Lehi City Council Meeting
Agenda
November 10, 2026

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

Pre-Council, 4:30 p.m.

1. Welcome and Opening Comment

2. Presentations and Reports

   2.1. Presentation and Discussion of Annual Citizen Survey Questions- Y2 Analytics (20 min)

   2.2. PARC Grant Recipient Presentations (30 min)

      1. Thanksgiving Point Institute
      2. Chabad of Utah County
      3. Grassroots Shakespeare Company
      4. Lehi Historical Society & Archives
      5. Lehi Area Music Association
      6. Lehi Arts Council

3. Working Discussion Items

   3.1. Discussion of Code Updates to the Mixed Use Zone. (10-15 min)

   3.2. Continue Review and Discussion of the General Plan Goals and Policies. (45 min)

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

5. Administrative Report

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

Closed Session- Announce the Reason, Location, and Roll Call Vote
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; pending or reasonably imminent litigation; the character, competence, or physical or mental health of an individual; or any other lawful purpose.

Regular Session, 7:00 p.m.

1. Welcome, Roll Call, Pledge of Allegiance

2. Presentations and Reports

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

4. Consent Agenda

   4.1. Approve Purchase Orders
   PO 8547 (Inventory).pdf

   4.2. Approve City Council Meeting Minutes

   4.3. Consideration of Resolution #2026-71 approving an Agreement with Cole Peck for construction of the Mill Pond Waterlines Phase II.
   Res 2026-71.docx
   Engineering_Staff_Report
   Agreement-Mill Pond Waterlines Phase Two (Cole Peck Company LLC).docx

   4.4. Consideration of Resolution #2026-70, approving an Interlocal Cooperation Agreement with Utah County for the SR92 Pedestrian Bridge at Center Street.
   Res 2026-70.docx
   Engineering_Staff_Report
   Lehi SR 92 Trail Bridge Oct 2026 (1).pdf

5. Regular Agenda

   5.1. Consolidated Fee Schedule Amendment for Steinway Piano Fees
   a. Public Hearing
   b. Consideration of Resolution #2026-69 approving an Amendment to the Consolidate Fee Schedule for fees related to piano rentals, recitals, and maintenance.

   Petitioner: Lehi City
   Res_2026-69.docx
   2027 Proposed Piano Rental Fees.pdf

   5.2. Consideration of Ordinance #51-2026, Amending Lehi Municipal Code Title 10 Chapter 2,

removing the requirement for automatic sprinkler system installation throughout the Dry Creek Corridor.
Ord 51-2026.docx

5.3. Consideration of the Logan Annexation on 2.68 acres located at approximately 1300 S 1700 W, with R-1-22 and TH-5 zoning. (Tabled from the October 27, 2026 Meeting)

1. Public Hearing
2. Consideration of Resolution #2026-64 approving the Annexation agreement with the owners of the property.
3. Consideration of Ordinance #50-2026 approving the Logan Annexation with R-1-22 and TH-5 zoning.

Petitioner: Danny Logan
Logan Annexation 1.pdf
Res 2026-64.docx
Logan AnnexAgreement 10.27.26.docx
Ord 50-2026.docx

5.4. Consideration of Ordinance #52-2026, the Jarvis Zone Change, changing the zoning on 1.89 acres located at approximately 1840 N 2300 W from A-5 to R-1-8.
Petitioner: JDJ Investments LLC
Ord 52-2026.docx
Jarvis ZC 1.pdf

5.5. Consideration of an update to the Clark Meadows Concept, a 12-lot concept requesting two lots of bonus density in lieu of reimbursement for project improvements located at approximately 1700 West and 1300 South.
Petitioner: Matt Loveland
Clark Meadows Concept Update 1.pdf

5.6. Consideration of Ordinance #53-2026, a comprehensive Development Code update to Chapter 39, Definitions, integrating definitions found in other Chapters.
Ord 53-2026.docx
Ch 39 Definitions DCA 1.pdf

5.7. Consideration of Resolution #2026-74 appointing a Member to the Board of Trustees of the Metropolitan Water District.
Res 2026-74.docx

6. Adjournment

- Public is invited to attend all open meetings

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

Agenda Item No: 2.1

City Council Agenda Item Report

Meeting Date: November 10, 2026
Submitted By: Teisha WIlson
Submitting Department:
Item Type: Discussion
Agenda Section: Presentations and Reports

Subject:

Presentation and Discussion of Annual Citizen Survey Questions- Y2 Analytics (20 min)

Summary:

Attachments:

Agenda Item No: 2.2

City Council Agenda Item Report

Meeting Date: November 10, 2026
Submitted By: Teisha WIlson
Submitting Department:
Item Type: Presentation
Agenda Section: Presentations and Reports

Subject:
PARC Grant Recipient Presentations (30 min)

1. Thanksgiving Point Institute

2. Chabad of Utah County
3. Grassroots Shakespeare Company
4. Lehi Historical Society & Archives
5. Lehi Area Music Association
6. Lehi Arts Council

Summary:

Attachments:

Agenda Item No: 3.1

City Council Agenda Item Report

Meeting Date: November 10, 2026
Submitted By: Teisha WIlson
Submitting Department:
Item Type: Discussion
Agenda Section: Working Discussion Items

Subject:
Discussion of Code Updates to the Mixed Use Zone. (10-15 min)

Summary:

Attachments:

Agenda Item No: 3.2

City Council Agenda Item Report

Meeting Date: November 10, 2026
Submitted By: Teisha WIlson
Submitting Department:
Item Type: Discussion
Agenda Section: Working Discussion Items

Subject:
Continue Review and Discussion of the General Plan Goals and Policies. (45 min)

Summary:

Attachments:

Agenda Item No: 4.1

City Council Agenda Item Report

Meeting Date: November 10, 2026
Submitted By: Teisha WIlson
Submitting Department:
Item Type: Action Item
Agenda Section: Consent Agenda

Subject:
Approve Purchase Orders

Summary:

Attachments:

PO 8547 (Inventory).pdf

PURCHASE ORDER

LEHI CITY CORPORATION
153 NORTH 100 EAST
LEHI UT 84043

8547

THS ORDER NUMBER MUST APPEAR ON YOUR INVOICE

4870
ISSUED TO: WESTERN UNITED ELECTRIC SUPPLY
100 BROMLEY BUSINESS PKWY
BRIGHTON CO 80603

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

PURCHASE ORDER DATE: 10/14/2026 DEPARTMENT: POWER

QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL	GL ACCOUNT
30.00	1 PH TRANSFORMER 25KVA 12.47/7.2 240/120 ERMCO 1-PH TRANSFORMER	2,699.23	80,976.90	53-1415
30.00	1-PH TRANSFORMER 37.5 KVA 12.47/7.2 240/120 ERMVO 1-PH TRANSFORMER	2,798.80	83,964.00	53-1415

TOTAL 164,940.90

COMMENTS/NOTES

FINAL ELECTRONIC APPROVAL BY: _____ DATED _____

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

Lehi City Purchase Requisition Request

Supplier	**Name**	Western United Electric Supply	**Vender #**		
	Street	1010 North Hwy 198	**Date**		**10/14/2026**
	City	Salem	**State**	Ut	
	Zip	84653	**Phone**	801-822-2174	

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

Quanity	Unit	Materials and Description	Price	Total
30		1-PH TRANSFORMER 25 KVA 12.47/7.2 240/120	$2,699.23	$80,976.94
		ERMCO 1-PH TRANSFORMER		
		10 UNITS IN 4 WEEKS BALANCE WOULD HAVE		
		12 WEEK LEAD TIME		
30		1-PH TRANSFORMER 37.5 KVA 12.47/7.2 240/120	$2,798.80	$83,963.96
		ERMCO 1-PH TRANSFORMER		
		20 UNITS IN STOCK BALANCE WOULD HAVE		
		6 WEEK LEAD TIME		
				$164,940.90

Justification:	Price Determination	
IRBY $166,050.00 10-12 WKS	Verbal Quote	
WESCO $273,612.90 19 WKS	Informal Bid	
WSCO $180,416.13 14 WKS	Written Bid	*
	State Bid	
	Other	

Agenda Item No: 4.2

City Council Agenda Item Report

Meeting Date: November 10, 2026
Submitted By: Teisha WIlson
Submitting Department:
Item Type: Action Item
Agenda Section: Consent Agenda

Subject:
Approve City Council Meeting Minutes

Summary:

Attachments:

Agenda Item No: 4.3

City Council Agenda Item Report

Meeting Date: November 10, 2026
Submitted By: Teisha WIlson
Submitting Department:
Item Type: Resolution
Agenda Section: Consent Agenda

Subject:
Consideration of Resolution #2026-71 approving an Agreement with Cole Peck for construction of the Mill Pond Waterlines Phase II.

Summary:

Attachments:

Res 2026-71.docx

Engineering_Staff_Report

Agreement-Mill Pond Waterlines Phase Two (Cole Peck Company LLC).docx

LEHI CITY

RESOLUTION NO. 2026-__

A RESOLUTION OF THE LEHI CITY COUNCIL APPROVING AN AGREEMENT WITH COLE PECK COMPANY LLC FOR THE COSNTRUCTION OF A CULINARY WATERLINE AND A PRESSURIZED IRRIGATION LINE ACROSS 850 EAST

WHEREAS, City needs to construct and 8-inch culinary waterline and a 10-inch pressurized irrigation line across 850 East (the "Project");

WHEREAS, City issued a request for bids and selected Cole Peck Company LLC to construct the Project;

WHEREAS, on November 10th, 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 an Agreement with Cole Peck Company LLC for the Project; and (ii) such action furthers the health, safety and welfare of the citizens of Lehi.

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

1. The Agreement for the Project between Lehi City and Cole Peck Company 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 10th day of November, 2026.

LEHI CITY

_____

Paul Binns, Mayor

ATTEST

_____

Teisha Wilson, City Recorder

EXHIBIT “A”

Staff Report for City Council Consideration

Engineering November 10, 2026

Issue

The Engineering Department recommends that the Lehi City Council approve the attached **Lehi City Mill Pond Waterlines Phase II Agreement** between Lehi City and Cole Peck Company, LLC, for the construction of Phase II waterline improvements and associated appurtenances along the south side of Mill Pond.

Background

Lehi City is contractually obligated to construct an 8-inch culinary waterline and a 10-inch pressurized irrigation waterline across 850 East and extending eastward along the south side of Mill Pond. To fulfill this obligation, the City solicited bids for two phases of construction from three contractors: Cole Peck Company, LLC; Peacock Excavating; and B.D. Bush Excavation. Cole Peck Company, LLC submitted the lowest overall bid for the project.

To expedite construction and meet upcoming asphalt paving deadlines, Lehi City entered into a contract with Cole Peck Company, LLC for Phase I, which is currently under construction.

The Engineering Department is now requesting City Council approval to proceed with Phase II of the project at a proposed cost of $139,115.14, as detailed in the bid tabulation included in the agreement.

Financial Impact

This project will be paid for using current Mill Pond RDA funds, which need to be obligated/spent by December 31, 2026.

Communication and Public Outreach

No communication or public outreach is anticipated

Staff Recommendation

Engineering Staff recommends approving Option 1 below, authorizing the Mayor to sign the Lehi City Mill Pond Waterline Phase 2 Agreement and proceed with the phase 2 project construction.

Option 1 – Approve the proposed Agreement and proceed with the construction.

Option 2 – Not Approve the proposed Agreement. Budget waterline construction funds in a future budget year, as the Mill Pond RDA funds expire on December 31, 2026.

Prepared By: Brad Kenison, Lehi City Engineer

AGREEMENT FOR THE CONSTRUCTION OF
THE LEHI CITY MILL POND WATERLINES PHASE TWO

THIS AGREEMENT FOR THE Lehi City Mill Pond Waterlines Phase Two ("Agreement") is made and entered into and effective as of the date the last party signs below ("Effective Date") by and between Lehi City, 153 North 100 East, Lehi, Utah 84043 ("City") and Cole Peck Company LLC, whose principal place of business is located at 1512 North 1300 East, Lehi, Utah 84043 ("Contractor").

WHEREAS, City desires to contract for the construction of an 8-inch culinary and 10-inch pressurized irrigation waterline and associated appurtenances from the west side of 850 East to the east side of 850 East, including associated roadway/sidewalk/curb & gutter repair (the "Work"); and

WHEREAS, City issued a request for proposal for said Phase Two appurtenances and Contractor submitted a Response which City determined to be the lowest responsive and most responsible bid and the City desires to contract with Contractor to perform the Work;

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

1. **Scope of Work**. City hereby hires Contractor and Contractor agrees to be bound to the City to perform the Work shown as Phase Two of the attached construction plans attached hereto as Exhibit A, and referred to as the "Contract Documents" and by this reference are incorporated herein and made a part of this Agreement.

2. **Term**. The Work shall commence on the Effective Date and shall be completed and invoiced to City no later than December 23, 2026.

3. **Payment**. City shall pay a total lump sum price of $139,115.14 at the completion of the Work, provided that Contractor submit invoices for said construction services by December 23, 2026.

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

5. **Withholding Payment for Defective Performance**. The City may withhold or, on account of subsequently discovered evidence, nullify the whole or part of any of the Payment to the extent that the City reasonably determines such withholding is necessary to protect itself from loss or liability on the account of defective or incomplete performance by Contractor, including but not limited to defective goods or services not remedied, or any other failure to comply with the terms and conditions of this Agreement.

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

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

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

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

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

7. **Taxes**.

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

8. **Indemnification and Insurance**.

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

8.2 Contractor, at its own expense, shall provide: Workers' Compensation Insurance: Statutory workers' compensation insurance (Part A). Such insurance shall also include employer's liability (Part B) insurance in a limit of not less than $1,000,000 for each: accident, disease and employee. No owner or officer may be excluded. Rights of subrogation against the city shall be waived.

8.3 Contractor, at its own expense, shall maintain General Liability Insurance: Commercial General Liability insurance written on an occurrence basis, arising out of claims for bodily injury (including death), property damage, products liability, completed operations liability, personal injury, advertising injury, damage to premises rented to you, with not less than $3,400,000 per occurrence and $3,400,000

aggregate, with the contractor naming the City as Additional Insured for ongoing and completed operations, on a primary and non-contributory basis, with rights of subrogation against the city waived.

8.4 Contractor, at its own expense, shall maintain automobile liability insurance with bodily injury and death limits of at least $2,000,000 each accident. Such benefits and coverage shall not be deemed to limit Contractor's liability under this Agreement. It is intended by this Section that the requirements set forth herein will satisfy applicable minimum requirements under Utah law. However, in the event that the foregoing requirements do not satisfy applicable Utah law, Contractor must maintain automobile liability insurance in amounts satisfying applicable Utah law.

8.5 Contractor, at its own expense, shall maintain Contractors Professional Liability (Errors & Omissions) Insurance: Professional Liability Insurance for Contractor's liability arising out of the rending of professional services, including faulty workmanship, or any other professional service, including construction management and design related work, with limits not less than $1,000,000 per occurrence and $1,000,000 aggregate. The professional liability/errors and omissions insurance required by this Section 8.5 must be project specific with a one-year extended reporting period. Contractor shall, likewise, require its subcontractors, if any, to provide for such benefits and to maintain such insurance at no expense to the City.

8.6 Before commencing the Work, and at any time thereafter upon written request by the City, Contractor shall furnish the City with a copy of certificates of insurance as evidence that policies providing the coverage required by this Agreement are in effect. The City reserves the right to require complete, certified copies of all required insurance policies, with all endorsements, at any time.

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

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

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

9.2 The purpose of the performance bond and payment bond are to guarantee the proper completion by Contractor of the Work as contemplated by this Agreement and property payment to subcontractors; if any.

9.3 The performance bond and payment bond shall remain valid until the City approves of and accepts the Work, as set forth in Section 9.6.

9.4 Prior to the City's approval and acceptance of the Work, Contractor must provide the City with a warranty bond/warranty letter of credit in the amount of 10% of the Payment. The completed warranty bond/warranty letter of credit is attached as Exhibit C.

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

(A) complies with this Agreement; and

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

9.5 The warranty bond/warranty letter of credit shall remain valid for the entire Warranty Period.

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

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

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

10. **Representations and Warranties.**

10.1 Each party represents that:

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

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

10.2 Contractor represents and warrants that:

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

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

10.2.3. Contractor shall perform its obligations required by this Agreement in a manner consistent with applicable professional and technical standards for Work of a similar and comparable nature, and shall ensure that the implementation thereof is also performed in an applicable professional, technical, and workman-like manner. Contractor shall correct any defect in its performance at no additional cost to the City. Upon request by the City, Contractor must be able to summarize and concisely report pertinent information associated with this Agreement and the performance thereof to the City in a timely manner. Contractor shall not make any alterations or variations in or additions to, or omissions from, its duties and obligations

contemplated by this Agreement, without the prior written consent of the City

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

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

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

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

13. **Notice.**

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

To the City:	To Contractor:
Lehi City Corporation	Cole Peck Company, LLC
Attn: Brad Kenison	Attn: Cole Peck
153 N. 100 East	1512 North 1300 East
Lehi, Utah 84043	Lehi, Utah 84043

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

14. **Attorneys' Fees and Costs**. Each party shall bear its own attorneys' fees and costs incurred in connection with the drafting, execution, and performance of this Agreement. However, if any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party in such action shall be entitled to recover

reasonable attorneys' fees, legal costs, and other collection fees and costs incurred by the prevailing party in connection with the suit, both before and after the judgment, in addition to any other relief to which such party may be entitled.

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

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

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

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

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

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

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

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

23. **Entire Agreement**. All agreements, covenants, representations and warranties, express or implied, oral or written, of the parties concerning the subject matter hereof are contained solely in this Agreement, subject to any implied warranties and conditions imposed upon the parties by Utah law. No other agreements, covenants,

representations, or warranties have been made by any party to any other party concerning the subject matter hereof. All prior and contemporaneous conversations, negotiations, possible and alleged agreements, representations, covenants, and warranties concerning the subject matter hereof are merged herein. This is an integrated agreement.

Dated the _____day of _____, 2026.

[Colt Peck Company, Inc]

_____
By:
Its:

STATE OF UTAH)
: ss.
COUNTY OF UTAH)

On this _____day of _____, 2026, personally appeared before me _____, whose identity is personally known to me (or proven on the basis of satisfactory evidence) and who by me duly sworn/affirmed, did say that he/she is the _____of [Cole Peck Company LLC] and that said document was signed by him/her in behalf of said [Cole Peck Company, LLC] by Authority of its Articles of Organization, Operating Agreement, or Resolution of its Members/Managers and said _____acknowledged to me that said Company executed the same.

Witness my hand and official seal.

_____
(notary signature)

Dated the _____day of _____, 2026.

Lehi City Corporation

_____
Mayor Paul Binns

Attest:

_____
Teisha, Wilson, City Recorder

EXHIBIT A – Contract Documents

Mill Pond Road 8" Culinary Water Line (Phase I)

Item	Description	Unit	Cole Peck Qty	Cole Peck Unit Price	Cole Peck Total	Peacock Qty	Peacock Unit Price	Peacock Total	BD Bush Qty	BD Bush Unit Price	BD Bush Total
1	Mobilization	EA	1	$600.00	$600.00	1	$2,500.00	$2,500.00	1	$2,800.00	$2,800.00
2	SWPPP	EA									
3	Culinary Water										
	Connect to Existing 8" Main	EA	1	$7,568.04	$7,568.04	1	$6,525.00	$6,525.00	1	$7,180.00	$7,180.00
	8" PVC Water Main (Includes Bedding)	LF	380	$70.98	$26,971.25	380	$68.00	$25,840.00	380	$69.00	$26,220.00
	8" Bend	EA	3	$1,590.67	$4,772.01	3	$830.00	$2,490.00			
	Blow-off Temp	EA	1	$1,986.93	$1,986.93	1	$1,900.00	$1,900.00	1	$1,350.00	$1,350.00
	Construction Valves	EA	1	$3,182.18	$3,182.18	1	$2,925.00	$2,925.00	1	$3,000.00	$3,000.00
4	Concrete										
	24" Curb and Gutter Replacement	LF	10		$4,050.00	10	$88.00	$880.00	10	$155.00	$1,550.00
	Sidewalk replacement	SF	50			50	$14.75	$737.50	50	$19.50	$975.00
	Concrete Collar	EA	1	$1,000.00	$1,000.00	2	$695.00	$1,390.00	1	$900.00	$900.00
5	Roadway							$0.00			$0.00
	4" Asphalt T-Patch	SF	800	$12.50	$11,911.50	800	$11.85	$9,480.00	800	$10.25	$8,200.00
	6" Road Base	SF	600			600	$1.95	$1,170.00	600	$2.30	$1,380.00
6	Testing	LF	380	$2.63	$1,000.00	380	$2.10	$798.00	380	$6.50	$2,470.00
7	Imported Trench Backfill Material	TON	380	$9.50	$3,610.00	380	$15.75	$5,985.00	380	$27.00	$10,260.00
8	Traffice Control	Lump	1	$2,500.00	$2,500.00	1	$14,250.00	$14,250.00	1	$6,150.00	$6,150.00
9	Misc	Lump							1	$1,950.00	$1,950.00
		Total			**$69,151.91**			**$76,870.50**			**$74,385.00**

Mill Pond South Property Water Line Extensions (Phase II)

Item	Description	Unit	Cole Peck Qty	Cole Peck Unit Price	Cole Peck Total	Peacock Qty	Peacock Unit Price	Peacock Total	BD Bush Qty	BD Bush Unit Price	BD Bush Total
1	Mobilization	EA						$2,500.00			$2,800.00
2	SWPPP	EA									
3	Culinary Water										
	8" PVC Water Main (Includes Bedding)	LF									
	8" Valve	EA	730	$51.17	$37,351.30	730	$47.00	$34,310.00	730	$51.25	$37,412.50
	8" Bends	EA	1	$4,300.00	$4,553.89	1	$2,950.00	$2,950.00	1	$2,900.00	$2,900.00
	Blow-off	EA	4	$1,578.43	$6,313.70	4	$830.00	$3,320.00			
4	Irrigation		1	$5,955.23	$5,955.23	1	$6,400.00	$6,400.00	1	$6,000.00	$6,000.00
	Connect to Existing 10" Stub	EA									
	10" PVC PI Main (Includes Bedding)	LF									
	Fire Hydrant	EA	1	$2,500.00	$2,500.00	1	$1,950.00	$1,950.00	1	$2,500.00	$2,500.00
	10" Valve	EA	730	$71.01	$43,610.30	730	$57.00	$41,610.00	730	$66.00	$48,180.00
	10" Bends	EA	1	$10,861.37	$10,861.37	1	$10,600.00	$10,600.00	1	$11,900.00	$11,900.00
7	Testing	LF	1	$7,119.30	$7,119.30	1	$4,400.00	$4,400.00	1	$4,400.00	$4,400.00
8	Imported Trench Backfill Material	TON	4	$2,112.51	$8,450.05	4	$1,025.00	$4,100.00			
	Concrete Collars		730	$2.74	$1,000.00	730	$2.50	$1,825.00	730	$6.50	$4,745.00
9	Misc	Lump	1200	$9.50	$11,400.00	1200	$15.75	$18,900.00	1200	$27.00	$32,400.00
			2			2	$695.00	$1,390.00			
						1	$2,725.00	$2,725.00	1	$3,260.00	$3,260.00

Sub-Total	$208,267.05	$213,850.50	$230,882.50
Total			

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$208,267.05

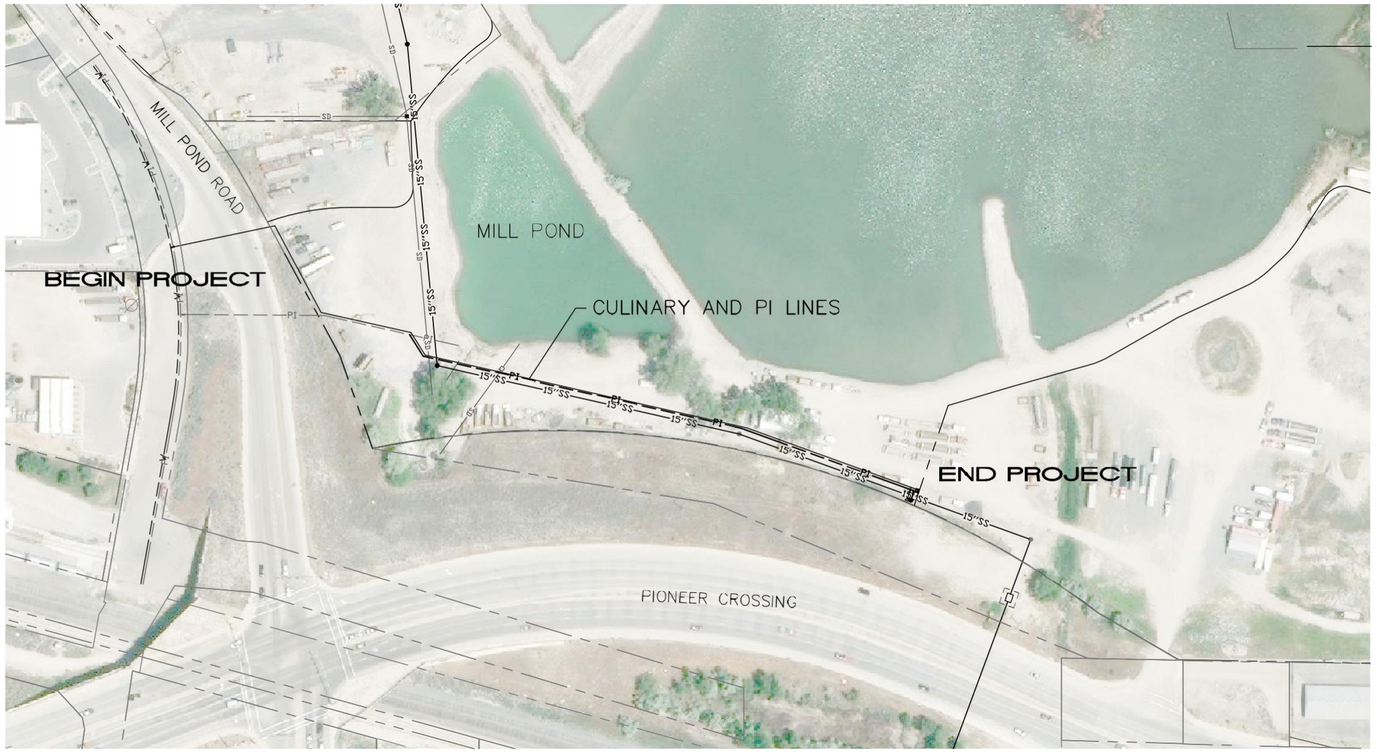
LEHI CITY MILL POND WATER AND PI PROJECT)
CONSTRUCTION PLANS

LEHI, UTAH

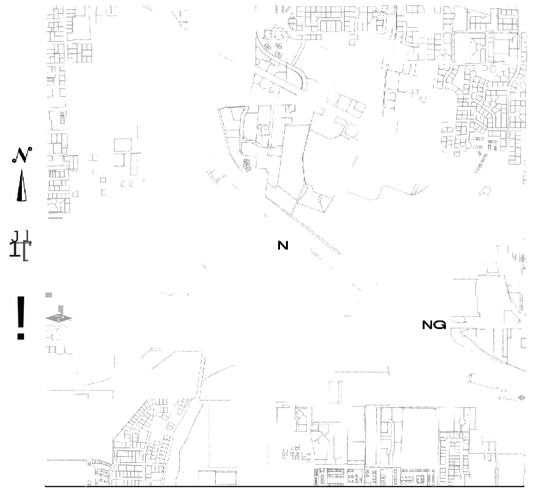
LEHI CITY

Digitally signed by Dave Norman
Date: 2009.10.20 11:10:00-06'00'

Digitally signed by Kim Struthers
DN: cn=Kim Struthers, o=Trane Engineering, ou=Trane Engineering, email=kim@traneengineering.com, c=US
Date: 2009.10.20 11:10:00 -06'00'



SITE tvIAP
NTS



VICINITY MAP
NTS

SHEET INDEX

SHEET NO.	SHEET NAME
1	COVER SHEET / INDEX SHEET
2	OVERALL SITE PLAN
3	DETAILS

NOTE:
1- ALL CONSTRUCTION TO BE DONE AS PER THE LEHI DESIGN AND PUBLIC IMPROVEMENTS SPECIFICATIONS & CONSTRUCTION DOCUMENTS.
2- **CONTRACTOR TO** KEEP AREA CLEAN AND NOT **INTERFERE** WITH BUSINESS OPERATIONS WITHIN THE AREA.
3- ALL UTILITIES SHOWN ARE APPROXIMATELY SHOWN ANO THE CONTRACTOR IS TO VERIFY LOCATIONS ANO DEPTHS PRIOR TO EXCAVATION ANO NOTIFY ENGINEER OF ANY DISCREPANCIES.

REVJSI□NS					
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2				CHECK BY,	TGT
3				DATE,	09/01/26
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TRANE ENGINEERING P.C.
CONSULTING ENGINEERS AND LAND SURVEYORS
27EAST MAIN STREET LEHI, UTAH 84043 (801) 768-4544

LEHI, UTAH

LEHI CITY MILL POND WATER LINES
SOUTH SIDE OF MILL POND

COVER

JOB
LEHI MP

SHEET NO.
1

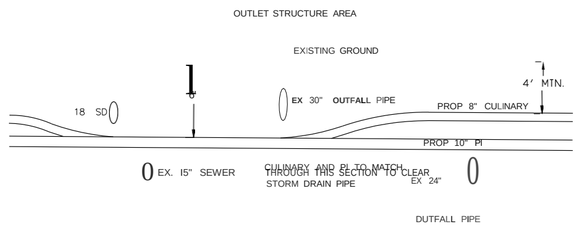


NOTE:

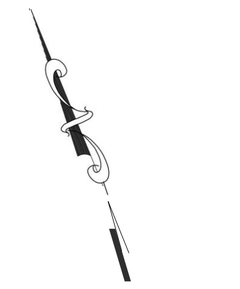
1- ALL CONSTRUCTION TO BE DONE AS PER THE LEHI DESIGN AND PUBLIC IMPROVEMENTS SPECIFICATIONS & CONSTRUCTION DOCUMENTS.
2- CONTRACTOR TO KEEP AREA CLEAN AND NOT INTERFERE WITH BUSINESS OPERATIONS WITHIN THE AREA.
3- ALL UTILITIES SHOWN ARE APPROXIMATELY SHOWN AND THE CONTRACTOR IS TO VERIFY LOCATIONS AND DEPTHS PRIOR TO EXCAVATION AND NOTIFY ENGINEER OF ANY DISCREPANCIES.
4- ALL TRENCH BACKFILL MUST BE A AASHTO DESIGNATION A-1 a

PROJECT PHASING - SEPARATE BIDS

1- INSTALL CULINARY LINE ACROSS MILL POND ROAD AND TO THE LOCATION OF WHERE THE PI MAIN CROSSES THE ROAD.
2- INSTALL CULINARY AND PI MAINS FROM PHASE 1 LOCATION TO THE EAST PROPERTY LINE OF THE LEHI CITY PROPERTY.



SECTION AT OUTLET STRUCTURE
NTS



REVISIONS					
NO.	DATE	DESCRIPTION	BY		
1				DESIGNED BY,	TGT
2				DRAWN BY,	TT
3				CHECK BY,	TGT
4				DATE,	9/17/26
				COGO FILE,	

J:\LEHI MILL POND\dwg\SITE PLAN MILL POND.dwg

TRANE ENGINEERING, P.C.
CONSULTING ENGINEERS AND LAND SURVEYORS
27 EAST MAIN LEHI, UTAH 84043 (801) 768-4544

LEHI CITY, UTAH

LEHI CITY MILL POND WATER LINES
SOUTH SIDE OF MILL POND

SITE PLAN
MILL POND WATER LINES

JOB LMP

SHEET NO. 2

EXHIBIT B – Performance Bond and Payment Bond

EXHIBIT C – Warrant Bond

Agenda Item No: 4.4

City Council Agenda Item Report

Meeting Date: November 10, 2026
Submitted By: Teisha WIlson
Submitting Department:
Item Type: Resolution
Agenda Section: Consent Agenda

Subject:
Consideration of Resolution #2026-70, approving an Interlocal Cooperation Agreement with Utah County for the SR92 Pedestrian Bridge at Center Street.

Summary:

Attachments:

Res 2026-70.docx

Engineering_Staff_Report

Lehi SR 92 Trail Bridge Oct 2026 (1).pdf

LEHI CITY

RESOLUTION NO. 2026-??__

A RESOLUTION OF THE LEHI CITY COUNCIL APPROVING AN INTERLOCAL COOPERATION AGREEMENT BETWEEN UTAH COUNTY AND LEHI CITY FOR THE LEHI SR 92 TRAIL BRIDGE PROJECT

WHEREAS, Lehi City and Utah County desire to provide transportation facilities in Utah County for use by its residents and visitors to ensure the safe passage of vehicles and pedestrians;

WHEREAS, Lehi City and Utah County to facilitate the construction of the Lehi SR 92 Trail Bridge project has secured funding to design and construct a non-motorized paved trail along Utah Lake; and Lehi City has secured funding to design and construct a new roadway in the same location;

WHEREAS, on November 10th, 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 an Interlocal Cooperation Agreement with Utah County; 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 Interlocal Cooperation Agreement attached hereto as Exhibit "A" is hereby approved and the Mayor is authorized to execute the agreements and take all other such action as is necessary to make them effective.

2. This resolution shall take effect immediately.

Approved and Adopted by the City Council of Lehi City, Utah this 10th day of November 9, 2026.

LEHI CITY

_____

Paul Binns, Mayor

ATTEST

_____

Teisha Wilson, City Recorder

Exhibit “A”

Staff Report for City Council Consideration

Engineering November 10, 2026

Issue

The Engineering Department is recommending that the Lehi City Council approve the attached Inter-Local Cooperation Agreement between Utah County and Lehi City for the design and construction of a pedestrian bridge over SR-92 at Center Street (see the proposed Cooperation Agreement in Exhibit A).

Background

The proposed pedestrian bridge will provide a safer connection across SR-92 (Timpanogos Highway) at Center Street for students, pedestrians, and bicyclists. Heavy traffic volumes and high vehicle speeds make the existing crossing particularly hazardous, despite its importance as a link between neighborhoods north and south of the highway. This is especially true for students traveling to and from the schools north of the highway and the high school to the south. Additionally, this bridge will provide a necessary link in the regional trails system by connecting the Murdock Trail on the south to the trail systems on the north.

To address these needs, Lehi City is coordinating closely with Utah County, MAG and UDOT to fund and construct this bridge. Most of the bridge and trail will be constructed within the UDOT right-of-way. However, since this is a particularly important project, UDOT has agreed to allow the construction, provide the necessary property, and may help fund the project. The total cost is estimated at approximately $9 million, with about half provided by UDOT and the remaining costs shared by Utah County and Lehi City.

Key Points to the Cooperation Agreement:

- Utah County Public Works Director will act as the administrator of this agreement
- The terms of this agreement shall be from the date of execution until the terms are completed, or a maximum of 4 years
- Lehi City will be responsible for managing the design, construction advertising, bids opening and construction of the project
- This project has been approved and authorized by the Mountainland MPO Board to fund a not-to-exceed amount of $4,466,598.00
- This is a mulit-year funded project with approved Utah County Transportation Sales

Tax Funds of $2,467,420.00 in 2028 and $1,696,790.00 in 2029

- Lehi City is to pay a 6.77% match portion of the total project cost
- Lehi City will own, repair and maintain the bridge and trail when completed

Summary

This new pedestrian bridge has been needed for years to provide a safe crossing of SR-92. The need has become particularly urgent for elementary and junior high school students who live south of the highway and attend schools north of SR-92, following the School District's recent elimination of the bus routes that previously served them. This need is further heightened by ongoing and anticipated growth in the Inverness area and surrounding commercial developments, which is increasing vehicle traffic through the intersection.

Financial Impact

The Mountainland MPO board has agreed to pull forward the money that was originally set for the second phase of the 700 South Cycle Track in 2030 to use for this project. This money will be available to use on this project beginning in 2028. Any funding not covered by additional sources will be paid up front by Lehi as the design begins and will be reimbursed during the 2028 calendar year.

Communication and Public Outreach

No communication or public outreach is anticipated

Stakeholders Impacts

This project has an impact on the Parks Department who will be responsible for the repair and maintenance of the new bridge once it is completed. Additionally, the Water Department could potentially be impacted since it may be required to relocate some water lines that could conflict with the structure.

Staff Recommendation

Engineering Staff recommends approving Option 1 below, authorizing the Mayor to sign the Cooperation Agreement and proceed with the project

Option 1 – Approve the proposed Cooperation Agreement and proceed with the design and construction.
Option 2 – Not Approve the proposed Agreement. The risk with this option would be to either cancel the project or postpone the project indefinitely while additional funding sources are acquired.

Prepared By: Gary Ellis, Assistant Lehi City Engineer

Staff Contact: Brad Kenison, Lehi City Engineer

Agreement No. 2026-

INTER-LOCAL COOPERATION AGREEMENT
between
UTAH COUNTY and
LEHI CITY

For A Project Known As

LEHI SR 92 TRAIL BRDIGE

THIS AGREEMENT, made and entered into this ___ day of November 2026, by and between **UTAH COUNTY (Program Manager)**, a political subdivision of the State of Utah, with principal offices located at 100 East Center ST, Suite 2300, Provo, Utah 84606 and **LEHI CITY (Project Sponsor)**, a political subdivision of the State of Utah, with principal offices located at 131 North 100 East, Lehi, Utah 84043.

RECITALS:

WHEREAS, the Utah Interlocal Co-operation Act, Title 11, Chapter 13, Utah Code Annotated (1953), as amended, permits local governmental units including cities, counties, inter-local entities and political subdivisions of the State of Utah to make the most efficient use of their powers by enabling them to cooperate with other public entities on the basis of mutual advantage and to exercise joint cooperative action for the benefit of their respective citizens; and

WHEREAS, the Program Manager and the Project Sponsor desire to facilitate the construction of a road project known as Lehi SR 92 Trail Bridge (**Approved Project**) which consists of the construction of a pedestrian bridge over SR-92 at Center Street; and

WHEREAS, the Program Manager and the Project Sponsor held duly noticed public meetings wherein this Agreement was considered and an Authorizing Resolution was presented for approval by the respective legislative bodies.

NOW THEREFORE, in consideration of the covenants and agreements contained herein and other valuable consideration, the sufficiency of which is hereby acknowledged, the Program

Manager and the Project Sponsor hereby agree as follows:

Section 1. PURPOSES.

This Agreement has been established and entered into between the Program Manager and the Project Sponsor for the purpose of outlining the respective rights and responsibilities of the Program Manager and the Project Sponsor in the construction of the Approved Project.

Section 2. ADMINISTRATION OF AGREEMENT.

The parties hereto agree that, pursuant to Section 11-13-207, Utah Code Annotated, 1953 as amended, the Utah County Public Works Director shall act as the administrator responsible for the administration of this Agreement. The parties further agree that this Agreement does not anticipate nor provide for any organizational changes in the parties. The administrator agrees to keep all books and records in such form and manner as the Utah County Auditor shall specify and further agrees that said books shall be open for examination by the parties hereto at all reasonable times.

Section 3. MULTIPLE JURISDICTIONS.

If a project is within multiple jurisdictions and/or agencies, one jurisdiction or agency will enter in to this interlocal agreement and interface with the Program Manager as the Project Sponsor. Multiple jurisdictions and/or agencies interactions will be outlined within a separate interlocal agreement between said jurisdictions and/or agencies. This agreement shall be referenced in this agreement as an Exhibit.

Section 4. EFFECTIVE DATE; DURATION; TERMINATION.

This Agreement shall become effective and shall enter into force within the meaning of the Interlocal Cooperation Act, upon the submission of this Agreement to, and the approval and execution hereof by the governing bodies of the Program Manager and the Project Sponsor. The term of this Agreement shall be from the date of execution hereof until the terms and obligations identified herein are completed, but in no event, longer than 4 years from the execution date. The Agreement may only be terminated for cause in advance of the specified termination date with written notice and an opportunity to cure, not less than thirty (30) days.

Section 5. NO SEPARATE LEGAL ENTITY.

The Program Manager and the Project Sponsor do not contemplate nor intend to establish a separate legal or administrative entity under the terms of this Agreement.

Section 6. TERMS.

1) **Project Scope –** construction of a new pedestrian bridge over sr-92 at Center Street, Lehi.

2) **Procurement** - The Project Sponsor will designate a qualified project engineer from its staff or hire a project engineer from the Project Sponsors consultant pool or the prequalified UDOT pool, who will be responsible for project delivery. The Project Sponsor shall follow Utah State Code Section 63G-6a-101 or its own procurement/purchasing policy. Different project engineers can be designated or hired for different phases of the project.

3) **Project Development** - The Project Sponsor and the designated project engineer, will design, acquire the necessary rights-of-way (ROW), bid out, and manage the construction of the Approved Project.

   a) **Design Standard -** The design and construction of the Approved Project will meet or exceed Lehi City standards.

   b) **Environmental Work -** The Project Sponsor will acquire the appropriate clearances and permits through the design process. The Project Sponsor can follow their own adopted environmental process, or follow the Recommended Environmental Guidance / Mountainland & Utah County Programmed Projects document (including designating with the Program Manager the type of environmental work to be completed), or any other stricter environmental process under local or federal law. The Project Sponsor must follow any National Environmental Policy Act (NEPA) requirements required (Endangered Species Act, Clean Water Act, etc.), and any other local or government agency requirements for the Approved Project.

   c) **Design Work -** The Project Sponsor will involve the Program Manager at the following design milestones:

      (1) Selection of Design Engineering Firm;

      (2) Kickoff Meeting;

(3) 30% Scope and Schedule Review;

(4) 60% On Site Plan Review; and

(5) 90% Plans, Specifications and Estimate.

d) **Final Design Approval** - Once project design is completed, the Project Sponsor will review the final design with the Program Manager. The construction phase will not proceed unless both parties agree that the project is ready.

e) **ROW Acquisition** - The Project Sponsor will be responsible to acquire all necessary ROW adhering to state and local laws. The Project Sponsor can follow their own adopted ROW acquisition process or follow the Recommended Right of Way Acquisition Guidance / Mountainland & Utah County Programmed Projects guidance document, or as required by Utah law.

f) **Construction Advertising** - To advertise construction, the Project Sponsor shall follow Utah State Code Section 63G-6a-101 or its own procurement/purchasing policy. All construction bids will include a 10% construction contingency. The Project Sponsor will provide a copy of the advertisement and the notice of award to the Program Manager.

4) **Project Signage/Contact Info -** It is recommended that the Project Sponsor install signage informing the public of the following:
   a) Project name.
   b) Project description.
   c) Start and completion dates (general).
   d) Contact name, phone number, website address, email.
   e) Use the sentence "This project funded with Mountainland Transportation Funding".
   f) List project sponsors and their logos (Project Sponsor, Mountainland, Utah County, Utah Department of Transportation).
   g) Generally, one sign at each access point to the project shall be installed.
   h) Signs should be at least 4' x 6', or large enough for passing motorists to read.
   i) Signs should be installed prior to construction and stay in place through construction.

5) **Construction Process -** The Project Sponsor will manage the construction process. The Project Sponsor will notify the Program Manager of any changes that affect the scope of the project or costs that exceed the construction contingency.

6) **Project Completion** - Program Manager staff will be notified and allowed to attend the final inspection of the completed project.

7) **Project Hold** - The Program Manager has the authority to place a project on hold at any time during the project development process or withhold reimbursement of invoices during the construction process if the Program Manager deems that the Approved Project is not within the Approved Project scope or budget. The Program Manager shall notify the Project Sponsor of the hold in writing and will work with the Project Sponsor to rectify the issues promptly. If the Project Sponsor and Program Manager cannot bring the Approved Project back into scope or if additional funding is needed above what the Program Manager or the Project Sponsor can provide, the issues will be brought to the Mountainland TAC committee and MPO Board for their review, recommendations, resolutions, and approvals.

8) **Total Project Cost** - Both the Program Manager and Project Sponsor acknowledge that the Approved Project has been authorized by the Mountainland MPO Board (and the Utah County Commission if county funds are used) to be funded at an amount not to exceed $4,466,598.00 (Total Project Cost) for the direct costs of the Approved Project.

   a) **Matching Funds -** The Project Sponsor is required to pay a match or portion of the Total Project Cost. This amount is 6.77% of the Total Project Cost. The use of Project Sponsor equipment and/or Project Sponsor employee time for the project shall not be reimbursable, but can be claimed by the Project Sponsor as a soft match toward the required 6.77% matching funds required from the Project Sponsor. The Project Sponsor is required to pay the difference between the required match and the value of the soft match, if any.

   b) **Multi-Year Funding** - Some projects require funding across multiple fiscal years. Reimbursement for Approved Project activities can only be made up to the available amount identified in a single fiscal year. Any balance from a prior year where available funds have not been expended for the Approved Project are then advanced to the next fiscal year and are added to the funds available that fiscal year. Fiscal year for County Transportation Sales Tax Funds starts on January 1st. The Approved Project has $2,467,420.00 in 2028 and $1,696,790 in 2029. UNDER NO CIRCUMSTANCES SHALL PROGRAM MANAGER BE OBLIGATED TO PAY ANY INVOICE OR REIMBURSE ANY COST PRIOR TO THE YEAR IN WHICH FUNDING HAS BEEN ALLOCATED.

   c) **Funding Availability** - County Transportation Sales Tax funds are generally available

each January and are generated by sale tax revenue, which can fluctuate with the economy. MAG will not reimburse expenses on an Approved Project unless funding is made available by UDOT and Utah County. This could require the Approved Project to be placed on hold by the Program Manager or that the Project Sponsor advance their own funds toward the Approved Project with reimbursement to be made by the Program Manager upon receipt of available funding from UDOT and/or Utah County.

d) **Reimbursement -** The Project Sponsor, if desiring reimbursement for the direct costs of the Approved Project, will provide the Program Manager with one monthly itemized invoice detailing actual costs for the ROW acquisition, design, utility relocation, construction, or other approved elements of the project. Appropriate backup materials shall also be supplied by the Project Sponsor to the Program Manager without requiring separate inquiry. The Program Manager agrees to reimburse the Project Sponsor within thirty (30) days of receiving acceptable itemized invoices establishing the validity of the direct costs of the Approved Project or within thirty (30) days after the start of the fiscal year in which funds are available, whichever is later. The maximum amount of reimbursement from the Program Manager to the Project Sponsor for any fiscal year shall be the available funds actually appropriated or received by the Program Manager for such fiscal year. The maximum amount of reimbursement from the Program Manager to the Project Sponsor for the entire cost of the Approved Project shall not exceed $4,164,209.00 (Total Project Cost less Matching Funds). Any costs which exceed $4,164,209.00 shall be the sole responsibility of the Project Sponsor. The Program Manager will review and approve monthly, beginning in 2028, each itemized invoice and will reimburse the total invoice amount less the required matching funds.

e) **Cost Overruns -** The Program Manager maintains a contingency account for cost overruns. The Project Sponsor may request additional funds above the approved Total Project Cost with supporting documentation demonstrating the need for additional funds. The Program Manager may approve up to 10% of the Total Project Cost up to a maximum of $500,000. The MPO Board can approve higher amounts (Utah County Commission must also approve if county funds are used). The addition of these contingency funds would require a modification to this Agreement. If no additional funds are awarded or the Approved Project still requires additional funds, the Project Sponsor will be responsible to fund the overrun.

f) **Surplus Funds -** Any surplus funds remaining after the completion of the Approved Project will be returned to the Utah County fund balance to be reallocated to other projects selected through the MPO project selection process. Note that Mountainland and Utah

County selects and funds projects, not project sponsors. Surplus funds cannot be moved to a new project not already approved though the MPO project selection process. Any surplus funds paid by the Project Sponsor shall be returned to the Project Sponsor.

9) **Liability, Ownership and Maintenance of Approved Project** - The Project sponsor bears all liability through all stages of project development and construction. The Project Sponsor shall own and be responsible for maintenance, repair and replacement of the completed project.

10) **Inspection of Approved Project** - The Program Manager and its designees, upon reasonable notice, reserve the right to enter upon the Approved Project to inspect the same to verify compliance with this Agreement.

11) **Other Expenses -** Except as otherwise expressly stated herein, all expenses not identified as a part of the Approved Project or executed prior to the Agreement shall be the sole responsibility of the Project Sponsor.

12) **No Third-Party Rights** - The obligations of the parties set forth in this Agreement shall not create any rights in or obligations to any persons or parties other than to the Project Sponsor and Program Manager. This Agreement is not intended to nor shall it be construed to benefit any third party.

13) **Recitals -** The Recitals portion of this Agreement constitutes a part of this Agreement.

Section 7. FILING OF INTERLOCAL COOPERATION AGREEMENT.

Executed copies of this Agreement shall be placed on file with the official keeper of records of the Program Manager and the Project Sponsor and shall remain on file for public inspection during the term of this Agreement.

Section 8. AMENDMENTS.

1) **Amending this Agreement** - This Agreement may not be amended, changed, modified or altered except by an instrument in writing which shall be: (a) approved by Resolution of the governing body of each of the parties, (b) executed by a duly authorized official of each of the

parties, and (c) filed in the official records of each party.

Section 9. EXTRA WORK

Extra work shall be undertaken only when previously authorized in writing by the Program Manager and is defined as additional work which is neither shown nor defined in this Agreement. Extra work includes additional improvements adjacent to the Approved Project or in other locations that the Project Sponsor desires to complete as a package of projects. Extra work can be for utility projects, facilities that tie into the Approved Project, project betterments, or other work desired by the Project Sponsor. No costs incurred by extra work can be billed to the Approved Project. Any invoices submitted by the Project Sponsor shall clearly detail costs incurred by the Approved Project and list separately costs incurred by the extra work. This agreement shall be referenced in agreements for extra work as an Exhibit.

Section 10. SEVERABILITY.

If any term or provision of this Agreement or the application thereof shall to any extent be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to circumstances other than those with respect to which it is invalid or unenforceable, shall not be affected thereby, and shall be enforced to the extent permitted by law. To the extent permitted by applicable law, the parties hereby waive any provision of law, which would render any of the terms of this Agreement unenforceable.

Section 11. GOVERNING LAW.

All questions with respect to the construction of this Agreement, and the rights and liability of the parties hereto, shall be governed by the laws of the State of Utah.

Section 12. INDEMNIFICATION.

The Project Sponsor shall indemnify and hold the Program Manager harmless from any and all claims of liability for any injury or damage to any person or property whatsoever occurring in, on or about the Approved Project or any part thereof. The Project Sponsor shall further indemnify and hold the Program Manager harmless from and against any and all claims arising

from any breach or default in the performance of any obligation on the Project Sponsor's part to be performed under the terms of this Agreement, or arising from any act or negligence of the Project Sponsor, or any of the Project Sponsor's agents, employees, contractors, subcontractors, or invitees and from and against all costs, reasonable attorney's fees, expenses and liabilities incurred in the defense of any such claim or any action or proceeding brought thereon. Both the Project Sponsor and Program Manager agree that the terms of this Agreement are subject to, and not a waiver of, the protections, immunities and liability limits of the Governmental Immunity Act, U.C.A. 63G-1-101, et. seq. The Project Sponsor's obligations under this provision shall survive the expiration or other termination of this Agreement.

Section 13. ENTIRE AGREEMENT

This Agreement shall constitute the entire agreement between the parties and any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding upon either party except to the extent incorporated in this Agreement.

IN WITNESS WHEREOF, the parties have signed and executed this Agreement, after resolutions duly and lawfully passed, on the dates listed below:

UTAH COUNTY

Authorized and passed on this ___ day of November 2026,

BOARD OF COUNTY COMMISSIONERS,
UTAH COUNTY, UTAH

_____
SKYLER BELTRAN, Chair

ATTEST:
AARON R. DAVIDSON
Utah County Clerk

By: _____
Deputy

APPROVED AS TO FORM AND LEGALITY:
JEFFREY S. GRAY
Utah County Attorney

By: _____
Deputy County Attorney

LEHI CITY

Authorized and passed on this ___ day of November 2026,

LEHI CITY
UTAH COUNTY, UTAH

_____
Paul Binns, Mayor

ATTEST:

_____
City Recorder

REVIEWED AS TO FORM AND
COMPATIBILITY WITH APPLICABLE
LAW:

By: _____
Ryan Wood, City Attorney

Agenda Item No: 5.1

City Council Agenda Item Report

Meeting Date: November 10, 2026
Submitted By: Teisha WIlson
Submitting Department:
Item Type: Resolution
Agenda Section: Regular Agenda

Subject:
Consolidated Fee Schedule Amendment for Steinway Piano Fees
a. Public Hearing
b. Consideration of Resolution #2026-69 approving an Amendment to the Consolidate Fee Schedule for fees related to piano rentals, recitals, and maintenance.

Summary:

Attachments:

Res_2026-69.docx

2027 Proposed Piano Rental Fees.pdf

LEHI CITY

RESOLUTION NO. 2026-69

A RESOLUTION AMENDING THE LEHI CITY CONSOLIDATED FEE SCHEDULE FOR FEES RELATED TO THE USE OF THE STEINWAY PIANO.

WHEREAS, Ordinances enacted by the Lehi City Council provide for the establishment and revision of the City Fee Schedule by Resolution; and

WHEREAS, it is necessary, from time to time, to update said fee schedule; and

THEREFORE, BE IT RESOLVED by the City Council of Lehi City that the following rates be hereby adopted and implemented as outlined in Exhibit A.

Approved and Adopted by the City Council of Lehi City this 10th day of November, 2026

_____
Paul Binns, Mayor

Attest:

_____
Teisha Wilson, City Recorder

LEHI CITY FY 2027 FEE SCHEDULE

FEE INFORMATION	APPROVED FY 2025	APPROVED FY 2026	PROPOSED FY 2027
COMMUNITY ROOMS			
Civic Center Piano Rental			
Rent Piano in Civic Center Hall - per hour (non-working hours only)	-	-	**$25**
Community Room Recital Day - per hour (preassigned day)	-	-	**$35**
Community Room Recital Day - per hour (all other days)	-	-	**$50**

Agenda Item No: 5.2

City Council Agenda Item Report

Meeting Date: November 10, 2026
Submitted By: Teisha WIlson
Submitting Department:
Item Type: Ordinance
Agenda Section: Regular Agenda

Subject:
Consideration of Ordinance #51-2026, Amending Lehi Municipal Code Title 10 Chapter 2, removing the requirement for automatic sprinkler system installation throughout the Dry Creek Corridor.

Summary:

Attachments:

Ord 51-2026.docx

ORDINANCE NO. 51-2026

AN ORDINANCE AMENDING LEHI CITY CODE TITLE 10 CHAPTER 2 (Codes Adopted)

WHEREAS, the City desires to update provisions of the Lehi City Code specifically Title 10 Chapter 2 (Codes Adopted); and,

WHEREAS, the City has identified that the International Code Council has updated certain codes that the City has adopted; and,

WHEREAS,, updated International Codes helps ensure Fire and building Safety within the City; and,

WHEREAS, on November 10th, 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, the City desires to update its Fire and Building Code ; and,

WHEREAS, after considering the facts and comments presented to the City Council, the Council finds: (i) Title 10 Chapter 2 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:

A. Title 10 Chapter 2 (Codes Adopted) of the Lehi City Code is hereby amended.

PART II:

A. If a provision of this Ordinance 51 -2026 conflicts with a provision of a previously adopted ordinance concerning the same title, chapter, and/or section number amended herein, the provision in this Ordinance shall prevail.

B. This ordinance and its various section, clauses and paragraphs are hereby

declared to be severable. If any part, sentence, clause or phrase is adjudged to be unconstitutional or invalid, the remainder shall not be affected thereby.

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

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

Approved and Adopted by the City Council of Lehi City this 10th day of November 2026.

ATTEST

_____ _____

Paul Binns, Mayor Teisha Wilson, City Recorder

10-2-1: CODES ADOPTED:

A. Building Code: The 2018 International Building Code, including Appendices E and J, but excluding all other appendices, which is promulgated by the International Code Council, is approved and adopted as the Building Code of the City.

B. Residential Code: The 2015 International Residential Code, including Appendices E and J, which is promulgated by the International Code Council, is approved and adopted as the Residential Code of the City.

C. Property Maintenance Code: The 2018 International Property Maintenance Code, which is promulgated by the International Code Council, is approved and adopted as the code for property maintenance of the City.

D. Fire Code: The 2024 International Fire Code, including Appendices C,D,E,H, and I, which is promulgated by the international Code Council, and all Utah State Amendments to the 2024 International Fire Code is approved and adopted as the Fire Code of the City.

E. Wildland-Urban Interface Code: The 2024 International Wildland-Urban Interface Code, as published by the International Code Council, together with Appendices A through H thereof, is hereby approved and adopted as the Wildland-Urban Interface Code of Lehi City, subject to the following amendments thereto:

Section 101.1. Insert: Lehi City;

Section 109.4.7. Insert: class B misdemeanor;

Section 114.4. Insert: not less than $100.00 and not more than $1000.00; and

(Ord. 11-2017, 3-24-2017)

F. Plumbing Code: The 2018 International Plumbing Code, which is promulgated by the International Code Council, is approved and adopted as the code for the purpose of prescribing regulations governing plumbing in the City.

G. Mechanical Code: The 2018 International Mechanical Code, which is promulgated by the International Code Council, is approved and adopted as the Mechanical Code for the City.

H. National Electrical Code: The 2017 National Electrical Code, which is promulgated by the National Fire Protection Association, is approved and adopted as the Electrical Code for the City.

I. National Electric Safety Code: The 2017 National Electric Safety Code, which is promulgated by the Institute of Electrical and Electronics Engineers, is approved and adopted as the Electrical Safety Code for the City.

J. Fuel Gas Code: The 2018 International Fuel Gas Code, which is promulgated by the International Code Council, is approved and adopted as the Fuel Gas Code of the City.

K. Energy Conservation Code: The International Energy Conservation Code, 2018 edition, which is promulgated by the International Code Council, is approved and adopted as the Energy Conservation Code of the City. (Ord. 42-2014, 12-8-2014; Ord. 63-2019, 9-10-2019)

Agenda Item No: 5.3

City Council Agenda Item Report

Meeting Date: November 10, 2026
Submitted By: Teisha WIlson
Submitting Department: Planning Division
Item Type: Ordinance
Agenda Section: Regular Agenda

Subject:

Consideration of the Logan Annexation on 2.68 acres located at approximately 1300 S 1700 W, with R-1-22 and TH-5 zoning. (Tabled from the October 27, 2026 Meeting)

1. Public Hearing
2. Consideration of Resolution #2026-64 approving the Annexation agreement with the owners of the property.
3. Consideration of Ordinance #50-2026 approving the Logan Annexation with R-1-22 and TH-5 zoning.

Summary:

Attachments:

Logan Annexation 1.pdf

Res 2026-64.docx

Logan AnnexAgreement 10.27.26.docx

Ord 50-2026.docx

LOGAN ANNEXATION
CITY COUNCIL REPORT

Applicant	Danny Logan		
Meeting Date	October 27, 2026		
Requested Action/Purpose	Approval of a proposed annexation		
Location	Approximately 1300 S 1700 W		
Requested Zoning	R-1-22 & TH-5		
General Plan Land Use Designation	VLDRA		
Acreage	0.5 & 2.18 respectively Total: 2.68 acres		
Existing Land Use	Existing residence/ undeveloped		
Adjacent Zoning and Land Use	*North*	R-1-22	Church
	South	N/A	Single family home
	East	PF	Park
	West	R-1-22	Single family home
Date of DRC Review	September 2, 2026		
Date of City Council Acceptance	September 22, 2026		
Date of Planning Commission Review	October 8, 2026		
Assigned Planner	Jacob Curtis		

REQUIRED ACTION

City Council	Acceptance of annexation
Planning Commission	Review and recommendation on proposed zoning
City Council	Final approval

REPORT ANALYSIS

The applicant requests to annex their property at approximately 1300 S 1700 W. The General Plan designates this property as Very Low-Density Residential Agriculture (VLDRA). The applicant requests approval of their proposal to annex 2.68 acres of property located at approximately 1300 S 1700 W with R-1-22 on 0.5 acres and TH-5 on the remaining 2.18 acres.

This annexation is being done by resolution because the property is part of an existing county island. The DRC had informational comments for the applicant.

POSSIBLE MOTIONS AND FINDINGS

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

1. The proposed application does/does not conform to the goals and policies of the General Plan.
2. Other findings as determined at the public hearing.

PLANNING COMMISSION RECOMMENDATION

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

Logan Annexation
DRC Redline Comments

Danny Logan- requests review of the Logan Annexation located at approximately 1300 S 1700 W with R-1-22 zoning on 0.5 acres and TH-5 on the remaining 2.18 acres.

DRC Members Present: Glade Kirkham, Garion Rowett, Ryan Allred, Shelbey Brewer, Kim Struthers, Gary Smith, Gary Ellis, James Farnsworth, Matt Seal
Representatives of the Applicant Present: Tony Trane
Assigned Planner: Jacob Curtis
Date of Plans Reviewed: 8/25/26
Time Start: 1:14 pm
Time End: 1:25 pm

DRC REPORT:

1. **Critical Issues: None**

2. **Location of existing and proposed City facilities- utilities are in 1700 W**

3. **Zoning required or recommended- R-1-22 and TH-5**

4. **Distances to schools/parks/shopping- Mellor-Rhodes park across the street**
   Dry Creek Elementary- 0.4 miles
   Willowcreek Junior High- 1.65 miles
   Lehi High School- 3 miles

5. **Transportation- 1700 W is a minor collector with protected bike lanes. Dry Creek trail on the south end of the property. Future trail would have 20' ROW.**

DRC GENERAL COMMENTS:

1. Power- There will need to be an RMP ATA for this. The north lot is on RMP
2. Water dedication has already been provided for the 0.5-acre portion zoned R-1-22. Additional water dedication will be required at the time the TH-5-zoned area is rezoned.
3. A Mylar copy of the annexation plat is required prior to scheduling the annexation for final City Council approval.
4. An annexation agreement will be required as part of the annexation process. The applicant is responsible to request a copy of the draft agreement prior to the final City Council meeting.
5. Dry Creek will need to be dedicated to the City at the time of development.

THIS ITEM IS SCHEDULED FOR CITY COUNCIL ON SEPTEMBER 22, 2026. PLANNING COMMISSION ON OCTOBER 8TH.

NEED ENVELOPES

(PLANNING STAFF - REMEMBER TO SEND AN ELECTRONIC COPY OF THE ANNEXATION PLAT TO THE COUNTY SURVEYOR'S OFFICE FOR THEIR "PRE CHECK" AND REMEMBER TO CHECK NAME ON ANNEXATION PLAT THAT IT STAYS THE SAME THROUGHOUT THE PROCESS AND ON ALL LEGAL DOCUMENTS)

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.

Logan Annexation

Aerial

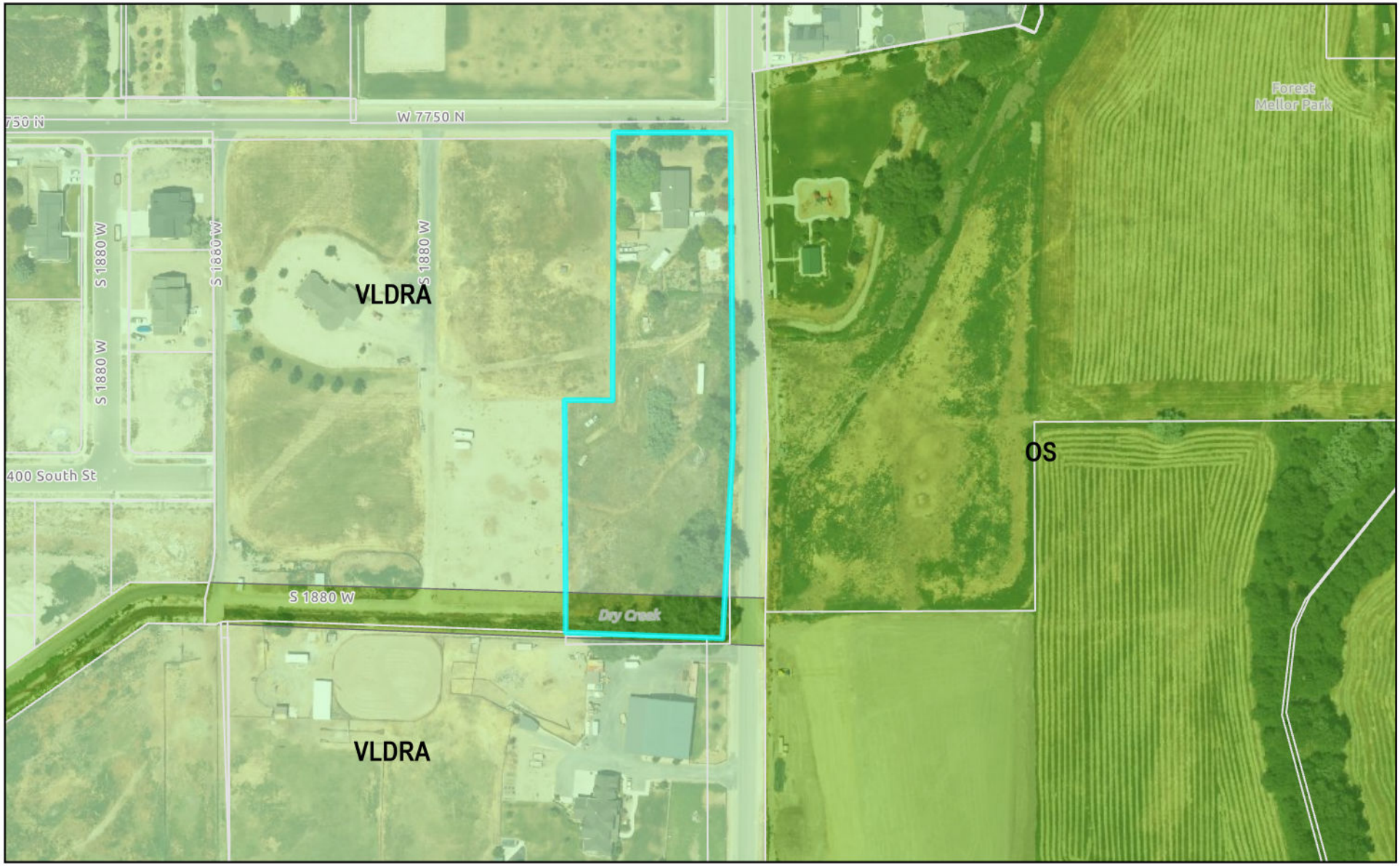


0 290 580 1,160 Feet

LEHI CITY

Logan Annexation

General Plan

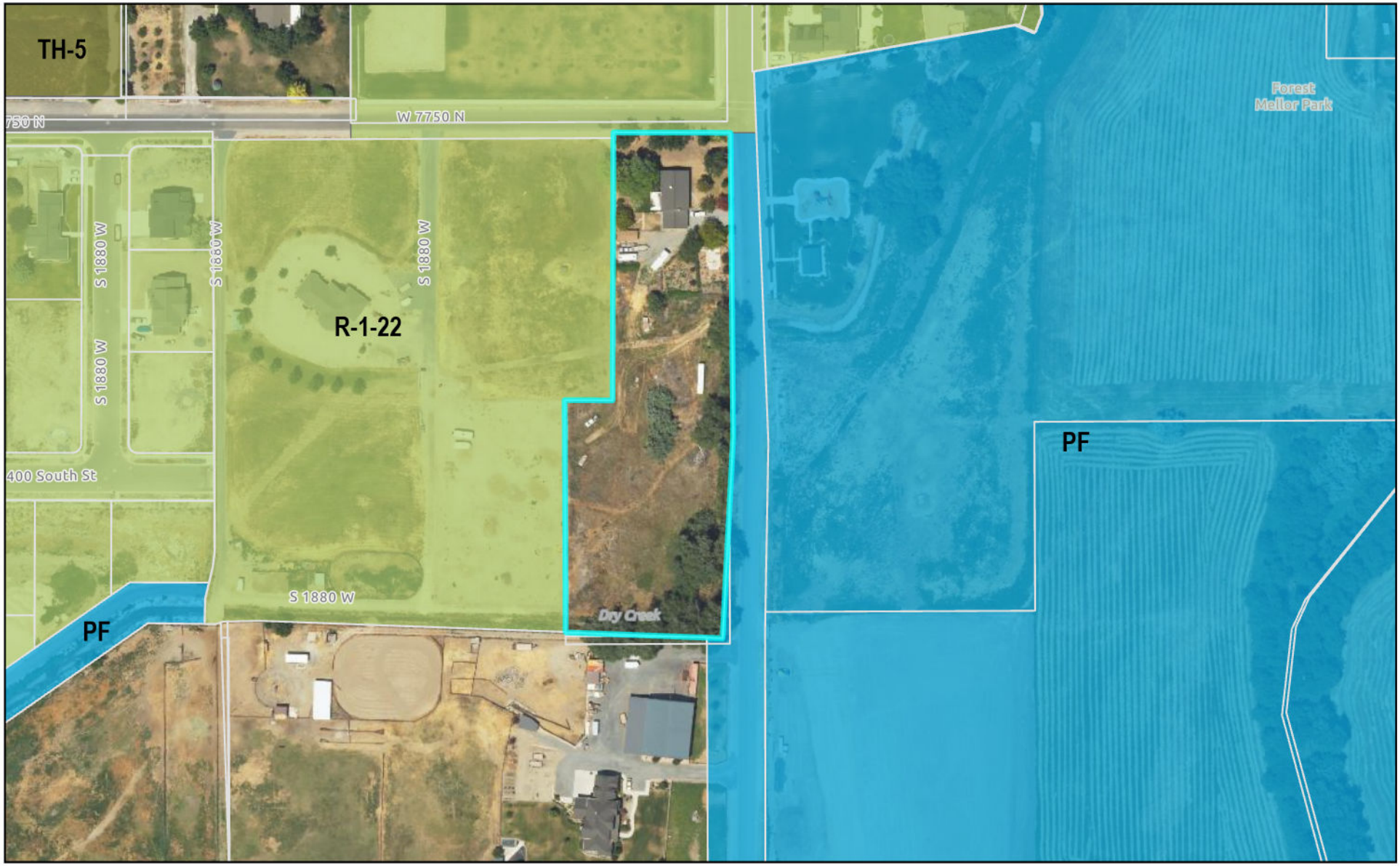


0 290 580 1,160 Feet

LEHI CITY

Logan Annexation

Zoning

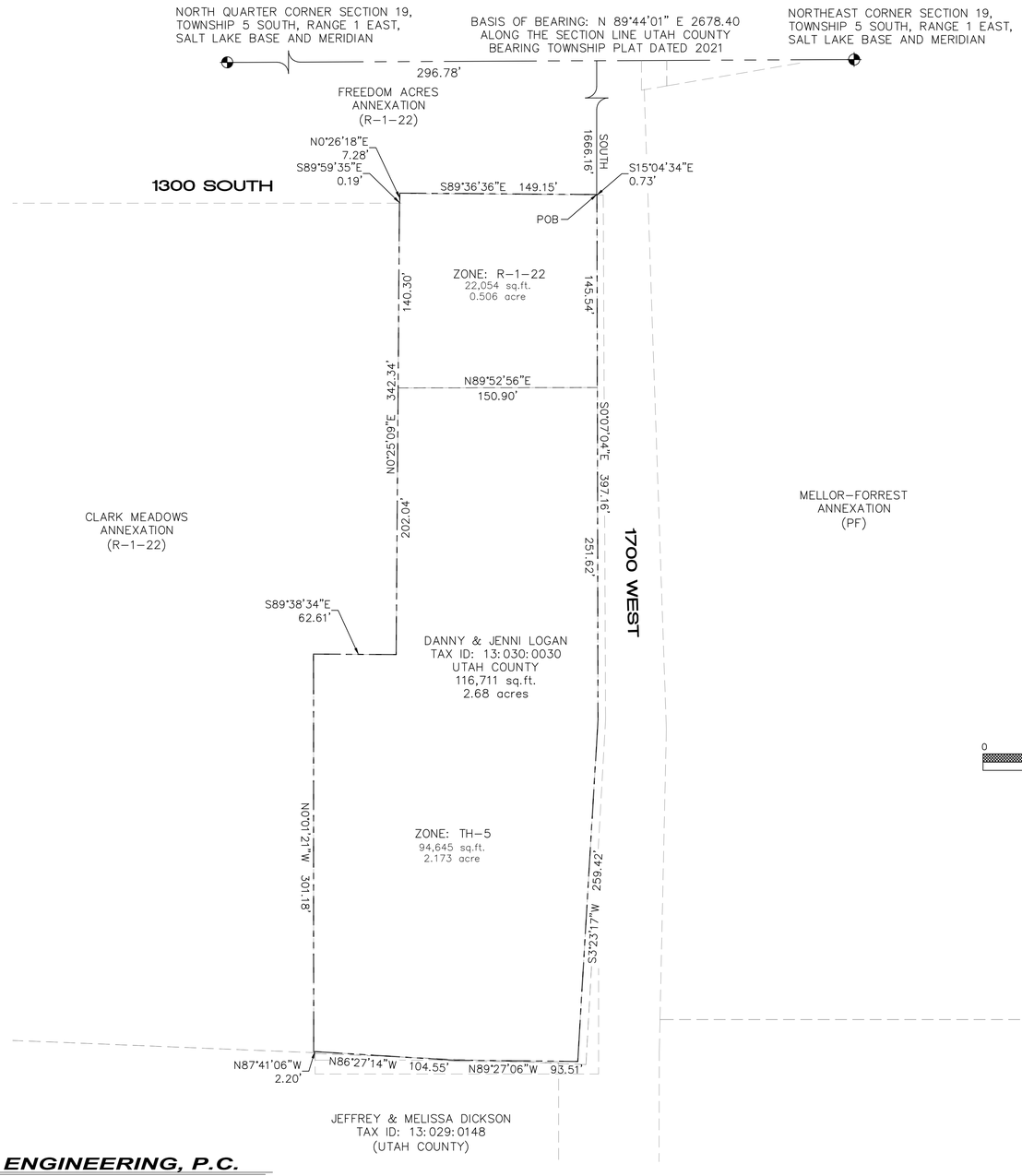


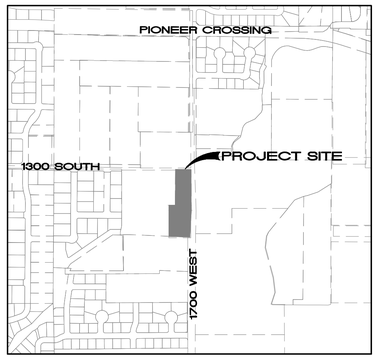
0 290 580 1,160 Feet

LEHI CITY

LOGAN ANNEXATION

LOCATED IN THE NORTHEAST QUARTER OF SECTION 19, TOWNSHIP 5 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN





VICINITY MAP

LEGEND

- SECTION CORNER
- SECTION LINE
- ANNEXATION BOUNDARY
- EXISTING PARCELS

TRANE ENGINEERING, P.C.

CONSULTING ENGINEERS AND LAND SURVEYORS

27 EAST MAIN STREET, LEHI, UTAH 84043 (801) 768-4544

SURVEYOR'S CERTIFICATE

I, Travis Trane, do hereby certify that I am a Professional Land Surveyor and that I hold licence No. 5152741 in accordance with title 58, chapter 22 of the Professional Engineers and Land Surveyors licensing act, Utah code annotated, 1953 amended, I further certify that this is a true and accurate map of the tract of land to be annexed to Lehi City, Utah County, Utah.

ANNEXATION DESCRIPTION

Beginning at a point on West line of MELLOR-FORREST ANNEXATION which is North 89°44'01" East 296.78 feet along the section line and South 1666.16 feet from North Quarter Corner of Section 19, Township 5 South, Range 1 East, Salt Lake Base and Meridian: thence along MELLOR-FORREST ANNEXATION the following three courses 1) South 15°04'34" East 0.73 feet; 2) South 00°07'04" East 397.16 feet; 3) South 03°23'17" West 259.42 feet; thence along Boundary Line Agreement Entry 108382015 the following three courses 1) North 89°27'06" West 93.51 feet; 2) North 86°27'14" West 104.55 feet; 3) North 87°41'06" West 2.20 feet; thence along CLARK MEADOWS ANNEXATION the following three courses 1) North 00°01'21" West 301.18 feet; 2) South 89°38'34" East 62.61 feet; 3) North 00°25'09" East 342.34 feet; thence along FREEDOM ACRES ANNEXATION the following three courses 1) South 89°59'35" East 0.19 feet; 2) North 00°26'18" East 7.28 feet; 3) South 89°36'36" East 149.15 feet to the point of beginning.

SURVEYOR

DATE

SURVEYOR'S SEAL

This plat has been reviewed by the County Surveyor and is hereby certified as a final local entity plat, pursuant to Utah Code Ann. 17-23-20 as amended

COUNTY SURVEYOR

DATE

COUNTY SURVEYOR'S SEAL

ACCEPTANCE BY LEGISLATIVE BODY

We, the duly elected Council of LEHI City, Utah, have received a request to initiate procedures for the annexation of the tract of land shown heron, which tract constitutes a portion of an existing island or peninsula within or contiguous to the City, an do hereby certify: (1) the Council has adopted a resolution setting forth its intent to annex the tract, provided notice and conducted hearings on the matter, and adopted an ordinance providing for the annexation of the tract to the City: all in accordance with the provisions of Section 10-2-418 Utah Code Annotated, as amended, and (2) that the Council does hereby approve and accept the annexation of the tract of land shown hereon as a part of Lehi City, to be Known here after as the Annexation.

DATED THIS _____ DAY OF _____, 2021.

Mayor

Council Member

Council Member

Council Member

Council Member

Council Member

Council Member

City Recorder

RECORDER'S SEAL

FINAL LOCAL ENTITY PLAT

LOGAN ANNEXATION

LEHI CITY, UTAH COUNTY, UTAH

SCALE 1" = 40 FEET

RECORDING INFORMATION

RESOLUTION NO: 2026-64

A RESOLUTION OF THE LEHI CITY COUNCIL APPROVING AN ANNEXATION AGREEMENT WITH THE OWNERS OF THE PROPERTY THAT IS THE SUBJECT OF THE LOGAN ANNEXATION

WHEREAS, the owners desire to annex certain property located at approximately 1300 South 1700 West to the City of Lehi which property is further described in Exhibit "A" of the Annexation Agreement and incorporated by reference herein; and

WHEREAS, owners have specifically requested that said property be annexed to the City, and the City Council having considered the matter is willing to annex the said property only upon certain conditions to be met and fulfilled by the owners, their heirs, executors, assigns and successors in interest; and

WHEREAS, it is expressly agreed and understood by and between the parties that but for the said performance by the owners, the City of Lehi would not, under any circumstance, annex the said property within its corporate boundaries; and

WHEREAS, the conditions, performances and obligations of the owners set forth herein are expressly understood to be independent and in addition to compliance with all of the laws, ordinances, requirements and regulations of the city of Lehi; and

WHEREAS, it is further agreed that this Agreement in no way and under no circumstances infers sketch plan, preliminary plan or final plan approval of any subdivision or development, nor does it assure or represent that the owners and/or developers have complies with all of the requirements set forth by ordinance and statute as pertains to the proposed improvement of development; and

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

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

1. The Logan Annexation Agreement attached hereto as Exhibit "A" is herby approved and the Mayor is authorized to execute the Agreement and take all other such actions as is necessary to make it effective.

2. This resolution shall take effect immediately.

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

LEHI CITY	ATTEST
_____	_____
PAUL BINNS, Mayor	TEISHA WILSON, City Recorder

PASTURE WALK ANNEXATION
ANNEXATION AGREEMENT

THIS AGREEMENT made and entered into this____ day of_____, 20___, by and between **LEHI CITY CORPORATION,** a municipal corporation of the State of Utah and **THE UNDERSIGNED PROPERTY OWNERS,** hereinafter referred to as Owners.

WHEREAS, the Owners desire to annex certain property to the City of Lehi which property is described on Attachment A and incorporated by reference herein; and

WHEREAS, Owners have specifically requested that said property be annexed to the City, and the City Council having considered the matter is willing to annex the said property only upon certain conditions to be met and fulfilled by the Owners, their heirs, executors, assigns and successors in interest.

WHEREAS, it is expressly agreed and understood by and between the parties that but for the said performance by the Owners, the City of Lehi would not, under any circumstance, annex the said property within its corporate boundaries.

WHEREAS, the conditions, performances and obligations of the Owners set forth herein are expressly understood to be independent and in addition to compliance with all of the laws, ordinances, requirements and regulations of the city of Lehi; and

WHEREAS, it is further agreed that this Agreement in no way and under no circumstances infers sketch plan, preliminary plan or final plan approval of any subdivision or development, nor does it assure or represent that the Owners and/or developers have complied with all of the requirements set forth by ordinance and statute as pertains to the proposed improvement of development;

NOW THEREFORE, for and in consideration of the City of Lehi's Agreement to annex said property into the corporate limits of the City of Lehi, the Owners agree to the following:

1. This agreement shall be and is hereby expressly made binding upon all of the heirs, executors, assigns and any and all other successors in interest of the parties hereto.
2. Any improvements stated herein as required to be performed by the Owners prior to annexation shall be and are expressly understood and set forth herein as conditions precedent to annexation; and any requirement which is to be performed after annexation shall be subject to specific performance by the Owner and/or developer, and shall be considered to be a condition subsequent to the annexation and is a requirement to the continued status of the property as having a right to the services, governmental and utility of the City of Lehi.
3. It is agreed that the Owners and/or developers shall pay unto the City of Lehi at such times and places as

required by the ordinance, rules and regulations existing at the time of this Agreement, or as subsequently changed by ordinance, rules of regulations, such sums as are required by the said ordinances, rules and regulations pertaining to development of subdivisions, connections fees, impact fees, and any and all other such fees as are so made and provided.

4. The property will be zoned **R-1-22 and TH-5** as shown on the annexation plat map**.**

5. There will be a water right dedication required as a condition of recording the annexation plat because of the R-1-22 zoning designation. The amount of water to be dedicated has been calculated according to Section 27.070 of the Lehi City Development Code, and determined to be .79 acre feet per acre of culinary water and 2.90 acre feet per acre of irrigation water. The annexation plat shall be recorded prior to any application for development being considered other than a concept plan application. When water transfers do occur, they must comply with Exhibit B (attached).

6. As per Utah State Code requirements, Owners agree to work with Lehi City Power to purchase and remove any existing Rocky Mountain Power services to individual customers within the annexation area and connect them to Lehi City Power as a condition of recording the annexation plat and prior to any application for development being considered. This will be at the Owner's expense, and they are required to work with the Lehi City Power Department to provide Lehi City power to the existing customers. If purchase is needed, Lehi City Power will send a request for facility transfer to Rocky Mountain Power, and all costs for the transfer will be passed on to the owner/developer.

7. At the time of development of the property, the Owners and/or Developer will be responsible to purchase, move or remove any existing Rocky Mountain Power main lines and/or facilities affected by the development.

8. As property is developed, roadway dedication may be required to accommodate local roads as identified on the Lehi City Master Transportation Plan.

9. As the property in the annexation is sold or developed, Owners agree to provide notification to all purchasers of the provisions of the Right to Farm chapter of the Lehi City Development Code as it relates to agricultural uses in the area such that all subsequent property owners will be aware of the nature of the farming operations on surrounding properties and the intent to continue present agricultural operations. All individual buyers will be notified of the existing agricultural uses in the surrounding area with the following statements which will be included on the recorded subdivision plats:

> "This area is subject to the normal, everyday sounds, odors, sites, equipment, facilities and any other aspect associated with an agricultural lifestyle. Future residents should also recognize the risks inherent with livestock."

10. The extension of all city utility lines and services will be the responsibility of the Developer.

IN WITNESS WHEREOF, the said parties to this agreement have hereunto signed their names and day and year as written.

_____ _____
PAUL BINNS, Mayor Date

ATTEST:_____
TEISHA WILSON, City Recorder
Lehi City, Utah

_____ _____ _____ _____
Property Owner Date Property Owner Date

ACKNOWLEDGMENT

STATE OF UTAH
S.S.
COUNTY OF UTAH

ON THE _____DAY OF _____A.D. 20___ PERSONALLY APPEARED BEFORE ME

_____, THE SIGNERS OF THE FOREGOING DOCUMENT WHO DULY ACKNOWLEDGED TO ME THAT THEY DID EXECUTE THE SAME.

MY COMMISSION EXPIRES:_____ _____
NOTARY PUBLIC (SEE SEAL)

EXHIBIT "A"

ANNEXATION DESCRIPTION

Beginning at a point on West line of MELLOR–FORREST ANNEXATION which is North 89°44'01" East 296.78 feet along the section line and South 1666.16 feet from North Quarter Corner of Section 19, Township 5 South, Range 1 East, Salt Lake Base and Meridian: thence along MELLOR–FORREST ANNEXATION the following three courses 1) South 15°04'34" East 0.73 feet; 2) South 00°07'04" East 397.16 feet; 3) South 03°23'17" West 259.42 feet; thence along Boundary Line Agreement Entry 10838:2015 the following three courses 1) North 89°27'06" West 93.51 feet; 2) North 86°27'14" West 104.55 feet; 3) North 87°41'06" West 2.20 feet; thence along CLARK MEADOWS ANNEXATION the following three courses 1) North 00°01'21" West 301.18 feet; 2) South 89°38'34" East 62.61 feet; 3) North 00°25'09" East 342.34 feet; thence along FREEDOM ACRES ANNEXATION the following three courses 1) South 89°59'35" East 0.19 feet; 2) North 00°26'18" East 7.28 feet; 3) South 89°36'36" East 149.15 feet to the point of beginning.

EXHIBIT "B"

LEHI CITY
WATER RIGHT TRANSFER PROCEDURES

The procedures in this exhibit pertain to all transfers of water rights to Lehi City such as transfers related to annexations, zone changes, etc.

1. General Requirements. The water right dedication for an annexation is based on the zoning designation assigned at the time of annexation. Should the zone be changed subsequent to annexation, an adjustment will be made in order to conform to the water dedication schedule for the new zone. Acre-feet will be rounded up if the shares/water rights do not exactly match the required amount. Lehi Irrigation Company shares shall be used as the standard in determining the number of shares of water stock to be dedicated. Owner warrants good and marketable title to the Stock/Water Rights and warrants that Stock/Water Rights will be transferred free of all liens, encumbrances and security interests. Owner shall pay all debts, taxes, charges and assessments against said Stock/Water Rights existing as of the date that the Owner transfers Stock/Water Rights to Lehi City.

2. Irrigation Company Shares. If the irrigation shares can be used directly in the Lehi pressurized irrigation system, the shares shall be transferred into the name of Lehi City through the Irrigation company and the certificates delivered to Lehi City. If the irrigation company shares cannot be used directly in the Lehi pressurized irrigation system, the change application procedure in item #4 must be followed. When the change application is final, Owner must transfer the shares into the name of Lehi City through the Irrigation company and deliver the certificates to Lehi City.

3. Fee in Lieu of Future Assessments. Shares of stock in mutual irrigation companies are subject to payment of an annual fee to cover assessments levied by the irrigation company board of directors pursuant to Utah Code Annotated 16-4-4 et seq. If the city incurs pumping costs in order to use the irrigation water in the city system, then there shall be an additional assessment. In consideration for the City's additional obligation created herein for all future assessments levied by the irrigation company, Owner agrees to make a one-time payment to Lehi City equal to the most recent assessment levied against the shares being

transferred to the City multiplied by 15.

4. <u>Non-irrigation Company Shares.</u> The Owner must prepare, submit, pay appropriate fees and receive approval from State Engineer's Office for a Joint Change of Water for said water right to be used from an existing City source for municipal use as approved by the Lehi City Engineer. (This will allow quantification and verification of the right by the State Engineer's Office.) The decision on the change application shall be considered final when the time for filing a request for reconsideration with the Utah State Engineer's office (20 days after issuance of the Utah State Engineer's decision) and the time for filing a judicial review action in the district court (30 days after the later of the issuance of the Utah State Engineer's decision or a denial of a request for reconsideration) has run and no judicial review action has been filed. When the change application is final, Owner must:

a. Prepare warranty deed to transfer title to Lehi City

b. Record deed at the Utah County Recorder's Office

c. Transfer title to Lehi City at the State Engineer's Office

d. Deliver recorded deed to Lehi City

ORDINANCE NO: 50-2026

AN ORDINANCE APPROVING THE LOGAN ANNEXATION

WHEREAS, the Lehi City Council has adopted a resolution of intent to annex real property known as the Logan Annexation, located at approximately 1300 South 1700 West and further identified by Exhibit "A" pursuant to the provisions of Section 10-2-418 of the Utah Code: and

WHEREAS, the Lehi City Council conducted a public hearing on the 27th day of October 2026, after having published notice as also required by Section 10-2-418 of the Utah Code; and

WHEREAS, the Lehi City Council noted that there were no protests filed to defeat the annexation as required by Section 10-2-418 of the Utah Code.

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

Section 1. The Lehi City Council finds that the proposed Logan Annexation as more fully described on the transparent reproducible Annexation Plat and the attached Exhibit "A", in the judgment of Lehi City, meets the standards set forth in Section 10-2-418 of the Utah Code.

Section 2. The area as specifically described in the Annexation Plat is hereby annexed to Lehi City.

Section 3. Pursuant to Utah Code Ann. §10-9-406, the City Council hereby assigns the R-1-22 and TH-5 zoning designations to the territory depicted on the Annexation Plat which is being annexed to Lehi City by this ordinance, and further directs that the Official Zoning District Map of Lehi City be amended to show the area as part of Lehi City with the new zoning district designation.

Section 4. The Mayor is hereby authorized to sign this ordinance. Once all conditions precedent to the Annexation have been complied with, the City Recorder is directed to file the transparent reproducible Annexation Plat, together with a certified copy of this ordinance in the office of the Utah County Recorder

Section 5. This ordinance shall become effective on the date that it is filed in the office of the Utah County Recorder.

Approved and adopted by the Lehi City Council this 27th day of October 2026.

ATTEST

_____	_____
PAUL BINNS, Mayor	Teisha Wilson, City Recorder

EXHIBIT “A”

Logan Annexation Legal Description

ANNEXATION DESCRIPTION

Beginning at a point on West line of MELLOR–FORREST ANNEXATION which is North 89°44'01" East 296.78 feet along the section line and South 1666.16 feet from North Quarter Corner of Section 19, Township 5 South, Range 1 East, Salt Lake Base and Meridian: thence along MELLOR–FORREST ANNEXATION the following three courses 1) South 15°04'34" East 0.73 feet; 2) South 00°07'04" East 397.16 feet; 3) South 03°23'17" West 259.42 feet; thence along Boundary Line Agreement Entry 10838:2015 the following three courses 1) North 89°27'06" West 93.51 feet; 2) North 86°27'14" West 104.55 feet; 3) North 87°41'06" West 2.20 feet; thence along CLARK MEADOWS ANNEXATION the following three courses 1) North 00°01'21" West 301.18 feet; 2) South 89°38'34" East 62.61 feet; 3) North 00°25'09" East 342.34 feet; thence along FREEDOM ACRES ANNEXATION the following three courses 1) South 89°59'35" East 0.19 feet; 2) North 00°26'18" East 7.28 feet; 3) South 89°36'36" East 149.15 feet to the point of beginning.

Agenda Item No: 5.4

City Council Agenda Item Report

Meeting Date: November 10, 2026
Submitted By: Jacob Curtis
Submitting Department: Planning Division
Item Type: Ordinance
Agenda Section: Regular Agenda

Subject:
Consideration of Ordinance #52-2026, the Jarvis Zone Change, changing the zoning on 1.89 acres located at approximately 1840 N 2300 W from A-5 to R-1-8.

Summary:

Attachments:

Ord 52-2026.docx

Jarvis ZC 1.pdf

ORDINANCE NO: 52-2026

AN ORDINANCE APPROVING A ZONE DISTRICT DESIGNATION AMENDMENT AND ZONING DISTRICT MAP AMENDMENT LOCATED AT APPROXIMATELY 1840 N 2300 W

WHEREAS, JDJ Investments LLC, applicant for property located at approximately 1840 N 2300 W and further described by the legal description attached as Exhibit "A", has applied for an amendment to the Zone District and Zoning District Map; and

WHEREAS, the applicant seeks to have said parcel designated as R-1-8; and

WHEREAS, following a public hearing on October 22, 2026, the Lehi City Planning Commission reviewed the proposed Zoning District Designation and Zoning District Map amendment and forwarded it to the City Council to decide on the proposed amendment; and

WHEREAS, on November 10, 2026, the Lehi City Council held a duly noticed meeting to receive public comment and ascertain the facts regarding this matter, which facts and comments are found in the hearing record and which include the staff report, minutes from the Planning Commission meeting of October 22, 2026; and

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

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

PART I:

The Zone District Designation and the Zoning District Map of the property described on Exhibit "A" are hereby amended to R-1-8.

PART II:

A. If a provision of this Ordinance 52 -2026 conflicts with a provision of a previously adopted ordinance concerning the same title, chapter, and/or section number amended herein, the

provision in this Ordinance shall prevail.

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

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

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

Approved and Adopted by the City Council of Lehi City this 10th day of November 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”

JARVIS ZONE CHANGE

Legal Description

A parcel of land situated in the South Half of Section 17, Township 5 South, Range 1 East, Salt Lake Base and Meridian, located in Lehi City, Utah County, Utah, containing approximately 1.89 acres (82,328 sq. ft.), more or less, encompassing Utah County Tax ID / Parcel Nos. 12-07-0056 and 12-027-0075.

JARVIS ZONE CHANGE

CITY COUNCIL REPORT

Applicant	JDJ Investments LLC		
Meeting Date	November 10, 2026		
Requested Action/Purpose	Approval of a proposed zone change		
Location	Approximately 1840 N 2300 W		
Project Area	1.89 acres		
Existing Zoning	A-5 (Agricultural)		
Proposed Zoning	R-1-8		
Existing General Plan Land Use Designation	LDR (Low Density Residential)		
Adjacent Zoning and Land Use	*North*	R-1-Flex	Single-family homes
	South	R-1-12	Single-family homes
	East	R-1-Flex	Single-family homes
	West	PF	Elementary school
Date of DRC Review	October 7, 2026		
Date of Planning Commission Review	October 22, 2026		
Assigned Planner	Jacob Curtis		

REQUIRED ACTION

Planning Commission	Review and recommendation
City Council	Final approval

APPLICABLE GENERAL PLAN GOALS AND POLICIES

LOW DENSITY RESIDENTIAL (LDR) The Low Density Residential (LDR) classification provides for predominantly single-family residential areas and single-family dwelling units with an overall neighborhood density not to exceed 4 units per acre.

APPLICABLE DEVELOPMENT CODE REGULATIONS

Section 04.060 Criteria for Approval, of the Lehi City Development Code, the Planning Commission should consider the following factors, among others, when reviewing a zone amendment:

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

Section 05.010. Zoning by Districts. D. The Low Density Residential Districts (R-1 12, R-1-10, R-1-8, and R-1-Flex) provide for single family dwelling units on individual lots.

PROPERTY HISTORY

September 23, 1998 This property was part of the Alpine School District Annexation.

REPORT ANALYSIS

The applicant is seeking approval of a proposed zone change from A-5 to R-1-8 located at approximately 1840 North 2300 West. This zone change is to facilitate the construction of a future subdivision of single-family homes. The proposed zone change would restrict each lot size to a minimum of 8,000 square feet with a maximum dwelling units per acre of four. The proposed R-1-8 zoning designation is consistent with the General Plan Designation of LDR for the property.

There were two redline comments from the DRC, including:

1. As a condition of recording the zone change ordinance and prior to submission of an application for preliminary subdivision, the owner needs to complete the required water dedication for the R-1-8 zone. The amount of culinary water is 1.80 feet per acre and the irrigation water is 1.89 feet per acre.

Please consider all DRC comments in your motion.

POSSIBLE MOTIONS AND FINDINGS

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

1. The proposed zone change is/is not consistent with the goals and policies of the General Plan.
2. The proposed change is/is not consistent and compatible with the General Plan land uses of nearby and adjoining properties.
3. The proposed change will/will not unduly affect the uses, or proposed uses for nearby and adjoining properties.

PLANNING COMMISSION RECOMMENDATION

The Planning Commission reviewed the proposed zone change on October 22, 2026. The minutes and motion from this meeting are as follows:

Jarvis Residential Zone Change
DRC Redline Comments

JDJ Investments LLC- requests review of the Jarvis Zone Change, changing the zoning on 1.89 acres located at approximately 1840 N 2300 W from A-5 to R-1-8.

DRC Members Present: Glade Kirkham, Garion Rowett, Ryan Allred, Shelbey Brewer, Kim Struthers, Gary Smith, Gary Ellis, James Farnsworth, Matt Seal, Brad Wilbur
Assigned Planner: Jacob Curtis
Representatives of the Applicant Present: None
Date of Plans Reviewed: 9/28/26
Time Start:
Time End:

DRC REDLINE COMMENTS:
Glade – Power: No comment for zone change. Line extension, off-site work and easements are required.
Brad – Fiber: No comment
Garion – Fire: No comment
Ryan – Water/Sewer: No comment
James – Parks:
1. Consider adding a trail connection to provide easy access to the school crossing-thereby eliminating the need for children to go through the entire subdivision to access the crossing.
2. If this moves past concept, a landscaping and irrigation plan will be required.

Gary S.– Building/Inspections: No comment
Shelbey– Public Works: No comment
Gary E. – Engineering: No comment
Matt – Traffic: No comment
Kim – Planning:
3. As a condition of recording the zone change ordinance and prior to submission of an application for preliminary subdivision, the owner needs to complete the required water dedication for the R-1-8 zone. The amount of culinary water is 1.80 feet per acre and the irrigation water is 1.89 feet per acre.
4. A trail connection will be required per the connectivity standards. This requires a 10' path with 7' of landscape on each side.
5. Update narrative- General Plan is LDR

THIS ITEM WILL BE SCHEDULED FOR PLANNING COMMISSION ON OCTOBER 22, 2026.
(NEED ENVELOPES BEFORE SCHEDULING)

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

Zoning Map Amendment Application

Application Overview & Property Details

Property Information	Application Data
Applicant Name	Josh Jarvis / JDJ Investments LLC
Subject Property Area	Approx. 1.89 Acres (82,328 sq. ft.)
Current Zoning	A-5 (Agricultural)
Proposed Zoning	R-1-8 (Single-Family Residential)
General Plan Designation	MDR (Medium Density Residential) / HDR (High Density Residential)
Location	2280 W Entrance (vicinity of 1901 N 2300 W), Lehi, UT 84043
Tax I.D. / Parcel #s	12-07-0056, 12-027-0075

1. Narrative Description

(a) Explanation of Request & Proposed Uses

The applicant requests a Zoning Map Amendment for approximately 1.89 acres located at 2280 W Entrance (vicinity of 1901 N 2300 W), Lehi, UT 84043. The project site currently consists of mixed underlying zoning, including legacy A-5 agricultural and low-density provisions. This application proposes to align the zoning map with the Lehi City General Plan by rezoning the subject properties to R-1-8 (Single-Family Residential).

The proposed zone change will facilitate a well-planned, high-quality residential community comprising single-family detached residential units with a minimum lot size of 8,000 square feet. This layout addresses the regional demand for quality single-family housing options while ensuring architectural continuity with adjacent developments.

(b) Compatibility with the Lehi City General Plan

The proposed Zoning Map Amendment directly supports the goals and policies outlined in the Lehi City General Plan:

- **General Plan Alignment:** The future land use map designates this parcel for Medium Density Residential (MDR). Re-designating the existing A-5 zoning to R-1-8 ensures consistency between the underlying land use framework and the actual zoning map.
- **Balanced Growth:** The request fulfills General Plan goals aimed at creating orderly transition zones between commercial corridors and established single-family neighborhoods.
- **Housing Opportunities:** The proposal supports city objectives to provide single-family homes suited for growing families in Lehi.

(c) Compatibility with Surrounding Uses

The subject property is positioned within a rapidly developing residential corridor. Surrounding land uses include:

Direction	Surrounding Land Use & Zoning Context
North	Existing residential developments zoned R-1-8
South	Agricultural / Large-lot residential transitioning into future planned neighborhood hubs
East	Medium-density residential development
West	Arterial transportation corridors and light commercial services

The single-family residential character of the proposed R-1-8 zoning creates a seamless transition that complements surrounding neighborhoods while preserving the low-to-medium density appeal of the surrounding area.

(d) Impact on Public Facilities & Infrastructure

The proposed development site is situated within existing municipal service areas. Preliminary capacity evaluations indicate:

- **Water & Sewer:** Connections will be integrated into the existing Lehi City culinary water, pressurized irrigation, and sanitary sewer networks located along adjacent collector rights-of-way. Main line extensions and loop connections will be completed at the developer's expense.
- **Transportation & Traffic:** Main ingress and egress points are designed to connect directly into 1100 W and secondary collector streets. A traffic study will be finalized during the preliminary site plan phase to verify capacity and necessary right-of-way dedications.

- **Stormwater:** On-site detention and retention facilities will be constructed in compliance with Lehi City Engineering Standards to handle post-development runoff without burdening downstream systems.
- **Public Services:** Emergency response (police and fire), school district capacities, and park services have been reviewed, with adequate service coverage identified for the projected yield of units.

(e) Expected Development Schedule & Phasing

The development is intended to be executed in two (2) contiguous phases over an estimated 24 to 36-month timeline following final entitlement approvals:

- **Phase 1 (Site Work & Off-Site Utilities):** Infrastructure development, utility installation, road construction, and grading (Months 1–12).
- **Phase 2 (Single-Family Residential Construction):** Utility tie-ins, home construction on R-1-8 single-family lots, and final landscaping/amenity completion (Months 12–24).

2. Supporting Documentation

- **Conceptual Site Plan:** Preliminary layout showing proposed building footprints, public/private road access, open space, and buffering features.

3. Legal Description & Boundary Survey

Legal Description

A parcel of land situated in the South Half of Section 17, Township 5 South, Range 1 East, Salt Lake Base and Meridian, located in Lehi City, Utah County, Utah, containing approximately 1.89 acres (82,328 sq. ft.), more or less, encompassing Utah County Tax ID / Parcel Nos. 12-07-0056 and 12-027-0075.

Boundary Survey Notes

1. **Basis of Bearings:** Utah State Plane Coordinate System, Utah Central Zone (NAD83).
2. **Field Survey:** Conducted by licensed professional land surveyors.
3. **Monuments:** All section corner monuments and property boundary pins have been identified and set in accordance with city code.
4. **Easements:** Existing canal, utility, and public transit easements are delineated on the official boundary plat on file.


NORTH
ARIVE LEHI PROPERTY
ATLAS ENGINEERING
CIVIL · STRUCTURAL · SURVEY
CONCEPTUAL PLAN
LEHI CITY, UTAH
SHEET NO.
1

Jarvis Zone Change

Aerial

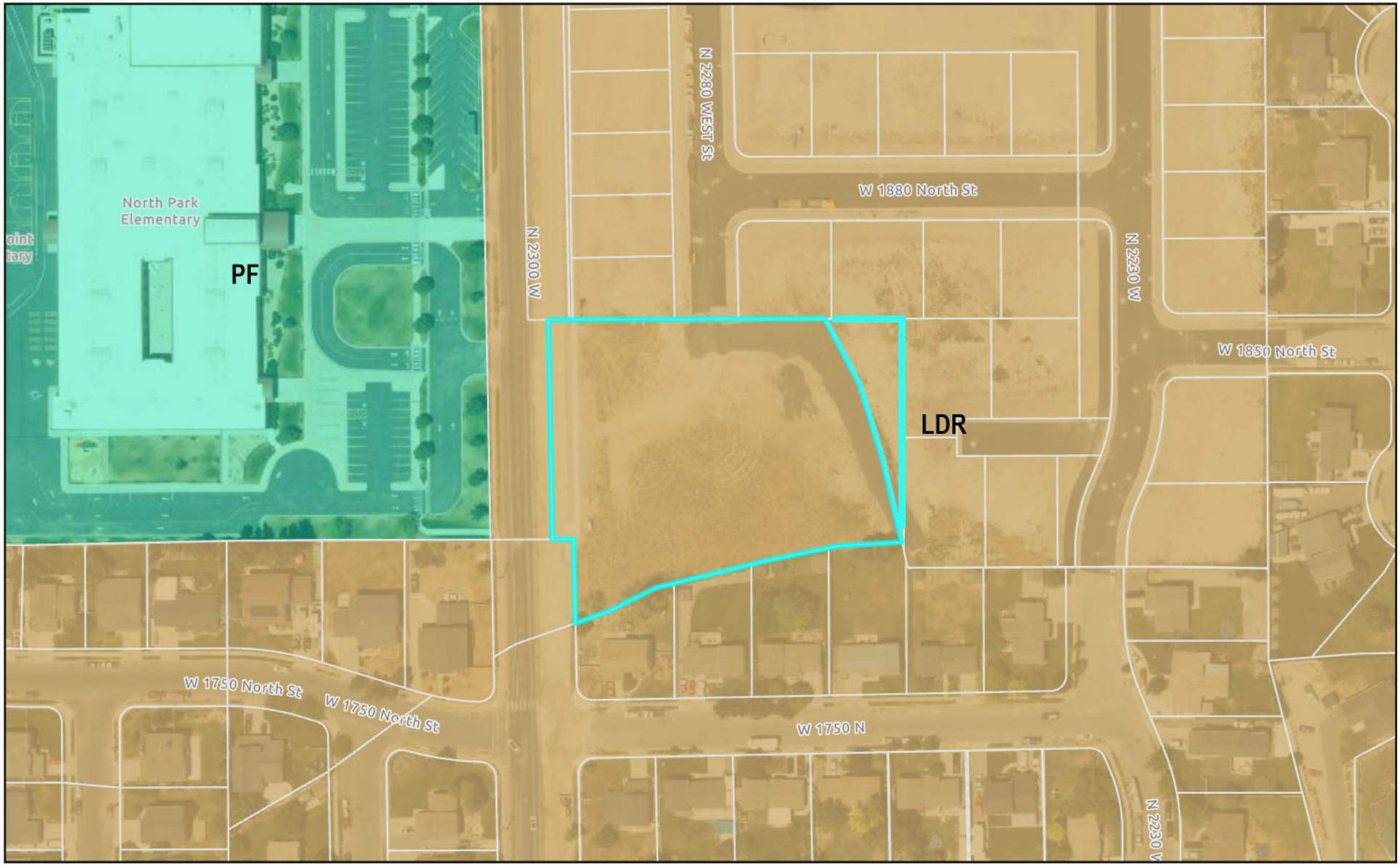


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LEHI CITY

Jarvis Zone Change

General Plan

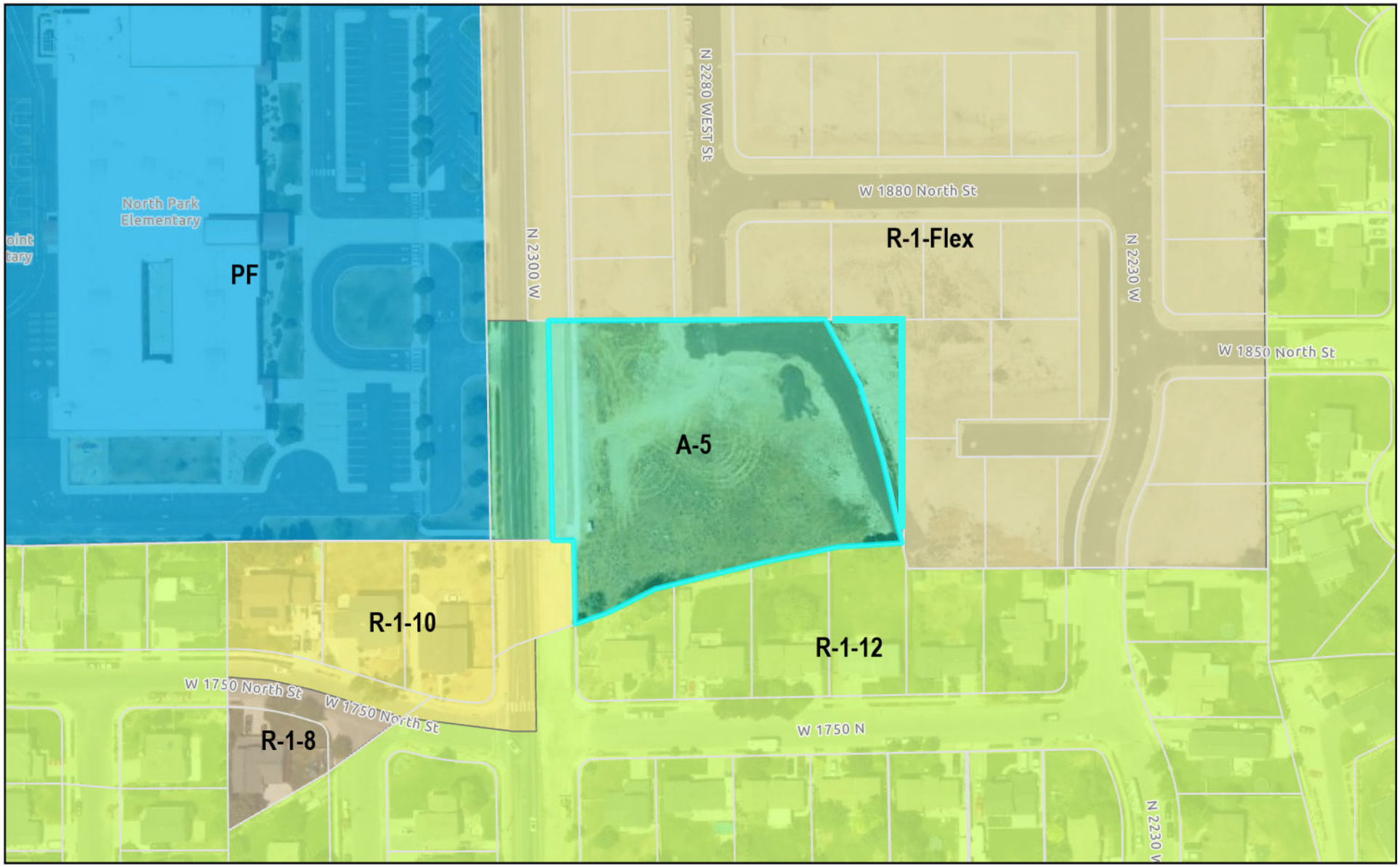


0 215 430 860 Feet

LEHI CITY

Jarvis Zone Change

Zoning



0 215 430 860 Feet

LEHI CITY

Agenda Item No: 5.5

City Council Agenda Item Report

Meeting Date: November 10, 2026
Submitted By: Jacob Curtis
Submitting Department: Planning Division
Item Type: Action Item
Agenda Section: Regular Agenda

Subject:
Consideration of an update to the Clark Meadows Concept, a 12-lot concept requesting two lots of bonus density in lieu of reimbursement for project improvements located at approximately 1700 West and 1300 South.

Summary:

Attachments:

Clark Meadows Concept Update 1.pdf

CLARK MEADOWS UPDATED CONCEPT
CITY COUNCIL REPORT

Applicant	Matt Loveland		
Meeting Date	November 10, 2026		
Requested Action/Purpose	Final approval of a concept plan with density bonus in lieu of reimbursement		
Location	9227 W 7750 N (Approximately 1800 W 1300 S)		
Project Area	7.2 acres		
Existing Zoning	R-1-22		
General Plan Land Use Designation	VLDRA		
Adjacent Zoning and Land Use	*North*	R-1-22	LDS Church/Open Space
	South	N/A	Single family residential
	East	N/A	Single family residential
	West	R-1-22	South Creek Plat A Subdivision
Date of DRC Review	October 7, 2026		
Date of Planning Commission Review	October 22, 2026		
Assigned Planner	Jacob Curtis		

REQUIRED ACTION

Planning Commission	Review and recommendation
City Council	Final approval

APPLICABLE DEVELOPMENT CODE REGULATIONS

Section 05.040. Table of District Yard, Bulk and Intensity Requirements. *(Amended 3/11/08; 11/15/22)*

B. The following exceptions to the Bulk and Intensity Requirements listed on Tables 05.040 A and B may be allowed on a case-by-case basis at the discretion of the applicable Land Use Authority following review and recommendation from the Reviewing Departments.

1. Exceptions may be allowed to the minimum lot width or frontage for subdivisions that incorporate traffic calming elements in their design.

Exceptions may be allowed to the minimum lot size, maximum dwelling units per acre, lot width or frontage, or other design considerations for subdivisions located along a master planned major roadway or master planned trail or that include a planned park, historic monument or other public facility that warrants special consideration in lieu of payment to the developer for right-of-way, property dedication, or other improvements required by the General Plan, Master Transportation Plan or Design Standards and Public Improvements Specifications Manual.

2. In order to determine the amount of any additional density allowed, the applicant shall provide two concept plan designs: one based on a standard layout that meets all of the bulk and intensity requirements and the other showing the proposed layout with the exceptions. The standard layout shall determine the base number of lots and units.

3. The City Engineer shall review all proposed exceptions to evaluate the density that could be achieved under a standard layout that meets all of the bulk and intensity requirements and any additional density that may be allowed in lieu of right-of-way, improvements, property dedication or other considerations received by the City. The Engineer shall recommend to the applicable Land Use Authority the number of additional lots and units that may be allowed, if any.

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

PROPERTY HISTORY

May 27, 2025 The City Council approved the Clark Meadows Annexation with R-1-22 zoning.
March 10, 2026 The City Council approved the Clark Meadows Subdivision Concept with 11 lots.

REPORT ANALYSIS

The applicant requests approval of the Clark Meadows updated concept plan. In March, a different iteration of this plan was approved to allow for 11 lots. After further review of the property and costs of the improvements, the developer is requesting review of an updated concept plan for 12 lots. Similar to last time, they are requesting an exception to the minimum lot size of 22,000 square feet for several of the lots. The density bonus in lieu of reimbursement comes from the canal parcel dedication and the continuation of city trail improvements within the property. The applicant notes that the concept plan also provides larger lots along the western boundary to create a transition from the neighboring lots and the proposed development, and that the homes will also be of similar quality, finish, and design to the existing community.

The applicant has submitted two concept plans per the requirements of Chapter 5 in the Development Code. The first concept shows the base layout of the subdivision. It shows 10 lots that meet the zoning requirements and also includes the required improvements. The second layout includes 12 lots and the lots are between 16,556 square feet and 25,106 square feet. Chapter 5 allows subdivisions that are utilizing the density-in-lieu to have flexibility in lot sizes and frontages. In either situation, the overall density of the subdivision does not exceed the 1.75 units per acre that would be allowed in the R-1-22 zoning.

The primary decision the City Council has to make is how the required canal and trail improvements will be funded, whether through an updated density bonus or financial reimbursement from the City.

The DRC made the following comments on the proposal:

1. The base layout provides a better overall lot and street layout, and would be Planning Staff's preference, with reimbursement for the canal and trail improvements.
2. A trail connection will be required here to meet the 600' spacing requirement. This connection could be put in an easement and also be an all-weather access for the storm drain connection.
3. Provide an access ramp into the Dry Creek at this location, access ramp to be built with the Dry Creek channel improvements.

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 October 22, 2026. The minutes and motion from this meeting are as follows:

Clark Meadows Subdivision Concept Plan
DRC Redline Comments

Matt Loveland- requests review of the Clark Meadows Updated 12-lot concept located at 1700 W 1300 S.

DRC Members Present: Glade Kirkham, Garion Rowett, Ryan Allred, Shelbey Brewer, Kim Struthers, Gary Smith, Gary Ellis, James Farnsworth, Matt Seal, Brad Wilbur
Assigned Planner: Jacob Curtis
Representatives of the Applicant Present: Matt Loveland
Date of Plans Reviewed: 9/28/26
Time Start: 1:10 pm
Time End: 1:19 pm

DRC REDLINE COMMENTS:
Glade – Power:
1. Provide, show, label PUE at all road frontages.
2. A RMP ATA is required. If RMP line is relocated to UGP then Lehi Power conduit will need to stamped "LEHI POWER" by the manufacturer.

Brad – Fiber: No comments
Garion – Fire: No comments
Ryan – Water/Sewer:
3. Provide an access ramp into the Dry Creek at this location, access ramp to be built with the Dry Creek channel improvements.

James – Parks:
4. Center the trail in the 20' corridor, providing a 5' buffer from residential lots and 5' from the top edge of the creek.

Gary S. – Building/Inspections:
5. A soil report will be required if this moves past concept.

Shelbey – Public Works: No comments
Gary E. – Engineering:
6. At time of final site plan, the master planned 12" culinary and 16" PI lines in 1300 south should be connected through to 1700 west. This will be reimbursed by Lehi City.

Matt– Traffic:
Kim – Planning:
7. A trail connection will be required here to meet the 600' spacing requirement. This connection could be put in an easement and also be an all-weather access for the storm drain connection.
8. The base layout provides a better overall lot and street layout, and would be Planning Staff's preference, with reimbursement for the canal and trail improvements.

DRC GENERAL COMMENTS:
1. The concept plan shall not constitute a development permit. (Does not vest).

THIS ITEM IS REQUESTING AN EXCEPTION.
(An exception requires stamped addressed envelopes for public noticing if the project proceeds to Planning Commission)

THIS ITEM WILL BE SCHEDULED FOR PLANNING COMMISSION ON OCTOBER 22, 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.

September 24, 2026

Lehi City Planning & Zoning
C/O Jacob Curtis
153 North 100 East
Lehi, Utah 84043

RE: Request for Concept Review on Approximately 7.2 acres located near 1300 South 1700 West Lehi, Utah, known as Clark Meadows; Utah County Parcel No. 13-029-0146.

Mr. Curtis:

Please see the enclosed Application for Concept Review for 12 lots within JDH Development's ("JDH") 7.2 acres located at approx. 1300 South 1700 West, Lehi ("Property").

JDH is seeking a Concept Plan review and staff recommendation for a 12-lot single-family subdivision. The 12-lot concept is within the maximum 1.75 units/acre as required by City code, but slightly under the 22,000 square foot minimum lot size. We respectfully request design flexibility of lot size in lieu given JDH's installation of both the 1) Canal Parcel Dedication, and 2) Continuation of City trail improvements within the Property.

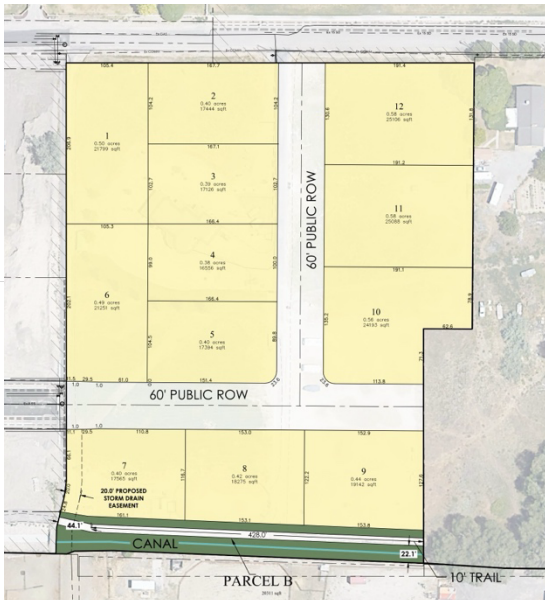
The concept plan also provides larger lots along the western boundary, adjacent to the existing neighborhood, to create a compatible transition between the established homes and our community. Overall, the proposed lots average more than 20,000 square feet, which, together with the requested lot size in lieu flexibility, preserves the low-density character intended by the zoning code. Additionally, the planned homes will be of similar quality, finish, and design as the existing community to the west, ensuring a consistent, complementary product for this growing area of Lehi.

Thank you for your time and consideration. Please feel free to contact me directly with any questions or if additional information would be helpful. Otherwise, I look forward to discussing through the City's DRC process.

On behalf of JDH Development,

Matt Loveland
LOVELAND ADVISORS, LLC
(801) 884-3597
matt@lovelandadvisors.com

CONCEPT TABULATIONS	
TOTAL ACREAGE	±7.2 ACRES
LOT/UNIT COUNT	**12**
TOTAL DENSITY	1.66 UNITS/ACRE
ZONE & LOT REQUIREMENTS	
PROPOSED ZONE	R-1-22
MAX. DENSITY	1.75 UNITS/ACRE
MIN. LOT WIDTH	100'
MIN. FRONTAGE	100'
FRONT YARD SETBACK	20'; 25' GARAGE
REAR YARD SETBACK	30'
INTERIOR SIDE SETBACK	10'
CORNER SIDE SETBACK	20'
CITY STANDARDS	
LOCAL STREET R.O.W. WIDTH	60'
CUL-DE-SAC & KNUCKLE RADIUS	50'





CONCEPT TABULATIONS

TOTAL ACREAGE	±7.2 ACRES
LOT/UNIT COUNT	**10**
TOTAL DENSITY	1.38 UNITS/ACRE

ZONE & LOT REQUIREMENTS

PROPOSED ZONE	R-1-22
MAX. DENSITY	1.75 UNITS/ACRE
MIN. LOT WIDTH	100'
MIN. FRONTAGE	100'
FRONT YARD SETBACK	20'; 25' GARAGE
REAR YARD SETBACK	30'
INTERIOR SIDE SETBACK	10'
CORNER SIDE SETBACK	20'

CITY STANDARDS

LOCAL STREET R.O.W. WIDTH	60'
CUL-DE-SAC & KNUCKLE RADIUS	50'

N

S

GRAPHIC SCALE

50 0 25 50 100 200

(IN FEET)
1 inch = 50 ft.

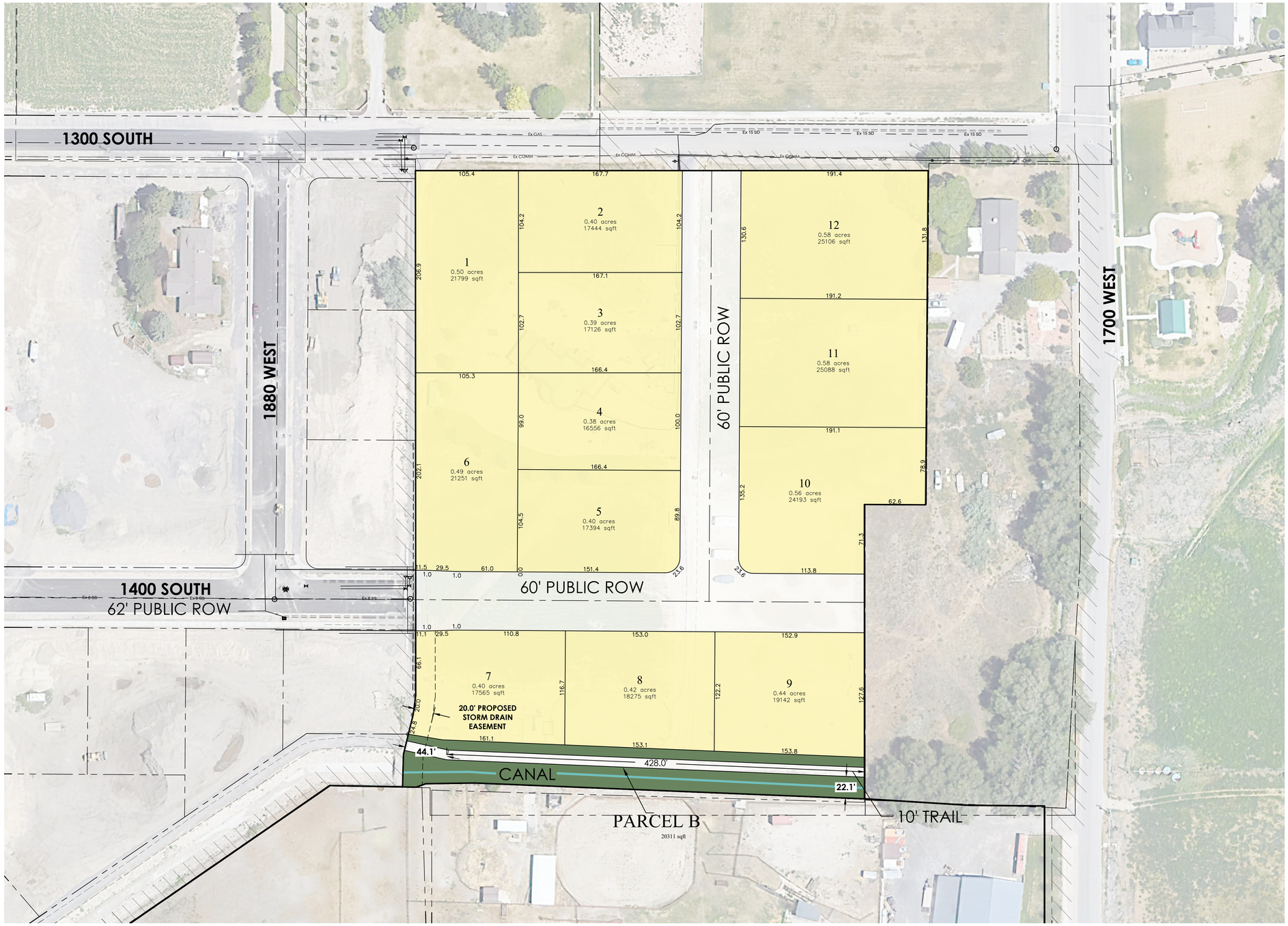
BASE LAYOUT

CLARK MEADOWS *concept I option 1*

LEHI, UTAH COUNTY
8/18/2026
23-0181

FOCUS ENGINEERING AND SURVEYING, LLC

Z:_2023\23-0181 Spit Ranch & Clark Properties\design 23-0181\dwg\concept\\23-0181 Concept I.dwg



CONCEPT TABULATIONS

TOTAL ACREAGE	±7.2 ACRES
LOT/UNIT COUNT	**12**
TOTAL DENSITY	1.66 UNITS/ACRE

ZONE & LOT REQUIREMENTS

PROPOSED ZONE	R-1-22
MAX. DENSITY	1.75 UNITS/ACRE
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CORNER SIDE SETBACK	20'

CITY STANDARDS

LOCAL STREET R.O.W. WIDTH	60'
CUL-DE-SAC & KNUCKLE RADIUS	50'

N

S

GRAPHIC SCALE

50 0 25 50 100 200

(IN FEET)
1 inch = 50 ft.

CLARK MEADOWS *concept J, option 1*

LEHI, UTAH COUNTY
9/23/2026
23-0181

PREFERRED UPDATED LAYOUT

Note: This plan is for illustrative purposes. Boundaries may be based on information obtained through public data and we can't confirm it's accuracy. It is recommended that a boundary survey be performed to determine actual boundary size and dimensions as well as other potential boundary conflicts.

FOCUS ENGINEERING AND SURVEYING, LLC

Z:_2023\23-0181 Split Ranch & Clark Properties\design 23-0181\dwg\concept\\23-0181 Concept J, Option 1.dwg

Clark Meadows Subdivision Concept

Aerial

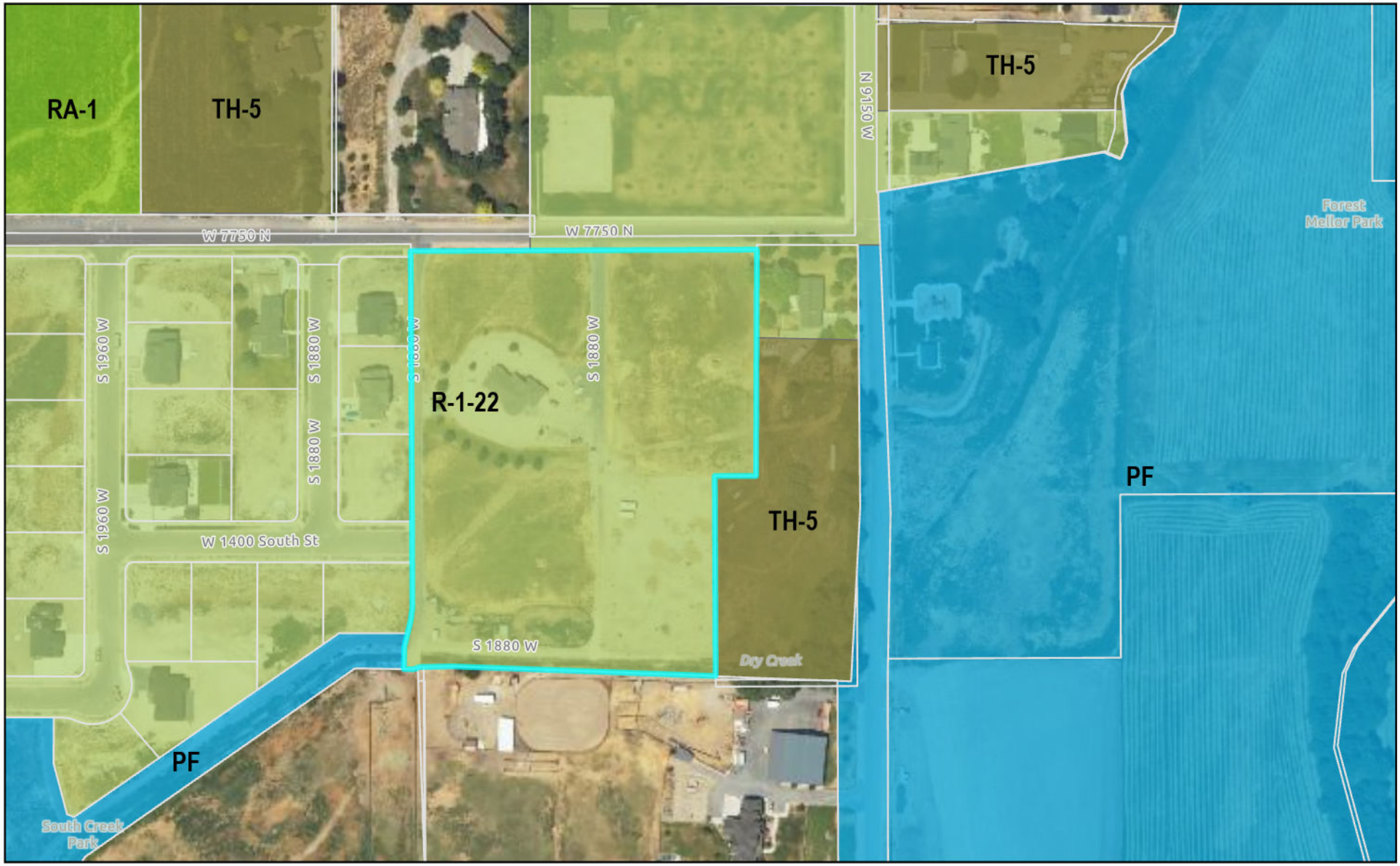


0 335 670 1,340 Feet

LEHI CITY

Clark Meadows Subdivision Concept

Zoning

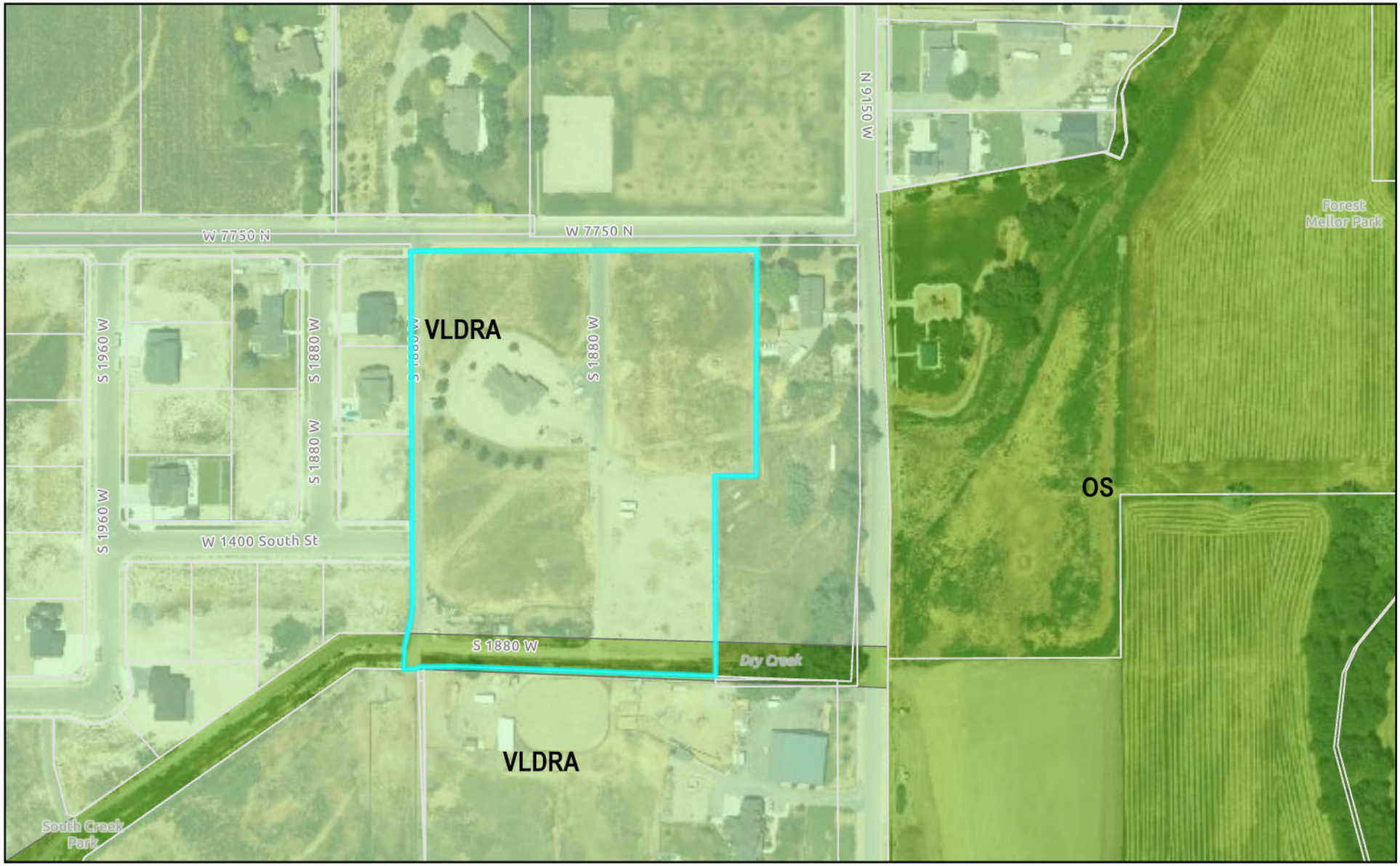


0 335 670 1,340 Feet

LEHI CITY

Clark Meadows Subdivision Concept

General Plan



0 335 670 1,340 Feet

LEHI CITY

Agenda Item No: 5.6

City Council Agenda Item Report

Meeting Date: November 10, 2026
Submitted By: Jacob Curtis
Submitting Department: Planning Division
Item Type: Ordinance
Agenda Section: Regular Agenda

Subject:
Consideration of Ordinance #53-2026, a comprehensive Development Code update to Chapter 39, Definitions, integrating definitions found in other Chapters.

Summary:

Attachments:

Ord 53-2026.docx

Ch 39 Definitions DCA 1.pdf

ORDINANCE NO: 53-2026

AN ORDINANCE AMENDING THE LEHI CITY DEVELOPMENT CODE CHAPTER 39

WHEREAS, it has become necessary to amend Chapter 39 of the Lehi City Development Code; and

WHEREAS, this amendment seeks to consolidate all definitions into one chapter for consistency and ease of use; and

WHEREAS, following a public hearing on October 22, 2026, the Lehi City Planning Commission reviewed the proposed revisions and forwarded a positive recommendation to the City Council; and

WHEREAS, on November 10, 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 October 22, 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 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:

Chapter 39 of the Lehi City Development Code is hereby amended.

PART II:

A. If a provision of this Ordinance 53 -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 10th day of November 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 39 DEFINITIONS
DEVELOPMENT CODE AMENDMENT
CITY COUNCIL REPORT

Applicant	Lehi City
Meeting Date	November 10, 2026
Requested Action/Purpose	Approval of a proposed amendment to the Lehi City Development Code
Date of DRC Review	August 19, 2026
Date of Planning Commission Review	October 22, 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 Planning Division is proposing an amendment to Chapter 39 of the Development Code to consolidate all definitions into one chapter for consistency and ease of use. The proposed amendment in the packet only shows the updates to Chapter 39. However, for reference, sections with existing definitions have been extracted from Chapters 7, 12, 35, 36, and 36B.

Currently, definitions are located throughout the Development Code, as well as in Chapter 39. This can make it difficult for residents, applicants, and staff to locate definitions and results in unnecessary clutter within individual chapters.

As part of this update, staff is proposing revisions to certain definitions, as indicated by redlines, and the removal of others. Definitions proposed for removal are either no longer referenced in the Code or are unnecessary due to redundancy or simplicity.

Where definitions contained regulatory requirements, staff have, where possible, proposed relocating those requirements to an upcoming amendment to Chapter 12, Development Standards. The removal of these requirements from the definitions will not affect the current review process, as the uses impacted by these changes will remain conditional uses subject to additional review.

This amendment will help make the Code more user friendly for citizens, applicants, and staff.

The DRC had a few comments at the August 19th meeting, but the comments were resolved and the text updated prior to Planning Commission and City Council.

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 October 22, 2026. The minutes and motion from this meeting are as follows:

Chapter 39 DCA - Definitions
DRC Redline Comments

Lehi City- requests review of the Chapter 39 Definitions Update, removing definitions from several chapters and combining them into Chapter 39.

DRC Members Present: Glade Kirkham, Garion Rowett, Ryan Allred, Shelbey Brewer, Kim Struthers, Gary Smith, Gary Ellis, James Farnsworth, Matt Seal, Brad Wilbur
Assigned Planner: Kaite Bussell
Representatives of the Applicant Present: N/A
Date of Plans Reviewed: 8/6/26
Time Start: 1:50 PM
Time End: 1:55 PM

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

THIS ITEM WILL BE SCHEDULED FOR PLANNING COMMISSION ON OCTOBER 22, 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.

Planning Division
153 North 100 East
Lehi, UT 84043
385-201-1000

August 11, 2026

Narrative – Chapter 39 Development Code Amendment

The Planning Division is proposing a Development Code Amendment to Chapter 39 of the Development Code. Specifically, we are proposing to condense all definitions in the code into the Chapter 39 definitions chapter for clarity.

Currently, definitions are scattered throughout the entire Development Code and also contained within Chapter 39. This made it unclear where to find a definition for people using the Development Code. It also made other chapters cluttered with definitions unnecessarily. To simply the code, we added all definitions from other chapters to Chapter 39. This update impacts the following Chapters with their sections for definitions: 7, 12, 18, 23, 35, 36, and 36B. As part of this update, we also amended some definitions, which are notated with redlines, and are proposing to remove some definitions entirely. These definitions are either ones that are no longer in the code or ones that are not needed. This amendment will help simplify the code and make it more user friendly for citizens and applicants.

Please contact the Planning Division if you have any questions.

Thank you,

Katie Bussell, AICP
Planner 2

CHAPTER 39

DEFINITIONS

(Amended 5/27/97; 5/25/99; 3/26/02; 7/09/02; 2/14/06; 3/11/08; 3/25/08; 4/22/08; 7/08/08; 7/29/09; 12/08/09; 4/27/10; 7/27/10; 11/15/11; 4/24/12; 5/22/12; 09/11/12; 01/08/13; 11/12/13; 3/11/14; 05/13/14; 07/08/14; 08/26/14; 01/13/15; 01/12/16; 01/26/16; 09/13/16; 1/16/18, 4/10/18; 05/22/18; 08/28/18; 01/08/19; 01/22/19; 3/12/19; 8/27/19; 03/31/20; 08/11/20;11/10/20; 02/09/21; 05/23/23; 08/22/23; 10/24/23; 01/23/24; 02/15/24; 03/26/24; 05/14/24; 06/10/25; 03/10/26)

Abandon or Abandonment - To leave, desert, or discontinue a use for a period of at least 12 months.

~~**Accessory** - Refers to a minor use or structure that is clearly secondary to a principal use or structure that has been issued a permit under this Code; includes signs.~~

Accessory Building - A structure detached from a principal or primary building located on the same lot and incidental and secondary to the principal building or use.

Accessory Dwelling Unit, Internal – A completely independent dwelling, occupied by a separate family/housekeeping unit, that is located within or added to an existing dwelling, and that contains all of the following features:

1. separate entrance.
2. physical separation from the primary dwelling that does not allow passage between the units such as a wall, a locking door or other means of separation.
3. separate cooking, eating, sanitation and sleeping facilities.

Accessory Dwelling Unit, Detached – An independent dwelling not attached to the primary dwelling, occupied by a separate family/housekeeping unit, that is located on the same parcel as the primary existing dwelling, and that contains separate cooking, eating, sanitation and sleeping facilities.

Accessory Use - A use of a portion of land or structure related to the principal use but incidental and secondary to the principal use of the land or structure and located on the same parcel.

Addition - Any walled or roofed expansion of a building connected to an existing building by a common wall.

~~**Adjacent** - All properties immediately contiguous to a subject property.~~

Adult Day Care - A non-medical facility for the daytime care of adult persons, and not exceeding 12 hours, who due to age or disability require assistance or~~,~~ companionship, ~~association and or supervision during the day~~ by staff members.

Agriculture (Horticultural) - An operation devoted to the tilling of the soil, the raising of crops, horticulture, orchards and gardens, but not including any agricultural industry or business such as fruit packing plants, canneries, or agricultural processing facilities.

Agriculture (Livestock) - An operation devoted to livestock, but not including any agricultural industry or business such as fur farms, animal hospitals, feed lots or similar uses. Includes such uses as dairy farms, livestock farms, poultry farms, general farms, horse farms, and similar uses. ~~Agriculture (livestock production) includes agricultural support housing, including the occupancy of any dwelling unit by the owner or agricultural employees and their families, without regard to duration, which occurs exclusively in association with the performance of agricultural labor.~~

Alter or Alteration - To change, rearrange, enlarge, extend, or reduce any structure or part thereof on the same site.

Animal Rights - The right to keep animals on a property, including the number and type of animals allowed.

Antenna Support Structure – Any structure that can be used for the purpose of supporting an antenna.

Applicant - The property owner~~,~~ or authorized agent of the property owner who files an application for development approval pursuant to this Code.

~~**Application for Development Approval or Application** - Any written request for approval or issuance of a development order, permit, or license including but not limited to General Plan or Development Code amendments, subdivision plats, site plans, building and development permits, variances, area plans and conditional use permits.~~

Apartment - Any rented room or suite of rooms in a multiple-family structure which is arranged, designed, or used as a single dwelling ~~housekeeping~~ unit and has bathroom and kitchen facilities permanently installed.

Artisan Shop – A small shop ~~, no larger than 5,000 square feet,~~ involving the limited on-site production of custom prepared goods and the incidental direct sale to customers. Typical production includes, but is not limited to: custom furniture, ceramic studios, glass blowing, candle making, custom jewelry, stained and leaded glass, woodworking, shoe repair, arts studio, photography studio, custom textile manufacturing, and crafts production.

Assisted Living Facility – A residential facility with a home-like setting that provides an array of coordinated supportive personal and healthcare services, available 24 hours per day, to residents who have been assessed under Utah State Department of Health rules to need any of these services. ~~Each resident shall have a service plan based on the assessment which may include:~~

~~1. specified services of intermittent nursing care;~~
~~2. administration of medication; and~~
~~3. support services promoting residents' independence and self sufficiency~~.

For the purpose of defining assisted living facilities and associated words and terms, the following words shall have the following meanings:

1. Assisted Living Facility, Large Capacity – An assisted living facility accommodating more than eight residents, excluding staff. A large capacity assisted living facility is regulated under the assisted living facility use.
2. Assisted Living Facility, Limited Capacity – An assisted living facility accommodating not more than eight residents, excluding staff. ~~All residents must be ambulatory which means a person who is capable of achieving mobility sufficient to exit a structure without the assistance of another person. If such a facility is located in an existing home and/or in a residential zone, this use is regulated as a Group Home as per Section 12.150.~~ A limited capacity assisted living facility that does not meet the requirements of a Group Home use must be regulated under the assisted living facility use.

Athletic Instruction - The instruction of one or more types of athletic activities including dance, gymnastics, martial arts, sports, and other related activities.

Authorized Agent - Any person with valid authority provided by the Owner, as evidenced by a document, ~~filed with the City,~~ authorizing the Agent to represent the Owner, and acting on behalf of the Owner of land seeking a development order or development permit approval.

Automobile Accessories Installation and Service – An establishment engaged in the on-site installation of accessories designed for automobiles, including but not limited to audio and video systems, lighting and electrical accessories, window tinting, vinyl wraps, interior and exterior trim, vehicle security systems, roof racks, bed liners, or similar add-ons.

This use does not include automobile service and repair or automobile sales related uses.

~~**Automobile Rental** - The business of renting or leasing vehicles for a term not exceeding four months and for a fixed rate or price.~~

Automobile Service and Repair - An establishment primarily engaged in the repair of automobiles, trucks less than 10,000 pounds of gross vehicle weight, motorcycles, motor homes, recreational vehicles, or boats, including the sale, installation, and servicing of equipment and parts. Typical uses include muffler shops, auto repair garages, tire sales and installation, wheel and brake shops, body and fender shops, and similar repair and service activities, but excluding dismantling or salvage.

Automobile Service and Repair, Large - An establishment primarily engaged in the repair of large vehicles greater than 10,000 pounds of gross vehicle weight, including the sale, installation, and servicing of equipment and parts. Typical uses include large equipment repair, semi-truck repair, and similar repair and service activities, but excluding dismantling or salvage.

Automobile Sales/Rental - An establishment primarily engaged in the sale or rental of automobiles, noncommercial trucks, motorcycles, motor homes, recreational vehicles, or boats, including incidental storage, maintenance, and servicing. Typical uses include new and used car dealerships, motorcycle dealerships, and boat, trailer, or recreational vehicle dealerships.

~~**Auxiliary** - Functioning in a subsidiary capacity.~~

Awning Sign - A sign placed on or integrated into a fabric, metal or heavy plastic canopy mounted on the exterior of a building.

Bakery, Retail – An establishment that produces and

sells ~~flour based foods~~ baked goods for consumption including bread, cookies, cakes, pastries, and pies.

Banner – Plastic, fabric, or other pliable material intended to be hung either with or without a frame, typically placed between two poles or hung on the wall of a building. This does not include a flag flown on a flagpole.

Bar - An establishment that primarily serves alcoholic beverages for consumption on the premises and revenue from alcohol sales exceeds 50 percent of the total business revenue.

Basement - That portion of a building elevation in which 50 percent or more of the height (as measured from top of finished floor to top of foundation) is below finished grade.

Bed and Breakfast Inn - An owner-occupied detached single-family residence in which rooms are rented out separately for overnight lodging, and where at least a breakfast meal is served to the guests at no extra cost and where an innkeeper or employee is present at all times. ~~Length of stay cannot exceed 30 consecutive days~~.

Bee Colony – An aggregation of bees in any type of hive that includes queens, workers, drones, or brood.

Bee Hive – A frame hive, box hive, box, barrel, log, gum skep, or other artificial or natural receptacle that may be used to house bees.

Berm - A man-made mound of earth contoured so as to form a mound above the general elevation of the adjacent ground or surface and used to shield and buffer various land uses or other activity.

Billboard – A large, high-profile freestanding off-premises sign on one or more poles typically located along a freeway or high-traffic arterial road~~See Section 23.030 of the Lehi City Development Code~~.

Blade Sign – A detached sign typically made of cloth or vinyl attached to a thin single pole mounted in the ground and includes feather signs and teardrop designs

Body Art - The practice of physical body adornment by permitted establishments, operators, and registered ~~body art~~ technicians utilizing, but not limited to the following techniques:~~-~~ tattooing, branding, and scarification. This definition does not include microblading, fine-line tattoos, semi-permanent tattoos such as henna, permanent cosmetics or body piercing, nor shall it include practices that are considered medical procedures by the state medical board, such as implants under the skin, which shall not be performed by a body art facility. ~~Also excluded from this definition are semi-permanent tattoos such as henna.~~

Brewpub – A restaurant-type establishment that also has a beer brewery, producing beer in batch sizes not less than seven U.S. barrels (31 gallons) on the same property which produces only enough beer for sale and consumption on-site or for retail carryout sale in containers holding less than two liters. Automated bottle or canning production is prohibited. Revenue from food sales shall constitute at least 50 percent of the total business revenues, including retail carryout sales of beer.

Buffer - A vegetated area along the exterior boundaries of a development which is maintained as open space in order to eliminate or minimize conflicts between such development and adjacent land uses.

~~**Building** - Any walled structure used or intended for supporting or sheltering any use or occupancy.~~

~~**Building, Accessory** - A building or walled structure which is secondary to, and the use of which is incidental to, that of the principal building, structure or use on the same lot.~~

Building Area - The portion of a lot which is within the envelope formed by the required yards or setbacks and non-critical areas.

Building Frontage - That side of a building which faces and is parallel to or most nearly parallel to a public or private road.

Building Height - A vertical distance from the average finished grade to the highest point of the building.

Building and Property Maintenance Services - An establishment primarily engaged in the provision of maintenance and custodial services to firms or dwelling units. Typical uses include exterminating services, disinfecting services, janitorial services, landscape maintenance, or window cleaning services.

Building Material Supply Store - An establishment primarily engaged in retail or wholesale sale of materials used in the construction of buildings; lumber,

paint, fixtures, and hardware. ~~; but excludes those classified as one of the Automotive and Equipment Services use types.~~ Typical uses include building ~~material~~material stores, tool and equipment rental or sales, and incidental storage.

Building Official - An employee of the City authorized to issue Building Permits and Certificates of Occupancy.

Building, Principal ~~–~~ – A building that houses the primary use of the lot on which it is located. ~~A building in which is conducted the principal use of the lot on which it is situated.~~ In a residential zoning district, any dwelling is deemed to be the principal building on the lot on which it is located. ~~situated.~~

Building Site - That part of a parcel of land designed to be occupied by the principal building and any accessory buildings.

Building Wrap – A large-format vinyl or mesh sign affixed or adhered to a building façade and which extends across one or more floors of a building.

~~**Bulk** – The size and shape of buildings, structures, and non-building uses; and the relationship of their exterior walls or their location to lot lines and other buildings or structures; and all open spaces required in connection with a building or structure. Bulk regulations include regulations dealing with lot area, dwelling units per acre, lot frontage, lot width, building height, required yards, usable open space, the ratio of aggregate gross floor area to the area of the lot, spacing buildings on a single lot, and the length of buildings in a row.~~

Cabinet and Woodworking Shop - an ~~large scale commercial (over 5,000 square feet)~~ establishment for the purpose of manufacturing, sales, refinishing, or repair of cabinets, furniture, or other wood products.

Cannabis - Includes all species of the genus cannabis and all parts of the genus, whether grown or not; the seeds of it, the resin extracted from any part of the plant; and every compound manufacture, salt, derivative, mixture, or preparation of the plant, its seeds, or resin.

Cannabis Cultivation ~~–~~ – the growing or intention to grow cannabis for sale or for personal use. ~~See Section 12.130 of the Lehi City Development Code~~

Cannabis Production ~~–~~ – the process of changing cannabis plants, seeds, or resin to a different form for use or consumption. ~~See Section 12.130 of the Lehi City Development Code~~

Canopy Sign – A sign affixed to the visible surface of an attached or freestanding canopy whose structure is either metal, wood, or heavy plastic of a permanent nature, and which may be internally or externally illuminated.

Capital Improvement - An existing public facility or improvement with a life expectancy of six or more years, owned and/or operated by or on behalf of the City, a public entity or a private service provider.

Carport - A roofed ~~automobile~~ structure open and unobstructed on two or more sides for the storage of vehicles.

Car Wash - An establishment primarily engaged in the ~~washing and~~ cleaning of ~~passenger or recreational~~ vehicles using automated equipment operated by one or more attendants or self-service facilities. ~~using customer operated equipment activated by a coin, token, card, or other similar means.~~

Cemetery - The use ~~or intended use~~ of land for the burial of the dead and dedicated for cemetery purposes, including columbaria, crematoriums, mausoleums, and mortuaries when operated in conjunction with and within the boundaries of such cemetery.

Change of Use - Any use which substantially differs from the previous use of a building or land or is classified as a different use on the Table of Uses.

Charter Schools – Publicly funded schools subject to specific state oversight.

Check cashing, Title Loans & Other Credit Services – An establishment engaging in the business of a check casher as defined in the Utah Check Cashing Registration Act, Utah Code Section 7-23-101 et.seq. (as amended). Check cashing is also defined as providing loans, cash advances, or other forms of credit upon presentation of a personal check or title to a vehicle to be held by the person or entity making the loan, cash advance, or providing the credit. Check cashing includes uses commonly known as payday advances/loans, deferred deposit loans, title loans, and other businesses of a similar nature. However, the definition of check cashing does not include the providing of credit to finance the initial purchase of personal property or the sale of such debt obligations

to a factor or financial institution that purchases debt instruments connected with such transactions in the normal course of its business. Banks, credit unions, and pawnshops are not included in the definition of check cashing.

Child Day Care Home Occupation ~~–~~ – A business that operates from a residential dwelling that provides care, supervision, and protection to no more than 12 children. It shall ~~Is any activity that~~ meet~~s~~ the requirements of Utah Admin. Code § R430-50-3, ~~including the number of children allowed. The facility must~~ and also comply with any applicable IFC and IBC Codes.

Child Day Care, Commercial - Is the care of children within a residential or nonresidential structure providing for the care, supervision and protection for 13 or more children and complying with all the requirements as licensed and monitored by the State of Utah Department of Human Services. For the purposes of this Code Child Day Care (Commercial) includes preschools offering educational programs to 13 or more children at any one time. The facility must ~~also~~ comply with any applicable IFC and IBC Codes.

Child In-Home Instruction - Is the care and education of no more than 12 children within a residential structure ~~for less than three hours at one time~~.

Church - An institution that persons regularly attend to participate in religious services, meetings, and other related activities.

Civic Institution – A government, church, school, hospital, mass transit company, or public utility company.

Clear View Area - The triangular space at the intersection of streets as determined by a diagonal line connecting two points measured 35 feet equidistant from the point of the intersection along the curb or right-of-way line, then connecting those points to form a triangle.

~~**Club** - An association of persons for the promotion of some common object, members of which are admitted only upon invitation, and the chief activity of which is not conducted for profit~~.

Cluster - A development design technique that concentrates buildings in specific areas on a site to allow the remaining land to be used for recreation, common open space, other open space and for preservation of environmentally-sensitive and critical areas.

Co-location - The location of an antenna on an existing structure, tower, or building that is already being used for telecommunications facilities.

Commercial Campgrounds - Any plot of ground upon which two or more campsites are located, established, or maintained for occupancy by camping units as temporary living quarters for recreation, education, or vacation purposes.

Commercial Entertainment Facility – A recreation facility operated as a business on private or public property and open to the public for a fee, such as an amusement park, laser tag facility, indoor go-cart race track, water park, paintball facility, or substantially similar uses, and support facilities customarily associated with the development.

Commercial Laundries, Linen Service - An industrial scale establishment where clothing, linens, rags, rugs, or other articles are washed.

Commercial Recreational Facility - A recreation facility operated as a business on private or public property and open to the public for a fee, such as a golf course, driving range, tennis court, skating rink, equestrian center, or substantially similar uses, and support facilities customarily associated with the development.

Commercial Uses - Retail business and service establishment, professional and governmental offices, and developed recreational uses.

Communications Tower - A structure intended for transmitting or receiving television, radio, or telephone communications.

Community Forest Program – A program charged with the care and management of public trees.

Common Open Space - Facilities, land and yard areas identified within projects for the use and enjoyment of residents and maintained and operated by the City or an organization accepted by the City.

~~**Commission** - The planning commission of the City of Lehi, Utah.~~

~~**Communications Facilities and Towers** - See Section 12.140 of the Lehi City Development Code.~~

Concept Plan - A preliminary sketch created before a subdivision plat or site plan is prepared ~~A sketch preparatory to the preparation of the preliminary plat~~

~~or preliminary site plan~~ to enable a property owner/developer to gain an understanding of City policies and development requirements~~, that may be considered by the City in reviewing a development application.~~

Concrete Manufacture - an operation that produces concrete products used in construction including the stockpiling of bulk materials used in the production process or a finished product manufactured on the premise.

Conditional Use - A use requiring special consideration and review in the manner identified in Chapter 9 of this Code.

Condominium - Any structure or group of structures, in which units are owned individually, and the structure(s), common areas, and facilities are owned by all the owners on a proportional, undivided basis, and which has been submitted to condominium ownership under the provisions of the Utah Condominium Ownership Act.

Conference Center, Convention Center, Reception Center – Facilities designed to host conferences, exhibitions, trade shows, receptions, and other similar large group events. This use may also provide office facilities and a range of leisure activities but does not include any residential, housing, or lodging uses, even on a temporary basis.

Construction Service - An establishment providing services relating to the construction, maintenance or repair of dwellings and buildings, including plumbing, heating, air conditioning, painting, electrical services, masonry, carpentry and roofing. Typical uses include building contractors, sub-contractors, and handyman services.

Construction Service Yard – An establishment providing storage of large equipment, vehicles, or other materials commonly used for construction.

Contributing Structure – A structure or site within an Historic Preservation Overlay District and of historic importance to the City, State, or Nation because it imparts artistic, historic, or cultural values but which may not qualify as a Landmark Site. A contributing structure has its major character-defining features intact, and although minor alterations may have occurred, they are generally reversible.

Convenience Store - A retail establishment ~~smaller than 5,000 square feet~~ offering ~~for sale~~ a limited range of prepackaged food products, snacks, beverages, and household items for sale.

Corral, Pen - A fenced, unroofed enclosure used to contain livestock or animals. The enclosure may be permanent or temporary and may consist of dirt or vegetation. Although similar to a corral, a pen is usually smaller in size and used to keep an animal(s) in a confined area such as a holding pen.

Country Club - A facility providing land area and buildings containing golf courses, recreational facilities, a clubhouse, and customary accessory uses, open only to members and their guests.

Crematory – A building where deceased bodies are disposed of by burning. ~~place where the bodies of the dead are cremated.~~

Cultural and Artistic Uses – A facility for entertainment purposes that include but are not limited to museums, galleries, libraries, and performing art centers~~studios~~.

Cultural and Historical Resources – Human artifacts and remains older than 50 years that are identified by the State Historic Preservation Office (SHPO) as cultural and historic resources under State law.

~~**Day Treatment** – A facility providing specialized treatment for less than 24 hours a day for four or more persons who are unrelated to the owner or provider and who have emotional, psychological, developmental, physical, or behavioral dysfunctions, impairments, or chemical dependencies. Day treatment is provided in lieu of, or in coordination with, a more restrictive residential or inpatient environment or service.~~

Dedication - The legal transference of land without sale by a property owner to a public agency.

Density - The number of dwelling units per acre with respect to residential land uses.

Developer - The owner or authorized agent of land proposed to be subdivided or developed who is responsible for any undertaking that requires review and/or approval pursuant to this Code.

~~**Development or Development Activity** – Any of the following activities requiring a permit pursuant to this Code:~~

~~1. Change in use.~~
~~2. Construction, clearing, filling, excavating,~~

~~grading, paving, dredging, mining, drilling or otherwise significantly disturbing the soil of a site.~~

~~3. Building, installing, enlarging, replacing or substantially restoring a structure, impervious surface, or central water system and including the long-term storage of materials.~~

~~4. Erection of a permanent sign.~~

~~5. Alteration of a historic property for which authorization is required under this Code.~~

~~6. Any activity increasing the need for parking.~~

~~7. Construction, elimination or alteration of a driveway onto a public road.~~

Development Permit - Any building permit,~~;~~ conditional use permit,~~;~~ preliminary subdivision plat,~~;~~ final subdivision plat or other plat approval,~~;~~ preliminary site plan,~~;~~ final site plan,~~;~~ rezoning,~~;~~ or any other official action of the City or any state or local government commission, board, agency, department or official having the effect of permitting the development of land located within the corporate boundaries of Lehi City and subject to the provisions of this Code.

Disability – Defined in Section 57-21-2 of the Utah Code, as the same may be amended from time to time, and includes the following:

1. "Mental or physical impairment" includes but is not limited to blindness, hearing impairment, mobility impairment, HIV infection, mental retardation, alcoholism, drug addiction, chronic fatigue, learning disability, head injury, and mental illness.
2. "Major life activity" includes but is not limited to seeing, hearing, walking, breathing, performing manual tasks, caring for one's self, learning, speaking, and working.
3. This definition does not protect people who currently use illegal drugs, have been convicted of the manufacture or sale of illegal drugs, present a direct threat to other persons or property, or claim disability solely because of adjudication as a juvenile delinquent, having a criminal record, or being a sex offender.

Dog Care Facility - A facility in which three or more dogs are trained, cared for, and boarded overnight. ~~A dog care facility may include a permanent, fenced, outdoor enclosure used to contain dogs during daytime hours between 7:00 AM and 9:00 PM. Dogs shall be maintained indoors during over night hours between 9:00 PM and 7:00 AM. As a requirement of approval, the Dog Care Facility shall conform with the standards set forth in Chapter 4 of the Municipal Code with respect to Kennel Standards and maintain a current Kennel Permit at all times.~~

Driveway - A way providing the most direct access for vehicles from a right-of-way to a garage, dwelling, other structure, or parking space.

Drive Through Facility - A feature or characteristic of a use involving sales of products or services while remaining in a vehicle, ~~or products or provision of services to occupants in vehicles,~~ including drive-in or drive- up windows.

Dwelling- Any structure designed or used for residential purposes with cooking, sleeping, and bathroom facilities that has been constructed to comply with all building codes of Lehi City, but not including hotels, bed and breakfast facilities, nursing home rooms, etc., or structures used for short term residential leases.

Dwelling Unit - One or more rooms in a building or portion thereof designed, occupied, or intended as a residence for a family with complete and independent facilities for living, sleeping, eating, cooking, and sanitation provided ~~within the dwelling unit~~.

Dwelling, Caretaker – A dwelling in a non-residential zone that is located either within the primary non-residential building or a secondary building for the purpose of providing security or otherwise caring for the property. This includes agricultural support housing.

Dwelling, Detached Single Family - A building arranged or designed to include only one dwelling unit occupied by one family ~~(see definition of Family)~~ located on a lot containing no other dwelling units other than an approved Accessory Dwelling Unit (ADU) ~~(see definition for accessory dwelling unit)~~ and containing no connected buildings across lot lines.

Dwelling, Two-Family (Duplex) – A building under single ownership designed for occupancy by two families in separate dwelling units. Both units may be rented and have separate utility meters. A duplex does not include a single-family home with an approved Accessory Dwelling Unit (ADU).

Dwelling, Three-Family - A building under one ownership arranged or designed to be occupied by three families living independently of each other with each unit having its own kitchen, including apartment houses, but not including hotel.

Dwelling, Four-Family - A building under one ownership arranged or designed to be occupied by four families living independently of each other with each unit having its own kitchen, including apartment houses, but not including hotel.

Dwelling, Multi-Family - A building, or portion thereof, used and designed as a residence for five or more families living independently of each other with each unit having its own kitchen, including apartment houses, but not including hotel. Individual units may be owned as condominiums or offered for rent.

Dwelling, Townhouse – An attached single-family dwelling unit constructed in a group of three or more attached units. Each unit extends from foundation to roof and with open space on at least two sides.

Dwelling, Twin Home – An attached single-family dwelling unit constructed in a group of two attached units with each unit on its own lot with differing ownership. Each unit extends from foundation to roof and with open space on at least two sides.

Dwelling, Condominium - A single unit in a multi-unit project or structure which is separately owned which may be combined with an undivided interest in the common areas and facilities of the property.

Easement - An authorization by a property owner for ~~the~~ use by another or others, and for a specified purpose of any part of the property.

Electronic Display Sign (EDS) - A sign, other than a billboard, capable of displaying electronic words, symbols, figures, graphics, images, or pictures that can be electronically or mechanically changed by remote or automatic means. An EDS display is composed of a series of lights including light emitting diodes, fiber optics, plasma displays, light bulbs, or other illumination devices, which may be computer programmable or microprocessor controlled.

Electrical Substations and Power Transmission Lines, Municipal - Facilities owned by Lehi City used to transmit or distribute electricity. ~~which are owned by the City.~~

Electrical Substations and Power Transmission Lines, Non-Municipal - Facilities not owned by Lehi City that are used to transmit or distribute electricity ~~which are not owned by the City~~.

Equipment Facility - Any building, shelter, or cabinet used by telecommunication providers to house switching, backup, or other equipment at a telecommunications facility.

Equipment Sales and Rental - An establishment primarily engaged in the sale or rental of trucks of one ton or greater capacity, tractors, construction equipment, agricultural implements, or similar equipment, including incidental storage, maintenance, and servicing.

Family – A person living alone or one, but not more than one, of any of the following groups living together as a single~~, nonprofit~~ housekeeping unit, sharing common living, sleeping, sanitation, cooking, and eating facilities:

1. A head of household and any number of people who are all related to the head of household by blood, marriage, adoption, or court sanctioned guardianship; or
2. No more than four persons when at least one of the individuals is unrelated; or
3. No more than two unrelated adults and their children and other related family members.

Fence - A man-made barrier of any material or combination of materials erected to enclose or screen areas of land.

Final Subdivision Plat - The map of a subdivision to be recorded after approval by the City and any accompanying material as described in this Code.

~~**Financial Institution** - An establishment engaged in the business of lending money and/or guaranteeing loans.~~

Financial Institution and Services – An establishment engaged in the business of lending money and/or guaranteeing loans. Typical uses include banks, savings and loans institutions, stock and bond brokers loan, and lending activities.

Flag Lot - 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.

Flashing Sign - Any illuminated sign on which the artificial light is not maintained stationary or constant in intensity and color at all times when the sign is in

use. Any moving illuminated sign, except digital billboards, shall be considered a flashing sign.

Food Processing, Animal – An establishment including the slaughtering, processing, and packaging of livestock (excluding feed lots, outdoor corrals or pens)

Food Truck - A business that serves food or beverages from a self-contained unit either motorized or towed, and conducts all or part of its operations and commercial transactions on premises other than its own and is readily movable, without disassembling, for transport to another location.

Foot-Candle - A measurement of light intensity defined as the illuminance on a one-square foot surface from a uniform source of light. For the purposes of this Code, lighting shall be measured in foot-candles.

Freestanding Sign - A sign erected and maintained on a frame, mast, or pole, independent of and not attached to any building.

Funeral Home - An establishment engaged in undertaking services such as preparing the dead for burial and arranging and managing funerals. This definition does not include cremation services. ~~Typical uses include funeral home or mortuaries but exclude cremation services.~~

Furniture Store - An establishment primarily engaged in the retail sale of furniture and furniture accessories. Typical uses include establishments providing the following products: furniture, floor coverings (including carpet), draperies, curtains, upholstery, china, glassware, metal ware, and fireplace screens and accessories.

Garage, Private - A detached accessory building, or a portion of a principal building, used for the storage of motor vehicles for the tenants or occupants of a specific building and not by the general public.

General Plan - A plan for the city, allowed by state law, prepared and adopted by the Planning Commission and City Council, and including maps, texts, charts, and graphs.

Glare - Intense and blinding light that reduces visibility and causes discomfort.

Golf Course - A parcel of land laid out ~~for at least nine holes~~ for playing the game of golf and improved with trees, greens, fairways, and hazards and that may include a clubhouse and shelter.

Grade - The average of the existing ground level at the center of all walls of a building. In case walls are parallel to, and within five feet of, a sidewalk, the ground level shall be measured at the sidewalk.

Greenhouse, Commercial - A building with glass or plastic walls and roof in which plants are raised under controlled conditions for commercial use including experimental purposes, for transplanting, or for sale.

Greenhouse, Private - A building with glass or plastic walls and roof in which plants are raised under controlled conditions for personal use on the property where the greenhouse is located.

Grocery Store – A store that sells food and household supplies and is larger than 25,000 square feet in size.

Grocery Store - Small – A store that sells food and household supplies and is 25,000 square feet in size or smaller.

Ground-Mounted Solar Energy System – A free-standing solar energy conversion system. A ground-mounted solar energy system consists of solar panels used for production of electricity or water heating, structural support components, and associated control electronics.

Group Home – A living arrangement where a group of unrelated individuals live together in a single dwelling unit and does not constitute a healthcare facility.

Group Home for Persons with a Disability - A residence in which more than one person with a disability resides and is licensed or certified by the Department of Human Services under Utah Code Title 62A, Chapter 2, Licensure of Programs and Facilities.

Guarantee - Escrow bond in an amount and form satisfactory to the City. All guarantees shall be approved by the City wherever required by these regulations.

Guyed Tower - A tower that supports an antenna and requires guy wires or other stabilizers for support.

Habitat – place or environment where a plant or animal naturally or normally lives and grows.

Hardware Store - An establishment primarily engaged in the retail sale of a number of basic hardware lines, such as tools, builders' hardware, paint and glass, house wares and household appliances, and cutlery.

Hazardous Tree(s) – Public or private dead or dying trees, dead parts of a living tree, or unstable live trees, either due to structural defects or other factors, that are within striking distance of either people or public property and that have the potential to cause damage, personal injury, or a fatality in the event of a failure.

Health/Fitness Facility – A facility that offers its users amenities for exercising and physical conditioning.

Health Care Facility - Specialty hospitals, home health agencies, hospices, nursing care facilities, residential health care facilities, birthing centers, ambulatory surgical facilities, small health care facilities, facilities owned or operated by health maintenance organizations, and any other health care facility as defined by the Utah Health Care Facility Licensure and Inspection Act, Utah Code '26-1-2. Health care facility does not include the offices of private physicians or dentists, whether for individual or group practice. Hospitals may have a heliport as an accessory use.

Health Club - Private clubs (athletic, health or recreational), with full service facilities including but not limited to showers, lockers, pools and saunas.

Hedge - A compact planting of any type of plant or shrub, which acts or is intended to act as a fence.

Heliport - any helicopter landing area used, designed or intended to be used for the receiving or discharging of passengers and cargo and shall include any appurtenant facilities for passengers, cargo, or for the servicing, repair, shelter, or storage of helicopters.

Heritage Trees – Any tree or group of trees so designated by the Utah Division of Forestry, Fire and State Lands in accordance with the criteria given in Utah Code Ann. 65A-8-302. A Heritage Trees Advisory Committee composed of five persons appointed by the division.

Historic Preservation Commission – The Commission established by the Lehi City Council and responsible for the overall administration of the Historic Preservation Overlay District and Landmark Sites.

Hobby Garage - individual condominiumized units used for personal use that ~~I~~is not considered a residential, business or retail use, such as a hobby or storage of vehicles and personal property.

Home-based Microschools – educational programs operated in a residential dwelling serving up to 16 students.

Home Occupation - Is any ~~gainful occupation or~~ profession conducted in a dwelling unit engaged in by an occupant of the unit.

Hospital - An establishment providing primary health services and medical or surgical care to persons, primarily inpatients, suffering from illness, disease, injury, deformity, and other ~~abnormal~~ physical or mental conditions and including, as an integral part of the institution, related facilities, such as laboratories, emergency treatment facilities, diagnostic services, out-patient facilities, training facilities, medical offices, or staff residences.

Hotel - An establishment containing sleeping rooms for the temporary occupancy of guests including a lobby, meeting rooms, recreation facilities, group dining facilities and/or other facilities or activities customarily associated with hotels, but not including boarding houses or apartments. Hotels may include the use of extended stay facilities provided they meet the occupancy and design requirements of Section 12.130-B of this Code.

Indoor Shooting Range – a specialized facility designed for firearm usage qualifications, training, practice, or competitions.

In-Home Instruction – ~~Is t~~The instruction and/or education of no more than 12 persons within a residential structure ~~for less than three hours at one time~~.

Invasive Species – A species of tree, vegetation, or pest that is likely to cause economic or environmental harm to either the environment or human health.

Juvenile Group Facility – A 24-hour group living environment for adolescents under the age of 18, unrelated to an owner or operator that offers room, board or specialized services to residents.

Kennel - Any lot or premises or portion thereof on which three or more dogs, cats and other household domestic animals are maintained, boarded, bred or cared for in return for compensation or kept for sale.

Laboratory (Medical, Dental, Optical) - An establishment primarily engaged in commercial or non-commercial physical and biological research, development, and production of products for the medical, dental, or optical profession.

Landmark Site – A site included on the Lehi City Historic Places List or State or National Register of Historic Places that meets the criteria of Section 07.040 of this chapter. Such sites are of importance to the City, State, or Nation and impart high artistic, historic, or cultural values.

Land use authority - An individual, board, or commission, appointed or employed by the City, including the staff, Planning Commission, or City Council, and who is designated as the person or body responsible for final decisions and approvals of land use applications identified in this Code.

Lattice Tower - A self-supporting three or four-sided, open steel frame structure used to support telecommunications equipment or antennas.

Laundry Services - An establishment primarily engaged in providing the following services: pressing and finishing, dry cleaning, washing, tailoring, or clothing repair or alteration. The establishment can include washing and drying machines, and clothes dry cleaning machines, either coin operated or attendant operated, and are provided on a rental basis for use by individuals doing their own laundry and dry cleaning. Does not include outdoor drying facilities.

Light Manufacturing, Processing, and Assembly - An establishment engaged in the manufacture, predominantly from previously prepared materials, of finished products or parts, which are not obnoxious or offensive by reason of emission of odor, dust, smoke, noxious gases, noise, vibration, glare, heat, or other impacts. Also, includes the processing, fabrication, assembly, treatment, and packaging of such products, and incidental storage, sales and distribution. This use does not include the processing of animal, vegetable or fish products or the rendering and refining of fats and oils. It also encloses all equipment, compressors, generators and other ancillary equipment within a building or structure. Light manufacturing includes the manufacturing of the following items and similar goods: professional instruments, watches/clocks, jewelry, musical instruments, toys/sporting goods, office supplies and equipment, and other similar products ~~as approved by the Planning Commission~~.

Light Office/Warehouse Combination – A commercial building, ~~no larger than 30,000 square feet~~, designed for office and light warehouse uses. Usable office space shall comprise a minimum of 50 percent of the total square footage, and usable warehouse space shall not exceed 50 percent of the total square footage. Facades fronting roadways shall have an office/storefront appearance. Roll-up doors shall be on facades not fronting roadways. Tilt-up concrete construction is prohibited.

Light Pollution - Any adverse effect of artificial light including, but not limited to glare, light trespass, skyglow, energy waste, compromised safety and security, and impacts on the nocturnal environment.

Light Trespass - When light falls where it is not wanted or needed.

Liquor Store – A State-run facility engaged in the retail sale of packaged alcoholic beverages, such as ale, beer, wine, and liquor, for consumption off the premises.

Loading and Unloading Spaces - A permanently maintained space on the same lot as the principal building with access to a road and not less than 10 feet in width, 20 feet in length, and 14 feet in height.

Lot - A parcel or unit of land described by metes and bounds and held or intended to be held in separate lease or ownership, or shown as a lot or parcel on a recorded subdivision, or shown on a plat used in the lease or sale or offer of lease or sale of land resulting from the division of a larger lot, parcel, or tract into two or more smaller lots or units.

Lot Area - The area of a horizontal plane within the lot lines of a lot.

Lot, Corner - A lot which has an interior angle of 135 degrees or less at the intersection of two road lines. A lot abutting ~~upon~~ a curved road is considered a corner lot if the tangents to the curve at the points of intersection of the side lot lines intersect at an interior angle of 135 degrees or less.

Lot Coverage - The percentage of the area of a lot that is occupied by all buildings, and other covered structures and impervious surfaces.

Lot, Double-Sided - A lot having frontage on two parallel or approximately parallel streets.

Lot Frontage – The width of a lot, measured parallel to the street right-of-way at the front building setback.

Lot, Interior - A lot other than a corner lot.

Lot Line - Any line defining the boundaries of a lot.

Lot Line, Front - The boundary of a lot that separates the lot from the road. In the case of the corner lot, the front lot line is the shorter of the two lot lines separating the lot from the road except that where these lot lines are equal or within 15 feet of being equal, either lot line may be designated the front lot line but not both.

Lot Line, Rear - The boundary of a lot which is most distant from, and is most nearly, parallel to the front lot line; except that in the absence of a rear lot line as is the case of the triangular shaped lot, the rear lot line may be considered as a line within the lot, parallel to and at a maximum distance from the front lot line, having a length of not less than ten feet.

Lot Line, Side - The boundary of a lot, which is not a front lot line or a rear lot line.

Lot of Record - A lot, which is part of a subdivision, the plat of which has been recorded in the office of the County Recorder. "Lot of record" does not include any subsequent conveyance that divides the lot into two or more parcels without a duly approved resubdivision.

Lumberyard - An establishment that contains facilities for the sawing, loading or storage of lumber or timber, but not including industrial milling or planning operations.

Main Floor - Split Entry - That portion of the building that fronts on a dedicated city street and is entered at or above finished grade between floors and is the upper level.

Main Floor - Split Level - That portion of the building that fronts on a dedicated city street and is entered at or above finished grade and includes the entry level and the next level up.

Main Floor - Two-Story - The level of that portion of the building that fronts on a dedicated city street and is entered at or above finished grade.

Manufacturing, Processing, and Assembly – An establishment specializing in the manufacture, processing or packaging of food and beverage products, technology products, electronic components, personal hygiene products and cosmetics, drugs and pharmaceuticals, and other similar materials or products. ~~as approved by the Planning Commission.~~ Also includes the processing, fabrication, assembly, treatment, and packaging of such products, and incidental storage, sales and distribution.

Manufactured Home - A multi-sectional transportable mobile home not exceeding two stories in height and manufactured after June 15, 1976, and Department of Housing and Urban Development approved which is subject to and complies with the federal manufactured home construction and safety standards (42 U.S.C. ' 5403), that when joined forms a residence for human occupancy that measures 20 feet by 40 feet or larger and is designed to be installed on a permanent foundation system which can be a permanent foundation wall.

Manufactured Home Sales - A place where prefabricated housing (assembled in factories and transported to the site of use) is sold.

Marina - a harbor with docks, launching ramps, or other supporting facilities designed for small boats and other watercraft.

Marquee Sign - A sign structure placed over the primary entrance of a building such as a hotel or theater, bearing sign copy and which projects from and is attached to the building.

Material Recycling Center - A building, structure or land area used for the collection, processing or transfer of recyclable materials such as glass, paper, plastic, cans, or other household scrap materials.

Medical Cannabis Pharmacy - A location that sells or intends to sell cannabis in a medicinal form, or a medical cannabis device to a medical cannabis cardholder. ~~See Section 12.130 of the Lehi City Development Code~~

Medical Cannabis Testing Facility – A person or entity licensed by the Utah Department of Agriculture and Food that conducts chemical or other analysis of cannabis or cannabis products.

Medical, Dental, and Optical Clinics – The office of practitioners of the healing arts, and the primary use is

the delivery of health care services and where no overnight accommodations are provided.

Micro-education Entities – Educational facilities serving between 17 and 100 students.

~~**Mixed Use, Vertical** - A structure in which residential and commercial uses are located within the same building with residential located above commercial~~.

Mobile Home Occupation – A personal service or pet grooming facility business that operates out of a mobile unit.

Modular Home - A dwelling unit constructed in accordance with the standards set forth by the Department of Housing and Urban Development and composed of components substantially assembled in a manufacturing plant and transported to the building site for final assembly on a permanent foundation.

Monument Sign - A freestanding sign mounted on an opaque base in the ground concealing all support structures.

Monopole - A single, self-supporting, cylindrical pole, constructed without guy wires or ground anchors that acts as the support structure for antennas.

Motorized Sports Recreational Facilities (includes private or commercial) – an outdoor track designated for recreational motorized sports, such as ATV's or Motocross.

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

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

Natural Resources – Fresh water, air, wildlife, and wildlife habitat areas that are supplied by nature.

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

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

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

Noncontributing Structure - A structure within an Historic Preservation Overlay District that either; (i) has been altered as to make the original and/or historic form, materials, and details indistinguishable, and alterations are irreversible, or (ii) the structure is less than 50 years old.

Non-Residential Use - A school, church, clubhouse, or public or government building in a Residential Zoning District. The Mixed Use Zone shall be considered a residential zone. For projects located in the PC and RC Zones, the determination of whether a property is zoned residential or non-residential shall be based on the approved area plan land use map.

Non-Stealth Design - Any antenna or equipment facility not camouflaged in a manner to blend with surrounding land uses, features or architecture. The design does not conceal the intended use of the telecommunications facility. A monopole with equipment facilities above ground and unscreened would be considered non-stealth.

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

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

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

Off-Premise Sign - A sign located outside of the property or development boundary of the owner or tenant of the sign.

Oil & Gas Transmission Lines- Utility lines used to

transport oil and natural gas from their respective gathering systems to refining, processing, or storage facilities, as well as refined products to customers.

On-Premise Sign - Any sign located within the property or development boundary of the sign owner or tenant.

Open Space - means and refers to the following:

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

Original Art Display - a hand-painted work of visual art that is either affixed to or painted directly on the exterior wall of a structure with the permission of the property owner but does not include mechanically produced or computer-generated prints or images, digitally printed vinyl, electrical or mechanical components, or a changing image art display.

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

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

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

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

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

Parking Space - An area maintained for the parking or storage of a motor vehicle, which is graded for proper drainage and is hard surfaced with asphalt, brick pavers, concrete or similar material.

Parking Structure - A fully enclosed structure designed and intended for parking or storage of ~~more than four~~ vehicles.

Pasture – a fenced area of land covered with ~~at least 50 percent grass or other~~ living vegetation used or suitable for the grazing of livestock or animals.

Pawn Shop – An individual or business entity who loans money on deposits of personal property or deals in the purchase, exchange or possession of personal property, on condition of selling the same back again to the pledgor or depositor, or who loans or advances money on personal property by taking chattel mortgage security thereon and takes or receives such personal property into his possession, and who sells the unredeemed pledges together with such new merchandise as will facilitate the sale of the same.

Permitted Use - A use of allowed by right under the provision of the Code.

Personal Services - A business which provides a service, such as a beauty salon, a barbershop, hair, nail, massage services and tanning salons. Also includes microblading, fine line tattoos, henna tattoos, permanent cosmetics, and body piercings. Personal services does not include Sexually-oriented Businesses or Body Art Facilities; ~~except that a licensed and approved personal services business may include body art as a portion of provided services, so long as body~~

~~art does not comprise more than ten percent of the total business and the body art facility is located towards the rear of the establishment in an area separated from the rest of the business by a door that can be shut~~.

Personal Wireless Services or PCS - "Personal wireless services" has the same meaning as provided in Section 704 of the Telecommunications Act of 1996 (47 U.S.C. § 332(c)(7)(c)), which includes what is commonly known as cellular and Personal Communication System (PCS) services.

Pet Grooming Facility – A business dedicated to the grooming and care of household pets, including dogs, cats, birds, and other similar animals. This use does not include overnight boarding (kennel) or medical care (veterinary office) for animals.

Pharmacy – A business where medicinal drugs and medicine are prepared, preserved, dispensed, and sold.

Photometric Design - A plan showing the amount of light trespass.

Plat Amendment - A change in a map of an approved or recorded subdivision plat if such affects any street layout in such map or area reserved thereon for public use, or any lot line; or if it affects any map or plan legally recorded prior to the adoption of any regulations controlling subdivisions.

Plant Nursery – A business where plants are grown for transplanting or for sale.

Planter Strip/Park Strip – The area between the curb and the sidewalk.

~~**Point Source** - Any discernible confined and discrete conveyance, including but not limited to any pipe, ditch, channel, tunnel, conduit, well, fissure, container, rolling stock, concentrated animal feeding operation, or vessel or other floating craft, from which pollutants are or may be discharged.~~

Portable Storage Container – Generally a repurposed intermodal shipping container, which are available in various modular sizes that can be conveniently moved~~, and not exceeding 8 feet in width by 40 feet in length or a total enclosed area of 320 square feet~~. This definition does not include truck trailers, used semi boxes or other similar containers that have been modified from a previous use.

Portable Storage Container Sales- a location where portable storage containers are sold.

Preliminary Plat - The preliminary ~~drawing or drawings, described in this Code,~~ indicating the proposed ~~manner or~~ layout of the subdivision.

~~**Preliminary Site Plan** - The preliminary drawing or drawings, described in the Code, indicating the proposed manner or layout of a proposed nonresidential, attached residential or mixed use development.~~

Premises - Land and/or buildings or other improvements thereon.

Principal Use - The main use of land or a building (as distinguished from an accessory use).

Printing and Publishing Facility - An establishment devoted to the processing, binding, or distribution of reading materials including newspaper, periodical, book publishing, commercial printing, business forms, greeting card manufacturing, book-binding, printing, typesetting and similar uses.

Private School - An educational institution, not operated by a political entity of the State for which entrance or tuition fees are charged for attendance.

Private Tree – Trees growing on private property.

Private Utilities - Includes power, telephone, natural gas, cable television, telecommunications, and private water supply service.

Project Placemaking Sign - An artistic sign or a grouping of signage that is used to set apart a development as a unique and distinctive place.

Projecting Sign - A sign that is attached to and projects more than 18 inches from a building face or wall, or from a structure whose primary purpose is other than the support of a sign.

Public Improvement - Any drainage ditch or system, roadway, parkway, sidewalk, pedestrian way, tree, lawn, off-street parking area, lot improvement, water or sewer system, or any other facility for which the City may ultimately assume the responsibility for maintenance and operation, or which may affect an improvement for which City responsibility is established. All such improvements shall be properly

guaranteed and installed as per City codes, specifications, and regulations.

Public Building - A building or structure primarily used for the provision of services by governmental or public agencies, including the city, state or federal agencies. Typical uses include public administrative offices, animal shelters, maintenance facilities, fire stations, police stations, utility buildings, schools, and similar services.

Public Right-of-Way - Refers to improved or unimproved public property owned by, dedicated to, or deeded to the public or for public use for the purpose of providing vehicular, pedestrian, or other public use. Such public property provides circulation and travel to abutting properties and includes, but is not limited to streets, sidewalks, bike lanes, landscaping, provisions for public utilities, cut and fill slopes, and open public space.

Public Tree – A tree in any public place or located on Lehi City property, including but not limited to planter strips, and the Public Right-of-Way.

Public Use - A use operated exclusively by a public body, or quasi-public body, such use having the purpose of serving the public health, safety, or general welfare, and including uses such as public schools, parks, playgrounds, and other recreational facilities, administrative and service facilities.

Public Utility - Any company, or municipal department, duly authorized to furnish under public regulation, electricity, gas, steam, telecommunications, and transportation, water, or sewer service.

Public Utility Building - Any buildings or premises used for the administration of public utility repair, maintenance and installation crews, including parking for vehicles not to exceed two tons rated capacity. Can also include shops and storage areas ~~as specified in Chapter 5 of this Code~~.

Public Or Quasi-Public Sign – A sign that is constructed, placed, or maintained by a local, state, or federal government, a public utility, railroad, or mass-transit provider, or a sign that is required to be constructed, placed, or maintained by federal, state, or local law either directly or to enforce a property owner's rights.

Pylon Sign - A freestanding, high-profile, on-premises sign completely self-supported where the bottom of the cabinet is at least six feet above the ground.

Reasonable Accommodation - reasonable and necessary exception to rules, regulations, and policies that is needed in order to afford a person with a disability an equal opportunity to use or enjoy a dwelling.

1. "Necessary" means there is a direct causal link between the proposed accommodation and an equal opportunity for a person with a disability. This means that the accommodation requested shall ameliorate a disability's effect and shall be linked to providing the same opportunity a non-disabled person would have to use and enjoy a dwelling

Recreation, Private - A recreation facility operated on private property and not open to the public, including recreation facilities owned by a homeowner or home owners association for private use by members.

Recreation, Public - A recreation facility or service provided through the use of recreational facilities, systems or improvements operated by a public agency and open to the public with or without a fee.

~~**Recycling Center** - A building, structure or land area used for the collection, processing or transfer of recyclable materials such as glass, paper, plastic, cans, or other household scrap materials.~~

Recycling Collection Station – A building or structure used for the collection of recyclable materials such as glass, paper, plastic, cans, or other household scrap materials.

Rehabilitation and Treatment Facility, Drug and Alcohol - A 24-hour group living environment for individuals unrelated to the owner or operator that offers room or board and specialized treatment, rehabilitation, or habilitation services for persons with current chemical dependencies.

Research and Development Facilities – An establishment or complex of structures located in a building whose dimension are intended to foster physical, chemical, and biological research and/or experimentation involving but not limited to controlled simulation of factors, development of prototypes, chemicals, commodities, pharmaceuticals, information technology, electronics and instrumentation for academic and industrial purposes. Light manufacturing may be included as an ancillary use depending on the impact of activity on neighboring property and scale of the

premises.

Restaurant - A building in which food is prepared and served for consumption within the premises. Typical uses include buffets; cafes; cafeterias; caterers; coffee shops; dairy bars; diners; dining rooms; dinner theaters; fast food restaurants; food bars; frozen custard, ice cream and yogurt stores; luncheonettes; pizza parlors and pizzerias; sandwich bars; and snack shops. Alcohol may be served on the premises; however, revenue from food sales shall constitute at least 50 percent of the total business revenue.

Retail Sales and Services, General - An establishment primarily engaged in the sale or rental of commonly used goods and merchandise for personal or household use, but excluding those classified more specifically in this section. Typical uses include department stores, mail services, copy centers, sporting goods stores, home furnishings, electronics and appliances, wallpaper, indoor powersports and marine vehicle sales (See Section 12.130 (M)), carpeting and floor-covering, or automotive parts and accessories excluding service and installation.

Ridgeline - An area including the crest of a hill or slope and a vertical, perpendicular distance of 150 feet on either side of the crest.

Right-of-Way - Land acquired and owned by a governmental agency or public utility and reserved for public use.

Riparian Area – An area adjacent to surface water bodies such as streams and lakes that is characterized by periodic inundation and hydrophilic (water-loving) vegetative types.

Rock, Sand, Gravel, and Topsoil Storage and Distribution - ~~a~~A facility that stores and sells rock, sand, gravel, and topsoil. This use includes all associated screening, transportation, and distribution infrastructure, but does not include mining.

Roof Line - On buildings without a pitched roof, the roof line shall mean the top of the exterior wall elevation. On buildings with a pitched roof, roof line shall mean the ridgeline of the roof.

Roof-Mounted Antenna - An antenna or series of individual antennas mounted on a roof, mechanical room, or penthouse of a building or structure.

Roof-Mounted Solar Energy System – A solar energy conversion system mounted to the roof of a principal or accessory structure. A roof-mounted solar energy system consists of solar panels used for production of electricity or water heating and associated control electronics.

Roof-Mounted Wind Energy System – A wind energy conversion system mounted to the roof of a principal or accessory structure. A roof-mounted wind energy system consists of a wind turbine and associated control or conversion electronics.

Roof Sign - A sign located on or above the roof of any building, not including a false mansard roof, canopy, or other fascia.

School - Any building or part thereof that is designed, constructed or used for education or instruction, whether public or private, in any branch of knowledge, and which is State licensed and accredited by the Northwest Association of Schools and Colleges.

Schools- Vocational and Technical - An educational facility that offers an organized sequence of courses which directly relate to preparing individuals for employment in a specialized field.

Setback - The shortest distance between the property and the closest projection of the building excluding uncovered steps or roof eaves, but including pillars or posts supporting roofs or patio covers. A roof overhang may extend a maximum of 18 inches beyond the hardwall, pillar or post from which the setback is measured. To the extent that such overhang exceeds 18 inches, the setback is calculated from the 18-inch overhang line.

Setback line - The line which is the required minimum distance from the property line that establishes the area within which any structure may be erected or placed.

Settlement Boundary – The Utah Division of Forestry, Fire, and State Lands boundary between sovereign lands adjoining property.

Sexually-oriented Business – Seminude entertainment businesses, adult businesses, and seminude dancing agencies. ~~For the purpose of defining sexually oriented businesses and associated words and terms see Title 4, Chapter 5 – Sexually Oriented Business and Employee Licensing Ordinance of the Lehi~~

~~City Municipal Code.~~

Shadow Flicker – The on-and-off flickering effect of a shadow caused when the sun passes behind the rotor of a wind turbine.

Short Term Rental- An owner's primary residence that is also used, occupied, rented, or leased, for compensation, of a residential property or portion of the residential property for an effective term of 30 days or less. Typical uses may include rentals such as Airbnb or VRBO.

Site Plan - A detailed plan showing the proposed placement of structures, parking areas, open space, landscaping, and other development features.

Sign – a name, identification, description, display, illustration, or device, affixed to, painted, or represented directly or indirectly upon a building, structure, or outdoor surface, which directs attention to or is designed or intended to direct attention to the sign face. If located completely within an enclosed building, it shall not be considered a sign. Sign shall not include a flag flown on a flagpole. Each display surface of a sign, or sign face, shall be considered to be a sign. Sign includes any and all structural and support apparatus and associated lighting. ~~See Section 23.030 of the Lehi City Development Code~~.

Small Wind Energy Facility – A wind energy conversion system consisting of a wind turbine, a tower, and associated control or conversion electronics, that is intended to primarily reduce on-site consumption of utility power. Small wind energy systems are typically designed for on-site home, farm, and small commercial use.

Smoke Shop - a retail establishment that derives 35 percent or more of its gross revenue from the sale of loose tobacco, plants, or herbs and cigars, cigarettes, pipes, and other smoking devices for burning tobacco and related smoking accessories, including e-cigarettes and vapor cigarettes, as defined by the Utah State Code § 76-10-101.3, as may be amended from time to time and in which the sale of other products is merely incidental.

Snipe Sign - A sign typically made of non- or semi-durable materials, mounted to a tree or utility pole, or to the ground by nails, staples, a wire frame, or similar device, often within a right-of-way, including public or private park strips and medians, or on other public property.

Sporting Facilities, Arenas - A sports field, court, or similar facility including permanent, or semi-permanent seating areas.

Sports Fields- A space designated for a specific sport or activity at a given time.

Stealth Facilities - Wireless facilities that have been designed to be compatible with the natural setting and surrounding structures, which camouflage or conceal the presence of antennas or towers, and that have been certified as "stealth facilities" by the Planning Commission.

Storage Units, Climate Controlled Indoor – A fully enclosed facility providing temperature regulated individual and private storage spaces of varying sizes, rented on individual leases for varying periods of time. All units must be accessible from an interior hallway and located inside of a larger structure. Wholesale or resale uses are prohibited. Any climate controlled indoor storage development must have the appearance of a storefront from all public roadways the development fronts upon.

Storage Units, Outdoor Access - A facility providing storage services with outdoor access primarily for personal effects and household goods within enclosed storage areas having individual access, but excluding use as workshops, hobby shops, manufacturing, or commercial activity.

~~**Storage Units, Climate Controlled Indoor** – A fully enclosed facility providing temperature regulated individual and private storage spaces of varying sizes, rented on individual leases for varying periods of time. All units must be accessible from an interior hallway and located inside of a larger structure. Wholesale or resale uses are prohibited. Any climate controlled indoor storage development must have the appearance of a storefront from all public roadways the development fronts upon.~~

Storage, Vehicles- A facility providing services primarily for the storage of vehicles including personal automobiles, RVs, ATVs, trailers, boats, aircraft, trucks, tractor-trailers, and other similar items.

Story -That portion of any building included between the surface of any floor and the surface of the next floor or ceiling above it, or any portion of a building elevation in which 50 percent or more of the height

(as measured from top of finished floor to top of foundation) is above finished grade.

Street - A public or private right-of-way, legally established for vehicular or pedestrian travel, that provides access to abutting lots or parcels. ~~The land dedicated to, or established by, use as a public thoroughfare, or a public or private thoroughfare, which affords principal means of access to abutting property~~.

Structure - A building or other edifice that is constructed or installed on, above, or below the surface of land including a walled and roofed building. The term includes a building while in the course of construction, alteration or repair. For the purposes of this Code, the term "structure" does not include un-walled yard features such as uncovered decks, and un-walled pergolas and trellises. It also does not include utility equipment.

~~**Subdivide** - The act or process of creating a subdivision.~~

Subdivider - Any person who (1) having an interest in land, causes it, directly or indirectly, to be divided into a subdivision or who (2) directly or indirectly, sells, leases, or develops, or offers to sell, lease, or develop, or advertises to sell, lease, or develop, any interest, lot, parcel site, unit, or plat in a subdivision, or, who (3) engages directly or through an agent in the business of selling, leasing, developing, or offering for sale, lease, or development a subdivision or any interest, lot, parcel site, unit or plat in a subdivision, and who (4) is directly or indirectly controlled by, or under direct or indirect common control with any of the foregoing.

Subdivision - Any land, vacant or improved, which is divided or proposed to be divided ~~or re-subdivided~~ into two or more lots, parcels, sites, units, plots, condominiums, tracts or other division for the purpose of offer, sale, lease or development whether immediate or future, either on the installment plan or upon any and all other plans, terms, and conditions. Subdivision includes the division or development of land, whether by deed, metes and bounds description, devise, intestacy, lease, map, plat or other recorded instrument. Subdivision includes re-subdivision and condominium creation or conversion.

Subdivision Plat - The final map or drawing, described in this Code, of a plan of subdivision to be presented to the City for approval and when approved, may be submitted to the Utah County Recorder for filing.

~~**Subdivision Review Cycle** - As required by Utah State Code Section 10-9a-604.2 for standard subdivisions, it means the occurrence of:~~

1. ~~the applicant's submittal of a complete subdivision land use application;~~
2. ~~the City's review of that subdivision land use application;~~
3. ~~the City's response to that subdivision land use application, in accordance with Section 10-9a-604.2;~~
4. ~~the applicant's reply to the City's response that addresses each of the municipality's required modifications or requests for additional information.~~

Suspended Sign - a sign which hangs from a wall sign, awning, canopy, marquee, or building façade.

Telecommunications Facility - An unmanned structure which consists of equipment, including transmitters, antennas, antenna support structures, and equipment facilities as defined herein, that transmit or receive voice or data communications through wireless radio signals such as cellular or PCS communications and paging systems.

Tandem Parking - The parking of one vehicle behind another.

Temporary - Not to exceed a period of one year.

Temporary Sign - A banner, pennant, or poster constructed of paper, cloth, canvas, plastic sheet, cardboard, wallboard, plywood, plastic, resin, or similar materials, and which is intended, or is determined by the code official, to be displayed for a limited time.

Top or Topping – The severe cutting back of limbs to studs within the tree's crow to such a degree as to remove the normal canopy and disfigure the tree or severely alter the species' genetic structural characteristics.

Tower - A free-standing structure, such as a monopole tower, lattice tower, or guyed tower, that is used as a support structure for an antenna.

Towing and Impound Yard – An establishment engaged in the temporary storage of vehicles that have been towed, carried, hauled or otherwise moved from

public or private property for impoundment in a public or private impound yard. This use includes vehicle transport companies engaged in similar activities as described above. This use does not include vehicle rental or sales of new or used vehicles or parts (except for necessary sales of unclaimed impounded vehicles), vehicle repair, automobile wrecking yard, junk or salvage yard, or a freight terminal. ~~All towing and impound yards must meet the requirements found in Section 12.130 (G) of this Code.~~

Trailer - A vehicle designed for carrying property or persons on its own structure and for being drawn by a motor vehicle.

Transit Station – A facility or area where trains, buses, and other forms of public transportation stop to load or unload passengers, freight, or both.

Unoccupied Structures – a structure that is not designed or intended for human occupancy and is only accessed occasionally for persons performing support services for the intended use of the structure and does not fall under any other use found in this Code.

Use - The purpose or purposes for which land or a building is occupied, maintained, arranged, designed, or intended.

Utility Pole Antenna - Any antenna mounted directly to an existing City-owned power pole or street light pole with the exception of decorative streetlights. This definition shall not include poles carrying telephone lines or any other type of utility not specifically included above.

~~**Vehicle** - A device by which any person or property may be propelled, moved or drawn upon a highway, excepting a device moved by human power.~~

Vertical Mixed Use (Residential Above Commercial) - A building that contains a mix of residential and commercial uses. Typically, commercial uses (i.e., retail shops, restaurants, offices) are located on the lower levels, while residential units (condominiums or apartments) are located on upper levels.

Veterinary Office - Any facility providing medical or surgical treatment, clipping, bathing or other services, including incidental boarding to dogs, cats, and other animals. Services are entirely within an enclosed building.

Wall Mounted Antenna - An antenna or series of individual antennas mounted on the vertical wall of a building or structure.

Wall Sign – An on-premise sign attached to or erected against a building wall.

Warehousing and Wholesale Distribution – A commercial building primarily engaged in wholesaling, storage, distribution, and handling of materials and equipment other than live animals.

Water Wise Landscaping (Xeriscaping) – Landscaping in ways that conserves water and requires less supplemental irrigation. Ground covers used typically include native soils, bark mulch, and rock mulch without the use of turf sod. Plants used in water wise landscaping shall be drought tolerant and it is recommended that plants and trees are used that are native to our climate. ~~See Section 35.230 for Water Efficiency Standards.~~

Welding Shop – An establishment primarily engaged in the fabrication process of joining metals through the process of using high heat to melt the parts together and then allowing them to cool.

Wetland - Those areas that are inundated or saturated by surface or ground water at a frequency and duration sufficient to support, and that under normal circumstances do support, a prevalence of vegetation typically adapted for life in saturated soil conditions. Wetlands generally include swamps, marshes, bogs and similar areas. Wetlands shall be designated in accordance with the procedures of the U.S. Army Corps of Engineers.

Wayfinding Sign - A sign designed to provide direction, define entrances or exits, or identify parking areas.

Whip Antenna - An antenna that is cylindrical in shape. Whip antennas can be directional or omnidirectional and vary in size depending upon the frequency and gain for which they are designed.

Wind Energy Facility – An electricity generating facility consisting of one or more wind turbines under common ownership or operating control, and includes substations, meteorological towers (MET), cables/wires, and other buildings accessory to such facility, whose main purpose is to supply electricity to off-site customer(s)

Wind Turbine – A wind energy conversion system which converts wind energy into electricity through the use of a wind turbine generator, and includes the turbine, blade, tower, base, and pad transformer, if any; provided that such a system shall only be a wind turbine if it both has a total height greater than 100 feet and nameplate capacity of greater than 100 kilo-watts

~~**Window** - An opening in an exterior wall, normally glazed, to admit light and/or air.~~

Yard - An open area between buildings, structures, or uses and the adjoining lot line, which is unoccupied and unobstructed by any building structure or use from the ground up except as otherwise provided in this Code.

Yard, Front (corner lot) - See Figure 16.

Yard, Front (interior lot) - See Figure 16.

Yard, Rear (corner lot) - See Figure 16.

Yard, Rear (interior lot) - See Figure 16.

Yard, Side (corner lot) - See Figure 16.
Yard, Side (interior lot) - See Figure 16.

Zoning Administrator - A person appointed by the City Council charged with the administration, management, and enforcement of this Code.

Zoning District - A mapped area to which a uniform set of regulations applies, and which are designed to implement the goals and policies of the Lehi City General Plan.

Agenda Item No: 5.7

City Council Agenda Item Report

Meeting Date: November 10, 2026
Submitted By: Teisha WIlson
Submitting Department:
Item Type: Resolution
Agenda Section: Regular Agenda

Subject:
Consideration of Resolution #2026-74 appointing a Member to the Board of Trustees of the Metropolitan Water District.

Summary:

Attachments:

Res 2026-74.docx

LEHI CITY

RESOLUTION NO. 2026-74

A RESOLUTION OF THE LEHI CITY COUNCIL APPOINTING A MEMBER TO THE BOARD OF TRUSTEES OF THE METROPOLITAN WATER DISTRICT OF LEHI.

WHEREAS, Utah State Code 17B-1-303 and 17B-2a-604 outline the terms and qualifications for the Metropolitan Water District Board of Trustees; and

WHEREAS, Section 17B-2a-604(5)(a) prohibits elected or appointed officials of the appointing municipality from serving as Board Trustees, except for the officer with responsibility over the municipality's water supply and distribution system; and

WHEREAS, the Mayor of Lehi City wishes to appoint, with the advice and consent of the City Council, the officer with responsibility over the municipality's water supply and distribution system to the Metropolitan Water District of Lehi.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF LEHI, UTAH, as follows:

1. Appoint Dave Norman as a Trustee to replace Brad Kenison as the officer with responsibility over the municipality's water supply and distribution system.

2. Mr. Norman's term shall begin immediately run will remain effective until December 31, 2029

2. The provisions of this resolution shall take effect immediately upon passage.

APPROVED and ADOPTED this 10th day of November, 2026.

LEHI CITY

_____

Paul Binns, Mayor

ATTEST

_____

Teisha Wilson, City Recorder