



Lehi City Council Meeting Agenda December 10, 2024

5:00 PM - Lehi City Council Chambers (153 N. 100 E., Lehi, Utah)

Pre-Council, 5:00 p.m.

1. Welcome and Opening Comment
2. Consideration of Adjourning into a Closed Session to discuss pending or reasonably imminent litigation.
3. Presentations and Reports
 - 3.1. Parks and Recreation Master Plan Presentation
 - 3.2. Point of the Mountain Chamber of Commerce Report
 - 3.3. Discussion on Attainable Housing Overlay Zone
 - 3.4. Quarterly Finance Report
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

Regular Session, 7:00 p.m.

1. Welcome, Roll Call, Pledge of Allegiance
2. Presentations and Reports
 - 2.1. Lehi City Proclamation for Commitment to Volunteerism
[JustServe City Program - Commitment to Volunteerism_VFinal \(1\).pdf](#)
3. 20 Minute Citizen Input

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

4. Consent Agenda

4.1. Approve City Council Minutes

[100824 CCa.docx](#)

4.2. Approve Purchase Orders

[PO Index.pdf](#)

[PO Request-Western United Electric Supply \\$214795.42.pdf](#)

[PO Request-Stuart C Irby \\$167000.pdf](#)

4.4. Approve the 2025 City Council Meeting Schedule

[2025 Meeting Schedule.pdf](#)

4.5. Consideration of Resolution #2024-61 approving an Amendment to the Water Infrastructure Development and Cost Sharing Agreement with Geneva Rock Products.

Petitioner: Lehi City

[Resolution-Amendment to the Water Infrastructure and Cost Sharing Agreement \(Geneva\).docx](#)

[Water Infrastructure Dev. and Cost Sharing Agmt - Amended Nov 2024 \(PROPOSED\).pdf](#)

4.6. Consideration of Resolution #2024-60 approving an Amendment to the Interlocal Cooperation Agreement for the operation of the Utah County Major Crimes Task Force.

Petitioner: Lehi City

[Resolution-2024 Amendment to the Major Crimes Task Force Interlocal Cooperation Agreement.docx](#)

[Major Crimes 2024 Amendment \(final\).pdf](#)

Regular Agenda

5. Consideration of Resolution #2024-62 approving the City's Application to the Broadband Infrastructure Grant Program.

Petitioner: Lehi City

[Res 2024-62.docx](#)

[BEAD Commitment Letter.docx](#)

6. Consideration of approval for the Sunrise Office Building Condominium Conversion including 5 units located at 573 West Sunrise Way.

Petitioner: Andrew Evans

[CC Staff Report Sunrise Office Condo Plat 12.10.24.docx](#)

[Sunrise Office Condo Plat DRC 11.20.24.docx](#)

[Sunrise Office Condo Plat.pdf](#)

7. Consideration of Ordinance #67-2024, a Development Code Amendment to Chapter 37, adding an exception to the connectivity standards for vehicular safety.

Petitioner: AWA

[CC Staff Report Ch 37 Development Code Amendment 12.10.24.docx](#)

[Ch 37 Connectivity Standards Dev Code Amnd DRC 10.23.24.docx](#)

[Ordinance Chapter 37 Development Code Amendment 12.10.24.docx](#)

[Ch37DesignStandards - Street Connection Revisions.pdf](#)

8. Consideration of Resolution #2024-59 approving a First Amendment to the Interlocal Agreement for the Creation of a School District among the cities of Lehi, Cedar Hills, Highland, Alpine, American Fork, and Draper.

Petitioner: Lehi City

[Resolution-First Amendment to the Creation of a School District Interlocal Agreement.docx](#)

[Interlocal Agreement Amendment-Central School District v.2.docx](#)

9. Consideration of Resolution #2024-57 appointing a member to the Lehi Library Board of Directors.

Petitioner: Lehi City

[Res 2023-57.docx](#)

10. Consideration of Resolution #2024-58 appointing members to the Lehi City Planning Commission.

Petitioner: Lehi City

[Res 2024-58.docx](#)

11. Adjournment

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

City Council Agenda Item Report

Meeting Date: December 10, 2024

Submitted By: Teisha Wilson

Submitting Department:

Item Type: Presentation

Agenda Section: Presentations and Reports

Subject:

Parks and Recreation Master Plan Presentation

Suggested Action:

Attachments:

City Council Agenda Item Report

Meeting Date: December 10, 2024

Submitted By: Teisha Wilson

Submitting Department:

Item Type: Presentation

Agenda Section: Presentations and Reports

Subject:

Point of the Mountain Chamber of Commerce Report

Suggested Action:

Attachments:

City Council Agenda Item Report

Meeting Date: December 10, 2024

Submitted By: Teisha Wilson

Submitting Department:

Item Type: Discussion

Agenda Section: Presentations and Reports

Subject:

Discussion on Attainable Housing Overlay Zone

Suggested Action:

Attachments:

City Council Agenda Item Report

Meeting Date: December 10, 2024

Submitted By: Teisha Wilson

Submitting Department:

Item Type: Presentation

Agenda Section: Presentations and Reports

Subject:

Quarterly Finance Report

Suggested Action:

Attachments:

City Council Agenda Item Report

Meeting Date: December 10, 2024

Submitted By: Teisha Wilson

Submitting Department:

Item Type: Presentation

Agenda Section: Presentations and Reports

Subject:

Lehi City Proclamation for Commitment to Volunteerism

Suggested Action:

Attachments:

[JustServe City Program - Commitment to Volunteerism_VFinal \(1\).pdf](#)



COMMITMENT TO VOLUNTEERISM IN LEHI CITY PROCLAMATION

WHEREAS, we firmly believe that the values of compassion, empathy, and community support are the foundation of a united and harmonious society, fostering connections that transcend differences; and

WHEREAS the strength and prosperity of our cities, towns, and villages are based in the selflessness of its residents to serve and uplift one another; and

WHEREAS, we acknowledge the profound impact that can be achieved when we extend a helping hand to our neighbors, especially those of diverse backgrounds, living them up and collectively working to improve lives; and

WHEREAS, we nurture a culture of giving within our cities, emphasizing that volunteerism is not just a duty but a source of personal fulfillment and community strength; and as we work side by side with and learn from each other, mutual understanding increases, misconceptions can be corrected, and new friendships are built; and

WHEREAS, we urge all citizens to care for one another, volunteer, and engage in acts of service and kindness that contribute to our city's betterment and its inhabitants' well-being, regardless of background or belief; and

WHEREAS, the City of Lehi has joined a growing list of supporters, including the President of the National League of Cities and hundreds of leaders to date, in making a commitment to volunteerism;

NOW, THEREFORE, I Mark Johnson, Mayor of Lehi, PROCLAIM that the City of Lehi commits to promoting volunteerism, leveraging JustServe.org to make it easier for residents to find and engage in volunteer opportunities and will regularly acknowledge and celebrate the contributors of volunteers.

IN WITNESS WHEREOF, I have hereunto set my hand and
caused the great seal of the City of Lehi be affixed on
December 10, 2024

Mark Johnson, Mayor

Attest: Teisha Wilson, Lehi City Recorder

City Council Agenda Item Report

Meeting Date: December 10, 2024

Submitted By: Teisha Wilson

Submitting Department:

Item Type: Action Item

Agenda Section: Consent Agenda

Subject:

Approve City Council Minutes

Suggested Action:

Attachments:

[100824 CCa.docx](#)



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

Minutes of the **Pre Council and Regular Session** of the **Lehi City Council** held Tuesday, **October 8, 2024**, at Lehi City in the Council Chamber, 153 N 100 E. Lehi, UT.

Members Present: Mark Johnson, Mayor
Paige Albrecht, Council Member
Chris Condie, Council Member
Paul Hancock, Council Member- attended remotely.
Heather Newall, Council Member
Michelle Stallings, Council Member

Others Present: Jason Walker, City Administrator; Ryan Wood, City Attorney; Lorin Powell, City Engineer; Kim Struthers, Community Development Director; Beau Thomas, Deputy Administrator; Dean Lundell, Finance Director; Matthew Lee, Management Analyst; Luke Seegmiller, Traffic Engineer, Scott Dabell, Emergency Management, Scott Sampson, Risk Manager, and Teisha Wilson, City Recorder.

Pre Council, 6:00 p.m.

1. Welcome and Opening Comment

Mayor Johnson welcomed everyone and noted that all Councilmembers were present. Councilor Hancock joined virtually. Councilor Albrecht gave the opening comment.

2. Presentations and Reports

2.1 Emergency Management Presentation

Scott Dabell, Lehi Emergency Manager, presented to the Council. The emergency management team had updated the emergency operations plan to align with recent directives and regulations. They collaborated with various agencies and hospitals to conduct tabletop trainings and exercises to support first responders. The team had provided emergency preparedness training for city staff, including active shooter and hazmat scenarios. They had also organized community preparedness events and outreach, such as promoting the Great Shake Out earthquake drill. Overall, the discussion focused on public outreach, community engagement, and continuous improvement of the city's emergency preparedness capabilities.

2.2 Presentation and Discussion of Railroad Safety Protocol

Luke Seegmiller, gave an update on the quiet zone, the temporary suspension of the quiet zone and how to reinstate the quiet zone. The city had originally established the quiet zone in 2012, as part of a collaborative effort with several other cities along the FrontRunner commuter rail corridor. Lehi City had taken on the responsibility of representing the group and coordinating with the Federal Railroad Administration (FRA) on maintaining the quiet zone. The city had recently received an inspection letter from the FRA, outlining deficiencies that needed to be addressed to keep the quiet zone in compliance. Lehigh City had worked with the other participating cities to develop an action plan and timeline to fix the issues, such as ensuring

the medians at the railroad crossings met the required specifications. By September, the city had reported that nearly 80% of the identified problems had been resolved. However, to the city's surprise, on September 30th they had received a letter from the FRA stating that the entire quiet zone had been suspended, and trains would be required to sound their horns again within seven days. The FRA had cited the remaining unresolved issues, even though the city had expected to have everything completed by mid-October. This had caused significant frustration, as the quiet zone had been in place for many years and its removal was disruptive to the community. The city had worked quickly to coordinate with the other cities and their contractors to accelerate the remaining work, in hopes of getting the quiet zone reinstated as soon as possible. But the speaker acknowledged that some cities, like Murray, were still months away from resolving their issues, leaving the train horn noise to continue impacting residents along the entire FrontRunner corridor.

2.3 PARC Tax Fund Report

Sierra Pierson, Management Analyst, presented an update on the funding. The meeting had then turned to the topic of the city's railroad quiet zone. The city had originally established the quiet zone in 2012, as part of a collaborative effort with several other cities along the FrontRunner commuter rail corridor. Lehigh City had taken on the responsibility of representing the group and coordinating with the Federal Railroad Administration (FRA) on maintaining the quiet zone. The city had recently received an inspection letter from the FRA in April, outlining deficiencies that needed to be addressed to keep the quiet zone in compliance. Lehigh City had worked with the other participating cities to develop an action plan and timeline to fix the issues, such as ensuring the medians at the railroad crossings met the required specifications. By September, the city had reported that nearly 80% of the identified problems had been resolved.

3. Agenda Questions

None.

4. Administrative Report

The Family Park Grand Opening will be September 14th.

5. Mayor and Council Reports

The Council reported on their committee assignments.

6. Consideration of holding a Closed Session to discuss the purchase, exchange, or lease of real property.

Motion: Councilor Condie moved to hold a Closed Session to discuss the purchase, exchange, or lease of real property. Councilor Newall seconded the motion.

Roll Call Vote: Councilor Albrecht, Yes; Councilor Condie, Yes; Councilor Hancock, Yes; Councilor Newall, Yes; and Councilor Stallings, Yes. The motion passed unanimously.

The meeting recessed at approximately 6:40 p.m.

The meeting resumed at approximately 7:14 p.m.

Regular Session, 7:08 p.m.

1. Welcome, Roll Call, Pledge of Allegiance

Mayor Johnson welcomed everyone and noted that all Councilmembers were present. Councilor Hancock joined remotely. Councilor Condie led the Pledge of Allegiance.

2. Presentation and Reports

2.1) The Environmental Sustainability Committee presented the Water Wise Yard of the Month Award was presented to Jeff and Karen Brown and Mel and Denise Radmall.

3. 20 Minute Citizen Input

None.

4. Consent Agenda

4.1) Approve Minutes from the City Council Meeting.

4.2) Approve Purchase Orders.

Motion: Councilor Albrecht moved to approve the consent agenda. Councilor Condie seconded the motion.

Roll Call Vote: Councilor Albrecht, Yes; Councilor Condie, Yes; Councilor Hancock, Yes; Councilor Newall, Yes; and Councilor Stallings, Yes. The motion passed unanimously.

5. Consideration of Resolution #2024-53 amending the Frances Martens Comer Perpetual Library Fund.

Kristi Seely, Library Director, and Melissa Southwick, Library Board Chair, presented the amendment to the fund. They explained the need for flexibility with the fund to support various library projects.

Other ideas to recognize the Comer Family and their contributions were discussed including a plaque in the new library or naming of a room.

Mayor Johnson suggested that they reach out to the Comer Family and discuss the amendment with them. The Council wants to ensure the Coomer family is consulted before finalizing any changes.

Motion: Councilor Albrecht moved to approve Resolution #2024-53 amending the Frances Martens Comer Perpetual Library Fund, as presented in the packet this evening. And that in doing so, we also add direction to staff and administration that in the future they work towards enabling an honorary room or plaque or designation in the new library building to honor Frances and her family and their contribution to the library fund and Lehi, and also include that they have conversations with the family. Councilor Hancock seconded the motion.

Roll Call Vote: Councilor Albrecht, Yes; Councilor Condie, Yes; Councilor Hancock, Yes; Councilor Newall, Yes; and Councilor Stallings, Yes. The motion passed unanimously.

Kristi Seely stated that if the Comer family has concerns, they will bring it back to the Council.

143
144 **6. Consideration of Ordinance #58-2024 the Tronson General Plan Amendment on 0.66**
145 **acres located at 635 West State Street, changing the designation from Commercial to**
146 **Heavy Commercial.**

147 Brad Tronson was the applicant. Tronson explained he purchased the property a few years
148 ago and is currently using it for storage of contractor equipment and forms. His goal is to
149 build office/warehouse space for lease but is seeking heavy commercial zoning to allow more
150 warehouse space than the current 50/50 office/warehouse split requirement in the commercial
151 zone.

152
153 Mayor Johnson asked for public comments.

154
155 Adjacent resident Teresa Gonzalez expressed concerns about inadequate buffering between
156 commercial and residential uses, noting that only a short vinyl fence currently exists. She
157 raised issues about noise impacts, property values, and worried about setting a precedent for
158 future rezoning along State Street. Gonzalez requested the Council follow the Planning
159 Commission's unanimous recommendation for denial.

160
161 The Council engaged in extensive discussion, with Councilor Condie proposing a developer
162 agreement instead of rezoning. Several concerns were raised during deliberation including
163 creating an island of heavy commercial, impacts on State Street's retail character, current
164 code enforcement issues, and the adequacy of buffering requirements between commercial
165 and residential uses.

166
167 **1st Motion:** Councilor Condie moved to table the Ordinance and pursue a development
168 agreement to look at allowing for a variance in the light, light, office, warehouse
169 component of the commercial zone, To allow a greater than 50% use of warehouse
170 in that and that it include all of the buffering requirements according to the
171 commercial zone, that include all of the requirements that would come within the
172 commercial zone, and look at placing a limit on the size of the building or buildings.
173 Mr. Condie explained his reasoning is that there was no need to change the
174 underlying zone, while still finding a way to accommodate the applicant's needs.
175 Councilor Hancock seconded the motion.

176
177 Council Hancock stated that he could support exploring this option, but expressed reservations
178 about accommodating a current non-compliant use, particularly given that the situation arose
179 from a code enforcement issue.

180
181 **Roll Call Vote:** Councilor Albrecht, No; Councilor Condie, Yes; Councilor Hancock, No;
182 Councilor Newall, No; and Councilor Stallings, Yes. The motion failed 3-2.

183
184
185 **2nd Motion:** Councilor Newall moved to deny Ordinance #58-2024 the Tronson General Plan
186 Amendment on 0.66 acres located at 635 West State Street, changing the
187 designation from Commercial to Heavy Commercial. Councilor Albrecht seconded
188 the motion.
189

After the motion, the discussion shifted to Chris Condie's suggestion about reviewing the office warehouse uses and commercial zone requirements, but this was determined to be separate from the motion itself, with Mayor Johnson noting it should be handled as a separate staff direction rather than as part of the findings for denial.

Roll Call Vote: Councilor Albrecht, Yes; Councilor Condie, No; Councilor Hancock, Yes; Councilor Newall, Yes; and Councilor Stallings, Yes. The motion passed 4-1

Following the denial, the Council directed staff to review several items including commercial and industrial use tables, examining buffering requirements based on use impacts rather than just building height, evaluating the appropriateness of certain uses like racetracks in commercial zones, and considering modifications to office/warehouse split requirements.

7. Consideration of Ordinance #59-2024 a Development Code Amendment to Chapter 26, Accessory Uses, revising the required side yard setback for accessory buildings on a corner lot.

Planning Director Kim Struthers explained the amendment aims to provide more flexibility for property owners with corner lots to place accessory buildings like detached garages or storage sheds. Under current code, corner lots have more restricted placement options compared to interior lots. The proposed change would allow structures to be placed closer to the side street, maintaining a 20-foot setback only for garages requiring street access, while other structures could follow interior lot setback requirements.

During public comment, resident Bryce Packer expressed support for the amendment, explaining his personal situation with a corner lot where he hopes to build a home addition.

Motion: Councilor Condie moved to approve Ordinance #59-2024 a Development Code Amendment to Chapter 26, Accessory Uses, revising the required side yard setback for accessory buildings on a corner lot; including all Development Review Committee Comments. Councilor Newall seconded the motion.

Roll Call Vote: Councilor Albrecht, Yes; Councilor Condie, Yes; Councilor Hancock, Yes; Councilor Newall, Yes; and Councilor Stallings, Yes. The motion passed unanimously.

8. Consideration of Ordinance #62-2024 a Development Code Amendment to Table 05.040A, revising the allowed side yard setback on corner lots from 20 to 15 for remodels.

Mr. Struthers stated that this provides homeowners more flexibility to expand.

Lehi Resident Ben Olson, spoke in support of the amendment.

Motion: Councilor Albrecht moved to approve Ordinance #62-2024 a Development Code Amendment to Table 05.040A, revising the allowed side yard setback on corner lots from 20 to 15 for remodels, and include all Development Review Committee and Planning Commission Comments. Councilor Hancock seconded the motion.

Roll Call Vote: Councilor Albrecht, Yes; Councilor Condie, Yes; Councilor Hancock, Yes; Councilor Newall, Yes; and Councilor Stallings, Yes. The motion passed unanimously.

- 9. Consideration of Ordinance #60-2024 a Development Code Amendment to Table 05.030B, Nonresidential Uses, and Chapter 39, Definitions, adding data centers.** Tony The Council had an extensive discussion about adding data centers to the table of uses and definitions. Concerns were raised about power and water usage, noise impacts, and appropriate zoning districts. Councilor Stallings moved to table the ordinance to allow for more research into making it a conditional use and potentially creating specific districts for data centers.

Motion: Councilor Stallings moved to **table** Ordinance #60-2024, and asked staff to consider the following changes: making data centers a conditional use rather than permitted use, potentially create specific zoning districts for data center, include more comprehensive requirement for noise studies and mitigation; add stronger provisions for protecting adjacent residential areas, review utility impact requirements. Councilor Albrecht seconded the motion.

Roll Call Vote: Councilor Albrecht, Yes; Councilor Condie, Yes; Councilor Hancock, Yes; Councilor Newall, Yes; and Councilor Stallings, Yes. The motion passed unanimously.

- 10. Consideration of Ordinance #61-2024 a Development Code Amendment to Chapters 12-A and 12-B, adding some additional requirements to grading.**

The amendment addressed grading issues by adding requirements for slopes over 30%, including geotechnical reports and retaining wall plans. It also established penalties for unauthorized grading on city property as a Class B misdemeanor.

The Council engaged in significant discussion about enforcement mechanisms and penalties. Ryan Wood, City Attorney, provided important context about the Class B misdemeanor designation, explaining it carries up to six months jail time versus 90 days for a Class C. He noted this gives prosecutors more flexibility in resolving cases and signals the Council's seriousness about violations.

A key debate centered around the inclusion of a 30-day notice period before enforcement. While the Planning Commission recommended including this provision, Wood pointed out it was unusual to codify a grace period for violations, as it essentially permits illegal activity during that time. He explained the city's standard practice is already to work with property owners to achieve compliance before pursuing penalties, regardless of whether it's specified in code.

Mayor Johnson raised a concern about post-construction issues, particularly regarding homeowners modifying drainage swales after taking possession of their properties. This led to discussion about enforcement challenges. The Council also discussed liability issues, particularly regarding who would be held responsible for violations - property owners, contractors, or equipment operators. Wood clarified that enforcement typically focuses on property owners, as investigating contractor responsibility would be impractical.

Motion: Councilor Condie moved to Ordinance #61-2024 a Development Code Amendment to Chapters 12-A and 12-B, adding some additional requirements to grading; approving the Class B misdemeanor designation and a 30-day notice period before enforcement; including all Development Review Committee comments. Councilor Albrecht seconded the motion.

Roll Call Vote: Councilor Albrecht, Yes; Councilor Condie, Yes; Councilor Hancock, Yes; Councilor Newall, No; and Councilor Stallings, No. The motion passed 3-2.

11. Consideration of Ordinance #63-2024 a Development Code Amendment to Chapter 20, Home Occupations, adding provisions for micro schools.

Kim Struthers stated that this addressed state legislation allowing micro schools as home occupations. The amendment permits up to 16 students with specific square footage requirements (35 square feet per student) and requires drop-off circulation plans.

Motion: Councilor Albrecht moved to approve Ordinance #63-2024 a Development Code Amendment to Chapter 20, Home Occupations, adding provisions for micro schools; including all Development Review Committee Comments. Councilor Newall seconded the motion.

Roll Call Vote: Councilor Albrecht, Yes; Councilor Condie, Yes; Councilor Hancock, Yes; Councilor Newall, Yes; and Councilor Stallings, Yes. The motion passed unanimously.

12. Adjournment

With no further business to come before the City Council at this time, Councilor Condie moved to adjourn the meeting. Councilor Newall seconded the motion. The motion passed unanimously. The meeting was adjourned at approximately 9:20 p.m.

Approved: December 10, 2024

Attest:

Mark Johnson, Mayor

Teisha Wilson, City Recorder

City Council Agenda Item Report

Meeting Date: December 10, 2024

Submitted By: Teisha Wilson

Submitting Department:

Item Type: Action Item

Agenda Section: Consent Agenda

Subject:

Approve Purchase Orders

Suggested Action:

Attachments:

[PO Index.pdf](#)

[PO Request-Western United Electric Supply \\$214795.42.pdf](#)

[PO Request-Stuart C Irby \\$167000.pdf](#)



LEHI CITY
CITY COUNCIL AGENDA
December 12, 2024

Consent Agenda: Approval of Purchase Orders

INFORMATION:

Company	Description	P O Amount	Budget Balance (before PO)
Western United Electric Supply	New Development Materials	\$214,795.42	Inventory
Stuart C. Irby Co.	New Development Materials	\$167,000.00	Inventory

Supplier

Name

Western United Electric Supply

Vender #

Street

1010 North Hwy 198

Date _____

11/25/2024

City

Salem

State

Ut

Zip

84653

Phone

801-822-2174

Dean Lundell

POWER

53-14-15

Requesting Department

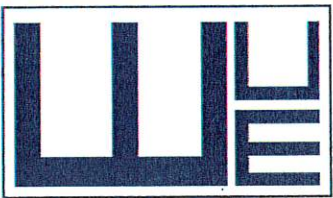
Dept. Account No.

Department Head Signature

[illegible]

QUOTATION

Western United Electric Supply Corp
1010 North Hwy 198
Salem, UT 84653
US
801-822-2174



Order Number	
2099628	
Order Date	Page
11/25/2024 09:45:37	1 of 2
Quote Expires On: 12/02/2024	

Pricing and lead times are subject to change at time of shipment due to market volatility

Bill To:
Lehi City
560 Glen Carter Dr
Lehi, UT 84043-3670
US

Ship To:
Lehi City
560 WEST GLEN CARTER DRIVE
LEHI, UT 80403
US

Attn: Penny Jensen

Requested By: Kenny Norris

Customer ID: 10346

PO Number	Ship Route	Taker
ERMCO 1PH Pad Transformers		CCHRISTENSEN

Quantities					Item ID Item Description	Pricing UOM Unit Size	Unit Price	Extended Price
Ordered	Allocated	Remaining	UOM Unit Size	Disp.				

1.00	0.00	1.00	EA		8-50111-200DOE	EA	2,967.669283	2,967.67
				1.0	25KVA 1PH Pad, 12.47/7.2, 240/120 ANSI II Unit Without Taps	1.0		

32 IN STOCK

1.00	0.00	1.00	EA		8-60111-200DOE	EA	3,181.504137	3,181.50
				1.0	37.5KVA 1PH Pad, 12.47/7.2, 240/120 ANSI II Unit Without Taps	1.0		

170 IN STOCK

1.00	0.00	1.00	EA		8-70111-200DOE	EA	3,636.053542	3,636.05
				1.0	50KVA 1PH Pad, 12.47/7.2, 240/120 ANSI II Unit Without Taps	1.0		

400 IN STOCK

1.00	0.00	1.00	EA		8-80111-200DOE	EA	4,383.581954	4,383.58
				1.0	75KVA 1PH Pad, 12.47/7.2, 240/120 Padmounted ANSI II Unit Without Taps	1.0		

49 IN STOCK

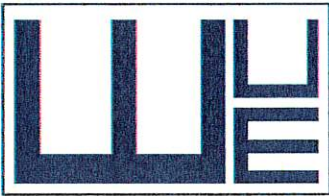
1.00	0.00	1.00	EA		8-90111-200DOE	EA	5,668.800000	5,668.80
				1.0	100KVA 1PH Pad, 12.47/7.2, 240/120 Padmounted ANSI II Unit Without Taps	1.0		

15 IN STOCK

QUOTATION

Western United Electric Supply Corp

1010 North Hwy 198
Salem, UT 84653
US
801-822-2174



Order Number	
2099628	
Order Date	Page
11/25/2024 09:45:37	2 of 2

Quote Expires On: 12/02/2024

Pricing and lead times are subject to change at time of shipment due to market volatility

Quantities					Item ID	Pricing		
Ordered	Allocated	Remaining	UOM	Unit Size	Item Description	UOM	Unit Price	Extended Price
						Unit Size		

Total Lines: 5

SUB-TOTAL: 19,837.60

TAX: 0.00

AMOUNT DUE: 19,837.60

U.S. Dollars

Effective July 1, 2024, Colorado imposes a retail delivery fee of \$0.29 on all deliveries by motor vehicle to a location in Colorado with at least one item of tangible personal property subject to state sales or use tax. The fee will be assessed at the time of shipment and included on your invoice.



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

Quotation

QUOTE DATE	ORDER NUMBER
11/25/24	S014120343
REMIT TO: STUART C. IRBY CO. POST OFFICE BOX 843959 DALLAS TX 75284	PAGE NO. 1

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

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

ORDERED BY: KENNY

CUSTOMER NUMBER		CUSTOMER ORDER NUMBER		JOB/RELEASE NUMBER		OUTSIDE SALESPERSON	
222013		75kva 240/120				Gregory J McPhie	
INSIDE SALESPERSON				REQD DATE	FRGHT ALLWD	SHIP VIA	
JOSEPH C RHO				11/25/24	Yes		
ORDER QTY	SHIP QTY	LINE	DESCRIPTION			Prc/Uom	Ext.Amt
30EA		1	***** Shipping Instructions **			*****	5850.000EA 175500.00
			* SCOTT PECK 801-494-9684			*	
			* KENNY 385-201-2612 OFC			*	
			* 801-655-3042 MBL			*	
			*****			*****	
			*ABB 75KV1PHPAD 75KVA 1PH PADMOUNT				
			TRANSFORMER (2771184) 12470/7200				
			240/120 TAPS LOOP FEE				

			30-32 WEEK LEAD TIME				

*** This is a quotation ***

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

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

Subtotal	175500.00
S&H CHGS	0.00
Sales Tax	0.00
TOTAL	175500.00

** Reprint ** Reprint ** Reprint **

Kenny Norris

From: Lobos, Rosie <rosie.lobos@anixter.com>
Sent: Monday, November 25, 2024 2:50 PM
To: Kenny Norris; Steglich, Ryan
Cc: Percival, Douglas
Subject: [External] RE: 75 KVA SINGLE PHASE TRANS / Q#6248298
Attachments: mail6150.pdf

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Kenny
Your transformer quote is attached. Good till the end of the year.

If you prefer GE Prolec transformers – price is \$5695.00/ea. And lead time: 26-weeks.

Let me know if you have any questions.

Thank You,



Rosie Lobos
Representative - Inside Sales
Wesco | Anixter

o. (801) 288-2831 | rosie.lobos@anixter.com
3130 S 1030 W, Suite #2, South Salt Lake, UT 84119

From: Kenny Norris <knorris@lehi-ut.gov>
Sent: Monday, November 25, 2024 1:57 PM
To: Lobos, Rosie <rosie.lobos@anixter.com>; Steglich, Ryan <ryan.steglich@anixter.com>
Subject: 75 KVA SINGLE PHASE TRANS

This Message Is From an External Sender

Please use caution with this message. If unsure about the legitimacy/safeness, please click Report Suspicious.

Report Suspicious

PLEASE QUOTE ME 30 EACH 75 KVA SINGLE PHASE TRANS 240/120 12470/7200
TIMES THANKS

PLEASE INCLUDE LEAD

Supplier

STUART C. IRBY CO.

Vender #

PO BOX 843959

Date _____

12/5/2024

City

DALLAS

State

TX

75284

Phone

801-724-3000

Dean Lundell

53-14-15

Requesting Department

Dept. Account No.

Department Head Signature

25



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

Quotation

QUOTE DATE	ORDER NUMBER
11/25/24	S014120594
REMIT TO: STUART C. IRBY CO. POST OFFICE BOX 843959 DALLAS TX 75284	PAGE NO. 1

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

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

ORDERED BY: KENNY

CUSTOMER NUMBER		CUSTOMER ORDER NUMBER		JOB/RELEASE NUMBER		OUTSIDE SALESPERSON	
222013						Gregory J McPhie	
INSIDE SALESPERSON				REQD DATE	FRGHT ALLWD	SHIP VIA	
JOSEPH C RHO				11/25/24	Yes		
ORDER QTY	SHIP QTY	LINE	DESCRIPTION			Prc/Uom	Ext.Amt
			***** Shipping Instructions *****				
			* SCOTT PECK 801-494-9684			*	
			* KENNY 385-201-2612 OFC			*	
			* 801-655-3042 MBL			*	

100EA		1	*HOFF UJ306623A ALUMINUM 30IN X 66IN X 23IN SECTIONALIZING CAN JOB # 455RR			945.000EA	94500.00
100EA		2	QUAZ BG2367301858A00 HD GROUND SLEEVE			725.000EA	72500.00

*** This is a quotation ***

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

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

Subtotal	167000.00
S&H CHGS	0.00
Sales Tax	0.00
TOTAL	167000.00

** Reprint ** Reprint ** Reprint **



QUOTE

3130 SOUTH 1030 WEST SUITE 2
SALT LAKE CITY, UT 84119

Phone: (801) 288-2831
Fax: 801.288.2837

ORDERED BY	QUOTE DATE	QUOTE NO.
KENNY	12/03/24	6253308-00
P.O. DATE	P.O. NUMBER	PAGE NO.
12/03/24	HOFFMAN QUOTE	1 of 1
SALES REP	TAKEN BY	FREIGHT OUT
WRIS	WRIL	NO



CUST #: 6001692

BILL TO: LEHI CITY
153 NORTH 100 EAST
LEHI, UT 84043

SHIP TO: LEHI CITY POWER
POWER DEPT WAREHOUSE
560 WEST GLEN CARTER BLVD
LEHI, UT 84043-3670

INSTRUCTIONS	SHIP POINT	VIA	SHIPPED	TERMS
HOFFMAN	Anixter - wSlc/3304	Best Way		Net 30

LINE NO.	PRODUCT AND DESCRIPTION	ORDERED	BO	SHIPPED	UM	PRICE	NET AMOUNT
1	UJ306723A HOFFMAN CABINET 30X67X23 ALUM MFG HOFFMAN LEAD TIME 4-6 WEEKS ARO *****	100		100	each	1727.00	172700.00
2	UJP2MOFF BACK PANELS NEED (3) PER UNIT LEAD TIME: 4-6 WEEKS ARO **** NOTE **** YOU WILL NEED (3) OF THE BACK PANELS PER UNIT. *****	300		300	each	40.22	12066.00
3	BG2367301858A00 HD GROUND SLEEVE HUBBELL LEAD TIME: 6-8 WEEKS ARO *****	100		100	each	1087.85	108785.00
3 Lines Total		Qty Shipped Total		500		Total	293551.00
						Invoice Total	293551.00

Last Page

All sales are subject to the Anixter Terms & Conditions of Sale found at www.anixter.com/termsandconditions. Product safety data sheets may be found on the same website.
Wesco may charge you storage and transportation fees if you do not take possession or accept delivery of the above products within ninety (90) days or agreed upon time from such products being available for delivery or pick-up.

QUOTATION

Western United Electric Supply Corp

1010 North Hwy 198
Salem, UT 84653
US
801-822-2174



Order Number	
2099849	
Order Date	Page
12/02/2024 16:21:04	1 of 1

Quote Expires On: 12/09/2024

Pricing and lead times are subject to change at time of shipment due to market volatility

Bill To:

Lehi City
560 Glen Carter Dr
Lehi, UT 84043-3670
US

Ship To:

Lehi City
560 WEST GLEN CARTER DRIVE
LEHI, UT 80403
US

Attn: Penny Jensen

Requested By: Kenny Norris

Customer ID: 10346

<i>PO Number</i>	<i>Ship Route</i>	<i>Taker</i>
3 PHASE SECTIONALIZING CABINET		CCHRISTENSEN

<i>Quantities</i>					<i>Item ID</i>	<i>Pricing</i>	<i>Unit</i>	<i>Extended</i>
<i>Ordered</i>	<i>Allocated</i>	<i>Remaining</i>	<i>UOM</i>	<i>Unit Size</i>	<i>Item Description</i>	<i>UOM</i>	<i>Price</i>	<i>Price</i>
100.00	0.00	100.00	EA		UJ306723A	EA	1,744.941304	174,494.13
				1.0	HOFFMAN 3PHASE CABINET 30X67X23	1.0		
					10 WEEKS ARO			
300.00	0.00	300.00	EA		UJP2MOFF	EA	40.610217	12,183.07
				1.0	BACK PLATE FOR HOFFMAN CABINET	1.0		
					3 BACKPLATES FOR EACH CABINET			
					10 WEEKS ARO			
100.00	0.00	100.00	EA		BG2367301858A00	EA	1,122.833333	112,283.33
				1.0	Fiberglass Sleeve, 23x67x30" Deep	1.0		
					18" x 58" Opening			
					4-6 Week lead time			

Total Lines: 3

SUB-TOTAL: 298,960.53

TAX: 0.00

AMOUNT DUE: 298,960.53

U.S. Dollars

Effective July 1, 2024, Colorado imposes a retail delivery fee of \$0.29 on all deliveries by motor vehicle to a location in Colorado with at least one item of tangible personal property subject to state sales or use tax. The fee will be assessed at the time of shipment and included on your invoice.

City Council Agenda Item Report

Meeting Date: December 10, 2024

Submitted By: Teisha Wilson

Submitting Department:

Item Type: Action Item

Agenda Section: Consent Agenda

Subject:

Approve the 2025 City Council Meeting Schedule

Suggested Action:

Attachments:

[2025 Meeting Schedule.pdf](#)



Lehi City Council 2025 Meeting Schedule

1st Tuesday of each month - Work Session 4:00 p.m.

2nd and 4th Tuesday - Pre-Council 5:30 p.m., Regular Session 7:00 p.m.

Held in the Lehi City Council Chambers, located at 153 North 100 East, Lehi, Utah.

January 7, 2025 Work Session

January 14, 2025 City Council

January 28, 2025 City Council

February 4, 2025 Work Session

February 11, 2025 City Council

February 25, 2025 City Council

March 11, 2025 City Council

March 25, 2025 City Council

April 8, 2025 City Council

April 22, 2025 City Council

May 6, 2025 Work Session

May 13, 2025 City Council

May 27, 2025 City Council

June 3, 2025 Work Session

June 10, 2025 City Council

July 1, 2025 Work Session

July 8, 2025 City Council

July 22, 2025 City Council

August 5, 2025 Work Session

August 26, 2025 City Council

September 2, 2025 City Council

September 9, 2025 City Council

September 23, 2025 City Council

October 7, 2025 Work Session

October 14, 2025 City Council

October 28, 2025 City Council

*November 18, 2025 City Council and
Election Canvass *this is the 3rd Tuesday

December 2, 2025 Work Session

December 9, 2025 City Council

This schedule is subject to change

Please see the [Upcoming Events](#) page to confirm meeting dates and times

Cancelled Meeting Dates

March 4th State Caucus Meetings

April 1st Spring Break

June 24th Round-Up Celebration Week

August 12th Primary Election

November 4th Election Day

November 11th Veterans Day

November 25th Week of Thanksgiving

December 23th Week of Christmas

- Public is invited to attend all City Council Meetings
- In compliance with the Americans with Disabilities Act, persons in need of special accommodations should contact the City Recorder at 768-7100 ext. 2269.
- This notice has been properly posted and a copy provided to the local news media.

City Council Agenda Item Report

Meeting Date: December 10, 2024

Submitted By: Teisha Wilson

Submitting Department:

Item Type: Resolution

Agenda Section: Consent Agenda

Subject:

Consideration of Resolution #2024-61 approving an Amendment to the Water Infrastructure Development and Cost Sharing Agreement with Geneva Rock Products.

Suggested Action:

Attachments:

[Resolution-Amendment to the Water Infrastructure and Cost Sharing Agreement \(Geneva\).docx](#)

[Water Infrastructure Dev. and Cost Sharing Agmt - Amended Nov 2024 \(PROPOSED\).pdf](#)



RESOLUTION NO. 2024-__

A RESOLUTION OF THE LEHI CITY COUNCIL APPROVING AN AMENDMENT TO THE
WATER INFRASTRUCTURE DEVELOPMENT AND COST SHARING AGREEMENT WITH
GENEVA ROCK PRODUCTS INC.

WHEREAS, Geneva Rock Products Inc. (“Geveva”) is the owner of land within Salt Lake County, Utah that on August 31, 2020, was annexed into Lehi City;

WHEREAS, in April of 2023 the City entered into a Water Infrastructure Development and Cost Sharing Agreement (“Agreement”) with Geneva;

WHEREAS, the parties desire to amend the Agreement to clarify the rights of Geneva under the agreement;

WHEREAS, on December 10th, 2024, the Lehi City Council held a duly-noticed public meeting to ascertain the facts regarding this matter, which facts and comments are found in the meeting record; and,

WHEREAS, after considering the facts and comments presented to the City Council, the Council finds: (i) that it should approve an amendment to the Agreement with Geneva; 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 amended Agreement between Lehi City and Geneva attached hereto as Exhibit “A” is hereby approved and the Mayor is authorized to execute the amended 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 December, 2024.

LEHI CITY

ATTEST

Mark Johnson, Mayor

Teisha Wilson, City Recorder

EXHIBIT “A”

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

Stoel Rives LLP
Attn: Richard R. Hall
201 S. Main St., Suite 1900
Salt Lake City, Utah 83702

(Space Above For Recorder's Use)

**WATER INFRASTRUCTURE DEVELOPMENT
AND COST SHARING AGREEMENT (AMENDED)**

THIS **WATER INFRASTRUCTURE DEVELOPMENT AND COST SHARING AGREEMENT** (the "**Agreement**") is made and entered into this ____ day of _____, 2023 2024 (the "**Effective Date**"), by and between GENEVA ROCK PRODUCTS INC., a Utah corporation, having a mailing address of 730 North 1500 West, Orem, Utah 84057 ("**Geneva Rock**"), and LEHI CITY, a Utah municipal corporation, having a mailing address of 153 North 100 East, Lehi, Utah 84043 (the "**City**"). Geneva Rock and Lehi City are sometimes referred to herein collectively as the "**Parties**," and individually, a "**Party**."

RECITALS:

- A. WHEREAS, Geneva Rock is the owner of that certain parcel of land located within Salt Lake County, State of Utah, as generally depicted and more particularly described in Exhibit A attached hereto (the "**GR Property**");
- B. WHEREAS, on August 31, 2020 the City signed and recorded the Golding Annexation Agreement related to the annexation of the property into Lehi City and the approval of property to be zoned Transit Oriented Development (TOD);
- C. WHEREAS, the City is a municipal corporation that owns and operates a municipal water system, including certain distribution lines, wells, storage tanks and facilities for these operations (the "**City Water System**").
- D. WHEREAS, the Parties desire to provide for the construction and operation of a one-million gallon culinary water tank, water transmission lines, a pressurized irrigation water well, a pressurized irrigation reservoir, upgrades to the Sandpit Well, and associated facilities as more particularly described and generally depicted on Exhibit B attached hereto and provide for the financing and reimbursement of said improvements, all on the terms and conditions set forth herein.

AGREEMENT:

NOW, THEREFORE, in consideration of the agreements herein, for good and valuable consideration, the sufficiency and adequacy of which is hereby acknowledged, and intending to be legally bound, the following is agreed to by the Parties:

ARTICLE 1

CONSTRUCTION OF THE SYSTEM IMPROVEMENTS

1.1. Construction of the Point of the Mountain Pressurized Irrigation Water Well (the “PI Water Well”), Flight Park Culinary Water Tank (the “Culinary Water Tank”), and Water Transmission Lines together defined as (the “Geneva System Improvements”). Geneva Rock shall provide/obtain all necessary easements, permits, approvals and licenses required to construct the Geneva System Improvements through the normal Lehi City infrastructure development process. Geneva Rock shall design and construct the Geneva System Improvements in accordance with this Article 1.1, and in substantial conformance with the Plans and Laws (as defined herein).

1.1.1. Preparation of Plans. Geneva Rock shall prepare plans and specifications for the Geneva System Improvements (the “**Geneva Plans**”), which Geneva Plans shall be subject to review and approval by the City. The City shall cooperate with Geneva Rock to provide any information that may be required to complete the Geneva Plans, including but not limited to, providing demand data, executing any applications, dedications, easements, or other documentation required to construct the Geneva System Improvements.

1.1.2. Permits and Approvals. Geneva Rock shall process and obtain all permits and approvals from the City and any other governmental authorities required to construct the Geneva System Improvements in accordance with the Geneva Plans. Geneva Rock shall provide payment and performance bonds to guarantee such construction and the payment of all construction costs arising thereunder, to the extent required by the City and/or other governmental authorities.

1.1.3. Construction Costs. Geneva Rock shall select the lowest responsible bidder (as determined by Geneva Rock in its reasonable discretion) as the contractor to perform any work on the Geneva System Improvements. Upon request, Geneva Rock will provide to the City copies of all contracts with design professionals, contractors, subcontractors, and suppliers relating to the System Improvements.

1.1.4. Compliance with Laws. Geneva Rock shall comply with all permits and authorizations issued in connection with the work and all other governmental laws, ordinances, rules, regulations and requirements (collectively, “**Laws**”) in connection with the construction of the Geneva System Improvements.

1.1.5. PI Water Well Construction and Completion. Geneva Rock anticipates that construction of the PI Water Well pumphouse improvements will begin in the summer of 2023, and expects that the construction will be completed by the spring-winter of 2024.

PI Water Well improvements will be considered “complete” after City staff has determined that they are operationally acceptable and able to pump into the City Water System.

1.1.6. Culinary Water Tank Construction and Completion. Geneva Rock anticipates that construction of the Culinary Water Tank will begin in the summer 2023 and expects that the construction will be completed by the spring/summer/fall of 2024. The Culinary Water Tank will be considered “complete” after City staff have determined that it is operationally acceptable and after the State Department of Environmental Quality, Division of Drinking Water, has issued an “Operating Permit” for that tank.

1.1.7. Water Transmission Lines Construction and Completion. Geneva Rock has proceeded with the construction of the Water Transmission Lines, and expects that construction will be completed by the summer of 2023. The Water Transmission Lines will be considered “complete” after City staff have determined that they are operationally acceptable and able to pump into the City Water System.

1.1.8. Geneva Rock Payment of Costs. Geneva Rock shall pay, in a timely manner, all costs and expenses associated with the construction of the Geneva System Improvements, subject to reimbursement of a portion of the costs by the City in accordance with Article 3.

1.2. Construction of the Flight Park Pressurized Irrigation Reservoir (the “PI Reservoir”) and upgrades for the Sandpit Well and booster station (the “Sand Pit Well”), together defined as (the “City System Improvements”). Lehi City shall design and construct the City System Improvements in accordance with this Article 1.2, and in substantial conformance with the Plans and Law (as defined herein).

1.2.1. PI Reservoir Construction and Completion. City anticipates that the PI Reservoir construction will begin in the summer/fall of 2023, and expects that construction will be completed by the summer-fall of 2024. PI Reservoir construction will be deemed “complete” after City staff have determined that it is operationally acceptable.

1.2.2. Sand Pit Well Upgrade Installation and Completion. City anticipates that the Sand Pit Well upgrades will be installed in the spring/summer of 2023, and expects that these improvements will be tested and may be complete as early as fall 2023. The Sand Pit Well upgrades will be deemed “complete” after City staff have determined that they are operationally acceptable and have been acceptably operating for three months.

1.2.3. City Payment of Costs. City shall pay all costs and expenses associated with the construction of PI Reservoir and Sand Pit Well upgrades, subject to reimbursement of a portion of the costs by Geneva Rock in accordance with Article 3.

ARTICLE 2

2.1. CONSTRUCTION of ~~Backbone~~ Streets and Utilities. Lehi City will allow Geneva Rock to construct the street and utility improvements for the Vista's at the Point ~~subdivision project~~ prior to the Geneva System Improvements and City System Improvements being completed with the following conditions:

2.1.1. Continued City Lease of Pressurized Irrigation Water. Geneva Rock will continue to lease up to 4.43 acre feet per day (975 gallons/minute) of pressurized irrigation water to Lehi City without interruption during the irrigation season (May 1 through October 1) except for interruptions for reasonable maintenance and repairs until the PI Water Well is constructed, operationally complete and dedicated to the City.

2.1.2. Submission of Backbone Plans and Plats. Geneva Rock and their partners will submit street and utility improvement plans and Backbone Plats to the City without platting individual residential lot lines and will follow the City review and approval process for the Vista's at the Point.

~~2.1.2.2.1.3.~~ Submission of Site Plan for Apartment Buildings. Geneva Rock, ~~or and their partners,~~ will submit site plans that include the streets and utility improvements (the "Apartment Utilities"), ~~similar to Backbone Plats, to the City and will follow the City review and approval process for the Vista's at the Point said site plans. The site plan can be approved for site work including street and utilities. However, no building permits for apartment buildings, clubhouses, or any other structures shall be issued until Apartment Utilities, Geneva System Improvements and City System Improvements are complete operationally complete, accepted and dedicated to the City and able to provide water.~~

2.2. Development and Recordation of First 50 Equivalent Residential Connections. Lehi City will allow Geneva Rock to record final plats for the first 50 Equivalent Residential Units of the Vista's at the Point subdivision subject to item 2.1.1 above, when the Sand Pit Well improvements are complete as defined within Article 1.2.2, and when Geneva Rock has paid \$350,000 to Lehi City for the use of the Sand Pit Well as a culinary water source.

2.3. Development and Recordation of Remaining Subdivision Lots. Lehi City will allow Geneva Rock to record subdivision plats for the remainder of the Vista's at the Point subdivisions when the remaining Geneva System Improvements and City System Improvements are complete and able to provide water to the subdivision.

ARTICLE 3

IMPROVEMENT COSTS AND REIMBURSEMENTS

3.1. Improvement Costs. As used herein, "**Improvement Costs**" mean all costs incurred by Geneva Rock or City relating to the construction of the Geneva System Improvements or City System Improvements, including, but not limited to, design, the preparation of the Plans,

engineering, fees, property costs and costs associated with the processing, permitting and issuance of governmental approvals, site acquisition, insurance and bonding costs and actual construction costs.

3.2. Documentation of the Work Performed. The Geneva Rock Improvement Costs and City Improvement Costs shall be documented by contracts, invoices, receipts, canceled checks, or other appropriate documentation. In the event that either Party is not reasonably satisfied with the documentation delivered to it for any of the prescribed Improvement Costs, or there is a dispute with the amount being requested, that Party shall provide written notice thereof, including a detailed statement of the grounds for such dissatisfaction, within ten (10) business days following receipt of such documentation. Within ten (10) business days from the date of receipt of such written notice of dissatisfaction, requesting Party shall be provided with additional documentation to further substantiate said Improvement Costs.

3.3. Percentage Share. The Improvement Costs of the Geneva System Improvements and City System Improvements (including the respective associated facilities) shall be shared by the Parties in the following amounts and percentages:

- Culinary Water Tank
 - Geneva Rock - 23.3%
 - Lehi City - 76.7%
- Water Transmission Lines
 - Geneva Rock - 100%
- PI Water Well
 - Geneva Rock - 100%
- PI Reservoir
 - Geneva Rock- 17.6%
 - Lehi City- 82.4%
- Sandpit Well Improvement
 - Geneva Rock- \$350,000.00 (defined lump sum)

Geneva Rock and City shall each reimburse the other Party for its portion of the Improvement Costs in accordance with the percentages set forth above (“*Percentage Share*”).

3.4. Timing of Reimbursement. Reimbursement payments to Geneva Rock or City shall be made within twenty (20) business days of the receipt of the written notice of completion of the Geneva System Improvements and City System Improvements. Said notice of completion shall be given by the completing party within ten (10) business days of a System Improvement being complete.

ARTICLE 4

DEDICATION OF THE GENEVA SYSTEM IMPROVEMENTS

4.1. System Improvements Dedication. Within ten (10) business days following the full reimbursement of the City System Improvements Costs by the City, Geneva Rock will dedicate the Geneva System Improvements to the City (the “**Dedication**”). Pursuant to the Dedication, the City shall acquire full title to the Geneva System Improvements, and assume all operational and maintenance costs and obligations associated with the Geneva System Improvements following the date of the Dedication. The City shall incorporate the Geneva System Improvements into the City Water System. In connection with the Dedication, Geneva Rock will grant to the City any necessary easements for access to, and the maintenance and operation of, the Geneva System Improvements.

Indemnification. Following the Dedication, the City agrees to defend, indemnify, and hold Geneva Rock, together with all of its successors in interest, agents, or employees, harmless from and against all liability, loss, or costs incurred, including without limitation reasonable attorney's fees, arising out of, related to, or caused by the City, or its contractors' or agents', acts or omissions to act, use, operation or maintenance of the Geneva System Improvements. Notwithstanding the foregoing, (i) the City shall not be held responsible for liabilities, losses or costs attributable to the negligence or willful misconduct of Geneva Rock or any Geneva Rock's contractors or agents.

ARTICLE 5

GENEVA SYSTEM IMPROVEMENTS CAPACITY

5.1. PI Water Well Capacity Allocation. While the City will own and be responsible for the cost of operation and maintenance of the Geneva System Improvements, the City agrees that it will not allow any additional water rights to be transferred to the PI Water Well without prior written agreement from Geneva Rock. Additionally, Geneva Rock agrees not to move any additional water rights into the PI Water Well without prior written agreement from City.

5.2. PI Water Well Capacity. City shall have full control and discretion over access to and use of the Geneva System Improvements and that capacity from the PI Water Well that has been (or may be) dedicated to City throughout the duration of this Agreement. Geneva Rock shall have the discretionary right to sell remaining water rights from the PI Water Well, provided that said water rights are dedicated to City and water from said PI Water Well is used within City limits as shown in Exhibit C (including City limits that may be expanded to the Utah County / Salt Lake County line).

ARTICLE 6

GENERAL PROVISIONS

6.1. Controlling Law. The interpretation and performance of this Agreement shall be governed by the laws of the State of Utah.

6.2. Liberal Construction. Any general rule of construction to the contrary notwithstanding, this Agreement shall be liberally construed in favor of the grant to effect the purpose of this Agreement. If any provision of this Agreement is found to be ambiguous, an interpretation consistent with the purpose of this Agreement that would render the provision valid shall be favored over any interpretation that would render it invalid.

6.3. Entire Agreement. This Agreement sets forth the entire agreement of the Parties with respect to rights and restrictions created hereby, and supersedes all prior discussions, negotiations, understandings, or agreements relating thereto, all of which are merged herein.

6.4. Successors. The covenants, terms, conditions, and restrictions of this Agreement shall be binding upon, and inure to the benefit of, the Parties hereto and their respective successors and assigns and shall continue as a servitude running in perpetuity with the GR Property and the PH Property.

6.5. Costs and Attorney's Fees. In the event of any legal, equitable or administrative action or proceeding brought by any Party against the other Party under this Agreement, the prevailing Party shall be entitled to recover the reasonable fees of its attorneys, and any costs incurred in such action or proceeding including costs of appeal, if any, in such amount as the court or administrative body having jurisdiction may award.

6.6. Modification. This Agreement shall not be modified except by an instrument in writing signed by the Parties hereto.

6.7. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute one agreement after each of the Parties has executed such a counterpart.

IN WITNESS WHEREOF, the said Parties have executed this Agreement as of the date first written above.

THE CITY:

LEHI CITY,
a Utah municipal corporation

By: _____

Its: _____

Attest:

Teisha Wilson, City Recorder

GENEVA ROCK:

GENEVA ROCK PRODUCTS INC.,
a Utah corporation

By: _____

Its: _____

STATE OF UTAH)
 : ss.
COUNTY OF UTAH)

The forgoing instrument was acknowledged before me this _____ day of _____,
20232024, by _____, the _____ of **GENEVA**
ROCK PRODUCTS INC., a Utah corporation.

NOTARY PUBLIC

EXHIBIT A

General Depiction and Legal Description of the GR Property

[to be inserted]

EXHIBIT B

General Depiction and Description of the Geneva System Improvements and City System Improvements

[to be inserted]

City Council Agenda Item Report

Meeting Date: December 10, 2024

Submitted By: Teisha Wilson

Submitting Department:

Item Type: Resolution

Agenda Section: Consent Agenda

Subject:

Consideration of Resolution #2024-60 approving an Amendment to the Interlocal Cooperation Agreement for the operation of the Utah County Major Crimes Task Force.

Suggested Action:

Attachments:

[Resolution-2024 Amendment to the Major Crimes Task Force Interlocal Cooperation Agreement.docx](#)

[Major Crimes 2024 Amendment \(final\).pdf](#)



RESOLUTION NO. 2024-__

A RESOLUTION OF THE LEHI CITY COUNCIL APPROVING AN AMENDMENT TO THE
INTERLOCAL COOPERATION AGREEMENT FOR THE OPERATION OF THE UTAH
COUNTY MAJOR CRIMES TASK FORCE

WHEREAS, in 2020 the City approved an amended interlocal cooperation agreement (“Agreement”) for the operation of the Utah County Major Crimes Task Force;

WHEREAS, the parties desire to further amend the Agreement to clarify the responsibilities of the parties in the event of potential litigation;

WHEREAS, on December 10th, 2024, the Lehi City Council held a duly-noticed public meeting to ascertain the facts regarding this matter, which facts and comments are found in the meeting record; and,

WHEREAS, after considering the facts and comments presented to the City Council, the Council finds: (i) that it should approve an additional amendment to the Agreement; 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 amended Interlocal Cooperation Agreement attached hereto as Exhibit “A” is hereby approved and the Mayor is authorized to execute the amended 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 December, 2024.

LEHI CITY

ATTEST

Mark Johnson, Mayor

Teisha Wilson, City Recorder

EXHIBIT “A”

AMENDMENT TO INTERLOCAL COOPERATION AGREEMENT

by and between

UTAH COUNTY, UTAH

PROVO CITY

CITY OF OREM

PLEASANT GROVE CITY

AMERICAN FORK CITY

ALPINE CITY

SPANISH FORK CITY

SANTAQUIN CITY

LEHI CITY

SPRINGVILLE CITY

PAYSON CITY

MAPLETON CITY

SALEM CITY

SARATOGA SPRINGS CITY

LINDON CITY

LONE PEAK PUBLIC SAFETY DISTRICT

CITY OF CEDAR HILLS

and

HIGHLAND CITY

Relating to the intergovernmental program
known as the

Utah County Major Crimes Task Force

AMENDMENT TO INTERLOCAL COOPERATION AGREEMENT

AMENDMENT TO UTAH COUNTY AGREEMENT NO. 2020-651, AN INTERLOCAL COOPERATION AGREEMENT, made and entered into by and between UTAH COUNTY, UTAH, a body corporate and politic of the State of Utah, PROVO CITY, CITY OF OREM, PLEASANT GROVE CITY, AMERICAN FORK CITY, ALPINE CITY, SPANISH FORK CITY, SANTAQUIN CITY, LEHI CITY, SPRINGVILLE CITY, PAYSON CITY, MAPLETON CITY, SALEM CITY, SARATOGA SPRINGS CITY, LINDON CITY, CITY OF CEDAR HILLS, and HIGHLAND CITY, all municipal corporations, and LONE PEAK PUBLIC SAFETY DISTRICT.

WITNESSETH:

WHEREAS, pursuant to the provisions of the Interlocal Cooperation Act, Title 11, Chapter 13, Utah Code Annotated, 1953 as amended, the above public agencies, including political subdivisions of the State of Utah as therein defined, have entered into an interlocal cooperation agreement to provide joint or cooperative law enforcement services between or among public agencies that are each authorized by law to provide those services as the Utah County Major Crimes Task Force, as most recently provided in Utah County Agreement No. 2020-651, (the Agreement; attached hereto and hereby incorporated by this reference); and

WHEREAS, the parties to the Agreement desire to amend the Agreement;

NOW, THEREFORE, THE AGREEMENT IS HEREBY AMENDED AS FOLLOWS:

1. This amendment to the Agreement shall become effective and shall enter into force, within the meaning of the Interlocal Cooperation Act upon the submission of this amendment to, and the approval and execution hereof by the executive power or legislative body of all of the signatories to the Agreement. This amendment shall not become effective until it has been

reviewed as to proper form and compliance with applicable law by an attorney for each of the signatories to the Agreement. Prior to becoming effective, this amendment shall be filed with the person who keeps the records of each of the parties hereto. All parties hereto agree that the provisions of the Agreement unaffected by this amendment hereby shall remain in full force and effect.

2. Section 1 of the Agreement shall be amended to change the termination date to December 31, 2029.

Section 2 of this Agreement shall be amended as follows:

“Section 2. Administration of Agreement.

The parties to this Agreement do not contemplate nor intend to establish a separate legal entity under the terms of this Interlocal Cooperation Agreement. The parties to this Agreement do agree, pursuant to Section 11-13-207, Utah Code Annotated, 1953, as amended, to establish a joint administrative board responsible for administering the joint undertaking to be known as the Utah County Major Crimes Task Force, hereinafter referred to as the Task Force. The Administrative Board shall consist of one representative from each party to this Agreement and the Utah County Attorney. The appointed representatives shall serve at the pleasure of the governing body of the respective parties to this Agreement. Each member of the Administrative Board shall be allowed one vote and all matters shall be determined, after appropriate discussion, by majority vote. The Administrative Board shall adopt such rules and procedures regarding the orderly conduct of its meetings and discussions, including the frequency and location of meetings, as it shall deem necessary and appropriate.

The Administrative Board shall appoint one peace officer to act as the Task Force Director and one peace officer to act as Field Supervisor for Task Force operations. The

Administrative Board shall also appoint six members to act as the Executive Board in addition to the Utah County Attorney who shall be a permanent member of the Executive Board. The duties of the Executive Board shall be to execute and carry out policies established by the Administrative Board and to establish policies and procedures for the day to day operations of the Task Force. The Executive Board shall report to the Administrative Board at least monthly. Appointed members of the Executive Board may be removed at any time by a majority vote of the Administrative Board.

The CITY OF OREM is appointed by the parties to this Agreement as the financial department for the Task Force. The CITY OF OREM shall oversee the accountability of the Task Force, including the budget. Monies paid to the Task Force shall be deposited with and accounted for by the CITY OF OREM. Funds shall be audited in accordance with standard financial procedures and regularly established laws relating to audit and management of public funds. The CITY OF OREM shall facilitate and make available checking accounts and procurement procedures.

In addition to the above administration, the Utah County Attorney's Office is designated as the entity which will provide legal advice on civil matters related to Task Force operations. Since a separate entity is not created pursuant to this Agreement, in the event a member law enforcement officer or their employing agency becomes the subject of a claim or lawsuit arising out of Task Force investigations and or operations, the individual law enforcement officer or his employing agency will be required to defend itself. If any law enforcement officer(s) from any member agency becomes the subject of a claim or lawsuit arising out of Task Force operations and/or investigations (hereinafter Defendant(s)), each Defendant or their subject agency shall immediately notify the Executive Board upon receipt of a Notice of Claim,

Summons and Complaint, or other request for compensation (whichever is received first). No Defendant will enter into a settlement of, or attend mediation for, all or a portion of the claim (official claim or otherwise) or lawsuit without first promptly, and at least two weeks prior to entering into the settlement of all or a portion of the claim or lawsuit, notify all other Defendant(s) of the same claim (including their employing government agencies if the agency is not a named party) and the Executive Board of the terms and conditions of the proposed settlement. All notified Defendant(s) and all parties to this agreement (including their employing government agencies if the agency is not a named party) shall keep the proposed settlement confidential and will not disclose the terms and conditions thereof except to their respective attorneys, insurers, and officials, as necessary, to evaluate the proposed settlement. No party shall have authority over any settlement or have any authority to otherwise direct any negotiations, litigation or any claim or lawsuit of any other party. However, Defendants shall attempt to coordinate and agree on a total sum of any claim or settlement and a cost allocation between each Defendant. Upon notification as described in this section, the Executive Board shall, as soon as practicable, meet together to discuss any and all notices of claim, pending litigation, and/or proposed settlements.

The parties hereto agree that the secretary assigned to do work for the Task Force will be a full-time employee of the CITY OF OREM. Orem employee(s) assigned to the Task Force shall exercise control and supervision over the secretary and shall be responsible for conducting his or her employee evaluations. The Task Force secretary shall be subject to the personnel policies and procedures of the CITY OF OREM. The Task Force secretary shall be classified as a “Secretary” under Orem’s personnel classification system and shall receive all compensation and benefits normally associated with that classification.

The parties hereto agree to reimburse the CITY OF OREM for all costs associated with the employment of the Task Force secretary, including salary, benefits, workers' compensation and unemployment compensation. The CITY OF OREM shall participate in its pro rata share of the costs. The parties hereto also agree to indemnify and hold the CITY OF OREM harmless from and against any claim, action or damages arising out of the employment of the Task Force secretary. The intent of this paragraph is to make the CITY OF OREM completely whole so that it is not required to pay more than its normal pro rata share of all costs associated with the employment of the Task Force secretary, whether those costs be the routine costs of employment, or costs incurred due to claims or actions brought by, against, because of, or related to the Task Force secretary. The CITY OF OREM shall not have any obligation to retain the secretary or provide other employment for the secretary in the event that the Task Force dissolves, the position is eliminated, or the person is terminated from that position.

The parties hereto agree that when officers are acting under the direction of the Administrative Board, Executive Board, Task Force Director, or Field Supervisor, they are functioning in a "Task Force operation."

If a member jurisdiction wishes to request that the Task Force take over an investigation, the member's chief of police shall submit a request in writing to the Task Force Director of the Task Force. The request shall include: [1] the date of the request; [2] an explanation concerning how the proposed investigation fits within the purposes of the Task Force; and [3] the person(s) and/or crime(s) to be investigated. If the Task Force Director determines that the Task Force should take over the proffered investigation, he shall sign the acceptance portion of the request and affix the date and time of his signature. The investigation shall become a "Task Force operation" upon the Task Force Director's execution of the acceptance.

Any assistance provided by Task Force officers to a member jurisdiction outside the scope of a written request shall not be governed by this Agreement.

The parties hereto agree that when officers are functioning in a Task Force operation not within the officers' home jurisdiction, but within the jurisdiction of a member city, the officers are not required to notify the member city of their presence. Prior to entering a non-member city, officers shall notify the non-member city of their intentions to enter that non-member city."

3. This amendment may be executed in one or more counterparts, all of which together shall be considered one and the same amendment. All other provisions of the Agreement not expressly changed in this Amendment shall remain the same and in full force and effect.

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

UTAH COUNTY

Authorized by Resolution No. _____, authorized and passed on the _____ day of _____, 2024.

BOARD OF COUNTY COMMISSIONERS

UTAH COUNTY, UTAH

Brandon B. Gordon, Chairman

ATTEST: Aaron R. Davidson Reviewed as to proper form and compliance with
Utah County Clerk applicable law.

By: _____
Deputy Clerk

By: _____
Deputy Utah County Attorney

PROVO CITY

Authorized by Resolution No. _____, authorized and passed on the _____
day of _____, 2024.

MAYOR

ATTEST:

Reviewed as to proper form and compliance
with applicable law.

CITY RECORDER

CITY ATTORNEY

CITY OF OREM

Authorized by Resolution No. _____, authorized and passed on the _____
day of _____, 2024.

MAYOR

ATTEST:

Reviewed as to proper form and compliance
with applicable law.

CITY RECORDER

CITY ATTORNEY

PLEASANT GROVE CITY

Authorized by Resolution No. _____, authorized and passed on the _____
day of _____, 2024.

MAYOR

ATTEST:

Reviewed as to proper form and compliance
with applicable law.

CITY RECORDER

CITY ATTORNEY

AMERICAN FORK CITY

Authorized by Resolution No. _____, authorized and passed on the _____
day of _____, 2024.

MAYOR

ATTEST:

Reviewed as to proper form and compliance
with applicable law.

CITY RECORDER

CITY ATTORNEY

ALPINE CITY

Authorized by Resolution No. _____, authorized and passed on the _____
day of _____, 2024.

MAYOR

ATTEST:

Reviewed as to proper form and compliance
with applicable law.

CITY RECORDER

CITY ATTORNEY

SPANISH FORK CITY

Authorized by Resolution No. _____, authorized and passed on the _____
day of _____, 2024.

MAYOR

ATTEST:

Reviewed as to proper form and compliance
with applicable law.

CITY RECORDER

CITY ATTORNEY

SANTAQUIN CITY

Authorized by Resolution No. _____, authorized and passed on the _____
day of _____, 2024.

MAYOR

ATTEST: Reviewed as to proper form and compliance
with applicable law.

CITY RECORDER

CITY ATTORNEY

LEHI CITY

Authorized by Resolution No. _____, authorized and passed on the _____
day of _____, 2024.

MAYOR

ATTEST:

Reviewed as to proper form and compliance
with applicable law.

CITY RECORDER

CITY ATTORNEY

SPRINGVILLE CITY

Authorized by Resolution No. _____, authorized and passed on the _____
day of _____, 2024.

MAYOR

ATTEST: Reviewed as to proper form and compliance
with applicable law.

CITY RECORDER

CITY ATTORNEY

PAYSON CITY

Authorized by Resolution No. _____, authorized and passed on the _____
day of _____, 2024.

MAYOR

ATTEST:

Reviewed as to proper form and compliance
with applicable law.

CITY RECORDER

CITY ATTORNEY

MAPLETON CITY

Authorized by Resolution No. _____, authorized and passed on the _____
day of _____, 2024.

MAYOR

ATTEST:

Reviewed as to proper form and compliance
with applicable law.

CITY RECORDER

CITY ATTORNEY

SALEM CITY

Authorized by Resolution No. _____, authorized and passed on the _____
day of _____, 2024.

MAYOR

ATTEST:

Reviewed as to proper form and compliance
with applicable law.

CITY RECORDER

CITY ATTORNEY

HIGHLAND CITY

Authorized by Resolution No. _____, authorized and passed on the _____
day of _____, 2024.

MAYOR

ATTEST:

Reviewed as to proper form and compliance
with applicable law.

CITY RECORDER

CITY ATTORNEY

SARATOGA SPRINGS CITY

Authorized by Resolution No. _____, authorized and passed on the _____
day of _____, 2024.

MAYOR

ATTEST:

Reviewed as to proper form and compliance
with applicable law.

CITY RECORDER

CITY ATTORNEY

LINDON CITY

Authorized by Resolution No. _____, authorized and passed on the _____
day of _____, 2024.

MAYOR

ATTEST:

Reviewed as to proper form and compliance
with applicable law.

CITY RECORDER

CITY ATTORNEY

LONE PEAK PUBLIC SAFETY DISTRICT

Authorized by Resolution No. _____, authorized and passed on the _____
day of _____, 2024.

ITS:

ATTEST:

Reviewed as to proper form and compliance
with applicable law.

DISTRICT SECRETARY

ATTORNEY for District

CITY OF CEDAR HILLS

Authorized by Resolution No. _____, authorized and passed on the _____
day of _____, 2024.

MAYOR

ATTEST:

Reviewed as to proper form and compliance
with applicable law.

CITY RECORDER

CITY ATTORNEY

City Council Agenda Item Report

Meeting Date: December 10, 2024

Submitted By: Teisha Wilson

Submitting Department:

Item Type: Resolution

Agenda Section: Regular Agenda

Subject:

Consideration of Resolution #2024-62 approving the City's Application to the Broadband Infrastructure Grant Program.

Suggested Action:

Attachments:

[Res 2024-62.docx](#)

[BEAD Commitment Letter.docx](#)



RESOLUTION NO. 2024-62

A RESOLUTION OF THE LEHI CITY COUNCIL APPROVING THE CITY'S APPLICATION TO THE BROADBAND INFRASTRUCTURE GRANT PROGRAM FUNDED BY THE BROADBAND, EQUITY, ACCESS AND DEPLOYMENT ("BEAD") PROGRAM AND ADMINISTERED BY THE NATIONAL TELECOMMUNICATIONS AND INFORMATION ADMINISTRATION ("NTIA")

WHEREAS, the City currently has 200-300 locations currently eligible for BEAD funding.

WHEREAS, in order to accept BEAD funding, the City must offer a low-cost option to residents who apply and qualify for the low cost option.

WHEREAS, the City must also commit to matching the funding received at a minimum of 25%.

WHEREAS, after considering the facts and comments presented to the City Council, the Council finds: (i) that it should approve the City's application for BEAD funding; 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 commitment letter attached hereto as Exhibit "A" is hereby approved and the Mayor is authorized to execute the letter 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 December, 2024.

LEHI CITY

ATTEST

Mark Johnson, Mayor

Teisha Wilson, City Recorder

EXHIBIT “A”



December 9, 2024

Utah Broadband Center, Governor's Office of Economic Opportunity
60 East South Temple, Suite 300
Salt Lake City, UT 84111-1041

Subject: Commitment Letter for BIG BEAD Program

Dear Rebecca Dilg,

On behalf of Lehi City, I am writing to confirm our commitment to the Broadband Infrastructure Grant (BIG) Program in Utah that is funded by the Broadband, Equity, Access, and Deployment (BEAD) program from the National Telecommunications and Information Administration (NTIA).

We affirm that:

1. **Qualification to Meet Obligations:** Lehi City is fully qualified to implement and complete this project, with the necessary expertise and operational capabilities.
2. **Availability of Funds:** We have reviewed the NTIA Letter of Credit Waiver and Performance Bond guidance issued on October 10, 2023; Lehi City will provide the necessary financial documentation prior to award.
3. **Compliance:** We are committed to meeting all BEAD Program requirements and milestones and will fulfill all obligations promptly and effectively.

This commitment has been approved by our governing board, and our legal and accounting departments confirm full compliance with all applicable standards.

We appreciate your consideration and are eager to contribute to expanding broadband access. Please feel free to reach out for any additional information.

Sincerely,

Mayor Mark Johnson
Lehi City

City Council Agenda Item Report

Meeting Date: December 10, 2024

Submitted By: Brittney Harris

Submitting Department: Planning Division

Item Type: Action Item

Agenda Section: Regular Agenda

Subject:

Consideration of approval for the Sunrise Office Building Condominium Conversion including 5 units located at 573 West Sunrise Way.

Suggested Action:

Attachments:

[CC Staff Report Sunrice Office Condo Plat 12.10.24.docx](#)

[Sunrise Office Condo Plat DRC 11.20.24.docx](#)

[Sunrise Office Condo Plat.pdf](#)

SUNRISE OFFICE CONDO PLAT CITY COUNCIL REPORT

Applicant	Andrew Evans		
Meeting Date	December 10, 2024		
Requested Action/Purpose	Approval of a condo conversion		
Location	573 West Sunrise Way		
Project Area	1.3 acres		
Existing Zoning	PC (Planned Community)		
General Plan Land Use Designation	C (Commercial)		
Adjacent Zoning and Land Use	North	PC(HDR)	Undeveloped
	South	SR-92	SR-92
	East	PC(MU)	Future commercial
	West	PC (HDR)	Undeveloped
Date of DRC Review	November 20, 2024		
Assigned Planner	Brittney Harris		
REQUIRED ACTION			
City Council	Final approval		

APPLICABLE DEVELOPMENT CODE REGULATIONS

Section 11.310. Condominium Plats.

- A. Reference is made to Section 57-8 Utah Code for definition and specific requirements.
- B. Building permits for condominium units may be issued following approval of the final plat by the City Council as provided by this Code. The building permit will be issued based upon a certified architectural plan of the building elevation and floor plans as approved by the Chief Building Official.
- C. All condominium plats shall be filed in the office of the Utah County Recorder following completion of construction and before acceptance of improvements.

PROPERTY HISTORY

May 27, 1999	Property came into the City as part of the Low Hills Annexation
April 13, 2016	City Council approved the Central Bank Subdivision creating this lot
March 20, 2024	DRC approved the Sunrise Office Building Site Plan

REPORT ANALYSIS

The applicant requests approval of a condo conversion for the Sunrise office building that is currently under construction. The DRC approved the Site Plan earlier this year.

The request is to condominiumize the building into five individual units. This will allow for individual ownership of the units within the office complex.

The DRC reviewed the proposed condo plat and had five redline comments including minor changes to the plat to meet City and County requirements. Please include all DRC comments in your motion.

POSSIBLE MOTIONS AND FINDINGS

The City Council may move to approve or approve with modifications the proposed condo conversion. Any motion should include findings. Possible findings include:

1. The proposed condo conversion meets the requirements of the Lehi City Development Code regarding conversion approvals.
2. The proposed subdivision conforms/does not conform with the goals and policies of the General Plan.
3. Other findings based upon information presented at the public hearing.

**Sunrise Office Condo Plate
DRC Redline Comments**

Andrew Evans- requests review of the Sunrise Office Building Condo Plat including 5 units located at 573 Sunrise Way

DRC Members Present: Glade Kirkham, Garion Rowett, Ryan Allred, Shelby Brewer, Kim Struthers, Gary Smith, Gary Ellis, James Farnsworth

Assigned Planner: Brittney Harris

Representatives of the Applicant Present: Andrew Evans and David Jenkins

Date of Plans Reviewed: 11/13/24

Time Start: 2:08pm

Time End: 2:14pm

DRC REDLINE COMMENTS:

Glade – Power:

1. Remove 2' TM easement- not on original construction docs. Not part of TM HOA.

Garion – Fire: No comments

Ryan – Water/Sewer: No comments

James – Parks: No comments

Gary S. – Building/Inspections: No comments

Shelby – Public Works: No comments

Gary E.– Engineering:

2. Relabel as 10' PU&RCE

Kim – Planning:

3. Include the parcel address on the plat
4. Seems like a lot of empty space in the title block. Move up so the Planning Commission Approval box can be included in here?
5. Use standard Lehi plat template, which includes a larger County Recorder box in the title block

PRECON MEETING REQUIRED? (NONE)

PRIOR TO RECORDING OF PLAT:

1. Provide a Mylar of the final plat for recording with the owners notarized signature(s).
2. Include surveyor's and engineer's stamps and signatures on the plat.
3. Provide a signed original copy of the CC&Rs to record with the plat (to be reviewed by City Attorney).

DRC GENERAL COMMENTS:

1. On the power, developer will install conduit; Lehi City Power will install all other required power infrastructure shown on the plans and charge the developer for the costs. These costs are separate from power impact fees that are paid with the building permit.
2. Developer is responsible to purchase, move or remove any existing RMP facilities.
3. Developer is responsible to furnish adequate rights of way or easements for construction of off-site power line extensions.
4. Once approved by the Planning Commission or City Council (whichever is applicable) plans may be submitted for check-off. Check-off plans consist of one 24x36 set of plans submitted to the Planning Department. When changes need to be made to a check-off set, revise the affected sheets only. Each new submittal will require a revision date on each new sheet.
5. Prior to the pre-construction meeting, Lehi City Staff will make copies of plans for the meeting from the check-off set and the developer will pay fees for the copies.
6. All signage will require a separate review and approval process
7. All required private improvements (except private landscaping) shall be completed prior to the certificate of occupancy being granted.

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.

8. The approval of a development shall be effective for a period of two (2) years from the date the development is approved by the Planning Commission or City Council, whichever is applicable.
9. Approved vehicle access for firefighting shall be provided to all construction or demolition sites. Vehicle access shall be provided to within 100 feet of temporary or permanent fire department connections. Vehicle access shall be provided by either a twenty (20) foot minimum width temporary or permanent road, capable of supporting vehicle loading under all weather conditions. Vehicle access shall be kept clear of all fencing, barricades, dumpsters, vehicles, construction materials and debris and maintained until permanent fire apparatus access roads are available.

THIS ITEM WILL BE SCHEDULED FOR CITY COUNCIL ON DECEMBER 10th

PLANNER REMEMBER TO SEND PLAN SET TO POWER

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.

SUNRISE OFFICE CONDOMINIUM PLAT

VACATING LOT 2 OF CENTRAL BANK SUBDIVISION
FINAL PLAT
LOCATED IN THE SOUTHEAST QUARTER OF SECTION 32,
TOWNSHIP 4 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN
LEHI CITY, UTAH COUNTY, UTAH
PLANNED COMMUNITY (PC) ZONING

NORTHEAST CORNER
SECTION 32
T4S, R1E, SLB&M
FOUND 3" BRASS CAP

N 89°56'57" E, BASIS OF BEARING
(N 89°57'07" E, 2655.65' UTAH COUNTY)
2655.65' (MEASURED)
323.18'

SOUTH 471.36'

NORTH QUARTER CORNER
SECTION 32
T4S, R1E, SLB&M
BM ELEV = 4885.74'
FOUND 3" BRASS CAP

Enbridge Gas Utah - Note with an existing natural gas easement:
Questar Gas Company, dba Enbridge Gas Utah, hereby approves this plat solely for the purposes of
approximating the location, boundaries, course and dimensions of the rights-of-way and easements
grants and existing underground facilities. Nothing herein shall be construed to warrant or verify the
precise location of such items. The rights-of-way and easements are subject to numerous restrictions
appearing on the recorded Right-of-Way and Easement Grant(s). Enbridge Gas Utah may require
additional easements in order to serve this development. This approval does not constitute abrogation
or waiver of any other existing rights, obligations or liabilities provided by law or equity. This approval
does not constitute acceptance, approval or acknowledgment of any terms contained in the plat,
including those set forth in the Owner Dedication or in the Notes, and does not constitute a guarantee
of particular terms or conditions of natural gas service. For further information please contact Enbridge
Gas Utah's Right-of-Way Department at 800-366-6532.

NOTES

- ALL FRONT LOT CORNERS TO HAVE A RIVET SET ON TOP OF CURB ON PROLONGATION OF EACH LOT LINE.
- THIS AREA IS SUBJECT TO THE NORMAL EVERYDAY SOUNDS, ODORS, SIGHTS, FACILITIES AND ASPECTS ASSOCIATED WITH AN AGRICULTURAL LIFESTYLE. RESIDENTS SHOULD ALSO RECOGNIZE THE RISKS INHERENT WITH LIVESTOCK.

LEGEND

	SECTION CORNER
	EXISTING MONUMENT
	SET ENSIGN REBAR AND CAP
	SECTION LINE
	CENTERLINE
	PROPERTY LINE
	EASEMENT LINE
	FIRE HYDRANT
	PRIVATE AREA
	COMMON AREA

LAND USE TABLE		
BUILDING AREA	= 0.265 AC	21%
ROADWAYS	= 0.000 AC	0%
COMMON AREA	= 1.013 AC	79%
TOTAL AREA	= 1.278 AC	100 %
CURRENT ZONE: PC		

OWNER
573 SUNRISE, LLC
3576 W 1775 S
SYRACUSE, UT 84075



SANDY
45 W 10000 S, Suite 500
Sandy, UT 84070
Phone: 801.255.0529
WWW.ENSIGNENG.COM

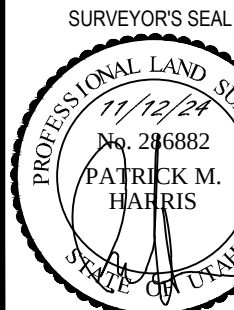
LAYTON
Phone: 801.547.1100
TODDLE
Phone: 435.843.3590
CEDAR CITY
Phone: 435.865.1463
RICHFIELD
Phone: 435.896.2863

SHEET 1 OF 2

PROJECT NUMBER : 12769A
MANAGER : DAJ
DRAWN BY : KFW
CHECKED BY : PUH
DATE : 11/12/24

PLANNING COMMISSION APPROVAL

APPROVED THIS _____ DAY OF _____
A.D. _____ BY THE LEHI CITY PLANNING COMMISSION.
CHAIRMAN, PLANNING COMMISSION



NOTARY PUBLIC SEAL

CITY ENGINEER'S SEAL

CLERK-RECORDER SEAL

SURVEYOR'S CERTIFICATE

I, PATRICK M. HARRIS, do hereby certify that I am a Professional Land Surveyor, and that I hold License No. 266882 as prescribed under laws of the State of Utah. I further certify that by authority of the Owners, I have made a survey of the tract of land and the following description correctly describes the land surface upon which has been or will be constructed, hereafter to be known as SUNRISE OFFICE CONDOMINIUM PLAT, a Utah condominium project. In accordance with the Utah Condominium Ownership Act, I further certify that the condominium plat for said project is accurate and complies with the provision of Section 57-8-13 (1) of the Utah Condominium Ownership Act. Reference markers as shown on this plat are located as shown and are sufficient to readily retrace or re-establish this survey.

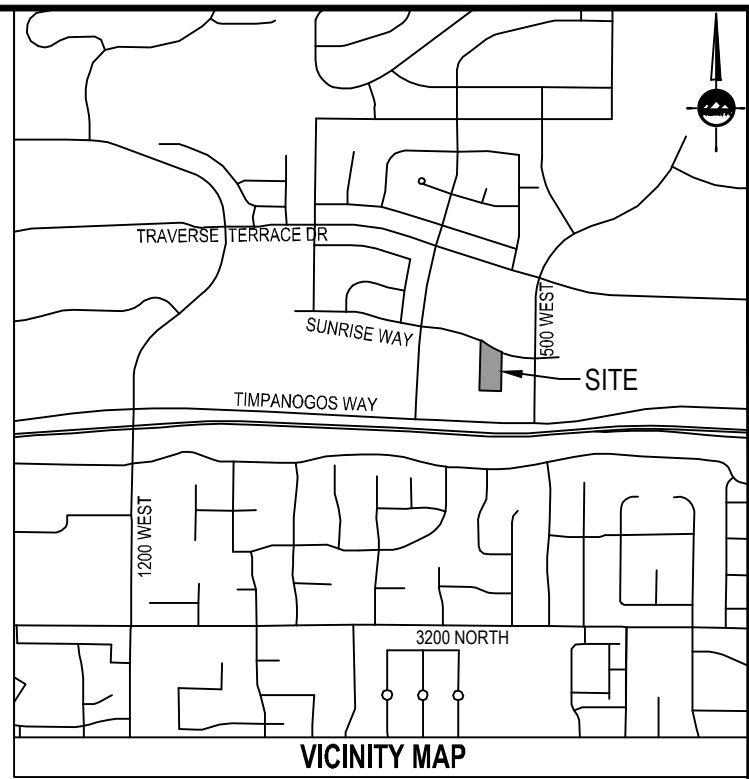
BOUNDARY DESCRIPTION

All of Lot 2 of the Central Bank Subdivision, recorded as Entry No. 14279-2017 and Map Filing No. 15408 in the Office of the Utah County Recorder, being more particularly described as follows:

Beginning at a point on the southerly right-of-way line of Sunrise Way, said point being North 89°56'57" East 323.78 feet along the section line and South 471.36 feet from the North Quarter Corner of Section 32, Township 1 South, Range 4 East, Salt Lake Base and Meridian; and running

thence South 00°39'53" East 278.37 feet;
thence North 87°42'48" West 174.47 feet;
thence North 00°39'53" West 374.42 feet to the southerly right-of-way line of Sunrise Way;
thence along said southerly right-of-way line the following two (2) courses:
(1) Southeastery 27.68 feet along the arc of a 457.48 foot radius curve to the right (center bears South 35°22'18" West and the chord bears South 52°50'56" East 27.67 feet with a central angle of 03°23'32");
(2) Southeastery 176.80 feet along the arc of a 533.91 foot radius curve to the left (center bears North 38°50'49" East and the chord bears South 60°38'22" East 175.99 feet with a central angle of 18°58'23") to the point of beginning.

Contains 55,685 Square Feet or 1.278 Acres



DATE _____ PATRICK M. HARRIS
LICENSE NO. 266882

OWNER'S DEDICATION

Known all people by these presents that I / we, the undersigned owner(s) of the above described tract of land, having caused same to be subdivided, hereafter known as the

SUNRISE OFFICE CONDOMINIUM PLAT

do hereby dedicate the streets, easements and other public areas as indicated hereon for the perpetual use of the public. In witness whereof I / we have hereunto set our hand (s) this _____ day of _____ A.D., 20____.

By: _____
He: _____

LIMITED LIABILITY ACKNOWLEDGMENT

STATE OF _____ } S.S.
COUNTY OF _____ }
ON THE _____ DAY OF _____, A.D. 20____, _____ PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, IN AND FOR SAID COUNTY OF _____, IN SAID STATE OF UTAH, WHO AFTER BEING DULY SWORN, ACKNOWLEDGED TO ME THAT HE/SHE IS THE _____ OF _____, A LIMITED LIABILITY COMPANY AND THAT _____ SIGNED THE OWNER'S DEDICATION FREELY AND VOLUNTARILY FOR AND IN BEHALF OF SAID LIMITED LIABILITY COMPANY FOR THE PURPOSES THEREIN MENTIONED AND ACKNOWLEDGED TO ME THAT SAID LIMITED LIABILITY COMPANY EXECUTED THE SAME.
MY COMMISSION EXPIRES: _____

NOTARY PUBLIC
RESIDING IN _____ COUNTY

ACCEPTANCE BY LEGISLATIVE BODY

THE CITY COUNCIL OF LEHI, COUNTY OF UTAH, APPROVES THIS SUBDIVISION SUBJECT TO THE CONDITIONS AND RESTRICTIONS HEREON, AND HEREBY ACCEPTS THE DEDICATION OF ALL STREETS, EASEMENTS AND OTHER PARCELS OF LAND INTENDED FOR PUBLIC PURPOSES FOR THE PERPETUAL USE OF THE PUBLIC.

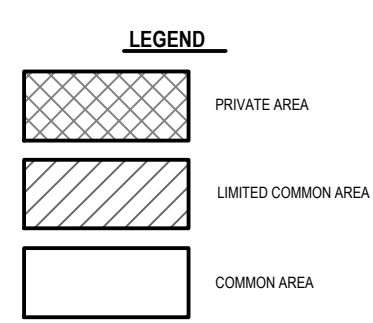
THIS _____ DAY OF _____, A.D. 20____

MAYOR _____ ATTEST: _____
CLERK/RECORDER
(SEE SEAL BELOW)

SUNRISE OFFICE CONDOMINIUM PLAT

VACATING LOT 2 OF CENTRAL BANK SUBDIVISION
LOCATED IN THE SOUTHEAST QUARTER OF SECTION 32,
TOWNSHIP 4 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN
LEHI CITY, UTAH COUNTY, UTAH

**VACATING UNIT 2 OF CENTRAL BANK SUBDIVISION
FINAL PLAT**
LOCATED IN THE SOUTHEAST QUARTER OF SECTION 32,
TOWNSHIP 4 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN
LEHI CITY, UTAH COUNTY, UTAH
PLANNED COMMUNITY (PC) ZONING



OWNER
573 SUNRISE, LLC
3576 W 1775 S
SYRACUSE, UT 84075



SANDY
45 W 10000 S, Suite 500
Sandy, UT 84070
Phone: 801.255.0529
WWW.ENSIGNENG.COM

LAYTON
Phone: 801.547.1100

TOOELE
Phone: 435.843.3550

CEDAR CITY
Phone: 435.865.1453

RICHFIELD
Phone: 435.896.2963

SHEET 2 OF 2

PROJECT NUMBER : 12769A
MANAGER : DAJ
DRAWN BY : KFW
CHECKED BY : PMH
DATE : 11/13/24

SUNRISE OFFICE CONDOMINIUM PLAT

VACATING UNIT 2 OF CENTRAL BANK SUBDIVISION
 LOCATED IN THE SOUTHEAST QUARTER OF SECTION 32,
 TOWNSHIP 4 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN
 LEHI CITY, UTAH COUNTY, UTAH

SURVEYOR'S SEAL	NOTARY PUBLIC SEAL	CITY ENGINEER'S SEAL	CLERK-RECORDER SEAL
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City Council Agenda Item Report

Meeting Date: December 10, 2024

Submitted By: Katie Bussell

Submitting Department: Planning Division

Item Type: Ordinance

Agenda Section: Regular Agenda

Subject:

Consideration of Ordinance #67-2024, a Development Code Amendment to Chapter 37, adding an exception to the connectivity standards for vehicular safety.

Suggested Action:

Attachments:

[CC Staff Report Ch 37 Development Code Amendment 12.10.24.docx](#)

[Ch 37 Connectivity Standards Dev Code Amnd DRC 10.23.24.docx](#)

[Ordinance Chapter 37 Development Code Amendment 12.10.24.docx](#)

[Ch37DesignStandards - Street Connection Revisions.pdf](#)

CH 37 DEVELOPMENT CODE AMENDMENT CITY COUNCIL REPORT

Applicant	Lehi City
Meeting Date	December 10, 2024
Requested Action/Purpose	Approval of a proposed amendment to the Lehi City Development Code
Date of DRC Review	October 23, 2024
Date of Planning Commission Review	November 14, 2024
REQUIRED ACTION	
Planning Commission	Review and recommendation
City Council	Final approval

APPLICABLE DEVELOPMENT CODE REGULATIONS

Section 04.060. Criteria for Approval.

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

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

REPORT ANALYSIS

The applicant is requesting an amendment to Chapter 37 of the Development Code. The amendment includes adding an exception for the connectivity standards between nonresidential and residential uses if the connection creates an incompatible traffic pattern. For example, if the road connection leads into a loading dock or a drive through, this exception could allow for a bike and pedestrian connection only rather than requiring the road to connect through. The exception would be considered on a case-by-case basis and would require approval by the Planning Commission.

The applicant is requesting this exception to the Development Code to allow for the construction of a grocery store. The road connection from an existing adjacent subdivision would lead directly into the loading dock of the grocery store. The applicant is concerned about vehicle conflicts between cars and semi-trucks in the loading dock if the road connection were required to go through. Staff evaluated other sites in the City of where there could be a potential conflict similar in nature to what the applicant is describing and found additional sites where a conflict could arise.

DRC Comments

There were four comments from the DRC. They include:

1. We don't use the word "unsafe" in the Development Code. Suggest "incompatible".

2. Specify that the bike/ped connection be a 10' wide trail connection that interconnects the sidewalk and the street.
3. Remove language specifying delivery areas or commercial building/structure.
4. Add additional sentence stating – “cannot request connection to be modified if the adjacent road is an arterial.”

The suggested modifications to the amendment have been updated and are included in the packet. Please include all DRC comments in your motion.

POSSIBLE MOTIONS AND FINDINGS

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

1. The proposed Development Code amendment 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 November 14, 2024. The minutes and motion from this meeting are as follows:

3.3) Public Hearing and Recommendation of AWA’s Request for Review of a Development Code Amendment to Chapter 37, Adding an Exception to the Connectivity Standards for Vehicular Safety.

Jacob Curtis presented the item. The amendment would allow an exception to the connectivity standards between residential and non-residential zones if it creates an incompatible traffic pattern, such as a loading dock or a drive aisle. The amendment would still require bike and pedestrian connections.

Commissioner Lockhart asked if the applicant had any other options. Kim Struthers said they would need to find a different site, as there is currently no way to apply for an exception. Jacob Curtis clarified that if this amendment is made, the applicant will still need to apply for the exception. Kim said that there will likely be similar situations that would use the amendment in the future. He also clarified for Commissioners Lockhart and Everett that DRC wants to keep the amendment as restricted as possible to ensure as many connections as possible.

Rick Magnus was present on behalf of the applicant, AWA Engineering. He stated that the goal of proposing the amendment was to allow a grocery store to be built on a specific lot. The company was unable to find a way to situate the store differently on the lot so that it complied with the current code.

Commissioner Eyre brought up an example of a similar situation in Pleasant Grove. He asked if any exceptions could be made for grading purposes. Kim explained that the grading of the lot isn’t steep enough to qualify.

Acting Chair Everett opened and closed public comment.

Acting Chair Everett stated that he would like to keep the exception narrow, to avoid mass exceptions. He also stated that he would like to remove the word “however” from the amendment. He said that he does not like changing code for one instance, and that a larger overwrite of the clause in the future may need to occur. Commissioner Eyre stated that he would be uncomfortable if the clause allowed the removal of all connectivity, but as it stands, he has no issue with the amendment. Commissioner Lockhart mentioned that she would like to see it more open ended in the future.

Motion: Commissioner Eyre moved to offer a positive recommendation to the City Council with the findings that the proposed development code amendment is in conformance with the purposes,

intent, and provisions of the general plan and its various elements. He included all DRC comments. Commissioner Roberts seconded.

Vote: Commissioner Everett, yes. Commissioner Lockhart, no. Commissioner Eyre, yes. Commissioner Kunze, yes. Commissioner Roberts, yes. Motion passed 4-1.

**Ch 37 Connectivity Standards Development Code Amendment
DRC Redline Comments**

*AWA requests review of the **Chapter 37 Development Code Amendment**, adding an exception to the connectivity standards for vehicular safety.*

DRC Members Present: Glade Kirkham, Garion Rowett, Ryan Allred, Shelby Brewer, Kim Struthers, Gary Smith, Gary Ellis, James Farnsworth, Luke Seegmiller

Assigned Planner: Katie

Representatives of the Applicant Present: Rick

Date of Plans Reviewed:

Time Start: 2:15 PM

Time End: 2:40 PM

DRC REDLINE COMMENTS:

Glade – Power: No comments.

Garion – Fire: No comments.

Ryan – Water/Sewer: No comments.

James – Parks: No comments.

Gary S. – Building/Inspections: No comments.

Shelbey – Public Works: No comments.

Gary E. – Engineering: No comments.

Luke- Traffic: No comments.

Kim – Planning:

1. We don't use the word "unsafe" in the Development Code. Suggest "incompatible".
2. Specify that the bike/ped connection be a 10' wide trail connection that interconnects the sidewalk and the street.
3. Remove language specifying delivery areas or commercial building/structure.
4. Add additional sentence stating – “Cannot request connection to be modified if the adjacent road is an arterial.”

THIS ITEM WILL BE SCHEUDLED FOR PLANNING COMMISSION ON NOVEMBER 14TH.

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.



ORDINANCE NO: 2024 -

**AN ORDINANCE AMENDING THE LEHI CITY DEVELOPMENT CODE
CHAPTER 37**

WHEREAS, it has become necessary to amend Chapter 37 of the Lehi City Development Code; and

WHEREAS, this amendment seeks to add an exception provision to the connectivity standards between residential and nonresidential uses if the point of connection conflicts with vehicular safety; and

WHEREAS, following a public hearing on November 14th, 2024, the Lehi City Planning Commission reviewed the proposed revisions and forwarded a positive recommendation to the City Council; and

WHEREAS, on December 10th, 2024, 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 November 14th, 2024, and the positive recommendation of the Planning Commission; and,

WHEREAS, after considering the facts and comments presented to the Municipal Council, the Council finds: Chapter 37 of the Lehi City Development Code should be amended; and such action furthers the health, safety, and welfare of the citizens of Lehi.

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

PART I:

Chapter 37 of the Lehi City Development Code are hereby amended.

PART II:

A. If a provision of this Ordinance -2024 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
Lehi City 1 Ordinance #__-2024

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 December, 2024.

ATTEST

Mark Johnson, Mayor

Teisha Wilson, City Recorder

4. Cross Access. Nonresidential and multi-family residential site plans shall provide pedestrian and vehicular cross-access to adjacent developments to allow auto and pedestrian trips to occur between developments (see Figure 158).

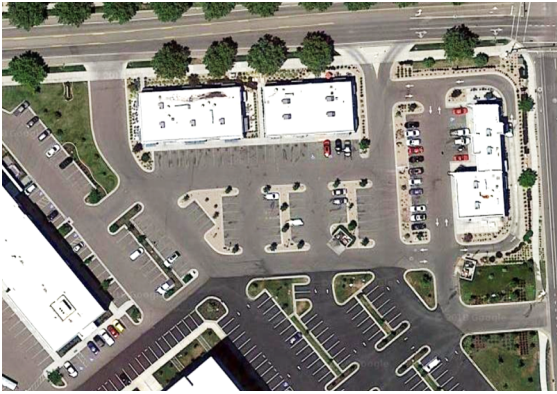


Figure 158. Adjacent nonresidential uses provide cross-access which reduces trips required on the surrounding streets.

5. Nonresidential to Residential Connections. New nonresidential and multi-family residential site plans shall:

- a. connect all existing street and pedestrian walkway stubs to proposed streets and walkways within the site plan. However, if a connection creates an incompatible traffic pattern due to proximity of the connection to a commercial loading dock, the connection may be modified to a 10-foot wide bike and pedestrian connection only. Requests for a modified connection will be considered on a case-by-case basis and shall require review by the reviewing departments and approval by the Planning Commission. A modification request will not be considered if the adjacent road is an arterial.
- b. extend all existing street stubs through a proposed nonresidential or multi-family site plan to an adjacent collector or arterial street (see Figure 159); and



Figure 159. Local street stub connects a residential subdivision through a commercial site to an adjacent arterial street.

- c. stub roads to abutting vacant properties shall be spaced not to exceed 1,000 feet as measured along the property line of the proposed site plan (refer to Figure 155). The maximum stub road spacing may be increased if the applicant provides clear and convincing evidence that it is impracticable to achieve due to the following limitations:

- i. road grades that exceed ten percent

City Council Agenda Item Report

Meeting Date: December 10, 2024

Submitted By: Teisha Wilson

Submitting Department:

Item Type: Resolution

Agenda Section: Regular Agenda

Subject:

Consideration of Resolution #2024-59 approving a First Amendment to the Interlocal Agreement for the Creation of a School District among the cities of Lehi, Cedar Hills, Highland, Alpine, American Fork, and Draper.

Suggested Action:

Attachments:

[Resolution-First Amendment to the Creation of a School District Interlocal Agreement.docx](#)

[Interlocal Agreement Amendment-Central School District v.2.docx](#)



RESOLUTION NO. 2024-__

A RESOLUTION OF THE LEHI CITY COUNCIL APPROVING THE FIRST AMENDMENT TO
THE INTERLOCAL AGREEMENT FOR THE CREATION OF A NEW SCHOOL DISTRICT

WHEREAS, the City previously entered into an Interlocal Agreement (“Agreement”) effective on April 29, 2024, to cooperate in obtaining voter approval of a new school district.

WHEREAS, a majority of the voters within the boundaries of the Parties approved the creation of a new school district (“Central School District”) on November 4, 2024 which vote was subsequently certified on November 19, 2024.

WHEREAS, this amendment is to amend the purpose of the Agreement to include the ability of the interlocal board created under the Agreement to take any action that is legal under Utah Code 53G-3-301.4 to prepare for the operation of the Central School District.

WHEREAS, after considering the facts and comments presented to the City Council, the Council finds: (i) that it should approve an additional amendment to the Agreement; 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 First Amendment to the Interlocal Agreement attached hereto as Exhibit “A” is hereby approved and the Mayor is authorized to execute the First Amendment 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 December, 2024.

LEHI CITY

ATTEST

Mark Johnson, Mayor

Teisha Wilson, City Recorder

EXHIBIT “A”

**FIRST AMENDMENT TO THE INTERLOCAL AGREEMENT FOR THE CREATION
OF A SCHOOL DISTRICT AMONG THE CITIES OF LEHI, CEDAR HILLS,
HIGHLAND, ALPINE, AMERICAN FORK, AND DRAPER**

This First Amendment to the *Interlocal Agreement* (hereinafter “Amendment”) is entered into by and among Lehi City (hereinafter “Lehi”), the City of Cedar Hills, (hereinafter “Cedar Hills”), Highland City (hereinafter “Highland”), Alpine City (hereinafter “Alpine”), American Fork City (hereinafter “American Fork”), and Draper City (hereinafter “Draper”) (each, a “Party” and collectively, the “Parties”), pursuant to the State of Utah’s Interlocal Cooperation Act, Utah Code Ann. § 11-13-101, et seq., and Utah Code Ann. § 53G-3-301, et seq (the “Act”).

This Amendment shall be binding and effective upon the completion of each of the following (hereinafter “Effective Date”): (1) each Party affixing their respective signatures hereto; (2) the Amendment being approved by each Party, as contemplated by Utah Code Ann. §§ 11-13-202(2) and 11-13-202.5; and (3) the Amendment being filed with the keeper of records of each of the Parties, as required by Utah Code Ann. § 11-13-209.

Section 1. Recitals.

1.1 WHEREAS, previously the Parties entered into an Interlocal Agreement (the “Agreement”) to cooperate in obtaining voter approval for the creation of a new school district pursuant to the Act effective on April 29, 2024.

1.2 WHEREAS, a majority of the voters within the boundaries of the Parties approved the creation of a new school district (“Central School District”) on November 4, 2024 which vote was subsequently certified on November 19, 2024.

1.3 WHEREAS, the purpose of this Amendment is to amend the purpose of the Agreement to include the ability of the interlocal board created under the Agreement to take any action that is legal under Utah Code 53G-3-301.4 to prepare for the operation of the Central School District.

Section 2. Terms of Amendment.

2.1. All provisions of the Agreement entered into by the Parties on April 29, 2024, remain in full force and effect unless expressly modified or revoked by this Amendment.

2.2. The purpose for which the Agreement was approved by the Parties is amended to include taking any legal action under Utah Code 53G-3-301.4 to prepare for the operation of the Central School District, *not* including: i) any action described in state law that is specifically reserved for the future school board of the Central School District; and ii) any action that is in conflict with provisions of legislation that may be adopted subsequent to the approval of this Amendment. However, the interlocal board may prepare reports and make recommendations for the future school board as long as nothing in the reports or recommendations is intended to be binding upon a future school board.

2.3. The interlocal board is authorized to expend budget funds as long as the expenditure is authorized by the Parties by a majority vote. The expenditure will be allocated among the Parties by each Party's population within the Central School District. The Parties will use reasonable best efforts to seek reimbursement of any expended funds from the Alpine School District, the reorganized school district, or the Central School District, as appropriate.

[SIGNATURE PAGE TO FOLLOW]

WHEREFORE, Lehi, Cedar Hills, Highland, Alpine, American Fork, and Draper voluntarily enter into this Agreement, as evidenced by affixing their respective signatures below.

Lehi City:

City of Cedar Hills:

By: _____

Its: _____

Dated: _____

Attest:

_____, City Recorder

Dated: _____

Reviewed and approved as to
proper form and compliance
with applicable law:

_____, City Attorney

By: _____

Its: _____

Dated: _____

Attest:

_____, City Recorder

Dated: _____

Reviewed and approved as to
proper form and compliance
with applicable law:

_____, City Attorney

Highland City:

By:

Its:

Dated: _____

Attest:

_____, City Recorder

Dated: _____

Reviewed and approved as to
proper form and compliance
with applicable law:

_____, City Attorney

Alpine City:

By:

Its:

Dated: _____

Attest:

_____, City Recorder

Dated: _____

Reviewed and approved as to
proper form and compliance
with applicable law:

_____, City Attorney

American Fork City:

By:

Its:

Dated: _____

Attest:

_____, City Recorder

Dated: _____

Reviewed and approved as to
proper form and compliance
with applicable law:

_____, City Attorney

Draper City:

By:

Its:

Dated: _____

Attest:

_____, City Recorder

Dated: _____

Reviewed and approved as to
proper form and compliance
with applicable law:

_____, City Attorney

City Council Agenda Item Report

Meeting Date: December 10, 2024

Submitted By: Teisha Wilson

Submitting Department:

Item Type: Resolution

Agenda Section: Regular Agenda

Subject:

Consideration of Resolution #2024-57 appointing a member to the Lehi Library Board of Directors.

Suggested Action:

Attachments:

[Res 2023-57.docx](#)



RESOLUTION NO. 2024-57

**A RESOLUTION OF THE LEHI CITY COUNCIL APPOINTING A BOARD MEMBER
TO THE LEHI CITY PUBLIC LIBRARY BOARD OF DIRECTORS**

WHEREAS, the Lehi Municipal Code Chapter 2, Section 2.76.020 outlines the qualification for membership, terms and vacancies for the Lehi City Public Library Board of Directors; and

WHEREAS, in accordance with that section the term for Heather Keele expired on June 30, 2024; and

WHEREAS, the Mayor of Lehi City wishes to appoint, along with the advice and consent of the City Council, the following individuals to the Lehi City Public Library Board of Directors.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF LEHI, UTAH, as follows:

1. Appoint as a Board Member Susan Peterson whose term shall begin immediately and will expire June 30, 2027.
2. The provisions of this resolution shall take effect immediately upon passage.

PASSED and APPROVED this 10th day of December, 2024

Lehi City Corporation

Mark Johnson, Mayor

Teisha Wilson, City Recorder

City Council Agenda Item Report

Meeting Date: December 10, 2024

Submitted By: Teisha Wilson

Submitting Department:

Item Type: Resolution

Agenda Section: Regular Agenda

Subject:

Consideration of Resolution #2024-58 appointing members to the Lehi City Planning Commission.

Suggested Action:

Attachments:

[Res 2024-58.docx](#)



RESOLUTION NO. 2024-58

A RESOLUTION OF THE LEHI CITY COUNCIL APPOINTING A PLANNING COMMISSIONER TO THE LEHI PLANNING COMMISSION

WHEREAS, the Lehi Development Code Chapter 3, Section 3.03 outlines the qualification for membership, terms and vacancies for the Lehi Planning Commission; and

WHEREAS, the terms of Gregory Jackson, Tyson Eyre, Nicole Kunze, and Beau Jones expire on December 31, 2024; and

WHEREAS, the Mayor of Lehi City wishes to reappoint, along with the advice and consent of the City Council, the following individuals to the Lehi Planning Commission.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF LEHI, UTAH, as follows:

1. Re-Appoint Gregory Jackson to a 2nd term as a Commissioner for the Lehi City Planning Commission whose term shall begin on January 1, 2025 and will expire December 31, 2027.
2. Re-Appoint Tyson Eyre to a 2nd term as a Commissioner for the Lehi City Planning Commission whose term shall begin on January 1, 2025 and will expire December 31, 2027.
3. Re-Appoint Nicole Kunze, who is currently filling the remainder of a resigned Commissioner's term, to a 1st term as a Commissioner for the Lehi City Planning Commission whose term shall begin on January 1, 2025 and will expire December 31, 2027.
4. Re-Appoint Beau Jones, who is currently filling the remainder of a resigned Alternate's term, to a 1st term as a Commissioner Alternate for the Lehi City Planning Commission whose term shall begin on January 1, 2025 and will expire December 31, 2027.
5. The provisions of this resolution shall take effect immediately upon passage.

PASSED and APPROVED this 10th day of December, 2024

Lehi City Corporation

Mark Johnson, Mayor

Teisha Wilson, City Recorder