Lehi City Council Meeting
Agenda
March 10, 2026

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

Pre-Council, 4:30 p.m.

I. Welcome and Opening Comment

II. Presentations and Reports

1. 2100 N Freeway and Pioneer Crossing Flex Lanes Update- UDOT
2. Civic Center Art Installation Discussion- Lehi City Facilities
3. City Goal and Staff Goals Presentation- Administration

III. Working Discussion Items

1. Discussion of Mayor and City Council Term Limits- Council
   Term Limits Draft Ordinance
2. Discussion of Ivory Innovations Lease Agreement- Administration/Literacy Center
   Literacy Center-Ivory Innovations Lease Agreement
3. Discussion of a Proposal to Conduct a Feasibility Study for an Ice Center
   Lehi City Ice Center - Feasibility Study Fee Proposal

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

V. Administrative Report

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

Closed Meeting
The Council may consider a motion to enter into a closed session for specific purposes allowed under the Open and Public Meetings Act (Utah Code 52-4-205), including to discuss the purpose, exchange,

lease, or sale of real property; litigation; the character, competence, or physical or mental health of an individual; or any other lawful purpose.

Regular Session, 7:00 p.m.

VII. Welcome, Roll Call, Pledge of Allegiance

VIII. Presentations and Reports

1. Arbor Day Proclamation- Parks Department
   Arbor Day Proclamation

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

X. Consent Agenda

1. Approve City Council Meeting Minutes
   012726 Minutes- draft.docx

2. Approve Purchase Orders
   8309 - Playground Replacements

3. Approve Resolution #2026-12, Modifying the Initial Terms of Alternate Planning Commissioners
   Res 2026-12

4. Approve Resolution #2026-11, a Cell Tower Option and Lease Agreement with AT&T at Lehi Sports Park
   Res 2026-11
   Agreement-AT&T Sports Park Cell Tower Lease (final)

5. Approve Resolution #2026-16, a Telecommunications Franchise Agreement with Emery Telcom
   Res 2026-16
   Agreement Emery Telecommunications Franchise

6. Approve Resolution #2026-17, a Telecommunications Franchise Agreement with CenturyLink
   Res 2026-17
   Agreement CenturyLink Telecommunications Franchise

7. Approve Ordinance #10-2026, amending the Lehi Municipal Code Title 1 Chapter 6 Section 4, Mayor and City Council Compensation.
   Ord 10-2026

Amended Lehi Code 1-6-4

XI. Regular Agenda

1. Consideration of Resolution #2026-13, approving an agreement with UDOT for the design, construction and maintenance of a pedestrian bridge over the Jordan River as part of the 2100 N Freeway Project.
   Res 2026-13
   Jordan River Pedestrian Crossing Agreement

2. Consideration of Resolution #2026-14, approving an agreement with UDOT for design, construction, and maintenance of a shared use path as part of the 2100 N Freeway Project.
   Res 2026-14
   Shared Use Path Agreement

3. Consideration of Resolution #2026-15, approving an Interlocal Cooperation Agreement with Utah County for the Utah Lake Trail.
   Res 2026-15
   Interlocal Agreement Utah County for Utah Lake Trail.

4. Consideration of the Clark Meadows Subdivision Concept Plan, an 11-lot residential project located at 9227 W 7750 N (Approximately 1800 W 1300 S) with a request for an exception in the form of density in lieu to allow flexibility on setbacks.
   Petitioner: JDH Development
   Clark Meadows Subdivision

9. Consideration of Resolution #2026-09, intending to annex the Slay Holdings Annexation, 4 acres of property located at approximately 2300 West 300 South.
   Petitioner: Slay Holdings LLC.
   Res 2026-09
   Slay Holdings Annexation Intent

5. Consideration of Resolution #2026-10, intending to annex the Cedar Hollow Holdings Annexation, 15.31 acres of property located at approximately 400 South Center Street.
   Petitioner: Gary Cooper
   Res 2026-10
   Cedar Hollow Holdings Annexation

6. Consideration of Ordinance #05-2026, approving the Parker Zone Change on 2.4 acres located at 300 North Palomino Way changing the zoning from A-1 (agriculture) to R-1-22 (residential/agriculture).
   Petitioner: Adam Albrecht
   Ord 05-2026
   Parker Zone Change

7. Consideration of Ordinance #06-2026, approving the 1450 West 1220 North Zone Change on 5.25 acres located at 1450 West 1220 North changing the zoning from A-1 (agriculture) to R-1-22 (residential/agriculture).
   Petitioner: Grow Development
   Ord 06-2026
   1450 W 1220 N Zone Change

8. Consideration of Ordinance #07-2026, approving the Snow Zone Change on 0.66 acres located at 151 East 1450 North changing the zoning from TH-5 (transitional holding) to R-1-Flex (residential).
   Petitioner: Lawrence Snow
   Ord 07-2026
   Snow Zone Change

9. Consideration of Ordinance #08-2026, approving the 498 N 900 E Zone Change on .91-acres located at 498 North 900 East changing the zoning from R-1-Flex (residential) to R-1-8 (residential).
   Petitioner: Lehi City
   Ord 08-2026
   498 North 900 East Zone Change

10. Consideration of Ordinance #09-2026, approving a Development Code amendment to Chapter 5, Table of Uses (nonresidential) and Chapter 39 to add Automobile Accessories and Installation.
    Petitioner: Lehi City
    Ord 09-2026
    Auto Accessories Development Code Amendment

XII. Adjournment

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

Agenda Item No: 1

City Council Agenda Item Report

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

Subject:
2100 N Freeway and Pioneer Crossing Flex Lanes Update- UDOT

Suggested Action:

Attachments:

Agenda Item No: 2

City Council Agenda Item Report

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

Subject:
Civic Center Art Installation Discussion- Lehi City Facilities

Suggested Action:

Attachments:

Agenda Item No: 3

City Council Agenda Item Report

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

Subject:
City Goal and Staff Goals Presentation- Administration

Suggested Action:

Attachments:

Agenda Item No: 1

City Council Agenda Item Report

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

Subject:
Discussion of Mayor and City Council Term Limits- Council

Suggested Action:

Attachments:

Term Limits Draft Ordinance

An Ordinance of Lehi City, Utah, Imposing Term Limits for Elected Officials

Section 1. Title and Purpose

This ordinance shall be known and may be cited as the "Lehi City Term Limits Ordinance". The purpose of this ordinance is to establish term limits for elected officials of Lehi City to promote democratic participation, encourage new perspectives in city governance, and ensure regular turnover in elected positions.

Section 2. Findings

The City Council of Lehi City hereby finds and declares that:

1. Term limits for elected officials serve the public interest by encouraging broader citizen participation in local government.
2. Regular turnover in elected positions brings fresh ideas and perspectives to city governance.
3. Term limits help prevent the entrenchment of political power and promote democratic accountability.
4. The establishment of reasonable term limits is within the legislative authority of the city.

Section 3. Definitions

For purposes of this ordinance, the following definitions shall apply:

"Elected Official" means any person elected to serve as Mayor or as a member of the City Council of Lehi City.

"Consecutive Terms" means terms of office served after election without interruption.

"Election Cycle" means the regular municipal election period as established by Utah state law and Lehi City ordinances.

Section 4. Term Limits Imposed

1. Two-Term Limit: No person shall serve as an elected official for more than two consecutive terms in the same office.

2. Mandatory Break in Service: After serving two consecutive terms in the same elected office, a person shall be ineligible to run for or hold that same office until after sitting out at least one full election cycle.

3. Separate Application: The term limits imposed by this section shall apply separately to each elected office. A person who has served two consecutive terms as Mayor may run for City Council without restriction, and vice versa.

Section 5. Implementation and Transition

1. Prospective Application: This ordinance shall apply prospectively to all persons seeking election to city offices after the effective date.

Section 6. Severability

If any section, subsection, sentence, clause, phrase, or portion of this ordinance is held to be invalid or unconstitutional by a court of competent jurisdiction, the remaining portions shall remain in full force and effect.

Section 7. Effective Date

This ordinance shall take effect on December 31, 2027.

Section 8. Publication and Compliance

1. Deposit and Publication: Before this ordinance may take effect, the City shall deposit a copy of this ordinance in the office of the municipal recorder and publish a short summary of the ordinance as a class A notice. Utah Code Ann. § 10-3-711.

2. Referendum Rights: This ordinance may be subject to referendum as provided by Utah law, which allows voters to require any ordinance passed by the city to be submitted to the voters before it may take effect. Walker v. Zeus Land Holdings LLC, 2021 UT App 9, 482 P.3d 268, Utah Const. Art. VI, § 1. Any referendum petition challenging this ordinance must be filed within thirty-five days after passage of this ordinance. Tobias v. S. Jordan City Recorder, 972 P.2d 373 (Utah Sup.Ct. 1998).

Agenda Item No: 2

City Council Agenda Item Report

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

Subject:
Discussion of Ivory Innovations Lease Agreement- Administration/Literacy Center

Suggested Action:

Attachments:

Literacy Center-Ivory Innovations Lease Agreement

COMMERCIAL LEASE AGREEMENT

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

Landlord: Value Innovations HB Lofts, LLC
and

Tenant: Lehi City, a municipal corporation

Effective Date: [Insert Date]

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1. PREMISES & USE

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

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

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

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

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2. TERM & RENEWAL

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

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

3. RENT

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

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

4. DELIVERY OF PREMISES

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

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

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

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

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

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

4.7. **Alterations by Tenant.** Tenant shall make no alterations, additions or improvements to the Premises or the Building, including the installation of equipment or machinery which requires modifications to existing electrical outlets or increases Tenant's usage of electricity beyond standard office electrical usage without obtaining the prior written consent of Landlord, in Landlord's sole discretion.

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5. SECURITY DEPOSIT

No security deposit shall be required under this Lease.

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6. TRIPLE NET (NNN) CHARGES

6.1 **Property Tax.**
Tenant is tax-exempt from property taxes. Landlord acknowledges and agrees to reflect Tenant's tax-exempt status under this Lease. Should Tenant's tax-exempt status change, Tenant shall be responsible for any resulting property tax liability from such change.

6.3 **Maintenance and Insurance**
Tenant shall be responsible for its proportionate share of maintenance and insurance costs associated with the Premises. Tenant’s proportionate share shall be calculated based on the ratio that the rentable square footage of the Premises bears to the total rentable square footage of the clubhouse building. Landlord or its property manager shall provide Tenant with a statement of such charges, and Tenant shall pay the amount due within 14 days of receipt of the statement. Failure to pay such amounts shall constitute a default under this Lease.

Tenant shall maintain Commercial General Liability insurance with limits not less than $1 million for each occurrence and $2 million in aggregate. The Landlord shall be named as an Additional Insured for ongoing and completed operations. The Tenant shall waive rights of recover (subrogation) against the Landlord.

Tenant shall maintain Workers’ Compensation insurance with statutory limits and Employers Liability insurance with limits not less than $1 million. The Tenant shall waive rights of recover (subrogation) against the Landlord.

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7. UTILITIES

7.1 **Proportionate Responsibility for Utility Costs**
Except for Power which is set forth in 7.2 below, Tenant shall pay to Landlord, as additional rent, Tenant’s proportionate share of all utility costs for the Building, including but not limited to water, sewer, gas, and any other utilities or services provided to the common areas or used in connection with the operation of the Building. Tenant’s proportionate share shall be calculated based on the ratio that the rentable square footage of the Premises bears to the total rentable square footage of the clubhouse building. Landlord or its property manager shall provide Tenant with a statement of such charges, and Tenant shall pay the amount due within 14 days of receipt of the statement. Failure to pay such amounts shall constitute a default under this Lease.

7.2 **Separate Electricity Account**
Tenant shall establish a separate account with Lehi Power to provide electricity to the Premises.

8. SIGNAGE

Signage for the tutoring center shall be predetermined and mutually agreed upon by the Landlord and Tenant and shall comply with all applicable city codes and regulations.

9. MISCELLANEOUS

9.1 **Entire Agreement**
This Lease constitutes the entire agreement between the parties and supersedes all prior negotiations and understandings. Any modification to this Lease must be in writing and signed by both parties.

9.2 **EXCULPATION AND INDEMNITY**

9.2.1 Exculpation of Landlord. Landlord shall not be liable to Tenant for any injury or damage that may result to any person or property in or about the Premises or the building except for the negligence, gross negligence or willful misconduct of the Landlord or its agents, employees or invitees.

9.2.2 Tenant Indemnification. Tenant hereby agrees to indemnify Landlord free and harmless from and against any and all claims, actions, damages, liabilities and expenses, including attorneys' fees and costs, in connection with or arising out of (i) any loss of life, personal injury and/or damage to property arising from or out of any occurrence caused by Tenant in, upon or at the building, (ii) the use by Tenant of the building, or any part thereof, and (iii) Tenant's failure to comply with any provision of this Lease, except as occasioned by the negligence, gross negligence or willful misconduct by Landlord.

9.2 **Governing Law**
This Lease shall be governed by the laws of the State of Utah.

9.4 **Right to Terminate Upon Default:** In the event Tenant fails to perform any of its obligations under this Lease and such failure constitutes a default as defined herein, Landlord shall provide written notice of default to Tenant and a thirty (30) day period to cure the default. Upon Tenant's failure to cure the default within 30 days' notice, Landlord shall have the right to terminate this Lease by providing written notice of termination to Tenant. Upon such termination, Landlord shall have the right to re-enter and take possession of the Premises, remove all persons and property therefrom, and pursue any and all remedies available at law or in equity. Termination of this Lease shall not limit Landlord's right to recover damages, including without limitation, any unpaid

Rent, costs of recovering the Premises, and any other losses resulting from Tenant's default.

9.3 **Counterparts**
This Lease may be executed in counterparts, each of which shall be deemed an original and together shall constitute one and the same instrument.

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

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

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

9.7 **Assignment**. Neither party may assign this Agreement nor delegate any responsibilities under this Agreement without prior written consent. Any purported assignment or delegation in violation of this Section without prior written consent from the non-assigning party, shall be void and will be considered a material breach of this Agreement. Notwithstanding the foregoing, Tenant and Landlord must be reasonable in granting or withholding consent and Landlord shall have the right to hire a property management company to perform and or all of its obligations under this agreement.

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

9.9 **Notice.**

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

To Tenant:	To Landlord:
Lehi City Corporation	
Attn:	Attn:
153 N. 100 E.	
Lehi, Utah 84043	

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

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

LANDLORD:
By: _____
Name:
Title:
Date:

TENANT: Lehi City
By: _____
Name:
Title:
Date:

Agenda Item No: 3

City Council Agenda Item Report

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

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

Suggested Action:

Attachments:

Lehi City Ice Center - Feasibility Study Fee Proposal

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

Re: Feasibility Study – Lehi City Ice Center

Marlin,

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

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

DESIGN INTENT

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

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

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

SCOPE OF SERVICES

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

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

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

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

STAGE 1 – CONCEPT DESIGN, SITE PLANNING & ECONOMIC ANALYSIS

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

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

DELIVERABLES

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

FEE BASIS – STAGE 1 CONCEPT DESIGN & SITE PLANNING

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

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

TOTAL STAGE 1 FEE: $33,725

BILLING CYCLE

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

REIMBURSABLES

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

EXCLUSIONS

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

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

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

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

Sincerely,

Rob Cottle, President/CEO

FEE PROPOSAL
February 12, 2026

Babcock Design

Babcock Design

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

Owner's Signature

Date

Name & Title (typed or printed)

Agenda Item No: 1

City Council Agenda Item Report

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

Subject:
Arbor Day Proclamation- Parks Department

Suggested Action:

Attachments:

Arbor Day Proclamation

TREE CITY USA®
An Arbor Day Foundation Program

★★★ OFFICIAL PROCLAMATION ★★★

WHEREAS in 1872, the Nebraska Board of Agriculture established a special day to be set aside for the planting of trees, ***and***

WHEREAS this holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska, ***and***

WHEREAS Arbor Day is now observed throughout the nation and the world, ***and***

WHEREAS trees can be a solution to combating climate change by reducing the erosion of our precious topsoil by wind and water, cutting heating and cooling costs, moderating the temperature, cleaning the air, producing life-giving oxygen, and providing habitat for wildlife, ***and***

WHEREAS trees are a renewable resource giving us paper, wood for our homes, fuel for our fires, and countless other wood products, ***and***

WHEREAS trees in our city increase property values, enhance the economic vitality of business areas, and beautify our community, ***and***

WHEREAS trees — wherever they are planted — are a source of joy and spiritual renewal.

NOW, THEREFORE, I, Paul Binns, Mayor of the City of Lehi, do hereby proclaim April 24, 2026 as **ARBOR DAY** In the City of Lehi, and I urge all citizens to celebrate Arbor Day and to support efforts to protect our trees and woodlands, ***and***

FURTHER, I urge all citizens to plant trees to gladden the heart and promote the well-being of this and future generations.

DATED THIS _____day of _____, _____

Mayor _____

Arbor Day Foundation®

Agenda Item No: 1

City Council Agenda Item Report

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

Subject:
Approve City Council Meeting Minutes

Suggested Action:

Attachments:

012726 Minutes- draft.docx

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

Minutes of the **Regular Meeting** of the **Lehi City Council** held **January 27, 2026,** at Lehi City in the Council Chamber, 153 N 100 E. Lehi, UT.

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

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

Pre-Council: 4:30 p.m.

1) Welcome and Opening Comment

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

2) Presentations, Reports, and Discussion

2.1) Annual Audit Report - Finance Department

Dana Howel from Osborne Robbins Buehler presented the city's annual audit results. The audit showed clean financial statements with no major findings, with only minor adjustments to primarily timing issues with inventory or other factors. All federal grant compliance was satisfactory. She reported compliance with state maters, noting no significant deficiencies.

2.2) Presentation of Citizen Survey Results- Y2 Analytics

The presenter explained that 78% of residents would recommend Lehi as a great place to live, with an average quality of life rating of 75 out of 100.

Growth and traffic were identified as top resident concerns, with rush hour traffic becoming an increasing problem while road conditions were less concerning. Most city services scored above 50, with nine of 22 services scoring above 70. Power services, newly added to the survey, scored 79 out of 100.

DRAFT

During the discussion, the Y2 Analytics presenter stressed that keeping the resident survey in the same January–February window each year is important for "apples to apples" comparisons, since what's top of mind for residents can change with the season. She noted they've held it in that window for the last five years to preserve trend validity and discouraged moving it around again. Council members raised concerns that running it right after a municipal election confuses whether ratings of elected officials reflect the old or new council and questioned whether a different season (spring/fall) might better capture perceptions of current officials. Staff acknowledged that concern but emphasized that only a small portion of the survey is about elected officials, while most value is in consistent data on services and issues used for budget planning.

Councilor Newell asked about survey methodology and security measures. The presenter confirmed individual single-use survey links were used to prevent duplicate responses.

3) Work Session Items

3.1) Police Department Staffing Discussion- Chief Darren Paul

Chief Paul explained that the department is updating its staffing study, which uses a "saturation index" and shows how many officers are needed by hour of day; he said they're still vetting the new numbers and will bring back hard data, including a breakdown by shift and more detail on high-priority/dangerous calls and backup needs. He emphasized several key considerations: rapid growth and traffic are driving a rising call load, many time-consuming calls are non-criminal service calls, and staffing must be high enough that officers aren't routinely handling dangerous calls alone or waiting long for backup. He also stressed that the model's ideal officer count is more than can be funded in a single budget cycle, so he wants to use the updated study to build a phased 4–5 year staffing plan, while continuing interim efficiency measures such as aligning shifts to peak hours, expanding online reporting, using officers to cover training gaps, and leveraging the state SIAC analysis center to speed investigations. Finally, he noted that grant-funded positions help with onboarding but are not a sustainable growth strategy, since the city must absorb full ongoing costs after the grant period, so any long-term staffing increases need stable, recurring city funding.

3.2) Mayor and Council Committee Assignments- Mayor Pro Tempore Stallings

Mayor Pro Tempore Stallings introduced the committee assignment discussion. City Recorder Teisha Wilson explained the difference between municipal code committees (subject to open meeting laws) and liaison assignments.

Councilor Lockhart suggested that any committee with taxing authority should have an elected official rather than just staff representation. Councilor Freeman supported having both staff and elected officials when possible.

Discussion was postponed allowing staff to complete gathering meeting times and frequency information for all committees, with plans to revisit during the budget retreat.

3.3) 1900 South Right-of-Way Presentation- Engineering

Brad Kennison presented updates on the Pony Express Parkway extension project. The project would extend 1900 South from Center Street in Lehi to approximately 700 West in American Fork.

The project was granted $12.69 million in funding from MAG in 2022, with Lehi's share being approximately $430,000 (6.77% of total cost). The design would purchase right-of-way for five lanes but initially construct only two lanes with widening at intersections.

Brad reported that Saratoga Springs had received approval to widen their section to five lanes, which would be completed by the end of next year. He estimated an additional $15-20 million would be needed to upgrade Lehi's section to five lanes immediately, split between Lehi and American Fork.

Challenges included American Fork's concerns about increased traffic and the question of where five lanes of traffic would terminate. UDOT had indicated the vineyard connector was now a priority for funding, with construction possible by 2034-2035.

Several council members expressed concern about traffic funneling into neighborhoods and discussed potential solutions including front-loading construction costs with reimbursement when future funding became available.

4) Agenda Questions

None.

5) Administrative Report

Moved to the end.

6) Mayor and Council Reports

Moved to the end.

7) Consideration of a motion to hold a Closed Meeting for the purpose of discussing the purchase, exchange, or lease of real property.

Motion: Councilor Stallings moved to hold a Closed meeting in the Council Conference room to discuss the purchase, exchange, lease or sale of real property. Councilor Freeman seconded the motion.

Roll Call Vote: YES: Councilor Freeman, Councilor Harrison, Councilor Lockhart, Councilor Newall, and Councilor Stallings. The motion passed unanimously.

The Closed Meeting was held at approximately 6:40 in the Council Conference Room at City Hall, 153 N 100 E, Lehi UT, and adjourned at approximately 7:01 p.m.

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Regular Session, 7:00 p.m.

1) Welcome, Roll Call, Pledge of Allegiance

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

2) Presentations and Reports

None.

3) 20 Minute Citizen Input

Chris Rollins spoke in support of protected bike lanes on 700 South, explaining their safety benefits for families and children compared to traditional bike lanes, and described how the physical barrier created by parked cars makes cycling safer and encourages active transportation.

Lynette McKenna announced that the Ruth and Hale Theater was highlighting Lehi City with discount tickets available February 2-7 for "Forever Plaid" and "Fiddler on the Roof" using coupon code "Lehi5."

Hunter Page also supported bike lane infrastructure, describing his positive experience biking to church with his family and advocating for expanded cycling infrastructure to reduce traffic.

Crystal Harmon addressed the 1900 South expansion discussed in pre-council, requesting adequate protection for her neighborhood given existing speeding problems and recent accidents.

Matt Redford presented his company Blaze 360's digital building documentation services for fire marshal and emergency response purposes, requesting the council direct staff to evaluate incorporating such services.

Jose representing Western Standard Union requested opportunities to work with the city and highlighted apprenticeship programs for high school graduates.

4) Consent Agenda

4.1) Approve Purchase Orders

4.2) Approve City Council Meeting Minutes

Motion: Councilor Newall moved to approve the Consent Agenda. Councilor Stallings seconded the motion.

Roll Call Vote: YES: Councilor Freeman, Councilor Harrison, Councilor Lockhart, Councilor Newall, and Councilor Stallings. The motion passed unanimously.

DRAFT

5) Transportation Impact Fees

a) Public Hearing

Mayor Binns opened the public hearing at 7:25. There were no comments. Mayor Binns closed the public hearing.

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

Rachel Ball from Bowen Collins Associates presented the impact fee update. The current fee of $121.79 per trip was recommended to increase to $146.87 based on the updated Transportation Plan. She recommended that the city update the transportation impact fee every 2–3 years to keep up with inflation and construction cost changes.

Motion: Councilor Freeman moved to approve Ordinance #03-2026, adopting an Impact Fee Facilities Plan, an Impact Fee Analysis, and Amended Impact Fees for Transportation, including a provision to revisit the impact fees every two years for inflation adjustments. Councilor Harrison seconded the motion.

Roll Call Vote: YES: Councilor Freeman, Councilor Harrison, Councilor Lockhart, Councilor Newall, and Councilor Stallings. The motion passed unanimously.

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

Brent Thomas, Assistant Power Director, presented to the Council. RME was the successful bidder, with construction planned to begin mid-February pending approval.

Motion: Councilor Harrison moved to approve Resolution #2026-04, approving an Agreement with RME for the Construction of the Skye Substation. Councilor Freeman seconded the motion.

Roll Call Vote: YES: Councilor Freeman, Councilor Harrison, Councilor Lockhart, Councilor Newall, and Councilor Stallings. The motion passed unanimously.

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

Dusty Yates presented amendments to add his company name (Malakas LLC) to the previously approved development agreement. He also removed U-Haul rentals from the proposal.

Council members discussed the right-turn lane requirements and staff confirmed compliance.

Motion: Councilor Newall moved to approve Resolution #2026-03, approving amendments to the ProSteel Customs Development Agreement, including all Development Review Committee comments. Councilor Harrison seconded the motion.

Roll Call Vote: YES: Councilor Freeman, Councilor Harrison, Councilor Lockhart, Councilor Newall, and Councilor Stallings. The motion passed unanimously.

Councilor Lockhart noted she wasn't a fan of development agreements but would vote yes to honor the previous council's decision.

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

Kenneth Claude presented the ordinance to amend the Cold Springs Ranch area plan to allow owner-occupied short-term rentals. He argued that owner-occupied STRs provide financial stability for homeowners while maintaining accountability through platform review systems.

Staff explained that short-term rentals are allowed throughout most of the city but were excluded in Cold Springs Ranch due to the area plan. Kim Struthers noted the city had good controls including owner-occupancy requirements and parking standards.

Mayor Binns asked if anyone from the public would like to comment.

Brianna Hicken spoke in support, explaining she and her husband had purchased specifically to offset their mortgage with short-term rentals, only to discover the area plan prohibition.

Council members discussed enforcement mechanisms, parking requirements, and the relationship between city regulations and HOA authority. Staff clarified that the HOA could still impose additional restrictions as a private matter.

Motion: Councilor Lockhart moved to approve Ordinance 01-2026, the Cold Spring Ranch Area Plan Amendment to allow Short-Term Rentals and include all Development Review Committee comments. Councilor Freeman seconded the motion. Councilor Stallings suggested to add findings that it helps with affordability, which is a big challenge, and that it makes the code consistent with the rest of the city. Councilor Newell suggested including a request that directing staff incorporate this as one of the city's affordability goals if possible. Councilor Lockhart adopted the suggestions. Councilor Freeman seconded the amendments to the motion.

Roll Call Vote: YES: Councilor Freeman, Councilor Harrison, Councilor Lockhart, Councilor Newall, and Councilor Stallings. The motion passed unanimously.

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

Tom Romney from Focus Consulting presented a concept plan for developing the Chiu property, a portion of which is currently in an ESA zone.

The proposal would preserve open space, connecting to existing city open space and Jordan Willows development. Romney argued this approach would be less environmentally detrimental while providing better transitions to planned regional commercial development in adjacent Saratoga Springs. Romney also noted that the intent was to improve road connections.

The council felt that the requested density increase was far too large and was inconsistent with the general plan, especially given that much of the site is in the 100-year floodplain/ESA. They were concerned about repeating a pattern where Lehi takes the housing and costs while Saratoga Springs holds the commercial. There were concerns that a large townhome project would not match the established single-family character of surrounding neighborhoods. Members also disliked trading higher density for "leftover" open space that the city would have to maintain.

Braden Cooper with Century Communities emphasized landowner rights and the need to find viable development options. The applicant noted utility service challenges and expressed that the current zoning wasn't economically viable for the property owner.

Overall, the council saw this specific 219-unit proposal as a poor fit for the area, though some indicated limited openness to modest, single-family density that better aligns with adjacent lot sizes.

Motion: Councilor Harrison moved to *deny* the concept plan, with findings that include the need for the proper infrastructure, consideration of the land to the south in Saratoga and having a plan for that abutting up to the property under question, and it does not meet the General Plan intentions. Councilor Lockhart seconded the motion.

Roll Call Vote: YES: Councilor Freeman, Councilor Harrison, Councilor Lockhart, Councilor Newall, and Councilor Stallings. The motion to *deny* passed unanimously.

10) Consideration of Ordinance #02-2026, approving a Development Code Amendment to Chapter 20, Home Occupations, adding Adult Daycare.

DRAFT

Kim Struthers presented a development code amendment to Chapter 20 regarding home occupations, specifically adding adult daycare as a permitted use. The city currently allowed child daycare as a home occupation but had received recent requests for adult daycare services for elderly individuals or those with disabilities who needed daytime care but not 24-hour residential care. Kim clarified that group homes are treated separately in the code; this item is only about daytime care in someone's own home.

The main concern was licensing and safety requirements. Councilor Stallings pointed out that the draft language only referenced childcare rules and recommended adding parallel requirements for adult day care. Kim confirmed that Lehi would require a city business license and agreed state licensing requirements should be explicitly added. Councilor Lockhart voiced support, noting adult day programs are a valuable service for families caring for elderly or special-needs relatives.

Motion: Councilor Stallings moved to approve Ordinance #02-2026, approving a development code amendment to chapter 20, home occupations, adding adult daycare, but also include that in order to obtain and maintain the validity of a Lehi City Business License for any adult daycare, the applicant shall obtain and keep a valid, Utah Department of Health adult daycare license and an annual fire safety inspection. Any adult daycare home occupation shall also strictly comply with all other requirements set forth in Utah Administrative Code R501-1; and include the DRC comments. Councilor Freeman seconded the motion.

Roll Call Vote: YES: Councilor Freeman, Councilor Harrison, Councilor Lockhart, Councilor Newall, and Councilor Stallings. The motion passed unanimously.

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

Councilor Harrison presented a resolution urging preservation of local land use authority and opposing new statewide high-density or "by right" housing mandates. He supported keeping land use decisions closest to the people and maintaining each city's unique identity and development approach. The resolution was edited to remove specific bill references based on feedback from the Utah League of Cities and Towns (ULCT). The principle focused on cities maintaining zoning and land use authority rather than having state-mandated housing requirements.

Councilor Newall appreciated the collaborative approach and tone of the resolution, emphasizing the importance of local control while maintaining good relationships with state officials.

Councilor Stallings praised the recognition of diverse housing needs and the acknowledgment that infrastructure costs get shifted to local taxpayers. She supported the resolution as a tool for future discussions with state legislators.

Councilor Lockhart requested removal of the parenthetical reference "(more than Davis County and Weber County combined)" to avoid potentially offending other entities.

Motion: Councilor Freeman moved to approve Resolution #2026-05 of the Lehi City Council, urging preservation of local land use authority and opposing new statewide high-density or "by-right" housing mandates, with the requested language about Davis and Weber Counties struck from the resolution. Councilor Lockhart seconded the motion.

Roll Call Vote: YES: Councilor Freeman, Councilor Harrison, Councilor Lockhart, Councilor Newall, and Councilor Stallings. The motion passed unanimously.

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

Councilor Freeman said the regional land use resolution is basically the same as the Lehi-only one but invites neighboring cities to join. She noted these ideas aren't new—she and others have already discussed them with legislators and other municipalities—and the resolution simply formalizes position.

Motion: Councilor Harrison moved to approve Resolution #2026-06 of the Participating Municipalities of Northern Utah County, urging preservation of local land use authority and opposing new statewide high-density or "by-right" housing mandates, with the requested language about Davis and Weber Counties struck from the resolution. Councilor Newall seconded the motion.

Roll Call Vote: YES: Councilor Freeman, Councilor Harrison, Councilor Lockhart, Councilor Newall, and Councilor Stallings. The motion passed unanimously.

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

Councilor Harrison presented resolutions #2026-07 and #2026-08, urging additional equitable transportation funding for Utah County. However, extensive discussion revealed the need for more development and collaboration.

Councilmember Newall mentioned she had helped write a joint letter in November for the Mountainland Association of Governments (MAG) signed by Utah County Commissioners and 20 mayors addressing similar issues, suggesting this could serve as a baseline.

DRAFT

Council member Lockhart expressed concerns about language that might appear unappreciative of billions already received in funding, suggesting the wording needed refinement.

Councilor Stallings noted the ongoing Point of the Mountain study (PELL study) and suggested waiting for its results to make more specific funding requests rather than general ones.

The council agreed that more time was needed to develop comprehensive resolutions with additional data, coordination with other entities, and specific project requests.

Motion: Councilor Freeman moved to table Resolution 2026-07 and Resolution 2026-08 (both transportation funding resolutions), directing staff to work toward bringing them back by approximately August 1st. Councilor Newall seconded the motion.

Roll Call Vote: YES: Councilor Freeman, Councilor Harrison, Councilor Lockhart, Councilor Newall, and Councilor Stallings. The motion passed unanimously.

14) Consideration of Resolution #2026-08 of the Participating Municipalities of Northern Utah County, urging additional and equitable transportation funding for Utah County.

This item was discussed and a motion was made in conjunction with item #13.

4) Administrative Report (from Pre Council Agenda)

Jason Walker addressed the potential cancellation of the February 24th meeting, which the council approved after confirming it wouldn't affect general plan amendment deadlines. The budget process timeline was discussed, with key dates including a budget retreat on January 29th and February 5th, staff goals due February 20th, budget requests due February 27th, and presentations to council March 9th-10th. For internal department budget meetings, no more than two council members could attend at once.

5) Mayor and Council Reports (from Pre Council Agenda)

Council members provided updates on various committee meetings and activities:

- Councilor Newell: Reported on the new Alpine School District Superintendent Dr. Joel Perkins and ongoing search for a business administrator
- Councilor Lockhart: Attended a housing discussion and highlighted HB 68, a housing reorganization bill

- Councilor Harrison: Reported on Utah League of Cities meeting and suggested more regular presentations by lawmakers in council meetings.
- Councilor Stallings: Discussed Representative Roberts' bill consolidating housing infrastructure financing tools and updates from the Hutchings Museum regarding free employee access and America's 250th anniversary planning

The meeting concluded with Mayor Binns noting the busy pace of work and preparing council members for upcoming legislative session activities requiring their attention and potential advocacy calls.

15) Adjournment

With no further business to come before the Council, the meeting adjourned at approximately 9:15 p.m.

Approved: March 10, 2026

I, Teisha Wilson, City Recorder for Lehi City, hereby certify that the foregoing minutes were duly approved and represent a true, accurate and complete record of the meeting. This document constitutes the official minutes for the Lehi City Council Meeting.

_____

Teisha Wilson, City Recorder

DRAFT

Agenda Item No: 2

City Council Agenda Item Report

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

Subject:
Approve Purchase Orders

Suggested Action:

Attachments:

8309 - Playground Replacements

PURCHASE ORDER

LEHI CITY CORPORATION
153 NORTH 100 EAST
LEHI UT 84043

8309

THS ORDER NUMBER MUST APPEAR ON YOUR INVOICE

5957
ISSUED TO: GREAT WESTERN INSTALLATIONS INC
975 SOUTH STATE HWY 89

LOGAN UT 84321

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

PURCHASE ORDER DATE: 03/03/2026 DEPARTMENT: PARKS

QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL	GL ACCOUNT
1.00	RFP Bid	278,244.01	278,244.01	10-64-54-000
	RFP BID			

TOTAL 278,244.01

COMMENTS/NOTES

RFP Bid

FINAL ELECTRONIC APPROVAL BY: _____ DATED _____

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

QUOTE

117211-01-05 • 02/18/2026

Pilgrim's Landing Park and Summercrest Park Playground Replacements Option 5A

Customer:

Lehi City
PO Box 255
Lehi, UT 84043-0255
United States

Ship to Zip: 84043

Prepared for:

Trent Dyer
Phone: 303-818-8844
tdyer@lehi-ut.gov

Prepared by:

Great Western Installations, Inc
975 S. State Hwy 89
Logan, UT 84321
Office: 435-245-5055
Fax: 435-245-5057

Sales Rep: Tanner Stephens
Cell: 801-866-9381
tanner@gwpark.com
www.gwpark.com

Qty	Part #	Description	List $	Selling $	Ext. Selling $
Pilgrim's Landing					
1	RDU	**GameTime - Custom 5-12 Playground** • Reference Drawing 117211-01-Opt 5 PL	$148,726.92	$75,893.38	$75,893.38
1	RDU	**GameTime - Swing Set** • Reference Drawing 117211-01-Opt 5 PL	$14,468.00	$12,153.12	$12,153.12
1	6243	**GameTime - Tri Runner**	$19,808.00	$14,261.76	$14,261.76
1	5179	**GameTime - Welcome Sign (5-12)**	$825.00	$726.00	$726.00
1	178749	**GameTime - Owner's Kit**	$98.07	$98.07	$98.07
300	INSTALL	**Other Product 1 - Engineered Wood Fiber - Blown In** 6205 SF @ 12" Compacted Depth Regular Wages	$64.00	$64.00	$19,200.00
1	INSTALL	**Install - Installation of Playground Equipment** Regular Wages	$30,000.00	$30,000.00	$30,000.00
Summercrest Park					
1	RDU	**GameTime - Custom 5-12 Playground** • Reference Drawing 117211-01-Opt 5 SM	$131,148.93	$64,824.15	$64,824.15
1	RDU	**GameTime - Summercrest Swing Set** • Reference Drawing 117211-01-Opt 5 SM	$6,480.00	$5,443.20	$5,443.20
1	6246	**GameTime - Solo Spinner**	$2,667.00	$2,240.28	$2,240.28
1	5179	**GameTime - Welcome Sign (5-12)**	$825.00	$726.00	$726.00
1	178749	**GameTime - Owner's Kit**	$98.07	$98.07	$98.07
174	INSTALL	**Other Product 1 - Engineered Wood Fiber - Blown In** 3600 SF @ 12" Compacted Depth Regular Wages	$64.00	$64.00	$11,136.00

QUOTE

117211-01-05 • 02/18/2026

1	INSTALL	**Install - Installation of Playground Equipment** Regular Wages	$26,600.00	$26,600.00	$26,600.00

Sub Total	$263,400.03
Estimated Freight	$14,843.98
Grand Total	**$278,244.01**

Comments

Your Sales Rep is Tanner Stephens. Please reach out to Tanner at 801-866-9381 if you should have any questions regarding this quote.

Due to the volatility of freight costs, the freight pricing is subject to change at the time of order.

Pricing is subject to change. Request updated pricing when purchasing from quotes more than 30 days old.

*****OPTIONAL-To include a Payment and Performance Bond, please add $5,305.**

Shipping to Site Addresses:
Trent Dyer
385-201-2714
tdyer@lehi-ut.gov

Pilgrim's Landing
3300 W 3900 N
Lehi, UT 84048

Summercrest Park
1047 E 1900 N
Lehi, UT 84043

Site Address:

*Freight charges are based on listed zip code and are subject to change if shipping information changes.

*Deposit may be required.

Permitting not included, unless otherwise noted.

Customer is responsible for offloading.

Regular Wages

Agenda Item No: 3

City Council Agenda Item Report

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

Subject:
Approve Resolution #2026-12, Modifying the Initial Terms of Alternate Planning Commissioners

Suggested Action:

Attachments:

Res 2026-12

RESOLUTION NO. 2026-12
A RESOLUTION OF THE LEHI CITY COUNCIL MODIFYING THE INITIAL TERMS OF THE ALTERNATE PLANNING COMMISSIONERS

WHEREAS, the Lehi Municipal Code Title 3, Chapter 2, outlines the qualifications for membership, terms, vacancies, and appointments for the Lehi Planning Commission; and

WHEREAS, on December 16, 2025, Steven Su'a-Filo was appointed to an initial term as an Alternate Planning Commissioner to expire on December 31, 2028; and

WHEREAS, on December 16, 2025, Lindsay Gehman was appointed to an initial term as an Alternate Planning Commissioner to expire on December 31, 2028; and

WHEREAS, the Mayor and City Council wish to modify the length of the initial terms of these Alternate Planning Commissioners to June 30, 2028.

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

1. Modify the initial term of Steven Su'a-Filo as 1st Alternate on the Planning Commission, to a term that will expire June 30, 2028.
2. Modify the initial term of Lindsay Gehman as 2nd Alternate on the Planning Commission, to a term that will expire June 30, 2028.
3. The provisions of this resolution shall take effect immediately upon passage.

PASSED and APPROVED this 10th day of March, 2026

Lehi City Corporation

_____ _____

Paul Binns, Mayor Teisha Wilson, City Recorder

Agenda Item No: 4

City Council Agenda Item Report

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

Subject:
Approve Resolution #2026-11, a Cell Tower Option and Lease Agreement with AT&T at Lehi Sports Park

Suggested Action:

Attachments:

Res 2026-11

Agreement-AT&T Sports Park Cell Tower Lease (final)

LEHI CITY

RESOLUTION NO. 2026-11

A RESOLUTION OF THE LEHI CITY COUNCIL APPROVING AN OPTION AND LEASE AGREEMENT WITH NEW CINGULAR WIRELESS PCS LLC FOR FACILITIES LOCATED AT APPROXIMATELY 2000 WEST 799 SOUTH IN LEHI

WHEREAS, the City owns real property located in Lehi at approximately 2000 WEST 799 SOUTH, otherwise known as the Sports Park ("Property");

WHEREAS, the City desires to grant New Cingular Wireless PCS LLC an option for the right to use a portion of the Property to install facilities to support an attachment on an existing cell tower in accordance with an Option and Lease Agreement;

WHEREAS, after considering the facts and comments presented to the City Council, the Council finds that: (i) the Option and Lease Amendment with New Cingular Wireless PCS LLC should be approved; 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 Option And Lease Agreement with New Cingular Wireless PCS LLC attached hereto as Exhibit "A" is hereby approved and the Mayor is authorized to execute the Agreement and take all other such action as is necessary to make it effective.

2. This resolution shall take effect immediately.

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

LEHI CITY ATTEST

_____

_____

Paul Binns, Mayor Teisha Wilson, City Recorder

Exhibit “A”

Cell Site #: UTL94194
Cell Site Name: SARATOGA RD AND PIONEER
Fixed Asset #: 15506599
State: UTAH
County: UTAH

OPTION AND LEASE AGREEMENT

This Option and Lease Agreement ("Agreement") is executed in duplicate this _____ day of _____, 2026 ("Effective Date"), by and between the **Lehi City Corporation (**which acquired title as Lehi City**), a municipal corporation and political subdivision of the State of Utah**, with its principal offices located at 153 North 100 East, Lehi, Utah 84043 (the "City"), and **New Cingular Wireless PCS, LLC, a Delaware limited liability company,** having a mailing address of 1025 Lenox Park Blvd NE, 3rd Floor, Atlanta, GA 30319 (hereinafter referred to as "PROVIDER").

RECITALS

WHEREAS, the City owns real property located at 2000 W 799 S Lehi, County of Utah, State of Utah 84043 (the "Property"), the legal description for is attached hereto at **Exhibit "A"**; and

WHEREAS, the City operates a Park and Sports Complex on the Property; and

WHEREAS, the City desires to grant to PROVIDER an option for the right to use a portion of the Property in accordance with this Agreement; and

WHEREAS, this Agreement sets forth the parties' respective rights and responsibilities related to the option and if exercised the operation and maintenance of a monopole, antennas and equipment facilities on a portion of the Property.

COVENANTS

NOW, THEREFORE, in consideration of the mutual covenants of the parties as hereinafter set forth, and for other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. **Option; Term.**

1.1. **Option.** City grants PROVIDER an exclusive option (the "Option") to lease the Premises (as defined below) in accordance with the terms of this Agreement. In consideration of City granting PROVIDER the Option, PROVIDER agrees to pay Landlord the sum of Four Thousand and No/100 Dollars ($4,000.00) within thirty (30) business days after the full execution of this Agreement by both parties. The Option may be exercised during a term of one (1) year commencing on the Effective Date (the "**Option Term**"). PROVIDER may exercise the Option by notifying City in writing thereof during the Option Term. If PROVIDER exercises the Option, then City leases the Premises to Tenant subject to the terms and conditions of this Agreement. If PROVIDER does not exercise the Option during the Option Term, then this Agreement will terminate, and the parties will have no further liability to each

other.

1.2. The term of this Agreement is five (5) years (the "Initial Term"), commencing on the effective date of written notification by PROVIDER to City of PROVIDER's exercise of the Option ("Commencement Date"). This Agreement shall be automatically renewed for four (4) additional terms of five (5) years each (each a "Renewal Term") according to the terms and conditions set forth herein, unless PROVIDER provides the City notice of intention not to renew not less than ninety (90) days prior to the expiration of the Initial Term or of any Renewal Term.

2. **Premises.** The City hereby agrees to lease to PROVIDER a portion of the Property. That portion of the Property to be leased to PROVIDER shall include the area described in the attached **Exhibit "A**" (the "Premises"). **Exhibit "A"** is by reference incorporated herein. This Agreement is subject to the following terms and conditions:

2.1. **Use.** The Premises shall be used only for transmitting and receiving wireless telephone and radio communication signals and for constructing, operating, maintaining, repairing and replacing related facilities, towers, antennas and equipment, and other structures described in the site plan, vicinity map and enlarged site plan submitted to the City by PROVIDER or its predecessors, including but not limited to space for an equipment shelter and antenna structure. PROVIDER's right to use the Premises is exclusive. For a period of ninety (90) days following the start of construction, City grants PROVIDER, its employees, agents and contractors, the right to use such portions of the City's contiguous, adjoining or surrounding property as may reasonably be required during construction and installation of PROVIDER's communication facility. PROVIDER'S use of the City's contiguous, adjoining or surrounding property for construction and installation shall not interfere with the existing use of the property and PROVIDER shall restore the condition of the City's contiguous, adjoining or surrounding property to the condition that existed prior to PROVIDER'S use for construction and installation.

2.2. **Construction.** The design of the monopole and associated facilities, antennas and equipment are depicted in **Exhibit "C"** which is attached hereto and by reference is made a part hereof. Any other construction on the Premises must be approved in writing by the City, which approval shall not be unreasonably withheld, delayed or conditioned. Notwithstanding the foregoing, PROVIDER shall have the right, without City's consent, to upgrade its facilities and equipment on the Premises, including but not limited to addition of antennas and equipment to the monopole and equipment within PROVIDER's shelter, and to permit additional Providers' (as defined in Section 3.1.2) to install and upgrade their communication facilities and equipment on the Premises; provided that said upgrades and additions do not materially change the nature of PROVIDER's use of the Premises, PROVIDER is in compliance with Section 3.1.2, and such other Providers comply with all of the terms and conditions of this Agreement.

2.3. **Construction Costs.** PROVIDER shall pay all costs associated with constructing, maintaining and operating any facilities, towers, antennas or equipment on the Premises related to PROVIDER's use of the Premises.

2.4. **Appearance.** PROVIDER shall keep and maintain the Premises, and any monopole, tower, facility, antenna or equipment on the Premises, in a neat, orderly and safe condition.

2.5. **Compliance.** PROVIDER shall comply with all Federal, State and local laws and regulations in constructing and using the monopole and all related facilities, including applicable zoning, building code and FCC requirements. PROVIDER shall obtain, at its own expense, all licenses, permits and authorizations required for its use of the Premises.

2.6. **License to Cross Property.** The City grants PROVIDER a non-exclusive license to cross over the Property for access to the Premises to and from a public right-of-way and to bring utilities to the Premises. The City may designate the location(s) where PROVIDER may access the Property and to the appropriate, in PROVIDER's discretion, source of electric, fiber and telephone facilities.

2.7. **Quiet Possession.** The City grants PROVIDER quiet possession of the Premises during the term of this Agreement (including extensions), subject to any approved co-locator's right to use or lease a portion of the monopole and also subject to the City's use of the Property, provided that PROVIDER is not in default beyond the expiration of any cure period.

2.8. **Non-Disturbance.** In no event shall PROVIDER's use of the Premises limit or disrupt the City's existing use of the Property, or in any way interfere with the City's existing or proposed communications systems. The City's proposed communications system is an 800 MHz system which may be located on the Property. **Exhibit "B"**, which is attached hereto and incorporated herein by reference, lists the county-wide frequencies that may be used with City's 800 MHz system. PROVIDER shall take any steps necessary to ensure that its transmissions from the Premises and its use of the Premises do not interfere with any of the listed frequencies. PROVIDER agrees to promptly remedy any such disruption or interference at its own expense. All other types of interference problems shall be dealt with as discussed in Section 8 herein.

2.9. **Safety.** PROVIDER acknowledges that the Premises upon which the monopole, equipment building and related facilities are situated, are located in proximity to residential dwellings. PROVIDER shall construct and maintain its facilities in a manner that does not create a hazard or safety problem for the residents of the surrounding neighborhoods. PROVIDER shall take whatever steps may be necessary to eliminate the risk of injury or accident to any of the residents of the surrounding neighborhoods from PROVIDER facilities or property.

2.10. **UAS**. If PROVIDER elects to utilize an Unmanned Aircraft System ("UAS") in connection with its installation, construction, monitoring, site audits, inspections, maintenance, repair, modification, or alteration activities at a Premises, City hereby grants PROVIDER, or any UAS operator acting on PROVIDER's behalf, express permission to fly over the applicable Property and Premises, and consents to the use of audio and video navigation and recording in connection with the use of the UAS. Prior to use of the UAS, PROVIDER shall provide City a certificate of insurance evidencing coverage specific to the operation of a UAS.

3. **Consideration.** PROVIDER shall provide the following consideration to the City in exchange for PROVIDER's lease of the Premises:

3.1. **Annual Rent Payment**. PROVIDER shall make annual rent payments to the City. Rent shall be paid according to the terms and conditions set forth in this Section 3.

3.1.1. **Standard Annual Lease Fee**. If the Commencement Date occurs during the first six months of the Option Term, the amount of Rent paid by Provider for the first year of the Initial Term shall be $15,000 and increase thereafter as illustrated in the table below. If the Commencement Date occurs between months seven and the end of the Option Term, the amount of Rent paid by Provider for the first year of the Initial Term shall be $31,200 and increase thereafter as illustrated in the table below. The standard annual lease fee shall increase on each anniversary of the Commencement Date by four percent (4%) each year that this Agreement remains in effect, including during any Renewal Terms exercised (as illustrated in the table below), subject to adjustment at the beginning of Year 10 and Year 20 as provided in Section 3.1.5 below.

	RENTAL RATE
YEAR 1	**$15,000.00**
4% INCREASE	$600.00
YEAR 2	**$15,600.00**
4% INCREASE	$624.00
YEAR 3	**$16,224.00**
4% INCREASE	$648.96
YEAR 4	**$16,872.96**
4% INCREASE	$674.92
YEAR 5	**$17,547.88**
4% INCREASE	$701.92
YEAR 6	**$18,249.80**
4% INCREASE	$730.00
YEAR 7	**$18,979.80**

3.1.2. **Fee to be paid by PROVIDER**. The amount of the annual fee to be paid to the City by PROVIDER shall be based on the number of Providers who use facilities on the Premises (including the monopole). The term "Provider," as used in this Agreement, shall include any and all entities who use or locate facilities on the monopole or other parts of the Premises for the purpose of transmitting and receiving wireless communication signals. The term Provider includes entities referred to as "co-locators" in this Agreement. The parties anticipate that other Providers may also locate facilities on the monopole. For purposes of determining the amount of the annual fee to be paid by PROVIDER pursuant to this section, if any entity uses facilities on the Premises which utilize more than one frequency, that entity shall be treated as being a number of separate Providers equal to the number of frequencies used by that entity.

3.1.2.1. One Provider or No Providers. If there is one Provider on the Premises, PROVIDER shall pay the standard lease fee. PROVIDER shall also pay the standard lease fee if there are no Providers on the Premises.

3.1.2.2. Two Providers. If there are two Providers on the Premises, PROVIDER shall pay an amount equal to one hundred fifty percent (150%) of the standard lease fee.

3.1.2.3. Three Providers. If there are three Providers on the Premises, PROVIDER shall pay an amount equal to two hundred percent (200%) of the standard lease fee.

3.1.2.4. Four or More Providers. In addition to the fee of two hundred percent (200%) of the standard lease fee specified in 3.1.2.3, PROVIDER shall pay an additional fee of fifty percent (50%) of the standard lease fee per Provider for the fourth Provider and fifty percent (50%) of the standard lease fee for each and every additional Provider.

3.1.3. **Proration**. Whenever an additional Provider locates on the monopole or any other part of the Premises, PROVIDER shall pay the City the additional lease fee that is due as a result of the additional Provider. The increase in the annual fee for the year in which the additional Provider is added shall be prorated.

3.1.4. **Payment Schedule**. Annual rent payments shall be paid in advance, on or before each anniversary of the Commencement Date every year during the Initial Term and each Renewal Term. Any payment which is not received by the City within ten (10) days of the due date shall be subject to interest at the rate of fifteen percent (15%) per annum, or the maximum amount permitted by law, whichever is less, from the due date of the payment until paid in full. Notwithstanding the forgoing to the contrary, provided City receives the first annual rent payment within forty-five (45) days after the Commencement Date, such payment shall not be deemed delinquent nor incur any late fees.

3.1.5. **Annual Rent Payment Adjustment.** The annual rent payment may be adjusted by the City at the beginning of Year 10 and the beginning of Year 20 of this Agreement. The purpose of the adjustment is to ensure that the City receives fair market value for the Premises over the entire term of this Agreement. If, at its sole discretion, the City elects to hire an independent appraiser, the independent appraiser shall be mutually agreed to by the parties. The annual rent payment shall then be adjusted as determined by the independent appraiser's finding of fair market value.

3.2. **Intentionally Omitted**.

3.3. **Co-Location.** PROVIDER acknowledges that the City desires to minimize the number of monopoles and antennas in Lehi, while still allowing fair competition and city-wide coverage for each telecommunications provider. One of the primary purposes of this Agreement is to encourage multiple uses of the Premises and the monopole. The parties intend that at least one other party shall co-locate on the monopole. PROVIDER shall give the City written notice of its intent to add each additional co-locator. It is anticipated that any co-locating party shall negotiate with PROVIDER regarding compensation acceptable to PROVIDER for use of the monopole. PROVIDER shall allow co-location on the monopole, and shall negotiate in good faith with any

party desiring to co-locate. Good faith negotiations shall include offering a potential co-locator the opportunity to rent space on the monopole on commercially reasonable terms. Future co-location is also subject to the following conditions:

3.3.1. **Technical Report.** Each potential co-locator shall provide PROVIDER, the City and all other co-locating parties with detailed specifications for and the weight of the proposed new antennas and the proposed transmission frequencies, together with an engineering report satisfactory to PROVIDER, the City and the other co-locators showing that the monopole will support the load, and that the use of the new antennas at the specified frequencies will not cause any interference to PROVIDER, the City or the other pre-existing co-locators' use of their antenna facilities.

3.3.2. **Indemnification.** Each co-locator shall indemnify and hold harmless PROVIDER, the City and all other pre-existing co-locating parties from all claims and liabilities with respect to the co-locator's use of the new antennas, and agree to name PROVIDER, the City and the other pre-existing co-locating parties as additional insureds under its commercial general liability insurance policy.

3.3.3. **Permits/Approvals.** Each co-locator shall be responsible for all government permits and satisfaction of all other regulatory approvals with respect to the installation and use of the new antennas, and shall comply with all federal, state and local laws and regulations in constructing and using its own equipment and facilities on the Premises.

3.3.4. **Notification of Additional Co-locators**. PROVIDER shall provide written notice to the City of each additional co-locator who locates any facilities on the monopole or any other part of the Premises.

4. **Ownership of Monopole.** PROVIDER shall own any and all facilities installed on the Premises by PROVIDER including the monopole, equipment building and other facilities. At the expiration of the twenty-five (25) year lease term, if PROVIDER desires to continue to lease the Premises and use the monopole, the City and PROVIDER may agree to extend this Agreement for an additional term or may agree to negotiate a new lease with terms and conditions acceptable to both parties. If this Agreement is terminated by PROVIDER as provided under Section 10, or if the parties do not agree to extend this Agreement or negotiate a new lease at the expiration of the twenty-five (25) year lease term, the City shall have the right to require PROVIDER to remove any and all facilities, structures, fixtures and other property owned by PROVIDER including but not limited to the monopole and equipment building, from the Premises at PROVIDER's sole expense; provided that PROVIDER shall have no obligation to remove any foundations or underground utilities more than three feet (3') below grade. If PROVIDER terminates this Agreement before the expiration of the twenty-five (25) year lease term for any reason other than an uncured default by the City, PROVIDER may sell the monopole to any co-locator, or to any other party if approved in writing by the City. However, any new owner of the monopole must agree in writing to all of the terms, conditions and obligations set forth in this Agreement. If PROVIDER terminates this Agreement before the expiration of the twenty-five (25) year lease term, and if no other party purchases the monopole, the City shall have the right to purchase the monopole and related equipment for One Dollar ($1.00); provided that if termination is due to an

uncured default by City and City requests to purchase the monopole, then City shall be required to pay PROVIDER fair market value for the monopole as reasonably determined by PROVIDER. If the City chooses not to exercise its option to purchase the monopole, PROVIDER shall remove the monopole, equipment building(s) and all other facilities at its own expense. PROVIDER shall also restore the Premises to the condition that existed before installation of the facilities, reasonable wear and tear excepted.

5. **Assignment/Sublease.** PROVIDER will have the right to assign, sell or transfer its interest under this Agreement, in whole or part (including the Option), without City's consent, to: (a) PROVIDER's Affiliate (as defined herein below), (b) any entity that acquires all or substantially all of the PROVIDER's assets in the market as defined by the Federal Communications Commission ("FCC") in which the Property is located, or (c) an entity whose primary business is managing and maintaining wireless communications towers. PROVIDER may not otherwise assign this Agreement without City's consent, City's consent not to be unreasonably withheld, conditioned or delayed. Upon notification to City of such assignment, transfer or sale, the assignor will be relieved of all future performance, liabilities and obligations under this Agreement. PROVIDER shall have the right to sublease the Premises, in whole or in part, without City's consent; provided such subtenant agrees in writing to be bound by all the terms and conditions of this Agreement.

5.1 **Affiliates.** All references to "PROVIDER" shall be deemed to include any Affiliate of New Cingular Wireless PCS, LLC, using the Premises for any permitted use or otherwise exercising the rights of PROVIDER pursuant to this Agreement. "Affiliate" means with respect to a party to this Agreement, any person or entity that (directly or indirectly) controls, is controlled by, or under common control with, that party. "Control" of a person or entity means the power (directly or indirectly) to direct the management or policies of that person or entity, whether through the ownership of voting securities, by contract, by agency or otherwise.

6. **Notices.** All notices must be in writing and are effective when received, refused or returned undelivered after having been deposited in the U.S. mail, certified and postage prepaid, or when sent via overnight delivery, or as otherwise provided by law.

Notice to the City shall be sent to the following address:

Lehi City
153 East 100 North
Lehi, Utah 84043

Notice to PROVIDER shall be sent to the addresses listed below:

If to PROVIDER: New Cingular Wireless PCS, LLC
ATTN: Tower Asset Group – Lease Administration

RE: Cell Site #: UTL94194; Cell Site Name: Saratoga and Pioneer (UT)
Fixed Asset #: 15506599
1025 Lenox Park Blvd NE, 3rd Floor
Atlanta, GA 30319

With a copy to: New Cingular Wireless PCS, LLC
ATTN: Legal Dept – Network Operations
RE: Cell Site #: UTL94194; Cell Site Name: Saratoga and Pioneer (UT)
Fixed Asset #: 15506599
208 S. Akard Street
Dallas, TX 75202-4206

The copy sent to PROVIDER's Legal Department is an administrative step which alone does not constitute legal notice. Either party hereto may change the place for the giving of notice to it by thirty (30) days' prior written notice to the other party hereto as provided herein.

7. **Compliance with Laws.** The City represents that its Property (including the Premises), and all City improvements located thereon, are in substantial compliance with building, life/safety, disability and other laws, codes and regulations of applicable governmental authorities. PROVIDER shall comply with all applicable laws relating to its possession and use of the Premises.

8. **Interference.**

8.1 The City may have existing microwave and other radio transmission equipment on the Property. Prior to or concurrent with the full execution of this Agreement, City has provided or will provide PROVIDER with a list of radio frequency user(s) and frequencies used on the Property as of the Effective Date. As long as the City operates and continue to operate within their respective frequencies and in accordance with all applicable laws and regulations, PROVIDER shall resolve any interference caused to the City's existing communications systems by PROVIDER's construction and operation of the monopole and related facilities (including activities of all Providers on the Premises), and PROVIDER shall also resolve any interference caused to the City's proposed communications system as described in paragraph 2.8. Except as provided in paragraph 2.8, whenever any party changes equipment or installs new equipment on the Premises, PROVIDER shall require that party to resolve any interference to the City caused by such changes or installation.

8.2 City will not grant, after the Effective Date, a lease, license or any other right to any third party, if the exercise of such grant may in any way adversely affect or interfere with the PROVIDER's communication facility, the operations of PROVIDER or the rights of PROVIDER under this Agreement. City will notify PROVIDER in writing prior to granting any third party the right to install and operate communications equipment on the Property.

8.3 Except as may be necessary in the case of an emergency, City will not, nor will City permit its employees, tenants, licensees, invitees, agents or independent contractors to interfere in any way with PROVIDER's communication facility, the operations of PROVIDER or the rights of PROVIDER under this Agreement. City will cause such interference to cease within twenty-four (24) hours after receipt of notice of interference from PROVIDER. In the event any such interference does not cease within the aforementioned cure period, City shall cease all operations which are suspected of causing interference (except for intermittent testing to determine the cause of such interference) until the interference has been corrected.

8.4 For the purposes of this Agreement, "interference" may include, but is not limited to, any use on the Property that causes electronic or physical obstruction with, or degradation of, communications signals.

9. **Utilities.** PROVIDER has had an opportunity to inspect utilities present on the Property, and at the Premises, and is satisfied that such utilities are adequate for its needs. The City shall cooperate with PROVIDER in its efforts to provide needed utilities to the Premises, although PROVIDER shall pay any costs associated with bringing utilities to the Premises.

10. **Termination**. PROVIDER may terminate this Agreement at any time without further liability by providing notice to the City if PROVIDER does not obtain all permits or other approvals (collectively, "approval") required from any governmental authority or any easements required from any third party to operate its communications facility at the Premises, or if any such approval is canceled, expires or is withdrawn or terminated, or if the City fails to have proper ownership of the Premises or authority to enter into this Agreement, or if PROVIDER, for any other reason, in its sole discretion, determines that it shall be unable to use the Premises for its intended purpose. Upon termination, any prepaid rent shall be refunded to PROVIDER and the City shall have the right to require PROVIDER to remove any and all facilities, structures, fixtures and other property owned by PROVIDER, including but not limited to the monopole and equipment building, from the Premises at PROVIDER's sole expense and PROVIDER shall restore the Premises and Property to the condition it was in prior to PROVIDER'S construction and installation; ordinary wear and tear and subject to the terms of Section 4 herein above excepted.

11. **Default.** If any party is in default under this Agreement for a period of (a) sixty (60) days following receipt of written notice from the non-defaulting party with respect to a default which may be cured solely by the payment of money, or (b) sixty (60) days following receipt of written notice from the non-defaulting party with respect to a default which may not be cured solely by the payment of money, then, in either event, the non-defaulting party may pursue any remedies available to it against the defaulting party under applicable law, including, but not limited to, the right to terminate this Agreement. If the non-monetary default may not reasonably be cured within a sixty (60) day period, this Agreement may not be terminated if the defaulting party commences action to cure the default within such sixty (60) day period and proceeds with due diligence to fully cure the default. If the City terminates this Agreement based on an uncured default by PROVIDER, the City shall have the option to require PROVIDER to remove the monopole and all related facilities at PROVIDER's expense.

12. **General Indemnification.** PROVIDER shall indemnify and hold the City and its officers, officials, employees, agents and volunteers harmless from and against all claims, damages, losses and expenses (including attorney's fees), in connection with a third party claim arising out of or resulting from the activities of PROVIDER, or any employee, agent, contractor or representative of PROVIDER under this Agreement, except to the extent attributable to the negligent or intentional act or omission of City, its employees, invitees, agents or independent contractors. The obligation of PROVIDER to indemnify the City pursuant to this section shall include but is not limited to costs relating to environmental clean-up or non-compliance arising from PROVIDER's use of the Premises. The City shall indemnify and hold harmless PROVIDER, and its employees,

agent, and contractors from and against all claims, damages, losses and expenses (including attorney's fees), in connection with a third party claim arising out of or resulting from the City's, and it's employees and agents negligent and intentional acts, except to the extent attributable to the negligent or intentional act or omission of PROVIDER, its employees, agents or independent contractors.

13. **Property Damages.** PROVIDER shall indemnify the City against any and all loss or damage to the City's Property, except ordinary wear and tear, caused by the negligence or willful misconduct of PROVIDER, or any employee, agent, contractor or representative of PROVIDER. Pursuant hereto PROVIDER shall reimburse the City for any such damage caused. Possible damage includes, but is not limited to, lawn/grass, sprinklers, fences, buildings, parking areas, etc., which may result from the acts or failure to act by PROVIDER's employees, contractors, or agents. The City shall also indemnify PROVIDER against any and all loss or damage to PROVIDER's property, except ordinary wear and tear, caused by the negligence or willful misconduct of the City or its employees, agents, or contractors. Pursuant hereto the City shall reimburse PROVIDER for any such damage caused.

14. **Hazardous Substances.** The City represents that it has no knowledge of any substance, chemical or waste (collectively, "substance") on the Premises that is identified as hazardous, toxic or dangerous in any applicable federal, state of local law or regulation. PROVIDER shall not introduce or use any such substance on the Premises, except in compliance with all applicable federal, state or local laws and regulations.

15. **Taxes.** PROVIDER shall be responsible for payment of all personal property taxes assessed directly upon the monopole or any other equipment or facilities owned by PROVIDER on the Property. The City's real property is normally exempt from property taxes. If, as a result of this Agreement, real property taxes are assessed against the Premises, PROVIDER shall pay any such taxes attributable to the monopole, the equipment building and any other equipment or facilities maintained on the Premises by PROVIDER.

16. **Insurance.**

16.1. **Types.** PROVIDER shall carry and maintain the following types of insurance for the duration of this Agreement. Any contractor hired by PROVIDER to perform work at the Premises shall also meet these insurance requirements.

16.1.1. **Commercial General Liability.** Commercial General Liability ("CGL") insurance with coverage that is at least as broad as the Insurance Services Office Commercial General Liability coverage ("occurrence" form) CG 00 01 or equivalent.

16.1.2. **Business Auto**. Business Auto insurance with coverage that is at least as broad as the Insurance Services Office Business Auto Coverage form.

16.1.3. **Workers' Compensation and Employer's Liability.** Workers' Compensation insurance as required by the State of Utah and Employer's Liability Insurance.

16.2. **Coverage Limits.** PROVIDER's required insurance shall have the following coverage limits:

16.2.1. **Commercial General Liability.** $1,000,000.00 combined single limit per occurrence for bodily injury, personal injury and property damage. If the policy contains a general aggregate limit, the general aggregate limit must apply separately to this Agreement or the general aggregate limit shall be $2,000,000.00.

16.2.2. **Business Auto.** $1,000,000.00 combined single limit per accident for bodily injury and property damage.

16.2.3. **Workers' Compensation and Employer's Liability.** Workers' Compensation as required by the State of Utah and $500,000.00 per accident for Employer's Liability.

16.3. **Deductibles.** Any deductibles or self-insured retentions must be declared to the City. At City's option, City may require PROVIDER procure a bond or letter of credit guaranteeing payment of any deductibles or self-insured retentions.

16.4. **Policy Provisions.** The policies shall contain, or be endorsed to contain, the following provisions:

16.4.1. **Additional Insured.** The City, its officers, officials, employees and volunteers shall be listed as additional insured under the CGL and Business Auto policies by endorsement as respects to this Agreement. The coverage on said policies shall contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees and volunteers.

16.4.2. **Primary Insurance.** PROVIDER's insurance coverage shall be primary insurance. Any insurance or self-insurance maintained by the City shall be excess of PROVIDER's insurance and shall not contribute with it.

16.4.3. **Reporting.** Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its officers, employees or volunteers.

16.4.4. **Separate Application.** PROVIDER's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

16.4.5. **Waiver of Subrogation.** To the extent permitted by law, the insurers shall waive, in writing, all rights of subrogation against the City, its officers, officials, employees and volunteers for losses arising from PROVIDER's actions in performing (or failing to perform) this Agreement.

16.4.6. **Cancellation.** Each insurance policy required by this Agreement shall contain an undertaking by the insurer to notify the City in writing not less than thirty (30) days before suspension, cancellation, or if any required coverages are not being replaced. If required

insurance lapses, the City shall have the option of:

16.4.6.1. Purchasing the insurance on behalf of PROVIDER and deducting the insurance costs from the amount owed to PROVIDER; or

16.4.6.2. Terminating this Agreement.

16.5. **Best's Rating.** Each insurer shall have a Best's rating of A-:VII or better. Insurers must maintain the A-:VII or better rating for the entire term of this Agreement.

16.6. **Certificates of Insurance.** PROVIDER shall provide the City with certificates of insurance and with original endorsements effecting coverage required by this Agreement. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements shall be received and approved by the City before work commences.

16.7. **Subcontractors.** PROVIDER shall include any subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

17. **Memorandum of Agreement.** If requested by PROVIDER, the City agrees to promptly execute and deliver a recordable memorandum of this Agreement to PROVIDER.

18. **General Provisions**.

18.1. **Lawful Agreement.** The parties represent that they have lawfully entered into this Agreement, having complied with all relevant statutes, ordinances, resolutions, by-laws and other legal requirements applicable to their operation.

18.2. **Utah Law.** This Agreement shall be interpreted pursuant to Utah law. Each party agrees that any legal action or proceeding with respect to this Agreement may only be brought in the district courts of Utah County, in the state of Utah.

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

18.4. **Interpretation of Agreement.** Whenever the context of any provision shall require it, the singular number shall be held to include the plural number, and vice versa, and the use of any gender shall include any other and all genders. The paragraphs and section headings in this Agreement are for convenience only and do not constitute a part of the provisions hereof.

18.5. **No Presumption.** All parties have participated in preparing this Agreement. Therefore, the parties stipulate that any Court interpreting or construing this Agreement shall not apply the rule of construction that the Agreement should be more strictly construed against the drafting party.

18.6. **Amendments.** This Agreement may be modified or amended by written Agreement

only. No oral modifications or amendments shall be effective.

18.7. **Binding Agreement.** This Agreement shall be binding on the heirs, successors, administrators and assigns of each of the parties and the terms and conditions contained in this Agreement will run with the Property.

18.8. **Complete Agreement.** This Agreement, including Exhibits, represents a complete and final Agreement of the parties. This Agreement was entered into at arms length, and the terms hereof represent the will of the parties. Therefore, no usage of trade, course of dealing, course of performance, or longstanding practices, policies, or procedures of any of the parties, or their agents, may be inferred as part of this Agreement, may be incorporated in any way as part of this Agreement, nor may constitute a waiver of rights by any of the parties hereto.

18.9 **Waiver of City's Liens.** City waives any and all lien rights it may have, statutory or otherwise, concerning PROVIDER's communication facilities or any portion thereof. The PROVIDER's communication facilities shall be deemed personal property for purposes of this Agreement, regardless of whether any portion is deemed real or personal property under applicable law; City consents to PROVIDER's right to remove all or any portion of its communication facilities from time to time in PROVIDER's sole discretion and without City's consent.

18.10 **Limitation of Liability**. Except for the indemnity obligations set forth in this Agreement, and otherwise notwithstanding anything to the contrary in this Agreement, PROVIDER and City each waives any claims that each may have against the other with respect to consequential, incidental or special damages, however caused, based on any theory of liability.

18.11 **Interpretation.** Unless otherwise specified, the following rules of construction and interpretation apply: (i) use of the term "including" will be interpreted to mean "including but not limited to"; (ii) whenever a party's consent is required under this Agreement, except as otherwise stated in the Agreement or as same may be duplicative, such consent will not be unreasonably withheld, conditioned or delayed; (iii) use of the terms "termination" or "expiration" are interchangeable; (iv) reference to a default will take into consideration any applicable notice, grace and cure periods; and (v) if any provision of this Agreement is held invalid, illegal or unenforceable, the remaining provisions of this Agreement shall remain in full force if the overall purpose of the Agreement is not rendered impossible and the original purpose, intent or consideration is not materially impaired.

18.12 **W-9.** As a condition precedent to payment, City agrees to provide PROVIDER with a completed IRS Form W-9, or its respective equivalent, upon execution of this Agreement and at such other times as may be reasonably requested by PROVIDER, including any change in City's name or address.

18.13 **Counterparts.** This Agreement will become effective as a binding Agreement only upon the handwritten legal execution, acknowledgment and delivery hereof by City and PROVIDER. This Agreement may be executed in two (2) or more counterparts, all of which

shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties. All parties need not sign the same counterpart.

18.14 **WAIVER OF JURY TRIAL**. EACH PARTY, TO THE EXTENT PERMITTED BY LAW, KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ITS RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING UNDER ANY THEORY OF LIABILITY ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT OR THE TRANSACTIONS IT CONTEMPLATES.

19. **Relocation**. The City shall have the one-time right during the term of this Agreement, upon no less than eighteen (18) months prior written notice, to require the relocation of the monopole and all related facilities and structures to a suitable mutually acceptable alternate location on the Property in the event that the City determines that in the furtherance of its needs or requirements, such relocation is necessary or desirable and provided that such relocation may be accomplished without causing significant disruption of the wireless services being provided by PROVIDER or its Providers. Any relocation described in this section shall be affected at the City's expense.

20. **Incorporation of Recitals**. The recitals to this Agreement are incorporated into the Covenants section of this Agreement as if fully set forth herein.

21. **Warranties.**

(a) Each of PROVIDER and City acknowledge and represent that it is duly organized, validly existing and in good standing and has the right, power, and authority or capacity, as applicable, to enter into this Agreement and bind itself hereto through the party or individual set forth as signatory for the party below.

(b) City represents, warrants and agrees that: (i) City solely owns the Property as a legal lot in fee simple; (ii) the Property is not and will not be encumbered by any liens, restrictions, mortgages, covenants, conditions, easements, leases, or any other agreements of record or not of record, which would adversely affect City's permitted use and enjoyment of the Premises under this Agreement; (iii) City's execution and performance of this Agreement will not violate any laws, ordinances, covenants or the provisions of any mortgage, lease or other agreement binding on City; and (iv) if the Property is or becomes encumbered by a deed to secure a debt, mortgage or other security interest, then City will provide promptly to PROVIDER a mutually agreeable subordination, non-disturbance and attornment agreement executed by City and the holder of such security interest.

[SIGNATURES APPEAR ON NEXT PAGE]

SIGNED and ENTERED INTO on the last date signed by a party's authorized representative herein below.

LEHI CITY CORPORATION

By:_____
Mark Johnson, Mayor
Date:_____

ATTEST:

_____
Teisha Wilson, City Recorder

NEW CINGULAR WIRELESS PCS, LLC,
a Delaware limited liability company

By: AT&T Mobility Corporation
Its: Manager

By:_____
Name: _____
Title: _____
Date:_____

STATE OF _____)
:ss
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2023, by _____, as the _____ of AT&T Mobility Corporation, Manager of New Cingular Wireless PCS, LLC, a Delaware limited liability company, the PROVIDER named in this Agreement, and as such was authorized to execute this Agreement on behalf of the PROVIDER.

_____ [SEAL]
NOTARY PUBLIC

EXHIBIT “A”

Legal Description of the “Property”

Commencing North 868.51 feet and East 2232.66 feet from the Southwest corner of Section 18, Township 5 South Range 1 East, Salt Lake Base and Meridian; thence North 0 degrees 18'38" East 160.35 feet; thence South 89 degrees 22'35" East 100.06 feet; thence South O degrees 18'38" West 160.35 feet; thence North 89 degrees 22'37" West 100.06 feet to the point of beginning.

(For informational purposes: Tax #13-24-86)

Exhibit "B"

County-Wide Frequencies that may be used with City's 800 MHz System

Utah, Utah County:

Band	**TX (MHz)**	**RX (MHz)**
B14	758-768	788-798
B17	734-746	704-716
B29	716-722	n/a
B5	869-880	824-835
B29	1945-1965	1865-1885
B66	2130-2135 & 2160-2170	1730-1735 & 1760-1770
B30	2350-2360	2305-2315
N77	3860-3940	3860-3940
N77	3470-3550	3470-3550

EXHIBIT "C"
PROVIDER'S Construction Plans and Specification

Agenda Item No: 5

City Council Agenda Item Report

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

Subject:
Approve Resolution #2026-16, a Telecommunications Franchise Agreement with Emery Telcom

Suggested Action:

Attachments:

Res 2026-16

Agreement Emery Telecommunications Franchise

LEHI CITY

RESOLUTION 2026-16

A RESOLUTION GRANTING EMERY TELECOMMUNICATIONS & VIDEO, INC. A NONEXCLUSIVE FRANCHISE TO OPERATE A TELECOMMUNICATIONS NETWORK IN LEHI CITY PURSUANT TO A FRANCHISE AGREEMENT SPECIFYING EMERY TELECOMMUNICATIONS & VIDEO, INC.'S RIGHTS AND DUTIES UNDER THE FRANCHISE

WHEREAS, federal and state law, and Title 8 Chapter 1 of the Lehi City Code provide for the operation of a telecommunications network in the City of Lehi, Utah by franchise agreement; and,

WHEREAS, Lehi City and Emery Telecommunications & Video, Inc. ("Emery Telcom") desire to enter into a nonexclusive franchise agreement granting to Emery Telcom the right and privilege to operate a telecommunications network in Lehi, Utah; and,

WHEREAS, Lehi City and Emery Telcom have negotiated a nonexclusive franchise agreement setting forth Emery Telcom's rights and duties with respect to its operation of a telecommunications network in Lehi, Utah (a copy of which is attached hereto as "Exhibit A"); and,

WHEREAS, on the 10th day of March, 2026, the Municipal Council held a duly noticed public meeting to receive public comment and 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 Municipal Council, the Council finds: (i) that it should approve the attached Franchise Agreement and thereby grant to Emery Telcom a franchise to operate a telecommunications network in Lehi, Utah; and (ii) such action furthers the health, safety and welfare of the citizens of Lehi.

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

PART I:

The attached Franchise Agreement between Lehi City and Emery Telcom is hereby approved; the mayor is authorized to execute the Agreement on behalf of Lehi City; and Emery Telcom is granted a franchise to operate a telecommunications network in Lehi, Utah, pursuant to the Franchise Agreement.

PART II:

This resolution shall take effect immediately.

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

ATTEST:

_____	_____
Paul Binns, Mayor	Teisha Wilson, City Recorder

EXHIBIT “A”

LEHI CITY AND EMERY TELECOMMUNICATIONS & VIDEO, INC.
TELECOMMUNICATIONS FRANCHISE AGREEMENT

THIS FRANCHISE AGREEMENT (hereinafter "Agreement") is entered into as of the _____ day of _____, 2026, by and between the City of Lehi, Utah (hereinafter "City"), a municipal corporation and political subdivision of the State of Utah, with principal offices at 153 North 100 East, Lehi, Utah, and Emery Telecommunications & Video, Inc., a Utah corporation, (hereinafter "Company"), with its principal offices at 445 E Highway 29, P.O. Box 629, Orangeville, Utah 84537. City and Company are herein collectively referred to as “Parties” and separately as “Party”.

WITNESSETH:

WHEREAS, the Company desires to establish a telecommunications network in, under, along, over and across present and future rights-of-way of the City, consisting of telecommunication lines, cables, and all necessary appurtenances (“System”) for the provision of broadband and/or telecommunications services; and

WHEREAS, Lehi City Code Title 8 Chapter 1 "Telecommunications Use of Rights-of-Way" provides for the use of the City’s rights of way for the installation, construction, and maintenance of systems in the City’s rights-of-way; and

WHEREAS, the City, in exercise of its management of public rights-of-way, believes that it is in the best interest of the public to provide the Company a nonexclusive franchise to install and operate a telecommunications network in the city.

WHEREAS, the City and Company have negotiated an arrangement whereby the Company may establish a telecommunications network in, under, along, over and across present and future rights-of-way of the City and provide broadband and telecommunications services pursuant to the terms and conditions outlined in this Agreement and in Lehi City Code Title 8 Chapter 1, and subject to the further reasonable regulation under its police and other regulatory power;

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the Parties contained herein, and for other good and valuable consideration, the City and the Company agree as follows:

ARTICLE 1
FRANCHISE AGREEMENT AND ORDINANCE

1.1 Agreement. Upon approval by the City Council and execution by the Parties, this Franchise Agreement shall be deemed to constitute a contract by and between the City and Company.

1.2 Ordinance. The City has adopted the Telecommunications Use of Rights-of-Way Ordinance which is and incorporated herein by reference. The Company acknowledges that it has had an opportunity to read and become familiar with the Telecommunications Use of Rights-of-Way Ordinance. The Parties agree that the provisions and requirements of the Telecommunications Use of Rights-of-Way Ordinance are material terms of this Agreement. Each Party hereby agrees to be contractually bound to comply with the terms of the Telecommunications Use of Rights-of-Way Ordinance, provided, however, that in the event of a conflict between the terms of this Franchise Agreement and the Telecommunications Use of Right-of-Way Ordinance, this Franchise Agreement shall control. The definitions in the Telecommunications Use of Rights-of-Way Ordinance shall apply herein unless a different or more specific meaning is indicated in this Agreement. Words, terms, and phrases which are not specifically defined herein, but are defined in 47 U.S.C. Section 153, or its successor, shall have the technical meaning provided by that section as of the date of this Agreement. Nothing in this Section shall be deemed to require the Company to comply with any provision of the Telecommunications Use of Rights-of-Way Ordinance which is determined to be unlawful, beyond the scope of the City's authority, or pre-empted by federal law.

1.3 Ordinance Amendments. The City reserves the right to amend the Telecommunications Use of Rights-of-Way Ordinance at any time provided, however, that the City shall not enact any amendments to the Telecommunications Rights-of-Way Ordinance, except as set forth in Article 5 below, that will adversely impact Company without allowing Company thirty (30) days (or such longer time as Company reasonably requests in writing if thirty (30) days is insufficient) in which to comply with the amendment. The City shall give Company notice and an opportunity to be heard concerning any proposed amendments. If there is any inconsistency between Company's rights and obligations under the Telecommunications Use of Rights-of-Way Ordinance as amended and this Agreement, the provisions of this Agreement shall govern during its term. Otherwise, the Company agrees to comply with any such amendments.

1.4 Grant of Franchise. The Telecommunications Franchise provided hereby shall confer upon the Company the nonexclusive right, privilege, and franchise to install, repair, maintain, remove, operate, upgrade, abandon and replace its telecommunications system on the surface of, and any space above or below, any public right of way including, but not limited to, public utility easements, utility strips, or rights of way dedicated for compatible uses present and future in the city in order to provide services. The franchise does not grant to the Company the right, privilege or authority to use easements granted to the City by private property owners for a specific purpose that does not expressly include a telecommunications system without Company receiving the express written permission of the private property owner; or to engage community antenna (or cable) television business; although, nothing contained herein shall preclude the Company from (i) permitting those with a cable franchise who are lawfully engaged in such business to utilize the Company's System within the City for such purposes, or (ii) from providing such service in the future if an appropriate franchise is obtained and all other legal requirements have been satisfied.

1.5 Grant Limited to Occupation. Nothing contained herein shall be construed to grant or convey any right, title, or interest in City's Public Ways to Company, nor shall anything contained herein constitute a warranty of title.

1.6 Licenses. The Company acknowledges that it has obtained the necessary approvals, licenses or permits required by federal and state law to provide telecommunication services consistent with the provisions of this Agreement and with the Telecommunications Rights-of-Way Ordinance.

1.7 Financial Capability. Company warrants that it has the financial capability to construct, maintain, and operate a telecommunications network and to otherwise comply with the provisions of this Agreement.

1.8 Relationship. Nothing herein shall be deemed to create a joint venture or principal-agent relationship between the Parties, and neither Party is authorized to, nor shall either Party act toward third persons or the public in a manner that would indicate any such relationship.

1.9 Pole Attachments/Conduit. The Franchise does not grant Company the right to use City poles, conduit, or other facilities. The use of such facilities shall be governed by a separate joint facilities agreement.

ARTICLE 2
FRANCHISE FEE

2.1 Franchise Fee. (a) For and in consideration of the Franchise, and as fair and reasonable compensation for the use by the Company of the City's Right-of-Way, the Company agrees to pay an annual franchise fee of 3.5% of gross receipts from telecommunications service (the "Franchise Fee"), an amount equal to the municipal telecommunications license tax (the "Municipal Telecommunications Tax") authorized pursuant to the Utah Municipal Telecommunications License Tax Act, Title 10, Chapter 1, Part 4, Utah Code Annotated 1953, as amended (the "Municipal Telecommunications Tax Act"). Such Franchise Fee shall be calculated in the manner provided in the Municipal Telecommunications Tax Act, and shall be paid by the Company to the Utah State Tax Commission, as agent for the City under an Interlocal Cooperation Agreement by and among the City, the Utah State Tax Commission, and others, at the times and in the manner prescribed in the Municipal Telecommunications Tax Act, and any rules and regulations promulgated thereunder. All payments shall be made to the Utah State Tax Commission, whose current address is as follows:

Utah State Tax Commission
210 North 1950 West
Salt Lake City, Utah 84134

Payments are due to the Utah State Tax Commission within forty-five (45) days after receipt by Company. Compliance by the Company with the terms and provisions of the Municipal Telecommunications License Tax Act, and any rules and regulations promulgated thereunder, shall satisfy all requirements of this Agreement with respect to the calculation and payment of the Franchise Fee.

(b) The City and the Company agree to negotiate in good faith any amendments to this Agreement as shall be necessary to accommodate the change in the Franchise Fee, including payment provisions; provided such new or changed provisions shall conform substantially with the provisions contained in any permits held by other similarly situated companies.

(c) Reserved.

2.2 Equal Treatment. City agrees that if any service forming part of the base for calculating the franchise fee under this Agreement is, or becomes, subject to competition from a third party, the City will either impose and collect from such third party a fee or tax on Gross Revenues from such competing service in the same percentage specified herein, plus the percentage specified as a utility revenue tax or license fee in the then current ordinances of the City, or waive collection of the fee provided for herein that are subject to such competition.

ARTICLE 3
TERM AND RENEWAL

3.1 Term and Renewal. The franchise granted to Company shall be for a period of ten (10) years commencing on the date first set forth above in this Agreement, unless this Franchise be sooner terminated as herein provided. At the end of the initial ten (10) year term of this Agreement, the franchise granted herein may be renewed by the Company upon the same terms and conditions as contained in this Agreement for an additional five (5) year term, by providing to the City's representative designated herein written notice of the Company's intent to renew not less than ninety (90) calendar days before the expiration of the initial franchise term. If Utah Code § 10-1-403, is changed, the parties shall amend, upon its renewal, this Agreement to conform to the new statutory limit.

3.2 Rights of Company Upon Expiration or Revocation. Upon expiration of the Franchise granted herein, whether by lapse of time, by agreement between the Company and the City, or by revocation or forfeiture, the Company shall have the right to remove from the Rights-of-Way any and all of its System, but in such event, it shall be the duty of the Company, immediately upon such removal, to restore the Rights-of Way from which such System is removed to as good condition as the same was immediately before the removal was effected.

3.3 Rights of City Upon Expiration or Revocation. Subject to applicable federal and state law, upon expiration of the term of this Franchise, forfeiture, or lawful revocation of this Franchise, and if no renewal, replacement or extension thereof is agreed upon, Company may, at the discretion of the City Council, be required, in part or entirely, to remove all its wires, poles, fixtures, and other facilities or equipment installed or used in the enjoyment of the Franchise or the Parties may mutually agree to abandon Company's facilities in place. Alternatively, the removal, or sale of such facilities and equipment may be directed, limited, or conditioned by the City by agreement or through means of other lawful municipal power or right. The City may continue to invoke any or all provisions of this Franchise against Company or any successor entity enjoying de facto franchise privileges after expiration or revocation. The City and the Company will work together to take all other actions deemed necessary and proper by the City to accommodate the transition to any successor as may be in the best interest of the City or its inhabitants and the Company.

ARTICLE 4
USE AND RELOCATION OF FACILITIES IN THE PUBLIC RIGHT-OF-WAY.

4.1 Franchise Rights to Use the Public Right-of-Way. The Company shall have the right to use the public right-of-way within the City to construct and maintain its

network subject to the conditions set forth in this Agreement, including the provisions of Chapter 8.1; provided, however, that the Company shall not, pursuant to this Agreement, place any new poles, mains, cables, structures, pipes, conduits, or wires on, over, under, within any right-of-way, City park, pleasure ground, or other recreational area currently existing or developed in the future without a permit from the City. Nothing contained herein shall preclude the City from granting a revocable permit for such purpose. Company specifically understands and acknowledges that certain City easements and rights-of-way may be prescriptive in nature, and that nothing in this Franchise extends permission to use the easement or right-of-way beyond the extent that the City may have acquired, and such easements and rights-of-way may be subject to third party prior or after-acquired interests. Company is cautioned to examine each individual easement and right-of-way and the legal arrangement between the City and adjacent property owners. The City assumes no duty or obligation to defend any interest in any easement or right-of-way and Company remains solely responsible to make any arrangements required as a result of other persons claiming an interest in the City easement or right-of-way.

4.2 Company Duty to Relocate; Subordination to City Use. Whenever the City, for any lawful public purpose, shall require the relocation or reinstallation of any property of the Company or its successors in any of the streets, alleys, rights-of-way, or public property of the City, it shall be the obligation of the Company, upon notice of such requirement and written demand made of the Company, to remove and relocate or reinstall such facilities as may be reasonably necessary to meet the requirements of the City. Such relocation, removal, or reinstallation by the Company shall commence no more than thirty (30) days after receipt of a written demand; be at no cost to the City; and accomplished no more than ninety (90) days from the receipt of a written demand. Company and its successors and assigns may maintain and operate such facilities, with the necessary appurtenances, in the new location or locations without additional payment, if the new location is a public place. Any money and all rights to reimbursement from the State of Utah or the federal government to which the Company may be entitled for work done by Company pursuant to this paragraph shall be the property of the Company. The City shall assign or otherwise transfer to the Company all rights the City may have to recover costs for such work performed by the Company and shall reasonably cooperate with the Company's efforts to obtain reimbursement. In the event the City has required the Company to relocate its facilities to accommodate a private third party, such third party shall be required to pay the costs of relocation and the Company may require such payment in advance prior to relocating its facilities. Notwithstanding anything to the contrary herein, the Company's use of the right-of-way shall in all matters be subordinate to the City's use of the right-of-way for any public purpose. The City and Company shall coordinate the placement of their respective

facilities and improvements in a manner which aims to reasonable minimize adverse impact on each other. Where placement is not otherwise regulated, the facilities shall be placed with adequate clearance from such public improvements so as not to materially and adversely impact or be impacted by such public improvements.

4.3 Duty to Obtain Approval to Move Company Property; Emergency. Except as otherwise provided herein, the City, without the prior written approval of the Company, shall not intentionally alter, remove, relocate, or otherwise interfere with any Company facilities. However, if it becomes necessary in the reasonable and informed judgment of the City to cut, move, remove, or damage any of the cables, appliances, or other fixtures of the Company because of a fire, emergency, disaster, or imminent threat thereof, these acts may be done without prior written approval of the Company. The City will provide the Company notice of its actions as soon as reasonably practicable and permit the Company to make necessary repairs promptly and without unreasonable delay. If the City requests emergency funding reimbursement from federal, state or other governmental sources, and/or if the City requests monetary damages from one or more third party causers of the emergency situation, the City shall include in its request the costs incurred by the Company to repair facilities damaged by the City in responding to the emergency. Any funds received by the City in relation to the damage of Company's facilities shall be paid to the Company within thirty (30) days of receipt of the funds.

4.4 Location to Minimize Interference. All lines, poles, towers, pipes, conduits, equipment, property, structures, and assets of the Company shall be located so as to minimize interference with the use of streets, alleys, rights-of-way, and public property by others and shall reasonably avoid interference with the rights of owners of property that abuts any of said streets, alleys, rights-of-way, or public property.

4.5 Repair of Damage. If during the course of work on its facilities, the Company causes actual and documented damage to or alters any street, alley, right-of-way, sidewalk, utility, public improvement, or other public property, the Company (at its own cost and expense and in a manner approved by the City) shall promptly and completely restore such street, alley, right-of-way, sidewalk, utility, public improvement or other public property to its previous condition immediately preceding such damage, in accordance with applicable City ordinances, policies, and regulations relating to repair work of similar character to the reasonable satisfaction of the City. Except in case of emergency, the Company, prior to commencing work in the public way, street, or public property, shall make application for a permit to perform such work from the City Engineer or other department or division designated by the City. Such permit shall not

be unreasonably withheld. The Company shall abide by all reasonable regulations and requirements of the City for such work.

4.6 Guarantee of Repairs. For a period of one year following the completion of the repair work performed pursuant to Section 4.5 the Company shall maintain, repair, and keep in good condition those portions of said streets, alleys, rights-of-way, or public property restored, repaired, or replaced to the satisfaction of the City, except to the extent damage is caused to such portions of said streets, alleys, right-of-way, or public property by a third party or the City.

4.7 Safety Standards. The Company's work, while in progress, shall be properly protected at all times with suitable barricades, flags, lights, flares, or other devices as are reasonably required by applicable safety regulations, or standards imposed by law including, but not limited to signing in conformance with the Federal and State of Utah manuals on Uniform Traffic Control Devices.

4.8 Supervision by the City.

a. The Company shall construct, operate, and maintain the network within the City in strict compliance with all laws, ordinances, rules, and regulations of the City and any other governmental agency having jurisdiction over the operations of the Company.

b. The Company's network and all parts thereof within the City shall be subject to the right of periodic inspection by the City; provided that such inspection shall be conducted at reasonable times and upon advance reasonable notice to the Company.

4.9 Company's Duty to Remove Its Network.

a. The Company shall promptly remove, at its own cost and expense, from any public property within the City, all or any part of the network when one or more of the following conditions occur:

(1) The Company ceases to utilize or operate the network for a continuous period of (12) twelve months, and does not respond to written notice from the City within thirty (30) days after receiving such notice following any such cessation, except when the cessation of service is a direct result of a natural or man-made disaster;

(2) The Company fails to construct said network as herein provided within three (3) years after the full execution of this Franchise Agreement, and does not respond to written notice from the City within thirty (30) days after receiving such notice following any such failure.

(3) The Franchise is terminated or revoked pursuant to notice as provided herein.

(4) The Franchise expires pursuant to this Agreement.

b. The removal of any or all of the network by the Company that requires trenching or other opening of the City's streets shall be done only after the Company obtains prior written notice and approval from the City.

c. The Company shall receive notice, in writing from the City, setting forth one or more of the occurrences specified in Subsection 4.9 (a) above and shall have ninety (90) calendar days (or other period of time as the Parties may mutually agree to be acceptable for the required work) from the date upon which said notice is received to remove or abandon such facilities.

4.10 Notice of Closure of Streets. Except in cases of emergency, the Company shall notify the City not less than three (3) working days in advance of any construction, reconstruction, repair, or relocation of facilities which would require any street closure which reduces traffic flow to less than two lanes of moving traffic. Except in the event of an emergency, as reasonably determined by the Company, no such closure shall take place without prior authorization from the City. In addition, all work performed in the traveled way or which in any way impacts vehicular or pedestrian traffic shall be properly signed, barricaded, and otherwise protected as required by Section 4.7, above.

4.11 Agreement to Abide Construction and Technical Requirements. In addition to the provisions of this Article 4, Company expressly agrees to comply with all other provisions of Lehi City Code governing the construction and technical requirements of the System.

ARTICLE 5

POLICE POWERS

5. Police Powers. The City expressly reserves, and the Company expressly recognizes, the City's right and duty to adopt, from time to time, in addition to provisions herein contained, such ordinances and rules and regulations as the City may deem necessary in the exercise of its police power for the protection of the health, safety and welfare of its citizens and their properties.

ARTICLE 6
SEVERABILITY

6. Severability. If any section, sentence, paragraph, term or provision of this Agreement or the Telecommunications Rights-of-Way Ordinance is for any reason determined to be or rendered illegal, invalid or superseded by other lawful authority, including any state or federal, legislative, regulatory or administrative authority having jurisdiction thereof, or is determined to be unconstitutional, illegal or invalid by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such determination shall have no effect on the validity of any other section, sentence, paragraph, term or provision, all of which shall remain in full force and effect for the term of this Agreement or any renewal or renewals thereof. Provided that if the invalidated portion is considered a material consideration for entering into this Agreement, the Parties will negotiate, in good faith, an amendment to this Agreement. As used herein, "material consideration" for the City is Company's payment of Municipal Telecommunications Tax during the term of this Agreement and the City's ability to manage the Rights-of-Way in a manner similar to that provided in this Agreement, the Telecommunications Rights-of-Way Ordinance, and the City's excavation ordinance. For the Company, "material consideration" is its ability to use the Rights-of-Way for internet and telecommunication purposes in a manner similar to that provided in this Agreement, the Telecommunications Rights-of-Way Ordinance, and the City's excavation ordinance.

ARTICLE 7
EARLY TERMINATION, REVOCATION OF FRANCHISE AND OTHER REMEDIES

7.1 Grounds for Termination. The City may terminate or revoke this Agreement and all rights and privileges herein provided for any of the following reasons:

(a) The Company fails to timely pay or provide the consideration as required under Article 2 of this Agreement and does not correct such failure

within thirty (30) calendar days after receipt of written notice by the City of such failure;

(b) The Company, by act or omission, materially violates a material duty herein set forth in any particular within the Company's control, and with respect to which redress is not otherwise herein provided. In such event, the City, acting by or through its City Council, may reasonably determine, after hearing, that such failure is of a material nature, and thereupon, after written notice giving the Company notice of such determination, the Company, within sixty (60) calendar days of receipt of such notice, shall commence efforts to remedy the conditions identified in the notice and shall have ninety (90) calendar days from the date it receives notice, or such other time as may be mutually agreed upon, to remedy the conditions. After the expiration of the applicable period and failure to correct such conditions, the City may declare the franchise forfeited and this Agreement terminated, and thereupon, the Company shall have no further rights or authority hereunder; provided, however, that any such declaration of forfeiture and termination shall be subject to judicial review as provided by law, and provided further, that in the event such failure is of such nature that it cannot be reasonably corrected within the 90-day time period provided above, the City shall provide additional time for the reasonable correction of such alleged failure if the reason for the noncompliance was not the intentional or negligent act or omission of the Company; if Company is currently serving as Lehi City's incumbent local exchange carrier, Company will be allowed to continue operation while the issue is being negotiated in good faith; or

(c) The Company becomes insolvent, unable or unwilling to pay its debts; is adjudged bankrupt; or all or part of its facilities should be sold under an instrument to secure a debt and is not redeemed by the Company within sixty (60) days.

(d) In furtherance of the Company policy or through acts or omissions done within the scope and course of employment, a director or officer of the Company knowingly engages in conduct or makes a material misrepresentation with or to the City that is fraudulent or in violation of a felony criminal statute of the State of Utah.

7.2 Reserved Rights. Nothing contained herein shall be deemed to preclude the Company from pursuing any legal or equitable rights or remedies it may have to challenge the action of the City.

7.3 Remedies at Law. In the event the Company or the City fails to fulfill any of its respective obligations under this Agreement, the City or the Company, whichever the case may be, shall have a breach of contract claim and remedy against the other, in addition to any other remedy provided herein or by law; provided, however, that no remedy that would have the effect of amending the specific provisions of this Agreement shall become effective without such action that would be necessary to formally amend the Agreement.

7.4 Third Party Beneficiaries. The benefits and protection provided by this Agreement shall inure solely to the benefit of the City and the Company. This Agreement shall not be deemed to create any right in any person who is not a party and shall not be construed in any respect to be a contract in whole or in part for the benefit of any third party (other than the permitted successors and assigns of a party hereto).

ARTICLE 8
NOTICES

8.1 City Designee and Address. The Mayor or his/her designee(s) shall serve as the City's representative regarding administration of this Agreement. Unless otherwise specified herein or in the Telecommunications Use of Rights-of-Way Ordinance, all notices from the Company to the City pursuant to or concerning this Agreement, shall be delivered to the Mayor at 153 North 100 East, Lehi, Utah 84043, or such other officer and address as the City may designate by written notice to the Company.

8.2 Company Designee and Address. Unless otherwise specified herein or in the Telecommunications Use of Rights-of-Way Ordinance, all notices from the City to the Company pursuant to or concerning this Agreement, shall be delivered to:

Emery Telecommunications & Video, Inc.
Attn: CEO
445 E Highway 29
P.O. Box 629
Orangeville, UT 84537

With an electronic copy to: _____

with a copy to such other offices as the Company may designate by written notice to the City.

8.3 Failure of Designee. The failure or omission of the City's or Company's representative to act shall not constitute any waiver or estoppel by the City or Company.

ARTICLE 9
INSURANCE AND INDEMNIFICATION

9.1 No Liability. Except as otherwise specifically provided herein, the City shall in no way be liable or responsible for any loss or damage to property, including financial or other business loss (whether direct, indirect, or consequential), or any injury to or death of any person that may occur in the construction, operation, or maintenance by the Company of its lines and appurtenances hereunder, except to the extent of the City's negligence or willful misconduct. Notwithstanding any other provision of this Agreement, in no event shall either Party be liable for any consequential, special, incidental, punitive, indirect or similar damages.

9.2 Company Indemnification of City. The Company shall indemnify, and at the City's option defend, and hold the City, its officers, agents and employees thereof, harmless from and against any and all third-party claims, suits, actions, liability and judgments for damages or otherwise harmless from and against third-party claims, demands, liens, and all liability or damage of whatsoever kind to the extent arising from the exercise by the Company of the related rights, or from the operations of the Company within the City, and shall pay the costs of defense plus reasonable attorneys' fees. Said indemnification shall include, but not be limited to, the Company's negligent acts or omissions pursuant to its use of the rights and privileges of this Agreement, including construction, operation, and maintenance of telecommunications lines and appurtenances, whether or not any such use, act, or omission complained of is authorized, allowed, or prohibited by this Agreement.

9.3 Notice of Indemnification. The Company shall give prompt written notice to the Company of any claim, demand, or lien that may result in a lawsuit against the City. The City shall (a) give prompt written notice to the Company of any claim, demand, or lien with respect to which the City seeks indemnification hereunder; and (b) unless, in the City's judgment, a conflict of interest may exist between the City and the Company with respect to such claim, demand, or lien, permit the Company to assume the defense of such claim, demand, or lien with counsel satisfactory to the City. If such defense is not assumed by the Company, the Company shall not be subject to any liability for any settlement made without its consent. Notwithstanding any provision hereof to the contrary, the Company shall not be obligated to indemnify, defend, or hold the City harmless to the extent any claim, demand, or lien arises out of or in connection with a breach by the City of any obligation under this Agreement or any negligent or

otherwise tortious act or failure to act of the City or any of its officers or employees or agents.

9.4 Insurance. Company shall procure and maintain insurance against claims for injuries to persons or damages to property which may arise from, or in connection with, the exercise of the rights, privileges, and authority granted hereunder to Company, its agents, representatives, or employees. Company shall provide to the City for its inspection an insurance certificate listing the City as an additional insured as its respective interests may appear prior to the commencement of any work or installation of any telecommunication facilities. Such insurance certificate shall evidence: i) Commercial General Liability insurance and/or umbrella/excess insurance written on an occurrence basis, arising out of claims for bodily injury (including death), property damage, products liability, completed operations liability, personal injury, advertising injury, damage to premises rented to you, with not less than $3,3000,000 per occurrence and $3,3000,000 aggregate, with the contractor listing the City as Additional Insured for ongoing and completed operations, on a primary and non-contributory basis, with rights of subrogation against the city waived; ii) automobile liability insurance for owned, non-owned, and hired vehicles with a limit inclusive of umbrella or excess liability coverage of not less than $500,000 for each person and $1,000,000 for each incident; and workers' compensation coverage with limits prescribed by statute.

The insurance policies required by this section shall be maintained by Company throughout the term of this Agreement and during such other periods as Company is operating without a franchise or is engaged in the removal of its telecommunications system. Payment of deductibles and self-insured retentions shall be the sole responsibility of Company. The insurance certificate required by this section shall contain a clause stating that the coverage shall apply separately to each insured against whom a claim is made or against whom a suit is brought. Company's insurance shall be primary insurance with respect to the City. Any insurance maintained by the City, its officers, officials, employees, consultants, agents, and volunteers shall be in addition to Company's insurance and shall not contribute with it. The policy or policies of insurance shall be maintained by the Company in full force and effect during the entire term of the Franchise. Each policy of insurance shall contain a statement on its face that the insurer will not cancel the policy or fail to renew the policy, whether for nonpayment of premium, or otherwise, and whether at the request of the Company or for other reasons, except after thirty (30) calendar days advance written notice mailed by the insurer to the City, and that such notice shall be transmitted postage prepaid.

9.5 City's Right to Intervene. In any suit in which the City is named as a party and seeks indemnification from the Company, and in which the City in its own

reasonable discretion believes that a conflict of interest with Company exists, the City shall have the right to provide its own defense in connection with the same. In such event, in addition to being reimbursed for any such judgment that may be rendered against the City which is subject to indemnification hereunder, together with all court costs incurred therein, the Company shall reimburse the City for all reasonable attorney's fees, including those employed by the City in such case or cases, as well as all reasonable expenses incurred by the City by reason of undertaking the defense of such suit or suits, whether such suit or suits are successfully defended, settled, compromised, or fully adjudicated against the City.

9.6 No Creation of a Private Cause of Action. The provisions set forth herein are not intended to create liability for the benefit of third parties but is solely for the benefit of the Company and the City. In the event any claim is made against the City that falls under these indemnity provisions and a Court of competent jurisdiction should adjudge, by final decree, that the City is liable therefore, the Company shall indemnify and hold the City harmless of and from any such judgment or liability, including any court costs, expenses, and attorney fees incurred by the City in defense thereof. Nothing herein shall be deemed to prevent the parties indemnified and held harmless herein from participating in the defense of any litigation by their own counsel at their own expense. Such participation shall not under any circumstances relieve the Company from its duty of defense against liability or paying any judgment entered against such party.

ARTICLE 10
REMEDIES

10.1 Duty to Perform. The Company and the City agree to take all reasonable and necessary actions to assure that the terms of this Agreement are performed.

10.2 Remedies at Law. In the event the Company or the City fail to fulfill any of their respective obligations under this Agreement the City or the Company, whichever the case may be, shall have a breach of contract claim and remedy against the other in addition to any other remedy provided by law, provided that no remedy that would have the effect of amending the specific provisions of this Agreement shall become effective without such action that would be necessary to formally amend the Agreement.

10.3 Force Majeure. The Company shall not be held in default or noncompliance with the provisions of the Franchise, nor suffer any enforcement or penalty relating thereto, where such noncompliance or alleged defaults are caused by

strikes, acts of God, power outages, or other events reasonably beyond its ability to control, but the Company shall not be relieved of any of its obligations to comply promptly with any provision of this Franchise contract by reason of any failure of the City to enforce prompt compliance. Nothing herein shall be construed as to imply that City waives any right, payment, or performance based on future legislation where said legislation impairs this contract in violation of the United States or Utah Constitutions.

ARTICLE 11
TRANSFER OF FRANCHISE

11.1 Written Approval Required. The Company shall not transfer or assign the Franchise or any rights under this Agreement to another entity, unless the City shall first give its approval in writing, which approval shall not be unreasonably withheld or delayed; provided however, that the Company may fully assign the Franchise to its corporate parent, a corporate affiliate or a subsidiary, and also that inclusion of the Franchise as property subject to the liens of the Company's mortgages or other security interests shall not constitute a transfer or assignment. Any attempted assignment or transfer other than those permitted under this section without such prior written consent shall constitute a default of the Franchise. In the event of such a default, City shall proceed according to the procedure set forth in this ordinance, and any applicable state or federal law.

11.2 Procedure for Obtaining Approval for Transfer. At least ninety (90) calendar days before a proposed assignment or transfer of Company's franchise is scheduled to become effective (other than those permitted assignment listed in Section 11.1), Company shall petition in writing for the City Council's written consent for such a proposed assignment or transfer. The City will not unreasonably withhold its consent to such an assignment or transfer. However, in making such a determination, the City Council may consider the following:

(a) experience of proposed assignee or transferee (including conducting an investigation of proposed assignee or transferee's service record in other communities);

(1) qualifications of proposed assignee or transferee;
(2) legal integrity of proposed assignee or transferee;
(3) financial ability and stability of the proposed assignee or transferee;
(4) the corporate connection, if any, between the Company, and proposed assignee or transferee;
(5) any other aspect of the proposed assignee's or transferee's background which could affect the health, safety, and welfare of the

citizenry of the City as it relates to the operation of telecommunications network.

11.3 Certification of Assignee. Before an assignment or transfer is approved by the City Council, the proposed assignee or transferee shall execute an affidavit, acknowledging that it has read, understood, and intends to abide by the applicable Franchise agreement and Franchise Ordinance.

11.4 Effect of Approval. In the event of any approved assignment or transfer, the assignee or transferee shall assume all obligations and liabilities of Company, except an assignment or transfer shall not relieve the Company of its liabilities under the Franchise agreement until the assignment actually takes place, or unless specifically relieved by federal, or state law, or unless specifically relieved by the City Council at the time an assignment or transfer is approved.

11.5 Transfer Upon Revocation by City. Company and City agree that in the case of a lawful revocation of the Franchise, at Company's request, which shall be made in its sole discretion, Company shall be given a reasonable opportunity to effectuate a transfer of its network to a qualified third party, unless the Parties have mutually agreed that Company's network may be abandoned in place. City further agrees that during such a period of time, it shall authorize the Company to operate pursuant to the terms of its prior Franchise; however, in no event shall such authorization exceed a period greater than six (6) months from the effective date of such revocation. If at the end of that time, Company is unsuccessful in procuring a qualified transferee or assignee of its network which is reasonably acceptable to the City, Company and City may avail themselves of any rights they may have pursuant to federal or state law; it being further agreed that Company's continued operation of its network during the six (6) month period shall not be deemed to be a waiver, nor an extinguishment, of any rights of either the City or the Company. Notwithstanding anything to the contrary set forth herein, neither City nor Company shall be required to violate federal or state law.

11.6 Abandonment of Facilities by Company. The Company, with the consent of the City, may by written statement abandon any underground facilities in place, subject to the requirements of the City. In such an event, the abandoned network shall become the property of the City, and the Company shall have no further responsibilities or obligations concerning those facilities.

ARTICLE 12
ACCEPTANCE BY THE COMPANY OF FRANCHISE

12.1 Company Duty to Approve Franchise Agreement. If the Company has not duly executed this Agreement prior to the City Council's adoption of the corresponding Ordinance, within sixty (60) calendar days after the effective date of the City Council's adoption of the Ordinance, the Company shall execute this Agreement and file an unqualified acceptance of the Ordinance in writing with the City Recorder of the City in a form approved by the City Attorney; otherwise, this Agreement and any ordinance adopted relating thereto and all rights granted hereunder shall be null and void.

ARTICLE 13
GENERAL PROVISIONS

13.1 Parties Representations. The Parties represent that (a) when executed by their respective Parties, this Agreement shall constitute legal and binding obligations of the Parties; and (b) that each Party has complied with all relevant statutes, ordinances, resolutions, by-laws and other legal requirements applicable to their operation in entering into this Agreement; and (c) each Party represents to the other that the person signing on its behalf has the legal right and authority to execute, enter into and bind such party to the commitments and obligations set forth herein.

13.2 Governing Law. This Agreement shall be interpreted pursuant to Utah law.

13.3 Time of Essence. Time shall be of the essence of this Agreement.

13.4 Interpretation of Agreement. The invalidity of any portion of this Agreement shall not prevent the remainder from being carried into effect. Whenever the context of any provision shall require it, the singular number shall be held to include the plural number, and vice versa, and the use of any gender shall include any other and all genders. The paragraphs and section headings in this Agreement are for convenience only and do not constitute a part of the provisions hereof.

13.5 No Presumption. All Parties have participated in preparing this Agreement. Therefore, the Parties stipulate that any court interpreting or construing the Agreement shall not apply the rule of construction that the Agreement should be more strictly construed against the drafting Party.

13.6 Entire Agreement and Amendments. This Agreement and all attachments hereto constitute and represent the entire agreement and understanding between the Parties hereto and replaces any previous agreement, understanding or negotiation between the Parties with respect to the subject matter hereof, and may be

modified or amended, supplemented, or changed only by the written agreement of the Parties, including the formal approval of the City Council. No oral modifications or amendments shall be effective.

13.7 Binding Agreement. This Agreement shall be binding upon the heirs, successors, administrators and assigns of each of the Parties.

IN WITNESS HEREOF, the Parties have executed this Agreement as of the Effective Date in duplicate, each of which shall be deemed an original.

LEHI CITY CORPORATION:

Date:_____ _____
Paul Binns, Mayor

ATTEST:

Date:_____ _____
Teisha Wilson, City Recorder

Emery Telecommunications & Video, Inc.

Date: _____ By: _____

Agenda Item No: 6

City Council Agenda Item Report

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

Subject:
Approve Resolution #2026-17, a Telecommunications Franchise Agreement with CenturyLink

Suggested Action:

Attachments:

Res 2026-17

Agreement CenturyLink Telecommunications Franchise

LEHI CITY

RESOLUTION 2026-

A RESOLUTION GRANTING QWEST CORPORATION DBA CENTURYLINK QC A NONEXCLUSIVE FRANCHISE TO OPERATE A TELECOMMUNICATIONS NETWORK IN LEHI CITY PURSUANT TO A FRANCHISE AGREEMENT SPECIFYING QWEST CORPORATION DBA CENTURYLINK QC'S RIGHTS AND DUTIES UNDER THE FRANCHISE

WHEREAS, federal and state law, and Title 8 Chapter 1 of the Lehi City Code provide for the operation of a telecommunications network in the City of Lehi, Utah by franchise agreement; and,

WHEREAS, Lehi City and Qwest Corporation dba CenturyLink QC ("CenturyLink") desire to enter into a nonexclusive franchise agreement granting to Emery Telcom the right and privilege to operate a telecommunications network in Lehi, Utah; and,

WHEREAS, Lehi City and CenturyLink have negotiated a nonexclusive franchise agreement setting forth CenturyLink's rights and duties with respect to its operation of a telecommunications network in Lehi, Utah (a copy of which is attached hereto as "Exhibit A"); and,

WHEREAS, on the 10th day of March, 2026, the Municipal Council held a duly noticed public meeting to receive public comment and 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 Municipal Council, the Council finds: (i) that it should approve the attached Franchise Agreement and thereby grant to CenturyLink a franchise to operate a telecommunications network in Lehi, Utah; and (ii) such action furthers the health, safety and welfare of the citizens of Lehi.

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

PART I:

The attached Franchise Agreement between Lehi City and CenturyLink is hereby approved; the mayor is authorized to execute the Agreement on behalf of Lehi City; and

CenturyLink is granted a franchise to operate a telecommunications network in Lehi, Utah, pursuant to the Franchise Agreement.

PART II:

This resolution shall take effect immediately.

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

ATTEST:

_____ _____

Paul Binns, Mayor Teisha Wilson, City Recorder

EXHIBIT "A"

LEHI CITY AND QWEST CORPORATION DBA CENTURYLINK QC
TELECOMMUNICATIONS FRANCHISE AGREEMENT

THIS FRANCHISE AGREEMENT (hereinafter "Agreement") is entered into as of the _____ day of _____, 2026, by and between the City of Lehi, Utah (hereinafter "City"), a municipal corporation and political subdivision of the State of Utah, with principal offices at 153 North 100 East, Lehi, Utah, and Qwest Corporation dba CenturyLink QC, a Colorado limited liability company, (hereinafter "Company"), with its principal offices at: 931 14th St, Denver, CO 80204 . City and Company are herein collectively referred to as “Parties” and separately as “Party”.

WITNESSETH:

WHEREAS, the Company desires to provide telecommunications services within the City and in connection therewith to establish a telecommunications network in, under, along, over and across present and future rights-of-way of the City, consisting of telecommunication lines, cables, and all necessary appurtenances (“System”); and

WHEREAS, Lehi City Code Title 8 Chapter 1 "Telecommunications Use of Rights-of-Way" provides for the use of the City’s rights of way for the installation, construction, and maintenance of systems in the City’s rights-of-way; and

WHEREAS, the CITY, in exercise of its management of public rights-of-way, believes that it is in the best interest of the public to provide the Company a nonexclusive franchise to operate a telecommunications network in the City.

WHEREAS, the City and Company have negotiated an arrangement whereby the Company may provide its services within the City pursuant to the terms and conditions outlined in this Agreement and in Lehi City Code Title 8 Chapter 1, and subject to the further reasonable regulation under its police and other regulatory power;

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the Parties contained herein, and for other good and valuable consideration, the City and the Company agree as follows:

ARTICLE 1
FRANCHISE AGREEMENT AND ORDINANCE

1.1 Agreement. Upon approval by the City Council and execution by the Parties, this Franchise Agreement shall be deemed to constitute a contract by and between the City and Company.

1.2 Ordinance. The City has adopted the Telecommunications Use of Rights-of-Way Ordinance which is and incorporated herein by reference. The Company acknowledges that it has had an opportunity to read and become familiar with the Telecommunications Use of Rights-of-Way Ordinance. The Parties agree that the provisions and requirements of the Telecommunications Use of Rights-of-Way Ordinance are material terms of this Agreement, and that each Party hereby agrees to be contractually bound to comply with the terms of the Telecommunications Use of Rights-of-Way Ordinance. The definitions in the Telecommunications Use of Rights-of-Way Ordinance shall apply herein unless a different or more specific meaning is indicated in this Agreement. Nothing in this Section shall be deemed to require the Company to comply with any provision of the Telecommunications Use of Rights-of-Way Ordinance which is determined to be unlawful or beyond the scope of the City's authority.

1.3 Ordinance Amendments. The City reserves the right to amend the Telecommunications Use of Rights-of-Way Ordinance at any time provided, however, that the City shall not enact any amendments to the Telecommunications Rights-of-Way Ordinance, except as set forth in Article 5 below, that will adversely impact Company without allowing Company thirty (30) days (or such longer time as Company reasonably requests in writing if thirty (30) days is insufficient) in which to comply with the amendment. The City shall give Company notice and an opportunity to be heard concerning any proposed amendments. If there is any inconsistency between Company's rights and obligations under the Telecommunications Use of Rights-of-Way Ordinance as amended and this Agreement, the provisions of this Agreement shall govern during its term. Otherwise, the Company agrees to comply with any such amendments.

1.4 Grant of Franchise. The Telecommunications Franchise provided hereby shall confer upon the Company the nonexclusive right, privilege, and franchise to install, repair, maintain, remove, operate, upgrade, abandon and replace its telecommunications system on the surface of, and any space above or below, any public rights of way including, but not limited to, public utility easements, utility strips, or rights of way dedicated for compatible uses present and future in the city in order to provide services. The franchise does not grant to the Company the right, privilege or

authority to use easements granted to the City by private property owners for a specific purpose that does not expressly include a telecommunications system without Company receiving the express written permission of the private property owner; or to engage community antenna (or cable) television business; although, nothing contained herein shall preclude the Company from (i) permitting those with a cable franchise who are lawfully engaged in such business to utilize the Company's System within the City for such purposes, or (ii) from providing such service in the future if an appropriate franchise is obtained and all other legal requirements have been satisfied.

1.5 Grant Limited to Occupation. Nothing contained herein shall be construed to grant or convey any right, title, or interest in City's Public Ways to Company, nor shall anything contained herein constitute a warranty of title.

1.6 Licenses. The Company acknowledges that it has obtained the necessary approvals, licenses or permits required by federal and state law to provide telecommunication services consistent with the provisions of this Agreement and with the Telecommunications Rights-of-Way Ordinance.

1.7 Financial Capability. Company warrants that it has the financial capability to construct, maintain, and operate a telecommunications network and to otherwise comply with the provisions of this Agreement.

1.8 Relationship. Nothing herein shall be deemed to create a joint venture or principal-agent relationship between the Parties, and neither Party is authorized to, nor shall either Party act toward third persons or the public in a manner that would indicate any such relationship.

1.9 Pole Attachments/Conduit. The Franchise does not grant Company the right to use City poles, conduit, or other facilities. The use of such facilities shall be governed by a separate joint facilities agreement.

ARTICLE 2
FRANCHISE FEE

2.1 Franchise Fee. (a) For and in consideration of the Franchise, and as fair and reasonable compensation for the use by the Company of the City's Right-of-Way, the Company agrees to pay an annual franchise fee of 2% of gross receipts (the "Franchise Fee"), an amount not greater than the municipal telecommunications license tax (the "Municipal Telecommunications Tax") authorized pursuant to the Utah Municipal Telecommunications License Tax Act, Title 10, Chapter 1, Part 4, Utah Code Annotated

1953, as amended (the "Municipal Telecommunications Tax Act"), and imposed and levied pursuant to Utah State Code, Title 3, Chapter 10. Such Franchise Fee shall be calculated in the manner provided in the Municipal Telecommunications Tax Act, and shall be paid by the Company to the Utah State Tax Commission, as agent for the City under an interlocal cooperation agreement by and among the City, the Utah State Tax Commission, and others, at the times and in the manner prescribed in the Municipal Telecommunications Tax Act, and any rules and regulations promulgated thereunder. All payments shall be made to the Utah State Tax Commission, whose current address is as follows:

Utah State Tax Commission
210 North 1950 West
Salt Lake City, Utah 84134

Payments are due to the Utah State Tax Commission within forty-five (45) days after receipt by Company. Interest will accrue on late payments at the rate of one and one-half (1 ½) percent per month until paid. Compliance by the Company with the terms and provisions of the Municipal Telecommunications Tax Act, and any rules and regulations promulgated thereunder, shall satisfy all requirements of this Agreement with respect to the calculation and payment of the Franchise Fee.

(b) The City and the Company agree to negotiate in good faith any amendments to this Agreement as shall be necessary to accommodate the change in the Franchise Fee, including payment provisions; provided such new or changed provisions shall conform substantially with the provisions contained in any permits held by other similarly situated companies.

(c) The Company represents to the City that one of the purposes for entering into this Agreement is to obtain authority to build and/or operate a network within the City to provide telecommunications services to customers within the City.

2.2 Equal Treatment. City agrees that if any service forming part of the base for calculating the franchise fee under this Agreement is, or becomes, subject to competition from a third party, the City will either impose and collect from such third party a fee or tax on Gross Revenues from such competing service in the same percentage specified herein, plus the percentage specified as a utility revenue tax or license fee in the then current ordinances of the City, or waive collection of the fee provided for herein that are subject to such competition.

ARTICLE 3
TERM AND RENEWAL

3.1 Term and Renewal. The franchise granted to Company shall be for a period of ten (10) years commencing on the date first set forth above in this Agreement, unless this Franchise be sooner terminated as herein provided. At the end of the initial ten (10) year term of this Agreement, the franchise granted herein may be renewed by the Company upon the same terms and conditions as contained in this Agreement for an additional five (5) year term, if the Company fails to provide written notice of the Company's intent not to renew not less than ninety (90) calendar days before the expiration of the initial franchise term.

3.2 Rights of Company Upon Expiration or Revocation. Upon expiration of the Franchise granted herein, whether by lapse of time, by agreement between the Company and the City, or by revocation or forfeiture, the Company shall have the right to remove from the Rights-of-Way any and all of its System, but in such event, it shall be the duty of the Company, immediately upon such removal, to restore the Rights-of Way from which such System is removed to as good condition as the same was immediately before the removal was effected.

3.3 Rights of City Upon Expiration or Revocation. Subject to applicable federal and state law, upon expiration of the term of this Franchise, forfeiture, or lawful revocation of this Franchise, and if no renewal, replacement or extension thereof is agreed upon, Company may, at the discretion of the City Council, be required, in part or entirely, to remove all its wires, poles, fixtures, and other facilities or equipment installed or used in the enjoyment of the Franchise or the Parties may mutually agree to abandon Company's facilities in place.. Alternatively, the removal, or sale of such facilities and equipment may be directed, limited, or conditioned by the City by agreement or through means of other lawful municipal power or right. The City may continue to invoke any or all provisions of this Franchise against Company or any successor entity enjoying de facto franchise privileges after expiration or revocation. The City and the Company will work together to take all other actions deemed necessary and proper by the City to accommodate the transition to any successor as may be in the best interest of the City or its inhabitants and the Company.

ARTICLE 4
USE AND RELOCATION OF FACILITIES IN THE PUBLIC RIGHT-OF-WAY.

4.1 Franchise Rights to Use the Public Right-of-Way. The Company shall have the right to use the public right-of-way within the City to construct and maintain its network subject to the conditions set forth in this Agreement, including the provisions of Chapter 8.1; provided, however, that the Company shall not, pursuant to this

Agreement, place any new poles, mains, cables, structures, pipes, conduits, or wires on, over, under, within any right-of-way, City park, pleasure ground, or other recreational area currently existing or developed in the future without a permit from the City. Nothing contained herein shall preclude the City from granting a revocable permit for such purpose. Company specifically understands and acknowledges that certain City easements and rights-of-way may be prescriptive in nature, and that nothing in this Franchise extends permission to use the easement or right-of-way beyond the extent that the City may have acquired, and such easements and rights-of-way may be subject to third party prior or after-acquired interests. Company is cautioned to examine each individual easement and right-of-way and the legal arrangement between the City and adjacent property owners. The City assumes no duty or obligation to defend any interest in any easement or right-of-way and Company remains solely responsible to make any arrangements required as a result of other persons claiming an interest in the City easement or right-of-way.

4.2 Company Duty to Relocate; Subordination to City Use. Whenever the City, for any lawful public purpose, shall require the relocation or reinstallation of any property of the Company or its successors in any of the streets, alleys, rights-of-way, or public property of the City, it shall be the obligation of the Company, upon notice of such requirement and written demand made of the Company, to remove and relocate or reinstall such facilities as may be reasonably necessary to meet the requirements of the City. Such relocation, removal, or reinstallation by the Company shall commence no more than thirty (30) days after confirmation of receipt of a written demand; be at no cost to the City; and accomplished no more than ninety (90) days from the receipt of a written demand. Company and its successors and assigns may maintain and operate such facilities, with the necessary appurtenances, in the new location or locations without additional payment, if the new location is a public place. Any money and all rights to reimbursement from the State of Utah or the federal government to which the Company may be entitled for work done by Company pursuant to this paragraph shall be the property of the Company. The City shall assign or otherwise transfer to the Company all rights the City may have to recover costs for such work performed by the Company and shall reasonably cooperate with the Company's efforts to obtain reimbursement. In the event the City has required the Company to relocate its facilities to accommodate or primarily benefit a private third party, such third party shall be required to pay the costs of relocation including any required private easements and the Company may require such payment in advance prior to relocating its facilities. Notwithstanding anything to the contrary herein, the Company's use of the right-of-way shall in all matters be subordinate to the City's use of the right-of-way for any public purpose. The City and Company shall coordinate the placement of their respective

facilities and improvements in a manner which aims to reasonable minimize adverse impact on each other. Where placement is not otherwise regulated, the facilities shall be placed with adequate clearance from such public improvements so as not to materially and adversely impact or be impacted by such public improvements.

4.3 Duty to Obtain Approval to Move Company Property; Emergency. Except as otherwise provided herein, the City, without the prior written approval of the Company, shall not intentionally alter, remove, relocate, or otherwise interfere with any Company facilities. However, if it becomes necessary in the reasonable and informed judgment of the City to cut, move, remove, or damage any of the cables, appliances, or other fixtures of the Company because of a fire, emergency, disaster, or imminent threat thereof, these acts may be done without prior written approval of the Company. The City will provide the Company notice of its actions as soon as reasonably practicable and permit the Company to make necessary repairs promptly and without unreasonable delay. If the City requests emergency funding reimbursement from federal, state or other governmental sources, and/or if the City requests monetary damages from one or more third party causers of the emergency situation, the City shall include in its request the costs incurred by the Company to repair facilities damaged by the City in responding to the emergency. Any funds received by the City in relation to the damage of Company's facilities shall be paid to the Company within thirty (30) days of receipt of the funds.

4.4 Location to Minimize Interference. All lines, poles, towers, pipes, conduits, equipment, property, structures, and assets of the Company shall be located so as to minimize interference with the use of streets, alleys, rights-of-way, and public property by others and shall reasonably avoid interference with the rights of owners of property that abuts any of said streets, alleys, rights-of-way, or public property.

4.5 Repair of Damage. If during the course of work on its facilities, the Company causes actual and documented damage to or alters any street, alley, right-of-way, sidewalk, utility, public improvement, or other public property, the Company (at its own cost and expense and in a manner approved by the City) shall promptly and completely restore such street, alley, right-of-way, sidewalk, utility, public improvement or other public property to its previous condition immediately preceding such damage, in accordance with applicable City ordinances, policies, and regulations relating to repair work of similar character to the reasonable satisfaction of the City. Except in case of emergency, the Company, prior to commencing work in the public way, street, or public property, shall make application for a permit to perform such work from the City Engineer or other department or division designated by the City. Such permit shall not

be unreasonably withheld. The Company shall abide by all reasonable regulations and requirements of the City for such work.

4.6 Guarantee of Repairs. For a period of one year following the completion of the repair work performed pursuant to Section 4.5 the Company shall maintain, repair, and keep in good condition those portions of said streets, alleys, rights-of-way, or public property restored, repaired, or replaced with regards to the repair work performed to the satisfaction of the City, except to the extent damage is caused to such portions of said streets, alleys, right-of-way, or public property by a third party of the City.

4.7 Safety Standards. The Company's work, while in progress, shall be properly protected at all times with suitable barricades, flags, lights, flares, or other devices as are reasonably required by applicable safety regulations, or standards imposed by law including, but not limited to signing in conformance with the Federal and State of Utah manuals on Uniform Traffic Control Devices.

4.8 Supervision by the City.

a. The Company shall construct, operate, and maintain the network within the City in strict compliance with all laws, ordinances, rules, and regulations of the City and any other governmental agency having jurisdiction over the operations of the Company.

b. The Company's network and all parts thereof within the City owned property shall be subject to the right of periodic inspection by the City; provided that such inspection shall be conducted at reasonable times and upon advance reasonable notice to the Company.

4.9 Company's Duty to Remove Its Network.

a. The Company shall promptly remove, at its own cost and expense, from any public property within the City, all or any part of the network when one or more of the following conditions occur:

(1) The Company ceases to operate the network for a continuous period of (12) twelve months, and does not respond to written notice from the City within thirty (30) days after receiving such notice following any such cessation, except when the cessation of service is a direct result of a natural or man-made disaster;

(2) The Company fails to construct said network as herein provided and does not respond to written notice from the City within thirty (30) days after receiving such notice following any such failure.

(3) The Franchise is terminated or revoked pursuant to notice as provided herein.

(4) The Franchise expires pursuant to this Agreement.

b. The removal of any or all of the network by the Company that requires trenching or other opening of the City's streets shall be done only after the Company obtains prior written notice and approval from the City.

c. The Company shall receive notice, in writing from the City, setting forth one or more of the occurrences specified in Subsection 4.9 (a) above and shall have ninety (90) calendar days (or other period of time as the Parties may mutually agree to be acceptable for the required work) from the date upon which said notice is received to remove or abandon such facilities.

4.10 Notice of Closure of Streets. Except in cases of emergency, the Company shall notify the City not less than three (3) working days in advance of any construction, reconstruction, repair, or relocation of facilities which would require any street closure which reduces traffic flow to less than two lanes of moving traffic. Except in the event of an emergency, as reasonably determined by the Company, no such closure shall take place without prior authorization from the City. In addition, all work performed in the traveled way or which in any way impacts vehicular or pedestrian traffic shall be properly signed, barricaded, and otherwise protected as required by Section 4.7, above.

4.11 Agreement to Abide Construction and Technical Requirements. In addition to the provisions of this Article 4, Company expressly agrees to comply with all other provisions of Lehi City Code governing the construction and technical requirements of the System.

ARTICLE 5
POLICE POWERS

5. Police Powers. The City expressly reserves, and the Company expressly recognizes, the City's right and duty to adopt, from time to time, in addition to provisions herein contained, such ordinances and rules and regulations as the City may deem necessary in the exercise of its police power for the protection of the health, safety and welfare of its citizens and their properties.

ARTICLE 6
SEVERABILITY

6. Severability. If any section, sentence, paragraph, term or provision of this Agreement or the Telecommunications Rights-of-Way Ordinance is for any reason determined to be or rendered illegal, invalid or superseded by other lawful authority, including any state or federal, legislative, regulatory or administrative authority having jurisdiction thereof, or is determined to be unconstitutional, illegal or invalid by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such determination shall have no effect on the validity of any other section, sentence, paragraph, term or provision, all of which shall remain in full force and effect for the term of this Agreement or any renewal or renewals thereof. Provided that if the invalidated portion is considered a material consideration for entering into this Agreement, the Parties will negotiate, in good faith, an amendment to this Agreement. As used herein, "material consideration" for the City is Company's payment of Municipal Telecommunications Tax during the term of this Agreement and the City's ability to manage the Rights-of-Way in a manner similar to that provided in this Agreement, the Telecommunications Rights-of-Way Ordinance, and the City's excavation ordinance. For the Company, "material consideration" is its ability to use the Rights-of-Way for telecommunication purposes in a manner similar to that provided in this Agreement, the Telecommunications Rights-of-Way Ordinance, and the City's excavation ordinance.

ARTICLE 7
EARLY TERMINATION, REVOCATION OF FRANCHISE AND OTHER REMEDIES

7.1 Grounds for Termination. The City may terminate or revoke this Agreement and all rights and privileges herein provided for any of the following reasons:

(a) The Company fails to timely pay or provide the consideration as required under Article 2 of this Agreement and does not correct such failure within thirty (30) calendar days after receipt of written notice by the City of such failure;

(b) The Company, by act or omission, materially violates a material duty herein set forth in any particular within the Company's control, and with respect to which redress is not otherwise herein provided. In such event, the City, acting by or through its City Council, may reasonably determine, after hearing, that such failure is of a material nature, and thereupon, after written notice giving the Company notice of such determination, the Company, within sixty (60) calendar days of receipt of such notice, shall commence efforts to remedy the conditions identified in the notice and shall have ninety (90) calendar days from the date it receives notice, or such other time as may be mutually agreed upon, to remedy the conditions. After the expiration of the applicable period and failure to correct such conditions, the City may declare the franchise forfeited and this Agreement terminated, and thereupon, the Company shall have no further rights or authority hereunder; provided, however, that any such declaration of forfeiture and termination shall be subject to judicial review as provided by law, and provided further, that in the event such failure is of such nature that it cannot be reasonably corrected within the 90-day time period provided above, the City shall provide additional time for the reasonable correction of such alleged failure if the reason for the noncompliance was not the intentional or negligent act or omission of the Company; if Company is currently serving as Lehi City's incumbent local exchange carrier, Company will be allowed to continue operation while the issue is being negotiated in good faith; or

(c) The Company becomes insolvent, unable or unwilling to pay its debts; is adjudged bankrupt; or all or part of its facilities should be sold under an instrument to secure a debt and is not redeemed by the Company within sixty (60) days.

(d) In furtherance of the Company policy or through acts or omissions done within the scope and course of employment, a director or officer of the Company knowingly engages in conduct or makes a material misrepresentation with or to the City that is fraudulent or in violation of a felony criminal statute of the State of Utah.

7.2 Reserved Rights. Nothing contained herein shall be deemed to preclude the Company from pursuing any legal or equitable rights or remedies it may have to challenge the action of the City.

7.3 Remedies at Law. In the event the Company or the City fails to fulfill any of its respective obligations under this Agreement, the City or the Company, whichever thecase may be, shall have a breach of contract claim and remedy against the other, in addition to any other remedy provided herein or by law; provided, however, that no remedy that would have the effect of amending the specific provisions of this Agreement shall become effective without such action that would be necessary to formally amend the Agreement.

7.4 Third Party Beneficiaries. The benefits and protection provided by this Agreement shall inure solely to the benefit of the City and the Company. This Agreement shall not be deemed to create any right in any person who is not a party and shall not be construed in any respect to be a contract in whole or in part for the benefit of any third party (other than the permitted successors and assigns of a party hereto).

ARTICLE 8
NOTICES

8.1 City Designee and Address. The Mayor or his/her designee(s) shall serve as the City's representative regarding administration of this Agreement. Unless otherwise specified herein or in the Telecommunications Use of Rights-of-Way Ordinance, all notices from the Company to the City pursuant to or concerning this Agreement, shall be delivered to the Mayor at 153 North 100 East, Lehi, Utah 84043, or such other officer and address as the City may designate by written notice to the Company.

8.2 Company Designee and Address. Unless otherwise specified herein or in the Telecommunications Use of Rights-of-Way Ordinance, all notices from the City to the Company pursuant to or concerning this Agreement, shall be delivered to:

Lumen
Attn: ROW/DF
931 14th St
Denver, CO 80204

with a copy to such other offices as the Company may designate by written notice to the City.

8.3 Failure of Designee. The failure or omission of the City's or Company's representative to act shall not constitute any waiver or estoppel by the City or Company.

ARTICLE 9
INSURANCE AND INDEMNIFICATION

9.1 No Liability. Except as otherwise specifically provided herein, the City shall in no way be liable or responsible for any loss or damage to property, including financial or other business loss (whether direct, indirect, or consequential), or any injury to or death of any person that may occur in the construction, operation, or maintenance by the Company of its lines and appurtenances hereunder, except to the extent of the City's negligence or willful misconduct. Notwithstanding any other provision of this Agreement, in no event shall either Party be liable for any consequential, special, incidental, punitive, indirect or similar damages.

9.2 Company Indemnification of City. The Company shall indemnify, and at the City's option defend, and hold the City, its officers, agents and employees thereof, harmless from and against any and all third party claims, suits, actions, liability and judgments for damages or otherwise harmless from and against third party claims, demands, liens, and all liability or damage of whatsoever kind to the extent arising from the exercise by the Company of the related rights, or from the operations of the Company within the City, and shall pay the costs of defense plus reasonable attorneys' fees. Said indemnification shall include, but not be limited to, the Company's negligent acts or omissions pursuant to its use of the rights and privileges of this Agreement, including construction, operation, and maintenance of telecommunications lines and appurtenances, whether or not any such use, act, or omission complained of is authorized, allowed, or prohibited by this Agreement.

9.3 Notice of Indemnification. The Company shall give prompt written notice to the Company of any claim, demand, or lien that may result in a lawsuit against the City. The City shall (a) give prompt written notice to the Company of any claim, demand, or lien with respect to which the City seeks indemnification hereunder; and (b) unless, in the City's judgment, a conflict of interest may exist between the City and the Company with respect to such claim, demand, or lien, permit the Company to assume the defense of such claim, demand, or lien with counsel satisfactory to the City. If such defense is not assumed by the Company, the Company shall not be subject to any liability for any settlement made without its consent. Notwithstanding any provision hereof to the contrary, the Company shall not be obligated to indemnify, defend, or hold the City harmless to the extent any claim, demand, or lien arises out of or in connection

with a breach by the City of any obligation under this Agreement or any negligent or otherwise tortious act or failure to act of the City or any of its officers or employees or agents.

9.4 Insurance. Company shall procure and maintain insurance against claims for injuries to persons or damages to property which may arise from, or in connection with, the exercise of the rights, privileges, and authority granted hereunder to Company, its agents, representatives, or employees. Company shall provide to the City for its inspection an insurance certificate naming the City as an additional insured as its respective interests may appear prior to the commencement of any work or installation of any telecommunication facilities. Such insurance certificate shall evidence: i) Commercial General Liability insurance written on an occurrence basis, arising out of claims for bodily injury (including death), property damage, products liability, completed operations liability, personal injury, advertising injury, damage to premises rented to you, with not less than $3,000,000 per occurrence and $3,000,000 aggregate, with the contractor naming the City as Additional Insured for ongoing and completed operations, on a primary and non-contributory basis, with rights of subrogation against the city waived; ii) automobile liability insurance for owned, non-owned, and hired vehicles with a limit inclusive of umbrella or excess liability coverage of not less than $500,000 for each person and $1,000,000 for each incident; and workers' compensation coverage with limits prescribed by statute.

The insurance policies required by this section shall be maintained by Company throughout the term of this Agreement and during such other periods as Company is operating without a franchise or is engaged in the removal of its telecommunications system. Payment of deductibles and self-insured retentions shall be the sole responsibility of Company. The insurance certificate required by this section shall contain a clause stating that the coverage shall apply separately to each insured against whom a claim is made or against whom a suit is brought. Company's insurance shall be primary insurance with respect to the City. Any insurance maintained by the City, its officers, officials, employees, consultants, agents, and volunteers shall be in addition to Company's insurance and shall not contribute with it. The policy or policies of insurance shall be maintained by the Company in full force and effect during the entire term of the Franchise. Each policy of insurance shall contain a statement on its face that the insurer will not cancel the policy or fail to renew the policy, whether for nonpayment of premium, or otherwise, and whether at the request of the Company or for other reasons, except after thirty (30) calendar days advance written notice mailed by the insurer to the City, and that such notice shall be transmitted postage prepaid.

9.5 City's Right to Intervene. In any suit in which the City is named as a party and seeks indemnification from the Company, and in which the City in its own reasonable discretion believes that a conflict of interest with Company exists, the City shall have the right to provide its own defense in connection with the same. In such event, in addition to being reimbursed for any such judgment that may be rendered against the City which is subject to indemnification hereunder, together with all court costs incurred therein, the Company shall reimburse the City for all reasonable attorney's fees, including those employed by the City in such case or cases, as well as all reasonable expenses incurred by the City by reason of undertaking the defense of such suit or suits, whether such suit or suits are successfully defended, settled, compromised, or fully adjudicated against the City.

9.6 Intentionally Omitted.

9.7 Performance Bonds and Other Surety. To ensure completion of the Company's performance of its obligations hereunder, Company shall furnish to the City a performance bond from an insurer or guarantor that is acceptable to the City.

ARTICLE 10
REMEDIES

10.1 Duty to Perform. The Company and the City agree to take all reasonable and necessary actions to assure that the terms of this Agreement are performed.

10.2 Remedies at Law. In the event the Company or the City fail to fulfill any of their respective obligations under this Agreement the City or the Company, whichever the case may be, shall have a breach of contract claim and remedy against the other in addition to any other remedy provided by law, provided that no remedy that would have the effect of amending the specific provisions of this Agreement shall become effective without such action that would be necessary to formally amend the Agreement.

10.3 Force Majeure. The Company shall not be held in default or noncompliance with the provisions of the Franchise, nor suffer any enforcement or penalty relating thereto, where such noncompliance or alleged defaults are caused by strikes, acts of God, power outages, or other events reasonably beyond its ability to control, but the Company shall not be relieved of any of its obligations to comply promptly with any provision of this Franchise contract by reason of any failure of the City to enforce prompt compliance. Nothing herein shall be construed as to imply that City waives any right, payment, or performance based on future legislation where said legislation impairs this contract in violation of the United States or Utah Constitutions.

ARTICLE 11
TRANSFER OF FRANCHISE

11.1 Written Approval Required. The Company shall not transfer or assign the Franchise or any rights under this Agreement to another entity, unless the City shall first give its approval in writing, which approval shall not be unreasonably withheld or delayed; provided however, that the Company may fully assign the Franchise to its corporate parent, a corporate affiliate or a subsidiary, and also that inclusion of the Franchise as property subject to the liens of the Company's mortgages or other security interests shall not constitute a transfer or assignment. Any attempted assignment or transfer other than those permitted under this section without such prior written consent shall constitute a default of the Franchise. In the event of such a default, City shall proceed according to the procedure set forth in this ordinance, and any applicable state or federal law.

11.2 Procedure for Obtaining Approval for Transfer. At least ninety (90) calendar days before a proposed assignment or transfer of Company's franchise is scheduled to become effective (other than those permitted assignment listed in Section 11.1), Company shall petition in writing for the City Council's written consent for such a proposed assignment or transfer. The City will not unreasonably withhold its consent to such an assignment or transfer. However, in making such a determination, the City Council may consider the following:

(a) experience of proposed assignee or transferee (including conducting an investigation of proposed assignee or transferee's service record in other communities);

(1) qualifications of proposed assignee or transferee;
(2) legal integrity of proposed assignee or transferee;
(3) financial ability and stability of the proposed assignee or transferee;
(4) the corporate connection, if any, between the Company, and proposed assignee or transferee;
(5) any other aspect of the proposed assignee's or transferee's background which could affect the health, safety, and welfare of the citizenry of the City as it relates to the operation of telecommunications network.

11.3 Certification of Assignee. Before an assignment or transfer is approved by the City Council, the proposed assignee or transferee shall execute an affidavit,

acknowledging that it has read, understood, and intends to abide by the applicable Franchise agreement and Franchise Ordinance.

11.4 Effect of Approval. In the event of any approved assignment or transfer, the assignee or transferee shall assume all obligations and liabilities of Company, except an assignment or transfer shall not relieve the Company of its liabilities under the Franchise agreement until the assignment actually takes place, or unless specifically relieved by federal, or state law, or unless specifically relieved by the City Council at the time an assignment or transfer is approved.

11.5 Transfer Upon Revocation by City. Company and City agree that in the case of a lawful revocation of the Franchise, at Company's request, which shall be made in its sole discretion, Company shall be given a reasonable opportunity to effectuate a transfer of its network to a qualified third party, unless the Parties have mutually agreed that Company's network may be abandoned in place. City further agrees that during such a period of time, it shall authorize the Company to operate pursuant to the terms of its prior Franchise; however, in no event shall such authorization exceed a period greater than six (6) months from the effective date of such revocation. If at the end of that time, Company is unsuccessful in procuring a qualified transferee or assignee of its network which is reasonably acceptable to the City, Company and City may avail themselves of any rights they may have pursuant to federal or state law; it being further agreed that Company's continued operation of its network during the six (6) month period shall not be deemed to be a waiver, nor an extinguishment, of any rights of either the City or the Company. Notwithstanding anything to the contrary set forth herein, neither City nor Company shall be required to violate federal or state law.

11.6 Abandonment of Facilities by Company. The Company, with the consent of the City, may abandon any underground facilities in place, subject to the requirements of the City. In such an event, the abandoned network shall become the property of the City, and the Company shall have no further responsibilities or obligations concerning those facilities.

ARTICLE 12
ACCEPTANCE BY THE COMPANY OF FRANCHISE

12.1 Company Duty to Approve Franchise Agreement. If the Company has not duly executed this Agreement prior to the City Council's adoption of the corresponding Ordinance, within sixty (60) calendar days after the effective date of the City Council's adoption of the Ordinance, the Company shall execute this Agreement and file an unqualified acceptance of the Ordinance in writing with the City Recorder of the City in a

form approved by the City Attorney; otherwise, this Agreement and any ordinance adopted relating thereto and all rights granted hereunder shall be null and void.

ARTICLE 13
GENERAL PROVISIONS

13.1 Binding Agreement. The Parties represent that (a) when executed by their respective Parties, this Agreement shall constitute legal and binding obligations of the Parties; and (b) that each Party has complied with all relevant statutes, ordinances, resolutions, by-laws and other legal requirements applicable to their operation in entering into this Agreement; and (c) each Party represents to the other that the person signing on its behalf has the legal right and authority to execute, enter into and bind such party to the commitments and obligations set forth herein.

13.2 Governing Law. This Agreement shall be interpreted pursuant to Utah law.

13.3 Time of Essence. Time shall be of the essence of this Agreement.

13.4 Interpretation of Agreement. The invalidity of any portion of this Agreement shall not prevent the remainder from being carried into effect. Whenever the context of any provision shall require it, the singular number shall be held to include the plural number, and
vice versa, and the use of any gender shall include any other and all genders. The paragraphs and section headings in this Agreement are for convenience only and do not constitute a part of the provisions hereof.

13.5 No Presumption. All Parties have participated in preparing this Agreement. Therefore, the Parties stipulate that any court interpreting or construing the Agreement shall not apply the rule of construction that the Agreement should be more strictly construed against the drafting Party.

13.6 Entire Agreement and Amendments. This Agreement and all attachments hereto constitute and represent the entire agreement and understanding between the Parties hereto and replaces any previous agreement, understanding or negotiation between the Parties with respect to the subject matter hereof, and may be modified or amended, supplemented, or changed only by the written agreement of the Parties, including the formal approval of the City Council. No oral modifications or amendments shall be effective.

13.7 Binding Agreement. This Agreement shall be binding upon the heirs, successors, administrators and assigns of each of the Parties.

IN WITNESS HEREOF, the Parties have executed this Agreement as of the effective date in duplicate, each of which shall be deemed an original.

LEHI CITY CORPORATION:

Date:_____ _____
Paul Binns, Mayor

ATTEST:

Date:_____ _____
Teisha Wilson, City Recorder

COMPANY

Date: _____ By: _____

_____
Officer, Title

Agenda Item No: 7

City Council Agenda Item Report

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

Subject:
Approve Ordinance #10-2026, amending the Lehi Municipal Code Title 1 Chapter 6 Section 4, Mayor and City Council Compensation.

Suggested Action:

Attachments:

Ord 10-2026

Amended Lehi Code 1-6-4

LEHI CITY

ORDINANCE NO. 10-2026

AN ORDINANCE AMENDING LEHI CITY CODE TITLE 1 CHAPTER 6 SECTION 4 (MAYOR AND CITY COUNCIL COMPENSATION)

WHEREAS, the City desires to amend the provisions of Lehi City Code Title 1 Chapter 6 Section 4 (Mayor and City Council Compensation Schedule);

WHEREAS, on February 10, 2026, and March 10, 2026, the City Council held a duly noticed public meeting to ascertain the facts regarding this matter, which facts and comments are found in the meeting record; and,

WHEREAS, after considering the facts and comments presented to the City Council, the Council finds: (i) Title 1 Chapter 4 Section 4 should be amended; and (ii) such action furthers the health, safety and welfare of the citizens of Lehi.

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

PART I:

Title 1 Chapter 6 Section 4 (Mayor and City Council Compensation Schedule) of the Lehi City Code is hereby amended as follows

A. The Elected Officials of Lehi City, Mayor and City Council, shall receive compensation for their services.

B. The Mayor and the Mayor's dependents shall be entitled to coverage under the city's medical, dental, and life insurance program to be paid by the city, or alternatively, at the Mayor's election, to have a sum equal to one-half of the monthly medical premium amount, contributed to a 401(k) retirement account.

C. The members of the City Council and their dependents shall be entitled to coverage under the City's medical, dental, and life insurance program to be paid by the City, or alternatively, at the Council member's election, to have a sum equal to one-half of the monthly medical premium amount, contributed to a 401(k) retirement account.

D. Compensation for the Mayor and members of the City Council shall be adopted annually by ordinance after a public hearing and may be based upon the same compensation increase that is made available to all other employees of the City.

E. Elected officials shall be reimbursed for all City-related expenses, including travel, as described in the adopted City Employee Policy Manual.

PART II:

A. If a provision of this Ordinance No. 10-2026 conflicts with a provision of a previously adopted ordinance concerning the same title, chapter, and/or section number amended herein, the provision in this Ordinance shall prevail.

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

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

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

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

LEHI CITY

_____

Mayor Paul Binns

ATTEST

_____

Teisha Wilson, City Recorder

CHAPTER 6
MAYOR AND CITY COUNCIL

SECTION:

1-6-4: Compensation Schedule

1-6-4: COMPENSATION SCHEDULE:

A. The Elected Officials of Lehi City, Mayor and City Council, shall receive compensation for their services.

B. The Mayor and the Mayor's dependents shall be entitled to coverage under the city's medical, dental, and life insurance program to be paid by the city, or alternatively, at the Mayor's election, to have a sum equal to one-half of the monthly medical premium amount, contributed to a 401(k) retirement account.

C. The members of the City Council and their dependents shall be entitled to coverage under the City's medical, dental, and life insurance program to be paid by the City, or alternatively, at the Council member's election, to have a sum equal to one-half ($^1/_2$) of the monthly medical premium amount, contributed to a 401(k) retirement account.

D. Compensation for the Mayor and members of the City Council shall be adopted annually by ordinance after a public hearing and may be based upon the same compensation increase that is made available to all other employees of the City.

E. Elected officials shall be reimbursed for all City-related expenses, including travel, as described in the adopted City Employee Policy Manual.

Agenda Item No: 1

City Council Agenda Item Report

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

Subject:
Consideration of Resolution #2026-13, approving an agreement with UDOT for the design, construction and maintenance of a pedestrian bridge over the Jordan River as part of the 2100 N Freeway Project.

Suggested Action:

Attachments:

Res 2026-13

Jordan River Pedestrian Crossing Agreement

LEHI CITY

RESOLUTION NO. 2026-13

A RESOLUTION OF THE LEHI CITY COUNCIL APPROVING AN AGREEMENT BETWEEN LEHI CITY, UTAH COUNTY AND UDOT FOR THE DESIGN, CONSTRUCTION AND MAINTENANCE OF A PEDESTRIAN BRIDGE OVER THE JORDAN RIVER

WHEREAS, UDOT is progressing the design and construction for the highway project identified as SR-194; Lehi 2100 N Freeway in Lehi City, Utah County, Utah ("Project");

WHEREAS, UDOT will design and construct the Project, including a pedestrian structure crossing the Jordan River and connecting the Jordan River Trail on the north side of 2100 North at approximately 2750 West in Lehi City, Utah ("Pedestrian Structure") as described in the agreement attached Exhibit A;

WHEREAS, the City will own and maintain the Pedestrian Structure as described in the agreement attached as Exhibit A;

WHEREAS, on March 10th, 2026, the City Council held a duly noticed public meeting to ascertain the facts regarding this matter, which facts and comments are found in the meeting record; and

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

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

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

2. This resolution shall take effect immediately.

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

LEHI CITY ATTEST

_____ _____

Paul Binns, Mayor Teisha Wilson, City Recorder

Exhibit “A”

STAFF SUMMARY REPORT

Jordan River Pedestrian Crossing Agreement with UDOT and Utah County

UDOT is proceeding with a design-build contract for the construction of the 2100 North Freeway. This project will construct a 6-lane freeway between the 2100 North eastbound and westbound frontage roads currently in operation through Lehi and Saratoga Springs.

Lehi City Staff have negotiated to have UDOT construct a shared-use path and pedestrian structure connecting the County-owned Jordan River Trail, across the Jordan River, and into Lehi's future park along Waterbury Drive. This structure will be constructed by UDOT, but will be owned and maintained by Lehi City.

This three-party attached agreement between UDOT / Utah County / Lehi City is for the long-term ownership / operation / maintenance of this pedestrian bridge structure across the Jordan River.

PEDESTRIAN CROSSINGS AT JORDAN RIVER
COOPERATIVE MAINTENANCE AGREEMENT
Between
THE UTAH DEPARTMENT OF TRANSPORTATION
And
UTAH COUNTY
And
LEHI CITY

This Cooperative Maintenance Agreement is entered on _____ ("Effective Date") by and between the **Utah Department of Transportation** ("UDOT") and **Utah County** ("County") and **Lehi City** ("City") (collectively, the "Parties").

RECITALS

WHEREAS, UDOT is progressing the design and construction for the highway project identified as SR-194; Lehi 2100 N Freeway in Lehi City, Utah County, Utah ("Project"); and

WHEREAS, UDOT will design and construct the Project, including a pedestrian structure crossing the Jordan River and connecting the Jordan River Trail on the north side of 2100 North at approximately 2750 West in Lehi City, Utah ("Pedestrian Structure"); and

WHEREAS, the County owns and maintains the Jordan River Trail and the property where the eastern portion of the Pedestrian Structure will be constructed; and

WHEREAS, City owns the right of way and property on the west side of the structure where a portion of the Pedestrian Structure will be constructed; and

WHEREAS, the Parties wish to set forth their roles and responsibilities for the maintenance and ownership of the Pedestrian Structure.

AGREEMENT

NOW THEREFORE, in consideration of the foregoing recitals, which by this reference are incorporated herein, and for other good and valuable consideration, which the Parties agree is sufficient, the Parties agree as follows:

1. **Scope of UDOT Work**

   UDOT has prepared plans and will construct, at UDOT's sole cost and as part of the Project, the Pedestrian Structure as shown in the plan set marked as Exhibit A and incorporated by reference. The Work includes, but is not limited to:

   a. Design and construct a Pedestrian Structure crossing the Jordan River on the north side of 2100 North at approximately 2750 West, for the Jordan River Trail pedestrian use.
   b. Construct stairs on the north and south legs of the Jordan River Trail to accommodate

Pedestrians using the new trail connections and Pedestrian Structure.

c. Construct trail connections to the existing Jordan River trail system on the south side of 2100 N.

d. UDOT shall be responsible to obtain all required License Agreements, permits and approvals required for construction.

2. **Pedestrian Structure Work Schedule**

UDOT's contractor will complete the construction of the Pedestrian Structure during the Project construction.

3. **License**

Subject to the terms of this Agreement, the County hereby issues to UDOT a non-exclusive license for the purpose of constructing the portions of the Pedestrian Structure located on County property, as described in the terms and conditions of this Agreement, and as described in Exhibit A. UDOT shall restore the County property used for construction of the Pedestrian Structure to match the current condition of the property and acceptable to the County.

Subject to the terms of this Agreement, the County hereby issues to the City a non-exclusive license for the purpose of maintaining the Pedestrian Structure as described in the terms and conditions of this Agreement.

Subject to the terms of this Agreement, City hereby issues to UDOT a non-exclusive license for the purpose of constructing the Pedestrian Structure over the Jordan River under its license from the State of Utah Division of Forestry, Fire, and State Lands (FFSL) as described in Exhibit A. The City will renew their license from FFSL at the thirty-year term. UDOT shall restore the City property used for construction of the Pedestrian Structure to match the current condition of the property and acceptable to the City.

4. **Pedestrian Structure Ownership and Maintenance**

a. The City shall own and maintain the Pedestrian Structure upon completion of construction. The City is responsible for routine and preventative maintenance and repair, including, but not limited to: pathways, fencing, lighting, drainage, painting, structural repairs, appurtenances, and removal of debris from off of the Pedestrian Structure in accordance with current UDOT standard details and specifications, Utah Admin. Code R918-6 and Utah Code § 72-3-109. If the Pedestrian Structure is still required at the end of the permit term, the City will renew its permit from FFSL.

b. Except as otherwise specified in the UDOT approved plans and specifications or as otherwise approved by UDOT, no graffiti, advertising, subdivision names, street addresses, banners, or flags, subject to and in accordance with Utah Code Ann. § 72-7-104, shall be located or allowed on the Pedestrian Structure. The City will remove any such advertising, as well as any graffiti, on the Pedestrian Structure within 48 hours of discovering such, or following notification from UDOT.

c. In the event the condition of the Pedestrian Structure creates a safety hazard for the traveling public, the City shall immediately repair or correct the condition that is creating the safety hazard. The City and its representatives shall abide by all applicable state and federal laws, rules, and regulations pertaining to Safety and Traffic Control particularly, but not limited to the Manual of Uniform Traffic Control Devices in the maintenance and repair work. Access for maintenance and servicing of the Pedestrian Structure on UDOT's Right-of-Way shall be permitted by this Agreement from UDOT to the City, except for accessing the Right-of-Way in the clear zone or impacting a travel lane. For these circumstances, the City shall obtain an encroachment permit pursuant to Utah Admin. Code R930-6.
d. To the extent possible, the City will access the Pedestrian Structure from outside of the 2100 N. travel way.
e. UDOT, through its contractor, will provide the City a one-year warranty for the Pedestrian Structure, commencing upon the City's acceptance of the Pedestrian Structure.

5. **Inspection**

UDOT reserves the right to inspect the Pedestrian Structure at any time.

6. **Termination**

This Agreement may be terminated as follows:
a. By mutual agreement of the Parties, in writing;
b. By UDOT for the City's default in performing its obligations as set forth in and reasonably contemplated by the provisions of this Agreement. Reasonable allowances will be made for circumstances beyond the control of the City. Thirty days' written notice of intent to terminate is required and shall specify the reasons for termination, delivered per Paragraph 11. The Agreement will not terminate if the City commences a cure within such thirty-day period and diligently pursues it to completion. If the breach is not remedied within such thirty-day period, then UDOT may send a notice of termination and this Agreement will terminate immediately upon delivery of such notice;
c. By the City if it ceases to require the Pedestrian Structure, upon 30 days' written notice to UDOT per Paragraph 11. If the City terminates the Agreement, then the City shall be responsible for all the costs UDOT incurs prior to the termination. The City shall promptly remove the Pedestrian Structure and shall restore UDOT and County property to a condition acceptable to UDOT or the County; or
d.

7. **Communication**

The Parties agree that as day-to-day maintenance or communication needs arise related to this Agreement, the following Party staff shall act as points of contact:

For UDOT: Rob Clayton, Region 3 Director, email robertclayton@utah.gov and phone number 801-830-9530.

For County: Richard Nielson, County Engineer, email richardjn@utahcounty.gov and phone number 801-851-8600.

For City: Mike West, Planning Division Manager, email mewest@lehi-ut.gov and phone number 385-201-2518. David Jennings, Pesticide Specialist / Trails / Open Spaces, email djennings@lehi-ut.gov and phone number 385-482-8310

8. **Indemnification**

The Parties are governmental entities subject to the Utah Governmental Immunity Act ("Act"). Each party agrees to indemnify, defend, and save harmless the other parties from and against all "Loss" (including but not limited to claims, suits, damages and costs) that arise out of the negligent acts, errors or omissions of itself or its officers, agents, contractors or employees in the performance of this Agreement (except that in the case of an agent or contractor, this indemnity applies to a party only to the extent that the Party is able to recover the Loss from its agent or contractor). Each Party agrees to require its agents and contractors to maintain liability insurance appropriate for the work performed. Nothing in this paragraph is intended to create additional rights to third parties or to waive any of the provisions of the Act. The obligation to indemnify is limited to the dollar amounts set forth in the Act. The indemnification in this paragraph shall survive the expiration or termination of this Agreement.

9. **General Terms**

The following terms apply to this Agreement:

a. Any Party may give a written notice under this Agreement by delivering it to the following physical address (an email may be used in addition as a courtesy), and notice is effective upon delivery when delivered by hand or by overnight delivery service with confirmation of delivery (or, if placed in the U.S. mail, notice is effective three days after such notice receives a postmark):

To UDOT:	To Utah County:	To Lehi City:
UDOT 4501 South 2700 West Box 143600 Salt Lake City, UT 84114 Attention: Andrew Jordan With a copy to: Assistant Attorney General (UDOT)	Utah County 100 East Center Street Provo, UT 84606 Attention: Richard Nielson	Lehi City 153 North 100 East Lehi, UT 84043 Attention: Mike West

4501 South 2700 West Salt Lake City, UT 84114-4855		

b. The Parties agree to undertake and perform all further acts that are reasonably necessary (except when expressly prohibited by law) to carry out the intent and purpose of the Agreement and to assist UDOT with maintaining compliance with the legal requirements applicable to UDOT after receiving a written notice that explains the need for such action. The Parties further agree to work together cooperatively and in good faith to accomplish the intent of this Agreement.

c. UDOT's consent, review, acceptance, approval, or other action or inaction relating to any conditions, inspections, plans, specifications, or other work arising out of this Agreement is for purposes of administering this Agreement only, and it does not constitute an assumption by UDOT of any responsibility or liability for the same; it does not relieve the other Party of any duties (including but not limited to duties to ensure compliance with applicable standards); and it does not constitute a waiver by UDOT of the other Party's obligation to comply with applicable standards. Any consent, review, acceptance, approval or other action or inaction must be provided by UDOT's authorized employee or representative.

d. No part of this Agreement may be waived, whether by a Party's failure to insist on strict performance of this Agreement or otherwise, except in a writing signed by an authorized representative of the Party waiving. No Party may assign or delegate this Agreement and actions required by it without the other Party's prior written authorization, and any purported assignment or delegation to the contrary is void. This Agreement is governed by Utah law without reference to choice or conflict of law provisions. Jurisdiction for any judicial action brought in connection with this Agreement shall be in brought in a court in Salt Lake County, Utah, and ALL PARTIES KNOWINGLY AND VOLUNTARILY WAIVE THEIR RIGHTS TO A JURY TRIAL. This Agreement (or, if any part hereof is invalidated by law, this Agreement's remaining provisions) shall be construed to enforce its terms to the fullest extent allowed under applicable law to give effect to the intent of the Parties. This Agreement shall not be construed against a drafter. Before taking any legal action in connection with this Agreement, each Party agrees to first advise the other of a dispute and to meet to discuss it in good faith in an effort to resolve it. All remedies in this Agreement are cumulative and nonexclusive and they do not limit any other remedies available to the Parties. The indemnity provision, remedies, and other terms that by their nature are intended to survive this Agreement's termination shall survive. Nothing in this Agreement shall be construed to limit or alter UDOT's governmental powers and authority. This Agreement may only be amended in a written document that is signed by an authorized representative of each Party. This is the entire agreement of the Parties with respect to the subject matter hereof and it shall supersede all prior negotiations, understandings, and agreements with respect to such subject matter. Each Party warrants that all of its representatives who are necessary to make this Agreement fully binding against the Party (and its successors and assigns, if any) have signed below with the Party's authorization, and that this Agreement's terms do not violate laws, contracts, or commitments that apply to the Party. This Agreement may be signed in counterparts and signed electronically. This Agreement does not create

any power of agency, joint venture, partnership, or other relationship among the Parties, and it is intended only for the Parties hereto and does not create any third-party beneficiaries.

IN WITNESS WHEREOF, the Parties hereto have each caused an authorized representative to execute this Agreement as of the Effective Date first written above.

Lehi City			**Utah County**		
By		Date	By		Date
Title/Signature of Official			Title/Signature of Official		
By		Date	By		Date
Title/Signature of additional official, if required			Title/Signature of additional official, if required		
By		Date	By		Date
Title/Signature of additional official, if required			Title/Signature of additional official, if required		

Utah Department of Transportation		
By		Date
Project Director		
By		Date
Region Director		
By		Date
Comptroller's Office		

EXHIBIT A

SR-194; 2100 N FREEWAY

MAINTENANCE RESPONSIBILITY
8/26/2025

LEGEND

- UTAH COUNTY
- LEHI CITY

N

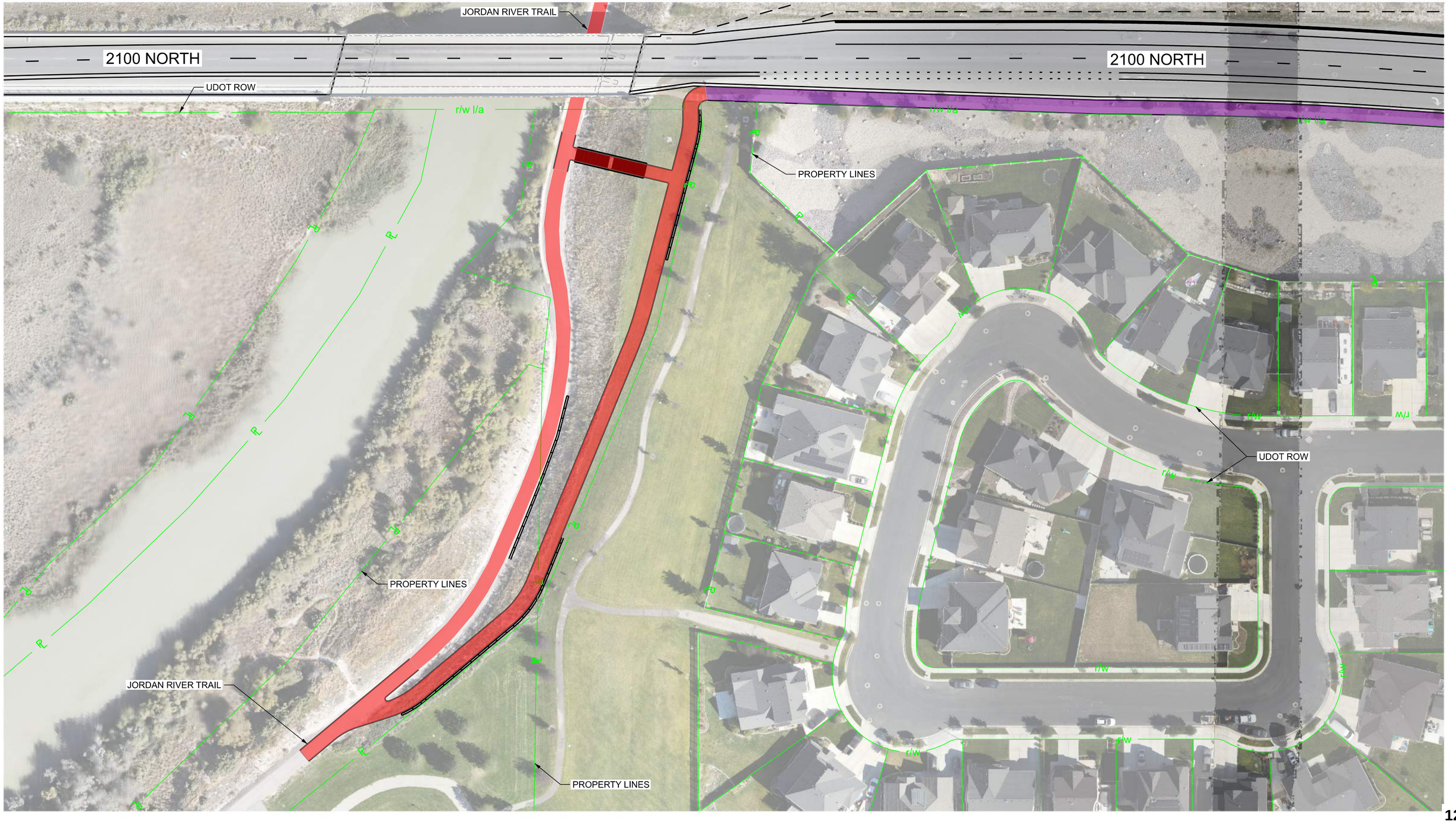
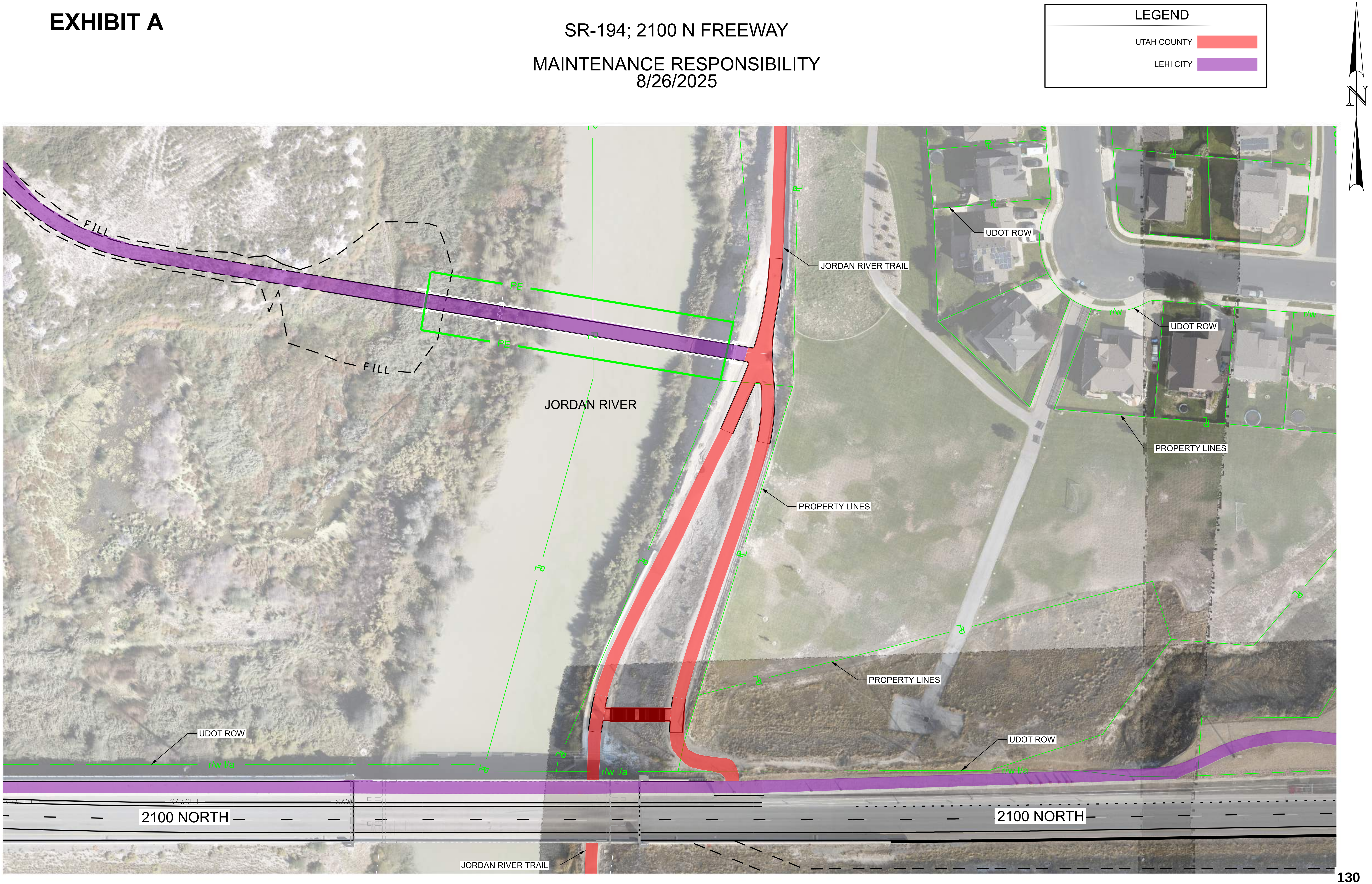


EXHIBIT A

SR-194; 2100 N FREEWAY

MAINTENANCE RESPONSIBILITY
8/26/2025



LEGEND

UTAH COUNTY 126:E TEMPORARY EASEMENT SHAPE.

LEHI CITY 129:E TEMPORARY EASEMENT SHAPE.

LEHI CITY
(INCORPORATED)

LOT 4
SEC. 1

JORDAN RIVER

45.33' TE
53.01'
167.25'
113.56'
51.65'
48.88' TE
126:E — TEMPORARY EASEMENT
UTAH COUNTY

LOT 313
LOT 312
LOT 311
LOT 310
LOT 309
2600 WEST STREET
Exist. R/W Line
2500 WEST STREET
T.5S. S.L.B. & M. R.1W.
2150 NORTH STREET
LOT 308
LOT 307
LOT 306
LOT 305
LOT 304
LOT 303
LOT 5
SEC. 1
PLAT "C"
CRANBERRY FARMS P.U.D.
LOT 336
Exist. Access Easement

187.56'
315.78'
TE
129:E — TEMPORARY EASEMENT
LEHI CITY
LOT 337
32.14'
80.42'
30.00'
42.02'
85.04'
TE
28.74'
24.89'
81.20'
Exist. Questar Gas Easement
Exist. UDOT Slope Easement

Exist. Hwy R/W & L/A Line
r/w l/a
QUARTER SECTION LINE
1/4
pe
r/w

LOT 7
SEC. 1

SR-194 (2100 NORTH STREET)

LOT 6
SEC. 1

PARCEL NO.	OWNER	NET AC.	SQ. FEET	EXIST. R/W IN DEED AC.	OWNERSHIP AC.	REMAINING AC. LEFT	REMAINING AC. RIGHT
0194:126:E	UTAH COUNTY	0.396	17,261			TEMPORARY	
0194:129:E	LEHI CITY	0.133	5,798			TEMPORARY	

80 40 0 80
SCALE IN FEET

NOTE:
THIS EXHIBIT IS INTENDED TO BE USED FOR ILLUSTRATIVE PURPOSES AND AS A NEGOTIATION TOOL FOR THE DEED IT IS ATTACHED TO ONLY. THIS EXHIBIT DOES NOT REPRESENT ANY FIELD SURVEY WORK OR THAT A RECORD OF SURVEY HAS BEEN FILED WITH THE RECORDER'S OR SURVEYOR'S OFFICE THAT THIS DOCUMENT IS OR MAY BE RECORDED IN

UTAH DEPARTMENT OF TRANSPORTATION

PROPERTY OWNER:
PROPERTY ADDRESS:

PROJECT: SR-194; LEHI 2100 N FREEWAY
PROJECT NUMBER: S-0194(6)0
PIN: 13420

MERIDIAN ENGINEERING, INC.

PARTIAL SUMMARY NO.
126 & 129-EXHIBIT

DGN File:U:\Projects\2024\24110-TEJ-UNTB-2100 North MVC to I-15\13420_Corners\Right of Way\Exhibits\06_2026-02-02_126 & 129_Exhibit.dgn
9-FEB-2026

LEGEND

UTAH COUNTY 126:E TEMPORARY EASEMENT SHAPE.

LEHI CITY 129:E TEMPORARY EASEMENT SHAPE.

LEHI CITY
(INCORPORATED)

T.5S. S.L.B. & M. R.1W.

LOT 313
LOT 312
LOT 311
LOT 310
LOT 309
LOT 308
LOT 307
LOT 306
LOT 305
LOT 304
LOT 303
LOT 4 SEC. 1
LOT 5 SEC. 1
LOT 7 SEC. 1
LOT 6 SEC. 1
LOT 336
LOT 337
LEHI CITY

2600 WEST STREET
2500 WEST STREET
2150 NORTH STREET
SR-194 (2100 NORTH STREET)

Exist. R/W Line
Exist. Hwy R/W & L/A Line
Exist. Access Easement
Exist. Questar Gas Easement
Exist. UDOT Slope Easement

JORDAN RIVER

UTAH COUNTY
126:E TEMPORARY EASEMENT

LEHI CITY
129:E TEMPORARY EASEMENT

45.33' TE
53.01'
167.25'
113.56'
51.65'
48.88' TE
187.56'
315.78'
32.14'
80.42'
30.00'
42.02'
85.04'
28.14'
24.89'
81.20'

PLAT "C"
CRANBERRY FARMS P.U.D.

QUARTER SECTION LINE
1/4

PARCEL NO.	OWNER	NET AC.	SQ. FEET	EXIST. R/W IN DEED AC.	OWNERSHIP AC.	REMAINING AC. LEFT	REMAINING AC. RIGHT
0194:126:E	UTAH COUNTY	0.396	17,261			TEMPORARY	
0194:129:E	LEHI CITY	0.133	5,798			TEMPORARY	

80 40 0 80
SCALE IN FEET

NOTE:
THIS EXHIBIT IS INTENDED TO BE USED FOR ILLUSTRATIVE PURPOSES AND AS A NEGOTIATION TOOL FOR THE DEED IT IS ATTACHED TO ONLY. THIS EXHIBIT DOES NOT REPRESENT ANY FIELD SURVEY WORK OR THAT A RECORD OF SURVEY HAS BEEN FILED WITH THE RECORDER'S OR SURVEYOR'S OFFICE THAT THIS DOCUMENT IS OR MAY BE RECORDED IN

UTAH DEPARTMENT OF TRANSPORTATION

PROPERTY OWNER:
PROPERTY ADDRESS:

SR-194; LEHI 2100 N FREEWAY

PROJECT
PROJECT NUMBER
S-0194(6)0
PIN 13420

MERIDIAN ENGINEERING, INC.

PARTIAL SUMMARY NO.

126 & 129-EXHIBIT

DGN: F:\Jobs\Projects\2024\24110-TEJ-HNTB-2100 North-MVC to I-15\13420_Corners\Right of Way\Exhibits\06_2026-02-02 126 & 129 TCE Exhibit\13420_S-0194(6)0_126 & 129_Exhibit-Aerial.dgn
9-FEB-2026

Agenda Item No: 2

City Council Agenda Item Report

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

Subject:
Consideration of Resolution #2026-14, approving an agreement with UDOT for design, construction, and maintenance of a shared use path as part of the 2100 N Freeway Project.

Suggested Action:

Attachments:

Res 2026-14

Shared Use Path Agreement

LEHI CITY

RESOLUTION NO. 2026-14

A RESOLUTION OF THE LEHI CITY COUNCIL APPROVING AN AGREEMENT BETWEEN LEHI CITY AND UDOT FOR DESIGN, CONSTRUCTION AND MAINTENANCE OF A SHARED USE PATH

WHEREAS, UDOT is progressing the design and construction for the highway project identified as SR-194; Lehi 2100 N Freeway in Lehi City, Utah County, Utah ("Project");

WHEREAS, UDOT will design and construct the Project, including making connections to the shared use path (“Shared Use Path”) to accommodate active transportation in Lehi City as described in the agreement attached Exhibit A;

WHEREAS, UDOT will own and the City will maintain the Shared Use Path as described in the agreement attached as Exhibit A;

WHEREAS, on March 10th, 2026, the City Council held a duly noticed public meeting to ascertain the facts regarding this matter, which facts and comments are found in the meeting record; and

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

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

1. The Agreement attached hereto as Exhibit “A” is hereby approved and the Mayor is authorized to execute the agreements and take all other such action as is necessary to make them effective.

2. This resolution shall take effect immediately.

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

LEHI CITY ATTEST

_____

_____

Paul Binns, Mayor Teisha Wilson, City Recorder

Exhibit “A”

STAFF SUMMARY REPORT

2100 N Shared Use Path and Pedestrian Structure

UDOT is proceeding with a design-build contract for the construction of the 2100 North Freeway. This project will construct a 6-lane freeway between the 2100 North eastbound and westbound frontage roads currently in operation through Lehi and Saratoga Springs.

Lehi City Staff have negotiated to have UDOT construction a shared-use path and pedestrian structure across the frontage roads and freeway just east of the existing UTA/UPRR railroad structure at approximately 2000 West. This structure will be constructed by UDOT, but will be owned and maintained by Lehi City.

This attached agreement is for the long term ownership / operation / maintenance of this pedestrian bridge structure within the UDOT 2100 North Right-of-Way.

2100 N. SHARED USE PATH AND PEDESTRIAN STRUCTURE COOPERATIVE MAINTENANCE AGREEMENT Between THE UTAH DEPARTMENT OF TRANSPORTATION And LEHI CITY

This Cooperative Maintenance Agreement is entered on _____ ("Effective Date"), by and between the **Utah Department of Transportation** ("UDOT") and **Lehi City** ("City") (collectively, the "Parties").

RECITALS

WHEREAS, UDOT is progressing the design and construction for the highway project identified as SR-194; Lehi 2100 N Freeway in Lehi City, Utah County, Utah ("Project"); and

WHEREAS, UDOT will design and construct the Project, including making connections to the shared use path ("Shared Use Path") including a grade separated pedestrian structure crossing 2100 N. located east of the railroad structure ("Pedestrian Structure") to accommodate active transportation in Lehi City, Utah; and

WHEREAS, UDOT owns the right of way where the Shared Use Path will be constructed; and

WHEREAS, the City will be responsible for maintaining the Shared Use Path and Pedestrian Structure; and

WHEREAS, the Parties wish to set forth their roles and responsibilities for the maintenance and ownership of the Shared Use Path and Pedestrian Structure.

AGREEMENT

NOW THEREFORE, in consideration of the foregoing recitals, which by this reference are incorporated herein, and for other good and valuable consideration, which the Parties agree is sufficient, the Parties agree as follows:

1. **Scope of UDOT Work**

   UDOT has prepared plans and will construct the Shared Use Path and Pedestrian Structure, at its sole cost as part of the Project, from I-15 to Redwood Road to accommodate active transportation throughout the corridor as shown in Exhibit A and incorporated by reference. This work includes, but is not limited to constructing new sections of a 12-foot wide shared use path and connecting to existing sections of the shared use path along the north and south sides of 2100 North, and construction of a grade separated pedestrian structure east of the Railroad structure.

2. **Shared Use Path And Pedestrian Structure Work Schedule**

   UDOT's contractor will complete the construction of the Shared Use Path and Pedestrian Structure identified in Paragraph 1 as part of the Project construction.

3. **License**

   Subject to the terms of this Agreement, UDOT hereby issues to the City a non-exclusive license for the purpose of operating and maintaining the Shared Use Path and Pedestrian Structure within the UDOT Right-of-Way.

4. **Shared Use Path Ownership and Maintenance**

   a. UDOT will remain the owner of the real properties and the Shared Use Path within the UDOT Right-of-Way. If UDOT decides to use the real property for any of its future projects, UDOT may require the City to remove or relocate any Shared Use Path improvements installed by the City at the City's sole expense. UDOT may not elect to replace or reimburse the City for the improvements.
   b. The City shall maintain its facilities outside of the UDOT Right-of-Way. The City is responsible for routine and preventative maintenance and repair, including, but not limited to: pathways, fencing, lighting, drainage, appurtenances and removal of debris of the Shared Use Path in accordance with current UDOT standard details and specifications, Utah Admin. Code R-918-6 and Utah Code § 72-3-109. For any proposed repairs, reconstruction, modifications, or additions, the City must submit to UDOT plans and specifications conforming to standard UDOT practice. If UDOT objects to the submitted plans and specifications or proposes a modification, the City shall address the concerns in writing with reasonable detail. UDOT and the City shall meet to resolve any objections submitted by UDOT, and the City shall not commence any portion of the proposed repairs, reconstruction, modifications, or additions until all such objections have been resolved and UDOT has provided approval in writing.
   c. If the City does not maintain the Shared Use Path, UDOT will notify the City. If the City does not perform the work UDOT requests within 30 days, UDOT may perform the work and the City shall promptly reimburse UDOT for any expenses incurred in performing said maintenance.
   d. Except as otherwise specified in the UDOT approved plans and specifications or as otherwise approved by UDOT, no graffiti, advertising, subdivision names, street addresses, banners, or flags, subject to and in accordance with Utah Code Ann. § 72-7-104, shall be located or allowed on the Shared Use Path. The City will remove any such advertising, as well as any graffiti, on the Shared Use Path within 48 hours of discovering such or following notification from UDOT. Wayfinding signs installed along the Shared Use Path by the City shall be allowed.
   e. In the event the condition of the Shared Use Path creates a safety hazard for the traveling public, the City shall immediately repair or correct the condition that is creating the safety hazard. If the safety hazard is due to the structural components of

the Shared Use Path, the City will work with UDOT to repair or correct the condition(s). The City shall respond with a plan to correct the conditions within 30 minutes when notified by UDOT of any condition that creates a safety hazard or immediate risk of injury. If the City does not respond after being notified, UDOT has the option but not the obligation to repair or remediate the condition creating the safety hazard and the City shall promptly reimburse UDOT for any expenses incurred in repairing said repairs.

f. The City and its representatives shall abide by all applicable state and federal laws, rules, and regulations pertaining to Safety and Traffic Control particularly, but not limited to the Manual of Uniform Traffic Control Devices in the maintenance and repair work. Access for maintenance and servicing of the Shared Use Path on UDOT's Right-of-Way shall be permitted by this Agreement from UDOT to the City, except for accessing the Right-of-Way in the clear zone or impacting a travel lane. For these circumstances, the City shall obtain an encroachment permit pursuant to Utah Admin. Code R930-6.
g. To the extent possible, the City will access the Shared Use Path from outside of the 2100 North travel way.
h. UDOT, through its contractor, will provide the City a one-year warranty for the Pedestrian Structure, commencing upon the City's acceptance of the Pedestrian Structure.

5. **Pedestrian Structure Ownership and Maintenance**

a. UDOT will remain the owner of the real properties within the UDOT Right of Way. If UDOT decides to use the real property for any of its future projects, UDOT may require the City to remove or relocate the Pedestrian Structure and any improvements installed by the City at the City's sole expense. UDOT may elect to replace or reimburse the City for the improvements.
b. The City may connect and will pay for Pedestrian Structure power services in the name of the City per Utah Admin. Rule R918-6-4.
c. The City shall own and maintain the Pedestrian Structure. The City is responsible for routine and preventative maintenance and repair, including, but not limited to: pathways, fencing, lighting, drainage, painting, structural repairs, appurtenances and removal of debris from off of the Pedestrian Structure in accordance with current UDOT standard details and specifications, Utah Admin. Code R918-6 and Utah Code § 72-3-109. For any proposed repairs, reconstruction, modifications, or additions, the City must submit to UDOT plans and specifications conforming to standard UDOT practice. If UDOT objects to the submitted plans and specifications or proposes a modification, the City shall address the concerns in writing with reasonable detail. UDOT and the City shall meet to resolve any objections submitted by UDOT, and the City shall not commence any portion of the proposed repairs, reconstruction, modifications, or additions until all such objections have been resolved and UDOT has provided approval in writing.

d. If the City does not maintain the Pedestrian Structure, UDOT will notify the City. If the City does not perform the work UDOT requests within 30 days, UDOT may perform the work and the City shall promptly reimburse UDOT for any expenses incurred in performing said maintenance.

e. Except as otherwise specified in the UDOT approved plans and specifications or as otherwise approved by UDOT, no graffiti, advertising, subdivision names, street addresses, banners, or flags, subject to and in accordance with Utah Code Ann. § 72-7-104, shall be located or allowed on the Pedestrian Structure. The City will remove any such advertising, as well as any graffiti, on the Pedestrian Structure within 48 hours of discovering such or following notification from UDOT.
In the event the condition of the Pedestrian Structure creates a safety hazard for the traveling public, the City shall immediately repair or correct the condition that is creating the safety hazard. The City shall promptly respond when notified by UDOT of any condition that creates a safety hazard or immediate risk of injury. If the City does not respond after being notified, UDOT has the option but not the obligation to repair or remediate the condition creating the safety hazard and the City shall promptly reimburse UDOT for any expenses incurred in repairing said repairs. Alternatively, UDOT may remove the pedestrian structure at the City's sole expense.

f. The City and its representatives shall abide by all applicable state and federal laws, rules, and regulations pertaining to Safety and Traffic Control particularly, but not limited to the Manual of Uniform Traffic Control Devices in the maintenance and repair work. Access for maintenance and servicing of the Pedestrian Structure on UDOT's Right-of-Way shall be permitted by this Agreement from UDOT to the City, except for accessing the Right-of-Way in the clear zone or impacting a travel lane. For these circumstances, the City shall obtain an encroachment permit pursuant to Utah Admin. Code R930-6.

g. To the extent possible, the City will access the Pedestrian Structure from outside of the 2100 N. travel way.

6. **Transportation Purposes**

In the event the Shared Use path or Pedestrian Structure must be removed or relocated to support UDOT's transportation purposes, UDOT will coordinate with the City prior to initiating any transportation project to identify and incorporate necessary accommodations for connections to the City trail network.

7. **Inspection**

UDOT reserves the right but does not have the obligation to inspect the Shared Use Path and Pedestrian Structure at any time.

8. **Utilities**

The City shall avoid utilities that may be affected by the City's maintenance and operation of the Shared Use Path or Pedestrian Structure. If the utilities cannot be avoided, such utilities shall be relocated or repaired at the City's sole expense

9. **Termination**

This Agreement may be terminated as follows:

a. By mutual agreement of the Parties, in writing;
b. By UDOT for the City's default in performing its obligations as set forth in and reasonably contemplated by the provisions of this Agreement. Reasonable allowances will be made for circumstances beyond the control of the City. Thirty days' written notice of intent to terminate is required and shall specify the reasons for termination, delivered per Paragraph 11. The Agreement will not terminate if the City commences a cure within such thirty-day period and diligently pursues it to completion. If the breach is not remedied within such thirty-day period, then UDOT may send a notice of termination and this Agreement will terminate immediately upon delivery of such notice;
c. By the City if it ceases to require the Shared Use Path, upon 30 days' written notice to UDOT, per Paragraph 11. If the City terminates the Agreement, then the City shall be responsible for all the costs UDOT incurs prior to the termination. The City shall promptly remove the Pedestrian Structure and shall restore the UDOT right of way to a condition acceptable to UDOT; or
d. By UDOT for the convenience of the State upon written notice to the City.

10. **Communication**

The Parties agree that as day-to-day maintenance or communication needs arise related to this Agreement, the following Party staff shall act as points of contact:

For UDOT: Rob Clayton, Region 3 Director, email robertclayton@utah.gov and phone number 801-830-9530.

For the City: Mike West, Planning Division Manager, email mewest@lehi-ut.gov and phone number 385-201-2518. David Jennings, Pesticide Specialist / Trails / Open Spaces, email djennings@lehi-ut.gov and phone number 385-482-8310

11. **Indemnification**

The Parties are governmental entities subject to the Utah Governmental Immunity Act ("Act"). Each party agrees to indemnify, defend, and save harmless the other parties from and against all "Loss" (including but not limited to claims, suits, damages and costs) that arise out of the negligent acts, errors or omissions of itself or its officers, agents, contractors or employees in the performance of this Agreement (except that in the case of an agent or contractor, this indemnity applies to a party only to the extent that the Party is able to recover the Loss from its agent or contractor). Each Party agrees to require its agents and contractors to maintain liability insurance appropriate for the work performed. Nothing in this paragraph is intended to create additional rights to third parties or to waive any of the provisions of the Act. The obligation to indemnify is limited to the dollar amounts set forth in the Act. The indemnification in this paragraph shall survive the expiration or termination of this Agreement.

12. **General Terms**

The following terms apply to this Agreement:

a. Any Party may give a written notice under this Agreement by delivering it to the following physical address (an email may be used in addition as a courtesy), and notice is effective upon delivery when delivered by hand or by overnight delivery service with confirmation of delivery (or, if placed in the U.S. mail, notice is effective three days after such notice receives a postmark):

To UDOT:	To Lehi City:
UDOT 4501 South 2700 West Box 143600 Salt Lake City, UT 84114 Attention: Andrew Jordan With a copy to: Assistant Attorney General (UDOT) 4501 South 2700 West Salt Lake City, UT 84114-4855	Lehi City 153 North 100 East Lehi, UT 84043 Attention: Mike West

b. The Parties agree to undertake and perform all further acts that are reasonably necessary (except when expressly prohibited by law) to carry out the intent and purpose of the Agreement and to assist UDOT with maintaining compliance with the legal requirements applicable to UDOT after receiving a written notice that explains the need for such action. The Parties further agree to work together cooperatively and in good faith to accomplish the intent of this Agreement.

c. UDOT's consent, review, acceptance, approval, or other action or inaction relating to any conditions, inspections, plans, specifications, or other work arising out of this Agreement is for purposes of administering this Agreement only, and it does not constitute an assumption by UDOT of any responsibility or liability for the same; it does not relieve the other Party of any duties (including but not limited to duties to ensure compliance with applicable standards); and it does not constitute a waiver by UDOT of the other Party's obligation to comply with applicable standards. Any consent, review, acceptance, approval or other action or inaction must be provided by UDOT's authorized employee or representative.

d. No part of this Agreement may be waived, whether by a Party's failure to insist on strict performance of this Agreement or otherwise, except in a writing signed by an authorized representative of the Party waiving. No Party may assign or delegate this Agreement and actions required by it without the other Party's prior written authorization, and any purported assignment or delegation to the contrary is void. This Agreement is governed by Utah law without reference to choice or conflict of law provisions. Jurisdiction for any judicial action brought in connection with this Agreement shall be in brought in a court in Salt Lake County, Utah, and ALL PARTIES KNOWINGLY AND VOLUNTARILY WAIVE THEIR RIGHTS TO A JURY TRIAL. This

Agreement (or, if any part hereof is invalidated by law, this Agreement's remaining provisions) shall be construed to enforce its terms to the fullest extent allowed under applicable law to give effect to the intent of the Parties. This Agreement shall not be construed against a drafter. Before taking any legal action in connection with this Agreement, each Party agrees to first advise the other of a dispute and to meet to discuss it in good faith in an effort to resolve it. All remedies in this Agreement are cumulative and nonexclusive and they do not limit any other remedies available to the Parties. The indemnity provision, remedies, and other terms that by their nature are intended to survive this Agreement's termination shall survive. Nothing in this Agreement shall be construed to limit or alter UDOT's governmental powers and authority. This Agreement may only be amended in a written document that is signed by an authorized representative of each Party. This is the entire agreement of the Parties with respect to the subject matter hereof and it shall supersede all prior negotiations, understandings, and agreements with respect to such subject matter. Each Party warrants that all of its representatives who are necessary to make this Agreement fully binding against the Party (and its successors and assigns, if any) have signed below with the Party's authorization, and that this Agreement's terms do not violate laws, contracts, or commitments that apply to the Party. This Agreement may be signed in counterparts and signed electronically. This Agreement does not create any power of agency, joint venture, partnership, or other relationship among the Parties, and it is intended only for the Parties hereto and does not create any third-party beneficiaries.

IN WITNESS WHEREOF, the Parties hereto have each caused an authorized representative to execute this Agreement as of the Effective Date first written above.

Lehi City			**Utah Department of Transportation**		
By		Date	By		Date
Title/Signature of Official			Project Director		
By		Date	By		Date
Title/Signature of additional official, if required			Region Director		
By		Date	By		Date
Title/Signature of additional official, if required			Comptroller's Office		

Agenda Item No: 3

City Council Agenda Item Report

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

Subject:
Consideration of Resolution #2026-15, approving an Interlocal Cooperation Agreement with Utah County for the Utah Lake Trail.

Suggested Action:

Attachments:

Res 2026-15

Interlocal Agreement Utah County for Utah Lake Trail.

LEHI CITY

RESOLUTION NO. 2026-??__

A RESOLUTION OF THE LEHI CITY COUNCIL APPROVING AN INTERLOCAL COOPERATION AGREEMENT BETWEEN UTAH COUNTY AND LEHI CITY TO ADDRESS PROJECT MANAGEMENT AND FUNDING FOR THE UTAH LAKE TRAIL AND PONY EXPRESS PARKWAY PROJECTS

WHEREAS, Lehi City and Utah County desire to provide transportation facilities in Utah County for use by its residents and visitors;

WHEREAS, Utah County has secured funding to design and construct a non-motorized paved trail along Utah Lake; and Lehi City has secured funding to design and construct a new roadway in the same location;

WHEREAS, on March 10th, 2026, the City Council held a duly noticed public meeting to ascertain the facts regarding this matter, which facts and comments are found in the meeting record; and

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

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

1. The Interlocal Cooperation Agreement attached hereto as Exhibit "A" is hereby approved and the Mayor is authorized to execute the agreements and take all other such action as is necessary to make them effective.

2. This resolution shall take effect immediately.

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

LEHI CITY

_____

Paul Binns, Mayor

ATTEST

_____

Teisha Wilson, City Recorder

Exhibit “A”

STAFF SUMMARY REPORT

Utah Lake Trail design/construction agreement with Utah County

In June of 2025 Lehi City signed a $12.69M agreement with Utah County for the design/construction of Pony Express Parkway (1900 South) from Center Street in Lehi to approximately 700 West, American Fork. Last fall, Utah County asked us if we would be willing to construct their Utah Lake Trail extension concurrent with our Pony Express Parkway project, mainly because much of that trail may follow the same alignment as the Pony Express roadway and the work could be completed by the same contractor. Utah County has agreed to pay the entire design/permitting/construction cost of this trail extension (no match costs for Lehi). The Engineering Department and City Staff have considered Utah County's request, and see many benefits in completing both projects together.

INTERLOCAL COOPERATION AGREEMENT BETWEEN UTAH COUNTY AND LEHI CITY TO ADDRESS PROJECT MANAGEMENT AND FUNDING FOR THE UTAH LAKE TRAIL AND PONY EXPRESS PARKWAY PROJECTS

THIS INTERLOCAL COOPERATION AGREEMENT (the "AGREEMENT"), is made and entered into by and between Lehi City ("LEHI") 153 North 100 East, Lehi, Utah 84043 and Utah County ("COUNTY") 100 East Center Street, Provo, Utah 84606, both entities are political subdivisions of the State of Utah.

WITNESSETH:

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

WHEREAS, LEHI and COUNTY are local governmental units under the Interlocal Cooperation Act; and

WHEREAS, pursuant to the Act, the parties desire to work together through joint and cooperative action that will benefit the residents of LEHI and COUNTY; and

WHEREAS, LEHI and COUNTY desire to provide transportation facilities in Utah County for use by its residents and visitors; and

WHEREAS, COUNTY has secured funding to design and construct a non-motorized paved trail along Utah Lake; and LEHI has secured funding to design and construct a new roadway in the same location; and

WHEREAS, LEHI and COUNTY will mutually benefit from the trail and roadway systems; and

WHEREAS, LEHI will be the lead agency to administer the project and project funds;

NOW, THEREFORE, the parties do mutually agree, pursuant to the terms and provisions of the Act, as follows:

Section 1. PURPOSES

This Agreement has been established and entered into between LEHI and COUNTY to formally establish the lead agency for the Utah Lake Trail and Pony Express Parkway projects and define the financial obligations of each party.

Section 2. ADMINISTRATION OF AGREEMENT

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

Section 3. EFFECTIVE DATE; DURATION

This Agreement shall become effective and enter into force, within the meaning of the Interlocal Cooperation Act, upon the submission of this Agreement to, and the approval and execution hereof by Resolution of the governing bodies of the parties to this Agreement. The term of this Agreement shall be from the effective date hereof and extend for a term not to exceed 50 years from the date of this Agreement.

Section 4. PARTIES RESPONSIBILITIES

1. COUNTY shall:
    a. Pay all trail expenses for design, right-of-way, wetland mitigation, and construction, currently estimated at approximately $2,800,000 as outlined in Attachment A.
    b. Provide ancillary assistance to LEHI in designing and constructing the trail system, as needed.

2. LEHI shall:
    a. Pay all roadway expenses for design, right-of-way, wetland mitigation, and construction, currently estimated at approximately $12,683,700 as outlined in Attachment A, and per Agreement no. 2025-549 signed June 27, 2025 (“Attachment B”) .
    b. Be responsible for design, construction, contracts, invoicing, etc. associated with the trail improvements
    c. Allow portions of the trail to be located on LEHI property.

3. Shared and separate responsibilities
    a. If either party buys or sells personal or real property in furtherance of this Agreement, that purchasing party will retain responsibility for and control and ownership of the property.

Section 5. NO SEPARATE LEGAL ENTITY

LEHI and COUNTY do not contemplate nor intend to establish a separate legal or administrative entity under the terms of this Agreement.

Section 6. METHOD OF TERMINATION

This Agreement will automatically terminate at the end of its term herein, pursuant to the provisions of Section 3 of this Agreement. Prior to the automatic termination at the end of the term of this Agreement, any party to this Agreement may terminate the Agreement sixty (60) days after providing written notice of termination to the other parties. The parties of this Agreement agree to bring current, prior to termination, any financial obligation contained herein.

Section 7. INDEMNIFICATION

The parties to this Agreement are political subdivisions of the State of Utah. The parties agree to indemnify and hold harmless the other for damages, claims, suits, and actions arising out of the negligent errors or omissions of its own officials or employees in connection with this Agreement. It is expressly agreed that neither party waives any immunity, protection, or benefit of the Utah Governmental Immunity Act.

Section 8. FILING OF INTERLOCAL COOPERATION AGREEMENT

Executed copies of this Agreement shall be placed on file with the official keeper of records of LEHI and COUNTY, and shall remain on file for public inspection during the term of this Agreement.

Section 9. AMENDMENTS

This Agreement may not be amended, changed, modified or altered except by an instrument in writing which shall be: (a) approved by Resolution of the governing body of each of the parties, (b) executed by a duly authorized official of each of the parties, (c) submitted to and approved by an authorized attorney of each of the parties, and (d) filed in the official records of each party.

Section 10. GOVERNING LAW, JURISDICTION, AND VENUE

All questions with respect to the construction of this Agreement and all rights and liabilities of the parties shall be governed by the laws of the State of Utah. Jurisdiction and venue for the enforcement of this Agreement shall be found in the courts of Utah County, State of Utah.

(Signature Pages to Follow)

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed on the date listed above.

BOARD OF COUNTY COMMISSIONERS,
UTAH COUNTY, UTAH

_____
Sklyer Beltran, Chair

ATTEST:
AARON R. DAVIDSON
Utah County Clerk

By: _____
Deputy

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

By: _____
Deputy County Attorney

LEHI CITY
Authorized by Resolution No.
This ____ day of _____, 2026.

LEHI CITY
UTAH COUNTY, UTAH

_____
Mayor

ATTEST:

_____
City Recorder

REVIEWED AS TO FORM AND
COMPATIBILITY WITH APPLICABLE
LAW:

By: _____
City Attorney

Attachment A

Project Descriptions

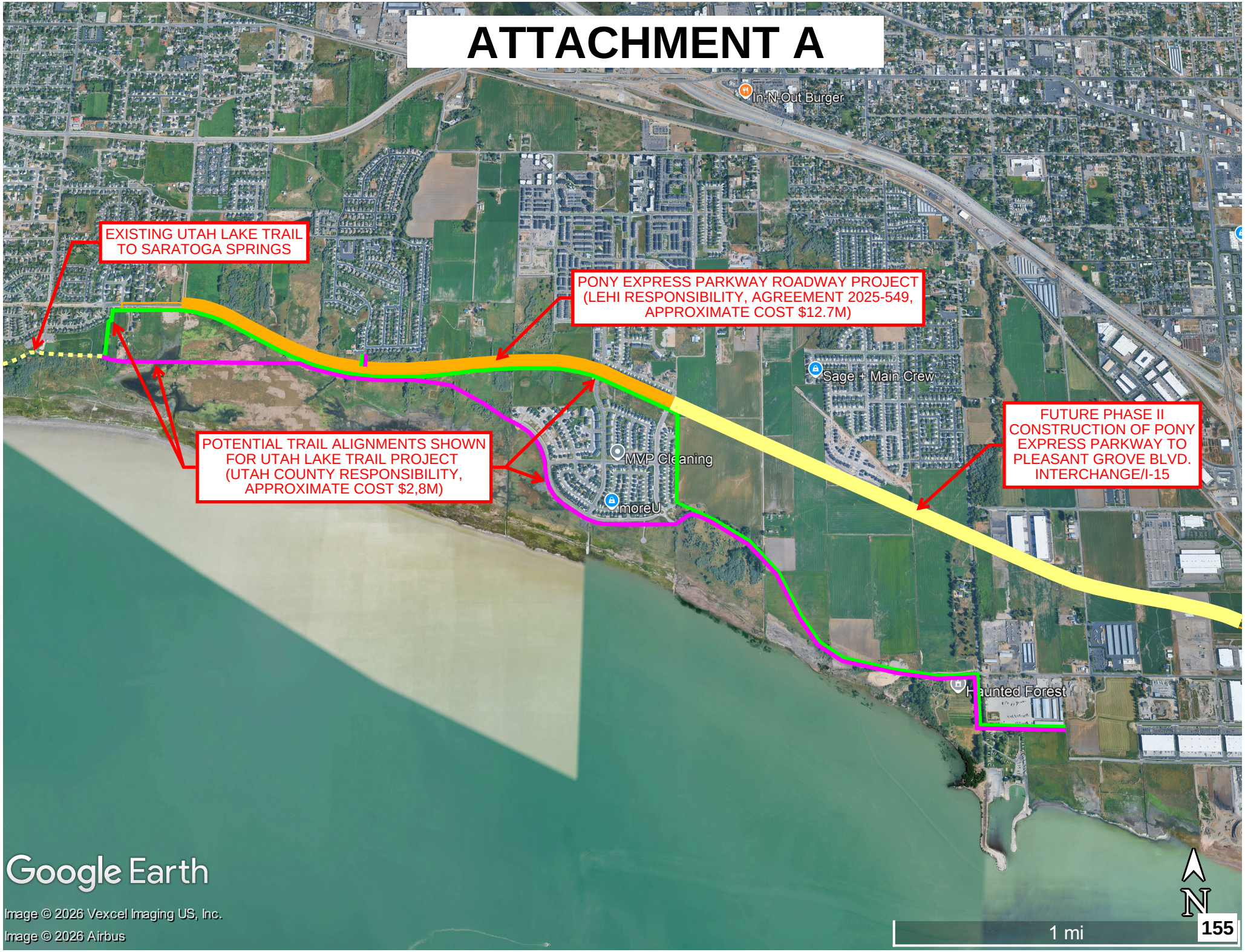
Pony Express Parkway Project (LEHI)

The Pony Express Parkway project includes, but is not limited to, a new roadway from Lehi Center Street to approximately 700 West, American Fork. This project includes the design, right of way acquisition for a future 5-lane roadway, construction of a 2-lane roadway, associated environmental delineations and mitigation, and other features appurtenant to the roadway.

Utah Lake Trail Project (COUNTY)

The Utah Lake Trail project includes, but is not limited to, a new twelve foot (12') paved trail from Lehi's North Shore Park to approximately 1100 West Lake Shore Drive, American Fork. This project includes the design, right of way acquisition, and construction of a 12' trail, associated environmental delineations and mitigation, and other features appurtenant to the trail.

ATTACHMENT A



Agreement No. 2025-549

INTER-LOCAL COOPERATION AGREEMENT
between
UTAH COUNTY and
LEHI CITY

For A Project Known As

Pony Express Parkway Extension, Lehi to AF

THIS AGREEMENT, made and entered into this 25 day of June 2025, by and between **UTAH COUNTY (Program Manager)**, a political subdivisionof the State of Utah, with principle offices located at 100 East Center ST, Suite 2300, Provo, Utah 84606 and **LEHI CITY (Project Sponsor)**, a political subdivision of the State of Utah, with principle offices located at 153 North 100 East, Lehi, UT 84043.

RECITALS:

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

WHEREAS, pursuant to Utah Code Ann. § 59-12-1903 (2008) (now Utah Code Ann. § 59-12-2218), the County adopted Ordinance No. 2008-26 to enact a sales and use tax ("3rd Quarter Tax") of 0.25% upon certain transactions described therein; and

WHEREAS, the Program Manager and the Project Sponsor desire to facilitate the construction of a roadway project known as **Pony Express Parkway Extension, Lehi to AF(Approved Project)** which consists of the roadway extension of Pony Express Parkway (Lehi 1900 South) from Center Street in Lehi to approximately 700 West in American Fork; and

WHEREAS, the Mountainland Metropolitan Planning Organization ("MPO") Regional Planning Committee determined that the Approved Project should receive a portion of the revenues

of the 3rd Quarter Tax not to exceed $1,000,000 in 2025 and $11,683,700 in 2027; and

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

NOW THEREFORE, in consideration of the covenants and agreements contained herein and other valuable consideration, the sufficiency of which is hereby acknowledged, the Program Manager and the Project Sponsor hereby agree as follows:

Section 1. PURPOSES.

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

Section 2. ADMINISTRATION OF AGREEMENT.

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

Section 3. MULTIPLE JURISDICTIONS.

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

Section 4. EFFECTIVE DATE; DURATION.

This Agreement shall become effective and shall enter into force within the meaning of the Interlocal Cooperation Act, upon the submission of this Agreement to, and the approval and

execution hereof by the governing bodies of the Program Manager and the Project Sponsor. The term of this Agreement shall be from the date of execution hereof until the terms and obligations identified herein are completed, but in no event, longer than 3 years from the execution date.

Section 5. NO SEPARATE LEGAL ENTITY.

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

Section 6. TERMS.

1) **Project Scope –** Roadway extension of Pony Express Parkway (Lehi 1900 South) from Center Street Lehi to approximately 700 West in American Fork. This roadway extension is expected to include one vehicular travel lane in each direction with some widening at each major intersection to accommodate turning movements.

2) **Project Initiation** - The Project Sponsor will designate a qualified project engineer from its staff or hire a project engineer from the Project Sponsors consultant pool or the prequalified UDOT pool, who will be responsible for project delivery. The designated project engineer will be responsible for the completion of the project.

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

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

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

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

(1) Kickoff Meeting,

(2) 30% Scope and Schedule Review,

(3) 60% On Site Plan Review, and

(4) 90% Plans, Specifications and Estimate.

d) **Final Design Approval** - Once project design is complete the Project Sponsor will review the final design with the Program Manager. Both parties shall agree that the project is ready for the construction phase.

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

f) **Procurement -** Advertising of the Approved Project will follow the Project Sponsors established procurement policies. All construction bids will include a 10% construction contingency. The Project Sponsor will provide a copy of the notice of award to the Program Manager.

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

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

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

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

8) **Total Project Cost** - Both the Program Manager and Project Sponsor acknowledge that the Approved Project has been authorized by the Mountainland MPO Regional Planning Committee (Utah County Commission must also approve if county funds are used) to be funded at an amount not to exceed $12,683,700.00 (Total Project Cost) for the direct costs of the Approved Project.

   a) **Matching Funds -** The Project Sponsor is required to pay a match or portion of the Total Project Cost. This amount is 6.77% of the Total Project Cost. The use of Project Sponsor equipment and/or Project Sponsor employee time for the project shall not be reimbursable, but can be claimed by the Project Sponsor as a soft match toward the required 6.77% matching funds required from the Project Sponsor. The Project Sponsor is required to pay the difference between the required match and the value of the soft match, if any. Soft match being used as the required match for this project will be submitted to Program Manager as it comes available, and may include the following items:
      i) Property or Public Utility Easements (PUE's) dedicated to Lehi City or American Fork Cities within the project corridor after September 01, 2022
      ii) Pavement improvements constructed within the project corridor after September 01, 2022.
      iii) Preliminary Engineering, environmental, property acquisition or survey design costs related to the Approved Project that are expended after September 01, 2022.

b) **Multi-Year Funding** - Some projects require funding across multiple fiscal years. Reimbursement for Approved Project activities can only be made up to the available amount identified in a single fiscal year. Any balance from a prior year where available funds have not been expended for the Approved Project are then advanced to the next fiscal year and are added to the funds available that fiscal year. Fiscal years for County Transportation Sales Tax Funds begin on January 1st. The Approved Project has been approved for $932,300.00 in 2025 and $10,892713.51 in 2027.

c) **Reimbursement** - The Project Sponsor, if desiring reimbursement for the direct costs of the Approved Project, will provide the Program Manager with quarterly or bi-annual itemized invoices detailing actual costs for the ROW acquisition, design, utility relocation, construction, or other approved elements of the project. Appropriate backup materials shall also be supplied. The Program Manager agrees to reimburse the Project Sponsor within 30 days of receiving acceptable itemized invoices establishing the validity of the direct costs of the Approved Project. The maximum amount of reimbursement from the Program Manager to the Project Sponsor shall not exceed $11,825,013.51 (Total Project Cost less Matching Funds). Any costs which exceed $11,825,013.51 shall be the sole responsibility of the Project Sponsor. The Program Manager will review and approve monthly each itemized invoice and will reimburse the total invoice amount less the required matching funds.

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

e) **Surplus Funds** - Any surplus funds remaining after the completion of the Approved Project will be returned to the Mountainland or Utah County fund balance to be reallocated to other projects selected through the MPO project selection process. Note that Mountainland and Utah County selects and funds projects, not sponsors. Surplus funds cannot be moved to a new project not already approved though the MPO project selection

process. Any surplus funds paid by the Project Sponsor shall be returned to the Project Sponsor.

9) **Ownership and Maintenance of Approved Project** - The Project Sponsor shall own and be responsible for maintenance, repair and replacement of the completed project.

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

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

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

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

Section 7. FILING OF INTERLOCAL COOPERATION AGREEMENT.

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

Section 8. AMENDMENTS.

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

2) **Change Orders** - Changes can occur throughout a project. Changes that are outside the scope

outlined in this contract must be amended as stated above. Minor changes and adjustments that fall within the original project scope can be addressed with a change order. A change order does not require amending this agreement. A change order is defined as that additional effort necessary by reason of changed conditions which are radical, unforeseen, and completely beyond the control of the Project Sponsor. The Project Sponsor shall create the change order and keep records of them. Any additional costs incurred can be covered by the construction contingency or by added local funding and should be addressed in the change order. If additional costs are more than the construction contingency and available local funds, the Project Sponsor shall contact the Program Manager to review funding options.

Section 9. EXTRA WORK

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

Section 10. SEVERABILITY.

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

Section 11. GOVERNING LAW.

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

Section 12. INDEMNIFICATION.

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

Section 13. ENTIRE AGREEMENT

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

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

UTAH COUNTY

Authorized and passed on this 25 day of June 2025,

Board of Commissioners
UTAH COUNTY, UTAH

DocuSigned by:
Brandon B. Gordon
FCC2EEE5B8EA4AD...
Brandon B. Gordon, Commission Chair

Signed by:

ATTEST:
Aaron R. Davidson
Utah County Clerk

Signed by:
Jolynn Clegg
9D992F0F35144C0...
Deputy Clerk

REVIEWED AS TO FORM AND
COMPATIBILITY WITH APPLICABLE LAW:
Jeff Gray
Utah County Attorney

By: DocuSigned by:
Katrina Cole
971CC48366E0441...
Deputy Utah County Attorney

LEHI CITY

Authorized by Resolution No. 2025-42
this 10 day of June 2025,

LEHI CITY
UTAH COUNTY, UTAH

Mark Johnson, Mayor

ATTEST:

City Recorder

CORPORATE SEAL OF LEHI CITY
STATE OF UTAH

REVIEWED AS TO FORM AND COMPATIBILITY WITH APPLICABLE LAW:

By: _____
City Attorney

Certificate Of Completion

Envelope Id: F33E3B18-3CB0-4E43-B282-109BF706B12B
Subject: Agreement 2025-549
Source Envelope:
Document Pages: 11
Certificate Pages: 5
AutoNav: Enabled
EnvelopeId Stamping: Disabled
Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Signatures: 3
Initials: 0
Stamps: 1

Status: Completed

Envelope Originator:
Utah County Deputy Clerk
100 East Center Street
Suite 3200
Provo, UT 84604
CommissionClerk@UtahCounty.gov
IP Address: 97.75.176.50

Record Tracking

Status: Original
6/27/2025 8:28:14 AM
Security Appliance Status: Connected
Storage Appliance Status: Connected

Holder: Utah County Deputy Clerk
CommissionClerk@UtahCounty.gov
Pool: StateLocal
Pool: Utah County Goverment

Location: DocuSign

Location: Docusign

Signer Events	Signature	Timestamp
Katrina Cole katrinac@utahcounty.gov Security Level: Email, Account Authentication (None)	DocuSigned by: Katrina Cole 971CC48366E0441 Signature Adoption: Pre-selected Style Using IP Address: 97.75.176.50	Sent: 6/27/2025 8:30:21 AM Viewed: 6/27/2025 9:41:46 AM Signed: 6/27/2025 9:41:51 AM
Electronic Record and Signature Disclosure: Accepted: 6/27/2025 9:41:46 AM ID: 5865fda2-4735-4bab-94da-f5b4437d00c4		
Brandon B. Gordon BrandonG@utahcounty.gov Security Level: Email, Account Authentication (None)	DocuSigned by: Brandon B. Gordon FCC2EEE5B3EA4AD Signature Adoption: Pre-selected Style Using IP Address: 2600:100e:b17a:cd25:20c6:ed41:e33a:7abc Signed using mobile	Sent: 6/27/2025 9:41:52 AM Viewed: 6/27/2025 12:21:42 PM Signed: 6/27/2025 12:21:48 PM
Electronic Record and Signature Disclosure: Accepted: 6/27/2025 12:21:42 PM ID: bea78253-b1a7-4ede-805d-c3e681a6010a		
Jolynn Clegg JolynnC@utahcounty.gov Senior Office Specialist Utah County Government Security Level: Email, Account Authentication (None)	Signed by: Jolynn Clegg 9D992F0F25144C0 Signature Adoption: Pre-selected Style Using IP Address: 97.75.176.50	Sent: 6/27/2025 12:21:49 PM Viewed: 6/27/2025 1:00:12 PM Signed: 6/27/2025 1:00:26 PM
Electronic Record and Signature Disclosure: Not Offered via Docusign		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	**Status**	**Timestamp**
Certified Delivery Events	**Status**	**Timestamp**
Carbon Copy Events	**Status**	**Timestamp**
Richard Nielson RichardJN@utahcounty.gov Public Works Director Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 6/27/2025 8:23:24 AM ID: b8e2e206-5f6b-4a00-af71-4ba501ae04ad	COPIED	Sent: 6/27/2025 1:00:27 PM
Gayla Quittner GaylaQ@utahcounty.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	COPIED	Sent: 6/27/2025 1:00:28 PM
Witness Events	**Signature**	**Timestamp**
Notary Events	**Signature**	**Timestamp**
Envelope Summary Events	**Status**	**Timestamps**
Envelope Sent	Hashed/Encrypted	6/27/2025 8:30:21 AM
Certified Delivered	Security Checked	6/27/2025 1:00:12 PM
Signing Complete	Security Checked	6/27/2025 1:00:26 PM
Completed	Security Checked	6/27/2025 1:00:28 PM
Payment Events	**Status**	**Timestamps**

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Utah County Goverment (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Utah County Goverment:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: CommissionClerk@UtahCounty.gov

To advise Utah County Goverment of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at CommissionClerk@UtahCounty.gov and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Utah County Goverment

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to CommissionClerk@UtahCounty.gov and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Utah County Goverment

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to CommissionClerk@UtahCounty.gov and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: https://support.docusign.com/guides/signer-guide-signing-system-requirements.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Utah County Goverment as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Utah County Goverment during the course of your relationship with Utah County Goverment.

Agenda Item No: 4

City Council Agenda Item Report

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

Subject:
Consideration of the Clark Meadows Subdivision Concept Plan, an 11-lot residential project located at 9227 W 7750 N (Approximately 1800 W 1300 S) with a request for an exception in the form of density in lieu to allow flexibility on setbacks.

Suggested Action:

Attachments:

Clark Meadows Subdivision

CLARK MEADOWS SUBDIVISION CONCEPT
CITY COUNCIL REPORT

Applicant	JDH Development		
Meeting Date	March 10, 2026		
Requested Action/Purpose	Final decision of a concept plan requesting an exception		
Location	9227 W 7750 N (Approximately 1800 W 1300 S)		
Project Area	7.2 acres		
Existing Zoning	Recently Annexed R-1-22		
General Plan Land Use Designation	VLDRA		
Adjacent Zoning and Land Use	*North*	R-1-22	LDS Church/Open Space
	South	N/A	Single family residential
	East	N/A	Single family residential
	West	R-1-22	South Creek Plat A Subdivision
Date of DRC Review	December 17, 2025		
Date of Planning Commission Review	January 8, 2025		
Assigned Planner	Jacob Curtis		

REQUIRED ACTION

Planning Commission	Review and recommendation
City Council	Final approval

APPLICABLE DEVELOPMENT CODE REGULATIONS

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

A. Accompanying the Table of Uses is a companion Table of Bulk and Intensity Requirements. The Table of Bulk and Intensity Requirements identifies the intensity, site development standards, site coverage standards, and other requirements for the uses allowed within each Zoning District.

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

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

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

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

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

Section 11.010. Concept Plan – Applicability:

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

PROPERTY HISTORY

May 27, 2025 The City Council approved the Clark Meadows Annexation with R-1-22 zoning.

REPORT ANALYSIS

The applicant requests approval of the Clark Meadows Subdivision Concept. This is a concept plan for an 11-lot single-family home subdivision. The property is zoned R-1-22 with a recently recorded annexation.

This concept plan is being reviewed by the City Council because the applicant is requesting an exception for density-in-lieu of reimbursement for developer provided open space and Dry Creek improvements. This additional density is requested in the form of flexibility in lot sizes and setbacks for a few of the lots. There is no increase in the allowed number of lots. The applicant justifies the request by noting their work with City Staff to provide open space and the trail easement with the subdivision. Because the City shows a trail connection through this property, the alternative to the proposed subdivision would be the City paying to acquire the property and install the trail. There is precedent for approving density in lieu of reimbursement in the area with the South Creek subdivision directly to the west. In that subdivision, four additional lots as well as reduced lot size and reduced frontages were granted for the improvements.

City Engineering and Planning Staff are comfortable with the proposed subdivision and density in lieu of reimbursement. The City Council will ultimately determine if the density in lieu in the form of flexibility on lot size and setbacks being requested is justified.

The applicant has submitted two concept plans per the requirements of Chapter 5 in the Development Code. The first concept shows the preferred layout of the subdivision. This shows 11 lots and the lots are between 15,797 square feet and 23,704 square feet. Chapter 5 allows subdivisions that are utilizing the density-in-lieu to have flexibility in lot sizes and frontages. The second concept plan meets the zoning requirements but does show the required trail connection. In either situation, the overall density of the subdivision is 1.52 units per acre which does not exceed the 1.75 units per acre that would be allowed in the R-1-22 zoning.

There were five redline comments from the DRC, including:

1. If this moves through concept, please provide landscaping and irrigation plan. Apply approved Lehi City irrigation details for landscaping design including WeatherTrak irrigation controller, power connection, strong box, etc.
2. The base density lots should not include the required land dedication (top of bank to top of bank) to Lehi City for Dry Creek

Please consider all DRC comments in your motion.

POSSIBLE MOTIONS AND FINDINGS

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

1. The proposed Concept is/is not consistent with the Lehi City Development Code

2. The proposed Concept does/does not conform to the goals and policies of the General Plan.
3. Other findings as determined by the public hearing.

PLANNING COMMISSION RECOMMENDATION

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

4.8) Public hearing and recommendation of JDH Development's request for review of the Clark Meadows Subdivision Concept Plan, an 11-lot residential project located at 9227 W 7750 N (Approximately 1800 W 1300 S) with a request for an exception in the form of density in lieu to allow flexibility on setbacks.

Brittney Harris presented the item. This is in the R-1-22 zone. The proposal includes dedicating the dry creek land to the city and installing the ten-foot trail that is on the General Plan. All the lots will be larger than 1/3 acre, even if most don't meet the 1/2 acre designated by the zone. The plan also provides some open space in lieu. There is another property nearby that made a similar deal for density in lieu, so there is precedent.

Commissioner Roberts asked about the other surrounding properties. Most of the land surrounding the development is large lots that haven't yet been subdivided.

Commissioner Gehman asked why lot 3 was colored differently than the others. It has an existing home on it.

Commissioner Eyre asked how many lots would be allowed if the city didn't approve the exception. The developer would still be able to develop 11 lots, they would just be slightly bigger, and the city would have to buy back the dry creek land and install the trail itself.

The applicant, Austin Cooper, was present. He explained that he picked up this project from a previous developer

Commissioner Eyre opened public comment.

Annette Gong lives to the North of the property. She wants to know who will be in charge of owning and maintaining the open space. She doesn't think another park is needed in the area, especially if it reduces the size of lots. She is concerned about animal rights and the historic character of the property. She doesn't think the tradeoff is appropriate, and would prefer if Lehi developed into a destination town. She also had questions about the preexisting home on lot 3.

Warren Johnson liked the original plan better than the plan presented tonight. He is worried about putting small lots on the roadside, and much prefers the three large lots in the previous plan. He urged the Planning Commission to follow the General Plan. He is also in favor of developing downtown Lehi to be a destination town.

Andrew Ward lives on the northwest border of the development. He thinks that the zoning should match the General Plan. He worries that continually making these concessions will essentially change the zone. He wants to know why the developer is insisting on eleven lots rather than planning nine and making the ditch and trail improvements. He was adamant that developers follow city code. He also shared that he thinks the open space is unnecessary. He has traffic concerns about speeding in the area.

Brittney Harris shared the online comments.

Stephanie ward is against the project.

Natalie Crump is against flexible easements.

Brian Morgan is in favor of the development, and wants to require the developer to put in sidewalks.

Justin Crump is against the project.

Andrew Ward thinks that only the 10 lots allowed in the General Plan should be allowed to develop.

Commissioner Eyre closed public comment.

Cooper returned to the stand to address public concerns. He explained that the existing home will remain standing and in the possession of its current owner. He explained that the annexation was done by a previous company. He would be happy to make eleven lots that follow code if that's what the city prefers.

Commissioner Kunze asked if the high water table in the area was a concern. They are planning on raising ground to need, but no issues or impact on the homes is foreseen.

Commissioner Roberts asked who would maintain the open space. It will be deeded to the city.

Commissioner Kunze asked about the possibility of installing a sidewalk on 1300. It is a part of development that will required by code.

Commissioner Roberts asked if any plans with fewer lots had been seen by the applicant. Cooper has not. Additionally, no previous concept plans were submitted to the city.

Commissioner Eyre asked about the alternative base layout where all lots reached the required 1/2 acre. Harris explained that the trail and ditch improvements will need to be done either way. If the city doesn't offer density in lieu, it will be responsible for purchasing the land and installing the improvements itself. Commissioner Jones asked what the ballpark cost of this would be. Gary Ellis estimated a cost of about $300,000 if the city did the improvements.

Commissioner Eyre explained for the gathered public that the Planning Commission is a recommending body, and that this item will be taken to the City Council in a future meeting. He also explained the differences between a concept plan and a site plan.

Commissioner Eyre shared that he struggles with taking away animal rights, especially for properties that historically has allowed them. He acknowledges that animal rights are less in demand as time goes on, but he is still uncomfortable with getting rid of those opportunities. He shared that historically this is a common type of agreement the city makes to utilize infrastructure benefits that would otherwise be more expensive for the city to develop.

Commissioner Jones discussed the tradeoffs between the two plans presented. His main conflict is over whether the city should offer density in lieu or take on the trail and ditch improvements itself.

Commissioner Roberts shared his positive feelings about the trails networks. He doesn't like the change in lot size, but acknowledged that the lots would match the surrounding development.

Motion: Commissioner Jones moved to give a positive recommendation with the findings that the proposed concept does conform to the goals and policies of the General Plan. He included all DRC comments. Commissioner Roberts seconded.

Vote: Commissioner Gehman, yes. Commissioner Jones, yes. Commissioner Eyre, no. Commissioner Kunze, yes. Commissioner Roberts, yes.

Motion passed with four in favor and one against.

Clark Meadows Subdivision Concept Plan
DRC Redline Comments

JDH Development- requests review of a concept for the Clark Meadows Subdivision, a 12-lot residential project located at 9227 W 7750 N. (Approximately 1800 W 1300 S)

DRC Members Present: Glade Kirkham, Garion Rowett, Ryan Allred, Shelbey Brewer, Kim Struthers, Gary Smith, Gary Ellis, James Farnsworth, Luke Seegmiller, Brad Wilbur
Assigned Planner: Jacob Curtis
Representatives of the Applicant Present: Austin Cooper and Chad Garner
Date of Plans Reviewed: 12/09/25
Time Start: 2:50 pm
Time End: 2:53 pm

DRC REDLINE COMMENTS:
Glade – Power:
1. A RMP asset transfer/purchase required for this project. The developer will be bonded for this cost. Developer responsible for any RMP relocates.
2. Provide, show and label a 10' minimum Power easement at all road frontages, including Parcel A.

Brad – Fiber: No comments
Garion – Fire: No comments
Ryan – Water/Sewer: No comments
James – Parks:
3. If this moves through concept, please provide landscaping and irrigation plan. Apply approved Lehi City irrigation details for landscaping design including WeatherTrak irrigation controller, power connection, strong box, etc.

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

Shelbey – Public Works: No comments.
Gary E. – Engineering:
5. The base density lots should not include the required land dedication (top of bank to top of bank) to Lehi City for Dry Creek

Luke – Traffic: No comments
Kim – Planning: No comments

DRC GENERAL COMMENTS:
1. The concept plan shall not constitute a development permit. (Does not vest).
2. At final design, show details on trail and ensure there is proper spacing from the top edge of the canal - a minimum 2' spacing, but 5' is preferred.

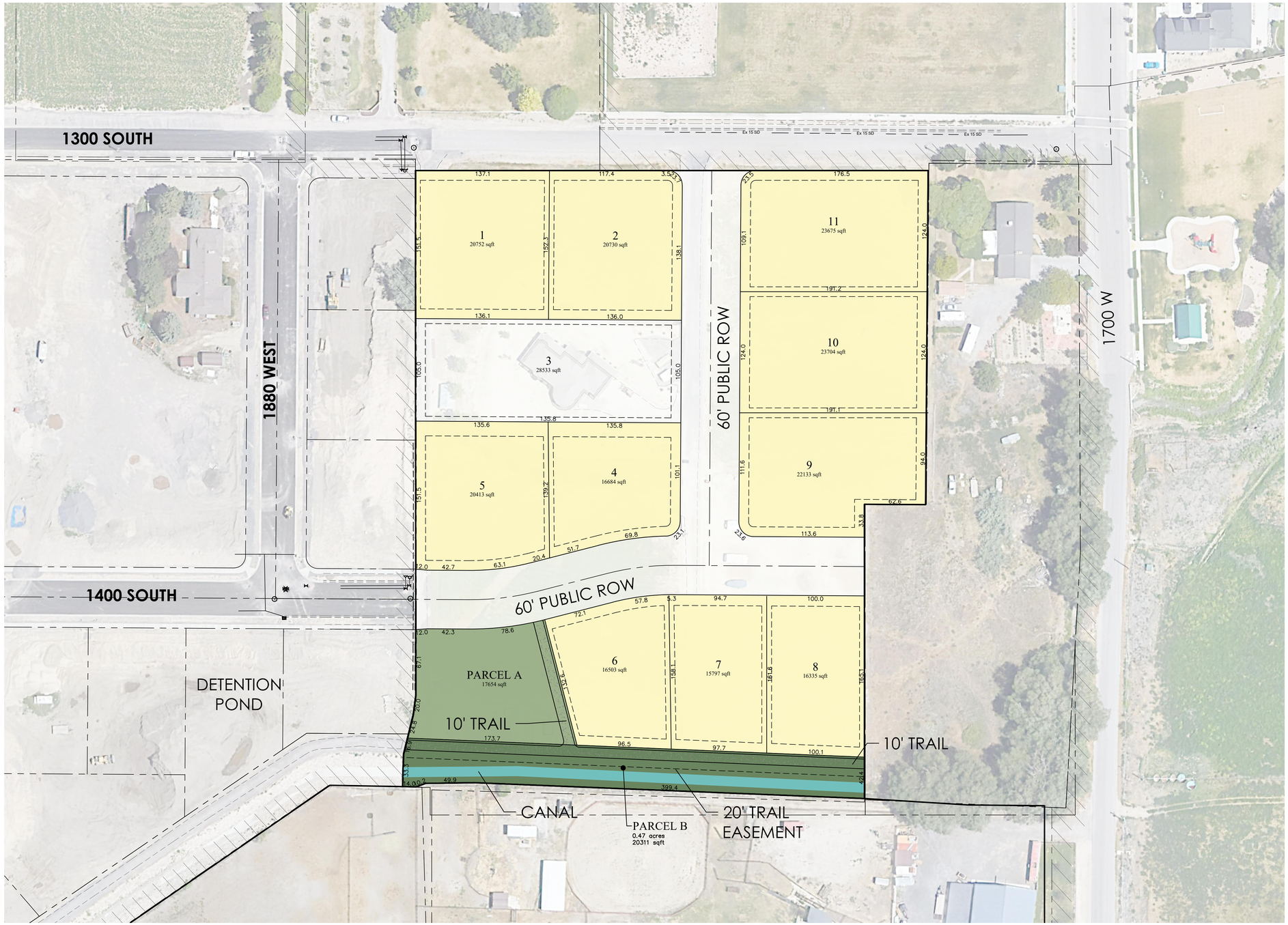
THIS ITEM IS REQUESTING AN EXCEPTION FOR THE DENSITY IN LIEU.
(An exception requires stamped addressed envelopes for public noticing if the project proceeds to Planning Commission)

THIS ITEM WILL BE SCHEDULED FOR PLANNING COMMISSION ON JANUARY 8, 2026.

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

Project 3 – Clark Meadows

A proposed 12-lot single-family residential subdivision. The subdivision will include internal streets, utilities, sidewalks, and landscaped frontage improvements. The development will also provide a pedestrian connection to the existing walking trail located along the south side of the project, enhancing neighborhood connectivity and recreational access. Residential homes are anticipated to utilize typical single-family construction materials such as wood framing, masonry accents, cementitious siding, and asphalt shingle roofing (final materials to be determined by individual builders).



CONCEPT TABULATIONS

TOTAL ACREAGE	±7.2 ACRES
LOT/UNIT COUNT	**11**
TOTAL DENSITY	1.52 UNITS/ACRE

ZONE & LOT REQUIREMENTS

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

CITY STANDARDS

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

N

S

GRAPHIC SCALE

50 0 25 50 100 200

(IN FEET)
1 inch = 50 ft.

Proposed Layout

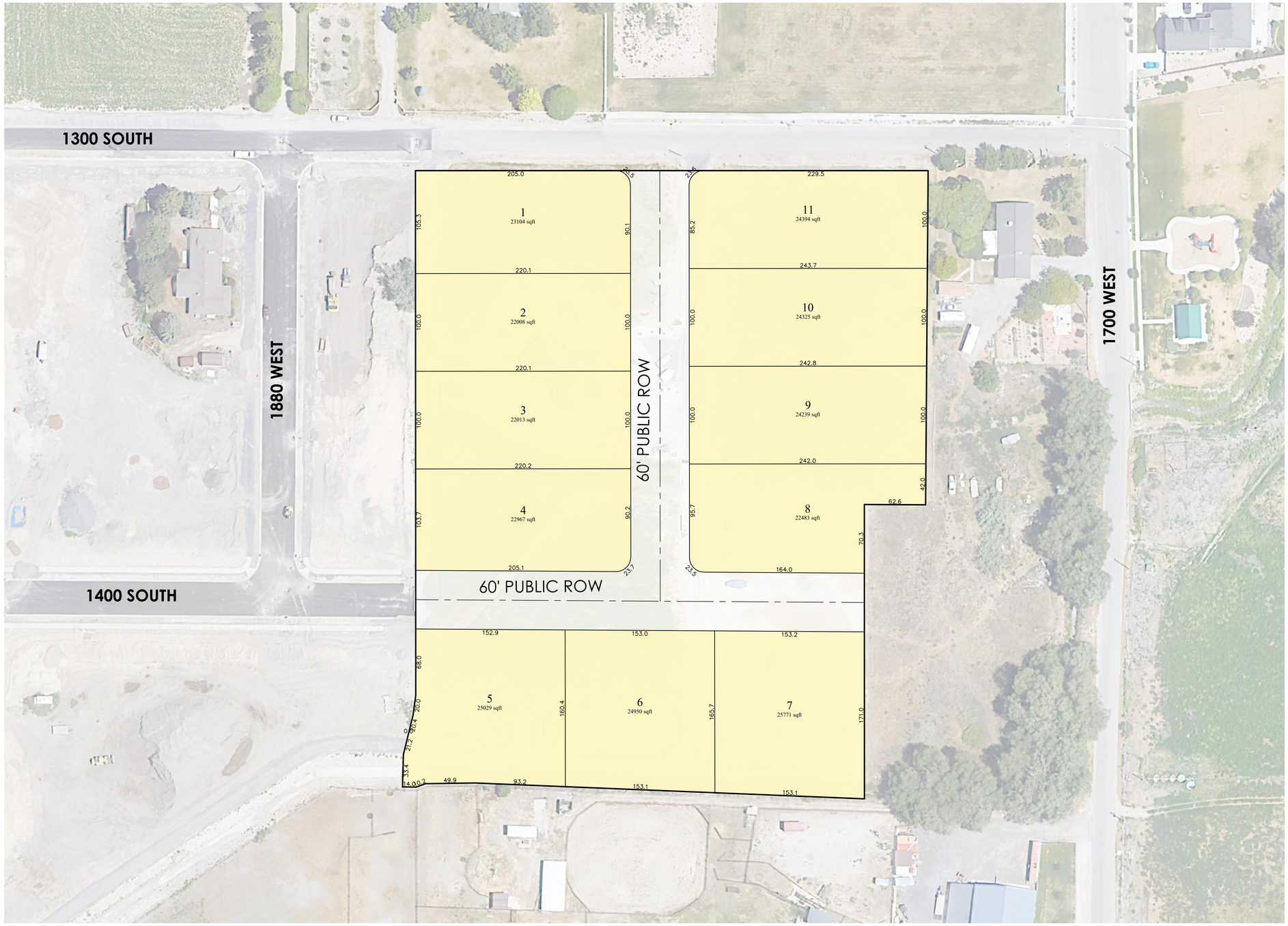
CLARK MEADOWS concept G

LEHI, UTAH COUNTY
12/9/2025
23-0181

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

FOCUS ENGINEERING AND SURVEYING, LLC

Z:_2023\23-0181 Split Ranch & Clark Properties\design 23-0181\dwg\concepts\23-0181 Concept G.dwg



CONCEPT TABULATIONS

TOTAL ACREAGE	±7.2 ACRES
LOT/UNIT COUNT	**11**
TOTAL DENSITY	1.53 UNITS/ACRE

ZONE & LOT REQUIREMENTS

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

CITY STANDARDS

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

N

S

GRAPHIC SCALE

50 0 25 50 100 200

(IN FEET)
1 inch = 50 ft.

Base Layout

CLARK MEADOWS yield plan

LEHI, UTAH COUNTY
12/9/2025
23-0181

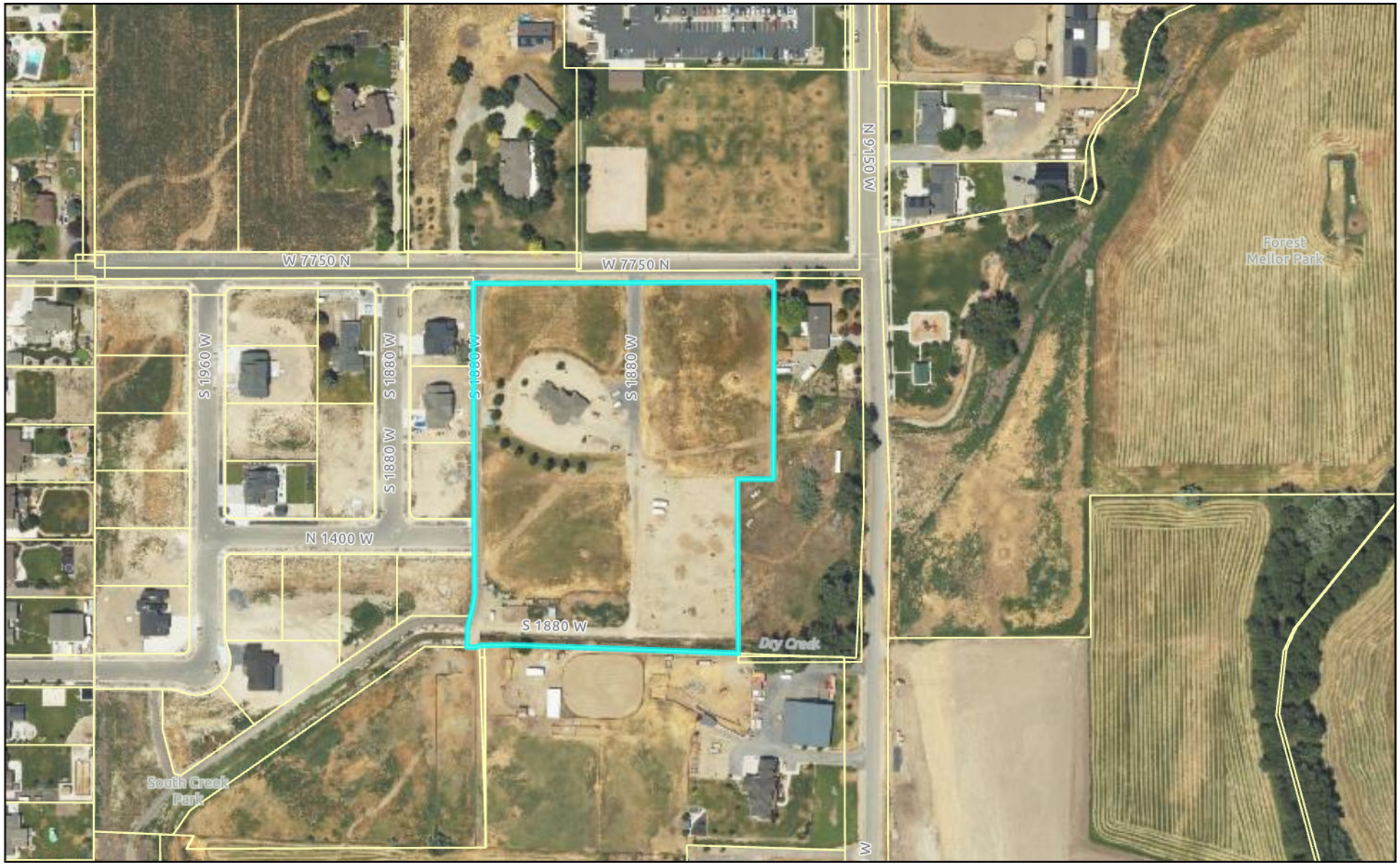
Note: This plan is for illustrative purposes. Boundaries may be based on information obtained through public data and we can't confirm it's accuracy. It is recommended that a boundary survey be performed to determine actual boundary size and dimensions as well as other potential boundary conflicts.

FOCUS ENGINEERING AND SURVEYING, LLC

Z:_2023\23-0181 Split Ranch & Clark Properties\design 23-0181\dwg\concept\23-0181 Yield Plan.dwg

Clark Meadows Subdivision Concept

Aerial

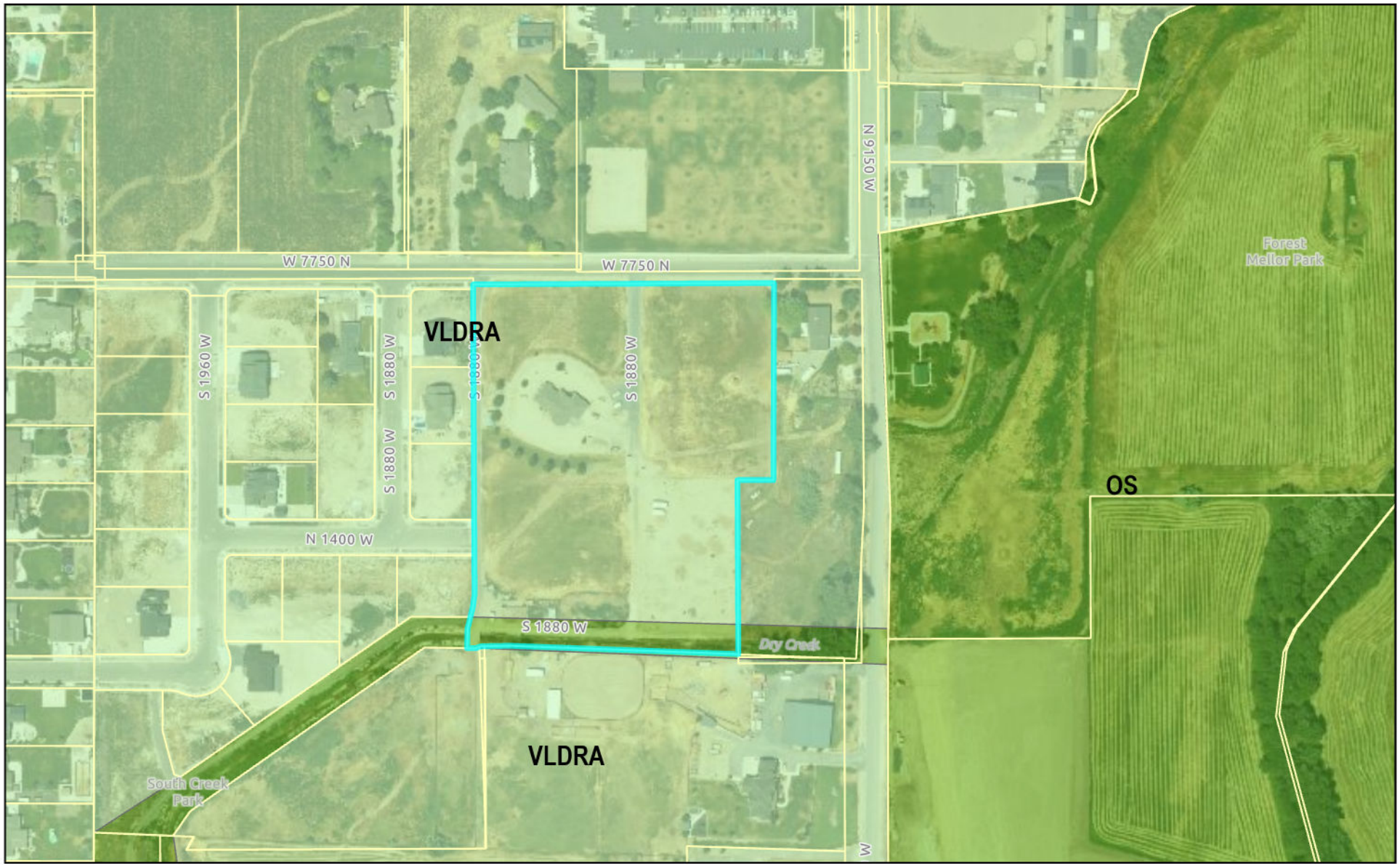


0 310 620 1,240 Feet

LEHI CITY

Clark Meadows Subdivision Concept

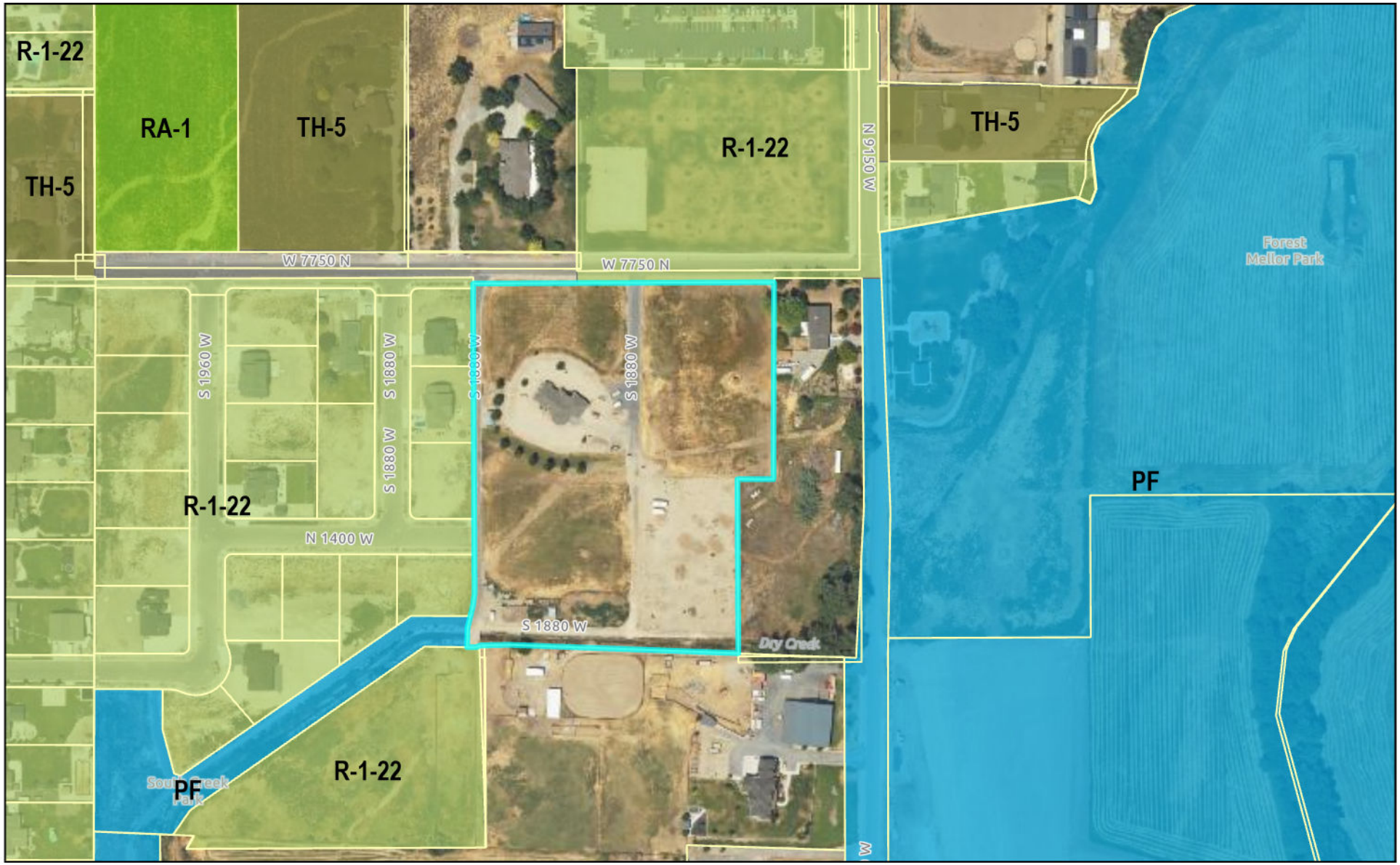
General Plan



LEHI CITY

Clark Meadows Subdivision Concept

Zoning



0 310 620 1,240 Feet

LEHI CITY

Agenda Item No: 9

City Council Agenda Item Report

Meeting Date: March 10, 2026
Submitted By: Katie Bussell
Submitting Department: Planning Division
Item Type: Resolution
Agenda Section: Regular Agenda

Subject:
Consideration of Resolution #2026-09, intending to annex the Slay Holdings Annexation, 4 acres of property located at approximately 2300 West 300 South.

Suggested Action:

Attachments:

Res 2026-09

Slay Holdings Annexation Intent

RESOLUTION NO: 2026-09

RESOLUTION OF INTENT OF LEHI CITY COUNCIL TO ANNEX REAL PROPERTY ("SLAY HOLDINGS" ANNEXATION)

WHEREAS, the Lehi City Council has determined that a certain parcel of real property described in Exhibit A constitutes a portion of land contiguous to Lehi City Corporation and should be annexed to Lehi City Corporation; and

WHEREAS, the area to be annexed consists of one or more unincorporated islands or unincorporated peninsulas contiguous to the municipality, each of which has fewer than 800 residents; and

WHEREAS, Lehi City Corporation can provided one or more municipal-type services to the area; and

NOW THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. Pursuant to the provision of Section 10-2-418 of the Utah Code, the Lehi City Council hereby intends to annex the parcels of real property owned by Slay Holdings, LLC, consisting of approximately 4.0 acres, and further described by Attachment "A".

2. Staff is directed to publish notice of this proposed annexation in a newspaper of general circulation within Lehi City, once a week for three successive weeks. Said notice shall comply with the requirements of Section 10-2-418(2)(b) of the Utah Code.

3. This Resolution shall be effective upon the date of its adoption.

PASSED AND APPROVED by the City Council of Lehi City, Utah this 10th day of March, 2026.

ATTEST

_____ _____

Paul Binns, Mayor Teisha Wilson, City Recorder

State of Utah
County of Utah

Subscribed and sworn/affirmed before me by

_____
Name of Person

This ___ day of _____ _____
Month Year

By_____
Notary Public

Exhibit A

NOTICE OF INTENT TO ANNEX REAL PROPERTY

Notice is hereby given that Lehi City Corporation has adopted a resolution indicating its intent to annex real property owned by Slay Holdings, LLC, located at approximately 2300 West 300 South, Lehi, Utah, consisting of approximately 4 acres, and further described as follows:

Legal Description:

ANNEXATION DESCRIPTION

Beginning at a point on West line of Kolan Annexation which is North 00°09'44" West 65.62 feet along the section line and East 248.26 feet from West Quarter Corner of Section 18, Township 5 South, Range 1 East, Salt Lake Base and Meridian: thence South 00°38'55" West 277.09 feet along Kolan Annexation; thence along Warranty Deed 49956:1978 the following two courses 1) South 85°35'56" West 42.61 feet; 2) North 89°38'56" West 620.43 feet; thence North 00°14'38" East 245.79 feet along Lehi West Annexation; thence North 87°21'07" East 665.71 feet along General Warranty Deed Entry No. 58658:2025 to the point of beginning.

A public hearing has been scheduled before the Lehi City Council on the 10th day of March 2026, at 7 p.m. for the purpose of receiving public comment.

The Lehi City Council will annex the above-described parcels unless, at or before the public hearing, written protests to the annexation are filed by the owners of real property located within the area proposed for annexation covering a majority of the total private land area within the entire area proposed for annexation and also is equal to at least ½ the value of all private real property within the entire area proposed for annexation.

SLAY HOLDINGS ANNEXATION
CITY COUNCIL REPORT

Applicant	Slay Holdings, LLC		
Meeting Date	March 10, 2026		
Requested Action/Purpose	Acceptance of a resolution of intent to annex		
Location	Approximately 2300 West 300 South		
Requested Zoning	R-1-Flex		
General Plan Land Use Designation	Low-Density Residential		
Acreage	4.00 acres		
Existing Land Use	Vacant		
Adjacent Zoning and Land Use	*North*	County island	Single-family residential
	South	County island	Utah Power and Light
	East	Planned Community	Single-family residential
	West	R-1-15	Single-family residential
Assigned Planner	Katie Bussell		

REQUIRED ACTION

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

REPORT ANALYSIS

The applicant requests approval of the resolution of intent to annex property located at approximately 2300 West 300 South with proposed R-1-Flex zoning. The R-1-Flex zoning designation matches the General Plan Designation of Low-Density Residential. This annexation is being completed by resolution because the property is part of an existing County island.

The resolution of intent is the first step in the process of annexing. If approved, the annexation will go to the Planning Commission for review and recommendation on the zoning. The final public hearing and consideration will take place at the final City Council meeting.

The DRC reviewed the proposed annexation and had three redline comments relating to some ways to clean up the plat. The comments were informative to the applicant. Please consider all DRC comments in your motion.

POSSIBLE MOTIONS AND FINDINGS

The City Council may move to accept or deny the resolution of intent to annex. Any motion should include findings. Possible findings include:

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

Slay Holdings Annexation
DRC Redline Comments

Trane- requests review of the Slay Holdings Annexation, 4 acres of property located at approximately 2300 West 300 South with R-1-Flex zoning. NEED ENVELOPES

DRC Members Present: Glade Kirkham, Garion Rowett, Ryan Allred, Shelbey Brewer, Kim Struthers, Gary Smith, Gary Ellis, James Farnsworth, Luke Seegmiller
Representatives of the Applicant Present: Tony Trane
Assigned Planner: Katie Bussell
Date of Plans Reviewed: 02/03/26
Time Start: 3:00 PM
Time End: 3:10 pm

DRC REPORT:

1. **Critical Issues:**

2. **Location of existing and proposed City facilities:**
    a. 2300 W for City facilities

3. **Zoning required or recommended**
    a. R-1-Flex meets General Plan Designation of LDR

4. **Distances to schools/parks/shopping**
    a. Willow Creek Junior High
    b. Snow Springs Elementary
    c. Lehi High

5. **Transportation**
    a. 2300 W is an arterial
    b. Current funding through MAG to complete widening of 2300 W
    c. Planned signal at 2300 W and Grey's Drive
    d. Grey's Drive will be require to connect to future Auburn Springs subdivision

DRC REDLINE COMMENTS:
Glade – Power: No comments.
Brad – Fiber: No comments.
Garion – Fire: No comments.
Ryan – Water/Sewer: No comments.
James – Parks:
A. Just a quick note-a future master planned trial will cross through this property.
Gary S. – Building/Inspections: No comments.
Shelbey – Public Works: No comments.
Gary E. – Engineering: No comments.
Luke – Traffic: No comments.
Kim – Planning:
1. Use standard plat template.
2. Clearly show existing Lehi City Boundaries. Usually a hatched line or something could help with that.
3. Indicate proposed zoning on the annexation plat.
4. General comments:
    a. A Mylar copy of the annexation plat is required prior to scheduling the annexation for final City Council approval.

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.

b. An annexation agreement will be required as part of the annexation process. The applicant is responsible to request a copy of the draft agreement prior to the final City Council meeting.
c. As a condition of recording the annexation plat, the applicant will need to provide water dedication per Chapter 27 of the Development Code. The rate for the R-1-Flex Zone is 1.58 acre feet per acre of culinary water and 2.11 acre feet per acre of irrigation water.

DRC GENERAL COMMENTS:

THIS ITEM WILL BE SCHEUDLED FOR CITY COUNCIL ON MARCH 10TH.
NEED ENVELOPES
(PLANNING STAFF - REMEMBER TO SEND AN ELECTRONIC COPY OF THE ANNEXATION PLAT TO THE COUNTY SURVEYOR'S OFFICE FOR THEIR "PRE CHECK" AND REMEMBER TO CHECK NAME ON ANNEXATION PLAT THAT IT STAYS THE SAME THROUGHOUT THE PROCESS AND ON ALL LEGAL DOCUMENTS)

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

Narrative

Lehi City
Attn: City Council and Staff

Subject: Slay Holdings LLC Annexation

The property owner of approximately 4.0 acres located at 300 South 2300 West desires to annex into Lehi City. This annexation is requesting to be annexed under the R1-Flex zoning. We feel this is an appropriate request based on the criteria below:

(a) In general, what is the topography, vegetation, and other natural features present on the property proposed to be annexed? Flat Farm Land with a power line corridor through the property.

(b) What is the existing land use(s) of the property proposed for annexation and those requested by the owners? Existing Open Field proposed to be single family with open space along the power corridor.

(c) What is the current and potential (if the property were developed) population and residential density of the proposed area? The intent would be to create buildable lots in the area of the annexation. With 4 acres, the maximum would be 14 lots however there is a power transmission line going through the property which would need to be worked around as part of the project

(d) How will the proposed annexation comply with and achieve Lehi City's land use(s), goals and policies outlined in the Lehi City General Plan? The request is in line with the land use goals of this area. A residential use with some open space and trail space is the general plan for the area.

(e) What are the current and potential (if the property were developed) demands for City provided facilities and services to the area proposed for annexation, including culinary water, irrigation water, wastewater,transportation facilities, drainage, fire protection, solid waste, parks and recreation, and police protection? The utilities are located in the area and with development happening to the west, this annexation would be helpful on connecting utilities and roadways.

(f) Are the water rights necessary for annexation, found in Section 27-040 of the Lehi Development Code available for dedication to Lehi City upon annexation? The owner is planning to purchase water for the water rights requirement with the city that are anticipated to be used with this annexation.

Thank you for your consideration of this matter.

SLAY HOLDINGS ANNEXATION

LOCATED IN THE WEST HALF OF SECTION 18, TOWNSHIP 5 SOUTH, RANGE 1 EAST AND THE EAST HALF OF SECTION 13, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN

LEGEND

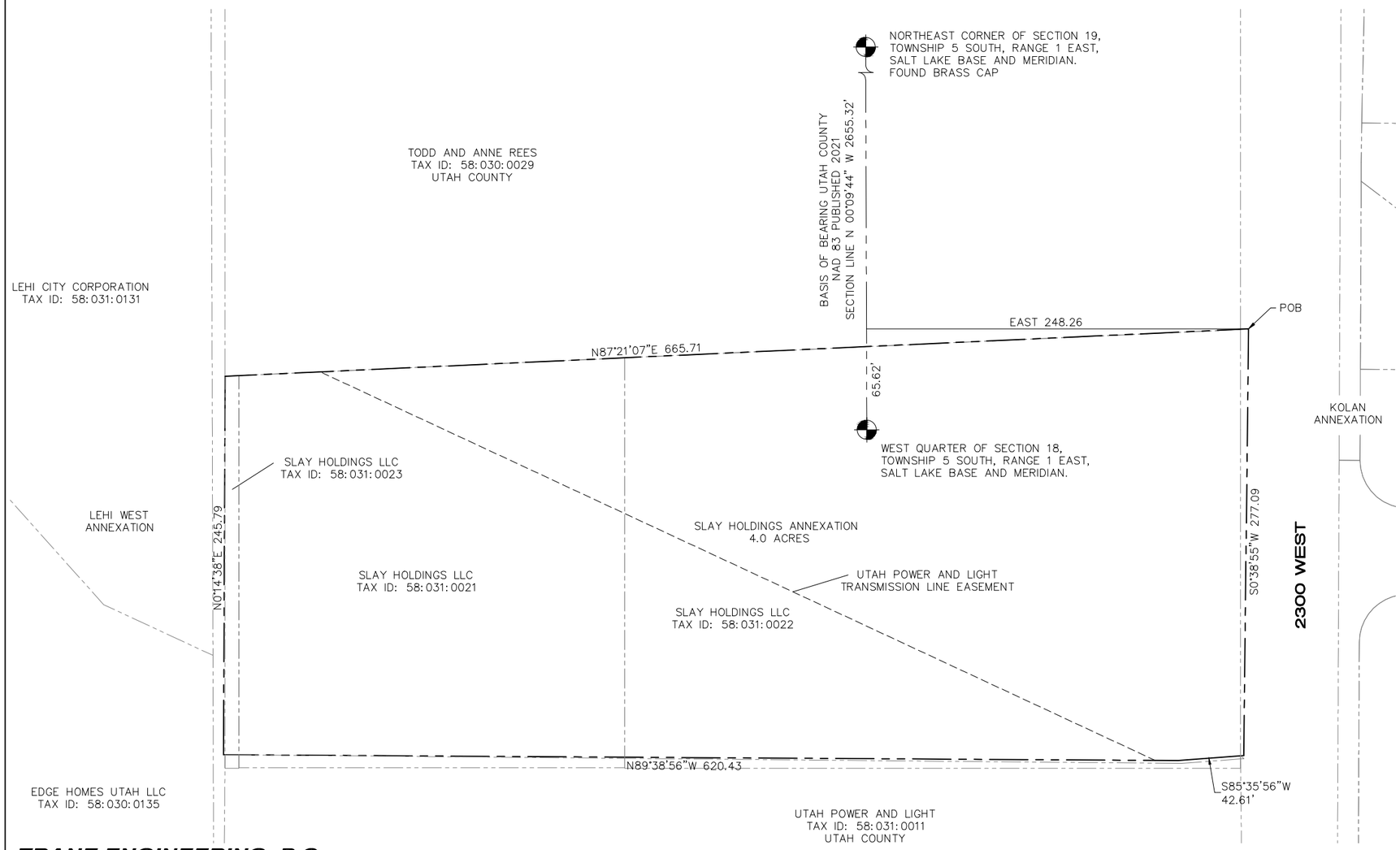
- SECTION CORNER
- SECTION LINE
- ANNEXATION BOUNDARY
- EXISTING PARCELS

0 60 120 180

SCALE: 1" = 60'



VICINITY MAP



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

SURVEYOR'S CERTIFICATE

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

ANNEXATION DESCRIPTION

Beginning at a point on West line of Kolan Annexation which is North 00°09'44" West 65.62 feet along the section line and East 248.26 feet from West Quarter Corner of Section 18, Township 5 South, Range 1 East, Salt Lake Base and Meridian: thence South 00°38'55" West 277.09 feet along Kolan Annexation; thence along Warranty Deed 49956:1978 the following two courses 1) South 85°35'56" West 42.61 feet; 2) North 89°38'56" West 620.43 feet; thence North 00°14'38" East 245.79 feet along Lehi West Annexation; thence North 87°21'07" East 665.71 feet along General Warranty Deed Entry No. 58658:2025 to the point of beginning.

SURVEYOR

DATE

SURVEYOR'S SEAL

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

COUNTY SURVEYOR

DATE

COUNTY SURVEYOR'S SEAL

ACCEPTANCE BY LEGISLATIVE BODY

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

DATED THIS _____ DAY OF _____, 2021.

Mayor

Council Member

Council Member

Council Member

Council Member

Council Member

Council Member

City Recorder

RECORDER'S SEAL

FINAL LOCAL ENTITY PLAT

SLAY HOLDINGS ANNEXATION

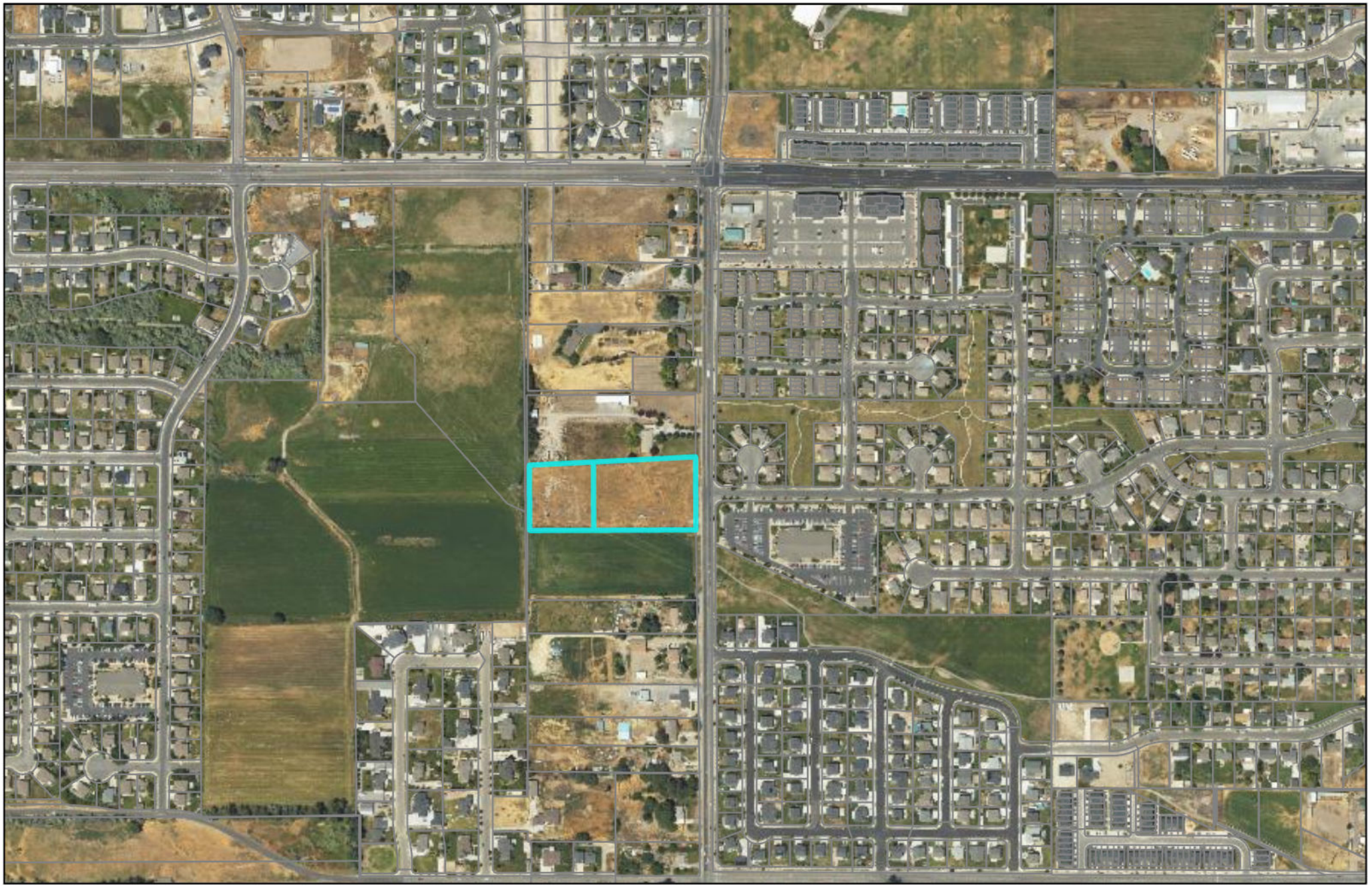
LEHI CITY, UTAH COUNTY, UTAH

SCALE 1" = 40 FEET

RECORDING INFORMATION

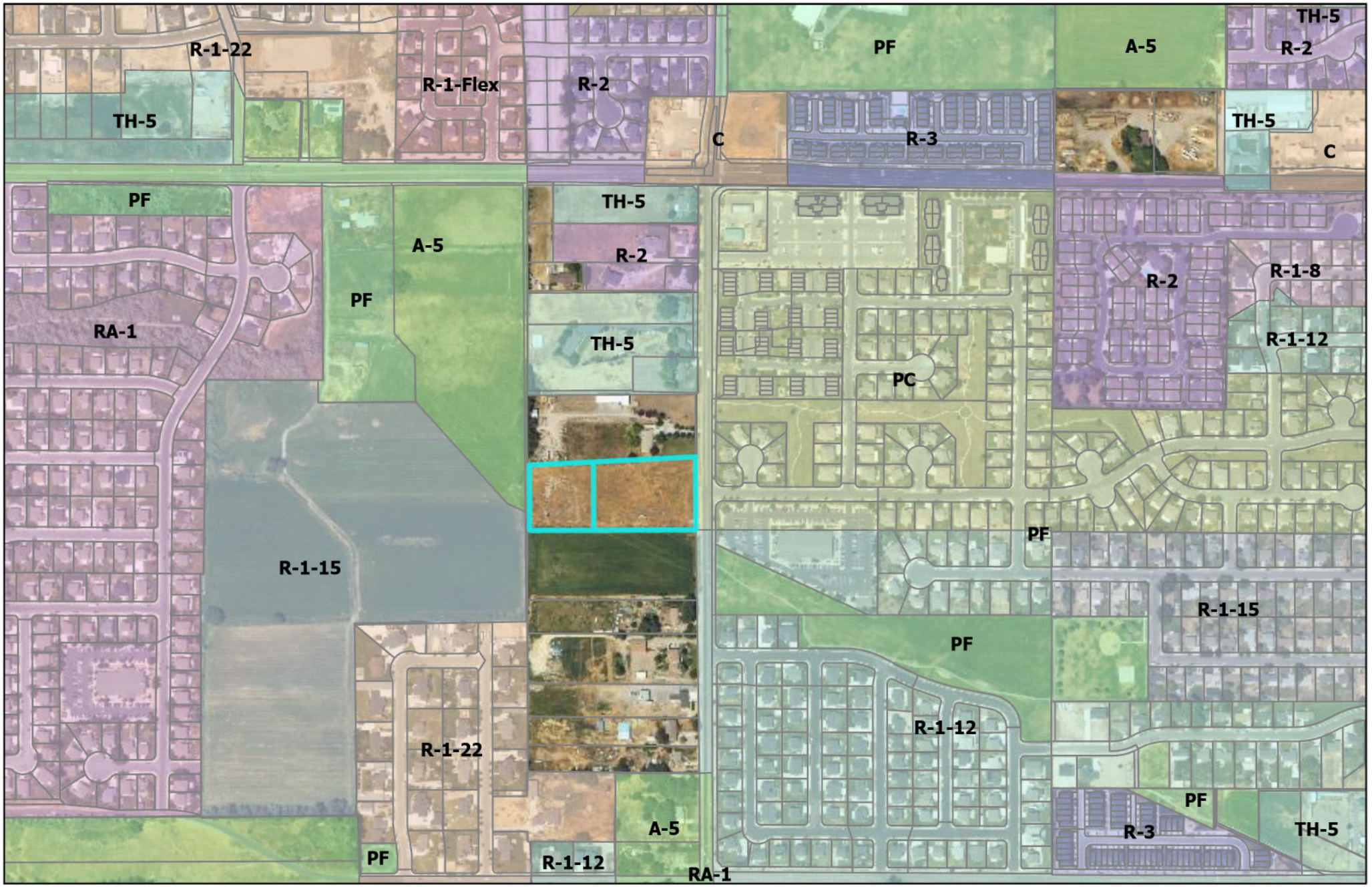
Slay Holdings Annexation

Aerial Map



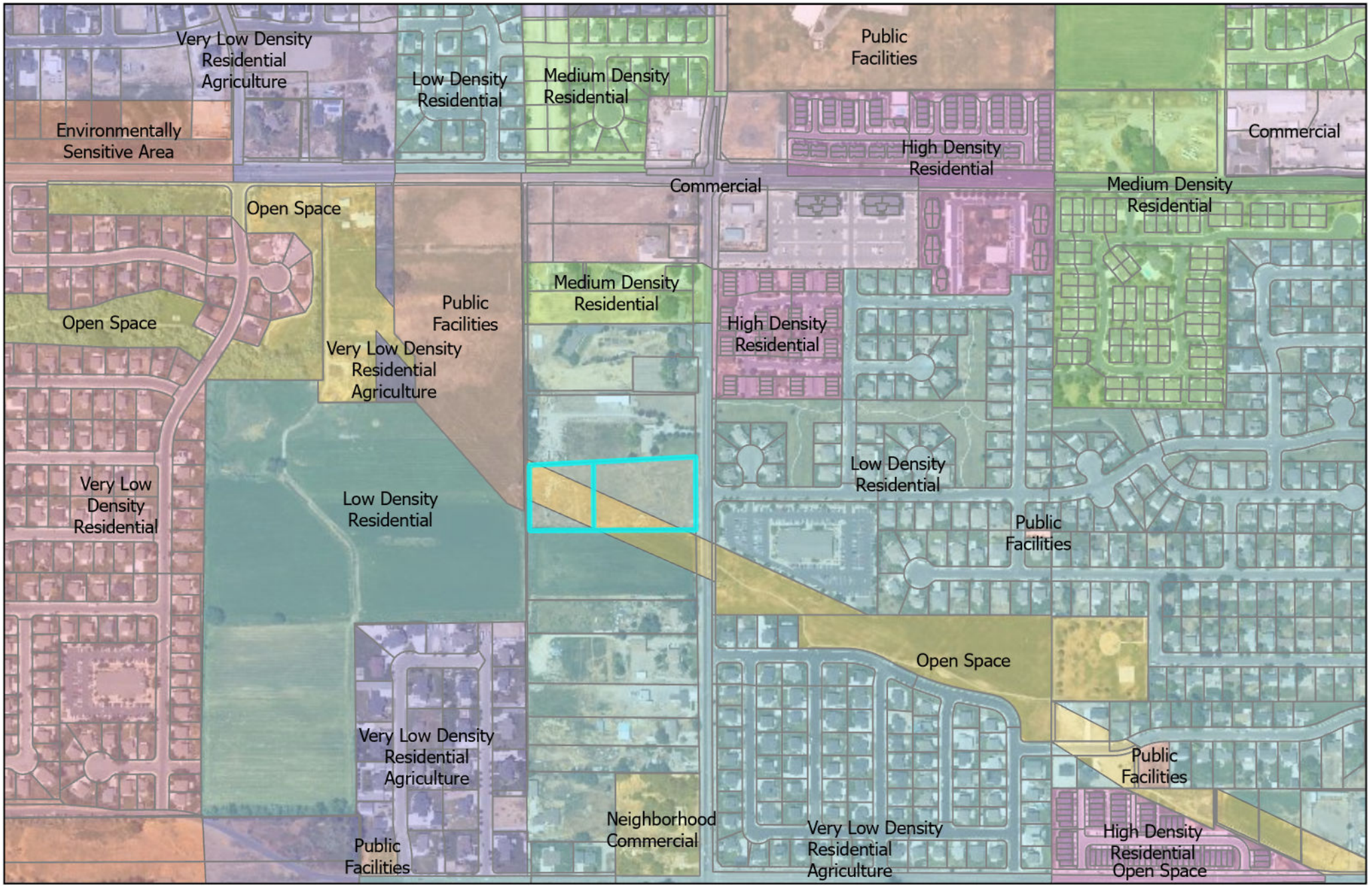
Slay Holdings Annexation

Zoning



Slay Holdings Annexation

General Plan Map



Agenda Item No: 5

City Council Agenda Item Report

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

Subject:
Consideration of Resolution #2026-10, intending to annex the Cedar Hollow Holdings Annexation, 15.31 acres of property located at approximately 400 South Center Street.

Suggested Action:

Attachments:

Res 2026-10

Cedar Hollow Holdings Annexation

RESOLUTION NO: 2026-10

RESOLUTION OF INTENT OF LEHI CITY COUNCIL TO ANNEX REAL PROPERTY ("CEDAR HOLLOW HOLDINGS" ANNEXATION)

WHEREAS, the Lehi City Council has determined that a certain parcel of real property described in Exhibit A constitutes a portion of land contiguous to Lehi City Corporation and should be annexed to Lehi City Corporation; and

WHEREAS, the area to be annexed consists of one or more unincorporated islands or unincorporated peninsulas contiguous to the municipality, each of which has fewer than 800 residents; and

WHEREAS, Lehi City Corporation can provided one or more municipal-type services to the area; and

NOW THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. Pursuant to the provision of Section 10-2-418 of the Utah Code, the Lehi City Council hereby intends to annex the parcels of real property owned by Gary Cooper, consisting of approximately 15.31 acres, and further described by Attachment "A".

2. Staff is directed to publish notice of this proposed annexation in a newspaper of general circulation within Lehi City, once a week for three successive weeks. Said notice shall comply with the requirements of Section 10-2-418(2)(b) of the Utah Code.

3. This Resolution shall be effective upon the date of its adoption.

PASSED AND APPROVED by the City Council of Lehi City, Utah this 10th day of March, 2026.

ATTEST

_____	_____
Paul Binns, Mayor	Teisha Wilson, City Recorder

State of Utah
County of Utah

Subscribed and sworn/affirmed before me by

_____
Name of Person

This ___ day of _____ _____
Month Year

By_____
Notary Public

Exhibit A

NOTICE OF INTENT TO ANNEX REAL PROPERTY

Notice is hereby given that Lehi City Corporation has adopted a resolution indicating its intent to annex real property owned by Gary Cooper, located at approximately 400 South Center Street, Lehi, Utah, consisting of approximately 15.31 acres, and further described as follows:

Legal Description:

ANNEXATION DESCRIPTION

Beginning at a point which is South 00°22'25" East 438.52 feet along the section line from the West Quarter Corner of Section 16, Township 5 South, Range 1 East, Salt Lake Base and Meridian: thence along Berry Annexation the following two courses 1) North 89°59'21" East 75.14 feet; 2) North 87°59'21" East 232.87 feet; thence South 01°35'39" East 2.03 feet; thence North 88°32'18" East 220.12 feet; thence North 01°57'04" West 44.46 feet; thence South 89°50'57" East 142.71 feet; thence along Country Cove Annexation the following two courses 1) South 00°29'51" East 110.05 feet; 2) South 89°53'56" East 356.56 feet; thence South 89°51'25" East 108.70 feet along Clay Peck Annexation; thence South 00°53'45" East 181.50 feet along Bart Christofferson Annexation and its extension thereof; thence North 89°22'10" East 16.56 feet; thence South 00°35'53" West 198.74 feet; thence along Aberle Acres Annexation the following two courses 1) South 89°57'35" West 1.81 feet; 2) South 00°06'35" West 669.02 feet; thence North 74°28'34" West 498.00 feet; thence along Carl Stewart Annexation the following two courses 1) North 00°00'39" West 693.57 feet; 2) South 89°59'21" West 668.25 feet; thence North 00°22'25" West 277.39 feet along the section line to the point of beginning.

Area: 15.31 acres

Basis of Bearing: the line between the West Quarter Corner and the Southwest Corner of Section 16, Township 5 South, Range 1 East, Salt Lake Base and Meridian which bears South 00°22'25" East (NAD 83 bearing, Utah County Plat dated 2021)

A public hearing has been scheduled before the Lehi City Council on the 10th day of March 2026, at 7 p.m. for the purpose of receiving public comment.

The Lehi City Council will annex the above-described parcels unless, at or before the public hearing, written protests to the annexation are filed by the owners of real property located within the area proposed for annexation covering a majority of the total private land area within the entire area proposed for annexation and also is equal to at least ½ the value of all private real property within the entire area proposed for annexation.

CEDAR HOLLOW HOLDINGS ANNEXATION
CITY COUNCIL REPORT

Applicant	Gary Cooper		
Meeting Date	March 10, 2026		
Requested Action/Purpose	Acceptance of a resolution of intent to annex		
Location	Approximately 400 South Center Street		
Requested Zoning	R-1-Flex		
General Plan Land Use Designation	LDR		
Acreage	15.31 acres		
Existing Land Use	Undeveloped		
Adjacent Zoning and Land Use	*North*	RA-1/R-1-8	Single family residential
	South	R-1-Flex	Rail Line
	East	R-1-Flex/R-1-8	Single family residential
	West	RA-1	Single family residential
Assigned Planner	Jacob Curtis		

REQUIRED ACTION

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

REPORT ANALYSIS

The applicant requests approval of the resolution of intent to annex 15.31 acres of property located at approximately 400 S Center Street with proposed R-1-Flex zoning.

The resolution of intent is the first step in the process of annexing. If approved, the annexation will go to the Planning Commission for review and recommendation on the zoning. The final public hearing and consideration will take place at the final City Council meeting.

The proposed annexation will add a portion of an existing county island. This area has a general plan land use designation with the intent that it would annex into Lehi at some point.

The DRC reviewed the proposed annexation and had no critical issue concerns. The DRC comments were informative for the applicant.

POSSIBLE MOTIONS AND FINDINGS

The City Council may move to accept or deny the resolution of intent to annex. Any motion should include findings. Possible findings include:

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

Cedar Hollow Holdings Annexation
DRC Redline Comments

Gary Cooper- requests review of the Cedar Hollow Holdings Annexation on 15.31 acres located at approximately 400 South Center Street with proposed R-1-Flex zoning. Need envelopes

DRC Members Present: Glade Kirkham, Garion Rowett, Ryan Allred, Shelbey Brewer, Kim Struthers, Gary Smith, Gary Ellis, James Farnsworth, Luke Seegmiller
Representatives of the Applicant Present: Tony Trane
Assigned Planner: Jacob Curtis
Date of Plans Reviewed: 02/10/26
Time Start: 3:23 pm
Time End: 3:32 pm

DRC REPORT:

1. **Critical Issues: None**

2. **Location of existing and proposed City facilities- utilities in Center Street and 300 East**

3. **Zoning required or recommended- R-1-Flex**

4. **Distances to schools/parks/shopping- Meadow Elementary (.6 miles), Lehi High School (.8 miles), Lehi Junior High School (1.5 miles), Pioneer Market (.5 miles), Outdoor Pool (.5 miles)**

5. **Transportation- Center Street is a Minor Collector**

DRC GENERAL COMMENTS:

General comments:
a. A Mylar copy of the annexation plat is required prior to scheduling the annexation for final City Council approval.
b. An annexation agreement will be required as part of the annexation process. The applicant is responsible to request a copy of the draft agreement prior to the final City Council meeting.
c. As a condition of recording the annexation plat, the applicant will need to provide water dedication per Chapter 27 of the Development Code. The rate for the R-1-Flex Zone is 1.58 acre feet per acre of culinary water and 2.11 acre feet per acre of irrigation water.

THIS ITEM WILL BE SCHEDULED FOR CITY COUNCIL ON MARCH 10TH 2026.

NEED ENVELOPES

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

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

Narrative

Lehi City
Attn: City Council and Staff

Subject: Cedar Hollow Holdings Annexation

The property owner of approximately 15.31 acres located at 300 South 2300 West desires to annex into Lehi City. This annexation is requesting to be annexed under the R1-Flex zoning. We feel this is an appropriate request based on the criteria below:

(a) In general, what is the topography, vegetation, and other natural features present on the property proposed to be annexed? Flat Farm Land with surrounded by single family homes.

(b) What is the existing land use(s) of the property proposed for annexation and those requested by the owners? Existing Open Field proposed to be single family with a potential church lot at the south side.

(c) What is the current and potential (if the property were developed) population and residential density of the proposed area? The intent would be to create buildable lots in the area of the annexation. With a approximate 5 acres church site, the remaining property would be approximately 37 lots base on conceptual ideas for the property.

(d) How will the proposed annexation comply with and achieve Lehi City's land use(s), goals and policies outlined in the Lehi City General Plan? The request is in line with the land use goals of this area. A residential use with a potential church lot is in line with the general plan for the area.

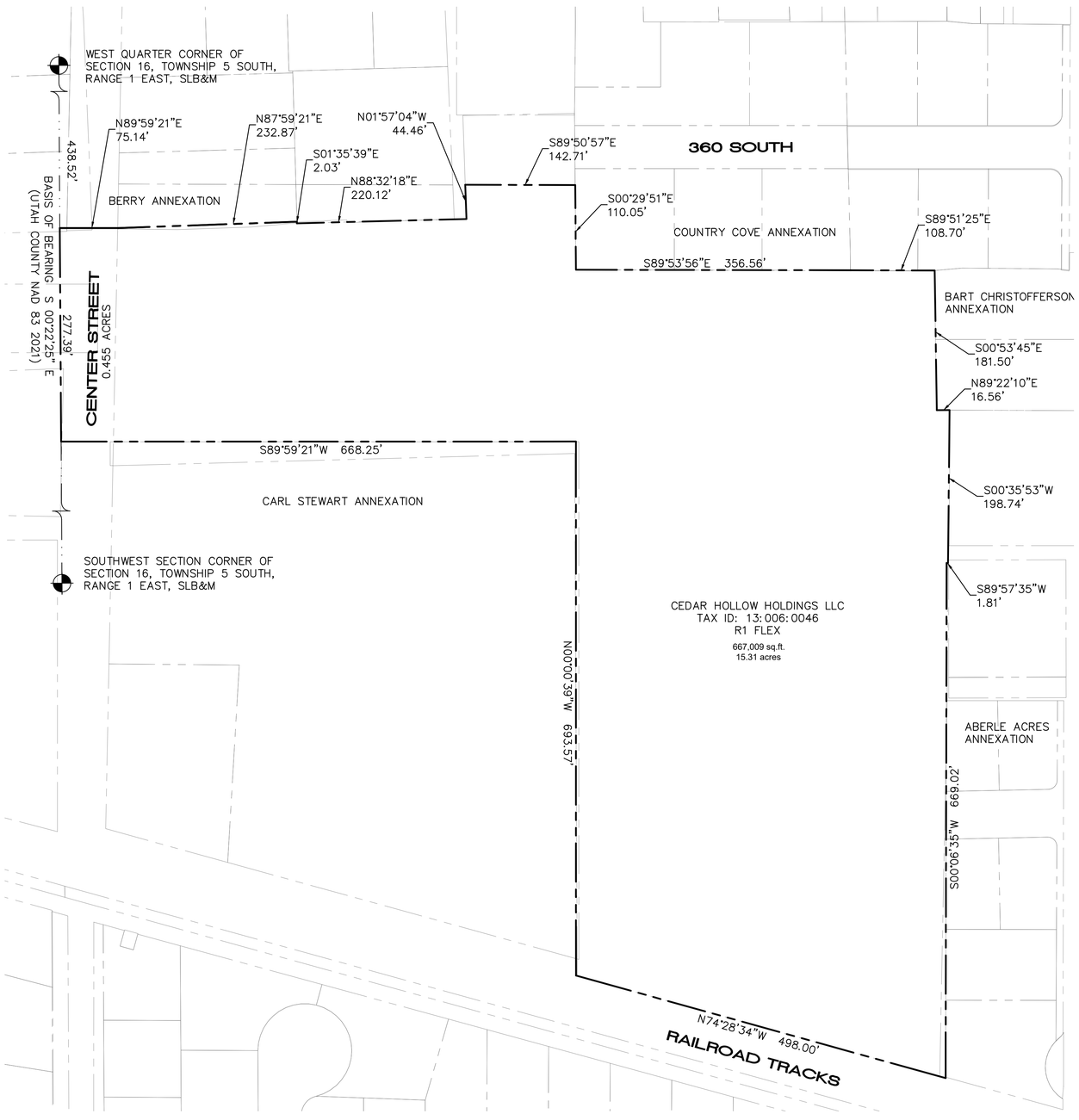
(e) What are the current and potential (if the property were developed) demands for City provided facilities and services to the area proposed for annexation, including culinary water, irrigation water, wastewater,transportation facilities, drainage, fire protection, solid waste, parks and recreation, and police protection? The utilities are currently located in the area and with future development happening, this would be helpful on connecting utilities and roadways between Center Street and 300 East. It would also help with the needed church site for the area.

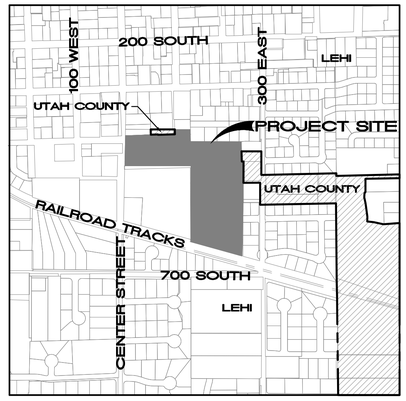
(f) Are the water rights necessary for annexation, found in Section 27-040 of the Lehi Development Code available for dedication to Lehi City upon annexation? There are currently water rights associated with this property that Lehi City has worked with the owner on a change application. The owner will purchase water for any remaining water rights requirement for the annexation.

Thank you for your consideration of this matter.

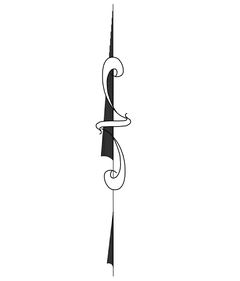
CEDAR HOLLOW HOLDINGS ANNEXATION

LOCATED IN THE SOUTHWEST QUARTER OF
SECTION 10, TOWNSHIP 5 SOUTH, RANGE 1 EAST,
SALT LAKE BASE AND MERIDIAN





VICINITY MAP



0 80 160 240

SCALE: 1" = 80'

LEGEND

- SECTION CORNER
- SECTION LINE
- ANNEXATION BOUNDARY
- EXISTING DEEDS

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

SURVEYOR'S CERTIFICATE

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

ANNEXATION DESCRIPTION

Beginning at a point which is South 00°22'25" East 438.52 feet along the section line from the West Quarter Corner of Section 16, Township 5 South, Range 1 East, Salt Lake Base and Meridian: thence along Berry Annexation the following two courses 1) North 89°59'21" East 75.14 feet; 2) North 87°59'21" East 232.87 feet; thence South 01°35'39" East 2.03 feet; thence North 88°32'18" East 220.12 feet; thence North 01°57'04" West 44.46 feet; thence South 89°50'57" East 142.71 feet; thence along Country Cove Annexation the following two courses 1) South 00°29'51" East 110.05 feet; 2) South 89°53'56" East 356.56 feet; thence South 89°51'25" East 108.70 feet along Clay Peck Annexation; thence South 00°53'45" East 181.50 feet along Bart Christofferson Annexation and its extension thereof; thence North 89°22'10" East 16.56 feet; thence South 00°35'53" West 198.74 feet; thence along Aberle Acres Annexation the following two courses 1) South 89°57'35" West 1.81 feet; 2) South 00°06'35" West 669.02 feet; thence North 74°28'34" West 498.00 feet; thence along Carl Stewart Annexation the following two courses 1) North 00°00'39" West 693.57 feet; 2) South 89°59'21" West 668.25 feet; thence North 00°22'25" West 277.39 feet along the section line to the point of beginning.

Area: 15.31 acres

Basis of Bearing: the line between the West Quarter Corner and the Southwest Corner of Section 16, Township 5 South, Range 1 East, Salt Lake Base and Meridian which bears South 00°22'25" East (NAD 83 bearing, Utah County Plat dated 2021)

SURVEYOR

DATE

SURVEYOR'S SEAL

THIS PLAT HAS BEEN REVIEWED BY THE COUNTY SURVEYOR AND IS HEREBY CERTIFIED AS A FINAL LOCAL ENTITY PLAT, PURSUANT TO UTAH COUNTY ANN. 17-23-20 AS AMENDED

SURVEYOR

DATE

COUNTY SURVEYOR'S SEAL

ACCEPTANCE BY LEGISLATIVE BODY

THIS IS TO CERTIFY THAT WE, THE UNDERSIGNED LEHI CITY COUNCIL HAVE ADOPTED A RESOLUTION OF ITS INTENT TO ANNEX THE TRACT OF LAND SHOWN HEREIN AND SUBSEQUENTLY ADOPTED AN ORDINANCE ANNEXING SAID TRACT INTO LEHI CITY, UTAH AND THAT A COPY OF THE ORDINANCE HAS BEEN PREPARED FOR FILING HEREWITH ALL IN ACCORDANCE WITH UTAH CODE SECTION 10-2-418 AS REVISED AND THAT WE HAVE EXAMINED AND DO HEREBY APPROVE AND ACCEPT THE ANNEXATION OF THE TRACT AS SHOWN AS A PART OF SAID CITY AND THAT SAID TRACT OF LAND IS TO BE KNOWN HEREAFTER AS THE

CEDAR HOLLOW HOLDINGS ANNEXATION.

DATED THIS _____ DAY OF _____

RECORDER

RECORDER'S SEAL

ANNEXATION PLAT

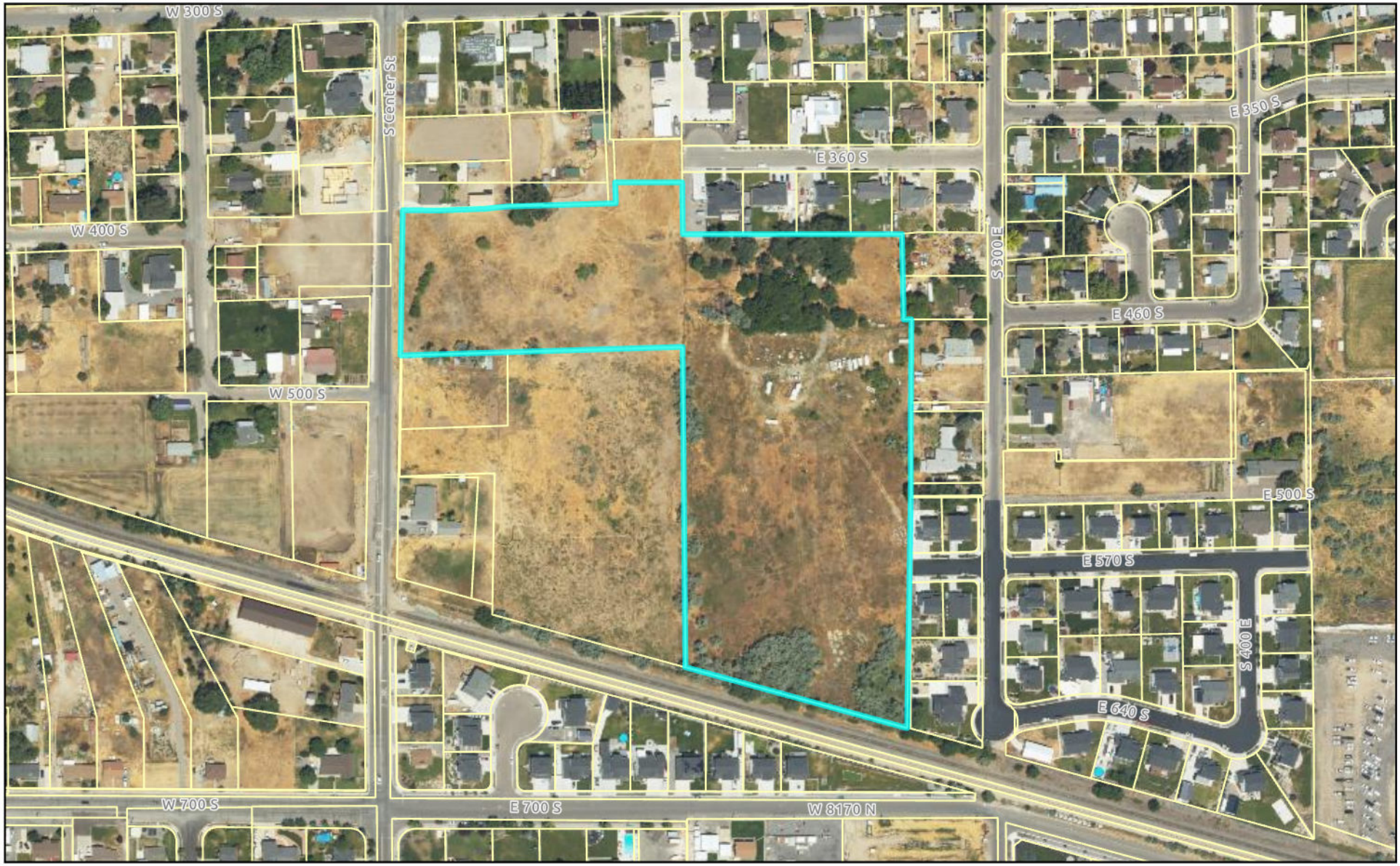
CEDAR HOLLOW HOLDINGS ANNEXATION

LEHI CITY, UTAH COUNTY, UTAH

SCALE 1" = 80 FEET

Cedar Hollow Holdings Annexation

Aerial

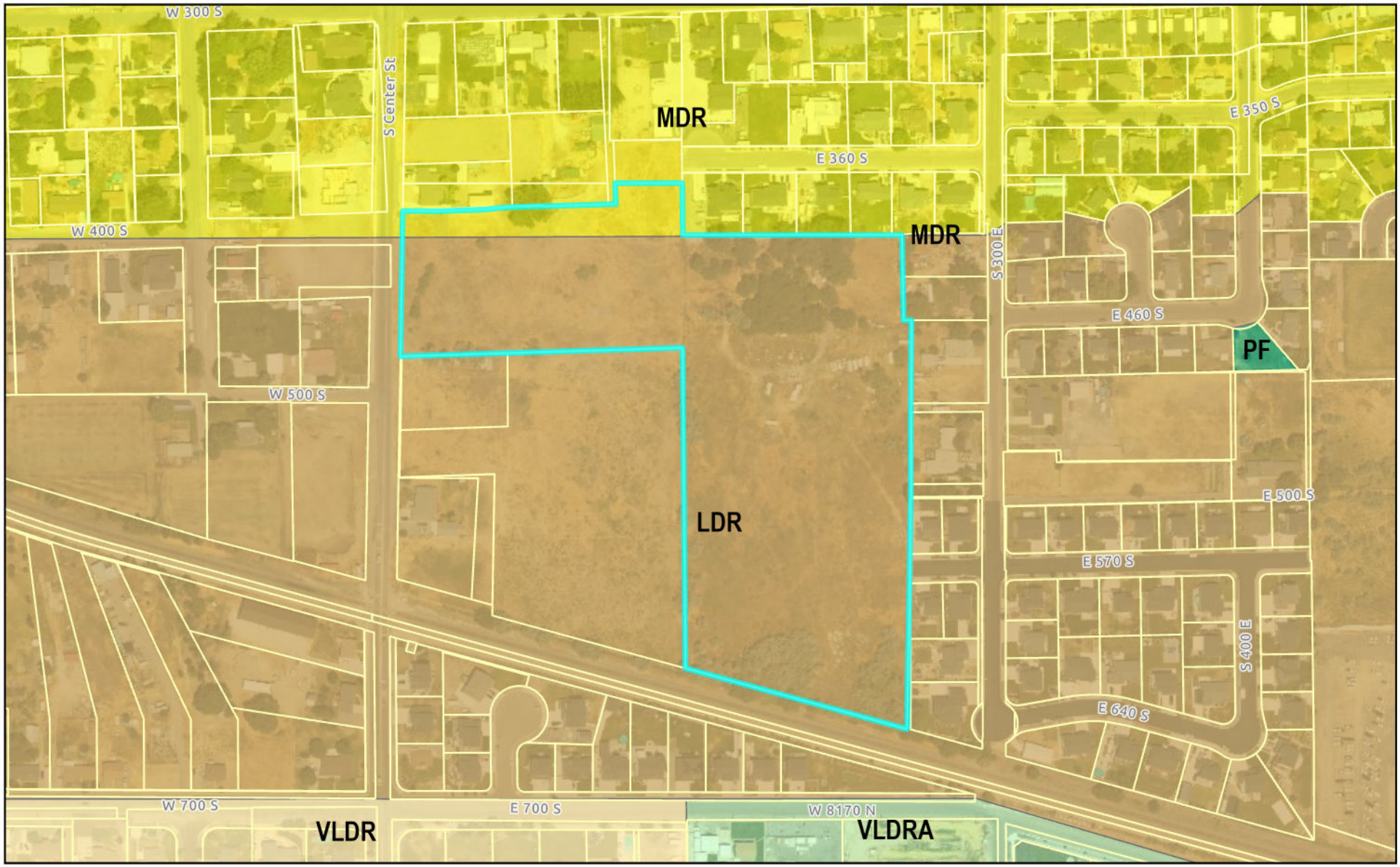


0 375 750 1,500 Feet

LEHI CITY

Cedar Hollow Holdings Annexation

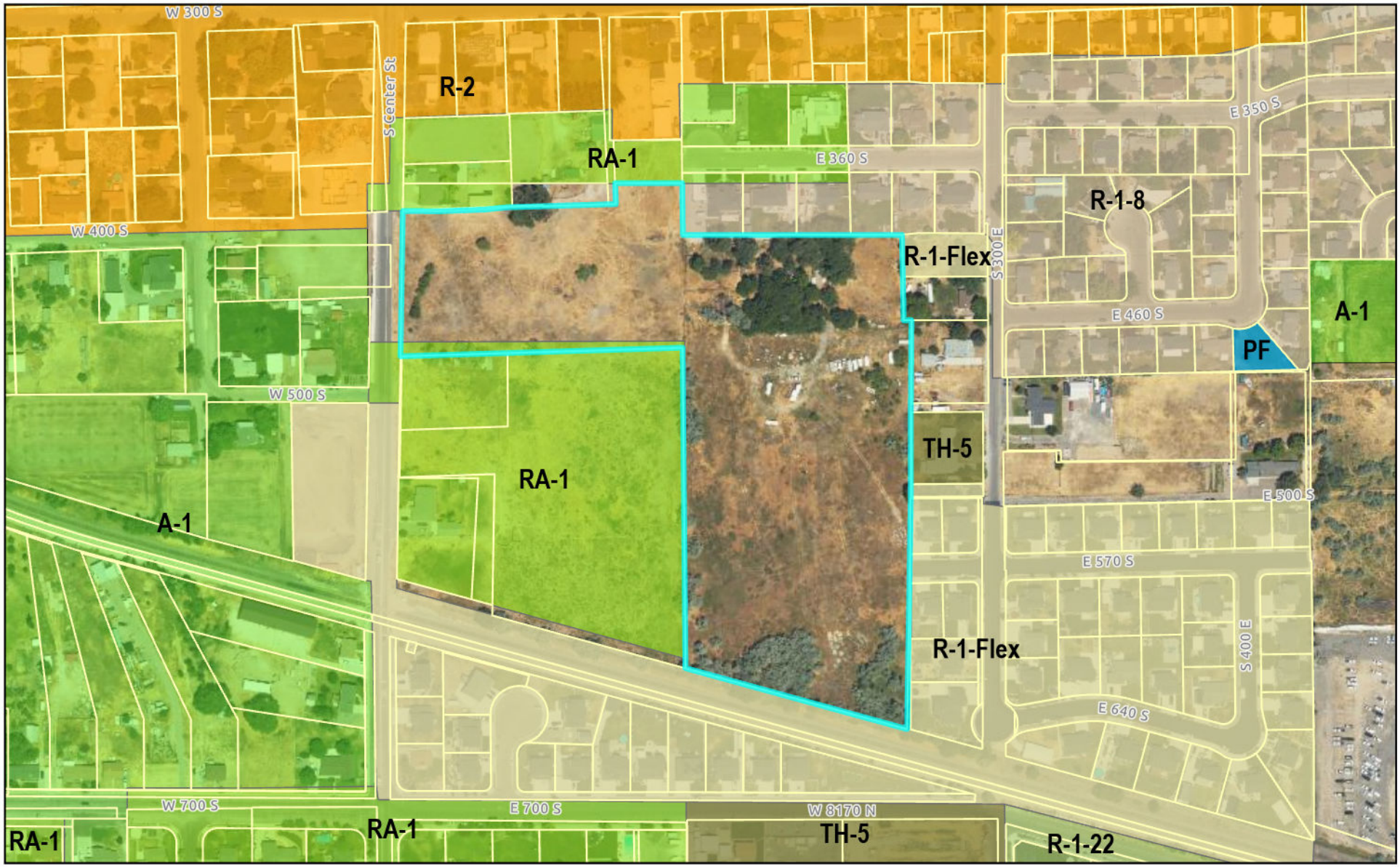
General Plan



LEHI CITY

Cedar Hollow Holdings Annexation

Zoning



0 375 750 1,500 Feet

LEHI CITY

Agenda Item No: 6

City Council Agenda Item Report

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

Subject:
Consideration of Ordinance #05-2026, approving the Parker Zone Change on 2.4 acres located at 300 North Palomino Way changing the zoning from A-1 (agriculture) to R-1-22 (residential/agriculture).

Suggested Action:

Attachments:

Ord 05-2026

Parker Zone Change

ORDINANCE NO: 05-2026

AN ORDINANCE APPROVING A ZONE DISTRICT DESIGNATION AMENDMENT AND ZONING DISTRICT MAP AMENDMENT LOCATED AT APPROXIMATELY 300 NORTH PALOMINO WAY

WHEREAS, Adam Albrecht, applicant for property located at approximately 300 North Palomino Way and further described by the legal description attached as Exhibit "A", has applied for an amendment to the Zone District and Zoning District Map; and

WHEREAS, the applicant seeks to have said parcel designated as R-1-22; and

WHEREAS, following a public hearing on February 12, 2026, the Lehi City Planning Commission reviewed the proposed Zoning District Designation and Zoning District Map amendment and forwarded it to the City Council to decide on the proposed amendment; and

WHEREAS, on March 10, 2026, the Lehi City Council held a duly noticed meeting to receive public comment and ascertain the facts regarding this matter, which facts and comments are found in the hearing record and which include the staff report, minutes from the Planning Commission meeting of February 12, 2026; and

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

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

PART I:

The Zone District Designation and the Zoning District Map of the property described on Exhibit "A" are hereby amended to R-1-22.

PART II:

A. If a provision of this Ordinance 05-2026 conflicts with a provision of a previously adopted ordinance concerning the same title, chapter, and/or section number amended herein, the

provision in this Ordinance shall prevail.

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

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

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

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

ATTEST

_____ _____

Paul Binns, Mayor Teisha Wilson, City Recorder

State of Utah
County of Utah

Subscribed and sworn/affirmed before me by

_____
Name of Person

This ___ day of _____ _____
Month Year

By_____
Notary Public

EXHIBIT “A”

PARKER ZONE CHANGE

A PARCEL OF LAND, SITUATE IN THE NE% OF SECTION 18, T.5S., R.1E., SLB&M. THE BOUNDARIES OF SAID PARCEL OF LAND ARE DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT 215.71 FEET S. 0'11’53” E. ALONG THE SECTION LINE FROM THE NORTHEAST CORNER OF SAID SECTION 18; AND RUNNING THENCE S. 0'11'53: E. 335.15 FEET; THENCE S. 89'57’37” W. 310.20 FEET TO AN EXISTING FENCE LINE; THENCE N. 0'45’54" W. 334.86 FEET ALONG SAID FENCE LINE; THENCE N. 89'54’07" E. 313.51 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL OF LAND CONTAINS 104,470 SQUARE FEET, OR 2.398 ACRES.

PARKER ZONE CHANGE

CITY COUNCIL REPORT

Applicant	Adam Albrecht		
Meeting Date	March 10, 2026		
Requested Action/Purpose	Approval of a proposed zone change		
Location	300 North Palomino Way		
Project Area	2.4 acres		
Existing Zoning	A-1		
Proposed Zoning	R-1-22		
Existing General Plan Land Use Designation	VLDRA		
Adjacent Zoning and Land Use	*North*	R-1-22	Single family residential
	South	A-1	Undeveloped
	East	A-1	Church
	West	R-1-22	Single family residential
Date of DRC Review	January 21, 2026		
Date of Planning Commission Review	February 12, 2026		
Assigned Planner	Jacob Curtis		

REQUIRED ACTION

Planning Commission	Review and recommendation
City Council	Final approval

APPLICABLE GENERAL PLAN GOALS AND POLICIES

VERY LOW DENSITY RESIDENTIAL AGRICULTURAL (VLDRA)

The purpose of the Very Low Density Residential/Agricultural (VLDRA) classification is to provide for single-family residential areas within a rural setting, with an overall neighborhood density not to exceed 1.75 units per acre. Much of the area designated as VLDRA is located where small-scale farming, hobby farming, or other agricultural uses are present. Where new development is allowed adjacent to existing agricultural areas, the new development must be sensitive to the existing uses. Larger lot sizes and lower density zones that allow for animal rights will be encouraged where adjacent to such agricultural areas. In particular, provision should be made for hobby farms, ranchettes, or equestrian-related developments where the development is to be located adjacent to similar existing uses.

Although new development in VLDRA areas is allowed, the existing agricultural uses will be encouraged to remain. Growth should be directed in an orderly manner, growing outward from existing developed areas where public facilities are available.

APPLICABLE DEVELOPMENT CODE REGULATIONS

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

1. The effect of the proposed amendment on the character of the surrounding area;
2. Consistency with the goals and policies of the General Plan;
3. Consistency and compatibility of the proposed zone with the General Plan land uses of nearby and adjoining properties;
4. The suitability of the properties for the uses requested and their suitability for the existing uses identified

by the General Plan;
5. Whether a change in the uses allowed for the affected properties will unduly affect the uses, or proposed uses for nearby and adjoining properties;
6. The gain to the public health, safety, and welfare from the existing classification to the proposed amendment; and
7. The overall community benefit of the proposed amendment.

PROPERTY HISTORY

September 28, 2004 The Lehi 10th Ward Addition incorporated this property into Lehi City.

REPORT ANALYSIS

The applicant requests approval for a zone change from A-1 to R-1-22 for property located at approximately 300 North Palomino Way. This zone change is on 2.4 acres of property and will eventually develop with single family home lots. The proposed R-1-22 zoning aligns with the Very Low-Density Residential Agriculture designation in the General Plan.

The Development Review Committee (DRC) reviewed the proposed zone change and had one comment regarding water dedication: Water dedication will be required as a condition prior to recording the zone change ordinance.

POSSIBLE MOTIONS AND FINDINGS

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

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

PLANNING COMMISSION RECOMMENDATION

The Planning Commission reviewed the proposed zone change on February 12, 2026. The minutes and motion from this meeting are as follows:

3.2) Public hearing and recommendation of Adam Albrecht's request for review of the Parker Zone Change on 2.4 acres located at 300 North Palomino Way changing the zoning from A-1 (agriculture) to R-1-22 (residential/agriculture).

Jacob Curtis presented the item. The zone change is consistent with the General Plan's designation of the area.

The applicant was not present.

Commissioner Eyre opened public comment.

There was one comment online from Shawn and Jennifer Lewis. They have concerns over potential complications in sewer and water utilities along 300 N.

Commissioner Eyre closed public comment.

Gary Ellis explained that there are two sewage lines that drain out of the area. The lines are 8 inches, which can handle

hundreds of homes. He doesn't foresee it being an issue.

Commissioner Eyre asked if either sewer line could be tapped into for future development. They will both be available.

Commissioner Jackson shared that the sewage concerns are valid, but not the issue being evaluated at this meeting.

> **Motion:** Commissioner Jackson moved to approve the zone change with the findings that it is consistent with the General Plan, that development concerns would be met by developers per the city's usual functions, and that it eliminates a currently existing island that is out of line with the General Plan. He included all DRC comments. Commissioner Kunze seconded.

Commissioner Roberts asked that the motion be amended to recommend approval, rather than granting approval.

> **Amended Motion:** Commissioner Jackson moved to give a positive recommendation to the Lehi City Council with the findings that the zone change is consistent with the General Plan, that development concerns would be met by developers per the city's usual functions, and that it eliminates a currently existing island that is out of line with the General Plan. He included all DRC comments. Commissioner Kunze seconded.
>
> **Vote:** Commissioner Jones, yes. Commissioner Jackson, yes. Commissioner Eyre, yes. Commissioner Kunze, yes. Commissioner Roberts, yes.
>
> Motion passed unanimously.

Parker Residential Zone Change
DRC Redline Comments

Adam Albrecht – requests review of the Parker Zone Change on 2.4 acres located at 300 North Palomino Way changing the zoning from A-1 to R-1-22.

DRC Members Present: Glade Kirkham, Garion Rowett, Ryan Allred, Shelbey Brewer, Kim Struthers, Gary Smith, Gary Ellis, James Farnsworth, Luke Seegmiller, Brad Wilbur
Assigned Planner: Jacob Curtis
Representatives of the Applicant Present: Adam Albrecht
Date of Plans Reviewed: 01/12/26
Time Start: 2:05 pm
Time End: 2:06 pm

DRC REDLINE COMMENTS:
Glade – Power: No comments.
Brad – Fiber: No comments.
Garion – Fire: No comments.
Ryan – Water/Sewer: No comments.
James – Parks: No comments.
Gary S.– Building/Inspections: No comments.
Shelbey– Public Works: No comments.
Gary E. – Engineering: No comments.
Luke – Traffic: No comments.
Kim – Planning:
1. Water dedication will be required as a condition prior to recording the zone change ordinance. The required dedication for the R-1-22 Zone is .79 acre feet per acre of culinary water and 2.9 acre feet per acre of irrigation water.

General Comment:

1. (Parks) At the time of subdivision- property adjacent to Agricultural zones will need a no climb fence per Section 18.030.A - For all sides of the development adjacent to agricultural property, there is a minimum fencing requirement of a six-foot high non-climb agricultural fence.

THIS ITEM WILL BE SCHEDULED FOR PLANNING COMMISSION ON FEBRUARY 12, 2026.

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

Parker Zoning Map Amendment Narrative

300 North and Palomino Way, Lehi City, Utah
Utah County Parcels 13:026:0039 and 13:026:0044
Size: 2.4 Acres
Current Zone: A-1 Proposed Zone: R-1-22

(a) Reason and Justification

The applicant is requesting a rezone from A-1 (Agriculture) to R-1-22 (Residential) to allow for the development of four single-family lots. The current A-1 zoning is no longer the most appropriate use for this parcel given the surrounding residential development. The proposed R-1-22 zone provides a logical transition for this property, moving it from underutilized agricultural land to a low-density residential use that aligns with the established neighborhood pattern.

(b) Consistency with the General Plan

The proposal is consistent with the Very Low Density Residential Agricultural designation.

- Density: At 1.67 units per acre, the project is below the General Plan's 1.75 units per acre maximum.
- Land Use: The R-1-22 zone fulfills the General Plan's goal of providing "larger lot sizes" to maintain a rural, hobby-farm setting.
- Growth Policy: It follows the city's policy of orderly growth by developing outward from areas where public facilities are already available.

(c) Compatibility with Nearby Land Uses

The R-1-22 zone is perfectly compatible with the surrounding area, as it matches the zoning and half-acre lot configurations of the subdivisions located immediately to the north and west of the property.

(d) Effect on Surrounding Character

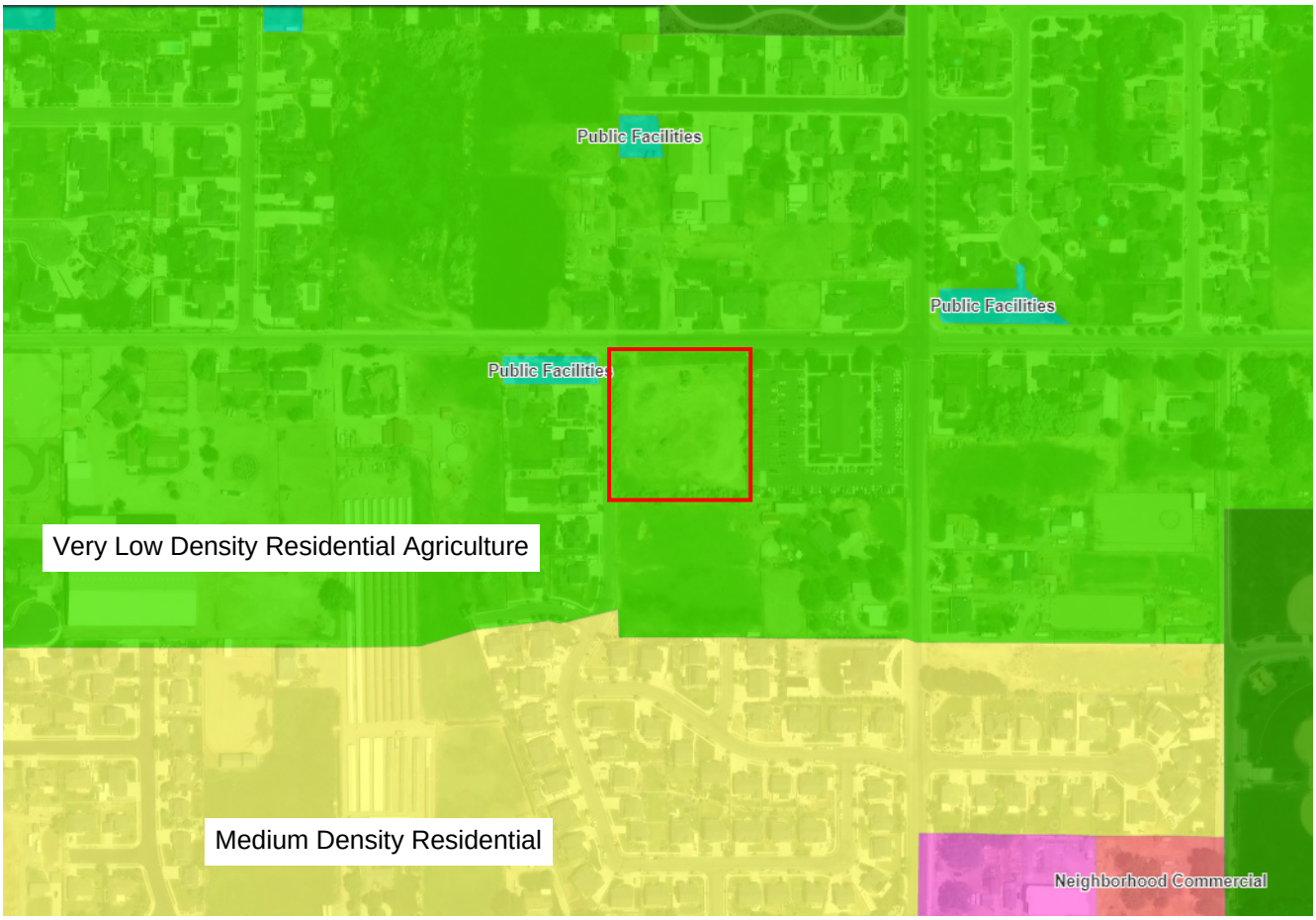
The amendment will have a positive effect on the surrounding area by completing the residential fabric of the street in a manner that is predictable and consistent with existing uses. Because the proposed density is lower than the General Plan's maximum threshold and matches the existing subdivisions across the street, the change will not "unduly affect" or burden adjoining properties. Instead, it replaces an isolated agricultural pocket with a low-impact residential use that shares the same setbacks and scale as its neighbors.

(e) Public Health, Safety, Welfare, and Community Benefit

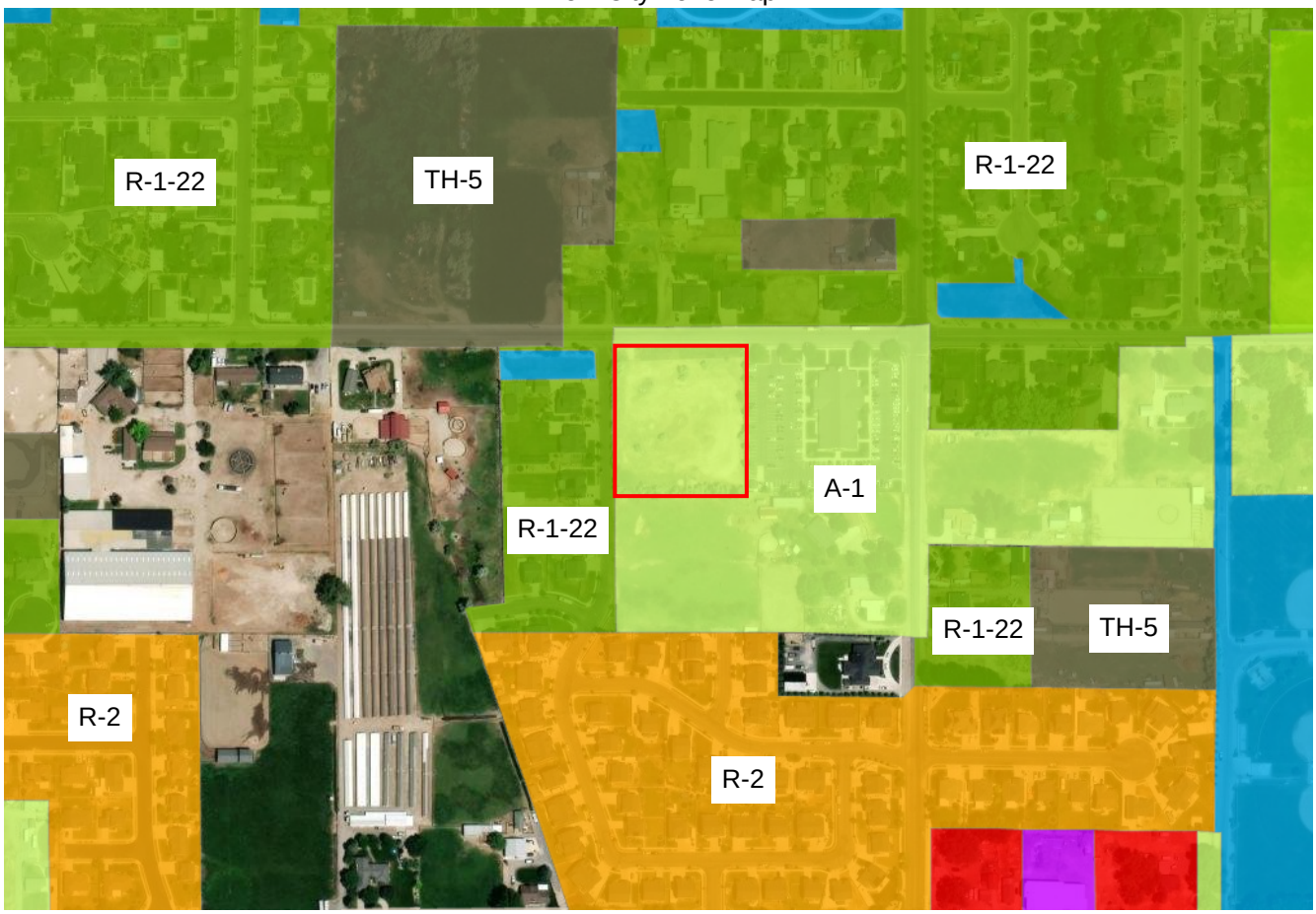
The community benefits from this rezone through the orderly transition of land to its planned use as defined by the General Plan. The transition from A-1 to R-1-22 ensures that:

- The property is developed at a density that the city's infrastructure and public facilities are already designed to handle.
- The "rural setting" and "hobby farm" character of the VLDRA area is preserved through large half-acre lots.
- The public welfare is served by eliminating an inconsistent zoning "island" and replacing it with a development that adheres to the city's long-term vision for very low-density growth.

Lehi City General Plan



Lehi City Zone Map





BOUNDARY DESCRIPTION

A PARCEL OF LAND, SITUATE IN THE NE¼ OF SECTION 18, T.5S., R.1E., SLB&M. THE BOUNDARIES OF SAID PARCEL OF LAND ARE DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT 215.71 FEET S. 0°11'53" E. ALONG THE SECTION LINE FROM THE NORTHEAST CORNER OF SAID SECTION 18; AND RUNNING THENCE S. 0°11'53: E. 335.15 FEET; THENCE S. 89°57'37" W. 310.20 FEET TO AN EXISTING FENCE LINE; THENCE N. 0°45'54" W. 334.86 FEET ALONG SAID FENCE LINE; THENCE N. 89°54'07" E. 313.51 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL OF LAND CONTAINS 104470 SQUARE FEET, OR 2.398 ACRES IN AREA.

QUIT CLAIM TO LEHI CITY

A PARCEL OF LAND, SITUATE IN THE NE¼ OF SECTION 18, T.5S., R.1E., SLB&M. THE BOUNDARIES OF SAID PARCEL OF LAND ARE DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT 207.70 FEET S. 0°11'53" E. ALONG THE SECTION LINE FROM THE NORTHEAST CORNER OF SAID SECTION 18; AND RUNNING THENCE S. 0°11'53" E. 8.00 FEET; THENCE S. 89°54'07" W. 313.51 FEET; THENCE N. 0°45'54" W. 7.46 FEET; THENCE 89°48'07" E. 313.59 FEET TO THE POINT OF BEGINNING. THE ABOVE DESCRIBED PARCEL OF LAND CONTAINS 2425 SQUARE FEET, OR 0.055 ACRES IN AREA.

DESCRIPTION FOR BOUNDARY LINE AGREEMENT

BEGINNING AT A POINT IN AN EXISTING FENCE LINE, WHICH POINT IS 215.71 FEET S. 0°15'53" E. ALONG THE SECTION LINE AND 313.51 FEET S. 89°54'07" W. FROM THE NORTHEAST CORNER OF SECTION 18, T. 5S., R. 1E., SLB&M. AND RUNNING THENCE ALONG SAID FENCE LINE S. 0°45'54" E. 334.86 FEET.

NARRATIVE

THE PURPOSE OF THIS SURVEY IS TO REESTABLISH THE BOUNDARY LINES AND SHOW EXISTING TOPOGRAPHIC FEATURES ON A TRACT OF LAND FOR THE PURPOSE OF CONSTRUCTING THEREON A RECREATION FACILITY.

BASIS OF BEARING

THE BEARING OF S. 0°11'53" E. BETWEEN THE NORTHEAST CORNER AND THE EAST QUARTER CORNER OF SECTION 18, T. 5S., R. 1E., SLB&M. IS USED AS THE BASIS OF BEARING FOR ALL LINES SHOWN ON THIS PLAT.

CERTIFICATION

I, DALEN J. HARRIS A PROFESSIONAL LAND SURVEYOR AS PRESCRIBED BY THE LAWS OF THE STATE OF UTAH AND HOLDING LICENSE NO. 166350, DO HEREBY CERTIFY THAT I HAVE MADE A SURVEY OF THE ABOVE DESCRIBED PROPERTY AND THAT THE PLAT HEREON IS A TRUE AND CORRECT REPRESENTATION OF SAID SURVEY.

Aug 17, 2004
DATE

Dalen J. Harris
DALEN J. HARRIS

GRAPHIC SCALE

30 0 15 30 60 120
(IN FEET)
1 inch = 30 ft.

LICENSED LAND SURVEYOR
No. 166350
DALEN J. HARRIS
8/17/04
STATE OF UTAH

04-218

CORPORATION OF THE PRESIDING BISHOP
CHURCH OF JESUS CHRIST of LATTER-DAY SAINTS
300 NORTH 1100 WEST, LEHI, UTAH

J&H LAND SURVEYING
P.O. BOX 906
AMERICAN FORK, UTAH 84003

DESIGNED	CHECKED	DRAWN	DATE
DJH	RAJ	DJH	5/04
APPROVED	DATE	PROJECT. NO.	SCALE
			1" = 30'
REVISIONS	DWG. NO.	SHEET NO.	
		1 OF 1	

Parker Zoning Map Amendment Legal Description

A PARCEL OF LAND, SITUATE IN THE NE% OF SECTION 18, T.5S., R.1E., SLB&M. THE BOUNDARIES OF SAID PARCEL OF LAND ARE DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT 215.71 FEET S. 0'11’53” E. ALONG THE SECTION LINE FROM THE NORTHEAST CORNER OF SAID SECTION 18; AND RUNNING THENCE S. 0'11'53: E. 335.15 FEET; THENCE S. 89'57’37” W. 310.20 FEET TO AN EXISTING FENCE LINE; THENCE N. 0'45’54" W. 334.86 FEET ALONG SAID FENCE LINE; THENCE N. 89'54’07" E. 313.51 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL OF LAND CONTAINS 104,470 SQUARE FEET, OR 2.398 ACRES.

Parker Zone Change

Aerial

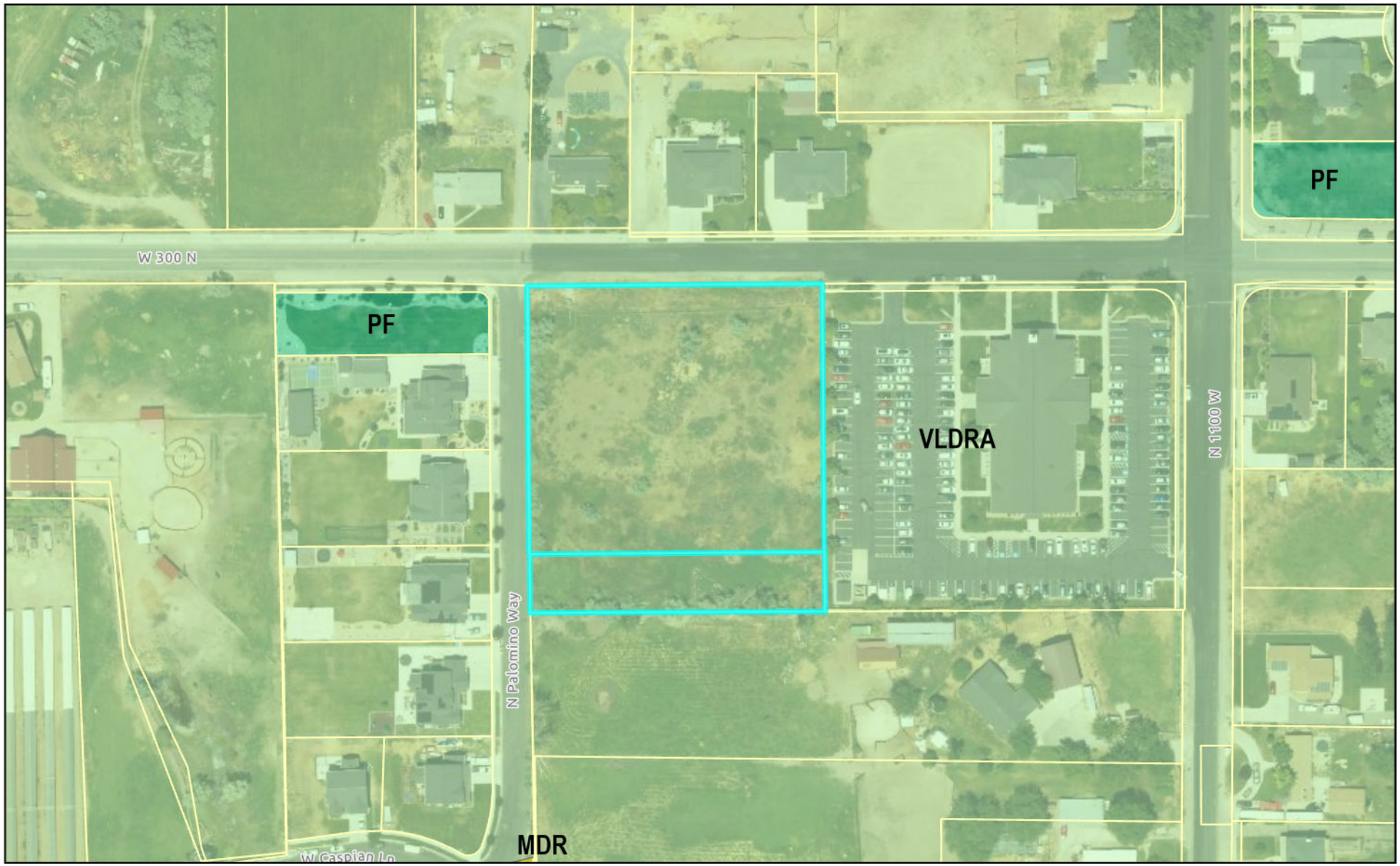


0 185 370 740 Feet

LEHI CITY

Parker Zone Change

General Plan

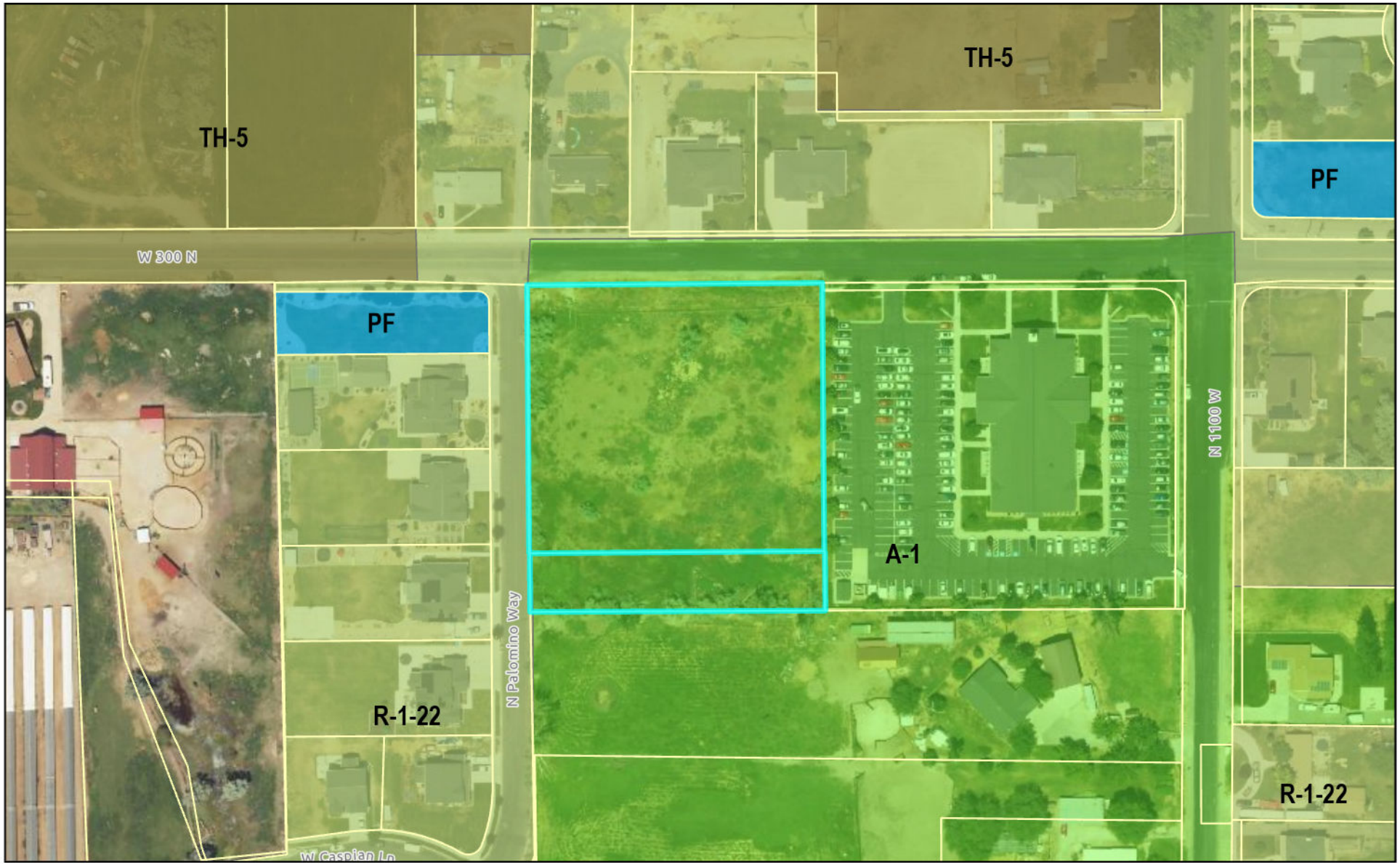


0 185 370 740 Feet

LEHI CITY

Parker Zone Change

Zoning



0 185 370 740 Feet

LEHI CITY

Agenda Item No: 7

City Council Agenda Item Report

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

Subject:
Consideration of Ordinance #06-2026, approving the 1450 West 1220 North Zone Change on 5.25 acres located at 1450 West 1220 North changing the zoning from A-1 (agriculture) to R-1-22 (residential/agriculture).

Suggested Action:

Attachments:

Ord 06-2026

1450 W 1220 N Zone Change

ORDINANCE NO: 06-2026

AN ORDINANCE APPROVING A ZONE DISTRICT DESIGNATION AMENDMENT AND ZONING DISTRICT MAP AMENDMENT LOCATED AT 1450 WEST 1220 NORTH

WHEREAS, Grow Development, applicant for property located at 1450 W 1220 N and further described by the legal description attached as Exhibit "A", has applied for an amendment to the Zone District and Zoning District Map; and

WHEREAS, the applicant seeks to have said parcel designated as R-1-22; and

WHEREAS, following a public hearing on February 12, 2026, the Lehi City Planning Commission reviewed the proposed Zoning District Designation and Zoning District Map amendment and forwarded it to the City Council to decide on the proposed amendment; and

WHEREAS, on March 10, 2026, the Lehi City Council held a duly noticed meeting to receive public comment and ascertain the facts regarding this matter, which facts and comments are found in the hearing record and which include the staff report, minutes from the Planning Commission meeting of February 12, 2026; and

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

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

PART I:

The Zone District Designation and the Zoning District Map of the property described on Exhibit "A" are hereby amended to R-1-22.

PART II:

A. If a provision of this Ordinance 06-2026 conflicts with a provision of a previously adopted ordinance concerning the same title, chapter, and/or section number amended herein, the

provision in this Ordinance shall prevail.

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

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

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

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

ATTEST

_____ _____

Paul Binns, Mayor Teisha Wilson, City Recorder

State of Utah
County of Utah

Subscribed and sworn/affirmed before me by

_____
Name of Person

This ___ day of _____ _____
Month Year

By_____
Notary Public

EXHIBIT “A”

1450 W 1220 N ZONE CHANGE

Taxing Description: COM S 89 DEG 43'15"W ALONG SEC LINE 968.51 FT & S 930.38 FT FR NE COR OF SEC 7, T5S, R1E, SLM; S 01 DEG 01'05"W 415.76 FT; N 89 DEG 19'03"W 568.11 FT; N 01 DEG 01'05"E 389.34 FT; N 88 DEG 01'16"E 568.88 FT TO BEG. AREA 5.25 AC.

1450 W 1220 N (GROW DEVELOPMENT) ZONE CHANGE

CITY COUNCIL REPORT

Applicant	Grow Development		
Meeting Date	March 10, 2026		
Requested Action/Purpose	Approval of a proposed zone change		
Location	1450 W 1220 N		
Project Area	5.25 acres		
Existing Zoning	A-1		
Proposed Zoning	R-1-22		
Existing General Plan Land Use Designation	VLDRA		
Adjacent Zoning and Land Use	*North*	A-1	Undeveloped
	South	R-1-15	Single family residential
	East	A-1	Single family residential
	West	A-1	Single family residential
Date of DRC Review	January 21, 2026		
Date of Planning Commission Review	February 12, 2026		
Assigned Planner	Jacob Curtis		

REQUIRED ACTION

Planning Commission	Review and recommendation
City Council	Final approval

APPLICABLE GENERAL PLAN GOALS AND POLICIES

VERY LOW DENSITY RESIDENTIAL AGRICULTURAL (VLDRA)

The purpose of the Very Low Density Residential/Agricultural (VLDRA) classification is to provide for single-family residential areas within a rural setting, with an overall neighborhood density not to exceed 1.75 units per acre. Much of the area designated as VLDRA is located where small-scale farming, hobby farming, or other agricultural uses are present. Where new development is allowed adjacent to existing agricultural areas, the new development must be sensitive to the existing uses. Larger lot sizes and lower density zones that allow for animal rights will be encouraged where adjacent to such agricultural areas. In particular, provision should be made for hobby farms, ranchettes, or equestrian-related developments where the development is to be located adjacent to similar existing uses.

Although new development in VLDRA areas is allowed, the existing agricultural uses will be encouraged to remain. Growth should be directed in an orderly manner, growing outward from existing developed areas where public facilities are available.

APPLICABLE DEVELOPMENT CODE REGULATIONS

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

1. The effect of the proposed amendment on the character of the surrounding area;
2. Consistency with the goals and policies of the General Plan;
3. Consistency and compatibility of the proposed zone with the General Plan land uses of nearby and adjoining properties;
4. The suitability of the properties for the uses requested and their suitability for the existing uses identified

by the General Plan;
5. Whether a change in the uses allowed for the affected properties will unduly affect the uses, or proposed uses for nearby and adjoining properties;
6. The gain to the public health, safety, and welfare from the existing classification to the proposed amendment; and
7. The overall community benefit of the proposed amendment.

PROPERTY HISTORY

December 11, 1978 The Lehi Meadows Addition incorporated this property into Lehi City.

REPORT ANALYSIS

The applicant requests approval for a zone change from A-1 to R-1-22 for property located at 1450 W 1220 N. This zone change is on 5.25 acres of property and will eventually develop with single family home lots. A concept plan was submitted concurrently with the proposed zone change and approved by the Planning Commission because it met all zoning requirements. The proposed R-1-22 zoning aligns with the Very Low-Density Residential Agriculture designation in the General Plan.

The Development Review Committee (DRC) reviewed the proposed zone change and had one comment regarding water dedication: Water dedication will be required as a condition prior to recording the zone change ordinance.

POSSIBLE MOTIONS AND FINDINGS

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

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

PLANNING COMMISSION RECOMMENDATION

The Planning Commission reviewed the proposed zone change on February 12, 2026. The minutes and motion from this meeting are as follows:

3.3) Public hearing and recommendation of Grow Development's request for review of the 1450 West 1220 North Zone Change on 5.25 acres located at 1450 West 1220 North changing the zoning from A-1 (agriculture) to R-1-22 (residential/agriculture).

Jacob Curtis presented items 3.3 and 3.4 in conjunction. The zoning change reflects the zoning designation in the General Plan.

3.4) Public hearing and consideration of Grow Development's request for approval of the 1450 West 1220 North Concept, an 8-lot residential development located at 1450 West 1220 North.

All eight lots fit code requirements. The applicant is looking for feedback on the layout.

Boyd Brown was present, representing Grow Development. He had no additional comment.

Commissioner Eyre clarified that the applicant is looking for feedback. Brown explained that they are trying to keep the existing home on one of the lots, and that they have had some layout difficulties with road placement.

Commissioner Roberts asked if any trails would be installed on the property. There are none planned.

Commissioner Eyre opened public comment for item 3.3.

Danny Gutierez is in the process of building a subdivision nearby. He explained that the was required to widen a road beyond typical city requirements and wants to have a discussion with the city and Boyd to ensure the roadways work well. He worries about ending up with three roads in the same small area.

Bart Peacock lives on 1220 North to the west of the property. He has no problems with the zone change and appreciates the larger lots. He is concerned about an irrigation ditch on the north end of the property which turns a corner and runs down to his property. He has been burning this ditch to maintain it for some time. He worried that buildings would be built too close to the property line for him to continue maintaining the ditch in this manner. He recommends having it piped. He also shared concerns over construction vehicles using 1220 North, as he feels it is too narrow. He asked if sewage would be extended north.

James Cortessi owns property in the area. He verified that the irrigation ditch will flood the properties if it is not properly maintained.

Danny Gutierez returned to the stand to speak on the irrigation ditch. He agrees that piping is likely the best solution. There are a few exit points that can catch water and bring it down through the subdivision.

Commissioner Eyre closed public comment for item 3.3.

Gary Ellis spoke on the state of the roads. Each development must meet city requirements for road connections. 1220 will be required to be widened and improved with the development. Ellis went on to explain that as long as required distances between intersections are met, developers are welcome to put their road connections anywhere. There will be a required road stub to the north of this development. The sewer is on 1220 and will flow to the west. It will not need to connect to the sewer line on 1700 west. The storm drains will need to connect to 1700 west, but the city will work with the developer on installing those.

Commissioner Eyre mentioned that comments on ditches come up frequently and that it is an important issue for citizens. He asked if piping the ditch would be the city's or the developer's responsibility. The city would be responsible, as it is on property the developer doesn't own.

Kim Struthers explained that the city provides contact information for Lehi Irrigation to developers, but that the company doesn't sit in on city DRC meetings. There is frequently coordination between the city, the company, and developers on ongoing projects. Commissioner Eyre asked if Lehi Irrigation was notified of this item. Struthers explained that they weren't, as contact isn't required until a primary plat is submitted.

Commissioner Jackson discussed the powers that the Planning Commission and the City hold to enforce infrastructure creation and maintenance. He asked staff what they considered to be the best path forward.

Kim Struthers mentioned that berming has been used in other developments to prevent flooding. Gary Ellis recommended asking the developer to extend setbacks to allow burning to continue. Commissioner Eyre asked if that would be in the city's power. Nate Purser said he'd look into it.

Commissioner Eyre clarified that the city can only require a developer to improve a ditch if the ditch is on the property they are developing.

Commissioner Roberts noted that based on the submitted concept plan, there would only be one lot affected, as the others have a road separating them from the ditch. He asked if there was a possibility that Lehi Irrigation Company would pipe the ditch. Staff was unsure.

Commissioner Jackson clarified that both items are in line with the General Plan.

Motion for item 3.3: Commissioner Jones moved to give a positive recommendation to the Lehi City Council with the findings that the proposed amendment on the character of the surrounding area is consistent with the goals and policies of the General Plan, that it is suitable for the uses requested, and that it will be an overall benefit to the community. He included all DRC comments. Commissioner Roberts seconded.

Vote: Commissioner Jones, yes. Commissioner Jackson, yes. Commissioner Eyre, yes. Commissioner Kunze, yes. Commissioner Roberts, yes.

Motion passed unanimously.

1450 W 1220 N Residential Zone Change
DRC Redline Comments

Grow Development- requests review of the 1450 West 1220 North Zone Change on 5.25 acres located at 1450 West 1220 North changing the zoning from A-1 to R-1-22. Need envelopes

DRC Members Present: Glade Kirkham, Garion Rowett, Ryan Allred, Shelbey Brewer, Kim Struthers, Gary Smith, Gary Ellis, James Farnsworth, Luke Seegmiller, Brad Wilbur
Assigned Planner: Jacob Curtis
Representatives of the Applicant Present: Jake, Fred
Date of Plans Reviewed: 01/12/26
Time Start: 2:23 pm
Time End: 2:24 pm

DRC REDLINE COMMENTS:
Glade – Power: No comments.
Brad – Fiber: No comments.
Garion – Fire: No comments.
Ryan – Water/Sewer: No comments.
James – Parks: No comments.
Gary S.– Building/Inspections: No comments.
Shelbey– Public Works: No comments.
Gary E. – Engineering: No comments.
Luke – Traffic: No comments.
Kim – Planning:
1. Water dedication will be required as a condition prior to recording the zone change ordinance. The required dedication for the R-1-22 Zone is .79 acre feet per acre of culinary water and 2.9 acre feet per acre of irrigation water.

General Comments
1. The North, West and East sides of this development are zoned as permitting agricultural uses. As per Section 18.030.A- For all sides of the development adjacent to agricultural property, there is a minimum fencing requirement of a six-foot high non-climb agricultural fence.

THIS ITEM WILL BE SCHEDULED FOR PLANNING COMMISSION ON FEBRUARY 12, 2026.
(NEED ENVELOPES BEFORE SCHEDULING)

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

Concept Plan & Rezone Request
1450 West 1220 North, Lehi, UT

Lehi City Staff,

Grow Development currently controls via purchase agreement approximately 5.25 acres located at 1450 West and 1220 North in Lehi. Our intent is to bring to the city another beautiful Grow Development residential community. We are excited to be working with the property owners to help them in their transition in their current situation as they exercise their property rights to sell and develop the property. The following is our intent and vision for the community:

- 8 New large Estate Lots for move up custom homes. This will help to contribute to the housing needs in our market by adding to the inventory for which someone can expand and move up.
- Our hope is to get staff support and City Council Approval for a rezone request to the R-1-22 zoning allowing for 8 - 1/2 acre lots.
- We would then proceed to full subdivision approvals with the hope to deliver finished lots to the market in the summer of 2026.

We thank you for the opportunity to review this community and we look forward to your feedback and support of the development.

Sincerely,

Jake Hone
Vice President
Grow Development

ZONE: A-1

NORTH QUARTER CORNER SECTION 7, TOWNSHIP 5 SOUTH, RANGE 1 EAST, SLB&M, RECORD LOCATION

SECTION LINE: (RECORD: S 89°44'25" W - 2655.86')

NORTHEAST CORNER SECTION 7, TOWNSHIP 5 SOUTH, RANGE 1 EAST, SLB&M, FOUND UTAH COUNTY BRASS CAP "2020"

N

W E

S

0 40 80 Feet

924.81'

POB

N88°02'26"E 568.88'

WEST - 976.56'

BASIS OF BEARING: NAD 83 ALONG THE SECTION LINE S 00°28'29" E - 2666.70' (RECORD - 2666.73')

N1°02'15"E 389.34'

S1°02'15"W 415.76'

SUBJECT PROPERTY

CURRENT ZONE: A-1

PROPOSED ZONE: R1-22

ZONE: A-1

EAST QUARTER CORNER SECTION 7, TOWNSHIP 5 SOUTH, RANGE 1 EAST, SLB&M FOUND BRASS CAP "1928"

ZONE: A-1

N89°17'53"W 568.11'

ZONE: R-1-22

ZONE: R-1-15

PRELIMINARY NOT FOR CONSTRUCTION

PRINT DATE: 1/9/2026

MW BROWN ENGINEERING, INC
Office (801) 377-1790
578 East 770 North, Orem UT 84058

PROFESSIONAL ENGINEER
JAN. 9, 2026
NO. 13972668
MITCHELL M. BROWN
P.E.
STATE OF UTAH

No.	Date	By	REVISIONS Notes

Designed
Drawn
Checked
Date

Title: CORTESE PROPERTY SUBDIVISION
Location: LEHI CITY, UTAH
Drawing Name: ZONING MAP

PROJECT NO. 2025.069

SHEET NO. EXHIBIT A

1450 W 1220 N Zone Change

Aerial

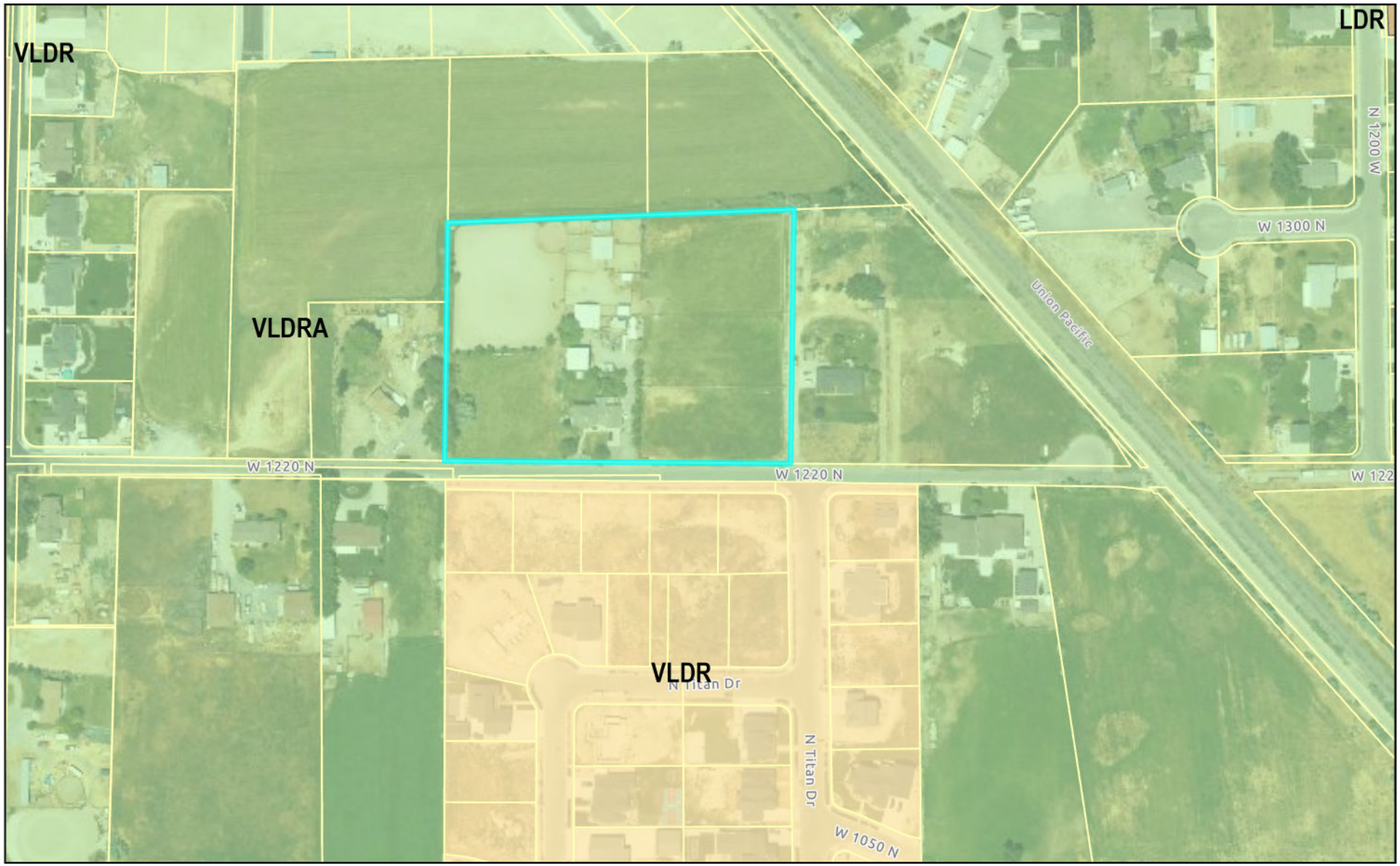


0 290 580 1,160 Feet

LEHI CITY

1450 W 1220 N Zone Change

General Plan

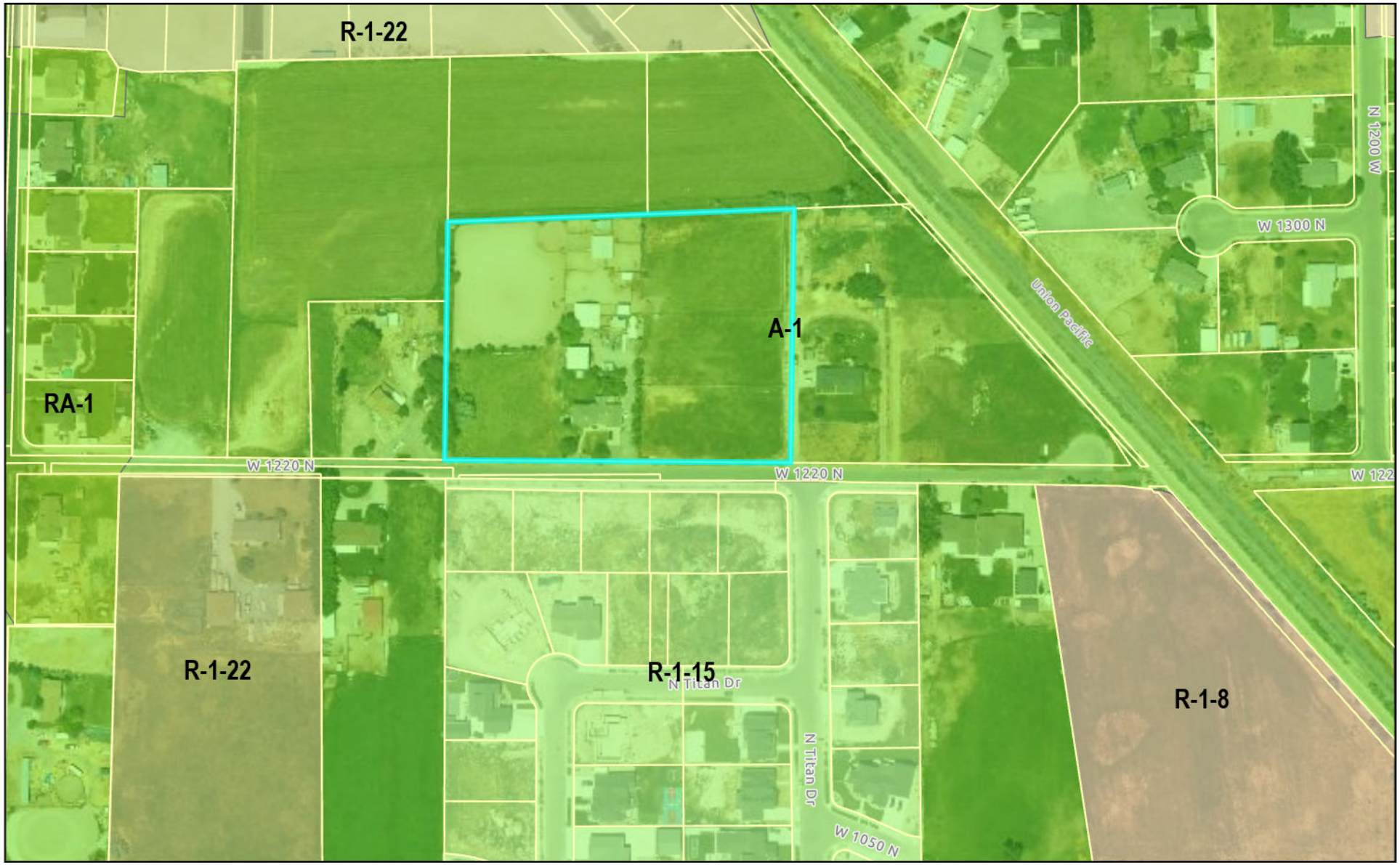


0 290 580 1,160 Feet

LEHI CITY

1450 W 1220 N Zone Change

Zoning



0 290 580 1,160 Feet

LEHI CITY

Agenda Item No: 8

City Council Agenda Item Report

Meeting Date: March 10, 2026
Submitted By: Brittney Harris
Submitting Department: Planning Division
Item Type: Ordinance
Agenda Section: Regular Agenda

Subject:
Consideration of Ordinance #07-2026, approving the Snow Zone Change on 0.66 acres located at 151 East 1450 North changing the zoning from TH-5 (transitional holding) to R-1-Flex (residential).

Suggested Action:

Attachments:

Ord 07-2026

Snow Zone Change

ORDINANCE NO: 07-2026

AN ORDINANCE APPROVING A ZONE DISTRICT DESIGNATION AMENDMENT AND ZONING DISTRICT MAP AMENDMENT LOCATED AT 151 EAST 1450 NORTH

WHEREAS, Lawrence Snow, applicant for property located at 151 East 1450 North and further described by the legal description attached as Exhibit "A", has applied for an amendment to the Zone District and Zoning District Map; and

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

WHEREAS, following a public hearing on February 12, 2026, the Lehi City Planning Commission reviewed the proposed Zoning District Designation and Zoning District Map amendment and provided a positive recommendation to the City Council on the proposed amendment; and

WHEREAS, on March 10, 2026, the Lehi City Council held a duly noticed meeting to receive public comment and ascertain the facts regarding this matter, which facts and comments are found in the hearing record and which include the staff report, minutes from the Planning Commission meeting of February 12, 2026; and

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

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

PART I:

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

PART II:

A. If a provision of this Ordinance 07-2026 conflicts with a provision of a previously

adopted ordinance concerning the same title, chapter, and/or section number amended herein, the provision in this Ordinance shall prevail.

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

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

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

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

ATTEST

_____	_____
Paul Binns, Mayor	Teisha Wilson, City Recorder

State of Utah
County of Utah

Subscribed and sworn/affirmed before me by

_____
Name of Person

This ___ day of _____ _____
Month Year

By_____
Notary Public

EXHIBIT “A”

Snow Zone Change

12:046:0153
COM S 377.53 FT & E 358.51 FT FROM THE NW COR. SEC. 9, T5S, R1E, SLB&M; S 89 DEG 49' 52" E 115 FT; S 0 DEG 32' 4" E 235 FT; N 88 DEG 51' 0" W 95.03 FT; N 0 DEG 32' 4" W 33.37 FT; N 45 DEG 0' 0" W 28.28 FT; N 0 DEG 32' 4" W 180 FT TO THE POB. AREA 0.597 AC.

SNOW ZONE CHANGE

CITY COUNCIL REPORT

Applicant	Lawrence Snow		
Meeting Date	March 10, 2026		
Requested Action/Purpose	Approval of a proposed zone change		
Decision Type	Legislative		
Location	151 East 1450 North		
Acreage	0.60 acres		
Existing Zoning	TH-5		
Existing General Plan Land Use Designation	Low Density Residential (LDR)		
Proposed Zoning Designation	R-1-Flex		
Existing Land Use	Single Family Home		
Adjacent Zoning and Land Use	*North*	R-1-12	Single Family Homes
	South	TH-5	Single Family Homes
	East	R-1-12	Single Family Homes
	West	R-1-10	Single Family Homes
Date of DRC Review	January 21, 2026		
Date of Planning Commission Review	February 12, 2026		
Assigned Planner	Brittney Harris		

REQUIRED ACTION

Planning Commission	Public hearing, review, and recommendation
City Council	Final approval

APPLICABLE DEVELOPMENT CODE REGULATIONS

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

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

Section 10.120 Scope of Development Approvals

A. All development approvals, permits, or licenses shall be considered void after two years of final approval if substantial progress, construction, or development has not taken place or has not continued in good faith without interruption, or if the applicant has failed to satisfy the water rights conveyance requirements in connection with an approval for Annexation or Zoning Map Amendment. A longer period of time may be provided for a phased subdivision application or phased site plan application as set forth in the conditions attached to the preliminary

plat or site plan. A shorter period of time may be approved for temporary uses, grading permits, and other short-term projects.

Section 27.070. Water Rights Conveyance Requirements.

All property annexed to Lehi City, or property already within the boundaries of Lehi City, for which the owner/developer initiates an application for a zoning district map amendment, or other development application which would increase the need for water service from Lehi City, shall provide water rights in an amount sufficient to satisfy the needs of the existing and future uses and occupants to be supplied by the Lehi City water system as provided by these guidelines. The owner/developer shall convey to the City, in accordance with these guidelines, water rights that entitle the City to an annual quantity, quality, and rate of flow sufficient to meet the water use requirements of proposed future development of such property. These water rights conveyance requirements shall be considered as a condition precedent to the approval of annexation, zone change, or other development application.

APPLICABLE GENERAL PLAN GOALS AND POLICIES

STRONG COMMUNITIES

1. Establish strong communities where residents have opportunities for meaningful social connections and support systems.

Strategy 1 Create a life-cycle housing policy that encourages a diversity of housing types in Lehi's neighborhoods to provide housing options for prospective residents of differing ages, incomes, abilities, and lifestyles

PROPERTY HISTORY

January 21, 2000 Property came into Lehi as part of the Ronald Nuttal Addition

REPORT ANALYSIS

The applicant requests approval of a zone change from TH-5 to R-1-Flex at 151 East 1450 North. The applicant recently purchased the lot and wants to demolish the existing home and build a new one. City Staff told him he would need to do a zone change prior to getting a building permit. The applicant would prefer not to dedicate water as part of the Zone Change.

The Development Code clearly states in Chapter 10 and Chapter 27 that water dedication must take place before a rezone or development. The Nuttal Annexation agreement from 2002 also states that for this parcel and the parcel to the south that water dedication would take place when the owner requests city water service or development requires city water service. At the time of annexation, no utilities went to the parcel. At some point the home was connected to water and sewer services. Staff's best guess is this took place when 1450 North was extended through this area. The stubs from the roadway to the lot were likely made so that the road would not have to be cut for connections later. Staff could not find any records of connection or water dedication taking place. The City requires water dedication to ensure we have adequate water to serve all of the existing and new homes and businesses. If we allow this to go through without water dedication it could open up other circumstances where we do not get the water rights dedicated.

DRC had three redline comments:

1. Please indicate that it is a change from TH-5 to R-1-Flex in the narrative.
2. Per the Nuttal annexation agreement in 2002:
   "The water right dedication to Lehi City will be deferred until such time as the owners request city water service or development requires city water service." The water needs to be dedicated unless some evidence that water was previously dedicated.

3. Water dedication would be 0.45 acre feet for the existing home and 2.11 acre feet per acre of irrigation water. The zone change ordinance should state that if the property is ever subdivided in the future, additional culinary water would be required.

Please include all DRC comments in your motion.

POSSIBLE MOTIONS AND FINDINGS

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

1. The proposed zone is consistent with the LDR General Plan Designation.
2. The proposed zone change will allow for the demolishing and construction of a new single family home.
3. The suitability of the properties for the uses requested and their suitability for the existing uses identified by the General Plan;
4. Whether a change in the uses allowed for the affected properties will unduly affect the uses, or proposed uses for nearby and adjoining properties;
5. The overall community benefit of the proposed amendment.

PLANNING COMMISSION RECOMMENDATION

The Planning Commission reviewed the proposed zone change on February 12, 2026. The minutes and motion from that meeting follow.

3.5) Public hearing and recommendation of Lawrence Snow's request for review of a zone change on 0.66 acres located at 151 East 1450 North changing the zoning from TH-5 (transitional holding) to R-1-Flex (residential).

Jacob Curtis presented the item. The zone change is consistent with the designation of the General Plan. The applicant wants to demolish the existing home and build a new one. The zone change will enable them to acquire a building permit.

Lawrence Snow was present and had no further comments.

Commissioner Eyre opened and closed public comment.

Commissioner Jackson verified with staff the that item conformed to both city code and the General Plan.

> **Motion:** Commissioner Jackson moved to give a positive recommendation to the Lehi City Council with the findings that everything meets code and is consistent with the General Plan. He included all DRC comments. Commissioner Jones seconded.
>
> **Vote:** Commissioner Jones, yes. Commissioner Jackson, yes. Commissioner Eyre, yes. Commissioner Kunze, yes. Commissioner Roberts, yes.
>
> Motion passed unanimously.

Snow Zone Change
DRC Redline Comments

Lawrence Snow - requests review of the Snow Zone Change on .66 acres located at 151 East 1450 North changing the zoning from TH-5 to R-1-Flex.

DRC Members Present: Glade Kirkham, Garion Rowett, Ryan Allred, Shelbey Brewer, Kim Struthers, Gary Smith, Gary Ellis, James Farnsworth, Luke Seegmiller, Brad Wilbur
Assigned Planner: Brittney Harris
Representatives of the Applicant Present: Lawrence Snow
Date of Plans Reviewed: 01/12/26
Time Start: 3:45pm
Time End: 3:48pm

DRC REDLINE COMMENTS:
Glade – Power: No comments.
Brad – Fiber: No comments.
Garion – Fire: No comments.
Ryan – Water/Sewer: No comments.
James – Parks:
1. Please indicate that it is a change from TH-5 to R-1-Flex in the narrative.

Gary S.– Building/Inspections: No comments.
Shelbey– Public Works: No comments.
Gary E. – Engineering: No comments.
Luke – Traffic: No comments.
Kim – Planning:
2. Per the Nuttal annexation agreement in 2002:
   "The water right dedication to Lehi City will be deferred until such time as the owners request city water service or development requires city water service." The water needs to be dedicated unless some evidence that water was previously dedicated.
3. Water dedication would be 0.45 acre feet for the existing home and 2.11 acre feet per acre of irrigation water. The zone change ordinance should state that if the property is ever subdivided in the future, additional culinary water would be required.

From the Lehi City General Plan Land Use Element the following goals and policies related to development should be considered:

1. Maximize opportunities to create an overall pattern of planned and orderly development with a system of land uses, adequately and efficiently served by a balanced and energy-efficient system of transportation, and community services that are sensitive to the natural physical qualities of the area.

THIS ITEM WILL BE SCHEDULED FOR PLANNING COMMISSION ON FEBRUARY 12th AND NEEDS ENVELOPES FOR NOTICES BY JANUARY 30th

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.

Lawrence Snow

1510 E 300 E

Lehi, UT 84043

RE: 151 E 1450 N Lehi, UT 84043

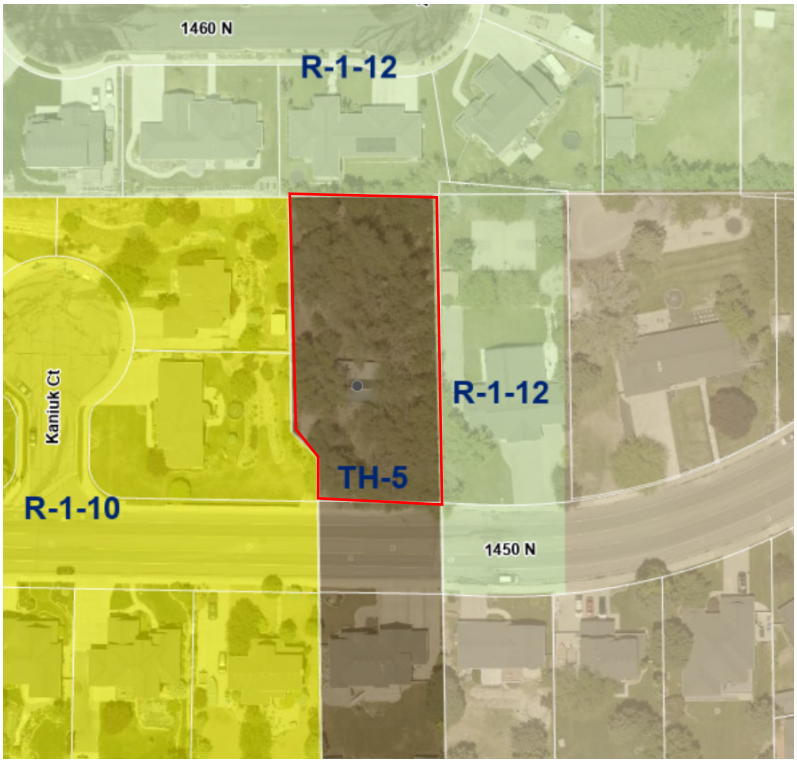
Lehi Zoning Dept.

The subject property listed above currently has a home on it which was built in 1917. The home has Water, PI water, Sewer, and power on the property. The current home is zoned TH-5. The home across the street at 158 E 1450 N which was built in 2005 has the same TH-5 Zoning. I think something is not correct with the zoning on these 2 pieces of property and should be corrected. I have filled out the zoning change for 151 E 1450 N.

Should you have any questions please contact me at lsnow@valleyplumbing.com or 801-318-5593.

Thanks,

Lawrence Snow



Snow Zone Change

Aerial



0 155 310 620 Feet

LEHI CITY

Snow Zone Change

General Plan



0 155 310 620 Feet

LEHI CITY

Snow Zone Change

Zoning



0 155 310 620 Feet

LEHI CITY

Agenda Item No: 9

City Council Agenda Item Report

Meeting Date: March 10, 2026
Submitted By: Brittney Harris
Submitting Department: Planning Division
Item Type: Ordinance
Agenda Section: Regular Agenda

Subject:
Consideration of Ordinance #08-2026, approving the 498 N 900 E Zone Change on .91-acres located at 498 North 900 East changing the zoning from R-1-Flex (residential) to R-1-8 (residential).

Suggested Action:

Attachments:

Ord 08-2026

498 North 900 East Zone Change

ORDINANCE NO: 08-2026

AN ORDINANCE APPROVING A ZONE DISTRICT DESIGNATION AMENDMENT AND ZONING DISTRICT MAP AMENDMENT LOCATED AT 498 NORTH 900 EAST

WHEREAS, Lehi City, applicant for property located at 498 North 900 East and further described by the legal description attached as Exhibit "A", has applied for an amendment to the Zone District and Zoning District Map; and

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

WHEREAS, following a public hearing on February 12, 2026, the Lehi City Planning Commission reviewed the proposed Zoning District Designation and Zoning District Map amendment and provided a positive recommendation to the City Council on the proposed amendment; and

WHEREAS, on March 10, 2026, the Lehi City Council held a duly noticed meeting to receive public comment and ascertain the facts regarding this matter, which facts and comments are found in the hearing record and which include the staff report, minutes from the Planning Commission meeting of February 12, 2026; and

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

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

PART I:

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

PART II:

A. If a provision of this Ordinance 08-2026 conflicts with a provision of a previously

adopted ordinance concerning the same title, chapter, and/or section number amended herein, the provision in this Ordinance shall prevail.

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

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

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

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

ATTEST

_____	_____
Paul Binns, Mayor	Teisha Wilson, City Recorder

State of Utah
County of Utah

Subscribed and sworn/affirmed before me by

_____
Name of Person

This ___ day of _____ _____
Month Year

By_____
Notary Public

EXHIBIT “A”

498 North 900 East Zone Change

12:052:0086
COM N 721.64 FT & W 929.47 FT FROM THE SE COR. SEC. 9, T5S, R1E, SLB&M.; N 89 DEG 4' 48" W 114.84 FT; N 0 DEG 13' 25" W 13.64 FT; N 89 DEG 18' 18" W 137.38 FT; N 0 DEG 28' 20" W 142.16 FT; ALONG A CURVE TO THE R (CHORD BEARS: N 64 DEG 18' 36" E 18.57 FT, RADIUS = 21 FT); S 89 DEG 41' 32" E 158.53 FT; S 89 DEG 30' 28" E 76.8 FT; S 0 DEG 28' 20" E 165.85 FT TO THE POB. AREA 0.910 AC.

498 NORTH 900 EAST ZONE CHANGE

CITY COUNCIL REPORT

Applicant	Lehi City		
Meeting Date	March 10, 2026		
Requested Action/Purpose	Approval of a proposed zone change		
Decision Type	Legislative		
Location	498 North 900 East		
Acreage	0.91 acres		
Existing Zoning	R-1-Flex		
Existing General Plan Land Use Designation	Low Density Residential (LDR)		
Proposed Zoning Designation	R-1-8		
Existing Land Use	Single Family Home		
Adjacent Zoning and Land Use	*North*	R-1-8	Single Family Homes
	South	RA-1	Single Family Homes
	East	RA-1	Single Family Homes
	West	RA-1	Single Family Homes
Date of DRC Review	January 28, 2026		
Date of Planning Commission Review	February 12, 2026		
Assigned Planner	Brittney Harris		

REQUIRED ACTION

Planning Commission	Public hearing, review, and recommendation
City Council	Final approval

APPLICABLE DEVELOPMENT CODE REGULATIONS

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

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

Table 05-040-A Table of Bulk and Intensity Requirements Agriculture and Residential Districts

	R-1-8	R-1-Flex
Minimum Lot Size	Single-Family Dwelling 8,000 Sq.Ft.[a] Other Allowed Uses 8,000 Sq.Ft. [a]	Single-Family Dwelling 8,000 Sq.Ft.[a] Other Allowed Uses 8,000 Sq.Ft. [a]
Maximum Dwelling Units Per Acre	4[a]	3.5[a] for projects > 10acres; 3.25[a] for projects < 10
Minimum Lot Width/Frontage	Residential Uses 80 Ft. [a,b] Other Allowed Uses 160 Ft. [a ,b]	Residential Uses 80 Ft. [a,b] Other Allowed Uses 160 Ft. [a ,b]
Minimum Front Yard	15 Ft to dwelling; 25 Ft to garage.	15 Ft to dwelling; 25 Ft to garage.
Minimum Rear Yard (Interior Lots)	25 Ft. [c]	25 Ft. [c]
Minimum Rear Yard (Corner Lots)	15 Ft.	15 Ft.

APPLICABLE GENERAL PLAN GOALS AND POLICIES

STRONG COMMUNITIES

1. Establish strong communities where residents have opportunities for meaningful social connections and support systems

Strategy 1 Create a life-cycle housing policy that encourages a diversity of housing types in Lehi's neighborhoods

to provide housing options for prospective residents of differing ages, incomes, abilities, and lifestyles

PROPERTY HISTORY

1872	Property was incorporated into Lehi City
April 9, 2024	The City Council approved a zone change from RA-1 to R-1-Flex on this property
August 14, 2025	The Planning Commission approved the Shelley Atkinson 3-lot subdivision

REPORT ANALYSIS

The applicant requests approval of a proposed zone change from R-1-Flex to R-1-8. Steve and Shelley Atkinson previously came through for a zone change from RA-1 to R-1-Flex, and with a preliminary subdivision showing three lots. These were both approved. Their latest submission for review on their final subdivision showed that the density exceeds what is allowed in the R-1-Flex zone. The density of their subdivision is 3.3 units per acre and the maximum allowed in the R-1-Flex is 3.25. The lots all meet the requirements of both the R-1-Flex and R-1-8 zones. In fact, the smallest lot is over 9,500 square feet and the largest is over 18,800 square feet.

In 2024, when the applicant came through for their zone change, we still had the requirement for R-1-8 and R-1-10 that the property had to be adjacent to that zoning on three sides. We have since removed that requirement which allows for the property to be zoned R-1-8. The applicant dedicated water for the R-1-8 zoning. The motive for this zone change is to ensure compliance with zoning requirements.

The DRC had no comments on the proposed zone change.

POSSIBLE MOTIONS AND FINDINGS

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

1. The proposed zone is consistent with the LDR General Plan Designation.
2. The intent of the previous zone change and subdivision were for three lots, this zone change will allow for the same number of lots.
3. The overall community benefit of the proposed amendment.

PLANNING COMMISSION RECOMMENDATION

The Planning Commission reviewed the proposed Zone Change on February 12, 2026. The minutes and motion from that meeting follow.

3.9) Public hearing and recommendation of Lehi City's request for review of a zone change on 0.91-acres located at 498 North 900 East changing the zoning from R-1-Flex (residential) to R-1-8 (residential).

Jacob Curtis presented the item. This would ensure compliance with zoning requirements. The subdivision meets lot size requirement for both zones, and changes in the Development Code in the last six to nine months allow for the R-1-8 zone.

Commissioner Roberts clarified that there is no developer involved in this item. Curtis explained that the city is

covering the process of moving the zone change forward as the city noticed a discrepancy late in the process that wasn't flagged earlier. The developers of the property are aware of this, and their plans have been approved up to this point.

Commissioner Eyre opened and closed public comment.

> **Motion:** Commissioner Kunze moved to give a positive recommendation to the Lehi City Council with the findings that the proposed zone is consistent with the LDR General Plan designation, the intent of the previous zone change and subdivision were for three lots, and this zone change will allow for the same number of lots and will now be in compliance. Commissioner Jones seconded.
>
> **Vote:** Commissioner Jones, yes. Commissioner Jackson, yes. Commissioner Eyre, yes. Commissioner Kunze, yes. Commissioner Roberts, yes.
>
> Motion passed unanimously.

498 North 900 East Zone Change
DRC Redline Comments

Lehi City- requests review of a zone change at 498 North 900 East from R-1-Flex to R-1-8.

DRC Members Present: Glade Kirkham, Garion Rowett, Ryan Allred, Shelbey Brewer, Kim Struthers, Gary Smith, Gary Ellis, James Farnsworth, Luke Seegmiller, Brad Wilbur
Assigned Planner: Brittney Harris
Representatives of the Applicant Present:
Date of Plans Reviewed: 1/28/26
Time Start: 1:42pm
Time End: 1:52pm

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

THIS ITEM WILL BE SCHEDULED FOR PLANNING COMMISION ON FEBRUARY 12th

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

EST 1852
LEHI CITY
PIONEERING UTAH'S FUTURE

Community Development Department –
Planning Division

153 North 100 East
Lehi, UT 84043
Office 385.201.1030
lehi-ut.gov

Narrative

Lehi City requests a zone change from R-1-Flex to R-1-8 on 0.908 acres of property located at 498 North 900 East. The City is requesting this change because the property owners, Shelley and Steve Atkinson, have already received a zone change approval to R-1-Flex and preliminary subdivision approval with 3 lots. During review of the final subdivision, staff recognized that the density exceeds the 3.25 allowed in the R-1-Flex zone. However, all the lots exceed the minimum 8,000 square foot size. The allowed density in R-1-8 is four, making their 3 lot subdivision in compliance with density requirements.



498 North 900 East

Aerial

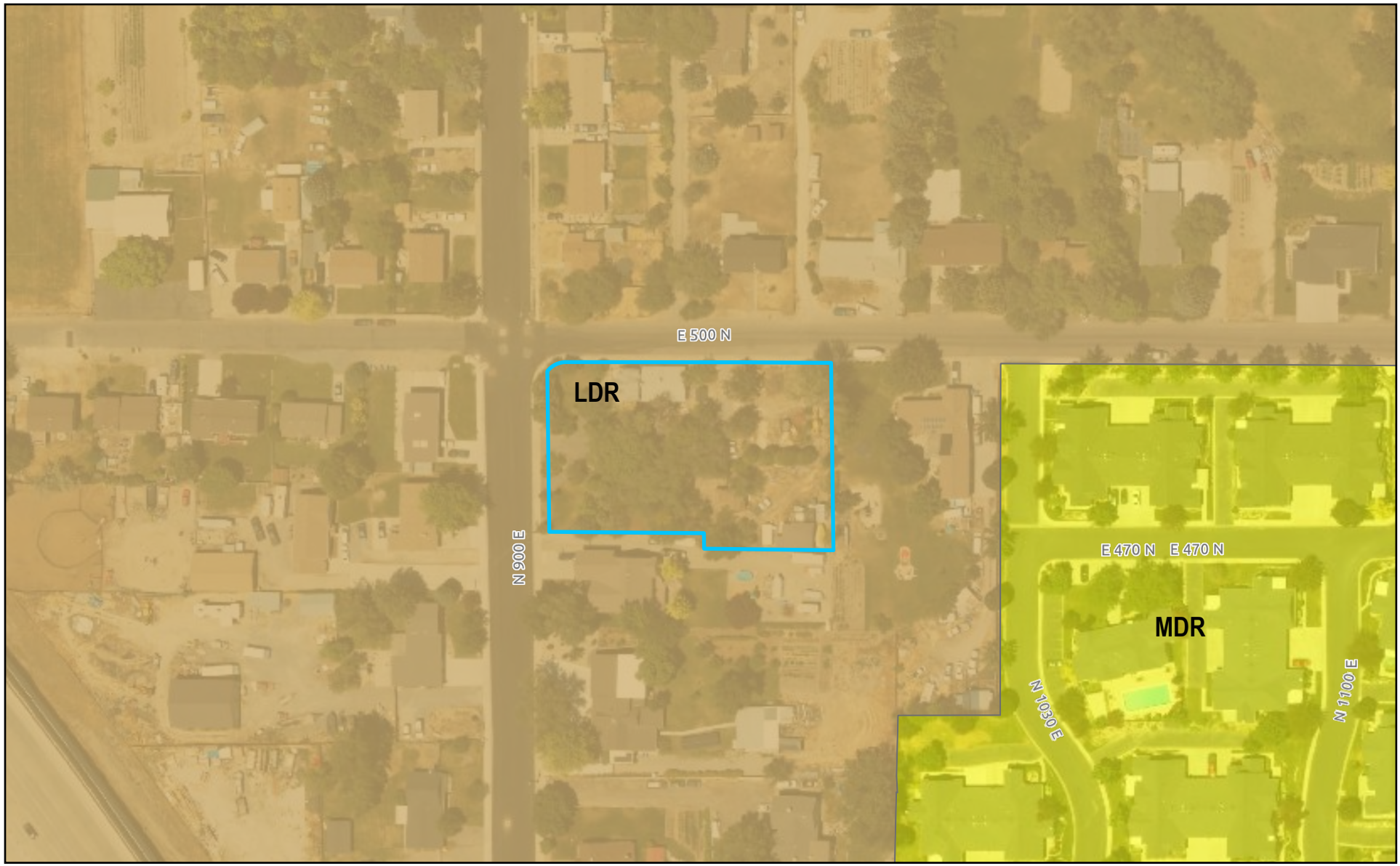


0 155 310 620 Feet

LEHI CITY

498 North 900 East

General Plan

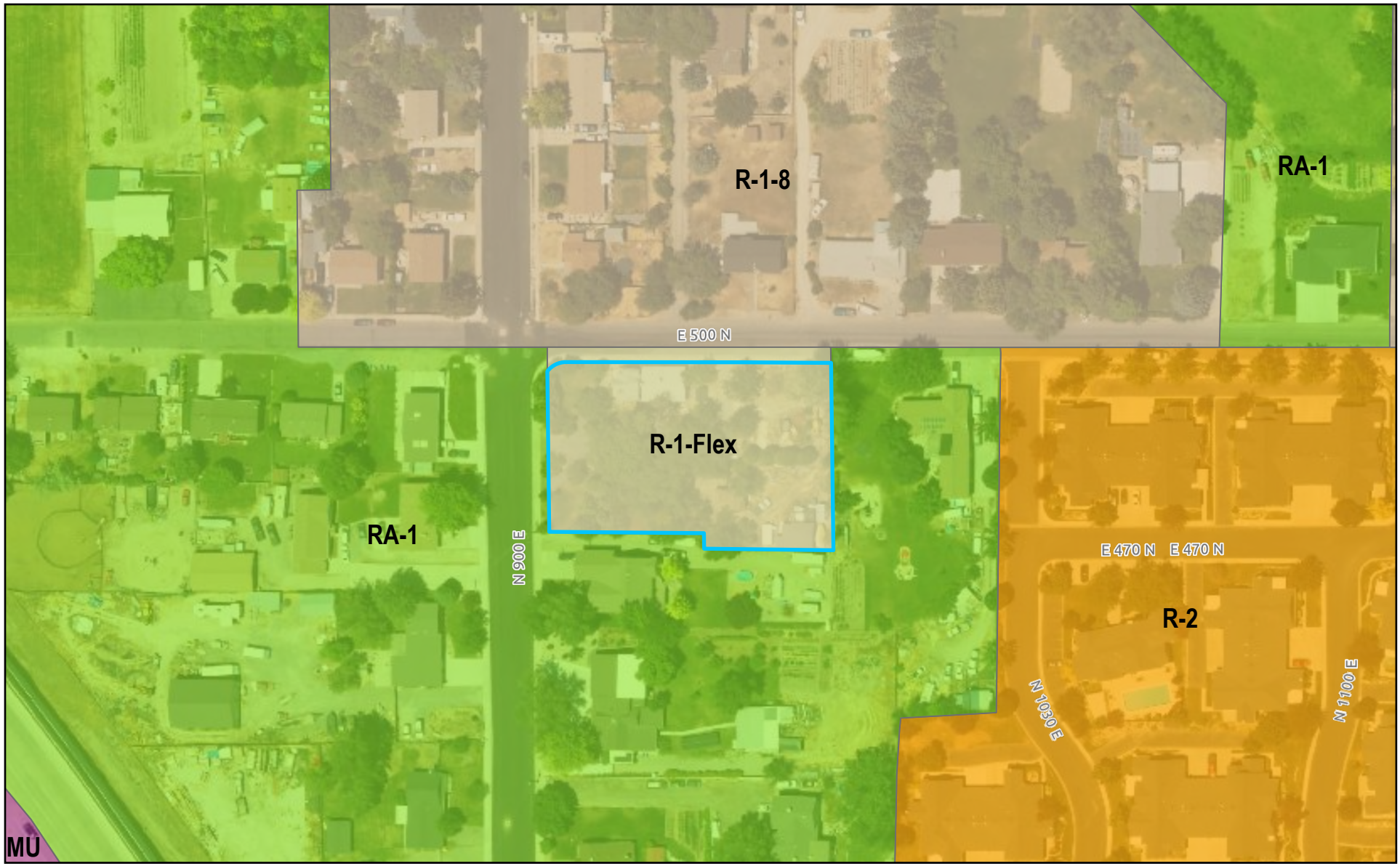


0 155 310 620 Feet

LEHI CITY

498 North 900 East

Zoning



0 155 310 620 Feet

LEHI CITY

Agenda Item No: 10

City Council Agenda Item Report

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

Subject:
Consideration of Ordinance #09-2026, approving a Development Code amendment to Chapter 5, Table of Uses (nonresidential) and Chapter 39 to add Automobile Accessories and Installation.

Suggested Action:

Attachments:

Ord 09-2026

Auto Accessories Development Code Amendment

ORDINANCE NO: 08-2026

AN ORDINANCE AMENDING THE LEHI CITY DEVELOPMENT CODE CHAPTERS 5 (TABLE OF USES-NONRESIDENTIAL) AND 39

WHEREAS, it has become necessary to amend Chapter 5 (Table of Uses- Nonresidential) and Chapter 39 of the Lehi City Development Code; and

WHEREAS, this amendment seeks to add Automobile Accessories Installation and Service as an allowed use in the Code, separate from other Automobile related uses; and

WHEREAS, following a public hearing on February 12, 2026, the Lehi City Planning Commission reviewed the proposed revisions and forwarded a positive recommendation to the City Council; and

WHEREAS, on March 10, 2026, the City Council held a duly noticed meeting to receive public comment and ascertain the facts regarding this matter, which facts and comments are found in the hearing record and which include the staff report, minutes from the Planning Commission meeting of February 12, 2026, and the positive recommendation of the Planning Commission; and,

WHEREAS, after considering the facts and comments presented to the Municipal Council, the Council finds: Chapter 5 (Table of Uses- Nonresidential) and Chapter 39 of the Lehi City Development Code should be amended; and such action furthers the health, safety, and welfare of the citizens of Lehi.

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

PART I:

Chapter 5 (Table of Uses- Nonresidential) and Chapter 39 of the Lehi City Development Code are hereby amended.

PART II:

A. If a provision of this Ordinance 08-2026 conflicts with a provision of a previously adopted ordinance concerning the same title, chapter, and/or section number amended herein, the provision in this Ordinance shall prevail.

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

C. The City Council hereby directs that the official copy of the Lehi City Code be

updated to reflect the provisions enacted by this Ordinance.

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

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

ATTEST

_____ _____

Paul Binns, Mayor Teisha Wilson, City Recorder

State of Utah
County of Utah

Subscribed and sworn/affirmed before me by

_____
Name of Person

This ___ day of _____ _____
Month Year

By_____
Notary Public

AUTOMOBILE ACCESSORIES INSTALLATION & SERVICE DEVELOPMENT CODE AMENDMENT

CITY COUNCIL REPORT

Applicant	Lehi City
Meeting Date	March 10, 2026
Requested Action/Purpose	Approval of a proposed amendment to the Lehi City Development Code
Date of DRC Review	January 28, 2026
Date of Planning Commission Review	February 12, 2026

REQUIRED ACTION

Planning Commission	Review and recommendation
City Council	Final approval

APPLICABLE DEVELOPMENT CODE REGULATIONS

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

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

REPORT ANALYSIS

Lehi City requests approval for a proposed amendment to Chapter 5 and 39 of the Development Code, which aims to add Automobile Accessories Installation and Service as an allowed use in the Code, separate from other Automobile related uses.

The purpose of this update is to provide opportunities for smaller, less impactful automobile-related businesses in more nonresidential zones. There have been recent requests that have fallen under this use that instead were required to seek Development Agreements with the City Council.

The DRC reviewed the proposed amendment and made no comments.

POSSIBLE MOTIONS AND FINDINGS

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

1. The proposed Development Code amendment is/is not in conformance with the purposes, intent, and provisions of the General Plan and its various elements.
2. Additional findings based upon information presented during the public hearing.

PLANNING COMMISSION RECOMMENDATION

The Planning Commission reviewed the proposed amendment on February 12, 2026. The minutes and motion from this meeting are as follows:

3.10) Public hearing and recommendation of Lehi City's request for a Development Code amendment to Chapter 5, Table of Uses (nonresidential) and Chapter 39 to add Automobile Accessories and Installation.

Jacob Curtis presented the item. This amendment will allow opportunities for less impactful auto businesses in the city.

Commissioner Eyre likes that this potentially will cut down on bureaucracy. Curtis explained that the City Council has given staff instructions to amend the code in ways that assist small businesses, and that the Commission will likely be seeing more of this type of amendment.

Commissioner Eyre opened and closed public comment.

> **Motion:** Commissioner Jones moved to give a positive recommendation to the Lehi City Council with the findings that the amendment is in conformance with the purposes, intent, and provisions of the General Plan and its various elements. Commissioner Roberts seconded.
>
> **Vote:** Commissioner Jones, yes. Commissioner Jackson, yes. Commissioner Eyre, yes. Commissioner Kunze, yes. Commissioner Roberts, yes.
>
> Motion passed unanimously.

Auto Accessories Service & Installation Development Code Amendment
DRC Redline Comments

Lehi City- requests review of a Development Code amendment to Chapter 5, Table of Uses (nonresidential) and Chapter 39 to add Automobile Accessories and Installation.

DRC Members Present: Glade Kirkham, Garion Rowett, Ryan Allred, Shelbey Brewer, Kim Struthers, Gary Smith, Gary Ellis, James Farnsworth, Luke Seegmiller, Brad Wilbur
Assigned Planner: Jacob Curtis
Representatives of the Applicant Present: None
Date of Plans Reviewed: 01/15/26
Time Start: 3:27 pm
Time End: 3:27 pm

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

THIS ITEM WILL BE SCHEDULED FOR PLANNING COMMISSION ON FEBRUARY 12, 2026.

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

EST 1852
LEHI CITY
PIONEERING UTAH'S FUTURE

Community Development Department –
Planning Division

153 North 100 East
Lehi, UT 84043
Office 385.201.1030
lehi-ut.gov

January 15, 2026

Narrative –Chapter 5 & 39 Development Code Amendment

The Planning Division is proposing an update to add Automobile Accessories Installation and Service as an allowed use in the Code. The purpose of this update is to provide opportunities for smaller, less impactful automobile related businesses in more zones. There have been recent requests that would have fallen under this use that instead were required to seek Development Agreements with the City Council.

Please contact the Planning Division if you have any questions.

Thank you,

Jacob Curtis, AICP
Planner 3

custom prepared goods and the incidental direct sale to customers. Typical production includes, but is not limited to: custom furniture, ceramic studios, glass blowing, candle making, custom jewelry, stained and leaded glass, woodworking, shoe repair, arts studio, photography studio, custom textile manufacturing, and crafts production.

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

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

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

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

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

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

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

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

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

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

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

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

Auxiliary - Functioning in a subsidiary capacity.

Bakery, Retail – An establishment that produces and sells flour-based foods baked for consumption including bread, cookies, cakes, pastries, and pies.

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

USE	DISTRICT										
	NC	C	C-H	CR	C-1	BP	LI	MU	T/M	PF	HI
Schools	P	P	P	P	P	P	P	P	P	P	P
Sporting Facilities, Arenas		P	P	P		P	P	P	P	P	
Sports Fields and Courts		P	P	P		P	P	P	P	P	
Transit Station	P	P	P	P	P	P	P	P	P	P	P
COMMUNICATION & UTILITIES											
Communication Facilities and Towers [See Sec.12.140]		C	C	C		C	C	C	C	P	
Electrical Substations and Power Transmission Lines, Municipal	P	P	P	P	P	P	P	P	P	P	P
Electrical Substations and Power Transmission Lines, Non-Municipal		C	C	C		C	C	C	C	C	
Oil & Gas Transmission Lines	C	C	C	C	C	C	C	C	C	C	C
Public and Private (with franchise agreement) Utility Underground Lines, and Rights of Way	P	P	P	P	P	P	P	P	P	P	P
Public and Private (with franchise agreement) Utility Buildings and Other Above Ground, Structures	C	C	C	C	C	C	C	C	C	C	C
Renewable Energy System (Solar and Small Wind Energy Systems – see Chapter 19)	P	P	P	P	P	P	P	P	P	P	P
Wind Energy Facility – see Chapter 19										C	
COMMERCIAL/NONRESIDENTIAL USES											
Accessory uses incidental to an authorized use	P	P	P	P	P	P	P	P	P	P	P
Adult Daycare	P	P	P	P		P		P			
Artisan Shop	P	P	P	P		P	P	P			
Athletic Instruction	P	P	P	P		P	P	P			
Automobile Accessories Installation and Service		P	P	P		P	P	P			
Automobile Sales/Rental sites 1 acre or larger			P	P			P				
Automobile Service and Repair		P	P	P			P				

Notes:
P = Uses allowed as a Permitted Use.
P[1]= Single family homes that existed at the time this code was adopted (9/11/12) shall continue; however new single-family dwellings shall only be permitted in areas with remaining density per Map 05.010 Maximum TOD and Mixed Use Density Map.
P[2]= Allowed provided there is remaining density as allocated per Map 05.010 Maximum TOD and Mixed Use Density Map.
P[3]= Only permitted for Financial Services and Pharmacy uses that: 1) are on a parcel adjacent to a UDOT Principal Arterial or along the 2100 North Corridor, 2) incorporate pedestrian-oriented design elements into the site plan (such as pedestrian walkway or trail), and 3) are designed to shield headlights from adjacent properties.
C = Uses allowed as a Conditional Use. Uses not identified as either a Permitted or Conditional Use are deemed to be prohibited.
[*] All uses in the Planned Community and Resort Community Zones must be authorized through an Area Plan pursuant to Chapter 15or through a Land Use Plan pursuant to Chapters 38 and 39. All uses in the Transit Oriented Development Zone must be authorized by a Land Use Plan pursuant to Chapter 38 and 39.