

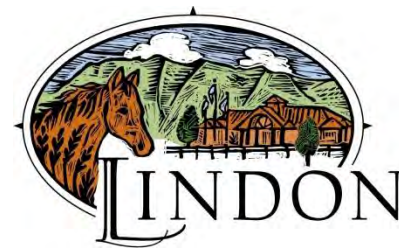


Lindon City Council Staff Report

Prepared by Lindon City
Administration

June 2, 2025

Notice of Meeting of the Lindon City Council



The Lindon City Council will hold a meeting at **5:15 pm on Monday, June 2, 2025** 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: Jake Hoyt, Councilmember
Pledge of Allegiance: By invitation

1. Call to Order / Roll Call

2. Presentations and Announcements:

- a) **Employee of the Quarter Recognition:** The council will recognize Derek Clegg, PD Detective, and John Ogden, IT Systems Administrator who were nominated by coworkers for this recognition.
- b) Comments / Announcements from Mayor and Council members.

3. Open Session for Public Comment (*For items not listed on the agenda*)

4. Council Reports

5. Administrator's Report

6. Approval of Minutes — The minutes of City Council meeting from May 19, 2025.

7. Consent Agenda — (*Items do not require public comment or discussion and can all be approved by a single motion.*) The following consent agenda was presented for approval:

- a) **MAG, Senior Meals contract for FY2026**

8. Public Hearing: Cemetery Ordinance update, LCC 8.32; Ordinance #2025-6-O. The City Council will review and consider changes to the cemetery ordinance to allow urns to be buried overtop of caskets on the same plot.

9. Closed Session - The City Council will discuss potential purchase or sale of real property and pending or possible litigation per Utah Code 52-4-205(1)(e) & 52-4-205(1)(c). This session is closed to the general public.

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.lindon.gov. 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.lindon.gov) websites.

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

Date: **May 29, 2025; Time: 4:30 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: Van Broderick, Mayor pro tem

Invocation: Jake Hoyt, Councilmember

Pledge: By invitation

Item 1 – Call to Order / Roll Call

June 2, 2025 Lindon City Council meeting.

Carolyn Lundberg - absent

Van Broderick

Cole Hooley - absent

Jake Hoyt

Lincoln Jacobs

Steve Stewart

Item 2 – Presentations and Announcements

- a) **Employee of the Quarter Recognition:** The council will recognize Derek Clegg, PD Detective, and John Ogden, IT Systems Administrator, who were nominated by coworkers for this recognition.
- a) Comments / Announcements from Mayor and Council members.

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

Item 4 - COUNCIL REPORTS:

(20 minutes)

- A) MAG/MPO, COG, UIA, ULA, ULCT, Youth Council, School Dist (Mayor), Public Relations (media)
- B) Public Works/Eng., Irrigation Co. Representative, Cemetery, Facilities/Building
- C) CTC, Healthy Utah, School District Liaison (Council), Historical Commission, Tree Board
- D) Police/Fire/EMS, CERT, Economic Dev., Lindon Days, Utah League of Cities & Towns Alternate
- E) Transfer Station Board, Planning Commission, Community Development/General Plan, Parks & Trails
- F) Youth Council (Lead Advisor), Econ. Dev, PG/Lindon Chamber of Comm., Senior Center, Edu. grants

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

Item 5 - ADMINISTRATOR'S REPORT*(10 minutes)***Misc. Updates:**

- July Newsletter article – Cole Hooley
- Next regular meeting: June 16th
- Parks & Rec, Summer Kick-off Party, June 4th, 1:00-3:00pm, Fryer Park
- Misc. Items.

Item 6 – Approval of Minutes

- Review and approval of City Council minutes: **May 19, 2025.**

2 The Lindon City Council regularly scheduled meeting on **Monday, May 19, 2025, 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: Venna Orme

<p>12 <u>PRESENT</u> Carolyn Lundberg, Mayor 14 Van Broderick, Councilmember Jake Hoyt, Councilmember – <i>arrived at 5:20 p.m.</i> 16 Steve Stewart, Councilmember Lincoln Jacobs, Councilmember 18 Cole Hooley, Councilmember Mike Florence, Community Dev. Director 20 Kristen Aaron, Finance Director Brian Haws, City Attorney 22 Britni Laidler, City Recorder</p>	<p><u>EXCUSED</u> Adam Cowie, City Administrator</p>
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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) **Lindon Days Jr. Rodeo Royalty-** The recently held Lindon Rodeo Royalty
 30 Competition winners were introduced. Jaina Johnson, the Lindon Days Junior
 Royal Royalty Queen, thanked the council for funding the royalty program.
 32 She explained that the competition included horsemanship, interviews,
 speeches, modeling, and impromptu questions. She then invited everyone to
 34 attend the rodeo on July 31st. Carly Nelson, the first attendant, spoke about the
 upcoming trail ride in Provo Canyon followed by Emma Hopkins, the second
 attendant, discussing the cowgirl clinic at the Lindon Arena.

36 Mayor Lundberg praised the program for representing Lindon's "little bit of
 38 country" heritage and thanked Shawnee Rasmussen for her dedication to
 organizing the event.

40 b) **Youth Council.** Councilmember Stewart introduced the new Lindon Youth
 42 Council, consisting of 18 members, including 5 returning and 13 new
 members. Mayor Lundberg highlighted the Youth Council's recent
 44 participation in a mock debate at the state legislature, where they discussed
 housing issues. She noted that their debate topic has become an actual

legislative conversation.

c) **Lindon CTC Program.** Jamie Jensen, Lindon Senior & CTC Coordinator, presented an update on the Communities That Care (CTC) program. She highlighted the program's growth and impact on the community. Mr. Jensen then stated that the CTC program aims to create connection, attachment, and engagement within the community. They are focusing on two protective factors: pro-social involvement and family attachment. Jensen introduced their summer campaign to the council. Ms. Jensen then closed by inviting the council to be the first to join the movement by signing the banner and wearing the bracelets.

d) **North Pointe Solid Waste Special Service District.** Neil Schwendiman from North Pointe Solid Waste Special Service District presented an update on their facility and Lindon's solid waste program. Mr. Schwendiman announced a planned \$1.50 per ton increase in fees, effective July 1st. He also mentioned that the district is in the design phase of improving the transfer station facility to expand the building and improve traffic flow.

3. **Open Session for Public Comment** – Mayor Lundberg called for any public comments. The following comments were made:

Carleen Veenker – a resident at 276 East 140 North, requested an ordinance amendment to allow her to put a cover over her front steps, which become icy and dangerous during winter. Mike Florence, Community Development Director, confirmed that Ms. Veenker has applied for an ordinance amendment, which is currently being researched and will be presented to the planning commission and then to the council for review.

John Williams – asked if the potential amendment could be made into a city-wide ordinance to make it easier for future similar requests. The council and staff discussed the process and assured that they would consider the broader implications of such an amendment.

4. **COUNCIL REPORTS:**

Councilmember Hoyt – Councilmember Hoyt reported on the police department's recent awards night, praising the strong camaraderie and culture within the department. He expressed that such an environment helps retain personnel. Councilmember Hoyt also reminded council members to seek sponsors for Lindon Days as part of their responsibilities.

Councilmember Broderick – Councilmember Broderick discussed the progress of the 2000 West project, expecting its completion by the end of the month. He noted the project's complexity and expressed appreciation for the businesses impacted by

2 construction. Councilmember Broderick also complimented the installation of concrete
caps on the planter boxes along Center Street.

4 **Councilmember Stewart** – Councilmember Stewart expressed enthusiasm for the Youth
Council's recent activities, highlighting their excitement and readiness to plant flowers
6 and participate in tasks that build camaraderie among members and a give a sense of
responsibility. Additionally, Councilmember Stewart highlighted the senior programs at
8 the Lindon Senior Center, overseen by Jamie Jensen.

10 **Councilmember Jacobs** - Councilmember Jacobs provided updates from North Point
Solid Waste, noting the district's construction efforts for a new, modern facility. He
mentioned the Parks and Recreation department, announcing the opening of the pool on
12 Saturday, May 24th, and the completion of soccer season.

14 **Councilmember Hooley** – Councilmember Hooley updated the council on the interlocal
meeting with the school district, focusing on providing the newly elected school board
with resources to make informed decisions. He mentioned the historical commission's
16 ongoing projects and the tree board's efforts to plant new trees early in the season.

18 **Mayor Lundberg** – Mayor Lundberg reminded everyone about the upcoming Memorial
Day ceremony, which includes a 21-gun salute, music, and speaker, urging all to
participate in the community event. She also joyfully acknowledged the upcoming
20 opening of the aquatic center.

22 **Administrator's Report**

24 Mr. Cowie reported on the following items:

- June Newsletter article – Steve Stewart
- 26 • Next regular meeting – June 2nd
- Aquatics Center opens Saturday, May 2th
- 28 • Memorial Day Ceremony, May 26th @ 9:00am @ Lindon Cemetery
- Misc. Items

30
32 **5. Approval of Minutes** – The minutes of the regular City Council meeting of May
5, 2025.

34 COUNCILMEMBER HOYT MOVED TO APPROVE THE MINUTES OF THE
REGULAR CITY COUNCIL MEETING OF MAY 5, 2025 AS PRESENTED.
36 COUNCILMEMBER BRODERICK SECONDED THE MOTION. THE VOTE WAS
RECORDED AS FOLLOWS:

38 COUNCILMEMBER HOYT	AYE
COUNCILMEMBER BRODERICK	AYE
40 COUNCILMEMBER JACOBS	AYE
COUNCILMEMBER STEWART	AYE

COUNCILMEMBER HOOLEY AYE
THE MOTION CARRIED UNANIMOUSLY.

7. Consent Agenda Items - 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.

a) **JustServe City Proclamation.** The Council will review and consider a proclamation to commit to volunteerism in Lindon and participate in the JustServe City program.

b) **Surplus Equipment Disposal;** Resolution #2025-10-R

COUNCILMEMBER BRODERICK MOVED TO APPROVE THE CONSENT AGENDA ITEMS AS PRESENTED. COUNCILMEMBER STEWART SECONDED THE MOTION. THE MOTION CARRIED.

CURRENT BUSINESS

8. Public Hearing: Market Farm Ordinance; Ordinance #2025-5-O. Brian and Chelsea Beutler request the city adopt a new ordinance that will allow small scale urban farms (market farms), seasonal and pick-your-own horticultural sales, and educational classes in a residential zone.

COUNCILMEMBER HOYT MOVED TO OPEN THE PUBLIC HEARING. COUNCILMEMBER BRODERICK SECONDED THE MOTION. THE MOTION CARRIED.

Mike Florece, Community Development Director, presented this item and noted that the applicant Brian and Chelsea Beutler were present to answer any questions the council may have. He began by presenting the proposed Market Farm Ordinance noting that this ordinance aims to allow small-scale urban farms, seasonal and pick-your-own horticultural sales, and educational classes in residential zones, specifically the R1-20 zone. Mr. Florence clarified that the ordinance defines a market farm as a small-scale urban agricultural use operated by a homeowner, permitting the cultivation of fruits, vegetables, plants, flowers, herbs, and animal products, as well as providing educational opportunities and farm experience events.

Mr. Florence then went on to state that the ordinance outlines that such market farms must be operated from a legal on-site residence and are limited to a maximum acreage of 2-acres. Additionally, any necessary structures must adhere to the typical setbacks, such as the 30-foot front yard setback, similar to typical residential requirements. Mr. Florence noted that the public access for these market farms would be restricted to the hours of 7 am to 9 pm, ensuring minimal disturbance to neighboring

2 residents. He closed by stating that the ordinance also allows for up to two employees or
the equivalent in part-time staff, and specifies provisions for parking, including up to 14
4 parking stalls using on-site and frontage parking spaces.

6 Mr. Florence then turned the time over to Brian and Chelsea Beutler who stated
that they plan to develop this into a small urban farm business deeply integrated with the
8 community. The Beutler's went on to say that they aim to create a warm, inviting space
where the community can gather, explore, and appreciate local agriculture. Ms. Beutler
10 noted that they intend to grow and sell their own farm-related products such as flowers
and eggs, while also conducting educational classes focused on farming techniques and
12 floral arrangement without the involvement of external vendors and feels this initiative
aligns with their vision of fostering a farm experience that embodies and sustains
14 Lindon's rich agricultural heritage. Ms. Beutler stated that by transforming the property
into a farm, they hope to foster community connections, offering events like flower-
16 picking and small, educational workshops. The Beutler's closed by stating that their
efforts focus on creating a place that merges aesthetic appeal with agricultural
18 productivity, reflecting Lindon's character as a city that values its "little bit of country."

20 Councilmember Hoyt noted the necessity of monitoring the initial implementation
closely, viewing the Beutler's as pioneers and encouraging them to share feedback and
22 any potential challenges as the ordinance took effect. Councilmember Stewart inquired
about the potential impact on neighbors, prompting Brian and Chelsea Beutler to confirm
24 that the response had been overwhelmingly positive, emphasizing the beauty and order
their project had brought to the area. The council also discussed the practical aspects such
26 as traffic and parking, comparing them to similar small-scale home operations like
preschools, with the overall consensus being that the ordinance adequately addressed
28 these issues.

30 Councilmember Hooley raised questions about the parameters that may be in
place for enforcement should the scope of operations expand beyond the ordinance's
32 provisions. Mr. Florence addressed these by detailing the ordinance's built-in controls,
such as conditional use permits tailored specifically to residential zones, ensuring
34 compliance and adaptability. In the end, the ordinance was seen as a model that could
successfully maintain residential harmony while nurturing urban agriculture initiatives.
36

38 Mayor Lundberg asked for any public comment. Hearing none, she called for a
motion to close the public hearing.

40 COUNCILMEMBER HOYT MOVED TO CLOSE THE PUBLIC HEARING.
COUNCILMEMBER BRODERICK SECONDED THE MOTION. THE MOTION
42 CARRIED.

44 Mayor Lundberg asked for any further comment from the council. Hearing none,
she called for a motion.

COUNCILMEMBER JACOBS MOVED TO APPROVE ORDINANCE 2025-5-O AS PRESENTED. COUNCILMEMBER STEWART SECONDED THE MOTION. THE VOTE WAS RECORDED AS FOLLOWS:

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

THE MOTION CARRIED

- 9. Public Hearing: Amend the Lindon City General Plan Land Use Map from General Commercial to Low Density Residential. Ordinance #2025-03-O.** A request by Todd Trane, with Millhaven Development, to designate the western portion of parcels 14:069:0331 and 14:069:0332 as Low Density Residential, while retaining the General Commercial designation for the remainder. The proposed boundary adjustment aligns with the proposed zoning amendment.

Mike Florence, Community Development Director, presented this item and noted that Jeremy Ackley was present representing the applicant. Mr. Florence began by stating that this proposal would change a portion of parcels 14:069:0331 and 14:069:0332 from General Commercial to Low Density Residential. He then noted that historically, the area has been marked by split zoning, meaning that the zone didn't match the parcel boundaries, leaving some parcels with mixed zones.

Mr. Florence then turned the time over to Mr. Ackley who explained that the primary goal is to expand residential lots from half-acre to nearly one-acre lots, most notably the property at 158 East. He then stated that this expansion aims to enhance residential appeal by providing for larger lot sizes, aligning with community desires for larger lot instead of high density. Mr. Ackley noted that a small portion of the land would be retained for future commercial development, reflecting a balance between maintaining residential character and allowing for commercial growth.

The Council members inquired about several key aspects of the proposal and discussed the potential impact on neighboring properties, particularly concerning traffic and infrastructure on 40 South, a narrow street with limited curb and gutter facilities. Mr. Florence noted that in the previous Planning Commission meeting, neighbors voiced concerns about semi-truck traffic on the road and stated that these issues would need to be addressed during future commercial planning phases.

Jeremy Ackley assured the council that their immediate focus was on residential development and that any commercial plans were conceptual at this stage, without immediate implementation.

2 The council also considered the process for future zoning changes, emphasizing
 4 that any commercial development would require a separate approval process, including
 6 addressing residents' concerns and planning for infrastructure improvements. Following
 8 general discussion, the proposal received favorable discussion from the council,
 recognizing the benefit of slightly larger residential lots while maintaining opportunities
 for commercial endeavors in a manner that supports community growth and development
 objectives.

10 COUNCILMEMBER JACOBS MOVED TO OPEN THE PUBLIC HEARING.
 12 COUNCILMEMBER BRODERICK SECONDED THE MOTION. THE MOTION
 CARRIED.

14 Mayor Lundberg asked for any public comment. Hearing none, she called for a
 motion to close the public hearing.

16 COUNCILMEMBER HOYT MOVED TO CLOSE THE PUBLIC HEARING.
 18 COUNCILMEMBER JACOBS SECONDED THE MOTION. THE MOTION
 CARRIED.

20 Mayor Lundberg asked for any further comment from the council. Hearing none,
 22 she called for a motion.

24 COUNCILMEMBER JACOBS MOVED TO APPROVE ORDINANCE 2025-
 03-O TO AMEND THE LINDON CITY GENERAL PLAN FUTURE LAND USE FOR
 26 PARCELS 14:069:0331 & 14:069:0332 AS INDICATED IN THE ADOPTING
 ORDINANCE WITH THE FOLLOWING CONDITIONS: 1. ALL ITEMS OF THE
 28 STAFF REPORT. COUNCILMEMBER HOYT SECONDED THE MOTION. THE
 VOTE WAS RECORDED AS FOLLOWS:

30 COUNCILMEMBER HOYT	AYE
COUNCILMEMBER BRODERICK	AYE
32 COUNCILMEMBER HOOLEY	AYE
COUNCILMEMBER STEWART	AYE
34 COUNCILMEMBER JACOBS	AYE

THE MOTION CARRIED

36
 38 **10. Public Hearing: Amend the Lindon City R1-20 and General Commercial
 Zoning Map boundaries. Ordinance #2025-04-O.** A request by Todd Trane to
 40 adjust the zoning boundary between General Commercial and Residential R1-20
 to follow the property lines for parcels 14:069:0331 and 14:069:0332.

42 COUNCILMEMBER HOYT MOVED TO OPEN THE PUBLIC HEARING.
 44 COUNCILMEMBER BRODERICK SECONDED THE MOTION. THE MOTION
 CARRIED.

2 *This was presented in AGENDA ITEM #9*

4 Mayor Lundberg asked for any further comment from the public. Hearing none,
she called for a motion to close the public hearing.

6 COUNCILMEMBER HOYT MOVED TO CLOSE THE PUBLIC HEARING.
8 COUNCILMEMBER STEWART SECONDED THE MOTION. THE MOTION
CARRIED.

10 Mayor Lundberg asked for any further comment from the council. Hearing none,
12 she called for a motion.

14 COUNCILMEMBER HOYT MOVED TO APPROVE ORDINANCE 2025-04-O
TO AMEND THE LINDON CITY ZONING MAP AND ADJUST THE R1-20 AND
16 GENERAL COMMERCIAL ZONING BOUNDARIES AS IDENTIFIED IN THE
ORDINANCE WITH THE FOLLOWING CONDITIONS: 1. ALL ITEMS OF THE
18 STAFF REPORT. COUNCILMEMBER JACOBS SECONDED THE MOTION. THE
VOTE WAS RECORDED AS FOLLOWS:

20 COUNCILMEMBER HOYT AYE
COUNCILMEMBER BRODERICK AYE
22 COUNCILMEMBER HOOLEY AYE
COUNCILMEMBER STEWART AYE
24 COUNCILMEMBER JACOBS AYE
THE MOTION CARRIED

26 **11. Public Hearing: FY2025-26 Proposed Budget; Amend FY2025 Budget;**
28 **Resolution #2025-11-R.** The City Council will accept public comment as it
reviews and considers adoption of its FY2026 Proposed Budget and acts to amend
30 the FY2025 budget and fee schedule. A public hearing will be held on June 16,
2025 to amend the FY2025 budget and to adopt the FY2026 Final Budget.

32 COUNCILMEMBER BRODERICK MOVED TO OPEN THE PUBLIC
34 HEARING. COUNCILMEMBER STEWART SECONDED THE MOTION. THE
MOTION CARRIED.

36 Kristen Aaron, Finance Director, presented the proposed FY2025-26 budget and
38 amendments to the FY2025 budget with the following key points:

- 40 1. A transfer of \$1 million from the general fund to the road fund.
42 2. Total proposed budget of \$46.4 million for FY2025-26.
3. Utility rate increases for water, sewer, and stormwater.
44 4. Personnel changes, including a 2.5% cost of living allowance and 2.6% merit
increase.

- 2 5. Capital expenditures in various funds, including road improvements, cemetery
expansion, and water infrastructure projects.

4 Council members discussed various aspects of the budget, including:

- 6 • The difference between revenue and expenditures
- 7 • Fund balance projections and management
- 8 • Potential bonding for water projects
- 9 • Road project priorities

10 Council members deliberated on numerous road project priorities, such as plans to
12 improve the 135 West area. The inclusion of significant capital projects was emphasized
14 as crucial for meeting community service demands while responsibly managing fiscal
resources.

16 Mayor Lundberg asked for any further comment from the public. Hearing none,
she called for a motion to close the public hearing.

18 COUNCILMEMBER BRODERICK MOVED TO CLOSE THE PUBLIC
20 HEARING. COUNCILMEMBER JACOBS SECONDED THE MOTION. THE
MOTION CARRIED.

22 COUNCILMEMBER BRODERICK MOVED TO OPEN THE PUBLIC
24 HEARING. COUNCILMEMBER STEWART SECONDED THE MOTION. THE
MOTION CARRIED.

26 Mayor Lundberg asked for any further comment from the public. Hearing none,
28 she called for a motion to close the public hearing.

30 COUNCILMEMBER HOYT MOVED TO OPEN THE PUBLIC HEARING.
32 COUNCILMEMBER STEWART SECONDED THE MOTION. THE MOTION
CARRIED.

34 Mayor Lundberg asked for any further comment from the council. Hearing none
36 she called for a motion.

38 COUNCILMEMBER HOYT MOVED TO APPROVE RESOLUTION #2025-
11-R APPROVING THE FY2025-26 PROPOSED BUDGET AND AMENDING THE
40 FY2025 BUDGET AS PRESENTED. COUNCILMEMBER JACOBS SECONDED
THE MOTION. THE VOTE WAS RECORDED AS FOLLOWS:

42	COUNCILMEMBER HOYT	AYE
	COUNCILMEMBER BRODERICK	AYE
44	COUNCILMEMBER HOOLEY	AYE
	COUNCILMEMBER STEWART	AYE

2 COUNCILMEMBER JACOBS AYE
 THE MOTION CARRIED

4

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

6

COUNCILMEMBER HOYT MOVED TO RECESS THE LINDON CITY
 COUNCIL MEETING AND CONVENE AS THE LINDON CITY RDA.
 COUNCILMEMBER BRODERICK SECONDED THE MOTION. THE VOTE WAS
 RECORDED AS FOLLOWS:

10 COUNCILMEMBER HOYT AYE
 12 COUNCILMEMBER HOOLEY AYE
 COUNCILMEMBER JACOBS AYE
 14 COUNCILMEMBER BRODERICK AYE
 COUNCILMEMBER STEWART AYE
 16 THE MOTION CARRIED UNANIMOUSLY.

18 COUNCILMEMBER HOYT MOVED TO ADJOURN THE LINDON CITY
 RDA MEETING AND RECONVENE THE LINDON CITY COUNCIL MEETING.
 20 COUNCILMEMBER JACOBS SECONDED THE MOTION. THE VOTE WAS
 RECORDED AS FOLLOWS:

22 COUNCILMEMBER HOYT AYE
 COUNCILMEMBER HOOLEY AYE
 24 COUNCILMEMBER JACOBS AYE
 COUNCILMEMBER BRODERICK AYE
 26 COUNCILMEMBER STEWART AYE
 THE MOTION CARRIED UNANIMOUSLY.

28

13. Closed Session - The City Council will discuss potential purchase or sale of real
 property and pending or possible litigation per Utah Code 52-4-205(1)(e) & 52-4-
 205(1)(c). This session is closed to the general public.

32

COUNCILMEMBER HOYT MOVED TO ENTER A CLOSED SESSION.
 34 COUNCILMEMBER BRODERICK SECONDED THE MOTION.
 THE VOTE WAS RECORDED AS FOLLOWS:

36 COUNCILMEMBER BRODERICK AYE
 COUNCILMEMBER JACOBS AYE
 38 COUNCILMEMBER HOOLEY AYE
 COUNCILMEMBER STEWART AYE
 40 COUNCILMEMBER HOYT AYE
 THE MOTION CARRIED UNANIMOUSLY.

42

COUNCILMEMBER BRODERICK MOVED TO CLOSE THE CLOSED
 44 SESSION AND RECONVENE THE REGULAR CITY COUNCIL MEETING.

2 COUNCILMEMBER STEWART SECONDED THE MOTION. THE VOTE WAS
RECORDED AS FOLLOWS:

4 COUNCILMEMBER BRODERICK AYE

COUNCILMEMBER JACOBS AYE

6 COUNCILMEMBER HOOLEY AYE

COUNCILMEMBER STEWART AYE

8 COUNCILMEMBER HOYT AYE

THE MOTION CARRIED UNANIMOUSLY.

10 **Adjourn –**

12 COUNCILMEMBER BRODERICK MOVED TO ADJOURN THE MEETING
14 AT 7:45 PM. COUNCILMEMBER JACOBS SECONDED THE MOTION. ALL
PRESENT VOTED IN FAVOR. THE MOTION CARRIED.

16
18 Approved – June 2, 2025

20
22

Britni Laidler, City Recorder

24

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.

- **MAG, Senior Meals Contract for FY2026.** The Council will review and consider a contract with Mountainland Association of Governments (MAG) for financial support of Lindon's Senior Center lunch programs and Meals on Wheels services.

Sample Motion: I move to (*approve, continue, deny*) the consent agenda items (*as presented or amended*).



MAG

Expert Resources. Enriching Lives.

CONTRACT FOR SERVICES PROVIDED BY:

Lindon Senior Center

for

MAG's Meals on Wheels Congregate Meal Program

FISCAL YEAR 2026

(July 1, 2025 - June 30, 2026)



MAG
MEALS ON WHEELS

CONTRACT FOR SERVICES PROVIDED BY SENIOR CENTER

1. **CONTRACTING PARTIES:** This contract is between Mountainland Association of Governments, 586 East 800 North, Orem, Utah 84097, referred to as MAG, and Lindon City Corporation, 100 N State St, Lindon, UT, 84042, referred to as Contractor.
2. **PURPOSE AND SCOPE OF CONTRACT:** To provide access and nutrition services to individuals 60 years of age and older (including spouses of any age of such individuals) as described in Part II.
3. **CONTRACT PERIOD:** This contract is effective as of July 1, 2025 and terminates on June 30, 2026, unless terminated sooner in accordance with the terms and conditions of this contract.
4. **PART I:** General Provisions
5. **PART II:** Description of Services and Additional Conditions
6. **PART III:** Contract Costs, Billing, and Payment Information
7. **PART IV:** Provisions
8. **CONTRACTOR HAS NOT ALTERED THIS CONTRACT:** By signing this contract, the Contractor represents that neither it nor its employees or representatives have in any way altered the language or provisions in the contract and that this contract contains exactly the same provisions that appeared in this document and its attachments when MAG originally sent it to the Contractor.
9. **DOCUMENTS INCORPORATED INTO THIS CONTRACT BY REFERENCE BUT NOT ATTACHED:**
 - a. All documents specified in this contract and its attachments; MAG's Meals on Wheels Congregate Program Manual
 - b. All statutes, regulations, or governmental policies that apply to the Contractor or to the services performed under this contract, including any applicable laws relating to fair labor standards, the safety of the Contractor's employees and others, zoning, business permits, taxes, licenses, and incorporation or partnership. The Contractor acknowledges that it is responsible for familiarizing itself with these laws and procedures and complying with them.
10. **AUTHORITY OF PERSON SIGNING FOR THE CONTRACTOR:** The Contractor represents that the person who has signed this contract on behalf of the Contractor has full legal authority to bind the Contractor and to execute this contract.

IN WITNESS WHEREOF, the parties sign and cause this contract to be executed.

CONTRACTOR:

Contractor Signature Date

Type/Print Contractor's Name and Title

WITNESS:

Witness Signature Date

Employee or officer authorized by Contractor to sign reports and invoices (if not already signatory above)

Signature
Date

Please print or type name

MAG:

Michelle Carroll Date
Executive Director

APPROVED AS TO COMPLIANCE WITH THE AREA PLAN:

Jimmy Golding Date
te
Co- Deputy Director, Aging and Family Services Department

APPROVED AS TO AVAILABILITY OF FUNDS:

April Crane Date
te
Director of Finance and Operations

APPROVED AS TO FORM:

Jayme L. Blakesley Date
Legal Counsel for MAG



PART I - GENERAL PROVISIONS

1. **PROTECTION AGAINST LIABILITY- GOVERNMENTAL ENTITY:**

- a. **Contractor and the Utah Governmental Immunity Act:** Consistent with the terms of the Governmental Immunity Act (Title 63, Chapter 30 of the Utah Code), the Contractor and MAG are each only responsible and liable for the wrongful or negligent acts which that party itself commits or which are committed by its agents, officials, or employees. Neither party waives any defenses otherwise available under the Governmental Immunity Act. If the Contractor has a Subcontractor, that Subcontractor shall comply with the insurance and indemnification requirements of this contract, unless the Subcontractor is also a Utah governmental entity, in which case this paragraph (a) shall apply.

- b. **Indemnification:** Regardless of the type of insurance required by this section, the Contractor and (where applicable, the Subcontractor) shall provide the following indemnification:

Indemnification by the Contractor and Subcontractor: The Contractor (and where applicable, the Subcontractor) shall defend, hold harmless and indemnify MAG and their respective employees, agents, volunteers and invitees from and against all claims resulting from Contractor's (and where applicable, Subcontractor's) negligent or wrongful conduct under this contract, but in no event shall the indemnification obligation of either party exceed the amount set forth in Section 63-30-34 of the Utah Governmental Immunity Act or any similar statute in effect when a judgment is entered. Personal injury or property damage shall have the same meaning as defined in the Utah Governmental Immunity Act. This contract shall not be construed with respect to third parties as a waiver of any governmental immunity to which a party to this contract is otherwise entitled. If the Subcontractor is a governmental entity of the State of Utah, this paragraph shall apply.

The Contractor shall provide MAG with a copy of its liability insurance, and shall add MAG as an additional named insured under such policy.

2. **WORKERS COMPENSATION ACT:** The Contractor and its Subcontractors shall comply with the Utah Workers Compensation Act (Title 34A, Chapter 2 of the Utah Code) which requires employers to provide Workers Compensation coverage for their employees.

The Contractor will provide MAG with a copy of the insurance as well as provide MAG with a copy of its Subcontractors' Workers Compensation Insurance.

3. **EMERGENCY MANAGEMENT AND BUSINESS CONTINUITY PLAN:** The Contractor shall use qualified personnel to perform all services in conformity with the requirements of this contract and generally recognized standards. The Contractor represents that it has developed an emergency management and business continuity plan that allows the Contractor to continue to operate critical functions or processes during or following an emergency, and the Contractor acknowledges that DHHS/MAG may rely upon this representation. The Contractor shall evaluate its emergency management and business continuity plan at least annually and shall modify that plan as appropriate.

4. **COMPLIANCE WITH LICENSING STANDARDS AND OTHER LAWS:** The Contractor represents that it currently meets all applicable licensing standards and other requirements of federal and state law, and all applicable ordinances of the city or county in which services or care is provided. The Contractor shall continue to comply with all such applicable standards, requirements and ordinances during the term of this contract, and if the Contractor fails to do so, MAG may terminate this contract immediately.
5. **COMPLIANCE WITH DHHS' PROVIDER CODE OF CONDUCT:** The Contractor shall follow and enforce DHHS' Provider Code of Conduct. The DHHS Provider Code of Conduct may be found at the following website: <https://public.powerdms.com/UTAHDHHS/tree/documents/1320951>
6. **RESTRICTIONS ON CONFLICTS OF INTEREST:** The purpose of this Section is to assure that the goods and services provided to MAG under this contract afford MAG a commercially reasonable level of quality and cost. These provisions prohibit Contractors and anyone acting on their behalf from using their employment with the State of Utah or MAG or their relationship with others, including potential Subcontractors, to enter into any transaction or arrangement that is improper or gives the appearance of being improper because of that person's State or MAG's employment or relationship with a third party.
7. **MONITORING AND REPORTING REQUIREMENTS FOR CONFLICT OF INTEREST:**
 - a. The Contractor certifies by signing this contract that the goods to be provided are of a commercially reasonable level of quality and cost and the Contractor's employment of relationship with MAG, the State of Utah, or anyone else is not improper or gives the appearance of being improper.
 - b. Give MAG a Disclosure Form that identifies any existing and new conflicts of interest that relate to this contract and are worth \$2,000.00 or more, and then obtain prior approval from MAG before entering into transactions or decisions involving these conflicts of interest.
8. **RECORD-KEEPING AND REPORTING REQUIREMENTS:** The Contractor shall retain all records related to this contract in accordance with the Utah Government Records Access and Management Act ("GRAMA": Title 63, Chapter 2 of the Utah Code). The Contractor shall maintain or shall supervise the maintenance of all records necessary for the proper and efficient operation of the programs covered by this contract, including records relating to applications, determination of clients' eligibility (if applicable), the provision of services and administrative costs, and any other records, such as statistical and fiscal records, necessary for complying with the reporting and accountability requirements of this contract.
9. **RETENTION AND DESTRUCTION OF RECORDS RELATED TO THIS CONTRACT:** The Contractor shall retain all records related to this contract for a four-year period and destroy.
 - a. **Access Rights to Contract-Related Records:** The Contractor acknowledges that DHHS/MAG reserves the right to inspect all records relating to this contract, and the Contractor shall not do anything to limit or interfere with DHHS/MAG's access rights, except as expressly provided by law. Physical security measures must be made to maintain confidentiality of records, such as a locked cabinet and only accessible by authorized personnel.
 - b. **Disclosure of Record:** Disclosure of records is subject to federal law or other provisions of state law. Records requests for information pertaining to the contract or documentation must

comply with Utah Code 63G-2-107. DHHS/MAG and the Contractor acknowledge, however, that entities other than DHHS/MAG may also have access rights to the records, especially if those entities provided part of the funding for the programs or services covered by this contract.

- c. **Retention of Records:** The Contractor shall not destroy or relocate any records relating to this contract or the services provided under this contract for the four-year period as defined in subsections (a) and (b) of this Paragraph ("Retention and Destruction of Records Related to This Contract". Digital copies of the record may be sufficient for records retention with approval from MAG Aging GRAMA Officer with prior written consent. MAG may require the Contractor to provide MAG with photocopies of the records, and the Contractor shall pay for the costs of photocopying the records, or the Contractor shall deliver the originals to MAG at the Contractor's own expense.
- d. **Method for Destruction of Client Records:** If the Contractor maintains any client records under this contract, and if this contract or MAG retention schedule indicates that such client records are to be destroyed after a certain period of time, the Contractor shall shred or burn the records to protect client confidentiality. In the case of electronic records, the Contractor shall use a technique of destroying the records that adequately prevents unauthorized persons from reading or accessing the records. If the Contractor is unsure whether a particular technique will adequately destroy the electronic records, the Contractor shall consult with MAG and its technical specialists before using that technique.
- e. **Breach Notification:** The Contractor shall promptly notify MAG within 24 hours of any verified or suspected breach of data security, unauthorized disclosure, or misuse of the MAG data, as defined by federal and state law. Further, if it is unclear whether an event may be considered a breach, unauthorized disclosure, or misuse of data as defined in the contract, the Contractor shall err on the side of caution and disclose the event to MAG. The Contractor shall fully cooperate with MAG during the investigation and mitigation of the breach and shall provide MAG with all relevant details regarding the breach, including the nature of the breach, the data affected, the potential consequences, and any remedial actions taken or proposed to address the breach. The Contractor is obligated to get MAG approval before circulating a notice of breach to the impacted individuals or regulatory bodies.

A breach is typically defined as: the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, or any similar occurrence where: a person other than an authorized user accesses or potentially accesses regulated data such as personally identifiable information, personal information or personal data, or an authorized user accesses such data for another than authorized purpose.

- 10. **GENERAL ACCESS TO THE CONTRACTOR'S RECORDS:** The Contractor shall provide DHHS/MAG with ready access to any records produced or received by the Contractor in connection with the services or programs provided under this contract unless such access is expressly prohibited by state or federal law. The Contractor acknowledges that some of its records, including this contract, may be available to the public and to the Contractor's clients pursuant to GRAMA and other state and federal laws. Therefore, upon receiving a request for records or information from any individual or entity other than DHHS/MAG, the Contractor shall immediately notify MAG about the request. Except as otherwise directed by DHHS/MAG or authorized by this Paragraph (5), the Contractor's non-governmental Subcontractors and any Contractor or governmental Subcontractor that lacks expertise in responding to GRAMA requests shall consult with DHHS/MAG

before responding to a record request to determine the appropriate response under this contract and federal and state laws, including GRAMA. In such circumstances, if the requested records come within the scope of GRAMA and if DHHS/MAG so requests, the Contractor shall deliver copies of the requested records to DHHS/MAG, and allow DHHS/MAG to respond directly to the records request.

11. **AUDITORS' AND MONITORS' ACCESS TO THE CONTRACTOR'S RECORDS:** Upon request, the Contractor shall allow independent, state and federal auditors or contract reviewers to have access to any records related to this contract, including all financial records (such as accounting records and supporting documentation) and Annual Health Department Reports for audit review and inspection.
12. **MONITORING OF CONTRACTOR'S PERFORMANCE:** MAG shall have the right to monitor the Contractor's performance of all services under this contract. Monitoring of the Contractor's performance shall be at the complete discretion of MAG, who will rely on the criteria set forth in this contract. Performance monitoring may include both announced and unannounced visits. Notwithstanding this provision, Contractor retains the right to control the manner in which Contractor's work is performed.
13. **CONTRACT RENEGOTIATIONS OR MODIFICATIONS:** The parties may amend, modify or supplement this contract only by a written amendment signed by the parties and approved by MAG. The amendment shall be attached to the original signed copy of this contract. MAG shall not pay for any services provided by the Contractor unless such payments are specifically authorized by this contract or an approved written amendment to this contract.
14. **CONTRACT TERMINATION:**
 - a. **Right to Terminate Upon Thirty Days Notice:** Either party may terminate this contract, with or without cause, in advance of the Contract's expiration date by giving the other party at least thirty (30) days' written notice.
 - b. **Termination Due to Non-Availability of Funds:** MAG may terminate this agreement immediately in writing, in whole or in part, without penalty or further obligation, if anticipated funding from federal, state, local, or other sources is reduced, withdrawn, or otherwise becomes unavailable. MAG shall only be liable for payment for services satisfactorily rendered up to the effective date of termination.

Should funding become available again, MAG may, at its sole discretion, reinstate the contract under the original terms or negotiate new terms with the Vendor. Reinstatement shall require written agreement by both parties.
 - c. **Immediate Termination:** In addition, if the Contractor's violation of this contract creates or is likely to create a risk of harm to the clients served under this contract, or if any other provision of this contract (including any provision in the attachments) allows MAG to terminate the contract immediately for a violation of that provision, MAG may terminate this contract immediately by notifying the Contractor in writing.
 - d. **Cooperative Efforts to Protect the Clients:** If either party elects to terminate this contract, both parties will use their best efforts to provide uninterrupted client services.

- e. **Processing Payments and Records Access After Termination:** Upon termination of the contract, the parties shall use the financial and accounting arrangements set forth in this contract to process the accounts and payments for any services that the Contractor rendered before the termination. In addition, the Contractor shall comply with the provisions of this contract relating to the Contractor's record-keeping responsibilities and shall ensure that the Contractor's staff properly maintains all records (including financial records and any client treatment records).
 - f. **Attorneys' Fees and Costs:** If either party seeks to enforce this contract upon a breach by the other party, or if one party seeks to defend itself against liability arising from the action or failure to act of the other party, the prevailing party shall receive from the unsuccessful party all court costs and its reasonable attorneys' fees, regardless of whether such fees are incurred in connection with litigation.
 - g. **Remedies for Contractor's Violation:** The Contractor acknowledges that if the Contractor violates the terms of this contract, MAG is entitled to avail itself of all available legal, equitable and statutory remedies, including monetary damages, injunctive relief and debarment as allowed by state and federal law.
15. **GRIEVANCE PROCEDURES:** The Contractor shall have a grievance procedure in place for collecting grievances as it relates to any participant of the program or Contractor Staff covered by this contract. Submission of grievances will be in writing and at a minimum include the individual's name, date of submission, date the grievance occurred, details pertinent to the grievance and contact information. Grievances against the Contractor Staff should be submitted to hr@magutah.gov or by mail "ATTN: HR". Grievances against program participants, services delivered, quality, etc. should be submitted to the Meals on Wheels Manager.
 16. **REVIEW OF CONTRACTOR'S REPORTS AND BILLS:** All billings and reports submitted by the Contractor will be examined by MAG at their discretion.
 17. **MAG's MEALS ON WHEELS CONGREGATE PROGRAM MANUAL:** Contractor agrees to comply with policies and procedures outlined in the Guidebook for MAG's Meals on Wheels Congregate Program. Notwithstanding this provision, Contractor retains the right to control the manner in which Contractor's work is performed.
 18. **LOBBYING:** If you are required to disclose lobbying activities and/or expenditures under 31 UCS Section 1352, complete a Disclosure of Lobbying Activities form, available upon request from MAG.
 19. **CHANGE IN SENIOR CENTER DIRECTOR:** The Contractor shall notify MAG of the vacancy in the Center Director's position within 30 days of hiring.
 20. **CITING MAG IN ADVERTISING:** In all written and oral discussions or advertising for the programs covered by this contract (including all brochures, flyers, informational materials, interviews and talk shows), the Contractor shall acknowledge that MAG and the Department of Health and Human Services provided for the programs.
 21. **TRAINING:** The Center staff shall attend and/or conduct training meetings as deemed necessary by MAG and/or the Center for the purposes of fulfilling this contract. Notwithstanding this provision, Contractor retains the right to control the manner in which Contractor's work is

performed, including the hiring, training, disciplining, and compensating of Contractor's employees.

22. **REDUCTION OF MEALS:** MAG has the right to limit the number of meals based on funding availability. MAG must give the Contractor 30 days' notice for any daily meal limits. Any meals provided over the meal limit, established by MAG, will be expensed by the Contractor at 100%.
23. **CONTRACT EXTENSION:** In the event that this contract shall terminate or be likely to terminate prior to securing a new contract of service, MAG may extend the terms of this contract agreement for such a period as may be necessary to prevent disruption of senior meal services at Contractor's location.

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- MAG**
MEALS ON WHEELS

- a. **Meal Site Management:** The Contractor shall provide all activities that are connected to the overall management of the meals site, including, but not limited to, supervision of kitchen staff, preparation of the meal site, collection of contributions, and the serving of meals.
 - b. **Congregate Meal Preparation:** The Contractor shall provide one hot or other appropriate meal per day, which assures a minimum of one-third USRDA.
 - c. **Information and Assistance:** In order to identify clients and promote the usage of current aging services and benefits, the Contractor is required to provide a numerical record of each interaction. Does not include mass media contacts, newsletters or other similar contacts. These numbers shall be submitted with monthly itemized billing for applicable reimbursement.
3. **FOCAL POINT OBLIGATION:** The Contractor agrees, whenever it has been designated by MAG in the approved area plan as a focal point as defined by the OAA or pursuant to Federal rules, that it will perform all focal point tasks for its designated community required by MAG, with special emphasis on establishing linkages with and coordinating in behalf of, the older residents of its community, all services available for such older persons.
 4. **IMPOSITION OF FEES:** The Contractor will not impose any fees upon the client given services under this contract except as authorized by MAG.
 5. **OPPORTUNITY FOR CONTRIBUTION:** Contractor shall (a) Provide each older person with an opportunity to contribute voluntarily to the cost of the service; (b) Protect the privacy of each older person with respect to his or her contributions; (c) Establish appropriate procedures to safeguard and account for all contributions; (d) Use all supportive services contributions only to expand the services provided under this part; and (e) Use all nutrition services contributions only to expand services as provided under section 307(a)(13)(C)(ii) of the OAA; and (f) Comply with MAG policies relative to settling and handling of suggested contribution amounts.
- Contractor may not deny any older person a service because the older person will not or cannot contribute to the cost of the service.
6. **PRIORITY OF SERVICE:** Priority for services will follow Utah State Guidelines. Please reference: R510-104-6. Eligibility for Nutrition and Nutrition Support Services.

PART III: CONTRACT COSTS, BILLING AND PAYMENT INFORMATION

1. **CONTRACTOR'S SPECIFICS:**

- a. Billing name and address of the Contractor:

Lindon City Corporation
100 N State St
Lindon, UT 84042

- b. Address/location where the services will be provided:

Lindon Senior Center
25 N Main St
Lindon, UT 84042

2. **CONTRACT PAYMENT:** MAG and the Contractor agree to the contracted amount **up to \$19,013.76** for Congregate Nutrition Services for the fiscal year upon receipt of itemized, monthly invoicing for authorized service activities provided. MAG will consider adjustments based on the balance of the contract and available revenues.
3. **METHOD AND SOURCE OF PAYMENTS TO THE CONTRACTOR:** The Contractor shall submit to MAG, on a monthly basis, an itemized billing for its authorized services, together with supporting documentation. It is the Contractor's responsibility to submit this documentation within thirty (30) days of month's end. Failure to do so may constitute a breach of contract.
4. **METHOD AND SOURCE OF PAYMENTS TO MAG:** The Contractor shall remit to MAG all contributions received per Part II, section 8 on a monthly basis. Expenses incurred over the contracted amount per Part III, section 2 table shall be reimbursed at a monthly rate. MAG will provide a quarterly report of documented expenses to date to the Contractor.
5. **BILLING DEADLINES:** The Contractor shall submit all billings and claims for services rendered during a given billing period within TEN (10) days after the last date of that billing period. All final billings under a contract must be received within TEN (10) days of termination of the contract, regardless of the billing period. If the Contractor fails to meet these deadlines, MAG may deny payment for such delayed billings or claims for services.
- MAG's Fiscal Year is from July 1 through June 30. The Contractor shall submit all billings for services performed on or before June 30th of a given fiscal year no later than July 10th of the following fiscal year, regardless of the termination date of the contract. MAG may delay or deny payment for services performed in a given fiscal year if it receives the Contractor's billing for those services later than July 10th of the following fiscal year.
6. **NONFEDERAL MATCH:** For those contracts requiring a nonfederal match, that match shall comply with the provisions of Title 45 of the Code of Federal Regulations, Part 74, Subpart C.
7. **OVERPAYMENTS, AUDIT EXCEPTIONS AND DISALLOWANCES:** If MAG determines that MAG has overpaid the Contractor for services under this contract, the Contractor shall immediately refund such excess payments to MAG upon written request. Furthermore, MAG shall have the right to



withhold any or all subsequent payments under this or other contracts with the Contractor until MAG fully recoups any overpayments made to the Contractor.

8. **PAYMENT WITHHOLDING:** MAG may withhold funds from the Contractor for contract non-compliance, failure to comply with MAG directives regarding the use of public funds, misuse of public funds or monies, or failure to comply with state and federal law or policy in the Contractor's subcontracts with private providers. If an audit finding or judicial determination is made that the Contractor or its Subcontractor misused public funds, MAG may also withhold funds otherwise allocated to the Contractor to cover the costs of any audits, attorney's fees and other expenses associated with reviewing the Contractor's or the Subcontractor's expenditure of public funds. MAG shall give the Contractor prior written notice that the payment(s) will be withheld. The notice shall specify the reasons for such withholding and the actions that the Contractor must take to bring about the release of any amounts withheld.

PART IV: PROVISIONS



1. Will give the awarding agency, MAG and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives (See 2 C.F.R. § 200.302 Financial Management and 2 C.F.R. § 200.303 Internal controls).
2. Will disclose in writing any potential conflict of interest to the Federal awarding agency or pass through entity in accordance with applicable Federal awarding agency policy (See 2 C.F.R. §200.112 Conflict of interest).
3. Will comply with all limitations imposed by annual appropriations acts.
4. Will comply with the U.S. Constitution, all Federal laws, and relevant Executive guidance in promoting the freedom of speech and religious liberty in the administration of federally-funded programs (See 2 C.F.R. § 200.300 Statutory and national policy requirements and 2 C.F.R. § 200.303 Internal controls).
5. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and public policies governing financial assistance awards and any Federal financial assistance project covered by this certification document, including but not limited to:
 - 5.1. Trafficking Victims Protection Act (TVPA) of 2000, as amended, 22 U.S.C. § 7104(g);
 - 5.2. Drug Free Workplace, 41 U.S.C. § 8103;
 - 5.3. Protection from Retaliation of Disclosure of Certain Information, 41 U.S.C. § 4712;
 - 5.4. National Environmental Policy Act of 1969, as amended, 42 U.S.C. § 4321 et seq.;
 - 5.5. Universal Identifier and System for Award Management, 2 C.F.R. part 25;
 - 5.6. Reporting Subaward and Executive Compensation Information, 2 C.F.R. part 170;
 - 5.7. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Non-procurement), 2 C.F.R. part 180;
 - 5.8. Civil Actions for False Claims Act, 31 U.S.C. § 3730;
 - 5.9. False Claims Act, 31 U.S.C. § 3729, 18 U.S.C. §§ 287 and 1001;
 - 5.10. Program Fraud and Civil Remedies Act, 31 U.S.C. § 3801 et seq.;

- 5.11. Lobbying Disclosure Act of 1995, 2 U.S.C. § 1601 et seq.;
- 5.12. Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d et seq.;
- 5.13. Title VIII of the Civil Rights Act of 1968, 42 U.S.C. § 3601 et seq.;
- 5.14. Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. § 1681 et seq.;
- 5.15. Section 504 of the Rehabilitation Act of 1973, as amended, 42 U.S.C. § 794; and.
- 5.16. Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq.

8. **Public Hearing: Cemetery Ordinance update, LCC 8.32; Ordinance #2025-6-O.** The City Council will review and consider changes to the cemetery ordinance to allow urns to be buried overtop of caskets on the same plot.

Sample Motion: I move to (approve, deny, or continue) Ordinance #2025-6-O (*as presented, or with changes*).

ORDINANCE NO. 2025-6-O
AN ORDINANCE AMENDING CHAPTER 8.32 OF THE LINDON CITY CODE
PROVIDING FOR THE BURIAL OF AN URN WITH A CASKET IN THE LINDON
CEMETARY

PREAMBLE

WHEREAS, Lindon City has adopted and implemented regulations for burials and the operation of the Lindon Cemetery; and

WHEREAS, currently, the City code allows for more than one non-infant individual to be interred in a single burial lot only if all of the deceased are cremated and their remains are contained in urns; and

WHEREAS, The Lindon City Council finds it reasonable and practical to allow one urn to be interred with a standard casket in a single burial lot and that doing so will extend the life and use of the Lindon City Cemetery.

NOW, THEREFORE, be it ordained by the Lindon City Council:

SECTION I AMENDMENT

Section 8.32.110 of Lindon City code is hereby amended to read as follows:

Chapter 8.32.110 Burials Per Lot

Only one (1) burial shall be allowed per lot, except as follows:

1. **Grandfathered Rights.** Double depth burial rights purchased prior to June 20, 2008 will be permitted.
2. **Burial of Urns:** Burial of up to four (4) urns per full-size lot (forty inches (40") by one hundred inches (100")), or two (2) urns per half-size lot (forty inches (40") by fifty inches (50")) is permitted
3. **Burial of Infants:** Burial of up to two (2) infants per full-size lot (forty inches (40") by one hundred inches (100")), or one (1) infant per half-size lot (forty inches (40") by fifty inches (50")) is permitted.
4. **Burial of Urn with Casket. A single urn may be buried with casket in a single burial lot with authorization from the City Sexton.**
 - a. **Burial and placement of the urn in relationship to the casket vault shall be completed as directed by the City Sexton.**
 - b. **Written permission must be granted by the owner(s) of the lot. If the owner is deceased, permission may be granted by the following:**
 - i. **Executor of the owner's estate;**
 - ii. **Spouse of the owner; or**

iii. The children of the owner, with written consent from each living child.

c. Priority of the right to grant permission shall be in the order listed above.

5. **Grave Marker for Multiple Burials in a Single Burial Lot.** In addition to the requirements set forth in Section 8.23.190 of this Code, all grave markers must include the name, date of birth, and date of death of each individual interred in the burial lot. If there is insufficient space to add the required information for subsequent burials on an existing grave marker, a new grave marker must be installed.

6. **Burial Fees.** A separate burial fee shall be paid for each interment that takes place on a given burial lot. The fee charged shall correspond to the type of interment being performed.

SECTION II EFFECTIVE DATE

This ordinance shall take effect immediately upon its passage and posting as provided by law.

PASSED AND ADOPTED by the City Council of Lindon City, Utah County, State of Utah, this ____ day of _____ 2025.

Carolyn O. Lundberg, Mayor

ATTEST:

Britni Laidler, City Recorder

(SEAL)

- 9. Closed Session -** The City Council will discuss potential purchase or sale of real property and pending or possible litigation per Utah Code 52-4-205(1)(e) & 52-4-205(1)(c). This session is closed to the general public.

Sample Motions:

- I move to enter a closed session. (roll-call vote)

Discussion

- I move to close the closed session and reconvene the regular City Council meeting.

ADJOURN