Lindon City Council
Staff Report

Prepared by Lindon City Administration

August 17, 2026

Notice of Meeting of the *Lindon City Council*

LINDON

The Lindon City Council will hold a meeting **at 5:15 pm on Monday, August 17, 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: Van Broderick, Councilmember
Pledge of Allegiance: By invitation

1. **Call to Order / Roll Call**

2. **Presentations and Announcements:**

   a) Employee Recognition Award - Kevin Marrott, Water System Lead
   b) Youth Recognition Awards (Lindon Cares)
   c) 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 June 15, 2026 Joint Meeting with Orem City Council & July 6, 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 items will be presented for approval:

   a) Interlocal Agreement w/Utah County, Communities That Care, FY's 27-28 funding for Substance Misuse Prevention. Resolution #2026-24-R
   b) Agreement w/Utah County, Communities That Care, FY27 funding for various CTC programs.
   c) Surplus Equipment Disposal; Resolution #2026-26-R
   d) Tymco Street Sweeper purchase contract for $412,750 (plus interest on a 4-year payment plan, financed through Tymco, for a total price of $450,701.96); Resolution #2026-28-R.

8. **Review & Action - Zone Amendment; Ordinance #2026-14-O –** North Pointe Solid Waste Special Service District North Pointe Solid Waste Special Service District is requesting to amend the Lindon City Zoning Map from Regional Commercial (RC), Light Industrial (LI), and Light Industrial West Overlay (LI-W) to General Commercial. The Planning Commission recommended approval.

9. **Review & Action: Agreement with MS Properties, LLC (Martin Snow).** The Council will review and consider an agreement between Lindon City and MS Properties, LLC to settle disputed matters associated with road right-of-way along Anderson Lane.

10. **Amendment and Termination of Development Agreement - Lindon City and MS Industrial Properties; Ordinance #2026-13-O.** MS Industrial Properties, LLC is requesting approval of an

ordinance amending and terminating the Development Agreement between Lindon City and MS Industrial Properties, LLC. The Planning Commission recommended approval.

11. **Public Hearing: FY2026-27 Fee Schedule Amendments, Sewer Treatment Plant Fees; Resolution #2026-25-R.** The Council will review and consider adoption of updated utility fees and a new sewer treatment facility fee required to cover costs of Lindon's portion of upgrades to the Orem Water Reclamation Facility.

12. **Review & Action: Bid Award for Well House construction.** The Council will review and consider awarding the bid for the well house construction for Well #5 (by the cemetery) to Corrio Construction in the amount of $2,147,230. This bid award is contingent upon the City obtaining acceptable financing through a water infrastructure bond.

13. **Review & Action: Lindon City Employee Policy Manual Updates; Resolution #2026-22-R.** The Council will review and consider recommended changes to the Lindon City Policies & Procedures Manual.

14. **Review & Action: Pay range adjustments recommendations for specific positions.** The Council will review and consider recommendations for reclassification & pay range adjustments to the Recreation Superintendent position and Inspector / Blue Stakes Tech.

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

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: **August 14, 2026**; **Time: 11:00 a.m.**; Place: Lindon City Center, Lindon Police Dept., Lindon Community Development, Lindon Public Works, Lindon Community Center, Lindon Justice Court

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

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

Invocation: Van Broderick, Councilmember
Pledge: By invitation

Item 1 – Call to Order / Roll Call

August 17, 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 - Kevin Marrott, Water System Lead

b) Youth Recognition Awards (Lindon Cares)

c) Announcements/Comments from Council Members.

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

<u>Item 4</u> - COUNCIL REPORTS:

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

Item 5 - ADMINISTRATOR'S REPORT *(10 minutes)*

Misc. Updates:

- September Newsletter: Chief Brower
- Next Council meetings: September 8th (Tuesday) & September 21st
- Misc. Items.

Item 6 – Approval of Minutes

- Review and approval of City Council minutes: **June 15, 2026 Joint Meeting with Orem City Council & July 6, 2026.**

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

The joint Lindon City and Orem City Council meeting on **Monday, June 15, 2026, at 12:30 pm** in the Orem City Center, Orem City Conference Room, 56 North State Street Orem, Utah.

<u>WORK SESSION</u> – 12:30 P.M.

Conducting: Mayor Karen McCandless and Mayor Carolyn Lundberg

<u>PRESENT</u>
OREM ELECTED OFFICIALS - Karen McCandless, Crystal Muhlestein, Jeff Lambson, LaNae Millett, Chris Killpack, Quinn Mecham, Jenn Gale

LINDON ELECTED OFFICIALS - Carolyn Lundberg, Van Broderick, Cole Hooley, Lincoln Jacobs, Steve Stewart, ABSENT Jake Hoyt

OREM APPOINTED STAFF - Brenn Bybee, City Manager; Ryan Clark, Assistant City Manager; Keri Rugg, Deputy City Manager; Steve Earl, City Attorney; Chris Tschirki, Public Works Director; Bryce Merrell, Library and Recreation Director; Brandon Nelson, Finance Director; Marc Sanderson, Fire Chief; BJ Robinson, Police Chief; Gary McGinn, Community Development Director; Teresa McKitrick, City Recorder

LINDON APPOINTED STAFF - Adam Cowie, City Administrator; Juan Garrido, Public Works Director; Noah Gordon, City Engineer; Mike Flourance, Community & Economic Development Director; Mike Brower, Police Chief

NOTE: The referenced report and presentation documents for each discussion may be viewed at orem.gov/meetings under "City Council Presentations"

1. **Renewal of Fire/EMS Services Discussion-**
Presenter: Marc Sanderson, Orem and Lindon Fire Chief

Fire Chief Sanderson presented a handout highlighting the department's operations, current Lindon Fire Station staffing, and compliance documentation regarding NFPA 1710 standards. Chief Sanderson emphasized that Orem Fire stands out as one of the few departments in Utah utilizing highly specific truck, engine, and command manuals. These operational manuals assign specific seats and duties to personnel beforehand, allowing firefighters to immediately begin mitigation upon arriving at a scene rather than waiting for a battalion chief's orders.

Furthermore, the department operates a unique Critical Care Program in partnership with medical control physician Dr. Tim Gorham. Featuring 17 distinct medical variances, this program utilizes a "critical care squad"—described as a Life Flight helicopter curriculum deployed via a ground pickup truck staffed by helicoptertrained paramedics. Chief Sanderson noted that this squad is the busiest apparatus in the city, managing critical calls across Orem, Lindon, and Vineyard.

Addressing contract negotiations, the Chief outlined current staffing models adhering to NFPA 1710, where stations deploy four personnel per fire engine and two per ambulance. While personnel costs dominate the budget, Chief Sanderson explained the operational necessity of expanding staff. Lindon previously increased its station staffing to five employees; the current contract proposal requests moving to a sixth position, bringing the total to 18 dedicated employees. This expansion allows the Lindon station to simultaneously run a fire engine and two separate ambulances.

Mr. Bybee emphasized that these agreements are true peer partnerships rather than "provider-and-customer" relationships. To reflect this equity, the department integrated the names of Vineyard and Lindon onto their official badges, uniforms, and apparatus, ensuring no single municipality subsidizes another.

The department is on the verge of opening a state-of-the-art training facility featuring multiple interchangeable buildings designed to mimic the exact structural layouts (such as garden-style and mid-hall configurations) found in Orem, Lindon, and Vineyard. The facility boasts 16 specialized rooms capable of handling live burns up to 1800°C (with technology allowing precise control down to 1600°C), outclassing major regional centers like those in Salt Lake City and the Utah Fire Academy (UFA).

Financially, this facility shifts the department from an expense model—historically spending up to $30,000 annually to send personnel to outside conferences—to a revenue-generating model by hosting national "Fire Nuggets" conferences.

When questioned by Mayor Lundberg regarding potential regional expansion into areas like Pleasant Grove, Chief Sanderson noted that while they recently hired three paramedics from Pleasant Grove, no formal talks have occurred. However, he expressed open consideration for any expansion that maintains an economy of scale without diluting service quality.

The concrete benefits of the department's aggressive operational guidelines were illustrated by Councilmember Millett, who shared a recent account of paramedics arriving within two and a half minutes to successfully save a resident experiencing a "widow-maker" heart attack. Chief Sanderson noted that because roughly 75% of emergency responses are EMS-related, robust station staffing ensures an ambulance remains available even when primary units are deployed. On fire scenes, the department's swift tactics regularly suppress structural fires within 60 minutes from start to finish, preventing the rapid compounding of property damage where fire mass can double every minute.

Finally, these combined advancements in training, staffing, and station placement have positioned the department to drop its Insurance Services Office (ISO) rating by at least two points during its next evaluation. While achieving a flawless Class 1 rating (matching Salt Lake City) is being evaluated for return on investment, achieving a Class 2 rating is highly feasible, potentially securing a 6% to 12% reduction in property insurance premiums for local homeowners and business owners..

2. Dispatch Provider Overview Discussion

Presenter: Adam Cowie, Lindon City Administrator and Keri Rugg, Orem Deputy City Manager

Mr. Cowie explained that both cities currently contract their dispatch services jointly through Provo City's Metro Emergency Communications. However, after recently receiving notices of significant, unbudgeted fee increases from Provo, administrative teams began evaluating alternative regional options—specifically Central 911 (Central Utah 911), which serves Utah and Juab counties across 29 different municipalities. Ms. Rugg detailed the historical context, explaining that a 2022 agreement with Provo was intended to transition the system into an interlocal agreement granting Orem and Lindon equal power on a managing board. Due to administrative turnover in both Provo and Orem, this transition was lost in translation, and Provo has since indicated they are no longer interested in an interlocal board structure. This resistance has relegated Orem and Lindon to the status of a "customer" rather than a "partner," stripping them of control over policies, staff wages, and budgetary allocations.

The limitations of the customer relationship were exemplified when Orem Fire Chief Sanderson requested an additional, necessary fire channel through Provo's budget process, only for Provo to cut the request without allowing Orem or Lindon any input. Explaining the sudden mid-year price hike, Mr. Nelson noted that Provo attributed the fee increases to unallocated administrative overhead, specifically miscalculated IT, human resources, and equipment expenses. Ms. Rugg voiced frustration that Provo showed little willingness to prorate these unexpected mid-year costs. Despite these financial tensions, Ms. Rugg noted that the Provo Mayor was understanding, and all parties view the potential split strictly as a pragmatic financial decision rather than a disruption of neighborly goodwill. If Orem and Lindon officially decide to transition to Central 911, the separation would involve a mandatory one-year sunset notice to Provo, planning for a final termination on June 30, 2027, and an official launch with Central 911 on July 1, 2027. Financially, making this strategic shift is projected to save Orem and Lindon several hundred thousand dollars annually.

Chief Sanderson and Councilmember Jacobs clarified that because Lindon and Orem are deeply bound by their mutual fire contract, it would be operationally impossible to split dispatch centers independently; both cities must migrate together to maintain response efficiency. In terms of capability, Councilmember Killpack highly endorsed Central 911. Mr. Killpack stated that Central 911 is a premier, top-tier agency that outperforms Provo in maintaining technical serviceability and localized interactions.

Chief Sanderson corroborated this, noting that Central 911 utilizes the gold-standard, nationally verified "Pro QA" software to dispatch medical and fire units, whereas Provo uses an inferior, lower-cost version that fails to meet Orem's previous dispatch standards. Furthermore, Orem and Lindon would secure a powerful governance position, as Central 911's managing board operates on a democratic "one city, one vote" structure regardless of population size.

Addressing service standards, Councilmember Millett raised concerns regarding whether Orem could preserve its distinct culture of responsive public service, recalling past hurdles with training Provo dispatchers on local nuances and animal control policies. She highlighted a recent failure where a citizen reported a broken public sprinkler running for 12 hours on a weekend, only for a dispatcher to dismissively tell them to wait until Monday. Ms. Rugg reassured the council that Central 911 is highly enthusiastic about onboarding Orem, which would immediately become its largest member agency. Crucially, Central 911's current dispatch manager is the former head of Orem's original dispatch center, and nine additional dispatchers are former local personnel, giving Orem strong leverage to weave specific non-emergency routing protocols (such as 24/7 public works escalation) into the upcoming interlocal agreement negotiations. Chief Sanderson added that while Provo's immediate dispatch staff are highly capable, they are ultimately restricted by rigid upper-level administration, whereas Central 911 represents an opportunity to transition from "good" or "better" services to the absolute "best" level of care.

3. Wastewater Treatment Facility Upgrades and Future Costs Discussion
Presenter: Reed Price, Orem Public Utilities Director

Mr. Price highlighted the deeply integrated utility partnership between the municipalities, noting that Orem treats 100% of Lindon's wastewater flow. The plant processes approximately 9 million gallons of wastewater per day (MGD), with Lindon contributing roughly 13% of that volume. After treatment, the high-quality effluent flows through Powell Slough and terminates in Utah Lake.

Director Price referenced a comprehensive engineering asset and facilities evaluation initiated between 2020 and 2021 and finalized in 2022. The review determined that critical investments are urgently required to mitigate failures stemming from aging structural components, older assets that no longer satisfy modern building and safety codes, inadequate process performance regarding permitted effluent limits, and strict requirements for the classification of land-applied biosolids. To combat these risks and satisfy state mandates regarding phosphorus removal, the cities previously completed a tertiary treatment and water reuse plant.

The facility upgrades are outlined in a comprehensive 20-year master plan divided into four distinct phases. While the total plan was valued at $160 million in 2022, compounding inflationary pressures and the strategic re-prioritization of specific projects have driven Phase one cost projections upward. Initially estimated at $58 million, the first phase—spanning the next five years—is now projected to cost $88.8 million in raw construction across 10 prioritized projects. Factoring in an additional $6.6 million in engineering and design fees, the total near-term funding requirement stands at $95.4 million.

When asked by Mayor McCandless how much of this capital expenditure is forced by state and federal environmental mandates, Mr. Price estimated that regulations account for 25% to 30% of the total, with the remainder driven by natural lifecycle deterioration. Contractually, capital costs are split based on long-term capacity rights negotiated 15 to 20 years ago. Orem is responsible for 85.68% ($81.8 million), Lindon holds a 12.24% share ($11.7 million), and Vineyard covers the remaining 2.08% (nearly $2 million).

Because Orem does not hold $80 million in liquid cash reserves, the city has been incrementally raising sewer utility rates over the past three years to secure a fund balance and prepare for upcoming debt service. To finance the $95.4 million Phase one pipeline—of which nearly half is already fully designed and ready for construction—Orem will issue municipal bonds backed by its top-tier AAA utility fund bond rating, guaranteeing optimal market interest rates.

For Lindon's $11.7 million share, standard cash payment upfront is highly unlikely given the large price tag. A separate, independent bond issue by Lindon would be administratively inefficient. Consequently, Mr. Cowie and Mr. Garrido are evaluating two collaborative financing avenues: 1) Joint Bonding: Lindon joins Orem's high-rated municipal bond and makes structured annual debt service payments to Orem, mimicking a successful 2012 plant expansion framework that Lindon is still actively paying off via a state loan. 2) The "Bank of Orem" Framework: Lindon utilizes Orem's internal cash reserves to fund immediate capital expenses. Lindon would then reimburse Orem over time at a highly competitive interest rate pegged to the Public Treasurers' Investment Fund (PTIF). Cowie lauded this internal loan strategy as a remarkably generous and flexible option for Lindon.

Mayor Lundberg raised crucial questions regarding whether this massive financial investment accounts for the disparate, exponential residential growth seen in neighboring communities like Vineyard compared to Lindon's fixed build-out population ceiling of roughly 17,000 residents. Mr. Price clarified that the Orem facility possesses a maximum hydraulic treatment capacity of 15 MGD, meaning the structural footprint and tank sizes are already properly scaled for eventual build-out conditions.

The upcoming capital projects will primarily focus on re-outfitting and replacing internal mechanical apparatuses within structures built in the 1980s, effectively extending the operational life of the primary infrastructure by 50 or more years. Furthermore, Mr. Price and Mr. Garrido clarified that Vineyard's exponential growth does not threaten the plant's capacity; Orem only services a small southern segment of Vineyard from 400

South, while the remainder of Vineyard's wastewater is routed to the Timpanogos Special Service District. Under the long-term allocation agreement, Lindon owns exactly 1.6 MGD of the plant's total 15 MGD capacity, a threshold expanded from 1.2 MGD years ago to fully absorb Lindon's projected build-out growth.

4. Orem 2000 North/Lindon 200 South Road Maintenance Agreement Update Discussion

Presenter: John Dorny, Orem Public Services Director

Mr. Dorny presented an updated draft agreement intended to replace an outdated 1980 contract. The 1980 agreement lacked technical detail, simply mandating that each city handle standard care and maintenance for their respective sections. Historically, Lindon maintained the corridor spanning from 1000 West to Lindon Park Drive, while Orem maintained the surrounding segments. However, a major jurisdictional shift occurred in 2019 when both municipalities transferred ownership of the freeway off-ramp sectors to the Utah Department of Transportation (UDOT). This transfer effectively eliminated the specific road segments previously managed independently by Lindon and Orem.

The newly drafted agreement establishes a simplified management framework for the remaining shared boundary lines. Lindon is currently in the middle of a comprehensive roadway reconstruction project between State Street and 1000 West, which is written into the contract as an explicit obligation to be finalized by the end of 2026.

Following the completion of Lindon's reconstruction, the proposed plan dictates that Orem will assume full, centralized operational responsibility for standard repair and maintenance across the entire shared boundary corridor from 1000 West all the way over to Skyline Drive. In exchange for Orem performing the physical upkeep, the contract establishes a clear 50/50 financial split. Orem's Obligation: Manage all daily operations, standard repairs, and maintenance activities (detailed thoroughly across sections 2.1 through 2.11 of the draft agreement). Lindon's Obligation: Timely reimburse Orem for exactly 50% of all accrued hard maintenance and repair costs.

Looking ahead, Orem has scheduled a major road reconstruction and asphalt overlay project for this corridor in 2031. To prevent newly paved surfaces from being cut up, the contract dictates that if either city needs to perform underlying utility work, it must be fully completed at least one year prior to the 2031 project. Sections 5 through 17 of the document cover standard legal recitals, financial penalty frameworks, and late payment terms.

Administrators emphasized that the agreement remains strictly in draft form. Mr. Cowie and Mr. Garrido noted that their team submitted a series of formal comments and revisions to Orem's legal counsel about a week and a half prior, and are awaiting a follow-up meeting to finalize the details.

A primary point of ongoing negotiation centers on "soft costs," such as internal staff labor and engineering design time. Because Orem's internal staff typically manages engineering and design work in-house without hiring third-party contractors, the cities have not yet determined how to equitably track, calculate, and split those internal labor reimbursements.

5. Lindon Hollow Drainage Agreement and Joint Maintenance of Waterway and Wetlands Discussion
Presenter: Juan Garrido, Lindon Public Works Director

Mr. Garrido introduced visual mapping to trace the regional drainage corridor, which collects critical stormwater runoff from three distinct municipalities: Orem, Pleasant Grove, and Lindon. Under a binding inter-local agreement, the financial and operational responsibilities for the stormwater flows are split according to historical runoff contributions: Orem: Responsible for 51% of the total flow. Pleasant Grove: Responsible for 17% of the flow, which empties through a central drainage channel splitting through the middle of Lindon. Lindon: Responsible for the remaining 32% of the flow.

Because the physical municipal boundaries of Orem and Pleasant Grove do not extend directly into this specific drainage area, Lindon has assumed the lead operational role. Lindon is tasked with overseeing channel flows, executing physical channel maintenance, and managing water quality initiatives.

Mr. Garrido noted that the channel has suffered from severe environmental degradation. Environmental studies tracing back to the late 1990s and early 2000s recorded high E. coli counts and heavy turbidity levels within the water stream. The channel's baseline capacity handles a steady three to five cubic feet per second (cfs); however, severe storm events trigger massive surges up to 200 plus cfs. These drastic volume fluctuations have caused severe structural erosion along the steep, canyon-like banks of the neglected channel.

To resolve these environmental issues, Mayor Lundberg successfully secured an initial American Rescue Plan Act (ARPA) grant between 2021 and 2022 tied directly to the Utah Lake Water Quality Program. The original state grant provided $700,000 against a 20% local matching requirement (requiring the combined cities to provide roughly $200,000, split according to their respective 51/17/32 flow percentages). Following a successful site inspection by state officials, the state awarded an additional $300,000, bringing the cumulative project funding to $1 million. Mr. Bybee noted that Orem’s recent utility budget adjustments anticipated these rising infrastructure obligations.

The $1 million funding pool will cover a complete "riparian reconstruction" from Geneva Road up to the wetland bridge. To mitigate the high velocity of the storm surges, engineering teams will lift the eroded floor of the channel and cut back the steep top banks. Laying the slopes back will transform the narrow, canyon-like ditch into an accessible, stabilized waterway that naturally slows water velocities, allowing sediment to settle while opening up safe areas for public fishing.

The infrastructure improvements double as a massive regional beautification project for the Lindon Heritage Trail. The multi-use trail creates a continuous recreational link running from Utah Lake past the local temple, down Center Street, through City Center Park, underneath State Street via a dedicated tunnel, and up to the foothills where it junctions with the Murdock Canal Trail.

Finally, Mr. Cowie reminded the council that Orem, Lindon, and Pleasant Grove jointly own the permanent wetland basin based on their agreement percentages. Originally purchased years ago to block a massive industrial development by Anderson Geneva that would have filled the marsh, the land serves as a vital natural stormwater detention basin. The acreage is locked under a permanent conservation easement, protecting the open public space, surrounding wildlife, and local beaver populations from any future industrial encroachment.

6. Legislative Interests in Common Between Cities Discussion
Presenter: Adam Cowie, Lindon City Administrator and Brenn Bybee, Orem City Manager

Mr. Bybee opened the discussion by noting that regular participation in the Utah League of Cities and Towns (ULCT) Legislative Policy Committee meetings provides a broader framework for the two municipalities to strategically coordinate their lobbying resources. Over the upcoming year, Mr. Bybee emphasized that both cities must maintain open communications and a unified front to protect local water sourcing rights, municipal water decision-making, and water asset control from state encroachment.

A primary emerging micro-mobility concern involves the regulation of e-bikes and e-scooters on interconnected municipal trails, most notably the high-traffic Murdock Canal Trail. While state statute provides basic baseline regulations, local administrations are grappling with balancing the positive aspects of outdoor youth activity against the public safety risks posed by heavy, high-speed electric models. To ensure consistency across municipal lines, Orem has joined a dedicated Utah County micro-mobility committee to draft standardized regional trail ordinances, vowing to share all data and policy frameworks with Lindon to prevent disjointed, "island-like" local enforcement.

Mr. Cowie shifted the conversation to broader structural threats from the Utah State Legislature, urging elected officials from both councils to use their personal political capital to advocate for local control when meeting with state legislators. Mr. Cowie cautioned that upcoming state-level bills are expected to further restrict and tighten how cities can utilize property taxes as an internal capital financing mechanism. Similar statutory pressures are mounting against municipal land-use authority and local affordable housing mandates, which are increasingly being dictated by heavy-handed state legislation.

On a positive fiscal note, Mr. Cowie credited the legislature for recently approving the Transportation Utility Fee (TUF) option, which legalizes a steady, alternative funding mechanism for local street and road maintenance. Councilmember Millett summarized the joint council sentiment regarding sweeping, state-mandated municipal interventions, declaring the state's top-down legislation as a "one size misfits all" approach that overrides local autonomy.

7. North Union Irrigation Co. Dissolution and Possible Canal Trail Discussion
Presenter: Juan Garrido, Lindon Public Works Director, Gary McGinn, Orem Community Development Executive Director and Reed Price, Orem Public Utilities Director

Mr. Garrido and Mr. Price—who serves simultaneously as the President and Vice President of the irrigation companies—outlined the spatial footprint of the network. The historic canal network originates at the mouth of Provo Canyon, cuts through Orem, transitions between water entities at 800 North, and extends north through Lindon into Pleasant Grove and American Fork.

Historically, Orem held a dominant stake in the Provo Bench Canal and Irrigation Company, while Lindon was the majority shareholder of the downstream North Union Canal Company. In November 2025, the North Union Canal Company officially voted to stop delivering agricultural and irrigation water. Because Lindon shifted its primary municipal water shares directly into the more modern and closed Provo River Aqueduct, the open canal network lost its operational hydraulic volume, rendering it impossible to sustain service for the few remaining private shareholders.

The corporate entity is actively finalizing the legal paperwork to disband and permanently convey all remaining water rights back to individual stakeholders. Critically, because the canal company holds no fee-simple property and operates purely on an ancestral "prescriptive easement," the full legal closure of the company will trigger an official abandonment of that easement. Following a statutory 90-day window after abandonment, the company will legally walk away from all liability, leaving the underlying land parcels to reversionary claims by adjacent homeowners.

To capture this corridor before it is permanently fractured by private property disputes, Orem has partnered with the Mountainland Association of Governments (MAG) to secure an infrastructure grant. The city issued a formal Request for Proposals (RFP) and received two competitive planning bids from design consultants Avenue Consultants and Landmark Design. The upcoming MAG-administered feasibility study is designed to address two main challenges: 1) Community and Public Outreach: In Orem alone, the canal corridor spans more than five miles, bisecting tightly packed residential zones with lot sizes ranging from 7,500 to 8,000 square feet. With more than 14,000 residents living within immediate walking distance of the banks—alongside numerous churches, parks, and schools—local feedback has varied wildly. Some adjacent homeowners are actively attempting to quitclaim the canal segments behind their homes to their own private deeds to block municipal access. Conversely, other residents have petitioned for a public trail system, while many complain that the dry ditch has become an attractive nuisance for illegal yard-waste dumping and criminal activity. 2) Technical Utility Analysis: The study will comprehensively evaluate the corridor's viability as a centralized utility baseline. This includes mapping potential shallow aquifer recharge infrastructure in tandem with the Central Utah Water Conservancy District, which seeks to preserve portions of the water conveyance easement to pump surplus water from the nearby Provo River back into local aquifers.

Mr. McGinn issued a warning regarding the structural stormwater hazards tied directly to the timeline of the canal company's dissolution. Although the irrigation company is no longer actively delivering water, a massive volume of private and public stormwater runoff is still plumbed directly into the open ditch. If the canal company walks away without a successor inter-local drainage agreement, individual property owners may begin backfilling or blocking their respective sections of the channel. If one homeowner fills their segment while an upstream neighbor continues to drain storm runoff, the water will have no egress, creating localized flooding hazards that municipal public works crews will be legally forced to resolve.

To prevent these flooding liabilities and protect the corridor's long-term municipal value, Mayor Lundberg and Orem City Manager Brenn Bybee directed their respective city attorneys and engineering staffs to share legal research immediately. The administrators aim to determine if a new, joint municipal stormwater conveyance entity can legally assume the canal's prescriptive easements before the 90-day abandonment window lapses. Mayor Lundberg closed the meeting by praising the deep "sister city" relationship between Orem and Lindon, expressing a commitment to move away from the historical five-to-six-year gap between joint summits in favor of hosting these collaborative policy meetings at least once a year.

Approved – August 17, 2026

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Britni Laidler, City Recorder

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Carolyn O. Lundberg, Mayor

The Lindon City Council regularly scheduled meeting on **Monday, July 6, 2026, at 5:15 pm** in the Lindon City Center, City Council Chambers, 100 North State Street, Lindon, Utah.

<u>REGULAR SESSION</u> – 5:15 P.M.

Conducting:	Carolyn Lundberg, Mayor
Invocation:	Steve Stewart, Councilmember
Pledge of Allegiance:	Carolyn Lundberg, Mayor

PRESENT	**EXCUSED**
Carolyn Lundberg, Mayor	
Cole Hooley, Councilmember	
Lincoln Jacobs, Councilmember	
Jake Hoyt, Councilmember – *arrived at 5:42 p.m.*	
Van Broderick, Councilmember	
Steve Stewart, Councilmember	
Juan Garrido, Public Works Director	
Todd Christensen, Emergency Manager	
Brian Haws, City Attorney	
Adam Cowie, City Administrator	
Britni Laidler, City Recorder	

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

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

   a) There were no announcements/comments from Council Members.

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

4. **COUNCIL REPORTS:**

<u>Councilmember Jacobs</u> – Councilmember Jacobs stated that the city had received a significant volume of land use applications. The most notable was a request from North Point to rezone their property from regional commercial to general commercial. Councilmember Jacobs also noted that Ivory Commercial (ICO), the commercial development at 700 North associated with Anderson Farms, plans to begin their multi-family phase in 2027.

<u>Councilmember Hoyt</u> – *Councilmember Hoyt was absent at this time.*

<u>Councilmember Broderick</u> – Councilmember Broderick had nothing to report.

Councilmember Stewart – Councilmember Stewart reported that the Youth Council had been on a summer break and would be resuming the following Monday, with preparations underway for Lindon Days.

Councilmember Hooley – Councilmember Hooley reported that the Communities That Care organization held a successful ribbon cutting at the pool.

Mayor Lundberg – Mayor Lundberg shared a brief announcement regarding U.S. Senator Curtis's 250-mile walk across Utah, noting that he passed through Lindon on Friday, walking from Heber down Provo Canyon. His camper was stationed at the Lindon Marina, and Mayor Lundberg and her husband joined him for a portion of the walk. On Saturday, Senator Curtis concluded his walk at the Provo Stadium of Fire to a large crowd. Mayor Lundberg also noted the upcoming Senior Barbecue, scheduled for Tuesday, July 14th at 5:30 PM, which will feature an Elvis impersonator. The event is open to the public at a nominal cost.

5. **Administrator's Report**
   - August Newsletter: Carolyn Lundberg
   - Next Council meetings: Aug 17th, September 8th (Tuesday)
   - Lindon Days: August 1st - 8th https://www.lindon.gov/314/Lindon-Days
   - Firework restrictions will be re-evaluated by the State before July 24th holiday.
   - Process for implementing sewer treatment fee
     - Present and approve in a single council meeting; or
     - Present in a meeting and send/publish notice of a future meeting where new fee will be considered; or
     - Other
   - Misc. Items.

6. **Approval of Minutes** – The minutes of the regular City Council meeting of June 15, 2026.

COUNCILMEMBER BRODERICK MOVED TO APPROVE THE MINUTES OF THE REGULAR CITY COUNCIL MEETING OF JUNE 15, 2026 WITH NOTED CHANGES. COUNCILMEMBER STEWART SECONDED THE MOTION. THE VOTE WAS RECORDED AS FOLLOWS:

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

THE MOTION CARRIED UNANIMOUSLY.

7. **Consent Agenda Items** - Items do not require public comment or discussion and

can all be approved by a single motion. The following consent agenda item was presented for approval.

a) Interlocal Agreement with the City of Orem for third party building inspection services. This provides back-up building inspection services if needed.

b) Lindon City Tree Board Appointment: Dan Severinsen

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

CURRENT BUSINESS

8. **Review & Action: Updated Emergency Management Plan; Resolution #2026-20-R.** The Council will review and consider an updated Emergency Management Plan for formal adoption as recommended by Lindon’s Emergency Manager, Todd Christensen.

Todd Christensen, Emergency Manager, presented the updated Emergency Management Plan for formal adoption. He explained that the revision sought to balance three often-competing requirements: FEMA grant compliance, operational practicality relative to Lindon's actual risk profile, and alignment with the city's available resources. He noted that prior plans meeting full FEMA requirements tended to be several-hundred-page documents that were rarely read or operationally useful.

The updated plan is considerably reduced in size. It consists of two components: a general Emergency Operations Plan (EOP) covering broad response concepts, and a more detailed, checklist-based annex that is not public-facing and is designed to be regularly updated following after-action reviews.

A significant structural change in the updated plan was the move away from a full Incident Command System (ICS) structure to an ICS-compliant "department structure," in which city employees respond in their normal professional capacities rather than being reassigned to ICS-specific roles such as Operations Section Chief or Logistics Section Chief. Emergency Manager Christensen noted this model is used by similarly sized cities in Utah County, including Elk Ridge and Woodland Hills. He clarified that in the event of a fire or hazmat incident, Orem would serve as incident commander; for other emergencies, Lindon would assume that role per existing agreements. The plan also incorporates Parks and Recreation staff in the operation of volunteer and donation centers.

Emergency Manager Christensen also introduced the concept of a "Common Operating Picture" using a quad chart format and a community lifelines reporting system adopted by FEMA after the 2017 hurricane season. Under this system, each of eight community lifelines would be assigned a color status—gray (unknown), red (disrupted, no solution), yellow (disrupted, solution in progress), or green (services available)—consistent with the state's DEM dashboard reporting.

Two items remain in progress: a formal animal care plan for disaster scenarios, and a shelter agreement with the school district. Emergency Manager Christensen noted that Oak Canyon Junior High is the only building within city limits that meets all Red Cross shelter requirements, and he is working to finalize a boilerplate agreement with the school district through the City Attorney's office.

Councilmember Jacobs asked about the role of elected officials in the plan. Emergency Manager Christensen clarified that the Mayor and City Council form a "policy group" that provides policy direction and intent to the EOC Manager and incident commander during emergencies. Councilmember Hooley raised several clarifying questions, including the frequency of updates to the hazard mitigation plan referenced in section 2.2, the financial pre-approval language in section 4.2.2, and a minor drafting error in section 4.1 where "county" should read "city." Emergency Manager Christensen confirmed these points and indicated corrections would be made.

Mayor Lundberg asked whether the plan, while being appropriately scaled to Lindon's size, adequately captured the city's greater complexity relative to smaller communities like Woodland Hills. Emergency Manager Christensen explained that he used those cities only as structural examples, not as content templates, and that Lindon's threat assessment and operational scope are tailored specifically to the city's profile. Police Chief Brower added that from his experience with large-scale emergency events, the plan provides a sound foundation for escalating to county and federal resources as needed and expressed confidence in the plan.

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

COUNCILMEMBER HOOLEY MOVED TO APPROVE RESOLUTION #2626-20-R AS PRESENTED. COUNCILMEMBER STEWART SECONDED THE MOTION. THE VOTE WAS RECORDED AS FOLLOWS:

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

THE MOTION CARRIED UNANIMOUSLY.

9. **Review & Action: Bid Award for Lindon Hollow Creek Restoration project.** The Council will review and consider a recommendation by Lindon City Public Works Department to award the bid for the Lindon Hollow Creek Restoration project to Redoubt Restoration, who scored highest on their combined proposal, bid amount, and experience with a bid of $721,575.00.

Juan Garrido, Public Works Director, recommended awarding the bid for the Lindon Hollow Creek Restoration project to Redoubt Restoration, a company based in Highland specializing in stream and environmental restoration, with a bid of $721,575.00. The project was advertised via the state procurement system (Bonfire), and 12 contractors attended a mandatory pre-bid site walk, with 5 submitting proposals. Five independent reviewers evaluated the proposals on pricing, company experience, and project manager qualifications, with Redoubt Restoration unanimously chosen as the top firm despite not having the lowest bid. Their superior experience was critical for the project's time-sensitive nature. Bio West, having worked with the top two contractors, confirmed their excellent track records. Redoubt's expertise includes stream channels, rock and log dam construction, and environmental permitting, necessary to avoid costly issues that have occurred with lower bids in past projects. The project must meet the November 30 deadline for ARPA funds. Utah's state code requires the selection of the "lowest responsive, responsible bidder," matching Lindon's procurement standards.

The project's total cost is approximately $1.3 million, with Lindon's direct cost around $65,000, leaving $50,000–$60,000 grant funds for potential additional needs. The city will get back 80% of costs from the state reimbursement, sharing remaining costs with Orem and Pleasant Grove. Director Garrido noted that paving on 200 South was nearly complete with final work expected the next morning; work on 600 North and 650 North was ongoing, with paving planned for the following week. The wellhouse project was also out for bids due July 17th–19th.

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

COUNCILMEMBER HOYT MOVED TO AWARD THE BID TO REDOUBT RESTORATION FOR THE HOLLOW CREEK RESTORATION PROJECT. COUNCILMEMBER HOOLEY SECONDED THE MOTION. THE VOTE WAS RECORDED AS FOLLOWS:

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

THE MOTION CARRIED UNANIMOUSLY.

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

COUNCILMEMBER HOYT MOVED TO ENTER A CLOSED SESSION TO DISCUSS POTENTIAL PURCHASE OR SALE OF REAL PROPERTY. COUNCILMEMBER BRODERICK SECONDED THE MOTION. THE VOTE WAS RECORDED AS FOLLOWS:

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

THE MOTION CARRIED UNANIMOUSLY.

COUNCILMEMBER BRODERICK MOVED TO CLOSE THE CLOSED SESSION AND RECONVENE THE REGULAR OPEN MEETING. COUNCILMEMBER STEWART SECONDED THE MOTION. THE VOTE WAS RECORDED AS FOLLOWS:

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

THE MOTION CARRIED UNANIMOUSLY.

Adjourn –

COUNCILMEMBER BRODERICK MOVED TO ADJOURN THE MEETING AT 7:47 PM. COUNCILMEMBER STEWART SECONDED THE MOTION. ALL PRESENT VOTED IN FAVOR. THE MOTION CARRIED.

Approved – August 17, 2026

____
Britni Laidler, City Recorder

____
Carolyn O. Lundberg, Mayor

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

a) Interlocal Agreement w/Utah County, Communities That Care, FY's 27-28 funding for Substance Misuse Prevention. Resolution #2026-24-R

b) Agreement w/Utah County, Communities That Care, FY27 funding for various CTC programs.

c) Surplus Equipment Disposal; Resolution #2026-26-R

d) Tymco Street Sweeper purchase contract for $412,750 (plus interest on a 4-year payment plan, financed through Tymco, for a total price of $450,701.96); Resolution #2026-28-R. (The City Council previously approved $75,000 in the FY26-27 budget to pay down the purchase of the sweeper.)

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

RESOLUTION NO. 2026-24-R

A RESOLUTION OF THE CITY COUNCIL OF LINDON CITY, UTAH COUNTY, UTAH, APPROVING AN INTERLOCAL COOPERATION AGREEMENT WITH UTAH COUNTY FOR CONTINUED PARTICIPATION IN THE COMMUNITIES THAT CARE PREVENTION MODEL AND GRANT PROGRAM, WITH SPECIFIC FUNDING FOR SUBSTANCE MISUSE PREVENTION, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Utah County and Lindon City have voluntarily determined that the interests and welfare of the public within their respective jurisdictions will best be served by this Interlocal Cooperative Agreement for joint cooperative action; and

WHEREAS, the Communities That Care (CTC) system has proven effective in building good parenting programs, promoting healthy family development, improving youth development outcomes, and reducing youth problems associated with drug & alcohol use and/or criminal behaviors, all through personalized training and coaching; and

WHEREAS, Utah County Health Department and Lindon City entered into an Interlocal Agreement in late 2022 to create the CTC program in Lindon and now desire to cooperatively work to maintain & renew the Communities That Care system within Lindon City; and

WHEREAS, Lindon City desires to proceed with continued implementation of the CTC program per the terms of the Interlocal Cooperation Agreement included as *Exhibit A*.

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

1. The Lindon City Council approves the Interlocal Cooperation Agreement Between Utah County and Lindon City for the continuance of the CTC program and substance misuse prevention programs in Lindon City as attached in *Exhibit A*.

(See Exhibit A)

PASSED AND ADOPTED by the Lindon City Council on this the 17th day of August, 2026.

____
Carolyn O. Lundberg, Mayor

ATTEST:

____
Britni Laidler, City Recorder

SEAL:

Agreement No. 2026 - 558

INTERLOCAL COOPERATION AGREEMENT WITH LINDON CITY FOR SUBSTANCE MISUSE PREVENTION SERVICES AND COMMUNTIES THAT CARE PREVENTION MODEL FOR FY27 AND FY28

THIS IS AN INTERLOCAL COOPERATION AGREEMENT, made and entered into by and between UTAH COUNTY, UTAH, a body corporate and politic of the State of Utah, by and through the Utah County Health Department, (UCHD) 100 East Center Street, Provo, Utah 84601 and the municipality of Lindon City, 100 N. State St., Lindon, Utah 84042, municipal corporation and a political subdivision of the State of Utah.

WHEREAS, pursuant to the provisions of the Interlocal Cooperation Act, Title 11, Chapter 13, Utah Code Annotated, 1953, as amended, public agencies, including political subdivisions of the State of Utah as therein defined, are authorized to enter into written agreements with one another for joint or cooperative action; and

WHEREAS, all of the parties to this Agreement are public agencies as defined in the Interlocal Cooperation Act; and

WHEREAS, Utah County and Lindon City, within Utah County, through their respective governing bodies, have voluntarily determined that the interests and welfare of the public within their respective jurisdictions will best be served by this Interlocal Cooperative Agreement for joint or cooperative action.

NOW THEREFORE, in consideration of the covenants and promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

Section 1. Effective Date; Duration.

This Agreement shall become effective July 1, 2026 and shall enter into force, within the meaning of the Interlocal Cooperation Act, upon the submission of this Interlocal Cooperation Agreement to, and the approval and execution hereof by a majority of the governing bodies of all of the parties to this Agreement. The term of this Interlocal Cooperation Agreement shall be from July 1, 2026 hereof until June 30, 2028. This Interlocal Cooperation Agreement shall not become effective until it has been reviewed and approved as to form and compatibility with the laws of the State of Utah by the Utah County Attorney's Office, and the Lindon City Attorney. Prior to becoming effective, this Interlocal Cooperation Agreement shall be filed with the person who keeps the records of each of the parties hereto.

Section 2. Administration of Interlocal Cooperation Agreement.

The parties to this Agreement do not contemplate nor intend to establish an Interlocal entity under the terms of this Interlocal Cooperation Agreement. The parties do agree that, pursuant to Section 11-13-207, Utah Code Annotated, 1953 as amended, that Utah County shall act as the administrator responsible for the administration of this Interlocal Cooperation Agreement. The parties further agree that this Interlocal Cooperation Agreement does not anticipate nor provide for any organizational changes in the parties.

Section 3. Purposes

This Interlocal Cooperation Agreement is established for the following purposes:

a. To coordinate with Lindon City to employ a part-time (up to 20 hours per week, 52 weeks per year) Communities that Care (CTC) Coalition Coordinator and provide technical support to establish and maintain the CTC prevention model within the community.

b. To provide funding to Lindon City to employ a Coalition Coordinator as follows:

To provide funding to Lindon City to continue to build capacity within the CTC coalition: Utah County will provide Lindon City thirty-four thousand dollars ($34,000) for the CTC Coalition Coordinator position/costs and for coalition capacity building for the period of July 1, 2026 through June 30, 2027 and thirty-four thousand dollars ($34,000) for the Coalition Coordinator position/costs and for coalition capacity building for the period of July 1, 2027 through June 30, 2028. The maximum amount under this Agreement for the reimbursement of expenses shall not exceed $68,000. Payment under this contract is contingent upon the availability of state-allocated funds for Fiscal Years 2027–2028 from the Utah Department of Health and Human Services. In the event such funds are not allocated or become unavailable, the County shall not be obligated to pay for any remaining portion of the contract and will notify the Lindon City of the change. Lindon City will provide a yearly minimum match of ten thousand dollars ($10,000).

c. To establish and maintain the CTC system within Lindon City and to work with UCHD to ensure the CTC model is being implemented with fidelity through the five phases of CTC (http://www.communitiesthatcare.net/).

d. To reduce youth problem behaviors as found in the Hawkins and Catalano Risk and Protective Factor Model.

Section 4. Manner of Financing.

This Interlocal Cooperation Agreement and the joint cooperative actions contemplated herein shall not receive separate financing, nor shall a separate budget be required. Each party shall be responsible for its own obligations under this Interlocal Cooperation Agreement. The funds provided are primarily to be used for:

1. Coalition Coordinator position costs/salary.
2. Trainings associated with the coalition coordinator and coalition members for approved travel costs.
3. Any additional prevention activities as described in the CTC model or community action plan pending approval from UCHD.

Section 5. Coalition Capacity Building Funding

The funds appropriated for coalition capacity building can be used for the following:

1. CTC coalition training costs directly related to benchmarks and action plans.
    a. CTC module trainings
    b. State CTC trainings
    c. Food/mileage/supplies

2. Travel/Training, including but not limited to Principles of Prevention, CADCA and/or National Prevention Network Conference for coordinator and coalition members
    a. Mileage, airfare, per diem, registration, lodging and transportation

3. Town hall/community education events
    a. Advertising, food and recognition awards, coalition needs

4. Workgroup activities
    a. Evaluation contract
    b. Data collection
    c. Meeting costs

5. Minor equipment under $600.00

Section 6. Interlocal Requirements

1. The Coalition Coordinator will attend and complete Substance Abuse Prevention Specialist Training (SAPST) within the first six months of hire.
2. The Coalition Coordinator will attend state/county CTC trainings as prioritized by UCHD and Coordinator.
3. Incorporate CTC benchmarks and milestones as foundation of fidelity.
4. Complete and provide coalition agendas and minutes for all board and workgroup meetings.
5. Develop and use by-laws and organizational structure to direct the coalition.
6. Coordinator will record all completed prevention activities in the SPARKS data system within three weeks of service.
7. Billings and claims for covered services must be submitted by the **10th of each**

month. Billings and claims received by the 10th will reflect requested reimbursements for the previous month**. Due to budget cycles, per fiscal year, the final invoice will be due no later than June 10th. Late billings will not be reimbursed.**

8. A bi-annual narrative report (1 page) identifying completed benchmarks and the current status of the action plan is due December 15 and July 15 each year.

Section 7. Property Used in Joint and Cooperative Undertaking.

There will be no real or personal property acquired, held, and used pursuant to this Interlocal Cooperation Agreement.

Section 8. Methods of Termination.

This Interlocal Cooperative Agreement shall automatically terminate at the end of its term herein pursuant to the parameters of Section 1 of this Agreement. The parties to this Agreement may also withdraw from participation herein by giving at least thirty days' notice to each of the other party to this Agreement. Any notice of termination or notice of withdrawal shall be served upon each of the parties to this Agreement.

Section 9. Indemnification.

Both parties are governmental entities subject to the Governmental Immunity Act of Utah, Utah Code Ann., Section 63G-7-101, et seq., as amended. By entering into this Agreement, neither party waives by this Agreement any defenses or limits of liability available under the Governmental Immunity Act of Utah, or any other applicable federal, state, or common law. Nothing in this Agreement shall be construed as an assumption of any duty for the benefit of any third-party. Subject to, and without waiving any immunities under applicable federal, state, or common law, including those described above, each party shall assume and retain liability and responsibility for the claims, losses, damages, injuries, or other liabilities arising out of the acts, omissions, or negligence of its own officers, employees, agents, and contractors in an amount not to exceed the damage limits in Utah Code Ann., Section 63G-7-604, as amended.

Section 10. Filing of Interlocal Cooperation Agreement.

Executed copies of this Interlocal Cooperation Agreement shall be placed on file in the office of the County Clerk/Auditor of Utah County, and with the official keeper of Lindon City records and shall remain on file for public inspection during the term of this Interlocal Cooperation Agreement.

Section 11. Adoption Requirements.

This Interlocal Cooperation Agreement shall be (a) approved by the executive body or officer of each of the parties, (b) executed by a duly authorized official of each of the parties, (c) submitted to and approved by an authorized attorney of each of the parties, as required by Section 11-13-202.5, Utah Code Annotated, 1953 as amended, and (d) filed in the official records of each party.

Section 12. Amendments.

This Interlocal Cooperation Agreement may not be amended, changed, modified or altered except by an instrument in writing which shall be (a) approved by a resolution of the legislative body of each of the parties, (b) executed by a duly authorized official of each of the parties, (c) submitted to and approved by an authorized attorney of each of the parties, as required by Section 11-13-202.5, Utah Code Annotated, 1953 as amended, and (d) filed in the official records of each party.

Section 13. Severability.

If any term or provision of this Interlocal Cooperation Agreement or the application thereof shall to any extent be invalid or unenforceable, the remainder of this Interlocal Cooperation Agreement, or the application of such term or provision to circumstances other than those with respect to which it is invalid or unenforceable, shall not be affected thereby, and shall be enforced to the extent permitted by law. To the extent permitted by applicable law, the parties hereby waive any provision of law which would render any of the terms of this Interlocal Cooperation Agreement unenforceable.

Section 14. Governing Law.

All questions with respect to the construction of this Interlocal Cooperation Agreement, and the rights and liability of the parties hereto, shall be governed by the laws of the State of Utah.

Section15. Committees.

The parties may establish from time to time such committees as shall be deemed appropriate and necessary.

Section 16. Headings.

Section headings are for convenience of reference only and shall not be considered any interpretation of the Interlocal Cooperation Agreement.

Section 17. Entire Agreement.

This Interlocal Cooperation Agreement contains the entire agreement of the parties. No promise, representation, warranty, or covenant not included in this Agreement has been or is relied upon by the parties to it.

Section 18. Execution by Counterparts.

This Interlocal Cooperation Agreement may be executed in counterparts. The original of each executed Agreement shall be filed with Utah County.

Section 19. Sub-recipient Requirements.

By virtue of terms and conditions of the Federal Substance Abuse Prevention and Treatment block grant that funds the services purchased through this Agreement, Lindon City becomes a sub-recipient of the federal grant. **ALN #: 93.959 SAPT Funded Prevention Services, Substance Abuse Block Grant BSAPTG FFY27.**

As Lindon City is a Sub-recipient of the grant monies, and as such, shall have no authorization, express or implied, to bind Utah County to any agreements, settlements, liability, or understanding whatsoever, and agrees not to perform any acts as agent for the County, except as herein expressly set forth. The Sub-recipient shall be responsible for the payment of all income tax and social security amounts due as a result of payments received from the County for these contract services. Persons employed by the County and acting under the direction of the County shall not be deemed to be employees or agents of Lindon City.

a) All Lindon City records with respect to any matters covered by this Agreement shall be made available to the County, OSUMH and the Comptroller General of the United States or any of their authorized representatives.

b) Failure of the city to comply with the above requirements will constitute a violation of this Agreement and may result in the withholding of future payments.

c) In accordance with OMB Circular A-133, *Audits of State, Local Governments and Non-Profit Organizations*, state and local governments or non-profit organizations that expend $500,000 or more in total federal financial assistance (from all sources) in the recipient's fiscal year shall have a Single Audit completed.

d) All Sub-recipients, regardless of Single Audit eligibility, will make all pertinent financial records available for review, monitoring or audit, in a timely manner to appropriate officials of the federal granting agency, Utah County, any pass-thru entity and/or the General Accounting Office.

Nothing contained in this Agreement is intended to, nor shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Sub-recipient shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The County and program administrator shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as the Sub-recipient is an independent contractor.

WITNESS WHEREOF, the parties have signed and executed this Interlocal Cooperation Agreement on the dates listed below:

Utah County Authorized by Resolution No. 2026-557, authorized and passed on the 8th day of July 2026.

Lindon City Authorized by Resolution No. ____________, authorized and passed on the _____ day of ___________________ 2026.

APPROVED AND ADOPTED this 8th day of July 2026.

BOARD OF COUNTY COMMISSIONERS
UTAH COUNTY, UTAH

Signed by:
By: Skyler Beltran 07/08/2026
659A934B495A4BC...
SKYLER BELTRAN, Chair Date

Signed by:

ATTEST:
AARON R. DAVIDSON
Utah County Clerk

Signed by:
By: Jolynn Clegg 07/08/2026
9D992F0F25144C0...
Deputy Date

Lindon City

By: ______________________________
Mayor Date

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

DocuSigned by:
By: Zachary Zundel 07/08/2026
114679E6E87A4E8...
Deputy Utah County Attorney Date

By: ______________________________
Lindon City Recorder Date

APPROVED AS TO FORM:

By: ______________________________
Lindon City Attorney Date

Utah County
HEART of UTAH

AGREEMENT No. 2026-452

AGREEMENT

THIS AGREEMENT is made and entered into byandbetween UtahCounty, a political and corporate body of the State of Utah, located at 100 East Center Street, Provo, Utah 84606, and the following CONTRACTOR:

Name: Lindon Cares- Communities that Care Coalition
Contact Person: Jamie Jensen
Address: 25 N Main St
Phone #: 801-769-8625
City: Lindon State: Utah Zipcode: 84042
Email: jjensen@lindon.gov

Legal Status of Contractor:
- ☐ Sole Proprietor
- ☐ Partnership
- ☑ Government Department: Lindon City
- ☐ Non-Profit Corporation
- ☐ For-Profit Corporation
- ☐ Limited Liability Company (LLC)

1. **PURPOSE OF CONTRACT**
   This agreement is to obtain the following products, services, or products and services (be specific):
   Thecontractor willreduceyouthsubstanceuseby providing GuidingGood Choices,parenteducationsessions, provide social and emotional wellness education, and more as further described in Attachment C. Utilizing passing funds from Agreement No. 2026-412

2. CONTRACT COSTS
Contractor willbe:
- ☑ paid a maximum of $45,000 for costs authorized by this agreement;
- ☑ compensated in accordance with ATTACHMENT B: CONTRACTOR's Proposal.

3. CONTRACT PERIOD
The term of this agreement shall commence on: ☐ ______________, or ☑ the date of execution of this agreement.
This agreement shall terminate on _June 30, 2027_____ unless terminated early or performancehasbeen completed.

4. ATTACHMENTS
The following indicated attachments are fully incorporated into this agreement:
- ☑ A: Utah County Standard Terms and Conditions
- ☑ B: CONTRACTOR's Proposal
- ☑ C: Special Provisions
- ☐ D: Utah County Procurement Compliance
- ☐ E: General Liability and Workers Compensation Certificate
- ☑ F:Procedures for Reimbursement____
- ☐ G:________________________________
- ☐ H: ________________________________

Except as explicitly modified by ATTACHMENT C:Special Provisions, any ambiguities or conflicting terms will be resolved by granting deference to the terms of ATTACHMENT A:Utah County's Standard Terms and Conditions.

IN WITNESS WHEREOF, the parties have executed this agreement on *10th* of June 2026.

Signed by:

ATTEST:
AARON R.DAVIDSON
Utah County Clerk

Signed by:
By: Jolynn Clegg
9D992F0E25144C0...
Deputy Clerk

BOARD OF COUNTY COMMISSIONERS,
UTAH COUNTY, UTAH

Signed by:
By: Skyler Beltran
059A934B495A4BC...
SKYLER BELTRAN, Chair

APPROVED AS TO FORMAND LEGALITY:
JEFFREY S. GRAY
Utah County Attorney

DocuSigned by:
By: Zachary Zundel
114679E6E87A4E8...
Deputy Utah County Attorney

CONTRACTOR

By: ______________________________

Its: ______________________________

ATTACHMENT A:
UTAH COUNTY STANDARD TERMS AND CONDITIONS FOR PRODUCTS AND SERVICES

1. **DEFINITIONS.** The following terms shall have the meanings set forth below:

(A) The "Agreement" consists of the following documents:

(i) The Utah County Agreement cover page, which contains the signatures of Utah County and Contractor, or, an unsigned Purchase Order (PO);

(ii) This Attachment A: Utah County Standard Terms and Conditions for Products and Services; and

(iii) Any other express written attachments that are incorporated by reference on the Utah County Agreement cover page.

(B) "Contractor" means the individual or entity delivering the Products and Services identified in the Agreement. The term "Contractor" shall include the individual's or entities' agents, officers, employees, and partners.

(C) The "County" means Utah County, a political subdivision of the State of Utah, as directed and managed by a majority vote of the Board of County Commissioners of Utah County.

(D) "Products" means any products to be delivered to the County by Contractor as described in the Utah County Agreement cover page, including any products described in any attachments that are incorporated by reference on the Utah County Agreement cover page.

(E) "Services" means any services to be performed for the County by Contractor as described in the Utah County Agreement cover page, including any services described in any attachments that are incorporated by reference on the Utah County Agreement cover page.

(F) "Subcontractors" mean subcontractors or subconsultants that are under the direct or indirect control or responsibility of Contractor, and includes all independent contractors, agents, employees, or authorized resellers.

2. **EXTRA WORK.**

(A) Extra work shall be undertaken only when previously authorized in writing by the County and is defined as additional work which is neither shown nor defined in the Agreement or the attached Contractor's proposal (if any) but determined by the County to be necessary to the project. Extra work is also defined as that additional effort necessary by reason of changed conditions which are radical and unforeseeable.

(B) Miscellaneous items normally associated with the major work items included in the Agreement, but which may not be specifically identified, shall be furnished by Contractor as if they had been included in the Agreement, without additional cost to the County. After written prior authorization of the Board of County Commissioners of Utah County, payment for authorized extra work will be made in the previously authorized amount only.

3. **PAYMENT.** Payments from the County are normally made within thirty (30) days following the date an order is delivered, service is performed, or the date a correct invoice is received, whichever is later. All payments for the Agreement will be remitted electronically, by mail, or as otherwise determined by the County. Contractor shall accept payment by check or by Purchasing Card without any additional fees.

4. **OWNERSHIP IN INTELLECTUAL PROPERTY.** The County and Contractor each recognize that each has no right, title, interest, proprietary or otherwise in the intellectual property owned or licensed by the other, unless otherwise agreed upon by the parties in writing. The County will have all rights, title, and ownership of all websites and social media accounts, including any passwords, usernames, or other pertinent login information or hosting credentials; advertising materials, including any content or work product; images; newsletters; and intellectual property, including derivative works, created, or arising out of the performance of the Agreement, unless otherwise indicated in the Agreement. Contractor will give the County a list of all current passwords, usernames, and any other relevant information or credentials necessary for access and control of any property under the Agreement upon completion of the Agreement or upon the County's request.

5. **INSURANCE.**

(A) Contractor agrees to carry Commercial General Liability insurance coverage equal to or greater than three million dollars ($3,000,000) per occurrence, or in a lesser amount if explicitly authorized and identified on the Utah County Agreement cover page. This coverage shall provide liability insurance to cover the activities of Contractor and its subcontractors, all equipment and vehicles, public or private, used in the performance of the Agreement, and to add the County as an additional insured for any Services in the contract. Prior to commencement of work, Contractor shall furnish a Certificate of Insurance to the County evidencing that Contractor has this insurance in place and that the County is an additional insured. An umbrella policy may be used to supplement the Commercial General Liability insurance coverage if needed to reach the coverage requirement.

(B) Prior to commencement of Services, Contractor shall furnish a Certificate of Insurance to the County evidencing that Contractor has Workers Compensation Insurance for the Contractor and Subcontractors.

6. **DATA PRIVACY.** If Contractor, as part of this agreement or transaction, will receive or work with County information, or if they will be gathering data on behalf of the County, Contractor will be required to comply with the following provisions as applicable.

(A) Cyber Insurance. Contractor agrees to purchase and maintain throughout the term of this Agreement a technology and professional liability insurance policy, including coverage for network security and data protection liability insurance (also called "cyber liability") covering liabilities for financial loss resulting or arising from acts, errors, or omissions, in rendering technology or professional services or in connection with the specific services described in violation or infringement of any right of privacy, including breach of security and breach of security or privacy laws, rules or regulations globally, now or hereinafter constituted or amended; data theft, damage, unauthorized disclosure, destruction, or corruption, including without limitation, unauthorized access, unauthorized use, identity theft, theft of personally identifiable information or confidential government, corporate, or public information in whatever form; transmission of a computer virus or other type of malicious code; participation in a denial of service attack on third party computer systems; loss or denial of service; with no cyber terrorism exclusion; with a minimum limit of three million dollars ($3,000,000) for each and every claim and in the aggregate. Such coverage must include technology and professional liability including breach of contract, privacy and security liability, privacy regulatory defense and payment of civil fines, payment of credit card provider penalties, and breach response costs (including without limitation, notification costs, forensics, credit protection services, call center services, identity theft protection services, and crisis management and public relations services). Such insurance must explicitly address all of the foregoing without limitation if caused by an employee of the Contractor or an independent contractor working on behalf of the Contractor in performing services under this Agreement. Policy must provide coverage for wrongful acts, claims, and lawsuits anywhere in the world. Such insurance must include affirmative contractual liability coverage for any data breach indemnity in this Agreement, for all damages, defense costs, privacy regulatory civil fines and penalties, and reasonable and necessary data breach notification, forensics, credit protection services, public relations and crisis management, and other data breach mitigation services resulting from a confidentiality or security breach by or on behalf of the Contractor. Contractor shall furnish evidence of coverage at the time of any bid or proposal, and upon request at any time during the term of the Agreement.

(B) Protecting Personal Identifying Information. Utah Code Title 63A, Chapter 19requires governmental agencies follow specific standards to protect personal data privacy. Consistent with Utah Code § 63A-19-401(4), Contractor acknowledges that Contractor and any Subcontractor, are also required to comply with the relevant requirements of this chapter regarding the personal data processed or accessed by Contractor or Subcontractor as part of Contractor's duties under the Agreement to the same extent as required of the governmental entity.

7. **GOVERNING LAW AND VENUE.** The Agreement shall be governed, construed, and enforced in accordance with the laws of the State of Utah and Utah County. Any action or proceeding arising from the Agreement shall be brought in a court of competent jurisdiction in the State of Utah. Venue shall be in Provo, in the Fourth Judicial District Court for Utah County.

8. **COMPLIANCE WITH LAWS AND REGULATIONS.** At all times during the Agreement, Contractor and all Products and Services performed under the Agreement shall comply with all applicable federal and state constitutions, laws, rules, codes, orders, and regulations, including applicable licensure and certification requirements. Any violation by Contractor of applicable law shall constitute an event of default under the Agreement and Contractor shall indemnify the County from and against any and all liability arising out of or connected with the violation, to include all attorney fees and costs incurred by the County as a result of the violation. Contractor is responsible, at its expense, to acquire, maintain, and renew all necessary permits and licenses required for its lawful performance of its duties and obligations under the Agreement during the term of the Agreement. To the extent that Contractor uses, stores, transfers, or manipulates any data in the performance of its obligations, Contractor will further comply with all applicable privacy and data laws and regulations, including but not limited to General Data Protection Regulation 2016/679 of the European Union ("GDPR") and similar provisions from any jurisdiction in the United States and any locations where data is or may be stored.

9. **EMPLOYMENT STATUS VERIFICATION.** Contractor shall register and participate in the Status Verification System and comply with Utah Code § 63G-12-302 of the Identity Documents and Verification Act. Contractor shall require an affidavit verifying compliance with Utah Code § 63-G-12-302 from each of its contractors and subcontractors.

10. **INDEPENDENT CONTRACTOR.** Contractor's legal status is that of an independent contractor, and in no manner shall Contractor be deemed an employee or agent of the County, and therefore is not entitled to any of the benefits associated with such employment. As an independent contractor, Contractor shall have no express or implied authority to bind the County to any agreements, settlements, liabilities, or understandings whatsoever, and agrees not to perform any acts as an agent for the County. Contractor shall remain responsible for all applicable federal, state, and local taxes, and all FICA contributions.

11. **INDEMNIFICATION.** To the fullest extent permitted by law, Contractor shall indemnify, defend, and hold harmless the County, its officers, employees, and agents, from and against any and all claims, demands, causes of action, orders, decrees, judgements, losses, risks of loss, damages, expenses, and liabilities arising out of or related to the Agreement. Contractor shall also pay any litigation expenses that the County incurs, including attorney's fees, arising out of or related to the Agreement. As between the parties to the Agreement, Contractor shall assume sole liability for any injuries or damages caused to a third party as a result of fulfillment of the Agreement. The County reserves the right to conduct, control, and direct its own defense for any claims, demands, causes of action, orders, decrees, judgements, losses, damages, expenses, and liabilities arising out of or related to the Agreement.

12. **INDEMNIFICATION RELATING TO INTELLECTUAL PROPERTY.** Contractor shall indemnify and hold the County harmless from and against any and all damages, expenses (including reasonable attorney's fees), claims, judgments, liabilities, and costs in any action or claim brought against the County for infringement of a third party's copyright, trademark, trade secret, or other proprietary right arising from this Agreement.

13. **GOVERNMENTAL IMMUNITY.** The County is a corporate and political subdivision of the State of Utah, subject to the Governmental Immunity Act of Utah (the "Act"). The County does not waive any procedural or substantive defense or benefit provided or to be provided by the Act or any comparable legislative enactment. The parties agree that the County shall only be liable within the parameters of the Act. Nothing contained in the Agreement shall be construed in any way to modify the limits set forth in that Act or the basis for liability as established in the Act.

14. **NON-FUNDING CLAUSE.** The County intends to request the appropriation of funds to be paid for the services provided by Contractor under the Agreement. The Agreement shall create no obligation on the County as to succeeding annual budget cycles and if funds are not available beyond December 31 of any effective annual budget cycle of the Agreement, or if the budget is amended and such funds are no longer available, the County's obligation for performance of the Agreement shall be null and void. This termination shall not be construed as a breach of the Agreement or any event of default under the Agreement and the termination shall be without penalty, and no right of action for damages or other relief shall accrue to the benefit of Contractor, its successors, or its assigns, as to the Agreement. If funds are not appropriated for a succeeding annual budget cycle to fund performance by the County under the Agreement, or if the budget is amended to make such funds no longer available, the County shall attempt to notify Contractor of non-funding and the termination of the Agreement.

15. **SALES TAX EXEMPTION.**

a. Service Contract: If Contractor is providing services (e.g., building a road, remodeling a building, cleaning up waste, consulting, interpreting, providing medical or financial services, etc.), the Contractor may not use the County's tax exempt number to purchase goods necessary for the execution of this Agreement.

b. Goods Contract: If the Contractor is providing goods, the County's sales and use tax exemption number is 11748944 002 STC. The tangible personal property or services being purchased are to be paid from the County's funds and used in the exercise of that entity's essential functions. As such, Contractor shall not charge the County any sales tax for the product(s) purchased under the Agreement.

16. **CONFIDENTIALITY.** Materials, information, data, reports, plans, analyses, budgets, and similar documentation provided to or prepared by Contractor in performance of the Agreement shall be owned by the County and shall be held confidential by Contractor. In addition, all information provided to Contractor by the County for the purposes of Contractor's performance of the Products or Services, whether provided in writing or any other form, shall be held in confidence by Contractor and Contractor shall not release any of the information to any third party, any member of Contractor's firm who is not involved in the performance of Products or Services, or to any representative of the news media without prior written consent of the County. The County shall have the sole obligation or privilege of releasing such information as required by law. Any employee or member of Contractor's firm, subcontractor, or agent with whom Contractor shares any information as described in this section will be under the same obligations of confidentiality, and Contractor is required to secure and provide to County written commitments to that effect from each such recipient of information.

17. **TERMINATION.** Unless otherwise stated in Attachment C: Special Provisions, the Agreement may be terminated with cause by either party, in advance of the specified termination date, upon written notice being given by the other party. If the violation is reasonably subject to cure, the party in violation will be given 10 working days after notification to correct and cease the violation, after which the Agreement may be terminated for cause. Time allowed for cure will not diminish or eliminate Contractor's liability for damages. The Agreement may be terminated without cause, in advance of the specified expiration date, by the County upon 30 days prior written notice being given to Contractor. On termination of the Agreement, all accounts and payments will be processed according to the financial arrangements in the Agreement for approved services rendered prior to the date of termination, subject to any offsetting claims by the County.

18. **FORCE MAJEURE.** The County will not be held liable for delay or default caused by fire, riot, acts of God, State or Utah County declared state of emergency, or war. The County may terminate the Agreement after determining such delay or default will reasonably prevent successful performance of the Agreement.

19. **SEVERABILITY OF AGREEMENT.** The invalidity of any portion of the Agreement shall not prevent the remainder from being carried into effect.

20. **LEGAL SUPPORT.** Contractor shall be responsible to provide all legal support for the project including but not limited to the preparation of contracts with subcontractors.

21. **NO PRESUMPTION.** Should any provision of the Agreement require judicial interpretation, the Court interpreting or construing the same shall not apply a presumption that the terms in the Agreement shall be more strictly construed against the party, by reason of the rule of construction that a document is to be construed more strictly against the person who himself or through his agents prepared the same, it being acknowledged that all parties have participated in the preparation hereof.

22. **WARRANTY.** To the maximum extent permitted under Utah State law, Contractor warrants to the County that all services and materials furnished under the Agreement will be of the highest quality, consistent with the degree of skill and care ordinarily exercised by similarly situated members of Contractor's profession, and in conformance with the terms hereof.

Contractor warrants and assumes responsibility for all products (including hardware, firmware, and software products) that it licenses, contracts, or sells to the County under the Agreement for a period of one year, unless otherwise specified and mutually agreed upon elsewhere in the Agreement or Contractor's proposal, attached hereto (if any). Contractor (seller) acknowledges that all warranties granted to the buyer by the Uniform Commercial Code of the State of Utah apply to the Agreement. Product liability disclaimers and warranty disclaimers from the seller are not applicable to the Agreement unless otherwise specified and mutually agreed upon elsewhere in the Agreement. In general, Contractor warrants that: (1) the product will do what the salesperson said it would do, (2) the product will live up to all specific claims that the manufacturer makes in their advertisements, (3) the product will be suitable for the ordinary purposes for which such product is used, (4) the product will be suitable for any special purposes that the County has relied upon Contractor's skill or judgment to consider when it advised the County about the product, (5) the product has been properly designed and manufactured, and (6) the product is free of defects or unusual problems about which the County has not been warned in writing prior to entering into the Agreement. Remedies available to the County include, without limitation, the following: Contractor will repair or replace (at no charge to the County) the product whose nonconformance is discovered and made known to Contractor in writing. If the repaired or replaced product proves to be inadequate, or fails of its essential purpose, Contractor will refund the full amount of any payments that have been made. Nothing in this warranty will be construed to limit any rights or remedies the County may otherwise have under the Agreement.

23. **TIME IS OF THE ESSENCE.** The County and Contractor recognize that time is of the essence here and the County will suffer financial loss if any Products or Services are not delivered and performed within the time specified in the Agreement, plus any extensions approved in writing by the County. Contractor shall be liable for all reasonable damages to the County and to anyone whom the County may be liable to as a result of Contractor's failure to timely deliver and perform the Products and Services.

24. **DELIVERY.** Unless otherwise specified in this contract, all deliveries will be F.O.B. destination with all transportation and handling charges paid by Contractor. Responsibility and liability for loss or damage will remain with Contractor until final inspection and acceptance when responsibility will pass to the County except as to latent defects, fraud, and Contractor's warranty obligations, if applicable.

25. **CONDITION AND TITLE.** The products delivered by Contractor to the County shall be new and free of all faults and defects. Upon payment of the purchase price by the County to Contractor, Contractor shall

provide the County with clear title, free and clear of all liens and encumbrances, if applicable.

26. **INTERPRETATION OF AGREEMENT.** Whenever the context of any provision shall require it, the singular number shall be held to include the plural number, and vice versa, and the use of any gender shall include all genders. The paragraph and section headings in this Agreement are for convenience only and do not constitute a part of the provisions hereof.

27. **NOTICES.** All notices, demands and other communications required or permitted to be given hereunder shall be in writing and shall be deemed to have been properly given if delivered by hand or by certified mail, return receipt requested, postage paid, to the parties at their respective places of business, or at such other addresses as may be designated by notice given hereunder, including by email to the contact person for Contractor at the email address identified on the Utah County Agreement cover page.

28. **COUNTERPARTS AND FACSIMILE SIGNATURES.** The Agreement may be executed in counterparts, each of which when executed and delivered shall be deemed to be an original, binding between the executing parties, and all of which together constitute one and the same instrument. Original, facsimile, emailed, texted, electronic, or power of attorney signatures shall be binding upon the executing party.

29. **AMENDMENTS.** No oral modifications or amendments to the Agreement shall be effective. The Agreement may be modified or amended by a written agreement signed by the parties.

30. **ASSIGNMENT.** The parties to the Agreement shall not assign the Agreement without the prior written consent of the other party to the Agreement. No assignment shall relieve the original parties from any liability arising out of or related to the Agreement.

31. **SUCCESSORS IN INTEREST.** The Agreement shall be binding upon the heirs, successors, administrators, and assigns of each of the parties.

32. **WAIVER.** A waiver of any right, power, or privilege shall not be construed as a waiver of any subsequent right, power, or privilege. Any waiver must be in writing and signed by the party making the waiver.

33. **SURVIVAL.** The provisions of this Agreement which by their terms call for performance subsequent to termination of the Agreement shall so survive such expiration or termination, such as but not limited to: **Section 4. Ownership of Intellectual Property**, **Section 11. Indemnification**, **Section 12. Indemnification Relating to Intellectual Property**, and **Section 16. Confidentiality**.

34. **ENTIRE AGREEMENT.** The Agreement shall constitute the entire agreement between the parties and any prior understanding or representation of any kind preceding the date of the Agreement shall not be binding upon either party except to the extent incorporated in the Agreement.

Revised January 28, 2026

Attachment C
Special Provisions
E-Cigarette, Marijuana, & OtherDrug Prevention Grant Program

Contractor Representative	**Department Representative**
Jamie Jensen	Dakota Froisland
801-769-8625	(801) 851-7099
jjensen@lindon.gov	dakotaf@utahcounty.gov
CTC Coordinator	Program Manager
Lindon Cares CTC	Utah County Health Department

I. General Purpose

The purpose of the E-Cigarette, Marijuana, & Other Drug Prevention Grant Program is to address root causes and factors associated with youth use of electronic cigarettes, marijuana, and other drugs in Utah County communities. Substance misuse and abuse continue to be an important public health concern contributing to morbidity and mortality rates. Evidence shows that the initiation of substance use in adolescence can lead to higher levels of misuse, abuse, and substance use disorders later in life. Research on risk and protective factors has important implications for children's academic success, positive youth development, and prevention of health and behavior problems, including substance misuse and abuse.

The Utah County Health Department is interested in working with, and supporting, community coalitions and organizations in the early prevention of adverse outcomes related to youth substance abuse. The aim of this funding is to identify innovative projects and partnerships across Utah County who are committed to addressing "upstream" factors by focusing on one or more risk or protective factors identified in the Utah Student Health and Risk Prevention Statewide Survey.

Funding for this program is received from the Utah Department of Health as appropriated in Utah Code 59-14-807(3)(d) and 26A-1-116 from the "Electronic Cigarette Substance and Nicotine Product Tax Restricted Account" in the General Fund. Grant funding is administered in accordance with Utah Code 26A-1-129.

II. Parties

a. This agreement is between Utah County, by and through the Tobacco Prevention and Control Program of the Utah County Health Department, hereinafter referred to as "Department," and **Lindon Cares CTC** hereinafter referred to as "Contractor." Together the Department and Contractor shall be referred to as the "Parties."

III. Definitions

a. “CDC” means the Center for Disease Control and Prevention
b. “Contractor” means Lindon Cares CTC, 25 N Main St Lindon, UT 84042
c. “Department” means the Utah County Health Department
d. “Evidence-based” is the process of integrating science-based interventions with community preferences to improve the health of populations.
e. “Fidelity” means the degree to which an intervention is delivered as designed, faithfulness with which a curriculum or program is implemented, or how well the program is implemented without compromising its core content that is essential for the program effectiveness.
f. “Parties” means the Department and the Contractor.
g. “Promising practice” include practices assessed through unpublished intervention evaluations that have not been peer reviewed and that demonstrate some evidence of effectiveness, reach, feasibility, sustainability, and transferability.
h. “Protective Factors” are characteristics associated with a lower likelihood of negative outcomes or that reduce a risk factor’s impact. Protective factors may be seen as positive countering events.
i. “Risk Factors” are characteristics at the biological, psychological, family, community, or cultural level that precede and are associated with a higher likelihood of negative outcomes.
j. “Root Causes” are the underlying reasons that create the differences seen in health outcomes. They are the conditions in a community that determine whether people have access to the opportunities and resources they need to thrive.

IV. Payment

a. The Department funds provided under the Contract are for the following program and award:
    i. Program Name: E-Cigarette, Marijuana, & Other Drug Prevention Grant Program
    ii. Funding Source: General Fund “Electronic Cigarette Substance and Nicotine Product Tax Restricted Account” through the Utah County Health Department and in accordance with Utah Code 59-14-807(3)(d) and 26A-1-116
    iii. Award Date: **July 1, 2026**
b. The Contractor shall be paid up to the maximum amount of **$45,000.00** for the contract for expenditures made by the Contractor directly related to the program, as outlined in the General Provisions, Special Provisions, and the Contractor’s proposal.
c. The amount reimbursed is based on the number of services provided by the Contractor as reported each month on the Monthly Expenditure Report submitted to the Department.
d. Funds may be provided upfront upon request from the Contractor for specifically approved activities by the Department up to $5,000.
e. Funding may not be used for purposes contrary to applicable federal, state, and local laws.

V. Responsibilities of the Contractor

a. The Contractor shall:

i. Participate in all the following activities in accordance with the funding provided and as outlined in the Contract's Proposal and action plan in Attachment B:

1. Guiding Good Choices/Family Values & Coping Workshops
    a. Process Objectives
        i. GGC We will hold one session in the Fall and one in the Winter: Fall Session: Sept/Oct/Nov 2026 Winter Session: Jan/Feb/Mar 2027 We hope to provide the class to 10 adults per session (20 total). Using our media outreach budget, physical flyers will go to local schools, community gathering places and businesses. We will also use social media pages for the city and schools/PTA's. We will reach out to local ecclesiastical leadership, school counselors and therapists for referrals. We will continue to use the evaluation tools provided by GGC, and our additional surveys.
        ii. Family Values/Family Coping: Workshops We will hold 2-3 of each of these in the Fall (Sept-Dec) and 2-3 of each of these in the Winter/Spring (Jan-April). We hope to provide these workshops for 5 families per workshop (40 families total). Using our media outreach budget, physical flyers will go to local schools, community gathering places and businesses. We will also use social media pages for the city and schools/PTA's. We will reach out to local ecclesiastical leadership, school counselors and therapists for referrals. We will use our surveys for feedback on effectiveness.
    b. Short-term Objectives
        i. Family Management problems and Family Conflict will decrease as demonstrated on the GGC and workshop survey feedback.
        ii. Favorable attitudes towards ASB will decrease, parents will feel more empowered to share their standards and set clear expectations as demonstrated on survey feedback.
        iii. Perceived risk of drug use will decrease as parents gain skills to have better conversations with their children.
    c. Long-term Objectives
        i. Rewards for pro-social involvement in the community domain will increase 3% by 2029 (SHARP).
        ii. Family Conflict will decrease 3% by 2029 (SHARP).
        iii. Perceived risk of drug use will decrease 5% by 2029 (SHARP).
2. Parent Education/Community Education & Connection Events
    a. Process Objectives

i. Schedule 2 Table Talks for the fall and 2 for the winter/spring by September 1 with THS. Schedule Table Talks with Maesar by October 1.
ii. Work with PTSA, SHARP data, and admin for topics and areas of concern.
iii. Advertise on social, newsletters, texts etc. Hold events and evaluate.
iv. Community Connection Event Winter/Spring 2027

b. Short-Term Objectives

i. Attendees will gain helpful skills, education and information to better address areas of risk factors such as family conflict and poor family management, attitudes favorable to ASB, handling and coping with depressive symptoms.
ii. We know people base their decisions largely on perceptions, so clearing up confusion and using evidence-based information and practices will better educate our community.
iii. Having parents and caregivers in school creates relationships and bonds to help with low school commitment and encourages youth to be in school. This combined partnership between the schools and Lindon Cares supports the protective factor of Opportunities & Rewards for Pro-Social Involvement.

c. Long-term Objectives

i. Family Conflict will decrease by 3% as demonstrated in the SHARP survey.
ii. Increase in rewards for pro-social involvement (community domain) will decrease 3% as demonstrated in the SHARP survey.
iii. Depressive symptoms will decrease 3% as demonstrated in the SHARP survey.
iv. Perceived risk of drug use will decrease 5% as demonstrated in the SHARP survey.

3. Red Ribbon Week Support

a. Process Objectives

i. Work with PTA, PTSA and school admin to schedule RRW, implement the toolkit, and schedule parent education nights.

b. Short-Term Objectives

i. Attendees will gain helpful skills, education and information to better address areas of risk factors such as family conflict and poor family management, attitudes favorable to ASB, handling and coping with depressive symptoms, and having conversations around substance misuse prevention.

ii. Parents will be able to better set clear boundaries and standards for their youth.

iii. We know people base their decisions largely on perceptions, so clearing up confusion and using evidence-based information and practices will better educate our community.

iv. Having parents and caregivers in school creates relationships and bonds to help with low school commitment and encourages youth to be in school. This combined partnership between the schools and Lindon Cares supports the protective factor of Opportunities & Rewards for Pro-Social Involvement.

c. Long-Term Objectives

i. Family Conflict will decrease by 3% as demonstrated in the SHARP survey.

ii. Increase in rewards for pro-social involvement (community domain) will decrease 3% as demonstrated in the SHARP survey.

iii. Depressive symptoms will decrease 3% as demonstrated in the SHARP survey.

iv. Perceived risk of drug use will decrease 5% as demonstrated in the SHARP survey.

4. Social Emotional Wellness support

a. Process Objectives

i. In Focus will be in Teir 1 instruction for all 4 schools. In Focus meets regularly to track data and adjust as needed. Elementary schools will use it for staff

ii. PD days and train teachers to use it daily in classrooms.

b. Short-Term Objectives

i. Providing resources for educators to create learning communities personally and professionally that will help support well-being will increase commitment to school and encourage pro-social engagement.

c. Long-Term Objectives

i. Rewards for pro-social involvement in the community domain will increase 3% by 2029 (SHARP).

ii. Family Conflict will decrease 3% by 2029 (SHARP).

iii. Perceived risk of drug use will decrease 5% by 2029 (SHARP).

iv. Decrease 3% in depressive symptoms (teacher well-being directly affects the dynamic of the classroom and school affecting student well-being)

ii. Send, or have sent, at least one representative to an initial grant training to be held during the first quarter of FY27 that is provided by the Department;
iii. Participate in regular progress meetings with the Department to evaluate the progress of goals and objectives and to provide any necessary technical assistance;
iv. Participate in at least one site visit with program staff from the Department to monitor compliance with project guidelines;
v. Have at least one representative participate in a local (in state) or virtual substance abuse prevention and/or risk and protective factor training during the grant cycle. (e.g. CADCA training, Fall Substance Abuse Prevention Conference, etc.); and
vi. Collaborate with and coordinate program evaluation with the Department.

VI. Responsibility of Department

a. The Department shall:
   i. Provide report templates and guidance for monthly invoices and expenditure reports, quarterly progress reports, and the final project report;
   ii. Provide written confirmation of receipt of reports within 10 working days;
   iii. Provide written feedback on results/progress within 20 working days of receipt of quarterly and final report;
   iv. Provide training and technical assistance as requested and needed, including the evaluation of the program; and
   v. Conduct one site visit during the contract period as mutually agreed upon times with jointly developed agenda.

VII. Media

a. Contractor shall work with Department on any media campaigns to ensure the campaign is conducted in accordance with Department guidelines. Contractor developed media campaigns utilizing funding are subject to approval by the Department.

VIII. Reporting Requirements

a. Progress Reports:
   i. The Contractor shall report on the progress report measures for each of their workplan activities as listed in Section V to the Department. Progress reports shall be submitted quarterly by the **15th**. The Contractor shall report on the following key grant objectives (using progress reporting templates provided by the Department):
      - Report how each activity was implemented and completed (dates, number of participants, outcomes, etc.); and
      - Describe how activities addressed risk factors, protective factors and root causes.
   ii. After the Contractor expends all funds awarded under the grant program, the Contractor shall submit a final report to the Department.

b. Expenditure Report and Invoices:

i. The Contractor shall submit all monthly program expenditures by **the 10th** of the month following the expenditures unless otherwise approved by the Department. The submitted bills must detail the costs by salary, benefits, travel, current expenses, capital expenditures and indirect costs. Copies of employee timesheets along with copies of receipts/invoices for travel, current expenses, and capital expenditures shall be submitted with the monthly billing. Indirect cost allocations shall be detailed. Expenditures shall follow the budget as contained in the application for the E-Cigarette, Marijuana, and Other Drug Prevention Grant Program Funding, see Contractor's proposal in Attachment B;

ii. All program expenditures must be submitted by **the 10th** to be considered for reimbursement; and

iii. The Contractor shall be prepared to submit a copy of its annual Independent Financial Audit report covering the period of the contract.

c. The Contractor shall provide all reports on templates provided by the Department at the initial grant training.

Procedures for Reimbursement

Thisdocumentoutlines the procedures necessary for grantees of the 2027 E-Cigarette, Marijuana, & Other Drug Prevention Grant Program to continue receiving funding and support from the Utah County Health Department (UCHD).

Documentation/reporting of grant activities, as outlined below, will be required to verify that funds are used appropriately and according to the grantees' submitted budget justifications.

Grantees agree to the following to obtain continued funding/reimbursement for this 2027 grant cycle:

1. Monthly Reporting:

    Attend virtual or in-person meetings with UCHD staff to report monthly progress. This meeting will be at the convenience of both the grantee and the UCHD staff. Meetings can be scheduled via the E-Cigarette, Marijuana, and Other Drug Website.

2. Update Qualtrics Quarterly:

    Submit Quarterly reporting updates within the Qualtrics reporting link. Reports will be due on the **15th** of each month (October, January, April, and July).

3. Submitting Invoices:

    Invoices for expenses and receipts are required to be submitted each month no later than the 10th. Submitting later than the 10th could result in the invoice not being reimbursed. An invoice template will be provided to you that you will use to submit this information via email to UCHD.

    The last invoice must be submitted no later than June 20th. Receipts will not be accepted for reimbursement past June 20th.

    State law prohibits "double dipping", This grant cannot be used to pay for any expense(s) that is already paid for by another funding source. Double dipping is illegal and will result in revocation of grant funding.

    All spending must be directly associated with activities outlined and approved within your grant contract. Ensure a clear and justifiable connection between expenses and contracted deliverables/interventions.

    Grantees should plan on expending 50% of their budgets by January 1st.

4. Mileage Reports

    Driving mileage must be submitted monthly via email to UCHD. Please use the provided mileage template which includes the beginning, ending, and total mileage, as well as a description of the activity. You will be reimbursed at the current Federal Rate.

5. Timesheets

    Payroll and Benefits Summaries must be submitted monthly via email to UCHD. Timesheets **must include name, time period, pay rate, and hours.**

I understand that the procedures outlined above are required for my organization to receive continued funding and reimbursement for this 2027 grant cycle.

RESOLUTION NO. 2026-26-R

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

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

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

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

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

Section 1. That the items described on the attached listing be declared as surplus property of the City; and

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

Section 3. This resolution shall take effect immediately upon passage.

Adopted and approved this 17th day of August, 2026.

By ______________________________

Carolyn O. Lundberg, Mayor

Attest:

By ______________________________

Britni Laidler, City Recorder

SEAL:

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

LINDON
ADMINISTRATION

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

July 22, 2026

Proposed Item for Surplus

Items:
Big Tex Flatbed Trailer

Reason for surplus:
- Trailer not used. Would like to sell this trailer and stage trailer and purchase a dump trailer.

Estimated value: $2,000

Portable Stage Trailer

Reason for surplus:

- Have a new stage trailer. Would like to sell this trailer and flat bed trailer and purchase a dump trailer.

Estimated value: $500

Harrow/Arena Groomer

Reason for surplus: Have new arena groomer.

Estimated Value: $100

Lot of four aluminum picnic tables

Reason for surplus: No longer used at Aquatic Center

Estimated Value: $100 each

Alex Roylance
Facilities and Fleet Manager

RESOLUTION NO. 2026-28-R

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

WHEREAS, the Lindon City Council (the "Governing Body") has determined that the current TYMCO Street Sweeper owned by Lindon City since 2013 is in need of repair and maintenance and loosing trade-in value; and

WHEREAS, keeping streets free from contaminants, dust, garbage, and other potential storm water pollution and debris is required by City, State and Federal regulations, and improves the aesthetics and safety of Lindon's public streets; and

WHEREAS, maintaining a regular street sweeping program protects Lindon City's storm water drains from clogging with debris and sediments, thus helping to prevent flooding of public and private properties; and

WHEREAS, the Governing Body has determined that the highest anticipated trade-in value of the existing TYMCO street sweeper will occur through a TYMCO dealership (Intermountain Sweeper), and various street sweepers were demonstrated by Lindon City Public Works staff and the TYMCO model was found to perform best, and additional equipment and supplies have been purchased by Lindon City which are solely compatible with TYMCO street sweepers, thus constituting a sole source item not required for solicitation of bids; and

WHEREAS, the TYMCO street sweeper Model 600 BAH is also on Utah State Contract through Intermountain Sweeper as the low bid on this model of sweeper; and

WHEREAS, the Governing Body has determined that a true and very real need exists for financing and purchase of the new Street Sweeper.

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

Section 1. The terms of said Lease/Purchase Agreement between Lindon City and TYMCO, Inc. dated August 17, 2026 are in the best interests of Lindon City, Utah for the purchase of the equipment described therein.

Section 2. The Mayor and City Recorder are hereby authorized to execute and deliver the Lease/Purchase Agreement and any related documents necessary to the consummation of the transactions contemplated by the Lease/Purchase Agreement for and on behalf of Lindon City, Utah.

Section 3. The officers of the Governing Body and Lindon City, Utah are hereby authorized and directed to fulfill all obligations under the terms of the Lease/Purchase Agreement.

PASSED AND APPROVED this 17th day of August, 2026.

____
CAROLYN O. LUNDBERG
Mayor

ATTEST: SEAL

____
BRITNI LAIDLER
City Recorder

Commercial Invoice

INVOICE NO: 20260729
DATE: 07-29-2026

To: City of Lindon
Attn: Mr. Adam Cowie, City Administrator
100 N. State St.
Lindon, UT 84042

Ship To:
Same

SALESPERSON	CUSTOMER P.O.#	DATE SHIPPED	SHIPPED VIA	F.O.B. POINT	TERMS
BAB					On or prior to delivery

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
1	Down pmt for the Municipal Lease/Purchase of one TYMCO Model 600BAH REGENERATIVE AIR Street Sweeper by the City of Lindon, UT TYMCO, Inc. is providing the financing for 4 years, 4.40% apr, monthly payments, in arrears. **MAKE CHECK PAYABLE TO:** TYMCO, Inc. P.O. Box 2368, Waco, TX 76703		$75,000.00
		Sales Tax	
		TOTAL DUE IN US CURRENCY	**$75,000.00**

Make all checks payable to: **TYMCO Inc., P.O. Box 2368, Waco, TX 76703**
If you have any questions concerning this invoice, call: Brent A. Baker, 254-799-5546

THANK YOU FOR YOUR BUSINESS!

Customer No. 220241
Agreement No. 20260729
Dealer No. 601100

LEASE/PURCHASE AGREEMENT

TYMCO, INC.
TAX-EXEMPT FINANCING

LESSEE	LESSOR
City of Lindon 100 N. State St. Lindon, UT 84042 801-785-5043 Federal Tax ID #87-6000242	TYMCO, Inc. 225 E. Industrial Blvd. P. O. Box 2368 Waco, TX 76703-2368 254-799-5546 Federal Tax ID# 74-1693738

DESCRIPTION OF EQUIPMENT

Quantity	(Type, Model and Serial Number)	Unit Price	Amount
1	TYMCO Model 600BAH Regenerative Air Street Sweeper Sweeper Serial No. 202602SNT66110BAH Truck Serial No. 1FVACXFC4SHVR1108		$412,750.00
	Sales Tax (if any)	Less: Down Payment	- 75,000.00
	Finance Amount		$337,750.00

Type of Entity (County, City, School District, etc.): City

Full Lease Term	Rent Payable	Annual Percentage Rate	Rental Payment Schedule	
4 Year after commencement date.	Advance XX Arrears Monthly Quarterly Semi-Annually XX Annually	APR: 4.40%	Advance Payments 0 @ $	Remaining Payments 4 @ $93,925.49

EQUIPMENT LEASE/PURCHASE AGREEMENT

In consideration of the mutual covenants hereinafter contained, the parties agree that Lessee shall lease from the Lessor the property described above (the "Equipment"), subject to the terms and conditions set forth herein. The agreement is made upon the following terms and conditions:

1. RENTAL. Lessor and Lessee understand and intend that the obligation of Lessee to pay rent hereunder shall constitute a current expense of Lessee and shall not in any way be construed to be a debt of Lessee in contravention of any applicable constitutional or statutory limitations or requirements concerning the creation of indebtedness by Lessee, nor shall anything contained herein constitute a pledge of the general tax revenues, funds or monies of Lessee. Lessee shall pay rent exclusively from legally available funds, in the amounts set forth both above and on the rent due dates set forth in the Schedule of Payments (Exhibit C) attached to the Certificate of Acceptance (Exhibit D), executed by Lessee, by mailing the same to Lessor at the address specified in Section 14(a). For purposes of making computations under applicable regulations and rulings under federal income tax law, and as set forth in the Schedule of Payments, a portion of each rent payment is paid as, and represents payment of, interest, and the balance of each rent payment is paid as, and represents payment of, principal. Each year's rental payment is for the consideration actually furnished that year and each rental payment is supported by the use of the equipment in each year. The obligation of Lessee to make payment of rent, and to perform and observe the agreements contained in the Agreement, shall be absolute and unconditional in all events,

except as expressly provided herein. Notwithstanding any dispute between Lessee, Lessor, and any other person, Lessee shall make all rent payments when due and shall not withhold any rent payments pending final resolution of such dispute, nor shall Lessee assert any right of set off or counterclaim against its obligation to make such payments required under this Agreement, Lessee's obligation to pay rent shall not be abated through accident or unforeseen circumstances.

2. LEASE TERM. (a) Commencement of Lease Term. The lease terms shall commence on the date on which the Equipment is accepted by Lessee as indicated on the Certificate of Acceptance (the Commencement Date), and shall terminate on the last business day of Lessee's then current fiscal budget period (such period being hereinafter referred to as the "Original Term"): provided, however, that this Agreement shall be effective from and after the date of execution hereof.

(b) Renewal of Lease Term. Upon expiration of the Original Term, this Lease shall automatically renew on a year-to-year basis for the number of budget periods necessary to comprise the Full Lease Term as set forth in Exhibit C attached hereto and made a part hereof, unless Lessee gives written notice to Lessor not less than 90 days prior to the end of the then current term pursuant to subpart (e) of this section or Section 10, as the case may be. Each renewal period is hereinafter referred to as a "Renewal Term", and all Renewal Terms, together with the Original Term, shall comprise the "Full Lease Term". The terms applicable to any Renewal Term shall be the same as the terms applicable to the Original Term, except that the rent shall be as provided in the Schedule of Payments in Exhibit C.

(c) Termination of Lease Term. The Lease Term will terminate upon the earliest to occur of any of the following events: (1) the expiration of the Original Term or any Renewal Term and the non renewal thereof in accordance with the terms hereof; (2) the purchase of the Equipment by Lessee pursuant to Section 8 or 10; (3) a default by Lessee or Lessor's election to terminate this Agreement under Section 12; or (4) the payment by Lessee of all rentals authorized or required to be paid by Lessee hereunder.

(d) Continuation of Lease Term by Lessee. Lessee intends, subject to the provisions of subpart (e) of this section, to continue the Lease Term through the Original Term and all Renewal Terms for the Full Lease Term and to pay the rent hereunder. Lessee reasonably believes that legally available funds in an amount sufficient to pay all rent for the Full Lease Term can be obtained. Lessee further intends and covenants to do all things lawfully within its power to obtain and maintain funds from which the rent may be paid, including making provision for such rent to the extent necessary in each budget submitted and adopted in accordance with law, to use its bona fide best efforts to have such portion of the budget approved, and to exhaust all available reviews and appeals in the event such portion of the budget is not approved.

(e) Non-appropriation. In the event sufficient funds are not appropriated for the payment of the rent required to be paid in the next succeeding Renewal Term, and Lessee has no funds legally available for rent from other sources, then Lessee may terminate this Agreement at the end of the Original Term or the then current Renewal Term, as the case may be, and Lessee shall not be obligated to make payment of the rent beyond the then current term except for any deferred interest that may have accrued for the then current period and is considered part of the next rental payment. Lessee agrees to deliver notice to Lessor of such termination at least 90 days prior to the end of the then current term. If this Agreement is terminated under this sub-part, Lessee agrees, at Lessee's cost and expense, peaceably to delivery the Equipment to Lessor. In addition, Lessee agrees, at Lessee's cost and expense, to incur the necessary costs and expenses to bring the returned sweeper and truck chassis up to factory remarketing standards. To the extent lawful, Lessee covenants that it will not, until the date on which the next succeeding Renewal Term would have ended, expend or commit any funds for the purchase or use of equipment to be used for the same purpose as, or a purpose functionally equivalent to, the Equipment. Notwithstanding anything in this Agreement to the contrary, the provisions of this sub-part shall survive termination of this Agreement.

3. REPRESENTATIONS AND COVENANTS OF LESSEE. Lessee represents, covenants and warrants to Lessor as follows: (a) Lessee is an entity described in Section 103(a) of the Internal Revenue Code of 1986, as amended; and will do or cause to be done all things necessary to preserve and keep in full force and effect its existence as such an entity. (b) Based upon the representations, covenants and warranties of Lessor, the execution and delivery of this Agreement by Lessee and performance of this obligations hereunder is not prohibited by the constitution and laws of the state specified on the Certificate of Acceptance (the "State"), and has been duly authorized by resolution of the governing body of Lessee (a certified copy of which shall be attached to the opinion of Lessee's counsel); and Lessee has obtained such other approvals as are necessary to consummate this Agreement. All requirements have been met, and procedures have

occurred, necessary to ensure the enforceability of this Agreement against Lessee, and Lessee has complied with such public bidding requirements as may be applicable to this Agreement and the acquisition by Lessee of the Equipment hereunder. (c) Lessee has determined that a present need exists for the Equipment which need is not temporary or expected to diminish in the foreseeable future. The Equipment is essential to and will be used by Lessee only for the purpose of performing one or more governmental functions of Lessee consistent with the permissible scope of Lessee's authority and will not be used in a trade or business of any person or entity. (d) Lessee will annually, upon request, provide Lessor with a letter from the City's accountant stating that funds have been appropriated in the City's annual budget to continue this lease for the next renewal term. (e) The Equipment is, and shall remain, personal property and when subject to use by Lessee under this Agreement will not be or become fixtures.

The Lessee further warrants that this lease will not constitute a "private activity bond" within the meaning of Section 141 of the Internal Revenue Code in that Lessee will not sublease the Equipment, nor will Lessee enter any management, output, or similar types of contracts where more than 10 percent of the proceeds of the lease purchase agreement will be used for one or more private business uses or where the payment of the principal of, or interest on, more than 10 percent of the proceeds of this Lease will be made, either directly or indirectly by payments, property, or monies borrowed by private business users. (The term "private business use" means any direct or indirect use in a trade or business carried on by an individual or entity other than a state or local governmental unit, including use by the Federal Government or any agency thereof. A special exemption is provided for "exempt facility bonds and 501(C) (3) "tax exempt organization bonds".

4. TITLE TO EQUIPMENT; SECURITY INTEREST. During the Full Lease Term, the Lessee shall be listed as the Owner on the Equipment Title with Lessor listed as 1st Lienholder. Upon exercise by Lessee of the purchase option granted in Section 10 of this Lease, Lessor shall deliver to Lessee by appropriate documents the title to the Equipment, free and clear of all liens and encumbrances. In the event of a default as set forth in Section 12 or non appropriation as set forth in Section 2(e), Lessee will surrender possession of the Equipment to Lessor as required by Section 2(e) and release all claim or right to said Equipment accordingly.

To secure the prompt payment and performance as and when due of all of Lessee's obligations hereunder, and all other obligations of Lessee to Lessor, both now in existence and hereafter created, Lessee hereby grants to Lessor a first security interest in the Equipment, and all replacements, substitutions and alternatives therefore and thereof and accessions thereto and all proceeds (cash and non-cash), including the proceeds of all insurance policies, thereof. Lessee agrees that with respect to the Equipment Lessor shall have all of the rights and remedies of a secured party under the Uniform Commercial Code as in effect in the State. Lessee may not dispose of any of the Equipment without the prior written consent of Lessor, notwithstanding the fact that proceeds constitute part of the Equipment.

5. USE AND MAINTENANCE. Lessee shall use the Equipment in a manner consistent with the requirements of all applicable insurance policies, and will not change the location of any Equipment as specified in the Acceptance Certificate without the prior written consent of Lessor, which consent shall not be unreasonably withheld. Lessee shall not attach the Equipment to any other item of equipment in such a manner that the Equipment may be deemed to have become an accession to or a part of such other item of equipment. Lessee, at its own expense, will maintain the Equipment in as good operating condition as when delivered to Lessee hereunder, ordinary wear and tear resulting from proper use thereof alone excepted, and will make all repairs reasonable necessary for such purpose. In addition, if any component of the equipment shall become damaged beyond repair, Lessee at its own expense, will within a reasonable time replace such component, with replacement components which are free and clear of all liens or right of other and have a value and utility at lease equal to the components replaced. All components which are attached to the Equipment which are essential to the operation of the Equipment or which cannot be detached from the Equipment without materially interfering with the operation of the Equipment or adversely affecting the value and utility which the Equipment would have had without the addition thereof, shall immediately be deemed incorporated in the Equipment and subject to the terms hereof as if originally leased hereunder, and subject to the security interest of Lessor in the Equipment. Lessee shall not make any material alterations to the Equipment without the prior written consent of Lessor, which consent shall not be unreasonably withheld. Upon reasonable advance notice, Lessor shall have the right to inspect the Equipment and all maintenance records with respect thereto, if any, at any reasonable time during normal business hours.

6. FEES; TAXES; OTHER GOVERNMENTAL AND UTILITY CHARGES. Lessee agrees to indemnify Lessor against all titling, recordation, documentary stamp and other fees, arising at any time prior to or during the Lease Term,

upon or relating to the Equipment or this Agreement. The parties contemplate that the Equipment will be used for a governmental purpose of Lessee and that the Equipment will be exempt from all taxes presently assessed and levied with respect to personal property. In the event that the use, possession or acquisition of the Equipment is found to be subject to taxation in any form (except for net income taxes of Lessor), Lessee will pay as they come due all taxes and governmental charges of any kind that may be assessed or levied against the Equipment, as well as all utility and other charges incurred in the operation, maintenance and use of the Equipment.

7. INSURANCE. At its own expense, Lessee shall keep the Equipment covered against loss due to fire and the risks normally included in extended coverage, malicious mischief and vandalism, for not less than the Full Insurable Value of the Equipment; and Lessee shall also carry automobile insurance, including bodily injury liability and property damage liability with a single limit of not less than $1,000,000 per occurrence, or such greater or lesser amount as Lessor may from time to time require on notice to Lessee. As used herein, "Full Insurable Value" means the full replacement value of the Equipment or the then applicable Purchase Price designated as such on the Schedule of Payments, whichever is greater. All insurance shall be in form and amount and with companies reasonably satisfactory to Lessor. All insurance for loss or damage shall provide that losses shall be payable to Lessor and Lessee, as their interests may appear, and Lessee shall utilize its best efforts to have all checks to such losses delivered to Lessor. Lessor shall be named as an additional insured with respect to such liability insurance. Lessee shall pay the premiums and deliver to Lessor evidence satisfactory to Lessor of such insurance coverage. Each insurer shall agree, by endorsement furnished to Lessor, that (a) it will give Lessor 30 days prior written notice of the effective date of any material alteration or cancellation of such policy; and (b) insurance as to the interest of any named additional insured or loss payee other than Lessee shall not be invalidated by any actions, inactions, breach of warranty or conditions or negligence of Lessee with respect to such policy. If Lessee insures similar properties against casualty loss by self-insurance, Lessee may satisfy its obligations with respect to casualty insurance hereunder by providing self-insurance with respect to the Full Insurable Value of the Equipment by means of an adequate insurance fund. Lessee shall carry workmen's compensation insurance covering all employees working on, in, near or about the Equipment, or demonstrate to the satisfaction of Lessor that adequate self-insurance is provided, and shall require any other person or entity working on, in, or near or about the Equipment to carry such coverage, and will furnish to Lessor certificates evidencing such coverage throughout the Lease Term. The Net Proceeds of the insurance required hereby shall be applied as provided in Section 8. As used herein "Net Proceeds" means the amount remaining from the gross proceeds of any insurance claim or condemnation award after deduction of all expenses (including attorney's fees) incurred in the collection of such claim or award.

If Lessee is a governmental entity and does not maintain liability insurance as described above, Lessee agrees that it will maintain a program of self insurance, either alone, or in cooperation with other governmental entities, that provides coverage to Lessee in the form and amount stated above, but in any event, not less than the maximum exposure to Lessee under any applicable governmental immunity rule, regulation, statute or law. Lessee shall deliver to Lessor evidence satisfactory to Lessor of such self-insurance coverage.

8. DAMAGE, DESTRUCTION AND CONDEMNATION: USE OF NET PROCEEDS. If prior to the termination of the Lease Term (a) the Equipment is damaged in whole or in part by casualty; or (b) title to, or the temporary use of, the Equipment or the estate of Lessee or Lessor in the Equipment shall be taken under the exercise of the power of eminent domain by any governmental body or by any person acting under governmental authority; Lessee and Lessor will cause the Net Proceeds of any insurance claims or condemnation award to be applied to Lessee's obligations by this section. If the Equipment is not deemed to be a total loss, Lessee shall, at its expense (after the application of the Net Proceeds of any insurance claims or condemnation award), cause the repair or replacement of the Equipment. In the event of total destruction of the Equipment, Lessee shall pay to Lessor on the next rent due date (as set forth on the Schedule of Payments) which succeeds the date of such loss, an amount equal to the purchase price of the equipment less the total amount of all rents which represented equity in the equipment previously paid under this Agreement, plus rent due on such date, plus any other amounts then payable by Lessee hereunder. Upon such payment, the Lease Term shall terminate, any security interest of Lessor in the Equipment shall terminate, and Lessee will acquire unencumbered title to the Equipment as provided in Section 10. If Lessee is not then in default hereunder, any portion of the Net Proceeds in excess of the amount required to pay in full Lessee's obligations as set forth in this Section shall be for the account of the Lessee. Lessee agrees that if the Net Proceeds are insufficient to pay in full Lessee's obligations as set forth in this Section, Lessee shall make such payments to the extent of any deficiency.

9. WARRANTY. Products and parts manufactured by TYMCO, INC. and all services performed by TYMCO, INC., are subject to the applicable Warranty currently published by TYMCO, INC., which Warranty is, by this reference, incorporated herein. Copies of said Warranty may be obtained from any office of TYMCO, INC., or from any authorized TYMCO, INC. dealer. LESSOR MAKES NO OTHER WARRANTY EXPRESS OR IMPLIED REGARDING THE CAPACITY OF THE REQUIREMENT OR THAT THE EQUIPMENT WILL SATISFY THE REQUIREMENTS OF ANY LAW, REGULATION OR SPECIFICATION OR THAT THE EQUIPMENT WILL BE FIT FOR ANY PARTICULAR PURPOSE.

10. PURCHASE OF EQUIPMENT BY LESSEE. The Lessee will have an option to purchase and can exercise that option to acquire title free and clear of all liens, and this Agreement will terminate provided Lessee is not then in default upon the occurrence of either of the following events: (a) the end of the Full Lease Term, upon payment in full of all rent and other amounts payable by Lessee hereunder for the Full Lease Term; or (b) at the end of the Original Term or any Renewal Term, or any month within such Original Term or any Renewal Term, as set forth in the column entitled "Principal Balance" within Exhibit C incorporated herein by this reference, upon payment by Lessee of the then applicable Purchase Price plus all other sums then due by Lessee hereunder.

11. ASSIGNMENT: INDEMNIFICATION. (a) Assignment. This Agreement and the interest of Lessee in the Equipment may not be sold, assigned, sublet or encumbered by Lessee without prior written consent of Lessor. This Agreement, and the obligations of Lessee to pay rent hereunder, may be assigned and reassigned in whole or in part to one or more assignees by Lessor subject to their terms of this Lease/Purchase Agreement at any time without the necessity of obtaining the consent of Lessee. Lessor agrees to give notice of assignment to Lessee and upon receipt of such notice, Lessee agrees to make all payments to the assignee designated in the assignment, notwithstanding any claim, defense or set off (whether arising from a breach of the Agreement or otherwise) that Lessee may have against Lessor's assignees. Lessee agrees to execute all documents, including notices of assignment and chattel mortgages or financing statements which may reasonably be requested by Lessor or its assignees to protect their interests in the Equipment and in this Agreement.

(b) Lessee agrees to indemnify and hold harmless Lessor for any damage or injury of any kind, arising out of the negligence or actionable conduct of Lessee, its employees, agents, representatives or contractors, or any person or entity alleged to be an employee, agent, representative or contractor of Lessee.

12. EVENTS OF DEFAULT AND REMEDIES. (a) Events of Default. The following shall be "events of default" under this agreement and the term "default" shall mean any one or more of the following events: (1) failure by Lessee to pay any rent or other payment required to be paid hereunder at the time specified herein; or (2) failure by Lessee to observe and perform any other agreement on its part to be observed in such time prior to its expiration; (3) any statement contained herein or furnished with respect hereto by or on behalf of Lessee proving to have been false in any material respect at the time that it was made; or (4) the filing by Lessee of any petition or answer seeking reorganization, arrangement composition, readjustment, liquidation, moratorium or similar relief under any existing or future bankruptcy, insolvency, or other similar insolvency or other similar laws shall be filed and not withdrawn or dismissed within 60 days thereafter.

(b) Remedies on Default. Whenever any event of default shall have occurred and be continuing, Lessor shall have the right, at its sole option without any further demand or notice, to exercise any one or more of the following remedies: (1) with or without terminating this Agreement, retake possession of the Equipment and dispose of the Equipment for the account of Lessee, with the net amount of all proceeds received by Lessor to be applied to Lessee's obligations hereunder, holding Lessee liable for the excess (if any) of (i) the rent payable to Lessee hereunder to the end of the Original Term or then current Renewal Term, whichever is applicable, and any other amounts then payable by Lessee hereunder, including but not limited to attorney's fees, expenses and costs of repossession, over (ii) the net proceeds received in connection with the disposition of the Equipment; provided that the excess of the amounts referred to in clause (ii) over the then applicable Purchase Price and amounts referred to in clause (i) shall be paid to Lessor; (2) require Lessee at Lessee's risk and expense promptly to return the Equipment in the manner and in the condition set forth in Sections 2(e) and 5; (3) if Lessor is unable to repossess the Equipment for any reason, the Equipment shall be deemed a total loss and Lessee shall pay to Lessor the amount due pursuant to Section 8; and (4) exercise any other right or remedy which may be available to it under applicable law or proceed by appropriate court action to enforce the terms of this Agreement or to recover damages for the breach of this Agreement as to any or all of the Equipment. Nothing contained herein shall be construed to provide any remedy of acceleration of the rental payments. In addition, Lessee will remain liable for all legal fees and other costs and expenses, including court costs, incurred by Lessor with respect to the enforcement of any of the remedies listed above or any other remedy available to Lessor.

(c) No Remedy Exclusive. No remedy available to Lessor is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity. No delay or omission to exercise any right accruing upon any default shall impair any such right or shall be constructed to be a waiver thereof, but any such right might be exercised from time to time and as often as may be deemed expedient.

13. TAX ASSUMPTION; COVENANTS. The parties assume that Lessor can exclude from Federal gross income the interest portion of each Lease Payment set forth in the amortization schedule under the column captioned "Interest Paid".

Lessee covenants that it will (i) register this Lease and transfers thereof in accordance with Section 149 (a) of the Code and the regulations thereunder, (ii) timely file a statement with respect to this Lease in the required form in accordance with Section 149(e) of the Code, (iii) not permit the property financed by this Lease to be directly or indirectly used for a private business use within the meaning of Section 141 of the Code, (iv) not take any action which results, directly or indirectly, in the interest portion of any Lease Payment not being excludable from Federal gross income pursuant to Section 103 of the Code and will take any reasonable action necessary to prevent such result, and (v) not take any action which results in this Lease becoming, and will take any reasonable action to prevent this Lease from becoming (a) an arbitrage obligation within the meaning of Section 148 of the Code or (b) federally guaranteed within the meaning of Section 149 of the Code.

Lessee represents that in accordance with the above, it will report this Lease to the Internal Revenue Service by filing form 8038-G or 8038-GC, whichever is appropriate. Lessee understands that failure to do so will cause the Lease to lose its tax exempt status. Therefore, Lessee agrees that it if fails to file the appropriate form, the interest rate set forth in the payment schedule will be adjusted to an equivalent taxable interest rate. Notwithstanding the earlier termination or expiration of this Lease, the obligations provided for in this Section 13 shall survive such earlier termination or expiration.

14. MISCELLANEOUS. (a) Notices. All notices (excluding billings and communications in the ordinary course of business) hereunder shall be in writing, sent by certified mail, return receipts requested, addressed to the other party at its respective address stated on the first page of this Agreement or at such other address as such party shall from time to time designate in writing to the other party; shall be effective from the date of mailing.

(b) Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon Lessor and Lessee and their respective successors and assigns.

(c) Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the County of McLennan, State of Texas.

(d) Entire Agreement Severability. This Agreement constitutes the entire Agreement between Lessor and Lessee. No waiver, consent, modification or change of terms of this Agreement shall bind either party unless in writing signed by both parties, and then such waiver, consent, modification or change shall be effective only in the specific instance and for the specific purpose given. There are no understandings not specified herein regarding this Agreement or the Equipment leased hereunder. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. To the extent permitted by applicable law, Lessee hereby waives any provision of law which renders any provision hereof prohibited or unenforceable in any respect.

(e) Lessor's Right to Perform for Lessee. If Lessee fails to perform or comply with any of its agreements contained herein, Lessor shall have the right, but shall not be obligated, to effect such performance or compliance, and the amount of any out of pocket expenses and other reasonable expenses of Lessor incurred in connection with the performance of or compliance with such Agreement, together with interest thereon at the rate of twelve percent (12%) per annum (or such lesser amount as may be permitted by law), shall be payable by Lessee upon demand.

IN WITNESS WHEREOF, Lessee has caused this Lease to be duly executed under seal.

LESSEE: City of Lindon, UT

By: ____(SEAL)

Complete all blank lines to this point before submitting to Lessor

Accepted this ________ day of __________________________, 2026.

LESSOR: TYMCO, Inc.

By:____(SEAL)

225 E. Industrial Blvd.
Waco, Texas 76705

LESSOR: TYMCO, Inc. • P.O. Box 2368 • Waco, TX 76703 Agreement No.20260729

LESSEE: City of Lindon • 100 N. State St. • Lindon, UT 84042

EXHIBIT A
MUNICIPAL CERTIFICATE

I, the undersigned, the duly appointed, qualified and acting ______________________________ (Clerk or Secretary) of the above captioned Lessee do hereby certify this________ day of ____________________, _________ that Lessee is a public body corporate and politic duly organized and existing under the Constitution and laws of the State of Utah with full power and authority to enter into, be bound by and perform its obligations under the above captioned equipment lease/purchase agreement (the "Agreement").

I further certify that the Lessee did, at a ___________________ (regular or special) meeting of the governing body of the Lessee held ______________________, ________, by motion duly made, seconded and carried, in accordance with all requirements of law, approve and authorize the execution of the Agreement by the following named representative of the Lessee, to wit:

Name	Title	Signature

I further certify that the above named representative of the Lessee had at the time of such authorization and has at the present full and complete authority to execute the Agreement and that I have full and complete authority to attest the execution of the Agreement by such representative of the Lessee.

I further certify that the meeting of the governing body of the Lessee at which the Agreement was approved and authorized to be executed was duly called, regularly convened and attended throughout by a majority of the members thereof and that the action approving the Agreement and authorizing the execution thereof has not been altered or rescinded.

I further certify that the Lessor has fully and satisfactorily performed all of its covenants and obligations under the Agreement.

I further certify that the Equipment will perform an essential use and public function which the Lessee, its agencies and departments are authorized by law to perform.

I further certify that all insurance required in accordance with the Agreement has been secured by the Lessee and the required coverage will be maintained throughout the term of the Agreement and the renewal, if any, thereof.

I further certify that any notice or demand to be given the Lessee may be given to the Lessee at the above referenced address of the Lessee.

I further certify that the date of this Municipal Certificate shall constitute the Commencement Date of the Agreement in accordance with Section 2 of the Agreement.

I further certify that pursuant to Section 265(b)(3)(B)(ii) of the Internal Revenue Code of 1986(the Code), the Issuer hereby specifically designates the Lease as a "qualified tax-exempt obligation" for purposes of Section 265(b)(3) of the Code. In compliance with Section 265(b)(3)(D) of the Code, Issuer hereby represents that the Issuer will not designate more than $10,000,000 of obligations issued by the Issuer in the calendar year during which the Lease is executed and delivered as such "qualified tax-exempt obligations".".

I further certify that in compliance with the requirements of Section 265(b)(3)(C) of the Code, the Issuer hereby represents that the Issuer (including all "subordinate entities" of the Issuer within the meaning of Section 265(b)(3)(E) of the Code) reasonably anticipated not to issue in the calendar year during which the Lease is executed and delivered, obligations bearing interest exempt from federal income taxation under Section 103 of the Code other than "private activity bonds" as defined in Section 141 of the Code)in an amount greater than $10,000,000.

IN WITNESS WHEREOF, I hereunto set my hand and the seal of the governing body of the Lessee the day and year first above written.

By: ______________________________________

____
(Printed or typewritten name)

(SEAL)

(If no seal, initial here:_______)

Subscribed to and sworn before me this ________ day of ______________________, __________.

____
Notary Public

My commission expires ____________________________.

EXHIBIT B
LEGAL COUNSEL OPINION

Date: 07-29-2026

TYMCO, Inc.
P.O. Box 2368
Waco, TX 76703

RE: Municipal lease/purchase of one (1) TYMCO Model 600BAH street sweeper

Gentlemen:

As legal counsel to the City of Lindon, (the "Buyer"), I have examined (l) an executed counterpart of a certain Equipment Lease/Purchase Agreement (the "Agreement") dated ________,2026, by and between , TYMCO, Inc., as Seller, and the Buyer, which, inter alia, provides for the sale to and purchase by the Buyer of certain property (the "Property"), (2) an executed counterpart of Resolution No. ______________ dated , ___________________, ________ , of the Buyer which, inter alia, authorizes the Buyer to execute the Agreement and (3) such other opinions, documents and matters of law as I have deemed necessary in connection with the following opinions.

Based upon the foregoing, it is my opinion that:

(1) The Buyer is a municipal corporation, duly organized and existing under the laws of the State of Utah, with the requisite power and authority to incur obligations the interest on which are exempt from taxation by virtue of Section 103 of the Internal Revenue Code of 1986, as amended, to purchase the Property and to execute, deliver and perform its obligations under the Agreement;

(2) The Agreement and the other documents either attached thereto or required therein have been duly authorized, approved and executed by and on behalf of the Buyer and the Agreement is a valid and binding obligation of the Buyer enforceable in accordance with its terms;

(3) The authorization, approval and execution of the Agreement and all other proceedings of the Buyer relating to the transactions contemplated thereby have been performed in accordance with all open meeting laws, public bidding laws and all other applicable state or federal laws;

(4) There is no proceeding pending or threatened in any court or before any governmental authority or arbitration board or tribunal which, if adversely determined, would adversely affect the transactions contemplated by the Agreement or the security interest of the Seller or its assigns, as the case may be, in the Property.

Respectfully submitted,

____

By:____________________________________

EXHIBIT C
SCHEDULE OF PAYMENTS

Date: July 29, 2026 Agreement No. 20260729

THIS SCHEDULE is issued pursuant to the Equipment Lease/Purchase Agreement dated as of________, (the "Agreement") between the parties to the Agreement to authorize installation of the Equipment listed herein. All terms used herein have the meanings ascribed to them in the Agreement.

A. Payments. The payments required under the Agreement for the Equipment designated on this Schedule are $93,925.49 beginning August 1, 2027, and continuing the 1st day of each August, annually, thereafter for the duration of the lease term (the "Agreement Payment Period"). The payments required under this Schedule are made up of the total finance amount of $337,750.00 to the City of Lindon plus a $75,000.00 down payment_and deferred interest charges to maturity of $37,951.96 for a total Agreement price of $450,701.96.

B. Deferred interest to maturity. Deferred interest charges to maturity as set forth herein consist of services and other charges, plus interest at the annual rate of 4.40% on the sum of the aforementioned service charges and other charges and the Equipment purchase price.

C. Late payments. There will be a charge of 1.00% per month based on the amount of any late payments from the due date thereof until paid.

D. Fiscal year. The fiscal year of the undersigned Lessee is from July 1st to June 30th.

E. Prepayment and purchase schedule. The purchase price as provided in the Agreement is as follows (to be prorated for dates not specified).

Period		The Purchase Price Amount as of End of that Period is:
Original Term:	08/01/2026 through 06/30/2027	$337,750.00
Renewal term 1	07/01/2027 through 06/30/2028	258,685.51
Renewal term 2	07/01/2028 through 06/30/2029	176,142.18
Renewal term 3	07/01/2029 through 06/30/2030	89,966.95
Renewal term 4	07/01/2030 through 06/30/2031	00.00
Renewal term 5		

F. Insurance. The Lessee hereby confirms that it has obtained the insurance coverage required by Section 7 of the Agreement and it covenants and agrees that such coverage shall be maintained in accordance with the terms and conditions of the Agreement.

G. Equipment description. The Equipment subject to the Agreement is as follows:

Quantity	Description/Serial No.	Finance Amount
One (1)	TYMCO Model 600BAH REGENERATIVE AIR STREET SWEEPER Sweeper Serial #202602SNT66110BAH Truck VIN 1FVACXFC4SHVR1108	Price: $412,750.00 Less: Down Pmt. - 75,000.00 Finance Amt.: $337,750.00

THE TERMS GOVERNING THIS SCHEDULE ARE CONTAINED IN THE AGREEMENT REFERENCED ABOVE AND APPLY WITH THE SAME FORCE AND EFFECT AS IF SET FORTH FULL HEREIN.

The Agreement shall not be effective unless this Schedule is signed by Lessee and received by TYMCO, Inc. within thirty (30) days of the date first above stated. In addition, TYMCO, Inc. shall not be bound by the Agreement until this Schedule is executed by an authorized officer of TYMCO, Inc.

Lessee: City of Lindon, UT	Lessor: TYMCO, Inc.
By: ______________________	By:
Name: ______________________	Name: Kenneth J. Young
Title: ______________________	Title: President
Date: ______________________	Date:

City of Lindon, UT
4 Yr. Annual, Arrears, 4.40%

Supplement to Ex. C
Municipal Lease/Purchase

Lease #20260729
Customer #220241

Date	Pmt No.	Beg Bal	Int.#8062	Prin.#1200	P & I	End Bal
Dwn.Pmt.	On Delivery	$412,750.00	$0.00	$75,000.00	$75,000.00	$337,750.00
08/01/27	1	$337,750.00	$14,861.00	$79,064.49	$93,925.49	$258,685.51
08/01/28	2	$258,685.51	$11,382.16	$82,543.33	$93,925.49	$176,142.18
08/01/29	3	$176,142.18	$7,750.26	$86,175.23	$93,925.49	$89,966.95
08/01/30	4	$89,966.95	$3,958.54	$89,966.95	$93,925.49	$0.00
TOTALS:			$37,951.96	$412,750.00	$450,701.96	

EXHIBIT D
CERTIFICATE OF ACCEPTANCE

TYMCO, Inc.
P.O. Box 2368
Waco, TX 76703

Agreement #20260729

Gentlemen:

In accordance with the terms of the Equipment Lease/Purchase Agreement dated __________, (the "Lease") between TYMCO, Inc. ("Lessor"), and the undersigned ("Lessee"), Lessee hereby certifies and represents to and agrees with Lessor as follows:

1. The Equipment, as such term is defined in the Lease, has been delivered, installed, and accepted on the date indicated below.

2. Lessee has conducted such inspection and/or testing of the Equipment as it deems necessary and appropriate and hereby acknowledges that it accepts the Equipment for all purposes.

3. No Event of Default, as such term is defined in the Lease, and no event which with notice or lapse of time, or both, would become an Event of Default, has occurred and is continuing at the date hereof.

LESSEE: City of Lindon, UT

By: ____

Title: ____

Date: ____

Sweeper Model : TYMCO Model 600BAH street sweeper

Sweeper Serial No.: 202602SNT66110BAH

Truck Serial No.: 1FVACXFC4SHVR1108

Lessee Physical Location:

Lessee' s Location Phone No.:

EQUIPMENT SECURITY AGREEMENT

Date: 07-29-26

Name:City of Lindon Street Address: 100 N. State St.

City: Lindon County: Utah State: Utah hereinafter called "Debtor," hereby grants to TYMCO Inc., 225 E. Industrial Blvd., City of Waco, County of McLennan, State of Texas, hereinafter called "Secured Party," a security interest in the following described personal property:

One (1) TYMCO Model 600BAH REGENERATIVE AIR STREET SWEEPER
Sweeper Serial #202602SNT66110BAH VIN 1FVACXFC4SHVR1108

together with all additions, accessions and substitutions thereto or therefore, and all similar property hereafter acquired, hereinafter called "collateral." Proceeds of Collateral are also covered but this shall not be construed to mean that Secured Party consents to any sale of such Collateral.

DEBTOR WARRANTS AND COVENANTS WITH SECURED PARTY AS FOLLOWS:

1. The Collateral covered by this agreement is to be used by Debtor primarily for

   ☐ Personal, family or household purposes ☐ Farming operations ☒ Business other than farming operations.

2. The Collateral is ☒ Now owned by the Debtor ☐ Being acquired with the proceeds of the advance evidenced by this agreement.
3. Debtor' residence is ☒ At the address shown above or ☐ At
4. The Collateral will be kept at ☒ Debtors residence as shown above or ☐ At
5. Debtor's chief place of business is ☒ In the county of Debtor's residence or ☐ At

This security interest is given to secure: (1) Payment of a Municipal Lease/Purchase Agreement and executed and delivered by Debtor to Secured Party in the principal sum of $337,750.00, payable as to principal and interest as therein provided; (2) future advances to be evidenced by like notes to be made by Secured Party to Debtor at Secured Party's option; (3) all expenditures by Secured Party for taxes, insurance, repairs to and maintenance of the Collateral and all costs and expenses incurred by Secured Party in the collection and enforcement of the note and other indebtedness of Debtor; and (4) all liabilities of Debtor to Secured Party now existing or hereafter incurred, matured or unmatured, direct or contingent, and any renewals and extensions thereof and substitutions therefore. DEBTOR EXPRESSLY WARRANTS AND COVENANTS:

OWNERSHIP FREE OF ENCUMBRANCES. Except for the security interest granted hereby, Debtor now owns or will use the proceeds of the advances hereunder to become the owner of the Collateral free from any prior lien, security interest or encumbrance, and Debtor will defend the Collateral against all claims and demands of all persons at any time claiming the same or any interest therein.

FINANCING STATEMENTS. No financing statement covering the Collateral or any proceeds thereof is on file in any public office and Debtor will join with Secured Party in executing one or more financing statements in form satisfactory to Secured Party.

INSURANCE. Debtor will insure the Collateral with companies acceptable to Secured Party against such casualties and in such amounts as Secured Party shall require. All insurance policies shall be written for the benefit of Debtor and Secured Party as their interests may appear, and such policies or certificates evidencing the same shall be furnished to Secured Party. All policies of insurance shall provide at least ten (10) days prior written notice of cancellation to Secured Party.

MAINTENANCE. Debtor will keep the Collateral in good condition and free from liens and other security interests, will pay promptly all taxes and assessments with respect thereto, will not use the Collateral illegally or encumber the same and will not permit the Collateral to be affixed to real or personal property without the prior written consent of Secured Party. Secured Party may examine the Collateral at any time wherever located.

REIMBURSEMENT FOR EXPENSES. At its option Secured Party may discharge taxes, liens, security interests, or other encumbrances on the Collateral and may pay for the repair of any damage to the Collateral, the maintenance and preservation thereof and for insurance thereon. Debtor agrees to reimburse Secured Party on demand for any payments so made and until such reimbursement, the amount of any such payment with interest at ten (10%) per cent per annum from date of payment until reimbursement, shall be added to the indebtedness owned by Debtor and shall be secured by this security agreement.

CHANGE OF RESIDENCE OR LOCATION OF COLLATERAL. Debtor will immediately notify Secured Party in writing of any change in Debtor's residence, and Debtor will not permit any of the Collateral to be removed from the location specified herein without the written consent of Secured Party.

EVENTS OF DEFAULT. Debtor shall be in default under this agreement upon the happening of any of the following events or conditions:

1. Default in the payment or performance of any obligation, covenant or liability contained or referred to herein;
2. Any warranty, representation or statement made or furnished to Secured Party by or in behalf of Debtor proves to have been false in any material respect when made or furnished;
3. Any event which results in the acceleration of the maturity of the indebtedness of Debtor or others under any indenture, agreement or undertaking;
4. Loss, theft, substantial damage, destruction, sale or encumbrance to or of any of the Collateral, or the making of any levy, seizure or attachment thereof or thereon;
5. Any time the Secured Party believes that the prospect of payment of any indebtedness secured hereby or the performance of this agreement is impaired;
6. Death, dissolution, termination of existence, insolvency, business failure, appointment of a receiver for any part of the Collateral, assignment for the benefit of creditors or the commencement of any proceeding under any bankruptcy or insolvency law by or against Debtor or any guarantor or surety for Debtor.

REMEDIES. Upon such default and at any time thereafter Secured Party may declare all obligations secured hereby immediately due and payable and may proceed to enforce payment of the same and exercise any and all of the rights and remedies provided by the Uniform Commercial Code as well as all other rights and remedies possessed by Secured Party. Secured Party may require Debtor to assemble the Collateral and make it available to Secured Party at any place to be designated by Secured Party which is reasonably convenient to both parties. Unless the Collateral is perishable or threatens to decline speedily in value or is of a type customarily sold on a recognized market, Secured Party will give Debtor reasonable notice of the time and place of any public sale thereof or of the time after which any private sale or any other intended disposition thereof is to be made. The requirements of reasonable notice shall be met if such notice is mailed, postage prepaid, to the address of Debtor shown at the beginning of this agreement at least five days before the time of the sale or disposition. Expenses of retaking, holding, preparing for sale, selling or the like shall include Secured Party's reasonable attorneys' fees and legal expenses.

No waiver by Secured Party of any default shall operate as a waiver of any other default and the terms of this agreement shall be binding upon the heirs, executors, administrators, successors, and assigns of the parties hereto. Signed and delivered the day and year first above written.

SECURED PARTY: TYMCO Inc.	DEBTOR: City of Lindon, UT ______________
______________ (Name)	______________ (Name)
By: Kenneth J. Young, President ______________ (Name, Title)	By: ______________ (Name)

Form **8038-G** (Rev. October 2021) Department of the Treasury Internal Revenue Service

Information Return for Tax-Exempt Governmental Bonds

▶ Under Internal Revenue Code section 149(e)
▶ See separate instructions.
Caution: *If the issue price is under $100,000, use Form 8038-GC.*
▶ Go to *www.irs.gov/F8038G* for instructions and the latest information.

OMB No. 1545-0047

Part I Reporting Authority

Check box if **Amended Return** ▶ ☐

1 Issuer's name **City of Lindon**	2 Issuer's employer identification number (EIN) **87-6000242**
3a Name of person (other than issuer) with whom the IRS may communicate about this return (see instructions)	3b Telephone number of other person shown on 3a
4 Number and street (or P.O. box if mail is not delivered to street address) **100 N. State St.** — Room/suite	5 Report number (For IRS Use Only) 3
6 City, town, or post office, state, and ZIP code **Lindon, UT 84042**	7 Date of issue **8-01-26**
8 Name of issue **Street Sweeper Municipal Lease/Purchase**	9 CUSIP number
10a Name and title of officer or other employee of the issuer whom the IRS may call for more information **Adam Cowie, City Administrator**	10b Telephone number of officer or other employee shown on 10a **801-785-5043**

Part II Type of Issue (Enter the issue price.) See the instructions and attach schedule.

11	Education	11	
12	Health and hospital	12	
13	Transportation	13	
14	Public safety	14	
15	Environment (including sewage bonds)	15	
16	Housing	16	
17	Utilities	17	
18	Other. Describe ▶ **Street Dept.**	18	**337,750.00**
19a	If bonds are TANs or RANs, check only box 19a ▶ ☐		
b	If bonds are BANs, check only box 19b ▶ ☐		
20	If bonds are in the form of a lease or installment sale, check box ▶ ☑		

Part III Description of Bonds. Complete for the entire issue for which this form is being filed.

	(a) Final maturity date	(b) Issue price	(c) Stated redemption price at maturity	(d) Weighted average maturity	(e) Yield
21	08-01-2030	$ 337,750.00	$ 0	4 years	4.40 %

Part IV Uses of Proceeds of Bond Issue (including underwriters' discount)

22	Proceeds used for accrued interest			22	0
23	Issue price of entire issue (enter amount from line 21, column (b))			23	0
24	Proceeds used for bond issuance costs (including underwriters' discount)	24			
25	Proceeds used for credit enhancement	25			
26	Proceeds allocated to reasonably required reserve or replacement fund	26			
27	Proceeds used to refund prior tax-exempt bonds. Complete Part V	27			
28	Proceeds used to refund prior taxable bonds. Complete Part V	28			
29	Total (add lines 24 through 28)			29	0
30	Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here)			30	0

Part V Description of Refunded Bonds. Complete this part only for refunding bonds.

31	Enter the remaining weighted average maturity of the tax-exempt bonds to be refunded ▶	years
32	Enter the remaining weighted average maturity of the taxable bonds to be refunded ▶	years
33	Enter the last date on which the refunded tax-exempt bonds will be called (MM/DD/YYYY) ▶	
34	Enter the date(s) the refunded bonds were issued ▶ (MM/DD/YYYY)	

Part VI Miscellaneous

35	Enter the amount of the state volume cap allocated to the issue under section 141(b)(5)	35	0
36a	Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (GIC). See instructions	36a	0
b	Enter the final maturity date of the GIC ▶ (MM/DD/YYYY)		
c	Enter the name of the GIC provider ▶		
37	Pooled financings: Enter the amount of the proceeds of this issue that are to be used to make loans to other governmental units	37	0

38a If this issue is a loan made from the proceeds of another tax-exempt issue, check box ▶ ☐ and enter the following information:

b Enter the date of the master pool bond ▶ (MM/DD/YYYY)

c Enter the EIN of the issuer of the master pool bond ▶

d Enter the name of the issuer of the master pool bond ▶

39 If the issuer has designated the issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check box ▶ ☐

40 If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box ▶ ☐

41a If the issuer has identified a hedge, check here ▶ ☐ and enter the following information:

b Name of hedge provider ▶

c Type of hedge ▶

d Term of hedge ▶

42 If the issuer has superintegrated the hedge, check box ▶ ☐

43 If the issuer has established written procedures to ensure that all nonqualified bonds of this issue are remediated according to the requirements under the Code and Regulations (see instructions), check box ▶ ☐

44 If the issuer has established written procedures to monitor the requirements of section 148, check box ▶ ☐

45a If some portion of the proceeds was used to reimburse expenditures, check here ▶ ☐ and enter the amount of reimbursement ▶

b Enter the date the official intent was adopted ▶ (MM/DD/YYYY)

Signature and Consent

Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person that I have authorized above.

Signature of issuer's authorized representative | Date | Type or print name and title

Paid Preparer Use Only

Print/Type preparer's name	Preparer's signature	Date	Check ☐ if self-employed	PTIN
Firm's name ▶			Firm's EIN ▶	
Firm's address ▶			Phone no.	

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 08/12/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Utah Local Governments Trust
55 S. Highway 89

North Salt Lake UT, 84054-2054

CONTACT NAME: Underwriting Department
PHONE (A/C, No, Ext): 800-748-4440 | FAX (A/C, No): 801-936-0300
E-MAIL ADDRESS: underwriting@utahtrust.gov

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Utah Local Governments Trust	
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Lindon City
100 N. State Street

Lindon UT, 84042

COVERAGES **CERTIFICATE NUMBER:** 12210_2026_111 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY; CLAIMS-MADE; X OCCUR; GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY; PRO-JECT; LOC; OTHER:			12210-LIABILITY	07/01/2026	06/30/2027	EACH OCCURRENCE	$ 10,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
							GENERAL AGGREGATE	$ 10,000,000
							PRODUCTS - COMP/OP AGG	$
							DEDUCTIBLE	$ 0
A	AUTOMOBILE LIABILITY; X ANY AUTO; OWNED AUTOS ONLY; SCHEDULED AUTOS; HIRED AUTOS ONLY; NON-OWNED AUTOS ONLY			12210-LIABILITY	07/01/2026	06/30/2027	COMBINED SINGLE LIMIT (Ea accident)	$ 10,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
							DEDUCTIBLE	$ 0
	UMBRELLA LIAB; OCCUR; EXCESS LIAB; CLAIMS-MADE; DED; RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY; ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N; If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		12210-WC	07/01/2026	06/30/2027	X PER STATUTE; OTH-ER	
							E.L. EACH ACCIDENT	$ 100,000
							E.L. DISEASE - EA EMPLOYEE	$ 100,000
							E.L. DISEASE - POLICY LIMIT	$ 500,000
A	Railroad Protective Liability			12210-RRPL	07/01/2026	06/30/2027	PER OCCURRENCE	$ 2,000,000
							AGGREGATE	$ 6,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

Lindon City
100 N. State Street

Lindon UT, 84042

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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8. **Review & Action - Zone Amendment; Ordinance #2026-14-O –** North Pointe Solid Waste Special Service District North Pointe Solid Waste Special Service District is requesting to amend the Lindon City Zoning Map from Regional Commercial (RC), Light Industrial (LI), and Light Industrial West Overlay (LI-W) to General Commercial. The Planning Commission recommended approval.

   Sample Motion: I move to (approve, continue, deny) Ordinance #2026-14-O (as presented or amended).

Zoning Map Amendment – Commercial General – North Pointe Solid Waste

Date: August 17, 2026

Project Address: Parcels 14:060:0070, 14:060:0067, 14:060:0082, 14:060:0073, 14:059:0050, 14:059:0049, 14:059:0051, 14:059:0053, 14:059:0001

Applicant: Neil Schwendiman – North Pointe Solid Waste District
Property Owner: Utah County Solid Waste Special Services District

General Plan: Commercial General
Current Zone: Regional Commercial, Light Industrial, Light Industrial West Overlay

City File Number: 26-026-3

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 recommend approval of a request to amend the Lindon City Zoning Map from Regional Commercial (RC), Light Industrial (LI), Light Industrial West Overlay (LI-W) to Commercial General (CG) for the subject properties.

Overview

- The purpose of the request is that North Pointe is selling the property to help fund new building improvements to their existing transfer station property.
- The proposed zoning map amendment would:
  - Bring the zoning map into conformance with the Lindon City General Plan Future Land Use Map, which designates the subject properties as Commercial General.
  - Rezone parcels 14:060:0067, 14:060:0082, 14:060:0073, 14:059:0050, 14:059:0049, 14:059:0051, 14:059:0053, 14:059:0001 from Regional Commercial (RC) to Commercial General (CG)
  - Rezone parcel 14:060:0070 from Light Industrial (LI) and Light Industrial West Overlay to Commercial General (CG)
  - Support the City's long-term vision for this area as a major regional commercial node that will benefit from the planned I-15 interchange improvements and the Vineyard Connector project.

Motions

I move to recommend approval, denial, or continuance of Ordinance No. 2026-14-O amending the Lindon City Zoning Map from Regional Commercial (RC), Light Industrial (LI), and Light Industrial West Overlay to Commercial General (CG), subject to the following condition:

1. All items of the staff report

Surrounding Zoning Designations and Land Use

Direction	Zoning	Existing Land Use
North	Regional Commercial (RC)	Office/Warehouse
South	Recreational Mixed-Use West (RMU-W)	Open Space
East	Light Industrial (LI)	Office-warehouse
West	Regional Commercial (RC)	Office/Warehouse

Staff Analysis

The Lindon City General Plan designates the subject properties as Commercial General (CG). The proposed zoning map amendment will bring the official zoning map into conformance with the adopted General Plan Future Land Use Map while implementing the City's long-term vision for commercial development in this area.

The property is currently used for agricultural purposes. North Pointe Solid Waste Special Service District has indicated that its intent is to sell the property, with the proceeds helping to fund improvements to its existing transfer station facilities.

The subject property is strategically located near the planned Pleasant Grove and Lindon Interchange improvements and the future Vineyard Connector transportation corridor. The proposed Pleasant Grove Future Roadway Interchange Improvements are intended to enhance regional transportation connectivity. The concept includes new I-15 frontage roads, new Lindon City partial interchange, and surrounding roadway infrastructure to improve access, traffic circulation, and regional mobility.

These improvements are closely coordinated with the proposed Vineyard Connector project, which will establish a new transportation corridor linking the communities of Orem, Vineyard, Lindon, Pleasant Grove, American Fork, and Lehi. Together, these transportation projects create a more comprehensive regional roadway network by providing additional routes through North Utah County and improving access to existing commercial areas and future development opportunities.

City staff finds that the proposed zoning map amendment is consistent with the goals and policies of the Lindon City General Plan by:

- Directing commercial development to major transportation corridors
- Taking advantage of the City's strategic transportation infrastructure.

As these transportation improvements are implemented, the subject property is expected to become a prominent westside gateway into Lindon and an important regional commercial destination. Staff believes the Commercial General zoning designation is better suited to capitalize on these transportation investments than the existing Regional Commercial and Light Industrial zoning districts.

Proposed Pleasant Grove/Lindon Interchange Improvements

Vineyard Connector Transportation Corridor

<u>Exhibits</u>

1. Current Zoning Map Designation
2. Proposed Zoning Map Designation
3. Zoning Map Ordinance Amendment

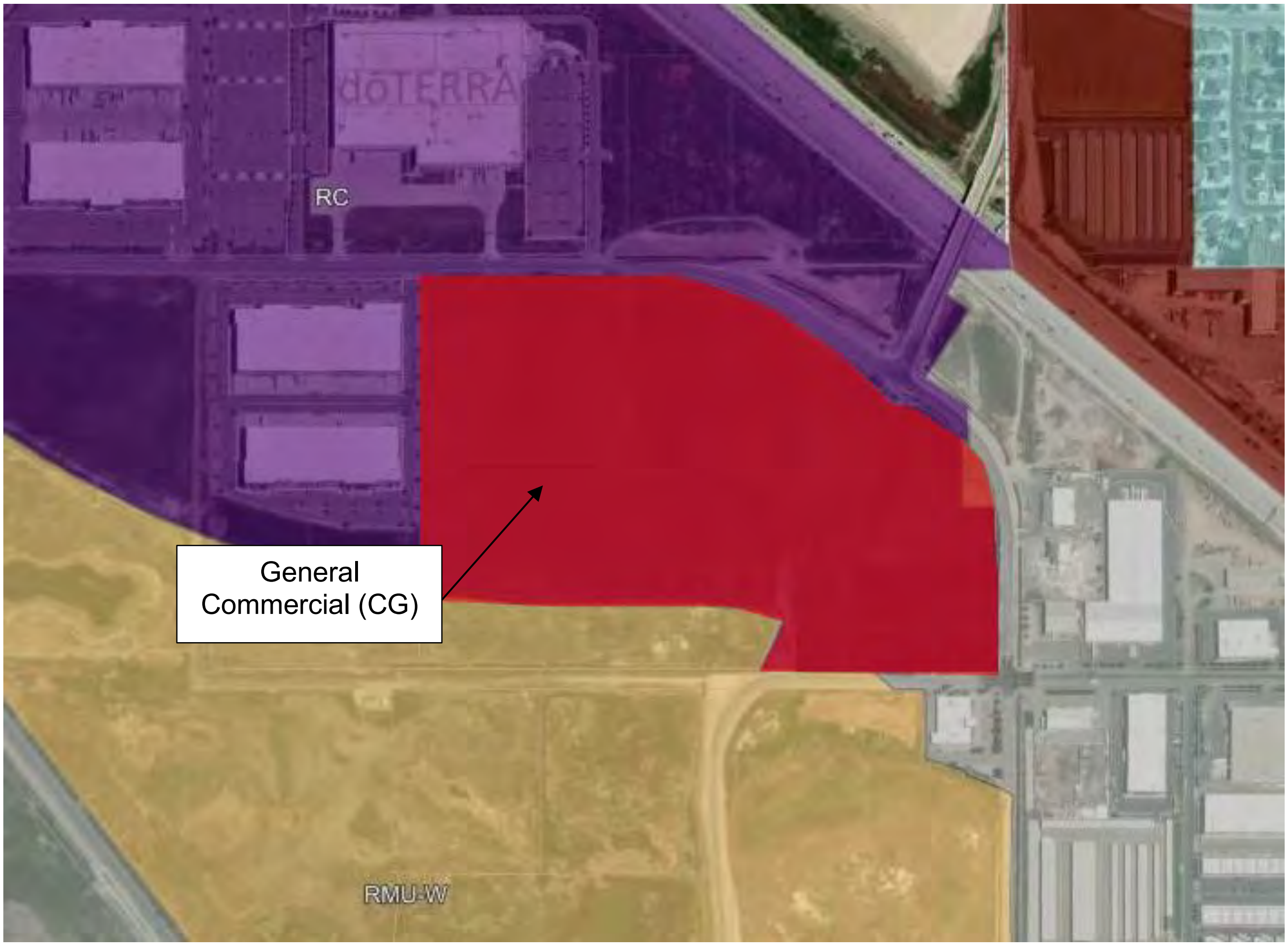
Exhibit 1 - Current Zoning Map Designation

Regional Commercial (RC)

Light Industrial (LI)

Light Industrial West- Overlay (LI-W)

Exhibit 2 - Proposed Zoning Map Designation



General Commercial (CG)

ORDINANCE NO. 2026-14-O

AN ORDINANCE OF THE CITY COUNCIL OF LINDON CITY, UTAH COUNTY, UTAH, AMENDING THE ZONING MAP ON PROPERTY IDENTIFIED BELOW FROM REGIONAL COMMERCIAL (RC), LIGHT INDUSTRIAL (LI), AND LIGHT INDUSTRIAL WEST OVERLAY (LI-W) TO GENERAL COMMERCIAL AND PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, on June 17, 2026, a land use application was submitted by North Pointe Solid Waste Special Service District to Lindon City to amend the Lindon City Zoning Map from Regional Commercial (RC), Light Industrial (LI), and Light Industrial West Overlay (LI-W) to General Commercial for parcels 14:060:0067, 14:060:0082, 14:060:0073, 14:059:0050, 14:059:0049, 14:059:0051, 14:059:0053, 14:059:0001, and 14:060:0070; and

WHEREAS, on July 14, 2026, the Planning Commission held a properly noticed public hearing to hear testimony regarding the ordinance amendment; and

WHEREAS, after the public hearing, the Planning Commission further considered the proposed rezone, and recommended that the City Council adopt the zone map amendment as written in this ordinance; and

WHEREAS, the City Council finds that certain changes are desirous to implement the City’s general plan goal to expand the range of retail and commercial goods and services available within the community; and

WHEREAS, the City Council finds that certain changes are desirous to implement the City’s general plan goal to organize and develop land use areas to take full advantage of Lindon’s strategic location in relation to transportation infrastructure; and

WHEREAS, the Lindon City Council has reviewed and considered the impact that the proposed ordinance may have on family health, stability, and formation; and

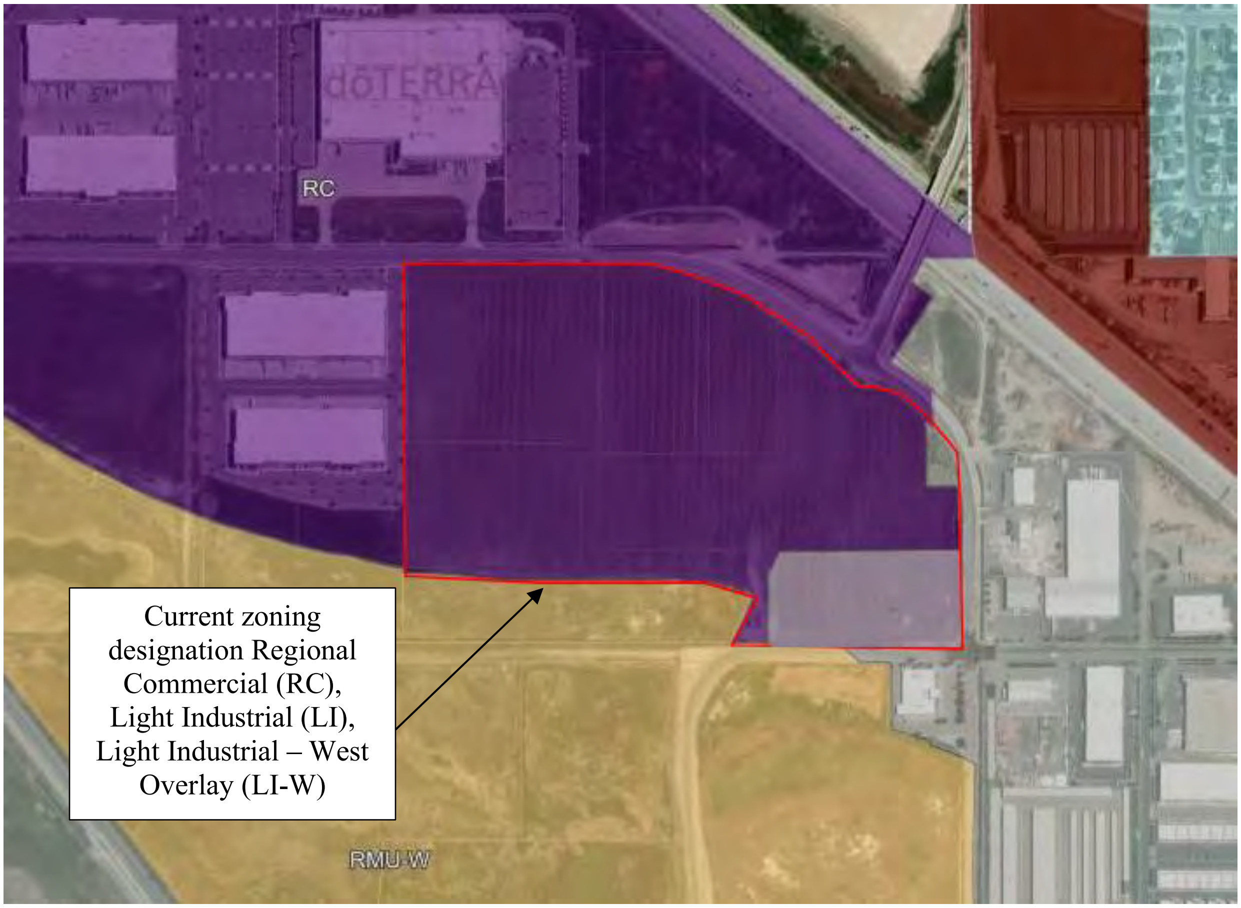
WHEREAS, the Council held a public meeting on August 17, 2026, to consider the recommendation and the Council received and considered all public comments that were made therein; and

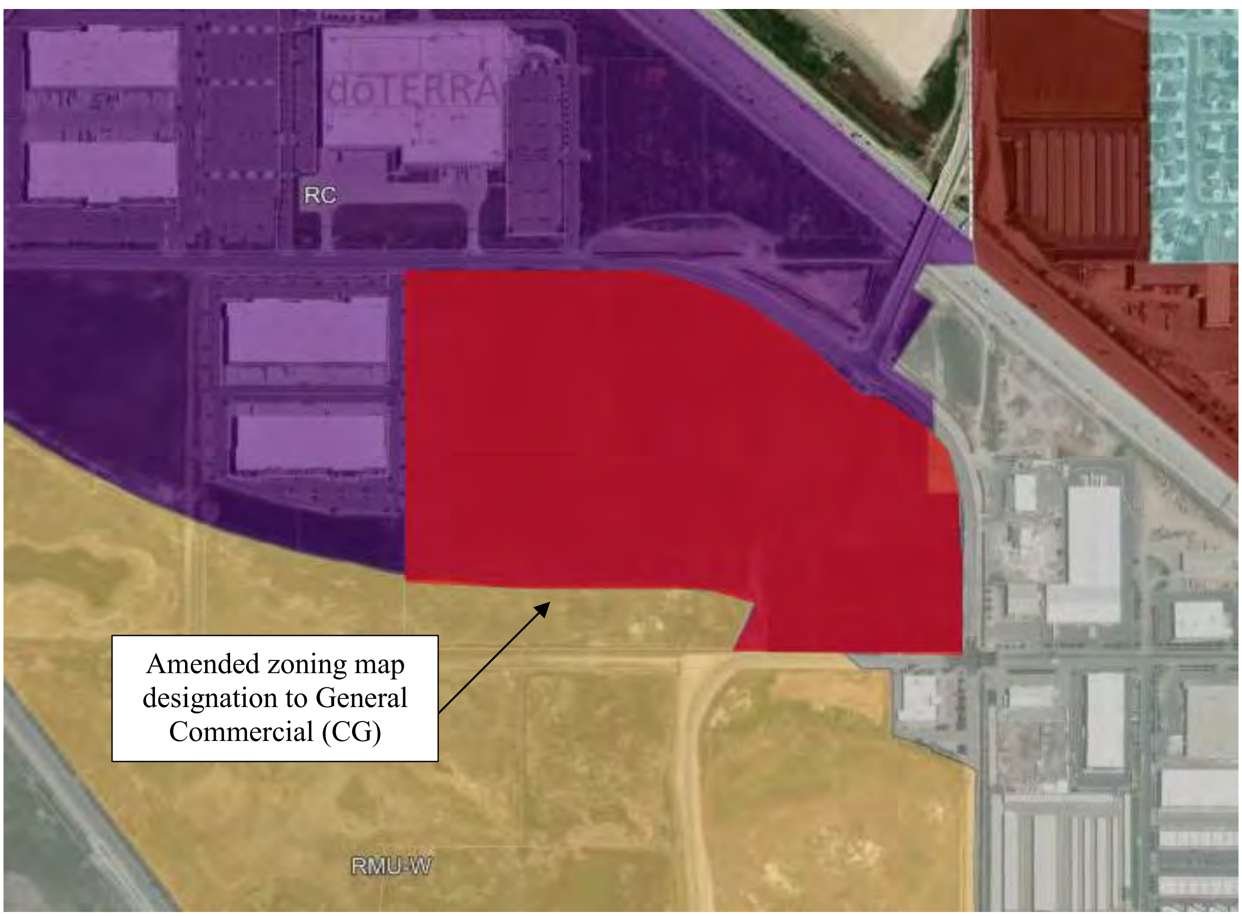
NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Lindon, Utah County, State of Utah, as follows:

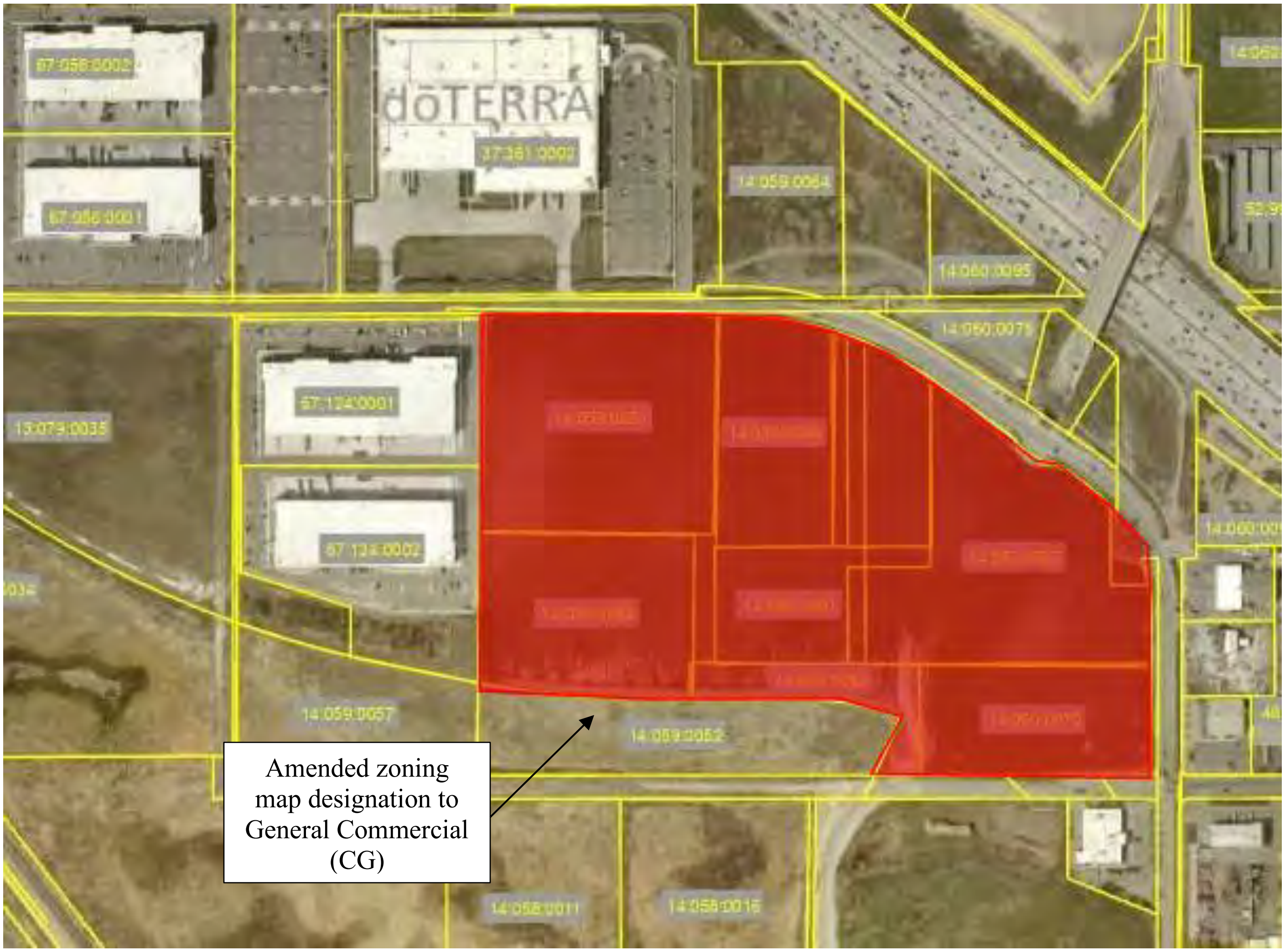
SECTION I: The Lindon City Zoning Map is hereby amended as follows:

Parcel ID	Property Owner	Address
14:060:0070	UTAH COUNTY SOLID WASTE SPECIAL SERVICES DISTRICT	Approx. 200 N. 2000 W.
14:060:0082	UTAH COUNTY SOLID WASTE SPECIAL SERVICES DISTRICT	Approx. 200 N. 2000 W.

14:059:0053	UTAH COUNTY SOLID WASTE SPECIAL SERVICES DISTRICT	Approx. 200 N. 2000 W.
14:059:0001	UTAH COUNTY SOLID WASTE SPECIAL SERVICES DISTRICT	Approx. 200 N. 2000 W.
14:060:0067	UTAH COUNTY SOLID WASTE SPECIAL SERVICES DISTRICT	Approx. 200 N. 2000 W.
14:059:0051	UTAH COUNTY SOLID WASTE SPECIAL SERVICES DISTRICT	Approx. 400 N. 2000 W.
14:059:0049	UTAH COUNTY SOLID WASTE SPECIAL SERVICES DISTRICT	Approx. 400 N. 2000 W.
14:059:0050	UTAH COUNTY SOLID WASTE SPECIAL SERVICES DISTRICT	Approx. 400 N. 2000 W.
14:060:0073	UTAH COUNTY SOLID WASTE SPECIAL SERVICES DISTRICT	Approx. 400 N. 2000 W.


doTERRA
RC
Current zoning designation Regional Commercial (RC), Light Industrial (LI), Light Industrial – West Overlay (LI-W)
RMU-W


doTERRA
RC
Amended zoning map designation to General Commercial (CG)
RMU-W



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

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

SECTION IV: This ordinance shall take effect immediately upon its passage and posting as 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: Agreement with MS Properties, LLC (Martin Snow).** The Council will review and consider an agreement between Lindon City and MS Properties, LLC to settle disputed matters associated with road right-of-way along Anderson Lane.

Sample Motion: I move to (approve, continue, deny) the Settlement Agreement with MS Properties, LLC (as presented or amended).

Settlement Agreement – Lindon City and MS Industrial Properties

Date: August 17, 2026 **Applicant**: Lindon City **Presenting Staff**: Michael Florence **Type of Decision**: Legislative **Council Action Required**: Yes	**MOTION** I move to authorize the mayor to sign the Settlement Agreement between Lindon City and MS Industrial Properties.

Summary

A dispute has arisen regarding the boundary between the City's right-of-way for Anderson Lane and MSIP's Parcels. The City believes the roadway was appropriately constructed within an existing right-of-way, while MSIP believes the roadway encroaches upon its property and that the City has effected a taking of a portion of its real property. Notwithstanding these differing positions, the Parties believe it is in the best interests of both sides to resolve this matter without resorting to litigation.

To resolve this issue and to settle all issues between Lindon City and MSIP regarding the road right-of-way associated with Anderson Lane, the Parties agree to the attached settlement agreement.

Key Obligations of the Settlement Agreement:

Lindon City

- Amend and terminate the Development Agreement between Lindon City and MS Industrial Properties.

MS Industrial Properties

- Dedicate and transfer tile to the road right-of-way for Anderson Lane
- Grant a utility easement for the operation, maintenance, repair, and replacement of public utilities

Exhibits

1. Settlement Agreement

SETTLEMENT AGREEMENT

This Settlement Agreement (this "**Agreement**") is entered into effective August ____, 2026, (the "**Effective Date**"), by and between MS Industrial Properties, LLC, (through its manager Martin Snow) ("**MSIP"**) and LINDON CITY, a municipal corporation of the state of Utah ("**City**"). MSIP and City are sometimes collectively referred to herein as the "**Parties**" or individually as a "**Party**."

RECITALS

A. MSIP is the owner of certain real property located at 250 North 1400 West (1400 West is known as "**Anderson Lane"**) identified as parcels 14-063-0067 and 14-063-0031 ("**Parcels"**). Anderson Lane runs west of the Parcels.

B. In 2016, the City signed a development agreement with a third party that allowed a residential development to be constructed primarily to the west of Anderson Lane and allowed that third party to develop a permanent roadway over portions of Anderson Lane.

C. A dispute has arisen regarding the boundary between the City's right-of-way for Anderson Lane and MSIP's Parcels. The City believes the roadway was appropriately constructed within an existing right-of-way, while MSIP believes the roadway encroaches upon its property and that the City has effected a taking of a portion of its real property. Notwithstanding these differing positions, the Parties believe it is in the best interests of both sides to resolve this matter without resorting to litigation.

D. To resolve this issue and to settle all issues between Lindon City and MSIP regarding the road right-of-way associated with Anderson Lane, the Parties agree as set forth herein.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing, and the terms and conditions set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. Incorporation of Recitals. The foregoing recitals are hereby incorporated into this Agreement and are made a part hereof.

2. Removal of Street Master Plan Roadway. City waived all fees associated with a petition to amend the Lindon City Street Master Plan to remove the future roadway identified in Exhibit A (Portions of 1200 West). On May 4, 2026, the Lindon City Council amended the Lindon City Street Master Plan and removed the planned roadway as shown on Exhibit A.

3. Amendment of Development Agreement and Release Escrow Funds. Upon the Lindon City Council approving the Amendment of the Lindon City Street Master Plan to remove the future roadway identified in Exhibit A, Lindon City agrees to amend the Development Agreement between Lindon City and MSIP, dated March 19, 2008, to remove any obligation to construct the required portions of 1200 West and to release any obligation by MSIP to maintain funds in escrow for construction of such improvements. The City will commence the process to amend the Development Agreement as soon as reasonably practicable after the Lindon City Street Master Plan has been amended.

4. Dedication of road right-of-way and easements by MSIP. Upon the amendment of the Development Agreement referenced in paragraph 3, MSIP will dedicate and transfer title to the road right-of-way for Anderson Lane as identified in Exhibit B. MSIP will also grant a utility easement for the operation, maintenance, repair, and replacement of public utilities as identified in Exhibit C, and a stormwater pipeline easement and right-of-way for access, maintenance, repair, and replacement as identified in Exhibit D.

5. Waiver and Release. In consideration for promises listed in this Agreement, MSIP, for itself and any heir, successor or assign, does hereby agree that upon the Lindon City Council approving the Amendment of the Lindon City Street Master Plan and the amendment of the Development Agreement referenced in paragraph 3, that it does forever waive and release any and all charges, complaints, claims, actions, causes of action, and expenses (including attorneys' fees and legal expenses) of any nature whatsoever pertaining to the facts and circumstances described in this Agreement and further covenants and agrees that it will not assert or bring any charge or claims or initiate any action against City, its divisions, directors, officers, employees, agents, representatives, based upon or in any way related to any matters, acts, omissions, transactions, occurrences, or events that are referenced in this Agreement.

6. Agreement Contingent Upon the Exercise of Legislative Authority. The Parties acknowledge that, pursuant to Utah law, Lindon City cannot contractually obligate the City Council to take any specific legislative action. While Lindon City staff will support the amendment the Development Agreement as indicated herein, the City cannot guarantee that any specific legislation will be passed. Accordingly, the Parties agree that the rights and obligations described in this Agreement are contingent upon Lindon City Council's approval of the amendment the Development Agreement as described herein. If the City Council determines not to adopt the proposed changes, this Agreement shall be null and void, and neither Party shall be bound by its terms and conditions. Under no circumstances shall MSIP be required to reimburse the City for any filing fees or costs incurred by the City in submitting the petition to amend the Lindon City Street Master Plan or to amend the Development Agreement.

7. Authority. The persons signing this Agreement affirm and represent each for themselves that they have authority to sign on behalf the respective Party for whom they are signing to the terms of this Agreement.

8. Governing Law. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Utah.

9. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which taken together shall constitute one and the same document and agreement. The Parties need not exchange original signatures. Signatures conveyed electronically via facsimile, email, or otherwise are fully binding.

10. Entire Agreement. This Agreement constitutes the entire understanding and agreement of the Parties and can only be modified by a subsequent writing signed by all Parties.

11. Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the heirs, representatives, successors and assigns of the Parties hereto.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first above written.

LINDON CITY,	MS Industrial Properties, LLC
______________________________	______________________________
Carolyn O. Lundberg Mayor	By: Martin Snow MS Industrial Properties Manager

Exhibit A
Lindon City General Plan Street Master Plan Map Amendment – Removing Portion of 1200 W.

Exhibit B
Quit Claim Deed

<u>WHEN RECORDED MAIL TO</u>:
Lindon City
100 North State Street
Lindon, UT 84042

QUITCLAIM DEED

M.S. INDUSTRIAL PROPERTIES, LLC, as Grantor, and LINDON CITY, a body politic of the State of Utah, as Grantee. Grantor, for the sum of ten dollars and other good and valuable consideration, does hereby remise, release, and forever quitclaim unto Grantee, all of Grantor's right, title, interest, claim and demand in and to the following described real property situated in the County of Utah, State of Utah, described as follows and as more particularly described and/or shown on the graphical exhibit attached hereto and by this reference made a part hereof:

A portion of an entire tract of property, which entire tract is described in that certain Warranty Deed recorded as Entry 1744:2005, on the records of the Utah County Recorder, which portion thereof is described as follows:

Commencing at a point located South 00°11'34" East along the section line 2067.00 feet and East 1391.76 feet from the Northwest corner of Section 32, Township 5 South, Range 2 East, said point being the northwest corner of parcel 14:063:0067 as shown on file in the office of the Utah County Recorder: thence North 84°45'22" East along said parcel 14:063:0067, 19.98 feet; thence South 00°42'59" West 419.37 feet more or less to the northerly line of Parcel 14:063:0031; thence South 85°51'55" West along said parcel line 20.10 feet to the southwest corner of parcel 14:063:0067; thence North 00°44'13" East along said parcel line 418.99 feet to the point of beginning.

The above-described parcel contains 8,364 square feet or 0.19 acres in area, more or less.
(For reference only, affecting Tax Serial No. 14:063:0067)

ALSO,

A portion of an entire tract of property, which entire tract is described in that certain Warranty Deed recorded as Entry 95081:2009, on the records of the Utah County Recorder, which portion thereof is described as follows:

Commencing at a point located South 00°11'34" East along the section line 2487.62 feet and East 1361.91 feet from the Northwest corner of Section 32, Township 5 South, Range 2 East, said point being the northwest corner of parcel 14:063:0031 as shown on file in the office of the Utah County Recorder: thence North 85°51'55" East 43.21 feet; thence South 00°43'00" West 166.87 feet to the southerly boundary of parcel 14:063:0031; thence North 89°41'55" West along said parcel 42.81 feet to the southwest corner of said parcel; thence North 00°37'45" East along said parcel 163.52 feet to the point of beginning.

The above-described parcel contains 7,092 square feet or 0.16 acres in area, more or less.
(For reference only, affecting Tax Serial No. 14:063:0031)

WITNESS, the hand of said Grantor, this _____ day of ______________________, 2026.

M.S. INDUSTRIAL PROPERTIES, LLC

____
By: Martin Snow, Manager

STATE OF UTAH
ss:
COUNTY OF UTAH

The foregoing instrument was acknowledged before me this ____ day of _____________________, 2026, by Martin Snow, in his capacity as Manager.

____
NOTARY PUBLIC

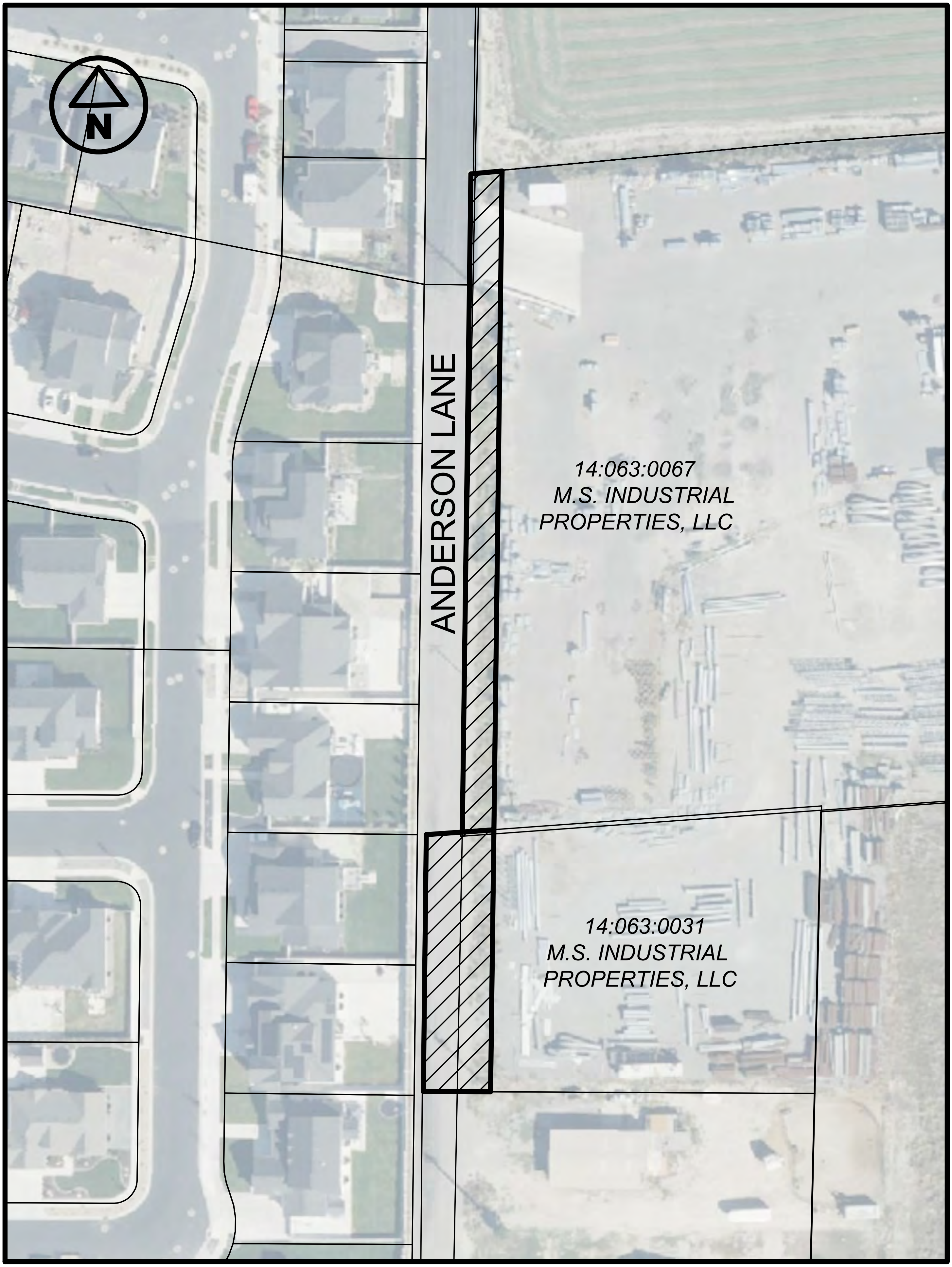

N
ANDERSON LANE
14:063:0067
M.S. INDUSTRIAL
PROPERTIES, LLC
14:063:0031
M.S. INDUSTRIAL
PROPERTIES, LLC

Exhibit C
Utility Easement

<u>WHEN RECORDED MAIL TO</u>:
Lindon City
100 North State Street
Lindon, UT 84042

UTILITY EASEMENT

A utility easement executed by M.S. INDUSTRIAL PROPERTIES, LLC, as Grantor, and LINDON CITY, a body politic of the State of Utah, as Grantee. Grantor hereby grants and conveys to Grantee a perpetual right-of-way and easement for the right to access, inspect, construct, maintain, operate, repair, modify, remove and replace utility infrastructure (hereinafter called the Facilities) through the Grantor's land across an easement described as follows and more particularly described and/or shown on the graphical exhibit attached hereto and by this reference made a part hereof (hereinafter called the Easement Area):

> ALL OF LOT 27, PLAT C, LAKEVIEW INDUSTRIAL PARK, also described as: Commencing at the Northeast corner of Lot 27, Plat C, Lakeview Industrial Park as shown on file in the office of the Utah County Recorder's Office, said point also being located North 89°27'37" East along the Section line 65.81 feet and South 1505.26 feet from the North quarter corner of Section 32, Township 5 South, Range 2 East, Salt Lake Base and Meridian; thence along said Lot 27 the following four (4) courses as follows: South 657.92 feet, South 84°29'48" West 66.31 feet, North 658.88 feet to 400 North Street, North 85°19'38" East along 400 North Street 66.22 feet to the point of beginning.
>
> Contains Approximately 43,454 sq.ft. or 0.99 Acre

Grantor reserves the right to use the Easement Area for any purpose whatsoever, except for the purposes for which this easement is granted to Grantee, provided Grantor's use does not unreasonably interfere with the Facilities or with the proper functioning of the Facilities, or any other rights granted to the Grantee hereunder. Grantor shall not plant any trees or deep-rooted vegetation within the Easement Area. Grantor shall not build nor construct, nor permit to be built or constructed, any building or other improvement over or across the Easement Area nor change the grading thereof that would result in less than the standard cover over buried utilities without the written consent of Grantee, such consent not to be unreasonably withheld or delayed.

This easement shall be considered to be a covenant running with the property and shall be binding upon their heirs, personal representatives and assigns.

Executed this ______ day of _________________, 2026, by:

M.S. Industrial Properties, LLC

____
Martin Snow, Manager

STATE OF UTAH)
ss.
COUNTY OF UTAH)

On the____ day of _______________, 2026, personally appeared before me the signer(s), of the within and foregoing instrument, who duly acknowledge to me that he/she/they executed the same.

____
Notary Public

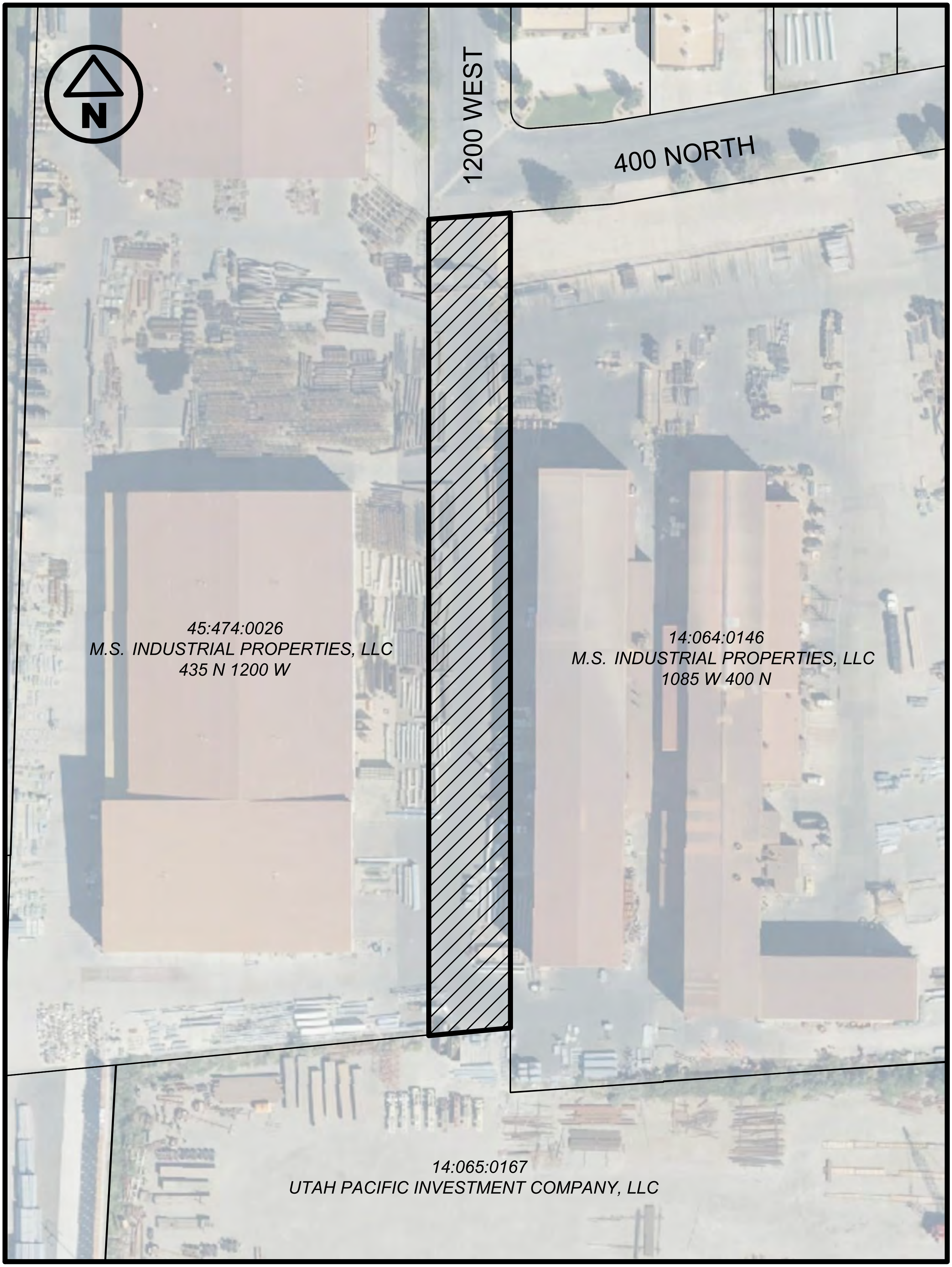

N
1200 WEST
400 NORTH
45:474:0026
M.S. INDUSTRIAL PROPERTIES, LLC
435 N 1200 W
14:064:0146
M.S. INDUSTRIAL PROPERTIES, LLC
1085 W 400 N
14:065:0167
UTAH PACIFIC INVESTMENT COMPANY, LLC

Exhibit D
Storm Water Pipeline Easement

<u>WHEN RECORDED MAIL TO</u>:
Lindon City
100 North State Street
Lindon, UT 84042

STORM WATER PIPELINE EASEMENT

A 20-foot-wide storm water pipeline easement executed by M.S. INDUSTRIAL PROPERTIES, LLC, as Grantor, and LINDON CITY, a body politic of the State of Utah, as Grantee. Grantor hereby grants and conveys to Grantee a perpetual right-of-way and easement for the right to access, inspect, construct, maintain, operate, repair, modify, remove and replace a storm water pipeline and associated structures and appurtenances (hereinafter called the Facilities) through the Grantor's land across an easement described as follows and more particularly described and/or shown on the graphical exhibit attached hereto and by this reference made a part hereof (hereinafter called the Easement Area):

> Commencing at a point located South 2148.81 feet from the North quarter corner of Section 32, Township 5 South, Range 2 East Salt Lake Base and Meridian: thence South 20.09 feet; thence South 84°29'48" West 332.88 feet; thence South 02°21'16" West 247.48 feet; thence South 85°51'44" West 901.74 feet; thence North 00°41'20" East 20.13 feet; thence North 85°51'55" East 882.19 feet; thence North 02°21'16" East 247.05 feet; thence North 84°29'48" East 352.24 feet to the point of beginning.
>
> Area = 29,667 sq.ft. or 0.68 Acre

Grantor hereby grants unto Grantee during temporary periods of construction that Grantee and its contractors may use such portion of Grantor's property along and adjacent to the Easement Area as may be reasonably necessary in connection with the construction or repair of the Facilities.

Grantor reserves the right to use the Easement Area for any purpose whatsoever, except for the purposes for which this easement is granted to Grantee, provided Grantor's use does not unreasonably interfere with the Facilities or with the proper functioning of the Facilities, or any other rights granted to the Grantee hereunder. Grantor shall not plant any trees or deep-rooted vegetation within the Easement Area. Grantor shall not build nor construct, nor permit to be built or constructed, any building or other improvement over or across the Easement Area nor change the grading thereof that would result in less than the standard cover over buried utilities without the written consent of Grantee, such consent not to be unreasonably withheld or delayed.

This easement shall be considered to be a covenant running with the property and shall be binding upon their heirs, personal representatives and assigns.

Executed this ______ day of _________________, 2026, by:

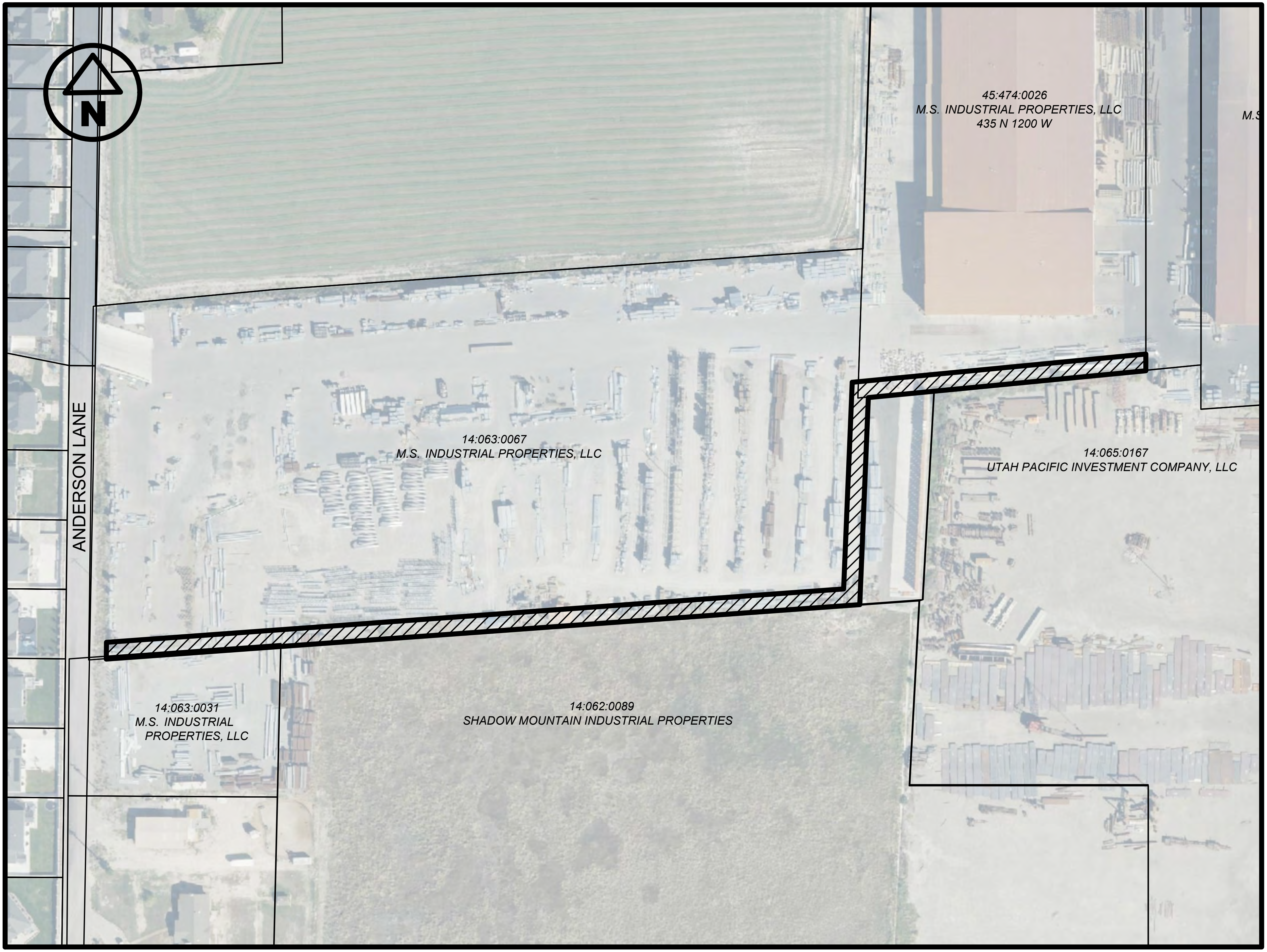
M.S. Industrial Properties, LLC

____
Martin Snow, Manager

STATE OF UTAH)
ss.
COUNTY OF UTAH)

On the____ day of _______________, 2026, personally appeared before me the signer(s), of the within and foregoing instrument, who duly acknowledge to me that he/she/they executed the same.

____
Notary Public


N
ANDERSON LANE
45:474:0026
M.S. INDUSTRIAL PROPERTIES, LLC
435 N 1200 W
14:063:0067
M.S. INDUSTRIAL PROPERTIES, LLC
14:065:0167
UTAH PACIFIC INVESTMENT COMPANY, LLC
14:063:0031
M.S. INDUSTRIAL
PROPERTIES, LLC
14:062:0089
SHADOW MOUNTAIN INDUSTRIAL PROPERTIES

10. **Amendment and Termination of Development Agreement - Lindon City and MS Industrial Properties; Ordinance #2026-13-O.** MS Industrial Properties, LLC is requesting approval of an ordinance amending and terminating the Development Agreement between Lindon City and MS Industrial Properties, LLC. The Planning Commission recommended approval.

    Sample Motion: I move to (approve, continue, deny) Ordinance #2026-13-O (as presented or amended).

Amended and Termination of the Development Agreement between Lindon City and MS Industrial Properties

Date: August 17, 2026

Project Address: Approx 1085 W 400 N.
Applicant: Martin Snow
Property Owner: MS Industrial Properties, LLC

General Plan: Heavy Industrial
Current Zone: Heavy Industrial

Parcel ID(s): 45:474:0027

Type of Decision: Legislative
Council Action Required: Yes, the Planning Commission unanimously recommended approval
Presenting Staff: Michael Florence

Summary of Key Issues

- MS Industrial Properties, LLC is requesting approval of an ordinance amending and terminating the Development Agreement between Lindon City and MS Industrial Properties, LLC, which was approved on January 22, 2008.

Overview

- The Development Agreement originated in 2008 when MS Industrial Properties proposed developing approximately 10.31 acres. At that time, 1200 West was identified on the Lindon City Master Street Plan as a future public street adjacent to the development.
- As part of the Development Agreement, Lindon City and MS Industrial Properties agreed that the portion of 1200 West located between the proposed MS Properties buildings would be constructed, including the installation of the required utilities. However, because 1200 West did not extend south to Center Street, the roadway would not function as a public street and would instead serve primarily as an access between the buildings. Consequently, the City did not want to assume responsibility for maintaining an access that was not yet part of the public street network.
- To address this issue, the Development Agreement required the developer to deposit funds into escrow for a future asphalt overlay once 1200 West was extended south to Center Street. The agreement also required the roadway to be dedicated to Lindon City at the time the future street connection was completed.
- On May 4, 2026, the Lindon City Council, following a recommendation from the Planning Commission, approved an amendment to the Lindon City General Plan Future Land Use and Street Master Plan Maps, removing the planned 1200 West connection between 400 North and 200 North.

- Because the future extension of 1200 West has been removed from the General Plan Street Master Plan, the circumstances that gave rise to the Development Agreement no longer exist. Accordingly, both the City and the property owner have determined that the original purpose of the Development Agreement can no longer be fulfilled and should be amended and terminated.

Motion

I move to (approve, deny, or continue) Ordinance No. 2026-13-O amending and terminating the Development Agreement between Lindon City and MS Industrial Properties, LLC, that was recorded with the Utah County Recorder's Office on June 16, 2008.

Exhibits

- Ordinance with amended development agreement and 2008 development agreement

ORDINANCE NO. 2026-13-O

AN ORDINANCE OF THE LINDON CITY COUNCIL APPROVING AN AMENDMENT TO AND TERMINATION OF A DEVELOPMENT AGREEMENT BETWEEN LINDON CITY AND MS INDUSTRIAL PROPERTIES; AUTHORIZING THE MAYOR TO EXECUTE THE AMENDMENT AND TERMINATION AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Lindon City ("City") and MS Industrial Properties ("Owner") entered into a Development Agreement dated June 3, 2008 (the "Development Agreement"), governing the development of certain real property located within Lindon City, and specifically addressing the future development of a portion of Lindon's planned street at 1200 West; and

WHEREAS, the Development Agreement was approved by the Lindon City Council pursuant to the authority granted under the Utah Land Use, Development, and Management Act (LUDMA); and

WHEREAS, the Development Agreement was recorded in the Office of the Utah County Recorder on June 16, 2008, and constitutes a binding agreement affecting the subject property; and

WHEREAS, on January 22, 2026, MS Industrial Properties, LLC submitted a land use application to amend the Lindon City General Plan Street Master Plan Map to remove portions of the future 1200 West and 200 North planned streets; and

WHEREAS, on February 4, 2026, the Lindon City Planning Commission held a properly noticed public hearing and made a recommendation to the Lindon City Council; and

WHEREAS, on May 4, 2026, the Lindon City Council approved the amendment of the Lindon City General Plan Street master plan map by removing the section of 1200 W. planned roadway between 400 N. and 200 N.; and

WHEREAS, due to the amendment of the Lindon City General Plan Street Master Plan Map, the City and the Owner have reviewed the provisions of the Development Agreement and have determined that the original purpose of the Development Agreement can no longer be fulfilled and should be amended and terminated; and

WHEREAS, the City and the Owner desire to mutually amend the Development Agreement for the sole purpose of terminating the agreement and releasing both parties from any remaining rights, obligations, duties, and responsibilities arising under the Development Agreement, except for any provisions that expressly survive termination, if any; and

WHEREAS, the City Council finds that terminating the Development Agreement is in the best interest of the public health, safety, and welfare, is consistent with the City's planning objectives, and will eliminate an agreement that is no longer needed; and

WHEREAS, the Lindon Planning Commission held a public hearing on July 14, 2026, to receive public comment regarding the proposed amendment and termination of the Development Agreement.

WHEREAS, the Lindon City Council has reviewed and considered the impact that the proposed ordinance may have on family health, stability, and formation; and

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF LINDON CITY, UTAH, AS FOLLOWS:

Section I. Approval of Amendment and Termination.

The City Council hereby approves the Amendment and Termination of the Development Agreement dated January 3, 2008, between Lindon City and MS Properties in substantially the form attached hereto as **Exhibit A**.

Upon execution by both parties, the Development Agreement shall be terminated and shall have no further force or effect except for those provisions, if any, that expressly survive termination.

For reference, the June 16, 2008 Development Agreement is provided as **Exhibit B.**

Section II. Severability.

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

Section III. Effective Date.

This Ordinance shall take effect immediately upon its passage and posting as required 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

Exhibit A

Amendment and Termination of 2008 Development Agreement

WHEN RECORDED, RETURN TO:
Lindon City
100 N. State
Lindon, UT 84042

AMENDMENT AND TERMINATION OF DEVELOPMENT AGREEMENT

The City of Lindon City, a Utah municipal corporation (the "City"), and MS Industrial Properties, LLC or assigns (the "Developer"), enter into this Amendment and Termination of Development Agreement (this "Agreement") this _____ day of ___________________, 2026 ("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 Parties entered into that certain Development Agreement dated June 3, 2008 ("Development Agreement"), concerning certain real property located within Lindon City, Utah; and

WHEREAS, the Development Agreement was approved by the Lindon City Council pursuant to the Utah Land Use, Development, and Management Act and was recorded in the Office of the Utah County Recorder on June 16, 2008, as Entry No. 69489:2008; and

WHEREAS, the Development Agreement addressed, among other matters, the future development of a portion of Lindon City's planned 1200 West roadway; and

WHEREAS, on January 22, 2026, Developer submitted an application requesting amendments to the Lindon City General Plan Street Master Plan Map to remove portions of the planned 1200 West and 200 North roadways; and

WHEREAS, following public hearings before the Planning Commission and City Council, the Lindon City Council approved amendments to the Street Master Plan Map removing the planned segment of 1200 West between 400 North and 200 North.

WHEREAS, as a result of those amendments, the Parties have determined that the original purpose of the Development Agreement can no longer be accomplished and that continuation of the Development Agreement no longer serves the interests of either Party. The Developer therefore, on June 23, 2026, submitted a land use application to amend and terminate the 2008 Agreement; and

WHEREAS, Ordinance No. 2026-13-O authorizes the Mayor to execute this Amendment and Termination of Development Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Parties agree as follows:

Terms

A. Amendment. The Development Agreement is hereby amended solely for the purpose of terminating the Development Agreement as provided herein. The Development Agreement is hereby terminated and of no further force and effect, and neither Developer nor Lindon City, nor any successors in interest, shall have any further obligation or liability to the other under the terms of the Development Agreement and any amendments thereto.

B. Termination of Development Agreement. Effective upon execution of this Agreement by both Parties, the Development Agreement recorded on June 16, 2008, is hereby terminated in its entirety.

Except as expressly provided herein, the Development Agreement shall have no further force or effect.

C. Release of Rights and Obligations. The City and Developer mutually acknowledge and agree that, effective upon termination:

1. All remaining rights, obligations, duties, covenants, and responsibilities arising under the Development Agreement are terminated.
2. Neither Party shall have any further obligation to perform under the Development Agreement.
3. Neither Party shall have any further claim against the other arising solely from future performance of the Development Agreement.

D. No Vested Right. Owner acknowledges that following termination of the Development Agreement, the Property shall no longer be subject to any rights or benefits created by the Development Agreement.

Any future development of the Property shall be governed exclusively by:

1. Applicable provisions of the Lindon City Code;
2. The Lindon City General Plan; and
3. All other applicable state and local laws and regulations.

E. Mutual Release. Except for obligations created by this Agreement, each Party hereby releases the other from any remaining contractual obligations arising under the Development Agreement.

F. Recording. Following execution, the City Recorder is authorized to record this Agreement in the Office of the Utah County Recorder for the purposes of clearing title of the effects of the prior Development agreement and upon recording, this Agreement shall constitute notice that the Development Agreement has been terminated.

G. Entire Agreement. This Agreement constitutes the entire agreement between the Parties concerning the termination of the Development Agreement and supersedes all prior discussions concerning such termination.

H. 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.

I. Counterparts. This Agreement may be executed in one or more counterparts, all of which taken together shall constitute one and the same instrument.

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

[SIGNATURES TO FOLLOW ON NEXT CONSECUTIVELY NUMBER PAGE]

CITY OF LINDON,
a Utah Municipal Corporation

By: ________________________________
Carolyn O. Lundberg, Mayor

State of Utah)
:ss
County of Utah)

On this _____ day of _______________, 20_____, personally appeared before me, whose identity is personally known to me or proved to me on the basis of satisfactory evidence, and who affirmed that she is the Mayor of the City of Lindon, a Utah municipal corporation, and said document was signed by her on behalf of said municipal corporation by authority of the Lindon Municipal City Code by a Ordinance of the Lindon City Council, and she acknowledged to me that said municipal corporation executed the same.

____
Notary Public
My Commission Expires:

MS Industrial Properties, LLC

By: ____

Name: ____ (*printed*)

Title: ____

State of Utah)
:ss
County of Utah)

On the ___ Day of _______________________, 2026, personally appeared before me _________________________________, in his/her capacity as ___________________________, of MS Industrial Properties, LLC, being duly sworn by me, did say that he/she was duly authorized by the company to sign the forgoing instrument in behalf of said company.

____
Notary Public
My Commission Expires:

Exhibit B

2008 Development Agreement

ENT 69489:2008 PG 1 of 14
RANDALL A. COVINGTON
UTAH COUNTY RECORDER
2008 Jun 16 12:00 pm FEE 0.00 BY SW
RECORDED FOR LINDON CITY CORPORATION

DEVELOPMENT AGREEMENT

This **Development Agreement ("Agreement")** is **made** and **entered into** this day of **January, 2008 (the "Effective Date"), by** and between M. S. Industrial Properties, LLC, 435 N. 1200 W., Lindon, **UT 84042 ("Owner"),** and City of Lindon ("City").

This Agreement is made with reference to the following facts:

A. Owner has submitted to the City an application for preliminary plat approval of Lakeview Industrial Park, Plat "C" lot 26 at 400 North and 1200 West, Lindon, UT (the **"Project").**

B. The Project fronts on 1200 West Street.

C. The proposed Project plat description consists of approximately 10.31 acres, and is more particularly described as follows:

See Exhibit "A", attached hereto and incorporated by reference as if fully stated herein.

D. The Project is zoned for industrial development in the LI and HI zones and will be improved in compliance with procedures and standards in the Development Code of the City (the **"Development Code").**

E. Owner has received approval of the Project from the City's Planning Commission and City Council, subject to Owner's agreement to install utility and road improvements, in particular improvements to proposed 1200 West Street (the **"Proposed 1200 West Street"),** which is more particularly described as follows:

See Exhibit "B", attached hereto and incorporated by reference as if fully stated herein.

F. If Proposed 1200 West Street were improved at the present time, the roadway would not connect to surrounding City Master Planned roads which are not yet developed, and would be a dead end road into an active industrial site.

G. Owner's existing business which is located on the north end of the Project requires crossing 1200 West Street multiple times a day with heavy equipment and materials, which may result in excessive deterioration of the roadway and create unsafe conditions for the traveling public.

H. If Proposed 1200 West Street were improved and dedicated by Owner to the City, the City would be responsible for maintenance of the roadway once it is dedicated.

I. Owner and City wish to define the rights and responsibilities of the parties with respect to the development of the Project and funding of improvements on the Project, which are approved by the City in this Agreement.

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

1. Utility Services and Infrastructure Improvements.

(a) The City has reviewed the proposed site plan prepared by Dudley & Associates,(the **"Site Plan")**, a copy of the site plan is attached as Exhibit "C" and incorporated by references as if fully stated herein.

(b) As indicated in the Site Plan, at a minimum, the following improvements (the **"Improvements")** are necessary for the Project:

(i) sewer, gas, water, telephone, and power lines;
(ii) Utopia and telecommunications lines
(iii) storm drainage;
(iv) fire hydrants.
(v) and all onsite improvements as indicated on the site plan

(c) The parties agree and acknowledge that Owner shall provide the funds to construct the improvements set forth in the Site Plan. No building occupancy permit will be issued by the City in the Project until the Owner has constructed all Improvements, or has placed into escrow adequate funds (whether through cash escrow, letters of credit, or other means reasonably satisfactory to the City) to construct these Improvements.

2. Future Infrastructure Improvements.

(a) The City has reviewed the proposed future site plan prepared by Dudley & Associates (the **"Future Site Plan")**, a copy of the Future Site Plan is attached as Exhibit "D" and incorporated by reference as if fully stated herein.

(b) As indicated in the Future Site Plan, at a minimum, the following improvements (the **"Future Improvements")** are necessary for the Project:

(i) 20 foot landscaping strip with curb and gutter on east and west side of Proposed 1200 West Street;
(ii) new storm drain grates integrated into curbs;
(iii) Signage on Proposed 1200 West that is satisfactory to Lindon City, indicating the area as a truck crossing;
(iv) street lighting;
(v) sprinkler system in landscaped areas; and
(vi) completion of Proposed 1200 West Street as set forth below.

(c) Owner is not obligated to construct Future Improvements until the property owner to the South of Proposed 1200 West proposes, or is ready, to extend the roadway to the south or the City finds that it is the public's best interest to construct Proposed 1200 West. The City shall give written notice to Owner of when the event triggering the Owner's obligation under this paragraph occurs.

(d) After issuing written notice to Owner to commence Future Improvements, the City, in its sole discretion, shall determine which of the following improvements shall be made by Owner to Proposed 1200 West Street:
(i) Require installation of a one and one-half inch asphalt overlay on Proposed 1200 West Street;
(ii) Replace existing asphalt with a four inch thick new asphalt layer.

(e) The parties agree that Owner shall provide the funds to construct the Future Improvements. No building permit for construction of the proposed building in the Project will be issued until adequate funds (the "Security Funds") are placed (whether through cash escrow, or other means reasonably satisfactory to the City) to construct the Future Improvements.

(f) The amount of the Security Funds shall be the estimated costs to construct the Future Improvements plus 20% to be held in an interest bearing account with accrued interest part of the Security Funds. As there exists uncertainty in the timing of the construction of the Future Improvements, the parties agree that the amount of the Security Funds may, at the City's discretion, be reviewed every two years to assure that the security on deposit is sufficient to maintain the original ratio of construction costs plus 20% held in reserve and the Owner will supplement or increase the Security Fund to maintain said ratio. In the event that the Owner is unable or unwilling to supplement the Security Fund, the parties agree that the City may file and record a lien against the property described in Exhibit A in the amount equal to the constructions costs plus 20% as of the time the lien is filed.

3. Dedication of Roadway. After the City has approved all future improvements on Proposed 1200 West Street, Owner shall deed Proposed 1200 West Street to the City, but Owner's delivery by deed of Proposed 1200 West Street to the City shall only be required to be made concurrently with the deeding and dedication of that portion of 1200 West Street directly south of the Proposed 1200 West Street.

4. 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 Owner with specific land use rights defined specifically in this Agreement and to require compliance by the Owner with all other generally applicable standards, conditions and requirements enacted by the City to protect the safety, health and welfare of the current and future inhabitants of the City.

5. Default Notice. Upon the occurrence of an event of default, the City shall provide not less that fifteen *(15)* days notice to the Owner of a meeting of the City Council where the Owner's default shall be heard and reviewed by the City Council. The Owner shall be entitled to attend the hearing and comment on the evidence presented concerning the default. Upon a finding by the City Council that the Owner is in default, the City Council may order that work in the Project by the defaulting party be terminated until the default is cured or may issue such further directions to City staff and to the defaulting party as deemed appropriate under the circumstances.

6. Fair Notice of Default. The parties are desirous of giving one another fair notice of any default before sanctions are imposed. In the event of an act of default with respect to any provisions of this Agreement, neither party may institute legal action with respect to such default without first complying with the following conditions:

(a) Notice of such event of default must be given in writing and mailed to the other party by U.S. certified mail, return receipt requested.

(b) Such written notice shall set forth the nature of the alleged default in the performance of the terms of this Agreement and shall designate the specific paragraph(s) thereof which relate to the alleged act of default.

(c) Such notice shall also contain a reasonable understandable description of the action to be taken or performed by the other party to cure the alleged default at the rate by which the default must be remedied, and said date may not be fewer than ten business days from the date of mailing the notice of default.

7. Binding Effect. This Agreement shall run with the land and be binding upon and inure to the benefit of the successors, heirs and assigns of the parties hereto, and to any entities resulting from the reorganization, consolidation, or merger of any party hereto. All rights, responsibilities and obligations under this Agreement shall be assumed by any successors or assigns of the Owner as a condition to the sale or assignment of any portion of the Property.

8. Integration. This Agreement constitutes the entire understanding and agreement 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 the procedures and standards for approval of all public improvements in the Project.

9. Not Severable. The provisions of this Agreement are not severable, and should any provision hereof be deemed void, unenforceable or invalid, such provisions shall affect the remainder of this Agreement, and shall provide grounds for dissolution of the Agreement at the option of the parties in the exclusive discretion of each of them.

10. Waiver. Any waiver by any party hereto of any breach of any kind or character what so ever by the other party, whether such waiver be direct or implied, shall not be construed as a continuing waiver of or consent to any subsequent breach of this Agreement on the part of the other party.

11. No Modification. This Agreement may not be modified except by an instrument in writing signed by the parties hereto.

12. Governing Law. This Agreement shall be interpreted, construed and enforced according to the laws of the State of Utah.

13. Costs of Enforcement. In the event of default on the part of any party to this Agreement, that party shall be liable for all costs and expenses incurred by the other parties enforcing the provisions of this Agreement, whether or not legal action is instituted.

LINDON CITY

DATED this 3RD day of June 2008.

By: ______________________

Jim Dain, Mayor

Attest:

____

Lindon City Recorder

LINDON CITY
Seal
UTAH COUNTY UTAH

(Signatures continue on subsequent page)

ENT 69489:2008 PG 6 of 14

M.S. INDUSTRIAL PROPERTIES, LLC

DATED this day of ____ 2008.
March 19

By: [signature]

Its: Manager

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

The foregoing instrument was acknowledged before me this 19th day of March 2008, by Martin Snow, who is a duly authorized agent or representative of M.S Industrial Properties, a Utah limited liability company, and who has the authority to sign on its behalf.

Susan Blackhurst
Notary Public

SUSAN BLACKHURST
NOTARY PUBLIC-STATE OF UTAH
435 NORTH 1200 WEST
LINDON, UTAH 84042
COMM. EXP. 10-16-2011

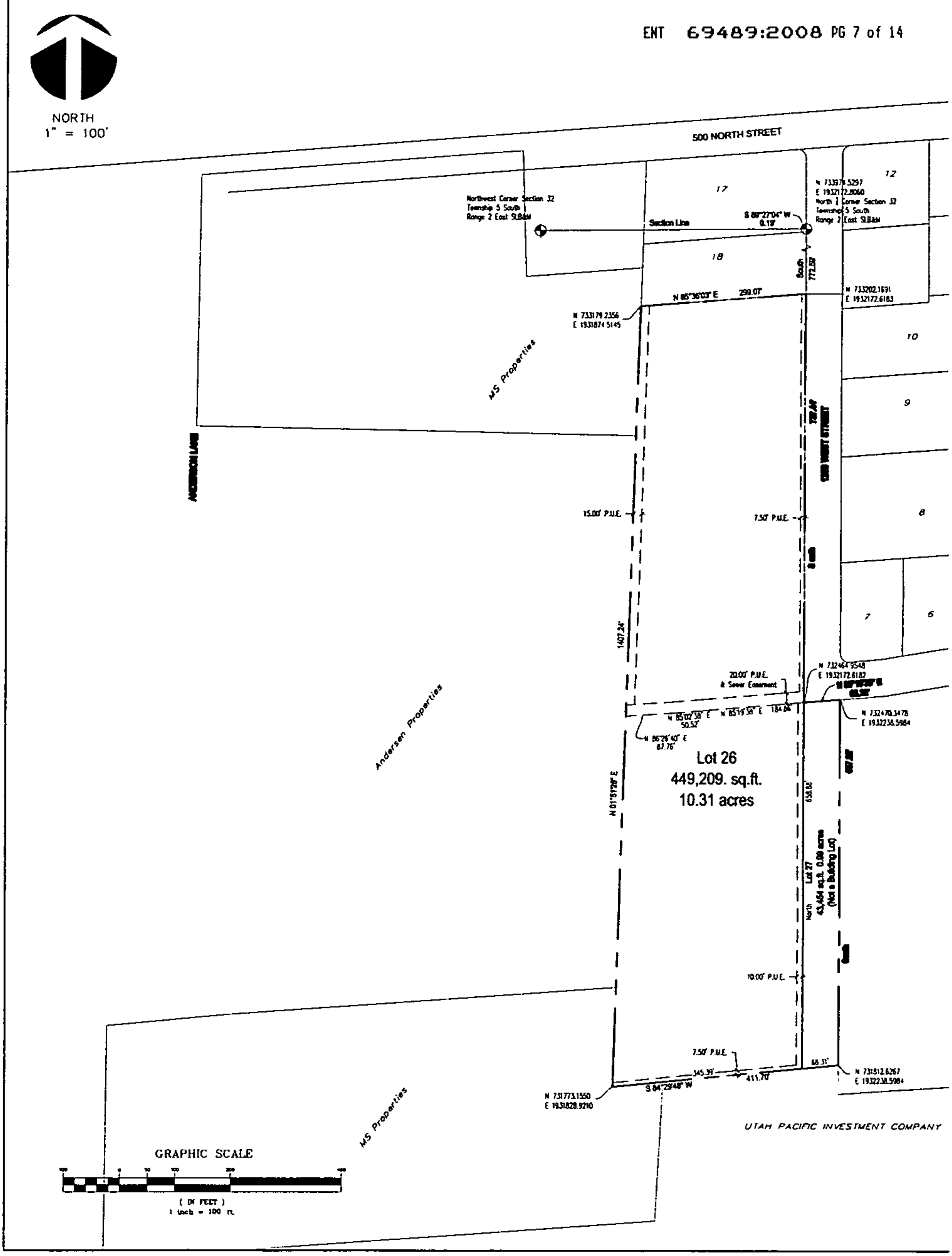
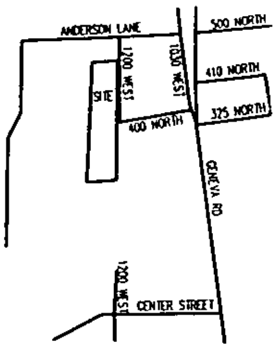
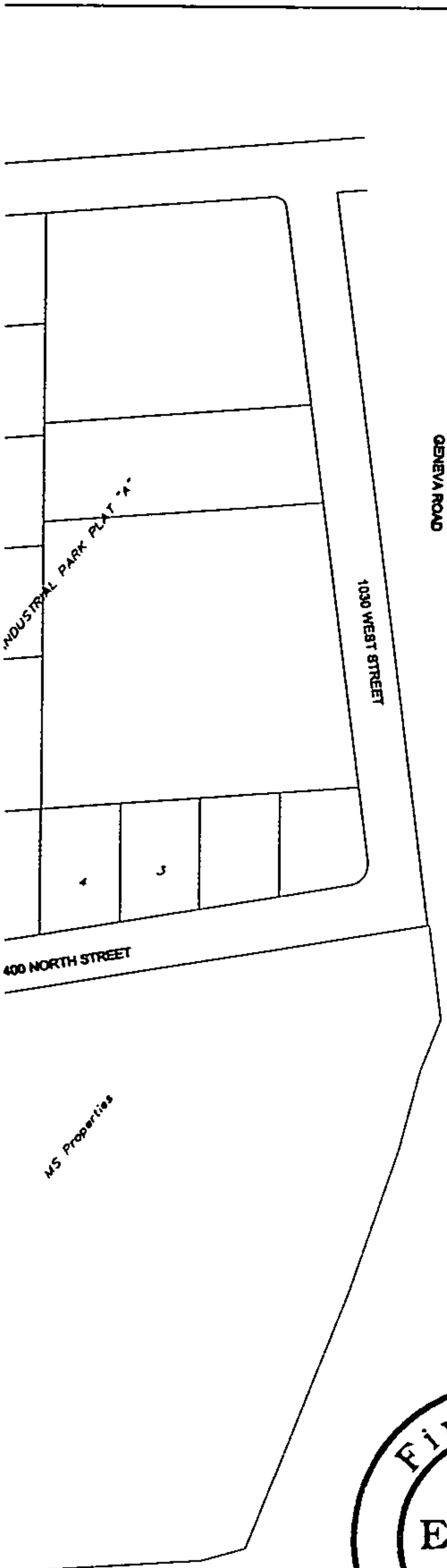

NORTH
1" = 100'
500 NORTH STREET
Northwest Corner Section 32
Township 5 South
Range 2 East SLB&M
Section Line
S 89°27'04" W
0.19'
North 1/4 Corner Section 32
Township 5 South
Range 2 East SLB&M
N 85°36'03" E
299.07'
MS Properties
Andersen Properties
MS Properties
Lot 26
449,209. sq.ft.
10.31 acres
1407.24'
N 01°51'26" E
15.00' P.U.E.
7.50' P.U.E.
20.00' P.U.E.
& Sewer Easement
10.00' P.U.E.
7.50' P.U.E.
S 84°29'48" W
411.70
345.39'
658.88
Lot 27
43,484 sq.ft. 0.99 acres
(Not a Building Lot)
17
18
12
10
9
8
7
6
UTAH PACIFIC INVESTMENT COMPANY
GRAPHIC SCALE
(IN FEET)
1 inch = 100 ft.

Exhibit "A".



VICINITY MAP



Finalized
City Engineer
5/20/2008
Plans

SURVEYOR'S CERTIFICATE

I, Roger B. Dudley, DO HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR, AND THAT I HOLD CERTIFICATE NO. 147089 AS PRESCRIBED UNDER THE LAWS OF THE STATE OF UTAH. I FURTHER CERTIFY BY AUTHORITY OF THE OWNERS, I HAVE MADE A SURVEY OF THE TRACT OF LAND SHOWN ON THIS PLAT AND DESCRIBED BELOW, AND HAVE SUBDIVIDED SAID TRACT OF LAND INTO LOTS, BLOCKS, STREETS, AND EASEMENTS AND THE SAME HAS BEEN CORRECTLY SURVEYED AND STAKED ON THE GROUND AS SHOWN ON THIS PLAT AND THAT THIS PLAT IS TRUE AND CORRECT.

BOUNDARY DESCRIPTION

Commencing at a point located South 89°27'04" West along the Section line 0.19 feet and South 772.59 feet from the North quarter corner Section 32, Township 5 South, Range 2 East, Salt Lake Base and Meridian; thence South 737.44 feet; thence North 85°19'38" East 66.22 feet; thence South 657.92 feet; thence South 84°29'48" West 411.70 feet; thence North 01°51'26" East 1407.24 feet; thence North 85°36'03" East 299.07 to the point of beginning.

AREA = 492,663 sq. ft. or 11.31 acres

BASIS OF BEARING = South 89°27'04" West along the Section line

DATE ______ SURVEYOR ______
(See Seal Below)

OWNER'S DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT WE, ALL OF THE UNDERSIGNED OWNERS OF ALL OF THE PROPERTY DESCRIBED IN THE SURVEYOR'S CERTIFICATE HEREON AND SHOWN ON THIS MAP AND SUBJECT TO ANY CONDITIONS AND RESTRICTIONS STATED HEREON, HAVE CAUSED THE SAME TO BE SUBDIVIDED INTO LOTS, BLOCK, STREETS, AND EASEMENTS AND DO HEREBY DEDICATE THE STREETS AND OTHER PUBLIC AREAS AS INDICATED HEREON FOR PERPETUAL USE OF THE

IN WITNESS HEREOF WE HAVE HEREUNTO SET OUR HANDS THIS ____ DAY OF __________ A.D. 20__

ACKNOWLEDGEMENT

STATE OF UTAH
COUNTY OF UTAH } **S.S.**

ON THE ____ DAY OF __________ A.D. 20__ PERSONALLY APPEARED BEFORE ME THE SIGNERS OF THE FOREGOING DEDICATION WHO DULY ACKNOWLEDGE TO ME THAT THEY DID EXECUTE THE SAME.

MY COMMISSION EXPIRES ______

NOTARY PUBLIC
(See Seal Below)

ACCEPTANCE OF LEGISLATIVE BODY

THE __________ OF __________, COUNTY OF UTAH, APPROVES THIS SUBDIVISION SUBJECT TO THE CONDITIONS AND RESTRICTIONS STATED HEREON, AND HEREBY ACCEPTS THE DEDICATION OF ALL STREETS, EASEMENTS AND OTHER PARCELS OF LAND INTENDED FOR THE PUBLIC PURPOSE OF THE PERPETUAL USE OF THE PUBLIC THIS____ DAY OF ________ A.D. 20___.

MAYOR:	DATE:	COUNCIL MEMBER:	DATE:
COUNCIL MEMBER:	DATE:	COUNCIL MEMBER:	DATE:
COUNCIL MEMBER:	DATE:	COUNCIL MEMBER:	DATE:
CLERK/RECORDER:	DATE:	CITY ATTORNEY:	DATE:

PLANNING COMMISSION APPROVAL

APPROVED THIS ___ DAY OF ________ A.D. 20__ BY THE __________ PLANNING COMMISSION.

DIRECTOR SECRETARY ______ CHAIRMAN, PLANNING COMMISSION ______

CITY ENGINEER'S CERTIFICATE

I ____________ AS LINDON CITY ENGINEER HAVE INSPECTED THE FORGOING PLAT AND LEGAL DESCRIPTIONS AND FIND THEM TO BE CORRRECT, AND DO HEREBY GIVE THE APPROVAL OF SAID PLAT ON THIS ______ DAY OF __________ 20 __

LINDON CITY ENGINEER (SEE SEAL)

OCCUPANCY RESTRICTION NOTICE

It is unlawful to occupy any building located within this subdivision without first having obtained a certificate of occupancy issued by the City.

CONDITIONS OF APPROVAL

PLAT " C "

Lakeview Industrial Park

Including a Vacation of Lot 25 Lakeview Industrial Park Plat "B"

SUBDIVISION

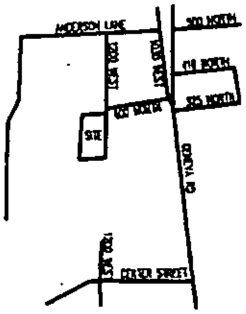
LINDON CITY, ______ UTAH COUNTY, UTAH

SCALE: 1" = 100 FEET

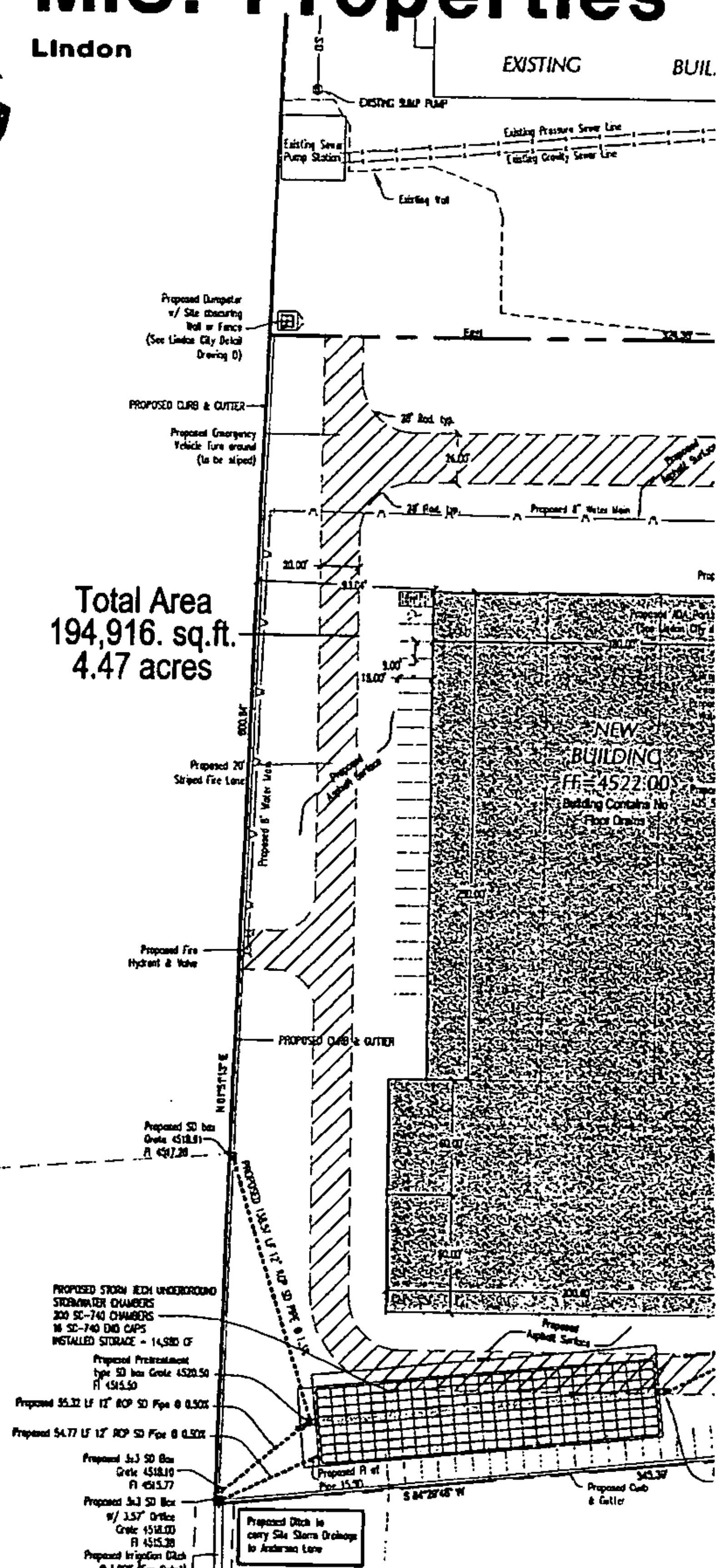
SURVEYOR'S SEAL	NOTARY PUBLIC SEAL	CITY-COUNTY ENGINEER SEAL	CLERK-RECORDER SEAL

M.S. Properties

Lindon



NORTH
1" = 40'



Notes:

1. The Applicant is responsible for compliance with all requirements of the "Americans With Disabilities Act" (ADA)
2. All landscaped areas shall have an automatic underground sprinkling system with a backflow prevention device to the building, unless landscaping is served by the secondary water system.
3. Water meters are to be located behind back of walk or back of curb in an area that is accessible, not located behind fenced areas or under covered parking.

<u>Telecommunication Conduit</u>

Telecommunication conduit is required in new subdivisions. However, the conduit location does not need to be shown on the improvement plans for approval, but rather the conduit is just to be laid whenever telephone is laid. After the construction, the location of the conduit and the boxes shall be shown on the record drawings. Add the following notes to improvement plans:

1. Telecommunication conduit shall be installed to serve all lots, and be laid in the same location as the telephone lines. The conduit shall be laid at a minimum depth of cover of 24". In the immediate vicinity below the bottom of the service box, so that the conduit is visible when the cover of the box is removed. The conduit is not to be cut at service boxes, but is to be laid continuously under the boxes.

2. Service boxes shall be placed at every other property line, so that service can be provided to two lots from each box. The top of the box shall be placed flush with the finished ground surface. They shall be green 15" deep, 14" x 20" HDPE Newbasis Splice/Valve Box S1420 with cover assembly, including stainless steel lock bolt (part no. SGA 142015Y000). The label "TELECOM" shall be imprinted on the cover.

3. Install two (one on cul-de-sacs) orange 1 ½" diameter SDR-11 HDPE conduits meeting ASTM 3035. A twelve (12) gauge solid THHN tracer wire shall be installed inside all conduits according to NESC standards. Telecommunication conduit shall include a 3" caution tape installed in the pipeline trench approximately 12" below the ground surface, with the words "CAUTION: FIBER OPTIC CABLE" printed on it.

GRAPHIC SCALE

(IN FEET)
1 inch = 40 ft.

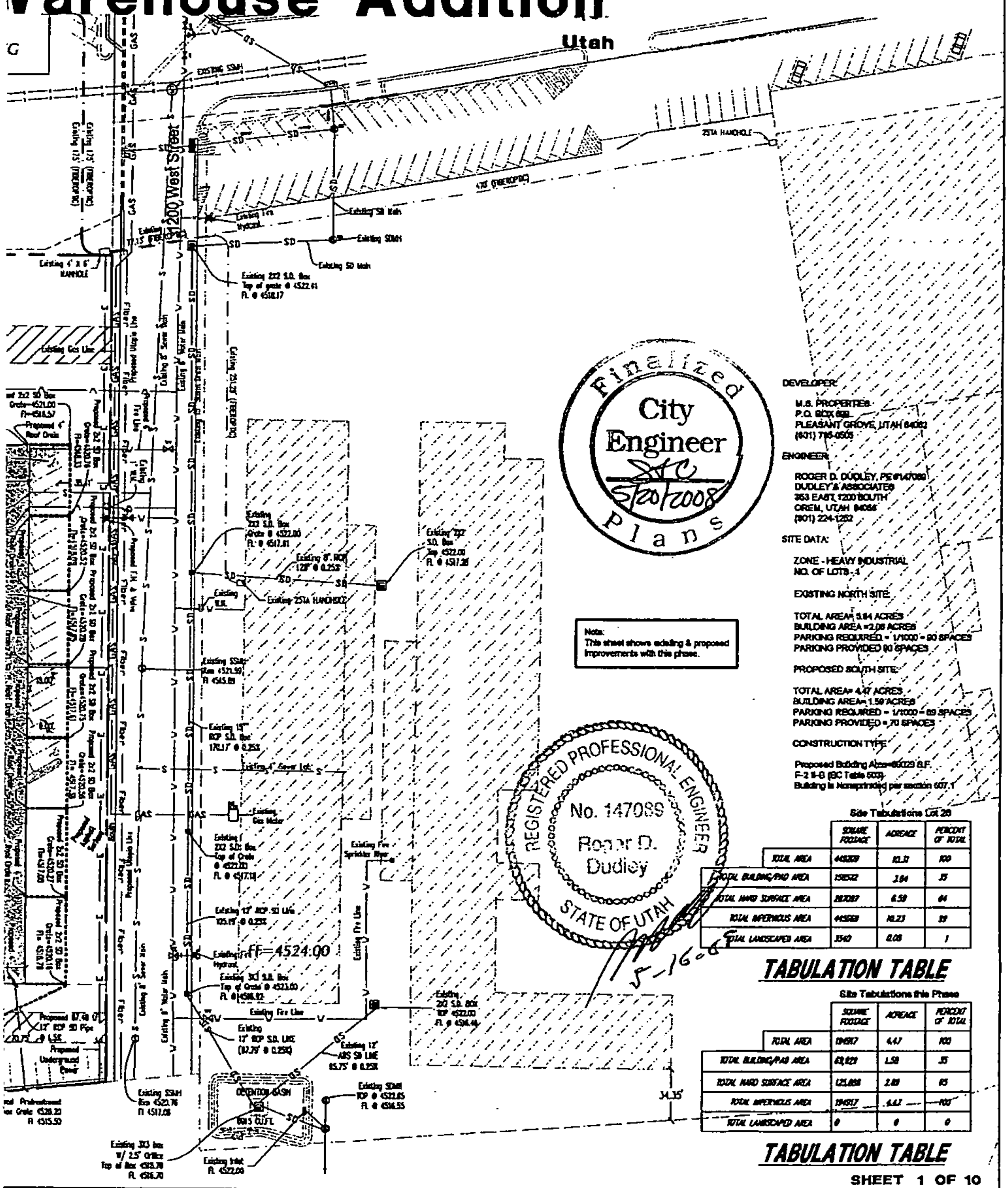
REVISIONS

DUDLEY & ASSOC
ENGINEERS PLANNERS
OREM, UTAH

Exhibit "B"

Warehouse Addition

ENT 69489:2008 PG 10 of 14



Note:
This sheet shows existing & proposed improvements with this phase.

DEVELOPER:

M.S. PROPERTIES
P.O. BOX 658
PLEASANT GROVE, UTAH 84062
(801) 785-0505

ENGINEER:

ROGER D. DUDLEY, PE #147089
DUDLEY & ASSOCIATES
353 EAST 1200 SOUTH
OREM, UTAH 84058
(801) 224-1252

SITE DATA:

ZONE - HEAVY INDUSTRIAL
NO. OF LOTS - 1

EXISTING NORTH SITE:

TOTAL AREA= 5.84 ACRES
BUILDING AREA = 2.06 ACRES
PARKING REQUIRED = 1/1000 = 90 SPACES
PARKING PROVIDED 90 SPACES

PROPOSED SOUTH SITE:

TOTAL AREA= 4.47 ACRES
BUILDING AREA= 1.59 ACRES
PARKING REQUIRED = 1/1000 = 69 SPACES
PARKING PROVIDED = 70 SPACES

CONSTRUCTION TYPE:

Proposed Building Area=69029 S.F.
F-2 II-B (IBC Table 503)
Building is Nonsprinkled per section 507.1

Site Tabulations Lot 20

	SQUARE FOOTAGE	ACREAGE	PERCENT OF TOTAL
TOTAL AREA	449329	10.31	100
TOTAL BUILDING/PAD AREA	158542	3.64	35
TOTAL HARD SURFACE AREA	287087	6.59	64
TOTAL IMPERVIOUS AREA	445569	10.23	99
TOTAL LANDSCAPED AREA	3540	0.08	1

TABULATION TABLE

Site Tabulations this Phase

	SQUARE FOOTAGE	ACREAGE	PERCENT OF TOTAL
TOTAL AREA	194817	4.47	100
TOTAL BUILDING/PAD AREA	63,029	1.58	35
TOTAL HARD SURFACE AREA	125,888	2.89	65
TOTAL IMPERVIOUS AREA	194817	4.47	100
TOTAL LANDSCAPED AREA	0	0	0

TABULATION TABLE

SHEET 1 OF 10

CIATES
SURVEYORS
801-224-1252

M.S. Properties

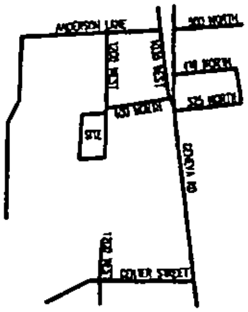
Site Plan

DATE : 09-17-07
SCALE : 1"=40'
DRAWN BY : BHT
DWG NAME : MSP 9

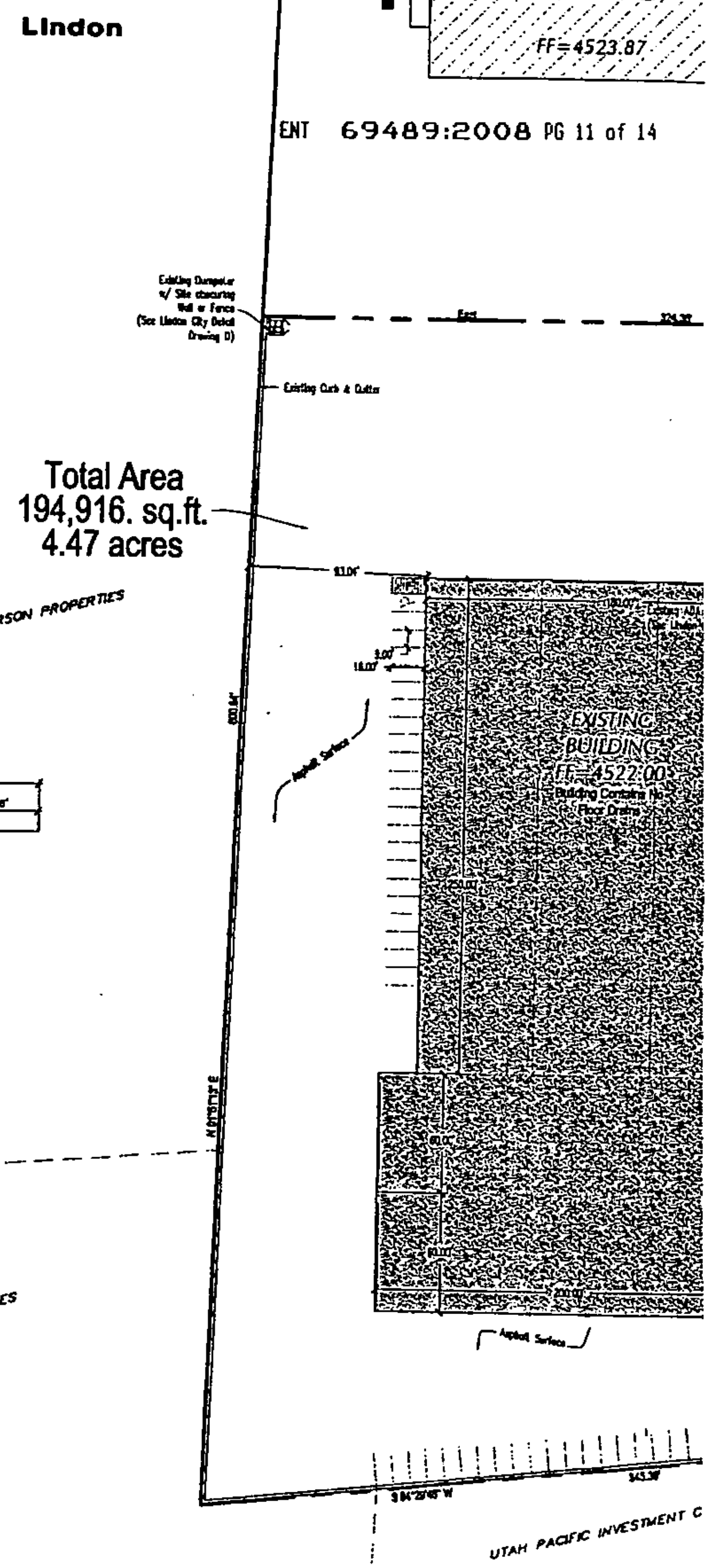
M.S. Properties

Lindon

ENT 69489:2008 PG 11 of 14



NORTH
1" = 40'



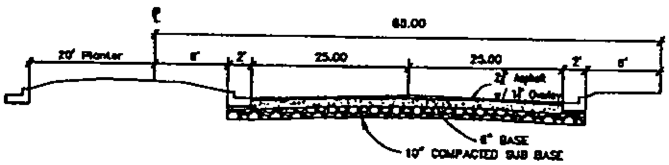
<u>Telecommunication Conduit</u>

Telecommunication conduit is required in new subdivisions. However, the conduit location does not need to be shown on the improvement plans for approval, but rather the conduit is just to be laid wherever telephone is laid. After the construction, the location of the conduit and the boxes shall be shown on the record drawings. Add the following notes to improvement plans:

1. Telecommunication conduit shall be installed to serve all lots, and be laid in the same location as the telephone lines. The conduit shall be laid at a minimum depth of cover of 24". In the immediate vicinity below the bottom of the service box, so that the conduit is visible when the cover of the box is removed. The conduit is not to be cut at service boxes, but is to be laid continuously under the boxes.

2. Service boxes shall be placed at every other property line, so that service can be provided to two lots from each box. The top of the box shall be placed flush with the finished ground surface. They shall be green 15" deep, 14" x 20" HDPE Newbasis Splice/Valve Box 81420 with cover assembly, including stainless steel lock bolt (part no. SGA 142015Y00Q). The label "TELECOM" shall be imprinted on the cover.

3. Install two (one on cul-de-sacs) orange 1 ¼" diameter SDR-11 HDPE conduits meeting ASTM 3035. A twelve (12) gauge solid THHN tracer wire shall be installed inside all conduits according to NESC standards. Telecommunication conduit shall include a 3" caution tape installed in the pipeline trench approximately 12" below the ground surface, with the words "CAUTION: FIBER OPTIC CABLE" printed on it.



STREET CROSS SECTION

COMMERCIAL & INDUSTRIAL LANDSCAPING REQUIREMENTS

Required landscaping shall be:

1. Irrigated by an underground automatic sprinkler system;
2. contain live plant materials;
3. maintained in a living, growing condition.
4. The minimum landscape requirements in the C-G, L-I and H-I zones shall be:
a. twenty feet (20') of lawn and shrubs with Little Leaf Linden (Tiliaceae Cordata) trees;
b. planted thirty feet (30') on center
c. centered ten feet (10') from the edges of the strip;
d. measuring at least two inches (2") caliper and one foot (1') above the ground;
e. minimum of six feet (6') in height when planted.

See Lindon City Code Section 17.48 and 17.42

5. All landscaping the C-G zone shall contain a white vinyl split or two rail fence four feet (4') tall along all street frontage.

Notes:

1. The Applicant is responsible for compliance with all requirements of the "Americans With Disabilities Act" (ADA)
2. All landscaped areas shall have an automatic underground sprinkling system with a backflow prevention device to the building, unless landscaping is served by the secondary water system.
3. Water meters are to be located behind back of walk or back of curb in an area that is accessible, not located behind fenced areas or under covered parking.

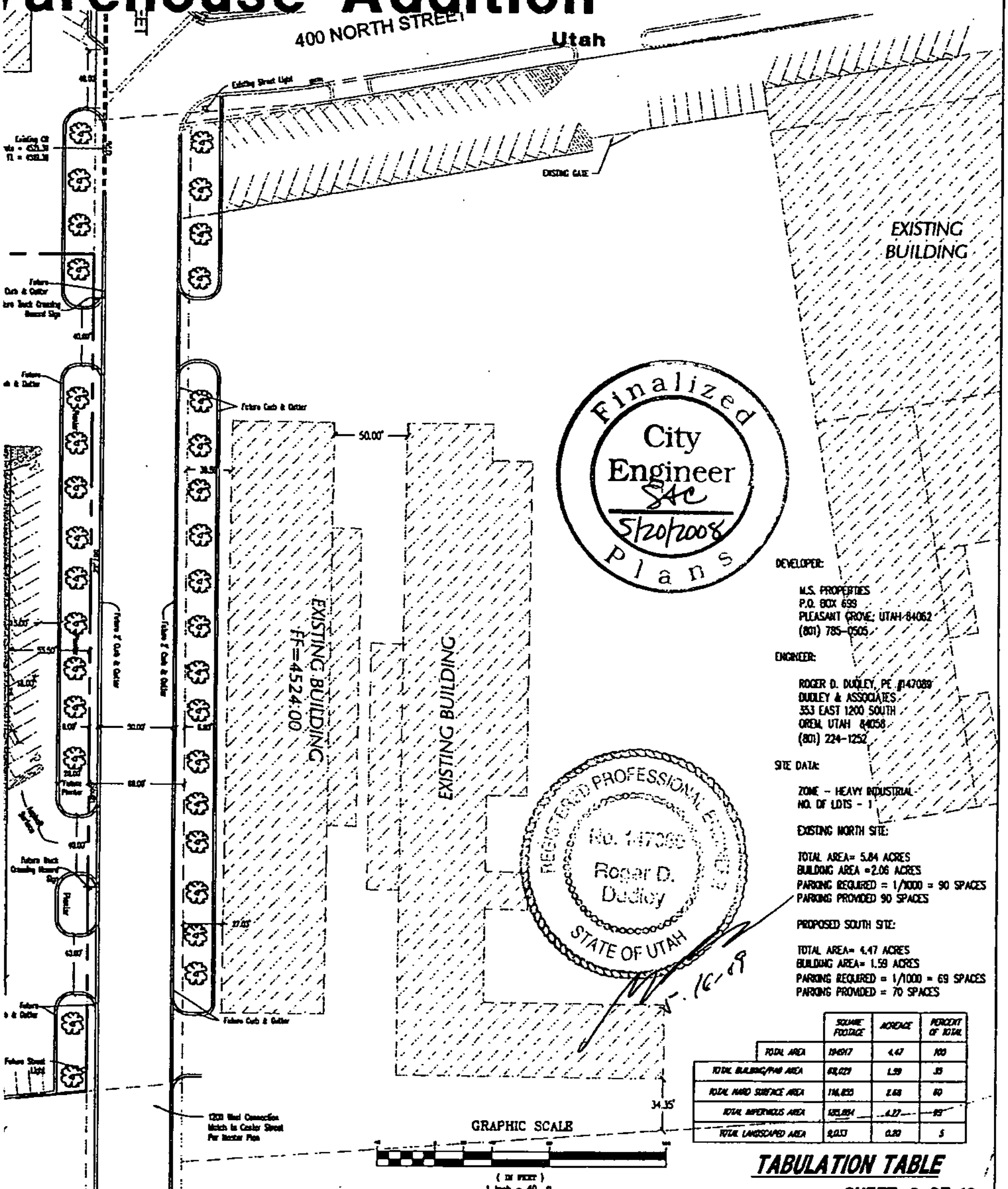
REVISIONS

DUDLEY & ASSO
ENGINEERS PLANNERS
OREM , UTAH

Exhibit "C"

ENT 69489:2008 PG 12 of 14

/arehouse Addition



DEVELOPER:

M.S. PROPERTIES
P.O. BOX 699
PLEASANT GROVE, UTAH 84062
(801) 785-0505

ENGINEER:

ROGER D. DUDLEY, PE #147089
DUDLEY & ASSOCIATES
353 EAST 1200 SOUTH
OREM, UTAH 84058
(801) 224-1252

SITE DATA:

ZONE - HEAVY INDUSTRIAL
NO. OF LOTS - 1

EXISTING NORTH SITE:

TOTAL AREA= 5.84 ACRES
BUILDING AREA =2.06 ACRES
PARKING REQUIRED = 1/1000 = 90 SPACES
PARKING PROVIDED 90 SPACES

PROPOSED SOUTH SITE:

TOTAL AREA= 4.47 ACRES
BUILDING AREA= 1.59 ACRES
PARKING REQUIRED = 1/1000 = 69 SPACES
PARKING PROVIDED = 70 SPACES

	SQUARE FOOTAGE	ACREAGE	PERCENT OF TOTAL
TOTAL AREA	194,817	4.47	100
TOTAL BUILDING/PAD AREA	69,029	1.59	35
TOTAL HARD SURFACE AREA	116,835	2.68	60
TOTAL IMPERVIOUS AREA	185,864	4.27	95
TOTAL LANDSCAPED AREA	9,033	0.20	5

TABULATION TABLE

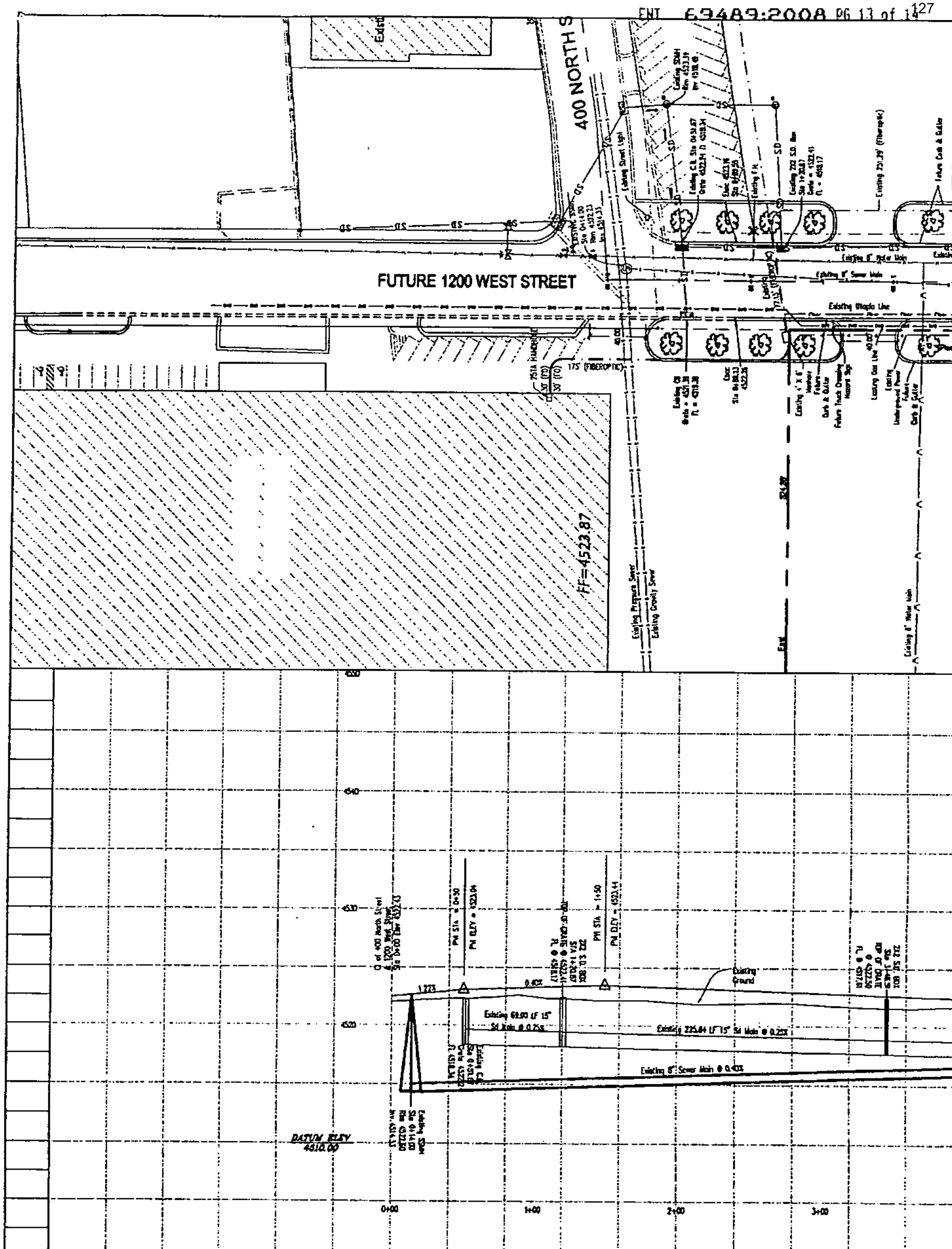
SHEET 9 OF 10

IATES
JRVEYORS
801-224-1252

M.S. Properties

Future Site Plan

DATE :	09-17-07
SCALE :	1"=40'
DRAWN BY :	BHT
DWG NAME :	MSP 9

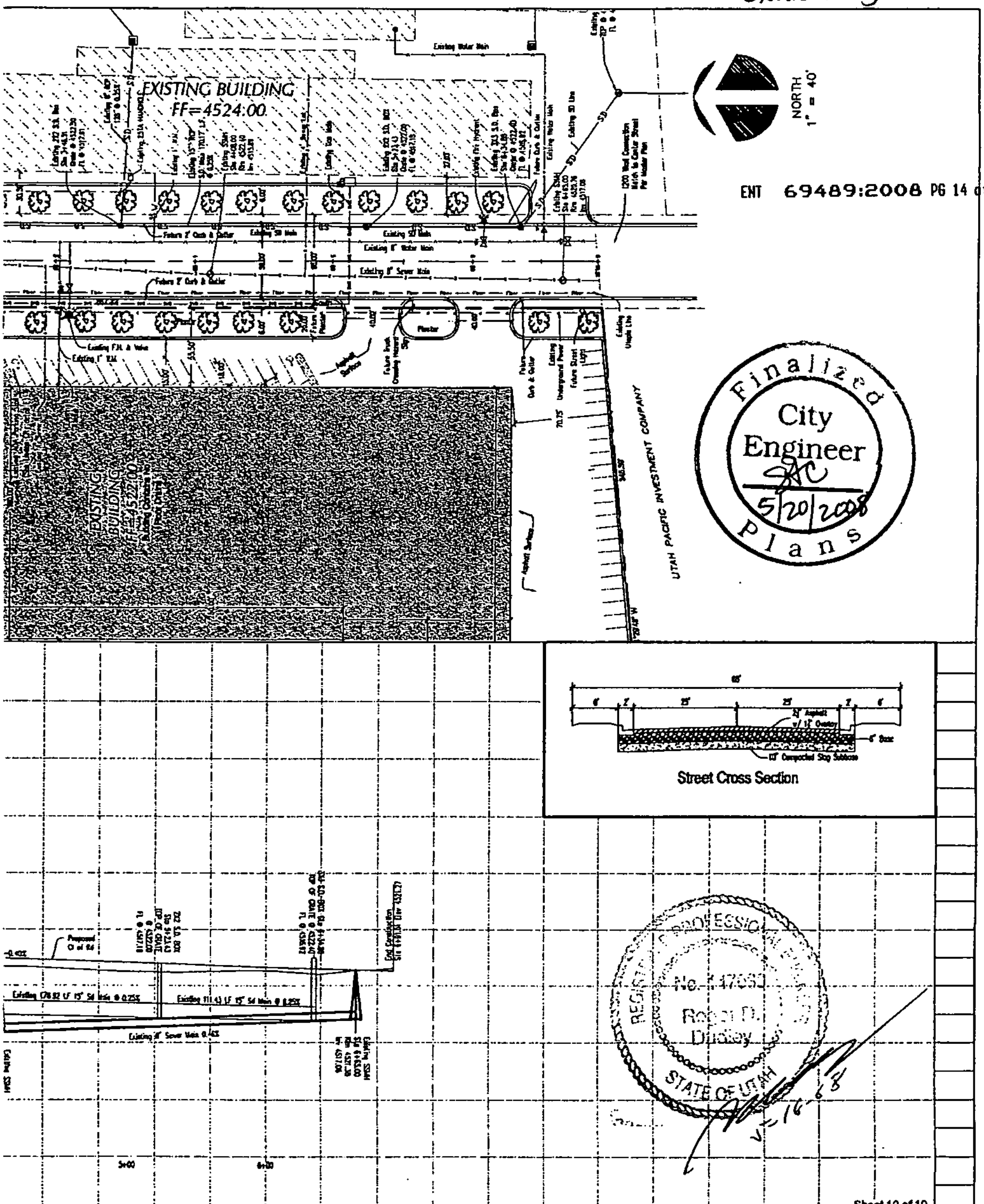


REVISIONS

DUDLEY & ASSOCIA
ENGINEERS PLANNERS SUR
OREM , UTAH

Exhibit "D"

ENT 69489:2008 PG 14 of 14



Sheet 10 of 10

TES EYORS 801-224-1252	M.S. Properties **Future Street Improvement Plan** Linden Utah	Date: 11-13-07 Scale: 1"=40' By: BHT Name: MSP Tracing No.:

11. **Public Hearing: FY2026-27 Fee Schedule Amendments, Sewer Treatment Plant Fees; Resolution #2026-25-R.** The Council will review and consider adoption of updated utility fees and a new sewer treatment facility fee required to cover costs of Lindon's portion of upgrades to the Orem Water Reclamation Facility.

    Sample Motion: I move to (approve, continue, deny) Resolution #2026-25-R (as presented or amended).

RESOLUTION NO. 2026-25-R

A RESOLUTION OF THE CITY COUNCIL OF LINDON CITY, UTAH COUNTY, UTAH, AMENDING VARIOUS SECTIONS OF THE LINDON CITY FEE SCHEDULE RELATED TO UTILITY FEES AND SEWER TREATMENT FACILITY FEE FOR FISCAL YEAR 2026-2027 (FY2027) AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Municipal Council of Lindon City finds it prudent and in accordance with sound fiscal policy to amend the Lindon City Fee Schedule for FY2027; and

WHEREAS, the on-going budget reports indicate several fee schedule items which need to be adjusted to more accurately reflect actual costs associated with current projects or need to be updated based on new information and data obtained since the budget was adopted in June of 2026; and

WHEREAS, Lindon City wastewater is treated at the Orem Water Reclamation Facility (OWRF) and the facility is required to upgrade aging infrastructure and implement other upgrades to meet State and Federal requirements, which are all estimated to cost hundreds of millions over the next few decades, and;

WHEREAS, Lindon City is contractually obligated with Orem City and required to pay 12.24% of OWRF costs, with Lindon's portion estimated to be $11.68 Million in Phase 1 of four potential phases; and

WHEREAS, Lindon City finds it necessary to increase sewer fees and/or adopt new sewer treatment facility pass-through fees(s) in order to cover the financial obligations for its share of the OWRF upgrades; and

WHEREAS, public notice of the fee schedule amendment has been advertised and a public hearing held on August 17, 2026 regarding the proposed fee amendments; and

WHEREAS, the Municipal Council desires to amend the FY2027 Lindon City Fee Schedule to reflect these needed amendments.

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

SECTION I. The FY2027 Lindon City Fee Schedule is hereby amended as shown on the attached documents identified as Exhibit A; and

SECTION II. The adopted fees will be retroactive to August 1, 2026; and

SECTION III. This resolution shall take effect immediately upon passage.

PASSED AND ADOPTED by the Lindon City Council on this the 17th day of August, 2026.

____
Carolyn O. Lundberg, Mayor

ATTEST:

____
Britni Laidler, City Recorder

SEAL:

PROPOSED FEE SCHEDULE CHANGES

Effective 8/1/2026

ADDITIONS

UTILITIES
Sewer Utility Fee

- Sewer Treatment Facility Fee - based on culinary water (CW) meter size
  - ≤ 1" CW meter $19.98
  - 1.5" CW meter $66.53
  - ≥ 2" CW meter $106.49

CHANGES

UTILITIES
Sewer Utility Fee

- Base charge - Based on Table 403.1 in 2015 International Plumbing Code as currently adopted or as may be amended. Rate is based on culinary water (CW) meter size.
  - Single Family Residential (R-3, R-4) ~~$28.40~~
    - 1 base rate fee covers up to 2 units (home + accessory apartment)
  - Multi-family Residential (R-2), per unit ~~$14.20~~
    - (½ base rate fee for 1" meter ~~Single Family Residential~~)
  - Other Residential (R-1, R-2 (dormitories); Institutional), per unit ~~$7.10~~
    - (¼ base rate fee for 1" meter ~~Single Family Residential~~)
  - Non-Residential, 1 base rate per water meter ~~$28.40~~

Meter Size	≤1"	1.5"	2"	3"	4"	6"
Base Rate	~~$28.40~~ $25.31	~~$28.40~~ $84.28	~~$28.40~~ $134.90	~~$28.40~~ $270.06	~~$28.40~~ $421.92	~~$28.40~~ $843.58

- Usage rate per 1000 gallons ~~$3.85~~ $3.89
  - For customers with pressurized irrigation, usage is based on water usage
  - For customers without pressurized irrigation, usage is based on average winter water usage from December to March.

Sewer Utility Fee Changes

17 August 2026

City Council Meeting

Treatment Facility Upgrades

Orem Water Reclamation Facility - Capital Projects -

City of Orem
&
Lindon City
Joint City Council Meeting

June 15, 2026

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 OREM
FAMILY CITY USA

CAPITAL FACILITIES PLAN

- Finalized in December, 2022
- Incorporated into Sewer Master Plan in 2025
- 20-year plan
- Four phases
- $160M (in 2022)

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CAPITAL FACILITIES PLAN

2022 Capital Facilities Plan

Construction Costs

	2022	2026
Phase I	$58,000,000	$88,800,000
Phase II	$40,000,000	?
Phase III	$25,000,000	?
Phase IV	$37,000,000	?
Total	**$160,000,000**	

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CAPITAL FACILITIES PLAN – PHASE I

OWRF Capital Facility Projects - Phase I						
Priority	**Description**	**Project ID**	**Start of Construction**	**Engineering**	**YOC Cost**	**Total**
1	UV System Improvements	WRF 03	2026	$780,000	$10,400,000	$11,180,000
2	Secondary Clarifiers #5 & #6	WRF 09	2026	$180,000	$2,400,000	$2,580,000
3	Elovac Phosphorus System	WRF 02	2027	$356,000	$4,740,000	$5,096,000
4	Waste Gas Burner & Methane Chiller	WRF 01	2027	$47,000	$630,000	$677,000
5	Primary and RAS Pump Station	WRF 08	2027	$694,000	$9,253,000	$9,947,000
6	Dewatering Facility	WRF 06	2027	$1,470,000	$19,595,000	$21,065,000
7	Oxidation Ditch Improvements	WRF 11	2027	$694,000	$9,253,000	$9,947,000
8	Headworks	WRF 13	2028	$1,500,000	$20,000,000	$21,500,000
9	Primary Sludge Pump Station	WRF 15	2029	$259,000	$3,450,000	$3,709,000
10	Maintenance Building	WRF 10	2029	$129,000	$1,720,000	$1,849,000
N/A	Electrical Systems	WRF 05	2027-2030	$445,000	$5,934,000	$6,379,000
N/A	SCADA & PLC Replacement	WRF 07	2027-2030	$107,000	$1,425,000	$1,532,000
			Total Phase I	**$6,661,000**	**$88,800,000**	**$95,461,000**

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CAPITAL FACILITIES PLAN – PHASE I

- Cost Distribution

City	% of Expenses	Phase I Portion
Orem	85.68%	$81,790,985
Lindon	12.24%	$11,684,426
Vineyard	2.08%	$1,985,589
	Total Phase I	**$95,461,000**

ORE M
FAMILY CITY USA

FUNDING OPTIONS

- **Orem Funding**
  - Financing
  - Savings
- **Lindon Funding Options**
  - Financing
    - Bond on own, pay as projects progress
    - Pay portion of Orem bond
    - Pay "Bank of Orem" for savings used

Lindon Funding Obligation

- ~$1 Million / year starting FY 2027 (Phase 1)
- ~$1.4 Million / year starting FY 2030 (Phase 1 & 2)

Billing Options

- Incorporate into base rate on utility bill
- Add new line item on utility bill
  - "Sewer Treatment Facility Fee"
  - More transparent (pass through)

Billing Options Cont'd

Current Sewer Utility Bill Items

- Base Fee
- Usage Fee

Proposed Sewer Utility Bill Items

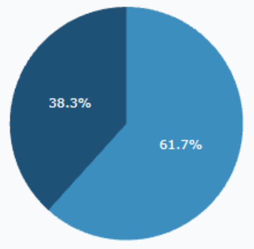
- Base Fee
- Usage Fee
- Sewer Treatment Facility Fee

MUNIWORTH FY 26-27 OREM -No Bond Scenario Notes

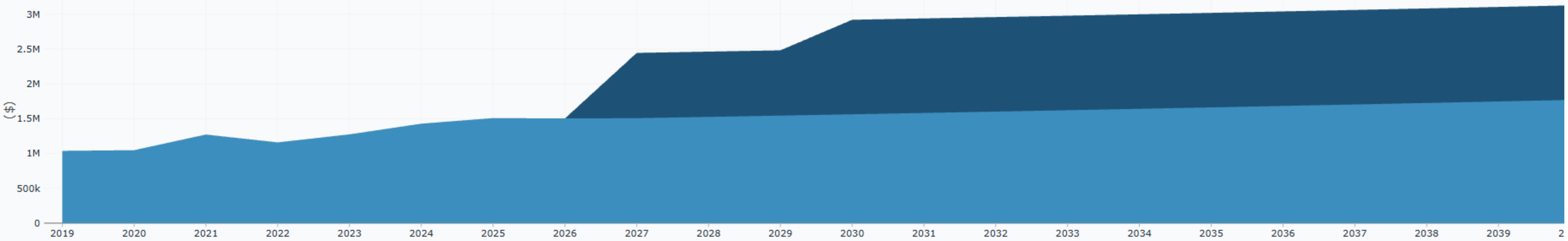
LFM Actuals & Budget | Operating Expenses | Description

OpEx Summary

Group Summary Type | 2027 Fiscal Year



OpEx Chart



Phase 1 Phase 1 & 2

$ % Excel

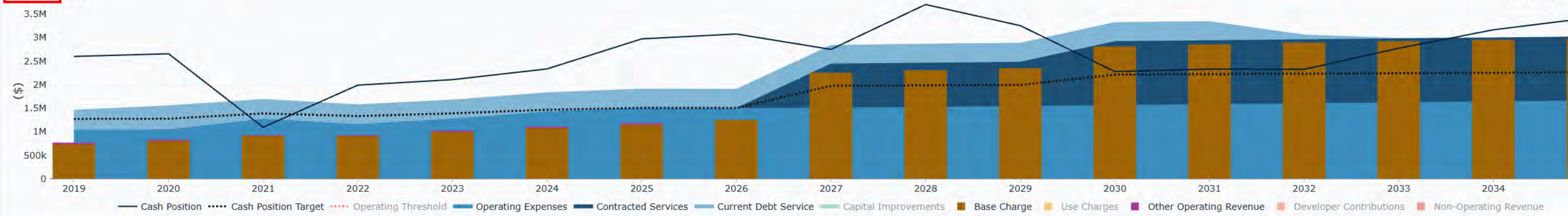
Id	Item Descriptor	Category	Inflation	Variability	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031
110	Wages	Salaries & Benefits	1.00%	0%	120,193	130,884	171,090	129,516	104,043	180,590	166,640	168,306	169,989	171,689	173,406	175,140	176,892
115	Overtime	Salaries & Benefits	0.00%	0%	111	0	0	0	0	696	6,000	6,000	6,000	6,000	6,000	6,000	6,000
120	Temp Employees	Salaries & Benefits	0.00%	0%	0	3,537	3,982	1,332	1,635	0	0	0	0	0	0	0	0
135	FICA	Salaries & Benefits	0.00%	3%	10,390	11,402	13,455	10,078	8,093	12,106	13,220	13,220	13,220	13,220	13,220	13,220	13,220
140	LTD	Salaries & Benefits	0.00%	0%	629	561	660	485	489	697	660	660	660	660	660	660	660
145	Life Insurance	Salaries & Benefits	0.00%	0%	290	148	233	197	190	233	250	250	250	250	250	250	250
150	Insurance Allowance	Salaries & Benefits	0.00%	7%	13,444	16,425	42,999	39,009	26,253	38,221	64,340	64,340	64,340	64,340	64,340	64,340	64,340
180	Retirement	Salaries & Benefits	0.00%	0%	26,555	26,753	33,108	23,901	20,985	31,747	30,620	30,620	30,620	30,620	30,620	30,620	30,620
181	Benefits Expense	Salaries & Benefits	0.00%	0%	-25,822	-25,822	-32,053	-23,015	-27,014	-19,899	0	0	0	0	0	0	0
182	Pension Expense	Salaries & Benefits	0.00%	0%	30,700	27,386	12,540	-5,476	9,029	16,386	0	0	0	0	0	0	0
185	Workers Comp	Salaries & Benefits	0.00%	0%	2,103	1,799	1,610	435	641	1,121	1,010	1,010	1,010	1,010	1,010	1,010	1,010
210	Memberships-Dues-Subsc.	Other Collection	0.00%	0%	1,059	1,056	1,028	1,238	3,970	4,371	3,125	2,580	2,580	2,580	2,580	2,580	2,580
215	Software Maint & Subscriptions	Other Collection	0.00%	0%	0	0	0	0	0	0	11,765	15,000	15,000	15,000	15,000	15,000	15,000
222	Uniform Expense	Other Collection	0.00%	0%	396	386	743	718	1,670	1,107	1,760	1,560	1,560	1,560	1,560	1,560	1,560
230	Travel & Training	Other Collection	0.00%	0%	440	622	549	836	2,752	0	2,000	2,000	2,000	2,000	2,000	2,000	2,000
240	Office Supplies	Other Collection	0.00%	0%	609	620	0	860	652	192	500	1,000	1,000	1,000	1,000	1,000	1,000
250	Operating Supplies & Maint.	Other Collection	0.00%	0%	29,868	25,665	56,985	36,739	53,453	59,512	63,600	64,500	64,500	64,500	64,500	64,500	64,500
255	Vehicle and Equipment Maint.	Other Collection	0.00%	0%	0	0	0	20,999	11,250	27,154	21,000	25,500	25,500	25,500	25,500	25,500	25,500
260	Employee Recognition	Other Collection	0.00%	0%	0	5	198	148	198	294	200	160	160	160	160	160	160
270	Utilities	Other Collection	0.00%	0%	30,541	36,112	22,330	25,034	24,961	28,671	30,000	31,000	31,000	31,000	31,000	31,000	31,000
280	Telephone	Other Collection	0.00%	0%	1,034	1,254	1,024	1,004	1,219	1,391	1,800	1,600	1,600	1,600	1,600	1,600	1,600
290	Gasoline	Other Collection	0.00%	0%	2,945	3,752	7,899	7,774	8,979	7,942	8,000	8,000	8,000	8,000	8,000	8,000	8,000
310	Professional-Tech Services	Other Collection	0.00%	0%	36,677	27,356	91,090	109,118	72,977	54,435	107,200	83,550	70,000	70,000	70,000	70,000	70,000
315	Services-Impact Fees	Other Collection	0.00%	0%	0	0	634	0	0	0	0	0	0	0	0	0	0
450	Bad Debt Expense	Other Collection	0.00%	0%	0	6,732	0	0	0	0	0	0	0	0	0	0	0
480	Special Depmt. Supplies	Other Collection	0.00%	0%	746	0	0	0	0	0	0	0	0	0	0	0	0
510	Insurance	Other Collection	0.00%	0%	8,481	8,946	9,002	8,866	8,317	10,504	11,660	11,000	11,000	11,000	11,000	11,000	11,000
600	Orem Sewage Collection	Other Collection	0.00%	0%	437,377	426,645	449,132	489,925	631,048	654,493	600,000	600,000	609,000	618,135	627,407	636,818	646,370
601	Orem WRF Reconstruction	Contracted Treatment	0.00%	0%	0	0	0	0	0	0	0	0	937,000	937,000	937,000	1,357,000	1,357,000
610	Equipment Rental	Other Collection	0.00%	0%	1,583	3,170	2,375	6,801	2,832	2,300	4,300	4,200	4,200	4,200	4,200	4,200	4,200
620	Other Services	Other Collection	0.00%	0%	5,708	16,948	62,598	3,001	4,197	5,914	1,080	2,080	2,080	2,080	2,080	2,080	2,080
675	Purchase of Equipment	Other Collection	0.00%	0%	2,968	4,082	3,426	3,136	0	80	2,000	2,000	2,000	2,000	2,000	2,000	2,000

Id	Item Descriptor	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044
110	Wages	178,661	180,447	182,252	184,074	185,915	187,774	189,652	191,548	193,464	195,399	197,352	199,326	201,319
115	Overtime	6,000	6,000	6,000	6,000	6,000	6,000	6,000	6,000	6,000	6,000	6,000	6,000	6,000
120	Temp Employees	0	0	0	0	0	0	0	0	0	0	0	0	0
135	FICA	13,220	13,220	13,220	13,220	13,220	13,220	13,220	13,220	13,220	13,220	13,220	13,220	13,220
140	LTD	660	660	660	660	660	660	660	660	660	660	660	660	660
145	Life Insurance	250	250	250	250	250	250	250	250	250	250	250	250	250
150	Insurance Allowance	64,340	64,340	64,340	64,340	64,340	64,340	64,340	64,340	64,340	64,340	64,340	64,340	64,340
180	Retirement	30,620	30,620	30,620	30,620	30,620	30,620	30,620	30,620	30,620	30,620	30,620	30,620	30,620
181	Benefits Expense	0	0	0	0	0	0	0	0	0	0	0	0	0
182	Pension Expense	0	0	0	0	0	0	0	0	0	0	0	0	0
185	Workers Comp	1,010	1,010	1,010	1,010	1,010	1,010	1,010	1,010	1,010	1,010	1,010	1,010	1,010
210	Memberships-Dues-Subsc.	2,580	2,580	2,580	2,580	2,580	2,580	2,580	2,580	2,580	2,580	2,580	2,580	2,580
215	Software Maint & Subscriptions	15,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000
222	Uniform Expense	1,560	1,560	1,560	1,560	1,560	1,560	1,560	1,560	1,560	1,560	1,560	1,560	1,560
230	Travel & Training	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000
240	Office Supplies	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000
250	Operating Supplies & Maint.	64,500	64,500	64,500	64,500	64,500	64,500	64,500	64,500	64,500	64,500	64,500	64,500	64,500
255	Vehicle and Equipment Maint.	25,500	25,500	25,500	25,500	25,500	25,500	25,500	25,500	25,500	25,500	25,500	25,500	25,500
260	Employee Recognition	160	160	160	160	160	160	160	160	160	160	160	160	160
270	Utilities	31,000	31,000	31,000	31,000	31,000	31,000	31,000	31,000	31,000	31,000	31,000	31,000	31,000
280	Telephone	1,600	1,600	1,600	1,600	1,600	1,600	1,600	1,600	1,600	1,600	1,600	1,600	1,600
290	Gasoline	8,000	8,000	8,000	8,000	8,000	8,000	8,000	8,000	8,000	8,000	8,000	8,000	8,000
310	Professional-Tech Services	70,000	70,000	70,000	70,000	70,000	70,000	70,000	70,000	70,000	70,000	70,000	70,000	70,000
315	Services-Impact Fees	0	0	0	0	0	0	0	0	0	0	0	0	0
450	Bad Debt Expense	0	0	0	0	0	0	0	0	0	0	0	0	0
480	Special Depmt. Supplies	0	0	0	0	0	0	0	0	0	0	0	0	0
510	Insurance	11,000	11,000	11,000	11,000	11,000	11,000	11,000	11,000	11,000	11,000	11,000	11,000	11,000
600	Orem Sewage Collection	656,066	665,907	675,896	686,034	696,324	706,769	717,371	728,131	739,053	750,139	761,391	772,812	784,404
601	Orem WRF Reconstruction	1,357,000	1,357,000	1,357,000	1,357,000	1,357,000	1,357,000	1,357,000	1,357,000	1,357,000	1,357,000	1,357,000	1,357,000	1,357,000
610	Equipment Rental	4,200	4,200	4,200	4,200	4,200	4,200	4,200	4,200	4,200	4,200	4,200	4,200	4,200
620	Other Services	2,080	2,080	2,080	2,080	2,080	2,080	2,080	2,080	2,080	2,080	2,080	2,080	2,080
675	Purchase of Equipment	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000

MUNIWORTH FY 26-27 OREM -No Bond Scenario Notes Lindon, UT Organization Lindon Wastewater Wastewater

LFM Actuals & Budget Revenues Description Back

Revenues Chart



Phase 1 | Phase 1 & 2

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Id	Item Descriptor	Category	In Debt Svc. Cov.	2019	2020	2021	2022	2023	2024	2025	2026
100	Sewer Charges (base)	Base Charge	✓	743,213	808,393	920,921	920,184	993,373	1,079,693	1,153,250	1,246,811
100-1	Orem Pass Through WRF Rehab	Base Charge	✓	0	0	0	0	0	0	0	0
100-2	LS operations surcharge (base)	Base Charge		0	0	0	0	0	0	0	0
105	Sewer Charges (usage)	Use Charges	✓	765,710	808,447	879,872	916,561	1,014,022	1,106,313	1,131,970	1,258,117
110	Interest Earnings !	Other Operating Revenue		23,034	12,377	1,956	2,220	17,642	26,580	26,000	0
300	Sundry Revenue	Developer Contributions		11,052	0	0	0	1,040	0	0	0
310	SL Inspection Fee	Developer Contributions		9,787	7,840	7,630	6,930	4,760	4,340	3,920	4,340
400	Sewer Impact Fee	Developer Contributions		184,729	125,433	141,723	115,116	69,504	76,672	61,600	145,000
405	Interest PTIF !	Developer Contributions		4	3	1	1	5	8	0	0
430	Sewer Assessment	Developer Contributions		54,575	37,013	37,092	8,942	0	0	0	38,000
550	Bond Proceeds	Developer Contributions		0	0	0	0	0	0	0	0
750	Devlpmt Cont do not enter	Developer Contributions		0	0	0	0	0	0	0	0
810	TRFR from General FD	Non-Operating Revenue		0	0	0	0	0	1,800,000	0	0
875	TRF from COVID Relief Fund	Developer Contributions		0	0	0	0	0	0	0	0
960	Use of Impact fees	Developer Contributions		0	0	0	0	0	0	0	0
980	Use of Fund Balance	Developer Contributions		0	0	0	0	0	0	63,365	0
981				0	0	0	0	0	0	0	0
X	Totals	Excludes Interest on line Y		1,792,104	1,799,506	1,989,195	1,969,954	2,100,347	4,093,606	2,440,105	2,692,268
Y	Interest Income	Step 1.9 — Cash Flow		0	0	0	71,045	77,825	93,202	103,894	100,056

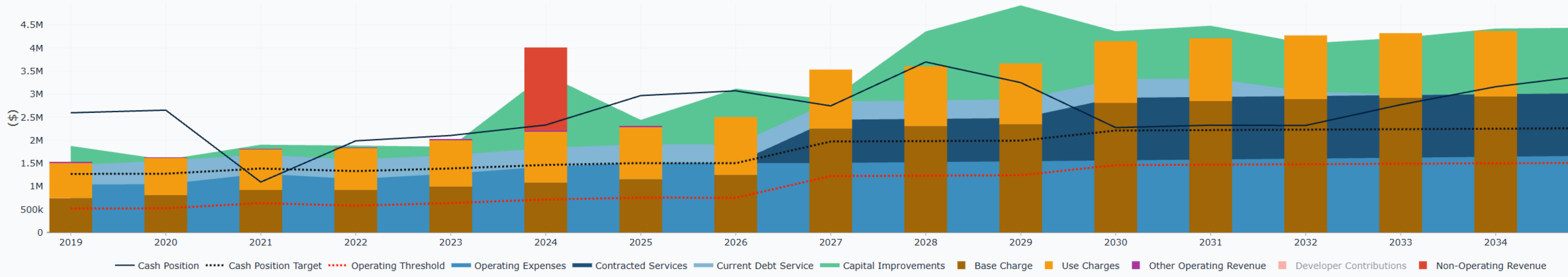
Id	Item Descriptor	2027	2028	2029	2030	2031	2032	2033	2034	2035
100	Sewer Charges (base)	1,297,571	1,350,398	1,391,731	1,434,329	1,474,720	1,516,248	1,543,661	1,571,571	1,599,985
100-1	Orem Pass Through WRF Rehab	937,000	937,000	937,000	1,357,000	1,357,000	1,357,000	1,357,000	1,357,000	1,357,000
100-2	LS operations surcharge (base)	15,000	15,611	16,088	16,581	17,048	17,528	17,845	18,167	18,496
105	Sewer Charges (usage)	1,283,913	1,303,236	1,322,850	1,342,759	1,362,967	1,383,480	1,404,301	1,425,436	1,446,889
110	Interest Earnings !	0	0	0	0	0	0	0	0	0
300	Sundry Revenue	0	0	0	0	0	0	0	0	0
310	SL Inspection Fee	4,340	4,340	4,340	4,340	4,340	4,340	4,340	4,340	4,340
400	Sewer Impact Fee	144,000	144,000	144,000	144,000	144,000	144,000	144,000	144,000	144,000
405	Interest PTIF !	0	0	0	0	0	0	0	0	0
430	Sewer Assessment	39,000	39,000	39,000	39,000	39,000	39,000	39,000	39,000	39,000
550	Bond Proceeds	0	0	0	0	0	0	0	0	0
750	Devlpmt Cont do not enter	0	0	0	0	0	0	0	0	0
810	TRFR from General FD	0	0	0	0	0	0	0	0	0
875	TRF from COVID Relief Fund	0	0	0	0	0	0	0	0	0
960	Use of Impact fees	0	0	0	0	0	0	0	0	0
980	Use of Fund Balance	0	0	0	0	0	0	0	0	0
981		0	0	0	0	0	0	0	0	0
X	Totals	3,720,824	3,793,584	3,855,009	4,338,008	4,399,075	4,461,595	4,510,147	4,559,514	4,609,709
Y	Interest Income	110,819	119,499	95,005	79,124	79,932	87,571	102,017	113,022	122,278

MUNIWORTH FY 26-27 OREM -No Bond
Scenario
Notes
Lindon, UT
Organization
Lindon Wastewater
Wastewater

LFM Sale of Service Forecasting **Rates & Demand Adjust** Description

Back

SoS Chart



Rate Schedule | Details | Excel

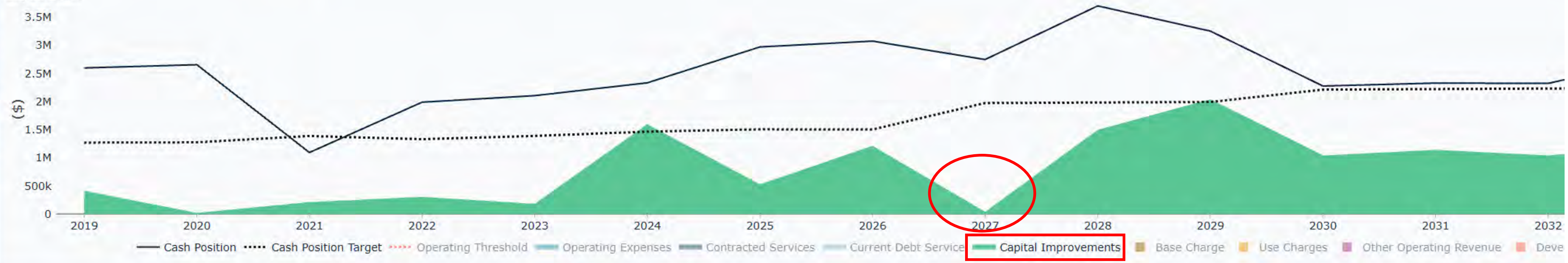
Id	Escalation Rates	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035
	Use Charges																	
S1	Population Growth	0.00%	0.00%	0.00%	0.00%	0.00%	1.04%	1.04%	1.04%	1.04%	0.50%	0.50%	0.50%	0.50%	0.50%	0.50%	0.50%	0.50%
S2	Decline	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
S3	Rate Increase	0.00%	0.00%	0.00%	0.00%	0.00%	7.00%	7.00%	10.00%	1.00%	1.00%	1.00%	1.00%	1.00%	1.00%	1.00%	1.00%	1.00%
	Base Charge																	
S4	Population Growth	0.00%	0.00%	0.00%	0.00%	0.00%	1.04%	1.04%	1.04%	1.04%	1.04%	1.04%	1.04%	0.80%	0.80%	0.80%	0.80%	0.80%
S5	Decline	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
S6	Rate Increase	0.00%	0.00%	0.00%	0.00%	0.00%	7.00%	7.00%	7.00%	3.00%	3.00%	2.00%	2.00%	2.00%	2.00%	1.00%	1.00%	1.00%
	Sale of Sewer Service Total																	
T	Revenue (4 Rows)	1,508,923	1,616,840	1,800,794	1,836,745	2,007,395	2,186,006	2,285,220	2,504,928	3,533,484	3,606,244	3,667,669	4,150,668	4,211,735	4,274,255	4,322,807	4,372,174	4,422,369

MUNIWORTH FY 26-27 OREM -No Bond Scenario Notes

LFM Actuals & Budget **Capital Expenses** Description

1 2 3 4 5 6 7

CapEx Chart



$ % Excel

Id	Item Descriptor	Category	Inflation	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035
		Capital Improvements	0.00%	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
715	Capital Outlay for Covid-19	Capital Improvements	0.00%	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
740	Purchase of Capital Asset	Capital Improvements	0.00%	27,428	0	103,212	6,847	7,940	96,671	50,000	90,000	0	0	0	0	0	0	0	0	0
755	Special Projects	Capital Improvements	0.00%	386,468	19,351	108,661	263,617	117,603	115,830	116,000	40,000	40,000	40,000	40,000	40,000	40,000	40,000	40,000	40,000	40,000
755-24	Orem Water Reclamation Phosphorous Removal	Capital Improvements	0.00%	0	0	0	0	0	1,300,000	0	0	0	0	0	0	0	0	0	0	0
755-26	LS-4	Capital Improvements	0.00%	0	0	0	0	0	0	0	521,685	0	0	0	0	0	0	0	0	0
755-26	LS-5	Capital Improvements	0.00%	0	0	0	0	0	0	0	207,745	0	0	0	0	0	0	0	0	0
755-26	16 MH rehabilitation on Geneva Rd to Orem LS 80/20 split	Capital Improvements	0.00%	0	0	0	0	0	0	0	352,000	0	0	0	0	0	0	0	0	0
755-27	OREM Water Reclamation Phase 1 $11.7M	Capital Improvements	0.00%	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
755-28	MP FM E-1 200 S parallel force main 1100 W to 800 W $1.4M	Capital Improvements	9.00%	0	0	0	0	0	0	0	0	0	1,400,000	0	0	0	0	0	0	0
755-28	900 E - 65 S Sewer Replacement (Road Project)	Capital Improvements	0.00%	0	0	0	0	0	0	0	0	0	55,000	0	0	0	0	0	0	0
755-29	MP E-2 Lakeview pipe upsizing $1.5M	Capital Improvements	3.00%	0	0	0	0	0	0	0	0	0	0	1,500,000	0	0	0	0	0	0
755-29	MP40-6GillmanLn 540wToLakeview10"to12"(roadproject)	Capital Improvements	3.00%	0	0	0	0	0	0	0	0	0	0	500,000	0	0	0	0	0	0
755-30	MP E-1 Center St from Geneva Rd to Western Coil	Capital Improvements	15.00%	0	0	0	0	0	0	0	0	0	0	0	1,000,000	1,100,000	0	0	0	0
755-30	OREM Water Reclamation Phase 2&3 $8.2M	Capital Improvements	0.00%	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
755-32	MP40-1 2600w from 400n to 200n to LS5 - 8" to 10" pipe	Capital Improvements	0.00%	0	0	0	0	0	0	0	0	0	0	0	0	0	1,000,000	500,000	0	0
755-38	MP40-2 1900w from 100n to LS4 - 12" to 15" pipe	Capital Improvements	3.00%	0	0	0	0	0	0	0	0	0	0	0	0	0	0	692,117	1,384,234	1,384,234
755-38	MP40-4 1400w Center to LS7 - 8" to 10" pipe	Capital Improvements	0.00%	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
755-39	MP40-5 Geneva Rd from 600n to 400n - 8" to 10" pipe	Capital Improvements	0.00%	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
755-41	MP40-3 200s from 1550w to LS4 - 10" to 12" pipe	Capital Improvements	0.00%	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
757	Infiltration Elimination Projects	Capital Improvements	0.00%	0	0	0	34,522	54,990	83,270	350,000	0	0	0	0	0	0	0	0	0	0
757	Rehabilitation Projects	Capital Improvements	0.00%	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
770	Property Purchase	Capital Improvements	0.00%	0	0	0	0	0	0	11,250	0	0	0	0	0	0	0	0	0	0
775	Impact Fee Projec	Capital Improvements	0.00%	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

Fee Structure Options

Simple

Equitable

Simple

Equitable

Sewer Utility Fee

(Last updated 6/16/2025 with Ordinance 2025-7-O)

- Base charge - Based on Table 403.1 in 2015 International Plumbing Code as currently adopted or as may be amended.
  - Single Family Residential (R-3, R-4) $28.40
    - 1 base rate fee covers up to 2 units (home + accessory apartment)
  - Multi-family Residential (R-2), per unit $14.20
    - (½ base rate fee for Single Family Residential)
  - Other Residential (R-1, R-2 (dormitories); Institutional), per unit $7.10
    - (¼ base rate fee for Single Family Residential)
  - Non-Residential, per water meter $28.40
- Usage rate per 1000 gallons $3.85
  - For customers with pressurized irrigation, usage is based on water usage
  - For customers without pressurized irrigation, usage is based on average winter water usage from December to March.

Culinary Water

(Last updated 6/15/2026 with Ordinance 2026-11-O)

- Base Rate - Occupancy type based on Table 403.1 in 2015 International Plumbing Code as currently adopted or as may be amended.
  - Single Family Residential (R-3, R-4)
    - 1 base rate fee covers up to 2 units (home + accessory apartment)
    - Base rate is based on meter size and water zone
  - Multi-family Residential (R-2)
    - ½ base rate fee of 1" meter per unit
    - Base rate is based on water zone
  - Other Residential (R-1, R-2 [dormitories]; Institutional)
    - ¼ base rate fee of 1" meter per unit
    - Base rate is based on water zone
  - Non-Residential
    - 1 base rate fee per meter
    - Base rate is based on meter size and water zone

	METER SIZE						
ZONES	1"	1½"	2"	3"	4"	6"	8"
Below North Union Canal	$33.68	$67.36	$107.78	$235.76	$424.37	$875.68	$1,077.76
Above North Union Canal	$39.09	$72.77	$113.19	$241.17	$429.78	$881.09	$1,083.17
Upper Foothills	$56.33	$90.01	$130.43	$258.41	$447.02	$898.33	$1,100.41

- Usage Rate per 1,000 gallons

	BLOCK			
ZONES	1	2	3	4
Below North Union Canal	$1.97	$2.57	$3.46	$4.73
Above North Union Canal	$2.43	$3.16	$4.27	$5.84
Upper Foothills	$2.43	$3.16	$4.27	$5.84

Thousands of Gallons of Water Included in Each Block of Water

Meter Size	Block of Water (thousands of gallons)			
	1	2	3	4
1"	0-6	7-12	13-24	more than 24
1½"	0-12	13-24	25-48	more than 48
2"	0-19	20-38	39-77	more than 77
3"	0-42	43-84	85-168	more than 168
4"	0-76	77-151	152-302	more than 302
6"	0-156	157-312	313-624	more than 624
8"	0-192	193-384	385-768	more than 768

Sewer Treatment Facility Upgrade fee

Current "Base Rate" Methodology

- Same fee per connection (regardless of size or type)
- 3,676 Connections
- **$22.67** per Connection

Recommended Methodology

- Based on CW connection size (cap at 2" Rate)
- 4,172 ERUs (Equivalent Residential Units)
- **$19.98** per ERU

This is a new / additional fee, not a replacement of the base rate

Lindon ERC / ERU Factors

Water Meter Size	Safe Max. Operating Capacity (gpm)*	Meter Factor based on 3/4"***	ERC / ERU Factor
3/4"	30	1.00	1.00
1"	50	1.67	1.00
1-1/2"	100	3.33	3.33
2 "	160	5.33	5.33
3"**	320	10.67	10.67
4"**	500	16.67	16.67
6"**	1,000	33.33	33.33
8"**	1,600	53.33	53.33

*Per AWWA M22 Manual & AWWA C700-702
https://www.scribd.com/document/838927686/AWWA-M22-Sizing-Service-Lines-Water-Meters

**Presumed compound meters for larger sizes (3" and larger), which are standard for commercial/industrial applications where both high and low flows must be measured accurately.

*** Lindon's Water IFFP calculates ERCs using factors based on 3/4" meter equivalency.

Note: In many Utah municipalities, including Lindon’s IFFP logic, all residential connections are treated as 1.0 ERC/ERU regardless of whether the physical meter is 3/4", or 1".

Sewer Treatment Facility Upgrade Fee

Annual Cost for Orem Treatment Plant Upgrades: $ 1,000,000.00

	Option A		Option B	
	One per connection		Meter Size / ERU Factors	
Annual Cost per Connection / ERU:	$ 272.03		$ 239.71	
Monthly Cost per Connection / ERU:	**$ 22.67**		**$ 19.98**	
Annual Revenue (all Connections):	$ 1,000,000.00		$ 1,000,000.00	
Montly Revenue (all Connections):	$ 83,333.33		$ 83,333.33	

Water Meter Size	Safe Max. Operating Capacity (gpm)	Meter Factor based on 3/4"	ERC / ERU Factor*	Connections*	Monthly Cost / Connection	ERU	Monthly Cost / Service Size
3/4"	30	1.00	1.00	35	$ 22.67	35	$ 19.98
1"	50	1.67	1.00	3,510	$ 22.67	3,510	$ 19.98
1-1/2"	100	3.33	3.33	36	$ 22.67	120	$ 66.59
2"	160	5.33	5.33	87	$ 22.67	464	$ 106.54
3"	320	10.67	5.33	5	$ 22.67	27	$ 106.54
4"	500	16.67	5.33	2	$ 22.67	11	$ 106.54
6"	1,000	33.33	5.33	1	$ 22.67	5	$ 106.47
8"	1,600	53.33	5.33			-	
			Sub-Total	**3,676**		**4,172**	
			Dwelling Units	-		-	
			Total	**3,676**		**4,172**	

*Propose capping the ERU factor for connections larger than 2" to help soften the blow on large connection owners

ADDITIONS

UTILITIES

Sewer Utility Fee

- Sewer Treatment Facility Fee - based on culinary water (CW) meter size
  - ≤ 1" CW meter $19.98
  - 1.5” CW meter $66.53
  - ≥ 2” CW meter $106.49

Base Rate Changes

Base Rate Changes

Current "Base Rate" Methodology

- Same fee per connection (regardless of size or type)
- 3,676 Connections
- **$28.40** per Connection

Recommended Methodology

- Based on CW connection size
- 4,249 ERUs (Equivalent Residential Units)
- **$24.57** per ERU (before 3% increase, $25.31 w/ increase)

Lindon Sewer Fee - Base Rate

Proposed Base Rate Increase: 3%

	Existing Base Rate		Proposed Base Rate	
	One per connection		Meter Size / ERU Factors	
Annual Cost per Connection / ERU:	$ 340.80		$ 294.84	
Monthly Cost per Connection / ERU:	**$ 28.40**		**$ 24.57**	
Annual Revenue (all Connections):	$ 1,252,780.80		$ 1,252,780.80	
Montly Revenue (all Connections):	$ 104,398.40		$ 104,398.40	

Water Meter Size	Safe Max. Operating Capacity (gpm)	Meter Factor based on 3/4"	ERC / ERU Factor
3/4"	30	1.00	1.00
1"	50	1.67	1.00
1-1/2"	100	3.33	3.33
2"	160	5.33	5.33
3"	320	10.67	10.67
4"	500	16.67	16.67
6"	1,000	33.33	33.33
8"	1,600	53.33	53.33

	Connections*	Monthly Cost / Connection	ERU	Monthly Cost / Service Size	w/ 3% Increase on Proposed Base rate
	35	$ 28.40	35	$ 24.57	$ 25.31
	3,510	$ 28.40	3,510	$ 24.57	$ 25.31
	36	$ 28.40	120	$ 81.90	$ 84.36
	87	$ 28.40	464	$ 131.04	$ 134.97
	5	$ 28.40	53	$ 262.08	$ 269.94
	2	$ 28.40	33	$ 409.50	$ 421.79
	1	$ 28.40	33	$ 819.00	$ 843.57
			-	$ 1,310.41	$ 1,349.72
Sub-Total	**3,676**		**4,249**		
Dwelling Units	**-**		**-**		
Total	**3,676**		**4,249**		

CHANGES

UTILITIES

Sewer Utility Fee

- Base charge - Based on Table 403.1 in 2015 International Plumbing Code as currently adopted or as may be amended. Rate is based on culinary water (CW) meter size.
  - Single Family Residential (R-3, R-4) ~~$28.40~~
    - 1 base rate fee covers up to 2 units (home + accessory apartment)
  - Multi-family Residential (R-2), per unit ~~$14.20~~
    - (½ base rate fee for 1" meter ~~Single Family Residential~~)
  - Other Residential (R-1, R-2 (dormitories); Institutional), per unit ~~$7.10~~
    - (¼ base rate fee for 1" meter ~~Single Family Residential~~)
  - Non-Residential, 1 base rate per water meter ~~$28.40~~

Meter Size	≤1"	1.5"	2"	3"	4"	6"
Base Rate	~~$28.40~~ $25.31	~~$28.40~~ $84.28	~~$28.40~~ $134.90	~~$28.40~~ $270.06	~~$28.40~~ $421.92	~~$28.40~~ $843.58

- Usage rate per 1000 gallons ~~$3.85~~ $3.89
  - For customers with pressurized irrigation, usage is based on water usage
  - For customers without pressurized irrigation, usage is based on average winter water usage from December to March.

Example Impacts to Utility Bills

ADDITIONS

UTILITIES
Sewer Utility Fee

- Sewer Treatment Facility Fee - based on culinary water (CW) meter size
  - ≤ 1" CW meter — $19.98
  - 1.5" CW meter — $66.53
  - ≥ 2" CW meter — $106.49

CHANGES

UTILITIES
Sewer Utility Fee

- Base charge - Based on Table 403.1 in 2015 International Plumbing Code as currently adopted or as may be amended. Rate is based on culinary water (CW) meter size.
  - Single Family Residential (R-3, R-4) — ~~$28.40~~
    - 1 base rate fee covers up to 2 units (home + accessory apartment)
  - Multi-family Residential (R-2), per unit — ~~$14.20~~
    - (½ base rate fee for 1" meter ~~Single Family Residential~~)
  - Other Residential (R-1, R-2 (dormitories); Institutional), per unit — ~~$7.10~~
    - (¼ base rate fee for 1" meter ~~Single Family Residential~~)
  - Non-Residential, 1 base rate per water meter — ~~$28.40~~

Meter Size	≤1"	1.5"	2"	3"	4"	6"
Base Rate	~~$28.40~~ $25.31	~~$28.40~~ $84.28	~~$28.40~~ $134.90	~~$28.40~~ $270.06	~~$28.40~~ $421.92	~~$28.40~~ $843.58

- Usage rate per 1000 gallons — ~~$3.85~~ $3.89
  - For customers with pressurized irrigation, usage is based on water usage
  - For customers without pressurized irrigation, usage is based on average winter water usage from December to March.

NORTH POINTE SWSSD
Meter Size: 6 inch
Type: Industrial

	Current	Proposed	
Monthly Base:	$ 28.40	$ 843.58	
Monthly STFUF:	$ -	$ 106.49	
TOTAL:	**$ 28.40**	**$ 950.07**	*

ALPINE SCH DIST/OAK CANYON JR
Meter Size: 4 inch
Type: Institutional

	Current	Proposed	
Monthly Base:	$ 28.40	$ 421.92	
Monthly STFUF:	$ -	$ 106.49	
TOTAL:	**$ 28.40**	**$ 528.41**	*

WICP MOUNTAIN TECH 3
Meter Size: 3 inch
Type: Commercial

	Current	Proposed	
Monthly Base:	$ 28.40	$ 270.06	
Monthly STFUF:	$ -	$ 106.49	
TOTAL:	**$ 28.40**	**$ 376.55**	*

TYPICAL RESIDENT
Meter Size: 1 inch
Type: Residential

	Current	Proposed	
Monthly Base:	$ 28.40	$ 25.31	
Monthly STFUF:	$ -	$ 19.98	
TOTAL:	**$ 28.40**	**$ 45.29**	*

*Does not include usage charges

Future Changes to Sewer Rates

Fee Structure Options

Simple

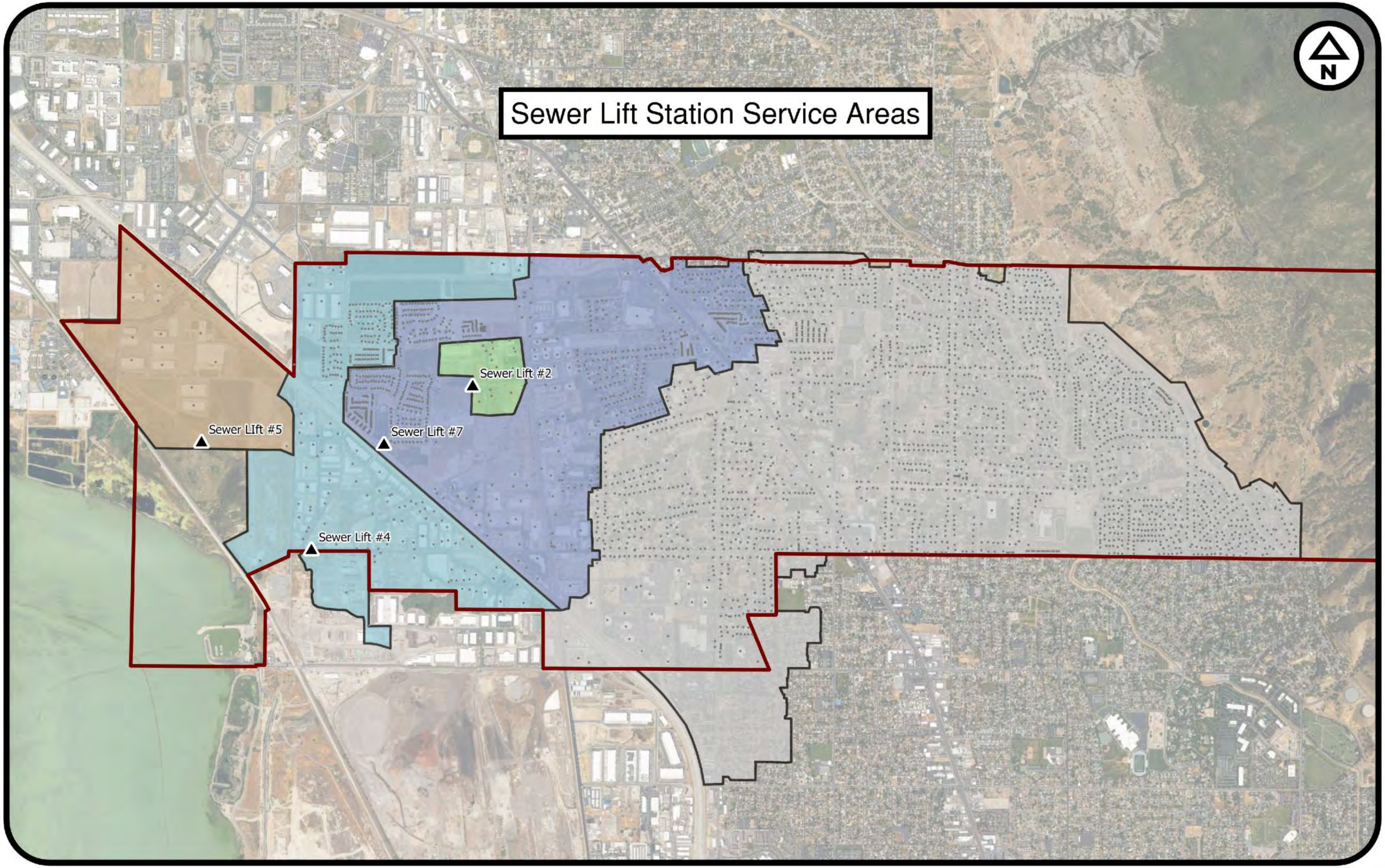
Equitable

Future Changes to Sewer Rates

- **COSA (Cost of Service Analysis) by MuniWorth**

Future Changes to Sewer Rates

- COSA (Cost of Service Analysis) by MuniWorth
- **Lift Station Zones**
  - Currently those in gravity flow areas are subsidizing (electrical and O&M). Equitable?


Sewer Lift Station Service Areas
N
Sewer Lift #2
Sewer LIft #5
Sewer Lift #7
Sewer Lift #4

Future Changes to Sewer Rates

- COSA (Cost of Service Analysis) by MuniWorth
- Lift Station Zones
  - Currently those in gravity flow areas are subsidizing (electrical and O&M). Equitable?
- **Lift Station #5 Maintenance**
  - Charge previous year’s incurred costs (education and enforcement)

Future Changes to Sewer Rates

- COSA (Cost of Service Analysis) by MuniWorth
- Lift Station Zones
  - Currently those in gravity flow areas are subsidizing (electrical and O&M). Equitable?
- Lift Station #5 Maintenance
  - Charge previous year’s incurred costs (education and enforcement)
- **Change Residential Dwelling Unit Rates**
  - ADUs
    - Currently no additional fees for ADUs. Equitable?
  - Multi-family
    - Currently charged 0.5 base rate. Equitable?
  - Institutional (care center)
    - Currently charged 0.25 base rate. Equitable?

12. **Review & Action: Bid Award for Well House construction.** The Council will review and consider awarding the bid for the well house construction for Well #5 (by the cemetery) to Corrio Construction in the amount of $2,147,230. This bid award is contingent upon the City obtaining acceptable financing through a water infrastructure bond.

    Sample Motion: I move to (approve, continue, deny) awarding the bid for well house construction for Well #5 to Corrio Construction (as presented or amended).

    NOTE: Additional project costs of approximately $865,000 for installation of up-sized water main piping on 600 North between Locust Ave and 200 East is necessary to accommodate the higher water flows from the new well and will be presented in a separate future bid award. The total combined amount for the well house and associated water main piping will be combined into a single Water Revenue bond.

HANSEN ALLEN & LUCE INC ENGINEERS

Bid Evaluation and Ranking

Project: Lindon Well House #5
Project #: 340.11.100
Date: 7/30/2026

Low Bid:
$2,147,230

Number	Bidder Name	Bid Total	Evaluation Criteria					Total	Rank
			50 points			30 points	20 points		
			Qualifications	**Experience***	**References**	**Cost**	**Schedule/Availability**		
1	Corrio Construction	$2,147,230	20	15	13	30.0	20	98.0	**1**
2	Wade Payne Construction	$2,162,941	20	10	10	29.8	20	89.8	7
3	Vancon	$2,347,000	20	15	15	27.4	20	97.4	**2**
4	J Lyne Roberts	$2,384,801	20	10	13	27.0	20	90.0	6
5	FX Construction	$2,508,141	20	15	15	25.7	20	95.7	**3**
6	COP Construction	$2,920,791	20	15	15	22.1	20	92.1	4
7	Whitaker Construction	$3,005,131	20	15	15	21.4	20	91.4	5
			20	15	15				

Cost Score = (Lowest Bid ÷ Bidder's Cost) × 30

Subs	
Pump	**Chlorine**
Nickerson	Waterford
Nickerson	Wetco
Nickerson	Wetco
None listed	Wetco
Nickerson	Wetco
Nickerson	Wetco
Nickerson	Wetco

8.04 List a minimum of three (3) similar projects (1,000 gpm minimum capacity well pump house with at least one being 2,000 gpm or larger) completed within the last ten years (at least one within the last 5 years) in Schedule B and provide indicated information to demonstrate the Business's experience with projects similar in type and cost of construction.

*5 points per project listed that meets criteria above.

SECTION 00 51 00
NOTICE OF AWARD

Date of Issuance:			
Owner:	Lindon City	Owner's Project No.:	
Engineer:	Hansen, Allen & Luce, Inc.	Engineer's Project No.:	340.11.100
Project:	Lindon City – Well House #5		
Contract Name:			
Bidder:			
Bidder's Address:			

You are notified that OWNER has accepted your Bid dated ______ for the above Contract, and that you are the Successful Bidder and are awarded a Contract for:

[Describe Work, alternates, or sections of Work awarded]

The Contract Price of the awarded Contract is $ **2,147,230** . Contract Price is subject to adjustment based on the provisions of the Contract, including but not limited to those governing changes, Unit Price Work, and Work performed on a cost-plus-fee basis, as applicable.

3 unexecuted counterparts of the Agreement accompany this Notice of Award, and one copy of the Contract Documents accompanies this Notice of Award, or has been transmitted or made available to Bidder electronically.

☐ Drawings will be delivered separately from the other Contract Documents.

You must comply with the following conditions precedent within 15 days of the date of receipt of this Notice of Award:

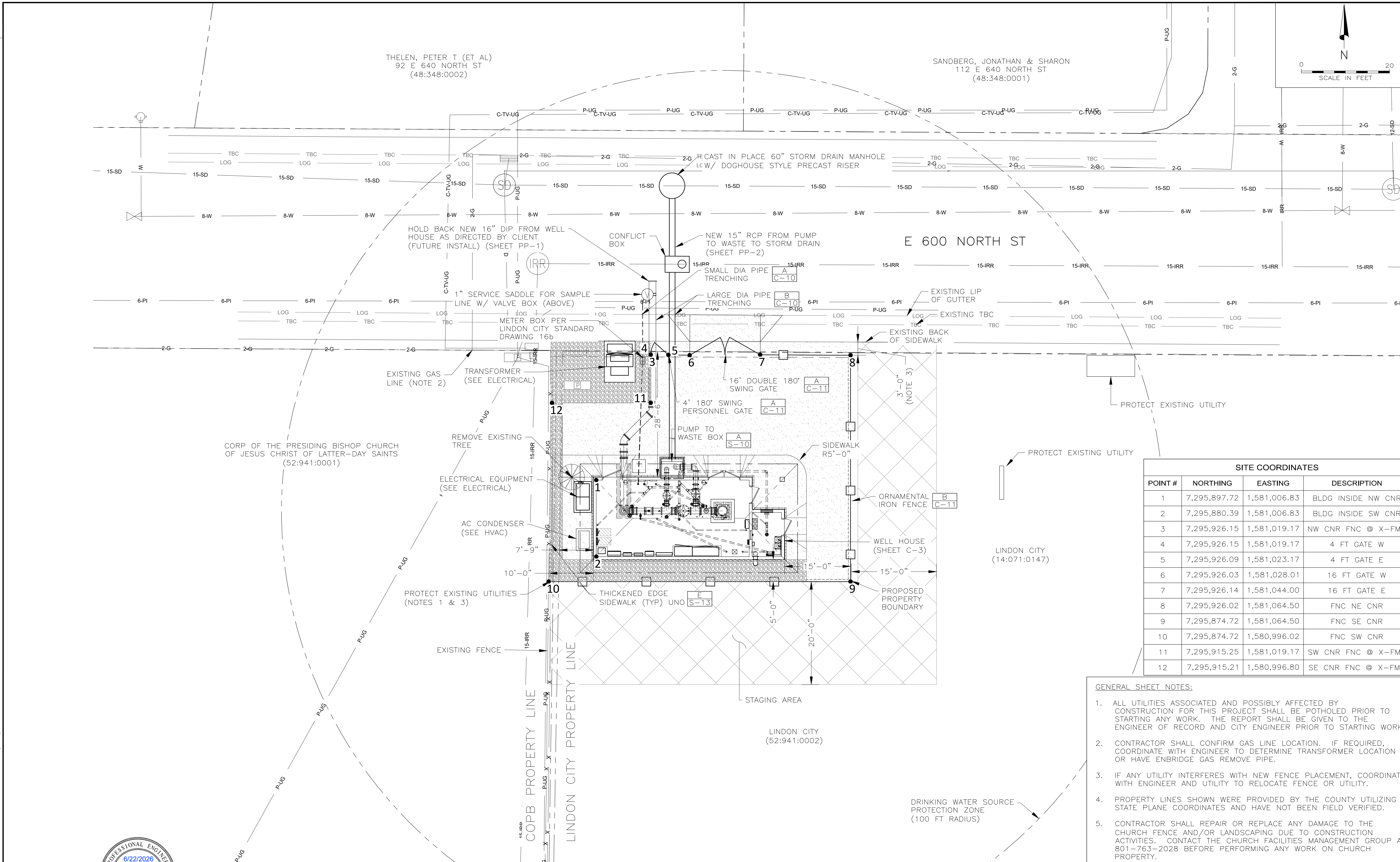
1. Deliver to Owner **3** counterparts of the Agreement, signed by Bidder (as Contractor).
2. Deliver with the signed Agreement(s) the Contract security (such as required performance and payment bonds) and insurance documentation, as specified in the Instructions to Bidders and in the General Conditions, Articles 2 and 6.
3. Other conditions precedent (if any):

Failure to comply with these conditions within the time specified will entitle OWNER to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within 10 days after you comply with the above conditions, OWNER will return to you one fully signed counterpart of the Agreement, together with any additional copies of the Contract Documents as indicated in Paragraph 2.02 of the General Conditions.

Owner:	**Lindon City**
By *(signature)*:	______________________________
Name *(printed)*:	______________________________
Title:	______________________________

Copy: Engineer



SITE COORDINATES			
POINT #	NORTHING	EASTING	DESCRIPTION
1	7,295,897.72	1,581,006.83	BLDG INSIDE NW CNR
2	7,295,880.39	1,581,006.83	BLDG INSIDE SW CNR
3	7,295,926.15	1,581,019.17	NW CNR FNC @ X—FMR
4	7,295,926.15	1,581,019.17	4 FT GATE W
5	7,295,926.09	1,581,023.17	4 FT GATE E
6	7,295,926.03	1,581,028.01	16 FT GATE W
7	7,295,926.14	1,581,044.00	16 FT GATE E
8	7,295,926.02	1,581,064.50	FNC NE CNR
9	7,295,874.72	1,581,064.50	FNC SE CNR
10	7,295,874.72	1,580,996.02	FNC SW CNR
11	7,295,915.25	1,581,019.17	SW CNR FNC @ X—FMR
12	7,295,915.21	1,580,996.80	SE CNR FNC @ X—FMR

GENERAL SHEET NOTES:

1. ALL UTILITIES ASSOCIATED AND POSSIBLY AFFECTED BY CONSTRUCTION FOR THIS PROJECT SHALL BE POTHOLED PRIOR TO STARTING ANY WORK. THE REPORT SHALL BE GIVEN TO THE ENGINEER OF RECORD AND CITY ENGINEER PRIOR TO STARTING WORK.
2. CONTRACTOR SHALL CONFIRM GAS LINE LOCATION. IF REQUIRED, COORDINATE WITH ENGINEER TO DETERMINE TRANSFORMER LOCATION OR HAVE ENBRIDGE GAS REMOVE PIPE.
3. IF ANY UTILITY INTERFERES WITH NEW FENCE PLACEMENT, COORDINATE WITH ENGINEER AND UTILITY TO RELOCATE FENCE OR UTILITY.
4. PROPERTY LINES SHOWN WERE PROVIDED BY THE COUNTY UTILIZING STATE PLANE COORDINATES AND HAVE NOT BEEN FIELD VERIFIED.
5. CONTRACTOR SHALL REPAIR OR REPLACE ANY DAMAGE TO THE CHURCH FENCE AND/OR LANDSCAPING DUE TO CONSTRUCTION ACTIVITIES. CONTACT THE CHURCH FACILITIES MANAGEMENT GROUP AT 801-763-2028 BEFORE PERFORMING ANY WORK ON CHURCH PROPERTY.

FILE NAME: PROJECTS\340 – LINDON\11.100 – WELL #5 DRILLING\CAD\C-1 SITE PLAN.DWG
FILE DATE: 6.22.2026 14:18:03 (BKC)

HANSEN ALLEN & LUCE INC ENGINEERS

PROFESSIONAL ENGINEER 6/22/2026 No. 11762590-2202 JACOB K. NIELSEN STATE OF UTAH

PROJECT ENGINEER

DESIGNED	JKN	2			
DRAFTED	BKC	1			
CHECKED	BDM	0	6/2026	ISSUED FOR BID	
DATE	JUNE 2026	NO.	DATE	REVISIONS	BY / APVD.

SCALE AS SHOWN

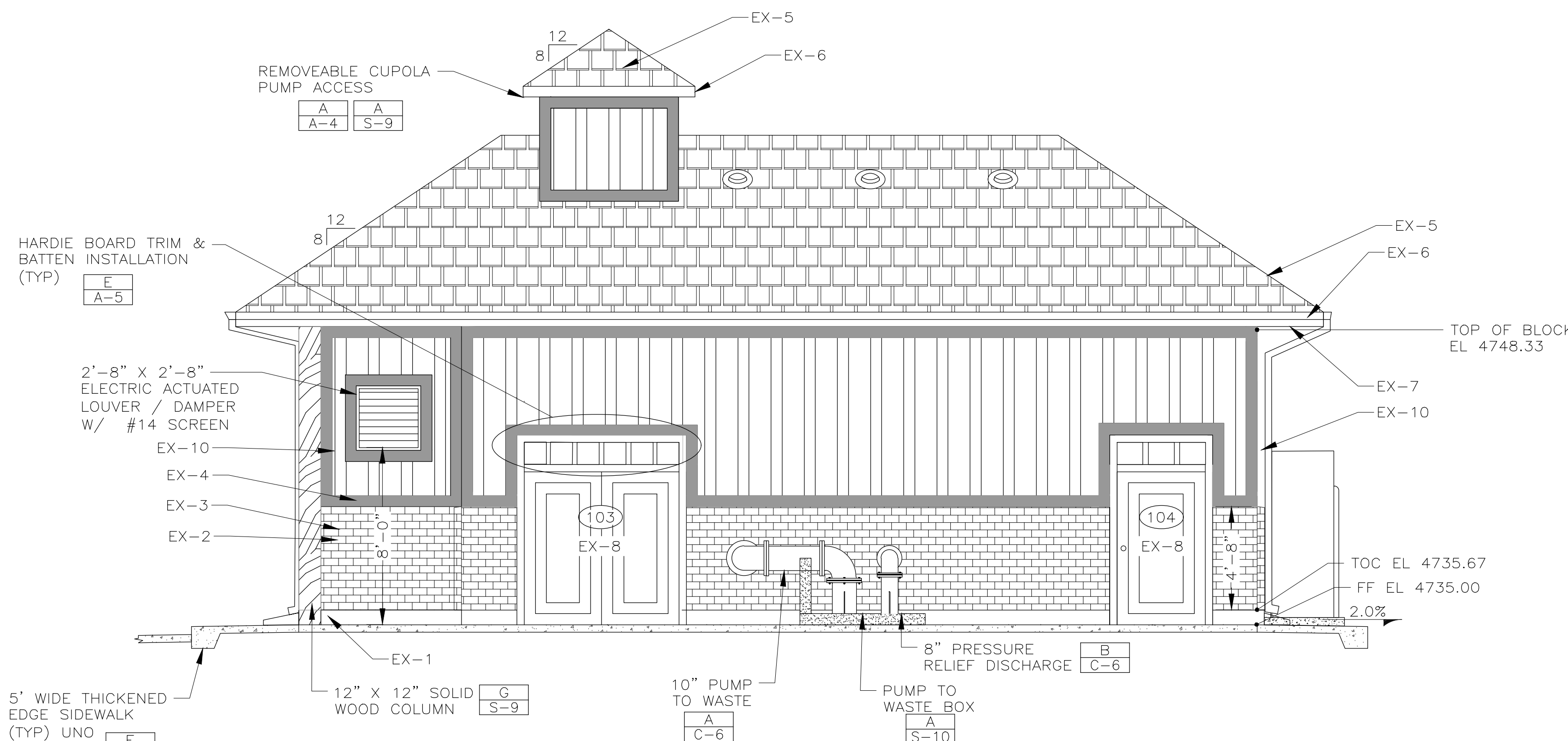
LINDON

WELL HOUSE #5
CIVIL
SITE PLAN

SHEET C-1

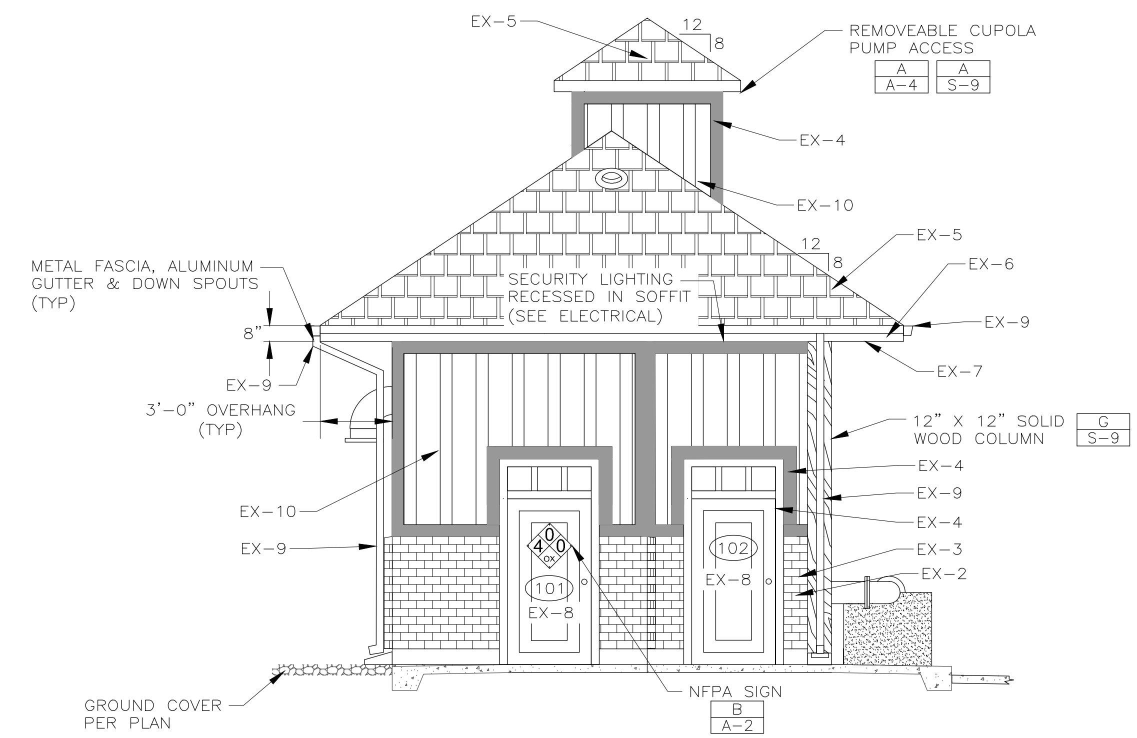
340.11.100

7/04



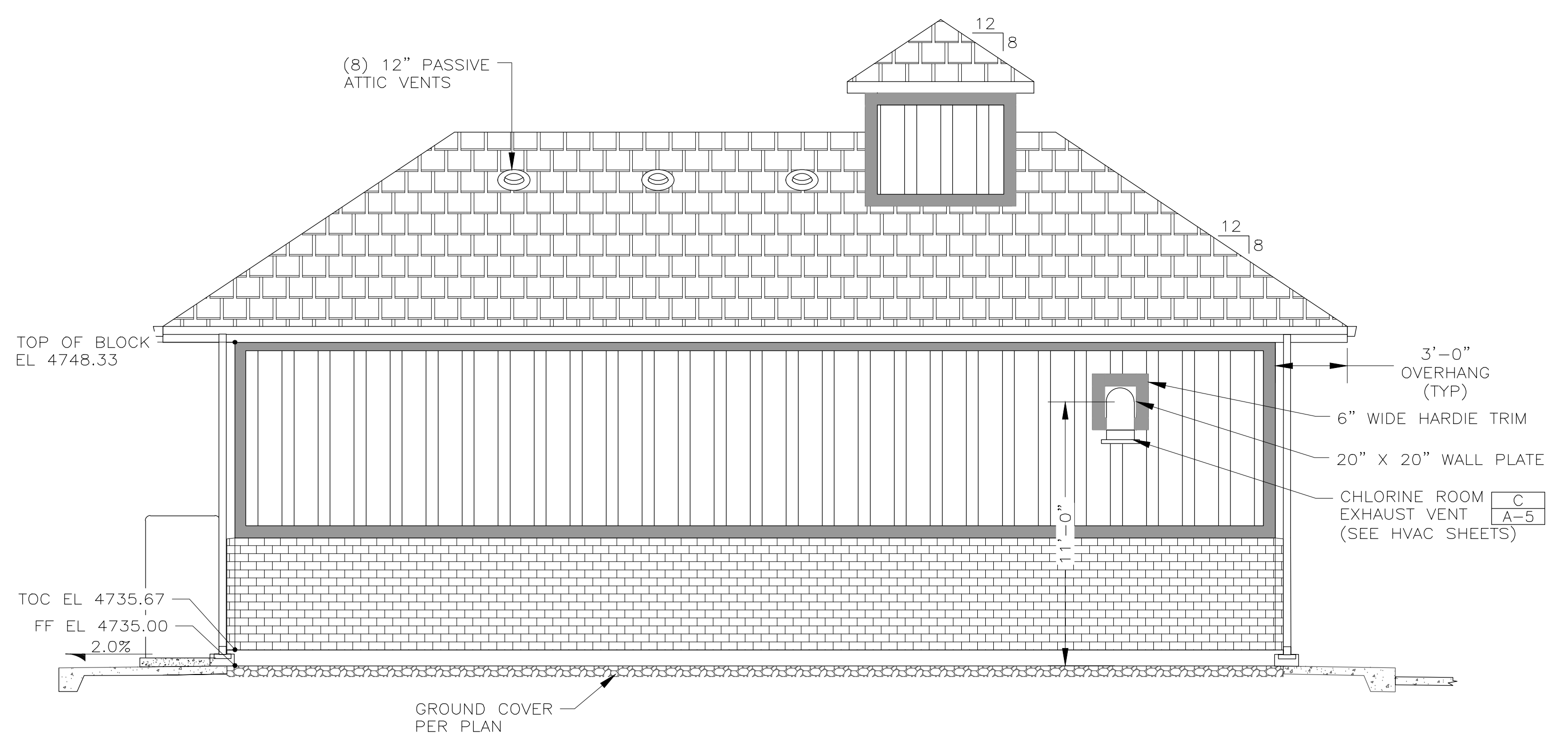
NORTH ELEVATION

1	1	1	1
C-3	S-5	S-6	S-7



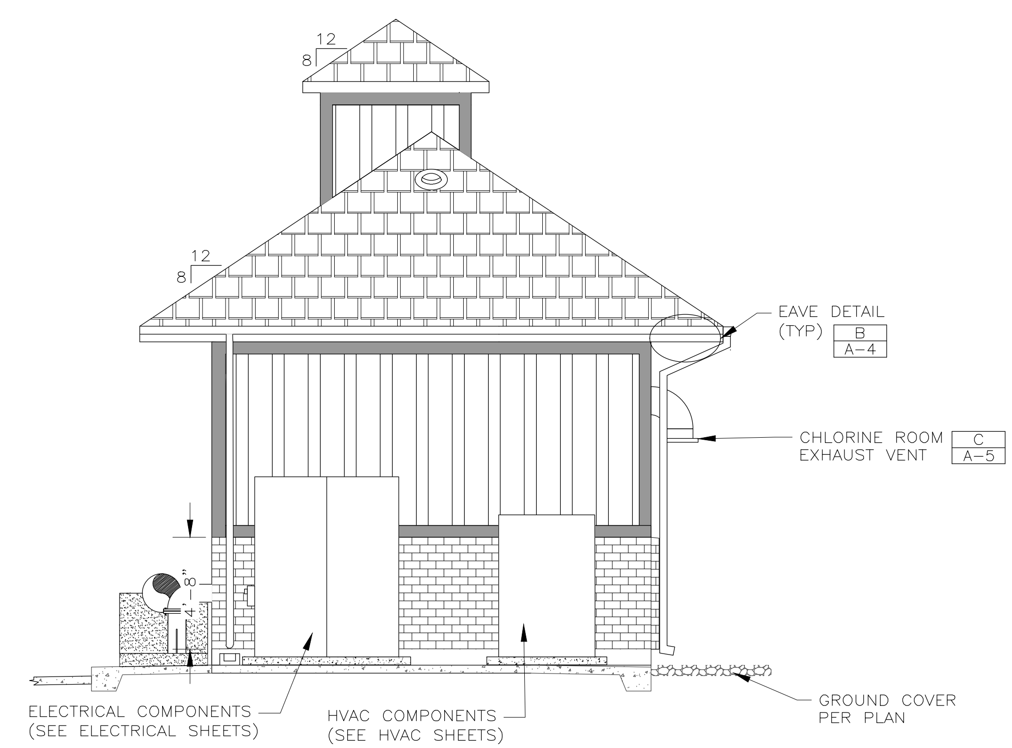
EAST ELEVATION

2	2	2	2
C-3	S-5	S-6	S-7



SOUTH ELEVATION

3	3	3	3
C-3	S-5	S-6	S-7



WEST ELEVATION

4	4	4	4
C-3	S-5	S-6	S-7

0 4 8
SCALE IN FEET

GENERAL SHEET NOTES:

1. SEE SHEET A-2 FOR EXTERIOR FINISH SCHEDULE.
2. ALL LOUVERS & VENTS SHALL HAVE INTERIOR INSECT MESH SCREENS.

FILE NAME: PROJECTS\340 - LINDON\11.100 - WELL #5 DRILLING\CAD\A-1 ELEVATIONS.DWG
FILE DATE: 6.22.2026 13:35:54 (BKC)

HANSEN ALLEN & LUCE inc ENGINEERS

PROFESSIONAL ENGINEER 6/22/2026 No. 11762590-2202 JACOB K. NIELSEN STATE OF UTAH
Jacob K. Nielsen
PROJECT ENGINEER

DESIGNED JKN	2				
DRAFTED BKC	1				
CHECKED BDM	0	6/2026	ISSUED FOR BID		
DATE JUNE 2026	NO.	DATE	REVISIONS	BY	APVD.

SCALE: AS SHOWN

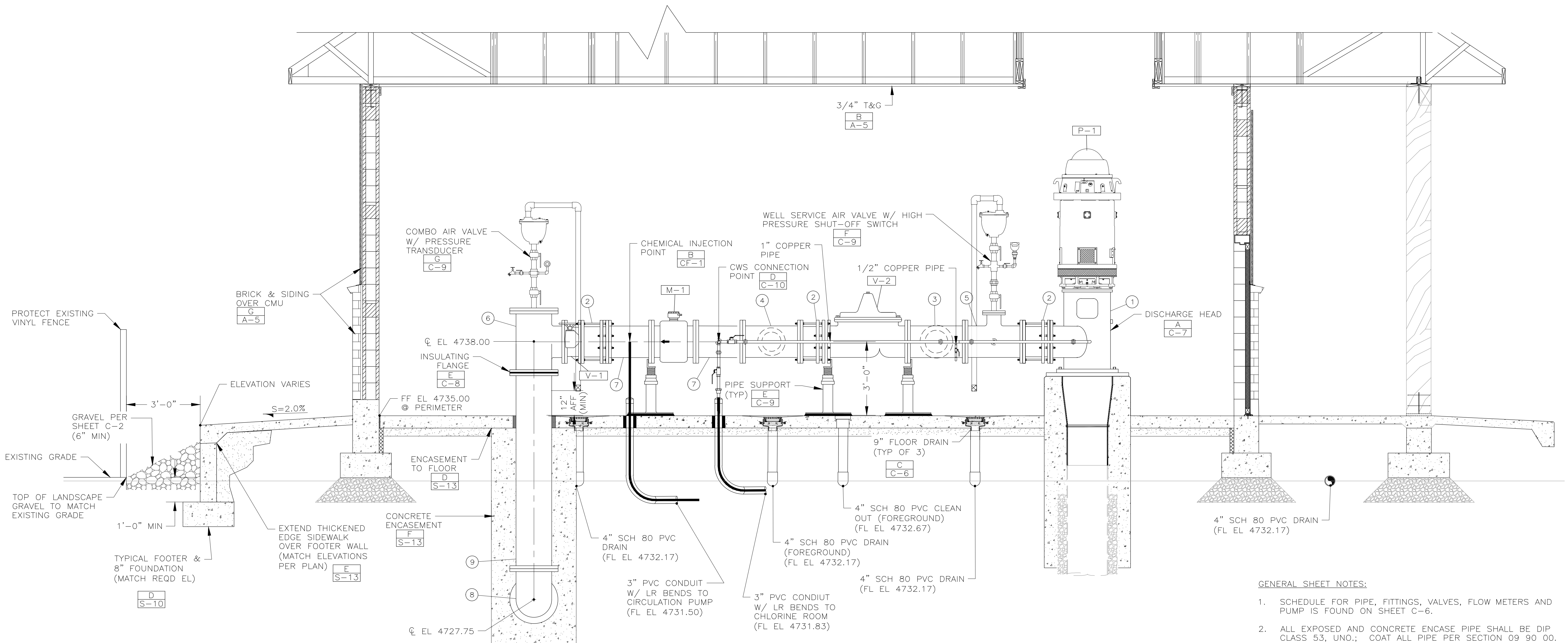
LINDON

WELL HOUSE #5
ARCHITECTURAL ELEVATIONS

SHEET A-1

340.11.100

7/04



SECTION 1 / C-3

0 2 4 SCALE IN FEET

GENERAL SHEET NOTES:

1. SCHEDULE FOR PIPE, FITTINGS, VALVES, FLOW METERS AND PUMP IS FOUND ON SHEET C-6.
2. ALL EXPOSED AND CONCRETE ENCASE PIPE SHALL BE DIP CLASS 53, UNO.; COAT ALL PIPE PER SECTION 09 90 00. EXTERIOR EXPOSED DIP SHALL BE COATED PER SYSTEM #7 AND INTERIOR EXPOSED DIP SHALL BE COATED PER SYSTEM#8.
3 BURIED NUTS AND BOLTS SHALL BE TYPE 304 STAINLESS STEEL. EXPOSED NUTS AND BOLTS SHALL BE ZINC COATED.
4. SEE STRUCTURAL DRAWINGS FOR FILL REQUIREMENTS UNDR FOOTINGS AND SLAB AND FOR REINFORCEMENT REQUIREMENTS.
5. INSTALL COPPER PIPE PER SECTION 33 05 33 – COPPER PIPE. INSTALL PIPE SUPPORTS PER SECTION 05 45 00 – MECHANICAL METAL SUPPORTS.
6. A TORQUE WRENCH SHALL BE USED FOR ALL PIPE CONNECTIONS. TORQUE SPECIFICATIONS SHALL BE VERIFIED BY CONTRACTOR WITH THE FLANGE KIT PROVIDED.
7. CONCRETE ENCASEMENT FOR PIPES SHALL EXTEND HORIZONTALLY BEYOND THE BUILDING FOOTPRINT TO A POINT THAT IS DETERMINED BY A 1:1 SLOPE FROM THE BOTTOM OF THE FOOTING.

FILE NAME: PROJECTS\340 – LINDON\11.100 – WELL #5 DRILLING\CAD\C-4 SECTIONS I.DWG
FILE DATE: 6.22.2026 14:22:00 (BKC)

7/04

HANSEN ALLEN & LUCE INC ENGINEERS

PROFESSIONAL ENGINEER 6/22/2026 No. 11762590-2202 JACOB K. NIELSEN STATE OF UTAH

PROJECT ENGINEER

DESIGNED JKN	2					
DRAFTED BKC	1					
CHECKED BDM	0	6/2026	ISSUED FOR BID			
DATE JUNE 2026	NO.	DATE	REVISIONS	BY	APVD.	

SCALE AS SHOWN

LINDON

WELL HOUSE #5
CIVIL
SECTIONS I

SHEET C-4

340.11.100

13. **Review & Action: Lindon City Employee Policy Manual Updates; Resolution #2026-22-R.** The Council will review and consider recommended changes to the Lindon City Policies & Procedures Manual.

    Sample Motion: I move to (approve, continue, deny) Resolution #2026-22-R (as presented or amended).

RESOLUTION NO. 2026-22-R

A RESOLUTION APPROVING UPDATED POLICIES AND PROCEDURES FOR LINDON CITY EMPLOYEES, TO BE INCLUDED IN THE LINDON CITY POLICIES AND PROCEDURES MANUAL, AND SETTING AN EFFECTIVE DATE.

WHEREAS, the Lindon City Policies and Procedures Manual (Manual) was created by ordinance in Lindon City Code Chapter 1.20, to govern the administrative functions and employee policies of the City that are not otherwise outlined within Lindon City Code and identifies the organizational structure, rules, benefits, responsibilities, and obligations of employment with the City including policies on topics such as risk management, proper use of city property and equipment, purchasing and procurement, personnel policies, employee benefits, performance responsibilities, etc., and

WHEREAS, the Manual as is currently constituted, and as may be amended from time to time, is authorized as an official regulatory document of Lindon City and is supplementary to the ordinances thereof, and minor alterations to the Manual can be authorized by the City Administrator, with periodic ratification by the City Council, but significant policy changes to the Manual shall be subject to approval by the City Council after recommendation by the City Administrator, and

WHEREAS, Lindon City desires to now amend portions of the Manual regulating employee and city functions to conform with current practices and laws of the State of Utah; and

WHEREAS, enactment of new and updated Policies and Procedures will ensure fair and legal practices to govern the employee and city practices and job functions for the City; and

WHEREAS, the creation of the new policies will benefit the City and the public for which it serves.

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

Section 1. The Lindon City Policies and Procedures Manual is hereby amended and approved to include updated Policies and Procedures, with a summary of said changes attached in Exhibit A.

Section 2. This resolution shall take effect immediately upon passage.

Adopted and approved this 17th day of August 2026.

By ______________________________
Carolyn O. Lundberg, Mayor

Attest:

By ______________________________
Britni Laidler, City Recorder

SEAL:

Lindon City Policies and Procedures Manual

Revised & Adopted April 18, 2017 – Resolution #2017-11-R
Updated Feb. 6, 2018 – Resolution #2018-5-R
Updated Nov. 20, 2018 – Resolution #2018-22-R
Updated May 7, 2019 – Resolution #2019-13-R
Updated Jan. 7, 2020 – Resolution #2020-2-R
Updated June 1, 2020 – Resolution #2020-15-R
Updated August 17, 2020 - Ordinance #2020-13-O
Updated October 19, 2020 – Resolution #2020-24-R
Updated April 5, 2021 – Resolution #2021-7-R
Updated February 7, 2022 – Resolution #2022-3-R
Updated Aug. 15, 2022 – Council Action, Agenda Item #13
Updated September 19, 2022 – Resolution #2022-18-R
Misc. Updates June 16, 2023 by City Administration
Updated May 6, 2024 – Resolution #2024-12-R
Updated September 2, 2025 - Resolution #2025-20-R
Misc. Updates Feb 2026 by City Administration
Updated August 17, 2026 – Resolution #2026-22-R

2.9 DEPARTMENT HEAD AND SUPERVISOR RESPONSIBILITY FOR RISK MANAGEMENT

Each Department Head or supervisor is responsible for the fulfillment of department goals and objectives as well as the health, safety and welfare of each employee in the department. Department Heads and supervisors are responsible to thoroughly train subordinate personnel and enforce workplace safety practices. Department Heads and supervisors are expected to be proactive in identifying and eliminating potential safety hazards in their department through the use of safety inspections and proper maintenance of all equipment to minimize safety hazards. Department Heads are expected to set an example in workplace safety practices, and to give full support to City safety programs and practices.

2.10 DRIVERS LICENSE VERIFICATION & DRIVER QUALIFICATION PROGRAM

Authorized ~~D~~drivers will carry a valid driver license that corresponds to the type of vehicle being used when operating any City vehicle. Driving records of prospective employees will be reviewed to identify unsafeor uninsurable drivers. Each employee will be required to ~~provide a copy of their~~authorize the city to review their driving record as a condition of employment. Driving records of all employees who operate vehicles for the City will be reviewed at least annually by the City. Employees with poor driving records will be prohibited from driving City vehicles and may be subject to termination.

As part of the driver qualification process, all drivers or potential drivers' Motor Vehicle Record (MVR) will be screened and monitored on an ongoing basis to ensure the standard is met and maintained. Drivers will be qualified as "Acceptable", "Marginal", or "Unacceptable". Drivers qualified as "Marginal" may be authorized to drive on a probationary basis as determined by the City Risk Manager and/or Department Head. Drivers whose records do not meet the driver qualification standard will not be authorized to operate any vehicle on behalf of Lindon City.

Driver qualifications will be determined using the following criteria. Any number of violations or accidents in excess of the "Marginal" criteria may constitute a failure to meet the driver qualification standard resulting in a revocation of driver authorization. (NOTE: DUI and/or DWI are not evaluated as a standard violation and may immediately disqualify an employee from driving privileges and may lead to disciplinary action).

Acceptable:

- Up to 2 violations recorded on the MVR, or
- Up to 1 at fault work related vehicular accident in the prior three years, or
- A combination of 1 violation on the MVR and 1 at fault work related vehicular accident in the last three years.

Marginal:

- 3 violations recorded on the MVR, or
- 2 at fault work related accidents in the last three years, or
- DUI or DWI within the last 5 years, or
- Any violation for careless, reckless or distracted driving.

Unacceptable:

- No valid driver license
- Recent DUI or DWI conviction (in the previous 24 months)
- 4 or more violations recorded on the MVR

A single major violation recorded on the MVR, or resulting from a work related vehicular incident, may result in revocation of the driver's qualification and driver authorization by Lindon City. Major violations include, but are not limited to:

- DUI or DWI in previous 24 months
- Failure to stop for, or attempting to elude, law enforcement
- Failure to report an accident
- Making false statements or false accident reports
- Other major violations as determined by the Risk Manager.

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Any employee who is required to drive a vehicle in fulfilling their employment responsibilities shall immediately notify their Department Head if their driving privileges become restricted, or are denied, suspended, or revoked for any reason. Notification to the City should also occur if an employee is taking medications that suggest limiting operation of vehicle and machinery or has a medical condition where driving should be restricted. This will allow the City to evaluate the situation and its impact on the employees' ability to perform essential duties.

Employees who operate vehicles requiring a Commercial Driver License (CDL) shall be responsible to obtain, keep active, and renew required CDL as necessary. A CDL is a license which allows its holder to drive a commercial motor vehicle (CMV.) A CMV is a motor vehicle used in commerce to transport passengers or property with a gross vehicle weight rating of 26,001 pounds or more, or a gross combination weight of 26,001 pounds or more, including a towed unit with a gross weight rating of 10,001 pounds or more. No employee shall operate equipment or vehicles requiring a CDL unless the employee has obtained the CDL.

To obtain a CDL a Department of Transportation Medical Certificate (DOT card) is required. However, employees may opt to obtain an approved medical waiver in order to acquire or renew their CDL. If any employee fails to secure a medical waiver or lets their DOT card lapse if they don't have a waiver, or otherwise fails to have an active CDL, the employee shall immediately notify their supervisor and shall immediately be suspended from operating any city equipment that requires a CDL. If the lack of a CDL limits the employee's ability to perform their job the employee may be suspended without pay until the license issue is corrected. Failure to obtain or maintain the CDL may result in disciplinary action up to, and including, termination.
(Updated May 7, 2019 Resolution #2019-13-R)

2.11 VEHICLE SAFETY

2.11.1 Definitions

Light Duty Truck: Any pickup truck, utility truck or one-ton truck.

Heavy Duty Truck: Any dump truck exceeding one ton, flatbed truck, truck mounted equipment, or heavy equipment.

2.11.2 General Vehicle Safety

Each employee must make a concerted effort to use and treat City equipment in a manner which will facilitate the maximum usage possible for all City equipment. Each employee, whether driving a vehicle or traveling as a passenger, is responsible for the safe operation of the vehicle. City employees are required to follow applicable motor vehicle and traffic laws and to act according to the guidelines set forth in this Section.

Authorized drivers and passengers shall wear seat belt restraints while in the vehicle. Children being transported in city vehicles shall be placed in proper safety restraints appropriate for their age an size according to motor vehicle laws.

Any authorized driver of a city vehicle who receives a citation for a violation of motor vehicle laws shall be personally responsible for paying fines associated with citations. Failure to pay fines associated with citations for the violation of motor vehicle laws shall result in the loss of city driving privileges.

2.11.3 Driver Responsibility

Before initial use of any vehicle, the driver will walk around and inspect the vehicle for damage or inoperable equipment which might create an unsafe situation. Any deficiency encountered will be promptly reported to the Department Head or supervisor. Appropriate action will be taken to correct the situation. Employees may not be required to operate an unsafe vehicle. Misuse, carelessness, or purposeful recklessness will be grounds for disciplinary action up to and including termination. Department Heads, or appointed designee, will maintain a complete list of all City-owned vehicles and will schedule routine service and maintenance for each vehicle.

Drivers are responsible for making sure city equipment and vehicles are operated, parked and stored in a safe manner. If the vehicles or equipment need to remain parked in publicly accessible areas (streets, parking lots, parks, accessible storage areas, cemetery, etc), they shall be locked and items in vehicle safety secured.

Drivers should place warning cones in-front or around any portion of a parked vehicle and/or equipment that may pose a hazard to the public walking around it. This applies to objects that protrude or extend further than 18" past the bumpers or sides of the vehicle or equipment (i.e., buckets, forks, plow blades, salters, hitches, etc.). Drivers should put warning cones in each vehicle or tractor/equipment as able so they're available when needed. The placement of cones doesn't need to be done on regular passenger vehicles; just those that may have something extending or protruding away from the primary vehicle or equipment frame (buckets, plows, forks, hitches, sand/salt spreaders, etc). If parked within fenced city properties or inside buildings, warning cones are not required.

Employees that see city vehicles or equipment parked in publicly accessible locations that may appear to be a hazard, or other potential hazards, shall notify the appropriate department as soon as reasonably possible to make them aware of the hazard so they can fix and/or appropriately mark & identify the potential hazard.

2.11.4 Vehicular Accidents

If a City employee driving a City vehicle, or driving a private vehicle on City business, is involved in an accident, the following guidelines shall be followed:

in disciplinary action up to and including termination.

2.11.7 VEHICLE DASH CAMERAS

1. Purpose

Dash cameras record video and audio from the perspective of the driver, with some dash cameras also recording video from the rear of the vehicle and/or recording video of the driver (cab view), or sometimes all three of these views are recorded simultaneously. Use of dash cameras can be highly effective in reducing distracted driving, reducing vehicular accident frequency, and are essential to the accident investigation process. Use of dash cameras installed in Lindon City owned vehicles is intended to:

- Promote safe and responsible operation of City vehicles;
- Document circumstances before, during, and after vehicle accidents or safety incidents;
- Assist in investigation of vehicular accidents including utilizing the data and video to determine causal factors in a crash, as well as how it can be used for post-accident driver counseling and retraining; and
- Protect the City from deceptive liability claims by providing accurate video evidence.

Dash cameras are not intended for routine surveillance of employees but may be monitored from time to time to ensure safe driving practices are being maintained. Lindon City may inspect the dash camera footage at any time and for any reason.

2. General Requirements

The following general requirements shall apply to all dash cameras installed in city vehicles:

- Dash cameras must remain powered on at all times when the vehicle's engine is running.
- Employees shall not change, alter, disable, or relocate dash camera devices or settings unless expressly authorized by the IT Systems Administrator.
- Drivers are to notify their supervisor and IT Systems Administrator if they learn the dash camera system is not working properly.
- Drivers may not disrupt the normal operation of the system without Department Head and/or IT Systems Administrator approval, including:
- Shutting it off or disconnecting the power source (unless safely parked and need exists to re-boot the dash camera)
- Blocking or redirecting the lens(es)
- Removing the storage card
- Impeding the telematic transmission of data

3. Procedures for Dash Camera Use After an Accident or Safety Incident

Drivers of city owned vehicles are responsible for following traffic laws, speed limits, and other safe driving practices to prevent accidents. If a vehicular accident occurs, and if it is safe and feasible to do so, employees shall:

- Leave the vehicle running so that the dash camera continues recording.
- The employee involved in the accident shall immediately notify their supervisor and/or the Department Head.
- The Department Head will coordinate with the IT Systems Administrator or other authorized employee not associated with the incident to retrieve the dash camera SD card and associated video footage.
- Employees who were operating or riding in the vehicle at the time of the incident shall not retrieve, attempt to view, remove, share, or alter any video files or SD cards.

4. Severely Damaged or Towed Vehicles

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- If the vehicle is severely damaged and is being towed from the scene, employees may receive authorization from their Department Head to unplug and detach the entire dash camera unit from the vehicle without accessing, altering, viewing video, or removing the SD card.
- The removed dash camera device shall be turned over promptly to the Department Head and/or IT Systems Administrator for video retrieval.

5. Dash Cam Video and Audio Recordings are Protected Records

All data and video created by the dash camera system remains the sole property of Lindon City. Dash camera data shall be used only for official City purposes including, but not limited to, accident investigation, safe driving review, training, legal or insurance matters, or other authorized uses approved by the Department Head and City Administrator or City Attorney. Without prior authorization, employees are not authorized to view, manipulate, download, share or copy the video and/or audio recordings. Unauthorized viewing, copying, sharing, or distribution of video and/or audio footage is strictly prohibited and may result in disciplinary action up to, and including termination and/or legal action.

As city vehicles are driven, and as City employees interact with the public and with one another, the video and audio recording may capture private and sensitive information which is protected under the Utah Government Records Access and Management Act. As such, these records are deemed Protected Records under said statute and shall not be subject to disclosure without review and redaction of any such protected information.

6. Retention Period

The video and audio Recordings are captured and maintained on a looped system which records over previous records and are not downloaded or maintained on a long-term storage system. The retention period for this type of record is limited to the time it takes for recording to be overwritten. In the event a portion of recording is captured and downloaded to an outside storage device, that captured recording shall be retained for 30 days after the need for capturing the recording has concluded.

7. Compliance

Failure to comply with this policy may result in disciplinary action up to and including termination in accordance with City policies and procedures.

2.12 TRAFFIC CONTROL DEVICES

Lindon City will use the Manual of Uniform Traffic Control Devices (MUTCD) prepared by the Federal Highway Administration for the US Department of Transportation to guide the placement of traffic control devices. The purpose of the MUTCD is to provide uniform standards and design criteria for all traffic control devices including signs, signals, pavement markings and devices placed on, over, or adjacent to a street or highway.

2.12.1 Placement and Maintenance of Traffic Control Devices

The Public Works Department is responsible for the acquisition, placement and maintenance of traffic control devices and pavement markings. The Public Works Director, or appointed designee, shall see that traffic control devices are properly placed.

2.12.2 New Streets and Subdivisions

The Public Works Director, or appointed designee, is responsible to determine the proper traffic control

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Failure to Report an Incident/Accident/Injury: Anyone failing to report to a Supervisor or Department Head any property damage accident or an injury that exceeds minor first aid treatment as soon as possible (during the shift or if on a call-out, at the start of the next scheduled shift) will automatically lose their entire incentive reward for that fiscal year.

Interpretation and application of this policy will be made on a case-by-case basis by the Personnel Director in coordination with the Risk Management Committee as needed.
(Updated June 1, 2020 Resolution #2020-15-R; May 1, 2024 Res. #2024-12-R)

2.15 RETURN TO WORK POLICY (FOR EMPLOYEES INJURED ON THE JOB)

Policy Overview:
Lindon City is committed to supporting employees who have sustained work-related injuries by facilitating their safe and timely return to work. This policy outlines the procedures and options available to help employees reintegrate into the workplace, including light-duty assignments, where possible, to expedite recovery and maintain productivity.

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Scope:
This policy applies to all employees of Lindon City who experience work-related injuries or illnesses that impact their ability to perform their regular job duties.

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Objectives:
- Ensure that employees receive proper care and support during their recovery.
- Facilitate a safe return to work as soon as medically feasible.
- Provide light-duty work options to promote gradual reintegration.
- Maintain communication and coordination between the employee, their healthcare provider (as appropriate), and the City.

Procedure for Return to Work:
1. Reporting and Initial Assessment:
- Reporting of accidents or injuries shall follow the policies and procedures as outlined in the Lindon City Policies and Procedures Manual, Section 2 (Risk Management / Safety Rules & Regulations).
- All work-related injuries must be reported to the employee’s supervisor or the designated HR representative as soon as possible.
- For injuries that involve more than routine first-aid, the employee should seek appropriate medical evaluation and treatment promptly after the injury.
- If needed, the HR department will work with the employee’s healthcare provider to understand the medical limitations and work restrictions, if any.

2. Return to Work Plan Development:
- Upon receiving the medical evaluation by the employee’s care provider, Lindon City will assess the feasibility of a light-duty return to work.
- A personalized return-to-work plan will be developed by the employee’s Supervisor and Department Head, detailing the nature of the duties that the employee can safely perform.
- If applicable, the plan will outline light-duty work options that align with the employee’s medical restrictions.

3. Light-Duty Work Options:

- Light-duty work may include tasks that are less physically demanding, such as administrative work, data entry, inventory checks, and customer service assistance.
- Modifications to workstations or equipment may be made to accommodate the employees' needs.
- The duration of light-duty work assignments will be based on medical guidance and will be reviewed periodically.

4. Timeline for Return:

- Lindon City aims to have the injured employee return to light-duty work within 3 days after the workplace accident, provided that the healthcare provider deems it safe.
- Employees must submit written medical clearance that outlines their ability to return to work and any restrictions that apply.
- The employees' progress will be monitored regularly by their supervisor and HR.
- If needed, modifications to the light-duty assignment will be made based on the employee's recovery status and medical updates.

5. Full-Duty Resumption:

- When the employee is fully recovered and receives medical clearance to resume their original duties without restrictions, Lindon City will coordinate their transition back to full-duty work.
- A final assessment may be conducted by the Supervisor and/or Department Head to ensure that the employee is fit to perform their regular duties safely.

Conclusion:

Lindon City values the health and well-being of its employees and is committed to creating a supportive environment for their recovery. This Return to Work Policy ensures that employees injured on the job can transition back to work safely, preserving productivity while prioritizing their rehabilitation.

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(A 'Return To Work' form that may be used to document the Return To Work plan is included in Appendix A at the end of this manual.)

3.1 PROCEDURES AND RESPONSIBILITIES

The purpose of this section is to establish a policy which will allow City employees to know how to handle requests for use of City-owned equipment by parties outside the normal scope of City services and responsibilities.

3.2 CITY-OWNED PROPERTY RENTAL

The City will reserve a picnic pavilion, Veterans Hall, Aquatics Center, or Community Center facilities for an individual or group upon receipt by Lindon City of a completed reservation application and proper deposit. A reservation can be made by contacting the Lindon Community Center. Rental rates are available in the annual budget.

Every person or group reserving any city park or public building shall respect the property and abide by common rules of courtesy such as:

1. Use the facility only for purposes for which it was designed;
2. Leave the area clean, neat, and orderly upon departure;
3. Respect the right of others, their reservation times, and any of the City's specifically posted rules and regulations at the facility; and
4. Conform to all provisions contained in the City's Ordinances.

Any damage done to a facility or park will be charged to the responsible group and that group shall be held legally liable for compensation of such.

Ceremonial scissors and stanchions used for ribbon cutting ceremonies are also available for rent.

3.3 AUTHORIZED & UNAUTHORIZED USE OF CITY VEHICLES

Authorized persons – defined by individual department heads – are authorized to operate City vehicles. Except in cases of emergency, no one except City employees may operate City vehicles unless authorized by the Department Head.

Authorized drivers shall follow all motor vehicle and traffic laws, and other vehicle safety policies outlined in Section 2.11 of this Policy Manual. Additional policies for use of Police Department vehicles may be found in the Lindon City Police Department Policy Manual.

Drivers are responsible for making sure city equipment and vehicles are operated, parked and stored in a safe manner. If the vehicles or equipment need to remain parked in publicly accessible areas (streets, parking lots, parks, accessible storage areas, cemetery, etc), they shall be locked and items in vehicle safety secured.

All fuel use for city vehicles must be tracked and recorded. Most vehicles are assigned specific fuel cards that correspond to software to assist with the tracking and monitoring of mileage and fuel use for individual vehicles. Employees shall ensure that fuel cards and associated pin or log-in numbers are carefully protected. Other fuel tank dispensers shall have fuel logs to track vehicle & equipment fuel use. Fuel for miscellaneous equipment shall not be dispensed using a city fuel card that is assigned to a specific vehicle or on the same transaction as city vehicle fuel-ups.

Persons who are assigned to be "on-call" for emergency situations may have use of a City take-home vehicle during the specific time they are "on-call" if the employee residence is within 30 minutes standard driving time from their primary work office. Such vehicles may be garaged at the employee's home but shall not be permitted to be driven further than 30 minutes away from Lindon City. (i.e., employee who lives 20 minutes away in Lehi can take an on-call vehicle home but shall not drive the on-call vehicle to Salt Lake City since that is further than 30 minutes from Lindon.)

Except as provided in section 3.3.1, city vehicles are not to be used by employees to ride from the yard, park building, City offices, etc. for lunch purposes. However, if the employee has a specific job assignment and goes directly from that job to lunch and back to the job site, then a City vehicle can be used.

An authorized driver using a city vehicle for approved meetings, trainings, conferences, etc., or to conduct city business, may use a city vehicle in the general vicinity of the destination location, or on the general route getting to and from the destination, for the following types of activities:

a. Travel to and from restaurants and stores for meals, breaks, and personal needs;
b. Travel to and from grooming, medical, fitness, or laundry facilities;
c. Travel to and from recreational activities, such as to parks, theaters, recreation venues, or to attend religious facilities, or visit the home of nearby friends and relatives; and
d. Travel to and from other similar places or activities approved by the Department Head.

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Except as permitted within this Policy Manual, the following types of activities are unauthorized uses of city vehicles, unless approved by the City Administrator:

a. Operating the city vehicle for personal use;
b. Using a city vehicle for personal convenience, such as when a personal vehicle is not operational;
c. Transporting hazardous materials, except as permitted by law and as required as part of city functions or duties;
d. Activities such as hauling personal garbage or yard & garden waste, towing personal trailers or personal recreational equipment like boats & campers, and activities that may decrease the life of the vehicle or cause undue wear and tear (i.e., recreational off-roading, moving personal heavy items, etc);
e. Using city fuel cards or city fuel tank dispensers for personal use.

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(Updated June 1, 2020 Resolution #2020-15-R; Updated May 1, 2024 Res. #2024-12-R; Updated Sept 2, 2025 Res. #2025-20-R)

3.3.1 VEHICLES ASSIGNED TO EMPLOYEES FOR THEIR SPECIFIC USE

It is the policy of the City that the City Administrator, Police Chief, IT Systems Administrator, Police Officers, Public Works Director and Public Works Superintendents may use the City vehicle assigned to him/her within the restrictions outlined below. ~~This policy may be extended to additional employees as deemed appropriate by the City Administrator.~~ It is recognized by the City that these positions are, within reason, always on-call and may be expected to respond 24 hours per day in the event of an emergency. Therefore, it is reasonable and appropriate to allow the commuting use of assigned vehicles for these positions. This policy may be extended to additional employees as deemed appropriate by the City Administrator~~.~~ who may use the following criteria for determining when commuting use of a city vehicle should be extended to a position:

a. 24-hour on-call or emergency. When positions are frequently expected to respond to after-hours emergencies where delay in response could cause harm to persons or damage property, or are in Lead or Supervisory positions over such situations (i.e., police officers, public works superintendents, executive leadership, Lead water operators);
b. Practicality. When a department clearly demonstrates that it is more practical, efficient, or financially beneficial for the employee to go directly to an alternate work site from home, rather than report to a specific office to pick up a city vehicle beforehand;
c. Compensation Value. When a commute vehicle is provided to specific positions that are typically require more specialized experience and training and are more difficult to retain and/or attract employees, and where such commute vehicles are highly valued as a type of "additional compensation" for the position (i.e., city engineers, building inspectors).

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At the discretion of the City Administrator, a vehicle stipend may be negotiated and paid in lieu of the city providing an actual vehicle, or when the position is approved for commuting vehicle use but no vehicle is available for the position.

Use of a city vehicle for these positions, or other positions approved by the City Administrator, includes use for official city business and commuting to and from work duties with reasonable de minimis use during the work period, such as travel to obtain meals during workdays or stopping at store on the way home, minor errands, etc. The City is responsible for all vehicle expenses including, but not limited to, gas, oil, maintenance, repairs, and insurance. The employee is responsible for paying for any personal taxes/taxable benefits associated with this vehicle use policy and IRS requirements. (Some positions, including police officer use of vehicles, are exempt from IRS taxable benefit requirements).

This vehicle use is subject to all sections of this Policy Manual and the following ~~restrictions~~conditions:

~~1. No personal travel is authorized beyond the boundaries of Utah County for anything other than official city business. If out-of-county travel is required for work duties, the vehicle may be used for limited reasonable personal use while out of the area, such as getting meals while at a conference or limited sight-seeing while at a conference, etc..~~

1. The city vehicle shall not be used for personal activities that may cause significant wear or damage to the vehicle such as towing personal trailers or campers or boats, off-road use, hauling of yard materials or personal waste and debris, hunting, fishing, off-roading, etc.
2. Except in the case of emergencies, only a city employee shall operate the vehicle.

~~3. The City's insurance carrier must be notified of this policy to affect appropriate coverage.~~

~~1. At the discretion of the City Administrator, a vehicle stipend may be negotiated in lieu of the city providing an actual vehicle for positions where such stipend is reasonable and provides benefit to the city and employee.~~

3. Positions approved for commuting vehicle use are restricted to a 40-mile one-way limit for commuting purposes. The employee's dwelling location shall not exceed 40 miles from the place of their primary department office. If the distance between the dwelling and city department office exceeds 40 miles, the City Administrator may consider a stipend in lieu of providing a vehicle.
4. Employees shall follow the standard 'backing rule' for parking the vehicle at home or park it in a pull-through location. Vehicles shall be parked in a safe manner and location at the dwelling and shall be locked and secure when not in use.
5. Use of a commuting vehicle is considered a taxable benefit by the IRS. Employees using a commuting vehicle will be required to pay a small amount of tax on the value of the commuting

use (not the value of the vehicle). Each direction of travel (to and from work to the dwelling) is taxed based upon values that the city determines is appropriate and meets federal requirements. Each commuting use shall be reported on timecards or other methods approved by the city so that the use is appropriately taxed.

6. Unless on an after-hours call-out, time spent commuting to and from work is not compensable time even though an employee is operating a city vehicle.
7. Commuting use of a city vehicle is a benefit that is subject to budgetary constraints and may be changed and/or revoked by the city at any time.
8. Improper use of a city vehicle may be grounds for revoking the vehicle use and/or imposing disciplinary action.

(Updated Oct. 19, 2020 Resolution #2020-24-R; Updated April 5, 2021 Resolution #2021-7-R; Updated June 16, 2023 by City Administration; Updated May 6, 2024 Res. #2024-12-R; Updated Sept 2, 2025 Res. #2025-20-R)

3.4 PRIVATE USE OF CITY EQUIPMENT

Except for de minimis use, and as otherwise permitted within this manual, it is the policy of the City that City facilities and equipment are not to be used for activities or projects outside the scope of the City's normal service delivery requirements. Facilities and equipment are not to be used for an employee's or elected official's personal use or benefit unless furthering the purposes of the City and delivery of its services.

Authorization for use by private parties or other public entities may be granted by the City Administrator or Public Works Director for those instances where the general benefit of the citizens of Lindon is apparent or in emergency situations. The City Administrator shall report these conditions to the Mayor and the City Council.
(Updated June 1, 2020 Resolution #2020-15-R)

3.5 SURPLUS PROPERTY DISPOSAL

Property that becomes surplus to the needs of the City (equipment, tools, vehicles, etc. – but not including land or police firearms and weapons) shall be declared surplus by one of the following methods:
1. If the property value is estimated at more than $100 then the item shall be declared surplus by Resolution of the City Council and sold as outlined below; or
2. If the property value is estimated at less than $100 then the item shall be declared surplus by Memo from the Department Head and City Administrator and sold as outline below; or
3. If the property is broken or beyond reasonable repair and/or considered junk, it may be declared surplus by Memo from the Department Head and City Administrator and disposed of at the discretion of the City.

Once property is declared surplus by methods 1 or 2 above, it shall be offered for sale to the public through listings on www.publicsurplus.com, or other similar web site with access available to the general public for bidding or purchase. The property will be offered for minimum bids, where applicable. If the minimum bid is not realized, staff may dispose of the property at their discretion including selling for less than the minimum bid.

Computer equipment such as hard drives, laptops, or tablets shall not be considered "surplus property"

Section 4—Purchasing and Procurement

4.1 POLICIES AND PROCEDURES

The provisions of this Policy govern the purchase of goods and services by the City. Its primary purpose is to ensure best service, materials and construction at the most reasonable cost to the City. In addition, this Policy will assure the community that the procurement process of the City is committed to fair and equal opportunity with integrity and openness.

4.2 DEFINITIONS

Unless the context requires otherwise, the terms used in this Policy shall have the following meanings:

1. **Authorized Purchaser**: A Lindon City employee, elected or appointed official, or volunteer that is authorized to make purchases on behalf of the city by the City Administrator, Department Head, Supervisor or other city official.
~~1.~~2. **Bidding:** Procedure used to solicit quotations on price and delivery from various prospective suppliers of specified supplies, equipment, and contractual services.
~~2.~~3. **Bid process:** The process used by the City to solicit and award bids or contracts. Examples of bid processes used in this Policy include formal competitive bidding (competitive bid), requests for proposals (RFP), and open market procedure (open market).
~~3.~~4. **City Administrator:** The City Administrator of Lindon City, Utah, or his or her designee.
~~4.~~5. **Lowest responsible bidder:** A bidder who:
    a. has submitted a bid in compliance with the invitation to bid and within the requirements of the City's plans and specifications;
    b. is the lowest bidder that satisfies, if applicable, the City's desires or criteria relating to financial strength, past performance, competent experience, integrity, reliability, quality of equipment, delivery times, and other factors that the City ~~uses~~ may use or rely upon to assess the ability of a bidder to fully and in good faith perform the contract requirements or for the good being purchased to be selected;
    c. has furnished, as may be required, a bid bond or equivalent in money as a condition to the award of a contract; and
    d. furnishes a payment and performance bond as required by law.
~~5.~~6. **Public property:** Any item of real or personal property owned by the City.
~~6.~~7. **Supplies, materials, and equipment:** Any tangible object or thing furnished to or used by any City department or by any City employee in the performance of his or her duties. For purposes of brevity, supplies, materials, and equipment shall hereafter be collectively referred to as "supplies".

4.3 ADMINISTRATION

The City Administrator, or designee, shall administer the purchasing procedures outlined in this Policy. The City Administrator, or designee, shall perform the following duties and have the following powers concerning purchasing matters:

1. Administer and maintain the purchasing procedures and other rules and regulations established by this Policy and its authority;
2. Recommend new or revised purchasing rules and regulations as are deemed desirable and in conformance with other statutory requirements, and to interpret the provisions of this Policy and applicable statutes;

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3. Negotiate and execute contracts for the purchase of supplies and the provision of services;
4. To the extent possible, obtain full and open competition on purchases according to this Policy;
5. Keep informed of current developments in the field of purchasing, i.e., prices, market conditions, new products, etc.;
6. Prescribe and maintain such forms as are reasonably necessary to the operation of this Policy and other rules and regulations;
7. Supervise the inspection of all supplies to assure conformance with specifications;
8. Transfer surplus or unused supplies between departments as needed; and
9. Maintain a bidders' list, vendors' catalog file, or other records needed for the efficient operation of the purchasing procedures.

4.4 PERSONAL PURCHASES

Unauthorized personal procurements with city funds or through city accounts or obtained with city government discounted rates shall be considered cause for disciplinary action up to and including termination. City officials and employees shall not use opportunity for discounted or government rates to purchase goods or services for personal use, unless the supplier provides in writing that such goods or services are made available to all municipal officials and employees on the same terms, provided the official or employee pays for such items from his or her own money, and provided that these purchases will not improperly influence the officials, employees or a City department in the discharge of their duties or in making purchases of commodities. Any authorized personal procurements through city accounts shall not be tax exempt.
(Updated Oct. 19, 2020 Resolution #2020-24-R)

4.5 PROHIBITION OF GIFTS OR REMUNERATIONS

Every officer and employee of the City is expressly prohibited from accepting, directly or indirectly, from any person, firm, or corporation to which any purchase order or contract is, or might be awarded, any rebate, gift, money, or other items with a value greater than the limits established in UCA 10-3-13 of the Utah Code, except where given for the use and benefit of the City.

4.6 BID PROCESSES

Except as provided in Section 4.11, bids shall be accepted and awarded by the City Administrator, or designee, pursuant to one of the bid processes outlined in this Section. The City shall substantially comply with the following guidelines for the specific bid process used:

1. **Competitive Sealed Bidding by Invitation (Competitive Bid - I).**
    a. Description. ‘Competitive sealed bidding by invitation’ is a procedure in which vendors or contractors are selectively invited by the City to submit formal bids to provide a designated product or to complete a designated project in accordance with specifications provided by the City.
    b. Appropriateness. Competitive sealed bidding by invitation is generally appropriate for smaller scale or simpler construction or public works projects and for the procurement of smaller or repeating orders of goods and services.
    c. Invitation to bid. The City shall invite no less than three bidders to submit bids. Notice should include a general description of the articles to be purchased or the work to be performed, the location where bid plans and specifications may be secured, and the due

date/time and place for bids to be submitted.

d. Bid procedure.
    i. Sealed bids (or electronically submitted bids) shall be submitted as designated in the invitation ~~with the statement "Bid for (item or project)" on the envelope (or in the heading of the electronic transmission)~~.
    ii. Bids may be opened informally by the City or Engineer, but results of the bids and/or information in the bids shall not be divulged to others responding to the same invitation to bid.
    iii. Bids submitted to the City shall be evaluated on the basis of compliance with specifications and other relevant criteria.

e. Bid Award. (See section 4.11 of this Policy)

2. **Competitive Sealed Bidding by Advertisement (Competitive Bid - A).**
    a. Description. 'Competitive sealed bidding by advertisement' is a procedure in which vendors or contractors submit formal bids based on an advertisement soliciting bids, to provide a designated product or to complete a designated project in accordance with specifications provided by the City.
    b. Appropriateness. Competitive sealed bidding by advertisement is generally appropriate for most large-scale construction or public works projects and for the procurement of large or repeating orders of goods and services. When contractor or product quality is a prime concern in awarding a project bid, the City may pre-qualify bidders according to a policy established by the City Administrator, or designee.
    c. Notice advertising bids. The City shall provide notice of its invitation for bids. Notice should include a general description of the articles to be purchased or the work to be performed, the location where bid plans and specifications may be secured, and the time and place for opening bids. The notice inviting bids shall be provided at least ten (10) days prior to bid opening by one or more of the following methods:
        i. Published in industry media or government websites;
        ii. Delivered to responsible prospective bidders; or
        iii. Posted or advertised in other manners deemed appropriate by the City Administrator, or designee, in order to receive the greatest amount of responsible bidders.
    d. Bid procedure.
        i. Sealed bids (or electronically submitted bids) shall be submitted as designated in the notice with the statement "Bid for (item or project)" on the envelope (or in the heading of the electronic transmission).
        ii. Bids shall be opened (or read, in the case of electronically submitted bids) in public at the time and place stated in the notice.
        iii. Bids submitted to the City shall be evaluated on the basis of compliance with specifications and other relevant criteria.
    e. Bid Award. (See section 4.11 of this Policy)

3. **Requests for Proposals (RFP).**
    a. Description. Requests for proposals (RFPs) are invitations for suppliers or contractors to submit a proposal on a specific product or service. The City awards the contract for the product or service based on criteria set forth in the request for proposals, or as otherwise determined by the City Administrator or designee.
    b. Appropriateness. RFPs may be used when required by law, or when the City Administrator, or designee, determines that the use of formal competitive bidding is either impractical or not advantageous to the City. If the City is requesting a price to

complete an already designed project or to purchase a specific product(s), it will generally be more appropriate to use the competitive sealed bids procedure rather than the request for proposals procedure. Professional services may be procured through the request for proposals procedure.

In making this determination, the City Administrator, or designee, shall consider factors such as:

   i. whether there may be a need for price and service negotiation;
   ii. whether there may be a need for negotiation during performance of the contract;
   iii. whether the relative skills or expertise of the offerors will need to be evaluated;
   iv. whether cost is secondary to the characteristics of the product or service sought, as in a work of art;
   v. whether the conditions of the service, product or delivery are unable to be sufficiently described in the invitation for bids;
   vi. whether the City is requesting the offeror to propose a method or strategy for completing the project; and
   vii. whether there may be a need to negotiate completion times related to the project.

c. Notice.
   i. Proposals shall be solicited through a request for proposals.
   ii. Public notice of the RFP shall be posted on the City web site at least ten (10) days before opening of the bids.

d. Request for proposals. The request for proposals shall state the relative importance of price and other evaluating factors.

e. Opening of proposals. Proposals shall be opened so as to avoid disclosure of contents to competing offerors during the process of negotiation.

f. Revision of proposals.
   i. As provided in the request for proposals, discussions may be conducted with responsible offerors who submit proposals determined to be reasonably susceptible of being selected for award for the purpose of assuring full understanding of, and responsiveness to, solicitation requirements.
   ii. Offerors shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals, and revision may be permitted after submissions and prior to award for the purpose of obtaining best and final offers.
   iii. In conducting discussions, there shall be no disclosure of any information derived from proposals submitted by competing offerors.

g. Award. Award shall be made to the responsible offeror whose proposal is determined to be the most advantageous to the City, taking into consideration price, the evaluation factors set forth in the request for proposals, and other criteria set forth in section 4.2 of this Policy as deemed appropriate by the City Administrator, or designee.

(Updated February 7, 2022 Resolution #2022-3-R)

4. **Open market procedure (Open Market).**

   a. Description: Open Market procedure consists of ~~a Department Head or other~~an employee searching out and soliciting the best available price for goods or services. This may be accomplished through internet searches, phone contacts, written bids, and proposals, etc. This process may include solicitation from a limited selection of providers of the good or service.

b. Price Quotations. ~~Purchases shall, w~~Whenever possible, purchases should be based on at least three (3) bids (price quotations or on-line price comparisons) and ~~shall~~ should typically be awarded to the lowest responsible bidder or vendor.
c. Request for Quotations. Bids (price quotations) ~~shall~~ should be solicited from prospective vendors by written or oral request, or may be obtained through internet, catalog, or other advertisements.
d. Records. The person soliciting the price quotations ~~shall~~ should keep a record of quotations solicited, or on-line price comparisons, including vendor names, date of solicitation and price quoted, and ~~shall~~ should include this information with the purchase order.

4.7 ERRORS AND MISTAKES IN BID PROCESS

The City Administrator, or designee, may waive minor irregularities in bid procedures if he or she determines, in his/her sole discretion, that the minor irregularities do not have a material effect on the outcome of the bid process and that the process remains fundamentally fair to the City and all participants, as allowed by the procurement documents used in specific instances. In cases where the error has a material effect
on the outcome of the bid process, the City Administrator, or designee, may (1) reject all bids, (2) award the bid to the lowest responsible bidder (if the City elects to disqualify bidders who do not strictly comply with the bid specifications), or (3) correct mistakes in accordance with policies adopted by the City Administrator, or designee, or in accordance with procurement rules in the State Administrative Code. Formal protests or appeals shall follow section 4.14 of this Policy.

4.8 PURCHASE ORDERS

1. A purchase order (PO) shall be used whenever goods and services are to be acquired by outright purchase in order to track planned budget expenditures and ensure adequate funds are available. The purchase order shall specify the nature of the goods or services to be acquired, the purchase price or estimate thereof, the vendor name and contact information, the department or division for whom the acquisition is being made, the general ledger number where the funding for the proposed purchase has been appropriated, and other provisions or information as may be appropriate. PO's shall be signed by the appropriate 'Approval Authority' as identified in Table 1 of section 4.9. PO's shall then be submitted to the Finance Department for processing and payment.
2. Purchase orders are not required to be obtained for the following:
   a. Purchase and/or payment of supplies or services valued less than $3,500;
   b. Purchase and/or payment of recurring services with the same or similar vendors (janitorial, IT services, grounds, attorney, engineering, facility maintenance, electrician, etc.);
   c. Purchase and/or payment of supplies or services approved by the City Council through an RFP or Competitive Bid process;
   d. Purchase and/or payment of routine, consistent expenses such as, but not limited to, payroll expenses, utility bills, water share assessments, or similar expenses; and
   e. Other routine purchases and/or payments authorized by the City Administrator or Finance Director as being exempted from having to obtain a PO. The Finance Department shall keep records of any authorized PO exemptions.

4.9 SPENDING APPROVAL LIMITS & CHOICE OF BID PROCESS

1. Except as otherwise provided in this Policy or by provisions of State or Federal law, purchases of supplies or services shall follow one of the bid processes outlined in section 4.6 of this Policy for the appropriate dollar amount thresholds listed in Table 1 of this section. The cost of the supplies or service shall not be divided to avoid bid requirements. Purchases of $3,500 or less are not required to obtain a bid unless deemed appropriate by the Department Head. In cases where more than one alternative bid process is listed in Table 1 as acceptable for a given dollar amount, any of the listed bid process alternatives shall be acceptable, and the City shall not incur any liability for choosing one alternative over another.
2. For Open Market and RFP bid processes, the City ~~shall~~ should ~~strongly~~ consider procuring supplies and services from local providers (within Lindon City), after consideration of cost differences for comparable supplies and services.

Table 1 - Spending Approval Limits & Allowed Bid Processes

Purchase Value or Contract Service Value	Bid Process	Purchase Order	Approval Authority
$3,500 or less	Not required	Not Required	~~Department Head~~Person authorized to make purchase
$3,501 - $10,000	Open Market	Required	Person authorized to make purchase, or Department Head AND~~,~~ Finance Director or City Administrator
	RFP, or Competitive Bid-(I or A)	Not Required	Department Head & Finance Director or City Administrator ~~City Council~~
$10,001 - $50,000	Open Market	Required	Person authorized to make purchase, or Department Head AND Finance Director or City Administrator
	RFP, or Competitive Bid-(I or A)	Not Required	Department Head & City Administrator AND City Council Member or Mayor~~City Council~~
$50,001 - $125,000 or amount established in UCA 11-39-101, whichever is greater	Open Market	Required; needs Mayor or Council member approval	Department Head & City Administrator ~~or~~ AND City Council Member or Mayor
	RFP, or Competitive Bid-(I or A)	Not Required	Department Head & City Administrator AND City Council Member or Mayor~~City Council~~
Greater than $125,000 or amount established in UCA 11-39-101, whichever is greater	Competitive Bid-A	Not Required	Department Head & City Administrator AND City Council ~~City Council~~
State/Federal Contract Prices	Not required	Required if over $3,500	Dependent upon purchase amounts listed above

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(Updated February 7, 2022 Resolution #2022-3-R; Updated May 1, 2024 Res. #2024-12-R)

4.10 EXCEPTIONS TO BIDDING REQUIREMENTS

The bid process requirements set forth in this Policy do not apply in the following situations:

1. **Services.** Contracts for services provided to the City may be awarded at the discretion of the City Administrator, or his/her designee, without using the open market, RFP, or competitive sealed bids process.
   a. Professional Services. Professional services include the following: accounting, auditing,

architecture, banking, insurance, engineering, planning, appraisal, legal, court reporter, medical, education, research, consulting, and other services where the professional qualifications of the contractor are of prime importance. Professional service contracts shall be awarded based on professional qualifications, experience, willingness, and ability to meet the City's specific service requirements, cost of service, and other criteria deemed important by the City Administrator or his/her designee.

   b. Recurring General Services. Recurring general services are typically performed by a service provider that has experienced knowledge of City systems, facilities or procedures or have performed multiple past projects for the City, and whose services are typically recurring in nature. Recurring general Services may include, but are not limited to: IT services, electrical, plumbing & HVAC repair services, janitorial, landscaping maintenance, culinary well contracting, solid waste disposal services, excavation & utility line maintenance services, pump repair services, etc. These services may or may not be regulated by a contract or agreement. Periodic (every few years) Open Market or RFP's for these types of services are encouraged, but not required.

(Updated February 7, 2022 Resolution #2022-3-R)

2. **Sole Source Procurements.** Sole source procurement may be used only if the ~~City Administrator~~ authorized purchaser determines that a service, product, or requirement is reasonably available only from a single supplier or contractor. Examples of circumstances which may necessitate sole source procurement are:
   a. If there is only one vendor or supplier who can provide the needed product or service;
   b. If the compatibility of supplies, accessories, replacement parts, or service is of paramount consideration or will financially benefit the city (i.e., the city already has compatible parts or equipment for a specific brand of product that would otherwise need to be replaced if changing brands);
   c. If a sole supplier's product is needed for trial use or testing;
   d. If the City is procuring utility services;
   e. If the City seeks to add to, repair or maintain supplies owned by the City which may be more efficiently added to, repaired or maintained by a particular person or firm; and
   f. If the City seeks supplies which, by reason of the training of City personnel or the inventory of replacement parts maintained by the City, is more compatible with the existing supplies owned by the City and if the supplies can only be acquired from a sole source. The justification for sole source procurement shall be included in the procurement documentation. The City Administrator may establish policies governing the negotiation of sole source procurements.
3. **Auction, closeout, bankruptcy sales.** If the City Administrator determines that supplies can be purchased at any public auction, closeout sale, bankruptcy sale or other similar sale, and if the City Administrator finds that a purchase at any such auction or sale will be made at a cost below the market cost in the community, a contract or contracts may be let, or the purchase made, without complying with the competitive bidding requirements of this Policy.
4. **Exchanges.** Exchanges of supplies between the City and any other public agency which are not by sale or auction shall be by mutual agreement of the respective public agencies.
5. **Projects performed by City employees.** City employees may be used to complete City projects, provided that the City complies with State statutory requirements governing contracts for municipal public improvements.
6. **State bid list.** The City may purchase supplies from the vendor who has submitted the lowest bid price ("on State contract") for such items ~~to~~ through the State of Utah Purchasing Office (or any agency of the Federal government) at the quoted price, without any solicitation or price

quotation or invitation to bid. For such purposes, the quoted price shall be deemed to be the lowest price available for such items and the City need not follow any other bidding requirements.

7. **Utah Correctional Industries Division.** Goods and services produced by the Utah Correctional Industries Division may be purchased from the Utah Correctional Industries Division without following any of the bidding requirements set forth herein.
8. **Emergency Procurements.** In times of emergency, the City Administrator, or designee, may choose the most practical means available to procure needed goods and services. If the situation allows, the ~~City Administrator~~authorized purchaser shall attempt to achieve as much competition in the emergency procurement process as possible. Emergency procurement shall be limited to the services, supplies, and construction necessary to meet the emergency. For purposes of this paragraph, an emergency is a condition or situation which creates an immediate threat to the public health, safety, or welfare, or which will cause significant financial detriment or loss of ability to provide services if a remedy is not immediately implemented. Examples of conditions or situations which may constitute emergencies include earthquakes, floods, terrorist attacks, wars, epidemics, riots, actual or anticipated road failures, actual or anticipated utility failures, actual or anticipated structure failures, and actual or anticipated equipment failures, etc..
9. **Unsuccessful Competitive Sealed Bidding.** If the bids received in response to a competitive sealed bid process are unreasonable, noncompetitive, or in excess of available funds, and if the City Administrator determines that time or other circumstances will not permit the delay required to re-solicit competitive sealed bids, the City may procure the needed goods or services using the emergency procurement procedure.
10. **Internet Auction Sites.** The City may acquire supplies from internet auction sites without following formal purchasing procedures if the ~~City Administrator~~authorized purchaser determines that there is an established market price for the supplies and that the supplies can be acquired less expensively from an internet auction site.
11. **Used Supplies.** The City may acquire used supplies without following formal purchasing procedures if the ~~City Administrator~~authorized purchaser determines that there is an established market price for the used supplies and that it is beneficial for the City to acquire the used supplies.
12. **Ongoing Construction Work.** If a contractor has been hired to work in a given area by a person or entity other than the City, and if the City has work that needs to be completed in the area, and if the ~~City Administrator~~Public Works Director or City Engineer, or designee, determines that there is an established price for the type of work that the City needs completed and that the City can save on mobilization costs by hiring the contractor that is already in the area, then the City may negotiate with and contract directly with the contractor without following formal purchasing processes.
13. **Purchases by Other Governmental Entities.** If another governmental entity has, after a competitive process, awarded a bid to purchase supplies from a particular vendor within the preceding 180 days, the quoted price may be deemed to be the lowest price available for such items and the City need not follow formal purchasing procedures. Any such purchase must be approved by the City Administrator on a case-by-case basis.
14. **Federal or State Money.** In cases where federal or state money is being used, or in cases where federal or state procurement laws or procedures govern the types of goods or services being procured, the City shall follow the applicable federal or state procurement laws or procedures in lieu of the procedures set forth in this Policy.
15. **Donated Funds.** In cases where a donor or grantor has contributed funds to the City, the City

may expend the funds in the manner designated by the donor or grantor in lieu of the procedures set forth in this Policy.

16. **Construction Manager/General Contractor Contracts (CMGC).**
    a. The City Administrator shall be granted the discretion, when in the best interest of the City, to select a Construction Manager/ General Contractor or CMGC method of construction contracting for a particular project.
    b. A "CMGC" or "Construction Manager/General Contractor" method means a modified Design Build process in which the City enters into a contract for both the design consultant and the contractor with the right to negotiate the price of construction during the design phase. The contract shall contain an option to go to a competitive bid process at the end of design if the negotiated price is not acceptable to the City.
    c. When selecting the CMGC method, the City Administrator shall include in the contract file a written statement describing the facts that led to the selection of this particular method of construction contracting management for that project.
    d. Before choosing a CMGC contract method, the City Administrator shall consider the following factors:
        i. When the project must be ready to be occupied;
        ii. The type of project;
        iii. The extent to which the requirements of the procurement unit, and the way they are to be met are known;
        iv. The location of the project;
        v. The size, scope, complexity, and economics of the project;
        vi. The source of funding and any resulting constraints necessitated by the funding source;
        vii. The availability, qualification, and experience of public personnel to be assigned to the project and the amount of time that the public personnel can devote to the project; and
        viii. The availability, qualifications, and experience of outside consultants and contractors to complete the project under the various methods being considered.
    e. The CMGC shall be selected following a standard bidding process, unless an exception to the requirement to use a standard procurement process as defined in this Subsection exists and is noted in the construction file.
    f. When entering into a subcontract that was not specifically included in the CMGC cost proposal, the construction manager/general contractor shall procure the subcontractor by using a standard procurement process, unless an exception to the requirement to use a standard procurement process as defined in this subsection exists and is noted in the construction file.

4.11 BID AWARDS

1. **Rejection of Bids.** The City Administrator may, at his or her own discretion, reject and deny any and all bids presented, with or without cause, and may require the City to re- solicit for bids as set forth in this Policy.
2. **Lowest Responsible Bidder.** Except as otherwise allowed or required, and after consideration of past quality and performance of the service or good being purchased, and other factors such as experience, warranties, etc., the ~~City Administrator~~city ~~shall~~ should typically award the contract or bid to the lowest responsible bidder as defined in section 4.2(4) of this Policy.

3. **Tie Bids.** If two (2) or more of the bids received are for the same total amount (quality and service being equal), the ~~City Administrator~~city may negotiate with the bidders and obtain the best bid possible and/or give preference to a bidder based within Lindon City.
4. **Single Bids.** The ~~City Administrator~~city may require a price or cost analysis if only one bid is received. The bidder may be required to furnish a detailed cost proposal, and the bid award shall be subject to subsequent negotiation.
5. **Bonds.** Before entering a contract, the ~~City Administrator~~city shall have authority to require performance, payment and other bonds deemed necessary in such amounts as deemed necessary to protect the interests of the City. The types and amounts of the bonds to be required shall be described in the notice inviting bids.
6. **Contracts.** Contracts for services or supplies may be signed by the Mayor ~~or~~, City Administrator, or Department Head.
7. **Change Orders.** Change orders of up to 20% over the original project cost estimate, and within the scope of funds budgeted by the City Council, may be approved by the City Administrator as deemed appropriate. Change orders exceeding 20% of the original project cost estimate shall be approved by the City Council.

4.12 AGREEMENTS WITH OTHER AGENCIES

The City shall have the power to enter into joint purchase agreements with any or all other public agencies within the State for the purchase of any commodity, if the ~~City Administrator~~city finds the joint purchase agreement to be in the best interests of the City.

4.13 SPECIAL RULES AND PROCEDURES REQUIRED BY STATE LAW

State law requires the City to follow specific bid procedures for specified types of supplies and services. This Section sets forth the requirements and cites the applicable State law. The City shall comply with the applicable State law, as amended, regardless of whether this Policy reflects the most recent version of State law.

1. **Procurement for Building Improvements or Public Works Projects.** The City shall follow the requirements of Utah Code 11-39-101 et seq. for projects associated with Building Improvements or Public Works Projects. Utah Code shall govern in all cases of conflict with City policy below.
    a. When the City embarks on Procurement for Building Improvement or Public Works Projects the City shall, in accordance with UCA 11-39-102 as amended, cause:
        i. Plans and specifications to be made for the Building Improvement or Public Works Project; and
        ii. An estimate of the cost of the Building Improvement or Public Works Project to be made.
    b. When the City's prepared estimate for Building Improvement or Public Works Projects exceeds the Bid Limit as defined in UCA 11-39-101 the City shall follow the process and requirements prescribed in UCA 11-39-101 et seq. for Procurement for Building Improvements and Public Works Projects.
    c. When the City's prepared estimate for Building Improvement or Public Works Projects does *not* exceed the Bid Limit as defined in UCA 11-39-101, the City shall follow the processes contained in this Policy as appropriate.
2. **Procurement for Class C Roads Improvement Projects.** The City shall follow the requirements of

Utah Code 72-6-108 through 110 for projects associated with Class C Roads. Definitions associated with Class C Road Improvements are contained in Utah Code 72-6-109. Utah Code shall govern in all cases of conflict with City policy below.

a. When the City embarks on Procurement for Class C Road Improvement Project the City shall, in accordance with UCA 72-6-108 as amended, cause:
    i. Plans and specifications to be made for the Class C Road Improvement Project; and
    ii. An estimate of the cost of Class C Road Improvement Project to be made.
b. When the City's prepared estimate for Class C Road Improvement Project exceeds the Bid Limit as defined in UCA 72-6-109, the City shall follow the process and requirements prescribed in UCA 72-6-108 for Procurement for Class C Road Improvement Project.
c. When the City's prepared estimate for Class C Road Improvement Project Projects does *not* exceed the Bid Limit as defined in UCA 11-39-101, the City shall follow the process contained in this Policy as appropriate.

4.14 APPEALS / PROTESTS

Any actual or potential provider who is aggrieved in connection with the solicitation or award of a contract of procurement may protest the procurement by filing a written statement with the City Recorder within three (3) business days of the closing of the bid, or award of the bid, whichever is applicable. Following such notification, the notice will be forwarded to the City Administrator or designee within fifteen (15) days of the procurement decision under protest. The notice shall contain the following information:

1. The protesting party's name, address, and daytime telephone number, the signature of the protesting party or the attorney for the protesting party, and the date the protest statement was signed; and
2. The relief sought, supported by a statement of fact and the recitation of the reasons and the legal authority in support of the protest sufficient to permit review.

The City may proceed with the protested procurement except that the City Administrator may suspend the procurement process for so long as he or she determines is appropriate. The City Administrator may designate another individual to assist in reviewing the matter, which assistance may include finding facts, analyzing the protest, and making recommendations.

The City Administrator or designee may request additional information from the protesting party or from other persons to make a determination. The protesting party shall provide all information reasonably needed to decide the protest except information which is protected from disclosure by law, or which could reasonably be expected to result in unfair, competitive injury to the protestor in spite of the protections for the protest or provided by law, including the Utah Government Records Access Management Act, Chapter 63 G-2, Utah Code Annotated as amended.

The City Administrator or designee shall review and decide protests and shall issue a written determination to the protesting party within fifteen (15) days of receipt of the protest. If the City Administrator fails to issue a decision within fifteen (15) days after the receipt of the protest, said failure shall be considered in the equivalent of an order denying the appeal or protest.

4.15 CITY CREDIT CARDS/PURCHASING CARDS

1. General Guidelines.
    a. Authorized employees may be issued a purchasing card, subject to the following:
        i. Cardholders protect the card from misuse because they are valuable property.
        ii. Cardholders immediately notify the Finance Department if cards are lost or stolen. The Finance Department will contact the appropriate parties to cancel the card.
    b. Cardholders are responsible for coding each transaction to proper GL accounts upon receipt of the monthly credit or purchase card statement. Coded receipts and approved statements shall then be submitted to the Accounts Payable Clerk in a timely manner.
    c. All finance charges and late fees will be charged to departments incurring those charges.
    d. Employees shall be held to spending limits approved by the Department Head even though the card limits may exceed authorized spending authority.
2. Approved Uses. The City's credit cards are intended for the following types of usage:
    a. Unforeseen circumstances where obtaining a check is impractical;
    b. On-line purchases of supplies, equipment, or materials not available through established purchase accounts;
    c. Authorized travel and training fees or registration (courses, seminars, conferences, etc.);
        i. Meals while traveling;
        ii. Lodging, rental car for out of state travel, etc.; or
    d. Other purchases as approved by the Department Head.
3. Credit Card Violations. Violations of credit card use will lead to cancellation of card privileges and may be cause for disciplinary action. Card violations include but are not limited to:
    a. Purchase of items for personal use;
    b. Use of the credit card for cash advances;
    c. Use of the credit card for purchase of more than the users authorized spending limit, or by splitting purchases into more than one transaction in order to exceed the authorized limit; or
    d. Failure to notify the city of lost or stolen cards, or repetitive losses of cards; or
    e. Repeatedly failing to submit copies of receipts for purchases made with the card.

(Updated Sept 2, 2025 Res. #2025-20-R)

4.16 MEAL AND REFRESHMENT PURCHASING

1. General Guidelines:
    a. Purchasing of occasional meals and/or refreshments with city funds is permissible for ~~certain~~ activities, meetings, and events. Department Heads, or designee, shall use their discretion in determining when to purchase occasional meals or refreshments. Frequent or routine purchasing of meals is not permitted. Purchase of meals or refreshments should be kept to a reasonable financial level within budgeted funds of each department and, while there may be occasional exceptions, are suggested to generally stay within official per diem limits per person, excluding taxes and tips.
    b. Receipts shall be turned in for all meal and refreshment expenditures.
    ~~c. Effort should be made to negotiate reasonable meal costs and limit the number of people who may need to attend a meeting or event where meals are anticipated. Purchase of extravagant meals and/or refreshments is prohibited (i.e., ordering Steak & Lobster for a working lunch meeting is not appropriate; ordering a sandwich and chips,~~

~~or pizza would be a more appropriate meal).~~

~~d.~~c. Purchase of alcohol is prohibited.

2. Approved Uses and Circumstances:
    a. Circumstances that may warrant purchasing of meals or refreshments include but are not limited to: meetings that conflict with or continue through reasonable meal times; refreshments at a public open house or city event; occasional working breakfast, lunch or dinner meetings that improve efficiency by combining work/meal times; occasional department training meetings; occasional employee recognition opportunities (birthdays, special achievements, retirement, summer/winter ~~department~~ employee social gatherings, occasional department social gatherings, etc.); meals provided to enable employee work to continue during an emergency, utility outage~~,~~ repair or disaster, city event, etc.; meals purchased while traveling for conferences or meetings that are further than 50 miles from the City.
    b. Supplies of coffee, water, soda, candies, and similar items may be purchased for hospitality to guests, with department head approval.
3. Meal Allowance / Per Diem rates:
    a. Meal expenses and refreshments necessary during travel for conferences or meetings that are further than 50 miles from the City will be paid or reimbursed by the City. These rates are based on the U.S. General Services Administration meal per diem rates for the dollar amounts per meal, and may be adjusted annually, generally in January.
        i. Meal allowances for out-of-state travel will be the average (by meal) of the rates for the continental U.S, rounded to the nearest dollar.
        ii. Meal allowances for in-state travel will be the Standard Rate for Utah.
    b. Current meal allowance rates are found within the annually adopted Compensation section of the Lindon City Budget.
    c. Tax implications may apply to meal per diem payments made to employees.

(Updated June 1, 2020 Resolution #2020-15-R)

"Reasonable" is defined as attaining the minimum qualifications for promotion or transfer with no more than two years of additional education or training. These benefits will be available to all employees on a first-come first-serve basis, subject to the availability of budgeted funds.

Requests for education and training may be initiated by either the employee or the Department Head by completing and submitting an Employee Travel Request & Expense Disbursement Form (See Appendix A). Reference to training received should be made on the Performance Evaluation forms. Final decisions on requests for education and training will be made by the Personnel Director.

5.16.5 TRAINING & TESTING PAYMENT AND/OR REIMBURSEMENT

Some positions within the City may require certifications and/or licenses that require specific training and testing in order to obtain the certification or license. The following applies to these types of situations:

1. The City will cover the costs of testing and/or exam fees for required certifications and licenses, as approved by Department Head.
   a. The City will cover up to five (5) test or exam fees per each required certification or license. If the employee fails to pass a test after five times, the employee will be responsible for the testing or exam fees thereafter. Once the employee passes the test or exam, the City will reimburse them for the final test or exam fee that they paid (the one they passed).
      i. Example: an employee fails the test six times but passes on the seventh attempt. The City will pay for the first five test fees, but the sixth & seventh testing fees will be paid by the employee. After passing, the final testing fee in which the employee passed will be reimbursed to the employee.
2. The City will, within approved budgetary constraints, cover the cost of any training or educational courses necessary to assist the employee in obtaining certifications and licenses approved by the Department Head.
3. The City will, within approved budgetary constraints, cover the cost of reasonably necessary Continuing Education Unit (CEU) or other similar training necessary to maintain the required certifications and/or licenses.
4. If an employee leaves employment with the City within 12-months of obtaining required or approved certifications and/or licenses, they may be required to repay the city for testing and CEU costs. Such repayment obligations should be made known to the employee in writing prior to their resignation.
5. This policy excludes the City from paying for exams or testing that are required as part of a college degree or trade school type program. Employees may apply for tuition reimbursement for these types of programs as described in Section 6.16 of this manual.

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5.17 PAYMENT OR REIMBURSEMENT FOR TRAVEL

~~In state~~In-state travel for training opportunities is preferred and must be approved by the Department Head. If specific training or national conference (or similar national event) is available only out of state, travel and associated expenses must be approved by the Department Head and the Personnel Director.

Reasonable travel expenses on duly authorized trips on City business to attend conventions, conferences, and meetings will be paid for or reimbursed by the City. Travel expenses must be included in an annual budget for each department anticipating travel as part of the budget process. All travel and training must be approved by the Department Head.

The following expenses will be considered for payment or reimbursement:

5.17.1 Transportation Costs

1. If a commercial airline is used, tourist or economy fare must be requested and used if available. First class will be allowed only if tourist or economy fares are not available.
2. For transportation needs, employees may use available city-owned vehicles and credit accounts when possible. Personal vehicles may be used if city vehicles are not available, or if the employee has a need for non-work-related transportation during the travel period (sightseeing, etc.), or if judged economical or advantageous to the City by the Personnel Director or Department Head. Reimbursement for personal car use shall be at the rate per mile allowed by current federal reimbursement guidelines.
   a. For employees that receive a stipend in lieu of an assigned city vehicle but use their personal vehicle for any required travel greater than 50 miles from the Lindon City Center, the personal vehicle use is still reimbursable at the rate per mile allowed by current federal reimbursement guidelines.
3. Other transportation costs, such as parking fees, toll road charges and emergency repairs for City vehicles will be paid or reimbursed with receipts.
4. Time spent traveling to and from occasionally required meetings or conferences that are 50 miles or greater from the Lindon City Center is compensable time (i.e., driving to and from St. George to attend a conference). This does not apply to daily or routine commuting to and from home and work.

5.17.2 Subsistence and Other Costs

1. Subsistence, which consists of meals (excluding alcoholic beverages) and lodging will be paid or reimbursed as outlined.
2. Meal expenses will be paid or reimbursed based on the U.S. General Services Administration meal per diem rates for the dollar amounts per meal, and may be adjusted annually, generally in January. Meal allowances for in-state travel will be the 'Standard Rate' for Utah. Meal allowances for out-of-state travel will be the average (by meal) of the rates for continental U.S., rounded to the nearest dollar. The following criteria applies:
   a. Meals provided by a conference or event will not be paid or reimbursed (i.e., if lunch is served at the conference the employee won't be paid a lunch stipend or reimbursed for lunch).
   b. If a place of lodging serves a complimentary hot breakfast, then no breakfast stipend or reimbursement will be paid. (Continental breakfast is not considered hot breakfast)
   c. Meal reimbursement will only occur if travel greater than 50 miles away from work is required before 6am for breakfast, or before 11am and after 2pm for lunch, or after 7pm for dinner.
3. Lodging will be reimbursed for reasonable accommodations to house the employee during an out-of-town event that is 50 miles or greater from the Lindon City Center. When able, conference rate lodging or similar accommodations should be utilized. Other lodging reimbursement that requires unique arrival/departure times may be approved by the Personnel Director.
   a. If reimbursement is requested for lodging that is not solely for the employee (i.e.,

5.18.6 Consensual Relationships

Consensual relationships between employees working in the same department are strongly discouraged but not prohibited. Lindon City employees are expected to be aware of their professional responsibilities and avoid apparent or actual conflict of interest, favoritism, or bias. If a supervisor and employee enter a consensual relationship, the person in authority can no longer supervise or evaluate the work of the individual with whom they are in a relationship. The person in authority is responsible to take steps to resolve the conflict by consulting with her/his supervisor to identify who can supervise and evaluate the work of the individual with whom they share a consensual relationship. Furthermore, care should be taken to ensure that the relationship does not interfere with either employee's work performance, and that the nature of the relationship does not affect either employee negatively according the sexual harassment guidelines. The Personnel Director or Department Head should be notified of consensual relationships between City employees, including a written statement signed by both parties that the relationship is consensual and welcome. The City Personnel Director or Department Head should also be notified in the event that the consensual relationship is terminated. The City reserves the right to terminate any supervisor in a consensual relationship with another City employee if it is deemed necessary to avoid potential or perceived conflicts of interest or harassment issues.

5.18.7 PROTECTING CHILDREN FROM ABUSE

Lindon City does not tolerate child abuse in any form. The city provides multiple recreation programs, classes, and city events where children are present. To help protect children from abuse, the following policies shall be followed:

a. No one-on-one interactions between children and adults shall occur behind closed doors. Adults shall not be alone with any non-related children or youth behind closed doors.
b. At least two responsible adults should be present when adults are teaching, coaching, supervising, or interacting with children or youth.
c. Adults should avoid any extended one-on-one communication with children or youth.
d. Whenever possible, an adult should not be alone with a child or youth in a vehicle unless with his or her child. If necessary, it is acceptable for one adult to drive in a vehicle with two or more youth. The principle is to eliminate one-on-one contact between an adult and a youth who is not their child whenever possible. Adults should plan transportation arrangements carefully so this principle can be followed, including coordinating pickup and drop-off locations and timing, as applicable.
e. Individual city departments may have additional or more specific policies and practices to prevent child abuse that will apply to various situations and should be adhered to.
f. Any employee who learns of abuse should immediately contact the Department Head or City Administrator and report the situation.

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5.19 PERSONAL APPEARANCE POLICY

5.19.1 Purpose

This policy has been developed to encourage the proper dress and grooming of Lindon City employees. Proper appearance contributes to the morale of all employees and can affect the business and

- Install and maintain anti-virus protection software on any personal computer equipment used to telework or remote into work; and
- Safeguard confidential work-related information and documents.

5.22a.(3) Enforcement.

Violations of this policy will be reviewed on a case-by-case basis and may result in disciplinary action, up to and including termination. This policy will be enforced with restraint and in a reasonable manner and will be used only when there is a compelling reason to do so. An employee who becomes aware of a violation of this policy by another employee shall report the violation to the appropriate department head or Personnel Director.

(Updated October 19, 2020 Resolution #2020-24-R)

5.23 CELL PHONES ~~USE~~

5.23.1 Purpose

This policy has been developed to encourage the proper use of cell phones while operating a City vehicle or private vehicle on City business, and to balance the communication needs of the city in creating a safe and open workplace within budgetary constraints. These policies regarding cell phone/smart phone use are in addition to policies regulating cell phone/smart phone use as found in section 5.22.
(Updated June 1, 2020 Resolution #2020-15-R)

5.23.2 Policy

It is the policy of Lindon City to establish basic guidelines concerning the use of cell phones while driving in city vehicles and operating private vehicles on city business for the safety of the driver, passengers, and other drivers on the road; and to establish a policy whereby the City and the employee share in the cost of city provided cell phones.

5.23.3 Cell Phone Use

When operating a City vehicle or driving a private vehicle on City business, employees will minimize the use of cell phones. If taking or making a call while driving, the employee will be required to act in compliance with Utah State Code 41-6a-1716; Handheld Wireless Communication Device as follows:

- Wireless communication devices are defined as a wireless telephone, text messaging device, or laptop computer, or similar device used to communicate through digital means.
- Prohibited activities while operating a moving vehicle on the highway include; write, read or send a written message, dial a phone number, access the internet, view or record a video, or enter data into the device.
- Exceptions to the prohibited activities listed above include using a handled device for voice communication, viewing a GPS or navigation app, during a medical emergency, reporting or requesting assistance relating to a safety hazard or criminal activity, or use of a hands-free or voice operated technology system integrated into the vehicle.
- Use by law enforcement or emergency service personnel within the scope of their employment

also constitutes an exception to the prohibited activities.

5.23.4 Cost Sharing

Department Heads shall be provided with a City issued cell phone and may obtain any type of cell phone that is budgeted for and is necessary for the Department Head to effectively communicate and perform work related duties.

In specific situations, and with Department Head approval, employees using a cell phone in the course of their duties may use their personal cell phone on a personal account for City business. In this case, the City will reimburse the employee $10 per month to compensate for cost associated with City business.

With Department Head approval, some employees may use a cell phone issued and paid for by the City. It is understood that personal calls, emails, text messages, etc. may occur on the City issued phone. The City allows such personal use of the city issued cell phone, except that the employee is prohibited to use the cell phone to engage in political activity or otherwise violate section 5.9 'Prohibition of Political Activity' and use of the phone is also subject to section 5.22 'Computer and Internet use'. In this case, the employee will pay $10 per month through payroll deduction to compensate the City for the cost of personal use of the cell phone.

If an employee is provided a City issued cell phone and desires an upgraded or more expensive phone that is not approved and budgeted for by the Department Head, the employee is responsible to pay the cost difference between a base model phone and the upgrade phone, as determined by the City. The payment by the employee may be in the form of upfront payment or withholding from regular paychecks. The phone remains the property of Lindon City except as follows:

1. If the phone is no longer needed, or the employee leaves employment of the City, and the phone has remaining trade-in or resale value the City will trade-in or sell the phone and the employee will be repaid a proportional amount of the trade-in or resale value based on the proportion of the original cost of the phone for which the employee paid, or the employee may purchase and keep the phone for the cost of the trade-in or resale value; or
2. If the phone is no longer needed and determined to have no trade-in or resale value, and if declared surplus property by the Department Head, it may be kept by the employee.

(Updated Feb. 6, 2018 Resolution #2018-5-R)
(Updated June 1, 2020 Resolution #2020-15-R)

5.23.5 Enforcement

Violations of the cell phone "use" portion of this policy will be reviewed on a case-by-case basis and may result in disciplinary action up to and including termination. Violation of these standards constitutes a Class C Misdemeanor or a Class B Misdemeanor if the violation causes serious bodily injury to another person. A second or subsequent conviction of the same violation within the past three years also constitutes a Class B Misdemeanor.

5.24 DISCIPLINARY PROCEDURES

It is the responsibility of each employee to observe regulations necessary for the proper operation of City government functions. Administrative procedures have been established for handling disciplinary

If the Department Head fails to settle the grievance in a satisfactory manner, the employee shall provide a written grievance with the Department Head's decision to the Personnel Director within ten days of the notice to the employee of the Department Head's decision. The Personnel Director shall promptly discuss all relevant circumstances with the employee and Department Head and address the grievance to the extent the Personnel Director deems advisable and possesses authority.

If the Personnel Director fails to settle the grievance in a satisfactory manner, the employee shall within ten days of the notice of the Personnel Director's decision file with the Personnel Director a written appeal explaining the basis for the appeal. The Personnel Director shall transmit the appeal and a brief explanation to the Employee Appeals Authority.

5.28 CONFLICTS OF INTEREST

5.28.1 Disclosure Statement

All City employees, elected officials, and appointed officials are required to submit an annual disclosure statement regarding conflicts of interest or potential conflicts of interest related to their position with the City. The disclosure form is included in Appendix A.

5.28.2 Referring to a Partner Agency

In the event that a current or former City Employee or an immediate family member of a current or former City Employee, including current or former Elected or Appointed Officials, is involved in any legal action or incident involving or investigated by the Lindon City Police Department, the case shall be referred to a partner agency, such as Pleasant Grove City or Orem City, for investigation and/or prosecution. Any legal action or incident involving or investigated by the City which affects a vendor with whom the City conducts substantial business, or a contracted professional serving the City, shall also be referred to a partner agency. This policy will not apply to minor infractions, or in the event of an emergency situation. In the case of an emergency situation, the case shall be referred to a partner agency as soon as practicable for investigation and/or follow up. Immediate family member shall mean husband, wife, son, daughter, father, mother, sibling, or any equivalent stepfamily member or in-law family member.

5.29 EMPLOYEE EMERGENCY PREPAREDNESS, CONTINUITY OF OPERATIONS COMMUNICATIONS, AND EMPLOYEE RECALL PROCEDURES

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5.29.1 Employee Emergency Preparedness

Every Employee should read and be familiar with the Lindon City Emergency Operations Plans and Annexes. This plan outlines procedures for how Lindon City responds to emergencies.
Lindon City encourages all employees to maintain an elevated level of personal and family preparedness. City employees are necessary to maintain the continuity of city government operations and services during emergency situations. This may require employees to work longer hours than normal and be away from their homes for extended periods of time. It is recommended that every employee maintains and develops the following:

1. A 72–96-hour kit for yourself and all your family members. This kit should be mobile and focus on maintaining basic needs for up to 96 hours.

2. Create a long-term preparedness plan for your family. This will allow you to be as self-sufficient as possible and not create a drain on emergency response resources.
3. Where practical, maintain basic supplies in your desk or office or car so that if you need to work long hours without returning home you can care for your basic needs. Recommended items include a change of clothing, cold weather clothing and footwear as needed, basic hygiene supplies, basic first aid supplies, 2-3 days of calorie dense food, 2-3 days of water, 2-3 days of any required prescription medications, battery bank to recharge electronic devices such as cell phones, and some cash in $5-$10 increments.
4. Maintain a basic vehicle preparedness kit.
5. Develop an Emergency Child Care Plan and Elder Care Plan as needed.
6. Develop a Pet Care Plan as needed.
7. Create an alternate transportation plan for your family.
8. Create an alternate communications plan for your family.
9. Create and practice a family reunification plan.

5.29.2 Continuity of Operations Communications

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Every Department Head will develop an emergency recall plan for all employees and practice the plan annually. This plan should consider alternate communications methods if communication via cell phones is not possible. The ham radios (located in the City Hall Radio Closet) are available to conduct city operations if cell phones are not available.

5.29.3 Employee Recall Procedures

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In the event of an emergency all Lindon City employees will ensure the safety and well-being of their families. In the absence of any communication from their supervisor all Lindon City employees will report to their place of employment once their families are secure.

5.29.4 Continuity of Operations

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Each city department should develop a list of essential tasks that need to be completed during the first 12 hours following an emergency and assign a primary employee(s) and an alternate employee(s) who will be responsible for those tasks. Follow the same process for essential tasks in the 12-24 hours following an emergency, 1-3 days following an emergency, and long-term recovery tasks.
Each Department should establish an alternate work location for employees if the primary work location is unavailable due to structural or other infrastructure damage. City Emergency Management trailers may be available as needed.

work period begins Saturday at 00:00 and ends 14 days later on Friday at 23:59. This allows for an 80-hour work period. Any shift clocked in before the work period ends on Friday at 23:59 will have all consecutively worked hours counted towards the 80-hour work period in which the clock-in occurred. FLSA non-exempt sworn officers shall account for a minimum of 80 hours of work time each two-week pay period. Overtime is not accrued until an employee exceeds 80 hours of work during the 14-day period.

2. City Center offices are typically open Monday through Friday from 8 a.m. to 5 p.m. The City Council may adopt alternative business hours for Public Works, Parks & Recreation, or other facilities as deemed appropriate to best accommodate the public and provide for more efficient work hours for employees.
3. Department Heads may approve flexible starting and ending times, or other work schedules such as 4/10's or 4/9's & a 4, etc., for various employees as long all staffing needs are met and standard public services are accommodated during regular business hours. Telecommuting may be approved by Department Heads per section 5.22a.
4. An employee is required to be at work on time. An employee who is late, regardless of the reason, including inclement weather, shall, with Department Head approval, make up the lost time by using accrued leave, leave without pay or adjusting their work schedule to make up the time. Exempt employees may have additional / more flexibility with their time worked as approved by their Department Head and as allowed within this policy manual.
5. Employees shall account for all hours worked through an approved employee timecard system or other method authorized by the Department Head. Failure to properly document hours worked may be cause for termination.
    a. An employee's time worked shall be calculated in increments no smaller than 5 minutes.
6. Time worked does not include travel time to and from work. For employees with take-home vehicles (including on-call vehicles and Police Department vehicles), unless responding to a call, time worked does not include travel time to and from work (even if a public safety radio is on; see 29 CFR 553.221).
   (Updated April 5, 2021 Resolution #2021-7-R)

6.1.4 Lunch and Break Periods

1. Except as listed below, each full-time workday shall include a minimum of 30 minutes non-compensated lunch period, unless otherwise authorized by the Department Head.
    a. Lunch periods may be used to shorten a workday if approved as part of a flexible work schedule by the Department Head.
    b. Law Enforcement Officers within the Police Department are compensated for meal periods during their work shift as they are considered on-duty for their entire shift (inclusive of meal and break periods).
2. An employee may take one 15-minute compensated break period for every four hours worked.
    a. Break periods may be accumulated on the same day of work to accommodate a longer mid-day lunch period if approved by the Department Head (example: 1.5-hour lunch period as opposed to 1 hour lunch period).
    b. 15-minute break periods may not be accumulated on the same day of work to accommodate a shorter workday.
    c. Except as outlined in 2(a) of this section, unused 15-minute break periods are not accruable.
3. Law Enforcement Officers (L.E.O.'s) within the Police Department are required to meet certain physical fitness standards as part of their regular duties. With Department Head approval, and

Employee Compensation section of the annual budget.
(Updated June 1, 2020 Resolution #2020-15-R)

6.1.11 Separation Pay

When employees terminate, they shall be required to return all tools, keys, equipment, and other property and to clear all financial obligations prior to receiving their final paycheck. For dismissals for cause, the employee must adhere to the above policy within 48 hours from notice of termination and will be required to sign a "Release and Covenant Not to Sue" when appropriate. Any obligations not cleared within the appropriate time will be deducted from the final paycheck. Final paychecks shall include compensation for all unused annual leave and qualified overtime, but shall not include accrued sick leave, other than for retiring employees.

6.1.12 Severance Pay

When a full-time employee is separated from City employment due to a reduction in force through no fault of the employee, and when such separation requires immediate action preventing a two-week notice, the employee shall be paid two weeks of severance pay in lieu of the two-week notice.

6.1.13 Pay Advancement

The City will not make pay advances to employees.

6.1.14 Pay Days

Pay days shall be every other week. Pay shall be up to and include Friday of the second week. Paychecks will be disbursed by the ~~following Wednesday~~Friday following the end of the pay period. A yearly calendar of pay periods and pay days is available from the Finance Department.

6.1.15 Direct Deposit

Employees will be paid through direct deposit into a savings or checking account.

6.2 PAY SCALE COMPENSATION PLAN

A copy of the current Pay Scale / Pay Ranges is available in the Compensation Section of the Annual Budget.

6.2.1 Initial Appointment

1. ~~All~~ Most positions in the City are assigned a Pay Range & Step within the Lindon City ~~Salary Scale~~Pay Range charts. Initial Appointment shall typically be at the ~~first step~~lower end of the ~~salary~~ pay range, but~~. The~~ the Personnel Director may approve appointment to a higher step within the same range if:
    a. An employee cannot be recruited for the position at the beginning rate; or
    b. The qualifications of the individual selected for the position exceed the minimum requirements and the individual can be expected to perform at a level equal to that of other individuals being paid at the same step.

EMPLOYEE BENEFITS

Note - Permanent, full-time employees are compensated with a variety of benefit programs. Permanent part-time positions working less than 30 hours per week, and seasonal employees are non-benefited positions, and do not receive compensation through benefit programs. Permanent full-time employee benefits are outlined in the following sections.

6.4 INSURANCE BENEFITS

6.4.1 Medical and Life Insurance Benefits

Subject to annual review and budgetary constraints, the City shall provide health insurance, and may provide dental, long-term disability and life insurance for regular full-time employees and their dependents. Per the Affordable Care Act, the City shall also provide health insurance benefits to those employees working more than thirty (30) hours per week annually.

All benefits of full-time City employees or employees eligible for health care benefits ~~under the Affordable Health Care Act~~ begin or are applied for on the date of hire or date that they become eligible for health care benefits.

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The City studies benefit costs each year during the annual budget approval process. Changes to insurance providers may be made each year if a more cost-effective alternative is identified. Allowable enrollment dates vary between insurance providers. Therefore, if the insurance provider under contract with the City allows enrollment on the date of hire, health and dental insurance benefits will begin on the date of hire. If the insurance provider under contract with the City requires the enrollment date to be the first of the month, health and dental insurance benefits will begin the first of the month following the date of hire. Employees will be notified of the effective date of coverage at the time new-hire paperwork is completed.

Current insurance benefit offerings, as well as the City's participation in the cost of those benefits, are approved in the annual city budget and~~/or as~~ are outlined in the annual insurance enrollment package provided to employees. ~~The City provides a specified benefit allowance (in dollars) and the employee may choose how to allocate their benefit allowance for medical, dental, life and other supplemental insurance premiums, as well as health savings accounts and other qualifying tax advantaged spending accounts.~~ Employees will be responsible to pay the remaining amount of their selected benefit costs ~~in excess of the benefit allowance~~ through payroll deductions. ~~Any unused portion of the benefit allowance will go through the employee's paychecks and into their choice of URS Savings Plans, Health Savings Account, or other approved method of distribution.~~
(Updated June 1, 2020 Resolution #2020-15-R; Updated August 2022 by Personnel Director)

6.4.2 Benefit in Lieu of Insurance Coverage

Employees who have coverage under a Health Insurance Policy through another source may elect to receive a Benefit in Lieu of Insurance rather than enrolling in the Health Insurance Policy offered by the City as secondary coverage.

All employees hired to benefited positions prior to January 1, 2015 electing the Benefit in Lieu of Insurance Coverage will receive $500 monthly. Employees hired to benefited positions on or after January 1, 2015 may elect to receive $300 monthly. Benefits in Lieu of Insurance Coverage will be paid ~~into a 401k or 457 retirement account through Utah Retirement Systems, or the employee may elect to have the cash amount paid~~ into their monthly paycheck. Applicable taxes and withholdings will apply ~~to cash amounts paid to an employee~~.

~~Employees may also choose to use all or a portion of the $500 or $300 monthly payment to pay other benefit costs, such as dental, dental, life, accident, or vision insurance premiums, or have the funds deposited into a qualifying Health Saving Account or Flexible Spending Account.~~

The Benefit in Lieu of Insurance is available to employees only when the employee has insurance coverage through another source and is not intended to be an incentive to go without medical insurance. Proof of other insurance coverage may be required prior to paying this benefit.

6.5 SOCIAL SECURITY

The City matches all employee contributions to the Social Security program, as administered by the Federal Government.

6.6 EMPLOYEE RETIREMENT SYSTEM

6.6.1 Utah Retirement Systems

All employees of the City working twenty (20) hours or more per week, and receiving benefits such as health insurance or paid holiday, sick or vacation time, are required to participate in the Utah Retirement Systems (URS). Utah Retirement Systems sets the rate of contribution for the retirement plan.

Benefits eligible employees hired by a participating employer prior to July 1, 2011 participate in Tier 1 of the Utah Retirement Systems. Benefits eligible employees hired by a participating employer on or after July 1, 2011 participate in Tier 2 program of the Utah Retirement System. Elected and appointed officials (city council members, planning commissioners, or other paid citizen appointees) are designated as non-benefited part time employees and are ineligible for retirement benefits under the Tier 2 program. No retirement contributions are made for benefit ineligible part-time employees under Tier 2. (Updated June 1, 2020 Resolution #2020-15-R)

6.6.2 Retirement Savings Account Contribution

Subject to annual review and budgetary constraints, the City will pay 1.5% of regular full-time employee's gross wage into a Utah Retirement Systems approved retirement savings account (401k, 457, Roth 457, etc.) on behalf of the employee. New full-time employees are automatically enrolled in a Roth 457 account managed through URS and can change this automatic enrollment at any time after their hire date.

If an employee elects to make a voluntary contribution to a retirement savings account, the City will also pay a matching contribution of up to 1.5% of the employee's wage into a retirement savings plan through Utah Retirement Systems, for a maximum City contribution of 3% of the employee's wage. The

the discretion of the Department Head or City Administrator, require employees with accrued annual vacation leave in excess of two years of earned leave to use the leave which is in excess of two years.

2. Annual leave will be scheduled with the Department Head so as to meet the operating requirements of the City and, insofar as possible, the preference of employees. Seniority, within the various departments, shall apply in case of conflict with leave schedules.
3. Annual leave will accrue if an employee works for more than one department, but employment must be continuous. Annual leave shall not accrue during any period when an employee is on leave without pay status; however, employees on a leave with pay status will continue to accrue annual leave.
4. Holidays shall not constitute a day of annual leave. When an authorized holiday falls within the time period of an employee's annual leave, the employee will be entitled to one additional day beyond the specified annual leave period.
5. No employee will be granted annual leave for a period in excess of two weeks at any one time except by prior arrangement with the Department Head and City Administrator. Employees requesting annual leave from two to five working days must do so at least one week in advance. Employees requesting annual leave for a period longer than five working days must do so at least two weeks in advance.
6. Upon termination of employment with the City, an employee's accrued vacation leave will be paid with the final paycheck.
7. Annual leave and sick leave shall start to accrue at the beginning of the employee's first full bi-weekly pay period and shall not be credited for less than a full bi-weekly pay period.

6.7.4 Vacation Leave Buy-back

Vacation buy-back: Employees that have accrued more than 120 hours of vacation leave may sell back to the City any amount of vacation hours over their 120-hour balance. Employees may not sell back vacation leave hours that will take them below the 120 hour balance. This vacation sell-back is only permitted to occur twice per year: once during the month of November (at the same pay period that the Sick Leave Buy-back payment is processed), and once during any other pay period chosen by the employee. Notification of the desired sell-back must be provided to the payroll clerk when timecards are submitted for processing of the pay period and shall have Department Head approval. The November sell-back amount will be paid through a separate check from regular payroll. The additional sell-back during another time of the year will be added to the payroll amount for that pay period and not paid through a separate check.

These sell-back provisions are strictly voluntary. An employee may decide to continue accumulating paid vacation leave.
Updated May 1, 2024 Res. #2024-12-R

6.8 SICK LEAVE

6.8.1 Eligibility

Each regular full time benefited employee earns 96 hours (12 days) of sick leave each year and is credited each pay period at the applicable rate. There is no limit to the number of sick leave hours that can be accumulated. Sick leave will not accrue for an employee while on leave without pay except for an on-the-job injury or absence from work based on the Family Medical Leave Act.

6.8.2 Authorized Use of Sick Leave

Sick leave is available for a full time City employee for any illness or disability which renders the employee incapable of working, excluding any disability sustained in the course of performing gainful employment while off duty.

Illness or disability in the immediate family of an employee requiring the presence of the employee to provide care for the family member shall constitute a covered illness or disability. Immediate family shall be defined the same as "immediate family" found under Section 6.9 Bereavement Leave of this Policy Manual.

Any illness or disability for which the employee receives Worker's Compensation Insurance payments shall be excluded from sick leave coverage for the period of time that the employee is entitled to the Worker's Compensation payments.

Abuse of these sick leave provisions will not be tolerated. Disciplinary action will be taken where there is abuse of sick leave.

Verification from a doctor confirming that the employee is unable to work may be required for lengthy absences due to illness or injury, as well as an estimated time when the employee is expected to return to work.
Sick leave will not be approved for sickness, disease or disability caused by intemperance or illegal conduct. Intemperance is defined as the habitual or excessive use of alcoholic beverages or liquor.

6.8.3 Reporting Sickness

The employee or a member of the employee's immediate family must notify his/her supervisor of absence from work prior to or within one half hour after the scheduled reporting time. The employee will keep his/her supervisor informed as to his/her illness daily if the disability persists.

6.8.4 Sick Leave Records

The City will maintain official records of sick leave accumulation and use. Sick leave may not be taken before it is accrued. FML time will automatically start after three consecutive days of sick leave use and/or three consecutive days of absence for qualifying FML status.
(Updated May 7, 2019 Resolution #2019-13-R)

6.8.5 Conversion for Retiring Employees

Upon retiring from City employment, an employee may convert ~~up to 50% of 60 days (480 hours) of his/her unused accumulated sick leave~~50% of his/her unused accumulated sick leave to payable hours at their final hourly rate. A maximum of ~~30 days (240 hrs.)~~ 240 hours (50% of a balance of 480 hours) unused accumulated sick leave is available to be converted upon retirement. Accumulated sick leave in excess of 480 hours is not available for the 50% conversion upon retirement. Upon retirement the employee can apply the converted sick leave to his/her final pay check, or have it deposited to a 401k or other retirement savings account, or it may be applied towards continued medical insurance premiums (after retirement) on the city's medical coverage plan, but in no case shall the retired employee stay on the city's medical insurance plan for longer than twelve months after retirement unless required through COBRA or other state or federal program. Certain tax implications may apply to use of this benefit. Employees must be on the City/State Retirement Program in order to qualify for this conversion.

No sick leave conversion will be allowed upon termination other than for reason of retirement.
(Updated May 7, 2019 Resolution #2019-13-R)

6.8.6 Pregnancy

Women who are pregnant or have related conditions shall be treated the same as all other employees on the basis of their ability or inability to work, taking into account the Family Medical Leave Act

6.8.7 Sick Leave Buy-back

Sick leave buy-back: In an effort to provide financial protection for employees who experience serious illness or injury, employees are encouraged to accumulate 480 hours (5 years @96 hours per year) of paid sick leave. Employees with more than 480 hours of accumulated sick leave may sell, or convert to vacation leave, half of their sick leave from the previous 12 months. Employees with more than 288 hours (3 years @96 hours per year) of accumulated sick leave may sell, or convert to vacation leave, one-fourth of their sick leave from the previous 12 months. Employees may not sell back sick leave hours that would take them below the 480-hour or 288-hour minimum balances. The sick leave buy-back is typically paid in November of each year and shall have Department Head approval.

These sell-back provisions are strictly voluntary. An employee may decide to continue accumulating paid vacation or sick leave as a hedge against long term illness.
(Updated Nov. 20, 2018; Resolution #2018-22-R; Updated February 7, 2022 Resolution #2022-3-R; Updated September 19, 2022; Resolution #2022-18-R; Updated May 1, 2024 Res. #2024-12-R)

6.8.8 Donation of Sick Leave

Employees may donate accrued sick leave to another employee. Requests for donation of sick leave should be made only in extraordinary circumstances, such as an extended illness or serious injury of an employee or an immediate family member of an employee covered under the sick leave policy. The employee requesting donation of sick leave from other employees should initiate the request by submitting the Sick Leave Donation Request Form, found in Appendix A, to the City Administrator. The City Administrator will disseminate the request to employees through Department Heads. Any employee who wishes to donate sick leave to the employee making the request will fill out the donor portion of the request form and return it to the Department Head. All donations of sick leave will be kept confidential.

Use of donated sick leave is subject to the following:

1. Donated sick leave will be available only after the employee has exhausted all other paid leave including sick leave, vacation leave and compensatory time off.
2. FMLA time starts automatically after three days of donated sick leave use and runs concurrently with use of donated sick leave time.
3. Use of donated sick leave may not exceed 90-days in any 12-month consecutive period.

4. An employee may only request donated sick leave once in any 12-month consecutive period.
5. Donation of sick leave time will not decrease eligible sick leave buy-back time of a donating employee.

(Updated Feb. 6, 2018 Resolution #2018-5-R)

6.9 BEREAVEMENT LEAVE

Leave with pay may be granted to employees to attend the funeral of a member of his/her immediate family. Such leave shall not be charged against accrued annual or sick leave.

The amount of time granted for funeral leave will be governed by the individual circumstance and at the discretion of the City Administrator, but not to exceed 3 days per death event.

For purposes of this section, "Immediate Family" shall mean wife, husband, children, parents, grandchildren, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparents, brothers, or sisters of the employee, or other dependent of the employee.

Leave without pay may be granted by the City Administrator to attend funeral services of extended family members or close personal friends. Employees may opt to use ~~vacation~~ other accrued leave time to attend funerals of individuals not covered under the bereavement leave policy, or for leave in excess of the 3 days permitted under this policy.

6.10 UNAUTHORIZED LEAVE

Any absence from duty that is not covered by an authorized grant-of-leave shall be recorded as leave without pay and shall be the basis for disciplinary action and for a deduction of pay.

6.11 MILITARY LEAVE

1. Leave may be granted for a period of active Military Service. Military Service shall mean service in any of the uniformed services of the United States, including active duty, inactive duty training and physical qualification, and service in the National Guard, weather called under federal authority or by the Governor of the State of Utah.
2. The right to reemployment under the Uniformed Services Employment and Reemployment Rights Act (USERRA) applies to all City employees without regard for their position as full-time, part-time, or seasonal employee and regardless of probationary status or whether they are exempt or non-exempt employees. The right to compensation during short-term military leave as set forth in section 6.11.1 applies only to full time employees.
3. Extended military leave is defined as any leave of six months or more, and short-term military leave is any leave of less than six months in duration.

(Updated February 2022 by Personnel Director/City Attorney)

6.11.1 Short-term Military Leave

a. Short term military leave is authorized for permanent City employees pursuant to the following conditions:
    ~~a.~~ e. Permanent employees are entitled to eleven working days military leave per year without total loss of compensation. Any employee requesting such leave must provide

taxes, if any, and should seek counsel from a tax professional.

6.17 AQUATICS CENTER PUNCH PASS

Subject to annual review, Lindon City elected officials, appointed officials, full time employees and permanent part time employees are provided a 30-visit punch pass for use of the Lindon Aquatics Center and 50% off one additional 30 visit punch pass.

Seasonal employees and interns are provided a 10-visit punch pass for use of the Aquatics Center.

This policy does not include discounts for additional day passes, party room rentals, or other services or programs at the Aquatics Center. Flow Rider use for city officials and employees will be charged at the same rate as the general public.

The current Aquatics Center punch pass benefit is outlined in Resolution 2016-12-R. This benefit will be reviewed annually by the City Council and may be updated as necessary.

6.18 FACILITY RENTALS

Full-time and permanent part-time employees, Planning Commissioners and Elected Officials are entitled to four (4) free rentals of city facilities per calendar year, excluding the Aquatics Center facilities. Facilities available for rent include park pavilions, Veterans Hall, and Community Center rooms. Use of free rentals of City facilities is subject to availability. Free rentals are intended for family or social purposes / activities that the employee is associated with. Free rentals shall not be used to off-set costs of entities performing business activities, nor for profit generating business ventures, nor political purposes for a candidate, party, or partisan issue, or similar political events (with exception that free rentals can be used for Lindon caucus meetings when the employee is present).
(*Updated Oct. 19, 2020 Resolution #2020-24-R; Updated February 7, 2022 Resolution #2022-3-R; Updated May 1, 2024 Res. #2024-12-R)*

6.19 LONGEVITY AWARDS

Full-time and permanent part-time employees will be recognized for years of service with the City at a rate of $10 per year of service. Longevity awards will be presented to employees for every five years of service, beginning on year 5. Awards will typically be presented annually in December. Awards will be paid in the form of gift card or cash. For purposes of this longevity award only, permanent part-time employees that move to a full-time position will have their hire date continue to be recognized as the date they started in their permanent part-time position.
(Updated February 7, 2022 Resolution #2022-3-R)

6.20 UNIFORM ALLOWANCE

For qualifying full-time positions, employees may receive up to $150 annually or other amount as approved in the annual budget, to purchase work clothing and/or to be used as a supplemental uniform allowance as approved within the City budget. At the discretion of Department Heads, uniform clothing that has the Lindon City logo and or name of the City will be returned to the department when an employee leaves employment with the City.
(Updated May 1, 2024 Res. #2024-12-R)

14. Review & Action: Pay range adjustments recommendations for specific positions. The Council will review and consider recommendation & pay range adjustments to the Recreation Superintendent position and Inspector / Blue Stakes Tech.

Sample Motion: I move to (approve, continue, deny) the pay range adjustments for specific positions (as presented or amended).

1) Lindon's Recreation Superintendent, Alan Walker, received a recent offer of employment as the Clyde Recreation Center Superintendent with Springville City. As you're aware, Alan is a highly valued and experienced employee at Lindon City. Alan chose to turn down the Springville offer and stay with Lindon after considering the offer and after meeting with the Lindon Parks & Recreation Director (Heath) and Lindon City Administrator (Adam), who reviewed the offer with Alan and discussed other matters pertaining to his position with the city.
As part of this discussion, Heath and Adam expressed willingness to request of the City Council a change in job title for Alan with an associated increase in pay that exceeds the offer from Springville, for which we feel Alan's experience and skills justify. As such, we recommend that Alan's position be changed from Recreation Superintendent (Pay Range 18, Step 8 ($38.16/hr)) to Recreation Manager (Pay Range 22, Step 4 ($41.42/hr)) as shown below. A new job description for this position is attached. Comparable Recreation Manager jobs in other Utah cities match this pay range. If approved, this change will become effective at the beginning of the next pay period.

2026-2027 LINDON

APPROVED BUDGET

COMPENSATION PROGRAMS

Lindon City Pay Ranges

Range	Step 1	Step 2	Step 3	Step 4	Step 5
A	7.25	8.07	8.88	9.70	10.52

Range	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Range
1	11.3321	11.9755	12.6639	13.3751	14.1426	14.5150	14.8875	15.2826	15.6777	16.0952	16.5128	16.9530	1
2	11.9642	12.6414	13.3638	14.1201	14.9214	15.3052	15.7115	16.1178	16.5354	16.9756	17.4158	17.8672	2
3	12.6076	13.3299	14.0862	14.8875	15.7340	16.1517	16.5693	17.0095	17.4497	17.9125	18.3865	18.8718	3
4	13.2960	14.0636	14.8650	15.7228	16.6144	17.0546	17.5061	17.9688	18.4429	18.9283	19.4248	19.9328	4
5	14.0410	14.8424	15.6889	16.5805	17.5286	17.9802	18.4542	18.9395	19.4362	19.9554	20.4745	21.0164	5
6	14.8085	15.6663	16.5580	17.5061	18.5106	18.9960	19.4926	20.0118	20.5424	21.0840	21.6372	22.2015	6
7	15.6324	16.5354	17.4835	18.4767	19.5264	20.0457	20.5761	21.1180	21.6710	22.2466	22.8335	23.4318	7
8	16.5016	17.4497	18.4429	19.5039	20.6101	21.1517	21.7161	22.2805	22.8674	23.4769	24.0977	24.7297	8
9	17.4046	18.3978	19.4587	20.5649	21.7387	22.3031	22.8900	23.4882	24.1090	24.7411	25.3957	26.0617	9
10	18.3639	19.4136	20.5197	21.6936	22.9239	23.5334	24.1541	24.7862	25.4408	26.1068	26.7952	27.4951	10
11	19.3797	20.4859	21.6598	22.8900	24.2106	24.8427	25.4973	26.1745	26.8630	27.5740	28.3077	29.0527	11
12	20.4745	21.6484	22.8787	24.1880	25.5763	26.2422	26.9420	27.6418	28.3755	29.1204	29.8879	30.6780	12
13	21.6033	22.8335	24.1316	25.5085	26.9646	27.6756	28.3981	29.1430	29.9105	30.6893	31.5020	32.3259	13
14	22.7884	24.0864	25.4634	26.9194	28.4544	29.1995	29.9783	30.7571	31.5697	32.4049	33.2514	34.1318	14
15	24.0639	25.4408	26.8856	28.4206	30.0346	30.8248	31.6374	32.4614	33.3191	34.1883	35.0912	36.0167	15
16	25.3618	26.8179	28.3528	29.9783	31.6938	32.5291	33.3868	34.2672	35.1702	36.0957	37.0438	38.0259	16
17	26.7501	28.2851	29.9105	31.6261	33.4321	34.3124	35.2267	36.1522	37.1115	38.0822	39.0868	40.1252	17
18	28.2739	29.8879	31.5922	33.3982	35.3057	36.2312	37.1794	38.1613	39.1658	40.1930	41.2427	42.3262	18
19	29.8315	31.5359	33.3417	35.2492	37.2583	38.2403	39.2561	40.2832	41.3442	42.4278	43.5452	44.6965	19
20	31.4681	33.2740	35.1815	37.1906	39.3238	40.3509	41.4232	42.5068	43.6354	44.7754	45.9606	47.1683	20
21	33.2289	35.1251	37.1341	39.2674	41.5022	42.5971	43.7145	44.8658	46.0509	47.2586	48.5001	49.7756	21
22	35.0574	37.0664	39.1771	41.4232	43.7822	44.9335	46.1186	47.3263	48.5792	49.8546	51.1639	52.5070	22
23	36.9987	39.1207	41.3555	43.7145	46.2088	47.4279	48.6694	49.9561	51.2655	52.6199	53.9969	55.4191	23
24	39.0530	41.2878	43.6468	46.1412	48.7710	50.0577	51.3783	52.7327	54.1210	55.5433	56.9993	58.5004	24

2) The Blue Stakes Tech / SWPPP Inspector position at Public Works is currently filled by Kyle Jensen. Kyle is a knowledgeable and very capable employee. In addition to Blue Stake responsibilities, this position performs inspections for Public Works and has grown in responsibility by taking on GIS mapping of utility systems throughout the city. Due to the similar nature of inspection responsibilities and additional GIS work added to this position, the Public Works Director has requested that this position be moved from Pay Range 15 to the same pay range as the Public Works Inspector, Pay Range 17. The City Administrator supports this recommendation. Approval of this change will move Kyle's pay from Range 15, Step 6 ($30.83/hr) to Range 17, Step 4 ($31.63/hr) as shown below. This provides additional headroom for future pay increase in the new pay range and also creates equality in pay range between Public Works Inspectors with similar job duties. If approved, this change will become effective at the beginning of the next pay period.

2026-2027

LINDON

APPROVED BUDGET

COMPENSATION PROGRAMS

Lindon City Pay Ranges

Range	Step 1	Step 2	Step 3	Step 4	Step 5
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Range	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Range
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7	15.6324	16.5354	17.4835	18.4767	19.5264	20.0457	20.5761	21.1180	21.6710	22.2466	22.8335	23.4318	7
8	16.5016	17.4497	18.4429	19.5039	20.6101	21.1517	21.7161	22.2805	22.8674	23.4769	24.0977	24.7297	8
9	17.4046	18.3978	19.4587	20.5649	21.7387	22.3031	22.8900	23.4882	24.1090	24.7411	25.3957	26.0617	9
10	18.3639	19.4136	20.5197	21.6936	22.9239	23.5334	24.1541	24.7862	25.4408	26.1068	26.7952	27.4951	10
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16	25.3618	26.8179	28.3528	29.9783	31.6938	32.5291	33.3868	34.2672	35.1702	36.0957	37.0438	38.0259	16
17	26.7501	28.2851	29.9105	31.6261	33.4321	34.3124	35.2267	36.1522	37.1115	38.0822	39.0868	40.1252	17
18	28.2739	29.8879	31.5922	33.3982	35.3057	36.2312	37.1794	38.1613	39.1658	40.1930	41.2427	42.3262	18
19	29.8315	31.5359	33.3417	35.2492	37.2583	38.2403	39.2561	40.2832	41.3442	42.4278	43.5452	44.6965	19

Lindon City
100 N State Street
Lindon, Utah 84042
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TEL 801-785-5043

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Job Title:	Recreation Manager *(Full-time)*	**Department:**	Parks and Recreation
Pay Scale:	Range 22	**FLSA Code:**	Exempt

Job Summary:

Under the supervision of the Parks & Recreation Director, this position performs professional, administrative, managerial and supervisory duties related to planning, implementing, coordinating and managing Lindon City recreation facilities, programs and services. The Recreation Manager provides leadership and day-to-day management oversight of the Lindon Aquatics Center, Lindon Community Center, Lindon Senior Center and senior programs, youth and adult sports, recreation classes, facility rentals, and assigned special recreation events. The position is responsible for providing safe, efficient, fiscally responsible and high-quality recreation opportunities that respond to community needs and support Lindon City goals.

Supervision Received and Exercised:

Receives administrative direction from and reports directly to the Parks & Recreation Director.

Exercises direct and indirect supervision over assigned supervisory, technical, administrative, part-time, seasonal and temporary personnel, contractors and volunteers associated with the Aquatics Center, Community Center, Senior Center, recreation programs, sports and special events.

Duties/Responsibilities:

- Plans, organizes, manages and evaluates City recreation facilities, programs, activities and services under the direction of the Parks & Recreation Director.
- Assists the Parks & Recreation Director in developing and implementing departmental goals, objectives, policies, procedures, service standards and long-range plans.
- Supervises subordinate staff in developing, planning and conducting recreation programs including sports leagues, special events, camps, trips, specialty classes and community activities.
- Promotes and maintains positive community relations while effectively and professionally responding to questions, inquiries and complaints from the general public.
- Maintains communication with the Parks & Recreation Director, Parks Superintendent and other City personnel regarding recreation scheduling, facility needs, maintenance and event operations.
- Assists the Parks & Recreation Director in preparing and administering annual recreation operating and capital budgets; monitors revenues, expenditures, staffing costs and program performance.
- Hires, trains, supervises and evaluates assigned personnel; ensures compliance with City and departmental policies, procedures, certifications and safety practices.
- Develops staffing plans and schedules for year-round and seasonal recreation operations and promotes teamwork and communication among recreation facilities and program staff.
- Establishes program goals and methods for evaluating participation, cost recovery, customer satisfaction, safety and overall program effectiveness.
- Prepares reports, recommendations, statistics and other information requested by the Parks & Recreation Director, City Administration or City Council.
- Represents the Parks & Recreation Department at meetings, committees, community organizations and professional associations as assigned by the Parks & Recreation Director.

Aquatics Center:

- Provides management oversight of the Lindon Aquatics Center, including daily operations, programs, personnel, customer service, safety and facility needs.
- Supervises and supports Aquatics Center management personnel and seasonal staff responsible for lifeguarding, swim lessons, admissions, aquatic programming and other operations.
- Ensures appropriate lifeguard coverage, emergency procedures, employee certifications, training and aquatic safety practices are maintained.
- Oversees swimming lessons, recreational swimming, aquatic fitness programs, FlowRider operations, special aquatic programs and other aquatic activities.
- Works with appropriate City staff and contractors to ensure compliance with applicable health and safety requirements and to coordinate maintenance, repair and operation of aquatic equipment and facilities.
- Assists with establishing operating schedules, admission fees, program fees, rental rates and Aquatics Center policies.

- Reviews attendance, revenue, expenditures, staffing levels, incidents and other operational data to improve Aquatics Center operations.
- Ensures emergency action plans, incident reporting procedures and employee response protocols are established, practiced and maintained.

Senior Center and Senior Programs:

- Provides management oversight of the Lindon Senior Center and City-sponsored programs and services for older adults.
- Supervises and supports employees and volunteers responsible for Senior Center programs and daily operations.
- Plans and evaluates recreational, educational, social, wellness and community programs for senior adults.
- Coordinates senior activities, classes, meals, trips, special events, volunteer opportunities and other services.
- Develops partnerships with Utah County, nonprofit organizations, service providers, volunteers and other agencies serving senior adults.
- Assists in administering grants, contracts and agreements related to senior programs and ensures appropriate records and reports are maintained.
- Evaluates participation trends and community needs and develops programs that encourage social interaction, wellness, independence and community involvement.

Community Center:

- Manages, coordinates and maintains Community Center operations including programming, rentals, staffing, scheduling, customer service and facility upkeep.
- Develops procedures to maximize facility use while maintaining appropriate levels of customer service, safety and facility care.
- Coordinates with City maintenance personnel regarding facility maintenance, repairs, custodial services and capital needs.
- Reviews and recommends rental fees, policies, operating procedures and facility improvements.
- Develops opportunities to increase community use through classes, programs, rentals, partnerships and special events.
- Coordinates class registrations; maintains class schedules; evaluates participation and revenue; and identifies methods and areas for improvement.
- Identifies and secures instructors for recreation classes; administers instructor agreements and coordinates payment documentation.

Sports and Recreation Programs:

- Plans, organizes, supervises and evaluates a comprehensive range of youth and adult recreation programs.
- Coordinates and implements seasonal sports programming such as soccer, basketball, baseball and other leagues, tournaments, camps and clinics.
- Coordinates program schedules, facility assignments, officials, coaches, volunteers, equipment and participant registration.
- Recruits, hires and trains coaches, referees, site supervisors, instructors and other program personnel as appropriate.
- Develops and administers recreation classes and programs for children, youth, adults, families and senior adults.
- Evaluates existing programs and develops new programs based upon participation, community interest, demographic trends and available resources.
- Establishes program rules, procedures and standards designed to promote participant safety, sportsmanship and positive recreational experiences.
- Coordinates with schools, sports organizations, community groups and other recreation providers to maximize available recreational opportunities.

Special Recreation Events:

- Plans, organizes, coordinates and evaluates assigned City recreation events and community celebrations.
- Serves as event manager or provides management oversight for assigned Parks & Recreation Department special events, including assigned Lindon Days activities and other City-sponsored events.
- Develops event plans, schedules, staffing assignments, vendor requirements, facility layouts and operational procedures.
- Coordinates event logistics with Police, Fire, Public Works, Parks, Facilities and other City departments as necessary.
- Coordinates contractors, vendors, entertainers, sponsors, volunteers and community organizations participating in City events.
- Handles planning and implementation of special events including advertising, sponsorships, promotion and event execution.
- Develops event safety plans and assists with crowd management, emergency planning, traffic and parking coordination and other risk-management considerations.

- Evaluates events following completion and recommends changes to improve safety, attendance, customer experience and operational efficiency.

Financial, Administrative and Risk Management:

- Monitors money received, till reconciliation, deposits and other financial controls associated with assigned recreation operations.
- Develops recommendations for program fees, admission fees, rental rates and cost-recovery goals.
- Reviews purchasing requests, invoices, contracts and expenditures for assigned operations and assists with City procurement requirements.
- Identifies and pursues appropriate grants, sponsorships, partnerships and alternative funding opportunities.
- Promotes a strong culture of safety throughout recreation facilities, programs and events.
- Develops and reviews emergency action plans and reviews accidents, injuries and incident reports; recommends corrective measures when appropriate.
- Coordinates with the Parks & Recreation Director, City Risk Manager and other personnel regarding risk-management issues.
- Ensures required employee and volunteer background checks, certifications and training requirements are completed.
- Coordinates promotional materials for programs and events and maintains or oversees recreation scheduling software, website content and social media information.
- Complies with and enforces City policies, protocols and procedures.
- Performs other duties as assigned or required by the Parks & Recreation Director.

Required Skills/Abilities:

- Strong knowledge of the principles, practices and objectives of municipal parks and recreation administration and recreation programming.
- Knowledge of aquatic facility operations, senior services, sports administration, special-event management, community center operations, personnel management, budgeting, customer service and risk management.
- Capacity to troubleshoot, problem solve and exercise sound judgment in operational, personnel, emergency and customer-service situations.
- Ability to manage the public tactfully and courteously and maintain positive and effective working relationships with City staff, elected officials, community organizations, contractors and volunteers.
- Ability to supervise, motivate, train and evaluate full-time, part-time and seasonal employees.
- Ability to analyze program participation, financial performance and community needs and make appropriate recommendations.
- Strong organizational, supervisory, planning, programming and technology skills.
- Computer skills and knowledge of internet-based programs, recreation management software and Microsoft Office applications.
- Ability to communicate effectively both verbally and in writing and prepare professional reports, correspondence, budgets and recommendations.
- Ability to handle multiple priorities and demands for programs, facilities and events and to work independently while maintaining effective communication with the Parks & Recreation Director.
- Valid Utah driver license.

Education/Experience:

- Bachelor's degree from an accredited college or university in parks and recreation administration, recreation management, public administration, business administration, sports management, leisure services or a closely related field; and four (4) years of progressively responsible professional experience in recreation programming, facility management, aquatics, sports, senior services, special events or a closely related field, including at least two (2) years of supervisory or management experience; or an equivalent combination of education and experience.
- Municipal parks and recreation experience and experience supervising multiple recreation facilities or major program areas are preferred.
- Certified Parks and Recreation Professional (CPRP) certification is preferred.
- Certified Pool Operator (CPO) or Aquatic Facility Operator (AFO) certification is preferred and may be required within a specified period following appointment.
- CPR/AED and First Aid certification may be required.

Physical Requirements:

While performing the duties of this job, the employee is frequently required to stand, sit, talk, hear, read and write. The employee must be able to walk throughout indoor and outdoor recreation facilities and event sites and may periodically need to reach, stoop, crouch or kneel. The employee may be asked to lift, carry and/or move recreation equipment or supplies weighing up to 50 pounds. The position may require work in swimming pool environments, outdoor weather conditions, large crowds and during early mornings, evenings, weekends and holidays.

Hiring Policy:

Lindon City Corporation is an Equal Opportunity Employer.

Hiring is conditioned upon submission to and successfully passing applicable pre-employment screening requirements, including a background check and drug screen as required by City policy.

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

Sample Motion: I move to enter a closed session to discuss potential purchase or sale of real property.

(*Roll call vote needed to enter a closed session*)

(*To close the Closed Session*)

Sample motion: I move to close the Closed Session and reconvene the regular open meeting.

ADJOURN