appropriate times. Bees and associated beehives may be ordered removed from property if they are determined to be a nuisance by the Lehi City animal control officer.

7. Each beekeeper shall register with the Utah Department of Agriculture as provided in the Utah Bee Inspection Act as set forth in Title 4, Chapter 11 of the Utah State Code.

Section 12.130. Supplementary Requirements for ~~Mixed Use,~~ Nonresidential~~, and Special~~ Districts.

(Amended 04/12/05; 08/09/05; 05/9/06; 04/22/08; 07/28/09; 09/27/11; 11/15/11; 12/13/11; 04/24/12; 05/22/12; 01/12/16; 05/14/19; 8/27/19; 03/31/20; 06/09/20; 10/13/20; 02/09/21; 05/11/21; 01/10/23; 10/24/23; 03/26/24)

A. Storage – Mini (Storage Units). Applications to establish a storage unit project shall comply with the following requirements in addition to the other provisions of this Code:

1. A minimum 25-foot landscape buffer shall be provided between the front property line and any building, including the office or caretaker building. The landscape buffer shall include a minimum of one two-inch caliper canopy shade tree, and five, five-gallon shrubs planted for every 40 linear feet of frontage, rounded up to the nearest whole number.

2. The entire area that includes storage use, with the exception of the office or caretaker residence and its customer and employee parking and the access driveways shall be enclosed by a six-foot fence. The fence shall be one of the following two choices:

(a) a privacy fence constructed of brick, stone, or similar masonry product allowing for wrought iron only at the gates or office area; or

(b) a wrought iron fence with a landscape buffer on all sides. The landscape buffer shall be a minimum of ten feet wide and con

sist of a minimum area of 50% live plant material. The ten-foot landscape buffer area may be located on either side of the fence and shall contain at least one, two-inch caliper canopy tree and five five-gallon shrubs planted for every 40 linear feet rounded up to the nearest whole number.

3. Exterior surfaces of all buildings shall be faced with face brick, stone, architectural concrete masonry units or split face block, cast-in-place or precast concrete panels, or an equivalent or better material as approved by the Planning Commission. Masonry or concrete walls shall not be painted. Color shall be integral to the masonry material. The building containing the office or caretaker residence shall include a pitch or hipped roof. The exterior of all buildings, including exterior walls, roofs, trim, and doors shall be finished in neutral earth tone colors.

4. Storage or parking of recreational vehicles, boats, trailers, and other similar outside storage shall not be permitted within 20 feet of any property line on the periphery of the development. Such storage shall be covered and shall be screened by masonry fencing or other storage buildings on site such that the outside storage items are not directly viewed from any public street or from I-15. This provision shall not be interpreted to permit the storage of partially dismantled, wrecked, or inoperable vehicles.

5. No entrance doors to storage compartments shall front on any public street.

6. No wall adjacent to or visible from public streets or abutting property shall exceed 100 feet in length without visual relief by means of a vertical reveal at least one foot in depth and ten feet in width, a perceptible change in wall angle or a corner.

7. Driveways and access aisles shall be designed so that fire equipment and other emergency vehicles can readily access and exit all areas of the site.

8. The caretaker residence should be limited to one residential dwelling unit. The Planning Commission may allow exceptions if the owner or applicant can demonstrate that an additional caretaker unit is necessary because of the size of the project or other unusual circumstances. In no case shall the number of caretaker units exceed three units.

9. No business activities other than the rental of storage units shall be conducted on the portion of the premises devoted to the rental of storage units. No retail or wholesale sales shall be conducted on the premises, except sales of goods and services by the management. No auctions or commercial sales or uses, manufacturing, fabricating, or assembly of any items shall be conducted on the site. No activities such as miscellaneous or garage sales shall be conducted on the premises. The servicing or repair of motor vehicles, boats, household, industrial, or commercial items shall not be conducted on the premises.

B. Hotels ~~and motels~~. Applications to establish a hotel ~~or motel facility~~, including hotels with extended stay accommodations, shall comply with the following requirements in addition to the other provisions of this Code:

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

2. None of the rooms in the hotel ~~or motel~~ shall be used as a dwelling unit or primary residence by its occupant.

3. Travel trailers, campers, and other similar recreational vehicles shall not be occupied on the premises of a hotel ~~or motel facility~~ or used in any way to provide additional accommodations for the hotel ~~or motel~~ occupants unless otherwise approved by the Zoning Administrator.

4. The length of time for guest occupancy of a hotel ~~or motel unit may be limited as part of the Conditional Use approval. In no case shall the length of stay exceed 90~~ shall not exceed 30 consecutive days unless otherwise approved by the Zoning Administrator.

5. Low level security lighting for safety and security shall be provided for all areas of the site that are not covered by a building, including all walkways and trash storage areas.

6. The Lehi City Police Department may provide recommendations regarding the security of the site. Such recommendations may include, but are not limited to, on site security personnel, security lighting, security fencing, secured parking,

information signs, and building design and landscaping to reduce places of potential concealment.

C. Bars. Applications to establish a bar shall be reviewed and considered as a permitted use within the zoning districts authorized and shall comply with the following requirements in addition to the other provisions of this Code:

1. No bar shall be located within 600 feet of any residential zone or use, including the Mixed Use and TOD Zoning Districts, measured in a straight line from the nearest patron entrance of the proposed bar to the closest zone district boundary or property line of the residential use.

2. Any bar located closer than 1000 feet measured in a straight line from the nearest patron entrance of the proposed bar to the closest property line of a residential use shall move all patrons and activities indoors by 10 pm.

~~7.~~3. No bar shall be located within 600 feet of any public building, school, park, or church measured in a straight line from the nearest patron entrance of the proposed bar to the closest property line of the public building, school, park, or church.

~~C.~~D. Liquor Stores. ~~and Bars.~~ Applications to establish a liquor store or bar shall be reviewed and considered as a ~~conditional~~ permitted use within the zoning districts authorized ~~pursuant to Chapter 9 of this Code~~ and shall comply with the following requirements in addition to the other provisions of this Code:

1. No liquor store ~~or bar~~ shall be located within 600 feet of any residential zone or use, including the Mixed Use Zoning District ~~measured in a straight line from the closest property line of the proposed store or club~~ measured in a straight line from the nearest patron entrance of the proposed liquor store to the closest zone district boundary or property line of the residential use.

2. No liquor store ~~or bar~~ shall be located within 600 feet of any public building, school, park, or church ~~measured in a straight line from the closest property line of the proposed store or club~~ measured in a straight line from the nearest patron entrance of the proposed liquor store to the closest property line of the public building, school, park, or church.

D. Portable Storage Containers.

1. Portable storage containers are allowed in all zones subject to the provisions of this section.

2. Vertical stacking of portable storage containers and stacking of any other materials or merchandise on top of any portable storage container shall be prohibited in residential zones.

3. No portable storage container shall be placed or located on a required parking space, circulation aisle/lane, fire access lane, or public right-of-way.

4. With the exception of containers used for construction, moving or emergency purposes as described above, all portable storage containers shall be located behind the front of the main structure of the site they are to be located on.

5. Storage containers with plumbing or electricity connected to the container shall acquire a building permit from Lehi City.

6. Storage containers shall not be used for signage.

7. Portable storage containers that were located on a property prior to the amendment of this section on January 10, 2023 shall be considered legal non-conforming, and shall be allowed to continue, as per Chapter 24, Nonconforming Uses, of this Code. It is the property owner's responsibility to provide evidence that the container existed on the property prior to January 10, 2023.

E. Check Cashing, Title Loans & Other Credit Services.

1. Separation Requirement. No check cashing, title loan, or similar credit service business shall be located within one mile of any other check cashing or title loan business as measured in a straight line between the closest property lines of the lots on which they are located.

2. No more than one check cashing or title loan business shall be allowed for every 10,000 citizens living in the City of Lehi.

3. No bars, chains, or similar security devices visible from the public street or sidewalk are allowed.

4. Neon lighting, other than the building's sign, is not permitted on the exterior.

5. For purposes of this subsection, each separate physical location shall count as a check cashing or title loan business.

F. Pawn Shops ~~and Pawnbrokers~~.

~~1. In addition to the requirements of this section, pawn shops and pawnbrokers shall meet the requirements for pawnbrokers found in the Lehi City Municipal Code Chapter 5.52.~~

~~2.~~1. Separation Requirement. No pawn shop shall be located within one mile of any other pawn shop business as measured in a straight line between the closest property lines of the lots on which they are located.

~~3.~~2. No more than one pawn shop business shall be allowed for every 10,000 citizens living in the City of Lehi.

~~4.~~3. For purposes of this subsection, each separate physical location shall count as a pawn shop business.

~~5.~~4. No bars, chains, or similar security devices visible from the public street or sidewalk are allowed.

~~6.~~5. Neon lighting, other than the building's sign, is not permitted on the exterior.

~~7.~~6. Signage restrictions for pawn shops:

(a) Not more than one exterior monument sign and one wall-mounted sign shall be allowed.

(b) No pole signs shall be allowed.

(c) Painted wall signs shall not be allowed.

(d) No temporary sign, banner, light, or other device designed to draw attention to the business or its location shall be allowed.

G. Towing and Impound Yards.

1. ~~Towing and impound yards may be allowed as Conditional Use in the LI and I Zones.~~ Any towing and impound yard that existed and was legally created prior to the adoption of this section on November 15, 2011 shall be considered legal non-conforming, and shall be allowed to continue, as per Chapter 24 of this Code.

2. In addition to the provisions of this Code, towing and impound yards shall comply with all State requirements.

3. Any towing and impound yard shall include a permanent structure to be used as the office for the business. The building shall conform to the Commercial Design Standards contained in Chapter 37 of this Code.

4. The site shall be suitably landscaped and the impound area ~~should~~ shall be screened from view from any public street or abutting properties by an eight-foot ~~opaque,~~ masonry, pre-cast concrete, or lightweight pre-cast fiber reinforced concrete fence. ~~sight-obscuring fence.~~ The height of the fence shall be measured at finished grade of the subject property. ~~A chain link fence with slats shall not constitute an acceptable screening device to satisfy these requirements, unless specifically approved by the Planning Commission.~~

5. Towing and impound yards shall not include any salvaging or auto wrecking uses.

6. No vehicle shall remain for more than 180 days on a lot.

H. Racetracks for Electric Go-Carts. Applications to establish racetracks for electric go-carts shall comply with the following requirements in addition to the other provisions of this Code:

1. Racetracks for electric go-carts are allowed only as an accessory use to a commercial recreation facility and cannot represent more than 15% of the total attractions.

2. No internal combustion engines are allowed.

3. The commercial recreation facility site shall have a minimum lot size of three and a half acres.

4. Racetracks for electric go-carts shall only be allowed between the railroad tracks and the I-15 right-of-way within the Mixed Use corridor along State Street, and the track shall be adjacent to I-15.

I. ~~Tobacco Products~~Smoke Shops~~.~~

1. No ~~tobacco products~~smoke shop shall be located within one mile of any other ~~tobacco products~~smoke shop as measured in a straight line between the closest property lines of the lots on which they are located.

2. No ~~tobacco products~~smoke shop shall be located within 1,000 feet of any school, public or private, as measured in a straight line between the

closest property lines of the lots in which they are located.

3. No more than one ~~tobacco products~~smoke shop shall be allowed for every 50,000 citizens living in the City of Lehi.

4. For purposes of this subsection, each separate physical location shall count as a ~~tobacco products~~smoke shop.

5. No bars, chains, or similar security devices visible from the public street or sidewalk shall be allowed.

6. Neon lighting, other than the building's sign, is not permitted on the exterior.

7. Signage restrictions for ~~tobacco products~~smoke shops:

(a) Not more than one exterior monument sign and one wall-mounted sign shall be allowed.

(b) No pole signs shall be allowed.

(c) Painted wall advertising shall not be allowed.

(d) No temporary sign, banner, light, or other device designed to draw attention to the business or its location shall be allowed.

J. Automobile Sales and Rental.

1. All properties used for motor vehicle or trailer sales, display, or rental shall provide adequate parking for the number of vehicles being displayed. This includes standard 24-foot wide drive aisles; inventory stalls a minimum of 8 feet wide and 18 feet deep in size for typical auto sales. Inventory stall size shall be large enough for the inventory to completely fit between the stall with a minimum of two feet between inventory, including trailers, boats, and RVs. The maximum number of vehicles for sale shall be identified as a part of the approval process, and shall be determined on a site specific, case-by-case basis.

2. Customer and employee parking shall be provided at a ratio of one space for every seven inventory vehicles or a minimum of two spaces, whichever is greater. Customer and employee parking shall be clearly and visibly posted.

3. An office space devoted to perform transactions in conjunction with the business is required on site for all types of vehicle sales businesses.

4. All display areas shall be paved with asphalt, concrete, or pavers, or as approved by the Reviewing Departments. Vehicles for sale shall not be parked over required landscaping or buffer areas.

5. Light shall be properly shielded and designed, located, and arranged to reflect the light away from any street or adjacent properties. All lighting shall conform with the lighting standards from Section 12.110 of this Code.

6. A minimum 10-foot landscaped setback shall be required between all public streets and display areas. This landscape area shall include street trees as per City street tree standards.

7. For properties one acre or larger in size, the automobile sales and rental use, including the inventory and office space, shall occupy at minimum one-acre of the property. Allowed uses within the applicable zone, including other auto-mobile-related uses, may be located on the same property, but will not count towards the one-acre minimum for the automobile sales and rental use.

K. Hobby Garages.

1. Windows and Doors. In addition to the requirements of the Design Standards in Chapter 37 of this Code, all buildings facing public streets and public trails will include windows and doors.

2. Restrictions. Private garage units shall not be used for manufacturing, retail or wholesale selling, office functions, or human or animal habitation. Private garage units shall not permit storage of any hazardous or flammable materials unless in containers approved by the International Fire Code (IFC), hazardous waste, or any material which creates noxious dust, odor, or fumes.

3. Personal Use. An owner of a unit may use such unit for a personal use that is not considered a residential, business or retail use.

4. Residential Use Not Allowed. No portion of any private garage development shall be used for residential purposes and no owner may sleep overnight in or on their unit. A unit may include bathroom facilities provided that no unit may include or contain more than one toilet. Kitchen-type appliances will be allowed, provided all appliances are limited to a 120-volt, single pole, GFCI receptacle.

or on the exterior walls or roof of the premises;
(e) The sign shall contain alpha-numeric copy only.
(f) Painted wall advertising shall not be allowed;
(g) Signs and advertising shall not permit or allow the display of any matter that is contrary to the provisions of the Lehi City Development Code, Lehi City Municipal Code, or other applicable federal or State statute prohibiting obscenity, nudity, lewdness, profanity, or pornography.

3. No merchandise or pictures of the products or entertainment on the premises shall be displayed in window areas or in any area where they can be viewed from a public sidewalk.

Section 12.200. Zoning Requirements for Child Day Care, Commercial in Residential Zones.
(New 08/09/05)
The following standards apply to commercial daycare services located in residential zones: ~~the R-2 and R-3 Zones:~~

1. The exterior of the building shall resemble a single-family residential dwelling, in harmony with any neighboring residential dwellings.

2. A commercial daycare is not permitted in a multi-family structure.

3. A commercial daycare shall not be located within 400 feet, measured property line to property line, from ~~any school or~~ another commercial daycare service.

~~4. All applications for approval of a commercial daycare center shall comply with the conditional use and site plan requirements as set forth by this Code.~~

~~5.~~4. The entire area of the front yard setback shall be landscaped, except for permitted driveways/walkways.

~~6.~~5. The site plan shall be configured so that no vehicle will back out onto a dedicated public street. Parking and turn-around areas shall be located in the side or rear yard unless the site includes a circular driveway.

~~7. The commercial daycare shall be located on a through street, as opposed to a cul-de-sac or dead-end street.~~

~~8.~~6. The rear yard area and all play areas shall be enclosed with a six-foot high sight-obscuring fence. All gates shall be self-closing and self-locking.

~~9.~~7. No signage will be permitted.

~~10.~~8. No more than 16 children are permitted at any one time.

~~11.~~9. The commercial daycare shall comply with all State licensing requirements.

Section 12.210. Flag Lot Standards.
(New 09/12/06; Amended 03/27/07; 09/13/16; 05/14/19)

A. Definition. A flag lot is defined as a lot in a residential zoning district that does not meet the required frontage on a public street. A flag lot has two distinct parts: the flag, which contains the buildable area and is located behind another lot; and the pole, which connects the flag to the street, provides the only street frontage for the lot, and contains less than the minimum lot frontage for the zone.

B. Purpose. Flag lots are intended to apply only to exceptionally deep or odd shaped parcels that are isolated from public streets and would be difficult to develop or utilize in any other way. The applicant shall demonstrate that a flag lot is the most appropriate development option and that it will not detract from the surrounding neighborhood.

C. Minimum Requirements. A flag lot shall meet the following minimum requirements:

1. The pole portion of the lot shall have at least 20 feet of frontage on a dedicated public street, which frontage serves as access only to the subject lot.

2. The flag lot shall have a hard surfaced driveway from the public street to the required parking area for the flag lot with a minimum 20-foot wide drivable surface from lip of gutter to lip of gutter, p



B. Model homes shall be converted to residential dwellings when the corresponding subdivision becomes 80% developed or has been occupied as a model home for three years, whichever comes first.

C. Adequate off-street parking shall be provided.

D. Hours of operation shall be noted by the applicant, and subsequently approved in accordance with the provisions of this Code.

E. A model home may not be used as a general real estate office, construction management office, or an off-site sales office.

F. The number of model homes per subdivision will be reviewed on a site specific, case-by-case basis. Under no circumstances shall the number of model homes in a particular subdivision exceed the ratio of one model home for every ten houses contemplated by the corresponding recorded plat.

Section 12.230. Bed and Breakfast Inns.

(New 03.31.20; Amended 02/28/23)

Bed and breakfast inns shall ~~are allowed as a commercial use in commercial zones and as a conditional use in the A-5, A-1, R-1-22, and RA-1 zones. They must~~ comply with the following criteria:

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

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

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

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

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

Section 12.240. Short Term Rentals.

(New 03.31.20)

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

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

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

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

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

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

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

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

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

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

6-4C-4: KENNEL PERMIT:

A. Permit Required: No person shall own or operate a kennel for which a kennel permit has not been issued.

B. Application: An application for a kennel permit must be completed and submitted to police department. Once an application is received by the police department, an inspection of the kennel for compliance with the requirements will be conducted. Upon approval of the inspection and application, a kennel permit will be issued.

C. Term Of Permit: Kennel permits are good for one year from the date of issue.

D. Random Inspections; Records Maintained: Kennels with permits are subject to random unannounced inspections throughout the duration of the kennel permit. Any person operating a kennel shall permit police department staff and/or their assignees access to all parts of the establishment. Any operator of a kennel shall keep available for inspection upon request by the police department:

1. The name, address and telephone number of the owner of each animal kept at the kennel;

2. Dog license and rabies vaccination records of every dog kept at the kennel.

E. Full Access Required; Deficiencies Corrected: When the supervising animal control officer arrives to inspect the facility, the owner and/or manager must give the officer full access to all areas where animals are kept. All animals must be shown to the officer, who may examine any animals that appear to be in poor health and may also require a veterinarian to so inspect. Owners, managers, caretakers or others who interfere with the officer's duties are in violation of the kennel permit requirements and the permit holder or applicant is therefor subject to denial or revocation of the permit. If the officer observes that the facility is not in full compliance with the kennel permit requirements, he or she will explain and document the deficiencies and will give the owner a deadline for correcting these deficiencies. The officer will return to reinspect the facility and if the deficiencies have not been corrected during the given time frame, the officer may revoke or deny the kennel permit.

F. Revocation, Fines, Fees, Penalties: Kennels that are not in compliance with the city kennel permit requirements are subject to permit revocation and any applicable fines, fees and penalties.

~~G. Conditional Use Permit Required: All kennel permit applications will only be approved upon receipt of proof and confirmation that the applicant has obtained a conditional use permit for a kennel from the planning and zoning department.~~

H. Inoculation, Licensing Requirements Applicable: Animals maintained under a kennel permit are not exempt from proof of inoculation against rabies and/or dog licensing requirements.

I. Applicability Of Other Laws: Animals maintained under a kennel permit are subject to all laws, ordinances, regulations and statutes that govern the ownership of animals.

J. Reasons For Denial Or Revocation: A kennel permit may be denied or revoked by the police department for any of the following reasons:

1. Failure to comply with any provision of the kennel permit requirements;

2. Conviction of the owner, or of any person subject to his or her direction or control, for a violation of any local, state or federal law, rule, order or regulation pertaining to any activity relating to the humane treatment of animals;

3. Evidence that the owner, or any person subject to his or her direction or control, has received an animal control violation within the past twelve (12) months. Animal control violations include, but are not limited to, dog licensing (section 6-4C-1 of this article), nuisance animals (section 6-4A-6 of this chapter), dogs attacking persons and animals (section 6-4C-6 of this article), animals running at large (section 6-4A-4 of this chapter), and rabies vaccination required (section 6-4D-2 of this chapter);

4. Furnishing false information on the application for a kennel permit.

K. Disposal Of Animals Upon Revocation: The operator of any kennel whose permit is denied or revoked shall dispose of all animals in the kennel within ten (10) days after the denial or revocation, or surrender the animals to the police

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