



Lindon City Council Staff Report

Prepared by Lindon City
Administration

February 5, 2024

Notice of Meeting of the Lindon City Council



The Lindon City Council will hold a meeting at **5:15 pm on Monday, February 5, 2024** in the Lindon City Center Council Chambers, 100 North State Street, Lindon, Utah. Meetings are typically broadcast live at www.youtube.com/user/LindonCity. The agenda will consist of the following:

Scan or click here for link to download agenda & staff report materials:



REGULAR SESSION – 5:15 P.M. - Conducting: Carolyn Lundberg, Mayor
Invocation: Carolyn Lundberg, Mayor
Pledge of Allegiance: By invitation

(Review times are estimates only)

- 1. Call to Order / Roll Call** *(2 minutes)*
- 2. Presentations and Announcements:** *(5 minutes)*
 - a) Comments / Announcements from Mayor and Council members.
- 3. Open Session for Public Comment** *(For items not listed on the agenda)* *(10 minutes)*
- 4. Council Reports** *(20 minutes)*
- 5. Administrator's Report** *(5 minutes)*
- 6. Approval of Minutes** — The minutes of the regular City Council meeting of January 16, 2024 will be reviewed. *(5 minutes)*
- 7. Consent Agenda** — *(Items do not require public comment or discussion and can all be approved by a single motion. The following consent agenda item was presented for approval.* *(5 minutes)*
 - a) 2024 Arbor Day Proclamation declaring May 3, 2024 as Lindon City Arbor Day.
- 8. Public Hearing — (Continued from September 18, 2023) - Ordinance #2024-1-O; Mark Weldon Zone Change.** The Council will review a recommendation by the Lindon City Planning Commission for approval of Ordinance #2024-1-O to change the Zoning Map designation of the subject property from Commercial General-A8 (CG-A8) to Mixed Commercial (MC) with architectural standards approved through an associated Development Agreement. *(30 minutes)*
- 9. Review & Action – Resolution #2024-6-R approving a Development Agreement associated with the Mark Weldon (WICP) Zone Change.** The Council will review and consider Resolution 2024-6-R approving a Development Agreement between WICP Orem West #4 LLC and Lindon City for property improvements & development standards located at 625 N. 2800 W., Lindon. *(5 Minutes)*
- 10. Review & Action - Resolution #2024-3-R Amending street name in Anderson Farms development.** The Council will consider a request to correct a street name labeling error. City staff request that a section of Briarwood Lane, between Ledgebrook Lane and Anderson Blvd, be renamed to Wheatgrass Lane. No residential addresses are impacted by this change. *(10 Minutes)*
- 11. Public Hearing: Resolution #2024-4-R; FY2023-24 Budget and Fee Schedule update.** The Council will review and consider updates to the FY23-24 budget and fee schedule as presented. *(20 minutes)*

12. Recess to Lindon City Redevelopment Agency Meeting (RDA).*(10 Minutes)*

- 13. Review & Action - Resolution #2024-5-R. North Pointe Solid Waste Special Service District Board appointment adjustment.** The Council will consider a request by NPSWSSD amending the appointment of Lincoln Jacobs to the NPSWSSD Board to an alternate Lindon representative, and retain the current chair of the Board, Mike Vanchiere, as Lindon's representative until Utah County appoints Mr. Vanchiere as their at-large board member. *(5 Minutes)*

- 14. Review & Action - Union Pacific crossing agreements.** The Council will review and consider two at-grade crossing license agreements with Union Pacific Railroad Company for crossings of the Lindon Heritage Trail and associated railroad improvements near 1600 North (Vineyard) and 2800 West (Lindon). Agreement 0769958 (1600 N) license fee = \$38,517.00; Agreement 0784054 (2000 W) fee = \$28,000.00. Costs of the license agreements will be covered by the City with primary costs of the crossing and trail improvements paid for by grant funding obtained through MAG. Lindon has a 6.77% match on the total project costs. *(10 Minutes)*

- 15. Closed Session** to discuss deployment of security personnel, devices, or systems per Utah Code 52-4-205(1)(f). This session is closed to the general public. *(15 Minutes)*

- 16. Review & Action: Master Services Agreement; Flock Group, Inc..** The Council will review and consider a Master Services Agreement between Lindon City and Flock Group, Inc. for installation of a camera system to assist in security and policing activities within Lindon City. *(5 Minutes)*

Adjourn

All or a portion of this meeting may be held electronically to allow a council member to participate by video conference or teleconference. Staff Reports and application materials for the agenda items above are available for review at the Lindon City Offices, located at 100 N. State Street, Lindon, UT. For specific questions on agenda items our staff may be contacted directly at (801)785-5043. City Codes and ordinances are available on the City web site found at www.lindoncity.org. The City of Lindon, in compliance with the Americans with Disabilities Act, provides accommodations and auxiliary communicative aids and services for all those citizens in need of assistance. Persons requesting these accommodations for city-sponsored public meetings, services programs or events should call Britni Laidler, City Recorder at 801-785-5043, giving at least 24 hours-notice.

CERTIFICATE OF POSTING:

I certify that the above notice and agenda was posted in six public places within the Lindon City limits and on the State (<http://pmn.utah.gov>) and City (www.lindoncity.org) websites.

Posted by: /s/ **Britni Laidler, Lindon City Recorder**

Date: **February 2, 2024; Time: 5:00 p.m.**; Place: Lindon City Center, Lindon Police Dept., Lindon Community Development, Lindon Public Works, Lindon Community Center, Lindon Justice Court

Meetings are typically broadcast live at www.youtube.com/user/LindonCity

REGULAR SESSION – 5:15 P.M. - Conducting: Carolyn Lundberg, Mayor

Invocation: Carolyn Lundberg, Mayor

Pledge: By invitation

Item 1 – Call to Order / Roll Call

February 5, 2024 Lindon City Council meeting.

Carolyn Lundberg
Van Broderick
Cole Hooley
Jake Hoyt
Lincoln Jacobs
Steve Stewart

Item 2 – Presentations and Announcements

a) Comments / Announcements from Mayor and Council members.

Item 3 – Open Session for Public Comment *(For items not on the agenda - 10 minutes)*

Item 4 - COUNCIL REPORTS:

(20 minutes)

- | | |
|--|--------------------|
| A) MAG/MPO, COG, UIA, Utah Lake Commission, ULCT, Youth Council, Public Relations (media) | – Carolyn Lundberg |
| B) Public Works/Eng., Irrigation Co. Representative, Cemetery, Facilities/Building | - Van Broderick |
| C) CTC, Healthy Utah, 2024 Centennial Celebration, Historical Commission, Tree Board | - Cole Hooley |
| D) Police/Fire/EMS, CERT, Economic Dev., Lindon Days, Utah League of Cities & Towns Alternate | - Jake Hoyt |
| E) Transfer Station Board, Planning Commission, Community Development/General Plan, Parks & Trails | - Lincoln Jacobs |
| F) Youth Council (Lead Advisor), Econ. Dev, PG/Lindon Chamber of Comm., Senior Center, Edu. grants | - Steve Stewart |

Item 5 - ADMINISTRATOR'S REPORT

(10 minutes)

Misc. Updates:

- February 22nd (**Thursday meeting** -Budget Kickoff)
- Next regular meeting is March 4th
- March 2024 newsletter assignment (due February 26th): Van Broderick
- ULCT Spring Conference, April 17th-19th – registration?
- Joint Orem / Lindon council meeting: April 25th @ 3:00pm @ Orem Council chambers
- Legislative updates – ULCT has an active tracking list to view bills that will potentially impact cities here: <https://ulct.engagifii.com/public/lbt-report/4832/schedule-false>
Here's a few significant pending bills that will or may impact the city:
 - **HB 257** – [Sex-based Designations for Privacy](#); passed
 - requires government entities to:
 - report allegations of certain criminal offenses to law enforcement;
 - adopt a privacy compliance plan;
 - provide a single-occupant facility in new construction; and
 - consider the feasibility of certain retrofit or remodel projects;
 - requires the state auditor to investigate government entity compliance with certain requirements;
 - requires the attorney general to impose fines on political subdivisions that fail to cure noncompliance that the state auditor identifies;
 - **SB 91** - [Local Government Officers Compensation Amendments](#)
 - Requires a separate public hearing for any change in compensation to elected or appointed officers (council, planning commission, city administrator, recorder, engineer, etc.)
 - **HB 306** – [Residential Housing Amendments](#)
 - Preempts all zoning laws state-wide to allow up to 8 units to the acre if a percentage of the units meet certain moderate income housing prices.
 - **HB 354** – [Truth in Taxation Revisions](#)
 - Requires all property tax increases by any taxing entity to go through a public voting process in years 2024-2027.
 - **SB 0086** – [Local Government Bonds Amendments](#)
 - Unless the bond is approved by voters, caps borrowing limit for lease revenue bonds at \$10M for municipalities; \$30M for school districts. (PG used this financing tool for the Hale Theater at approximately \$35M)
 - **HB 84** - [School Safety Amendments](#)
 - Requires armed personnel, security guards, or school resource officers (SRO) at all schools; requires additional training for police dept & changes to SRO contracts/policies.
- Misc. Items.

Item 6 – Approval of Minutes

- Review and approval of City Council minutes: **January 16, 2024 Regular City Council Minutes will be reviewed.**

2 The Lindon City Council regularly scheduled meeting on **Tuesday, January 16, 2024, at**
 4 **5:15 pm** in the Lindon City Center, City Council Chambers, 100 North State Street,
 Lindon, Utah.

6 **REGULAR SESSION – 5:15 P.M.**

8 Conducting: Carolyn Lundberg, Mayor
 Invocation: Cole Hooley, Councilmember
 10 Pledge of Allegiance: Chief Brower

12 **PRESENT** **EXCUSED**

Carolyn Lundberg, Mayor
 14 Van Broderick, Councilmember
 Jake Hoyt, Councilmember
 16 Steve Stewart, Councilmember
 Cole Hooley, Councilmember
 18 Lincoln Jacobs, Councilmember
 Adam Cowie, City Administrator
 20 Brian Haws, City Prosecutor
 Mike Florence, Community Dev. Director
 22 Britni Laidler, City Recorder

24 1. **Call to Order/Roll Call** – The meeting was called to order at 5:15 p.m.

26 2. **Presentations and Announcements:**

28 a) Employee Recognition Award - Kyle Jensen, Public Works Inspector & Blue
 30 Stakes Technician was recognized. Mr. Cowie read comments submitted by co-
 workers stating their appreciation for the work he does and stating how he goes
 32 above and beyond in all aspects. The council members thanked Mr. Jensen for his
 work and dedication.

34 b) Presentation: Lindon Character Connection – Kathy Allred was present to award
 students for the 2024 Lindon Character Connection. Ms. Allred stated she has
 36 been doing this program for 31 years. Ms. Allred gave a brief history of the
 Character Connection Program noting they have partnered with Wasatch Mental
 38 Health in putting together a calendar from the art submitted by students. Ms.
 Allred presented contributors to the Character Connection followed by awarding
 40 the students with an award and a picture with Mayor Lundberg and the council.
 Following the presentation, the Mayor and Council congratulated the students and
 42 thanked Ms. Allred for her dedicated service to the Character Connection
 program.

44 c) Comments / Announcements from Mayor and Council members.

46

2
3. **Open Session for Public Comment** – Mayor Lundberg called for any public
4 comments.

6 **Belva Parr** stated she lives between Oak Canyon Junior High and Rocky Mountain
8 Elementary. She started by voicing appreciation for the Public Works Department and the
10 work that they do to help keep the roads clear from snow. However, she has noticed the
12 sidewalks at pioneer park and the trail that goes around the park are not plowed. She is
concerned that there is about 7 feet of snow right there, and it is causing children to walk
into the road to be picked up and is concerned with the ice and safety of the children. Mr.
Cowie stated that he will reach out to Public Works and see what they can do to help
remedy this.

14
4. **COUNCIL REPORTS:**

16 **Councilmember Hoyt** – Councilmember Hoyt reported that he attended the Chamber of
18 Commerce meeting with some of the other council members and stated that it was a great
event. He also reported that he recently represented the council for the NOVA
20 graduation at Lindon Elementary and voiced what a great program it is. He then voiced
the benefit he sees having a resource officer in schools.

22 **Councilmember Broderick** – Councilmember Broderick presented the new Lindon
24 water covers for the city that will help streamline things to run more efficiently. He also
stated that Public Works is starting a plow tracking website that will help make Lindon
26 even more efficient in the removal of snow.

28 **Councilmember Stewart** – Councilmember Stewart reported on the Youth Council
meeting with Jamie Jensen from the Lindon Senior Center that was held last week. He
30 then let the council know that on January 17th the Youth Council are going to the State
Capital for Local Officials Day. He also reported that he met with the Chamber of
32 Commerce to hear State of the Cities, and stated Mayor Lundberg did a great job.

34 **Councilmember Jacobs** - Councilmember Jacobs reported that he attended the Planning
Commission virtually last week and noted the appointment of Chairperson Johnson and
36 Vice-Chairperson Kallas for the commission. He also stated that he met with Mr.
Bateman at the Parks and Recreation Department and learned more about what is going
38 on there.

40 **Councilmember Hooley** – Councilmember Hooley reported that he attended the
Chamber of Commerce meeting also, and stated what a nice event it was. He then noted
42 that he met with Jamie Jensen at Senior Center and voiced excitement to work with her
and the Lindon Cares program.

Mayor Lundberg – Mayor Lundberg reported that she and Mr. Cowie had recently met with Mr. Dowdle and announced that March 25th will be the big event for the unveiling. She also noted that the Parks and Recreation Department is putting on a Roaring 20s event as a kickoff for Lindon’s Centennial. She stated you can find a centennial link on the Lindon City homepage to see all the upcoming events. She then stated that she attended the swearing-in of new City Council members in Orem. She closed by letting the council know that she met with Mountainland Association of Government for some regional planning and stated that they compiled a list of top 10 transportation needs to help obtain funding for our region.

Administrator’s Report: Mr. Cowie reported on the following items.

Misc. Updates:

- Next regular council meetings: February 5th, February 22nd (Thursday meeting - Budget Kickoff)
- February 2024 newsletter assignment (due January 22nd): Lincoln Jacobs
- Building Inspector Gary Hoglund retired
- Centennial Celebration:
 - February 3rd, Roaring 20’s Throwback dance & activities.
 - March 25th at 6:30pm at Community Center; Dowdle centennial painting unveiling.
 - Potential for limited signature prints available for sale as a split with Dowdle discussed.
 - Dowdle Puzzle cost and presale discussed.
- Misc. Items.

6. Approval of Minutes – The minutes of the regular City Council meeting of January 2, 2024 will be reviewed.

COUNCILMEMBER HOYT MOVED TO APPROVE THE MINUTES OF THE REGULAR CITY COUNCIL MEETING OF JANUARY 2, 2024 AS PRESENTED. COUNCILMEMBER BRODERICK SECONDED THE MOTION. THE VOTE WAS RECORDED AS FOLLOWS:

COUNCILMEMBER BRODERICK	AYE
COUNCILMEMBER HOYT	AYE
COUNCILMEMBER STEWART	AYE
COUNCILMEMBER HOOLEY	AYE
COUNCILMEMBER JACOBS	AYE

THE MOTION CARRIED UNANIMOUSLY.

7. Consent Agenda Items – There were no Consent Agenda items at this time.

CURRENT BUSINESS

8. Public hearing to amend Title 17.41 – Anderson Farms Planned Development (Ordinance #2024-3-O) and; 8(b): Amend the Anderson Farms Master Development Agreement (Resolution #2024-1- R). The applicant requests an amendment to modify requirements relating to lot frontage, coverage, setbacks, development & road design, lot size, and lot type in the AFPD zone, and modify the development plan for Parcel H as identified in the Anderson Farms Master Development Agreement.

Mike Florence, Community Development Director presented this agenda item noting that the applicant Brad Mackey was present. Mr. Florence stated that this is the final phase of the planned development and reminded the council that in 2016 Lindon City adopted the Anderson Farms Planned Development Zone. In addition, the city also entered into a development agreement with Ivory Development that guides development and infrastructure for the Anderson Farms neighborhood. Under the development agreement Ivory Development is allowed to construct 500 single-family and townhome units and 380 multi-family units. Mr. Florence then stated that Parcel H is the final detached single-family and townhome phase of the development. The current concept plan for Parcel H allows Ivory Development to construct a combination of detached single-family homes and townhomes.

Mr. Florence stated that Ivory Development is proposing to amend the design and some of the development specifications of Parcel H. This proposal will divide Parcel H into four phases of H1-H4. Phases H1-H3 will be a combination of forty-nine large and small detached single-family lots. Phase H4 is proposed to be thirty townhomes. The completion of Parcel H would bring the total single-family and townhome count to 485 units. Mr. Florence then presented the 17.41 Ordinance amendments as follows:

- The existing side yard setback requirement in the ordinance calls out 5’/5’. However, the development agreement has a side yard setback requirement of 6’/6’. The ordinance fixes an inconsistency between the city code and the development agreement.
- The ordinance amendment would adopt the different setback requirements for Phase H only.
- The proposed amendment would allow for one flag lot with a 15’ frontage. A typical frontage in the city subdivision code is 25’.
- The proposed amendment allows for 6 double frontage lots on Phase H3 but does not allow vehicles access.
- The proposed amendment sets a maximum building coverage for Parcel H so that the entire lot is not covered in buildings.

Mr. Florence then went over the proposed amendments to Tile 17.41 Anderson Farms Planned Development Zone and the Master Development Agreement for Anderson Farms for parcel H only. The summary was as follows:

- Development Agreement Amendments

- Exhibit B of the staff report was presented as the approved concept plan in the development agreement and establishes the layout and design of the project. It also provides the number of lots, density, lot sizes and area of each phase.
- Proposed Parcel H divides this phase into four phases. Phases H1-H3 are single-family phases with H4 being a townhome phase.
- The development agreement calls out the following for the single-family phase of Parcel H. Proposed amendments to Parcel H are highlighted below:
 - Total number of single-family and townhome lots: 66 (22 single-family, and 34 townhome).
 - Proposal: forty-nine single-family homes and 30 townhomes.
 - Even though this phase is higher in unit totals it is still less than the total development unit count allowed in the development agreement. With Parcel H the total unit count for the entire development is 485 and the development agreement allows 500. Two of the phases had fewer single-family homes entitled then were allowed in the development agreement and Parcel G did not include the eight townhomes that were allowed.
 - Parcel H has a density call out of 3.92 units per acre for single-family and 8.58 for the townhomes.
 - Proposal: Parcel H would provide for a mix of densities. With single-family lots ranging in size from 13,817 to 2,925 square feet.
- Exhibit K of the staff report was presented to outline the setbacks and lot sizes for each phase of the development.
 - Parcel H currently has setback requirements of 20' front, 20' rear, 6' side yard and 15' roadside yard.

Single-Family Setbacks

	Front Setback	Rear Setback	Side Setback	Side Corner Setback	Minimum Lot Size	Minimum Lot Coverage
Parcel H1	20'-0'	20'-0'	6'/6'	15'-0'	8000 sq ft	60%
Parcel H2	12' to living space 18' to garage	20'-0'	5'/5'	15'-0'	6600 sq ft	60%
Parcel H3	12' to living space 18' to garage	10'-0'	4'/4'	10'-0'	2800 sq ft	65%

2

Multifamily Setback

	Front Interior Setback	Corner Side and Perimeter Setback	Interior Side Setback	Rear Setback	Setback between Separate Buildings
Parcel H4	0'-0'	10'-0'	0'-0'	10'-0'	24'

4

Mr. Florence then presented the Alternative Concept Plan, and addressed some potential disadvantages it could have. He noted that the proposed plan does have a better flow from the larger lots into smaller lots and into the townhomes area. Councilmember Hoyt asked for clarification on the driveways in the townhome area. Potential parking situations were discussed. Mr. Mackey presented the new townhome design stating that it gives a little more private backyard space. He noted that these homes could fulfil an affordable housing criterion and is open to working with the city on that potential. He then addressed the parking situation that Councilmember Hoyt had presented. He let the council know that there would be parking restrictions through a CC&R and went over those restrictions to help mitigate parking issues. Mayor Lundberg asked for clarification on if these homes would be for sale or for rent, Mr. Mackey stated that as of now these are slated to be sold. Following general discussion, Mayor Lundberg called for a motion to open the public hearing.

18

COUNCILMEMBER HOYT MOVED TO OPEN THE PUBLIC HEARING.
COUNCILMEMBER BRODERICK SECONDED THE MOTION. ALL PRESENT
VOTED IN FAVOR. THE MOTION CARRIED

22

Potential renderings of the homes available for those lots were presented and the applicant explained the different options to the council. Similar types of homes found in Lehi were also presented to the council. Councilmember Broderick voiced concern over parking in those pictures stating that there were no cars parked in the garage, instead they were parked in the driveways. Councilmember Jacobs asked for greater clarification on the CC&R's and the restrictions they have put in place to help manage parking issues.

30

Mayor Lundberg then stated that she has heard good things from people in the Anderson Farms area with excitement for these homes and the potential ability it allows for their children to buy and live in Lindon. Mr. Mackey stated that they tried to produce mixed sizes to allow for a variety in price points, to allow for the ability for people to have access to affordable housing.

36

Mr. Florence then let the council know that the city has looked at the road cross sections at 1200 W and Wheatgrass Lane, and presented the renderings for the roads to the council. He noted that the engineering department had concern for the amount of traffic coming from the townhomes and would like to see a center turn lane and noted that on Wheatgrass Lane they would like to see a wider roadway. Different proposals

40

2 were then presented by Mr. Florence. Councilmember Broderick inquired about the park
 4 strip and who would be maintaining those. Mr. Florence stated it would be the city, and
 those park strips would be filled with trees along with waterwise landscaping.

6 Mr. Florence then went over the Ordinance Amendment and what items would be
 8 amended. Councilmember Hooley asked on a timeline of these development plans and
 10 what motivates the alternative concept plan having the road run through versus a cul-de-
 12 sac. Mr. Florence stated that the road in question would not qualify for a cul-de-sac due
 to the size of the road in terms of length. He also explained that the original concept plan
 changed due to them proceeding to build while waiting for the purchase of land by the
 city. Mr. Mackey stated that with the change previously mentioned, it changed the way
 they could design the lots in order to meet the number of units they are entitled to.
 14 General discussion followed.

16 **Ron Anderson** voiced concern on the roadways, and how hard it is getting into
 and out of that area. He then voiced his concern with 1200 West, due to that road not only
 18 will be serving the homes in the development, but also the industrial traffic. He stated
 appreciation for what was done, but requested not having park strips due to trucks going
 20 through there and the tight fit it would be and believes that wider roads would be more
 beneficial in that area.

22 Mayor Lundberg called any other public comment, hearing none she called for a
 24 motion to close the public hearing.

26 COUNCILMEMBER HOYT MOVED TO CLOSE THE PUBLIC HEARING.
 COUNCILMEMBER BRODERICK SECONDED THE MOTION. ALL PRESENT
 28 VOTED IN FAVOR. THE MOTION CARRIED.

30 Councilmember Hoyt asked about the 4 ft side set back and if there are other
 areas in Lindon that have that same amount, it was discussed that the current lowest is 6
 32 ft. Councilmember Hoyt noted this would be the smallest single lots and lowest side
 setbacks by 2 feet. He then stated that he loves what Ivory has done in G, and loves the
 34 look of the homes in H. However, because this is a new type of density to Lindon, he is
 having a hard time with the H3 units and the lot sizes. He stated that he is worried it
 36 introduces another type of density to Lindon, and stated he has seen these types of homes
 in Lehi and feels like they present a tight feeling. Councilmember Hoyt reminded the
 38 council that in 2016 for the original vote, he was a nay.

40 Councilmember Broderick voiced he is having hard time with the side setbacks
 and uncomfortable with how close they are. He then stated he would rather have
 42 townhomes than the close single family homes with small side setbacks. Councilmember
 Hoyt then questioned the potential option for further exploration of this site plan for a
 44 more desirable outcome. Councilmember Jacobs voiced his concern with the townhomes
 and the driveways stating he went and looked at the other homes in the Anderson Farms

2 area and noticed that out of 128 driveways 58 of them had cars in the driveway and were
 not utilizing their garage. He voiced concern with the parking issues that could arise with
 4 this plan and noted that he would like to see a full driveway to help keep cars off the
 street. Councilmember Jacobs then stated he did note that with the city purchasing the
 6 land, it did cause Ivory to have to change plans to get to this point.

8 Councilmember Stewart voiced appreciation for the forward-thinking concept and
 making sure that the roadway will have better access stating that he is for removing more
 10 than just one park strip to help produce a wider road. Mr. Florence then presented the
 measurements with and without the park strips to the council explaining that this road
 12 would need to be evaluated further by the city engineers. Councilmember Stewart stated
 that he does not see it as a residential road, he sees it as an access road to the commercial
 14 area and neighborhoods. Mr. Cowie stated that the extra 6 feet that would be added by
 removing the park strip would not add much workable space such as parking, it just
 16 produces a wider road. Discussion on the potential for a smaller park strip was discussed
 amongst the council. Mr. Cowie then presented to the council a graphic showing how the
 18 road in discussion fits in between the development in discussion and the apartments on
 the other side of the road for greater clarification. Commissioner Hooley then asked about
 20 the potential speed management on the 1200 W road. Mr. Florence stated that park strips
 do make it appear smaller, and that tends to make traffic slow. Future light placement by
 22 UDOT was discussed for the future of the roadways to help disperse traffic also.

24 Following some general discussion Mayor Lundberg voiced that she sees Ivory
 producing more obtainable housing for our children and the growth of the county. She
 26 noted how Ivory Homes has been a great partnership, and with growth happening, this
 development would help allow our children to buy homes and have that American dream.
 28 She then addressed the importance of density in order to have transportation opportunities
 later on. Councilmember Stewart stated that he thinks it is a beautiful development, and
 30 has friends in that community, and they love it. He does have a hard time with the lot size
 and setbacks; however, those places will be desirable to somebody to allow them to have
 32 a home stating it brings variety to the area, and he thinks the masterplan is very well
 done.

34 Councilmember Hooley addressed the terms of setbacks for greater clarification.
 36 He stated he went and looked at the Lehi developments, and stated the side setbacks
 weren't as big of an issue for him. However, the cars overflowing into sidewalks seemed
 38 to be a larger issue, so the front setbacks were more of a concern. Discussion on the
 potential of expanding the front setback followed. Councilmember Hoyt stated what is
 40 hard about these are that they may be precedent setting and worries what we do here may
 be brought up later with other developments expecting same setbacks. Concerns
 42 discussed of potential for homes to be rented versus sold.

44 Councilmember Broderick voiced his thoughts on this by stating that there are
 reasons people love Lindon, and it isn't because of 4 ft setbacks. Councilmember Jacobs

2 voiced his concern for parking in the development and the impact CC&R's can have on
 4 making sure people use garages for parking. Mr. Mackey stated they could potentially
 6 add 8 more stalls to help alleviate some of those concerns about added parking. He also
 8 addressed the CC&R restrictions, and how they work in other developments currently.
 Councilmember Broderick asked the applicant the possibility for there to be one or two
 lots taken out to allow for larger setbacks. Mr. Mackey stated that would not be an
 option.

10 Following some general conversation, Mayor Lundberg called for any further
 12 discussion or comments from the Council. Hearing none she called for a motion.

14 COUNCILMEMBER STEWART MOVED TO APPROVE ORDINANCE
 16 AMENDMENT 2024-3-O AS PRESENTED WITH CHANGES TO FRONT
 SETBACKS IN THE H2 AND H3 ZONE TO 20'. THERE WAS NO SECOND.
 THE MOTION FAILS.

18 *Discussion on councilmembers apprehension voiced by each councilmember.*
 Councilmember Broderick stated he is not ok with lot size and side setbacks.
 20 Councilmember Hoyt stated his concerns are the same as Councilmember Broderick.
 Councilmember Hooley stated it's challenging to compare the old and new design and
 22 would like more information on the old designs versus the currently accepted one.

24 Mr. Mackey addressed some of the questions brought up by Councilmember
 Hooley. He noted that the potential of more townhomes and smaller lots was the older
 26 plan versus the presented plan with smaller lots and more single-family homes.
 Councilmember Hooley stated he would be willing to continue this item to allow more
 28 time to research it and get input from the public. Mr. Mackey noted that the alternate
 concept isn't exactly what Ivory may end up doing, it was just to show another potential
 30 design and he is not locked into that concept plan.

32 Mayor Lundberg asked for clarification from the council that they are saying they
 would prefer more townhomes and larger lots, versus the design presented. Mr. Cowie
 34 explained to the council that Ivory has the option to bring in more units than they are
 presenting. Mr. Florence presented to the council the original agreement with a focus on
 36 section 3.1 stating the developer can adjust density on property as long as it doesn't
 exceed the maximum number of units of 500. Mr. Mackey let the council know that they
 38 will likely go back to the original plan for townhomes and smaller lots if the amendment
 does not pass. Mayor Lundberg stated that if the council would like to work with Ivory
 40 on this development, they would need to continue this, rather than deny.

42 Councilmember Hoyt voiced his concerns on the significantly different plan than
 the original plan. Councilmember Hooley stated he would like to continue this item to
 44 give more time to speak with residents and have more questions answered. Mayor
 Lundberg asked Mr. Mackey if the new lots would resemble the original. He stated that it

may resemble it, however they may create more townhomes in those areas to fit with the original plan.

Following some general conversation, Mayor Lundberg called for any further discussion or comments from the Council. Hearing none she called for a motion.

COUNCILMEMBER HOYT MOVED TO CONTINUE ORDINANCE AMENDMENT 2024-3-O AS PRESENTED COUNCILMEMBER HOOLEY SECONDED THE MOTION.

THE VOTE WAS RECORDED AS FOLLOWS:

COUNCILMEMBER BRODERICK AYE

COUNCILMEMBER HOYT AYE

COUNCILMEMBER STEWART AYE

COUNCILMEMBER HOOLEY AYE

COUNCILMEMBER JACOBS AYE

THE MOTION CARRIED UNANIMOUSLY.

COUNCILMEMBER HOYT MOVED TO CONTINUE RESOLUTION AMENDMENT 2024-2-O AS PRESENTED. COUNCILMEMBER HOOLEYSECONDED THE MOTION.

THE VOTE WAS RECORDED AS FOLLOWS:

COUNCILMEMBER BRODERICK AYE

COUNCILMEMBER HOYT AYE

COUNCILMEMBER STEWART AYE

COUNCILMEMBER HOOLEY AYE

COUNCILMEMBER JACOBS AYE

THE MOTION CARRIED UNANIMOUSLY.

9. 9(a): Minor Subdivision Plat– Anderson Farms Apartments– Approx. 1200 W. 500 N. and 9(b): Anderson Farms Apartments Site plan approval. The applicant requests site plan approval for a 380-apartment project. Section 4.2.9 in the Anderson Farms development agreement states that the Anderson Farms Apartments site plan must appear before the City Council for final approval.

Mr. Florence presented this agenda item and noted the applicant is present. Mr. Florence stated that the applicant is requesting to subdivide the 13.26-acre property into two lots for phasing, construction, and financing purposes. Mr. Florence stated that phasing the construction ensures that the project is more manageable for the construction team and helps to manage the overall cost over time. Mr. Florence noted that The Anderson Farms Planned Development zone does not have any specific development standards like lot size, width, depth, or frontage. Instead, it simply refers to the development agreement. The development agreement does not provide a required frontage for lots within this phase of the overall Ivory Homes development. All other phases do have development standards regarding lot size, width, depth, and frontage.

Mr. Florence then went on to state that as part of this minor subdivision, the applicant will improve the north side of 500 N. Anderson Farms Plat H, the neighboring phase to the west and will construct the entirety of 1200 W. as per the development agreement and an agreement between Ivory Homes and ICO Development. He then went over the proposed change that is being made to the current street cross-section of 1200 W, although no change will be made to the street right-of way width. This proposed change will widen the asphalt to allow for a middle turning lane, while also taking out the planter on the east side of the street. He stated that the city engineer believes that this will increase the safety of residents who are driving on 1200 W. He then noted that because the east side planter may be removed, any required utilities, for streetlights or fire hydrants, may need to be installed on the property for the apartments. If that is the case, additional easements will need to be added to the plat to ensure that the city can access these utilities for maintenance. A condition has been added to the minor subdivision motion to coordinate all utilities with the 1200 W cross-section. He then presented the setback requirements stating Anderson Farms zoning district provides minimum residential setbacks for single-family homes.

Lot 1

North Setback (side) - from Building C	31'
East Setback (rear) - from covered garages	0'
South Setback (side) – from Building F to 500 N.	11'8"
West Setback (front) – From Building F&G to 1200 W.	About 11'10"

Lot 2

North Setback (side) - from Building B	76'6"
East Setback (rear) - from covered garages	0'
South Setback (side) – from Building A	25'9"
West Setback (front) – From Building J&H to 1200 W	About 18'8"

Mr. Florence then addressed the parking, stating that the proposed development will provide 724 parking stalls, with 1.91 parking stalls per unit. These stalls are provided in three areas:

- Surface parking: 544 stalls
- Tuck-under building garage parking: 126 stalls
- Detached garage parking: 54 stalls.

He noted that the development includes 17 ADA stalls, which meets the ADA parking requirement. The “tuck-under garage” parking stalls are located within the apartment buildings, and the “detached garage” parking stalls are located in stand-alone garages on the east side of the project, and he stated that garage parking stalls will be assigned to units. The surface parking will be free for tenants and visitors.

Mr. Florence then presented the landscaping and amenity spaces, noting that the applicant has provided 98,884 sq ft or 2.27 acres of landscaping. 19% of the landscaping is lawn and 81% of the landscaping is more waterwise, like planting beds with rock mulch. The landscaping plan includes trees lining the north property line, and trees in tree grates along 500 N to the south. Mr. Florence stated aside from the typical landscaping areas, five amenity areas will be provided for the residents. Those are as follows:

- Club House – fitness center, business center, yoga classroom, club room, mail center, dog spa, and leasing area.
- A community pool and spa amenity space next to the clubhouse. This area also includes seating and lounge furniture areas, a fire pit, a grilling station, and shade structures. This area will be landscaped with a few trees and shrubs.
- A park/tot lot amenity space located next to 1200 W, which will have playsets, picnic tables, park benches, and a small walking path. This will be landscaped with mostly shade trees, a few shrubs, and lawn.
- A community green space located just north of the clubhouse pool area, with a pickleball court, a half basketball court, a fire pit, a putting green, etc. This area will be landscaped with shade trees, shrubs, raised garden planters, and ornamental grasses.
- A dog park, with artificial turf and park benches. This area will be landscaped with a few trees and shrubs along the outside of the dog park.

It was noted that staff believes that the applicant has provided an adequate amount of landscaping and amenities. Lindon's current waterwise landscaping requires that lawn in multifamily developments shall not exceed twenty percent (20%) of the total landscaped area, outside of active recreation areas. This meets our requirements. The amenities will be of great value for the future Lindon residents that will live in this development.

Mr. Florence then addressed the design standards, letting the commission know that staff believes that the developer has provided a great amenity package for future residents. He noted that the elevations are attractive and show a great amount of architectural detailing with multiple materials, windows and a good majority of units will have balconies. He noted that this development will be the highest-density housing project that Lindon has permitted, and this project will provide housing for future residents of Lindon, and opportunities for many individuals to live within the city.

Mr. Cowie then let the council know he reached out to get information on the projected impact this development would have on the local schools, stating that he was informed that apartment units do not tend to produce a lot of students. Councilmember Hooley asked if there was any way to increase parking in this development. The applicant explained the work they did to get the spots they already do have, and there is not a way to add any more. He then explained the parking outlines that their units will have. The applicant also noted that there will be EV stations in this development. General discussion followed.

Mayor Lundberg called for any further discussion or comments from the Council.
Hearing none she called for a motion.

COUNCILMEMBER STEWART MOVED TO APPROVE THE APPLICANT’S REQUEST FOR MINOR SUBDIVISION APPROVAL OF THE ANDERSON FARMS APARTMENTS PLAT WITH THE FOLLOWING CONDITIONS: 1. THE APPLICANT WILL CONTINUE TO WORK WITH THE CITY ENGINEER TO MAKE ALL FINAL CORRECTIONS TO THE ENGINEERING DOCUMENTS AND PLAT; 2. COMPLETE (OR POST AN ADEQUATE IMPROVEMENT COMPLETION ASSURANCE), WARRANT AND POST REQUIRED ASSURANCE FOR ALL REQUIRED PUBLIC INFRASTRUCTURE IMPROVEMENTS; 3. PRIOR TO PLAT RECORDING, THE APPLICANT WILL UPDATE THE FINAL PLAT MYLAR TO INCLUDE NOTARIZED SIGNATURES OF OWNERS’ CONSENT TO DEDICATION; AND OBTAIN SIGNATURES OF ALL ENTITIES INDICATED ON THE SUBDIVISION PLAT ATTACHED HERETO; 4. ALL UTILITIES WILL BE COORDINATED WITH THE STREET CROSS-SECTION FOR 1200 W; 5. THE PLANS AND PLAT WILL MEET AND BE CONSTRUCTED AS PER SPECIFICATIONS AS FOUND IN THE LINDON CITY DEVELOPMENT MANUAL AND MASTER DEVELOPMENT AGREEMENT; AND 6. ALL ITEMS OF THE STAFF REPORT. COUNCILMEMBER JACOBS SECONDED THE MOTION.

THE VOTE WAS RECORDED AS FOLLOWS:

COUNCILMEMBER BRODERICK	AYE
COUNCILMEMBER HOYT	AYE
COUNCILMEMBER STEWART	AYE
COUNCILMEMBER HOOLEY	AYE
COUNCILMEMBER JACOBS	AYE

THE MOTION CARRIED UNANIMOUSLY.

COUNCILMEMBER STEWART MOVED TO APPROVE THE APPLICANT’S REQUEST FOR SITE PLAN APPROVAL FOR THE ANDERSON FARMS APARTMENTS LOCATED AT APPROXIMATELY 1200 W. 500 N. WITH THE FOLLOWING CONDITIONS: 1. THE APPLICANT WILL CONTINUE TO WORK WITH THE CITY ENGINEER TO MAKE ALL FINAL CORRECTIONS TO THE ENGINEERING DOCUMENTS; 2. THE PLANS WILL MEET DEVELOPMENT SPECIFICATIONS AS FOUND IN THE LINDON CITY DEVELOPMENT MANUAL; 3. THE PLANS WILL FOLLOW THE REQUIREMENTS FOUND IN THE MASTER DEVELOPMENT AGREEMENT; 4. THE APPLICANT AND THE CITY HAVE WORKED TOGETHER IN GOOD FAITH TO DETERMINE ARCHITECTURAL STANDARDS, SETBACKS, BUILDING HEIGHTS AND MINIMUM BUILDING SEPARATIONS, PARKING AND PRIVATE ROADWAY DESIGN, TRAFFIC FLOW, AND LANDSCAPING; 5. THE APPLICANT WILL COMPLY WITH ALL BONDING REQUIREMENTS, IF APPLICABLE; AND 6. ALL ITEMS OF THE STAFF REPORT. COUNCILMEMBER JACOBS SECONDED THE MOTION.

2 THE VOTE WAS RECORDED AS FOLLOWS:
 COUNCILMEMBER BRODERICK AYE
 4 COUNCILMEMBER HOYT AYE
 COUNCILMEMBER STEWART AYE
 6 COUNCILMEMBER HOOLEY NAY
 COUNCILMEMBER JACOBS AYE
 8 THE MOTION CARRIED.

10 *Councilmember Hooley stated his reason for his vote is his concern with the potential*
parking issues and overflow in the nearby community it could have.

12
 Mayor Lundberg called for any further discussion or comments from the Council.
 14 Hearing none she called for a motion to adjourn.

16 **Adjourn** –

18 COUNCILMEMBER BRODERICK MOVED TO ADJOURN THE MEETING
 AT 9:35 PM. COUNCILMEMBER STEWART SECONDED THE MOTION. ALL
 20 PRESENT VOTED IN FAVOR. THE MOTION CARRIED.

22 Approved – February 6, 2024

24

26

 Britni Laidler, City Recorder

28

30

32 _____
 Carolyn O. Lundberg, Mayor

Item 7 – Consent Agenda – Consent agenda may contain items which have been discussed beforehand and/or do not require significant discussion, or are administrative in nature, or do not require public comment. The Council may approve all Consent Agenda items in one motion, or may discuss individual items as needed and act on them separately.

The following consent agenda item was presented for approval.

- a) 2024 Arbor Day Proclamation declaring May 3, 2024 as Lindon City Arbor Day.

Sample Motion: I move to (*approve, reject*) the consent agenda item (*as presented or amended*).

Proclamation

Lindon City Arbor Day

5-3-2024

WHEREAS, the City of Lindon values its diversity and abundance of trees; and

WHEREAS, trees are givers of life and create a healthy environment for people and wildlife by cleaning the air, producing oxygen, and providing food and habitat; and

WHEREAS, trees are environmental workers, moderating temperatures and the extremes of weather, keeping our soils from eroding away, reducing air and water pollution; and

WHEREAS, trees are our comforters, shading and cooling us on hot summer days, reducing the chill of winter nights, lessening glare and noise, giving beauty to the places in which we live, work and play; and

WHEREAS, trees beautify our community, increase property values, and enhance the economic vitality of commercial areas; and

WHEREAS, planting trees benefits generations present and future; and

NOW, THEREFORE, I Carolyn Lundberg, Mayor of Lindon City, do hereby proclaim the 3rd day of May 2024 as “Arbor Day” in Lindon City, and in doing so encourage all citizens of Lindon City to celebrate Arbor Day and to support efforts to protect our trees and woodlands, and I urge all citizens to plant trees to gladden the heart and promote the well-being of this and future generations.

Carolyn Lundberg, Mayor

Attest:

Britni Laidler, City Recorder

- 8. Public Hearing — (Continued from September 18, 2023) - Ordinance #2024-1-O; Mark Weldon Zone Change.** The Council will review a recommendation by the Lindon City Planning Commission for approval of Ordinance #2024-1-O to change the Zoning Map designation of the subject property from Commercial General-A8 (CG-A8) to Mixed Commercial (MC) with architectural standards approved through an associated Development Agreement. *(30 minutes)*

Sample Motion: See staff report.

Zoning Map Amendment - 625 N. 2800 W.

Date: February 5, 2024

Project Address: 625 N. 2800 W.

Applicant: Mark Weldon

Property Owner: WICP WEST OREM #4 LLC

General Plan: Flex-Commercial

Current Zone: Commercial

General-A8 to Mixed Commercial

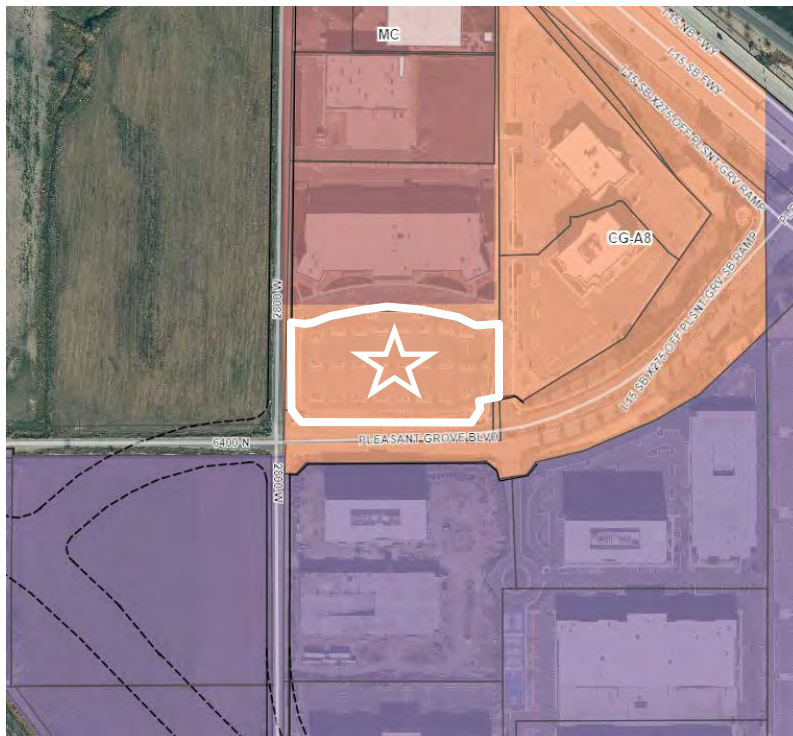
Parcel ID: 67:013:0004

Size: 3.99 acres

Type of Decision: Legislative

Council Action Required: Yes, a majority of the planning commission recommended approval

Presenting Staff: Michael Florence



Summary of Key Issues

1. Whether to approve a request to change the Zoning Map designation of the subject property from Commercial General-A8 (CG-A8) to Mixed Commercial (MC).

Overview

- The applicant wants to build a new 58,624 sq ft building at this location. The current zoning, CG-A8, is for commercial, retail, office, and service uses. It does not allow a flex office/warehouse. An MC zone change would allow for a variety of uses.
- In 2017, the property to the north, 675 N 2800 W, was rezoned to MC for a flex office/warehouse project named Mountain Tech North 3.
- The original site plan approval for Mountain Tech North 3 showed two retail/restaurant spaces on the subject property. These retail buildings were never built. The planning commission and city council at that time had considerable conversation regarding the future commercial on this lot.
- A future arterial road, Vineyard Connector, is planned to run to the southwest of this property. With 600 N connecting I-15 and the Vineyard Connector. Commercial in this area could be valuable in the future.
- August 22, 2023 the planning commission recommended on a 5-6 vote to recommend approval of the zone change.
- September 18, 2023 - the city council continued the zone change request. With the future Vineyard Connector road being proposed the mayor and council wanted to see more of a retail or mix of retail/flex design for this corner.
- The applicant has redesigned the facades of the building to look less industrial. The development section of this report provides more information on building improvements.
- City staff and the developer have drafted a proposed development agreement that would require the developer to construct the site and buildings according to the proposed exhibits.

Motion

I move to (*approve, deny, continue*) ordinance 2024-01-O to amend the Lindon City zoning map from Commercial General A8 (CG-A8) to Mixed Commercial (MC) at 625 N 2800 W (parcel number 67:013:0004).

Surrounding Zoning and Land Use

North: MC – Mountain Tech North 3

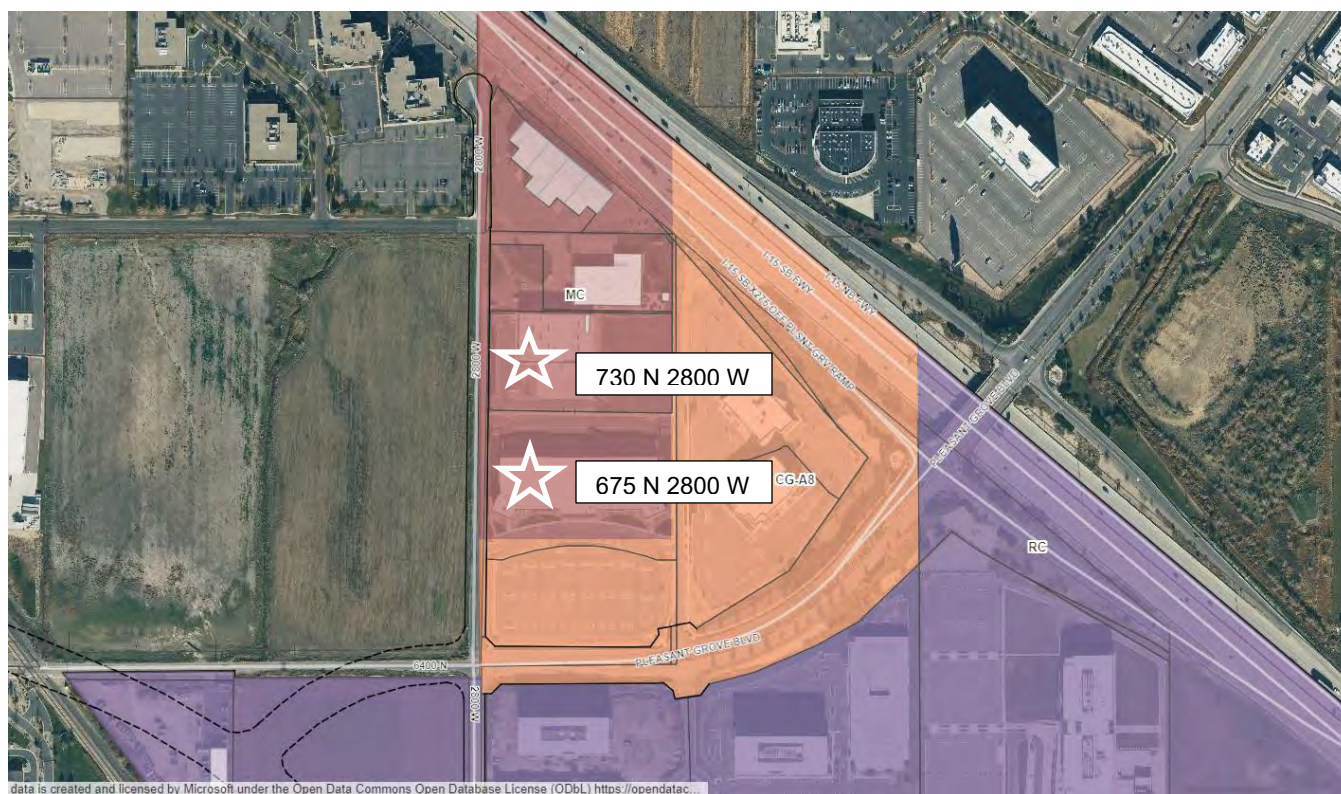
East: CG-A8 – Mountain Tech North 2

South: RC – Wilson Tech 5

West: Planned Industrial – Vacant lot in American Fork

History

Before 2014, most of this area was zoned CG-A8. In 2015, the properties at 730 N. 2800 W. was rezoned to Mixed Commercial to accommodate the development of a flex office/warehouse project. In 2017, the property at 675 N. 2800 W. (the property directly behind the current proposal) was rezoned to Mixed Commercial to construct another flex office/warehouse project.



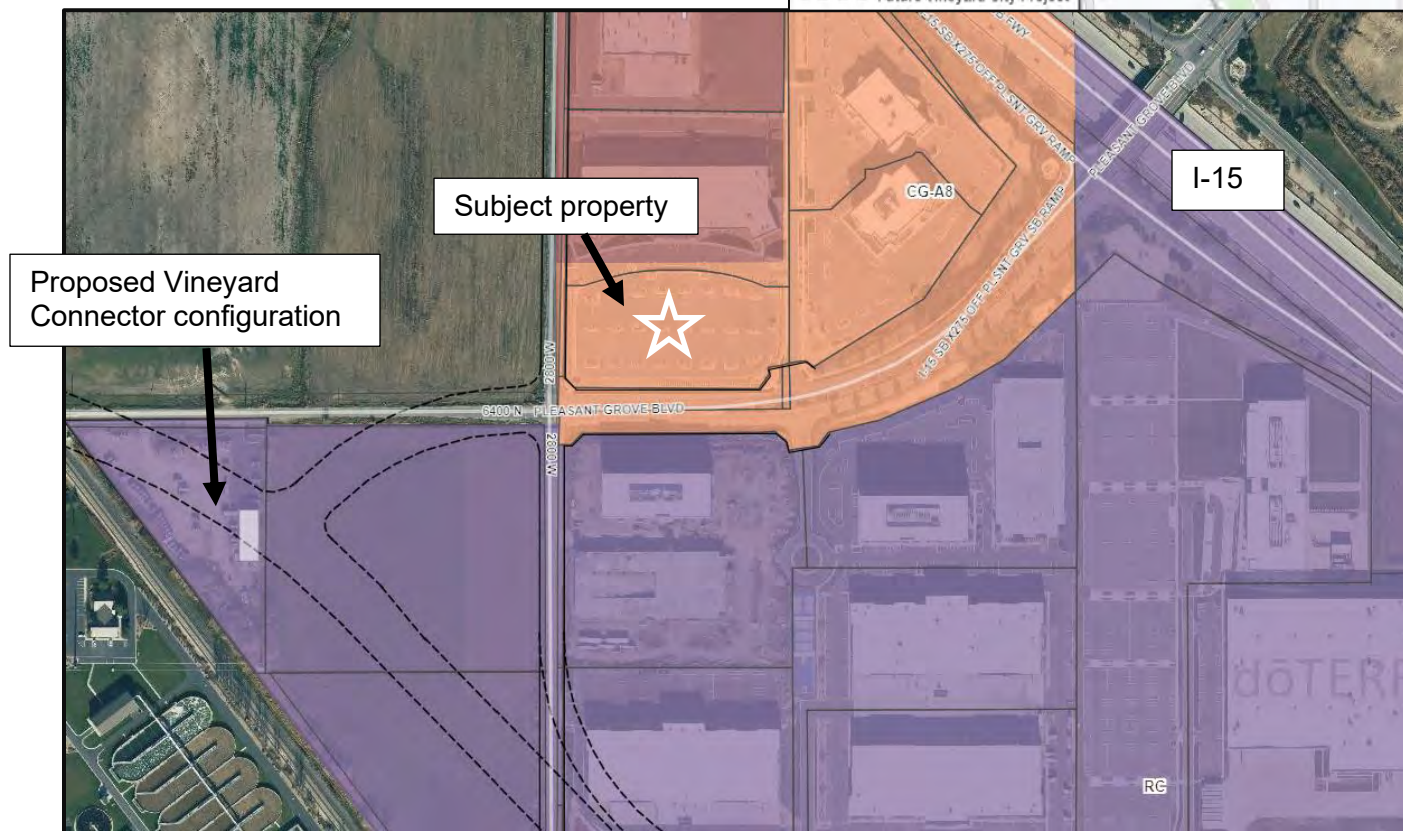
During the original zone change in 2017, a concept plan was shown of the subject property with an office building.

- During the site plan approval the applicant later presented a plan that showed two 4,800 sq ft restaurant/retail buildings on the subject property. At that time, the planning commission approved the site plan with the restaurant buildings.
 - o The engineers also stamped and finalized civil plans with two retail buildings on the subject property.
- In the ensuing years, these retail buildings were never built, and a parking lot was constructed. Recently, the applicant has told city staff that retail would not work in this location due to these reasons:
 - o A retail center has already been established on the other side of I-15,
 - o The proximity of this site to the Timpanogos Special Service District facility (sewer plant) and the sewer smells that come from the facility.
 - o A new office/warehouse building helps existing tenants stay in Lindon and expand.
 - o Office/warehouse is going in to the west in American Fork

Vineyard Connector

The Vineyard Connector is a future arterial that is planned for this area. One of the first UDOT environmental studies was completed in 2008. The second phase of the Vineyard Connector is under construction in Vineyard and will stop at 1600 N. Orem. The remaining phases have not yet been **funded but are identified in MAG's TransPlan 50**.

This arterial could bring new development opportunities to the 600 N corridor, which would be the closest connection from I-15 to the future Vineyard Connector. Therefore, the uses on this street need to be carefully planned to ensure that the use on this property will meet the future.



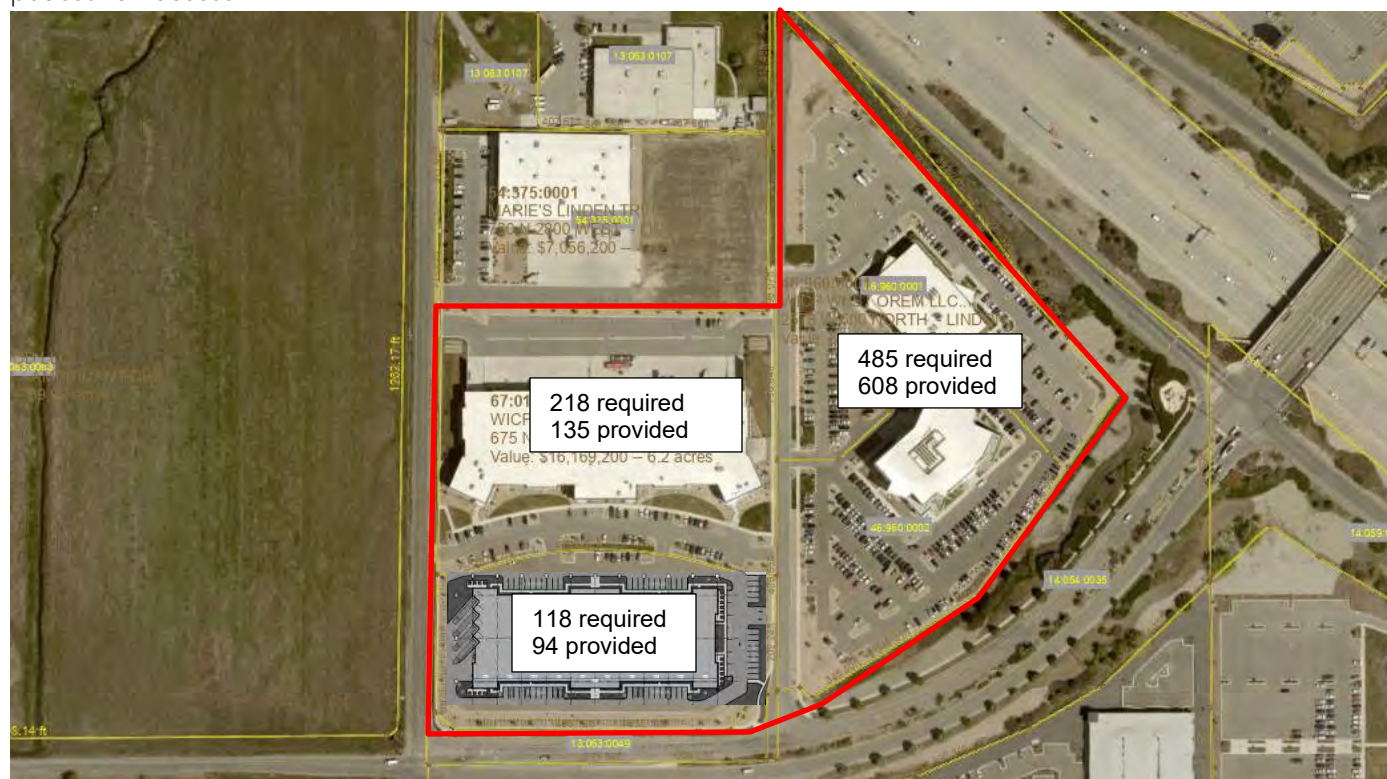
General Plan

The current general plan designation for this area is flex-commercial. The general plan states: These areas provide an attractive setting for a wide range of commercial retail, office, wholesale, and service uses. They should be developed as part of a well-planned, campus-like setting, and they should have clear and consistent urban design, streetscape, architectural, and site design standards to ensure a unified and high-quality appearance.

The applicant has provided updated renderings for the building and site plan. While the footprint of the building has stayed the same the applicant has implemented the following changes to try to make the building have a more retail appearance.

- Higher grade materials which now include: architectural metal panel and granite stucco
- Decorative cornice
- Decorative lighting
- Window canopies
- Building corner treatments with vertical articulation and wrap around corner awnings
- Canopy signage that has a more retail design
- Variation in the roofline
- Building corners have a small plaza area which could be used for outdoor seating or merchandise display
- The building has 4 sided architecture so all four sides will have an attractive façade.

The proposed building will need approximately 118 parking stalls to meet the city parking requirements. However, the applicant is providing 94 stalls. The applicant would like the city to consider a shared parking arrangement for all of the buildings owned by the applicant in this area. Total the applicant has 837 parking spaces for the 3 existing buildings and 1 proposed building. The required parking amount for the 3 existing buildings and one proposed building is 821 parking spaces. The shared parking arrangement meets the city code if the parking spaces are within 350 feet. The applicant may need to install some additional pedestrian walkways to meet the city code for shared parking and pedestrian access.



Planning Commission Recommendation

On August 22, 2023, a majority of the planning commission recommended approval for this zone change. Some planning commissioners stated that a building matching the surrounding buildings would be a good fit for the area. They said that it was strange to put commercial amongst all the industrial in that area, and that retail would be difficult. But then, the discussion centered on if the proposed building would be a good fit of the area in the future. While there could be issues with a retail/commercial use **at the moment, it's highly possible that a retail/commercial use will be well-suited** in the area when the Vineyard Connector comes through.

Six out of seven commissioners voted to recommend approval, and one commissioner voted against that recommendation. The reason stated was that a retail/commercial use was previously promised in 2017, and while there is not a lot going on with the Vineyard Connector right now, the future will bring new opportunities to the area.

Staff Analysis

City staff believes that this zone change request needs to be evaluated carefully. In 2017, the applicant had restaurant/retail buildings approved for this property, but never built them. The city council continued this item at the September 18, 2023 meeting. Due to the proximity of the freeway interchange and the future Vineyard Connector the city council and mayor requested that the developer either bring back a retail designed building or look at a hybrid option of retail and warehouse.

City staff does feel like the developer has made a good attempt at providing a better design building that either now or in the future could have a retail or restaurant component. The building still has an industrial building form but the new facades could attract a retail type user.

A development agreement has been prepared for adoption by the city council if the zone change is approved. The development agreement will be an separate agenda item. The development agreement will require that the building and site to be developed as per the development agreement exhibits.

Exhibits

1. Surrounding Area Zoning Map
2. Ordinance amending the zoning
3. Proposed building renderings and site plan
4. 2023 presented building design
5. Original site plan from first re-zone, showing an office
6. Approved site plan from 2017, showing two retail/restaurant buildings
7. 2023 street master plan
8. 2023 Planning commission meeting minutes – Zone Change Recommendation
9. September 2023 city council minutes when the application was continued

Exhibit 1: Surrounding Area Zoning Map

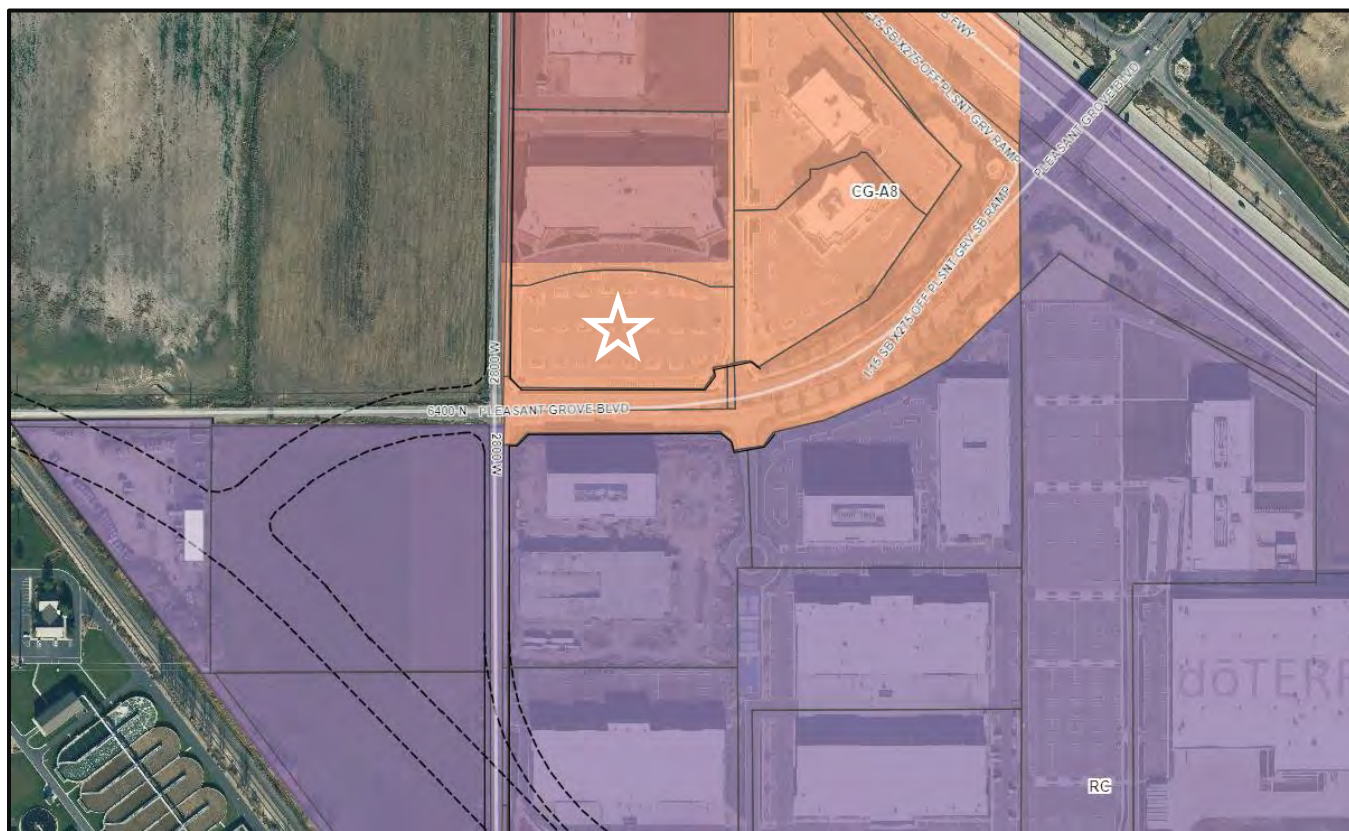


Exhibit 2**ORDINANCE NO. 2024-01-O**

AN ORDINANCE OF THE CITY COUNCIL OF LINDON CITY, UTAH COUNTY, UTAH, AMENDING THE ZONING MAP ON PROPERTY IDENTIFIED BELOW FROM COMMERCIAL GENERAL A8 (CG-A8) TO MIXED COMMERCIAL (MC) AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council is authorized by state law to amend the Lindon City zoning map; and

WHEREAS, on August 7, 2023, a land use application was submitted to Lindon City by WICP Orem West #4 LLC to rezone approximately 3.99 acres from Commercial General A-8 (CG-A8) to Mixed Commercial (MC); and

WHEREAS, on August 22, 2023, the Planning Commission held a properly noticed public hearing to hear testimony regarding the ordinance amendment; and

WHEREAS, after the public hearing, the Planning Commission further considered the proposed rezone, and recommended that the City Council adopt the zone map amendment of Mixed Commercial (MC); and

WHEREAS, the City Council finds that certain changes are desirous in order to implement the City's general plan goals of expanding the range of commercial goods, services, and employment opportunities available within the community; and

WHEREAS, WICP Orem West #4 LLC has prepared renderings and site plan exhibits to specify the building design, exterior building materials, and site layout and amenities of the proposed development as included Lindon City Resolution 2024-06-R; and

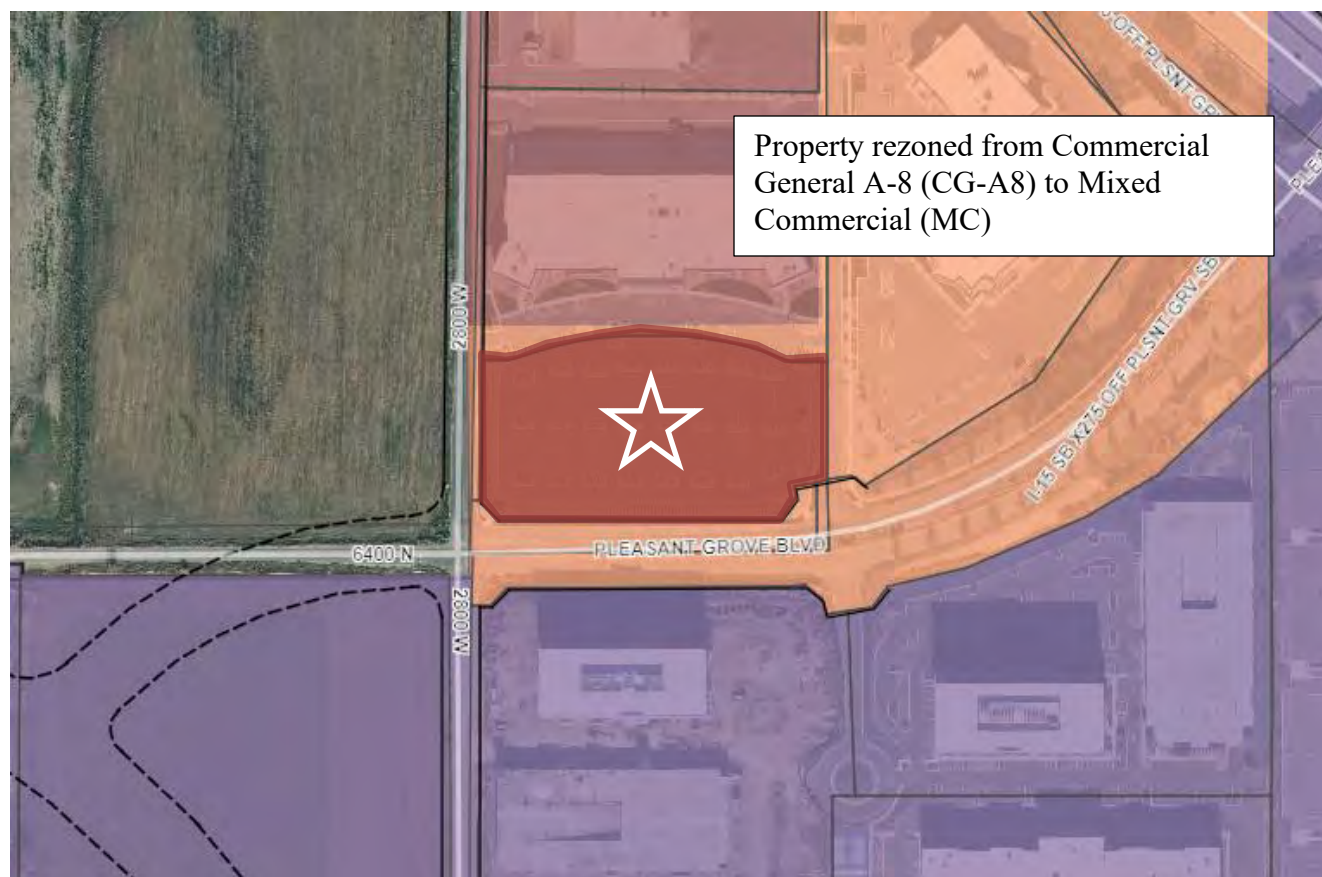
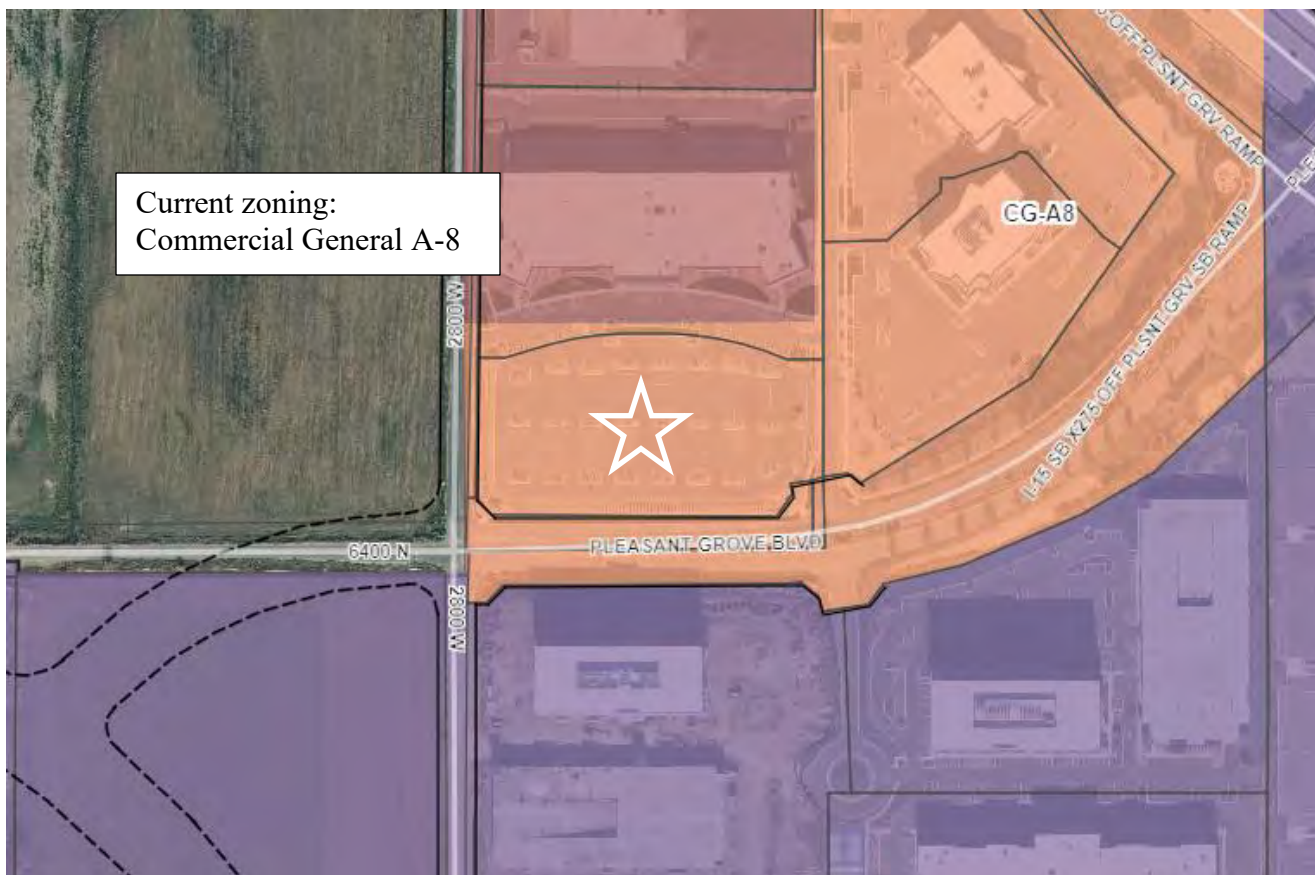
WHEREAS, the City Council finds that certain changes are desirous in order to implement the City's general plan goal of developing commercial uses that are highly accessible, and developed compatibly with the uses and character of the surrounding districts; and

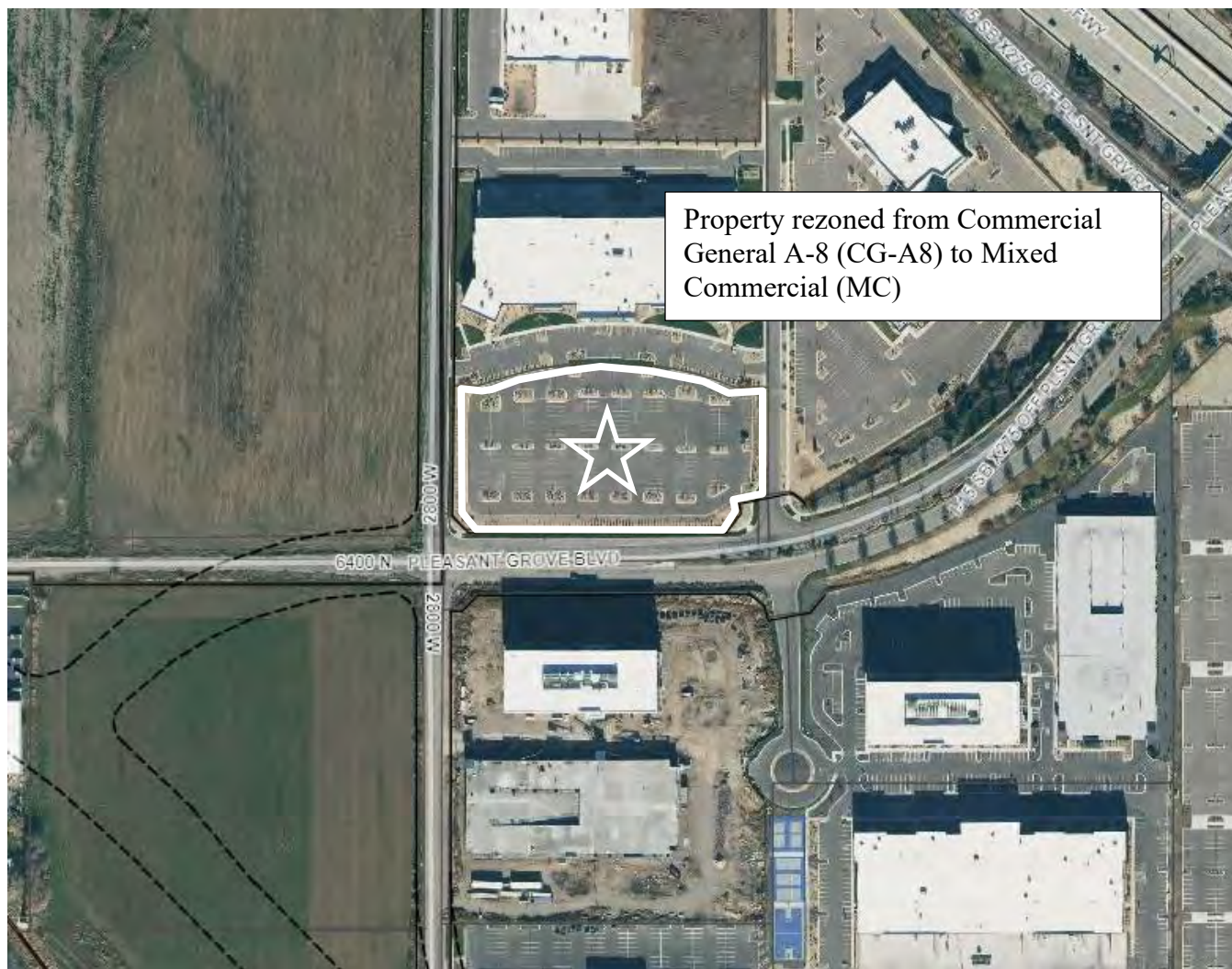
WHEREAS, the Council held a public hearing on September 18, 2023, to consider the recommendation and the Council received and considered all public comments that were made therein; and

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Lindon, Utah County, State of Utah, as follows:

SECTION I: The Lindon City Zoning Map is hereby amended as follows:

Parcel ID	Property Owner	Address
67:013:0004	WICP WEST OREM #4 LLC	625 N. 2800 W.





SECTION II: The provisions of this ordinance and the provisions adopted or incorporated by reference are severable. If any provision of this ordinance is found to be invalid, unlawful, or unconstitutional by a court of competent jurisdiction, the balance of the ordinance shall nevertheless be unaffected and continue in full force and effect.

SECTION III: Provisions of other ordinances in conflict with this ordinance and the provisions adopted or incorporated by reference are hereby repealed or amended as provided herein.

SECTION IV: This ordinance shall take effect immediately upon its passage and posting as provide by law.

PASSED and ADOPTED and made EFFECTIVE by the City Council of Lindon City, Utah, this _____ day of _____, 2024.

Carolyn Lundberg, Mayor

ATTEST:

Kathryn A. Moosman,
Lindon City Recorder

SEAL

Autodesk Docs://2023556 WICP Orem North Building 4/A23_2023556_WICP Orem North Building 4_CENTRAL.rvt
12/28/2023 11:45:45 AM



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SEAL

MHTN PROJECT NO. 2023556

Original drawing is 30 x 42. Do not scale contents of this drawing.

REVISIONS

CONTRACTOR TO VERIFY DRAWINGS IN FIELD USE REFLECT
LAST REVISION DATE.

NO.△	DATE	DESCRIPTION
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CONCEPT SET

17 JULY 0000

17 JULY 2023

SHEET NAME

2D VIEWS

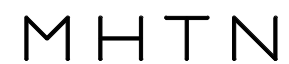
3D VIEWS

SHEET NUMBER _____

A011

A211

1211



ARCHITECTS

MHTN Architects, Inc.
420 East South Temple
Suite 100
Salt Lake City, Utah 84111
Telephone (801) 595-6700
Telefax (801) 595-6717
www.mhtn.com

MARK WELDON

WICP OREM NORTH BUILDING 4

2575 W 400 N
LONDON, UTAH 84042

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SEA

MHTN PROJECT NO. 2023556

Original drawing is 30 x 42. Do not scale contents of this drawing.

REVISIONS

NO.△	DATE	DESCRIPTION
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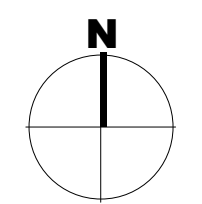
ISSUE
CONCEPT SET
17 JULY 2023

SHEET NAME

MATERIALS

SHEET NUMBER

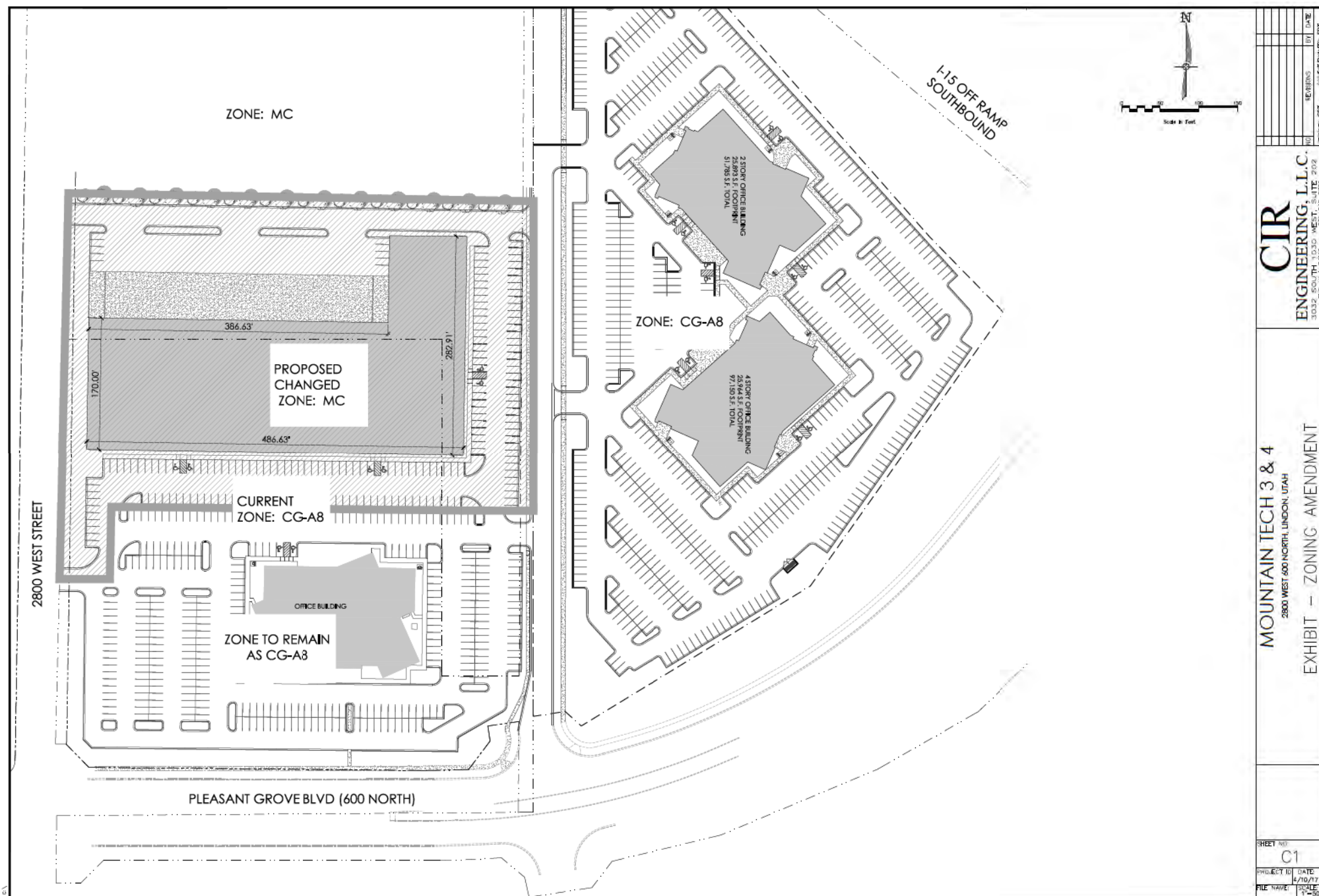
A212

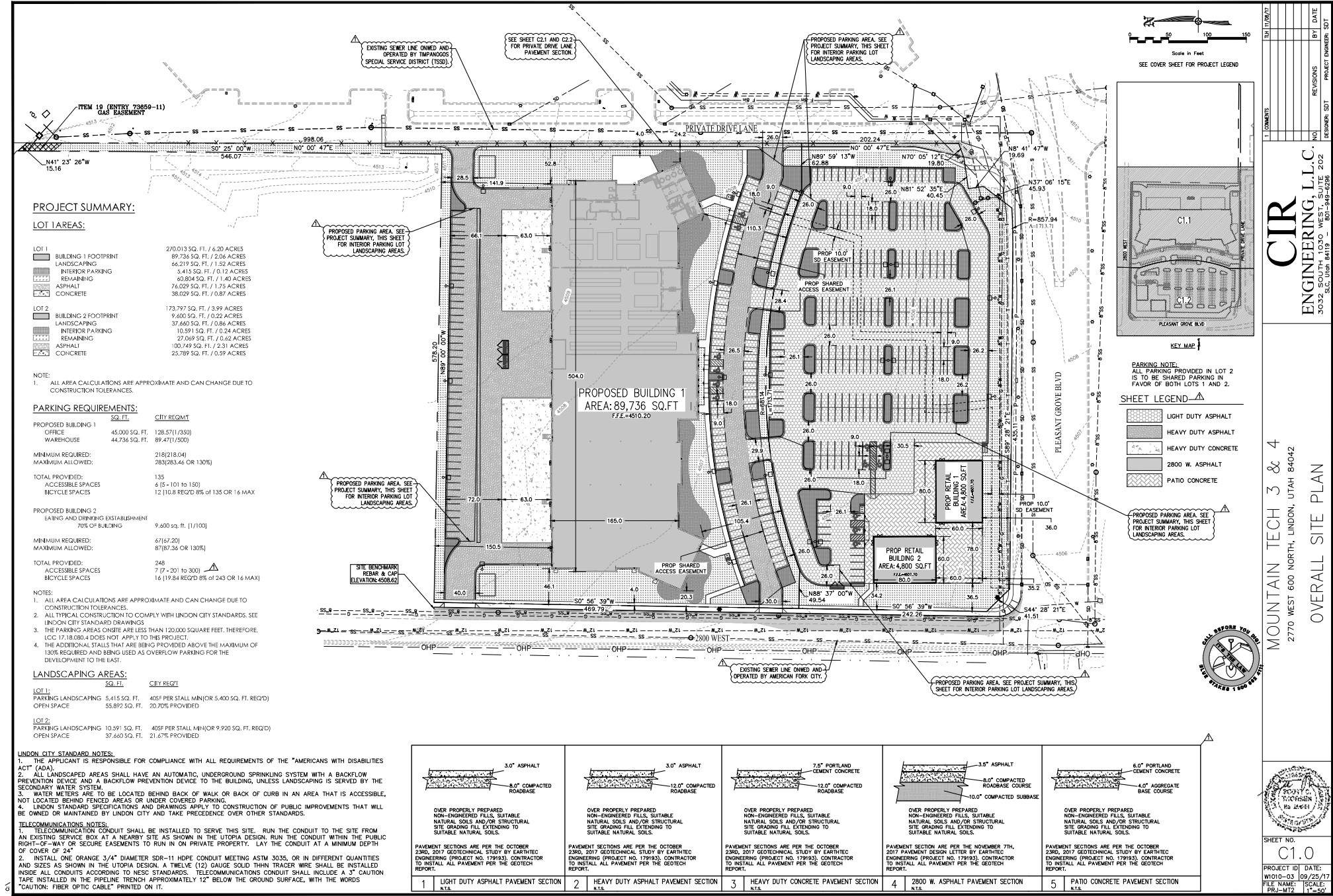


E1 FIRST FLOOR PLAN
SCALE: 1" = 20'-0"

Autodesk Docs://2023556 WICP Orem North Building 4/A23_2023556_WICP Orem North Building 4_CENTRAL.rvt
8/17/2023 5:32:12 PM







CIR ENGINEERING, L.L.C.
3035 SOUTH 200 WEST, SUITE 202
SALT LAKE CITY, UT 84119
TEL: 801-469-6216
FAX: 801-469-6216

MOUNTAIN TECH 3 & 4
2770 WEST 600 NORTH, UNION, UTAH 84042

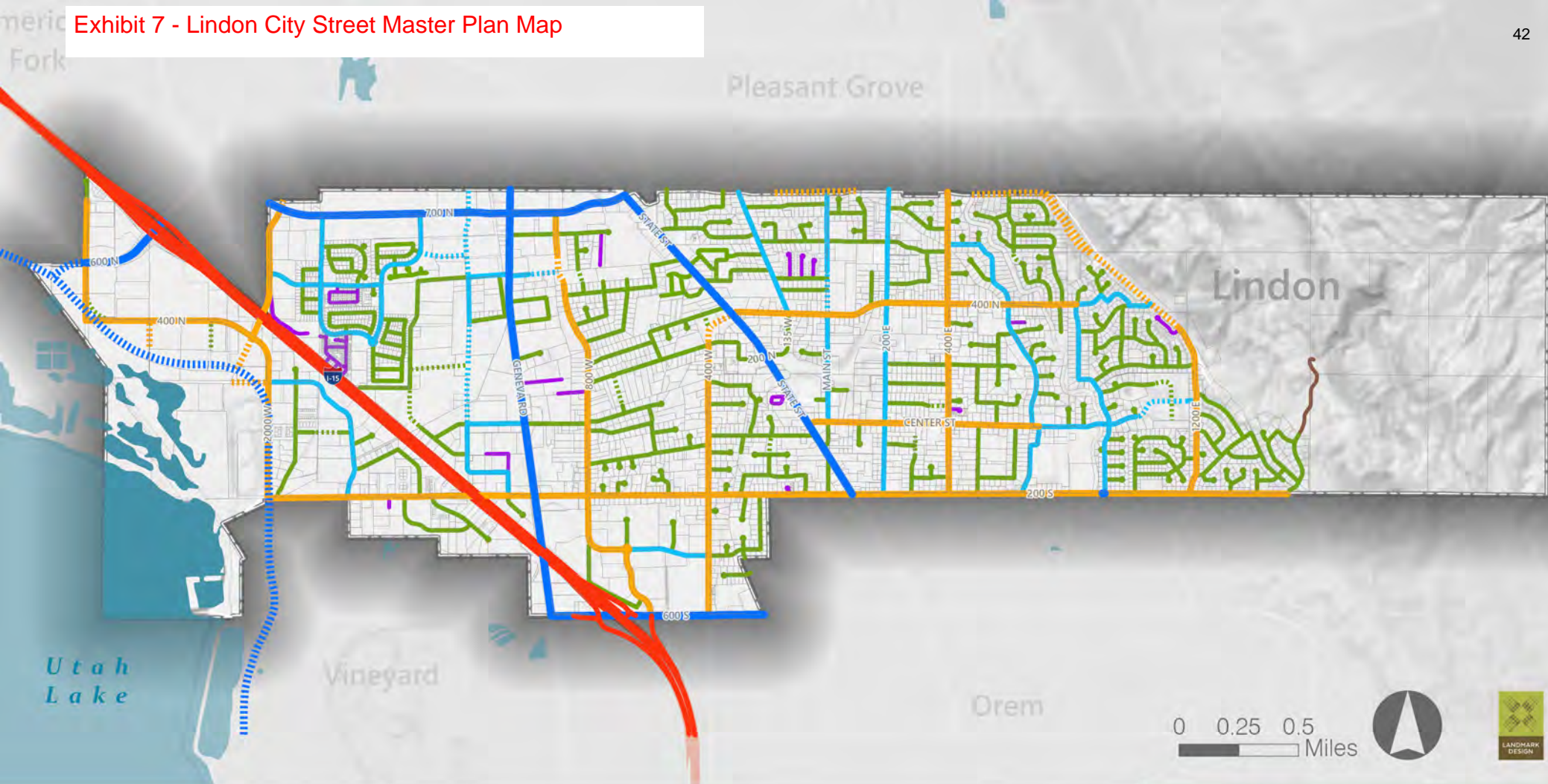
OVERALL SITE PLAN

SHEET NO. C1.0
PROJECT ID: W1010-03
DATE: 09/25/17
FILE NAME: SCALE: 1"=50'

REVISIONS

NO.	REVISIONS	BY	DATE
1	ISSUED FOR PERMIT	JD	09/25/17

DESIGNER: SDT PROJECT ENGINEER: SDT



Functional Classification

- Freeway
- Arterial
- - - Future Arterial
- Major Collector
- - - Future Major Collector
- Minor Collector

- - - Future Minor Collector
- Local
- - - Future Local
- Other Public
- Private
- Lindon City Boundary

Map 6 Street Master Plan

ADOPTED JULY 3, 2023



Lindon City General Plan

2 The Lindon City Planning Commission held a regularly scheduled meeting on **Tuesday, August**
3 **22, 2023 beginning at 6:00 p.m.** at the Lindon City Center, City Council Chambers, 100 North
4 State Street, Lindon, Utah.

REGULAR SESSION – 6:00 P.M.

6 Conducting: Sharon Call, Chairperson
8 Invocation: Karen Danielson, Commissioner
9 Pledge of Allegiance: Jared Schauers, Commissioner

10

PRESENT

EXCUSED

12 Sharon Call, Chairperson Scott Thompson, Commissioner
13 Rob Kallas, Commissioner
14 Mike Marchbanks, Commissioner – arrived at 6:11
15 Steven Johnson, Commissioner
16 Jared Schauers, Commissioner
17 Karen Danielson, Commissioner
18 Michael Florence, Community Development Director
19 Mary Barnes, Associate Planner
20 Brian Haws, City Attorney
21 Britni Laidler, Deputy Recorder

22

8 **6. Public hearing for a recommendation to the Lindon City Council to amend the**
 10 **Lindon City Zone Map for the Property located at 625 N. 2800 W. from CG-A8 to**
 12 **Mixed Commercial.** Mark Weldon has is requesting a zone change for the above
 reference property to amend the zoning from CG-A8 to Mixed Commercial. (Parcel
 Number (67:013:0004))

14 COMMISSIONER MARCHBANKS MOVED TO OPEN THE PUBLIC HEARING.
 16 COMMISSIONER DANIELSON SECONDED THE MOTION. ALL PRESENT VOTED IN
 FAVOR. THE MOTION CARRIED.

18 Mary Barnes presented this item. The parties present representing the applicant are
 Robert Pinon, Lauren Weldon and Steve Sumsion. She noted the applicant wishes to build a new
 20 58,644 sq ft flex office/warehouse building at this location which would be called Mountain
 Tech 4. The current zoning, CG-A8, is for commercial, retail, office, and service uses. It does not
 22 allow a flex office/warehouse. An MC zone change would allow for a flex office/warehouse use.
 The applicant has provided a concept rendering of the proposed building for commission to
 24 review.

Ms. Barnes stated in 2017, the property to the north, 675 N 2800 W, was rezoned to MC
 26 for a flex office/warehouse project named Mountain Tech North 3. The original site plan
 approval for Mountain Tech North 3, showed two retail/restaurant spaces on the property in
 28 discussion. The planning commission and city council at that time had considerable conversation
 regarding the future commercial on this lot. In the ensuing years, these retail buildings were
 30 never built, and a parking lot was constructed. Recently, the applicant has told city staff that
 retail would not work in this location due to the following: 1. A retail center has already been
 32 established on the other side of I-15. 2. The proximity of this site to the Timpanogos Special
 Service District facility (sewer plant) and the sewer smells that come from the facility. 3. A new
 34 office/warehouse building helps existing tenants stay in Lindon and expand. 4. An
 office/warehouse is going in west of this location in American Fork.

Ms. Barnes then addressed the parking stall requirements and issues stating the current
 Mountain Tech North 3 is required to have 218 stalls, but currently only has 135 stalls on the
 38 property. This was allowed due to a note on the plat that states that parking areas on Lot 4 (the
 subject property) were to be for the benefit of both lots. The extra 83 stalls that would have been
 40 required for Mountain Tech North 3 were located on the subject property through this shared
 parking note on the plat. The proposed new building would require 117 stalls minimum, and the
 42 applicant wants to provide 94 stalls. For the existing and proposed building the parking code
 would require 335 stalls minimum. The applicant is proposing a total of 232 stalls for both
 44 buildings, 138 stalls for the existing building and 94 stalls for the proposed building. She
 explained while any parking reductions would need to be provided at the site plan process this is
 46 something that the planning commission should still consider with the zone change

Ms. Barnes explained the developer also owns surrounding properties which could be used for shared parking, but that would need to be considered at the site plan approval and language would need to be recorded on the properties for shared parking allowances. Lindon's current shared parking code states that the shared parking spaces need to be within 350' of the building or use and should have a safe and convenient pedestrian connection. She pointed out that an analysis must be provided to show that the peak parking times of both properties occur at different times, and the area will be large enough for the anticipated demands of both uses.

Ms. Barnes then presented the Vineyard Connector aspect of this property, and the future arterial road that is planned to run to the southwest of this property and that will run from Vineyard to Lehi, with the potential of the small corridor of 600 N between I-15 and the Vineyard Connector; this would mean that commercial business in this area could be valuable in the future. City staff believes that this zone change request needs to be evaluated carefully. Although retail may not be booming at the moment, when the Vineyard Connector is constructed, this becomes a much more important intersection and corridor for Lindon.

Mr. Barnes then noted that staff has mentioned to the applicant that, if possible, to make the southwest corner of the building a little more retail commercial in appearance; this is the corner that is the closest to the Vineyard Connector. That way, commuters on the Vineyard Connector will be able to see commercial looking buildings, instead of another large, industrial warehouse. Ms. Barnes concluded that the general plan does call for a mix of uses in this area, and city staff believes that this property would be Lindon's last change for retail uses in this area.

Ms. Barnes then presented the Surrounding Area Zoning Map, the Ordinance amending the zoning, Proposed Mountain Tech North, Site Plan and Elevations, Original site plan from first re-zone, showing an office, Approved site plan from 2017, showing two retail/restaurant buildings, Subdivision plat, 2023 street master plan and the 2017 Planning commission meeting minutes – Site Plan Approval followed by some general discussion.

Commissioner Danielson stated she hasn't noticed any smell issues since they got new equipment at the sewage plant and asked if this would still be an issue where this location is. Lauren Weldon stated there are still some smell issues, and they currently have tenants trying to break their lease due to this issue.

Robert Pinon addressed the commission at this time stating he wants the commission to consider the quadrant the WICP has developed. He then touched base on the economic impact and potential benefits this project can bring to help Lindon grow economically. Mr. Pinon then stated this area doesn't have the retail draw as it does further east. He pointed out that area is a good destination for offices and warehouses. He noted that this will eventually become a throughfare, and it will take all corners to help slow down traffic from the freeway and he also presented how they will do that. He then explained their vision for this location. Mr. Pinon also addressed the parking situation discussed earlier and discussed their plans to remedy this issue through a potential "cross parking" agreement. Steve Sumsion reminded the commission of the successful history this developer has had. He pointed out this plan also keeps a consistent presentation of quality construction in the area that will attract major companies that will also help keep traffic away from city center and closer to I-15.

Commissioner Kallas stated that they are looking towards the future of the Vineyard Interchange and what it could be as things grow in that area, and commented that he thinks the building looks nice, but also pointed out that truck loading in the front of the building would be what is first seen on the interchange.

Mr. Florence reminded the commission that we need to be careful with this and the issues it could potentially have. He also wants to ensure that the commission really thinks about this zone change. If we do choose to make the zone change, we know that Mr. Weldon will bring great things there, but we need to really think about it before making a final decision.

Commissioner Call stated she has concerns about the office warehouse change, and referenced that it was previously promised that there would be retail there back in 2017. She then asked the applicant if all the warehouse businesses were at capacity. Mr. Pinon stated they are currently 98% full at this time. Commissioner Call stated she knows there isn't a lot going on with the Vineyard Connector now, but that doesn't mean that won't change in the future.

Commissioner Schauers asked for clarification on the American Fork parcel next to the parcel in question. It was clarified that it is currently zoned as industrial within American Fork. There was then some general discussion on the likelihood of retail in that area.

Chairperson Call called for any further public comments or discussion. Hearing none she called for a motion to close the public hearing.

COMMISSIONER KALLAS MOVED TO CLOSE THE PUBLIC HEARING.
COMMISSIONER SCHAUERS SECONDED THE MOTION. ALL PRESENT VOTED IN FAVOR. THE MOTION CARRIED.

Commissioner Kallas stated that saving one parcel for commercial in the area doesn't make sense, and there needs to be mass to make it work, so he has no problem with the change. Commissioner Marchbanks voiced that he is for the change and his worry is more with the future of UDOT taking that building out to widen the road. Commissioner Johnson voiced that he has debated back and forth on this topic, and he agrees it does seem strange to put commercial amongst all the industrial in that area and he doesn't have an issue with the flex zone. Commissioner Schauers stated there could be more tenants in those areas besides just for people going to work etc. He added there could be family fun venues such as bounce houses, or indoor trampoline parks etc. He sees that as commercial use that could be down there, and not just restaurants. Commissioner Danielson agreed retail could be hard in that area.

Chairperson Call called for any further comments or discussion from the Commission. Hearing none she called for a motion.

COMMISSIONER KALLAS MOVED TO RECOMMEND APPROVAL OF
ORDINANCE 2023-15-O TO AMEND THE LINDON CITY ZONING MAP FROM
COMMERCIAL GENERAL A8 (CG-A8) TO MIXED COMMERCIAL (MC) AT 625 N 2800
W (PARCEL NUMBER 67:013:0004). COMMISSIONER MARCHBANKS SECONDED THE
MOTION. THE VOTE WAS RECORDED AS FOLLOWS:

COMMISSIONER CALL	NAY
COMMISSIONER JOHNSON	AYE
COMMISSIONER SCHAUERS	AYE
COMMISSIONER MARCHBANKS	AYE
COMMISSIONER KALLAS	AYE
COMMISSIONER DANIELSON	AYE

- 2 *Commissioner Call explained the reason for her nay vote. She has concerns about the office*
warehouse change, and the fact that it was previously promised that there would be retail back
4 *in 2017 and she knows there isn't a lot going on at Vineyard Connector now, but that doesn't*
mean that won't change in the future.

2 The Lindon City Council regularly scheduled meeting on **Monday, September 18, 2023,**
 4 **at 5:15 pm** in the Lindon City Center, City Council Chambers, 100 North State Street,
 Lindon, Utah.

6 **REGULAR SESSION – 5:15 P.M.**

8 Conducting: Carolyn Lundberg, Mayor
 Invocation: Jake Hoyt, Councilmember
 10 Pledge of Allegiance: Logan Hughes

12 **PRESENT**

Carolyn Lundberg, Mayor
 14 Jake Hoyt, Councilmember
 Van Broderick, Councilmember
 16 Randi Powell, Councilmember
 Mike Vanchiere, Councilmember
 18 Adam Cowie, City Administrator
 Brian Haws, City Attorney
 20 Mike Florence, Community Development Dir.
 Mary Barnes, Associate Planner
 22 Kathryn Moosman, City Recorder

EXCUSED

Daril Magleby, Councilmember

COUNCILMEMBER VANCHIERE AYE
THE MOTION CARRIED UNANIMOUSLY

9. Public Hearing — Ordinance #2023-15-O; Mark Weldon Zone Change. The

Council will review a recommendation by the Lindon City Planning Commission for approval of Ordinance #2023-15-O to change the Zoning Map designation of the subject property from Commercial General-A8 (CG-A8) to Mixed Commercial (MC).

COUNCILMEMBER BRODERICK MOVED TO OPEN THE PUBLIC HEARING. COUNCILMEMBER HOYT SECONDED THE MOTION. ALL PRESENT VOTED IN FAVOR. THE MOTION CARRIED.

Mary Barnes, Associate Planner led this agenda item by noting the applicant Mr. Mark Weldon is present for this discussion. Mr. Weldon is requesting the change the Zoning Map designation of the subject property from Commercial General-A8 (CG-A8) to Mixed Commercial (MC). He wants to build a new 58,644 sq ft flex office/warehouse building at this location. The current zoning, CG-A8, is for commercial, retail, office, and service uses and does not allow a flex office/warehouse.

Ms. Barnes gave a brief history stating that before 2014, most of this area was zoned CG-A8. In 2015, the property at 730 N. 2800 W. was rezoned to Mixed Commercial to accommodate the development of a flex office/warehouse project. In 2017, the property at 675 N. 2800 W. was rezoned to Mixed Commercial to construct another flex office/warehouse project known as Mountain Tech North 3. During the original zone change in 2017, a concept plan was shown of the subject property. During the site plan approval of Mountain Tech North 3, the applicant later presented a plan that showed two 4,800 sq ft restaurant/retail buildings on the property. At that time, the planning commission approved the site plan with the restaurant buildings. In the ensuing years, these retail buildings were never built, and a parking lot was constructed. Recently, the applicant has told city staff that retail would not work in this location due to the following reasons:

- A retail center has already been established on the other side of I-15,
- The proximity of this site to the Timpanogos Special Service District facility (sewer plant) and the sewer smells that come from the facility.
- A new office/warehouse building helps existing tenants stay in Lindon and expand.
- Office/warehouse is going in to the west in American Fork

Ms. Barnes then pointed out the important aspect of this request, with the future arterial Vineyard Connector Road that is planned to run to the southwest of this property. With 600 N connecting I-15 and the Vineyard Connector. Commercial in this area could be valuable in the future. This road starts in Vineyard then runs through Lindon, eventually looping to connect with Pioneer Crossing in Lehi. It's intended to carry

commuters more efficiently through the area. Construction on the segment from the existing Vineyard Connector to 1600 N in Orem commenced in February 2023. This arterial could bring unprecedented opportunity to the small 600 N corridor, which would be the closest connection from I-15 to the future Vineyard Connector. Therefore, the uses on this street need to be carefully planned to ensure that the use on this property will meet the future.

Ms. Barnes went on to say the current General Plan designation for this area is flex-commercial stating: These areas provide an attractive setting for a wide range of commercial retail, office, wholesale, and service uses. They should be developed as part of a well-planned, campus-like setting, and they should have clear and consistent urban design, streetscape, architectural, and site design standards to ensure a unified and high-quality appearance. The general plan vision for this area is for something that is a high-quality product, while also tying in that wide range of commercial retail and service uses.

She noted the applicant has provided a concept rendering of the proposed building and presented it to the council. Currently, the subject property is a parking lot with 319 parking stalls. The proposed building for this property is a 58,644 sq ft office/warehouse building, extremely similar to Mountain Tech North 3. It would be a 38 ft tall building with 4 semi-truck loading bays. Mountain Tech North 3 is required to have 218 stalls, but only has 133 stalls on the property. This was allowed due to a note on the plat that states that parking areas on Lot 4 (the subject property) were to be for the benefit of both lots. The extra 85 stalls that would have been required for Mountain Tech North 3 were located on the subject property through this shared parking note on the plat. The proposed new building would require 117 stalls minimum, and the applicant wants to provide 94 stalls. For the existing and proposed building the parking code would require 335 stalls minimum. City staff does not have all square footage details on the proposed building to give an accurate count. The applicant is proposing a total of 232 stalls for both buildings, 138 stalls for the existing building and 94 stalls for the proposed building. While any parking reductions would need to be provided at the site plan process, this is something that the City Council should still consider with the zone change. If the zone change is approved, the developer could request a parking reduction for both buildings during the site plan approval process.

The developer also owns surrounding properties which could be used for shared parking but that would need to be considered at site plan approval and language would need to be recorded on the properties for shared parking allowances. Lindon's current shared parking code states that the shared parking spaces need to be within 350' of the building or use and should have a safe and convenient pedestrian connection. An analysis must be provided to show that the peak parking times of both properties occur at different times, and the area will be large enough for the anticipated demands of both uses.

Mr. Barnes stated that on August 22, 2023, a majority of the planning commission recommended approval for this zone change noting that some planning commissioners

2 stated that a building matching the surrounding buildings would be a good fit for the area. Some commission members voiced that it was strange to put commercial amongst all the
 4 industrial in that area, and that retail would be difficult. She then stated the discussion then centered on if the proposed building would be a good fit of the area in the future.
 6 While there could be issues with a retail/commercial use at the moment, it's highly possible that a retail/commercial use will be well-suited in the area when the Vineyard
 8 Connector comes through. Six out of seven commissioners voted to recommend approval, and one commissioner voted against that recommendation. The reason stated
 10 was that a retail/commercial use was previously promised in 2017, and while there is not a lot going on with the Vineyard Connector right now, the future will bring new
 12 opportunities to the area.

14 Ms. Barnes stated that city staff believes that this zone change request needs to be evaluated carefully. Although retail may not be booming at the moment, when the
 16 Vineyard Connector is constructed, this becomes a more important intersection and corridor for Lindon. Approving this zone change could mean possibly losing the
 18 commercial potential in this area. Currently, there are tens of thousands of square footage of office and warehouse on this side of the Pleasant Grove interchange. This could be the
 20 only intersection where retail could be constructed. An idea that staff has mentioned to the applicant is to possibly make the southwest corner of the building a little more retail
 22 commercial look. This is the corner that is the closest to the Vineyard Connector. That way, commuters on the Vineyard Connector will be able to see what is
 24 hopefully a more commercial looking building, instead of another large, industrial warehouse. Finally, the general plan does call for a mix of uses in this area. Staff believes
 26 that this property would be Lindon's last change for retail uses in this area.

28 Ms. Barnes then presented the following to the council: 1) Surrounding Area Zoning Map, 2) Ordinance amending the zoning, 3) Proposed Mountain Tech North 4 Site
 30 Plan and Elevations, 4) Original site plan from first re-zone, showing an office, 5) Approved site plan from 2017, showing two retail/restaurant buildings and parking
 32 surplus, 6) Mountain Tech 1,2 site plan showing parking surplus, 7) Subdivision plat, 2023 street master plan, 8) 2017 Planning commission meeting minutes – Site Plan
 34 Approval, and 9) 2023 Planning commission meeting minutes – Zone Change Recommendation
 36

38 Ms. Barnes then turned the time over to the applicant for comment. Mark Weldon began with saying that WICP has invested millions of dollars in the Lindon community, and if they had more land in Lindon they would continue to do so. Mr. Weldon stated
 40 WICP has provided thousands of jobs with great tenants that come to their properties. They take pride in active management approach and care for the property. He noted they
 42 have the pleasure and pain of paying over 2 million dollars in property taxes each year.

44 He then let the council know that due to covid there have been changes in businesses stating that right now they have 720 unused parking spaces, in which he plans

2 on bringing solar charging to that area, which will bring a retail to that area. He stated
4 that they have tried to put retail restaurants there but there has been a lot of push back.

6 Mr. Weldon noted that this office warehouse will never be an office, it will be a
8 warehouse. He let the council know of potential tenants, and the potential retail of it,
10 along with his planned use of screen walls. He stated he doesn't see the inner connector
12 happening anytime soon, due to funding with UDOT. He stated his plans also for part of
the building for indoor pickleball courts, tennis courts and recreational area for use
among the tenets at a discount. He then addressed the topic of parking, and his plan to do
EV-solar, which would bring in a retail aspect with revenue to the city.

14 Public comment from Delana stating that the biggest pushback of retail is the
smell of sewer, and the issues that could bring to retail in that area.

16 Councilmember Powell stated her biggest concerns and with parking and location
18 of the truck bays. She voiced she has high concern with parking, stating she understands
they have adjacent parking lots that could be used, however having someone who is
physically challenge not having close parking could cause issue.

20 Mayor Lundberg asked the council how they feel about the zone change from
22 commercial to mixed commercial.

24 Councilmember Hoyt stated that the applicant has built some beautiful buildings
26 and he loves what he has done down there. He then stated that in reference to property
taxes, Lindon only gets 10.6% of that, and Lindon has not raised that once since Mr.
Weldon began building in Lindon. Councilmember Hoyt then asked for staff input on
28 Lindon Connector outlook. Mr. Florence stated he sees it at 8-10 years out and noted it
has been extended through Vineyard. Mr. Florence did note he has not spoken to UDOT
30 on it and wants to make sure that the council evaluates this item this carefully.

32 Councilmember Hoyt noted he worries about the opportunity cost stating that
34 recently he and the mayor talked with a major retailer about coming to Lindon and the
700 N area. That retailer stated they aren't eyeing the 700 N area; they instead have their
eyes on the area in discussion close to the Vineyard Connector. Mr. Weldon then voiced
36 his views on the corridor, and the issues with the sewer plant smell again. He let the
council know of the things he has done for his tenants to mitigate the smell in those
38 buildings.

40 Mr. Weldon then continued to let the council know more on the parking situation,
42 and how right now they are at a 7:1 ratio on that. He then proceeded to talk about the
issues with the imminent domain in that area for the corridor, and why he doesn't see the
corridor happening anytime soon. Mayor Lundberg stated that there is already in the
44 works for smell mitigation at the sewer plant in the next 2 to 4 years. She then stated

phase 1 has already started on the corridor, but as stated earlier there is no exact date for that happening.

Councilmember Vanchiere discussed opportunity costs not only for the city but for landowner also. He also noted he would love to see it got retail, but voiced concern for the market right now. He then touched base on the parking situation, stating there are a lot of parking spots now, but what could happen in the future if those buildings fill up and parking then becomes an issue. Mr. Weldon stated he voluntarily built a parking deck on current property, that if parking became an issue in the future, he would build another parking deck. Councilmember Vanchiere stated he wants to see something that could go with the property if down the road it was sold, something that allows for parking does not become an issue in that instance.

Mayor Lundberg asked Mr. Weldon what his plans are if warehouse demand softens, could this building have flexibility to convert to retail uses. She voiced that she sees this area having a good retail ability when Utah City goes in. Mr. Weldon voiced his view, and how he plans to keep that area going with use of the buildings in the future if warehouse demand slows.

Mayor Lundberg called for any further public comments. Hearing none she called for a motion to close the public hearing.

COUNCILMEMBER POWELL MOVED TO CLOSE THE PUBLIC HEARING. COUNCILMEMBER BRODERICK SECONDED THE MOTION. ALL PRESENT VOTED IN FAVOR. THE MOTION CARRIED.

Following some additional discussion, Mayor Lundberg called for a motion.

COUNCILMEMBER BRODERICK MOVED TO APPROVE ORDINANCE 2023-15-O TO AMEND THE LINDON CITY ZONING MAP FROM COMMERCIAL GENERAL A8 (CG-A8) TO MIXED COMMERCIAL (MC) AT 625 N 2800 W (PARCEL NUMBER 67:013:0004) AS PRESENTED. COUNCILMEMBER VANCHIERE SECONDED THE MOTION. THE VOTE WAS RECORDED AS FOLLOWS:

COUNCILMEMBER HOYT	NAY
COUNCILMEMBER BRODERICK	AYE
COUNCILMEMBER POWELL	NAY
COUNCILMEMBER VANCHIERE	AYE

THE MOTION TIED WITH 2 AYES AND 2 NAYS

At this time, Mayor Lundberg stated rather than place her vote right now to break the tie, she directed the council to have more discussion with the option presented by Mr. Florence to continue this item.

2 Councilmember Hoyt stated he has always been for slower growth for the right
things. He stated that everything down there has been pieced out already, and this is
4 almost the last piece out there for retail. He feels with the Vinyard Connector, this is still
a prime retail location within the next 10 years.

6 Councilmember Powell voiced that she loves what the applicant produces and
8 what he has done down there. She, however, still feels this location is a prime retail
location and does not want to be short sighted with this. She feels there is a need for us to
10 preserve a commercial component down there and would like to hold steady to what the
zone currently is.

12 Mayor Lundberg stated she has worked in public service for 12 years. She looked
14 at the original intent of this corner and stated an appreciation of what the applicant has
brought to the community. However, looking at the General Plan and the intent of the
16 General Plan, she is asking how we can allow this corner to have other opportunities
besides just warehouse. She then asked staff if there is room for more of a commercial
18 feel on the frontage with conditional use. Mr. Florence stated if the zone is changed to
mixed commercial it will follow the mixed commercial design standards. Mr. Sumsion,
20 in presence repressing the applicant interjected stating that perhaps approve zone change
with conditions to be met that meet staff standards. Mr. Haws, City Attorney voiced his
22 concern with imposing conditions on a zone change stating the city would have to come
up with a different zone. He noted that trying to do this tonight would be problematic.

24 Mr. Weldon addressed the council letting them know the property next to them in
26 American Fork is zoned for industrial, so that property could be full of warehouses that
don't look like what he has done. He then went on to explain the needs of this tenants and
28 what works best for them, stating he is wanting to build here to give more opportunities
for his tenants, and potentially longer commitments.

30 Mayor Lundberg began by declaring a potential conflict of interest with Mr.
32 Sumsion. Mr. Haws stated that by voicing conflict and it being in the past she has met
requirements. She then went on to state that she appreciates Mr. Weldon and what he has
34 brought to Lindon. Mayor Lundberg then stated she looks at long game and recognizes
opportunity cost. In the past places that didn't seem like an opportunity, eventually
36 became something that worked out great. She went on to state she appreciates the
applicant providing an area for tenants to keep them in Lindon. However, the design
38 presented seems to have too much of a warehouse feeling, and there are Commercial
standards for a reason, so it can pivot with new retail in future. Mayor Lundberg then
40 stated she feels interchange will happen sooner, due to the growth around the area and
she would like that area to still be available to be used for commercial use. She then
42 asked Mr. Weldon if there would be a potential path, where there would be a win-win for
both sides down the road.

2 Mr. Weldon went on to explain the solar parking vision, and the potential to have a
 4 small coffee shop or something along those lines for those who use the charging stations,
 could go use that retail area. He then stated he would love to work with staff to design
 something different to fulfil those requirements for potential retail.

6
 8 Mayor Lundberg stated she would like to see whatever comes to that location to
 be used commercially. That is the intent of a commercial zone and she noted she would
 like to look a potential hybrid option with a commercial and warehouse. Mr. Florence
 10 stated he would have to do a development agreement. Mr. Sumsion proposed we table
 his discussion for 2 weeks to get a general visual the council can review.

12
 14 Mayor Lundberg called for any further discussion or comments from the Council.
 Hearing none she called for a motion.

16 COUNCILMEMBER BRODERICK MOVED TO CONTINUE ORDINANCE
 2023-15-O TO AMEND THE LINDON CITY ZONING MAP FROM COMMERCIAL
 18 GENERAL A8 (CG-A8) TO MIXED COMMERCIAL (MC) AT 625 N 2800 W
 (PARCEL NUMBER 67:013:0004) AS PRESENTED. COUNCILMEMBER
 20 VANCHIERE SECONDED THE MOTION. THE VOTE WAS RECORDED AS
 FOLLOWS:

22 COUNCILMEMBER HOYT	AYE
COUNCILMEMBER BRODERICK	AYE
24 COUNCILMEMBER POWELL	NAY
COUNCILMEMBER VANCHIERE	AYE
26 THE MOTION CARRIED 3 TO 1	

- 9. Review & Action – Resolution #2024-6-R approving a Development Agreement associated with the Mark Weldon (WICP) Zone Change.** The Council will review and consider Resolution 2024-6-R approving a Development Agreement between WICP Orem West #4 LLC and Lindon City for property improvements & development standards located at 625 N. 2800 W., Lindon. *(5 Minutes)*

Sample Motion: See staff report.

Change to Street Name from Briarwood Lane to Wheat Grass Lane – Anderson Farms

<p>Date: February 5, 2024</p> <p>Applicant: WICP WEST OREM #4 LLC</p> <p>Presenting Staff: Michael Florence</p> <p>Type of Decision: Legislative</p> <p>Council Action Required: Yes</p>	<p><u>Development Agreement</u></p> <p>I move to (approve, deny, or continue) Resolution 2024-06-R (as presented, or with changes).</p>
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Overview:

The purpose of the development agreement is to outline the development responsibilities of the developer with the zone change. The applicant is agreeing to develop the building and site as proposed in the development agreement exhibits, if the City amends the zoning from Commercial General A-8 to Mixed Commercial. The development agreement will only apply to the property located at 625 N. 2800 W. The developer is proposing a building design and site that has the potential for a retail user if attracted to the property. If approved, the development agreement is then signed by the mayor and developer then recorded on the property title.

Exhibits

1. Resolution to Approve the development agreement
2. Draft Development Agreement Amendment with exhibits

RESOLUTION NO. 2024-06-R

A RESOLUTION APPROVING A DEVELOPMENT AGREEMENT BETWEEN WICP OREM WEST #4 LLC AND LINDON CITY FOR PROPERTY LOCATED AT 625 N. 2800 W. AND SETTING AN EFFECTIVE DATE.

WHEREAS, August 2023 WICP Orem West #4 LLC filed a land use application to amend the zoning for the property located at 625 N. 2800 W. (Parcel Number 67:013:0004) from Commercial General A-8 to Mixed Commercial; and

WHEREAS, WICP Orem West #4 LLC has prepared renderings and site plan exhibits to specify the building design, exterior building materials, and site layout and amenities of the proposed development; and

WHEREAS, the City Council finds that the resulting development will result in benefits to the City and its residents by, among other things, requiring the orderly development of the property as part of the overall development plan and meeting the commercial intent of the area and zoning for future tenants; and

WHEREAS, the City Council finds that the resulting development is consistent with the Lindon City General Plan for providing an attractive setting for a wide range of commercial retail, office, wholesale and service uses. That the development is part of a well-planned campus-like setting with clear and consistent urban design, streetscape, architectural, and site design standards to ensure a unified and high-quality appearance; and

WHEREAS, the City Council has reviewed the development agreement and has found its terms and conditions to be acceptable; and

WHEREAS, the City Council has received a favorable recommendation from the Lindon City Planning Commission for the zoning amendment.

NOW, THEREFORE, be it resolved by the Lindon City Council, that Mayor Carolyn Lundberg is hereby authorized to review the Amended Master Development Agreement for Anderson Farms, including all exhibits, and if found to be consistent with the terms and conditions presented this night, including such modifications as have been noted on the record, if any, to then sign and deliver said Agreement to Ivory Development LLC, making such Agreement lawfully binding upon Lindon City.

PASSED AND RECORDED THIS _____ DAY OF _____, 2024.

Carolyn Lundberg
Mayor

ATTEST:

Britni Laidler
Lindon City Recorder

WHEN RECORDED, RETURN TO:

Lindon City
100 N. State Street
Lindon, UT 84042

DEVELOPMENT AGREEMENT

This Development Agreement ("Agreement") is made and entered into this ____ day of _____, 2024, by and between WICP WEST OREM 4 LLC ("Developer") and the City of Lindon ("City") regarding development of real property located at 625 North 2800 West (Parcel Number 67:013:0004), Lindon Utah ("Property"). See Exhibit A.

RECITALS

This agreement is made pursuant to the following facts and in light of good and valuable consideration, with which the parties agree to and acknowledge:

- A. Developer owns real property located at 625 North 2800 W. Parcel Number 67:013:0004) which consists of 3.9876 acres and is more particularly described on Exhibit A, attached hereto and incorporated here by reference (the "Property").
- B. The Property is currently zoned as Commercial General A-8.
- C. In August of 2023, the Developer submitted a land use application to amend the zoning of the property to Mixed Commercial.
- D. On February 5, 2024 the Lindon City Council approved a zone map amendment as shown on ordinance 2024-1-0 attached hereto as Exhibit B, subject to and conditioned upon the terms and conditions of this agreement.
- E. The Developer is willing to design and construct the building elevations and site in accordance with Exhibits C and D, attached hereto.
- F. The City Council has further authorized the Mayor of Lindon City to execute and deliver this agreement on behalf of the City.
- G. The City has the authority to enter into this agreement pursuant to Utah Code Section 10-9a-102(2) and relevant municipal ordinances and desire to enter into this agreement with the Developer for the purpose of guiding the development of the Property in accordance with the terms and conditions of this Agreement and in accordance with applicant City ordinances.
- H. The Parties desire to enter into this Agreement to specify the rights and responsibilities of the Developer to develop the Property as expressed in this Agreement and the rights and

responsibilities of the City to allow and regulate such development pursuant to the requirements of this Agreement.

- I. The Parties understand and intend that this agreement is a “development agreement” with the meaning of, and entered into pursuant to, the terms of Utah Code Ann.,

AGREEMENT

NOW THEREFORE, in consideration of the mutual covenants and promises of the parties contained herein, the parties agree as follows:

1. Incorporation of Recitals. The foregoing Recitals are hereby incorporated into this Agreement as a substantive part hereof.
2. General Terms. The City approves the zoning map amendment from Commercial General A-8 to Mixed Commercial as shown in Exhibit B with the following terms and conditions.
 - a. The building will be constructed with the design and materials as shown in Exhibit C.
 - b. The site will be constructed with the layout as shown in Exhibit D.
3. Reserved Powers. The parties agree that the City reserves certain legislative powers to amend its Development Code to apply standards for development and construction generally applicable throughout the City. It is the intent of the Parties to vest the Developer with specific land use rights specifically defined in this Agreement and to require compliance by the Developer, their successors, heirs, designees, or assign, with all other generally applicable standards, conditions, and requirements enacted to protect the health, safety, and welfare of the current and future residents of the City.
4. Binding Effect. This Agreement shall run with the land and be binding upon and inure to the benefit of the successors, heirs, designees, and assigns of the parties hereto, and to an entity resulting from reorganization, consolidation, or merger of any party hereto. All rights, responsibilities and obligations under this Agreement shall be assumed by an successors or assigns or the Developer as a condition to the sale or assignment of any portion of the Property.
5. Integration. This agreement constitutes the entire agreement and understanding between the parties, and supersedes any previous agreement, representation, or understanding between the parties relating to the subject matter hereof; provided however, that the Development Code of the City shall govern procedures and standards for approval of all improvements and development contemplated herein.
6. Modifications In Writing. This Agreement may not be modified except by an instrument in writing signed by the parties hereto.
7. Governing Law. This Agreement shall be interpreted, construed, and enforced according to the laws of the State of Utah.

8. Cost of Enforcement. In the event of default on the part of any party this is Agreement, the defaulting party shall be liable for all costs and expenses incurred by the non-defaulting party in enforcing the provisions of this Agreement, whether or not legal action is instituted.
9. Notices. Any notices, requests and demands required or desired to be given hereunder shall be in writing and shall be served personally upon the party for whom intended, or if mailed, by certified mail, return receipt requested, postage prepaid, to such party at its address shown below:

To the Developer: WICP West Orem 4 LLC
625 N. 2800 W.
Lindon, UT 84042

To the City: Lindon City
Attention, Brian Haws
100 N. State
Lindon, UT 84042

LINDON CITY

WICP WEST OREM 4 LLC

DATED _____, 2024

DATED _____, 2024

By: _____
CAROLYN LUNDBERG
Lindon City Mayor

By: _____
WICP WEST OREM 4 LLC
Its: _____

Attest:

Britni Laidler, City Recorder

STATE OF UTAH)

:ss.

COUNTY OF UTAH)

On the ____ day of _____, 2024, personal appeared before me
_____, in his/her individual capacity as
_____, of WICP WEST OREM 4 LLC, being duly sworn by me, did say
that he/she was duly authorized by the company to sign the foregoing instrument in behalf of said
company.

NOTARY

My Commission Expires _____

EXHIBIT A

Legal Description

Parcel Number: 67:013:0004

LOT 4, PLAT B, MOUNTAIN TECH SUB AREA 3.988 AC.



EXHIBIT B

Zone Map Amendment Ordinance 2024-01-O

ORDINANCE NO. 2024-01-O

AN ORDINANCE OF THE CITY COUNCIL OF LINDON CITY, UTAH COUNTY, UTAH, AMENDING THE ZONING MAP ON PROPERTY IDENTIFIED BELOW FROM COMMERCIAL GENERAL A8 (CG-A8) TO MIXED COMMERCIAL (MC) AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council is authorized by state law to amend the Lindon City zoning map; and

WHEREAS, on August 7, 2023, a land use application was submitted to Lindon City by WICP Orem West #4 LLC to rezone approximately 3.99 acres from Commercial General A-8 (CG-A8) to Mixed Commercial (MC); and

WHEREAS, on August 22, 2023, the Planning Commission held a properly noticed public hearing to hear testimony regarding the ordinance amendment; and

WHEREAS, after the public hearing, the Planning Commission further considered the proposed rezone, and recommended that the City Council adopt the zone map amendment of Mixed Commercial (MC); and

WHEREAS, the City Council finds that certain changes are desirous in order to implement the City's general plan goals of expanding the range of commercial goods, services, and employment opportunities available within the community; and

WHEREAS, WICP Orem West #4 LLC has prepared renderings and site plan exhibits to specify the building design, exterior building materials, and site layout and amenities of the proposed development as included Lindon City Resolution 2024-06-R; and

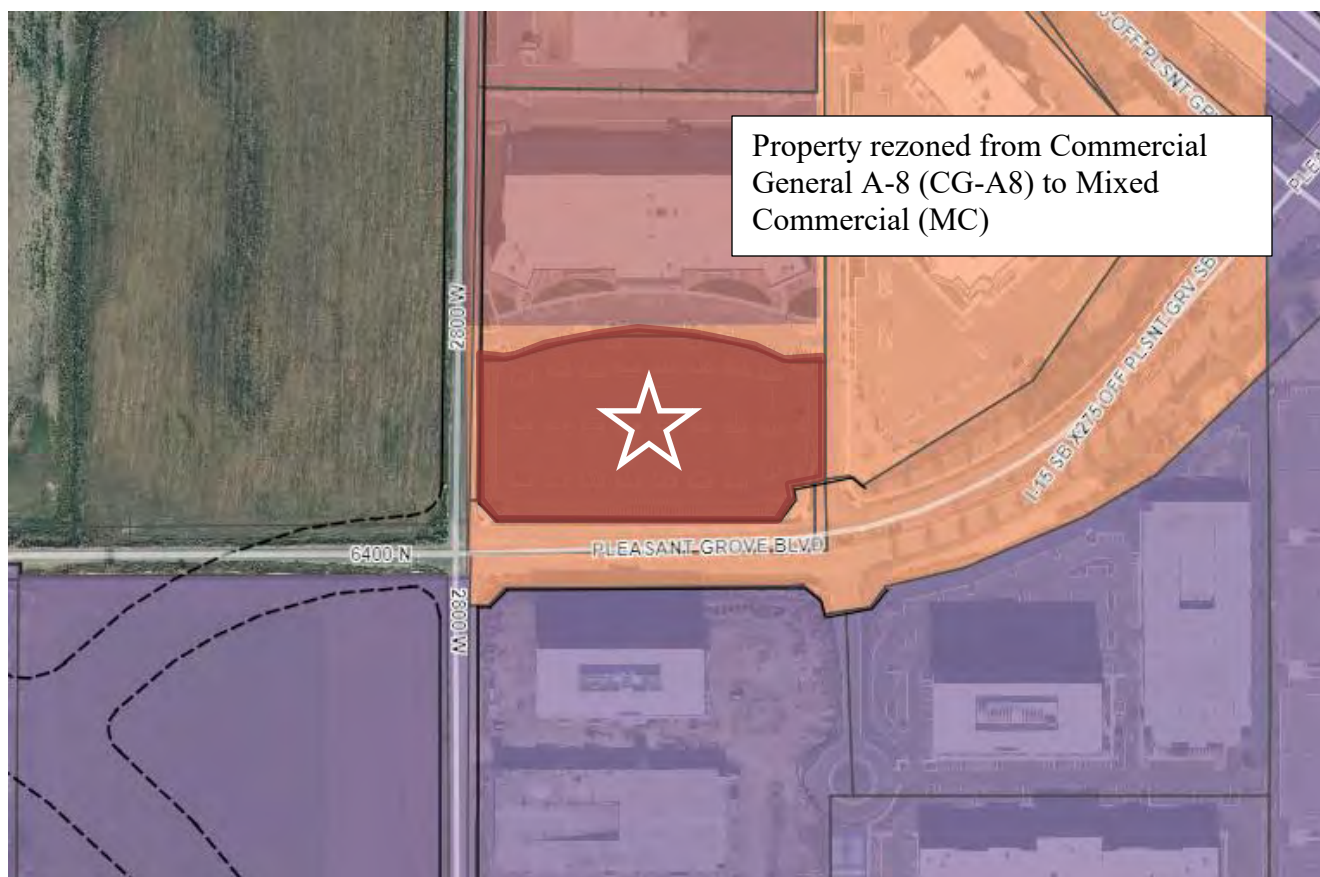
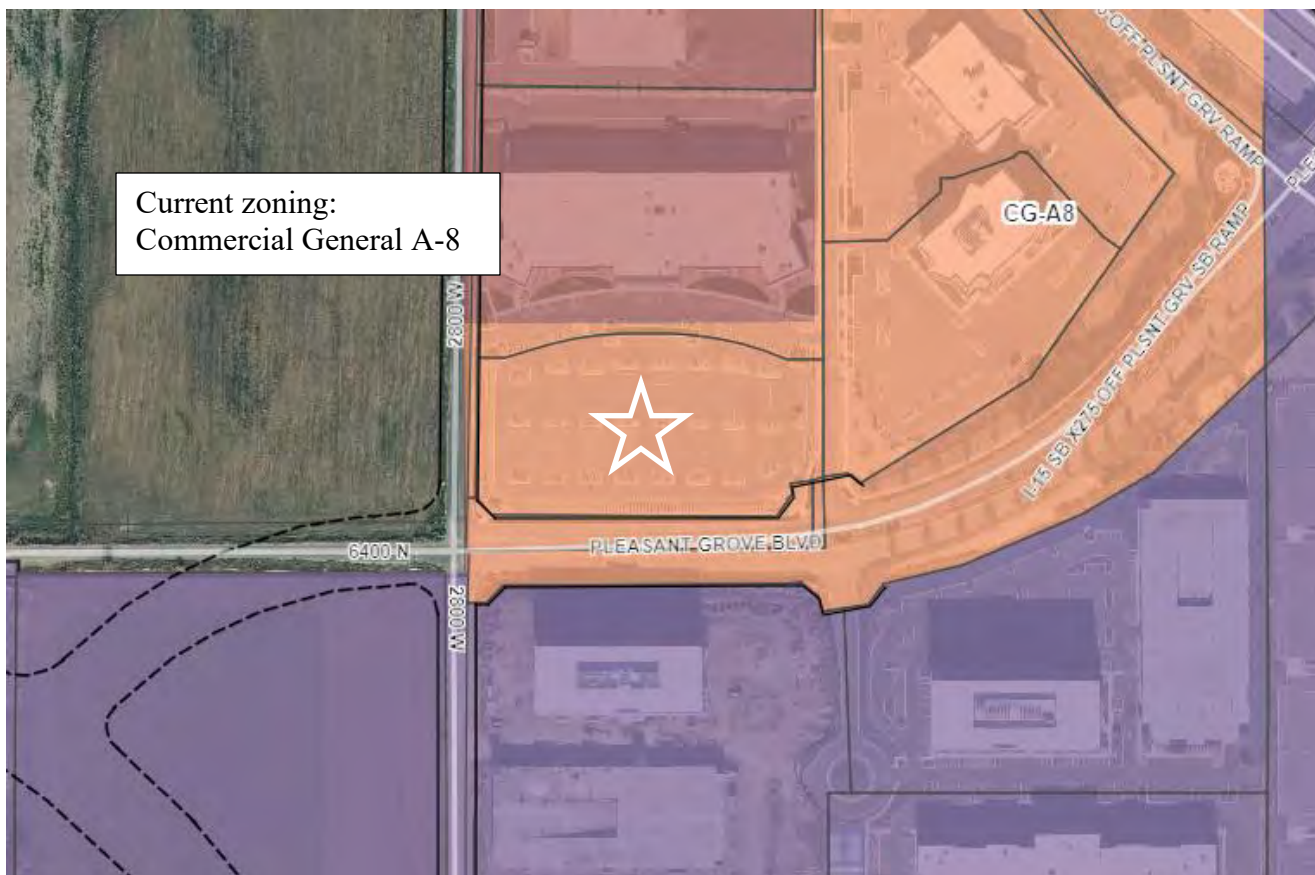
WHEREAS, the City Council finds that certain changes are desirous in order to implement the City's general plan goal of developing commercial uses that are highly accessible, and developed compatibly with the uses and character of the surrounding districts; and

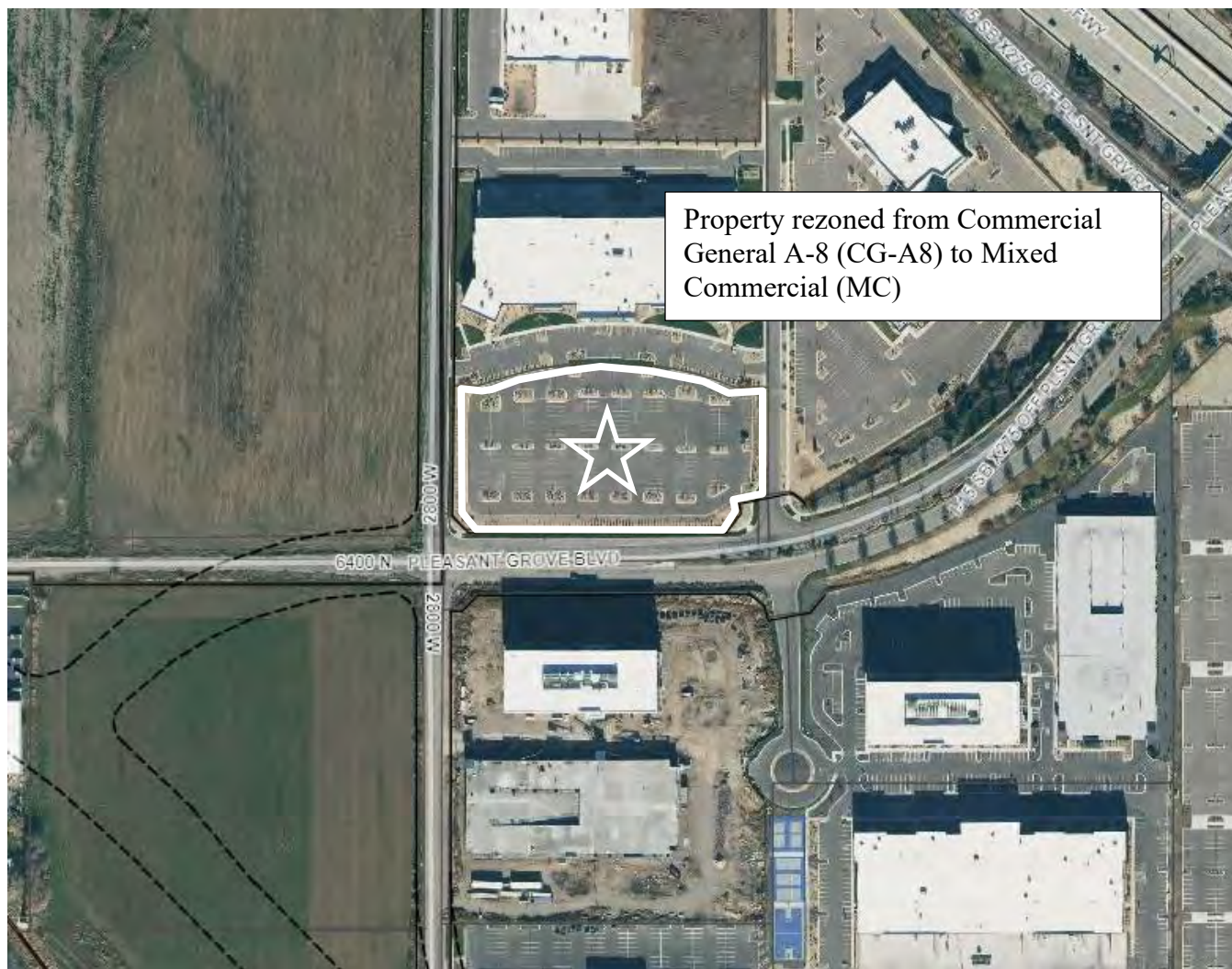
WHEREAS, the Council held a public hearing on September 18, 2023, to consider the recommendation and the Council received and considered all public comments that were made therein; and

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Lindon, Utah County, State of Utah, as follows:

SECTION I: The Lindon City Zoning Map is hereby amended as follows:

Parcel ID	Property Owner	Address
67:013:0004	WICP WEST OREM #4 LLC	625 N. 2800 W.





SECTION II: The provisions of this ordinance and the provisions adopted or incorporated by reference are severable. If any provision of this ordinance is found to be invalid, unlawful, or unconstitutional by a court of competent jurisdiction, the balance of the ordinance shall nevertheless be unaffected and continue in full force and effect.

SECTION III: Provisions of other ordinances in conflict with this ordinance and the provisions adopted or incorporated by reference are hereby repealed or amended as provided herein.

SECTION IV: This ordinance shall take effect immediately upon its passage and posting as provide by law.

PASSED and ADOPTED and made EFFECTIVE by the City Council of Lindon City, Utah, this _____ day of _____, 2024.

Carolyn Lundberg, Mayor

ATTEST:

Kathryn A. Moosman,
Lindon City Recorder

SEAL

EXHIBIT C

Building Rendering and Materials

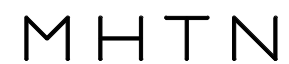
D



B

D





ARCHITECTS

MHTN Architects, Inc.
420 East South Temple
Suite 100
Salt Lake City, Utah 84111
Telephone (801) 595-6700
Telefax (801) 595-6717
www.mhtn.com

MARK WELDON

WICP OREM NORTH BUILDING 4

2575 W 400 N
LONDON, UTAH 84042

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SEA

MHTN PROJECT NO. 2023556

Original drawing is 30 x 42. Do not scale contents of this drawing.

REVISIONS

NO.△	DATE	DESCRIPTION
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ISSUE
CONCEPT SET
17 JULY 2023

SHEET NAME

MATERIALS

SHEET NUMBER

A212

EXHIBIT D

Site Plan Design

- 10. Review & Action - Resolution #2024-3-R Amending street name in Anderson Farms development.** The Council will consider a request to correct a street name labeling error. City staff request that a section of Briarwood Lane, between Ledgebrook Lane and Anderson Blvd, be renamed to Wheatgrass Lane. No residential addresses are impacted by this change. (10 Minutes)

Sample Motion: See staff report.

Change to Street Name from Briarwood Lane to Wheat Grass Lane – Anderson Farms

<p>Date: February 5, 2024</p> <p>Presenting Staff: Michael Florence</p> <p>Type of Decision: Legislative</p> <p>Council Action Required: Yes</p>	<p><u>Development Agreement</u></p> <p>I move to (approve, deny, or continue) Resolution 2024-3-R (as presented, or with changes).</p>
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Overview:

The purpose of this request is to change a street name in the Anderson Farms development. Ivory Development realized that they have two different streets with the name Briarwood Lane. This street is located between Anderson Boulevard and Ledgebrook Lane. The portion of Briarwood Lane that is proposing to be changed does not have any homes that address from it. This portion of the street will also match up with the new Wheat Grass Lane that connects Anderson Boulevard to 1200 W.

Portion of the Street where the name is to be changed from Briarwood Lane to Wheat Grass Lane



Exhibits

1. Resolution approving the street name change
2. Plat E subdivision map identifying the street name change
3. Plat H subdivision map identifying the street name change

RESOLUTION NO. 2024-3-R

A RESOLUTION CHANGING THE NAME OF BRIARWOOD LANE (615 North) BETWEEN LEDGEBROOK LANE AND ANDERSON BOULEVARD (1450 W.) TO WHEATGRASS LANE; AND SETTING AN EFFECTIVE DATE.

WHEREAS, Utah Code Annotated § 10-8 gives municipalities authority to name streets, courts, parks, thoroughfares and other public places and change the names thereof.; and

WHEREAS, Lindon City desires to provide correct street names and coordinates for proper street organization to direct the general public and emergency services; and

WHEREAS, Briarwood Lane (615 N.) connects between Anderson Boulevard (1450 W.) and Ledgebrook Lane (1380 W.). Lindon City desires to change the name of Briarwood Lane (615 N.) to Wheatgrass Lane (615 N.) between Anderson Boulevard (1450 W.) and Ledgebrook Lane (1380 W.).

NOW, THEREFORE, BE IT RESOLVED by Lindon City Council as follows:

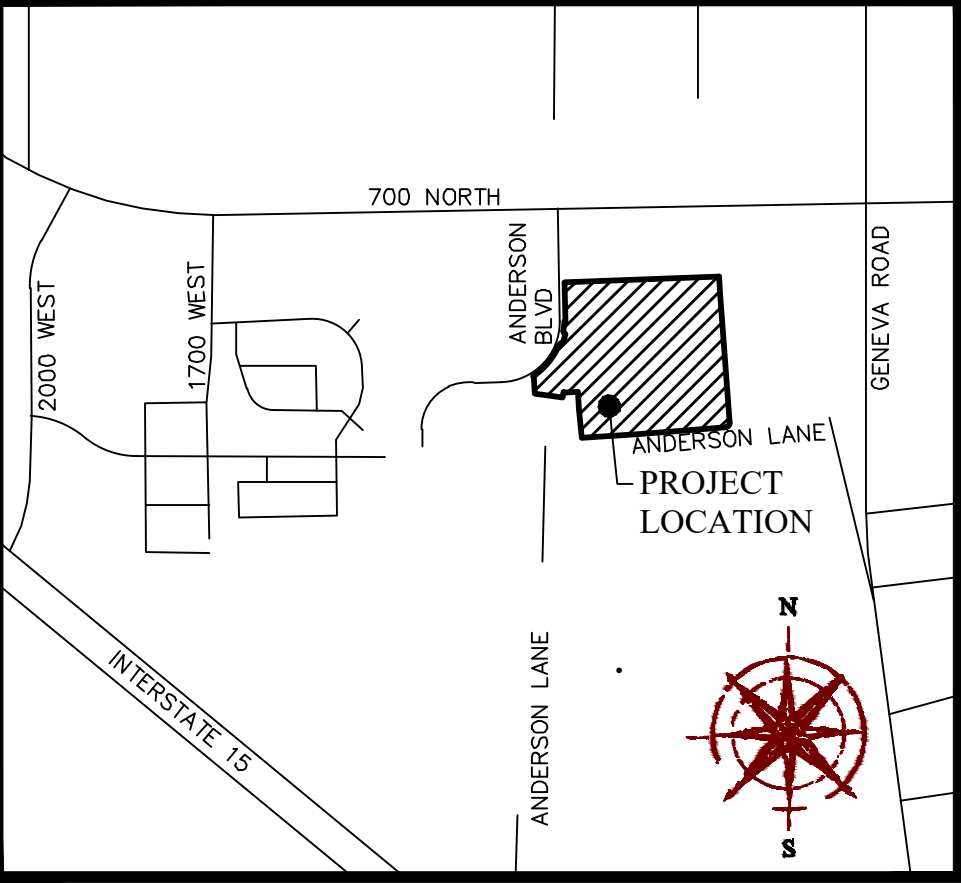
Section 1: That Briarwood Lane (615 N.) between Anderson Boulevard (1450 W.) and Ledgebrook Lane (1380 W.) be changed to Wheatgrass Lane (615 N.)

PASSED AND RECORDED THIS _____ DAY OF _____, 2024.

Carolyn Lundberg
Mayor

ATTEST:

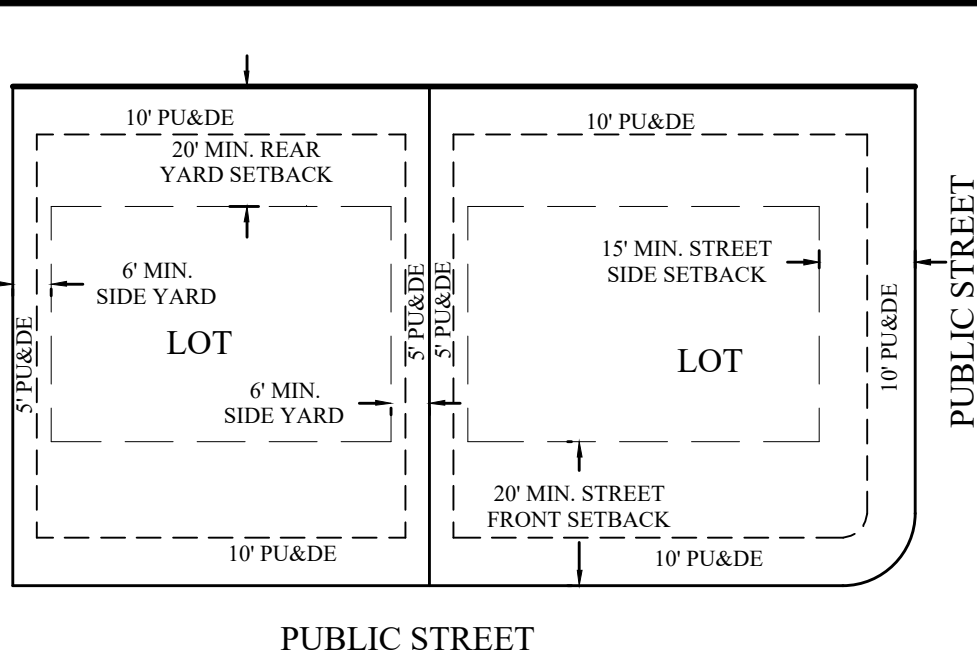
Britni Laidler
Lindon City Recorder



VICINITY MAP
N.T.S.

LEGEND

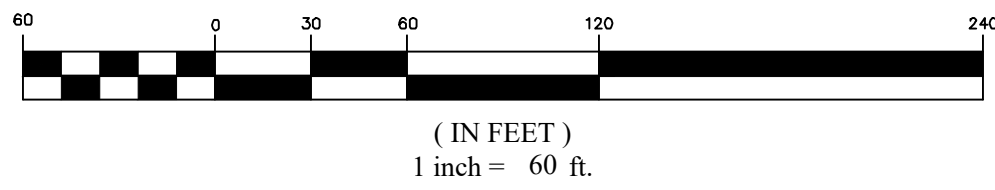
- BOUNDARY
- SECTION LINE
- EASEMENT
- RIGHT-OF-WAY LINE
- CENTERLINE
- BUILDING SETBACK
- EXISTING PROPERTY LINE
- SECTION MONUMENT (FOUND)
- BOUNDARY MARKERS



TYPICAL BUILDING SETBACKS
N.T.S.



GRAPHIC SCALE



SURVEYOR'S CERTIFICATE

I, JUSTIN LUNDBERG, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR, AND THAT I HOLD LICENSE NUMBER 12554439 AS PRESCRIBED UNDER THE LAWS OF THE STATE OF UTAH. I FURTHER CERTIFY THAT BY THE AUTHORITY OF THE OWNERS, I HAVE MADE A SURVEY OF THE TRACT OF LAND SHOWN ON THIS PLAT AND DESCRIBED BELOW, AND HAVE SUBDIVIDED SAID TRACT OF LAND INTO PARCELS, LOTS AND STREETS, HEREAFTER TO BE KNOWN AS:

**ANDERSON FARMS
PLAT H**

AND THAT THE SAME HAS BEEN CORRECTLY SURVEYED AND STAKED ON THE GROUND AS SHOWN ON THIS PLAT

Justin Lundberg
JUSTIN LUNDBERG
Professional Land Surveyor
License No. 12554439

01/23/24
Date

BOUNDARY DESCRIPTION

A portion of the NW1/4 of Section 32, Township 5 South, Range 2 East, Salt Lake Base and Meridian, Lindon City, Utah, more particularly described as follows:

Beginning at a point located on the southeasterly right-of-way line of ANDERSON BOULEVARD, said point being S00°11'45"E 137.92 feet along the Section line and N89°48'15"E 1489.94 feet from the Northwest Corner of Section 32, T5S, R2E, SLB&M; running thence along said right-of-way the following three (3) courses: (1) along the arc of a curve to the left with a radius of 417.00 feet a distance of 246.10 feet through a central angle of 33°48'49" Chord: N39°47'30"E 242.54 feet to a point of reverse curvature; (2) along the arc of a curve to the right having a radius of 15.00 feet a distance of 22.04 feet through a central angle of 84°11'53" Chord: N64°59'02"E 20.11 feet; (3) N17°00'59"E 58.00 feet; thence S72°57'39"E 119.42 feet; thence along the arc of a curve to the left with a radius of 1,000.00 feet a distance of 372.06 feet through a central angle of 21°19'03" Chord: S83°37'10"E 369.92 feet; thence N85°43'18"E 443.11 feet; thence along the arc of a curve to the left with a radius of 15.00 feet a distance of 23.58 feet through a central angle of 90°04'17" Chord: N40°41'10"E 21.23 feet; thence S04°20'58"E 501.51 feet; thence along the arc of a curve to the right with a radius of 25.00 feet a distance of 39.16 feet through a central angle of 89°45'34" Chord: S40°31'49"W 35.28 feet to the northerly right-of-way line of ANDERSON LANE; thence along said right-of-way line the following two (2) courses: (1) S85°43'40"W 510.90 feet; (2) S85°43'18"W 350.00 feet to an easterly boundary line of Anderson Farms Plat G Subdivision thereof recorded January 24, 2022 as Entry No. 9571:2022 in the Utah County Recorder's office; thence along said plat the following seven (7) courses: (1) N04°16'42"W 172.50 feet; (2) S85°43'18"W 1.31 feet; (3) N04°16'41"W 105.00 feet; (4) S85°43'18"W 83.65 feet; (5) Southerly along the arc of a non-tangent curve to the left having a radius of 222.50 feet (radius bears: S75°54'07"E) a distance of 28.28 feet through a central angle of 07°16'55" Chord: S10°27'25"W 28.26 feet; (6) N83°11'03"W 167.28 feet; (7) N04°16'41"W 105.52 feet to the point of beginning.

Containing 12.09 acres +/-

OWNER'S DEDICATION

KNOW ALL MEN BY THESE PRESENT THAT WE, THE UNDERSIGNED OWNER(S) OF THE ABOVE DESCRIBED TRACT OF LAND, HAVING CAUSED THE SAME TO BE SUBDIVIDED INTO LOTS, PARCELS, AND STREETS TO BE HEREAFTER KNOWN AS

**ANDERSON FARMS
PLAT H**

DO HEREBY DEDICATE FOR PERPETUAL USE OF THE PUBLIC ALL ROADS AND OTHER AREAS SHOWN ON THIS PLAT AS INTENDED FOR PUBLIC USE, THE UNDERSIGNED OWNER(S) ALSO HEREBY CONVEY TO ANY AND ALL PUBLIC UTILITY COMPANIES A PERPETUAL, NON-EXCLUSIVE EASEMENT OVER THE PUBLIC UTILITY EASEMENTS SHOWN ON THIS PLAT, THE SAME TO BE USED FOR THE INSTALLATION, MAINTENANCE, AND OPERATION OF UTILITY LINES AND FACILITIES.

IN WITNESS WHEREOF I HAVE HEREUNTO SET MY HAND THIS ____ DAY OF _____ A.D. 20__

CHRISTOPHER P. GAMVROULAS
PRESIDENT, IVORY DEVELOPMENT LLC

LIMITED LIABILITY ACKNOWLEDGMENT

STATE OF UTAH
S.S.
COUNTY OF _____

ON THE ____ DAY OF _____ A.D. 20__ PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, IN AN FOR THE COUNTY OF SALT LAKE, IN SAID STATE OF UTAH, CHRISTOPHER P. GAMVROULAS, WHO AFTER BEING DULY SWORN, ACKNOWLEDGED TO ME THAT HE IS THE PRESIDENT OF IVORY DEVELOPMENT LLC, A UTAH LLC AND THAT HE SIGNED THE OWNERS DEDICATION FREELY AND VOLUNTARILY FOR AND IN BEHALF OF SAID LIMITED LIABILITY COMPANY FOR THE PURPOSES THEREIN MENTIONED.

MY COMMISSION EXPIRES: _____ A NOTARY PUBLIC COMMISSIONED IN UTAH RESIDING IN _____ COUNTY

MY COMMISSION No. _____ PRINTED FULL NAME OF NOTARY _____

ACCEPTANCE BY LEGISLATIVE BODY

THE CITY COUNCIL OF LINDON CITY, COUNTY OF UTAH, APPROVES THIS SUBDIVISION AND HEREBY ACCEPTS THE DEDICATION OF ALL STREETS, EASEMENTS, AND OTHER PARCELS OF LAND INTENDED FOR PUBLIC PURPOSES FOR THE PERPETUAL USE OF THE PUBLIC THIS ____ DAY OF _____, 20__.

APPROVED BY MAYOR _____ APPROVED BY CITY ATTORNEY _____

APPROVED BY CITY ENGINEER (SEE SEAL BELOW) _____ ATTEST BY CITY RECORDER (SEE SEAL BELOW) _____

PLANNING COMMISSION CHAIR _____ PLANNING DIRECTOR _____

**ANDERSON FARMS
PLAT H
SUBDIVISION**

LOCATED IN THE NW 1/4 OF SECTION 32, T5S, R2E,
SALT LAKE BASE & MERIDIAN
LINDON CITY, UTAH COUNTY, UTAH

SURVEYOR'S SEAL	NOTARY PUBLIC SEAL	LINDON CITY ENGINEER SEAL	LINDON CITY RECORDER SEAL

NOTES

- PUBLIC UTILITY EASEMENTS ARE 10' UNLESS NOTED OTHERWISE.
- #5 REBAR & CAP TO BE SET AT ALL REAR LOT CORNERS.
- NAIL TO BE SET IN TOP OF CURB AT PROJECTION OF SIDE LOT LINES IN LIEU OF SETTING FRONT LOT CORNERS.
- POTENTIAL PURCHASERS OF PROPERTY LEGALLY DESCRIBED BY THIS PLAT ARE ADVISED TO FAMILIARIZE THEMSELVES WITH ALL NOTES, LOT INFORMATION, EASEMENTS, AND OTHER PERTINENT INFORMATION CONTAINED WITH THIS PLAT AND ALSO WITH ANY CONDITIONS, COVENANTS AND RESTRICTIONS (CC&RS) DOCUMENTS RECORDED AGAINST LAND LEGALLY DESCRIBE BY THIS PLAT. FAILURE TO ADHERE TO THESE NOTES, EASEMENT, CC&RS OR OTHER DOCUMENTS RECORDED AGAINST THE LAND COULD RESULT IN FINANCIAL LOSSES TO OR CHANGES IN EXPECTED PROPERTY USE OF THE PROPERTY OWNER. PROPERTY OWNERS AND PURCHASERS ARE RESPONSIBLE TO REVIEW AND FOLLOW ALL NOTES, EASEMENTS, CC&RS, AND OTHER RECORDED DOCUMENTS RELATED TO THIS PLAT, AS CURRENTLY EXISTING OR AS MAY FROM TIME TO TIME BE CHANGED AND/OR AMENDED.
- SEWER AND LAND DRAIN LATERALS ARE PRIVATE FROM THE ROW LINE TO THE HOME. SECONDARY AND CULINARY WATER ARE PRIVATE FROM THE METER TO THE HOME. MAINTENANCE OF ALL PRIVATE PORTIONS OF THE LATERALS ARE THE RESPONSIBILITY OF ANDERSON FARMS MASTER ASSOCIATION.
- XXX-XX EASEMENT MEASUREMENT.
- ALL PRIVATE RIGHT OF WAYS ARE DEDICATED AS PUBLIC UTILITY, DRAINAGE, AND LINDON CITY UTILITY EASEMENTS.
- PARCELS ARE HEREBY DEDICATED TO LINDON CITY, AND ARE PUBLIC UTILITY AND DRAINAGE EASEMENTS. PARCELS WILL BE MAINTAINED BY THE HOA
- ANDERSON FARMS MASTER ASSOCIATION
13894 SOUTH BANGERTER PARKWAY, Suite 200
DRAPER, UT. 84020

WEST 1/4 CORNER OF SECTION 32, T5S, R2E, SLB&M 1960 UTAH COUNTY MONUMENT

WEST 1/4 CORNER OF SECTION 29, T5S, R2E, SLB&M 1955 UTAH COUNTY MONUMENT

NORTHWEST CORNER OF SECTION 32, T5S, R2E, SLB&M 1955 UTAH COUNTY MONUMENT

POINT OF BEGINNING

DETAIL A (SEE SHEET 2)

WHEATGRASS LANE

BRUARWOOD LANE

CORNSTALK LANE

SWEET CORN LANE

VALLEY DRIVE

ANDERSON FARMS PLAT G ENTRY: 9571-2022

LAKEVIEW INDUSTRIAL PARK PLAT E ENTRY: 29461-2011

ANDERSON FARMS PLAT H ENTRY: 213955-2021

PARCEL J

PRIVATE DRIVE A (24' WIDE)

PARCEL I

PRIVATE DRIVE B (24' WIDE)

PARCEL K

PRIVATE DRIVE C (24' WIDE)

PARCEL G

PARCEL H

PARCEL L

PARCEL M

PARCEL N

PARCEL O

PARCEL P

PARCEL Q

PARCEL R

PARCEL S

PARCEL T

PARCEL U

PARCEL V

PARCEL W

PARCEL X

PARCEL Y

PARCEL Z

PARCEL AA

PARCEL AB

PARCEL AC

PARCEL AD

PARCEL AE

PARCEL AF

PARCEL AG

PARCEL AH

PARCEL AI

PARCEL AJ

PARCEL AK

PARCEL AL

PARCEL AM

PARCEL AN

PARCEL AO

PARCEL AP

PARCEL AQ

PARCEL AR

PARCEL AS

PARCEL AT

PARCEL AU

PARCEL AV

PARCEL AW

PARCEL AX

PARCEL AY

PARCEL AZ

PARCEL BA

PARCEL BB

PARCEL BC

PARCEL BD

PARCEL BE

PARCEL BF

PARCEL BG

PARCEL BH

PARCEL BI

PARCEL BJ

PARCEL BK

PARCEL BL

PARCEL BM

PARCEL BN

PARCEL BO

PARCEL BP

PARCEL BQ

PARCEL BR

PARCEL BS

PARCEL BT

PARCEL BU

PARCEL BV

PARCEL BW

PARCEL BX

PARCEL BY

PARCEL BZ

PARCEL CA

PARCEL CB

PARCEL CC

PARCEL CD

PARCEL CE

PARCEL CF

PARCEL CG

PARCEL CH

PARCEL CI

PARCEL CJ

PARCEL CK

PARCEL CL

PARCEL CM

PARCEL CN

PARCEL CO

PARCEL CP

PARCEL CQ

PARCEL CR

PARCEL CS

PARCEL CT

PARCEL CU

PARCEL CV

PARCEL CW

PARCEL CX

PARCEL CY

PARCEL CZ

PARCEL DA

PARCEL DB

PARCEL DC

PARCEL DD

PARCEL DE

PARCEL DF

PARCEL DG

PARCEL DH

PARCEL DI

PARCEL DJ

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PARCEL EC

PARCEL ED

PARCEL EE

PARCEL EF

PARCEL EG

PARCEL EH

PARCEL EI

PARCEL EJ

PARCEL EK

PARCEL EL

PARCEL EM

PARCEL EN

PARCEL EO

PARCEL EP

PARCEL EQ

PARCEL ER

PARCEL ES

PARCEL ET

PARCEL EU

PARCEL EV

PARCEL EW

PARCEL EX

PARCEL EY

PARCEL EZ

PARCEL FA

PARCEL FB

PARCEL FC

PARCEL FD

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PARCEL FR

PARCEL FS

PARCEL FT

PARCEL FU

PARCEL FV

PARCEL FW

PARCEL FX

PARCEL FY

PARCEL FZ

PARCEL GA

PARCEL GB

PARCEL GC

PARCEL GD

PARCEL GE

PARCEL GF

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PARCEL GJ

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PARCEL IA

PARCEL IB

PARCEL IC

PARCEL ID

PARCEL IE

PARCEL IF

PARCEL IG

PARCEL IH

PARCEL II

PARCEL IJ

PARCEL IK

PARCEL IL

PARCEL IM

PARCEL IN

PARCEL IO

PARCEL IP

PARCEL IQ

PARCEL IR

PARCEL IS

PARCEL IT

PARCEL IU

PARCEL IV

PARCEL IW

PARCEL IX

PARCEL IY

PARCEL IZ

PARCEL JA

PARCEL JB

PARCEL JC

PARCEL JD

PARCEL JE

PARCEL JF

PARCEL JG

PARCEL JH

PARCEL JI

PARCEL JJ

PARCEL JK

PARCEL JL

PARCEL JM

PARCEL JN

PARCEL JO

PARCEL JP

PARCEL JQ

PARCEL JR

PARCEL JS

PARCEL JT

PARCEL JU

PARCEL JV

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FOCUS
ENGINEERING AND SURVEYING, LLC
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www.focusutah.com

OWNER/DEVELOPER
IVORY DEVELOPMENT LLC
3340 NORTH CENTER STREET
LEHI, UTAH

11. Public Hearing: Resolution #2024-4-R; FY2023-24 Budget and Fee Schedule update. The Council will review and consider updates to the FY23-24 budget and fee schedule as presented.
(20 minutes)

Sample Motion: I move to (*approve, reject*) Resolution #2024-4-R (*as presented or amended*).

See attached Resolution and budget information from the Finance Department.

RESOLUTION NO. 2024-4-R

A RESOLUTION OF THE CITY COUNCIL OF LINDON CITY, UTAH COUNTY, UTAH, AMENDING VARIOUS SECTIONS OF THE LINDON CITY BUDGET AND FEE SCHEDULE FOR FISCAL YEAR FY2023-24 AND SETTING AN EFFECTIVE DATE.

WHEREAS, The Municipal Council of Lindon City finds it prudent and in accordance with sound fiscal policy to amend the Lindon City Budget and Fee Schedule for Fiscal Year 2023-24 (FY2024); and

WHEREAS, the on-going budget reports indicate several items which need to be adjusted to actual costs associated with current projects and revenue/expenditure line items updated based on new information and data obtained since the budget was adopted in June of 2023; and

WHEREAS, the fee schedule needs to be updated in order to cover costs of providing goods and services to the public; and

WHEREAS, public notice of the budget amendment has been advertised and public hearing held on February 5, 2024 regarding the proposed amendments; and

WHEREAS, the Municipal Council desires to amend the FY2023-24 Lindon City Budget and Fee Schedule to reflect these needed amendments.

THEREFORE, BE IT RESOLVED by the Lindon City Council of Lindon City, Utah County, State of Utah, as follows:

Section I. The FY2023-24 Lindon City Budget and Fee Schedule is hereby amended as shown on the attached memorandums for specific line items as listed.

Section II. This resolution shall take effect immediately upon passage.

PASSED AND ADOPTED by the Lindon City Council on this the 5th day of February, 2024.

By _____
Carolyn O. Lundberg, Mayor

Attest:

By _____
Britni Laidler, City Recorder

BUDGET AMENDMENT
FISCAL YEAR 2023-2024
February 5, 2024

			REVENUES			EXPENDITURES		
Acct #	Note	Description	Previous Budget	Amended Budget	Variance	Previous Budget	Amended Budget	Variance
GENERAL FUND								
10-32-100	1	Business Licenses & Permits	75,000	104,200	29,200			
10-32-350	1	Building Bonds Forfeited	-	6,000	6,000			
10-32-400	1	Plan Review Fee	35,000	65,000	30,000			
10-34-556	1	Fire Safety Inspection	-	1,000	1,000			
10-36-110	1	Police Misc. Revenue	38,000	50,000	12,000			
10-36-635	1	Sale of Surplus Items	10,000	178,500	168,500			
10-36-904	1	Lease Revenue-Bldg	-	37,235	37,235			
10-36-905	1	Lease Revenue	225,000	187,765	(37,235)			
10-37-100	1	Sale of Burial Plots	50,000	75,000	25,000			
10-38-900	23	Use of Fund Balance	1,444,646	1,091,536	(353,110)			
10-44-110	2	Salaries & Wages				792,510	790,110	(2,400)
10-44-290	2	Gasoline				1,500	5,500	4,000
10-44-675	3	Purchase of Equipment				2,000	4,000	2,000
10-51-675	3	Purchase of Equipment				25,000	33,500	8,500
10-54-230	4	Travel & Training				15,500	18,625	3,125
10-54-510	5	Insurance				6,500	7,300	800
10-57-630	6	North Ut County Animal Shelter				30,000	40,315	10,315
10-60-510	5	Insurance				8,400	10,210	1,810
10-60-740	7	Purchase of Capital Asset				-	8,600	8,600
10-62-310	8	Professional & Tech Services				10,000	18,000	8,000
10-62-740	9	Purchase of Capital Asset				415,000	245,480	(169,520)
10-64-115	10	Salaries & Wages - Overtime				6,940	10,000	3,060
10-64-510	5	Insurance				10,500	12,275	1,775
10-67-675	11	Purchase of Equipment				-	525	525
10-67-760	12	Office/Warehouse				280,000	318,000	38,000
			<u>1,877,646</u>	<u>1,796,236</u>		<u>1,603,850</u>	<u>1,522,440</u>	
NET GENERAL FUND INCREASE					<u>(81,410)</u>			<u>(81,410)</u>
REDEVELOPMENT AGENCY (RDA) FUND								
22-30-390	23	District 3 - Use of Fund Bal	244,100	248,100	4,000			
22-30-425	13	700N CDA - Tax Increment	170,000	179,360	9,360			
22-30-430	13	700N CDA - Prior Yr Tax Incr	-	6,150	6,150			
22-30-490	23	700N CDA - Use of Fund Balance	419,400	403,890	(15,510)			
22-83-310	14	District 3 - Professional & Tech Services				7,000	11,000	4,000
			<u>833,500</u>	<u>837,500</u>		<u>7,000</u>	<u>11,000</u>	
NET REDEVELOPMENT AGENCY (RDA) FUND INCREASE					<u>4,000</u>			<u>4,000</u>

BUDGET AMENDMENT
FISCAL YEAR 2023-2024
February 5, 2024

			REVENUES			EXPENDITURES		
Acct #	Note	Description	Previous Budget	Amended Budget	Variance	Previous Budget	Amended Budget	Variance
PARC TAX FUND								
24-30-900	23	Use of Fund Balance	424,840	469,465	44,625			
24-41-675	15	Purchase of Equipment				139,470	23,370	(116,100)
24-41-920	15	Trfr to Recreation-Capital Exp				50,000	166,100	116,100
24-42-620	16	Other Services				10,000	10,060	60
24-44-250	17	Operating Supplies & Maint				16,000	49,000	33,000
24-44-620	16	Other Services				-	11,565	11,565
			424,840	469,465		215,470	260,095	
NET PARC TAX FUND INCREASE					44,625			44,625
WATER FUND								
51-30-600	18	Grant Proceeds	400,000	455,805	55,805			
51-30-980	23	Use of Fund Balance	5,266,173	5,210,368	(55,805)			
			5,666,173	5,666,173		-	-	
NET WATER FUND INCREASE					-			-
SEWER FUND								
52-30-980	23	Use of Fund Balance	103,617	161,292	57,675			
52-40-510	5	Insurance				10,050	10,505	455
52-40-600	19	Orem City Sewage Collection				600,000	650,000	50,000
52-40-757	20	Infiltration Elimination				80,000	87,220	7,220
			103,617	161,292		690,050	747,725	
NET SEWER FUND INCREASE					57,675			57,675
STORM WATER DRAINAGE FUND								
54-30-900	23	Use of Fund Balance	477,066	477,196	130			
54-40-222	21	Uniform Expense				1,540	1,670	130
			477,066	477,196		1,540	1,670	
NET STORM WATER DRAINAGE FUND INCREASE					130			130

BUDGET AMENDMENT
FISCAL YEAR 2023-2024
February 5, 2024

			REVENUES			EXPENDITURES		
Acct #	Note	Description	Previous Budget	Amended Budget	Variance	Previous Budget	Amended Budget	Variance
RECREATION FUND								
55-30-410	22	Special Event Revenue	-	3,675	3,675			
55-30-570	22	Community Center Donations	500	1,500	1,000			
55-30-880	15	Transfer from PARC Tax Fund	185,000	301,100	116,100			
55-30-900	23	Use of Fund Balance	1,120,908	1,138,398	17,490			
55-41-730	15	Aq. Ctr. Improvements				305,000	443,200	138,200
55-42-510	5	Comm. Ctr. Insurance				10,560	10,625	65
			<u>1,306,408</u>	<u>1,444,673</u>		<u>315,560</u>	<u>453,825</u>	
NET RECREATION FUND INCREASE					<u>138,265</u>			<u>138,265</u>
CITYWIDE TOTAL								
			<u>10,689,250</u>	<u>10,852,535</u>		<u>2,833,470</u>	<u>2,996,755</u>	
					<u>163,285</u>			<u>163,285</u>
CHANGE IN REVENUES & EXPENDITURES								
Change in Citywide Rev. & Exp.			378,500	670,385	291,885	2,243,000	2,249,965	6,965
Carryover from Prior Fiscal Year			400,000	455,805	55,805	96,000	136,220	40,220
Increase (Decrease) by Moving Exp in GL			225,000	225,000	-	444,470	444,470	-
Increase (Decrease) in Interfund Transfers			185,000	301,100	116,100	50,000	166,100	116,100
Increase (Decrease) in Use of Fund Bal.			9,500,750	9,200,245	(300,505)			
Increase (Decrease) in Appr. to Fund Bal.						-	-	-
Citywide Totals			<u>10,689,250</u>	<u>10,852,535</u>		<u>2,833,470</u>	<u>2,996,755</u>	
Net Increase (Decrease) in Rev. & Exp.					<u>163,285</u>			<u>163,285</u>

**SUMMARY OF CHANGES IN FUND BALANCE
UPDATED FOR 2/5/2024 BUDGET AMENDMENT**

	Governmental Funds							Proprietary Funds						Total All Funds
	General	RDA	PARC Tax	Roads CIP	Parks CIP	Facilities CIP	Debt Svc	Water	Sewer	Garbage	Storm	Recreation	Telecomm.	
Beginning Balances	5,924,539	1,269,874	540,273	4,609,513	2,844,474	932,643	-	10,572,384	3,447,106	68,625	5,048,598	1,880,598	(2,119)	37,136,510
Revenues														
Program revenues														
Charges for services	2,406,259							3,383,610	1,063,590	710,000	1,320,900	1,015,500	40,000	9,939,859
Impact Fees	7,600			6,000	200,000			87,500	61,600		45,000			407,700
Grants and contributions	129,500											134,690		264,190
General revenues														
Property taxes	2,602,000													2,602,000
Sales tax	6,303,500													6,303,500
Other taxes	2,078,000	185,510	945,000	1,165,000										4,373,510
Other	2,535,390	3,929,500	42,000	150,000	100,000			455,805	1,073,950		750,000	-	-	9,036,645
Total revenues	16,062,249	4,115,010	987,000	1,321,000	300,000	-	-	3,988,915	2,199,140	710,000	2,115,900	1,150,190	40,000	32,989,404
Transfers In	-	500,000	-	500,000	-	-	491,290	-	500,000	10,000	-	853,550	-	2,854,840
Expenses														
General government	5,275,920	363,285												5,639,205
Public safety	6,724,865													6,724,865
Streets	1,250,210			176,500										1,426,710
Parks and recreation	1,349,050		1,155,365											2,504,415
Capital projects		4,892,615		2,400,000	2,176,900	-								9,469,515
Debt Service							491,290							491,290
Water								9,094,268						9,094,268
Sewer									2,860,432					2,860,432
Solid Waste										708,650				708,650
Storm Water Drainage											2,593,096			2,593,096
Recreation Fund												3,142,138		3,142,138
Telecomm. Fund													36,000	36,000
Total expenses	14,600,045	5,255,900	1,155,365	2,576,500	2,176,900	-	491,290	9,094,268	2,860,432	708,650	2,593,096	3,142,138	36,000	44,690,584
Transfers Out	2,553,740	-	301,100	-	-	-	-	-	-	-	-	-	-	2,854,840
Ending Balances	4,833,003	628,984	70,808	3,854,013	967,574	932,643	-	5,467,031	3,285,814	79,975	4,571,402	742,200	1,881	25,435,330
Percent Change	-18.4%	-50.5%	-86.9%	-16.4%	-66.0%	0.0%	0.0%	-48.3%	-4.7%	16.5%	-9.5%	-60.5%	-188.8%	-31.5%

GENERAL FUND:

Example General Fund Balance Levels based on projected revenues for:

	<u>Fund Bal.</u>	<u>% of Rev.</u>		<u>2023-2024</u>
6/30/2024	4,833,003	32.17%	35%	5,258,263 maximum
			30%	4,507,083
			25%	3,755,902
			20%	3,004,722
			15%	2,253,541

Date printed: 2/1/2024

2024FY BUDGET AMENDMENT NOTES

February 5, 2024

- | | | | |
|---|---------------|-----------------------------|------------|
| 1 | GL# 10-32-100 | Business Licenses & Permits | +\$29,200 |
| | GL# 10-32-350 | Building Bonds Forfeited | +\$6,000 |
| | GL# 10-32-400 | Plan Review Fee | +\$30,000 |
| | GL# 10-34-556 | Fire Safety Inspection | +\$1,000 |
| | GL# 10-36-110 | Police Misc. Revenue | +\$12,000 |
| | GL# 10-36-635 | Sale of Surplus Items | +\$168,500 |
| | GL# 10-36-904 | Lease Revenue-Bldg | +\$37,235 |
| | GL# 10-36-905 | Lease Revenue | (\$37,235) |
| | GL# 10-37-100 | Sale of Burial Plots | +\$25,000 |
- Adjusting General Fund revenues to better match year-end projections. Moving the lease revenue for the basement to its own revenue line.*
-
- | | | | |
|---|---------------|------------------|-----------|
| 2 | GL# 10-44-110 | Salaries & Wages | (\$2,400) |
| | GL# 10-44-290 | Gasoline | +\$4000 |
- Adjusting to remove monthly travel stipend and adjust fuel expenditures to better match year-end projections.*
-
- | | | | |
|---|---------------|-----------------------|----------|
| 3 | GL# 10-44-675 | Purchase of Equipment | +\$2,000 |
| | GL# 10-51-675 | Purchase of Equipment | +\$8,500 |
- Adjusting for equipment costs to equip and furnish the offices for the new HR Generalist and City Recorder/Court Clerk.*
-
- | | | | |
|---|---------------|-------------------|----------|
| 4 | GL# 10-54-230 | Travel & Training | +\$3,125 |
|---|---------------|-------------------|----------|
- Increase to pay for new police officer's tuition for UVU's law enforcement academy.*
-
- | | | | |
|---|---------------|-----------|----------|
| 5 | GL# 10-54-510 | Insurance | +\$800 |
| | GL# 10-64-510 | Insurance | +\$1,775 |
| | GL# 52-40-510 | Insurance | +\$455 |
| | GL# 55-42-510 | Insurance | +\$65 |
- Adjusting for increase in property and liability insurance premiums.*
-
- | | | | |
|---|---------------|--------------------------------|-----------|
| 6 | GL# 10-57-630 | North UT County Animal Shelter | +\$10,315 |
|---|---------------|--------------------------------|-----------|
- Adjusting for actual assessment.*
-
- | | | | |
|---|---------------|---------------------------|----------|
| 7 | GL# 10-60-740 | Purchase of Capital Asset | +\$8,600 |
|---|---------------|---------------------------|----------|
- Increase to purchase a concrete/asphalt walk behind saw.*
-
- | | | | |
|---|---------------|------------------------------|----------|
| 8 | GL# 10-62-310 | Professional & Tech Services | +\$8,000 |
|---|---------------|------------------------------|----------|
- Increase to pay for grant consulting and GIS services.*
-
- | | | | |
|---|---------------|---------------------------|-------------|
| 9 | GL# 10-62-740 | Purchase of Capital Asset | (\$169,520) |
|---|---------------|---------------------------|-------------|
- Adjusting to delay purchasing a dump truck until next fiscal year and to make a purchase of a portable message boards this fiscal year.*

2024 FY BUDGET AMENDMENT (Cont'd)

- | | | | |
|----|--|----------------------------------|-------------|
| 10 | GL# 10-64-115 | Salaries & Wages - Overtime | +\$3,060 |
| | <i>Adjusting Parks overtime budget to better match year-end projections.</i> | | |
| 11 | GL# 10-67-675 | Purchase of Equipment | +\$525 |
| | <i>Increase to cover network equipment costs for new cemetery building.</i> | | |
| 12 | GL# 10-67-760 | Office/Warehouse | +\$38,000 |
| | <i>Increase to cover costs for new cemetery building.</i> | | |
| 13 | GL# 22-30-425 | 700N CDA – Tax Increment | +\$9,360 |
| | GL# 22-30-430 | 700N CDA – Prior Yr Tax Incr | +\$6,150 |
| | <i>Increase for actual revenue received.</i> | | |
| 14 | GL# 22-83-310 | Dist3 – Professional Services | +\$4,000 |
| | <i>Increase for services assisting with the creation of a CRA within RDA District 3.</i> | | |
| 15 | GL# 24-41-675 | Purchase of Equipment | (\$116,100) |
| | GL# 24-41-920 | Trfr to Recreation – Capital Exp | +\$116,100 |
| | GL# 55-30-880 | Trfr from PARC Tax Fund | +\$116,100 |
| | GL# 55-41-730 | Aq. Ctr. Improvements | +\$116,100 |
| | GL# 55-41-730 | Aq. Ctr. Improvements | +\$22,100 |
| | <i>Moving capital outlay for improvements to the concession stand to the Recreation Fund along with the transfer of PARC Tax funds to cover the improvements. Also, increase the budget to cover phase 1 costs for replacing the pool Myrtha lining from \$100,000 to \$122,100.</i> | | |
| 16 | GL# 24-42-620 | Other Services | +\$60 |
| | GL# 24-44-620 | Other Services | +\$11,565 |
| | <i>Adjusting for increased costs to paint the Community Center and to re-stain 2 pavilions and bathrooms at Pioneer Park.</i> | | |
| 17 | GL# 24-44-250 | Operating Supplies & Maint | +\$33,000 |
| | <i>Carry over from last fiscal year for bathroom security.</i> | | |
| 18 | GL# 51-30-600 | Grant Proceeds | +\$55,805 |
| | <i>Carry over from last fiscal year water grants.</i> | | |
| 19 | GL# 52-40-600 | Orem City Sewer Collection | +\$50,000 |
| | <i>Adjusting for Orem City Sewer Collection increase.</i> | | |
| 20 | GL# 52-40-757 | Infiltration Elimination | +\$7,220 |
| | <i>Carry over sewer manhole work from previous fiscal year.</i> | | |
| 21 | GL# 54-40-222 | Uniform Expense | +\$130 |
| | <i>Adjusting for actual costs.</i> | | |
| 22 | GL# 55-30-410 | Special Event Revenue | +\$3,675 |
| | GL# 55-30-570 | Community Center Donations | +\$1,000 |
| | <i>Increase for sponsorships and donations received.</i> | | |

2024 FY BUDGET AMENDMENT (Cont'd)

- 23 Multiple GL's Use of Fund Balance (\$300,505)
The changes in revenues and expenses are balanced and offset by changes in the use of fund balances.

PROPOSED FEE SCHEDULE CHANGES

ADDITIONS

MISCELLANEOUS

Dowdle Centennial Products

Framed Giclee Canvas Prints

11" x 14"	\$150.00
16" x 20"	\$255.00
18" x 24"	\$335.00
22" x 28"	\$495.00
24" x 30" (special discounted price)	\$375.00
32" x 40"	\$750.00
40" x 50"	\$1,350.00
Puzzles (1000, 500, or 350 Pieces)	\$25.00

Prices are inclusive of sales tax and credit card service fees.

12. Recess to Lindon City Redevelopment Agency Meeting (RDA).*(10 Minutes)*

Sample Motion: I move to recess the Lindon City Council meeting and convene as the Lindon City RDA.

See RDA Agenda: Call Lindon City RDA to order, then review RDA minutes & agenda items.

Notice of Meeting of the Lindon City Redevelopment Agency



The Lindon City Redevelopment Agency will hold a meeting at **5:15 pm on Monday, February 5, 2024** in the Lindon City Center Council Chambers, 100 North State Street, Lindon, Utah. Meetings are typically broadcast live at www.youtube.com/user/LindonCity. The agenda will consist of the following:

Scan or click here for link to
download agenda & staff
report materials:



Conducting: Carolyn Lundberg, Chair

1. Call to Order / Roll Call

(Review times are estimates only)
(2 minutes)

2. Approval of Minutes — The minutes of the regular Lindon City Redevelopment Agency meeting of December, 4, 2023 will be reviewed.

(5 minutes)

3. Public Hearing: FY2023-24 RDA Budget update; Resolution #2024-1-RDA. The RDA Board will review and consider updates to the FY23-24 RDA budget.

(10 minutes)

Adjourn

All or a portion of this meeting may be held electronically to allow a council member to participate by video conference or teleconference. Staff Reports and application materials for the agenda items above are available for review at the Lindon City Offices, located at 100 N. State Street, Lindon, UT. For specific questions on agenda items our staff may be contacted directly at (801)785-5043. City Codes and ordinances are available on the City web site found at www.lindoncity.org. The City of Lindon, in compliance with the Americans with Disabilities Act, provides accommodations and auxiliary communicative aids and services for all those citizens in need of assistance. Persons requesting these accommodations for city-sponsored public meetings, services programs or events should call Britni Laidler, City Recorder at 801-785-5043, giving at least 24 hours-notice.

CERTIFICATE OF POSTING:

I certify that the above notice and agenda was posted in six public places within the Lindon City limits and on the State (<http://pmn.utah.gov>) and City (www.lindoncity.org) websites.

Posted by: /s/ Britni Laidler, City Recorder

Date: **February 2, 2024; Time: 5:00 p.m.**; Place: Lindon City Center, Lindon Police Dept., Lindon Community Development, Lindon Public Works, Lindon Community Center, Lindon Justice Court

The Lindon City Redevelopment Agency held a meeting on **Monday, December 4, 2023** beginning at approximately 7:00 pm in the Lindon City Center, City Council Chambers, 100 North State Street, Lindon, Utah.

Conducting: Carolyn O. Lundberg, Chairman

PRESENT

Carolyn Lundberg, Chairman
 Jake Hoyt, Boardmember
 Randi Powell, Boardmember
 Mike Vanchiere, Boardmember
 Van Broderick, Boardmember
 Adam Cowie, Executive Secretary
 Kathryn Moosman, Recorder
 Britni Laidler, Deputy Clerk

ABSENT

Daril Magleby, Boardmember

COUNCILMEMBER POWELL MOVED TO RECESS THE MEETING OF THE LINDON CITY COUNCIL AND CONVENE THE MEETING OF THE LINDON CITY REDEVELOPMENT AGENCY AT 6:45 P.M. COUNCILMEMBER HOYT SECONDED THE MOTION. ALL PRESENT VOTED IN FAVOR. THE MOTION CARRIED.

1. Call to Order/Roll Call

Chairman Lundberg	Aye
Boardmember Hoyt	Aye
Boardmember Powell	Aye
Boardmember Vanchiere	Aye
Boardmember Broderick	Aye

2. Review of Minutes – The minutes of the RDA meeting of October 16, 2023 were reviewed.

BOARDMEMBER HOYT MOVED TO APPROVE THE MINUTES OF THE LINDON CITY RDA MEETING OF OCTOBER 16, 2022 AS PRESENTED. BOARDMEMBER POWELL SECONDED THE MOTION. THE VOTE WAS RECORDED AS FOLLOWS:

BOARDMEMBER HOYT	AYE
BOARDMEMBER VANCHIERE	AYE
BOARDMEMBER POWELL	AYE
BOARDMEMBER BRODRICK	AYE

THE MOTION CARRIED UNANIMOUSLY.

CURRENT BUSINESS –

3. Discussion Item — The Council will review and discuss bond bids received from various lenders for the RDA.

Adam Cowie stating that Lindon City Finance & Administration staff, along with Jason Burningham from LRB, were present to review and discuss bids received from various lenders for

the proposed RDA Series 2023 bond for purchase of 8.2 acres of undeveloped commercial land along the 700 North corridor for economic development purposes.

Mr. Cowie then presented a summary of the option A and B bond bids to the boardmembers. He noted that the City Finance & Administration and the City's financial advisors, LRB, recommend Zions Bank Option B, and have provided payment details for that option. This lending option allows the lowest required annual payment with the ability to pay off the bond at any time without prepayment penalty. Mr. Cowie noted that this bond option is amortized as a 15-yr period loan (so annual payments are lower), but there is a balloon payment at year 10.

He then stated that the City will need to be principled in paying down this bond prior to the 10-yr mark to avoid the balloon payment. If higher amounts than the minimum annual payment are paid each year, the balloon payment will decrease. He noted that LRB has prepared a sample schedule to avoid the balloon payment that indicates an annual payment of approximately \$453,000/year will pay off the bond by year 10, saving significant interest costs. He also stated that should there be financial hardship by the City, the lower required annual payment of approximately \$338,000 provides some financial flexibility to the City, if needed. By planning on paying off the Zions Bank Option B bond by year 10, the actual cost of the bond (total debt service) will be very similar to the Zions Bank Option A, with the added flexibility of a lower payment if needed.

Boardmember Hoyt asked for clarification on why they aren't going with Chase Option A. Mr. Burningham addressed this question and let him know the deciding factors in their decision to go with Zion Option B verses the Chase Option A. Chairman Lundberg asked Mr. Burningham to explain to the board know the ratio rate is looked at, Mr. Burningham then explained the way they evaluate city credit to the board.

4. Public Hearing — Resolution #2023-7-RDA. Consideration for adoption of a resolution of the Board of Directors of the Lindon City Redevelopment Agency (the "Agency") authorizing the issuance and sale of the Agency's tax increment and sales tax revenue bonds, Series 2023 in the aggregate principal amount of not to exceed \$5,000,000; authorizing and approving the execution of a general indenture, a supplemental indenture, a bond purchase agreement, an interlocal sales tax pledge agreement and other documents required in connection therewith; authorizing the taking of all other actions necessary to the consummation of the transactions contemplated by this resolution; and related matters.

BOARDMEMBER BRODERICK MOVED TO OPEN THE PUBLIC HEARING.
BOARDMEMBER VANCHIERE SECONDED THE MOTION. ALL PRESENT VOTED IN FAVOR. THE MOTION CARRIED.

Adam Cowie, Executive Secretary led this agenda item noting that the RDA Board had previously been provided these bond documents in previous meetings. This would be finalizing the wording with the exhibits according to the selected bond option. Mr. Cowie then presented the terms of Resolution 2023-7-RDA. Wording of the Resolution was discussed and why the \$5,000,000 instead of the \$3,579,000 discussed earlier, and why it is the way it is done.

Chairman Lundberg called for any public comments. Hearing none she called for a motion to close the public hearing.

BOARDMEMBER HOYT MOVED TO CLOSE THE PUBLIC HEARING.

BOARDMEMBER POWELL SECONDED THE MOTION. ALL PRESENT VOTED IN FAVOR. THE MOTION CARRIED.

Chairman Lundberg called for any further comments or discussion from the board. Hearing no further comments, she called for a motion.

BOARDMEMBER VANCHIERE MOVED TO APPROVE RESOLUTION #2023-7-RDA AUTHORIZING THE ISSUANCE AND SALE OF THE AGENCY'S TAX INCREMENT AND SALES TAX REVENUE BONDS SERIES 2023 AS PRESENTED, WITH THE CHANGES OF UPDATING THE AMOUNT TO \$3,579,0000, BASED ON OPTION B AS DISCUSSED.

BOARDMEMBER HOYT SECONDED THE MOTION. THE VOTE WAS RECORDED AS FOLLOWS:

BOARDMEMBER HOYT	AYE
------------------	-----

BOARDMEMBER VANCHIERE	AYE
-----------------------	-----

BOARDMEMBER POWELL	NAY
--------------------	-----

BOARDMEMBER BRODERICK	AYE
-----------------------	-----

THE MOTION CARRIED UNANIMOUSLY.

ADJOURN -

BOARDMEMBER VANCHIERE MOVED TO ADJOURN THE MEETING OF THE LINDON CITY RDA AND RE-CONVENE THE MEETING OF THE LINDON CITY COUNCIL AT 6:15 P.M. BOARDMEMBER BRODERICK SECONDED THE MOTION. ALL PRESENT VOTED IN FAVOR. THE MOTION CARRIED.

Approved – February 5, 2024

Adam Cowie, Executive Secretary

Carolyn O. Lundberg, Chairman

(RDA agenda)

- 3. Public Hearing: FY2023-24 RDA Budget update; Resolution #2024-1-RDA.** The RDA Board will review and consider updates to the FY23-24 RDA budget. *(10 minutes)*

Sample Motion: I move to *(approve, continued, deny)* Resolution #2024-1-RDA amending the FY2023-24 RDA budget *(as presented; as amended)*.

Adjourn the RDA meeting:

Sample Motion: I move to adjourn the Lindon RDA meeting and reconvene the Lindon City Council meeting.

RESOLUTION NO. 2024-1-RDA

A RESOLUTION AMENDING VARIOUS SECTIONS OF THE FY2023-24 LINDON CITY REDEVELOPMENT AGENCY (RDA) BUDGET AND SETTING AN EFFECTIVE DATE.

WHEREAS, the Redevelopment Agency (RDA) of Lindon City finds it prudent and in accordance with sound fiscal policy to amend the Lindon City RDA Budget for Fiscal Year 2023-24 (FY2024); and

WHEREAS, the on-going RDA budget reports indicate several items which need to be adjusted to actual costs associated with current projects and revenue/expenditure line items updated based on new information and data obtained since the budget was adopted in June of 2023; and

WHEREAS, public notice of the RDA budget amendment has been advertised and public hearing held on February 5, 2024 regarding the proposed amendments; and

WHEREAS, the Board of Directors desires to amend the FY2023-24 Lindon City RDA Budget to reflect these needed amendments.

THEREFORE, BE IT RESOLVED by the Lindon City Redevelopment Agency (RDA) as follows:

Section I. The Lindon City RDA FY2023-24 budget is amended as shown on the attached memorandums for specific budgetary line items as listed; and

Section II. This resolution shall take effect immediately upon passage.

Adopted and approved this 5th day of February, 2024.

By _____
Carolyn O. Lundberg, Chair

Attest:

By _____
Adam M. Cowie, Executive Secretary

BUDGET AMENDMENT
FISCAL YEAR 2023-2024
February 5, 2024

			REVENUES			EXPENDITURES		
Acct #	Note	Description	Previous Budget	Amended Budget	Variance	Previous Budget	Amended Budget	Variance
GENERAL FUND								
10-32-100	1	Business Licenses & Permits	75,000	104,200	29,200			
10-32-350	1	Building Bonds Forfeited	-	6,000	6,000			
10-32-400	1	Plan Review Fee	35,000	65,000	30,000			
10-34-556	1	Fire Safety Inspection	-	1,000	1,000			
10-36-110	1	Police Misc. Revenue	38,000	50,000	12,000			
10-36-635	1	Sale of Surplus Items	10,000	178,500	168,500			
10-36-904	1	Lease Revenue-Bldg	-	37,235	37,235			
10-36-905	1	Lease Revenue	225,000	187,765	(37,235)			
10-37-100	1	Sale of Burial Plots	50,000	75,000	25,000			
10-38-900	23	Use of Fund Balance	1,444,646	1,091,536	(353,110)			
10-44-110	2	Salaries & Wages				792,510	790,110	(2,400)
10-44-290	2	Gasoline				1,500	5,500	4,000
10-44-675	3	Purchase of Equipment				2,000	4,000	2,000
10-51-675	3	Purchase of Equipment				25,000	33,500	8,500
10-54-230	4	Travel & Training				15,500	18,625	3,125
10-54-510	5	Insurance				6,500	7,300	800
10-57-630	6	North Ut County Animal Shelter				30,000	40,315	10,315
10-60-510	5	Insurance				8,400	10,210	1,810
10-60-740	7	Purchase of Capital Asset				-	8,600	8,600
10-62-310	8	Professional & Tech Services				10,000	18,000	8,000
10-62-740	9	Purchase of Capital Asset				415,000	245,480	(169,520)
10-64-115	10	Salaries & Wages - Overtime				6,940	10,000	3,060
10-64-510	5	Insurance				10,500	12,275	1,775
10-67-675	11	Purchase of Equipment				-	525	525
10-67-760	12	Office/Warehouse				280,000	318,000	38,000
			1,877,646	1,796,236		1,603,850	1,522,440	
NET GENERAL FUND INCREASE					(81,410)			(81,410)
REDEVELOPMENT AGENCY (RDA) FUND								
22-30-390	23	District 3 - Use of Fund Bal	244,100	248,100	4,000			
22-30-425	13	700N CDA - Tax Increment	170,000	179,360	9,360			
22-30-430	13	700N CDA - Prior Yr Tax Incr	-	6,150	6,150			
22-30-490	23	700N CDA - Use of Fund Balance	419,400	403,890	(15,510)			
22-83-310	14	District 3 - Professional & Tech Services				7,000	11,000	4,000
			833,500	837,500		7,000	11,000	
NET REDEVELOPMENT AGENCY (RDA) FUND INCREASE					4,000			4,000

BUDGET AMENDMENT
FISCAL YEAR 2023-2024
February 5, 2024

			REVENUES			EXPENDITURES		
Acct #	Note	Description	Previous Budget	Amended Budget	Variance	Previous Budget	Amended Budget	Variance
PARC TAX FUND								
24-30-900	23	Use of Fund Balance	424,840	469,465	44,625			
24-41-675	15	Purchase of Equipment				139,470	23,370	(116,100)
24-41-920	15	Trfr to Recreation-Capital Exp				50,000	166,100	116,100
24-42-620	16	Other Services				10,000	10,060	60
24-44-250	17	Operating Supplies & Maint				16,000	49,000	33,000
24-44-620	16	Other Services				-	11,565	11,565
			424,840	469,465		215,470	260,095	
NET PARC TAX FUND INCREASE					44,625			44,625
WATER FUND								
51-30-600	18	Grant Proceeds	400,000	455,805	55,805			
51-30-980	23	Use of Fund Balance	5,266,173	5,210,368	(55,805)			
			5,666,173	5,666,173		-	-	
NET WATER FUND INCREASE					-			-
SEWER FUND								
52-30-980	23	Use of Fund Balance	103,617	161,292	57,675			
52-40-510	5	Insurance				10,050	10,505	455
52-40-600	19	Orem City Sewage Collection				600,000	650,000	50,000
52-40-757	20	Infiltration Elimination				80,000	87,220	7,220
			103,617	161,292		690,050	747,725	
NET SEWER FUND INCREASE					57,675			57,675
STORM WATER DRAINAGE FUND								
54-30-900	23	Use of Fund Balance	477,066	477,196	130			
54-40-222	21	Uniform Expense				1,540	1,670	130
			477,066	477,196		1,540	1,670	
NET STORM WATER DRAINAGE FUND INCREASE					130			130

BUDGET AMENDMENT
FISCAL YEAR 2023-2024
February 5, 2024

			REVENUES			EXPENDITURES		
Acct #	Note	Description	Previous Budget	Amended Budget	Variance	Previous Budget	Amended Budget	Variance
RECREATION FUND								
55-30-410	22	Special Event Revenue	-	3,675	3,675			
55-30-570	22	Community Center Donations	500	1,500	1,000			
55-30-880	15	Transfer from PARC Tax Fund	185,000	301,100	116,100			
55-30-900	23	Use of Fund Balance	1,120,908	1,138,398	17,490			
55-41-730	15	Aq. Ctr. Improvements				305,000	443,200	138,200
55-42-510	5	Comm. Ctr. Insurance				10,560	10,625	65
			1,306,408	1,444,673		315,560	453,825	
NET RECREATION FUND INCREASE					138,265			138,265
CITYWIDE TOTAL								
			10,689,250	10,852,535		2,833,470	2,996,755	
					163,285			163,285
CHANGE IN REVENUES & EXPENDITURES								
Change in Citywide Rev. & Exp.			378,500	670,385	291,885	2,243,000	2,249,965	6,965
Carryover from Prior Fiscal Year			400,000	455,805	55,805	96,000	136,220	40,220
Increase (Decrease) by Moving Exp in GL			225,000	225,000	-	444,470	444,470	-
Increase (Decrease) in Interfund Transfers			185,000	301,100	116,100	50,000	166,100	116,100
Increase (Decrease) in Use of Fund Bal.			9,500,750	9,200,245	(300,505)			
Increase (Decrease) in Appr. to Fund Bal.						-	-	-
Citywide Totals			10,689,250	10,852,535		2,833,470	2,996,755	
Net Increase (Decrease) in Rev. & Exp.					163,285			163,285

**SUMMARY OF CHANGES IN FUND BALANCE
UPDATED FOR 2/5/2024 BUDGET AMENDMENT**

	Governmental Funds							Proprietary Funds						Total All Funds
	General	RDA	PARC Tax	Roads CIP	Parks CIP	Facilities CIP	Debt Svc	Water	Sewer	Garbage	Storm	Recreation	Telecomm.	
Beginning Balances	5,924,539	1,269,874	540,273	4,609,513	2,844,474	932,643	-	10,572,384	3,447,106	68,625	5,048,598	1,880,598	(2,119)	37,136,510
Revenues														
Program revenues														
Charges for services	2,406,259							3,383,610	1,063,590	710,000	1,320,900	1,015,500	40,000	9,939,859
Impact Fees	7,600			6,000	200,000			87,500	61,600		45,000			407,700
Grants and contributions	129,500											134,690		264,190
General revenues														
Property taxes	2,602,000													2,602,000
Sales tax	6,303,500													6,303,500
Other taxes	2,078,000	185,510	945,000	1,165,000										4,373,510
Other	2,535,390	3,929,500	42,000	150,000	100,000			455,805	1,073,950		750,000	-	-	9,036,645
Total revenues	16,062,249	4,115,010	987,000	1,321,000	300,000	-	-	3,988,915	2,199,140	710,000	2,115,900	1,150,190	40,000	32,989,404
Transfers In	-	500,000	-	500,000	-	-	491,290	-	500,000	10,000	-	853,550	-	2,854,840
Expenses														
General government	5,275,920	363,285												5,639,205
Public safety	6,724,865													6,724,865
Streets	1,250,210			176,500										1,426,710
Parks and recreation	1,349,050		1,155,365											2,504,415
Capital projects		4,892,615		2,400,000	2,176,900	-								9,469,515
Debt Service							491,290							491,290
Water								9,094,268						9,094,268
Sewer									2,860,432					2,860,432
Solid Waste										708,650				708,650
Storm Water Drainage											2,593,096			2,593,096
Recreation Fund												3,142,138		3,142,138
Telecomm. Fund													36,000	36,000
Total expenses	14,600,045	5,255,900	1,155,365	2,576,500	2,176,900	-	491,290	9,094,268	2,860,432	708,650	2,593,096	3,142,138	36,000	44,690,584
Transfers Out	2,553,740	-	301,100	-	-	-	-	-	-	-	-	-	-	2,854,840
Ending Balances	4,833,003	628,984	70,808	3,854,013	967,574	932,643	-	5,467,031	3,285,814	79,975	4,571,402	742,200	1,881	25,435,330
Percent Change	-18.4%	-50.5%	-86.9%	-16.4%	-66.0%	0.0%	0.0%	-48.3%	-4.7%	16.5%	-9.5%	-60.5%	-188.8%	-31.5%

GENERAL FUND:

Example General Fund Balance Levels based on projected revenues for:

	<u>Fund Bal.</u>	<u>% of Rev.</u>		<u>2023-2024</u>
6/30/2024	4,833,003	32.17%	35%	5,258,263 maximum
			30%	4,507,083
			25%	3,755,902
			20%	3,004,722
			15%	2,253,541

Date printed: 2/1/2024

2024FY BUDGET AMENDMENT NOTES

February 5, 2024

- | | | | |
|---|---------------|-----------------------------|------------|
| 1 | GL# 10-32-100 | Business Licenses & Permits | +\$29,200 |
| | GL# 10-32-350 | Building Bonds Forfeited | +\$6,000 |
| | GL# 10-32-400 | Plan Review Fee | +\$30,000 |
| | GL# 10-34-556 | Fire Safety Inspection | +\$1,000 |
| | GL# 10-36-110 | Police Misc. Revenue | +\$12,000 |
| | GL# 10-36-635 | Sale of Surplus Items | +\$168,500 |
| | GL# 10-36-904 | Lease Revenue-Bldg | +\$37,235 |
| | GL# 10-36-905 | Lease Revenue | (\$37,235) |
| | GL# 10-37-100 | Sale of Burial Plots | +\$25,000 |
- Adjusting General Fund revenues to better match year-end projections. Moving the lease revenue for the basement to its own revenue line.*
- | | | | |
|---|---------------|------------------|-----------|
| 2 | GL# 10-44-110 | Salaries & Wages | (\$2,400) |
| | GL# 10-44-290 | Gasoline | +\$4000 |
- Adjusting to remove monthly travel stipend and adjust fuel expenditures to better match year-end projections.*
- | | | | |
|---|---------------|-----------------------|----------|
| 3 | GL# 10-44-675 | Purchase of Equipment | +\$2,000 |
| | GL# 10-51-675 | Purchase of Equipment | +\$8,500 |
- Adjusting for equipment costs to equip and furnish the offices for the new HR Generalist and City Recorder/Court Clerk.*
- | | | | |
|---|---------------|-------------------|----------|
| 4 | GL# 10-54-230 | Travel & Training | +\$3,125 |
|---|---------------|-------------------|----------|
- Increase to pay for new police officer's tuition for UVU's law enforcement academy.*
- | | | | |
|---|---------------|-----------|----------|
| 5 | GL# 10-54-510 | Insurance | +\$800 |
| | GL# 10-64-510 | Insurance | +\$1,775 |
| | GL# 52-40-510 | Insurance | +\$455 |
| | GL# 55-42-510 | Insurance | +\$65 |
- Adjusting for increase in property and liability insurance premiums.*
- | | | | |
|---|---------------|--------------------------------|-----------|
| 6 | GL# 10-57-630 | North UT County Animal Shelter | +\$10,315 |
|---|---------------|--------------------------------|-----------|
- Adjusting for actual assessment.*
- | | | | |
|---|---------------|---------------------------|----------|
| 7 | GL# 10-60-740 | Purchase of Capital Asset | +\$8,600 |
|---|---------------|---------------------------|----------|
- Increase to purchase a concrete/asphalt walk behind saw.*
- | | | | |
|---|---------------|------------------------------|----------|
| 8 | GL# 10-62-310 | Professional & Tech Services | +\$8,000 |
|---|---------------|------------------------------|----------|
- Increase to pay for grant consulting and GIS services.*
- | | | | |
|---|---------------|---------------------------|-------------|
| 9 | GL# 10-62-740 | Purchase of Capital Asset | (\$169,520) |
|---|---------------|---------------------------|-------------|
- Adjusting to delay purchasing a dump truck until next fiscal year and to make a purchase of a portable message boards this fiscal year.*

2024 FY BUDGET AMENDMENT (Cont'd)

- | | | | |
|----|--|----------------------------------|-------------|
| 10 | GL# 10-64-115 | Salaries & Wages - Overtime | +\$3,060 |
| | <i>Adjusting Parks overtime budget to better match year-end projections.</i> | | |
| 11 | GL# 10-67-675 | Purchase of Equipment | +\$525 |
| | <i>Increase to cover network equipment costs for new cemetery building.</i> | | |
| 12 | GL# 10-67-760 | Office/Warehouse | +\$38,000 |
| | <i>Increase to cover costs for new cemetery building.</i> | | |
| 13 | GL# 22-30-425 | 700N CDA – Tax Increment | +\$9,360 |
| | GL# 22-30-430 | 700N CDA – Prior Yr Tax Incr | +\$6,150 |
| | <i>Increase for actual revenue received.</i> | | |
| 14 | GL# 22-83-310 | Dist3 – Professional Services | +\$4,000 |
| | <i>Increase for services assisting with the creation of a CRA within RDA District 3.</i> | | |
| 15 | GL# 24-41-675 | Purchase of Equipment | (\$116,100) |
| | GL# 24-41-920 | Trfr to Recreation – Capital Exp | +\$116,100 |
| | GL# 55-30-880 | Trfr from PARC Tax Fund | +\$116,100 |
| | GL# 55-41-730 | Aq. Ctr. Improvements | +\$116,100 |
| | GL# 55-41-730 | Aq. Ctr. Improvements | +\$22,100 |
| | <i>Moving capital outlay for improvements to the concession stand to the Recreation Fund along with the transfer of PARC Tax funds to cover the improvements. Also, increase the budget to cover phase 1 costs for replacing the pool Myrtha lining from \$100,000 to \$122,100.</i> | | |
| 16 | GL# 24-42-620 | Other Services | +\$60 |
| | GL# 24-44-620 | Other Services | +\$11,565 |
| | <i>Adjusting for increased costs to paint the Community Center and to re-stain 2 pavilions and bathrooms at Pioneer Park.</i> | | |
| 17 | GL# 24-44-250 | Operating Supplies & Maint | +\$33,000 |
| | <i>Carry over from last fiscal year for bathroom security.</i> | | |
| 18 | GL# 51-30-600 | Grant Proceeds | +\$55,805 |
| | <i>Carry over from last fiscal year water grants.</i> | | |
| 19 | GL# 52-40-600 | Orem City Sewer Collection | +\$50,000 |
| | <i>Adjusting for Orem City Sewer Collection increase.</i> | | |
| 20 | GL# 52-40-757 | Infiltration Elimination | +\$7,220 |
| | <i>Carry over sewer manhole work from previous fiscal year.</i> | | |
| 21 | GL# 54-40-222 | Uniform Expense | +\$130 |
| | <i>Adjusting for actual costs.</i> | | |
| 22 | GL# 55-30-410 | Special Event Revenue | +\$3,675 |
| | GL# 55-30-570 | Community Center Donations | +\$1,000 |
| | <i>Increase for sponsorships and donations received.</i> | | |

2024 FY BUDGET AMENDMENT (Cont'd)

- 23 Multiple GL's Use of Fund Balance (\$300,505)
The changes in revenues and expenses are balanced and offset by changes in the use of fund balances.

- 13. Review & Action - Resolution #2024-5-R. North Pointe Solid Waste Special Service District Board appointment adjustment.** The Council will consider a request by NPSWSSD amending the appointment of Lincoln Jacobs to the NPSWSSD Board to an alternate Lindon representative, and retain the current chair of the Board, Mike Vanchiere, as Lindon's representative until Utah County appoints Mr. Vanchiere as their at-large board member.
(5 Minutes)

Sample Motion: I move to *(approve, reject)* Resolution #2024-5-R *(as presented or amended)*.

RESOLUTION NO. 2024-5-R

A RESOLUTION AMENDING THE APPOINTMENTS OF LINDON CITY REPRESENTATIVES ON THE NORTH POINTE SOLID WASTE SPECIAL SERVICE DISTRICT BOARD OF DIRECTORS, AND SETTING AN EFFECTIVE DATE.

WHEREAS,; Lindon City is a member of the North Pointe Solid Waste Special Service District (NPSWSSD) located at 2000 W 200 S, Lindon, Utah and utilizes the District services for solid waste disposal needs; and

WHEREAS, the Municipal Council of Lindon City has need of appointing a representative from the City to the NPSWSSD Board of Directors (the Board); and

WHEREAS, previously elected Lindon City Councilmember, Mike Vanchiere, was serving as Lindon’s representative on the Board until the end of his election term (ending December 31, 2023); and

WHEREAS, Mayor Carolyn Lundberg recommended to the City Council that newly elected Councilmember Lincoln Jacobs replace Mike Vanchiere on the Board and said appointment was approved by Lindon City Resolution #2024-1-R; and

WHEREAS, Mike Vanchiere has been voted by the Board to continue as the Chair of the Board and is willing to continue serving on the Board as an at-large member appointed by Utah County; and

WHEREAS, Utah County requires a public notice period and County Commission action for appointment of Mr. Vanchiere as an at-large member of the Board, and NPSWSSD would like Mr. Vanchiere to continue to act in his role as Chair of the Board during this notice period and requests that Lindon City temporarily re-appoint Mr. Vanchiere as Lindon’s representative on the Board for 45-days from passage of this resolution, with Mr. Jacobs acting as an alternate voting member during that time; and

WHEREAS, Lindon City is willing to accommodate this request by Utah County and NPSWSSD.

THEREFORE, BE IT RESOLVED by the Lindon City Council as follows:

1. Mike Vanchiere is appointed to represent Lindon City as an at-large voting member of the North Pointe Solid Waste Special Service District Board of Directors for a period of 45-days after passage of this resolution; and
2. Lincoln Jacobs is appointed as an alternate voting member of the Board to act in Mr. Vanchiere’s absence; and
3. 45-days after passage of this resolution, Mr. Vanchiere’s appointment by Lindon City will expire and Mr. Jacobs will become the voting representative for Lindon City on the NPSWSSD Board; and
4. Should the need arise due to unforeseen circumstances, and by written authorization of Mayor Lundberg, the 45-day time frame for appointment of Mr. Vanchiere to the Board may be extended one time, not to exceed 30 additional days past the original 45-day timeframe.

Adopted and approved this 5th day of February, 2024.

By _____
Carolyn O. Lundberg, Mayor

Attest:

By _____
Britni Laidler, City Recorder

SEAL:

14. Review & Action - Union Pacific crossing agreements. The Council will review and consider two at-grade crossing license agreements with Union Pacific Railroad Company for crossings of the Lindon Heritage Trail and associated railroad improvements near 1600 North (Vineyard) and 2800 West (Lindon). Agreement 0769958 (1600 N) license fee = \$38,517.00; Agreement 0784054 (2000 W) fee = \$28,000.00. Costs of the license agreements will be covered by the City with primary costs of the crossing and trail improvements paid for by grant funding obtained through MAG. Lindon has a 6.77% match on the total project costs. *(10 Minutes)*

The Lindon Heritage Trail is one of the only east-west trails in Utah County that will connect Utah Lake to the mountain foothills. The Heritage Trail has been constructed in two different segments through Lindon with this last phase completing the connection of the trail from the Lakeside Power Plant to the Lindon Marina and Utah Lake Shoreline Trail.

The City's share of the project (6.77% match) is estimated to be between \$175k - \$200k. City funds used to pay for the UPRR agreement fees will go towards the City's match. If the City spends more than the City's required match amount, then the City can be reimbursed for the difference. For example, if the City were to pay for all of the UPRR license fees (~\$66k) AND the UPRR estimated construction fees (~\$415k) then the City would get reimbursed for the overage.

Sample Motion: I move to (approve, deny, continue) the Union Pacific crossing agreements for the Lindon Heritage Trail project (as presented, as amended).

UP Real Estate Project No.: 0769958

PUBLIC HIGHWAY AT-GRADE CROSSING AGREEMENT

1600 North
DOT 254902G
Mile Post 709.9 – Provo Subdivision
Lindon, Utah County, State of Utah

THIS AGREEMENT ("Agreement") is made and entered into as of _____ ("Effective Date"), by and between **UNION PACIFIC RAILROAD COMPANY**, a Delaware corporation, to be addressed at Real Estate Department, 1400 Douglas Street, Mail Stop 1690, Omaha, Nebraska 68179 ("Railroad") and **THE CITY OF LINDON**, a municipal corporation or political subdivision of the State of Utah to be addressed at 946 West Center Street, Lindon UT 84042 ("Political Body").

RECITALS:

Presently, the Political Body utilizes the Railroad's property for the existing at grade public road crossing over 1600 North at Railroad's Mile Post 709.9 on Railroad's Provo Subdivision at or near Lindon, Utah County, State of Utah.

The Political Body desires to undertake as its project (the "Project") involving the reconstruction and widening of the existing at grade public road crossing for the addition of a sidewalk over 1600 North at Railroad's Mile Post 709.9 on Railroad's Provo Subdivision at or near Lindon, Utah County, State of Utah (the "Crossing Area"). The Crossing Area is shown on the print marked **Exhibit A** and described in the plans marked **Exhibit A-1** with each exhibit being attached hereto and hereby made a part hereof. The portion of the roadway located within the Crossing Area is the "Roadway".

The Railroad right of way being utilized for the existing at grade public road crossing is not sufficient to allow for the reconstruction and widening of the Roadway. Therefore, under this Agreement, the Railroad will be granting additional rights to the Political Body to facilitate the reconstruction and widening of the Roadway to accommodate the sidewalks. The portion of Railroad's property that Political Body needs to use in connection with the Roadway (including the right of way being utilized for the existing at grade crossing) is shown on the Railroad's location print marked **Exhibit A** and described in the plans marked **Exhibit A-1**, with each exhibit being attached hereto and hereby made a part hereof (the "Crossing Area").

The Railroad and the Political Body are entering into this Agreement to cover the above.

AGREEMENT:

NOW, THEREFORE, it is mutually agreed by and between the parties hereto as follows:

Section 1. EXHIBIT B

The general terms and conditions marked **Exhibit B**, are attached hereto and hereby made a part hereof.

Section 2. RAILROAD GRANTS RIGHT

For and in consideration **Thirty Eight Thousand Five Hundred Seventeen Dollars (38,517.00)** to be paid by the Political Body to the Railroad upon the execution and delivery of this Agreement and in further consideration of the Political Body's agreement to perform and comply with the terms of this Agreement, the Railroad hereby grants to the Political Body the right to construct, maintain and repair the Roadway over and across the Crossing Area.

Section 3. DEFINITION OF CONTRACTOR

For purposes of this Agreement the term "Contractor" shall mean the contractor or contractors hired by the Political Body to perform any Project work on any portion of the Railroad's property and shall also include the Contractor's subcontractors and the Contractor's and subcontractor's respective employees, officers and agents, and others acting under its or their authority.

Section 4. CONTRACTOR'S RIGHT OF ENTRY AGREEMENT - INSURANCE

A. Prior to Contractor performing any work within the Crossing Area and any subsequent maintenance and repair work, the Political Body shall require the Contractor to:

- execute the Railroad's then current Contractor's Right of Entry Agreement
- obtain the then current insurance required in the Contractor's Right of Entry Agreement; and
- provide such insurance policies, certificates, binders and/or endorsements to the Railroad.

B. The Railroad's current Contractor's Right of Entry Agreement is marked **Exhibit D**, attached hereto and hereby made a part hereof. The Political Body confirms that it will inform its Contractor that it is required to execute such form of agreement and obtain the required insurance before commencing any work on any Railroad property. Under no circumstances will the Contractor be allowed on the Railroad's property without first executing the Railroad's Contractor's Right of Entry Agreement and obtaining the

insurance set forth therein and also providing to the Railroad the insurance policies, binders, certificates and/or endorsements described therein.

C. All insurance correspondence, binders, policies, certificates and/or endorsements shall be sent to:

Manager - Contracts
 Union Pacific Railroad Company
 Real Estate Department
 1400 Douglas Street, Mail Stop 1690
 Omaha, NE 68179-1690
 UP Project No. 0769958

D. If the Political Body's own employees will be performing any of the Project work, the Political Body may self-insure all or a portion of the insurance coverage subject to the Railroad's prior review and approval.

Section 5. FEDERAL AID POLICY GUIDE

If the Political Body will be receiving any federal funding for the Project, the current rules, regulations and provisions of the Federal Aid Policy Guide as contained in 23 CFR 140, Subpart I and 23 CFR 646, Subparts A and B are incorporated into this Agreement by reference.

Section 6. NO PROJECT EXPENSES TO BE BORNE BY RAILROAD

The Political Body agrees that no Project costs and expenses are to be borne by the Railroad. In addition, the Railroad is not required to contribute any funding for the Project.

Section 7. WORK TO BE PERFORMED BY RAILROAD; BILLING SENT TO POLITICAL BODY; POLITICAL BODY'S PAYMENT OF BILLS

A. The work to be performed by the Railroad, at the Political Body's sole cost and expense, is described in the Railroad's Material and Force Account Estimate dated December 22, 2023, marked **Exhibit C**, attached hereto and hereby made a part hereof (the "Estimate"). As set forth in the Estimate, the Railroad's estimated cost for the Railroad's work associated with the Project is **TWO HUNDRED THOUSAND FOUR HUNDRED FORTY ONE DOLLARS (\$200,441.00)**.

B. The Railroad, if it so elects, may recalculate and update the Estimate submitted to the Political Body in the event the Political Body does not commence construction on the portion of the Project located on the Railroad's property within six (6) months from the date of the Estimate.

C. The Political Body acknowledges that the Estimate does not include any

estimate of flagging or other protective service costs that are to be paid by the Political Body or the Contractor in connection with flagging or other protective services provided by the Railroad in connection with the Project. All of such costs incurred by the Railroad are to be paid by the Political Body or the Contractor as determined by the Railroad and the Political Body. If it is determined that the Railroad will be billing the Contractor directly for such costs, the Political Body agrees that it will pay the Railroad for any flagging costs that have not been paid by any Contractor within thirty (30) days of the Contractor's receipt of billing.

D. The Railroad shall send progressive billing to the Political Body during the Project and final billing to the Political Body within one hundred eighty (180) days after receiving written notice from the Political Body that all Project work affecting the Railroad's property has been completed.

E. The Political Body agrees to reimburse the Railroad within thirty (30) days of its receipt of billing from the Railroad for one hundred percent (100%) of all actual costs incurred by the Railroad in connection with the Project including, but not limited to, all actual costs of engineering review (including preliminary engineering review costs incurred by Railroad prior to the Effective Date of this Agreement), construction, inspection, flagging (unless flagging costs are to be billed directly to the Contractor), procurement of materials, equipment rental, manpower and deliveries to the job site and all direct and indirect overhead labor/construction costs including Railroad's standard additive rates.

Section 8. PLANS

A. The Political Body, at its expense, shall prepare, or cause to be prepared by others, the detailed plans and specifications for the Project and the Structure and submit such plans and specifications to the Railroad's Assistant Vice President Engineering-Design, or his authorized representative, for prior review and approval. The plans and specifications shall include all Roadway layout specifications, cross sections and elevations, associated drainage, and other appurtenances.

B. The final one hundred percent (100%) completed plans that are approved in writing by the Railroad's Assistant Vice President Engineering-Design, or his authorized representative, are hereinafter referred to as the "Plans". The Plans are hereby made a part of this Agreement by reference.

C. No changes in the Plans shall be made unless the Railroad has consented to such changes in writing.

D. The Railroad's review and approval of the Plans will in no way relieve the Political Body or the Contractor from their responsibilities, obligations and/or liabilities under this Agreement, and will be given with the understanding that the Railroad makes no representations or warranty as to the validity, accuracy, legal compliance or completeness of the Plans and that any reliance by the Political Body or Contractor on

the Plans is at the risk of the Political Body and Contractor.

Section 9. NON-RAILROAD IMPROVEMENTS

A. Submittal of plans and specifications for protecting, encasing, reinforcing, relocation, replacing, removing and abandoning in place all non-railroad owned facilities (the "Non Railroad Facilities") affected by the Project including, without limitation, utilities, fiber optics, pipelines, wirelines, communication lines and fences is required under Section 8. The Non Railroad Facilities plans and specifications shall comply with Railroad's standard specifications and requirements, including, without limitation, American Railway Engineering and Maintenance-of-Way Association ("AREMA") standards and guidelines. Railroad has no obligation to supply additional land for any Non Railroad Facilities and does not waive its right to assert preemption defenses, challenge the right-to-take, or pursue compensation in any condemnation action, regardless if the submitted Non Railroad Facilities plans and specifications comply with Railroad's standard specifications and requirements. Railroad has no obligation to permit any Non Railroad Facilities to be abandoned in place or relocated on Railroad's property.

B. Upon Railroad's approval of submitted Non Railroad Facilities plans and specifications, Railroad will attempt to incorporate them into new agreements or supplements of existing agreements with Non Railroad Facilities owners or operators. Railroad may use its standard terms and conditions, including, without limitation, its standard license fee and administrative charges when requiring supplements or new agreements for Non Railroad Facilities. Non Railroad Facilities work shall not commence before a supplement or new agreement has been fully executed by Railroad and the Non Railroad Facilities owner or operator, or before Railroad and Political Body mutually agree in writing to (i) deem the approved Non Railroad Facilities plans and specifications to be Plans pursuant to Section 8B, (ii) deem the Non Railroad Facilities part of the Structure, and (iii) supplement this Agreement with terms and conditions covering the Non Railroad Facilities.

Section 10. EFFECTIVE DATE; TERM; TERMINATION

A. This Agreement is effective as of the Effective Date first herein written and shall continue in full force and effect for as long as the Roadway remains on the Railroad's property.

B. The Railroad, if it so elects, may terminate this Agreement effective upon delivery of written notice to the Political Body in the event the Political Body does not commence construction on the portion of the Project located on the Railroad's property within twelve (12) months from the Effective Date.

C. If the Agreement is terminated as provided above, or for any other reason, the Political Body shall pay to the Railroad all actual costs incurred by the Railroad in connection with the Project up to the date of termination, including, without limitation, all actual costs incurred by the Railroad in connection with reviewing any preliminary or final

Project Plans.

**Section 11. CONDITIONS TO BE MET BEFORE
POLITICAL BODY CAN COMMENCE WORK**

Neither the Political Body nor the Contractor may commence any work within the Crossing Area or on any other Railroad property until:

- (i) The Railroad and Political Body have executed this Agreement.
- (ii) The Railroad has provided to the Political Body the Railroad's written approval of the Plans.
- (iii) Each Contractor has executed Railroad's Contractor's Right of Entry Agreement and has obtained and/or provided to the Railroad the insurance policies, certificates, binders, and/or endorsements required under the Contractor's Right of Entry Agreement.
- (iv) Each Contractor has given the advance notice(s) required under the Contractor's Right of Entry Agreement to the Railroad Representative named in the Contractor's Right of Entry Agreement.

Section 12. FUTURE PROJECTS

Future projects involving substantial maintenance, repair, reconstruction, renewal and/or demolition of the Roadway shall not commence until Railroad and Political Body agree on the plans for such future projects, cost allocations, right of entry terms and conditions and temporary construction rights, terms and conditions.

Section 13. ASSIGNMENT; SUCCESSORS AND ASSIGNS

A. Political Body shall not assign this Agreement without the prior written consent of Railroad.

B. Subject to the provisions of Paragraph A above, this Agreement shall inure to the benefit of and be binding upon the successors and assigns of Railroad and Political Body.

**Section 14. SPECIAL PROVISIONS PERTAINING TO AMERICAN
RECOVERY AND REINVESTMENT ACT OF 2009**

If the Political Body will be receiving American Recovery and Reinvestment Act ("ARRA") funding for the Project, the Political Body agrees that it is responsible in performing and completing all ARRA reporting documents for the Project. The Political Body confirms and acknowledges that Section 1512 of the ARRA provisions applies only to a "recipient" receiving ARRA funding directing from the federal government and,

therefore, (i) the ARRA reporting requirements are the responsibility of the Political Body and not of the Railroad, and (ii) the Political Body shall not delegate any ARRA reporting responsibilities to the Railroad. The Political Body also confirms and acknowledges that (i) the Railroad shall provide to the Political Body the Railroad's standard and customary billing for expenses incurred by the Railroad for the Project including the Railroad's standard and customary documentation to support such billing, and (ii) such standard and customary billing and documentation from the Railroad provides the information needed by the Political Body to perform and complete the ARRA reporting documents. The Railroad confirms that the Political Body and the Federal Highway Administration shall have the right to audit the Railroad's billing and documentation for the Project as provided in Section 11 of **Exhibit B** of this Agreement.

Section 15. TERMINATION OF ORIGINAL AGREEMENT

Upon the completion of the Roadway, the Original Agreement shall terminate and the terms and conditions of this Agreement shall govern the use, maintenance and repair of the Roadway.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed as of the Effective Date first herein written.

UNION PACIFIC RAILROAD COMPANY
(Federal Tax ID #94-6001323)

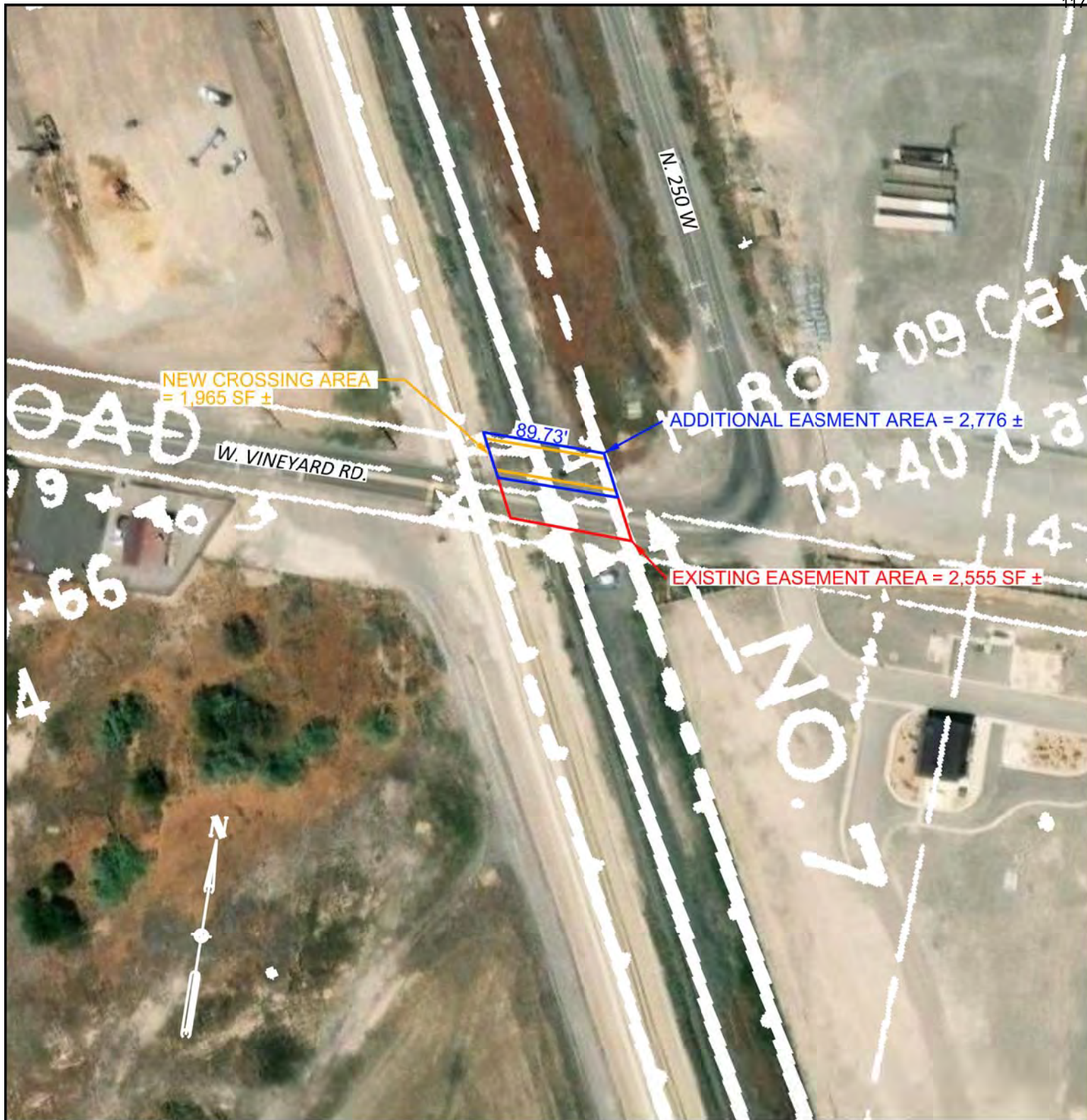
By: _____
Printed Name: _____
Title: _____

THE CITY OF LINDON

By: _____
Printed Name: _____
Title: _____

**EXHIBIT A
TO
PUBLIC HIGHWAY AT GRADE CROSSING AGREEMENT**

Exhibit A will be a print showing the Crossing Area (see Recitals)



LEGEND:

- EXISTING EASEMENT AREA
- ADDITIONAL EASEMENT AREA
- NEW CROSSING AREA
- UPRRCO. R/W OUTLINED

NOTE: BEFORE YOU BEGIN ANY WORK, SEE AGREEMENT FOR FIBER OPTIC PROVISIONS.

EXHIBIT "A"

UNION PACIFIC RAILROAD COMPANY

LINDON, UTAH COUNTY, UT

M.P. 709.9 - PROVO SUB.

MAP DRG UT V-3-A /18

SCALE: 1" = 100'

OFFICE OF REAL ESTATE
OMAHA, NEBRASKA DATE: 4/18/2023

RRM FILE: 07699-58

CADD FILENAME	0769958.DGN
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SCAN FILENAME	0769958_Ut+v3a8.TIF
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**EXHIBIT A-1
TO
PUBLIC HIGHWAY AT GRADE CROSSING AGREEMENT**

Exhibit A-1 will be the Plans of the Crossing Area (see Recitals)

PLANS OF PROPOSED PROJECT

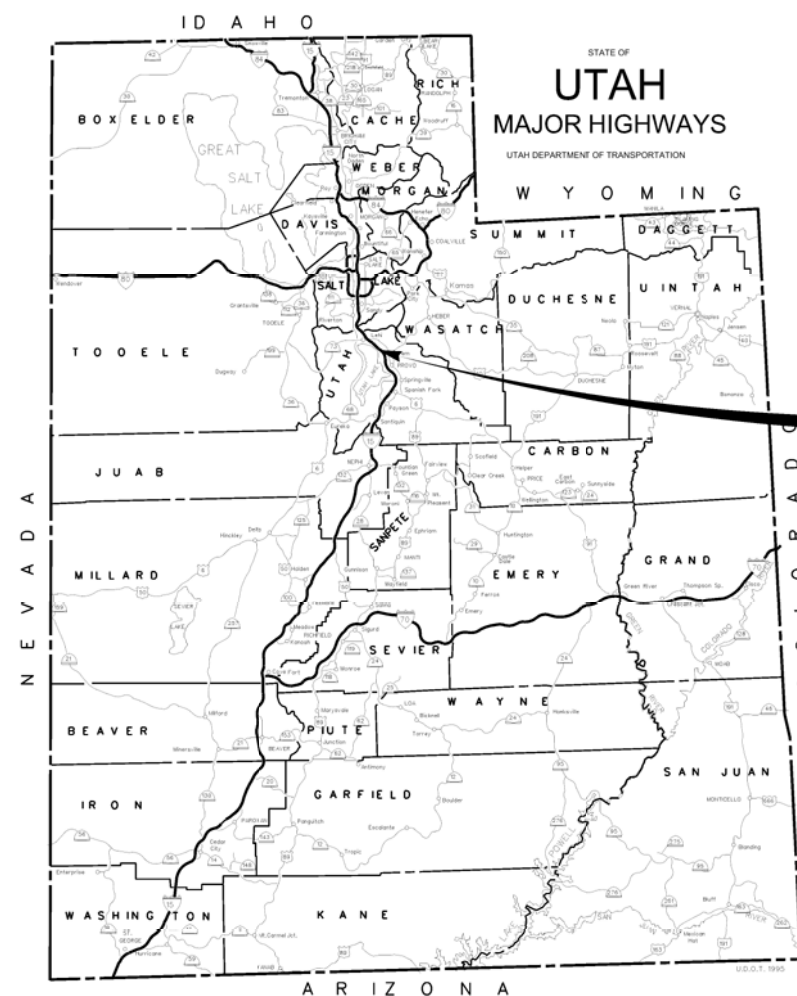
FEDERAL AID PROJECT

LINDON HERITAGE TRAIL - PIONEER LN TO UTAH LAKE

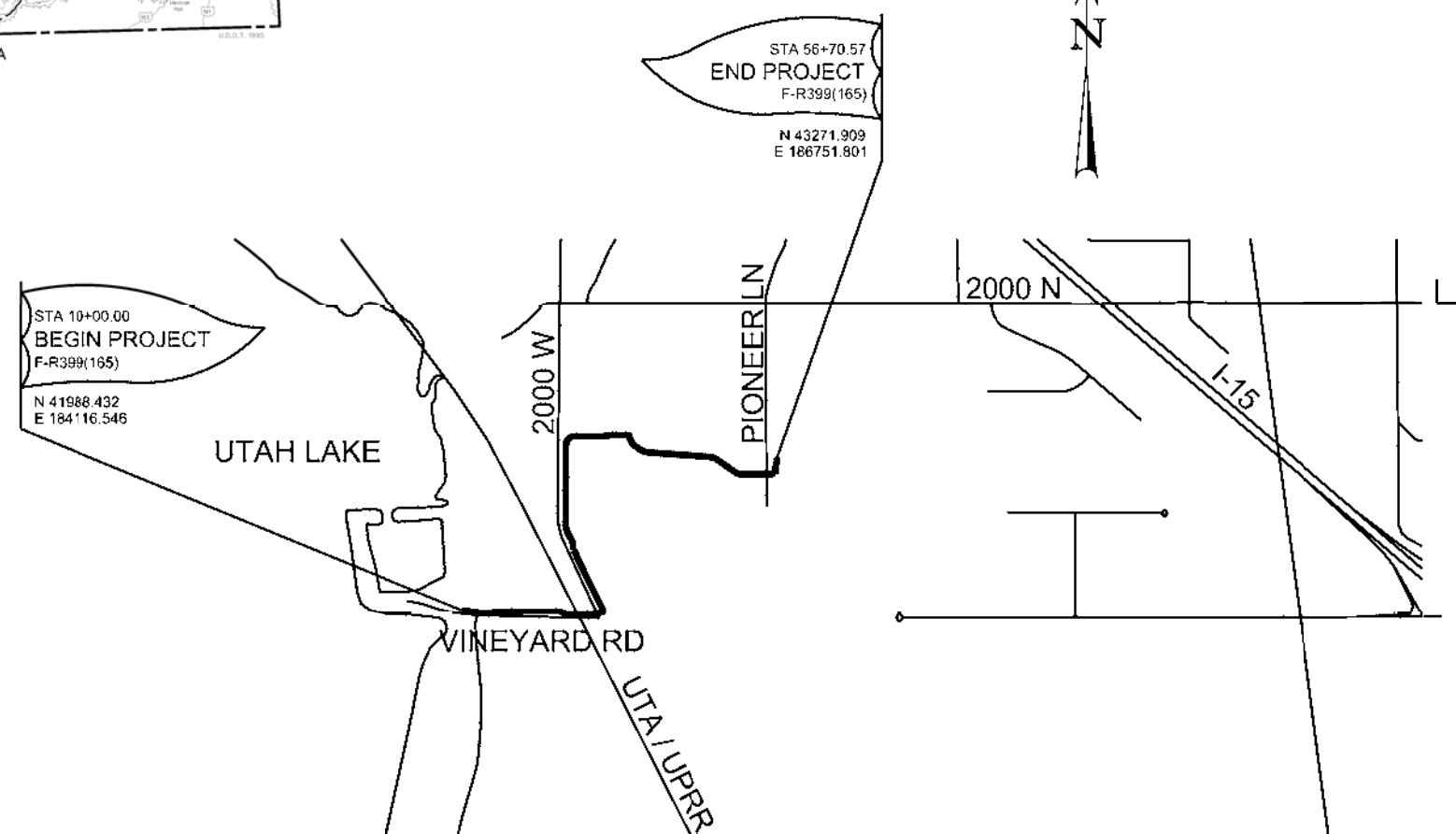
TRAILS

UTAH COUNTY

LENGTH 0.872 MILES



X F-R399(165)



THIS SEAL APPLIES TO ALL SHEETS
CONTAINING THIS SIGNATURE

VERIFIED FOR SUBMISSION FOR ADVERTISEMENT

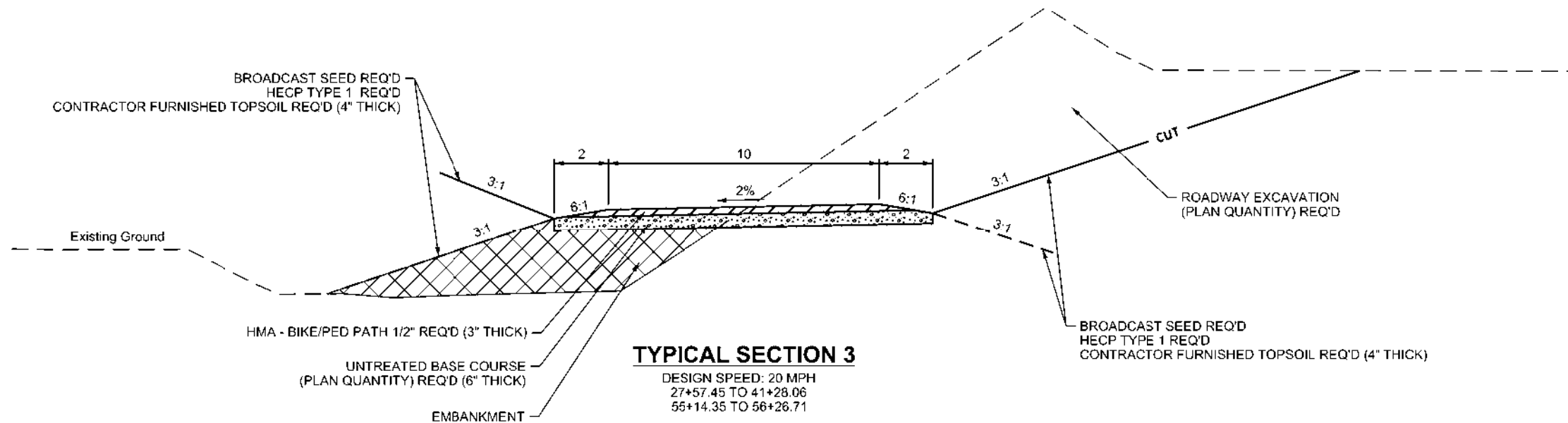
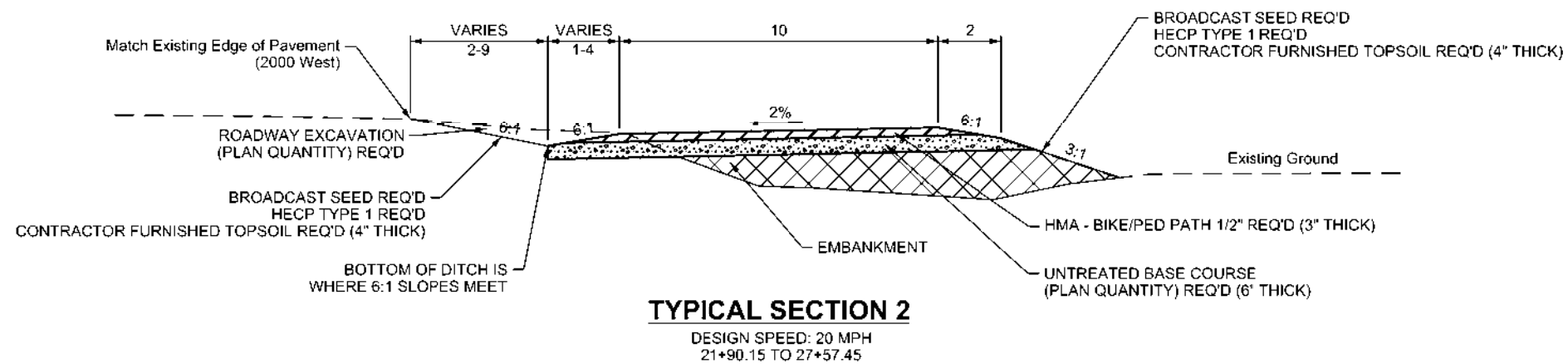
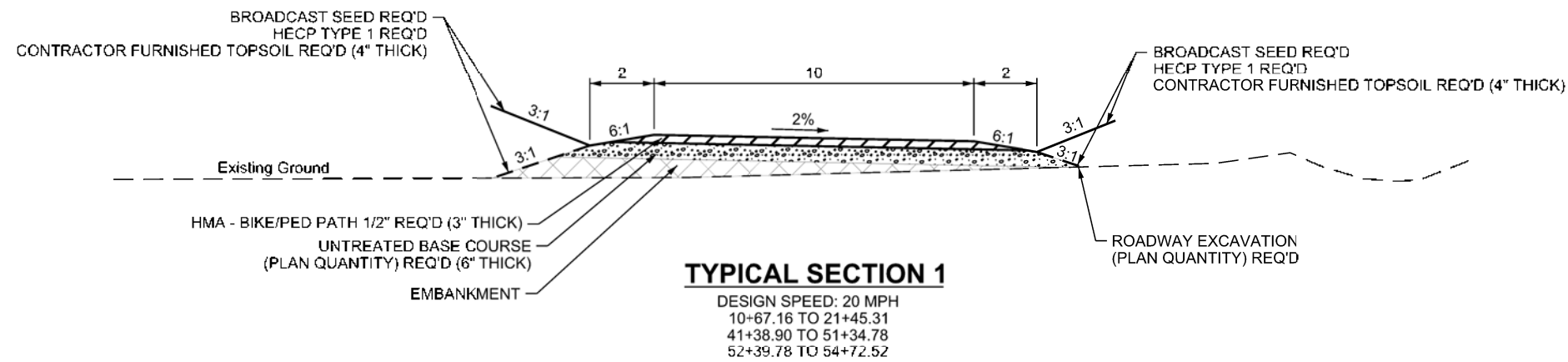
DESIGN ENGINEER

APPROVED FOR USE

LONDON CITY

UTAH DEPARTMENT OF TRANSPORTATION
APPROVED FOR ADVERTISEMENT

REGION THREE PRECONSTRUCTION ENGINEER

[illegible]

UTILITY LEGEND

GENERAL NOTES:

1. BEFORE DIGGING CALL BLUE STAKES FOR LOCATION OF UNDERGROUND UTILITIES. 1-800-662-4111 OR 811.
2. PROTECT IN PLACE ALL EXISTING UTILITIES UNLESS OTHERWISE SHOWN. CONTRACTOR IS RESPONSIBLE TO CORRECT ANY DAMAGE TO THE OWNERS SATISFACTION AND THE WORK WILL BE PAID FOR BY THE CONTRACTOR.
3. ALL EXISTING UTILITY LOCATIONS ARE FOR REFERENCE ONLY. CONTRACTOR TO VERIFY HORIZONTAL AND VERTICAL LOCATIONS IN FIELD. ALL POTHOLING FOR UTILITIES WILL BE CONSIDERED INCIDENTAL TO THE EXISTING PAY ITEMS ON THIS PROJECT, NO SEPARATE PAYMENT WILL BE MADE.
4. NOT ALL SERVICE CONNECTIONS AND LATERALS LOCATED ARE SHOWN ON PLANS.
5. RECONSTRUCT ALL CLEANOUT BOXES, VALVE BOXES, AND OTHER UTILITIES TO SPECIFICATION 01892 WITHIN PROJECT LIMITS. THE EXACT LOCATIONS AND QUANTITY OF THESE UTILITIES MUST BE DOCUMENTED BY THE CONTRACTOR FOR CONCRETE COLLAR PLACEMENT PRIOR TO PAVING.
6. CAUTION OVERHEAD POWER.
7. CONTACT ROCKY MOUNTAIN POWER LAKESIDE CONTROL ROOM AT 801-796-1835 48 HOURS IN ADVANCE OF ACCESSING THE POWER PLANT PROPERTY.

LEGEND

	swr		swr	EXISTING SEWER LINE
	be		be	EXISTING BURIED ELECTRIC
	e		e	EXISTING OVERHEAD ELECTRIC
	fo		fo	EXISTING FIBER OPTIC LINE
	g		g	EXISTING GAS LINE
	ir		ir	EXISTING PRESS./PIPED IRRIG.
	sd		sd	EXISTING STORM DRAIN
	tel		tel	EXISTING OVERHEAD TELEPHONE
	btel		btel	EXISTING BURIED TELEPHONE
	wtr		wtr	EXISTING WATER LINE
				OPEN DITCH
	xc		xc	EXISTING EMPTY CONDUIT
	BE		BE	PROPOSED BURIED ELECTRIC
	E		E	PROPOSED OVERHEAD ELECTRIC
	FO		FO	PROPOSED FIBER OPTIC LINE
	G		G	PROPOSED GAS LINE
	IR		IR	PROPOSED IRRIGATION LINE
	SD		SD	PROPOSED STORM DRAIN LINE
	BTel		BTel	PROPOSED BURIED TELEPHONE LINE
	WTR		WTR	PROPOSED WATER LINE
	ID		ID	PROPOSED ATMS

QUALITY LEVEL (QL) DEFINITIONS PER ASCE SUBSURFACE UTILITY ENGINEERING STANDARDS

QUALITY LEVEL (QL)	DESCRIPTION	RESULTING POSITIONAL ACCURACY AND DATA COMPLETENESS
D	INFORMATION DERIVED FROM EXISTING RECORDS OR ORAL RECOLLECTIONS.	DATA MAY BE COMPLETELY ERRONEOUS. THE RECORDS ONLY INDICATE THE UTILITY IS PRESENT. NO DIRECT FIELD EVIDENCE IS APPARENT.
C	INFORMATION OBTAINED BY SURVEYING AND PLOTTING VISIBLE ABOVE GROUND UTILITY FEATURES AND BY USING PROFESSIONAL JUDGMENT IN CORRELATING INFORMATION TO AVAILABLE RECORDS AND QL D INFORMATION. QL C IS USUALLY USED TO MAP NON-CONDUCTIVE PIPES, DEEP UTILITIES, OR WHEN ELECTROMAGNETIC (EM) SIGNAL INTERFERENCE AND DISTORTION IS TOO SIGNIFICANT.	POSITIONAL ACCURACY OF SURFACE FEATURES IS TO WITHIN 0.1 FEET; HOWEVER, ALIGNMENTS BETWEEN SURFACE FEATURES ARE OFTEN SCHEMATIC ONLY, PROVIDING GENERAL DIRECTION OF ALIGNMENT. TYPICALLY, ACCORDING TO FHWA STUDIES, 15% TO 30% OF THE UTILITY DATA MAY BE ERRONEOUS OR MISSING.
B	INFORMATION OBTAINED THROUGH THE APPLICATION OF APPROPRIATE SURFACE GEOPHYSICAL METHODS TO DETERMINE THE EXISTENCE AND APPROXIMATE HORIZONTAL POSITION OF SUBSURFACE UTILITIES. QL B DATA SHOULD BE REPRODUCIBLE AT ANY POINT OF THEIR DEPICTION USING SURFACE GEOPHYSICAL METHODS. THIS INFORMATION IS SURVEYED TO APPLICABLE TOLERANCES DEFINED BY THE PROJECT AND REDUCED ONTO PLAN DOCUMENTS. STANDARD GEOPHYSICAL METHODS MAP ONLY THE POINT OF PEAK SIGNAL ASSOCIATED WITH A CONDUCTIVE UTILITY. WHILE A QL B POINT CAN BE REPRODUCIBLE USING GEOPHYSICS, THE SIGNAL CAN BE DISTORTED DUE TO THE SUPERPOSITION OF EM FIELDS FROM ADJACENT CONDUCTORS AND NOT LIE HORIZONTALLY ABOVE THE TARGET. EXPERIENCED SUE OPERATORS HELP IDENTIFY AND MITIGATE THESE ISSUES. HOWEVER, QL A DATA IS RECOMMENDED FOR DESIGN / CONSTRUCTION WORK TO BE PERFORMED IN THE IMMEDIATE PROXIMITY OF QL B DEPICTED UTILITIES TO PROVIDE DEFINITIVE POSITIONAL ACCURACY.	A POSITIONAL ACCURACY STATEMENT WITH CONFIDENCE LEVEL IS NOT FEASIBLE UNLESS ELECTROMAGNETIC FIELDS ARE COMPLETELY MAPPED AND STATISTICAL ANALYSIS IS USED TO DERIVE ALIGNMENTS FROM THE LINEAR ANOMALIES; IN ADDITION, SUFFICIENT GROUND TRUTH SAMPLING (E.G., TEST HOLES) IS REQUIRED. THIS LEVEL OF GEOPHYSICAL SURVEY AND ANALYSIS EFFORT REQUIRED IS OFTEN NOT PRACTICAL OR COST EFFECTIVE. IN PRACTICE, EXPERIENCED SUE DESIGNATORS CAN DETERMINE UTILITY ALIGNMENTS REASONABLY WELL. PROFESSIONAL JUDGMENT IS EXERCISED TO DISTINGUISH INCIDENTS OF 'BLEED-OVER' AND WHEN APPARENT ALIGNMENTS DON'T MAKE SENSE. AVAILABLE UTILITY RECORDS ARE COMPARED WITH FIELD FINDINGS TO CONFIRM COMPLETENESS OF THE QL B DATA. QL B RATING, AS A RULE OF THUMB, IS GENERALLY ESTIMATED TO +/- 1 FOOT HORIZONTALLY FOR UTILITIES LESS THAN 5 FEET DEEP. HORIZONTAL ACCURACY DEGRADES WITH DEPTH. UTILITIES OVER 10 FEET DEEP ARE VERY DIFFICULT TO POSITION HORIZONTALLY USING STANDARD INDUCTIVE EQUIPMENT. VERTICAL LOCATION CANNOT BE RELIABLY DERIVED USING EM INDUCTIVE METHODS AS COMPUTED DEPTHS ARE OFTEN INCONSISTENT AND CAN BE MISLEADING UNLESS GROUND TRUTH (I.E. TEST HOLES) ARE AVAILABLE TO CONFIRM ACCURACY.
A	PRECISE HORIZONTAL AND VERTICAL LOCATION OF UTILITIES OBTAINED BY THE ACTUAL EXPOSURE (OR VERIFICATION OF PREVIOUSLY EXPOSED AND SURVEYED UTILITIES) AND SUBSEQUENT MEASUREMENT OF SUBSURFACE UTILITIES, USUALLY AT A SPECIFIC POINT. MINIMALLY INTRUSIVE EXCAVATION EQUIPMENT IS TYPICALLY USED TO MINIMIZE THE POTENTIAL FOR UTILITY DAMAGE. WITH QL A OBSERVATIONS, RELATIVELY PRECISE HORIZONTAL AND VERTICAL DEPICTIONS, AS WELL AS OTHER UTILITY ATTRIBUTE DATA, ARE SHOWN ON PLAN DOCUMENTS. ACCURACY IS TYPICALLY ABOUT 0.1 FEET VERTICAL, AND TO APPLICABLE HORIZONTAL SURVEY AND MAPPING ACCURACY AS DEFINED OR EXPECTED BY THE PROJECT OWNER AND AS LIMITED BY THE SURVEY EQUIPMENT AND METHODOLOGY USED TO PERFORM THE MEASUREMENT.	THIS IS THE ONLY QL TO WHICH A POSITIONAL ACCURACY STATEMENT MIGHT BE MADE. QL A IS AS ACCURATE AS THE REFERENCE HORIZONTAL AND VERTICAL SURVEY CONTROL WILL PERMIT AND THE METHODOLOGY USED TO MAKE THE MEASUREMENT AND DERIVE THE COORDINATES. NOTE THAT IN SOME CASES INVOLVING INVERTS, DIRECT MEASUREMENTS MAY NOT BE POSSIBLE; CONSEQUENTLY, QL A DESIGNATION CAN ONLY INDICATE THAT A RELATIVELY ACCURATE POSITION HAS BEEN DETERMINED ON THE SUBJECT FACILITY AT THAT DISCRETE LOCATION. IN SOME CASES AN APPARENT MINIMUM DEPTH OF CLEARANCE IS PROVIDED. THIS IS NOT QL A DATA AS THE UTILITY HAS NOT BEEN EXPOSED. THE UTILITY APPARENTLY LIES IN LINE WITH THE TEST HOLE, BUT IS DEEPER THAN CAN BE REACHED VIA VACUUM EXCAVATION BASED ON THE DETECTED GEOPHYSICAL SIGNAL. HOWEVER, THE MINIMUM DEPTH DATA IS PROVIDED FOR INFORMATIONAL PURPOSES FOR PLANNING CONSIDERATION.

UTILITY CONTACTS

UTILITY COMPANY	UTILITY TYPE	CONTACT	PHONE	EMAIL
CENTRAL UTAH WATER CONSERVANCY DISTRICT	IRRIGATION, CULINARY WATER, ELECTRIC & FIBER OPTICS	DARYL DEVEY	801-226-7117	DARYL@CUWCD.COM
CENTURY LINK	TELEPHONE & FIBER OPTICS	DARREN KELLER	801-238-0414	DARREN.KELLER@CENTURYLINK.COM
LINDON CITY	SEWER & CULINARY WATER	NOAH GORDON	801-796-7954	NGORDON@LINDONCITY.ORG
MCI/VERIZON	FIBER OPTICS	JOHN DAVIES	972-729-6016	JOHN.DAVIES@VERIZON.COM
PACIFICORP	ELECTRIC	VERONICA REYES	801-796-1916	VERONICA.REYES@PACIFICORP.COM
DOMINION ENERGY	NATURAL GAS	CHRISTOPHER ROBINSON	801-324-3432	CHRISTOPHER.ROBINSON@DOMINIONENERGY.COM
ROCKY MOUNTAIN POWER	ELECTRIC	SPENCER FOWLER	801-220-4060	SPENCER.FOWLER@ROCKYMOUNTAINPOWER.NET
VINEYARD TOWN	STORM DRAIN, SANITARY SEWER & CULINARY WATER	DON OVERSON	385-249-8478	DON@VINEYARDUTAH.ORG
XO COMMUNICATIONS	FIBER OPTICS	KIRK HANSEN	801-983-1712	KIRK.HANSEN@XO.COM
UDOT REGION 3	UTILITIES	AUSTIN TRIPP	801-227-8020	ATRIPP@UTAH.GOV

- CATCH BASIN / JUNCTION BOX
- FIRE HYDRANT
- JUNCTION BOX
- POWER POLE
- SANITARY SEWER MANHOLE
- STREET LIGHT
- STORM DRAIN MANHOLE
- TELCOM MH
- TELEPHONE PEDESTAL/ CABLE TV BOX
- TH #XX TESTHOLE I.D.
- WATER METER
- WATER MH
- WATER/IRRIG VALVE
- PROPOSED CATCH BASIN
- PULL BOX
- IRRIGATION MH
- TEST HOLE

REVISIONS

UTAH DEPARTMENT OF TRANSPORTATION
J-U-B ENGINEERS INC.

LINDON HERITAGE TRAIL

PIONEER LN TO UTAH LAKE

F-R399(165)

PIN

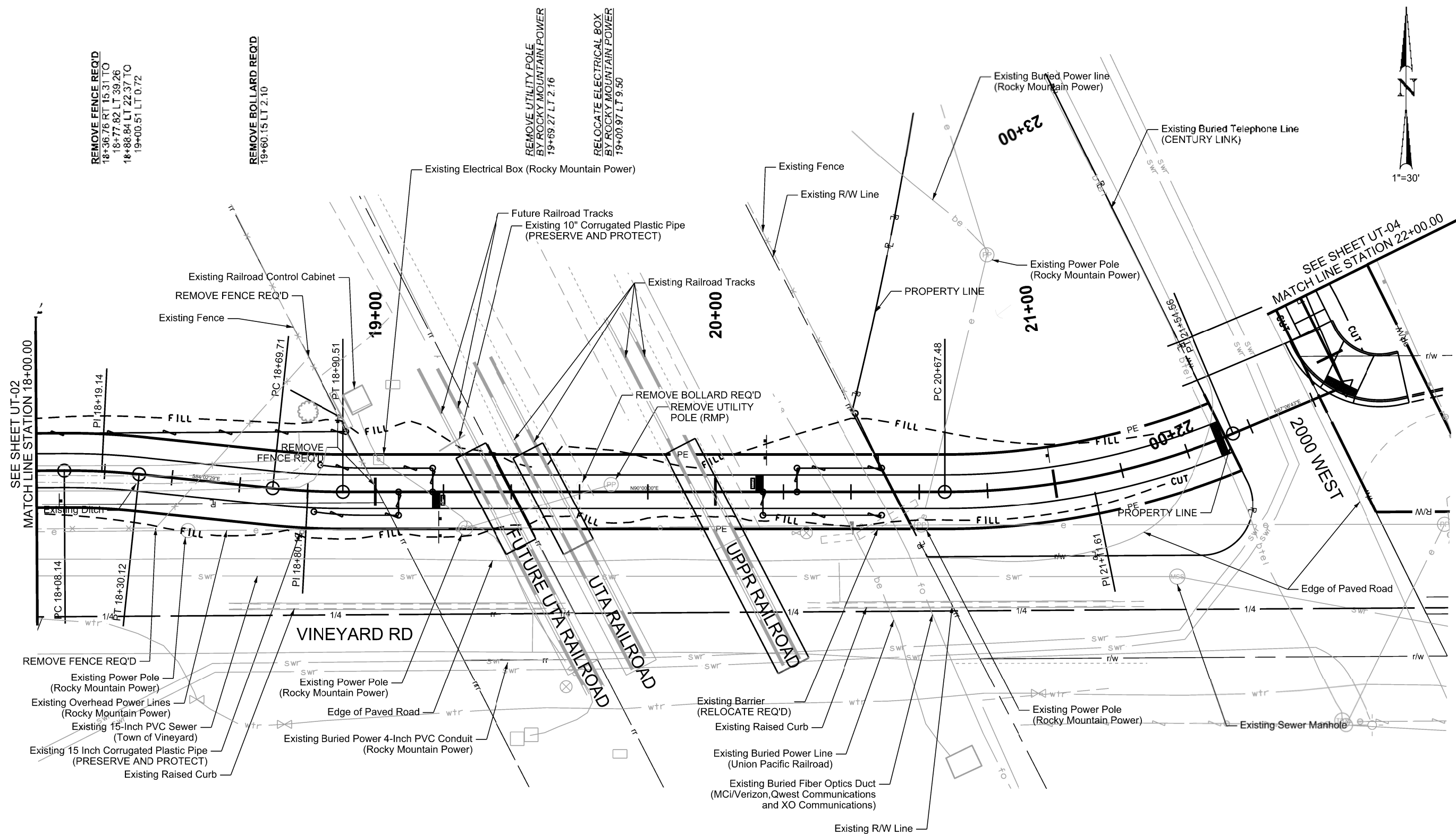
11625

UTILITY LEGEND

PROJECT
NUMBER

DATE

SHEET NO. UT-i



28-JUL-2021

[illegible]

APPROVED		DRAWN BY		MH	
		7/28/2021		QC	
				CHECKED BY	
				DATE	

SHEET NO.	PROJECT	LINDON HERITAGE TRAIL	
		PIONEER LN TO UTAH LAKE	
UT-03	PROJECT NUMBER	F-R399(165)	PIN 11625
	UTILITY / TOPO / REMOVAL		

CURVE	LENGTH	DELTA	RADIUS	CHORD BEARING	CHORD LENGTH
C2	21.98	06°17'48"	200.00	S 87°11'23" E	21.98
C3	32.93	18°52'06"	100.00	S 80°33'57" E	32.78
C4	87.08	22°53'17"	218.00	N 78°33'22" E	86.51

SIGN CODE LEGEND:
N - NEW SIGN
R - RELOCATE SIGN
X - REMOVE SIGN


 LOOSE RIPRAP REQ'D
 (UNWALKABLE SURFACE)

X.X-X

SIGN CODE
SIGN NUMBER
SHEET NUMBER

CONNECT
TO 1600 N
CURB AND
GUTTER

NOTE:
CONTACT UPRR MANAGER OF PUBLIC PROJECTS PRIOR TO
ANY WORK WITHIN UPRR ROW OR ANY WORK WITHIN 25' OF
THE CROSSING AFFECTING GRADE CROSSING OPERATIONS.

UTAH DEPARTMENT OF TRANSPORTATION
J-U-B ENGINEERS INC.

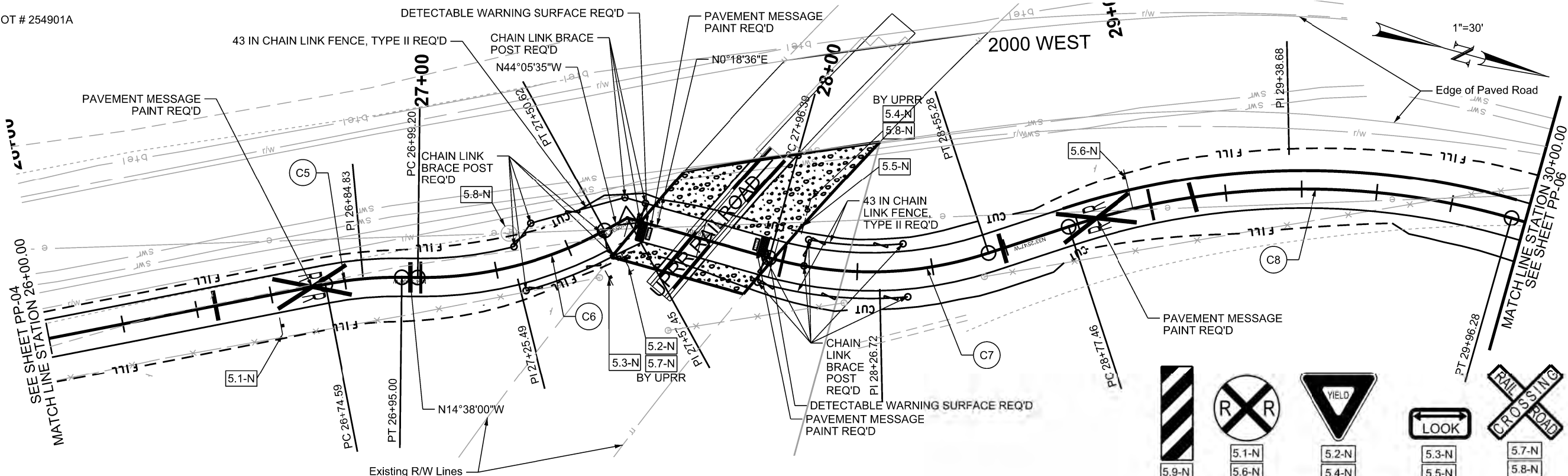
LINDON HERITAGE TRAIL	UTAH
PIONEER LN TO UTAH LAKE	
F-R 399(165)	APPROVED
PIN	11625

SHEET NO. PP-03

[illegible][illegible]

08-FEB-2022 DOT File: \\dot\dotcom\General\Clients\UT\Lincoln Trail\Phase3\Design\11625-11_Roadway_Design\11625_PPP.dgn

DOT # 254901A



DETECTABLE WARNING SURFACE REQ'D
27+62.01 RT 2.50
27+94.17 LT 2.50

PAVEMENT MESSAGE PAINT REQ'D
(STOP)
27+63.99 RT 2.50
27+92.19 LT 2.50

PAVEMENT MESSAGE PAINT REQ'D
(RAILROAD)
26+71.09 RT 0.00
28+85.17 RT 0.00

SIGN TYPE A-1, 24 INCH X 4.5 INCH REQ'D
[5.1-N] 26+61.01 RT 8.50
[5.6-N] 28+95.18 LT 8.50

SIGN TYPE A-1, 18 INCH X 18 INCH X 18 INCH BY UPRR
[5.2-N] 27+51.54 LT 9.18
[5.4-N] 28+04.01 LT 15.28

SIGN TYPE A-1, 18 INCH X 9 INCH REQ'D
[5.3-N] 27+46.17 LT 11.70
[5.5-N] 28+03.62 LT 10.29

SIGN TYPE A-1, 24 IN X 4.5 IN BY UPRR
[5.7-N] 27+51.54 LT 9.18
[5.8-N] 28+04.01 LT 15.28

43 IN CHAIN LINK FENCE, TYPE II REQ'D
27+26.22 RT 7.00 TO
27+49.58 RT 0.00

43 IN CHAIN LINK FENCE, TYPE II REQ'D
27+26.22 LT 5.00 TO
27+61.00 RT 0.00

43 IN CHAIN LINK FENCE, TYPE II REQ'D
27+95.18 RT 0.00 TO
28+32.72 RT 7.00

43 IN CHAIN LINK FENCE, TYPE II REQ'D
28+05.84 RT 0.00 TO
28+32.72 LT 7.00

RAILROAD CROSSING BY UPRR
27+70.44 RT 16.37 TO
28+42.97 LT 63.37

CHAIN LINK BRACE POST REQ'D
27+26.12 LT 5.05
27+26.22 RT 7.00

CHAIN LINK BRACE POST REQ'D
27+32.53 LT 9.63
27+49.58 RT 7.00

CHAIN LINK BRACE POST REQ'D
27+49.58 RT 0.00
27+60.94 LT 5.00

CHAIN LINK BRACE POST REQ'D
27+57.48 LT 5.00
27+95.18 RT 7.00

CHAIN LINK BRACE POST REQ'D
27+95.18 RT 0.00
28+05.84 LT 7.00

CHAIN LINK BRACE POST REQ'D
28+05.84 RT 0.00
28+32.72 RT 7.00

CHAIN LINK BRACE POST REQ'D
28+32.72 LT 7.00
28+32.72 LT 7.00

LOOSE RIPRAP REQ'D (UNWALKABLE SURFACE)
27+57.45 RT 0.00 TO
27+73.61 RT 0.00

LOOSE RIPRAP REQ'D (UNWALKABLE SURFACE)
27+82.44 RT 0.00 TO
27+97.56 RT 0.00

LOOSE RIPRAP REQ'D (UNWALKABLE SURFACE)
27+97.56 RT 0.00 TO
27+97.56 RT 0.00

LOOSE RIPRAP REQ'D (UNWALKABLE SURFACE)
27+97.56 RT 0.00 TO
27+97.56 RT 0.00

LOOSE RIPRAP REQ'D (UNWALKABLE SURFACE)
27+97.56 RT 0.00 TO
27+97.56 RT 0.00

LOOSE RIPRAP REQ'D (UNWALKABLE SURFACE)
27+97.56 RT 0.00 TO
27+97.56 RT 0.00

LOOSE RIPRAP REQ'D (UNWALKABLE SURFACE)
27+97.56 RT 0.00 TO
27+97.56 RT 0.00

LOOSE RIPRAP REQ'D (UNWALKABLE SURFACE)
27+97.56 RT 0.00 TO
27+97.56 RT 0.00

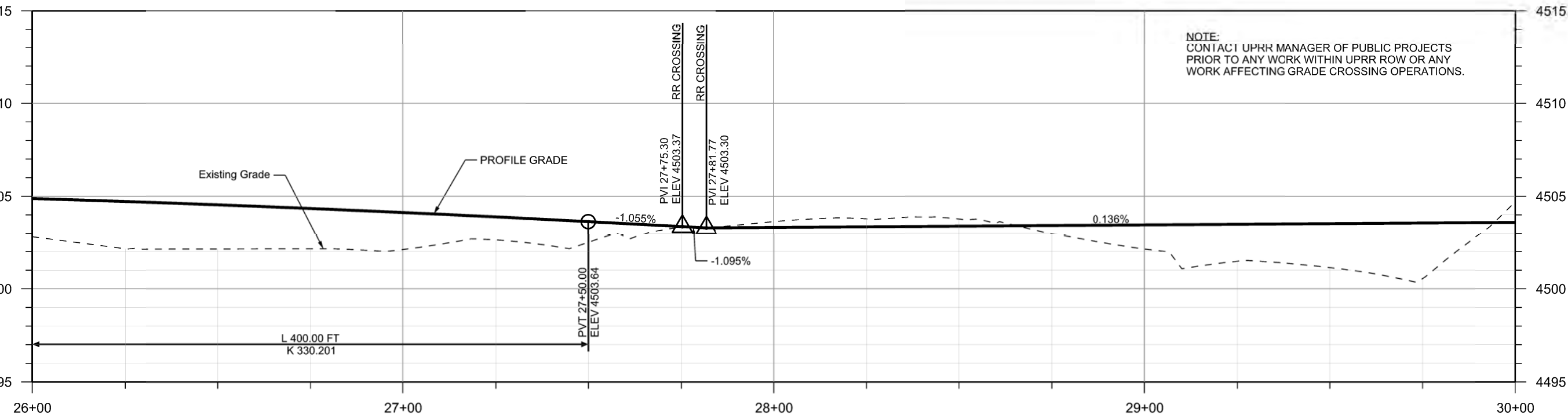
LOOSE RIPRAP REQ'D (UNWALKABLE SURFACE)
27+97.56 RT 0.00 TO
27+97.56 RT 0.00

LOOSE RIPRAP REQ'D (UNWALKABLE SURFACE)
27+97.56 RT 0.00 TO
27+97.56 RT 0.00

LOOSE RIPRAP REQ'D (UNWALKABLE SURFACE)
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27+97.56 RT 0.00

LOOSE RIPRAP REQ'D (UNWALKABLE SURFACE)
27+97.56 RT 0.00 TO
27+97.56 RT 0.00

LOOSE RIPRAP REQ'D (UNWALKABLE SURFACE)
27+97.56 RT 0.00 TO
27+97.56 RT 0.00

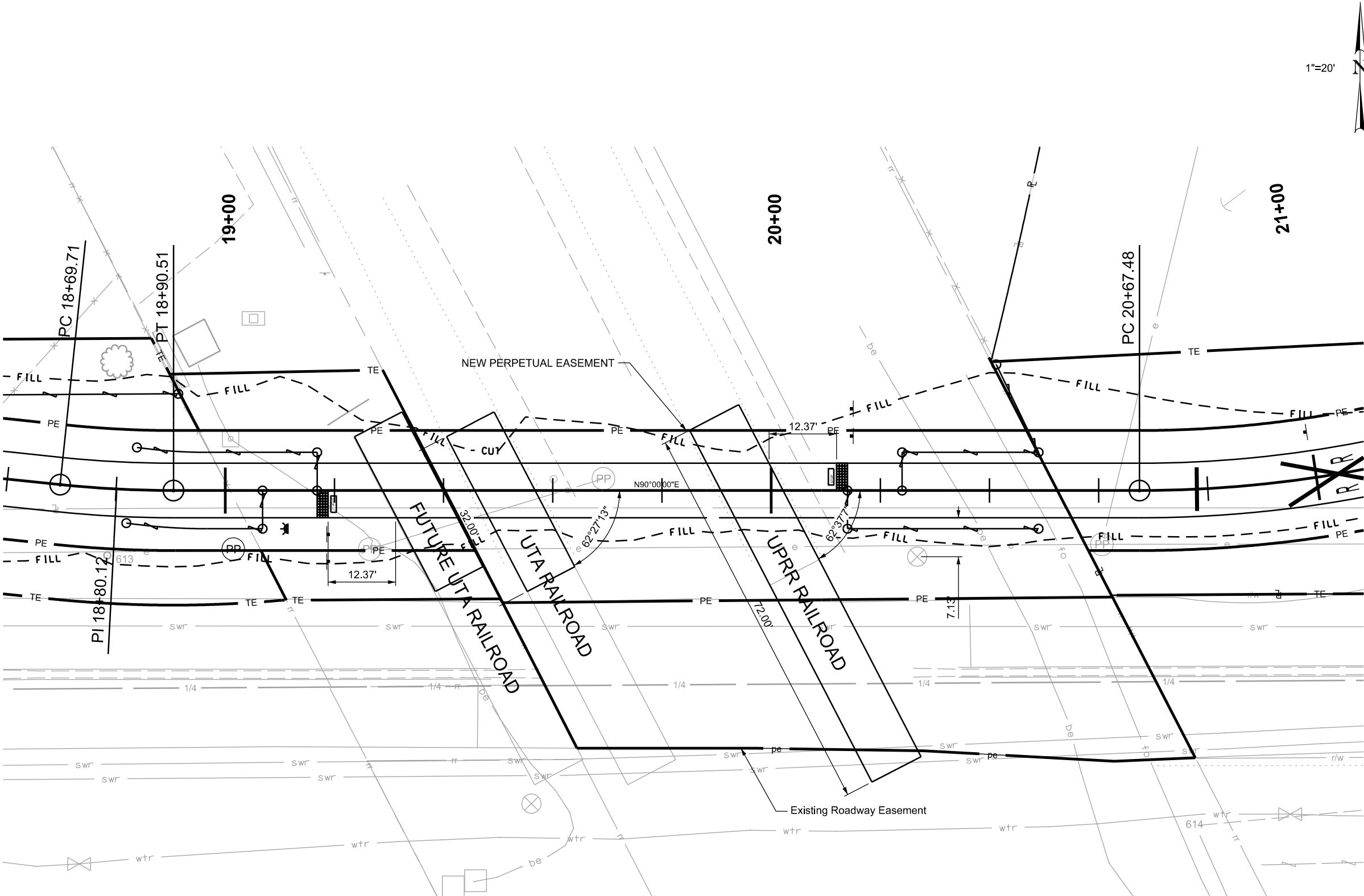


LINDON HERITAGE TRAIL

UTAH DEPARTMENT OF TRANSPORTATION		J-U-B ENGINEERS, INC.	
LINDON HERITAGE TRAIL		PIONEER LN TO UTAH LAKE	
PROJECT NUMBER		F-R399(165)	
PROJECT		PIN 11625	
SHEET NO. PP-05		DATE 2/8/2022	
APPROVED		PROFESSIONAL ENGINEER	
DRAWN BY MH		CHECKED BY C/JF	
REVISIONS		REMARKS	

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DOT # 254901A

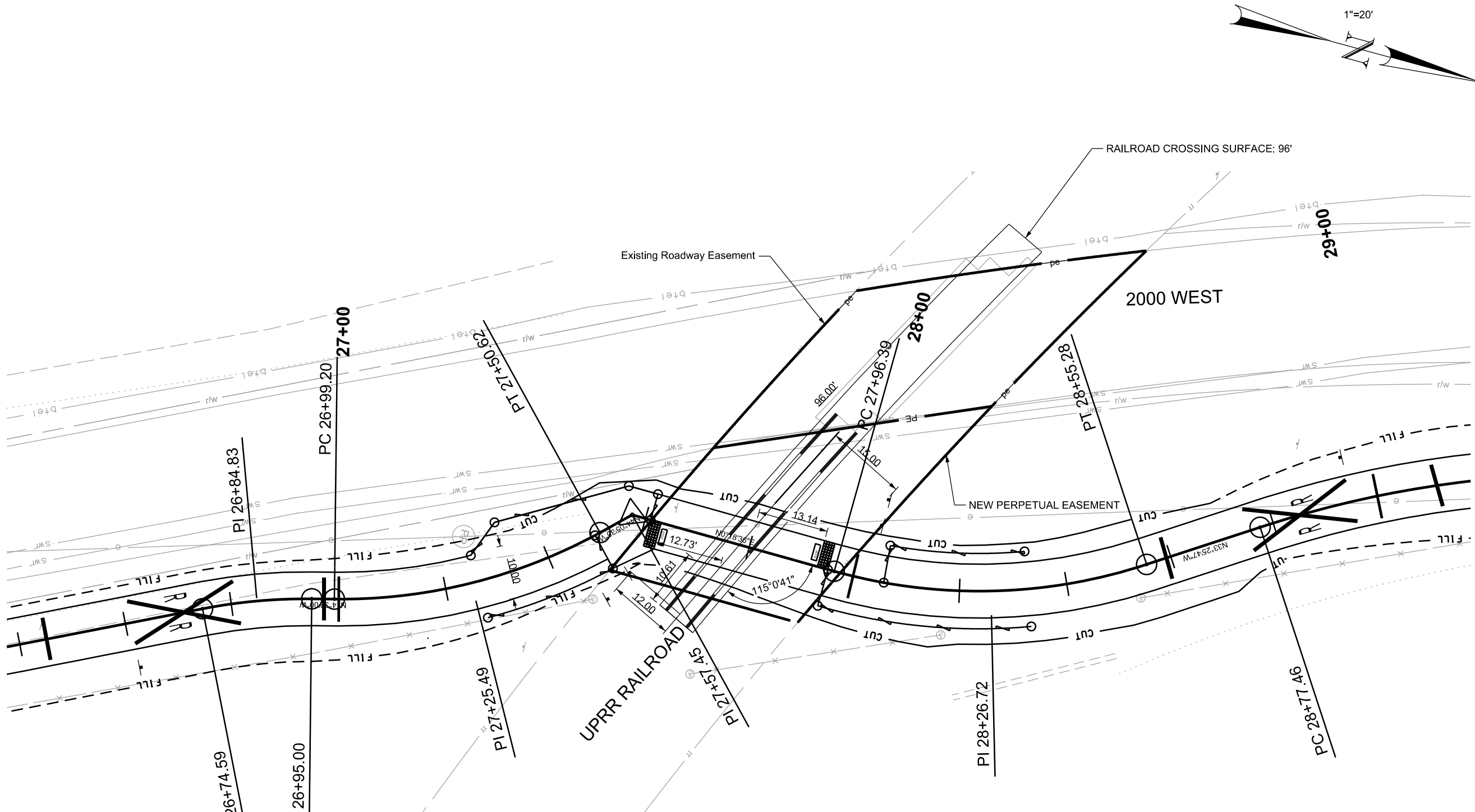


NOTE: UNWALKABLE SURFACE (RIPRAP)
TO BE INSTALLED ON EITHER SIDE OF THE
TRAIL ALONG THE RR RIGHT OF WAY
STA 19+00.85 TO STA 20+52.45

PROJECT		LINDON HERITAGE TRAIL		UTAH DEPARTMENT OF TRANSPORTATION		REVISIONS	
PROJECT NUMBER		PIONEER LN TO UTAH LAKE		J-U-B ENGINEERS INC.			
		F-R399(165)		APPROVED			
		UPRR DETAIL		DRAWN BY			
		PIN 11625		QC			
				CHECKED BY			
				DATE			
				PROFESSIONAL ENGINEER			
				DATE			
				APPROVED BY			
				NO.			
				DATE			
				REMARKS			

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DOT # 254901A



NOTE:
CONTACT UPRR MANAGER OF PUBLIC PROJECTS
PRIOR TO ANY WORK WITHIN UPRR ROW OR ANY
WORK AFFECTING GRADE CROSSING OPERATIONS.

UNWALKABLE SURFACE (RIPRAP) TO BE INSTALLED
ON EITHER SIDE OF THE TRAIL ALONG THE RR RIGHT
OF WAY. STA 27+61.15 TO STA 27+97.55

SHEET NO. UPRR DT-02		PROJECT		LINDON HERITAGE TRAIL		UTAH DEPARTMENT OF TRANSPORTATION				REVISIONS			
				PIONEER LN TO UTAH LAKE		J-U-B ENGINEERS INC.							
PROJECT NUMBER		F-R399(165)		PIN	11625	APPROVED		DRAWN BY					
UPRR DETAIL						PROFESSIONAL ENGINEER		10/5/2021		QC CHECKED BY			

**EXHIBIT B
TO
PUBLIC HIGHWAY AT GRADE CROSSING AGREEMENT**

SECTION 1. CONDITIONS AND COVENANTS

A. The Railroad makes no covenant or warranty of title for quiet possession or against encumbrances. The Political Body shall not use or permit use of the Crossing Area for any purposes other than those described in this Agreement. Without limiting the foregoing, the Political Body shall not use or permit use of the Crossing Area for railroad purposes, or for gas, oil or gasoline pipe lines. Any lines constructed on the Railroad's property by or under authority of the Political Body for the purpose of conveying electric power or communications incidental to the Political Body's use of the property for highway purposes shall be constructed in accordance with specifications and requirements of the Railroad, and in such manner as not adversely to affect communication or signal lines of the Railroad or its licensees now or hereafter located upon said property. No nonparty shall be admitted by the Political Body to use or occupy any part of the Railroad's property without the Railroad's written consent. Nothing herein shall obligate the Railroad to give such consent.

B. The Railroad reserves the right to cross the Crossing Area with such railroad tracks as may be required for its convenience or purposes. In the event the Railroad shall place additional tracks upon the Crossing Area, the Political Body shall, at its sole cost and expense, modify the Roadway to conform with all tracks within the Crossing Area.

C. The right hereby granted is subject to any existing encumbrances and rights (whether public or private), recorded or unrecorded, and also to any renewals thereof. The Political Body shall not damage, destroy or interfere with the property or rights of nonparties in, upon or relating to the Railroad's property, unless the Political Body at its own expense settles with and obtains releases from such nonparties.

D. The Railroad reserves the right to use and to grant to others the right to use the Crossing Area for any purpose not inconsistent with the right hereby granted, including, but not by way of limitation, the right to construct, reconstruct, maintain, operate, repair, alter, renew and replace tracks, facilities and appurtenances on the property; and the right to cross the Crossing Area with all kinds of equipment.

E. So far as it lawfully may do so, the Political Body will assume, bear and pay all taxes and assessments of whatsoever nature or kind (whether general, local or special) levied or assessed upon or against the Crossing Area, excepting taxes levied upon and against the property as a component part of the Railroad's operating property.

F. If any property or rights other than the right hereby granted are necessary for the construction, maintenance and use of the Roadway and its appurtenances, or for the performance of any work in connection with the Project, the Political Body will acquire all such other property and rights at its own expense and without expense to the Railroad.

SECTION 2. CONSTRUCTION OF ROADWAY

A. The Political Body, at its expense, will apply for and obtain all public authority required by law, ordinance, rule or regulation for the Project, and will furnish the Railroad upon request with satisfactory evidence that such authority has been obtained.

B. Except as may be otherwise specifically provided herein, the Political Body, at its expense, will furnish all necessary labor, material and equipment, and shall construct and complete the Roadway and all appurtenances thereof. The appurtenances shall include, without limitation, all necessary and proper highway warning devices (except those installed by the Railroad within its right of way) and all necessary drainage facilities, guard rails or barriers, and right of way fences between the Roadway and the railroad tracks. Upon completion of the Project, the Political Body shall remove from the Railroad's property all temporary structures and false work, and will leave the Crossing Area in a condition satisfactory to the Railroad.

C. All construction work of the Political Body upon the Railroad's property (including, but not limited to, construction of the Roadway and all appurtenances and all related and incidental work) shall be performed and completed in a manner satisfactory to the Assistant Vice President Engineering-Design of the Railroad or his authorized representative and in compliance with the Plans, and other guidelines furnished by the Railroad.

D. All construction work of the Political Body shall be performed diligently and completed within a reasonable time. No part of the Project shall be suspended, discontinued or unduly delayed without the Railroad's written consent, and subject to such reasonable conditions as the Railroad may specify. It is understood that the Railroad's tracks at and in the vicinity of the work will be in constant or frequent use during progress of the work and that movement or stoppage of trains, engines or cars may cause delays in the work of the Political Body. The Political Body hereby assumes the risk of any such delays and agrees that no claims for damages on account of any delay shall be made against the Railroad by the State and/or the Contractor.

SECTION 3. INJURY AND DAMAGE TO PROPERTY

If the Political Body, in the performance of any work contemplated by this Agreement or by the failure to do or perform anything for which the Political Body is responsible under the provisions of this Agreement, shall injure, damage or destroy any property of the Railroad or of any other person lawfully occupying or using the property

of the Railroad, such property shall be replaced or repaired by the Political Body at the Political Body's own expense, or by the Railroad at the expense of the Political Body, and to the satisfaction of the Railroad's Assistant Vice President Engineering-Design.

SECTION 4. RAILROAD MAY USE CONTRACTORS TO PERFORM WORK

The Railroad may contract for the performance of any of its work by other than the Railroad forces. The Railroad shall notify the Political Body of the contract price within ninety (90) days after it is awarded. Unless the Railroad's work is to be performed on a fixed price basis, the Political Body shall reimburse the Railroad for the amount of the contract.

SECTION 5. MAINTENANCE AND REPAIRS

A. The Political Body shall, at its own sole expense, maintain, repair, and renew, or cause to be maintained, repaired and renewed, the entire Crossing Area and Roadway, except the portions between the track tie ends, which shall be maintained by the Railroad at the Political Body's expense.

B. If, in the future, the Political Body elects to have the surfacing material between the track tie ends, or between tracks if there is more than one railroad track across the Crossing Area, replaced with paving or some surfacing material other than timber planking, the Railroad, at the Political Body's expense, shall install such replacement surfacing, and in the future, to the extent repair or replacement of the surfacing is necessitated by repair or rehabilitation of the Railroad's tracks through the Crossing Area, the Political Body shall bear the expense of such repairs or replacement.

SECTION 6. CHANGES IN GRADE

If at any time the Railroad shall elect, or be required by competent authority to, raise or lower the grade of all or any portion of the track(s) located within the Crossing Area, the Political Body shall, at its own expense, conform the Roadway to conform with the change of grade of the trackage.

SECTION 7. REARRANGEMENT OF WARNING DEVICES

If the change or rearrangement of any warning device installed hereunder is necessitated for public or Railroad convenience or on account of improvements for either the Railroad, highway or both, the parties will apportion the expense incidental thereto between themselves by negotiation, agreement or by the order of a competent authority before the change or rearrangement is undertaken.

SECTION 8. SAFETY MEASURES; PROTECTION OF RAILROAD COMPANY OPERATIONS

It is understood and recognized that safety and continuity of the Railroad's

operations and communications are of the utmost importance; and in order that the same may be adequately safeguarded, protected and assured, and in order that accidents may be prevented and avoided, it is agreed with respect to all of said work of the Political Body that the work will be performed in a safe manner and in conformity with the following standards:

A. **Definitions.** All references in this Agreement to the Political Body shall also include the Contractor and their respective officers, agents and employees, and others acting under its or their authority; and all references in this Agreement to work of the Political Body shall include work both within and outside of the Railroad's property.

B. **Entry on to Railroad's Property by Political Body.** If the Political Body's employees need to enter Railroad's property in order to perform an inspection of the Roadway, minor maintenance or other activities, the Political Body shall first provide at least ten (10) working days advance notice to the Railroad Representative. With respect to such entry on to Railroad's property, the Political Body, to the extent permitted by law, agrees to release, defend and indemnify the Railroad from and against any loss, damage, injury, liability, claim, cost or expense incurred by any person including, without limitation, the Political Body's employees, or damage to any property or equipment (collectively the "Loss") that arises from the presence or activities of Political Body's employees on Railroad's property, except to the extent that any Loss is caused by the sole direct negligence of Railroad.

C. **Flagging.**

(i) If the Political Body's employees need to enter Railroad's property as provided in Paragraph B above, the Political Body agrees to notify the Railroad Representative at least thirty (30) working days in advance of proposed performance of any work by Political Body in which any person or equipment will be within twenty-five (25) feet of any track, or will be near enough to any track that any equipment extension (such as, but not limited to, a crane boom) will reach to within twenty-five (25) feet of any track. No work of any kind shall be performed, and no person, equipment, machinery, tool(s), material(s), vehicle(s), or thing(s) shall be located, operated, placed, or stored within twenty-five (25) feet of any of Railroad's track(s) at any time, for any reason, unless and until a Railroad flagman is provided to watch for trains. Upon receipt of such thirty (30) day notice, the Railroad Representative will determine and inform Political Body whether a flagman need be present and whether Political Body needs to implement any special protective or safety measures. If flagging or other special protective or safety measures are performed by Railroad, Railroad will bill Political Body for such expenses incurred by Railroad. If Railroad performs any flagging, or other special protective or safety measures are performed by Railroad, Political Body agrees that Political Body is not relieved of any of its responsibilities or liabilities set forth in this Agreement.

(ii) The rate of pay per hour for each flagman will be the prevailing hourly rate in effect for an eight-hour day for the class of flagmen used during regularly assigned hours and overtime in accordance with Labor Agreements and Schedules in effect at the

time the work is performed. In addition to the cost of such labor, a composite charge for vacation, holiday, health and welfare, supplemental sickness, Railroad Retirement and unemployment compensation, supplemental pension, Employees Liability and Property Damage and Administration will be included, computed on actual payroll. The composite charge will be the prevailing composite charge in effect at the time the work is performed. One and one-half times the current hourly rate is paid for overtime, Saturdays and Sundays, and two and one-half times current hourly rate for holidays. Wage rates are subject to change, at any time, by law or by agreement between Railroad and its employees, and may be retroactive as a result of negotiations or a ruling of an authorized governmental agency. Additional charges on labor are also subject to change. If the wage rate or additional charges are changed, Political Body shall pay on the basis of the new rates and charges.

(iii) Reimbursement to Railroad will be required covering the full eight-hour day during which any flagman is furnished, unless the flagman can be assigned to other Railroad work during a portion of such day, in which event reimbursement will not be required for the portion of the day during which the flagman is engaged in other Railroad work. Reimbursement will also be required for any day not actually worked by the flagman following the flagman's assignment to work on the project for which Railroad is required to pay the flagman and which could not reasonably be avoided by Railroad by assignment of such flagman to other work, even though Political Body may not be working during such time. When it becomes necessary for Railroad to bulletin and assign an employee to a flagging position in compliance with union collective bargaining agreements, Political Body must provide Railroad a minimum of five (5) days notice prior to the cessation of the need for a flagman. If five (5) days notice of cessation is not given, Political Body will still be required to pay flagging charges for the five (5) day notice period required by union agreement to be given to the employee, even though flagging is not required for that period. An additional thirty (30) days notice must then be given to Railroad if flagging services are needed again after such five day cessation notice has been given to Railroad.

D. **Compliance With Laws.** The Political Body shall comply with all applicable federal, state and local laws, regulations and enactments affecting the work. The Political Body shall use only such methods as are consistent with safety, both as concerns the Political Body, the Political Body's agents and employees, the officers, agents, employees and property of the Railroad and the public in general. The Political Body (without limiting the generality of the foregoing) shall comply with all applicable state and federal occupational safety and health acts and regulations. All Federal Railroad Administration regulations shall be followed when work is performed on the Railroad's premises. If any failure by the Political Body to comply with any such laws, regulations, and enactments, shall result in any fine, penalty, cost or charge being assessed, imposed or charged against the Railroad, the Political Body shall reimburse, and to the extent it may lawfully do so, indemnify the Railroad for any such fine, penalty, cost, or charge, including without limitation attorney's fees, court costs and expenses. The Political Body further agrees in the event of any such action, upon notice thereof being provided by the Railroad, to defend such action free of cost, charge, or expense

to the Railroad.

E. **No Interference or Delays.** The Political Body shall not do, suffer or permit anything which will or may obstruct, endanger, interfere with, hinder or delay maintenance or operation of the Railroad's tracks or facilities, or any communication or signal lines, installations or any appurtenances thereof, or the operations of others lawfully occupying or using the Railroad's property or facilities.

F. **Supervision.** The Political Body, at its own expense, shall adequately police and supervise all work to be performed by the Political Body, and shall not inflict injury to persons or damage to property for the safety of whom or of which the Railroad may be responsible, or to property of the Railroad. The responsibility of the Political Body for safe conduct and adequate policing and supervision of the Project shall not be lessened or otherwise affected by the Railroad's approval of plans and specifications, or by the Railroad's collaboration in performance of any work, or by the presence at the work site of the Railroad's representatives, or by compliance by the Political Body with any requests or recommendations made by such representatives. If a representative of the Railroad is assigned to the Project, the Political Body will give due consideration to suggestions and recommendations made by such representative for the safety and protection of the Railroad's property and operations.

G. **Suspension of Work.** If at any time the Political Body's engineers or the Vice President-Engineering Services of the Railroad or their respective representatives shall be of the opinion that any work of the Political Body is being or is about to be done or prosecuted without due regard and precaution for safety and security, the Political Body shall immediately suspend the work until suitable, adequate and proper protective measures are adopted and provided.

H. **Removal of Debris.** The Political Body shall not cause, suffer or permit material or debris to be deposited or cast upon, or to slide or fall upon any property or facilities of the Railroad; and any such material and debris shall be promptly removed from the Railroad's property by the Political Body at the Political Body's own expense or by the Railroad at the expense of the Political Body. The Political Body shall not cause, suffer or permit any snow to be plowed or cast upon the Railroad's property during snow removal from the Crossing Area.

I. **Explosives.** The Political Body shall not discharge any explosives on or in the vicinity of the Railroad's property without the prior consent of the Railroad's Vice President-Engineering Services, which shall not be given if, in the sole discretion of the Railroad's Vice President-Engineering Services, such discharge would be dangerous or would interfere with the Railroad's property or facilities. For the purposes hereof, the "vicinity of the Railroad's property" shall be deemed to be any place on the Railroad's property or in such close proximity to the Railroad's property that the discharge of explosives could cause injury to the Railroad's employees or other persons, or cause damage to or interference with the facilities or operations on the Railroad's property. The Railroad reserves the right to impose such conditions, restrictions or limitations on

the transportation, handling, storage, security and use of explosives as the Railroad, in the Railroad's sole discretion, may deem to be necessary, desirable or appropriate.

J. **Excavation.** The Political Body shall not excavate from existing slopes nor construct new slopes which are excessive and may create hazards of slides or falling rock, or impair or endanger the clearance between existing or new slopes and the tracks of the Railroad. The Political Body shall not do or cause to be done any work which will or may disturb the stability of any area or adversely affect the Railroad's tracks or facilities. The Political Body, at its own expense, shall install and maintain adequate shoring and cribbing for all excavation and/or trenching performed by the Political Body in connection with construction, maintenance or other work. The shoring and cribbing shall be constructed and maintained with materials and in a manner approved by the Railroad's Assistant Vice President Engineering - Design to withstand all stresses likely to be encountered, including any stresses resulting from vibrations caused by the Railroad's operations in the vicinity.

K. **Drainage.** The Political Body, at the Political Body's own expense, shall provide and maintain suitable facilities for draining the Roadway and its appurtenances, and shall not suffer or permit drainage water therefrom to flow or collect upon property of the Railroad. The Political Body, at the Political Body's own expense, shall provide adequate passageway for the waters of any streams, bodies of water and drainage facilities (either natural or artificial, and including water from the Railroad's culvert and drainage facilities), so that said waters may not, because of any facilities or work of the Political Body, be impeded, obstructed, diverted or caused to back up, overflow or damage the property of the Railroad or any part thereof, or property of others. The Political Body shall not obstruct or interfere with existing ditches or drainage facilities.

L. **Notice.** Before commencing any work, the Political Body shall provide the advance notice to the Railroad that is required under the Contractor's Right of Entry Agreement.

M. **Fiber Optic Cables.** Fiber optic cable systems may be buried on the Railroad's property. Protection of the fiber optic cable systems is of extreme importance since any break could disrupt service to users resulting in business interruption and loss of revenue and profits. Political Body shall visit up.com/CBUD to complete and submit the required form to determine if fiber optic cable is buried anywhere on Railroad's property to be used by the Political Body. If it is, Political Body will telephone the telecommunications company(ies) involved, arrange for a cable locator, and make arrangements for relocation or other protection of the fiber optic cable prior to beginning any work on the Railroad's premises.

SECTION 9. INTERIM WARNING DEVICES

If at anytime it is determined by a competent authority, by the Political Body, or by agreement between the parties, that new or improved train activated warning devices should be installed at the Crossing Area, the Political Body shall install adequate

temporary warning devices or signs and impose appropriate vehicular control measures to protect the motoring public until the new or improved devices have been installed.

SECTION 10. OTHER RAILROADS

All protective and indemnifying provisions of this Agreement shall inure to the benefit of the Railroad and any other railroad company lawfully using the Railroad's property or facilities.

SECTION 11. BOOKS AND RECORDS

The books, papers, records and accounts of Railroad, so far as they relate to the items of expense for the materials to be provided by Railroad under this Project, or are associated with the work to be performed by Railroad under this Project, shall be open to inspection and audit at Railroad's offices in Omaha, Nebraska, during normal business hours by the agents and authorized representatives of Political Body for a period of three (3) years following the date of Railroad's last billing sent to Political Body.

SECTION 12. REMEDIES FOR BREACH OR NONUSE

A. If the Political Body shall fail, refuse or neglect to perform and abide by the terms of this Agreement, the Railroad, in addition to any other rights and remedies, may perform any work which in the judgment of the Railroad is necessary to place the Roadway and appurtenances in such condition as will not menace, endanger or interfere with the Railroad's facilities or operations or jeopardize the Railroad's employees; and the Political Body will reimburse the Railroad for the expenses thereof.

B. Nonuse by the Political Body of the Crossing Area for public highway purposes continuing at any time for a period of eighteen (18) months shall, at the option of the Railroad, work a termination of this Agreement and of all rights of the Political Body hereunder.

C. The Political Body will surrender peaceable possession of the Crossing Area and Roadway upon termination of this Agreement. Termination of this Agreement shall not affect any rights, obligations or liabilities of the parties, accrued or otherwise, which may have arisen prior to termination.

SECTION 13. MODIFICATION - ENTIRE AGREEMENT

No waiver, modification or amendment of this Agreement shall be of any force or effect unless made in writing, signed by the Political Body and the Railroad and specifying with particularity the nature and extent of such waiver, modification or amendment. Any waiver by the Railroad of any default by the Political Body shall not affect or impair any right arising from any subsequent default. This Agreement and Exhibits attached hereto and made a part hereof constitute the entire understanding between the Political Body and the Railroad and cancel and supersede any prior

negotiations, understandings or agreements, whether written or oral, with respect to the work or any part thereof.

EXHIBIT C
TO
PUBLIC HIGHWAY AT GRADE CROSSING AGREEMENT

Exhibit C (if applicable) will be Railroad's Material and Force Agreement Estimate.

Material And Force Account Estimate

City of Lindon

Estimate Number: 135866 Version: 5

Standard Rates: Labor Additive = 205%

Estimate Good Until 06/22/24

Location: PROVO SUB, SIMN, 709.7-710.1

Description of Work: Surface Project 254902G-5, Provo Sub MP 709.90 PID 121577 1600 North/
Vineyard Rd Lindon, UT

Prepared For:

Buy America: No

COMMENTS	FACILITY	Description	QTY	UOM	UCST	LABOR	MATERIAL	TOTAL
ENGINEERING								
		Engineering	1	LS	18,000.00	18,000	0	18,000
		Bill Prep Fee - Track Surface RECOLLECT	1	LS	900.00	0	900	900
		Homeline Freight - Track Surface RECOLLECT	1	LS	900.00	0	900	900
		Foreign Line Freight - Track Surface RECOLLECT	1	LS	1,700.00	0	1,700	1,700
Sub-Total =						18,000	3,500	21,500
TRACK CONSTRUCTION - COMPANY								
		Mobilization: Company	1	DA	11,450.00	11,450	0	11,450
	RDXING	RDXING 136# CON10W 10' LOOSE PAN TIES	72	TF	932.42	36,064	31,071	67,134
	BALAST	BALAST CL1	1	CL	8,367.15	7,024	1,343	8,367
		Generic Sign	4	EA	500.00	1,000	1,000	2,000
	TRACK	136# CWRSS3 20-8" HWD SH MP-14 TP	8	TF	803.94	6,432	0	6,432
	XTIES	XTIES: No Drill 10' Wood Ties	10	EA	142.36	427	997	1,424
Sub-Total =						62,396	34,411	96,806
TRACK REMOVAL - COMPANY								
	RDXING	Remove road crossing - concrete	40	TF	92.50	3,700	0	3,700
	TRACK	Remove Track	40	TF	35.87	1,435	0	1,435
Sub-Total =						5,135	0	5,135
SIGNAL - COMPANY								
Testing		Signal: Install	1	LS	2,000.00	0	2,000	2,000
Sub-Total =						0	2,000	2,000
EQUIPMENT RENTAL								
		Equipment Rental	1	LS	75,000.00	0	75,000	75,000
Sub-Total =						0	75,000	75,000
Total Wgt. in Tons = 500						Totals =	85,531	114,911
							200,441	

Grand Total = **\$200,441**

Please Note: The above figures are estimates only and are subject to fluctuation. In the event of an increase or decrease in the cost or amount of material or labor required, will pay actual construction costs at the current rates effective thereof.

EXHIBIT D
TO
PUBLIC HIGHWAY AT-GRADE CROSSING AGREEMENT

CONTRACTOR'S
RIGHT OF ENTRY AGREEMENT

THIS AGREEMENT is made and entered into as of the _____ day of _____, 20_____, by and between **UNION PACIFIC RAILROAD COMPANY**, a Delaware corporation ("Railroad"); and _____, a _____ corporation ("Contractor").

RECITALS:

Contractor has been hired by _____ to perform work relating to _____

(the "work"), with all or a portion of such work to be performed on property of Railroad in the vicinity of Railroad's Milepost _____ on Railroad's _____ [Subdivision] [Branch] [at or near DOT No. _____] located at or near _____, in _____ County, State of _____, as such location is in the general location shown on the print marked **Exhibit A**, attached hereto and hereby made a part hereof, which work is the subject of a contract dated _____ between Railroad and _____.

Railroad is willing to permit Contractor to perform the work described above at the location described above subject to the terms and conditions contained in this Agreement

AGREEMENT:

NOW, THEREFORE, it is mutually agreed by and between Railroad and Contractor, as follows:

ARTICLE 1 - DEFINITION OF CONTRACTOR.

For purposes of this Agreement, all references in this agreement to Contractor shall include Contractor's contractors, subcontractors, officers, agents and employees, and others acting under its or their authority.

ARTICLE 2 - RIGHT GRANTED; PURPOSE.

Railroad hereby grants to Contractor the right, during the term hereinafter stated and upon and subject to each and all of the terms, provisions and conditions herein contained, to enter upon and have ingress to and egress from the property described in the Recitals for the purpose of performing the work described in the Recitals above. The right herein granted to Contractor is limited to those portions of Railroad's property specifically described herein, or as designated by the Railroad Representative named in Article 4.

ARTICLE 3 - TERMS AND CONDITIONS CONTAINED IN EXHIBITS B, C AND D.

The terms and conditions contained in **Exhibit B**, **Exhibit C** and **Exhibit D**, attached hereto, are hereby made a part of this Agreement.

ARTICLE 4 - ALL EXPENSES TO BE BORNE BY CONTRACTOR; RAILROAD REPRESENTATIVE.

A. Contractor shall bear any and all costs and expenses associated with any work performed by Contractor, or any costs or expenses incurred by Railroad relating to this Agreement.

B. Contractor shall coordinate all of its work with the following Railroad representative or his or her duly authorized representative (the "Railroad Representative"):

C. Contractor, at its own expense, shall adequately police and supervise all work to be performed by Contractor and shall ensure that such work is performed in a safe manner as set forth in Section 7 of **Exhibit B**. The responsibility of Contractor for safe conduct and adequate policing and supervision of Contractor's work shall not be lessened or otherwise affected by Railroad's approval of plans and specifications involving the work, or by Railroad's collaboration in performance of any work, or by the presence at the work site of a Railroad Representative, or by compliance by Contractor with any requests or recommendations made by Railroad Representative.

ARTICLE 5 - SCHEDULE OF WORK ON A MONTHLY BASIS.

The Contractor, at its expense, shall provide on a monthly basis a detailed schedule of work to the Railroad Representative named in Article 4B above. The reports shall start at the execution of this Agreement and continue until this Agreement is terminated as provided in this Agreement or until the Contractor has completed all work on Railroad's property.

ARTICLE 6 - TERM; TERMINATION.

A. The grant of right herein made to Contractor shall commence on the date of this Agreement, and continue until _____, unless sooner terminated as herein provided, or at such time as Contractor has completed its work on Railroad's property, whichever is earlier. Contractor agrees to notify the Railroad Representative in writing when it has completed its work on Railroad's property.

B. This Agreement may be terminated by either party on ten (10) days written notice to the other party.

ARTICLE 7 - CERTIFICATE OF INSURANCE.

A. Before commencing any work, Contractor will provide Railroad with the (i) insurance binders, policies, certificates and endorsements set forth in **Exhibit C** of this Agreement, and (ii) the insurance endorsements obtained by each subcontractor as required under Section 12 of **Exhibit B** of this Agreement.

B. All insurance correspondence, binders, policies, certificates and endorsements shall be sent to:

Union Pacific Railroad Company

[Insert mailing address]

Attn: _____
Project No. _____

ARTICLE 8 - DISMISSAL OF CONTRACTOR's EMPLOYEE.

At the request of Railroad, Contractor shall remove from Railroad's property any employee of Contractor who fails to conform to the instructions of the Railroad Representative in connection with the work on Railroad's property, and any right of Contractor shall be suspended until such removal has occurred. Contractor shall indemnify Railroad against any claims arising from the removal of any such employee from Railroad's property.

ARTICLE 9- ADMINISTRATIVE FEE.

Upon the execution and delivery of this Agreement, Contractor shall pay to Railroad One Thousand Twenty Five Dollars (\$1,025) as reimbursement for clerical, administrative and handling expenses in connection with the processing of this Agreement.

ARTICLE 10 - CROSSINGS; COMPLIANCE WITH MUTCD AND FRA GUIDELINES.

A. No additional vehicular crossings (including temporary haul roads) or pedestrian crossings over Railroad's trackage shall be installed or used by Contractor without the prior written permission of Railroad.

B. Any permanent or temporary changes, including temporary traffic control, to crossings must conform to the Manual of Uniform Traffic Control Devices (MUTCD) and any applicable Federal Railroad Administration rules, regulations and guidelines, and must be reviewed by the Railroad prior to any changes being implemented. In the event the Railroad is found to be out of compliance with federal safety regulations due to the Contractor's modifications, negligence, or any other reason arising from the Contractor's presence on the Railroad's property, the Contractor agrees to assume liability for any civil penalties imposed upon the Railroad for such noncompliance.

ARTICLE 11.- EXPLOSIVES.

Explosives or other highly flammable substances shall not be stored or used on Railroad's property without the prior written approval of Railroad.

IN WITNESS WHEREOF, the parties hereto have duly executed this agreement in duplicate as of the date first herein written.

UNION PACIFIC RAILROAD COMPANY

By: _____
Title: _____

(Name of Contractor)

By: _____
Title: _____

EXHIBIT A

Exhibit A will be a print showing the general location of the work site.

EXHIBIT B
TO
CONTRACTOR'S RIGHT OF ENTRY AGREEMENT

Section 1. NOTICE OF COMMENCEMENT OF WORK - FLAGGING.

A. Contractor agrees to notify the Railroad Representative at least ten (10) working days in advance of Contractor commencing its work and at least thirty (30) working days in advance of proposed performance of any work by Contractor in which any person or equipment will be within twenty-five (25) feet of any track, or will be near enough to any track that any equipment extension (such as, but not limited to, a crane boom) will reach to within twenty-five (25) feet of any track. No work of any kind shall be performed, and no person, equipment, machinery, tool(s), material(s), vehicle(s), or thing(s) shall be located, operated, placed, or stored within twenty-five (25) feet of any of Railroad's track(s) at any time, for any reason, unless and until a Railroad flagman is provided to watch for trains. Upon receipt of such thirty (30)-day notice, the Railroad Representative will determine and inform Contractor whether a flagman need be present and whether Contractor needs to implement any special protective or safety measures. If flagging or other special protective or safety measures are performed by Railroad, Railroad will bill Contractor for such expenses incurred by Railroad, unless Railroad and a federal, state or local governmental entity have agreed that Railroad is to bill such expenses to the federal, state or local governmental entity. If Railroad will be sending the bills to Contractor, Contractor shall pay such bills within thirty (30) days of Contractor's receipt of billing. If Railroad performs any flagging, or other special protective or safety measures are performed by Railroad, Contractor agrees that Contractor is not relieved of any of its responsibilities or liabilities set forth in this Agreement.

B. The rate of pay per hour for each flagman will be the prevailing hourly rate in effect for an eight-hour day for the class of flagmen used during regularly assigned hours and overtime in accordance with Labor Agreements and Schedules in effect at the time the work is performed. In addition to the cost of such labor, a composite charge for vacation, holiday, health and welfare, supplemental sickness, Railroad Retirement and unemployment compensation, supplemental pension, Employees Liability and Property Damage and Administration will be included, computed on actual payroll. The composite charge will be the prevailing composite charge in effect at the time the work is performed. One and one-half times the current hourly rate is paid for overtime, Saturdays and Sundays, and two and one-half times current hourly rate for holidays. Wage rates are subject to change, at any time, by law or by agreement between Railroad and its employees, and may be retroactive as a result of negotiations or a ruling of an authorized governmental agency. Additional charges on labor are also subject to change. If the wage rate or additional charges are changed, Contractor (or the governmental entity, as applicable) shall pay on the basis of the new rates and charges.

C. Reimbursement to Railroad will be required covering the full eight-hour day during which any flagman is furnished, unless the flagman can be assigned to other Railroad work during a portion of such day, in which event reimbursement will not be required for the portion of the day during which the flagman is engaged in other Railroad work. Reimbursement will also be required for any day not actually worked by the flagman following the flagman's assignment to work on the project for which Railroad is required to pay the flagman and which could not reasonably be avoided by Railroad by assignment of such flagman to other work, even though Contractor may not be working during such time. When it becomes necessary for Railroad to bulletin and assign an employee to a flagging position in compliance with union collective bargaining agreements, Contractor must provide Railroad a minimum of five (5) days notice prior to the cessation of the need for a flagman. If five (5) days notice of cessation is not given, Contractor will still be required to pay flagging charges for the five (5) day notice period required by union agreement to be given to the employee, even though flagging is not required for that period. An additional thirty (30) days notice must then be given to Railroad if flagging services are needed again after such five day cessation notice has been given to Railroad.

Section 2. LIMITATION AND SUBORDINATION OF RIGHTS GRANTED

A. The foregoing grant of right is subject and subordinate to the prior and continuing right and obligation of the Railroad to use and maintain its entire property including the right and power of Railroad to construct, maintain, repair, renew, use, operate, change, modify or relocate railroad tracks, roadways, signal, communication, fiber optics, or other wirelines, pipelines and other facilities upon, along or across any or all parts of its property, all or any of which may be freely done at any time or times by Railroad without liability to Contractor or to any other party for compensation or damages.

B. The foregoing grant is also subject to all outstanding superior rights (whether recorded or unrecorded and including those in favor of licensees and lessees of Railroad's property, and others) and the right of Railroad to renew and extend the same, and is made without covenant of title or for quiet enjoyment.

Section 3. NO INTERFERENCE WITH OPERATIONS OF RAILROAD AND ITS TENANTS.

A. Contractor shall conduct its operations so as not to interfere with the continuous and uninterrupted use and operation of the railroad tracks and property of Railroad, including without limitation, the operations of Railroad's lessees, licensees or others, unless specifically authorized in advance by the Railroad Representative. Nothing shall be done or permitted to be done by Contractor at any time that would in any manner impair the safety of such operations. When not in use, Contractor's machinery and materials shall be kept at least fifty (50) feet from the centerline of Railroad's nearest track, and there shall be no vehicular crossings of Railroads tracks except at existing open public crossings.

B. Operations of Railroad and work performed by Railroad personnel and delays in the work to be performed by Contractor caused by such railroad operations and work are expected by Contractor, and Contractor agrees that Railroad shall have no liability to Contractor, or any other person or entity for any such delays. The Contractor shall coordinate its activities with those of Railroad and third parties so as to avoid interference with railroad operations. The safe operation of Railroad train movements and other activities by Railroad takes precedence over any work to be performed by Contractor.

Section 4. LIENS.

Contractor shall pay in full all persons who perform labor or provide materials for the work to be performed by Contractor. Contractor shall not create, permit or suffer any mechanic's or materialmen's liens of any kind or nature to be created or enforced against any property of Railroad for any such work performed. Contractor shall indemnify and hold harmless Railroad from and against any and all liens, claims, demands, costs or expenses of whatsoever nature in any way connected with or growing out of such work done, labor performed, or materials furnished. If Contractor fails to promptly cause any lien to be released of record, Railroad may, at its election, discharge the lien or claim of lien at Contractor's expense.

Section 5. PROTECTION OF FIBER OPTIC CABLE SYSTEMS.

A. Fiber optic cable systems may be buried on Railroad's property. Protection of the fiber optic cable systems is of extreme importance since any break could disrupt service to users resulting in business interruption and loss of revenue and profits. Contractor shall telephone Railroad during normal business hours (7:00 a.m. to 9:00 p.m. Central Time, Monday through Friday, except holidays) at 1-800-336-9193 (also a 24-hour, 7-day number for emergency calls) to determine if fiber optic cable is buried anywhere on Railroad's property to be used by Contractor. If it is, Contractor will telephone the telecommunications company(ies) involved, make arrangements for a cable locator and, if applicable, for relocation or other protection of the fiber optic cable. Contractor shall not commence any work until all such protection or relocation (if applicable) has been accomplished.

B. In addition to other indemnity provisions in this Agreement, Contractor shall indemnify, defend and hold Railroad harmless from and against all costs, liability and expense whatsoever (including, without limitation, attorneys' fees, court costs and expenses) arising out of any act or omission of Contractor, its agents and/or employees, that causes or contributes to (1) any damage to or destruction of any telecommunications system on Railroad's property, and/or (2) any injury to or death of any person employed by or on behalf of any telecommunications company, and/or its contractor, agents and/or employees, on Railroad's property. Contractor shall not have or seek recourse against Railroad for any claim or cause of action for alleged loss of profits or revenue or loss of service or other consequential damage to a telecommunication company using Railroad's property or a customer or user of services of the fiber optic cable on Railroad's property.

Section 6. PERMITS - COMPLIANCE WITH LAWS.

In the prosecution of the work covered by this Agreement, Contractor shall secure any and all necessary permits and shall comply with all applicable federal, state and local laws, regulations and enactments affecting the work including, without limitation, all applicable Federal Railroad Administration regulations.

Section 7. SAFETY.

A. Safety of personnel, property, rail operations and the public is of paramount importance in the prosecution of the work performed by Contractor. Contractor shall be responsible for initiating, maintaining and supervising all safety, operations and programs in connection with the work. Contractor shall at a minimum comply with Railroad's safety standards listed in **Exhibit D**, hereto attached, to ensure uniformity with the safety standards followed by Railroad's own forces. As a part of Contractor's safety responsibilities, Contractor shall notify Railroad if Contractor determines that any of Railroad's safety standards are contrary to good safety practices. Contractor shall furnish copies of **Exhibit D** to each of its employees before they enter the job site.

B. Without limitation of the provisions of paragraph A above, Contractor shall keep the job site free from safety and health hazards and ensure that its employees are competent and adequately trained in all safety and health aspects of the job.

C. Contractor shall have proper first aid supplies available on the job site so that prompt first aid services may be provided to any person injured on the job site. Contractor shall promptly notify Railroad of any U.S. Occupational Safety and Health Administration reportable injuries. Contractor shall have a nondelegable duty to control its employees while they are on the job site or any other property of Railroad, and to be certain they do not use, be under the influence of, or have in their possession any alcoholic beverage, drug or other substance that may inhibit the safe performance of any work.

D. If and when requested by Railroad, Contractor shall deliver to Railroad a copy of Contractor's

safety plan for conducting the work (the "Safety Plan"). Railroad shall have the right, but not the obligation, to require Contractor to correct any deficiencies in the Safety Plan. The terms of this Agreement shall control if there are any inconsistencies between this Agreement and the Safety Plan.

Section 8. INDEMNITY.

A. To the extent not prohibited by applicable statute, Contractor shall indemnify, defend and hold harmless Railroad, its affiliates, and its and their officers, agents and employees (individually an "Indemnified Party" or collectively "Indemnified Parties") from and against any and all loss, damage, injury, liability, claim, demand, cost or expense (including, without limitation, attorney's, consultant's and expert's fees, and court costs), fine or penalty (collectively, "Loss") incurred by any person (including, without limitation, any Indemnified Party, Contractor, or any employee of Contractor or of any Indemnified Party) arising out of or in any manner connected with (i) any work performed by Contractor, or (ii) any act or omission of Contractor, its officers, agents or employees, or (iii) any breach of this Agreement by Contractor.

B. The right to indemnity under this Section 8 shall accrue upon occurrence of the event giving rise to the Loss, and shall apply regardless of any negligence or strict liability of any Indemnified Party, except where the Loss is caused by the sole active negligence of an Indemnified Party as established by the final judgment of a court of competent jurisdiction. The sole active negligence of any Indemnified Party shall not bar the recovery of any other Indemnified Party.

C. Contractor expressly and specifically assumes potential liability under this Section 8 for claims or actions brought by Contractor's own employees. Contractor waives any immunity it may have under worker's compensation or industrial insurance acts to indemnify the Indemnified Parties under this Section 8. Contractor acknowledges that this waiver was mutually negotiated by the parties hereto.

D. No court or jury findings in any employee's suit pursuant to any worker's compensation act or the Federal Employers' Liability Act against a party to this Agreement may be relied upon or used by Contractor in any attempt to assert liability against any Indemnified Party.

E. The provisions of this Section 8 shall survive the completion of any work performed by Contractor or the termination or expiration of this Agreement. In no event shall this Section 8 or any other provision of this Agreement be deemed to limit any liability Contractor may have to any Indemnified Party by statute or under common law.

Section 9. RESTORATION OF PROPERTY.

In the event Railroad authorizes Contractor to take down any fence of Railroad or in any manner move or disturb any of the other property of Railroad in connection with the work to be performed by Contractor, then in that event Contractor shall, as soon as possible and at Contractor's sole expense, restore such fence and other property to the same condition as the same were in before such fence was taken down or such other property was moved or disturbed. Contractor shall remove all of Contractor's tools, equipment, rubbish and other materials from Railroad's property promptly upon completion of the work, restoring Railroad's property to the same state and condition as when Contractor entered thereon.

Section 10. WAIVER OF DEFAULT.

Waiver by Railroad of any breach or default of any condition, covenant or agreement herein contained to be kept, observed and performed by Contractor shall in no way impair the right of Railroad to avail itself of any remedy for any subsequent breach or default.

Section 11. MODIFICATION - ENTIRE AGREEMENT.

No modification of this Agreement shall be effective unless made in writing and signed by Contractor and Railroad. This Agreement and the exhibits attached hereto and made a part hereof constitute the entire understanding between Contractor and Railroad and cancel and supersede any prior negotiations, understandings or agreements, whether written or oral, with respect to the work to be performed by Contractor.

Section 12. ASSIGNMENT - SUBCONTRACTING.

Contractor shall not assign or subcontract this Agreement, or any interest therein, without the written consent of the Railroad. Contractor shall be responsible for the acts and omissions of all subcontractors. Before Contractor commences any work, the Contractor shall, except to the extent prohibited by law; (1) require each of its subcontractors to include the Contractor as "Additional Insured" in the subcontractor's Commercial General Liability policy and Business Automobile policies with respect to all liabilities arising out of the subcontractor's performance of work on behalf of the Contractor by endorsing these policies with ISO Additional Insured Endorsements CG 20 26, and CA 20 48 (or substitute forms providing equivalent coverage; (2) require each of its subcontractors to endorse their Commercial General Liability Policy with "Contractual Liability Railroads" ISO Form CG 24 17 10 01 (or a substitute form providing equivalent coverage) for the job site; and (3) require each of its subcontractors to endorse their Business Automobile Policy with "Coverage For Certain Operations In Connection With Railroads" ISO Form CA 20 70 10 01 (or a substitute form providing equivalent coverage) for the job site.

EXHIBIT C
TO
CONTRACTOR'S
RIGHT OF ENTRY AGREEMENT

Union Pacific Railroad Company
Insurance Provisions For
Contractor's Right of Entry Agreement

Contractor shall, at its sole cost and expense, procure and maintain during the course of the Project and until all Project work on Railroad's property has been completed and the Contractor has removed all equipment and materials from Railroad's property and has cleaned and restored Railroad's property to Railroad's satisfaction, the following insurance coverage:

- A. Commercial General Liability insurance.** Commercial general liability (CGL) with a limit of not less than \$5,000,000 each occurrence and an aggregate limit of not less than \$10,000,000. CGL insurance must be written on ISO occurrence form CG 00 01 12 04 (or a substitute form providing equivalent coverage).

The policy must also contain the following endorsement, which must be stated on the certificate of insurance:

- Contractual Liability Railroads ISO form CG 24 17 10 01 (or a substitute form providing equivalent coverage) showing "Union Pacific Railroad Company Property" as the Designated Job Site.
- Designated Construction Project(s) General Aggregate Limit ISO Form CG 25 03 03 97 (or a substitute form providing equivalent coverage) showing the project on the form schedule.

- B. Business Automobile Coverage insurance.** Business auto coverage written on ISO form CA 00 01 10 01 (or a substitute form providing equivalent liability coverage) with a combined single limit of not less \$5,000,000 for each accident and coverage must include liability arising out of any auto (including owned, hired and non-owned autos).

The policy must contain the following endorsements, which must be stated on the certificate of insurance:

- Coverage For Certain Operations In Connection With Railroads ISO form CA 20 70 10 01 (or a substitute form providing equivalent coverage) showing "Union Pacific Property" as the Designated Job Site.
- Motor Carrier Act Endorsement - Hazardous materials clean up (MCS-90) if required by law.

- C. Workers' Compensation and Employers' Liability insurance.** Coverage must include but not be limited to:

- Contractor's statutory liability under the workers' compensation laws of the state where the work is being performed.
- Employers' Liability (Part B) with limits of at least \$500,000 each accident, \$500,000

disease policy limit \$500,000 each employee.

If Contractor is self-insured, evidence of state approval and excess workers compensation coverage must be provided. Coverage must include liability arising out of the U. S. Longshoremen's and Harbor Workers' Act, the Jones Act, and the Outer Continental Shelf Land Act, if applicable.

The policy must contain the following endorsement, which must be stated on the certificate of insurance:

- Alternate Employer endorsement ISO form WC 00 03 01 A (or a substitute form providing equivalent coverage) showing Railroad in the schedule as the alternate employer (or a substitute form providing equivalent coverage).

D. Railroad Protective Liability insurance. Contractor must maintain "Railroad Protective Liability" (RPL) insurance written on ISO occurrence form CG 00 35 12 04 (or a substitute form providing equivalent coverage) on behalf of Railroad as named insured, with a limit of not less than \$2,000,000 per occurrence and an aggregate of \$6,000,000. The definition of "JOB LOCATION" and "WORK" on the declaration page of the policy shall refer to this Agreement and shall describe all WORK or OPERATIONS performed under this agreement. Contractor shall provide this Agreement to Contractor's insurance agent(s) and/or broker(s) and Contractor shall instruct such agent(s) and/or broker(s) to procure the insurance coverage required by this Agreement. A BINDER STATING THE POLICY IS IN PLACE MUST BE SUBMITTED TO RAILROAD BEFORE THE WORK MAY COMMENCE AND UNTIL THE ORIGINAL POLICY IS FORWARDED TO UNION PACIFIC RAILROAD.

E. Umbrella or Excess insurance. If Contractor utilizes umbrella or excess policies, these policies must "follow form" and afford no less coverage than the primary policy.

F. Pollution Liability insurance. Pollution liability coverage must be included when the scope of the work as defined in the Agreement includes installation, temporary storage, or disposal of any "hazardous" material that is injurious in or upon land, the atmosphere, or any watercourses; or may cause bodily injury at any time.

If required, coverage may be provided in separate policy form or by endorsement to Contractors CGL or RPL. Any form coverage must be equivalent to that provided in ISO form CG 24 15 "Limited Pollution Liability Extension Endorsement" or CG 28 31 "Pollution Exclusion Amendment" with limits of at least \$5,000,000 per occurrence and an aggregate limit of \$10,000,000.

If the scope of work as defined in this Agreement includes the disposal of any hazardous or non-hazardous materials from the job site, Contractor must furnish to Railroad evidence of pollution legal liability insurance maintained by the disposal site operator for losses arising from the insured facility accepting the materials, with coverage in minimum amounts of \$1,000,000 per loss, and an annual aggregate of \$2,000,000.

Other Requirements

- G.** All policy(ies) required above (except worker's compensation and employers liability) must include Railroad as "Additional Insured" using ISO Additional Insured Endorsements CG 20 26, and CA 20 48 (or substitute forms providing equivalent coverage). The coverage provided to Railroad as additional insured shall, to the extent provided under ISO Additional Insured Endorsement CG 20 26, and CA 20 48 provide coverage for Railroad's negligence whether sole or partial, active or passive, and shall not be limited by Contractor's liability under the indemnity provisions of this Agreement.
- H.** Punitive damages exclusion, if any, must be deleted (and the deletion indicated on the certificate of insurance), unless the law governing this Agreement prohibits all punitive damages that might arise under this Agreement.
- I.** Contractor waives all rights of recovery, and its insurers also waive all rights of subrogation of damages against Railroad and its agents, officers, directors and employees. This waiver must be stated on the certificate of insurance.
- J.** Prior to commencing the work, Contractor shall furnish Railroad with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements in this Agreement.
- K.** All insurance policies must be written by a reputable insurance company acceptable to Railroad or with a current Best's Insurance Guide Rating of A- and Class VII or better, and authorized to do business in the state where the work is being performed.
- L.** The fact that insurance is obtained by Contractor or by Railroad on behalf of Contractor will not be deemed to release or diminish the liability of Contractor, including, without limitation, liability under the indemnity provisions of this Agreement. Damages recoverable by Railroad from Contractor or any third party will not be limited by the amount of the required insurance coverage.

EXHIBIT D
TO
CONTRACTOR'S RIGHT OF ENTRY AGREEMENT

MINIMUM SAFETY REQUIREMENTS

The term "employees" as used herein refer to all employees of Contractor as well as all employees of any subcontractor or agent of Contractor.

I. Clothing

- A. All employees of Contractor will be suitably dressed to perform their duties safely and in a manner that will not interfere with their vision, hearing, or free use of their hands or feet.

Specifically, Contractor's employees must wear:

- (i) Waist-length shirts with sleeves.
- (ii) Trousers that cover the entire leg. If flare-legged trousers are worn, the trouser bottoms must be tied to prevent catching.
- (iii) Footwear that covers their ankles and has a defined heel. Employees working on bridges are required to wear safety-toed footwear that conforms to the American National Standards Institute (ANSI) and FRA footwear requirements.

- B. Employees shall not wear boots (other than work boots), sandals, canvas-type shoes, or other shoes that have thin soles or heels that are higher than normal.

- C. Employees must not wear loose or ragged clothing, neckties, finger rings, or other loose jewelry while operating or working on machinery.

II. Personal Protective Equipment

Contractor shall require its employees to wear personal protective equipment as specified by Railroad rules, regulations, or recommended or requested by the Railroad Representative.

- (i) Hard hat that meets the American National Standard (ANSI) Z89.1 – latest revision. Hard hats should be affixed with Contractor's company logo or name.
- (ii) Eye protection that meets American National Standard (ANSI) for occupational and educational eye and face protection, Z87.1 – latest revision. Additional eye protection must be provided to meet specific job situations such as welding, grinding, etc.
- (iii) Hearing protection, which affords enough attenuation to give protection from noise levels that will be occurring on the job site. Hearing protection, in the form of plugs or muffs, must be worn when employees are within:

- 100 feet of a locomotive or roadway/work equipment

- 15 feet of power operated tools
 - 150 feet of jet blowers or pile drivers
 - 150 feet of retarders in use (when within 10 feet, employees must wear dual ear protection – plugs and muffs)
 -
- (iv) Other types of personal protective equipment, such as respirators, fall protection equipment, and face shields, must be worn as recommended or requested by the Railroad Representative.

III. On Track Safety

Contractor is responsible for compliance with the Federal Railroad Administration's Roadway Worker Protection regulations – 49CFR214, Subpart C and Railroad's On-Track Safety rules. Under 49CFR214, Subpart C, railroad contractors are responsible for the training of their employees on such regulations. In addition to the instructions contained in Roadway Worker Protection regulations, all employees must:

- (i) Maintain a distance of twenty-five (25) feet to any track unless the Railroad Representative is present to authorize movements.
- (ii) Wear an orange, reflectorized workwear approved by the Railroad Representative.
- (iii) Participate in a job briefing that will specify the type of On-Track Safety for the type of work being performed. Contractor must take special note of limits of track authority, which tracks may or may not be fouled, and clearing the track. Contractor will also receive special instructions relating to the work zone around machines and minimum distances between machines while working or traveling.

IV. Equipment

- A. It is the responsibility of Contractor to ensure that all equipment is in a safe condition to operate. If, in the opinion of the Railroad Representative, any of Contractor's equipment is unsafe for use, Contractor shall remove such equipment from Railroad's property. In addition, Contractor must ensure that the operators of all equipment are properly trained and competent in the safe operation of the equipment. In addition, operators must be:
- Familiar and comply with Railroad's rules on lockout/tagout of equipment.
 - Trained in and comply with the applicable operating rules if operating any hy-rail equipment on-track.
 - Trained in and comply with the applicable air brake rules if operating any equipment that moves rail cars or any other railbound equipment.
- B. All self-propelled equipment must be equipped with a first-aid kit, fire extinguisher, and audible back-up warning device.
- C. Unless otherwise authorized by the Railroad Representative, all equipment must be parked a minimum of twenty-five (25) feet from any track. Before leaving any equipment unattended, the operator must stop the engine and properly secure the equipment against

movement.

- D. Cranes must be equipped with three orange cones that will be used to mark the working area of the crane and the minimum clearances to overhead powerlines.

V. General Safety Requirements

- A. Contractor shall ensure that all waste is properly disposed of in accordance with applicable federal and state regulations.
- B. Contractor shall ensure that all employees participate in and comply with a job briefing conducted by the Railroad Representative, if applicable. During this briefing, the Railroad Representative will specify safe work procedures, (including On-Track Safety) and the potential hazards of the job. If any employee has any questions or concerns about the work, the employee must voice them during the job briefing. Additional job briefings will be conducted during the work as conditions, work procedures, or personnel change.
- C. All track work performed by Contractor meets the minimum safety requirements established by the Federal Railroad Administration's Track Safety Standards 49CFR213.
- D. All employees comply with the following safety procedures when working around any railroad track:
 - (i) Always be on the alert for moving equipment. Employees must always expect movement on any track, at any time, in either direction.
 - (ii) Do not step or walk on the top of the rail, frog, switches, guard rails, or other track components.
 - (iii) In passing around the ends of standing cars, engines, roadway machines or work equipment, leave at least 20 feet between yourself and the end of the equipment. Do not go between pieces of equipment if the opening is less than one car length (50 feet).
 - (iv) Avoid walking or standing on a track unless so authorized by the employee in charge.
 - (v) Before stepping over or crossing tracks, look in both directions first.
 - (vi) Do not sit on, lie under, or cross between cars except as required in the performance of your duties and only when track and equipment have been protected against movement.
- E. All employees must comply with all federal and state regulations concerning workplace safety.

UP Real Estate Project No.: 0784054

PUBLIC HIGHWAY AT-GRADE CROSSING AGREEMENT

West 2000 South
254901A
710.01 – Provo Subdivision
Lindon, Utah County, Utah

THIS AGREEMENT ("Agreement") is made and entered into as of the ____ day of _____, 20____ ("Effective Date"), by and between **UNION PACIFIC RAILROAD COMPANY**, a Delaware corporation, to be addressed at Real Estate Department, 1400 Douglas Street, Mail Stop 1690, Omaha, Nebraska 68179 ("Railroad") and **CITY OF LINDON**, a municipal corporation or political subdivision of the State of Utah to be addressed at 946 West Center Street, Lindon, Utah 84042 ("Political Body").

RECITALS:

Presently, the Political Body utilizes the Railroad's property for the existing at grade public road crossing over West 2000 South, DOT Number 254901A at Railroad's Milepost 710.01 on Railroad's Provo Subdivision at or near Lindon, Utah County, Utah.

The Political Body now desires to undertake as its project (the "Project") the reconstruction and widening of the existing at grade public road crossing for the addition of a sidewalk. The road crossing, as reconstructed and widened is hereinafter the "Roadway."

The Railroad right of way being utilized for the existing at grade public road crossing is not sufficient to allow for the reconstruction and widening of the Roadway. Therefore, under this Agreement, the Railroad will be granting additional rights to the Political Body to facilitate the reconstruction and widening of the Roadway. The portion of Railroad's property that Political Body needs to use in connection with the Roadway (including the right of way being utilized for the existing at grade crossing) is shown on the Railroad's location print marked **Exhibit A**, attached hereto and hereby made a part hereof (the "Crossing Area").

The Railroad and the Political Body are entering into this Agreement to cover the above.

AGREEMENT:

NOW, THEREFORE, it is mutually agreed by and between the parties hereto as follows:

Section 1. EXHIBIT B

The general terms and conditions marked **Exhibit B**, are attached hereto and hereby made a part hereof.

Section 2. RAILROAD GRANTS RIGHT

For and in consideration of the sum of **TWENTY EIGHT THOUSAND DOLLARS (\$28,000.00)** to be paid by the Political Body to the Railroad upon the execution and delivery of this Agreement and in further consideration of the Political Body's agreement to perform and comply with the terms of this Agreement, the Railroad hereby grants to the Political Body the right to construct, maintain and repair the Roadway over and across the Crossing Area.

Section 3. DEFINITION OF CONTRACTOR

For purposes of this Agreement the term "Contractor" shall mean the contractor or contractors hired by the Political Body to perform any Project work on any portion of the Railroad's property and shall also include the Contractor's subcontractors and the Contractor's and subcontractor's respective employees, officers and agents, and others acting under its or their authority.

Section 4. CONTRACTOR'S RIGHT OF ENTRY AGREEMENT - INSURANCE

A. Prior to Contractor performing any work within the Crossing Area and any subsequent maintenance and repair work, the Political Body shall require the Contractor to:

- execute the Railroad's then current Contractor's Right of Entry Agreement
- obtain the then current insurance required in the Contractor's Right of Entry Agreement; and
- provide such insurance policies, certificates, binders and/or endorsements to the Railroad.

B. The Railroad's current Contractor's Right of Entry Agreement is marked **Exhibit D**, attached hereto and hereby made a part hereof. The Political Body confirms that it will inform its Contractor that it is required to execute such form of agreement and obtain the required insurance before commencing any work on any Railroad property. Under no circumstances will the Contractor be allowed on the Railroad's property without first executing the Railroad's Contractor's Right of Entry Agreement and obtaining the

insurance set forth therein and also providing to the Railroad the insurance policies, binders, certificates and/or endorsements described therein.

C. All insurance correspondence, binders, policies, certificates and/or endorsements shall be sent to:

Manager - Contracts
 Union Pacific Railroad Company
 Real Estate Department
 1400 Douglas Street, Mail Stop 1690
 Omaha, NE 68179-1690
 UP Project No. 0784054

D. If the Political Body's own employees will be performing any of the Project work, the Political Body may self-insure all or a portion of the insurance coverage subject to the Railroad's prior review and approval.

Section 5. FEDERAL AID POLICY GUIDE

If the Political Body will be receiving any federal funding for the Project, the current rules, regulations and provisions of the Federal Aid Policy Guide as contained in 23 CFR 140, Subpart I and 23 CFR 646, Subparts A and B are incorporated into this Agreement by reference.

Section 6. NO PROJECT EXPENSES TO BE BORNE BY RAILROAD

The Political Body agrees that no Project costs and expenses are to be borne by the Railroad. In addition, the Railroad is not required to contribute any funding for the Project.

Section 7. WORK TO BE PERFORMED BY RAILROAD; BILLING SENT TO POLITICAL BODY; POLITICAL BODY'S PAYMENT OF BILLS

A. The work to be performed by the Railroad, at the Political Body's sole cost and expense, is described in the Railroad's Material and Force Account Estimate dated August 1, 2023, marked **Exhibit C**, attached hereto and hereby made a part hereof (the "Estimate"). As set forth in the Estimate, the Railroad's estimated cost for the Railroad's work associated with the Project is Two Hundred Fourteen Thousand Five Hundred Eighty Four Dollars (\$214,584.00).

B. The Railroad, if it so elects, may recalculate and update the Estimate submitted to the Political Body in the event the Political Body does not commence construction on the portion of the Project located on the Railroad's property within six (6) months from the date of the Estimate.

C. The Political Body acknowledges that the Estimate may not include any estimate of flagging or other protective service costs that are to be paid by the Political Body or the Contractor in connection with flagging or other protective services provided by the Railroad in connection with the Project. All of such costs incurred by the Railroad are to be paid by the Political Body or the Contractor as determined by the Railroad and the Political Body. If it is determined that the Railroad will be billing the Contractor directly for such costs, the Political Body agrees that it will pay the Railroad for any flagging costs that have not been paid by any Contractor within thirty (30) days of the Contractor's receipt of billing.

D. The Railroad shall send progressive billing to the Political Body during the Project and final billing to the Political Body within one hundred eighty (180) days after receiving written notice from the Political Body that all Project work affecting the Railroad's property has been completed.

E. The Political Body agrees to reimburse the Railroad within thirty (30) days of its receipt of billing from the Railroad for one hundred percent (100%) of all actual costs incurred by the Railroad in connection with the Project including, but not limited to, all actual costs of engineering review (including preliminary engineering review costs incurred by Railroad prior to the Effective Date of this Agreement), construction, inspection, flagging (unless flagging costs are to be billed directly to the Contractor), procurement of materials, equipment rental, manpower and deliveries to the job site and all direct and indirect overhead labor/construction costs including Railroad's standard additive rates.

Section 8. PLANS

A. The Political Body, at its expense, shall prepare, or cause to be prepared by others, the detailed plans and specifications for the Project and the Structure and submit such plans and specifications to the Railroad's Assistant Vice President Engineering-Design, or his authorized representative, for prior review and approval. The plans and specifications shall include all Roadway layout specifications, cross sections and elevations, associated drainage, and other appurtenances.

B. The final one hundred percent (100%) completed plans that are approved in writing by the Railroad's Assistant Vice President Engineering-Design, or his authorized representative, are hereinafter referred to as the "Plans". The Plans are hereby made a part of this Agreement by reference.

C. No changes in the Plans shall be made unless the Railroad has consented to such changes in writing.

D. The Railroad's review and approval of the Plans will in no way relieve the Political Body or the Contractor from their responsibilities, obligations and/or liabilities under this Agreement, and will be given with the understanding that the Railroad makes no representations or warranty as to the validity, accuracy, legal compliance or

completeness of the Plans and that any reliance by the Political Body or Contractor on the Plans is at the risk of the Political Body and Contractor.

Section 9. NON-RAILROAD IMPROVEMENTS

A. Submittal of plans and specifications for protecting, encasing, reinforcing, relocation, replacing, removing and abandoning in place all non-railroad owned facilities (the "Non Railroad Facilities") affected by the Project including, without limitation, utilities, fiber optics, pipelines, wirelines, communication lines and fences is required under Section 8. The Non Railroad Facilities plans and specifications shall comply with Railroad's standard specifications and requirements, including, without limitation, American Railway Engineering and Maintenance-of-Way Association ("AREMA") standards and guidelines. Railroad has no obligation to supply additional land for any Non Railroad Facilities and does not waive its right to assert preemption defenses, challenge the right-to-take, or pursue compensation in any condemnation action, regardless if the submitted Non Railroad Facilities plans and specifications comply with Railroad's standard specifications and requirements. Railroad has no obligation to permit any Non Railroad Facilities to be abandoned in place or relocated on Railroad's property.

B. Upon Railroad's approval of submitted Non Railroad Facilities plans and specifications, Railroad will attempt to incorporate them into new agreements or supplements of existing agreements with Non Railroad Facilities owners or operators. Railroad may use its standard terms and conditions, including, without limitation, its standard license fee and administrative charges when requiring supplements or new agreements for Non Railroad Facilities. Non Railroad Facilities work shall not commence before a supplement or new agreement has been fully executed by Railroad and the Non Railroad Facilities owner or operator, or before Railroad and Political Body mutually agree in writing to (i) deem the approved Non Railroad Facilities plans and specifications to be Plans pursuant to Section 8B, (ii) deem the Non Railroad Facilities part of the Structure, and (iii) supplement this Agreement with terms and conditions covering the Non Railroad Facilities.

Section 10. EFFECTIVE DATE; TERM; TERMINATION

A. This Agreement is effective as of the Effective Date first herein written and shall continue in full force and effect for as long as the Roadway remains on the Railroad's property.

B. The Railroad, if it so elects, may terminate this Agreement effective upon delivery of written notice to the Political Body in the event the Political Body does not commence construction on the portion of the Project located on the Railroad's property within twelve (12) months from the Effective Date.

C. If the Agreement is terminated as provided above, or for any other reason, the Political Body shall pay to the Railroad all actual costs incurred by the Railroad in connection with the Project up to the date of termination, including, without limitation, all

actual costs incurred by the Railroad in connection with reviewing any preliminary or final Project Plans.

**Section 11. CONDITIONS TO BE MET BEFORE
POLITICAL BODY CAN COMMENCE WORK**

Neither the Political Body nor the Contractor may commence any work within the Crossing Area or on any other Railroad property until:

- (i) The Railroad and Political Body have executed this Agreement.
- (ii) The Railroad has provided to the Political Body the Railroad's written approval of the Plans.
- (iii) Each Contractor has executed Railroad's Contractor's Right of Entry Agreement and has obtained and/or provided to the Railroad the insurance policies, certificates, binders, and/or endorsements required under the Contractor's Right of Entry Agreement.
- (iv) Each Contractor has given the advance notice(s) required under the Contractor's Right of Entry Agreement to the Railroad Representative named in the Contractor's Right of Entry Agreement.

Section 12. FUTURE PROJECTS

Future projects involving substantial maintenance, repair, reconstruction, renewal and/or demolition of the Roadway shall not commence until Railroad and Political Body agree on the plans for such future projects, cost allocations, right of entry terms and conditions and temporary construction rights, terms and conditions.

Section 13. ASSIGNMENT; SUCCESSORS AND ASSIGNS

A. Political Body shall not assign this Agreement without the prior written consent of Railroad.

B. Subject to the provisions of Paragraph A above, this Agreement shall inure to the benefit of and be binding upon the successors and assigns of Railroad and Political Body.

**Section 14. SPECIAL PROVISIONS PERTAINING TO AMERICAN
RECOVERY AND REINVESTMENT ACT OF 2009**

If the Political Body will be receiving American Recovery and Reinvestment Act ("ARRA") funding for the Project, the Political Body agrees that it is responsible in performing and completing all ARRA reporting documents for the Project. The Political Body confirms and acknowledges that Section 1512 of the ARRA provisions applies only

to a "recipient" receiving ARRA funding directing from the federal government and, therefore, (i) the ARRA reporting requirements are the responsibility of the Political Body and not of the Railroad, and (ii) the Political Body shall not delegate any ARRA reporting responsibilities to the Railroad. The Political Body also confirms and acknowledges that (i) the Railroad shall provide to the Political Body the Railroad's standard and customary billing for expenses incurred by the Railroad for the Project including the Railroad's standard and customary documentation to support such billing, and (ii) such standard and customary billing and documentation from the Railroad provides the information needed by the Political Body to perform and complete the ARRA reporting documents. The Railroad confirms that the Political Body and the Federal Highway Administration shall have the right to audit the Railroad's billing and documentation for the Project as provided in Section 11 of **Exhibit B** of this Agreement.

Section 15. TERMINATION OF ORIGINAL AGREEMENT

Upon the completion of the Roadway, the Original Agreement shall terminate and the terms and conditions of this Agreement shall govern the use, maintenance and repair of the Roadway.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed as of the Effective Date first herein written.

UNION PACIFIC RAILROAD COMPANY

(Federal Tax ID #94-6001323)

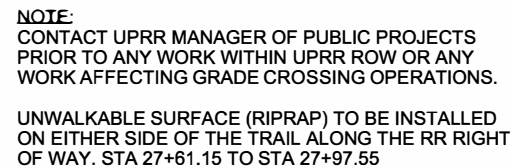
By: _____
 Printed Name: _____
 Title: _____

CITY OF LINDON

By: _____
 Printed Name: _____
 Title: _____

**EXHIBIT A
TO
PUBLIC HIGHWAY AT GRADE CROSSING AGREEMENT**

Exhibit A will be a print showing the Crossing Area (see Recitals)



SHEET NO. UPRR DT-02		<div> <div>LINDON HERITAGE TRAIL</div> <div>PIONEER LN TO UTAH LAKE</div> </div>		<div> <div>PROJECT</div> <div>PROJECT NUMBER</div> </div>		<div> <div>11 625</div> <div>F-R3 99(165)</div> </div>		<div> <div>PIN</div> <div>11 625</div> </div>		<div> <div>UPRR DETAIL</div> </div>		<div> <div>UTAH DEPARTMENT OF TRANSPORTATION</div> <div>J-U-B ENGINEERS INC.</div> </div>		<div> <div>A PROVED</div> <div> <div>DRAWN BY</div> <div>QC CHECKED BY</div> </div> </div>		<div> <div>10/5/2021</div> <div>DATE</div> </div>		<div> <div>PROFESSIONAL ENGINEER</div> <div>DATE</div> </div>		<div> <div>APPROVED BY</div> <div>DATE</div> </div>		<div> <div>NO.</div> <div>DATE</div> </div>		<div> <div>REMARKS</div> </div>		<div> <div>REVISIONS</div> </div>	
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**EXHIBIT B
TO
PUBLIC HIGHWAY AT GRADE CROSSING AGREEMENT**

SECTION 1. CONDITIONS AND COVENANTS

A. The Railroad makes no covenant or warranty of title for quiet possession or against encumbrances. The Political Body shall not use or permit use of the Crossing Area for any purposes other than those described in this Agreement. Without limiting the foregoing, the Political Body shall not use or permit use of the Crossing Area for railroad purposes, or for gas, oil or gasoline pipe lines. Any lines constructed on the Railroad's property by or under authority of the Political Body for the purpose of conveying electric power or communications incidental to the Political Body's use of the property for highway purposes shall be constructed in accordance with specifications and requirements of the Railroad, and in such manner as not adversely to affect communication or signal lines of the Railroad or its licensees now or hereafter located upon said property. No nonparty shall be admitted by the Political Body to use or occupy any part of the Railroad's property without the Railroad's written consent. Nothing herein shall obligate the Railroad to give such consent.

B. The Railroad reserves the right to cross the Crossing Area with such railroad tracks as may be required for its convenience or purposes. In the event the Railroad shall place additional tracks upon the Crossing Area, the Political Body shall, at its sole cost and expense, modify the Roadway to conform with all tracks within the Crossing Area.

C. The right hereby granted is subject to any existing encumbrances and rights (whether public or private), recorded or unrecorded, and also to any renewals thereof. The Political Body shall not damage, destroy or interfere with the property or rights of nonparties in, upon or relating to the Railroad's property, unless the Political Body at its own expense settles with and obtains releases from such nonparties.

D. The Railroad reserves the right to use and to grant to others the right to use the Crossing Area for any purpose not inconsistent with the right hereby granted, including, but not by way of limitation, the right to construct, reconstruct, maintain, operate, repair, alter, renew and replace tracks, facilities and appurtenances on the property; and the right to cross the Crossing Area with all kinds of equipment.

E. So far as it lawfully may do so, the Political Body will assume, bear and pay all taxes and assessments of whatsoever nature or kind (whether general, local or special) levied or assessed upon or against the Crossing Area, excepting taxes levied upon and against the property as a component part of the Railroad's operating property.

F. If any property or rights other than the right hereby granted are necessary for the

construction, maintenance and use of the Roadway and its appurtenances, or for the performance of any work in connection with the Project, the Political Body will acquire all such other property and rights at its own expense and without expense to the Railroad.

SECTION 2. CONSTRUCTION OF ROADWAY

A. The Political Body, at its expense, will apply for and obtain all public authority required by law, ordinance, rule or regulation for the Project, and will furnish the Railroad upon request with satisfactory evidence that such authority has been obtained.

B. Except as may be otherwise specifically provided herein, the Political Body, at its expense, will furnish all necessary labor, material and equipment, and shall construct and complete the Roadway and all appurtenances thereof. The appurtenances shall include, without limitation, all necessary and proper highway warning devices (except those installed by the Railroad within its right of way) and all necessary drainage facilities, guard rails or barriers, and right of way fences between the Roadway and the railroad tracks. Upon completion of the Project, the Political Body shall remove from the Railroad's property all temporary structures and false work, and will leave the Crossing Area in a condition satisfactory to the Railroad.

C. All construction work of the Political Body upon the Railroad's property (including, but not limited to, construction of the Roadway and all appurtenances and all related and incidental work) shall be performed and completed in a manner satisfactory to the Assistant Vice President Engineering-Design of the Railroad or his authorized representative and in compliance with the Plans, and other guidelines furnished by the Railroad.

D. All construction work of the Political Body shall be performed diligently and completed within a reasonable time. No part of the Project shall be suspended, discontinued or unduly delayed without the Railroad's written consent, and subject to such reasonable conditions as the Railroad may specify. It is understood that the Railroad's tracks at and in the vicinity of the work will be in constant or frequent use during progress of the work and that movement or stoppage of trains, engines or cars may cause delays in the work of the Political Body. The Political Body hereby assumes the risk of any such delays and agrees that no claims for damages on account of any delay shall be made against the Railroad by the State and/or the Contractor.

SECTION 3. INJURY AND DAMAGE TO PROPERTY

If the Political Body, in the performance of any work contemplated by this Agreement or by the failure to do or perform anything for which the Political Body is responsible under the provisions of this Agreement, shall injure, damage or destroy any property of the Railroad or of any other person lawfully occupying or using the property of the Railroad, such property shall be replaced or repaired by the Political Body at the

Political Body's own expense, or by the Railroad at the expense of the Political Body, and to the satisfaction of the Railroad's Assistant Vice President Engineering-Design.

SECTION 4. RAILROAD MAY USE CONTRACTORS TO PERFORM WORK

The Railroad may contract for the performance of any of its work by other than the Railroad forces. The Railroad shall notify the Political Body of the contract price within ninety (90) days after it is awarded. Unless the Railroad's work is to be performed on a fixed price basis, the Political Body shall reimburse the Railroad for the amount of the contract.

SECTION 5. MAINTENANCE AND REPAIRS

A. The Political Body shall, at its own sole expense, maintain, repair, and renew, or cause to be maintained, repaired and renewed, the entire Crossing Area and Roadway, except the portions between the track tie ends, which shall be maintained by the Railroad at the Political Body's expense.

B. If, in the future, the Political Body elects to have the surfacing material between the track tie ends, or between tracks if there is more than one railroad track across the Crossing Area, replaced with paving or some surfacing material other than timber planking, the Railroad, at the Political Body's expense, shall install such replacement surfacing, and in the future, to the extent repair or replacement of the surfacing is necessitated by repair or rehabilitation of the Railroad's tracks through the Crossing Area, the Political Body shall bear the expense of such repairs or replacement.

SECTION 6. CHANGES IN GRADE

If at any time the Railroad shall elect, or be required by competent authority to, raise or lower the grade of all or any portion of the track(s) located within the Crossing Area, the Political Body shall, at its own expense, conform the Roadway to conform with the change of grade of the trackage.

SECTION 7. REARRANGEMENT OF WARNING DEVICES

If the change or rearrangement of any warning device installed hereunder is necessitated for public or Railroad convenience or on account of improvements for either the Railroad, highway or both, the parties will apportion the expense incidental thereto between themselves by negotiation, agreement or by the order of a competent authority before the change or rearrangement is undertaken.

SECTION 8. SAFETY MEASURES; PROTECTION OF RAILROAD COMPANY OPERATIONS

It is understood and recognized that safety and continuity of the Railroad's operations and communications are of the utmost importance; and in order that the

same may be adequately safeguarded, protected and assured, and in order that accidents may be prevented and avoided, it is agreed with respect to all of said work of the Political Body that the work will be performed in a safe manner and in conformity with the following standards:

A. **Definitions.** All references in this Agreement to the Political Body shall also include the Contractor and their respective officers, agents and employees, and others acting under its or their authority; and all references in this Agreement to work of the Political Body shall include work both within and outside of the Railroad's property.

B. **Entry on to Railroad's Property by Political Body.** If the Political Body's employees need to enter Railroad's property in order to perform an inspection of the Roadway, minor maintenance or other activities, the Political Body shall first provide at least ten (10) working days advance notice to the Railroad Representative. With respect to such entry on to Railroad's property, the Political Body, to the extent permitted by law, agrees to release, defend and indemnify the Railroad from and against any loss, damage, injury, liability, claim, cost or expense incurred by any person including, without limitation, the Political Body's employees, or damage to any property or equipment (collectively the "Loss") that arises from the presence or activities of Political Body's employees on Railroad's property, except to the extent that any Loss is caused by the sole direct negligence of Railroad.

C. **Flagging.**

(i) If the Political Body's employees need to enter Railroad's property as provided in Paragraph B above, the Political Body agrees to notify the Railroad Representative at least thirty (30) working days in advance of proposed performance of any work by Political Body in which any person or equipment will be within twenty-five (25) feet of any track, or will be near enough to any track that any equipment extension (such as, but not limited to, a crane boom) will reach to within twenty-five (25) feet of any track. No work of any kind shall be performed, and no person, equipment, machinery, tool(s), material(s), vehicle(s), or thing(s) shall be located, operated, placed, or stored within twenty-five (25) feet of any of Railroad's track(s) at any time, for any reason, unless and until a Railroad flagman is provided to watch for trains. Upon receipt of such thirty (30) day notice, the Railroad Representative will determine and inform Political Body whether a flagman need be present and whether Political Body needs to implement any special protective or safety measures. If flagging or other special protective or safety measures are performed by Railroad, Railroad will bill Political Body for such expenses incurred by Railroad. If Railroad performs any flagging, or other special protective or safety measures are performed by Railroad, Political Body agrees that Political Body is not relieved of any of its responsibilities or liabilities set forth in this Agreement.

(ii) The rate of pay per hour for each flagman will be the prevailing hourly rate in effect for an eight-hour day for the class of flagmen used during regularly assigned hours and overtime in accordance with Labor Agreements and Schedules in effect at the time the work is performed. In addition to the cost of such labor, a composite charge for

vacation, holiday, health and welfare, supplemental sickness, Railroad Retirement and unemployment compensation, supplemental pension, Employees Liability and Property Damage and Administration will be included, computed on actual payroll. The composite charge will be the prevailing composite charge in effect at the time the work is performed. One and one-half times the current hourly rate is paid for overtime, Saturdays and Sundays, and two and one-half times current hourly rate for holidays. Wage rates are subject to change, at any time, by law or by agreement between Railroad and its employees, and may be retroactive as a result of negotiations or a ruling of an authorized governmental agency. Additional charges on labor are also subject to change. If the wage rate or additional charges are changed, Political Body shall pay on the basis of the new rates and charges.

(iii) Reimbursement to Railroad will be required covering the full eight-hour day during which any flagman is furnished, unless the flagman can be assigned to other Railroad work during a portion of such day, in which event reimbursement will not be required for the portion of the day during which the flagman is engaged in other Railroad work. Reimbursement will also be required for any day not actually worked by the flagman following the flagman's assignment to work on the project for which Railroad is required to pay the flagman and which could not reasonably be avoided by Railroad by assignment of such flagman to other work, even though Political Body may not be working during such time. When it becomes necessary for Railroad to bulletin and assign an employee to a flagging position in compliance with union collective bargaining agreements, Political Body must provide Railroad a minimum of five (5) days notice prior to the cessation of the need for a flagman. If five (5) days notice of cessation is not given, Political Body will still be required to pay flagging charges for the five (5) day notice period required by union agreement to be given to the employee, even though flagging is not required for that period. An additional thirty (30) days notice must then be given to Railroad if flagging services are needed again after such five day cessation notice has been given to Railroad.

D. **Compliance With Laws.** The Political Body shall comply with all applicable federal, state and local laws, regulations and enactments affecting the work. The Political Body shall use only such methods as are consistent with safety, both as concerns the Political Body, the Political Body's agents and employees, the officers, agents, employees and property of the Railroad and the public in general. The Political Body (without limiting the generality of the foregoing) shall comply with all applicable state and federal occupational safety and health acts and regulations. All Federal Railroad Administration regulations shall be followed when work is performed on the Railroad's premises. If any failure by the Political Body to comply with any such laws, regulations, and enactments, shall result in any fine, penalty, cost or charge being assessed, imposed or charged against the Railroad, the Political Body shall reimburse, and to the extent it may lawfully do so, indemnify the Railroad for any such fine, penalty, cost, or charge, including without limitation attorney's fees, court costs and expenses. The Political Body further agrees in the event of any such action, upon notice thereof being provided by the Railroad, to defend such action free of cost, charge, or expense to the Railroad.

E. **No Interference or Delays.** The Political Body shall not do, suffer or permit anything which will or may obstruct, endanger, interfere with, hinder or delay maintenance or operation of the Railroad's tracks or facilities, or any communication or signal lines, installations or any appurtenances thereof, or the operations of others lawfully occupying or using the Railroad's property or facilities.

F. **Supervision.** The Political Body, at its own expense, shall adequately police and supervise all work to be performed by the Political Body, and shall not inflict injury to persons or damage to property for the safety of whom or of which the Railroad may be responsible, or to property of the Railroad. The responsibility of the Political Body for safe conduct and adequate policing and supervision of the Project shall not be lessened or otherwise affected by the Railroad's approval of plans and specifications, or by the Railroad's collaboration in performance of any work, or by the presence at the work site of the Railroad's representatives, or by compliance by the Political Body with any requests or recommendations made by such representatives. If a representative of the Railroad is assigned to the Project, the Political Body will give due consideration to suggestions and recommendations made by such representative for the safety and protection of the Railroad's property and operations.

G. **Suspension of Work.** If at any time the Political Body's engineers or the Vice President-Engineering Services of the Railroad or their respective representatives shall be of the opinion that any work of the Political Body is being or is about to be done or prosecuted without due regard and precaution for safety and security, the Political Body shall immediately suspend the work until suitable, adequate and proper protective measures are adopted and provided.

H. **Removal of Debris.** The Political Body shall not cause, suffer or permit material or debris to be deposited or cast upon, or to slide or fall upon any property or facilities of the Railroad; and any such material and debris shall be promptly removed from the Railroad's property by the Political Body at the Political Body's own expense or by the Railroad at the expense of the Political Body. The Political Body shall not cause, suffer or permit any snow to be plowed or cast upon the Railroad's property during snow removal from the Crossing Area.

I. **Explosives.** The Political Body shall not discharge any explosives on or in the vicinity of the Railroad's property without the prior consent of the Railroad's Vice President-Engineering Services, which shall not be given if, in the sole discretion of the Railroad's Vice President-Engineering Services, such discharge would be dangerous or would interfere with the Railroad's property or facilities. For the purposes hereof, the "vicinity of the Railroad's property" shall be deemed to be any place on the Railroad's property or in such close proximity to the Railroad's property that the discharge of explosives could cause injury to the Railroad's employees or other persons, or cause damage to or interference with the facilities or operations on the Railroad's property. The Railroad reserves the right to impose such conditions, restrictions or limitations on the transportation, handling, storage, security and use of explosives as the Railroad, in the Railroad's sole discretion, may deem to be necessary, desirable or appropriate.

J. **Excavation.** The Political Body shall not excavate from existing slopes nor construct new slopes which are excessive and may create hazards of slides or falling rock, or impair or endanger the clearance between existing or new slopes and the tracks of the Railroad. The Political Body shall not do or cause to be done any work which will or may disturb the stability of any area or adversely affect the Railroad's tracks or facilities. The Political Body, at its own expense, shall install and maintain adequate shoring and cribbing for all excavation and/or trenching performed by the Political Body in connection with construction, maintenance or other work. The shoring and cribbing shall be constructed and maintained with materials and in a manner approved by the Railroad's Assistant Vice President Engineering - Design to withstand all stresses likely to be encountered, including any stresses resulting from vibrations caused by the Railroad's operations in the vicinity.

K. **Drainage.** The Political Body, at the Political Body's own expense, shall provide and maintain suitable facilities for draining the Roadway and its appurtenances, and shall not suffer or permit drainage water therefrom to flow or collect upon property of the Railroad. The Political Body, at the Political Body's own expense, shall provide adequate passageway for the waters of any streams, bodies of water and drainage facilities (either natural or artificial, and including water from the Railroad's culvert and drainage facilities), so that said waters may not, because of any facilities or work of the Political Body, be impeded, obstructed, diverted or caused to back up, overflow or damage the property of the Railroad or any part thereof, or property of others. The Political Body shall not obstruct or interfere with existing ditches or drainage facilities.

L. **Notice.** Before commencing any work, the Political Body shall provide the advance notice to the Railroad that is required under the Contractor's Right of Entry Agreement.

M. **Fiber Optic Cables.** Fiber optic cable systems may be buried on the Railroad's property. Protection of the fiber optic cable systems is of extreme importance since any break could disrupt service to users resulting in business interruption and loss of revenue and profits. Political Body shall visit up.com/CBUD to complete and submit the required form to determine if fiber optic cable is buried anywhere on Railroad's property to be used by the Political Body. If it is, Political Body will telephone the telecommunications company(ies) involved, arrange for a cable locator, and make arrangements for relocation or other protection of the fiber optic cable prior to beginning any work on the Railroad's premises.

SECTION 9. INTERIM WARNING DEVICES

If at anytime it is determined by a competent authority, by the Political Body, or by agreement between the parties, that new or improved train activated warning devices should be installed at the Crossing Area, the Political Body shall install adequate temporary warning devices or signs and impose appropriate vehicular control measures to protect the motoring public until the new or improved devices have been installed.

SECTION 10. OTHER RAILROADS

All protective and indemnifying provisions of this Agreement shall inure to the benefit of the Railroad and any other railroad company lawfully using the Railroad's property or facilities.

SECTION 11. BOOKS AND RECORDS

The books, papers, records and accounts of Railroad, so far as they relate to the items of expense for the materials to be provided by Railroad under this Project, or are associated with the work to be performed by Railroad under this Project, shall be open to inspection and audit at Railroad's offices in Omaha, Nebraska, during normal business hours by the agents and authorized representatives of Political Body for a period of three (3) years following the date of Railroad's last billing sent to Political Body.

SECTION 12. REMEDIES FOR BREACH OR NONUSE

A. If the Political Body shall fail, refuse or neglect to perform and abide by the terms of this Agreement, the Railroad, in addition to any other rights and remedies, may perform any work which in the judgment of the Railroad is necessary to place the Roadway and appurtenances in such condition as will not menace, endanger or interfere with the Railroad's facilities or operations or jeopardize the Railroad's employees; and the Political Body will reimburse the Railroad for the expenses thereof.

B. Nonuse by the Political Body of the Crossing Area for public highway purposes continuing at any time for a period of eighteen (18) months shall, at the option of the Railroad, work a termination of this Agreement and of all rights of the Political Body hereunder.

C. The Political Body will surrender peaceable possession of the Crossing Area and Roadway upon termination of this Agreement. Termination of this Agreement shall not affect any rights, obligations or liabilities of the parties, accrued or otherwise, which may have arisen prior to termination.

SECTION 13. MODIFICATION - ENTIRE AGREEMENT

No waiver, modification or amendment of this Agreement shall be of any force or effect unless made in writing, signed by the Political Body and the Railroad and specifying with particularity the nature and extent of such waiver, modification or amendment. Any waiver by the Railroad of any default by the Political Body shall not affect or impair any right arising from any subsequent default. This Agreement and Exhibits attached hereto and made a part hereof constitute the entire understanding between the Political Body and the Railroad and cancel and supersede any prior negotiations, understandings or agreements, whether written or oral, with respect to the work or any part thereof.

EXHIBIT C
TO
PUBLIC HIGHWAY AT GRADE CROSSING AGREEMENT

Exhibit C (if applicable) will be Railroad's Material and Force Agreement Estimate.

Material And Force Account Estimate

City of Lindon

172

Estimate Number: 135868 Version: 2

Standard Rates: Labor Additive = 205%

Estimate Good Until 08/01/24

Location: PROVO SUB, SIMN, 709.99-710.03

Description of Work: Surface Project 254901A-2, Provo Sub MP 710.01 PID 121572 W 2000 South Rd Lindon, UT

Prepared For:

Buy America: No

COMMENTS	FACILITY	Description	QTY	UOM	UCST	LABOR	MATERIAL	TOTAL
ENGINEERING								
		Engineering	1	LS	20,340.00	20,340	0	20,340
		Bill Prep Fee - Track Surface RECOLLECT	1	LS	900.00	0	900	900
		Homeline Freight - Track Surface RECOLLECT	1	LS	900.00	0	900	900
		Foreign Line Freight - Track Surface RECOLLECT	1	LS	1,786.00	0	1,786	1,786
		Contract Engineering	1	LS	10,000.00	0	10,000	10,000
Sub-Total =						20,340	13,586	33,926
TRACK CONSTRUCTION - COMPANY								
		Mobilization: Company	1	DA	11,450.00	11,450	0	11,450
	RDXING	RDXING 136# CON10W 10' LOOSE PAN TIES	96	TF	919.59	48,085	40,196	88,281
	TRACK	136# CWRIS0 24-8'6" HWD N 16 TP	64	TF	477.91	20,508	10,078	30,586
	BALAST	BALAST CL1	2	CL	1,698.55	918	2,479	3,397
	COMPJT	Transition Rail - 136#	2	PR	7,318.61	7,446	7,191	14,637
		Generic Sign	12	EA	1,000.00	6,000	6,000	12,000
Sub-Total =						94,406	65,945	160,351
TRACK REMOVAL - COMPANY								
	RDXING	Remove road crossing - concrete	40	TF	92.50	3,700	0	3,700
	TRACK	Remove Track	160	TF	41.29	6,607	0	6,607
Sub-Total =						10,307	0	10,307
EQUIPMENT RENTAL								
		Equipment Rental	1	LS	10,000.00	0	10,000	10,000
Sub-Total =						0	10,000	10,000
Total Wgt. in Tons = 803						Totals =	125,053	89,531
							214,584	

Grand Total = \$214,584

Please Note: The above figures are estimates only and are subject to fluctuation. In the event of an increase or decrease in the cost or amount of material or labor required, will pay actual construction costs at the current rates effective thereof.

EXHIBIT D
TO
PUBLIC HIGHWAY AT-GRADE CROSSING AGREEMENT

CONTRACTOR'S
RIGHT OF ENTRY AGREEMENT

THIS AGREEMENT is made and entered into as of the _____ day of _____, 20_____, by and between **UNION PACIFIC RAILROAD COMPANY**, a Delaware corporation ("Railroad"); and _____, a _____ corporation ("Contractor").

RECITALS:

Contractor has been hired by _____ to perform work relating to _____ (the "Work") with all or a portion of such Work to be performed on property of Railroad in the vicinity of Railroad's Milepost _____ on Railroad's _____ [Subdivision or Branch] [at or near DOT No. _____] located at or near _____, in _____ County, State of _____, as such location is in the general location shown on the print marked **Exhibit A**, attached hereto and hereby made a part hereof, which Work is the subject of a contract dated _____ between Railroad and _____.

Railroad is willing to permit Contractor to perform the Work described above at the location described above subject to the terms and conditions contained in this agreement

AGREEMENT:

NOW, THEREFORE, it is mutually agreed by and between Railroad and Contractor, as follows:

ARTICLE 1 - DEFINITION OF CONTRACTOR.

For purposes of this agreement, all references in this agreement to Contractor shall include Contractor's contractors, subcontractors, officers, agents and employees, and others acting under its or their authority. For purposes of clarity, Contractor agrees that any CIC (defined below) hired by Contractor is a subcontractor of Contractor and therefore included in the defined term Contractor pursuant to the foregoing sentence.

ARTICLE 2 - RIGHT GRANTED; PURPOSE.

Railroad hereby grants to Contractor the right, during the term hereinafter stated and upon and subject to each and all of the terms, provisions and conditions herein contained, to enter upon and have ingress to and egress from the property described in the Recitals for the purpose of performing the Work described in the Recitals above. The right herein granted to Contractor is limited to those portions of Railroad's property specifically described herein, or as designated by the Railroad Representative named in Article 4.

ARTICLE 3 - TERMS AND CONDITIONS CONTAINED IN EXHIBITS B AND C.

The terms and conditions contained in **Exhibit B** and **Exhibit C**, attached hereto, are hereby made a part of this agreement.

ARTICLE 4 - ALL EXPENSES TO BE BORNE BY CONTRACTOR; RAILROAD REPRESENTATIVE.

A. Contractor shall bear any and all costs and expenses associated with any Work performed by Contractor (including without limitation any CIC), or any costs or expenses incurred by Railroad relating to this agreement.

B. Contractor shall coordinate all of its Work with the following Railroad representative or his or her duly authorized representative (the "Railroad Representative"):

C. Contractor, at its own expense, shall adequately police and supervise all Work to be performed by Contractor and shall ensure that such Work is performed in a safe manner as set forth in Section 7 of **Exhibit B**. The responsibility of Contractor for safe conduct and adequate policing and supervision of Contractor's Work shall not be lessened or otherwise affected by Railroad's approval of plans and specifications involving the Work, or by Railroad's collaboration in performance of any Work, or by the presence at the Work site of a Railroad Representative, or by compliance by Contractor with any requests or recommendations made by Railroad Representative.

ARTICLE 5 - SCHEDULE OF WORK ON A MONTHLY BASIS.

The Contractor, at its expense, shall provide on a monthly basis a detailed schedule of Work to the Railroad Representative named in Article 4B above. The reports shall start at the execution of this agreement and continue until this agreement is terminated as provided in this agreement or until the Contractor has completed all Work on Railroad's property.

ARTICLE 6 - TERM; TERMINATION.

A. The grant of right herein made to Contractor shall commence on the date of this agreement, and continue until _____, unless sooner terminated as herein provided, or at such time as Contractor has completed its Work on Railroad's property, whichever is earlier. Contractor agrees to notify the Railroad Representative in writing when it has completed its Work on Railroad's property.

B. This agreement may be terminated by either party on ten (10) days written notice to the other party.

ARTICLE 7 - CERTIFICATE OF INSURANCE.

A. Before commencing any Work and throughout the entire term of this Agreement, Contractor, at its expense, shall procure and maintain in full force and effect the types and minimum limits of insurance specified in **Exhibit C** of this agreement and require each of its subcontractors to include the insurance endorsements as required under Section 12 of **Exhibit B** of this agreement.

B. Not more frequently than once every two (2) years, Railroad may reasonably modify the required insurance coverage to reflect then-current risk management practices in the railroad industry and underwriting practices in the insurance industry.

C. Upon request of Railroad, Contractor shall provide to Railroad a certificate issued by its insurance

carrier evidencing the insurance coverage required under **Exhibit B**.

D. Contractor understands and accepts that the terms of this Article are wholly separate from and independent of the terms of any indemnity provisions contained in this Agreement.

E. Upon request of Railroad, insurance correspondence, binders, policies, certificates and endorsements shall be sent to:

Union Pacific Railroad Company
1400 Douglas Street, Stop 1690
Omaha, NE 68179
Attn: Manager
Project No. 0784054

ARTICLE 8 - PRECONSTRUCTION MEETING.

If the Work to be performed by the Contractor will involve the Railroad providing any flagging protection (or if a CIC is approved to provide flagging protection pursuant to the terms set forth herein) and/or there is separate work to be performed by the Railroad, the Contractor confirms that no work shall commence until the Railroad and Contractor participate in a preconstruction meeting involving flagging procedures and coordination of work activities of the Contractor and the Railroad (and any CIC, as applicable.)

ARTICLE 9. DISMISSAL OF CONTRACTOR'S EMPLOYEE.

At the request of Railroad, Contractor shall remove from Railroad's property any employee of Contractor who fails to conform to the instructions of the Railroad Representative in connection with the Work on Railroad's property, and any right of Contractor shall be suspended until such removal has occurred. Contractor shall indemnify Railroad against any claims arising from the removal of any such employee from Railroad's property.

ARTICLE 10. ADMINISTRATIVE FEE.

Upon the execution and delivery of this agreement, Contractor shall pay to Railroad _____ Dollars (\$_____) as reimbursement for clerical, administrative and handling expenses in connection with the processing of this agreement.

ARTICLE 11. CROSSINGS; COMPLIANCE WITH MUTCD AND FRA GUIDELINES.

A. No additional vehicular crossings (including temporary haul roads) or pedestrian crossings over Railroad's trackage shall be installed or used by Contractor without the prior written permission of Railroad.

B. Any permanent or temporary changes, including temporary traffic control, to crossings must conform to the Manual of Uniform Traffic Control Devices (MUTCD) and any applicable Federal Railroad Administration rules, regulations and guidelines, and must be reviewed by the Railroad prior to any changes being implemented. In the event the Railroad is found to be out of compliance with federal safety regulations due to the Contractor's modifications, negligence, or any other reason arising from the Contractor's presence on the Railroad's property, the Contractor agrees to assume liability for any civil penalties imposed upon the Railroad for such noncompliance.

ARTICLE 12.- EXPLOSIVES.

Explosives or other highly flammable substances shall not be stored or used on Railroad's property without the prior written approval of Railroad.

IN WITNESS WHEREOF, the parties hereto have duly executed this agreement in duplicate as of the date first herein written.

UNION PACIFIC RAILROAD COMPANY

By: _____

Title: _____

(Name of Contractor)

By: _____

Name: _____

Title: _____

Phone: _____

E-Mail: _____

EXHIBIT A
TO
CONTRACTOR'S RIGHT OF ENTRY AGREEMENT

Exhibit A will be a print showing the general location of the work site.

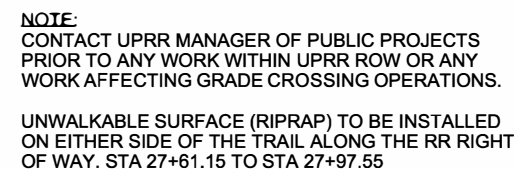
[illegible]

EXHIBIT B
TO
CONTRACTOR'S RIGHT OF ENTRY AGREEMENT

Section 1. NOTICE OF COMMENCEMENT OF WORK - RAILROAD FLAGGING - PRIVATE FLAGGING.

A. Contractor agrees to notify the Railroad Representative at least ten (10) working days in advance of Contractor commencing its Work and at least thirty (30) working days in advance of proposed performance of any Work by Contractor in which any person or equipment will be within twenty-five (25) feet of any track, or will be near enough to any track that any equipment extension (such as, but not limited to, a crane boom) will reach to within twenty-five (25) feet of any track.

B. No work of any kind shall be performed, and no person, equipment, machinery, tool(s), material(s), vehicle(s), or thing(s) shall be located, operated, placed, or stored within twenty-five (25) feet of any of Railroad's track(s) at any time, for any reason, unless and until a Railroad approved flagman is provided to watch for trains. Upon receipt of such thirty (30)-day notice, the Railroad Representative will determine and inform Contractor whether a flagman need be present and whether Contractor needs to implement any special protective or safety measures.

C. Contractor shall be permitted to hire a private contractor to perform flagging or other special protective or safety measures (such private contractor being commonly known in the railroad industry as a contractor-in-charge ("CIC")) in lieu of Railroad providing such services or in concert with Railroad providing such services, subject to prior written approval by Railroad, which approval shall be in Railroad's sole and absolute discretion. If Railroad agrees to permit Contractor to utilize a CIC pursuant to the preceding sentence, Contractor shall obtain Railroad's prior approval in writing for each of the following items, as determined in all respects in Railroad's sole and absolute discretion: (i) the identity of the third-party performing the role of CIC; (ii) the scope of the services to be performed for the project by the approved CIC; and (iii) any other terms and conditions governing such services to be provided by the CIC. If flagging or other special protective or safety measures are performed by an approved CIC, Contractor shall be solely responsible for (and shall timely pay such CIC for) its services. Railroad reserves the right to rescind any approval pursuant to this Section 1, Subsection C., in whole or in part, at any time, as determined in Railroad's sole and absolute discretion.

D. If any flagging or other special protective or safety measures are performed by employees of Railroad and/or any contractor of Railroad, Railroad will bill Contractor for such expenses incurred by Railroad, unless Railroad and a federal, state or local governmental entity have agreed that Railroad is to bill such expenses to the federal, state or local governmental entity. If Railroad will be sending the bills to Contractor, Contractor shall pay such bills within thirty (30) days of Contractor's receipt of billing.

E. If any flagging or other special protective or safety measures are performed by Railroad or a CIC, Contractor agrees that Contractor is not relieved of any of its responsibilities or liabilities set forth in this agreement.

F. The provisions set forth in this subsection are only applicable for Flagging Services performed by employees of Railroad: the rate of pay per hour for each flagman will be the prevailing hourly rate in effect for an eight-hour day for the class of flagmen used during regularly assigned hours and overtime in accordance with labor agreements and schedules in effect at the time the Work is performed. In addition to the cost of such labor, a composite charge for vacation, holiday, health and welfare, supplemental sickness, Railroad Retirement and unemployment compensation, supplemental pension, Employees Liability and Property Damage and Administration will be included, computed on actual payroll. The composite charge will be the prevailing composite charge in effect at the time the Work is performed. One and one-half times the current hourly rate is

paid for overtime, Saturdays and Sundays, and two and one-half times current hourly rate for holidays. Wage rates are subject to change, at any time, by law or by agreement between Railroad and its employees, and may be retroactive as a result of negotiations or a ruling of an authorized governmental agency. Additional charges on labor are also subject to change. If the wage rate or additional charges are changed, Contractor (or the governmental entity, as applicable) shall pay on the basis of the new rates and charges. If flagging is performed by Railroad, reimbursement to Railroad will be required covering the full eight-hour day during which any flagman is furnished, unless the flagman can be assigned to other Railroad work during a portion of such day, in which event reimbursement will not be required for the portion of the day during which the flagman is engaged in other Railroad work. Reimbursement will also be required for any day not actually worked by the flagman following the flagman's assignment to work on the project for which Railroad is required to pay the flagman and which could not reasonably be avoided by Railroad by assignment of such flagman to other work, even though Contractor may not be working during such time. When it becomes necessary for Railroad to bulletin and assign an employee to a flagging position in compliance with union collective bargaining agreements, Contractor must provide Railroad a minimum of five (5) days notice prior to the cessation of the need for a flagman. If five (5) days notice of cessation is not given, Contractor will still be required to pay flagging charges for the five (5) day notice period required by union agreement to be given to the employee, even though flagging is not required for that period. An additional thirty (30) days notice must then be given to Railroad if flagging services are needed again after such five-day cessation notice has been given to Railroad.

Section 2. LIMITATION AND SUBORDINATION OF RIGHTS GRANTED

A. The foregoing grant of right is subject and subordinate to the prior and continuing right and obligation of the Railroad to use and maintain its entire property including the right and power of Railroad to construct, maintain, repair, renew, use, operate, change, modify or relocate railroad tracks, roadways, signal, communication, fiber optics, or other wirelines, pipelines and other facilities upon, along or across any or all parts of its property, all or any of which may be freely done at any time or times by Railroad without liability to Contractor or to any other party for compensation or damages.

B. The foregoing grant is also subject to all outstanding superior rights (whether recorded or unrecorded and including those in favor of licensees and lessees of Railroad's property, and others) and the right of Railroad to renew and extend the same, and is made without covenant of title or for quiet enjoyment.

Section 3. NO INTERFERENCE WITH OPERATIONS OF RAILROAD AND ITS TENANTS.

A. Contractor shall conduct its operations so as not to interfere with the continuous and uninterrupted use and operation of the railroad tracks and property of Railroad, including without limitation, the operations of Railroad's lessees, licensees or others, unless specifically authorized in advance by the Railroad Representative. Nothing shall be done or permitted to be done by Contractor at any time that would in any manner impair the safety of such operations. When not in use, Contractor's machinery and materials shall be kept at least fifty (25) feet from the centerline of Railroad's nearest track, and there shall be no vehicular crossings of Railroads tracks except at existing open public crossings.

B. Operations of Railroad and work performed by Railroad personnel and delays in the Work to be performed by Contractor caused by such railroad operations and Work are expected by Contractor, and Contractor agrees that Railroad shall have no liability to Contractor, or any other person or entity for any such delays. The Contractor shall coordinate its activities with those of Railroad and third parties so as to avoid interference with railroad operations. The safe operation of Railroad train movements and other activities by Railroad takes precedence over any Work to be performed by Contractor.

Section 4. LIENS.

Contractor shall pay in full all persons who perform labor or provide materials for the Work to be performed by Contractor. Contractor shall not create, permit or suffer any mechanic's or materialmen's liens of any kind or nature to be created or enforced against any property of Railroad for any such Work performed. Contractor shall indemnify and hold harmless Railroad from and against any and all liens, claims, demands, costs or expenses of whatsoever nature in any way connected with or growing out of such Work done, labor performed, or materials furnished. If Contractor fails to promptly cause any lien to be released of record, Railroad may, at its election, discharge the lien or claim of lien at Contractor's expense.

Section 5. PROTECTION OF FIBER OPTIC CABLE SYSTEMS.

A. Fiber optic cable systems may be buried on Railroad's property. Protection of the fiber optic cable systems is of extreme importance since any break could disrupt service to users resulting in business interruption and loss of revenue and profits. Contractor shall visit up.com/CBUD to complete and submit the required form to determine if fiber optic cable is buried anywhere on Railroad's property to be used by Contractor. If it is, Contractor will telephone the telecommunications company(ies) involved, make arrangements for a cable locator and, if applicable, for relocation or other protection of the fiber optic cable. Contractor shall not commence any Work until all such protection or relocation (if applicable) has been accomplished.

B. IN ADDITION TO OTHER INDEMNITY PROVISIONS IN THIS AGREEMENT, CONTRACTOR SHALL INDEMNIFY, DEFEND AND HOLD RAILROAD HARMLESS FROM AND AGAINST ALL COSTS, LIABILITY AND EXPENSE WHATSOEVER (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES, COURT COSTS AND EXPENSES) ARISING OUT OF ANY ACT OR OMISSION OF CONTRACTOR, ITS AGENTS AND/OR EMPLOYEES, THAT CAUSES OR CONTRIBUTES TO (1) ANY DAMAGE TO OR DESTRUCTION OF ANY TELECOMMUNICATIONS SYSTEM ON RAILROAD'S PROPERTY, AND/OR (2) ANY INJURY TO OR DEATH OF ANY PERSON EMPLOYED BY OR ON BEHALF OF ANY TELECOMMUNICATIONS COMPANY, AND/OR ITS CONTRACTOR, AGENTS AND/OR EMPLOYEES, ON RAILROAD'S PROPERTY. CONTRACTOR SHALL NOT HAVE OR SEEK RECOURSE AGAINST RAILROAD FOR ANY CLAIM OR CAUSE OF ACTION FOR ALLEGED LOSS OF PROFITS OR REVENUE OR LOSS OF SERVICE OR OTHER CONSEQUENTIAL DAMAGE TO A TELECOMMUNICATION COMPANY USING RAILROAD'S PROPERTY OR A CUSTOMER OR USER OF SERVICES OF THE FIBER OPTIC CABLE ON RAILROAD'S PROPERTY.

Section 6. PERMITS - COMPLIANCE WITH LAWS.

In the prosecution of the Work covered by this agreement, Contractor shall secure any and all necessary permits and shall comply with all applicable federal, state and local laws, regulations and enactments affecting the Work including, without limitation, all applicable Federal Railroad Administration regulations.

Section 7. SAFETY.

A. Safety of personnel, property, rail operations and the public is of paramount importance in the prosecution of any Work on Railroad property performed by Contractor. Contractor shall be responsible for initiating, maintaining and supervising all safety, operations and programs in connection with the Work. Contractor shall, at a minimum, comply with Railroad's then current safety standards located at the below web address ("Railroad's Safety Standards") to ensure uniformity with the safety standards followed by Railroad's own forces. As a part of Contractor's safety responsibilities, Contractor shall notify Railroad if Contractor determines that any of Railroad's Safety Standards are contrary to good safety practices. Contractor shall furnish copies of Railroad's Safety Standards to each of its employees before they enter Railroad property.

http://www.up.com/cs/groups/public/@uprr/@suppliers/documents/up_pdf_natedocs/pdf_up_supplier_safety_req.pdf

B. Without limitation of the provisions of paragraph A above, Contractor shall keep the job site free from safety and health hazards and ensure that its employees are competent and adequately trained in all safety and health aspects of the job.

C. Contractor shall have proper first aid supplies available on the job site so that prompt first aid services may be provided to any person injured on the job site. Contractor shall promptly notify Railroad of any U.S. Occupational Safety and Health Administration reportable injuries. Contractor shall have a nondelegable duty to control its employees while they are on the job site or any other property of Railroad, and to be certain they do not use, be under the influence of, or have in their possession any alcoholic beverage, drug or other substance that may inhibit the safe performance of any Work.

D. If and when requested by Railroad, Contractor shall deliver to Railroad a copy of Contractor's safety plan for conducting the Work (the "Safety Plan"). Railroad shall have the right, but not the obligation, to require Contractor to correct any deficiencies in the Safety Plan. The terms of this agreement shall control if there are any inconsistencies between this agreement and the Safety Plan.

Section 8. INDEMNITY.

A. TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW, CONTRACTOR SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS RAILROAD, ITS AFFILIATES, AND ITS AND THEIR OFFICERS, AGENTS AND EMPLOYEES (INDIVIDUALLY AN "INDEMNIFIED PARTY" OR COLLECTIVELY "INDEMNIFIED PARTIES") FROM AND AGAINST ANY AND ALL LOSS, DAMAGE, INJURY, LIABILITY, CLAIM, DEMAND, COST OR EXPENSE (INCLUDING, WITHOUT LIMITATION, ATTORNEY'S, CONSULTANT'S AND EXPERT'S FEES, AND COURT COSTS), FINE OR PENALTY (COLLECTIVELY, "LOSS") INCURRED BY ANY PERSON (INCLUDING, WITHOUT LIMITATION, ANY INDEMNIFIED PARTY, CONTRACTOR, OR ANY EMPLOYEE OF CONTRACTOR OR OF ANY INDEMNIFIED PARTY) ARISING OUT OF OR IN ANY MANNER CONNECTED WITH (I) ANY WORK PERFORMED BY CONTRACTOR, OR (II) ANY ACT OR OMISSION OF CONTRACTOR, ITS OFFICERS, AGENTS OR EMPLOYEES, OR (III) ANY BREACH OF THIS AGREEMENT BY CONTRACTOR.

B. THE RIGHT TO INDEMNITY UNDER THIS SECTION 8 SHALL ACCRUE UPON OCCURRENCE OF THE EVENT GIVING RISE TO THE LOSS, AND SHALL APPLY REGARDLESS OF ANY NEGLIGENCE OR STRICT LIABILITY OF ANY INDEMNIFIED PARTY, EXCEPT WHERE THE LOSS IS CAUSED BY THE SOLE ACTIVE NEGLIGENCE OF AN INDEMNIFIED PARTY AS ESTABLISHED BY THE FINAL JUDGMENT OF A COURT OF COMPETENT JURISDICTION. THE SOLE ACTIVE NEGLIGENCE OF ANY INDEMNIFIED PARTY SHALL NOT BAR THE RECOVERY OF ANY OTHER INDEMNIFIED PARTY.

C. CONTRACTOR EXPRESSLY AND SPECIFICALLY ASSUMES POTENTIAL LIABILITY UNDER THIS SECTION 8 FOR CLAIMS OR ACTIONS BROUGHT BY CONTRACTOR'S OWN EMPLOYEES. CONTRACTOR WAIVES ANY IMMUNITY IT MAY HAVE UNDER WORKER'S COMPENSATION OR INDUSTRIAL INSURANCE ACTS TO INDEMNIFY THE INDEMNIFIED PARTIES UNDER THIS SECTION 8. CONTRACTOR ACKNOWLEDGES THAT THIS WAIVER WAS MUTUALLY NEGOTIATED BY THE PARTIES HERETO.

D. NO COURT OR JURY FINDINGS IN ANY EMPLOYEE'S SUIT PURSUANT TO ANY WORKER'S COMPENSATION ACT OR THE FEDERAL EMPLOYERS' LIABILITY ACT AGAINST A PARTY

TO THIS AGREEMENT MAY BE RELIED UPON OR USED BY CONTRACTOR IN ANY ATTEMPT TO ASSERT LIABILITY AGAINST ANY INDEMNIFIED PARTY.

E. THE PROVISIONS OF THIS SECTION 8 SHALL SURVIVE THE COMPLETION OF ANY WORK PERFORMED BY CONTRACTOR OR THE TERMINATION OR EXPIRATION OF THIS AGREEMENT. IN NO EVENT SHALL THIS SECTION 8 OR ANY OTHER PROVISION OF THIS AGREEMENT BE DEEMED TO LIMIT ANY LIABILITY CONTRACTOR MAY HAVE TO ANY INDEMNIFIED PARTY BY STATUTE OR UNDER COMMON LAW.

Section 9. RESTORATION OF PROPERTY.

In the event Railroad authorizes Contractor to take down any fence of Railroad or in any manner move or disturb any of the other property of Railroad in connection with the Work to be performed by Contractor, then in that event Contractor shall, as soon as possible and at Contractor's sole expense, restore such fence and other property to the same condition as the same were in before such fence was taken down or such other property was moved or disturbed. Contractor shall remove all of Contractor's tools, equipment, rubbish and other materials from Railroad's property promptly upon completion of the Work, restoring Railroad's property to the same state and condition as when Contractor entered thereon.

Section 10. WAIVER OF DEFAULT.

Waiver by Railroad of any breach or default of any condition, covenant or agreement herein contained to be kept, observed and performed by Contractor shall in no way impair the right of Railroad to avail itself of any remedy for any subsequent breach or default.

Section 11. MODIFICATION - ENTIRE AGREEMENT.

No modification of this agreement shall be effective unless made in writing and signed by Contractor and Railroad. This agreement and the exhibits attached hereto and made a part hereof constitute the entire understanding between Contractor and Railroad and cancel and supersede any prior negotiations, understandings or agreements, whether written or oral, with respect to the Work to be performed by Contractor.

Section 12. ASSIGNMENT - SUBCONTRACTING.

Contractor shall not assign or subcontract this agreement, or any interest therein, without the written consent of the Railroad. Contractor shall be responsible for the acts and omissions of all subcontractors. Before Contractor commences any Work, the Contractor shall, except to the extent prohibited by law; (1) require each of its subcontractors to include the Contractor as "Additional Insured" on the subcontractor's Commercial General Liability policy and Umbrella or Excess policies (if applicable) with respect to all liabilities arising out of the subcontractor's performance of Work on behalf of the Contractor by endorsing these policies with ISO Additional Insured Endorsements CG 20 10, and CG 20 37 (or substitute forms providing equivalent coverage; (2) require each of its subcontractors to endorse their Commercial General Liability Policy with "Contractual Liability Railroads" ISO Form CG 24 17 10 01 (or a substitute form providing equivalent coverage) for the job site; and (3) require each of its subcontractors to endorse their Business Automobile Policy with "Coverage For Certain Operations In Connection With Railroads" ISO Form CA 20 70 10 01 (or a substitute form providing equivalent coverage) for the job site.

EXHIBIT C
TO
CONTRACTOR'S
RIGHT OF ENTRY AGREEMENT

Union Pacific Railroad Company
Insurance Requirements For
Contractor's Right of Entry Agreement

During the entire term of this Agreement and course of the Project, and until all Project Work on Railroad's property has been completed and all equipment and materials have been removed from Railroad's property and Railroad's property has been clean and restored to Railroad's satisfaction, Contractor shall, at its sole cost and expense, procure and maintain the following insurance coverage:

- A. Commercial General Liability insurance.** Commercial general liability (CGL) with a limit of not less than \$5,000,000 each occurrence and an aggregate limit of not less than \$10,000,000. CGL insurance must be written on ISO occurrence form CG 00 01 12 04 (or a substitute form providing equivalent coverage).

The policy must also contain the following endorsement, which must be stated on the certificate of insurance:

- Contractual Liability Railroads ISO form CG 24 17 10 01 (or a substitute form providing equivalent coverage) showing "Union Pacific Railroad Company Property" as the Designated Job Site.
- Designated Construction Project(s) General Aggregate Limit ISO Form CG 25 03 03 97 (or a substitute form providing equivalent coverage) showing the project on the form schedule.

- B. Business Automobile Coverage insurance.** Business auto coverage written on ISO form CA 00 01 10 01 (or a substitute form providing equivalent liability coverage) with a combined single limit of not less \$5,000,000 for each accident and coverage must include liability arising out of any auto (including owned, hired and non-owned autos).

The policy must contain the following endorsements, which must be stated on the certificate of insurance:

- Coverage For Certain Operations In Connection With Railroads ISO form CA 20 70 10 01 (or a substitute form providing equivalent coverage) showing "Union Pacific Property" as the Designated Job Site.
- Motor Carrier Act Endorsement - Hazardous materials clean up (MCS-90) if required by law.

- C. Workers' Compensation and Employers' Liability insurance.** Coverage must include but not be limited to:

- Contractor's statutory liability under the workers' compensation laws of the state where the Work is being performed.
- Employers' Liability (Part B) with limits of at least \$500,000 each accident, \$500,000 disease policy limit \$500,000 each employee.

If Contractor is self-insured, evidence of state approval and excess workers compensation coverage must be provided. Coverage must include liability arising out of the U. S. Longshoremen's and Harbor Workers' Act, the Jones Act, and the Outer Continental Shelf Land Act, if applicable.

- D. Railroad Protective Liability insurance.** Contractor must maintain "Railroad Protective Liability" (RPL) insurance written on ISO occurrence form CG 00 35 12 04 (or a substitute form providing equivalent coverage) on behalf of Railroad as named insured, with a limit of not less than \$2,000,000 per occurrence

and an aggregate of \$6,000,000. The definition of "JOB LOCATION" and "WORK" on the declaration page of the policy shall refer to this agreement and shall describe all WORK or OPERATIONS performed under this agreement. Contractor shall provide this agreement to Contractor's insurance agent(s) and/or broker(s) and Contractor shall instruct such agent(s) and/or broker(s) to procure the insurance coverage required by this agreement. A BINDER STATING THE POLICY IS IN PLACE MUST BE SUBMITTED TO RAILROAD BEFORE THE WORK MAY COMMENCE AND UNTIL THE ORIGINAL POLICY IS FORWARDED TO UNION PACIFIC RAILROAD.

- E. **Umbrella or Excess** insurance. If Contractor utilizes umbrella or excess policies, these policies must "follow form" and afford no less coverage than the primary policy.
- F. **Pollution Liability** insurance. Pollution liability coverage must be included when the scope of the Work as defined in the agreement includes installation, temporary storage, or disposal of any "hazardous" material that is injurious in or upon land, the atmosphere, or any watercourses; or may cause bodily injury at any time.

If required, coverage may be provided in separate policy form or by endorsement to Contractors CGL or RPL. Any form coverage must be equivalent to that provided in ISO form CG 24 15 "Limited Pollution Liability Extension Endorsement" or CG 28 31 "Pollution Exclusion Amendment" with limits of at least \$5,000,000 per occurrence and an aggregate limit of \$10,000,000.

If the scope of Work as defined in this agreement includes the disposal of any hazardous or non-hazardous materials from the job site, Contractor must furnish to Railroad evidence of pollution legal liability insurance maintained by the disposal site operator for losses arising from the insured facility accepting the materials, with coverage in minimum amounts of \$1,000,000 per loss, and an annual aggregate of \$2,000,000.

Other Requirements

- G. All policy(ies) required above (except business automobile, worker's compensation and employers liability) must include Railroad as "Additional Insured" using ISO Additional Insured Endorsements CG 20 10, and CG 20 37 (or substitute forms providing equivalent coverage). The coverage provided to Railroad as additional insured shall not be limited by Contractor's liability under the indemnity provisions of this agreement. BOTH CONTRACTOR AND RAILROAD EXPECT THAT UNION PACIFIC RAILROAD COMPANY WILL BE PROVIDED WITH THE BROADEST POSSIBLE COVERAGE AVAILABLE BY OPERATION OF LAW UNDER ISO ADDITIONAL INSURED FORMS CG 20 10 AND CG 20 37.
- H. Punitive damages exclusion, if any, must be deleted (and the deletion indicated on the certificate of insurance), unless (a) insurance coverage may not lawfully be obtained for any punitive damages that may arise under this agreement, or (b) all punitive damages are prohibited by all states in which this agreement will be performed.
- I. Contractor waives all rights of recovery, and its insurers also waive all rights of subrogation of damages against Railroad and its agents, officers, directors and employees for damages covered by the workers compensation and employers liability or commercial umbrella or excess liability obtained by Contractor required in this agreement where prohibited by law. This waiver must be stated on the certificate of insurance.
- J. Prior to commencing the Work, Contractor shall furnish Railroad with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements in this agreement.

- K.** All insurance policies must be written by a reputable insurance company acceptable to Railroad or with a current Best's Insurance Guide Rating of A- and Class VII or better, and authorized to do business in the state where the Work is being performed.
- L.** The fact that insurance is obtained by Contractor or by Railroad on behalf of Contractor will not be deemed to release or diminish the liability of Contractor, including, without limitation, liability under the indemnity provisions of this agreement. Damages recoverable by Railroad from Contractor or any third party will not be limited by the amount of the required insurance coverage.

15. Closed Session to discuss deployment of security personnel, devices, or systems per Utah Code 52-4-205(1)(f). This session is closed to the general public.

Role call vote required to go into a closed session.

- 16. Review & Action: Master Services Agreement; Flock Group, Inc..** The Council will review and consider a Master Services Agreement between Lindon City and Flock Group, Inc. for installation of a camera system to assist in security and policing activities within Lindon City.
(5 Minutes)

The service provider (Flock Group) has indicated that some proprietary business information is contained within their contract and has requested that portions of this contract remain private. The contract is not included in this public staff report, but has been provided to the City Council members separately from the staff report for their review and consideration.

ADJOURN