Lindon City Council
Staff Report

Prepared by Lindon City Administration

November 2, 2026

Notice of Meeting of the *Lindon City Council*

The Lindon City Council will hold a meeting **at 5:15 pm on Monday, November 2, 2026** in the Lindon City Center Council Chambers, 100 North State Street, Lindon, Utah. Meetings are typically broadcast live at www.youtube.com/user/LindonCity. The agenda will consist of the following:

Scan or click here for link to download agenda & staff report materials:

REGULAR SESSION – 5:15 P.M. - Conducting: Carolyn Lundberg, Mayor
Invocation: Steve Stewart, Councilmember
Pledge of Allegiance: By invitation

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

2. **Presentations and Announcements:**

   a) Employee Recognition Award, Kaden Porter, Recreation Dept. Front Desk Attendant
   b) Just Serve, Outstanding Volunteers Recognition: Randi Powell & Gay Fawn Mikesell
   c) Announcements/Comments from Council Members.

3. **Open Session for Public Comment** *(For items not listed on the agenda)*

4. **Council Reports**

5. **Administrator's Report**

6. **Approval of Minutes —** The minutes of the regular City Council meeting from October 5, 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) Surplus Equipment Disposal; Resolution #2026-39-R
   b) 2027 Public Meeting Schedule; Resolution #2026-42-R
   c) Storm Water Management Plan (SWMP) Approval; Resolution #2026-43-R

8. **Review & Action: Cell Tower Location and Design Approval.** The Council will review and consider a request by Atlas Tower for a new 80' tall cell tower to be located adjacent to I-15 at 335 S. 1250 W.

9. **Review & Action: General Plan Future Land Use Map Amendment – Timpanogos School District; Ordinance #2026-21-O.** Timpanogos School District is requesting to amend the General Plan Future Land Use Map for the properties at 460 N. State Street and 490 N. State Street from Transit/Commercial Node, General Commercial, and Low Density Residential to Community Facilities. The Planning Commission recommends approval of the request.

10. **Review & Action: Zoning Map Amendment – Timpanogos School District; Ordinance #2026-22-O.** Timpanogos School District is requesting to amend the Lindon City Zoning Map for the property located at 460 N State Street from Commercial General A (CG-A) to Public Facilities (PF). The Planning Commission recommends approval of the request.

11. **Review & Action: General Plan Street Master Plan Map Amendment – Future Cul-de-sac Street; Ordinance #2026-20-O.** The Council will review a request by Brook Blackhurst for an amendment to the Lindon City General Plan Street Master Plan Map to include a future cul-de-sac street on the Lindon City General Plan Street Master Plan Map. The Planning Commission recommends approval of the request.

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

13. **Review & Action: 700 North Property Purchase; Interlocal Sales Tax Pledge Agreement, Parameters Resolution #2026-40-R.** Consideration for adoption of a resolution of the City Council of Lindon City, Utah authorizing and approving an Interlocal Sales Tax Pledge Agreement in connection with the issuance and sale of not more than $8,000,000 aggregate principal amount of Sales Tax and Tax Increment bonds, and related matters.

14. **Public Hearing: FY2026-27 Budget amendment; Resolution #2026-41-R**. The City Council will review & consider amendments to the FY2026-27 Budget.

15. **Review & Action:** Fee waiver request. The City Council will review and consider a request by Katrine Myers, Director of Horizon Outschool Academy, for a waiver of rental fees at the Veterans Hall.

16. **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: **October 30, 2026**; **Time: 9:00 a.m.**; Place: Lindon City Center, Lindon Police Dept., Lindon Community Development, Lindon Public Works, Lindon Community Center, Lindon Justice Court

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

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

Invocation: Steve Stewart, Councilmember
Pledge: By invitation

Item 1 – Call to Order / Roll Call

November 2, 2026 Lindon City Council meeting.

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

Item 2 – Presentations and Announcements

a) Employee Recognition Award, Kaden Porter, Recreation Dept. Front Desk Attendant
b) Just Serve, Outstanding Volunteers Recognition: Randi Powell & Gay Fawn Mikesell
c) Announcements/Comments from Council Members.

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

Item 4 - 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:

- December Newsletter: Jake Hoyt
- Shooting practice & lunch w/PD: Tuesday, Nov 5th @ Noon at City of Orem gun range
- Fall Clean Up (dumpsters at various locations): Nov 14th – 23rd
- City Offices closed Thurs/Fri, Nov 26th-27th for Thanksgiving Holiday
- Joint Timpanogos School District / City Council meeting, Monday, Dec 7th @ 4:00pm
- 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.

Item 6 – Approval of Minutes

- Review and approval of the regular City Council meeting from **October 5, 2026**.

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

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

REGULAR SESSION – 5:15 P.M.

Conducting:	Carolyn Lundberg, Mayor
Invocation:	Cole Hooley, Councilmember
Pledge of Allegiance:	Kolter Pulham

PRESENT	**EXCUSED**
Carolyn Lundberg, Mayor	Steve Stewart, Councilmember
Cole Hooley, Councilmember	
Lincoln Jacobs, Councilmember	
Jake Hoyt, Councilmember – arrived at 5:25 p.m.	
Van Broderick, Councilmember	
Michael Florence, Community Development Director	
Adam Cowie, City Administrator	
Brian Haws, City Attorney	
Britni Laidler, City Recorder	

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

2. **Presentations and Announcements:**

   a) *There were no Announcements/Comments from Council Members*

3. **Open Session for Public Comment** – Mayor Lundberg called for any public comments. The following comments were made:

Trent Pulham – residing at 97 South 900 East, expressed serious concern about excessive vehicle speeds on 900 East, describing a recent incident in which a teenager was traveling at an estimated 60 miles per hour in a residential area while Mr. Pulham's family was outside decorating. He noted that the existing speed bump in front of his home is badly deteriorated and no longer effective, with vehicle parts regularly being thrown into neighboring yards upon impact. He reported having already met with the police chief, who has since deployed officers to the area to gather speed data. Mr. Pulham requested that the Council and staff work collaboratively with residents to identify solutions, whether through improved or additional speed bumps, additional signage, or other traffic calming measures. He offered to host Council members and officers at his home to observe conditions firsthand.

Alan Palmer – residing at 16 South on a nearby street, corroborated Mr. Pulham's concerns, adding that drivers frequently veer into the gutter to avoid the speed bump in front of his home, creating a dangerous situation. He noted that he nearly collided with a vehicle while mowing his lawn and requested that any future remediation address the practice of driving in the gutter as well as outright speeding. He observed that the issue is not isolated to a single street and described it as a community-wide problem.

4. COUNCIL REPORTS:

Councilmember Jacobs – Councilmember Jacobs reported on his attendance at the Trash Con conference, highlighting sessions on recycling — particularly plastics — and proper disposal of lithium-ion batteries, which he noted are the source of frequent fires at landfill facilities. He emphasized the importance of public education, particularly through elementary schools, and noted that the planned rebuild of the North Point Solid Waste Station will include a learning center for this purpose. He also shared that park sprinklers are being winterized, October 16th is the final day for park reservations. Councilmember Jacobs also noted that a Halloween Spooktacular event is scheduled for October 30th at City Center Park. He closed with giving updates regarding the Planning Commission.

Councilmember Hoyt – Councilmember Hoyt reported receiving a community update from Police Chief Brower, noting both sobering enforcement statistics — arrests, DUIs, and drug-related canine operations — and positive community outreach efforts by the department.

Councilmember Broderick – Councilmember Broderick noted that approximately ten days remained in the irrigation season. He also reported that the Lindon Hollow Water project had begun one week ahead of schedule, with stream restoration work underway in the western part of town. Completion is anticipated before the end of November, with grant funding assisting the project.

Councilmember Stewart – *Councilmember Stewart was absent.*

Councilmember Hooley – Councilmember Hooley reported that his liaison groups are doing well and had nothing specific to report.

Mayor Lundberg – Mayor Lundberg announced the final Farmer's Market of the season on Thursday, October 9th from 5:00–8:00 PM at City Center Park, an annual community photo contest launched by the Planning Department, and a recent Movie in the Park event sponsored by the Days of Utah. She also provided an update on the Lindon Hollow Creek restoration project, describing the effort to remove invasive species and deteriorated concrete embankments along the waterway adjacent to the Heritage Trail. The project, funded in part through ARPA, aims to restore the ecology of the waterway and improve water conveyance. Mayor Lundberg credited Public Works Director, Juan Garrido, for

leading the effort, suggesting it may serve as a case study for other communities. The Heritage Trail will be temporarily closed during construction.

5. **Administrator's Report**
   - November Newsletter: Juan Garrido
   - Next Council meetings: October 19th, November 2nd
   - Halloween Spectacular, Oct 30th @ 6:30pm, City Center Park
   - Practice & lunch w/PD: Tuesday, Nov 5th @ Noon at City of Orem gun range
   - Fall Clean Up (dumpsters at various locations): Nov 14th – 23rd
   - City Offices closed Thurs/Fri, Nov 26th-27th for Thanksgiving Holiday
   - Joint Timpanogos School District / City Council meeting, Monday, Dec 7th @ 4:00pm
   - 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.

6. **Approval of Minutes** – The minutes of the regular City Council meeting from September 21, 2026.

COUNCILMEMBER JACOBS MOVED TO APPROVE THE MINUTES OF THE REGULAR CITY COUNCIL MEETING FROM SEPTEMBER 21, 2026 WITH NOTED CHANGES. COUNCILMEMBER BRODERICK SECONDED THE MOTION. 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) There are no consent agenda items.

CURRENT BUSINESS

8. **Public Hearing: Water Revenue Bond.** Public hearing to receive input from the public with respect to (i) the issuance of the Water Revenue Bonds and (ii) any potential economic impact that the project to be financed with the proceeds of the Water Revenue Bonds may have on the private sector.

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

City Administrator, Adam Cowie, provided an overview of the proposed water projects to be financed with proceeds from not more than $7,400,000 in Water Revenue Bonds. Primary projects include the completion of Well No. 5 and associated distribution piping, as well as replacement of aging water lines along Geneva Road and State Street. The Geneva Road and State Street replacements are timed to precede planned state resurfacing of those roadways. The bond proceeds are intended to cover projects over the first three years of the city's capital improvement plan.

Jason Burningham of LRB Public Finance Advisors, serving as the city's financial advisor, clarified that the public hearing was also required under state law and serves to receive any comment related to the issuance structure, security, project scope, or potential economic impacts on the private sector. He noted that on September 21st, the Council had adopted a parameters resolution and published a notice of intent, initiating the formal legal process for bond issuance.

City Administrator Cowie summarized the rationale for bonding: the city's capital project needs — driven both by accommodating growth and replacing aging infrastructure — exceed available cash reserves and near-term revenue inflow, necessitating borrowing to complete the projects on a timely basis.

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

Mayor Lundberg called for any further discussion or comments from the council. Hearing none, she moved onto the next agenda item.

9. **Review & Action: Water Revenue Bond; Resolution #2026-37-R.**
   Consideration of a resolution authorizing a preliminary official statement and an official statement, an official notice of bond sale, and all other related documents required in connection with the issuance and sale of not more than $7,400,000 aggregate principal amount of Water Revenue Bonds, Series 2026; authorizing the taking of all other actions necessary to the consummation of the transactions contemplated by the resolution; and related matters.

Mr. Burningham explained that Resolution #2026-37-R authorizes the Preliminary Official Statement (POS) in substantially final form. The POS is the marketing document used when going to the bond market and contains certain blanks — such as the final bond rating and interest rate — that will be filled in after the rating

agency meeting scheduled for Thursday and after the bonds are formally priced. The parameters for maximum amounts and interest rates were already established by the Council's September 21st resolution.

Councilmember Hoyt inquired about the anticipated interest rate. Mr. Burningham indicated that, based on current market conditions, a rate of approximately 4.9% was realistic for both the water and sewer bonds, assuming a AA- bond rating. He noted that rates have risen approximately 70–80 basis points since the project was first evaluated, driven in part by geopolitical uncertainty and general market movement, though some stabilization had occurred in the preceding week. He described the parameters resolution as intentionally providing flexibility to time the sale when market conditions are favorable, noting that the city is not attempting to predict rate movements over a multi-month period but rather to be responsive to conditions over a period of two to three weeks.

Councilmember Jacobs asked about the practical cost difference between the original projected rate and the current anticipated rate. Mr. Burningham estimated approximately $28,000 per year in additional debt service on the $7 million water bond — or roughly $560,000 annually versus approximately $540,000 at the original 4.2% rate.

Discussion also addressed the question of whether it is preferable to borrow the full three-year amount now versus issuing bonds in phases. Mr. Burningham summarized an analysis he had conducted comparing the "negative carry" cost — the difference between the bond interest rate and investment earnings on unused proceeds held in trust — against the future cost of issuance that would be incurred if a second bond sale were conducted. He concluded that borrowing the full amount now results in approximately $50,000 in savings compared to issuing bonds in stages, assuming investment earnings in the Public Treasurer's Investment Fund (PTIF) at or above approximately 1.5%. Proceeds would be held by a third-party trustee, with interest earnings either applied to additional project costs or used to offset debt service payments.

Councilmember Hoyt asked for confirmation that all listed projects represent genuine needs. Director Garrido, and City Administrator Cowie confirmed that all projects are critical. Director Garrido described a near-failure of the city's largest producing well several years prior and the urgency of bringing Well #5 fully online to provide redundancy. On the water line replacements, he noted the Geneva Road line alone had been repaired over 20 times, with individual repairs exceeding $30,000–$40,000 in asphalt restoration costs alone.

Mr. Burningham also addressed the city's credit outlook, noting that while Lindon is a small utility — which limits the maximum achievable rating — it benefits from high community wealth characteristics, strong per-capita sales tax generation (third highest in the state), low debt per capita, and favorable debt service coverage ratios. A double-A

minus rating is anticipated for the utility bonds, which he noted compares favorably to similarly sized districts.

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 #2026-37-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.

10. **Public Hearing: Sewer Revenue Bond.** Public hearing to receive input from the public with respect to (i) the issuance of the portion of the Sewer Revenue and Refunding Bonds and (ii) any potential economic impact that the Project to be financed with the proceeds of that portion of the Bonds may have on the private sector.

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

City Administrator Cowie provided an overview of the sewer projects proposed to be financed with bond proceeds, consisting primarily of sewer line replacement and upsizing projects throughout the community, as well as a critical sewer force main replacement. He noted that a new street connection between Lakeview Drive and State Street is included among the near-term projects highlighted in the capital plan. Director Garrido described the urgency of the force main project, explaining that during significant rain events, infiltration has overwhelmed lift stations, requiring emergency pump bypasses and notifications to the Department of Environmental Quality. He also described the deteriorating conditions of lines in the Gilman and Lakeview areas and the escalating cost of continued patching versus full replacement. He noted that boring costs alone under the railroad on 200 South have nearly doubled — from approximately $500,000 to close to $1 million — due to inflation from years of delay.

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

Mayor Lundberg called for any further discussion or comments from the council. Hearing none, she moved onto the next agenda item.

11. **Review & Action: Sewer Revenue and Refunding Bonds; Resolution #2026-38-R.** Consideration of a resolution authorizing a preliminary official statement and an official statement, an official notice of bond sale, and all other documents required in connection with the issuance and sale of not more than $3,500,000 aggregate principal amount of Sewer Revenue Bonds, Series 2026; authorizing the taking of all other actions necessary to the consummation of the transactions contemplated by the resolution; and related matters.

Mr. Burningham explained that Resolution #2026-38-R mirrors the action taken under Item 9, authorizing the Preliminary Official Statement for the Sewer Revenue and Refunding Bonds in substantially final form. The sewer and water bonds will be offered separately, each under its own prospectus, though they are intended to go to market on the same date. All parameters were set by the September 21st resolution.

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 #2026-38-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: North Pointe Solid Waste Special Service District, request for relief from certain utility fees.** The City Council, acting as a Board of Equalization, will review a request for relief from certain utility fees charged to North Pointe Solid Waste Special Service District.

Greg Hall, legal counsel for North Point Solid Waste Special Service District, and Neil Swindermann, General Manager, presented a request for relief from certain sewer-related utility fees associated with the district's six-inch water service meter. Mr. Hall explained that the six-inch line serves exclusively fire suppression and dust control purposes — water delivered through this line does not enter the sewer system, as there are no interior drains connected to it. Water not evaporated on site is captured in a detention pond and does not discharge to the storm drain system except in overflow conditions. The district's concern arose when a recent rate update caused fees on this account to increase substantially.

Staff, including Director Garrido and City Engineer Noah, met with the district's representatives on approximately September 8th and developed a recommendation to remove the sewer base, sewer usage, and sewer treatment fees from the six-inch meter account. The two-inch meter — which serves the facility's bathroom and interior water needs — would continue to be billed all applicable fees, including sewer charges, as that water does enter the sewer system.

Councilmember Hooley asked for clarification on the pipe designations and confirmed that the six-inch line physically cannot contribute flow to the sewer system. Director Garrido confirmed this. Councilmember Hooley also asked whether other large-meter accounts in the city might have similar circumstances. City Administrator Cowie indicated that the six-inch fire suppression arrangement is unique to North Point, but that other accounts would be welcome to submit requests for evaluation if warranted.

Councilmember Hoyt raised the question of whether Councilmember Jacobs, as a board member of North Point who had attended the Trash Con conference at the district's expense, should abstain from voting. City Attorney, Brian Haws, advised that no conflict of interest existed, as Councilmember Jacobs holds no personal financial interest in the matter and was fulfilling a city-assigned responsibility.

The Council acknowledged a net revenue impact of approximately $10,000 annually from removing the fees, which would be addressed through the city's annual rate evaluation process.

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

COUNCILMEMBER JACOBS MOVED TO APPROVE THE REQUEST BY NORTH POINTE SOLID WASTE SPECIAL SERVICE DISTRICT FOR RELIEF FROM CERTAIN UTILITY FEES 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.

13. **Discussion Item: Land uses within the LVC zone along 700 North.** The Council will review and provide feedback on adjustments that they desire regarding land uses within the LVC zone. Recommendations from the Council will be made to the Planning Commission for their consideration before coming back to the City Council for final review.

Community Development Director, Michael Florence, presented a discussion item regarding the Lindon Village Commercial (LVC) zone, specifically the approximately 24 acres owned by the Anderson family on the far west side of the 700 North corridor. Director Florence provided background on the zone's history: in 2016, the city established the LVC zone around a framework of seven prohibited uses, with all other uses governed by the standard land use table. In 2025, following planning commission review and public hearings, the Council approved amendments that, among other things, created a designated "Commercial Core District" encompassing districts 3, 5, 7, 8, and 9, and added conditional use requirements and additional restrictions for several categories of use within that core — including drive-throughs, gas stations, event centers, home improvement stores, and others.

Director Florence noted that the Andersons had not objected to the 2025 amendments at the time they were adopted, as the property was then under contract with a developer (Castlewood) whose plans were largely compatible with the revised standards. Now that the property is again open to the market, the Andersons have raised concerns that the accumulation of conditional uses and prohibited uses creates a perception of the area as overly restrictive, deterring prospective developers and brokers.

Ron Anderson, representing the Anderson family, addressed the Council directly. He described feedback from commercial real estate professionals — including an executive vice president from Colliers — that the zone's restrictions diminish the property's market value and appeal relative to general commercial zoning. He noted that, of the uses typically found surrounding a major commercial anchor, many are either conditional or prohibited under the current LVC code. He expressed a preference for permitted uses with clearly stated requirements over conditional uses, explaining that developers are reluctant to invest in conditional use entitlements that carry the theoretical risk of revocation, however rare. He noted that at least one major prospective tenant — Tesla — had declined to pursue the site in part because automobile dealerships are not a permitted use in the zone.

Director Florence presented several staff recommendations for the Council's consideration, including: creating a permitted use category with stated restrictions (rather than relying solely on conditional use), allowing car washes in Districts 11 and 13, reconsidering the 25,000-square-foot cap on home improvement and building material stores in the core district, and revisiting the prohibition on gasoline service stations in the core district.

Council discussion reflected general support for moving in the direction of greater flexibility. Councilmember Hoyt indicated comfort with removing several items from the conditional use list and suggested that some prohibited uses could be reconsidered. Mayor Lundberg observed that the goal should be to change the perceived message sent by the code — from one that implies discouragement to one that clearly articulates the conditions under which uses are welcome. Councilmember Broderick emphasized

simplicity and clarity. Councilmember Hooley suggested a two-phase approach: first articulating permitted use standards to reduce the conditional use list, then addressing the remaining items that are genuinely incompatible with the district's vision.

Councilmember Jacobs expressed a desire to involve planning commissioners in a working-committee format — similar to the approach used during the 2025 review — to ensure that the perspectives of commissioners who live adjacent to the area are incorporated, while working toward a streamlined and developer-friendly framework.

The Council directed staff to proceed with bringing this matter back to the Planning Commission for discussion and recommendation, with a preference for converting appropriate conditional uses to permitted uses with stated requirements, and with an emphasis on clarity and simplicity for prospective developers. This item will return to the Council following the Planning Commission's review.

Mayor Lundberg called for any further discussion or comments from the council. Hearing none, she moved onto the next agenda item.

14. Review & Action: Ordinance Amendment, Lindon City Code §17.08. The City Council will review and consider Ordinance #2026-19-O amending Lindon City Code §17.08 for planning commission duties, appointment, removal, and procedures, as required by recent State legislative updates.

Director Florence presented an ordinance amending Lindon City Code §17.08 governing planning commission duties, appointments, vacancies, removals, and conflicts of interest, as required by Senate Bill 284 passed during the 2026 legislative session. The amendments add four specific conflict-of-interest provisions as mandated by state law — addressing non-performance, use of public funds, the Employee Ethics Act, and acting outside a commission member's official capacity to influence a land use decision. The ordinance also includes cleanup language updating outdated references, replacing "board of adjustment" with current terminology, and updating gendered titles to "chair." The Planning Commission recommended approval.

Councilmember Hooley noted a small number of non-material scrivener's errors in the draft ordinance and indicated he would forward them to staff. These were incorporated into the motion.

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

COUNCILMEMBER HOYT MOVED TO APPROVE ORDINANCE #2026-19-O AS PRESENTED WITH GRAMATICAL UPDATES. 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. Review & Action: Interlocal Agreement w/Utah County for 400 West construction reimbursement; Resolution #2026-36-R. The Council will review and consider an interlocal agreement with Utah County allowing for reimbursement of costs for improvements to 400 West after having been awarded transportation funds by MAG for the improvement costs.

City Administrator Cowie presented a proposed interlocal agreement with Utah County facilitating reimbursement of city expenditures for improvements to 400 West from 200 South to State Street, including a roundabout at 200 South, a roundabout at Lakeview Drive, and a new connection through to State Street (continuing as 400 North). The project was awarded over $2 million in transportation funds through the Mountain Land Association of Governments (MAG), with the full grant amount totaling $2.8 million. The city's matching contribution is 6.77%, for a total city share of approximately $2.616 million.

Because MAG funding does not become available until 2029, this interlocal agreement allows the city to advance the project using Road Class C funds and water and sewer project revenues, with Utah County serving as the reimbursing entity upon completion. Mayor Lundberg noted that MAG funding always operates on a reimbursement basis based on actual costs. She also noted that the project includes sidewalk improvements to support safe routes to schools and traffic calming measures. City Administrator Cowie added that the city has a separate $1 million commitment from UDOT that requires the connection through Thornton Park to be initiated by mid-2027**.**

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

COUNCILMEMBER JACOBS MOVED TO APPROVE RESOLUTION #2026-36-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.

16. Closed Session - The City Council will discuss potential purchase or sale of real property and pending or possible litigation per Utah Code 52-4-205(1)(e) & 52-4-

205(1)(c). This session is closed to the general public.

COUNCILMEMBER BRODERICK MOVED TO ENTER A CLOSED SESSION 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 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.

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

17. Recess to Lindon City Redevelopment Agency Meeting (RDA).

COUNCILMEMBER BRODERICK MOVED TO RECESS THE LINDON CITY COUNCIL MEETING AND CONVENE AS THE LINDON CITY RDA. 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.

COUNCILMEMBER HOYT MOVED TO ADJOURN THE RDA MEETING AND RECONVENE THE CITY COUNCIL MEETING. 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.

18. Review & Action: Resolution #2026-35-R; Intent to provide financial backstop to the Lindon City RDA for purchase of property within the 700 North CDA for economic development purposes.

Administrator Cowie stated this resolution is the cities intent to cooperate with the RDA to purchase approximately 10.42 acres of commercial property in the 700 N CDA for economical purposes and act as a financial backstop of that purchase.

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

COUNCILMEMBER JACOBS MOVED TO APPROVE RESOLUTION #2026-35-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.

Adjourn –

COUNCILMEMBER BRODERICK_ MOVED TO ADJOURN THE MEETING AT 9:01 PM. COUNCILMEMBER JACOBS SECONDED THE MOTION. ALL PRESENT VOTED IN FAVOR. THE MOTION CARRIED.

Approved – November 2, 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) Surplus Equipment Disposal; Resolution #2026-39-R
b) 2027 Public Meeting Schedule; Resolution #2026-42-R
c) Storm Water Management Plan (SWMP) Approval; Resolution #2026-43-R

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

RESOLUTION NO. 2026-39-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 2nd day of November, 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

October 27, 2026

Proposed Item for Surplus

Items:
2 – Portable Infrared Heaters

Reason for surplus:

- Items purchased for COVID, never used.

Estimated value: $300 each



Item:
Scaffolding

Reason for surplus:

- Hasn't been used for at least 9 years. Just taking up space. Can rent scaffolding if we ever need it.

Estimated Value: $250



Items:

4 partial pallets of concrete pavers

Reason for surplus:

- No longer needed.

Estimated value: $150.00



Items:

4 rolls of plastic mesh material

Reason for surplus:

- No longer needed.

Estimated value: $250.00



Alex Roylance
Facilities and Fleet Manager

RESOLUTION NO. 2026-42-R

A RESOLUTION OF THE CITY COUNCIL OF LINDON CITY, UTAH COUNTY, UTAH, ADOPTING THE 2027 LINDON CITY PUBLIC MEETING SCHEDULE FOR THE CITY COUNCIL, PLANNING COMMISSION, AND OTHER PUBLIC BODIES, AND CITY OBSERVED HOLIDAYS AND OFFICE CLOSURE DATES, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Municipal Council of Lindon City finds it necessary for conformance with State Code to adopt and publish an annual public meeting calendar for the City Council, Planning Commission, and other public bodies; and

WHEREAS, the City desires to declare City observed holidays and to announce when the City facilities will be closed to the public; and

WHEREAS, the Municipal Council has discussed dates for the proposed meeting and holiday schedule and desires to adopt the 2027 Lindon City Public Meeting Schedule.

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

SECTION I. The 2027 Lindon City Public Meeting Schedule is adopted as shown on the attached ‘Exhibit A’.

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

PASSED AND ADOPTED by the Lindon City Council on this 2nd day of November, 2026.

_____
Carolyn O. Lundberg, Mayor

ATTEST:

_____
Britni Laidler, City Recorder

SEAL:

2027 LINDON CITY PUBLIC MEETING SCHEDULE

ALL MEETINGS TO BE HELD AT THE LINDON CITY CENTER, 100 NORTH STATE STREET, LINDON UNLESS POSTED OTHERWISE

The following chart should be used as a guide when submitting applications for City Council and Planning Commission review. The City assumes no liability for a missed meeting. 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 the City Recorder at 801-785-5043, giving at least 24 hours-notice. **Lindon City Public Meeting Schedule adopted by Resolution #2026-42-R dated Nov. 2, 2026.**

Business requiring Planning Commission or City Council review will be heard on the dates listed below unless otherwise advertised.

CITY COUNCIL	**PLANNING COMMISSION**	**HISTORIC PRESERVATION COMMISSION**	**CITY OBSERVED HOLIDAYS**
5:15 P.M., 1st & 3rd Monday	**6:00 P.M., 2nd & 4th Tuesday**	**6:30 P.M., 2nd Mon. (Quarterly)**	***City Offices Closed***
JANUARY 4th 2027	JANUARY 12, 2027	JANUARY 11, 2027	JANUARY 1st – New Year's Day
JANUARY 19, 2027 – (Tuesday Meeting)	JANUARY 26, 2027	APRIL 12, 2027	JANUARY 18th – Martin Luther King Jr. Day
FEBRUARY 1, 2027	FEBRUARY 9, 2027	JULY 12, 2027	FEBRUARY 15th – President's Day
FEBRUARY 18, 2027 – (Thursday meeting) Budget Kick-off	FEBRUARY 23, 2027	OCTOBER 11, 2027	MAY 31st – Memorial Day
MARCH 1, 2027	MARCH 9, 2027		JULY 5th – Independence Day (Observed)
MARCH 15, 2027	MARCH 23, 2027		JULY 23rd – Pioneer Day (Observed)
APRIL 5, 2027*	APRIL 13, 2027		SEPTEMBER 6th – Labor Day
APRIL 19, 2027	APRIL 27, 2027		NOVEMBER 25th – 26th – Thanksgiving Holiday
MAY 3, 2027	MAY 11, 2027		DECEMBER 23rd – City Offices closed at noon
MAY 17, 2027	MAY 25, 2027		DECEMBER 24th – 27th – Christmas Holiday (observed)
JUNE 7, 2027	JUNE 15, 2027		DECEMBER 31ST – New Year's Day (observed)
JUNE 21, 2027	JUNE 29, 2027		
JULY 19, 2027	JULY 27, 2027		
AUGUST 16, 2027	AUGUST 24, 2027		
SEPTEMBER 7, 2027 – (Tuesday Meeting)	SEPTEMBER 14, 2027		
SEPTEMBER 20, 2027	SEPTEMBER 28, 2027		
OCTOBER 4, 2027	OCTOBER 12, 2027		
OCTOBER 18, 2027*	OCTOBER 26, 2027		
NOVEMBER 1, 2027	NOVEMBER 9, 2027		
NOVEMBER 15, 2027	NOVEMBER 23, 2027 *		
DECEMBER 6, 2027 – (7:00 p.m. Meeting)	DECEMBER 14, 2027		

NOTE: The City Council will meet as the Redevelopment Agency (RDA) on an as needed basis on the same dates as its regularly scheduled City Council meetings.
NOTE: Meeting dates may be canceled at the discretion of the City Council and Planning Commission due to holidays, municipal elections, or other unforeseen conflicts.
NOTE: Special meetings, as needed to serve the public needs, may be added throughout the year for any of the above groups - with a minimum 24-hour public notice.
NOTE: Political party caucus dates are not yet confirmed. If they fall on a meeting date it may be subject to cancellation.

* Meeting is subject to cancellation.

RESOLUTION NO. 2026-43-R

A RESOLUTION ADOPTING THE UPDATED STORM WATER MANAGEMENT PROGRAM (SWMP) FOR LINDON CITY, GRANTING AUTHORITY TO THE DEVELOPMENT REVIEW COMMITTEE TO AMEND THE PROGRAM POLICIES AS NEEDED, AND SETTING AN EFFECTIVE DATE.

WHEREAS, the Municipal Council of Lindon City (City) has adopted a Storm Water Management Program (SWMP) in order to comply with the State of Utah Department of Environmental Quality Division of Water Quality authorization to discharge under the Utah Pollutant Discharge Elimination System (UPDES) general permit for discharges from small Municipal Separate Storm Sewer Systems (MS4s) UPDES Permit Number UTR090000; and

WHEREAS, the Storm Water Management Program needs to be updated to meet the requirements of the new permit cycle that became effective on May 12, 2026 and expires on May 11, 2031, to comply with the State of Utah Department of Environmental Quality, Division of Water Quality General Permit for Discharges from Small Municipal Separate Storm Sewer Systems (Small MS4) and ratified by the City; and

WHEREAS, the Development Review Committee (DRC) has need to make appropriate amendments and policy changes to documents similar to the SWMP, such as the Land Development Policies, Standard Specifications and Drawings manual; and

WHEREAS, the Public Works Department has need to periodically refine and amend the documents and submittal requirements found within the SWMP; and

WHEREAS, the City sees the benefit to allowing the DRC and Public Works Department to make such changes to the SWMP as necessary without having to obtain pre-approval from the City Council, and said changes can be ratified by the City Council as has been done with other similar documents and policies; and

WHEREAS, it now becomes necessary to amend the Storm Water Management Program and approve recommended changes to the SWMP, which reflect current regulations.

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

Section 1. The Lindon City Storm Water Management Program is hereby amended and approved as shown in the attached documents which consist of the Lindon City Storm Water Management Plan Overview of the SWMP, and the General Permit for Discharges from Small Municipal Separate Strom Sewer System (MS4).

Section 2. The City Council authorizes the Development Review Committee to make future changes to the SWMP as needed.

Section 3. The City Council authorizes the Public Works Department to make future changes to the SWMP as needed.

Section 4. This resolution shall take effect immediately upon passage.

Adopted and approved this 2nd day of November, 2026.

By _____
Carolyn O. Lundberg, Mayor

Attest:

By _____
Britni Laidler, City Recorder

SEAL:

LINDON CITY

STORM WATER MANAGEMENT PLAN 2026-2031

ADOPTED NOVEMBER 2026

946 West Center Street
Lindon, UT 84042
Tel: 801-796-7954
https://lindon.gov/344/Stormwater

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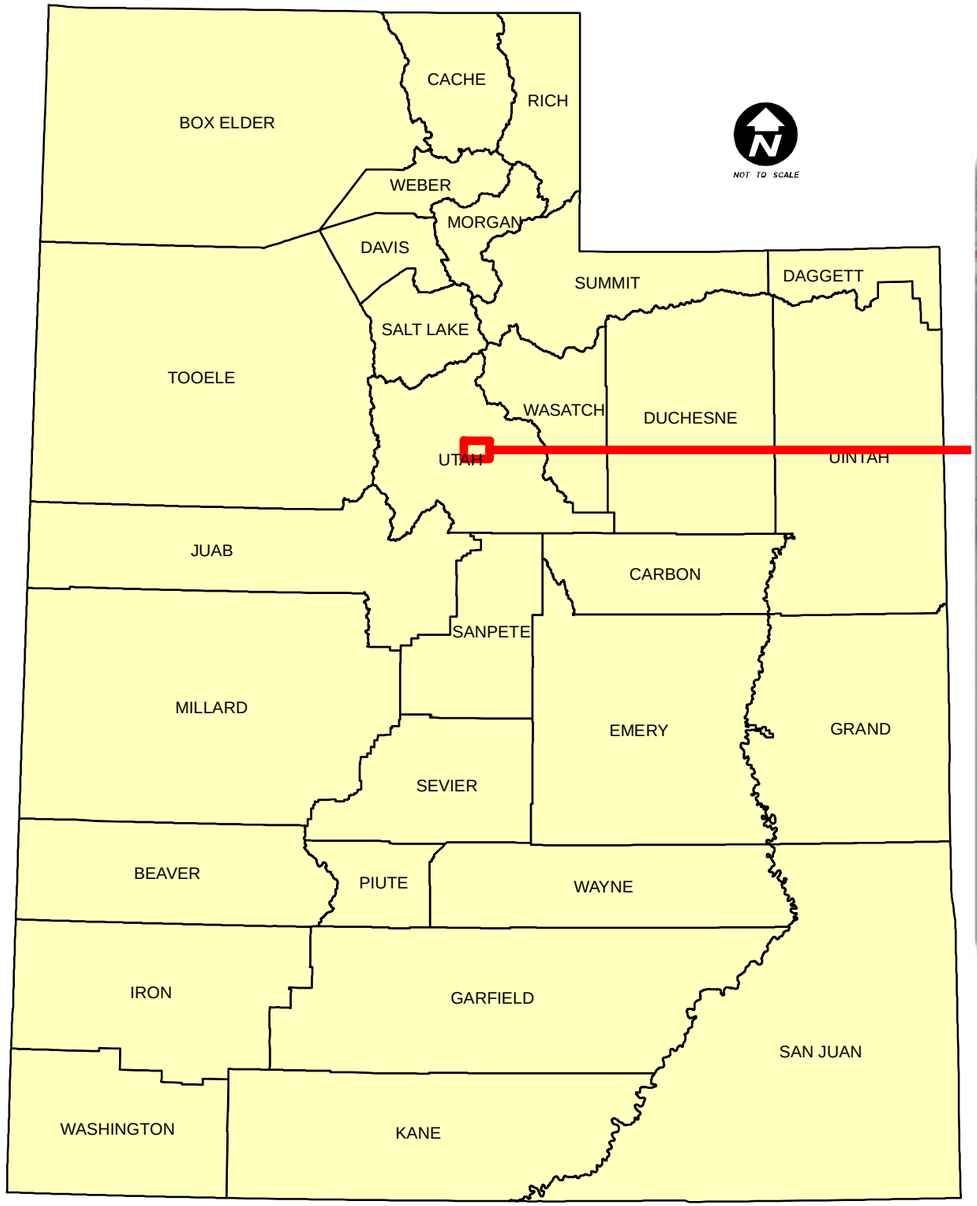
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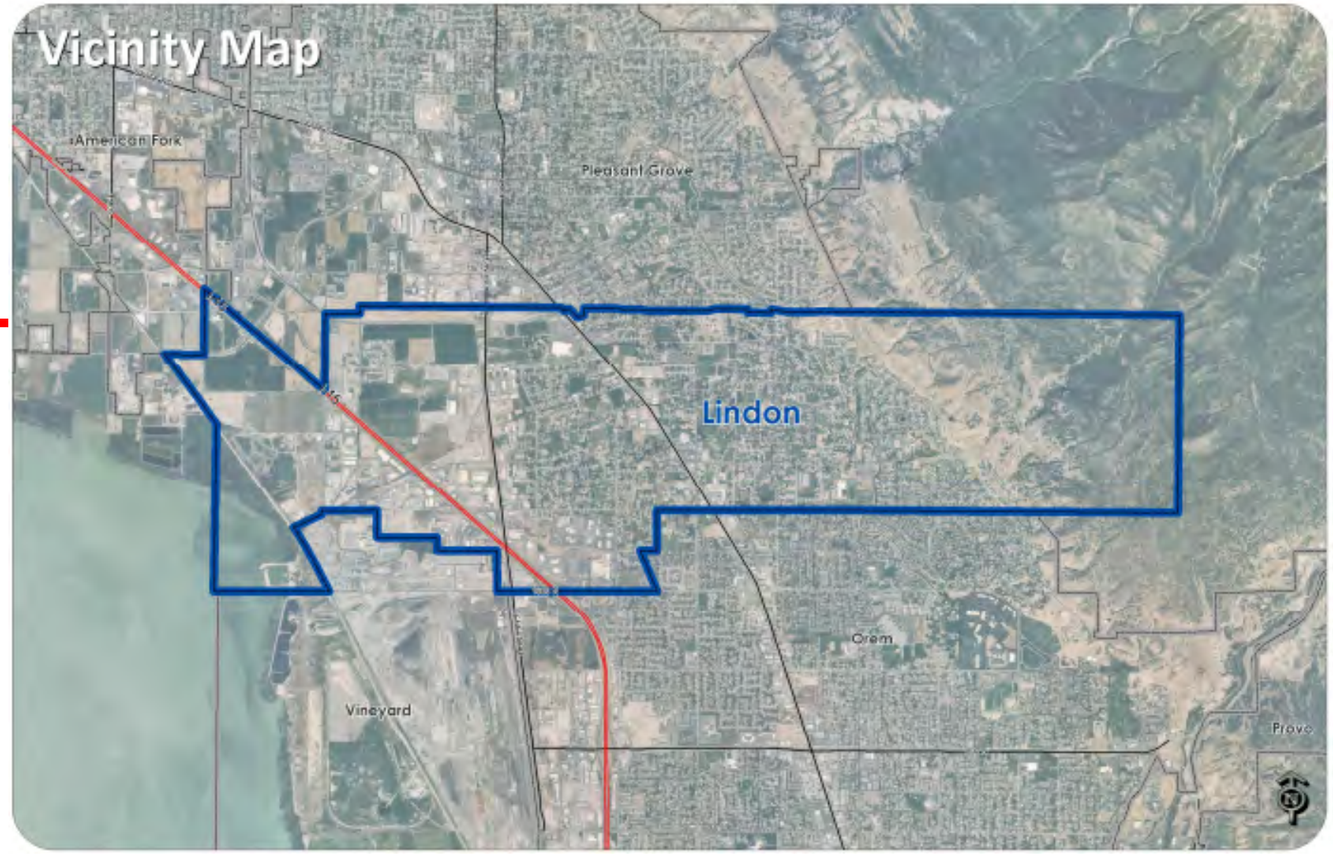
- O&M Buildings, Grounds, and Parks
- O&M Sewer and Storm Water Divisions
- O&M Water Division
- O&M Street Division

PART 14 – APPENDIX “B” – BMP’S SPECIFICATION SHEETS

LOCATION MAP



STATE OF UTAH



LINDON CITY

STATE OF UTAH DEPARTMENT OF ENVIRONMENTAL QUALITY

DIVISION OF WATER QUALITY

Authorization to Discharge Under the

Utah Pollutant Discharge Elimination System ("UPDES")

General Permit for Discharges from Small Municipal Separate Storm Sewer Systems

UPDES PERMIT NUMBER UTR090000

This General Permit ("Permit") is issued in compliance with the provisions of the Utah Water Quality Act, Utah Code Title 19, Chapter 5, (the "Act") and the Federal Water Pollution Control Act (33 U.S.C. §§ 1251 et. seq., as amended to date), and the rules and Regulations made pursuant to those statutes.

This Permit authorizes storm water discharges to waters of the state of Utah resulting from a Small Municipal Separate Storm Sewer System ("Small MS4") as provided in Part 1.0 of this Permit. This authorization is conditioned upon an operator of a Small MS4 meeting the eligibility requirements in Part 1.2 of this Permit prior to filing a Notice of Intent ("NOI") to discharge under this Permit. An operator of a Small MS4 is not covered by this Permit if the operator submits an NOI but has not met these conditions.

This authorization is subject to the authority of the Director of the Division of Water Quality to reopen this Permit (*see* Part 6.25 of this Permit). The issuance of a discharge Permit authorization under this Permit does not relieve Permittees of other duties and responsibilities under the Act or rules made under that Act. Significant terms used in this Permit are defined in Part 7.0 of this Permit.

This renewed Permit shall become effective May 12, 2026.

This Permit and the authorization to discharge shall expire at 11:59 p.m. on May 11th, 2031, except as described in Part 6.3 of this Permit.

Signed this twelfth Day of May 2026



Candice A. Hasenyager, P.E.
Director

UPDES GENERAL PERMIT FOR DISCHARGES FROM
SMALL MUNICIPAL SEPARATE STORM SEWER SYSTEMS

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1.0 Coverage Under this Permit

1.1. Authority to Discharge

This Permit authorizes the discharge, of storm water and limited non-storm water to waters of the state as identified in Part 1.2 from a Small Municipal Separate Storm Sewer Systems ("MS4") as defined in R317-8-1.6(15) and Part 7.0. This authorization is subject to all of the terms and conditions of this Permit. This Permit does not authorize discharges prohibited under Part 1.4.

1.2. Permit Area and Eligibility

1.2.1. This Permit covers all areas of the State of Utah.

1.2.1.1. No operator of a Small MS4 as described in Title 40 of the Code of Federal Regulations ("40 C.F.R.") 122.32 may discharge from that system without authorization from the Director. *See* Utah Admin. Code Section R317-8-11(11.3)(1)(h), which sets forth the Permitting requirement, and Utah Admin. Code R317-8-1(1.10)(12), which incorporates 40 C.F.R. § 122.32 by reference. Authorization to discharge under the terms and conditions of this Permit is granted if:

1.2.1.1.1. The operator is a Small MS4 within the State of Utah, as defined in Part 7.0.

1.2.1.1.2. The operator is not a "large" or "medium" MS4, as defined in 40 C.F.R. §§ 122.26(b)(4) or (7);

1.2.1.1.3. The operator submits an NOI in accordance with Part 2.0;

1.2.1.1.4. The MS4 is located fully or partially within an urbanized area as determined by the latest Decennial Census by the Bureau of Census;

1.2.1.1.5. The operator is ordered by the Director to obtain coverage under this Permit, as provided in the UPDES rules, Utah Admin. Code R317-8-11(11.3)(8).

1.2.2. This Permit covers the following authorized discharges:

1.2.2.1. *Storm water discharges.* This Permit authorizes storm water discharges to waters of the state from the Small MS4s identified in Part 1.2.1, except as excluded in Part 1.4.

1.2.2.2. *Non-storm water discharges.* This Permit authorizes the following non-storm water discharges unless the Permittee or the Director identifies these discharges as significant sources of pollutants to waters of the state or as causing or contributing to a violation of water quality standards: (1) Water line flushing; (2) Landscape irrigation; (3) Diverted stream flows; (4) Rising ground waters; (5) Uncontaminated ground water infiltration; (6) Uncontaminated pumped ground water; (7) Discharges from potable water sources; (8) Foundation drains; (9) Air conditioning condensate; (10) Irrigation water; (11) Springs; (12) Water from crawl space pumps; (13) Footing drains; (14) Lawn watering runoff; (15) Individual residential car washing; (16) Flows from riparian habitats and wetlands; (17) Dechlorinated swimming pool discharges; (18) Residual street wash water; (19) Dechlorinated water reservoir discharges; and (20) Discharges or flows from emergency firefighting activity.

1.3. Local Agency Authority

This Permit does not preempt or supersede the authority of local agencies to prohibit, restrict, or control discharges to storm drain systems or other water courses within its jurisdiction.

1.4. Prohibited Discharges

Permittees are prohibited from discharging:

1.4.1. Discharges that are mixed with sources of non-storm water unless such non-storm water discharges are in compliance with a separate UPDES Permit or are determined, by the Director, not to be a substantial contributor of pollutants to waters of the state.

1.4.2. Storm water discharges associated with industrial activity as defined in Utah Admin. Code R317-8-11(11.3)(6)(c).

1.4.3. Storm water discharges associated with construction activity as defined in Utah Admin. Code R317-8-11(11.3)(6)(e).

1.4.4. Discharges currently covered under another UPDES Permit.

1.4.5. Discharges that would cause or contribute to in-stream exceedances of water quality standards as identified in Utah Admin. Code R317-2-14.

1.4.6. Discharges of any pollutant into any waters of the state for which a Total Maximum Daily Load (“TMDL”) has been approved by the Environmental Protection Agency (“EPA”), unless the discharge is consistent with the TMDL. This consistency determination applies at the time a NOI is submitted. If conditions change after coverage is issued, the coverage may remain active provided the Permittee complies with the conditions and requirements of Part 3.1.

2.0 Notice of Intent Requirements for New Applicants and Renewal Permittees

2.1. Requirements for New Applicants

2.1.1. "New Applicants" are defined as Permittees not covered under the previous General Permit for Storm Water Discharges from Small MS4s.

2.1.2. New Applicants that have assumed operational control of an MS4 for which coverage under this Permit was previously held by a separate Person may be directed to comply with the requirements of this Permit as directed for Renewal Permittees. Notification shall be made by the Director of this requirement in writing to the New Applicant prior to issuance of Permit coverage.

2.1.3. New Applicants shall submit, with its NOI, a Storm Water Management Plan ("SWMP") that meets the requirements in Part 4.0.

2.1.4. New Applicants shall create a SWMP which includes implementation of the six minimum control measures, including development of Measurable Goals, as described in Part 4.2. Measurable Goals for each of the minimum control measures shall include, at a minimum, the year by which the Permittee will undertake required actions, including: interim milestones and the frequency of the action (if applicable).

2.1.5. New Applicants shall begin implementation of the SWMP as described in the Permittee's NOI within 30 days after the completed NOI is submitted.

2.1.6. New Applicants shall fully develop and implement the SWMP as described in the Permittee's NOI by the end of the Permit term unless a more restrictive timeframe is indicated.

2.1.6.1. New Applicants shall have five (5) years from the date of their submitted NOI to develop, fully implement, and enforce their SWMP.

2.1.7. New Applicants shall sign the SWMP in accordance with the certification and signature requirements in Part 6.14.

2.2. Requirements for Renewal Permittees

2.2.1. "Renewal Permittees" are defined as Permittees covered under the previous General Permit for Storm Water Discharges from Small MS4s.

2.2.2. Renewal Permittees shall submit a revised SWMP to the Director within **180 days** of the effective date of this Permit, which includes at a minimum, the following information:

2.2.2.1. Permit number;

2.2.2.2. MS4 location description and map;

2.2.2.3. Information regarding the overall water quality concerns, priorities, measurable goals, and interim milestones specific to the Permittee that were considered in the development and/or revisions to the SWMP;

2.2.2.4. A description of the program elements that will be implemented, or are already being implemented, in each of the six minimum control measures, described in Part 4.0;

2.2.2.5. A description of any modifications to ongoing processes implemented in accordance with the previous Permit for each of the six minimum control measures;

2.2.2.6. A description of how the Permittee has met existing requirements of the Permit as described in Part 4.0 by referencing existing program areas that already meet Permit requirements. This description shall include specific details for complying with the required items in each of the six minimum control measures contained within the SWMP, as described in Part 4.2.

2.2.2.7. A description of measurable goals that include, as appropriate, the year by which the Permittee will achieve required actions for any new Permit requirements, including interim milestones. This description shall include specific details for complying with the required items in each of the six minimum control measures contained within the SWMP document as described in Part 4.2.

2.2.2.8. A description of the roles and responsibilities of all offices, departments, Directors, or sub-sections, and if necessary other responsible entities. The SWMP shall also include any necessary agreements, contracts, or memorandum of understanding ("MOUs") between said entities that affect the implementation and operation of the SWMP.

2.2.2.9. Indication of the joint submittal(s) of Co-Permittees, if applicable, and the associated responsibility(ies) in meeting requirements of the SWMP.

2.2.2.10. Certification and signature requirements in accordance with Part 6.14.

2.2.3. Renewal Permittees shall have fully implemented each of the six (6) minimum control measures as required in the previous Permit term.

2.2.4. Renewal Permittees shall continue to implement its SWMP while making updates pursuant to Part 2.2.2.

2.2.5. All requirements contained in this renewal Permit are effective immediately unless an alternative timeframe is indicated. This Permit does not extend the compliance deadlines set forth in the previous Permit unless specifically noted.

2.3. Notice of Intent Contents and Submittal

2.3.1. New Applicants shall submit an NOI electronically within **180 days** of notification from the Director using EPA's NPDES eReporting Tool ("NeT") unless the Director grants a waiver from electronic reporting. NeT may be accessed at https://cdx.epa.gov/cdx/.

2.3.2. Renewal Permittees shall submit an NOI electronically within **180 days** from the effective date of this permit using NeT unless the Director grants a waiver from electronic reporting. NeT may be accessed at https://cdx.epa.gov/cdx/.

2.3.2.1. For Renewal Permittees, coverage under the expiring permit is administratively extended until such time as the Renewal Permittee submits an NOI using NeT for continued coverage under this Permit. Failure to submit an NOI within **180 days** of this Permit's effective date will result in termination of coverage under this Permit.

2.3.3. Late submittal of an NOI is a violation of this Permit unless permission has been granted, in writing, by the Director. If a late NOI is submitted, authorization is only for discharges

that occur after Permit coverage is obtained. The Director reserves the right to take appropriate enforcement actions for any unpermitted discharges.

2.3.4. The NOI, available on NeT, requires the following information:

2.3.4.1. Name, address, and telephone number of the principal executive officer, ranking elected official or other duly authorized employee in charge of municipal resources used for implementation of the SWMP;

2.3.4.2. Identification of waters of the state, as defined by Utah Code § 19-5-102(23), that receive discharges from the Permittee's MS4;

2.3.4.3. Name of the person responsible for overseeing implementation and coordination of the SWMP;

2.3.4.4. Summary description of the overall water quality concerns, priorities, and measurable goals specific to the Permittee that were considered in the development of the SWMP;

2.3.4.5. A SWMP that meets requirements of Part 2.1 for New Applicants, and Part 2.2 for Renewal Permittees.

2.3.4.6. Information on the chosen Best Management Practices ("BMPs") and the measurable goals for each of the storm water minimum control measures in Part 4.2 and, as appropriate, the timeframe by which the Permittee will achieve required actions, including interim milestones;

2.3.4.7. Permittees that are applying as Co-Permittees shall each submit an NOI and individual SWMP that clearly identifies the areas of the MS4 for which each of the Co-Permittees are responsible. Permittees that rely on another Person(s) to satisfy one or more of its Permit obligations shall include, with the NOI, a summary of the Permit obligations that will be carried out by the other Person(s). During the term of the Permit, Permittees may terminate or amend shared responsibility arrangements by notifying the Director, provided this does not alter implementation deadlines.

2.3.4.8. Certification and signature requirements in accordance with Part 6.14.

3.0 Special Conditions

3.1. Discharges to Water Quality Impaired Waters

3.1.1. Permittees shall determine whether storm water discharge from any part of the MS4 contributes to a 303(d) listed waterbody. A 303(d) list of impaired waterbodies is available at: https://wq.deq.utah.gov/. The 303(d) list identifies water quality impaired waters where the Director has determined that any segment of the surface waters is failing to support one or more of its designated uses. If the Permittee has any discharges to an impaired waterbody, the Permittee shall comply with Part 3.1.2 and Part 3.2, if applicable, and if no discharges to impaired waterbodies exist, the remainder of this Part 3.1 does not apply. Permittees shall review the 303(d) list biennially after the Division's Integrated Report is released and determine whether additional impairments to receiving waters were identified during the previous Integrated Report cycle. The Permittee shall update the SWMP within **180 days** of the release of Integrated Report, as needed, to address newly added impairments.

3.1.1.1. If the Permittee has "303(d)" discharges described in Part 3.1.1, the Permittee shall determine whether a TMDL has been developed by the Director and approved by EPA for the listed waterbody. If there is an approved TMDL, the Permittee shall comply with all requirements associated with the TMDL (*see* Part 3.2) in addition to the requirements of Part 3.1.2. If no TMDL has been approved, the Permittee shall comply with Part 3.1.2 and will be required to meet any TMDL requirements once it is developed and approved.

3.1.2. If the Permittee discharges to an impaired waterbody, the Permittee shall include in its SWMP, a description of how the Permittee will control the discharge of all pollutants of concern into any impaired waterbodies. This description shall identify the measures and BMPs that will collectively control the discharge of the pollutants of concern. The measures shall be presented in the order of priority with respect to controlling the pollutants of concern.

3.1.3. Where a discharge authorized under this Permit is later determined to cause, or have the reasonable potential to cause or contribute to, the exceedance of an applicable water quality standard, the Director will notify the Permittee. The Permittee shall take all necessary actions to ensure future discharges do not cause or contribute to the exceedance of a water quality standard and document these actions, as required by the Director. If exceedances remain or reoccur, the Director may terminate coverage under this Permit and an alternative UPDES Permit may be issued. Compliance with this requirement does not preclude the Director from taking an enforcement action as provided by the Utah Water Quality Act for the other violation(s).

3.2. Jordan River Watershed Wide *Escherichia coli* ("*E. coli*") TMDL

3.2.1. TMDL Compliance Plan. Permittees that discharge to waters listed on the Utah 303(d) list as impaired for *E. coli*, listed as bacteria, for which storm water is a contributing source per the *Jordan River Watershed Wide E. coli TMDL* shall include a TMDL Compliance Plan within their SWMP addressing the pollutant reduction requirements of the TMDL as it relates to MS4s. The *Jordan River E. coli TMDL MS4 Guidance Document* available on the Division's website provides supplemental information to assist Permittees with compliance with the Permit requirements of this Part. The TMDL Compliance Plan shall supplement

and build on the six (6) minimum control measures identified in Part 4.2. The Permittee shall develop, fund, and implement source control BMPs that reduce the discharge of *E. coli*. The TMDL Compliance Plan shall address the following:

3.2.1.1. Education. Permittees shall identify potential sources of *E. coli* in the MS4 and target specific audiences that may be contributing to the *E. coli* sources. Permittees shall provide and document education and outreach given to the target audiences on the impacts to water quality associated with these types of discharges and BMPs that can be implemented to reduce the discharge of *E. coli*.

3.2.1.1.1. Permittees may meet the requirements of Part 3.2.1.1 through contribution to a collaborative program, e.g., storm water coalition, that evaluates, identifies, and targets sources, as well as, provides outreach that addresses *E. coli*.

3.2.1.2. *E.coli* Inventory. Permittees shall identify sites that have potential sources of *E. coli* and shall maintain a written or mapped inventory of those areas, such as areas with septic, dense waterfowl areas, dog parks, etc. ("inventoried *E. coli* areas"). The inventoried *E. coli* areas shall include any Permittee owned or operated dog parks, parks with open water, sites with septic, or properties that are known potential sources of *E. coli*

3.2.1.2.1. *E. coli* Reduction Prioritization. Permittees shall create a plan to prioritize reduction activities to address the areas and sources identified in the inventoried *E. coli* areas. The *E. coli* reduction prioritization plan shall include structural and nonstructural BMPs to reduce the potential of the discharge of *E. coli*. The Permittee shall implement these controls for the duration of the Permit.

3.2.1.2.2. Illicit Discharge Detection and Elimination ("IDDE") Priority Areas. Permittees shall add the inventoried areas to the priority areas identified in Part 4.2.3.3.1 and begin inspecting the inventoried *E. coli* areas annually, at a minimum, and documenting the inspections on an inspection form.

3.2.1.2.3. MS4 System Maintenance Standard Operating Procedures ("SOPs"). Permittees shall add the inventoried *E. coli* areas to the priority areas identified in Part 4.2.6.5.2 for street sweeping and storm sewer system maintenance and maintain the inventoried *E. coli* areas at the same frequency. The Permittee's road and parking lot sweeping and storm drain system maintenance SOPs shall include the inventoried *E. coli* areas and shall include a maintenance schedule that includes these areas.

3.2.1.3. "High Priority" Facility Inventory. Permittees shall evaluate its written inventory of potential "high priority" Permittee-owned and/or operated facilities, as required by Part 4.2.6.1, and identify sites that have potential sources of *E. coli*. The Permittee shall add to its inventory any Permittee-owned or operated dog parks, parks with open water, sites with septic, or properties that are known potential sources of *E. coli*. Sites that have been identified as potential sources of *E. coli* shall include structural or nonstructural BMPs.

3.2.1.4. SOP Evaluation. Permittees shall evaluate the following potential *E. coli* generating activities to determine whether existing SOPs should target reduction of *E. coli* discharge or if additional SOPs should be developed for the reduction of *E. coli*

discharge from the MS4: 1) roads, highways, and parking lots: surface cleaning and controlling litter; 2) parks and open space: lake and lagoon maintenance; mowing/trimming/planting; 3) storm water collection and conveyance system: inspection and cleaning of stormwater conveyance structures; controlling illicit connections and discharges; controlling illegal dumping; 4) material storage areas: solid waste collection; controlling litter; controlling illegal dumping; and 5) storm water collection and conveyance system: water line maintenance, sanitary sewer maintenance, spill/leak/overflow control, response, and containment.

3.2.1.5. Low Impact Development ("LID"). Permittees shall promote the use of LID controls for which *E. coli*, listed a bacteria, has a medium or high pollutant removal effectiveness, as identified in the *Guide to Low Impact Development within Utah*, Appendix C on the Division's website: https://deq.utah.gov/water-quality/municipal-separate-storm-sewer-system-ms4s-permits-updes-permits.

3.2.1.6. Retrofit Plan. Permittees shall add potential *E. coli* reduction as a criterion for ranking when evaluating the Permittees retrofit plan as required in Part 4.2.6.9.

3.2.2. TMDL Compliance Report. Permittees shall submit a TMDL Compliance Report with the Annual Report required by Part 5.5. The TMDL Compliance Report shall include identification of problem areas for which source control BMPs were developed, the cost, and the anticipated pollutant reduction.

3.3. Nitrogen and Phosphorus Reduction

3.3.1. Permittees shall specifically address the water quality impacts associated with nitrogen and phosphorus in discharges from the MS4 in the Permittee's SWMP.

3.3.1.1. Permittees may meet the requirements of this Part through contribution to a collaborative program, e.g. storm water coalitions, that evaluates, identifies, and targets sources, as well as provides outreach that addresses potential sources within the Permittee's watershed.

3.3.1.2. Permittees shall identify and target sources, e.g., residential, industrial, agricultural, or commercial, that are contributing, or have the potential to contribute, nitrogen and phosphorus to waters of the state through the Permittee's discharge.

3.3.1.3. Permittees shall prioritize education and outreach to targeted sources that are likely to result in a reduction of nitrogen and phosphorus in discharges. Permittees shall distribute educational materials or equivalent outreach to the prioritized targeted sources. Educational materials or equivalent outreach shall describe storm water quality impacts associated with nitrogen and phosphorus in storm water runoff and illicit discharges, the behaviors of concern, and actions that the target source can take to reduce nitrogen and phosphorus. Permittees may incorporate the education and outreach to meet this requirement into the education and outreach strategies provided in accordance with Part 4.2.1.

3.4. Co-Permittees

3.4.1. Two or more operators of interrelated or neighboring Small MS4s may apply as Co-Permittees.

3.4.2. In order to be permitted as Co-Permittees, the MS4s shall each submit an NOI which meets the requirements outlined in Part 2.0.

3.4.3. Each Co-Permittee is individually liable for:

3.4.3.1. Permit compliance for discharges from portions of the MS4 where it is the operator, and for areas within its legal jurisdiction;

3.4.3.2. Ensuring that the six minimum control measures described in Part 4.2 are implemented for portions of the MS4 where it is the operator, and in areas within its legal jurisdiction; and

3.4.3.3. If any Permit conditions are established for specific portions of the MS4, Co-Permittees need only comply with the Permit conditions relating to those portions of the MS4 for which they are the operator.

3.4.4. Each Co-Permittee is jointly liable for compliance with annual reporting requirements identified in Part 5.5, with the exception that a Co-Permittee is individually liable for any parts of the annual report that relate exclusively to portions of the MS4 where it is the operator.

3.4.5. Specific Co-Permittees are jointly liable for Permit compliance on portions of the MS4 as follows:

3.4.5.1. Where operational or SWMP implementation authority over portions of the MS4 has been transferred from one Co-Permittee to another in accordance with legally binding interagency agreements, both the owner and the operator may be jointly liable for Permit compliance on those portions of the MS4; and

3.4.5.2. Where one or more Co-Permittees jointly owns or operates a portion of the MS4, each owner/operator is jointly liable for compliance with Permit conditions on the shared portion of the MS4.

4.0 Storm Water Management Program

4.1. Requirements

4.1.1. Permittees shall develop, implement, and enforce a SWMP designed to reduce the discharge of pollutants from the MS4, protect water quality, and satisfy the appropriate water quality requirements of the Act. The SWMP shall include the six minimum control measures described in Part 4.2, as well as the requirements identified in Parts 3 and 4.1.

4.1.1.1. The SWMP shall be developed and implemented in accordance with the schedules contained in Part 4.0.

4.1.2. Permittees shall have an ongoing documentation process for implementation of the SWMP to evaluate overall Permit compliance/non-compliance and evaluate the effectiveness of the SWMP implementation to protect water quality.

4.1.2.1. Permittees shall track each component of the SWMP, e.g., the number of inspections performed, official enforcement actions taken, types of public education activities, etc., implemented as required for each SWMP component.

4.1.2.2. Permittees shall secure the resources necessary to meet all requirements of this Permit. Permittees shall conduct and document an annual analysis of the capital and operation and maintenance expenditures needed, allocated, and spent, as well as the necessary staff resources needed and allocated to meet the requirements of this Permit.

4.1.2.3. Permittees shall track effectiveness of SWMP BMPs or program implementation to demonstrate that the SWMP is protective of water quality. This information shall be used to update SWMP BMPs, conduct planning, and set priorities.

4.1.3. Permittees shall develop a SWMP which includes BMPs that the Permittee or another Person will implement for each of the six (6) storm water minimum control measures. Permittee shall develop a SWMP which includes:

4.1.3.1. Measurable Goals for each of the BMPs which includes, at a minimum, the months and years in which the Permittee will undertake required actions including: interim milestones and the frequency of the actions, if applicable.

4.1.3.2. The person(s) responsible for implementing or coordinating the BMPs contained within the SWMP document.

4.1.3.3. The roles and responsibilities of all offices, departments, Directors, or sub-sections, and if necessary, other responsible entities.

4.1.3.4. Any necessary agreements, contracts, or MOUs between said entities that affect the implementation and operation of the SWMP. Necessary agreements, contracts, and MOUs shall deal with coordination or clarification of the responsibilities associated with the detection and elimination of improper connections or illicit discharges to the MS4, BMP coordination or other coordinated programs or sensitive issues of unclear or overlapping responsibility.

4.2. Minimum Control Measures

To achieve pollutant reductions to the Maximum Extent Practicable ("MEP"), Permittees shall include the following six minimum control measures in the SWMP:

4.2.1. Public Education and Outreach on Storm Water Impacts

Permittees shall implement a public education and outreach program to promote behavior change by the public to reduce water quality impacts associated with pollutants in storm water runoff and illicit discharges. Outreach and educational efforts shall include a multimedia approach and shall be targeted and presented to specific audiences for increased effectiveness.

The educational program shall include documented education and outreach efforts for the following audiences: 1) general public; 2) institutions, industrial, and commercial facilities; and 3) engineers, construction contractors, developers, development review staff, and land use planners; pertinent parties.

Permittees shall define the specific messages for each audience. Permittees shall identify methods that will be used to evaluate the effectiveness of the educational messages and the overall education program. An effective program shall show evidence of focused messages and audiences as well as demonstration that the defined goal of the program has been achieved. Any methods used to evaluate the effectiveness of the program shall be tied to the defined goals of the program and the overall objective of knowledge and changes in behavior.

Permittees shall include written documentation or rationale as to why particular BMPs were chosen for the public education and outreach program.

The minimum performance measures, which should be based on the land uses and target audiences found within the community, are:

4.2.1.1. Permittees shall target specific pollutants and pollutant sources determined by the Permittee to be impacting, or have the potential to impact, the designated uses of a receiving water based on land use. This includes: 1) providing information which describe the potential impacts from storm water discharges; 2) methods for avoiding, minimizing, reducing and/or eliminating the adverse impacts of storm water discharges; and 3) the actions individuals can take to improve water quality, including encouraging participation in local environmental stewardship activities.

4.2.1.2. General Public. On an annual basis, Permittees shall provide and document education outreach given to the **general public** on the Permittee's prohibitions against illicit discharges and improper disposal of waste and the impacts to water quality associated with these types of discharges. Permittees shall document dates, topics, and number of people educated for each component of their education and outreach program.

4.2.1.2.1. Permittees shall, at a minimum, consider the following topics: 1) maintenance of septic systems; 2) effects of outdoor activities such as lawn care (use of pesticides, herbicides, and fertilizers); 3) benefits of onsite infiltration of storm water; 4) effects of automotive work and car washing on water quality; 5) proper disposal of swimming pool water; 6) proper management of pet waste; and 7) any other relevant topics specific to the MS4. Permittees shall evaluate these topics and prioritize education on those most relevant to the community.

4.2.1.3. Institutions, Industrial, and Commercial Facilities. On an annual basis, Permittees shall provide, and document, education and outreach given to **institutions, industrial, and commercial facilities** of the Permittee's prohibitions against illicit discharges and improper disposal of waste and the impacts to water quality associated with these types of discharges. Permittees shall document dates, topics, and number of people educated for each component of their education and outreach program.

4.2.1.3.1. Permittee's shall, at a minimum, consider the following topics: 1) proper lawn maintenance (use of pesticides, herbicides and fertilizer); 2) benefits of appropriate onsite infiltration of storm water; 3) building and equipment maintenance (proper management of waste water); 4) use of salt or other deicing materials (cover/prevent runoff to storm system and contamination to ground water); 5) proper storage of materials (emphasize pollution prevention); 6) proper management of waste materials and dumpsters (cover and pollution prevention); 7) proper management of parking lot surfaces (sweeping); and 8) any other relevant topics specific to the MS4. Permittees shall evaluate these topics and prioritize education on those most relevant to the community. This education can also be a part of the Illicit Discharge Detection and Elimination measure detailed in Part 4.2.3.

4.2.1.4. Construction Engineers, Contractors, Developers, Development Review Staff, and Land Use Planners. On an annual basis, Permittee's shall provide, and document, education and outreach given to **engineers, construction contractors, developers, development review staff, and land use planners** concerning the development of storm water pollution prevention plans ("SWPPPs") and BMP use, to reduce adverse impacts from storm water runoff from development sites. Permittees shall document dates, topics, and number of people educated for each component of their education and outreach program. This education can also be a part of the Construction Site Storm Water Runoff minimum control measure detailed in Part 4.2.4.

*4.2.2. **Public Involvement/Participation***

Permittees shall implement a program that complies with applicable State and Local public notice requirements. The SWMP shall include ongoing opportunities for public involvement and participation, but at a minimum, two (2) times annually. Permittees can meet this requirement through advisory panels, public hearings, watershed committees, stewardship programs, environmental activities, volunteer opportunities, or other similar activities. Permittees should involve potentially affected stakeholder groups, including but not limited to, commercial and industrial businesses, trade associations, environmental groups, homeowners' associations, and education organizations.

The minimum performance measures are:

4.2.2.1. Permittees shall adopt a program or policy directive to create opportunities for the public to provide input during the decision-making processes involving the development, implementation and update of the SWMP, including development and adoption of all required ordinances or regulatory mechanisms.

4.2.2.2. Renewal Permittees and New Applicants shall make the SWMP available to the public for review and input prior to submission to the Division.

4.2.2.3. Permittees shall post the latest version of the SWMP within **180 days** from the effective date of the Permit on their website and shall clearly denote a specific contact person and phone number or email address to allow the public to review and provide input for the duration of the Permit. The Permittee shall keep a current version of the SWMP available on a website for public review and input for the duration of the Permit.

4.2.3. Illicit Discharge Detection and Elimination

All Permittees shall revise, as necessary, implement and enforce an IDDE program to systematically find and eliminate sources of non-storm water discharges from the MS4 and to implement defined procedures to prevent illicit connections and discharges according to the minimum performance measures listed in this Part. The IDDE program shall be described in writing, included in the Permittee's SWMP, and contain the elements detailed in this Part.

The minimum performance measures are:

4.2.3.1. MS4 Map. Permittees shall maintain a current storm sewer system map which includes the locations of all MS4: 1) outfalls; 2) receiving waters; 3) storm drain pipes; and 4) other storm water treatment and conveyance structures within the MS4.

4.2.3.2. Regulatory Mechanism. Permittees shall prohibit, through ordinance or other regulatory mechanism, non-storm water discharges, as defined in Part 7.0, to the MS4. Permittees shall require removal of such discharges consistent with Part 4.2.3.4.3 and implement appropriate enforcement procedures and actions. The Permittee shall have a variety of enforcement options in order to apply and escalate enforcement procedures as necessary based on the severity of violation and/or the failure of the violator to address the violation(s). Discharges authorized by a separate UPDES Permit, and non-storm water discharges listed in Part 1.2.2.2, are exempt.

4.2.3.2.1. Permittees shall have adequate legal authority to detect, investigate, eliminate, and enforce against non-storm water discharges, as defined in Part 7.0, into the MS4. Adequate legal authority may be an effective ordinance, or other regulatory mechanism. The Permittee's SWMP shall include a reference or citation of the authority the Permittee will use to implement all aspects of the IDDE program.

4.2.3.3. IDDE Plan. Permittees shall prepare and implement a written plan to detect and address non-storm water discharges as defined in Part 7.0 to the MS4.

The plan shall include:

4.2.3.3.1. Priority Area Identification. Written systematic procedures for locating and listing the following priority areas likely to have illicit discharges, if applicable: 1) areas with older infrastructure that are more likely to have illicit connections; 2) industrial, commercial, or mixed-use areas; 3) areas with a history of past illicit discharges; 4) areas with a history of illegal dumping; 5) areas with onsite sewage disposal systems; 6) areas with older sewer lines or with a history of sewer

overflows or cross-connections; 7) areas upstream of sensitive water bodies; and 8) other areas the Permittee determines to be likely to have illicit discharges.

The Permittee shall document the basis for the selection of each priority area and create a list of all priority areas identified in the system. This priority area list shall be updated annually to reflect changing priorities.

4.2.3.3.2. Priority Area Inspections. Permittees shall conduct field inspections of areas which are considered a priority area, as identified in Part 4.2.3.3.1, annually at a minimum, and utilize an inspection form to document findings.

4.2.3.3.3. Dry Weather Screening Inspections. Permittees shall conduct dry weather screenings at all outfalls to verify those locations and detect illicit discharges to receiving waters at least once during the 5-year Permit term, and utilize an inspection form to document findings.

4.2.3.3.4. Other Permitting. Permittees shall notify the Director within 30 days if the Permittee discovers or suspects that a discharger may need a separate UPDES Permit, e.g., Industrial Storm Water Permit, Dewatering Permit, etc.

4.2.3.3.5. Household Hazardous Waste Collection. Permittees shall promote or provide services for the collection of household hazardous waste.

4.2.3.3.6. IDDE Hotline. Permittees shall publicly list and promote a hotline or other local telephone number for public reporting of spills and other illicit discharges. Permittees shall keep a written record of all calls received, all follow-up actions taken, and any feedback received from public education efforts.

4.2.3.4. SOPs. Permittees shall implement the following SOPs in the IDDE program:

4.2.3.4.1. Tracing Illicit Discharges. Permittees shall implement a SOP for tracing the source of an illicit discharge. The SOP shall include procedures for: 1) visual inspections; 2) opening manholes when necessary; 3) using mobile cameras; 4) using field tests of selected chemical parameters as indicators of discharge sources; 5) collecting and analyzing water samples for the purpose of determining sanctions or penalties; and/or 6) other detailed inspection procedures.

4.2.3.4.1.1. When the source of an illicit non-storm water discharge is identified and confirmed, the Permittee shall record the following information in an inspection report: 1) the date the Permittee became aware of the non-storm water discharge; 2) the date the Permittee initiated an investigation of the discharge; 3) the date the discharge was observed; 4) the location of the discharge; 5) a description of the discharge; 6) the method of discovery; 7) the date of removal, repair, or enforcement action; 8) the date and method of removal verification. Analytical monitoring may be necessary to aid in the identification of potential sources of an illicit discharge and to characterize the nature of the illicit discharge. The Permittee shall document in the inspection report the decision process for utilizing analytical monitoring.

4.2.3.4.1.2. When a reported illicit non-storm water discharge is investigated, but does not impact the MS4's system, Permittees shall record the following information in

an inspection report: 1) the date the Permittee became aware of the reported non-storm water discharge; 2) the date the Permittee initiated an investigation of the reported discharge; 3) the location of the reported discharge; 4) a description of the reported discharge; and 5) a description of the steps taken to confirm that the Permittee's system wasn't impacted.

4.2.3.4.2. Characterizing Illicit Discharges SOP. Permittees shall implement SOPs for characterizing the nature of illicit discharges and the potential public or environmental threat posed by the discharges when found by or reported to the Permittee by the hotline or other telephone number described in Part 4.2.3.3.6 These procedures shall include detailed instructions for determining the substance of the illicit discharge. If a substance is unknown, the Permittee shall have procedures for evaluating or referring substance characterization to an alternative Person.

4.2.3.4.3. Ceasing Illicit Discharges SOP. Permittees shall implement SOPs for ceasing the illicit discharge, including: 1) notification of appropriate authorities; 2) notification of the property owner; 3) technical assistance for removing the source of the discharge or otherwise eliminating the discharge; 4) detailed instructions for evaluating how the discharge will be immediately contained, and steps to contain the discharge; 5) follow-up inspections; and 6) escalating enforcement and legal actions if the discharge is not eliminated. Compliance with this provision will be achieved by initiating an investigation immediately upon being alerted of a potential illicit discharge. Illicit discharge(s) to the MS4 are prohibited and any such discharges are a continuing violation of this Permit until the discharge(s) are eliminated.

4.2.3.4.3.1. Upon confirmation of an illicit non-storm water discharge which impacted the MS4's system, the Permittee shall ensure immediate cessation of illicit non-storm water discharges pursuant to Part 4.2.3.2.1. Upon confirmation of responsible parties, the Permittee shall take all necessary actions in accordance with the enforcement procedures pursuant to Part 4.2.3.4.3. If the responsible party is unknown when the illicit non-storm water discharge is confirmed, the Permittee shall take all necessary steps to cease the discharge. The Permittee should have regulatory authority to pursue cost recovery pursuant to Part 4.2.3.2, if necessary.

4.2.3.4.4. Spill and Improper Disposal SOP. Permittees shall develop a written spill and improper disposal response SOP including a flow chart for internal use, that shows the procedures for responding to public referrals of illicit discharges, the various responsible agencies and respective contacts, and who would be involved in illicit discharge incident response, even if it is a different Person, other than the Permittee. The list shall be maintained and updated as changes occur.

4.2.3.4.5. Program Evaluation and Assessment SOP. Permittees shall implement procedures for program evaluation and assessment which includes maintaining a database for mapping; tracking of the number and type of spills or illicit discharges identified; and inspections conducted pursuant to potential illicit discharges.

4.2.3.5. Records. Permittees shall thoroughly document all IDDE investigations. The Permittee shall provide inspection reports to the Director, upon request. All IDDE documentation

shall be retained for a period of five years. This period may be extended by the Director at any time.

4.2.3.6. Training. Permittees shall, at a minimum, train all staff, MS4 contractors, office personnel, or other responsible entities that, as part of their normal job responsibilities, might come into contact with, receive calls, or otherwise observe an illicit non-storm water discharge as follows:

4.2.3.6.1. Frequency. Permittees shall ensure that new hires and MS4 contractors are trained within **60 days** of hire/contract date and annually thereafter, at a minimum. Follow-up training shall be provided, as needed, to address changes in procedures, methods, or staffing.

4.2.3.6.2. Topics. The training shall, at a minimum, include topics relating to illicit non-storm water discharges including: 1) identification and reporting; 2) investigation, termination, clean-up, and enforcement procedures; and 3) investigation documentation requirements. Training shall focus on the topics most relevant to the employee's position to ensure protection of water quality.

4.2.3.6.3. Records. Permittees shall keep and maintain annual and new hire training records that include dates, activities or course descriptions, and names and positions of staff in attendance.

4.2.3.7. The Director reserves the right to request documentation or further investigation of a particular non-storm water discharge of concern, to determine a reasonable basis for allowing the non-storm water discharge to the MS4, and excluding the discharge from the Permittee's program. The Director may require inclusion of the discharge in the Permittee's program, if water quality concerns cannot otherwise be reasonably satisfied.

4.2.4. Construction Site Storm Water Runoff Control

Permittees shall revise, as necessary, implement and enforce a program to reduce pollutants in any storm water runoff to the MS4 from qualifying construction sites, as defined in Part 7.0, according to the minimum performance measures listed in this Part. Permittees shall ensure that public and private projects, including projects proposed by the Permittee's own departments and agencies, comply with these requirements. The Permittee may meet these requirements through coordination with another regulated MS4; however, the Permittee shall retain documentation that the requirements of Part 4.2.4 have been met.

The minimum performance measures are:

4.2.4.1. Regulatory Authority. Permittees shall revise, as necessary, and enforce an ordinance or other regulatory mechanism that requires compliance with all requirements set forth in the most current, applicable UPDES construction storm water permits, which can be found at construction.stormwater.utah.gov. The regulatory mechanism shall include sanctions to ensure compliance. The regulatory mechanism shall apply to qualifying construction sites, as defined by Part 7.0.

4.2.4.1.1. Permittees shall require construction operators to prepare and implement a SWPPP to protect water quality. The SWPPP requirements shall be consistent with the

SWPPP requirements set forth in the most current, applicable UPDES construction storm water permits, which can be found at: https://deq.utah.gov/water-quality/general-construction-storm-water-updes-permits.

4.2.4.1.2. Permittees shall require construction operators to obtain coverage under the current, applicable UPDES construction storm water permits for the duration of the project. Permittees shall require construction operators to renew coverage, if necessary, and terminate coverage, when appropriate. Coverage can be managed online at: https://npdes-ereporting.epa.gov/net-cgp.

4.2.4.1.3. The regulatory mechanism shall include a provision for access by qualified person as defined in Part 7.0, to inspect construction sites, including storm water BMPs, on private properties that discharge to the MS4.

4.2.4.2. Enforcement Strategy. Permittees shall develop a written enforcement strategy, and implement the enforcement provisions of the regulatory mechanism.

The enforcement strategy shall include:

4.2.4.2.1. Construction Oversight Enforcement SOP. Permittees shall develop an SOP which includes: 1) specific processes and sanctions to minimize the occurrence of violations and obtain compliance from violators; 2) appropriate escalating enforcement procedures and actions, including an appeals process that is published in a publicly accessible location; 3) notification and documentation procedures for enforcement actions; and 4) a definition of who has authority to implement enforcement procedures on behalf of the MS4. The Permittee shall have the authority to the extent authorized by law to impose sanctions to ensure compliance with the local program.

4.2.4.2.2. Enforcement Tracking. Documentation and tracking of all enforcement actions.

4.2.4.3. Pre-Construction SWPPP Review. Permittees shall develop and implement a checklist for pre-construction SWPPP review that is consistent with the requirements of the current, applicable UPDES construction storm water permits. The checklist shall include consideration of potential water quality impacts and procedures for pre-construction review. This SWPPP review may occur during the first pre-construction onsite inspection.

Prior to construction, the Permittee shall:

4.2.4.3.1. Meeting. Conduct a pre-construction SWPPP meeting which includes a review of: 1) the site design; 2) the planned operations at the construction site; 3) planned BMPs during the construction phase; 4) the planned BMPs to manage runoff created after development; and 5) the Permittee's enforcement policy.

4.2.4.3.2. Public Input. Develop procedures for receiving and considering information and comments submitted by the public on proposed projects.

4.2.4.3.3. Site Prioritization. Determine whether the site is a priority construction site, as defined in Part 7.0.

4.2.4.4. Construction Site Storm Water Runoff Control Inspection Program. Permittees shall implement and document a construction site storm water runoff control inspection program to ensure compliance with all requirements set forth in the most current, applicable UPDES construction storm water permits.

The program shall include the following:

4.2.4.4.1. Construction Oversight Inspections SOP. Permittees shall develop and implement SOPs for construction oversight inspections of qualifying construction sites which include: 1) who is responsible for site inspections; 2) procedures for the oversight inspections, follow-up, and documentation as identified in Parts 4.2.4.4.2 - 4.2.4.4.6; and 3) procedures for being notified by construction operators/owners of completion of active construction so that the Permittee may conduct verification of final stabilization and removal of all temporary control measures. If inspections are contracted outside of the MS4, an individual or Person who prepares a SWPPP for a construction project may not perform the construction site inspections required of Parts 4.2.4.4.2 - 4.2.4.4.6 on behalf of the Permittee.

4.2.4.4.2. Monthly Inspections. Permittees shall conduct monthly inspections of all new qualifying construction sites, as defined in Part 7.0. These inspections shall be conducted by a qualified person, as defined in Part 7.0, using the Construction Oversight Inspection Form found on the Division's MS4 website at: https://deq.utah.gov/water-quality/municipal-separate-storm-sewer-system-ms4s-permits-updes-permits.

4.2.4.4.2.1. Adequate Compliance History. Permittees shall reduce their monthly inspection frequency to the inspection frequency identified in Part 4.2.4.4.4 if the site does not qualify as a priority site as identified in Part 4.2.4.4.3, and the site has demonstrated an adequate compliance history as defined in Part 7.0. If at any point, the site does not meet the definition of an adequate compliance history, the Permittee shall resume monthly inspections until the site regains an adequate compliance history.

4.2.4.4.2.2. Frozen Conditions. Permittees may reduce their monthly inspections to the inspection frequency identified in Part 4.2.4.4.4 if the operator has suspended construction activities due to frozen conditions as defined in Part 7.0. Monthly inspections shall immediately resume with any thawing conditions as defined in Part 7.0. The Permittee is required to conduct site inspections based upon actual conditions e.g., if thawing conditions occur sooner than expected, the Permittee is required to conduct inspections at the regular frequency.

4.2.4.4.2.3. Arid Locations. Permittees may reduce their monthly inspections to the inspection frequency identified in Part 4.2.4.4.4 if the site is located within an arid location as defined in Part 7.0, and within the seasonally dry period as defined in Part 7.0. Monthly inspections shall immediately resume with any rain event even if the seasonally dry period has not ended.

4.2.4.4.3. Priority Inspections. The Permittee shall conduct inspections of priority construction sites, as defined in Part 7.0, at least every month. These inspections shall be conducted by a qualified person, as defined in Part 7.0, using the

Construction Oversight Inspection Form found on the Division's MS4 website at: https://deq.utah.gov/water-quality/municipal-separate-storm-sewer-system-ms4s-permits-updes-permits.

4.2.4.4.4. Other Inspections. The Permittee shall conduct inspections at qualifying construction sites, as defined in Part 7.0, at a minimum, of all phases of construction, as required by Part 4.2.4.4.5, including: 1) one inspection prior to land disturbance; 2) one inspection each year during active construction; 3) one inspection following active construction; and 4) inspections to investigate any verified complaint. These inspections shall be conducted by a qualified person, as defined in Part 7.0, using the Construction Oversight Inspection Forms found on the Division's MS4 website at: https://deq.utah.gov/water-quality/municipal-separate-storm-sewer-system-ms4s-permits-updes-permits.

4.2.4.4.5. Electronic Oversight Inspections. The Permittee shall utilize an electronic site inspection to conduct MS4 oversight inspections at construction sites. The oversight inspection shall meet the requirements of Part 4.2.4. The Permittee may complete an on-site inspection if the Permittee has a documented reason for justifying an on-site oversight inspection. Circumstances that may be considered documented reasons include, but are not limited to, inadequate characterization in electronic site inspections of site conditions or portions of a site; verified complaints; contractor has opted-out; or any other evidence of noncompliance with Permit conditions that warrants an on-site inspection. The Permittee shall provide 48-hours advance notice of on-site inspection unless there is an imminent threat of a discharge. The Permittee may resolve documented reasons for inspection under this paragraph electronically in lieu of onsite inspection.

4.2.4.4.6. Inspection Follow-up. Based on site inspection findings, the Permittee shall take all necessary follow-up actions, e.g., re-inspection, enforcement, to ensure compliance in accordance with the Permittee's enforcement strategy. These follow-up and enforcement actions shall be tracked and documented.

4.2.4.5. Training. Permittees shall provide training to all staff and MS4 contractors whose primary job duties are related to implementing the construction storm water program as follows:

4.2.4.5.1. Frequency. Permittees shall ensure that new hires/MS4 contractors are trained within **60 days** of hire/contract date and annually thereafter, at a minimum. Follow-up training shall be provided as needed to address changes in procedures, methods, or staffing.

4.2.4.5.2. Topics. The training shall, at a minimum, include topics relating to the construction storm water program including: 1) permitting; 2) plan review; 3) construction site inspections; and 4) enforcement of construction projects. Training shall focus on the topics most relevant to the employee's position to ensure protection of water quality.

4.2.4.5.3. Records. Permittees shall keep and maintain annual and new hire training records that include dates, activities or course descriptions, and names and positions of staff in attendance.

4.2.4.6. Record Retention. Permittees shall maintain records of all qualifying construction sites, as defined in Part 7.0. The Permittee shall keep records which include, but are not limited to, site plan reviews, SWPPP review, oversight inspections, and enforcement actions including any verbal warnings, stop work orders, warning letters, notices of violation, and any other enforcement conducted. The Permittee shall be able to demonstrate that each construction site's SWPPP is complete and in compliance with state regulations. The Permittee shall keep records of these projects for five years or until construction is completed, whichever is longer.

4.2.5. Long-Term Storm Water Management in New Development and Redevelopment (Post-Construction Storm Water Management)

Permittees shall revise, as necessary, implement, and enforce a program to address post-construction storm water runoff to the MS4 from private and public new development and redevelopment of qualifying construction sites as defined in Part 7.0, meeting the requirements of Part 4.2.5 ("New Development/Redevelopment program"). The water quality considerations of this minimum control measure do not replace or substitute water quantity or flood management requirements implemented on the local level for new development or redevelopment sites. The Permittee may incorporate water quality controls into the design of structures intended for flow control; or the Permittee may use separate control measures to achieve water quality controls. The New Development/Redevelopment program shall apply to private and public development sites.

The minimum performance measures are:

4.2.5.1. Post-Construction Controls. The Permittee's New Development/Redevelopment program shall have requirements or standards to ensure that any storm water controls or management practices for new development and redevelopment will prevent or minimize impacts to water quality. Storm water controls shall be selected to address pollutants known to be discharged, or have potential to be discharged, from the site.

4.2.5.1.1. Non-Structural Controls. The Permittee's New Development/Redevelopment program shall include non-structural BMPs. The Permittee shall consider non-structural BMPs including requirements and standards to: 1) minimize development in areas susceptible to erosion and sediment loss; 2) minimize the disturbance of native soils and vegetation; 3) preserve areas that provide important water quality benefits; 4) implement measures for flood control; and 5) protect the integrity of natural resources and sensitive areas.

4.2.5.1.2. Retention Requirement. Permittees shall develop and define a specific hydrologic method(s) for calculating runoff volumes and flow rates to ensure consistent sizing of structural storm water controls in their jurisdiction and to facilitate plan review.

Permittees shall require the following conditions for new development and redevelopment projects of qualifying construction sites, as defined in Part 7.0:

New development projects shall manage rainfall on-site and prevent the off-site discharge of the precipitation from all rainfall events less than or equal to the 80th percentile rainfall event, as defined in Part 7.0, or a predevelopment hydrologic condition, whichever is less.

Redevelopment projects shall provide a site-specific and project-specific plan aimed at net gain to onsite retention or a reduction to impervious surface to provide similar water quality benefits. If a redevelopment project increases the impervious surface by greater than 10%, the project shall manage rainfall on-site and prevent the off-site discharge of the net increase in the volume associated with the precipitation from all rainfall events less than or equal to the 80th percentile rainfall event as defined in Part 7.0.

4.2.5.1.3. LID Approach. The Permittee's New Development/Redevelopment program shall include a process which requires the evaluation of a LID approach for all projects of qualifying construction sites, as defined in Part 7.0, subject to the requirements in Part 4.2.5.1.2. A LID approach promotes the implementation of storm water controls that allow storm water to infiltrate, have evapotranspiration or harvest[1] and reuse storm water on site to reduce runoff from the site and protect water quality.

Guidance for implementing LID controls which are appropriate for use in the State of Utah can be found in *A Guide to Low Impact Development within Utah* ("the LID Guide"), available on the Division's MS4 website: https://deq.utah.gov/water-quality/municipal-separate-storm-sewer-system-ms4s-permits-updes-permits. The Permittee shall allow for use of a minimum of five LID practices from the list in Appendix C of the LID Guide. If the Permittee has not adopted specific LID practices from Appendix C of the LID Guide, any LID approach that meets Part 4.2.5.1.2 and is feasible may be used to meet this requirement.

4.2.5.1.4. Feasibility. The Permittee's New Development/Redevelopment program shall include a process to evaluate a site's feasibility to implement LID controls. If the Permittee determines that it is infeasible for a site to meet retention standards described in Part 4.2.5.1.2, the Permittee shall document a rationale for the use of alternative design criteria including storm water controls that provide water quality benefits of LID controls to the MEP. The Permittee shall document and quantify that infiltration, evapotranspiration, and rainwater harvesting have been used to the MEP and that full employment of these controls are infeasible due to constraints. LID infeasibility may be due to one or more of the following conditions: high ground water, drinking water source protection areas, soil conditions, slopes, accessibility, excessive costs, or any other justifiable constraint.

Guidance for assessing and documenting site conditions can be found in the LID Guide in Appendix B "Storm Water Quality Report Template" located on the Division's MS4 website. A Word version can also be found on the Division's MS4 website: https://deq.utah.gov/water-quality/municipal-separate-storm-sewer-system-ms4s-permits-updes-permits.

4.2.5.2. Regulatory Mechanism. Permittees shall develop, adopt, and implement an ordinance or other regulatory mechanism that requires long-term post-construction storm water controls at new development and redevelopment sites that are qualifying construction sites, as defined in Part 7.0. The regulatory mechanism shall require storm water control

[1] Rainwater harvesting is governed by the Utah Division of Water Rights. Nothing in this Permit authorizes or requires rainwater harvesting.

selection, design, installation, operation, and maintenance standards as necessary to protect water quality and reduce the discharge of pollutants to the MS4. The regulatory mechanism shall include enforcement provisions. The regulatory mechanism shall also include:

4.2.5.2.1. Enforcement Authority. Permittees shall have enforcement provisions in the regulatory mechanism which include specific processes and sanctions to minimize the occurrences of violations and obtain compliance from chronic and recalcitrant violators. These processes and sanctions shall include appropriate, escalating enforcement procedures and actions, including an appeals process. Permittees shall develop a written enforcement strategy and implement the enforcement provisions of the regulatory mechanism.

4.2.5.2.2. Access. The regulatory mechanism shall include provisions for post-construction access for Permittees to inspect storm water control measures on private properties that discharge to the MS4 to ensure that adequate maintenance is being performed.

4.2.5.2.3. Maintenance Agreements. The regulatory mechanism may require private property owner/operators or qualified third parties to conduct maintenance and provide certification that adequate maintenance has been performed and the structural controls are operating as designed to protect water quality, in lieu of the Permittee. If the Permittee requires a maintenance agreement for maintenance of control measures installed on site, the agreement shall allow: 1) the Permittee to conduct oversight inspections of the any installed storm water control measures onsite; 2) account for transfer of responsibility in leases and/or deeds; and 3) allow the Permittee to perform necessary maintenance or corrective actions neglected by the property owner/operator and bill or recoup costs from the property owner/operator as needed. If the private Person neglects maintenance on a storm water control, the Permittee shall ensure maintenance per its enforcement program; including, conducting the maintenance and recouping costs, if necessary.

4.2.5.2.4. Regulatory Authority Documentation. Permittees shall maintain documentation on how the requirements of the ordinance or other regulatory mechanism will protect water quality and reduce the discharge of pollutants to the MS4. Documentation shall include: 1) how long-term storm water controls were selected; 2) the pollutant removal performance expected from the selected controls; and 3) the technical basis that supports the performance claims for the selected controls.

4.2.5.3. Plan Review. The Permittee shall:

4.2.5.3.1. Adopt and implement SOPs for site plan review that evaluate potential water quality impacts. The SOPs shall apply through the life of the project from conceptual design to project closeout.

4.2.5.3.2. Review post-construction plans for, at a minimum, all new development and redevelopment sites that are qualifying construction sites, as defined in Part 7.0, to ensure that the plans include long-term storm water management measures that meet the requirements of Part 4.2.5.

4.2.5.4. Inspections. The Permittee shall adopt and implement SOPs for site inspection and enforcement of post-construction storm water control measures to ensure adequate ongoing long-term operation and maintenance of approved storm water control measures. These SOPs shall, at a minimum, include procedures for inspection, follow-up, and documentation according to the requirements below:

4.2.5.4.1. Control Verification Inspection. Permittees shall inspect, using a person who has been appropriately trained, as identified in Part 4.2.5.6, permanent structural storm water controls at least once during installation. Upon completion of the control, the Permittee shall verify that long-term storm water controls were constructed as designed. The Permittee shall document these inspections.

4.2.5.4.2. Maintenance Inspections. Permittees, or, if applicable, the property owner/operator, shall conduct inspections and any necessary maintenance at least every other year, or as necessary, to maintain functionality of the control. On sites where the property owner/operator is conducting maintenance, the Permittee shall inspect those storm water control measures and associated owner/operator inspection documentation at least once every five years, or more frequently, as determined by the Permittee, to verify and ensure that adequate maintenance is being performed. Permittees, or the property owner/operator, shall document these inspections in an inspection report.

4.2.5.4.2.1. The inspection report shall include the following: 1) inspection date; 2) name and signature of inspector; 3) project location; 4) current ownership information; 5) a description of the condition of the storm water control measure including the condition of: vegetation and soils; inlet and outlet channels and structures; catch basins; spillways; weirs, and other control structures; and sediment and debris accumulation in storage as well as in and around inlet and outlet structures; and 6) specific maintenance issues or violations found that need to be corrected by the property owner/operator along with deadlines and re-inspection dates.

4.2.5.5. Inventory. Permittees shall maintain an inventory of all post-construction structural storm water control measures installed and implemented at new development and redevelopment sites that are qualifying construction sites, as defined in Part 7.0. This inventory shall include both public and private sector sites located within the Permittee's service area that were developed since the Permittee obtained coverage by this Permit, or the date that post-construction requirements came into effect, whichever is later.

4.2.5.5.1. Each entry to the inventory shall include: 1) basic information on each project, such as project's name, owner's name and contact information, location, installation date, etc.; 2) short description of each storm water control measure (type, number, design or performance specifications); 3) short description of maintenance requirements (frequency of required maintenance and inspections); and 4) inspection information (date, findings, follow up activities, prioritization of follow-up activities, compliance status).

4.2.5.5.2. Based on inspections conducted pursuant to Part 4.2.5.4, the Permittee shall update the inventory when changes occur in property ownership, or in the specific control measures implemented at the site.

4.2.5.6. Training. Permittees shall provide training to all staff and MS4 contractors, including MS4 inspectors, engineers, development and plan review staff, land use planners, and other pertinent parties, whose primary job duties are related to implementing the post-construction storm water management program as follows:

4.2.5.6.1. Frequency. Permittees shall ensure that new hires and MS4 contractors are trained within **60 days** of hire/contract date, and annually thereafter, at a minimum. Follow-up training shall be provided, as needed, to address changes in procedures, methods, or staffing.

4.2.5.6.2. Topics. The training shall, at a minimum, include topics relating to the post-construction storm water program including procedures for: 1) fundamentals of long-term storm water management; 2) plan review; 3) inspections; 4) enforcement; 5) LID and green infrastructure practices; and 6) the specific requirements for post-construction control and the associated storm water controls identified in the SWMP. Training shall focus on the topics most relevant to the employee's position to ensure protection of water quality.

4.2.5.6.3. Records. Permittees shall keep and maintain annual and new hire training records that include dates, activities or course descriptions, and names and positions of staff in attendance.

4.2.6. Pollution Prevention and Good Housekeeping for Municipal Operations

Permittees shall implement a program for Permittee-owned or operated facilities, operations and structural storm water controls that includes SOPs, pollution prevention BMPs, SWPPPs or a similar type of document, and a training component that have the ultimate goal of preventing or reducing the runoff of pollutants to the MS4 and waters of the state ("Pollution Prevention and Good Housekeeping program"). The Permittee shall include all components of the Pollution Prevention and Good Housekeeping program in the SWMP and shall identify the department responsible for performing each activity described in this section. The Permittee shall develop an inventory of all such Permittee-owned or operated facilities. The Permittee shall review this inventory annually and update as necessary.

The minimum performance measures are:

4.2.6.1. Inventory. Permittees shall develop and keep current a written inventory of all the following potential "high priority" facilities that are owned or operated by the Permittee and all the associated storm water controls, at a minimum. The Director may add additional facilities to the list, as needed.

The inventory shall include, but is not limited to, the following facilities: 1) composting facilities; 2) equipment storage and maintenance facilities; 3) fuel farms; 4) hazardous waste disposal facilities; 5) hazardous waste handling and transfer facilities; 6) incinerators; 7) landfills; 8) landscape maintenance on municipal property; 9) materials storage yards; 10) pesticide storage facilities; 11) public buildings, including libraries, police stations, fire stations, municipal buildings, restrooms, and similar Permittee-owned or operated buildings; 12) public parking lots; 13) public golf course maintenance facilities; 14) public swimming pool maintenance facilities; 15) public

works yards; 16) public marinas or boat launches; 17) recycling facilities; 18) salt storage facilities and de-icing storage facilities; 19) solid waste handling and transfer facilities; 20) street repair and maintenance facilities and/or shed sites; 21) vehicle storage and maintenance yards; 22) airports; 23) animal control facilities; 24) vehicle salvage yards; 25) chemical storage facilities; and 26) transportation hubs, including bus stations.

4.2.6.2. Possible Pollutants at Inventoried Facilities. Permittees shall assess the written inventory of Permittee-owned or operated facilities, operations, and storm water controls identified in Part 4.2.6.1 and make a list of common pollutants that may originate from these facilities and how to prevent them from entering the storm water system. A description of the assessment process and findings shall be included in the SWMP document.

4.2.6.3. Identification of "High Priority" Facilities. Based on the assessment required in Part 4.2.6.2, the Permittee shall identify as "high priority" those facilities or operations that have: 1) pollutants stored at the site; 2) improperly stored materials; 3) potential pollutant-generating activities performed outside, e.g. changing automotive fluids; 4) close proximity to fresh water and water bodies, including but not limited, to streams, canals, rivers, ponds and lakes; or 5) potential to discharge pollutant(s) of concern to impaired water(s). The Permittee shall include a description of the assessment process and findings in the SWMP.

4.2.6.3.1. Control Measures at "High Priority" Facilities. Permittees shall implement water quality control measures and BMPs at all "high priority" sites designed to target the specific pollutants generated onsite, and/or the pollutants associated with the impaired waters. The Permittee shall monitor the control measures and BMPs regularly to verify that the BMPs are functioning. Control measures, BMPs, and monitoring schedules shall be specified in the Permittee's SWMP.

4.2.6.3.2. SWPPPs for "High Priority" Facilities. Permittees shall update the SWMP to include a list of "high priority" facilities according to Part 4.2.6.3 and prepare a SWPPP for each "high priority" facility within **180 days** from the effective date of this Permit. The Permittee shall implement a SWPPP at each "high priority" facility that outlines measures to prevent pollutants from entering the storm drain system and contains an inspection.

The Permittee shall include the following information in each SWPPP: 1) facility address; 2) staff/contact information for the facility; 3) property boundaries; 4) buildings and impervious surfaces; 5) directions of storm water flow using arrows; 6) locations of structural control measures; 7) facility BMPs (non-structural); 8) location and name of the nearest defined drainage(s) which could receive runoff from the facility, whether it contains water or not; 9) locations of all storm water conveyances including ditches, pipes, basins, inlets, and swales; 10) locations where significant spills or leaks have occurred; 11) locations of all visual storm water monitoring points; 12) locations of storm water inlets and outfalls, with a unique identification code for each outfall and an approximate outline of the areas draining to each outfall; 13) locations of all non-storm water discharges; 14) locations of sources of run-on to the site from adjacent properties; and 15) locations

where on-site activities may be exposed to storm water, including, but not limited to fixed fueling operations; vehicle and equipment maintenance and/or cleaning areas; brine making areas; loading/unloading areas; waste storage or disposal areas; liquid storage tanks; process and equipment operating areas; and materials storage or disposal areas.

4.2.6.4. The following inspections shall be conducted at "high priority" Permittee-owned or operated facilities:

4.2.6.4.1. Monthly Visual Inspections. Permittees shall perform monthly visual inspections of "high priority" facilities and related storm water outfalls in accordance with the developed SOPs to verify and correct the performance of the BMPs and all other systems designed and placed to eliminate pollutant discharges. The Permittee shall track the monthly inspections in a log for every facility, and shall keep or reference the location of the inspection records within the facility's SWPPP. The inspection log should also include any identified deficiencies and the corrective actions taken to fix the deficiencies.

4.2.6.4.2. Semi-Annual Comprehensive Inspections. Permittees shall perform a comprehensive inspection of "high priority" facilities, including all storm water controls, at least twice per year. The semi-annual inspection shall specifically review and correct issues found with: 1) waste storage areas; dumpsters; vehicle and equipment maintenance/fueling areas; material handling areas and similar pollutant-generating areas; 2) previous monthly or annual inspections conducted at the facility; 3) and the facility's SWPPP. The Permittee shall document the semi-annual inspections on an inspection report and shall keep or reference the location of the inspection records within the facility's SWPPP. The semi-annual inspection shall be done in accordance with the inspection SOPs. An inspection report shall also include any identified deficiencies and the corrective actions taken to remedy the deficiencies.

4.2.6.4.3. Annual Visual Observation of Storm Water Discharges. Permittees shall visually observe the quality of the storm water discharges from the "high priority" facilities at least once per year. The Permittee shall remedy any observed problems, e.g., color, foam, sheen, turbidity, that can be associated with pollutant sources or controls as soon as practicable, but at a minimum, before the next storm event, to prevent discharge to the storm drain system. The Permittee shall document visual observations on an inspection report and shall keep or reference the location of the records of the visual observations within the facility's SWPPP. This inspection shall be done in accordance with the inspection SOPs. The inspection report shall also include any identified deficiencies and the corrective actions taken to remedy the deficiencies.

4.2.6.5. Operations and Maintenance SOPs. Permittees shall develop and implement SOPs to protect water quality at each of the facilities owned or operated by the Permittee and/or activities conducted by the Permittee including, but not limited to: 1) buildings and facilities; 2) material storage areas; 3) heavy equipment storage areas and maintenance areas; 4) parks and open spaces; 5) vehicle and equipment; 6) roads, highways, and parking lots; and 7) storm water collection and conveyance systems.

4.2.6.5.1. SOPs shall address the following practices to ensure they are protective of water quality: 1) use, storage and disposal of chemicals; 2) storage of salt, sand, gravel, landscaping materials, asphalt and other materials; 3) waste and trash management; 4) cleaning, washing, painting and maintenance activities including: cleaning of maintenance equipment, building exteriors, and trash containers; 5) sweeping roads and parking lots; 6) proper application, storage, and disposal of fertilizer, pesticides, and herbicides and minimizing their use; 7) lawn maintenance and landscaping activities including: proper disposal of lawn clipping and vegetation; 8) green waste deposited in the street; 9) proper disposal of pet wastes; 10) vehicle maintenance and repair activities, including use of drip pans and absorbents under or around leaky vehicles and equipment; 11) vehicle/equipment storage including storing indoors where feasible; 12) vehicle fueling including placing fueling areas under cover in order to minimize exposure, where feasible; 13) road and parking lot maintenance, including: pothole repair, pavement marking, sealing, and repaving; 14) cold weather operations, including plowing; sanding; application of deicing compounds; and maintenance of snow disposal areas; 15) right-of-way maintenance, including mowing; herbicide and pesticide application; 16) Permittee-sponsored events such as large outdoor festivals, parades, or street fairs and the clean-up following these events; 17) regular inspection, cleaning, and repair of storm water conveyance and structural storm water controls; 18) graffiti removal; and 19) any activities or operations not listed in this Part that would reasonably be expected to discharge contaminated runoff.

4.2.6.5.2. MS4 Maintenance SOPs. Permittees shall develop SOPs that include a schedule for Permittee owned road and parking lot sweeping and storm drain system maintenance, including priority areas. The SOPs shall include regular inspection, cleaning, and repair of catch basins, storm water conveyance pipes, ditches and irrigation canals, culverts, structural storm water controls, and structural runoff treatment and/or flow control facilities. Permittees shall prioritize sweeping and storm sewer system maintenance, with the highest priority areas being maintained at the greatest frequency. Priority areas shall be identified considering the following factors: 1) water quality concerns; 2) most recent assessment the receiving water; 3) the amount and type of material that typically accumulates in an area; or 4) other location-specific factors.

4.2.6.5.3. Waste/Wastewater Disposal. Permittees shall ensure and document proper disposal methods of all waste and wastewater removed during cleaning and maintenance of the storm water conveyance system. These disposal methods apply to, but are not limited to, street sweeping and catch basin cleaning. The materials removed from the MS4 shall be dewatered in a contained area and discharged or disposed of in accordance with federal, state and local laws. Prior to disposal, the materials shall be stored properly to avoid discharge during a storm event. Any other treatment and disposal measures that could impact waters of the state shall be reviewed and approved by the Director.

4.2.6.5.4. Vehicle/Equipment Washing. Permittees shall ensure that vehicle, equipment, and other wash waters are not discharged to the MS4 or waters of the state.

4.2.6.5.5. Snow Disposal/Melt. Permittees shall minimize discharges to waters of the state that are associated with snow disposal and melt.

4.2.6.5.6. Spill Prevention Plan. Permittees shall develop a spill prevention plan in coordination with the local fire department.

4.2.6.6. Floor Drain Inventory. Permittees shall maintain an inventory of all floor drains inside all Permittee-owned or operated buildings. Permittees shall ensure that all floor drains discharge to appropriate locations. The inventory shall be updated as necessary to ensure accuracy.

4.2.6.7. Outside Contracting. Permittees are responsible for ensuring, through contractually-required documentation and/or periodic site visits, that contractors performing operation and maintenance activities for the Permittee are using appropriate storm water controls and following the SOPs, storm water control measures, and good housekeeping practices of the Permittee.

4.2.6.8. Flood Management Controls Assessment. Permittees shall develop and implement a process to assess the water quality impacts and the design of all new flood management structural controls that are owned or operated by the Permittee or that discharge to the Permittee. This process shall include consideration of controls that can be used to minimize the impacts to site water quality and hydrology while still meeting project objectives. Permittee shall include a description of this process in the SWMP.

4.2.6.8.1. Permittees shall assess existing flood management structural controls to determine whether changes or additions are necessary to improve water quality. A description of this process and any changes or additions made shall be included in the SWMP.

4.2.6.9. Retrofit Plan. Permittees shall develop a plan to retrofit existing developed sites that the Permittee owns or operates that are adversely impacting water quality. The retrofit plan shall be developed to emphasize controls that infiltrate, have evapotranspiration, or harvest and use, storm water discharges.

The retrofit plan shall include a ranking of retrofit sites based on the following criteria: 1) proximity to a waterbody; 2) current assessment of the waterbody with the goal to improve impaired waterbodies and protect unimpaired waterbodies; 3) hydrologic condition of the receiving waterbody; 4) proximity to a sensitive ecosystem or protected area; and 5) any sites that could be further enhanced by retrofitting storm water controls.

4.2.6.10. Training. The Permittee shall require that all employees, MS4 contractors, and other responsible entities that have job functions that may impact storm water quality receive training as follows:

4.2.6.10.1. Frequency. Permittees shall ensure that new hires and MS4 contractors are trained within **60 days** of hire/contract date and annually thereafter, at a minimum. Follow-up training shall be provided as needed to address changes in procedures, methods, or staffing.

4.2.6.10.2. Topics. The training shall, at a minimum, include topics relating the Permittee's Pollution Prevention and Good-Housekeeping program including: 1) the importance of protecting water quality; 2) the requirements of Part 4.2.6; 3)

inspection and follow-up procedures; 4) ways to prevent or minimize impacts to water quality by how they perform their job activities; 5) SOPs for operation and maintenance activities; 6) SWPPPs for the "high priority" facilities; and 7) the Permittee's prohibition against illicit discharges and improper disposal of waste including the Permittee's procedures for reporting water quality concerns and potential illicit discharges. Training shall focus on the topics most relevant to the employee's position to ensure protection of water quality.

4.2.6.10.3. Records. Permittees shall keep and maintain annual and new hire training records that include dates, activities or course descriptions, and names and positions of staff in attendance.

4.3. Sharing Responsibility

4.3.1. Permittees may share implementation of one or more of the six minimum measures with another Person, or may fully delegate implementation to another Person. A Permittee may rely on another Person only if:

4.3.1.1. The other Person, in fact, implements the control measure;

4.3.1.2. The particular control measure, or component of that measure, is at least as stringent as the corresponding Permit requirement; and

4.3.1.3. The other Person agrees to implement the control measure through a written agreement. This obligation shall be maintained as part of the description given in the Permittee's SWMP. If the other Person agrees to report on the minimum control measure, the Permittee shall supply the other entity with the reporting requirements contained in Part 5.5. If the other Person fails to implement the control measure, the Permittee remains liable for any discharges due to any failure to implement the control measure.

4.3.1.4. Permittees shall conduct training of the responsible Person on the Permit requirements and applicable SOPs.

4.4. Reviewing and Revision of Storm Water Management Program

4.4.1. Storm Water Management Program Review. Permittees shall conduct and document, at a minimum, an annual review of the SWMP in conjunction with preparation of the annual report required in Part 5.5.

4.4.2. Storm Water Management Program Update. Permittees may revise the SWMP during the Permit term in accordance with the following procedures:

4.4.2.1. Revisions Requiring Director Notification. Revisions that add components, controls, or requirements, or BMPs to the SWMP may be made at any time upon written notification to the Director, unless it meets requirements outlined in Part 4.4.2.2.

4.4.2.2. Revisions Requiring Director Approval. Revisions that reduce or replace any component, control, requirement, or BMP of the SWMP is prohibited, unless the component, control, requirement or BMP is ineffective or infeasible. The Permittee shall document the BMP's ineffectiveness or infeasibility, and shall replace the BMP with an alternative BMP. The Permittee shall provide the Director with a description of

the alternative BMP and the analysis of ineffectiveness or infeasibility of the replaced BMP for approval.

An analysis of ineffectiveness or infeasibility shall include: 1) an explanation of why the BMP is ineffective or infeasible; 2) expectations or report on the effectiveness of the replacement BMP; and 3) an explanation of why the replacement BMP is expected to achieve the goals of the BMP to be replaced.

4.4.2.2.1. Permittees shall not implement any revision requiring Director approval until the Permittee has received approval, in writing, from the Director.

4.4.3. Permittees shall make SWMP revision requests or notifications in writing and signed in accordance with Part 6.14.

4.4.4. Director Required SWMP Revisions. The Director may require revisions to the SWMP to:

4.4.4.1. Address impacts on receiving water quality caused, or contributed to, by discharges from the MS4;

4.4.4.2. Include more stringent requirements necessary to comply with new Federal regulatory requirements; or

4.4.4.3. Include such other conditions deemed necessary by the Director to comply with the goals and requirements of the Clean Water Act.

5.0 Narrative Standard, Monitoring, Recordkeeping and Reporting

5.1. Narrative Standard

It is unlawful, and a violation of this Permit, for the Permittee to discharge or place any waste or other substance in such a way as will be or may become offensive such as unnatural deposits, floating debris, oil, scum or other nuisances such as color, odor or taste, or conditions which produce undesirable aquatic life or which produces objectionable tastes in edible aquatic organisms; or concentrations or combinations of substances which produce undesirable physiological responses in desirable resident fish, or other desirable aquatic life, or undesirable human health effects, as determined by bioassay or other tests performed in accordance with standard procedures.

5.2. Analytical Monitoring

Permittees are not required to conduct analytical monitoring as defined in Part 7.0 during the effective term of this Permit, with the following exceptions:

5.2.1. Water quality sampling may be required to identify pollutants of concern, pursuant to Part 3.1.

5.2.2. Permittees may be required to sample or test for characterizing illicit discharges pursuant to Parts 4.2.3.4.1 - 4.2.3.4.3.

5.2.3. In the event that the Permittee elects to conduct analytical monitoring as part of the SWMP, the Permittee is required to comply with Part 6.12.

5.3. Non-Analytical Monitoring

5.3.1. Permittees are required to conduct non-analytical monitoring as defined in Part 7.0, such as visual dry weather screening, to comply with Part 4.2.3.3.3.

5.4. Record Keeping

5.4.1. Permittees shall keep all documents required by this Permit current and up to date to ensure the purpose and objectives of the required documents are achieved.

5.4.2. Permittees are required to submit all revisions to supplementary documents to the Director in accordance with Parts 4.4 and 6.14.

5.4.3. The Director may, at any time, make a written determination that part, or all, of the appended documents are not in compliance with this Permit. If the Director make such a determination, the Permittee shall make modifications to the appended documents within a time frame specified by the Director.

5.4.4. Permittees shall retain all required plans, records of all programs, records of all monitoring information, copies of all reports required by this Permit, and records of all other data required by, or used to demonstrate compliance, with this Permit, for at least five years from the date of the record. This period may be extended by the Director at any time.

5.5. Reporting

5.5.1. Permittees shall submit an annual report to the Director by October 1 for the reporting period of July 1 to June 30 of each year, for the duration of the Permit.

5.5.2. Permittees shall submit the annual report using the report form provided on EPA's NeT system to electronically prepare and submit the annual report unless the Director grants a waiver from electronic reporting. NeT may be accessed at https://cdx.epa.gov/cdx/.

5.5.3. Permittees shall sign and certify the annual report in accordance with Part 6.14.

5.5.4. Signed copies of all other reports required herein, shall be submitted directly to the Division's electronic document system at: https://deq.utah.gov/water-quality/water-quality-electronic-submissions.

5.6. Legal Authority

Permittees shall ensure legal authority exists to control discharges to and from those portions the MS4 over which it has jurisdiction. This legal authority may be a combination of statute, ordinance, Permit, contract, order or inter-jurisdictional agreements with other MS4s with existing legal authority to:

5.6.1. Effectively prohibit illicit and non-storm water discharges into the MS4 and to implement appropriate enforcement procedures and actions;

5.6.2. Control the discharge of spills and the dumping or disposal of materials other than storm water into the MS4;

5.6.3. Control through interagency agreements among other MS4s the contribution of pollutants from one portion of the MS4 to another;

5.6.4. Require compliance with conditions in ordinances, permits, contract or orders; and

5.6.5. Conduct all inspection, surveillance and monitoring activities and procedures necessary to determine compliance with conditions in this Permit.

6.0 Standard Permit Conditions

Pursuant to 40 C.F.R. § 122.41, the Parts 6.1 – 6.22 are applicable to all UPDES permits:

6.1. Duty to Comply

Permittees shall comply with all conditions of this Permit. Any Permit noncompliance constitutes a violation of the Act and is grounds for enforcement action; for Permit coverage termination; or for denial of an application for Permit coverage.

6.2. Penalties for Violations of Permit Conditions

The Act provides that any person who violates a Permit condition implementing provisions of the Act is subject to a civil penalty not to exceed $10,000 per day of such violation, and higher penalties for willful or negligent violations.

6.3. Duty to Reapply

If the Permittee wishes to continue an activity regulated by this Permit after the expiration date of this Permit, the Permittee shall apply for coverage under a future, renewed Permit.

6.4. Need to Halt or Reduce Activity not a Defense

It shall not be a defense for the Permittee in an enforcement action that it would have been necessary to halt or reduce otherwise permitted activities in order to maintain compliance with the conditions of this Permit.

6.5. Duty to Mitigate

Permittees shall take all reasonable steps to minimize or prevent any discharge in violation of this Permit, which has a reasonable likelihood of adversely affecting human health or the environment.

6.6. Proper Operation and Maintenance

Permittees shall, at all times, properly operate and maintain all facilities and systems of treatment and control and related appurtenances which are installed or used by the Permittee to achieve compliance with the conditions of this Permit and with the requirements of the SWMP. Proper operation and maintenance also includes adequate laboratory controls and appropriate quality assurance procedures. Proper operation and maintenance requires the operation of backup or auxiliary facilities or similar systems, installed by the Permittee only when necessary to achieve compliance with the conditions of the Permit.

6.7. Permit Actions

Coverage under this Permit may be terminated for cause. The filing of a request by the Permittee for a Permit coverage termination, or a notification of planned changes or anticipated noncompliance, does not stay any Permit condition.

6.8. Property Rights

This Permit does not convey any property rights of any sort, or any exclusive privileges, nor does it authorize any injury to private property or any invasion of personal rights, nor any infringement of federal, state or local laws or regulations.

6.9. Duty to Provide Information

Permittees shall furnish to the Director, within a reasonable time specified by the Director, any information which the Director may request to determine whether cause exists for terminating coverage under this Permit, or to determine compliance with this Permit. The Permittee shall also furnish to the Director, upon request, copies of records required to be kept by this Permit.

6.10. Inspection and Entry

Permittees shall allow the Director or an authorized representative, upon the presentation of credentials, to:

6.10.1. Enter upon the Permittee's premises where a regulated facility or activity is located or conducted, or where records shall be kept under the conditions of this Permit;

6.10.2. Have access to and copy, at reasonable times, any records that shall be kept under the conditions of this Permit;

6.10.3. Inspect at reasonable times any facilities or equipment, including monitoring and control equipment; and

6.10.4. Sample or monitor at reasonable times, for the purposes of assuring Permit compliance or as otherwise authorized by law, any substances or parameters at any location.

6.11. Monitoring and Records

6.11.1. Permittees shall ensure all samples and measurements taken for the purpose of monitoring are representative of the monitored activity.

6.11.2. Permittees shall retain records of all monitoring information including all calibration and maintenance records and all original strip chart recordings for continuous monitoring instrumentation, copies of the reports required by this Permit, and records of all data used to complete the application for this Permit, for a period of at least five years from the date of the sample, measurement, report or application. This period may be extended by the Director at any time.

6.11.3. Permittees shall include the following information in all monitoring records:

6.11.3.1. The date, exact place, and time of sampling or measurements;

6.11.3.2. The name(s) of the individual(s) who performed the sampling or measurements;

6.11.3.3. The date(s) and time(s) analyses were performed;

6.11.3.4. The name(s) of the individual(s) who performed the analyses;

6.11.3.5. The analytical techniques or methods used; and

6.11.3.6. The results of such analyses.

6.12. Monitoring Procedures

Permittees shall conduct monitoring according to test procedures approved under 40 C.F.R. § 136 and Utah Admin. Code R317-2-10. Any monitoring results shall be reported in the Annual Report required by Part 5.5.

6.13. Penalties for Tampering

Per the Act, any person who falsifies, tampers with, or knowingly renders inaccurate, any monitoring device or method required to be maintained under this Permit shall, upon conviction, be punished by a fine of not more than $10,000 per day of violation, or by imprisonment, or both.

6.14. Signatory Requirements

All NOIs, SWMP, SWPPPs, reports, certifications or information either submitted to the Director, or that this Permit requires to be maintained by the Permittee, shall be signed, dated and certified as follows:

6.14.1. All NOIs shall be signed by either a principal executive officer or ranking elected official.

6.14.2. All reports required by the Permit and other information requested by the Director shall be signed by a person described in Part 6.14.1, or by a duly authorized representative of that person. A person is a duly authorized representative only if:

6.14.2.1. The authorization is made in writing by a person described in Part 6.14.1 and submitted to the Director; and

6.14.2.2. The authorization specifies either an individual or a position having responsibility for the overall operation of the regulated facility, such as the position of plant manager, superintendent, position of equivalent responsibility, or an individual or position having overall responsibility for environmental matters. A duly authorized representative may thus be either a named individual or any individual occupying a named position.

6.14.2.3. Changes to authorization. If an authorization under Part 6.14.2 is no longer accurate because a different individual or position has responsibility for the overall operation of the facility, a new authorization satisfying the requirements of Part 6.14.2 shall be submitted to the Director prior to or together with any reports, information, or NOIs to be signed by an authorized representative.

6.14.3. Certification. Any person signing documents under this Part shall make the following certification:

"I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gathered and evaluated the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations."

6.15. Penalties for Falsification of Reports

Per the Act, any person who knowingly makes a false material statement, representation, or certification in any NOI, record, report, plan or other document submitted or required to be maintained under this Permit, including monitoring reports or reports of compliance or noncompliance shall, upon conviction, be punished by a fine of not more than $10,000 per day of violation, or by imprisonment, or both.

6.16. Planned Changes

Permittees shall give notice to the Director as soon as possible of any planned physical alterations or additions to the portion of the MS4 owned or operated by the Permittee if those alterations or additions could significantly change the nature or increase the quantity of pollutants discharged; or if those alterations or additions could result in noncompliance with the Permit.

6.17. Transfers

Coverage under this Permit is not transferable to any Person. Any Person desiring to obtain coverage under this Permit comply with the requirement in Part 2.

6.18. Other Noncompliance

Permittees shall report all instances of noncompliance not reported under Part 6.20 in the Annual Report required under Part 5.5.

6.19. Other Information

When the Permittee becomes aware that it failed to submit any relevant facts in an NOI or submitted incorrect information in an NOI or any report to the Director, the Permittee shall promptly submit such facts or information.

6.20. Twenty-four Hour Reporting

6.20.1. Permittees shall report any noncompliance which may endanger health or the environment. Any information shall be provided orally to the Division within twenty-four hours from the time the Permittee becomes aware of the circumstances, by calling 801-536-4300, or the 24-hour answering service at 801-536-4123.

6.20.2. Permittees shall also provide a written report within five days of the time the Permittee becomes aware of the circumstances. The Permittee shall include in the written five-day report: 1) a description of the noncompliance and its cause; 2) the period of noncompliance, including exact dates and times, and if the noncompliance has not been corrected, the anticipated time it is expected to continue; and 3) steps taken or planned to reduce, eliminate, and prevent reoccurrence of the noncompliance.

6.20.2.1. For noncompliance events related to combined sewer overflows, sanitary sewer overflows, or bypass events, the Permittee shall include in the written five-day report, in addition to the data described in Part 6.20.1, the type of event (combined sewer overflows, sanitary sewer overflows, or bypass events), type of sewer overflow structure (e.g., manhole, combine sewer overflow outfall), discharge volumes untreated by the treatment works treating domestic sewage, types of human health and environmental impacts of the sewer overflow event, and whether the noncompliance was related to wet weather.

6.20.2.2. Permittees shall submit all reports related to combined sewer overflows, sanitary sewer overflows, or bypass events electronically to the Division's electronic document system at: https://deq.utah.gov/water-quality/water-quality-electronic-submissions.

6.21. Occurrence of a Bypass

6.21.1. Bypass Not Exceeding Limitations. The Permittee may allow any bypass to occur which does not cause effluent limitations to be exceeded, but only if it is for essential maintenance to assure efficient operation. Essential maintenance bypasses are not subject to Parts 6.21.2 and 6.21.3 of this Permit.

6.21.2. Prohibition of Bypass

6.21.2.1. Bypass is prohibited, and the Director may take enforcement action against the Permittee for bypass, unless:

6.21.2.1.1. Bypass was unavoidable to prevent loss of human life, personal injury, or severe property damage;

6.21.2.1.2. There were no feasible alternatives to bypass, such as the use of auxiliary treatment facilities, retention of untreated wastes, or maintenance during normal periods of equipment downtime. This condition is not satisfied if adequate backup equipment should have been installed in the exercise of reasonable engineering judgement to prevent a bypass which occurred during normal periods of equipment downtime or preventive maintenance, and

6.21.2.1.3. The Permittee submitted notices as required under Part 6.21.3.

6.21.2.2. The Director may approve an anticipated bypass, after considering its adverse effects, if the Director determines that it will meet the three conditions listed in Parts 6.21.2.1.1-6.21.2.1.3.

6.21.3. Notice.

6.21.3.1. Anticipated bypass. Except as provided in Part 6.21.2 and in Part 6.21.3.2 if the Permittee knows in advance of the need for a bypass, it shall submit prior notice, at least ninety days before the date of bypass. The prior notice shall include the following unless otherwise waived by the Director:

6.21.3.1.1. Evaluation of alternative to bypass, including cost-benefit analysis containing an assessment of anticipated resource damages:

6.21.3.1.2. A specific bypass plan describing the work to be performed including scheduled dates and times. The Permittee shall notify the Director in advance of any changes to the bypass schedule;

6.21.3.1.3. Description of specific measures to be taken to minimize environmental and public health impacts;

6.21.3.1.4. A notification plan sufficient to alert all downstream users, the public and others reasonably expected to be impacted by the bypass;

6.21.3.1.5. A water quality assessment plan to include sufficient monitoring of the receiving water before, during and following the bypass to enable evaluation of public health risks and environmental impacts; and,

6.21.3.1.6. Any additional information requested by the Director.

6.21.3.2. Emergency Bypass. Where ninety days advance notice is not possible, the Permittee shall notify the Director, and the Director of the Department of Natural Resources, as soon as it becomes aware of the need to bypass and provide to the Director the information in Part 6.21.3.1.1 - 6.21.3.1.6 to the extent practicable.

6.21.3.3. Unanticipated bypass. The Permittee shall submit notice of an unanticipated bypass to the Director as required under 6.20, Twenty-Four Hour Reporting. The Permittee shall also immediately notify the Director of the Department of Natural Resources, the public and downstream users and shall implement measures to minimize impacts to public health and environment to the extent practicable.

6.22. Upset Conditions

6.22.1. Effect of an upset. An upset constitutes an affirmative defense to an action brought for noncompliance with technology-based permit effluent limitations if the requirements of Part 6.22.2 of this permit are met. No determination made during administrative review of claims that noncompliance was caused by upset, and before an action for noncompliance, is final administrative action subject to review.

6.22.2. Conditions necessary for a demonstration of upset. To establish the affirmative defense of upset, the Permittee shall demonstrate, through properly signed, contemporaneous operating logs, or other relevant evidence that:

6.22.2.1. An upset occurred and that the Permittee can identify the cause(s) of the upset;

6.22.2.2. The permitted facility was at the time being properly operated;

6.22.2.3. The Permittee submitted notice of the upset as required under Part 6.20, Twenty-four Hour Notice of Noncompliance Reporting; and,

6.22.2.4. The Permittee complied with any remedial measures required under Part 6.5, Duty to Mitigate.

6.22.3. Burden of proof. In any enforcement proceeding, the Permittee seeking to establish the occurrence of an upset has the burden of proof.

6.23. Severability

The provisions of this Permit are severable, and if any provision of this Permit, or the application of any provision of this Permit to any circumstance, is held invalid, the application of such provision to other circumstances, and the remainder of this Permit shall not be affected thereby.

6.24. State/Federal Laws

Nothing in this Permit shall be construed to preclude the Division of any legal action or relieve the Permittee from any responsibilities, liabilities, or penalties established pursuant to any applicable federal or state law or regulation.

6.25. Storm Water-Reopener Provision

At any time during the duration of this Permit, this Permit may be reopened and modified, following proper administrative procedures, according to Utah Admin. Code R317-8-5(5.6) and Utah Admin. Code R317-8-6(6.2), to include any applicable storm water provisions and requirements, a SWPPP, a compliance schedule, a compliance date, monitoring and/or reporting requirements, or any other conditions related to the control of storm water discharges to waters of the state.

7.0 Definitions

Definitions related to this Permit:

“40 C.F.R.” means Title 40 of the Code of Federal Regulations.

“80th percentile rainfall event” means an event in which the precipitation total is greater than or equal to 80 percent of all storm events over a given period of record. A reliable record of historical precipitation data should meet the following conditions: 1) come from an active rain gage; 2) have at least 30 years of data; and 3) have 90% data coverage for the period of record.

"Act" means the Utah Water Quality Act.

“Adequate compliance history” means the qualifying construction site has the following characteristics: 1) two (2) consecutive months of oversight inspections which did not result in enforcement, including warnings of enforcement (this may include the inspection prior to land disturbance and the first monthly inspection); 2) no instances of verified complaints; and 3) no observed impacts to waters of the state or the MS4 system.

“Analytical monitoring” refers to monitoring of water bodies (streams, ponds, lakes, etc.) or of storm water, according to Utah Admin. Code R317-2-10 and 40 C.F.R. § 136 “Guidelines Establishing Test Procedures for the Analysis of Pollutants,” or to State or Federally established protocols for biomonitoring or stream bio-assessments.

“Arid location” means areas with an average annual rainfall of 0 to 10 inches.

“Best Management Practices" or “BMPs” means schedules of activities, prohibitions of practices, maintenance procedures, and other management practices to prevent or reduce the pollution of waters of the state. BMPs also include treatment requirements, operating procedures, and practices to control facility site runoff, spillage or leaks, sludge or waste disposal, or drainage from raw material storage.

“Clean Water Act” or “CWA” means the Federal Water Pollution Control Act.

"Co-Permittee" means any operator of a regulated Small MS4 that is applying jointly with another applicant for coverage under this Permit. A Co-Permittee owns or operates a regulated Small MS4 located within or adjacent to another regulated MS4. A Co-Permittee is only responsible for complying with the conditions of this Permit relating to discharges from the MS4 the Co-Permittee owns or operates. *See* also 40 C.F.R. § 122.26(b)(1).

“Control measure” means any BMP or other method used to prevent or reduce the discharge of pollutants to waters of the state.

“Designated Uses” means uses of waters of the state, which include but are not limited to: domestic, agricultural, industrial, recreational, and other legitimate uses.

“Developed site” means a parcel or property that was previously in commercial, industrial, institutional, governmental, or residential use. A parcel that was previously in an agricultural use is not a developed site.

“Director” means the Director of the Utah Division of Water Quality.

"Discharge" means, for the purpose of this Permit, unless indicated otherwise, discharges from the MS4.

“Division” means the Utah Division of Water Quality.

"Dry weather screening" means monitoring done in the absence of storm events to discharges representing, as much as possible, the entire storm drainage system for the purpose of obtaining information about illicit connections and improper dumping.

"Electronic site inspection" means geo-located and time-stamped photographs a construction operator takes, evaluates, and submits electronically to the Permittee.

"EPA" means the United States Environmental Protection Agency.

“Escalating enforcement procedures” means a variety of enforcement actions available to apply, as necessary, depending on the severity of the violation and/or the recalcitrance of the violator.

“Frozen conditions” means conditions on a construction sites where: 1) Discharges are unlikely due to continuous frozen conditions that are likely to continue at the site for at least three (3) months based on historic seasonal averages; 2) the site has suspended land disturbances; and 3) the site has stabilized disturbed areas of the site, where possible, in accordance with the relevant sections of the current, applicable UPDES construction storm water permit.

“General Permit” means a Permit which covers multiple dischargers of a point source category within a designated geographical area, in lieu of individual Permits being issued to each discharger.

“Ground water” means water in a saturated zone or stratum beneath the surface of the land or below a surface water body.

“Illicit connection” means any man-made conveyance connecting an illicit discharge directly to a MS4.

“Illicit discharge” means, for the purposes of this Permit, any discharge to an MS4 that is not composed entirely of storm water except allowable non-storm water discharges, as identified in Part 1.2.2.2, discharges pursuant to a UPDES Permit (other than the UPDES Permit for discharges from the MS4), or discharges directly to waters of the state.

“Impaired waters” means any segment of surface waters that has been identified by the Director as failing to support one or more of its designated uses. The Director periodically compiles a list of such waters known as the 303(d) list.

“Low Impact Development” or “LID” is an approach to land development or redevelopment that works with nature to more closely mimic pre-development hydrologic functions. LID employs principles such as preserving and recreating natural landscape features, minimizing effective imperviousness to create functional and appealing site drainage that treats storm water as a resource rather than a waste product. Some practices that have been used to adhere to these principles include, but are not limited to, bio-retention facilities, rain gardens, vegetated rooftops, rain barrels, and permeable pavements.

“Maximum Extent Practicable” or “MEP” is the technology-based discharge standard for MS4s established by 33 U.S.C. § 1342(p)(3)(B)(iii), which reads “Permits for discharges from municipal storm sewers shall require controls to reduce the discharge of pollutants to the maximum extent

practicable, including management practices, control techniques, and system, design, and engineering methods, and other such provisions as the Administrator or the State determines appropriate for the control of such pollutants."

"Monitoring" means tracking or measuring activities, progress, results, etc.

"Municipal separate storm sewer system" or "MS4" means a conveyance or system of conveyances (including roads with drainage systems, municipal streets, catch basins, curbs, gutters, ditches, man-made channels, or storm drains) pursuant to Utah Admin. Code R317-8-1(1.6)(4), (8), & (15), or designated under Utah Admin. Code R317-8-11(11.3)(1)(a)(6) and Utah Admin. Code R317-8-11(11.3)(1)(a)(6)(b).

- that is owned or operated by a state, city, town, county, district, association, or other public body (created by or pursuant to State Law) having jurisdiction over disposal of wastes, storm water, or other wastes, including special districts under state law such as a sewer district, flood control district or drainage district, or similar entity, or a designated and approved management agency under Section 208 of the CWA that discharges to waters of the state;
- that is designed or used for collecting or conveying storm water;
- which is not a combined sewer; and
- which is not part of a Publicly Owned Treatment Works as defined in 40 C.F.R. § 122.2.

"Non-analytical monitoring" means monitoring for pollutants using methods other than described in Utah Admin. Code R317-2-10 and 40 C.F.R. § 136, such as visually, or by qualitative tools that provide comparative or rough estimates.

"Non-storm water discharges" means discharges to or from a MS4 that are not composed entirely of storm water. These discharges are prohibited except as identified in Part 1.2.2.2 and 1.4.1. Prohibited non-storm water discharges include, but are not limited to, spills, illicit connections, illegal dumping, sanitary sewer overflows.

"Notice of Intent" or "NOI" refers to the application to be covered by this Permit and is the mechanism used to register for coverage under a General Permit.

"Outfall" means a point source as defined by Utah Admin. Code R317-8-1(1.6)(11) at the point where a municipal separate storm sewer discharges to waters of the state and does not include open conveyances connecting two municipal separate storm sewers, or pipes, tunnels or other conveyances which connect segments of the same stream or other waters of the state and are used to convey waters of the state.

"Permittee" means a Small MS4 operator who meets the requirements of Part 1.2.1.1.

"Person" means an individual, trust, firm, estate, company, corporation, partnership, association, state, state or federal agency or entity.

"Priority construction site" means a construction site that has potential to threaten water quality when considering the following factors: soil erosion potential; site slope; project size and type; sensitivity of receiving water bodies; proximity to receiving water bodies; non-storm water discharges and past record of non-compliance by the operators of the construction site.

"Qualified person" means a person who has completed a training program that properly trains on the principles and practices of erosion and sediment controls and pollution prevention, the skills to

assess conditions at a construction site that could impact storm water quality, and the skills to assess the effectiveness of any storm water controls selected and installed to meet the requirements of this Permit including, but not limited to: Utah Registered Storm Water Inspector ("RSI"); Certified Professional in Erosion and Sediment Control ("CPESC"); Certified Professional in Storm Water Quality ("CPSWQ"); Certified Erosion, Sediment, and Storm Water Inspector ("CESSWI"); Certified Inspector of Sediment and Erosion Control ("CISEC"); National Institute for Certification in Engineering Technologies, Erosion and Sediment Control, Level 3 ("NICET"); Certified Stormwater Inspector Construction ("CSI-Construction"); Qualified Compliance Inspector of Stormwater ("QCIS"); and EPA NPDES Construction General Permit Inspector Training.

"Qualifying Construction Site" means construction sites with a land disturbance of greater than or equal to one acre. This includes projects less than one acre that are part of a larger common plan of development or sale which collectively disturbs land greater than or equal to one acre, where Common plan of development or sale means one plan for development or sale, separate parts of which are related by any announcement, piece of documentation (including a sign, public notice or hearing, sales pitch, advertisement, drawing, plat, blueprint, contract, Permit application, zoning request, computer design, etc.), physical demarcation (including contracts) that identify the scope of the project. A plan may still be a common plan of development or sale even if it is taking place in separate stages or phases, is planned in combination with other construction activities, or is implemented by different owners or operators.

"Redevelopment" means the replacement or improvement of impervious surfaces on a developed site.

"Runoff" means water that travels across the land surface, or laterally through the ground near the land surface, and discharges to waters of the state either directly or through a collection and conveyance system. Runoff includes storm water and water from other sources that travels across the land surface.

"Seasonally dry period" means a month or months in which the long-term average total precipitation is less than or equal to 0.5 inches. Refer to EPA's Seasonally Dry Period Locator and supporting maps for assistance in determining whether a site is operating during a seasonally dry period for the area, located at https://www.epa.gov/npdes/construction-general-permit-resources-tools-and-templates. The Permittee is required to conduct site inspections based upon actual conditions (i.e., if wet weather conditions occur sooner than expected, the Permittee is required to conduct inspections at the regular frequency).

"Small municipal separate storm sewer system" or "Small MS4" is any MS4 not already covered by the Phase I program as a medium or large MS4. The Phase II Rule automatically covers on a nationwide basis all Small MS4s located in "urbanized areas" ("UAs") as defined by the Bureau of the Census (unless waived by the UPDES Permitting authority), and on a case-by-case basis those Small MS4s located outside of UAs that the UPDES Permitting authority designates.

- This term includes systems similar to separate storm sewer systems in municipalities, such as systems at military bases, large hospital or prison complexes, and highways and other thoroughfares. The term does not include separate storm sewers in very discrete areas, such as individual buildings.

"Standard Operating Procedure" or "SOP" means a set of written instructions that document a routine or repetitive activity, and emphasize pollution control measures to protect water quality with details specific to the location.

“Storm water” means storm water runoff, snowmelt runoff, and surface runoff and drainage.

“Storm Water Management Plan” or “SWMP” means the written plan that is used to describe the various control measures and activities the Permittee will undertake to implement the storm water management program.

“Storm water management program” means a set of measurable goals, actions, and activities as required in Part 4.2 designed to reduce the discharge of pollutants from the Small MS4 to the maximum extent practicable and to protect water quality.

“Storm Water Pollution Prevention Plan” or “SWPPP" means a site-specific, written document that, among other things: 1) identifies potential sources of storm water pollution at the site; 2) describes storm water control measures to reduce or eliminate pollutants in storm water discharges from the site; and 3) identifies procedures the operator will implement to comply with the terms and conditions of this Permit.

“Thawing conditions” occur at a qualifying construction site when, based on historical weather data, there is an expected likelihood of two or more days with daytime temperatures greater than 32°F. The estimation of thawing conditions is for planning purposes only.

“Total Maximum Daily Load” or “TMDL” refers to a study that: quantifies the amount of a pollutant in a stream; 2) identifies the sources of the pollutant; and 3) recommends regulatory or other actions that may need to be taken in order for the impaired waterbody to meet water quality standards.

“Urbanized area” or “UA” means an area with a population of 50,000 or more people as determined by the latest Decennial Census by the Bureau of the Census.

“Waters of the State” means all streams, lakes, ponds, marshes, water-courses, waterways, wells, springs, irrigation systems, drainage systems, and all other bodies or accumulations of water, surface and underground, natural or artificial, public or private which are contained within, flow through, or border upon this state or any portion thereof, except bodies of water confined to and retained within the limits of private property, and which do not develop into or constitute a nuisance, or a public health hazard, or a menace to fish and wildlife which shall not be considered to be “waters of the state” under this definition. See Utah Admin. Code R317-1-1.

UTAH DEPARTMENT of ENVIRONMENTAL QUALITY
WATER QUALITY

NOTICE OF INTENT (NOI)
Under Phase II MS4 General Permitting Program

MS4 Entity Information

This form has not been approved.

MS4 Name: Lindon City

MS4 Operator: Lindon City

MS4 Class: Phase II: Small | **Operator Type:** Municipal | **MS4 Entity Type:** City

City: Lindon | **MS4 County:** | **MS4 State/Territory:** Utah

Designation Date: 03/26/2003 | **Designation Type:** Automatic Nationwide | **Population:** | **Source:**

MS4 Identifier: MS4-UT-SM-MU-2003-0026 | **NPDES ID:** UTR090018 | **MGP Number:** UTR090000 | **Joint Coverage:** No

Description of Location:

MS4 Contact Information

MS4 Program Coordinator Information

First Name: Juan | **Middle Initial:** | **Last Name:** Garrido

Title: Public Works Director

Phone: 801-796-7954 | **Phone Ext:** | **Email:** jgarrido@lindon.gov

MS4 Mailing Address

Address Line 1: 100 N State Street

Address Line 2:

City: Lindon | **State:** UT | **ZIP/Postal Code:** 84042 | **County or Similar Division:**

Stormwater Management Program (SWMP) Information

Your current SWMP (Stormwater Management Program) and supporting documents must be maintained on an internet page (Universal Resource Locator or URL).

Provide the web address URL: https://lindon.gov/344/Stormwater

Stormwater Management Plan Responsible Person

First Name: Juan | **Middle Initial:** | **Last Name:** Garrido

Title: Public Works Director

Phone: 801-796-7954 | **Phone Ext:** | **Email:** jgarrido@lindon.gov

Outfalls and Receiving Waters Information

Receiving Waters

List all separate storm water outfall receiving waters (all discharges to waters under the definition of waters of the State). If all receiving waters are not known at the time of the NOI submittal, list known outfalls and update the list on annual reports.

Lindon Hollow Drainage : Utah Lake

Outfall: Lindon Hollow Drainage | **Receiving Water:** Utah Lake

Is this waterbody impaired (on the CWA 303(d) (https://wq.deq.utah.gov) list)?

For more information on the 303(d) list, click here. (JavaScript:) Yes

List the pollutant(s) that are causing the impairment:

Pollutant
Phosphorus
pH
Ammonia as N
E. coli
TDS

Has a TMDL been completed for this waterbody?

No

Use the space below to upload additional outfall and receiving water information:

MCM1: Public Eductation and Outreach on Storm Water Impacts

Initial Identification of Best Management Practices

Outreach & Education Techniques:

- Classroom Education/School Programs
- Classroom Educational Materials
- Displays
- Events and Programs
- Outreach to Residential/Commercial/Construction/MS4 Owned & Operated Entities
- Printed Material
- Promotional Giveaways

Management Practices to Encourage:

- Appropriate Onsite Infiltration
- Low Impact Development
- Maintenance of Septic Systems
- Pet Waste Management
- Pollution Prevention for Businesses/Industries/Construction Sites
- Proper Disposal of Household Hazardous Wastes
- Proper Lawn and Garden Care (Fertilizer and Pesticide Use, Sweeping, etc.)
- Water Conservation Practices

Initial Identification of Measurable Goals

Measurable Goal:	Start Date:	End Date:
refer to annual report		

Milestones

Year:	Milestone:
Year 1	created a sampling baseline at the Lindon Hollow Drain

MCM2: Public Involvement/Participation

Initial Identification of Best Management Practices

Involvement Techniques:

- Community Hot Lines
- Local Storm Water Contact Number/Email
- Public Access to Documents and Information
- Public Review of Plans and Annual Reports

Participation Activities:

- Storm Drain Stenciling
- Stream/Roadway Cleanup
- Wetland Plantings

Initial Identification of Measurable Goals

Measurable Goal:	Start Date:	End Date:
annual reports have been submitted on time compliance trending is positive	2007	current

Milestones

Year:	Milestone:
Year 1	Restoration of vegetation and riparian zones on main drainage ditches with baseline sampling

MCM3: Illicit Discharge Detection and Elimination

Initial Identification of Best Management Practices

Detection and Elimination Activities:

- Adequate Regulatory Mechanism to Detect, Investigate, Eliminate, and Enforce Against Non-Storm Water Discharges
- Annual Training Program
- Dry Weather Screening Inspections
- Procedures for Identifying, Characterizing, Tracing, and Ceasing an Illicit Discharge
- Spill Response Procedures and Tracking
- Storm Sewer System Mapping
- System Inspections of Priority Areas

Priority Areas to Target:

- Areas Upstream of Sensitive Waterbodies
- Areas with Older Infrastructure with Increased Potential for Illicit Connections
- Areas with Older Sewer Lines or a History of Sewer Overflows or Cross Connections
- Industrial, Commercial, or Mixed-Use Areas

Initial Identification of Measurable Goals

Measurable Goal:	Start Date:	End Date:
Street sweeping constant activity	on going	never ending

Milestones

Year:	Milestone:
Year 1	We have bought a new sweeper that will track swept miles more accurately and refuse tons have not necessarily increased

MCM4: Construction Site Stormwater Runoff Control

Initial Identification of Best Management Practices

Program Activities:

- Adequate Regulatory Mechanism
- Certification and Inspector Training
- Erosion and Sediment Control BMPs
- Oversight Inspections of All Phases of Construction
- Pollution Prevention Control BMPs
- Priority Construction Area Inspections
- Procedures for Site Inspection/Enforcement
- Procedures for Site Plan Review
- Public Information/Comment Handling

Best Management Practices:

- Buffer Zone Requirements
- Concrete Washout Containment
- Construction Entrance/Exit Stabilization
- Downgradient Perimeter Controls
- Sediment Basin Requirements
- Storm Drain Inlet Protection
- Temporary/Permanent Stabilization Requirements
- Vehicle Maintenance and Washing Areas

Initial Identification of Measurable Goals

Measurable Goal:	Start Date:	End Date:
Fully compliant with CGP requirements	on going	

Milestones

Year:	Milestone:
Year 1	fully compliant, we have implemented the administrative fines to the ordinance

MCM5: Long-Term Water Management in New Development and Redevelopment

Initial Identification of Best Management Practices

Program Activities:

- Adequate Regulatory Mechanism
- Annual Training Program
- Inventory & Assessment of High Priority Facilities
- New Development/Redevelopment Program
- Post Construction Inspections & Maintenance
- Pre-Construction Review of BMP Designs
- Site Inspection and Maintenance Procedures
- Site Inspections During Installation

Best Management Practices:

- Infiltration Trench/Basin
- Infrastructure Planning
- Low Impact Development (LID) Practices
- Narrower Residential Streets
- Open Space Design
- Storm Water Inlet Specifications
- Storm Water Wetland
- Zoning

Initial Identification of Measurable Goals

Measurable Goal:	Start Date:	End Date:
Annual maintenance agreement updates and inspections	on going	on going

Milestones

Year:	Milestone:
Year 1	fully compliant, have not had many issues with violations

MCM6: Pollution Prevention and Good Housekeeping for Municipal Operations

Initial Identification of Best Management Practices

Program Activities:

- Annual Training Program
- Inspection and Maintenance Program for High Priority Facilities
- Inventory & Assessment of High Priority Facilities
- Retrofit Plan for Existing Sites
- SOP Development and Implementation for Municipal Operations
- Storm Water Pollution Prevention Plan (SWPPP) Development for High Priority Facilities
- Visual Assessments of Storm Water Discharges for High Priority Facilities

Best Management Practices:

- Municipal Operations Waste Disposal
- Pollution Prevention BMPs
- Salt and Material Storage
- Sediment and Erosion BMPs
- Vehicle Maintenance and Washing

Initial Identification of Measurable Goals

Measurable Goal:	Start Date:	End Date:
Annual revue of departments SWPPPs along with annual report	on going	on going

Milestones

Year:	Milestone:
Year 1	fully compliant, sites are in good order

Notes and Additional Information

Do you have any notes or additional information for your MS4? No

Certification Information

I certify under penalty of law that this document and all attachments were prepared under my direction, or supervision, in accordance with a system designed to assure that qualified personnel gathered and evaluated the information submitted. Based upon my inquiry of the person(s) directly responsible for gathering the information, the information submitted is, to the best of my knowledge, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of a fine and imprisonment for willful violations.

Certified By: Juan Garrido

Certifier Title:

Certifier Email: jgarrido@lindon.gov

Certified On: 10/27/2026 5:41 PM ET

LINDON CITY
Permit No. UTR090018

LINDON CITY

STORM WATER MANAGEMENT PLAN
UTR090000 Permit Term May 12, 2026 – May 11, 2031

Submitted to:

State of Utah
Department of Environmental Quality
Division of Water Quality

Submitted by:

Lindon City, Public Works Department

Revised
September 24, 2026

LINDON CITY

STORM WATER MANAGEMENT PLAN

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GLOSSARY

BMP	Best Management Practice
NPDES	National Pollutant Discharge Elimination System
O&M	Operation and Maintenance
PHF	Pesticides, Herbicides, and Fertilizers
SOP	Standard Operating Procedures
SWMP	Storm Water Management Plan
SWPPP	Storm Water Pollution Prevention Plan
UAC	Utah Administrative Code
UPDES	Utah Pollutant Discharge Elimination System

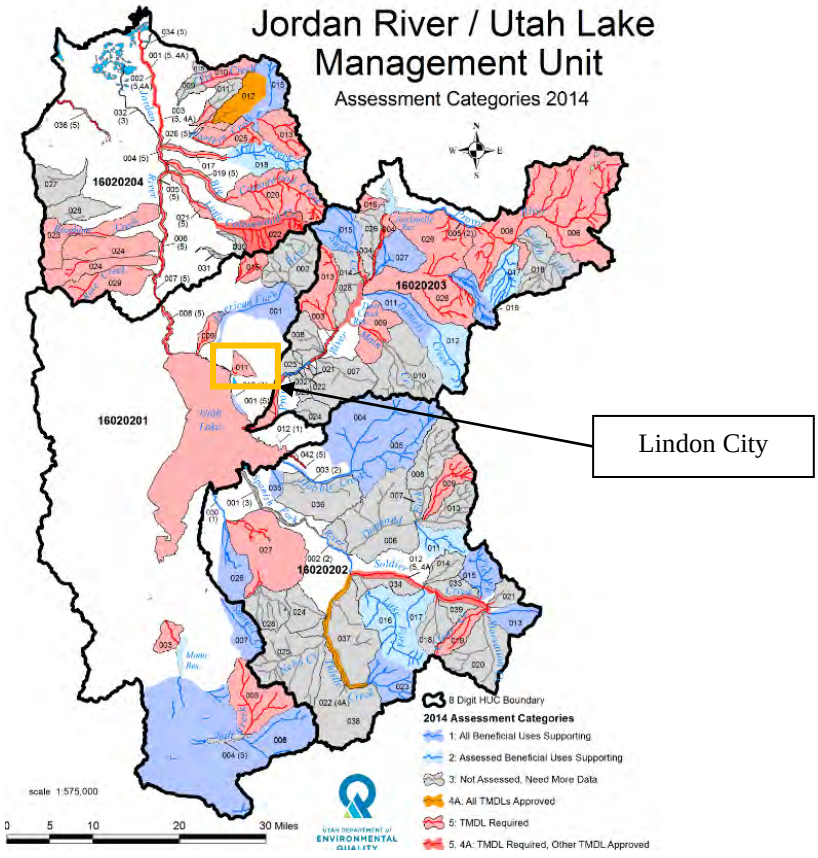
LINDON CITY
STORM WATER MANAGEMENT PLAN OVERVIEW

PURPOSE

This Storm Water Management Plan (SWMP) has been updated to limit, to the maximum extent practicable, the discharge of pollutants to the Lindon City Municipal Separate Storm Sewer System (MS4). The development and implementation of this SWMP is to fulfill requirements under the State of Utah UPDES Permit No. UTR090000 Authorization to Discharge Municipal Storm Water dated May 12, 2026 to May 11, 2031 in accordance with section 1.1. Authority to discharge of the UTR090000

2.2 Requirements for Renewal Permittees

UPDES Number:	UTR090018
Agency:	Lindon City, Public Works Department
Contact:	Mr. Juan Garrido, Public Works Director



Water Quality Concerns

Permit Requirement 2.2.2.3

The City Storm Water Management Plan (SWMP) has been updated to meet the terms of the UPDES UTR090000 May 12, 2026 to May 11, 2031 permit and consists of the six minimum control measures established by the EPA for Phase II storm water discharges. Implementation of these control measures is expected to result in significant reductions of pollutants discharged into receiving waters. The pollutants we are more concerned about in the City are:
Sediments, trash, pathogens, fertilizers/nutrients, hydrocarbons, metals, pesticides, acid and base products, road salts and increased stream flow. These six control measures are addressed in separate chapters.

Pollutant	Source	Impacts
Sediment	Construction sites, vehicle/boat washing, agricultural sites	Destruction of aquatic habitat for fish and plants, transportation of attached oils, nutrients and other chemical contamination, increased flooding. Sediment can transport other pollutants that are attached to it including nutrients, trace metals, and hydrocarbons. Sediment is the primary component of total suspended solids (TSS), a common water quality analytical parameter.
Nutrients (Phosphorus, Nitrogen Potassium, Ammonia)	Fertilizers from agricultural operations, lawns and gardens; livestock and pet waste, decaying grass and leaves, sewer overflows and leaks.	Harmful algal blooms, reduced oxygen in the water, changes in water chemistry and pH. Nutrients can result in excessive or accelerated growth of vegetation, resulting in impaired use of water in lakes and other receiving waters.
Hydrocarbons (Petroleum Products, Benzene, Toluene, Ethyl benzene, Xylene)	Vehicle and equipment fluid leaks, engine emissions, pesticides, equipment cleaning, leaking fuel storage containers, fuel spills, parking lot runoff	These pollutants are toxic to humans and wildlife at very low levels. Carcinogenic. Teratogenic.
Heavy Metals	Vehicle brake and equipment wear, engine emissions, parking lot runoff, batteries, paint and wood preservatives, fuels and fuel additives, pesticides, cleaning agents	Metals including lead, zinc, cadmium, copper, chromium and nickel are commonly found in stormwater. Metals are of concern because they are toxic to all life at very low levels. Carcinogenic. Teratogenic.
Toxic Chemicals (Chlorides)	Pesticides, herbicides, dioxins, PCBs, industrial chemical spills and leaks, deicers, solvents,	Chemicals are of concern because they are toxic to all life at very low levels. Carcinogenic. Teratogenic.
Debris/Litter/Trash	Improper solid waste storage and disposal, abandoned equipment, litter	Aesthetically unpleasant. Risk of decay product toxicity. Risk of aquatic animal entrapment or ingestion and death.
Pathogens (Bacteria)	Livestock, human, and pet waste, sewer overflows and leaks, septic systems	Human health risks due to disease and toxic contamination of aquatic life.

Each control measure includes Standard Operating Procedures (SOPs) and Best Management Practices (BMPs) necessary for proper storm water management. The BMPs and SOPs include specific tasks to meet the objective of that particular control measure. The BMPs and SOPs included in this SWMP will be implemented and reviewed throughout the permit term. This SWMP is intended to be a living document with BMPs added or deleted as new BMPs arise or BMPs are

found to be ineffective. Schedules for implementing the BMPs are provided along with each minimum control measure.

SWMP Description

Permit Requirement 2.2.2.4 Description of the Program Elements

Chapter One – (4.2.1) Public Education and Outreach Program

This measure is intended to achieve greater public support for the storm water management program and greater compliance through education. An informed public can significantly contribute to the success of the program.

Education is emphasized in this SWMP because of its cost-effectiveness. It is a proactive approach because it prevents pollution rather than reactively treating pollution after it has occurred. The Education and Outreach Program includes:

- Fourth Grade Educational Program
- Utah County Storm Water Coalition
- Community/Residential Outreach Program
- Institutional, Industrial, and Commercial Outreach Program
- Urban Development Outreach Program
- City Employees Training Program

Chapter Two – (4.2.2) Public Involvement/Participation Program

This measure is intended to provide opportunities for the public to play an active role in both the development and implementation of the storm water management program. An active community is important to the success of the program. The BMPs in this chapter not only serve to involve the public but also serve to educate the public on storm water issues. The Program includes:

- Program Description
- Public Notice Compliance Requirements
- Public Participation
    - Advisory panels, public hearings, watershed committees, stewardship programs, environmental activities, volunteer opportunities, or other similar activities.
- Public Review Opportunities

Chapter Three – (4.2.3) Illicit Discharges and Improper Disposal Program

This measure is intended to minimize illicit discharges into the storm drain system. Illicit discharges are discharges other than storm water. Storm drain systems are not designed to accept, convey, or discharge non-storm water flows. Eliminating illicit discharges helps prevent pollutants from entering receiving waters. The Program includes:

- Storm Drain System Map
- Ordinance
- Illicit Discharge Legal Authority
- IDDE Written Plan

- Standard Operating Procedures Implementation
- Dry Weather Screening
- IDDE Hot Line
- IDDE Education and Public Outreach

Chapter Four – (4.2.4) Construction Site Storm Water Runoff Control Program

This measure is intended to minimize polluted storm water runoff from construction activities. Construction activities can contribute significant levels of sediment to storm water runoff if erosion and sediment controls are not implemented. The Program Include:

- Program Description
- Ordinance, Enforcement
- Storm Water Pollution Prevention Plan (SWPPP)
- Construction Site Inspections
- Training
- Record Keeping of Permitted Sites

Chapter Five – (4.2.5) Long-Term Storm Water Management (Post-Construction Storm Water Management)

This measure is intended to minimize the impact to storm water quality caused by development and redevelopment. The increase in impervious areas caused by development can cause an increase in the type and quantity of pollutants in storm water runoff. Prior planning and design to minimize pollutants in runoff from these areas is an important component to storm water quality management. The Program Include:

- Program Description
- Storm Water Controls Standards
- Ordinance
- Review of Post-Construction Water Controls
- Post-Construction BMP Inventory
- Training

Chapter Six – (4.2.6) Pollution Prevention/Good Housekeeping for Municipal Operations Program

This measure is intended to ensure a reduction in the amount and type of storm water pollutants by establishing routine activities in the operation and maintenance of municipal operations that affect storm water runoff. Setting particular guidelines for source controls and materials management is an important component to storm water quality management. The Program includes:

- Operation and Maintenance Program Description
- Facilities Inventory
- High-Priority Facilities and Activities
- Standard Operating Procedures
- Inspection of Facilities
- BMP Evaluation and Retrofitting
- Training

Permit Requirement 2.2.2.5 Modifications Descriptions

Title 13 Public Services
Chapter 13.22 Storm Water Utility

- Stablish a viable and fair method of financing the construction, operation and maintenance of the storm water system.

Chapter 13.23 Storm Drainage

- Update the ordinance organization to be like the model ordinance promoted by the USWAC.
- Updates to the following sections:

Title 13.23.050 Reduction of Storm Flow

- Make reference to Standard Design and LID Manual and the non-release of the first 1" of rainfall?

Title 13.23.080

- Class V injection well registration with the State.

Title 13.23.220 Section 7 Land Disturbance Permit.

- A land disturbance permit limited to clearing and grubbing activities may be issued by the City for a development project for which final site plan or final subdivision approval has not yet been granted or the final subdivision plat has not yet been recorded, provided that final application has been made and final engineering plans have been reviewed, signed by the City Engineer or designated representative, and released for construction.
- Post Construction requirements- as built plans to be turned into Lindon City stamped by a certified Engineer as to the proper building and installation of post construction BMP facilities. Require maintenance agreements from person responsible for the maintenance of post construction BMP facilities.
- Violations- Requires compliance with the appropriate UPDES Construction permits, gives enforcement escalation guidance.

Permit Requirement 2.2.2.6 Permit Requirements Implementation Description

Lindon City has been meeting permit requirements since its inception. We have had 2 audits and, in both cases, have received satisfactory reviews. We continue implementing the General Permit for Discharges from Small Municipal Separate Storm Sewer Systems (MS4) by referencing each requirement as described in Part 4.0 Storm Water Management Program individually to include description, measurable goals, and personnel responsible for implementation.

Permit Requirement 2.2.2.7. Description of Measurable Goals

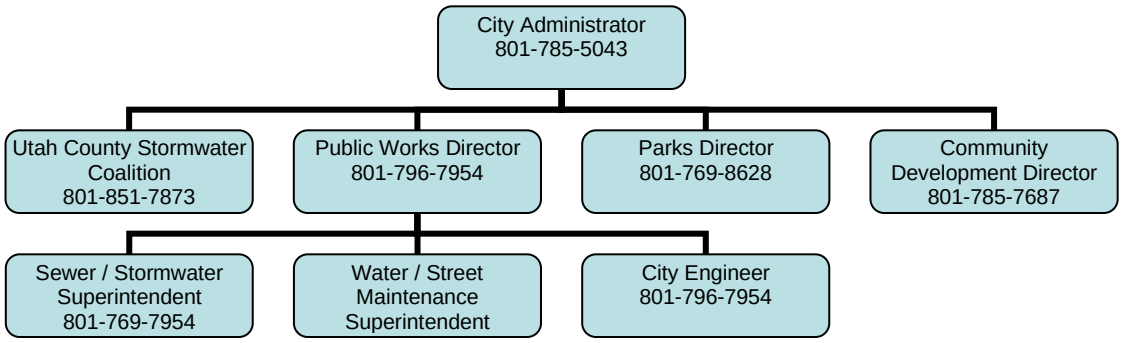
In section 4.2 you will find each permit requirement and measurable goal descriptions.

Permit Requirement 2.2.2.8 Roles and Responsibilities
STAFFING AND RESOURCE ALLOCATIONS

Responsibility for implementation of the storm water management program is divided between Lindon City and the Utah County Stormwater Coalition. For the City, most of the work is performed by the Public Works Department and other Divisions and Departments; the administration of the entire program is done by the Engineering Division. The City entered into an agreement entitled, "*Interlocal Cooperation Agreement for NPDES Phase II Storm Water Public Education and Outreach Best Management Practice Compliance"* (see copy attached), which delegates Utah County responsibility for administration of the Interlocal Cooperation Agreement.

Management and oversight of the City's responsibilities under the storm water management program is funded through the City's General and the Storm Water Fund. The revenue source for the work performed by the Utah County Stormwater Coalition is an assessment to the participating municipalities.

Organization Chart and Department Responsibilities
The following organization chart was established to identify the persons responsible for implementing or coordinating the BMPs contained within the SWMP document. The Organization Chart Department Responsibilities explain the duties each member of the organization has been assigned to accomplish the goals of the SWMP.



City Administrator • Liaison with City Council	**Community Development Director** • Disseminate LID Information to land developers
Public Works Director • Liaison with City Administrator • General coordination of the Storm Water Management (SWMP) Program • Submit annual report • Update SWMP	**Parks Director** • Buildings, grounds and parks maintenance BMP's • Training
Storm/Wastewater Superintendent • MS/4 and SWMP coordination • Shared facilities manager • Assist with annual report • Coordinates with City Engineer • Systems map updates • Systems maintenance • Sanitary Sewer Management Plan (SSMP) coordination • Training of City Staff & Public Outreach	**Water/Street Maintenance Superintendent** • Water Division facilities operation, maintenance and repair • Chemical storage • Street maintenance activities • Snow plowing program • Salt storage • Training

City Engineer	Utah County Stormwater Coalition
• Assist with systems mapping • Assist with annual reporting • Development plans review • SWPPP inspections / compliance	• Stormwater pollutants training of elementary school students (4th grade) • Conducts stormwater survey of county citizens • Provides training handouts and swag material

Permit Requirement 2.2.2.9 Co-Permittees

Not Applicable

Permit Requirement 2.2.2.10 Certification and Signature Requirement

All notices of intent (NOI), storm water management programs (SWMP), storm water pollution prevention plans (SWPPP), reports, certifications or information will be signed, dated and certified as required in Section 6.14 of the MS4 General UPDES Permit.

2.3 Notice of Intent Contents and Submittal

Lindon City will submit and NOI electronically within 180 days of notification.

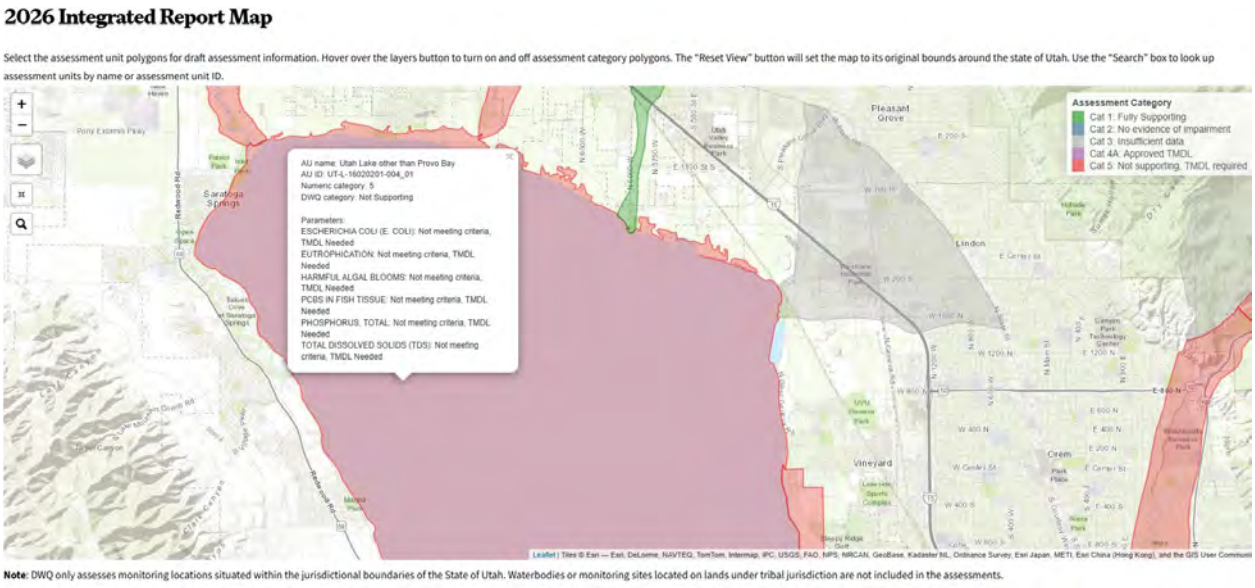
3.0 Special Conditions

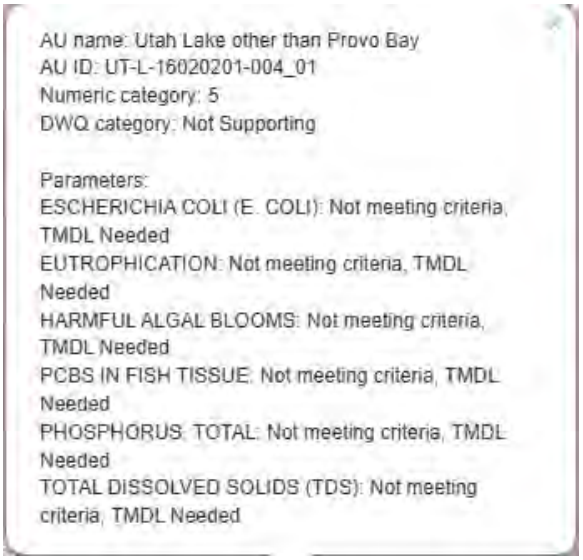
Discharges to Water Quality Impaired Waters

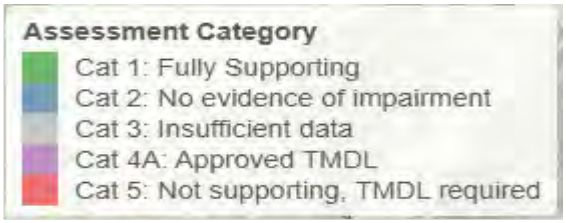
Permit Requirement 3.1.1 Lindon City discharges storm water runoff directly to Utah Lake through a series of conveyance channels some originating in neighboring cities, Pleasant Grove to the North and Orem City to the South. Storm water runoff from Lindon City is pretreated using sediment and floatable catch structures before the water enters the multiple regional detention basins used for flood control.
According to the Utah's Final 2026 Integrated Report 303(d) list of impaired waterbodies as of 10/18/2021 data available at: https://enviro.deq.utah/ Utah Lake does not have an approved TMDL but has the following impairments: TDS, Phosphorus, PCBs, Harmful algal bloom, Ammonia and PH.

Utah Lake Impairment Listings

Year Listed	Water Body	Parameter	Use Impaired
2002	Utah Lake	Total Dissolved Solids	4 – Agricultural
2002	Utah Lake	Total Phosphorus	3B - Aquatic Life
2010	Utah Lake	PCBs	3B - Aquatic Life
2016	Utah Lake	Harmful algal bloom	2B - Recreational
2016	Provo Bay	Ammonia	3B – Aquatic Life
2016	Provo Bay	pH	3B – Aquatic Life







Permit Requirement 3.1.2. Lindon City has identified pollutants of concern that include Sediment, Nutrients (Phosphorus, Nitrogen, Potassium, Ammonia), Hydrocarbons, Heavy Metals, Toxic Chemicals (Chlorides), Debris/Litter/Trash and Pathogens (Bacteria), since these pollutants are produced while conducting certain activities, best management practices (BMPs) will be adopted and used in different ways while implementing all six minimum control measures (MCMs). The measures will be presented in the order of priority with respect to controlling the pollutants of concern.

Permit Requirement 3.1.3. Lindon City will take all necessary actions to comply with changes that were previously authorized and later changed by the Utah Department of Environmental Quality Director to ensure future discharges do not contribute to the violation of water quality standards and document these actions as required by the Director.

Permit Requirement 3.1.1.1

A TMDL for Utah Lake has not been developed.



3.2. Jordan River Watershed Wide Escherichia coli ("E. coli") TMDL

Permit Requirement 3.2.1.- TMDL Compliance Plan. Lindon City has started taking samples to establish a base line of E. Coli presence in the storm drain run off flow. Based on findings, Lindon City will track the source.

Permit Requirement 3.2.1.1.- Lindon City will identify potential sources of E. coli in the MS4 and target specific audiences that may contribute to E. coli sources. Lindon City will provide and document education given to the target audience specific to the discharge of E. coli.

Permit Requirement 3.2.1.2.- E. coli Inventory. Lindon City will identify sites that have potential sources of E. coli with the use of a map, such as areas with septic tanks, dense waterfowl areas, dog parks, etc.

Permit Requirement 3.2.1.2.1.- E. coli Reduction Prioritization. Lindon City will create an SOP to inspect suspected E. coli generating areas, after verifying the condition, Lindon City will install structural and nonstructural BMPs to reduce the potential of discharge.

Permit Requirement 3.2.1.2.2.- Illicit Discharge Detection and Elimination (IDDE) Priority Areas. Lindon City will add inventoried areas to a priority list and do inspections annually, and document findings.

Permit Requirement 3.2.1.2.3.- MS4 System Maintenance Standard Operating Procedures (SOPs). Lindon City will add the inventoried E. coli areas to the priority areas for street sweeping and storm sewer system maintenance.

Permit Requirement 3.2.1.3.- High-Priority Facility Inventory. Lindon City will evaluate its inventory of potential high-priority city owned and operated facilities.

Permit Requirement 3.2.1.4.- SOP Evaluation- Lindon City will evaluate potential E. coli generating activities to determine E. coli reduction/eliminating SOPs to include 1) roads, parking lots, surface cleaning and garbage controls, 2) parks and open space maintenance (mowing, tree trimming, planting), 3) storm water collection and conveyance system inspection and cleaning, 4) material storage, 5)water line maintenance, sanitary sewer maintenance, spill/leak/overflow control, response and containment.

Permit Requirement 3.2.1.5.- Low Impact Development (LID). Lindon City will promote the use of LID controls that have an effective E. coli organism removal.

Permit Requirement 3.2.2.- Lindon City will submit a TMDL Compliance Report with the Annual Report, the report will include problem areas with cost, and the anticipated pollutant reduction.

3.3 Nitrogen and Phosphorus Reduction

Permit Requirement 3.3.1. Lindon City will address water quality impacts associated with nitrogen and phosphorus discharges.

Lindon City has identified pollutants of concern that include Sediment, Nutrients (Phosphorus, Nitrogen, Potassium, Ammonia), Hydrocarbons, Heavy Metals, Toxic Chemicals (Chlorides), Debris/Litter/Trash and Pathogens (Bacteria), since these pollutants are produced while conducting certain activities, best management practices (BMPs) will be adopted and used in different ways while implementing all six minimum control measures (MCMs). The measures will be presented in the order of priority with respect to controlling the pollutants of concern.

Nutrient pollution cause severe and ecological, economic, and human health impacts the include but are not limited to Eutrophication (high nutrient levels that act as fertilizer, stimulating the rapid overgrowth of algae,

Permit Requirement 3.3.1.1.- In collaboration with the Utah County Storm Water Coalition Education and Outreach subcommittee will evaluate, identify, target and provide outreach that addresses sources within the boundaries of the cities affiliated with the organization.

Permit Requirement 3.3.1.2.- Lindon City has identified agricultural operations, lawns and gardens; livestock and pet waste, decaying grass and leaves, sewer overflows and leaks that have the potential to contribute nitrogen and phosphorus to waters of the State.

Permit Requirement 3.3.1.3.- Lindon City will address this requirement on section 4.2.1

3.4. Co-Permittees – Not Applicable

4.0. Storm Water Management Program

4.1. REQUIREMENTS

Permit Requirement 4.1.1.- Storm Water Management Program – Lindon City is on its 4th UPDES Permit renewal and has fully implemented all six minimum control measures required in the previous permit terms. An NOI for the current permit term will be submitted to the DEQ by November 2026 with the new permit renewal.

Permit Requirement 4.1.2.- Documentation Process
Each Minimum Control Measure (MCM) section will have a documentation log with measurable goals and results that can later be used to track the programs' progress. This data will then be used to conduct planning, set priorities, track development, implementation and effectiveness of the SWMP.

- 4.1.2.1. – Lindon City will track number of inspections, official enforcement actions taken, and public education activities.
- 4.1.2.2. – Lindon City will secure necessary resources to fund capital projects, staff, operation and maintenance activities to meet permit requirements. Lindon City will submit a summary of its fiscal analysis with each annual report.
- 4.1.2.3. – Lindon City will track the effectiveness of SWMP BMPs or program implementation to demonstrate that the SWMP is protecting water quality. This information will be used to make updates, conduct planning and set priorities.

Permit Requirement 4.1.3.- SWMP Development
Lindon City has developed a SWMP that includes BMPs that implements the six (6) storm water minimum control measures.

CHAPTER ONE

PUBLIC EDUCATION AND OUTREACH ON STORM WATER IMPACTS

Permit Requirement 4.2.1 Public education and outreach program description

The Public Education and Outreach Program of the Storm Water Management Plan in partnership with the Utah County Storm Water Coalition goal is to promote behavior change to reduce water quality impacts associated with pollutants in storm water runoff and illicit discharges. Outreach and educational efforts shall include a multimedia approach and will be targeted and presented to specific audiences for increased effectiveness.
The educational program will be targeted at the general public, institutions, industrial and commercial facilities, engineers, construction contractors, developers, development review staff, and land use planners; pertinent parties.
The educational program will have methods to evaluate the program effectiveness.

UTAH COUNTY STORMWATER COALITION

The Lindon City Public Works Department will continue coordinating with and participating in the Utah County Stormwater Coalition for the purpose of providing further education and training for our targeted audience with regards to storm water quality.

The Utah County Stormwater Coalition is a coalition of local agencies whose purpose is to reduce the load of pollutants entering storm drains and receiving waters, through education. The Coalition meets to coordinate new educational materials and programs, further storm water program development and inform all members of new regulations or storm water workshops.

The Utah County Stormwater Coalition (UCSWC) shall provide the following:

1. An educational booth will be available to be scheduled and manned by the participating cities for city festivities, the Utah County Fair, etc.
2. Provide countywide storm water articles to be distributed by the participating cities. The member cities will then publish these articles in their newsletters, videos and social media sites.
   UCSWC websites
   (https://utahcountystormwatercoalition.wordpress.com/)
   (https://publicworks.utahcounty.gov/stormwater-management)
   Educational pamphlets will be created by the coalition regarding IDDE, yard waste management, automotive work and car wash, pet waste, and other topics that may be brought up in the future that impact the quality of storm water to be distributed by the participating municipalities in the storm water coalition to the targeted audiences mentioned above.
3. Fourth grade educational program.
   - The objective of this program is to provide students with educational materials, demonstrations, and outreach activities regarding the impact of daily activities on storm water quality.
   - The Utah County Storm Water Educational Program is a storm water quality lesson taught by a teacher hired by the Utah County Storm Water Coalition. The lesson is interesting, easy to present and lasts approximately 25 minutes. The presentation begins with a container of clean water (tap water) that represents the rainwater that produces storm water runoff. Step by step different “contaminants” are added

to the container, such as vegetable oil (oil), pet waste (dog food), dirt (sediment), twigs (floatables), and paper (litter). The presentation demonstrates the importance of preventing litter and keeping the storm drain system clean. The purpose of the presentation is to visually display the types of pollutants in storm water, the sources of each pollutant, and their impacts. The teacher asks questions about the rain cycle, where the rainwater flows too, and how pollutants are picked up along the way. At the end of the presentation an activity book and other educational materials regarding storm water are given to the students.

Funding for the educational program is to be established annually based upon the population of the participating members. The type of media and the distribution schedule are to be discussed by Utah County Stormwater Coalition members to more effectively target the public.
The Utah County Stormwater Coalition Current members are:

Alpine City	American Fork City	Cedar Hills City
Highland City	Lehi City	Lindon City
Mapleton City	Orem City	Payson City
Pleasant Grove City	Provo City	Salem City
Spanish Fork City	Springville City	Utah County

Lead Entity: Utah County Storm Water Coalition, Engineering Division- SWPPP Inspector, Storm Water Division- Superintendent

Year	Measurable goal action summary:	Document number of students taught
7/1/2026 - 6/30/2027		
7/1/2027 - 6/30/2028		
7/1/2028 - 6/30/2029		
7/1/2029 - 6/30/2030		
7/1/2030 - 6/30/2031		

The educational program also includes documented education and outreach efforts for the following four audiences: (1) residents, (2) institutions, industrial and commercial facilities, (3) developers and contractors (construction), and (4) MS4-owned or operated facilities. The minimum performance measures which should be based on the land uses and target audiences found within the community include:

Year	Measurable goal action summary:	Describe the type of training conducted and the audience reached, document the number of participants reached and by way of quiz questions.
7/1/2026 - 6/30/2027		
7/1/2027 - 6/30/2028		
7/1/2028 - 6/30/2029		

Year	Measurable goal action summary:	Describe the type of training conducted and the audience reached, document the number of participants reached and by way of quiz questions.
7/1/2029 - 6/30/2030		
7/1/2030 - 6/30/2031		

Permit Requirement 4.2.1.1 Pollutants targeted

The Engineering and Storm Water Divisions in conjunction with the Utah County Storm Water Coalition will continue to improve the educational program, the program will educate our audience about impacts from storm water discharge, methods to avoid, minimize, and reduce impact of storm water discharge and actions one can take to improve water quality. The pollutants we are most concerned with are sediments, pathogens, nutrients, fertilizers, pesticides, herbicides, hydrocarbons, metals, road salts, detergents, chemicals, acid or base products, solid or liquid waste products, human or animal waste.

Pollutant	Source	Impacts
Sediment	Construction sites, vehicle/boat washing, agricultural sites	Destruction of aquatic habitat for fish and plants, transportation of attached oils, nutrients and other chemical contamination, increased flooding. Sediment can transport other pollutants that are attached to it including nutrients, trace metals, and hydrocarbons. Sediment is the primary component of total suspended solids (TSS), a common water quality analytical parameter.
Nutrients (Phosphorus, Nitrogen Potassium, Ammonia)	Fertilizers from agricultural operations, lawns and gardens; livestock and pet waste, decaying grass and leaves, sewer overflows and leaks.	Harmful algal blooms, reduced oxygen in the water, changes in water chemistry and pH. Nutrients can result in excessive or accelerated growth of vegetation, resulting in impaired use of water in lakes and other receiving waters.
Hydrocarbons (Petroleum Products, Benzene, Toluene, Ethyl benzene, Xylene)	Vehicle and equipment fluid leaks, engine emissions, pesticides, equipment cleaning, leaking fuel storage containers, fuel spills, parking lot runoff	These pollutants are toxic to humans and wildlife at very low levels. Carcinogenic. Teratogenic.
Heavy Metals	Vehicle brake and equipment wear, engine emissions, parking lot runoff, batteries, paint and wood preservatives, fuels and fuel additives, pesticides, cleaning agents	Metals including lead, zinc, cadmium, copper, chromium and nickel are commonly found in stormwater. Metals are of concern because they are toxic to all life at very low levels. Carcinogenic. Teratogenic.
Toxic Chemicals (Chlorides)	Pesticides, herbicides, dioxins, PCBs, industrial chemical spills and leaks, deicers, solvents,	Chemicals are of concern because they are toxic to all life at very low levels. Carcinogenic. Teratogenic.
Debris/Litter/Trash	Improper solid waste storage and disposal, abandoned equipment, litter	Aesthetically unpleasant. Risk of decay product toxicity. Risk of aquatic animal entrapment or ingestion and death.
Pathogens (Bacteria)	Livestock, human, and pet waste, sewer overflows and leaks, septic systems	Human health risks due to disease and toxic contamination of aquatic life.

This program will integrate many other facets of the SWMP to 1)provide information to our targeted audience which describe the potential impacts from storm water discharges, 2)methods for avoiding, minimizing, reducing and/or eliminating pollutants from entering the MS4 and 3)actions individuals can take to improve water quality, including encouraging participation in local environmental stewardship activities based on the land uses and target audiences found within the community.

COMMUNITY OUTREACH PROGRAM

Permit Requirement 4.2.1.2. Information given to the general public

The Engineering Division will provide, and document information given to the general public of City's prohibitions against illicit discharges and improper disposal of waste and the negative impacts associated with it.

Permit Requirement 4.2.1.2.1. The main topics of education include maintenance of **1)** septic tanks hazardous waste disposal **2)** effects of outdoor activities such as lawn care (use of pesticides, herbicides, and fertilizers); **3)** benefits of on-site infiltration of storm water; **4)** effects of automotive work and car washing on water quality; **5)** proper disposal of swimming pool water; **6)** proper management of pet waste and **7)** Any other relevant topics specific to the MS4.
Information publications will be produced in conjunction with the Utah County Storm Water Coalition and evaluated on an annual basis.

City Newsletter: Information regarding the impacts associated with illicit discharges and improper disposal of waste will be distributed 4 times a year on the City newsletter, website, and multiple social media platforms.

Targeted City Mailers: Send information regarding the proper disposal of swimming pool water to homes with pools in the City. And up to date inventory will be kept in digital form using the City's asset management software.

LID Information for developers and home builders: to promote the benefits of on-site infiltration of storm water.

Information Booths: Information booths are to be held at various community events such as the Lindon City Days celebrations. The booth display includes a graphic panel illustrating the hydrologic cycle in an urban setting and is accompanied by a series of pamphlets or other educational materials that explain how the public can help reduce pollutants exposed to rainfall. The materials that are handed out at the booths primarily consist of the current information developed by the Utah County Stormwater Coalition.

Door to Door Information: City personnel distribute pamphlets designed to inform the community of the impacts of polluted storm water discharges on local water bodies door to door when citizens are caught in the action of violating the storm water City Codes. Documentation for this item will be recorded in section 4.2.3.6.3 IDDE investigation documentation of this SWMP.

Lead Entity: Utah County Storm Water Coalition, Engineering Division- SWPPP Inspector, Storm Water Division- Superintendent,
Distribution of BMPs will be done in multiple ways that will involve the Business Licensing Department, Code Enforcement Agent, Storm Water SWPPP Inspector, Storm Water Superintendent.
Documentation will be kept in digital form.

Residents- BMPs Include: Newsletter, door to door code enforcement, information booths at City celebrations, swimming pool maintenance, HPF use, automotive work/car care, pet waste, and good property upkeep and landscaping practices.

Measurable goal action summary: Residents Outreach

Year	1. Document number of door-to-door code enforcement notices 2. Document date and location for information booth, number of people reached and information given 3. Document dates and methods when notifications are sent out to residents regarding HPF use, automotive work/car care, pet waste, and good property upkeep/good landscaping practices.
7/1/2026 - 6/30/2027	
7/1/2027 - 6/30/2028	
7/1/2028 - 6/30/2029	
7/1/2029 - 6/30/2030	
7/1/2030 - 6/30/2031	

Permit Requirement 4.2.1.3. institutions, industrial and commercial facilities.

Permit Requirement 4.2.1.3.1.- The Business Licensing Department, Engineering and Storm Water Division will provide and document information regarding the impacts associated with illicit discharges and improper disposal of waste to established businesses and institutions once a year and to new entities applying for a license or a building permit that will impact the storm water quality. The main topics of education include: **1)**proper lawn maintenance (use of pesticides, herbicides and fertilizer); **2)**benefits of appropriate on-site infiltration of storm water; **3)**building and equipment maintenance (proper management of waste water); **4)**use of salt or other deicing materials (cover/prevent runoff to storm system and contamination to ground water); **5)**proper storage of materials (emphasize pollution prevention and Industrial MSGP); **6)**proper management of waste materials and dumpsters (cover and pollution prevention); **7)**proper management of parking lot surfaces (sweeping); and **8)**any other relevant topics specific to the MS4. Lindon City will evaluate these topics and prioritize education on those most relevant to the community. This Information publications will be produced in conjunction with the Utah County Storm Water Coalition.

- Pesticide, Herbicide, and Fertilizer Educational Program: Information along with educational materials is to be presented to businesses and industries regarding the potential impact to receiving waters due to the over-application and misapplication of pesticides, herbicides, and fertilizers. General information regarding pesticide, herbicide, and fertilizer applications will be distributed via brochures, information booths, mailed to commercial sprayers and industrial training events.
- Pollution Prevention and the UPDES Multi Sector General Permit (MSGP): Federal and State Regulations and educational materials will be distributed to inform specific institutions, businesses and industries located in our City of the causes and effects of polluted storm water due to exposure to industrial activities will be distributed by various City Departments.

Lead Entity: Utah County Storm Water Coalition, Engineering Division- SWPPP Inspector, Storm Water Division- Superintendent, Business Licensing Official- Building Division Administration.

Institutions, industrial and commercial facilities- BMPs include Storm water maintenance agreement, site inventory, and annual outreach to facilities manager to discuss BMP management, good housekeeping and landscaping practices. Documentation will be kept on electronic form using the City's Storm Water Compliance software.

Measurable goal action summary: Institutions, Industrial and Commercial Facilities Outreach

Year	1. Create and inventory list of facilities that have a Storm Water Maintenance Agreement. 2. Document number of meetings with facilities manager. 3. Document number of compliance/non-compliance facilities
7/1/2026 - 6/30/2027	
7/1/2027 - 6/30/2028	
7/1/2028 - 6/30/2029	
7/1/2029- 6/30/2030	
7/1/2030 - 6/30/2031	

Permit Requirement 4.2.1.4. Construction Engineers, Contractors, Developers, Development Review Staff, and Land Use Planners.

Ona an annual basis, Lindon City will provide and document, education and outreach given concerning the development of storm water pollution prevention plans ("SWPPPs") and BMP use, to reduce adverse impacts from storm water runoff from development sites.

The Engineering Division has adopted the Utah/EPA SWPPP template for construction activities and a Common Plan of Development SWPPP template distributed by the City from information previously supplied with the development SWPPP as the standard documents to submit along with the City Land Disturbance Permit (LDP) to help reduce the adverse impacts from storm water runoff from development sites. (This item will be described at more length on section 4.2.4).

- Training sessions regarding UPDES regulations; SWPPP development, review and management, BMP selection and maintenance; SWPPP Inspections and other topics will be offered through the Utah County Storm Water Coalition once a year.
- Training on the BMP's and their use is provided to planners and DRC staff annually.

Lead Entity: Utah County Storm Water Coalition, Engineering Division,

Engineers, development review staff, developers and contractors (construction) - BMPs include Annual training offered by the UCSWC regarding SWPPP, Design process/DRC meeting to include LID BMPs, pre-construction meeting, SWPPP review, SWPPP inspections. Documents will be kept in electronic form.

Measurable goal action summary: Engineers, Construction Contractors, Developers, Development Review Staff, and Land Use Planners Outreach Info from Utah County Coalition Annual Report

Year	1. Document number of Developers and Contractors that attended the annual training offered by the UCSWC. 2. Document attendance, training dates and material covered.
7/1/2026 - 6/30/2027	
7/1/2027 - 6/30/2028	
7/1/2028 - 6/30/2029	
7/1/2029 - 6/30/2030	
7/1/2030 - 6/30/2031	

CHAPTER TWO

PUBLIC INVOLVEMENT/PARTICIPATION

Permit Requirement 4.2.2 Program description

The Public Involvement/Participation Program section of this SWMP addresses the requirements of applicable State and Local public notice requirements. Community participation provides for broader public support, a broader base of expertise, and the development of important relationships with other communities and government programs.

The sections described in this chapter include opportunities for the public to play an active role in the development and implementation of the storm water management program. Such opportunities will include advisory panels, public hearings, watershed committees, stewardship programs, environmental activities, volunteer opportunities, or other similar activities. Efforts to reach out and engage with potentially affected stakeholder groups, which include but is not limited to commercial and industrial businesses, trade associations, environmental groups, homeowner associations, and education organizations regarding the implementation of new stormwater rules and regulations to foster public input.

Lindon City Storm Water Division will have opportunities for public involvement and participation two (2) annually during the months of May and October through different forms of engagement that include but are not limited to business license renewal questions and comments, on-line polling, social media, etc.

Lead Entity: Public Works Department- Public Works Director, Engineering Division, Storm Water Superintendent.

Year	Measurable goal action summary:	Document event title, number of participants, outcome results.
7/1/2026 - 6/30/2027		
7/1/2027 - 6/30/2028		
7/1/2028 - 6/30/2029		
7/1/2029 - 6/30/2030		
7/1/2030 - 6/30/2031		

Permit Requirement 4.2.2.1. Comment opportunities for the public to provide input

Once a year during the month of January, the Storm Water Division Superintendent or its designee, will ask for public involvement in the constant development, updates and implementation of the storm water management program, including development and adoption ordinances through the means mentioned on section 4.2.2.

Permit Requirement 4.2.2.2. and 4.2.2.3. SWMP Document available for public review

The Storm Water Division Superintendent, as administrator of the Storm Water Management Program, will make the 2026-2031 SWMP documents available to the public for review and input by November 7th, 2026.
The SWMP document will remain available for public review and input for the life of the permit on the city web site and will allow the public to review and provide input.

Lead Entity: Storm Water Division Superintendent

Year	Measurable goal action summary:	Document number of comments received, and answer given
7/1/2026 - 6/30/2027		
7/1/2027 - 6/30/2028		
7/1/2028 - 6/30/2029		
7/1/2029 - 6/30/2030		
7/1/2030 - 6/30/2031		

CHAPTER THREE

ILLICIT DISCHARGE DETECTION AND ELIMINATION (IDDE)

Permit Requirement 4.2.3. Revision, Implementation and Enforcement of the IDDE program

Lindon City will revise, implement and enforce the Illicit Discharge Detection and Elimination Program to systematically find and eliminate sources of non-storm water discharges from the MS4 and implement defined procedures to prevent illicit connections and discharges according to the minimum performance measures listed in this Part. The IDDE program is described in writing, included in this SWMP document.

Permit Requirement: 4.2.3.1. MS4 Map

The Storm Water and Engineering Divisions maintains and updates a storm drain system map showing the location of all municipal storm sewer **1)**outfalls; **2)**receiving waters; **3)**storm drainpipes; and **4)**other storm water treatment and conveyance structures within the MS4.

Lead Entity: Storm Water Division Superintendent and City Engineer

Year	Measurable goal action summary:	Document storm water map review dates
7/1/2026 - 6/30/2027		
7/1/2027 - 6/30/2028		
7/1/2028 - 6/30/2029		
7/1/2029 - 6/30/2030		
7/1/2030 - 6/30/2031		

Permit Requirement: 4.2.3.2. Regulatory Mechanism

Lindon City prohibits, through ordinance, non-storm water discharges, as defined in Part 7.0 of the Small MS4 General UPDES Permit.

The City Ordinance will be revised once a year in the month of January to ensure having the adequate legal authority to detect, investigate, eliminate, and enforce against non-storm water discharges including spills, illicit connections, illegal dumping and sanitary sewer overflows (SSO's) into the storm sewer system.

- Chapter 13.23 Storm Drainage Ordinance
- 13.23.020 Definitions
  - "Illicit Connection"
  - "Illicit Discharge"
- 13.23.060 Prohibited Discharges
- 13.23.100 Authority to Inspect
- 13.23.120 Notice of Violation
- 13.23.190 Stop Work Order
- 13.23.260 Violations and Enforcement

The Engineering Division, Legal Department and Storm Water Division will continue to update the Storm Water Ordinance to effectively prohibit illicit discharges, spills, illicit connections, illegal dumping and sanitary sewer overflows; any changes will be documented on table below.

Lead Entity: Legal Department- City Attorney**,** Engineering Division- City Engineer, Storm Water Division - Superintendent

Year	**Measurable goal action summary:**	Review City Ordinance Chapter 13.23 once a year in the month of January, document changes.
7/1/2026 - 6/30/2027		
7/1/2027 - 6/30/2028		
7/1/2028 - 6/30/2029		
7/1/2029 - 6/30/2030		
7/1/2030 - 6/30/2031		

Permit Requirement: 4.2.3.2.1.- Chapter 13.23 Storm Drainage Ordinance provides the adequate legal authority to detect, investigate, eliminate, and enforce against non-storm water discharges into the MS4.

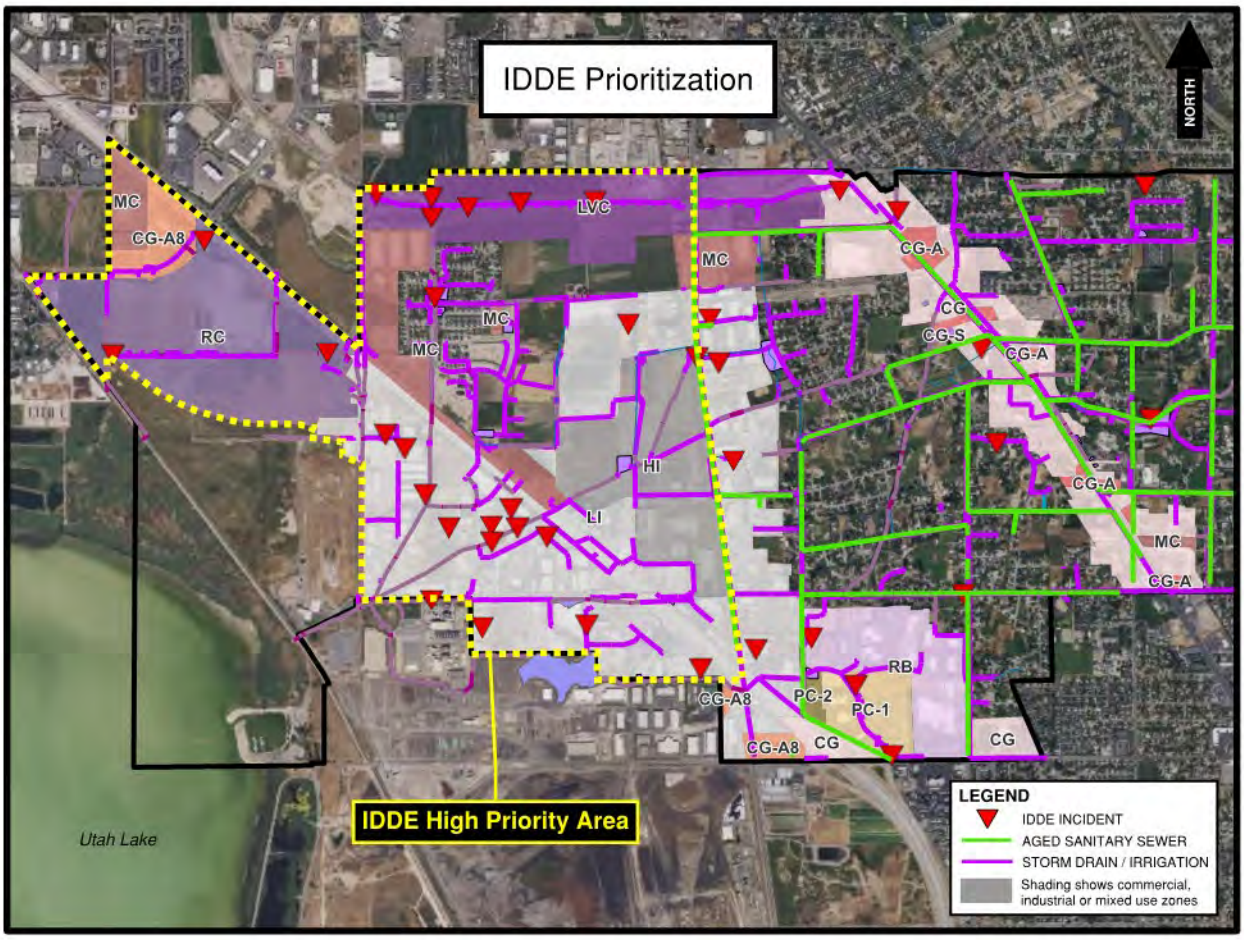
Permit Requirement: 4.2.3.3. IDDE Plan

The City Storm Water Division as part of their Operation and Maintenance (O&M) Manual has developed and adopted a written plan to detect and address non-storm water discharges to the MS4, including spills, illicit connections, sanitary sewer overflows and illegal dumping. The plan shall include:

Permit Requirement 4.2.3.3.1 Program procedures for locating priority areas

The Engineering and Storm Water Divisions written systematic procedures for locating areas likely to have illicit discharges takes in consideration the following criteria:

1) 1)Areas with older infrastructure that are more likely to have illicit connections;
2) Industrial, commercial, or mixed used areas;
3) Areas with a history of past illicit discharges;
4) Areas with a history of illegal dumping;
5) Areas with onsite sewage disposal systems;
6) Areas with older sewer lines or with a history of sewer overflows or cross-connections;
7) Areas upstream of sensitive water bodies; and
8) Other areas Lindon City determines to be likely to have illicit discharges.



The Storm Water Division has a list of priority areas identified in the system based on the type of industrial use and water consumption for the industrial operation and CCTV inspections of the storm drain system. The list is updated once a year to reflect changing priorities by the Storm Water/Sewer Collections Division and is kept on the department's O&M Manual Electronic File.

Permit Requirement 4.2.3.3.2 Priority Area Outfalls Inspections

The Storm Water Division conducts field assessment of areas which are considered a priority area as identified in Permit Part 4.2.3.3.1. Compliance with this provision shall be achieved by inspecting each priority area annually at a minimum. Field assessment activities will be documented on an inspection form.

Lead Entity: Storm Water Division

Year	Measurable goal action summary:	Document number of priority area out falls inspected, and number of violations found.
7/1/2026 - 6/30/2027		
7/1/2027 - 6/30/2028		
7/1/2028 - 6/30/2029		

Year	Measurable goal action summary:	Document number of priority area out falls inspected, and number of violations found.
7/1/2029 - 6/30/2030		
7/1/2030 - 6/30/2031		

Permit Requirement 4.2.3.3.3 and 4.2.3.3.4 Dry Weather Outfalls inspections and Industrial Separate UPDES Permit notification.
The Storm Water Division will conduct field assessment activities for the purpose of verifying outfall locations and detecting illicit discharges during the month of November until weather permitting. Visual inspections of at least 20 percent of all known outfalls will be inspected annually, and all outfalls should be inspected at least once during the 5-year permit term. Field assessment activities will be documented on an inspection form.
If an IDDE is discovered, Lindon City will notify the DWQ Director within 30 days of such findings where the discharger may require a separate UPDES Permit (e.g., Industrial Storm Water Permit, Dewatering permit)

Lead Entity: Storm Water Division

Year	Measurable goal action summary:	Document number of outfalls inspected and suspected non-permitted discharges reported to the DWQ Director
7/1/2026 - 6/30/2027		
7/1/2027 - 6/30/2028		
7/1/2028 - 6/30/2029		
7/1/2029 - 6/30/2030		
7/1/2030 - 6/30/2031		

Permit Requirement 4.2.3.3.5.- Household Hazardous Waste Collection- Lindon City directs callers to contract the North Pointe Solid Waste Special Service District, 2000 W 200 S, Lindon, UT 84042, Phone:801-225-8538 to dispose of household hazardous waste.

Permit Requirement 4.2.3.3.5.- IDDE Hotline- The county-wide Utah County Stormwater Coalition / Public Works hotline to report illegal dumping or illicit discharges into storm drains is 801-851-7873, Lindon City Public Works – 801-796-7954 and after hours 801-229-7577. Lindon City keeps a written record of calls received, and follow-up actions taken.

Permit Requirement 4.2.3.4. – IDDE program Standard Operating Procedures

Permit Requirement 4.2.3.4.1. Tracing Illicit Discharges
The Storm Water Division implements standard operating procedures on its O&M Manual for tracing the source of an illicit discharge or connections; the procedures for:

1) visual inspections
2) Opening manholes when necessary;
3) Using closed-circuit camera inspections,
4) using field tests of selected chemical parameters as indicators of discharge sources;

5) collecting and analyzing water samples for the purpose of determining sanctions or penalties; and/or
6) other detailed inspection procedures.

Permit Requirement 4.2.3.4.1.1. Source of illicit discharge identified- Lindon City will record the following information in an inspection report:
1) The date Lindon City became aware of the non-storm water discharge;
2) The date Lindon city initiated an investigation of the discharge;
3) The date the discharge was observed;
4) The location of the discharge;
5) Description of the discharge;
6) Method of discovery;
7) Date of removal, repair, or enforcement action;
8) Date and method of removal verification.

Analytical monitoring may be necessary to aid in the identification of potential sources of an illicit discharge and to characterize the nature of the illicit discharge. Lindon City will document in the inspection report the decision process for utilizing analytical monitoring.

Permit Requirement 4.2.3.4.1.2.
When a reported illicit non-storm water discharge is investigated, but does not impact the MS4's system, Lindon City will record the following information in an inspection report:
1) Date Lindon City became aware of the reported illicit discharge;
2) Date Lindon City initiated an investigation of the reported illicit discharge;
3) Location of the reported discharge;
4) Description of the reported discharge; and
5) Description of the steps taken to confirm that the MS4 system wasn't impacted.

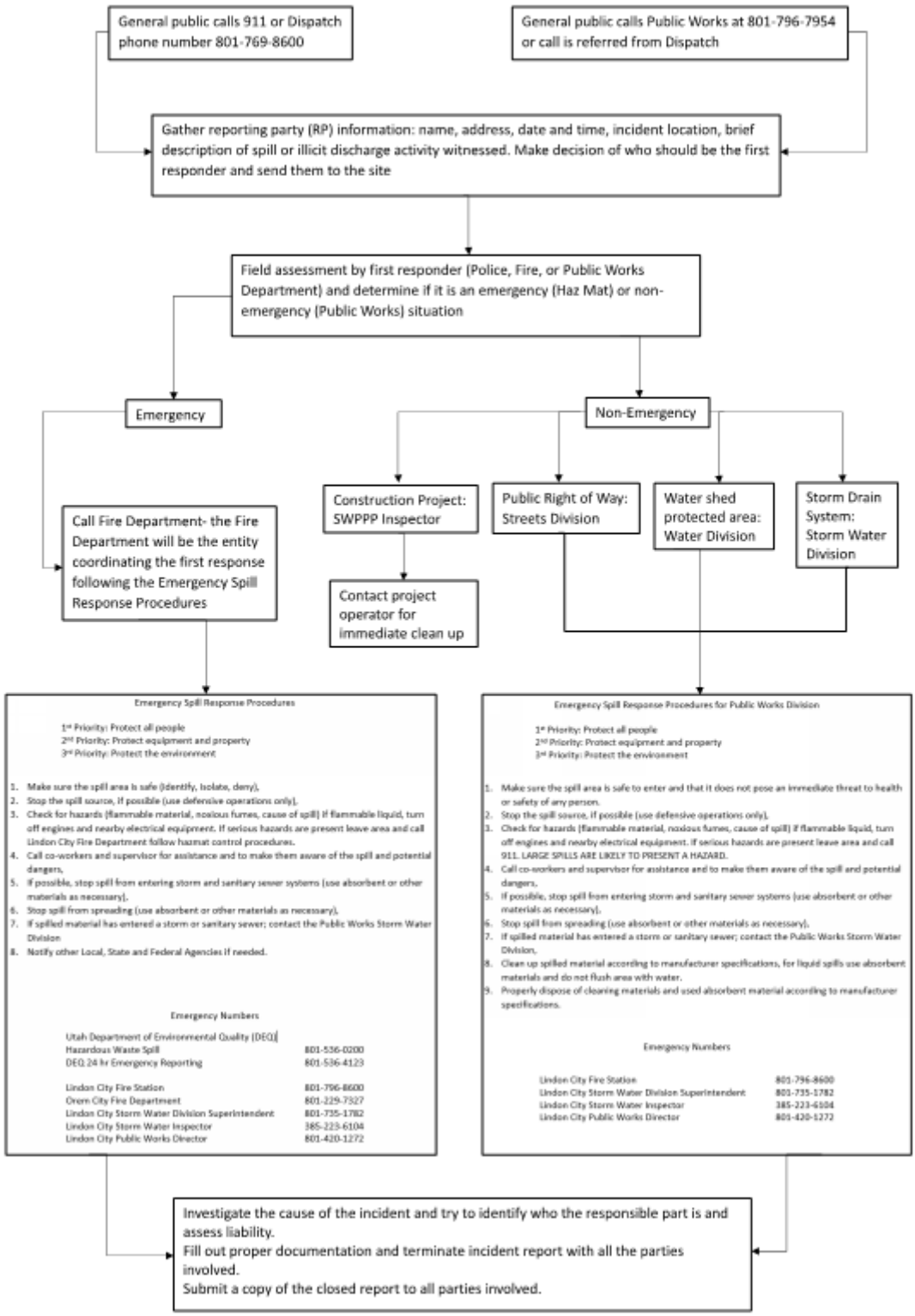
Permit Requirement 4.2.3.4.2. Characterizing Illicit Discharges SOP- Lindon City implements SOPs for characterizing the nature of illicit discharges and the potential public or environmental threat posed by the discharges when found by or reported to the "HOTLINE". SOP's include detailed instructions for determining the substance of the illicit discharge. If a substance is unknown, Lindon City has procedures for referring substance characterization to the Orem City Fire Department.

Permit Requirement 4.2.3.4.3. Ceasing Illicit Discharges SOP- Lindon City will implement SOPs for ceasing the illicit discharge, including:
1) Notification of appropriate authorities;
2) Notification of the property owner;
3) Technical assistance for removing the source of the discharge or otherwise eliminating the discharge;
4) Detailed instructions for evaluating how the discharge will be immediately contained, and steps to contain the discharge;
5) Follow-up inspections; and
6) Escalating enforcement and legal actions if the discharge is not eliminated.

Permit Requirement 4.2.3.4.3.1.
Upon confirmation of an illicit discharge which impacted the MS4's system, Lindon City will ensure immediate cessation do the illicit discharge. Upon confirmation of responsible parties, The City will take actions in accordance with enforcement procedures. If the party responsible is unknown, the City will take actions to cease the discharge. The City has regulatory authority to pursue cost recovery.

Permit Requirement 4.2.3.4.4. Spill and Improper Disposal SOP- Spill and Improper Disposal SOP- Lindon City has developed a written spill and improper disposal response SOP including a flow chart for internal use.

Lindon City Illicit Discharge/Spill Response Plan



Permit Requirement 4.2.3.4.5. Program Evaluation and Assessment SOP- Lindon City will implement procedures for program evaluation and assessment which includes maintaining a database for mapping; tracking of the number and type of spills or illicit discharges identified; and inspections conducted pursuant to potential illicit discharges.

Year	Measurable goal action summary:	Program Evaluation- trending of recorded IDDE episodes.
7/1/2026 - 6/30/2027		
7/1/2027 - 6/30/2028		
7/1/2028 - 6/30/2029		
7/1/2029 - 6/30/2030		
7/1/2030 - 6/30/2031		

Permit Requirement 4.2.3.5. Records - Lindon City documents IDDE investigations. Investigation reports are kept on electronic form and are available upon request.

Permit Requirement 4.2.3.6. Training – Lindon City trains all staff, MS4 contractors, office personnel, and other responsible entities that , as part of their normal job responsibilities, might come into contact with, receive calls, or otherwise observe and illicit non-storm water discharge as follows:

4.2.3.6.1. Frequency – receive training within 60-days of here and annually thereafter.

4.2.3.6.2. Topics- 1) identification and reporting, investigation, 2) termination, clean-up, and enforcement procedures, and 3) investigation documentation requirements.

4.2.3.6.3. Records- keep and maintain annual and new hire training records that include dates, activities or course descriptions, and names and positions of staff in attendance.

CHAPTER FOUR

CONSTRUCTION SITE STORM WATER RUNOFF CONTROL PROGRAM

Program description

The City has developed and implemented a Construction Site Storm Water Runoff Control Program since 2007 to reduce pollutants in any storm water runoff to the MS4 from sites with a land disturbance greater than or equal to one acre, including projects less than one acre that are part of a larger common plan of development or sale. Public and private projects, including projects proposed by the City's own departments and agencies, will comply with these requirements.

Permit Requirement 4.2.4.1. Regulatory Authority- The City has developed and adopted an ordinance (Chapter 13.23 Storm Drainage, https://lindon.municipal.codes/Code/13.23) that requires the use of erosion and sediment control practices on any site that conducts land disturbance activities and is proposing changes to better address the new MS4 permit. The ordinance requires compliance will all the terms of the UPDES Storm Water General Permits for Construction Activities. The current ordinances include sanctions to ensure compliance. The ordinance applies to any kind of land disturbance activities that disturb an area greater than or equal to one acre, including projects less than one acre that are part of a larger common plan of development or sale. The ordinance also requires storm water pollution prevention controls on sites that do not meet the description mentioned above.

Permit Requirement 4.2.4.1.1. SWPPP requirements

The City Ordinance Chapter 13.23.220 Requirements for Proposed Developments requires the construction operators to prepare a Storm Water Pollution Prevention Plan (SWPPP) and apply sediment and erosion control BMPs to protect water quality, reduce the discharge of pollutants, and control waste such as, but not limited to, discarded building materials, concrete truck washout, chemicals, litter and sanitary waste at the construction site that may cause adverse impacts to water quality. The SWPPP requirements must be, at a minimum, equivalent to the SWPPP requirement set forth in the most current UPDES Storm Water General Permit for Construction Activities https://deq.utah.gov/water-quality/general-construction-storm-water-updes-permits.

Permit Requirement 4.2.4.1.2. Maintaining permit coverage for duration of project

The City Ordinance Chapter 13.23.220 Requirements for Proposed Development. Number 6 and 7. requires that construction operators obtain and maintain coverage under the applicable UPDES Storm Water Permits for Construction Activities for the duration of the project https://npdes-ereporting.epa.gov/net-cgp.

Permit Requirement 4.2.4.1.3. Inspection access to inspect construction sites

City Ordinance "Chapter 13.23.180 Inspection and Entry" includes provisions for the access by qualified personnel to inspect construction storm water BMPs on private properties that discharge to the MS4.

Permit Requirement 4.2.4.2. Enforcement Strategy

City Ordinance "13.23.260 Violations and Enforcement" provides the mechanism for the Engineering Division SWPPP Inspector and/or Code Enforcement Agent to get compliance from operators of land disturbance activity sites.

Permit Requirement 4.2.4.2.1. Construction Oversight Enforcement SOP

The enforcement SOP plan includes:

1) specific processes and sanctions to minimize the occurrence of violations and obtain compliance from violators;
2) appropriate escalating enforcement procedures and actions, including an appeals process that is published in a publicly accessible location;
3) notification and documentation procedures for enforcement actions; and
4) a definition of who has authority to implement enforcement procedures on behalf of the MS4. Lindon City has the authority to the extent authorized by law to impose sanctions to ensure compliance with the local program.

The Engineering Division standard operating procedures (SOP) to get compliance from operators of land disturbance activity sites plan is described as follows:

- After a site inspection or upon a violation of the LDP requirements is found:
  - A verbal warning with specific amount of time is given to the operator to correct deficiency, if not corrected;
  - An NOV is issued describing the violation to be corrected and additional time is given to correct the deficiency with the threat to stop work, issue a citation or both, if not corrected with in time frame given;
  - A stop work order is issued, this can be verbal or in writing, all work must be stopped except for the activity needed to repair deficiency, at this point, a citation could be issued depending on the severity or recurrence of the problem;
  - A citation is issued to appear in court to face possible fines even after the deficiency is corrected, if problem persists;
  - LDP permit revocation; and
  - Call of bond to repair deficiency.
  - Lindon City may impose administrative fines.

Permit Requirement 4.2.4.2.2. Enforcement Tracking

The Engineering Division SWPPP Inspector has been documenting and tracking all the enforcement actions, the tracking system includes the use of third-party software and spread sheets.

Lead Entity: Engineering Division SWPPP Inspector

Year	Measurable goal action summary:	Document Number of enforcement actions
7/1/2026 - 6/30/2027		
7/1/2027 - 6/30/2028		
7/1/2028- 6/30/2029		

Year	Measurable goal action summary:	Document Number of enforcement actions
7/1/2029 - 6/30/2030		
7/1/2030 - 6/30/2031		

Permit Requirement 4.2.4.3. Pre-Construction SWPPP Review

The Engineering Division uses a checklist for pre-construction SWPPP review that is consistent with the requirements of the current, applicable UPDES construction storm water permit. The checklist includes consideration of potential water quality impacts and procedures for preconstruction review. This SWPPP review occurs during the first pre-construction onsite inspection.

SWPPP review procedures:

- After the Land Disturbance Permit pre-application meeting, the Engineering Division, requests that the SWPPP template be submitted electronically on "Word" format;
- The Engineering Division creates an electronic file for the project being reviewed;
- The Engineering Division creates an entry on the spread sheet used to track land disturbance sites;
- The Engineering Division enters the site location in the SWPPP Compliance Go third party software;
- The Engineering Division uses a SWPPP check list to check the SWPPP template and chosen BMPs for completeness;
    - Correct information on the SWPPP is marked on the check list as "Yes" and information is copied on to the check list as written on the "Description" column;
    - Missing information on the SWPPP is marked on the check list as "No" and a request is made to address the missing information, an explanation of what is missing is written on the "Description" column of the check list;
    - Incomplete information on the SWPPP is marked on the check list as "Revise" and an explanation of what is missing is written on the "Description" column of the check list"
- Red line comments are also written on the SWPPP template;
- SWPPP drawings are reviewed and comments are also made on them; and
- The revised SWPPP template and check list are sent back to the applicant for corrections to be made and then re-submit SWPPP.

The Land Disturbance Permit will not be issued until every item on the SWPPP check list is correct.

Permit Requirement 4.2.4.3.1. Meeting

The Engineering Division will conduct a SWPPP pre-construction review meeting that will include a review of:

1) site design;
2) planned operations at the construction site;
3) planned BMPs during the construction phase;
4) planned BMPs to manage runoff created after development; and
5) Permittee's enforcement policy.

The SWPPP pre-construction meeting between the Engineering Division SWPPP Inspector and site operator will review the following items:

- Critical parts of the SWPPP include:
    - Sensitive areas to be protected;

- Receiving water;
- Potential sources of pollution;
- Erosion and sediment controls BMPs;
- Good housekeeping BMPs;
- Post-construction BMPs;
- Inspection schedule;
- SWPPP amendment log;
- Inspection reports.
- City enforcement procedures; and
- NOT procedures.

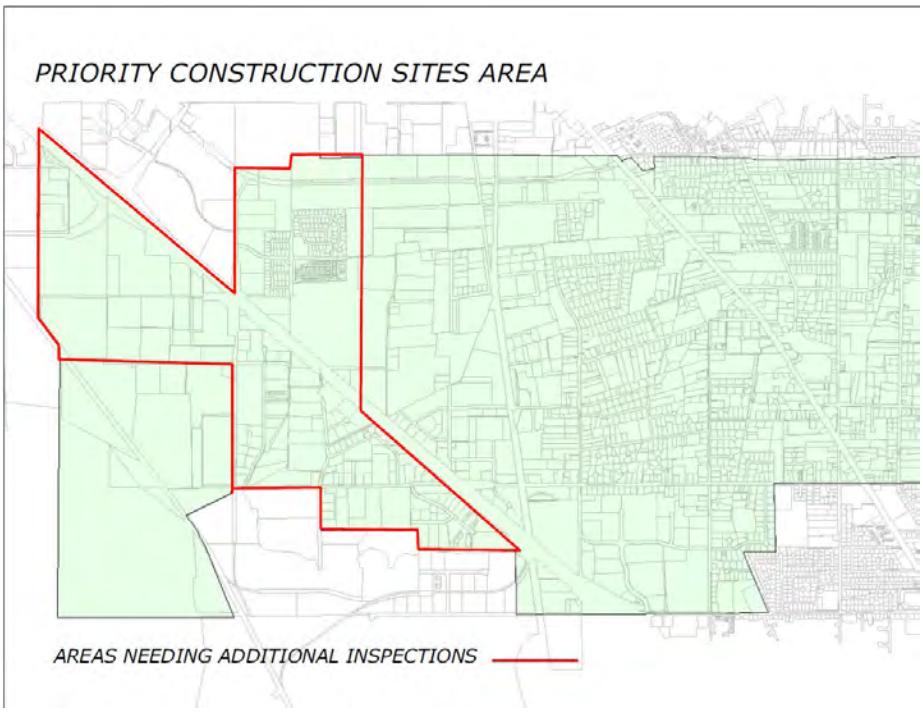
The Engineering Division reviews each SWPPP considering the potential water quality impacts; the procedures for the SWPPP review include a check list to ensure that all the proper SWPPP BMPs and documentation is included in this document before the land disturbance permit is issued.

Permit Requirement 4.2.4.3.2. Public Input - The City welcomes public comments on proposed projects.

Permit Requirement 4.2.4.3.3. Site Prioritization

The Engineering Division will identify and document priority construction sites. Sites are evaluated and identified as priority construction sites based on the following factors as a minimum:

- Soil erosion potential;
- Site slope;
- Project size and type;
- Sensitivity of receiving waterbodies;
- Proximity to receiving waterbodies; and,
- Non-storm water discharges and past record of non-compliance by the operators of the construction site.



Permit Requirement 4.2.4.4.1 Construction Site Storm Water Runoff Control Inspection Program
The Engineering Division SWPPP Inspector is the person responsible for implementation and documentation of construction sites storm water runoff control inspections to ensure compliance with all requirements set forth in the most current, applicable UPDES construction storm water permit.

Permit Requirement 4.2.4.4.1 Construction Oversight Inspections SOP
Standard Operating Procedures for construction oversight inspections of qualifying construction sites which include:

1) Who is responsible for inspections;
2) Procedures for the oversight inspections, follow-up, and documentation as identified in Parts 4.2.4.4.2-4.2.4.4.6; and
3) Procedures for being notified by construction operators/owners of completion of active construction so that the Permittee may conduct verification of final stabilization and removal of all temporary control measures. If the inspections are contracted outside of the MS4, an individual or Person who prepares a SWPPP for a construction project may not perform the construction site inspections required of Parts 4.2.4.4.2-4.2.4.4.6 on behalf of the Permittee.

Detailed Inspection SOP

1. The SWPPP inspector will open an electronic file for each SWPPP inspection that will eventually contain a copy of the SWPPP Compliance Inspection Form, pictures, maps, and any other information gathered.
2. The SWPPP inspector will pre-fill the known fields of the SWPPP compliance inspection form using the latest version of the State approved inspection form.
3. The SWPPP inspector shall familiarize himself/herself with the SWPPP and identify all BMPs prior to inspecting the site.
4. At the time of inspection, the SWPPP inspector shall introduce himself/herself to the site operator representative and review the SWPPP template and fill the fields of the SWPPP compliance inspection form that have to do with record keeping;
5. Proceed to do a field inspection and fill the fields of the SWPPP compliance inspection form that have to do with erosion, sediment and good housekeeping controls document site conditions with photos and narrative descriptions of deficiencies;
    - Collect information by observing and asking questions to obtain new information about management practices, construction techniques or a piece of equipment;
    - The inspector should evaluate actual implementation and maintenance of BMPs practices on-site compared to how implementation and maintenance is detailed in the SWPPP. At a minimum, the inspector should observe all areas of active construction. Observing equipment and materials storage areas, recently stabilized areas, and evaluating the effectiveness of BMPs.
    - Evidence of poor BMP maintenance, installation or practices should be documented with digital photographs. Those photographs should be logged date stamped and stored on media that cannot be edited. Photos should also be appended to the site inspector's report. It is also beneficial to take photographs of good practices for educational reasons.
    - Do not recommend solutions or endorse products. The solution to a compliance problem may appear obvious based on the inspector's experience. However, the responsibility should be placed on the site owner/responsible person to implement a workable solution to a compliance problem that meets UPDES standards. Key advice must be offered carefully. The way inspectors present themselves is important to the effectiveness of the inspection. An inspector

cannot be overly familiar but will be more effective if able to establish a minimum level of communication.

6. If possible, have the SWPPP project manager go along for the entire inspection;
7. Review data gathered and finish the written comments and corrective actions part of the inspection form;
8. Meet with the site operator representative to review SWPPP compliance inspection form and time frame to have deficiencies repaired;
    - Clearly communicate expectations and consequences;
    - Give a reasonable time frame (e.g. 24 hours, 48 hours, one week, two weeks, etc.) to correct the deficiencies identified depending on the level of risk to water quality.
    - The inspector should make clear that Lindon City reserves rights to future enforcement actions. If the inspector's supervisor or enforcement coordinator determines additional enforcement actions are necessary.
9. Have the site operator representative sign the SWPPP compliance inspection form; and
10. Print inspection form, pictures, maps, etc. and give it to the site operator representative.
11. Upon returning to the office, the SWPPP compliance inspection report and photographs shall be recorded in the appropriate computer database.

Enforcement Procedures:

After a deficiency is observed and noted during a SWPPP compliance inspection or during any other site visit, and a request for repair or maintenance of a BMP is made either through the SWPPP compliance report or verbally is not taken care off within the time frame allowed, the SWPPP inspector will initiate enforcement procedures that include the following actions:

1. Verbal Warning- additional 24 hours are given before a Notice of Violation (NOV) is issued;
2. NOV- additional time is given before a stop work order, citation or both are issued;
3. Stop Work Order- all work will be stopped except the work necessary to repair SWPPP deficiencies;
4. Citations- The SWPPP inspector will solicit the help of the Code Enforcement Agent to give out the citation.
5. Suspension or Revocation of Land Disturbance Permit- the City Engineer will contact the holder of the LDP to inform him of his decision.
6. Other remedies:
    - Withholding of permits, certificates, etc.;
    - The City makes the necessary corrections and bills the responsible party;
    - Call on bond.

Documentation is critical to effective enforcement. It is the responsibility of the SWPPP inspector to maintain time limits; timely follow-up inspection is critical.

Permit Requirement 4.2.4.4.2 Monthly Inspections – Lindon City will conduct monthly inspections of all new qualifying construction sites, as defined in Part 7.0, "Qualifying Construction site" means construction sites with a land disturbance of greater than or equal to one acre. This includes projects less than one acre that are part of a larger common plan of development or sale…." Using the Construction Oversight Inspection Form found on the Division's MS4 website at: https://deq.utah.gov/water-wuality/municipal-separate-storm-sewer-system-ms4s-permits-updes-permits.

Permit Requirement 4.2.4.4.2.1. Adequate Compliance History – Lindon City will reduce their monthly inspection frequency to the inspection frequency identified in Part 4.2.4.4.4 if the site does not qualify as a priority site as identified in Part 4.2.4.4.3, and the site has demonstrated an

adequate compliance history as defined in Part 7.0. if at any point, the site does not meet the definition of an adequate compliance history, Lindon City will resume monthly inspections until the site regains an adequate compliance history.

Permit Requirement 4.2.4.4.2.2. Frozen Conditions – Lindon City will reduce the monthly inspection frequency if the operator has suspended construction activities due to frozen conditions. Monthly inspections will resume with any thawing conditions.

Permit Requirement 4.2.4.4.2.3. Arid Locations – N/A

Permit Requirement 4.2.4.4.3. Priority Inspections – Lindon City will conduct inspections of priority construction sites at least every month.

Permit Requirement 4.2.4.4.5. Electronic Oversight Inspections – Lindon City utilizes Compliance Go software to conduct MS4 oversight inspections at construction sites.

Permit Requirement 4.2.4.4.6. Inspection Follow-up – Based on site inspection findings, Lindon City takes necessary follow-up actions including re-inspections, enforcement, to ensure compliance, these follow-up inspections are tracked and documented.

Permit Requirement 4.2.4.5. Training - The Engineering Division will train staff whose primary job duties are related to implementing the construction storm water program, including permitting, plan review, construction site inspections, and enforcement on an annual basis.
The training will be conducted by the Engineering Division personnel or a third party. Third party training events for inspectors and plan reviewers will be conducted through the Utah County Storm Water Coalition.
Training records will include dates, course description and names and positions of staff in attendance.

Lead Entity: Engineering Division

Year	Measurable goal action summary:	Document annual training dates, attendance and course description
7/1/2026 - 6/30/2027		
7/1/2027 - 6/30/2028		
7/1/2028 - 6/30/2029		
7/1/2029 - 6/30/2030		
7/1/2030 - 6/30/2031		

Permit Requirement 4.2.4.5.1. Frequency – Lindon City will train new hires/MS4 contractors within 60 days of hire and annually thereafter, at a minimum.

Permit Requirement 4.2.4.5.2. Topics – At a minimum topics include 1) permitting; 2) plan review; 3) construction site inspections; and 4) enforcement.

Permit Requirement 4.2.4.5.3. Records – Maintain annual and new hire training records.

Permit Requirement 4.2.4.6 Record Retention - The Engineering Division SWPPP Inspector is currently using procedures to maintain records of all projects disturbing an area greater than or equal to one acre, including projects less than one acre that are part of a larger common plan of development or sale. The records include site plan reviews, SWPPPs, inspections and enforcement actions including verbal warnings, stop work orders, warning letters, notices of violation, and other enforcement records. Records of these projects will be kept for five years or until construction is completed, whichever is longer.

Lead Entity: Engineering Division

LONG-TERM STORM WATER MANAGEMENT IN NEW DEVELOPMENT AND REDEVELOPMENT (POST-CONSTRUCTION STORM WATER MANAGEMENT)

Permit Requirement 4.2.5. Post-construction Storm Water Management Program Update

The Engineering Division will constantly update, implement and enforce the post-construction storm water management program to address runoff from new development and redevelopment construction sites disturbing an area greater than or equal to one acre, including projects less than one acre that are part of a larger common plan of development or sale to the MS4, according to the minimum performance measures listed below.
The objective of this program is for the hydrology associated with the new development to mirror the pre-development hydrology of the previously undeveloped site or to improve the hydrology of a redeveloped site and reduce the discharge of storm water.
The water quality considerations of this minimum control measure do not replace or substitute for water quantity or flood management requirements implemented on the local level for new developments. Water quality controls may be incorporated into the design of structures intended for flow control; or water quality control may be achieved with separate control measures. The program will apply to private and public development sites, including roads.

Permit Requirement 4.2.5.1. Post-Construction Controls

Lindon's New Development/Redevelopment program requirements and standards ensure that any storm water controls or management practices will prevent or minimize impacts to water quality. Storm water controls got selected to address pollutants known to be discharged, or have potential to be discharged, from the site.

Permit Requirement 4.2.5.1.1. Non-Structural Controls – Lindon City considers non-structural BMPs including requirements and standards to:

1) Minimize development in areas susceptible to erosion and sediment loss;
2) Minimize the disturbance of native soils and vegetation;
3) Preserve areas that provide important water quality benefits;
4) Implement measures for flood control; and
5) Protect the integrity of natural resources and sensitive areas.

Permit Requirement 4.2.5.1.2. Retention Requirement – Lindon City defines a specific hydrologic method for calculating runoff volumes and flow rates to ensure consistent sizing of structural storm water controls.
Lindon City requires the following conditions for new development and redevelopment projects of qualifying construction sites, as defined in Part7.0:

- **New development projects** shall manage rainfall on-site and prevent the off-site discharge of the precipitation from all rainfall events less than or equal to the 80th percentile rainfall event, as defined in Part 7.0, or a predevelopment hydrologic condition, whichever is less.
- **Redevelopment projects** shall provide a site-specific and project-specific plan aimed at net gain to onsite retention or a reduction to impervious surface to provide similar water quality benefits. If a redevelopment project increases the impervious surface by greater than 10%, the project shall manage rainfall on-site and prevent the off-site discharge of the net increase in the volume associated with the precipitation from all rainfall events less than or equal to the 80th percentile rainfall event as defined in Part 7.0.

Permit Requirement 4.2.5.1.3 Low Impact Development Approach. Lindon City favors the LID approach that promotes the implementation of storm water controls that allow storm water to infiltrate, have evapotranspiration on site to reduce runoff from the site. Lindon uses the BMPs mentioned in the DWQ's LID guide. https://deq.utah.gov/water-quality/municipal-separate-storm-sewer-system-ms4s-permits-updes-permits.

Permit Requirement 4.2.5.1.4 Feasibility retention standards rationale will be provided for the use of design criteria in order to decide if infiltration is feasible.

ORDINANCE

Permit Requirement 4.2.5.2. Regulatory Mechanism - City Ordinance Chapter 13.23.200 Long Term Storm Water Pollution Prevention and Maintenance Plan requires that new development and redevelopment sites within the MS4 boundaries comply with the UDPES Storm Water General Permit for Construction activities.

Permit Requirement 4.2.5.2.1. Enforcement Authority
The procedures and actions to gain compliance from violators will vary from case to case, the enforcement options are detailed on the City Ordinance "13.23.260 Violation and Enforcement". The Engineering Division and Storm Water Division will take the following actions to gain compliance from site operators:

- BMP Inspection prior to accepting the site improvements;
- Maintenance easements must be properly recorded in the land record;
- Maintenance arrangements with third parties will be arranged through appropriate legal means;
- Periodic inspections of private and City owned or operated post-construction BMPs by the Storm Water Division personnel or SWPPP Inspector;
- If a third-party property is not maintained or repaired within the time allowed by the City, the City will perform the maintenance and repairs at its expense, and bill the same to the property owner;
- Notification to owners of a problem location, specifying time of compliance;
- Other actions include notice of violation, stop work orders, cease and desist orders, and citations.

Permit Requirement 4.2.5.2.2. Access
Lindon City, through ordinance and storm water maintenance agreement, gives City inspectors the right to access private properties that discharge to the MS4 to verify that adequate maintenance of BMPs are being performed.

Permit Requirement 4.2.5.2.3. Maintenance Agreements
Lindon City requires private property owner/operators or qualified third parties to conduct maintenance and provide certification that adequate maintenance is being performed and the structural controls are operating as designed to protect water quality.

Lindon City requires a maintenance agreement for maintenance of control measures installed on site, the agreement shall allow:

1) The City to conduct inspections on the installed control measures;
2) Account for transfer of responsibility in leases and/or deeds; and
3) Allow the City to perform necessary maintenance or corrective actions neglected by the property owner/operator and bill costs to the property owner/operator as needed.

Permit Requirement 4.2.5.2.4. Documentation
The Engineering Division will document how the requirements of post-construction BMPs will protect water quality and reduce the discharge of pollutants to the MS4. Documentation will include:

1) How long-term storm water BMPs were selected;
2) The pollutant removal expected from the selected BMPs; and
3) The technical basis which supports the performance claims for the selected BMPs.

Permit Requirement 4.2.5.3. Plan Review

Permit Requirement 4.2.5.3.1. – The City and SOP for site plan review that evaluates potential water quality impacts. The SOP applies through the life of the project from conceptual design to project closeout.

Permit Requirement 4.2.5.3.2. – The Engineering Division reviews post-construction plans for, at a minimum, all new development and redevelopment sites, to ensure that the plans include long-term structural storm water management measures that meet the requirements of Part 4.2.5.

The City refers to the DWQ LID Manual". Each BMP will individually list on a separate sheet detailing the following information:

4) Description of the BMP
5) Application/Approach
6) Installation Criteria
7) Limitations of the BMP
8) Maintenance required for the BMP.

Lead Entity: Engineering Division

Permit Requirement 4.2.5.4. Inspections
Lindon City has an SOP for site inspection and enforcement of post-construction storm water control measures to verify adequate ongoing long-term operation and maintenance of the control measures described on the storm water maintenance agreement.

Permit Requirement 4.2.5.4.1. Control Verification Inspection – Lindon City conducts inspections with properly trained personnel, of permanent structural storm water control installation and operation.

Permit Requirement 4.2.5.4.2. Maintenance Inspections – Lindon City conducts inspections and any corrective action maintenance, if necessary, at least once a year.
Lindon.

Permit Requirement 4.2.5.4.2.1. Inspection Report – will include the following information:

1) Inspection date;
2) Name and signature of inspector;
3) Project location;
4) Current ownership information;
5) Description and condition of the storm water control measures including the condition of:
    a. Vegetation and soils;
    b. Inlet and outlet channels and structures;
    c. Catch basins;
    d. Spillways
    e. Weirs, and other control structures; and

f. Sediment and debris accumulation in storage as well as in and around inlet and outlet structures.

6) Specific maintenance issues or violations found that need to be corrected by the property owner/operator along with deadlines and re-inspection dates.

Permit Requirement 4.2.5.5. Inventory

Lindon City maintains an inventory of all post-construction structural storm water control measures installed and implemented at new development and redevelopment sites.

This inventory includes both public and private sector sites located within the MS4 service area since 2007, when Lindon first became a small permitted MS4.

Permit Requirement 4.2.5.5.1. Each inventory entry includes:

1) Project name, owner's name and contact information, location, installation date;
2) Short description of each storm water control measure (type, number, design or performance specifications)
3) Short description of maintenance requirements (frequency of required maintenance and inspections);
4) Inspection information (date, findings, follow up activities, prioritization of follow-up activities, compliance status).

Permit Requirement 4.2.5.5.2. Lindon City updates the inventory when changes occur in property ownership, or in the specific control measures implemented at the site.

Permit Requirement 4.2.5.6. Training - The Engineering Division will train staff whose primary job duties are related to implementing the construction storm water program, including permitting, plan review, construction site inspections, and enforcement on an annual basis.

The training will be conducted by the Engineering Division personnel or a third party. Third party training events for inspectors and plan reviewers will be conducted through the Utah County Storm Water Coalition.

Training records will include dates, course description and names and positions of staff in attendance.

Permit Requirement 4.2.5.6.1. Frequency – Lindon City will train new hires/MS4 contractors within 60 days of hire and annually thereafter, at a minimum.

Permit Requirement 4.2.5.6.2. Topics – At a minimum, topics include:

1) Fundamentals of long-term storm water management;
2) Plan review;
3) Inspections;
4) Enforcement;
5) LID and green infrastructure practices; and
6) The specific requirements for post-construction control and the associated storm water controls identified in the SWMP.

Training focuses on the topics most relevant to the employee's position to ensure protection of water quality.

Permit Requirement 4.2.4.6.3. Records – Maintain annual and new hire training records.

Lead Entity: Engineering Division

Year	Measurable goal action summary:	Document annual training dates, attendance and course description
7/1/2026 - 6/30/2027		
7/1/2027 - 6/30/2028		
7/1/2028 - 6/30/2029		
7/1/2029 - 6/30/2030		
7/1/2030 - 6/30/2031		

CHAPTER SIX

POLLUTION PREVENTION and GOOD HOUSEKEEPING PROGRAM FOR MUNICIPAL OPERATIONS

Operation and Maintenance Program Description

Permit Requirement 4.2.6. Pollution Prevention and Good Housekeeping for Municipal Operations
The Pollution Prevention and Good Housekeeping SOPs of this SWMP addresses routine activities in the operation and maintenance of City owned facilities, drainage systems, roadways, parks and open spaces, and other municipal operations to reduce pollutants entering the storm drain system.
Various City Departments and Divisions have prepared an operations and maintenance manual (O&M Manual) for the City owned facilities and City activities with specific standard operating procedures for the maintenance and proper operation of structural storm water controls and a training component that have the ultimate goal of preventing or reducing pollutant runoff from the City owned facilities and operations. All the components of the O&M program will be included in this document; it will identify the department and the staff responsible for performing each activity described in this section.

The minimum performance measures are:

Permit Requirement 4.2.6.1. Inventory
The Engineering Division in conjunction with City Divisions and Departments has created an inventory of city owned facilities, this list will be reviewed annually and updated as necessary, the care and maintenance of each facility have been assigned to a Division or Department for its care and maintenance. The list includes but is not limited to:

1) Composting facilities
2) Equipment storage and maintenance facilities
3) Fuel farms;
4) Hazardous waste disposal facilities;
5) Hazardous waste handling and transfer facilities;
6) Incinerators;
7) Landfills;
8) Landscape maintenance on municipal property;
9) Materials storage yards;
10) Pesticide storage facilities;
11) Public buildings, including libraries, police stations, fire stations, municipal buildings, restrooms, and similar owned or operated buildings;
12) Public parking lots;
13) Public golf course maintenance facilities;
14) Public swimming pool maintenance facilities;
15) Public works yards;
16) Public marinas or boat launches;
17) Recycling facilities;
18) Salt storage facilities and de-icing storage facilities;
19) Solid waste handling and transfer facilities;
20) Street repair and maintenance facilities and/or shed sites;
21) Vehicle storage and maintenance yards;
22) Airports;

23) Animal control facilities;
24) Vehicle salvage yards;
25) Chemical storage facilities; and
26) Transportation hubs, including bus stations.

Inventory of City Owned Facilities

Buildings and Grounds Department

Buildings

• Public Works	946 West Center Street
• City Center	100 North State Street
• Rental House #1	75 North Center Street
• Rental House #2	107 N Main Street
• Rental House #3	119 N Main Street
• Public Safety Building	60 North State Street

Parks and Recreation Department

Parks and Recreation Facilities

• Swimming Pool	100 North State Street
• Parks Shop	100 North Main
• Veteran's Hall	200 North 135 West
• City Center Lower Park	200 North State Street
• City Center Upper Park	100 North State Street
• Pioneer Park	500 East 146 South
• Hollow Park	370 East 400 North
• Fryer/Orchard Park	600 North Main Street
• Citizenship Park	500 North 800 East
• Creekside Meadows	500 North 1700 West
• Creekside Park	100 South 600 West
• Panamera Park and Pond	900 East 140 North
• Anderson Farms Park	1551 West Lancaster Way
• Anderson Farms Small Park	400 North Anderson Blvd

Street Division

• Public Works Yard	946 W Center Street

Waste Water Division

Sewer Lift Stations

• List Station #2	400 North 1250 West
• Lift Station #4	1875 West 200 South
• Lift Station #5	200 North 2300 West
• Lift Station #7	150 North 1500 West

Cemetery

• Shop and bathrooms	600 North 200 East

Water Division

Water Tanks and Booster Stations

- Lower Water Tanks and Booster Station 835 East 290 North
- Upper Reservoir 2M Gallon Tank 140 North 1800 East
- Zone 0 and Booster Station Canberra Tank 1200 East 130 North
- Zone 1 Secondary Water Reservoir 140 North 1280 East
- Zone 2 Secondary Water Reservoir 140 North 1000 East
- Zone 3 Secondary Water Reservoir 600 North 220 East

Wells

- Well #1 300 East Center Street
- Well #2 300 North 200 East
- Well #3 735 North 200 East
- Well #4 50 West 150 North
- Well #5 100 East 600 North

Pressure Reducing Valves (PRVs)

See Attached Map in Water Division O&M Manual

Storm Water and Sewer Collections Division

Equipment and Material Storage Yard 946 W Center Street

Detention Ponds

- Pheasant Brook Pond 320 North 800 West
- Coulson Cove Bald Mountain Pond 600 N 650 East
- Panamera Park and Pond 900 East 140 North
- 1025 E Pond 1025 East 200 South
- Kirkland Pond 1025 E 20 South
- Dry Canyon Pond 200 South Canyon Drive
- Canberra Pond 1200 East 200 South
- Gateway Pond 800 West 300 South
- State Pond 100 North 1200 West
- Keenland Pond 130 North 900 East
- Forest Service Top of Dry Canyon Drive
- Anderson Farms Park large Pond 1551 West Lancaster Way
- Anderson Farms Small Pond 400 North Anderson Blvd

Permit Requirement 4.2.6.2. Possible Pollutants at Inventoried Facilities.

The Engineering Division in conjunction with City Departments and Divisions will assess the City owned facilities and operations annually, for their potential to discharge to storm water systems the following typical urban pollutants:
sediment, nutrients, metals, hydrocarbons (e.g. benzene, toluene, ethylbenzene and xylene), pesticides, herbicides and fertilizer, chlorine, road salts, detergents, chemicals, acid or base product, trash, bacteria, organic mater, and additional pollutants associated with its facilities that could be found in storm water discharges. A description of the assessment process and findings will be included in each O&M Manual which are included with this SWMP document.

Lead Entity: Storm Water Division

Permit Requirement 4.2.6.3. Identification of "High Priority" Facilities.

The Engineering Division in conjunction with City Divisions and Departments has identified as "high priority" are the facilities or operations that have:

1) Pollutants stored at the site
2) Improperly stored materials;
3) Potential pollutant-generating activities performed outside, e.g. changing automotive fluids;
4) Close proximity to fresh water and water bodies, including but not limited, to streams, canals, rivers, ponds and lakes; or
5) Potential to discharge pollutants(s) of concern to impaired water(s).

Discharge potential assessment of each facility or operations that have a high potential to generate storm water pollutants. The factors that were considered in giving a facility a high-priority ranking was the amount of urban pollutants stored at the site, the potential for improperly stored materials, activities that must be performed outside, proximity to water bodies, the potential for poor housekeeping practices, and the potential to discharge of pollutants to water ways are:

- Buildings and Grounds Department - Vehicle and Supplies Storage
- Street Division - Equipment and Material Storage Yard,
- Water Division - Equipment and Material Storage Yard,
- Wastewater and Storm Drain Division – Drying beds for decanting jet-vac truck decanting.

Permit Requirement 4.2.6.3.1. Control Measures at "High Priority" Facilities.
Lindon City has implemented water quality control measures and BMOs at all "high priority" sites for the last 4 permit cycles, designed to target the specific pollutants generated onsite, and/or the pollutants associated with the impaired waters.
Lindon City monitors the control measures and BMPs regularly to verify that the BMPs are functioning.

Permit Requirement 4.2.6.3.2. SWPPPs for "High Priority" Facilities.
Each City Department or Division in charge of a "high priority" facility or "high priority" operation; has developed or will update the maintenance and activity operation specific standard operating procedures (SOPs). SOPs will include storm water pollution prevention and good housekeeping BMPs that, when applied to the municipal operation or facility, will protect water quality and reduce the discharge of pollutants to the MS4. Low impact development (LID) techniques will be considered when creating and reviewing the O&M manual SOPs.

This document shall be tailored and retained at all "high priority" facility locations. The SWPPP shall include a site map showing the following information:

1) Facility address;
2) Staff/contact information for the facility;
3) Property boundaries;
4) Buildings and impervious surfaces;
5) Directions of storm water flow using arrows;
6) Locations of structural control measures;
7) Facility BMPs (non-structural);
8) Location and name of the nearest defined drainage(s) which could receive runoff from the facility, whether it contains water or not;
9) Locations of all storm water conveyances including ditches, pipes, basins, inlets, and swales;
10) Location of water monitoring pints;
11) Locations of all visual storm water monitoring points;
12) Locations of storm water inlets and outfalls, with unique identification code for each outfall and an approximate outline of the areas draining to each outfall;
13) Locations of all non-storm water discharges;
14) Locations of sources of run-on to the site from adjacent properties; and
15) Locations where the following activities are exposed to storm water:
    - Fixed fueling operations;
    - Vehicle and equipment maintenance and/or cleaning areas;
    - Brine making areas;
    - Loading/unloading areas;
    - Waste storage or disposal areas;
    - Liquid storage tanks;
    - Process and equipment operating areas; and
    - Materials storage or disposal areas.

INSPECTIONS OF HIGH-PRIORITY CITY-OWNED/OPERATED FACILITIES

Permit Requirement 4.2.6.4. Inspections of City-Owned/Operated High-Priority Facilities
The following inspections shall be conducted at "high priority" City-owned or operated facilities:

- **Permit Requirement 4.2.6.4.1 - Monthly visual inspections:**
  Each Department or Division will perform monthly visual inspections of "high priority" facilities in accordance with their O&M Manual to minimize the potential for pollutant discharge; spills must be documented and cleaned up immediately to prevent contact with precipitation or runoff.
  Copies of these logs will be loaded annually with an electronic file for each department.

- **Permit Requirement 4.2.6.4.2 – Semi-Annual comprehensive inspections:**
  Each Department or Division will perform, at least once per quarter, a comprehensive inspection of the "high priority" facilities identified on the O&M Manual.
  "High Priority" facility inspections will focus specific attention to:
    1) Waste storage areas; dumpsters; vehicle and equipment maintenance areas; fueling areas; material handling areas; and similar pollutant-generating areas;
    2) Previous monthly or annual inspections conducted at the facility; and
    3) The facility's SWPPP.

Lindon City documents the semi-annual inspections on an inspection report and keeps or references the location of the inspection records within the facility's SWPPP.
An inspection report includes any identified deficiencies and the corrective actions taken to remedy the deficiencies.

Lead Entity: Engineering Division,

Year	Measurable goal action summary:	The Engineering Division will make sure that all the inspections are being carried out, and data gathered in the correct electronic files. Document dates of department file review.
7/1/2026 - 6/30/2027		
7/1/2027 - 6/30/2028		
7/1/2028 - 6/30/2029		
7/1/2029 - 6/30/2030		
7/1/2030 - 6/30/2031		

Permit Requirement 4.2.6.5. Operations and Maintenance SOPs
SOPs have been developed and implemented to protect water quality at each of the facilities owned or operated by the MS4 including but not limited to:

1) Buildings and Facilities;
2) Material storage areas;
3) Heavy equipment storage areas and maintenance areas;
4) Parks and open space;
5) Vehicle and equipment;
6) Roads, highways and parking lots; and
7) Storm water collection and conveyance system.

Permit Requirement 4.2.6.1.1
SOPs address the following practices to ensure they are protective of water quality:
1) Use, storage and disposal of chemicals;
2) Storage of salt, sand, gravel, landscaping materials, asphalt and other materials;
3) Waste and trach management;
4) Cleaning, washing, painting, and maintenance activities including cleaning of maintenance equipment, building exteriors, and trash containers;
5) Sweeping roads and parking lots;
6) Proper application, storage, and disposal of fertilizer, pesticides, and herbicides and minimizing their use;
7) Lawn maintenance and landscaping activities including proper disposal of lawn clipping and vegetation;
8) Green waste deposited in the street;
9) Proper disposal of pet waste;
10) Vehicle maintenance and repair activities including use of drip pans and absorbents under or around leaky vehicles and equipment;

11) Vehicle/equipment storage including storing indoors where feasible;
12) Vehicle fueling includes placing fueling areas undercover to minimize exposure where feasible;
13) Road and parking lot maintenance, including pothole repair, pavement marking, sealing, and repaving;
14) Cold weather operations, including plowing, sanding, application of deicing compounds, and maintenance of snow disposal areas;
15) Right-of -way maintenance, including mowing, herbicide and pesticide application;
16) Municipally sponsored events such as large outdoor festivals, parades, street fairs and the clean-up following these events;
17) Regular inspection, cleaning, and repair of storm water conveyance and structural storm water controls;
18) Graffiti removal; and
19) Any activities or operations not listed above would reasonably be expected to discharge contaminated runoff.

Each City Divisions and Departments must ensure that only storm water is allowed into these drains and that the appropriate BMPs are in place to minimize pollutants from entering the MS4.

Lead Entity: Engineering Division, All Departments and Divisions

Year	Measurable goal action summary:	Document dates of updates to O&M Manual SOPs
7/1/2026 - 6/30/2027		
7/1/2027 - 6/30/2028		
7/1/2028 - 6/30/2029		
7/1/2029 - 6/30/2030		
7/1/2030 - 6/30/2031		

Permit Requirement 4.2.6.5.2 – MS4 Maintenance SOPs.
Lindon City has SOPs that include a schedule for MS4 owned road and parking lot sweeping and storm drain system maintenance, including priority areas. These include regular inspection, cleaning, and repair of catch basins, storm water conveyance pipes, ditches and irrigation canals, culverts, structural storm water controls, and structural runoff treatment and/or flow control facilities.
Lindon City prioritizes sweeping and storm sewer system maintenance, with the highest priority areas being maintained at the greatest frequency.
Priority areas are identified considering the following factors:
1) Water quality concerns;
2) Most recent assessment of the receiving water;
3) The amount and type of material that typically accumulates in an area; or
4) Other location-specific factors.

Permit Requirement 4.2.6.5.3. Waste/Wastewater Disposal.
– Lindon City documents the proper disposal methods of waste and wastewater removed during cleaning and maintenance of the sewer collection systems.
These disposal methods apply to, but are not limited to, street sweeping and catch basin cleaning. Materials removed are dewatered in a contained area and discharged to the sanitary sewer collection system. The solid material is then stored, dried and disposed of in a landfill.

Permit Requirement 4.2.6.5.4. Vehicle and Equipment Washing
Lindon City utilizes a designated wash bay with sediment interceptor and a grease and oil separator that is connected to the sanitary sewer system.

Permit Requirement 4.2.6.5.5. Snow Disposal/Melt.
Lindon City has a covered salt pile and uses the bare minimum amount of salt on the roads. The salt spreading equipment got updated last year with the latest technology. The Street Department SOP Snow Removal also covers this subject.

Permit Requirement 4.2.6.5.6. Spill Prevention Plan.
Each Division O&M Manual contains a spill prevention and response plan.

Permit Requirement 4.2.6.6. Floor Drain Inventory.
Lindon City maintains an updated floor drain map of all of the City owned buildings. We have been in compliance with this requirement since 2007.

Permit Requirement 4.2.6.7. Outside Contracting.
Lindon City is responsible for ensuring, through contractually-required documentation and/or periodic site visits that contractors performing Operation and Maintenance (O&M) activities for the City are using appropriate storm water controls and following the SOPs, storm water control measures, and good housekeeping practices.

Permit Requirement 4.2.6.8. Flood Management Controls Assessment.
The Engineering Division will develop and implement a process to assess the water quality impacts in the design of all new flood management structural controls that are associated with discharges to the MS4. The process will include consideration of controls that can be used to minimize impacts to site water quality and hydrology while still meeting project objectives. Description of this process is as follows:

- Developer submits proposed flood management structural control method (i.e. detention pond w/ pretreatment)
- Developer submits technical literature from manufacturers of selected pre-treatment control listing the pollutant removal capabilities of said pre-treatment control (i.e. remove floatables, sediment, and hydrocarbons)
- City Engineer reviews submitted technical literature and determines if the selected control's pollutant removal capabilities are acceptable

Permit Requirement 4.2.6.8.1. Existing flood management
Existing flood management structural controls will be assessed by the Engineering Division to determine whether changes or additions should be made to improve water quality.

The City presently has several detention basins that were constructed with individual subdivisions or commercial site plans to address flood management. As part of the City's adopted storm water master plan the City is moving toward regionalized detention rather localized detention. As these regional basins are constructed, existing local basins may be removed.

The existing flood management structural controls will be assessed following the process listed below:

- Routine site visits (as described in Section 4.2.5.5.3)
- Condition assessment (as described in Section 4.2.5.5.3)
    - Bring concerns to City Engineer's attention
    - Engineering Division under direction of the City Engineer determines proper remediation or corrective action

Permit Requirement 4.2.6.9. Retrofit Plan.
Lindon City plan to retrofit existing developed sites that the MS4 owns or operates that are adversely impacting water quality.
The retrofit pan will emphasize controls that infiltrate, have evapotranspiration, or harvest use, storm water discharges.

The retrofit plan will include a ranking of retrofit sites based on the following criteria:

1) Proximity to water body;
2) Current assessment of the waterbody with the goal to improve impaired waterbodies and protect unimpaired waterbodies;
3) Hydrologic condition of the receiving waterbody;
4) Proximity to ta sensitive ecosystem or protected area; and
5) Any sites that could be further enhanced by retrofitting storm water controls.

Permit Requirement 4.2.6.10. Training - The Engineering Division will train staff whose primary job duties are related to implementing the construction storm water program, including permitting, plan review, construction site inspections, and enforcement on an annual basis.
The training will be conducted by the Engineering Division personnel or a third party. Third party training events for inspectors and plan reviewers will be conducted through the Utah County Storm Water Coalition.
Training records will include dates, course description and names and positions of staff in attendance.

Permit Requirement 4.2.6.10.1. Frequency – Lindon City will train new hires/MS4 contractors within 60 days of hire and annually thereafter, at a minimum.

Permit Requirement 4.2.6.10.2. Topics – At a minimum, topics include:

1) The importance of protecting water quality;
2) Requirements of Part 4.2.6;
3) Inspection and follow-up procedures;
4) Ways to prevent or minimize impacts to water quality by how they perform their job activities;
5) SOPs for operation and maintenance activities;
6) SWPPPs for the "high priority" facilities; and
7) The MS4's prohibition against illicit discharges and improper disposal of waste including the MS4's procedures for reporting water quality concerns and potential illicit discharges

Training focuses on the topics most relevant to the employee's position to ensure protection of water quality.

Permit Requirement 4.2.6.10.3. Records.
Lindon City keeps and maintains annual and new hire training records that include dates, activities or course descriptions, names and positions of staff in attendance.

Lead Entity: Engineering Division

Year	Measurable goal action summary:	Document annual training dates, attendance and course description
7/1/2026 - 6/30/2027		
7/1/2027 - 6/30/2028		
7/1/2028 - 6/30/2029		
7/1/2029 - 6/30/2030		
7/1/2030 - 6/30/2031		

8. **Review & Action: Review & Action:** Cell Tower Location and Design Approval. The Council will review and consider a request by Atlas Tower for a new 80’ tall cell tower to be located adjacent to I-15 at 335 S. 1250 W.

   See attached staff report materials and sample motion in staff report.

Cell Tower Location and Design Approval – Atlas Tower - 335 S. 1250 W.

Date: November 2, 2026

Project Address: 335 S. 1250 W.
Parcel ID: 45:241:0009
Applicant: Atlas Tower
Property Owner: AJ Commercial LLC

General Plan: Light Industrial
Current Zone: Light Industrial (LI)

Council Action Required: Yes
Presenting Staff: Michael Florence



Summary of Key Issues

- Atlas Towers is requesting approval of a monopole tower at 335 S. 1250 W. AT&T will be contracting to locate in this tower because they have found a gap in their service area for the 1600 N. Interchange vicinity.
- Atlas Towers is requesting location approval for an 80’ monopole cell tower in the Light Industrial zone.
- Atlas Tower is also requesting approval for a non-stealth monopole tower.
- This item is before the city council to consider because the council must approve requests for towers to be located on non-city owned property and non-stealth towers.
- If the city council approves the request, then the applicant will make a conditional use permit application for review by the planning commission.
- City Code Link

Overview

- Lindon City Codes 5.07.030 and 5.07.060 outline the priorities for placing cell towers on City-owned property:
    - 5.07.030 - The goals of this ordinance are to: (i) encourage the location of towers on public property and in non-residential areas and to minimize the total number of towers throughout the city, (ii) encourage strongly the joint use of new and existing tower sites, (iii) encourage users of towers and antennas to locate them to the extent possible, in areas where the adverse impact on the city is minimal, (iv) encourage users of towers and antennas to configure them in a way that minimizes the adverse visual impact of the towers and antennas, and (v) enhance the ability of the providers of telecommunications services to provide such services throughout the city quickly, effectively, and efficiently.
    - 5.07.060 - A private property owner who leases space for a telecommunication tower is the only one who receives compensation even though numerous other property owners in the area, and the citizenry in general, are adversely affected. Requiring all telecommunication facilities to be located on government property with all lease payments being paid to Lindon City instead of individual property owners evenly distributes the income from the lease payments to all the citizens of Lindon through increased government services, thus indirectly compensating all of the citizens of Lindon for the impact all citizens experience. The public policy objectives to reduce the proliferation of telecommunication facilities and to mitigate their impact can best be facilitated by requiring the location of antennas, antenna support structures, and towers on property owned, leased or used by Lindon City as a highest priority whenever feasible. Upon an application being submitted to the city, the city council may waive the requirements of this subsection to allow antennas, antenna support structures, and towers to be placed on school district property. If based on technological or engineering data provided by the applicant, the city council determines the location of antennas, antenna support structures, or towers on city or school district property is not feasible or practicable as required by this subsection, then the priorities set forth in the following subsections (1)(c) through (1)(e), shall apply.

- Priorities for placing cell towers in the city are as follows:
    - Place antennas, antenna support structures, and towers on appropriate existing structures, such as buildings, communications towers, and water tanks, in appropriately zoned districts.
    - Place antennas, antenna support structures, towers, and stealth towers on city property in the LI and HI, MC, RC, PC-1, PC-2 and CG zones.
    - Place antennas, antenna support structures, and towers on city property or, at the discretion of the city council, on school district property in the PF zone.
    - Place antennas, antenna support structures, and towers on other private non-residential property.
    - Place antennas, antenna support structures, and towers in other residential districts only if locations for which a need has been demonstrated are not available on existing structures or in non-residential districts and only on or in existing churches, parks, utility facilities or other public facilities.
- The area where the applicant is proposing to place the tower is located in a Light Industrial zone.
- Regarding Stealth Towers Title 5.07.080 provides the following direction:
    - Therefore, all new towers that are constructed shall be stealth towers, unless the applicant justifies to the council, in its sole discretion, that a stealth tower is not technically feasible or if the city council finds that stealth designs currently available are not compatible with the proposed area. In determining compatibility, the council may consider topography, surrounding vegetation, surrounding uses, tower height requirements, proposed tower design, and other aesthetics affecting the tower's ability to blend into the area.
- The applicant is requesting to construct a standard 80' steel monopole tower with a 4' lightning rod but is prepared with a pine tree stealth design if the City Council desires a stealth design. The new tower would also allow for two additional carriers in the future to co-locate on the proposed tower.

Motion

I move to (*approve, deny, continue*) the applicant's request to locate a monopole cell tower at 335 S. 1250 W. with the following findings:

1. The monopole tower is approved as a non-stealth design (or stealth design, depending on the council's decision)
2. The maximum height of the tower is 80' and 4' for the lightning rod on top of the tower;
3. The applicant apply for conditional use permit approval with the planning commission; and
4. All items of the staff report.

Analysis

City staff and the applicant have worked to identify all city, quasi-public, and education properties in the proposed service area for both co-location and new sites. The applicant has provided a narrative found as Exhibit 2 for each public and school property and has provided reasons why each public and school property doesn't work for their cell tower needs. The only property that the city had comments on was the Enbridge property located at 215 S. 1250 W. The applicant has stated that they have reached out a few times to Enbridge with no response. As far as city staff is aware, no sites were evaluated in Orem for the cell tower.

Regarding the location and height of the tower, city code requires that the applicant demonstrate through technological evidence that the height requested is the minimum height necessary to fulfill the cell site's function within the grid system and Technological evidence that the antenna must go where it is proposed to satisfy its function in the company's grid system. The applicant has provided maps showing this information in the attached narrative.

Surrounding Zoning & Uses:

Direction	Zoning	Existing Land Use
North	Light Industrial (LI)	I-15/Industrial Office-Warehouse
South	Light Industrial (LI)	Industrial Mulch Manufacturing
East	Light Industrial (LI)	I-15
West	Light Industrial (LI)	Industrial Office-Warehouse

Exhibits

1. Proposed location
2. Atlas Tower narrative
3. Proposed site plan



Exhibit 2

Atlas Tower 1, LLC
2500 30th St Suite 304
Boulder, CO 80301
(303) 448-8896

October 27, 2026

RE: Zoning Narrative for Telecommunications Facility
Site Name: Geneva

To Whom It May Concern:

Atlas Tower 1, LLC is requesting an exception to locating on public property, as allowed under Lindon City Code 5.07.060, from the Lindon City Council for a new proposed wireless telecommunications facility on the property with the address: 335 S 1250 W, Lindon, UT 84042. This letter shall serve as a narrative for the proposed 80' Monopole telecommunications facility and how this project will provide the needed mobile network coverage while reducing the need for additional cellular facilities in the future. This project is being proposed and this justification is being provided in an effort to alleviate current mobile network voice, data, and first responder issues in an area that is severely lacking reliable network coverage and capacity.

SITE DETAILS

Land Owner:
AJ Commercial LLC
631 N BELLA VISTA DR
OREM UT 84097

Applicant:
Atlas Tower 1, LLC
4041 Hanover Avenue
Boulder, CO 80305

Zoning:
LI

Site Address:
Parcel ID: 452410009
335 S 1250 W
Lindon City Utah 84042

Coordinates:
Latitude: 40°19'51.60"
Longitude: -111°44'25.85"
Ground Elevation: 4552 (NAVD '88)*

Lease Area:
2501 sq. feet.

PROPOSAL SUMMARY

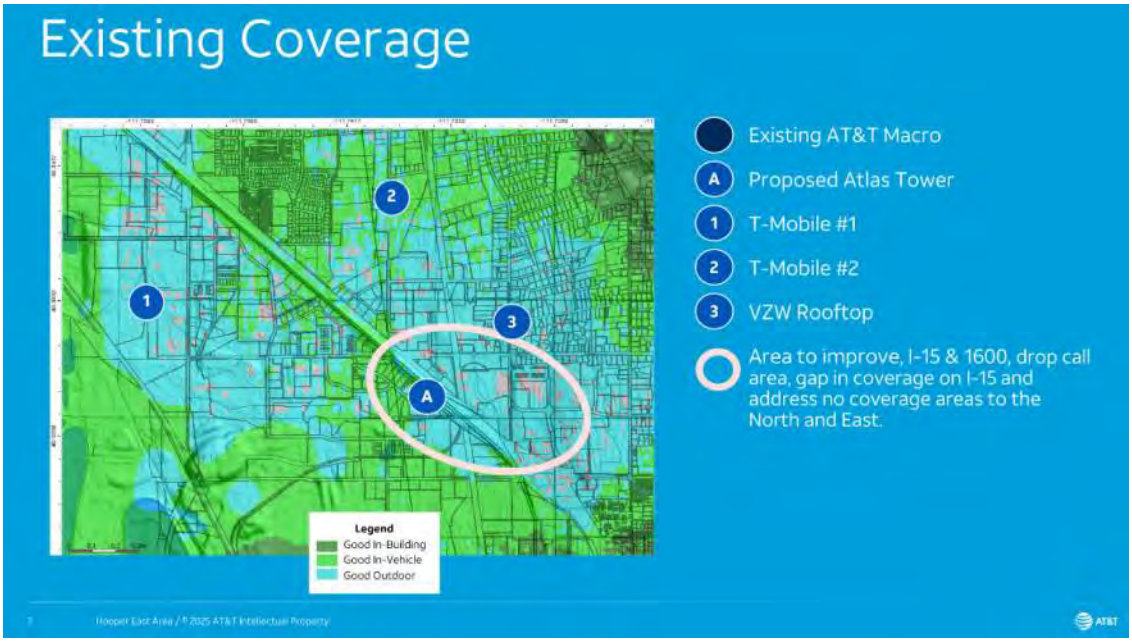
The purpose of this request is to construct an 80' monopole telecommunications tower within a 2,501 square-foot wireless facility on the proposed Light Industrial-zoned site. The facility is intended to address AT&T's identified coverage gap along I-15 and West 1600 N Street and support increasing wireless service demand as existing infrastructure approaches capacity. The proposed facility will provide structural support for up to three wireless providers, with each provider installing antennas and associated ground-based equipment. This narrative evaluates the public, quasi-public, and school district parcels identified by Lindon City and documents why each cannot accommodate the proposed facility. Atlas Tower also requests City Council approval of a standard galvanized monopole design in place of a stealth design.

TECHNICAL AND SITING JUSTIFICATION FOR THE PROPOSED FACILITY

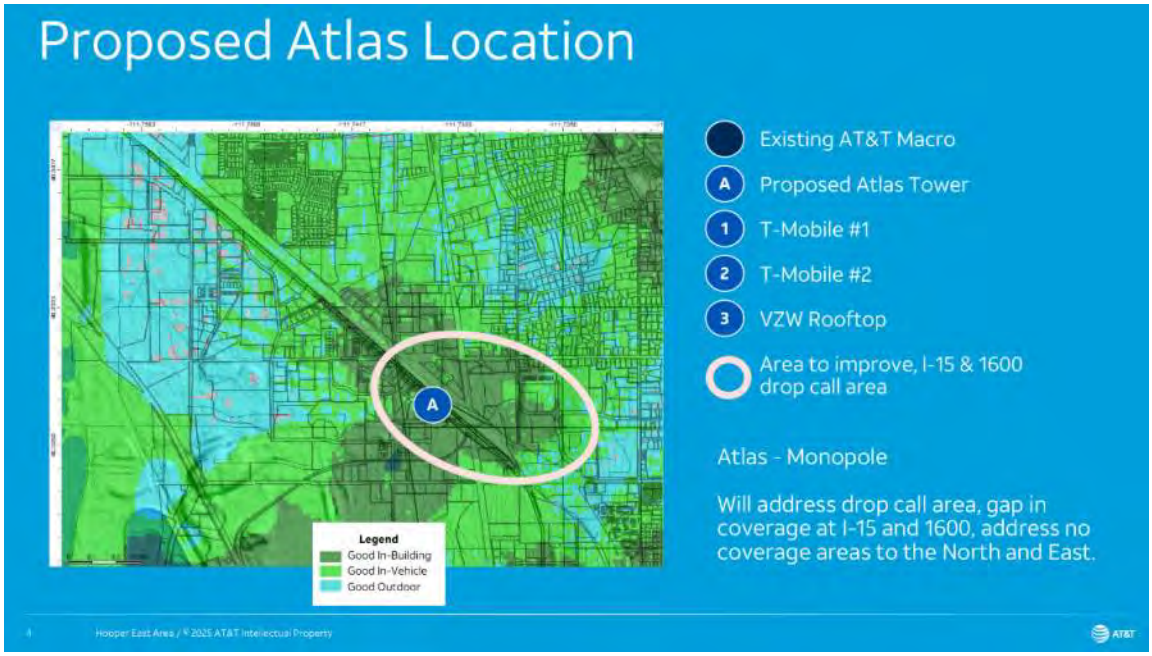
Required Tower Height and Technical Justification

The applicant is proposing an 80' monopole (84' with a 4' lightning rod). Engineering coverage maps prepared by AT&T show that this height is the minimum necessary to strengthen signal coverage along I-15 and West 1600 N Street, where customers currently experience dropped calls and weak service. Shorter installations do not provide the needed line of sight to improve coverage to the north and east of the site. The proposed height also allows space for future carriers to collocate, which helps limit the need for additional towers in the area.

Existing Coverage:



Coverage Improvement At Proposed Location:



Necessity of the Proposed Location

This site is located approximately 0.31 miles northwest of the coordinates AT&T identified as the center of the coverage need (40.32820, -111.73600). The location sits just west of I-15 and directly within the area where customers experience dropped calls and weak service. It also improves coverage on W 1600 N Street and strengthens service to the north and east. This is the only landowner in the search area willing to lease property for the facility, making it the only feasible location to resolve the identified coverage gap.

Map Key

Each parcel evaluated in this narrative is outlined on the maps and labeled with its Utah County parcel number. The following color key applies to all maps:

Map color	What it shows
Green	Proposed tower site – Parcel 45:241:0009 (AJ Commercial LLC)
Red	City owned property
Orange	Utah Department of Transportation (UDOT) owned property
Purple	School district property – Karl G. Maeser Preparatory Academy
Blue	Privately owned property – Questar Gas Company (Enbridge Gas Utah)
Yellow shading	Area of the Academy property that meets the 240’ residential setback



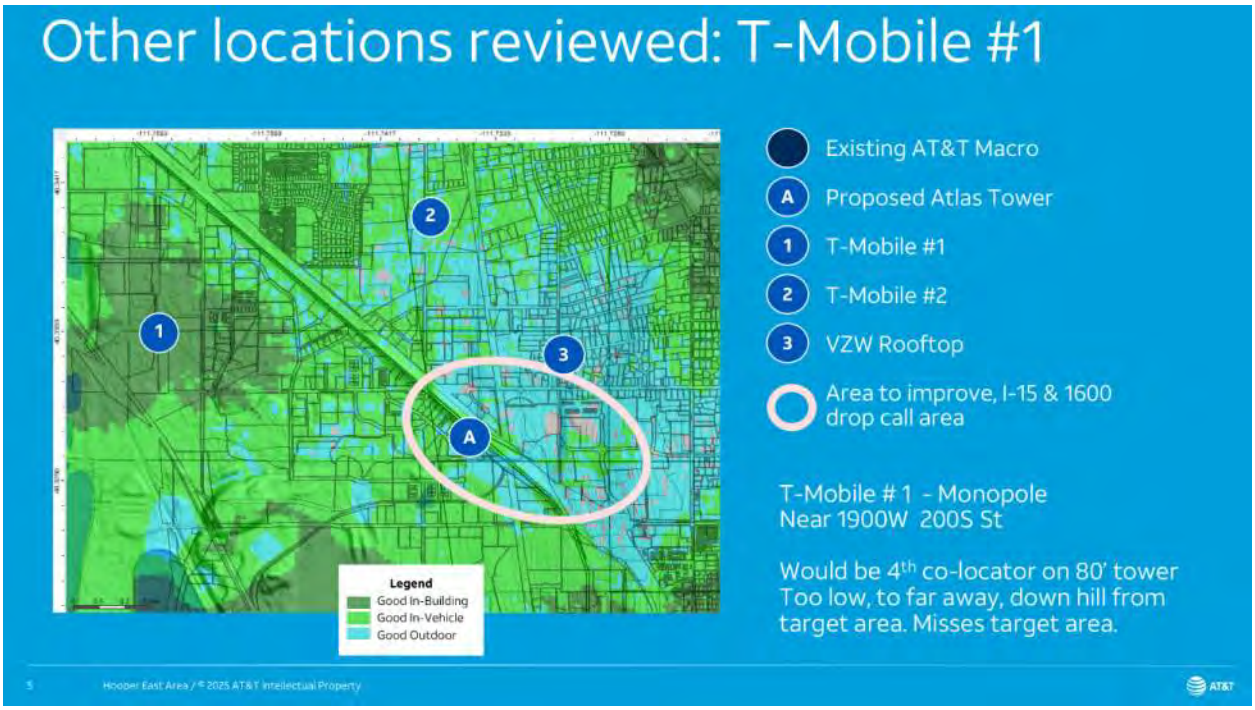
Evaluation of why each priority location listed in Lindon City Code 5.07.060 won't work for the tower location

A. Existing structures:

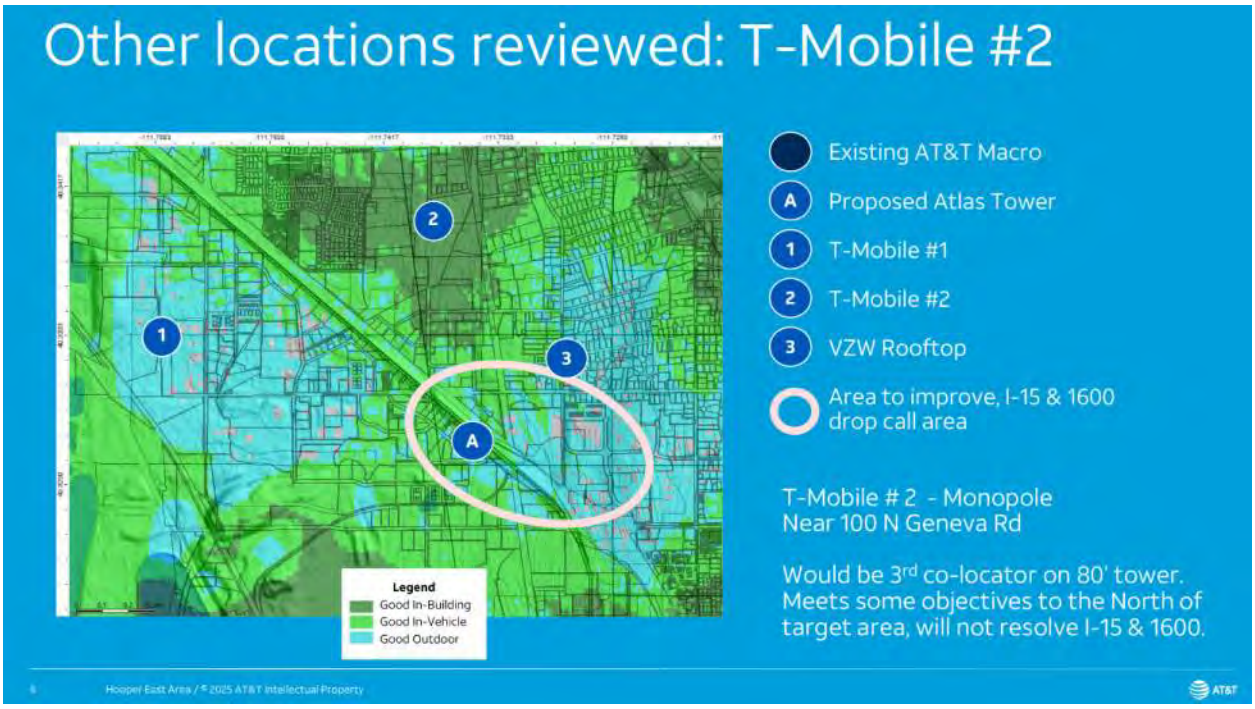
There are no existing structures within a reasonable distance that AT&T can install their antennas on to resolve the coverage gap. The nearest existing towers are T-Mobile #2, 0.62 miles north, and T-Mobile #1, 0.95 miles west of the proposed site. AT&T's Radio Frequency engineers reviewed both towers (see coverage maps below):

- **T-Mobile #1 (west):** AT&T would be the fourth carrier on this 80' tower. Its antennas would be too low, too far away, and downhill from the target area, missing it entirely.
- **T-Mobile #2 (north):** AT&T would be the third carrier on this 80' tower. It meets some objectives to the north of the target area but will not resolve the dropped call area and coverage gap at I-15 and W 1600 N Street.

Existing tower to the west:



Existing tower north:



B. <u>Antennas and stealth towers on City property in the Light Industrial (LI), Heavy Industrial (HI), Planned Commercial 1 (PC-1), and General Commercial (CG) zones:</u>

LI:
The City owned parcels in the LI zone near the proposed site are part of a walk/bike path, drainage channel, and canal corridor, or are wetland. Each is too narrow or environmentally constrained for the approximately 2,500 square foot tower compound.

- **Parcel 38:431:0005**
  - Swamp/wetland basin of approximately 13.6 acres with standing water and wetland vegetation. These conditions would prohibit construction of a tower foundation, fenced compound, and ground equipment.
- **Parcel 45:241:0023**
  - Occupied by the designated walk/bike path and the vegetated drainage channel along its west side, leaving no usable area for the compound.
- **Parcel 45:241:0025**
  - Narrow, wedge-shaped strip approximately 89 feet at its widest point that tapers to a point. It is occupied by the walk/bike path and drainage channel.
- **Parcel 45:241:0019**
  - Strip approximately 33 feet wide along the walk/bike path. Too narrow for the compound.
- **Parcel 38:424:0028**
  - Long, narrow strip along the walk/bike path and drainage channel. Too narrow for the compound.
- **Parcel 38:424:0022**
  - Strip approximately 59 feet wide and 1,580 feet long along the walk/bike path and drainage channel. Too narrow for the compound.
- **Parcel 55:658:0002**
  - Lindon City canal dedication strip approximately 19 feet wide. Too narrow for the compound.

The City has indicated that an access easement across the trail may be considered. An access easement would not address the lack of developable area or the environmental constraints on these parcels.



- **Parcel 49:813:0003**
  - Location of the existing T-Mobile #2 tower, approximately 0.6 miles north of the proposed site. As shown in the "Existing tower north" coverage map above, this location will not resolve the coverage gap at I-15 and W 1600 N Street. A new tower on this parcel would have the same limitation.
- **Parcel 14:065:0057**
  - Located approximately 0.12 miles from the existing T-Mobile #2 tower and outside the area AT&T needs to improve, so it would have the same coverage limitation.



HI:

- **Parcel 14:065:0508**
  - Approximately 0.04 acres (about 1,700 square feet), too small for the approximately 2,500 square foot compound.



- **Parcels 14:062:0062 and 14:062:0063**
  - Largely wetland, with standing water, saturated soils, and drainage features across both parcels, leaving little to no usable upland area.
  - Located approximately 0.6 miles northwest of the proposed site and 0.36 miles west of the existing T-Mobile #2 tower, in the same general coverage area. Like that tower, they would not resolve the coverage gap at I-15 and W 1600 N Street.





PC-1:

- **Parcel 45:322:0005**
  - Owned by UDOT. UDOT confirmed that the parking lot portion of the parcel is being used for other purposes and is not available.
  - The City also identified the adjacent landscaped and non-landscaped UDOT area along I-15 (outlined on the map below). UDOT confirmed this area is being held for future expansion and is not available for a cell tower lease.
  - Copies of the applicant's correspondence with UDOT are included below.

On Tue, Sep 8, 2026 at 11:25 AM Aaron Sithole <asithole@atlastowers.com> wrote:

Hello Darek,

I hope you're doing well.

I'm following up regarding another UDOT-owned area in Lindon City that we have been asked by the City to evaluate as part of a proposed AT&T wireless facility.

The property is associated with Parcel 45:322:0005. The County GIS does not appear to show parcel boundaries or a parcel number for the additional area identified by the City. Below is the map provided by the City, with the area outlined in red.



Based on our initial review, the area appears to be a narrow and irregular strip immediately adjacent to the roadway and public right-of-way. Given its location, we have concerns about whether it could accommodate a wireless facility without conflicting with current or future transportation improvements, right-of-way needs, access, drainage, utilities, or other UDOT requirements. Could you please confirm whether this area is available for a telecommunications lease, or if UDOT would consider it unavailable due to current or future transportation needs or other site constraints?

If the property is not available or feasible for a wireless facility, a brief confirmation would be very helpful for us to provide to the City as we document our site evaluation.

Thank you for your time and assistance.

Aaron Sithole
Project Manager
Cell: +1 (720) 465-5161
asithole@atlastowers.com

From: Darek Sagers <dsagers@utah.gov>
Date: Tuesday, September 8, 2026 at 11:31
To: Aaron Sithole <asithole@atlastowers.com>
Cc: elyon@utah.gov <elyon@utah.gov>
Subject: Re: Inquiry Regarding Potential Cell Tower Lease - UDOT Property in Lindon City

This area is currently being held for future expansion and would not be available for a cell tower lease.

Thank you

Darek Sagers

UDOT

Darek Sagers
Real Estate Manager
Utah Department of Transportation

(385) 315-2314 I dsagers@utah.gov
4501 South 2700 West
Taylorsville, UT 84129

Any documents contained in this message are shared with you informally. If you would like to formally request any documents, please submit your request to UDOT through the appropriate GRAMA channel:
https://connect.udot.utah.gov/public/records-requests/

On Wed, Sep 16, 2026 at 7:57 AM Aaron Sithole <asithole@atlastowers.com> wrote:

Hello Darek,

Lindon City has requested that we enquire about parcel **45:322:0005**, please see below:



The limited usable area of the parcel cannot accommodate the approximately 2,500 square feet required for the proposed tower compound and associated ground equipment. The city will want us to demonstrate that we reached out to UDOT to see if the "property owner" would be willing to get into a cell tower lease agreement.

Please advise.

Aaron Sithole
Project Manager
Cell: +1 (720) 465-5161
asithole@atlastowers.com

DS **Darek Sagers <dsagers@utah.gov>** Today at 08:01

To: Aaron Sithole; **Cc:** elyon@utah.gov

To protect your privacy, some external images in this message were not downloaded. Download external images | Go to Settings

Aaron,

Thanks for the inquiry. UDOT is unable to facilitate your request at this time. The area in questions is being used for other purposes.

Please reach out if I can be of further assistance.

Thank you

Darek Sagers

UDOT

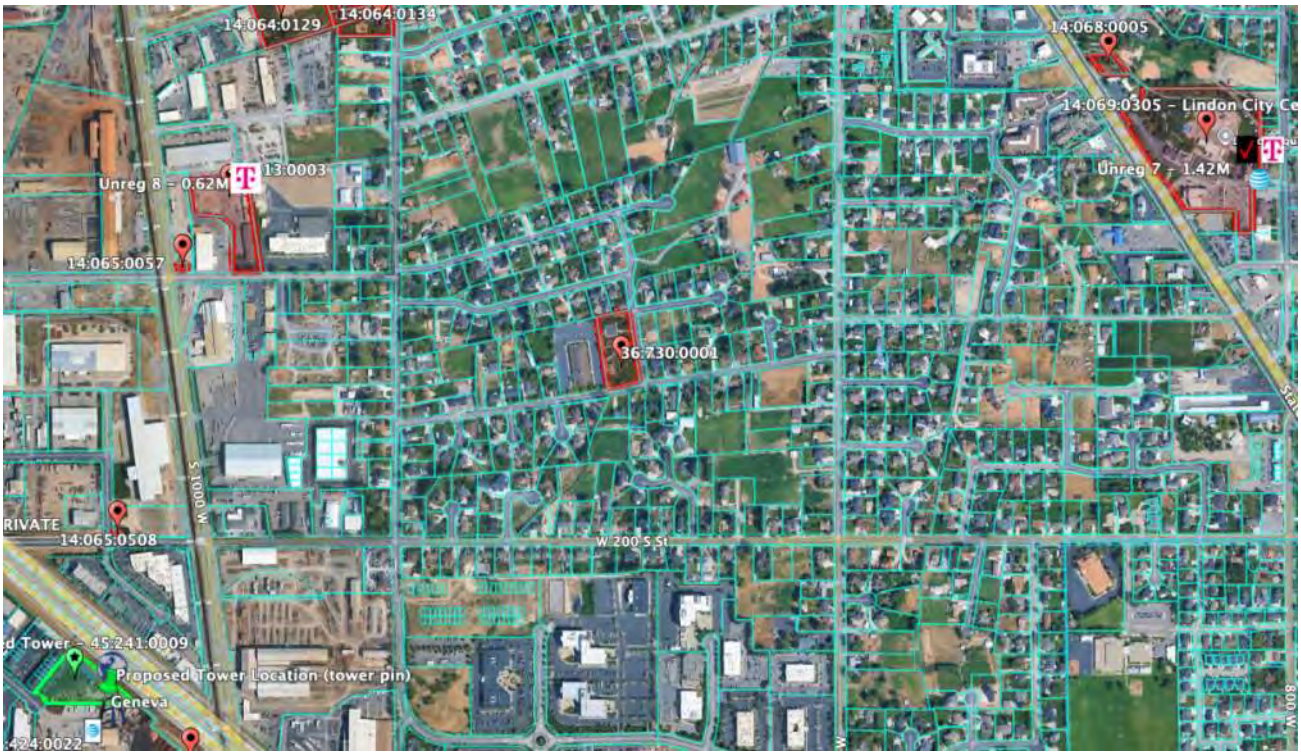
Darek Sagers
Real Estate Manager
Utah Department of Transportation

(385) 315-2314 I dsagers@utah.gov
4501 South 2700 West
Taylorsville, UT 84129

Any documents contained in this message are shared with you informally. If you would like to formally request any documents, please submit your request to UDOT through the appropriate GRAMA channel:
https://connect.udot.utah.gov/public/records-requests/

CG:

- **Parcel 14:068:0005**
  - Located approximately 1.3 miles northeast of the proposed site and approximately 0.2 miles northwest of the existing tower on Parcel 14:069:0305, which already has AT&T antennas. It is too far from the target area to resolve the coverage gap.





- **Parcel 17:021:0056**
  - Owned by UDOT and located approximately 0.4 miles southeast of the proposed site at 840 W 600 S, next to the I-15 interchange. UDOT confirmed the parcel is being held for a future interchange planned within the next several years and is not allowing any leases on the property (correspondence below).

From: Darek Sagers <dsagers@utah.gov>
Date: Monday, January 5, 2026 at 08:34
To: Aaron Sithole <asithole@atlastowers.com>
Cc: elyon@utah.gov <elyon@utah.gov>, Stella Martens <smartens@atlastowers.com>
Subject: Re: Inquiry Regarding Potential Cell Tower Lease - UDOT Property in Lindon City

Aaron,

Thank you for reaching out to UDOT. This site you are inquiring about is being held for a future interchange that will be constructed within the next few years. UDOT is not allowing any leases on this property.

Thank you

Darek Sagers

Darek Sagers MBA, SR/WA
Deputy Director, ROW-Property Management
Utah Department of Transportation
4501 South 2700 West • Taylorsville, UT 84129
office • cell: (385)315-2314
email:

On Fri, Dec 19, 2025 at 8:44 AM Aaron Sithole < > wrote:

Dear Darek and Eric,

I hope this email finds you well. By way of introduction, my name is Aaron Sithole, and I work for Atlas Tower, a tower company that develops and owns wireless infrastructure used by mobile network carriers. We partner with carriers to support improvements to wireless coverage and network reliability.

We are currently working with AT&T on a network initiative to enhance wireless coverage in the greater Lindon City area, and as part of that effort we are evaluating potential sites that could support a new wireless facility.

I am reaching out to inquire whether the Utah Department of Transportation may be interested in or open to leasing approximately 2,500 square feet on the following UDOT owned parcel for the development of a cell tower:

Parcel ID: 170210056
Coordinates: 40.326726, -111.734936

Let me know if you have any questions. Thank you for your time and consideration. I look forward to hearing from you.

Sincerely,

Aaron Sithole
Leasing Specialist
TOWER



C. <u>Placing antennas, antenna support structures, and towers on city property or, at the discretion of the city council, on school district property in the PF zone:</u>

PF:

- **Parcel 67:252:0004 – Karl G. Maeser Preparatory Academy**
  - An 80’ tower on this property must be set back 240 feet (300% of the tower height) from residential property lines under Lindon City Code 5.07.080. The Academy is bordered by residential properties to the north, west, and northeast.
  - After applying the setback, the only remaining area where the tower and equipment compound can be placed is the yellow shaded are in the image below. This area is occupied by the school building and the Academy’s recent campus addition to the south.
  - The applicant provided this map to the Academy and asked whether it would lease approximately 2,500 square feet within the shaded area. On October 16, 2026, the Academy responded that its board believes this is too much space to give up on the school grounds and that it is not interested in pursuing the proposal.
  - The Academy property is therefore not available for the proposed facility.



Re: Wireless Telecom Facility Proposal – Karl G. Maeser Preparatory Academy

RD **Rob Durrant <rob.durrant@maeserprep.org>**
To: Aaron Sithole
Friday, October 16, 2026 at 15:55

To protect your privacy, some external images in this message were not downloaded. Download external images | Go to Settings

Thanks Aaron.

After some discussion, the schools board believes that is too much space to give up on the school grounds. They are not interested in pursuing this further.

Thanks

Sent from iPhone

--

Rob

On Oct 16, 2026, at 3:29 PM, Aaron Sithole <asithole@atlastowers.com> wrote:

Hi Rob,

Thank you again for giving me a call yesterday to discuss the proposed cell tower. I've confirmed the setback requirements for the Academy's property.

I've attached a map of the Academy's property. The area shaded in yellow is the only part of the property where the tower and its equipment compound could be placed and still meet the City's setback requirements.

We will need 2,500 square feet within the shaded area for the tower and a fenced equipment compound. Would the Academy be willing to lease that space within the shaded area? Because of AT&T's timeline, I'd appreciate a response as soon as possible.

Thank you and I look forwarding to hearing from you.

Aaron Sithole
Project Manager
Cell: +1 (720) 469-5161
asithole@atlastowers.com
Atlas Tower logo

- **Parcel 17:023:0016**
  - Located approximately 1.2 miles west of the proposed site near the T-Mobile #1 tower. AT&T found that location too low, too far away, and downhill from the target area, and a tower on this parcel would have the same limitations.





- **Parcels 49:322:0083, 14:064:0129, 14:064:0134, and 14:064:0136 – Lindon City Park (325 N 800 W)**
  - Active public park with ball fields, open play areas, a playground, and a pavilion, approximately 0.8 to 0.9 miles north/northeast of the proposed site.
  - Located approximately 0.2 to 0.3 miles from the existing T-Mobile #2 tower, so it would not resolve the coverage gap at I-15 and W 1600 N Street.

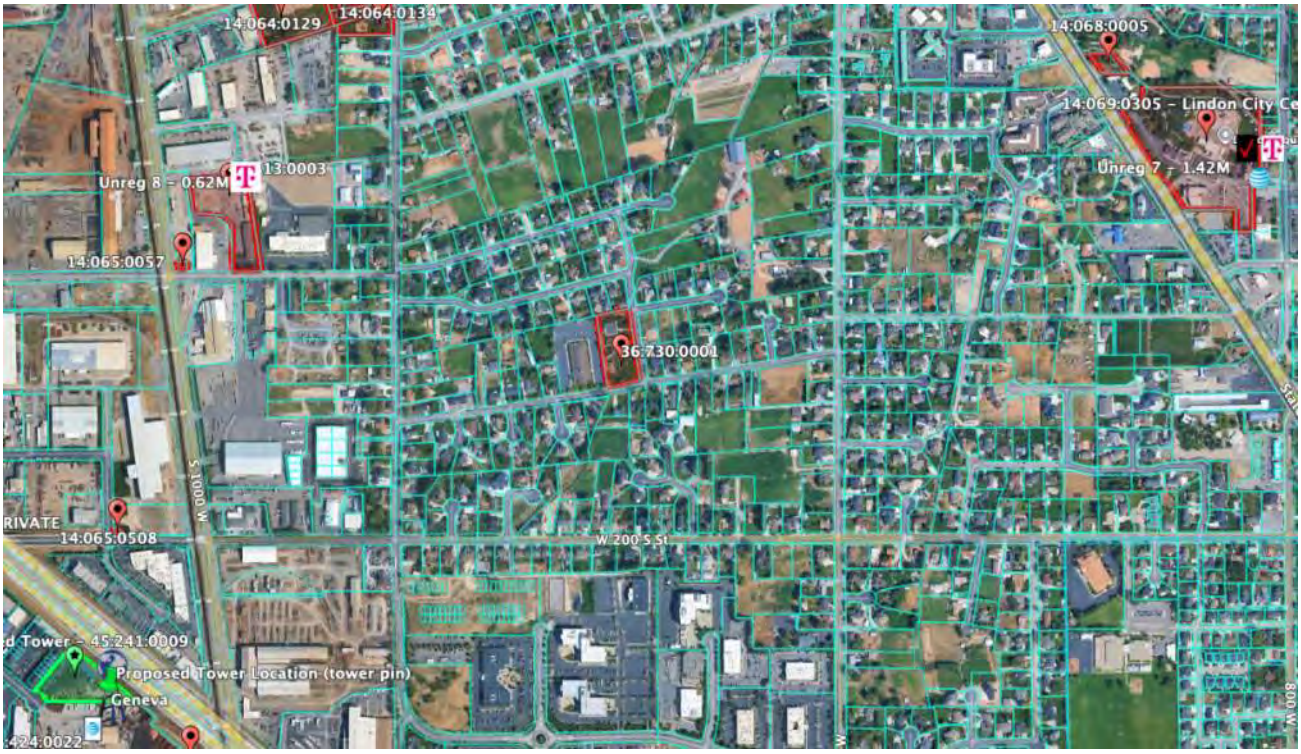


- **Parcel 36:730:0001 – Neighborhood park (604 W 100 S)**
  - Neighborhood park with a sport court, playground, and pavilion, approximately 0.7 miles northeast of the proposed site on the east side of I-15.
  - The park is approximately 200 feet wide and bordered by single-family homes, leaving no area that meets the 240-foot residential setback. It is also outside the area AT&T needs to improve.





- **Parcel 14:069:0305 – Lindon City Center (100 N State St)**
  - Located approximately 1.4 miles east of the proposed site. This parcel already has an existing tower with AT&T antennas, and the coverage gap at I-15 and W 1600 N Street exists with that site in place, so a new tower here would not resolve it.





D. <u>Other private non-residential property:</u>

LI:

- **Parcel 57:072:0001**
  - Privately owned by Questar Gas Company (Enbridge Gas Utah) and zoned Light Industrial (LI). It is not City or school district property, so it does not fall under priority (b) or (c) of Lindon City Code 5.07.060.
  - Lindon City Code 5.07.060(1)(b) provides that if, based on the applicant's technological or engineering data, the City Council determines that locating on City or school district property is "not feasible or practicable," the priorities in subsections (1)(c) through (1)(e) apply. The next priority, 5.07.060(1)(d), is "other private non-residential property." This parcel and the applicant's leased site, Parcel 45:241:0009, both fall under this same priority.
  - The code establishes priorities by category of property. It does not rank one private non-residential property above another, so this parcel does not have priority over the applicant's leased site.
  - Lindon City Code 5.07.050(1) requires the applicant to demonstrate that the tower "must go where it is proposed in order to satisfy its function in the company's grid system." The applicant's site is approximately 0.3 miles from the center of the area AT&T needs to improve (40.32820, -111.73600). This parcel is approximately 0.6 miles away, roughly twice the distance.
  - Lindon City Code 5.07.040 lists the criteria used to select a specific location, including "leasable lands, and landlords who want facilities to be located on their properties" and "the greatest amount of coverage." The applicant's site is under an executed lease and sits within the area where customers experience dropped calls and weak service.





E. <u>Other residential districts:</u>

AFPD:

- **Parcel 14:062:0095**
  - City owned lot of approximately 0.23 acres in the Anderson Farms Planned Development (AFPD) zone, a residential planned development. The lot is developed with a small City building and paved access area at the south edge of a neighborhood park.
  - Under Lindon City Code 5.07.060(1)(e), towers may be placed in residential districts "only if locations for which a need has been demonstrated are not available on existing structures or in non-residential districts." The applicant's leased site is available in a non-residential (LI) district, so this parcel is a lower priority than the applicant's site.
  - Located approximately 0.9 miles northwest of the proposed site and approximately 1.2 miles from the center of the area AT&T needs to improve. A tower here would be too far from the target area to resolve the coverage gap at I-15 and W 1600 N Street.
  - Single-family homes border the lot to the east, and the entire lot falls within the required 240-foot residential setback.



Summary of Priority Location Evaluation

Lindon City Code 5.07.060 establishes the order of priorities for locating new towers: (a) existing structures; (b) City property in the LI, HI, MC, RC, PC-1, PC-2 and CG zones; (c) City property, or school district property at the City Council's discretion, in the PF zone; (d) other private non-residential property; and (e) other residential districts. Under 5.07.060(1)(b), if the City Council determines, based on the applicant's technological or engineering data, that City or school district property is not feasible or practicable, the priorities in (c) through (e) apply.

- **(a) Existing structures:** AT&T reviewed the two nearest existing towers. Neither resolves the coverage gap at I-15 and W 1600 N Street.
- **(b) City property in the LI, HI, PC-1 and CG zones:** The City owned parcels are wetland, too small or narrow, occupied by the walk/bike path, drainage channel and canal corridor, or too far from the target area. The UDOT parcels are not available for lease.
- **(c) City and school district property in the PF zone:** The City parks are too far from the target area or cannot meet the 240-foot residential setback, and the City Center parcel already has a tower with AT&T antennas. The only portion of the Maeser Prep property that meets the setback is occupied by school facilities, and the Academy declined to lease space.
- **(d) Other private non-residential property:** The applicant's leased site, Parcel 45:241:0009, falls under this priority. The only other private non-residential property identified by the City, Parcel 57:072:0001, is at the same priority level and does not take priority over the applicant's site.
- **(e) Other residential districts:** Residential districts may be used only if a location is not available on existing structures or in non-residential districts. The applicant's site is proposed in a non-residential district, which is a higher priority and thus this section need not apply. The only City property identified in a residential district, Parcel 14:062:0095, is also too far from the target area.

The applicant's site is zoned Light Industrial (LI). Lindon City Code Appendix A (Standard Land Use Table) refers cellular communication towers to Chapter 5.07, and a new tower requires a conditional use permit, which the applicant will submit to the Planning Commission following the City Council's decision on this request. The code also identifies the LI and HI zones as the only districts where sites may be located on bare ground without visual mitigation (5.07.050(4)(a)). The applicant's site is the highest priority location available that resolves the coverage gap. It is under an executed lease and sits within the area where customers experience dropped calls and weak service.

WIRELESS TELECOMMUNICATION FACILITY CHARACTERISTICS

Visual Effect

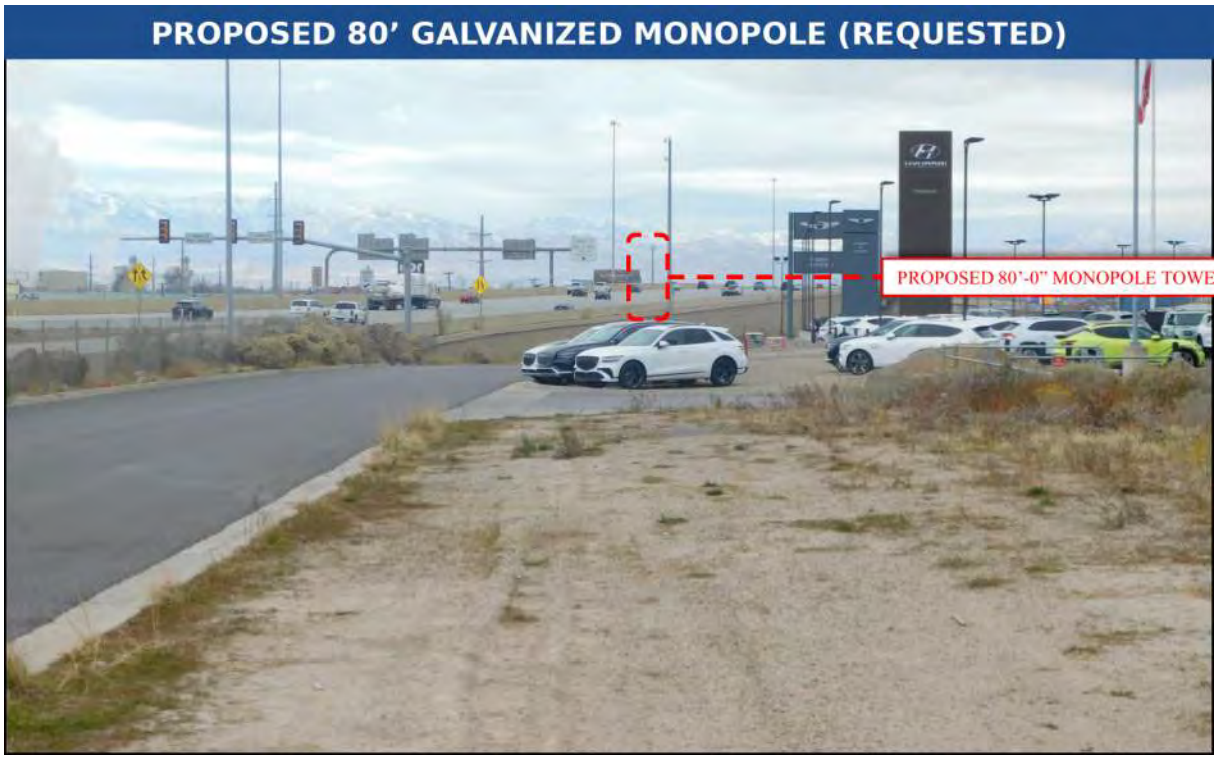
We strive to design our facilities and locate parcels that create the least amount of community disturbance. The surrounding area is largely industrial with low density residential and commercial zones nearby. The proposed site is chosen to maximize visual aesthetic and distance from residential homes.

Tower Design: Galvanized Monopole (Requested) vs. Monopine (Stealth)

Lindon City Code 5.07.080 requires new towers to be stealth towers unless the City Council waives this requirement, including where available stealth designs are not compatible with the area. Atlas Tower requests that the City Council approve a standard galvanized monopole for this site. Photo simulations of both designs are shown below.

The proposed site is in a light industrial subdivision next to I-15, surrounded by industrial buildings, outdoor storage yards, highway light poles, traffic signal poles, and large freeway signs. A slim galvanized monopole is consistent with these existing vertical structures. A monopine is designed to look like an evergreen tree, but there are no trees of comparable height in the area, so an 80' artificial pine would stand out rather than blend in. Its branches also add bulk, making it look wider and more noticeable from a distance than a monopole.

Photo Simulation – View 2



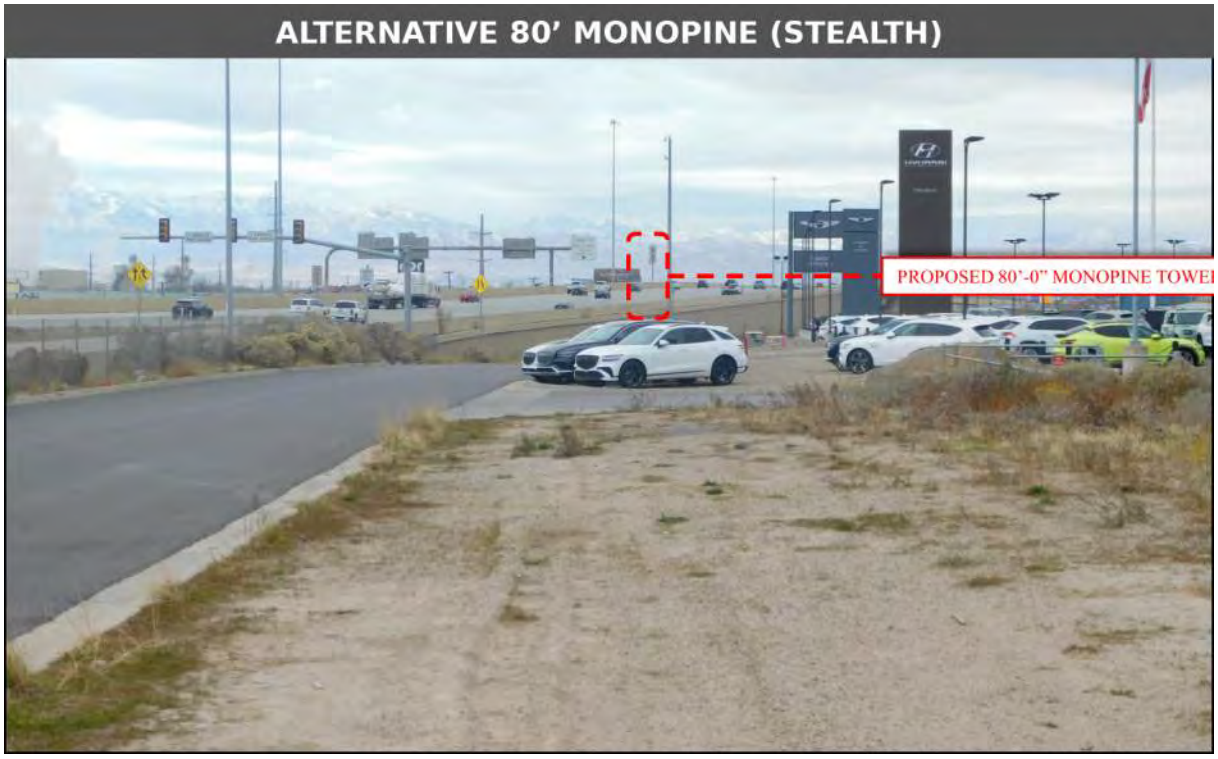
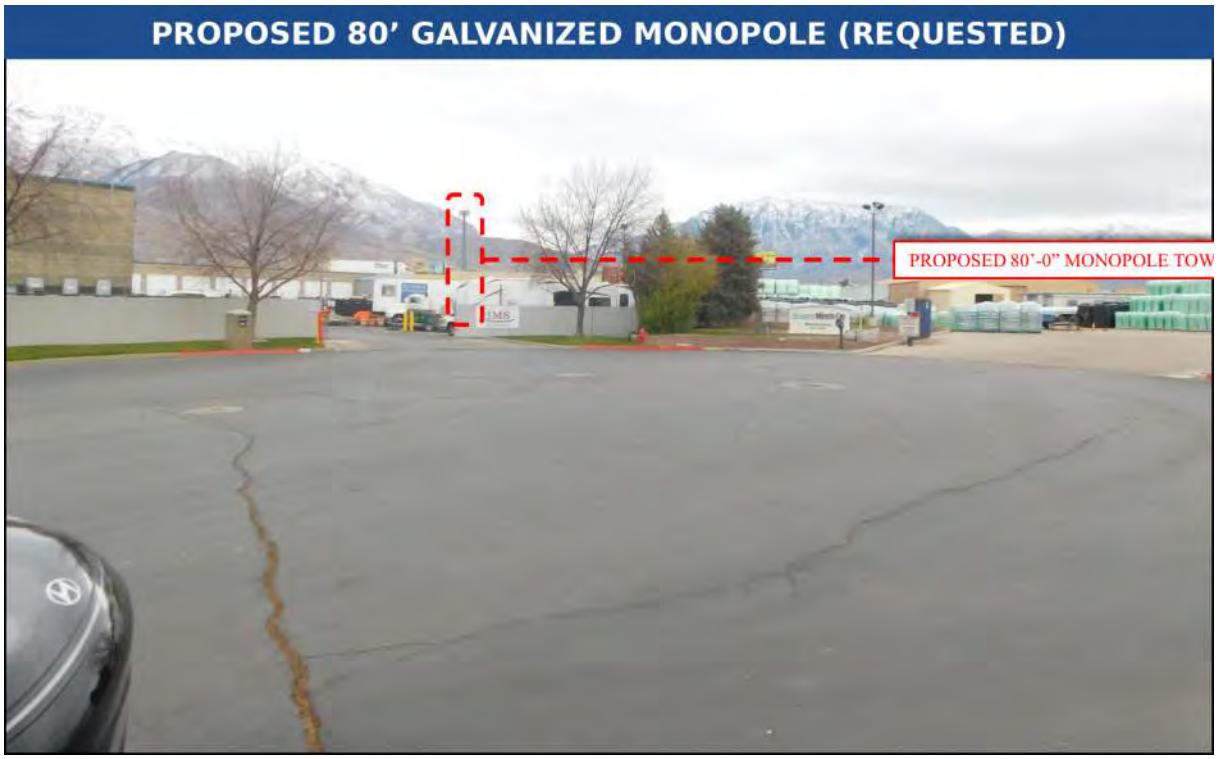
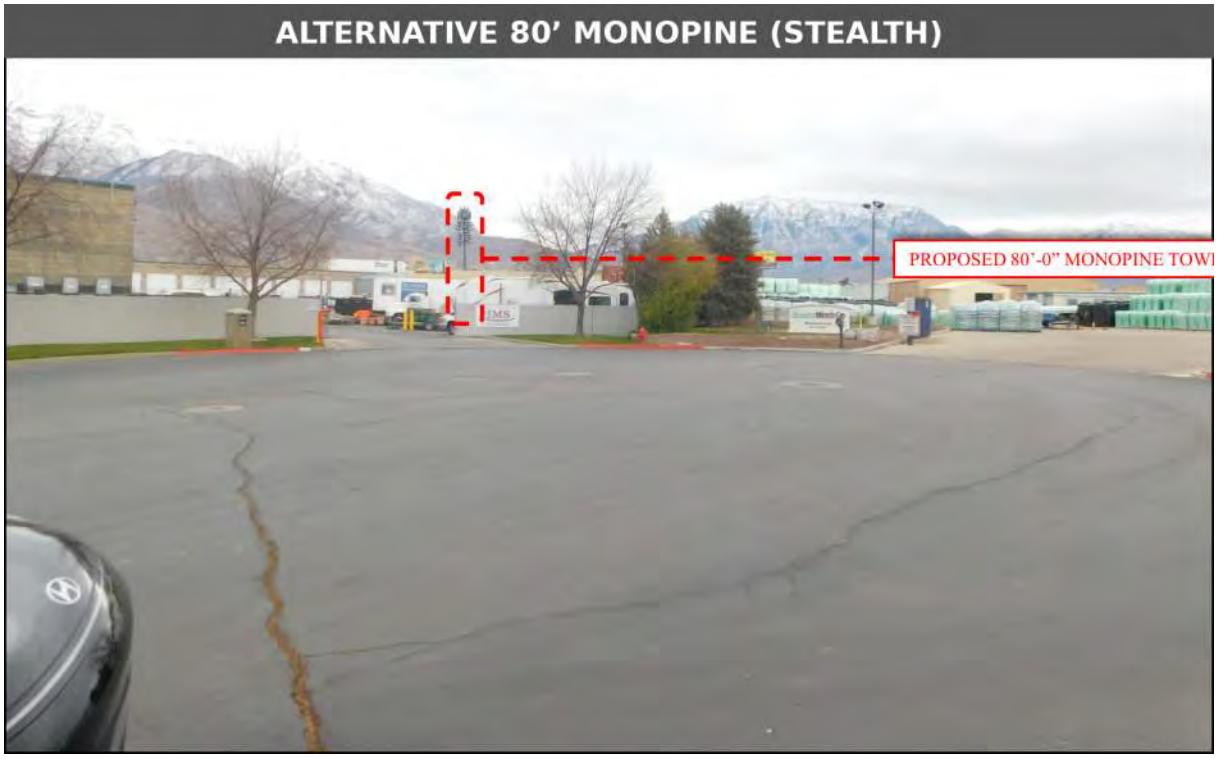


Photo Simulation – View 4





Frequency Of Maintenance Work On The Proposed Facility
On average, after initial installation, a carrier or its contactors would likely visit the facility about one to four times a year for maintenance, though this number could vary depending on the specific circumstances of the facility.

The Average Number Of Vehicles Visiting The Facility
The average maintenance visit by a carrier or its contractors would likely involve one pickup truck. With an average of one to four visits a year and one truck a visit, there would likely be about one pickup truck visiting the site a month, per carrier, if at full capacity.

The Average Duration Work Visits On The Facility
For typical maintenance visits, a carrier or its contactors would only be at the site a few hours, but this number could increase depending on the work that needed to be completed at the site.

Expected Noise Levels
Telecommunications facilities are essentially silent. This would be true whether there were one or three carriers. A generator could be operated on site in the rare instance that power went out. The generator would create noise, but it would not be noticeable or audible in the location the telecommunications facility is proposed to be.

Building Codes; Safety Standards
Atlas Tower will ensure the structural integrity of towers, ensure that it is maintained in compliance with standards contained in applicable state or local building codes and the applicable standards for towers that are published by the Electronic Industries Association, as amended from time to time. If, upon inspection, Lindon City concludes that a tower fails to comply with such codes and standards and constitutes a danger to persons or property, then upon notice being provided to the owner of the tower, the owner shall have thirty (30) days to bring such tower into compliance with such standards, unless a longer time is reasonably necessary. Failure to bring such tower into compliance within said thirty (30) days shall constitute grounds for the removal of the tower or antenna at the owner's expense.

FAA/FCC Compliance
The proposed facility shall conform to the requirements of this title, this code, and other laws, including pertinent federal regulations of the Federal Communications Commission (FCC) and the Federal Aviation Administration (FAA).

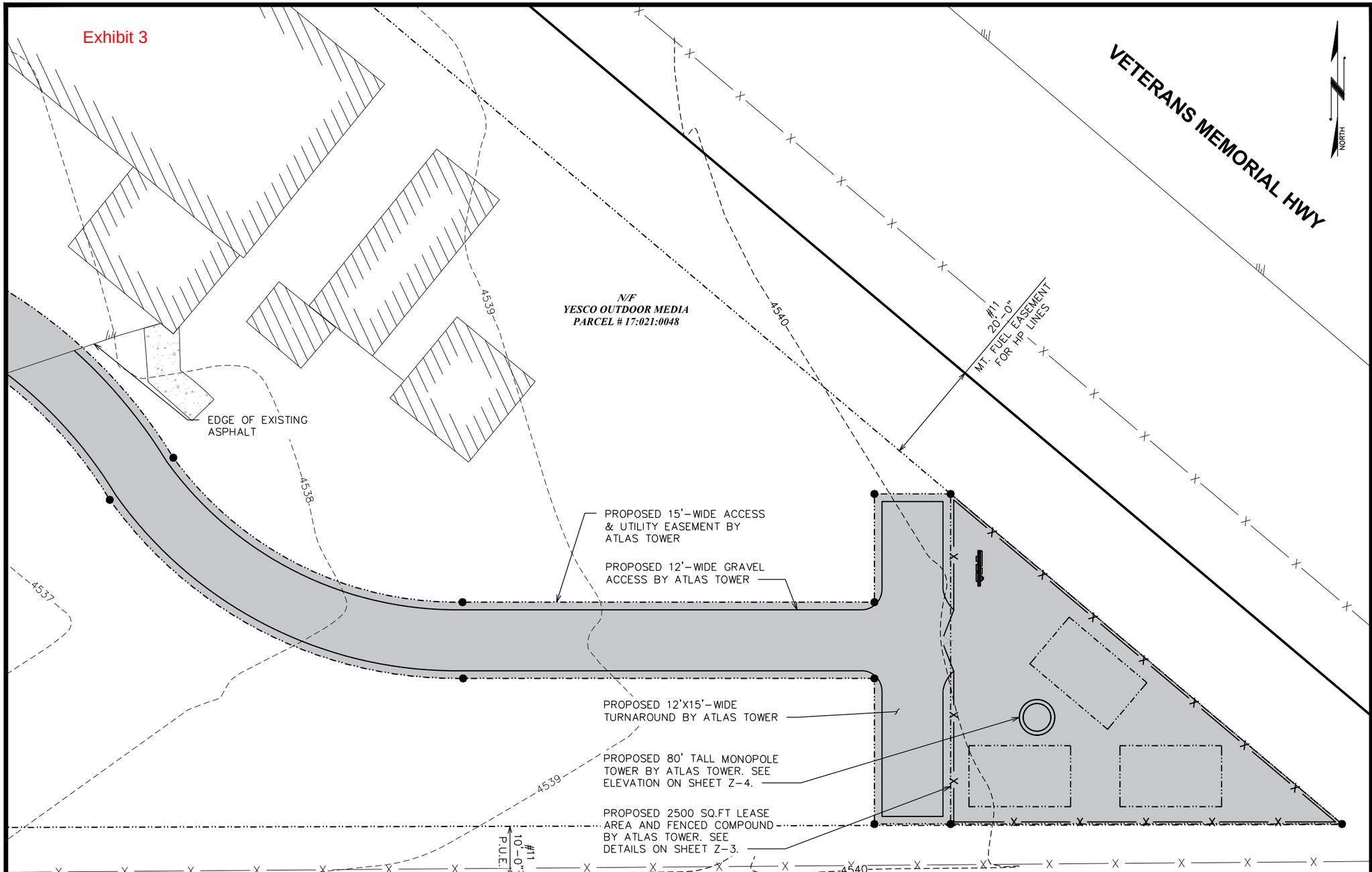
This narrative represents required and supplementary information to document the technological, economic, and social necessity and benefits of a new 80' Monopole telecommunications tower in Lindon City, Utah. The information provided highlights the advantages associated with a telecommunications facility at our proposed site. See attached documents to showing our survey and tower drawings.

Atlas Tower 1, LLC respectfully requests that the Lindon City Council approve locating the proposed communications tower facility on privately owned property, as allowed under Lindon City Code 5.07.060, and approve the proposed galvanized monopole design.

Best Regards,

Aaron Sithole
Project Manager
720-465-5161
www.atlastowers.com
2500 30th St. Suite 304 Boulder, CO 80301

Exhibit 3



SITE PLAN

SCALE: 1" = 20'

0 20 40

SCALE IN FEET

PROJECT INFORMATION:

GENEVA

335 S 1250 W,
LINDON, UT 84042
(UTAH COUNTY)

PLANS PREPARED FOR:

ATLAS TOWER

2500 30TH ST, SUITE 304
BOULDER, CO 80301
Office: (303) 448-8896

PLANS PREPARED BY:

TEP

4570 IVY STREET, SUITE B-100
DENVER, CO 80216
OFFICE: (303) 566-9914
www.tepgroup.net

SEAL:

ZONING REVIEW

REV	DATE	ISSUED FOR:
1	08-04-25	ZONING
0	04-24-25	ZONING

DRAWN BY: OJK | CHECKED BY: KES

SHEET TITLE:

SITE PLAN

SHEET NUMBER: **Z-2**

REVISION: 1

TEP#: 348376.474931

9. **Review & Action: General Plan Future Land Use Map Amendment – Timpanogos School District; Ordinance #2026-21-O.** Timpanogos School District is requesting to amend the General Plan Future Land Use Map for the properties at 460 N. State Street and 490 N. State Street from Transit/Commercial Node, General Commercial, and Low Density Residential to Community Facilities. The Planning Commission recommends approval of the request.

   See attached staff report materials.

   Sample Motion: I move to (approve, continue, deny) Ordinance #2026-21-O (as presented or amended).

General Plan Future Land Use Map Amendment – 460 N State Street & 490 N State Street

Date: November 2, 2026

Project Address: 460 N State Street & 490 N State Street

Parcels: # 14:068:0263 (460 N State Street; #14:068:0276 (490 N State Street)

Applicant: Timpanogos School District

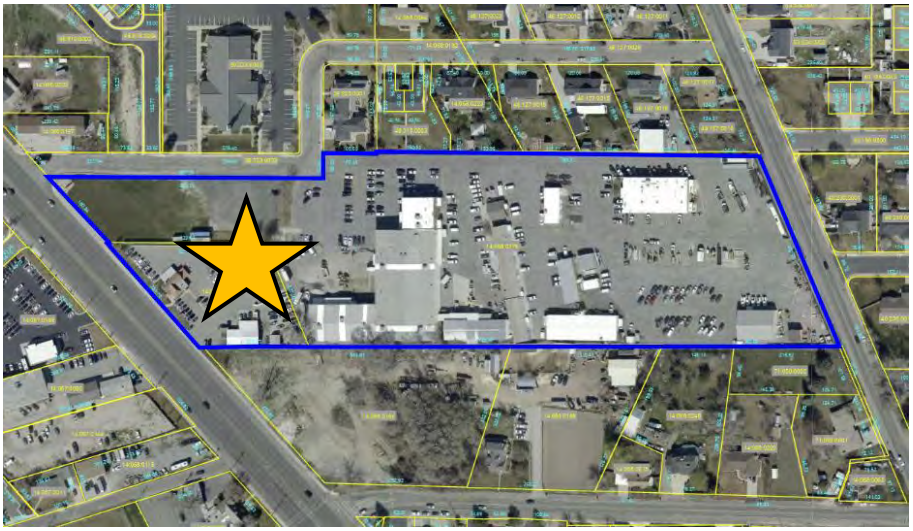
Property Owner: Timpanogos School District & Board of Education Alpine School District

General Plan: Transit Node Commercial, General Commercial (CG), and Low Density Residential
Current Zone: Commercial General (CG) & Public Facilities (PF)

City File Number: 26-048-6

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

Presenting Staff: Brittany Wilde



Summary of Key Issues

1. Whether to approve a request to amend the Lindon City General Plan Future Land Use Map to change the designation of the subject properties to Community Facilities.

Overview

- The planning commission granted site plan approval for the new school district administrative offices on October 13, 2026.
- The applicant is requesting an amendment to the General Plan Future Land Use Map. The property located at 460 N. State Street has an existing general plan map designation of Transit/Commercial Node and the property located at 490 N State Street has an existing general plan map designation of General Commercial and Low Density Residential.
- The applicant is proposing to amend the Future Land Use Map designation for the properties at 460 N State Street and 490 N State Street to Community Facilities.

Motion

I move to (approve, deny, or continue) Ordinance 2026-21-O to amend the Lindon City General Plan Future Land Use for the property located at 460 N State Street from Transit Node/Commercial to Community Facilities and 490 N State Street from General Commercial and Low Density Residential to Community Facilities with the following conditions:

1. All items of the staff report

Surrounding General Plan & Zoning Designations and Land Use

Direction	Zoning	Existing Land Use
North	R1-20	Single Family Residential
South	Commercial General (CG)/R1-20	Commercial Property/Single-family Residential
East	R1-20	Single-Family Residential
West	Commercial General A (CG-A)/ Planned Residential Development Overlay (PRD)	Retail/Residential

General Plan

The applicant is requesting a General Plan Map Amendment for the subject property to accommodate the proposed Timpanogos School District administrative office building. Staff reviewed the requested General Plan designation in relation to the proposed use, the surrounding land uses, and the existing development in the area. The property located at 460 N State Street has an existing general plan map designation of Transit/Commercial Node and the property located at 490 N State Street has an existing general plan map designation of General Commercial and Low Density Residential.

The Lindon City General Plan describes the Community Facilities designation as follows:

Community Facilities:

This category encompasses various community and civic buildings and facilities found in Lindon. Key facilities include Lindon City Center, Lindon Community Center, public schools (Oak Canyon Junior High, Rocky Mountain Elementary, and Lindon Elementary), charter schools (Karl Maeser Preparatory Academy, Timpanogos Academy, Montessori Learning Center, and Nahunta Hall), and other publicly owned infrastructure and services.

Policy 6.1: Ensure community facility and infrastructure needs are met

6.1b – Cooperate and advocate with Timpanogos School District to ensure the future need of schools and other public services are met.

Staff Analysis

Community facilities encompass various community, civic buildings, facilities, and other publicly owned infrastructure and services in Lindon. The proposed administrative office is intended to serve the Timpanogos School District and is consistent with the public and institutional nature of the property and surrounding area. Staff finds that the requested General Plan Map Amendment is appropriate for the proposed use.

The proposed office use is a permitted use in the General Commercial zone; however, City staff has requested that Timpanogos School District amend the General Plan and zoning map to match the proposed community facility and public use of the property.

Exhibits

1. Aerial Photo
2. Current General Plan Map Designation
3. Proposed General Plan Map Designation
4. General Plan Ordinance Amendment

Exhibit 1: Aerial Photo

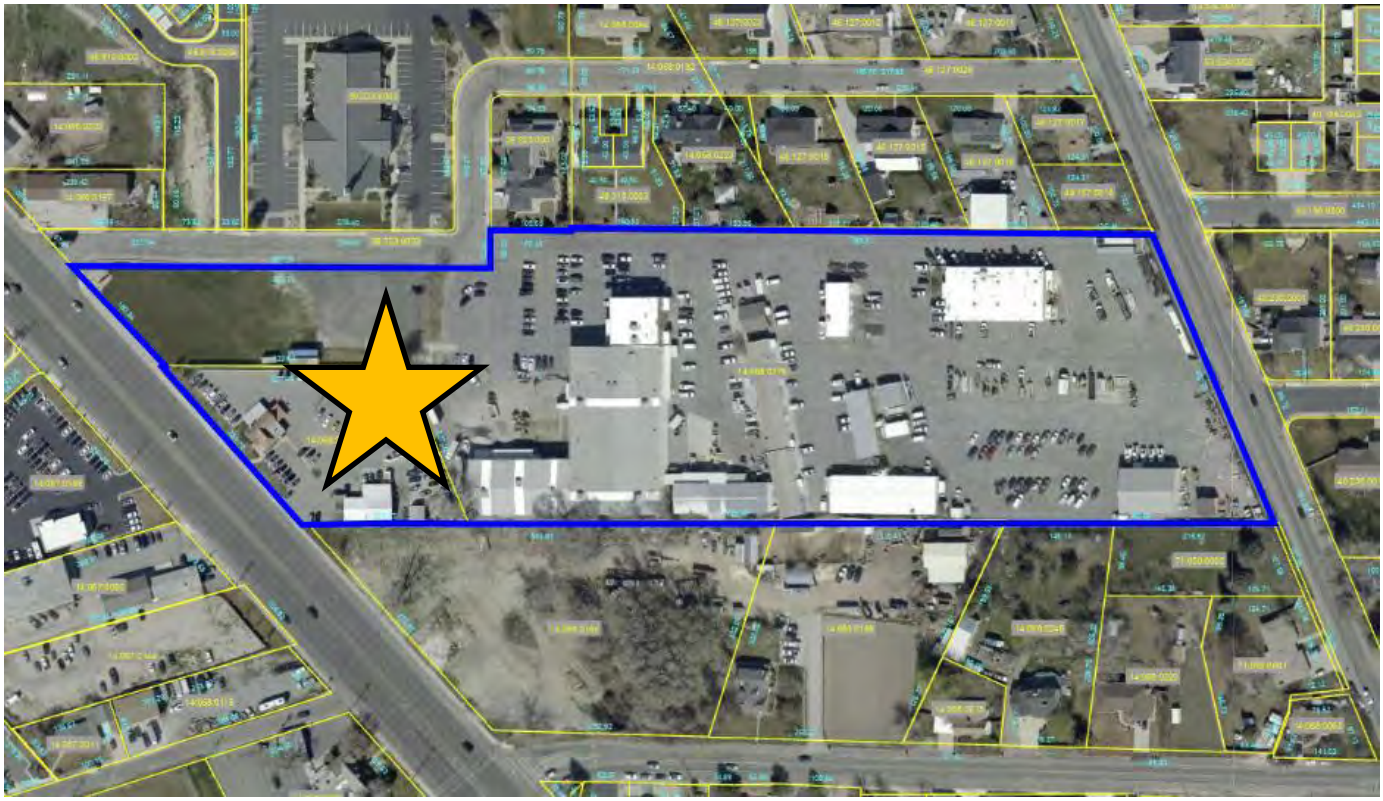


Exhibit 2: Current General Plan Map Designation

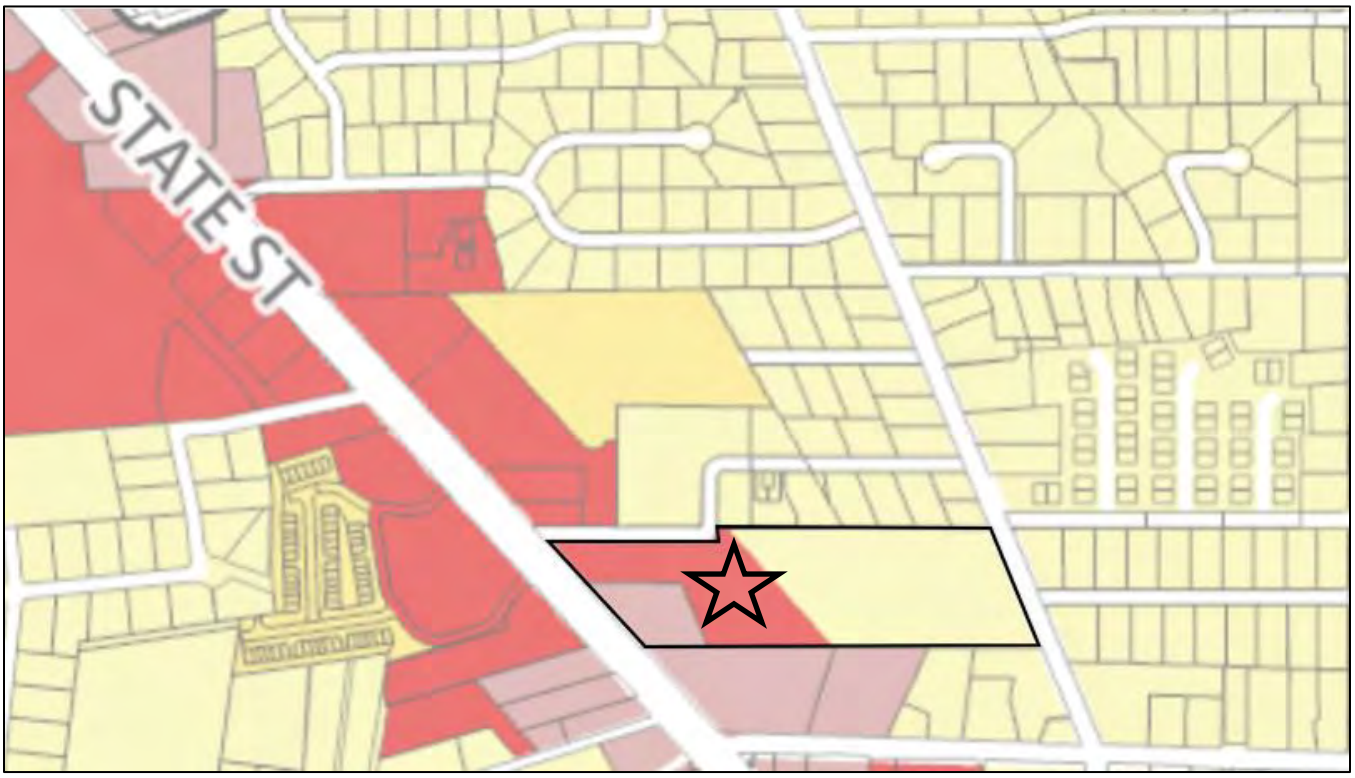
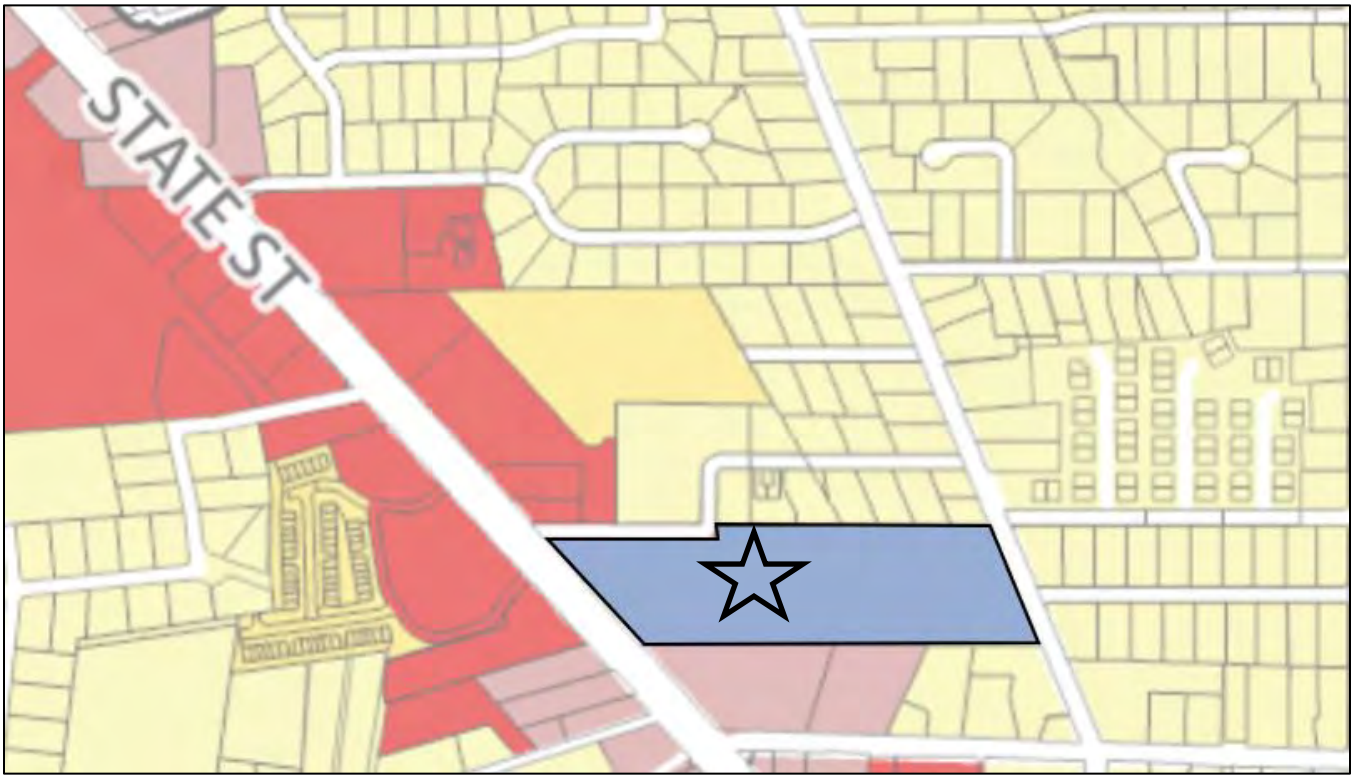
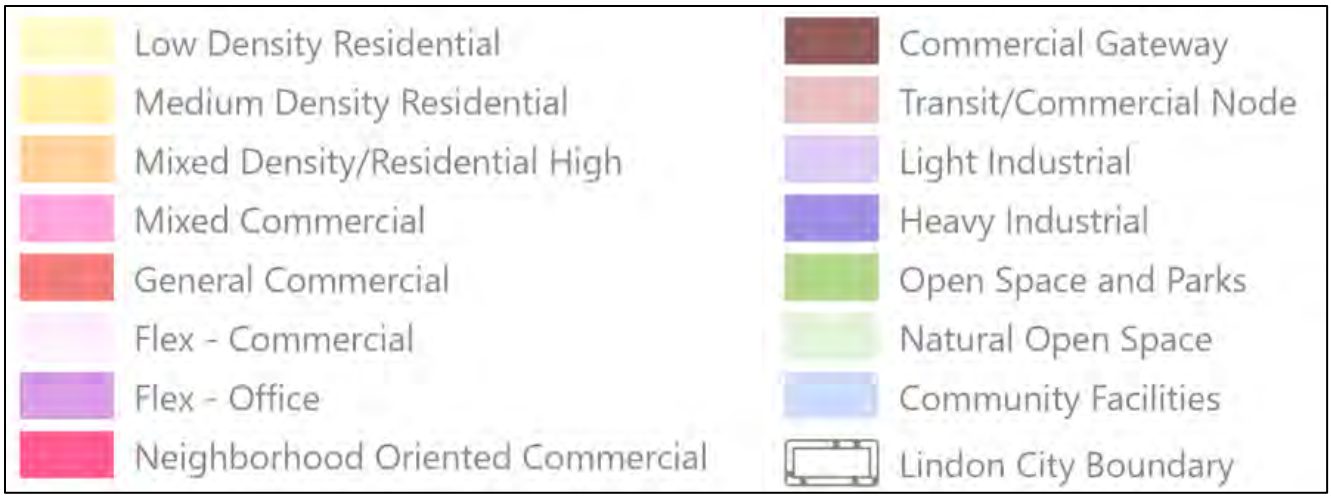


Exhibit 3: Proposed General Plan Map Designation




Low Density Residential
Medium Density Residential
Mixed Density/Residential High
Mixed Commercial
General Commercial
Flex - Commercial
Flex - Office
Neighborhood Oriented Commercial
Commercial Gateway
Transit/Commercial Node
Light Industrial
Heavy Industrial
Open Space and Parks
Natural Open Space
Community Facilities
Lindon City Boundary

ORDINANCE NO. 2026-21-O

AN ORDINANCE OF THE CITY COUNCIL OF LINDON CITY, UTAH COUNTY, UTAH, AMENDING THE LINDON CITY GENERAL PLAN FUTURE LAND USES MAP ON A PORTION OF THE PROPERTY IDENTIFIED BELOW FROM TRANSIT/COMMERCIAL NODE, COMMERCIAL GENERAL, AND LOW DENSITY RESIDENTIAL TO COMMUNITY FACILITY AND PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, on September 21, 2026, a land use application was submitted to Lindon City to amend a portion of the Lindon City General Plan Future Land Use Map on parcel #14:068:0263 from Transit/Commercial Node to Community Facilities and parcel #14:068:0276 from General Commercial (CG), and Low Density Residential to Community Facilities; and

WHEREAS, on October 13, 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 general plan map amendment, and recommended that the City Council adopt the Community Facilities designation for the area highlighted in the maps associated with this ordinance; and

WHEREAS, the City Council finds that certain changes are desirous in order to implement the City's general plan goal to cooperate and advocate with Alpine School District to ensure the future need of schools and other public services are met; and

WHEREAS, the City Council finds that certain changes are desirous in order to implement the City's general plan goal to ensure community facility and infrastructure needs are met; and

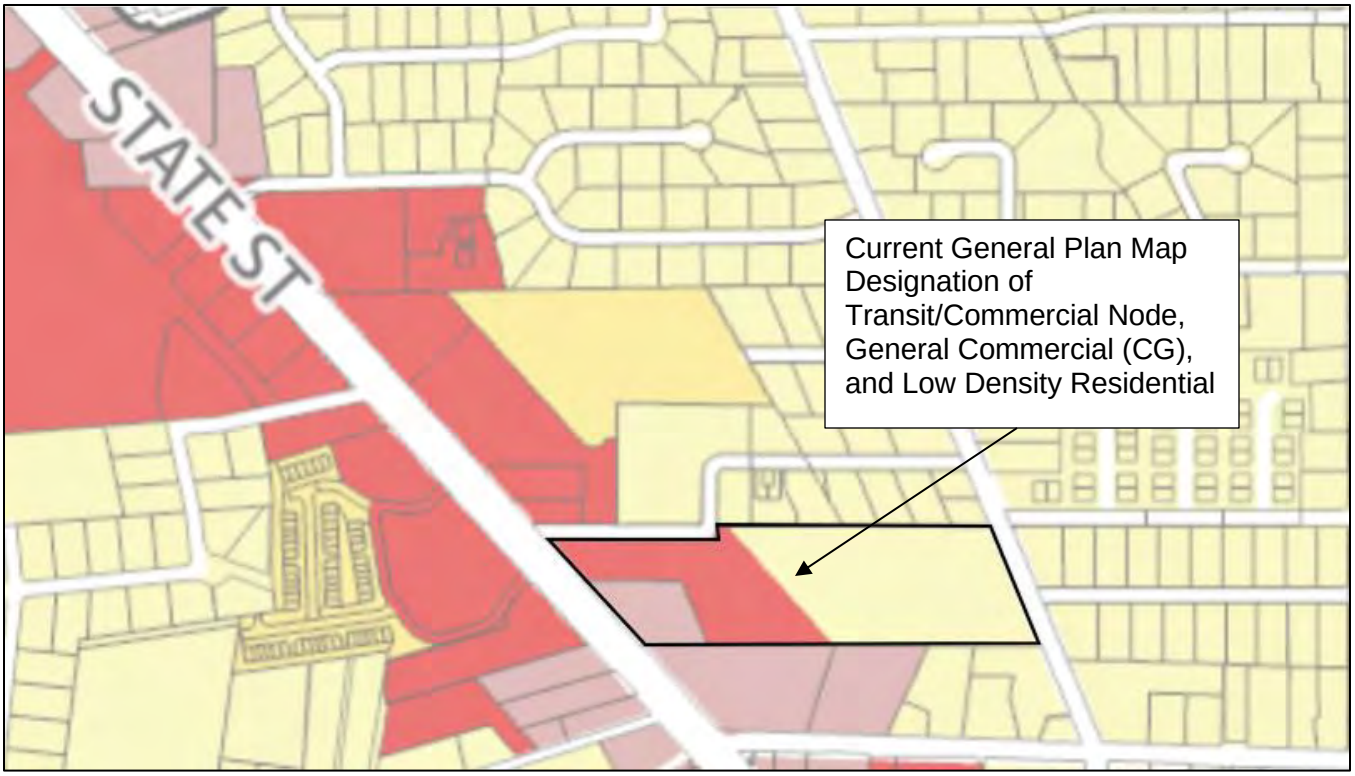
WHEREAS, the Lindon City Council has reviewed and considered the impact that the proposed ordinance may have on family health, stability, and formation; and

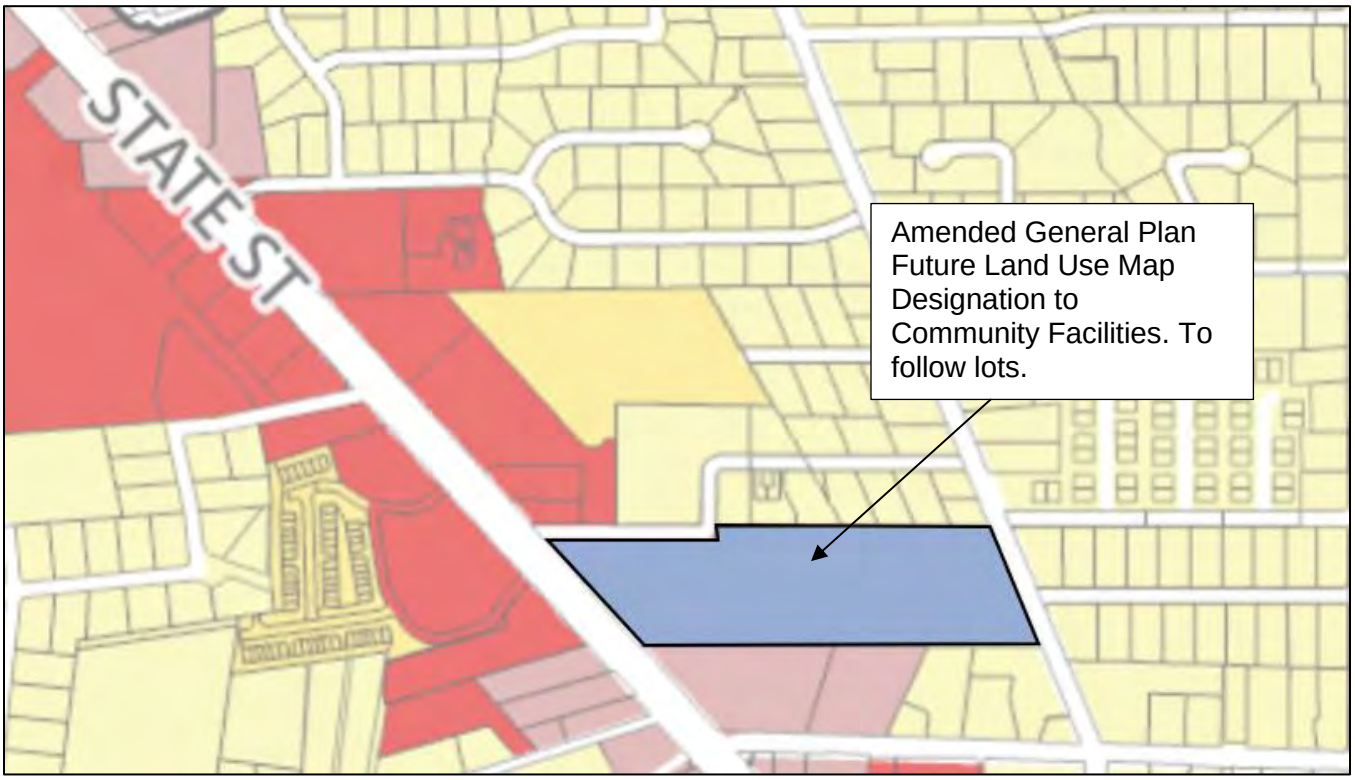
WHEREAS, the Council held a public meeting _____, 20__, to consider the recommendation and the Council received and considered all public comments that were made therein; and

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

SECTION I: The Lindon City General Plan Future Land Use Map is hereby amended as follows:

Parcel ID	Property Owner	Address
14:068:0263	TIMPANOGOS SCHOOL DISTRICT	460 N State Street
14:068:0276	BOARD OF EDUCATION ALPINE SCHOOL DISTRICT	490 N State Street


STATE ST
Current General Plan Map Designation of Transit/Commercial Node, General Commercial (CG), and Low Density Residential


STATE ST
Amended General Plan Future Land Use Map Designation to Community Facilities. To follow lots.



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

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

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

PASSED and ADOPTED and made EFFECTIVE by the City Council of Lindon City, Utah, this

_____day of _____, 2026.

_____
Carolyn O. Lundberg, Mayor

ATTEST:

_____
Britni Laidler,
Lindon City Recorder

SEAL

10. **Review & Action: Zoning Map Amendment – Timpanogos School District; Ordinance #2026-22-O.** Timpanogos School District is requesting to amend the Lindon City Zoning Map for the property located at 460 N State Street from Commercial General A (CG-A) to Public Facilities (PF). The Planning Commission recommends approval of the request.

    See attached staff report materials.

    Sample Motion: I move to (approve, continue, deny) Ordinance #2026-22-O (as presented or amended).

Zoning Map Amendment – Timpanogos School District - Public Facilities (PF)

Date: November 2, 2026

Project Address: 460 N State Street

Parcels: # 14:068:0263

Applicant: Timpanogos School District

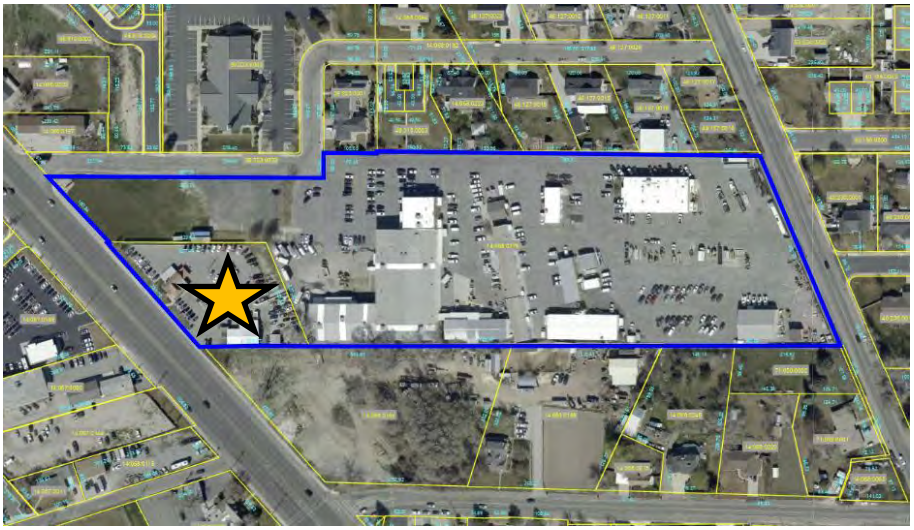
Property Owner: TIMPANOGOS SCHOOL DISTRICT

General Plan: Transit/ Commercial Node
Current Zone: Commercial General A

City File Number: 26-046-3

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

Presenting Staff: Brittany Wilde



Summary of Key Issues

1. Whether to recommend approval of a request to amend the Commercial General A (CG-A) zone to Public Facilities (PF).

Overview

The purpose of the request is to:

- Modify the zoning map to Public Facilities (PF) from Commercial General A (CG-A)

Motions

I move to (*approve, deny, or continue*) ordinance 2026-22-O to amend the Lindon City zoning map from Commercial General A (CG-A) zone to Public Facilities (PF) with the following conditions:

1. All items of the staff report

General Plan

See general plan goals and policies as found in the General Plan Land Use Map Amendment report for this same property.

Staff Analysis

- See staff's analysis as found in the General Plan Land Use Map Amendment report for this same property.

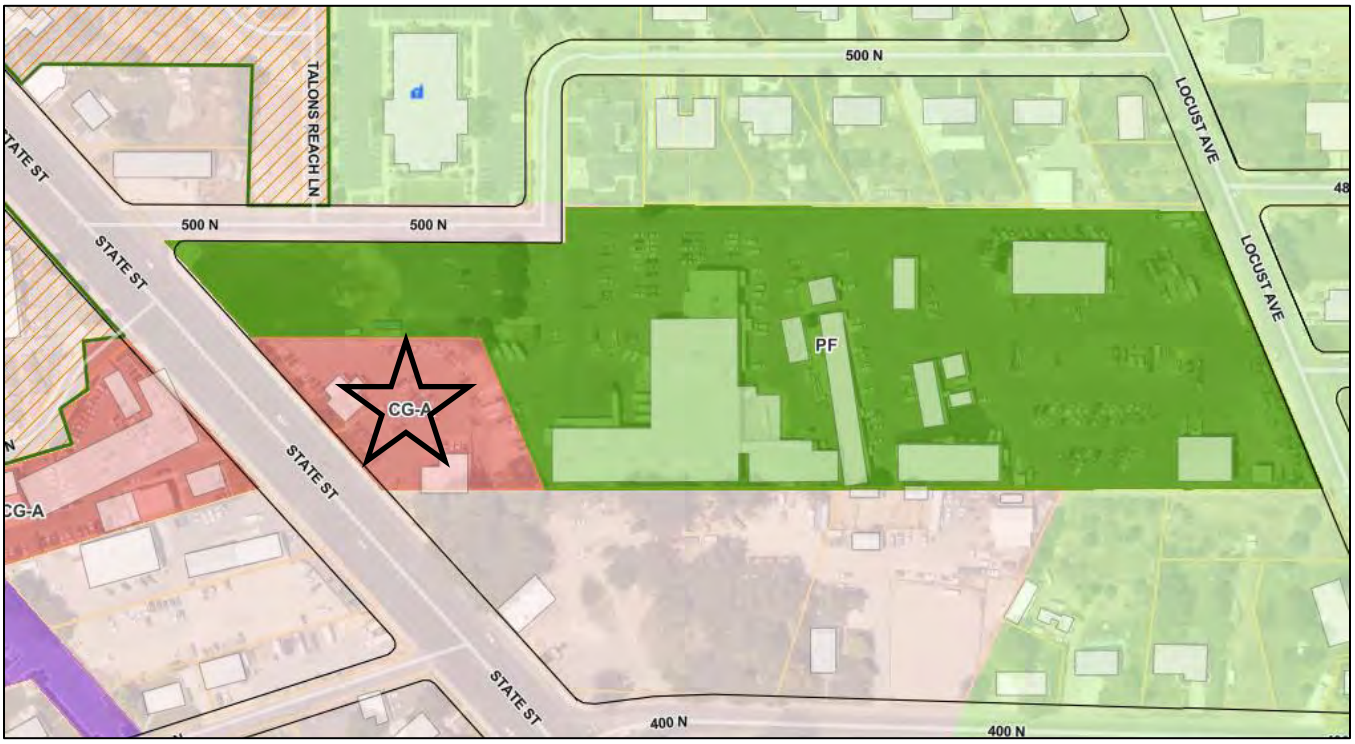
Surrounding Zoning Designations and Land Use

Direction	Zoning	Existing Land Use
North	R1-20	Single Family Residential
South	Commercial General (CG)/R1-20	Commercial Property/Single-family Residential
East	R1-20	Single-Family Residential
West	Commercial General A (CG-A)/ Planned Residential Development Overlay (PRD)	Retail/Residential

Exhibits

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

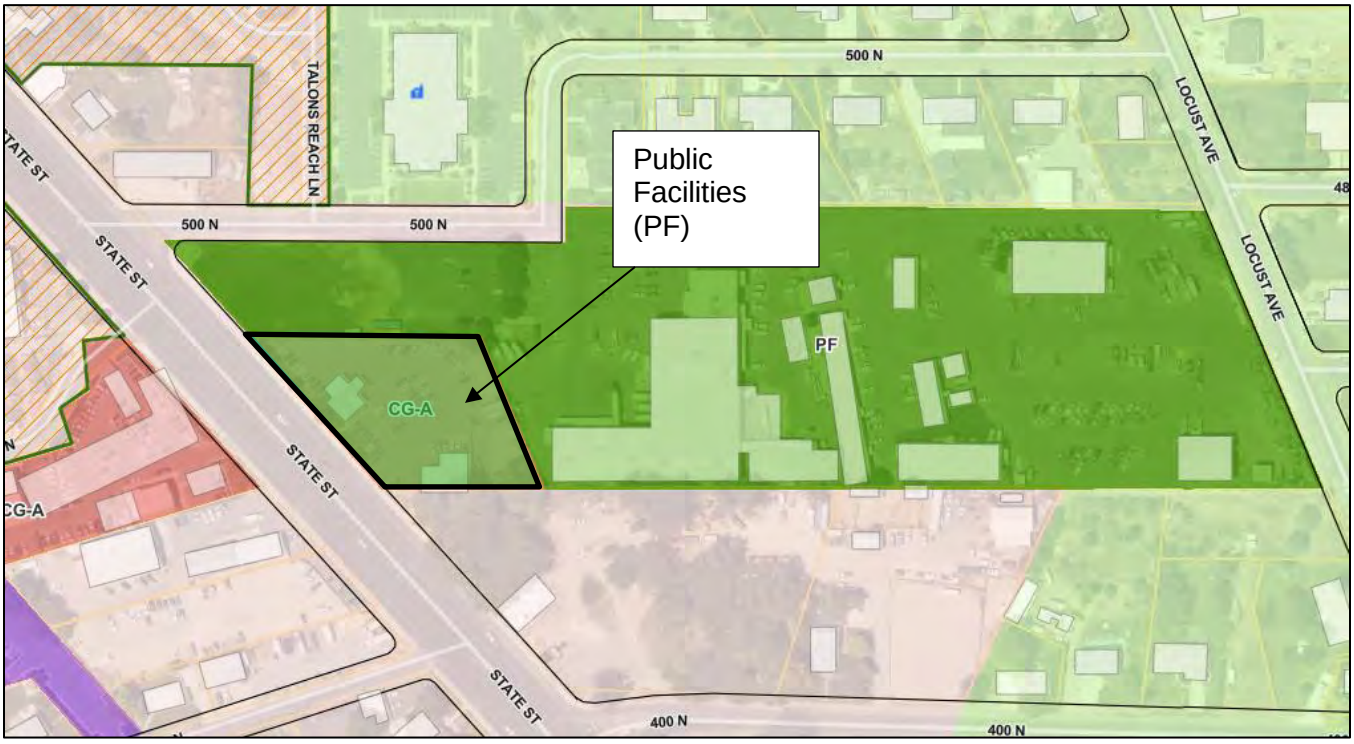
Exhibit 1: Current Zoning Map Designation



Commercial General A (CG-A)

Public Facilities (PF)

Exhibit 2: **Proposed Zoning Map Designation**



ORDINANCE NO. 2026-22-O

AN ORDINANCE OF THE CITY COUNCIL OF LINDON CITY, UTAH COUNTY, UTAH, AMENDING THE ZONING MAP ON A PORTION OF THE PROPERTY IDENTIFIED BELOW FROM TRANSIT/COMMERCIAL NODE TO PUBLIC FACILITY AND PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, on September 18, 2026, a land use application was submitted to Lindon City to amend a portion of the Lindon City General Plan Future Land Use Map on parcel #14:068:0263 from Transit/Commercial Node to Public Facilities; and

WHEREAS, on October 13, 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 general plan map amendment, and recommended that the City Council adopt the Community Facilities designation for the area highlighted in the maps associated with this ordinance; and

WHEREAS, the City Council finds that certain changes are desirous in order to implement the City's general plan goal to cooperate and advocate with Alpine School District to ensure the future need of schools and other public services are met; and

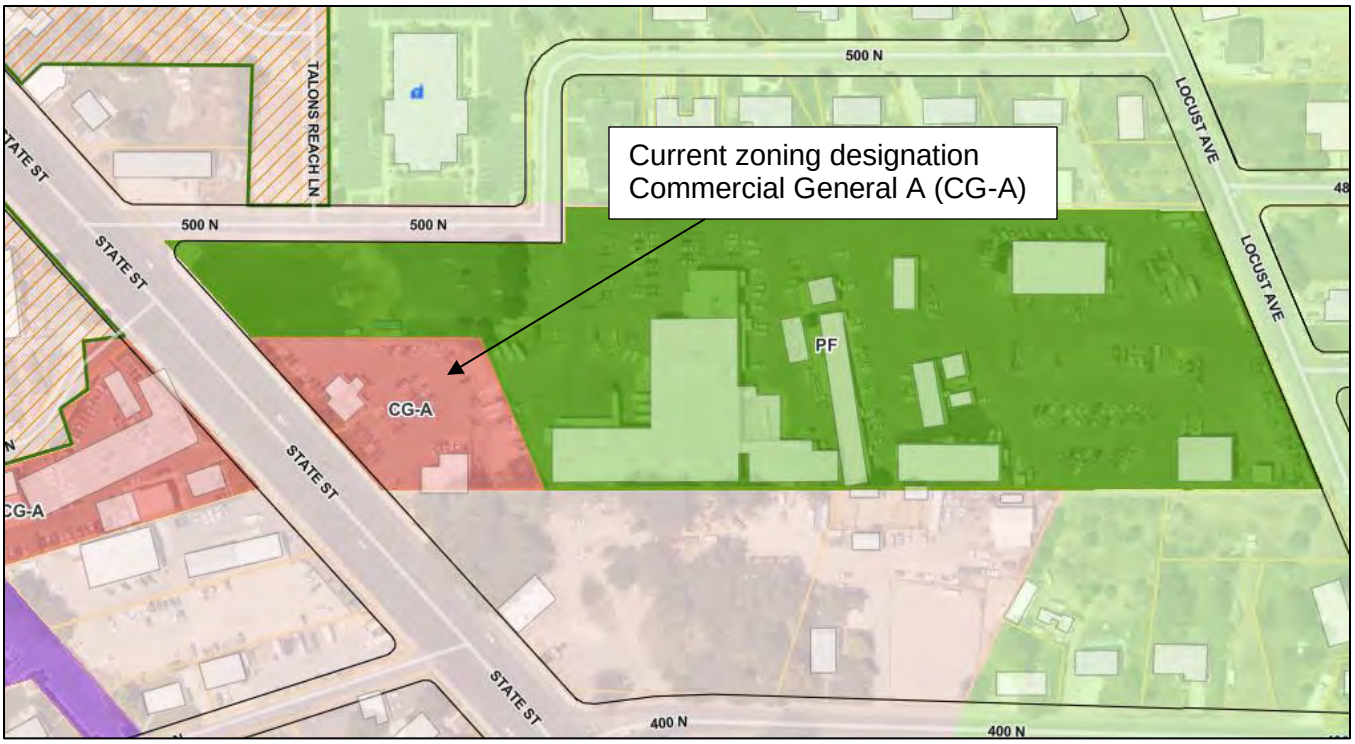
WHEREAS, the City Council finds that certain changes are desirous in order to implement the City's general plan goal to ensure community facility and infrastructure needs are met; and

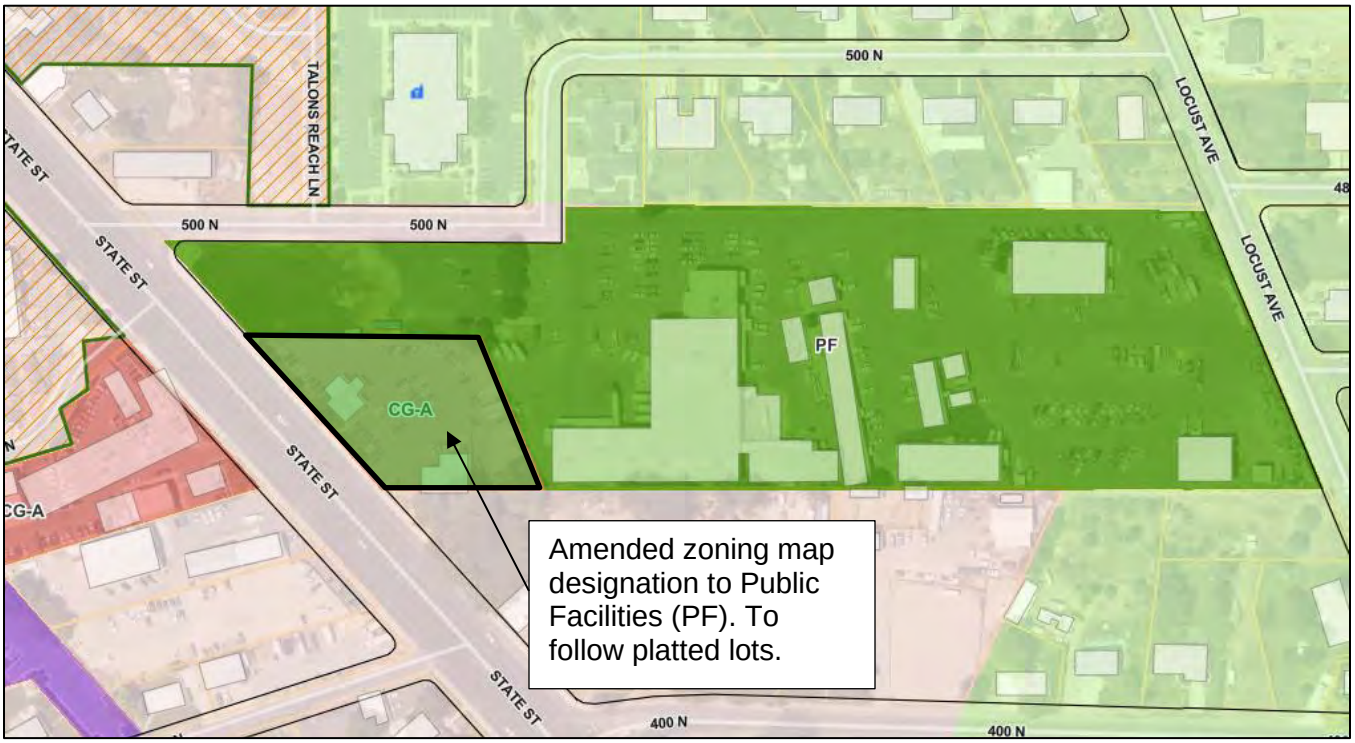
WHEREAS, the Lindon City Council has reviewed and considered the impact that the proposed ordinance may have on family health, stability, and formation; and
WHEREAS, the Council held a public meeting _____, 20__, to consider the recommendation and the Council received and considered all public comments that were made therein; and

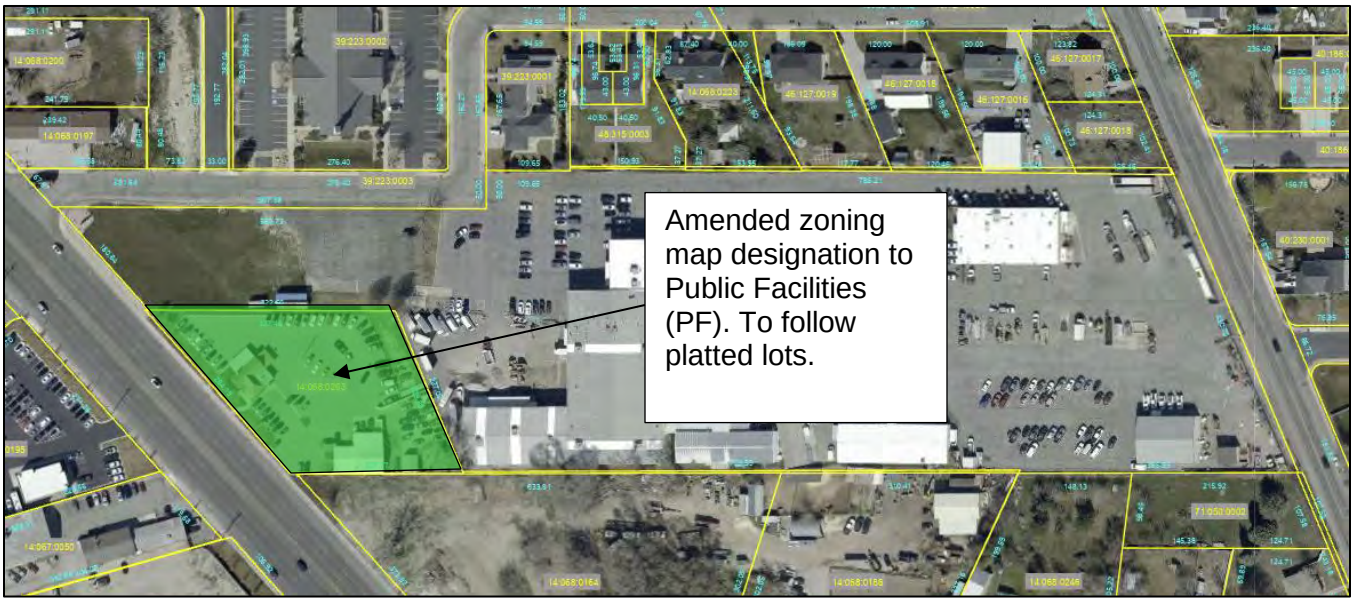
NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Lindon, Utah County, State of Utah, as follows:

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

Parcel ID	Property Owner	Address
14:068:0263	TIMPANOGOS SCHOOL DISTRICT	460 N State Street


Current zoning designation
Commercial General A (CG-A)
TALONS REACH LN
500 N
500 N
500 N
LOCUST AVE
LOCUST AVE
STATE ST
STATE ST
STATE ST
STATE ST
PF
CG-A
CG-A
400 N
400 N


Amended zoning map designation to Public Facilities (PF). To follow platted lots.
TALONS REACH LN
500 N
500 N
500 N
LOCUST AVE
LOCUST AVE
STATE ST
STATE ST
STATE ST
STATE ST
PF
CG-A
CG-A
400 N
400 N



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

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

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

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

_____
Carolyn O. Lundberg, Mayor

ATTEST:

_____
Britni Laidler,
Lindon City Recorder

SEAL

11. **Review & Action: General Plan Street Master Plan Map Amendment – Future Cul-de-sac Street; Ordinance #2026-20-O.** The Council will review a request by Brook Blackhurst for an amendment to the Lindon City General Plan Street Master Plan Map to include a future cul-de-sac street on the Lindon City General Plan Street Master Plan Map. The Planning Commission recommends approval of the request.

    See attached staff report materials.

    Sample Motion: I move to (approve, continue, deny) Ordinance #2026-20-O (as presented or amended).

General Plan Street Master Plan Map Amendment

Date: November 2, 2026

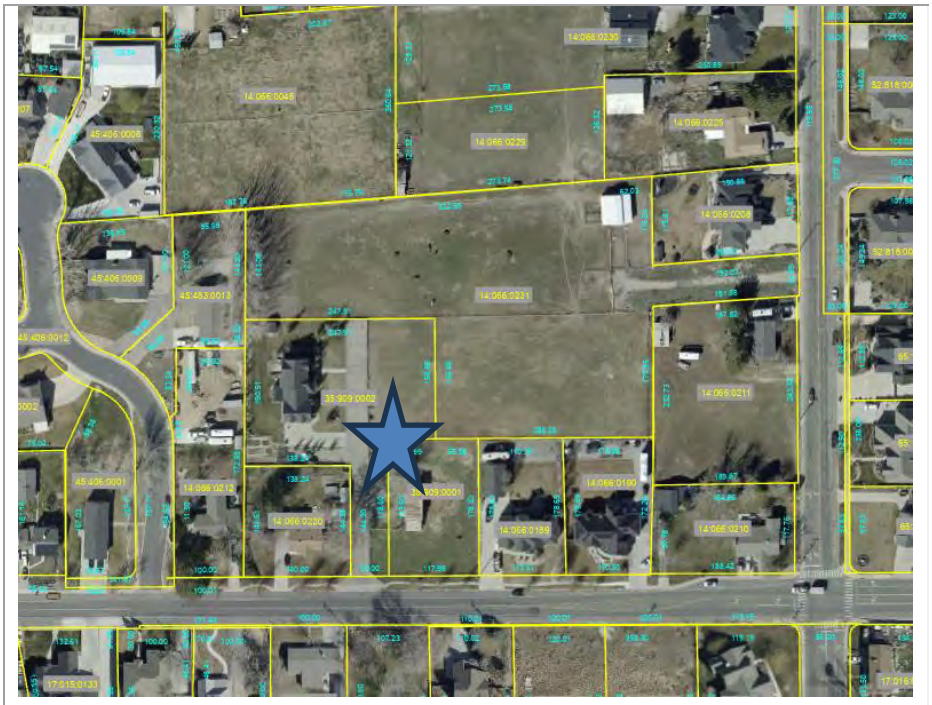
Applicant: Brook Blackhurst

City File Number: 26-049-6

Type of Decision: Legislative
Council Action Required: Yes

Presenting Staff: Michael Florence

Council Action Required: Yes, the Planning Commission recommended approval.



Summary of Key Issues

1. Whether to approve a request to amend the Lindon City Street Master Plan map to add a future cul-de-sac street.

Overview

- Brook Blackhurst was recently approved for a one-lot subdivision to create a new residential lot at 480 W. 200 S.
- The applicant has previously planned for a future public street to be located on the property to accommodate future residential development. The applicant previously installed a sewer line to accommodate the anticipated future development.
- During the City's review of the final approval for the one-lot subdivision, it was determined that the applicant was approximately 0.6 water shares short of the required water shares for the property.
- When calculating required water shares, the City excludes the area of public rights-of-way from the calculation. Because the applicant has already planned for a future street by installing additional sewer infrastructure, preserving street frontage along 200 S., and designing the new home at 480 W. with the appropriate corner setbacks, the City recommended that, rather than providing the additional water shares, the applicant submit an application to amend the Street Master Plan Map to identify the future street.
- The proposed future street would provide the additional public right-of-way area that would otherwise be included in the water-share calculation and would account for the approximately 0.6 water shares that would otherwise be required for the development.

Motion

I move to (approve, deny, or continue) Ordinance 2026-20-O to amend the Lindon City General Plan Street Master Plan Map for a new cul-de-sac street at approximately 490 W. 200 S. with the following conditions:

1. All items of the staff report

Exhibits

1. Aerial Photo
2. Street master plan map with proposed road
3. Recently approved subdivision plat map for the new lot at 480 W. 200 S.
4. Sewer Map
5. Ordinance

Exhibit 1

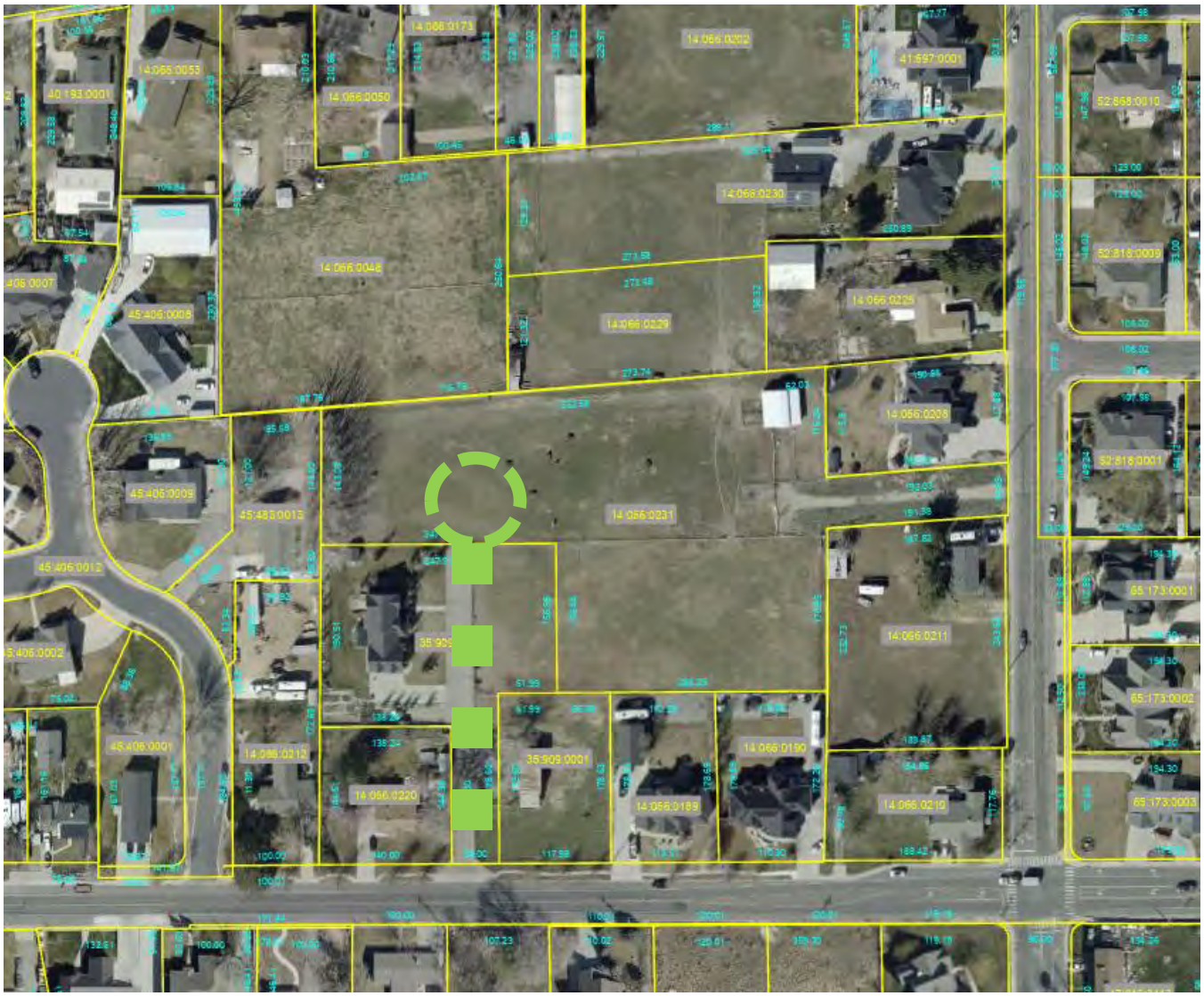
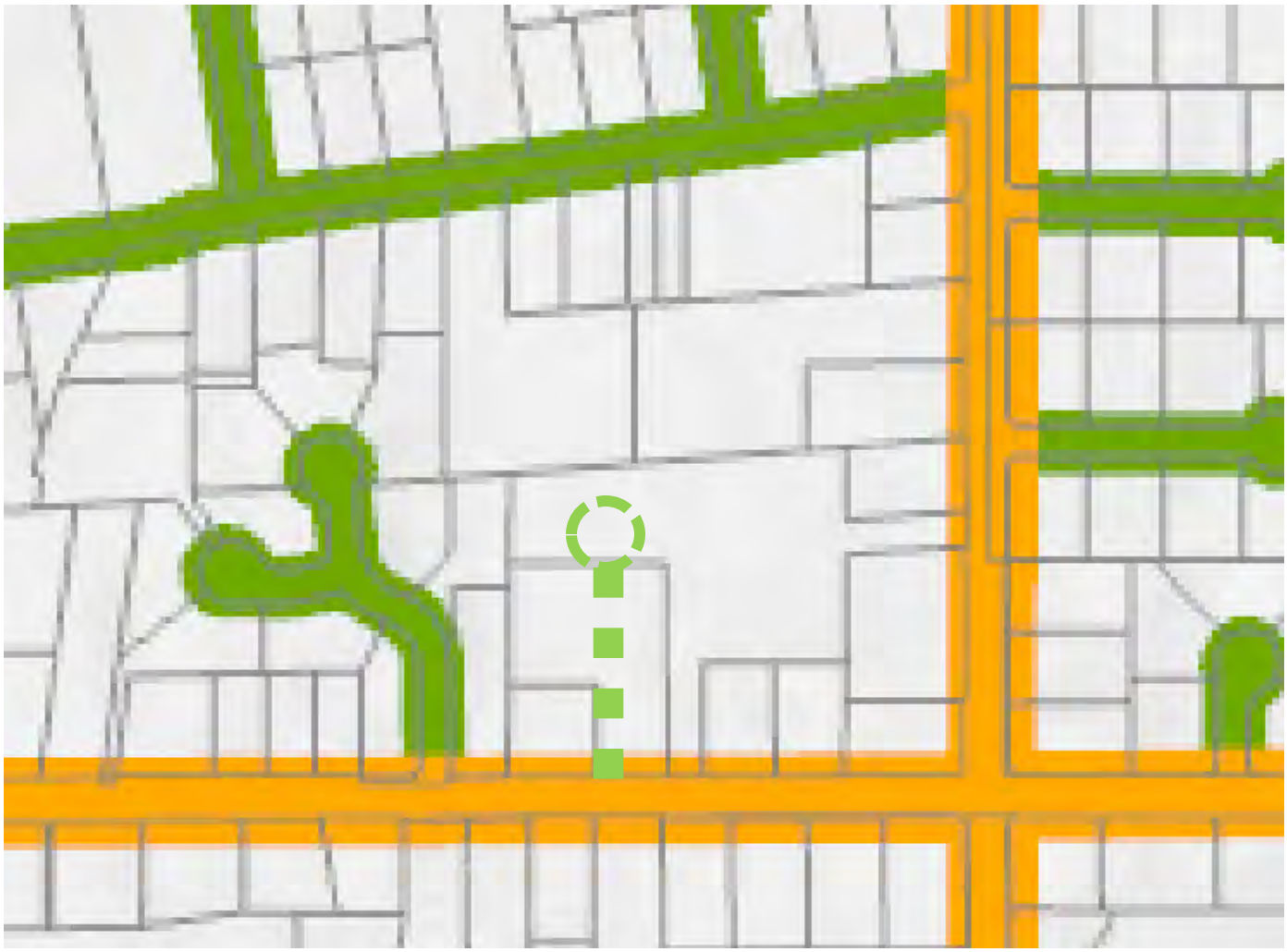
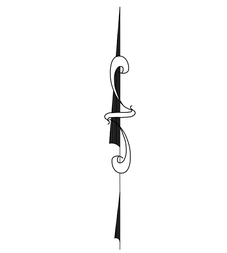


Exhibit 2



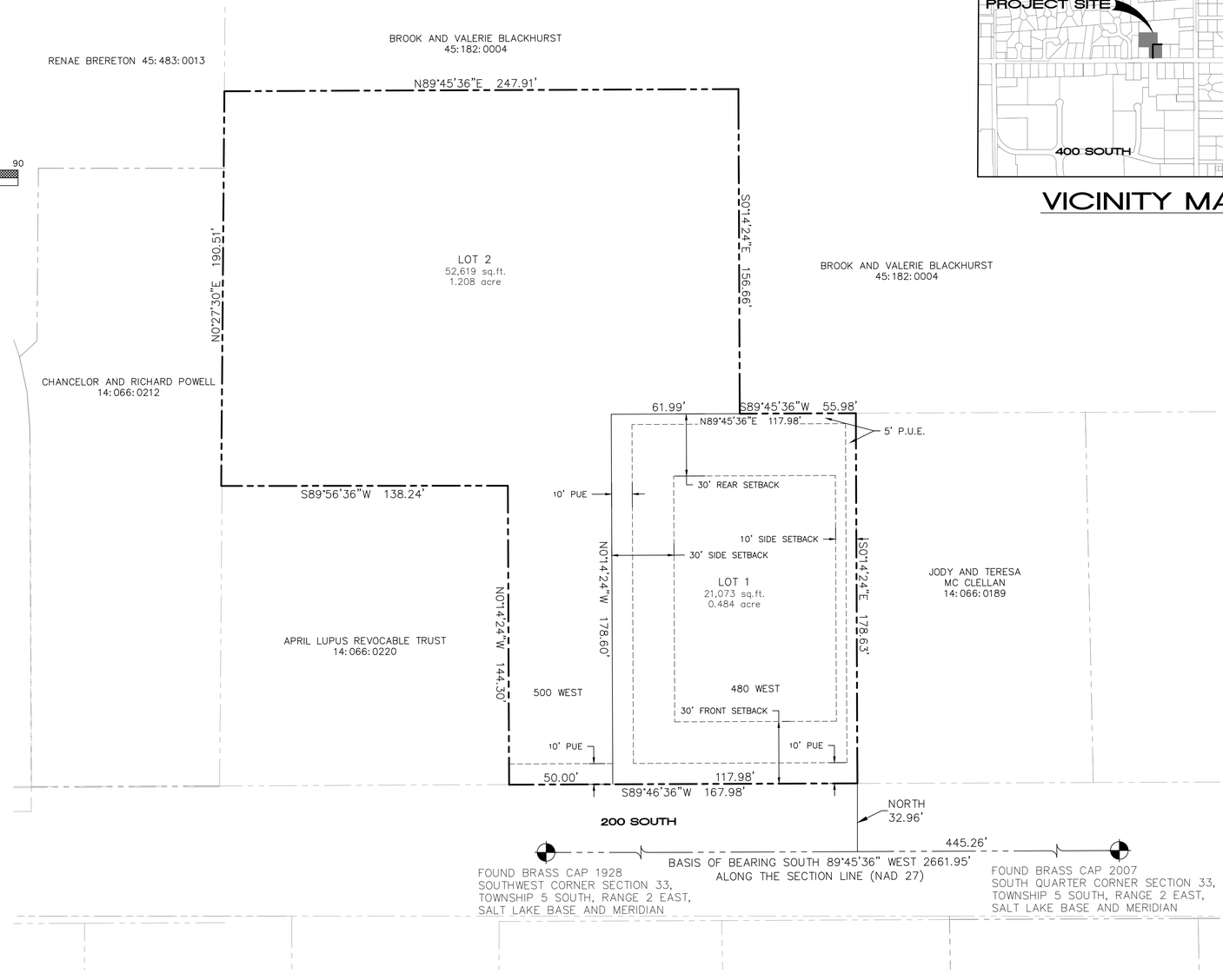
BLACKHURST MANOR PLAT "A"

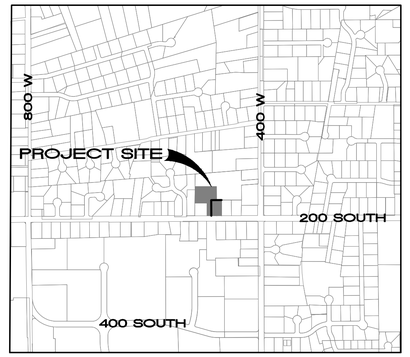
INCLUDING A VACTATION OF LUPUS ESTATES PLAT A
LOCATED IN SECTION 33, TOWNSHIP 5 SOUTH,
RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN
LINDON, UTAH COUNTY, UTAH



0 30 60 90

SCALE: 1" = 30'





VICINITY MAP

SURVEYOR'S CERTIFICATE

I, TRAVIS TRANE, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR AND THAT I HOLD LICENSE NO. 5152741, IN ACCORDANCE WITH TITLE 58, CHAPTER 22 OF THE PROFESSIONAL ENGINEERS AND LAND SURVEYORS LICENSING ACT. I FURTHER CERTIFY THAT BY AUTHORITY OF THE OWNERS, A SURVEY WAS COMPLETED IN ACCORDANCE WITH SECTION 17-23-17. I FURTHER CERTIFY THAT I HAVE VERIFIED ALL MEASUREMENTS AND THAT MONUMENTS HAVE BEEN PLACED AS SHOWN ON THIS PLAT, I HEREBY STATE THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, BELIEF AND IN MY PROFESSIONAL OPINION.

_____ _____
(SURVEYOR), P.L.S. DATE

BOUNDARY DESCRIPTION

Beginning at a point on the South line of Warranty Deed Entry No. 90093:2004 which is South 89°45'36" West 445.26 feet along the section line and North 32.96 feet from the South Quarter Corner of Section 33, Township 5 South, Range 2 East, Salt Lake Base and Meridian: thence along said Warranty Deed the following three courses 1) South 89°46'36" West 167.98 feet along the North right of way for 200 South Street; 2) North 00°14'24" West 144.30 feet; 3) South 89°56'36" West 138.24 feet; thence North 00°27'30" East 190.51 feet; thence North 89°45'36" East 247.91 feet; thence South 00°14'24" East 156.66 feet; thence North 89°45'36" East 55.98 feet; thence South 00°14'24" East 178.63 feet to the point of beginning.

Parcel contains: 1.692 acres.

OWNER'S DEDICATION

Know all men by these presents that the undersigned are the owners of the above described tract of land, and hereby cause the same to be divided into lots, parcels and streets, together with easements as set forth to be hereafter known as BLACKHURST MANOR PLAT "A" and do hereby dedicate for the perpetual use of the public all roads and other areas shown on this plat as intended for public use. The undersigned owners also hereby convey to any and all public utility companies a perpetual, non-exclusive easement over the public utility easements shown on this plat, the same to be used for the installation, maintenance and operation of utility lines and facilities.

IN WITNESS HEREOF WE HAVE HEREUNTO SET OUR HANDS THIS_____ DAY OF_____, A.D. 20 ____

_____ _____
BROOK T BLACKHURST VALERIE BLACKHURST

ACKNOWLEDGEMENT

STATE OF UTAH)
: S.S.
COUNTY OF UTAH)

ON THE_____ DAY OF_____, A.D. 20___ PERSONALLY APPEARED BEFORE ME THE SIGNERS OF THE FOREGOING DEDICATION WHO DULY ACKNOWLEDGE TO ME THAT THEY DID EXECUTE THE SAME.

NOTARY _____ _____
NOTARY PUBLIC SIGNATURE
COMMISSION # _____
MY COMMISSION EXPIRES _____
A NOTARY PUBLIC COMMISSIONED IN UTAH

ACCEPTANCE BY LEGISLATIVE BODY

THE CITY OF LINDON, COUNTY OF UTAH, APPROVES THIS SUBDIVISION AND HEREBY ACCEPTS THE DEDICATION OF ALL STREETS; EASEMENTS, AND OTHER PARCELS OF LAND INTENDED FOR PUBLIC PURPOSES FOR THE PERPETUAL USE OF THE PUBLIC THIS _____ DAY OF _____, 2026

_____ _____
APPROVED BY MAYOR APPROVED BY CITY ATTORNEY

_____ _____
APPROVED BY CITY ENGINEER (See Seal Below) ATTEST BY CITY RECORDER (See Seal Below)

_____ _____
PLANNING COMMISSION CHAIR COMMUNITY DEVELOPMENT DIRECTOR

PLAT "A"

BLACKHURST MANOR

INCLUDING A VACATION OF LUPUS ESTATES PLAT A
LOCATED IN SECTION 33, TOWNSHIP 5 SOUTH,
RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN
LINDON, UTAH COUNTY, UTAH
A RESIDENTIAL SUBDIVISION

LINDON, UTAH COUNTY, UTAH
SCALE: 1"= 30 FEET

Notice of Lindon City Multiple Family Housing Ordinance
All potential buyers of lots within this plat are hereby noticed of the Lindon City R2 Overlay Ordinance. Under this ordinance there is potential for small localized multifamily housing projects in this neighborhood consisting of single family planned unit developments, duplexes, triplexes and accessory apartments. Conditions Covenants and Restriction (C.C.&R's) which prohibit this type of housing in specific subdivisions are considered illegal and in violation of Lindon City Code. Please contact the Lindon City Planning Department at (801) 785-7687 for details regarding this Ordinance.

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

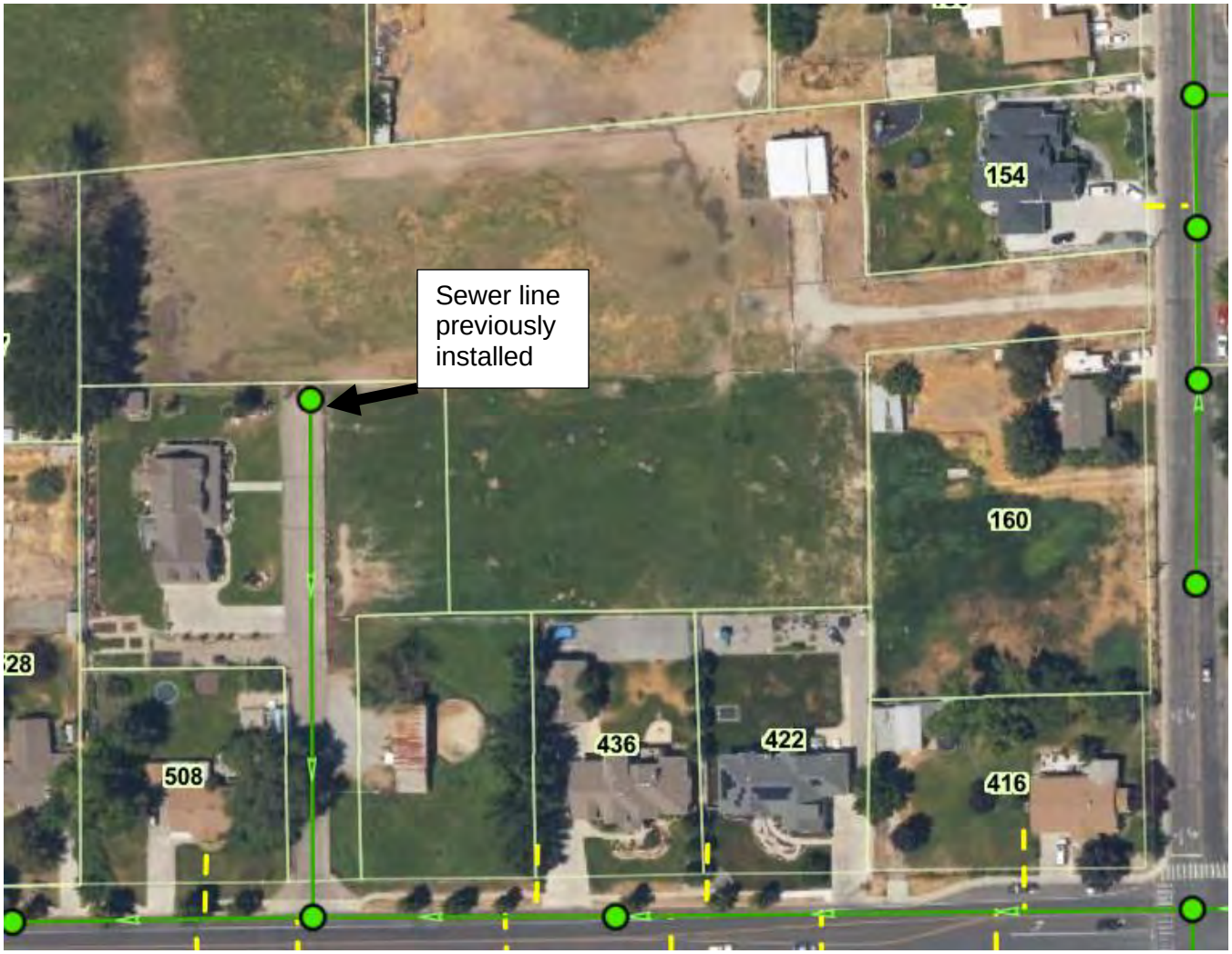
NOTE:
The 30' side setback on Lot 1 is required on a corner lot for the future public street that the owner wants to install when the remaining property is developed.

PREPARED FOR:
BROOK BLACKHURST
500 WEST 200 SOUTH
LINDON

PREPARED BY:
TRANE ENGINEERING
27 EAST MAIN STREET
LEHI, UT 84043
PHONE (801) 768-4544

SURVEYOR SEAL	CITY ENGINEER SEAL	CITY RECORDED SEAL	UTAH COUNTY RECORDING INFORMATION

Exhibit 4



ORDINANCE NO. 2026-20-O

AN ORDINANCE OF THE CITY COUNCIL OF LINDON CITY, UTAH COUNTY, UTAH, AMENDING THE LINDON CITY GENERAL PLAN STREET MASTER PLAN MAP TO INCLUDE A NEW STREET CUL-DE-SAC ROAD AT APPROXIMATELY 490 W. 200 S. AND PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, on September 22, 2026, a land use application was submitted to Lindon City to amend and include a new public street cul-de-sac on the General Plan Street Master Plan Map; and

WHEREAS, on October 13, 2026, the Planning Commission held a properly noticed public hearing to hear testimony regarding the General Plan amendment; and

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

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

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

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

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

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

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

Exhibit A – Cul-de-Sac Street to be added to the General Plan Street Master Plan Map

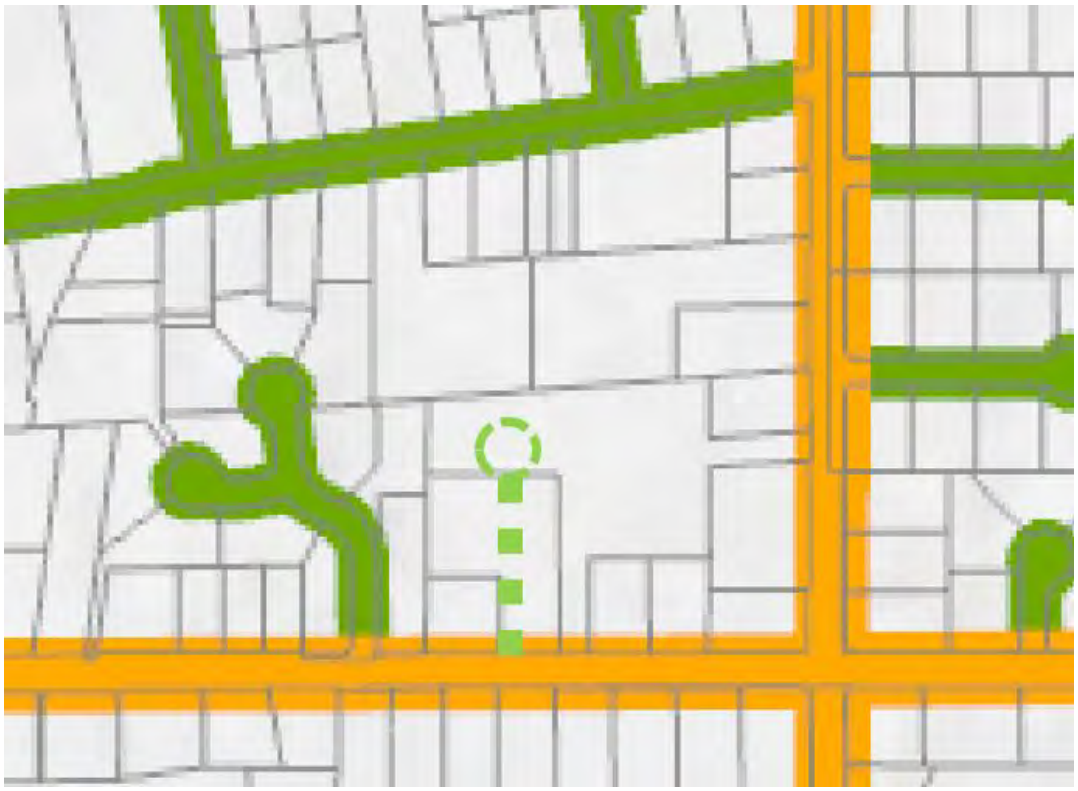
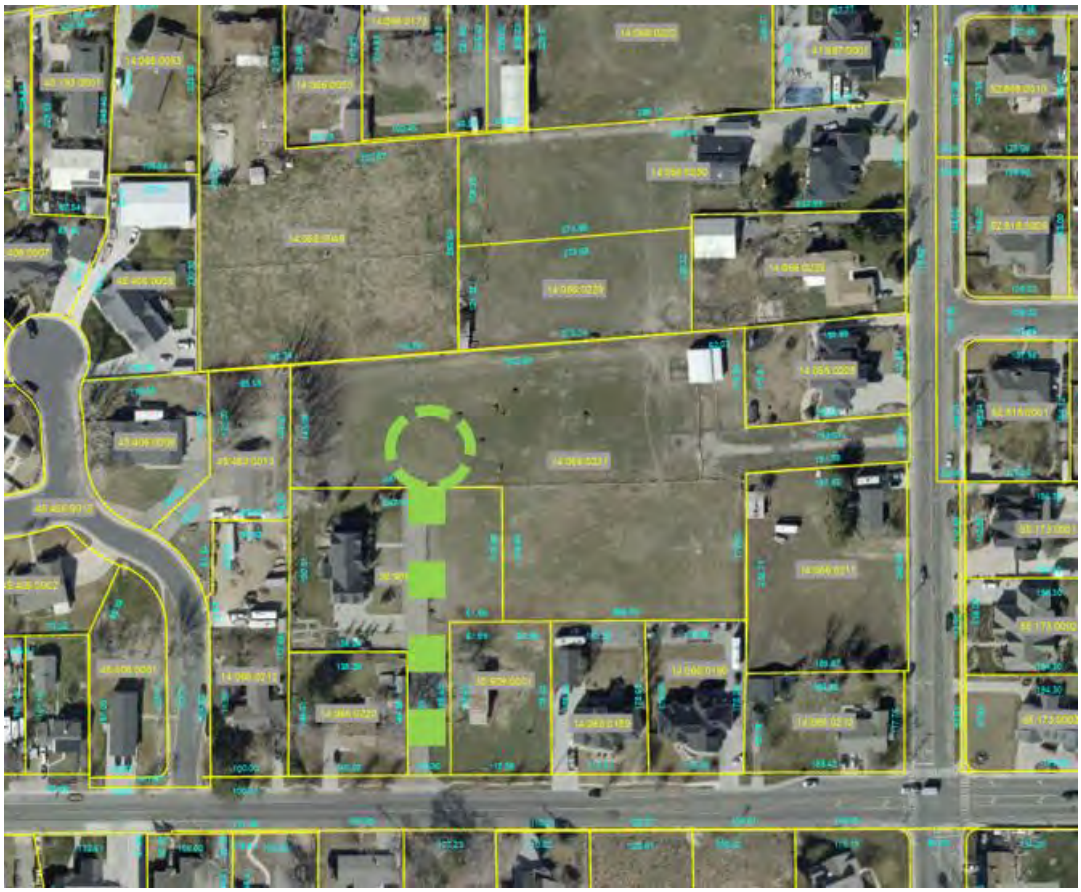


Exhibit B – Aerial photo showing the street cul-de-sac to be added by dashed lines



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

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

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

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

_____
Carolyn O. Lundberg, Mayor

ATTEST:

_____
Britni Laidler,
Lindon City Recorder

SEAL

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

Sample Motion: I move to recess the Lindon City Council meeting and convene as the Lindon City RDA.

See RDA Agenda

1. **RDA: Call to Order / Roll Call**
2. **RDA: Approval of Minutes —** The minutes of the regular Lindon City Redevelopment Agency meeting of October 5, 2026 will be reviewed.

Notice of Meeting of the *Lindon City Redevelopment Agency (RDA)*

The Lindon City Redevelopment Agency will hold a meeting at 5:15 pm, or as soon thereafter as possible, on **Monday, November 2, 2026** in the Lindon City Center Council Chambers, 100 North State Street, Lindon, Utah. Meetings are typically broadcast live at www.youtube.com/user/LindonCity. The agenda will consist of the following:

Scan or click here for link to download agenda & staff report materials:

Conducting: Carolyn Lundberg, Chair

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

2. **Review of Minutes** – The minutes of the RDA meeting of October 5, 2026 will be reviewed.

3. **Review & Action: 700 North Property Purchase; Series 2026 Bonds, Parameters Resolution #2026-9-RDA.** Consideration for adoption of a resolution of the Board of Directors of the Lindon City Redevelopment Agency authorizing the issuance and sale of Sales Tax and Tax Increment Revenue Bonds, Series 2026 in the aggregate principal amount of not to exceed $8,000,000; and related matters.

4. **Public Hearing: FY2026-27 Budget amendment; Resolution #2026-10-RDA.** The RDA Board will review and consider proposed amendments to the FY2026-27 RDA Budget.

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: **October 30, 2026**; **Time: 9:00 a.m.**; Place: Lindon City Center, Lindon Police Dept., Lindon Community Development, Lindon Public Works, Lindon Community Center, Lindon Justice Court

The Lindon City Redevelopment Agency held a meeting on **Monday, October 5, 2026** beginning at approximately 6:18 pm in the Lindon City Center, City Council Chambers, 100 North State Street, Lindon, Utah.

Conducting: Carolyn Lundberg, Chairman

PRESENT	**ABSENT**
Carolyn Lundberg, Chairman	Steve Stewart, Boardmember
Cole Hooley, Boardmember	
Van Broderick, Boardmember	
Jake Hoyt, Boardmember	
Steve Stewart, Boardmember	
Lincoln Jacobs, Boardmember	
Brian Haws, City Attorney	
Adam Cowie, Executive Secretary	
Britni Laidler, Recorder	

COUNCILMEMBER BRODERICK MOVED TO RECESS THE MEETING OF THE LINDON CITY COUNCIL AND CONVENE THE MEETING OF THE LINDON CITY REDEVELOPMENT AGENCY AT 8;55 P.M. COUNCILMEMBER JACOBS SECONDED THE MOTION. ALL PRESENT VOTED IN FAVOR. THE MOTION CARRIED.

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

Boardmember Broderick	Aye
Boardmember Jacobs	Aye
Boardmember Hoyt	Aye
Boardmember Hooley	Aye

2. **Review of Minutes** – The minutes of the RDA meeting of June 15, 2026 were reviewed.

BOARDMEMBER HOYT MOVED TO APPROVE THE MINUTES OF THE LINDON CITY RDA MEETING OF JUNE 15, 2026 AS PRESENTED. BOARDMEMBER BRODERICK SECONDED THE MOTION. THE VOTE WAS RECORDED AS FOLLOWS:

BOARDMEMBER BRODERICK	AYE
BOARDMEMBER JACOBS	AYE
BOARDMEMBER HOYT	AYE
BOARDMEMBER HOOLEY	AYE

THE MOTION CARRIED UNANIMOUSLY.

CURRENT BUSINESS –

3. **Review & Action: RDA Resolution #2026-8-RDA;** intent to purchase real property within the 700 North CDA for economic development purposes.

Executive secretary Cowie presented the Resolution to the Board, noting that this proposal would allow for the RDA to purchase property within the 700 North CDA. The

RDA currently has another property in this area also. The city has coordinated with the property owners regarding the purchase of this property. He noted water shares have already been turned in on this property.

Chairmember Lundberg called for any further comments or discussion from the board. Hearing no further comments, he called for a motion.

BOARDMEMBER JACOBS MOVED TO APPROVE RESOLUTION #2026-8-RDA AS PRESENTED BOARDMEMBER BRODERICK SECONDED. THE VOTE WAS RECORDED AS FOLLOWS:

BOARDMEMBER BRODERICK	AYE
BOARDMEMBER JACOBS	AYE
BOARDMEMBER HOOLEY	AYE
BOARDMEMBER HOYT	AYE

THE MOTION CARRIED UNANIMOUSLY.

ADJOURN -

BOARDMEMBER HOYT MOVED TO ADJOURN THE MEETING OF THE LINDON CITY RDA AND RE-CONVENE THE MEETING OF THE LINDON CITY COUNCIL AT 9:00 P.M. BOARDMEMBER BRODERICK SECONDED THE MOTION. ALL PRESENT VOTED IN FAVOR. THE MOTION CARRIED.

Approved – November 2, 2026

_____

Adam Cowie, Executive Secretary

_____

Carolyn O. Lundberg,
Chairman

DRAFT

3. **RDA – Review & Action: 700 North Property Purchase; Series 2026 Bonds, Parameters Resolution #2026-9-RDA.** Consideration for adoption of a resolution of the Board of Directors of the Lindon City Redevelopment Agency authorizing the issuance and sale of Sales Tax and Tax Increment Revenue Bonds, Series 2026 in the aggregate principal amount of not to exceed $8,000,000; and related matters.

Sample Motion: I move to (*approve, deny, continue*) Resolution #2026-9-RDA (*as presented, with amendments*).

NOTICE OF SPECIAL MEETING
TO THE MEMBERS OF THE BOARD OF DIRECTORS OF THE LINDON CITY REDEVELOPMENT AGENCY

NOTICE IS HEREBY GIVEN that a special meeting of the Board of Directors (the "Board") of the Lindon City Redevelopment Agency (the "Agency") will be held at the Board's regular meeting place on November 2, 2026, for the purpose of authorizing the issuance and sale of the Agency's Sales Tax and Tax Increment Revenue Bonds, Series 2026, in a total principal amount of not more than $8,000,000 and related matters, and for the transaction of such other business incidental to the foregoing as may come before said meeting.

_____
City Recorder

ACKNOWLEDGMENT OF NOTICE
AND CONSENT TO SPECIAL MEETING

We, the Chair, Vice Chair and Board Members of the Board of the Agency, do hereby acknowledge receipt of the foregoing Notice of Special Meeting, and we hereby waive any and all irregularities, if any, in such notice and in the manner of service thereof upon us and consent and agree to the holding of such special meeting at the time and place specified in said notice, and to the transaction of any and all business which may come before said meeting.

_____
Chair

_____
Vice Chair

_____
Boardmember

_____
Boardmember

_____
Boardmember

_____
Boardmember

Lindon, Utah

November 2, 2026

The Board of Directors (the "Board") of the Lindon City Redevelopment Agency (the "Agency"), met in special session at the regular meeting place of the Board, on November 2, 2026, at the hour of 5:15 p.m., with the following members of the Board being present:

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

Also present:

Adam Cowie	Executive Secretary
Britni Laidler	City Recorder
Kristen Aaron	Finance Director

Absent:

After the meeting had been duly called to order and after other matters not pertinent to this resolution had been discussed, the following Resolution was introduced in written form along with a Certificate of Compliance with Open Meeting Law with respect to this November 2, 2026, meeting, a copy of which is attached hereto as Exhibit A.

The following resolution was then introduced in writing, was fully discussed, and pursuant to motion duly made by Boardmember _____ and seconded by Boardmember _____ was adopted by the following vote:

AYE:

NAY:

The resolution was then signed by the Chair and recorded in the official records of the Lindon City Redevelopment Agency. The Resolution is as follows:

RESOLUTION NO. 2026-9-RDA

A RESOLUTION OF THE BOARD OF DIRECTORS (THE "BOARD") OF THE LINDON CITY REDEVELOPMENT AGENCY (THE "AGENCY") AUTHORIZING THE ISSUANCE AND SALE OF THE AGENCY'S SALES TAX AND TAX INCREMENT REVENUE BONDS, SERIES 2026 (IN ONE OR MORE SERIES AND WITH SUCH ADDITIONAL OR ALTERNATE DESIGNATIONS AS THE AGENCY MAY DETERMINE) IN THE AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED $8,000,000 (THE "SERIES 2026 BONDS"); FIXING THE MAXIMUM AGGREGATE PRINCIPAL AMOUNT OF THE SERIES 2026 BONDS, THE MAXIMUM NUMBER OF YEARS OVER WHICH THE SERIES 2026 BONDS MAY MATURE, THE MAXIMUM INTEREST RATE WHICH THE SERIES 2026 BONDS MAY BEAR, AND THE MAXIMUM DISCOUNT FROM PAR AT WHICH THE SERIES 2026 BONDS MAY BE SOLD; DELEGATING TO CERTAIN OFFICERS OF THE AGENCY AND THE CITY THE AUTHORITY TO APPROVE THE FINAL TERMS AND PROVISIONS OF THE SERIES 2026 BONDS WITHIN THE PARAMETERS SET FORTH HEREIN INCLUDING THE TIME AND METHOD OF SALE AND SELECTION OF AN UNDERWRITER/PURCHASER; PROVIDING FOR THE PUBLICATION OF A NOTICE OF BONDS TO BE ISSUED; PROVIDING FOR THE RUNNING OF A CONTEST PERIOD; AUTHORIZING AND APPROVING THE EXECUTION OF A GENERAL INDENTURE OF TRUST, A SUPPLEMENTAL INDENTURE OF TRUST, A BOND PURCHASE AGREEMENT, AN INTERLOCAL SALES TAX PLEDGE AGREEMENT, AND OTHER DOCUMENTS REQUIRED IN CONNECTION THEREWITH; AUTHORIZING THE TAKING OF ALL OTHER ACTIONS NECESSARY TO THE CONSUMMATION OF THE TRANSACTIONS CONTEMPLATED BY THIS RESOLUTION; AND RELATED MATTERS.

WHEREAS, the Lindon City Redevelopment Agency (the "Agency") is a redevelopment agency (a public body, corporate and politic) duly created and established by Lindon City, Utah (the "City"), and authorized to transact business and exercise its powers, all under and pursuant to the Limited Purpose Local Government Entities–Community Reinvestment Agency Act, Title 17C, Chapters 1-6, Utah Code Annotated 1953, as amended (the "Redevelopment Act"); and

WHEREAS, a project area plan (the "CDA Plan") for the Lindon 700 North Community Development Area (the "Project Area") has heretofore been adopted and approved and all requirements of law for, and precedent to, the adoption and approval of said plan have been duly complied with; and

WHEREAS, the Agency and Lindon City, Utah (the "City") are desirous to issue bonds for the purpose of financing land acquisition and improvements permitted under the CDA Plan and related improvements (the "Project") located within the Project Area; and

WHEREAS, the Agency has determined that it would be in furtherance of its public purposes to issue not to exceed $8,000,000 of bonds to be designated "Sales Tax and Tax

Increment Revenue Bonds, Series 2026" (or such other name and series designation determined by the Agency) (the "Series 2026 Bonds") for the purpose of (i) financing the Project, (ii) funding a debt service reserve fund (if necessary), and (iii) paying the costs associated with the issuance of the Series 2026 Bonds pursuant to (a) the Redevelopment Act; (b) this Resolution; (c) a General Indenture of Trust and a Supplemental Indenture (collectively, the "Indenture"), each between the Agency and a trustee (the "Trustee") to be selected by the Designated Officers, and (d) an Interlocal Sales Tax Pledge Agreement (the "Pledge Agreement") between the Agency and the City, in substantially the forms presented to the meeting at which this Resolution was adopted and which are attached hereto as Exhibits B and C; and

WHEREAS, there has been presented to the Board at this meeting a form of a bond purchase agreement (the "Bond Purchase Agreement") to be entered into between the Agency and the underwriter or purchaser for the Series 2026 Bonds (the "Underwriter/Purchaser") to be selected by the Designated Officers (as defined below), in substantially the form attached hereto as Exhibit D; and

WHEREAS, pursuant to the CDA Plan and the Redevelopment Act, the Agency anticipates receiving certain tax increment revenues with respect to the CDA Plan (the "Tax Increment Revenues") and sales tax revenues from the City (the "Sales Tax Revenues") and the Agency desires to pledge the Tax Increment Revenues and the Sales Tax Revenues to the payment of the Series 2026 Bonds authorized hereunder; and

WHEREAS, the Series 2026 Bonds shall be payable solely from the Tax Increment Revenues, the Sales Tax Revenues and other revenues identified in the Indenture (collectively, the "Revenues"); and

WHEREAS, pursuant to the Pledge Agreement, the City agrees to pledge to the Agency its Sales Tax Revenues as described in the Pledge Agreement; and

WHEREAS, in order to allow the Agency flexibility in setting the pricing date of the Series 2026 Bonds to optimize debt service costs to the Agency, the Board desires to grant to any two of the Chair or Vice Chair of the Board (or their designees), the Executive Secretary or the Finance Director (each a "Designated Officer") of the authority to (a) determine whether all or a portion of the Series 2026 Bonds should be sold pursuant to a private placement or a public offering; (b) approve the principal amounts, interest rates, terms, maturities, redemption features, and purchase price at which the Series 2026 Bonds shall be sold; (c) select the Underwriter/Purchaser; and (d) make any changes with respect thereto from those terms which were before the Board at the time of adoption of this Resolution, provided such terms do not exceed the parameters set forth for such terms in this Resolution (the "Parameters"); and

WHEREAS, the Redevelopment Act provides for the publication of a Notice of Bonds to be Issued thereby initiating the running of a contest period, and the City Recorder shall cause such notice to be published in compliance with the Redevelopment Act with respect to the Series 2026 Bonds; and

WHEREAS, the Redevelopment Act and the documents herein authorized to be signed by the Agency provide that the Series 2026 Bonds shall not constitute nor give rise to a general

obligation or liability of the Agency or be a charge against its general credit or the general credit or taxing powers of the City and that the Series 2026 Bonds will be payable from and secured by the Revenues;

NOW, THEREFORE, the Board of Directors of the Lindon City Redevelopment Agency does hereby resolve as follows:

Section 1. All terms defined in the foregoing recitals hereto shall have the same meanings when used herein.

Section 2. For the purpose of (a) financing the Project, (b) funding a deposit to a debt service reserve fund, if necessary, and (c) paying costs of issuance of the Series 2026 Bonds, the Agency hereby authorizes the issuance of the Series 2026 Bonds which shall be designated the "Lindon City Redevelopment Agency, Utah Sales Tax and Tax Increment Revenue Bonds, Series 2026" (to be issued from time to time, as one or more series, and with such other series or title designation(s) as may be determined), in the initial aggregate principal amount of not to exceed $8,000,000. The Series 2026 Bonds shall mature in not more than twenty years (20) years from their date or dates, shall be sold at a price not less than ninety-eight (98%) of the total principal amount thereof, shall bear interest at a tax-exempt or taxable rate or rates not to exceed eight and one-half percent (8.5%) per annum, as shall be approved by the Designated Officers, all within the parameters set forth herein. The issuance of the Series 2026 Bonds shall be subject to the final approval of bond counsel to the Agency and to the approval of the attorney for the agency.

Section 3. The Designated Officers are hereby authorized to specify and agree as to the documentation, method of sale, the final principal amounts, terms, discounts, maturities, interest rates, redemption features, and purchase price with respect to the Series 2026 Bonds for and on behalf of the Agency, provided that such terms are within the parameters set forth in this Resolution. The selection of the method of sale, the selection of the Underwriter/Purchaser and the determination of the final terms and redemption provisions for the Series 2026 Bonds by the Designated Officers shall be evidenced by the execution of the Bond Purchase Agreement if the Series 2026 Bonds are sold by private placement or a negotiated underwriting sale, in substantially the form attached hereto as Exhibit D, or terms certificate or similar document if the Series 2026 Bonds are sold at a competitive sale.

Section 4. The Indenture, the Pledge Agreement and the Bond Purchase Agreement, in substantially the forms presented to this meeting and attached hereto as Exhibits B, C and D, respectively, are hereby authorized, approved, and confirmed. The Chair and the City Recorder or their designees, are hereby authorized to execute and deliver the Indenture, the Bond Purchase Agreement and the Pledge Agreement in substantially the forms and with substantially the content as the forms presented at this meeting for and on behalf of the Agency, with final terms and documentation as may be established by the Designated Officers, in consultation with LRB Public Finance Advisors, Inc., as the Agency's municipal advisor, within the Parameters set forth herein, and with such alterations, changes or additions as may be necessary or as may be authorized by Section 5 hereof. The Designated Officers are hereby authorized to select the Underwriter/Purchaser. The execution of the Bond Purchase Agreement shall signify the Designated Officers' determination of the final terms and redemption provisions of the Series 2026 Bonds.

Section 5. The Designated Officers and other appropriate officials of the Agency are authorized to make any alterations, changes or additions to the Indenture, the Pledge Agreement, the Series 2026 Bonds, the Bond Purchase Agreement, or any other document herein authorized and approved which may be necessary to conform the same to the final terms of the Series 2026 Bonds (within the parameters set by this Resolution), to conform to any applicable bond insurance or reserve instrument or to remove the same, to correct errors or omissions therein, to complete the same, to remove ambiguities therefrom, or to conform the same to other provisions of said instruments, to the provisions of this Resolution or any resolution adopted by the Board or the provisions of the laws of the State of Utah or the United States.

Section 6. The form, terms, and provisions of the Series 2026 Bonds and the provisions for the signatures, authentication, payment, registration, transfer, exchange, redemption, and number shall be as set forth in the Indenture. The Chair and the City Recorder or their designees, are hereby authorized and directed to execute and seal the Series 2026 Bonds and to deliver said Bonds to the Trustee for authentication. The signatures of the Chair and the City Recorder or their designees, may be by facsimile or manual execution. The Series 2026 Bonds shall recite that the Series 2026 Bonds are issued under the authority of the Constitution of the State of Utah, the Redevelopment Act, and other applicable law.

Section 7. The Designated Officers and other appropriate officials of the Agency are hereby authorized and directed to execute and deliver to the Trustee the written order of the Agency for authentication and delivery of the Series 2026 Bonds in accordance with the provisions of the Indenture.

Section 8. Upon their issuance, the Series 2026 Bonds will constitute special limited obligations of the Agency payable solely from and to the extent of the sources set forth in the Series 2026 Bonds and the Indenture. No provision of this Resolution, the Indenture, the Pledge Agreement, the Series 2026 Bonds, or any other instrument, shall be construed as creating a general obligation of the Agency or the City, or of creating a general obligation of the State of Utah or any political subdivision thereof, or as incurring or creating a charge upon the general credit of the Agency or its taxing powers.

Section 9. The Designated Officers and other appropriate officials of the Agency, and each of them, are hereby authorized and directed to execute and deliver for and on behalf of the Agency any or all additional certificates, documents and other papers and to perform all other acts they may deem necessary or appropriate in order to implement and carry out the matters authorized in this Resolution and the documents authorized and approved herein.

Section 10. After the Series 2026 Bonds are delivered by the Trustee to the Underwriter/Purchaser, and upon receipt of payment therefor, this Resolution shall be and remain irrepealable until the principal of, premium, if any, and interest on the Series 2026 Bonds are deemed to have been duly discharged in accordance with the terms and provisions of the Indenture.

Section 11. In accordance with the provisions of the Redevelopment Act, the Chair shall cause a "Notice of Bonds to be Issued" in substantially the form attached hereto as Exhibit E to be published (a) as a Class A notice under Section 63G-30-102 Utah Code Annotated 1953, as amended ("Utah Code") (i) on the Utah Public Notice Website created under Section 63A-16-601,

Utah Code; (ii) on the City's official website; and (iii) in a public location within the Project Area that is reasonably likely to be seen by residents within the Project Area and (b) as required by Section 45-1-101, Utah Code. The City Recorder shall also cause a copy of this Resolution (together with all exhibits hereto) to be kept on file in the principal office of the Agency for public examination during the regular business hours of the Agency until at least thirty (30) days from and after the initial date of publication thereof.

Section 12. It is hereby declared that all parts of this resolution are severable and that if any section, paragraph, clause or provision of this resolution shall, for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of any such section, paragraph, clause or provision shall not affect the remaining provisions of this resolution.

Section 13. The Chair, the City Recorder and other officers of the Agency are hereby authorized to execute all documents and take such action as they may deem necessary or advisable in order to carry out and perform the purpose of this resolution and the execution or taking of such action shall be conclusive evidence of such necessity or advisability. All action heretofore taken by the Agency, its officers and employees, with respect to the issuance and sale of the Series 2026 Bonds is hereby ratified and confirmed. Any action authorized by this Resolution to be taken by the Chair be taken by the Vice Chair in the absence of the Chair.

Section 14. All resolutions, orders and regulations or parts thereof heretofore adopted or passed which are in conflict herewith are, to the extent of such conflict, hereby repealed. This repealer shall not be construed so as to revive any resolution, order, regulation or part thereof heretofore repealed.

Section 15. The Agency hereby declares its intention and reasonable expectation to use proceeds of tax-exempt bonds to reimburse itself for initial expenditures for costs of the Project. The Series 2026 Bonds are to be issued, and the reimbursements made, by the later of 18-months after the payment of the costs or after the Project is placed in service, but in any event, no later than three years after the date the original expenditure was paid. The maximum principal amount of the Series 2026 Bonds which will be issued to finance the reimbursed costs of the Project is not expected to exceed $8,000,000.

Section 16. This Resolution shall take effect immediately upon its approval and adoption.

APPROVED AND ADOPTED this November 2, 2026.

LINDON CITY REDEVELOPMENT AGENCY, UTAH

(SEAL)

By:_____
Chair

ATTEST:

By:_____
Executive Secretary

After the conduct of other business not pertinent to the foregoing, the meeting was, on motion duly made and seconded, adjourned.

(SEAL)

By:_____
Chair

ATTEST:

By:_____
Executive Secretary

STATE OF UTAH)
: ss.
COUNTY OF UTAH)

I, the undersigned, duly qualified and acting City Recorder of Lindon City, Utah do hereby certify on behalf of the Lindon City Redevelopment Agency (the "Agency") as follows:

(a) The foregoing is a true, perfect and complete copy of the record of proceedings of the Board of Directors of the Agency (the "Board"), had and taken at a lawful public meeting of said Board held at the regular meeting place of said Board at 100 North State Street, Lindon, Utah, on November 2, 2026, as recorded in the official book of the proceedings of the Agency kept in the office of the Agency, and said proceedings were duly had and taken as therein shown, and the meeting therein shown was duly held, and the persons therein were present at said meeting as therein shown.

(b) I further certify that the Resolution, with all exhibits attached, was deposited in the principal offices of the Agency on November 2, 2026, and that pursuant to the Resolution a "Notice of Bonds to be Issued" was published as (a) as a Class A notice under Section 63G-30-102 Utah Code Annotated 1953, as amended ("Utah Code") (i) on the Utah Public Notice Website created under Section 63A-16-601, Utah Code; (ii) on the City's official website, and (iii) in a public location within the Lindon 700 North Community Development Area (the "Project Area") that is reasonably likely to be seen by residents of the Project Area and (b) as required by Section 45-1-101, Utah Code.

(c) All members of the Board were duly notified of said meeting, pursuant to law.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Agency this November 2, 2026.

(SEAL)

By:_____
Executive Secretary

EXHIBIT A

CERTIFICATE OF COMPLIANCE WITH
OPEN MEETING LAW

I, the undersigned City Recorder of Lindon City, Utah, do hereby certify, according to the records of the Lindon City Redevelopment Agency, Utah (the "Agency") in my official possession, and upon my own knowledge and belief, that in accordance with the requirements of Section 52-4-202, Utah Code Annotated 1953, as amended ("Utah Code"), I gave not less than twenty-four (24) hours public notice (the "Notice") of the agenda, date, time and place of the November 2, 2026, public meeting held by the Board of Directors of the Agency (the "Board"), by causing a Notice, in the form attached hereto as Schedule 1,

(i) to be posted at the Agency's principal offices at least twenty-four (24) hours prior to the convening of the meeting, said Notice having continuously remained so posted and available for public inspection until the completion of the meeting;

(ii) to be posted to the Utah Public Notice Website (http://pmn.utah.gov) at least twenty-four (24) hours prior to the convening of the meeting; and

(iii) to be posted on the City's official website at least twenty-four (24) hours prior to the convening of the meeting.

The Agency meets on an as needed basis.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of said Agency this November 2, 2026.

(SEAL)

By:_____
City Recorder

ATTACHMENTS:
SCHEDULE 1 – NOTICE OF PUBLIC MEETING
SCHEDULE 2 – ANNUAL MEETING NOTICE

EXHIBIT B

FORM OF INDENTURE

SECOND SUPPLEMENTAL INDENTURE OF TRUST

By and Between

LINDON CITY REDEVELOPMENT AGENCY, UTAH

and

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION
as Trustee

Relating to:

LINDON CITY REDEVELOPMENT AGENCY, UTAH

$_____
TAX INCREMENT AND SALES TAX REVENUE BONDS,
SERIES 2026

Dated as of _____, 2026

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SECOND SUPPLEMENTAL INDENTURE OF TRUST

This Second Supplemental Indenture of Trust, dated as of _____, 2026, by and between the Lindon City Redevelopment Agency, Utah (the "Agency") and U.S. Bank Trust Company, National Association, as trustee, a national banking association organized under the laws of the United States and authorized to accept and execute trusts of the character herein set out (the "Trustee").

W I T N E S S E T H:

WHEREAS, the Agency has entered into a General Indenture of Trust, dated as of December 1, 2023 (the "General Indenture") with the Trustee; and

WHEREAS, a Redevelopment Plan (the "RDA Plan") for the Agency's Lindon 700 North Community Development Project Area (the "700 North Project Area") has heretofore been adopted and approved and all requirements of law for, and precedent to, the adoption and approval of the RDA Plan have been duly complied with; and

WHEREAS, the Agency desires to finance certain costs and improvements within the 700 North Project Area, including the purchase of land and all related improvements (the "Series 2026 Project"); and

WHEREAS to (a) finance the costs of the Series 2026 Project, and (b) pay the costs of issuance of the Series 2026 Bonds herein authorized, the Agency has determined to issue its Tax Increment and Sales Tax Revenue Bonds, Series 2026 in the aggregate principal amount of $_____ (the "Series 2026 Bonds"); and

WHEREAS, the Series 2026 Bonds will be authorized, issued, and secured under the General Indenture, as amended and supplemented by this Second Supplemental Indenture (collectively with the Trust Indenture, and any amendments thereto or hereto, the "Indenture"); and

WHEREAS, the Series 2026 Bonds will be secured by certain tax increment revenues allocated to the Agency under the Act from the 700 North Project Area as more fully described in the General Indenture (the "Tax Increment Revenues"); and

WHEREAS, the execution and delivery of the Series 2026 Bonds and of the Indenture have been duly authorized and all things necessary to make the Series 2026 Bonds, when executed by the Agency and authenticated by the Trustee, valid and binding legal obligations of the Agency and to make this Second Supplemental Indenture a valid and binding agreement, have been done.

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

ARTICLE I

SHORT TITLE, DEFINITIONS AND AUTHORITY

Section 1.1 Short Title. This Second Supplemental Indenture of Trust shall be known as and may be designated by the short title "Second Supplemental Indenture" (the "Second Supplemental Indenture").

Section 1.2 Definitions. All words and phrases defined in Section 1.2 of the General Indenture (defined below) shall have the same meaning in this Second Supplemental Indenture, except as otherwise appears in this Section. In addition, the following terms shall have the following meanings, unless the content otherwise requires:

"Authorized Denominations" means, with respect to the Series 2026 Bonds, $1,000 or any integral multiple thereof.

"General Indenture" or "Indenture" means the General Indenture by and between the Trustee and the Agency dated as of December 1, 2023.

"Interest Payment date" means with respect to the Series 2026 Bonds each _____ and _____, commencing _____.

"Interlocal Sales Tax Pledge Agreement" means the Interlocal Sales Tax Pledge Agreement dated as of _____, 2026, between the City and the Agency whereby the City pledges certain sales tax revenue collected under Title 59, Chapter 12, Part 2 of the Utah Code for payment of the Series 2026 Bonds and any supplement or amendment thereto, in the form attached hereto as Exhibit C.

"Investment Income" means, with respect to the Series 2026 Bonds, the net gain derived from the investment of moneys held in the Bond Fund and the Debt Service Reserve Fund, if any, and the Cost of Issuance Fund.

"Pledged Sales Tax Revenues" means all sales tax revenues received by the Agency pursuant to the Interlocal Sales Tax Pledge Agreement.

"Purchaser" means _____

"Record Date", with respect to the Series 2026 Bonds, shall mean the 15th day of the month next preceding any Interest Payment date for the Series 2026 Bonds.

"Redevelopment Act" means the Limited Purpose Local Government Entities - Community Reinvestment Agency Act, Title 17C, Utah Code Annotated 1953, as amended.

"Reserve Requirement" shall mean, with respect to the Series 2026 Bonds, [$0].

"Series 2026 Bonds" means the series of Bonds authorized by Section 2.1 of this Second Supplemental Indenture and titled "Lindon City Redevelopment Agency, Utah Sales Tax and Tax Increment Revenue Bonds, Series 2026."

"Series 2026 Construction Account" means the account established within the Construction Fund under the General Indenture held in trust by the Trustee, into which a portion of the proceeds of the Series 2026 Bonds shall be deposited as provided herein.

["Series 2026 Debt Service Reserve Account" means the account established within the Debt Service Reserve Fund under the General Indenture held by the Trustee with respect to the Series 2026 Bonds.]

"Series 2026 Project" means the financing of certain costs and improvements within the 700 North Project Area, including the purchase of land and all related improvements.

ARTICLE II

AUTHORIZATION, TERMS AND ISSUANCE OF SERIES 2026 BONDS

Section 2.1 Principal Amount, Designation and Series. Pursuant to the provisions of the General Indenture and this Second Supplemental Indenture, Bonds entitled to the benefit, protection and security of the General Indenture are hereby authorized in the aggregate principal amount of $_____ and shall be designated as and shall be distinguished from the Bonds of all other Series by the title, "Lindon City Redevelopment Agency, Utah Tax Increment and Sales Tax Revenue Bonds, Series 2026."

Section 2.2 Purposes. The Series 2026 Bonds are issued for the purpose of (i) financing the Series 2026 Project and (ii) paying issuance expenses to be incurred in connection with the issuance and sale of the Series 2026 Bonds.

Section 2.3 Date, Maturities, and Interest Rates. The Series 2026 Bonds shall consist of Bonds which shall be dated the Dated Date, shall bear interest at the per annum rates, shall mature on the dates and in the amounts, and shall be payable as follows:

Maturity Date (_____)	Principal Amount	Interest Rate
	$_____	_____%

Interest on the Series 2026 Bonds shall be computed on the basis of a 360-day year of twelve 30-day months.

Section 2.4 Form, Denomination, Numbers and Letters. The Series 2026 Bonds shall be issued in the form of fully registered bonds without coupons, in substantially the form set forth as Exhibit A. The Series 2026 Bonds shall be issued in the Authorized Denominations and shall be numbered separately from 1 upward preceded by the letter prefixed to the number.

Section 2.5 Certain Tax Covenants. Unless otherwise approved by Supplemental Indenture, the Series 2026 Bonds are not "private activity bonds" within the meaning of Section 141 of the Code and neither (i) the private business use test and private payment test of Section 141 of the Code or (ii) the private loan financing test will be met, as used in Section 141 of the

Code. Neither principal nor interest on the Series 2026 Bonds shall be paid from any proceeds from the sale, lease or other disposition of property in the 700 North Project Area nor shall the payment of such principal, premium, if any, or interest be, directly or indirectly or under the terms of any underlying arrangement, (a) secured by any interest in property used or to be used for a private business use or payments in respect of such property or (b) derived from payments in respect of property, or borrowed money, used or to be used for a private business use, within the meaning of Section 141(b)(6) of the Code and the Regulations.

Section 2.6 Redemption of Series 2026 Bonds.

(a) Optional Redemption of Series 2026 Bonds. The Series 2026 Bonds are subject to call and redemption prior to maturity on any date in whole or in part, from such maturities or parts thereof as may be selected by the Agency and by lot within each maturity if less than the full amount of any maturity is to be redeemed at a redemption price equal to 100% of the principal amount of the Series 2026 Bonds to be redeemed plus accrued interest thereon to the date fixed for redemption.

(b) [Mandatory Sinking Fund Redemption of Series 2026 Bonds. (i) The Series 2026 Bonds maturing on _____ are subject to mandatory sinking fund redemption at a price of 100% of the principal amount thereof plus accrued interest to the redemption date on the dates and in the principal amounts as follows:

Redemption Date (_____)	Principal Amount

*Final Maturity

Upon redemption of the Series 2026 Bonds maturing on _____, other than by application of such mandatory sinking fund redemption, an amount equal to the principal amount so redeemed will be credited toward a part or all of any one or more of such mandatory sinking fund redemption amounts for the Series 2026 Bonds maturing on _____, in such order of mandatory sinking fund date as shall be directed by the Agency.

To the extent that a mandatory sinking fund redemption results in the reduction in aggregate Principal amount of the Series 2026 Bonds Outstanding, a Registered Owner shall not be required to submit its Series 2026 Bond certificate to the Trustee for payment and shall instead make an appropriate notation on such Series 2026 Bond certificate indicating the date and

amounts of such redemption in Principal, except in the case of final maturity, in which case the certificate must be presented to the Trustee prior to payment. The Trustee's records shall govern in the case of discrepancy with the noted schedule on the Series 2026 Bonds, absent manifest error.

(c) Should the Agency desire to redeem all or any portion of the Series 2026 Bonds hereunder, it must notify the Trustee, in writing, of its intent to redeem at least thirty (30) days prior to the date of redemption.

Written notice of any redemption, either in whole or in part, shall be given by the Trustee by mailing a notice of redemption by registered or certified mail, at least thirty (30) but not more than sixty (60) days before the date fixed for redemption, to the Owners of Series 2026 Bonds or portions thereof so called, at their respective addresses as the same may appear on the registry books; provided, however, that failure to give such notice by mailing, or any defect therein, shall not affect the validity of any proceedings for the redemption of any Series 2026 Bond with respect to which no such failure has occurred. Each notice of redemption shall specify (i) the redemption date, (ii) the place of redemption, (iii) by number, the Bonds to be redeemed and the principal amounts thereof to be redeemed, if less than the entire amounts are to be redeemed and (iv) that interest on the Bonds or portions thereof to be redeemed shall cease to accrue from and after such redemption date and that on said date there will become due and payable on each of such Bonds or portions thereof to be redeemed the redemption price thereof together with interest accrued thereon to the redemption date. If any Series 2026 Bond or any portion thereof shall have been duly called for redemption and payment of the redemption price, including premium, if any, and unpaid interest accrued to the date fixed for redemption, shall have been made or provided for, all as more fully set forth herein, interest on such Series 2026 Bond or such portion thereof shall cease to accrue from the date fixed for redemption, and from and after such date such Series 2026 Bond or the portion thereof duly called for redemption shall no longer be entitled to any benefit or security under this Indenture, except as to the right of the Owner thereof to receive payment of such redemption price. If a portion of any Series 2026 Bond shall be called for redemption, a new Bond or Bonds of the same series in principal amount equal to the unredeemed portion thereof will be issued to the Owner upon the surrender thereof. If less than all the Series 2026 Bonds of any maturity shall be called for redemption, the particular Series 2026 Bonds or portions of Series 2026 Bonds to be redeemed shall be selected by lot by the Trustee in such manner as the Trustee in its discretion may deem fair and proper; provided, however, that the portion of any Series 2026 Bond of a denomination larger than the minimum denomination may be redeemed in the principal amount of such minimum denomination or an integral multiple thereof and that for purposes of selection and redemption, any such Series 2026 Bond shall be considered to be that number of separate Bonds of such minimum denomination which is obtained by dividing the principal amount of such Bond by such minimum denomination.

In addition, the Trustee shall send a second notice of redemption not more than ninety (90) days subsequent to the redemption date to Bondowners of Series 2026 Bonds or portions thereof redeemed but who failed to deliver such Bonds for redemption prior to the 60th day following such redemption date. Failure to give all or any portion of such further notice shall not in any manner defeat the effectiveness of the call for redemption.

(d) If at the time of mailing of any notice of redemption described in (a) above there shall not be on deposit with the Trustee or the Paying Agent moneys sufficient to redeem all the Series 2026 Bonds called for redemption, such notice shall state that such redemption is subject to the deposit of the redemption moneys with the Trustee or the Paying Agent not later than the opening of business on the redemption date and that such notice shall be of no effect unless such moneys are so deposited.

(e) In addition to the foregoing, further notice of any redemption of Series 2026 Bonds hereunder shall be given by the Trustee, at least two (2) business days in advance of the mailed notice to Owners, by registered or certified mail or overnight delivery service, to all registered securities depositories then in the business of holding substantial amounts of obligations of types comprising the Series 2026 Bonds and to at least two national information services that disseminate notices of redemption of obligations such as the Series 2026 Bonds. Such further notice shall contain the information required in clauses (e) and (f) above. Failure to give all or any portion of such further notice shall not in any manner defeat the effectiveness of a call for redemption.]

Section 2.7 Pledge of Pledged Sales Tax Revenues.

(a) Pursuant to this Second Supplemental Indenture and the Interlocal Sales Tax Pledge Agreement, the Pledged Sales Tax Revenues are hereby pledged to the payment of the Series 2026 Bonds and as of the date hereof to no other Bonds under the Indenture.

(b) The Pledged Sales Tax Revenues shall be applied to the Series 2026 Bonds as provided in Section 6.3 of the General Indenture, as if the Pledged Sales Tax Revenues were Tax Increment Revenues, but solely with respect to the Series 2026 Bonds. In this respect, promptly upon receipt thereof the Agency shall deposit such amounts into the Bond Fund for the Series 2026 Bonds until the amounts necessary to pay the Series 2026 Bonds on the next Bond payment date are on deposit therein.

(c) Not in limitation of the obligation to make the deposits to the Bond Fund for the Series 2026 Bonds specified in clause (b) above, deposits to the Bond Fund for the Series 2026 Bonds shall be deemed funded from the Tax Increment Revenues prior to funding from the Pledged Sales Tax Revenues.

(d) So long as the Series 2026 Bonds are Outstanding, the Agency covenants that it will not take any of the following actions without the consent of the Registered Owners of 66 2/3% in aggregate Principal amount of the Series 2026 Bonds then Outstanding and the Bond Insurer: (i) terminate the Interlocal Sales Tax Pledge Agreement; (ii) reduce the amounts due to the Agency under the Interlocal Sales Tax Pledge Agreement; or (iii) amend or supplement the Interlocal Sales Tax Pledge Agreement in any way which would materially adversely affect the amount of the Pledged Sales Tax Revenues.

Section 2.8 Accounts. Within the funds established pursuant to Article III of the General Indenture there are hereby created the following Subaccounts:

(a) Within the Construction Fund, a Series 2026 Construction Account to be held by the Trustee; and

(b) Within the Rebate Fund, a Series 2026 Rebate Account to be held by the Trustee.

(i) In addition the Trustee shall hold the Bond Fund for the benefit of the Owners of the Series 2026 Bonds and any Additional Bonds and shall apply the same as provided in this Second Supplemental Indenture.

(ii) So long as any of the Series 2026 Bonds herein authorized, or any interest thereon, or amounts owing the United States under Section 148(f) of the Code, remain unpaid, the moneys in the foregoing Subaccounts shall be used for no purpose other than those required or permitted by the General Indenture and this Second Supplemental Indenture and the Redevelopment Act.

Section 2.9 Disposition of Series 2026 Bond Proceeds. The proceeds from the sale of the Series 2026 Bonds in the amount of $_____ shall be set aside and used as follows:

(a) An amount equal to $_____ shall be deposited into the Series 2026 Cost of Issuance Account; and

(b) An amount equal to $_____ shall be deposited into the Series 2026 Construction Account.

Section 2.10 Creation and Operation of Series 2026 Cost of Issuance Account. A Series 2026 Cost of Issuance Account is hereby created to be held by the Trustee. Moneys in such Account shall be used to pay costs of issuance of the Series 2026 Bonds. Costs of issuance shall be paid by the Trustee from the Series 2026 Cost of Issuance Account upon receipt from the Issuer of an executed Cost of Issuance Disbursement Request by an Authorized Representative in substantially the form of Exhibit B attached hereto. Any unexpended balances remaining in the Series 2026 Cost of Issuance Account 60 days after delivery of the Series 2026 Bonds shall be paid to the Issuer.

Section 2.11 Series 2026 Bonds as Additional Bonds. The Series 2026 Bonds are issued as the Additional Bonds under the General Indenture. The Agency hereby certifies that the requirements set forth in Section 2.13 of the General Indenture have been and will be complied with in connection with the issuance of the Series 2026 Bonds. As required by Section 2.13 of the General Indenture, no Event of Default has occurred or is continuing under the General Indenture.

ARTICLE III

MISCELLANEOUS

Section 3.1 Second Supplemental Indenture Construed with General Indenture. All of the provisions of this Second Supplemental Indenture shall be deemed to be and construed as part of the General Indenture to the same extent as if fully set forth therein.

Section 3.2 General Indenture as Supplemented to Remain in Effect. Save and except as herein supplemented by this Second Supplemental Indenture, the General Indenture shall remain in full force and effect.

Section 3.3 Execution in Counterparts. This Second Supplemental Indenture may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original; but such counterparts shall together constitute but one and the same instrument.

Section 3.4 Severability. If any section, paragraph, clause or provision of this Second Supplemental Indenture shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Second Supplemental Indenture.

Section 3.5 Governing Law. This Second Supplemental Indenture shall be construed in accordance with the laws of the State of Utah.

Section 3.6 Further Assurances. At any and all times the Agency, so far as it may be authorized by law, shall make, do, execute, acknowledge and deliver, all and every such further acts, deeds, conveyances, assignments, transfers and assurances as may be necessary or desirable for the better assuring, conveying, granting, pledging, assigning and confirming all and singular the rights, Pledged Revenues and other moneys, securities and property, pledged or assigned by this Indenture, or intended so to be, or which the Agency may become bound to pledge or assign.

Section 3.7 Springing Amendment. The following provisions shall become applicable after the Series 2023 Bonds issued under the Indenture have been paid in full. Such provisions shall be applicable to the Series 2026 Bonds and any Additional Bonds subsequently issued.

The following defined term is added to the Indenture:

"Balloon Bonds" means, unless otherwise provided in the related Supplemental Indenture, Bonds (and/or Security Instrument Repayment Obligations relating thereto), other than Bonds which mature within one year of the date of issuance thereof, 25% or more of the Principal Installments on which (a) are due, or (b) at the option of the Owner thereof may be redeemed, during any period of twelve consecutive months; provided, however, that to constitute Balloon Bonds, the Issuer must so designate such Bonds.

The definition of "Debt Service" is modified to adding the following subsection (5):

(5) amortization of Balloon Bonds may be assumed on a level debt service basis over a twenty-year period at the interest rate based on the Revenue Bond Index as last published in *The Bond Buyer*, provided that the full amount of Balloon Bonds shall be included in the calculation if the calculation is made within twelve (12) months of the actual maturity of such Balloon Bonds and no credit facility exists.

IN WITNESS WHEREOF, the undersigned Chair of Lindon City Redevelopment Agency, Utah and the City Recorder of Lindon City, Utah and the undersigned officers of the Trustee have hereunto executed this Second Supplemental Indenture as of the date first written above.

LINDON CITY REDEVELOPMENT AGENCY, UTAH

By _____
Chair

By: _____
Secretary

(SEAL)

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION

By: _____
Its: _____

EXHIBIT A

SERIES 2026 BOND FORM

No. R-1 $_____

UNITED STATES OF AMERICA
STATE OF UTAH
LINDON CITY REDEVELOPMENT AGENCY, UTAH
TAX INCREMENT AND SALES TAX REVENUE BONDS, SERIES 2026

INTEREST RATE	DATED DATE	MATURITY DATE
_____%	_____	_____

REGISTERED OWNER:

PRINCIPAL AMOUNT:

Lindon City Redevelopment Agency, Utah (hereinafter sometimes called the "Agency"), a public body corporate and politic, duly organized and existing under the laws of the State of Utah, for value received, hereby promises to pay (but solely from the funds hereinafter mentioned) to the Registered Owner indicated above, or registered assigns, on the Maturity Date set forth above, upon presentation and surrender of this bond at the principal corporate trust office of U.S. Bank Trust Company, National Association, in Salt Lake City, Utah (the "Trustee") the principal amount set forth above, with interest thereon (payable solely from said funds), at the interest rate per annum set forth hereinabove, interest payable semiannually on _____ and _____ of each and every year, commencing _____, until this bond is paid, interest being payable by check or draft mailed on said interest payment date to the registered owner of record as of the fifteenth day of the month next preceding the applicable interest payment date or, as provided in the hereinafter mentioned Indenture as of any duly established special record date; provided, however, that if at the maturity date or prior redemption date of this bond, funds are available for payment thereof, as provided in the Indenture this bond shall then cease to bear interest. Interest on this bond shall be computed on the basis of a 360-day year of twelve 30-day months. Both principal and interest are payable in lawful money of the United States of America which is legal tender for the payment of public and private debts. Principal payments due to mandatory sinking fund redemption may be noted on the Record of Principal Payments attached hereto and upon signature of an authorized officer of the Registered Owner, the principal amount of this Bond shall be reduced by the payment of principal thereof on the dates and amounts indicated on such Record of Principal Payments without the surrender of the Bond to the Paying Agent. Interest on this bond shall accrue from the interest payment date next preceding the date of authentication hereof unless this bond is authenticated as of an interest payment date, in which event this bond shall bear interest from such date, or unless, as shown by the records of the Trustee, interest on the Series 2026 Bonds, as

hereinafter identified, shall be in default, in which event this bond shall bear interest from the date to which interest has been paid in full, or unless no interest shall have been paid on the Series 2026 Bonds, in which event this bond shall bear interest from its Dated Date.

This bond is one of a duly authorized issue of bonds of the Agency designated "Lindon City Redevelopment Agency, Utah Tax Increment and Sales Tax Revenue Bonds, Series 2026" (the "Series 2026 Bonds") limited in aggregate principal amount to $_____ all of like tenor (except for bond numbers, maturity dates and differences, if any, in interest rate and denomination) and all of which have been issued pursuant to and in full conformity with the Constitution and the laws of the State of Utah particularly, the Limited Purpose Local Government Entities - Community Reinvestment Agency Act, Title 17C, Utah Code Annotated 1953 (the "Act"), and the Agency's redevelopment plan (the "RDA Plan") for the project area known and designated as the Lindon 700 North Community Development Project Area (the "700 North Project Area") and in connection with the redevelopment project contemplated therein for the purpose of financing certain costs and improvements, including the purchase of land and related improvements, as more fully described in the Indenture.

This bond and the interest thereon are not general obligations or debts of Lindon City, Utah, the State of Utah or any of its political subdivisions and neither said City, said State nor any of its political subdivisions is liable thereon, nor in any event shall this bond or said interest give rise to a general obligation or liability of said City, said State or any of its political subdivisions or a charge against their general credit or taxing powers, or be payable out of any funds or properties other than the funds of the Agency hereinafter mentioned. This bond does not constitute an indebtedness within the meaning of any constitutional or statutory debt limitation or restriction. Neither the members of the Agency nor any persons executing this bond are liable personally on this bond by reason of its issuance. The Agency has no taxing power.

All of the Series 2026 Bonds are equally secured in accordance with the terms of the General Indenture of Trust dated as of December 1, 2023 (the "General Indenture") and a Second Supplemental Indenture of Trust dated as of _____, 2026 (the "Second Supplemental Indenture" and, collectively with the General Indenture, the "Indenture"), each entered into by and between the Agency and the Trustee, reference to which is hereby made for a specific description of the security therein provided for the Series 2026 Bonds, for the nature, extent and manner of enforcement of such security, for the covenants and agreements made for the benefit of the bondowners and for a statement of the rights of the bondowners; and by the acceptance of this bond the owner hereof assents to all of the terms, conditions and provisions of the Indenture. Under the Indenture the Agency may issue Bonds in addition to the Series 2026 Bonds which may be secured on a parity with the Series 2026 Bonds (the "Additional Bonds"). The Series 2026 Bonds and any Additional Bonds are herein referred to as the "Bonds'. In addition, the Agency may issue bonds or other obligations secured by a pledge of the Tax Increment Revenues (defined in the Indenture) which is subordinate to the pledge made with respect to the Series 2026 Bonds. In the manner and subject to the requirements provided in the Indenture, said Indenture and the rights and obligations of the Agency and of the owners of the Bonds may (with certain exceptions as stated in the Indenture) be modified or amended with the consent of the owners of 60% in aggregate of the Bond Obligation (as defined in the General Indenture) of the outstanding Bonds affected by such amendment, exclusive of the Bonds owned by the Agency or Lindon City, Utah.

Capitalized terms used in this Bond which are not defined herein but which are defined in the Indenture shall have the respective meanings set forth in the Indenture when used herein.

Except as otherwise provided in the Indenture, the principal of this bond and the interest thereon are, along with all other Bonds issued on a parity therewith, secured by an irrevocable first lien pledge of, and are payable solely from, the Pledged Revenues (as defined in the Indenture) and other funds, all as more particularly set forth in the Indenture.

This bond shall be registered on the books of the Agency to be kept for that purpose at the principal corporate trust office of the Trustee in Salt Lake City, Utah, such registration shall be noted hereon, and this bond shall be transferable only upon said books at said office by the Registered Owner hereof or by his duly authorized attorney. Such transfers shall be without charge to the owner hereof, but any taxes or other governmental charges required to be paid with respect to the same shall be paid by the owner requesting such transfer as a condition precedent to the exercise of such privilege. Upon any such transfer, the Agency shall execute and the Trustee shall authenticate and deliver in exchange for this bond a new registered bond or bonds without coupons, of the same maturity, series and interest rate, registered in the name of the transferee, of Authorized Denominations. The Agency, the Trustee and the Paying Agent may deem and treat the person in whose name this bond is registered as the absolute owner hereof, whether or not this bond is overdue, for the purpose of receiving payment and for all other purposes, and the Agency, the Trustee and the Paying Agent shall not be affected by any notice to the contrary. The Agency, the Trustee and the Paying Agent shall not be required (a) to issue, transfer or exchange Bonds from the fifteenth day of the month next preceding any interest payment date through and including such interest payment date; or (b) to transfer or exchange any Bond called for redemption or selected for call for redemption. The Series 2026 Bonds are issuable as registered bonds in the denominations of $1,000 or any integral multiple thereof.

The Series 2026 Bonds are subject to redemption prior to maturity at the times and with notice as provided in the Indenture.

It is hereby recited, certified and declared that any and all acts, conditions and things required to exist, to happen and to be performed precedent to and in the issuance of this bond exist, have happened and have been performed in due time, form and manner as required by the RDA Plan, the Act, and the Constitution and statutes of the State of Utah.

This bond shall not become valid or obligatory for any purpose or be entitled to any security or benefit under the Indenture until the Certificate of Authentication hereon shall have been manually signed by the Trustee.

IN WITNESS WHEREOF, the Redevelopment Agency Lindon City, Utah has caused this bond to be executed on its behalf by the manual or facsimile signature of its Chair and to be countersigned and attested by the manual or facsimile signature of the City Recorder of Lindon City, Utah and the seal of said Agency to be impressed, imprinted or reproduced hereon.

LINDON CITY REDEVELOPMENT AGENCY, UTAH

By:_____
Chair

(SEAL)

COUNTERSIGNED AND ATTESTED:

By: _____
City Recorder

CERTIFICATE OF AUTHENTICATION

This bond is one of the Series 2026 Bonds described in the within mentioned Indenture and is one of the Agency's Tax Increment and Sales Tax Revenue Bonds, Series 2026.

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION

By _____
Authorized Officer

Date of Authentication:

_____

ABBREVIATIONS

The following abbreviations, when used in the inscription on the face of the within Bond, shall be construed as though they were written out in full according to applicable laws or regulations.

TEN COM - as tenants in common
TEN ENT - as tenants by the entireties
JT TEN - as joint tenants with right of survivorship and not as tenants in common

UNIF GIF MIN ACT - _____
(Cust.)
Custodian for _____
(Minor)
under Uniform Gifts to Minors Act of _____
(State)

(Form of Assignment)

FOR VALUE RECEIVED the undersigned hereby sells, assigns and transfers unto _____
(Please Print or Typewrite Name and Address of Transferee)
the within bond and all rights thereunder, and hereby irrevocably constitutes and appoints _____ attorney to transfer the within bond on the books kept for registration thereof, with full power of substitution in the premises.

DATED:_____

ASSIGNOR' S SIGNATURE:_____

NOTICE: The signature to this assignment must correspond with the name as it appears upon the face of the within bond in every particular, without alteration or enlargement or any change whatsoever.

SIGNATURE GUARANTEED: _____

NOTICE: Signature(s) must be guaranteed by an "eligible guarantor institution" that is a member of or a participant in a "signature guarantee program" (e.g., the Securities Transfer Agents Medallion Program, the Stock Exchange Medallion Program or the New York Stock Exchange, Inc. Medallion Signature Program).

EXHIBIT B

COST OF ISSUANCE DISBURSEMENT REQUEST

U.S. Bank Trust Company, National Association
Corporate Trust Department
170 South Main Street, Suite 200
Salt Lake City, UT 84101

Pursuant to Section 2.10 of the Second Supplemental Indenture of Trust dated as of _____, 2026, you are hereby authorized to pay the following costs of issuance from the Series 2026 Cost of Issuance Account:

[See Attached Schedule]

_____
AUTHORIZED REPRESENTATIVE,
LINDON CITY REDEVELOPMENT AGENCY,
UTAH

COSTS OF ISSUANCE

Payee	Purpose	Amount

EXHIBIT C

FORM OF PLEDGE AGREEMENT

INTERLOCAL SALES TAX PLEDGE AGREEMENT

This INTERLOCAL SALES TAX PLEDGE AGREEMENT (the "Agreement") is entered into as of _____, 2026, by and between LINDON CITY, UTAH, (the "City") a political subdivision, municipal corporation and body politic of the State of Utah and the LINDON CITY REDEVELOPMENT AGENCY, UTAH (the "Agency"), a redevelopment agency existing under the Limited Purpose Local Government Entities - Community Reinvestment Agency Act, Title 17C, Utah Code Annotated 1953, as amended (the "Redevelopment Act").

W I T N E S S E T H:

WHEREAS, the Agency has been established by the City for the purpose of redeveloping and developing certain areas within the City in order to accomplish the purposes of the Redevelopment Act; and

WHEREAS, pursuant to the Redevelopment Act and other provisions of law of the State of Utah, the City and the Agency may enter into an agreement whereby the City may grant or contribute funds to the Agency for economic development; and

WHEREAS, the City and the Agency have previously authorized the establishment of the Lindon 700 North Community Development Project Area (the "700 North Project Area"); and

WHEREAS, pursuant to the terms of a General Indenture of Trust dated as of December 1, 2023 and a Second Supplemental Indenture of Trust dated as of _____, 2026 (collectively, the "RDA Indenture"), and each by and between the Lindon City Redevelopment Agency, Utah (the "Agency") and U.S. Bank Trust Company, National Association (the "Trustee"), the Agency intends to issue its Sales Tax and Tax Increment Revenue Bonds, Series 2026 (the "Series 2026 Bonds") for the purpose of (i) financing land acquisition and improvements permitted under the 700 North Project Area CDA Plan and related improvements (the "Series 2026 Project") and (ii) paying the costs associated with the issuance of the Series 2026 Bonds; and

WHEREAS, a portion of the Series 2026 Bonds are payable from sales tax revenues (the "Sales Tax Revenues") the City collects under Title 59, Chapter 12, Part 2 of the Utah Code Annotated 1953, as amended (the "Utah Code"); and

WHEREAS, the City is authorized to issue sales tax bonds and may from time to time (collectively, the "Sales Tax Bonds") pursuant to a General Indenture of Trust dated as of May 1, 2005 (as may be supplemented and amended, the "Sales Tax Indenture") by and between the City and the Trustee; and

WHEREAS, the Utah Interlocal Cooperation Act (the "Interlocal Cooperation Act"), Title 11, Chapter 13, Utah Code provides that two or more public agencies may, by agreement, jointly exercise any power common to the contracting parties, and may share taxes and other revenues to accomplish their stated objectives; and

WHEREAS, the City has agreed to enter into this Agreement with the Agency to pledge the Sales Tax Revenues to the Series 2026 Bonds to pay any amounts owed on the Series 2026 Bonds, which pledge is on a parity with payment by the City of the Sales Tax Bonds; and

WHEREAS, the debt service on the Series 2026 Bonds is set forth in Exhibit A hereto; and

WHEREAS, this Agreement and the obligation and pledge of the Sales Tax Revenues hereunder shall constitute an Additional Bond under and as defined in the Sales Tax Indenture and such obligation and pledge shall terminate only upon payment of the Series 2026 Bonds in full; and

WHEREAS, the City and the Agency have found and determined that the pledge of the Sales Tax Revenues is essential to the issuance of the Series 2026 Bonds, is in the best proprietary and business interests of the City and will promote the health, safety and welfare of the City and its inhabitants by reducing the debt service and related costs of the Series 2026 Bonds; and

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

Section 1. The Agency agrees that upon the issuance of the Series 2026 Bonds it will use the net proceeds of such Series 2026 Bonds to finance the Series 2026 Project, fund any necessary reserve funds, pay capitalized interest, and pay costs of issuance.

Section 2. The City and the Agency, as applicable, agree as follows:

(a) Pursuant to Section 17C-1-207 and Section 17C-1-409 of the Redevelopment Act, the City agrees to assist the Agency in repaying the Series 2026 Bonds, and in furtherance of such agreement, hereby irrevocably grants a pledge on the Sales Tax Revenues received from and after the date of execution hereof to the Agency for the purpose of payment of the Series 2026 Bonds pursuant to the Sales Tax Indenture after payment of all obligations thereunder.

(b) The City covenants that it will continue to impose the taxes constituting the Sales Tax Revenues until all of the Series 2026 Bonds have been paid. While any of the Series 2026 Bonds remain outstanding and unpaid, any ordinance, resolution or other enactment of the City, implementing the taxes constituting the Sales Tax Revenues or transferring the revenues therefrom to the Agency for the payment of the Series 2026 Bonds shall not be amended or modified in any manner which would materially impair the rights of the holders of the Series 2026 Bonds or which would in any way materially jeopardize the timely payment of principal or interest when due. The City currently does not anticipate that it will reduce the rate of or repeal the imposition of the taxes from which the Sales Tax Revenues are derived. However, the parties hereto recognize that the State legislature may reduce the maximum rate of such taxes. The City covenants that it will account for the Sales Tax Revenues separate and apart from the other funds of the City, and take such other actions as may be necessary to maintain the perfected security interest in the Sales Tax Revenues created for the benefit of the Agency and the holders of the Series 2026 Bonds herein. To the extent necessary to provide for the timely payment of the principal and interest on the Series 2026 Bonds, the City shall pay to the Agency for payment to the Trustee such amounts from the Sales Tax Revenues as shall be needed to make such payments.

(c) The Agency will account for the Sales Tax Revenues separate and apart from other funds of the Agency and will transfer the Sales Tax Revenues to the Trustee for payment of the Series 2026 Bonds consistent with the terms of the RDA Indenture.

(d) All books, instruments and documents in the Agency's and the City's possession relating to the Project, the Tax Increment Revenues, and the Sales Tax Revenues shall be open to inspection at all times during the City's regular business hours by any accountants or other agents of the Trustee which the Trustee may designate from time to time.

(e) The Sales Tax Revenues are hereby allocated and pledged as described above, to the payment of the Series 2026 Bonds and until all of the Series 2026 Bonds and all interest thereon have been paid (or until moneys for that purpose have been irrevocably set aside) the Sales Tax Revenues (except as otherwise specifically provided in the RDA Indenture and this Agreement) shall next be applied to the payment of the Series 2026 Bonds, the interest thereon, and premium, if any, then due as provided in the RDA Indenture, and then any other purpose permitted by law.

(f) At least ten (10) days prior to each Interest Payment Date (as defined in the RDA Indenture), the Agency shall notify the City in writing (i) the extent, if any, by which Debt Service (as defined in the RDA Indenture) exceeds amounts on deposit in the Bond Fund for the Series 2026 Bonds and (ii) the amount, if any, necessary to restore the Series 2026 Debt Service Reserve Account to the Reserve Requirement (collectively, the "Revenue Shortfall").

(g) Subject to the conditions of (f) above, at least ten (10) days prior to each Interest Payment Date (as defined in the RDA Indenture), the City agrees to remit Sales Tax Revenues to the Agency in an amount equal to the Revenue Shortfall.

(h) Once the City and Agency have remitted to the Trustee sufficient moneys for principal and/or interest payments on the Series 2026 Bonds then due as required by the RDA Indenture, and assuming that all payments then due with respect to the Series 2026 Bonds have been paid and are current, any Sales Tax Revenues then held by the Agency or the City may, subject to the lien of any other obligations, be released to the City for its use for any lawful purpose.

Section 3. The City and the Agency recognize that the intent of the parties hereto is to use the tax increment revenues from the 700 North Project Area (the "Agency Revenues") to the extent available, to pay or repay to the City amounts sufficient to pay amounts due with respect to the Series 2026 Bonds. In furtherance thereof, the Agency agrees to deposit with the City as such Agency Revenues become available to the Agency, all such Agency Revenues in excess of amounts required to pay the Series 2026 Bonds such that the City will have, to the extent available, sufficient Agency Revenues to pay or immediately reimburse the City for having paid, amounts to the Agency for the payment of the Series 2026 Bonds.

Section 4. The Agency agrees to apply such Sales Tax Revenues received pursuant to this Agreement to the payment of the Series 2026 Bonds or amounts owed to the insurer of such Bonds (including by pledging such amounts to the Trustee).

Section 5. Nothing contained in this Agreement shall be construed to create a general obligation liability of the City. The obligations hereunder and under the Series 2026 Bonds shall not be a debt of the City pursuant to any constitutional or statutory debt limitations, and the issuance of the Series 2026 Bonds and the execution of this Agreement shall not require the City to levy any form of taxation or to appropriate any moneys for the payment of the Series 2026 Bonds or amounts otherwise due under this Agreement (it being understood that this Section shall not limit the obligation of the City to levy and pay the Sales Tax Revenues to the Trustee as provided under the Sales Tax Indenture and hereunder).

Section 6. This Agreement shall be effective upon the date it is executed by both parties and filed with the keeper of the records of each party. The obligation and pledge of this Agreement shall terminate at such time as the Series 2026 Bonds are no longer outstanding and all amounts have been paid to the insurer of the Series 2026 Bonds. The City agrees it shall not replace the Trustee under the Sales Tax Indenture or the RDA Indenture unless such replacement agrees to assume the obligations of the Trustee hereunder.

Section 7. The City's obligation to make such payments and to perform and observe the other agreements and covenants on its part contained in this Agreement shall be absolute and unconditional, and shall not be limited or reduced by any rights of set off, recoupment or counterclaim it might otherwise have against the Trustee or any holder of the Bonds.

Section 8. So long as the Series 2026 Bonds are outstanding under the RDA Indenture, the Trustee shall be an express third-party beneficiary of this Agreement. This Agreement shall not be amended without the prior written consent of the Trustee, which consent shall not be unreasonably withheld or delayed.

Section 9. This Agreement creates a valid and binding pledge and assignment of, and security interest in, all of the Sales Tax Revenues pledged hereunder in favor of the Agency, as security for payment of the Series 2026 Bonds, enforceable by the Agency, as its interests may appear, in accordance with the terms hereof.

Under the laws of the State, such pledge and assignment and security interest is automatically perfected by Section 11-14-501, Utah Code Annotated 1953, as amended, and is and shall have priority as against all parties having claims of any kind in tort, contract, or otherwise hereafter imposed on the Sales Tax Revenues.

This Agreement also creates a valid and binding pledge and assignment of, and security interest in, all of the Agency Revenues pledged hereunder in favor of the City, as security for payment or repayment of amounts required to be advanced by the City hereunder for payment to the Agency of amounts due with respect to the Bonds, enforceable by the City in accordance with the terms hereof.

Section 10. In satisfaction of the requirements of the Interlocal Cooperation Act in connection with this Agreement, the City and the Agency agree as follows:

(a) This Agreement shall be authorized and adopted by resolution of the City and the Agency pursuant to and in accordance with the provisions of Utah Code Ann. Section 11-13-202.5;

(b) This Agreement shall be reviewed as to proper form and compliance with applicable law by a duly authorized attorney on behalf of the City and the Agency pursuant to and in accordance with the Utah Code Ann. Section 11-13-202.5(3);

(c) A duly executed original counterpart of this Agreement shall be filed immediately with the keeper of records of the City and the Agency pursuant to Utah Code Ann. Section 11-13-209;

(d) The City and the Agency agree that they do not, by this Agreement, create an interlocal entity;

(e) As required by Utah Code Ann. Section 11-13-207, the City and the Agency agree that the undertaking under this Agreement shall be administered by one member of the City Council and one member of the Board of the Agency, each to be appointed by their respective governing body. Any real or personal property used and the City and the Agency's cooperative undertaking herein shall be acquired, held, and disposed of as determined by such administrators; and

(f) No budget shall be established or maintained except as described herein.

Section 11. This Agreement shall be governed by the laws of the State of Utah.

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement as of the day and year first written above.

LINDON CITY, UTAH

(SEAL)

By: _____
Mayor

ATTEST:

By: _____
City Recorder

APPROVED AS TO PROPER FORM AND COMPLIANCE WITH APPLICABLE LAW:

_____
Counsel to the City

LINDON CITY REDEVELOPMENT AGENCY, UTAH

(SEAL)

By:_____
Chair

ATTEST:

By:_____
Lindon City Recorder

APPROVED AS TO PROPER FORM AND COMPLIANCE WITH APPLICABLE LAW:

_____
Counsel to the Agency

EXHIBIT A

DEBT SERVICE SCHEDULE

Fiscal Year Ending _____	Principal	Interest	Fiscal Total

EXHIBIT D

FORM OF BOND PURCHASE AGREEMENT

BOND PURCHASE CONTRACT

$_____
Lindon City Redevelopment Agency
Sales Tax and Tax Increment Revenue Bonds, Series 2026

_____, 2026

Lindon City Redevelopment Agency
100 North State Street
Lindon, Utah 84042

The undersigned, _____ (the "Representative"), acting on behalf of itself and _____ (together with the Representative, the "Underwriters"), and not as fiduciary or agent for you, offers to enter into this Bond Purchase Contract (the "Purchase Contract") with Lindon City Redevelopment Agency (the "Issuer") which, upon the acceptance by the Issuer of this offer, shall be in full force and effect in accordance with its terms and shall be binding upon you and the Underwriters.

In order to induce the Underwriters to enter into this Purchase Contract with full realization and appreciation of the fact that the investment value of the Series 2026 Bonds and the ability of the Issuer to sell and the Underwriters to resell the Series 2026 Bonds are dependent in part upon the credit standing of Lindon City, Utah (the "City"), it is a condition to this Purchase Contract that the City shall execute and deliver to the Underwriters a certificate in substantially the form set forth as Exhibit A simultaneously with the execution and delivery of this Purchase Contract.

This offer is made subject to your acceptance and approval on or before 11:59 p.m. Utah Time, on the date hereof. Terms not otherwise defined herein shall have the same meanings as are set forth in the hereinafter referred to Official Statement.

ARTICLE I

SALE, PURCHASE AND DELIVERY

Section 1.1. (a) On the basis of the representations, warranties and agreements contained herein and upon the terms and conditions herein set forth, the Underwriters hereby agree to purchase, and the Issuer hereby agrees to sell to the Underwriters, all, but not less than all, of the Issuer's $_____ aggregate principal amount of Sales Tax and Tax Increment Revenue Bonds, Series 2026 (the "Series 2026 Bonds"), at a purchase price of $_____ (representing the principal amount of the Series 2026 Bonds, plus a reoffering premium of $_____ and less an Underwriters' discount of $_____) plus accrued interest, if any, from their dated date to the Closing Date (as hereinafter defined). The Series 2026 Bonds will mature on the dates and in the amounts and bear interest at the rates per annum as set forth in Exhibit B hereto.

(b) The Series 2026 Bonds shall be as described in the Official Statement dated _____, 2026, of the Issuer relating to the Series 2026 Bonds (together with all appendices thereto, the "Official Statement"), shall be issued and secured under and pursuant to (i) the Limited Purpose Local Government Entities–Community Reinvestment Agency Act, Title 17C, Chapters 1-6, Utah Code Annotated 1953, as amended (the "Redevelopment Act") and other applicable provisions of law and (ii) a General Indenture of Trust dated as of December 1, 2023 (the "General Indenture") and a Second Supplemental Indenture of Trust dated as of _____, 2026 (the "Second Supplemental Indenture" and collectively with the General Indenture, the "Indenture"), each by and between the Issuer and U.S. Bank Trust Company, National Association, as trustee (the "Trustee"), and all as authorized pursuant to a resolutions adopted by the Issuer on _____, 2026 and _____, 2026 (the "Resolutions").

(c) The Series 2026 Bonds are being issued to (i) finance land acquisition and improvements permitted under the CDA plan and related improvements, which is part of the Issuer's Lindon 700 North Community Development Project Area and (ii) pay costs of issuance of the Series 2026 Bonds.

(d) The Series 2026 Bonds are payable from and secured solely by (i) the Pledged Revenues described in the Indenture and (ii) certain sales and use taxes (the "Pledged Sales Tax Revenues") pledged by the City under an Interlocal Sales Tax Pledge Agreement dated as of _____, 2026 (the "Pledge Agreement") by and between the Issuer and the City. The City's pledge of the Pledged Sales Tax Revenues is issued as an "Additional Bond" within the meaning of the Sales Tax Revenue Bonds General Indenture of Trust, dated as of May 1, 2005, as heretofore supplemented and as further supplemented by a Seventh Supplemental Indenture of Trust dated as of _____, 2026 (collectively, the "City Sales Tax Indenture"), between the City and U.S. Bank Trust Company, National Association, as trustee, providing for the issuance of sales tax revenue bonds of the City.

(e) The Series 2026 Bonds are being issued pursuant to the Resolutions, the Indenture, and the Redevelopment Act.

(f) The Indenture, the Series 2026 Bonds, the Resolutions, the Pledge Agreement, and the Continuing Disclosure Undertaking (defined below), and this Purchase Contract are sometimes referred to collectively herein as the "Transaction Documents."

(g) The Underwriters agree to make an initial public offering of the Series 2026 Bonds at the offering prices or yields set forth on the inside front cover page of the Official Statement. The Underwriters may, however, change such initial offering prices or yields as they may deem necessary in connection with the marketing of the Series 2026 Bonds and offer and sell the Series 2026 Bonds to certain dealers (including dealers depositing the Series 2026 Bonds into investment trusts) and others at prices lower than the initial offering prices or yields set forth in the Official Statement. The Underwriters also reserve the right (i) to engage in transactions that stabilize, maintain or otherwise affect the market prices of the Series 2026 Bonds and (ii) to discontinue such transactions, if commenced, at any time without prior notice.

Section 1.2. (a) The Representative, on behalf of the Underwriters, agrees to assist the Issuer in establishing the issue price of the Series 2026 Bonds and shall execute and deliver to the Issuer at Closing an "issue price" or similar certificate, together with the supporting pricing wires or equivalent communications, substantially in the form attached hereto as Exhibit C, with such modifications as may be appropriate or necessary, in the reasonable judgment of the Representative, the Issuer and Bond Counsel, to accurately reflect, as applicable, the sales price or prices or the initial offering price or prices to the public of the Series 2026 Bonds. All actions to be taken by the Issuer under this section to establish the issue price of the Series 2026 Bonds may be taken on behalf of the Issuer by LRB Public Finance Advisors, Inc. (the "Municipal Advisor") and any notice or report to be provided to the Issuer may be provided to the Municipal Advisor.

(b) Except as otherwise set forth in Exhibit B attached hereto, the Issuer will treat the first price at which 10% of each maturity of the Series 2026 Bonds (the "10% test") is sold to the public as the issue price of that maturity. At or promptly after the execution of this Purchase Contract, the Representative shall report to the Issuer the price or prices at which the Underwriters have sold to the public each maturity of the Series 2026 Bonds. For purposes of this Section, if Bonds mature on the same date but have different interest rates, each separate CUSIP number within that maturity will be treated as a separate maturity of the Series 2026 Bonds.

(c) The Representative confirms that the Underwriters have offered the Series 2026 Bonds to the public on or before the date of this Purchase Contract at the offering price or prices (the "initial offering price"), or at the corresponding yield or yields, set forth in Exhibit B attached hereto, except as otherwise set forth therein. Exhibit B also sets forth, as of the date of this Purchase Contract, the maturities, if any, of the Series 2026 Bonds for which the 10% test has not been satisfied and for which the Issuer and the Representative, on behalf of the Underwriters, agree that (i) the Representative will retain all unsold Series 2026 Bonds of each maturity for which the 10% test has not been satisfied and not allocate any such Series 2026 Bonds to any other Underwriter and (ii) the restrictions set forth in the next sentence shall apply, which will allow the Issuer to treat the initial offering price to the public of each such maturity as of the sale date as the issue price of that maturity (the "hold-the-offering-price rule"). So long as the hold-the-offering-price rule remains applicable to any maturity of the Series 2026 Bonds, the Representative will neither offer nor sell unsold Series 2026 Bonds of that maturity to any person at a price that is higher than the initial offering price to the public during the period starting on the sale date and ending on the earlier of the following:

(1) the close of the fifth (5th) business day after the sale date; or

(2) the date on which the Underwriters have sold at least 10% of that maturity of the Series 2026 Bonds to the public at a price that is no higher than the initial offering price to the public.

The Representative will advise the Issuer promptly after the close of the fifth (5th) business day after the sale date whether the Underwriters have sold 10% of that maturity of the Series 2026 Bonds to the public at a price that is no higher than the initial offering price to the public.

(d) The Representative confirms that:

(i) any agreement among underwriters, any selling group agreement and each third-party distribution agreement (to which the Representative is a party) relating to the initial sale of the Series 2026 Bonds to the public, together with the related pricing wires, contains or will contain language obligating each Underwriter, each dealer who is a member of the selling group and each broker-dealer that is a party to such third-party distribution agreement, as applicable:

(A)(i) to report the prices at which it sells to the public the unsold Bonds of each maturity allocated to it, whether or not the Closing Date has occurred, until either all Bonds of that maturity allocated to it have been sold or it is notified by the Representative that the 10% test has been satisfied as to the Series 2026 Bonds of that maturity, provided that, the reporting obligation after the Closing Date may be at reasonable periodic intervals or otherwise upon request of the Representative, and (ii) to comply with the hold-the-offering-price rule, if applicable, if and for so long as directed by the Representative and as set forth in the related pricing wires, and

(B) to promptly notify the Representative of any sales of Bonds that, to its knowledge, are made to a purchaser who is a related party to an underwriter participating in the initial sale of the Series 2026 Bonds to the public (each such term being used as defined below),

(C) to acknowledge that, unless otherwise advised by the Underwriter, dealer or broker-dealer, the Representative shall assume that each order submitted by the Underwriter, dealer or broker-dealer is a sale to the public.

(ii) any agreement among underwriters or selling group agreement relating to the initial sale of the Series 2026 Bonds to the public, together with the related pricing wires, contains or will contain language obligating each Underwriter or dealer that is a party to a third-party distribution agreement to be employed in connection with the initial sale of the Series 2026 Bonds to the public to require each broker-dealer that is a party to such third-party distribution agreement to (A) report the prices at which it sells to the public the unsold Series 2026 Bonds of each maturity allocated to it, whether or not the Closing Date has occurred, until either all Bonds of that maturity allocated to it have been sold or it is notified by the Representative or such Underwriter or dealer that the 10% test has been satisfied as to the Series 2026 Bonds of that maturity, provided that, the reporting obligation after the Closing Date may be at reasonable periodic intervals or otherwise upon request of the Representative or such Underwriter or dealer, and (B) comply with the hold-the-offering-price rule, if applicable, if and for so long as directed by the Representative or such Underwriter or the dealer and as set forth in the related pricing wires.

(e) The Issuer acknowledges that, in making the representations set forth in this section, the Representative will rely on (i) the agreement of each Underwriter to comply

with the requirements for establishing issue price of the Series 2026 Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Series 2026 Bonds, as set forth in an agreement among underwriters and the related pricing wires, (ii) in the event a selling group has been created in connection with the initial sale of the Series 2026 Bonds to the public, the agreement of each dealer who is a member of the selling group to comply with the requirements for establishing issue price of the Series 2026 Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Series 2026 Bonds, as set forth in a selling group agreement and the related pricing wires, and (iii) in the event that an Underwriter or dealer who is a member of the selling group is a party to a third-party distribution agreement that was employed in connection with the initial sale of the Series 2026 Bonds to the public, the agreement of each broker-dealer that is a party to such agreement to comply with the requirements for establishing issue price of the Series 2026 Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Series 2026 Bonds, as set forth in the third-party distribution agreement and the related pricing wires. The Issuer further acknowledges that each Underwriter shall be solely liable for its failure to comply with its agreement regarding the requirements for establishing issue price of the Series 2026 Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Series 2026 Bonds, and that no Underwriter shall be liable for the failure of any other Underwriter, or of any dealer who is a member of a selling group, or of any broker-dealer that is a party to a third-party distribution agreement, to comply with its corresponding agreement to comply with the requirements for establishing issue price of the Series 2026 Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Series 2026 Bonds.

(f) The Underwriters acknowledge that sales of any Series 2026 Bonds to any person that is a related party to an underwriter participating in the initial sale of the Series 2026 Bonds to the public (each such term being used as defined below) shall not constitute sales to the public for purposes of this section. Further, for purposes of this section:

(i) "public" means any person other than an underwriter or a related party,

(ii) "underwriter" means (A) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Series 2026 Bonds to the public and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) to participate in the initial sale of the Series 2026 Bonds to the public (including a member of a selling group or a party to a third-party distribution agreement participating in the initial sale of the Series 2026 Bonds to the public),

(iii) a purchaser of any of the Series 2026 Bonds is a "related party" to an underwriter if the underwriter and the purchaser are subject, directly or indirectly, to (A) more than 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct

ownership by one corporation of another), (B) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (C) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other), and

(iv) "sale date" means the date of execution of this Purchase Contract by all parties.

Section 1.3. (a) By acceptance and approval of this Purchase Contract, the Issuer hereby authorizes the use of copies of the Official Statement. The Issuer hereby agrees to provide to the Underwriters within seven (7) business days of the date hereof a PDF word-searchable copy of or sufficient copies of the Official Statement to enable the Underwriters to comply with the requirements of paragraph (b)(4) of Rule 15c2-12 under the Securities Exchange Act of 1934, as amended ("Rule 15c2-12"), and with the requirements of Rule G-32 of the Municipal Securities Rulemaking Board. The Issuer has heretofore "deemed final" the Preliminary Official Statement dated _____, 2026, and relating to the Series 2026 Bonds (the "Preliminary Official Statement") for purposes of paragraph (b)(1) of Rule 15c2-12 and the Issuer acknowledges and ratifies the use by the Underwriters prior to the date hereof of the Preliminary Official Statement in connection with the public offering of the Series 2026 Bonds.

(b) In order to assist the Underwriters in complying with paragraph (b)(5) of Rule 15c2-12, the Issuer will undertake, pursuant to a Continuing Disclosure Undertaking (the "Continuing Disclosure Undertaking"), to be dated as of the Closing Date to provide annual reports and notices of certain events. A form of the Continuing Disclosure Undertaking is set forth as Appendix F to the Preliminary Official Statement and will also be set forth as Appendix F to the Official Statement.

Section 1.4. At approximately 9:00 a.m., Utah time, on _____, 2026, or on such later date as shall be agreed upon in writing by the Issuer and the Representative (the "Closing Date"), the Issuer will cause the Series 2026 Bonds to be delivered to or for the account of the Underwriters in definitive form, duly executed and authenticated, at such place designated by the Representative and will deliver to the Representative the other documents herein mentioned at the offices of Bond Counsel, or such other location as may be mutually agreed upon by the Issuer and the Representative. The Representative will accept such delivery and pay the purchase price of the Series 2026 Bonds as set forth in paragraph 1.1(a) hereof by wire transfer, payable in federal funds or other immediately available funds to the order of the Trustee (such delivery and payment are herein called the "Closing"). The Series 2026 Bonds shall be initially issued in the form of one fully registered bond for each maturity of the Series 2026 Bonds, shall be registered in the name of Cede & Co., as nominee for The Depository Trust Company ("DTC"), and shall be made available to DTC or its agent for the account of the Underwriters in New York, New York (or such other place designated by the Representative).

ARTICLE II

REPRESENTATIONS, WARRANTIES AND AGREEMENTS OF ISSUER

By its acceptance hereof, the Issuer represents and warrants to and covenants with the Underwriters that:

Section 2.1. The Issuer is a quasi-municipal corporation organized and existing pursuant to the Redevelopment Act, created and validly existing under the laws of the State of Utah with full power and authority to consummate the transactions contemplated by the Transaction Documents, including the execution, delivery and/or approval of all documents and agreements referred to herein or therein.

Section 2.2. The governing body of the Issuer has duly adopted the Resolutions, has duly authorized and approved the distribution of the Preliminary Official Statement and the Official Statement, and has duly authorized and approved the execution and delivery of, and the performance by the Issuer of the obligations on its part contained in the Transaction Documents and, as of the Closing Date, each will be in full force and effect and, as of the Closing Date, neither the Resolutions nor any of the Transaction Documents will have been amended, supplemented, rescinded, repealed or otherwise modified except with the approval of the Underwriters.

Section 2.3. The adoption of the Resolutions, the execution and delivery of the Transaction Documents, the compliance by the Issuer with the provisions of any or all of the foregoing documents, and the application of the proceeds of the Series 2026 Bonds for the purposes described in the Official Statement do not and will not conflict with or result in the material breach of any of the terms, conditions or provisions of, or constitute a default under, any existing law, court or administrative regulation, decree or order, agreement, indenture, mortgage, lease or instrument to which the Issuer is a party or by which the Issuer or any of its property is or may be bound.

Section 2.4. The Issuer has duly authorized all necessary action to be taken by it for the adoption of the Resolutions; the issuance and sale of the Series 2026 Bonds by the Issuer upon the terms and conditions set forth herein, in the Official Statement, and in the Transaction Documents; and the execution, delivery and receipt of the Transaction Documents, and any and all such agreements, certificates and documents as may be required to be executed, delivered and received by the Issuer in order to carry out, effectuate and consummate the transactions contemplated hereby and by the Official Statement, including but not limited to such certifications as may be necessary to establish and preserve the excludability from gross income for federal income tax purposes of interest on the Series 2026 Bonds.

Section 2.5. Except as described in the Official Statement, there is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, public board or body, pending or threatened against the Issuer or others (a) affecting the existence of the Issuer or the titles of its officers to their respective offices; (b) seeking to prohibit, restrain or enjoin the sale, issuance or delivery of the Series 2026 Bonds or the revenues or assets of the Issuer mortgaged, appropriated, encumbered or pledged pursuant to the Indenture; (c) in any way contesting or

affecting the validity or enforceability of the Series 2026 Bonds or any of the Transaction Documents or the transactions contemplated thereby; (d) contesting in any way the completeness or accuracy of the Preliminary Official Statement or the Official Statement; or (e) contesting the powers of the Issuer or any authority for the issuance of the Series 2026 Bonds or the execution and delivery of any of the Transaction Documents.

Section 2.6. When delivered to and paid by the Underwriters at the Closing in accordance with the provisions of this Purchase Contract, the Series 2026 Bonds will have been duly authorized, executed, issued and delivered and will constitute valid and binding special limited obligations of the Issuer in conformity with, and entitled to the benefit and security of the Indenture.

Section 2.7. The Issuer is not in breach of or in default under any material existing law, court or administrative regulation, decree or order, ordinance, resolution, agreement, indenture, mortgage, lease, sublease or other instrument to which the Issuer is a party or by which the Issuer or its property is bound; and the execution and delivery of the Series 2026 Bonds, the Transaction Documents, and this Purchase Contract, and compliance with the provisions thereof, will not conflict with or constitute a material breach or a default under any law, administrative regulation, judgment, decree, loan agreement, mortgage, indenture, deed of trust, note, resolution, agreement or other instrument to which the Issuer or its property is or may be bound.

Section 2.8. No event has occurred or is continuing which, with the passage of time or the giving of notice, or both, would constitute a default or an event of default under the Transaction Documents, or which could have a material adverse effect on the financial condition of the Issuer, receipt by the Issuer of the Pledged Revenues or the Pledged Sales Tax Revenues, or the transactions contemplated by the Transaction Documents, or have a material adverse effect on the validity or enforceability in accordance with their respective terms of the Transaction Documents or this Purchase Contract or in any way adversely affect the existence or any powers of the Issuer or the titles of its officers to their respective positions or the excludability from gross income for federal income tax purposes of interest on the Series 2026 Bonds.

Section 2.9. The information contained in the Preliminary Official Statement was, as of its date, and will be, as of the Closing Date, true and correct in all material respects. The Preliminary Official Statement, as of its date, does not contain, and the Official Statement, as of its date and as of the Closing Date, will not contain any untrue statement of a material fact, and the Preliminary Official Statement, as of its date, does not omit and the Official Statement, as of its date and as of the Closing Date, will not omit to state a material fact required to be stated therein or necessary to make the statements made therein, in the light of the circumstances under which they were made, not misleading; provided, however, that this representation and warranty shall not be deemed to cover or apply to (x) information provided to the Issuer in writing by the Underwriters and included on the inside front cover page of the Preliminary Official Statement or the Official Statement regarding the principal amount, interest rates, maturities and initial public offering prices of the Series 2026 Bonds or (y) statements in the Preliminary Official Statement or the Official Statement under the captions "THE SERIES 2026 BONDS—Book-Entry Only System," "UNDERWRITING," and Appendix F.

Section 2.10. The Issuer will not take or omit to take any action which will in any way cause the proceeds from the sale of the Series 2026 Bonds to be applied or result in such proceeds being applied in a manner inconsistent with the Transaction Documents.

Section 2.11. The Issuer hereby authorizes the use of the Official Statement, including all amendments and supplements thereto, by the Underwriters in connection with the public offering and sale of the Series 2026 Bonds and consents to the use by the Underwriters prior to the date hereof of the Preliminary Official Statement in connection with the public offering and sale of the Series 2026 Bonds.

Section 2.12. The Issuer agrees to reasonably cooperate with the Underwriters in any endeavor to qualify the Series 2026 Bonds for offering and sale under the securities or "Blue Sky" laws of such jurisdictions of the United States as the Underwriters may request; provided, however, that the Issuer shall not be required with respect to the offer or sale of the Series 2026 Bonds to file written consent to suit or to file written consent to service of process in any jurisdiction. The Issuer hereby consents to the use of the Official Statement by the Underwriters in obtaining such qualification.

Section 2.13. If between the date of this Purchase Contract and 25 days following the "end of the underwriting period" (which the Issuer can assume is the Closing Date unless otherwise notified in writing by the Representative) any event shall occur which might or would cause the Official Statement to contain any untrue statement of a material fact or to omit to state any material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstance under which they were made, not misleading, the Issuer shall notify the Representative and if, in the opinion of the Representative, such event requires the preparation and publication of a supplement or amendment to the Official Statement, the Issuer will supplement or amend the Official Statement in a form and in a manner approved by the Representative. If the Official Statement is amended or supplemented subsequent to the date hereof and prior to the Closing, the Underwriters may terminate this Purchase Contract by notification to the Issuer at any time prior to the Closing if, in the reasonable judgment of the Representative, such amendment or supplement has or will have a material adverse effect on the market price or marketability of the Series 2026 Bonds.

Section 2.14. When executed by the respective parties thereto, this Purchase Contract and the Transaction Documents will constitute legal, valid and binding obligations of the Issuer enforceable in accordance with their respective terms except that the rights and obligations under the Transaction Documents, and this Purchase Contract are subject to bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance and other similar laws affecting creditors' rights, to the application of equitable principles if equitable remedies are sought, to the exercise of judicial discretion in appropriate cases and to limitations on legal remedies against public agencies in the State of Utah.

Section 2.15. The Issuer has complied, and, will at the Closing be in compliance in all respects, with the obligations on its part contained in the Transaction Documents and this Purchase Contract and any and all other agreements relating thereto.

Section 2.16. Each representation, warranty or agreement stated in any certificate signed by any officer of the Issuer and delivered to the Underwriters at or before the Closing shall constitute a representation, warranty, or agreement by the Issuer upon which the Underwriters shall be entitled to rely.

Section 2.17. Except as described in the Official Statement, the Issuer has not otherwise pledged or assigned the Pledged Revenues other than to secure and pay the Series 2026 Bonds and the Series 2026 Bonds enjoy a first lien and pledge on the Pledged Revenues.

Section 2.18. To the best of its knowledge, the Issuer has never failed to pay principal and interest when due on any of its bonded indebtedness or other obligations.

Section 2.19. The audited financial statements of the Issuer as of, and for the year ended June 30, 2024, a copy of which has heretofore been delivered to the Underwriters, present fairly the financial position of the Issuer at June 30, 2024, and the results of its operations and changes in financial position for the year then ended; any other statements and data submitted in writing by the Issuer to the Underwriters in connection with this Purchase Contract are true and correct in all material respects as of their respective dates; except as described in the Official Statement and except as otherwise disclosed by the Issuer to the Underwriters, since June 30, 2024, there has been no material adverse change in the condition, financial or otherwise, of the Issuer from that set forth in the audited financial statements as of and for the year ended that date, and the Issuer has not since June 30, 2024, incurred any material liabilities, directly or indirectly, whether or not arising in the ordinary course of its operations.

Section 2.20. For the past five years the City has been in material compliance with each and every continuing disclosure undertaking it has entered into pursuant to Rule 15c2-12, except as disclosed in the Official Statement.

Section 2.21. The Issuer will not take or omit to take any action that will in any way cause the proceeds from the sale of the Series 2026 Bonds to be applied or result in such proceeds being applied in a manner inconsistent the Indenture.

Section 2.22. All authorizations, approvals, consents and orders of any governmental authority, legislative body, board, agency or commission having jurisdiction which are required for the due authorization of, which would constitute a condition precedent to, or the absence of which would materially adversely affect, the issuance of the Series 2026 Bonds or the due performance by the Issuer of its obligations under this Purchase Contract and the Series 2026 Bonds have been duly obtained or will be obtained prior to the Closing, except for such authorizations, approvals, consents and orders (if any) as may be required under the "Blue Sky" or securities laws of any jurisdiction in connection with the offering and sale of the Series 2026 Bonds.

ARTICLE III

UNDERWRITERS' CONDITIONS

Section 3.1. The Representative, on behalf of the Underwriters, has entered into this Purchase Contract in reliance upon the performance by the Issuer of its obligations hereunder. The Underwriters' obligations under this Purchase Contract are and shall be subject to the following further conditions:

(a) At the time of Closing for the Series 2026 Bonds, (1) the Transaction Documents shall be in full force and effect and shall not have been revoked, rescinded, repealed, amended, modified or supplemented, except as therein permitted or as may have been agreed to in writing by the Representative, and (2) the Issuer shall have duly adopted and there shall be in full force and effect such resolutions and ordinances as, in the opinion of Gilmore & Bell, P.C., bond counsel to the Issuer ("Bond Counsel"), shall be necessary in connection with the transactions contemplated hereby.

(b) The Underwriters may terminate their obligations hereunder by written notice to the Issuer if, at any time subsequent to the date hereof and on or prior to the Closing Date:

(i) (A) Legislation shall have been introduced in, enacted by the Congress of the United States, or recommended to the Congress or otherwise endorsed for passage (by press release, other form of notice or otherwise) by the President of the United States or the United States Department of the Treasury or the Internal Revenue Service or any member of the United States Congress or favorably reported for passage to either House of Congress by any Committee of such House to which such legislation has been referred for consideration, or (B) a decision shall have been rendered by a court established under Article III of the Constitution of the United States, or the United States Tax Court, or (C) an order, ruling, regulation, or communication (including a press release) shall have been issued by the Treasury Department of the United States or the Internal Revenue Service or (D) any action shall be taken or statement made by or on behalf of the President of the United States or the Department of Treasury or the Internal Revenue Service or any member of the United States Congress indicates or implies that legislation will be introduced in the current or next scheduled session of the United States Congress, with respect to or affecting (directly or indirectly) the federal or state taxation of interest received on obligations of the general character of the Series 2026 Bonds which, in the judgment of the Underwriters, materially adversely affects the market price or marketability of the Series 2026 Bonds or the ability of the Underwriters to enforce contracts for the sale, at the contemplated offering prices (or yields), of the Series 2026; or

(ii) Legislation shall be introduced or enacted (or resolution passed) by the Congress of the United States or an order, decree, or injunction issued by any court of competent jurisdiction, or an order, ruling, regulation (final, temporary, or proposed), press release or other form of notice issued or made by or on behalf of

the Securities and Exchange Commission (the "SEC"), or any other governmental agency having jurisdiction of the subject matter or any action shall be taken by the SEC which, in the opinion of the Underwriters, has the effect of requiring the offer or sale of the Series 2026 Bonds to be registered under the Securities Act of 1933, as amended (the "Securities Act") or any other "security," as defined in the Securities Act, issued in connection with or as part of the issuance of the Series 2026 Bonds to be so registered or the Indenture to be qualified as an indenture under the Trust Indenture Act of 1939, as amended; or any event shall have occurred or shall exist which, in the reasonable judgment of the Underwriters, makes or has made untrue or incorrect in any respect any statement or information contained in the Official Statement or is not or was not reflected in the Official Statement but should be or should have been reflected therein in order to make the statements or information contained therein not misleading in any material respect; or that the issuance, offering, or sale of obligations of the general character of the Series 2026 Bonds, including any or all underlying arrangements, as contemplated hereby or by the Official Statement or otherwise, is or would be in violation of the federal securities law as amended and then in effect; or

(iii) In the reasonable judgment of the Underwriters, it is impractical or inadvisable for the Underwriters to market or sell or enforce agreements to sell Series 2026 Bonds because (A) trading in securities generally shall have been suspended on the New York Stock Exchange, Inc., or a general banking moratorium shall have been established by federal or the State of Utah authorities or a material disruption in commercial banking or securities settlement or clearance services shall have occurred, or (B) the New York Stock Exchange or other national securities exchange, or any governmental authority shall have: (i) imposed additional material restrictions not in force as of the date hereof with respect to trading in securities generally, or to the Series 2026 Bonds or obligations similar to the Series 2026 Bonds or (ii) materially increased restrictions now in force with respect to the extension of credit by or the charge to the net capital requirements of Underwriters or broker dealers; or (C) the State of Utah shall have taken any action, whether administrative, legislative, judicial or otherwise, which would have a material adverse effect on the marketing or sale of the Series 2026 Bonds, including any action relating to the tax status of the Series 2026 Bonds under federal or Utah law as set forth in the opinion of Bond Counsel attached as Appendix E to the Official Statement, or (D) the United States shall have become engaged in hostilities which have resulted in a declaration of war or a national emergency or there shall have occurred any other outbreak or escalation of hostilities or a national or international calamity or crisis, financial or otherwise (or any escalation thereof); or (E) a war involving the United States of America shall have been declared or any other conflict involving the armed forces of the United States of America has escalated; or (F) there shall have occurred the declaration of a general banking moratorium by any authority of the United States or the States of New York or Utah or if any material disruption in commercial banking or securities settlement or clearance services shall have occurred; or (G) of any other calamity or crisis in the financial markets of the United States or elsewhere (or any escalation thereof); or (H) of a downgrade of the sovereign debt rating of the United States by any major

credit rating agency or payment default on United States Treasury obligations; or (I) of a default with respect to the debt obligations of, or the institution of proceedings under any federal bankruptcy laws by or against any state of the United States or any city, county or other political subdivision located in the United States having a population of over 1,000,000; or

(iv) Any financial rating assigned to the Series 2026 Bonds or any other obligations of the Issuer by S&P Global Ratings ("S&P"), Fitch Ratings, Inc. ("Fitch"), or Moody's Investors Service, Inc. ("Moody's"), as the case may be, shall have been downgraded, withdrawn, or any other action taken, and such action, in the opinion of the Underwriters, has a material adverse effect on the market price or marketability of the Series 2026 Bonds; or

(v) Any litigation shall be instituted, pending or threatened (A) to restrain or enjoin the issuance, sale or delivery of the Series 2026 Bonds, (B) in any way contesting or affecting any authority for or the validity of the Series 2026 Bonds, any of the proceedings of the Issuer or the Trustee taken with respect to the issuance or sale thereof, the pledge, appropriation or application of any moneys or securities provided for the payment of the Series 2026 Bonds, or (C) in any way contesting or affecting the existence or powers of the Issuer or the Trustee or the titles of their officers to their respective offices; or

(vi) Any other event or circumstances shall have occurred which shall be beyond the reasonable control of the Underwriters and, in the opinion of the Underwriters, might in any way have a material adverse effect on the market price or marketability of the Series 2026 Bonds or the ability of the Underwriters to enforce contracts for the sale, at the contemplated offering prices (or yields), of the Series 2026 Bonds.

(c) At or prior to the Closing, the Underwriters shall receive the following:

(i) The approving opinion of Gilmore & Bell, P.C., Bond Counsel, dated the Closing Date, in substantially the form attached as Appendix E to the Official Statement;

(ii) The letter of Gilmore & Bell, P.C., as disclosure counsel to the Issuer, dated the Closing Date and addressed to the Underwriters, in standard form for similar transactions;

(iii) The opinion of _____, as legal counsel to the Issuer, in standard form for similar transactions and satisfactory to Bond Counsel and the Underwriters;

(iv) The opinion of _____, City Attorney in form and substance satisfactory to Bond Counsel and the Underwriters and relating to, among other things, the Pledge Agreement and the City Sales Tax Indenture;

(v) The Issuer's certificate, dated the Closing Date, signed by the Executive Director and City Recorder of the Issuer and in form and substance satisfactory to the Underwriters and Bond Counsel, to the effect that (A) the representations of the Issuer herein are true and correct in all material respects as of the Closing Date as if made on the Closing Date; (B) except as disclosed in the Official Statement, no litigation is pending or, to the best of their knowledge, threatened against the Issuer (i) to restrain or enjoin the issuance or delivery of any of the Series 2026 Bonds or the collection of Pledged Revenues pledged under the Indenture or the Pledged Sales Tax Revenues, (ii) in any way contesting or affecting the authority for the issuance of the Series 2026 Bonds or the adoption of the Resolutions or the execution and delivery of the Transaction Documents, the validity or enforceability of the Series 2026 Bonds and the Transaction Documents, or the excludability from gross income for federal income tax purposes of interest on the Series 2026 Bonds, (iii) questioning or challenging any power of the Issuer, or (iv) in any way contesting the organization, existence or powers of the Issuer or the titles of its officers to their respective offices, or (v) contesting or attempting to restrain or enjoining the application of the proceeds thereof or the payment, collection or application of the Pledged Revenues or Pledged Sales Tax Revenues or the pledge of the Pledged Revenues or Pledged Sales Tax Revenues, or of other moneys, rights and interests pledged pursuant to the Indenture or the adoption of the Resolutions; (C) the descriptions and information contained in the Official Statement relating to the Issuer, its organization and financial and other affairs, and the application of the proceeds of sale of the Series 2026 Bonds are correct in all material respects, as of the date of the Official Statement and as of the Closing Date; (D) such descriptions and information, as of the date of the Official Statement did not, and as of said Closing Date do not, contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements made therein, in the light of the circumstances under which they were made, not misleading; (E) no event affecting the Issuer has occurred since the date of the Official Statement that should be disclosed in the Official Statement for the purpose for which it is to be used or that is necessary to be disclosed therein in order to make the statements and information therein not misleading in any material respect; (F) the Transaction Documents have been duly authorized, executed and delivered by the Issuer and, assuming due authorization, execution and delivery by the other parties thereto, the Transaction Documents constitute legal, valid and binding agreements of the Issuer enforceable in accordance with their respective terms except as enforcement may be limited by bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting creditors' rights and by the availability of equitable remedies; (G) the Resolutions authorizing the execution and delivery of the Transaction Documents have been duly adopted and have not been modified, amended or repealed; and (H) the execution and delivery of the Transaction Documents and this Purchase Contract and compliance with the provisions thereof, under the circumstances contemplated thereby, do not and will not in any material respect conflict with or constitute on the part of the Issuer a breach of or default under any indenture, mortgage, deed of trust, agreement or

other instrument to which the Issuer is a party or any law, public administrative rule or regulation, court order or consent decree to which the Issuer is subject;

(vi) Copies of each of the Resolutions and the Transaction Documents, duly executed by each of the parties thereto;

(vii) Copies of the Tax Certificate of the Issuer, relating to matters affecting the excludability from gross income for federal income tax purposes of interest on the Series 2026 Bonds, including the use of proceeds of sale of the Series 2026 Bonds and matters relating to arbitrage rebate pursuant to Section 148 of the Code and the applicable regulations thereunder, in form and substance satisfactory to Bond Counsel;

(viii) A copy of the Preliminary Official Statement and the Official Statement;

(ix) The opinion of _____, as counsel to the Underwriters;

(x) [Evidence satisfactory to the Underwriters that the Series 2026 Bonds have received ratings of "AAA" and "AA+" from S&P and Fitch, respectively;]

(xi) All documents, certificates and opinions required by the Indenture; and

(xii) Such additional legal opinions, certificates, instruments and other documents as the Representative or Bond Counsel may reasonably request.

All the opinions, letters, certificates, instruments and other documents mentioned above or elsewhere in this Purchase Contract shall be deemed to be in compliance with the provisions hereof if, but only if, they are in form and substance satisfactory to the Underwriters, and the Underwriters shall have the right to waive any condition set forth in this Section.

ARTICLE IV

EXPENSES

Section 4.1. All expenses and costs in connection with the authorization, issuance and sale of the Series 2026 Bonds to the Underwriters, including rating agency fees, the costs of printing the Official Statement and the Preliminary Official Statement, advertising costs, the initial fees of the Trustee in connection with the issuance of the Series 2026 Bonds, the fees and expenses of Bond Counsel, the fees and expenses of counsel to the Issuer, the Municipal Advisor, and travel, lodging, and meal expenses incurred by or on behalf of Issuer employees and representatives in connection with the issuance of the Series 2026 Bonds, and other expenses shall be costs and expenses of the Issuer and shall be paid by the Issuer.

Section 4.2. All out-of-pocket expenses of the Underwriters directly related to the offering of the Series 2026 Bonds, including, but not limited to, the fees and expenses of

Underwriters' Counsel and the fees of _____for a continuing disclosure compliance review shall be included in the expense component of the underwriting fee.

ARTICLE V

GENERAL

Section 5.1. Any notice or other communication to be given to the Underwriters under this Purchase Contract may be given by delivering the same in writing to the Representative at _____, [address], Attention: [attention]. Any notice or other communication to be given to the Issuer under this Purchase Contract may be given by delivering the same in writing to Lindon City Redevelopment Agency, 100 North State Street, Lindon, Utah 84042, Attention: [attention], with a copy thereof to the City Attorney at the same address.

Section 5.2. This Purchase Contract is made solely for the benefit of the Issuer and the Underwriters (including their successors or assigns) and no other person shall acquire or have any right hereunder or by virtue hereof. All the representations, warranties, covenants and agreements contained herein shall remain operative and in full force and effect and shall survive delivery of and payment of the Series 2026 Bonds hereunder and regardless of any investigation made by the Underwriters or on their behalf.

Section 5.3. This Purchase Contract shall be governed by the laws of the State of Utah.

Section 5.4. The Issuer acknowledges and agrees that (i) the purchase and sale of the Series 2026 Bonds pursuant to this Purchase Contract is an arm's-length commercial transaction between the Issuer and the Underwriters, (ii) in connection therewith and with the discussions, undertakings and procedures leading up to the consummation of such transaction, the Underwriters are and have been acting solely as principals and are not acting as agents, advisors or fiduciaries of the Issuer, (iii) the Underwriters have not assumed an advisory or fiduciary responsibility in favor of the Issuer with respect to the offering contemplated hereby or the discussions, undertakings and procedures leading thereto (irrespective of whether the Underwriters have provided other services or is currently providing other services to the Issuer on other matters) and the Underwriters have no obligation to the Issuer with respect to the offering contemplated hereby except the obligations expressly set forth in this Purchase Contract, (iv) the Underwriters are not acting as municipal advisor (as defined in Section 15B of the Securities Exchange Act of 1934, as amended), and (v) the Issuer consulted its own legal, financial and other advisors to the extent it deemed appropriate in connection with the offering of the Series 2026 Bonds. The Issuer has retained LRB Public Finance Advisors, Inc., as its Independent Registered Municipal Advisor in this transaction.

Section 5.5. This Purchase Contract contains the entire agreement between the parties relating to the subject matter hereof, and all previous representations, endorsements, promises, agreements or understandings, oral, written or inferred, between the parties relating to the subject matter hereof are superseded hereby.

Section 5.6. (a) The Representative represents and warrants that it is not currently engaged in a boycott of the State of Israel or an economic boycott of a boycotted company, as such

terms are defined in the immediately succeeding two sentences. As currently defined in Section 63G-27-102(5) of the Utah Code, "economic boycott" means an action targeting a "boycotted company" with the intention of penalizing or inflicting economic harm to such company. Furthermore, as currently defined in Section 63G-27-102(3) of the Utah Code "boycotted company" means a company that (1) engages in the exploration, production, utilization, transportation, sale, or manufacture of fossil fuel-based energy, timber, mining, or agriculture, (2) engages in, facilitates, or supports the manufacture, distribution, sale, or use of firearms, (3) does not meet or commit to meet environmental standards, including standards for eliminating, reducing, offsetting, or disclosing greenhouse gas-emissions, beyond applicable state and federal law requirements or (4) does not facilitate or commit to facilitate access to abortion or sex characteristic surgical procedures. The Underwriter covenants and agrees not to engage in a boycott of the State of Israel or an economic boycott of a boycotted company for the duration of any contractual arrangement with the Issuer, including this Purchase Contract.

(b) The Representative is aware that the other Underwriter has made certifications and undertakings to the Issuer in a separate document, which document is attached hereto as Exhibit D and which separate document is hereby incorporated into this Purchase Contract. The Representative consents to the incorporation of such other certificate into this Purchase Contract. The Issuer acknowledges that the Representative shall be solely responsible for its failure to comply with the certifications and undertakings made by the Representative in this Section 5.6 of the Purchase Contract, and each Underwriter shall be solely responsible for its failure to comply with the certifications and undertakings made by such other Underwriter in its certificate attached as Exhibit D.

(c) Each of the foregoing provisions of this section shall be interpreted and construed consistent with the requirements of Section 63G-27-201 Utah Code Annotated 1953, as amended, as such section may be amended from time to time. The Representative acknowledges that the Issuer is relying on the foregoing provisions of this section as a condition to the Representatives execution and delivery of this Purchase Contract.

Section 5.7. This Purchase Contract may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument.

Section 5.8. Each party hereto acknowledges and agrees that it may execute this Purchase Contract, and any variation or amendment hereto, using Electronic Signatures, as hereinafter defined. Such Electronic Signatures are intended to authenticate this writing and to have the same force and effect as handwritten signatures.

"Electronic Signature" means any electronic sound, symbol, or process attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record, including facsimile or email electronic signatures, pursuant to applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the Utah Uniform Electronic Transaction Act, or any other similar state laws based on the Uniform Electronic Transactions Act, as amended from time to time.

This Purchase Contract shall become effective upon the execution by _____, as Representative of the Underwriters, and the acceptance hereof by the Issuer.

Very truly yours,

_____, as Representative of itself and _____

By: _____

Its: _____

LINDON CITY REDEVELOPMENT AGENCY

By:_____

Its:_____

ATTEST:

By:_____
City Recorder

EXHIBIT A

REPRESENTATIONS, WARRANTIES AND AGREEMENTS OF THE CITY

In order to induce the Underwriters to enter into the Bond Purchase Contract dated _____, 2026 (the "Purchase Contract"), by and between the Lindon City Redevelopment Agency (the "Agency") and _____ and _____(together, the "Underwriters"), relating to the Agency's $_____ Sales Tax and Tax Increment Revenue Bonds, Series 2026 (the "Series 2026 Bonds"), with full realization and appreciation of the fact that the investment value of the Series 2026 Bonds and the ability of the Agency to sell and the Underwriters to resell the Series 2026 Bonds are dependent in part upon the credit standing of the City and in consideration of the foregoing and execution and delivery of the Purchase Contract, the City represents and warrants to and covenants with the Underwriters as follows:

1. The City is and will be at the Closing Date a validly organized and existing municipal corporation under the laws of the State of Utah with full power and authority to execute, deliver and perform its obligations under the Pledge Agreement and the City Sales Tax Indenture, including the execution, delivery and/or approval of all documents and agreements referred to therein.

2. The execution and delivery of the Pledge Agreement and the City Sales Tax Indenture, and compliance by the City with the provisions of any or all of the foregoing documents and the application of the proceeds of the Series 2026 Bonds for the purposes described in the Preliminary Official Statement do not and will not conflict with or result in the breach of any of the terms, conditions or provisions of, or constitute a default under, any existing law, court or administrative regulation, decree or order, agreement, indenture, mortgage, lease or instrument to which the City is a party or by which the City or any of its property is or may be bound.

3. The City has duly authorized all necessary action to be taken by it for the execution, delivery and receipt of each of the Pledge Agreement and the City Sales Tax Indenture, and any and all such agreements, certificates and documents as may be required to be executed, delivered and received by the City in order to carry out, effectuate and consummate the transactions contemplated by the Purchase Contract and by the Official Statement.

4. [With the exception of the [_____], the City has not otherwise pledged or assigned the Pledged Sales Taxes other than to secure the Series 2026 Bonds and the Series 2026 Bonds enjoy a first lien and pledge on the Pledged Sales Tax Revenues on a parity with the [_____].]

5. When executed by the respective parties thereto, the Pledge Agreement and the City Sales Tax Indenture will constitute legal, valid and binding obligations of the City enforceable in accordance with their respective terms.

6. The City has complied, and will at the Closing be in compliance in all respects, with the obligations on its part contained in the Pledge Agreement and the City Sales Tax Indenture and any and all other agreements relating thereto.

7. There is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, public board or body, pending or threatened against the City or others (a) affecting the existence of the City or the titles of its officers to their respective offices, (b) seeking to prohibit, restrain or enjoin the sale, issuance or delivery of the Series 2026 Bonds or the revenues or assets of the City pledged to pay the debt service on the Series 2026 Bonds, (c) the validity or enforceability of the Pledge Agreement or the City Sales Tax Indenture, (d) contesting in any way the completeness or accuracy of the Preliminary Official Statement or the Official Statement or (e) contesting the powers of the City or any authority for the execution and delivery of the Pledge Agreement or the City Sales Tax Indenture, or the execution and delivery of any of the Pledge Agreement or the City Sales Tax Indenture or the transactions contemplated thereby.

8. The City is not in breach of or default under any applicable law or administrative regulation of the State of Utah or the United States or any applicable judgment or decree or any loan agreement, note, resolution, agreement, indenture, mortgage, lease, sublease or other instrument to which the City is a party or to which it or any of its property is otherwise subject; and the execution and delivery of the Pledge Agreement and the City Sales Tax Indenture is a party, and compliance with the provisions of each thereof, will not conflict with or constitute a breach of or default under any law, administrative regulation, judgment, decree, loan agreement, note, resolution, agreement or other instrument to which the City is a party or to which it or any of its property is otherwise subject.

9. No event has occurred or is continuing which, with the passage of time or the giving of notice, or both, would constitute a default or an event of default under the Pledge Agreement or the City Sales Tax Indenture in any manner or to any extent which could have a material adverse effect on the financial condition of the City, the operation of the City, the due performance by the City of its obligations in connection with the execution and delivery of the Pledge Agreement and the City Sales Tax Indenture, or the ability of the City to carry out the transactions contemplated by the Purchase Contract and the Preliminary Official Statement, or have an adverse effect on the validity or enforceability, in accordance with their respective terms, of the Pledge Agreement or the City Sales Tax Indenture or in any way adversely affect the existence or powers of the City.

10. The City has never failed to pay principal and interest when due on any of its bonded indebtedness or other obligations.

11. The City's audited financial statements as of and for the year ended June 30, 2024, a copy of which has heretofore been delivered to the Underwriters, present fairly the financial position of the City at June 30, 2024 and the results of its operations and changes in financial position for the year then ended; any other statements and data submitted in writing by the City to the Underwriters in connection with the transactions contemplated by the Purchase Contract are true and correct in all material respects as of their respective dates; except as described in the Official Statement, since June 30, 2024 there has been no

material adverse change in the condition, financial or otherwise, of the City from that set forth in the audited financial statements as of and for the year ended that date, and the City has not since June 30, 2024 incurred any material liabilities, directly or indirectly, whether or not arising in the ordinary course of its operations.

12. The information contained in the Preliminary Official Statement relating to the City, the application of the proceeds of sale of the Series 2026 Bonds, and the participation by the City in the transactions contemplated by the Purchase Contract and the Preliminary Official Statement was, as of its date, and is, as of the hereof, true and correct in all material respects. The Preliminary Official Statement, as of its date, does not contain, and the Official Statement, as of its date and as of the Closing Date, will not contain any untrue statement of a material fact, and the Preliminary Official Statement, as of its date, does not omit and the Official Statement, as of its date and as of the Closing Date, will not omit to state a material fact required to be stated therein or necessary to make the statements made therein, in the light of the circumstances under which they were made, not misleading; provided, however, that this representation and warranty shall not be deemed to cover or apply to (x) information provided in writing by the Underwriters and included on the inside front cover page of the Official Statement regarding the principal amount, interest rates, maturities and initial public offering prices of the Series 2026 Bonds or (y) statements in or omissions in the Preliminary Official Statement or the Official Statement under the captions "THE SERIES 2026 BONDS—Book-Entry Only System," "UNDERWRITING," APPENDIX B, APPENDIX C, or APPENDIX F.

13. The City hereby authorizes the use of the Official Statement, including all amendments and supplements thereto, by the Underwriters in connection with the public offering and sale of the Series 2026 Bonds and consents to the use by the Underwriters prior to the date hereof of the Preliminary Official Statement in connection with the public offering and sale of the Series 2026 Bonds.

14. The City agrees reasonably to cooperate with the Underwriters in any endeavor to qualify the Series 2026 Bonds for offering and sale under the securities or "blue sky" laws of such jurisdictions of the United States as the Underwriters may request; provided, however, that the City shall not be required with respect to the offer or sale of the Series 2026 Bonds to file written consent to suit or to file written consent to service of process in any jurisdiction. The City hereby consents to the use of the Official Statement and the Transaction Documents by the Underwriters in obtaining such qualification.

15. If at any time from the date of this Purchase Contract through twenty five (25) days following the "end of the underwriting period" (as defined in Rule 15c2-12) any event shall occur that might or would cause the Official Statement to contain any untrue statement of a material fact or to omit to state any material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, the City shall notify the Underwriters and if, in the opinion of the Underwriters, such event requires the preparation and publication of a supplement or amendment to the Official Statement, the City will request that the Agency supplement or amend the Official Statement in a form and in a manner approved by the Underwriters.

16. Each representation, warranty or agreement stated in any certificate signed by any officer of the City and delivered to the Underwriters or the Trustee at or before the Closing shall constitute a representation, warranty or agreement by the City upon which the Underwriters and the Trustee shall be entitled to rely.

17. Any instances of non-compliance by the City within the last five years with each undertaking it has entered into pursuant to Rule 15c2-12, have been properly disclosed by the City in the Preliminary Official Statement and the Official Statement.

18. The City provided all authorizations, approvals, consents and orders which would constitute a condition precedent to, or the absence of which would materially adversely affect, the issuance of the Series 2026 Bonds.

19. Capitalized terms used herein and not otherwise defined shall have the meanings given to such terms in the Purchase Contract.

LINDON CITY, UTAH

By:_____
Mayor

ATTEST:

By:_____
City Recorder

(CITY SEAL)

EXHIBIT B

$_____
Lindon City Redevelopment Agency
Sales Tax and Tax Increment Revenue Bonds, Series 2026

Maturity Date (_____)	Principal Amount	Interest Rate	Yield	Pricing Rule

_____

[* General Rule Maturities.]
[There were no hold-the-offering price maturities.]

[c Yield to optional call on _____.]

EXHIBIT C

FORM OF
UNDERWRITERS' RECEIPT FOR BONDS AND ISSUE PRICE CERTIFICATE

$_____
Lindon City Redevelopment Agency
Sales Tax and Tax Increment Revenue Bonds, Series 2026

The undersigned, on behalf of _____, for itself and _____(the "Original Purchaser Group"), as the representative of the Original Purchaser Group (the "Representative") of the above-described bonds (the "Bonds"), being issued on the date of this Certificate by the Lindon City Redevelopment Agency (the "Issuer"), certifies and represents as follows:

1. Receipt of the Bonds. The Representative on behalf of the Original Purchaser Group hereby acknowledges receipt of the Bonds pursuant to the Bond Purchase Contract (the "Purchase Contract") by and between the Representative and the Issuer, dated _____, 2026 (the "Sale Date"). The Bonds are issued as fully registered bonds, and are dated, mature on the dates, bear interest at the rates per annum, and are numbered as set forth in the Indenture (as defined in the Purchase Contract.)

2. Issue Price. For purposes of this certificate the following definitions apply:

"Effective Time" means the time on the Sale Date that the Purchase Contract to purchase the Bonds became enforceable.

"Holding Period" means with respect to each Undersold Maturity the period beginning on the Sale Date and ending on the earlier of the following:

(1) the close of the fifth (5th) business day after the Sale Date; or

(2) the date and time at which the Purchaser has sold at least 10% of that Undersold Maturity of the Bonds to the Public at one or more prices that are no higher than the Initial Offering Price.

"Initial Offering Price" means the price listed on Exhibit A for each Maturity.

"Maturity" means Bonds with the same credit and payment terms; Bonds with different maturity dates, or Bonds with the same maturity date but different stated interest rates, are treated as separate maturities.

"Public" means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriting Firm or a related party to an Underwriting Firm. An Underwriting Firm and a person are related if it and the person are subject, directly or indirectly, to (A) more than 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (B) more than 50% common ownership of their capital interests or profits interests, if both entities

are partnerships (including direct ownership by one partnership of another), or (C) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other.

"Purchasers" means _____ and _____, on their own behalf and as representative of each Underwriting Firm, as applicable.

"Undersold Maturity" or "Undersold Maturities" means any Maturity for which less than 10% of the principal amount of Bonds of that Maturity were sold as of the Effective Time.

"Underwriting Firm" means (A) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public, and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) of this definition to participate in the initial sale of the Bonds to the Public (including a member of a selling group or a party to a third-party distribution agreement participating in the initial sale of the Bonds to the Public).

The Representative represents as follows:

1. Attached as Attachment 1 is a copy of the pricing wire or similar communication used to communicate the Initial Offering Price of each Maturity to the Public.

2. As of the Effective Time all the Bonds were the subject of an initial offering to the Public.

3. As of the date of this certificate, for each Maturity (other than any Undersold Maturity) of the Bonds, the first price at which at least 10% of such Maturity was sold to the Public is the respective price listed in Attachment 1.

4. As of the Effective Time there were no Undersold Maturities.

_____, as Representative
of the Original Purchaser Group

By: _____

Its: _____

EXHIBIT A – [*same as in Bond Purchase Contract*]
ATTACHMENT 1 -- Initial Offering Price Documentation
[Attach Pricing Wire or Other Offering Price Documentation]

EXHIBIT D

CERTIFICATION RE: PUBLIC CONTRACT BOYCOTT RESTRICTIONS

Lindon City Redevelopment Agency
Sales Tax and Tax Increment Revenue Bonds, Series 2026

The undersigned (the "Underwriter") provides this Certification re: Public Contract Boycott Restrictions, to the Lindon City Redevelopment Agency (the "Agency"), a quasi-municipal corporation organized and existing pursuant to the Redevelopment Act, created and validly existing under the laws of the State of Utah, as of the date set forth below and as of the date of that certain Purchase Contract (the "Purchase Contract"), to be entered into by the Agency and _____ (the "Representative"), as representative of itself and the Underwriter, as one of the underwriters of the above-referenced Bonds.

(a) The Underwriter hereby certifies to the Agency that the Underwriter is not currently engaged in:

(i) a Boycott of the State of Israel (as defined in Section 63G-27-102 Utah Code Annotated 1953, as amended); or

(ii) an Economic Boycott (as defined below).

(b) The Underwriter agrees not to engage in a Boycott of the State of Israel for the duration of the Purchase Contract.

(c) The Underwriter agrees to notify the Agency in writing if the Underwriter begins engaging in an Economic Boycott.

(d) For purposes of this Certificate, each of the following terms shall have the meaning ascribed thereto below:

(i) "Boycott Action" means refusing to deal, terminating business activities, or limiting commercial relations.

(ii) "Boycotted Company" means a Company that: (A) engages in the exploration, production, utilization, transportation, sale, or manufacture of fossil fuel-based energy, timber, mining, or agriculture; (B) engages in, facilitates, or supports the manufacture, distribution, sale, or use of firearms; (C) does not meet or commit to meet environmental standards, including standards for eliminating, reducing, offsetting, or disclosing greenhouse gas emissions, beyond applicable state and federal law requirements; or (D) does not facilitate or commit to facilitate access to abortion or sex characteristic surgical procedures.

(iii) "Company" (A) means a corporation, partnership, limited liability company, or similar entity; and (B) includes any wholly-owned subsidiary, majority-owned subsidiary, parent company, or affiliate of an entity described in (A).

(iv) "Economic Boycott" means, without an Ordinary Business Purpose: (A) engaging in a Boycott Action targeting: (1) a Boycotted Company; or (2) another Company because the Company does business with a Boycotted Company; or (B) taking an action intended to penalize, inflict economic harm to, or change or limit the activities of: (1) a Boycotted Company; or (2) another Company because the Company does business with a Boycotted Company.

(v) "Ordinary Business Purpose" means (A) a purpose that is related to business operations; but (B) does not include a purpose that is solely related to furthering social, political, or ideological interests.

(e) The Underwriter is aware that the Representative has made certifications and undertakings to the Agency in the Purchase Contract. The Underwriter agrees that this Certificate shall be incorporated into the Purchase Contract as of the date of the Purchase Contract. The Agency acknowledges that the Underwriter shall be solely responsible for its failure to comply with the certifications and undertakings made by the Underwriter in this Certificate and that the Representative shall be solely responsible for its failure to comply with the certifications and undertakings made by it in Section 5.6 of the Purchase Contract.

(f) Each of the foregoing provisions of this Certificate shall be interpreted and construed consistent with the requirements of Section 63G-27-201 Utah Code Annotated 1953, as amended, as such section may be amended from time to time. The Underwriter acknowledges that the Agency is relying on the foregoing provisions of this Certificate as a condition to the Agency's execution and delivery of the Purchase Contract.

_____

By:_____

Its:_____

Dated: _____.

EXHIBIT E

FORM OF NOTICE OF BONDS TO BE ISSUED

NOTICE IS HEREBY GIVEN pursuant to the provisions of the Limited Purpose Local Government Entities - Community Reinvestment Agency Act, Title 17C, Utah Code Annotated 1953, as amended (the "Act"), that on November 2, 2026, the Board of Directors (the "Board") of the Lindon City Redevelopment Agency, Utah (the "Agency") adopted a resolution (the "Resolution") authorizing the issuance of the Agency's Sales Tax and Tax Increment Revenue Bonds, Series 2026 (or such other name and series designation determined by the Agency) (the "Bonds").

PURPOSE FOR ISSUING THE BONDS

The Bonds will be issued for the purpose of (a) financing land acquisition and improvements located in the Lindon 700 North Community Development Area (the "Project Area") as permitted under the project area plan (the "CDA Plan") and related improvements (the "Project"), (b) funding a debt service reserve fund, if necessary, and (c) paying costs associated with the issuance of the Bonds.

REVENUES PROPOSED TO BE PLEDGED

The Bonds shall constitute special limited obligations of the Agency and except as otherwise provided in the Indenture (defined below), are secured by an irrevocable pledge of, and shall be payable as to principal, premium, if any, and interest solely from the tax increment revenues generated from the CDA Plan and all or a portion of sales tax revenues received and pledged from Lindon City, Utah.

PARAMETERS OF THE BONDS

The Agency intends to issue the Bonds, in the initial aggregate principal amount of not to exceed $8,000,000 shall mature in not more than twenty years (20) years from their date or dates, shall be sold at a price not less than ninety-eight percent (98%) of the total principal amount thereof, shall bear interest at a taxable or tax-exempt rate or rates not to exceed eight and one-half percent (8.5%) per annum. The Bonds are to be issued and sold pursuant to the Resolution, including as part of said Resolution, a General Indenture of Trust as supplemented by a form of a Second Supplemental Indenture of Trust (collectively, the "Indenture"), and an Interlocal Sales Tax Pledge Agreement (the "Pledge Agreement"); provided that the principal amount, interest rate or rates, maturity, and discount of the Bonds will not exceed the maximums set forth above.

A copy of the Resolution, the Pledge Agreement and the form of the Indenture are on file in the office of the Agency, at 100 North State Street, Lindon, Utah, where they may be examined during regular business hours of the Agency from 8:00 a.m. to 5:00 p.m. for a period of at least thirty (30) days from and after the date of publication of this notice.

NOTICE IS FURTHER GIVEN that a period of thirty (30) days from and after the date of the publication of this notice is provided by law during which any person in interest shall have the right to contest the legality of the Resolution, the Pledge Agreement, the Indenture (only as it applies to the Bonds) or the Bonds, or any provision made for the security and payment of the

Bonds, and that after such time, no one shall have any cause of action to contest the regularity, formality or legality thereof for any cause whatsoever.

DATED November 2, 2026.

LINDON CITY REDEVELOPMENT AGENCY, UTAH

4. **RDA - Public Hearing: FY2026-27 Budget amendment; Resolution #2026-10-RDA.** The RDA Board will review and consider proposed amendments to the FY2026-27 RDA Budget.

Sample Motion: I move to (*approve, deny, continue*) Resolution #2026-10-RDA (*as presented, with amendments*).

(*To close the RDA meeting*)

Sample motion: I move to adjourn the RDA meeting and reconvene the City Council meeting.

RESOLUTION NO. 2026-10-RDA

A RESOLUTION AMENDING VARIOUS SECTIONS OF THE FY2026-27 LINDON CITY REDEVELOPMENT AGENCY (RDA) BUDGET AND SETTING AN EFFECTIVE DATE.

WHEREAS, the Redevelopment Agency (RDA) of Lindon City finds it prudent and in accordance with sound fiscal policy to amend the Lindon City RDA Budget for Fiscal Year 2026-27 (FY2027); and

WHEREAS, the on-going RDA budget reports indicate several items which need to be adjusted to actual costs associated with current projects and revenue/expenditure line items updated based on new information and data obtained since the budget was adopted in June of 2026; and

WHEREAS, public notice of the RDA budget amendment has been advertised and public hearing held on November 2, 2026 regarding the proposed amendments; and

WHEREAS, the Board of Directors desires to amend the FY2026-27 Lindon City RDA Budget to reflect these needed amendments.

THEREFORE, BE IT RESOLVED by the Lindon City Redevelopment Agency (RDA) as follows:

Section I. The Lindon City RDA FY2026-27 budget is amended as shown on the attached memorandums for specific budgetary line items as listed; and

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

Adopted and approved this 2nd day of November, 2026.

By _____
Carolyn O. Lundberg, Chair

Attest:

By _____
Adam M. Cowie, Executive Secretary

BUDGET AMENDMENT
FISCAL YEAR 2026-2027
November 2, 2026

			REVENUES			EXPENDITURES		
Acct #	Note	Description	Previous Budget	Amended Budget	Variance	Previous Budget	Amended Budget	Variance
GENERAL FUND								
10-36-904	1	Lease Revenue	38,355	60,300	21,945			
10-36-905	1	Lease Revenue-LT	190,000	159,700	(30,300)			
10-38-511	7	PW Admin Dept cost share-Water	306,135	348,358	42,223			
10-38-521	7	PW Admin Dept cost share-Sewer	306,135	348,358	42,223			
10-38-541	7	PW Admin Dept cost share-Storm	306,135	348,358	42,223			
10-38-900	23	Use of Fund Balance	618,540	879,816	261,276			
10-42-675	8	Purchase of Equipment				1,500	3,500	2,000
10-44-675	8	Purchase of Equipment				3,000	9,240	6,240
10-45-675	8	Purchase of Equipment				750	1,500	750
10-51-250	8	Operating Supplies & Maint				27,500	35,000	7,500
10-54-110	9	Salaries & Wages				1,841,250	1,854,200	12,950
10-54-135	9	Benefits - FICA				158,040	159,030	990
10-54-185	9	Benefits - Workers Comp.				12,390	12,400	10
10-54-630	10	Emergency Management				2,000	11,500	9,500
10-57-630	11	North Ut County Animal Shelter				54,000	46,250	(7,750)
10-62-120	2	Salaries - Temp Employees				25,000	65,000	40,000
10-62-135	2	Benefits - FICA				56,130	59,190	3,060
10-62-185	2	Benefits - Workers Comp.				4,200	4,465	265
10-62-290	3	Gasoline				7,000	43,000	36,000
10-62-510	4	Insurance				6,820	10,285	3,465
10-62-720	5	Building Improvements				20,000	85,000	65,000
10-62-740	6	Purchase of Capital Asset				-	21,100	21,100
10-64-675	12	Purchase of Equipment				12,500	17,055	4,555
10-68-675	8	Purchase of Equipment				2,500	10,560	8,060
10-68-740	13	Purchase of Capital Asset				-	37,220	37,220
10-75-908	14	Trfr to Debt Serv - CDA 2026				-	128,675	128,675
			1,765,300	2,144,890		2,234,580	2,614,170	
		NET GENERAL FUND INCREASE			**379,590**			**379,590**
REDEVELOPMENT AGENCY (RDA) FUND								
22-30-475	14	Bond Proceeds	-	7,355,000	7,355,000			
22-84-310	14	700N CDA-Professional & Tech Services				15,500	188,810	173,310
22-84-760	14	700N CDA-Property Purchase				-	7,181,690	7,181,690
			-	7,355,000		15,500	7,370,500	
		NET REDEVELOPMENT AGENCY (RDA) FUND INCREASE			**7,355,000**			**7,355,000**

SUMMARY OF CHANGES IN FUND BALANCE
UPDATED FOR 11/2/2026 BUDGET AMENDMENT

	Governmental Funds							Proprietary Funds						Total All Funds
	General	RDA	PARC Tax	Roads CIP	Parks CIP	Facilities CIP	Debt Svc	Water	Sewer	Garbage	Storm	Recreation	Telecomm.	
Beginning Balances	**5,396,812**	**321,072**	**875,837**	**3,770,055**	**263,640**	**1,343,581**	**-**	**3,620,602**	**2,522,670**	**205,904**	**989,805**	**779,574**	**4,801**	**20,094,352**
Revenues														
Program revenues														
Charges for services	3,097,584							4,106,770	1,321,275	812,140	1,500,000	1,113,330	30,000	**11,981,099**
Impact Fees	34,500			15,750	75,000			60,000	60,000		40,000			**285,250**
Grants and contributions	90,000											85,500		**175,500**
General revenues														
Property taxes	2,526,750													**2,526,750**
Sales tax	7,624,500													**7,624,500**
Other taxes	2,145,000	231,000	1,050,600	1,710,000										**5,136,600**
Other	570,600	7,363,700	30,000	1,106,500	93,515			7,000,000	5,496,215		737,830	-	-	**22,398,360**
Total revenues	**16,088,934**	**7,594,700**	**1,080,600**	**2,832,250**	**168,515**	**-**	**-**	**11,291,770**	**6,877,490**	**812,140**	**2,277,830**	**1,198,830**	**30,000**	**50,253,059**
Transfers In	**-**	**325,000**	**-**	**-**	**50,000**	**500,000**	**937,225**	**-**	**-**	**-**	**-**	**1,636,250**	**-**	**3,448,475**
Expenses														
General government	5,223,930	552,660												**5,776,590**
Public safety	6,353,250													**6,353,250**
Streets	1,370,930			1,120,000										**2,490,930**
Parks and recreation	957,165		515,585											**1,472,750**
Capital projects		7,181,690		2,000,000	175,000	115,000								**9,471,690**
Debt Service							808,550							**808,550**
Water								6,406,804						**6,406,804**
Sewer									3,920,078					**3,920,078**
Solid Waste										872,310				**872,310**
Storm Water Drainage											2,998,688			**2,998,688**
Recreation Fund												3,217,235		**3,217,235**
Telecomm. Fund													30,000	**30,000**
Total expenses	**13,905,275**	**7,734,350**	**515,585**	**3,120,000**	**175,000**	**115,000**	**808,550**	**6,406,804**	**3,920,078**	**872,310**	**2,998,688**	**3,217,235**	**30,000**	**43,818,875**
Transfers Out	**3,063,475**	**250,000**	**135,000**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**3,448,475**
Ending Balances	**4,516,996**	**256,422**	**1,305,852**	**3,482,305**	**307,155**	**1,728,581**	**128,675**	**8,505,568**	**5,480,082**	**145,734**	**268,947**	**397,419**	**4,801**	**26,528,536**
Percent Change	**-16.3%**	**-20.1%**	**49.1%**	**-7.6%**	**16.5%**	**28.7%**	**0.0%**	**134.9%**	**117.2%**	**-29.2%**	**-72.8%**	**-49.0%**	**0.0%**	**32.0%**

GENERAL FUND:

	Fund Bal.	% of Rev.
6/30/2027	4,516,996	28.08%

Example General Fund Balance Levels based on projected revenues for:

	2026-2027	
35%	5,631,127	maximum
30%	4,826,680	
25%	4,022,234	
20%	3,217,787	
15%	2,413,340	

Date printed: 10/29/2026

BUDGET AMENDMENT NOTES

November 2, 2026

Note	GL#	Fund and Department	Account Title	Budget Change
14	10-75-908	General Fund - Transfers & Contributions	Trfr to Debt Serv - CDA 2026	$128,675
	22-30-475	Redevelopment Agency Fund - Revenues	Bond Proceeds	$7,355,000
	22-84-310	Redevelopment Agency Fund - 700 N Cda Project Area	Professional & Tech Services	$173,310
	22-84-760	Redevelopment Agency Fund - 700 N Cda Project Area	Property Purchase	$7,181,690
	33-30-736	Debt Service Fund - Revenues	Trfr from Gen Fd - CDA 2026	$128,675
	33-40-245	Debt Service Fund - Expenditures	2026 700N CDA Bond Interest	$128,675
	The City and RDA will be bonding to purchase land in the 700 North CDA. The first interest payment will be made in the 2027FY.			
15	24-42-250	Parc Tax Fund - Community Center	Operating Supplies & Maint	$1,000
	Art displays for the Community Center.			
16	24-44-910	Parc Tax Fund - Parks And Trails	Trfr to Parks CIP	$50,000
	47-30-820	Cip - Citywide Parks - Revenues	Trfr from PARC Tax	$50,000
	47-40-715	Cip - Citywide Parks - Expenditures	Pheasant Brook Park	$54,965
	Increase cost of Pheasant Brook shade structure and transfer PARC Tax to help cover the increased cost.			
17	24-48-400	Parc Tax Fund - Grants To Other Entities	Grants to Other Entities	$485
	Increase the budget to cover the actual amount of PARC Tax grants approved for the 2027FY.			
18	41-40-715	Cip - Facilities - Expenditures	Cemetery Improvements	$115,000
	Roll over the unused budget from the 2026FY to finish the current phase of the cemetery expansion.			
19	51-30-440	Water Fund - Revenues	Funds from Financing Sources	$3,000,000
	51-40-310	Water Fund - Expenditures	Professional & Tech Services	$240,875
	51-40-751	Water Fund - Expenditures	Wells - Capital Exp	($1,520,000)
	51-40-755	Water Fund - Expenditures	Culinary Water Projects	($135,000)
	Increase the 2026 water revenue bond, add the cost of issuance, and decrease the improvements that will be done in the 2027FY.			
20	52-30-100	Sewer Fund - Revenues	Sewer Base Fees	($276,675)
	52-30-105	Sewer Fund - Revenues	Sewer Usage Fees	($96,985)
	52-30-108	Sewer Fund - Revenues	Sewer Treatment Facility Fees	$1,000,000
	52-40-805	Sewer Fund - Expenditures	Orem Sewer Plant Participation	$100,000
	The sewer base and usage utility rates were not increased as much as anticipated. Add the sewer treatment facility fee and increase the expected participation with Orem from $900k to $1M for the 2027FY.			
21	52-30-550	Sewer Fund - Revenues	Bond Proceeds	3,000,000.00
	52-40-310	Sewer Fund - Expenditures	Professional & Tech Services	183,035.00
	Add the 2026 sewer revenue bond and cost of issuance.			
22	54-30-600	Storm Water Drainage Fund - Revenues	Funds from Other Sources	($112,250)
	54-40-740	Storm Water Drainage Fund - Expenditures	Purchase of Capital Asset	($37,250)
	54-40-850	Storm Water Drainage Fund - Expenditures	Street Sweeper Principal	($30,000)
	Update the budgets for the street sweeper purchase and financing.			
23	10-38-900	General Fund - Contributions & Transfers	Use of Fund Balance	$261,276
	24-49-990	Parc Tax Fund - Non-Departmental	Appropriate to Fund Balance	($51,485)
	41-40-900	Cip - Facilities - Expenditures	Appropriate to Fund Balance	($115,000)
	47-40-990	Cip - Citywide Parks - Expenditures	Appropriate to Fund Bal	($4,965)
	51-40-990	Water Fund - Expenditures	Appropriate to Fund Balance	$4,371,902
	52-30-980	Sewer Fund - Revenues	Use of Fund Balance	($343,670)
	52-40-990	Sewer Fund - Expenditures	Appropriate to Fund Balance	$2,957,412
	54-30-900	Storm Water Drainage Fund - Revenues	Use of Fund Balance	$91,778
	These funds offset the changes to expenses and revenues listed above.			

13. **Review & Action: 700 North Property Purchase; Interlocal Sales Tax Pledge Agreement, Parameters Resolution #2026-40-R.** Consideration for adoption of a resolution of the City Council of Lindon City, Utah authorizing and approving an Interlocal Sales Tax Pledge Agreement in connection with the issuance and sale of not more than $8,000,000 aggregate principal amount of Sales Tax and Tax Increment bonds, and related matters.

Sample Motion: I move to (*approve, deny, continue*) Resolution #2026-40-R (*as presented, with amendments*).

Lindon, Utah

November 2, 2026

The City Council (the "Council") of Lindon City, Utah (the "City"), met for a regular meeting at the regular meeting place of the City Council in Lindon, Utah, on November 2, 2026, at the hour of 5:15 p.m. with the following members of the Council being present:

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

Also present:

Adam Cowie	City Administrator
Britni Laidler	City Recorder
Kristen Aaron	Finance Director

Absent:

After the meeting had been duly called to order and after other matters not pertinent to this resolution had been discussed, there was presented to the Council a Certificate of Compliance with Open Meeting Law with respect to this November 2, 2026, meeting, a copy of which is attached hereto as Exhibit A.

The following resolution was then introduced in writing, was fully discussed, and pursuant to motion duly made by Councilmember _____ and seconded by Councilmember _____, adopted by the following vote:

AYE:

NAY:

The resolution is as follows:

RESOLUTION 2026-40-R

A RESOLUTION OF THE CITY COUNCIL (THE "CITY COUNCIL") OF LINDON CITY, UTAH (THE "CITY"), AUTHORIZING AND APPROVING THE FORM OF AN INTERLOCAL SALES TAX PLEDGE AGREEMENT AND THE ISSUANCE OF THE CITY OBLIGATION (AS DEFINED HEREIN) CREATED THEREUNDER; FIXING THE MAXIMUM AGGREGATE PRINCIPAL AMOUNT OF THE CITY OBLIGATION, THE MAXIMUM NUMBER OF YEARS OVER WHICH THE CITY OBLIGATION MAY MATURE, AND THE MAXIMUM INTEREST RATE WHICH THE CITY OBLIGATION MAY BEAR AND THE MAXIMUM DISCOUNT FROM PAR AT WHICH THE CITY OBLIGATION MAY BE SOLD; PROVIDING FOR THE PUBLICATION OF A NOTICE OF PUBLIC HEARING AND BONDS TO BE ISSUED; PROVIDING FOR THE RUNNING OF A CONTEST PERIOD AND SETTING OF A PUBLIC HEARING DATE; AUTHORIZING A GENERAL INDENTURE AND SUPPLEMENTAL INDENTURE AND OTHER DOCUMENTS REQUIRED IN CONNECTION THEREWITH; ACKNOWLEDGING THE ISSUANCE AND SALE BY THE LINDON CITY REDEVELOPMENT AGENCY, UTAH OF SALES TAX AND TAX INCREMENT REVENUE BONDS, SERIES 2026; AND AUTHORIZING THE TAKING OF ALL OTHER ACTIONS NECESSARY TO THE CONSUMMATION OF THE TRANSACTIONS CONTEMPLATED BY THIS RESOLUTION; AND RELATED MATTERS.

WHEREAS, pursuant to the Limited Purpose Local Government Entities–Community Reinvestment Agency Act, Title 17C, Utah Code Annotated 1953, as amended (the "Redevelopment Act"), the City is authorized to grant or contribute funds to the Redevelopment Agency of Lindon City, Utah (the "Agency"), for redevelopment projects; and

WHEREAS, the project area plan (the "CDA Plan") for the Lindon 700 North Community Development Area ("Project Area") has heretofore been adopted and approved and all requirements of law for, and precedent to, the adoption and approval of said CDA Plan have been duly complied with; and

WHEREAS, in order to (i) finance land acquisition and improvements permitted under the CDA Plan and related improvements (the "Project") located within the Project Area; (ii) fund a debt service reserve fund (if necessary), and (iii) pay costs associated with the issuance of the Series 2026 Bonds, the Agency is issuing its Sales Tax and Tax Increment Revenue Bonds, Series 2026 (or such other name and series designation determined by the Agency) (the "Series 2026 Bonds") pursuant to the Limited Purpose Local Government Entities - Community Reinvestment Agency Act, Title 17C, Utah Code Annotated 1953, as amended, and a General Indenture and Supplemental Indenture (together, the "Bond Indenture"); and

WHEREAS, the City desires to pledge certain sales tax moneys to be received by the City to assist in repaying the Series 2026 Bonds to the extent other revenues are insufficient therefor pursuant to an Interlocal Sales Tax Pledge Agreement by and between the City and the Agency (the "Sales Tax Agreement"), substantially in the form attached hereto as Exhibit B;

WHEREAS, the City desires to treat the pledge of sales tax revenues by the City under the Sales Tax Agreement (the "City Obligation") as a bond for purposes of the Local Government Bonding Act, Title 11, Chapter 14, Utah Code (the "Bond Act"); and

WHEREAS, the City Obligation created under the Sales Tax Agreement shall be issued pursuant to the Bond Act and under the General Indenture of Trust dated as of May 1, 2005, as previously amended and supplemented and as further supplemented by a Seventh Supplemental Indenture of Trust (collectively, the "Sales Tax Indenture"), in substantially the forms attached hereto as Exhibit C, and all other laws thereunto pertaining; and

WHEREAS, the Bond Act provides that prior to issuing new money bonds, an issuing entity must (a) give notice of its intent to issue such bonds and (b) hold a public hearing to receive input from the public with respect to (i) the issuance of the bonds and (ii) the potential economic impact that the improvement, facility or property for which the bonds pay all or part of the cost will have on the private sector; and

WHEREAS, the City desires to publish a Notice of Public Hearing and Bonds to Be Issued with respect to the City Obligation, which is to be treated as a bond for purposes of the Bond Act, in compliance with the Bond Act; and

WHEREAS, pursuant to Sections 11-14-316, and 11-14-318 of the Bond Act, the Notice of Public Hearing and Bonds to Be Issued shall (a) constitute the notice of intent to issue bonds, (b) constitute notice of a public hearing to receive input from the public with respect to the City Obligation, and (c) initiate a 30-day contestability period in which any person of interest may contest the City Obligation; and

WHEREAS, in order to give the City flexibility in carrying out the issuance of the Series 2026 Bonds and the City's pledge under City Obligation, the City Council desires to grant to any one of the Mayor, the City Administrator, or the Finance Director (each a "Designated Officer") the ability to determine principal amounts, interest rates, terms, maturities and redemption features of the Series 2026 Bonds along with the terms and conditions of the City's pledge of the City Obligation under the Sales Tax Agreement in conjunction therewith; and

WHEREAS, the Series 2026 Bonds shall be limited obligations of the Agency and shall be payable solely from the Pledged Revenues (as defined in the Bond Indenture), as applicable, including the revenues derived from City as described in the Sales Tax Agreement;

NOW, THEREFORE, it is hereby resolved by the City Council of Lindon City, Utah, as follows:

Section 1. Terms defined in the foregoing recitals hereto shall have the same meaning when used in this Resolution.

Section 2. For the purpose of (a) financing the Project, (b) funding a reserve fund (with respect to the 2026 Bonds), if necessary, and (c) paying costs of issuance of the Series 2026 Bonds, the City hereby acknowledges the issuance of the Series 2026 Bonds by the Agency which shall be designated "Lindon City Redevelopment Agency, Utah Sales Tax and Tax Increment Revenue Bonds, Series 2026" (to be issued from time to time as one or more series and with such other

series or title designation(s) as may be determined by the Agency) in the aggregate principal amount of not to exceed $8,000,000.

Section 3. The principal amount of the City Obligation shall not exceed an aggregate principal amount of $8,000,000. The City Obligation shall mature in not more than twenty (20) years from its date or dates, shall bear interest at a taxable or tax-exempt rate or rates of not to exceed eight and one-half percent (8.50%) per annum, as shall be approved by the Designated Officers, all within the parameters set forth herein. The Series 2026 Bonds (repayment of which is secured by the City Obligation) shall be sold at a price not less than ninety-eight percent (98%) of the total principal amount thereof.

Section 4. Upon execution of the Sales Tax Agreement, the City Obligation will constitute a limited obligation of the City payable solely from and to the extent of the sources set forth in the Sales Tax Agreement. No provision of this Resolution or the Sales Tax Agreement, or any other instrument, shall be construed as creating a general obligation of the City, the State of Utah or any political subdivision thereof.

Section 5. The Designated Officers or other appropriate officials of the City are hereby authorized and directed to execute and deliver the City Obligation which shall include the Sales Tax Agreement and the Sales Tax Indenture provided that such terms therein do not exceed the parameters outlined herein.

Section 6. In accordance with the provisions of the Bond Act, the City directs its officers and staff to cause a "Notice of Public Hearing and Bonds to be Issued" (the "Notice"), to be published in substantially the form attached hereto as Exhibit D. The City will hold a public hearing on November 16, 2026 to receive input from the public with respect to (a) the Sales Tax Agreement and Sales Tax Indenture in connection therewith the issuance of the City Obligation, which is to be considered a bond for purposes of the Bond Act and (b) the potential economic impact that the improvements to be financed with the proceeds of the Series 2026 Bonds (repayment of which is secured by the City Obligation) will have on the private sector, which hearing date shall not be less than fourteen (14) days after notice of the public hearing is published (a) as a Class A notice under Section 63G-30-102 Utah Code Annotated 1953, as amended ("Utah Code") (i) on the Utah Public Notice Website created under Section 63A-16-601, Utah Code, (ii) on the City's official website, and (iii) in a public location within the City that is reasonably likely to be seen by residents of the City and (b) as required in Section 45-1-101, Utah Code. The City Recorder shall cause a copy of this Resolution (together with all exhibits hereto) to be kept on file in the office of the City Recorder, for public examination during the regular business hours of the City until at least thirty (30) days from and after the initial date of publication thereof.

Section 7. The City hereby reserves the right to opt not to execute the Sales Tax Agreement or issue the City Obligation for any reason.

Section 8. All action heretofore taken (not inconsistent with the provisions of this Resolution) by the City Council and by the officers of the City directed toward the issuance of the Bonds are hereby ratified, approved and confirmed.

Section 9. All resolutions or parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed and this Resolution shall be in full force and effect immediately upon its approval and adoption.

APPROVED AND ADOPTED this November 2, 2026.

LINDON CITY, UTAH

(SEAL)

By:_____
Mayor

ATTEST:

By:_____
City Recorder

(Other business not pertinent to the foregoing appears in the minutes of the meeting.)

Upon the conclusion of all business on the Agenda, the meeting was adjourned.

(SEAL)

By:_____
Mayor

ATTEST:

By:_____
City Recorder

STATE OF UTAH)
: ss.
COUNTY OF UTAH)

I, Britni Laidler, the duly appointed and qualified City Recorder of Lindon City, Utah (the "City"), do hereby certify:

(a) The foregoing pages are a true, correct and complete copy of a resolution duly adopted by the City Council of the City (the "City Council") had and taken at a lawful regular meeting of said City Council held at the City's offices in Lindon, Utah, on November 2, 2026 (the "Resolution"), commencing at the hour of 5:15 p.m., as recorded in the regular official book of the proceedings of the City Council kept in my office, and said proceedings were duly had and taken as therein shown, and the meeting therein shown was duly held, and the persons therein were present at said meeting as therein shown.

(b) I further certify that the Resolution, with all exhibits attached, was deposited in my office on November 2, 2026, and pursuant to the Resolution, a Notice of Public Hearing and Bonds to be Issued was published no less than fourteen (14) days before the public hearing date (a) as a Class A notice under Section 63G-30-102 Utah Code Annotated 1953, as amended ("Utah Code") (i) on the Utah Public Notice Website created under Section 63A-16-601, Utah Code, (ii) on the City's official website, and (iii) in a public location within the City that is reasonably likely to be seen by residents of the City and (b) as required by Section 45-1-101, Utah Code.

IN WITNESS WHEREOF, I have hereunto subscribed my signature and impressed hereon the official seal of said City, this November 2, 2026.

(SEAL)

By:_____
City Recorder

EXHIBIT A

CERTIFICATE OF COMPLIANCE WITH
OPEN MEETING LAW

I, Britni Laidler, the undersigned City Recorder of Lindon City, Utah (the "City"), do hereby certify, according to the records of the City in my official possession, and upon my own knowledge and belief, that in accordance with the requirements of Section 52-4-202, Utah Code Annotated, 1953, as amended, I gave not less than twenty-four (24) hours public notice (the "Notice") of the agenda, date, time, and place of the November 2, 2026, public meeting held by the City Council of the City (the "City Council"), by causing such Notice, in the form attached hereto as Schedule 1,

(i) to be posted at the City's principal offices at least twenty-four (24) hours prior to the convening of the meeting, said Notice having continuously remained so posted and available for public inspection until the completion of the meeting;

(ii) to be posted to the Utah Public Notice Website (http://pmn.utah.gov) at least twenty-four (24) hours prior to the convening of the meeting; and

(iii) to be posted on the City's official website at least twenty-four (24) hours prior to the convening of the meeting.

In addition, the Notice of 2026 Annual Meeting Schedule for the City Council (attached hereto as Schedule 2) (the "Annual Notice") was given specifying the date, time and place of the regular meetings of the City Council to be held during the year, by causing said Annual Notice to be posted at least annually (a) on the Utah Public Notice Website created under Section 63A-16-601, Utah Code Annotated 1953, as amended, (b) on the City's official website, and (c) in a public location within the City that is reasonably likely to be seen by residents of the City.

(SEAL)

By:_____
City Recorder

Attachments:
SCHEDULE 1–NOTICE OF MEETING
SCHEDULE 2–ANNUAL MEETING NOTICE

EXHIBIT B

PLEDGE AGREEMENT

INTERLOCAL SALES TAX PLEDGE AGREEMENT

This INTERLOCAL SALES TAX PLEDGE AGREEMENT (the "Agreement") is entered into as of _____, 2026, by and between LINDON CITY, UTAH, (the "City") a political subdivision, municipal corporation and body politic of the State of Utah and the LINDON CITY REDEVELOPMENT AGENCY, UTAH (the "Agency"), a redevelopment agency existing under the Limited Purpose Local Government Entities - Community Reinvestment Agency Act, Title 17C, Utah Code Annotated 1953, as amended (the "Redevelopment Act").

W I T N E S S E T H:

WHEREAS, the Agency has been established by the City for the purpose of redeveloping and developing certain areas within the City in order to accomplish the purposes of the Redevelopment Act; and

WHEREAS, pursuant to the Redevelopment Act and other provisions of law of the State of Utah, the City and the Agency may enter into an agreement whereby the City may grant or contribute funds to the Agency for economic development; and

WHEREAS, the City and the Agency have previously authorized the establishment of the Lindon 700 North Community Development Project Area (the "700 North Project Area"); and

WHEREAS, pursuant to the terms of a General Indenture of Trust dated as of December 1, 2023 and a Second Supplemental Indenture of Trust dated as of _____, 2026 (collectively, the "RDA Indenture"), and each by and between the Lindon City Redevelopment Agency, Utah (the "Agency") and U.S. Bank Trust Company, National Association (the "Trustee"), the Agency intends to issue its Sales Tax and Tax Increment Revenue Bonds, Series 2026 (the "Series 2026 Bonds") for the purpose of (i) financing land acquisition and improvements permitted under the 700 North Project Area CDA Plan and related improvements (the "Series 2026 Project") and (ii) paying the costs associated with the issuance of the Series 2026 Bonds; and

WHEREAS, a portion of the Series 2026 Bonds are payable from sales tax revenues (the "Sales Tax Revenues") the City collects under Title 59, Chapter 12, Part 2 of the Utah Code Annotated 1953, as amended (the "Utah Code"); and

WHEREAS, the City is authorized to issue sales tax bonds and may from time to time (collectively, the "Sales Tax Bonds") pursuant to a General Indenture of Trust dated as of May 1, 2005 (as may be supplemented and amended, the "Sales Tax Indenture") by and between the City and the Trustee; and

WHEREAS, the Utah Interlocal Cooperation Act (the "Interlocal Cooperation Act"), Title 11, Chapter 13, Utah Code provides that two or more public agencies may, by agreement, jointly exercise any power common to the contracting parties, and may share taxes and other revenues to accomplish their stated objectives; and

WHEREAS, the City has agreed to enter into this Agreement with the Agency to pledge the Sales Tax Revenues to the Series 2026 Bonds to pay any amounts owed on the Series 2026 Bonds, which pledge is on a parity with payment by the City of the Sales Tax Bonds; and

WHEREAS, the debt service on the Series 2026 Bonds is set forth in Exhibit A hereto; and

WHEREAS, this Agreement and the obligation and pledge of the Sales Tax Revenues hereunder shall constitute an Additional Bond under and as defined in the Sales Tax Indenture and such obligation and pledge shall terminate only upon payment of the Series 2026 Bonds in full; and

WHEREAS, the City and the Agency have found and determined that the pledge of the Sales Tax Revenues is essential to the issuance of the Series 2026 Bonds, is in the best proprietary and business interests of the City and will promote the health, safety and welfare of the City and its inhabitants by reducing the debt service and related costs of the Series 2026 Bonds; and

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

Section 1. The Agency agrees that upon the issuance of the Series 2026 Bonds it will use the net proceeds of such Series 2026 Bonds to finance the Series 2026 Project, fund any necessary reserve funds, pay capitalized interest, and pay costs of issuance.

Section 2. The City and the Agency, as applicable, agree as follows:

(a) Pursuant to Section 17C-1-207 and Section 17C-1-409 of the Redevelopment Act, the City agrees to assist the Agency in repaying the Series 2026 Bonds, and in furtherance of such agreement, hereby irrevocably grants a pledge on the Sales Tax Revenues received from and after the date of execution hereof to the Agency for the purpose of payment of the Series 2026 Bonds pursuant to the Sales Tax Indenture after payment of all obligations thereunder.

(b) The City covenants that it will continue to impose the taxes constituting the Sales Tax Revenues until all of the Series 2026 Bonds have been paid. While any of the Series 2026 Bonds remain outstanding and unpaid, any ordinance, resolution or other enactment of the City, implementing the taxes constituting the Sales Tax Revenues or transferring the revenues therefrom to the Agency for the payment of the Series 2026 Bonds shall not be amended or modified in any manner which would materially impair the rights of the holders of the Series 2026 Bonds or which would in any way materially jeopardize the timely payment of principal or interest when due. The City currently does not anticipate that it will reduce the rate of or repeal the imposition of the taxes from which the Sales Tax Revenues are derived. However, the parties hereto recognize that the State legislature may reduce the maximum rate of such taxes. The City covenants that it will account for the Sales Tax Revenues separate and apart from the other funds of the City, and take such other actions as may be necessary to maintain the perfected security interest in the Sales Tax Revenues created for the benefit of the Agency and the holders of the Series 2026 Bonds herein. To the extent necessary to provide for the timely payment of the principal and interest on the Series 2026 Bonds, the City shall pay to the Agency for payment to the Trustee such amounts from the Sales Tax Revenues as shall be needed to make such payments.

(c) The Agency will account for the Sales Tax Revenues separate and apart from other funds of the Agency and will transfer the Sales Tax Revenues to the Trustee for payment of the Series 2026 Bonds consistent with the terms of the RDA Indenture.

(d) All books, instruments and documents in the Agency's and the City's possession relating to the Project, the Tax Increment Revenues, and the Sales Tax Revenues shall be open to inspection at all times during the City's regular business hours by any accountants or other agents of the Trustee which the Trustee may designate from time to time.

(e) The Sales Tax Revenues are hereby allocated and pledged as described above, to the payment of the Series 2026 Bonds and until all of the Series 2026 Bonds and all interest thereon have been paid (or until moneys for that purpose have been irrevocably set aside) the Sales Tax Revenues (except as otherwise specifically provided in the RDA Indenture and this Agreement) shall next be applied to the payment of the Series 2026 Bonds, the interest thereon, and premium, if any, then due as provided in the RDA Indenture, and then any other purpose permitted by law.

(f) At least ten (10) days prior to each Interest Payment Date (as defined in the RDA Indenture), the Agency shall notify the City in writing (i) the extent, if any, by which Debt Service (as defined in the RDA Indenture) exceeds amounts on deposit in the Bond Fund for the Series 2026 Bonds and (ii) the amount, if any, necessary to restore the Series 2026 Debt Service Reserve Account to the Reserve Requirement (collectively, the "Revenue Shortfall").

(g) Subject to the conditions of (f) above, at least ten (10) days prior to each Interest Payment Date (as defined in the RDA Indenture), the City agrees to remit Sales Tax Revenues to the Agency in an amount equal to the Revenue Shortfall.

(h) Once the City and Agency have remitted to the Trustee sufficient moneys for principal and/or interest payments on the Series 2026 Bonds then due as required by the RDA Indenture, and assuming that all payments then due with respect to the Series 2026 Bonds have been paid and are current, any Sales Tax Revenues then held by the Agency or the City may, subject to the lien of any other obligations, be released to the City for its use for any lawful purpose.

Section 3. The City and the Agency recognize that the intent of the parties hereto is to use the tax increment revenues from the 700 North Project Area (the "Agency Revenues") to the extent available, to pay or repay to the City amounts sufficient to pay amounts due with respect to the Series 2026 Bonds. In furtherance thereof, the Agency agrees to deposit with the City as such Agency Revenues become available to the Agency, all such Agency Revenues in excess of amounts required to pay the Series 2026 Bonds such that the City will have, to the extent available, sufficient Agency Revenues to pay or immediately reimburse the City for having paid, amounts to the Agency for the payment of the Series 2026 Bonds.

Section 4. The Agency agrees to apply such Sales Tax Revenues received pursuant to this Agreement to the payment of the Series 2026 Bonds or amounts owed to the insurer of such Bonds (including by pledging such amounts to the Trustee).

Section 5. Nothing contained in this Agreement shall be construed to create a general obligation liability of the City. The obligations hereunder and under the Series 2026 Bonds shall not be a debt of the City pursuant to any constitutional or statutory debt limitations, and the issuance of the Series 2026 Bonds and the execution of this Agreement shall not require the City to levy any form of taxation or to appropriate any moneys for the payment of the Series 2026 Bonds or amounts otherwise due under this Agreement (it being understood that this Section shall not limit the obligation of the City to levy and pay the Sales Tax Revenues to the Trustee as provided under the Sales Tax Indenture and hereunder).

Section 6. This Agreement shall be effective upon the date it is executed by both parties and filed with the keeper of the records of each party. The obligation and pledge of this Agreement shall terminate at such time as the Series 2026 Bonds are no longer outstanding and all amounts have been paid to the insurer of the Series 2026 Bonds. The City agrees it shall not replace the Trustee under the Sales Tax Indenture or the RDA Indenture unless such replacement agrees to assume the obligations of the Trustee hereunder.

Section 7. The City's obligation to make such payments and to perform and observe the other agreements and covenants on its part contained in this Agreement shall be absolute and unconditional, and shall not be limited or reduced by any rights of set off, recoupment or counterclaim it might otherwise have against the Trustee or any holder of the Bonds.

Section 8. So long as the Series 2026 Bonds are outstanding under the RDA Indenture, the Trustee shall be an express third-party beneficiary of this Agreement. This Agreement shall not be amended without the prior written consent of the Trustee, which consent shall not be unreasonably withheld or delayed.

Section 9. This Agreement creates a valid and binding pledge and assignment of, and security interest in, all of the Sales Tax Revenues pledged hereunder in favor of the Agency, as security for payment of the Series 2026 Bonds, enforceable by the Agency, as its interests may appear, in accordance with the terms hereof.

Under the laws of the State, such pledge and assignment and security interest is automatically perfected by Section 11-14-501, Utah Code Annotated 1953, as amended, and is and shall have priority as against all parties having claims of any kind in tort, contract, or otherwise hereafter imposed on the Sales Tax Revenues.

This Agreement also creates a valid and binding pledge and assignment of, and security interest in, all of the Agency Revenues pledged hereunder in favor of the City, as security for payment or repayment of amounts required to be advanced by the City hereunder for payment to the Agency of amounts due with respect to the Bonds, enforceable by the City in accordance with the terms hereof.

Section 10. In satisfaction of the requirements of the Interlocal Cooperation Act in connection with this Agreement, the City and the Agency agree as follows:

(a) This Agreement shall be authorized and adopted by resolution of the City and the Agency pursuant to and in accordance with the provisions of Utah Code Ann. Section 11-13-202.5;

(b) This Agreement shall be reviewed as to proper form and compliance with applicable law by a duly authorized attorney on behalf of the City and the Agency pursuant to and in accordance with the Utah Code Ann. Section 11-13-202.5(3);

(c) A duly executed original counterpart of this Agreement shall be filed immediately with the keeper of records of the City and the Agency pursuant to Utah Code Ann. Section 11-13-209;

(d) The City and the Agency agree that they do not, by this Agreement, create an interlocal entity;

(e) As required by Utah Code Ann. Section 11-13-207, the City and the Agency agree that the undertaking under this Agreement shall be administered by one member of the City Council and one member of the Board of the Agency, each to be appointed by their respective governing body. Any real or personal property used and the City and the Agency's cooperative undertaking herein shall be acquired, held, and disposed of as determined by such administrators; and

(f) No budget shall be established or maintained except as described herein.

Section 11. This Agreement shall be governed by the laws of the State of Utah.

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement as of the day and year first written above.

LINDON CITY, UTAH

(SEAL)

By: _____
Mayor

ATTEST:

By: _____
City Recorder

APPROVED AS TO PROPER FORM AND COMPLIANCE WITH APPLICABLE LAW:

_____
Counsel to the City

LINDON CITY REDEVELOPMENT AGENCY, UTAH

(SEAL)

By:_____
Chair

ATTEST:

By:_____
Lindon City Recorder

APPROVED AS TO PROPER FORM AND COMPLIANCE WITH APPLICABLE LAW:

_____
Counsel to the Agency

EXHIBIT A

DEBT SERVICE SCHEDULE

Fiscal Year Ending _____	Principal	Interest	Fiscal Total

EXHIBIT C

INDENTURE

SEVENTH SUPPLEMENTAL INDENTURE OF TRUST

Dated as of _____, 2026

by and between

LINDON CITY, UTAH

and

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION
as Trustee

and supplementing
General Indenture of Trust
Dated as May 1, 2005

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Section 4.3 Effective Date 5

SEVENTH SUPPLEMENTAL INDENTURE OF TRUST

This Seventh Supplemental Indenture of Trust, dated as of _____, 2026, by and between Lindon City, Utah (the "Issuer"), a political subdivision and body politic duly organized and existing under the Constitution and laws of the State of Utah and U.S. Bank Trust Company, National Association (the "Trustee"), a national banking association authorized by law to accept and execute trusts and having its principal office in Salt Lake City, Utah:

W I T N E S S E T H:

WHEREAS, the Issuer has entered into a General Indenture of Trust, dated as of May 1, 2005, as heretofore amended and supplemented (the "General Indenture") with the Trustee; and

WHEREAS, pursuant to the General Indenture, Bonds includes other obligations authorized pursuant to the General Indenture; and

WHEREAS, the Issuer has established the Lindon City Redevelopment Agency (the "Agency"), a redevelopment agency existing under the Limited Purpose Local Government Entities - Community Reinvestment Agency Act, Title 17C, Utah Code Annotated 1953, as amended (the "Redevelopment Act") for the purpose of redeveloping and developing certain areas within the Issuer in order to accomplish the purposes of the Redevelopment Act; and

WHEREAS, the Agency has entered into a General Indenture of Trust (Tax Increment), (the "Tax Increment General Indenture") and a First Supplemental Indenture of Trust (Tax Increment), (the "Tax Increment First Supplemental Indenture" and together with the Tax Increment General Indenture, the "Tax Increment Indenture") each dated as of _____, 2026 with the Trustee; and

WHEREAS, the Agency has determined to issue its Tax Increment and Sales Tax Revenue Bonds (the "Series 2026 Bonds") for the purpose of (i) financing land acquisition and improvements permitted under the 700 North CDA Project Area Plan and related improvements (the "Project") and (ii) paying the costs associated with the issuance of the Series 2026 Bonds to be issued pursuant to the Tax Increment Indenture; and

WHEREAS, the Local Government Bonding Act, Title 11, Chapter 14, Utah Code Annotated 1953, as amended, authorizes the issuance of non-voted excise tax revenue bonds payable solely from the excise tax revenues of cities, towns or counties, levied and collected by the said government entity or levied by the State of Utah and rebated pursuant to law; and

WHEREAS, the Series 2026 Bonds will be secured by an Interlocal Sales Tax Pledge Agreement attached as Exhibit A hereto (the "Sales Tax Agreement") pledging Revenues (as defined in the General Indenture) pursuant to which the Issuer has pledged the Revenues to the payment of the Series 2026 Bonds; and

WHEREAS, the Sales Tax Agreement and the obligations of the Issuer thereunder constitute Additional Bonds under and pursuant to the General Indenture and this Seventh Supplemental Indenture (the "Seventh Supplemental Indenture," collectively with the General Indenture and any amendments thereto or hereto, the "Indenture"); and

WHEREAS, the execution and delivery of the Series 2026 Bonds and of this Seventh Supplemental Indenture have in all respects been duly authorized and all things necessary to make the Series 2026 Bonds, when executed by the Agency and authenticated by the Trustee, the valid and binding legal obligations of the Agency and to make this Seventh Supplemental Indenture a valid and binding agreement of the Issuer have been done;

NOW, THEREFORE, THIS SEVENTH SUPPLEMENTAL INDENTURE OF TRUST WITNESSETH, that to secure the Series 2026 Bonds and to provide for the payment and performance of the obligations under the Sales Tax Agreement to the trustee for the Series 2026 Bonds and all Bonds and Additional Bonds issued and Outstanding under the Indenture, the payment of the principal or redemption price thereof and interest thereon, the rights of the Registered Owners of the Bonds, to secure the Security Instrument Issuers of Security Instruments for any Bonds, and of all Reserve Instrument Providers of Reserve Instruments for any Bonds, and the performance of all of the covenants contained in such Bonds and herein, and for and in consideration of the mutual covenants herein contained and of the purchase of such Bonds by the Registered Owners thereof from time to time, and the issuance of Reserve Instruments by Reserve Instrument Providers, and of the acceptance by the Trustee of the trusts hereby created, and intending to be legally bound hereby, the Issuer has executed and delivered this Seventh Supplemental Indenture of Trust, and by these presents does, in confirmation of the General Indenture, as amended and supplemented, hereby sell, assign, transfer, set over and pledge unto U.S. Bank Trust Company, National Association, as Trustee, its successors in trust and its assigns forever, to the extent provided in the General Indenture, as amended and supplemented, all right, title and interest of the Issuer in and to (i) the Revenues (as defined in the General Indenture), (ii) all moneys in funds and accounts held by the Trustee under the General Indenture and hereunder (except the Rebate Fund), and (iii) all other rights granted under the General Indenture and hereinafter granted for the further securing of such Bonds.

TO HAVE AND TO HOLD THE SAME unto the Trustee and its successors in trust hereby created and its and their assigns forever;

IN TRUST, NEVERTHELESS, FIRST, for the equal and ratable benefit and security of all present and future Registered Owners of Bonds and Security Instrument Issuers without preference, priority, or distinction as to lien or otherwise (except as otherwise specifically provided), of any one Bond or Security Instrument Repayment Obligation over any other Bond or Security Instrument Repayment Obligation, and SECOND, for the equal and proportionate benefit, security and protection of all Reserve Instrument Providers, without privilege, priority or distinction as to the lien or otherwise of any Reserve Instrument Repayment Obligation over any of the others by reason of time of issuance, delivery or expiration thereof or otherwise for any cause whatsoever.

ARTICLE I

SUPPLEMENTAL INDENTURE; DEFINITIONS

Section 1.1 Supplemental Indenture. This Seventh Supplemental Indenture is supplemental to, and is executed in accordance with and pursuant to Articles II and IX of the General Indenture.

Section 1.2 Definitions. All terms which are defined in the General Indenture, shall have the meanings, respectively, when used herein (including the use thereof in the recitals and the granting clauses thereof) unless expressly given a different meaning or unless the context clearly otherwise requires. All terms used herein which are defined in the recitals hereto shall have the meanings therein given to the same unless the context requires otherwise and, in addition, the following terms shall have the meanings specified below:

"Interest Payment Date" means, with respect to the Series 2026 Bonds, each _____ and _____, commencing _____.

"Series 2026 Bonds" means the Agency's $_____ Sales Tax and Tax Increment Revenue Bonds, Series 2026 issued pursuant to the Tax Increment General Indenture.

"Series 2026 Project" means land acquisition and improvements permitted under the CDA Plan and related improvements within the 700 North CDA Project Area.

ARTICLE II

ISSUANCE OF THE SERIES 2026 BONDS

Section 2.1 Principal Amount, Designation and Series. The Sales Tax Agreement is hereby authorized and the obligation and pledge of Revenues thereunder constitutes Bonds under the Indenture for the purpose of providing funds to (i) finance the Series 2026 Project and (ii) pay costs incurred in connection with the issuance of the Series 2026 Bonds. The Series 2026 Bonds shall be limited to $_____ in aggregate principal amount and shall be issued in the form and designation given and contain the terms as provided in the Tax Increment First Supplemental Indenture.

Section 2.2 Maturities and Interest. The maximum amount payable from the Revenues with respect to the Series 2026 Bonds shall be as set forth in the Sales Tax Agreement attached hereto as Exhibit A.

Section 2.3 Series 2026 Bonds as Additional Bonds. The Sales Tax Agreement securing the Series 2026 Bonds (and all debt service related thereto) constitutes Additional Bonds under the Indenture. The Issuer hereby certifies that the requirements set forth in Section 2.13 of the General Indenture have been and will be complied with in connection with the issuance of the Series 2026

Bonds. As required by Section 2.13 of the General Indenture, no Event of Default has occurred or is continuing under the General Indenture.

Section 2.4 Perfection of Security Interest.

(a) The Indenture creates a valid and binding pledge and assignment of security interest in all of the Revenues pledged under the Indenture in favor of the Trustee as security for payment of the Series 2026 Bonds and the amounts payable under the Sales Tax Agreement, enforceable by the Trustee in accordance with the terms thereof.

(b) Under the laws of the State, such pledge and assignment and security interest is automatically perfected by Section 11-14-50, Utah Code Annotated 1953, as amended, and is and shall have priority as against all parties having claims of any kind in tort, contract, or otherwise hereafter imposed on the Revenues.

ARTICLE III

CONFIRMATION OF GENERAL INDENTURE

As supplemented by this Seventh Supplemental Indenture, and except as provided herein, the General Indenture is in all respects ratified and confirmed, and the General Indenture and this Seventh Supplemental Indenture shall be read, taken and construed as one and the same instrument so that all of the rights, remedies, terms, conditions, covenants and agreements of the General Indenture shall apply and remain in full force and effect with respect to this Seventh Supplemental Indenture, and to any revenues, receipts and moneys to be derived therefrom.

ARTICLE IV

MISCELLANEOUS

Section 4.1 Severability. If any provision of this Seventh Supplemental Indenture shall be held or deemed to be or shall, in fact, be inoperative or unenforceable as applied in any particular case in any jurisdiction or in all jurisdictions, or in all cases because it conflicts with any other provision or provisions hereof or any constitution or statute or rule of public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions herein contained invalid, inoperative, or unenforceable to any extent whatever. The invalidity of any one or more phrases, sentences, clauses, or sections in this Seventh Supplemental

Indenture contained, shall not affect the remaining portions of this Seventh Supplemental Indenture, or any part thereof.

Section 4.2 Counterparts. This Seventh Supplemental Indenture may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 4.3 Effective Date. This Seventh Supplemental Indenture shall become effective immediately upon execution.

Section 4.4 Springing Amendment. The following provisions shall become applicable after any bonds issued under the Indenture prior to the Series 2026 Bonds have been paid in full and the pledge of Revenues associated therewith has ceased. Such provisions shall be applicable to the Series 2026 Bonds and any Additional Bonds subsequently issued.

The following defined term is added to the Indenture:

"Balloon Bonds" means, unless otherwise provided in the related Supplemental Indenture, Bonds (and/or Security Instrument Repayment Obligations relating thereto), other than Bonds which mature within one year of the date of issuance thereof, 25% or more of the Principal Installments on which (a) are due, or (b) at the option of the Owner thereof may be redeemed, during any period of twelve consecutive months; provided, however, that to constitute Balloon Bonds, the Issuer must so designate such Bonds.

The definition of "Debt Service" is modified to adding the following subsection (6):

(6) amortization of Balloon Bonds may be assumed on a level debt service basis over a twenty-year period at the interest rate based on the Revenue Bond Index as last published in *The Bond Buyer*, provided that the full amount of Balloon Bonds shall be included in the calculation if the calculation is made within twelve (12) months of the actual maturity of such Balloon Bonds and no credit facility exists.

IN WITNESS WHEREOF, the Issuer and the Trustee have caused this Seventh Supplemental Indenture of Trust to be executed as of the date first above written.

LINDON CITY, UTAH

By:_____
Mayor

(SEAL)

Countersigned:

By:_____
City Recorder

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION as Trustee

By:_____

Title:_____

EXHIBIT A

SALES TAX AGREEMENT

INTERLOCAL SALES TAX PLEDGE AGREEMENT

This INTERLOCAL SALES TAX PLEDGE AGREEMENT (the "Agreement") is entered into as of _____, 2026, by and between LINDON CITY, UTAH, (the "City") a political subdivision, municipal corporation and body politic of the State of Utah and the LINDON CITY REDEVELOPMENT AGENCY, UTAH (the "Agency"), a redevelopment agency existing under the Limited Purpose Local Government Entities - Community Reinvestment Agency Act, Title 17C, Utah Code Annotated 1953, as amended (the "Redevelopment Act").

W I T N E S S E T H:

WHEREAS, the Agency has been established by the City for the purpose of redeveloping and developing certain areas within the City in order to accomplish the purposes of the Redevelopment Act; and

WHEREAS, pursuant to the Redevelopment Act and other provisions of law of the State of Utah, the City and the Agency may enter into an agreement whereby the City may grant or contribute funds to the Agency for economic development; and

WHEREAS, the City and the Agency have previously authorized the establishment of the Lindon 700 North Community Development Project Area (the "700 North Project Area"); and

WHEREAS, pursuant to the terms of a General Indenture of Trust dated as of December 1, 2023 and a Second Supplemental Indenture of Trust dated as of _____, 2026 (collectively, the "RDA Indenture"), and each by and between the Lindon City Redevelopment Agency, Utah (the "Agency") and U.S. Bank Trust Company, National Association (the "Trustee"), the Agency intends to issue its Sales Tax and Tax Increment Revenue Bonds, Series 2026 (the "Series 2026 Bonds") for the purpose of (i) financing land acquisition and improvements permitted under the 700 North Project Area CDA Plan and related improvements (the "Series 2026 Project") and (ii) paying the costs associated with the issuance of the Series 2026 Bonds; and

WHEREAS, a portion of the Series 2026 Bonds are payable from sales tax revenues (the "Sales Tax Revenues") the City collects under Title 59, Chapter 12, Part 2 of the Utah Code Annotated 1953, as amended (the "Utah Code"); and

WHEREAS, the City is authorized to issue sales tax bonds and may from time to time (collectively, the "Sales Tax Bonds") pursuant to a General Indenture of Trust dated as of May 1, 2005 (as may be supplemented and amended, the "Sales Tax Indenture") by and between the City and the Trustee; and

WHEREAS, the Utah Interlocal Cooperation Act (the "Interlocal Cooperation Act"), Title 11, Chapter 13, Utah Code provides that two or more public agencies may, by agreement, jointly exercise any power common to the contracting parties, and may share taxes and other revenues to accomplish their stated objectives; and

WHEREAS, the City has agreed to enter into this Agreement with the Agency to pledge the Sales Tax Revenues to the Series 2026 Bonds to pay any amounts owed on the Series 2026 Bonds, which pledge is on a parity with payment by the City of the Sales Tax Bonds; and

WHEREAS, the debt service on the Series 2026 Bonds is set forth in Exhibit A hereto; and

WHEREAS, this Agreement and the obligation and pledge of the Sales Tax Revenues hereunder shall constitute an Additional Bond under and as defined in the Sales Tax Indenture and such obligation and pledge shall terminate only upon payment of the Series 2026 Bonds in full; and

WHEREAS, the City and the Agency have found and determined that the pledge of the Sales Tax Revenues is essential to the issuance of the Series 2026 Bonds, is in the best proprietary and business interests of the City and will promote the health, safety and welfare of the City and its inhabitants by reducing the debt service and related costs of the Series 2026 Bonds; and

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

Section 1. The Agency agrees that upon the issuance of the Series 2026 Bonds it will use the net proceeds of such Series 2026 Bonds to finance the Series 2026 Project, fund any necessary reserve funds, pay capitalized interest, and pay costs of issuance.

Section 2. The City and the Agency, as applicable, agree as follows:

(a) Pursuant to Section 17C-1-207 and Section 17C-1-409 of the Redevelopment Act, the City agrees to assist the Agency in repaying the Series 2026 Bonds, and in furtherance of such agreement, hereby irrevocably grants a pledge on the Sales Tax Revenues received from and after the date of execution hereof to the Agency for the purpose of payment of the Series 2026 Bonds pursuant to the Sales Tax Indenture after payment of all obligations thereunder.

(b) The City covenants that it will continue to impose the taxes constituting the Sales Tax Revenues until all of the Series 2026 Bonds have been paid. While any of the Series 2026 Bonds remain outstanding and unpaid, any ordinance, resolution or other enactment of the City, implementing the taxes constituting the Sales Tax Revenues or transferring the revenues therefrom to the Agency for the payment of the Series 2026 Bonds shall not be amended or modified in any manner which would materially impair the rights of the holders of the Series 2026 Bonds or which would in any way materially jeopardize the timely payment of principal or interest when due. The City currently does not anticipate that it will reduce the rate of or repeal the imposition of the taxes from which the Sales Tax Revenues are derived. However, the parties hereto recognize that the State legislature may reduce the maximum rate of such taxes. The City covenants that it will account for the Sales Tax Revenues separate and apart from the other funds of the City, and take such other actions as may be necessary to maintain the perfected security interest in the Sales Tax Revenues created for the benefit of the Agency and the holders of the Series 2026 Bonds herein. To the extent necessary to provide for the timely payment of the principal and interest on the Series 2026 Bonds, the City shall pay to the Agency for payment to the Trustee such amounts from the Sales Tax Revenues as shall be needed to make such payments.

(c) The Agency will account for the Sales Tax Revenues separate and apart from other funds of the Agency and will transfer the Sales Tax Revenues to the Trustee for payment of the Series 2026 Bonds consistent with the terms of the RDA Indenture.

(d) All books, instruments and documents in the Agency's and the City's possession relating to the Project, the Tax Increment Revenues, and the Sales Tax Revenues shall be open to inspection at all times during the City's regular business hours by any accountants or other agents of the Trustee which the Trustee may designate from time to time.

(e) The Sales Tax Revenues are hereby allocated and pledged as described above, to the payment of the Series 2026 Bonds and until all of the Series 2026 Bonds and all interest thereon have been paid (or until moneys for that purpose have been irrevocably set aside) the Sales Tax Revenues (except as otherwise specifically provided in the RDA Indenture and this Agreement) shall next be applied to the payment of the Series 2026 Bonds, the interest thereon, and premium, if any, then due as provided in the RDA Indenture, and then any other purpose permitted by law.

(f) At least ten (10) days prior to each Interest Payment Date (as defined in the RDA Indenture), the Agency shall notify the City in writing (i) the extent, if any, by which Debt Service (as defined in the RDA Indenture) exceeds amounts on deposit in the Bond Fund for the Series 2026 Bonds and (ii) the amount, if any, necessary to restore the Series 2026 Debt Service Reserve Account to the Reserve Requirement (collectively, the "Revenue Shortfall").

(g) Subject to the conditions of (f) above, at least ten (10) days prior to each Interest Payment Date (as defined in the RDA Indenture), the City agrees to remit Sales Tax Revenues to the Agency in an amount equal to the Revenue Shortfall.

(h) Once the City and Agency have remitted to the Trustee sufficient moneys for principal and/or interest payments on the Series 2026 Bonds then due as required by the RDA Indenture, and assuming that all payments then due with respect to the Series 2026 Bonds have been paid and are current, any Sales Tax Revenues then held by the Agency or the City may, subject to the lien of any other obligations, be released to the City for its use for any lawful purpose.

Section 3. The City and the Agency recognize that the intent of the parties hereto is to use the tax increment revenues from the 700 North Project Area (the "Agency Revenues") to the extent available, to pay or repay to the City amounts sufficient to pay amounts due with respect to the Series 2026 Bonds. In furtherance thereof, the Agency agrees to deposit with the City as such Agency Revenues become available to the Agency, all such Agency Revenues in excess of amounts required to pay the Series 2026 Bonds such that the City will have, to the extent available, sufficient Agency Revenues to pay or immediately reimburse the City for having paid, amounts to the Agency for the payment of the Series 2026 Bonds.

Section 4. The Agency agrees to apply such Sales Tax Revenues received pursuant to this Agreement to the payment of the Series 2026 Bonds or amounts owed to the insurer of such Bonds (including by pledging such amounts to the Trustee).

Section 5. Nothing contained in this Agreement shall be construed to create a general obligation liability of the City. The obligations hereunder and under the Series 2026 Bonds shall not be a debt of the City pursuant to any constitutional or statutory debt limitations, and the issuance of the Series 2026 Bonds and the execution of this Agreement shall not require the City to levy any form of taxation or to appropriate any moneys for the payment of the Series 2026 Bonds or amounts otherwise due under this Agreement (it being understood that this Section shall not limit the obligation of the City to levy and pay the Sales Tax Revenues to the Trustee as provided under the Sales Tax Indenture and hereunder).

Section 6. This Agreement shall be effective upon the date it is executed by both parties and filed with the keeper of the records of each party. The obligation and pledge of this Agreement shall terminate at such time as the Series 2026 Bonds are no longer outstanding and all amounts have been paid to the insurer of the Series 2026 Bonds. The City agrees it shall not replace the Trustee under the Sales Tax Indenture or the RDA Indenture unless such replacement agrees to assume the obligations of the Trustee hereunder.

Section 7. The City's obligation to make such payments and to perform and observe the other agreements and covenants on its part contained in this Agreement shall be absolute and unconditional, and shall not be limited or reduced by any rights of set off, recoupment or counterclaim it might otherwise have against the Trustee or any holder of the Bonds.

Section 8. So long as the Series 2026 Bonds are outstanding under the RDA Indenture, the Trustee shall be an express third-party beneficiary of this Agreement. This Agreement shall not be amended without the prior written consent of the Trustee, which consent shall not be unreasonably withheld or delayed.

Section 9. This Agreement creates a valid and binding pledge and assignment of, and security interest in, all of the Sales Tax Revenues pledged hereunder in favor of the Agency, as security for payment of the Series 2026 Bonds, enforceable by the Agency, as its interests may appear, in accordance with the terms hereof.

Under the laws of the State, such pledge and assignment and security interest is automatically perfected by Section 11-14-501, Utah Code Annotated 1953, as amended, and is and shall have priority as against all parties having claims of any kind in tort, contract, or otherwise hereafter imposed on the Sales Tax Revenues.

This Agreement also creates a valid and binding pledge and assignment of, and security interest in, all of the Agency Revenues pledged hereunder in favor of the City, as security for payment or repayment of amounts required to be advanced by the City hereunder for payment to the Agency of amounts due with respect to the Bonds, enforceable by the City in accordance with the terms hereof.

Section 10. In satisfaction of the requirements of the Interlocal Cooperation Act in connection with this Agreement, the City and the Agency agree as follows:

(a) This Agreement shall be authorized and adopted by resolution of the City and the Agency pursuant to and in accordance with the provisions of Utah Code Ann. Section 11-13-202.5;

(b) This Agreement shall be reviewed as to proper form and compliance with applicable law by a duly authorized attorney on behalf of the City and the Agency pursuant to and in accordance with the Utah Code Ann. Section 11-13-202.5(3);

(c) A duly executed original counterpart of this Agreement shall be filed immediately with the keeper of records of the City and the Agency pursuant to Utah Code Ann. Section 11-13-209;

(d) The City and the Agency agree that they do not, by this Agreement, create an interlocal entity;

(e) As required by Utah Code Ann. Section 11-13-207, the City and the Agency agree that the undertaking under this Agreement shall be administered by one member of the City Council and one member of the Board of the Agency, each to be appointed by their respective governing body. Any real or personal property used and the City and the Agency's cooperative undertaking herein shall be acquired, held, and disposed of as determined by such administrators; and

(f) No budget shall be established or maintained except as described herein.

Section 11. This Agreement shall be governed by the laws of the State of Utah.

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement as of the day and year first written above.

LINDON CITY, UTAH

(SEAL)

By: _____
Mayor

ATTEST:

By: _____
City Recorder

APPROVED AS TO PROPER FORM AND COMPLIANCE WITH APPLICABLE LAW:

_____
Counsel to the City

LINDON CITY REDEVELOPMENT AGENCY, UTAH

(SEAL)

By:_____
Chair

ATTEST:

By:_____
Lindon City Recorder

APPROVED AS TO PROPER FORM AND COMPLIANCE WITH APPLICABLE LAW:

_____
Counsel to the Agency

EXHIBIT A

DEBT SERVICE SCHEDULE

Fiscal Year Ending _____	Principal	Interest	Fiscal Total

EXHIBIT D

FORM OF
NOTICE OF PUBLIC HEARING AND BONDS TO BE ISSUED

NOTICE IS HEREBY GIVEN pursuant to the provisions of the Local Government Bonding Act, Title 11, Chapter 14, Utah Code Annotated 1953, as amended, that on November 2, 2026, the City Council (the "City Council") of Lindon City, Utah (the "City"), adopted a resolution (the "Resolution") in which it authorizes (i) the form of a Sales Tax Agreement (the "Sales Tax Agreement") by and between the City and the Lindon City Redevelopment Agency, Utah (the "Agency") for the repayment of Agency's Sales Tax and Tax Increment Revenue Bonds, Series 2026 (the "Bonds"), (ii) the creation of an obligation of the City under the Sales Tax Agreement (the "City Obligation"), and (iii) holding a public hearing to receive input from the public with respect to (a) the Sales Tax Agreement and in connection therewith the issuance of the City Obligation and (b) any potential economic impact that the Project (defined herein) to be financed with the proceeds of the Bonds (repayment of which is secured by the City Obligation) may have on the private sector.

PURPOSE, TIME, PLACE AND LOCATION OF PUBLIC HEARING

The City shall hold a public hearing on November 16, 2026, at the hour of 5:15 p.m. at 100 North State Street, Lindon, Utah. The purpose of the hearing is to receive input from the public with respect to (a) the Sales Tax Agreement and in connection therewith, the issuance of the City Obligation and (b) any potential economic impact that the Project to be financed with the proceeds of the Bonds (repayment of which is secured by the City Obligation) may have on the private sector. All members of the public are invited to attend and participate.

PURPOSE FOR ISSUING THE BONDS

The Bonds (repayment of which is secured by the City Obligation) will be issued by the Agency for the purpose of (a) financing land acquisition and improvements permitted under the CDA Plan (as defined in the Resolution) and related improvements (the "Project") located within the Project Area (as defined in the Resolution) as permitted under the Limited Purpose Local Government Entities – Community Reinvestment Agency Act, Title 17C, Utah Code Annotated 1953, as amended, (b) funding a reserve fund, if necessary, and (c) paying costs of issuance. The City Council of the City has elected to treat the City Obligation as a bond for purposes of Title 11, Chapter 14 of the Utah Code.

PARAMETERS OF THE OBLIGATION

The City intends that the aggregate principal amount of the City Obligation shall not exceed $8,000,000. The City Obligation shall mature in not more than twenty (20) years from its date or dates and shall bear interest at a taxable or tax-exempt rate or rates of not to exceed eight and one-half percent (8.50%) per annum, as shall be approved by designated officers of the City, all within the parameters set forth herein. The Bonds (repayment of which is secured by the City Obligation) shall be sold at a price not less than ninety-eight percent (98%) of the total principal amount thereof. The City Obligation is to be issued pursuant to the Resolution, including as part of said Resolution, the Sales Tax Agreement, a General Indenture of Trust and a Supplemental Indenture

of Trust (collectively, the "Indenture") which were before the City Council at the time of the adoption of the Resolution and said Indenture is to be executed by the City in such form and with such changes thereto as shall be approved by the City; provided that the principal amount, interest rate or rates, maturity, and discount of the Series 2026 Bonds will not exceed the maximums set forth above.

REVENUES TO BE PLEDGED

The City proposes to pledge 100% of the sales and use tax revenues received by the City pursuant to the Local Sales and Use Tax Act, Title 59, Chapter 12, Part 2 of Utah Code Annotated 1953, as amended, to the payment of the City Obligation.

OUTSTANDING BONDS SECURED BY REVENUES

Other than the proposed City Obligation, the City currently has $6,559,000 principal amount of bonds outstanding secured by the Revenues.

OTHER OUTSTANDING BONDS OF THE CITY

Information regarding all of the City's outstanding bonds may be found in the City's audited financial report (the "Financial Report") at: https://reporting.auditor.utah.gov/searchreports/s/. For additional information more recent than the date of the Financial Report, please contact the City Finance Director (phone: 801-785-5043).

TOTAL ESTIMATED COST OF BONDS

Based on the Agency's current plan of finance and a current estimate of interest rates, the total principal and interest cost of the 2026 Bonds is estimated at approximately $9,887,000. Due to the nature of the City Obligation under the Sales Tax Agreement, which is being issued by City for repayment of the Bonds, the total principal and interest cost thereof is expected to correspond with the total principal and interest cost of the Bonds described in the foregoing sentence.

A copy of the Resolution, the Indenture, and the Sales Tax Agreement are on file at 100 North State Street, Lindon, Utah, where they may be examined during regular business hours from 8:00 a.m. to 5:00 p.m. for a period of at least thirty (30) days from and after the date of publication of this notice.

NOTICE IS FURTHER GIVEN that a period of thirty (30) days from and after the first date of the publication of this notice is provided by law during which any person in interest shall have the right to contest the legality of the Resolution, the Indenture, the Sales Tax Agreement (but only as it relates to the City Obligation), or the City Obligation, or any provision made for the security and payment of the City Obligation, and that after such time, no one shall have any cause of action to contest the regularity, formality, or legality thereof for any cause whatsoever.

DATED this November 2, 2026.

/s/ Britni Laidler
City Recorder

14. Public Hearing: FY2026-27 Budget amendment; Resolution #2026-41-R. The City Council will review & consider amendments to the FY2026-27 Budget.

See attached budget amendment recommendations.

Sample Motion: I move to (*approve, deny, continue*) Resolution #2026-41-R (*as presented, with amendments*).

RESOLUTION NO. 2026-41-R

A RESOLUTION OF THE CITY COUNCIL OF LINDON CITY, UTAH COUNTY, UTAH, AMENDING VARIOUS SECTIONS OF THE LINDON CITY BUDGET FOR FISCAL YEAR FY2026-27 AND SETTING AN EFFECTIVE DATE.

WHEREAS, The Municipal Council of Lindon City finds it prudent and in accordance with sound fiscal policy to amend the Lindon City Budget for Fiscal Year 2026-27 (FY2027); and

WHEREAS, the on-going budget reports indicate items which need to be adjusted to actual costs associated with current projects and revenue/expenditure line items updated based on new information and data obtained since the budget was adopted in June of 2026; and

WHEREAS, a public hearing was held on November 2, 2026 to receive public comment regarding the proposed amendments; and

WHEREAS, the Municipal Council desires to amend the FY2026-27 Lindon City Budget to reflect these needed amendments.

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

Section I. The FY2026-27 Lindon City Budget is hereby amended as shown on the attached memorandums for specific line items as listed.

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

PASSED AND ADOPTED by the Lindon City Council on this the 2nd day of November, 2026.

By _____
Carolyn O. Lundberg, Mayor

Attest:

By _____
Britni Laidler, City Recorder

BUDGET AMENDMENT
FISCAL YEAR 2026-2027
November 2, 2026

			REVENUES			EXPENDITURES		
Acct #	Note	Description	Previous Budget	Amended Budget	Variance	Previous Budget	Amended Budget	Variance
GENERAL FUND								
10-36-904	1	Lease Revenue	38,355	60,300	21,945			
10-36-905	1	Lease Revenue-LT	190,000	159,700	(30,300)			
10-38-511	7	PW Admin Dept cost share-Water	306,135	348,358	42,223			
10-38-521	7	PW Admin Dept cost share-Sewer	306,135	348,358	42,223			
10-38-541	7	PW Admin Dept cost share-Storm	306,135	348,358	42,223			
10-38-900	23	Use of Fund Balance	618,540	879,816	261,276			
10-42-675	8	Purchase of Equipment				1,500	3,500	2,000
10-44-675	8	Purchase of Equipment				3,000	9,240	6,240
10-45-675	8	Purchase of Equipment				750	1,500	750
10-51-250	8	Operating Supplies & Maint				27,500	35,000	7,500
10-54-110	9	Salaries & Wages				1,841,250	1,854,200	12,950
10-54-135	9	Benefits - FICA				158,040	159,030	990
10-54-185	9	Benefits - Workers Comp.				12,390	12,400	10
10-54-630	10	Emergency Management				2,000	11,500	9,500
10-57-630	11	North Ut County Animal Shelter				54,000	46,250	(7,750)
10-62-120	2	Salaries - Temp Employees				25,000	65,000	40,000
10-62-135	2	Benefits - FICA				56,130	59,190	3,060
10-62-185	2	Benefits - Workers Comp.				4,200	4,465	265
10-62-290	3	Gasoline				7,000	43,000	36,000
10-62-510	4	Insurance				6,820	10,285	3,465
10-62-720	5	Building Improvements				20,000	85,000	65,000
10-62-740	6	Purchase of Capital Asset				-	21,100	21,100
10-64-675	12	Purchase of Equipment				12,500	17,055	4,555
10-68-675	8	Purchase of Equipment				2,500	10,560	8,060
10-68-740	13	Purchase of Capital Asset				-	37,220	37,220
10-75-908	14	Trfr to Debt Serv - CDA 2026				-	128,675	128,675
			1,765,300	2,144,890		2,234,580	2,614,170	
		NET GENERAL FUND INCREASE			**379,590**			**379,590**
REDEVELOPMENT AGENCY (RDA) FUND								
22-30-475	14	Bond Proceeds	-	7,355,000	7,355,000			
22-84-310	14	700N CDA-Professional & Tech Services				15,500	188,810	173,310
22-84-760	14	700N CDA-Property Purchase				-	7,181,690	7,181,690
			-	7,355,000		15,500	7,370,500	
		NET REDEVELOPMENT AGENCY (RDA) FUND INCREASE			**7,355,000**			**7,355,000**

BUDGET AMENDMENT
FISCAL YEAR 2026-2027
November 2, 2026

			REVENUES			EXPENDITURES		
Acct #	Note	Description	Previous Budget	Amended Budget	Variance	Previous Budget	Amended Budget	Variance
PARC TAX FUND								
24-42-250	15	Operating Supplies & Maint				-	1,000	1,000
24-44-910	16	Trfr to Parks CIP				-	50,000	50,000
24-48-400	17	Grants to Other Entities				19,300	19,785	485
24-49-990	23	Appropriate to Fund Balance				481,500	430,015	(51,485)
			-	-		500,800	500,800	
	NET PARC TAX FUND INCREASE				-			-
DEBT SERVICE FUND								
33-30-736	14	Trfr from Gen Fd - CDA 2026	-	128,675	128,675			
33-40-245	14	2026 700N CDA Bond Interest				-	128,675	128,675
			-	128,675		-	128,675	
	NET DEBT SERVICE FUND INCREASE				**128,675**			**128,675**
FACILITIES C.I.P. FUND								
41-40-715	18	Cemetery Improvements				-	115,000	115,000
41-40-900	23	Appropriate to Fund Balance				540,000	425,000	(115,000)
			-	-		540,000	540,000	
	NET FACILITIES C.I.P. FUND INCREASE				-			-
PARKS C.I.P. FUND								
47-30-820	16	Trfr from PARC Tax	-	50,000	50,000			
47-40-715	16	Pheasant Brook Park				120,035	175,000	54,965
47-40-990	23	Appropriate to Fund Bal				48,480	43,515	(4,965)
			-	50,000		168,515	218,515	
	NET PARKS C.I.P. FUND INCREASE				**50,000**			**50,000**
WATER FUND								
51-30-440	19	Funds from Financing Sources	4,000,000	7,000,000	3,000,000			
51-40-310	19	Professional & Tech Services				262,830	503,705	240,875
51-40-751	19	Wells - Capital Exp				3,670,000	2,150,000	(1,520,000)
51-40-755	19	Culinary Water Projects				1,000,000	865,000	(135,000)
51-40-911	7	P.W. Admin Costs to Gen. Fund				306,135	348,358	42,223
51-40-990	23	Appropriate to Fund Balance				513,064	4,884,966	4,371,902
			4,000,000	7,000,000		5,752,029	8,752,029	
	NET WATER FUND INCREASE				**3,000,000**			**3,000,000**

BUDGET AMENDMENT
FISCAL YEAR 2026-2027
November 2, 2026

			REVENUES			EXPENDITURES		
Acct #	Note	Description	Previous Budget	Amended Budget	Variance	Previous Budget	Amended Budget	Variance
SEWER FUND								
52-30-100	20	Sewer Base Fees	1,593,750	1,317,075	(276,675)			
52-30-105	20	Sewer Usage Fees	1,443,200	1,346,215	(96,985)			
52-30-108	20	Sewer Treatment Facility Fees	-	1,000,000	1,000,000			
52-30-550	21	Bond Proceeds	-	3,000,000	3,000,000			
52-30-980	23	Use of Fund Balance	343,670	-	(343,670)			
52-40-310	21	Professional & Tech Services				82,200	265,235	183,035
52-40-805	20	Orem Sewer Plant Participation				1,010,965	1,110,965	100,000
52-40-911	7	P.W. Admin Costs to Gen. Fund				306,135	348,358	42,223
52-40-990	23	Appropriate to Fund Balance				-	2,957,412	2,957,412
			3,380,620	6,663,290		1,399,300	4,681,970	
		NET SEWER FUND INCREASE			**3,282,670**			**3,282,670**
STORM DRAINAGE FUND								
54-30-600	22	Funds from Other Sources	450,000	337,750	(112,250)			
54-30-900	23	Use of Fund Balance	629,080	720,858	91,778			
54-40-675	12	Purchase of Equipment				5,480	10,035	4,555
54-40-740	22	Purchase of Capital Asset				450,000	412,750	(37,250)
54-40-850	22	Street Sweeper Principal				105,000	75,000	(30,000)
54-40-911	7	P.W. Admin Costs to Gen. Fund				306,135	348,358	42,223
			1,079,080	1,058,608		866,615	846,143	
		NET STORM DRAINAGE FUND INCREASE			**(20,472)**			**(20,472)**
CITYWIDE TOTAL								
			10,225,000	**24,400,463**		**11,477,339**	**25,652,802**	
					14,175,463			**14,175,463**
		CHANGE IN REVENUES & EXPENDITURES						
		Change in Citywide Rev. & Exp.	7,715,305	21,576,040	13,860,735	8,955,890	15,488,145	6,532,255
		Carryover from Prior Fiscal Year	-	-	-	20,000	200,000	180,000
		Increase (Decrease) by Moving Exp in GL	-	-	-	-	-	-
		Increase (Decrease) in Interfund Transfers	918,405	1,223,749	305,344	918,405	1,223,749	305,344
		Increase (Decrease) in Use of Fund Bal.	1,591,290	1,600,674	9,384			
		Increase (Decrease) in Appr. to Fund Bal.				1,583,044	8,740,908	7,157,864
		Citywide Totals	**10,225,000**	**24,400,463**		**11,477,339**	**25,652,802**	
		Net Increase (Decrease) in Rev. & Exp.			**14,175,463**			**14,175,463**

SUMMARY OF CHANGES IN FUND BALANCE
UPDATED FOR 11/2/2026 BUDGET AMENDMENT

	Governmental Funds							Proprietary Funds						Total All Funds
	General	RDA	PARC Tax	Roads CIP	Parks CIP	Facilities CIP	Debt Svc	Water	Sewer	Garbage	Storm	Recreation	Telecomm.	
Beginning Balances	**5,396,812**	**321,072**	**875,837**	**3,770,055**	**263,640**	**1,343,581**	**-**	**3,620,602**	**2,522,670**	**205,904**	**989,805**	**779,574**	**4,801**	**20,094,352**
Revenues														
Program revenues														
Charges for services	3,097,584							4,106,770	1,321,275	812,140	1,500,000	1,113,330	30,000	**11,981,099**
Impact Fees	34,500			15,750	75,000			60,000	60,000		40,000			**285,250**
Grants and contributions	90,000											85,500		**175,500**
General revenues														
Property taxes	2,526,750													**2,526,750**
Sales tax	7,624,500													**7,624,500**
Other taxes	2,145,000	231,000	1,050,600	1,710,000										**5,136,600**
Other	570,600	7,363,700	30,000	1,106,500	93,515			7,000,000	5,496,215		737,830	-	-	**22,398,360**
Total revenues	**16,088,934**	**7,594,700**	**1,080,600**	**2,832,250**	**168,515**	**-**	**-**	**11,291,770**	**6,877,490**	**812,140**	**2,277,830**	**1,198,830**	**30,000**	**50,253,059**
Transfers In	**-**	**325,000**	**-**	**-**	**50,000**	**500,000**	**937,225**	**-**	**-**	**-**	**-**	**1,636,250**	**-**	**3,448,475**
Expenses														
General government	5,223,930	552,660												**5,776,590**
Public safety	6,353,250													**6,353,250**
Streets	1,370,930			1,120,000										**2,490,930**
Parks and recreation	957,165		515,585											**1,472,750**
Capital projects		7,181,690		2,000,000	175,000	115,000								**9,471,690**
Debt Service							808,550							**808,550**
Water								6,406,804						**6,406,804**
Sewer									3,920,078					**3,920,078**
Solid Waste										872,310				**872,310**
Storm Water Drainage											2,998,688			**2,998,688**
Recreation Fund												3,217,235		**3,217,235**
Telecomm. Fund													30,000	**30,000**
Total expenses	**13,905,275**	**7,734,350**	**515,585**	**3,120,000**	**175,000**	**115,000**	**808,550**	**6,406,804**	**3,920,078**	**872,310**	**2,998,688**	**3,217,235**	**30,000**	**43,818,875**
Transfers Out	**3,063,475**	**250,000**	**135,000**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**3,448,475**
Ending Balances	**4,516,996**	**256,422**	**1,305,852**	**3,482,305**	**307,155**	**1,728,581**	**128,675**	**8,505,568**	**5,480,082**	**145,734**	**268,947**	**397,419**	**4,801**	**26,528,536**
Percent Change	**-16.3%**	**-20.1%**	**49.1%**	**-7.6%**	**16.5%**	**28.7%**	**0.0%**	**134.9%**	**117.2%**	**-29.2%**	**-72.8%**	**-49.0%**	**0.0%**	**32.0%**

GENERAL FUND:

	Fund Bal.	% of Rev.
6/30/2027	4,516,996	28.08%

Example General Fund Balance Levels based on projected revenues for:

	2026-2027	
35%	5,631,127	maximum
30%	4,826,680	
25%	4,022,234	
20%	3,217,787	
15%	2,413,340	

Date printed: 10/29/2026

BUDGET AMENDMENT NOTES

November 2, 2026

Note	GL#	Fund and Department	Account Title	Budget Change
1	10-36-904	General Fund - Miscellaneous Revenue	Lease Revenue	$21,945
	10-36-905	General Fund - Miscellaneous Revenue	Lease Revenue-LT	($30,300)
	Move property rentals out of long term lease revenue and Intervivos lease into long term lease revenue. Decrease cell tower (LT) lease revenue because one of the co-locators terminated their lease.			
2	10-62-120	General Fund - Public Works Administration	Salaries - Temp Employees	$40,000
	10-62-135	General Fund - Public Works Administration	Benefits - FICA	$3,060
	10-62-185	General Fund - Public Works Administration	Benefits - Workers Comp.	$265
	Increase man-hours for seasonal laborers.			
3	10-62-290	General Fund - Public Works Administration	Gasoline	$36,000
	Add cost of initial filling of PW fuel storage tanks.			
4	10-62-510	General Fund - Public Works Administration	Insurance	$3,465
	Add cost of unemployment insurance awarded to a former employee.			
5	10-62-720	General Fund - Public Works Administration	Building Improvements	$65,000
	PW fuel storage tank installation was not completed in the 2025-2026 FY.			
6	10-62-740	General Fund - Public Works Administration	Purchase of Capital Asset	$21,100
	Purchase a fuel trailer to transport fuel to generators throughout the City.			
7	10-38-511	General Fund - Contributions & Transfers	PW Admin Dept cost share-Water	$42,223
	10-38-521	General Fund - Contributions & Transfers	PW Admin Dept cost share-Sewer	$42,223
	10-38-541	General Fund - Contributions & Transfers	PW Admin Dept cost share-Storm	$42,223
	51-40-911	Water Fund - Expenditures	P.W. Admin Costs to Gen. Fund	$42,223
	52-40-911	Sewer Fund - Expenditures	P.W. Admin Costs to Gen. Fund	$42,223
	54-40-911	Storm Water Drainage Fund - Expenditures	P.W. Admin Costs to Gen. Fund	$42,223
	Update needed transfers from Water, Sewer, and Storm for PW Administration cost allocation.			
8	10-42-675	General Fund - Judicial	Purchase of Equipment	$2,000
	10-44-675	General Fund - Administration	Purchase of Equipment	$6,240
	10-45-675	General Fund - Legal Services	Purchase of Equipment	$750
	10-51-250	General Fund - General Government Buildings	Operating Supplies & Maint	$7,500
	10-68-675	General Fund - Community Development	Purchase of Equipment	$8,060
	Increase budgets for computer replacements and I.T. equipment.			
9	10-54-110	General Fund - Police	Salaries & Wages	$12,950
	10-54-135	General Fund - Police	Benefits - FICA	$990
	10-54-185	General Fund - Police	Benefits - Workers Comp.	$10
	Add part-time administration help.			
10	10-54-630	General Fund - Police	Emergency Management	$9,500
	Purchase supplies to keep on hand for employees that need to remain on-site in the case of an emergency.			
11	10-57-630	General Fund - Animal Control	North Ut County Animal Shelter	($7,750)
	Actual annual cost was less than expected for this year.			
12	10-64-675	General Fund - Parks	Purchase of Equipment	$4,555
	54-40-675	Storm Water Drainage Fund - Expenditures	Purchase of Equipment	$4,555
	Purchase a dump trailer to be shared by Parks and Storm Drain departments.			
13	10-68-740	General Fund - Community Development	Purchase of Capital Asset	$37,220
	Purchase truck that was originally bought to replace the totaled truck in the Storm Drain department and then traded for one of the trucks in Community Development.			

BUDGET AMENDMENT NOTES

November 2, 2026

Note	GL#	Fund and Department	Account Title	Budget Change
14	10-75-908	General Fund - Transfers & Contributions	Trfr to Debt Serv - CDA 2026	$128,675
	22-30-475	Redevelopment Agency Fund - Revenues	Bond Proceeds	$7,355,000
	22-84-310	Redevelopment Agency Fund - 700 N Cda Project Area	Professional & Tech Services	$173,310
	22-84-760	Redevelopment Agency Fund - 700 N Cda Project Area	Property Purchase	$7,181,690
	33-30-736	Debt Service Fund - Revenues	Trfr from Gen Fd - CDA 2026	$128,675
	33-40-245	Debt Service Fund - Expenditures	2026 700N CDA Bond Interest	$128,675
	The City and RDA will be bonding to purchase land in the 700 North CDA. The first interest payment will be made in the 2027FY.			
15	24-42-250	Parc Tax Fund - Community Center	Operating Supplies & Maint	$1,000
	Art displays for the Community Center.			
16	24-44-910	Parc Tax Fund - Parks And Trails	Trfr to Parks CIP	$50,000
	47-30-820	Cip - Citywide Parks - Revenues	Trfr from PARC Tax	$50,000
	47-40-715	Cip - Citywide Parks - Expenditures	Pheasant Brook Park	$54,965
	Increase cost of Pheasant Brook shade structure and transfer PARC Tax to help cover the increased cost.			
17	24-48-400	Parc Tax Fund - Grants To Other Entities	Grants to Other Entities	$485
	Increase the budget to cover the actual amount of PARC Tax grants approved for the 2027FY.			
18	41-40-715	Cip - Facilities - Expenditures	Cemetery Improvements	$115,000
	Roll over the unused budget from the 2026FY to finish the current phase of the cemetery expansion.			
19	51-30-440	Water Fund - Revenues	Funds from Financing Sources	$3,000,000
	51-40-310	Water Fund - Expenditures	Professional & Tech Services	$240,875
	51-40-751	Water Fund - Expenditures	Wells - Capital Exp	($1,520,000)
	51-40-755	Water Fund - Expenditures	Culinary Water Projects	($135,000)
	Increase the 2026 water revenue bond, add the cost of issuance, and decrease the improvements that will be done in the 2027FY.			
20	52-30-100	Sewer Fund - Revenues	Sewer Base Fees	($276,675)
	52-30-105	Sewer Fund - Revenues	Sewer Usage Fees	($96,985)
	52-30-108	Sewer Fund - Revenues	Sewer Treatment Facility Fees	$1,000,000
	52-40-805	Sewer Fund - Expenditures	Orem Sewer Plant Participation	$100,000
	The sewer base and usage utility rates were not increased as much as anticipated. Add the sewer treatment facility fee and increase the expected participation with Orem from $900k to $1M for the 2027FY.			
21	52-30-550	Sewer Fund - Revenues	Bond Proceeds	3,000,000.00
	52-40-310	Sewer Fund - Expenditures	Professional & Tech Services	183,035.00
	Add the 2026 sewer revenue bond and cost of issuance.			
22	54-30-600	Storm Water Drainage Fund - Revenues	Funds from Other Sources	($112,250)
	54-40-740	Storm Water Drainage Fund - Expenditures	Purchase of Capital Asset	($37,250)
	54-40-850	Storm Water Drainage Fund - Expenditures	Street Sweeper Principal	($30,000)
	Update the budgets for the street sweeper purchase and financing.			
23	10-38-900	General Fund - Contributions & Transfers	Use of Fund Balance	$261,276
	24-49-990	Parc Tax Fund - Non-Departmental	Appropriate to Fund Balance	($51,485)
	41-40-900	Cip - Facilities - Expenditures	Appropriate to Fund Balance	($115,000)
	47-40-990	Cip - Citywide Parks - Expenditures	Appropriate to Fund Bal	($4,965)
	51-40-990	Water Fund - Expenditures	Appropriate to Fund Balance	$4,371,902
	52-30-980	Sewer Fund - Revenues	Use of Fund Balance	($343,670)
	52-40-990	Sewer Fund - Expenditures	Appropriate to Fund Balance	$2,957,412
	54-30-900	Storm Water Drainage Fund - Revenues	Use of Fund Balance	$91,778
	These funds offset the changes to expenses and revenues listed above.			

15. **Review & Action: Fee waiver request.** The City Council will review and consider a request by Katrine Myers, Director of Horizon Outschool Academy, for a waiver of rental fees at the Veterans Hall.

    See attached memo from Parks & Recreation Director, Heath Bateman.

    Sample Motion: I move to (*approve, deny, continue*) the fee waiver request (*as presented, with amendments*).

Lindon City has received a request from Katrine Myers, Director of Horizon Outschool Academy, to use Veterans Hall at no cost for a four-month educational pilot program beginning in January 2027.

Horizon Outschool Academy is a nonprofit organization that provides affordable educational enrichment opportunities for children, particularly those participating in homeschool and alternative education programs.

The proposed program would operate Tuesday through Thursday, from 10:30 a.m. to 12:30 p.m., with up to 15 children attending each day. Horizon would be responsible for all instruction, staffing, supplies, insurance, and administration. The only contribution requested from Lindon City is the complimentary use of Veterans Hall.

This request for the Mayor and City Council's consideration and direction is regarding the proposed waiver of facility rental fees.

Request from Katrine Myers, Horizon Outschool Academy

Lindon has approximately 2,350 children ages 5–14, with an estimated 200 participating in homeschool, private, or other nonpublic educational programs. This number is expected to grow and does not include children in hybrid public-school programs.

These families need affordable opportunities for social interaction, practical learning, and individualized academic support.

Horizon Outschool Academy, a 501(c)(3) nonprofit organization, previously operated a successful educational program in Vernal and would like to offer a similar low-cost program in Lindon.

Proposed Program Details

- **Location:** Lindon Veterans Hall
- **Dates:** January–April 2027
- **Schedule:** Tuesday–Thursday, 10:30 a.m.–12:30 p.m.
- **Ages:** 7–13
- **Enrollment:** 15 children per day, up to 45 monthly enrollment spots
- **Tuition:** $40 per month
- **Registration:** Monthly, with Lindon residents receiving priority

The same lesson would be offered Tuesday through Thursday, with each child attending once weekly.

Each two-hour class would include one hour of hands-on life skills followed by one hour of related mathematics and language arts instruction individualized to the students' abilities. Foster grandparents would assist with academic instruction.

Four-Month Curriculum

- **January – Interpersonal Skills:** Public speaking, etiquette, conflict resolution, and communication.
- **February – Practical Life Skills:** First aid, cooking, basic home repairs, and outdoor preparedness.
- **March – Money Matters:** Money management, budgeting, entrepreneurship, profit, and marketing.
- **April – Homesteading:** Butter making, cheese making, bread making, and food preservation.

Community Benefits

The program would provide up to 180 monthly enrollment opportunities over four months, affordable enrichment for local families, practical life skills, academic reinforcement, and opportunities for foster grandparents and local professionals to mentor children.

Monthly tuition would cover liability insurance, instructional supplies, and a classroom assistant as needed. The program director would provide instruction and administration without compensation.

Request to Lindon City

Horizon Outschool Academy respectfully requests complimentary use of Lindon Veterans Hall during available Tuesday–Thursday hours, from 10:30 a.m. to 12:30 p.m., for the January–April 2027 pilot program.

Horizon would provide all curriculum, instruction, staffing, insurance, and administration. Lindon City's contribution would be the use of Veterans Hall.

We believe this partnership would provide affordable educational opportunities for local children with minimal cost and administrative involvement from the City.

Thank you for your consideration.

Katrine Myers
Director, Horizon Outschool Academy
“Where Learning and Life Meet”

STAFF COMMENTS:

We recognize that the proposed Horizon Outschool Academy program could provide a positive benefit to Lindon City residents by offering affordable educational enrichment, social interaction, and practical life skills for local children. The program would provide an additional community service without requiring City staff to administer or operate it. One significant advantage is that Veterans Hall is rarely utilized during the proposed weekday morning hours,

making this an opportunity to increase the use of an existing taxpayer-funded facility without substantially interfering with other City programs or rentals.

However, we would also like to recognize that providing the facility at no charge, could result in a loss of potential rental revenue, while the City would continue to incur expenses associated with utilities, maintenance, cleaning, and general building operations.

Total rental hours requested:

Month	Tuesdays	Wednesdays	Thursdays	Total
January	4	4	4	12
February	4	4	4	12
March	5	5	4	14
April	4	4	5	13
Total	**17**	**17**	**17**	**51**

This represents 51 rental sessions and 102 hours of facility use, assuming no cancellations or holiday exclusions.

Estimated rental revenue comparison

Rental Arrangement	Per Session	Monthly Average	Four-Month Total
Regular resident half-day rate	$175	$2,231.25	$8,925
Regular nonresident half-day rate	$275	$3,506.25	$14,025
Complimentary use	$0	$0	$0

In the Fee Schedule we have a ‘Co-Sponsored Rate’ for groups that we choose to partner with during hours that are underutilized. The hourly rate is $40 per hour. If we chose to partner with this organization, the rate would be as follows:

Rental Agreement	Per Session	Monthly Total	Four-Month Total
City co-sponsorship rate ($40/hour)	$80	$1,020	$4,080
Complimentary use	$0	$0	$0

Additionally, great consideration should be given that if granting complimentary use to one nonprofit organization could establish expectations for similar requests from other community groups. There have been many requests similar to this in the past that we have not approved for various reasons. Currently, the Parks and Recreation Department does not have another group, either non-profit or for-profit, with a trade or free use agreement.

Heath G. Bateman
Lindon Parks and Recreation Director

16. 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