

Lindon City Council Staff Report

Prepared by Lindon City
Administration

March 2, 2026

Notice of Meeting of the Lindon City Council



The Lindon City Council will hold a meeting at **5:15 pm on Monday, March 2, 2026** 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: Lincoln Jacobs, Councilmember
Pledge of Allegiance: By invitation

1. Call to Order / Roll Call

2. Presentations and Announcements:

- a) Presentation Items:
 - i. Employee Recognition Award: Matt Neer, Public Works Stormwater Operator.
 - ii. Swear-in new Reserve Police Officer, Deseree Howard.
 - iii. Recognize Officer Taryn Harmon and Officer Matt Barlow for Corporal advancement.
 - iv. 2026 Little Miss Lindon Royalty. The 2025 Little Miss Lindon Royalty will present the newly crowned 2026 Little Miss Lindon Royalty to the Mayor and City Council.
- b) Announcements/Comments from 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 February 2, 2026 and February 19, 2026.

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) Municipal Wastewater Planning Program (MWPP) report; Resolution #2026-11-R

8. Review & Action: General Plan Amendment – MS Properties; Ordinance #2026-1-O. The City Council will review and consider a request by MS Properties to amend the Lindon City General Plan Street Master Plan Map to remove portions of 1200 W. and 200 N. from the Streets Master Plan Map and to allow roadway alignments to be determined at the time of future development. The Planning Commission recommended approval of the changes.

9. Review & Action: Development Agreement – Westland Development; Resolution #2026-7-R. Troy Dana requests approval and amendment to the 2025 Development Agreement to propose changes to the building design for the properties located at 231 S. 800 W., 345 S. 800 W., and 338 S. 670 W. The original development agreement was never signed by the developer, and the developer

is now requesting to amend and continue the original agreement. The Planning Commission recommended approval of the changes.

10. Review & Action: Amended Development Agreement – Nutricost Athletic Center; Resolution #2026-8-R. Jason Brown requests an amendment to the 2024 Development Agreement to reduce the lot open space landscaping requirement from 20% to 15% and to request approval of updated building renderings. The Planning Commission recommended approval of the changes.

11. Concept Plan Review – Colliers Lindon, 500 S. 400 W. – Rick Magness from AWA Engineering has applied for a concept plan review to receive general feedback for redevelopment of the property located at 500 S. 400 W.

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

Adjourn

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

CERTIFICATE OF POSTING:

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

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

Date: **February 25, 2026; Time: 11:15 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: Lincoln Jacobs, Councilmember

Pledge: By invitation

Item 1 – Call to Order / Roll Call

March 2, 2026 Lindon City Council meeting.

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

Item 2 – Presentations and Announcements

- a) Employee Recognition Award: Matt Neer, Public Works Stormwater Operator
- b) Swear-in new Reserve Police Officer, Deseree Howard.
- c) Recognize Officer Taryn Harmon and Officer Matt Barlow for Corporal advancement.
- d) 2026 Little Miss Lindon Royalty. The 2025 Little Miss Lindon Royalty will present the newly crowned 2026 Little Miss Lindon Royalty to the Mayor and City Council.
- e) 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, Public Relations (media)
 - B) Public Works/Eng., Irrigation Co. Representative, Cemetery, Facilities/Building
 - C) CTC, Healthy Utah, Historical Commission, Tree Board, Arts Committee
 - D) Police/Fire/EMS, CERT, Economic Dev., Lindon Days, Utah League of Cities & Towns Alternate
 - E) Transfer Station Board, Planning Commission, Community Development/General Plan, Parks & Trails
 - F) Youth Council (Lead Advisor), Econ. Dev, PG/Lindon Chamber of Comm., Senior Center, Edu. grants
- Carolyn Lundberg
 - Van Broderick
 - Cole Hooley
 - Jake Hoyt
 - Lincoln Jacobs
 - Steve Stewart

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

- April Newsletter: Cole Hooley
- Next City Council meeting: March 16th, April 6th (spring break availability?)
- Joint PC/CC meeting, Tuesday, April 28th at 6:00pm at City Center.
- April 4th-13th, Spring Clean-Up
- April 22-24, ULCT conference in St George
- Misc. Items.

Item 6 – Approval of Minutes

- Review and approval of City Council minutes: **February 2, 2026 & February 19, 2026**

2 The Lindon City Council regularly scheduled meeting on **Monday, February 2, 2026, at**
3 **5:15 pm** in the Lindon City Center, City Council Chambers, 100 North State Street,
4 Lindon, Utah.

6 **REGULAR SESSION – 5:15 P.M.**

8 Conducting: Carolyn Lundberg, Mayor
9 Invocation: Steve Stewart, Councilmember
10 Pledge of Allegiance: Lincoln Jacobs

12 **PRESENT** **EXCUSED**

13 Carolyn Lundberg, Mayor
14 Van Broderick, Councilmember
15 Jake Hoyt, Councilmember
16 Cole Hooley, Councilmember
17 Lincoln Jacobs, Councilmember
18 Steve Stewart, Councilmember
19 Heath Bateman, Parks and Recreation Director
20 Michael Florence, Community Development Director
21 Brittany Wilde, City Planner
22 Brian Haws, City Attorney
23 Adam Cowie, City Administrator
24 Britni Laidler, City Recorder

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

28 **2. Presentations and Announcements:**

30 a) Brittany Wilde, City Planner, presented certificates of appreciation to Chelsea
31 and Brian Beutler for their service on the Historic Preservation Committee,
32 recognizing their commitment to preserving the history, heritage, and
33 character of Lindon City. The Council acknowledged their contribution to the
34 remodel of the city museum.

36 Mayor Lundberg also introduced Sherrie Atkinson as a new member of the
37 Historic Commission. Ms. Atkinson shared her experience researching and
38 writing about Lindon history, specifically her work on the Loader family who
39 received a land grant after the Civil War, with four houses on the property -
40 three of which are in Lindon.

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

44 **4. COUNCIL REPORTS:**

2
 4 **Councilmember Jacobs** – Councilmember Jacobs reported on Parks and Recreation
 6 activities, including that spring youth sports registrations are underway for soccer and
 8 baseball. Winter youth classes are in session, and a community chess club is active with a
 10 chess blitz tournament planned for February. Additionally, a free country hoe down is
 12 scheduled for Saturday at 6:30 PM at the community center. Preparations are underway
 14 for the Easter egg hunt and Lindon Days (August 1-8), which will have an American 250
 16 themed celebration. Applications are also open for the Lindon Days Junior Rodeo royalty
 18 program. Councilmember Jacobs further reported that the North Point Solid Waste board
 20 approved building a new facility near the current construction and demolition trash area.

22 **Councilmember Hoyt** – Councilmember Hoyt reported on upcoming changes to the
 24 Lindon Days car show, which is moving from Monday to Saturday morning, with the
 26 Woods family taking charge. He mentioned that sponsorship opportunities have been sent
 28 to Lindon businesses. Additionally, Hoyt reported that the police department has
 30 extended an offer to a new officer, which will bring them to full staffing.

32 **Councilmember Broderick** – Councilmember Broderick reported on Public Works
 34 matters, noting that two bridges have been set in place at Creekside Park. The Public
 36 Works department has hired two experienced employees for the water department, and a
 storm water position is now open following an internal promotion.

Councilmember Stewart – Councilmember Stewart had nothing to report.

38 **Councilmember Hooley** – Councilmember Hooley reported on the new Historic
 40 Committee Members.

Mayor Lundberg – Mayor Lundberg reported she was elected as Chair of the Utah Lake
 Authority after serving as Vice Chair for two years. She shared that Senator Curtis
 secured \$4 million in federal funding for the Nature Science Center planned for the
 Lakeside property, plus an additional \$1.5 million for species and invasive species work.
 The center will serve as both a community nature park and a scientific laboratory.

5. **Administrator's Report**

- March Newsletter: Cole Hooley
- February 19th (Thursday) at 5:30pm, Budget kick-off meeting w/dinner
- April 4th-13th, Spring Clean-Up
- August 2nd-8th, Lindon Days
- Misc. Items.

6. **Approval of Minutes** – The minutes of the regular City Council meeting of
 January 12, 2026; January 20, 2026; and January 26, 2026.

2 COUNCILMEMBER HOYT MOVED TO APPROVE THE MINUTES OF THE
3 REGULAR CITY COUNCIL MEETING OF JANUARY 12, 2026; JANUARY 20, 2026
4 AND JANUARY 26, 2026 WITH NOTED CHANGES. COUNCILMEMBER JACOBS
5 SECONDED THE MOTION. THE VOTE WAS RECORDED AS FOLLOWS:

- 6 COUNCILMEMBER HOOLEY AYE
 - 7 COUNCILMEMBER HOYT AYE
 - 8 COUNCILMEMBER STEWART AYE
 - 9 COUNCILMEMBER BRODERICK AYE
 - 10 COUNCILMEMBER JACOBS AYE
- 11 THE MOTION CARRIED UNANIMOUSLY.

12
13 **7. Consent Agenda Items** - Items do not require public comment or discussion and
14 can all be approved by a single motion. The following consent agenda item was
15 presented for approval.

- 16 a) Historic Commission appointments
- 17
- 18 b) 2026 Arbor Day Proclamation designating April 24, 2026 as Lindon City
19 Arbor Day
- 20

21 COUNCILMEMBER HOOLEY MOVED TO APPROVE THE CONSENT
22 AGENDA ITEMS AS PRESENTED. COUNCILMEMBER STEWART SECONDED
23 THE MOTION. THE MOTION CARRIED.

24
25
26 **CURRENT BUSINESS**

27 **8. Public Hearing: Fee Schedule changes and Aquatics Compensation**
28 **adjustments; Resolution #2026-6-R.** The Council will review and consider
29 proposed changes to amend the FY2025-26 budget Compensation Program for
30 Lindon Aquatics Seasonal Pay Ranges for 2026 Season, and to amend the fee
31 schedule for the Aquatics Center rental & admission rates.

32
33 Heath Bateman, Parks and Recreation Director, presented this item and noted that
34 Alan Walker and Mckindra Camp were also present to address any questions the council
35 may have. Director Bateman presented detailed proposals for changes to the Aquatics
36 Center's fees and employee compensation. Among the key recommendations were:

- 37 • Increasing Flow Rider rental rates, which have gained popularity, and Bateman
38 expressed confidence that the changes would not negatively impact families or
39 groups wishing to rent the facility.
- 40 • Adjusting pool rental rates to \$1,600 for rentals on Tuesday through Thursday and
41 \$1,800 for Friday and Saturday rentals. Despite these increases, early bird
42 reservations were still being made with the understanding that rates might rise.
- 43 • Introducing administrative fees for cancellations aimed at discouraging last-
44 minute cancellations, thereby allowing for better rental date management.

- 2 • Allowing the Parks & Recreation Director to offer rental rate reductions at their
4 discretion for early season dates, particularly when May dates remained unbooked
6 close to the season's start due to potentially cooler temperatures.
- 8 • Establishing a \$100 administrative fee for refunds in case of weather-related
10 issues such as lightning or thunder. This fee accounts for refunds for events
12 interrupted by inclement weather while in progress compared to those canceled
14 beforehand.
- 16 • Adjusting employee compensation rates rounded to the nearest dime across six
18 pay ranges, resulting in about a \$2 increase across the board based on the
20 council's feedback.

22 Alan Walker and McKindra Camp assisted Director Bateman in addressing
24 council questions, emphasizing these changes aimed to balance increased operational and
26 staffing costs while remaining affordable for the community. Operational changes also
28 included plans to close parties 30 minutes earlier each night and adjusting the end-of-
30 season schedule to have parties only on Fridays and Saturdays once school starts, with
32 general public hours remaining on Saturdays plus Labor Day Monday. Director Bateman
34 assured the council that despite the price increases, the changes were created with careful
36 consideration and were aligned with current economic trends, aiming to sustain the
center's popularity and financial viability. He expressed confidence these adjustments
would not deter Aquatics Center usage and remained optimistic about future bookings.

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

28 Mayor Lundberg asked for any comments from the public, hearing none she
30 called for a motion to close the public hearing.

30 COUNCILMEMBER HOYT MOVED TO CLOSE THE PUBLIC HEARING.
32 COUNCILMEMBER BRODERICK SECONDED THE MOTION. THE MOTION
34 CARRIED.

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

38 COUNCILMEMBER HOYT MOVED TO APPROVE RESOLUTION 2026-6-R
40 AS PRESENTED. COUNCILMEMBER STEWART SECONDED THE MOTION. THE
VOTE WAS RECORDED AS FOLLOWS:

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

2 THE MOTION CARRIED.

4 **9. Discussion & Feedback: Pickleball Court lighting schedules.** The Parks &
6 Recreation staff desire feedback and direction from the Council on times that
8 should be posted for lighting at outdoor pickleball courts within parks throughout
10 Lindon.

12 Heath Bateman, Parks and Recreation director, presented this item. Director
14 Bateman sought feedback on pickleball court lighting schedules throughout the city.
16 Currently, the lights are generally set for 6 AM to 10 PM, with the exception at Creekside
18 Park where they shut off at 9 PM due to a neighbor's request who works early hours.
20 Director Bateman noted that the current signage is inconsistent across parks and that
22 they've received occasional requests to adjust hours, particularly regarding early morning
play. He presented comparison information from other cities, with most allowing play
until 10 PM. The Council discussed the balance between providing recreational
opportunities and being considerate of nearby residents. Councilmember Broderick
expressed support for having different hours at different parks based on proximity to
homes. He mentioned keeping the 10 PM end time at Pheasant Brook and Anderson
Farms parks while maintaining earlier closure times at Creekside to accommodate nearby
residents.

24 Director Bateman shared that he hasn't had to strictly enforce the start times since
26 complaints about early morning noise have decreased, although informal signage has
28 appeared at Creekside indicating later start times than officially designated.
30 Councilmember Hooley suggested that if there's a pressing need from residents being
negatively affected by noise or light, the city should consider being more conservative
with hours. Councilmember Hoyt, pointing out his own experience, noted that players
often appreciate the ability to start as early as possible, but community welfare should be
a priority.

32 Director Bateman further explained that a couple of parks employ an hour-long
34 timer where the lights turn off automatically, ensuring they aren't left on unnecessarily,
36 and that is something he could consider implementing more broadly to address concerns
38 about lights being left on when courts are vacant. He emphasized the importance of being
consistent with signage to reflect approved policies to minimize confusion and
unauthorized modifications. Some council members, acknowledging the enthusiasm for
pickleball, suggested it is important to provide as much playtime as reasonable while
respecting residents' needs. Director Bateman indicated he would develop a policy that
40 outlines specific hours for each park based on the Council's feedback, with special
42 consideration for Creekside Park's earlier closure time, and aimed at minimizing
disruption to neighbors while accommodating recreational use.

2 Mayor Lundberg asked for any further comment from the council. Hearing none,
she moved onto the next agenda item. She noted that Senator Brammer was running late
4 and asked for a motion to move agenda item #10, to come after agenda item #11.

6 COUNCILMEMBER HOYT MOVED TO MOVE AGENDA ITEM #10 TO BE
HEARD AFTER AGENDA #11. COUNCILMEMBER STEWART SECONDED THE
8 MOTION. THE MOTION CARRIED.

10 **11. Closed Session** - The City Council will discuss purchase or sale of real property
and pending or possible litigation per Utah Code 52-4-205(1)(e) & 52-4-
12 205(1)(c). This session is closed to the general public.

14 MAYOR LUNDBERG MADE A MOTION TO ENTER A CLOSED SESSION.
THE COUNCILMEMBERS VOTED AS FOLLOWS:

- 16 COUNCILMEMBER BRODERICK AYE
- COUNCILMEMBER HOYT AYE
- 18 COUNCILMEMBER STEWART AYE
- COUNCILMEMBER HOOLEY AYE
- 20 COUNCILMEMBER JACOBS AYE

THE MOTION CARRIED UNANIMOUSLY.

22
24 COUNCILMEMBER JACOBS MOVED TO CLOSE THE CLOSED SESSION
AND RECONVENE THE REGULAR CITY COUNCIL MEETING.

COUNCILMEMBER BRODERICK SECONDED THE MOTION. THE VOTE WAS
26 RECORDED AS FOLLOWS:

- COUNCILMEMBER BRODERICK AYE
- 28 COUNCILMEMBER HOYT AYE
- COUNCILMEMBER STEWART AYE
- 30 COUNCILMEMBER HOOLEY AYE
- COUNCILMEMBER JACOBS AYE

32 THE MOTION CARRIED UNANIMOUSLY.

34 **10. Presentation: Legislative update with Senator Brady Brammer.**

36 Mayor Lundberg welcomed Senator Brammer, who attended to provide insights
on various legislative matters. Senator Brammer remarked on the increasing vocal nature
38 of cities in legislative discussions and mentioned the frequent neutral stances taken by the
League of Cities and Towns which could sometimes complicate direct communication
40 with cities in need of support or opposition for certain bills.

42 An essential topic discussed was a bill from Representative Candace Pierucci
regarding school district property disposal (HB 241). Mayor Lundberg highlighted
44 concerns as the bill could allow charter schools to have equal rights with cities to
purchase district properties. This was particularly worrying for Lindon, with Lindon

2 Elementary potentially being on the closure list. Senator Brammer assured the council
4 that he would monitor the progress of this legislation and advocated for cities to actively
6 engage with state representatives to ensure their voices are heard, even when the League's
positions seem neutral or pending.

8 The conversation also touched on broader legislative issues affecting the city.
10 Councilmember Hooley extended gratitude to Senator Brammer for aiding in securing
12 potential carve-out funding for school districts amidst ongoing educational finance
14 challenges. They delved into matters of city authority over property taxes, highlighting
16 problems arising from rapid property tax increases primarily attributed to school districts,
18 which often leave city budgets disproportionately burdened. Further discourse covered
SB 97, a bill which could potentially lower the allowed general fund balance from 35% to
25%. City Administrator Cowie emphasized the severe impact this change would have,
translating to an approximate reduction of \$1.5 million for Lindon. Both Mayor Lundberg
and Senator Brammer acknowledged that such constraints would substantially hinder
smaller cities' abilities to respond to emergencies or fund critical capital projects.

20 Senator Brammer also warned about the problematic motives and potential
22 oversight in restricting cities' budget autonomy. He pointed out that overarching
24 legislative efforts could have unintended consequences, particularly when tailored for
26 larger cities but applied across all municipalities regardless of size or financial structure.
28 He and Mayor Lundberg agreed on the importance of maintaining a healthy rainy day
fund for unforeseen emergencies, advocating that such decisions be sensitive to the scale
and specific needs of each city. The senator concluded by offering his personal contact to
council members to ensure direct communication regarding any pressing legislative
issues, underscoring his commitment to advocate on behalf of Lindon's interests.

**11. Closed Session - The City Council will continue their discussion to 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 HOYT MOVED TO ENTER A CLOSED SESSION.
COUNCILMEMBER BRODERICK SECONDED THE MOTION. THE VOTE WAS
RECORDED AS FOLLOWS:

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

THE MOTION CARRIED UNANIMOUSLY.

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

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

4 COUNCILMEMBER BRODERICK AYE

COUNCILMEMBER HOYT AYE

6 COUNCILMEMBER STEWART AYE

COUNCILMEMBER HOOLEY AYE

8 COUNCILMEMBER JACOBS AYE

THE MOTION CARRIED UNANIMOUSLY.

10

Adjourn –

12

COUNCILMEMBER BRODERICK MOVED TO ADJOURN THE MEETING
14 AT 8:34 PM. COUNCILMEMBER STEWART SECONDED THE MOTION. ALL
PRESENT VOTED IN FAVOR. THE MOTION CARRIED.

16

Approved – March 2, 2026

18

20

22

Britni Laidler, City Recorder

24

Carolyn O. Lundberg, Mayor

2 The Lindon City Council regularly scheduled meeting on **Monday, February 19, 2026,**
4 **at 5:15 pm** in the Lindon City Center, City Council Chambers, 100 North State Street,
Lindon, Utah.

6 **REGULAR SESSION – 5:15 P.M.**

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

12 **PRESENT**

Carolyn Lundberg, Mayor
14 Jake Hoyt, Councilmember
Van Broderick, Councilmember - *arrived at 6:40 p.m.*
16 Lincoln Jacobs, Councilmember – *appeared virtually*
Steve Stewart, Councilmember
18 Heath Bateman, Parks and Recreation Director
Michael Florence, Community Development Director
20 Mike Brower, Chief of Police
Juan Garrido, Public Works Director
22 Kristen Aaron, Finance Director
Chase Adams, Assistant Finance Director
24 Brian Haws, City Attorney
Adam Cowie, City Administrator
26 Britni Laidler, City Recorder

EXCUSED

Cole Hooley, Councilmember

- 28 **1. Call to Order/Roll Call** – The meeting was called to order at 5:15 p.m.
30 **2. Open Session for Public Comment** – Mayor Lundberg called for any public
32 comments. There were no comments.

CURRENT BUSINESS

- 34 **3. Review & Action: Surplus Equipment Disposal; Resolution #2026-9-R.** The
36 Council will review and consider a resolution declaring specific equipment and
vehicles as surplus for disposal.

38 City Administrator Adam Cowie presented Resolution #2026-9-R, which declared
40 various equipment and vehicles as surplus for disposal. The items were detailed in the
staff report and included various equipment from different city departments.

42 COUNCILMEMBER HOYT MOVED TO APPROVE RESOLUTION 2026-9-R
44 AS PRESENTED. COUNCILMEMBER STEWART SECONDED THE MOTION. THE
VOTE WAS RECORDED AS FOLLOWS:

2 COUNCILMEMBER HOYT AYE
 COUNCILMEMBER STEWART AYE
 4 COUNCILMEMBER JACOBS AYE
 THE MOTION CARRIED.

6

8 **4. Public Hearing: FY2025-26 Budget & Fee Schedule Amendment; Resolution
 #2026-10-R. The Council will review and consider proposed changes to the
 FY2025-26 budget and fee schedule.**

10

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

14

Kristen Aaron, Finance Director, presented the proposed budget amendments for
 16 FY2025-26. The general fund showed various adjustments to revenues and expenditures.
 Notable revenue changes included a decrease in court fines, as collections did not meet
 18 expectations due to uncollected fines and ongoing challenges with debt collection. The
 city has been sending uncollected fines to the state Office of Debt Collection, though that
 20 office is currently undergoing restructuring. City Prosecutor Brian Haws explained that
 the office adds fees to collection costs and can garnish tax returns, but collections remain
 22 modest.

24

Director Aaron noted extra revenue from the sale of surplus trucks earlier in the
 fiscal year. She then presented various departmental adjustments included in the budget
 26 amendment.

28

Administrator Cowie noted that they needed to add one item not originally listed
 in the packet, which is \$20,000 for audio-visual equipment upgrades in the Council
 30 Chambers. The current AV system has been experiencing technical issues, and while they
 were uncertain whether a partial equipment replacement or complete overhaul would be
 32 necessary, they wanted to budget for a worst-case scenario.

34

Councilmember Hoyt inquired about the court fines decrease, asking whether it
 represented a strategic reduction in tickets or simply uncollected fines. Director Aaron
 36 clarified it was primarily an issue of non-payment rather than fewer citations being
 issued. City Attorney Haws confirmed that the city follows standard procedures for debt
 38 collection through the state office.

40

Mrs. Aaron explained the city's policy allowing department heads to reallocate
 funds within their own departments, going over budget in one line item while staying
 42 under in another, which provides some flexibility without requiring formal amendments.

44

Mayor Lundberg asked for any comments from the public, hearing none she
 called for a motion to close the public hearing.

2

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

6

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

10

Administrator Cowie reminded the Council that the public hearing also covered
proposed fee schedule changes. Director Aaron presented several pages of fee schedule
amendments, primarily involving Parks and Recreation fees. Many changes were
administrative in nature, cleaning up the fee schedule to accurately represent fees being
charged. Some fees were being deleted to streamline the document. The amendments also
incorporated rental rate changes the Council had previously approved, though those were
not re-presented in detail at this meeting.

18

Mayor Lundberg asked about pool rental bookings following the rate increases
approved earlier, noting that one group had canceled due to higher costs for shorter rental
periods. Parks and Recreation Director Heath Bateman reported that while there had been
some complaints, bookings remained strong. The clientele had shifted somewhat, with
families being priced out but doctors and realtors filling the slots. The overall rental
schedule was expected to fill as anticipated.

26

Mayor Lundberg asked for any comments from the public, hearing none she
called for a motion to close the public hearing.

28

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

32

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

36

COUNCILMEMBER HOYT MOVED TO APPROVE RESOLUTION 2026-10-
R AS PRESENTED WITH ADDITION OF AV UPDATE WITH BUDGET OF \$20,000.
COUNCILMEMBER STEWART SECONDED THE MOTION. THE VOTE WAS
RECORDED AS FOLLOWS:

40

COUNCILMEMBER HOYT AYE

42

COUNCILMEMBER STEWART AYE

44

COUNCILMEMBER JACOBS AYE

THE MOTION CARRIED.

5. Work Session: Fiscal Year 2026-27 Budget Planning. Lindon City

2 Administration and Department Heads will meet with the Mayor and City Council
 4 members in a work session to review, discuss, and receive feedback on significant
 budget issues and priorities for the upcoming 2026-27 fiscal year. This is a
 discussion item only. No motions will be made.

6
 8 **1. Budget Adoption Process**

Finance Director, Kristen Aaron

Council Action: Receive Information

- 10 a. Kristen - Review timeline for budget process & adoption

12
 14 **2. Financial Overview**

Administrator Cowie, Finance Director Aaron, Public Works Director Garrido

Council Action: Receive Information

- 16 a. Review significant revenue sources (FY26)
 18 b. TENTATIVE 2026-27 utility rate increases: Water 4% = usage, 4%
 base; Sewer = 10% usage, 7% base; Stormwater = 4%
 20 c. Debt outlook for FY2027
 22 d. d. Review Purchase Policies & dollar limits / approvals requiring
 council involvement

24 **3. Cost savings/Increased revenues**

Administrator Cowie & Dept. Heads

Council Action: Receive Info/ Give Direction

- 26 a. Savings:
 28 b. b. Increased or New Revenues).

30 **4. Personnel Issues**

Administrator Cowie, Assistant Finance Director Adams, & Dept Heads

Council Action: Give Direction

- 34 a. Evaluating position needs as we experience growth & demand for
 services.
 36 b. Review Operational Revenues vs. Personnel Costs over time
 38 c. Merit pay & COLA
 d. Health/Dental insurance rates

40 **5. Department Specific updates/Capital Improvements**

Dept Heads

Council Action: Receive Info/ Give Direction

- 42 a. Public Works - Juan Garrido, Public Works Director
 44 a. Cemetery

- 2 b. Roads
- c. Water
- 4 d. Streets
- e. Storm Water
- 6 f. Sewer
- b. Police - Chief Brower
- 8 a. Corporal advancement
- b. 700 N PD needs
- 10 c. Justice Court – Brian Haws, City Attorney
- a. bailiff services
- 12 d. Community Development – Michael Florence, Com. Dev. Director
- a. Staffing
- 14 e. Parks Dept - Heath Bateman, Parks & Recreation Director
- a. Review of 2025 Special Events & Cost Summary
- 16 f. Facilities, Vehicles & Equipment – Administrator Cowie & Dept
- Heads.
- 18 a. AV
- b. Fleet Vehicles
- 20 c. Public Works replacements
- g. Fire / EMS / Dispatch services – Administrator Cowie
- 22 a. Additional Firefighter per shift (3 total) in FY2027 or FY2028
- 24 h. Potential future property purchases & significant capital improvement
- projects
- a. 700 N commercial property
- 26 b. Lindon Elem property
- c. Traffic signal right-of-way: 500 N Geneva
- 28 d. Master Planned Parks: improvements as able.
- e. Inquiry about what other significant capital improvement
- 30 projects does the Council / Community desire?

32 **6. Other Significant Needs or Issues Inquiry**

34 **7. Specific budget requests by Council members –**

- 36 a. Beautification for Temple Open House
- b. Main Street Lights – Hanging baskets or flags

38 **11. Closed Session** - The City Council will discuss purchase or sale of real property
 40 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.

42 COUNCILMEMBER HOYT MADE A MOTION TO ENTER A CLOSED
 44 SESSION. COUNCILMEMBER STEWART SECONDED. THE COUNCILMEMBERS
 VOTED AS FOLLOWS:

COUNCILMEMBER BRODERICK AYE

2 COUNCILMEMBER HOYT AYE
 COUNCILMEMBER STEWART AYE
 4 COUNCILMEMBER JACOBS AYE
 THE MOTION CARRIED UNANIMOUSLY.

6
 COUNCILMEMBER STEWART MOVED TO CLOSE THE CLOSED
 8 SESSION AND RECONVENE THE REGULAR CITY COUNCIL MEETING.
 COUNCILMEMBER HOYT SECONDED THE MOTION. THE VOTE WAS
 10 RECORDED AS FOLLOWS:

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

16 **Adjourn –**

18 COUNCILMEMBER BRODERICK MOVED TO ADJOURN THE MEETING
 20 AT 10:21 PM. COUNCILMEMBER STEWART SECONDED THE MOTION. ALL
 PRESENT VOTED IN FAVOR. THE MOTION CARRIED.

22 Approved – March 2, 2026

24
 26
 28

 Britni Laidler, City Recorder

30

 Carolyn O. Lundberg, Mayor

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

- a) Municipal Wastewater Planning Program (MWPP) report; Resolution #2026-11-R

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

RESOLUTION NO. 2026-11-R

**RESOLUTION OF THE CITY COUNCIL OF LINDON, UTAH, APPROVING THE
LINDON CITY MUNICIPAL WASTEWATER PLANNING PROGRAM (MWPP)
ANNUAL REPORT FOR 2025**

WHEREAS, Lindon City has reviewed the attached Municipal Wastewater Planning Program (MWPP) Annual Report for 2025; and

WHEREAS, Lindon City has taken all appropriate actions necessary to maintain safe and effective collection of its wastewater and plan for future improvements to its wastewater collection system; and

WHEREAS, Lindon City Council has been presented with the MWPP in a public meeting held on March 2, 2026 and finds the Report to accurately reflect the City's efforts in planning effectively for its wastewater collection program.

NOW THEREFORE, BE IT RESOLVED BY THE LINDON CITY COUNCIL, that Lindon City informs the Utah State Division of Water Quality that Lindon City has reviewed the attached Municipal Wastewater Planning Program (MWPP) Annual Report for 2025 and Lindon City has taken all appropriate actions necessary to maintain safe and effective collection of its wastewater in conformance with State and local requirements.

This Resolution shall take effect immediately upon its passage by the Lindon City Council.

Passed by the Lindon City Council this 2nd day of March, 2026.

Carolyn O. Lundberg, Mayor

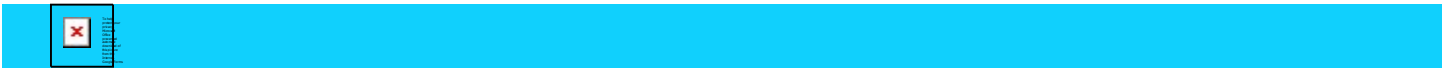
Attest:

Britni Laidler, City Recorder

Juan Garrido

From: Forms Response Receipts <forms-receipts-noreply@google.com>
Sent: Friday, February 13, 2026 10:04 AM
To: Juan Garrido
Subject: Thanks for filling out this form: Full MWPP Survey - 2026

This sender is trusted.



Thanks for filling out this form: [Full MWPP Survey - 2026](#)

You're receiving this email because you filled out the following form using your email address. **This form is owned by State of Utah.** Make sure you recognize and trust this form before copying or clicking on any links. If it looks suspicious, [report it](#).

Here's what was received.

Full MWPP Survey - 2026

Municipal Wastewater Planning Program survey for the year 2025.

Email *

jgarrido@lindon.gov

Section I: General Information

Note: This questionnaire has been compiled for your benefit to assist you in evaluating the technical and financial needs of your wastewater systems. If you received financial assistance from the Water Quality Board, annual submittal of this report is a condition of the assistance. Please answer questions as accurately as possible to give you the best evaluation of your facility. If you need assistance please send an email to wqinfodata@utah.gov and we will contact you as soon as possible. You may also visit our [Frequently Asked Questions](#) page

What is the name of the Facility? *

Lindon City

What is the Name of the person responsible for this organization?

*

Juan Garrido

What is the Title of the person responsible for this organization? *

Public Works Director

What is the Email Address for the person responsible for this organization? *

jgarrido@lindon.gov

What is the Phone number for the person responsible for this organization? *

801-796-7954

Please identify the Facility Location? *

Please provide either Longitude and Latitude, address, or a written description of the location (with area or point).

946 W Center Street, Lindon, UT 84042

Are you a federal facility?

A federal facility is a military base, a national park, or a facility associated with a federal government organization (e.g., BLM, Forest Service, etc.)

Yes

No

As you begin this survey you must keep in mind which part of the wastewater system that you represent, unless you represent it all (e.g., collections, treatment, or both). If you only represent the collection system please respond to each question thinking only of collection system data as you proceed through this survey. The same goes for treatment and both. If you get a question that does not apply to the part of the system which you represent then leave it unanswered. However, please try to answer as many questions as you possibly can.

This section is completed by:

Juan Garrido

Are sewer revenues maintained in a dedicated purpose enterprise/district account?

Yes

No

Are you collecting 95% or more of your anticipated sewer revenue?

Yes

No

Are Debt Service Reserve Fund requirements being met?

Yes

No

Where are sewer revenues maintained?

General Fund

Combined Utilities Fund

Other

What was the average MONTHLY User Charge for 2025?

51.50

Do you have a water and/or sewer customer assistance program (CAP)?

Yes

No

Are property taxes or other assessments applied to the sewer systems?

Yes

No

What is the yearly amount of revenue that you receive from these taxes?

N/A

Are sewer revenues sufficient to cover operations & maintenance costs, and repair & replacement costs (OM&R) at this time?

Yes

No

Are projected sewer revenues sufficient to cover operation & maintenance, and repair and replacement costs for the next five years?

Yes

No

Does the sewer system have sufficient staff to provide proper operation & maintenance, and repair and replacement?

Yes

No

Has a repair and replacement sinking fund been established for the sewer system?

Yes

No

Is the repair & replacement sinking fund sufficient to meet anticipated needs?

Yes

No

Are sewer revenues sufficient to cover all costs of current capital improvements projects?

Yes

No

Has a Capital Improvements Reserve Fund been established to provide for anticipated capital improvement projects?

Yes

No

Are projected Capital Improvements Reserve Funds sufficient for the next five years?

Yes

No

Are projected Capital Improvements Reserve Funds sufficient for the next ten years?

Yes

No

Are projected Capital Improvements Reserve Funds sufficient for the next twenty years?

Yes

No

Have you completed a rate study within the last five years?

Yes

No

Do you charge Impact fees?

Yes

No

If you charged Impact Fees, how much were they? =

If not a flat fee, use total collected impact fees for the year divided by the total number of entities who paid fees that year.

1809

Have you completed an impact fee study in accordance with UCA 11-36a-3 within the last five years?

Yes

No

Do you maintain a Plan of Operations?

Yes

No

Have you updated your Capital Facility Plan within the last five years?

Yes

No

In what year was the Capital Facility Plan last updated?

2024

Do you use an Asset Management system for your sewer systems?

Yes

No

Do you know the total replacement cost of your total sewer system capital assets?

Yes

No

Replacement Cost =

N/A

Do you fund sewer system capital improvements annually with sewer revenues at 2% or more of the total replacement cost?

Yes

No

What is the sewer/treatment system annual asset renewal cost as a percentage of its total replacement cost?

Do not know

Describe the Asset Management System. Check all that apply:

- Spreadsheet
- GPS
- Accounting Software

Specialized Software

What is the 2025 Capital Assets Cumulative Depreciation for your facility?

722954

What is the 2025 Capital Assets Book Value?

Book Value = (total cost) - (accumulated depreciation)

Do not know

Cost of projected capital improvements - Please enter a valid numerical value - 2025?

580000

Cost of projected capital improvements - Please enter a valid numerical value - 2026 through 2030?

17500000

Cost of projected capital improvements - Please enter a valid numerical value - 2031 through 2035?

9800000

Cost of projected capital improvements - Please enter a valid numerical value - 2036 through 2040?

6300000

Cost of projected capital improvements - Please enter a valid numerical value - 2041 through 2045?

7500000

Purpose of Capital Improvements - 2025? Check all that apply.

- Replace/Restore
- New Technology
- Increased Capacity

Purpose of projected Capital Improvements - 2026 through 2030? - Check all that apply.

- Replace/Restore
- New Technology
- Increased Capacity

Purpose of projected Capital Improvements - 2031 through 2035 Check all that apply.?

- Replace/Restore
- New Technology
- Increased Capacity

Purpose of projected Capital Improvements - 2036 through 2040? - Check all that apply.

- Replace/Restore
- New Technology

Increased Capacity

Purpose of projected Capital Improvements from 2041 through 2045? - Check all that apply.

Replace/Restore

New Technology

Increased Capacity

To the best of my knowledge, the Financial Evaluation section is completed and accurate.

True

False

Do you have a collection system? *

Yes

No

Collection System

Including piping and lift stations.

This form is completed by [name]?

The person completing this form may receive Continuing Education Units (CEUs).

Tyler Pritchett

Part I: SYSTEM DESCRIPTION

Please answer the following questions regarding SYSTEM DESCRIPTION.

What is the largest diameter pipe in the collection system?

Please enter the diameter in inches.

24

What is the average depth of the collection system?

Please enter the depth in feet.

9

What is the total length of sewer pipe in the collection system?

Please enter the length in miles.

88

How many lift/pump stations are there in the collection system?

4

What is the largest capacity lift/pump station in the collection system?

Please enter the design capacity in gpm.

500

Do seasonal daily peak flows exceed the average peak daily flow by 100 percent or more?

Yes

No

What year was your collection system first constructed?

This can be an approximate guess if you really are not sure.

1974

In what year was the largest diameter sewer pipe in the collection system constructed, replaced or renewed?

If more than one, cite the oldest.

2011

Part II: DISCHARGES

Please answer the following questions regarding DISCHARGES.

How many days last year was there a sewage bypass, overflow or basement flooding in the system due to rain or snowmelt?

0

How many days last year was there a sewage bypass, overflow or basement flooding due to equipment failure, except plugged laterals?

0

Sanitary Sewer Overflow (SSO)

Class 1 - a Significant SSO means a SSO backup that is not caused by a private lateral obstruction or problem that:

- (a) affects more than five private structures;
- (b) affects one or more public, commercial or industrial structure(s);
- (c) may result in a public health risk to the general public;
- (d) has a spill volume that exceeds 5,000 gallons, excluding those in single private structures; or
- (e) discharges to Waters of the State.

Class 2 - a Non-Significant SSO means a SSO or backup that is not caused by a private lateral obstruction or problem that does not meet the Class 1 SSO criteria

How many Class 1 SSOs were there in Calendar year 2025?

0

How many Class 2 SSOs were there in Calendar year 2025?

0

Please indicate what caused the SSO(s) in the previous 2 questions.

N/A

Please specify whether the SSOs were caused by contract or tributary community, etc.

N/A

Part III: NEW DEVELOPMENT

Please answer the following questions regarding NEW DEVELOPMENT.

Did an industry or other development enter the community or expand production in the past two years, such that flow or wastewater loadings to the sewerage system increased by 10% or more?

Yes

No

Are new developments (industrial, commercial, or residential) anticipated in the next 2 - 3 years that will increase flow or BOD5 loadings to the sewerage system by 25% or more?

Yes

No

What is the number of new commercial/industrial connections in 2025?

0

What is the number of new residential sewer connections added in 2025?

80

How many equivalent residential connections are served?

3806

Part IV: OPERATOR CERTIFICATION

Please answer the following questions regarding OPERATOR CERTIFICATION.

How many collection system operators do you employ?

6

What is the approximate population served?

12300

State of Utah Administrative Rules requires all public system operators considered to be in Direct Responsible Charge (DRC) to be appropriately certified at least at the Facility's Grade. List the designated Chief Operator/DRC for the Collection System by: First and Last Name, Grade, and email.

Grades: SLS17-1, Grade I, Grade II, Grade III, and Grade IV.

Tyler Pritchett, Grade III, tpritchett@lindon.gov

Please list all other wastewater collection system operators with DRC responsibilities in the field, by name and certification grade. Please separate names and certification grade for each operator by commas.

Grades: SLS17-1, Grade I, Grade II, Grade III, and Grade IV.

Paul Miller, Grade II, Juan Garrido, Grade IV

Please list all other wastewater collection system operators by name and certification grade. Please separate names and certification grades for each operator by commas.

Grades: SLS17-1, Grade I, Grade II, Grade III, and Grade IV.

Matt Neer, Grade II, Cameron Hardman, Grade II, Matt Winward, Grade II

Is/are your collection DRC operator(s) currently certified at the appropriate grade for this facility?

Yes

No

Part V: FACILITY MAINTENANCE

Please answer the following questions regarding FACILITY MAINTENANCE.

Have you implemented a preventative maintenance program for your collection system?

Yes

No

Have you updated the collection system operations and maintenance manual within the past 5 years?

Yes

No

Do you have a written emergency response plan for sewer systems?

Yes

No

Do you have a written safety plan for sewer systems?

Yes

No

Is the entire collections system TV inspected at least every 5 years?

Yes

No

Is at least 85% of the collections system mapped in GIS?

Yes

No

Part VI: SSMP EVALUATION

Please answer the following questions regarding SSMP EVALUATION.

Have you completed a Sewer System Management Plan (SSMP)?

Yes

No

Has the SSMP been adopted by the permittees governing body at a public meeting?

Yes

No

Has the completed SSMP been public noticed?

Yes

No

When USMP to be PNed

When will the USMP be Public Noticed?

MM

09

/
DD

30

/
YYYY

2026

Continue 1

During the annual assessment of the SSMP, were any adjustments needed based on the performance of the plan?

Yes

No

What adjustments were made to the SSMP (i.e. line cleaning, CCTV inspections, manhole inspections, and/or SSO events)?

I&I study being performed to decrease the amount of wate coming into the system, more acoustic inspections done, lining 14 MH to eliminate infiltration and H2S.

During 2025, was any part of the SSMP audited as part of the five year audit?

Yes

No

If yes, what part of the SSMP was audited and were changes made to the SSMP as a result of the audit?

Entire document, no changes

Have you completed a System Evaluation and Capacity Assurance Plan (SECAP) as defined by the Utah Sewer Management Plan?

Yes

No

Does the collection system have more than 2,000 connections?

Yes

No

Has a fats, oil, and grease (FOG) or fats, oil, sand, and grease program been developed by the collection system?

Yes

No

Part VII: NARRATIVE EVALUATION

Please answer the following questions regarding NARRATIVE EVALUATION.

Describe the physical condition of the sewerage system: (lift stations, etc. included)

Overall good condition. Lift stations 4 and 5 have new pumps, new flow meter at LS-5, annual service of LS pumps by pump supplier contractors. Acoustic inspections of sewer system being done 100% every 2 years, MH inspection being done 100% every 2 years.

What sewerage system capital improvements does the utility need to implement in the next 10 years?

Manhole rehabilitation, redundant force main, pipe upsizing, pipe lining and I&I mitigation.

What sewerage system problems, other than plugging, have you had over the last year?

infiltration, lift station pump ragging, minor roots and grease buildup.

Is your utility currently preparing or updating its capital facilities plan?

Yes

No

Does the municipality/district pay for the continuing education expenses of operators?

100%

Partially

Does not pay

Is there a written policy regarding continued education and training for wastewater operators?

Yes

No

Do you have any additional comments?

No

To the best of my knowledge, the Collections System section is completed and accurate

True

False

Wastewater Treatment Options

You have either just completed or just bypassed questions about a Collection System. If this section was bypassed by mistake, in the next question you will have the option to return to the questions on a Collection System. If you are good with the progress up to now, next you will determine what kind of Wastewater Treatment you have, or you can choose NO Wastewater Treatment.

What kind of wastewater treatment do you have in your wastewater treatment system?

Mechanical Plant

Discharging Lagoon

Non-Discharging Lagoon

No Treatment of Wastewater

Collections (go back to Collections)

Adopt & Sign

I have reviewed this report and to the best of my knowledge the information provided in this report is correct. *

True

False

Has this been adopted by the Council? *

yes

No

Not Adopted by Council

What date will it be presented to the Council? *

MM

04

/
DD

06

/
YYYY

2026

22

End of Survey

This is the end of the survey. Please make sure you have submitted your responses for each section. Thank you for your participation.

Also, if you want a copy of your response to this survey you must click the button immediately below and you must do it before you submit the survey.

[Create your own Google Form](#)

Does this form look suspicious? [Report](#)

- 8. Review & Action: General Plan Amendment – MS Properties; Ordinance #2026-1-O.** The City Council will review and consider a request by MS Properties to amend the Lindon City General Plan Street Master Plan Map to remove portions of 1200 W. and 200 N. from the Streets Master Plan Map and to allow roadway alignments to be determined at the time of future development. The Planning Commission recommended approval of the changes.

Sample Motion: I move to (*approve, continue, deny*) Ordinance 2026-1-O (*as presented, or with changes*).

General Plan Street Master Plan Map Amendment

Date: March 2, 2026

Applicant: Martin Snow

City File Number: 26-006-6

Type of Decision: Legislative Council Action Required: Yes, the planning commission unanimously recommended approval.

Presenting Staff: Michael Florence



Summary of Key Issues

1. Whether to approve a request to amend the Lindon City Street Master Plan map to remove sections of the future 1200 W and 200 N. planned streets.

Overview

- MS Properties has made an application to remove a portion of 1200 W. and 200 N. from the street master plan map.
- In 2008, Lindon City approved a subdivision plat for the Lake View Industrial Park. With that plat, the City and Martin Snow entered into a development agreement. The agreement addressed the street section of 1200 W. highlighted in the aerial below. The agreement was that, if constructed, portions of 1200 W. would lack connections to the surrounding master plan roads, and the road would deteriorate due to heavy use by the business. It was decided that Mr. Snow would bond for the future improvements and construct the road at a later date when connecting roads are planned.



- The applicant is also requesting that the connecting future road between 1200 W. and Anderson Lane (approximately 200 N.) be removed from the street master plan map because it is not planned to connect to anything at this time.
- The applicant believes that there are some discrepancies on the lot lines for Anderson Lane. If the roads are removed from the Street Master Plan Map, then the applicant will work with Lindon City on improving Anderson Lane.
- A portion of 1200 W., north of Center Street, has already been constructed and will remain on the map.

General Plan

General plan considerations from the Transportation and Circulation Chapter

Implementation Measure: Ensure that decisions regarding future land development and roadway construction are closely coordinated and mutually supportive.

Implementation Measure: Require new development to accommodate for a sufficient flow of traffic, right-of-way connections, and capacity.

Implementation Measure: Require appropriate rights-of-way to be dedicated to the city and roadway constructed with new development or when a property is changed to a more intensive use that would justify road construction, improvements, and dedication.

Staff Analysis

The area where 1200 W. is proposed is zoned Heavy Industrial, and 200 N. is Light Industrial. There is no new development proposed that would necessitate keeping these roads on the map. If the city council remove these streets from the map, then this item will come back to both bodies for consideration of removing the development agreement and allowing Mr. Snow to cancel his bond.

Motion

I move to (approve, deny, or continue) ordinance 2026-02-O to amend the Lindon City General Plan Street Master Plan Map with the following conditions:

1. Approval of the street master plan amendment is conditioned upon the approval and signing of the Settlement Agreement between Lindon City and MS Industrial Properties, LLC; and
2. Approval of the street master plan amendment is conditioned upon amending the 2008 development agreement between Lindon City and MS Industrial Properties, LLC; and
3. All items of the staff report

Exhibits

1. Aerial Photo
2. Street master plan map with highlighted section of streets to be removed
3. Ordinance

Exhibit 1



ORDINANCE NO. 2026-01-O

AN ORDINANCE OF THE CITY COUNCIL OF LINDON CITY, UTAH COUNTY, UTAH, AMENDING THE LINDON CITY GENERAL PLAN STREET MASTER PLAN MAP FOR PORTIONS OF 1200 W. AND 200 N. AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council is authorized by state law to amend the Lindon City General Plan; and

WHEREAS, on January 22, 2026, a land use application was submitted to Lindon City to amend and remove portions of 1200 W. and 200 N. from the General Plan Street Master Plan Map; and

WHEREAS, on February 10, 2026, the Planning Commission held a properly noticed public hearing to hear testimony regarding the General Plan amendment; and

WHEREAS, after the public hearing, the Planning Commission further considered the general plan map amendment, and recommended that the City Council adopt the modifications highlighted in the maps associated with this ordinance; and

WHEREAS, the City Council finds that certain changes are desirous in order to implement the City's general plan goals to ensure that decisions regarding future land development and roadway construction are closely coordinated and mutually supportive.; and

WHEREAS, the City Council finds that certain changes are desirous in order to implement the City's general plan goal to require appropriate rights-of-way to be dedicated to the city and roadway constructed with new development or when a property is changed to a more intensive use that would justify road construction, improvements, and dedication. ; and

WHEREAS, the Council held a public hearing on March 2, 2026, to consider the recommendation and the Council received and considered all public comments that were made therein; and

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

SECTION I: The Lindon City General Plan Street Master Plan Map is hereby amended as follows in Exhibits A and B:

Exhibit A – Highlight roads to be removed from the General Plan Street Master Plan Map



Exhibit B – Aerial photo showing street sections to be removed by dashed lines



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

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

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

PASSED and ADOPTED and made EFFECTIVE by the City Council of Lindon City, Utah, this _____ day of _____, 2026.

Carolyn O. Lundberg, Mayor

ATTEST:

Britni Laidler,
Lindon City Recorder

SEAL

- 9. Review & Action: Development Agreement – Westland Development; Resolution #2026-7-R.** Troy Dana requests approval and amendment to the 2025 Development Agreement to propose changes to the building design for the properties located at 231 S. 800 W., 345 S. 800 W., and 338 S. 670 W. The original development agreement was never signed by the developer, and the developer is now requesting to amend and continue the original agreement. The Planning Commission recommended approval of the changes.

Sample Motion: I move to (*approve, continue, deny*) Resolution 2026-7-R (*as presented, or with changes*).

Amended Development Agreement for Westland Development

Date: March 2, 2026

Project Address: 231 S. 800 W.,
345 S. 800 W., 338 S. 670 W.

Applicant: Westland Development
Property Owner: Mecca Holdings,
LLC

General Plan: Flex-Office

Current Zone: Regional
Commercial

Parcel ID(s): 17:015:0076,
45:386:0015, 45:329:0013

Acres: 6.8333

Type of Decision: Legislative
Council Action Required: Yes, the
Planning Commission unanimously
recommended approval.

Presenting Staff: Michael Florence



Summary of Key Issues

- A request to the City Council regarding an amendment to the Development Agreement with Westland Development for the properties located at 231 S. 800 W., 345 S. 800 W., and 338 S. 670 W.
- The developer has proposed changes to the building design that differ from what was previously approved as part of the development agreement. The updated renderings do not reflect the same level of commercial design standards originally presented.
- The original decision to rezone the property from Research and Business to Regional Commercial was based on the architectural design and site layout presented at the time of development agreement approval.
- The city council should consider whether the zoning decision would have been the same had the revised building design been presented at the time of the rezoning and approval of the development agreement.
- Due to the length of this report, staff have provided a link to the building renderings that were approved with the original development agreement: [Building Renderings](#)

Motion

I move to (approve, deny, or continue) Resolution 2026-07-R to amend the development agreement between Westland Development LLC and Lindon City.

Overview

- September 16, 2025, Lindon City Council approved a zone change for the properties located at 231 S. 800 W., 345 S. 800 W., and 338 S. 670 W. from Research and Business to Regional Commercial. The request received a positive recommendation from the Planning Commission. The belief was that this proposal would continue the overall success of the Canopy Business Park and meet the commercial design standards.
- The City Council also approved a development agreement on September 16, 2025. However, the developer never signed the development agreement.
- The Development Agreement established specific development requirements and permitted uses to ensure that future development would have minimal impacts on adjacent residential properties and to define applicable development regulations that would maintain the high commercial design standards for that zone.
 - Building renderings were approved by both the Planning Commission and City Council
- In the original development agreement, the developer was approved to construct four office/warehouse buildings of approximately 132,000 total square feet, for office, warehouse, retail, and manufacturing spaces on four separate pad sites.
- The developer is now proposing to construct 92,513 square feet. The difference is that originally, buildings A and B were two-story wood-frame buildings. The footprints of the buildings stay the same.
- The original and amended development agreement contain a provision that the developer needs to sign the agreement and record a subdivision plat within one year from the date the zoning was changed. The city council amended the zoning on September 16, 2025. Otherwise, the zoning reverts to the Research and Business zone.

Surrounding Zoning and Land Use

North: Residential Low – Single-family homes

East: Flex Office, Research & Business (RB) – Office buildings

South: Flex Office, Research & Business (RB) – Office buildings

West: Light Industrial, Light Industrial – Steel manufacturing plant

Development Agreement

Apart from the change to the overall square footage of the four proposed buildings and the renderings, none of the other specific developer obligations have been modified. Requirements related to permitted uses, building height, landscaping, fencing, buffers, lighting, outdoor storage, and building entrances remain unchanged. Please see Section D1 under “Terms” in the Development Agreement for the specific language.

Staff Analysis

*Due to the size and length of the previously approved renderings, the following link is provided:

[Building Renderings](#). Four of the previously approved renderings are included as Exhibit B.

The main differences in the originally approved renderings and the proposed rendering are as follows:

Approved Design	Proposed
<p>Materials and Colors</p> <ul style="list-style-type: none"> • The four buildings have a variety of material patterns of brick, hardi-board, ribbed metal, and traditional concrete tilt-up • Variety of colors that vary between buildings. 	<p>Materials</p> <ul style="list-style-type: none"> • *Since the planning commission meeting the developer has added some additional windows and stamped concrete on Building B's façade facing 800 W. All 4 buildings will be concrete tilt-up. The existing Canopy business park has a wide variety of buildings. Some of the Canopy buildings have a traditional concrete tilt-up look, but are designed as offices and not office/warehouse. They are also in a different zoning district. Canopy buildings are designed as an office use secondary research or warehouse uses. • Same color variation for each building
<p>Building and Roof Articulation</p> <ul style="list-style-type: none"> • The approved design has a lot of building wall plain articulation. Particularly, the two buildings closer to 800 W. • The roofs have parapet variations 	<p>Building and Roof Articulation</p> <ul style="list-style-type: none"> • *Since the planning commission meeting, the developer has provided some additional roof variation above the entrances. The wall planes have a small variation at the entrances, but all four buildings have the same arithmetic wall plane and no variations between buildings. Even though four of nine buildings at Canopy Business Park are similar they still have some variations between buildings.
<p>Building Trim</p> <ul style="list-style-type: none"> • The approved design provides a variety of trim on the parapets and color changes above the windows. 	<p>Building Trim</p> <ul style="list-style-type: none"> • There is a proposed trim on the parapet above the entrance and a small trim on the remaining roofline. There are also some proposed color treatments above some of the windows. Each entrance includes a canopy. Corner offices have a wrap-around canopy.

Architectural Requirements of the Regional Commercial Zone to Consider – 17.54.050

- *All building elevations shall be architecturally detailed, including non-street facing elevations.*
- *Building articulation is important to visually engage the populace. This can be accomplished through façade modulation, use of engaged columns or other expressions of the structural system, horizontal and vertical divisions through differing textures and materials.*
- *Variation in rooflines is appropriate through the use of dormer windows, overhangs, arches, stepped roofs, gables or similar devices.*
- *Avoid flat looking walls/façades and large, boxy buildings. Break up the flat front effect by introducing projecting elements such as wings, porticos, bay windows, trellises, pergolas, port-cocheres, awnings, recessed balconies and/or alcoves, cornices, or other offsets, changes in plane, and changes in height. Staggered bays will also contribute to a greater definition of a façade.*
- *Concrete tilt up construction is permitted when stamped, stained, or textured panels are used to add character and appeal to the building; wainscot is also recommended to break up the façade; use change of color or change of material to break up large walls of cement; plain cement panels without decorative features are not permitted; windows can also be used to add character and break up the wall area.*
- *No buildings shall have blank, flat walls.*
- *Vary colors and materials to break up the monotony in larger developments.*
- *Some form of detailing or fenestration should be used every fifteen feet (15') to twenty-five feet (25') along each side of small building (every thirty feet (30') to forty feet (40') for large buildings). Windows, doors, art or architectural detailing at the first floor level are all options for a blank wall.*
- *Utilize colors, textures, and changes in building material to give definition to the façade.*
- *Variations in rooflines through dormer windows, overhangs, arches, stepped roofs, gables or other similar devices promote visual interest.*
- *Parapets require cornice treatments.*

Staff Analysis

A comparison of the approved renderings with the current proposal shows differences in the buildings. These differences primarily relate to the amount of wall articulation, exterior wall materials, color schemes, and the level of design variation among the four buildings. The developer has been upfront with city staff about the design and the need to redesign the project. Staff do not feel like there was any intent to deceive the city on the changes.

Since meeting with the Planning Commission, the developer has incorporated additional windows and added a hardboard detail to the façade facing 800 W. All four proposed buildings will feature the same architectural design, with the exception of the façades facing 800 W.

It does appear that the new site plan is missing some landscaping around the buildings that were approved in the original design.

Regarding the architectural standards of the Regional Commercial Zone, building walls should avoid large, flat expanses and instead incorporate variations in color and materials to break up massing and provide visual interest. Materials should also create clear definition and articulation of the façade.

A few design items the developer and City Council could consider:

- Wider cornice treatment to match the entry parapet
- Varying the colors and materials so all four buildings aren't the same.
- Adding some canopies to the upper windows.
- The developer is opposed to this due to cost, but adding some additional wall variations back into the buildings

The main questions that need to be answered are:

- Is the city council happy with the new design?
- Would the decision of the city council have been the same had the revised building design been presented at the time of the rezoning and approval of the development agreement?

Exhibits

- A. Sample of Originally Approved Renderings
- B. Site Plan
- C. Proposed Building Renderings
- D. Development Agreement

Exhibit 1 - Renderings approved with the original development agreement



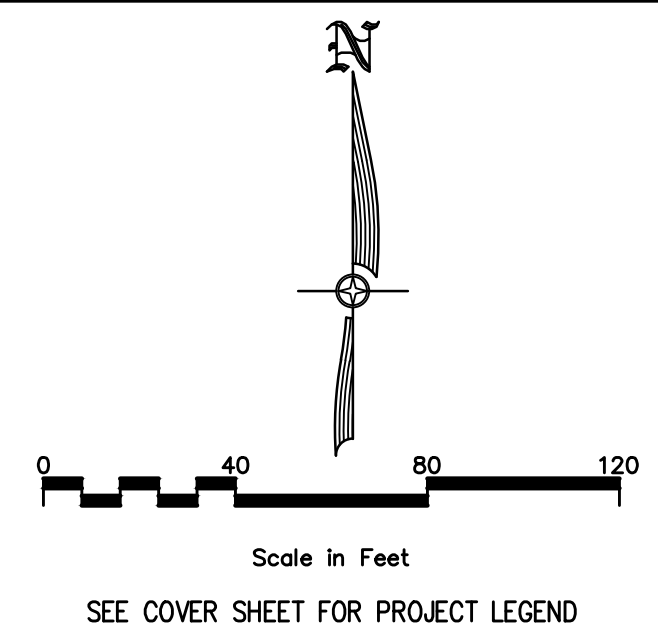
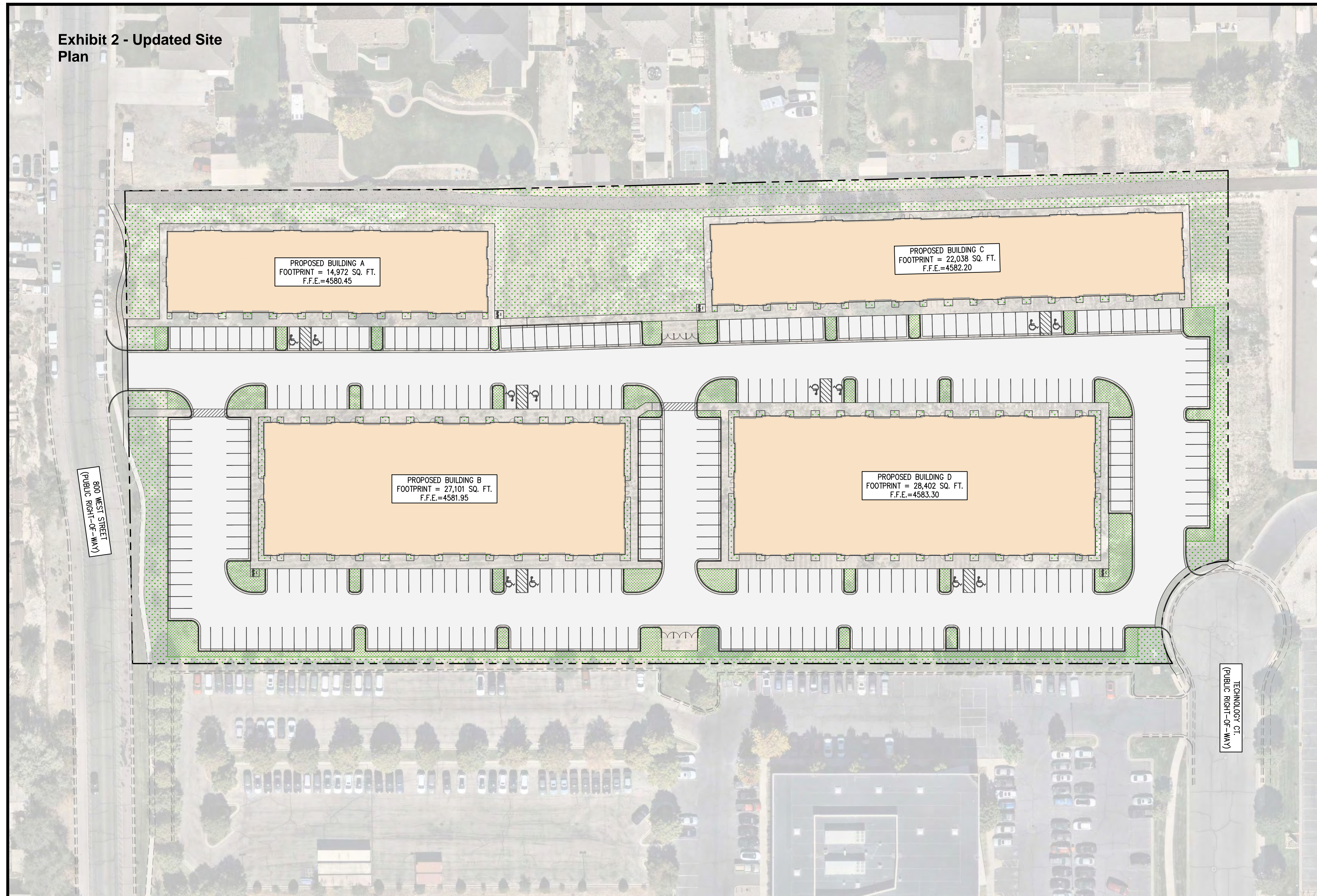








Exhibit 2 - Updated Site Plan



LOT AREAS:

LOT	SQ. FT.	ACRES.
BUILDING FOOTPRINT	92,513	2.124
ASPHALT	103,002	2.365
TOTAL LANDSCAPING	56,567	1.299
PARKING LANDSCAPING	13,084	0.300
REMAINING LANDSCAPING	43,483	0.998
CONCRETE	45,291	1.040
EX ASPHALT TRAIL	7,695	0.177

NOTE:

- ALL AREA CALCULATIONS ARE APPROXIMATE AND CAN CHANGE DUE TO CONSTRUCTION TOLERANCES.

LOT LANDSCAPING AREAS:

	SQ. FT.	CITY REQ'T
PARKING PROVIDED	322	40.0 SQ.FT. PER STALL
PARKING AREA LANDSCAPING	13,084	12,880 SQ. FT. REQ'D
TOTAL LANDSCAPING PROVIDED	56,567	19.02% PROVIDED

NOTES:

- PARKING AREA DOES NOT INCLUDE TRUCK MANEUVERING AREA OR LANDSCAPED BUFFER AS DIMENSIONED.
- LANDSCAPED AREAS DO NOT INCLUDE HARD SURFACE AREAS(WALKWAYS, BIKE RACKS, CURB & GUTTERS).
- ALL AREA CALCULATIONS ARE APPROXIMATE AND CAN CHANGE DUE TO CONSTRUCTION TOLERANCES.

LOT PARKING REQUIREMENTS:

	SQ. FT.	CITY REQ'T
WAREHOUSE	69,385	139 1 PER 500 SQ.FT.
OFFICE	25,750	74 1 PER 350 SQ.FT.
TOTAL REQUIRED	212	
TOTAL PROVIDED	322	
ACCESSIBLE SPACES	12	(8 REQ'D 301 TO 400)
BICYCLE SPACES	16	(8% OF STALLS OR 16 MAX)

NOTE:

- ALL AREA CALCULATIONS ARE APPROXIMATE AND CAN CHANGE DUE TO CONSTRUCTION TOLERANCES.
- BICYCLE CALCULATIONS - (326*0.8) = 26.08 OR MAX OF 16

NOT FOR CONSTRUCTION



1 NORTH ELEVATIONS - BLDGS A & C
PR200 1" = 20'-0"

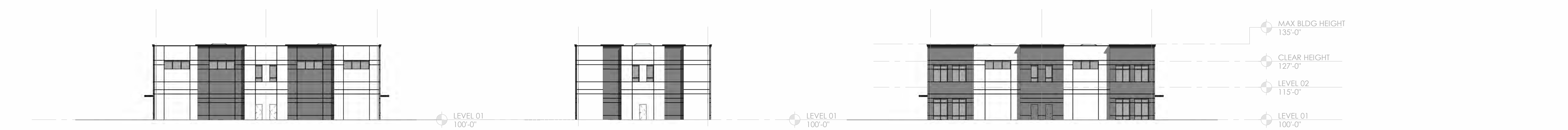


2 SOUTH ELEVATIONS - BLDGS A & C
PR200 1" = 20'-0"



5 WEST ELEVATIONS - BLDGS A & B
PR200 1" = 20'-0"

6 EAST ELEVATIONS - BLDGS A & B
PR200 1" = 20'-0"



7 WEST ELEVATION - BLDG D
PR200 1" = 20'-0"

9 EAST / WEST ELEVATION - BLDG C
PR200 1" = 20'-0"

8 EAST ELEVATIONS - BLDG D
PR200 1" = 20'-0"



3 NORTH ELEVATIONS - BLDGS B & D
PR200 1" = 20'-0"



4 SOUTH ELEVATIONS - BLDGS B & D
PR200 1" = 20'-0"

WEST LAND DEVELOPMENT - LINDON

OVERALL ELEVATIONS











WHEN RECORDED, RETURN TO:

Lindon City
100 N. State Street
Lindon, UT 84042

DEVELOPMENT AGREEMENT

The City of Lindon City, a Utah municipal corporation (the “City”), and Westland Development, LLC or assigns (the “Developer”), enter into this Development Agreement (this “Agreement”) this _____ day of _____, 20____ (“Effective Date”), and agree as set forth below. The City and the Developer are jointly referred to as the “Parties” and each may be referred to individually as “Party.”

RECITALS

WHEREAS, the Developer has under contract certain real property identified as Assessor’s Parcel Number(s) 17:015:0076, 45:386:0015, 45:329:0013 specifically described in attached Exhibit A (the “Property”); and

WHEREAS, the Lindon Planning Commission and City Council approved a Development Agreement with the Developer on September 16, 2025; however, the Developer did not execute the approved Development Agreement and has since submitted a land use application to Lindon City to amend that approval. Because the Developer never signed the original Development Agreement, this Agreement shall be a continuation of the originally approved agreement and reflects the parties’ intent to develop the Property in accordance with the amended Concept Site Plan attached as Exhibit B (the “Concept Site Plan”) and the amended Architectural Renderings attached as Exhibit C (the “Architectural Renderings”); and

WHEREAS, the City, acting pursuant to (1) its authority under Utah Code Annotated 10-9a-102(2) et seq., as amended, and (2) the Lindon City Municipal Code (the “City Code”), and in furtherance of its land use policies, goals, objectives, ordinances, resolutions, and regulations, the City has made certain determinations with respect to the proposed development of the Property and in exercise of its legislative discretion has elected to enter into this Agreement; and

WHEREAS, the Property is currently subject to the Zoning Ordinance of Lindon City and is within the Research and Business zone (the “R&B Zone”); and

WHEREAS, on July 31, 2025, the Developer submitted a land use application to amend the Lindon City General Plan Future Land Use Map and submitted a land use application to amend the Lindon City Zoning Map; and

WHEREAS, the Developer desires to make improvements to the Property in conformity with this Agreement and desires an amendment to the Lindon City General Plan Future Land Use Map on the Property from Flex Office to Flex Commercial; and

WHEREAS, the Developer desires to make improvements to the Property in conformity with this Agreement and desires a zone change on the Property from Research and Business (the

“R&B Zone” to Regional Commercial (the “RC Zone”); and

WHEREAS, the Developer and the City acknowledge that the development and improvement of the Property pursuant to this Agreement will provide certainty useful to the Developer and to the City in ongoing and future dealings and relations among the Parties; and

WHEREAS, the City has determined that the proposed development contains features which advance the policies goals and objectives of the Lindon City General Plan, encourage economic development, preserve and buffer existing neighborhoods, or contribute to capital improvements which substantially benefit the City and will result in planning and economic benefits to the City and its citizens; and

WHEREAS, this Agreement shall only be valid upon approval of such by the Lindon City Council (the “City Council”), pursuant to Resolution 2026-07-R, a copy of which is attached as Exhibit D and which replaces Resolution 2025-22-R, which adopted the original Agreement; and

WHEREAS, the City and the Developer acknowledge that the terms of this Agreement shall be enforceable and the rights of the Developer relative to the Property shall vest only if the City Council, in its sole legislative discretion, approves a general plan amendment for the Property currently designated at Flex Office to Flex Commercial and zone change for the Property currently zoned as Research and Business to a zone designated as Regional Commercial.

NOW THEREFORE, based upon the foregoing recitals and in consideration of the mutual covenants and promises contained set forth herein, the Parties agree as follows:

TERMS

A. Recitals; Definitions. The recitals set forth above are incorporated herein by this reference. Any capitalized term used but not otherwise defined in this Agreement shall have the meaning ascribed to such term in the Planning and Land Use Ordinance of Lindon City.

B. Enforceability. The City and the Developers acknowledge that the terms of this Agreement shall be enforceable, and the rights of the Developers relative to the Property shall vest, only if the City Council, in its sole legislative discretion, approves a zone change for the Property currently zoned as the Research and Business (R&B) Zone to a zone designated as Regional Commercial (RC) Zone.

C. Conflicting Terms. The Property shall be developed in accordance with the requirements and benefits provided for in relation to a Regional Commercial (RC) zone under the City Code as of the Effective Date. In the event of a discrepancy between the requirements of the City Code, including the Regional Commercial (RC) zone, and this Agreement shall control.

D. Developer Obligations:

1. The Developer agrees to construct the development consistent with the Concept Site Plan and Architectural Plans and the requirements set forth in this Agreement and the City Code.

2. The Developer will construct four office/warehouse buildings of approximately 132,000 total square feet, as identified in Exhibit B, for office, warehouse, retail, and manufacturing spaces on four separate pad sites. The buildings will be constructed with the design and materials as shown in Exhibit C, including the architectural requirements as found in the Regional Commercial zoning ordinance – 17.54.
3. The maximum height of any building will be thirty-five feet (35') to the top of the parapet. Buildings A and C will be setback a minimum of 30' from the residential zone.
4. A minimum seven-foot wall will be constructed as a buffer between the commercial and residential properties.
5. Only down-directed lighting will be permitted on the north elevation of buildings A and C. A photometric study will be provided for the development as part of the site plan approval review to ensure no light trespass or spill over into the residential neighborhood.
6. No overhead doors will be installed on the north elevations of Buildings A and C. Only Clerestory windows will be located on the north elevations of Buildings A and C. All overhead doors are required to be constructed of glass to increase the architectural design of the buildings.
7. Buildings A and B will have the west building entrances oriented to 800 W. to meet the architectural requirements of Lindon City Code 17.54.050
8. The area between Buildings A and C and the residential property boundary will be landscaped. Both sides of the trail will also be landscaped, where applicable. Trees meeting the City's development requirements will be planted every thirty feet along the length of buildings A and C.
9. No outdoor storage is permitted between the north elevation of Buildings A and C and the residential property boundary.
10. The zone map amendment is conditioned upon the applicant signing the development agreement, applying to amend the existing subdivision plats and parcel, approval of the subdivision by Lindon City, and the subdivision plat being recorded with the Utah County Recorder's Office within one year from the date the Lindon City Council approves the zone map amendment. In the event that the development agreement is not signed by the applicant, the property is not subdivided or the subdivision plat is not recorded within one year from approval by the Lindon City Council to amend the zoning of the property, then the Research and Business (R&B) zone will remain in effect.
11. The Developer shall be allowed to subdivide the development into two (2) legally platted lots for the ability to phase the development. The plats shall provide appropriate cross-access easements for vehicular and pedestrian circulation, emergency service access, and utility easements.
12. The Developer agrees that the following uses are prohibited:
 - a. Gasoline service station with convenience store.
 - b. Dance club/music venue.
 - c. Exhibit halls.
 - d. Convention centers.
 - e. Amusement parks.
 - f. Golf driving range. Indoor permitted
 - g. Recreation center/bowling lanes/roller skating rink.

h. Water slides.

E. City Obligations:

1. Development Review. The City shall review development of the Property in a timely manner, consistent with the City's routine development review practices and in accordance with all applicable laws and regulations.

F. Vested Rights and Reserved Rights .

1. Vested Rights. Consistent with the terms and conditions of this Agreement, City agreed Developer has the vested right to develop and construct the Property in accordance with: (i) the Regional Commercial zoning designation, subject to any express modifications contained herein; (ii) the City Code in effect as of the Effective Date and; (iii) the terms of this Agreement.

2. Reserved Rights. Developer acknowledges that the City is restricted in its authority to limit its police power by contract and that the limitations, reservations and exceptions set forth herein are intended to reserve to the City all of its police power that cannot be so limited. Notwithstanding the retained power of the City to enact such legislation under the police powers, such legislation shall only be applied to modify the vested rights of Developer under this Agreement and with respect to use under the zoning designations as referenced in *Section III.A.* above under the terms of this Agreement based upon the policies, facts and circumstances meeting the compelling, countervailing public interest exception to the vested rights doctrine in the State of Utah. Any such proposed change affecting the vested rights of the Property shall be of general application to all development activity in the City and Utah County (the "County"); and, unless in good faith the City declares an emergency, Developer shall be entitled to prior written notice and an opportunity to be heard with respect to the proposed change and its applicability to the Property under the compelling, countervailing public interest exception to the vested rights doctrine. The City shall have the right to enforce all provisions of the Lindon City Code, pursuant to the process and procedures outlined therein, unless such provision has been expressly modified by this Agreement. Nothing in the Agreement shall be interpreted or construed as a waiver by the City of governmental immunity or other statutory or constitutional rights of municipalities or local governments afforded to Lindon City under Federal, State or Local laws. The notice required by this paragraph shall be that public notice published by the City as required by State statute.

G. General Provisions.

1. Notices. All notices, filings, consents, approvals, and other communication provided for herein or given in connection herewith shall be validly given, filed, made, delivered or served if in writing and delivered personally or sent by registered or certified U.S. Postal Service mail, return receipt requested, postage prepaid to the following addresses or to such other addresses as either party may from time to time designate in writing and deliver in like manner. Any such change of address shall be given at least 10 days before the date on which the change is to become effective:

If to City: ATTN: Brian Haws
 City of Lindon
 100 N. State
 Lindon City, Utah 84042
 Attn: City Attorney

If to Developer: Westland Development, LLC, Attn: Troy Dana
 P.O. Box 1849
 Draper, UT 84020

2. Mailing Effective. Notices given by mail shall be deemed delivered 72 hours following deposit with the U.S. Postal Service in the manner set forth above.

3. No Waiver. Any party's failure to enforce any provision of this Agreement shall not constitute a waiver of the right to enforce such provision. The provisions may be waived only in writing by the party intended to be benefited by the provisions, and a waiver by a party of a breach hereunder by the other Party shall not be construed as a waiver of any succeeding breach of the same or other provisions.

4. Headings. The descriptive headings of the paragraphs of this Agreement are inserted for convenience only, and shall not control or affect the meaning or construction of any provision this Agreement.

5. Authority. The parties to this Agreement represent to each other that they have full power and authority to enter into this Agreement, and that all necessary actions have been taken to give full force and effect to this Agreement. Developer represents and warrants it is fully formed and validly existing under the laws of the State of Utah, and that it is duly qualified to do business in the State of Utah and is in good standing under applicable state laws. Developer and the City warrant to each other that the individuals executing this Agreement on behalf of their respective parties are authorized and empowered to bind the parties on whose behalf each individual is signing. Developer represents to the City that by entering into this Agreement Developer has bound all persons and entities having a legal or equitable interest to the terms of the Agreement as of the Effective Date.

6. Entire Agreement. This Agreement, together with the Exhibits attached hereto, documents referenced herein and all regulatory approvals given by the City for the Property contain the entire agreement of the parties with respect to the subject matter hereof and supersede any prior promises, representations, warranties, inducements or understandings between the parties which are not contained in such agreements, regulatory approvals and related conditions.

7. Amendment. This Agreement may be amended in whole or in part with respect to all or any portion of the Property by the mutual written consent of the parties to this Agreement or by their successors-in-interest or assigns. Any such amendment of this Agreement shall be recorded in the official records of the Utah County Recorder's Office.

8. Severability. If any of the provisions of this Agreement are declared void or unenforceable, such provision shall be severed from this Agreement. This Agreement shall otherwise remain in full force and effect provided the fundamental purpose of this Agreement and Developer's ability to complete the development of the Property as set forth in the Concept Plan is not defeated by such severance.

9. Governing Law. The laws of the State of Utah shall govern the interpretation and enforcement of the Agreement. The parties shall agree that the venue for any action commenced in connection with this Agreement shall be proper only in a court of competent jurisdiction located in Utah County, Utah. The Parties hereby expressly waive any right to object to such choice of law or venue.

10. Remedies. If a Developer alleges a breach of this Agreement by the City, the Developer entitled to the rights and remedies established by Municipal Land Use, Development Act as contained in Chapter 9a of Title 10 of the Utah state Code and is bound to comply with appeals process set forth in Chapter 17.09 of the Lindon City Code ,

11. Assignability. The rights, responsibilities, benefits, obligations, and burdens of Developer under this Agreement may be assigned in whole or in part by Developer upon providing the City prior written notice and upon receiving the City consent to the assignment, which shall not be unreasonably withheld. The City may object to and limit the assignment of the Agreement to a particular assignee, if the City can provide reasonable evidence that a proposed assignee does not have the necessary abilities to fulfill the Developer's obligations under the Agreement. The Developer may not assign any portion of this MDA without first securing and providing to the City an express written acceptance by the assignee of all obligations and burdens which have been, or may hereafter be, created under this Agreement, including the acceptance of all real, personal, tangible and intangible burdens and obligations.

11.1. Certain Sales not an Assignment. Developer's selling or conveying lots or condominium units in any approved Subdivision to users shall not be deemed to be an "assignment" subject to the above-referenced approval by the City unless specifically designated as such an assignment by Developer.

11.2. Related Party Transfer. Developer's transfer of all or any part of the Property to any entity "related" to Developer (as defined by regulations of the Internal Revenue Service), Developer's entry into a joint venture for the development of the Project or Developer's pledging of part or all of the Project as security for financing shall also not be deemed to be an "assignment" subject to the above-referenced conditions unless specifically designated as such an assignment by Developer. Developer shall give the City Notice of any event specified in this subsection within ten (10) days after the event has occurred. Such Notice shall include providing the City with all necessary contact information for the newly responsible party.

11.3. Notice. Developer shall give Notice to the City of any proposed assignment and provide such information regarding the proposed assignee that the City may reasonably request. Such Notice shall include providing the City with all necessary contact information for the proposed assignee.

11.4. Partial Assignment. If any proposed assignment is for less than all of Developer's rights and responsibilities as it relates to any Phase within the Property, then the assignee shall be responsible for the performance of each of the obligations contained in this Agreement to which the assignee succeeds. Upon any such partial assignment, Developer shall be released from any future obligations as to those obligations which are assigned but shall remain responsible for the performance of any obligations that were not assigned.

11.5. Assignee Bound by this Agreement. Any assignee shall consent in writing to be bound by the assigned terms and conditions of this Development Agreement as a condition precedent to the effectiveness of the assignment.

12. Binding Effect. The benefits and burdens of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors in interest and assigns. This Agreement shall be incorporated by reference in any instrument purporting to convey an interest in the Property.

13. No Agency Created. Nothing contained in the Agreement shall create any partnership, joint venture, or agency relationship between the parties.

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

[SIGNATURES TO FOLLOW ON NEXT PAGE]

EXHIBIT A

(Legal Descriptions of the Property)

Parcel Number: 17:015:0076

COM S 0 DEG 56' 1" E 221 FT & E 30.11 FT FR NW COR. SEC. 4, T6S, R2E, SLB&M.; N 89 DEG 47' 3" E 272.9 FT; S 0 DEG 21' 7" E 115.65 FT; S 88 DEG 55' 55" W 270.76 FT; N 1 DEG 23' 10" W 119.7 FT TO BEG. AREA 0.734 AC.



Parcel Number: 45:386:0015

LOT 15, PLAT B, LINDON GATEWAY SUBDV. AREA 2.613 AC.



EXHIBIT A

(Legal Descriptions of the Property)

Parcel 45:329:0013

LOT 13, PLAT A, LINDON GATEWAY SUBDV. AREA 3.486 AC.



EXHIBIT B

CONCEPT SITE PLAN

EXHIBIT C

ARCHITECTURAL RENDERINGS (Not all renderings are attached to this agreement, but are on file with the Lindon City Community Development Office)

EXHIBIT D
RESOLUTION 2026-07-R

RESOLUTION NO. 2026-07-R

A RESOLUTION APPROVING A DEVELOPMENT AGREEMENT BETWEEN WESTLAND DEVELOPMENT LLC AND LINDON CITY FOR PROPERTIES LOCATED AT 231 S. 800 W., 345 S. 800 W., 338 S. 670 W. (PARCEL #'s 17:015:0076, 45:386:0015, 45:329:0013) AND SETTING AN EFFECTIVE DATE.

WHEREAS, on July 31, 2025 Westland Development LLC filed a land use application to amend the Lindon City General Plan Future Land Use Map from Flex Office to Flex Commercial and amend the Lindon City zoning map from Research and Business to Regional Commercial for the properties located at 231 S. 800 W., 345 S. 800 W., 338 S. 670 W. (Parcel #'s 17:015:0076, 45:386:0015, 45:329:0013); and

WHEREAS, on August 13, 2025 Westland Development LLC filed a land use application for a development agreement for the above-mentioned properties and parcel numbers; and

WHEREAS, Westland Development LLC had prepared renderings and site plan exhibits to specify the building design, exterior building materials, and site layout and amenities of the proposed development; and

WHEREAS, Westland Development did not execute the approved development agreement and has since submitted a land use application to Lindon City on January 20, 2026 to amend that approval; and

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

WHEREAS, the City Council finds that the resulting development is consistent with the Lindon City General Plan in providing a development that is part of a well-planned campus-like setting with clear and consistent urban design, streetscape, architectural, and site design standards to ensure a unified and high-quality appearance; and

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

WHEREAS, this Resolution will replace Resolutionn 2025-22-R that was adopted with the original development agreement; and

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

NOW, THEREFORE, be it resolved by the Lindon City Council, that Mayor Carolyn Lundberg is

hereby authorized to review the Development Agreement, including all exhibits, and if found to be consistent with the terms and conditions presented this night, including such modifications as have been noted on the record, if any, to then sign and deliver said Agreement to Westland Development LLC, making such Agreement lawfully binding upon Lindon City.

PASSED AND RECORDED THIS _____ DAY OF _____, 2026.

Carolyn O. Lundberg
Mayor

ATTEST:

Britni Laidler
Lindon City Recorder

10. Review & Action: Amended Development Agreement – Nutricost Athletic Center; Resolution #2026-8-R. Jason Brown requests an amendment to the 2024 Development Agreement to reduce the lot open space landscaping requirement from 20% to 15% and to request approval of updated building renderings. The Planning Commission recommended approval of the changes.

Sample Motion: I move to (*approve, continue, deny*) Resolution 2026-8-R (*as presented, or with changes*).

Amended Development Agreement - Jason Brown, Nutricost Sports Facility

Date: March 2, 2026
Project Address: Approx 1300 W. 700 N.
Parcels: 14:050:0051

Applicant: Jason Brown
Property Owner: R A C PROPERTY LLC
General Plan: General Commercial
Current Zone: Mixed Commercial/Lindon Village
City File Number: 25-043
Type of Decision: Legislative, the planning commission unanimously recommended approval
Presenting Staff: Michael Florence



Summary of Key Issues

- **Request for Amendment:** Jason Brown is requesting an amendment to the 2024 approved development agreement to reduce the lot open space landscape requirement from 20% to 15% and to adopted updated building renderings.
- **Planning Commission Review:** On September 23, 2025, the planning commission was presented with the proposed development for site plan approval. The item was continued because the development did not meet the required 20% lot open space landscape requirement. The Planning Commission was open to considering an amendment to the development agreement during the site plan review, reducing the landscaping requirement to 15%. The difference between 20% open space landscape and 15% is approximately 15,661 square feet.
- **Landscape Requirements:**
 - To maintain consistent site design along the 700 N. corridor, the 2024 approved development agreement requires compliance with the Lindon Village zone site standards and the Lindon City Commercial Design Standards. The Lindon Village site requirements require a minimum of 20% open space landscape for the lot.
 - The applicant's plan provides 15% landscaping.
 - The developer has added planted boxes and benches to the concrete areas in front of the building, so this area can be counted toward the open space/landscape requirements.
- February 10, 2026 the planning commission recommended approval of the amended development agreement and gave site plan approval contingent upon the council amending the development agreement.

Municipal Codes

The Lindon Village code, 17.78.025, references the Commercial General zone when addressing landscaping as follows:

(5) Standards for landscaping, fencing and screening, storage and merchandise, maintenance of the premises, site lighting, and special provisions in the LVC zone shall be the same as the CG zones.

The Commercial General zone states the following for landscaping in 17.48.030:

(3) Open Space: A minimum of twenty percent (20%) of each lot shall be maintained in permanent landscaped open space.

Current Development Agreement Language Regarding Open Space

b. To maintain consistency with the design of the 700 N. corridor and vision the Lindon City General Plan and 700 N. Small Area Plan the site will be designed to meet the Lindon Village site requirements as found in Lindon City Code 17.48.025, Lindon City Land Development Policies, Standard Specifications and Drawings, and Lindon City Commercial Design Standards as it applies to site design.

Amended Development Agreement Subsection Language Regarding Open Space.

- 2(b)(i) The lot open space landscape requirement is reduced from twenty percent (20%) to fifteen percent (15%).
- 2(b)(ii) Landscape areas and fixtures are called out as shown on the updated site plan Exhibit E.

Remaining Items Addressed in the Development Agreement as Follows:

- Cornice treatments will be added to parapets without the sloped roof (Lindon Commercial Design Standard 5.2.8). The developer mentioned that these are already on the parapets but are difficult to see in the renderings.
- Decorative lighting will be used to highlight and articulate building facades (Lindon Commercial Design Standard 3.4.1). The developer is already planning on adding these items.

Staff Analysis

City staff have reviewed the updated site plan with the landscape areas and fixtures, and believe that if the council is willing to approve a reduction in landscaping, this plan still meets the intent of landscaping requirements of the zone, general plan, and commercial design standards.

For comparison, below is a list of developments in the Lindon Village zone. Some of these developments were previously zoned General Commercial but had the same 20% open space landscape requirement.

Development	Open Space Percentage
Tams/Zyto - 1126/1172 W. 700 N.	21%
Holiday Oil - 725 N. Geneva	25%
Grit Marketing - 775 N. Geneva	21.7%
Utah Valley Mortuary - 1966 W. 700 N.	42%
Bravo Event Center (formerly Noah's) - 1976 W. 700 N.	39.4%
Ruf Development - 1780/1810 W. 700 N.	34%

Motion

I move to (approve, deny, or continue) Resolution 2026-08-R to amend the 2024 development agreement between Jason Brown and Lindon City as presented (or listed changes).

Exhibits

1. Proposed Amended Development Agreement
2. Adopted Development Agreement

RESOLUTION NO. 2026-08-R

A RESOLUTION APPROVING AN AMENDMENT TO THE DEVELOPMENT AGREEMENT BETWEEN JASON BROWN AND LINDON CITY FOR PROPERTY IDENTIFIED BY PARCEL NUMBER 14:050:0051 AND SETTING AN EFFECTIVE DATE.

WHEREAS, on or about May 29, 2024 Jason Brown filed a land use application to enter into a development agreement with Lindon City; and

WHEREAS, on or about August 19, 2024 the Lindon City Council approved the development agreement, and

WHEREAS, on about August 5, 2025 Jason Brown signed the development agreement and such development agreement was recorded with the Utah County Recorders Office on August 26, 2025; and

WHEREAS, on or about July 30, 2025, Jason Brown applied for site plan approval from the Lindon City Planning Commission; and

WHEREAS, on or about September 23, 2025, the Lindon City Planning Commission was presented with the site plan application and continued the site plan approval because the development did not meet the minimum twenty percent (20%) open space landscape requirements as found in Lindon City Code 17.48.030; and

WHEREAS: during the site plan approval with the planning commission, the developer had also modified the site plan and building renderings that were presented to the planning commission. The updated site plan and renderings are part of the exhibits to the amended development agreement; and

WHEREAS, on or about November 5, 2025, Jason Brown filed a land use application to request an amendment to the development agreement with Lindon City to reduce the landscape open space percentage from twenty percent (20%) to fifteen percent (15%); and

WHEREAS, Jason Brown has prepared a site plan exhibit to specify the landscape percentage of 15% and amenity fixtures; and

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

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

WHEREAS: the parties seek to amend the Development Agreement subject to the Vested Rights as defined therein except as expressly modified in this Amendment; and

WHEREAS, the City Council has received a favorable recommendation from the Lindon City Planning Commission for the amended development agreement.

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

PASSED AND RECORDED THIS _____ DAY OF _____, 2026.

Carolyn O. Lundberg, Mayor

ATTEST:

Britni Laidler
Lindon City Recorder

WHEN RECORDED RETURN TO:

Lindon City
 Attn: Brian Haws
 100 N. State
 Lindon, UT 84042

FIRST AMENDMENT TO DEVELOPMENT AGREEMENT

This First Amendment to Development Agreement (“**First Amended Agreement**”) is made and entered into this ____ day of _____, 2026 (“**Effective Date**”), by and between Lindon City, a Utah municipal corporation (“**City**”) a Utah political subdivision, and Jason Brown, (“**Developer**”).

RECITALS

A. On or about August 8, 2025, City and Owner/Developer executed a Development Agreement (“**Development Agreement**”) for a real property development located at or near Utah County Parcel 14:050:0051, Lindon, Utah County, Utah, as more particularly described in Exhibit A (the “**Property**”).

B. Paragraph 6 of the Development Agreement provides in part that the Development Agreement may be amended by a subsequent written amendment signed by all Parties and may be modified by a written amendment agreed to and approved by the Parties.

C. The Developer desires to amend the Development Agreement as provided herein.

D. Developer hereby represents to the City that it is voluntarily entering into this First Amended Agreement.

E. Definitions. All capitalized terms used but not otherwise defined herein shall have the same meanings assigned such terms in the Agreement.

F. Subordination of Conflicting Terms. In the event of a conflict in the terms and conditions of this First Amendment with the terms and conditions of the Development Agreement, the terms and conditions of this First Amendment shall be binding and govern the conduct of the parties.

G. No Other Changes. All provisions in the Development Agreement as it may have been previously amended not specifically amended by this First Amendment shall remain in full force and effect.

H. The City, acting pursuant to its authority under the Utah Municipal Land Use, Development, and Management Act, Utah Code Ann. §10-9a-101, et seq., and its ordinances, resolutions, and regulations, and in furtherance of its land-use policies, has made certain

determinations with respect to the Property Project, and, in the exercise of its legislative discretion, has elected to approve this First Amended Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, City and Developer hereby amend the Development Agreement as follows:

1. Building renderings, design, and materials are updated and included as Exhibit D;
2. The site plan is updated and included as Exhibit E.
3. Paragraph 2(b) is amended to include the following terms and is inserted as follows:
 - 2(b)(i) The lot open space landscape requirement is reduced from twenty percent (20%) to fifteen percent (15%).
 - 2(b)(ii) Landscape areas and fixtures are called out as shown on the updated site plan Exhibit E.
4. The following items will be included in the final building plans:
 - a. Cornice treatments will be added to parapets without the sloped roof (Lindon Commercial Design Standard 5.2.8)
 - b. Decorative lighting will be used to highlight and articulate building facades (Lindon Commercial Design Standard 3.4.1).

All other provisions of the Development Agreement remain the same.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by and through their respective duly authorized representatives as of the day and year first written above.

Jason Brown

By: _____

Its: Jason Brown, Developer

Lindon City

Carolyn O. Lundberg, Mayor

Attest

Britni Laidler, City Recorder

STATE OF UTAH)
) ss.:
COUNTY OF UTAH)

On this _____ day of _____, 2026, appeared before me Carolyn O. Lundberg, personally known to me or identified on the basis of satisfactory evidence to be the mayor of Lindon City, who acknowledged to me that she executed the foregoing instrument on behalf of Lindon City.

Witness my hand and official seal:

Notary Public

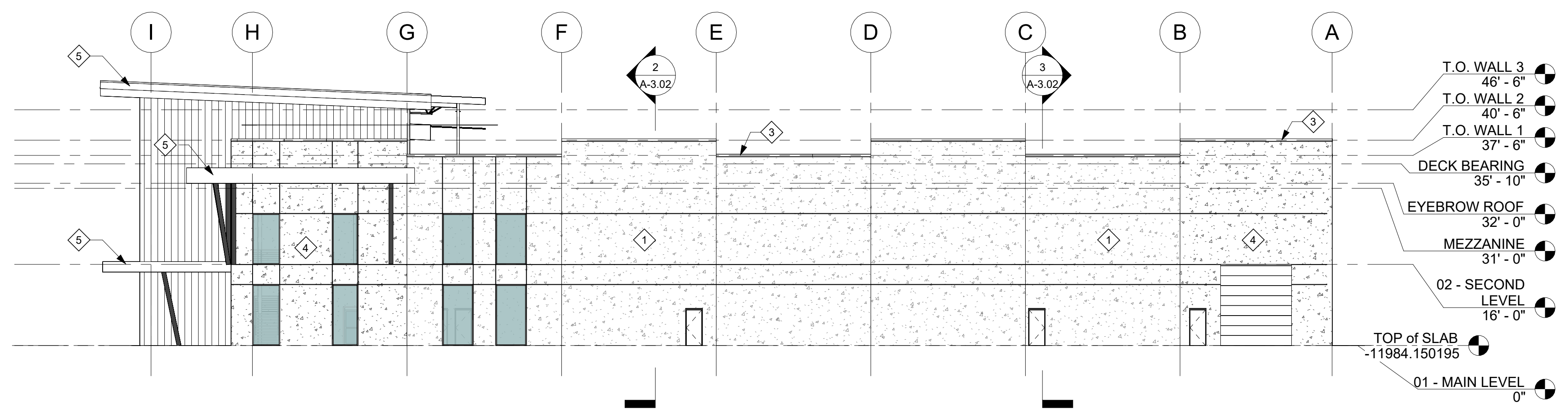
STATE OF UTAH)
)
COUNTY OF UTAH) ss.:

On this _____ day of _____, 2026, appeared before me Jason Brown, personally known to me or identified on the basis of satisfactory evidence who acknowledged to me that he executed the foregoing instrument.

Witness my hand and official seal:

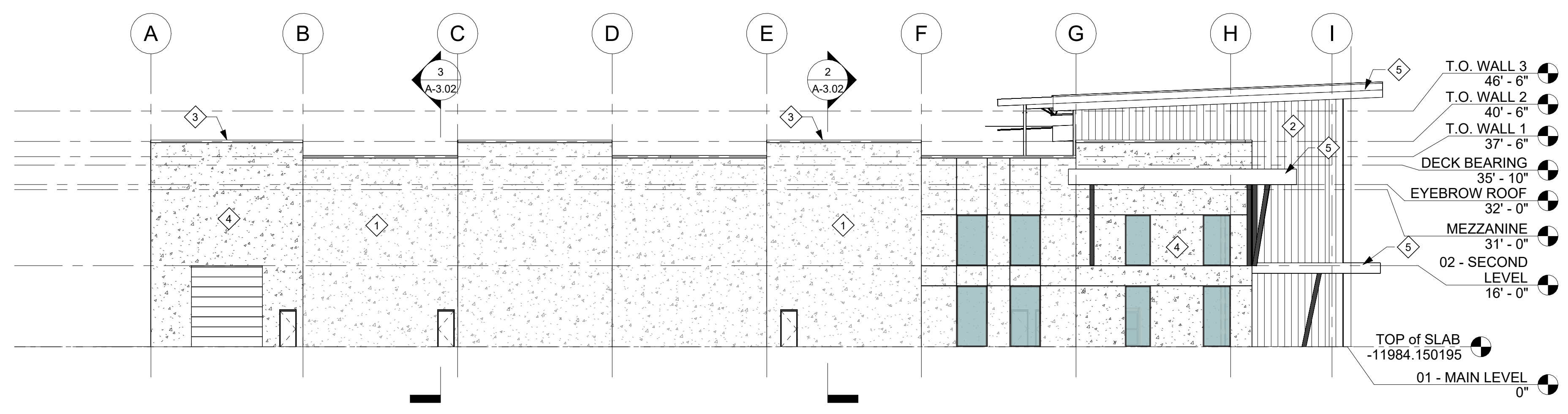
Notary Public

Exhibit D – Updated Building Design and Materials



- T.O. WALL 3 46' - 6"
- T.O. WALL 2 40' - 6"
- T.O. WALL 1 37' - 6"
- DECK BEARING 35' - 10"
- EYEBROW ROOF 32' - 0"
- MEZZANINE 31' - 0"
- 02 - SECOND LEVEL 16' - 0"
- TOP OF SLAB -11984.150195
- 01 - MAIN LEVEL 0"

EAST ELEVATION
SCALE: 1/16" = 1'-0" 4



- T.O. WALL 3 46' - 6"
- T.O. WALL 2 40' - 6"
- T.O. WALL 1 37' - 6"
- DECK BEARING 35' - 10"
- EYEBROW ROOF 32' - 0"
- MEZZANINE 31' - 0"
- 02 - SECOND LEVEL 16' - 0"
- TOP OF SLAB -11984.150195
- 01 - MAIN LEVEL 0"

WEST ELEVATION
SCALE: 1/16" = 1'-0" 3

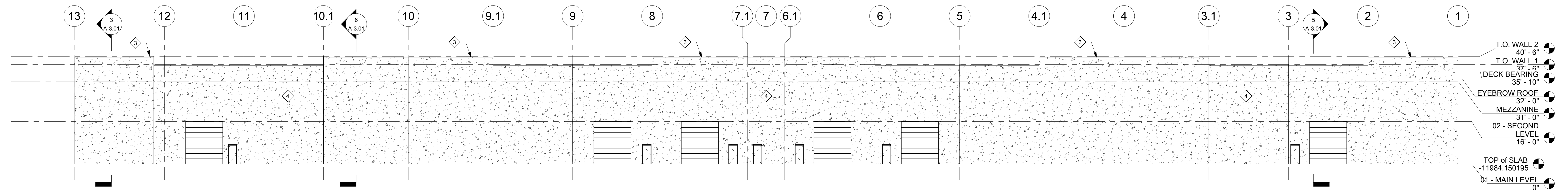
EXT. MATERIAL LEGEND

#	TYPE	BOND / STYLE	COLOR
1	METAL PANEL - LIGHT GRAY	N/A	DARK GRAY
2	METAL SIDING 12" STANDING METAL SEAM	VERTICAL	TBD
3	METAL PARAPET CAP	N/A	TBD
4	METAL PANEL - DARK GRAY	N/A	LIGHT GRAY
5	METAL FASCIA	N/A	TBD
6	STEEL COLUMN	N/A	TBD
7	WINDOW FRAME	N/A	TBD

NOTE: COLORS ON ALL MATERIALS SHALL BE BY ARCHITECT.

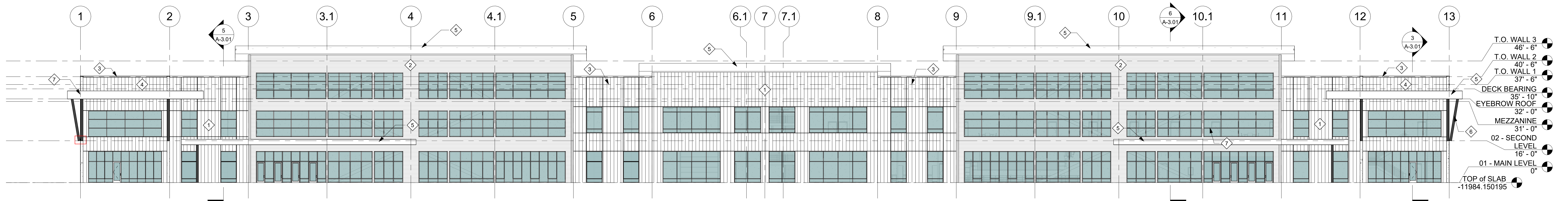
EXTERIOR GLAZING %

ORIENTATION	TOTAL WALL AREA	TOTAL GLAZING AREA	%
NORTH	N/A	N/A	N/A
EAST	3,763 SF	271 SF	7%
SOUTH	8,375 SF	4,642 SF	55%
WEST	3,763 SF	271 SF	7%



- T.O. WALL 2 40' - 6"
- T.O. WALL 1 37' - 6"
- DECK BEARING 35' - 10"
- EYEBROW ROOF 32' - 0"
- MEZZANINE 31' - 0"
- 02 - SECOND LEVEL 16' - 0"
- TOP OF SLAB -11984.150195
- 01 - MAIN LEVEL 0"

NORTH ELEVATION
SCALE: 1/16" = 1'-0" 2



- T.O. WALL 3 46' - 6"
- T.O. WALL 2 40' - 6"
- T.O. WALL 1 37' - 6"
- DECK BEARING 35' - 10"
- EYEBROW ROOF 32' - 0"
- MEZZANINE 31' - 0"
- 02 - SECOND LEVEL 16' - 0"
- 01 - MAIN LEVEL 0"
- TOP OF SLAB -11984.150195

SOUTH ELEVATION
SCALE: 1/16" = 1'-0" 1

NUTRICOST ATHLETIC CENTER

490 WEST 700 NORTH, LINDON, UTAH

NOT FOR CONSTRUCTION - 60% REVIEW SET

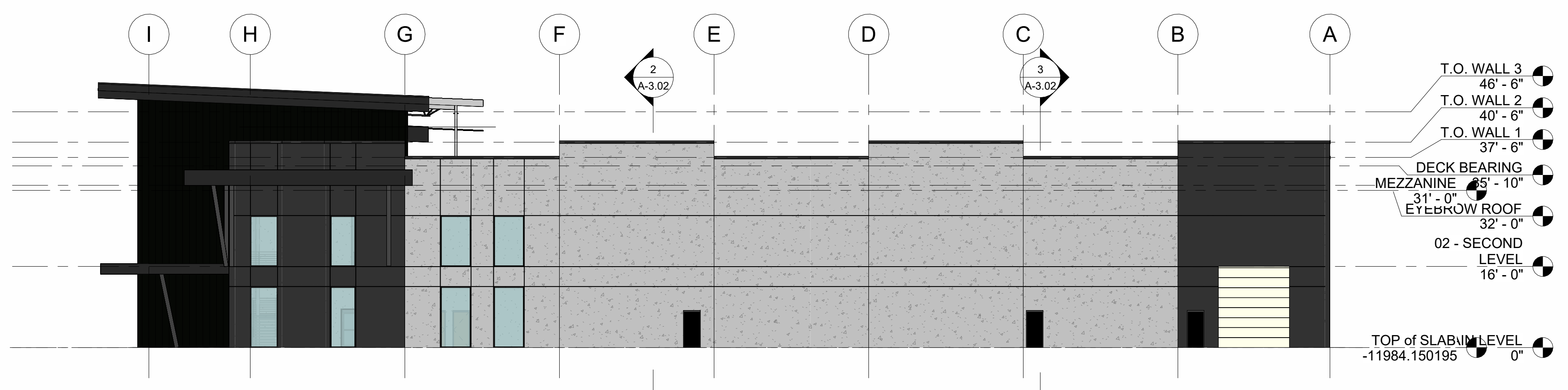
DATE	ISSUE/REVISION

PROJECT NO.	
DATE	09.15.25
DRAWN BY	BCS
CHECKED BY	SSW
SHEET DESCRIPTION	EXTERIOR ELEVATIONS
SHEET NUMBER	

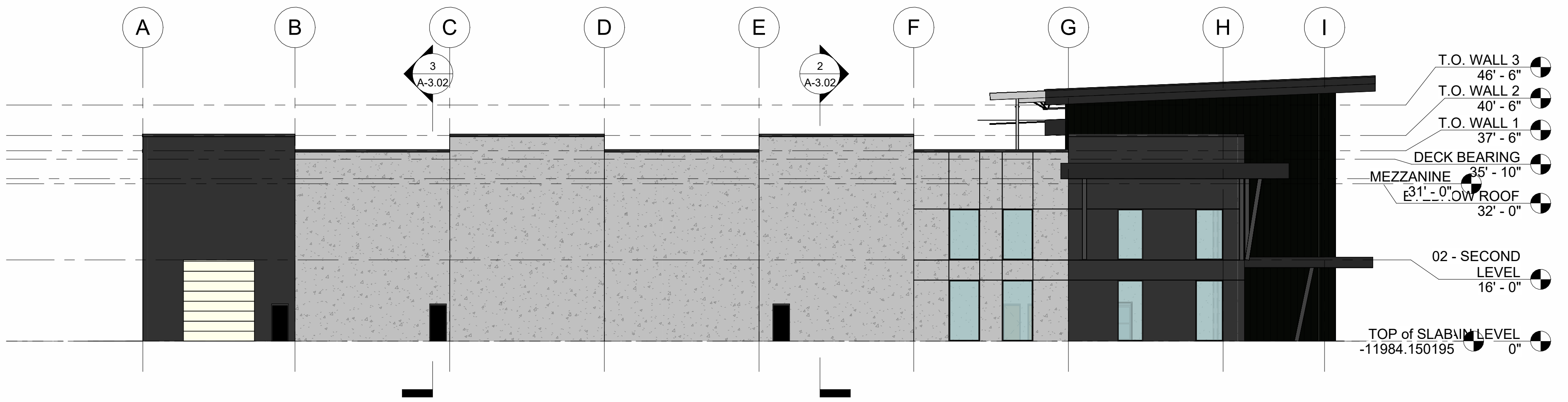
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- SHEET NOTES**
- GENERAL CONTRACTOR SHALL VERIFY ALL CONDITIONS, DIMENSIONS, AND ASSEMBLIES PRIOR TO CONSTRUCTION. REPORT ANY SIGNIFICANT DISCREPANCIES TO THE ARCHITECT.
 - EXPOSED CONCRETE FOUNDATION AND RETAINING WALLS TO RECEIVE RUBBED FINISH.
 - CONCRETE WALLS RETAINING EARTH (BELOW GRADE) TO RECEIVE TWO COATS OF BITUMINOUS DAMP PROOFING MATERIAL.
 - PROVIDE PRE-FINISHED NUMBERS ON THE FRONT EXTERIOR OF THE BUILDING INDICATING THE BUILDING ADDRESS NUMBER ASSIGNED BY THE CITY IN ACCORDANCE WITH CURRENT CITY ORDINANCE. COLOR OF PRE-FINISHED NUMBERS TO CONTRAST SIGNIFICANTLY WITH BACKGROUND COLOR OF EXTERIOR WALL. THAT ADDRESS MUST BE PERMANENTLY FASTENED TO THE EXTERIOR OF THE BUILDING PRIOR TO OCCUPANCY.
 - SEE STRUCTURAL, MECHANICAL, PLUMBING, AND ELECTRICAL SHEETS FOR ADDITIONAL INFORMATION.
 - EXTERIOR SIGNAGE: THE OWNER IS RESPONSIBLE TO OBTAIN A SEPARATE PERMIT FOR ANY EXTERIOR SIGNS IN ACCORDANCE WITH CURRENT CITY SIGN ORDINANCE. THE OWNER IS RESPONSIBLE TO CONTRACT DIRECTLY WITH SIGN VENDORS. SIGN VENDORS SHALL INSTALL THEIR RESPECTIVE SIGNAGE. THE CONTRACTOR IS RESPONSIBLE TO PROVIDE AND COORDINATE ALL BACKING AND POWER REQUIREMENTS FOR EACH SIGN.
 - NOT ALL SHEET NOTES ARE NECESSARILY USED ON EACH SHEET.
- GENERAL NOTES**



EAST ELEVATION COLOR
SCALE: 1/16" = 1'-0" **4**



WEST ELEVATION COLOR
SCALE: 1/16" = 1'-0" **3**

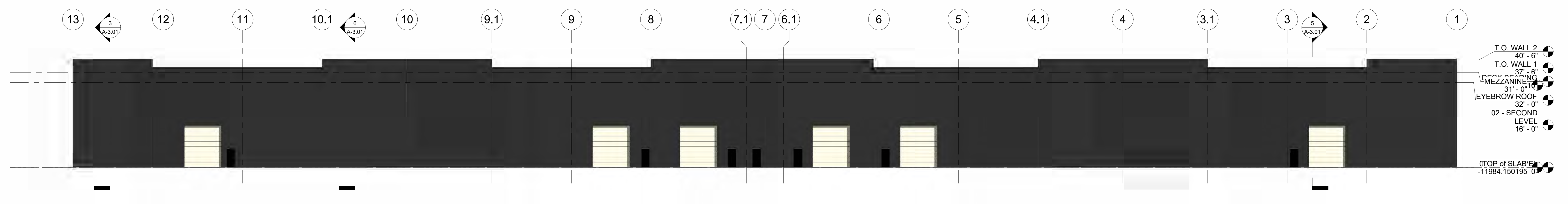
EXT. MATERIAL LEGEND

#	TYPE	BOND / STYLE	COLOR
1	METAL PANEL - LIGHT GRAY	N/A	DARK GRAY
2	METAL SIDING 12" STANDING METAL SEAM	VERTICAL	TBD
3	METAL PARAPET CAP	N/A	TBD
4	METAL PANEL - DARK GRAY	N/A	LIGHT GRAY
5	METAL FASCIA	N/A	TBD
6	STEEL COLUMN	N/A	TBD
7	WINDOW FRAME	N/A	TBD

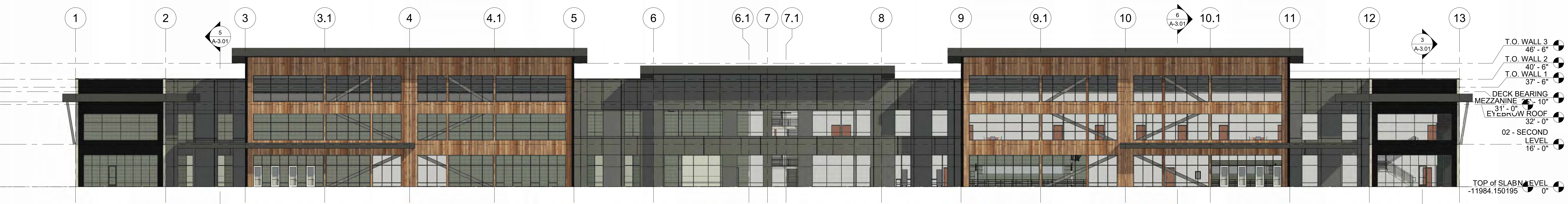
NOTE: COLORS ON ALL MATERIALS SHALL BE BY ARCHITECT.

EXTERIOR GLAZING %

ORIENTATION	TOTAL WALL GLAZING AREA	TOTAL GLAZING AREA	%
NORTH	N/A	N/A	N/A
EAST	3,763 SF	271 SF	7%
SOUTH	8,375 SF	4,642 SF	55%
WEST	3,763 SF	271 SF	7%



NORTH ELEVATION COLOR
SCALE: 1/16" = 1'-0" **2**



SOUTH ELEVATION COLOR
SCALE: 1/16" = 1'-0" **1**

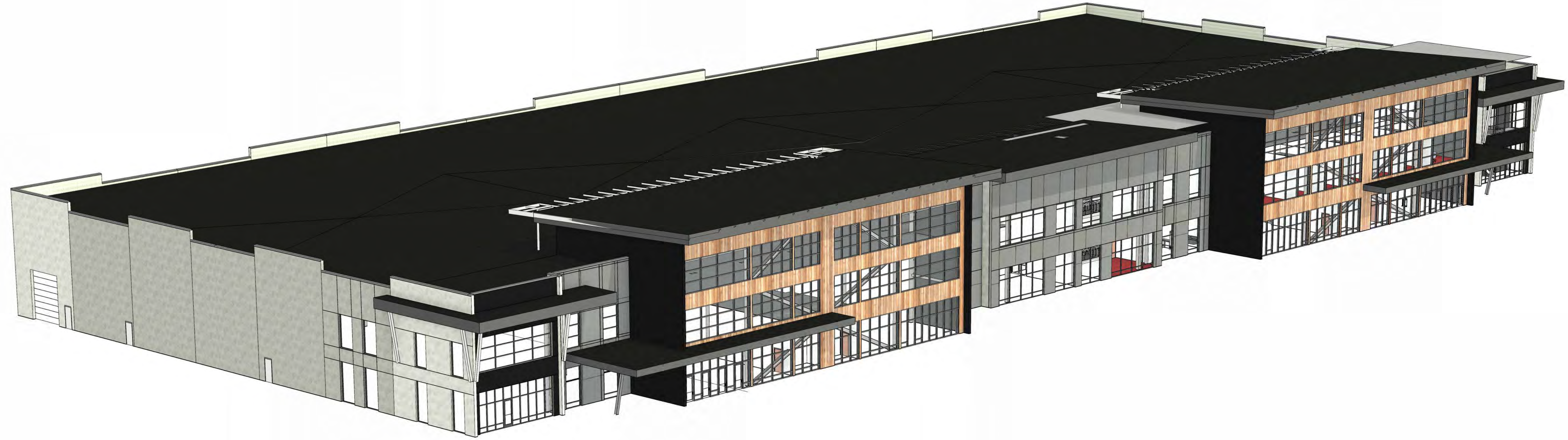
DATE	ISSUE/REVISION

PROJECT NO. -
DATE 09.15.25
DRAWN BY BCS
CHECKED BY SSW
SHEET DESCRIPTION EXTERIOR ELEVATIONS - COLOR
SHEET NUMBER



DESIGN GROUP

352 East 3200 North
Provo, UT 84604
Phone: 801.358.9840



3D View 2 | 2
SCALE:



3D View 1 | 1
SCALE:

NUTRICOST ATHLETIC CENTER

490 WEST 700 NORTH, LINDON, UTAH

NOT FOR CONSTRUCTION - 60% REVIEW SET

DATE ISSUE/REVISION

PROJECT NO. -

DATE 09.15.25

DRAWN BY BCS

CHECKED BY SSW

SHEET DESCRIPTION
3D ELEVATIONS

SHEET NUMBER

A-9.01

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DESIGN GROUP

352 East 3200 North
Provo, UT 84604
Phone: 801.358.9840



NUTRICOST ATHLETIC CENTER

490 WEST 700 NORTH, LINDON, UTAH

NOT FOR CONSTRUCTION - 60% REVIEW SET

DATE ISSUE/REVISION

PROJECT NO. -

DATE 09.15.25

DRAWN BY BCS

CHECKED BY SSW

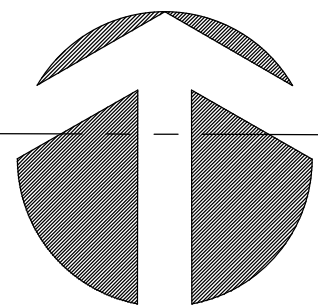
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RENDERING

SHEET NUMBER

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Exhibit E – Updated Site Plan



NORTH
1" = 30'

KEYED NOTES

- 1 Existing 24" curb and gutter to remain.
- 2 Existing Sidewalk to remain undisturbed.
- 3 Const. 6" concrete sidewalk.
- 4 Const. 24" curb and gutter. (carry curb)
- 5 Const. 24" curb and gutter. (shed curb)
- 6 Const. ADA ramp with necessary signage.
- 7 Const. ADA stalls and isle (2% max. grade).
- 8 Landscaped Area (refer to landscaping plan for details).
- 9 Bicycle parking rack. (10 spaces each)
- 10 Masonry enclosed, solid waste dumpster's with sight obscuring gates. Materials to be consistent with building materials and will meet or exceed Lindon City Standards.
- 11 Asphalt Paving (see paving detail)
- 12 Concrete Area
- 13 Parking Striping (white paint)
- 14 Landscape planters (see landscape plan for details)
- 15 benches (refer to landscape plan located and details)

Future Access to 490 West

S 89°42'35" E 660.26'

Proposed Building
118,464 sq.ft.

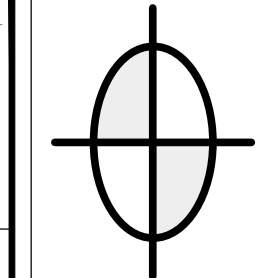
Total Area
313,242 sq.ft.
7.19 AC

2,000 sq.ft.

S 88°54'20" W 663.18'

700 North Street

700 North Street



DUDLEY AND ASSOCIATES
ENGINEERS PLANNERS SURVEYORS
353 EAST 1200 SOUTH, OREM, UTAH
801-224-1252

NUTRICOST SPORTS COMPLEX
Site Plan

Lindon

Revisions

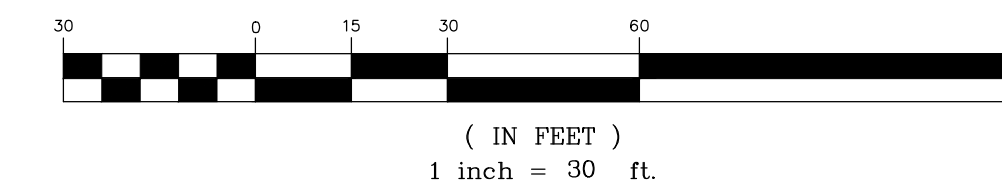
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2-5-2026
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1" = 30'
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TD
Tracing No.
L -

Sheet No.
C - 2.0

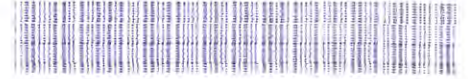
CAUTION!!! Notice to contractors

The Contractor is specifically cautioned that the location and/or elevation of existing utilities as shown on these plans is based on records of the various utility companies and where possible from measurements taken in the field. The information is not to be considered exact or complete. The Contractor must notify the utility location center at least 48 hours prior to any excavation to request the exact location of the utilities in the field. It shall be the responsibility of the Contractor to relocate all existing utilities which conflict with the proposed improvements shown on the plan.

GRAPHIC SCALE



Know what's below. 811
Call 811 before you dig.
BLUE STAKES OF UTAH
UTILITY NOTIFICATION CENTER, INC.
www.bluestakes.org
1-800-662-4111



ENT 64405-2025 PG 1 of 27
ANDREA ALLEN
UTAH COUNTY RECORDER
2025 Aug 26 08:54 AM FEE 40.00 BY KR
RECORDED FOR LINDON CITY

WHEN RECORDED, RETURN TO:

Lindon City
100 N. State Street
Lindon, UT 84042

DEVELOPMENT AGREEMENT

This Development Agreement ("Agreement") is made and entered into this 8th day of August, 2025, by and between JASON BROWN ("Developer") and the City of Lindon ("City") regarding development of real property identified by Parcel Number 14:050:0051, Lindon Utah ("Property"). See Exhibit A.

RECITALS

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

- A. The developer has under contract real property identified by Parcel Number 14:050:0051 which consists of 7.1907 acres and is more particularly described on Exhibit A, attached hereto and incorporated here by reference (the "Property").
- B. The Property is currently zoned as Lindon Village Commercial (LVC).
- C. On May 29, 2024, the Developer submitted a land use application to amend the Lindon City General Plan Future Land Use Map from Commercial Gateway to Mixed Commercial and amend the Lindon City Zoning Map from Lindon Village Commercial (LVC) to Mixed Commercial (MC).
- D. On May 29, 2024, the Developer also submitted a land use application for a development agreement with Lindon City.
- E. The Developer desires to construct an approximately 88,200 square foot indoor sports training and tournament facility with accompanying out parcel commercial pad sites. The purpose of the general plan and zoning map amendment requests is to allow the Developer to use fifty percent (50%) of the building as a sports training and tournament facility and fifty percent (50%) of the building for warehouse. Warehouse uses are not permitted in the Lindon Village Zone. Allowing the warehouse to be used as part of the building structure helps to offset the cost of the sports facility use. The developer anticipates as the sports training and tournament facility use gains interest then the warehouse use and floor area will be decreased incrementally until the entire building is used as a sports training and tournament facility.

- F. On August 19, 2024 the Lindon City Council approved an amendment to the Lindon City Future Land Use Map as shown on ordinance 2024-09-0 attached hereto as Exhibit B, subject to and conditioned upon the terms and conditions of this agreement.
- G. On August 19, 2024 the Lindon City Council approved a zone map amendment as shown on ordinance 2024-10-0 attached hereto as Exhibit C, subject to and conditioned upon the terms and conditions of this agreement.
- H. The Developer is willing to design and construct the building elevations and site in accordance with Exhibits D and E, attached hereto and Section 2b as found in this agreement.
- I. The City Council has further authorized the Mayor of Lindon City to execute and deliver this agreement on behalf of the City.
- J. The City has the authority to enter into this agreement pursuant to Utah Code Section 10-9a-102(2) and relevant municipal ordinances and desire to enter into this agreement with the Developer for the purpose of guiding the development of the Property in accordance with the terms and conditions of this Agreement and in accordance with applicant City ordinances.
- K. The Parties desire to enter into this Agreement to specify the rights and responsibilities of the Developer to develop the Property as expressed in this Agreement and the rights and responsibilities of the City to allow and regulate such development pursuant to the requirements of this Agreement.
- L. The Parties understand and intend that this agreement is a “development agreement” with the meaning of, and entered into pursuant to, the terms of Utah Code Ann.,

AGREEMENT

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

1. Incorporation of Recitals. The foregoing Recitals are hereby incorporated into this Agreement as a substantive part hereof.
2. General Terms. The City approves the Lindon City General Plan Future Land Use Map amendment from Commercial Gateway to Mixed Commercial and an amendment to the Lindon City Zoning Map from Lindon Village Commercial (LVC) to Mixed Commercial (MC) as shown in Exhibit B with the following terms and conditions.
 - a. The building will be constructed with the design and materials as shown in Exhibit D.
 - b. To maintain consistency with the design of the 700 N. corridor and vision the Lindon City General Plan and 700 N. Small Area Plan the site will be designed to

meet the Lindon Village site requirements as found in Lindon City Code 17.48.025, Lindon City Land Development Policies, Standard Specifications and Drawings, and Lindon City Commercial Design Standards as it applies to site design.

- c. No more than fifty percent (50%) of the building will be used as a warehouse use in conjunction with the sport training and tournament use.
- d. Developer agrees to use good faith and commercial reasonable efforts to ensure that the sports training and tournament use business is successful. However, in the event that the sports training and tournament use is terminated because it is not profitable to the Developer, the Developer agrees to redevelop the building into a minimum of three (3) storefront units that allow for office or retail space located at the primary entrance of the units facing 700 N. Upon redevelopment of the building, the parties agree that the future uses of the Property may come from any uses allowed in the LVC zone or the MC zone, with the following conditions and limitations:
 - i. At least fifty percent (50%) of the footprint square footage of the building will be dedicated to uses that are allowed in either the LVC zone or come from uses allowed in the MC zone and which fall within the stated purpose of promoting professional services, business service, retail services, or commercial related uses as indicated in § 17.50.020 of the Lindon code, MC - Mixed Commercial zone - Purpose;
 - ii. No more than fifty percent (50%) of the footprint square footage of the building will be dedicated to uses allowed in the MC zone and which fall within the stated purpose of promoting low intensity light industrial uses, (including warehouse), research uses, and development uses as indicated in § 17.50.020 of the Lindon Code, MC - Mixed Commercial zone - Purpose;
 - iii. Regardless of the uses allowed in the Mixed Commercial zone (MC), as found in the Lindon City Standard Land Use Table, the parties agree that the uses set for in Subsection (2)(e) of this Agreement, "Prohibited Uses", are not allowed on the Property and no portion of the building may be dedicated for such uses.
 - iv. Redevelopment of the building shall be subject to review and approval by the Lindon City Planning Commission as an amended site plan, but Developer shall be entitled to approval of the changes if they are consistent with this Agreement.
- e. Prohibited Uses
 - i. Outdoor storage for any uses allowed to occupy the building
 - ii. Manufacturing businesses such as ice, cabinets, candles, wax, stone, clay, glass, fabricated metals or metal/welding shop, or signs.
 - iii. Used cars/trucks – used vehicle sales lots;
 - iv. Auto lube, repair, body works, and tune-up;
 - v. Auto tire shops/tire sales/tire services;

- vi. Light equipment rental and leasing – automobile and light-truck rental;
 - vii. Assisted living facilities – large or small as defined by Chapter 17.72.
 - viii. Manufactured home sales
 - ix. Cigars and cigarettes
 - x. Disinfecting and exterminating
 - xi. Landscaping services, office and storage
 - xii. Peat extraction
 - xiii. Tattoo shop
- f. HVAC systems will not be placed on the building roof unless they are adequately screened from public view.
- g. To meet the requirements of the Mixed Commercial (MC) zone, the property will need to have a minimum of one hundred (100) feet of frontage along 700 N. and be subdivided as a flag lot. The one hundred (100) feet of frontage will only be used for property access, parking and traffic circulation.
- h. The zone map amendment is conditioned upon the applicant applying to subdivide the property, approval of the subdivision by Lindon City, and the subdivision plat being recorded with the Utah County Recorders Office within one year from the date the Lindon City Council approved the zone map amendment. In the event that the property is not subdivided and the subdivision plat not recorded within one year from approval by the Lindon City Council to amend the zoning of the property then the Lindon Village Commercial zone will remain in effect.
- i. Pedestrian access from 700 N. to the sports training and tournament facility will be provided.
3. Reserved Powers. The parties agree that the City reserves certain legislative powers to amend its Development Code to apply standards for development and construction generally applicable throughout the City. It is the intent of the Parties to vest the Developer with specific land use rights specifically defined in this Agreement and to require compliance by the Developer, their successors, heirs, designees, or assigns, with all other generally applicable standards, conditions, and requirements enacted to protect the health, safety, and welfare of the current and future residents of the City.
4. Binding Effect. This Agreement shall run with the land and be binding upon and inure to the benefit of the successors, heirs, designees, and assigns of the parties hereto, and to an entity resulting from reorganization, consolidation, or merger of any party hereto. All rights, responsibilities and obligations under this Agreement shall be assumed by an successors or assigns or the Developer as a condition to the sale or assignment of any portion of the Property.
5. Integration. This agreement constitutes the entire agreement and understanding between the parties, and supersedes any previous agreement, representation, or understanding between the parties relating to the subject matter hereof; provided however, that the

Development Code of the City shall govern procedures and standards for approval of all improvements and development contemplated herein.

- 6. Modifications In Writing. This Agreement may not be modified except by an instrument in writing signed by the parties hereto.
- 7. Governing Law. This Agreement shall be interpreted, construed, and enforced according to the laws of the State of Utah.
- 8. Cost of Enforcement. In the event of default on the part of any party this is Agreement, the defaulting party shall be liable for all costs and expenses incurred by the non-defaulting party in enforcing the provisions of this Agreement, whether or not legal action is instituted.
- 9. Notices. Any notices, requests and demands required or desired to be given hereunder shall be in writing and shall be served personally upon the party for whom intended, or if mailed, by certified mail, return receipt requested, postage prepaid, to such party at its address shown below:

To the Developer: Jason Brown
 652 N. 95 W.
 Lindon, UT 84042

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


LINDON CITY

DATED 8/8/25, 2025

Jason Brown

DATED 8/5/25, 2025

By: 
 CAROLYN LUNDBERG
 Lindon City Mayor

By: 
 Jason Brown
 Its: JASON BROWN

Attest:


 Britni Laidler, City Recorder

STATE OF UTAH)

:SS.

COUNTY OF UTAH)

On this 5 day of August, 2025, personally appeared before me, Jason Brown, known to be the individual described who executed the within and foregoing instrument, and who duly acknowledged to me that he executed the same.

Notary Public

My Commission Expires: 06-02-2029

Shelly Church
NOTARY

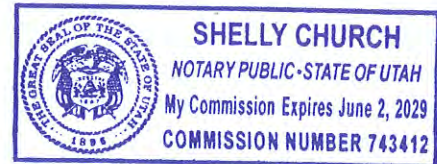
My Commission Expires _____

STATE OF UTAH)

:SS.

COUNTY OF UTAH)

On this 8th day of August, 2025, personally appeared before me, Carolyn Lundberg, known to be the individual described who executed the within and foregoing instrument, and who duly acknowledged to me that he executed the same.



Notary Public

My Commission Expires: 12-4-28

Britni Laidler
NOTARY

My Commission Expires 12-4-28

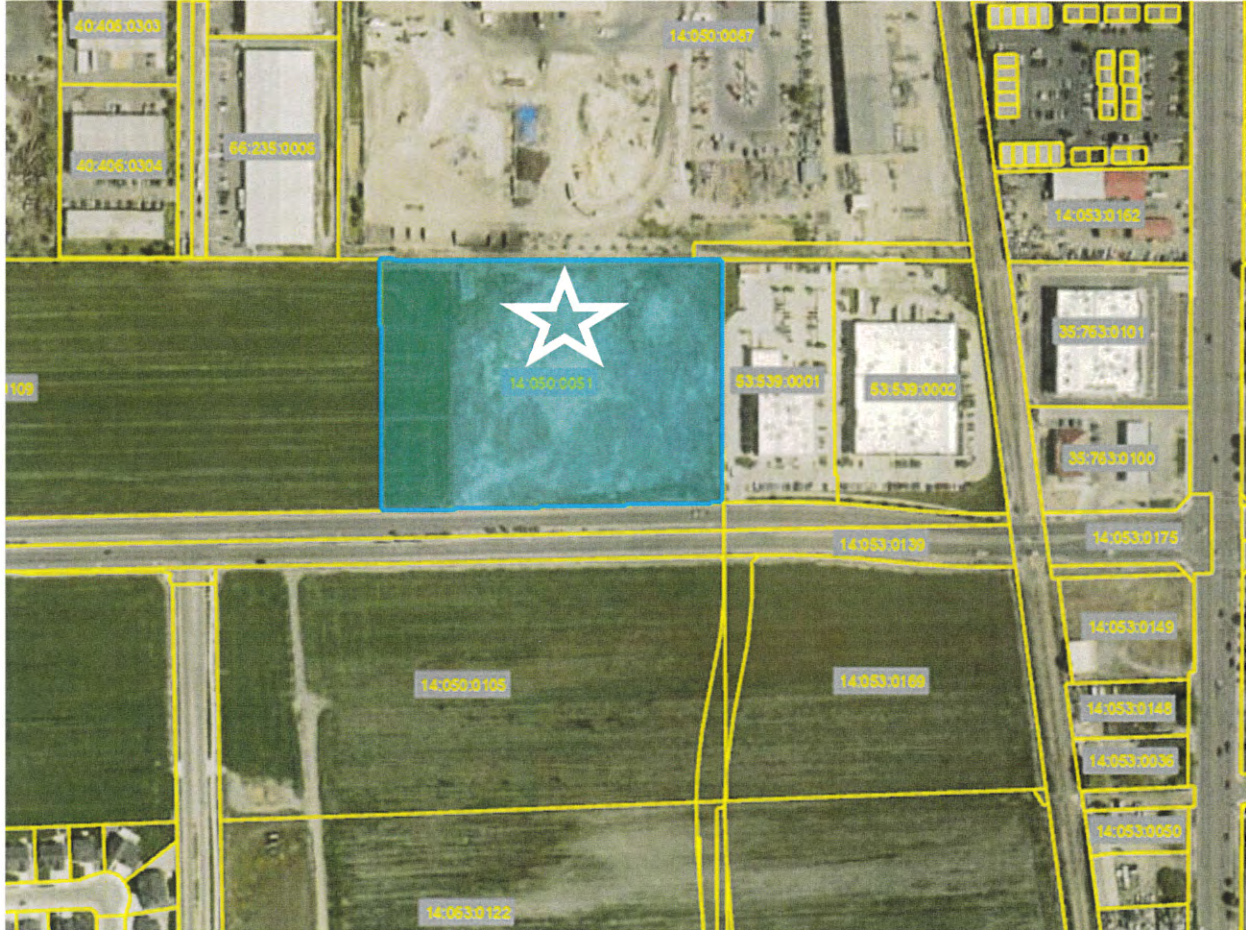


EXHIBIT A

Legal Description

Parcel Number: 14:050:0051

COM N 1020.95 FT & E 1986.49 FT FR SW COR. SEC. 29, T5S, R2E, SLB&M.; N 481.42 FT; S 89 DEG 42' 3" E 439.7 FT; S 89 DEG 43' 35" E 220.56 FT; S 0 DEG 20' 45" E 1 FT; S 0 DEG 20' 45" E 303.81 FT; S 0 DEG 20' 45" E 160.61 FT; S 88 DEG 54' 21" W 663.18 FT TO BEG. AREA 7.191 AC.



**NOT FOR CONSTRUCTION
10% REVIEW SET**

NUTRICOST ATHLETIC CENTER
OWNER ADDRESS
NOT FOR CONSTRUCTION - 10% REVIEW SET

Revision Date	Revision Number

PROJECT NO.	W2-2400
DATE	12.15.23
DRAWN BY	DW
CHECKED BY	SW

SHEET DESCRIPTION
3D ELEVATIONS

SHEET NUMBER

A-9.01



SCALE: 3D View 4 **2**



SCALE: 3D View 3 **1**

BLACK COLOR METAL TEXTURE



PATTERN POSSIBILITIES



GRAY COLOR METAL TEXTURE



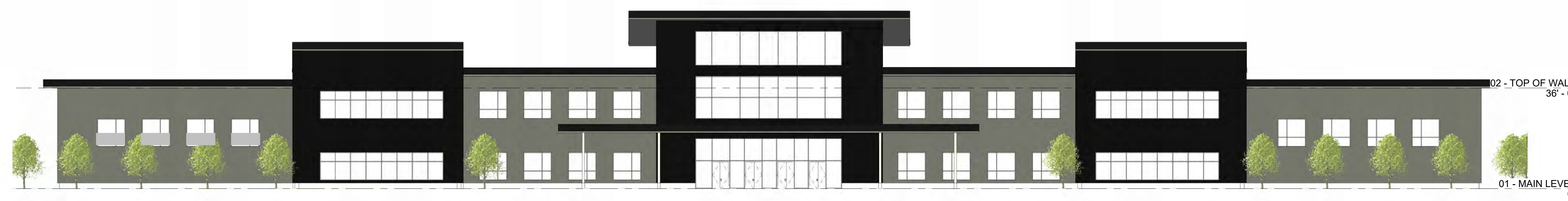


**NOT FOR CONSTRUCTION
10% REVIEW SET**

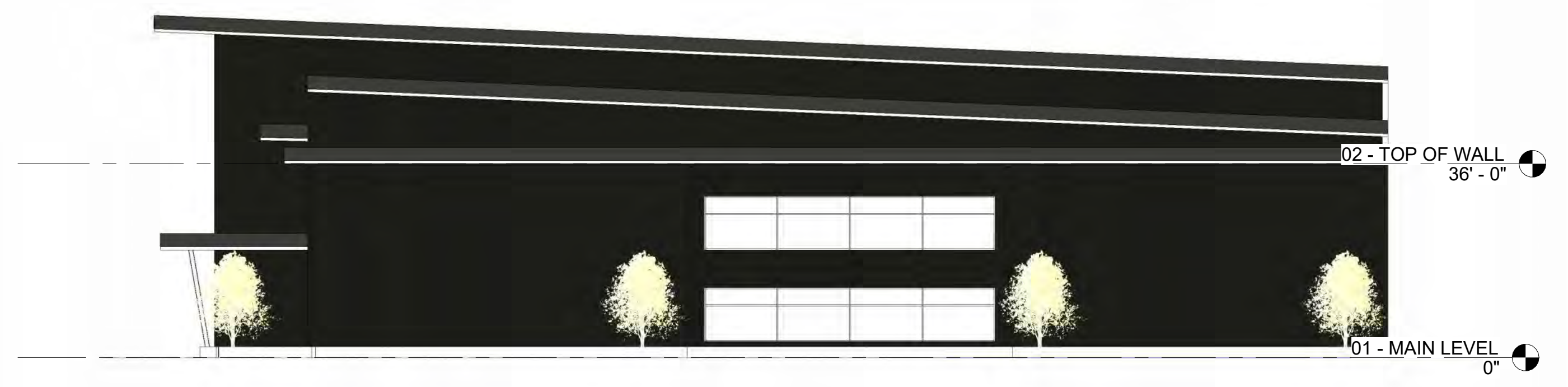
NUTRICOST ATHLETIC CENTER
OWNER ADDRESS
NOT FOR CONSTRUCTION - 10% REVIEW SET

GENERAL NOTES

- A. GENERAL CONTRACTOR SHALL VERIFY ALL CONDITIONS, DIMENSIONS, AND ASSEMBLIES PRIOR TO CONSTRUCTION. REPORT ANY SIGNIFICANT DISCREPANCIES TO THE ARCHITECT.
- B. EXPOSED CONCRETE FOUNDATION AND RETAINING WALLS TO RECEIVE RUBBED FINISH.
- C. CONCRETE WALLS RETAINING EARTH (BELOW GRADE) TO RECEIVE TOW COATS OF BITUMINOUS DAMP PROOFING MATERIAL.
- D. PROVIDE PRE-FINISHED NUMBERS ON THE FRONT, EXTERIOR OF THE BUILDING INDICATING THE BUILDING ADDRESS NUMBER ASSIGNED BY THE CITY IN ACCORDANCE WITH CURRENT CITY ORDINANCE. COLOR OF PRE-FINISHED NUMBERS TO CONTRAST SIGNIFICANTLY WITH BACKGROUND COLOR OF EXTERIOR WALL. THAT ADDRESS MUST BE PERMANENTLY FASTENED TO THE EXTERIOR OF THE BUILDING PRIOR TO OCCUPANCY.
- E. SEE STRUCTURAL, MECHANICAL, PLUMBING, AND ELECTRICAL SHEETS FOR ADDITIONAL INFORMATION.
- F. EXTERIOR SIGNAGE: THE OWNER IS RESPONSIBLE TO OBTAIN A SEPARATE PERMIT FOR ANY EXTERIOR SIGNS IN ACCORDANCE WITH CURRENT CITY SIGN ORDINANCE. THE OWNER IS RESPONSIBLE TO CONTRACT DIRECTLY WITH SIGN VENDORS. SIGN VENDORS SHALL INSTALL THEIR RESPECTIVE SIGNAGE. THE CONTRACTOR IS RESPONSIBLE TO PROVIDE AND COORDINATE ALL BACKING AND POWER REQUIREMENTS FOR EACH SIGN.
- G. NOT ALL SHEET NOTES ARE NECESSARILY USED ON EACH SHEET



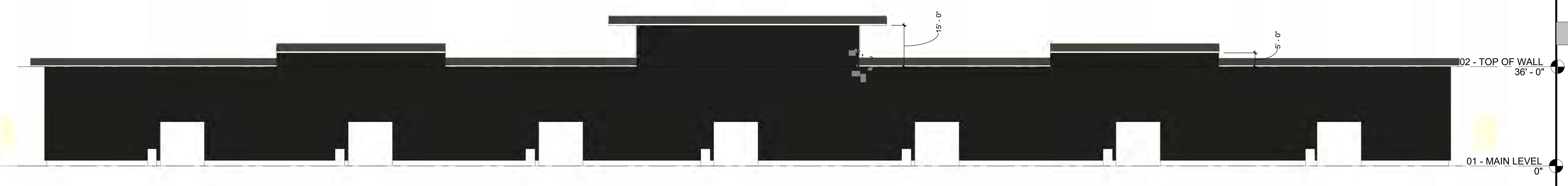
SOUTH ELEVATION
SCALE: 1" = 20'-0" **4**



EAST ELEVATION
SCALE: 1" = 20'-0" **3**



WEST ELEVATION
SCALE: 1" = 20'-0" **2**



NORTH ELEVATION
SCALE: 1" = 20'-0" **1**

EXTERIOR GLAZING %

ORIENTATION	TOTAL WALL AREA	TOTAL GLAZING AREA	%
NORTH	21,304 SF	6,555 SF	31%
WEST	7640 SF	1,080 SF	14%
EAST	7640 SF	1,080 SF	14%
SOUTH	20,060 SF	0 SF	0%

Revision Date	Revision Number

SHEET NOTES

PROJECT NO.	W2-2400
DATE	12.15.23
DRAWN BY	DW
CHECKED BY	SW
SHEET DESCRIPTION	EXTERIOR ELEVATIONS - COLOR
SHEET NUMBER	

A-2.04

LINDON REC FLEX SPACE - CONCEPT PLAN

490 West 700 North, Lindon, Utah

Located in the Southwest Quarter of Section 29,
Township 5 South, Range 2 East, Salt Lake Base and Meridian



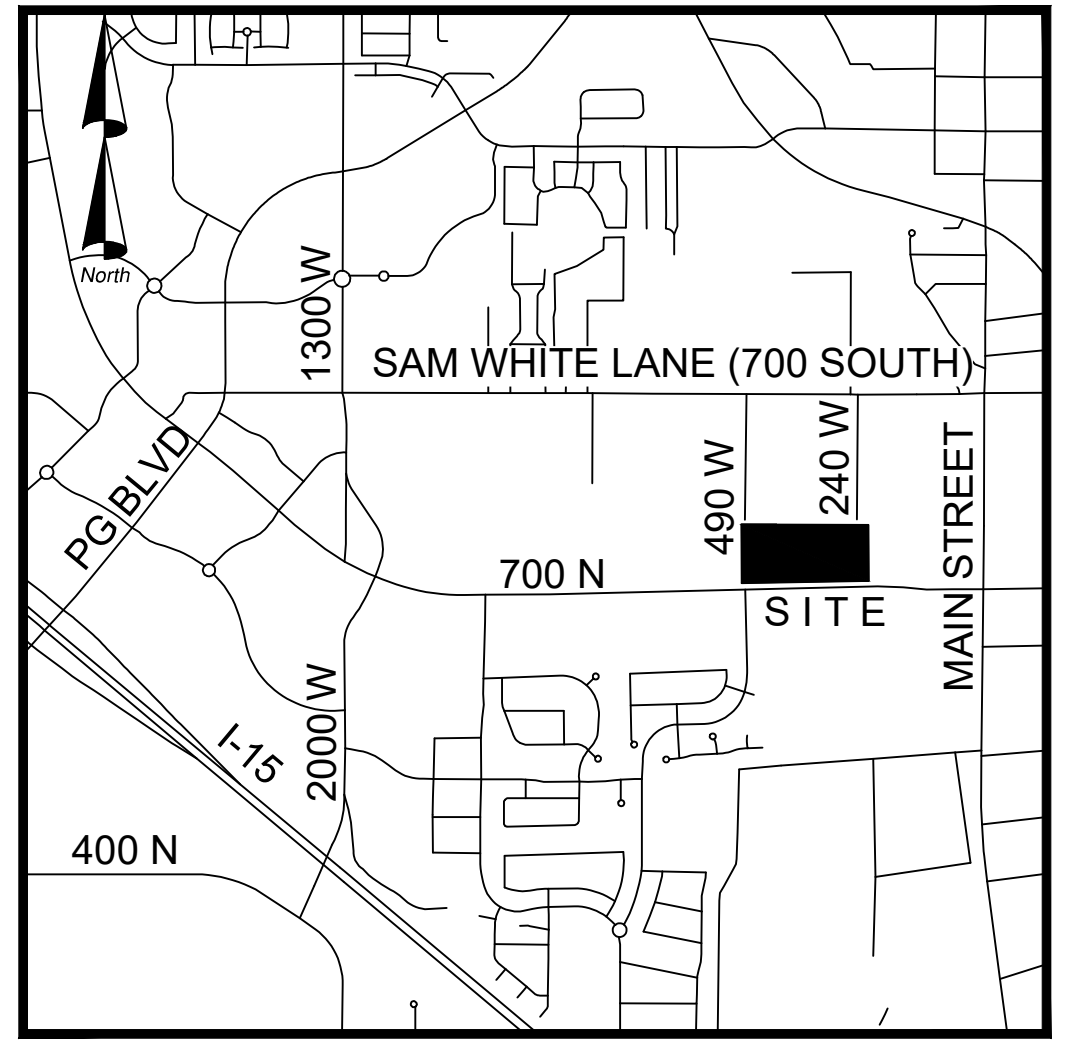
SITE INFORMATION:
Parcel Number: 14:050:0051 & 14:050:0109
Address: 490 West 700 North, Lindon, Utah

OWNER / DEVELOPER:
Openshaw Development - Charlie Openshaw
2230 North University Parkway, Suite 6D
Provo, UT 84604
801.367.1444
charlesopenshaw@gmail.com

SURVEYOR, ENGINEER, PLANNER:
A.L.M. & Associates, Inc - Mark Greenwood
2230 North University Parkway, Suite 6D
Provo, UT 84604
801.374.6262 MGreenwood@ALMonline.com

ZONING INFORMATION:
LVC - Lindon Village Commercial

TABULATIONS:
Development Area: 313,278.32 s.f. (100%)
Buildings: 96,584 s.f. (31%)
Landscape Area: 34,525 (11%)
Parking Shown: 470 stalls



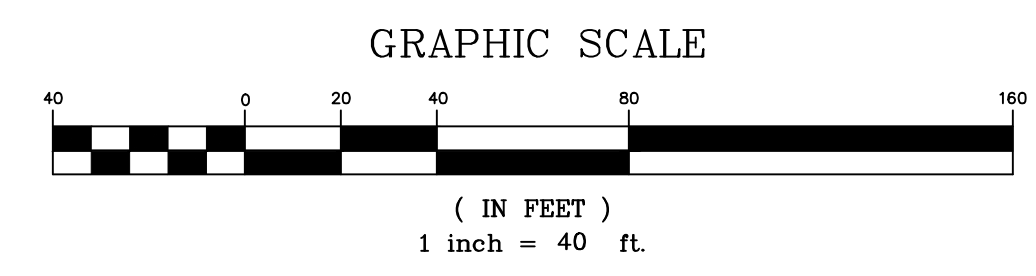
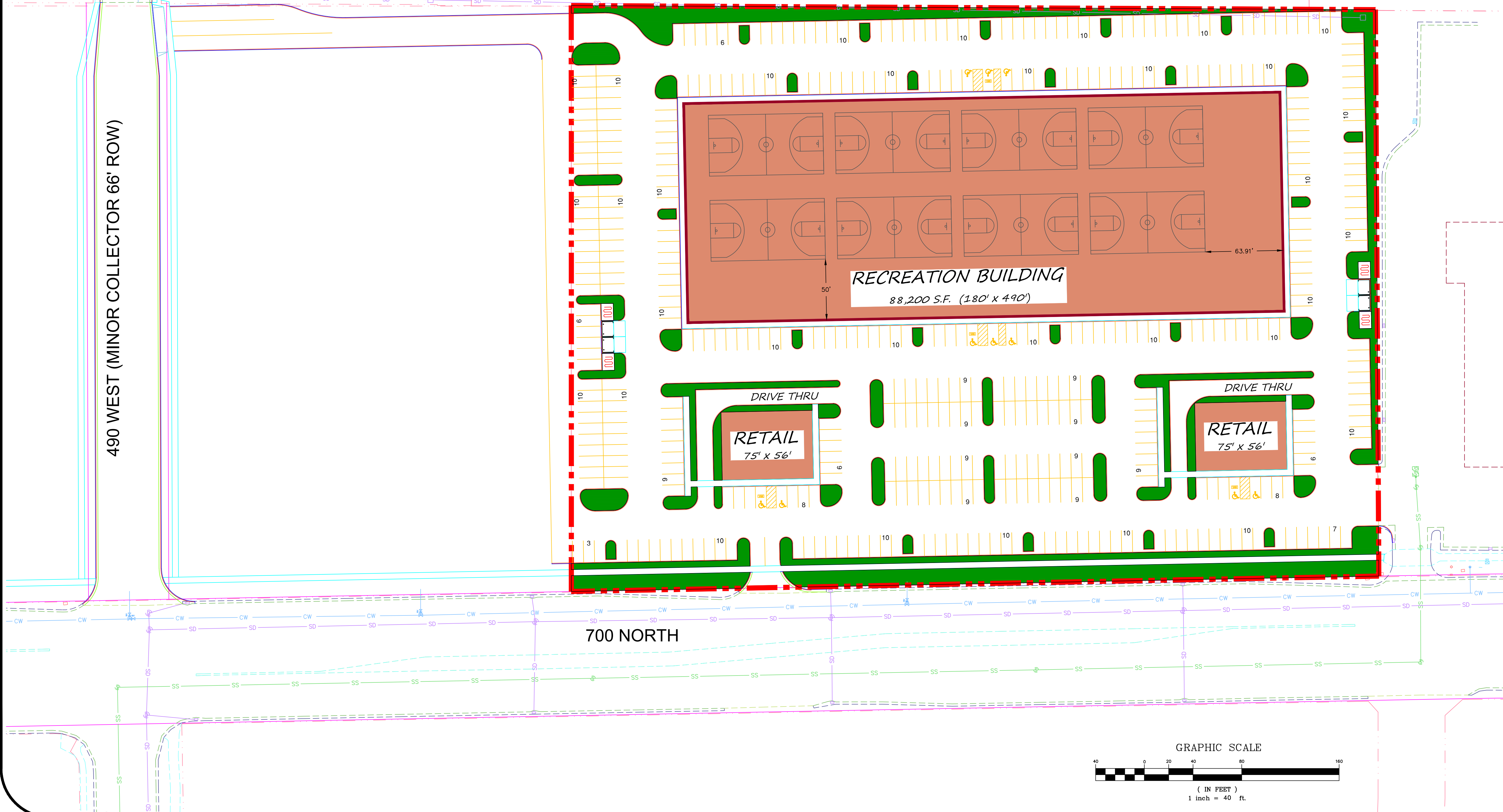
DRAFT

A.L.M. & Associates, Inc.
Engineering · Surveying · Development · Planning
2230 North University Parkway, Building 6D, Provo, Utah 84604 ph: (801) 374-6262

LINDON REC
OPENSHAW DEVELOPMENT
CONCEPT PLAN

No.	Revision	Date

1
OF 1 SHEETS
Proj # 559-2300



ALL INFORMATION ON THIS PLAN IS FOR INFORMATION ONLY. THE USER SHALL BE RESPONSIBLE FOR VERIFYING THE ACCURACY OF ALL INFORMATION. THE USER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES. A.L.M. & ASSOCIATES, INC. 2230 NORTH UNIVERSITY PARKWAY, SUITE 6D, PROVO, UT 84604

- 11. Concept Plan Review – Colliers Lindon, 500 S. 400 W.** – Rick Magness from AWA Engineering has applied for a concept plan review to receive general feedback for redevelopment of the property located at 500 S. 400 W.

Sample Motion: No motion required for this item but general feedback should be provided.

Concept Plan Review —Colliers Lindon, 500 S. 400 W.

Date: March 2, 2026

Applicant: Rick Magness

Presenting Staff: Brittany Wilde

Location: 500 S. 400 W.

General Plan: Research & Business

Current Zone: Research & Business

Size: 22.7692 acres

Type of Decision: None

Council Action Required: No



Overview

- Concept reviews are intended to provide general feedback only. No decision will be made or voted on at this meeting.
- The applicant is proposing a three-phase mixed-use development consisting of commercial uses and residential townhomes. Phase 1 could commence now. Phases 2 and 3 are 5-10 years out.
- The applicant is requesting feedback regarding amending the zoning on the property, and the proposed residential unit use and density.
- With the widening of 1600 N. and current traffic volumes, this commercial corner will become increasingly important as the site redevelops. This property has the potential to strengthen the City's tax base and provide a benefit to Lindon residents and surrounding communities.

Site and Building Design Standards

- The property is currently located within the Research & Business (R&B) zone.
- The proposed development would require an ordinance amendment and the creation of a new zoning district to allow a mix of commercial and residential uses.
- The proposed development would consist of the following:
 - 114,253 square feet of retail and commercial.
 - 19,682 sq ft of stand-alone pad sites.
 - 94,571 sq ft for anchor tenants.
 - 126 townhome units at a density of 14.8 units per acre.
- The applicant has submitted a conceptual site plan for the property, as well as conceptual renderings from previous projects to illustrate potential townhome designs.

Staff Feedback

Staff have provided the following feedback to the developer:

- Relocate the pickleball courts so they function as a stronger amenity for the overall development.
- The plan proposes 63 visitor parking stalls for 126 units. Staff recommends evaluating the visitor parking ratio.
 - Tilia Court and Song Bird Cove provide 0.5 visitor stalls per unit, along with two-car garages and driveway parking.
 - Anderson Farms includes 125 units with 47 visitor stalls, two-car garages, and driveway parking.
- The city would prefer the townhome units be owner-occupied

- Consider incorporating a mix of front-loaded and rear-loaded units to allow some townhomes to include private rear yards.
- While the project includes significant landscaping, the three common open space areas appear to total approximately 10% open space.
- Staff have concerns regarding the quality and livability of units located near the anchor tenant delivery areas. The applicant has removed one unit at the end of each building to allow for additional trees and landscaping.

Planning Commission Feedback

- Recommendation is to rezone the pad sites along 1600 S. to commercial, since the developer can move forward on these right away and then work on the zoning of the rest of the property. The main building still has leases in place for another 5 years.
- Reduce the density to closer to 10 units per acre.
- Prime commercial. Maybe there is a chance for a larger anchor in the future if only the 1600 N. frontage is rezoned now.
- The back portion of the property and some areas along 400 W. are not good commercial due to a lack of commercial exposure, so these areas could work as residential.
- Some commissioners like the idea of residential in this area of the city, but with less density.
- Concern raised that residential development may not occur for another 10 years.
- Residential parking is a concern; recommendation to purchase vacant lot at 400 S. to allow more parking
- Like a mix of front and rear-loaded units; more rear private yard space for residents

Staff Analysis

The property is currently zoned Research and Business (R&B), which allows restaurants and fast-food uses as permitted uses. The R&B zone doesn't allow a grocer or residential uses. For the multi-tenant building, some service-type uses may be restricted. Options for the developer:

1. Move forward with the existing zone for the Phase 1 commercial, knowing that there could be some restricted uses on the multi-tenant building.
2. Rezone the Phase 1 commercial to a Planned Commercial 1 (PC-1) zone. The PC-1 zone is the same adjacent commercial zoning designated for the Home Depot, Murdoch Hyundai, Kia, Les Schwab, and Discount Tire.
3. The two anchor sites could also be rezoned to PC-1 once the property is ready for redevelopment in the next 5 years.
4. If the city council is supportive of some density of residential on the site, city staff would work with the developer on an appropriate zoning and ordinance update.

Exhibits

1. Aerial Image
2. Project Narrative
3. Concept Site Plan
4. Townhome Rendering Examples

Aerial Image





February 17, 2026

City of Lindon
 Development Services
 100 N State St
 Lindon, UT 84042

RE: Project Narrative

AWA Engineering is requesting a Land Use Permit for a proposed mixed-use community plan that will include commercial and residential development.

Background

The current site is developed with two separate structures which house multiple businesses including Warehouse B Discount Store and Vivint.

Existing building is approximately 364,248 s.f. and will be demolished.

Overall site area: ± 22.703 acres

Perimeter rights-of-way: 500 South Street (1600 North Street), 400 West Street, 400 South Street

Current Zoning: R&B – Research and Business

General Plan Designation: Flex- Office

Site Plan / Phasing

The subject property is located at the corner of 500 W and 500 S St. This development will have 3 phases to be developed at separate times. Phase 1 will include the development of approximately 5.985 acres for 4 commercial pads. This development will primarily face 500 South Street. Phase 2 will include 2 commercial anchors that will have a site area of 8.228 ac. Anchors will be located north of the commercial pads from phase 1. Phase 3 will include 122 residential townhome units with a site area of 8.489 ac. Townhomes will be located along 400 South Street and 400 West Street. Townhomes are primarily 2-story, rear-loading units with 2 parking spaces per unit. The townhomes along 400 West St. are 3-story, rear-loading units, however, only the top two stories will be exposed from the frontage as the structures are used to catch grade given the steep existing slopes.

A detention pond will be constructed on the northwest corner of the site to collect stormwater runoff from the entire development. Landscaping improvements will be constructed through each phase, culminating in an overall open space area percentage of 21.6%. There are 63 guest parking stalls for the residential phase. There will be 6 pickleball courts with separate parking constructed on the northwest corner of the development during phase 3.

Transportation / Access

The site offers multiple access points:

Two full access locations on 500 South Street – this provides general vehicular access to the commercial retail pads and anchor stores.

One full access location on 400 West Street - this provides vehicular access to the townhome units and provides circulation for commercial visitors.

Two full access locations on 400 South Street – this provides vehicular access to the townhome units.

Colliers looks forward to working with Lindon City during the review/approval process, as well as being a partner with the city's success at this location. Thanks in advance for your consideration and approval.

Regards,

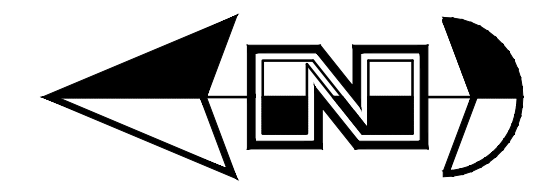
Rick Magness

Rick Magness, AICP

Entitlement Manager / Land Planner

rickm@awaeng.com

(702) 370-6962

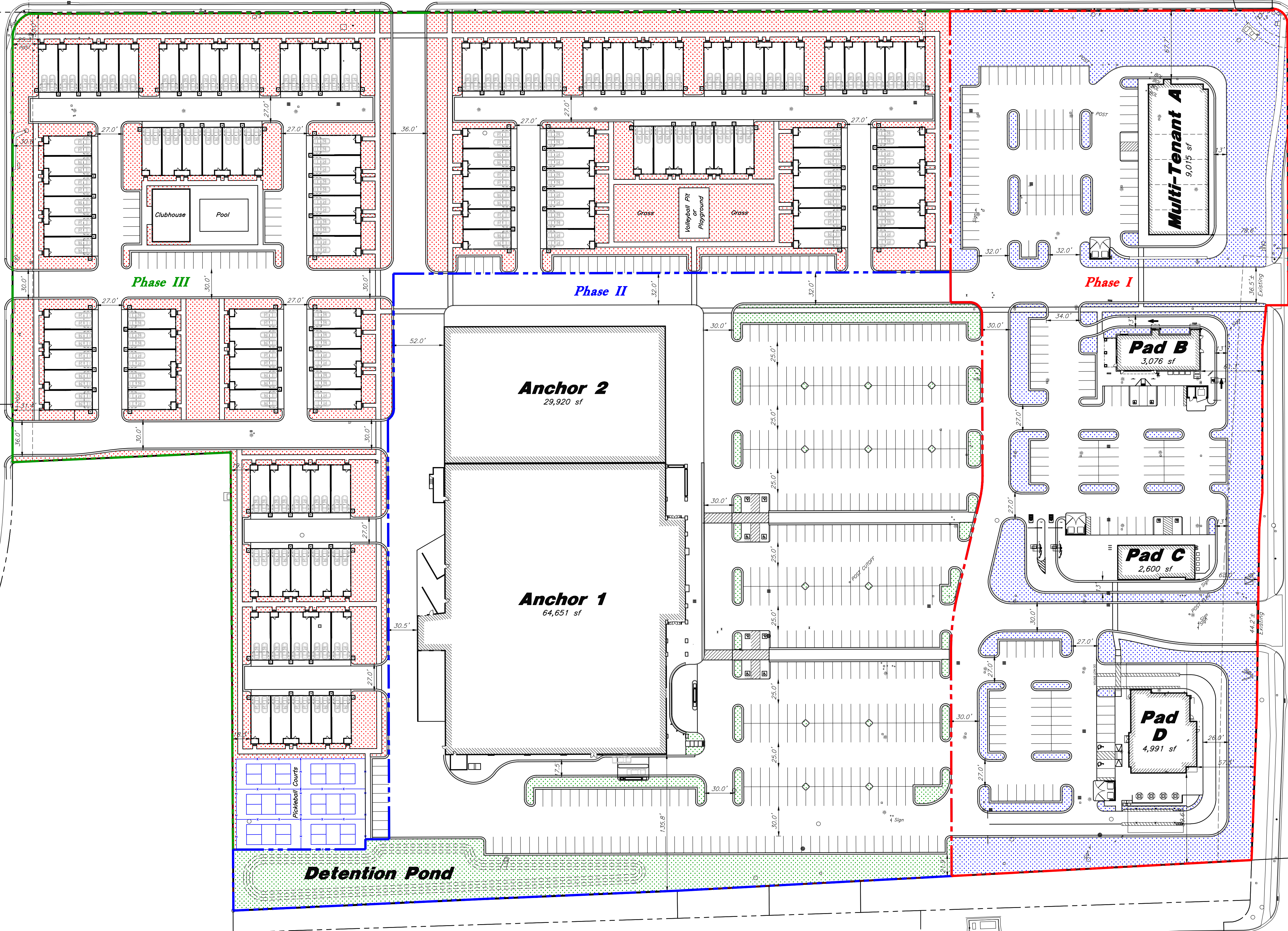


Scale: 1" = 50'
50' 0 50' 100'

400 West Street

400 South Street

500 South Street
1600 North Street



Site Data

Overall = 22,703 ac
Commercial = 14,213 ac (62.6%)
Residential = 8,490 ac (37.4%)
Open Space = 4,910 ac (21.6%)

Phase I Commercial 1 Site Area

= 260,722 sf (5.985 ac)
Pad A = 9,015 sf
Pad B = 3,076 sf
Pad C = 2,600 sf
Pad D = 4,991 sf
Total = 19,682 sf
Landscaping = 74,141 sf

Phase II Commercial 2 Site Area

= 358,414 sf (8.228 ac)
Anchor 1 = 64,651 sf
Anchor 2 = 29,920 sf
Total = 94,571 sf
Landscaping = 39,970 sf

Phase III Residential Townhomes

= 369,786 sf (8.490 ac)
122 Units (14.37 Units/Acre)
Landscaping = 99,750 sf

CLIENT INFORMATION:

Colliers

CLIENT LOGO:



Conceptual Site Plan

Colliers Lindon
500 West 500 South
Lindon, Utah

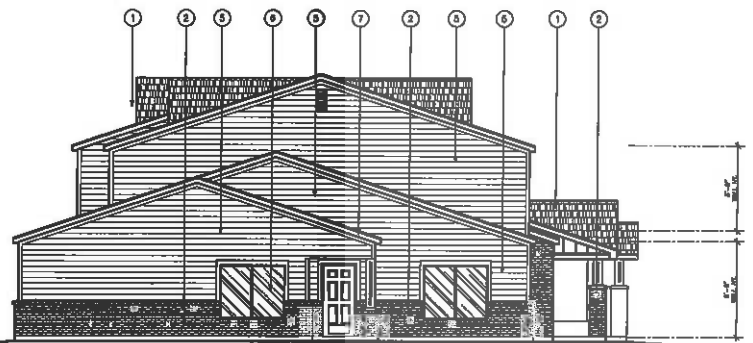
Project No:	25-107
Designer:	DC
PM:	JT/PM
DCM:	XX
Final Review:	XX

25-107 CSP L
13 Feb, 2026

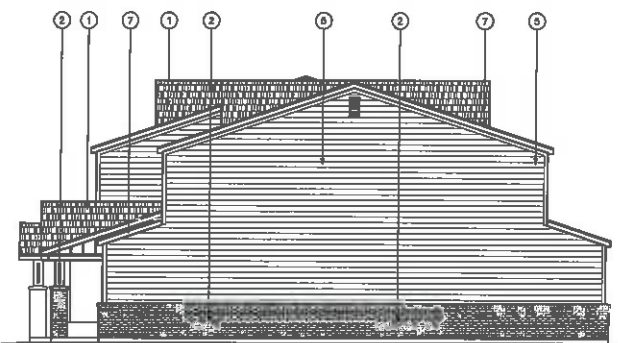
SHEET NO.
L

NOTE:
This plan has been prepared without benefit of a complete survey. This plan has also been prepared without a full review of City Ordinances and requirements. It is conceptual in nature and no guarantee of its accuracy or compliance with City codes is implied.

Townhomes



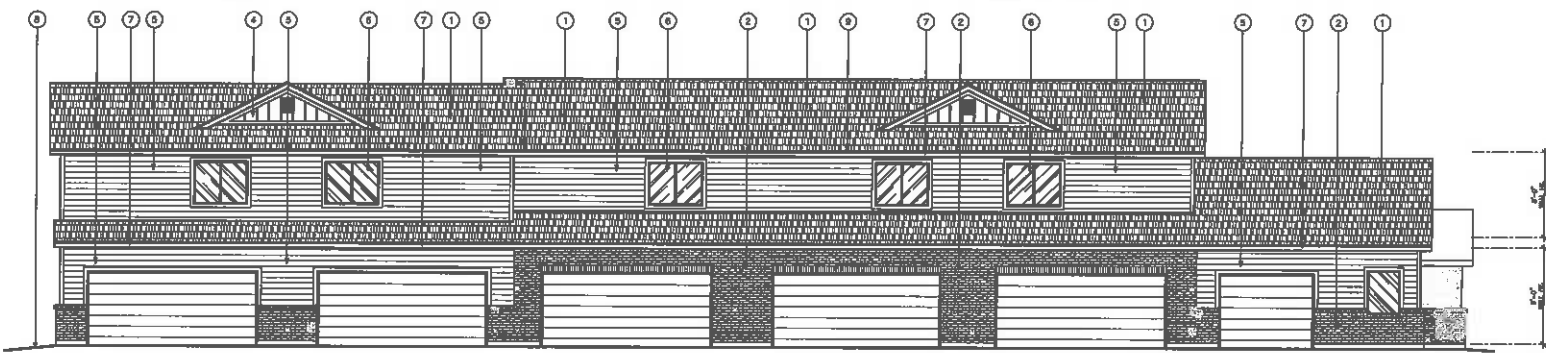
D LEFT ELEVATION
A-201.1 SCALE: 3/16" = 1'-0"



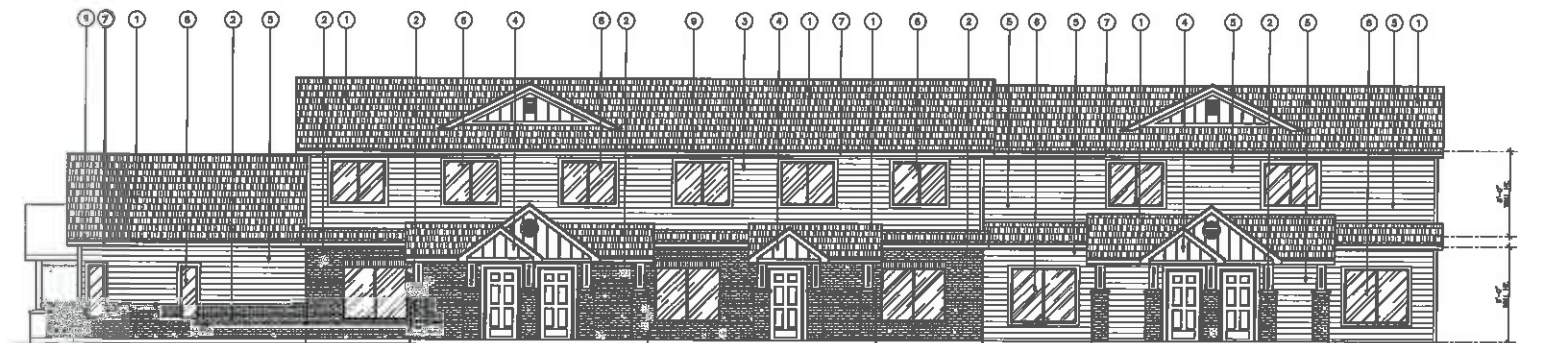
C RIGHT ELEVATION
A-201.1 SCALE: 3/16" = 1'-0"

- LEGEND**
- 30 YR. ARCH'L GRADE ASPHALT/FIBERGLASS COMP. SHINGLES OVER 18 LB. FELT.
 - BROOK VENEER. ATTACH GALV. BRICK TIES TO WALL STUDS. EA. TIE SHALL NOT SUPPORT MORE THAN 2 SQ. FT. BRICK TIES SHALL BE HELD ATTACHED TO STUDS AT 16" ON C. ALL JOES W/ 1/2" HOLE. 1/2" REIN. BY A MIN. OF 3" INSTAL. CORROSION RESISTANT FLASHING FROM FINISH UP THE 1ST 3 COURSES & 10 EXTEND 1/2" MIN. SECOND FROM FIN. FACE. PROVIDE 3/16" VEEF HOLES 3" O.C.
 - NOT USED.
 - PAINTED FIBER-CEMENT BOARD & BATTERY BOARDS. INSTAL PER MANUFACTURER'S SPECS.
 - HORIZONTAL FIBER-CEMENT LAP SOING. INSTAL PER MANUFACTURER'S SPECS.
 - DRIL. GLAZED WOOD SLIDING WINDOWS & PATIO DOORS. ALL WINDOWS TO HAVE 4" POP-OUT TRIM.
 - ALUMINUM FASCIA & TRIM AT ROOF OVERHANGS & BALCONIES
 - FINISH GRADE PER CIVIL DRAWINGS.
 - GALVANIZED FLASHING W/ DRP EDGE.

ARCHITECTS
BILLYGORD ARCHITECTS, INC.
101 W. 1000 S. SUITE 100
SALT LAKE CITY, UT 84119
PHONE: 313.444.4444
FAX: 313.444.4444



B REAR ELEVATION
A-201.1 SCALE: 3/16" = 1'-0"



A FRONT ELEVATION
A-201.1 SCALE: 3/16" = 1'-0"

COORDINATE BUILDING STEP WITH CIVIL'S GRADING PLANS. STEPS NOT SHOWN ON THIS PLAN BECAUSE EACH BUILDING IS DIFFERENT.

GARAGE STEPS AND SLOPES VARY. COORDINATE W/GRADING PLANS.

THE ORCHARDS AT ROY
Roy, Utah

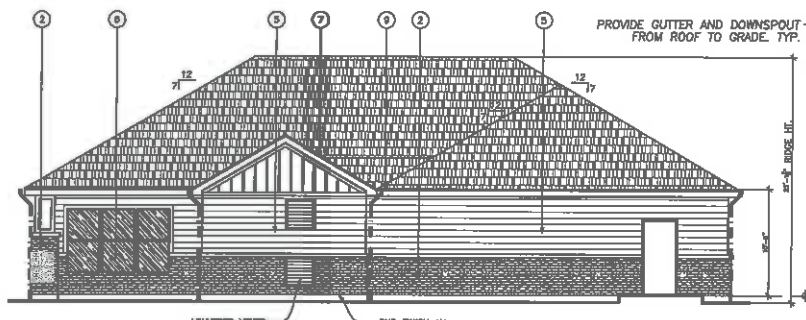
EXTERIOR ELEVATIONS
BUILDINGS A, B, H & I

DATE	May 10, 2019
BY	
CHECKED	
SCALE	
PROJECT	
NO.	A-201.1

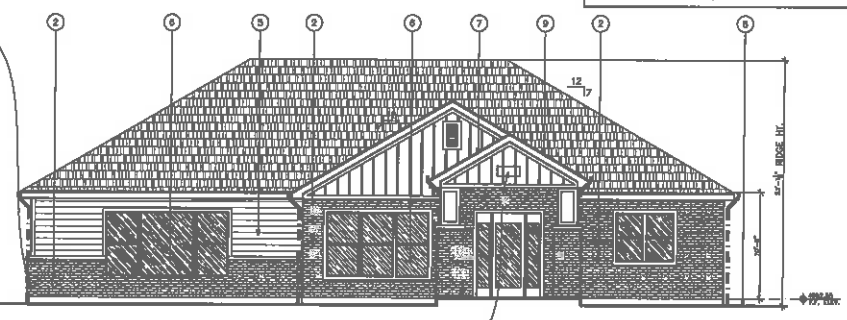
Clubhouse - #1

- LEGEND**
- 30 YR. ARCH'L GRADE ASPHALT/FIBERGLASS COMP. SHINGLES OVER 1/2" FELT.
 - BRICK VENEER: ATTACH BALLY BRICK TIES TO WALL STUDS. EA. TIE SHALL NOT SUPPORT MORE THAN 2 SQ. FT. BRICK TIES SHALL BE MESH ATTACHED TO ROWS. FT. ROWS LAP ALL FTES. W/ @ MINOR FT. ROWS BY A MIN. OF 2". INSTALL CONCRETE RESTRAINT FLASHING FROM FINISH UP THE 1ST 3 COURSES & TO EXTEND 1/2" MIN. BEYOND FINISH FACE. PROVIDE 3/4" WEED HOLES @ 4'-0".
 - STUCCO SYSTEM (1) COAT, OVER WIRE LATH, OVER (2) LAYERS GRADE 1/2" FELT ON HOUSE WRAP, OVER STRUCTURAL BREATHING STUCCO SYSTEM TO BE APPROVED MANUFACTURER PER LOCAL CODES, PERMITS, OR CITY/ARCHITECT APPROVED EQUAL PREPARE SUBSTRATE & INSTALL PER MANUFACTURER'S INSTRUCTIONS, INCLUDING CONTROL JOINTS.
 - PAINTED FIBER-CEMENT BOARD & BATTEN SIDING. INSTALL PER MANUFACTURER'S SPECS.
 - HORIZONTAL FIBER-CEMENT LAP SIDING. INSTALL PER MANUFACTURER'S SPECS.
 - ONE-GLAZED WOOD-SURF. WINDOWS & PATIO DOORS. ALL WINDOWS TO HAVE 2" POP-OUT TRIM.
 - ALUMINUM FASCIA & TRIM AT ROOF OVERHANGS & BALCONIES.
 - FINISH GRADE PER CIVL. DRAWINGS.
 - GALVANIZED FLASHING W/ DRIP EDGE.

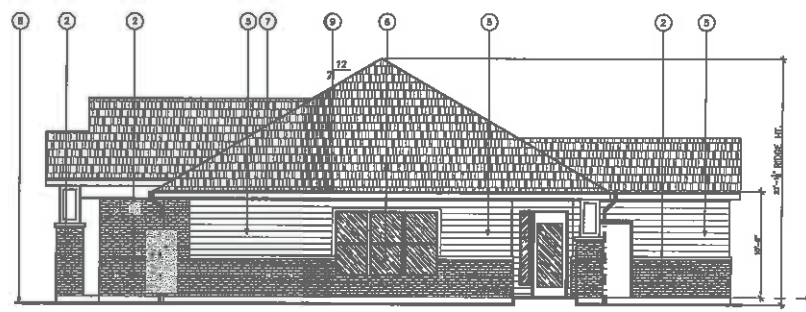
THE ORCHARDS AT ROY
Roy, Utah



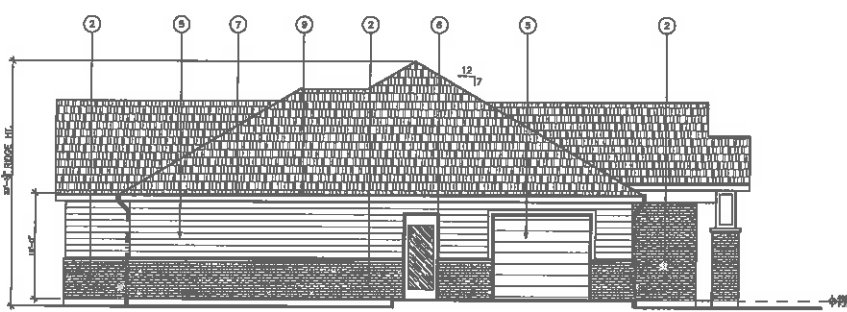
D REAR ELEVATION
A-201.7 SCALE: 3/16" = 1'-0"



A FRONT ELEVATION
A-201.7 SCALE: 3/16" = 1'-0"



C RIGHT ELEVATION
A-201.7 SCALE: 3/16" = 1'-0"



B LEFT ELEVATION
A-201.7 SCALE: 3/16" = 1'-0"

CLUBHOUSE ELEVATIONS

DATE	May 10, 2018
BY	
CHECKED	
PROJECT	A-201.7

Twinhomes

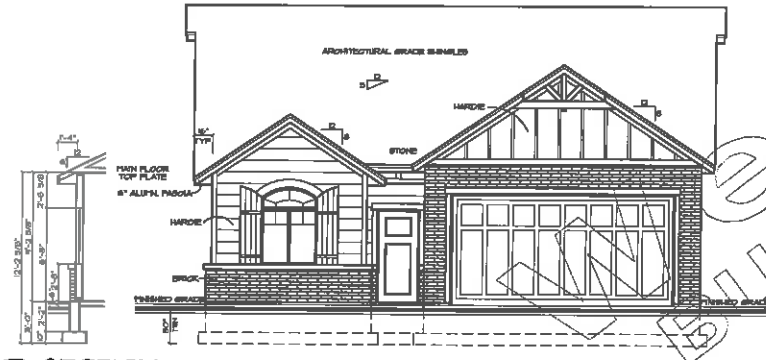
FOUNDATION NOTES:
 All footings shall bear on natural undisturbed soil. Footings shall be embedded to a minimum depth to an approved local jurisdiction. (2007-IRC)
 Finish grading shall be done so as to provide positive drainage away from all building foundations. A minimum slope of 1/8" shall be maintained for first 12'-0" with this slope thereafter to approved drainage area.

ATTIC VENTILATION NOTES:
 The net free ventilation area shall not be less than 1/60th provided that on each side of the area is provided by ventilators located in the upper portion of the space to be ventilated, the other to be provided by vented soffit system.

GENERAL NOTES:
 Conditions with codes and ordinances governing the work shall be read and enforced by the general contractor. General contractor shall verify all existing conditions and dimensions prior to construction.
 Note that all written instructions take precedence over any manufacturer's specifications for installation of materials shall be followed.
 Workmanship throughout shall be of the best quality of the trade involved and the general contractor shall coordinate the work of the various trades to expedite the job in a smooth and continuous process.

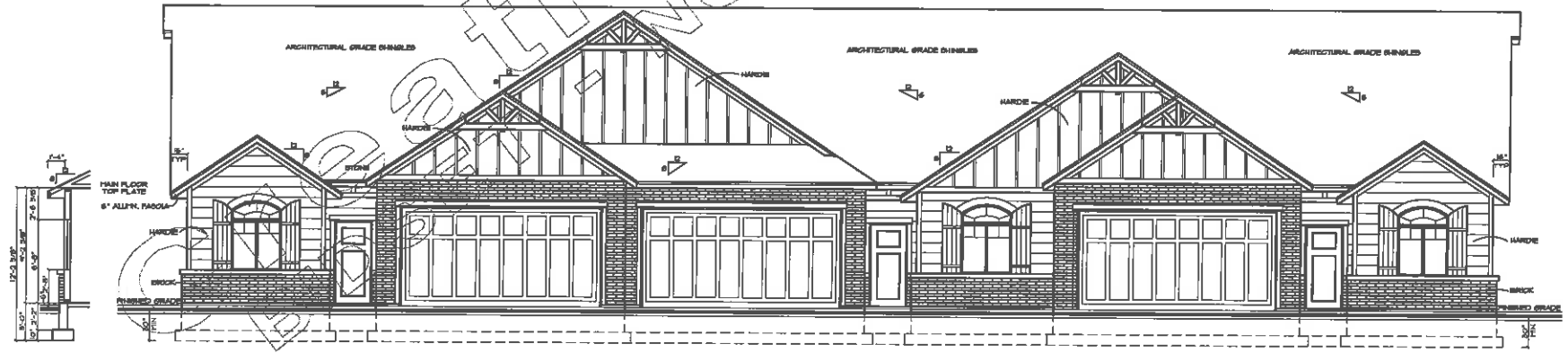
MISCELLANEOUS:
 Windows shall have a finished clear opening height min. of 44" from floor.
 Windows to have 20" clear width and 24" with clear height.
 Windows shall be a min. of 1 1/2" sq. ft.
 Windows to be sized at 100% for 100 sq. ft. for glass area and 250% of the sq. ft. for ventilation requirements. Windows shall be 18" of the floor to be of tempered glass.

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 This plan is the property of Creations West and shall not be duplicated in any form or used as the basis for any new plans.
 The builder/general contractor (construction professional) must carefully and thoroughly verify dimensions, validity, and overall integrity of the plans. In the event of a discrepancy, prior to construction, Creations West shall be contacted for clarification. At the time of construction, Creations West is relieved of liability and the builder/general contractor assumes full responsibility.



TYP. SECTION
 SCALE: NOT APPLICABLE IN ALL LOCATIONS

FRONT ELEVATION 1-PLEX OPTION
 SCALE: 1/8" = 1'-0"



TYP. SECTION
 SCALE: NOT APPLICABLE IN ALL LOCATIONS

FRONT ELEVATION 3-PLEX OPTION
 SCALE: 1/8" = 1'-0"

PLAN NUMBER
 UNIVERSITY RIDGE
 1000 SOUTH UNIVERSITY PARK
 CLEARFIELD, UTAH

83241 E. 17th Street
 American Fork, UT 84003
 801-222-9353
 plans@creationswest.com

11811 Leonard Hill Dr.
 Suite # 120
 Clearfield, Utah 84015
 801-222-9353
 plans@creationswest.com

CREATIONS WEST
 ARCHITECTURAL DESIGN
 WWW.CREATIONSWEST.COM



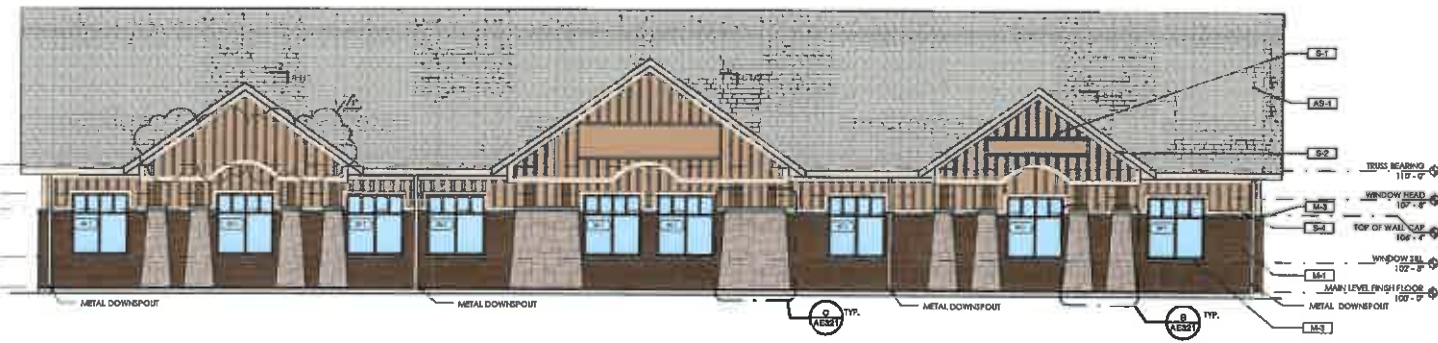
DATE: 11/11/15
 DRAWN BY: H B
 CHECKED BY:

PLAN NUMBER
DUPLEX

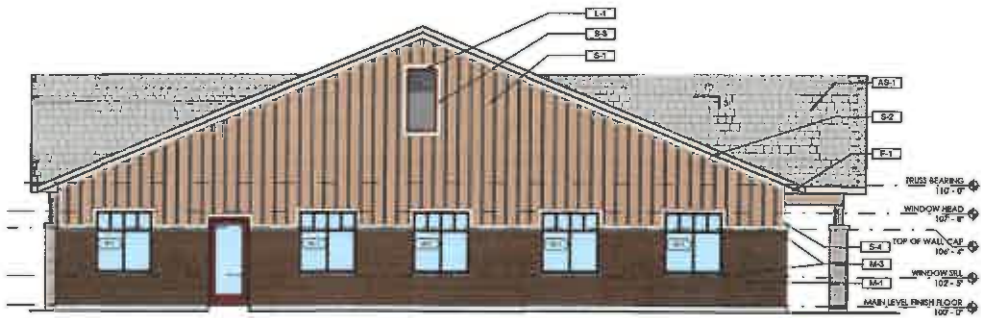
Commercial/12,000 Office



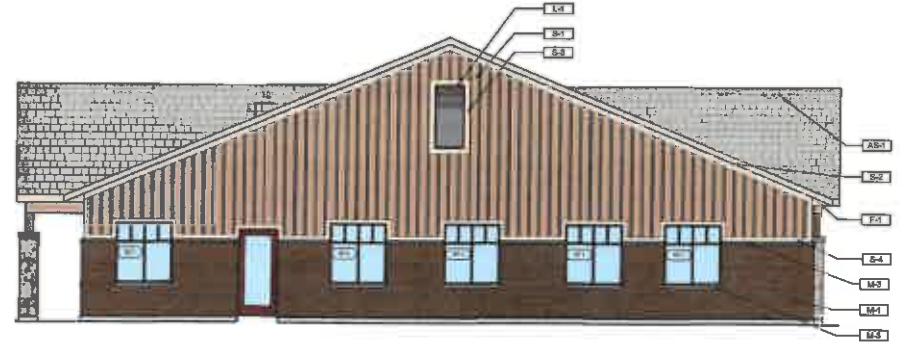
4 North Elevation
3/16" = 1'-0"



3 South Elevation
3/16" = 1'-0"



2 East Elevation
3/16" = 1'-0"



1 West Elevation
3/16" = 1'-0"

EXTERIOR MATERIAL SCHEDULE			
MARK	MATERIAL / MARK	COLOR / FINISH	PRODUCT INFORMATION
L-1	2" x 2" metal AWG Louver	Color: Match window frames	Preparation and application as per Manufacturer instructions.
MASONRY			
M-1	Interstate Brick	Interstate BRICK Color: mocha, Size: 2 1/4 IMPROVER	Preparation and application as per Manufacturer instructions.
M-2	Stone Cultured Stone	Stone Cultured Stone-Country Ledgerstone-Color: Aspen	Preparation and application as per Manufacturer instructions.
M-3	Stone Cultured Stone	Stone Cultured Stone-Country Ledgerstone-Color: Aspen	Preparation and application as per Manufacturer instructions.
Metal			
F-1	Metal Fascia	Color: To be indicated by Architect by Manufacturer color	
Siding			
S-1	LP Building Products	Smart Side - 3/8" x 12" 1/2" 1/2" on board modeling Color: SW4114 Polar Ice White/Satin	Product information
S-2	LP Building Products	SmartSide 5/8" x 12" x 5/8" Color: SW4113 Interactive Green/Satin Williams DuPont Exterior Lotek Coating - Finish S-4	Preparation and application as per Manufacturer instructions.
S-3	LP Building Products	SmartSide 5/8" x 3 1/2" x 5/8" Color: SW4113 Interactive Green/Satin Williams DuPont Exterior Lotek Coating - Finish S-4	Preparation and application as per Manufacturer instructions.
S-4	LP Building Products	SmartSide 1/2" x 12" x 5/8" Color: SW4113 Interactive Green/Satin Williams DuPont Exterior Lotek Coating - Finish S-4	Preparation and application as per Manufacturer instructions.

GENERAL NOTES

1. Provide blocking as required for vertical wood siding.
2. All exterior windows must have an MBIC label or lead to the frame or must have an approved certificate to allow the use of any glazing material that is not the default fabric. (ASQ) Unless the approved certificate is provided the U factor shall not exceed 0.30 and a default factor of 0.30, SHGC of .7 for windows.
3. C-402.3.2 make reference to 301.5 leader.
4. C-402.3.3 Fenestration is limited to 30% max of the gross of the above grade wall.



Consultant

FARMINGTON FIELDS
Building # 1
491 West Bourn Circle
Farmington, Utah

No.	Date	Description
1	03.26.15	CD REVIEW PACKAGE
2	04.30.15	CD PACKAGE

Revision	No.	Date	Description
1	01.28.15		Revision 1
2	02.13.15		Revision 2

SAA Project No. 213001
Drawing Title

EXTERIOR ELEVATION

Sheet Number

AE200

- LEGEND**
- 30 YR. ARCYL. GRADE ASPHALT/FIBERGLASS COMP. SHINGLES OVER 15 LB. FELT
 - ROOF VENER, ATTACH GALV. BRICK TIES TO WALL STUDS. EA. TIE SHALL NOT SUPPORT MORE THAN 2 SQ. FT. BRICK TIES SHALL BE MECH. ATTACHED TO HORIZ. ST. ROOF LAP ALL JTS. W/ #8 HORIZ. JT. REIN. BY A MIN. OF 1". INSTALL CORROSION RESISTANT FLASHING FROM FINISH UP THE 1ST 3 COURSES & TO EXTEND 1/2" MIN. BEYOND FINISH FACE. PROVIDE 3/4" WEEP HOLES 30" o.c.
 - STUCCO SYSTEM 11 COATS, OVER WIRE LATH, OVER (2) LAYERS GRADE 0 FELT OR HOUSE WRAP, OVER STRUCTURAL SHEATHING. STUCCO SYSTEM TO BE APPROVED MANUFACTURER PER CS REPORT FROM OR CITY/ARCHITECT APPROVED EQUAL. PREPARE SUBSTRATE & INSTALL PER MANUFACTURER'S INSTRUCTIONS, INCLUDING CONTROL JOINTS.
 - PAINTED FIBER-CEMENT BOARD & BATTEN SIDING. INSTALL PER MANUFACTURER'S SPECS.
 - HORIZONTAL FIBER-CEMENT LAP SIDING. INSTALL PER MANUFACTURER'S SPECS.
 - 100% GLAZED W/HT. SIDING WINDOWS & PATIO DOORS. ALL WINDOWS TO HAVE 1" POP-OUT TRIM.
 - ALUMINUM FASCIA & TRIM AT ROOF OVERHANGS & BALCONIES
 - FRESH GRADE PER CIVIL DRAWINGS.
 - GALVANIZED FLASHING W/ DRIP EDGE.

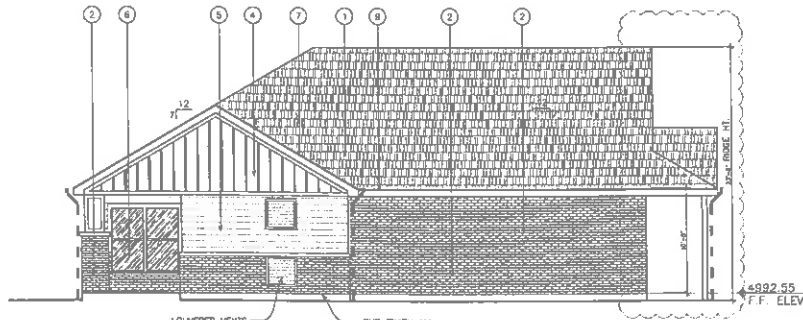
Julie and Associates, Inc.
 ARCHITECTS
 4100 S. 1000 E. SUITE 100
 SALT LAKE CITY, UT 84143
 801.487.1111



Orchards at 19th Clubhouse
 Roy, Utah

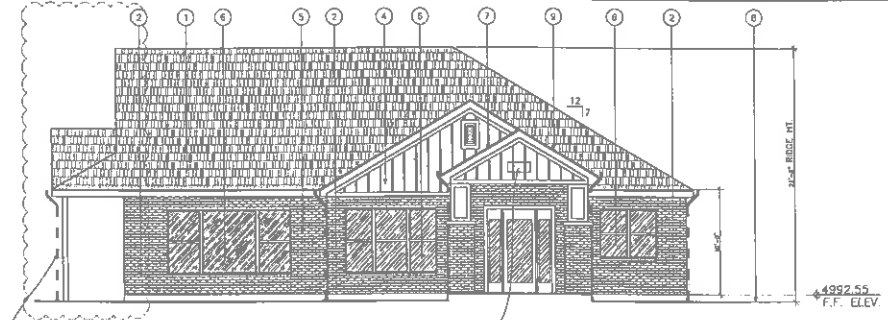
CLUBHOUSE ELEVATIONS

Aug. 21, 2018
 June 17, 2019
 DATE
 SHEET
 A-201.1



D REAR ELEVATION
 A-201.1 SCALE: 3/16" = 1'-0"

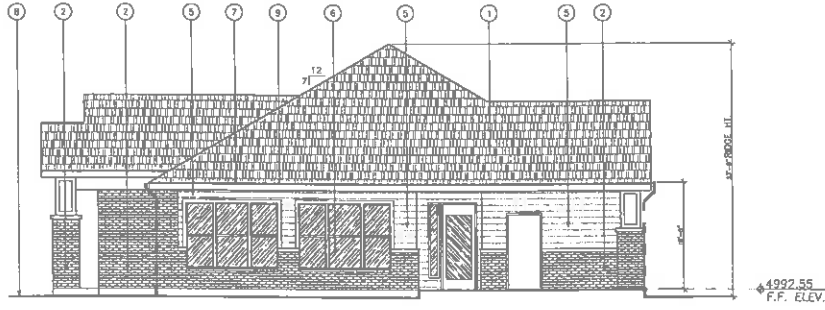
LOWEDED VENTS. SIZE AND LOCATION TO BE COORDINATED WITH POOL EQUIP. DESIGNER.
 RUB FINISH ALL EXPOSED CONC. TYP.



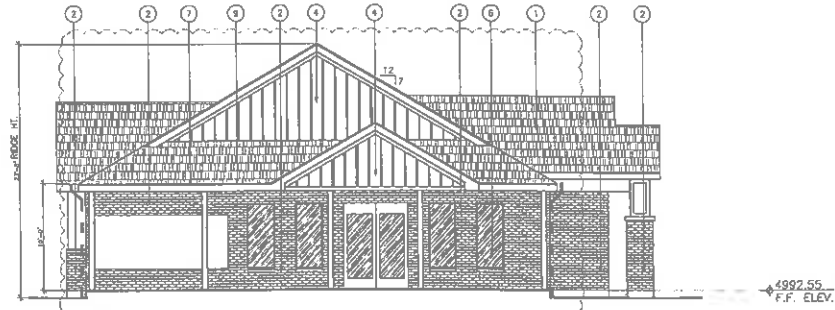
A FRONT ELEVATION
 A-201.1 SCALE: 3/16" = 1'-0"

PROVIDE CUTTER AND DOWNSPOUT FROM ROOF TO GRADE. TYP

ADDRESS PLATE



C RIGHT ELEVATION
 A-201.1 SCALE: 3/16" = 1'-0"



B LEFT ELEVATION
 A-201.1 SCALE: 3/16" = 1'-0"

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

ADJOURN