



Lindon City Council Staff Report

Prepared by Lindon City
Administration

July 7, 2025

Notice of Meeting of the ***Lindon City Council***



The Lindon City Council will hold a meeting at **5:15 pm on Monday, July 7, 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: Van Broderick, Councilmember
Pledge of Allegiance: By invitation

1. Call to Order / Roll Call

2. Presentations and Announcements:

- a) **Presentation** - Recognition of Outstanding Youth in the Community: Ivana Gleason and Max Johnson
- 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 June 16, 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) **Surplus Equipment Disposal. Resolution #2025-16-R.**
- b) **2025 Utah County Recreation Grant Agreement.** This is an agreement with Utah County for administration of a recreation grant of up to \$21,691.00 for new a climbing wall at the lap pool.
- c) **PRWUA License Agreement.** This is a License Agreement for storm water drainage improvements being constructed on or across the PRWUA property and adjacent to the Murdock Canal Trail.

8. Public Hearing: Ordinance #2025-8-O; Front Yard Projections. The Council will review and consider a request by Nickolas Slade for an ordinance amendment to LCC 17.44.090, increasing the allowed building projections into front yard setback areas. The Planning Commission recommended approval of the change.

9. Public Hearing: Ordinance #2025-9-O; Street Classification Update. The Council will review and consider an update to LCC 17.32.110 and the Street Master Plan Map adding Major and Minor Arterial street classifications to certain regionally significant roadways.

10. Review & Action: Tree removal along Geneva Road. Lindon Public Works Dept is requesting approval to remove 40 or more trees along Geneva Road due to site visibility concerns and root

intrusion into city storm drain lines. Cost of removal, pruning, and traffic control is estimated at \$22,600.

11. Review & Action: NUCAC Interlocal Agreement & Board Appointment; Resolution #2025-15-

R. The Council will review and consider a request by Public Works Director, Juan Garrido, to join an Interlocal Agreement with other north Utah County cities to become a member of the North Utah County Aquifer Council (NUCAC) and appoint a city representative to serve on the NUCAC Board.

12. Review & Action: Interlocal Agreement w/ Vineyard for Emergency Water Connection.

The Council will review and consider a request by the City of Vineyard to formalize an agreement allowing Vineyard to utilize existing culinary water service connections between the cities to provide limited water to Vineyard during an emergency.

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.

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: **July 2, 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: Carolyn Lundberg, Mayor

Invocation: Van Broderick, Councilmember

Pledge: By invitation

Item 1 – Call to Order / Roll Call

July 7, 2025 Lindon City Council meeting.

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

Item 2 – Presentations and Announcements

- a) **Presentation** - Recognition of Outstanding Youth in the Community: Ivana Gleason and Max Johnson
- b) 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:

- August Newsletter article – **Mayor Lundberg**
- Next regular meeting: August 4th (*only one meeting in July & August*), **Sept 2nd (TUESDAY)**
- Meet the Candidates meeting: Set date for late Sept or early Oct.; Open house / meet & greet vs. question & answer format? Or create a handout w/ questions & written responses from each candidate?
- Lindon Days **July 28th – Aug 2nd**. Event schedule: <https://www.lindonrecreation.org/lindon-days>
- Misc. Items.

Item 6 – Approval of Minutes

- Review and approval of City Council minutes: **June 16, 2025.**

2 The Lindon City Council regularly scheduled meeting on **Monday, June 16, 2025, at**
3 **5:15 pm** in the Lindon City Center, City Council Chambers, 100 North State Street,
4 Lindon, Utah.

6 **REGULAR SESSION – 5:15 P.M.**

8 Conducting: Van Broderick, Mayor pro tem
9 Invocation: Lincoln Jacobs, Councilmember
10 Pledge of Allegiance: Juan Garrido, Public Works Director

12 **PRESENT**

13 Van Broderick, Councilmember
14 Cole Hooley, Councilmember
15 Jake Hoyt, Councilmember – *arrived at 6:15 p.m.*
16 Lincoln Jacobs, Councilmember
17 Heath Bateman, Parks and Recreation Director
18 Kristen Aaron, Finance Director
19 Brian Haws, City Attorney
20 Adam Cowie, City Administrator
21 Britni Laidler, City Recorder

EXCUSED

Carolyn Lundberg, Mayor
Steve Stewart, Councilmember

22
23 1. **Call to Order/Roll Call** – The meeting was called to order at 5:15 p.m.

24
25 2. **Presentations and Announcements:**

26
27 a) **CERT recognition.** Kelly Johnson, Lindon Emergency Manager, presented
28 recent CERT graduates for recognition. She provided an overview of the
29 CERT program's history and accomplishments over the past 3.5 years,
30 including five classes, additional training in various areas, and involvement in
31 multiple events and responses. Ms. Johnson highlighted the program's
32 reputation for reliability and excellence among other programs in the county.

33 Six graduates from the most recent class were recognized, although not all
34 were present due to work commitments. Special recognition was given to
35 David Sawyer, son of Mike Sawyer, who has been instrumental in supporting
36 CERT programs throughout the county.

37 The council expressed appreciation for the CERT program and its volunteers'
38 dedication to community service and emergency preparedness.

39
40
41 3. **Open Session for Public Comment** – Mayor pro tem Broderick called for any
42 public comments. There were no comments.

43
44 4. **COUNCIL REPORTS:**

2

Councilmember Hoyt – *Councilmember Hoyt was absent.*

4 **Councilmember Broderick** – Councilmember Broderick reported that the main ditch
6 piping project is ongoing, and the storm water detention project at Keenland Court is
progressing well.

Councilmember Stewart – *Councilmember Stewart was absent.*

8 **Councilmember Jacobs** – Councilmember Jacobs reported that the Hollow Park
10 pickleball courts have been resurfaced and reopened, with tennis courts scheduled for
resurfacing shortly. Due to extreme heat and drought, parks may look less green as part
of water conservation measures. He closed by noting that a North Point Solid Waste
12 public hearing is scheduled for June 23rd to address a fee increase, which would result in
about a 4% increase for city curbside pickup.

14 **Councilmember Hooley** – Councilmember Hooley reported that Communities That
Care, the Historical Commission, and Tree Board are functioning well. In the school
16 district, five candidates are vying for board seat 2, representing all of Lindon and the
southern part of Pleasant Grove, with a meet-the-candidates night scheduled for July 8th
18 at the Lindon Community Center. Additionally, the summer kickoff event, featuring foam
machines and water activities, was successful and well-attended.

20 **Mayor Lundberg** – *Mayor Lundberg was absent.*

22 **5. Administrator's Report**

Mr. Cowie reported on the following items:

- 24 • July Newsletter article – Cole Hooley
26 • Next regular meeting: July 7th & August 4th (only one meeting in July &
August)
28 • Candidates that filed for Lindon offices:
○ Mayor:
▪ Carolyn Lundberg
30 ○ Council:
▪ Van Broderick
32 ▪ Desiree Green
▪ Jake Hoyt
34 • Is a 'Meet the Candidates' meeting needed this year? If so, set date for a
meeting (late Sept or early Oct).
36 • Misc. Items

38 **6. Approval of Minutes** – The minutes of the regular City Council meeting of
40 June 2, 2025.

2 COUNCILMEMBER JACOBS MOVED TO APPROVE THE MINUTES OF
THE REGULAR CITY COUNCIL MEETING OF JUNE 2, 2025 AS PRESENTED.
4 COUNCILMEMBER HOOLEY SECONDED THE MOTION. THE VOTE WAS
RECORDED AS FOLLOWS:

6 COUNCILMEMBER BRODERICK AYE

COUNCILMEMBER JACOBS AYE

8 COUNCILMEMBER HOOLEY AYE

THE MOTION CARRIED UNANIMOUSLY.

- 10
12 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.

14 a) **Surplus Equipment Disposal. Resolution #2025-12-R**

16 COUNCILMEMBER HOOLEY MOVED TO APPROVE THE CONSENT
18 AGENDA ITEMS AS PRESENTED. COUNCILMEMBER SECOND SECONDED
THE MOTION. THE MOTION CARRIED.

20 **CURRENT BUSINESS**

- 22 8. **Review & Action: Renaming portion of City Center Park to Centennial**
24 **Park; Resolution #2025-13-R.** The Council will review and consider a resolution
renaming a portion of the upper City Center Park to Centennial Park.

26 Heath Bateman, Parks & Recreation Director, presented the proposal to rename a
28 portion of City Center Park to Centennial Park. He explained the plans for a memorial
bench, time capsule, and the rationale behind the name change to commemorate the city's
30 centennial year.

32 The council discussed the significance of the name change and its potential
impact on future generations' understanding of the city's history. Mr. Bateman detailed
34 plans to bury a time capsule near the current memorial bench to honor Lindon's
centennial year. He explained that these elements would serve as physical markers to
36 stimulate curiosity and reflection among future generations about their city's past. He
then highlighted the strategic placement of a rock with an etched inscription marking the
38 centennial milestone, which would sit atop the time capsule. The council showed support
for using the renaming as a way to honor the city's heritage while maintaining the
40 existing park's master plan, thereby allowing for continued funding through impact fees.

42 Mayor pro tem Broderick asked for any further comment from the council.
Hearing none, he called for a motion.

2 COUNCILMEMBER HOOLEY MOVED TO APPROVE RESOLUTION
#2025-13-R AS PRESENTED. COUNCILMEMBER JACOBS SECONDED THE
4 MOTION. THE VOTE WAS RECORDED AS FOLLOWS:
COUNCILMEMBER BRODERICK AYE
6 COUNCILMEMBER JACOBS AYE
COUNCILMEMBER HOOLEY AYE
8 THE MOTION CARRIED.

10 **9. Public Hearing: FY2026 Transfer of Enterprise Funds to the General Fund.**

12 The City Council will accept public comment as it reviews and considers
proposed transfer of enterprise funds to the general fund as part of the fiscal year
(FY) 2026 budget. The proposed transfers are as follows: Water Fund \$298,000
14 (3.7% of fund expenditures); Sewer Fund \$204,000 (7.2% of fund expenditure);
Solid Waste Collection Fund \$31,000 (3.9% of fund expenditures); Storm Water
16 Drainage Fund \$113,810 (4.5% of fund expenditures); and Telecommunications
Fund \$1,600 (5.0% of fund expenditures). These transfers are primarily intended
18 to cover administrative costs and overhead of operating the enterprise funds but
will also be used in supplementing such city services as fire, police, street
20 maintenance, parks & recreation, and other city functions. Similar transfers have
been made annually from the enterprise funds to the General Fund in order to help
22 maintain low property taxes in Lindon. These transfers are of funds which are not
classified as an allocation of costs between funds. These amounts will not be
24 repaid. No motions will be made as this hearing is to only receive and consider
public comment on the proposed enterprise fund transfers.

26 COUNCILMEMBER HOOLEY MOVED TO OPEN THE PUBLIC HEARING.
28 COUNCILMEMBER JACOBS SECONDED THE MOTION. THE MOTION
CARRIED.

30 Adam Cowie, City Administrator, explained that this hearing was a state
32 requirement for transferring funds from enterprise funds to the general fund. He noted
that notices had been sent to all households and businesses in town, and no public
34 comments had been received. Councilmember Broderick expressed appreciation for the
city's fiscal responsibility and the efforts to maintain a healthy general fund.

36 Mayor pro tem Broderick called for any public comments. Hearing none he called
38 for a motion to close the public hearing.

40 COUNCILMEMBER HOOLEY MOVED TO CLOSE THE PUBLIC
HEARING. COUNCILMEMBER JACOBS SECONDED THE MOTION. THE
42 MOTION CARRIED.

44 Mayor pro tem Broderick asked for any further comment from the council.
Hearing none, he moved on to the next agenda item.

2
4 **10. Public Hearing: FY2026 Compensation Programs.** Per Utah Code 10-3-818,
6 the city is required to hold a separate public hearing from the budget hearings if
8 the budget includes a compensation increase for any executive municipal officer.
The City will present the total compensation plan for all employees and elected
officials proposed to be included in the FY2026 budget. No motions will be made
as this hearing is to only receive and consider public comment on this matter.

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

14 Adam Cowie, City Administrator, explained that this hearing was to receive
16 public comment on the proposed compensation programs, particularly for executive
18 municipal officers. He noted that the information presented included compensation
programs for the entire city, including elected and appointed officials.

20 Mayor pro tem Broderick called for any public comments. Hearing none he called
for a motion to close the public hearing.

22 COUNCILMEMBER JACOBS MOVED TO CLOSE THE PUBLIC HEARING.
24 COUNCILMEMBER HOOLEY SECONDED THE MOTION. THE MOTION
CARRIED.

26 Mayor pro tem Broderick asked for any further comment from the council.
28 Hearing none, he moved on to the next agenda item.

30 **11. Public Hearing: Fiscal Year 2026 (FY2026) Final Budget Adoption; Amend**
32 **FY2025 Budget; Ordinance #2025-7-O; Update Sewer Fund loan rate &**
34 **term, Resolution #2025-14-R.** The City will present the final Lindon City
36 Budget documents for fiscal year 2025-2026 (FY2026) beginning July 1, 2025.
The tentative budget for FY2026 was approved in a public hearing on March 17,
38 2025. The City Council also held a public hearing on May 19, 2025 where the
proposed budget was adopted and budget issues were discussed in detail. The City
Council will review and adopt the amended budget for FY2025, will review and
adopt the final budget for FY2026, will review and adopt the agreement for
40 services between the City and the Lindon City RDA, will set the Certified Tax
Rate, and review and adopt the city-wide fee schedule and compensation
42 programs. The Council will also review the Fraud Risk Assessment as required by
the State Auditor and will review and adopt Resolution #2025-14-R setting an
updated interest rate of 4.5% and 10-year term for repayment of the 2024 loan
44 from the General Fund to the Sewer Fund.

2 COUNCILMEMBER JACOBS MOVED TO OPEN THE PUBLIC HEARING.
COUNCILMEMBER HOOLEY SECONDED THE MOTION. THE MOTION
4 CARRIED.

6 Kristen Aaron, Finance Director, presented the final budget documents for fiscal
year 2025-2026 and amendments to the FY2025 budget. Key points covered included
8 revenue projections and sources, proposed utility rate increases, certified tax rate
changes, personnel expenditures (including merit and COLA increases), operational
10 expenses (including fire and EMS services), capital expenditures and fund transfers, and
fund balance projections. The council discussed aspects of the budget such as the sewer
12 fund loan from the general fund, the fraud risk assessment and internal controls, road
improvement projects for the upcoming fiscal year, and the potential impact of the budget
14 on residents' property taxes.

16 Mayor pro tem Broderick called for any public comments. Hearing none he called
for a motion to close the public hearing.

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

22 Mayor pro tem Broderick asked for any further comment from the council.
24 Hearing none, he called for a motion.

26 COUNCILMEMBER JACOBS MOVED TO APPROVE ORDINANCE #2025-
7-O AND RESOLUTION #2025-14-R AS PRESENTED. COUNCILMEMBER
28 HOOLEY SECONDED THE MOTION. THE VOTE WAS RECORDED AS
FOLLOWS:

30 COUNCILMEMBER BRODERICK	AYE
COUNCILMEMBER JACOBS	AYE
32 COUNCILMEMBER HOOLEY	AYE
COUNCILMEMBER HOYT	AYE
34 THE MOTION CARRIED	

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

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

42 COUNCILMEMBER BRODERICK	AYE
COUNCILMEMBER JACOBS	AYE
44 COUNCILMEMBER HOYT	AYE
COUNCILMEMBER HOOLEY	AYE

2 THE MOTION CARRIED UNANIMOUSLY.

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

8 COUNCILMEMBER BRODERICK AYE

COUNCILMEMBER JACOBS AYE

10 COUNCILMEMBER HOYT AYE

COUNCILMEMBER HOOLEY AYE

12 THE MOTION CARRIED UNANIMOUSLY.

14 **13. Review & Action: AT&T Cell Tower Agreement Addendum.** The Council
will review and consider a renewed lease agreement with AT&T Wireless
16 Services for continued leasing of property for an existing equipment shed near a
cell tower on city property at approximately 50 W 60 N (behind the Parks Dept
18 garage).

20 Adam Cowie, City Administrator, presented an updated agreement with AT&T
for the renewal of a lease on an equipment building near the old fire station, also referred
22 to as the parks garage. The renewal involves the terms and conditions of the lease space,
which have been reviewed by City Administrator Adam Cowie and legal counsel Brian
24 Haws, with input from AT&T's legal team. Mr. Cowie expressed confidence in
recommending approval of the agreement.

26 The council discussed the lease duration and rent structure. In 2000, the lease
28 started at \$800 per month, whereas in the current agreement, the lease payment is set to
\$2,000 monthly, with a 20% increase every five years.

30 Mr. Cowie clarified that the previous contract also operated on an automatic
32 renewal basis unless terminated by either party, hinting that the same structure might be
present in the new agreement. General discussion followed.

34 Mayor pro tem Broderick asked for any further comment from the council.
36 Hearing none, he called for a motion.

38 COUNCILMEMBER HOOLEY MOVED TO APPROVE RENEWAL OF THE
LEASE AGREEMENT WITH AT&T WIRELESS SERVICES AS PRESENTED.
40 COUNCILMEMBER JACOBS SECONDED THE MOTION. THE VOTE WAS
RECORDED AS FOLLOWS:

42 COUNCILMEMBER HOYT AYE

COUNCILMEMBER BRODERICK AYE

44 COUNCILMEMBER JACOBS AYE

COUNCILMEMBER HOOLEY AYE

2 THE MOTION CARRIED

4 **14. Review & Action: Lobbyist participation through Interlocal Agreement to**
6 **benefit new school district.** The Council will review and consider possible
8 financial participation with other member cities that are part of the new
Timpanogos School District, to hire a lobbying firm to assist in future legislative
efforts.

10 Adam Cowie and Councilmember Cole Hooley presented information on
12 potentially hiring a lobbying firm to assist with legislative efforts related to the new
Timpanogos School District. Mr. Cowie explained that the need for lobbying arose in
14 response to recent legislative changes, which may have negative financial implications
for the new school district. Mr. Cowie highlighted that the Lockhart Group was selected
16 to provide lobbying services for the cities involved and clarified that the school district
itself cannot hire lobbyists, as prohibited by state law. The estimated cost for the lobbying
18 services is \$80,000, to be split equally among the four cities: Lindon, Orem, Pleasant
Grove, and Vineyard, as per the existing interlocal agreement. This cost-sharing
20 arrangement reflects the equal commitment of the four cities to ensure the new school
district is financially stable.

22 Councilmember Hooley added that the lobbying efforts would focus on three
main issues: conducting a yearly analysis of pupil count and taxable value, determining
24 responsibility for new bonds issued by the district, and addressing the division of debt
and cash between the districts. These legislative changes were deemed necessary to
26 ensure that the fiscal responsibilities and benefits are equitably distributed across the
newly formed districts. The council engaged in a detailed discussion of the potential
28 benefits and political implications of hiring a lobbyist. They considered that lobbying
could ultimately result in reduced tax burdens for residents if more favorable state
30 appropriations for the district could be achieved. However, they also discussed the
potential for increased political tension with the other districts responsive to the
32 legislative changes.

34 Additionally, Councilmember Hooley described that some of the law changes the
cities were pursuing included evaluations based on yearly pupil counts rather than a one-
36 time assessment, which would better reflect the dynamic changes in student enrollment
and funding needs. They also proposed that new bonds should be the responsibility of the
38 district that directly benefits from it. Finally, they argued for a cohesive and consistent
methodology, either based on taxable value or student numbers, for both dividing debt
40 and appropriating cash funds to avoid the current disparity, where the South District
found itself at a disadvantage.

42
44 Ultimately, the council deemed the investment prudent, with the hope that it
would result in improved financial management and stability for the new school district,
benefiting all stakeholders involved in the long run.

2

Mayor pro tem Broderick asked for any further comment from the council.
Hearing none, he called for a motion.

6

COUNCILMEMBER HOYT MOVED TO APPROVE FINANCIAL
PARTICIPATION FOR LOBBYING EFFORTS AS PRESENTED.

8

COUNCILMEMBER JACOBS SECONDED THE MOTION. THE VOTE WAS
RECORDED AS FOLLOWS:

10

COUNCILMEMBER HOYT AYE

COUNCILMEMBER BRODERICK AYE

12

COUNCILMEMBER JACOBS AYE

COUNCILMEMBER HOOLEY AYE

14

THE MOTION CARRIED

16

15. 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.

18

20

COUNCILMEMBER HOYT MOVED TO ENTER A CLOSED SESSION.

COUNCILMEMBER JACOBS SECONDED THE MOTION.

22

THE VOTE WAS RECORDED AS FOLLOWS:

COUNCILMEMBER BRODERICK AYE

24

COUNCILMEMBER JACOBS AYE

COUNCILMEMBER HOYT AYE

26

COUNCILMEMBER HOOLEY AYE

THE MOTION CARRIED UNANIMOUSLY.

28

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

30

COUNCILMEMBER HOOLEY SECONDED THE MOTION. THE VOTE WAS

32

RECORDED AS FOLLOWS:

COUNCILMEMBER BRODERICK AYE

34

COUNCILMEMBER JACOBS AYE

COUNCILMEMBER HOYT AYE

36

COUNCILMEMBER HOOLEY AYE

THE MOTION CARRIED UNANIMOUSLY.

38

Adjourn—

40

COUNCILMEMBER BRODERICK MOVED TO ADJOURN THE MEETING
AT 7:34 PM. COUNCILMEMBER JACOBS SECONDED THE MOTION. ALL
PRESENT VOTED IN FAVOR. THE MOTION CARRIED.

42

44

2

Approved – July 7, 2025

4

6

Britni Laidler, City Recorder

8

10

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.

- a) **Surplus Equipment Disposal. Resolution #2025-16-R.**
- b) **2025 Utah County Recreation Grant Agreement.** This is an agreement with Utah County for administration of a recreation grant of up to \$21,691.00 for a new climbing wall at the lap pool.
- c) **PRWUA License Agreement.** This is a License Agreement for storm water drainage improvements being constructed on or across the PRWUA property and adjacent to the Murdock Canal Trail.

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

RESOLUTION NO. 2025-16-R

A RESOLUTION DECLARING CERTAIN PROPERTY AND EQUIPMENT OWNED BY LINDON CITY TO BE SURPLUS PROPERTY AND AUTHORIZING THE DISPOSAL OF THE LISTED ITEMS.

WHEREAS, the Municipal Council of Lindon City has adopted policies and procedures for the disposal of surplus property and equipment, with said policy found in Section 3 of the Lindon City Policies and Procedures Manual; and

WHEREAS, the policy requires that a public meeting be held concerning the declaration of any property & equipment deemed to be surplus by the City and which has an estimated valued over \$100; and

WHEREAS, the identified property & equipment is no longer needed and/or has exceeded its useful life and needs to be disposed of.

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

- Section 1. That the items described on the attached listing be declared as surplus property of the City; and
- Section 2. That these items be offered for sale to the public through their listing on www.publicsurplus.com or other comparable on-line auction site, or disposal by other means as outlined in the Lindon City Policies and Procedures Manual. If listed for sale, the items will be offered for minimum bids when appropriate. If the minimum bid is not realized, administrative staff may dispose of the items at their discretion including selling for less than the minimum bid; and
- Section 3. This resolution shall take effect immediately upon passage.

Adopted and approved this 7th day of July, 2025.

By _____
Carolyn O. Lundberg, Mayor

Attest:

By _____
Britni Laidler, City Recorder

SEAL:

Lindon City
100 North State Street
Lindon, UT 84042-1808



TEL 801-785-5043
FAX 801-785-4510
www.lindoncity.org

June 30, 2025

Proposed Item for Surplus

Items: 8- 2021 Ford F-150 Lariat Pickups

Mileage: varies

Reason for surplus:

- Have received replacement vehicles
- 2021 Ford F-150's have too many recalls and seem unreliable

Minimum suggested surplus price: \$35,000 to \$40,000 depending on listed KBB values.

Sample photo



Alex Roylance
Facilities and Fleet Manager

**2025 RECREATION GRANT AGREEMENT BETWEEN UTAH COUNTY AND
LINDON CITY**

This Agreement is made and entered into by and between Utah County, a political subdivision of the State of Utah, with its office located at 100 East Center Street, Provo, Utah, 84606, hereinafter referred to as COUNTY and LINDON CITY, with its office located 25 N Main Street, Lindon, Utah 84042, hereinafter referred to as CITY.

RECITALS

WHEREAS, the Board of County Commissioners, Utah County, Utah has adopted policy guidelines and procedures for approving applications for Utah County Municipal Recreation Fund Grants which comply with the provisions of Title 59, Chapter 12, Part 6, Utah Code Annotated, 1953 as amended; and

WHEREAS, COUNTY has reviewed the Utah County 2025 Municipal Recreation Grant Application submitted by CITY and has determined that CITY should be awarded a Utah County Municipal Recreation Grant.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, it is agreed by and between COUNTY and CITY as follows:

1. COUNTY hereby agrees to make a 2025 Municipal Recreation Grant to CITY in an amount not to exceed \$21,691.00 through funds derived from the Tourism, Recreation, Cultural and Convention Facilities Tax of the County of Utah for the purpose of the Aquatics Center Climbing Wall Replacement.
2. CITY hereby agrees that the grant received from COUNTY shall be used exclusively in funding the above-mentioned project.

3. The parties agree that all funds granted herein by COUNTY to CITY shall be given only for documented reimbursable costs incurred by CITY for the purpose stated above, and that payments by COUNTY to CITY will be made only upon presentation by CITY to COUNTY of appropriate receipts or other permitted documentation of reimbursable costs made by CITY. The reimbursement period will take place from January 1, 2026, through June 30, 2026, and will be made upon CITY presenting all appropriate receipts or other permitted documentation to COUNTY.
4. CITY also agrees that all publicity generated by CITY for the approved project shall display the language, "Sponsored in part by the Utah County Community Activities Fund."
5. The parties agree that COUNTY by virtue of this Agreement is making a grant only to CITY and is not responsible for any actions of CITY, or any other entity, in the construction of the project and the completion of the project stated above.
6. It is agreed by the parties that COUNTY may audit the records of CITY concerning the above-mentioned approved project at any time.
7. It is agreed by the parties that this Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Utah.
8. This Agreement shall constitute the entire agreement between the parties and any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding upon either party except to the extent incorporated in this Agreement.
9. Any modification of this Agreement or additional obligation assumed by either party in connection with this Agreement shall be binding only if placed in writing and signed by each party or an authorized representative of each party.

UTAH COUNTY

DATED this ____ day of _____ 2025.

BOARD OF COUNTY COMMISSIONERS
UTAH COUNTY, UTAH

BRANDON B. GORDON, Chair

ATTEST:
AARON R. DAVIDSON
Utah County Clerk

By: _____
Deputy

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

By: _____
Deputy

LINDON CITY

DATED this ____ day of _____ 2025.

LINDON CITY

By: _____
Mayor

ATTEST:

By: _____

When Recorded Return to:
Provo River Water Users Association
Attn: General Manager
285 W 1100 N
Pleasant Grove, UT 84062

Application No.: 0899
Version: 1

LICENSE AGREEMENT FOR NON-ASSOCIATION USE OF ASSOCIATION LANDS AND INTEREST IN LANDS

This LICENSE AGREEMENT (“Agreement”) is entered into effective this 11th day of June, 2025, between Provo River Water Users Association (the “Association”) and *Lindon City*, (“Applicant”).

AGREEMENT PURPOSES

The Association owns and operates the Provo River Aqueduct (“PRA”) Corridor and certain improvements located within or on the PRA Corridor. (As used in this Agreement “improvements” is intended to include all manner of works, equipment, facilities and infrastructure.)

Applicant has requested permission for the non-exclusive use described below of that portion of the PRA Corridor also described below. The Association is willing to permit the described use of the described portion of the PRA Corridor, without representation or warranty whatsoever. Without intending to limit the scope of the immediately preceding disclaimer of **all** warranties, the Association specifically disclaims any representation or warranty of title, and any representation or warranty regarding the condition or fitness of the PRA Corridor for the intended use by Applicant.

The Association owns portions of the PRA Corridor in fee and holds easements and other interests in other portions. This Agreement is intended to document the fact that Applicant’s described use of the described portion of the PRA Corridor is acceptable to the Association and consistent with the Association’s Real Property Management Policy. Applicable Association policies are available to Applicant for review.

This Agreement grants a non-exclusive right to Applicant for only those uses of the PRA Corridor described herein. The Association has no authority to grant Applicant any right of use that is valid as against others who have title interests in the PRA Corridor lands in question, and this Agreement does not purport to do so. For example, where the Association holds an easement, any use by someone other than the fee title holder likely requires the consent of the fee title holder, which the Association cannot give and does not purport to give. Nor does this Agreement purport to satisfy any legal requirement other than Association policies. Applicant is solely responsible to obtain and maintain all other required agreements, permits, licenses, etc., including any necessary planning or zoning approvals and any agreements, permits, or licenses, etc. with the United States,

the County, or the Districts (*see* Paragraph I(G) below). The Association has not agreed to provide any assistance to Applicant in understanding or meeting these other requirements.

AGREEMENT TERMS AND CONDITIONS

The parties agree as follows:

I. APPLICANT'S USE OF PRA CORRIDOR.

Notwithstanding anything written in this Agreement, no permission is intended to be given to: (1) adversely impact in any respect improvements of the Association, the United States, the Districts, or the County; or (2) introduce any substance into the improvements or water of the Association, the United States, the Districts, or the County; or (3) adversely impact in any respect the operations of the Association, the United States, the Districts, or the County.

(A) Description of Applicant's Use of PRA Corridor:

Applicant may utilize those PRA Corridor lands specifically described at Article I, Section (D), below, for the following purposes:

Flood control measures, including installation of curb and gutter, as shown in the Plans entitled "Kenneland Trail" attached as Exhibit A.

The use of mechanical equipment for compaction of backfill shall not be permitted within 6 inches of the PRA or PRA facilities. The use of heavy equipment for backfill compaction shall not be permitted within 5 feet over the PRA or within 24 inches horizontally of the PRA.

Applicant shall not make any other use of the PRA Corridor lands without the prior written approval of the Association.

(B) Term:

Perpetual. The Association has the right to modify risk and insurance requirements consistent with its then-usual practice for other agreements regarding use of the PRA Corridor every twenty-five years after reasonable efforts to consult with Applicant.

(C) Location by Stationing:

Provo River Aqueduct, Station 245+00

(D) Legal Description of PRA Corridor Lands Applicant Will Be Using:

100 North and approximately 850 East, west of PRA, as shown in Exhibit A.

- (E) Legal Description of Applicant's Property Benefited by this Agreement to Which the Rights and Responsibilities of Applicant Shall Run:

Not Applicable

- (F) Plans, Drawings, Maps, Plats, etc. Attached and Incorporated Into This Agreement:

Plans entitled "Kenneland Trail", by Dudley and Associates, attached as Exhibit A.

- (G) Applicant's Use is Subordinate:

(i) The United States of America, Department of the Interior, Bureau of Reclamation (the "United States"), quitclaimed the PRA Corridor to the Association on October 31, 2014. In its Quit Claim Deed, the United States reserved certain easements in portions of the PRA Corridor for both temporary access and construction, and for permanent use. Applicant's use of the PRA Corridor shall be subject at all times to the terms of the easements reserved by the United States.

(ii) The Association has conveyed certain easements in the PRA Corridor to the Metropolitan Water District of Salt Lake & Sandy, the Central Utah Water Conservancy District, and the Jordan Valley Water Conservancy District (collectively, the "Districts") for both temporary access and construction, and for permanent use. Applicant's use of the PRA Corridor shall be subject at all times to the terms of the easements conveyed by the Association to the Districts.

(iii) The Association has granted to Utah County (the "County"), a license to use portions of the PRA Corridor in connection with the construction, maintenance, inspection, operation, repair and replacement of the Murdock Canal Trail, pursuant to that certain Murdock Canal Trail License Agreement between the Association and the County, dated May 28, 2013, and effective on October 31, 2014 (the "Trail License Agreement"). Applicant's use of the PRA Corridor shall be subject at all times to the terms of the Trail License Agreement, including the responsibility of Applicant under Section 1(g) of the Trail License Agreement to pay all expenses incurred by the County to relocate any of the County's improvements to accommodate Applicant's improvements.

Information regarding the location and terms of such easements and license may be reviewed by Applicant at the Association's offices during regular business hours upon reasonable request by Applicant.

The United States, the Districts and the County are intended third-party beneficiaries of this Agreement, to the extent indicated in this Agreement.

II. REIMBURSEMENT OF COSTS.

In the event that Applicant is required to reimburse the Association, the United States, the Districts, or the County for costs pursuant to this agreement, Applicant shall make such

reimbursement for all costs reasonably incurred within thirty (30) days of mailing of an itemized invoice from Association for such costs. After such thirty (30) days following mailing of an invoice all amounts due will accrue interest at a rate of ten percent (10%) annually, compounded annually. If any amounts remain payable after sixty (60) days following mailing of an invoice, the Association may place a lien on any property described in Section I(E) of this Agreement for the amounts owed, together with interest and costs of foreclosure, by making a reasonable attempt to contact Applicant to discuss the matter, followed by recording a Notice of Lien referencing this paragraph and the amount of the lien. The Association will mail Applicant a copy of the recorded Notice of Lien. Such a lien may be foreclosed in the same manner as a mortgage.

III. WORK.

(A) Applicant warrants and agrees that no earthwork, construction work or other work performed by or for Applicant on the PRA Corridor or close enough to the PRA Corridor to present risk to Association improvements or operations will take place except as expressly described in plans and specifications approved in writing by Association. Any modifications to such plans and specifications must be approved in writing by Association.

(B) Applicant warrants that all earthwork, construction work and other work will:

(i) strictly comply with plans and specifications approved in writing by Association;

(ii) meet or exceed all applicable codes, ordinances, other legal requirements, and all applicable generally recognized written trade and industry standards and recommendations;

(iii) be performed by skilled, experienced, competent and properly licensed contractors and workers;

(iv) be conducted in a timely, careful, safe, workmanlike and professional manner;

(v) be conducted so as not to interfere with the use of or damage any Association improvements;

(vi) be consistent with *PRA Standard Policies and Design Guidelines*, as they may from time to time change. *PRA Standard Policies and Design Guidelines* are available to Applicant for review, and are incorporated herein by reference.

(C) The Association shall have the right, but no obligation, to inspect the progress of the work or to inspect materials at all times. The Association may also reasonably require inspection or testing by others of any work or materials. The Association shall have the right to stop work and require correction of any work, or replacement of any materials, which in its reasonable judgment does not comply with any term or condition of this Agreement. If, after

notice from the Association which is reasonable under the circumstances, Applicant fails to remove or correct unacceptable work or materials, correction or removal of unacceptable work or materials may be accomplished by the Association, or its contractor, and Applicant shall reimburse the Association as described in Article II. The Association shall have no obligation whatsoever to review or supervise the method or manner in which the work is accomplished. The Association shall have no obligation whatsoever for the safety of workers or others on or adjacent to the job site. No approval, observation, inspection or review undertaken by the Association is intended to be for the benefit of Applicant, its contractors, suppliers, subcontractors, or their respective employees. Unless expressly stated in writing, any approval, observation, inspection or review by the Association shall not constitute an acceptance of work or materials that do not comply with the approved plans or specifications or this Agreement.

(D) Applicant shall provide to the Association as-built drawings, in a format acceptable to the Association, of all completed work.

IV. MAINTENANCE OF APPLICANT'S IMPROVEMENTS.

(A) All of Applicant's improvements on the PRA Corridor, or close enough to the PRA Corridor to present risk to Association improvements or operations, shall be maintained in a condition which:

(i) is reasonably satisfactory to the Association, the United States, the Districts, and the County;

(ii) does not interfere with the ability of the Association, the United States, the Districts, or the County to use to use, operate, repair, reconstruct, maintain, improve or modify any facilities owned by the Association, the United States, the Districts or the County for their respective purposes, as those purposes may change from time to time change;

(iii) is reasonably clean, safe and attractive, free of weeds, debris, graffiti and other unsightly conditions;

(iv) is free of trees and shrubs, except those planted pursuant to a landscaping plan approved by the Association;

(v) complies with all applicable codes, ordinances, other legal requirements, as well as generally recognized written trade and industry standards and recommendations; and

(vi) complies with all applicable written policies of the Association including, but not limited to, *PRA Standard Policies and Design Guidelines* as those policies and specifications may change from time to time.

(B) The Association may from time to time and as is reasonable have any or all of Applicant's improvements which are on the PRA Corridor inspected by qualified professionals. Applicant shall reimburse the Association as described in Article II above.

(C) If after notice from the Association that is reasonable under the circumstances, Applicant fails to correct any unacceptable condition of any of Applicant's improvements on the PRA Corridor, or close enough to the PRA Corridor to present risk to the Association improvements or operations, correction may be accomplished by the Association, and Applicant shall reimburse the Association as described in Article II above.

V. COSTS ADVANCED.

Applicant agrees to pay the sum of \$250 to Association to cover some or all of the costs to Association for its initial engineering and/or other costs incurred for the review of plans and specifications, preparation of documents, inspection of work and materials, and administration of this Agreement.

VI. RIGHTS RESERVED.

(A) Any and all rights of Applicant under the terms of this Agreement shall be limited by, subject to, and subordinate to, any and all rights of the Association, the United States, the Districts, and the County and their respective directors, employees, agents, and permittees to enjoy, manage, supervise, use, operate, occupy, enter, exit, inspect, repair, maintain, replace, improve or modify the PRA Corridor and any Association, United States, Districts, or County improvements or operations. To the extent Applicant's use of the PRA Corridor increases the cost of the exercise of the Association's, the United States's, the Districts', or the County's rights, Applicant may be required to reimburse that entity as described in Article II above.

(B) The Association will make reasonable efforts to provide reasonable advance notice to Applicant of any work the Association reasonably recognizes as materially adverse to Applicant's authorized use of the PRA Corridor. The Association may implement electronic notice procedures. Applicant will be responsible to timely provide Association with current contact information.

(C) Applicant accepts all risks that any or all of Applicant's improvements installed on the PRA Corridor may be modified, destroyed or reconstructed at Applicant's sole cost and expense to accommodate the exercise by the Association, the United States, the Districts, or the County of their respective rights to use the PRA Corridor. Applicant shall not be entitled to any compensation for or replacement of Applicant's improvements. If the Association determines that it is reasonably necessary to move, remove, alter, or destroy any of Applicant's improvements in order to accommodate the use, operation, maintenance, repair, replacement, or improvement by the Association of any facilities or improvements owned by the Association, the sole responsibility of the Association shall be to restore the surface to the previously existing grade.

(D) The Association reserves the right to issue additional licenses or permits for uses of the PRA Corridor. The Association will not provide a conflicting license without requiring

the new licensee or permittee paying Applicant's expenses to relocate any Applicant improvements as may be required for the new use.

(E) Neither the Association, the United States, the Districts, nor the County, or any of their respective officers, directors, employees, and contractors shall have liability for any damage to, or interference with Applicant's works or improvements as a result of the exercise by Association, the United States, the Districts, or the County of any of their rights.

(F) All reservations of rights by the Association under this Agreement are in addition to any and all other rights which the Association may have by operation of law or otherwise.

VII. CONTRACTORS, INSURANCE, BONDS.

(A) Applicant shall be jointly and severally liable for any act, fault, error, omission or non-compliance with this Agreement by Applicant or any of Applicant's contractors, employees, or subcontractors. Applicant warrants that all persons or entities performing earthwork or construction work on the PRA Corridor on behalf of Applicant will provide insurance and bonds in strict compliance with Exhibit B attached hereto and incorporated herein. Applicant, itself, shall maintain a broad form general liability policy of insurance in a form reasonably acceptable to the Association in strict compliance with Exhibit B.

VIII. DEFENSE, INDEMNITY.

Applicant shall defend, indemnify and hold the Association and its officers, directors and employees harmless, including costs and attorneys' fees, from any claim, demand, action or cause of action: (i) alleging that the Association was at fault in allowing Applicant's use of the PRA Corridor; or (ii) alleging that the Association was at fault in failing to supervise, inspect, direct, instruct, warn or otherwise manage or control Applicant's use of the PRA Corridor, or (iii) alleging that the Association knew of, should have known of, or had constructive knowledge of a dangerous condition created by Applicant or any employee, agent or contractor of Applicant; or (iv) alleging the Association is vicariously liable for acts or omissions of Applicant or any employee, agent or contractor of Applicant (under the Peculiar Risk Doctrine or otherwise), or (v) challenging in any manner Applicant's use of the PRA Corridor. This defense and indemnity obligation is not intended to hold the Association or its officers, directors, or employees harmless from any claim that is not derivative of Applicant's use of the PRA Corridor. In no event shall any fault of Applicant or Applicant's employees or contractors be reapportioned to the Association, its officers, directors, or employees. Applicant shall indemnify and hold the Association and its officers, directors, and employees harmless from any such reapportionment of fault. The described duty to defend and indemnify is not intended to run to the benefit of any Association liability insurer to the extent such insurer would be responsible for defense costs or indemnity beyond the Association's deductible or self-insured retention.

IX. TERMINATION.

(A) Applicant's right to use the PRA Corridor under this Agreement shall expire completely upon the expiration of the term described in Article I above, absent a new agreement or written extension signed by both parties.

(B) Either party may, at their sole option, terminate this Agreement upon thirty (30) days written notice to the other party.

(C) The Association may, at its sole option, terminate this Agreement and Applicant's right to use the PRA Corridor for nonuse for a period of two (2) years.

(D) Should the Association reasonably determine Applicant is in breach of any of the terms and conditions of this Agreement, and if Applicant has not made diligent progress toward correcting that breach within a time set by the Association and reasonable under the circumstances, after Applicant receives written notice describing the breach and time for correction, then this Agreement may be terminated by the Association.

(E) The following, as described in this Agreement, shall survive any termination of this Agreement:

(i) All of Applicant's obligations to reimburse any costs incurred by the Association, the United States, the Districts, or the County;

(ii) All of Applicant's obligations to remove Applicant's improvements and make restoration;

(iii) All of Applicant's obligations to defend and indemnify the Association and its officers, directors and employees, as described in this Agreement; and

(iv) All provisions regarding remedies, and limitations of warranties or representations.

(F) Notwithstanding termination, Applicant's use of the PRA Corridor following termination shall not be considered adverse and shall not cause any adverse possessory right or prescriptive right of Applicant to begin to accrue.

X. REMOVAL OF FACILITIES.

The Association will reasonably determine what portion of Applicant's improvements, if any, on the PRA Corridor will be removed upon termination of this Agreement. If the Association determines that Applicant's improvements must be removed, removal shall be made within thirty (30) days after termination, and the site shall be restored as nearly as practicable to its original condition. Such removal and restoration will be at the sole expense of the Applicant.

XI. REMEDIES.

(A) Applicant will first submit any claim or dispute to the authorized Association representative. If the matter is not resolved satisfactorily, Applicant may submit the dispute or claim in concise written form with any supporting documentation to Association's Board of Directors, or committee assigned by the Board to hear the matter. If the matter is not resolved satisfactorily the dispute or claim will be submitted to non-binding mediation, with a qualified mediator selected by the parties, with each party sharing the cost of **that** non-binding mediation. After and only if these processes are first followed and Applicant's dispute or claim remains unresolved, an action may be brought in the Fourth Judicial District Court of the State of Utah In and For Utah County. Under no circumstances shall the Association or its officers, directors or employees be liable for any consequential damages resulting from interruption of Applicant's use of the PRA Corridor.

(B) If improvements are to be removed from the PRA Corridor by Applicant and are not removed timely as described in this Agreement, or items are prohibited under the terms of this Agreement or Association policies, the Association may, after giving Applicant sixty (60) days written notice, remove and dispose of such items from the PRA Corridor, or hire a contractor to do the same, and send Applicant an invoice for the reasonable out of pocket costs of such removal and disposal, to be paid as described in Article II of this Agreement.

XII. INTERPRETATION.

Because the PRA is critical infrastructure, any ambiguity in this Agreement shall be interpreted in favor of the Association's full use and enjoyment of the PRA and PRA Corridor, with a minimum of delay, restriction or expense resulting from Applicant's use of the PRA Corridor..

XIII. PRESUMPTION.

As against the Applicant, any calculation, determination or interpretation made by the Association in good faith with respect to this Agreement shall be *prima facie* correct, subject to rebuttal by a preponderance of the evidence.

XIV. SUCCESSORS, ASSIGNS.

Applicant's rights and obligation may not be assigned or transferred without the prior written consent of the Association, which the Association is under no obligation to give. Any bankruptcy filing by Applicant, other purported assignment by operation of law, or appointment of a receiver, shall be grounds for immediate termination of this Agreement. Any attempt to assign without the prior written consent of the Association shall be considered null and void and shall be grounds for immediate termination of this Agreement.

XV. AUTHORITY.

The person(s) signing on behalf of Applicant represents and warrants that they have been duly authorized by formal action of the governing body of Applicant to execute this Agreement on behalf of Applicant.

XVI. NO WARRANTY.

(A) The Association makes no warranty or representation, either express or implied, as to the extent or validity of any grant or license contained in this Agreement.

(B) The Association makes no warranty or representation as to the condition of the PRA Corridor or any Association improvements, or the fitness or compatibility of any of the same for use as described by Applicant.

XVII. COMPLIANCE WITH APPLICABLE LAWS.

(A) Applicant shall strictly comply with all applicable Federal, State, and local statutes, rules, regulations, codes, ordinances and other laws.

(B) Applicant shall strictly comply with the Association's Real Property Management Policy, as that policy may change from time to time. Copies of that policy has been made available to Applicant, which terms are incorporated into this Agreement as if restated here.

(C) If after reasonable notice from the Association, Applicant fails to bring Applicant's use of the PRA Corridor into compliance with this Agreement and any applicable Federal, State, and local statutes, rules, regulations, codes, ordinances and other laws, including, but not limited to, Association's Real Property Management Policy, the Association may, at its sole option, effect such compliance and Applicant shall reimburse the Association as described in Article II above.

XVIII. NOTICES.

Any notice required by this Agreement shall be deemed given when mailed or delivered to:

Provo River Water Users Association
Attn: Renee Gluch
285 West 1100 North
Pleasant Grove, UT 84062
Telephone: (801) 796-8770
Email: rmg@prwua.org

Lindon City
Attn: Juan Garrido
946 W Center St
Lindon, Utah, 84042
Phone: 801-420-1272
Email: jgarrido@lindon.gov

Each party may change the designation of the addressee or the address for that party to receive notice by sending written notice of the change.

XIX. ENTIRE AGREEMENT.

This Agreement constitutes the entire agreement between the parties and supersedes any prior negotiations or discussion regarding Applicant's described use of the PRA Corridor, and cannot be altered except through a written instrument signed by all parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

PROVO RIVER WATER USERS
ASSOCIATION

STATE OF UTAH)
 : ss.
COUNTY OF UTAH)

NOTARY PUBLIC

APPLICANT:

LINDON CITY

Carolyn Lundberg, Mayor

STATE OF UTAH)
 : ss.
COUNTY OF UTAH)

On the _____ day of _____, 2025, personally appeared before me Carolyn Lundberg and being first duly sworn, acknowledged that she is the Mayor of Lindon City, Utah, and that she has been duly authorized through an affirmative vote of the City Council of Lindon City to execute the above Cooperation Agreement for and on behalf of Lindon City, Utah.

NOTARY PUBLIC

Know what's below. Call 811 before you dig.
BLUE STARS OF UTAH
 UTAH POWER & LIGHT CO. (UPLCO)
 www.utahpower.com
 800-442-4711

GENERAL NOTES TO APPLICANTS:
 The drawings are prepared under the supervision of the Engineer, who is responsible for the accuracy and completeness of the drawings. The Engineer is not responsible for the accuracy or completeness of the information provided by the client or other sources. The client is responsible for the accuracy and completeness of the information provided to the Engineer. The Engineer is not responsible for the accuracy or completeness of the information provided by the client or other sources. The client is responsible for the accuracy and completeness of the information provided to the Engineer.

Trail Improvement Plan
Kennel Trail

GRAPHIC SCALE
 1" = 20'

Sheet No.
P - 1



INSURANCE AND BOND REQUIREMENTS

A. Minimum Limits of Insurance. Except as approved in writing by the Association in advance of the work to be performed, all of Applicant's contractors, and all subcontractors of Applicant's contractors, shall maintain limits no less than:

1. General Liability: \$2,000,000 combined single limit per occurrence, personal injury and property damage, \$4,000,000 Aggregate, Broad Form Commercial General Liability, (ISO 1993 or better), to include Products - Comp/OP, aggregate of 4,000,000, limits to apply to this project individually.

2. Professional Liability: \$2,000,000 per occurrence, \$4,000,000 aggregate.

3. Automobile Liability: \$2,000,000 per occurrence, "Any Auto" coverage required.

4. Workers' Compensation and Employers' Liability: Workers' compensation statutory limits as required by the Workers Compensation Act of the State of Utah. Employers Liability limits of \$2,000,000 per occurrence.

B. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retention must be declared to and approved by the Association in writing. At the option of the Association, either (i) the insurer may be required to reduce or eliminate such deductibles or self-insured retention as respects the Association, the United States, the Districts and the County, and their respective trustees, directors, officers, officials and employees (collectively referred to as the "mandatory insureds"), or (ii) Applicant may be required to procure a bond guaranteeing payment of losses and related investigations, claim distribution and defense expenses.

C. Performance and Payments Bonds. All persons and entities performing any work on Association Lands or rights of way shall provide performance and payment bonds for the full sum of their contracts, naming Applicant and the Association as co-obligees.

D. Other Insurance Provisions. The policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability and Automobile Liability Coverages.

i. The Association, its directors, officers, and employees are to be covered as additional insureds as respects claims arising out of any activities conducted on Association Lands or interests in lands, including products completed. The form of any additional insured endorsements shall be approved by the Association. The coverage shall contain no special limitations on the scope of protection afforded to the mandatory insureds.

ii. Additional insured coverage shall be on a primary basis for ongoing and completed work. Any insurance or self-insurance maintained by any of the mandatory insureds shall be in excess of the insurance described here, and shall not contribute with it.

iii. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the mandatory insureds.

iv. A waiver with respect to the Association, its directors, officers, and employees shall be provided.

2. All Coverages. Each insurance policy required here shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the Association.

E. Acceptability of Insurers. Insurance and bonds are to be placed with insurers admitted in the State of Utah with a Bests' rating of no less than A-, IX, and in the limits as listed in this document, unless approved in writing by the authorized representative of the Association.

F. Verification of Coverage. Applicant and all of Applicant's contractors and all subcontractors of Applicant's contractors shall furnish the Association with certificates of insurance and with original endorsements effecting coverage required by this License Agreement. The certificates and endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be on forms approved by the Association before work commences. The Association reserves the right to require complete, certified copies of all required insurance policies, with all endorsements, at any time.

G. Applicant Strictly Liable for Compliance of Contractors. Applicant shall see that each of Applicant's contractors, and each of their subcontractors, complies with these insurance requirements, and Applicant shall be strictly liable for any failure of such contractors and subcontractors to meet these requirements.

- 8. Public Hearing: Ordinance #2025-8-O; Front Yard Projections.** The Council will review and consider a request by Nickolas Slade for an ordinance amendment to LCC 17.44.090, increasing the allowed building projections into front yard setback areas. The Planning Commission recommended approval of the change.

Sample Motion: I move to (*approve, deny, or continue*) Ordinance #2025-8-O (*as presented, or with changes*).

Ordinance Amendment – 17.44.090 – Projections Into Yards

Date: July 7, 2025

Applicant: Nickolas Slade

Presenting Staff: Michael Florence

Type of Decision: Legislative

Council Action Required: Yes, the planning commission unanimously recommended approval.

MOTION

I move to (*approve, deny, or continue*) ordinance amendment 2025-8-O (*as presented, or with changes*).

Summary of Key Issues

- An application has been made to amend City Code 17.44.090, regarding projections into front yards.
- The property owner, Carlene Veenker, owns a home at 276 E. 140 N. An application was filed on her behalf to allow for an eight-foot (8') porch to encroach into the front yard or setback.
- The planning commission held the public hearing on June 10, 2025, and then continued the item after giving city staff feedback on the proposed ordinance amendment. The planning commission requested that staff draft an ordinance that allowed a homeowner to encroach 30% of the front yard setback and 25% the width of the home. The commission reconvened on this item on June 24, 2025, and recommended approval of the ordinance amendment to the city council.

Overview

- Current Lindon City Code 17.44.090(2a):
 - 2. *Depending on the size of the yard area and setback, the structures listed below may project into a minimum front, side, or rear yard not more than the following distances:*
 - a. *The following may project into a minimum front, side or rear yard not more than twenty-four inches (24"): cornices, eaves, belt courses, sills, buttresses, or other similar architectural features; fireplace structures and bays (provided, that they are not wider than eight feet (8'), measured generally parallel to the wall of which they are a part), awnings and planting boxes or masonry planters.*
- With the current ordinance, a homeowner can project twenty-four (24) inches into the front yard/setback with an eave. A porch encroachment more than 24 inches is not allowed.
- The property owner, Mrs. Veenkers, has submitted a building permit application to project an 8' porch to cover the front steps of her home. She would like the steps covered to prevent snow and ice buildup so she doesn't slip and fall. See attachment 1 for the site plan.

Draft Ordinance

17.44.090 (2)

b. Dwellings in a residential zone may have a front porch that projects into the front yard setback, if the following requirements are met:

- I. The porch has an entrance facing the street.
- II. The porch may project up to thirty percent (30%) of the allowable front yard setback. If the porch includes a roof structure, the roof structure shall be included in the thirty percent (30%) projection allowance.
- III. Stairs to the porch shall be included in the allowable projection percentage.
- IV. The porch may extend up to twenty-five percent (25%) of the width along the front elevation of the single-family dwelling.
- V. The porch shall remain open on three (3) sides. Porch walls are allowed if they are no taller than forty (40) inches as measured from the porch floor.
- VI. The portion of the porch within the setback does not include space for any other use, such as living or storage space.

Projection Analysis of Other Communities

Municipality	Projection	Front Yard Setback
Lindon	2'	30'
Provo	4'	30'
Orem	5'	30'
Springville	5'	30'
American Fork	5'	30'
Pleasant Grove	2'	25'
Cedar Hills	No projections	30'
Ogden	10' for roof, 8' for columns	
St. George	4'	
South Jordan	4'	30'
Mapleton	4'	30'

Exhibits

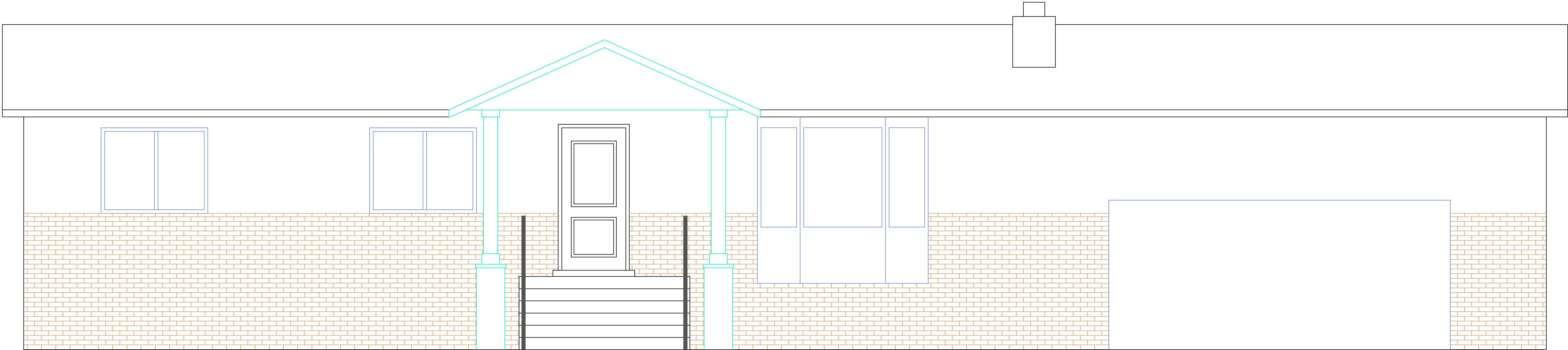
1. Aerial Photo
2. Street View Photo
3. Veenker Site Plan
4. Draft Ordinance



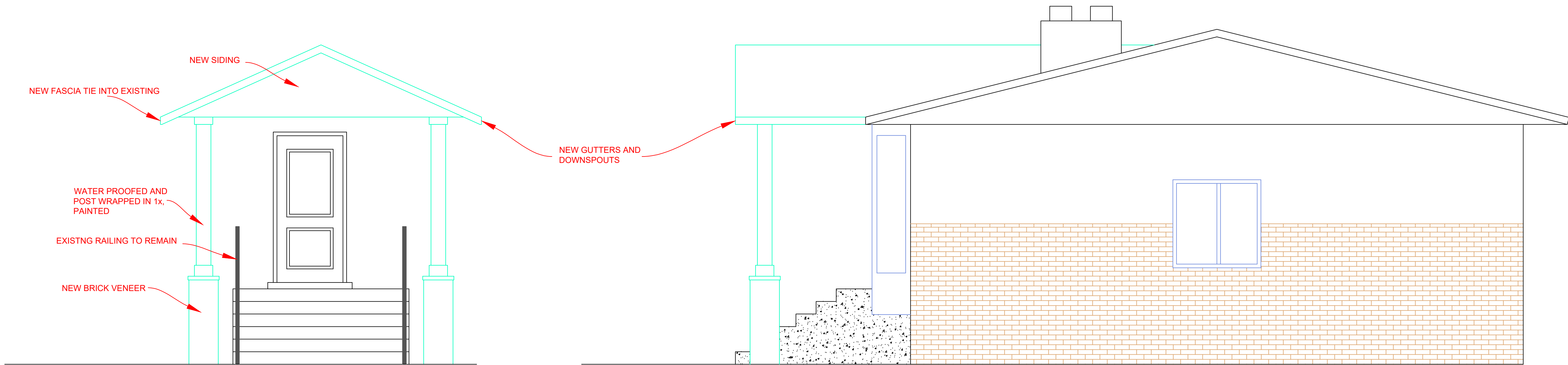
140 NORTH



Project No.	2512
Date	4/17/2025
Scale	
Sheet	



FRONT VIEW



FRONT FINISH DETAIL

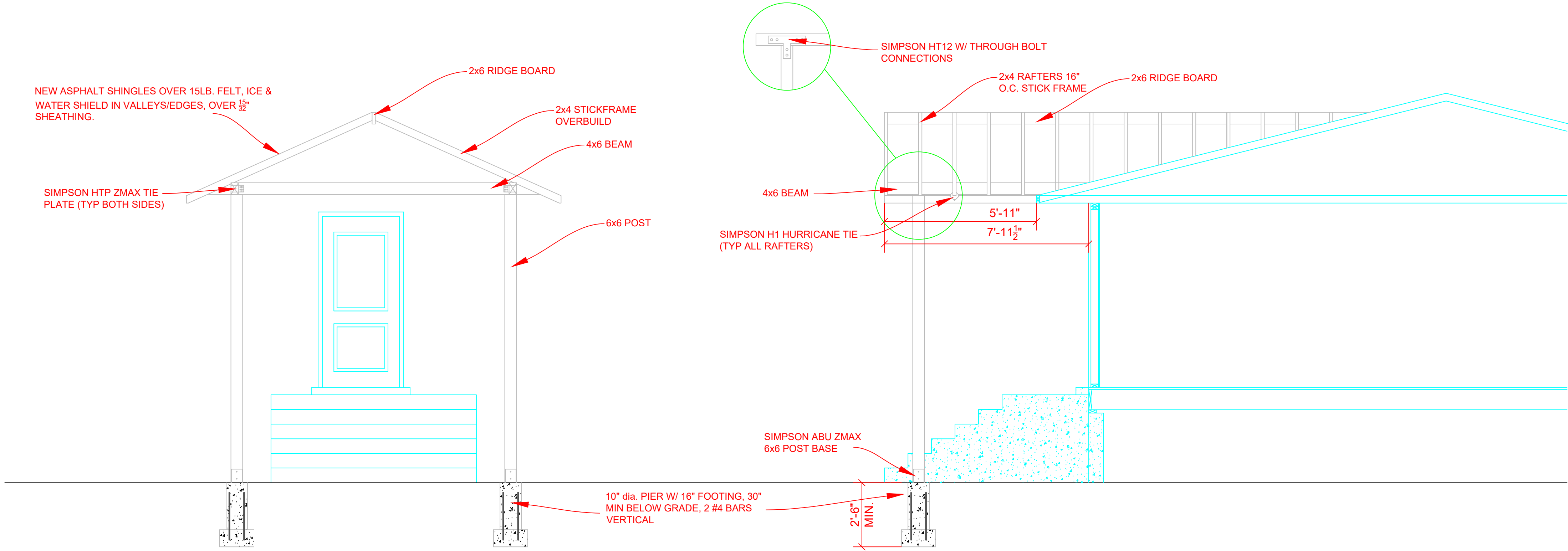
SIDE VIEW

Revisions	
REV A	4/17/2025
XXX	

Project Name/Address
VEENKER ENTRANCE
276 E 140 N LINDON UT 84042

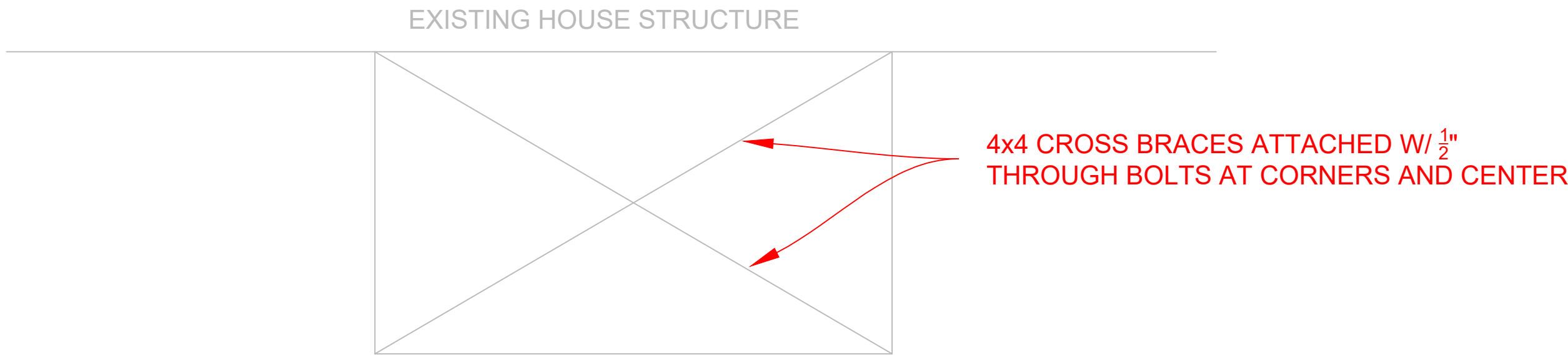
Drawing Title
ELEVATIONS

Project No.	2512
Date	4/17/2025
Scale	8" = 1'-0"
Sheet	



FRONT FRAMING DETAIL

SIDE FRAMING DETAIL



LATERAL SUPPORT WITH CROSS BRACING
PLAN VIEW

Revisions	
REV A	4/17/2025
XXX	

Project Name/Address	VEENKER ENTRANCE 276 E 140 N LINDON UT 84042
Drawing Title	FRAMING DETAILS

Project No.	2512
Date	4/17/2025
Scale	3/8" = 1'-0"
Sheet	

ORDINANCE NO. 2025-8-O

AN ORDINANCE OF THE CITY COUNCIL OF LINDON CITY, UTAH COUNTY, UTAH, AMENDING 17.44.090 – PROJECTIONS INTO YARDS AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Lindon City Council is authorized by state law to enact and amend ordinances establishing land use regulations; and

WHEREAS, the proposed amendment is consistent with the goal of the Lindon City General Plan to preserve and protect neighborhoods as diverse and attractive places; and

WHEREAS, the proposed amendment is consistent with the goal of the Lindon City General Plan to continue to plan for future growth and change; and

WHEREAS, the Lindon City Council finds that it is necessary to amend the Lindon City Projections Into Yards 17.44.090; and

WHEREAS, on June 10, 2025, 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 ordinance amendment and recommended that the City Council adopt the attached ordinance; and

WHEREAS, the Council held a public hearing on _____, 2025, to consider the recommendation and the Council received and considered all public comments that were made therein.

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

SECTION I: Amend Lindon City Code section as follows:

2. Depending on the size of the yard area and setback, the structures listed below may project into a minimum front, side, or rear ~~yard~~ ~~year~~ not more than the following distances:

a. The following may project into a minimum front, side or rear yard not more than twenty-four inches (24"): cornices, eaves, belt courses, sills, buttresses, or other similar architectural features; fireplace structures and bays (provided, that they are not wider than eight feet (8'), measured generally parallel to the wall of which they are a part), awnings and planting boxes or masonry planters.

b. Single-family dwellings in a residential zone may have a front porch that projects into the front yard setback, if the following requirements are met:

I. The porch has an entrance facing the street.

II. The porch may project up to thirty percent (30%) of the allowable front yard setback. If the porch includes a roof structure, the roof structure shall be included in the thirty percent (30%) projection allowance.

III. Stairs to the porch shall be included in the allowable projection percentage.

IV. The porch may extend up to twenty-five percent (25%) of the width along the front

elevation of the single-family dwelling.

V. The porch shall remain open on three (3) sides. Porch walls are allowed if they are no taller than forty (40) inches as measured from the porch floor.

VI. The portion of the porch within the setback does not include space for any other use, such as living or storage space.

c b. The structures listed below may project into a rear yard not more than twelve feet (12'): a shade structure or uncovered deck (which does not support a roof structure, including associated stairs and landings) extending from the first story of a building, provided such structure is open on at least three (3) sides, except for necessary supporting columns and customary architectural features.

i. Within zones where the minimum rear yard setback is less than twenty feet (20'), structures listed above must maintain a ten-foot (10') setback from the rear property line;

d e. The following may project into a front, side, or rear yard (above or below grade) not more than four feet (4') as long as they are uncovered (not supporting a roof structure): unenclosed stairways, balconies, landings, and fire escapes.

i. Within zones where the minimum front and rear yards are less than thirty feet (30'), structures listed above may project not more than four feet if uncovered.

ii. Within zones where the minimum side yard setback is less than ten feet (10'), the above-listed items may project into the side yard if a four-foot (4') setback from the projection to the side property line remains and there is no projection into the public utility easement.

e d. Properties with a corner street side yard setback of at least thirty feet (30'): an uncovered deck located at and accessible from the first story or below the first story, inclusive of stairs, may project not more than twelve feet (12') into a required corner street side yard setback.

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 provided by law.

PASSED and ADOPTED and made EFFECTIVE by the City Council of Lindon City, Utah, this _____ day
of _____, 2025.

Carolyn Lundberg, Mayor

ATTEST:

Britni Laidler,
Lindon City Recorder

SEAL

- 9. Public Hearing: Ordinance #2025-9-O; Street Classification Update.** The Council will review and consider an update to LCC 17.32.110 and the Street Master Plan Map adding Major and Minor Arterial street classifications to certain regionally significant roadways.

Sample Motion: I move to (approve, deny, or continue) Ordinance #2025-9-R (*as presented, or with changes*).

A request to amend the Lindon City General Plan Street Master Plan Map, Development Manual, and Lindon City Code 17.32.

Date: July 7, 2025

Applicant: Lindon City

Presenting Staff: Michael Florence

Type of Decision: Legislative

Council Action Required: Yes, the planning commission unanimously recommended approval

City File Number: 25-024-6

Summary of Key Issues

Lindon City is proposing to amend the follow:

- An amendment to Chapter 17.32 of the Lindon City Code to include Minor and Major Arterial street classifications.
- Updating the Lindon City General Plan Street Master Plan Map to designate certain roadways as Major and Minor Arterials. Major and Minor Arterials are new classifications. Previously, Lindon City Code and the General Plan Street Master plan map only called out Arterial roadways which are streets with a right-of-way width of 82' or greater.
- Updating the Lindon City Land Development Policies, Standard Specifications and Drawing (development manual) to include Major and Minor Arterial streets and establishing a cross-section for Minor Arterials. Minor Arterials are proposed to have the same roadway cross-section as Collector and Local Commercial Streets.

Lindon City engineers evaluated the General Plan Street Master Plan Map and have determined that several roadways within Lindon City that are currently classified as Major Collectors are more regionally significant roadways as they carry larger volumes of traffic and provide connections between multiple jurisdictions, and/or provide connections between two or more state highways, and those roads would more appropriately be classified as arterials. City engineers have prepared the maps and recommended which streets should be reclassified.

The primary basis of this change is to enable these roadways to potentially be eligible for State or Federal funding as needed for construction, intersection improvements, congestion relief projects, etc. Lindon City has coordinated with Mountainland Association of Governments (MAG) and has determined that regionally significant roadways may be eligible for road construction and traffic congestion relief, but only if such roadways are classified as arterial roads (minor or major).

Reclassification to minor or major arterial roadways by the City does not require widening of the roads, nor changes to the current cross-section of the roads, nor an increase of the speed limit of the roadways.

Minor Arterial, Collector (major and minor), and Local Commercial streets have a right-of-way width of 66' and an asphalt width of 48'. Major Arterials are typically UDOT-owned streets such as State Street and 700 N., and would have a right-of-way width of 82' or greater.

Motion

I move to (approve, deny, or continue) Ordinance 2025-09-O of the city's request to:

1. Amend Title 17.32 of the Lindon City Code to include Major and Minor Arterial streets;
2. Amend the Lindon City Street Master Plan Map to include Minor and Major Arterial street classifications and to designate the location of such roadways on the Street Master Plan map; and
3. Amend the Lindon City Land Development Policies, Standard Specifications, and Drawings (Development Manual) to include Minor Arterial streets.

Overview

- The following street changes are proposed to have a classification change to Minor Arterial:
 - 200 S. (between 2000 W. and State Street)
 - 2000 W. (between 700 N. & Proposed Vineyard Connector)
 - 400 W. (between 600 S. & 400 N)
 - 400 E. (between 200 S. & 1000 S in PG)
 - 1200 E.
- The current classification of these streets is Major Collector.
- The proposed classification of these streets is Minor Arterial.
- The right-of-way width cross-section for Minor Arterial roadways will be 66' which is the same as Collector and Local Commercial Streets.

Lindon City General Plan

When considering amendments to the General Plan or zoning modifications, decision-makers should review relevant policy recommendations found in the General Plan. The Transportation Chapter of the General Plan outlines:

- **Policy and Implementation Measures**
 - Goal 1 - Coordinate land use and circulation planning to provide development opportunities supported by major transportation routes and interchanges within and around Lindon.
 - Implementation Measure: Continue to coordinate with Mountainland Association of Governments (MAG), UDOT, and UTA on regional transportation planning.
 - Policy 1.2 – Ensure that the city retains overall control over the design and location of the major street system within future growth areas.
 - Implementation Measure - Require adequate thoroughfare systems within future growth areas and designate sufficient rights-of-way prior to land development or through the plan approval process.
 - Goal 3 implementation Measure – Design and install local streets to discourage through-traffic in residential neighborhoods, directing traffic to higher-capacity classifications.

Exhibits

1. Adopting Ordinance 2025-09-O
2. Land Development Policies, Standard Specifications and Drawing (development manual) amendments
3. Proposed General Plan Street Master Plan Map
4. "Redline" map identifying roadway amendments on the General Plan Street Master Plan Map

Ordinance No. 2025-09-Q

AN ORDINANCE AMENDING CHAPTER 17.32.110 OF THE LINDON CITY CODE TO INCLUDE MINOR AND MAJOR ARTERIAL STREET CLASSIFICATIONS AND UPDATING THE LINDON CITY STREET MASTER PLAN MAP TO DESIGNATE CERTAIN ROADWAYS AS MINOR AND MAJOR ARTERIAL STREETS, AND APPROVING APPLICABLE CHANGES TO THE LINDON CITY LAND DEVELOPMENT POLICIES, STANDARD SPECIFICATIONS AND DRAWINGS (DEVELOPMENT MANUAL), AND SETTING AN EFFECTIVE DATE.

WHEREAS, Lindon City has evaluated its Street Master Plan Map and has determined that several roadways within Lindon City that are currently classified as Major Collectors are more regionally significant roadways as they carry larger volumes of traffic and provide connections between multiple jurisdictions, and/or provide connections between two or more state highways, and that said roads would more appropriately be classified as arterials; and

WHEREAS, Lindon City has coordinated with Mountainland Association of Governments (MAG) and has determined that regionally significant roadways may be eligible for road construction and traffic congestion relief, but only if such roadways are classified as arterial roads (minor or major); and

WHEREAS, reclassification to minor or major arterial roadways by the City does not require widening of the roads, nor changes to the current cross-section of the roads, nor increasing of the speed limit of the roadways; and

WHEREAS, Lindon City finds it prudent and in the best interest of the City and its residents to reclassify these specific roadways as Minor or Major Arterials to more accurately reflect the nature of these roadways as regionally significant corridors, and to provide the potential opportunity for future funding through MAG or other State or Federal agencies for construction and/or enhancement of these roadway corridors as needed.

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

PART ONE: Amendment of Chapter 17.32.110 (Streets) of the Lindon City Code.

17.32.110(5):

5. Minimum right-of-way widths for public streets shall be adopted by the city council for various categories of streets, but shall in no case be less than the following:

- a. ~~Major A~~arterial street, eighty-two feet (82');
- b. ~~Minor arterial, C~~ollector and local commercial street, sixty-six feet (66');
- c. Local residential street, fifty feet (50').

Amendment of the **Lindon City Land Development Policies, Standard Specifications and Drawings** (Development Manual) as follows:

Section 3.02 Design Criteria, of the Development Manual. See attached Exhibit A.

Standard Drawing #2a. See attached Exhibit B.

Amendment to the **Lindon City Street Master Plan Map** as found within the Lindon City General Plan:
See **Street Master Plan Map**, attached as Exhibit C.

PART TWO: Severability.

Severability is intended throughout and within the provisions of this ordinance. If any section, subsection, sentence, clause, phrase or portion of this ordinance is held to be invalid or unconstitutional by a court of competent jurisdiction, then that decision shall not affect the validity of the remaining portions of this ordinance.

PART THREE: Effective Date.

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

PASSED AND APPROVED AND MADE EFFECTIVE by the City Council of Lindon City, Utah, this
_____ day of _____, 2025.

_____,
Carolyn O. Lundberg
Lindon City Mayor

ATTEST:

SEAL:

_____,
Britni Laidler
Lindon City Recorder

DIVISION 3

DESIGN CRITERIA

This division contains additional design criteria that are to be used on designs in the City. The City Engineer shall have authority to modify the criteria as needed to meet changing or unusual needs or conditions. Some design criteria is also found in Section [17.32](#) of the Lindon City Code.

SECTION 3.01 STORM DRAINAGE CRITERIA

Refer to Storm Water Performance Criteria and Design Guidelines in Appendix C of this manual.

SECTION 3.02 STREET DESIGN CRITERIA

The following street design criteria apply to all street designs in the City. Additional design criteria are specified in the Lindon City Code.

1. Functional Classification

Refer to the Lindon City [Street Master Plan Map](#) for functional classification designation on existing and future planned streets.

2. Design Speed

- a. Local street shall be designed to at least 25 mph
- b. Collector streets shall be designed to at least 35 mph

3. Horizontal Curves

and arterial

Changes in horizontal alignment of over one degree shall be made using horizontal curves. In some cases horizontal alignment changes on local streets may be allowed without a horizontal curve if the resulting alignment functions as a two legged intersection.

- a. Local streets shall have a centerline radius of at least 150 feet.
- b. Collector streets shall have a centerline radius of at least 300 feet.

4. Street Profile Design

Streets shall be designed with vertical curves where grade changes greater than 1% occur.

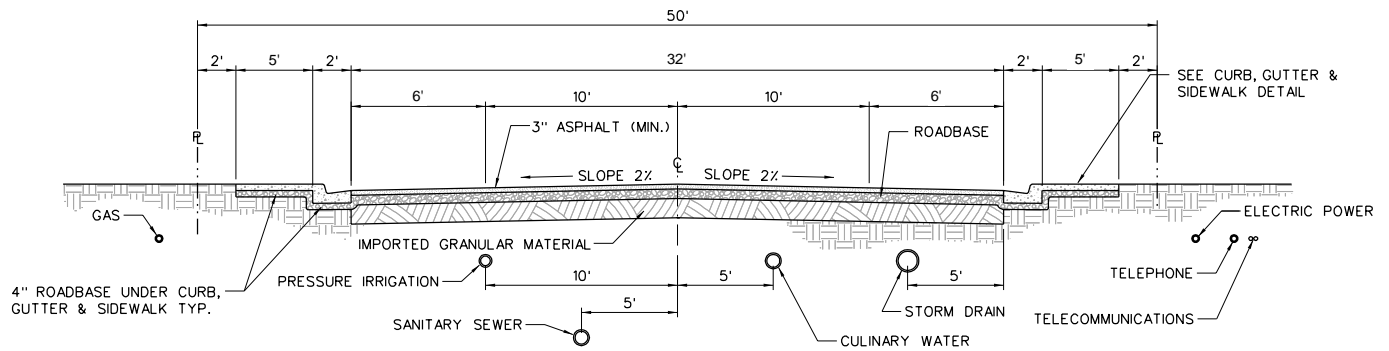
5. Intersection Design

Curb returns shall be designed such that there is a smooth transition from one leg of the intersection to another, using vertical curves where grade changes greater than 2% occur. The designer shall include enough information on the plans to demonstrate compliance. In most cases, this requires profiling the top back of curb through the curb returns.

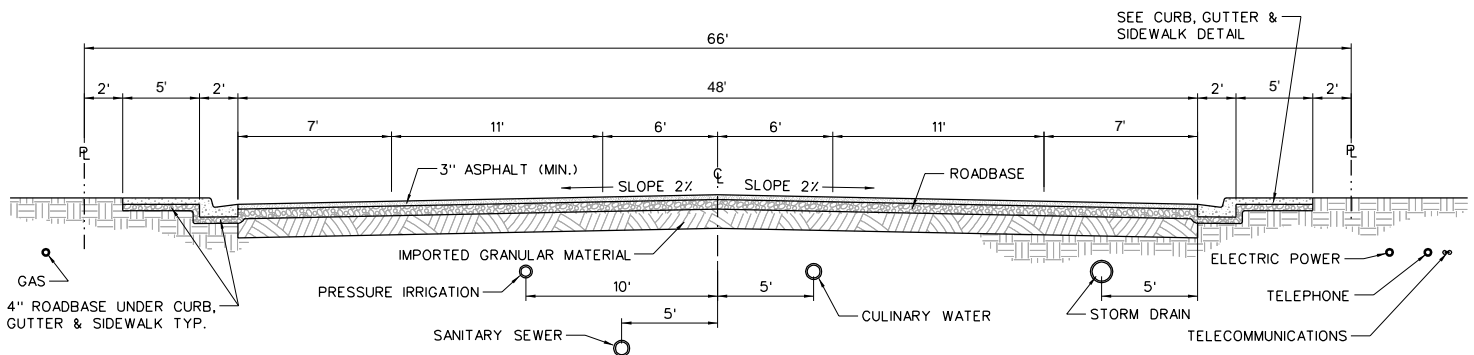
6. Curb Ramp Design

Curb ramps shall be designed in accordance with current ADA standards and guidelines, and shall be the Accessibility Standards found in the Lindon Standard Specifications (see Division 12, Concrete Curb and Gutter and Sidewalk).

7. Cross Sections



**LOCAL RESIDENTIAL
50' STREET CROSS-SECTION
LOOKING NORTH OR WEST**

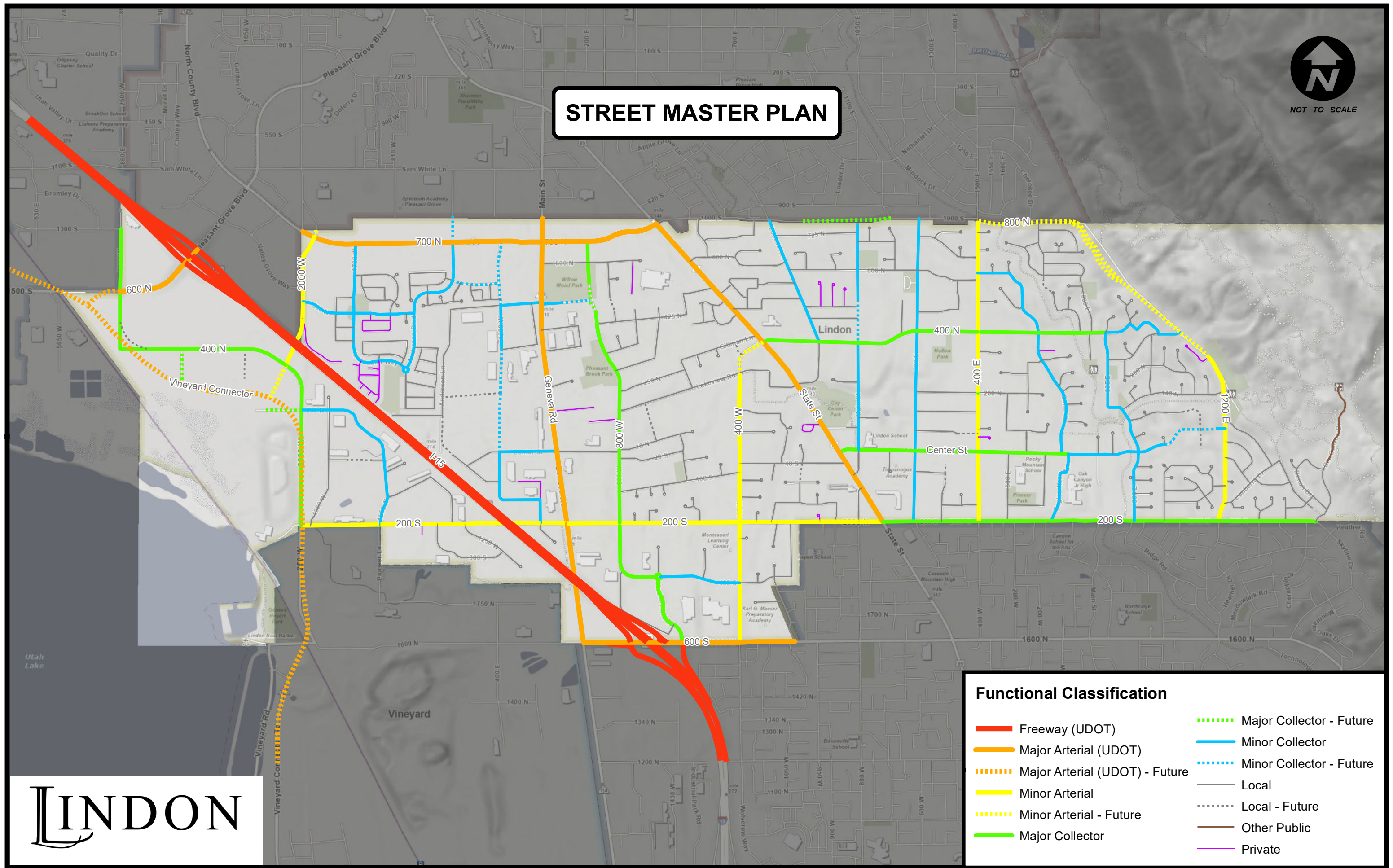


**MINOR ARTERIAL, COLLECTOR & LOCAL COMMERCIAL
66' STREET CROSS-SECTION
LOOKING NORTH OR WEST**

NOTES:

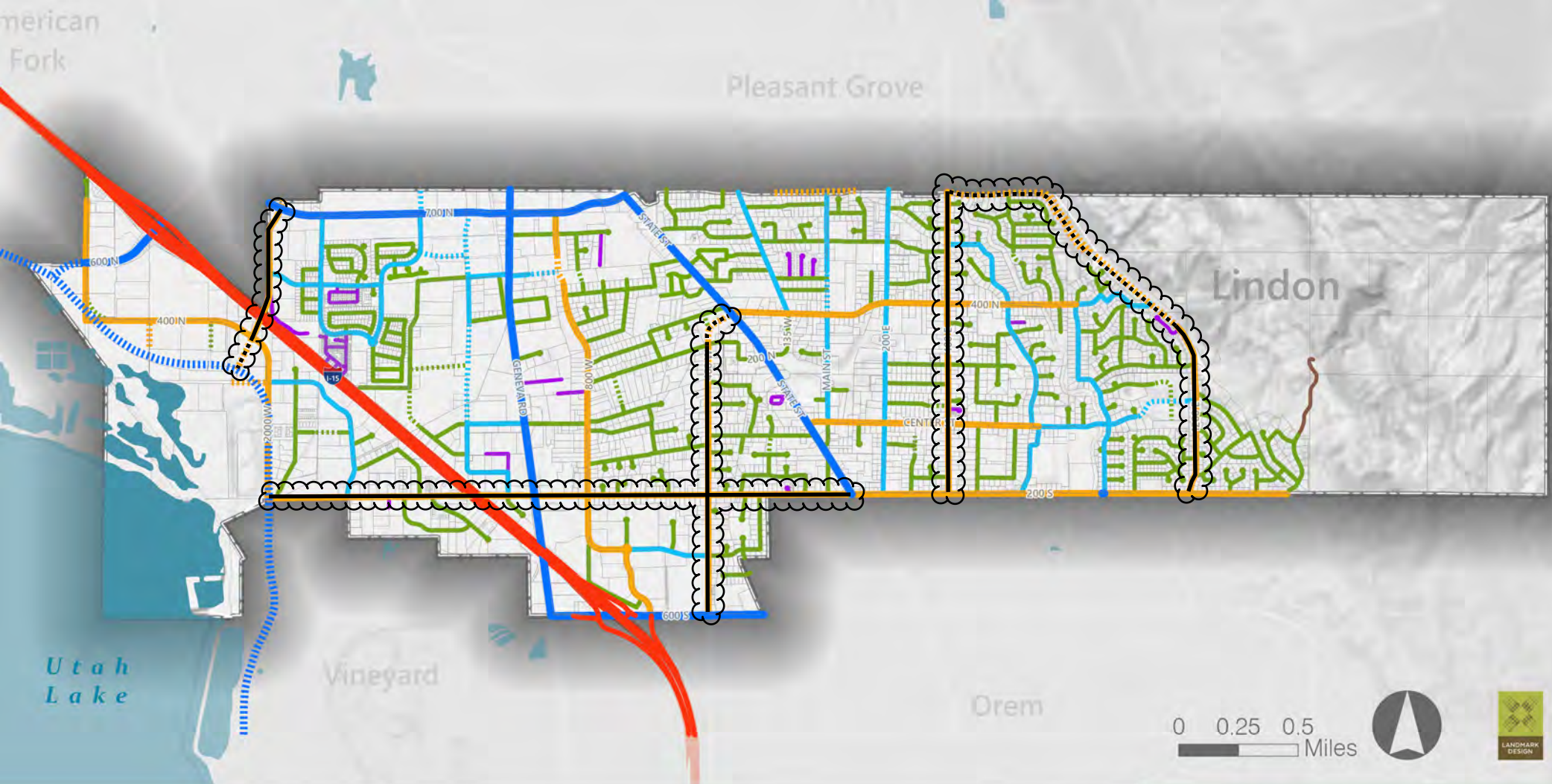
1. IMPORTED GRANULAR MATERIAL (SUB-BASE), ROADBASE, AND ASPHALT THICKNESSES SHALL BE DETERMINED BY PAVEMENT DESIGN.
2. DRINKING WATER PIPELINES SHALL BE INSTALLED ON THE NORTH AND EAST SIDE OF THE STREET, UNLESS APPROVED OTHERWISE BY THE CITY ENGINEER.
3. FIRE HYDRANTS SHALL BE LOCATED EVERY 400 FEET AND ON THE SAME SIDE OF THE STREET AS THE DRINKING WATER PIPELINES, UNLESS APPROVED OTHERWISE BY THE CITY ENGINEER.
4. WATER VALVES SHALL BE CLUSTERED AT THE FITTING ON THE MAIN, UNLESS APPROVED OTHERWISE BY THE CITY ENGINEER.
5. ALL DRINKING WATER MAIN PIPELINES SHALL BE 8-INCH MINIMUM.
6. ALL PRESSURE IRRIGATION MAIN PIPELINES SHALL BE 6-INCH MINIMUM, UNLESS APPROVED OTHERWISE BY THE CITY ENGINEER.
7. TELECOMMUNICATIONS CONDUIT SHALL BE LAID WHERE TELEPHONE CONDUIT IS LAID.
8. REQUIRED COVER OVER UTILITY LINES SHALL BE AS FOLLOWS:
 CULINARY WATER = 48" MINIMUM
 PRESSURE IRRIGATION = 24" MINIMUM
 SANITARY SEWER = PER DESIGN
 STORM DRAIN = PER DESIGN
 TELECOMMUNICATIONS = 24" MINIMUM
 ALL OTHERS = PER UTILITY REQUIREMENTS
9. SIDEWALK NOT REQUIRED IN INDUSTRIAL ZONES WEST OF GENEVA ROAD.

STREET MASTER PLAN



Functional Classification

Freeway (UDOT)	Major Collector - Future
Major Arterial (UDOT)	Minor Collector
Major Arterial (UDOT) - Future	Minor Collector - Future
Minor Arterial	Local
Minor Arterial - Future	Local - Future
Major Collector	Other Public
	Private



Functional Classification

- Freeway (UDOT)
- Major Arterial (UDOT)
- - - Future Major Arterial (UDOT)
- Major Collector
- - - Future Major Collector
- Minor Collector

- - - Future Minor Collector

- Local
- - - Future Local
- Other Public
- Private

 Lindon City Boundary

 Minor Arterial

 Future Minor Arterial

Map 6 Street Master Plan

ADOPTED JULY 3, 2023



Lindon City General Plan

10. Review & Action: Tree removal along Geneva Road. Lindon Public Works Dept is requesting approval to remove 40 or more trees along Geneva Road due to site visibility concerns and root intrusion into city storm drain lines. Cost of removal, pruning, and traffic control is estimated at \$22,600.

Sample Motion: I move to (approve, continue, deny) removal of city trees along Geneva Road (*as presented, or with changes*).


FW: Multiple root intrusions 325 N Geneva rd SD northbound cctv direction

From Juan Garrido <jgarrido@lindon.gov>

Date Thu 6/12/2025 9:30 AM

To Heath Bateman <hbateman@lindon.gov>; Michael Florence <mflorence@lindon.gov>; Adam Cowie <acowie@lindon.gov>; Van Broderick <vbroderick@lindon.gov>

Cc Paul Miller <pmiller@lindon.gov>; Matt Neer <mneer@lindon.gov>

 3 attachments (12 MB)

IMG_2162.jpg; IMG_2161.jpg; IMG_2163.jpg;

All,

PW's is looking at doing some tree work on the East side of Geneva Rd.

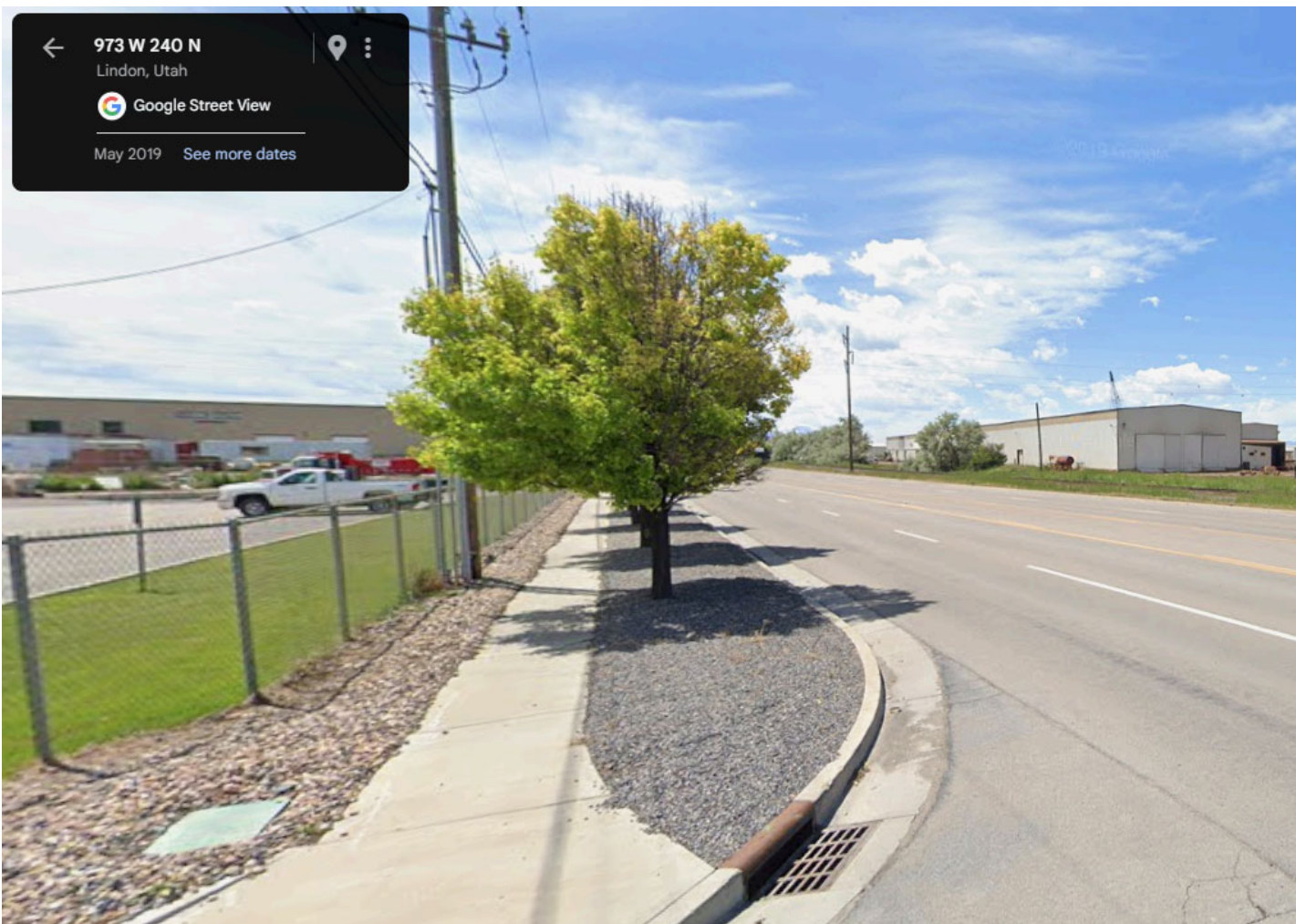
The first complaint came in regarding (1) tree branches obstructing the sidewalk, we then looked at the (2) visibility from west bound traffic coming onto Geneva Rd from a semi point of view, the third issue is (3) tree roots entering the storm drain pipelines that are located on the East side of the curb and gutter shown on the pictures below, I would also like to point out the power lines above the trees.

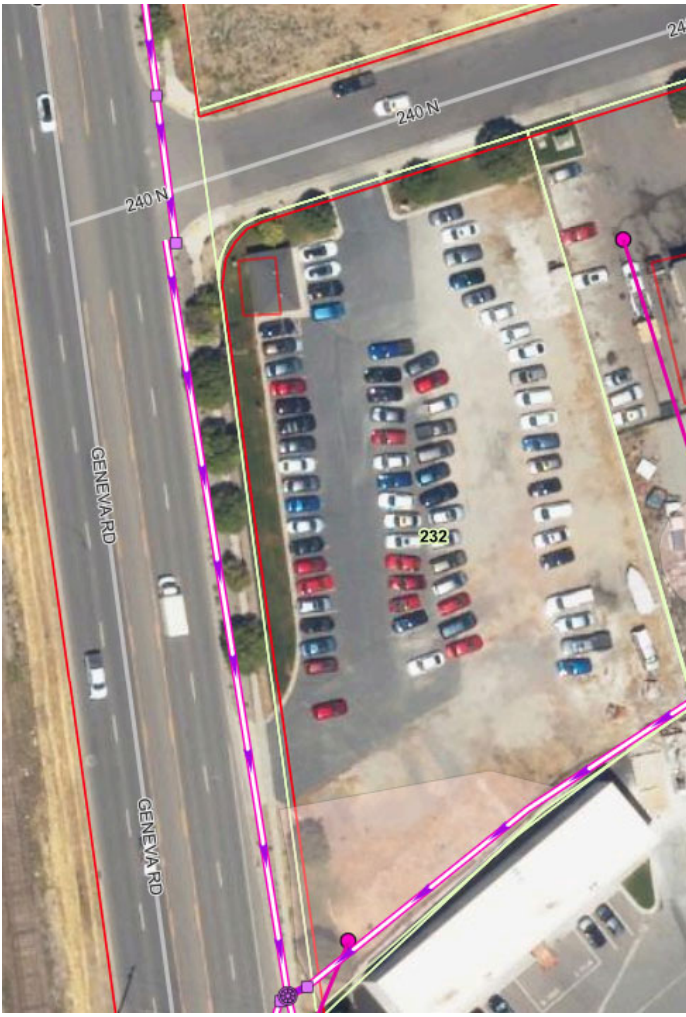
To address complaint (1)(2), we will need to remove 7 trees and prune 28 trees (\$4,600 rough estimate with traffic control); to address issue (3), we will need to remove 35 trees (\$18,000 rough estimate with 7-day traffic control).

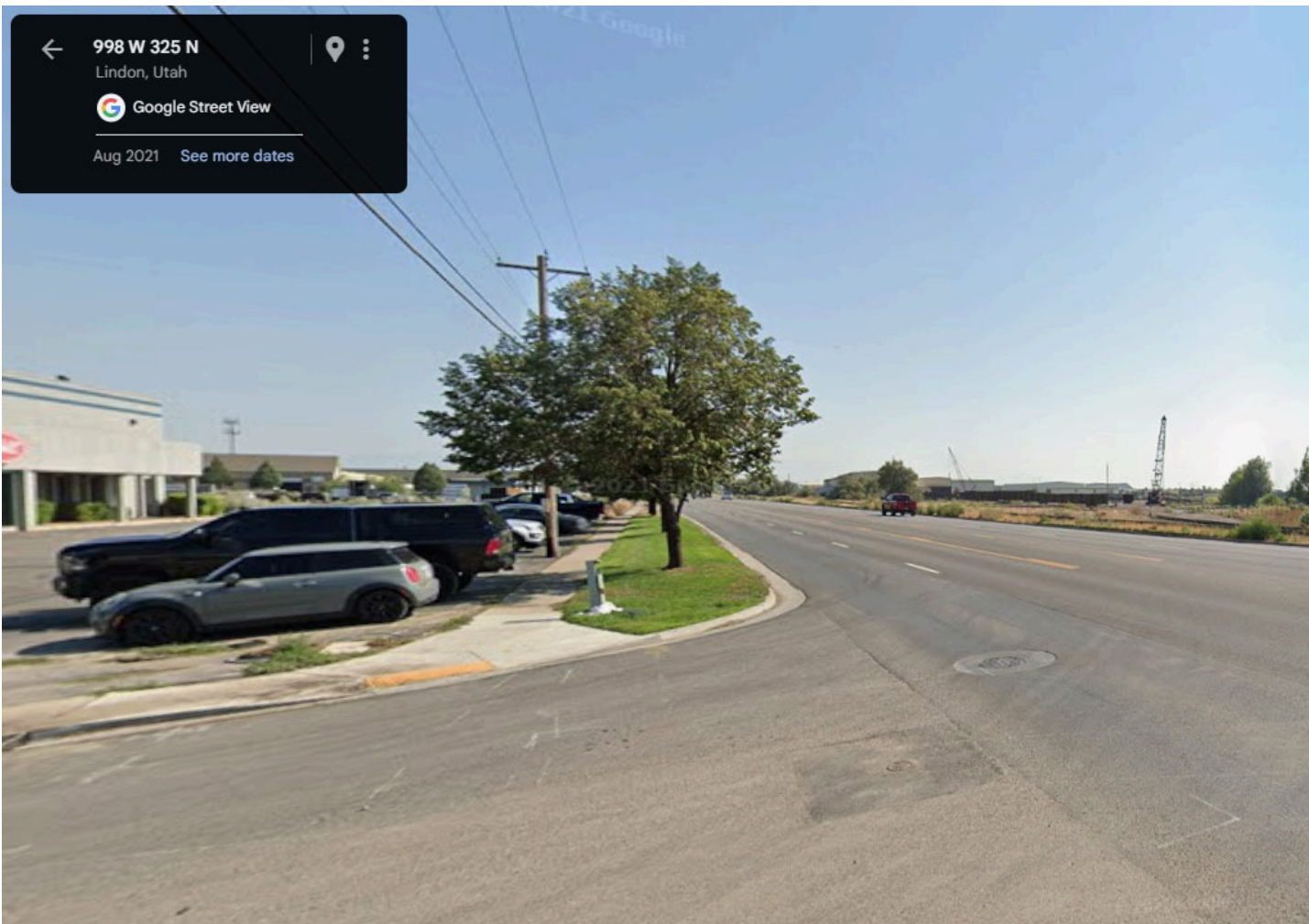
I would like to present this project to City Council.

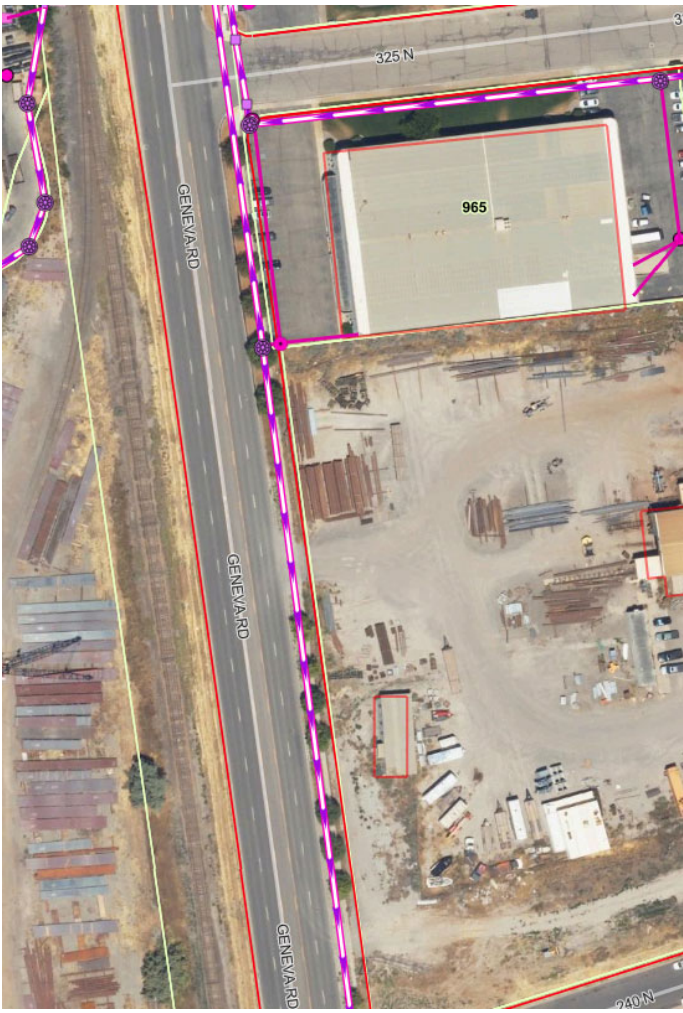
Let me know if you have any questions and how to proceed.

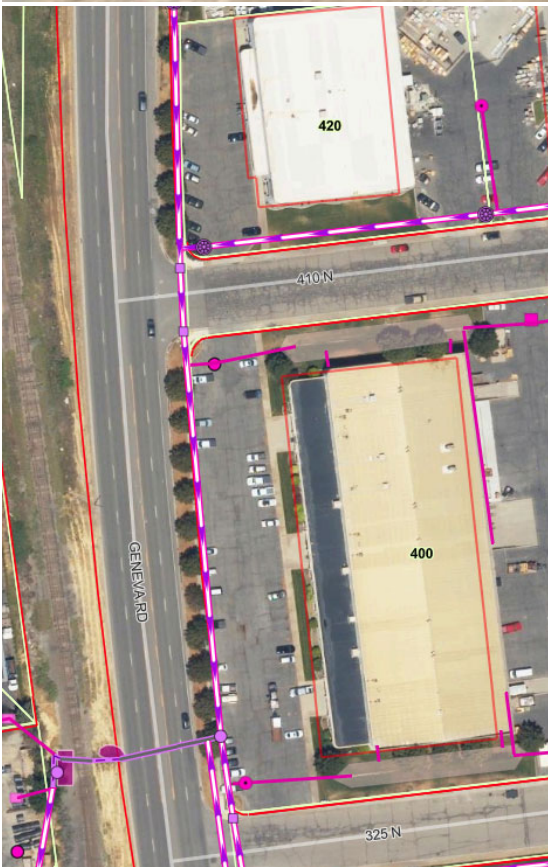
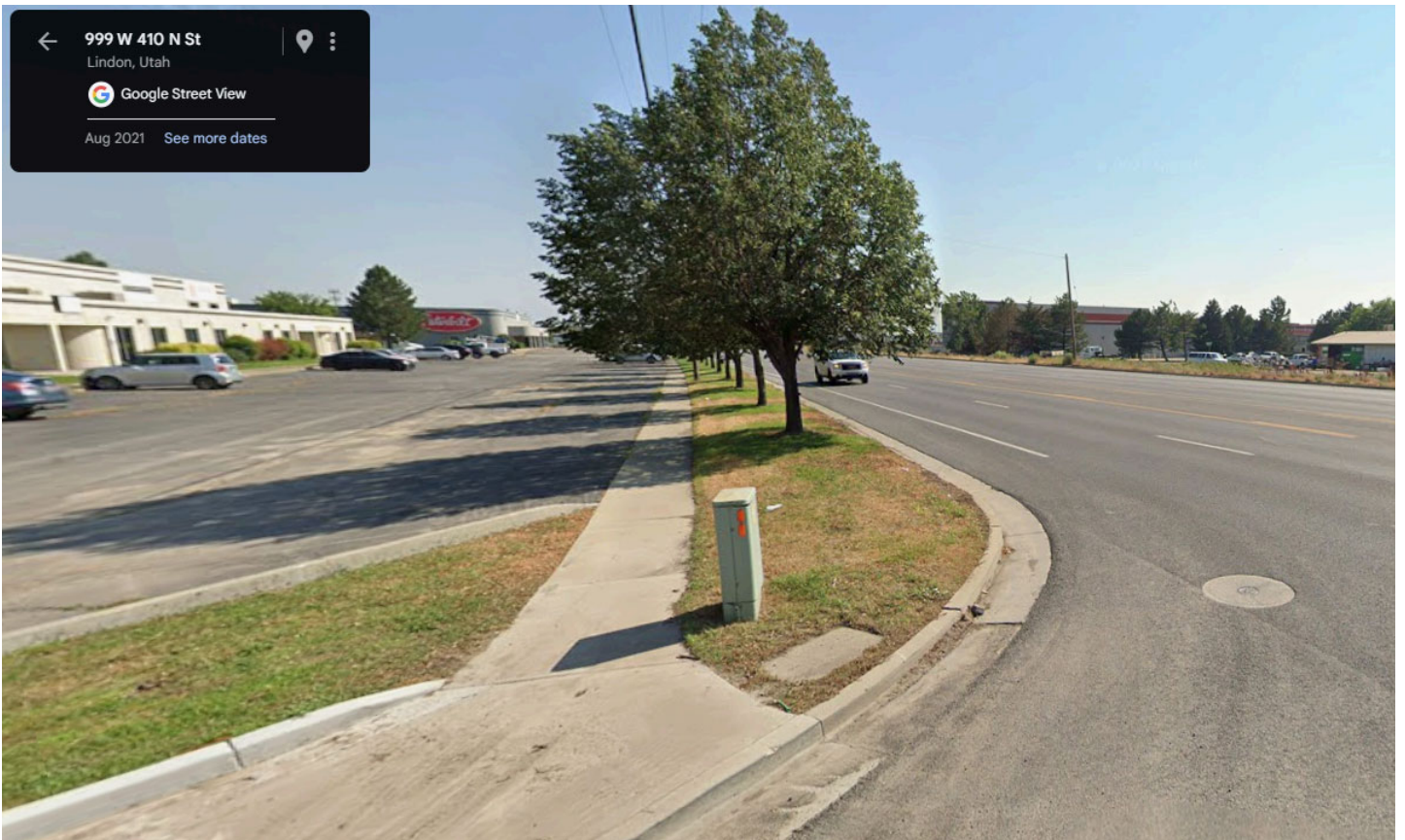
Thanks,











Juan Garrido
Public Works Director, Lindon City
946 West Center Street
Lindon, UT 84042
801-796-7954 Office
801-420-1272 Cell
jgarrido@lindon.gov



From: Tyler Pritchett <tpritchett@lindon.gov>

Sent: Wednesday, June 11, 2025 3:51 PM

To: Juan Garrido <jgarrido@lindon.gov>; Paul Miller <pmiller@lindon.gov>; Matt Neer <mneer@lindon.gov>; Cameron Hardman <chardman@lindon.gov>

Subject: Multiple root intrusions 325 N Geneva rd SD northbound cctv direction

Large root mass holding debri and garbage at 12' cctv abandoned could not pass root mass

Tyler Pritchett

Wastewater Lead Operator

Email: tpritchett@lindon.gov

Mobile: 801-360-5491 | **Phone:** 801-796-7954

Address: Lindon City, 946 W. Center Street, Lindon UT, 84042





18h 26m
Video Player



11 57



325 N Geneva Road SD North
No inspection selected

0.00 ft
0.00 ft

STOP

PLAY

RENAME

HOME

MENU

SLIDE
RIGHT
>>

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SLIDE
LEFT

BACK

HELP

2025-06-11_11-00_0001.mp4



6.51 %
06-11-2025 11:04:20 AM 12.22 ft

00:04:14



18h 26m

Video Player



11 56



325 N Geneva Road SD North



No inspection selected

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RENAME

2025-06-11_11-00_0001.mp4

Lindon City



1.97 m

06 11 2025 11:01:18 AM

6.66 ft

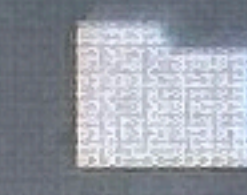
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18h 26m
Video Player



11 56



325 N Geneva Road SD North
No inspection selected

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0.00

STOP

PLAY

RENAME

2025-06-11_11-00_0001.mp4

Lindon City



06 11 2025 11:01:18 AM

7.16 ft

00:01:09

HOM

MEN

SLIDE
RIGHT
>>

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SLIDE
LEFT

BACK

HELP

11. Review & Action: NUCAC Interlocal Agreement & Board Appointment; Resolution #2025-15-R. The Council will review and consider a request by Public Works Director, Juan Garrido, to join an Interlocal Agreement with other north Utah County cities to become a member of the North Utah County Aquifer Council (NUCAC) and appoint a city representative to serve on the NUCAC Board.

Sample Motion: I move to (approve, continue, deny) Resolution #2025-15-R (*as presented, or with changes*).

RESOLUTION NO. 2025-15-R

**A RESOLUTION APROOVING LINDON CITY TO BECOME A SUBSEQUENT MEMBER OF
AN INTERLOCAL AGREEMENT WHICH CREATED THE NORTH UTAH COUNTY
AQUIFER COUNCIL (NUCAC), AND SETTING AN EFFECTIVE DATE.**

WHEREAS,; multiple cities in northern Utah County were concerned about aquifer draw-down and recharge and have previously created an Interlocal Agreement to form the North Utah County Aquifer Council (NUCAC) to study aquifers and water conservation in the area; and

WHEREAS, has participated with NUCAC over the last few years on aquifer draw-down and recharge studies, and now desires to become a member of NUCAC; and

WHEREAS, the Lindon Public Works Director will serve as the official Lindon City representative on the NUCAC; and

WHEREAS, the Lindon City Council finds that joining NUCAC is in the best interest of the citizens of Lindon to participate in studying and protecting aquifers in our general area to help preserve water resources for future generations.

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

1. The Lindon City Council approves becoming a member of the North Utah County Aquifer Council and authorizes the Mayor to sign the Interlocal Agreement creating NUCAC and becoming a subsequent member.
2. The Lindon City Public Works Director will serve as an official representative of Lindon City on the NUCAC.

Adopted and approved this 7th day of July.

By _____
Carolyn O. Lundberg, Mayor

Attest:

By _____
Britni Laidler, City Recorder

SEAL:

INTERLOCAL AGREEMENT CREATING THE NORTH UTAH COUNTY AQUIFER COUNCIL

THIS INTERLOCAL AGREEMENT (“Agreement”) is made and entered into as of the 28TH day of FEBRUARY, 2017 (the “Effective Date”), under the authority of the Utah Interlocal Cooperation Act, Title 11, Chapter 13, Utah Code Ann. 1953, as amended (the “Act”), and specifically Section 11-13-203 of the Act, by and among Central Utah Water Conservancy District, a water conservancy district organized under the laws of the State of Utah, and the following Utah municipal corporations situated within northern Utah County: Pleasant Grove City, American Fork City, Highland City, Alpine City, Lehi City, and Saratoga Springs City (all being hereinafter sometimes referred to herein collectively as the “Members,” and individually as a “Member”).

W I T N E S S E T H

WHEREAS, it is generally recognized and agreed among the Members that the limited surface water and groundwater resources in north Utah County are hydrologically connected and directly interrelated; and

WHEREAS, each of the Members, under the authority of their respective water rights, own surface water diversion structures, groundwater wells and other facilities from and through which they each draw water from the common surface and groundwater sources of supply available in north Utah County for diversion and use within their respective service areas; and

WHEREAS, the Members each recognize the need to plan and work together in preserving, protecting and where possible enhancing the critical water resources they share in common as each of the Members continues to develop their respective water systems in satisfaction of the demands of continuing population growth in north Utah County; and

WHEREAS, under the auspices of a now dissolved interlocal agency previously formed among the Members, an Aquifer Storage and Recovery Feasibility Study (the “ASR Study”) was commissioned and completed which investigated the potential for recharging the ground water in north Utah County in accordance with the authority of the Utah Groundwater Recharge and Recovery Act; and

WHEREAS, the ASR Study recommended several potential Aquifer Storage and Recovery (“ASR”) projects that would benefit the groundwater resources in north Utah County; and

WHEREAS, the Members have contributed to the preparation of and have reviewed various planning studies and documents commissioned for the purpose of investigating the surface and groundwater resources in north Utah County, including, but not limited to, the following:

(1) Conjunctive Management of Surface and Groundwater in Utah. State of Utah Natural Resources, Division of Water Resources, July, 2005.

(2) Hydrology of Northern Utah Valley, Utah County, Utah, 1975 – 2005, Scientific Report 2008-5197, U.S. Department of Interior, U.S. Geological Survey.

(3) Three Dimensional Numerical Model of Groundwater Flow in Northern Utah Valley, Utah County, Utah. Scientific Investigation Report 2008-5049. U.S. Department of the Interior, U.S. Geological Survey.

(4) North Utah County Groundwater Recharge Study, Highland City, Department of Public Works, January, 2009

(5) Aquifer Storage and Recovery (ASR) Feasibility Study, North Utah County Aquifer Association, Prepared by Hansen, Allen, & Luce, Inc., August, 2012.

(6) Utah Lake Basin Planning for the Future. June, 2014. Utah State Water Plan. Utah Division of Water Resources.

WHEREAS, it is the intent of the Members that all Groundwater Projects be developed by one or more Members under their individual water rights through projects funded and completed by the individual Member or Members pursuing the project; and

WHEREAS, given the hydrologic connectivity of the surface and groundwater sources of supply in north Utah County, the common interests of all the Members in the continued diversion and use of the same groundwater supply, and the inevitability of increased withdrawals by the Members from these sources, the Members have determined it to be in the best interest of each of the Members individually, and in their mutual common interest and the interests of the citizens whom they serve, that an interlocal council be established among the Members, the purpose and function of which is to coordinate and facilitate the on-going planning and development of groundwater resources in north Utah County and Member Groundwater Projects as they develop, as more particularly set forth herein;

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the Members contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned Members hereby agree as follows:

ARTICLE I CREATION AND NAME

Pursuant to and in conformance with the requirements of Section 11-13-202 of the Act, the Members hereby create the NORTH UTAH COUNTY AQUIFER COUNCIL (the “Council”), acting jointly and cooperatively in the fulfillment of its purposes, and having only those powers, enumerated herein and not as an interlocal entity as defined in the Act.

ARTICLE II MEMBERSHIP

2.1. Members. Each Member signatory to this Agreement, and each additional public agency, as defined in the Act, which is accepted for membership as provided in this Agreement and which shall hereafter sign this Agreement shall be a Member of the Council and be entitled to all rights, privileges and obligations of membership as provided herein.

2.2. Obligations of Membership. Each Member of the Council shall be obligated:

2.2.1. to duly appoint a representative to serve on the governing Board of the Council as provided in Section 4.1 herein, and to otherwise remain an active participant in the Council;

2.2.2. to timely pay when due annual and special assessments as shall be duly levied, by the Council Administrator as designated in Section 4.2 herein, from year-to-year to fund the Council's purposes, powers and functions as provided on this Agreement; and

2.2.3. to timely review, comment on and respond to matters submitted by the Board to the governing boards of the Council Members.

2.3. Donation of In-kind Resources. Members, at their sole discretion, may contribute resources via in-kind materials, equipment, facilities or services which benefit the Council; however, any such contribution shall not be accepted in lieu, partially or in full, of payment of assessments duly levied by the Administrative Agency as provided herein in Section 4.2.2(a) herein, unless otherwise approved by the Board.

2.4. Suspension and Termination of Membership. Membership in the Council may be terminated in conformance with the following:

2.4.1. Voluntary Withdrawal.

(a) Any Member which desires to withdraw from the Council may do so by its governing body adopting a resolution of withdrawal to be submitted to the Council's governing board as defined herein.

(b) The withdrawal and termination of membership shall be effective as of the end of the Council's then current fiscal year. Withdrawal of a Member does not relieve the Member's obligation to pay its annual financial obligations to the Council for the then current fiscal year as set forth in Article V, or its share of obligations and liabilities incurred prior to withdrawal.

(c) A Member terminating its membership shall have no interest in the assets of the Council unless it is a Member at the time of dissolution of the Council.

(d) A Member who withdraws its membership shall have no further obligations to the Council and the Council shall have no further obligations to the withdrawn Member, except as

otherwise expressly provided for herein. The fact that a Member has previously withdrawn its membership or its membership has been cancelled shall not prohibit said Member from rejoining the Council pursuant to the authority of Section 2.5 herein.

2.4.2. Failure to Pay Assessments. The failure by a Member to pay assessments when due shall result in the suspension of that Member's membership for a period of sixty (60) days unless payment is sooner made in full. The failure to pay the past due assessment by the end of the 60-day suspension period shall result in the termination of membership effective immediately as of said date. The Member shall not be liable for the unpaid assessment that resulted in the termination of its membership.

2.4.3. Agreements Not Affected. Each Member of the Council acknowledges and agrees that the withdrawal of any Member from this Agreement pursuant to Section 2.2 shall not adversely affect this Agreement nor any other contractual relationship between the withdrawing Member and any other Member under this Agreement.

2.5. Subsequent Membership. Prospective Members who do not initially approve and become signatories to this Agreement, or who have withdrawn and wish to reapply, or who are newly created entities may join and become signatories to this Agreement upon approval of, and pursuant to conditions duly established by the Board, on a case-by-case basis.

ARTICLE III PURPOSES, POWERS AND FUNCTIONS OF THE COUNCIL

3.1. Purposes, Powers and Functions. The purposes, powers and functions of the Council shall be as follows:

3.1.1. Study and Evaluate Groundwater Resources. The Council shall have the power to study, review, evaluate and analyze all aspects of surface and groundwater resources in north Utah County for the purpose of:

(a) accumulating and disseminating to Members and other public agencies information pertaining to: (i) the hydrogeologic interactions between surface and groundwater resources; (ii) resource sustainability trends; (iii) the protection and optimal utilization of surface and groundwater resources; and (iv) the potential and methodology for recharging groundwater aquifers; and

(b) establishing general surface and groundwater protection and development criteria that can be considered by Members and other public agencies having jurisdiction over the north Utah County surface and groundwater resources; and

(c) providing for public input, participation, and education on issues relating to the use, protection, and development of surface and groundwater resources in north Utah County.

3.1.2. Review and Coordination of Specific Groundwater Projects; Procedure.

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(a) For the purposes of this Section, the term “Groundwater Project(s)” shall be defined to mean: (i) the design, drilling, testing and operation of wells from which groundwater is to be produced and diverted from known groundwater aquifers within north Utah County; (ii) the design, drilling, testing and operation of ASR projects through which water is to be injected and stored within and withdrawn from groundwater aquifers within north Utah County; and (iii) the design, testing and operation of other surface and/or groundwater facilities; any of which may have the potential to either adversely impact or contribute to and assist in the recovery of groundwater resources in north Utah County.

(b) Each Member proposing to initiate a Groundwater Project (“Sponsoring Member”), shall, no later than ten (10) working days prior to the next meeting of the Board, first submit to the Council, and to each of the other Members, a written detailed description of the Groundwater Project, together with the engineering, hydrologic and other technical data and materials generated and utilized by the Sponsoring Member as its basis for proceeding with the Groundwater Project (collectively, the “Project Proposal”).

(c) At the meeting at which the Project Proposal is formally presented to the Board, the Sponsoring Member shall present a detailed explanation of the proposed project and answer questions.

(d) Each of the other Members shall have 90 days from the date of the Board meeting at which the Project Proposal is first presented (the “Project Review Period”), to review and consider the Project Proposal and determine whether to join as a co-sponsor of the Groundwater Project. A decision by a Member to participate as a co-sponsor of a Groundwater Project shall be submitted in writing to the Council and the Sponsoring Member prior to the end of the Project Review Period, unless the time is extended by the Board.

(e) The Board shall review and evaluate the water rights and water right change applications, recharge applications, recovery applications, and other applications and submittals as may be required of the Sponsoring Member by other State, federal or local entities having jurisdiction over the Groundwater Project, for the purpose of identifying, addressing and assisting in the resolution of potential conflicts among the Members as a result of the Groundwater Project. Notwithstanding the foregoing, it is understood and agreed that the Council shall have no authority to veto or otherwise alter any Groundwater Project, and any Member may, in its discretion, protest any water right change application, or other application as provided by law.

(f) If there is more than one sponsor of an Groundwater Project, the co-sponsors shall, by separate interlocal agreement among them, set forth the terms and conditions pursuant to which the Groundwater Project shall be planned, designed, funded, developed, administered, constructed, owned, operated, accounted for, maintained, repaired, renewed and replaced. If there are no co-sponsors for an Groundwater Project, the Sponsoring Member shall, at its sole expense, plan, design, fund, develop, administer, construct, own, operate, account for maintain, repair, renew and replace the

Groundwater Project.

(g) In the case of either a single sponsored or co-sponsored Groundwater Project, the Sponsoring Member(s) of the Groundwater Project shall provide to the Council periodic updates and reports with respect to all aspects of the Groundwater Project during the course of its design, construction, and operation. The Council shall coordinate, review and report on all aspects of each Groundwater Project to the other Members of the Council in order to foster cooperation and promote maximum utilization of the groundwater resources among the Members, and to assist in the prevention and resolution of disputes among the Members pertaining to Groundwater Projects within north Utah County.

3.1.3. Advisory Resource to Members. The Council shall serve as an advisory body to the Members' governing bodies concerning proposed and ongoing Groundwater Projects and other projects involving groundwater sources of supply in north Utah County. Actions taken by the Board are not binding on a Member unless ratified by that Member's governing body.

3.1.4. General Powers. The Council, in general, shall have the power to plan, oversee, coordinate, review, advise, assist, share information and foster cooperation among the Members in the promotion and implementation of Member Groundwater Projects, in an effort to facilitate and coordinate aquifer recharge and storage within north Utah County, while minimizing the negative impacts of excessive groundwater withdrawals by the Members from the common aquifers as development occurs. The Council shall not have the power to tax or assess and collect fees or spend more than the assessments paid by its Members as provided herein; however, the Council shall have the power to apply for, receive and administer grants from federal, state and/or private sources for use in fulfilling its purposes, powers and functions.

3.2. No Superseding Authority. The Members hereby acknowledge and agree that the Council shall have no authority to supplant or otherwise interfere with any right, power or authority belonging to any individual Member under the Utah Constitution, state law, or any county or municipal ordinance, or by virtue of any other power or powers specifically given to them; nor does the Council have superseding authority over other government entities and jurisdictions. The Council shall likewise have no authority to require any alteration to the duly adopted plans or decisions of any Member or other agency or jurisdiction; however, the Board may, in the common interest of the Council, recommend changes to the duly adopted plans or decisions of any Member, agency or jurisdiction, and each Member agrees, in good faith, to duly consider any such recommendation made.

ARTICLE IV GOVERNANCE

4.1. Governing Board.

4.1.1. Membership and Appointment. Pursuant to Section 11-13-207 of the Act, there is hereby created a governing board of the Council (the "Board"), which shall consist of one representative from each Member duly appointed by the governing body of the Member. To serve on the Board, the

Member representative shall hold public office or be employed with the Member and have responsibility for the Member's infrastructure related to the diversion and use of water and the development and management of the Member's water supply. Due to the technical nature of the matters to be considered by the Board, it is recommended that member representatives holding public office have some technical understanding and/or background with respect to water, water rights and related issues. Each Member shall also appoint an alternate Member representative to serve on the Board in the absence of the regular Board member.

4.1.2. Board Terms. Board members shall serve until replaced by another representative appointed by the Member.

4.1.3. Compensation. Board members shall serve without compensation and shall have all Council-related expenses paid by their appointing Member.

4.1.4. Leadership. The Board shall have a Chair and Vice-Chair elected by and from the members of the Board, whose term shall be for a period of one year. Board members can be reelected on an annual basis. In the absence of the Board chair, the responsibility for conducting Board meetings or signing documents shall vest in the Vice-chair.

4.1.5. Regular Meetings. The Board should hold at least two regularly scheduled meetings within each fiscal year to accomplish the objectives of the Council. The meeting date, time, and agenda will be established by the Chair or by a majority vote of the Board.

4.1.6. Quorum; Voting. The attendance of a majority of the members of the Board at a meeting of the Board shall constitute a quorum for the transaction of the business of the Board. Each Board member shall be entitled to vote on all matters brought before the Board for a decision. A majority of the total votes cast by Board members at a meeting at which a quorum is present, shall constitute the approving action of the Board.

4.1.7. Minutes. The Board shall cause to be kept minutes of all meetings of the Board. As soon as possible after each meeting, a draft copy of the minutes shall be forwarded to the Board.

4.1.8. Notice of Meetings. Notice to Board members shall be sufficient if delivered in writing or by e-mail one week in advance, at the address or e-mail address which shall be required to be provided by each Board member to the Council.

4.1.9. Requests for Information. The Board shall see that all of its Members are informed regarding all activities of the Council and, accordingly, shall cause a copy of all materials to be considered at a meeting by the Board to be delivered one week in advance of the meeting to the individual Board members and to such other persons as the Member may request in writing, in such manner as it deems appropriate, including meeting agendas and minutes of past meetings.

4.1.10 Board Powers and Duties. The Board shall have the following powers and

duties: (i) the power to elect the Chair and Vice Chair of the Board; (ii) the power to recommend proposed changes to this Agreement that must be approved by the Members' governing bodies; (iii) the power to adopt budgets, work plans, amendment of budgets or the allocation or reallocation of budgeted amounts between budget categories; (iv) the power to establish rules and guidelines governing its own conduct; and (v) the power to govern, administer and implement directly or indirectly the powers, purposes and functions for which the Council was created.

4.1.11 Records. The records of the Council shall be made available to the governing body and/or legal counsel of each Member upon written request.

4.1.12. Annual Work Plan. The Board shall establish an Annual Work Plan ("Work Plan"), which shall serve as a guideline for the Council's activities and the basis for the levy of assessments by CUWCD pursuant to Section 4.2.2(a) for the upcoming fiscal year. The Work Plan will also identify long-range plans and objectives to be used for directing the efforts of the Council and as the basis of estimating future assessment obligations of the Members. The Board shall consider related studies performed by the public or private entities in its review of the Work Plan. The Board will approve the Work Plan by March 15 of each year for the ensuing fiscal year beginning on July 1, and submit copies to each Member.

4.2. Council Administrator.

4.2.1. Designated Council Administrator. Pursuant to Section 11-13-207 of the Act, the Central Utah Water Conservancy District ("CUWCD"), is hereby designated and authorized to act as the Council Administrator.

4.2.2. Powers and Duties. The Council hereby delegates to CUWCD, in its capacity as Council Administrator, the following powers and duties:

(a) To levy assessments against the Members for the purpose of generating revenues sufficient to accomplish the purposes of the Council, which revenue shall be collected and separately accounted for by CUWCD on its books and financial records;

(b) To apply for, receive and administer federal, state and local grants, and other private grants and donations from private persons and organizations to be utilized in accomplishing the purposes and powers of the Council;

(c) To disperse funds and incur such financial obligations in behalf of the Council as shall be determined by the Board to be in the best interest of the Council and its Members; and

(d) Within the limits of revenues received, to employ agents and consultants, and to make and enter into contracts in behalf of the Council, including, without limitation, contracts with the federal government; the State of Utah; any county, municipality, local district or other governmental agency; any private foundation or organization; any business or other entity; and/or any individual; which

are deemed by the Board to be in furtherance of the purpose and powers of the Council, as approved by the Board in its sole discretion,

4.2.3. Obligations Inure to the Council, not its Members. No obligation, debt and/or liability of the CUWCD acting in behalf of the Council shall constitute an obligation, debt or liability of any of the Council's individual Members.

4.2.4. Procedures.

(a) Procurement Procedures. All services and materials procured by CUWCD in behalf of the Council shall be procured pursuant to the rules, regulations and policies of CUWCD in conformance with applicable State law.

(b) Financial Procedures. The financial affairs of CUWCD, acting in its capacity as the Council Administrator, shall be conducted in compliance with the provisions of Utah Code Ann. §17B-1-601, Fiscal Procedures for Local Districts, and generally accepted accounting principles for governmental entities. CUWCD shall promulgate appropriate policies for the accounting, methods of maintaining accounts, the payment of obligations, the preparation of annual budgets, and all other financial affairs with respect to its responsibilities as the Council Administrator.

4.2.5. Financial Records; Fiscal Year.

(a) Financial Records. CUWCD shall keep and maintain, or cause to be kept and maintained, adequate and correct financial records, including accounts of its assets, liabilities, receipts, and disbursements pertaining to its responsibilities as Council Administrator. Financial reports shall be provided to the Members at least twice a year. All financial records which are maintained by the District in its capacity as the Council Administrator shall be open during all reasonable business hours for inspection by duly authorized representatives of each Member and shall be deemed to be public records under applicable Utah law.

(b) Fiscal Year. The Council shall operate on, and all funds of the Council shall be accounted for, on a fiscal year basis, commencing on July 1 and ending on June 30 of each year.

4.2.6. Member Approval of Assessments; Subject to Availability of Funds.

(a) All assessments levied by CUWCD against each Member shall be subject to approval by the governing body of each Member as a condition to its obligation of payment, subject to the provisions of Section 2.3 herein.

(b) The obligation of any Member to pay assessments or otherwise contribute to the funding of the Council as provided herein is subject to the availability and annual appropriation of funds by that Member's governing body. Each Member nevertheless agrees to act in good faith in fulfilling its funding obligations hereunder.

ARTICLE V
LIABILITIES AND OBLIGATIONS

5.1. Governmental Immunity. In entering into this Agreement, the Members do not waive, and are not waiving, any immunity provided to the Members or their officials, employees, or agents by the Utah Governmental Immunity Act, Title 63G, Chapter 7, Utah Code, or by other law.

5.2. Waiver of Obligations. This Agreement shall not relieve any Member of any obligation or responsibility imposed upon it by law.

5.3. Obligations Special and Limited. The obligations entered into by each Member pursuant to this Agreement are special limited obligations of each Member, and nothing herein shall be construed or give rise to a general obligation or liability of any Member or a charge against its general credit or taxing powers.

ARTICLE VI
TERM

The term of this Agreement shall begin on the Effective Date and be perpetual unless this Agreement is sooner terminated by dissolution pursuant to the provisions of Section 8.1 herein, or by operation of law.

ARTICLE VII
DISSOLUTION OF THE COUNCIL

7.1. Dissolution of the Council by Vote. The Council may be dissolved at any time pursuant to a resolution of dissolution submitted by the governing bodies of two-thirds (2/3) of the then current Members.

7.2. Powers of Board Upon Dissolution. The Board is vested with all powers necessary for the purpose of winding up and dissolving the business affairs of the Council consistent with and subject to the limits of this Agreement.

7.3. Division of Assets. Upon dissolution and after payment in full of all outstanding Council obligations, the Board shall equitably disburse the assets of the Council, if any, to the then current Members. After deducting costs, any assets jointly shared shall be disbursed pro rata among the Members, unless otherwise agreed by the Members.

ARTICLE VIII
MISCELLANEOUS PROVISIONS

8.1. Complete Agreement. The foregoing constitutes the full and complete Agreement of the

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Members with respect to the subject matter hereof. There are no oral understandings or agreements with respect thereto which are not set forth in writing herein.

8.2. Binding Effect. This Agreement shall bind the Members and their respective successors-in-interest.

8.3. Amendment. This Agreement may be amended at any time by the written approval of two-thirds (2/3) of the then current Members signatory to it.

8.4. Prohibition Against Assignment. No Member may assign any right, claim, or interest it may have under this Agreement, and no creditor, assignee, or third party beneficiary of any Member shall have any right, claim, or title to any asset of the Council.

8.5. Severability Clause. In the event that any article, provision, clause, or other part of this Agreement should be held invalid or unenforceable by a court of competent jurisdiction, such invalidity or unenforceability will not affect the validity or enforceability with respect to other articles, clauses, applications, or occurrences, and this Agreement is expressly declared to be severable.

8.6. Captions. The captions to the various Sections of this Agreement are for convenience and ease of reference only and do not define, limit, augment, or describe the scope, content, or intent of this Agreement or any part or parts of this Agreement.

8.7. Breach of Agreement. The failure of a Member to substantially comply with the material terms and conditions of this Agreement shall constitute a breach of this Agreement. A Member shall have thirty (30) days after receipt of written notice to correct the conditions specified in the notice, or if the corrections cannot be made within the thirty (30) day period, within a reasonable time if corrective action is commenced within ten (10) days after receipt of the notice. After notice, if corrective action is not taken, the Board may take appropriate action including revocation of the breaching Member's membership.

8.8. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

8.9. Warranty of Authority. The individuals executing this Agreement on behalf of the Members hereby warrant that they have the requisite authority to execute this Agreement on behalf of the respective Members and that the respective Members have agreed to be and are bound hereby.

ARTICLE IX ATTORNEY APPROVAL; RECORDS FILING

9.1. Attorney Approval. This Agreement shall be submitted to an authorized attorney for each Member for approval as to form in accordance with Utah Code Ann. Section 11-13-202.5(3).

9.2. Records Filing. A copy of this duly executed Agreement shall be placed on file in the {01086981-1}

RESOLUTION NO. 2025-04-02

**RESOLUTION APPOINTING CERTAIN INDIVIDUALS TO SERVE AS
CENTRAL UTAH WATER CONSERVANCY DISTRICT'S REPRESENTATIVE
AND ALTERNATE REPRESENTATIVE ON THE GOVERNING BOARD OF THE
NORTH UTAH COUNTY AQUIFER COUNCIL.**

WHEREAS, Central Utah Water Conservancy District and certain northern Utah County cities, including Pleasant Grove City, American Fork City, Highland City, Alpine City, Lehi City, Lindon City, City of Cedar Hills and Orem City (collectively "Members") participate with the North Utah County Aquifer Council by interlocal agreement to study, encourage, review, coordinate, and assist in facilitating the ongoing planning, funding, and development of groundwater resources by its Members, including possible recharge and recovery projects, in northern Utah County; and

WHEREAS, the North Utah County Aquifer Council is governed by a Council consisting of a representative from each of the Members; and

WHEREAS, Central Utah Water Conservancy District ("District") is a Member of the North Utah County Aquifer Council; and

NOW, THEREFORE, BE IT RESOLVED that the governing board of the District, hereby appoints Bruce Ward, P.E. and Shaun Hilton, P.E. to serve as the District's representative and alternate representative, respectively, to the North Utah County Aquifer Council.

APPROVED AND ADOPTED by the Central Utah Water Conservancy District Board of Trustees this 23 day of April, 2025.

CENTRAL UTAH WATER CONSERVANCY DISTRICT

Attest:

By: ABrennan

Chair

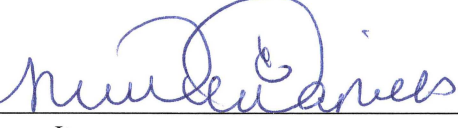
Shaun Hilton
Secretary

SIGNATURE PAGE

**INTERLOCAL AGREEMENT
CREATING THE NORTH UTAH COUNTY AQUIFER COUNCIL**

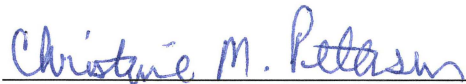
IN WITNESS WHEREOF, the undersigned Member has executed this Agreement upon an approving resolution duly and lawfully passed to become effective on the Effective Date first set forth above.

PLEASANT GROVE CITY

By 
Its:

Date: 2/7/2017

APPROVAL AS TO FORM:

By 
Attorney

ROLL CALL

VOTING	YES	NO
Mayor Mike Daniels (votes only in case of tie)		
Dianna Andersen (Council Member)	✓	
Eric Jensen (Council Member)	✓	
Cyd LeMone (Council Member)	✓	
Ben Stanley (Council Member)	✓	
Lynn Walker (Council Member)	✓	

Resolution No. 2017-07 Date Approved: Feb 7, 2017

Ben Stanley
Motion by:

Lynn Walker
Seconded by:

Kathy T. Kresser
Kathy T. Kresser, MMC
City Recorder

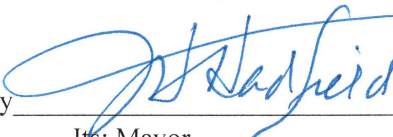


SIGNATURE PAGE

**INTERLOCAL AGREEMENT
CREATING THE NORTH UTAH COUNTY AQUIFER COUNCIL**

IN WITNESS WHEREOF, the undersigned Member has executed this Agreement upon an approving resolution duly and lawfully passed to become effective on the Effective Date first set forth above.


AMERICAN FORK CITY

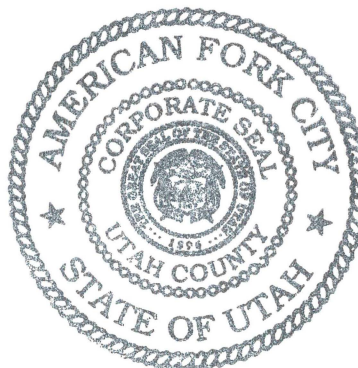
By 
Its: Mayor

Date: February 28, 2017

APPROVAL AS TO FORM:

By 
Attorney

Attest: 
City Recorder

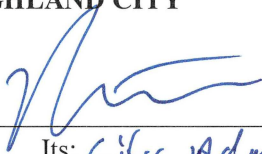


SIGNATURE PAGE

**INTERLOCAL AGREEMENT
CREATING THE NORTH UTAH COUNTY AQUIFER COUNCIL**

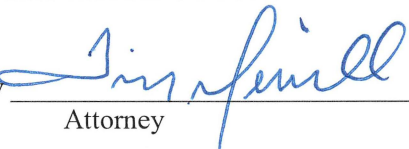
IN WITNESS WHEREOF, the undersigned Member has executed this Agreement upon an approving resolution duly and lawfully passed to become effective on the Effective Date first set forth above.

HIGHLAND CITY

By 
Its: City Administrator

Date: January 11, 2017

APPROVAL AS TO FORM:

By 
Attorney

SIGNATURE PAGE

**INTERLOCAL AGREEMENT
CREATING THE NORTH UTAH COUNTY AQUIFER COUNCIL**

IN WITNESS WHEREOF, the undersigned Member has executed this Agreement upon an approving resolution duly and lawfully passed to become effective on the Effective Date first set forth above.

ALPINE CITY

By

Its:

Date:

APPROVAL AS TO FORM:

By

Attorney

SIGNATURE PAGE

**INTERLOCAL AGREEMENT
CREATING THE NORTH UTAH COUNTY AQUIFER COUNCIL**


IN WITNESS WHEREOF, the undersigned Member has executed this Agreement upon an approving resolution duly and lawfully passed to become effective on the Effective Date first set forth above.

LEHI CITY

By 
Its:

Date: 12-19-16

APPROVAL AS TO FORM:

By 
Attorney

SIGNATURE PAGE

**INTERLOCAL AGREEMENT
CREATING THE NORTH UTAH COUNTY AQUIFER COUNCIL**

Subsequent Membership to Council

IN WITNESS WHEREOF, the undersigned Member has executed this Agreement upon an approving resolution duly and lawfully passed to become effective on the Effective Date first set forth above.

NAME OF CITY

By _____

Its:

Date: _____

APPROVAL AS TO FORM:

By _____

Attorney

12. Review & Action: Interlocal Agreement w/ Vineyard for Emergency Water Connection.

The Council will review and consider a request by the City of Vineyard to formalize an agreement allowing Vineyard to utilize existing culinary water service connections between the cities to provide limited water to Vineyard during an emergency.

Sample Motion: I move to (approve, deny, or continue) the Interlocal Agreement with Vineyard for emergency water connections (*as presented, or with changes*).

INTERLOCAL COOPERATION AGREEMENT

An interlocal cooperative agreement by and between LINDON CITY AND VINEYARD CITY FOR EMERGENCY WATER CONNECTION.

This Interlocal Cooperation Agreement ("Agreement") is entered into this ____ day of _____, 2025, by and between Lindon City, a municipal corporation and political subdivision of the State of Utah ("Lindon"), and Vineyard City, a municipal corporation and political subdivision of the State of Utah ("Vineyard").

RECITALS

WHEREAS, both Parties operate culinary water systems and are authorized pursuant to the Utah Interlocal Cooperation Act, Utah Code Ann. §11-13-101 et seq., to enter into agreements for joint or cooperative action;

WHEREAS, both Parties are signatories to the Utah Public Works Emergency Management Mutual Aid Agreement ("PW Mutual Aid Agreement") and have pledged to support each other during emergencies affecting public works and utility services;

WHEREAS, Vineyard may face situations where its culinary water system becomes temporarily insufficient or disrupted;

WHEREAS, Lindon City has agreed to provide a temporary emergency interconnection for culinary water supply to Vineyard City, with the understanding that this support is limited in both scope and capacity; and

WHEREAS, Lindon City has determined that, under current operating conditions:

1. It has short-term capacity to provide emergency culinary water to Vineyard City through existing interconnection points, as shown in **Exhibit A**, which identifies the locations of the connections, associated pipe sizes, allowing for a maximum allowable flow rate of 1,500 gallons per minute (GPM) and 2,160,000 gallons per day (GPD), and
2. In the event Lindon City's system storage levels fall below 50%, Lindon may immediately reduce or suspend water deliveries to Vineyard City until system conditions stabilize; and
3. At the time of request, Vineyard City shall provide Lindon City with the expected flow rate (GPM) and total gallons per day (GPD) to ensure operational coordination and confirm availability within the system's constraints, and such delivery does not impair Lindon's ability to meet its system demands.

;

WHEREAS, the Parties seek to establish a formal agreement consistent with the principles and operational standards of the PW Mutual Aid Agreement, specifically to authorize and manage emergency water connections in a manner that ensures public health, system reliability, and mutual cooperation;

NOW, THEREFORE, the Parties agree as follows:

1. PURPOSE


This Agreement authorizes the use of designated physical interconnections between the Lindon and Vineyard culinary water systems for the limited purpose of providing Vineyard with emergency culinary water supply. It complements the provisions of the PW Mutual Aid Agreement, specifically addressing the unique technical and operational needs related to culinary water delivery.

2. EMERGENCY CONNECTIONS

2.1 Designated Points: The Parties shall mutually identify interconnection points suitable for emergency water transfer.

2.2 Conditions of Use:

- a. The interconnection may only be used upon Vineyard's request and with Lindon's approval, which may be withheld if Lindon determines its own system capacity is at risk.
- b. Emergency use is defined as unanticipated events that disrupt Vineyard's ability to meet culinary water demands, such as main breaks, contamination, or pump failure.
- c. Use shall align with emergency response principles established under the PW Mutual Aid Agreement.

2.3 Duration: Water may be transferred for a period not to exceed 30 consecutive days per incident unless extended in writing by both Parties.  Once a transfer of water begins pursuant to this Agreement, Lindon is under no obligation to continue the transfer of water if it determines its own system capacity would be put at risk if the transfer continues, even if the emergency which necessitated the transfer has not been fully resolved.

2.4 Notification and Documentation: Vineyard shall submit a written request identifying the emergency, proposed connection point, estimated volume, and duration of use. Lindon will document and approve each incident of use.

3. WATER QUALITY AND SYSTEM CONTROL

3.1 All transferred water shall meet applicable State and Federal drinking water standards.

3.2 Vineyard is responsible for water quality and distribution from the point of interconnection forward.

3.3 Lindon shall retain the right to isolate the interconnection at any time if water quality, safety, or system integrity is threatened.

4. INFRASTRUCTURE AND MAINTENANCE

4.1 Vineyard shall maintain and, if necessary, install infrastructure on its side of the connection.

4.2 Lindon shall operate and maintain its system up to the interconnection point.

4.3 Metering and monitoring equipment shall be installed and maintained in accordance with industry standards and regulatory requirements.

5. LIABILITY, INDEMNIFICATION, AND REIMBURSEMENT

5.1 Each Party shall be responsible for its own negligence.

5.2 Vineyard shall indemnify and hold harmless Lindon from claims arising out of Vineyard's use of the emergency water supply

5.3 Nothing in this Agreement limits the protections or shared responsibilities provided under the PW Mutual Aid Agreement.

5.4 Vineyard shall reimburse Lindon for all actual costs incurred in providing emergency water, including but not limited to:

- Water production and delivery expenses as calculated by the usage rate reflected in the Lindon City Fee Schedule in effect at the time water is provided;
- Labor, equipment, and materials used during connection and service;
- Costs of meter reading, maintenance, and testing; and
- Any administrative costs directly attributable to providing the emergency service.

5.5 Lindon shall submit an invoice for reimbursement to Vineyard within thirty (30) days

after the conclusion of the emergency event. Vineyard shall remit payment within thirty (30) days of receipt.

6. TERM AND TERMINATION

6.1 This Agreement shall commence upon execution and remain in effect for a period of fifty (50) years. It may be extended by mutual written consent.

6.2 Either Party may terminate this Agreement with One Hundred Twenty (120) days' written notice.

6.3 Termination shall not affect obligations incurred prior to the termination date.

7. GENERAL PROVISIONS

7.1 This Agreement does not create a separate legal entity.

7.2 No joint budget is required.

7.3 A copy of this Agreement shall be filed with the appropriate record keepers of each City.

7.4 Modifications shall be in writing and signed by both Parties.

7.5 This Agreement shall be governed by the laws of the State of Utah.

7.6 This Agreement shall be interpreted to be consistent and complementary with the PW Mutual Aid Agreement in effect between the Parties.

7.7 In accordance with the Utah Local Cooperation Act, this Agreement shall be submitted to the attorney authorized to represent each Party for review as to proper form and compliance with applicable laws before this Agreement may take effect.

8. AUTHORIZED REPRESENTATIVES

All official notices and requests under this Agreement shall be delivered to:

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

Dated this ____ day of _____ 2025. Dated this ____ day of _____ 2025.

LINDON CITY

VINEYARD CITY

Mayor

Mayor

ATTEST:

ATTEST:

City Recorder
Lindon City, Utah

City Recorder
Vineyard City, Utah

SEAL:

SEAL:

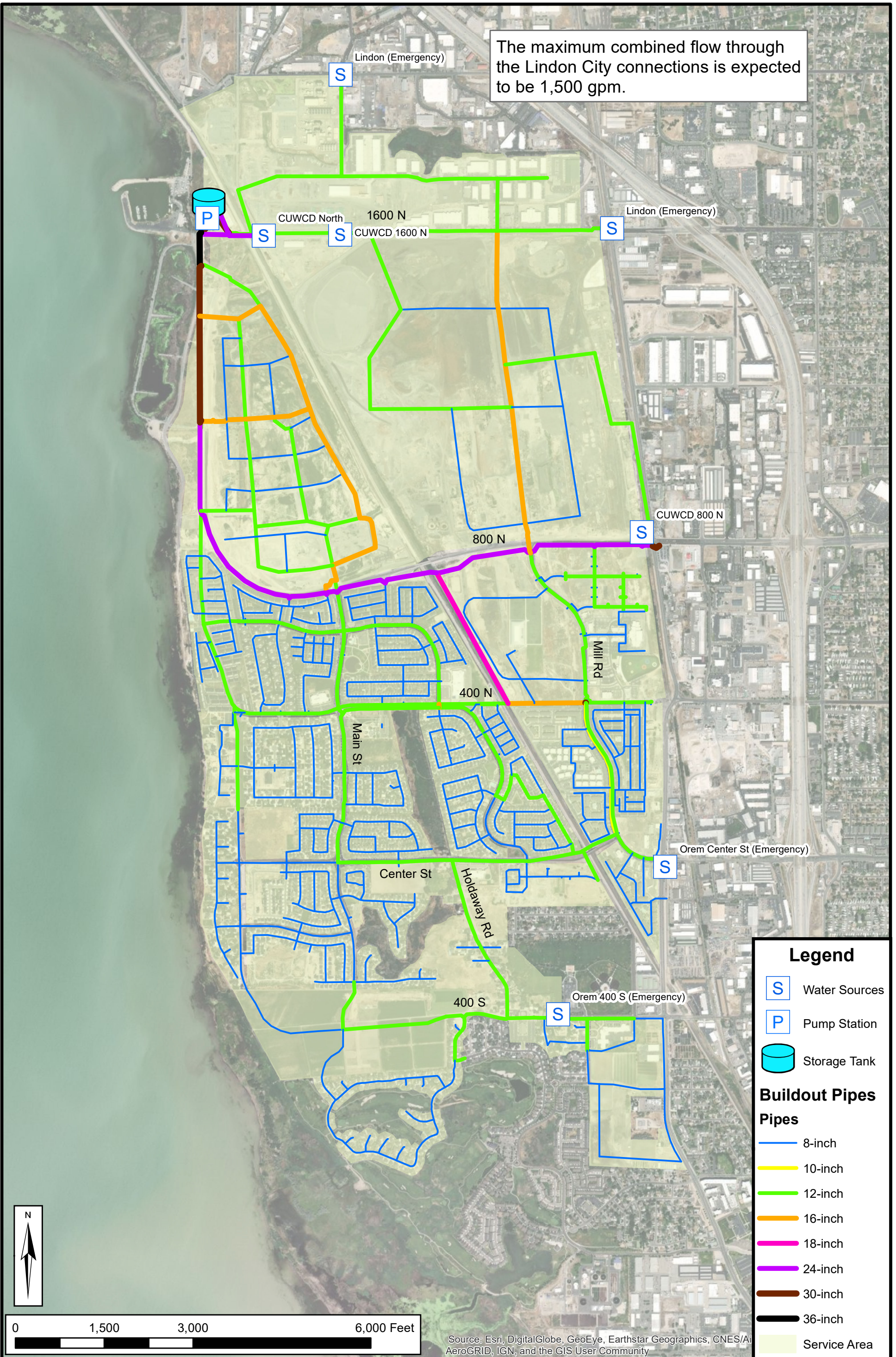
APPROVED AS TO FORM:

APPROVED AS TO FORM:

Lindon City Attorney

Vineyard City Attorney

Date: 6/19/2025
Document Path: H:\Projects\319 - Vineyard\04. 100 Drinking Water Master Plan\GIS\Working\Lindon\Exhibit A Future Drinking Water System.mxd



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.

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