Lindon City Council
Staff Report

Prepared by Lindon City Administration

September 8, 2026

Notice of Meeting of the *Lindon City Council*

The Lindon City Council will hold a meeting **at 5:15 pm on TUESDAY, Sept. 8, 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: Cole Hooley, Councilmember
Pledge of Allegiance: By invitation

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

2. **Presentations and Announcements:**
   a) 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 August 17, 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) School Resource Officer MOU with Alpine School District; Resolution #2026-29-R
   b) Surplus Equipment Disposal; Resolution #2026-31-R
   c) Proclamation declaring the month of September 2026 as "Constitution Month"

8. **Review & Action: AC installation at Veterans Hall & Aquatic Center.** The Council will review and consider whether to install air conditioning at the Veterans Hall in the Lindon City Center Park. The building has a swamp cooler that is not effective at sufficiently cooling the building when temps exceed about 90 degrees, and the city is receiving complaints from those renting the facility. Air conditioning units are also requested to be installed in the Aquatic Center mechanical room (under the slides) where pump equipment is running very hot and electrical equipment may be damaged by high heat.

9. **Public Hearing: Water Ordinance update (water shares updates); Ordinance #2026-15-O.** With the North Union Canal Company, and other associated water companies now dissolved, the Council will review and consider changes to Lindon City Code regarding what types of water shares are accepted for new development and/or for connection to the secondary water system.

10. **Public Hearing: FY2026-27 Fee Schedule amendments, Accepted Water Shares; Resolution #2026-30-R.** The Council will review and consider modifications to the accepted water shares required by Lindon City within the FY2026-27 Fee Schedule.

11. **Review & Action: Dispatch Services Payment Agreement & Interlocal Agreement with Central Utah 911; Resolution #2026-23-R.** The Council will review and consider for adoption a

Resolution authorizing the Mayor to sign a contract for services between Central Utah 911 and Lindon City to provide public safety dispatch services and adopt the Interlocal Agreement to become part of the Central 911 entity; and providing for an effective date.

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

Adjourn

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

CERTIFICATE OF POSTING:
I certify that the above notice and agenda was posted in six public places within the Lindon City limits and on the State (http://pmn.utah.gov) and City (www.lindon.gov) websites.
Posted by: **/s/ Britni Laidler, Lindon City Recorder**

Date: **September 2, 2026**; **Time: 2:00 p.m.**; Place: Lindon City Center, Lindon Police Dept., Lindon Community Development, Lindon Public Works, Lindon Community Center, Lindon Justice Court

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

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

Invocation: Cole Hooley, Councilmember
Pledge: By invitation

Item 1 – Call to Order / Roll Call

September 8, 2026 Lindon City Council meeting.

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

Item 2 – Presentations and Announcements

a) 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:

- October Newsletter: Adam Cowie
- Next Council meetings: September 21st, October 5th
- Picnic in the Park; Sat., Sept. 12th @ 6:00pm, City Center Park (Constitution Month)
- Citywide Drill & Food Drive: Monday, Sept. 14th @ 6:00pm. (Food drive items accepted at Aquatics Center until 9pm)
- ULCT Fall Convention in SLC; Oct 27th-28th. Anyone want to attend?
- Halloween Spectacular, Oct 30th @ 6:30pm, City Center Park
- Fall Clean Up (dumpsters at various locations): Nov 14th – 23rd
- City Offices closed Thurs/Fri, Nov 26th-27th for Thanksgiving Holiday
- Tree Lighting Ceremony, Monday, Dec 7th @ 6pm (City Council meeting will start at 7pm)
- Employee Christmas party (employees only); Thurs, Dec 17th @ noon at Community Center
- City Offices closed Wed., Dec. 23rd at Noon, closed Dec 24th-25th for Christmas Holiday
- City Offices closed Friday, Jan. 1st for New Years Holiday
- Misc. Items.

<u>Item 6</u> – Approval of Minutes

- Review and approval of City Council minutes: **August 17, 2026.**

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

The Lindon City Council regularly scheduled meeting on **Monday, August 17, 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: Van Broderick, Councilmember
Pledge of Allegiance: Richmond Wilde

<u>PRESENT</u>
Carolyn Lundberg, Mayor
Cole Hooley, Councilmember
Lincoln Jacobs, Councilmember
Jake Hoyt, Councilmember
Van Broderick, Councilmember
Michael Florence, Community Dev. Director
Noah Gordon, City Engineer
Kristen Aaron, Finance Director
Adam Cowie, City Administrator
Britni Laidler, City Recorder

<u>EXCUSED</u>
Steve Stewart, Councilmember
Brian Haws, City Attorney

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) City Administrator, Adam Cowie, presented the employee recognition award to Kevin Marrott, of the Water Division. Nominations submitted by coworkers praised Mr. Marrott for his consistently positive attitude, his ability to motivate those around him, and his genuine care for others. A particularly notable incident was highlighted in which Mr. Marrott, while driving, stopped to help a child whose bicycle chain had fallen off—an act of community kindness observed independently by two coworkers. Mr. Marrott received a $50 gift certificate along with recognition from the Council.

   b) Mayor Lundberg and Councilmember Hooley, who serves as the Council liaison to Lindon Cares, presented youth recognition awards to Abby Bowen and Wes Carter. Councilmember Hooley read the nomination for Abby Bowen, a senior at Timpanogos High School, describing her as consistently friendly, humble, and first to volunteer when someone needs assistance, particularly those with special needs. Her enthusiasm and genuine care were highlighted as qualities that those around her find contagious and inspiring.

   Mayor Lundberg recognized Wes Carter, a recently graduated member of the

Lindon City Youth Council now entering BYU. She noted his natural leadership, unmatched energy, and significant contributions to youth council activities and service projects. Highlights included being part of only six youth councils selected for mock policy debates at the Capitol, winning their debate round, serving as the Timpanogos High marching band leader, playing three instruments, and being promoted to manager at Pizza Pie Café at age 17.

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 reported on behalf of Parks and Recreation, commending the department for their work during Lindon Days and noting widespread positive feedback from residents. He shared program numbers provided by Parks Director Heath, including 200 participants in flag football and 434 in fall soccer, both beginning that week. Street hockey was announced as a new offering with open registration, along with 12 recreation classes and programs for the fall. Councilmember Jacob also commended parks staff for maintaining most locations on a two-day-per-week watering schedule while keeping the parks in good condition. He noted the next Parks and Rec special event is a picnic in the park on Saturday, September 12th featuring the Bluegrass Thunder Band and free dessert at City Center. He also attended the Public Works engineering meeting in the Mayor's absence and noted that two items from that meeting appeared on the evening's agenda.

<u>Councilmember Hoyt</u> **–** Councilmember Hoyt reported that the Police Department provided significant support during Lindon Days and will be emphasizing enforcement in school zones as school resumes. He noted that preparations are underway for a 9/11 emergency drill with block captains. He also passed along a resident concern about the appearance of Creekside Park following channel widening work.

Public Works, Director Juan Garrido, responded to the Creekside Park concern, explaining that significant soil disturbance had resulted in weed growth. The plan is to continue spraying weeds through the current season, apply pre-emergent granules, and then plant grasses and flowers in the spring. He also noted that water flow in the channel has been near zero this summer due to diversion by Cook Farms and Anderson Farms, and that significant runoff occurs only during major storms.

<u>Councilmember Broderick</u> **–** Councilmember Broderick reported that the State Street water leak is expected to be repaired by Wednesday, which aligns with the information he received from Public Works. He noted that traffic-calming measures, including cones, have been set up around the area to manage the disruption until the repair is completed. Councilmember Broderick also shared that he has received positive feedback from residents regarding the location and date of the Lindon Days car show. He mentioned that many residents expressed happiness about the event taking place at its traditional spot and time, feeling that it worked well despite some conflicting activities. However, he also acknowledged hearing diverse opinions, with some residents preferring the previous scheduling on Saturday.

Councilmember Stewart – *Councilmember Stewart was absent.*

Councilmember Hooley – Councilmember Hooley reported that the Arts Committee continues to grow, with residents spontaneously expressing interest in participating. The Tree Board welcomed a new member, is pursuing a grant application, and is planning fall programming with tree plantings. The Historical Commission distributed historic coloring pages at Lindon Days, redeemable for commemorative pins at the Community Center. He also expressed appreciation for the Communities That Care (CTC) program receiving another round of grant funding, noting it was particularly competitive this cycle, and suggested that staff schedule a conversation to address some institutional coordination issues between the CTC and other city departments.

Mayor Lundberg – Mayor Lundberg announced that Maeser will be holding a ribbon cutting for a new Art Wing and auditorium and invited all Council members to attend. She also noted that prior to the meeting, she and Councilmember Hoyt met with staff to begin establishing an audit committee, with a charter to be brought before the Council at a future meeting. Mayor Lundberg also reported that funding was recently approved for the 400 West/State Street light connection project through the Thornton property, describing it as a competitive win against numerous other cities. She also reported attending a UDOT Commission Region 3 bus tour, during which she advocated for the Lindon freeway additional slip ramp interchange project. She noted the project is currently in Phase 1 of UDOT's process, with preliminary engineering and environmental studies completed, and that securing funding remains the final step. Staff collaborated with directors to prepare materials presented to the commission.

5. Administrator's Report

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

6. Approval of Minutes – The minutes of the regular City Council meeting of June 15, 2026 Joint Meeting with Orem City Council & July 6, 2026

COUNCILMEMBER JACOBS MOVED TO APPROVE THE MINUTES OF THE REGULAR CITY COUNCIL MEETING OF JUNE 15, 2026 JOINT MEETING WITH OREM CITY COUNCIL & JULY 6, 2026 AS PRESENTED. COUNCILMEMBER BRODERICK SECONDED THE MOTION. THE VOTE WAS RECORDED AS FOLLOWS:

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 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.

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

CURRENT BUSINESS

8. **Review & Action - Zone Amendment; Ordinance #2026-14-O** –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.

Community Development Director, Michael Florence, presented the application by North Point Solid Waste Special Service District to rezone approximately 40 acres from Regional Commercial (RC), Light Industrial (LI), and Light Industrial West Overlay (LI-W) to General Commercial (GC). He noted that the City's General Plan, adopted several years ago, had already recommended this area be rezoned to General Commercial. The property sits at the nexus of two major transportation corridors, the future Lindon freeway partial interchange and the Vineyard Connector, making it well-suited for retail and commercial uses.

North Point District Manager, Neil Swindermann, explained that the rezoning is connected to the district's plans to sell the property to help fund improvements to their existing transfer station facility, including a redesigned commercial entrance with automated lanes. He noted that the district is also coordinating with UDOT, as a portion of the south end of the property is used for truck access over UDOT right-of-way.

Councilmember Hoyt expressed strong support and encouraged staff to assess whether adjacent properties in the corridor, particularly the triangle parcel near doTERRA which might benefit from similar zone changes. Community Development Director Florence confirmed he had already reached out to doTERRA's representative, who indicated interest in observing this process before deciding on a reclassification request for their parcel.

Councilmember Jacobs, who serves on the North Point board, confirmed that board members are supportive of the rezoning.

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

COUNCILMEMBER JACOBS MOVED TO APPROVE ORDINANCE #2026-14-O AS PRESENTED. COUNCILMEMBER HOYT SECONDED THE MOTION. THE VOTE WAS RECORDED AS FOLLOWS:

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

THE MOTION CARRIED UNANIMOUSLY.

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.

Councilmember Hoyt Recused himself from this agenda item.

Community Development Director Florence presented a settlement agreement between Lindon City and MS Properties, LLC (Martin Snow), resolving a dispute over the ownership and right-of-way of Anderson Lane. Under the agreement, Mr. Snow agreed to transfer title to Anderson Lane to the city, provide storm water pipeline and utility easements across his property, and use previously held bond funds to install curb and gutter improvements along Anderson Lane. In return, the city agreed to amend the associated development agreement and remove a road segment from the Transportation Master Plan map.

Councilmember Hooley noted that he had previously voted against removing the road from the master plan, but stated that given that decision had already been made, the settlement agreement represented a sensible resolution and he would support it.

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

COUNCILMEMBER BRODERICK MOVED TO APPROVE THE SETTLEMENT AGREEMENT WITH MS PROPERTIES, LLC AS PRESENTED. COUNCILMEMBER JACOBS SECONDED THE MOTION. THE VOTE WAS RECORDED AS FOLLOWS:

COUNCILMEMBER BRODERICK	AYE
COUNCILMEMBER JACOBS	AYE
COUNCILMEMBER HOOLEY	AYE

THE MOTION CARRIED UNANIMOUSLY.

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.

Councilmember Hoyt Recused himself from this agenda item

Community Development Director, Michael Florence, noted that the original development agreement with MS Industrial Properties was adopted by the Council in 2008 and subsequently recorded with Utah County; however, the agreement had never been implemented due to the lack of development activity. The action before the City Council at the current meeting was to formally amend and terminate that 2008 development agreement. This action aligns with the settlement reached and approved under Item 9, which resolved the long-standing dispute between the city and Martin Snow of MS Properties, LLC. Under the terms of the settlement, Mr. Snow agreed to transfer title to Anderson Lane to Lindon City and provided storm water pipeline and utility easements across his property to facilitate the city's access for future maintenance purposes. In return, Lindon City committed to amend the development agreement, with the stipulation to remove a particular road segment from the Transportation Master Plan map. Director Florence assured the Council that all documents related to the agreement had been thoroughly reviewed and executed by Mr. Snow and his legal counsel.

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

COUNCILMEMBER BRODERICK MOVED TO APPROVE ORDINANCE 2026-13-O AS PRESENTED. COUNCILMEMBER JACOBS 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.

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.

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

City Engineer Noah Gordon, with the assistance of Finance Director, Kristen Aaron and Public Works Director, Juan Garrido, presented an extensive background on the proposed sewer fee changes. This proposal was grounded in the context of recent developments concerning the Orem Water Reclamation Facility (OWRF).

Initially, Orem City finalized a comprehensive Capital Facilities Plan for the OWRF in December 2022, which was later incorporated into the Sewer Master Plan by 2025. The plan details extensive upgrades necessary for the OWRF, a facility originally constructed in the 1950s. These planned upgrades are split into four phases over the next 20 years, with initial cost estimates in 2022 reaching $160 million. Over time, and in response to regulatory standards and inflationary pressures, projected costs for Phase 1 alone have escalated from $58 million to nearly $95.5 million, encompassing engineering fees as well.

Lindon City already has a contractual obligation to cover 12.24% of the capital costs associated with Phase 1 of the OWRF's rehabilitation and expansion. This apportions approximately $11.7 million to Lindon, a substantial commitment for the city. Fortunately, in prior negotiations, Lindon City secured an advantageous financial arrangement with Orem City. Orem agreed to a sharing plan whereby Lindon is permitted to make payments towards Orem's bond, using resources set aside in Orem's reserve fund associated with the Public Treasurer's Investment Fund (PTIF) interest rate. This arrangement offers significant advantages over independent borrowing, making it a financially favorable path forward for Lindon.

The necessity for Lindon City is to address this obligation with an efficiently structured funding strategy. City Engineer Gordon put forth two key changes to ensure financial obligations are met. Firstly, the introduction of a new "Sewer Treatment Facility Fee," which will be transparently listed as a separate line item on utility bills. The rationale is to base this fee on the size of the culinary water meter, employing equivalent residential unit factors, and capping the fee at the cost associated with a 2-inch meter. For a typical residential unit, notably having a standard 1-inch water meter, this translates to an estimated fee of $19.98 per month.

Secondly, City Engineer Gordon proposed a revision to the sewer base rate that aligns with the above adjustments. The revision seeks to redistribute the existing base fee across all connections, reflecting the same meter-size factors that are regularly applied in calculating water rates and impact fees. In essence, this change involves a modest 3% inflationary adjustment. The net effect on residential customers would generally be a slight reduction in the base rate, while proportionately increasing charges for larger commercial and institutional entities.

Upon opening for Council discussion, these proposals were examined in depth. There was unified acknowledgement of the necessity and structure inherent in the new sewer treatment facility fee. Councilmember Broderick stated that the minutes approved earlier that evening from the Joint Meeting with Orem City Council explained this situation in depth and wanted those minutes incorporated into this discussion. Those minutes are as follows:

> *Wastewater Treatment Facility Upgrades and Future Costs Discussion- 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). Mr. 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.

During the discussion, the secondary issue concerning an immediate restructuring of the sewer base rate using meter-size-based methodology was met with more varied points of view. The principal concern noted was the potentially significant financial burden placed on users with large meters due to the fee cap. As proposed, entities such as North Point Solid Waste, which uses a 6-inch connection, would see a substantial hike, and a business with a 3-inch meter would experience a rise in annual cost from approximately $350 to $3,250. Councilmember Hooley and Mayor Lundberg raised objections regarding the fairness and defensibility of such large rate hikes for certain users and queried if the city might face appeals. Councilmember Hoyt suggested exploring the use of the general fund to partly counterbalance the new fee impact, although it was recognized as impractical due to the specific nature of enterprise funds and the evolving fiscal obligation trajectory.

City Administrator Cowie and City Engineer Gordon reviewed the city's existing framework, which allows the Council to function as the Board of Equalization, considering appeals on utility fees case-by-case. Yet, there remains a noted caution: if the base rate restructure inadvertently triggers a wave of appeals, with exceptions granted, the city could confront an unintended revenue shortfall without an immediate recovery mechanism.

The staff advised caution, suggesting deferring the sewer base rate restructuring for a future budget cycle. This would allow ample time for a thorough cost-of-service analysis in collaboration with the utility consulting software provider, COSA. Such a study is anticipated to yield finer grained insights into real costs pertinent to connection types and designated use zones.

Ultimately, after considerable debate, the Council decided to proceed with approving the fee schedule precisely as initially proposed by staff. This includes both the newly introduced sewer treatment facility fee and the revised, meter-size-based sewer base rate structure, maintaining a cap at the 2-inch rate as stipulated in Resolution #2026-25-R. As a proactive step, to aid understanding and acceptance of the upcoming billing changes, the Council also instructed staff to initiate a communication campaign. This is likely to involve postcard notifications to utility customers detailing the reasoning and necessity for the fee adjustments prior to the new rates appearing on September bills.

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

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

COUNCILMEMBER BRODERICK MOVED TO APPROVE RESOLUTION #2026-25-R AS PRESENTED. COUNCILMEMBER JACOBS SECONDED THE MOTION. THE VOTE WAS RECORDED AS FOLLOWS:

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

THE MOTION CARRIED UNANIMOUSLY.

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.

City Administrator Cowie presented the results of the competitive bidding process for the Well #5 well house construction. He noted that the project includes the well house structure, all mechanical and piping components, and upsizing of water main lines between Locust Avenue and 200 East to accommodate the high production capacity of the new well. He stated that four bids were received, and Corrio Construction submitted the lowest bid along with scoring the highest on the evaluation matrix. Public Works Director Garrido confirmed that Corrio was selected not only on price but on the basis of experience and references provided with the support of the city's consulting engineers.

The bid award amount is $2,147,230 for the well house construction, with an additional estimated $865,000 for water main upsizing, for a total bonding request of approximately $3.1 million. This is significantly below the $4.5 million originally budgeted, based on a prior engineer's estimate, allowing the city to reduce its borrowing. The city will pursue a water infrastructure bond, a process expected to take approximately 90 days and requires public hearings. The city's most recent bond rating was AA-.

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

COUNCILMEMBER BRODERICK MOVED APPROVE AWARDING THE BID FOR WELL HOUSE CONSTRUCTION FOR WELL #5 TO CORRIO CONSTRUCTION AS PRESENTED. COUNCILMEMBER JACOBS SECONDED THE MOTION. THE VOTE WAS RECORDED AS FOLLOWS:

COUNCILMEMBER HOYT	AYE
COUNCILMEMBER BRODERICK	AYE

COUNCILMEMBER JACOBS AYE
COUNCILMEMBER HOOLEY AYE
THE MOTION CARRIED UNANIMOUSLY.

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.

City Administrator Cowie presented the recommended updates to the Lindon City Policies and Procedures Manual, highlighting the following significant changes:

- **Driver Qualification Program:** A new standard, recommended by the Utah Local Governments Trust (the city's insurance carrier), establishing criteria for employee eligibility to operate city vehicles based on driving record.
- **Vehicle and Driver Safety:** Updated language on safety practices, including placement of warning cones around city vehicles.
- **Dash Camera Policy:** A new policy formalizing the installation of dash cameras in city vehicles. The cameras capture front, cab, and rear views, providing liability protection and improving driver accountability.
- **Return-to-Work Policy:** A new policy recommended by the city's insurance trust to manage workers' compensation injuries and facilitate employee return to duty.
- **Purchase Authorization:** Updated language clarifying that the Mayor (or Mayor Pro Tem in the Mayor's absence) is the designated approving authority for purchase orders above certain thresholds, reflecting existing practice. Multi-level approval requirements remain in place for purchases over $3,500.
- **Meal and Per Diem Clarifications:** Minor language updates.
- **Training and Testing Policy:** A new policy formalizing the city's practice of paying for required professional licensing exams; employees who do not pass are responsible for subsequent attempts.
- **Protecting Children from Abuse:** A new section, recommended by Councilmember Stewart based on his background in education, establishing standards consistent with best practices for youth-serving organizations.
- **Employee Emergency Preparedness:** New language, recommended by Emergency Manager Todd Christensen, encouraging employees to maintain a 72-hour emergency kit at their workstations.

Councilmember Hooley asked about the take-home vehicle policy, suggesting it may function partly as a retention benefit and inquiring whether it could be quantified as part of the overall employee compensation package. City Administrator Cowie agreed to look into whether that aspect could be documented.

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

COUNCILMEMBER HOYT MOVED TO APPROVE RESOLUTION #2026-22-R AS PRESENTED. COUNCILMEMBER BRODERICK SECONDED THE MOTION. THE VOTE WAS RECORDED AS FOLLOWS:

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

THE MOTION CARRIED UNANIMOUSLY.

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.

City Administrator Cowie shared adjusted pay range recommendations for two key positions. Alan Walker, who serves as the Recreation Manager, was recently offered a position as a superintendent at the Clyde Recreation Center in Springville City. After a thorough discussion with Parks Director Heath Bateman and the City Administrator Cowie, Mr. Walker ultimately chose to remain with Lindon. He expressed a commitment to fulfilling his goals at Lindon City, which include overseeing a variety of community programs. In recognition of his expanded responsibilities and to ensure his compensation remains competitive, the staff proposed a modification in his title to Recreation Manager. This adjustment places him in Pay Range 22, Step 4—a salary bracket that is slightly superior to the offer extended by Springville. Mayor Lundberg emphasized her strong approval, noting that Mr. Walker is an invaluable asset to the city, highlighting his irreplaceable contributions and commitment to community enhancement. She further acknowledged his exceptional work ethic and the positive impact he has had on recreational activities within the city.

For the second position, Kyle Jensen, who is currently employed as an Inspector/Blue Stakes Technician, received an offer elsewhere to become a building inspector. Despite the opportunity for a different role, Mr. Jensen opted to continue his career with Lindon City, motivated by his dedication to the burgeoning GIS mapping and inspection responsibilities he has taken on. City Engineer Noah Gordon, who directly supervises Mr. Jensen, voiced robust support for a reclassification of his role, advocating for a shift to Pay Range 17. This change reflects the broader spectrum of duties Mr. Jensen is tackling and offers additional room for professional growth. The City Council's unanimous decision on both pay range adjustments underscores the city's commitment to retain and nurture skilled personnel who are integral to the city's operations and its community services.

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

COUNCILMEMBER HOOLEY MOVED TO APPROVE THE PAY RANGE ADJUSTMENTS FOR SPECIFIC POSITIONS AS PRESENTED. COUNCILMEMBER JACOBS SECONDED THE MOTION. THE VOTE WAS RECORDED AS FOLLOWS:

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

THE MOTION CARRIED UNANIMOUSLY.

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.

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

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

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

THE MOTION CARRIED UNANIMOUSLY.

Adjourn –

COUNCILMEMBER BRODERICK MOVED TO ADJOURN THE MEETING AT 9:30 PM. COUNCILMEMBER JACOBS SECONDED THE MOTION. ALL PRESENT VOTED IN FAVOR. THE MOTION CARRIED.

Approved – September 8, 2026

Britni Laidler, City Recorder

Carolyn O. Lundberg, Mayor

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

a) School Resource Officer MOU with Alpine School District; Resolution #2026-29-R

b) Surplus Equipment Disposal; Resolution #2026-31-R

c) Proclamation declaring the month of September 2026 as "Constitution Month"

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

RESOLUTION NO. 2026-29-R

A RESOLUTION AUTHORIZING THE MAYOR TO SIGN AN INTERLOCAL COOPERATION AGREEMENT WITH ALPINE SCHOOL DISTRICT FOR SCHOOL RESOURCE OFFICER SERVICES.

WHEREAS, pursuant to the provisions of the Utah Interlocal Cooperation Act, Utah Code Annotated, Section 11-13-101, et seq., as amended, public agencies, including political subdivisions of the State of Utah as defined therein, are authorized to enter into mutually advantageous agreements for joint or cooperative action; and

WHEREAS, Utah Code Annotated, Section 53G-8-703 provides that the School District may contract with a law enforcement agency to provide School Resource Officer services at its schools after Board of Education review and approval of the Agreement; and

WHEREAS, the School District and City (collectively referred to as "Parties"), 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 Agreement to provide for joint and cooperative action in regards to having a School Resource Officer ("SRO") serve within the middle schools and high schools located within their city boundaries; and

WHEREAS, the Parties intend to cooperate to provide for the health, safety and welfare of School District students, personnel, volunteers, and authorized visitors; maintain a safe and secure environment in School District facilities and at School District programs by the Parties acting swiftly and cooperatively when responding to major disruptions and criminal offenses at school; report serious crimes that occur on campus to ensure cooperation with law enforcement officials in their investigation; and to foster educational programs and activities that will increase student knowledge of and respect for the rule of law and the function of law enforcement agencies; to improve school climate; and encourage SRO's to attend extra-curricular activities held at schools, when possible, such as athletic events, PTSA meetings, plays, and concerts; and

WHEREAS, the governing bodies of the School District and the City have by resolution or motion agreed to adopt this Agreement to provide for the joint and cooperative action contained herein; and

WHEREAS, the Lindon City Council finds that it is in the best interests of the health, safety and welfare of the citizens of the City to enter into this Interlocal Agreement.

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

Section 1. The Mayor of Lindon City is hereby authorized to execute the Interlocal Agreement with Alpine School District for School Resource Officer Services. Said Agreement is attached hereto and incorporated herein as Exhibit "A."

Section 2. This resolution shall take effect immediately.

THIS RESOLUTION APPROVED AND ADOPTED this 8th day of September, 2026 by the City Council of Lindon, Utah.

____

CAROLYN O. LUNDBERG
Mayor

ATTEST: SEAL

____

BRITNI LAIDLER
City Recorder

ALPINE SCHOOL DISTRICT AND LINDON CITY
SCHOOL RESOURCE OFFICER INTERLOCAL COOPERATION AGREEMENT

This Agreement is executed in duplicate this __ day of __________, 20____ by and between the Board of Education of Alpine School District of the State of Utah, a corporation and political subdivision of the State of Utah, with its principal offices located at 575 North 100 East, American Fork, Utah, (hereinafter referred to as the "School District"), and the City of Lindon (hereinafter referred to as the "City"), with its principal offices located at 100 North State Street, Lindon, Utah.

WITNESSETH

WHEREAS, pursuant to the provisions of the Utah Interlocal Cooperation Act, Utah Code Annotated, Section 11-13-101, et seq., as amended, public agencies, including political subdivisions of the State of Utah as defined therein, are authorized to enter into mutually advantageous agreements for joint or cooperative action;

WHEREAS, Utah Code Annotated, Section 53G-8-703 provides that the School District may contract with a law enforcement agency to provide School Resource Officer services at its schools after Board of Education review and approval of the Agreement;

WHEREAS, the School District and City (collectively referred to as "Parties"), 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 Agreement to provide for joint and cooperative action in regards to having a School Resource Officer ("SRO") serve within the middle schools and high schools located within their city boundaries.

WHEREAS, the Parties intend to cooperate to provide for the health, safety and welfare of School District students, personnel, volunteers, and authorized visitors; maintain a safe and secure environment in School District facilities and at School District programs by the Parties acting swiftly and cooperatively when responding to major disruptions and criminal offenses at school; report serious crimes that occur on campus to ensure cooperation with law enforcement officials in their investigation; and to foster educational programs and activities that will increase student knowledge of and respect for the rule of law and the function of law enforcement agencies; to improve school climate; and encourage SRO’s to attend extra-curricular activities held at schools, when possible, such as athletic events, PTSA meetings, plays, and concerts.

WHEREAS, the governing bodies of the School District and the City have by resolution or motion agreed to adopt this Agreement to provide for the joint and cooperative action contained herein;
and
WHEREAS, this Agreement shall replace and supersede any agreements or memoranda of understanding approved and executed previously by the School District and the City regarding SRO’s.

THEREFORE, this Agreement is entered into by both the School District and the City.

COVENANTS

NOW THEREFORE, the School District and the City agree as follows:

1. **Term**. The term of this Agreement shall begin on July 1, 2026 and shall continue for a period of up to five (5) July 1 - June 30 fiscal years, terminating on June 30, 2031 unless terminated sooner as provided herein. This agreement is entered into with Alpine School District for the first year, and may be entered into by the new school district, in which the school is located, upon their adoption and signature, for the remaining four (4) years of the initial term. Following the initial five-year term, this Agreement shall be automatically renewed for successive one-year periods unless either party requests termination or modification of this Agreement, with a total term not to exceed ten (10) years. Such a termination or modification will be made in writing.

2. **Administrator**. Pursuant to Utah Code Annotated, Section 11-13-101, et seq., the parties agree that the City shall act as administrator responsible for this Agreement. This Agreement does not anticipate nor provide for any organizational changes in the City or the School District.

3. **Manner of Financing**. Each party shall be responsible for its own obligations under this Agreement. The City shall budget and be responsible for all payments related to the employment of the SRO. The City shall budget and be responsible for all other costs and matters associated with employing and maintaining the SROs, including, but not limited to, salaries, payroll taxes, workers compensation insurance, benefits, automobile, uniforms, training, equipment, etc. The City shall send an invoice to the School District on an annual basis following the completion of the school year for payment of services of the SRO's as agreed to in writing between the School District and City, which total cost to the School District is:

- Fifty-four thousand eight hundred and forty-seven dollars and no cents ($54,847.00) per full-time, Middle/Jr. High and High School, SRO; twenty-seven thousand, four hundred and twenty-three dollars and fifty cents ($27,423.50,) per half-time, Middle/Jr. High and High School, SRO

The invoice shall be paid within thirty (30) days of receipt by the School District. If this Agreement is terminated during the budget year, the School District and the City agree to divide the costs associated with the payment of the services of the SRO's on a pro-rated basis.

4. **Filing of Agreement**. A copy of this Agreement shall be placed on file in the Office of the City Recorder of the City and with the Business Administrator of the School District and shall remain on file for public inspection during the term of this Agreement.

5. **Description of Arrangement**.

5.1 Employment of the School Resource Officer

1. The City agrees to employ and provide a full-time police officer at Oak Canyon Jr High School during the school year (referred to herein as the "School Resource

Officer" or "SRO"). It is clearly understood, acknowledged, and agreed to by the parties that the SRO is an employee of the City, subject to the administration, supervision, and control of the City.

2. The City will furnish training, uniforms, equipment, and schedule of deployment required under Utah law or that is needed for the operation of this Agreement.
3. The SRO shall be subject to all personnel policies and practices of the City, except as such policies or practices may be modified by the terms and conditions of this Agreement.
4. The SRO shall also be subject to all District policies while on district property and in their role as SRO and a school official, insomuch as they are not in conflict with the City's/Police departments personnel policies.
5. The principal of the school or the principal's designee will be the SRO's primary contact for any and all school related issues, and will collaborate with and provide direction to the SRO, while on school property.
6. The City, in its sole discretion, shall have the power and authority to hire, replace and rotate, discharge, and discipline the SRO; however, prior to assigning an SRO, the City shall discuss the applicants for the position with the District and shall accept input from the District.
7. As an employee of the City, the SRO will be subject to the chain of command of the City's Police Department.
8. If the principal of Oak Canyon Jr High School is dissatisfied, with justifiable reason, with the SRO who has been assigned to the school, then the principal may request that the City's Chief of Police assign a different police officer as the SRO for the school. Unless the nature of the concerns warrant immediate replacement, such a request should normally occur after the principal has previously met with the City's Chief of Police (or designee) to discuss concerns and allow a reasonable amount of time for the City to remediate the issues. If mutually agreed by the City and School District, the City's Chief of Police shall assign a new SRO to the school. The City reserves the right to remove/re-assign any SRO with notification given to the principal of Oak Canyon Jr High School and to the School District.

5.2 Duties of the School Resource Officer

1. The SRO will seek to provide for and maintain a safe, healthy, and productive learning environment, emphasizing the use of restorative approaches to address negative behavior, while acting as a positive role model for students by working in a cooperative, proactive, problem-solving manner collaboratively with the City and the School District.
2. The SRO will build relationships, enhance community-policing activities, identify safety concerns within the schools, develop problem solving strategies with school administrators and staff, and collaboratively develop a comprehensive school safety plan with school administrators and staff.

3. For purposes of GRAMA and FERPA, the SRO will be considered a school official, while acting within their SRO role, which role will not extend to criminal investigations which are not against the school or students.
4. The SRO will be expected to attend and participate in applicable school meetings, and to communicate and coordinate with the school principal and other appropriate school administrators concerning the needs of the school and its students.
    i. The SRO will be present at the assigned school during regular school hours unless an emergency, training, meeting, or other emergent need arise. If the SRO will not be present at school, the School District and County/City's Police Department will coordinate together to provide coverage for the SRO's classes and responsibilities at the school.
    ii. At the request of the school the SRO may teach a vocational law enforcement class.
5. In coordination with school administrators, the SRO may provide presentations to the school on safety, crime prevention, bullying, etc., and may also provide additional services to the school as available and mutually agreed to.
6. The City and the SRO will work closely with School District officials to improve the social and behavioral skills of students in order to maximize their ability to achieve academically and become successful, contributing citizens.
    i. Issues to be addressed may include substance abuse, violence reduction, social skills, problem-solving skills, and other areas of School District and community concern.
7. The SRO will act to satisfy the requirement of the school safety personnel requirements of 53G-8-701.5.
8. The City and School District understand that the SRO may use measures to secure school property as followed through established protocols of the City's Police Department and the School District policies and procedures in the event of an emergency situation that requires the activation of emergency response procedures (i.e., critical incident protocols such as "lockdown" and "Secure").
9. When requested, the SRO will be a visible, active law enforcement figure dealing with the school's law enforcement matters at school and at school activities and events.
10. The SRO will be on call to assist at other schools in the area during the hours they are at their assigned school or other duties as assigned by the Chief.
11. The SRO and school administrators will coordinate to differentiate between school disciplinary issues (school administrator responsibility) and criminal issues (SRO responsibility) and respond appropriately, de-escalating school-based incidents whenever possible.
    i. SROs are responsible for criminal law issues, not school discipline issues.
    ii. Absent a real and immediate threat, the SRO shall refer to school administration any offenses identified by the SRO which fall within the scope of Utah Code § 53G-8-211(3); such offenses shall be handled as

student discipline matters and not referred to juvenile court or other law enforcement officers.

iii. Student suicide threats wherein the student and possibly others may be placed at risk should be handled expeditiously and coordinated between the SRO and school administrators to determine the best course of action in which to address the situation.

iv. The SRO will be involved in school discipline only when it pertains to certain criminal matters and preventing a disruption that would, if ignored, place students, school personnel, and others at risk of harm, so the SRO will resolve the problem to preserve the safe school climate.

v. In all other cases, disciplining students for policy violations is a school responsibility. In those situations, the SRO may, if appropriate under the circumstances, take students who violate School District conduct policies to the administration offices for discipline to be taken by school administrators.

12. The SRO will confer with school administrators to resolve an offense that is a minor violation of the law but would not violate the law if committed by an adult, which originates or continues on school property.
13. The SRO will initiate positive interaction with students in the classroom and general areas of the school campus to promote the profession of police officers and be a positive role model, while increasing the visibility and accessibility of police to the school community.
14. The SRO will share information with the school's administrators about persons and conditions pertaining to school campus safety concerns to the extent allowed by law and the City's Police Department policies.
15. The SRO may assist with resolving law enforcement issues that affect the students, the school, the School District, or the broader community. However, matters that are not of a significant or urgent nature or do not directly relate to the students, the school, the School District, or to issues concerning child abuse or neglect, but only concern the broader community, should first be coordinated between school administration and law enforcement, and not be conducted on campus, in order to minimize the effect on student education and the school environment. Outside law enforcement agencies shall first coordinate with school administration.
16. The SRO shall notify school administration prior to or immediately upon removing a student from the school campus.
17. The SRO shall notify a parent as soon as possible when students are issued a criminal citation or arrested. The SRO, in accordance with Section 53G-8-211, may refer a student to juvenile court.
18. If a student arrest is warranted, the SRO shall, while protecting the safety of all parties, use the least disruptive and the least intrusive manner reasonably available to conduct the arrest of the student. The SRO should be accompanied by a school principal or assistant principal, if available, when arresting a student

unless exigent circumstances require otherwise for the safety of the student, the SRO, and/or others.

19. The SRO will notify the school's principal of any arrest or referral arising out of any incident on school property.
20. The SRO shall not use physical force or restraints on a student, including handcuffs, Tasers, mace, or other physical or chemical restraints unless a student's actions pose a threat or they are subject to arrest.
21. The SRO shall question students in a manner and a time when it has the least impact on the student's education so long as the delay in questioning does not interfere with the effectiveness of an investigation, the disappearance or unavailability of a criminal suspect or evidence, or risk public safety or significant damage to property.
22. The SRO shall become familiar with the School District's student conduct and discipline policies.
23. The SRO and the principal of Oak Canyon Jr High School, or his/her designee, will jointly complete the school resource officer training program described in Utah Code Annotated, Section 53G-8-702. The training program curriculum and materials are to be developed by the Utah State Board of Education and will include training on the following topics: (a) childhood and adolescent development; (b) responding age-appropriately to students; (c) working with disabled students; (d) techniques to de-escalate and resolve conflict; (e) cultural awareness; (f) restorative justice practices; (g) identifying a student exposed to violence or trauma and referring the student to appropriate resources; (h) student privacy rights; (i) negative consequences associated with youth involvement in the juvenile and criminal justice systems; (j) strategies to reduce juvenile justice involvement; and (k) roles of and distinctions between a school resource officer and other school staff who help keep a school secure. If training is required during the school day, the School District and the City's Police Department will coordinate together to provide coverage for the SRO's classes and responsibilities at the school.
24. The City and School District may coordinate and jointly fund other beneficial training opportunities for the SRO and school administrators.
25. The SRO will work during the school's normal posted hours. and shall be at the school on all days that students are in attendance, except for vacation, sick and holidays officially recognized by the Department.
    i. When on vacation, sick or other days that the officer is unable to be at the school, they will coordinate with the school administration and their department to provide for appropriate coverage in their absence.
26. After-school and extra-curricular activities requiring law enforcement will be governed separately from this MOU.

5.3 Duties of District and School Administrators

1. School administrators will provide the City's Police Department with appropriate school administrator names and contact information to facilitate communication.

2. School administrators will provide an office/storage or workspace for the SRO's materials and personal effects.
3. School administrators will provide students, classroom, equipment, and supplies for classes taught by the SRO.
4. SRO's will be provided keys or other necessary means of access to the building
5. School administrators will arrange meetings with the SRO as needed by the school administration.
6. School Administrators and the SRO will coordinate to differentiate between school disciplinary issues (school administrator responsibility) and criminal issues (SRO responsibility) and respond appropriately, de-escalating school-based incidents whenever possible. Upon referring a student to the school administration, it is understood that the school shall inform the SRO of the outcome of the administrative issue.
7. School administrators shall confer with the SRO to resolve an offense that is a minor violation of the law but would not violate the law if committed by an adult, which originates or continues on school property.
8. School administrators will make an effort to handle routine student conduct and disciplinary matters without involving the SRO in a law enforcement capacity, unless it is absolutely necessary or required by law.
9. School administrators will facilitate SRO-initiated investigations and actions (see 5.4 and 5.6).
10. School administrators will provide ongoing feedback to the City's Police Department for SRO evaluation purposes, upon the request from the City, or at least on an annual basis.
11. The School District acknowledges that the SRO is required by City policies and procedures to attend mandatory training and/or meetings.
12. If applicable and as necessary, school administrators will provide opportunities for the SRO and school administration to meet with parents and community members during the school year.
13. The SRO and the principal of Oak Canyon Jr High School, or his/her designee, will jointly complete the school resource officer training program described in Utah Code Annotated, Section 53G-8-702.
14. The City and School District may coordinate and jointly fund and provide other beneficial training opportunities for the SRO and school administrators.
15. School administrators shall comply with the provisions of student conduct and discipline policies, including Alpine School District Policies and other student conduct and discipline related policies.

5.4 Student Rights SRO Search and Seizure

1. The SRO may conduct or participate in a search of a student's person, school locker, personal belongings, electronic devices, or vehicle only where there is "reasonable suspicion" as defined by USBE, or a particularized and objective basis, supported by specific articulable facts for suspecting a person of criminal activity.

2. The SRO shall follow state and federal law and the City's Police Department policies and procedures when conducting searches of persons and property which may require a search warrant.
3. Except in the event of exigent circumstances, the SRO shall inform school administrators prior to conducting a "probable cause" search where practicable.
4. The SRO shall not ask school administrators to search a student's person, school locker, personal belongings, electronic devices, or vehicle in an effort to circumvent the student's legal rights and protections. Strip searches of students are prohibited.

5.5 School Administrators Search and Seizure

1. A school administrator may conduct a search of a student's person, school locker, personal belongings, electronic devices, or vehicle in accordance with the "reasonable suspicion" legal standards.
2. An administrator may ask the SRO to be present or participate in a search whenever reasonable suspicion has been established.
3. Strip searches are prohibited.

5.6 Student Questioning

1. SRO - Student as Alleged Perpetrator. The SRO may question a student about conduct that could expose the student to arrest or criminal charges according to the following guidelines:
    a. Student is Fourteen (14) Years of Age or Older. Before interviewing a student who is of the age of fourteen (14) years or older and who is a suspected perpetrator of a criminal matter, the SRO may make an effort to first contact the student's parent/ legal guardian if deemed appropriate under the circumstances. Nevertheless, the SRO may interview a student who is fourteen (14) years of age or older so long as applicable legal criteria has been satisfied. The parent / legal guardian of a student who is interviewed by the SRO should be informed as soon as reasonably practicable that an interview has taken place.
    b. Student is Under the Age of Fourteen (14) Years. Before interviewing a student who is under the age of fourteen (14) years and who is a suspected perpetrator of a criminal matter, the SRO must first contact the student's parent / legal guardian to either obtain their physical presence or obtain a waiver of physical presence prior to conducting the interview. The SRO may interview the student who is under the age of fourteen (14) years so long as applicable legal criteria has been satisfied.
    c. The SRO shall inform school administrators prior to questioning the student where practicable.
    d. The SRO shall not ask a school administrator to question a student in an effort to circumvent the student's rights and protections.

2. SRO - Student as Alleged Victim or Witness. The SRO may question a student who is the alleged victim or witness to a possible criminal matter according to the following guidelines:
    a. Student is Fourteen (14) Years of Age or Older. Generally, the SRO may question a student who is of the age of fourteen (14) years or older if the student is an alleged victim or witness to a criminal matter. School administrators and the SRO should use their best judgment in determining whether specific circumstances would warrant contacting the student's parent / legal guardian prior to the interview. In the event of an investigation involving alleged child abuse or neglect, the parent / legal guardian of a student who is interviewed by the SRO should be informed in accordance with applicable Utah law that an interview has taken place.
    b. Student is Under the Age of Fourteen (14) Years. Before interviewing a student who is under the age of fourteen (14) years and who is an alleged victim or witness to a criminal matter, school administrators and the SRO should use their best judgment in determining whether specific circumstances would warrant contacting the student's parent / legal guardian prior to the interview. In the event of an investigation involving alleged child abuse or neglect, the parent / legal guardian of a student who is interviewed by the SRO should be informed in accordance with applicable Utah law that an interview has taken place.
    c. The SRO shall inform school administrators prior to questioning the student where practicable.
    d. The SRO shall not ask a school administrator to question a student in an effort to circumvent the student's rights and protections.
3. SRO - Student Conversations. In general, conversations between the SRO and students will be on the premise of building relationships to help develop a healthy learning environment and promote prosocial behaviors.
4. School Administrators - Student Interviews and Questioning.
    i. School administrators have the responsibility to oversee the proper and efficient operation of their schools.
    ii. Students should be educated in a safe, secure, and supervised environment.
    iii. Utah law defines "in loco parentis" in Utah Code Ann., Section 53E-6-703(1)(b) as "the power of professional school personnel to exercise the rights, duties, and responsibilities of a reasonable, responsible parent in dealing with students in school-related matters."
    iv. Accordingly, school administrators are free to communicate, interview, and question students for any academic and non-academic matters, including, but not limited to, issues relating to school and student safety, policy compliance and violations, student discipline, etc.

v. In addition, school personnel have a legal responsibility and protocol in cooperating with the Division of Child and Family Services (DCFS) and law enforcement officials relating to suspected child abuse or neglect.

5.7 Access to Education Records

1. School administrators shall allow the SRO to inspect and copy any public records, including student "directory information," maintained by the school to the extent allowed by state and federal law.
2. If some information in a student's educational record is needed in an emergency to protect the health or safety of the student or others, school administrators shall disclose to the SRO the information that is needed to respond to the emergency situation based on: (i) the seriousness of the threat to the health or safety of an individual; (ii) the need of the information to meet the emergency situation; and (iii) the extent to which time is of the essence.
3. If the SRO needs confidential student educational record information, but no emergency situation exists, the information may be disclosed only as allowed by applicable state and federal law.
4. The SRO shall maintain records regarding law enforcement issues while the school administration shall maintain educational records.
5. SRO's will be given rights and/or logins to the District's Student Information System, with access rights to the following: directory information, attendance, grades and class schedules. Any requests for student records not included in the SRO's access rights should go through the principal of the school and be based on a need to know basis similar to other school staff.

6. **Lawful Agreement**. The parties represent that each of them has lawfully entered into this Agreement, having complied with all relevant statutes, ordinances, resolutions, by-laws, and other legal requirements applicable to their operation.

7. **Termination**. Either party may terminate this Agreement upon sixty (60) days prior written notice to the end of the school year, and termination will become effective at the end of the school year. Termination may be for no reason and without cause. Termination of this Agreement shall constitute withdrawal from the cooperative undertaking established by the Agreement.

8. **Utah Law**. This Agreement shall be interpreted pursuant to the laws of the State of Utah. This Agreement, including the rights, obligations, and investigative and law enforcement duties of the SRO, shall not supersede Utah Code § 53G-8-101 et seq., "Public Education System-Local Administration; Discipline and Safety." In the event of a conflict between this Agreement and Utah Code § 53G-8-101 et seq., as amended, the SRO shall follow the requirements in Utah Code § 53G-8-101 et seq.

9. **Attorney's Fees**. In the event that either party should be required to retain an attorney because of the default or breach of the other to pursue any other remedy provided by law, then the non-breaching or non-defaulting party shall be entitled to reasonable attorney's fees, whether or not the matter is actually litigated.

10. **Severability and Interpretation of this Agreement**. The invalidity of any portion of this Agreement shall not prevent the remainder from being carried into effect. 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 any other and all genders. The paragraph and section headings in this Agreement are for convenience only and do not constitute a part of the provisions hereof.

11. **Amendment**. No waiver, consent, amendment, change of terms, or modification of this Agreement shall bind either party unless in writing and signed by both parties.

12. **No Presumption**. Should any provision of this Agreement require judicial interpretation, the Court interpreting or construing the same shall not apply a presumption the terms hereof shall be more strictly construed against one party, by reason of 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 thereof.

13. **Binding**. This Agreement shall be binding upon the heirs, successors, administrators, and assigns of each of the parties hereto. The Parties understand and agree that when the District ceases operations on June 30, 2026, that this MOU may be adopted by the new school districts, subject only to new school district signatures.

14. **Liability and Indemnification**. Both parties are governmental entities under the Governmental Immunity Act of Utah (the "Governmental Immunity Act"), Utah Code Annotated, Section 63G-7-101, et seq., as amended. Consistent with the terms of the Governmental Immunity Act, it is mutually agreed that each party is responsible and liable for its own wrongful or negligent acts which it commits or which are committed by its employees, officers, agents, or volunteers. It is understood and agreed that the SRO is and remains the employee and agent of the City and that the City is responsible for any wrongful acts or omissions by the SRO, regardless of what role they are fulfilling while at the school or on school property. Neither party waives any defenses otherwise available under the Governmental Immunity Act, nor does any party waive any limits of liability now or hereafter provided by law. Subject to the foregoing, each party agrees to save, keep, hold harmless, and indemnify the other party, its employees, officers, agents, and volunteers from all damages, costs, or expenses in law or equity, including attorneys' fees, that may at any time arise or be set up because of damages to property and/or personal injury incurred by reason of or in the course of performing the services under this Agreement which may be occasioned by any willful, negligent, or wrongful acts or omissions of the party, its employees, officers, agents, or volunteers. The terms of this section shall survive the termination of this Agreement.

15. **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 addresses given hereunder.

16. **Assignment**. The parties to this Agreement shall not assign this Agreement, or any part hereof, without the prior written consent of all other parties to this Agreement.

IN WITNESS WHEREOF, the parties have signed and executed this ALPINE SCHOOL DISTRICT AND LINDON CITY SCHOOL RESOURCE OFFICER INTERLOCAL COOPERATION AGREEMENT, after resolutions duly and lawfully passed, on the dates listed below.

DATED this ____day of _______________, 20____.

LINDON CITY

By: ____, Mayor

DATED this ____day of ____________________, 20____.

BOARD OF EDUCATION OF _____________________________________

By: ____

Board President / Superintendent / Business Administrator

DATED this ____day of ____________________, 20____.

BOARD OF EDUCATION OF _____________________________________

By: ____

Board President / Superintendent / Business Administrator

DATED this ____day of ____________________, 20____.

BOARD OF EDUCATION OF ____________________________________

By: ____

Board President / Superintendent / Business Administrator

DATED this ____day of ____________________, 20____.

BOARD OF EDUCATION OF ____________________________________

By: ____

Board President / Superintendent / Business Administrator

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 8th day of September, 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

September 1 , 2026

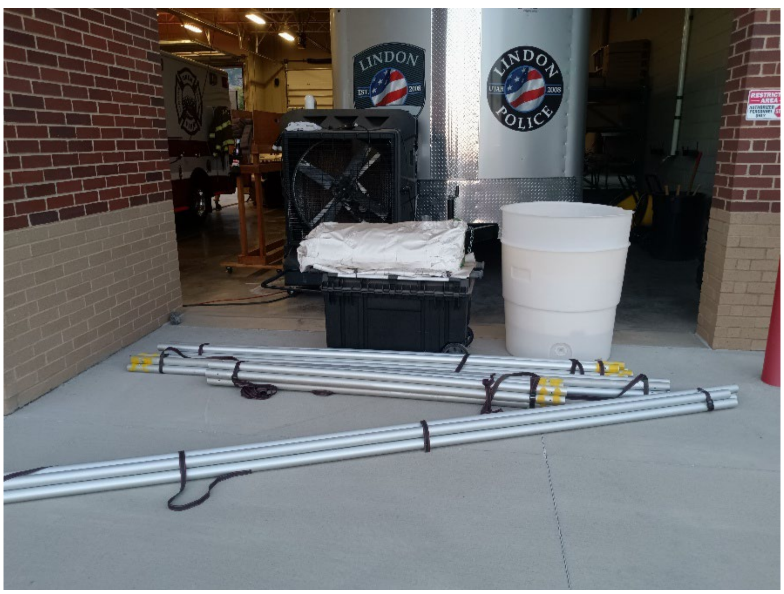
Proposed Item for Surplus

Items:
4 – 20' x 20' Walled Tent with Ballast System

Reason for surplus:

- Items purchased for COVID, never used.

Estimated value: $500 each



Alex Roylance
Facilities and Fleet Manager

LINDON, UTAH
PROCLAMATION

CONSTITUTION MONTH

SEPTEMBER 2026

WHEREAS, on September 17, 1787, after months of thoughtful and difficult debate, the delegates to the Constitutional Convention signed the Constitution of the United States of America, establishing a government founded upon the principles of liberty, representative government, individual rights, and the rule of law; and

WHEREAS, the Constitution, beginning with the enduring words "We the People," established a system of separated powers, checks and balances, and federalism designed to preserve liberty while providing an effective and lasting framework for our Republic; and

WHEREAS, the Bill of Rights and subsequent amendments strengthened that framework and affirmed fundamental freedoms and protections that Americans cherish, including freedom of religion, speech, and the press, due process of law, equal protection, and the right of citizens to participate in their government; and

WHEREAS, for more than two centuries, the Constitution has endured through times of peace and war, prosperity and hardship, providing Americans a means to resolve differences under law and pursue the promise of a more perfect Union; and

WHEREAS, September 17 is nationally recognized as Constitution Day and Citizenship Day, and the State of Utah recognizes September as American Founders and Constitution Month, providing an opportunity to remember our nation's founding and renew our understanding of the principles upon which our Republic was established; and

WHEREAS, Lindon City recognizes that the freedoms secured by our Constitution are preserved not by words on parchment alone, but by informed and engaged citizens who understand their rights, fulfill their responsibilities, respect the rights of others, and participate in their communities;

NOW, THEREFORE, I, CAROLYN O. LUNDBERG, Mayor of Lindon City, Utah, do hereby proclaim **September 2026** as **CONSTITUTION MONTH** in Lindon City, and encourage our citizens to read and study the Constitution, learn about the individuals and events that shaped our nation, teach future generations the principles of liberty and responsible citizenship, and remember those who have sacrificed to preserve our freedoms.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of Lindon City, Utah, to be affixed this 8th day of September, 2026.

LINDON CITY SEAL:

____

CAROLYN O. LUNDBERG, MAYOR
Lindon, Utah

8. **Review & Action: AC installation at Veterans Hall & Aquatic Center.** The Council will review and consider whether to install air conditioning at the Veterans Hall in the Lindon City Center Park. The building has a swamp cooler that is not effective at sufficiently cooling the building when temps exceed about 90 degrees, and the city is receiving complaints from those renting the facility. Air conditioning units are also requested to be installed in the Aquatic Center mechanical room (under the slides) where pump equipment is running very hot and electrical equipment may be damaged by high heat.

Sample Motion: I move to (approve, continue, deny) the installation of AC units at the Veterans Hall & Aquatic Center (as presented or amended).

PROFESSIONAL HEATING & AIR CONDITIONING
TO THE RESCUE
Telephone 785-3007 • Fax 785-3008
396 South 100 East - P.O. Box 236
Pleasant Grove, Utah 84062

bryant Factory Authorized Dealer
Heating & Cooling Systems

PROPOSAL

PROPOSAL TO

Lindon City Center
100 N. State St.
Lindon UT 84042

JOB ADDRESS:

Veterans Hall
185 W 200 N
Lindon Utah

Technician	DATE	PROPOSAL #
Hanks, Kelly	8/3/2026	0000085251

DESCRIPTION	PRICE
Install (2) Bryant Legacy 14 SEER 2 ton R-454B A/C systems with all connections, parts, and labor. Model # 134SAN024. Price does not include high voltage.	11,200.00
TOTAL *Credit card transactions require a 3% merchant service fee	**$11,200.00**

Acceptance of Proposal: The above price, specifications, and conditions are satisfactory and are hereby accepted. Professional Heating and A/C is authorized to do the work with payment as it is specified in proposal.

(If proposal provides installation options, please circle the proprosal price you are agreeing to.)

Signature:_______________________________ **Print Name:** ___________________________ **Date:**______________

Professional Heating and Air Conditioning reserves the right to assess finance charges at an annual interest rate of 18% on all bills not paid within 30 days of the date on invoice. Previously made payment arrangements will be honored.
Thank You!

PROFESSIONAL HEATING & AIR CONDITIONING
TO THE RESCUE
Telephone 785-3007 • Fax 785-3008
396 South 100 East - P.O. Box 236
Pleasant Grove, Utah 84062

bryant Factory Authorized Dealer
Heating & Cooling Systems

PROPOSAL

PROPOSAL TO:
Lindon City Center
100 N. State St.
Lindon UT 84042

JOB ADDRESS:
Aquatic Center
60 N State Street
Lindon UT 84042

Technician	DATE	PROPOSAL #
Hanks, Kelly	8/3/2026	0000085250

DESCRIPTION	PRICE
~~Install Bryant Comfort Series 21 SEER 3 ton heat pump ductless split with all connections, parts, and labor. Model #~~ 37MHRAQ36AA3. Model # 45MAHAQ36XA3. Price does not include high voltage.	~~17,200.00~~
~~Install (2) Mitsubishi 21 SEER 3 ton Heat pump ductless split units as per engineer spec. Indoor Unit: PKA-AK36NL,~~ Outdoor Unit: PUZ-AK36NL. Price includes all parts, connections and install labor. Does not include high voltage	~~24,750.00~~
Install Bryant Performance Series 26 SEER 3 ton heat pump ductless split with all connections, parts, and labor. Model # 37MARAQ36AA3. Price does not include high voltage.	17,700.00
~~Install Bryant Evolution Series light commercial 26 SEER 3 ton heat pump ductless split with all connections, parts, and~~ labor. Model # 37MAHAQ36AA3. Price does not include high voltage.	~~23,400.00~~
TOTAL *Credit card transactions require a 3% merchant service fee	~~**$83,050.00**~~

Acceptance of Proposal: The above price, specifications, and conditions are satisfactory and are hereby accepted. Professional Heating and A/C is authorized to do the work with payment as it is specified in proposal.

(If proposal provides installation options, please circle the proprosal price you are agreeing to.)

Signature:_______________________________ **Print Name:** ___________________________ **Date:**______________

Professional Heating and Air Conditioning reserves the right to assess finance charges at an annual interest rate of 18% on all bills not paid within 30 days of the date on invoice. Previously made payment arrangements will be honored.
Thank You!

9. **Public Hearing: Water Ordinance update (water shares updates); Ordinance #2026-15-O.** With the North Union Canal Company, and other associated water companies now dissolved, the Council will review and consider changes to Lindon City Code regarding what types of water shares are accepted for new development and/or for connection to the secondary water system.

Sample Motion: I move to (approve, continue, deny) Ordinance #2026-15-O (as presented or amended).

Ordinance Amendment – Water Shares Title 17 and Land Development Policies, Standard Specifications and Drawings Manual

Date: September 8, 2026 **Applicant**: Lindon City **Presenting Staff**: Juan Garrido **Type of Decision**: Legislative **Council Action Required**: Yes, the Planning Commission unanimously recommended approval	MOTION I move to recommend to (approve, deny, continue) ordinance amendment 2026-15-O (as presented, or with changes).

Overview:

- Lindon City is proposing amendments to Lindon City Code Title 17, Fee Schedule, and the Lindon City Land Development Policies, Standard Specifications and Drawings Manual to revise the types and amounts of water shares/irrigation water stock accepted by the City for development, permitting, and connecting to the City's water system.
- The proposed amendments discontinue the acceptance of North Union Canal water shares and certain equivalent water shares and instead authorize the acceptance of Alpine District Full water shares and certain equivalent water shares.
- The proposed amendments to Title 17 also provide clarifying language for accepting water shares or a fee in lieu of shares to the city.

Staff Analysis:

North Union Canal was constructed in 1865 and for over 150 years provided irrigation water to residents of Lindon City and surrounding communities. Due to long-term maintenance and inefficient delivery of irrigation water, Lindon City made the decision to work with City water partners and transfer the delivery of irrigation water to the Provo River Aqueduct. With the change to deliver irrigation water through the Provo River Aqueduct, Lindon City needs to amend the type and amount of water shares that will be accepted by Lindon City for subdivision of property, land use applications, building permits, and property owners desiring to connect to the city secondary water system.

Previously Accepted Water Shares

Residential: 1 Share North Union
Industrial or Commercial: minimum ½ share North Union

Accepted equivalents of 1 share North Union

- 1.2 shares of Murdock/Provo Reservoir – Full
- ½ share Provo Bench Canal

Shares from the following water companies will only be accepted by the city for development in each company's respective service area as shown on the maps at the end of the Fee Schedule.

- 2 shares of Hollow Water Whole Stream
- 3 shares of Hollow Water Half Stream
- 2 shares of Cobbley Ditch
- 1.1 shares of Southfield & Spring Ditch

Proposed Accepted Water Shares

Residential: 1 Share Provo River Water Users Company (PRWUC) Alpine District Full

Industrial or Commercial: minimum ½ share Provo River Water Users Company (PRWUC) Alpine District Full

Accepted equivalents of 1 share Provo River Water Users Company (PRWUC) Alpine District Full

- 2 shares PRWUC Alpine District Late
- 1 share PRWUC Orem District Late share plus $12,000 per acre
- 9 shares PRWUC Alpine Contained
- 5 shares PRWUC Deer Creek Storage
- 3 shares Pleasant Grove Irrigation Company (PGIC)

Shares from the following water companies will only be accepted by the city for development in each company's respective service area as shown on the maps at the end of the Fee Schedule.

- 2 shares Hollow Water Whole Stream
- 3 shares Hollow Water Half Stream
- 2 shares Cobley Ditch
- 1 share Southfield & Spring Ditch

*Lindon City will continue to accept a fee in lieu of water shares. Lindon City charges 95% of the market rate, which is evaluated quarterly.

Exhibits

1. Draft Ordinance

ORDINANCE NO. 2026-15-O

AN ORDINANCE OF THE CITY COUNCIL OF LINDON CITY, UTAH COUNTY, UTAH, AMENDING LINDON CITY ORDINANCES 13.19.010, 17.32.250, 17.66.005, 17.66.010 AND CHAPTER 2 SECTION 1.07 OF THE LINDON CITY LAND DEVELOPMENT, POLICIES, STANDARD SPECIFICATIONS AND DRAWINGS AND PROVIDING FOR AN EFFECTIVE DATE.

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

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

WHEREAS, the proposed amendment is consistent with the goal of the Lindon City General plan to conserve water resources and to protect and enhance the Lindon City irrigation water system for future needs; and

WHEREAS, the North Union Canal was constructed in 1865 and for over 150 years provided irrigation water to residents of Lindon City and surrounding communities; and

WHEREAS, due to long-term maintenance and inefficient delivery of irrigation water, Lindon City decided to work with City water partners and transfer the delivery of irrigation water to the Provo River Aqueduct; and

WHEREAS, with the change to deliver irrigation water through the Provo River Aqueduct, Lindon City needs to amend the type and amount of water shares that will be accepted by Lindon City for subdivision of property, land use applications, building permits, and property owners desiring to connect to the city secondary water system; and

WHEREAS, the Lindon City Council finds that it is necessary to amend the Lindon City ordinances and Land Development, Policies, Standard Specifications and Drawings as referenced in this ordinance; and

WHEREAS, on August 25, 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 ordinance amendment and recommended that the City Council adopt the attached ordinance; and

WHEREAS, the Council held a public meeting on September 8, 2026, to consider the recommendation and the Council received and considered all public comments that were made therein.

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

SECTION I: Amend Lindon City Code Sections 13.19.010, 17.32.250, 17.66.005, 17.66.010 as follows:

13.19.010 Connection Fee.
The Connection Fee is satisfied by submitting and transferring ownership of the appropriate type and amount of water shares or paying a fee in lieu of water shares to Lindon City, as listed in the Lindon City Fee Schedule.

17.32.250 Water – Subdivider Obligation to Provide Sufficient Quantity.
The procurement of water shall be the responsibility of the subdivider; and water shall be provided for the exclusive use of Lindon City according to Chapter 17.66. In residential zones one (1) share of ~~North Union~~ Provo River Water Users Company (PRWUC) Alpine District Full Water or its equivalent per net acre shall be submitted and rounded to the nearest one-tenth (1/10) share per acre and in nonresidential zone one-half (1/2) share of ~~North Union~~ PRWUC Alpine District Full water or its equivalent per net acre shall be submitted (rounded to the nearest one-tenth (1/10) share per acre). Water shares other than ~~North Union~~ PRWUC Alpine District Full shall be accepted as per the Lindon City fee schedule and Chapter 17.66.

17.66.005 Purpose.
The purpose of this ordinance is to require the submittal of water stock (water shares) so that Lindon City can provide and ensure an adequate public water supply (both culinary and secondary water while maintaining and developing adequate distribution of systems to serve the needs of the City for present and future generations. Water submittal requirements described in this ordinance are consistent with goals and guidelines found in the ~~Public Facilities~~ Water Use and Preservation Element of the Lindon City general plan. At the direction of the City Council, implementation of this ordinance and acceptance of water stock may be handled administratively.

17.66.010 Transfer of Water.
No subdivision of land, pending land use application, or building permit shall be approved or issued, where such subdivision or permit is for residential, commercial, or industrial use where the supply of water is to be from the City water system, unless and until the subdivider shall first deliver to the City irrigation water stock as listed in the Lindon City Fee Schedule and further described in Section 17.32.250.

Applicants desiring building permits for parcels that have existing culinary water service that has previously served a residential, commercial, industrial building shall not be required to turn in water share for the property unless connection to the pressure irrigation system is desired. If connection to the pressure irrigation system is desired then water shares, or the fee in lieu of shares, shall be submitted to the City. Vacant parcels with culinary water service connections that have not been utilized for previous residential, commercial or industrial structures shall be required to turn in water shares at the time a building permit is issued for the property.

The City Council shall have the authority to require the transfer of more water than required herein when a proposed land use will have a water-intensive use which proposes to consume large quantities of water uncharacteristic of the area. Said water stock shall be held ~~in trust~~ by Lindon City for present and future water demands. Lindon City may use the water for any purpose in any area of the City which it deems appropriate so long as water from other sources is made available to the land so subdivided or developed. Upon delivery of the water stock provided for above, the subdivider, land use applicant, property owner, or building permit applicant, as the case may be, shall have no further interest of any kind or nature in and to said water stock.

~~In the event the~~ In lieu of conveying the required water shares to the city, an ~~subdivider~~ applicant with a pending land use application, ~~or~~ building permit application, or a property owner ~~permit applicant is unable to obtain the requisite water stock for transfer to Lindon City and demonstrates said inability to obtain said water stock to the satisfaction of Lindon City, the subdivider shall~~ may ~~then be allowed by Lindon City~~ elect to pay ~~to~~ the City ~~in cash the equivalent cost~~ a fee in an amount determined by the City from time to time. The fee shall be equal to ninety-five percent (95%) of the average equivalent market value of the water shares ~~of said water stock required to be delivered to the City, as set forth above~~ otherwise required to be conveyed to the City under this Section. ~~This money shall be placed by~~ Funds received by the City in lieu of water shares shall be used by Lindon City ~~in a fund to develop water within the City limits of Lindon City~~ for purposes associated with supplying water to the City and/or operating, maintaining, or replacing the water systems of the City.

SECTION II: Amend the Lindon City Land Development, Policies, Standard Specifications and Drawings Chapter 2 Section 1.07 as follows:

SECTION 1.07 DEDICATION AND FEE IN LIEU OF WATER SHARES

Dedication and fee in lieu of water shares ~~is~~ are described in Lindon City Code Sections 17.32.~~270~~ 250 and 17.66.010. Water share types and amounts, and equivalents accepted by Lindon City, are found in the Lindon City Fee Schedule.

SECTION III: 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 IV: 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 V: 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

10. Public Hearing: FY2026-27 Fee Schedule amendments, Accepted Water Shares; Resolution #2026-30-R. The Council will review and consider modifications to the accepted water shares required by Lindon City within the FY2026-27 Fee Schedule.

Sample Motion: I move to (approve, continue, deny) Resolution #2026-30-R (as presented or amended).

RESOLUTION NO. 2026-30-R

A RESOLUTION OF THE CITY COUNCIL OF LINDON CITY, UTAH COUNTY, UTAH, AMENDING VARIOUS SECTIONS OF THE LINDON CITY FEE SCHEDULE RELATED TO ACCEPTED WATER SHARES 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, Lindon City requires specific types of water shares to be submitted to the City prior to development and/or prior to connecting to the secondary irrigation (pressure irrigation or PI) system, and;

WHEREAS, due to dissolution of various irrigation and canal companies whose water shares have historically been accepted by Lindon City but are no longer valid, Lindon City is amending its currently accepted water share ordinances and policies; and

WHEREAS, Lindon City finds it necessary to update the FY2026-27 Fee Schedule which outlines the types of water shares that are acceptable and desired by the City in order to satisfy secondary water demands, and has identified water shares which will function within and provide the most benefit to Lindon's secondary water system, and which are capable of being delivered to Lindon's secondary water system; and

WHEREAS, these changes in acceptable water shares are critical for the continued service and viability of Lindon's secondary water system and its subsequent delivery and benefit to the properties within Lindon City; 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. This resolution shall take effect immediately upon passage.

PASSED AND ADOPTED by the Lindon City Council on this the 8th day of September, 2026.

____
Carolyn O. Lundberg, Mayor

ATTEST:

____
Britni Laidler, City Recorder

SEAL:

PROPOSED FEE SCHEDULE CHANGES

9/08/2026

CHANGES

DEVELOPMENT

Water Shares - prorated by lot size based on 1 acre (43,560 sq ft) of:

- Residential — 1 share ~~North Union~~ PRWUC Alpine District Full
- Industrial or Commercial — Minimum ½ share ~~North Union~~ PRWUC Alpine District Full

Users with large water usage may be required to turn in additional water shares after annual review. (PRWUC is Provo River Water Users Company.)

Accepted equivalents of 1 share ~~North Union~~ PRWUC Alpine District Full (NOTE: Lindon City only accepts water shares from the companies listed below, and with stipulations):

- ~~1.2 shares of Murdock/Provo Reservoir – Full~~
- ~~½ share Provo Bench Canal~~
- 2 shares PRWUC Alpine District Late
- 1 share PRWUC Orem District Late share plus $12,000 per acre
- 9 shares PRWUC Alpine Contained
- 5 shares PRWUC Deer Creek Storage
- 3 shares Pleasant Grove Irrigation Company (PGIC)
- Shares from the following water companies will only be accepted by the city for development in each company's respective service area as shown on the maps at the end of the Fee Schedule.
  - 2 shares of Hollow Water Whole Stream
  - 3 shares Hollow Water Half Stream
  - 2 shares of Cobbley Ditch
  - ~~1.1~~ 1 shares Southfield & Spring Ditch

11. **Review & Action: Dispatch Services Payment Agreement & Interlocal Agreement with Central Utah 911; Resolution #2026-23-R.** The Council will review and consider for adoption a Resolution authorizing the Mayor to sign a contract for services between Central Utah 911 and Lindon City to provide public safety dispatch services and adopt the Interlocal Agreement to become part of the Central 911 entity; and providing for an effective date.

    Sample Motion: I move to (approve, continue, deny) Resolution #2026-23-R (as presented or amended).

RESOLUTION NO. 2026-23-R

A RESOLUTION OF THE GOVERNING BODY OF LINDON CITY AUTHORIZING THE MAYOR TO SIGN A CONTRACT FOR SERVICES AND AN INTERLOAL AGREEMENT BETWEEN CENTRAL UTAH 911 "911" AND LINDON CITY TO PROVIDE PUBLIC SAFETY DISPATCH SERVICES, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to the Interlocal Cooperative Act, the parties desire to work together through joint and cooperative action that will benefit the residents of Lindon; and

WHEREAS, Lindon is a municipality located in Utah County, Utah which has been previously receiving dispatch services through a contract with the City of Orem, who subsequently contracts with Provo City for dispatch services; and

WHEREAS, the City of Orem provides fire & EMS services for Lindon City, and Lindon desires to continue this contract relationship; and

WHEREAS, the governing body of Lindon City has determined that due to increasing costs associated with current dispatch services, it is in the best interests of the citizens of Lindon to evaluate other alternatives for public safety dispatch service; and

WHEREAS, Central Utah 911 "911" provides dispatch services for public safety providers throughout Utah County; and

WHEREAS, Lindon and Orem have explored various options and has each determined that it can receive the best service for the most equitable price from 911; and

WHEREAS, Lindon is in the process of becoming a member of Central Utah 911; and

WHEREAS, the parties have negotiated this agreement ("Agreement") for Lindon & Orem to join as a members of Central Utah 911 and for Central Utah 911 to provide dispatch services to Lindon Police Department upon the terms and conditions specified herein;

WHEREAS, the parties do mutually agree, pursuant to the terms and provisions of the agreement.

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

Section 1. The Mayor is hereby authorized to sign a Contract for Services and the Interlocal Agreement between Central Utah 911 and Lindon City to provide public safety dispatch services to Lindon for its police department and public safety operations. Agreement is attached hereto as Exhibit A.

Section 2. This resolution shall take effect immediately.

PASSED AND APPROVED this 8th day of August, 2026.

CAROLYN O. LUNDBERG
Mayor

ATTEST: SEAL

BRITNI LAIDLER
City Recorder

MEMBERSHIP FEE AGREEMENT

This Membership Fee Agreement ("Agreement") among and between LINDON CITY, a Utah municipal corporation ("Lindon"), OREM CITY, a Utah municipal corporation ("Orem"), and Central Utah 911, a Utah interlocal agency (the "Agency"), is entered into as of the date upon which the final party hereto executes this Agreement.

RECITALS

WHEREAS Lindon and Orem are Utah municipalities (each a "City," and collectively, "Cities") located within Utah County that operate public safety, police, or fire and EMS departments;

WHEREAS the Agency is an interlocal entity consisting of public safety agencies operating under a Second Amended Interlocal Agreement for Joint and Cooperative Action of Central Utah 911;

WHEREAS the Agency provides public safety dispatching services within Utah and Juab Counties and various municipalities in those counties;

WHEREAS Lindon and Orem have sought to become members of the Agency;

WHEREAS representatives of Lindon and Orem made a presentation to the Agency Board on June 29, 2026, highlighting, among other things, the savings the present members of the Agency might realize by adding Lindon and Orem as members; and

WHEREAS the Agency Board approved Lindon and Orem to become members of the Agency upon payment of the required membership fee, and after approval of a resolution by the respective City Councils of Lindon and Orem, assenting to the terms of the Second Amended Interlocal Agreement for Joint and Cooperative Action of Central Utah 911 ("Interlocal Agreement"); and

WHEREAS the parties desire to memorialize the terms and conditions under which the membership fee is to be paid by the two Cities;

AGREEMENT

NOW, THEREFORE, for good and valuable consideration as set forth herein, the Parties hereto contract, covenant, and agree as follows:

1. MEMBERSHIP FEE. The Membership Fee, after consulting Section 10 of the Interlocal Agreement, and after careful consideration by the Agency Board and Staff, is determined to be $131,112 for Lindon and $961,485 for Orem, for a combined total Membership Fee of $1,092,597.00 as shown in Exhibit A.

2. INSTALLMENTS. The Membership Fee for each City shall be paid in five annual installments as outlined in Exhibit A. The installments herein shall be paid by July 15 each year, beginning July 15, 2027.

3. REDUCTION OF OREM'S MEMBERSHIP FEE. The Membership Fee for Orem (and the corresponding installment payments) may be reduced by certain deductions for software and equipment contributed to the Agency by Orem upon approval of the Utah Communications Authority ("UCA") (the "Reduced Membership Fee"), and further detailed as "Deductions" on Exhibit A; however, deductions are not limited to the items listed in Exhibit A and shall be adjusted to reflect the software and equipment actually provided by Orem.

4. MEMBER SAVINGS EVALUATION; MEMBERSHIP FEE ADJUSTMENT. On or around the one-year anniversary of Lindon's and Orem's membership in the Agency (i.e., approximately July 1, 2028), Agency staff shall evaluate the collective savings to the Agency members (those that existed prior to Lindon's and Orem's membership) by virtue of Lindon's and Orem's membership. If the collective savings exceeds the Reduced Membership Fee specified in Section 3 herein, then Lindon and Orem shall be given a credit towards the installment payments in an amount equal to 50% of the Reduced Membership Fee. The credit shall be divided proportionately between Lindon and Orem and applied toward the Membership Fee installments. If the collective savings do not exceed the Reduced Membership Fee, then no credit shall be applied. The Membership Fee with estimated Deductions and the estimated savings evaluation are outlined in Exhibit A.

5. OTHER MEMBERSHIP REQUIREMENTS. Nothing in this Agreement shall relieve Lindon and Orem from complying with the other provisions of the Interlocal Agreement, including adopting the existing Interlocal Agreement by a resolution of their respective City Councils. Pursuant to Section 10 of the Interlocal Agreement, membership in the Agency is effective when the prospective member pays the Membership Fee, approves a resolution adopting the Interlocal Agreement, and executes the Interlocal Agreement. Thereafter, pursuant to Utah Code Ann. § 11-13-204, the Agency shall submit the required documentation to the Lieutenant Governor to formally amend the Agency boundaries.

6. TERM; TERMINATION. The term of this Agreement shall be until the obligations contained herein are fulfilled or until any party terminates this Agreement. Either Lindon or Orem may terminate this Agreement as to that party by giving written notice to the other parties, in which case, that party will not be granted membership in the Agency. The Agency may terminate this Agreement by giving written notice to the other parties only up until the Cities are added as members of the Agency or for a material breach of this Agreement. If the Agency terminates this Agreement as to a City, other than for a material breach by a City, it shall refund any payments made by that City.

7. MATERIAL BREACH. Failure by a City to make an installment payment as specified herein shall constitute a material breach. Failure by the Agency to add a City as a member, if that City has complied with the provisions of this Agreement and all other requirements of State law as to membership in the Agency, shall constitute a material breach by the Agency, in which case the Agency shall refund all payments made by that City to the Agency under this Agreement. Remedies for material breach may include exclusion from membership.

8. MISCELLANEOUS.

    a. This Agreement is governed by the laws of the State of Utah.
    b. This Agreement may be amended only in writing signed by the parties hereto.
    c. This Agreement may be executed in counterparts and by electronic means.

[signatures follow]

LINDON CITY

Authorized by the Lindon City Council by motion or resolution adopted on ____________, 2026.

LINDON CITY by:

____
CAROLYN O. LUNDBERG, Mayor

ATTEST:

____
Britni Laidler, City Recorder

OREM CITY

Authorized by the Orem City Council by motion or resolution adopted on ____________, 2026.

OREM CITY by:

____
KAREN McCANDLESS, Mayor

ATTEST:

____
Teresa McKitrick, City Recorder

CENTRAL UTAH 911

Authorized by the Central Utah 911 Board of Directors by motion or resolution adopted on ____________, 2026.

CENTRAL UTAH 911 by:

____
ERNIE JOHN, Chair

ATTEST:

____
Tyler Jacobson, Secretary/Treasurer

EXHIBIT A

MEMBERSHIP FEE, ESTIMATED DEDUCTIONS, AND ESTIMATED SAVINGS CALCULATION

https://docs.google.com/spreadsheets/d/1M7ngN9r2SulP3BOrTpom0ZXh34jY4W-WxXYUKRCtKK4/edit?usp=sharing

MEMBERSHIP FEE CALCULATION	
BUY-IN FEE	
Impact Fee	$811,157
Hiring and Training	$114,240
L3Harris and Vesta Moving	$13,200
Consoles (includes hardware, computers, monitors, etc.)	$154,000
Total Fee	$1,092,597
88% Orem	$961,485
12% Lindon	$131,112
DEDUCTIONS FOR OREM*	
L3 Harris Radio Consoles - Quantity 6	$258,000
Vesta Phone Consoles - Quantity 6	$210,000
ATX - Quantity 4	$160,000
Total Deductions	$628,000
Orem's Initial Reduced Membership Fee	**$333,485**
Lindon's Initial Membership Fee	**$131,112**
Total Initial Membership Fee	**$464,597**
MEMBER SAVINGS EVALUATION/FEE ADJUSTMENT	
Estimated Existing Members Savings	$1,240,201
Actual Savings (First Year of Orem/Lindon's Membership)**	$1,240,201

Savings Percentage (Capped at 100%)	100.00%	
Savings Capped @ 50% of savings Per Membership Fee Agreement	50.00%	
Orem's Membership Fee Reduction	$166,743	
Lindon's Membership Fee Reduction	$65,556	
Total Membership Fee Reduction	$232,299	
TOTAL MEMBERSHIP FEE $232,299		
Orem's Initial Reduced Membership Fee w/ Adj.	**$129,063**	
Lindon's Initial Membership Fee w/ Adj.	**$103,236**	
Total Initial Membership Fee w/ Adj.	**$232,299**	
		Total
Orem's Payment Yr 1	$51,625	$51,625
Orem's Payment Yrs 2-5	$19,359	$77,438
Lindon's Payment Yr 1	$41,294	$41,294
Lindon's Payment Yr 2-5	$15,485	$61,941
		$232,299
*Deductions may vary		
**Replace with actual savings when known		

SECOND AMENDED INTERLOCAL AGREEMENT FOR JOINT AND COOPERATIVE ACTION OF CENTRAL UTAH 911

This Interlocal Agreement for Joint and Cooperative Action Amending the Central Utah Regional Dispatch Agency (the "Agreement") is made by and among Utah County (Utah), Juab County (Juab), Alpine City (Alpine), American Fork City (American Fork), Cedar Fort Town (Cedar Fort), City of Cedar Hills (Cedar Hills); Eagle Mountain City (Eagle Mtn), Elk Ridge City (Elk Ridge), Fairfield Town (Fairfield), Genola Town (Genola), Town of Goshen (Goshen), Highland City (Highland), Lehi City (Lehi), Payson City (Payson), Pleasant Gove City (Pleasant Grove), Salem City (Salem), Santaquin City (Santaquin), City of Saratoga Springs (Saratoga Springs), Spanish Fork City (Spanish Fork), City of Vineyard (Vineyard), City of Woodland Hills (Woodland Hills), and Nephi City (Nephi) (sometimes referred to herein individually as a "Party" and collectively as the "Parties"), pursuant to the provisions of the Interlocal Cooperation Act, Utah Code Ann. §11-13-101 et seq. (1953, as amended) (the "Act"). This Agreement is signed by the Parties on the dates indicated and is effective upon completion of the filing requirements of the Act.

RECITALS

A. The Act allows public agencies to jointly exercise any power, privilege, or authority exercised or capable of exercise by a Utah public agency for the betterment of itself and its constituents.

B. The Act provides that the public agencies may create a legal entity to exercise such powers, privileges, or authority.

C. The Parties share a common interest in providing dispatching emergency services for public safety agencies in unincorporated Utah and Juab Counties, as well as various cities identified herein located in Utah and Juab Counties.

D. The Parties recognize that the health and safety of residents and visitors of the Parties depend on prompt and efficient dispatch of emergency services and the Parties will exercise the powers, privileges, and authority granted through the laws of the State of Utah to achieve this purpose.

E. The Parties have found that prompt and efficient dispatching of emergency services can best be achieved by sharing resources, thus achieving economies of scale, minimizing duplication of costs, and eliminating artificial boundaries.

F. The Parties have determined that joint and cooperative action of the Parties in operating through a separate legal entity established under authority of the Act will help implement the desired economies of scale; promote the objectives stated above as well as the health, safety, and welfare of their residents and visitors, and provide other benefits.

H. The Parties hereto desire to jointly enter into this Agreement to accomplish the purposes set forth herein.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto hereby contract, covenant, and agree as follows:

SECTION 1 - AMENDMENT

The Parties hereby amend that separate legal and administrative interlocal entity known as "Central Utah 911," empowered under the authority of the Act to be a public agency and political subdivision of the State of Utah (the "Agency") by adding Pleasant Gove as a member of the Agency and modifying how new members in Utah and Juab Counties may be added.

SECTION 2 - DEFINITIONS

Capitalized terms used herein shall have the meanings ascribed to them in this Section, as well as such other meanings as are clear from the context:

Act: the Utah Interlocal Cooperation Act, Utah Code Ann. §11-13-101 et seq.

Alternate Director: an individual appointed as an alternate to a Director as provided in this Agreement.

Agency: the Central Utah 911 Agency as amended pursuant to this Agreement.

Agency Service Area: that area serviced by the Agency, as shown on the map attached hereto as Exhibit A.

Board: the Board of Directors of the Agency, which is the governing body of the Agency.

Director: an individual appointed by a Member to serve on the Board as provided herein.

Dispatch: the act of receiving and calling out emergency services, including 911 calls, generally related to police, fire, ambulance (EMT, paramedic, etc.), or search and rescue. The events require dispatch to stay in contact with the emergency services until the incident is completed.

Facility: any property or works owned, operated, or used by the Agency in connection with the advancement of the purposes for which the Agency was created, including, without limitation, buildings and other structures, wherever such facilities may be located, computer equipment and radios used to dispatch, relay devices and towers, and other real or personal property deemed necessary to fulfill the purposes of the Agency.

Member(s): public agencies consisting of Utah County, Juab County, Alpine City, American Fork City, Cedar Fort Town, City of Cedar Hills, Eagle Mountain City, Elk Ridge City, Fairfield Town, Genola Town, Town of Goshen, Highland City, Lehi City, Nephi City, Payson City, Pleasant Grove City, Salem City, Santaquin City, City of Saratoga Springs, Spanish Fork City, City of Vineyard, and the City of Woodland Hills, which currently constitute all of the Parties to this Agreement, and any additional Members admitted as provided in this Agreement.

Non-Member Contracting Entity: a public entity which provides emergency services that elects, by contract, to have the Agency provide dispatch services for it.

Public Entity: a political subdivision of the State of Utah or any agency of the federal government.

SECTION 3 – AGENCY PURPOSES

A. The purposes of the Agency are to:
   1. dispatch emergency services for the public safety departments of its Members;
   2. operate, administer, manage, repair, and replace equipment necessary to dispatch emergency services;
   3. enjoy economies of scale and other benefits made possible through the joint and cooperative action of the Members;
   4. train dispatchers to promptly and efficiently dispatch emergency services, to work with emergency services personnel through the conclusion of an incident, and to calm and direct members of the public who make 911 or other emergency calls to the dispatch center.

B. The Parties recognize that the accomplishment of such purposes are in the best interests of and promote the health, safety, and general welfare of the Parties and their respective residents and visitors.

SECTION 4 – POWERS

A. In order to accomplish the purposes of the Agency, it shall, without limitation, have the power to:
   1. Own, acquire, finance, operate, maintain, repair, and replace Facilities and lease and/or dispose of such Facilities;
   2. Employ and train dispatchers to work with emergency services personnel to provide emergency services to the public;

3. Enter into contracts with public and private entities, as deemed beneficial by action of the Board;
4. Prepare, update, and implement capital improvement plans;
5. Consult and participate with the State of Utah, and other government entities on issues relating to emergency services, dispatching, allocation of funding and resources, and otherwise cooperate to provide prompt and efficient dispatching of emergency services;
6. Acquire, possess, lease, encumber, and dispose of personal and real property;
7. Contract with Non-Member Contracting Entities that wish to have the Agency dispatch for them;
8. Contract for the provision of services to or from the Agency;
9. Contract for professional services consultants;
10. Employ such persons as it deems necessary;
11. Borrow money or incur indebtedness, including the issuance of revenue and other bonds, notes, and other obligations as permitted by law;
12. Pledge, assign, or otherwise convey as security for the payment of any indebtedness, the Agency's revenues and receipts;
13. Exercise the power of eminent domain as authorized under the Act;
14. Take such other actions, engage in such other transactions, enter into such contracts and agreements, and do all other things as may be necessary, convenient, or appropriate to accomplish its purposes or carry out any of its purposes or powers;
15. Contract for property, liability, and other insurance coverages and contracts as needed to protect the Agency, its Members, Directors, officers, and employees from and against any claim and/or loss; and
16. Exercise all powers now or hereafter granted to an Interlocal entity pursuant to the Act.

SECTION 5 – GOVERNANCE

A. **Board of Directors**.

1. The Agency shall be governed by a Board of Directors consisting of one director appointed by each Member ("Directors").
2. Each Director shall serve at the pleasure of the Member who appointed them and continue to serve until his or her successor is appointed and qualified. If a Director resigns, dies, is removed, or is otherwise unable to finish their service, the Alternate Director shall act in the stead of the Director who is no longer available. Thereafter the Member shall appoint a new Director or a new Alternate Director in accordance with Section 5(A)(1) and 5(B)(2).

B. **Transaction of Board Business; Alternate Directors**.

1. Votes Required for Board Action. It requires a majority weighted vote of the Board, as set forth in the by-laws, to pass any measure.

2. Alternate Directors. Each Member making an appointment to the Board shall also appoint an Alternate Director for each Director it appoints to the Board, following the procedure set forth in Section 5(A)(1). The Alternate Director shall have no vote, except in the absence of the Director for whom he/she is an alternate, in which event the Alternate Director shall be authorized to cast a vote in place of the absent Director.

C. **Board Meetings**. The Board shall hold a regular Board meeting on a monthly basis, as scheduled by the Board, and may call and convene such other special Board meetings as shall be necessary to accomplish its work.

D. **Committees**.

1. Committees. The Board may appoint such committees and sub-committees as necessary for the Agency to exercise its powers in the accomplishment of its purposes.

SECTION 6 – OFFICERS

A. **Board Officers**. The Board shall appoint from among its Directors a chair, vice chair, and secretary/treasurer. The chair and vice chair shall be appointed to serve one year terms, and may serve up to three consecutive terms. The secretary/treasurer may be appointed to serve up to a three-year term, but may not serve consecutive terms. Except for the initial terms, all terms shall commence and end with the beginning and ending of the Agency's fiscal year. The initial chair and vice chair may serve the balance of the initial fiscal year, plus the next full fiscal year. The initial secretary/treasurer may serve the balance of the initial fiscal year, plus the next two full fiscal years. At least one of the Board Officers shall represent Juab or Nephi until June 30, 2021 after which officers may be elected from any of the Members' directors.

B. **Executive Director**. The Board may appoint an executive director, who shall be a paid employee of the Agency. The executor director shall be employed at the discretion of the Board and shall be responsible to the Board for the proper and efficient administration of the Agency. The executive director shall plan, organize, and direct Agency activities as directed by the Board, appoint and, subject to applicable law, remove employees, authorize expenditures within the budget approved by the Board, and take such other actions which are authorized from time to time by the Board.

SECTION 7 – FISCAL YEAR

The fiscal year for the Agency shall be from and including July 1 through the following June 30.

SECTION 8 – BUDGET AND FINANCING

A. **Budgets**. The budget for the Agency shall be established and maintained by the Board. Tentative budgets shall be prepared by the Board on or before March 1 each year and submitted to each Director. The final budget shall be adopted by the Board during June of each year.

B. **Funding and Assessments**. 911 monies from each Member will be assigned to the Agency. In addition, the Agency shall make assessments to the Members to make up for the difference between the 911 monies and the costs to operate the Agency. Such assessments shall be apportioned among the Members on such basis as the Board determines proper, in its sole discretion. The Agency will notify Members of its proposed budget by March 1 of each year and invoice for the same on or about July 1 each year. Each Member shall pay the assessment within thirty (30) days of being invoiced. Any Member which does not pay assessments will subject them to expulsion from the Agency, or such other sanctions as the Board determines equitable under all the circumstances. A Director representing a Member or other entity which has not paid its assessment may not vote on any matter during any period in which the Member or other entity is delinquent on payment of any assessment.

C. **Advances of Funds; Contributions**. Contributions or advances of funds or of personnel, supplies, equipment, or property may be made to the Agency by any Member or Non-Member Contracting Entity to accomplish the purposes of the Agency. Any such advance may be made subject to reimbursement as agreed by the Member, any Non-Member Contracting Entity, and the Agency.

D. **Project Financing**. A Project may be financed in whole or in part by the issuance of bonds and/or notes of the Agency payable from or secured by the revenues and receipts derived from the ownership and operation of such Project. No Member, nor any entity represented on the Agency Board, shall be liable for any bond, note, indebtedness, or other obligation incurred by the Agency, nor liable for the indebtedness of any other Member, nor liable for any indebtedness or other obligation with respect to a Project, other than the obligations of such Member arising under its contracts with the Agency related to each separate Project.

SECTION 9 – TERM

The Agency shall exist for the later of fifty (50) years from the effective date of this Agreement, or five years after it has fully paid or otherwise discharged all of its indebtedness, as authorized by §11-13-204(3)(a) and (b) of the Act. Existing or future provisions of the Act allowing for a longer term automatically extend the term of this Agreement to the longest term allowed by the Act. An amendment to this Agreement may extend the term. The term shall commence when this Agreement is adopted by each Member and approved by an attorney for each Member, as provided in the Act, placed with the keeper of records of each Member, and provisions of the Act required for initial formation of the Agency have been completed.

SECTION 10 – ADDING FUTURE MEMBERS

Governmental entities operating public safety departments that are located in Utah or Juab Counties may join the Agency by following the procedures in this section without the necessity of amending this Agreement. Future members are admitted when the Board has approved an application by an entity seeking admission to the Agency, the entity has adopted a resolution accepting the interlocal agreement, as it may have been amended at the time of admittance of the future member, executed the appropriate interlocal agreement, and paid the required membership fee.. Newly admitted members to the Agency will be assessed a membership fee equal to the pro-rata portion of the value of assets owned by the Agency at the time of admittance. The membership fee shall be determined by taking the value of the Agency assets and dividing that number by the proportion of each Member=s contribution to the total Agency budget for the previous fiscal year, along with what the New Member’s contribution would have been. Newly admitted members shall have equal footing with all Members upon being added as Members.

SECTION 11 – WITHDRAWAL

A Member may withdraw from the Agency subject to such terms and conditions as shall be specified in a withdrawal agreement between the Member and the Agency. Such withdrawal shall not affect any contractual liability of such Member to the Agency or to other Members. No Member shall be permitted to withdraw if such withdrawal would cause the Agency’s existence to terminate, or otherwise cause the Agency to be in violation of any contract or bond obligation set forth in any indenture, contract, or other agreement with any third party, except upon consent of the Board. A withdrawing Member is not entitled to receive any of the assets of the Agency upon its withdrawal. One year’s notice of intent to withdraw must be given prior to the end of a fiscal year.

SECTION 12 – TERMINATION

A. The Agency shall be terminated and dissolved upon a unanimous vote of the Board.

B. Upon termination, the Members are entitled to receive a distribution of Agency assets, based upon their individual capital contributions to the Agency. If capital contributions cannot be determined, the Members may distribute the assets in an equitable manner, as shall be determined by the Board in its discretion.

C. If the Members cannot agree on an equitable distribution, they shall resort to mediation to resolve the conflict. If mediation does not resolve the disagreement, an arbiter shall be chosen by the Board, who shall hear arguments of the Parties and make a distribution. The distribution made by the arbiter shall be final and non-appealable.

SECTION 13 – MISCELLANEOUS

A. This Agreement is governed by the laws of the State of Utah.

B. The Members and any Non-Member Contracting Entity shall not be deemed to be partners, joint venturers, or associated in any manner which obligates them for the debts, defaults, or mistakes of any other party, or which renders them liable for the debts or obligations of the Agency.

C. Should any part, term, or provision of this Agreement be held by a court of proper jurisdiction as void, illegal, in conflict with any law, or otherwise rendered unenforceable, the validity of the remaining portions shall not be affected, unless the purposes of the Agency are thwarted thereby.

D. Directors shall have no liability to any Member for any act or omission in the performance of his/her duties as a Director.

E. The Agency shall defend, indemnify, and hold harmless the Directors, officers, and employees for any action taken within the scope of the authority of the Agency.

F. The Agency is entitled to the protections, obligations, and responsibilities conferred on public agencies by the Utah Governmental Immunities Act.

G. This Agreement is unique to the Members hereof, and is, therefore, not assignable, though qualified public entities may be added according to the procedure set forth herein.

H. This Agreement shall only be amended, in writing, upon the unanimous approval of the Members hereof.

SECTION 14 – NOTICE TO THE LIEUTENANT GOVERNOR

The governing body of each Party to this Agreement shall: (i) within 30 days after the date of the Agreement, jointly file with the Lieutenant Governor of the State of Utah a copy of a notice of an impending boundary action, as required in the Act; and submit to the recorders of Utah County and Juab County mylar plats showing the new boundaries of the Agency..

SECTION 15 – FILING OF THIS AGREEMENT

This Agreement shall take effect upon the filing of a fully-executed copy of this Agreement with the keeper of records of each of the Parties hereto.

NEPHI CITY

Authorized by Resolution No. 4-21-20, adopted on April, 21, 2020

NEPHI CITY by:

GLADE NIELSON, Mayor

Attest:

Lisa E. Brough, City Recorder

Approved as to form and compliance
with applicable law:

KASEY WRIGHT, City Attorney

JUAB COUNTY

Authorized by Resolution No. _____, adopted on ____________, 2020

JUAB COUNTY by:

____
Clinton Painter,
County Commission Chair

Attest:

____
Alaina Lofgran, County Clerk

Approved as to form and compliance
with applicable law:

____
Ryan Peters, Juab County Attorney

SPANISH FORK CITY

Authorized by Resolution No. 20-11, adopted on April 21, 2020

SPANISH FORK CITY by:

STEVE LEIFSON, Mayor

Attest:

Kent R. Clark

KENT R. CLARK, City Recorder

Approved as to form and compliance
with applicable law:

VAUGHN PICKELL, City Attorney

PAYSON CITY

Authorized by Resolution No. 05-06-2020-G, adopted on May 6, 2020

PAYSON CITY by:

William R Wright

WILLIAM R. WRIGHT, Mayor

Attest:

Kim E Holindrake

Kim Holindrake, City Recorder

Approved as to form and compliance with applicable law:

Mark Sorenson, City Attorney

PAYSON CITY SEAL UTAH

SALEM CITY

Authorized by Resolution No. __________, adopted on April 15, 2020

SALEM CITY by:

KURT L CHRISTENSEN, Mayor

Attest:

JEFFREY D. NIELSON, City Recorder

Approved as to form and compliance with applicable law:

VAUGHN PICKELL, City Attorney

SALEM CITY CORPORATE SEAL UTAH COUNTY, UTAH

UTAH COUNTY

Authorized by Resolution No. 267, adopted on April 15, 2020

UTAH COUNTY by:

DocuSigned by:
Tanner Ainge
B5F901465FEC43D...

TANNER D. AINGE,
County Commission Chair

Attest:

DocuSigned by:
Alice Black
3937075D91C74D8...

Amelia Powers Gardner, County Clerk

Approved as to form and compliance
with applicable law:

DocuSigned by:
Robert J Moore
889C11BACFB8471...

DAVID O. LEAVITT
By Deputy

SANTAQUIN CITY

Authorized by Resolution No. 04-09-2020, adopted on April 21st, 2020

SANTAQUIN CITY by:

KIRK HUNSAKER, Mayor

Attest:

K. Aaron Shirley, City Recorder

Approved as to form and compliance with applicable law:

Brett Rich, City Attorney

GENOLA TOWN

Authorized by Resolution No. 2020-02, adopted on the 13th day of May, 2020.

GENOLA TOWN by:

Martin Larson

Martin Larson, Mayor

ATTEST:

Lucinda Thomas

Lucinda Thomas, Genola Town Clerk

APPROVED AS TO FORM:

Joshua Nielsen, Genola Town Attorney

AMERICAN FORK CITY

Authorized by Resolution No. 2020-05-08R , adopted on May 12, 2020

AMERICAN FORK CITY by:

____
BRADLEY J. FROST, Mayor

Attest:

Terilyn Lurker
____
TERILYN LURKER, City Recorder

Approved as to form and compliance
with applicable law:

____
CHERYLYN EGNER, City Attorney

AMERICAN FORK CITY
CORPORATE SEAL
UTAH COUNTY
STATE OF UTAH

ALPINE CITY

Authorized by Resolution No. R2020-05, adopted on April 14, 2020

ALPINE CITY by:

____
TROY STOUT, Mayor

Attest:

____
CHARMAYNE WARNOCK, City Recorder

Approved as to form and compliance
with applicable law:

____
DAVID CHURCH, City Attorney

Alpine City
CORPORATE
Seal
Utah County, Utah

LEHI CITY

Authorized by Resolution No. 2020-25, adopted on April 14, , 2020

LEHI CITY by:

M Johnson

MARK JOHNSON, Mayor

Attest:

Teisha Wilson

TEISHA WILSON, City Recorder

Approved as to form and compliance with applicable law:

Ryan V. Wood

RYAN WOOD, City Attorney

CITY OF SARATOGA SPRINGS

Authorized by Resolution No. 20.22, adopted on May 5, 20~~18~~20

CITY OF SARATOGA SPRINGS by:

JIM MILLER, Mayor

Attest:

CINDY LoPICCOLO, City Recorder

Approved as to form and compliance with applicable law:

KEVIN THURMAN, City Attorney

CITY OF CEDAR HILLS

Authorized by Resolution No.04-14-2020C, adopted on April 14, 2020

CITY OF CEDAR HILLS by:

Jenney Rees

JENNEY REES, Mayor

Attest:

Colleen A. Mulvey

COLLEEN MULVEY, City Recorder

Approved as to form and compliance with applicable law:

CRAIG HALL, City Attorney

City of Cedar Hills State of Utah

EAGLE MOUNTAIN CITY

Authorized by Resolution No. 06-2020, adopted on April 21, 2020

EAGLE MOUNTAIN CITY by:

TOM WESTMORELAND, Mayor

Attest:

FIONNUALA KOFOED, City Recorder

Approved as to form and compliance with applicable law:

JEREMY COOK, City Attorney

ELK RIDGE CITY

Authorized by Resolution No. 20-04-14-2R adopted on April 14, 2020

ELK RIDGE CITY by:

____
TY ELLIS, Mayor

Attest:

____
ROYCE SWENSEN, City Recorder

Approve as to form and compliance
with applicable law:

____
David Church, City Attorney

CITY OF WOODLAND HILLS

Authorized by Resolution No. 11, adopted on April 14th, 2020

CITY OF WOODLAND HILLS by:

WENDY PRAY Mayor

Attest:

JODY STONES, City Recorder

Approved as to form and compliance
with applicable law:

DAVID CHURCH, City Attorney

HIGHLAND CITY

Authorized by Resolution No. R-2020-13, adopted on April 21, 2020

HIGHLAND CITY by:

____
ROD MANN, Mayor

Attest:

____
Stephannie Cottle, City Recorder

Approved as to form and compliance
with applicable law:

____
Rob Patterson, City Attorney

CEDAR FORT TOWN

Authorized by Resolution No. 610, adopted on Nov. 8, 2018

CEDAR FORT TOWN by:

David T. Gustin

DAVID GUSTIN, Mayor

Attest:

Cara Lyon

CARA LYON, City Recorder

Approved as to form and compliance with applicable law:

____

DAVID CHURCH, City Attorney

FAIRFIELD TOWN
SECOND AMENDED INTERLOCAL AGREEMENT FOR JOINT AND COOPERATIVE ACTION OF CENTRAL UTAH 911 - RESOLUTION NUMBER 05-12-20.

Resolution adopted 12th day of May, 2020.

FAIRFIELD TOWN by:

BRAD GURNEY, Mayor

Attest:

Stephanie Shelley, Town Recorder

FAIRFIELD
Mayor/Recorder
SEAL

TOWN OF GOSHEN

Authorized by Resolution No. 04-01-2020, adopted on April 14, 2020

TOWN OF GOSHEN by:

STEVEN STAHELI , Mayor

Attest:

RACHEL PENA, Town Clerk

Approved as to form and compliance with applicable law:

BRETT RICH, City Attorney

CITY OF VINEYARD

Authorized by Resolution No. 06, adopted on May 13, 2020

CITY OF VINEYARD by:

____
JULIE FULLMER, Mayor

Attest:

____
PAMELA SPENCER, City Recorder

Approved as to form and compliance with applicable law:

____
DAVID CHURCH, City Attorney

PLEASANT GROVE CITY

Authorized by Resolution No. 2020-020, adopted on 4/14, 2020

PLEASANT GROVE CITY by:

GUY L. FUGAL, Mayor

Attest:

KATHY T. KRESSER, City Recorder

Approved as to form and compliance with applicable law:

CHRISTINE PETERSEN, City Attorney

LINDON CITY

Authorized by Resolution No. ______, adopted on ___________, 2026

LINDON CITY by:

____
CAROLYN LUNDBERG, Mayor

Attest: [seal]

____
Britni Laidler, City Recorder

Approved as to form and compliance
with applicable law:

____
Brian Haws, City Attorney

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

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