Lindon City Council
Staff Report

Prepared by Lindon City
Administration

October 20, 2025

Notice of Meeting of the
Lindon City Council

The Lindon City Council will hold a meeting **at 5:15 pm on Monday, October 20, 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) 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 September16, 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) *There are no consent agenda items.*

8. **Review & Action: Police Vehicles Lease Agreement with Zions Bank; Resolution #2025-23-R.** The police department requests City Council approval of Resolution #2025-23-R allowing the Mayor and Staff to execute a lease agreement for 15 new police vehicles. Zions Bank is facilitating the financing for the lease and requires a resolution of support & approval of the terms.

9. **Public Hearing: Storm Drainage ordinance update, LCC 13.23; Ord #2025-14-O.** The Council will review and consider updates to Lindon City Code 13.23, Storm Drainage, (storm water) ordinance as required by the State of Utah.

10. **Presentation & Discussion: Station Area Plans.** Community Development Director, Mike Florence, will present a general overview of state requirements for Station Area Plans as is currently required around BRT and Light Rail transit stops.

11. **Public Hearing: FY2025-26 Budget & Fee Schedule Amendment; Resolution #2025-24-R.** The Council will review and consider recommended updates to the FY2025-26 budget and fee schedule.

12. **Discussion Item: Review draft employee policies & procedures.** The Council will review and provide feedback on drafts of a new Grant Incentive Award Policy and draft update to the Differential Pay & Certification policy.

13. **Review & Action: Selection of Honorary Tree Lighter.** The Council will review and consider individuals to be selected as the honorary tree lighter for the Tree Lighting Ceremony on Monday, December 1st.

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: **September 15, 2025**; **Time: 3:00 p.m.**; Place: Lindon City Center, Lindon Police Dept., Lindon Community Development, Lindon Public Works, Lindon Community Center, Lindon Justice Court

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

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

Invocation: Van Broderick, Councilmember
Pledge: By invitation

Item 1 – Call to Order / Roll Call

October 20, 2025 Lindon City Council meeting.

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

Item 2 – Presentations and Announcements

a) Comments / Announcements from Mayor and Council members.

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

Item 4 - COUNCIL REPORTS: *(20 minutes)*

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

<u>Item 5</u> - ADMINISTRATOR'S REPORT *(10 minutes)*

Misc. Updates:

- Fall clean-up (dumpsters available around town): Nov 15 - Nov 24
- Halloween Carnival, Oct 24th @ 6pm
- Tree Lighting, Monday, Dec 1st @ 6pm (City Council meeting follows at 7pm)
- Misc. Items.

<u>Item 6</u> – Approval of Minutes

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

The Lindon City Council regularly scheduled meeting on **Tuesday, September 16, 2025, at 5:15 pm** in the Lindon City Center, City Council Chambers, 100 North State Street, Lindon, Utah.

<u>REGULAR SESSION</u> – 5:15 P.M.

Conducting:	Carolyn Lundberg, Mayor
Invocation:	Lincoln Jacobs, Councilmember
Pledge of Allegiance:	Don Farley

<u>PRESENT</u>	**<u>EXCUSED</u>**
Carolyn Lundberg, Mayor	
Van Broderick, Councilmember	
Cole Hooley, Councilmember	
Jake Hoyt, Councilmember	
Lincoln Jacobs, Councilmember	
Steve Stewart, Councilmember	
Brian Haws, City Attorney	
Adam Cowie, City Administrator	
Britni Laidler, City Recorder	

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

2. **<u>Presentations and Announcements:</u>**

   a) **Ceremonial Swearing-in of newly hired Officer David Balmforth –** Chief Brower introduced David Balmforth as the new officer hired to fill a vacancy in the police department. He brings with him more than 22 years of experience in various capacities, having served not only with the department for over two decades but also having completed an additional year with UTA. Chief Brower emphasized that Officer Balmforth will serve the city exceptionally well, pointing out his ability to integrate seamlessly into both the department and the broader community of citizens. Acknowledging Balmforth's expansive experience, Chief Brower was confident that he would provide significant contributions to Lindon City. City Recorder, Britni Laidler proceeded with administering the oath of office, conducting a solemn ceremony where Officer Balmforth raised his hand and repeated the oath, officially marking his place as a valued member of the Lindon City Police Department team.

   b) **Recognition of Officer Dave Farley for obtaining Corporal rank advancement –** Chief Brower introduced Officer Dave Farley and his family, including his wife Sarah and some extended family members who were present for the ceremony. The Chief provided an overview of the police department's rank structure, explaining that it comprises officer, corporal, sergeant, lieutenant, and chief. Advancement within this structure, particularly to the rank of corporal, entails fulfilling several stringent requirements, which the Chief detailed during his remarks.

Officer Farley has successfully completed various leadership development courses, advanced traffic crash investigations training, and child forensic interviewing coursework, all of which are prerequisites for his new rank. Additionally, Officer Farley has gained valuable experience over the years, further qualifying him for this leadership position. Recognizing the significance of this advancement, Chief Brower emphasized the hard work and dedication required to meet these rigorous standards, acknowledging the effort and perseverance Officer Farley has demonstrated in his career.

In a ceremonial gesture of recognition for his advancement to Corporal, Sarah Farley was invited to come forward and pin the corporal badge on her husband. As she did so, the moment was marked by proud applause from both family members and colleagues, celebrating not only Officer Farley's achievement but also recognizing the support of his family. Chief Brower expressed gratitude for the dedication and commitment shown by Officer Farley, highlighting the important role that family plays in supporting those who serve in law enforcement.

c) **Comments / Announcements from Mayor and Council members -** Mayor Lundberg shared comments regarding Constitution Week, which would be celebrated September 17-23. She explained that this observance celebrates the rights and responsibilities of American citizenship and was established in 1956 by President Dwight D. Eisenhower following a petition by the Daughters of the American Revolution.

The Mayor also addressed the recent tragic murder that occurred in the community, expressing condolences to the Kirk family, staff, and those present at Utah Valley University when the tragedy occurred. She thanked first responders, particularly the Lindon City Police Department, which was activated to assist Orem City, the hospital, and Utah Valley University. Mayor Lundberg emphasized that in the face of violence and fear, the Constitution calls citizens to act with courage, defend the rights of all citizens, and ensure that hatred and intimidation do not silence voices. These sentiments were thoughtfully echoed by Councilmember Jacobs in the invocation, highlighting the community's shared grief and resilience. Mayor Lundberg reflected on the precious freedoms enshrined in the Constitution, which not only allow individuals to express themselves and practice their faith but also assemble and hold the government accountable. These freedoms, she noted, demand that citizens assume the responsibility to engage in civil discourse peacefully and treat others with dignity and respect, as urged by the governor. Mayor

Lundberg concluded by expressing gratitude to the council and city staff for embodying these values, serving the residents of Lindon with integrity, fairness, and dedication, as they navigate this difficult time.

3. **Open Session for Public Comment** – Mayor Lundberg called for any public comments. There were no comments.

4. **COUNCIL REPORTS:**

Councilmember Jacobs – Councilmember Jacobs reported on Planning Commission activities, noting that items covered in their last meeting would be addressed in tonight's agenda.

Councilmember Broderick – Councilmember Broderick expressed appreciation for the public safety drill and acknowledged the work of staff, city officials, and residents in organizing it. He also serves as a block captain and noted that citizens respond well to the drill. He gave a special acknowledgment to the police force and first responders regarding the recent event at UVU, which occurred near his home where his mother still lives.

Councilmember Hoyt – Councilmember Hoyt shared updates from Chief Brower regarding the public safety drill, reporting that 6,870 pounds of donations were collected through the food drive and 72% of residences were accounted for, which was slightly lower than previous years. He also noted that there were approximately 10 applicants for the emergency manager position, which would close the following week, with several qualified applicants. Councilmember Hoyt inquired about the status of the emergency manager position and whether it would remain full-time.

Councilmember Stewart – Councilmember Stewart reported that the Youth Council held their first official meeting the previous Monday and conducted elections. With 17 or 18 members present, they elected 8 officers and noted the remaining 10 members will serve as at-large members. He also mentioned that the Youth Council participated in the food drive collection.

Councilmember Hooley – Councilmember Hooley reported on Communities That Care, announcing a Key Leaders lunch and training scheduled for September 30th from 11:45 to 1:00. He explained that Communities That Care is a research-based program with specific activities required to maintain fidelity to the model. He invited council members to attend and encouraged them to invite other community leaders, noting that when key leaders focus on a similar list of community needs, they can accomplish more. Regarding the tree board, Councilmember Hooley reported they are doing well. For the interlocal agreement, they recently met and are preparing to release a public-facing document outlining updates on the district's status, including improved financial outlook due to tax increases. Councilmember Hooley also shared that the Historic Commission would like to continue the practice started last year of having an honorary tree-lighter at the tree lighting ceremony. The commission submitted four names for consideration: Diane Page, Boyd Walker, Sue Speed, and Rhonda Vanchiere. He noted that the Historic Commission is also seeking reappointments as several terms have lapsed, and they would like to put out a citywide application for new members with skills in historical research, writing and editing, website development, and graphic design.

Mayor Lundberg – Mayor Lundberg reported on the food drive and city drill, noting that participation was still very good for the city compared to nationwide standards. She mentioned the Senior Resource Fair, which offered a free $10 Walmart gift card to attendees who played bingo by visiting tables, and thanked Walmart for being a great community partner. The Mayor then announced upcoming events including a movie in the park on October 3rd and the Halloween Spooktacular on October 24th and invited businesses to host a trunk for the popular event, which attracts thousands of people. Mayor Lundberg recognized community member, Ann Stevens for organizing the concerts in the park throughout the summer, with the last one held the previous weekend. She also highlighted the CERT (Community Emergency Response Team) program, noting that a new training cohort would begin on October 9th, 11th, 23rd, and 25th. She encouraged council members to participate in the training, which provides valuable skills and knowledge to help the community during disasters. The Mayor closed by mentioning the Day of Service held the previous Saturday, coordinated with local ecclesiastical leaders in Pleasant Grove and Lindon, which was successful and included many outdoor and indoor activities.

5. **Administrator's Report**

Mr. Cowie reported on the following items:

- October Newsletter article – Adam Cowie
- Next regular meeting October 6th (TUESDAY)
- Meet the Candidates Night is set for September 22nd at 7:00 PM
- Fall Clean-up will be November 15-24th
- Misc. Items.

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

COUNCILMEMBER HOYT MOVED TO APPROVE THE MINUTES OF THE REGULAR CITY COUNCIL MEETING OF SEPTEMBER 2, 2025 AS PRESENTED. COUNCILMEMBER BRODERICK SECONDED THE MOTION. THE VOTE WAS RECORDED AS FOLLOWS:

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

THE MOTION CARRIED UNANIMOUSLY.

7. **<u>Consent Agenda Items</u>** - Items do not require public comment or discussion and can all be approved by a single motion. The following consent agenda item was presented for approval.

   a) *There were no consent agenda items.*

<u>CURRENT BUSINESS</u>

Councilmember Hoyt had to excuse himself from the meeting at this time.

Mayor Lundberg noted that we will be hearing agenda item #10 first as it provides the foundation for the other related zoning items, then proceeding to items 8 & 9

COUNCILMEMBER JACOBS MOVED TO AMEND THE CITY COUNCIL REGULAR MEETING AGENDA TO HEAR AGENDA ITEM #10 FIRST THEN FOLLOWED BY ITEM AGENDA ITEMS 8 & 9. COUNCILMEMBER STEWART SECONDED. THE MOTION CARRIED.

8. **Review & Action: Development Agreement w/ Westland Development, LLC – 231 S. 800 W., 345 S. 800 W., 338 S. 670 W.; Resolution #2025-22-R.** The Council will review and consider a request to approve a development agreement between Westland Development, LLC and Lindon City to stipulate specific conditions on a proposed development project. The Planning Commission recommended approval of the change.

Michael Florence, Community Development Director, presented this item. He explained that the property is located in the Canopy Business Park, a well-maintained business park originally developed as a technology park. The property is surrounded by residential uses to the north, industrial to the west, and research and business zone uses elsewhere.

Director Florence stated the proposed development includes four buildings with approximately 132,000 square feet of office warehouse space on 6.8 acres. The buildings range from 25,000 to 50,000 square feet with approximately 340 parking stalls (about 6.3 stalls per unit). He then noted that many business parks have insufficient parking, often providing only 3 stalls per unit, but this development would have significantly more.

Director Florence displayed renderings of the buildings, describing them as attractive with nice entrances and glass overhead doors. He highlighted that buildings A and B (closest to the residential area) would be wood construction with brick veneer and hardy board, while buildings C and D would be concrete tilt-up with wood board form. A 30-foot landscape buffer would separate the buildings from residential properties, and a 7-foot masonry wall would be installed along the property line extending to 800 West.

The development agreement includes several key provisions:

- Construction according to the presented building elevations and site plan
- Minimum of 132,000 square feet of office warehouse retail manufacturing space
- Maximum height of 35 feet (compared to 48 feet allowed in the current zone)
- 30-foot residential setback
- 7-foot masonry wall
- Down-lit lighting with required photometric study
- No overhead doors on the backs of buildings A and C facing residents
- Front entrances facing 800 West for buildings A and B
- No outdoor storage between buildings A and C
- The zoning map amendment is conditioned on the developer recording the subdivision plat within one year and signing the development agreement
- The project may be phased into two phases
- Certain uses in the regional commercial zone would be prohibited due to potential impacts on residential properties, including dance clubs, gasoline stations, exhibit halls, convention centers, amusement parks, golf driving ranges, outdoor recreation centers, and water slides

Councilmember Jacobs added that the Planning Commission had dedicated two meetings to this proposal, and both meetings saw a good turnout from residents. He highlighted the positive exchange between residents and the developer, noting that both parties showed a willingness to work together to find mutually agreeable solutions. He conveyed that the residents' concerns were effectively addressed during these discussions.

James Bullington and Troy Dana from Westland Development LLC were present at the meeting to address any questions and provide further clarification. Mr. Dana communicated that their plan is to focus on developing buildings A and B as the first phase of the project. He mentioned that the design accommodates 54 individual units, but some tenants might prefer to take multiple units to meet their business needs. As they are still under contract to purchase the property, they have not yet started to pre-lease the units.

In response to questions from the council about the potential for units to be divided and access issues from the residential side, the developers elaborated that the units are roughly 1,500 square feet in size. They further explained that the absence of parking on the residential side would make such configurations impractical and unappealing from a market perspective. They assured the council that the project has been carefully planned to avoid any negative impact on the surrounding residential neighborhood. The discussion underscored the developers' commitment to aligning their project with community expectations and regulatory requirements, ensuring transparency and careful consideration of all stakeholder inputs.

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

COUNCILMEMBER STEWART MOVED TO APPROVE RESOLUTION 2025-22-R ADOPTING THE DEVELOPMENT AGREEMENT BETWEEN WESTLAND DEVELOPMENT, LLC AND LINDON CITY AS PRESENTED. COUNCILMEMBER JACOBS SECONDED THE MOTION. THE VOTE WAS RECORDED AS FOLLOWS:

COUNCILMEMBER BRODERICK AYE
COUNCILMEMBER JACOBS AYE
COUNCILMEMBER HOOLEY AYE
COUNCILMEMBER STEWART AYE
THE MOTION CARRIED.

9. **Review & Action: General Plan Future Land Use Map Amendment – 231 S. 800 W., 345 S. 800 W., 338 S. 670 W.; Ordinance #2025-12-O.** The Council will review and consider a request to amend the Lindon City General Plan Future Land Use Map to change the designation of the subject property from Flex Office to Flex Commercial. The Planning Commission recommended approval of the change.

Community Development Director Michael Florence presented the request to amend the Lindon City General Plan Future Land Use Map to change the designation of the subject property from Flex Office to Flex Commercial. This change would align with the development agreement just approved.

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

COUNCILMEMBER STEWART MOVED TO APPROVE ORDINANCE 2025-12-O TO AMEND THE LINDON CITY GENERAL PLAN FUTURE LAND USE FOR THE IDENTIFIED PROPERTIES FROM FLEX OFFICE TO FLEX COMMERCIAL WITH THE CONDITIONS LISTED IN THE STAFF REPORT AS PRESENTED. COUNCILMEMBER JACOBS SECONDED THE MOTION. THE VOTE WAS RECORDED AS FOLLOWS:

COUNCILMEMBER BRODERICK AYE
COUNCILMEMBER JACOBS AYE
COUNCILMEMBER HOOLEY AYE
COUNCILMEMBER STEWART AYE
THE MOTION CARRIED.

10. **Review & Action: Zoning Map Amendment, Regional Commercial – 231 S. 800 W., 345 S. 800 W., 338 S. 670 W.; Ordinance #2025-13-O.** The Council will review and consider a request to amend a portion of the Research & Business zone to Regional Commercial. The Planning Commission recommended approval of the change.

Community Development Director Michael Florence presented the request to amend a portion of the Research & Business zone to Regional Commercial. He noted that this would be the third property in this area to be rezoned to Regional Commercial in recent years, following the property behind the Kia dealership and the Alexander's Print property.

Councilmember Hooley supported the request but expressed a forward-looking concern about the frequency of zone changes to Regional Commercial, questioning if there might be a point at which the city should be concerned about maintaining a variety of business types to help during economic downturns.

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

COUNCILMEMBER STEWART MOVED TO APPROVE ORDINANCE 2025-13-O TO AMEND THE IDENTIFIED PROPERTIES FROM THE RESEARCH & BUSINESS ZONE TO THE REGIONAL COMMERCIAL ZONE WITH THE CONDITIONS LISTED IN THE STAFF REPORT AS PRESENTED. COUNCILMEMBER JACOBS SECONDED THE MOTION. THE VOTE WAS RECORDED AS FOLLOWS:

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

THE MOTION CARRIED.

11. **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.

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

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

THE MOTION CARRIED UNANIMOUSLY.

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

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

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

THE MOTION CARRIED UNANIMOUSLY.

Adjourn –

COUNCILMEMBER BRODERICK MOVED TO ADJOURN THE MEETING AT 6:50 PM. COUNCILMEMBER STEWART SECONDED THE MOTION. ALL PRESENT VOTED IN FAVOR. THE MOTION CARRIED.

Approved – October 6, 2025

____
Britni Laidler, City Recorder

____
Carolyn O. Lundberg, Mayor

<u>Item 7</u> – 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) There are no consent agenda items.

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

8. **Review & Action: Police Vehicles Lease Agreement with Zions Bank; Resolution #2025-23-R.** The police department requests City Council approval of Resolution #2025-23-R allowing the Mayor and Staff to execute a lease agreement for 15 new police vehicles. Zions Bank is facilitating the financing for the lease and requires a resolution of support & approval of the terms.

Sample Motion: I move to (*approve, deny, or continue*) Resolution #2025-23-R (*as presented, or with changes*).

RESOLUTION NO. 2025-23-R

A RESOLUTION OF THE CITY COUNCIL OF LINDON CITY, UTAH COUNTY, UTAH, APPROVING THE FORM OF THE LEASE/PURCHASE AGREEMENT WITH ZIONS BANCORPORATION, N.A., SALT LAKE CITY, UTAH AND FINDING THAT IT IS IN THE BEST INTEREST OF LINDON CITY, UTAH TO ENTER INTO SAID AGREEMENT AND AUTHORIZING THE EXECUTION AND DELIVERY THEREOF, AND PROVIDING AN EFFECTIVE DATE.

Whereas, The City Council (the "Governing Body") of Lindon City (the "Lessee") has determined that the leasing of the property described in the Lease/Purchase Agreement (the "Lease/Purchase Agreement") presented at this meeting is for a valid public purpose and is essential to the operations of the Lessee; and

Whereas, the Governing Body has reviewed the form of the Lease/Purchase Agreement and has found the terms and conditions thereof acceptable to the Lessee; and

Whereas, either there are no legal bidding requirements under applicable law to arrange for the leasing of such property under the Lease/Purchase Agreement, or the Governing Body has taken the steps necessary to comply with the same with respect to the Lease/Purchase Agreement.

THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF LINDON CITY, UTAH AS FOLLOWS:

SECTION 1. The terms of said Lease/Purchase Agreement are in the best interests of the Lessee for the leasing of the property described therein.

SECTION 2. The appropriate officers and officials of the Lessee are hereby authorized and directed to execute and deliver the Lease/Purchase Agreement in substantially the form presented to this meeting and any related documents and certificates necessary to the consummation of the transactions contemplated by the Lease/Purchase Agreement for and on behalf of the Lessee. The officers and officials of the Lessee may make such changes to the Lease/Purchase Agreement and related documents and certificates as such officers and officials deem necessary or desirable, such approval to be conclusively evidenced by the execution and delivery thereof.

SECTION 3. The officers and officials of the Governing Body and the Lessee are hereby authorized and directed to fulfill all obligations under the terms of the Lease/Purchase Agreement.

ADOPTED AND APPROVED by the City Council of Lindon City, Utah this 20th day of October 2025.

By ______________________________
Carolyn O. Lundberg, Mayor

Attest:

By ______________________________
Britni Laidler, City Recorder

SEAL:

COUNCIL MEMBERS VOTING AYE	COUNCIL MEMBERS VOTING NAY
______________________________	______________________________
______________________________	______________________________
______________________________	______________________________
______________________________	______________________________
______________________________	______________________________
______________________________	______________________________
______________________________	______________________________

UTAH FIXED EQUIPMENT LEASE

Long Name of Entity:	Lindon City
Address:	100 N. State Street
City, State Zip:	Lindon, UT 84042
Attention:	Mike Brower
Public Finance Office:	Chief of Police
County:	Utah
Amount:	1,033,817.15
Rate:	4.43
Maturity Date:	October 28, 2029
First Pmt Date:	October 28, 2025
Payment Dates:	October 28
Auto Extend:	5
Governing Body:	City Council
Resolution Date:	October, 2025
Dated Date:	October, 2025
Day:	28th
State:	Utah

$1,033,817.15
Lindon City
Lease Purchase Agreement

1. Lease/Purchases Agreement of the Lindon City
2. Exhibit A. Calculation of Interest Component
3. Exhibit B. Description of Leased Property
4. Exhibit C. Resolution of Governing Body
5. Exhibit D. Opinion of Lessee's Counsel
6. Exhibit E. Security Documents
7. Exhibit F. Delivery and Acceptance Certificate
8. Form 8038-G
9. Wire Transfer Request

LEASE/PURCHASE AGREEMENT

Dated as of October 28, 2025

by and between

ZIONS BANCORPORATION, N.A.,
as Lessor

and

LINDON CITY,
as Lessee

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LEASE/PURCHASE AGREEMENT

THIS LEASE/PURCHASE AGREEMENT, dated as of October 28, 2025, by and between ZIONS BANCORPORATION, N.A., a national banking association duly organized and existing under the laws of the United States of America, as lessor (the "Bank" or "Lessor"), and Lindon City (the "Lessee"), a public agency of the State of Utah (the "State"), duly organized and existing under the Constitution and laws of the State, as lessee;

W I T N E S S E T H:

WHEREAS, the Lessee desires to finance the acquisition of the equipment and/or other personal property described as the "Leased Property" in Exhibit B (the "Leased Property") by entering into this Lease/Purchase Agreement with the Bank (the "Lease"); and

WHEREAS, the Bank agrees to lease the Leased Property to the Lessee upon the terms and conditions set forth in this Lease, with rental to be paid by the Lessee equal to the Lease Payments hereunder; and

WHEREAS, it is the intent of the parties that the original term of this Lease, and any subsequent renewal terms, shall not exceed 12 months, and that the payment obligation of the Lessee shall not constitute a general obligation under State law; and

WHEREAS, all acts, conditions and things required by law to exist, to have happened and to have been performed precedent to and in connection with the execution and delivery of this Lease do exist, have happened and have been performed in regular and due time, form and manner as required by law, and the parties hereto are now duly authorized to execute and enter into this Lease;

NOW, THEREFORE, in consideration of the above premises and of the mutual covenants hereinafter contained and for other good and valuable consideration, the parties hereto agree as follows:

ARTICLE I

DEFINITIONS AND EXHIBITS

SECTION 1.1 Definitions and Rules of Construction. Unless the context otherwise requires, the capitalized terms used herein shall, for all purposes of this Lease, have the meanings specified in the definitions below. Unless the context otherwise indicates, words importing the singular number shall include the plural number and vice versa. The terms "hereby", "hereof", "hereto", "herein", "hereunder" and any similar terms, as used in this Lease, refer to this Lease as a whole.

"Advance" shall have the meaning set forth in Section 2.1(l)(i)(D) hereof.

"Bank" shall have the meaning set forth in the Preamble hereof.

"Business Day" means any day except a Saturday, Sunday, or other day on which banks in Salt Lake City, Utah or the State are authorized to close.

"Code" means the Internal Revenue Code of 1986, as amended.

"Commencement Date" means the date this Lease is executed by the Bank and the Lessee.

"Event of Nonappropriation" shall have the meaning set forth in Section 3.2 hereof.

"Governing Body" means the governing body of the Lessee.

"Lease Payments" means the rental payments described in Exhibit A hereto.

"Lease Payment Date" shall have the meaning set forth in Section 3.4(a) hereof.

"Leased Property" shall have the meaning set forth in the Whereas clauses hereof.

"Lessee" shall have the meaning set forth in the Preamble hereof.

"Net Proceeds" means insurance or eminent domain proceeds received with respect to the Leased Property less expenses incurred in connection with the collection of such proceeds.

"Obligation Instrument" shall have the meaning set forth in Section 2.1(c) hereof.

"Original Term" shall have the meaning set forth in Section 3.2 hereof.

"Permitted Encumbrances" means, as of any particular time: (i) liens for taxes and assessments, if any, not then delinquent, or which the Lessee may, pursuant to provisions of Section 5.3 hereof, permit to remain unpaid; (ii) this Lease; (iii) any contested right or claim of any mechanic, laborer, materialman, supplier or vendor filed or perfected in the manner prescribed by law to the extent permitted under Section 5.4(b) hereof; (iv) easements, rights of way, mineral rights, drilling rights and other rights, reservations, covenants, conditions or restrictions which exist of record as of the execution date of this Lease and which the Lessee hereby certifies will not materially impair the use of the Leased Property by the Lessee; and (v) other rights, reservations, covenants, conditions or restrictions established following the date of execution of this Lease and to which the Bank and the Lessee consent in writing.

"Rebate Exemption" shall have the meaning set forth in Section 2.1(l)(ii)(A) hereof.

"Regulations" shall have the meaning set forth in Section 2.1(l)(i) hereof.

"Renewal Term" shall have the meaning set forth in Section 3.2 hereof.

"Scheduled Term" shall have the meaning set forth in Section 3.2 hereof.

"State" shall have the meaning set forth in the Preamble hereof.

"Term" or "Term of this Lease" means the Original Term and all Renewal Terms provided for in this Lease under Section 3.2 until this Lease is terminated as provided in Section 3.3 hereof.

SECTION 1.2 Exhibits. Exhibits A, B, C, D, E and F attached to this Lease are by this reference made a part of this Lease.

ARTICLE II

REPRESENTATIONS, COVENANTS AND WARRANTIES

SECTION 2.1 Representations, Covenants and Warranties of the Lessee. The Lessee represents, covenants and warrants to the Bank as follows:

(a) Due Organization and Existence. The Lessee is a public agency of the State duly organized and existing under the Constitution and laws of the State.

(b) Authorization; Enforceability. The Constitution and laws of the State authorize the Lessee to enter into this Lease and to enter into the transactions contemplated by, and to carry out its obligations under, this Lease. The Lessee has duly authorized, executed and delivered this Lease in accordance with the Constitution and laws of the State. This Lease constitutes the legal, valid and binding special obligation of the Lessee enforceable in accordance with its terms, except to the extent limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws or equitable principles affecting the rights of creditors generally.

(c) No Conflicts or Default; Other Liens or Encumbrances. Neither the execution and delivery of this Lease nor the fulfillment of or compliance with the terms and conditions hereof, nor the consummation of the transactions contemplated hereby (i) conflicts with or results in a breach of the terms, conditions, provisions, or restrictions of any existing law, or court or administrative decree, order, or regulation, or agreement or instrument to which the Lessee is now a party or by which the Lessee is bound, **including without limitation any agreement or instrument pertaining to any bond, note, lease, certificate of participation, debt instrument, or any other obligation of the Lessee** (any such bond, note, lease, certificate of participation, debt instrument, and other obligation being referred to herein as an "Obligation Instrument"), (ii) constitutes a default under any of the foregoing, or (iii) results in the creation or imposition of any pledge, lien, charge or encumbrance whatsoever upon any of the property or assets of the Lessee, or upon the Leased Property except for Permitted Encumbrances.

By way of example, and not to be construed as a limitation on the representations set forth in the immediately preceding paragraph:

(A) no portion of the Leased Property is pledged to secure any Obligation Instrument; and

(B) the interests of the Lessor in the Leased Property hereunder do not violate the terms, conditions or provisions of any restriction or revenue pledge in any agreement or instrument pertaining to any Obligation Instrument.

If any Obligation Instrument existing on the date of execution of this Lease creates any pledge, lien, charge or encumbrance on any revenues, property or assets associated with the Leased Property that is higher in priority to the Bank's interests therein under this Lease, the Bank hereby subordinates its interests therein, but only to the extent required pursuant to such existing Obligation Instrument.

(d) Compliance with Open Meeting Requirements. The Governing Body has complied with all applicable open public meeting and notice laws and requirements with respect to the meeting at which the Lessee's execution of this Lease was authorized.

(e) Compliance with Bidding Requirements. Either there are no procurement or public bidding laws of the State applicable to the acquisition and leasing of the Leased Property pursuant to this Lease, or the Governing Body and the Lessee have complied with all such procurement and public bidding laws as may be applicable hereto.

(f) No Adverse Litigation. There are no legal or governmental proceedings or litigation pending, or to the best knowledge of the Lessee threatened or contemplated (or any basis therefor) wherein an unfavorable decision, ruling, or finding might adversely affect the transaction contemplated in or the validity of this Lease.

(g) Opinion of Lessee's Counsel. The letter attached to this Lease as Exhibit D is a true opinion of Lessee's counsel.

(h) Governmental Use of Leased Property. During the Term of this Lease, the Leased Property will be used solely by the Lessee, and only for the purpose of performing one or more governmental or proprietary functions of the Lessee consistent with the permissible scope of the Lessee's authority, and the Leased Property will not be subject to any direct or indirect private business use.

(i) Other Representations and Covenants. The representations, covenants, warranties, and obligations set forth in this Article are in addition to and are not intended to limit any other representations, covenants, warranties, and obligations set forth in this Lease.

(j) No Nonappropriations. The Lessee has never non-appropriated or defaulted under any of its payment or performance obligations or covenants, either under any municipal lease of the same general nature as this Lease, or under any of its bonds, notes, or other obligations of indebtedness for which its revenues or general credit are pledged.

(k) No Legal Violation. The Leased Property is not, and at all times during the Term of this Lease will not be in violation of any federal, state or local law, statute, ordinance or regulation.

(l) General Tax and Arbitrage Representations and Covenants.

(i) The certifications and representations made by the Lessee in this Lease are intended, among other purposes, to be a certificate permitted in Section 1.148-2(b) of the Treasury Regulations promulgated pursuant to Section 148 of the Code (the "Regulations"), to establish the reasonable expectations of the Lessee at the time of the execution of this Lease made on the basis of the facts, estimates and circumstances in existence on the date hereof. The Lessee further certifies and covenants as follows:

(A) The Lessee has not been notified of any disqualification or proposed disqualification of it by the Commissioner of the Internal Revenue Service as an issuer which may certify bond issues.

(B) To the best knowledge and belief of the Lessee, there are no facts, estimates or circumstances that would materially change the conclusions, certifications or representations set forth in this Lease, and the expectations herein set forth are reasonable.

(C) The Scheduled Term of this Lease does not exceed the useful life of the Leased Property, and the weighted average term of this Lease does not exceed the weighted average useful life of the Leased Property.

(D) Each advance of funds by the Bank to finance Leased Property under this Lease (each an "Advance") will occur only when and to the extent that the Lessee has reasonably determined and identified the nature, need, and cost of each item of Leased Property pertaining to such Advance.

(E) No use will be made of the proceeds of this Lease or any such Advance, or any funds or accounts of the Lessee which may be deemed to be proceeds of this Lease or any such Advance, which use, if it had been reasonably expected on the date of the execution of this Lease or of any such Advance, would have caused this Lease or any such Advance to be classified as an "arbitrage bond" within the meaning of Section 148 of the Code.

(F) The Lessee will at all times comply with the rebate requirements of Section 148(f) of the Code as they pertain to this Lease, to the extent applicable.

(G) In order to preserve the status of this Lease and the Advances as other than "private activity bonds" as described in Sections 103(b)(1) and 141 of the Code, as long as this Lease and any such Advances are outstanding and unpaid:

(I) none of the proceeds from this Lease or the Advances or any facilities or assets financed therewith shall be used for any "private business use" as that term is used in Section 141(b) of the Code and defined in Section 141(b)(6) of the Code;

(II) the Lessee will not allow any such "private business use" to be made of the proceeds of this Lease or the Advances or any facilities or assets financed therewith; and

(III) none of the Advances or Lease Payments due hereunder shall be secured in whole or in part, directly or indirectly, by any interest in any property used in any such "private business use" or by payments in respect of such property and shall not be derived from payments in respect of such property.

(H) The Lessee will not take any action, or omit to take any action, which action or omission would cause the interest component of the Lease Payments to be ineligible for the exclusion from gross income as provided in Section 103 of the Code.

(I) The Lessee is a "governmental unit" within the meaning of Section 141(b)(6) of the Code.

(J) The obligations of the Lessee under this Lease are not federally guaranteed within the meaning of Section 149(b) of the Code.

(K) This Lease and the Advances to be made pursuant hereto will not reimburse the Lessee for any expenditures incurred prior to the date of this Lease and do not constitute a "refunding issue" as defined in Section 1.150-1(d) of the Regulations, and no part of the proceeds of this Lease or any such Advances will be used to pay or discharge any obligations of the Lessee the interest on which is or purports to be excludable from gross income under the Code or any predecessor provision of law.

(L) In compliance with Section 149(e) of the Code relating to information reporting, the Lessee will file or cause to be filed with the Internal Revenue Service Center, Ogden, UT 84201, within fifteen (15) days from the execution of this Lease, IRS Form 8038-G or 8038-GC, as appropriate, reflecting the total aggregate amount of Advances that can be made pursuant to this Lease.

(M) None of the proceeds of this Lease or the Advances to be made hereunder will be used directly or indirectly to replace funds of the Lessee used directly or indirectly to acquire obligations at a yield materially higher than the yield on this Lease or otherwise invested in any manner. No portion of the Advances will be made for the purpose of investing such portion at a materially higher yield than the yield on this Lease.

(N) Inasmuch as Advances will be made under this Lease only when and to the extent the Lessee reasonably determines, identifies and experiences the need therefor, and will remain outstanding and unpaid only until such time as the Lessee has moneys available to repay the same, the Lessee reasonably expects that (I) the Advances will not be made sooner than necessary; (II) no proceeds from the Advances will be invested at a yield higher than the yield on this Lease; and (III) the Advances and this Lease will not remain outstanding and unpaid longer than necessary.

(O) The Lessee will either (i) spend all of the moneys advanced pursuant to this Lease immediately upon receipt thereof, without investment, on the portion of the Leased Property that is to be financed thereby; or (ii) invest such moneys at the highest yield allowable and practicable under the circumstances until they are to be spent on the portion of the Leased Property that is to be financed thereby, and track, keep records of, and pay to the United States of America, all rebatable arbitrage pertaining thereto, at the times, in the amounts, in the manner, and to the extent required under Section 148(f) of the Code and the Treasury Regulations promulgated in connection therewith. At least five percent (5%) of the total amount of moneys that are expected to be advanced pursuant to this Lease are reasonably expected to have been expended on the Leased Property within six (6) months from the date of this Lease. All moneys to be advanced pursuant to this Lease are reasonably expected to have been expended on the Leased Property no later than the earlier of: (I) the date twelve (12) months from the date such moneys are advanced; and (II) the date three (3) years from the date of this Lease.

(P) This Lease and the Advances to be made hereunder are not and will not be part of a transaction or series of transactions that attempts to circumvent the provisions of Section 148 of the Code and the regulations promulgated in connection therewith (I) enabling the Lessee to exploit the difference between tax-exempt and taxable interest rates to gain a material financial advantage, and (II) overburdening the tax-exempt bond market, as those terms are used in Section 1.148-10(a)(2) of the Regulations.

(Q) To the best of the knowledge, information and belief of the Lessee, the above expectations are reasonable. On the basis of the foregoing, it is not expected that the proceeds of this Lease and the Advances to be made hereunder will be used in a manner that would cause this Lease or such Advances to be "arbitrage bonds" under Section 148 of the Code and the regulations promulgated thereunder, and to the best of the knowledge, information and belief of the Lessee, there are no other facts, estimates or circumstances that would materially change the foregoing conclusions.

(ii) Arbitrage Rebate Under Section 148(f) of the Code. With respect to the arbitrage rebate requirements of Section 148(f) of the Code, either (check applicable box):

☐ (A) Lessee Qualifies for Small Issuer Exemption from Arbitrage Rebate. The Lessee hereby certifies and represents that it qualifies for the exception contained in Section 148(f)(4)(D) of the Code from the requirement to rebate arbitrage earnings from investment of proceeds of the Advances made under this Lease (the "Rebate Exemption") as follows:

(1) The Lessee has general taxing powers.

(2) Neither this Lease, any Advances to be made hereunder, nor any portion thereof are private activity bonds as defined in Section 141 of the Code ("Private Activity Bonds").

(3) Ninety-five percent (95%) or more of the net proceeds of the Advances to be made hereunder are to be used for local government activities of the Lessee (or of a governmental unit, the jurisdiction of which is entirely within the jurisdiction of the Lessee).

(4) Neither the Lessee nor any aggregated issuer has issued or is reasonably expected to issue any tax-exempt obligations other than Private Activity Bonds (as those terms are used in Section 148(f)(4)(D) of the Code) during the current calendar year, including the Advances to be made hereunder, which in the aggregate would exceed $5,000,000 in face amount, or $15,000,000 in face amount for such portions, if any, of any tax-exempt obligations of the Lessee and any aggregated issuer as are attributable to construction of public school facilities within the meaning of Section 148(f)(4)(D)(vii) of the Code.

For purposes of this Section, "aggregated issuer" means any entity which (a) issues obligations on behalf of the Lessee, (b) derives its issuing authority from the Lessee, or (c) is subject to substantial control by the Lessee.

The Lessee hereby certifies and represents that it has not created, does not intend to create and does not expect to benefit from any entity formed or availed of to avoid the purposes of Section 148(f)(4)(D)(i)(IV) of the Code.

Accordingly, the Lessee will qualify for the Rebate Exemption granted to governmental units issuing less than $5,000,000 under Section 148(f)(4)(D) of the Code ($15,000,000 for the financing of public school facilities construction as described above), and the Lessee shall be treated as meeting the requirements of Paragraphs (2) and (3) of Section 148(f) of the Code relating to the required rebate of arbitrage earnings to the United States with respect to this Lease and the Advances to be made hereunder.

- or -

☐ (B) Lessee Will Keep Records of and Will Rebate Arbitrage. The Lessee does not qualify for the small issuer Rebate Exemption described above, and the Lessee hereby certifies and covenants that it will account for, keep the appropriate records of, and pay to the United States, the rebate amount, if any, earned from the investment of gross proceeds of this Lease and the Advances to be made hereunder, at the times, in the amounts, and in the manner prescribed in Section 148(f) of the Code and the applicable Regulations promulgated with respect thereto.

(m) Small Issuer Exemption from Bank Nondeductibility Restriction. Based on the following representations of the Lessee, the Lessee hereby designates this Lease and the interest components of the Lease Payments hereunder as “qualified tax-exempt obligations” within the meaning of Section 265(b)(3) of the Code: (i) this Lease and the Lease Payments hereunder are not private activity bonds within the meaning of Section 141 of the Code; (ii) the Lessee reasonably anticipates that it, together with all “aggregated issuers,” will not issue during the current calendar year obligations (other than those obligations described in clause (iii) below) the interest on which is excluded from gross income for federal income tax purposes under Section 103 of the Code which, when aggregated with this Lease, will exceed an aggregate principal amount of $10,000,000; (iii) and notwithstanding clause (ii) above, the Lessee and its aggregated issuers may have issued in the current calendar year and may continue to issue during the remainder of the current calendar year private activity bonds other than qualified 501(c)(3) bonds as defined in Section 145 of the Code. For purposes of this subsection, "aggregated issuer" means any entity which (a) issues obligations on behalf of the Lessee, (b) derives its issuing authority from the Lessee, or (c) is subject to substantial control by the Lessee. The Lessee hereby certifies and represents that it has not created, does not intend to create and does not expect to benefit from any entity formed or availed of to avoid the purposes of Section 265(b)(3)(C) or (D) of the Code.

SECTION 2.2 Representations, Covenants and Warranties of the Bank. The Bank is a national banking association, duly organized, existing and in good standing under and by virtue of the laws of the United States of America, has the power to enter into this Lease, is possessed of full power to own and hold real and personal property, and to lease and sell the same, and has duly authorized the execution and delivery of this Lease. This Lease constitutes the legal, valid and binding obligation of the Bank, enforceable in accordance with its terms, except to the extent limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws or equitable principles affecting the rights of creditors generally.

ARTICLE III

AGREEMENT TO LEASE; TERM OF LEASE; LEASE PAYMENTS

SECTION 3.1 Lease. The Bank hereby leases the Leased Property to the Lessee, and the Lessee hereby leases the Leased Property from the Bank, upon the terms and conditions set forth herein.

Concurrently with its execution of this Lease, the Lessee shall deliver to the Bank fully completed documents substantially in the forms attached hereto as Exhibits B, C, D, E and F hereto. Prior to the Bank making the final Advance hereunder, Lessee shall provide the Bank an executed copy of the Delivery and Acceptance Certificate found in Exhibit F.

SECTION 3.2 Term. The Term of this Lease shall commence on the date of execution of this Lease, including delivery to the Bank by the Lessee of fully completed documents in the forms set forth in Exhibits B, C, D, E and F attached hereto, and continue until the end of the fiscal year of Lessee in effect at the Commencement Date (the “Original Term”). Thereafter, this Lease will be extended for 5 successive additional periods of one year coextensive with Lessee's fiscal year, except for the last such period which may be less than a full fiscal year, (each, a “Renewal Term”) subject to an Event of Nonappropriation as described herein below in this Section 3.2 and in Section 3.3(a), with the final Renewal Term ending on October 28, 2029, unless this Lease is terminated as hereinafter provided. The Original Term together with all scheduled Renewal Terms shall be referred to herein as the “Scheduled Term” irrespective of whether this Lease is terminated for any reason prior to the scheduled commencement or termination of any Renewal Term as provided herein.

If Lessee does not appropriate funds for the payment of Lease Payments due for any Renewal Term in the adopted budget of the Lessee for the applicable fiscal year (an “Event of Nonappropriation”), this Lease will terminate upon the expiration of the Original or Renewal Term then in effect and Lessee shall notify Bank of such termination at least ten (10) days prior to the expiration of the Original or Renewal Term then in effect.

SECTION 3.3 Termination. This Lease will terminate upon the earliest of any of the following events:

(a) upon the expiration of the Original Term or any Renewal Term of this Lease following an Event of Nonappropriation;

(b) the exercise by Lessee of any option to purchase granted in this Lease by which Lessee purchases all of the Leased Property;

(c) a default by Lessee and Bank's election to terminate this Lease under Article VII herein; or

(d) the expiration of the Scheduled Term of this Lease, the Lessee having made payment of all Lease Payments accrued to such date.

SECTION 3.4 Lease Payments.

(a) Time and Amount. During the Term of this Lease and so long as this Lease has not terminated pursuant to Section 3.3, the Lessee agrees to pay to the Bank, its successors and assigns, as annual rental for the use and possession of the Leased Property, the Lease Payments (denominated into components of principal and interest) in the amounts specified in Exhibit A, to be due and payable in arrears on each payment date identified in Exhibit A (or if such day is not a Business Day, the next succeeding Business Day) specified in Exhibit A (the "Lease Payment Date").

(b) Rate on Overdue Payments. In the event the Lessee should fail to make any of the Lease Payments required in this Section, the Lease Payment in default shall continue as an obligation of the Lessee until the amount in default shall have been fully paid, and the Lessee agrees to pay the same with interest thereon, to the extent permitted by law, from the date such amount was originally payable at the rate equal to the original interest rate payable with respect to such Lease Payments.

(c) Additional Payments. Any additional payments required to be made by the Lessee hereunder, including but not limited to Sections 4.1, 5.3, and 7.4 of this Lease, shall constitute additional rental for the Leased Property.

SECTION 3.5 Possession of Leased Property Upon Termination. Upon termination of this Lease pursuant to Sections 3.3(a), or (c), the Lessee shall transfer the Leased Property to the Bank in such manner as may be specified by the Bank, and the Bank shall have the right to take possession of the Leased Property by virtue of the Bank's ownership interest as lessor of the Leased Property, and the Lessee at the Bank's direction shall ship the Leased Property to the destination designated by the Bank by loading the Leased Property at the Lessee's cost and expense, on board such carrier as the Bank shall specify.

SECTION 3.6 No Withholding. Notwithstanding any dispute between the Bank and the Lessee, in connection with this Lease or otherwise, including a dispute as to the failure of any portion of the Leased Property in use by or possession of the Lessee to perform the task for which it is leased, the Lessee shall make all Lease Payments when due and shall not withhold any Lease Payments pending the final resolution of such dispute.

SECTION 3.7 Lease Payments to Constitute a Current Obligation of the Lessee. Notwithstanding any other provision of this Lease, the Lessee and the Bank acknowledge and agree that the obligation of the Lessee to pay Lease Payments hereunder constitutes a current special obligation of the Lessee payable exclusively from current and legally available funds and shall not in any way be construed to be an indebtedness of the Lessee within the meaning of any constitutional or statutory limitation or requirement applicable to the Lessee concerning the creation of indebtedness. The Lessee has not hereby pledged the general tax revenues or credit of the Lessee to the payment of the Lease Payments, or the interest thereon, nor shall this Lease obligate the Lessee to apply money of the Lessee to the payment of Lease Payments beyond the then current Original Term or Renewal Term, as the case may be, or any interest thereon.

SECTION 3.8 Net Lease. This Lease shall be deemed and construed to be a “net-net-net lease” and the Lessee hereby agrees that the Lease Payments shall be an absolute net return to the Bank, free and clear of any expenses, charges or set-offs whatsoever, except as expressly provided herein.

SECTION 3.9 Offset. Lease Payments or other sums payable by Lessee pursuant to this Lease shall not be subject to set-off, deduction, counterclaim or abatement and Lessee shall not be entitled to any credit against such Lease Payments or other sums for any reason whatsoever, including, but not limited to: (i) any accident or unforeseen circumstances; (ii) any damage or destruction of the Leased Property or any part thereof; (iii) any restriction or interference with Lessee's use of the Leased Property; (iv) any defects, breakdowns, malfunctions, or unsuitability of the Leased Property or any part thereof; or (v) any dispute between the Lessee and the Bank, any vendor or manufacturer of any part of the Leased Property, or any other person.

ARTICLE IV

INSURANCE

SECTION 4.1 Insurance. Lessee, at Bank’s option, will either self-insure, or at Lessee’s cost, will cause casualty insurance and property damage insurance to be carried and maintained on the Leased Property, with all such coverages to be in such amounts sufficient to cover the value of the Leased Property at the commencement of this Lease (as determined by the purchase price paid for the Leased Property), and public liability insurance with respect to the Leased Property in the amounts required by law, but in no event with a policy limit less than $1,000,000 per occurrence. All insurance shall be written in such forms, to cover such risks, and with such insurers, as are customary for public entities such as the Lessee. A combination of self-insurance and policies of insurance may be utilized. If policies of insurance are obtained, Lessee will cause Bank to be a loss payee as its interest under this Lease may appear on such property damage insurance policies, and an additional insured on a primary and noncontributory basis on such public liability insurance in an amount equal to or exceeding the minimum limit stated herein. Subject to Section 4.2, insurance proceeds from insurance policies or budgeted amounts from self-insurance as relating to casualty and property damage losses will, to the extent permitted by law, be payable to Bank in an amount equal to the then outstanding principal and accrued interest components of the Lease Payments at the time of such damage or destruction as provided by Section 8.1. Lessee will deliver to Bank the policies or evidences of insurance or self-insurance satisfactory to Bank, together with receipts for the applicable premiums before the Leased Property is delivered to Lessee and at least thirty (30) days before the expiration of any such policies. By endorsement upon the policy or by independent instrument furnished to Bank, such insurer will agree that it will give Bank at least thirty (30) days' written notice prior to cancellation or alteration of the policy. Lessee will carry workers compensation insurance covering all employees working on, in, or about the Leased Property, and will require any other person or entity working on, in, or about the Leased Property to carry such coverage, and will furnish to Bank certificates evidencing such coverages throughout the Term of this Lease.

SECTION 4.2 Damage to or Destruction of the Leased Property. If all or any part of the Leased Property is lost, stolen, destroyed, or damaged, Lessee will give Bank prompt notice of such event and will, to the extent permitted by law, repair or replace the same at Lessee's cost. If such lost, stolen, destroyed or damaged Leased Property is equipment, it shall be repaired or replaced within thirty (30) days after such event. If such lost, stolen, destroyed or damaged Leased Property is other than equipment, it shall be repaired or replaced within one hundred eighty (180) days after such event. Any replaced Leased Property will be substituted in this Lease by appropriate endorsement. All insurance proceeds received by Bank under the policies required under Section 4.1 with respect to the Leased Property lost, stolen, destroyed, or damaged, will be paid to Lessee if the Leased Property is repaired or replaced by Lessee as required by this Section. If Lessee fails or refuses to make the required repairs or replacement, such proceeds will be paid to Bank to the extent of the then remaining portion of the Lease Payments to become due during the Scheduled Term of this Lease less that portion of such Lease Payments attributable to interest which will not then have accrued as provided in Section 8.1. No loss, theft, destruction, or damage to the Leased Property will impose any obligation on Bank under this Lease, and this Lease will continue in full force and effect regardless of such loss, theft, destruction, or damage. Lessee assumes all risks and liabilities, whether or not covered by insurance, for loss, theft, destruction, or damage to the Leased Property and for injuries or deaths of persons and damage to property however arising, whether such injury or death be with respect to agents or employees of Lessee or of third parties, and whether such damage to property be to Lessee's property or to the property of others.

ARTICLE V

COVENANTS

SECTION 5.1 Use of the Leased Property. The Lessee represents and warrants that it has an immediate and essential need for the Leased Property to carry out and give effect to the public purposes of the Lessee, which need is not temporary or expected to diminish in the foreseeable future, and that it expects to make immediate use of all of the Leased Property.

The Lessee hereby covenants that it will install, use, operate, maintain, and service the Leased Property in accordance with all vendors' instructions and in such a manner as to preserve all warranties and guarantees with respect to the Leased Property.

The Lessor hereby assigns to the Lessee, without recourse, for the Term of this Lease, all manufacturer warranties and guaranties, express or implied, pertinent to the Leased Property, and the Lessor directs the Lessee to obtain the customary services furnished in connection with such warranties and guaranties at the Lessee's expense; provided, however, that the Lessee hereby agrees that it will reassign to the Lessor all such warranties and guaranties in the event of termination of this Lease pursuant to Sections 3.3(a) or 3.3(c).

SECTION 5.2 Interest in the Leased Property and this Lease. Upon expiration of the Term as provided in Section 3.3(b) or 3.3(d) hereof, all right, title and interest of the Bank in and to all of the Leased Property shall be transferred to and vest in the Lessee, without the necessity of any additional document of transfer.

SECTION 5.3 Maintenance, Utilities, Taxes and Assessments.

(a) Maintenance; Repair and Replacement. Throughout the Term of this Lease, as part of the consideration for the rental of the Leased Property, all repair and maintenance of the Leased Property shall be the responsibility of the Lessee, and the Lessee shall pay for or otherwise arrange for the payment of the cost of the repair and replacement of the Leased Property excepting ordinary wear and tear, and the Lessee hereby covenants and agrees that it will comply with all vendors' and manufacturers' maintenance and warranty requirements pertaining to the Leased Property. In exchange for the Lease Payments herein provided, the Bank agrees to provide only the Leased Property, as hereinbefore more specifically set forth.

(b) Tax and Assessments; Utility Charges. The Lessee shall also pay or cause to be paid all taxes and assessments, including but not limited to utility charges, of any type or nature charged to the Lessee or levied, assessed or charged against any portion of the Leased Property or the respective interests or estates therein; provided that with respect to special assessments or other governmental charges that may lawfully be paid in installments over a period of years, the Lessee shall be obligated to pay only such installments as are required to be paid during the Term of this Lease as and when the same become due.

(c) Contests. The Lessee may, at its expense and in its name, in good faith contest any such taxes, assessments, utility and other charges and, in the event of any such contest, may permit the taxes, assessments or other charges so contested to remain unpaid during the period of such contest and any appeal therefrom; provided that prior to such nonpayment it shall furnish the Bank with the opinion of an independent counsel acceptable to the Bank to the effect that, by nonpayment of any such items, the interest of the Bank in such portion of the Leased Property will not be materially endangered and that the Leased Property will not be subject to loss or forfeiture. Otherwise, the Lessee shall promptly pay such taxes, assessments or charges or make provisions for the payment thereof in form satisfactory to the Bank.

SECTION 5.4 Modification of the Leased Property.

(a) Additions, Modifications and Improvements. The Lessee shall, at its own expense, have the right to make additions, modifications, and improvements to any portion of the Leased Property if such improvements are necessary or beneficial for the use of such portion of the Leased Property. All such additions, modifications and improvements shall thereafter comprise part of the Leased Property and be subject to the provisions of this Lease. Such additions, modifications and improvements shall not in any way damage any portion of the Leased Property or cause it to be used for purposes other than those authorized under the provisions of State and federal law or in any way which would impair the exclusion from gross income for federal income tax purposes of the interest components of the Lease Payments; and the Leased Property, upon completion of any additions, modifications and improvements made pursuant to this Section, shall be of a value which is not substantially less than the value of the Leased Property immediately prior to the making of such additions, modifications and improvements.

(b) No Liens. Except for Permitted Encumbrances, the Lessee will not permit (i) any liens or encumbrances to be established or remain against the Leased Property or (ii) any mechanic's or other lien to be established or remain against the Leased Property for labor or materials furnished in connection with any additions, modifications or improvements made by the Lessee pursuant to this Section; provided that if any such mechanic's lien is established and the Lessee shall first notify or cause to be notified the Bank of the Lessee's intention to do so, the Lessee may in good faith contest any lien filed or established against the Leased Property, and in such event may permit the items so contested to remain undischarged and unsatisfied during the period of such contest and any appeal therefrom and shall provide the Bank with full security against any loss or forfeiture which might arise from the nonpayment of any such item, in form satisfactory to the Bank. The Bank will cooperate fully in any such contest.

SECTION 5.5 Permits. The Lessee will provide all permits and licenses necessary for the ownership, possession, operation, and use of the Leased Property, and will comply with all laws, rules, regulations, and ordinances applicable to such ownership, possession, operation, and use. If compliance with any law, rule, regulation, ordinance, permit, or license requires changes or additions to be made to the Leased Property, such changes or additions will be made by the Lessee at its own expense.

SECTION 5.6 Bank's Right to Perform for Lessee. If the Lessee fails to make any payment or to satisfy any representation, covenant, warranty, or obligation contained herein or imposed hereby, the Bank may (but need not) make such payment or satisfy such representation, covenant, warranty, or obligation, and the amount of such payment and the expense of any such action incurred by the Bank, as the case may be, will be deemed to be additional rent payable by the Lessee on the Bank's demand.

SECTION 5.7 Bank's Disclaimer of Warranties. The Bank has played no part in the selection of the Leased Property, the Lessee having selected the Leased Property independently from the Bank. The Bank, at the Lessee's request, has acquired or arranged for the acquisition of the Leased Property and shall lease the same to the Lessee as herein provided, the Bank's only role being the facilitation of the financing of the Leased Property for the Lessee. THE BANK MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, QUALITY, DURABILITY, SUITABILITY, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR FITNESS FOR THE USE CONTEMPLATED BY THE LESSEE OF THE LEASED PROPERTY, OR ANY PORTION THEREOF. THE LESSEE ACKNOWLEDGES THAT THE BANK IS NOT A MANUFACTURER OR VENDOR OF ALL OR ANY PORTION OF THE LEASED PROPERTY, AND THAT THE LESSEE IS LEASING THE LEASED PROPERTY AS IS. In no event shall the Bank be liable for incidental, direct, indirect, special or consequential damages, in connection with or arising out of this Lease, for the existence, furnishing, functioning or Lessee's use and possession of the Leased Property.

SECTION 5.8 Indemnification. To the extent permitted by applicable law, the Lessee hereby agrees to indemnify and hold harmless the Bank, its directors, officers, shareholders, employees, agents, and successors from and against any loss, claim, damage, expense, and liability resulting from or attributable to the acquisition, construction, or use of the Leased Property. Notwithstanding the foregoing, the Bank shall not be indemnified for any liability resulting from the gross negligence or willful misconduct of the Bank.

SECTION 5.9 Inclusion for Consideration as Budget Item. During the Term of this Lease, the Lessee covenants and agrees that it shall give due consideration, in accordance with applicable law, as an item for expenditure during its annual budget considerations, of an amount necessary to pay Lease Payments for the Leased Property during the next succeeding Renewal Term. Nothing herein shall be construed to direct or require that Lessee take or direct that any legislative act be done, or that the Governing Body of Lessee improperly or unlawfully delegate any of its legislative authority.

SECTION 5.10 Annual Financial Information. During the Term of this Lease, the Lessee covenants and agrees to provide the Bank as soon as practicable when they are available: (i) a copy of the Lessee's final annual budget for each fiscal year; (ii) a copy of the Lessee's most recent financial statements; and (iii) any other financial reports the Bank may request from time to time.

ARTICLE VI

ASSIGNMENT AND SUBLEASING

SECTION 6.1 Assignment by the Bank. The parties hereto agree that all rights of Bank hereunder may be assigned, transferred or otherwise disposed of, either in whole or in part, including without limitation transfer to a trustee pursuant to a trust arrangement under which the trustee issues certificates of participation evidencing undivided interests in this Lease and/or the rights to receive Lease Payments hereunder, provided that notice of any such assignment, transfer or other disposition is given to Lessee.

SECTION 6.2 Assignment and Subleasing by the Lessee. The Lessee may not assign this Lease or sublease all or any portion of the Leased Property unless both of the following shall have occurred: (i) the Bank shall have consented to such assignment or sublease; and (ii) the Bank shall have received assurance acceptable to the Bank that such assignment or sublease: (A) is authorized under applicable state law, (B) will not adversely affect the validity of this Lease, and (C) will not adversely affect the exclusion from gross income for federal income tax purposes of the interest components of the Lease Payments.

ARTICLE VII

EVENTS OF DEFAULT AND REMEDIES

SECTION 7.1 Events of Default Defined. The following shall be "events of default" under this Lease and the terms "events of default" and "default" shall mean, whenever they are used in this Lease, any one or more of the following events:

(a) Payment Default. Failure by the Lessee to pay any Lease Payment required to be paid hereunder by the corresponding Lease Payment Date.

(b) Covenant Default. Failure by the Lessee to observe and perform any warranty, covenant, condition or agreement on its part to be observed or performed herein or otherwise with respect hereto other than as referred to in clause (a) of this Section, for a period of 30 days after written notice specifying such failure and requesting that it be remedied has been given to the Lessee by the Bank; provided, however, if the failure stated in the notice cannot be corrected within the applicable period, the Bank shall not unreasonably withhold their consent to an extension of such time if corrective action is instituted by the Lessee within the applicable period and diligently pursued until the default is corrected.

(c) Bankruptcy or Insolvency. The filing by the Lessee of a case in bankruptcy, or the subjection of any right or interest of the Lessee under this Lease to any execution, garnishment or attachment, or adjudication of the Lessee as a bankrupt, or assignment by the Lessee for the benefit of creditors, or the entry by the Lessee into an agreement of composition with creditors, or the approval by a court of competent jurisdiction of a petition applicable to the Lessee in any proceedings instituted under the provisions of the federal bankruptcy code, as amended, or under any similar act which may hereafter be enacted.

The foregoing provisions of this Section 7.1 are subject to the provisions of Section 3.2 hereof with respect to nonappropriation.

SECTION 7.2 Remedies on Default. Whenever any event of default referred to in Section 7.1 hereof shall have happened and be continuing, the Bank shall have the right, at its sole option without any further demand or notice to take one or any combination of the following remedial steps:

(a) take possession of the Leased Property by virtue of the Bank's ownership interest as lessor of the Leased Property;

(b) hold the Lessee liable for the difference between (i) the rents and other amounts payable by Lessee hereunder to the end of the then current Original Term or Renewal Term, as appropriate, and (ii) the rent paid by a lessee of the Leased Property pursuant to such lease; and

(c) take whatever action at law or in equity may appear necessary or desirable to enforce its right hereunder.

SECTION 7.3 No Remedy Exclusive. No remedy conferred herein upon or reserved to the Bank is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Lease or now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Bank to exercise any remedy reserved to it in this Article it shall not be necessary to give any notice, other than such notice as may be required in this Article or by law.

SECTION 7.4 Agreement to Pay Attorneys' Fees and Expenses. In the event either party to this Lease should default under any of the provisions hereof and the nondefaulting party should employ attorneys or incur other expenses for the collection of moneys or the enforcement of performance or observance of any obligation or agreement on the part of the defaulting party contained herein, the defaulting party agrees that it will pay on demand to the nondefaulting party the reasonable fees of such attorneys and such other expenses so incurred by the nondefaulting party.

SECTION 7.5 Waiver of Certain Damages. With respect to all of the remedies provided for in this Article VII, the Lessee hereby waives any damages occasioned by the Bank's repossession of the Leased Property upon an event of default.

ARTICLE VIII

PREPAYMENT OF LEASE PAYMENTS IN PART

SECTION 8.1 Extraordinary Prepayment From Net Proceeds. To the extent, if any, required pursuant to Section 4.1 the Lessee shall be obligated to purchase the Leased Property by prepaying the Lease Payments in whole or in part on any date, from and to the extent of any Net Proceeds or other moneys pursuant to Article IV hereof. The Lessee and the Bank hereby agree that in the case of such prepayment of the Lease Payments in part, such Net Proceeds or other moneys shall be credited toward the Lessee's obligations hereunder pro rata among Lease Payments so that following prepayment, the remaining annual Lease Payments will be proportional to the initial annual Lease Payments.

SECTION 8.2 Option to Purchase Leased Property. Subject to the terms and conditions of this Section, the Bank hereby grants an option to the Lessee to purchase all or a portion of the Leased Property by paying on any date a price equal to the portion of the outstanding principal component of the Lease Payments that is allocable to such portion of the Leased Property that is being so purchased, without premium, plus the accrued interest component of such portion of the Lease Payments to such payment date. To exercise this option, the Lessee must deliver to the Bank written notice specifying the date on which the Leased Property is to be purchased (the "Closing Date"), which notice must be delivered to the Bank at least thirty (30) days prior to the Closing Date specified therein. The Lessee may purchase the Leased Property pursuant to the option granted in this Section only if the Lessee has made all Lease Payments when due (or has remedied any defaults in the payment of Lease Payments, in accordance with the provisions of this Lease) and all other warranties, representations, covenants, and obligations of the Lessee under this Lease have been satisfied (or all breaches thereof have been waived by the Bank in writing).

Upon the expiration of the Scheduled Term of this Lease and provided that all conditions of the immediately preceding paragraph have been satisfied (except those pertaining to notice), the Lessee shall be deemed to have purchased the Leased Property (without the need for payment of additional moneys) and shall be vested with all rights and title to the Leased Property.

ARTICLE IX

MISCELLANEOUS

SECTION 9.1 Notices. Unless otherwise specifically provided herein, all notices shall be in writing addressed to the respective party as set forth below (or to such other address as the party to whom such notice is intended shall have previously designated by written notice to the serving party), and may be personally served, telecopied, or sent by overnight courier service or United States mail:

If to Bank:

ZIONS BANCORPORATION, N.A.
One South Main Street, 17th Floor
Salt Lake City, Utah 84133
Attention: Kirsi Hansen

If to the Lessee:

Lindon City
100 N. State Street
Lindon, UT 84042
Attention: Mike Brower

Such notices shall be deemed to have been given: (a) if delivered in person, when delivered; (b) if delivered by telecopy, on the date of transmission if transmitted by 4:00 p.m. (Salt Lake City time) on a Business Day or, if not, on the next succeeding Business Day; (c) if delivered by overnight courier, two Business Days after delivery to such courier properly addressed; or (d) if by United States mail, four Business Days after depositing in the United States mail, postage prepaid and properly addressed.

SECTION 9.2 System of Registration. The Lessee shall be the Registrar for this Lease and the rights to payments hereunder. The Bank shall be the initial Registered Owner of rights to receive payments hereunder. If the Bank transfers its rights to receive payments hereunder, the Registrar shall note on this Lease the name and address of the transferee.

SECTION 9.3 Instruments of Further Assurance. To the extent, if any, that the Bank's interest in the Leased Property as Lessor under this Lease is deemed to be a security interest in the Leased Property, then the Lessee shall be deemed to have granted, and in such event the Lessee does hereby grant, a security interest in the Leased Property to the Bank, which security interest includes proceeds, and this Lease shall constitute a security agreement under applicable law. Concurrently with the execution of this Lease, the Lessee has executed, delivered, and filed and/or recorded all financing statements, UCC forms, mortgages, deeds of trust, notices, filings, and/or other instruments, in form required for filing and/or recording thereof, as are required under applicable law to fully perfect such security interest of the Bank in the Leased Property (collectively, "Security Documents"). Attached hereto as Exhibit E are copies of all such Security Documents. The Lessee will do, execute, acknowledge, deliver and record, or cause to be done, executed, acknowledged, delivered and recorded, such additional acts, notices, filings and instruments as the Bank may require in its sole discretion to evidence, reflect and perfect the title, ownership, leasehold interest, security interest and/or other interest of the Bank in and to any part or all of the Leased Property, promptly upon the request of the Bank.

SECTION 9.4 Binding Effect. This Lease shall inure to the benefit of and shall be binding upon the Bank and the Lessee and their respective successors and assigns.

SECTION 9.5 Amendments. This Lease may be amended or modified only upon the written agreement of both the Bank and the Lessee.

SECTION 9.6 Section Headings. Section headings are for reference only and shall not be used to interpret this Lease.

SECTION 9.7 Severability. In the event any provision of this Lease shall be held invalid or unenforceable by a court of competent jurisdiction, to the extent permitted by law, such holding shall not invalidate or render unenforceable any other provision hereof.

SECTION 9.8 Entire Agreement. This Lease and the attached Exhibits constitute the entire agreement between the Bank and the Lessee and supersedes any prior agreement between the Bank and the Lessee with respect to the Leased Property, except as is set forth in an Addendum, if any, which is made a part of this Lease and which is signed by both the Bank and the Lessee.

SECTION 9.9 Execution in Counterparts. This Lease may be executed in any number of counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

SECTION 9.10 Arbitration. To the extent permitted by law, any dispute, controversy or claim arising out of or based upon the terms of this Lease or the transactions contemplated hereby shall be settled exclusively and finally by binding arbitration. Upon written demand for arbitration by any party hereto, the parties to the dispute shall confer and attempt in good faith to agree upon one arbitrator. If the parties have not agreed upon an arbitrator within thirty (30) days after receipt of such written demand, each party to the dispute shall appoint one arbitrator and those two arbitrators shall agree upon a third arbitrator. Any arbitrator or arbitrators appointed as provided in this section shall be selected from panels maintained by, and the binding arbitration shall be conducted in accordance with the commercial arbitration rules of, the American Arbitration Association (or any successor organization), and such arbitration shall be binding upon the parties. The arbitrator or arbitrators shall have no power to add or detract from the agreements of the parties and may not make any ruling or award that does not conform to the terms and conditions of this Lease. The arbitrator or arbitrators shall have no authority to award punitive damages or any other damages not measured by the prevailing party's actual damages. Judgment upon an arbitration award may be entered in any court having jurisdiction. The prevailing party in the arbitration proceedings shall be awarded reasonable attorney fees and expert witness costs and expenses.

SECTION 9.11 Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State.

[SIGNATURE PAGES TO FOLLOW]

IN WITNESS WHEREOF, the Bank has caused this Lease to be executed in its name by its duly authorized officer, and the Lessee has caused this Lease to be executed in its name by its duly authorized officer, as of the date first above written.

ZIONS BANCORPORATION, N.A., as Lessor

By:____
Authorized Officer

LINDON CITY, as Lessee

By:____

____
Title

EXHIBIT A

FIXED RATE

LEASE PAYMENT DEBT SERVICE SCHEDULE*

1. Interest. Interest components payable on the principal amount outstanding have been computed at the rate of four and forty-three hundredths' percent (4.43 %) per annum calculated based on twelve 30-day months during a 360-day year.

2. Payment Dates and Amounts.

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
10/28/2025	199,048.98	-	-	199,048.98	199,048.98
10/28/2026	162,068.74	4.430%	36,980.23	199,048.97	199,048.97
10/28/2027	214,586.58	4.430%	29,800.58	244,387.16	244,387.16
10/28/2028	224,092.77	4.430%	20,294.40	244,387.17	244,387.17
10/28/2029	234,020.08	4.430%	10,367.09	244,387.17	244,387.17
Total	$1,033,817.15	-	$97,442.30	$1,131,259.45	-

EXHIBIT B

DESCRIPTION OF THE LEASED PROPERTY

YEAR	Make	Model	Body/Trim	VIN
2025	Ford	F-150	CREW CAB LARIAT BLACK OUT	1FTFW5LD8SFB92661
2025	Ford	F-150	CREW CAB LARIAT BLACK OUT	1FTFW5LD0SFB93951
2025	Ford	F-150	CREW CAB LARIAT BLACK OUT	1FTFW5LD0SFB94209
2025	Ford	F-150	CREW CAB LARIAT BLACK OUT	1FTFW5LD7SFB94806
2025	Ford	F-150	CREW CAB LARIAT BLACK OUT	1FTFW5LD4SFB92771
2025	Ford	F-150	CREW CAB LARIAT BLACK OUT	1FTFW5LD1SFB96096
2025	Ford	F-150	CREW CAB LARIAT BLACK OUT	1FTFW5LD5SFB94223
2025	Ford	F-150	CREW CAB LARIAT BLACK OUT	1FTFW5LD8SFB94412
2025	Ford	F-150	CREW CAB LARIAT BLACK OUT	1FTFW5LD9SFB95181
2025	Ford	F-150	CREW CAB LARIAT BLACK OUT	1FTFW5LD7SFB96104
2025	Ford	F-150	CREW CAB LARIAT BLACK OUT	1FTFW5LD6SFB95185
2025	Ford	F-150	CREW CAB LARIAT BLACK OUT	1FTFW5LD2SFA70524
2025	Ford	F-150	CREW CAB LARIAT BLACK OUT	1FTFW5LD1SFB92551
2025	Ford	F-150	CREW CAB LARIAT BLACK OUT	1FTFW5LD4SFB86131
2025	Ford	F-150	CREW CAB LARIAT BLACK OUT	1FTFW5LDXSFB68264

EXHIBIT C

RESOLUTION OF GOVERNING BODY

A resolution approving the form of the Lease/Purchase Agreement with ZIONS BANCORPORATION, N.A., Salt Lake City, Utah and authorizing the execution and delivery thereof.

Whereas, The City Council (the "Governing Body") of Lindon City (the "Lessee") has determined that the leasing of the property described in the Lease/Purchase Agreement (the "Lease/Purchase Agreement") presented at this meeting is for a valid public purpose and is essential to the operations of the Lessee; and

Whereas, the Governing Body has reviewed the form of the Lease/Purchase Agreement and has found the terms and conditions thereof acceptable to the Lessee; and

Whereas, either there are no legal bidding requirements under applicable law to arrange for the leasing of such property under the Lease/Purchase Agreement, or the Governing Body has taken the steps necessary to comply with the same with respect to the Lease/Purchase Agreement.

Be it resolved by the Governing Body of Lindon City as follows:

SECTION 1. The terms of said Lease/Purchase Agreement are in the best interests of the Lessee for the leasing of the property described therein.

SECTION 2. The appropriate officers and officials of the Lessee are hereby authorized and directed to execute and deliver the Lease/Purchase Agreement in substantially the form presented to this meeting and any related documents and certificates necessary to the consummation of the transactions contemplated by the Lease/Purchase Agreement for and on behalf of the Lessee. The officers and officials of the Lessee may make such changes to the Lease/Purchase Agreement and related documents and certificates as such officers and officials deem necessary or desirable, such approval to be conclusively evidenced by the execution and delivery thereof.

SECTION 3. The officers and officials of the Governing Body and the Lessee are hereby authorized and directed to fulfill all obligations under the terms of the Lease/Purchase Agreement.

Adopted and approved this _____ day of October, 2025.

By ____

Print Name_____________________________________

Title ____

Attest:

By ____

Print Name ____

Title____

STATE OF UTAH)
) ss.
COUNTY OF UTAH)

I, ____________________________ hereby certify that I am the duly qualified and acting ___________________________ of Lindon City (the "Lessee").
(Title)

I further certify that the above and foregoing instrument constitutes a true and correct copy of the minutes of a regular meeting of the governing body including a Resolution adopted at said meeting held on October 20, 2025, as said minutes and Resolution are officially of record in my possession, and that a copy of said Resolution was deposited in my office on October __, 2025.

In witness whereof, I have hereunto set my hand on behalf of the Lessee this 28th day of October, 2025.

By ____

Print Name____

Title ____

EXHIBIT D
Opinion of Lessee's Counsel

To: ZIONS BANCORPORATION, N.A.
One South Main Street, 17th Floor
Salt Lake City, Utah 84133

As counsel for Lindon City ("Lessee"), I have examined duly executed originals of the Lease/Purchase Agreement (the "Lease") dated this 28th day of October, 2025, between the Lessee and ZIONS BANCORPORATION, N.A., Salt Lake City, Utah ("Bank"), and the proceedings taken by Lessee to authorize and execute the Lease (the "Proceedings"). Based upon such examination as I have deemed necessary or appropriate, I am of the opinion that:

1. Lessee is a body corporate and politic, legally existing under the laws of the State of Utah (the "State").

2. The Lease and the Proceedings have been duly adopted, authorized, executed, and delivered by Lessee, and do not require the seal of Lessee to be effective, valid, legal, or binding.

3. The governing body of Lessee has complied with all applicable open public meeting and notice laws and requirements with respect to the meeting at which the Proceedings were adopted and the Lessee's execution of the Lease was authorized.

4. The Lease is a legal, valid, and binding obligation of Lessee, enforceable against Lessee in accordance with its terms except as limited by the state and federal laws affecting remedies and by bankruptcy, reorganization, or other laws of general application affecting the enforcement of creditor's rights generally.

5. Either there are no usury laws of the State applicable to the Lease, or the Lease is in accordance with and does not violate all such usury laws as may be applicable.

6. Either there are no procurement or public bidding laws of the State applicable to the acquisition and leasing of the Leased Property (as defined in the Lease) from the Bank under the Lease, or the acquisition and leasing of the Leased Property from the Bank under the Lease comply with all such procurement and public bidding laws as may be applicable.

7. There are no legal or governmental proceedings or litigation pending or, to the best of my knowledge, threatened or contemplated (or any basis therefor) wherein an unfavorable decision, ruling or finding might adversely affect the transactions contemplated in or the validity of the Lease.

8. The adoption, execution and/or delivery of the Lease and the Proceedings, and the compliance by the Lessee with their provisions, will not conflict with or constitute a breach of or default under any court decree or order or any agreement, indenture, lease or other instrument or any existing law or administrative regulation, decree or order to which the Lessee is subject or by which the Lessee is or may be bound.

9. Although we are not opining as to the ownership of the Leased Property or the priority of liens thereon, it is also our opinion that the Security Documents attached as Exhibit E to the Lease are sufficient in substance, form, and description, and indicated place, address, and method of filing and/or recording, to completely and fully perfect the security interest in every portion of the Leased Property granted under the Lease, and no other filings and/or recordings are necessary to fully perfect said security interest in the Leased Property.

____
Attorney for Lessee

EXHIBIT E

SECURITY DOCUMENTS

[Attach Certificates of Title showing ZIONS BANCORPORATION, N.A. as the lien holder]

EXHIBIT F

DELIVERY AND ACCEPTANCE CERTIFICATE

To: ZIONS BANCORPORATION, N.A.
One South Main Street, 17th Floor
Salt Lake City, Utah 84133

Reference is made to the Lease/Purchase Agreement between the undersigned ("Lessee"), and ZIONS BANCORPORATION, N.A. (the "Bank"), dated October 28, 2025 , (the "Lease") and to that part of the Leased Property described therein which comprises personal property (collectively, the "Equipment"). In connection therewith we are pleased to confirm to you the following:

1. All of the Equipment has been delivered to and received by the undersigned; all installation or other work necessary prior to the use thereof has been completed; said Equipment has been examined and/or tested and is in good operating order and condition and is in all respects satisfactory to the undersigned and as represented, and that said Equipment has been accepted by the undersigned and complies with all terms of the Lease. Consequently, you are hereby authorized to pay for the Equipment in accordance with the terms of any purchase orders for the same.

2. In the future, in the event the Equipment fails to perform as expected or represented we will continue to honor the Lease in all respects and continue to make our rental and other payments thereunder in the normal course of business and we will look solely to the vendor, distributor or manufacturer for recourse.

3. We acknowledge that the Bank is neither the vendor nor manufacturer or distributor of the Equipment and has no control, knowledge or familiarity with the condition, capacity, functioning or other characteristics of the Equipment.

4. The vehicle identification number for each item of Equipment which is set forth on Exhibit "B" to the Lease is correct.

This certificate shall not be considered to alter, construe, or amend the terms of the Lease.

Lessee:

LINDON CITY

By: ___________________________________
(Authorized Signature)

Date: __________________________________

9. **Public Hearing: Storm Drainage ordinance update, LCC 13.23; Ord #2025-14-O.** The Council will review and consider updates to Lindon City Code 13.23, Storm Drainage, (storm water) ordinance as required by the State of Utah.

   Sample Motion: I move to (*approve, deny, or continue*) Ordinance 2025-14-O updating the Lindon City Code 13.23 (*as presented, or with changes*).

ORDINANCE 2025-14-O

AN ORDINANCE AMENDING CHAPTER 13.23 OF THE LINDON CITY CODE, SO AS TO BRING THIS SECTION INTO CONFORMANCE WITH RECENT CHANGES IN STATE CODE AS IT RELATES TO STORM WATER CONTROL AND CONSTRUCTION SITE PRACTICES.

WHEREAS, during the 2025 legislative session, the Utah legislature passed Senate Bill 220; and

WHEREAS, this bill modified and amended the authority of municipalities to regulate and control certain construction site practices as they relate to the control of storm water; and

WHEREAS, Title 13, Chapter 23, Part 2 of the Lindon City Code, sets forth the rules and regulations for controlling storm water on construction sites; and

WHEREAS, the Lindon City Council desires to ensure the City Code conforms with these recent changes in state law:

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

PART ONE: AMENDMENT OF CHAPTER 13.23 OF THE LINDON CITY CODE.

Chapter 13.23 of the Lindon City Code, is hereby amended as follows:

Chapter 13.23
STORM DRAINAGE

Sections:

13.23.010 Findings.
13.23.020 Definitions.
13.23.030 Purpose.
13.23.040 Prohibited Obstructions, Exceptions.
13.23.050 Reduction of Storm Flow.
13.23.060 Prohibited Discharges.
13.23.070 Prohibited Storage and Littering.
13.23.080 Requirements for Sumps.
13.23.090 Storm Water Connections, Record Drawings.
13.23.100 Authority to Inspect.
13.23.110 Requirement to Monitor and Analyze.
13.23.120 Notice of Violation.
13.23.130 Damage to Storm Water System or Irrigation Lines.
13.23.140 Manhole Covers.
13.23.150 Drinking Water Protection.

13.23.010 Findings.

The City Council:

1. Has found it necessary and determined that the public interest, convenience, health, welfare and safety requires that all water generated from individual construction, commercial, industrial, and public use developments and subdivisions be confined and disposed of in a flood control storm drain system; and

2. Has adopted as part of the City's general plan a storm drainage master plan prepared by the City Engineer relating to the disposition of surface waters in a storm drainage system; and

3. Has found that each area which is proposed to be subdivided, developed or built upon does in fact generate additional runoff water which needs to be disposed of in a safe manner, avoiding damage and hazards to the inhabitants of the City; and

4. Has found it is necessary that certain improvements be constructed upon or in close proximity to residential, commercial, industrial and public use developments in order to carry the surface runoff water to appropriate storage, disposition areas and other facilities identified in the storm drainage master plan; and

5. Has found that the costs of construction of the improvements must be borne by the developer or builder of the proposed project.

13.23.020 Definitions.

The following words and phrases shall be defined as follows for the purpose of this Chapter:

"Applicant" means a person granted an authorization to Discharge under a permit issued pursuant to this Chapter.

"Applicant for a Construction Site Storm Water Permit" means a person granted authorization to Discharge under a Construction Site Storm Water Permit to conduct a use of land for Development or for the maintenance of any other construction site.

"Application" means an application for any storm water discharge permit authorized under this Chapter.

"Best Management Practices (BMPs)" means a wide range of management procedures, schedules or activities, prohibitions of practices, maintenance procedures, and other management practices which have been demonstrated to effectively control the quality and/or quantity of storm water runoff and which are compatible with the planned land use. BMPs also include treatment requirements, operating procedures, and practices to control site runoff, spillage or leaks, sludge or water disposal, or drainage from raw materials storage. A list of BMPs can be found in the Lindon Storm Water Management Program (LSWMP).

"Construction Site Storm Water Permit" means a permit required for soil disturbances where construction activity causes a soil disturbance on one acre or more, or on less than one acre, if the soil disturbance is part of a common plan of Development, or creation of a construction site, which covers one acre or more.

"Catch Basin" means a drain inlet designed to keep out large or obstructive matter.

"City Manager" means the Lindon City Manager, or designee.

"Debris" means any dirt, rock, sand, vegetation, rubbish or litter.

"Dechlorinated Water" means water with all traces of chlorine removed.

"Detention Basin" means a depression designed to detain storm water runoff so downstream storm water resources are not over-taxed. A detention basin contains an inlet and an outlet, allows, debris to settle out, and regulates water flow.

"Development" means any man-made change to improved or unimproved real estate, including but not limited to site preparation, filling, grading, paving, excavation, and construction, alteration or remodeling of buildings or other structures, and any activities on a construction site, as determined by the Public Works Director, the Community Development Representative, or City Engineer, that create conditions that may generate erosion, sediments, hazardous materials, or pollutants that can impact or affect the storm drain system or the waters collected thereby.

“Director” means the Public Works Director of Lindon City or his duly appointed deputy, agent, or representative.

"Discharge" means the addition of storm waters into waters of the United States.

“Disturb” means to alter the physical condition, natural terrain or vegetation of land by clearing, grubbing, grading, paving, excavation, and construction of buildings or other structures.

“Drain Inlet” means a point of entry into a sump, detention basin, or storm drain system.

“Emergency Condition” means any condition in which time is of the essence in stopping, limiting, repairing, or alleviating any condition that poses a threat to public health, welfare or safety, creates a serious risk to person, property or environment, or which creates a substantial risk of damage to the City’s storm water system.

“Electronic Site Inspection" means geo-located and time-stamped photographs an Applicant takes, evaluates, and submits electronically to the City.

“Hazardous Material” means any material, including any substance, waste, or combination thereof, which, because of its quantity, concentration, or physical, chemical, or infectious characteristics may cause, or significantly contribute to a substantial presence or potential hazard to human health, safety, property, or the environment when improperly treated, stored, transported, disposed of, or otherwise managed. Hazardous material includes, but is not limited to any hazardous substance designated under 40 CFR part 116 pursuant to section 311 of the Clean Water Act.

“Illicit Connection” means illicit connection means either of the following;

a. Any drain or conveyance, whether on the surface or subsurface, which allows an illicit discharge to enter the storm drain system. Examples include, but are not limited to, any conveyances which allow non-storm water discharge such as sewage, process wastewater, or wash water to enter the storm drain system, and any connections to the storm drain system from indoor drains or sinks regardless of whether said drain or connection had been previously allowed, permitted, or approved by a government agency; or

b. Any drain or conveyance connected to or discharging to the storm drain system, which has not been (1) documented in plans, maps, or equivalent records submitted to the City, and (2) approved in writing by the City.

“Illicit Discharge” means any non-storm water discharge to the storm water system. Illicit discharges include both direct connections (e.g. wastewater piping either mistakenly or deliberately connected to the storm water system) and indirect connections (e.g. infiltration into the storm water system or spills collected by drain inlets), except discharges allowed pursuant to a UPDES Permit (other than the UPDES Permit for discharges from the municipal separate storm sewer) and discharges resulting from firefighting activities.

“Immediate Threat" means pollutants are entering a river, a stream, or a lake.

“Imminent Threat" means pollutants are anticipated to be discharged into a river, a stream, or a lake within 48 hours.

“Land Development” means any development of a parcel, lot, subdivision plat or site plan. If there is more than one lot in the subdivision plat or site plan, all lots in the subdivision plat or site plan shall jointly be considered to be part of the land development.

“Non-Storm Water Runoff” means any runoff other than storm water.

“NPDES” mean “National Pollutant Discharge Elimination System. As authorized by the Clean Water Act, the National Pollutant Discharge Elimination System (NPDES) permit program controls water pollution by regulating point sources that discharge pollutants into waters of the United States.

“Person” means any individual, corporation, partnership, association, company or body politic, including any agency of the State of Utah and the United States government.

“Pollutant” means dredged soil, solid waste, incinerator residue, filter backwash, sewage, garbage, sewage sludge, munitions, chemical wastes, biological materials, radioactive materials, heat, wrecked or discarded equipment, rock, sand, cellar dirt, industrial, municipal and agricultural waste, paints, varnishes, and solvents; oil and other automotive fluids; non-hazardous liquid and solid wastes and yard wastes; refuse, rubbish, garbage, litter, or other discarded or abandoned objects, articles, and accumulations, that may cause or contribute to pollution; floatables; pesticides, herbicides, and fertilizers; hazardous substances and wastes; sewage, sanitary sewer overflows, fecal coliform and pathogens; dissolved and particulate metals; animal wastes; wastes and residues that result from constructing a building or structure (including but not limited to sediments, slurries, and concrete resinates); and noxious or offensive matter of any kind.

“Pretreatment” means a structure or process that entirely or partially removes pollutants from storm water.

“Redevelopment” means alterations of a property that change the footprint of a site or building.

“Runoff” means that part of precipitation, snow melt, or irrigation water that runs off the land. It can carry pollutants from the air and land into the receiving waters.

“Storm Drain” means a closed conduit for conducting collected storm water.

“Storm Water System” means the system of conveyances (including sidewalks, roads with drainage systems, municipal streets, catch basins, detention basins, curbs, gutters, ditches, man-made channels, sumps, storm drains, and ground water owned and operated by the City, which is designed and used for collecting or conveying storm water. The storm water system is also referred to as a “municipal separate storm sewer system” or “MS4.”

“Storm Water” means any flow that occurs during or following any form of natural precipitation. Storm water includes only the portion of such flow that is composed of precipitation.
“Sump” means a formalized underground structure, generally surrounded by drain rock, that releases water into the surrounding sub-soil.

“Storm Water Pollution Prevention Plan” (SWPPP) means a plan to prevent the discharge of Pollutants into the storm water system as required by Title 19, Chapter 5 of the Utah Code and as described in 40 C.F.R. Section 122.26

“UPDES” means Utah Pollutant Discharge Elimination System. A state permit program designed to regulate and control discharges into surface waters of the State. A UPDES permit is typically required prior to discharging any wastewater to surface water, including storm drainage discharges, well drilling activities, industrial processing, etc.

13.23.030 Purpose.

The purposes of this Chapter are as follows:
1. To minimize the introduction of pollutants into the Storm Water System.

2. To comply with State and Federal laws and regulations.

3. To provide a means to monitor and control discharges into the Storm Water System.

13.23.040 Prohibited Obstructions, Exceptions.

1. *Prohibited Obstructions.* It is unlawful for any person to:
   a. Obstruct the flow of water in the storm water system.

   b. Contribute to the obstruction of the flow of water in the storm water system.

   c. Cover or obstruct any storm drain inlet.

2. *Exception.* The following obstructions are exempt from the prohibitions of this section:
   a. Street or improvement projects authorized by the City.

   b. Flood control and prevention activities performed by the City.

   c. Obstructions approved by the City as part of a site's construction or post construction storm water pollution prevention plan.

   d. Obstructions occurring during clean-up periods established by the City, provided that the materials are placed according to City directions and do not obstruct storm drain inlets.

13.23.050 Reduction of Storm Flow.

A developer must provide for a controlled rate of release of storm water exiting the project not to exceed 0.20 cubic feet of water per second per acre. The amount of storm water exiting the project cannot exceed the amount calculated above, but may be further restricted by the capacity of existing storm drains or drainage facilities as determined by the City Engineer. Restrictions to the controlled the rate of release will require that detention storage be provided.

13.23.060 Prohibited Discharges.

1. *Illicit Discharges.* It is unlawful for any person to cause or allow an illicit discharge or to allow pollutants to enter the storm water system.

2. *Exceptions.* The following discharges to the storm water system shall not be considered to be illicit discharges and shall be exempt from the prohibitions of this section:
   a. Discharges regulated under a valid National Pollutant Discharge Elimination System (NPDES) storm discharge permit, provided that the discharges comply with the terms of the permit.

   b. Discharges from water line flushing performed by the City.

c. Discharges from sprinkled landscaped irrigation or sprinkled lawn watering.

d. Discharges from non-commercial car washing.

e. Discharges from natural riparian habitat or wetland flows.

f. Discharges from natural groundwater flows directly to a piped storm water system.

g. Discharges from air conditioning condensation.

h. Discharges from fire fighting or emergency management activities.

i. Discharges of de-chlorinated water from swimming pools.

j. Discharges from foundation drains, footing drains, or crawl space or basement pumps if the discharges
have been approved in writing by the City.

k. Discharges resulting from actions by a public utility, the City, or any other governmental entity to remove or alleviate an emergency condition, including the restoration of utility service or the reopening of a public thoroughfare to traffic.

l. Discharges resulting from actions by any other person when the City determines, and documents in writing, that the actions are necessary to remove or alleviate an emergency condition.
m. Discharges from bona fide agricultural and farming operations, provided that the agricultural and farming operations constitute the principal use of the parcel, provided that such use of the parcel does not conflict with the City's zoning ordinance, and that the discharges are deemed by the City to have a negligible or minimal impact on the Storm Water System as to both amount of discharge and level of pollutants in the discharges.

13.23.070 Prohibited Storage and Littering.

It is unlawful for any person to maintain, store, keep, deposit or leave any pollutant or hazardous material, or any item containing a pollutant or hazardous material, in a manner that, in the opinion of Lindon City, is likely to result in the discharge of the pollutant or hazardous material to the storm water system.

13.23.080 Requirements for Sumps.

It is unlawful for any person to construct a sump in the City unless (1) the sump has been approved by the City, (2) the sump is designed to separate sediments, oils and grease, and floatables, from the storm water, and (3) the sump complies with applicable Lindon City Construction Standards and Specifications

13.23.090 Storm Water Connections, Record Drawings.

Any person connecting to the storm water system shall provide the Lindon City Public Works Department with record drawings showing the details and the location of the connection. The plans shall be in a format that is acceptable to Lindon City. In addition, the City may request proof that an applicant has secured, or is in the process of securing, any discharge permits that the intended development or land use may be required to obtain from state, or federal entities. The City, in its discretion, may condition connection to the storm water system upon the issuance of such permits, or upon applicant meeting certain steps, which the City may identify in writing, in securing such a permit. Nothing herein shall be construed as authorizing the City to impose any conditions or requirements in addition to state or federal requirements for such a permit, nor shall anything herein be construed as requiring the City to monitor, implement, or assume responsibility for enforcement of any discharge permit issued by state or federal entities.

13.23.100 Authority to Inspect.

1. Whenever necessary to make an inspection to enforce any provision of this Chapter, or whenever Lindon City has cause to believe that there exists, or potentially exists, a condition which constitutes a violation of this Chapter, the City may enter the premises at all reasonable times to inspect the same and to inspect and copy records related to storm water compliance. In the event the owner or occupant refuses entry after a request to enter and inspect has been made, the City is hereby empowered to seek assistance from any court of competent jurisdiction in obtaining such entry. The city shall not be required to seek assistance from any court to enter private property and inspect, if such actions are necessary to alleviate, abate, or resolve an emergency condition.

2. Inspections related to Construction Site Storm Water Permits shall be conducted pursuant to Section 13.23.180 of this Chapter.

13.23.110 Requirement to Monitor and Analyze.

1. *Inspection During Construction or Development Activities.* If Lindon City testing or inspections indicate that a site is discharging storm water at a rate greater than the maximum allowed rate, is causing or contributing to storm water pollution, illegal discharges, or non-storm water discharges to the storm

water system or waters of the United States, and if the violations continue after notice from the City, the City may require any person engaged in the illicit activity and/or the owner or operator of the site to provide, at his own expense, monitoring and analyses required by the City to determine compliance with this Chapter.

2. *Post Construction Maintenance and Inspection.* All development in which private storm water system improvements are made, except for the construction of a single family home with its associated on-site improvements, which disturbs less than one acre land and is not part of a larger common plan of development or sale that disturbs one acre or more of land, must enter into a storm water maintenance plan as required by this Chapter, shall inspect the improvements at least once on an annual basis, and shall provide the City with a written report of the findings of such inspection, including any damages, defects, or deficiencies related to the improvement. In addition to the rights to inspect as provided in this Chapter, the City shall inspect the improvements at least once every five years, but may inspect the improvements more frequently as it determines in its sole discretion.

13.23.120 Notice of Violation.

1. Whenever the City finds that a person has violated a prohibition or failed to comply with any requirement of this Chapter, the City will order compliance by written notice of violation to the responsible person. Such notice shall state with specificity what conditions constitute the violation, what steps must be taken to remedy the violation, and provide a reasonable time, not less than at least one day, to correct the violation. Such notice may require, without limitation, the following steps to correct a violation;

a. The performance of monitoring, analyses, and reporting;

b. The elimination of illicit connections or discharges;

c. The violating discharges, practices, or operations shall cease and desist.

d. The abatement or remediation of storm water pollution or contamination hazards and the restoration of any affected property.

e. Payment to cover administrative, remediation, monitoring, analyses, and reporting costs; and

f. The implementation of detention, source control, or treatment BMPs.

g. As pertaining to Construction Site Storm Water Permits, the City may not issue an order to stop construction unless one of the following conditions apply:

i. The City has clear evidence to support a determination that there is an Immediate Threat to water quality; or

ii. a person or entity is conducting land development or is operating or maintaining a construction site without first having secured a Construction Site Storm Water Permit.

2. The City is not required to provide the notice requirements set forth in this Section and immediately proceed with criminal and/or civil action against the violator if:

a. the violator has committed the same violation in the past;

b. the violation, in the opinion of the City, creates a serious risk to life, health or safety of a person, creates an Immediate Threat to water quality or the environment, or creates a threat of imminent serious harm or destruction of property; or

c. the City deems the violation to constitute an emergency.

13.23.130 Damage to Storm Water System or Irrigation Lines.

Any person who damages any portion of the storm water system, a city-owned irrigation line, or a city-maintained irrigation line shall be responsible for repairing the damages. The damages shall be repaired by a licensed contractor bonded to do work in the City and shall be repaired in accordance with the City's Construction Standards and Specifications. It is unlawful to remove or alter any portion of the storm water system without permission from the Director.

13.23.140 Manhole Covers.

It shall be unlawful to open any storm water manhole or other storm water fixture (such as grates, lids or inlets) without permission from the Director.

13.23.150 Drinking Water Protection.

All storm water and non-storm water discharges shall comply with the City's drinking water source protection ordinance.

13.23.160 Piping of Existing Drainage and Irrigation Facilities.

Any open irrigation or drainage ditches which are located within or along the borders of any proposed development must be piped or otherwise covered, or remain open, as a condition of development approval, at the discretion of the Planning Commission. The developer shall be responsible for the design and construction of the required improvements. If the ditch has been identified in the storm drainage master plan as needing increased capacity, the City Council may elect to have the City participate in the costs of the increased capacity required when piping such a ditch.

13.23.170 Storm Water Pollution Prevention Plan.

A Storm Water Pollution Prevention Plan as outlined in the Lindon Storm Water Management Program and which complies with all requirements contained therein, shall be submitted with all site plan or improvement plan applications.

13.23.180 Inspection and Entry Related to Construction Site Storm Water Permits.

~~The applicant for development, including any site plan or improvement plan shall allow any authorized employees and representatives of the City, representatives of the State of Utah Division of Water Quality, and representatives of the EPA, to enter the site at any time and to inspect the erosion and sediment control measures maintained by the applicant. The applicant shall also allow inspection of any records pertaining to the erosion and sediment control measures maintained by the applicant.~~

1. Inspections related to Construction Site Storm Water Permits shall be performed via an Electronic Site Inspection unless any of the following conditions apply:

    a. The City is conducting a pre-construction site inspect with an Applicant in the preparation of a Storm Water Pollution Prevention Plan.

        i. The City may conduct this type of pre-construction inspection on site or through an Electronic Site Inspection.

    b. The City has documented reason to justify an on-site inspection. Reasons justifying an on-site inspection may include;

        i. Alteration of electronic photographs or other evidence that an Applicant is attempting to mislead the City or hide illicit discharge conditions on the site;

        ii. Failure of an Applicant for a Construction Site Storm Water Permit to submit an electronic site inspection in an appropriate time or manner;

        iii. The Construction site is within one-half mile of a river, a stream, or a lake;

    c. The City is inspecting a state transportation project; or

    d. The City is inspecting a military project.

    e. An Applicant opts out of Electronic Site Inspect and elects an on-site inspection.

13.23.190 Alleviation of Dangerous Conditions and Stop Work Order.

The City, ~~in its sole discretion~~ in accordance with, and pursuant to the provisions of Title 19, Chapter 5 of the Utah Code, may take any steps the ~~City deems~~ necessary to alleviate any situations which involve a risk of ~~injury to person, o~~ damage to storm drain facilities, damage to other property or the environment, or any other exceptional circumstances. ~~, and may bill the owner, developer, or contractor responsible for creating the circumstances for the cost of alleviating said circumstances. A stop work order may be issued upon discovery of work in violation of or not in compliance with the Storm Water Pollution Prevention Plan.~~ The City may issue an order to stop construction if the City has clear evidence to support a determination that there is an Immediate Threat to water quality.

13.23.200 Long Term Storm Water Pollution Prevention and Maintenance Plan.

1. A Long-term Storm Water Pollution Prevention and Maintenance Plan as outlined in the Lindon Storm Water Management Program and which complies with all requirements contained therein and with the UPDES Storm Water General Permit for Construction activities, is to be submitted with the site plans or improvement plans.

13.23.220 Requirements for Proposed Developments.

All proposed development shall, in addition to the other requirements of this title, comply with the UPDES Storm Water General Permit for Construction Activities, which include, but are not limited to following:

1. All development that includes the construction of private storm water improvements, except for the construction of a single-family home with its associated on-site improvements which disturbs less than one acre land and are not part of a larger common plan of development or sale that disturbs one acre or more of land, must enter into a Storm Water Maintenance Agreement with Lindon City. The Storm Water Maintenance Agreement may be entered into on behalf of the City by the Public Works Director, but the agreement must be in a form that has been approved by the City council. The agreement, among other requirements must include a provision requiring the property owner to perform inspections of the improvements and provide a written report to the City at least once annually, and that Lindon City shall inspect the improvements at least once every five years.

2. Each proposed development shall incorporate best management practices (BMPs) into development design to limit the flow rate of runoff and protect water quality, reduce discharge of pollutants, and control waste as such, but not limited to, discarded building materials, concrete truck washout, chemicals, litter, and sanitary waste, and other discharges prohibited by this chapter that may cause adverse impacts to water quality.

   a. Storm Water Best Management Practices (BMPs) must be considered throughout the development process. Lindon City requires some BMPs on all development and may generally encourage and recommend others on any particular development, as listed in Part 6 of the Lindon City Storm Water Management Plan.

b. Upon the recommendation of the City Engineer, Lindon City may also require the use of BMPs other than those listed in Part 6 of the Lindon Storm Water Management Plan, which may be necessary for a particular development, based upon engineering judgment and the particular conditions of a given project.

3. A Storm Water Pollution Prevention Plan, as required in this chapter, shall at a minimum meet the requirements for a Storm Water Pollution Prevention Plan as set forth in the UPDES Storm Water General Permit for Construction actives, and shall be submitted with the development plans for approval. This requirement applies to all development, other than construction of single family homes and associated on-site improvements, which disturbs less than one acre of land, and which is not part of a larger common plan of development or sale that disturbs one acre or more of land.

4. Financial guarantee of Site Storm Water Pollution Prevention Plan.

a. Financial guarantees that improvements contained in the Storm Water Pollution Prevention Plan will be installed and maintained must be posted with Lindon City prior to beginning construction. In the case of a subdivision of land, this will be included in the bond that is required for the cost of the subdivision improvements.

b. The City, at its discretion, may elect to require non-monetary methods of enforcement already in place in Lindon City (business licenses, utility services, building and occupancy permits) rather than a financial guarantee to ensure compliance with the improvements contained in the approved Storm Water Pollution Prevention Plan.

c. At the time of development, the developer shall provide an estimate of the cost of the required improvements. The City will review the estimate and establish the dollar amount of the financial guarantee.

5. A Long-Term Storm Water Pollution Prevention Plan, as required by this chapter, must be prepared and submitted with the development plans for approval, including a signed Storm Water Maintenance Agreement as required by this Chapter. This requirement applies to all development in which private improvements are constructed, except for the construction of a single-family home with its associated on-site improvements which disturbs less than one acre land and is not part of a larger common plan of development or sale that disturbs one acre or more of land.

6. Utah Pollutant Discharge Elimination System (UPDES).

a. Development having a disturbed area of one acre or more, or which are part of a larger common plan of development or sale that disturbs one acre or more of land, require a UPDES Storm Water General Permit for construction activities from the Division of Water Quality of the Department of Environmental Quality of the State of Utah.

b. Obtaining the permit requires preparation and submission Storm Water Pollution Prevention Plan, and a Notice of Intent to the State. The developer must submit a copy of the Notice of Intent to the City before the site plan will be considered finalized.

c. When an overall development of over one acre in size is phased, the permit is required for each phase,
even if each phase is less than one acre in size. Development of fewer than one acre in size, and which is not part of a larger common plan of development or sale that disturbs one acre or more of land, are covered under Lindon City's UPDES General Permit.

7. Land Disturbance Permit.

a. Any person commencing or performing any land disturbance, grading, relocation of earth, or any other land disturbance activity in Lindon City shall be required to first obtain a land disturbance permit if the proposed activity disturbs land areas in the following amounts:

i. R1-12 zone: Less than one acre but more than 12, 000 square feet.

ii. All zones other than R1-12: Less than one acre but more than 20,000 square feet.

iii. *All zones.* Any land disturbance that is observed by Lindon City which creates significant potential storm water pollution.

A. In the event a Land Disturbance Permit is required based solely on the observation of a potential storm water pollution, Lindon City shall provide written notice to the land owner and/or tenant of the need for the permit, and shall allow a reasonable time to secure such permit.

B. The City shall be authorized to require the immediate cessation of any potential pollution activity during the pendency of the Land Disturbance Permit.

b. An application for a Land Disturbance Permit shall be submitted in accordance with the Land Development Policies Standard Specifications and Drawings.

c. A land disturbance permit shall not be issued if:

i. The City determines that the work proposed by the applicant is hazardous, or is likely to endanger any private property, result in the deposit of debris on any public way, or interfere with any existing drainage course.

ii. The proposed land disturbance activity would not comply with the requirements of an approved site plan, subdivision plat, or any provisions of law, including the provisions of the Chapter.

d. In granting any land disturbance permit pursuant to the provisions of this Chapter, the City may attach such conditions as may be reasonably necessary to protect public health and safety and to mitigate potential harm to person, property or environment.

e. Exemptions: The following activities do not require a Land Disturbance Permit. Although these activities do not require a land disturbance permit, they are still subject to, and shall be performed in accordance with the City Standards and Specifications and all other applicable ordinances, rules, regulations of the City, State and Federal governments.

i. Any emergency activity that is immediately necessary for the protection of life, property, or natural resources.

ii. Actions by any other person when the City determines, and documents in writing, that the actions are necessary to remove or alleviate an emergency condition.

iii. Existing nursery and agricultural operations conducted as a permitted main or accessory use.

iv. Bona fide agricultural and farming operations, provided that the agricultural and farming operations constitute the principal use of the parcel and provided that such use of the parcel does not conflict with the City's zoning ordinance: and

v. Mowing, brush clearing, tree cutting or similar activities which do not grade, dig, excavate or otherwise remove or kill the surface growth and root system of the ground cover.

~~vi. Any development or use that has received an approved Storm Water Pollution Prevention Plan or a UPDES Permit.~~

13.23.230 Requirements for Construction Activities (Excluding Construction of a Single Family Residence).

1~~a~~. Prior to beginning work, developers and contractors must provide appropriate instruction to on-site construction supervisors and operators, regarding the requirements of the Construction Site Storm Water Management Plan. A copy of the plan must be present at the construction site.

2~~b~~. The improvements shown in the approved Construction Site Storm Water Management Plan must be construction as indicated in the plan. The appropriate activities outlined in the Construction Site Storm Water Management Plan must be constructed as Management Plan must be performed prior to any other construction activities on the site. Lindon City encourages modifications to the plan when needed to improve storm water management in light of site condition, but any variation from the approved plan that reduces or eliminates any element of the plan must first be approved by the Lindon City Public Works Representative or City Engineer.

3~~c~~. After initial implementation of the improvements outlined in the approved Construction Site Storm Water Management Plan, precipitation activity will provide opportunity to observe the effectiveness of the storm water management improvements. Those responsible for construction activities must monitor the in-place storm water management improvements to assess their effectiveness; they must then make adjustments to the improvements as needed to accomplish effective storm water management. The City shall be entitled to monitor the effectiveness of the Construction Site Storm Water Management Plan and to require modifications to the plan as is necessary to achieve the purposes of this Chapter. Any inspection of Construction Site Storm Water Permit location will be conducted pursuant to Section 13.23.180 of this Chapter.

4~~d~~. Verification that improvements were constructed as approved.

5~~1~~. Following implementation of the improvements contained in the Construction Site Storm Water Management Plan, the preparer of the plan shall provide Lindon City with a statement as to the condition of the improvement contained in the plan. The statement shall be made on a copy of the Construction Site Storm Water Management Plan document, and shall be signed.

6~~2~~. If the improvements were constructed as approved, the statement shall include language verifying such. If the improvements were not constructed as approved, it shall state the differences, the reason for the differences, the reason for the differences, and provide an opinion as to the adequacy of the constructed improvements. This statement must be provided to Lindon City prior to final acceptance of improvements (in the case of public improvements) or issuance of an occupancy permit (in the case of private site improvements).

13.23.240 Requirements for Construction of One Single Family Residence.

All projects for the construction of one single family house that disturb soils covering an area less than one acre shall, in addition to the other requirements of this Title, comply with the following requirements:
1~~a~~. ~~A public Works Representative or City Engineer may waive the requirement that a Construction Site Storm Water Management Plan be submitted on individual residential lots~~. Secure a Lindon Land Disturbance Permit.

2~~b~~. Provide a site map showing all applicable SWPPP BMP's that will be implemented on the site. ~~The BMP fact sheet for Sediment Control on Small Construction Sites (SCSCS) is to be included as part of the building permit application. This BMP applies to construction and landscaping activities associated with individual residential structures, and shall be followed.~~

3~~c~~. Owner and/or contractor shall make adjustments to their construction practices as needed to prevent storm water pollution.

a~~1~~. Where storm water pollution prevention measures are inadequate, or are not being properly followed, the City shall provide notices pursuant to 13.23.120 of this Chapter and may require the Owner and/or contractor to remedy the violations. Failure to remedy such violations may result in penalties or orders as allowed under this Chapter. ~~may be deemed a violation of this chapter. In addition to any other penalty for violating this chapter, the Public Works Representative, Community Development Representative, or City Engineer may refuse to perform inspections and/or shut down work on the project.~~

b~~2~~. Sediment that is left in the street or on adjacent lots shall be presumptive evidence of inadequate sediment control. It is the burden of the owner and/or contractor to rebut this presumption

13.23.250 Requirements for Existing Developments.

1~~a~~. The owners of existing developments are responsible to maintain improvements and observe practices that were part of an approved Post Construction Storm Water Management Plan. Failure to adhere to the plan shall be considered a violation of this chapter. In addition to the penalties established in this chapter, the City may refuse to renew business licenses or other permits while such violations continue.

2~~b~~. While Lindon City encourages adjustments to the approved post construction storm water management plan that enhance effective storm water management, any significant reduction of practices contained in the plan may only be made through formal modification of the plan, which requires re-submission of the Post Construction Storm Water Management Plan to the City's Development Review Committee for approval.

13.23.260 Violations and Enforcement.

1~~a~~. The violation of any of the provisions of this Chapter shall be a Class B misdemeanor. Each day that a violation occurs shall constitute a separate offense.

2~~b~~. Both the owners(s) of the property on which a violation occurs and the contractor(s) who's work results in a violation of this Chapter may be prosecuted separately and may individually face the additional penalties listed herein.

3~~c~~. Violators of this Chapter are also subject to any penalties that may be imposed by the State of Utah, under the authority of the Utah Water Quality Act, Title 19, Chapter 5 of the Utah Code.

4~~d~~. Lindon City may impose an administrative fine for each occurrence as follows:

a. $500 per occurrence for working without an approved storm water permit;
b. $300 per occurrence for tracking mud on road;
c. $250 per occurrence for failure to clean up or report spills;
d. $100 per occurrence for failure to conduct storm water inspections;
e. $500 per site, per occurrence, for failure to use general best management practices.

5.~~e~~ When imposing an administrative fine the City must comply with the following procedures:

a. for each fine imposed the City shall be clearly document the specific violations and provide such proof in writing to the Applicant;
b. a separate and additional fine may be imposed for each business day the specific violation continues, beginning on the day after the day the administrative fine was first imposed;
c. no administrative fine may be issued for any violation if 30 days have passed since the Applicant corrected the violation; and
d. proceeds from such fines must be deposited into a restricted account for education and outreach programs and may not be used by the City for any other purpose.

6. In addition to any criminal fines and/or penalties which may be assessed for a violation of this Chapter, the City shall have the right to issue a stop work order if the violation creates or poses an Immediate Threat to water quality. The City shall have the right to install and/or maintain appropriate erosion and sediment control measure on any site which is required to have such measures in the event that construction activity is commenced or continued without such measures having been installed as required by this Chapter and there is an Imminent threat of significant harm to water quality or to the storm water system. The City shall have the right to have such measures installed or maintained by city personnel or to hire a private contractor to perform such work and the contractor and/or the property shall be liable for any and all expenses related to performing such work. In calculating the costs incurred by the City in performing such work, a 15% overhead charge shall be included. ~~plus a 25% penalty charge.~~ The

City at its discretion may assess said charges against any bond posted by the contractor and/or property owner and may place a lien upon the real estate for the charges.

7. Violators of this chapter may also be subject to prosecution, fines and penalties from the State of Utah and the United States EPA.

13.23.270 Compliance with Federal and State Law.

Nothing contained in this Chapter is intended to relieve any person or entity from any obligation to comply with applicable federal and state laws and regulations pertaining to clean water and/or storm water runoff.

13.23.280 Lindon Storm Water Management Program.

The Lindon Storm Water Management Program, as amended from time to time, is hereby incorporated by reference.

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.

ATTEST:

______________________________,
CAROLYN O. LUNDBERG
Lindon City Mayor

______________________________,
Britni Laidler
City Recorder

10. **Presentation & Discussion: Station Area Plans.** Community Development Director, Mike Florence, will present a general overview of state requirements for Station Area Plans as is currently required around BRT and Light Rail transit stops.

Sample Motion: There is no motion on this item.

Station Area Plan

During the 2022 Utah Legislative Session, the legislature passed HB 462, which required the following:

- Cities with a fixed guideway station to update the moderate-income housing section of their general plan and adopt a station area plan goal.
- Outlined planning requirements of a station area plan.

What Public Transit Applies to Station Area Plans?

A fixed guideway means a public transit facility that uses and occupies rail (Front Runner or Trax) or a separate right-of-way for the use of public transit (Bus Rapid Transit).

Station Area Defined

- For Frontrunner and Trax – a station area plan for the area within one-half-mile radius of the station platform.
- For Bus Rapid Transit – a station area plan for the area within one-quarter-mile radius of the station platform.

Station Area Plan Requirements

- Adopt any appropriate land use regulations to implement the station area plan.
- Gather a stakeholder group of UTA, MAG, UDOT, property owners, residents, and business owners.
- 5-year implementation plan and yearly reporting

Station Area Plan Objectives

Increasing the availability and affordability of housing, including moderate-income housing

- Density necessary to facilitate the development of moderate-income housing.
- Providing for affordable costs of living in connection with housing, transportation, and parking.

Promoting sustainable environmental conditions

- Conserving water resources through efficient land use.
- Improving air quality by reducing fuel consumption and motor vehicle trips.
- Establishing parks, open spaces, and recreational opportunities.

Enhancing access to opportunities

- Maintaining and improving the connections between housing, transit, employment, education, recreation, and commerce.
- Encouraging mixed-use development.
- Enabling employment and educational opportunities within the station area.

Increasing transportation choices and connections

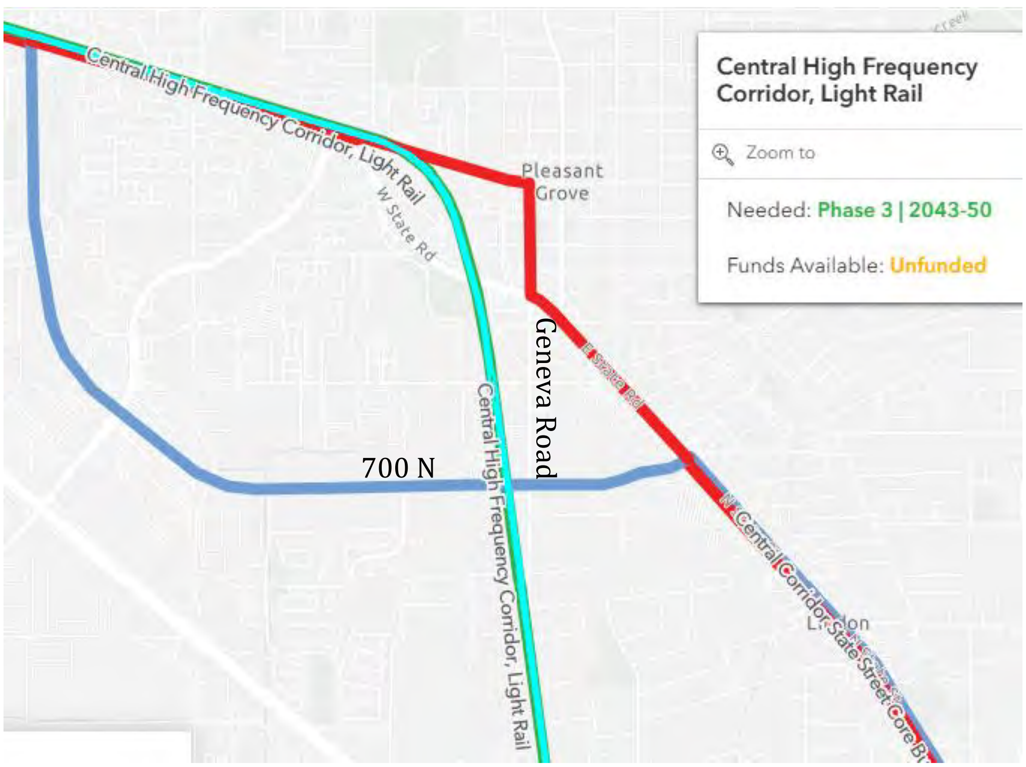
- Supporting investment in infrastructure for all modes of transportation.
- Increasing utilization of public transit.
- Encouraging safe streets through the designation of pedestrian walkways and bicycle lanes.

How would a Station Area Plan affect Lindon?

Light Rail

If the City purchases the property at 700 N. Geneva and is later granted a light rail station on the property, the City would be required to adopt a station area plan for the area within one-half mile of the station platform.

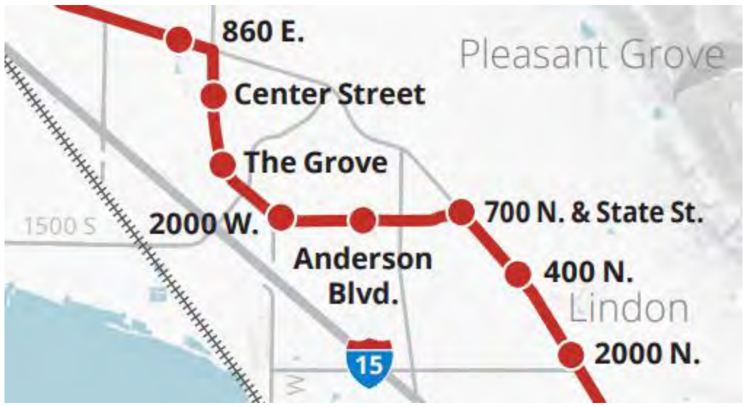
Potential Light Rail route as found in the MAG Regional Transportation Plan



Bus Rapid Transit

If Bus Rapid Transit is chosen as an option, the city would need to adopt station area plans for several station areas along 700 N. and State Street. The city would also need to coordinate with Pleasant Grove and Orem on station area plans at the entrances of the city or where the station area radius takes in part of those communities.

Potential route and stops outlined in the UTA Central Corridor Transit Study.



Station Area Plan Certification

After a station area plan is adopted by the municipality, it is sent to MAG for certification in consultation with UTA.

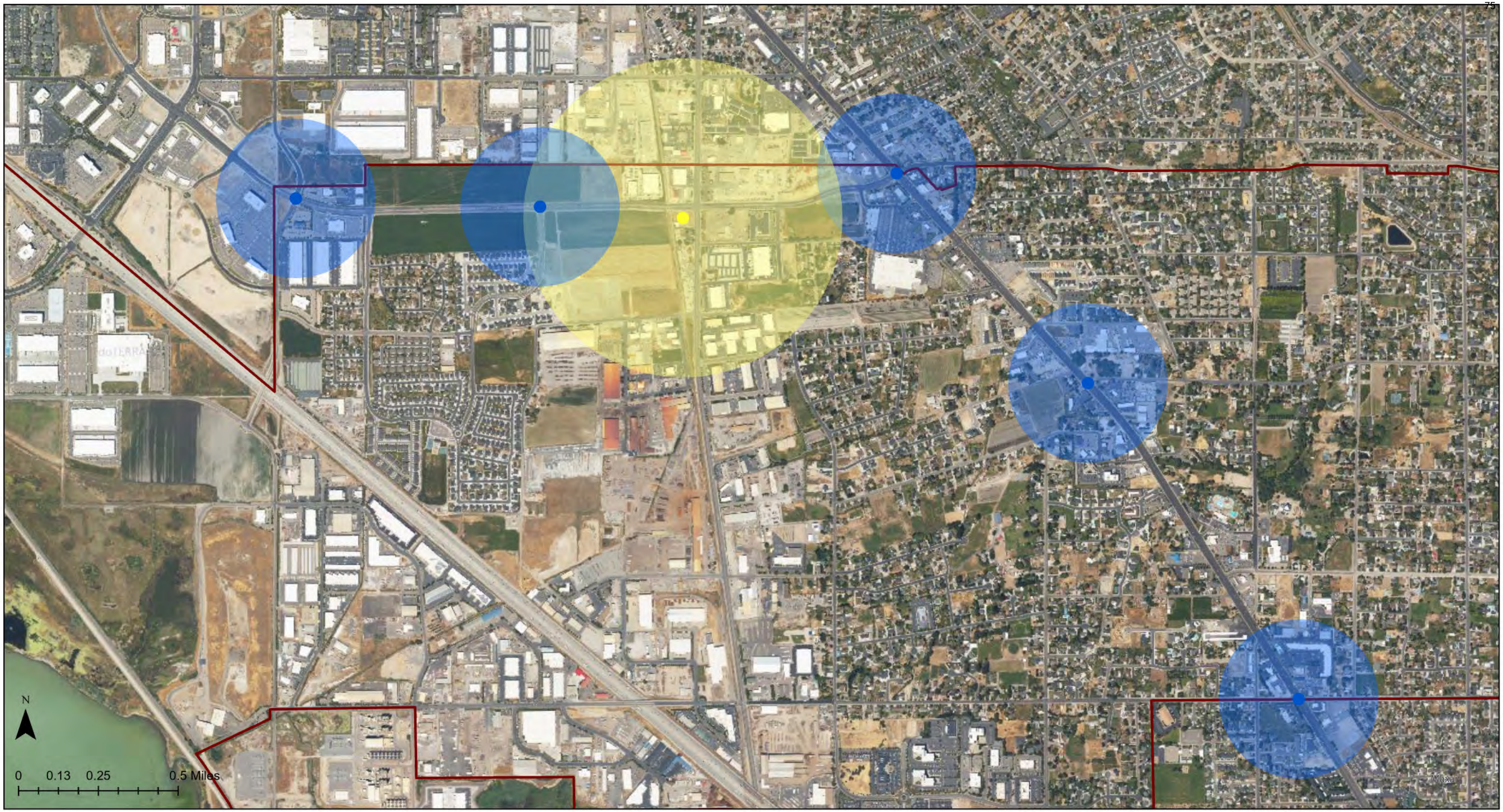
Resources

MAG – https://magutah.gov/sap/ (see map for communities required to have small area plans)

Small Area Plan Examples –

Provo Frontrunner - https://www.rideuta.com/-/media/Files/Doing-Business/TOD/2020/TOD_StationAreaPlans_Provo.ashx

Provo BRT - https://www.provo.gov/DocumentCenter/View/5283/University-Avenue-Station-Areas-Plan-DRAFT-PDF?bidId=



Lindon City
Proposed BRT or Light Rail Stations

October 2025

- BRT Small Area Plan: Lindon & Pleasant Grove
- 700 N 2000 W (Quarter Mile Radius)
- BRT Small Area Plan: Lindon
- 700 N Anderson Blvd (Quarter Mile Radius)
- Light Rail Area Plan: Lindon
- 645 N Geneva Rd (Half Mile Radius)
- BRT Small Area Plan: Lindon & Pleasant Grove
- 700 N / State St (Quarter Mile Radius)
- BRT Small Area Plan: Lindon
- 400 N / State St (Quarter Mile Radius)
- BRT Small Area Plan: Lindon & Orem
- 2000 N / State St (Quarter Mile Radius)
- City Boundary

11. Public Hearing: FY2025-26 Budget & Fee Schedule Amendment; Resolution #2025-24-R. The Council will review and consider recommended updates to the FY2025-26 budget and fee schedule.

*NOTE: the city advertised the public notice for a fee schedule amendment and RDA budget amendment but ended up not needing to amend the fee schedule or RDA budget at this time. Therefore, the amendments included in the staff report are only for Lindon City FY2025-26 budget items.

Sample Motion: I move to (*approve, deny, or continue*) Resolution #2025-24-R amending the FY2025-26 Lindon City Budget (*as presented, or with changes*).

RESOLUTION NO. 2025-24-R

A RESOLUTION OF THE CITY COUNCIL OF LINDON CITY, UTAH COUNTY, UTAH, AMENDING VARIOUS SECTIONS OF THE LINDON CITY BUDGET FOR FISCAL YEAR FY2025-26 AND SETTING AN EFFECTIVE DATE.

WHEREAS, The Municipal Council of Lindon City finds it prudent and in accordance with sound fiscal policy to amend the Lindon City Budget for Fiscal Year 2025-26 (FY2026); and

WHEREAS, the on-going budget reports indicate items which need to be adjusted to actual costs associated with current projects and revenue/expenditure line items updated based on new information and data obtained since the budget was adopted in June of 2025; and

WHEREAS, public notice of the budget amendment has been advertised and public hearing held on October 20, 2025 regarding the proposed amendments; and

WHEREAS, the Municipal Council desires to amend the FY2025-26 Lindon City Budget to reflect these needed amendments.

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

Section I. The FY2025-26 Lindon City Budget is hereby amended as shown on the attached memorandums for specific line items as listed.

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

PASSED AND ADOPTED by the Lindon City Council on this the 20th day of October, 2025.

By ______________________________
Carolyn O. Lundberg, Mayor

Attest:

By ______________________________
Britni Laidler, City Recorder

BUDGET AMENDMENT
FISCAL YEAR 2025-2026
October 20, 2025

Acct #	Note	Description	REVENUES Previous Budget	REVENUES Amended Budget	REVENUES Variance	EXPENDITURES Previous Budget	EXPENDITURES Amended Budget	EXPENDITURES Variance
		GENERAL FUND						
10-33-630	1	Emergency Mgmt Program Grant	7,000	-	(7,000)			
10-38-511	8	PW Admin Dept cost share-Water	433,680	442,680	9,000			
10-38-521	8	PW Admin Dept cost share-Sewer	433,680	442,680	9,000			
10-38-541	8	PW Admin Dept cost share-Storm	433,680	442,680	9,000			
10-38-900	21	Use of Fund Balance	405,765	555,725	149,960			
10-41-180	2	Benefits - Retirement				-	460	460
10-44-110	3	Salaries & Wages				884,560	899,405	14,845
10-44-135	3	Benefits - FICA				67,670	68,805	1,135
10-44-140	3	Benefits - LTD				3,010	3,210	200
10-44-145	3	Benefits - Life				920	975	55
10-44-150	3	Benefits - Insurance Allowance				162,610	183,010	20,400
10-44-180	3	Benefits - Retirement				141,500	150,410	8,910
10-44-185	3	Benefits - Workers Comp.				1,480	1,490	10
10-44-310	4	Professional & Tech Services				80,000	95,000	15,000
10-54-110	5	Salaries & Wages				1,723,770	1,722,130	(1,640)
10-54-135	5	Benefits - FICA				146,910	146,785	(125)
10-54-150	5	Benefits - Insurance Allowance				382,410	364,280	(18,130)
10-54-180	5	Benefits - Retirement				475,880	476,620	740
10-54-185	5	Benefits - Workers Comp.				10,460	10,490	30
10-54-810	6	Vehicle Lease Principal				190,000	199,050	9,050
10-60-510	7	Insurance				13,000	14,000	1,000
10-62-675	8	Purchase of Equipment				12,500	48,500	36,000
10-64-310	9	Professional & Tech Services				148,000	158,000	10,000
10-64-510	7	Insurance				15,000	16,000	1,000
10-64-730	10	Park Improvements				32,000	92,000	60,000
10-67-310	11	Professional & Tech Services				8,000	18,000	10,000
10-67-510	7	Insurance				3,800	4,200	400
10-75-965	12	Lindon Centennial				-	620	620
			1,713,805	1,883,765		4,503,480	4,673,440	
		NET GENERAL FUND INCREASE			**169,960**			**169,960**
		ROAD FUND						
11-30-650	13	Grant Proceeds	-	495,000	495,000			
11-30-900	21	Use of Fund Balance	1,203,500	708,500	(495,000)			
11-40-420	14	Street Striping				-	20,000	20,000
11-40-440	14	Overlays				-	730,000	730,000
11-40-735	14	Class C Capital Improvements				1,900,000	1,150,000	(750,000)
			1,203,500	1,203,500		1,900,000	1,900,000	
		NET ROAD FUND INCREASE			-			-

BUDGET AMENDMENT
FISCAL YEAR 2025-2026
October 20, 2025

Acct #	Note	Description	REVENUES Previous Budget	REVENUES Amended Budget	REVENUES Variance	EXPENDITURES Previous Budget	EXPENDITURES Amended Budget	EXPENDITURES Variance
		PARC TAX FUND						
24-30-900	2	Use of Fund Balance	451,500	497,100	45,600			
24-41-920	20	Trfr to Recreation-Capital Exp				430,000	470,850	40,850
24-48-400	15	Grants to Other Entities				15,000	19,750	4,750
			451,500	497,100		445,000	490,600	
		NET PARC TAX FUND INCREASE			**45,600**			**45,600**
		WATER FUND						
51-30-325	16	Meter Installation - Culinary	-	20,000	20,000			
51-30-330	16	Meter Installation - Secondary	35,000	15,000	(20,000)			
51-40-751	17	Wells - Capital Exp				3,680,000	3,880,000	200,000
51-40-911	8	P.W. Admin Costs to Gen. Fund				433,680	442,680	9,000
51-40-990	2	Appropriate to Fund Balance				239,705	30,705	(209,000)
			35,000	35,000		4,353,385	4,353,385	
		NET WATER FUND INCREASE			-			-
		SEWER FUND						
52-30-980	21	Use of Fund Balance	121,360	132,610	11,250			
52-40-210	18	Membership Dues & Subscrptions				2,580	4,580	2,000
52-40-510	7	Insurance				11,000	11,250	250
52-40-911	8	P.W. Admin Costs to Gen. Fund				433,680	442,680	9,000
			121,360	132,610		447,260	458,510	
		NET SEWER FUND INCREASE			**11,250**			**11,250**
		STORM DRAINAGE FUND						
54-30-300	19	Sundry Revenue	-	152,800	152,800			
54-30-900	21	Use of Fund Balance	216,785	591,285	374,500			
54-40-510	7	Insurance				7,700	7,850	150
54-40-750	19	Special Projects				1,265,000	1,783,150	518,150
54-40-911	8	P.W. Admin Costs to Gen. Fund				433,680	442,680	9,000
			216,785	744,085		1,706,380	2,233,680	
		NET STORM DRAINAGE FUND INCREASE			**527,300**			**527,300**
		RECREATION FUND						
55-30-600	20	Grant Proceeds	55,500	77,190	21,690			
55-30-880	20	Transfer from PARC Tax Fund	515,000	555,850	40,850			
55-30-900	21	Use of Fund Balance	330,010	330,010	-			
55-41-675	20	Purchase of Equipment				36,400	76,440	40,040
55-41-730	20	Improvements				430,000	452,500	22,500
			900,510	963,050		466,400	528,940	
		NET RECREATION FUND INCREASE			**62,540**			**62,540**
		CITYWIDE TOTAL						
			4,642,460	**5,459,110**		**13,821,905**	**14,638,555**	
					816,650			**816,650**

BUDGET AMENDMENT
FISCAL YEAR 2025-2026
October 20, 2025

			REVENUES			EXPENDITURES		
Acct #	Note	Description	Previous Budget	Amended Budget	Variance	Previous Budget	Amended Budget	Variance
		CHANGE IN REVENUES & EXPENDITURES						
		Change in Citywide Rev. & Exp.	62,500	724,990	662,490	6,239,160	6,936,340	697,180
		Carryover from Prior Fiscal Year	-	-	-	3,712,000	3,972,620	260,620
		Increase (Decrease) by Moving Exp in GL	35,000	35,000	-	1,900,000	1,900,000	-
		Increase (Decrease) in Interfund Transfers	1,816,040	1,883,890	67,850	1,731,040	1,798,890	67,850
		Increase (Decrease) in Use of Fund Bal.	2,728,920	2,815,230	86,310			
		Increase (Decrease) in Appr. to Fund Bal.				239,705	30,705	(209,000)
		Citywide Totals	**4,642,460**	**5,459,110**		**13,821,905**	**14,638,555**	
		Net Increase (Decrease) in Rev. & Exp.			**816,650**			**816,650**

BUDGET AMENDMENT NOTES

October 20, 2025

Note	GL#	Fund and Department	Account Title	Budget Change
1	10-33-630	General Fund - Grants & Intergovernmental	Emergency Mgmt Program Grant	($7,000)
	EMPG Grant was most likely not be awarded this year due to litigation at higher levels of government.			
2	10-41-180	General Fund - Legislative	Benefits - Retirement	$460
	Utah Retirement Systems audit found that a City Council member has retired from their system and we need to follow URS policies.			
3	10-44-110	General Fund - Administration	Salaries & Wages	$14,845
	10-44-135	General Fund - Administration	Benefits - FICA	$1,135
	10-44-140	General Fund - Administration	Benefits - LTD	$200
	10-44-145	General Fund - Administration	Benefits - Life	$55
	10-44-150	General Fund - Administration	Benefits - Insurance Allowance	$20,400
	10-44-180	General Fund - Administration	Benefits - Retirement	$8,910
	10-44-185	General Fund - Administration	Benefits - Workers Comp.	$10
	Increase budget to change HR Generalist from part-time to full-time with benefits effective Oct. 25, 2025.			
4	10-44-310	General Fund - Administration	Professional & Tech Services	$15,000
	Increase budget for additional IT services.			
5	10-54-110	General Fund - Police	Salaries & Wages	($1,640)
	10-54-135	General Fund - Police	Benefits - FICA	($125)
	10-54-150	General Fund - Police	Benefits - Insurance Allowance	($18,130)
	10-54-180	General Fund - Police	Benefits - Retirement	$740
	10-54-185	General Fund - Police	Benefits - Workers Comp.	$30
	Changes in budget to increase wages and benefits for a corporal advancement and decrease wages and benefits to change Emergency Management Coordinator from 3/4-time to part-time.			
6	10-54-810	General Fund - Police	Vehicle Lease Principal	$9,050
	Payment on police vehicle lease is more than originally estimated.			
7	10-60-510	General Fund - Streets Department	Insurance	$1,000
	10-64-510	General Fund - Parks	Insurance	$1,000
	10-67-510	General Fund - Cemetery	Insurance	$400
	52-40-510	Sewer Fund - Expenditures	Insurance	$250
	54-40-510	Storm Water Drainage Fund - Expenditures	Insurance	$150
	Insurance premiums increased.			
8	10-62-675	General Fund - Public Works Administration	Purchase of Equipment	$36,000
	10-38-511	General Fund - Contributions & Transfers	PW Admin Dept cost share-Water	$9,000
	10-38-521	General Fund - Contributions & Transfers	PW Admin Dept cost share-Sewer	$9,000
	10-38-541	General Fund - Contributions & Transfers	PW Admin Dept cost share-Storm	$9,000
	51-40-911	Water Fund - Expenditures	P.W. Admin Costs to Gen. Fund	$9,000
	52-40-911	Sewer Fund - Expenditures	P.W. Admin Costs to Gen. Fund	$9,000
	54-40-911	Storm Water Drainage Fund - Expenditures	P.W. Admin Costs to Gen. Fund	$9,000
	Increase for PW purchase of GPS equipment and associated transfers to share the cost with Enterprise Funds.			
9	10-64-310	General Fund - Parks	Professional & Tech Services	$10,000
	Increase budget because bid for engineering services came in higher than anticipated.			
10	10-64-730	General Fund - Parks	Park Improvements	$60,000
	Carry forward retaining wall at Vet Hall from last fiscal year.			
11	10-67-310	General Fund - Cemetery	Professional & Tech Services	$10,000
	Increase budget for electrical work at Cemetery.			
12	10-75-965	General Fund - Transfers & Contributions	Lindon Centennial	$620
	Carryover final costs for time capsule and Centennial Park renaming.			

BUDGET AMENDMENT NOTES

October 20, 2025

Note	GL#	Fund and Department	Account Title	Budget Change
13	11-30-650	Class "C" Road Fund - Revenues	Grant Proceeds	$495,000
	Add budget for MAG grant awarded for purchase of right-of-way for 400 N.			
14	11-40-420	Class "C" Road Fund - Expenditures	Street Striping	$20,000
	11-40-440	Class "C" Road Fund - Expenditures	Overlays	$730,000
	11-40-735	Class "C" Road Fund - Expenditures	Class C Capital Improvements	($750,000)
	Move road improvement budget for non-capital maintenance.			
15	24-48-400	Parc Tax Fund - Grants To Other Entities	Grants to Other Entities	$4,750
	Increase budget for approved PARC Tax grant awards.			
16	51-30-325	Water Fund - Revenues	Meter Installation - Culinary	$20,000
	51-30-330	Water Fund - Revenues	Meter Installation - Secondary	($20,000)
	Split and move budgeted revenues to distinguish between culinary and secondary water meter installation.			
17	51-40-751	Water Fund - Expenditures	Wells - Capital Exp	$200,000
	Carryover unused budget for Well #5 from 2025 fiscal year.			
18	52-40-210	Sewer Fund - Expenditures	Membership Dues & Subscrptions	$2,000
	Increase budget to what was meant to have been requested, but a formula error forwarded an incorrect budget request.			
19	54-30-300	Storm Water Drainage Fund - Revenues	Sundry Revenue	$152,800
	54-40-750	Storm Water Drainage Fund - Expenditures	Special Projects	$518,150
	Sharing costs with Pleasant Grove City for improvements to Lindon storm drain outfall project. They will pay Lindon City for their share of what the City has done and Lindon will pay Pleasant Grove our share of work they have performed.			
20	55-41-675	Recreation Fund - Aquatics Facility	Purchase of Equipment	$40,040
	55-41-730	Recreation Fund - Aquatics Facility	Improvements	$22,500
	24-41-920	Parc Tax Fund - Aquatics Center	Trfr to Recreation-Capital Exp	$40,850
	55-30-600	Recreation Fund - Revenues	Grant Proceeds	$21,690
	55-30-880	Recreation Fund - Revenues	Transfer from PARC Tax Fund	$40,850
	Increase equipment budget for new climbing wall and improvements budget for kid's pool liner replacement with associated grant and interfund transfers.			
21	10-38-900	General Fund - Contributions & Transfers	Use of Fund Balance	$149,960
	11-30-900	Class "C" Road Fund - Revenues	Use of Fund Balance	($495,000)
	24-30-900	Parc Tax Fund - Revenues	Use of Fund Balance	$45,600
	51-40-990	Water Fund - Expenditures	Appropriate to Fund Balance	($209,000)
	52-30-980	Sewer Fund - Revenues	Use of Fund Balance	$11,250
	54-30-900	Storm Water Drainage Fund - Revenues	Use of Fund Balance	$374,500
	These funds offset the changes to expenses and revenues listed above.			

SUMMARY OF CHANGES IN FUND BALANCE
UPDATED FOR 10/20/2025 BUDGET AMENDMENT

	Governmental Funds							Proprietary Funds						Total All
	General	RDA	PARC Tax	Roads CIP	Parks CIP	Facilities CIP	Debt Svc	Water	Sewer	Garbage	Storm	Recreation	Telecomm.	Funds
Beginning Balances	**4,571,695**	**665,568**	**1,123,124**	**2,826,659**	**1,830,129**	**1,461,041**	**-**	**1,938,729**	**3,944,551**	**184,336**	**2,183,587**	**730,878**	**6,715**	**21,467,013**
Revenues														
Program revenues														
Charges for services	3,297,960							3,810,200	1,256,200	780,100	1,422,620	1,101,705	32,000	**11,700,785**
Impact Fees	34,500			-	150,000			60,000	60,000		50,000			**354,500**
Grants and contributions	90,000											77,190		**167,190**
General revenues														
Property taxes	2,601,750													**2,601,750**
Sales tax	7,214,500													**7,214,500**
Other taxes	2,145,000	213,000	1,030,000	1,670,000										**5,058,000**
Other	3,081,830	32,800	30,000	675,000	20,000	40,000		4,000,000	1,398,000		992,800	-	-	**10,270,430**
Total revenues	**18,465,540**	**245,800**	**1,060,000**	**2,345,000**	**170,000**	**40,000**	**-**	**8,073,200**	**2,714,200**	**780,100**	**2,465,420**	**1,178,895**	**32,000**	**37,570,155**
Transfers In	**-**	**325,000**	**-**	**-**	**500,000**	**750,000**	**811,835**	**-**	**-**	**-**	**-**	**1,910,500**	**-**	**4,297,335**
Expenses														
General government	5,612,855	397,715												**6,010,570**
Public safety	7,810,720													**7,810,720**
Streets	1,351,080			1,153,500										**2,504,580**
Parks and recreation	1,205,125		501,250											**1,706,375**
Capital projects		325,000		1,900,000	2,125,000	1,290,000								**5,640,000**
Debt Service							811,835							**811,835**
Water								7,949,495						**7,949,495**
Sewer									2,846,810					**2,846,810**
Solid Waste										792,620				**792,620**
Storm Water Drainage											3,056,705			**3,056,705**
Recreation Fund												3,419,405		**3,419,405**
Telecomm. Fund													32,000	**32,000**
Total expenses	**15,979,780**	**722,715**	**501,250**	**3,053,500**	**2,125,000**	**1,290,000**	**811,835**	**7,949,495**	**2,846,810**	**792,620**	**3,056,705**	**3,419,405**	**32,000**	**42,581,115**
Transfers Out	**3,041,485**	**200,000**	**1,055,850**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**4,297,335**
Ending Balances	**4,015,970**	**313,653**	**626,024**	**2,118,159**	**375,129**	**961,041**	**-**	**2,062,434**	**3,811,941**	**171,816**	**1,592,302**	**400,868**	**6,715**	**16,456,053**
Percent Change	**-12.2%**	**-52.9%**	**-44.3%**	**-25.1%**	**-79.5%**	**-34.2%**	**0.0%**	**6.4%**	**-3.4%**	**-6.8%**	**-27.1%**	**-45.2%**	**0.0%**	**-23.3%**

GENERAL FUND:

	Fund Bal.	% of Rev.
6/30/2026	4,015,970	24.67%

Example General Fund Balance Levels based on projected revenues for:

	2025-2026	
35%	5,696,796	maximum
30%	4,882,968	
25%	4,069,140	
20%	3,255,312	
15%	2,441,484	

Date printed: 10/16/2025

LINDON
ADMINISTRATION

M E M O R A N D U M

To: Mayor Lundberg and City Council
From: Kristen Aaron
Date: October 16, 2025
Re: Proposed Personnel Changes in the Budget Amendment

Staff propose changing the Emergency Management Coordinator position back to part-time without benefits and increasing the HR Generalist from part-time to full-time with benefits.

With Kelly Johnson leaving Lindon City, the Emergency Management Coordinator position will change from ¾-time with benefits back to part-time without benefits. This position is in the police department budget of the General Fund. This change will save the City $7,395 in wages and $20,120 in benefits.

Staff propose using this savings to offset changing the HR Generalist from part-time without benefits to full-time with benefits. This position is in the administrative department budget of the General Fund. This change will increase the cost to the City about $14,845 in wages and $30,710 in benefits.

Changing the HR Generalist to full-time will benefit the City, particularly City employees. With the position currently being part-time, there are many times when employees need help from the HR Generalist, but she is not in the office. Having the position be full-time will increase her availability to help employees. Additionally, there is enough work to justify the additional hours.

The net increase in the General Fund will be $18,040 for the 2025-2026 fiscal year.

12. **Discussion Item: Review draft employee policies & procedures.** The Council will review and provide feedback on drafts of a new Grant Incentive Award Policy and draft update to the Differential Pay & Certification policy.

    Sample Motion: There is no motion on this item.

Lindon City

Grant Incentive Award Policy

1. Purpose

The purpose of this policy is to establish a Grant Incentive Award Program to recognize and reward Lindon City employees who successfully obtain grant funding or facilitate donations that benefits the City. Grants and donations often require additional effort beyond normal work duties, and this policy provides a fair and structured way to incentivize such contributions.

2. Scope

This policy applies to all full-time and part-time Lindon City employees who, in addition to their regular work responsibilities, prepare and submit successful grant applications and/or secure donations on behalf of the City. Grants and Donations shall hereafter be collectively referred to as Grants.

3. Eligible Grants

Grants must be greater than $500, or have a donation value greater than $500, for the employee to receive an incentive award. Grants or donations facilitated by employees that are less than $500 are encouraged but are not eligible for an incentive award.

Eligible grants may be from local, county, state, federal, or private sources. They may support a wide variety of City projects including, but not limited to:

- Utility infrastructure
- Police services & equipment
- Parks and trails
- Senior services and facilities
- City buildings
- Trees and landscaping
- Historical preservation projects
- Community Development Block Grants (CDBG)
- Transportation infrastructure projects

4. General Guidelines

1. Supplemental Work – Only grant efforts performed in addition to an employee's normal work duties are eligible. If grant(s) applications are required as part of the requested and/or normal work duties of a position, then the incentive program does not apply. (i.e., a grant writer position would not be eligible for the grant incentive awards; a

position that is dependent upon applying for and receiving grants to help fund their own compensation, or their own program funding, is not eligible; etc.).

2. Pre-Approval – All grant applications must be approved by the employee's Department Director and/or the City Administrator before submission.
3. Award Timing – Incentives will be paid only after the grant award/contract has been executed and signed by all parties, including any necessary City Council approval. Completion of the project is not required for the grant award to be paid since many large projects may take years to complete. The City wants to continue to incentivize grant applications while other projects are in process.
4. Award Limits – Incentive payments shall not exceed $1,200 per grant.
5. Team Efforts – If multiple employees contribute significantly to the grant application effort, the award may be divided, or may be duplicated, as determined by the City Administrator.
6. Discretion – The City Administrator, after consultation with the appropriate Department Head, has final discretion in approving and assigning award amounts within policy limits.

5. Scoring Matrix

Awards will be calculated using the following point-based matrix:

A. Grant Difficulty (Competition Level) – Max 20 Points

- Non-Competitive / Formula-based → 5 points
  - Fairly easy application process that takes less than 4 hours to apply for. Money may specifically be set aside for many entities, like Lindon, and simply require an application to be submitted. Awarding these funds to the applicant is highly likely and often recurring. (i.e., There is a pot of money waiting to be distributed to Lindon and other entities, and all it takes to be awarded is submitting the application. This would include grants like the Utah County Recreation Grant, grants from State DUI or Beer Tax funds, etc.)
- Moderately Competitive → 10 points
  - These are grants that take employees a moderate amount of time to prepare and administer if awarded (more than 4 hours). These are more than routine applications and likely involve some minimal coordination and planning efforts to prepare for the grant. The selection processes have some sort of scoring matrix and/or selection committee. Awards are not uncommon; have a moderate likelihood of success on a recurring basis.
- Highly Competitive / Significant Application Requirements → 20 points
  - These are grants that are highly competitive and likely having multiple entities submitting applications for limited funding. Amounts sought for these types of grants are often in the hundreds of thousands to millions of dollars and require significant coordination and planning efforts prior to and after submitting the applications. Selection for these grants often require many hours, weeks, and months of work before and after selection.

B. Grant Dollar Amount Awarded – Max 20 Points

- $500 – $50,000 → 5 points
- $50,001 – $250,000 → 10 points
- $250,001 – $999,999 → 15 points
- $1,000,000 + → 20 points

C. Employee Time Commitment (Application + Administration) – Max 20 Points

- 0 – 4 hours → 2 points
- 5 – 20 hours → 5 points
- 21 – 40 hours → 15 points
- 40+ hours → 20 points

D. City Matching Requirement – Max 10 Points

- No City match required → 10 points
- Minimal City match (<10% of total grant) → 5 points
- Significant City match (>10% of total grant) → 2 points

F. "New" funding source not previously used – Max 5 Points

- Grant is from a funding source not previously used (to encourage seeking new grant funding opportunities) → 5 points

6. Award Calculation

The total points from the matrix (maximum 75 points) will determine the incentive award as follows:

Total Points	Incentive Award Range
0 – 30 points	$100
31 – 40 points	$400
41 – 50 points	$600
51 – 60 points	$800
61 – 75 points	$1,200

7. Administration

- The scoring will be completed by the Department Director and submitted to the City Administrator for review and approval.
- Human Resources will process the approved incentive award through payroll.

- The City Administrator has final authority on scoring adjustments and award determinations.

OTHER considerations:

- What if someone is assisting a grant writer? Are they eligible for anything? I'm assuming there would be no incentive award provided but wanted to discuss this.
- Should grant funding for program costs or off-setting costs of employees be included in this policy? (CTC program & employee funding; Emergency Management employee funding; etc.)
- This policy may not equitably be applicable to all employees since some jobs are not able to apply for grants or 'office time' is not within a scope of potential duties. (public works laborers, lifeguards, some patrol officers, etc.) Is that ok?
- Should donations be included in this policy or should it be limited to grants only?
- What about employee efforts that lead to significant efficiencies and/or saved expenditures? Should those types of efforts be incentivized, or is that just "part of the job"?

Lindon City Employee Differential Pay & Certification Request Form

For differential pay and certifications that are not already approved in the Lindon City Policies & Procedures Manual, Section 6.15 – 6.15.2

Section 1: Employee Information

Employee Name: ____________________________________

Job Title: ____

Department/Division: _________________________________

Supervisor/Department Head: _________________________________

Section 2: Certification/Training Information

Name of Certification/Training Program: ____

Issuing Organization/Agency: ____

Date Certification Achieved (if applicable): ____________________________

Expiration/Renewal Date (if applicable): ______________________________

Continuing Education Unit Requirements (CEU's) (if applicable):

____

____

Estimated Annual Costs Associated with Certification:

- Annual Registration / Certification Fees: $____________________

- One-time Fees (Exam/Test Fees, Set-up charges, etc): $____________________

- CEU/Training Costs: $____________________

- Conference/Hotel/Travel Costs: $____________________

- Other (please specify): $______________________________________

Total Estimated Annual Cost (include one-time fees): $____________________

Section 3: Relevance & Justification

1. How does this certification enhance your ability to perform your assigned duties?

____

____

____

2. Is this certification required as part of your job duties and/or required in your job description?

☐ Yes ☐ No

3. Does this certification provide cross-training or benefit outside of your current division/department?

☐ Yes ☐ No

If Yes, has this work outside of your department been approved by your Dept. Head?

☐ Approved ☐ Not Approved

4. When factoring the total annual costs of the certification (registrations, exams, CEUs, training, travel, and time away from other work duties), please describe and justify how this differential pay is beneficial to the City and to the employee (e.g., reduces costs, broadens services, improves efficiency):

____

____

____

____

____

5. On a scale of 1 to 10 (1=easiest and 10=hardest), how difficult would you rate the effort, time, skills, and knowledge needed to obtain this certification? 1 2 3 4 5 6 7 8 9 10 (circle one)

6. What other factors should be considered when evaluating this request for differential pay?

____

____

Section 4: Documentation

☐ Copy of Certification Attached (if applicable)

☐ Proof of Renewal/Recertification Attached (if applicable)

Section 5: Approvals

Employee Signature: ________________________________ Date: _________

Department Head Review

Request: ☐ Approved ☐ Denied

Comments: ____

Signature: ______________________ Date: ________

City Administrator Review

Request: ☐ Approved ☐ Denied

Comments: ____

Signature: ______________________ Date: ________

Human Resources Verification

Certification Verified: ☐ Yes ☐ No

Effective Pay Period: ______________________________

Renewal/Expiration Date Recorded: ☐ Yes

HR Signature: ___________________________ Date: ________

Note (per Section 6.15.1):

- Differential pay becomes effective the first pay period after proof of certification is submitted.
- Differential pay terminates in the pay period the employee is no longer certified.
- Department Head (and/or HR) *must maintain certification/expiration records and terminate pay if renewal proof is not submitted.*

13. **Review & Action: Selection of Honorary Tree Lighter.** The Council will review and consider individuals to be selected as the honorary tree lighter for the Tree Lighting Ceremony on Monday, December 1st.

Sample Motion: I move to recommend ___________________ as the Honorary Tree Lighter for the 2025 Tree Lighting Ceremony.

ADJOURN